MF115987

#9509
#10427

Lease Type	Control	Basefile	County
RAL	07-104965	146539	REEVES

Survey	Public School Land
Block	58
Block Name	
Township	
Section/Tract	23
Land Part	all
Acres	Net: 640.000000 Gross: 640.000000
Depth Below	Depth Above Depth Other

Leasing: ____

Maps: ____

GIS: MC

Scanlab: ____

Name	SAN SABA RESOURCES, LLC
Lease Date	9/3/2013
Primary Term	1 years
Bonus	$159,999.98
Lease Royalty	0.12500000
Paid Up	Yes

CAUTION

Documents in this file have been placed in Table of Contents order and scanned.
Please help keep documents in content order and let the ScanLab know when new documents are added to this file.

Thank you for your assistance.

Archives and Records Staff

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2. Ltr. w/ prop. & fees 10.25.13
3. Bonus 10.25.13
4a. Lease A 10.25.13
4b. Lease B 12.18.13
4c. Lease C 10.25.13
4d. Lease D 11.12.13
4e. Lease E 12.15.13
5. Final Ltr 3.26.14

Scanned sm 3/5/15

6. Assignment #9286, San Saba to Elevation Resources 3.17.15
7. Assignment #9287, Red willow to Elevation Resources 3-17-15
8. Assignment #9306, Red willow to Elevation Resources 3.26.15

scanned PJ 6-5-14

9. Permit 389-34374 7-19-14

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10. Recon Billing 8/3/17

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11. Assign # 10446 Elevation to Jetta 11-8-17
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scanned pf 11-13-2017

13. Ltr. From Jetta 6/10/19
14. Ltr. to Jetta 6/14/19
15. Pooling Agmt. Packet #9509 Sunset State 58 13-24 Unit 6/14/19

scanned pf 8-6-2019

16. Pooling Agmt Pckt #10427 Cortes Bank

(17) Division Order 1/9/20

Scanned sm 01/29/2020

18. Buckslip - Unit 10427 (Amended) 5/25/21
19. 1st Amendment Pooling Agreement Unit 10427 5/25/21
20. Ltr to Operator Unit 10427 5/25/21
21. Recorded Copy 1st Amendment Unit 10427 5/25/21

Scanned JG 6/8/2021

22. Memo for Unit 10427 (2nd Amend) 11/12/2021
23. Unit 10427 - 2nd Amendment 11/12/2021

Scanned JG 12-8-2021

(24) Assign # 11098 Jetta (to) EOG 1-21-22

Scanned JG 1/24/2022

25. Third Amendment Unit 10427 03/3/2022

Scanned JG 4/27/2022

26. Unit 9509 Amended Sunset State 58-13-24 Unit 05/13/2022
27. Recorded Copy Third Amendment Cortes Bank State Unit No. 10427 5/23/22

Scanned sm 05/24/2022

28. Extension Payments 12/02/22

scanned WM 12.5.2022

~~29. Fourth Amend Unit 10427 8-11-25~~
29. Fourth Amend Unit 10427 8-11-25
30. Unit 9509 - 2nd Amendment 8-25-25

Scanned sm 09/24/2025

RAL REVIEW SHEET

Transaction # 7874

Lessor: Bobby A. Burchard

Lessee: San Saba Resources

Geologist:

Lease Date: 9/3/2013 **UL** ☑

Gross Acres: 640

Net Acres: 640

LEASE DESCRIPTION

County	PIN#	Base File No	Part	Sec.	Block	Twp	Survey	Abst#
REEVES	07-104965	146539		23	58	00	PUBLIC SCHOOL LAND	5128

TERMS OFFERED		TERMS RECOMMENDED	
Primary Term:	1 year	**Primary Term**	1 year
Bonus/Acre:	$500.00	**Bonus/Acre**	$500.00
Rental/Acre:	$0.00	**Rental/Acre**	$0.00
Royalty:	1/4	**Royalty**	1/4

COMPARISONS

MF #	Lessee	Date	Term	Bonus/Ac.	Rental/Ac.	Royalty	Distance
MF113660	Boyd and McWilliams Investments	11/15/2010	3 years	$602.00	$0.00	1/4	Last Lease
Pending	Prosaglx Group	5-14-13	3 yrs	$1500.00	$1.00	1/4	Adjacent NE

Comments: Have a release of the old lease taken 11-15-10 (MF113660).

Approved: DR 9.24.13

Tuesday, September 24, 2013

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: 30-Sep-13

FROM: Robert Hatter, Director of Mineral Leasing

Applicant:	San Saba Resources		County: REEVES
Prim. Term:	1 year	Bonus/Acre	$500.00
Royalty:	1/4	Rental/Acre	$0.00

Consideration

Recommended: RJH Date: 10/08/13

Not Recommended: _____

Comments: Have a release of the old lease taken 11-15-10 (MF113660).

Lease Form

Recommended: RJH Date: 10/08/13

Not Recommended: _____

Comments:

Louis Renaud, Deputy Commissioner Date: 10-23-13

Recommended: LLR

Not Recommended: _____

Bill Warnick, General Counsel Date: 10/28/13

Recommended: WFW

Not Recommended: _____

Larry Laine, Chief Clerk Date: 10/29/13

Approved: _____

Not Approved: _____

Jerry Patterson, Commissioner Date: 10/30/13

Approved: Jerry E. Patterson

Not Approved: _____

File No. MF115987

RAL Review Sheet

Date Filed: 9.24.13

Jerry E. Patterson, Commissioner

By

SAN SABA RESOURCES, LLC

1575

12-12-13 Lease Bonus 2013	$	125.00
Texas General Land Office		
LaRue Burchard Worley Lease		-
		-
TOTAL CHECK	$	125.00

121

14705123

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

SAN SABA RESOURCES, LLC
550 W. TEXAS, SUITE 310
MIDLAND, TX 79701
432-684-7921

Western National Bank
Midland, TX 79702
88-737/1163

1575
14705123

CHECK NO	CHECK DATE	CHECK AMOUNT
1575	12/12/13	$125.00

Pay 125 dollars and no cents

TO THE ORDER OF
Mineral Leasing Division/Texas General Land Office
Attn: Drew Reid
1700 North Congress Avenue, Room 600
Austin, Texas 78701-1495

SECURITY FEATURES INCLUDED. DETAILS ON BACK

⑈001575⑈

SAN SABA RESOURCES, LLC

1560

11-07-13	LEASE BONUS 2013	$	125.00
Cash Flow/ Wolf C Prospect			
			-
			-
TOTAL CHECK		$	125.00

14703495

X

121

SAN SABA RESOURCES, LLC

11-07-13	LEASE BONUS 2013 Cash Flow/ Wolf C Prospect	$	125.00
TOTAL CHECK		$	125.00

14703495

121

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

14703495 1560

SAN SABA RESOURCES, LLC
550 W. TEXAS, SUITE 310
MIDLAND, TX 79701
432-684-7921

Western National Bank
Midland, TX 79702
88-737/1163

CHECK NO	CHECK DATE	CHECK AMOUNT
1560	11/07/13	$125.00

Pay 125 dollars and no cents

TO THE ORDER OF
Mineral Leasing Division / Texas General Land Office
ATTN: Drew Reid
1700 North Congress Avenue, Rm.600
Austin, Texas 78701-1495

SECURITY FEATURES INCLUDED. DETAILS ON BACK

⑈001560⑈ [redacted]

SAN SABA RESOURCES, LLC

1543

14702791

10-22-13	Processing Fees	$ 225.00
Cash Flow /Wolf C Prospect		-
Mineral Leasing division/Texas		-
General Land Office		-
TOTAL CHECK		$ 225.00

12d

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

14702791

SAN SABA RESOURCES, LLC
550 W. TEXAS, SUITE 310
MIDLAND, TX 79701
432-684-7921

Western National Bank
Midland, TX 79702
88-737/1163

1543

CHECK NO	CHECK DATE	CHECK AMOUNT
1543	10/22/13	$225.00

Pay 225 dollars and no cents

TO THE ORDER OF
Mineral Leasing Division /
Texas General Land Office
1700 North Congress Avenue, Rm.600
Austin, Texas 78701-1495

SECURITY FEATURES INCLUDED. DETAILS ON BACK

⑈001543⑈ [redacted]

SAN SABA RESOURCES, LLC

1573

12-10-13 Lease Bonus 2013 Texas General Land Office Boys & Boots Lease	$	125.00 - -
TOTAL CHECK	$	125.00

14704908

12

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

SAN SABA RESOURCES, LLC
550 W. TEXAS, SUITE 310
MIDLAND, TX 79701
432-684-7921

Western National Bank
Midland, TX 79702
88-737/1163

1573
14704908

CHECK NO	CHECK DATE	CHECK AMOUNT
1573	12/10/13	$125.00

Pay 125 dollars and no cents

TO THE ORDER OF
Mineral Lease Division/Texas General Land Office
Attn: Drew Reid
1700 North Congress Avenue, Room 600
Austin, Texas 78701-1495

SECURITY FEATURES INCLUDED. DETAILS ON BACK

⑈001573⑈ [redacted]

CHECK REQUEST

San Saba Resources, LLC

UPON APPROVAL, PLEASE PREPARE AND RETURN A CHECK AS INDICATED BELOW. SHOULD FURTHER INFORMATION BE REQUIRED, CONTACT THE PERSON MAKING THIS REQUEST.

Requested by:	Will Robbins
Date Requested:	~~October 7~~, 2013 Nov. 5th
Purpose and chargeable to:	**Wolf (C-18) Prospect**
Payable to:	**Mineral Leasing Division** **Texas General Land Office**
Amount:	$ 17,777.77
Send signed check to:	**Mineral Leasing Division** **Texas General Land Office** **Attn: Drew Reid** **1700 North Congress Avenue, Room 600** **Austin, TX 78701-1495**
Other comments:	All of Section 23, Block 58, PSL, Reeves County, Texas $500/acre for 71.1111 acres = $35,555.55 ½ to owner, ½ to State $ 17,777.77 owed to State (Madrone Creek Capital)

Approved by: _____

FRANK MCCABE

CHECK REQUEST

San Saba Resources, LLC

UPON APPROVAL, PLEASE PREPARE AND RETURN A CHECK AS INDICATED BELOW. SHOULD FURTHER INFORMATION BE REQUIRED, CONTACT THE PERSON MAKING THIS REQUEST.

Requested by:	Frank McCabe
Date Requested:	November 5, 2013
Purpose and chargeable to:	**Wolf (C-18) Prospect**
Payable to:	**Mineral Leasing Division** **Texas General Land Office**
SS# or Tax ID# (*Required if not on file*):	
Amount:	$ 125.00
Check needed by:	
Send signed check to:	**Mineral Leasing Division** **Texas General Land Office** **Attn: Drew Reid** **1700 North Congress Avenue, Room 600** **Austin, TX 78701-1495**
Other comments:	All of Section 23, Block 58, PSL, Reeves County, Texas (for Madrone Capital 2013 Lease) $100.00 Processing Fee $ 25.00 Filing Fee for each lease

Approved by: _____
FRANK MCCABE

CHECK REQUEST

San Saba Resources, LLC

UPON APPROVAL, PLEASE PREPARE AND RETURN A CHECK AS INDICATED BELOW. SHOULD FURTHER INFORMATION BE REQUIRED, CONTACT THE PERSON MAKING THIS REQUEST.

Requested by:	Will Robbins
Date Requested:	September 10, 2013 10/21/13
Purpose and chargeable to:	**Wolf (C-18) Prospect**
Payable to:	**Mineral Leasing Division** **Texas General Land Office**
Amount:	$ 53,333.[33]
Send signed check to:	**Mineral Leasing Division** **Texas General Land Office** **Attn: Drew Reid** **1700 North Congress Avenue, Room 600** **Austin, TX 78701-1495**
Other comments:	All of Section 23, Block 58, PSL, Reeves County, Texas $500/acre for 213.3333 acres = $106,666.65 ½ to owner, ½ to State $ 53,333.33 owed to State (Bobby A. Burchard & Sammie W. Burchard)

Approved by: _____
FRANK MCCABE

CHECK REQUEST

San Saba Resources, LLC

UPON APPROVAL, PLEASE PREPARE AND RETURN A CHECK AS INDICATED BELOW. SHOULD FURTHER INFORMATION BE REQUIRED, CONTACT THE PERSON MAKING THIS REQUEST.

Requested by:	Will Robbins
Date Requested:	September 25, 2013 10/21/13
Purpose and chargeable to:	**Wolf (C-18) Prospect**
Payable to:	**Mineral Leasing Division** **Texas General Land Office**
Amount:	$ 17,777.77
Send signed check to:	**Mineral Leasing Division** **Texas General Land Office** **Attn: Drew Reid** **1700 North Congress Avenue, Room 600** **Austin, TX 78701-1495**
Other comments:	All of Section 23, Block 58, PSL, Reeves County, Texas $500/acre for 71.11111 acres = $35,555.55 ½ to owner, ½ to State $ 17,777.77 owed to State (Wider Sky, LP)

Approved by: _____
FRANK MCCABE

CHECK REQUEST

San Saba Resources, LLC

UPON APPROVAL, PLEASE PREPARE AND RETURN A CHECK AS INDICATED BELOW. SHOULD FURTHER INFORMATION BE REQUIRED, CONTACT THE PERSON MAKING THIS REQUEST.

Requested by:	Frank McCabe
Date Requested:	October 21, 2013
Purpose and chargeable to:	**Wolf (C-18) Prospect**
Payable to:	**Mineral Leasing Division** **Texas General Land Office**
SS# or Tax ID# (*Required if not on file*):	
Amount:	$ 225.^{00}
Check needed by:	
Send signed check to:	**Mineral Leasing Division** **Texas General Land Office** **Attn: Drew Reid** **1700 North Congress Avenue, Room 600** **Austin, TX 78701-1495**
Other comments:	All of Section 23, Block 58, PSL, Reeves County, Texas (for Bobby Burchard & Wider Sky Leases) $100.00 Processing Fee for each lease/release $ 25.00 Filing Fee (flat fee)

Approved by: _____
Frank McCabe

CHECK REQUEST

San Saba Resources, LLC

UPON APPROVAL, PLEASE PREPARE AND RETURN A CHECK AS INDICATED BELOW. SHOULD FURTHER INFORMATION BE REQUIRED, CONTACT THE PERSON MAKING THIS REQUEST.

Requested by:	Will Robbins
Date Requested:	~~October 31, 2013~~ 12/06/13
Purpose and chargeable to:	**Wolf (C-18) Prospect**
Payable to:	**Mineral Leasing Division** **Texas General Land Office**
Amount:	$ 17,777.77
Send signed check to:	**Mineral Leasing Division** **Texas General Land Office** **Attn: Drew Reid** **1700 North Congress Avenue, Room 600** **Austin, TX 78701-1495**
Other comments:	All of Section 23, Block 58, PSL, Reeves County, Texas $500/acre for 71.1111 acres = $35,555.55 ½ to owner, ½ to State $ 17,777.77 owed to State (Boys & Boots Land & Cattle Company)

Approved by: _____
FRANK MCCABE

CHECK REQUEST

San Saba Resources, LLC

UPON APPROVAL, PLEASE PREPARE AND RETURN A CHECK AS INDICATED BELOW. SHOULD FURTHER INFORMATION BE REQUIRED, CONTACT THE PERSON MAKING THIS REQUEST.

Requested by:	Frank McCabe
Date Requested:	December 9, 2013
Purpose and chargeable to:	**Wolf (C-18) Prospect**
Payable to:	**Mineral Leasing Division** **Texas General Land Office**
SS# or Tax ID# (*Required if not on file*):	
Amount:	$ 125.00
Check needed by:	
Send signed check to:	**Mineral Leasing Division** **Texas General Land Office** **Attn: Drew Reid** **1700 North Congress Avenue, Room 600** **Austin, TX 78701-1495**
Other comments:	All of Section 23, Block 58, PSL, Reeves County, Texas (for Boys & Boots 2013 Lease) $100.00 Processing Fee $ 25.00 Filing Fee for each lease

Approved by: FRANK MCCABE

San Saba Resources, LLC

Kline Boyd
Toby McWilliams
Frank McCabe
David McWilliams

550 W. Texas, Suite 310
Midland, Texas 79701
432/ 684-7921 Telephone
432/ 684-3703 Fax
bmeg@bmeg.us

December 12, 2013

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

Re: <u>Mineral Classified Lands</u>
Sections 23, Block 58, PSL Survey

Dear Mr. Reid,

Enclosed please find the recorded original, not a certified copy, of the following lease:

1. LaRue Burchard Worley, 105 Old Chisholm Trail, Georgetown, TX 78633 (2013 OGL)
2. LaRue Burchard Worley (release of 2010 OGL)

Also enclosed please find our check numbers 1574 & 1575 representing the State of Texas' one-half of the bonus consideration for the lease, the $25.00 filing fee for said lease and the $100.00 processing fee for the lease covering an undivided one-half of the surface/mineral estates.

Thank you very much for your assistance and consideration in this matter. If you have any questions/concerns regarding the leases or the other enclosures, please call Frank McCabe at 432-684-7921.

Sincerely,

Ashley

Ashley Williams

San Saba Resources, LLC

Kline Boyd
Toby McWilliams
Frank McCabe
David McWilliams

550 W. Texas, Suite 310
Midland, Texas 79701
432/ 684-7921 Telephone
432/ 684-3703 Fax
bmeg@bmeg.us

November 7, 2013

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

Re: <u>Mineral Classified Lands</u>
Section 23, Block 58, PSL Survey

Dear Mr. Reid,

Enclosed please find the recorded originals, not certified copies, of the following lease/release:

1. Release of Oil and Gas Lease – Greasewood Capital, LLC
2. Paid Up Oil and Gas Lease – Mark Burchard as Member of Rocking Horse Ridge, LLC by and through its General Partner of Madrone Creek Capital, LP

Also enclosed is a check representing the State of Texas' one-half of the bonus consideration for the lease ($17,777.^{77}$), the $25.00 filing fee for the leass and the $100.00 processing fee for the lease (totaling $125) covering an undivided one-half of the surface/mineral estates.

Thank you very much for your assistance and consideration in this matter. If you have any questions/concerns regarding the leases or the other enclosures, please call Frank McCabe at 432-684-7921.

Sincerely,

Ashley Williams

Ashley Williams

San Saba Resources, LLC

Kline Boyd
Toby McWilliams
Frank McCabe
David McWilliams

550 W. Texas, Suite 310
Midland, Texas 79701
432/ 684-7921 Telephone
432/ 684-3703 Fax
bmeg@bmeg.us

October 21, 2013

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

Re: <u>Mineral Classified Lands</u>
Section 23, Block 58, PSL Survey

Dear Mr. Reid,

Enclosed please find the recorded originals, not certified copies, of the following leases:

1. Bobby A. Burchard and Sammie W. Burchard Living Trust by Bobby A. Burchard and Sammie W. Burchard, as Co-Trustees, 305 E. 8th Street, Denver City, TX 79323 *and a recorded original release of previous OGL*
2. Wider Sky, LP by Rene Sandifer, its General Partner, P.O. Box 23612, Overland Park, KS 66283 *and a recorded original release of previous OGL*

Also enclosed is a check representing the State of Texas' one-half of the bonus consideration for the leases ($71,111.11), the $25.00 filing fee for the leases and the $100.00 processing fee for each lease (totaling $225) covering an undivided one-half of the surface/mineral estates.

Thank you very much for your assistance and consideration in this matter. If you have any questions/concerns regarding the leases or the other enclosures, please call Frank McCabe at 432-684-7921.

Sincerely,

Ashley Williams

Ashley Williams

San Saba Resources, LLC

Kline Boyd
Toby McWilliams
Frank McCabe
David McWilliams

550 W. Texas, Suite 310
Midland, Texas 79701
432/ 684-7921 Telephone
432/ 684-3703 Fax
bmeg@bmeg.us

December 10, 2013

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

Re: <u>Mineral Classified Lands</u>
Sections 23, Block 58, PSL Survey

Dear Mr. Reid,

Enclosed please find the recorded original, not a certified copy, of the following lease:

1. Boys & Boots Land and Cattle Company, LLC, a Texas Limited Liability Company, 25010 Abotshire Ct., Katy, TX 77494 (2013 OGL)
2. Boys & Boots Land and Cattle Company, LLC (release of 2010 OGL)

Also enclosed please find our check numbers 1571 & 1573 representing the State of Texas' one-half of the bonus consideration for the lease, the $25.00 filing fee for said lease and the $100.00 processing fee for the lease covering an undivided one-half of the surface/mineral estates.

Thank you very much for your assistance and consideration in this matter. If you have any questions/concerns regarding the leases or the other enclosures, please call Frank McCabe at 432-684-7921.

Sincerely,

Ashley

Ashley Williams

Drew

Drew Re[redacted]r approval

From: William Robbins <willbrobbins@gmail.com>
To: <drew.reid@glo.state.tx.us>
Date: 9/17/2013 10:13 AM
Subject: For approval
Attachments: ReleaseofSec.23.58.Reeves.pdf; BurchardLease.23.58.pdf

Drew,

See attached signed Release of Oil and Gas Lease and signed new Oil and Gas Lease.

Thanks,

Will Robbins

C# 1081
T# 7874
07-104965

2

File No. MF115987

Ltr. w/ prop. & fees

Date Filed: 10.25.13

Jerry E. Patterson, Commissioner

By

SAN SABA RESOURCES, LLC

1544

14702790

10-22-13	Lease Bonus	$ 53,333.00
Cash Flow /Wolf C Prospect		-
Mineral Leasing division/Texas GLO		-
Bobby Burchard, Sammie Burchard		-
TOTAL CHECK		$ 53,333.00

A

121

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

14702790

SAN SABA RESOURCES, LLC
550 W. TEXAS, SUITE 310
MIDLAND, TX 79701
432-684-7921

Western National Bank
Midland, TX 79702
88-737/1163

1544

CHECK NO	CHECK DATE	CHECK AMOUNT
1544	10/22/13	$53,333.33

Pay 53333 dollars and 33 cents

TO THE ORDER OF
Mineral Leasing Division / Texas GLO
Attn: Drew Reid
1700 North Congress Avenue, Rm.600
Austin, Texas 78701-1495

Ira Raines

SECURITY FEATURES INCLUDED. DETAILS ON BACK

⑈001544⑈ [redacted]

SAN SABA RESOURCES, LLC

1574

12-12-13 Lease Bonus 2013	$	53,333.33
Texas General Land Office		
LaRue Burchard Worley Lease		-
		-
TOTAL CHECK	$	53,333.33

X 121 B

14705124

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

SAN SABA RESOURCES, LLC
550 W. TEXAS, SUITE 310
MIDLAND, TX 79701
432-684-7921

Western National Bank
Midland, TX 79702
88-737/1163

1574
14705124

CHECK NO	CHECK DATE	CHECK AMOUNT
1574	12/12/13	$53,333.33

Pay 53333 dollars and 33 cents

TO THE ORDER OF
Mineral Leasing Division/Texas General Land Office
Attn: Drew Reid
1700 North Congress Avenue, Room 600
Austin, Texas 78701-1495

Mac Raines

SECURITY FEATURES INCLUDED. DETAILS ON BACK

⑈001574⑈

SAN SABA RESOURCES, LLC

1545

10-22-13	Lease Bonus	$ 17,777.77
Cash Flow /Wolf C Prospect		-
Mineral Leasing division/Texas GLO		-
Wider Sky LP		-
TOTAL CHECK		$ 17,777.77

14702789

C

121

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

SAN SABA RESOURCES, LLC
550 W. TEXAS, SUITE 310
MIDLAND, TX 79701
432-684-7921

14702789 1545
Western National Bank
Midland, TX 79702
88-737/1163

CHECK NO	CHECK DATE	CHECK AMOUNT
1545	10/22/13	$17,777.77

Pay 17777 dollars and 77 cents

TO THE ORDER OF
Mineral Leasing Division / Texas GLO
Attn: Drew Reid
1700 North Congress Avenue, Rm.600
Austin, Texas 78701-1495

SECURITY FEATURES INCLUDED. DETAILS ON BACK

⑈001545⑈ [redacted]

11-07-13	LEASE BONUS 2013	$	17,777.77
Cash Flow/ Wolf C Prospect			
TOTAL CHECK		$	17,777.77

14703494

121

SAN SABA RESOURCES, LLC 1559

11-07-13	LEASE BONUS 2013 Cash Flow/ Wolf C Prospect	$	17,777.77
	TOTAL CHECK	$	17,777.77

14703494

121

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

SAN SABA RESOURCES, LLC
550 W. TEXAS, SUITE 310
MIDLAND, TX 79701
432-684-7921

14703494 1559
Western National Bank
Midland, TX 79702
88-737/1163

CHECK NO	CHECK DATE	CHECK AMOUNT
1559	11/07/13	$17,777.77

Pay 17777 dollars and 77 cents

TO THE ORDER OF
Mineral Leasing Division / Texas General Land Office
ATTN: Drew Reid
1700 North Congress Avenue, Rm.600
Austin, Texas 78701-1495

SECURITY FEATURES INCLUDED. DETAILS ON BACK

⑈001559⑈ [redacted]

SAN SABA RESOURCES, LLC

1571

14704907

12-09-13	Lease bonus 2013	$	17,777.77
Mineral Lease Division/TexasGLO			
Boyd & Boots Land & Cattle Co.			-
			-
TOTAL CHECK		$	17,777.77

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

SAN SABA RESOURCES, LLC
550 W. TEXAS, SUITE 310
MIDLAND, TX 79701
432-684-7921

Western National Bank
Midland, TX 79702
88-737/1163

1571
14704907

CHECK NO	CHECK DATE	CHECK AMOUNT
1571	12/09/13	$17,777.77

Pay 17777 dollars and 77 cents

TO THE ORDER OF
Mineral Lease Division/ Texas General Land Office
Attn: Drew Reid
1700 North Congress Ave., Room 600
Austin, Texas 78701-1495

SECURITY FEATURES INCLUDED. DETAILS ON BACK

⑈001571⑈ [redacted]

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File No. MF115987

Bonus

Date Filed: 10.25.13

Jerry E. Patterson, Commissioner

By

15-10-13

General Land Office
Relinquishment Act Lease Form
Revised, September 1997

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FILED FOR RECORD
REEVES COUNTY, TEXAS
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115987 A

PAID UP
OIL AND GAS LEASE

THIS AGREEMENT is made and entered into this 3rd day of September, 2013 between the **State of Texas, acting by and through its agent, Bobby A. Burchard and Sammie W. Burchard Living Trust by Bobby A. Burchard and Sammie W. Burchard, as Co-Trustees,** whose address is: **305 E. 8th Street, Denver City, TX 79323** said agent herein referred to as the owner of the soil (whether one or more), and **San Saba Resources, LLC of 550 W. Texas Ave. Suite 310, Midland, TX 79701,** hereinafter called Lessee.

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

All of Section 23, Block 58, Public School Lands Survey

Containing **640.00** acres, more or less, the bonus consideration paid for this lease is as follows:

To the State of Texas: Fifty three thousand three hundred thirty-three and 33/100---------
Dollars ($53,333.33)

To the owner of the soil: Fifty three thousand three hundred thirty-three and 33/100---------
Dollars ($53,333.33)

Total bonus consideration: One hundred six thousand six hundred sixty-six and 66/100--------
Dollars ($106,666.66)

The total bonus consideration paid represents a bonus of Five hundred and 00/100------
Dollars ($500.00) per acre, on 213.33333 net acres.

2. TERM. Subject to the other provisions in this lease, this lease shall be for a term of **1 year** 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 PAY DIRECT TO LESSOR AT THE ABOVE ADDRESS, 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: Eighty and 03/100----~~
~~Dollars ($80.03)~~
~~To the State of Texas: Eighty and 02/100----~~
~~Dollars ($80.02)~~
~~Total Rental: One hundred sixty and 05/100----------~~
~~Dollars ($160.05)~~

~~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-

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

(D) OTHER PRODUCTS. Royalty on carbon black, sulphur or any other products produced or manufactured from gas (excepting liquid hydrocarbons) whether said gas be casinghead, "dry," or any other gas, by fractionating, burning or any other processing shall be 1/4 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

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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 l0% of the royalty due or $25.00 whichever is greater. In addition to a penalty, royalties shall accrue interest at a rate of 12% per year, such interest will begin accruing when the royalty is sixty (60) days overdue. Affidavits and supporting documents which are not filed when due shall incur a penalty in an amount set by the General Land Office administrative rule which is effective on the date when the affidavits or supporting documents were due. The Lessee shall bear all responsibility for paying or causing royalties to be paid as prescribed by the due date provided herein. Payment of the delinquency penalty shall in no way operate to prohibit the State's right of forfeiture as provided by law nor act to postpone the date on which royalties were originally due. The above penalty provisions shall not apply in cases of title dispute as to the State's portion of the royalty or to that portion of the royalty in dispute as to fair market value.

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

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

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

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

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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 well 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 (l/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 in an amount less than the annual shut-in oil or gas royalty, Lessee shall pay an amount equal to the difference within thirty (30) days from the end of the 12-month period. 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 52.151-52.153,

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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 right-of-ways 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 (l/2) of the bonus originally paid as consideration for this lease (as specified on page 1 hereof). If such amount is paid, this lease shall be in force and effect as to such deeper depths, and said termination shall be delayed for an additional period of two (2) years and so long thereafter as oil or gas is produced in paying quantities from such deeper depths covered by this lease.

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

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

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

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

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

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(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 watertlood 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 l20-day period. However, Lessee may not remove casing from any well capable of producing oil and gas in paying quantities. Additionally, Lessee may not draw and remove casing until after thirty (30) days written notice to the Commissioner of the General Land Office and to the owner of the soil. The owner of the soil shall become the owner of any machinery, fixtures, or casing which are not timely removed by Lessee under the terms of this paragraph.

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

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

(1) a nominee of the owner of the soil;

(2) a corporation or subsidiary in which the owner of the soil is a principal stockholder or is an employee of such a corporation or subsidiary;

(3) a partnership in which the owner of the soil is a partner or is an employee of such a partnership;

(4) a principal stockholder or employee of the corporation which is the owner of the soil;

(5) a partner or employee in a partnership which is the owner of the soil;

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(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 I, Chapter 9 of the Texas Business and Commerce Code. Lessee agrees that the Commissioner may require Lessee to execute and record such instruments as may be reasonably necessary to acknowledge, attach or perfect this lien. Lessee hereby represents that there are no prior or superior liens arising from and relating to Lessee's activities upon the above-described property or from Lessee's 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 52.151-52.153. 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

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

36. ENVIRONMENTAL HAZARDS. Lessee shall use the highest degree of care and all reasonable safeguards to prevent contamination or pollution of any environmental medium, including soil, surface waters, groundwater, sediments, and surface or subsurface strata, ambient air or any other environmental medium in, on, or under the leased premises, by any waste, pollutant, or contaminant. Lessee shall not bring or permit to remain on the leased premises any asbestos containing materials, explosives, toxic materials, or substances regulated as hazardous wastes, hazardous materials, hazardous substances (as the term "Hazardous Substance" is defined in the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA), 42 U.S.C. Sections 9601, et seq.), or toxic substances under any federal, state, or local law or regulation ("Hazardous Materials"), except ordinary products commonly used in connection with oil and gas exploration and development operations and stored in the usual manner and quantities. **LESSEE'S VIOLATION OF THE FOREGOING PROHIBITION SHALL CONSTITUTE A MATERIAL BREACH AND DEFAULT HEREUNDER AND LESSEE SHALL INDEMNIFY, HOLD HARMLESS AND DEFEND THE STATE OF TEXAS AND THE OWNER OF THE SOIL FROM AND AGAINST ANY CLAIMS, DAMAGES, JUDGMENTS, PENALTIES, LIABILITIES, AND COSTS (INCLUDING REASONABLE ATTORNEYS' FEES AND COURT COSTS) CAUSED BY OR ARISING OUT OF (I) A VIOLATION OF THE FOREGOING PROHIBITION OR (II) 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.

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LESSEE:

Frank McCabe

San Saba Resources, LLC

BY: Frank McCabe

TITLE: Vice President and Managing Member

DATE: 9/19/2013

LESSOR:
STATE OF TEXAS

BY: Bobby A. Burchard
Individually and as agent for the State of Texas

Printed name: **Bobby A. Burchard**, as Co-trustee of the Bobby A. Burchard and Sammie W. Burchard Living Trust

Date: 9/6/13

STATE OF TEXAS

BY: Sammie W. Burchard
Individually and as agent for the State of Texas

Printed name: **Sammie W. Burchard**, as Co-trustee of the Bobby A. Burchard and Sammie W. Burchard Living Trust

Date: 9/6/13

STATE OF TEXAS **(ACKNOWLEDGMENT)**
COUNTY OF MIDLAND

BEFORE ME, the undersigned authority, on this day personally appeared Frank McCabe, known to me to be the person whose name is subscribed to the foregoing instrument, as Vice President and Managing Member of San Saba Resources, LLC on behalf of said corporation and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this the 19th **day of** Sept. **2013.**

Ashley Williams
Notary Public in and for THE STATE OF TEXAS

ASHLEY WILLIAMS
MY COMMISSION EXPIRES
April 13, 2017

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STATE OF TEXAS
COUNTY OF MIDLAND

(ACKNOWLEDGMENT)

BEFORE ME, the undersigned authority, on this day personally appeared Bobby A. Burchard, known to me to be the person whose name is subscribed to the foregoing instrument, as Co-Trustee of the Bobby A. Burchard and Sammie W. Burchard Living Trust on behalf of said trust and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this the 16th day of Sep., 2013.

Valerie Levario
Notary Public in and for THE STATE OF TEXAS

VALERIE LEVARIO
Notary Public, State of Texas
My Commission Expires 01-03-2015

STATE OF TEXAS
COUNTY OF MIDLAND

(ACKNOWLEDGMENT)

BEFORE ME, the undersigned authority, on this day personally appeared Sammie W. Burchard, known to me to be the person whose name is subscribed to the foregoing instrument, as Co-Trustee of the Bobby A. Burchard and Sammie W. Burchard Living Trust on behalf of said trust and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this the 16th day of Sep., 2013.

Valerie Levario
Notary Public in and for THE STATE OF TEXAS

VALERIE LEVARIO
Notary Public, State of Texas
My Commission Expires 01-03-2015

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Inst No. 13-07107
DIANNE O. FLOREZ
COUNTY CLERK
2013 Sep 30 at 11:29 AM
REEVES COUNTY, TEXAS
By: AC Aurora Calanchi, DEPUTY

4a

File No. MF115987

Lease 4

Date Filed: 10.25.13

Jerry E. Patterson, Commissioner

By

10.25.13

General Land Office
Relinquishment Act Lease Form
Revised, September 1997

13-07327
FILED FOR RECORD
REEVES COUNTY, TEXAS
Oct 08, 2013 at 10:34:00 AM

115987B

PAID UP
OIL AND GAS LEASE

THIS AGREEMENT is made and entered into this **15th** day of **September, 2013** between the **State of Texas, acting by and through its agent, LaRue Burchard Worley**, whose address is: **105 Old Chisholm Trail, Georgetown, TX 78633,** said agent herein referred to as the owner of the soil (whether one or more), and **San Saba Resources, LLC of 550 W. Texas Ave. Suite 310, Midland, TX 79701,** hereinafter called Lessee.

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

All of Section 23, Block 58, Public School Lands Survey

Containing **640.00** acres, more or less, the bonus consideration paid for this lease is as follows:

To the State of Texas: Fifty three thousand three hundred thirty-three and 33/100---------
Dollars ($53,333.33)

To the owner of the soil: Fifty three thousand three hundred thirty-three and 33/100---------
Dollars ($53,333.33)

Total bonus consideration: One hundred six thousand six hundred sixty-six and 66/100--------
Dollars ($106,666.66)

The total bonus consideration paid represents a bonus of Five hundred and 00/100------
Dollars ($500.00) per acre, on 213.33333 net acres.

2. TERM. Subject to the other provisions in this lease, this lease shall be for a term of **1 year** 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 PAY DIRECT TO LESSOR AT THE ABOVE ADDRESS, 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: Eighty and 03/100-----~~
~~Dollars ($80.03)~~
~~To the State of Texas: Eighty and 02/100-----~~
~~Dollars ($80.02)~~
~~Total Rental: One hundred sixty and 05/100----------~~
~~Dollars ($160.05)~~

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

(D) OTHER PRODUCTS. Royalty on carbon black, sulphur or any other products produced or manufactured from gas (excepting liquid hydrocarbons) whether said gas be casinghead, "dry," or any other gas, by fractionating, burning or any other processing shall be 1/4 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

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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 accruing when the royalty is sixty (60) days overdue. Affidavits and supporting documents which are not filed when due shall incur a penalty in an amount set by the General Land Office administrative rule which is effective on the date when the affidavits or supporting documents were due. The Lessee shall bear all responsibility for paying or causing royalties to be paid as prescribed by the due date provided herein. Payment of the delinquency penalty shall in no way operate to prohibit the State's right of forfeiture as provided by law nor act to postpone the date on which royalties were originally due. The above penalty provisions shall not apply in cases of title dispute as to the State's portion of the royalty or to that portion of the royalty in dispute as to fair market value.

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

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

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

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

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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 well 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 in an amount less than the annual shut-in oil or gas royalty, Lessee shall pay an amount equal to the difference within thirty (30) days from the end of the 12-month period. 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 52.151-52.153, or (3) such greater or lesser number of acres as may then be allocated for production purposes to a proration unit for each such

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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 right-of-ways 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 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.

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(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 watertlood 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 l20-day period. However, Lessee may not remove casing from any well capable of producing oil and gas in paying quantities. Additionally, Lessee may not draw and remove casing until after thirty (30) days written notice to the Commissioner of the General Land Office and to the owner of the soil. The owner of the soil shall become the owner of any machinery, fixtures, or casing which are not timely removed by Lessee under the terms of this paragraph.

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

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

(1) a nominee of the owner of the soil;

(2) a corporation or subsidiary in which the owner of the soil is a principal stockholder or is an employee of such a corporation or subsidiary;

(3) a partnership in which the owner of the soil is a partner or is an employee of such a partnership;

(4) a principal stockholder or employee of the corporation which is the owner of the soil;

(5) a partner or employee in a partnership which is the owner of the soil;

(6) a fiduciary for the owner of the soil; including but not limited to a guardian, trustee, executor, administrator,

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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 I, Chapter 9 of the Texas Business and Commerce Code. Lessee agrees that the Commissioner may require Lessee to execute and record such instruments as may be reasonably necessary to acknowledge, attach or perfect this lien. Lessee hereby represents that there are no prior or superior liens arising from and relating to Lessee's activities upon the above-described property or from Lessee's 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 52.151-52.153. 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

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

36. ENVIRONMENTAL HAZARDS. Lessee shall use the highest degree of care and all reasonable safeguards to prevent contamination or pollution of any environmental medium, including soil, surface waters, groundwater, sediments, and surface or subsurface strata, ambient air or any other environmental medium in, on, or under the leased premises, by any waste, pollutant, or contaminant. Lessee shall not bring or permit to remain on the leased premises any asbestos containing materials, explosives, toxic materials, or substances regulated as hazardous wastes, hazardous materials, hazardous substances (as the term "Hazardous Substance" is defined in the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA), 42 U.S.C. Sections 9601, et seq.), or toxic substances under any federal, state, or local law or regulation ("Hazardous Materials"), except ordinary products commonly used in connection with oil and gas exploration and development operations and stored in the usual manner and quantities. **LESSEE'S VIOLATION OF THE FOREGOING PROHIBITION SHALL CONSTITUTE A MATERIAL BREACH AND DEFAULT HEREUNDER AND LESSEE SHALL INDEMNIFY, HOLD HARMLESS AND DEFEND THE STATE OF TEXAS AND THE OWNER OF THE SOIL FROM AND AGAINST ANY CLAIMS, DAMAGES, JUDGMENTS, PENALTIES, LIABILITIES, AND COSTS (INCLUDING REASONABLE ATTORNEYS' FEES AND COURT COSTS) CAUSED BY OR ARISING OUT OF (I) A VIOLATION OF THE FOREGOING PROHIBITION OR (II) 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.

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LESSEE:

Frank McCabe

San Saba Resources, LLC

BY: Frank McCabe

TITLE: Vice President and Managing Member

DATE: 10-2-2013

LESSOR:
STATE OF TEXAS

BY: LaRue Burchard Worley
Individually and as agent for the State of Texas

Printed name: LaRue Burchard Worley

Title: owner

Date: Sept. 16, 2013

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STATE OF TEXAS **(ACKNOWLEDGMENT)**
COUNTY OF MIDLAND

BEFORE ME, the undersigned authority, on this day personally appeared Frank McCabe, known to me to be the person whose name is subscribed to the foregoing instrument, as Vice President and Managing Member of San Saba Resources, LLC on behalf of said corporation and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this the 2nd day of Oct., 2013.

ASHLEY WILLIAMS
MY COMMISSION EXPIRES
April 13, 2017

Ashley Williams
Notary Public in and for THE STATE OF TEXAS

STATE OF Texas **(ACKNOWLEDGMENT)**
COUNTY OF Williamson

BEFORE ME, the undersigned authority, on this day personally appeared LaRue Burchard Worley, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he/she executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this the 16 day of Sept., 2013.

RHONDA J. RUFFALO
MY COMMISSION EXPIRES
January 31, 2016

Rhonda J. Ruffalo
Notary Public in and for THE STATE OF Texas

Inst No. 13-07327
DIANNE O. FLOREZ
COUNTY CLERK
2013 Oct 08 at 10:34 AM
REEVES COUNTY, TEXAS
By: VG Teresa Garcia DEPUTY

File No. MF115987

Lease B

Date Filed: 12.18.14

Jerry E. Patterson, Commissioner

By

12.18.14

General Land Office
Relinquishment Act Lease Form
Revised, September 1997

13-07183
FILED FOR RECORD
REEVES COUNTY, TEXAS
Oct 03, 2013 at 01:26:00 PM

115987C

PAID UP
OIL AND GAS LEASE

THIS AGREEMENT is made and entered into this 18th day of September, 2013 between the **State of Texas, acting by and through its agent, Wider Sky, LP by Rene Sandifer, its General Partner,** whose address is: **PO Box 23612, Overland Park, KS 66283** said agent herein referred to as the owner of the soil (whether one or more), and **San Saba Resources, LLC of 550 W. Texas Ave. Suite 310, Midland, TX 79701,** hereinafter called Lessee.

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

All of Section 23, Block 58, Public School Lands Survey

Containing 640.00 acres, more or less, the bonus consideration paid for this lease is as follows:

To the State of Texas: Seventeen thousand seven hundred seventy-seven and 77/100---------
Dollars ($17,777.77)

To the owner of the soil: Seventeen thousand seven hundred seventy-seven and 77/100---------
Dollars ($17,777.77)

Total bonus consideration: Thirty-five thousand five hundred fifty-five and 55/100--------
Dollars ($35,555.55)

The total bonus consideration paid represents a bonus of Five hundred and 00/100------
Dollars ($500.00) per acre, on 71.11111 net acres.

2. TERM. Subject to the other provisions in this lease, this lease shall be for a term of **1 year** 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 PAY DIRECT TO LESSOR AT THE ABOVE ADDRESS, 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: Eighty and 03/100----~~
~~Dollars ($80.03)~~
~~To the State of Texas: Eighty and 02/100----~~
~~Dollars ($80.02)~~
~~Total Rental: One hundred sixty and 05/100----------~~
~~Dollars ($160.05)~~

~~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,

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

(D) OTHER PRODUCTS. Royalty on carbon black, sulphur or any other products produced or manufactured from gas (excepting liquid hydrocarbons) whether said gas be casinghead, "dry," or any other gas, by fractionating, burning or any other processing shall be 1/4 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

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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 accruing when the royalty is sixty (60) days overdue. Affidavits and supporting documents which are not filed when due shall incur a penalty in an amount set by the General Land Office administrative rule which is effective on the date when the affidavits or supporting documents were due. The Lessee shall bear all responsibility for paying or causing royalties to be paid as prescribed by the due date provided herein. Payment of the delinquency penalty shall in no way operate to prohibit the State's right of forfeiture as provided by law nor act to postpone the date on which royalties were originally due. The above penalty provisions shall not apply in cases of title dispute as to the State's portion of the royalty or to that portion of the royalty in dispute as to fair market value.

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

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

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

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

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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 well 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 in an amount less than the annual shut-in oil or gas royalty, Lessee shall pay an amount equal to the difference within thirty (30) days from the end of the 12-month period. 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 52.151-52.153, or (3) such greater or lesser number of acres as may then be allocated for production purposes to a proration unit for each such

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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 right-of-ways 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 (l/2) of the bonus originally paid as consideration for this lease (as specified on page 1 hereof). If such amount is paid, this lease shall be in force and effect as to such deeper depths, and said termination shall be delayed for an additional period of two (2) years and so long thereafter as oil or gas is produced in paying quantities from such deeper depths covered by this lease.

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

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

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

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

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

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(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 watertlood 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 l20-day period. However, Lessee may not remove casing from any well capable of producing oil and gas in paying quantities. Additionally, Lessee may not draw and remove casing until after thirty (30) days written notice to the Commissioner of the General Land Office and to the owner of the soil. The owner of the soil shall become the owner of any machinery, fixtures, or casing which are not timely removed by Lessee under the terms of this paragraph.

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

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

(1) a nominee of the owner of the soil;

(2) a corporation or subsidiary in which the owner of the soil is a principal stockholder or is an employee of such a corporation or subsidiary;

(3) a partnership in which the owner of the soil is a partner or is an employee of such a partnership;

(4) a principal stockholder or employee of the corporation which is the owner of the soil;

(5) a partner or employee in a partnership which is the owner of the soil;

(6) a fiduciary for the owner of the soil; including but not limited to a guardian, trustee, executor, administrator,

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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 I, Chapter 9 of the Texas Business and Commerce Code. Lessee agrees that the Commissioner may require Lessee to execute and record such instruments as may be reasonably necessary to acknowledge, attach or perfect this lien. Lessee hereby represents that there are no prior or superior liens arising from and relating to Lessee's activities upon the above-described property or from Lessee's 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 52.151-52.153. 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

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

36. ENVIRONMENTAL HAZARDS. Lessee shall use the highest degree of care and all reasonable safeguards to prevent contamination or pollution of any environmental medium, including soil, surface waters, groundwater, sediments, and surface or subsurface strata, ambient air or any other environmental medium in, on, or under the leased premises, by any waste, pollutant, or contaminant. Lessee shall not bring or permit to remain on the leased premises any asbestos containing materials, explosives, toxic materials, or substances regulated as hazardous wastes, hazardous materials, hazardous substances (as the term "Hazardous Substance" is defined in the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA), 42 U.S.C. Sections 9601, et seq.), or toxic substances under any federal, state, or local law or regulation ("Hazardous Materials"), except ordinary products commonly used in connection with oil and gas exploration and development operations and stored in the usual manner and quantities. **LESSEE'S VIOLATION OF THE FOREGOING PROHIBITION SHALL CONSTITUTE A MATERIAL BREACH AND DEFAULT HEREUNDER AND LESSEE SHALL INDEMNIFY, HOLD HARMLESS AND DEFEND THE STATE OF TEXAS AND THE OWNER OF THE SOIL FROM AND AGAINST ANY CLAIMS, DAMAGES, JUDGMENTS, PENALTIES, LIABILITIES, AND COSTS (INCLUDING REASONABLE ATTORNEYS' FEES AND COURT COSTS) CAUSED BY OR ARISING OUT OF (I) A VIOLATION OF THE FOREGOING PROHIBITION OR (II) 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.

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LESSEE:

Frank McCabe

San Saba Resources, LLC

BY: Frank McCabe

TITLE: Vice President and Managing Member

DATE: 9-30-2013

LESSOR:
STATE OF TEXAS

BY: Rene' Sandifer
Wider Sky, LP by Rene Sandifer, its General Partner ; Wider Sky on behalf of Kansas general partner by R.S.

Printed name: **Wider Sky, LP by Rene Sandifer, its General Partner**
Title: general partner

Date: 9/18/13

STATE OF TEXAS **(ACKNOWLEDGMENT)**
COUNTY OF MIDLAND

BEFORE ME, the undersigned authority, on this day personally appeared Frank McCabe, known to me to be the person whose name is subscribed to the foregoing instrument, as Vice President and Managing Member of San Saba Resources, LLC on behalf of said corporation and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office ~~this~~ the 30th **day of** Sept, **2013.**

ASHLEY WILLIAMS
MY COMMISSION EXPIRES
April 13, 2017

Ashley Williams
Notary Public in and for THE STATE OF TEXAS

STATE OF ~~TEXAS~~ KANSAS **(ACKNOWLEDGMENT)**
COUNTY OF ~~MIDLAND~~ JOHNSON

BEFORE ME, the undersigned authority, on this day personally appeared **Rene Sandifer**, known to me to be the person whose name is subscribed to the foregoing instrument, as **Wider Sky, LP** on behalf of said partnership and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this the 18 **day of** Sep , **2013.**

Danielle R
Notary Public in and for THE STATE OF ~~TEXAS~~ KANSAS

NOTARY PUBLIC - State of Kansas
DANIELLE RICHARDSON
My Appt. Expires 05/08/17

Inst No. 13-07183
DIANNE O. FLOREZ
COUNTY CLERK
2013 Oct 03 at 01:26 PM
REEVES COUNTY, TEXAS
By: VG DEPUTY

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4c

File No. MF115987

Lease C

Date Filed: 10.25.13

Jerry E. Patterson, Commissioner

By

10.52.13

13-07452
FILED FOR RECORD
REEVES COUNTY, TEXAS
Oct 10, 2013 at 03:06:00 PM

General Land Office
Relinquishment Act Lease Form
Revised, September 1997

115987D

PAID UP
OIL AND GAS LEASE

THIS AGREEMENT is made and entered into this **15th** day of **September, 2013** between the **State of Texas, acting by and through its agent, Mark Burchard as Member of Rocking Horse Ridge, LLC, by and through its General Partner of Madrone Creek Capital, LP** whose address is: **7200 Wyoming Springs Drive #700, Round Rock, TX 78681** said agent herein referred to as the owner of the soil (whether one or more), and **San Saba Resources, LLC of 550 W. Texas Ave. Suite 310, Midland, TX 79701,** hereinafter called Lessee.

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

All of Section 23, Block 58, Public School Lands Survey

Containing **640.00** acres, more or less, the bonus consideration paid for this lease is as follows:

To the State of Texas: Seventeen thousand seven hundred seventy-seven and 77/100---------
Dollars ($17,777.77)

To the owner of the soil: Seventeen thousand seven hundred seventy-seven and 77/100---------
Dollars ($17,777.77)

Total bonus consideration: Thirty-five thousand five hundred fifty-five and 55/100--------
Dollars ($35,555.55)

The total bonus consideration paid represents a bonus of Five hundred and 00/100------
Dollars ($500.00) per acre, on 71.11111 net acres.

2. TERM. Subject to the other provisions in this lease, this lease shall be for a term of **1 year** 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 PAY DIRECT TO LESSOR AT THE ABOVE ADDRESS, 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: Eighty and 03/100-----~~
~~Dollars ($80.03)~~
~~To the State of Texas: Eighty and 02/100-----~~
~~Dollars ($80.02)~~
~~Total Rental: One hundred sixty and 05/100----------~~
~~Dollars ($160.05)~~

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

(D) OTHER PRODUCTS. Royalty on carbon black, sulphur or any other products produced or manufactured from gas (excepting liquid hydrocarbons) whether said gas be casinghead, "dry," or any other gas, by fractionating, burning or any other processing shall be 1/4 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

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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 l0% of the royalty due or $25.00 whichever is greater. In addition to a penalty, royalties shall accrue interest at a rate of 12% per year, such interest will begin accruing when the royalty is sixty (60) days overdue. Affidavits and supporting documents which are not filed when due shall incur a penalty in an amount set by the General Land Office administrative rule which is effective on the date when the affidavits or supporting documents were due. The Lessee shall bear all responsibility for paying or causing royalties to be paid as prescribed by the due date provided herein. Payment of the delinquency penalty shall in no way operate to prohibit the State's right of forfeiture as provided by law nor act to postpone the date on which royalties were originally due. The above penalty provisions shall not apply in cases of title dispute as to the State's portion of the royalty or to that portion of the royalty in dispute as to fair market value.

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

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

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

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

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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 well 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 (l/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 in an amount less than the annual shut-in oil or gas royalty, Lessee shall pay an amount equal to the difference within thirty (30) days from the end of the 12-month period. 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 52.151-52.153, or (3) such greater or lesser number of acres as may then be allocated for production purposes to a proration unit for each such

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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 right-of-ways 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 (l/2) of the bonus originally paid as consideration for this lease (as specified on page 1 hereof). If such amount is paid, this lease shall be in force and effect as to such deeper depths, and said termination shall be delayed for an additional period of two (2) years and so long thereafter as oil or gas is produced in paying quantities from such deeper depths covered by this lease.

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

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

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

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

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

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(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 watertlood 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 l20-day period. However, Lessee may not remove casing from any well capable of producing oil and gas in paying quantities. Additionally, Lessee may not draw and remove casing until after thirty (30) days written notice to the Commissioner of the General Land Office and to the owner of the soil. The owner of the soil shall become the owner of any machinery, fixtures, or casing which are not timely removed by Lessee under the terms of this paragraph.

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

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

(1) a nominee of the owner of the soil;

(2) a corporation or subsidiary in which the owner of the soil is a principal stockholder or is an employee of such a corporation or subsidiary;

(3) a partnership in which the owner of the soil is a partner or is an employee of such a partnership;

(4) a principal stockholder or employee of the corporation which is the owner of the soil;

(5) a partner or employee in a partnership which is the owner of the soil;

(6) a fiduciary for the owner of the soil; including but not limited to a guardian, trustee, executor, administrator,

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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 I, Chapter 9 of the Texas Business and Commerce Code. Lessee agrees that the Commissioner may require Lessee to execute and record such instruments as may be reasonably necessary to acknowledge, attach or perfect this lien. Lessee hereby represents that there are no prior or superior liens arising from and relating to Lessee's activities upon the above-described property or from Lessee's 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 52.151-52.153. 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

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

36. ENVIRONMENTAL HAZARDS. Lessee shall use the highest degree of care and all reasonable safeguards to prevent contamination or pollution of any environmental medium, including soil, surface waters, groundwater, sediments, and surface or subsurface strata, ambient air or any other environmental medium in, on, or under the leased premises, by any waste, pollutant, or contaminant. Lessee shall not bring or permit to remain on the leased premises any asbestos containing materials, explosives, toxic materials, or substances regulated as hazardous wastes, hazardous materials, hazardous substances (as the term "Hazardous Substance" is defined in the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA), 42 U.S.C. Sections 9601, et seq.), or toxic substances under any federal, state, or local law or regulation ("Hazardous Materials"), except ordinary products commonly used in connection with oil and gas exploration and development operations and stored in the usual manner and quantities. **LESSEE'S VIOLATION OF THE FOREGOING PROHIBITION SHALL CONSTITUTE A MATERIAL BREACH AND DEFAULT HEREUNDER AND LESSEE SHALL INDEMNIFY, HOLD HARMLESS AND DEFEND THE STATE OF TEXAS AND THE OWNER OF THE SOIL FROM AND AGAINST ANY CLAIMS, DAMAGES, JUDGMENTS, PENALTIES, LIABILITIES, AND COSTS (INCLUDING REASONABLE ATTORNEYS' FEES AND COURT COSTS) CAUSED BY OR ARISING OUT OF (I) A VIOLATION OF THE FOREGOING PROHIBITION OR (II) 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.

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LESSEE:

San Saba Resources, LLC

BY: Frank McCabe

TITLE: Vice President and Managing Member

DATE: 10-2-2013

LESSOR:
STATE OF TEXAS

BY:
Mark Burchard as Member of Rocking Horse Ridge, LLC, by and through its General Partner of Madrone Creek Capital, LP

Printed name: **Mark Burchard as Member of Rocking Horse Ridge, LLC, by and through its General Partner of Madrone Creek Capital, LP**
Title:

Date:

STATE OF TEXAS **(ACKNOWLEDGMENT)**
COUNTY OF MIDLAND

BEFORE ME, the undersigned authority, on this day personally appeared Frank McCabe, known to me to be the person whose name is subscribed to the foregoing instrument, as Vice President and Managing Member of San Saba Resources, LLC on behalf of said corporation and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this the 2nd day of Oct., 2013.

ASHLEY WILLIAMS
MY COMMISSION EXPIRES
April 13, 2017

Notary Public in and for THE STATE OF TEXAS

STATE OF TEXAS **(ACKNOWLEDGMENT)**
COUNTY OF ~~MIDLAND~~ Williamson

BEFORE ME, the undersigned authority, on this day personally appeared **Mark Burchard**, known to me to be the person whose name is subscribed to the foregoing instrument, as **as Member of Rocking Horse Ridge, LLC, by and through its General Partner of Madrone Creek Capital, LP** on behalf of said corporation and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this the Sept. 16, 2013 day of 2013.

VIRGINIA L. CASAS
Notary Public, State of Texas
My Commission Expires
January 19, 2016

Notary Public in and for THE STATE OF TEXAS

Inst No. 13-07452
DIANNE O. FLOREZ
COUNTY CLERK
2013 Oct 10 at 03:06 PM
REEVES COUNTY, TEXAS
By: VG DEPUTY

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4d

File No. MF115987

Lease D

Date Filed: 11.12.13

Jerry E. Patterson, Commissioner

By

11.13.13

General Land Office
Relinquishment Act Lease Form
Revised, September 1997

13-08655
FILED FOR RECORD
REEVES COUNTY, TEXAS
Nov 22, 2013 at 03:17:00 PM

115987E

PAID UP
OIL AND GAS LEASE

THIS AGREEMENT is made and entered into this **29th** day of **October, 2013** between the **State of Texas, acting by and through its agent, Boys & Boots Land and Cattle Company, LLC, a Texas Limited Liability Company,** whose address is: **25010 Abotshire Ct., Katy, TX 77494** said agent herein referred to as the owner of the soil (whether one or more), and **San Saba Resources, LLC of 550 W. Texas Ave. Suite 310, Midland, TX 79701,** hereinafter called Lessee.

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

All of Section 23, Block 58, Public School Lands Survey

Containing **640.00** acres, more or less, the bonus consideration paid for this lease is as follows:

To the State of Texas: Seventeen thousand seven hundred seventy-seven and 77/100---------
Dollars ($17,777.77)

To the owner of the soil: Seventeen thousand seven hundred seventy-seven and 77/100---------
Dollars ($17,777.77)

Total bonus consideration: Thirty-five thousand five hundred fifty-five and 55/100--------
Dollars ($35,555.55)

The total bonus consideration paid represents a bonus of Five hundred and 00/100------
Dollars ($500.00) per acre, on 71.11111 net acres.

2. TERM. Subject to the other provisions in this lease, this lease shall be for a term of **1 year** 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 PAY DIRECT TO LESSOR AT THE ABOVE ADDRESS, 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: Eighty and 03/100-----~~
~~Dollars ($80.03)~~
~~To the State of Texas: Eighty and 02/100-----~~
~~Dollars ($80.02)~~
~~Total Rental: One hundred sixty and 05/100----------~~
~~Dollars ($160.05)~~

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

(D) OTHER PRODUCTS. Royalty on carbon black, sulphur or any other products produced or manufactured from gas (excepting liquid hydrocarbons) whether said gas be casinghead, "dry," or any other gas, by fractionating, burning or any other processing shall be 1/4 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

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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 l0% of the royalty due or $25.00 whichever is greater. In addition to a penalty, royalties shall accrue interest at a rate of 12% per year, such interest will begin accruing when the royalty is sixty (60) days overdue. Affidavits and supporting documents which are not filed when due shall incur a penalty in an amount set by the General Land Office administrative rule which is effective on the date when the affidavits or supporting documents were due. The Lessee shall bear all responsibility for paying or causing royalties to be paid as prescribed by the due date provided herein. Payment of the delinquency penalty shall in no way operate to prohibit the State's right of forfeiture as provided by law nor act to postpone the date on which royalties were originally due. The above penalty provisions shall not apply in cases of title dispute as to the State's portion of the royalty or to that portion of the royalty in dispute as to fair market value.

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

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

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

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

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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 well 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 in an amount less than the annual shut-in oil or gas royalty, Lessee shall pay an amount equal to the difference within thirty (30) days from the end of the 12-month period. 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 52.151-52.153, or (3) such greater or lesser number of acres as may then be allocated for production purposes to a proration unit for each such

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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 right-of-ways 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 (l/2) of the bonus originally paid as consideration for this lease (as specified on page 1 hereof). If such amount is paid, this lease shall be in force and effect as to such deeper depths, and said termination shall be delayed for an additional period of two (2) years and so long thereafter as oil or gas is produced in paying quantities from such deeper depths covered by this lease.

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

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

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

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

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

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(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 watertlood 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 l20-day period. However, Lessee may not remove casing from any well capable of producing oil and gas in paying quantities. Additionally, Lessee may not draw and remove casing until after thirty (30) days written notice to the Commissioner of the General Land Office and to the owner of the soil. The owner of the soil shall become the owner of any machinery, fixtures, or casing which are not timely removed by Lessee under the terms of this paragraph.

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

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

(1) a nominee of the owner of the soil;

(2) a corporation or subsidiary in which the owner of the soil is a principal stockholder or is an employee of such a corporation or subsidiary;

(3) a partnership in which the owner of the soil is a partner or is an employee of such a partnership;

(4) a principal stockholder or employee of the corporation which is the owner of the soil;

(5) a partner or employee in a partnership which is the owner of the soil;

(6) a fiduciary for the owner of the soil; including but not limited to a guardian, trustee, executor, administrator,

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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 I, Chapter 9 of the Texas Business and Commerce Code. Lessee agrees that the Commissioner may require Lessee to execute and record such instruments as may be reasonably necessary to acknowledge, attach or perfect this lien. Lessee hereby represents that there are no prior or superior liens arising from and relating to Lessee's activities upon the above-described property or from Lessee's 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 52.151-52.153. 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

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

36. ENVIRONMENTAL HAZARDS. Lessee shall use the highest degree of care and all reasonable safeguards to prevent contamination or pollution of any environmental medium, including soil, surface waters, groundwater, sediments, and surface or subsurface strata, ambient air or any other environmental medium in, on, or under the leased premises, by any waste, pollutant, or contaminant. Lessee shall not bring or permit to remain on the leased premises any asbestos containing materials, explosives, toxic materials, or substances regulated as hazardous wastes, hazardous materials, hazardous substances (as the term "Hazardous Substance" is defined in the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA), 42 U.S.C. Sections 9601, et seq.), or toxic substances under any federal, state, or local law or regulation ("Hazardous Materials"), except ordinary products commonly used in connection with oil and gas exploration and development operations and stored in the usual manner and quantities. **LESSEE'S VIOLATION OF THE FOREGOING PROHIBITION SHALL CONSTITUTE A MATERIAL BREACH AND DEFAULT HEREUNDER AND LESSEE SHALL INDEMNIFY, HOLD HARMLESS AND DEFEND THE STATE OF TEXAS AND THE OWNER OF THE SOIL FROM AND AGAINST ANY CLAIMS, DAMAGES, JUDGMENTS, PENALTIES, LIABILITIES, AND COSTS (INCLUDING REASONABLE ATTORNEYS' FEES AND COURT COSTS) CAUSED BY OR ARISING OUT OF (I) A VIOLATION OF THE FOREGOING PROHIBITION OR (II) 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.

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LESSEE:

San Saba Resources, LLC

BY: Frank McCabe

TITLE: Vice President and Managing Member

DATE: 10-4-2013

LESSOR:
STATE OF TEXAS

BY:
Boys & Boots Land and Cattle Company, LLC, a Texas Limited Liability Company and as agent for the State of Texas

Printed name: CURTIS R. BURKHARD
Title: MANAGER

Date: 10-29-13

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STATE OF TEXAS **(ACKNOWLEDGMENT)**
COUNTY OF MIDLAND

BEFORE ME, the undersigned authority, on this day personally appeared Frank McCabe, known to me to be the person whose name is subscribed to the foregoing instrument, as Vice President and Managing Member of San Saba Resources, LLC on behalf of said corporation and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this the 4th **day of** Oct., **2013.**

ASHLEY WILLIAMS
MY COMMISSION EXPIRES
April 13, 2017

Notary Public in and for THE STATE OF TEXAS

STATE OF TEXAS **(ACKNOWLEDGMENT)**
COUNTY OF ~~MIDLAND~~ Fort Bend

BEFORE ME, the undersigned authority, on this day personally appeared Curtis R. Burkhard, known to me to be the person whose name is subscribed to the foregoing instrument, as Managing Member of Boys & Boots Land and Cattle Company, LLC, a Texas Limited Liability Company on behalf of said corporation and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this the 29 **day of** Oct, **2013.**

ADAM FIELD
NOTARY PUBLIC
STATE OF TEXAS
MY COMM. EXP. 04-30-2014

Notary Public in and for THE STATE OF TEXAS

4e

File No. MF115987

Lease E

Date Filed: 12.15.13

Jerry E. Patterson, Commissioner

By

Inst No. 13-08655
DIANNE O. FLOREZ
COUNTY CLERK
2013 Nov 22 at 03:17 PM
REEVES COUNTY, TEXAS
By: AC DEPUTY

VOL 1038 PG 0223

TEXAS GENERAL LAND OFFICE

JERRY PATTERSON, COMMISSIONER

March 26, 2014

Ashley Williams
San Saba Resources
550 W Texas, Suite 310
Midland, Texas 79701

Re: **State Lease MF 115987**

Five Relinquishment Act Leases described on **Page 2** hereof
Covering 640 ac., Sec. 23, Blk. 58, PSL Survey, Reeves County, TX

Dear Ms. Williams:

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

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

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

Your remittances are set out on Page 2 and have been applied to the State's portion of the cash bonus. In addition, we are in receipt of your processing and filing fees.

Sincerely yours,

Deborah A. Cantu

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

State Lease No.	Lessor as agent for State of TX	Dated	Recorded Vol/Page	Bonus Amount
MF115987A	Bobby Burchard & Sammie Burchard Living Trust	09/03/13	V. 1027, P. 108	$53,333.33
MF115987B	LaRue Burchard Worley	09/15/13	V. 1028, P. 466	$53,333.33
MF115987C	Wider Sky, LP	09/18/13	V. 1027, P. 474	$17,777.77
MF115987D	Rocking Horse Ridge, LLC	09/15/13	V. 1029, P. 296	$17,777.77
MF115987E	Boys & Boots Land & Cattle Co.	10/29/13	V. 1038, P. 214	$17,777.77

5

File No. MF115987

Final Ltr

Date Filed: 3.26.14

Jerry E. Patterson, Commissioner

By

TEXAS GENERAL LAND OFFICE
GEORGE P. BUSH, COMMISSIONER

March 18, 2015

Ms. Holly Dominguez
Elevation Resources
200 North Loraine
Midland, TX 79701

RE: GLO Assignment ID # 9286

Dear Ms. Dominguez,

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

> Partial Assignment of Oil and Gas Leases, effective April 1, 2014 from San Saba Resources, LLC, as assignor, to Elevation Resources LLC, as assignee, filed for record in Reeves County, in volume 1091, page 380.

Please see attached "Exhibit A" for reference. Filing fees of $250.00 were received in connection with the above assignment. Please feel free to contact me if you have any questions.

Best Regards,

Mark Adams
Mineral Leasing
Energy Resources

Exhibit "A"

GLO ID	*County*	*Lease*
9286	*Reeves*	MF115987A
9286	*Reeves*	MF115987B
9286	*Reeves*	MF115987C
9286	*Reeves*	MF115987D
9286	*Reeves*	MF115987E

ELEVATION
RESOURCES

March 16, 2015

Commissioner of the Texas
General Land Office
Attn: Energy Resources/Mark Adams
1700 N. Congress Ave.
Austin, Texas 78701

Re: Certified Copy of Partial Assignments
Reeves County, Texas

Dear Mr. Adams:

Per our telephone conversation today, please find enclosed, for approval, certified copies of the following assignments:

#9286 – 1) Partial Assignment of Oil and Gas Leases dated effective April 1, 2014 by and between San Saba Resources, LLC, as Assignor and Elevation Resources LLC, as Assignee, recorded in Volume 1091, Page 380, Reeves County, Texas; – MF 115987 A-E

2) Partial Assignment of Oil and Gas Leases dated effective June 17, 2014 by and between Red Willow Production, LLC, as Assignor and Elevation Resources LLC, as Assignee, recorded in Volume 1091, Page 377, Reeves County, Texas. – MF 115987 A-C, E

I have also enclosed a check in the amount of $450.00 to cover all filing fees. If you have any questions or need anything further, please don't hesitate to contact me at (432) 685-7739. Thank you for your consideration.

Sincerely,

ELEVATION RESOURCES LLC

Holly Dominguez

Holly Dominguez
Land Associate

/hd
Encls.

Bank is needing an acknowledgment of receipt. Can you please email to me at hdominguez@elevationres.com

Thx! Holly

$250 - for assignment #9286

$200 - for assignment #9287

ELEVATION RESOURCES LLC
200 N LORAINE, STE 1010
MIDLAND, TX 79701-4755

15709235 1614
37-65/1119 6065
2375203326

March 6, 2015
Date

Pay to the Order of Commissioner of General Land Office $450 00/100

four hundred fifty Dollars

Security Features Details on Back.

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

For filing fees

[redacted] 01614

129

From: Mark Adams
To: hdominguez@elevationres.com
Date: 3/18/2015 12:16 PM
Subject: Assignments 9286 and 9287; to Elevation Resources; state leases MF115987
Attachments: Assignment9286_to_Elevation_Resources.pdf; Assignment9287_to_Elevation_Resources.pdf

Holly,

Please see the attached letters confirming that the GLO has received and filed the two assignments we discussed on Monday, March 16, 2015. I have placed hard copies of the letters in our outgoing mail for today. Let me know if you have any questions or requests.

Thanks,

Mark Adams
Landman
Mineral Leasing, Energy Resources
Texas General Land Office
direct number: 512/463-5669
fax number: 512/475-1543
email: mark.adams@glo.texas.gov

Acreage Acquisition Letter
Dated June 6, 2104
Section 23, Block 58, PSL,
Reeves Co., Texas

#9286

14-06542
FILED FOR RECORD
REEVES COUNTY, TEXAS
Jul 22, 2014 at 09:56:00 AM

PARTIAL ASSIGNMENT OF OIL AND GAS LEASES

VOL 1091 PG 0380

STATE OF TEXAS §
§
COUNTY OF REEVES §

This Assignment of Oil and Gas Lease ("Assignment") is made by San Saba Resources, LLC whose address is 500 West Texas, Suite 310, Midland, Texas 79701 ("Assignor") and Elevation Resources LLC, a Delaware limited liability company, whose address is 200 North Loraine, Suite 1010, Midland, Texas 79701 ("Assignee").

For and in consideration of Ten Dollars ($10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor does hereby GRANT, BARGAIN, SELL CONVEY, ASSIGN, TRANSFER, SET OVER AND DELIVER unto Assignee an undivided twenty-five percent (25%) interest in and to the Oil and Gas Leases described on EXHIBIT "A" attached hereto.

This Assignment shall be binding on and inure to the benefit of the Assignor and Assignee and their respective successors and assigns. The terms and conditions contained in this Assignment shall constitute covenants running with the land and shall be binding on, and for the benefit of, the respective successors and assigns of Assignor and Assignee.

Assignor does hereby bind itself and its successors and assigns to warrant and forever defend the undivided interest in said oil and gas leases hereinabove described unto Assignee and Assignee's successors and assigns, against every person whomsoever claiming or to claim the same or any part thereof.

In witness whereof, this Assignment is effective April 1, 2014 and is executed as of the date of each Acknowledgement attached hereto.

SAN SABA Resources LLC.

Frank McCabe
Vice President

ELEVATION RESOURCES LLC

Steven H. Pruett
By: Steven H. Pruett
President & CEO

STATE OF TEXAS REEVES COUNTY
True and Correct copy of Original filed in Reeves County Clerks Office

ACKNOWLEDGEMENTS

STATE OF TEXAS §
§
COUNTY OF MIDLAND §

The forgoing instrument was acknowledged before me this 9th day of July, 2014 by Frank McCabe, Vice President of San Saba Resources LLC, a Texas limited liability company, on behalf of said company.

Ashley Williams
Notary Public in and for the State of Texas

Printed Name: Ashley Williams

My Commission Expires:
[SEAL]

ASHLEY WILLIAMS
MY COMMISSION EXPIRES
April 13, 2017

STATE OF TEXAS §
§
COUNTY OF MIDLAND §

The forgoing instrument was acknowledged before me this 9th day of July, 2014 by Steven H. Pruett, the President & CEO of Elevation Resources LLC, a Delaware limited liability company, on behalf of said company.

LORI A. TOOMSALU
Notary Public, State of Texas
My Commission Expires
April 24, 2017

Lori A. Toomsalu
Notary Public in and for the State of Texas

Printed Name:

My Commission Expires: 4/24/17
[SEAL]

VOL 10911 PG 0381

STATE OF TEXAS REEVES COUNTY
True and Correct copy of Original filed in Reeves County Clerks Office

EXHIBIT "A"

ATTACHED TO AND MADE A PART OF THAT CERTAIN ASSIGNMENT OF OIL AND GAS LEASES DATED July 9, 2014 BETWEEN SAN SABA RESOURCES, LLC, AS ASSIGNOR, AND ELEVATION RESOURCES LLC, AS ASSIGNEE.

Lease 1: MF 115987 A

Date: September 3, 2013
Recorded: Document Number 13-07107, Volume 1027, Page 108, Official Public Records of Reeves County, Texas
Lessor: The State of Texas, acting by and through its agents, Bobby A. Burchard and Sammie W. Burchard Living Trust by Bobby A. Burchard and Sammie W. Burchard as Co-Trustees
Lessee: San Saba Resources, LLC
Lands Covered: All of Section 23, Block 58, Public Land Survey, Reeves County, Texas; containing 640 acres, more or less.

Lease 2: MF 115987 B

Date: September 15, 2013
Recorded: Document Number 13-07327, Volume 1028, Page 466, Official Public Records of Reeves County, Texas
Lessor: The State of Texas, acting by and through its agent, LaRue Burchard Worley
Lessee: San Saba Resources, LLC
Lands Covered: All of Section 23, Block 58, Public Land Survey, Reeves County, Texas; containing 640 acres, more or less.

Lease 3: MF 115987 C

Date: September 18, 2013
Recorded: Document Number 13-07183, Volume 1027, Page 474, Official Public Records of Reeves County, Texas
Lessor: The State of Texas, acting by and through its agent, Wider Sky, LP
Lessee: San Saba Resources, LLC
Lands Covered: All of Section 23, Block 58, Public Land Survey, Reeves County, Texas; containing 640 acres, more or less.

Lease 4: MF 115987 E

Date: October 29, 2013
Recorded: Document Number 13-08655, Volume 1038, Page 214, Official Public Records of Reeves County, Texas
Lessor: The State of Texas, acting by and through its agent, Boys & Boots Land and Cattle Company, LLC, A Texas Limited Liability Company
Lessee: San Saba Resources, LLC
Lands Covered: All of Section 23, Block 58, Public Land Survey, Reeves County, Texas; containing 640 acres, more or less.

Lease 5: MF 115987 D

Date: September 15, 2013
Recorded: Document Number 13-07452, Volume 1029, Page 296, Official Public Records of Reeves County, Texas
Lessor: The State of Texas, acting by and through its agent, Mark Burchard, as Member of Rocking Horse Ridge, LLC, by and through its General Partner Madrone Creek Capital, LP.
Lessee: San Saba Resources, LLC
Lands Covered: All of Section 23, Block 58, Public Land Survey, Reeves County, Texas; containing 640 acres, more or less.

VOL 1091 PG 0382

Inst No. 14-06542
DIANNE O. FLOREZ
COUNTY CLERK
2014 Jul 22 at 09:56 AM
REEVES COUNTY, TEXAS
By: VG DEPUTY

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

6

File No. MF 115987

Assignment # 9286 ~~County~~

San Saba to Elevation Resources, 25% undivid

Date Filed: 3/17/15

George P. Bush, Commissioner

By M. A.

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. 1091, PAGE 380 THRU 383

I hereby certified on 4th Sept 2014

DIANNE O. FLOREZ, COUNTY CLERK
REEVES COUNTY, TEXAS
BY Elizabeth Reyes DEPUTY

3.15.15

TEXAS GENERAL LAND OFFICE
GEORGE P. BUSH, COMMISSIONER

March 18, 2015

Ms. Holly Dominguez
Elevation Resources
200 North Loraine
Midland, TX 79701

RE: GLO Assignment ID # 9287

Dear Ms. Dominguez,

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

> Partial Assignment of Oil and Gas Lease, effective June 17, 2014 from Red Willow Production, LLC, as assignor, to Elevation Resources LLC, as assignee, as filed for record in Reeves County, in volume 1091, page 377.

Please see attached "Exhibit A" for reference. Filing fees of $200.00 were received in connection with the above assignment. Please feel free to contact me if you have any questions.

Best Regards,

Mark Adams

Mark Adams
Mineral Leasing
Energy Resources

Exhibit "A"

GLO ID	*County*	*Lease*
9287	*Reeves*	MF115987A
9287	*Reeves*	MF115987B
9287	*Reeves*	MF115987C
9287	*Reeves*	MF115987E

ELEVATION
RESOURCES

March 16, 2015

Commissioner of the Texas
General Land Office
Attn: Energy Resources/Mark Adams
1700 N. Congress Ave.
Austin, Texas 78701

Re: Certified Copy of Partial Assignments
Reeves County, Texas

Dear Mr. Adams:

Per our telephone conversation today, please find enclosed, for approval, certified copies of the following assignments:

1) Partial Assignment of Oil and Gas Leases dated effective April 1, 2014 by and between San Saba Resources, LLC, as Assignor and Elevation Resources LLC, as Assignee, recorded in Volume 1091, Page 380, Reeves County, Texas; – MF 115987 A-E

#9287 – 2) Partial Assignment of Oil and Gas Leases dated effective June 17, 2014 by and between Red Willow Production, LLC, as Assignor and Elevation Resources LLC, as Assignee, recorded in Volume 1091, Page 377, Reeves County, Texas. – MF 115987 A-C, E

I have also enclosed a check in the amount of $450.00 to cover all filing fees. If you have any questions or need anything further, please don't hesitate to contact me at (432) 685-7739. Thank you for your consideration.

Sincerely,

ELEVATION RESOURCES LLC

Holly Dominguez

Holly Dominguez
Land Associate

/hd
Encls.

Bank is needing an acknowledgment of receipt. Can you please email to me at hdominguez@elevationres.com

Thx! Holly

$250 - for assignment #9286

$200 - for assignment # 9287

ELEVATION RESOURCES LLC
200 N LORAINE, STE 1010
MIDLAND, TX 79701-4755

15709235 1614
37-65/1119 6065
2375203326

MARCH 6, 2015
Date

Pay to the Order of Commissioner of General Land office $450 00/100

four hundred fifty Dollars

Security Features Details on Back.

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

For filing fees

[redacted] 01614

129

From: Mark Adams
To: hdominguez@elevationres.com
Date: 3/18/2015 12:16 PM
Subject: Assignments 9286 and 9287; to Elevation Resources; state leases MF115987
Attachments: Assignment9286_to_Elevation_Resources.pdf; Assignment9287_to_Elevation_Resources.pdf

Holly,

Please see the attached letters confirming that the GLO has received and filed the two assignments we discussed on Monday, March 16, 2015. I have placed hard copies of the letters in our outgoing mail for today. Let me know if you have any questions or requests.

Thanks,

Mark Adams
Landman
Mineral Leasing, Energy Resources
Texas General Land Office
direct number: 512/463-5669
fax number: 512/475-1543
email: mark.adams@glo.texas.gov

#9287

14-06541
FILED FOR RECORD
REEVES COUNTY, TEXAS
[illegible] 09:56:00 AM

PARTIAL ASSIGNMENT OF OIL AND GAS LEASE

STATE OF TEXAS §
§
COUNTY OF REEVES §

VOL 1091 PG 0377

This Assignment of Oil and Gas Lease ("Assignment"), dated effective as June 18, 2014 ("Effective Date"), is made by Red Willow Production, LLC whose address is P.O. Box 369, Ignacio, CO 81137 ("Assignor") and Elevation Resources LLC, a Delaware limited liability company, whose address is 200 North Loraine, Suite 1010, Midland, Texas 79701 ("Assignee").

For and in consideration of Ten Dollars ($10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor does hereby GRANT, BARGAIN, SELL CONVEY, ASSIGN, TRANSFER, SET OVER AND DELIVER unto Assignee an undivided fifty-five percent (55%) working interest in and to the Oil and Gas Leases described on EXHIBIT "A" attached hereto.

This Assignment shall be binding on and inure to the benefit of the Assignor and Assignee and their respective successors and assigns. The terms and conditions contained in this Assignment shall constitute covenants running with the land and shall be binding on, and for the benefit of, the respective successors and assigns of Assignor and Assignee.

Assignor does hereby specially warrant and agree to defend title to the assigned undivided working interest in said oil and gas leases herein described for the benefit of Assignee and Assignee's successors and assigns against every person whomsoever lawfully claiming the same or any part thereof, by, through or under Assignor, but not otherwise.

In witness whereof, this Assignment is effective June 17, 2014 and is executed as of the date of each Acknowledgement attached hereto.

RED WILLOW PRODUCTION LLC.

John Herndon
Vice President of Land

ELEVATION RESOURCES LLC

By: Steven H. Pruett
President & CEO

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

ACKNOWLEDGEMENTS

VOL 10911 PG 0378

STATE OF COLORADO)
) SS.
COUNTY OF La Plata)

This instrument was acknowledged before me on this 17th day of June, 2014, by John E. Herndon, Vice President of Land of Red Willow Production LLC, on behalf of said company.

MARY L. SCOTT
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID # 20044034195
MY COMMISSION EXPIRES MARCH 15, 2018

Mary L. Scott
Notary Public

My commission expires: 3-15-18

STATE OF TEXAS §
§
COUNTY OF MIDLAND §

The forgoing instrument was acknowledged before me this 9th day of July, 2014 by Steven H. Pruett, the President & CEO of Elevation Resources LLC, a Delaware limited liability company, on behalf of said company.

LORI A. TOOMSALU
Notary Public, State of Texas
My Commission Expires
April 24, 2017

Lori A. Toomsalu
Notary Public in and for the State of Texas

Printed Name:

My Commission Expires: 4/24/17
[SEAL]

STATE OF TEXAS REEVES COUNTY
True and Correct copy of Original filed in Reeves County Clerks Office

3.17.15

EXHIBIT A - LEASES

	Lessor	Lessee	Lease Date	Legal Description	Recording Date	Volume	Page	Recording Document Number	State	County	RWP Gross Acreage	RWP Net Acreage
MF 115987A	State of Texas, acting by and through its agent, Bobby A. Burchard and Sammie W. Burchard Living Trust by Bobby A. Burchard and Sammie W. Burchard as Co-Trustees	San Saba Resources LLC	09/03/2013	All of Section 23, Block 58, Public Land Survey, Reeves County, Texas; containing 640 acres, more or less	09/30/2013	1027	0108	13-07107	TX	Reeves	213.333338	117.333335
115987 B	State of Texas, acting by and through its agent, LaRue Burchard Worley	San Saba Resources LLC	09/15/2013	All of Section 23, Block 58, Public Land Survey, Reeves County, Texas; containing 640 acres, more or less	10/24/2013	1028	466	13-07327	TX	Reeves	213.333332	117.333332
115987 C	State of Texas, acting by and through its agent, Wider Sky, LP	San Saba Resources LLC	09/18/2013	All of Section 23, Block 58, Public Land Survey, Reeves County, Texas; containing 640 acres, more or less	10/03/2013	1027	0474	13-07183	TX	Reeves	71.111110	39.111111
115987 E	State of Texas, acting by and through its agent, Boys & Boots Land and Cattle Company, LLC, a Texas Limited Liability Company	San Saba Resources LLC	10/29/2013	All of Section 23, Block 58, Public Land Survey, Reeves County, Texas; containing 640 acres, more or less	11/22/2013	1038	0214	13-08655	TX	Reeves	71.111110	39.111111
												312.888889

Inst No. 14-06541
DIANNE O. FLOREZ
COUNTY CLERK
2014 Jul 22 at 09:56 AM
REEVES COUNTY, TEXAS
By: VG DEPUTY

STATE OF TEXAS * REEVES COUNTY *

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

VOL 1091 PG 0379

(7.)

File No. MF 115987

Assignment #9287, Red Willow ~~County~~ Production to Elevation Resources, 55% w.i.

Date Filed: 3/17/15

George P. Bush, Commissioner

By M.A.

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. 1081 PAGE 311 THRU 319

I hereby certified on 4th Sept 2014

DIANNE O. FLOREZ, COUNTY CLERK
REEVES COUNTY, TEXAS
BY Elizabeth Reyes DEPUTY

3.15.12

TEXAS GENERAL LAND OFFICE
GEORGE P. BUSH, COMMISSIONER

April 7, 2015

Holly Dominguez
Elevation Resources
200 North Loraine, Suite 1010
Midland, Texas 79701

RE: GLO Assignment ID # 9306

Dear Ms. Dominguez,

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

> Partial Assignment of Oil and Gas Lease, is effective August 18th, 2014 from Willow Production, LLC, as assignor, to Elevation Resources LLC, as assignee, as filed for record in Reeves County, in volume 1123, page 676.

Please see attached "Exhibit A" for reference. Filing fees of $50.00 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

Exhibit "A"

GLO ID	*County*	*Lease*
9306	*Reeves*	MF115987

ELEVATION RESOURCES

ELEVATION RESOURCES LLC
200 N Loraine, Ste 1010
Midland, Texas 79701

15710429

VENDOR No.	VENDOR NAME	CHECK DATE	CHECK No.	CHECK TOTAL
100076	COMMISSIONER OF THE GENERAL LAND OFFICE	Apr-10-2015	009008	$50.00

VOUCHER	VENDOR INV #	INV DATE	TOTAL AMOUNT	PRIOR PMTS & DISCOUNTS	NET AMOUNT
03-10-861	MC1624	03/24/15	50.00	0.00	50.00
TOTAL INVOICES PAID					50.00

129

PAYEE: DETACH THIS STATEMENT BEFORE DEPOSITING

Holly Dominguez

From: Holly Dominguez
Sent: Thursday, April 09, 2015 10:48 AM
To: 'Alberto Amesquita'
Subject: FW: FW: Assignments 9286 and 9287; to Elevation Resources; state leases MF115987

Hi Alberto---

I just found out from our accounting dept. that the $50.00 check we sent you for the assignments below was returned due to an account error. They are re-cutting this check on tomorrow's check run and I will overnight it to your attention.

Sorry for this error!

Thanks!

Holly Dominguez
432-685-7747

-----Original Message-----
From: Holly Dominguez
Sent: Tuesday, April 07, 2015 9:44 AM
To: 'Alberto Amesquita'
Subject: RE: FW: Assignments 9286 and 9287; to Elevation Resources; state leases MF115987

Awesome! Thanks!!

-----Original Message-----
From: Alberto Amesquita [mailto:Alberto.Amesquita@GLO.TEXAS.GOV]
Sent: Tuesday, April 07, 2015 9:34 AM
To: Holly Dominguez
Subject: Re: FW: Assignments 9286 and 9287; to Elevation Resources; state leases MF115987

Here is a copy of the letter you will be receiving shortly. let me know if any changes need to be made.

Alberto Daniel Amesquita
Land TECH
Energy Resources
512-475-1500
alberto.amesquita@glo.texas.gov

>>> Holly Dominguez <hdominguez@elevationres.com> 4/7/2015 9:06 AM >>>
Can you tell me if you might have processed this yet? If at all possible, I would like the letter emailed to me as well as regular mail. We are needing this to send to our bank as soon as we receive it.

Thanks so much!

Holly Dominguez

432-685-7747

-----Original Message-----
From: Mark Adams [mailto:Mark.Adams@GLO.TEXAS.GOV]
Sent: Thursday, April 02, 2015 10:14 AM
To: Holly Dominguez
Cc: Alberto Amesquita
Subject: RE: Assignments 9286 and 9287; to Elevation Resources; state leases MF115987

Holly,

On March 26, 2015, the GLO received a certified copy of a Partial Assignment of Oil and Gas Lease effective August 18, 2014 from Red Willow Production, LLC, as assignor to Elevation Resources, LLC, as assignee, recorded in Volume 1123, Page 676 in Reeves County.

I have passed along the assignment to Alberto Amesquita who processes and files our assignments and asked him to put it on the top of his stack. If you need to the receipt letter emailed to you as soon as he processes it, let me know. Otherwise he will send it via standard mail.

Thanks,

Mark Adams
Landman
Mineral Leasing, Energy Resources
Texas General Land Office
direct number: 512/463-5669
fax number: 512/475-1543
email: mark.adams@glo.texas.gov

>>> Holly Dominguez <hdominguez@elevationres.com> 3/18/2015 12:36 PM >>>
Thanks for your fast response!

Holly Dominguez
Land Associate
Elevation Resources LLC
432-685-7747

-----Original Message-----
From: Mark Adams [mailto:Mark.Adams@GLO.TEXAS.GOV]
Sent: Wednesday, March 18, 2015 12:17 PM
To: Holly Dominguez
Subject: Assignments 9286 and 9287; to Elevation Resources; state leases MF115987

Holly,

Please see the attached letters confirming that the GLO has received and filed the two assignments we discussed on Monday, March 16, 2015. I have placed hard copies of the letters in our outgoing mail for today. Let me know if you have any questions or requests.

Thanks,

Mark Adams
Landman
Mineral Leasing, Energy Resources
Texas General Land Office
direct number: 512/463-5669
fax number: 512/475-1543
email: mark.adams@glo.texas.gov

ELEVATION
RESOURCES

March 25, 2015

Commissioner of the Texas
General Land Office
Attn: Energy Resources/Mark Adams
1700 N. Congress Ave.
Austin, Texas 78701

Re: Certified Copy of Partial Assignment
Reeves County, Texas

Dear Mr. Adams:

Please find enclosed, for approval, a certified copy of a Partial Assignment of Oil and Gas Lease dated effective August 18, 2014 by and between Red Willow Production, LLC, as Assignor and Elevation Resources LLC, as Assignee, recorded in Volume 1123, Page 676, Reeves County, Texas.

I have also enclosed a check in the amount of $50.00 to cover all filing fees. If you have any questions or need anything further, please don't hesitate to contact me at (432) 685-7747. Thank you for your consideration.

Sincerely,

ELEVATION RESOURCES LLC

Holly Dominguez
Land Associate

/hd
Encls.

129

ELEVATION RESOURCES LLC
200 N LORAINE, STE 1010
MIDLAND, TX 79701-4755

15709607

1624

37-65/1119 6065
2375203326

March 24, 2015
Date

Pay to the Order of Commissioner of the General Land Office $50.00

fifty dollars Dollars

Security Features Details on Back.

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

For Filing Fee for Assignment

[redacted] 1624

PARTIAL ASSIGNMENT OF OIL AND GAS LEASE

14-10766
FILED FOR RECORD
REEVES COUNTY, TEXAS
Nov 18, 2014 at 10:16:00 AM

VOL 1123 PG 0676

STATE OF TEXAS §
§
COUNTY OF REEVES §

This Assignment of Oil and Gas Lease ("Assignment"), dated effective as August 18, 2014 ("Effective Date"), is made by Red Willow Production, LLC whose address is P.O. Box 369, Ignacio, CO 81137 ("Assignor") and Elevation Resources LLC, a Delaware limited liability company, whose address is 200 North Loraine, Suite 1010, Midland, Texas 79701 ("Assignee").

For and in consideration of Ten Dollars ($10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor does hereby GRANT, BARGAIN, SELL CONVEY, ASSIGN, TRANSFER, SET OVER AND DELIVER unto Assignee an undivided fifty-five percent (55%) working interest in and to the Oil and Gas Lease described on EXHIBIT "A" attached hereto.

This Assignment shall be binding on and inure to the benefit of the Assignor and Assignee and their respective successors and assigns. The terms and conditions contained in this Assignment shall constitute covenants running with the land and shall be binding on, and for the benefit of, the respective successors and assigns of Assignor and Assignee.

Assignor does hereby specially warrant and agree to defend title to the assigned undivided working interest in said oil and gas lease herein described for the benefit of Assignee and Assignee's successors and assigns against every person whomsoever lawfully claiming the same or any part thereof, by, through or under Assignor, but not otherwise.

In witness whereof, this Assignment is effective August 18, 2014 and is executed as of the date of each Acknowledgement attached hereto.

RED WILLOW PRODUCTION, LLC.

John Herndon
Vice President of Land

ELEVATION RESOURCES LLC

By: Steven H. Pruett
President & CEO

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

ACKNOWLEDGEMENTS

VOL 1123 PG 0677

STATE OF COLORADO)
) SS.
COUNTY OF La Plata)

This instrument was acknowledged before me on this 18th day of August, 2014, by John E. Herndon, Vice President of Land of Red Willow Production LLC, on behalf of said company.

MARY L. SCOTT
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID # 20044034195
MY COMMISSION EXPIRES MARCH 15, 2018

Mary L. Scott
Notary Public

My commission expires: 3-15-2018

STATE OF TEXAS §
§
COUNTY OF MIDLAND §

The forgoing instrument was acknowledged before me this 13th day of October, 2014 by Steven H. Pruett, the President & CEO of Elevation Resources LLC, a Delaware limited liability company, on behalf of said company.

HOLLY A. DOMINGUEZ
Notary Public, State of Texas
My Commission Expires
July 29, 2015

Holly A. Dominguez
Notary Public in and for the State of Texas

Printed Name: Holly A. Dominguez

My Commission Expires:
[SEAL]

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

VOL 1123 PG 0678 EXHIBIT A

Lessor	Lessee	Lease Date	Legal Description	Recording Date	Recording Volume	Recording Page	Recording Document Number	State	County	RWP Gross Acreage	RWP Net Acreage
State of Texas, acting by and through its agent, Madrone Creek Capital, LP, by and through its General Partner, Rocking Horse Ridge, LLC	San Saba Resources LLC	09/15/2013	All of Section 23, Block 58, Public Land Survey, Reeves County, Texas; containing 640 acres, more or less	10/10/2013	1029	0296	13-07452	TX	Reeves	71.111110	39.111111

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

THE STATE OF TEXAS * REEVES COUNTY *

Inst No. 14-10766
DIANNE O. FLOREZ
COUNTY CLERK
2014 Nov 18 11:00:16 AM
REEVES COUNTY, TEXAS
By: VG DEPUTY

51.92.5

(8)

File No. MF115987

Assignment #9306 Red Willow ~~County~~

to Elevation Resources

Date Filed: 3-26-15

George P. Bush, Commissioner

By

3-26-15

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

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 1103 PAGE 676 THRU 678

I hereby certified on 16th MAR 2015

DIANNE O. FLOREZ, COUNTY CLERK
REEVES COUNTY, TEXAS
BY Elizabeth Ramos DEPUTY

MF 115987

RAILROAD COMMISSION OF TEXAS
OIL & GAS DIVISION

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

PERMIT NUMBER	DATE PERMIT ISSUED OR AMENDED	DISTRICT
789174	Jul 19, 2014	* 08
API NUMBER	FORM W-1 RECEIVED	COUNTY
42-389-34374	Jun 10, 2014	REEVES
TYPE OF OPERATION	WELLBORE PROFILE(S)	ACRES
NEW DRILL	Horizontal	640

OPERATOR 247756

ELEVATION RESOURCES LLC
200 N LORAINE STE 1010
MIDLAND, TX 79701

NOTICE
This permit and any allowable assigned may be revoked if payment for fee(s) submitted to the Commission is not honored.
District Office Telephone No:
(432) 684-5581

LEASE NAME	WELL NUMBER
JETT RINK STATE 58-23	1H
LOCATION	TOTAL DEPTH
9.5 miles N direction from TOYAH	11500

Section, Block and/or Survey
SECTION 23 BLOCK 58 ABSTRACT 5128
SURVEY PSL/KINGSBERY, A C

DISTANCE TO SURVEY LINES	DISTANCE TO NEAREST LEASE LINE
567 ft. WEST 250 ft. SOUTH	200 ft.
DISTANCE TO LEASE LINES	DISTANCE TO NEAREST WELL ON LEASE
567 ft. WEST 250 ft. SOUTH	See FIELD(s) Below

FIELD(s) and LIMITATIONS:

* SEE FIELD DISTRICT FOR REPORTING PURPOSES *

FIELD NAME / LEASE NAME	ACRES / NEAREST LEASE	DEPTH	WELL # / NEAREST WE	DIST
PHANTOM (WOLFCAMP)	640.00	11,500	1H	08
JETT RINK STATE 58-23	200		4250	

WELLBORE PROFILE(s) FOR FIELD: Horizontal

RESTRICTIONS:
Lateral: TH1
Penetration Point Location
Lease Lines: 567.0 F WEST L
850.0 F SOUTH L
Terminus Location
Lease Lines: 567.0 F WEST L
100.0 F NORTH L
Survey Lines: 567.0 F WEST L
100.0 F NORTH L

THE FOLLOWING RESTRICTIONS APPLY TO ALL FIELDS

This well shall be completed and produced in compliance with applicable special field or statewide spacing and density rules. If this well is to be used for brine mining, underground storage of liquid hydrocarbons in salt formations, or underground storage of gas in salt formations, a permit for that specific purpose must be obtained from Environmental Services prior to construction, including drilling, of the well in accordance with Statewide Rules 81, 95, and 97.

This well must comply to the new SWR 3.13 requirements concerning the isolation of any potential flow zones and zones with corrosive formation fluids. See approved permit for those formations that have been identified for the county in which you are drilling the well in.

API No. 42-389-34374

Drilling Permit # 789174

SWR Exception Case/Docket No.

RAILROAD COMMISSION OF TEXAS
OIL & GAS DIVISION

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

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

FORM W-1 07/2004

Permit Status: Approved

1. RRC Operator No.	2. Operator's Name (as shown on form P-5, Organization Report)	3. Operator Address (include street, city, state, zip):
247756	ELEVATION RESOURCES LLC	200 N LORAINE STE 1010 MIDLAND, TX 79701

4. Lease Name	5. Well No.
JETT RINK STATE 58-23	1H

GENERAL INFORMATION

6. Purpose of filing (mark ALL appropriate boxes): [X] 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 [X] Horizontal (Also File Form W-1H) [ ] Directional (Also File Form W-1D) [ ] Sidetrack

8. Total Depth	9. Do you have the right to develop the minerals under any right-of-way ?	10. Is this well subject to Statewide Rule 36 (hydrogen sulfide area)?
11500	[X] Yes [ ] No	[ ] Yes [X] No

SURFACE LOCATION AND ACREAGE INFORMATION

11. RRC District No.	12. County	13. Surface Location
08	REEVES	[X] Land [ ] Bay/Estuary [ ] Inland Waterway [ ] Offshore

14. This well is to be located 9.5 miles in a N direction from Toyah which is the nearest town in the county of the well site.

15. Section	16. Block	17. Survey	18. Abstract No.	19. Distance to nearest lease line:	20. Number of contiguous acres in lease, pooled unit, or unitized tract:
23	58	PSL/KINGSBERY, A C	A-5128	200 ft.	640

21. Lease Perpendiculars: 567 ft from the WEST line and 250 ft from the SOUTH line.

22. Survey Perpendiculars: 567 ft from the WEST line and 250 ft from the SOUTH line.

23. Is this a pooled unit?	24. Unitization Docket No:	25. Are you applying for Substandard Acreage Field?
[ ] Yes [X] No		[ ] Yes (attach Form W-1A) [X] No

FIELD INFORMATION List all fields of anticipated completion including Wildcat. List one zone per line.

26. RRC District No.	27. Field No.	28. Field Name (exactly as shown in RRC records)	29. Well Type	30. Completion Depth	31. Distance to Nearest Well in this Reservoir	32. Number of Wells on this lease in this Reservoir
08	71052900	PHANTOM (WOLFCAMP)	Oil or Gas Well	11500	4250.00	2

BOTTOMHOLE LOCATION INFORMATION is required for DIRECTIONAL, HORIZONTAL, AND AMENDED AS DRILLED PERMIT APPLICATIONS (see W-1H attachment)

Remarks

Certificate:

I certify that information stated in this application is true and complete, to the best of my knowledge.

Stewart Newton — Name of filer

Jun 10, 2014 — Date submitted

(512)4808800 — Phone

stewart.newton@pghengineers.com — E-mail Address (OPTIONAL)

RRC Use Only Data Validation Time Stamp: Jul 19, 2014 9:21 AM('As Approved' Version)

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

RAILROAD COMMISSION OF TEXAS
OIL & GAS DIVISION

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

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

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

Permit #	789174
Approved Date:	Jul 19, 2014

1. RRC Operator No.	2. Operator's Name (exactly as shown on form P-5, Organization Report)	3. Lease Name	4. Well No.
247756	ELEVATION RESOURCES LLC	JETT RINK STATE 58-23	1H

Lateral Drainhole Location Information

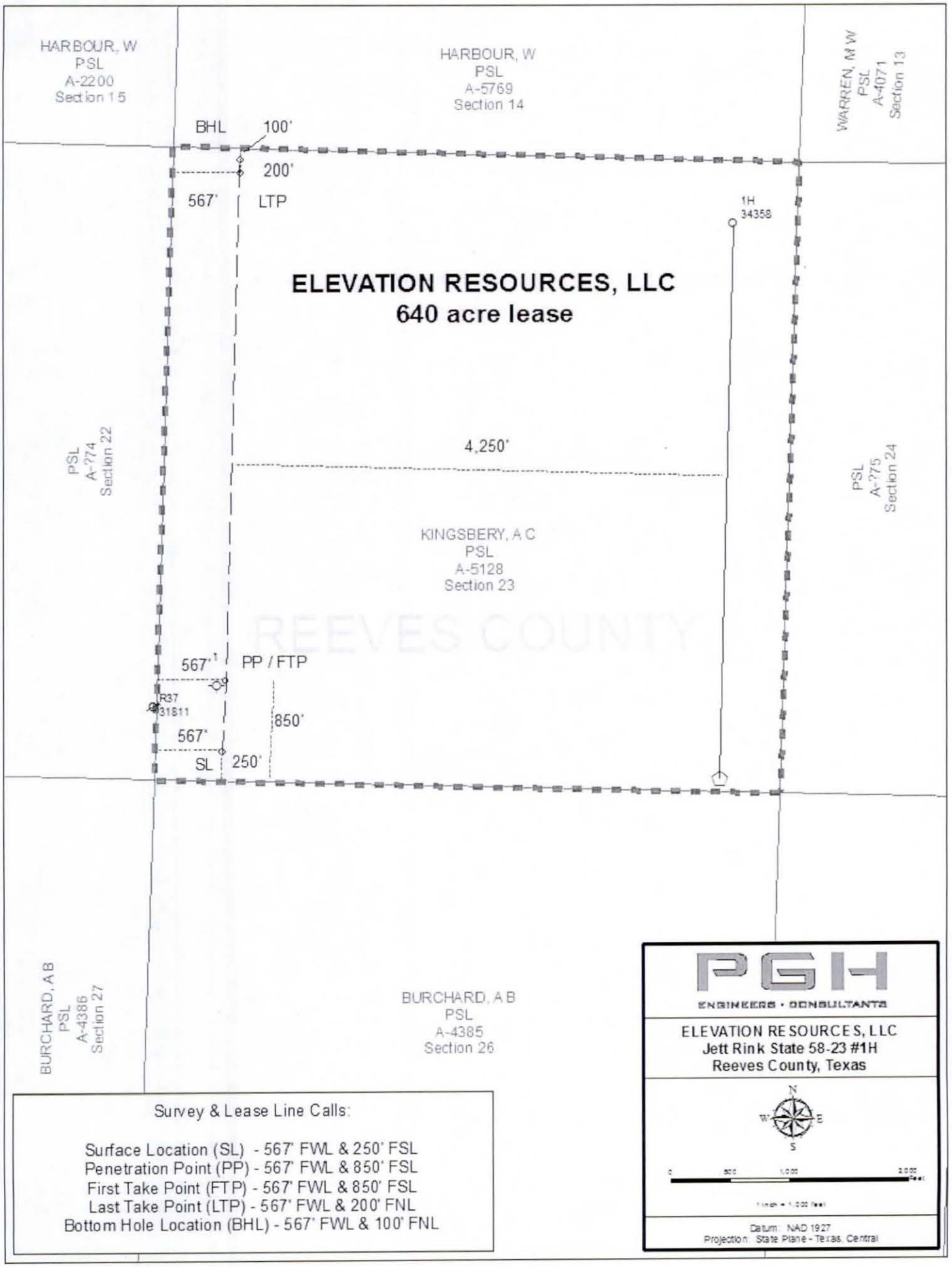
5. Field as shown on Form W-1: PHANTOM (WOLFCAMP) (Field # 71052900, RRC District 08)

6. Section	7. Block	8. Survey	9. Abstract	10. County of BHL
23	58	PSL/KINGSBERY, A C	5128	REEVES

11. Terminus Lease Line Perpendiculars
567 ft. from the West line. and 100 ft. from the North line

12. Terminus Survey Line Perpendiculars
567 ft. from the West line. and 100 ft. from the North line

13. Penetration Point Lease Line Perpendiculars
567 ft. from the West line. and 850 ft. from the South line



Survey & Lease Line Calls:

Surface Location (SL) - 567' FWL & 250' FSL
Penetration Point (PP) - 567' FWL & 850' FSL
First Take Point (FTP) - 567' FWL & 850' FSL
Last Take Point (LTP) - 567' FWL & 200' FNL
Bottom Hole Location (BHL) - 567' FWL & 100' FNL

PGH
ENGINEERS · CONSULTANTS

ELEVATION RESOURCES, LLC
Jett Rink State 58-23 #1H
Reeves County, Texas

Datum: NAD 1927
Projection: State Plane - Texas, Central

RAILROAD COMMISSION OF TEXAS
OIL & GAS DIVISION

SWR #13 Formation Data

REEVES (389) County

Formation	Shallow Top	Deep Top	Remarks	Geological Order	Effective Date
FORD-DELAWARE	2,500	2,500		1	12/17/2013
CASTILLE	2,800	2,800		2	12/17/2013
BELL CANYON	4,800	5,000		3	12/17/2013
DELAWARE	2,500	5,700		4	12/17/2013
DELAWARE CONSOLIDATED GAS	6,500	6,500		5	12/17/2013
CHERRY CANYON	3,800	7,800		6	12/17/2013
BONE SPRINGS	7,500	9,800		7	12/17/2013
PERMIAN	11,300	11,300		8	12/17/2013
WOLFCAMP	10,000	12,300		9	12/17/2013
PENNSYLVANIAN	11,000	14,900		10	12/17/2013
MISSISSIPPIAN	10,000	16,000		11	12/17/2013
DEVONIAN	13,600	17,800		12	12/17/2013
FUSSELMAN	14,000	17,800		13	12/17/2013
ELLENBURGER	15,000	20,800		14	12/17/2013

This is a dynamic table that will be updated continuously. It is the operators responsibility to make sure that at time of spudding the well the most current table is being referenced.

9.

File No. MF 115987
permit 389-34374

Date Filed: 7-19-14

Jerry E. Patterson, Commissioner

By JK

USPS TRACKING #

9590 9402 1749 6074 7803 88

RECEIVED
AUG 16 2017

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

United States
Postal Service

General Land Office

Texas General Land Office
George P. Bush, Commissioner
P.O. Box 12873
Austin, Texas 78711-2873

ATTN: Aurora Jordan

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:

Jetta Permian, LP
Attn: Yvonne T. Matchett
777 Taylor St ste P1
Ft. Worth, TX 76102-4919

9590 9402 1749 6074 7803 88

7015 1520 0000 6667 3450

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

☐ Agent
☐ Addressee

B. Received by *(Printed Name)* Rachel Bradford

C. Date of Delivery 8/7/17

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

3. Service Type

- ☐ Adult Signature
- ☐ Adult Signature Restricted Delivery
- ☐ Certified Mail®
- ☐ Certified Mail Restricted Delivery
- ☐ Collect on Delivery
- ☐ Delivery Restricted Delivery
- ☐ ail
- ☐ ail Restricted Delivery (over $500)
- ☐ Priority Mail Express®
- ☐ Registered Mail™
- ☐ Registered Mail Restricted Delivery
- ☐ Return Receipt for Merchandise
- ☐ Signature Confirmation™
- ☐ Signature Confirmation Restricted Delivery

PS Form 3811, July 2015 PSN 7530-02-000-9053 MF 115987 Domestic Return Receipt

7015 1520 0000 6667 3450

U.S. Postal Service™
CERTIFIED MAIL® RECEIPT
Domestic Mail Only

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

OFFICIAL USE

Certified Mail Fee

$

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

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

Postage

$

Total Postage and Fees

$

Postmark Here

MF115987

attn: Yvonne T. Matchett

Sent To Jetta Permian, LP

Street and Apt. No., or PO Box No. 777 Taylor St. Ste P1

City, State, ZIP+4® Ft. Worth, TX 76102-4919

PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions

Certified Mail service provides the following benefits:

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

Important Reminders:

- You may purchase Certified Mail service with First-Class Mail®, First-Class Package Service®, or Priority Mail® service.
- Certified Mail service is *not* available for international mail.
- Insurance coverage is *not* available for purchase with Certified Mail service. However, the purchase of Certified Mail service does not change the insurance coverage automatically included with certain Priority Mail items.
- For an additional fee, and with a proper endorsement on the mailpiece, you may request the following services:
  - Return receipt service, which provides a record of delivery (including the recipient's signature). You can request a hardcopy return receipt or an electronic version. For a hardcopy return receipt, complete PS Form 3811, *Domestic Return Receipt;* attach PS Form 3811 to your mailpiece; for an electronic return receipt, see a retail associate for assistance. To receive a duplicate return receipt for no additional fee, present this USPS®-postmarked Certified Mail receipt to the retail associate.
  - Restricted delivery service, which provides delivery to the addressee specified by name, or to the addressee's authorized agent.
  - Adult signature service, which requires the signee to be at least 21 years of age (not available at retail).
  - Adult signature restricted delivery service, which requires the signee to be at least 21 years of age and provides delivery to the addressee specified by name, or to the addressee's authorized agent (not available at retail).
- To ensure that your Certified Mail receipt is accepted as legal proof of mailing, it should bear a USPS postmark. If you would like a postmark on this Certified Mail receipt, please present your Certified Mail item at a Post Office™ for postmarking. If you don't need a postmark on this Certified Mail receipt, detach the barcoded portion of this label, affix it to the mailpiece, apply appropriate postage, and deposit the mailpiece.

IMPORTANT: Save this receipt for your records.

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

COPY

Jetta Permian, LP
Attn: Yvonne T Matchett
777 Taylor St Ste P1
Fort Worth, TX 76102-4919

Billing Date: 8/2/2017
Billing Due Date: 9/1/2017
Customer Number: C000089663

Invoice	Mineral File	Gas Royalty	Oil Royalty	Penalty	Interest	Total Due
17I00476	MF115987	$0.00	$975.25	$97.53	$65.41	$1,138.19
Total Due		$0.00	$975.25	$97.53	$65.41	**$1,138.19**

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

Contact Info: Andrea Charlton (512) 463-5190 or Andrea.Charlton@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
Jetta Permian, LP
Billing Date: 8/2/2017
Billing Due Date: 9/1/2017
Customer Number: C000089663

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
17I00476	MF115987	$0.00	$975.25	$97.53	$65.41	$1,138.19
Total Due		$0.00	$975.25	$97.53	$65.41	**$1,138.19**
Amt. Paid						

Energy Financial Management
SMAR Activity / Invoicing Approval

Auditor/Account Examiner: Andrea Charlton
Company Name: JETTA PERMIAN, LP
Customer Number: C000089663
Mineral File #: MF115987
Transaction Type: Volume Reconciliation
Other / Invoice #:

Previous Amount	Current Amount	Date	AE / Reviewer's Notes	Reviewer's Signature	AR Notes
	$1,138.19	07/26/17	Under reported/paid sales volumes	MM 8/1/2017	

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

Customer ID:	C000089663	**Category**	Oil
Invoice Number:		**Auditor/AE:**	Acharito
GLO Lease:	MF115987	**Billing Date:**	8/1/2017
GLO Review:	JETTA PERMIAN, LP	**P&I Calculation Date:**	8/31/2017
Review Period:	SEPT 2015 Through AUG 2016	**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 Particip**	**Price**	**BTU**	**Gross Value**	**Royalty Due**	**Royalty Paid**	**Additional Ro**	**Number of Da**	**Interest Rate For**	**Penalty Rate Fror**	**Interest Rate Fror**	**Revenue Due**
Oct-15	08-46305	182	1.00000000	42.87	1.00	$7,802.04	$975.25	$0.00	$975.25	635	4.25%	$97.53	$65.41	$1,138.19
TOTALS		**182**				**$7,802.04**	**$975.25**	**$0.00**	**$975.25**			**$97.53**	**$65.41**	**$1,138.19**

ATTENTION: Berenise Gonzales
CERTIFIED MAIL : 7015 1520 0000 6667 3450

COMMENTS: SALES VOLUMES REPORTED TO THE GLO WERE COMPARED TO VOLUMES REPORTED TO THE RRC.
IT HAS BEEN DETERMINED THAT THE SALES VOLUMES HAVE BEEN UNDER PAID.

COLUMN (3) RRC VOLUME - REPRESENTS UNDER REPORTED SALES VOLUMES TO THE GLO FROM RRC WELL ID# 08-46305
COLUMN (5) PRICE - TAKEN FROM PRODUCTION ROYALTY REPORTS SUBMITTED TO THE TEXAS GENERAL LAND OFFICE
COLUMN (13)(14)(15) PLEASE GO TO THIS WEB SITE FOR EXPLANATION OF PENALTY AND INTEREST ASSESSMENT:
http://www.glo.texas.gov/energy-business/oil-gas/rrac/forms/penalty-interest-assessment-rules.pdf

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

(10)

File No. MF 115987

County

Recon Billing

Date Filed: 08/03/17

George P. Bush, Commissioner

By

TEXAS GENERAL LAND OFFICE
GEORGE P. BUSH, COMMISSIONER

November 8, 2017

Hollie Barney
Jetta Permian, LP
777 Taylor St., Ste P1
Fort Worth, TX 76102

RE: Assignment ID #10446 –MF115987 et al (see attached Exhibit A)
Reeves County

Dear Ms. Barney:

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

Assignment of Oil, Gas and Mineral Lease, effective June 27, 2017, from Elevation Resources, LLC, Assignor to Jetta Permian, LP, Assignee. Filed for record in Vol 1465, Pg. 0198.

Filing fees in the amount of $2,250.00 were received for the referenced assignment.

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

Best regards,

Carl Bonn, CPL
Mineral Leasing – Energy Resources

Exhibit "A"

Assignment ID 10446 – Reeves County

Elevation Resources, LLC to Jetta Permian, LP

MF115987 A-E

MF116116 J

MF116332 E (expired)

MF116726

MF116828 A&B (both expired)

MF116830 (expired)

MF116831 (expired)

MF116832 C,D,E (all expired)

MF116863 ABC (expired)

MF116864 (expired)

MF116865 (expired)

MF116866 A

MF117080 A thru K (expired) L is Active

MF117081

MF117123 A

MF117130 A&B (both expired)

MF117131 A

MF117132 A

MF117332 A&B

MF117333

MF117389

MF117721

JETTA PERMIAN, LP

Fort Worth Club Tower ♦ 777 Taylor St., Suite P1 ♦ Fort Worth, TX 76102
817.335.1179 ♦ Fax 817.334.0869 ♦ JettaPermian.com

MF115987 et al

October 30, 2017

ID 10446

Texas General Land Office
Energy Resources/Mineral Leasing
Attn: Carl Bonn, CPL
1700 North Congress, Rm 847B
Austin, Texas 78701

RE: Certified copies of the following:
-Assignment and Bill of Sale; Elevation Resources, LLC to Jetta Permian, LP @1413/235
-Assignment and Bill of Sale; San Saba Resources, LLC & Browning Oil Company, Inc. to Jetta Perman, LP @1414/121
-Partial Assignment of Oil and Gas Lease; Red Willow Production, LLC to Browning Oil Company, Inc. @1134/100
- Partial Assignment of Oil and Gas Lease; Red Willow Production, LLC to San Saba Resources, LLC @1228/235
-Assignment of Oil and Gas Leases; Browning Oil Company, Inc. to San Saba Resources, LLC @1391/271

Attn: Carl Bonn,

Please find enclosed certified copies to go with the payments mailed in on September 7, 2017 per our email conversation on October 27, 2017.

Thank you for your help in getting this all cleared up. Feel free to give me a call at 817-639-2333 should you have any further questions.

Sincerely,

Hollie Barney

Hollie Barney
Senior Land Analyst
Jetta Permian, LP
hbarney@jettapermian.com

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
104446

DOCUMENT TYPE: (mark one):
✓ Assignment Deed of Trust Merger/Name Change

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

Working Interest: ✓ Overriding Royalty Interest: Other (explain):

Remarks:

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

County	Volume	Page	Execution Date/Effective Date
Reeves	1413	235	3-30-17 / 3-1-17

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. Elevation Resources, LLC	Jetta Permian, LP	100%	100%	0
2.				
3.				
4.				

Attach additional pages as needed.

LEASES COVERED BY THIS TRANSFER:

State Lease #	COUNTY	BLOCK	SECTION	PART OF SECTION	DEPTH RESTRICTION
1. See attached					
2.					
3.					
4.					

Hollie Barney
Preparer's Signature

Hollie Barney
Name (please print)

hbarney@jettaoperating.com
E-Mail Address

817-335-1179
Telephone Number

Sr. Land Analyst
Title

9-8-17
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.

Jetta Permian, LP
Company Name

777 Taylor St., Ste. P1
Mailing Address

Fort Worth, TX 76102
City/State/Zip

JETTA PERMIAN LP
FORT WORTH, TX

VENDOR NO.: 1014
VENDOR NAME: TEXAS GENERAL LAND OFFICE

DATE: 09/08/17
CHECK #: 1794

VOUCHER	VENDOR INV #	INV DATE	TOTAL AMOUNT	PRIOR PMTS &DISCOUNTS	NET AMOUNT
09-10-40	170908.FEE	09/08/17	2,250.00	0.00	2,250.00

ASSIGNMENT SUMMARY NOTIFICATION FOR ALL STATE LEASES

TOTAL INVOICES PAID 2,250.00

Elevation to Jetta

X 129

18700433

STATE CASE #	COUNTY	BLOCK	SECTION	PART OF SECTION	DEPTH RESTRICTION
MF116831	REEVES	58	31	ALL	NONE
		58	42	W/2	
MF116830	REEVES	58	32	S/2	NONE
		58	39	E/2	
MF117080L	REEVES	58	30	E/2 of NW/4	NONE
ME20140130	REEVES	58	21	SE/4	NONE
		58	22	ALL	
MF115987A	REEVES	58	23	ALL	NONE
MF115987B	REEVES	58	23	ALL	NONE
MF115987C	REEVES	58	23	ALL	NONE
MF115987D	REEVES	58	23	ALL	NONE
MF115987E	REEVES	58	23	ALL	NONE
MF116116J	REEVES	58	19	SW/4	NONE
MF116332E	REEVES	58	21	SW/4	NONE
MF116726	REEVES	58	29	W/2 of NW/4 of NE/4 AND NE/4 of NE/4	NONE
MF116828A	REEVES	58	30	W/2 of NW/4	NONE
MF116828B	REEVES	58	30	W/2 of NW/4	NONE
MF116832C	REEVES	58	31	NW/2	NONE
MF116832D	REEVES	58	31	NW/2	NONE
MF116832E	REEVES	58	31	NW/2	NONE
MF116863A	REEVES	58	31	ALL	NONE
		58	32	S/2	
		58	42	W/2	
MF116863B	REEVES	58	31	ALL	NONE
		58	32	S/2	
		58	42	W/2	
MF116863C	REEVES	58	31	ALL	NONE
		58	32	S/2	
		58	42	W/2	
MF116864	REEVES	58	30	NE/4	NONE
MF116865	REEVES	58	30	W 3/4 of SE/4	NONE
MF116866	REEVES	58	42	W/2	NONE
MF117080A	REEVES	58	30	E/2 of NW/4	NONE
MF117080B	REEVES	58	30	E/2 of NW/4	NONE
MF117080C	REEVES	58	30	E/2 of NW/4	NONE
MF117080D	REEVES	58	30	E/2 of NW/4	NONE
MF117080E	REEVES	58	30	E/2 of NW/4	NONE
MF117080F	REEVES	58	30	E/2 of NW/4	NONE
MF117080G	REEVES	58	30	E/2 of NW/4	NONE
MF117080H	REEVES	58	30	E/2 of NW/4	NONE
MF117080I	REEVES	58	30	E/2 of NW/4	NONE
MF117080J	REEVES	58	30	E/2 of NW/4	NONE
MF117080K	REEVES	58	30	E/2 of NW/4	NONE
MF117081	REEVES	58	30	N/2 of SW/4	NONE
MF117123	REEVES	58	29	E/2 of NE/4 of NW/4	NONE
MF117130A	REEVES	58	32	S/2	NONE
MF117130B	REEVES	58	32	S/2	NONE
MF117131	REEVES	58	29	N/2 of E/2 of NW/4 of NE/4	NONE
MF117132	REEVES	58	29	S/2 of E/2 of NW/4 of NE/4	NONE
MF117332A	REEVES	58	31	ALL	NONE
MF117332B	REEVES	58	31	ALL	NONE
MF117333	REEVES	59	39	S/2	NONE
MF117389	REEVES	58	31	ALL	NONE
		58	32	S/2	
		58	42	W/2	
MF117721	REEVES	58	19	NW/4 of NW/4	NONE

ID 10446

17-07861 eff 3-1-17
FILED FOR RECORD
REEVES COUNTY, TEXAS
May 08, 2017 at 02:24:00 PM
all

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.

(A-E) MF 115987 | 116863 exp | 117131A
116116 J | 116864 exp | 117132A

STATE OF TEXAS §
§
COUNTY OF REEVES §

KNOW ALL MEN BY THESE PRESENTS:

116332 E exp | 116865 exp | 117132 A B
116726 | 116866A | 117333
(A&B) 116828 exp | 117080 L | 117389
ASSIGNMENT AND BILL OF SALE 116831 | 117081 | 117721
116830 exp | 117123 A
(C D E) 116832 exp | 117130 exp

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THIS ASSIGNMENT AND BILL OF SALE (this "Assignment") is by and between **Elevation Resources LLC.**, a Delaware limited liability company, whose address is 200 N. Loraine, Ste. 1010, Midland, Texas 79701 (herein called "Assignor"), and **Jetta Permian, LP**, a Delaware limited partnership, whose address is 777 Taylor Street, Suite P1, Fort Worth, Texas 76102, (herein called "Assignee") and is effective as of 12:00 am (Central Time) on March 1, 2017 (the "Effective Time").

ARTICLE I
CONVEYANCE

1.1 **Assignment and Description of the Property.** Assignor, for good and valuable consideration in hand paid, the receipt and sufficiency of which is hereby acknowledge and confessed, hereby GRANT, BARGAIN, SELL, ASSIGN, TRANSFER AND CONVEY to Assignee all of its right, title, and interests in and to the Assets (as defined below). The "Assets" means the following:

(a) the Hydrocarbon and mineral leases that are described on **Exhibit A-1,** together with the leasehold estates covered thereby, all overriding royalty interests, nonparticipating royalties, reversionary interests, carried interests, options, convertible interests, net profits interests and other similar interest and rights related thereto, subject to such depth limitations and other restrictions as may be set forth in the leases or in any conveyances in the chain of title, including all pooled or unitized acreage that includes all or a part of any such interests or other rights (collectively, the "**Leasehold Interests**"), and all tenements, hereditaments and appurtenances belonging to the Leasehold Interests, including without limitation all rights conferred upon the owner thereof with respect to the use and occupation of the lands covered thereby;

(b) all oil, gas, water, injection, disposal and other wells located on the Leasehold Interests (the "**Wells**" and, together with the Leasehold Interests, the "**Oil and Gas Interests**"), whether producing, shut-in, or temporarily abandoned and including, without limitation, the working interest listed on **Exhibit A-2** together with the equipment, machinery, and other tangible personal property located on the Oil and Gas Interests at the Effective Time (the "**Personal Property**") and the fixtures, manifolds, processing units, compression facilities and other improvements located on the Oil and Gas Interests (together with the Personal Property, the "**Equipment**");

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(c) any contracts, agreements, easements, rights of use or access, and other similar rights or interests; in each case, to the extent binding on, benefitting or burdening the Oil and Gas Interests and reasonably required or useful for the ownership or operation of the Oil and Gas Interests after the date hereof, but only to the extent applicable to the Oil and Gas Interests and Equipment (rather than Assignor's other oil and gas interests), such agreements are described on **Exhibit A-3**.

(d) all oil, gas, condensate or any other gaseous and liquid hydrocarbons or any combination or constituents thereof, including sulphur and other constituents extracted therefrom ("**Hydrocarbons**") within, produced from, or attributable to the Oil and Gas Interests from and after the Effective Time;

(e) originals, if available, and electronic copies of the following: lease records, land and contract files, well files and drilling reports, division order files, abstracts, surveys, accounting records, Property Tax records, title records and title opinions, owned well logs and electric logs, pressure and other technical data, production records, balancing, transportation and gathering records, regulatory files, environmental reports and analyses, any geological or geophysical records or data (to the extent transferrable (x) without payment of a license, transfer or other fee or royalty to a third person, (y) upon payment of a license, transfer or other fee or royalty to a third person which Assignee agrees in writing to pay, or (z) if Assignee executes a license, royalty or other agreement with a third person which Assignee in fact executes), and other records, in each case, to the extent related primarily to the Assets or reasonably required for the operation of the Assets after the date hereof excluding, however:

i. all legal records and legal files (excluding title opinions and contracts), including but not limited to all work product of and attorney client communications with Seller's counsel, (in each case) whether or not related to the Assets;

ii. records containing Assignor's economic, reserves or investment forecasts, analyses, criteria, or rationales or similar information;

iii. all corporate and partnership records of Assignor;

iv. all financial, tax, and legal records of the Assignor to the extent relating to Assignor's business generally; and

v. any books, records, data, files, maps and accounting records to the extent disclosure or transfer is prohibited by third-party contract or applicable law and the necessary consents to transfer have not been obtained after Assignor has made commercially reasonable efforts to obtain such consents.

Subject to the exclusions in clauses (i) through (v) above are, the data, records, files, software and information described in this subsection (e) are referred to herein as "Records"

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(f) to the extent transferable, any federal, state and local governmental licenses, permits, franchises, orders, exemptions, variances, waivers, authorizations, certificates, consents, rights, privileges and applications therefore that are primarily used or primarily held for use in connection with the Oil and Gas Interests or other Assets ("**Governmental Authorizations**");

(g) all (i) trade credits, accounts receivable and other receivables and general intangibles attributable to the Assets with respect to periods of time from and after the Effective Time; and (ii) liens and security interests in favor of Assignor, whether choate or inchoate, under any law or contract to the extent relating to ownership, operation, or sale of any of the Assets or arising in favor of Assignor as to any third party;

(h) all rights of Assignor to audit the records of any third party and to receive refunds or payments of any nature, and all amounts of money relating thereto, arising from or relating to (i) ownership or operation of the Assets from and after the Effective Time, or (ii) the Assumed Obligations before or after the Effective Time; and

(i) all rights relating to claims and causes of action (including insurance claims, whether or not asserted, or claims to the proceeds of insurance) that may be asserted against third parties arising during or attributable to (i) periods after the Effective Time, or (ii) the Assumed Obligations, whether before or after the Effective Time.

TO HAVE AND TO HOLD the Property unto Assignee, its successors and assigns, forever, subject to the terms and matters set forth in this Assignment

1.2 **Special Warranty**. Assignor warrants title to the Oil & Gas Interests to Assignee, its successors and assigns, against all persons claiming or to claim the same or any part thereof by, through or under Assignor or any of its affiliates, but not otherwise. The Parties acknowledge and agree that the foregoing warranty shall constitute and be considered a special warranty of title by, through and under Assignor under the applicable Laws of the State of Texas. **EXCEPT AS PROVIDED IN THE PRECEDING SENTENCES OF THIS SECTION 1.2, ASSIGNOR MAKES NO WARRANTY OR REPRESENTATION, EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, WITH RESPECT TO ASSIGNOR'S TITLE TO ANY OF THE ASSETS.** Assignor hereby assigns to Assignee all rights, claims and causes of action on title warranties given or made by Assignor's predecessors (other than affiliates of Assignor), and Assignee is specifically subrogated to all rights which Assignor may have against its predecessors, to the extent Assignor may legally transfer such rights and grant such subrogation

1.3 **Purchase and Sale Agreement**. This Assignment is made and accepted subject to all of the terms of that certain Purchase and Sale Agreement, dated March 31, 2017, effective as of March 1, 2017, by and between Assignor, as Seller, and Assignee, as Purchaser, (the "Agreement"), which is hereby deemed incorporated by reference into this Assignment to the fullest extent permitted by law.

ARTICLE II
ASSUMPTION OF OBLIGATIONS

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2.1 **Assumed Obligations**. Subject to the Retained Liabilities as it is defined pursuant to the Agreement, Assignee shall assume and hereby agrees to fulfill, perform, pay and discharge (or cause to be fulfilled, performed, paid or discharged) all of the Assumed Obligations as they are defined pursuant to the Agreement.

ARTICLE III
OTHER PROVISIONS

3.1 **Further Assurances**. Assignees and Assignor agree to execute, acknowledge and deliver from time to time such further instruments and do such other acts as are reasonably requested by the other party to effectuate the purposes of this Assignment or of the Agreement.

3.2 **Successors and Assigns**. The provisions of this Assignment shall be covenants running with the land, and this Assignment binds and inures to the benefit of the parties hereto and their respective permitted successors and assigns, and all the terms, provisions, covenants, obligations, and conditions of this Assignment shall be enforceable by the parties hereto and their respective permitted successors and assigns.

3.3 **Counterparts**. This Assignment may be executed in any number of counterparts, and each such counterpart hereof shall be deemed to be an original instrument, but all of such counterparts shall constitute for all purposes one agreement.

3.4 **Attachments**. The Exhibit attached to this Assignment (including any Preamble thereto) is incorporated herein by reference and made a part hereof for all purposes.

3.5 **Governing Law**. THIS ASSIGNMENT SHALL BE GOVERNED, CONSTRUED AND ENFORCED IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS, EXCLUDING ANY CONFLICTS-OF-LAW RULE OR PRINCIPLE THAT MIGHT APPLY THE LAW OF ANOTHER JURISDICTION.

3.6 **Severability**. If any provision of this Assignment is found by a court of competent jurisdiction to be invalid or unenforceable, that provision will be deemed modified to the extent necessary to make it valid and enforceable and if it cannot be so modified, it shall be deemed deleted and the remainder of this Assignment shall continue and remain in full force and effect.

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IN WITNESS WHEREOF, the authorized representatives of Assignor and Assignee execute this Assignment on the dates set forth in their respective acknowledgments hereto to be effective for all purposes as of the Effective Date.

ASSIGNOR:

ELEVATION RESOURCES LLC

By: Tim Reece, Vice President - Land

ACKNOWLEDGMENT

STATE OF TEXAS §

COUNTY OF MIDLAND §

The foregoing instrument was acknowledged before me on the 30th day of March, 2017, by Tim Reece, Vice President - Land of Elevation Resources LLC, a Delaware limited liability company, on behalf of said limited liability company in such capacity.

(Seal)

LORI A. TOOMSALU
Notary Public, State of Texas
Comm. Expires 04-24-2021
Notary ID 124029550

Notary Public, State of Texas

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[signature pages continue on the following page]

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ASSIGNEE:

JETTA PERMIAN, LP
a Delaware limited partnership

By: Jetta Permian GP, LLC
a Delaware limited liability company
its General Partner

By: Mark S. Nichols, Vice President—Land

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ACKNOWLEDGMENT

STATE OF TEXAS §
COUNTY OF TARRANT §

The foregoing instrument was acknowledged before me on the 31st day of March, 2017, by Mark S. Nichols, Vice President - Land of Jetta Permian GP, LLC, the General Partner of Jetta Permian, LP, on behalf of said limited liability company, on behalf of said limited partnership.

(Seal)

Notary Public, State of Texas

Amanda L. Gonzales
Notary ID 12646221-9
My Commission Expires
March 27, 2020

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Exhibit A-1

Lessor	Lessee	Lease Date	Volume	Page
STATE OF TEXAS, ACTING BY AND THROUGH ITS AGENT, JIM TOM, INC.	WILLIAM B. ROBBINS 117721	10/2/2014	1159	301
THE STATE OF TEXAS, ACTING BY AND THROUGH ITS AGENT, SUSANNA A. ROSS, AS HER SOLE AND SEPARATE PROPERTY	WILLIAM B. ROBBINS 116116-J	12/12/2014	1152	402
STATE OF TEXAS, ACTING BY AND THROUGH ITS AGENT, JARED MCDONNELL, AS HIS SOLE AND SEPARATE PROPERTY	WILLIAM B. ROBBINS 116332-E	5/19/2014	1096	153
STATE OF TEXAS, ACTING BY AND THROUGH ITS AGENT, BOBBY A. BURCHARD AND SAMMIE W. BURCHARD LIVING TRUST BY BOBBY A. BURCHARD AND SAMMIE W. BURCHARD, AS CO-TRUSTEES	SAN SABA RESOURCES, LLC 115987-A	9/3/2013	1027	108
STATE OF TEXAS, ACTING BY AND THROUGH ITS AGENT, LARUE BURCHARD WORLEY	SAN SABA RESOURCES, LLC 115987-B	9/15/2013	1028	466
STATE OF TEXAS, ACTING BY AND THROUGH ITS AGENT, MARK BURCHARD, AS MEMBER OF ROCKING HORSE RIDGE, LLC, BY AND THROUGH ITS GENERAL PARTNER OF MADRONE CREEK CAPITAL, LP	SAN SABA RESOURCES, LLC 115987-D	9/15/2013	1029	296
STATE OF TEXAS, ACTING BY AND THROUGH ITS AGENT, WIDER SKY, LP BY RENE SANDIFER, ITS GENERAL PARTNER	SAN SABA RESOURCES, LLC 115987-C	9/18/2013	1027	474
STATE OF TEXAS, ACTING BY AND THROUGH ITS AGENT, BOYS & BOOTS LAND AND CATTLE COMPANY, LLC, A TEXAS LIMITED LIABILITY COMPANY	SAN SABA RESOURCES, LLC 115987-E	10/29/2013	1038	214
WIDER SKY, LP BY AND THROUGH ITS GENERAL PARTNER, KANSTIN, LLC	ELEVATION RESOURCES LLC	6/16/2014	1115	366
MADRONE CREEK CAPITAL, LP BY ITS GENERAL PARTNER, ROCKING HORSE RIDGE, LLC, BY ITS MEMBER, MARK BURCHARD	ELEVATION RESOURCES LLC	6/16/2014	1115	370
BOYS & BOOTS LAND AND CATTLE COMPANY, LLC, A TEXAS LIMITED LIABILITY COMPANY	ELEVATION RESOURCES LLC	6/16/2014	1115	374

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Exhibit A-1 continued

Lessor	Lessee	Lease Date	Volume	Page
STATE OF TEXAS, ACTING BY AND THROUGH ITS AGENT, STANLEY JOHNSON, AS HIS SOLE AND SEPARATE PROPERTY	WILLIAM B. ROBBINS 117123-A	8/1/2014	1111	481
STATE OF TEXAS, ACTING BY AND THROUGH IT AGENT, GEORGE THOMAS KEY, II, AS HIS SOLE AND SEPARATE PROPERTY	WILLIAM B. ROBBINS 117131-A	9/9/2014	1108	191
STATE OF TEXAS, ACTING BY AND THROUGH ITS AGENT, DOROTHEA M. MCARTHUR, INDP. EXEC.OF THE ESTATE OF STEPHEN R. MCARTHUR, DEC'D	WILLIAM B. ROBBINS 117132-A	9/9/2014	1111	474
JERRY E. PATTERSON, COMMISSIONER OF THE GENERAL LAND OFFICE OF THE STATE OF TEXAS	ELEVATION RESOURCES LLC 1167216	7/1/2014	1102	344
STATE OF TEXAS, ACTING BY AND THROUGH ITS AGENT, PATTI HAUGEN, AS HER SOLE AND SEPARATE PROPERTY	WILLIAM B. ROBBINS 117080-J	5/1/2014	1108	216
STATE OF TEXAS, ACTING BY AND THROUGH ITS AGENT, WIGGINS PARTNERSHIP	WILLIAM B. ROBBINS 116865	5/5/2014	1076	722
STATE OF TEXAS, ACTING BY AND THROUGH ITS AGENT, SHAWN SHANNON	WILLIAM B. ROBBINS 1168164	5/5/2014	1080	390
STATE OF TEXAS, ACTING BY AND THROUGH ITS AGENT, GEORGE FINGER VANCE JR., AS HIS SOLE AND SEPARATE PROPERTY	WILLIAM B. ROBBINS 117080-B	5/10/2014	1099	36
STATE OF TEXAS, ACTING BY AND THROUGH ITS AGENT, PEGGY F. MAUCH, AS HER SOLE AND SEPARATE PROPERTY	WILLIAM B. ROBBINS 117080-C	5/10/2014	1099	521
STATE OF TEXAS, ACTING BY AND THROUGH ITS AGENT, VANCE & VIRGINIA FERGUSON TRUST	WILLIAM B. ROBBINS 117080-D	5/10/2014	1099	512
STATE OF TEXAS, ACTING BY AND THROUGH ITS AGENT, JOHNNIE RAE BROCK, AS HER SOLE AND SEPARATE PROPERTY	WILLIAM B. ROBBINS 117080-E	5/10/2014	1099	503
STATE OF TEXAS, ACTING BY AND THROUGH ITS AGENT, R. VANCE SHEFFER, AS HIS SOLE AND SEPARATE PROPERTY	WILLIAM B. ROBBINS 117080-A	5/10/2014	1099	474
STATE OF TEXAS, ACTING BY AND THROUGH ITS AGENT, CLAYTON D. VANCE, AS HIS SOLE AND SEPARATE PROPERTY	WILLIAM B. ROBBINS 117080-G	5/10/2014	1099	454

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Exhibit A-1 continued

Lessor	Lessee	Lease Date	Volume	Page
STATE OF TEXAS, ACTING BY AND THROUGH ITS AGENT, MICHELLE JAMES, AS HER SOLE AND SEPARATE PROPERTY	WILLIAM B. ROBBINS 117080-I	5/10/2014	1108	198
STATE OF TEXAS, ACTING BY AND THROUGH RICHARD BENNETT VANCE, AS HIS SOLE AND SEPARATE PROPERTY	WILLIAM B. ROBBINS 117080-F	5/10/2014	1108	207
STATE OF TEXAS, ACTING BY AND THROUGH ITS AGENT, CATHY GRANDER, AS HER SOLE AND SEPARATE PROPERTY	WILLIAM B. ROBBINS 117080-H	5/10/2014	1099	465
STATE OF TEXAS, ACTING BY AND THROUGH ITS AGENT, WILLIAM M. VANCE AND WIFE, JANIE VANCE	WILLIAM B. ROBBINS 116828-B	6/1/2014	1082	76
STATE OF TEXAS, ACTING BY AND THROUGH ITS AGENT, ROBERT R. VANCE, AS HIS SOLE AND SEPARATE PROPERTY	WILLIAM B. ROBBINS 116828-A	6/1/2014	1085	149
STATE OF TEXAS, ACTING BY AND THROUGH ITS AGENT, JUDY PAPE, AS HER SOLE AND SEPARATE PROPERTY	WILLIAM B. ROBBINS 117080-K	6/10/2014	1135	674
DESERT PARTNERS IV, LP	ELEVATION RESOURCES LLC	6/25/2014	1096	187
LAMBERT LAND COMPANY, LLC	ELEVATION RESOURCES LLC	6/25/2014	1096	193
STATE OF TEXAS, ACTING BY AND THROUGH ITS AGENT, CIRRUS MINERALS, LLC	WILLIAM B. ROBBINS 117081	7/1/2014	1099	481
STATE OF TEXAS, ACTING BY AND THROUGH ITS AGENT, SHERRIE L. JONES, AS HER SOLE AND SEPARATE PROPERTY	WILLIAM B. ROBBINS 117080-L	3/10/2015	1164	142
STATE OF TEXAS, ACTING BY AND THROUGH ITS AGENT, MARY B. HARWIT UNITRUST, WELLS FARGO, AS AGENT	WILLIAM B. ROBBINS 116832-D	5/5/2014	1085	117
STATE OF TEXAS, ACTING BY AND THROUGH ITS AGENT, WELLS FARGO BANK, N.A., AGENT OF THE ANDREW H. WALL AGENCY	WILLIAM B. ROBBINS 116832-C	5/5/2014	1085	130
STATE OF TEXAS, ACTING BY AND THROUGH ITS AGENT, HEATHER WALL MULLINS	WILLIAM B. ROBBINS 116832-E	5/6/2014	1080	448
STATE OF TEXAS, ACTING BY AND THROUGH ITS AGENT, WADE P. KOEHL	WILLIAM B. ROBBINS 117332-B	6/4/2014	1096	169
STATE OF TEXAS, ACTING BY AND THROUGH ITS AGENT, MIDLAND AOG PARTNERS, LTD.	WILLIAM B. ROBBINS 117332-A	6/4/2014	1096	178

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Exhibit A-1 continued

Lessor	Lessee	Lease Date	Volume	Page
STATE OF TEXAS, ACTING BY AND THROUGH ITS AGENT, DESERT PARTNERS IV, L.P.	WILLIAM B. ROBBINS 117130-A	8/1/2014	1105	157
STATE OF TEXAS, ACTING BY AND THROUGH ITS AGENT, LAMBERT LAND COMPANY, LLC	WILLIAM B. ROBBINS 117130-B	8/1/2014	1105	164
STATE OF TEXAS, ACTING BY AND THROUGH ITS AGENT, TED COVINGTON, AS HIS SOLE AND SEPARATE PROPERTY	WILLIAM B. ROBBINS 116866-A	6/1/2014	1096	112
COMMISSIONER OF THE GENERAL LAND OFFICE OF THE STATE OF TEXAS AND DALTEX MUNN ASSOCIATES	117333 ELEVATION RESOURCES LLC	7/9/2014	1096	121
PONDEROSA ROYALTY LLC	ELEVATION RESOURCES LLC	3/4/2014	1063	504
GUY F. STOVALL, JR., DEALING IN HIS SOLE AND SEPARATE PROPERTY	ELEVATION RESOURCES LLC	3/4/2014	1063	502
STATE OF TEXAS, ACTING BY AND THROUGH ITS AGENT, ANDREA WALL OWENS	WILLIAM B. ROBBINS 116863-C	5/1/2014	1080	431
STATE OF TEXAS, ACTING BY AND THROUGH ITS AGENT, DELA MINERALS, INC.	ELEVATION RESOURCES LLC 116831	5/5/2014	1096	726
STATE OF TEXAS, ACTING BY AND THROUGH ITS AGENT, RANDY CAMP, INDEPENDENT EXECUTOR OF THE ESTATE OF NELLIE MAY GOHLKE, DECEASED	WILLIAM B. ROBBINS 117389	6/1/2014	1096 Corr - 1152	162 Corr - 411
STATE OF TEXAS, ACTING BY AND THROUGH ITS AGENT, JANE COVINGTON DRAKE, AS HER SOLE AND SEPARATE PROPERTY	WILLIAM B. ROBBINS 116863-A	6/1/2014	1087	122
STATE OF TEXAS, ACTING BY AND THROUGH ITS AGENT, CRAIG HENDERSON, AS INDEPENDENT EXECUTOR OF THE ESTATE OF ANN C. HENDERSON, DECEASED	WILLIAM B. ROBBINS 116863-B	6/1/2014	1087	142
STATE OF TEXAS, ACTING BY AND THROUGH ITS AGENT, DELA MINERALS, INC.	ELEVATION RESOURCES LLC 116830	5/5/2014	1096	735

[end of Exhibit A-1]

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Reeves County Texas,
Jacqueline O. Florez, County Clerk
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Exhibit A-2

Well	API Number	GWI	NRI	State	County
JETT RINK STATE 58-23 #1H	42-389-34374	80.00%	60.00%	Texas	Reeves

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Reeves County Texas,
Dianne O. Florez, County Clerk
Page 11 of 12

11:37

Exhibit A-3

Easements

Grantor	Grantee	Agreement Date	Volume	Page
W.S. ARMSTRONG RANCH CO.	ELEVATION RESOURCES LLC	8/13/2014	1105	0334
STATE OF TEXAS, ACTING BY AND THROUGH THE COMMISSIONER OF THE GENERAL LAND OFFICE, ON BEHALF OF THE PERMANENT SCHOOL FUND **MISCELLANOUS EASEMENT NO.: ME20140130**	ELEVATION RESOURCES LLC 20140130	7/28/2014	1170	260

Joint Operating Agreement dated September 1, 2013, Red Willow Production, LLC, Operator, San Saba Resources, LLC, et al, Non-Operators, insofar as said agreement covers all of Section 23, Block 58, PSL Survey, Reeves County, Texas.

Gas Gathering and Processing Contract #01-004 dated 7/29/2014, Elevation Resources LLC, Producer and Eagleclaw Midstream Services, LLC, Gatherer, covering all of Sections 19 through 42 in Block 58, Public School Land Survey, Reeves County, Texas, and All of Section 20 through 29 and 32 through 41 in Block 59, Public School Land Survey, Reeves County, Texas.

VOL 1413 PG 0246

Inst No. 17-07861
DIANNE O. FLOREZ
COUNTY CLERK
2017 May 08 at 02:24 PM
REEVES COUNTY, TEXAS
By: LM _____, DEPUTY

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ment on file at
County Texas,
O. Florez, County Clerk
12 of 12

(11)

File No. MF115987
Assign #10446
Elevation (to) Jetta
Date Filed: 11-8-17
George P. Bush, Commissioner
By

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. 1413 PAGE 235 THRU 246

I hereby certified on 10 23 17

JANNE O. FLOREZ, COUNTY CLERK
REEVES COUNTY, TEXAS

DEPUTY

TEXAS GENERAL LAND OFFICE
GEORGE P. BUSH, COMMISSIONER

November 8, 2017

Hollie Barney
Jetta Permian, LP
777 Taylor St., Ste P1
Fort Worth, TX 76102

RE: Assignment ID #10447 –MF115987 A thru E
Reeves County

Dear Ms. Barney:

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

Assignment of Oil, Gas and Mineral Lease, effective March 1, 2017, from San Saba Resources, LLC, Assignor to Jetta Permian, LP, Assignee. Filed for record in Vol 1414, Pg. 0121.

Filing fees in the amount of $250.00 were received for the referenced assignment.

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

Best regards,

Carl Bonn, CPL
Mineral Leasing – Energy Resources

JETTA PERMIAN LP
FORT WORTH, TX

VENDOR NO.: 1014
VENDOR NAME: TEXAS GENERAL LAND OFFICE

DATE: 09/07/17
CHECK #: 1789

VOUCHER	VENDOR INV #	INV DATE	TOTAL AMOUNT	PRIOR PMTS &DISCOUNTS	NET AMOUNT
09-10-36	170907.A	09/07/17	250.00	0.00	250.00

ASSIGNMENT SUMMARY NOTIFICATION FOR ALL STATE LEASES ACQ.

TOTAL INVOICES PAID 250.00

129

MF 115987 A-E

18700367

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

Texas General Land Office
ASSIGNMENT SUMMARY

9.11.17
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	1414	121	4-7-17/3-1-17

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

Working Interest: ✓ Overriding Royalty Interest: Other (explain):

Remarks:

FROM List all companies or individuals listed in this instrument who are transferring ownership interests, in whole or in part, in the leases shown below	TO List all companies or individuals listed in this instrument who are receiving ownership interests in the leases listed below	% GROSS WI OWNED BY ASSIGNOR	% GROSS WI TRANSFERRED BY ASSIGNOR	% GROSS WI RETAINED BY ASSIGNOR
1. San Saba Resources, LLC	Jetta Permian, LP	15%	15%	0
2. Browning Oil Company, Inc.	Jetta Permian, LP	5%	5%	0
3.				
4.				

Attach additional pages as needed.

LEASES COVERED BY THIS TRANSFER:

State Lease #	COUNTY	BLOCK	SECTION	PART OF SECTION	DEPTH RESTRICTION
1. See attached					
2.					
3.	MF-115887 A-E				
4.					

Hollie Barney
Preparer's Signature

Hollie Barney
Name (please print)

hbarney@jettaoperating.com
E-Mail Address

817-335-1179
Telephone Number

Sr. Land Analyst
Title

9-7-17
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.

Jetta Permian, LP
Company Name

777 Taylor St., Ste. P1
Mailing Address

Fort Worth, TX 76102
City/State/Zip

File No. 115987

Date Filed: _____

George P. Bush, Commissioner

By _____

ID 10447

17-07963 MF 115987 A-E
FILED FOR RECORD
REEVES COUNTY, TEXAS
May 09, 2017 at 01:22:00 PM eff 3-1-17

all

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.

VOL 1414 PG 0121

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

ASSIGNMENT AND BILL OF SALE

THIS ASSIGNMENT AND BILL OF SALE (this "Assignment") is by and between **San Saba Resources, LLC**, a Delaware limited liability company, whose address is 550 W. Texas, Suite 310, Midland, Texas 79701 and **Browning Oil Company, Inc.,** a Nevada corporation, whose address is 12377 Merit Drive, Suite 450, Dallas, TX 75251 (collectively referred to herein as "Assignor"), and **Jetta Permian, LP**, a Delaware limited partnership, whose address is 777 Taylor Street, Suite P1, Fort Worth, Texas 76102, (herein called "Assignee") and is effective as of 12:00 am (Central Time) on March 1, 2017 (the "Effective Time").

ARTICLE I
CONVEYANCE

1.1 **Assignment and Description of the Property.** Assignor, for good and valuable consideration in hand paid, the receipt and sufficiency of which is hereby acknowledge and confessed, hereby GRANT, BARGAIN, SELL, ASSIGN, TRANSFER AND CONVEY to Assignee all of its right, title, and interests in and to the Assets (as defined below). The "Assets" means the following:

(a) the Hydrocarbon and mineral leases that are described on **Exhibit A-1,** together with the leasehold estates covered thereby, all overriding royalty interests, nonparticipating royalties, reversionary interests, carried interests, options, convertible interests, net profits interests and other similar interest and rights related thereto, subject to such depth limitations and other restrictions as may be set forth in the leases or in any conveyances in the chain of title, including all pooled or unitized acreage that includes all or a part of any such interests or other rights (collectively, the "**Leasehold Interests**"), and all tenements, hereditaments and appurtenances belonging to the Leasehold Interests, including without limitation all rights conferred upon the owner thereof with respect to the use and occupation of the lands covered thereby;

(b) all oil, gas, water, injection, disposal and other wells located on the Leasehold Interests (the "**Wells**" and, together with the Leasehold Interests, the "**Oil and Gas Interests**"), whether producing, shut-in, or temporarily abandoned and including, without limitation, the working interest listed on **Exhibit A-2** together with the equipment, machinery, and other tangible personal property located on the Oil and Gas Interests at the Effective Time (the "**Personal Property**") and the fixtures, manifolds, processing units, compression facilities and other improvements located on the Oil and Gas Interests (together with the Personal Property, the "**Equipment**");

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Dianne O. Florez, County Clerk
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(c) any contracts, agreements, easements, rights of use or access, and other similar rights or interests; in each case, to the extent binding on, benefitting or burdening the Oil and Gas Interests and reasonably required or useful for the ownership or operation of the Oil and Gas Interests after the date hereof, but only to the extent applicable to the Oil and Gas Interests and Equipment (rather than Assignor's other oil and gas interests).

(d) all oil, gas, condensate or any other gaseous and liquid hydrocarbons or any combination or constituents thereof, including sulphur and other constituents extracted therefrom ("**Hydrocarbons**") within, produced from, or attributable to the Oil and Gas Interests from and after the Effective Time;

(e) originals, if available, and electronic copies of the following: lease records, land and contract files, well files and drilling reports, division order files, abstracts, surveys, accounting records, Property Tax records, title records and title opinions, owned well logs and electric logs, pressure and other technical data, production records, balancing, transportation and gathering records, regulatory files, environmental reports and analyses, any geological or geophysical records or data (to the extent transferrable (x) without payment of a license, transfer or other fee or royalty to a third person, (y) upon payment of a license, transfer or other fee or royalty to a third person which Assignee agrees in writing to pay, or (z) if Assignee executes a license, royalty or other agreement with a third person which Assignee in fact executes), and other records, in each case, to the extent related primarily to the Assets or reasonably required for the operation of the Assets after the date hereof excluding, however:

i. all legal records and legal files (excluding title opinions and contracts described in Section 1.1(c) above), including but not limited to all work product of and attorney client communications with Seller's counsel, (in each case) whether or not related to the Assets;

ii. records containing Assignor's economic, reserves or investment forecasts, analyses, criteria, or rationales or similar information;

iii. all corporate and partnership records of Assignor;

iv. all financial, tax, and legal records of the Assignor to the extent relating to Assignor's business generally; and

v. any books, records, data, files, maps and accounting records to the extent disclosure or transfer is prohibited by third-party contract or applicable law and the necessary consents to transfer have not been obtained after Assignor has made commercially reasonable efforts to obtain such consents.

Subject to the exclusions in clauses (i) through (v) above are, the data, records, files, software and information described in this subsection (e) are referred to herein as "Records"

(f) to the extent transferable, any federal, state and local governmental licenses, permits, franchises, orders, exemptions, variances, waivers, authorizations, certificates, consents,

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rights, privileges and applications therefore that are primarily used or primarily held for use in connection with the Oil and Gas Interests or other Assets ("**Governmental Authorizations**");

(g) all (i) trade credits, accounts receivable and other receivables and general intangibles attributable to the Assets with respect to periods of time from and after the Effective Time; and (ii) liens and security interests in favor of Assignor, whether choate or inchoate, under any law or contract to the extent relating to ownership, operation, or sale of any of the Assets or arising in favor of Assignor as to any third party to the extent relating to (i) ownership or operation of the Assets from and after the Effective Time, or (ii) the Assumed Obligations before or after the Effective Time;

(h) all rights of Assignor to audit the records of any third party and to receive refunds or payments of any nature, and all amounts of money relating thereto, arising from or relating to (i) ownership or operation of the Assets from and after the Effective Time, or (ii) the Assumed Obligations before or after the Effective Time; and

(i) all rights relating to claims and causes of action (including insurance claims, whether or not asserted, or claims to the proceeds of insurance) that may be asserted against third parties arising during or attributable to (i) periods after the Effective Time, or (ii) the Assumed Obligations, whether before or after the Effective Time.

VOL 1414 PG 0123

TO HAVE AND TO HOLD the Property unto Assignee, its successors and assigns, forever, subject to the terms and matters set forth in this Assignment

1.2 **Special Warranty**. Assignor warrants title to the Oil & Gas Interests to Assignee, its successors and assigns, against all persons lawfully claiming or to claim the same or any part thereof by, through or under Assignor or any of its affiliates, but not otherwise. The Parties acknowledge and agree that the foregoing warranty shall constitute and be considered a special warranty of title by, through and under Assignor under the applicable Laws of the State of Texas. **EXCEPT AS PROVIDED IN THE PRECEDING SENTENCES OF THIS SECTION 1.2, ASSIGNOR MAKES NO WARRANTY OR REPRESENTATION, EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, WITH RESPECT TO ASSIGNOR'S TITLE TO ANY OF THE ASSETS.** Assignor hereby assigns to Assignee all rights, claims and causes of action on title warranties given or made by Assignor's predecessors (other than affiliates of Assignor), and Assignee is specifically subrogated to all rights which Assignor may have against its predecessors, to the extent Assignor may legally transfer such rights and grant such subrogation

1.3 **Purchase and Sale Agreement**. This Assignment is made and accepted subject to all of the terms of that certain Purchase and Sale Agreement, dated April 7, 2017, 2017, effective as of March 1, 2017, by and between Assignor, as Seller, and Assignee, as Purchaser, (the "Agreement"), which is hereby deemed incorporated by reference into this Assignment to the fullest extent permitted by law.

ARTICLE II
ASSUMPTION OF OBLIGATIONS

2.1 **Assumed Obligations**. Subject to the Retained Liabilities as it is defined pursuant to the Agreement and the survival period of such Retained Liabilities as set forth in the Agreement, Assignee

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shall assume and hereby agrees to fulfill, perform, pay and discharge (or cause to be fulfilled, performed, paid or discharged) all of the Assumed Obligations as they are defined pursuant to the Agreement.

ARTICLE III
OTHER PROVISIONS

3.1 **Further Assurances**. Assignees and Assignor agree to execute, acknowledge and deliver from time to time such further instruments and do such other acts as are reasonably requested by the other party to effectuate the purposes of this Assignment or of the Agreement.

3.2 **Successors and Assigns**. The provisions of this Assignment shall be covenants running with the land, and this Assignment binds and inures to the benefit of the parties hereto and their respective permitted successors and assigns, and all the terms, provisions, covenants, obligations, and conditions of this Assignment shall be enforceable by the parties hereto and their respective permitted successors and assigns.

3.3 **Counterparts**. This Assignment may be executed in any number of counterparts, and each such counterpart hereof shall be deemed to be an original instrument, but all of such counterparts shall constitute for all purposes one agreement.

3.4 **Attachments**. The Exhibit attached to this Assignment (including any Preamble thereto) is incorporated herein by reference and made a part hereof for all purposes.

3.5 **Governing Law**. THIS ASSIGNMENT SHALL BE GOVERNED, CONSTRUED AND ENFORCED IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS, EXCLUDING ANY CONFLICTS-OF-LAW RULE OR PRINCIPLE THAT MIGHT APPLY THE LAW OF ANOTHER JURISDICTION.

3.6 **Severability**. If any provision of this Assignment is found by a court of competent jurisdiction to be invalid or unenforceable, that provision will be deemed modified to the extent necessary to make it valid and enforceable and if it cannot be so modified, it shall be deemed deleted and the remainder of this Assignment shall continue and remain in full force and effect.

[*The remainder of this page was intentionally left blank*]

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Dianne O. Florez, County Clerk
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IN WITNESS WHEREOF, the authorized representatives of Assignor and Assignee execute this Assignment on the dates set forth in their respective acknowledgments hereto to be effective for all purposes as of the Effective Date.

ASSIGNOR:

SAN SABA RESOURCES, LLC

Frank McCabe

By: Frank McCabe, V.P. & Manager

ACKNOWLEDGMENT

STATE OF TEXAS §

COUNTY OF MIDLAND §

The foregoing instrument was acknowledged before me on the 7th day of April, 2017, by Frank McCabe, V.P. & Manager, on behalf of San Saba Resources, LLC, a Delaware limited liability company.

(Seal)

ERIKA HICKS
My Notary ID # 129234577
Expires December 14, 2020

Erika Hicks

Notary Public, State of Texas

[signature pages continue on the following page]

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s County Texas,
ne O. Florez, County Clerk
5 of 9

ASSIGNOR:

BROWNING OIL COMPANY, INC.

By: Michael R. McWilliams, President & CEO

VOL 1414 PG 0126

ACKNOWLEDGMENT

STATE OF TEXAS §

COUNTY OF DALLAS §

The foregoing instrument was acknowledged before me on the 7 day of April, 2017, by Michael R. McWilliams, President & CEO, on behalf of Browning Oil Company, Inc., a Nevada corporation.

(Seal)

DANIEL MCWILLIAMS
Notary Public, State of Texas
My Commission Expires
March 17, 2018

Notary Public, State of Texas

ASSIGNEE:

JETTA PERMIAN, LP
a Delaware limited partnership

By: Jetta Permian GP, LLC
a Delaware limited liability company
its General Partner

By: Mark S. Nichols, Vice President—Land

ACKNOWLEDGMENT

STATE OF TEXAS §
COUNTY OF TARRANT §

The foregoing instrument was acknowledged before me on the _____ day of April, 2017, by Mark S. Nichols, Vice President - Land of Jetta Permian GP, LLC, the General Partner of Jetta Permian, LP, on behalf of said limited liability company, on behalf of said limited partnership.

(Seal)

Notary Public, State of Texas

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Reeves County Texas,
Dianne O. Florez, County Clerk
Page 6 of 9

ASSIGNOR:

BROWNING OIL COMPANY, INC.

_____

By: Robert C. Wood, Vice President - Land

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ACKNOWLEDGMENT

STATE OF TEXAS §

COUNTY OF DALLAS §

The foregoing instrument was acknowledged before me on the _____ day of April, 2017, by Robert C. Wood, Vice President - Land, on behalf of Browning Oil Company, Inc., a Nevada corporation.

(Seal) Notary Public, State of Texas

ASSIGNEE:

JETTA PERMIAN, LP
a Delaware limited partnership

By: Jetta Permian GP, LLC
a Delaware limited liability company
its General Partner

_____
By: Mark S. Nichols, Vice President—Land

ACKNOWLEDGMENT

STATE OF TEXAS §
COUNTY OF TARRANT §

The foregoing instrument was acknowledged before me on the 7th day of April, 2017, by Mark S. Nichols, Vice President - Land of Jetta Permian GP, LLC, the General Partner of Jetta Permian, LP, on behalf of said limited liability company, on behalf of said limited partnership.

(Seal) John Garrett Elander
Notary ID# 128836991
My Commission Expires
December 23, 2019

Notary Public, State of Texas

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document on file at
Reeves County Texas,
Divane O. Florez, County Clerk
Page 7 of 9

Exhibit A-1

Lessor	Lessee	Lease Date	Volume	Page
STATE OF TEXAS, ACTING BY AND THROUGH ITS AGENT, BOBBY A. BURCHARD AND SAMMIE W. BURCHARD LIVING TRUST BY BOBBY A. BURCHARD AND SAMMIE W. BURCHARD, AS CO-TRUSTEES	SAN SABA RESOURCES, LLC 115987-A	9/3/2013	1027	108
STATE OF TEXAS, ACTING BY AND THROUGH ITS AGENT, LARUE BURCHARD WORLEY	SAN SABA RESOURCES, LLC 115987-B	9/15/2013	1028	466
STATE OF TEXAS, ACTING BY AND THROUGH ITS AGENT, MARK BURCHARD, AS MEMBER OF ROCKING HORSE RIDGE, LLC, BY AND THROUGH ITS GENERAL PARTNER OF MADRONE CREEK CAPITAL, LP	SAN SABA RESOURCES, LLC 115987-D	9/15/2013	1029	296
STATE OF TEXAS, ACTING BY AND THROUGH ITS AGENT, WIDER SKY, LP BY RENE SANDIFER, ITS GENERAL PARTNER	SAN SABA RESOURCES, LLC 115987-C	9/18/2013	1027	474
STATE OF TEXAS, ACTING BY AND THROUGH ITS AGENT, BOYS & BOOTS LAND AND CATTLE COMPANY, LLC, A TEXAS LIMITED LIABILITY COMPANY	SAN SABA RESOURCES, LLC 115987-E	10/29/2013	1038	214

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[end of Exhibit A-1]

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Dianne O. Florez, County Clerk
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Exhibit A-2

Well	API Number	GWI	NRI	State	County
JETT RINK STATE 58-23 #1H	42-389-34374	20.00% *	15.00% *	Texas	Reeves

*San Saba Resources, LLC owns: 15.00% GWI & 11.25% NRI
*Browning Oil Company, Inc. owns: 5.00% GWI & 3.75% NRI

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Inst No. 17-07963
DIANNE O. FLOREZ
COUNTY CLERK
2017 May 09 at 01:22 PM
REEVES COUNTY, TEXAS
By: ER EReyes, DEPUTY

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Document on file at
Reeves County Texas,
Dianne O. Florez, County Clerk
Page 9 of 9

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File No. MF115987

Assign # 10447

San Saba Co Jetta

Date Filed: 11-8-17

George P. Bush, Commissioner

By

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. 144 PAGE 121 THRU 124

I hereby certified on 12-23-17

DIANNE O. FLOREZ, COUNTY CLERK
REEVES COUNTY, TEXAS

BY: Cynthia Arandel DEPUTY

JETTA PERMIAN, LP

Frost Tower Fort Worth ♦ 640 Taylor St., Suite 2400 ♦ Fort Worth, TX 76102
817.335.1179 ♦ JettaPermian.com

June 5, 2019

Texas General Land Office
Energy Resources/Mineral Leasing
Attn: Daryl Morgan
1700 N. Congress Avenue, Suite 840
Austin, TX 78701-1495

Re: Pooling Agreement – Sunset State 58 13-24 Unit
GLO Unit No. 9509
Reeves County, Texas

Daryl,

Enclosed herewith are duplicate original copies of that certain Pooling Agreement for the Sunset State 58 13-24 Unit by and between the Commissioner of the General Land Office, on behalf of the State of Texas and Jetta Permian, LP.

Please return one fully executed copy to my attention at your earliest convenience and we will file of record in the Official Public Records of Reeves County, Texas.

Feel free to contact me at (817) 639-2266 or Garrett.Elander@JettaPermian.com at any time if you have any questions.

Sincerely,

Garrett Elander

Garrett Elander, RPL
Senior Landman
Jetta Permian, LP

01-01-3

(13)

File No. M-115987

County

Ltr. From Jetta

Date Filed: 6/10/19

George P. Bush, Commissioner

By

TEXAS GENERAL LAND OFFICE
GEORGE P. BUSH, COMMISSIONER

June 14, 2019

Mr. Garrett Elander, RPL
Jetta Permian LP
640 Taylor Street, Suite 2400
Fort Worth, Texas 76102

Re: Pooling Agreement
Sunset State 58 13-24 Unit
GLO Unit No. 9509
Reeves County, Texas

Dear Mr. Elander:

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

(14)

File No. M-115987

_____ County

Ltr. to Jeffa

Date Filed: 6/14/19

George P. Bush, Commissioner

By _____

DO NOT DESTROY

Texas General Land Office

UNIT AGREEMENT MEMO

UPA190222

Unit Number	*9509*				
Operator Name	*Jetta Permian, LP*			*Effective Date*	*05/07/2019*
Customer ID	*C000089663*			*Unitized For*	*Oil And Gas*
Unit Name	*Sunset State 58 13-24*			*Unit Term*	
County 1	*Reeves*	*RRC District 1*	*08*	*Old Unit Number*	*Inactive Status Date*
County 2		*RRC District 2*			
County 3		*RRC District 3*			
County 4		*RRC District 4*			
Unit type	*Permanent*				
State Net Revenue Interest	*Oil* ✓ *0.15397543*				
State Part in Unit	*1.00000000*				
Unit Depth	*Specified Depths*	*Well*			
From Depth	*Surface*	*Formation*			
To Depth	*300' TVD below the deepest depth reached by the horizontal lateral between FTP and LTP*	*Participation Basis*	*Surface Acreage*		

If Excluions Apply: See Remarks

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*
MF115987		639.990000	1,725.600000	0.37087969	O/G	0.12500000	0.04635996	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*
MF117291		191.760000	1,725.600000	0.11112656	O/G	0.12500000	0.01389082	
MF118546		102.800000	1,725.600000	0.05957348	O/G	0.12500000	0.00744669	No
MF118547		102.800000	1,725.600000	0.05957348	O/G	0.12500000	0.00744669	
MF118582		288.250000	1,725.600000	0.16704335	O/G	0.12500000	0.02088042	No
MF118862		160.000000	1,725.600000	0.09272137	O/G	0.25000000	0.02318034	No
MF118865		240.000000	1,725.600000	0.13908206	O/G	0.25000000	0.03477051	No

API Number
4238937389

Remarks:

Prepared By: JM — *Prepared Date:* 05/07/2019

GLO Base Updated By: JM — *GLO Base Date:* 05/07/2019

RAM Approval By: VD — *RAM Approval Date:* 05/07/2019

GIS By: JK — *GIS Date:* 5/25/2019

Well Inventory By: JM — *WI Date:* 05/07/2019

Pooling Committee Report

To:	**School Land Board**	**UPA190222**
Date of Board Meeting:	**05/07/2019**	**Unit Number: 9509**
Effective Date:	**05/07/2019**	
Unit Expiration Date:		
Applicant:	**Jetta Permian, LP**	
Attorney Rep:		
Operator:	**Jetta Permian, LP,**	
Unit Name:	**Sunset State 58 13-24**	
Field Name:	**FORD, WEST (WOLFCAMP)**	

County: Reeves

Lease Type	Lease Number	Lease Royalty	Expiration Date	Lease Term	Lease Acres	Lease Acres In Unit	Royalty Participation
RAL	MF115987	0.12500000	09/03/2014	1 years	640.000000	639.990000	0.04635996
RAL	MF117291	0.12500000	12/01/2018	46 months	2,597.590500	191.760000	0.01389082
RAL	MF118546	0.12500000	02/10/2020	3 years	102.800000	102.800000	0.00744669
RAL	MF118547	0.12500000	02/16/2020	3 years	102.800000	102.800000	0.00744669
RAL	MF118582	0.12500000	02/14/2020	3 years	287.471010	288.250000	0.02088042
U Fee	MF118862	0.25000000	08/01/2020	3 years	160.000000	160.000000	0.02318034
U Fee	MF118865	0.25000000	08/01/2020	3 years	240.000000	240.000000	0.03477051

Private Acres:	0.000000
State Acres:	1725.600000
Total Unit Acres:	1725.600000

Participation Basis:	Surface Acreage
Surface Acreage	
State Acreage:	100.00%
State Net Revenue Interest:	15.40%

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

RRC Rules:	Spacing Acres:
Yes	1,820 acres for a 10,000 foot lateral (FTP to LTP).

Working File Number: UPA190222

REMARKS:

- Jetta Permian, LP is requesting permanent oil and gas pooling from the Surface to 300 feet true vertical depth below the deepest depth reached by the horizontal lateral between the first take point and the last take point, save and except Section 23 Blk 58 which will be pooled to 10,948 feet TVD in order to test the Wolfcamp formation.
- The applicant plans to spud the first unit well on June 5, 2019 with a proposed total depth of 20,000 feet MD. A 10,000 foot lateral is expected to be drilled.
- With Board approval of the unit the State's unit royalty participation will be 15.40%.
- The State will participate on a unitized basis from the date of first production.
- The applicant agrees to drill a total of 5 unit wells. The first unit well will be spud by or before June 5, 2019 and the remaining four unit wells will be spud by or before 4 years from the spud date of the first unit well or the unit will reduce in size to 345.12 acres per unit well drilled.
- The existing Jetta Permian, LP Jett Rink State 58-23 well # 1H will be excluded from this unit and will remain a lease well on State Lease MF115987.

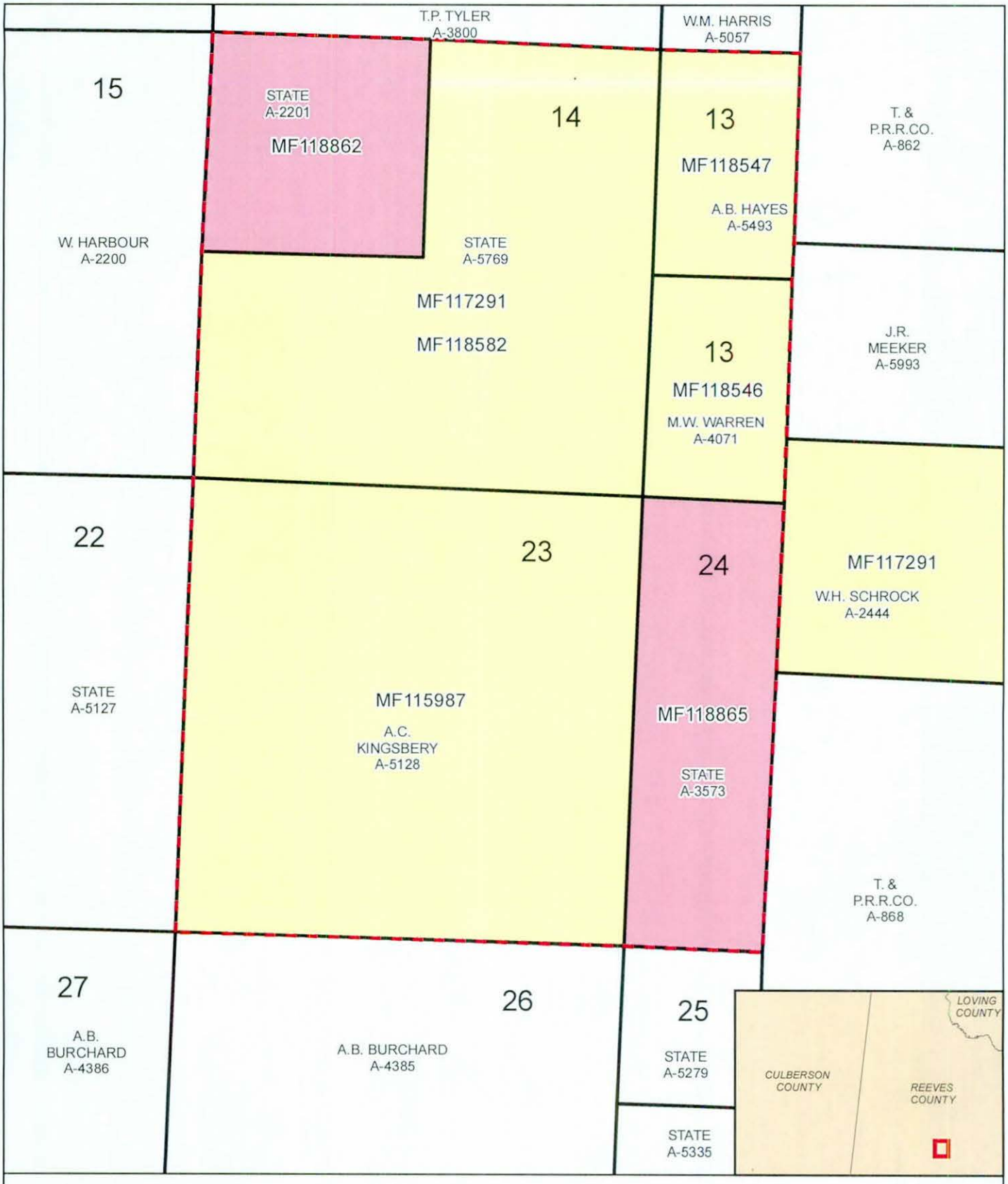
POOLING COMMITTEE RECOMMENDATION:

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

Mark Steinbach - Office of the Attorney General — Date: 4/25/19

Robert Hatter - General Land Office — Date: 9/25/19

Stacie Bennett - Office of the Governor — Date: 4/25/2019

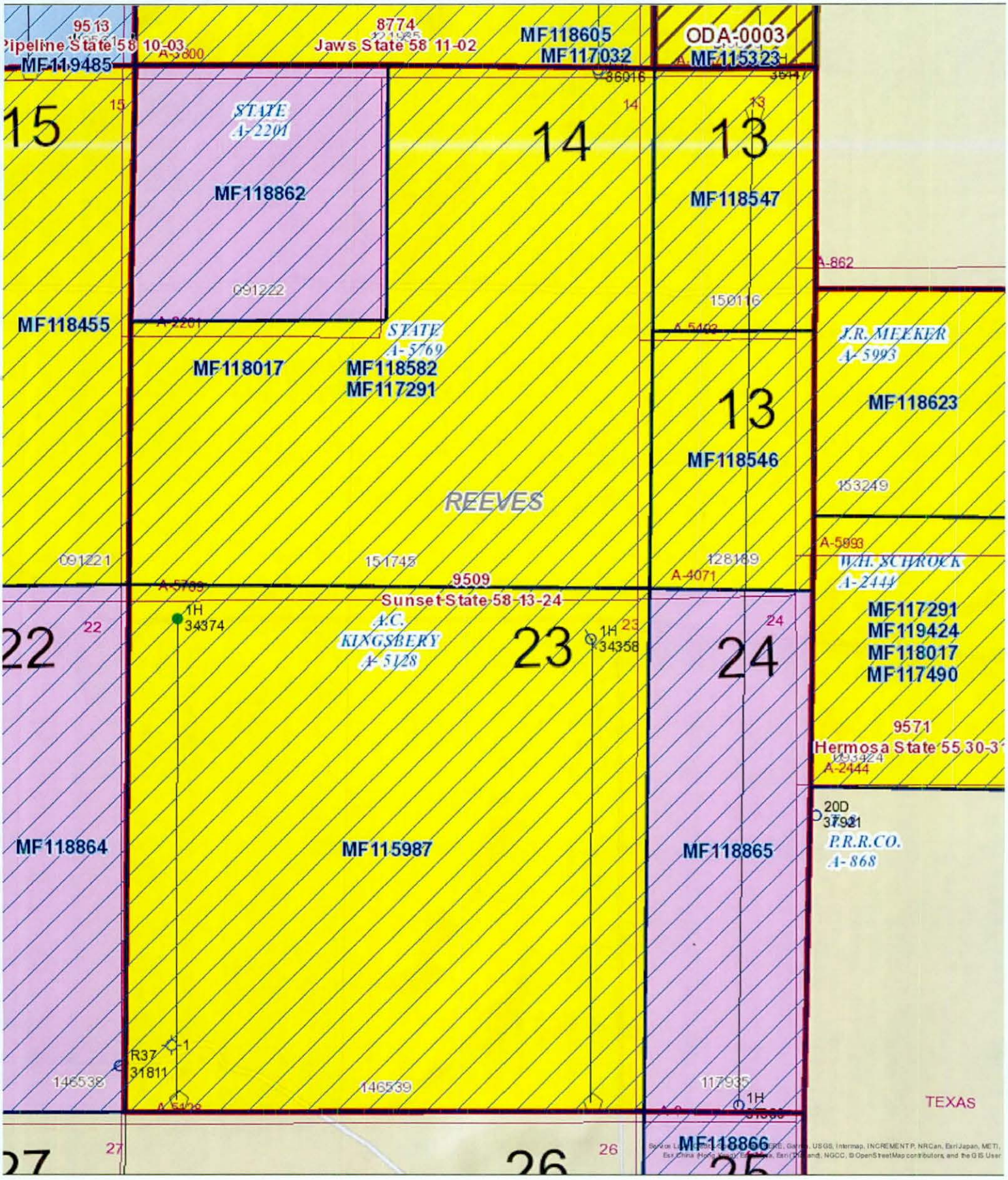


Unit #9509
Jetta Perrmian, LP
Sunset State 5813-24 Unit
Ford, West (Wolfcamp) Field
Reeves County, Texas

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
May 2019



GLO Land/Lease Mapping Viewer

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0 0.175 0.35 0.7 mi

Print Date: 4/8/2019

POOLING AGREEMENT
JETTA PERMIAN, LP
SUNSET STATE 58 13-24 UNIT
GLO UNIT NO. 9509
REEVES COUNTY, TEXAS

THIS AGREEMENT is entered into by and between the Commissioner of the General Land Office, on behalf of the State of Texas, as "Lessor" and Jetta Permian, LP, 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 those depths underlying the surface boundaries of the pooled unit from the surface to the base of the Wolfcamp formation being defined as the stratigraphic equivalent of 11,880 feet as seen on the Triple Combo Log of the Harrison State 56-38 #3 well, API No. 42-389-32425, except for the acreage of State Lease M-115987, which is pooled from the surface to 10,948 feet TVD. Notwithstanding anything contained herein to the contrary it is provided that except for the acreage of State Lease M-115987, on the completion date of the final unit well drilled under the drilling commitment provided in Addendum "A", this agreement shall be limited to and only include those depths from the surface to 300 feet true vertical depth below the deepest depth reached by the horizontal lateral of the deepest unit well measured between the first takepoint and the last takepoint and on that date the State Leases described on Exhibit "A" attached are amended such that, unless otherwise held, the State Leases as to the acreage included in this pooled unit shall terminate as to all depths below 300 feet true vertical depth below the deepest depth reached by the horizontal lateral of the deepest unit well measured between the first takepoint and the last takepoint ("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 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 or in the leases described in Exhibit "A" to the contrary, it is expressly agreed that each 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 and therefore if a delay rental payment is necessary to maintain a lease over an anniversary date as to non-unit acreage, a delay rental payment must be paid to maintain the non-unit acreage, if it is not otherwise held by a lease (non-unit) well. At the end of the primary term and after the end of the primary term, neither production of the pooled mineral, nor unit operations, nor the payment of shut-in royalties for a unit well, shall serve to hold any 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 lease or not. If a lease contains a continuous drilling clause requiring the drilling of wells on a lease, a unit well shall be considered as a well drilled for purposes of the continuous drilling clause, unless said clause expressly provides otherwise. "Area" as used in this paragraph shall be based upon surface acres to the end that, except as may otherwise be provided in each Lease by a horizontal or depth severance clause or Paragraph 3 of this Agreement, 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 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 May 7, 2019.

TERM: 8.

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.

SPECIAL TERMS AND CONDITIONS: 9.

Notwithstanding anything contained herein to the contrary, this Agreement is subject to the terms and conditions of the attached Addendum "A". Additionally, the Jetta Permian, LP, Jett Rink State 58-23 #1H Well, API No. 42-389-34374 is excluded from the terms of this Agreement and not considered part of this pooled unit.

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 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 6/12/19

STATE OF TEXAS

By: _____
George P. Bush, Commissioner
of the General Land Office

Legal
Content
Geology
Executive

Date Executed _____

JETTA PERMIAN, LP
a Delaware limited partnership

By: Jetta Permian GP, LLC
Its General Partner

By: _____
Mark S. Nicholas, Vice President-Land

JGE

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 7th day of May, 2019, 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 11th day of June, 2019.

Stephanie Crenshaw
Secretary of the School Land Board

STATE OF TEXAS

COUNTY OF Tarrant

This instrument was acknowledged before me on June 5th, 2019, by Mark S. Nichols, Vice President-Land of Jetta Permian GP, LLC, the General Partner of Jetta Permian, LP, on behalf of said limited liability company, on behalf of said limited partnership.

John Garrett Elander
Notary ID# 128836991
My Commission Expires
December 23, 2019

John Garrett Elander
Notary Public in and for the
State of Texas

Addendum "A"

To that certain Pooling Agreement for the Sunset State 58 13-24 Unit

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 five (5) horizontal wells within the unit with laterals that extend extensively into the Sections included in 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 approximately 345 acres per well drilled in the unit, as close as is reasonably practicable to the shape of a 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	–	spud on or before June 5, 2019;
Remaining four wells	–	spud on or before four years from the spud date of the first unit 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 an effort to prevent physical and economic waste, subject to the terms and provisions of the Leases, and rules and regulations of the Texas Railroad Commission or any other applicable regulatory agency, Lessee shall make every effort to drill each horizontal well with the longest productive lateral reasonably possible within the boundaries of the Unit.

In the event Lessee commences actual drilling operations on all five (5) 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 the terms of this Agreement.

End of Addendum "A"

EXHIBIT "A"

Sunset State 58 13-24 Unit
GLO Unit No. 9509
Reeves County, Texas

Tract 1

Lease 1

Mineral File Number: 118862
Date: August 1, 2017
Recording: Volume 1481, Page 723, Official Public Records of Reeves County, Texas
Lessor: Commissioner of the General Land Office of the State of Texas
Lessee: Jetta Permian, LP
Legal Description: NW/4 of Section 14, Block 58, PSL Survey, Reeves County, Texas

Tract 2

Lease 1

Mineral File Number: 117291A
Date: February 1, 2015
Recording: Volume 1215, Page 662, Official Public Records of Reeves County, Texas
Lessor: State of Texas, acting by and through its agent, James Robert Hill, individually and as Trustee of the Houston and Emma Hill Trust Estate; Virginia Glenn Hill Lattimore, individually and as Trustee of the Houston and Emma Hill Trust Estate; Houston and Emma Hill Trust Estate, John A. Styrsky, Trustee; Hill Investments, Ltd., by Casody Enterprises, LLC, its General Partner, Alan M. Hill, President; GeoMar Resources, Inc., Michael S. Waltrip; Thomas Hill Puff; Nancy Puff Jones Trust, by Dorothy Jean Keenom, aka Dorothy Jean Hill, Trustee; H-S Minerals & Realty, Ltd., RC Star, LLC, General Partner, E. Robert Shepard, Jr., Managing Member
Lessee: Energen Resources Corporation
Legal Description: E/2, SW/4 of Section 14, Block 58, PSL Survey, Reeves County, Texas

Lease 2

Mineral File Number: 117291B
Date: June 10, 2015
Recording: Volume 1215, Page 612, Official Public Records of Reeves County, Texas
Lessor: State of Texas, acting by and through its agent, Word B. Wilson Investments, LP
Lessee: Energen Resources Corporation
Legal Description: E/2, SW/4 of Section 14, Block 58, PSL Survey, Reeves County, Texas

Lease 3

Mineral File Number: 117291C
Date: April 1, 2015
Recording: Volume 1215, Page 602, Official Public Records of Reeves County, Texas
Lessor: State of Texas, acting by and through its agent, Alldale Minerals, LP

Lessee: Energen Resources Corporation
Legal Description: E/2, SW/4 of Section 14, Block 58, PSL Survey, Reeves County, Texas

Lease 4

Mineral File Number: 117291D
Date: January 6, 2017
Recording: Volume 1373, Page 638, Official Public Records of Reeves County, Texas
Lessor: State of Texas, acting by and through its agent, Legado Investments, LLC
Lessee: Jetta Permian, LP
Legal Description: E/2, SW/4 of Section 14, Block 58, PSL Survey, Reeves County, Texas

Lease 5

Mineral File Number: 117291E
Date: February 8, 2016
Recording: Volume 1250, Page 482, Official Public Records of Reeves County, Texas
Lessor: State of Texas, acting by and through its agent, Triangle Royalty, LP and JK Royalty, LP
Lessee: Jetta Permian, LP
Legal Description: E/2, SW/4 of Section 14, Block 58, PSL Survey, Reeves County, Texas

Lease 6

Mineral File Number: 117291F
Date: February 8, 2016
Recording: Volume 1250, Page 610, Official Public Records of Reeves County, Texas
Lessor: State of Texas, acting by and through its agent, CG Interests, LLC
Lessee: Jetta Permian, LP
Legal Description: E/2, SW/4 of Section 14, Block 58, PSL Survey, Reeves County, Texas

Lease 7

Mineral File Number: 118582A
Date: April 12, 2017
Recording: Volume 1431, Page 680, Official Public Records of Reeves County, Texas
Lessor: State of Texas, acting by and through its agent, KMF Land, LLC
Lessee: Jetta Permian, LP
Legal Description: E/2, SW/4 of Section 14, Block 58, PSL Survey, Reeves County, Texas

Lease 8

Mineral File Number: 118582B
Date: February 17, 2017
Recording: Volume 1382, Page 308, Official Public Records of Reeves County, Texas
Lessor: State of Texas, acting by and through its agent, Midland AOG Partners, Ltd.
Lessee: Jetta Permian, LP
Legal Description: E/2, SW/4 of Section 14, Block 58, PSL Survey, Reeves County, Texas

Lease 9

Mineral File Number: 118582C

Date: February 14, 2017
Recording: Volume 1396, Page 113, Official Public Records of Reeves County, Texas
Lessor: State of Texas, acting by and through its agent, Jack Howison, Jr.
Lessee: Jetta Permian, LP
Legal Description: E/2, SW/4 of Section 14, Block 58, PSL Survey, Reeves County, Texas

Lease 10

Mineral File Number: 118582D
Date: May 15, 2017
Recording: Volume 1428, Page 200, Official Public Records of Reeves County, Texas
Lessor: State of Texas, acting by and through its agent, Bank of America, N.A., as Trustee of the Charles R. Meeker Trust U/A Dated 7/6/1992, as amended and restated on 6/5/1998
Lessee: Jetta Permian, LP
Legal Description: E/2, SW/4 of Section 14, Block 58, PSL Survey, Reeves County, Texas

Lease 11

Mineral File Number: 118582E
Date: February 17, 2017
Recording: Volume 1382, Page 383, Official Public Records of Reeves County, Texas
Lessor: State of Texas, acting by and through its agent, Wade P. Koehl
Lessee: Jetta Permian, LP
Legal Description: E/2, SW/4 of Section 14, Block 58, PSL Survey, Reeves County, Texas

Lease 12

Mineral File Number: 118582F
Date: March 29, 2017
Recording: Volume 1442, Page 68, Official Public Records of Reeves County, Texas
Lessor: State of Texas, acting by and through its agent, Fred W. Shield and Company
Lessee: Jetta Permian, LP
Legal Description: E/2, SW/4 of Section 14, Block 58, PSL Survey, Reeves County, Texas

Lease 13

Mineral File Number: 118582G
Date: March 29, 2017
Recording: Volume 1442, Page 53, Official Public Records of Reeves County, Texas
Lessor: State of Texas, acting by and through its agent, The de Compiegne Property Company No. 20, LTD.
Lessee: Jetta Permian, LP
Legal Description: E/2, SW/4 of Section 14, Block 58, PSL Survey, Reeves County, Texas

Lease 14

Mineral File Number: 118582H
Date: June 26, 2018
Recording: Volume 1664, Page 106, Official Public Records of Reeves County, Texas
Lessor: State of Texas, acting by and through its agent, James Lawrence Meeker, Trustee of the Callaghan 320 Trust u/a/d 02-05-2015
Lessee: Jetta Permian, LP

Legal Description: E/2, SW/4 of Section 14, Block 58, PSL Survey, Reeves County, Texas

Lease 15

Mineral File Number: 118582I
Date: June 26, 2018
Recording: Volume 1664, Page 217, Official Public Records of Reeves County, Texas
Lessor: State of Texas, acting by and through its agent, JWM Minerals, LLC
Lessee: Jetta Permian, LP
Legal Description: E/2, SW/4 of Section 14, Block 58, PSL Survey, Reeves County, Texas

Lease 16

Mineral File Number: 118582J
Date: September 12, 2018
Recording: Volume 1664, Page 187, Official Public Records of Reeves County, Texas
Lessor: State of Texas, acting by and through its agent, Daniel Hill Meeker, Trustee of the David Alan Meeker Family Irrevocable Trust u/a/d 10/20/2015
Lessee: Jetta Permian, LP
Legal Description: E/2, SW/4 of Section 14, Block 58, PSL Survey, Reeves County, Texas

Lease 17

Mineral File Number: 118582K
Date: September 12, 2018
Recording: Volume 1664, Page 202, Official Public Records of Reeves County, Texas
Lessor: State of Texas, acting by and through its agent, David Alan Meeker, Trustee of the Dan H. Meeker Children's Trust u/a/d 11/1/2015
Lessee: Jetta Permian, LP
Legal Description: E/2, SW/4 of Section 14, Block 58, PSL Survey, Reeves County, Texas

Lease 18

Mineral File Number: 118582L
Date: July 16, 2018
Recording: Volume 1674, Page 71, Official Public Records of Reeves County, Texas
Lessor: State of Texas, acting by and through its agent, Bruno and Marshall Investments
Lessee: Jetta Permian, LP
Legal Description: E/2, SW/4 of Section 14, Block 58, PSL Survey, Reeves County, Texas

Lease 19

Mineral File Number: 118582M
Date: September 12, 2018
Recording: Volume 1674, Page 146, Official Public Records of Reeves County, Texas
Lessor: State of Texas, acting by and through its agent, Oak Valley Mineral and Land, LP
Lessee: Jetta Permian, LP
Legal Description: E/2, SW/4 of Section 14, Block 58, PSL Survey, Reeves County, Texas

Lease 20

Mineral File Number: 118582N

Date: September 12, 2018
Recording: Volume 1674, Page 176, Official Public Records of Reeves County, Texas
Lessor: State of Texas, acting by and through its agent, Kennedy Minerals, Ltd.
Lessee: Jetta Permian, LP
Legal Description: E/2, SW/4 of Section 14, Block 58, PSL Survey, Reeves County, Texas

Lease 21

Mineral File Number: 118582O
Date: October 1, 2018
Recording: Volume 1674, Page 116, Official Public Records of Reeves County, Texas
Lessor: State of Texas, acting by and through its agent, Midtex Royalty II, LP, a Texas limited partnership
Lessee: Jetta Permian, LP
Legal Description: E/2, SW/4 of Section 14, Block 58, PSL Survey, Reeves County, Texas

Lease 22

Mineral File Number: 118582P
Date: October 3, 2018
Recording: Volume 1712, Page 171, Official Public Records of Reeves County, Texas
Lessor: State of Texas, acting by and through its agent, MBR Oil and Gas #1, Ltd. & PPLB Investments, LLC
Lessee: Jetta Permian, LP
Legal Description: E/2, SW/4 of Section 14, Block 58, PSL Survey, Reeves County, Texas

Tract 3

Lease 1

Mineral File Number: 118547A
Date: February 16, 2017
Recording: Volume 1382, Page 115, Official Public Records of Reeves County, Texas
Lessor: State of Texas, acting by and through its agent, Marrow Harrison Interests, LLC
Lessee: Jetta Permian, LP
Legal Description: N/2 of Section 13, Block 58, PSL Survey, Reeves County, Texas

Lease 2

Mineral File Number: 118547B
Date: February 17, 2017
Recording: Volume 1382, Page 323, Official Public Records of Reeves County, Texas
Lessor: State of Texas, acting by and through its agent, Midland AOG Partners, Ltd.
Lessee: Jetta Permian, LP
Legal Description: N/2 of Section 13, Block 58, PSL Survey, Reeves County, Texas

Lease 3

Mineral File Number: 118547C
Date: February 17, 2017
Recording: Volume 1382, Page 398, Official Public Records of Reeves County, Texas
Lessor: State of Texas, acting by and through its agent, Wade P. Koehl

Lessee: Jetta Permian, LP
Legal Description: N/2 of Section 13, Block 58, PSL Survey, Reeves County, Texas

Tract 4

Lease 1

Mineral File Number: 118546
Date: February 10, 2017
Recording: Volume 1377, Page 125, Official Public Records of Reeves County, Texas
Lessor: State of Texas, acting by and through its agent, Hope Swaim, as Trustee of The Leonard R. Murph Family Trust Agreement dated June 18, 1992 as revised, amended restated and republished on the 19th day of June, 1995
Lessee: Jetta Permian, LP
Legal Description: S/2 of Section 13, Block 58, PSL Survey, Reeves County, Texas

Tract 5

Lease 1

Mineral File Number: 115987A
Date: September 3, 2013
Recording: Volume 1027, Page 108, Official Public Records of Reeves County, Texas
Lessor: State of Texas, acting by and through its agent, Bobby A. Burchard and Sammie W. Burchard Living Trust by Bobby A. Burchard and Sammie W. Burchard, as Co-Trustees
Lessee: San Saba Resources, LLC
Legal Description: Section 23, Block 58, PSL Survey, Reeves County, Texas

Lease 2

Mineral File Number: 115987B
Date: September 3, 2013
Recording: Volume 1028, Page 466, Official Public Records of Reeves County, Texas
Lessor: State of Texas, acting by and through its agent, LaRue Burchard Worley
Lessee: San Saba Resources, LLC
Legal Description: Section 23, Block 58, PSL Survey, Reeves County, Texas

Lease 3

Mineral File Number: 115987C
Date: September 18, 2013
Recording: Volume 1027, Page 474, Official Public Records of Reeves County, Texas
Lessor: State of Texas, acting by and through its agent, Wider Sky, LP by Rene Sandifer, its General Partner
Lessee: San Saba Resources, LLC
Legal Description: Section 23, Block 58, PSL Survey, Reeves County, Texas

Lease 4

Mineral File Number: 115987D
Date: September 15, 2013
Recording: Volume 1029, Page 296, Official Public Records of Reeves County, Texas

Lessor: State of Texas, acting by and through its agent, Mark Burchard as Member of Rocking Horse Ridge, LLC, by and through its General Partner of Madrone Creek Capital, LP
Lessee: San Saba Resources, LLC
Legal Description: Section 23, Block 58, PSL Survey, Reeves County, Texas

Lease 5

Mineral File Number: 115987E
Date: October 29, 2013
Recording: Volume 1038, Page 214, Official Public Records of Reeves County, Texas
Lessor: State of Texas, acting by and through its agent, Boys & Boots Land and Cattle Company, LLC, a Texas Limited Liability Company
Lessee: San Saba Resources, LLC
Legal Description: Section 23, Block 58, PSL Survey, Reeves County, Texas

Tract 6

Lease 1

Mineral File Number: 118865
Date: August 1, 2017
Recording: Volume 1481, Page 756, Official Public Records of Reeves County, Texas
Lessor: Commissioner of the General Land Office of the State of Texas
Lessee: Jetta Permian, LP
Legal Description: Section 24, Block 58, PSL Survey, Reeves County, Texas

END OF EXHIBIT "A"

EXHIBIT "B"

Sunset State 58 13-24 Unit
GLO Unit No. 9509
Reeves County, Texas

This unit includes 1,725.6 acres of land, more or less, being more particularly described as six (6) tracts of land as follows to-wit:

Tract 1: 160 acres, more or less, being the NW/4 of Section 14, Block 58, PSL Survey, Reeves County, Texas;

Tract 2: 480 acres of land, more or less, being the E/2, SW/4 of Section 14, Block 58, PSL Survey, Reeves County, Texas;

Tract 3: 102.8 acres of land, more or less, being the N/2 of Section 13, Block 58, PSL Survey, Reeves County, Texas;

Tract 4: 102.8 acres of land, more or less, being the S/2 of Section 13, Block 58, PSL Survey, Reeves County, Texas;

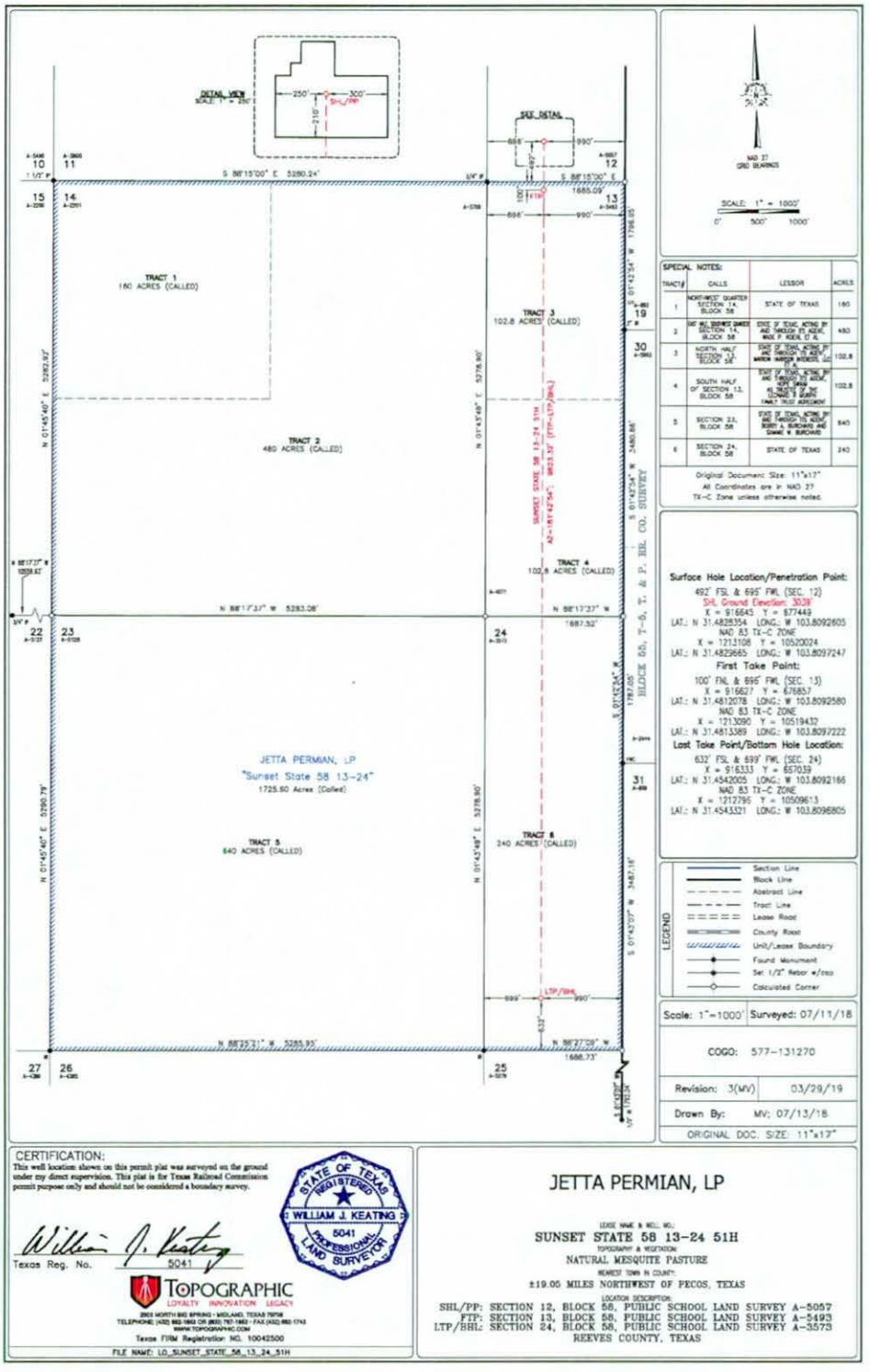
Tract 5: 640 acres of land, more or less, being all of Section 23, Block 58, PSL Survey, Reeves County, Texas;

Tract 6: 240 acres of land, more or less, being all of Section 24, Block 58, PSL Survey, Reeves County, Texas.

END OF EXHIBIT "B"

EXHIBIT "C"

Sunset State 58 13-24 Unit
GLO Unit No. 9509
Reeves County, Texas



SPECIAL NOTES:			
TRACT #	CALLS	LESSOR	ACRES
1	NORTHWEST QUARTER SECTION 14, BLOCK 58	STATE OF TEXAS	160
2	SW 1/4, SOUTH 240 ACRES SECTION 14, BLOCK 58	STATE OF TEXAS, ACTING BY AND THROUGH ITS AGENT, WADE P. KOCH, ET AL	480
3	NORTH HALF SECTION 13, BLOCK 58	STATE OF TEXAS, ACTING BY AND THROUGH ITS AGENT, MARION HARBOR INTERESTS, LLC, ET AL	102.8
4	SOUTH HALF OF SECTION 13, BLOCK 58	STATE OF TEXAS, ACTING BY AND THROUGH ITS AGENT, HPM EQUITY MANAGEMENT (SPAC) LP, ALL RIGHTS OF THE LESSEE, IS JOSEPH TAMLT TRUST AGREEMENT	102.8
5	SECTION 22, BLOCK 58	STATE OF TEXAS, ACTING BY AND THROUGH ITS AGENT, ROBERT A. BURCHARD AND DIANE W. BURCHARD	640
6	SECTION 24, BLOCK 58	STATE OF TEXAS	240

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

Surface Hole Location/Penetration Point:
492' FSL & 695' FWL (SEC. 12)
SHL Ground Elevation: 3039'
X = 916645 Y = 677449
LAT.: N 31.4828354 LONG.: W 103.8092605
NAD 83 TX-C ZONE
X = 1213108 Y = 10520024
LAT.: N 31.4829665 LONG.: W 103.8097247

First Take Point:
100' FNL & 695' FWL (SEC. 13)
X = 916627 Y = 676857
LAT.: N 31.4812078 LONG.: W 103.8092580
NAD 83 TX-C ZONE
X = 1213090 Y = 10519432
LAT.: N 31.4813389 LONG.: W 103.8097222

Last Take Point/Bottom Hole Location:
632' FSL & 699' FWL (SEC. 24)
X = 916333 Y = 657039
LAT.: N 31.4542005 LONG.: W 103.8092166
NAD 83 TX-C ZONE
X = 1212795 Y = 10509613
LAT.: N 31.4543321 LONG.: W 103.8096805

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

Scale: 1"=1000'	Surveyed: 07/11/18
COGO: 577-131270	
Revision: 3(MV)	03/29/19
Drawn By:	MV; 07/13/18
ORIGINAL DOC. SIZE: 11"x17"	

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

William J. Keating
Texas Reg. No. 5041

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

TOPOGRAPHIC
LOYALTY INNOVATION LEGACY
2903 NORTH BIG SPRING • MIDLAND, TEXAS 79705
TELEPHONE: (432) 682-1863 OR (800) 767-1683 • FAX (432) 682-1743
WWW.TOPOGRAPHIC.COM
Texas FIRM Registration NO. 10042500

FILE NAME: LO_SUNSET_STATE_58_13_24_51H

JETTA PERMIAN, LP

LEASE NAME & WELL NO.:
SUNSET STATE 58 13-24 51H
TOPOGRAPHY & VEGETATION:
NATURAL MESQUITE PASTURE
NEAREST TOWN IN COUNTY:
±19.05 MILES NORTHWEST OF PECOS, TEXAS
LOCATION DESCRIPTION:
SHL/PP: SECTION 12, BLOCK 58, PUBLIC SCHOOL LAND SURVEY A-5057
FTP: SECTION 13, BLOCK 58, PUBLIC SCHOOL LAND SURVEY A-5493
LTP/BHL: SECTION 24, BLOCK 58, PUBLIC SCHOOL LAND SURVEY A-3573
REEVES COUNTY, TEXAS

END OF EXHIBIT "C"

(15)

File No. M-1159987

Pooling Agmt. Packet County 9509

Sunset State 5H 13-24 Unit

Date Filed: 6/14/19

George P. Bush, Commissioner

By

DO NOT DESTROY

Texas General Land Office

UNIT AGREEMENT MEMO

UPA190301

Unit Number	*10427*				
Operator Name	*Jetta Permian, LP*			*Effective Date*	*01/01/2020*
Customer ID	*C000089663*			*Unitized For*	*Oil And Gas*
Unit Name	*Cortes Bank State*			*Unit Term*	
County 1	*Reeves*	*RRC District 1*	*08*	*Old Unit Number*	*Inactive Status Date*
County 2		*RRC District 2*			
County 3		*RRC District 3*			
County 4		*RRC District 4*			
Unit type	*Permanent*				
State Net Revenue Interest	*Oil*	*0.14483107*			
State Part in Unit		*1.00000000*			
Unit Depth	*Specified Depths*		*Well*		
From Depth	*Surface*		*Formation*		
To Depth	*300' TVD below the deepest depth reached by the horizontal lateral between the fTP and the LTP*		*Participation Basis*	*Surface Acreage*	

If Excluions Apply: See Remarks

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
MF115987		640.000000	9,454.860000	0.06769006	O/G	0.12500000	0.00846126	No
MF117032		640.200000	9,454.860000	0.06771121	O/G	0.12500000	0.00846390	
MF117291		545.750000	9,454.860000	0.05772164	O/G	0.12500000	0.00721520	
MF117490		4.500000	9,454.860000	0.00047595	O/G	0.12500000	0.00005949	
MF118189		320.100000	9,454.860000	0.03385560	O/G	0.12500000	0.00423195	
MF118455		1,328.660000	9,454.860000	0.14052667	O/G	0.12500000	0.01756583	No
MF118462		320.100000	9,454.860000	0.03385560	O/G	0.12500000	0.00423195	No
MF118546		102.800000	9,454.860000	0.01087272	O/G	0.12500000	0.00135909	No
MF118547		102.800000	9,454.860000	0.01087272	O/G	0.12500000	0.00135909	
MF118581		1,280.000000	9,454.860000	0.13538011	O/G	0.12500000	0.01692251	
MF118582		288.250000	9,454.860000	0.03048697	O/G	0.12500000	0.00381087	No
MF118594		20.000000	9,454.860000	0.00211531	O/G	0.12500000	0.00026441	No
MF118605		640.200000	9,454.860000	0.06771121	O/G	0.12500000	0.00846390	No
MF118623		280.000000	9,454.860000	0.02961440	O/G	0.12500000	0.00370180	No
MF118800		600.000000	9,454.860000	0.06345943	O/G	0.12500000	0.00793243	No
MF118840		20.000000	9,454.860000	0.00211531	O/G	0.12500000	0.00026441	
MF118861		80.000000	9,454.860000	0.00846126	O/G	0.25000000	0.00211531	No
MF118862		160.000000	9,454.860000	0.01692251	O/G	0.25000000	0.00423063	No
MF118864		640.000000	9,454.860000	0.06769006	O/G	0.25000000	0.01692251	No
MF118865		240.000000	9,454.860000	0.02538377	O/G	0.25000000	0.00634594	No
MF118872		640.000000	9,454.860000	0.06769006	O/G	0.25000000	0.01692251	No
MF119424		1.500000	9,454.860000	0.00015865	O/G	0.12500000	0.00001983	No
MF119485		520.000000	9,454.860000	0.05499817	O/G	0.06250000	0.00343739	No
MF120204		40.000000	9,454.860000	0.00423063	O/G	0.12500000	0.00052883	No

API Number

Remarks: Existing wells located within the unit boundary will not be included in the unit.

Prepared By:	JM	***Prepared Date:***	11/19/2019
GLO Base Updated By:	JM	***GLO Base Date:***	11/19/2019
RAM Approval By:	VD	***RAM Approval Date:***	1/15/2020
GIS By:	JL	***GIS Date:***	1/16/2020
Well Inventory By:	JM	***WI Date:***	11/19/2019

Pooling Committee Report

To: School Land Board

UPA190301

Date of Board Meeting: 11/19/2019

Unit Number: 10427

Effective Date: 01/01/2020

Unit Expiration Date:

Applicant: Jetta Permian, LP

Attorney Rep:

Operator: Jetta Permian, LP,

Unit Name: Cortes Bank State

Field Name: FORD, WEST (WOLFCAMP)

County: Reeves

Lease Type	Lease Number	Lease Royalty	Expiration Date	Lease Term	Lease Acres	Lease Acres In Unit	Royalty Participation
FR	MF119485	0.06250000		3 years	520.000000	520.000000	0.00343739
FR	MF119485	0.12500000		3 years	520.000000	520.000000	0.00343739
RAL	MF115987	0.12500000	09/03/2014	1 years	640.000000	640.000000	0.00846126
RAL	MF117032	0.12500000	07/02/2019	5 years	640.000000	640.200000	0.00846390
RAL	MF117291	0.12500000	12/01/2018	46 months	2,597.590500	545.750000	0.00721520
RAL	MF117490	0.12500000	10/04/2017	3 years	7.358000	4.500000	0.00005949
RAL	MF118189	0.12500000	09/06/2019	3 years	321.000000	320.100000	0.00423195
RAL	MF118455	0.12500000	01/11/2020	3 years	1,328.000000	1,328.660000	0.01756583
RAL	MF118462	0.12500000	12/01/2019	3 years	256.080000	320.100000	0.00423195
RAL	MF118546	0.12500000	02/10/2020	3 years	102.800000	102.800000	0.00135909
RAL	MF118547	0.12500000	02/16/2020	3 years	102.800000	102.800000	0.00135909
RAL	MF118581	0.12500000	03/08/2020	3 years	1,280.000000	1,280.000000	0.01692251

Private Acres:	0.000000
State Acres:	9454.860000
Total Unit Acres:	9454.860000

Participation Basis:	Surface Acreage
Surface Acreage	
State Acreage:	100.00%
State Net Revenue Interest:	14.48%

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

RRC Rules:	**Spacing Acres:**
Yes	1,820 acres for a 10,000 foot lateral (FTP to LTP).

Pooling Committee Report

To: School Land Board

UPA190301

Date of Board Meeting: 11/19/2019

Unit Number: 10427

Effective Date: 01/01/2020

Unit Expiration Date:

Applicant: Jetta Permian, LP

Attorney Rep:

Operator: Jetta Permian, LP,

Unit Name: Cortes Bank State

Field Name: FORD, WEST (WOLFCAMP)

Lease Type	Lease Number	Lease Royalty	Expiration Date	Lease Term	Lease Acres	Lease Acres In Unit	Royalty Participation
RAL	MF118582	0.12500000	02/14/2020	3 years	287.471010	288.250000	0.00381087
RAL	MF118594	0.12500000	12/20/2019	3 years	20.000000	20.000000	0.00026441
RAL	MF118605	0.12500000	07/02/2019	816 days	640.200000	640.200000	0.00846390
RAL	MF118623	0.12500000	04/10/2020	3 years	279.986660	280.000000	0.00370180
RAL	MF118800	0.12500000	09/21/2020	3 years	600.000000	600.000000	0.00793243
RAL	MF118840	0.12500000	06/30/2020	3 years	20.000000	20.000000	0.00026441
RAL	MF119424	0.12500000	03/21/2021	3 years	5.247080	1.500000	0.00001983
RAL	MF120204	0.12500000	09/21/2020	3 years	40.000000	40.000000	0.00052883
U Fee	MF118861	0.25000000	08/01/2020	3 years	80.000000	80.000000	0.00211531
U Fee	MF118862	0.25000000	08/01/2020	3 years	160.000000	160.000000	0.00423063
U Fee	MF118864	0.25000000	08/01/2020	3 years	640.000000	640.000000	0.01692251
U Fee	MF118865	0.25000000	08/01/2020	3 years	240.000000	240.000000	0.00634594
U Fee	MF118872	0.25000000	08/01/2020	3 years	640.000000	640.000000	0.01692251

Private Acres:	0.000000
State Acres:	9454.860000
Total Unit Acres:	9454.860000

Participation Basis:	Surface Acreage
Surface Acreage	
State Acreage:	100.00%
State Net Revenue Interest:	14.48%

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

RRC Rules:	**Spacing Acres:**
Yes	1,820 acres for a 10,000 foot lateral (FTP to LTP).

Working File Number: UPA190301

REMARKS:

- Jetta Permian, LP is requesting permanent oil and gas pooling from the surface to 300 feet true vertical depth below the deepest depth reached by the horizontal lateral between the first take point and the last take point in order to test the Wolfcamp formation.
- With Board approval of the unit the State's unit royalty participation will be 14.48%.
- The State will participate on a unitized basis from the date of first production.
- The applicant agrees to drill a total of 47 wells in the unit in accordance with the drilling obligation timeline in the Addendum A of the pooling agreement or the unit will reduce in size according to the 0.032 acreage reduction formula in the State Leases.

POOLING COMMITTEE RECOMMENDATION:

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

Mark Steinbach - Office of the Attorney General — Date

Robert Hatter - General Land Office — 11/06/19 — Date

Stacie Bennett - Office of the Governor — 11/6/2019 — Date

A. DAVIS A-5042
A. DAVIS A-5044
W.M. HARRIS A-5052
W.M. HARRIS A-5053
W.M. HARRIS A-5054
B.G. SMITH A-2472
W.J. SWEENEY A-2492
W.A. ALLEN A-3148
T. & P.R.R.CO. A-813
J.A. BROWN A-3174
W.A. ALLEN A-3149
T. & P.R.R.CO. A-817
B.F. PHILLIPS A-5828
T. & P.R.R.CO. A-818
W.A. ALLEN A-3150
T. & P.R.R.CO. A-819
W.A. ALLEN A-3151
W.R. TYLER A-5290
A. DAVIS A-4529
MF 118581
T.P. TYLER A-3801
MF 118605
MF 117032
MF 118189
MF 118462
T.P. TYLER A-3799
L.C. SMITH A-5660
R.A. CASEY A-5111
T. & P.R.R.CO. A-861
W.M. HARRIS A-5048
T. & P.R.R.CO. A-860
S.D. MORRIS A-3592
A. DAVIS A-5039
MF 118840
MF 118594
MF 118861
J.C. HAMILTON A-5490
MF 119485
T.P. TYLER A-3800
MF 118605
MF 117032
T. & P.R.R.CO. A-862
B.F. PHILLIPS A-5832
T. & P.R.R.CO. A-863
R.A. CASEY A-5112
L.C. SMITH A-5659
MF 118547
STATE A-STATE
H.S. LEWIS A-2282
MF 118455
W. HARBOUR A-2200
STATE A-2201
MF 118862
STATE A-5769
MF 117291
MF 118582
MF 118623
MF 117490
MF 117291
MF 119424
T. & P.R.R.CO. A-867
MF 118872
STATE A-2446
T. & P.R.R.CO. A-866
MF 118546
W.C. JONES A-3665
A.C. KINGSBERY A-5126
MF 118864
STATE A-5127
MF 115987
A.C. KINGSBERY A-5128
MF 118865
T. & P.R.R.CO. A-868
A-5865
MF 118800
T. & P.R.R.CO. A-869
J.R. MEEKER A-5998
MF 117291
MF 119424
STATE A-5321
A.C. KINGSBERY A-5129
A.B. BURCHARD A-4386
A.B. BURCHARD A-4385
S.N. GENTRY A-2152
T. & P.R.R.CO. A-873
M.E.
T. & P.R.R.CO. A-872
F. ASPIN A-3153
A.C. KINGSBERY A-5130
A.B. BURCHARD A-4387
J.Q. ADAMS A-1496
T. & P.R.R.CO. A-874
S.N. GENTRY A-2151
L.L. FORD A-4167
STATE A-4237
A.B. BURCHARD A-1529
LOVING COUNTY
CULBERSON COUNTY
REEVES COUNTY
Unit #10427
Jetta Permian, LP
Cortes Bank State Unit
Ford, West (Wolfcamp)
Reeves County, Texas
5,000 2,500 0 5,000 Feet
The Texas General Land Office makes no representations or warranties regarding the accuracy or completeness of the information depicted on this map or the data from which it was produced. This map IS NOT suitable for navigational purposes and does not purport to depict or establish boundaries between private and public land.
Map Generated by:
Mark Conway
Geospatial Technology Services
November 2019

POOLING AGREEMENT
JETTA PERMIAN, LP
CORTES BANK STATE UNIT
GLO UNIT NO. 10427
REEVES COUNTY, TEXAS

THIS AGREEMENT is entered into by and between the Commissioner of the General Land Office, on behalf of the State of Texas, as "Lessor" and Jetta Permian, LP, 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 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 those depths underlying the surface boundaries of the pooled unit from the surface to the base of the Wolfcamp formation being defined as the stratigraphic equivalent of 11,880 feet as seen on the Triple Combo Log of the Harrison State 56-38 #3 well, API No. 42-389-32425, except as to those leases that have previously terminated as to specific depths, which shall be pooled from the surface to the depth held in force and effect by said lease as shown on the attached Exhibit "D". The leases included in the pooled unit are also subject to the provision for horizontal severance in Addendum "A" ("unitized interval").

POOLING AND EFFECT: 4.

The parties hereto commit all 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

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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 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. If a lease contains a continuous drilling clause requiring the drilling of wells on a lease, a unit well shall be considered as a well drilled for purposes of the continuous drilling clause, unless said clause expressly provides otherwise. "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 9,454.86 acres, then Lessee agrees to either (1) drill to the density permitted by the Railroad Commission, (2) make application to the School Land Board of the State of Texas to reform the unit to comply with Railroad Commission unit rules, or (3) make application to the School Land Board of the State of Texas for such remedy as may be agreeable to the Board.

(h) This Agreement shall not relieve Lessee from the duty of protecting the State leases described in Exhibit "A" and the State lands within the boundaries of the pooled unit described in Exhibit "B" from drainage from any well situated on privately owned land, lying outside the unitized area described in Exhibit "B", but, subject to such obligation, Lessee may produce the allowable for the entire unit as fixed by the Railroad Commission of Texas or other lawful authority, from any one or more wells completed thereon.

(i) There shall be no obligation to drill internal offsets to any other well on separate tracts within the pooled unit, nor to develop the lands within the boundaries thereof separately, as to the pooled mineral.

(j) Should this Agreement terminate for any cause, in whole or in part, 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

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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 January 1, 2020.

TERM: 8.

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.

SPECIAL TERMS AND CONDITIONS: 9.

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

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, Lessee's heirs, successors or assigns, by an instrument filed for record in Winkler 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 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 12/5/19

STATE OF TEXAS

Legal LH
Content me
Leasing dbo
Executive

By: _____
GEORGE P. BUSH, COMMISSIONER
GENERAL LAND OFFICE

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 19th day of November, 2019, 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 5th day of December, 2019.

Stephanie Crenshaw
Secretary of the School Land Board

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Date Executed 11-25-19

JETTA PERMIAN, LP, A DELAWARE LIMITED PARTNERSHIP

BY: JETTA PERMIAN GP, LLC, ITS GENERAL PARTNER

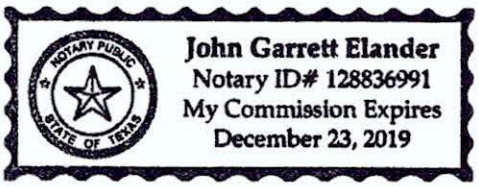
By: _____
Mark S. Nichols, Vice President - Land

GE

STATE OF TEXAS

COUNTY OF TARRANT

This instrument was acknowledged before me on November 25th, 2019, by Mark S. Nichols, Vice President – Land of Jetta Permian GP, LLC, the General Partner of Jetta Permian LP, on behalf of said limited liability company, on behalf of said limited partnership.



_____
Notary Public in and for the State of Texas

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Addendum "A"

To that certain Pooling Agreement for the Cortes Bank State Unit ("Agreement")

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

1. The pooled unit for the Cortes Bank State Unit ("Unit") shall consist of all the lands herein described in the attached Exhibit "B" and depicted on the attached Exhibit "C". Lessee agrees to drill horizontal wells within the Unit in accordance with the "Drilling Obligation Timeframe", specifically defined below.

Drilling Obligation Timeframe:

Lessee shall have commenced actual Drilling Operations in the following manner:

1. No less than three (3) new Unit wells — spud on or before December 31, 2020;
2. No less than four (4) new Unit wells — spud on or before December 31, 2021;
3. No less than five (5) new Unit wells — spud on or before December 31, 2022, and every calendar year thereafter.

2. Once actual drilling operations have been commenced on a 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 an effort to prevent physical and economic waste, subject to the terms and provisions of the leases, and rules and regulations of the Texas Railroad Commission or any other applicable regulatory agency, Lessee shall make every effort to drill each horizontal well with the longest productive lateral reasonably possible within the boundaries of the Unit.

3. The leases listed on the attached Exhibit "A" have been previously pooled into seven existing Jetta units. Each existing unit ("Sub-Unit") contains an initial unit well, which well shall be excluded from this Unit. Two existing Jetta wells were drilled and completed as lease wells, which wells shall also be excluded from this Unit. All royalties from each existing Sub-Unit well and lease well shall continue to be paid at the current division of interest. The existing Sub-Unit wells and lease wells to be excluded from this Unit are identified on the attached Exhibit "E."

4. Should Lessee fail to meet the Drilling Obligation Timeframe, the Unit will remain in full force and effect as to any and all wells drilled and completed upon the Unit acreage, including the Sub-Unit, PSA and lease wells. However, the Unit will be reduced in size and only hold the amount of acreage as provided below:

Each horizontal well drilled in the Unit, including the Sub-Unit, PSA and lease wells, shall be credited with a specific number of retained acres as close as is reasonably practicable in the shape of a rectangle surrounding the well according to the following formula, where "A" is the credited acreage, and "L" is the treated lateral length in feet from the first take point to the last take point in the wellbore:

$$0.032 \times L = A$$

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However, if "A" is not evenly divisible by 20, then "A" shall be rounded upward to the next whole number that is evenly divisible by 20. For example, a horizontal well with a treated lateral length of 4,500 feet would be credited with 160 acres of retention (4,500 x 0.032 = 144, rounded up to 160).

5. Notwithstanding anything contained herein to the contrary, on the tenth anniversary of this Agreement, the Unit will be reduced in size and only continue in force and effect as to the acreage amounts retained as provided in Paragraph 4 of this Addendum.

6. If at any time after Lessee fails to meet the Drilling Obligation Timeframe, or after the tenth anniversary of this Agreement, any Section contained within the Unit boundary does not contain a producing horizontal well or is not being perpetuated by drilling or re-working operations or shut-in royalty payments for a period of six (6) consecutive months, then the non-producing Section will be removed from the Unit.

7. So long as Lessee continues to drill wells according to the schedule set forth in Paragraph 1 of this Addendum, then Lessee will retain the entire unitized interval for the Unit and all other depths currently owned by Lessee in the leases contributed to the Unit. However, on the earlier of the date that Lessee fails to meet the Drilling Obligation Timeframe or the tenth anniversary of this Agreement, all the leases listed on Exhibit "A" as to the area then included in the Unit shall terminate as to all depths below 300 feet below the deepest depth reached by the horizontal lateral of the deepest well on each Sub-Unit measured between the first take point and the last take point, including the excluded Sub-Unit wells, lease wells, and PSA Wells.

8. If for any reason the established boundaries of the Unit must be amended, or any lands or leases within the Unit boundaries must be added or removed from the Unit, then all parties agree to execute an Amendment to the Pooling Agreement and file said Amendment of record. The parties hereby agree, if the established boundaries of the Unit, or the lands or leases included within, are reduced or amended for any reason, an updated allocation of production will be determined in accordance with Paragraph 5 of the Agreement, and the updated allocation of production will become effective as of the effective date of the Amendment to the Pooling Agreement.

9. If at the end of any calendar year, Lessee is engaged in drilling or completion operations on a Unit Well and if such Unit Well is completed within ninety (90) days after the end of the calendar year, then - if necessary to satisfy the Drilling Obligation Timeframe for the prior year - such Unit Well will be considered to have been completed during such prior calendar year for purposes of this Agreement.

10. If the number of horizontal wells Lessee completes during any calendar year exceeds Lessee's Drilling Obligation Timeframe for the year, Lessee shall have the right to apply the excess (i.e. the positive difference between the aggregate number of horizontal wells Lessee actually completed during such year and Lessee's Drilling Obligation Timeframe for the year) as a credit toward its Drilling Obligation Timeframe for the next succeeding calendar year ("Credit"). The aggregate number of horizontal wells completed by Lessee during any given calendar year shall be computed as the horizontal wells actually completed during such year, or in accordance with Paragraph 9 of this Addendum, plus any Credit Lessee has the right to apply toward its Drilling Obligation Timeframe for such year; provided, however, Lessee shall not be permitted to carry a Credit of more than two (2) horizontal wells forward from one calendar year to the next.

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11. In the event that pooled minerals are produced from a horizontal well located on a Sub-Unit that includes private leases not pooled into the Unit ("PSA Well"), the pooled minerals and/or proceeds of production shall be allocated and paid to the owners of each on the basis that the perforated interval of that portion of the horizontal drainhole located on the tract bears to the total perforated interval. Each PSA Well will be subject to a separate Production Sharing Agreement ("PSA") approved by the School Land Board. PSA Wells will count as Unit obligation wells.

12. The terms and provisions of all Leases, terms and provisions of all Sub-Unit Pooling Agreements, and other contracts relating to exploration, drilling, development or operation for oil or gas on lands committed to this Agreement are hereby expressly modified and amended only to the extent necessary to make the same conform to the provisions herein; and the Commissioner by his approval hereof does hereby establish, alter, change, and amend the drilling, producing and royalty requirements of the leases committed hereto to conform said requirements to the provisions of this Agreement. All terms and provisions of the leases and Sub-Unit Pooling Agreements which do not conflict with this Agreement shall remain unaltered.

End of Addendum "A"

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EXHIBIT "A"

Attached to and made part of that certain Pooling Agreement for the Cortes Bank State Unit, GLO Unit No. 10427, Reeves County, Texas

Jetta File #	State MF #	Unit Tract	Blk	Twn	Sec	Lessor	Lessee	Lease Date	Vol	Pg
100037-001	118581B	1 & 2	58		4 & 9	State of Texas, acting by and through its agent, Douglas Alfred Miller, Individually and as Independent Executor of the Estate of Edith Deen Miller	Jetta Permian, LP	03/11/2017	1435	517
100037-002	118581A	1 & 2	58		4 & 9	State of Texas, acting by and through its agent, WWO Minerals Management, LLC	Jetta Permian, LP	03/08/2017	1435	533
100033-001	117032B	3	58		3	State of Texas, acting by and through its agent, Avis C. Harder and David L. Harder, as joint tenants with rights of survivorship	Browning Oil Company, Inc.	07/02/2014	1124	323
100033-002	117032D	3	58		3	State of Texas, acting by and through its agent, Dena Maxine Hinshaw	Browning Oil Company, Inc.	07/02/2014	1124	316
100033-003	118605	3	58		3	State of Texas, acting by and through its agent, First Community Village	Jetta Permian, LP	04/06/2017	1404	462
100033-004	117032E	3	58		3	State of Texas, acting by and through its agent, Frankie Lee Harder	Browning Oil Company, Inc.	07/02/2014	1133	74
100033-005	117032C	3	58		3	State of Texas, acting by and through its agent, Hazel M. Evans	Browning Oil Company, Inc.	07/02/2014	1124	309
100038-001	119485	4	58		10	Toby G. Tripp, Suzanne Tripp Valla, Sharon Tripp Goodwin	Jetta Permian, LP	02/09/2017	1382 1382 1382	145 146 147
100038-002	119485	4	58		10	Patricia L. Dienes	Atlantic Resources Holding Co., LLC	01/30/2017	1371	91
100038-003	119485	4	58		10	Roy Cody Ferguson	Atlantic Resources Holding Co., LLC	01/30/2017	1371	85
100038-004	119485	4	58		10	Gary Byron Amburgey	Atlantic Resources Holding Co., LLC	01/23/2017	1371	97
100038-005	119485	4	58		10	Laura Leigh Larson	Atlantic Resources Holding Co., LLC	01/05/2017	1367	608
100038-006	119485	4	58		10	Darell Gene Fifer	Atlantic Resources Holding Co., LLC	01/18/2017	1367	650
100038-007	119485	4	58		10	Jeffrey Owen Amburgey	Atlantic Resources Holding Co., LLC	01/23/2017	1371	105
100038-008	119485	4	58		10	Floyd Davis Amburgey	Atlantic Resources Holding Co., LLC	01/23/2017	1371	113
100038-009	119485	4	58		10	Betty M. Wall, by and through her agent and attorney-in-fact, Floyd Davis Amburgey	Atlantic Resources Holding Co., LLC	01/23/2017	1371	121
100038-010	119485	4	58		10	Barbara Joy Armstrong, aka Barbara Joy White Armstrong, aka Joy White Armstrong, aka Joy Armstrong	Atlantic Resources Holding Co., LLC	01/23/2017	1405	605
100038-011	119485	4	58		10	M. Brad Bennett	Atlantic Resources Holding Co., LLC	08/18/2017	1463	383

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Jetta File #	State MF #	Unit Tract	Blk	Twn	Sec	Lessor	Lessee	Lease Date	Vol	Pg
100040-001	118594C	5	58		10	State of Texas, acting by and through its agent, Patricia Tyler Lewis	Atlantic Resources Holding Co., LLC	03/06/2017	1398	387
100040-002	118594A	5	58		10	State of Texas, acting by and through its agent, Robert J. Saul, Jr.	Atlantic Resources Holding Co., LLC	12/20/2016	1367	640
100040-003	118594B	5	58		10	State of Texas, acting by and through its agent, Garland Allan Taylor	Atlantic Resources Holding Co., LLC	12/20/2016	1385	141
100040-004	118594D	5	58		10	State of Texas, acting by and through its agent, Robert E. Tyler, as Trustee of the Tyler Revocable Trust	Atlantic Resources Holding Co., LLC	03/06/2017	1385	151
100039-000	118840	6	58		10	State of Texas, acting by and through its agent, Blake Oil & Gas Corporation	Atlantic Resources Holding Co, LLC	06/30/2017	1447	104
100052-000	118861	7	58		10	Commissioner of the General Land Office of the State of Texas	Jetta Permian, LP	08/01/2017	1481	712
100032-001	118189E	8	58		2	State of Texas, acting by and through its agent, Alexis Addison Anderson	WildHorse Interest, LLC	09/06/2016	1318	637
100032-002	118189C	8	58		2	State of Texas, acting by and through its agent, Angela Dawn Watkins Parten	WildHorse Interest, LLC	09/06/2016	1314	195
100032-003	118189A	8	58		2	State of Texas, acting by and through its agent, Jeffrey Winfield Grasty	WildHorse Interest, LLC	09/06/2016	1314	223
100032-004	118189B	8	58		2	State of Texas, acting by and through its agent, Lezlie Sue Watkins Tipton	WildHorse Interest, LLC	09/06/2016	1314	209
100032-005	118189D	8	58		2	State of Texas, acting by and through its agent, Macy Ryan Anderson	WildHorse Interest, LLC	09/06/2016	1314	181
100031-001	118462D	9	58		2	State of Texas, acting by and through its agent, Abby Marie Geltemeyer	K9 Energy, LLC	12/01/2016	1356	213
100031-002	118462A	9	58		2	State of Texas, acting by and through its agent, The Bush-Griffin Living Trust, by John W. Bush and John F. Griffin, as Co-Trustees	K9 Energy, LLC	12/01/2016	1356	159
100031-003	118462B	9	58		2	State of Texas, acting by and through its agent, Carrie Geltemeyer Shough	K9 Energy, LLC	12/01/2016	1356	177
100031-004	118462C	9	58		2	State of Texas, acting by and through its agent, David Jess St. Clair	K9 Energy, LLC	12/01/2016	1356	195
100031-005	118462E	9	58		2	State of Texas, acting by and through its agent, Jon Christopher St. Clair, First Financial Trust & Asset Management Company, N.A., Agent	Jetta Permian, LP	05/17/2017	1435	284
100031-006	118462F	9	58		2	State of Texas, acting by and through its agent, Justin Dallas St. Clair, First Financial Trust & Asset Management Company, N.A., Agent	Jetta Permian, LP	05/17/2017	1435	299
100033-001	117032B	10	58		11	State of Texas, acting by and through its agent, Avis C. Harder and David L. Harder, as joint tenants with rights of survivorship	Browning Oil Company, Inc.	07/02/2014	1124	323
100033-002	117032D	10	58		11	State of Texas, acting by and through its agent, Dena Maxine Hinshaw	Browning Oil Company, Inc.	07/02/2014	1124	316

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Jetta File #	State MF #	Unit Tract	Blk	Twn	Sec	Lessor	Lessee	Lease Date	Vol	Pg
100033-003	118605	10	58		11	State of Texas, acting by and through its agent, First Community Village	Jetta Permian, LP	04/06/2017	1404	462
100033-004	117032E	10	58		11	State of Texas, acting by and through its agent, Frankie Lee Harder	Browning Oil Company, Inc.	07/02/2014	1133	74
100033-005	117032C	10	58		11	State of Texas, acting by and through its agent, Hazel M. Evans	Browning Oil Company, Inc.	07/02/2014	1124	309
100103-001	118455A	12 & 11	58		15 & 16	State of Texas, acting by and through its agent, Haag Ranch L.P.	Jetta Permian, LP	01/11/2017	1365	420
100103-002	118455B	12 & 11	58		15 & 16	State of Texas, acting by and through its agent, Margaret Frances Ranes Dornfeld	Jetta Permian, LP	01/11/2017	1365	401
100112-000	118864	13	58		22	Commissioner of the General Land Office of the State of Texas	Jetta Permian, LP	08/01/2017	1481	745
100102-000	118862	14	58		14	Commissioner of the General Land Office of the State of Texas	Jetta Permian, LP	08/01/2017	1481	723
100101-001	118582C	15, 16	58		14	State of Texas, acting by and through its agent, Jack Howison, Jr.	Jetta Permian, LP	02/14/2017	1396	113
100101-002	118582A	15, 16	58		14	State of Texas, acting by and through its agent, KMF Land, LLC	Jetta Permian, LP	04/12/2017	1431	680
100101-003	118582D	15, 16	58		14	State of Texas, acting by and through its agent, Bank of America, N.A., as Trustee of the Charles R. Meeker Trust U/A dated 7/6/1992, as amended and restated on 6/5/98	Jetta Permian, LP	05/15/2017	1428	200
100101-004	118582F	15, 16	58		14	State of Texas, acting by and through its agent, Fred W. Shield and Company	Jetta Permian, LP	03/29/2017	1442	68
100101-005	118582B	15, 16	58		14	State of Texas, acting by and through its agent, Midland AOG Partners, Ltd.	Jetta Permian, LP	02/17/2017	1382	308
100101-006	118582G	15, 16	58		14	State of Texas, acting by and through its agent, The de Compiegne Property Company No. 20, LTD.	Jetta Permian, LP	03/29/2017	1442	53
100101-007	118582E	15, 16	58		14	State of Texas, acting by and through its agent, Wade P. Koehl	Jetta Permian, LP	02/17/2017	1382	383
100101-008	118582H	15, 16	58		14	State of Texas, acting by and through its agent, James Lawrence Meeker, Trustee of the Callaghan 320 Trust u/a/d 02-05-2015	Jetta Permian, LP	06/26/2018	1664	106
100101-009	118582I	15, 16	58		14	State of Texas, acting by and through its agent, JWM Minerals, LLC	Jetta Permian, LP	06/26/2018	1664	217
100101-010	118582K	15, 16	58		14	State of Texas, acting by and through its agent, David Alan Meeker, Trustee of the Dan H. Meeker Children's Irrevocable Trust u/a/d 11/1/2015	Jetta Permian, LP	09/12/2018	1664	202
100101-011	118582J	15, 16	58		14	State of Texas, acting by and through its agent, Daniel Hill Meeker, Trustee of the David Alan Meeker Family Irrevocable Trust u/a/d 10/20/2015	Jetta Permian, LP	09/12/2018	1664	187

Jetta File #	State MF #	Unit Tract	Blk	Twn	Sec	Lessor	Lessee	Lease Date	Vol	Pg
100101-012	118582O	15, 16	58		14	State of Texas, acting by and through its agent, Midtex Royalty II, LP	Jetta Permian, LP	09/12/2018	1674	116
100101-013	118582M	15, 16	58		14	State of Texas, acting by and through its agent, Oak Valley Mineral and Land, LP	Jetta Permian, LP	09/12/2018	1674	146
100101-014	118582L	15, 16	58		14	State of Texas, acting by and through its agent, Bruno and Marshall Investments	Jetta Permian, LP	07/16/2018	1674	71
100101-015	118582N	15, 16	58		14	State of Texas, acting by and through its agent, Kennedy Minerals, Ltd.	Jetta Permian, LP	09/12/2018	1674	176
100101-016	118582P	15, 16	58		14	State of Texas, acting by and through its agent, MBR Oil & Gas #1, Ltd. & PPLB Investments, LLC	Jetta Permian, LP	10/03/2018	1712	171
100076-001	117291C	15, 16 22	58 55	5S	14 30	State of Texas, acting by and through its agent, Alldale Minerals, LP	Energen Resources Corporation	04/01/2015	1215	602
100076-002	117291B	15, 16 22	58 55	5S	14 30	State of Texas, acting by and through its agent, Word B. Wilson Investments, LP	Energen Resources Corporation	06/10/2015	1215	612
100076-003	117291A	15, 16 22	58 55	5S	14 30	State of Texas, acting by and through its agent, James Robert Hill, individually and as Trustee of the Houston and Emma Hill Trust Estate, Virginia Glenn Hill Lattimore, Individually and as Trustee of the Houston and Emma Hill Trust Estate, John A. Styrsky, Trustee of the Houston and Emma Hill Trust Estate, GeoMar Resources, Inc., Nancy Puff Jones Trust, Hill Investments, Ltd., H-S Minerals & Realty, Ltd., and Thomas Hill Puff	Energen Resources Corporation	02/01/2015	1215	662
100076-004	117291E	15, 16 22	58 55	5S	14 30	State of Texas, acting by and through its agent, Triangle Royalty, LP and JK Royalty, LP	Summit West Resources LP	02/08/2016	1250	482
100076-005	117291F	15, 16 22	58 55	5S	14 30	State of Texas, acting by and through its agent, CG Interests LLC	Summit West Resources LP	02/08/2016	1250	610
100076-006	117291D	15, 16 22	58 55	5S	14 30	State of Texas, acting by and through its agent, Legado Investments, LLC	Summit West Resources LP	01/06/2017	1373	638
100100-001	118547C	17	58		13	State of Texas, acting by and through its agent, Wade P. Koehl	Jetta Permian, LP	02/17/2017	1382	398
100100-002	118547A	17	58		13	State of Texas, acting by and through its agent, Marrow Harrison Interests, LLC	Jetta Permian, LP	02/16/2017	1382	115
100100-003	118547B	17	58		13	State of Texas, acting by and through its agent, Midland AOG Partners, Ltd.	Jetta Permian, LP	02/17/2017	1382	323
100099-000	118546	18	58		13	State of Texas, acting by and through its agent, Hope Swaim, as Trustee of The Leonard R. Murph Family Trust Agreement dated June 18, 1992 as revised, amended, restated and republished on the 19th day of June, 1995	Jetta Permian, LP	02/10/2017	1377	125

61.92.11

Jetta File #	State MF #	Unit Tract	Blk	Twn	Sec	Lessor	Lessee	Lease Date	Vol	Pg
100113-001	115987A	19	58		23	State of Texas, acting by and through its agent, Bobby A. Burchard and Sammie W. Burchard Living Trust by Bobby A. Burchard and Sammie W. Burchard, as Co-Trustees	San Saba Resources, LLC	09/03/2013	1027	108
100113-002	115987B	19	58		23	State of Texas, acting by and through its agent, LaRue Burchard Worley	San Saba Resources, LLC	09/15/2013	1028	466
100113-003	115987E	19	58		23	State of Texas, acting by and through its agent, Boys & Boots Land and Cattle Company, LLC, a Texas Limited Liability Company	San Saba Resources, LLC	10/29/2013	1038	214
100113-004	115987C	19	58		23	State of Texas, acting by and through its agent, Wider Sky, LP by Rene Sandifer, its General Partner	San Saba Resources, LLC	09/18/2013	1027	474
100113-005	115987D	19	58		23	State of Texas, acting by and through its agent, Mark Burchard as Member of Rocking Horse Ridge, LLC, by and through its General Partner of Madrone Creek Capital, LP	San Saba Resources, LLC	09/15/2013	1029	296
100114-000	118865	20	58		24	Commissioner of the General Land Office of the State of Texas	Jetta Permian, LP	08/01/2017	1481	756
100070-001	118623A	21	55	5S	30	State of Texas, acting by and through its agent, KMF Land, LLC	Jetta Permian, LP	04/12/2017	1431	629
100070-002	118623B	21	55	5S	30	State of Texas, acting by and through its agent, Bank of America, N.A., as Trustee of the Charles R. Meeker Trust U/A dated 7/6/1992, as amended and restated on 6/5/98	Jetta Permian, LP	05/15/2017	1428	183
100070-003	118623D	21	55	5S	30	State of Texas, acting by and through its agent, JWM Minerals, LLC	Jetta Permian, LP	06/26/2018	1664	121
100070-004	118623C	21	55	5S	30	State of Texas, acting by and through its agent, James Lawrence Meeker, Trustee of the Callaghan 320 Trust u/a/d 02-05-2015	Jetta Permian, LP	06/26/2018	1664	91
100070-005	118623F	21	55	5S	30	State of Texas, acting by and through its agent, David Alan Meeker, Trustee of the Dan H. Meeker Children's Irrevocable Trust u/a/d 11/1/2015	Jetta Permian, LP	09/12/2018	1664	157
100070-006	118623E	21	55	5S	30	State of Texas, acting by and through its agent, Daniel Hill Meeker, Trustee of the David Alan Meeker Family Irrevocable Trust u/a/d 10/20/2015	Jetta Permian, LP	09/12/2018	1664	172
100071-001	117490C	22	55	5S	30	State of Texas, acting by and through its agent, Fred W. Shield and Company	Jetta Permian, LP	03/29/2017	1442	38
100071-002	117490B	22	55	5S	30	State of Texas, acting by and through its agent, The de Compiegne Property Company No. 20, LTD.	Jetta Permian, LP	03/29/2017	1442	23
100071-004	117490G	22	55	5S	30	State of Texas, acting by and through its agent, Kennedy Minerals, Ltd.	Jetta Permian, LP	09/17/2018	1674	161

61.92.11

Jetta File #	State MF #	Unit Tract	Blk	Twn	Sec	Lessor	Lessee	Lease Date	Vol	Pg
100071-005	117490F	22	55	5S	30	State of Texas, acting by and through its agent, Midtex Royalty II, LP	Jetta Permian, LP	10/01/2018	1674	101
100071-006	117490E	22	55	5S	30	State of Texas, acting by and through its agent, Oak Valley Mineral and Land, LP	Jetta Permian, LP	09/12/2018	1674	131
100071-007	117490D	22	55	5S	30	State of Texas, acting by and through its agent, Bruno and Marshall Investments	Jetta Permian, LP	09/12/2018	1674	86
100071-008	119424A	22	55	5S	30	State of Texas, acting by and through its agent, MBR Oil and Gas #1, Ltd. & PPLB Investments, LLC	Jase Energy, LLC	03/21/2018	1580	290
100139-000	118800A	23	55	5S	32	State of Texas, acting by and through its agent, JAMM, LLC	K9 Energy, LLC	09/21/2017	1495	383
100140-001	118800B	24	55	5S	32	State of Texas, acting by and through its agent, Tango Resources, LLC	K9 Energy, LLC	09/21/2017	1495	411
100140-002	118800C	24	55	5S	32	State of Texas, acting by and through its agent, Chimney Hill Resources, LLC	K9 Energy, LLC	09/21/2017	1495	398
100069-000	118872	25	55	5S	28	Commissioner of the General Land Office of the State of Texas	Jetta Permian, LP	08/01/2017	1482	12

All recording references are to the Official Records of Reeves County, Texas and may refer to the actual instrument or memorandum notice thereof.

END OF EXHIBIT "A"

61-92-11

EXHIBIT "B"

Attached to and made part of that certain Pooling Agreement for the Cortes Bank State Unit, GLO Unit No. 10427, Reeves County, Texas

Tract 1: 640 acres of land, more or less, being all of Section 4, Block 58, PSL Survey

Tract 2: 640 acres of land, more or less, being all of Section 9, Block 58, PSL Survey

Tract 3: 640.2 acres of land, more or less, being all of Section 3, Block 58, PSL Survey

Tract 4: 520 acres of land, more or less, being the N/2, SE/4 and the NE/4 SW/4 of Section 10, Block 58, PSL Survey

Tract 5: 20 acres of land, more or less, being the W/2 NW/4 SW/4 of Section 10, Block 58, PSL Survey

Tract 6: 20 acres of land, more or less, being the E/2 NW/4 SW/4 of Section 10, Block 58, PSL Survey

Tract 7: 80 acres of land, more or less, being the S/2 SW/4 of Section 10, Block 58, PSL Survey

Tract 8: 320.1 acres of land, more or less, being the W/2 of Section 2, Block 58, PSL Survey

Tract 9: 320.1 acres of land, more or less, being the E/2 of Section 2, Block 58, PSL Survey

Tract 10: 640.2 acres of land, more or less, being all of Section 11, Block 58, PSL Survey

Tract 11: 664.33 acres of land, more or less, being all of Section 16, Block 58, PSL Survey

Tract 12: 664.33 acres of land, more or less, being all of Section 15, Block 58, PSL Survey

Tract 13: 640 acres of land, more or less, being all of Section 22, Block 58, PSL Survey

Tract 14: 160 acres, more or less, being the NW/4 of Section 14, Block 58, PSL Survey

Tract 15: 160 acres of land, more or less, being the SW/4 of Section 14, Block 58, PSL Survey

Tract 16: 320 acres of land, more or less, being the E/2 of Section 14, Block 58, PSL Survey

Tract 17: 102.8 acres of land, more or less, being the N/2 of Section 13, Block 58, PSL Survey

Tract 18: 102.8 acres of land, more or less, being the S/2 of Section 13, Block 58, PSL Survey

Tract 19: 640 acres of land, more or less, being all of Section 23, Block 58, PSL Survey

Tract 20: 240 acres of land, more or less, being all of Section 24, Block 58, PSL Survey

Tract 21: 280 acres of land, more or less, being the North 7/16ths of Section 30, Block 55, T5S, T&P Ry. Co. Survey

Tract 22: 360 acres of land, more or less, being the South 9/16ths of Section 30, Block 55, T5S, T&P Ry. Co. Survey

Tract 23: 600 acres of land, more or less, being all of Section 32, Block 55, T5S, T&P Ry. Co. Survey, save and except, 40 acres of land, more or less, being the SW/4 SW/4 of said Section 32

Tract 24: 40 acres of land, more or less, being the SW/4 SW/4 of Section 32, Block 55, T5S, T&P Ry. Co. Survey

Tract 25: 640 acres of land, more or less, being all of Section 28, Block 55, T5S, T&P Ry. Co. Survey

The sum of the individual tracts described above contain 9,454.86 acres, more or less, and comprise in entirety the lands to be included in the Cortes Bank State Unit. All lands described herein are located in Reeves County, Texas

END OF EXHIBIT "B"

61.92.11

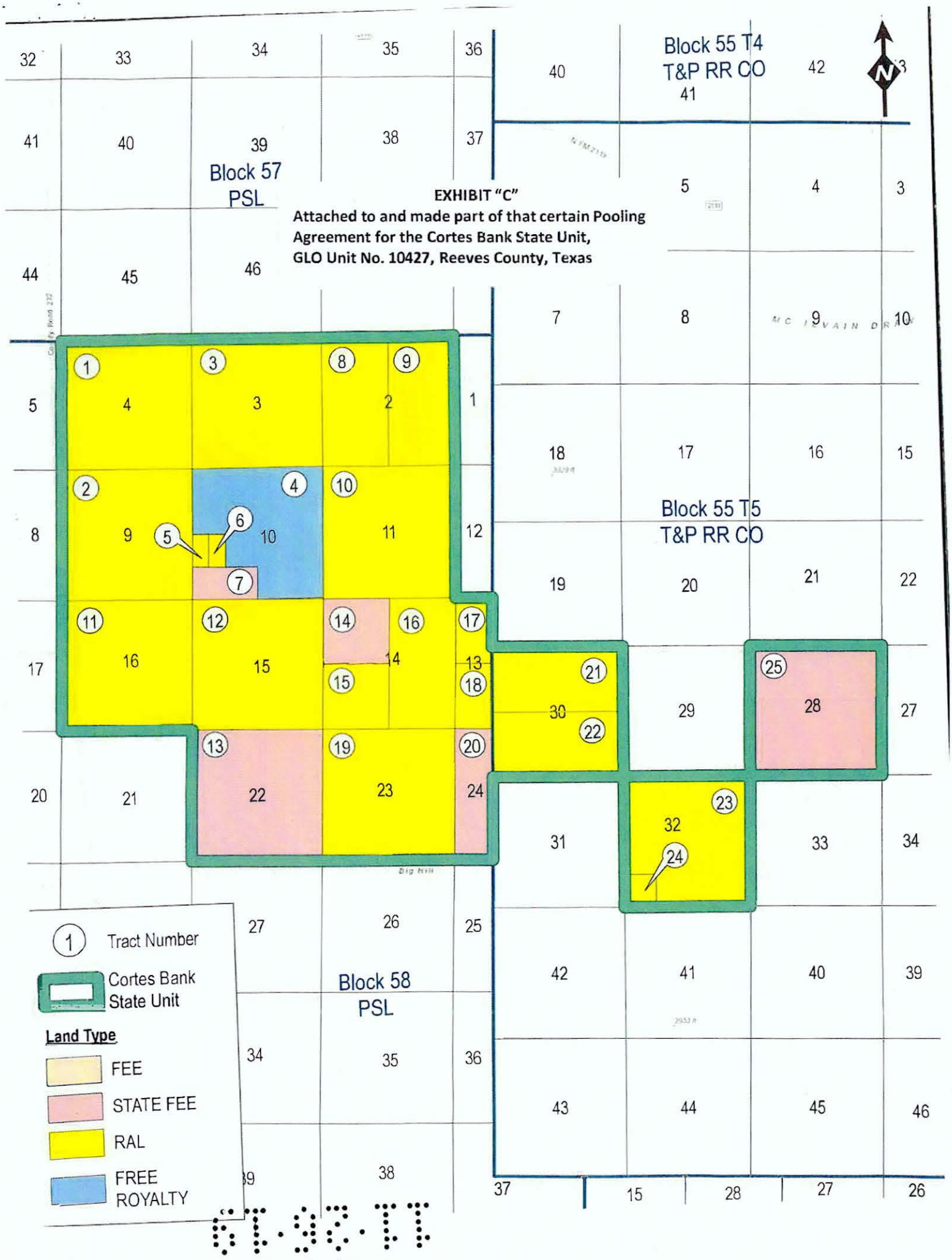


EXHIBIT "C"
Attached to and made part of that certain Pooling Agreement for the Cortes Bank State Unit, GLO Unit No. 10427, Reeves County, Texas
Block 57 PSL
Block 55 T4 T&P RR CO
Block 55 T5 T&P RR CO
Block 58 PSL
Tract Number
Cortes Bank State Unit
Land Type
FEE
STATE FEE
RAL
FREE ROYALTY

EXHIBIT "D"
Attached to and made part of that certain Pooling Agreement for the Cortes Bank State Unit, GLO Unit No. 10427 Reeves County, Texas

Depth Limited Leasehold

Legal description:	Unit Tract 19 – All of Section 23, Block 58, PSL Survey
Mineral File #:	115987A, B, C, D, E
Retained depths:	surface to 10,948 feet, being 100 feet below the total depth drilled in the Jett Rink State 58-23 #1H (API #: 42-389-34374)

END OF EXHIBIT "D"

11.22.11

EXHIBIT "E"
Attached to and made part of that certain Pooling Agreement for the Cortes Bank State Unit, GLO Unit No. 10427 Reeves County, Texas

"Sub-Units"

Sub-Unit Name	Description	GLO Unit No.	Sub-Unit Well Name / API Number
Baja State 58 15-22	Sections 15 & 22, Block 58, PSL Survey	10216	Baja State 58 15-22 #51H API #42-389-38424
Hermosa State 55 30-31	Section 30 & 31, Block 55, T5S T&P RR Co. Survey	9571	Hermosa State 55 30-31 #3H API #42-389-37620
Jaws State 58 11-02	Sections 2 & 11, Block 58, PSL Survey	8774	Jaws State 58 11-02 #1H API #42-389-36016
Manhattan State 55 28-33	Section 28 & 33, Block 55, T5S, T&P RR Co. Survey	10217	Manhattan State 55 28-33 #51H API #42-389-38465
New Jersey State 55 29-32	Section 29 & 32, Block 55, T5S, T&P RR Co. Survey	10073	New Jersey State 55 29-32 #61H API #42-389-38545
Pipeline State 58 10-03	Sections 3 & 10, Block 58, PSL Survey	9513	Pipeline State 58 10-03 #1H API #42-389-37243
Sunset State 58 13-24	Sections 13, 14, 23 & 24, Block 58, PSL Survey	9509	Sunset State 58 13-24 #51H API #42-389-37389

"Lease Wells"

Lease Well Name / API Number	Description
Jett Rink State 58-23 #1H API #42-389-34374	Section 23, Block 58, PSL Survey
Mavericks State 58 09-04 #61H API #42-389-36655	Sections 4 & 9, Block 58, PSL Survey

END OF EXHIBIT "E"

61.92.11

(16)

File No. M-1159B7

Reeves County

Pooling Packet #10427 Cortes Bank

Date Filed: 12/18/2019

George P. Bush, Commissioner

By ME

TO: **JETTA PERMIAN, LP**
FROST TOWER FORT WORTH
640 TAYLOR ST., SUITE 2400
Fort Worth, Texas 76102

Unit 95009 MF118862

OIL & GAS DIVISION ORDER

MF117291 MF118547
MF118582 MF118546
MF115987 MF118865

Property Number:	1535	Analyst Initials: CBG	
Property Name:	SUNSET STATE 58 13-24 51H	Date: September 18, 2019	
Operator:	JETTA PERMIAN, LP	Effective Date: FIRST SALES	
County/State:	REEVES COUNTY, TEXAS		

Property Description: 1,725.60 acres of land, more or less, being mor particularly described as six (6) tracts of land as follows to-wit:

Tract 1: 160 acres, more or less, being the NW/4 of Section 14, Block 58, PSL Survey, Reeves County, Texas;
Tract 2: 480 acres, more or less, being the E/2, SW/4 of Section 14, Block 58, PSL Survey, Reeves County, Texas;
Tract 3: 102.80 acres, more or less, being the N/2 of Section 13, Block 58, PSL Survey, Reeves County, Texas;
Tract 4: 102.80 acres, more or less, being the S/2 of Section 13, Block 58, PSL Survey, Reeves County, Texas;
Tract 5: 640 acres, more or less, being all of Section 23, Block 58, PSL Survey, Reeves County, Texas;
Tract 6: 240 acres, more or less, being all of Section 24, Block 58, PSL Survey, Reeves County, Texas;

OWNER NAME AND ADDRESS:	OWNER NUMBER:	INTEREST TYPE:	INTEREST AMOUNT:
TEXAS GENERAL LAND OFFICE 1700 N CONGRESS AVE AUSTIN, TX 78701-1495	1014	RI	0.15397543 ✓

The undersigned parties (hereinafter sometimes called "Owners") hereby certify and guarantee that they are the legal owners of, and hereby warrant the title to, the interests shown below opposite their names (or shown on any schedule or exhibit attached hereto and referred to below) in the proceeds derived from the sale of oil (which term as hereinafter used shall include condensate and other liquid hydrocarbons) and gas and/or casinghead gas produced as described above payable by **JETTA PERMIAN, LP.** (Payor).

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

THE FOLLOWING PROVISIONS APPLY TO EACH INTEREST OWNER ("OWNER") WHO EXECUTES THIS AGREEMENT:

TERMS OF SALE: Said owner will be paid in accordance with the division of interest as shown. The payor shall pay all parties for gas according to the underlying Lease, Operating Agreement and/or other contracts applicable to each party's interest. The payor shall pay all parties at the price agreed to by the Operator for oil to be sold pursuant to this Division Order. Purchaser shall compute quantity and make corrections for gravity and temperature and make deductions for impurities.

PAYMENT: From the effective date, payment is to be made monthly by payor's check, based on this division of interest, for oil runs during the preceding calendar month and for gas sold during the second preceding calendar month from the property listed above, less taxes required by law to be deducted and remitted by payor as purchaser. Payments of less than $50 may be accrued before disbursement until the total amount equals $50 or more, or until December 31 of each year, whichever comes first. Payee agrees to refund to payor any amounts attributable to an interest or part of any interest that payee does not own.

INDEMNITY: The owner agrees to indemnify and hold payor harmless from all liability resulting from payments made to the owner in accordance with such division of interest, including but not limited to, attorney fees or judgments in connection with any suit that affect the owner's interest to which payor is made a party.

DISPUTE, WITHHOLDING OF FUNDS: If a suit is filed that affects the interest of the owner, written notice shall be given to payor by the owner, together with a copy of the complaint or petition filed. In the event of claim or dispute that affects title to the division of interest credited herein, payor is authorized to withhold payments accruing to such interest, without interest, unless otherwise required by applicable statue, until the claim or dispute is settled.

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

NOTICES: The owner agrees to notify payor in writing of any change in the division of interest, including changes of interest contingent on payment of money, or expiration of time. No change of interest is binding on payor until the recorded copy of instrument of change or documents satisfactorily evidencing such change are furnished to payor at the time change occurs. Any change of interest shall be made effective on the first day of the month following receipt of such notice by payor. Any correspondence regarding this agreement shall be furnished to the addresses listed unless otherwise advised by either party. In addition to the legal rights provided by the terms and provisions of the Division Order, any owner may have certain statutory rights under state laws.

Each of the Owners in the property hereinabove described, by the execution of this Division Order, hereby adopts, ratifies and confirms each oil and gas lease, and each gas purchaser contract, together with any amendments thereof to which this Division Order applies. If the production which is covered by this Division Order is obtained from a unit or units, the establishment of such unit or units is hereby ratified, confirmed and adopted by each of the Owners.

Owner(s) Print Name:_____ x_____
Witness Print Name

Owner(s) Signatures: _____ x_____
Witness Signature

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

Owner(s) Telephone Number (s):_____

Federal Law requires you to furnish your Social Security or Taxpayor Identification Number. Failure to comply will result in 31% tax withholding and will not be refundable by Payor.

Jetta Permian LP
640 Taylor Street, Suite 2400
Fort Worth, Texas 76102

INSTRUCTIONS TO ALL INTEREST OWNERS
READ CAREFULLY BEFORE SIGNING THE INSTRUMENT

A W-9 and two (2) copies of the instrument you have been asked to execute are enclosed. This instrument shows the interest which is being credited to you and the legal description of the property from which production is being obtained.

If you claim the interest as shown, please execute this instrument in accordance with the following applicable instructions. This instrument should not be altered in any way unless you submit documentary evidence to support the change

Individual	SIGN YOUR NAME AS SHOWN ON THE INSTRUMENT OR AS CORRECTED BY YOU IN THE SPACE PROVIDED. If your name has changed, sign the instrument using your correct name and attach a copy of the marriage certificate, divorce decree, change of name certificate or other document supporting the change. For joint interests and life estates, execution should include signatures of all joint owners and remaindermen.
Corporations	When executing for a corporation, title of the signatory party must be shown, signature attested with attestor identified by title, and the corporate seal affixed.
Partnership	All members of a partnership should sign the document. If only one member of a partnership signs, evidence of his right to do so mush be furnished.
Second Party	If the instrument is signed by an agent, attorney-in-fact, guardian, or any party other than the named interest owner, you must provide us evidence of the rights vested in the signatory party.
Taxpayer's Identification Number (S.S.#)	INSERT YOUR NUMBER IN THE SPACE PROVIDED BELOW YOUR NAME. Your failure to provide us your federal tax identification number will require us to withhold 31% of any payments due you and may subject you to assessment of a penalty by the Internal Revenue Service.
Mailing Address	If an owner has an address marked unknown and you have an address for this person, please include their address when returning your Division Order or notify this person that we are trying to locate them.
Owner Number	You will be assigned an owner number unless you already have a number with our company. This number is used to identify you quickly in our system and should always be used when corresponding with us.
Interest Settlement	Upon receipt of the properly executed instrument and evidence of clear title, we will authorize the interest credited to you for payment. Checks will be mailed monthly when accruals to your account equal $50.00 or more. Each year, (October checkwrite) payments will be made for all accumulated sums regardless of the amount.
Change of Address	PLEASE, NOTIFY US PROMPLTY OF ANY CHANGE IN YOUR MAILING ADDRESS. For your protection, this notice must be in your own signature or the signature of your appointed agent. Always include your owner number, social security number and your old address, as well as, your new address and zip code.

RETURN THE EXECUTED DIVISION ORDER AND COMPLETED W-9 WITHOUT DELAY TO THE ADDRESS ABOVE.
Keep one copy of the Division Order for your records.

For more information about your payments or other matters involving your interest, please write to us at the above address or contact Owner Relations at (817) 335-1179.

J·E·T·T·A
PERMIAN, LP

Direct Deposit Authorization for Royalty Payments

Jetta Permian, LP is pleased to offer electronic deposit. This will provide you with the option of having your payments deposited directly into your bank. **The processing of this application may take up to sixty (60) days.**

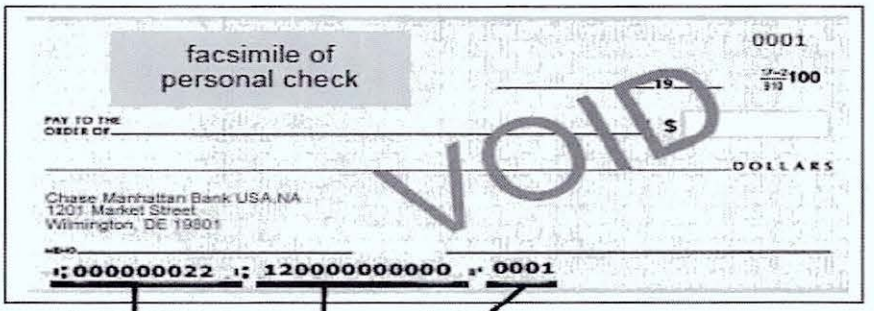
To ensure the security of your payments, Jetta Permian, LP will be utilizing the Automated Clearing House (ACH) system. Funds from ACH credits will ordinarily be available within one (1) business day of the check date. Credit due on a non-business day will be received the next business day.

PLEASE RETURN TO:
Jetta Permian, LP, 777 Taylor Street, Suite P1, Fort Worth, TX 76102
Attention: Treasury

Please indicate whether this is:
- ☐ New Authorization
- ☐ Change Authorization

Please specify to which account deposit is to be made:
- ☐ Checking Account - Business
- ☐ Checking Account - Personal
- ☐ Savings Account

REQUIRED: Attach a voided check or bank account verification letter to the Authorization Agreement form. Forms will need to be mailed in. We will not accept forms via email or fax. Any incomplete forms will not be processed.



000000022 120000000000 0001
Routing number – Account number – Check sequence number

☐☐☐☐☐☐☐☐☐ Routing number

☐☐☐☐☐☐☐☐☐☐☐☐☐☐☐☐ Account number

BANK NAME

BANK PHONE NUMBER

OWNER NUMBER (FROM REVENUE CHECK)

OWNER NAME (PLEASE PRINT)

OWNER NAME (PLEASE PRINT)

E-MAIL ADDRESS

OWNER SIGNATURE DATE

CO-OWNER SIGNATURE DATE

SOCIAL SECURITY NUMBER/TAX ID NUMBER

I represent that I own oil, gas and/or mineral interests and the proceeds are being distributed by Jetta Permian, LP. I authorize Jetta Permian, LP and the financial institution listed to electronically deposit my future payments to the account specified. I understand that this authorization may take up to sixty (60) business days to go into effect and that once in effect, will remain in place for all Jetta Permian, LP royalty distributions made after this authorization until I have cancelled it in writing, by sending a letter signed by me to the address listed above. If Jetta Permian, LP erroneously deposits money into this bank account, I authorize Jetta Permian, LP to direct the financial institution handling this bank account, to debit that account and return the money. I agree that if I fail to give notice of any changes, Jetta Permian, LP will not be liable for any interest or any other resulting claim(s). I hereby release and hold Jetta Permian, LP harmless for any loss, claim damage or interest incurred as a result of any financial intuition's failure to post funds. Jetta Permian, LP may disclose any non-public information provided herein solely for the purpose of facilitation direct deposit of payments. Any non-public personal information provided to said financial institutions will be subject to its Privacy policy. Should you wish to opt-out of providing personal information to Jetta Permian, LP, direct deposit will not be available for your payments.

Questions concerning Direct Deposit Form:
Please contact Jetta Permian, LP Treasury
at Treasury@jettaoperating.com

TEXAS GENERAL LAND OFFICE
GEORGE P. BUSH, COMMISSIONER

January 6, 2020

Brooke Granger
Land Administration Manager
Jetta Permian, LP
640 Taylor St., Suite 2400
Fort Worth, Texas 76102-4919

Re: State Lease Nos. MF115987, MF117291, MF118546, MF118547, MF118582, MF118862 and MF118865 Sunset State 58 13-24 51H Unit 9509

Dear Mrs. Granger:

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

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

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

(17)

File No. MF115987

Reeves County

DIVISION ORDER

Date Filed: 1/9/2020

George P. Bush, Commissioner

By _____

DO NOT DESTROY

Texas General Land Office

UNIT AGREEMENT MEMO

UPA190301

Unit Number	*10427*				
Operator Name	*Jetta Permian, LP*			*Effective Date*	*01/01/2020*
Customer ID	*C000089663*			*Unitized For*	*Oil And Gas*
Unit Name	*Cortes Bank State*			*Unit Term*	
County 1	*Reeves*	*RRC District 1*	*08*	*Old Unit Number*	*Inactive Status Date*
County 2		*RRC District 2*			
County 3		*RRC District 3*			
County 4		*RRC District 4*			
Unit type	*Permanent*				
State Net Revenue Interest	*Oil*	*0.14483107*			
State Part in Unit		*1.00000000*			
Unit Depth	*Specified Depths*		*Well*		
From Depth	*Surface*		*Formation*		
To Depth	*300' TVD below the deepest depth reached by the horizontal lateral between the fTP and the LTP*		*Participation Basis*	*Surface Acreage*	

If Excluions Apply: See Remarks

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*
MF115987		640.000000	9,454.860000	0.06769006	O/G	0.12500000	0.00846126	No
MF117032		640.200000	9,454.860000	0.06771121	O/G	0.12500000	0.00846390	
MF117291		545.750000	9,454.860000	0.05772164	O/G	0.12500000	0.00721520	
MF117490		4.500000	9,454.860000	0.00047595	O/G	0.12500000	0.00005949	
MF118189		320.100000	9,454.860000	0.03385560	O/G	0.12500000	0.00423195	
MF118455		1,328.660000	9,454.860000	0.14052667	O/G	0.12500000	0.01756583	No
MF118462		320.100000	9,454.860000	0.03385560	O/G	0.12500000	0.00423195	No
MF118546		102.800000	9,454.860000	0.01087272	O/G	0.12500000	0.00135909	No
MF118547		102.800000	9,454.860000	0.01087272	O/G	0.12500000	0.00135909	
MF118581		1,280.000000	9,454.860000	0.13538011	O/G	0.12500000	0.01692251	
MF118582		288.250000	9,454.860000	0.03048697	O/G	0.12500000	0.00381087	No
MF118594		20.000000	9,454.860000	0.00211531	O/G	0.12500000	0.00026441	No
MF118605		640.200000	9,454.860000	0.06771121	O/G	0.12500000	0.00846390	No
MF118623		280.000000	9,454.860000	0.02961440	O/G	0.12500000	0.00370180	No
MF118800		600.000000	9,454.860000	0.06345943	O/G	0.12500000	0.00793243	No
MF118840		20.000000	9,454.860000	0.00211531	O/G	0.12500000	0.00026441	
MF118861		80.000000	9,454.860000	0.00846126	O/G	0.25000000	0.00211531	No
MF118862		160.000000	9,454.860000	0.01692251	O/G	0.25000000	0.00423063	No
MF118864		640.000000	9,454.860000	0.06769006	O/G	0.25000000	0.01692251	No
MF118865		240.000000	9,454.860000	0.02538377	O/G	0.25000000	0.00634594	No
MF118872		640.000000	9,454.860000	0.06769006	O/G	0.25000000	0.01692251	No
MF119424		1.500000	9,454.860000	0.00015865	O/G	0.12500000	0.00001983	No
MF119485		520.000000	9,454.860000	0.05499817	O/G	0.06250000	0.00343739	No
MF120204		40.000000	9,454.860000	0.00423063	O/G	0.12500000	0.00052883	No

API Number

Remarks: Existing wells located within the unit boundary will not be included in the unit.

Prepared By: JM — *Prepared Date:* 04/21/2020

GLO Base Updated By: JM — *GLO Base Date:* 04/21/2020

RAM Approval By: VD — *RAM Approval Date:* 04/21/2020

GIS By: — *GIS Date:*

Well Inventory By: JM — *WI Date:* 04/21/2020

Pooling Committee Report

To: School Land Board

UPA190301

Date of Board Meeting: 04/21/2020

Unit Number: 10427

Effective Date: 01/01/2020

Unit Expiration Date:

Applicant: Jetta Permian, LP

Attorney Rep:

Operator: Jetta Permian, LP,

Unit Name: Cortes Bank State

Field Name: FORD, WEST (WOLFCAMP)

County: Reeves

Lease Type	Lease Number	Lease Royalty	Expiration Date	Lease Term	Lease Acres	Lease Acres In Unit	Royalty Participation
FR	MF119485	0.06250000		3 years	520.000000	520.000000	0.00343739
RAL	MF115987	0.12500000	09/03/2014	1 years	640.000000	640.000000	0.00846126
RAL	MF117032	0.12500000	07/02/2019	5 years	640.000000	640.200000	0.00846390
RAL	MF117291	0.12500000	12/01/2018	46 months	2,597.590500	545.750000	0.00721520
RAL	MF117490	0.12500000	10/04/2017	3 years	7.358000	4.500000	0.00005949
RAL	MF118189	0.12500000	09/06/2019	3 years	321.000000	320.100000	0.00423195
RAL	MF118455	0.12500000	01/11/2020	3 years	1,328.000000	1,328.660000	0.01756583
RAL	MF118462	0.12500000	12/01/2019	3 years	256.080000	320.100000	0.00423195
RAL	MF118546	0.12500000	02/10/2020	3 years	102.800000	102.800000	0.00135909
RAL	MF118547	0.12500000	02/16/2020	3 years	102.800000	102.800000	0.00135909
RAL	MF118581	0.12500000	03/08/2020	3 years	1,280.000000	1,280.000000	0.01692251
RAL	MF118582	0.12500000	02/14/2020	3 years	287.471010	288.250000	0.00381087

Private Acres:	0.000000
State Acres:	9454.860000
Total Unit Acres:	9454.860000

Participation Basis:	Surface Acreage
Surface Acreage	
State Acreage:	100.00%
State Net Revenue Interest:	14.48%

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

RRC Rules:	Spacing Acres:
Yes	1,820 acres for a 10,000 foot lateral (FTP to LTP).

Pooling Committee Report

To: School Land Board — **UPA190301**

Date of Board Meeting: 04/21/2020 — **Unit Number:** 10427

Effective Date: 01/01/2020

Unit Expiration Date:

Applicant: Jetta Permian, LP

Attorney Rep:

Operator: Jetta Permian, LP,

Unit Name: Cortes Bank State

Field Name: FORD, WEST (WOLFCAMP)

Lease Type	Lease Number	Lease Royalty	Expiration Date	Lease Term	Lease Acres	Lease Acres In Unit	Royalty Participation
RAL	MF118594	0.12500000	12/20/2019	3 years	20.000000	20.000000	0.00026441
RAL	MF118605	0.12500000	07/02/2019	816 days	640.200000	640.200000	0.00846390
RAL	MF118623	0.12500000	04/10/2020	3 years	279.986660	280.000000	0.00370180
RAL	MF118800	0.12500000	09/21/2020	3 years	600.000000	600.000000	0.00793243
RAL	MF118840	0.12500000	06/30/2020	3 years	20.000000	20.000000	0.00026441
RAL	MF119424	0.12500000	03/21/2021	3 years	5.247080	1.500000	0.00001983
RAL	MF120204	0.12500000	09/21/2020	3 years	40.000000	40.000000	0.00052883
U Fee	MF118861	0.25000000	08/01/2020	3 years	80.000000	80.000000	0.00211531
U Fee	MF118862	0.25000000	08/01/2020	3 years	160.000000	160.000000	0.00423063
U Fee	MF118864	0.25000000	08/01/2020	3 years	640.000000	640.000000	0.01692251
U Fee	MF118865	0.25000000	08/01/2020	3 years	240.000000	240.000000	0.00634594
U Fee	MF118872	0.25000000	08/01/2020	3 years	640.000000	640.000000	0.01692251

Private Acres:	0.000000
State Acres:	9454.860000
Total Unit Acres:	9454.860000

Participation Basis:	Surface Acreage
Surface Acreage	
State Acreage:	100.00%
State Net Revenue Interest:	14.48%

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

RRC Rules:	Spacing Acres:
Yes	1,820 acres for a 10,000 foot lateral (FTP to LTP).

Working File Number: UPA190301

REMARKS:

- Jetta Permian, LP is requesting to amend the Cortes State Bank Unit which was approved by the School Land Board on November 19, 2019.
- The applicant is requesting to amend the first unit year drilling obligation spud by date from December 31, 2020 to June 30, 2021. The applicant has agreed to drill one additional unit well for the additional time bringing the first year drilling obligation to four unit wells.
- The applicant agrees to spud four unit wells by or before June 30, 2021, four unit wells by or before June 30, 2022, and five wells per drilling obligation year thereafter for obligation years three through ten for a total of 48 unit wells or the unit will reduce in size based on the 0.032 acreage formula in the State Leases.

POOLING COMMITTEE RECOMMENDATION:

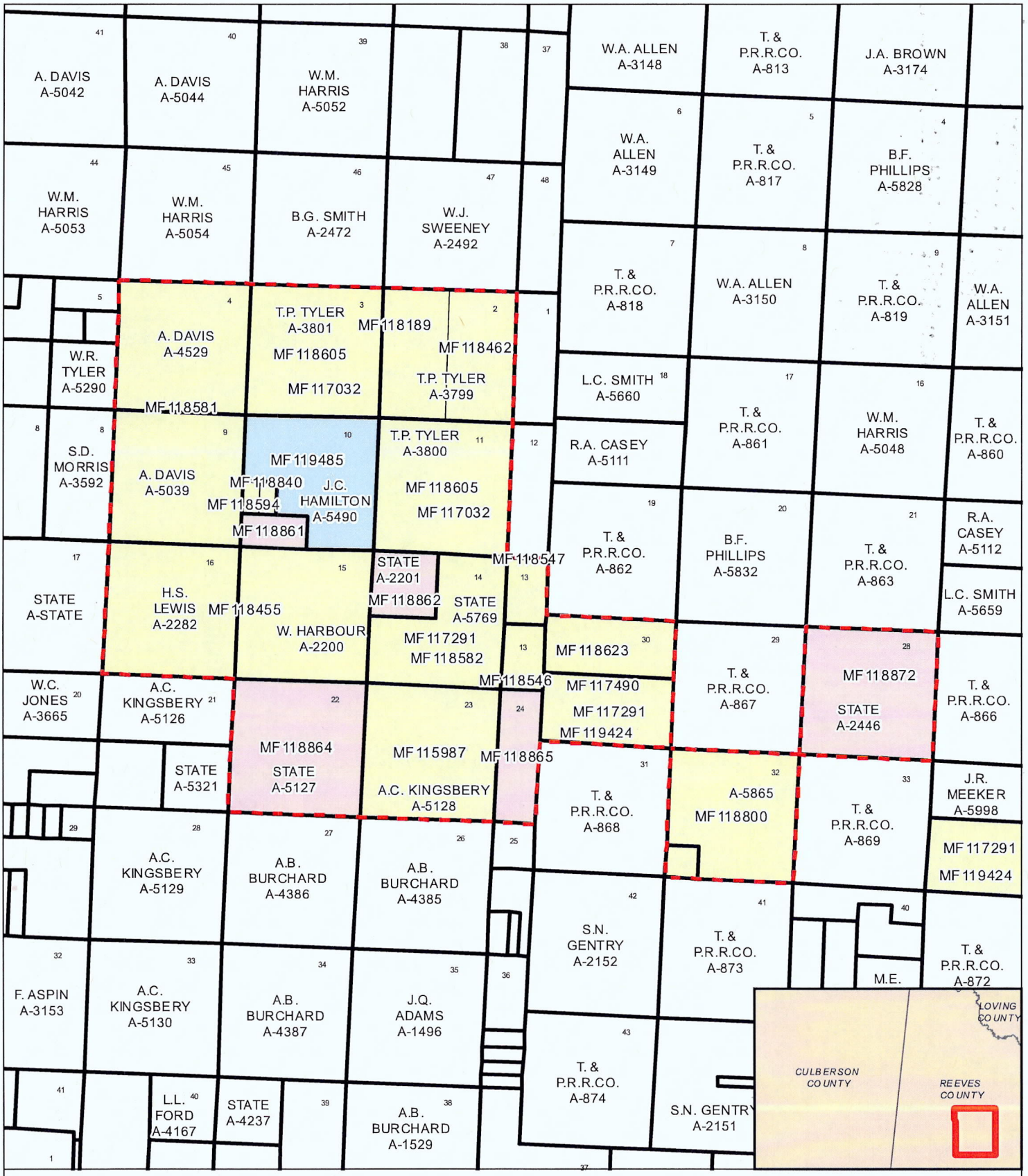
The Pooling Committee recommends Board approval of the amended Cortes Bank State Unit under the above-stated provisions.

RJ Hatt — 4/05/20

General Land Office — Date

Office of the Governor — Date

Office of the Governor — Date



Unit #10427
Jetta Permian, LP
Cortes Bank State Unit
Ford, West (Wolfcamp)
Reeves County, Texas

5,000 2,500 0 5,000 Feet

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

Map Generated by:
Mark Conway
Geospatial Technology Services
November 2019

18.

File No. MF115987

Reeves County

Buckslip - Unit 10427 (Amended)

Date Filed: 05/25/2021

George P. Bush, Commissioner

By JM

FIRST AMENDMENT OF POOLING AGREEMENT
JETTA PERMIAN, LP
CORTES BANK STATE UNIT
GLO UNIT NO. 10427
REEVES COUNTY, TEXAS

WHEREAS, on November 19, 2019, the application for the Cortes Bank State Unit ("Unit") was presented to and approved by the School Land Board of the State of Texas pursuant to the provisions of Subchapter E, Chapter 52, of the Texas Natural Resources Code; and

WHEREAS, pursuant to such approval, Jetta Permian, LP, Atlantic Resources Holding Co., LLC, North Reeves Development LLC, and the Commissioner of the General Land Office of the State of Texas entered into that certain Pooling Agreement dated to be effective as of January 1, 2020 ("Agreement"), to pool certain State lands into the Unit, which covers 9,454.86 acres in Reeves County, Texas, as more particularly described in said Agreement on file in the Archives and Records of the Texas General Land Office, Austin, Texas, in Mineral File No. M-115987; and

WHEREAS, Jetta Permian, LP is the current operator of the Cortes Bank State Unit; and

WHEREAS, effective as of April 1, 2020, Texas Independent Exploration Limited succeeded to Atlantic Resources Holding Co., LLC's and North Reeves Development LLC's interests in the lands subject to the Unit; and

WHEREAS, Jetta Permian, LP made application and at its regular meeting on April 21, 2020, the School Land Board approved its application to amend the drilling commitment dates for the unit wells as contained and provided in the Agreement's Special Terms and Conditions with Addendum "A" attached thereto; and

WHEREAS, the Commissioner of the General Land Office finds that amending said Agreement as approved by the School Land Board is in the best interests of the State of Texas:

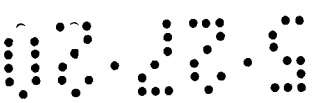
NOW THEREFORE, in consideration of the premises and of the mutual agreements contained in the Agreement and the Addendum "A" attached thereto, it is agreed that the Agreement and the Addendum "A" attached thereto be and are hereby amended by deleting in its entirety the original Addendum "A" attached to the Agreement and replacing it with **Attachment 1** attached to this First Amendment.

It is further agreed that within Paragraph 11 of the Agreement (entitled DISSOLUTION) the name "Winkler County" shall be deleted and replaced with "Reeves County".

This First Amendment shall in all other respects remain subject to the terms and provisions of the Agreement together with the Special Terms and Conditions contained in the Addendum "A", as amended and replaced pursuant to this First Amendment.

Nothing in this First Amendment, nor the approval of this First Amendment by the School Land Board, nor the execution of this First Amendment 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; or (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.

This First Amendment of Pooling 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 First Amendment of Pooling Agreement are executed, the executed pages, together with the pages necessary to show acknowledgments, may be combined with



the other pages of this First Amendment of Pooling Agreement to form what shall be deemed and treated as a single original instrument showing execution by all parties thereto.

IN WITNESS WHEREOF, the parties hereto have executed this First Amendment of Pooling Agreement upon the respective dates indicated below but effective as of January 1, 2020.

DocuSign Envelope ID: CAB8060E-AC5D-4570-8ED4-2EA21A3B796E

Date Executed 8/3/2020

STATE OF TEXAS

BY: _____

GEORGE P. BUSH, COMMISSIONER
GENERAL LAND OFFICE

Content
Min. Leasing
Legal
Executive

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 21st day of April, 2020, 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 5th day of August, 2020.

_____
Secretary of the School Land Board

Date Executed May 20, 2020

JETTA PERMIAN, LP, A DELAWARE LIMITED PARTNERSHIP

BY: JETTA PERMIAN GP, LLC ITS GENERAL PARTNER

By: _____

Name: Gordon H. Roberts

Title: Vice President - Business Development

STATE OF TEXAS §
§
COUNTY OF TARRANT §

This instrument was acknowledged before me on May 20, 2020, by Gordon H. Roberts, Vice President - Business Development of Jetta Permian GP, LLC, the General Partner of Jetta Permian, LP, on behalf of said limited liability company, on behalf of said limited partnership.

PAMELA MILLER
My Notary ID # 4701601
Expires August 1, 2020

_____
Notary Public in and for the State of Texas

Date Executed May 22, 2020

TEXAS INDEPENDENT EXPLORATION LIMITED,
A TEXAS LIMITED PARTNERSHIP

BY: INDEPENDENT OPERATING, L.L.C.
ITS GENERAL PARTNER

By: _____

Name: Chad J. Bothe

Title: Director - Land and Legal

STATE OF TEXAS §
§
COUNTY OF HARRIS §

This instrument was acknowledged before me on May 22, 2020, by Chad J. Bothe, Director - Land and Legal of Independent Operating, L.L.C., the General Partner of Texas Independent Exploration Limited, on behalf of said limited liability company, on behalf of said limited partnership.

KENDRA L. MORRISON
Notary Public, State of Texas
Comm. Expires 12-16-2021
Notary ID 125527919

_____
Notary Public in and for the State of Texas

02.23.5

Attachment 1
to
FIRST AMENDMENT OF POOLING AGREEMENT
JETTA PERMIAN, LP
CORTES BANK STATE UNIT
GLO UNIT NO. 10427
REEVES COUNTY, TEXAS

See the following 3 attached pages.

Addendum "A"

To that certain Pooling Agreement (GLO Unit No. 10427) for the Cortes Bank State Unit ("Agreement")

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

1. The pooled unit for the Cortes Bank State Unit ("Unit") shall consist of all the lands herein described in the attached Exhibit "B" and depicted on the attached Exhibit "C". Lessee agrees to drill horizontal wells within the Unit in accordance with the "Drilling Obligation Timeframe", specifically defined below.

Drilling Obligation Timeframe:

Lessee shall have commenced actual Drilling Operations in the following manner:

1.	No less than four (4) new Unit wells	—	spud on or before June 30, 2021;
2.	No less than four (4) new Unit wells	—	spud on or before June 30, 2022;
3.	No less than five (5) new Unit wells	—	spud on or before June 30, 2023, and on or before June 30th of every year thereafter.

Commencing July 1, 2020, each annual period of the Drilling Obligation Timeframe set forth above is referred to as a "Drilling Obligation Year" (i.e., the first Drilling Obligation Year begins on July 1, 2020 and continues through and includes June 30, 2021, the second Drilling Obligation Year begins on July 1, 2021 and continues through and includes June 30, 2022, the third Drilling Obligation Year begins on July 1, 2022 and continues through and includes June 30, 2023, etc.).

2. Once actual drilling operations have been commenced on a 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 an effort to prevent physical and economic waste, subject to the terms and provisions of the leases, and rules and regulations of the Texas Railroad Commission or any other applicable regulatory agency, Lessee shall make every effort to drill each horizontal well with the longest productive lateral reasonably possible within the boundaries of the Unit.

3. The leases listed on the attached Exhibit "A" have been previously pooled into seven existing Jetta units. Each existing unit ("Sub-Unit") contains an initial unit well, which well shall be excluded from this Unit. Two existing Jetta wells were drilled and completed as lease wells, which wells shall also be excluded from this Unit. All royalties from each existing Sub-Unit well and lease well shall continue to be paid at the current division of interest. The existing Sub-Unit wells and lease wells to be excluded from this Unit are identified on the attached Exhibit "E."

4. Should Lessee fail to meet the Drilling Obligation Timeframe, the Unit will remain in full force and effect as to any and all wells drilled and completed upon the Unit acreage, including the Sub-Unit, PSA and lease wells. However, the Unit will be reduced in size and only hold the amount of acreage as provided below:

Each horizontal well drilled in the Unit, including the Sub-Unit, PSA and lease wells, shall be credited with a specific number of retained acres as close as is reasonably practicable in the shape of a rectangle surrounding the well according to the following formula, where "A" is the credited acreage, and "L" is the treated lateral length in feet from the first take point to the last take point in the wellbore:

$$0.032 \times L = A$$

However, if "A" is not evenly divisible by 20, then "A" shall be rounded upward to the next whole number that is evenly divisible by 20. For example, a horizontal well with a treated lateral length of 4,500 feet would be credited with 160 acres of retention (4,500 x 0.032 = 144, rounded up to 160).

5. Notwithstanding anything contained herein to the contrary, on June 30, 2030, the Unit will be reduced in size and only continue in force and effect as to the acreage amounts retained as provided in Paragraph 4 of this Addendum.

6. If at any time after Lessee fails to meet the Drilling Obligation Timeframe, or after June 30, 2030, any Section contained within the Unit boundary does not contain a producing horizontal well or is not being perpetuated by drilling or re-working operations or shut-in royalty payments for a period of six (6) consecutive months, then the non-producing Section will be removed from the Unit.

7. So long as Lessee continues to drill wells according to the schedule set forth in Paragraph 1 of this Addendum, then Lessee will retain the entire unitized interval for the Unit and all other depths currently owned by Lessee in the leases contributed to the Unit. However, on the earlier of the date that Lessee fails to meet the Drilling Obligation Timeframe or June 30, 2030, all the leases listed on Exhibit "A" as to the area then included in the Unit shall terminate as to all depths below 300 feet below the deepest depth reached by the horizontal lateral of the deepest well on each Sub-Unit measured between the first take point and the last take point, including the excluded Sub-Unit wells, lease wells, and PSA Wells.

8. If for any reason the established boundaries of the Unit must be amended, or any lands or leases within the Unit boundaries must be added or removed from the Unit, then all parties agree to execute an Amendment to the Pooling Agreement and file said Amendment of record. The parties hereby agree, if the established boundaries of the Unit, or the lands or leases included within, are reduced or amended for any reason, an updated allocation of production will be determined in accordance with Paragraph 5 of the Agreement, and the updated allocation of production will become effective as of the effective date of the Amendment to the Pooling Agreement.

9. If at the end of any Drilling Obligation Year, Lessee is engaged in drilling or completion operations on a Unit Well and if such Unit Well is completed within ninety (90) days after the end of the Drilling Obligation Year, then - if necessary to satisfy the Drilling Obligation Timeframe for the prior Drilling Obligation Year - such Unit Well will be considered to have been completed during such prior Drilling Obligation Year for purposes of this Agreement.

10. If the number of horizontal wells Lessee completes during any Drilling Obligation Year exceeds the number of wells set forth in the Drilling Obligation Timeframe for such Drilling Obligation Year, Lessee shall have the right to apply the excess (i.e. the positive difference between the aggregate number of horizontal wells Lessee actually completed during such Drilling Obligation Year and the number of wells set forth in the Drilling Obligation Timeframe for such Drilling Obligation Year) as a credit toward the number of wells needed for the next succeeding Drilling Obligation Year ("Credit"). The aggregate number of horizontal wells completed by Lessee during any given Drilling Obligation Year shall be computed as the horizontal wells actually completed during such Drilling Obligation Year, or in accordance with

Paragraph 9 of this Addendum, plus any Credit Lessee has the right to apply toward the number of wells set forth in the Drilling Obligation Timeframe for such Drilling Obligation Year; provided, however, Lessee shall not be permitted to carry a Credit of more than two (2) horizontal wells forward from one Drilling Obligation Year to the next.

11. In the event that pooled minerals are produced from a horizontal well located on a Sub-Unit that includes private leases not pooled into the Unit ("PSA Well"), the pooled minerals and/or proceeds of production shall be allocated and paid to the owners of each on the basis that the perforated interval of that portion of the horizontal drainhole located on the tract bears to the total perforated interval. Each PSA Well will be subject to a separate Production Sharing Agreement ("PSA") approved by the School Land Board. PSA Wells will count as Unit obligation wells.

12. The terms and provisions of all Leases, terms and provisions of all Sub-Unit Pooling Agreements, and other contracts relating to exploration, drilling, development or operation for oil or gas on lands committed to this Agreement are hereby expressly modified and amended only to the extent necessary to make the same conform to the provisions herein; and the Commissioner by his approval hereof does hereby establish, alter, change, and amend the drilling, producing and royalty requirements of the leases committed hereto to conform said requirements to the provisions of this Agreement. All terms and provisions of the leases and Sub-Unit Pooling Agreements which do not conflict with this Agreement shall remain unaltered.

End of Addendum "A"

19.

File No. MF115987

Reeves County

1st Amendment Pooling Agreement Unit 10427

Date Filed: 5/25/2021

George P. Bush, Commissioner

By

TEXAS GENERAL LAND OFFICE
GEORGE P. BUSH, COMMISSIONER

August 5, 2020

Mr. Mickey R. Olmstead
McElroy, Sullivan, Miller & Weber, LLP
1201 Spyglass Drive, Suite 200
Austin, Texas 78746

Re: First Amendment of Pooling Agreement
Jetta Permian, LP
Cortes Bank State Unit
GLO Unit No. 10427
Reeves County, Texas

Dear Mr. Olmstead:

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 have your client refer to the referenced GLO Unit No. 10427 when filing Royalty Reports with the GLO.

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

Very truly yours,

Matt Edling

Matt Edling
Energy Resources Division
Texas General Land Office
(512) 305-9106
matthew.edling@glo.texas.gov

Enclosure

20.

File No. MF115987

Reeves County

Ltr to Operator, Unit 10427

Date Filed: 05/25/2021

George P. Bush, Commissioner

By JM

POOLING AGREEMENT
JETTA PERMIAN, LP
CORTES BANK STATE UNIT
GLO UNIT NO. 10427
REEVES COUNTY, TEXAS

THIS AGREEMENT is entered into by and between the Commissioner of the General Land Office, on behalf of the State of Texas, as "Lessor" and Jetta Permian, LP, 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 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 those depths underlying the surface boundaries of the pooled unit from the surface to the base of the Wolfcamp formation being defined as the stratigraphic equivalent of 11,880 feet as seen on the Triple Combo Log of the Harrison State 56-38 #3 well, API No. 42-389-32425, except as to those leases that have previously terminated as to specific depths, which shall be pooled from the surface to the depth held in force and effect by said lease as shown on the attached Exhibit "D". The leases included in the pooled unit are also subject to the provision for horizontal severance in Addendum "A" ("unitized interval").

POOLING AND EFFECT: 4.

The parties hereto commit all 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

THE STATE OF TEXAS
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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 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. If a lease contains a continuous drilling clause requiring the drilling of wells on a lease, a unit well shall be considered as a well drilled for purposes of the continuous drilling clause, unless said clause expressly provides otherwise. "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 9,454.86 acres, then Lessee agrees to either (1) drill to the density permitted by the Railroad Commission, (2) make application to the School Land Board of the State of Texas to reform the unit to comply with Railroad Commission unit rules, or (3) make application to the School Land Board of the State of Texas for such remedy as may be agreeable to the Board.

(h) This Agreement shall not relieve Lessee from the duty of protecting the State leases described in Exhibit "A" and the State lands within the boundaries of the pooled unit described in Exhibit "B" from drainage from any well situated on privately owned land, lying outside the unitized area described in Exhibit "B", but, subject to such obligation, Lessee may produce the allowable for the entire unit as fixed by the Railroad Commission of Texas or other lawful authority, from any one or more wells completed thereon.

(i) There shall be no obligation to drill internal offsets to any other well on separate tracts within the pooled unit, nor to develop the lands within the boundaries thereof separately, as to the pooled mineral.

(j) Should this Agreement terminate for any cause, in whole or in part, 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

61-92-11

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 January 1, 2020.

TERM: 8.

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.

SPECIAL TERMS AND CONDITIONS: 9.

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

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, Lessee's heirs, successors or assigns, by an instrument filed for record in Winkler 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.

THE STATE OF TEXAS REEVES COUNTY

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 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 12/5/19

STATE OF TEXAS

Legal LH
Content
Leasing dbo
Executive

By: _____
GEORGE P. BUSH, COMMISSIONER
GENERAL LAND OFFICE

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 19th day of November, 2019, 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 5th day of December, 2019.

Secretary of the School Land Board

61-92-11

Date Executed 11-25-19

JETTA PERMIAN, LP, A DELAWARE LIMITED PARTNERSHIP

BY: JETTA PERMIAN GP, LLC, ITS GENERAL PARTNER

By: Mark S. Nichols
Mark S. Nichols, Vice President - Land

GE

STATE OF TEXAS

COUNTY OF TARRANT

This instrument was acknowledged before me on November 25th, 2019, by Mark S. Nichols, Vice President – Land of Jetta Permian GP, LLC, the General Partner of Jetta Permian LP, on behalf of said limited liability company, on behalf of said limited partnership.

John Garrett Elander
Notary ID# 128836991
My Commission Expires
December 23, 2019

John Garrett Elander
Notary Public in and for the State of Texas

61-92-11

Date Executed 2/13/2020

ATLANTIC RESOURCES HOLDING CO., LLC

By: _____

Name: Eric Madry

Title: Co-President & CFO

STATE OF TEXAS

COUNTY OF ~~MIDLAND~~ Harris

This instrument was acknowledged before me on 2/13, 2020, by Eric Madry, Co-President and CFO of Atlantic Resources Holding Co., LLC, a Delaware limited liability company, on behalf of said limited liability company.

ANGELA VERZAL
Notary ID # 11699183
My Commission Expires
July 23, 2020

_____

Notary Public in and for the State of Texas

Date Executed 3-2-20

NORTH REEVES DEVELOPMENT LLC

By: Midtown Acquisitions GP, LLC,
its Manager

By: Morgan Blackwell

Name: Morgan Blackwell

Title: Authorized Signatory

STATE OF NEW YORK

COUNTY OF NEW YORK

This instrument was acknowledged before me on March 2, 2020, by Morgan Blackwell as Authorized Signatory of Midtown Acquisitions GP LLC, a Delaware limited liability company, the Manager of North Reeves Development LLC, a Delaware limited liability company, on behalf of said limited liability company.

Notary Public In and for the State of New York

TRAVIS M. TROYER
Notary Public, State of New York
No. 02TR6356925
Qualified In New York County
Commission Expires April 10, 2021

Addendum "A"

To that certain Pooling Agreement for the Cortes Bank State Unit ("Agreement")

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

1. The pooled unit for the Cortes Bank State Unit ("Unit") shall consist of all the lands herein described in the attached Exhibit "B" and depicted on the attached Exhibit "C". Lessee agrees to drill horizontal wells within the Unit in accordance with the "Drilling Obligation Timeframe", specifically defined below.

Drilling Obligation Timeframe:

Lessee shall have commenced actual Drilling Operations in the following manner:

1.	No less than three (3) new Unit wells	—	spud on or before December 31, 2020;
2.	No less than four (4) new Unit wells	—	spud on or before December 31, 2021;
3.	No less than five (5) new Unit wells	—	spud on or before December 31, 2022, and every calendar year thereafter.

2. Once actual drilling operations have been commenced on a 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 an effort to prevent physical and economic waste, subject to the terms and provisions of the leases, and rules and regulations of the Texas Railroad Commission or any other applicable regulatory agency, Lessee shall make every effort to drill each horizontal well with the longest productive lateral reasonably possible within the boundaries of the Unit.

3. The leases listed on the attached Exhibit "A" have been previously pooled into seven existing Jetta units. Each existing unit ("Sub-Unit") contains an initial unit well, which well shall be excluded from this Unit. Two existing Jetta wells were drilled and completed as lease wells, which wells shall also be excluded from this Unit. All royalties from each existing Sub-Unit well and lease well shall continue to be paid at the current division of interest. The existing Sub-Unit wells and lease wells to be excluded from this Unit are identified on the attached Exhibit "E."

4. Should Lessee fail to meet the Drilling Obligation Timeframe, the Unit will remain in full force and effect as to any and all wells drilled and completed upon the Unit acreage, including the Sub-Unit, PSA and lease wells. However, the Unit will be reduced in size and only hold the amount of acreage as provided below:

Each horizontal well drilled in the Unit, including the Sub-Unit, PSA and lease wells, shall be credited with a specific number of retained acres as close as is reasonably practicable in the shape of a rectangle surrounding the well according to the following formula, where "A" is the credited acreage, and "L" is the treated lateral length in feet from the first take point to the last take point in the wellbore:

$$0.032 \times L = A$$

THE STATE OF TEXAS REEVES COUNTY

However, if "A" is not evenly divisible by 20, then "A" shall be rounded upward to the next whole number that is evenly divisible by 20. For example, a horizontal well with a treated lateral length of 4,500 feet would be credited with 160 acres of retention (4,500 x 0.032 = 144, rounded up to 160).

5. Notwithstanding anything contained herein to the contrary, on the tenth anniversary of this Agreement, the Unit will be reduced in size and only continue in force and effect as to the acreage amounts retained as provided in Paragraph 4 of this Addendum.

6. If at any time after Lessee fails to meet the Drilling Obligation Timeframe, or after the tenth anniversary of this Agreement, any Section contained within the Unit boundary does not contain a producing horizontal well or is not being perpetuated by drilling or re-working operations or shut-in royalty payments for a period of six (6) consecutive months, then the non-producing Section will be removed from the Unit.

7. So long as Lessee continues to drill wells according to the schedule set forth in Paragraph 1 of this Addendum, then Lessee will retain the entire unitized interval for the Unit and all other depths currently owned by Lessee in the leases contributed to the Unit. However, on the earlier of the date that Lessee fails to meet the Drilling Obligation Timeframe or the tenth anniversary of this Agreement, all the leases listed on Exhibit "A" as to the area then included in the Unit shall terminate as to all depths below 300 feet below the deepest depth reached by the horizontal lateral of the deepest well on each Sub-Unit measured between the first take point and the last take point, including the excluded Sub-Unit wells, lease wells, and PSA Wells.

8. If for any reason the established boundaries of the Unit must be amended, or any lands or leases within the Unit boundaries must be added or removed from the Unit, then all parties agree to execute an Amendment to the Pooling Agreement and file said Amendment of record. The parties hereby agree, if the established boundaries of the Unit, or the lands or leases included within, are reduced or amended for any reason, an updated allocation of production will be determined in accordance with Paragraph 5 of the Agreement, and the updated allocation of production will become effective as of the effective date of the Amendment to the Pooling Agreement.

9. If at the end of any calendar year, Lessee is engaged in drilling or completion operations on a Unit Well and if such Unit Well is completed within ninety (90) days after the end of the calendar year, then - if necessary to satisfy the Drilling Obligation Timeframe for the prior year - such Unit Well will be considered to have been completed during such prior calendar year for purposes of this Agreement.

10. If the number of horizontal wells Lessee completes during any calendar year exceeds Lessee's Drilling Obligation Timeframe for the year, Lessee shall have the right to apply the excess (i.e. the positive difference between the aggregate number of horizontal wells Lessee actually completed during such year and Lessee's Drilling Obligation Timeframe for the year) as a credit toward its Drilling Obligation Timeframe for the next succeeding calendar year ("Credit"). The aggregate number of horizontal wells completed by Lessee during any given calendar year shall be computed as the horizontal wells actually completed during such year, or in accordance with Paragraph 9 of this Addendum, plus any Credit Lessee has the right to apply toward its Drilling Obligation Timeframe for such year; provided, however, Lessee shall not be permitted to carry a Credit of more than two (2) horizontal wells forward from one calendar year to the next.

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11. In the event that pooled minerals are produced from a horizontal well located on a Sub-Unit that includes private leases not pooled into the Unit ("PSA Well"), the pooled minerals and/or proceeds of production shall be allocated and paid to the owners of each on the basis that the perforated interval of that portion of the horizontal drainhole located on the tract bears to the total perforated interval. Each PSA Well will be subject to a separate Production Sharing Agreement ("PSA") approved by the School Land Board. PSA Wells will count as Unit obligation wells.

12. The terms and provisions of all Leases, terms and provisions of all Sub-Unit Pooling Agreements, and other contracts relating to exploration, drilling, development or operation for oil or gas on lands committed to this Agreement are hereby expressly modified and amended only to the extent necessary to make the same conform to the provisions herein; and the Commissioner by his approval hereof does hereby establish, alter, change, and amend the drilling, producing and royalty requirements of the leases committed hereto to conform said requirements to the provisions of this Agreement. All terms and provisions of the leases and Sub-Unit Pooling Agreements which do not conflict with this Agreement shall remain unaltered.

End of Addendum "A"

EXHIBIT "A"

Attached to and made part of that certain Pooling Agreement for the Cortes Bank State Unit, GLO Unit No. 10427, Reeves County, Texas

Jetta File #	State MF #	Unit Tract	Blk	Twn	Sec	Lessor	Lessee	Lease Date	Vol	Pg
100037-001	118581B	1 & 2	58		4 & 9	State of Texas, acting by and through its agent, Douglas Alfred Miller, Individually and as Independent Executor of the Estate of Edith Deen Miller	Jetta Permian, LP	03/11/2017	1435	517
100037-002	118581A	1 & 2	58		4 & 9	State of Texas, acting by and through its agent, WWO Minerals Management, LLC	Jetta Permian, LP	03/08/2017	1435	533
100033-001	117032B	3	58		3	State of Texas, acting by and through its agent, Avis C. Harder and David L. Harder, as joint tenants with rights of survivorship	Browning Oil Company, Inc.	07/02/2014	1124	323
100033-002	117032D	3	58		3	State of Texas, acting by and through its agent, Dena Maxine Hinshaw	Browning Oil Company, Inc.	07/02/2014	1124	316
100033-003	118605	3	58		3	State of Texas, acting by and through its agent, First Community Village	Jetta Permian, LP	04/06/2017	1404	462
100033-004	117032E	3	58		3	State of Texas, acting by and through its agent, Frankie Lee Harder	Browning Oil Company, Inc.	07/02/2014	1133	74
100033-005	117032C	3	58		3	State of Texas, acting by and through its agent, Hazel M. Evans	Browning Oil Company, Inc.	07/02/2014	1124	309
100038-001	119485	4	58		10	Toby G. Tripp, Suzanne Tripp Valla, Sharon Tripp Goodwin	Jetta Permian, LP	02/09/2017	1382 1382 1382	145 146 147
100038-002	119485	4	58		10	Patricia L. Dienes	Atlantic Resources Holding Co., LLC	01/30/2017	1371	91
100038-003	119485	4	58		10	Roy Cody Ferguson	Atlantic Resources Holding Co., LLC	01/30/2017	1371	85
100038-004	119485	4	58		10	Gary Byron Amburgey	Atlantic Resources Holding Co., LLC	01/23/2017	1371	97
100038-005	119485	4	58		10	Laura Leigh Larson	Atlantic Resources Holding Co., LLC	01/05/2017	1367	608
100038-006	119485	4	58		10	Darell Gene Fifer	Atlantic Resources Holding Co., LLC	01/18/2017	1367	650
100038-007	119485	4	58		10	Jeffrey Owen Amburgey	Atlantic Resources Holding Co., LLC	01/23/2017	1371	105
100038-008	119485	4	58		10	Floyd Davis Amburgey	Atlantic Resources Holding Co., LLC	01/23/2017	1371	113
100038-009	119485	4	58		10	Betty M. Wall, by and through her agent and attorney-in-fact, Floyd Davis Amburgey	Atlantic Resources Holding Co., LLC	01/23/2017	1371	121
100038-010	119485	4	58		10	Barbara Joy Armstrong, aka Barbara Joy White Armstrong, aka Joy White Armstrong, aka Joy Armstrong	Atlantic Resources Holding Co., LLC	01/23/2017	1405	605
100038-011	119485	4	58		10	M. Brad Bennett	Atlantic Resources Holding Co., LLC	08/18/2017	1463	383

Jetta File #	State MF #	Unit Tract	Blk	Twn	Sec	Lessor	Lessee	Lease Date	Vol	Pg
100040-001	118594C	5	58		10	State of Texas, acting by and through its agent, Patricia Tyler Lewis	Atlantic Resources Holding Co., LLC	03/06/2017	1398	387
100040-002	118594A	5	58		10	State of Texas, acting by and through its agent, Robert J. Saul, Jr.	Atlantic Resources Holding Co., LLC	12/20/2016	1367	640
100040-003	118594B	5	58		10	State of Texas, acting by and through its agent, Garland Allan Taylor	Atlantic Resources Holding Co., LLC	12/20/2016	1385	141
100040-004	118594D	5	58		10	State of Texas, acting by and through its agent, Robert E. Tyler, as Trustee of the Tyler Revocable Trust	Atlantic Resources Holding Co., LLC	03/06/2017	1385	151
100039-000	118840	6	58		10	State of Texas, acting by and through its agent, Blake Oil & Gas Corporation	Atlantic Resources Holding Co, LLC	06/30/2017	1447	104
100052-000	118861	7	58		10	Commissioner of the General Land Office of the State of Texas	Jetta Permian, LP	08/01/2017	1481	712
100032-001	118189E	8	58		2	State of Texas, acting by and through its agent, Alexis Addison Anderson	WildHorse Interest, LLC	09/06/2016	1318	637
100032-002	118189C	8	58		2	State of Texas, acting by and through its agent, Angela Dawn Watkins Parten	WildHorse Interest, LLC	09/06/2016	1314	195
100032-003	118189A	8	58		2	State of Texas, acting by and through its agent, Jeffrey Winfield Grasty	WildHorse Interest, LLC	09/06/2016	1314	223
100032-004	118189B	8	58		2	State of Texas, acting by and through its agent, Lezlie Sue Watkins Tipton	WildHorse Interest, LLC	09/06/2016	1314	209
100032-005	118189D	8	58		2	State of Texas, acting by and through its agent, Macy Ryan Anderson	WildHorse Interest, LLC	09/06/2016	1314	181
100031-001	118462D	9	58		2	State of Texas, acting by and through its agent, Abby Marie Geltemeyer	K9 Energy, LLC	12/01/2016	1356	213
100031-002	118462A	9	58		2	State of Texas, acting by and through its agent, The Bush-Griffin Living Trust, by John W. Bush and John F. Griffin, as Co-Trustees	K9 Energy, LLC	12/01/2016	1356	159
100031-003	118462B	9	58		2	State of Texas, acting by and through its agent, Carrie Geltemeyer Shough	K9 Energy, LLC	12/01/2016	1356	177
100031-004	118462C	9	58		2	State of Texas, acting by and through its agent, David Jess St. Clair	K9 Energy, LLC	12/01/2016	1356	195
100031-005	118462E	9	58		2	State of Texas, acting by and through its agent, Jon Christopher St. Clair, First Financial Trust & Asset Management Company, N.A., Agent	Jetta Permian, LP	05/17/2017	1435	284
100031-006	118462F	9	58		2	State of Texas, acting by and through its agent, Justin Dallas St. Clair, First Financial Trust & Asset Management Company, N.A., Agent	Jetta Permian, LP	05/17/2017	1435	299
100033-001	117032B	10	58		11	State of Texas, acting by and through its agent, Avis C. Harder and David L. Harder, as joint tenants with rights of survivorship	Browning Oil Company, Inc.	07/02/2014	1124	323
100033-002	117032D	10	58		11	State of Texas, acting by and through its agent, Dena Maxine Hinshaw	Browning Oil Company, Inc.	07/02/2014	1124	316

THE STATE OF TEXAS
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Jetta File #	State MF #	Unit Tract	Blk	Twn	Sec	Lessor	Lessee	Lease Date	Vol	Pg
100033-003	118605	10	58		11	State of Texas, acting by and through its agent, First Community Village	Jetta Permian, LP	04/06/2017	1404	462
100033-004	117032E	10	58		11	State of Texas, acting by and through its agent, Frankie Lee Harder	Browning Oil Company, Inc.	07/02/2014	1133	74
100033-005	117032C	10	58		11	State of Texas, acting by and through its agent, Hazel M. Evans	Browning Oil Company, Inc.	07/02/2014	1124	309
100103-001	118455A	12 & 11	58		15 & 16	State of Texas, acting by and through its agent, Haag Ranch L.P.	Jetta Permian, LP	01/11/2017	1365	420
100103-002	118455B	12 & 11	58		15 & 16	State of Texas, acting by and through its agent, Margaret Frances Ranes Dornfeld	Jetta Permian, LP	01/11/2017	1365	401
100112-000	118864	13	58		22	Commissioner of the General Land Office of the State of Texas	Jetta Permian, LP	08/01/2017	1481	745
100102-000	118862	14	58		14	Commissioner of the General Land Office of the State of Texas	Jetta Permian, LP	08/01/2017	1481	723
100101-001	118582C	15, 16	58		14	State of Texas, acting by and through its agent, Jack Howison, Jr.	Jetta Permian, LP	02/14/2017	1396	113
100101-002	118582A	15, 16	58		14	State of Texas, acting by and through its agent, KMF Land, LLC	Jetta Permian, LP	04/12/2017	1431	680
100101-003	118582D	15, 16	58		14	State of Texas, acting by and through its agent, Bank of America, N.A., as Trustee of the Charles R. Meeker Trust U/A dated 7/6/1992, as amended and restated on 6/5/98	Jetta Permian, LP	05/15/2017	1428	200
100101-004	118582F	15, 16	58		14	State of Texas, acting by and through its agent, Fred W. Shield and Company	Jetta Permian, LP	03/29/2017	1442	68
100101-005	118582B	15, 16	58		14	State of Texas, acting by and through its agent, Midland AOG Partners, Ltd.	Jetta Permian, LP	02/17/2017	1382	308
100101-006	118582G	15, 16	58		14	State of Texas, acting by and through its agent, The de Complegne Property Company No. 20, LTD.	Jetta Permian, LP	03/29/2017	1442	53
100101-007	118582E	15, 16	58		14	State of Texas, acting by and through its agent, Wade P. Koehl	Jetta Permian, LP	02/17/2017	1382	383
100101-008	118582H	15, 16	58		14	State of Texas, acting by and through its agent, James Lawrence Meeker, Trustee of the Callaghan 320 Trust u/a/d 02-05-2015	Jetta Permian, LP	06/26/2018	1664	106
100101-009	118582I	15, 16	58		14	State of Texas, acting by and through its agent, JWM Minerals, LLC	Jetta Permian, LP	06/26/2018	1664	217
100101-010	118582K	15, 16	58		14	State of Texas, acting by and through its agent, David Alan Meeker, Trustee of the Dan H. Meeker Children's Irrevocable Trust u/a/d 11/1/2015	Jetta Permian, LP	09/12/2018	1664	202
100101-011	118582J	15, 16	58		14	State of Texas, acting by and through its agent, Daniel Hill Meeker, Trustee of the David Alan Meeker Family Irrevocable Trust u/a/d 10/20/2015	Jetta Permian, LP	09/12/2018	1664	187

Jetta File #	State MF #	Unit Tract	Blk	Twn	Sec	Lessor	Lessee	Lease Date	Vol	Pg
100101-012	118582O	15, 16	58		14	State of Texas, acting by and through its agent, Midtex Royalty II, LP	Jetta Permian, LP	09/12/2018	1674	116
100101-013	118582M	15, 16	58		14	State of Texas, acting by and through its agent, Oak Valley Mineral and Land, LP	Jetta Permian, LP	09/12/2018	1674	146
100101-014	118582L	15, 16	58		14	State of Texas, acting by and through its agent, Bruno and Marshall Investments	Jetta Permian, LP	07/16/2018	1674	71
100101-015	118582N	15, 16	58		14	State of Texas, acting by and through its agent, Kennedy Minerals, Ltd.	Jetta Permian, LP	09/12/2018	1674	176
100101-016	118582P	15, 16	58		14	State of Texas, acting by and through its agent, MBR Oil & Gas #1, Ltd. & PPLB Investments, LLC	Jetta Permian, LP	10/03/2018	1712	171
100076-001	117291C	15, 16 22	58 55	5S	14 30	State of Texas, acting by and through its agent, Alldale Minerals, LP	Energen Resources Corporation	04/01/2015	1215	602
100076-002	117291B	15, 16 22	58 55	5S	14 30	State of Texas, acting by and through its agent, Word B. Wilson Investments, LP	Energen Resources Corporation	06/10/2015	1215	612
100076-003	117291A	15, 16 22	58 55	5S	14 30	State of Texas, acting by and through its agent, James Robert Hill, individually and as Trustee of the Houston and Emma Hill Trust Estate, Virginia Glenn Hill Lattimore, individually and as Trustee of the Houston and Emma Hill Trust Estate, John A. Styrsky, Trustee of the Houston and Emma Hill Trust Estate, GeoMar Resources, Inc., Nancy Puff Jones Trust, Hill Investments, Ltd., H-S Minerals & Realty, Ltd., and Thomas Hill Puff	Energen Resources Corporation	02/01/2015	1215	662
100076-004	117291E	15, 16 22	58 55	5S	14 30	State of Texas, acting by and through its agent, Triangle Royalty, LP and JK Royalty, LP	Summit West Resources LP	02/08/2016	1250	482
100076-005	117291F	15, 16 22	58 55	5S	14 30	State of Texas, acting by and through its agent, CG Interests LLC	Summit West Resources LP	02/08/2016	1250	610
100076-006	117291D	15, 16 22	58 55	5S	14 30	State of Texas, acting by and through its agent, Legado Investments, LLC	Summit West Resources LP	01/06/2017	1373	638
100100-001	118547C	17	58		13	State of Texas, acting by and through its agent, Wade P. Koehl	Jetta Permian, LP	02/17/2017	1382	398
100100-002	118547A	17	58		13	State of Texas, acting by and through its agent, Marrow Harrison Interests, LLC	Jetta Permian, LP	02/16/2017	1382	115
100100-003	118547B	17	58		13	State of Texas, acting by and through its agent, Midland AOG Partners, Ltd.	Jetta Permian, LP	02/17/2017	1382	323
100099-000	118546	18	58		13	State of Texas, acting by and through its agent, Hope Swaim, as Trustee of The Leonard R. Murph Family Trust Agreement dated June 18, 1992 as revised, amended, restated and republished on the 19th day of June, 1995	Jetta Permian, LP	02/10/2017	1377	125

THE STATE OF TEXAS
REEVES COUNTY

Jetta File #	State MF #	Unit Tract	Blk	Twn	Sec	Lessor	Lessee	Lease Date	Vol	Pg
100113-001	115987A	19	58		23	State of Texas, acting by and through its agent, Bobby A. Burchard and Sammie W. Burchard Living Trust by Bobby A. Burchard and Sammie W. Burchard, as Co-Trustees	San Saba Resources, LLC	09/03/2013	1027	108
100113-002	115987B	19	58		23	State of Texas, acting by and through its agent, LaRue Burchard Worley	San Saba Resources, LLC	09/15/2013	1028	466
100113-003	115987E	19	58		23	State of Texas, acting by and through its agent, Boys & Boots Land and Cattle Company, LLC, a Texas Limited Liability Company	San Saba Resources, LLC	10/29/2013	1038	214
100113-004	115987C	19	58		23	State of Texas, acting by and through its agent, Wider Sky, LP by Rene Sandifer, Its General Partner	San Saba Resources, LLC	09/18/2013	1027	474
100113-005	115987D	19	58		23	State of Texas, acting by and through its agent, Mark Burchard as Member of Rocking Horse Ridge, LLC, by and through its General Partner of Madrone Creek Capital, LP	San Saba Resources, LLC	09/15/2013	1029	296
100114-000	118865	20	58		24	Commissioner of the General Land Office of the State of Texas	Jetta Permian, LP	08/01/2017	1481	756
100070-001	118623A	21	55	5S	30	State of Texas, acting by and through its agent, KMF Land, LLC	Jetta Permian, LP	04/12/2017	1431	629
100070-002	118623B	21	55	5S	30	State of Texas, acting by and through its agent, Bank of America, N.A., as Trustee of the Charles R. Meeker Trust U/A dated 7/6/1992, as amended and restated on 6/5/98	Jetta Permian, LP	05/15/2017	1428	183
100070-003	118623D	21	55	5S	30	State of Texas, acting by and through its agent, JWM Minerals, LLC	Jetta Permian, LP	06/26/2018	1664	121
100070-004	118623C	21	55	5S	30	State of Texas, acting by and through its agent, James Lawrence Meeker, Trustee of the Callaghan 320 Trust u/a/d 02-05-2015	Jetta Permian, LP	06/26/2018	1664	91
100070-005	118623F	21	55	5S	30	State of Texas, acting by and through its agent, David Alan Meeker, Trustee of the Dan H. Meeker Children's Irrevocable Trust u/a/d 11/1/2015	Jetta Permian, LP	09/12/2018	1664	157
100070-006	118623E	21	55	5S	30	State of Texas, acting by and through its agent, Daniel Hill Meeker, Trustee of the David Alan Meeker Family Irrevocable Trust u/a/d 10/20/2015	Jetta Permian, LP	09/12/2018	1664	172
100071-001	117490C	22	55	5S	30	State of Texas, acting by and through its agent, Fred W. Shield and Company	Jetta Permian, LP	03/29/2017	1442	38
100071-002	117490B	22	55	5S	30	State of Texas, acting by and through its agent, The de Compiegne Property Company No. 20, LTD.	Jetta Permian, LP	03/29/2017	1442	23
100071-004	117490G	22	55	5S	30	State of Texas, acting by and through its agent, Kennedy Minerals, Ltd.	Jetta Permian, LP	09/17/2018	1674	161

THE STATE OF TEXAS
REEVES COUNTY

Jetta File #	State MF #	Unit Tract	Blk	Twn	Sec	Lessor	Lessee	Lease Date	Vol	Pg
100071-005	117490F	22	55	5S	30	State of Texas, acting by and through its agent, Midtex Royalty II, LP	Jetta Permian, LP	10/01/2018	1674	101
100071-006	117490E	22	55	5S	30	State of Texas, acting by and through its agent, Oak Valley Mineral and Land, LP	Jetta Permian, LP	09/12/2018	1674	131
100071-007	117490D	22	55	5S	30	State of Texas, acting by and through its agent, Bruno and Marshall Investments	Jetta Permian, LP	09/12/2018	1674	86
100071-008	119424A	22	55	5S	30	State of Texas, acting by and through its agent, MBR Oil and Gas #1, Ltd. & PPLB Investments, LLC	Jase Energy, LLC	03/21/2018	1580	290
100139-000	118800A	23	55	5S	32	State of Texas, acting by and through its agent, JAMM, LLC	K9 Energy, LLC	09/21/2017	1495	383
100140-001	118800B	24	55	5S	32	State of Texas, acting by and through its agent, Tango Resources, LLC	K9 Energy, LLC	09/21/2017	1495	411
100140-002	118800C	24	55	5S	32	State of Texas, acting by and through its agent, Chimney Hill Resources, LLC	K9 Energy, LLC	09/21/2017	1495	398
100069-000	118872	25	55	5S	28	Commissioner of the General Land Office of the State of Texas	Jetta Permian, LP	08/01/2017	1482	12

All recording references are to the Official Records of Reeves County, Texas and may refer to the actual instrument or memorandum notice thereof.

END OF EXHIBIT "A"

EXHIBIT "B"
Attached to and made part of that certain Pooling Agreement for the Cortes Bank State Unit, GLO Unit No. 10427, Reeves County, Texas

Tract 1: 640 acres of land, more or less, being all of Section 4, Block 58, PSL Survey

Tract 2: 640 acres of land, more or less, being all of Section 9, Block 58, PSL Survey

Tract 3: 640.2 acres of land, more or less, being all of Section 3, Block 58, PSL Survey

Tract 4: 520 acres of land, more or less, being the N/2, SE/4 and the NE/4 SW/4 of Section 10, Block 58, PSL Survey

Tract 5: 20 acres of land, more or less, being the W/2 NW/4 SW/4 of Section 10, Block 58, PSL Survey

Tract 6: 20 acres of land, more or less, being the E/2 NW/4 SW/4 of Section 10, Block 58, PSL Survey

Tract 7: 80 acres of land, more or less, being the S/2 SW/4 of Section 10, Block 58, PSL Survey

Tract 8: 320.1 acres of land, more or less, being the W/2 of Section 2, Block 58, PSL Survey

Tract 9: 320.1 acres of land, more or less, being the E/2 of Section 2, Block 58, PSL Survey

Tract 10: 640.2 acres of land, more or less, being all of Section 11, Block 58, PSL Survey

Tract 11: 664.33 acres of land, more or less, being all of Section 16, Block 58, PSL Survey

Tract 12: 664.33 acres of land, more or less, being all of Section 15, Block 58, PSL Survey

Tract 13: 640 acres of land, more or less, being all of Section 22, Block 58, PSL Survey

Tract 14: 160 acres, more or less, being the NW/4 of Section 14, Block 58, PSL Survey

Tract 15: 160 acres of land, more or less, being the SW/4 of Section 14, Block 58, PSL Survey

Tract 16: 320 acres of land, more or less, being the E/2 of Section 14, Block 58, PSL Survey

Tract 17: 102.8 acres of land, more or less, being the N/2 of Section 13, Block 58, PSL Survey

Tract 18: 102.8 acres of land, more or less, being the S/2 of Section 13, Block 58, PSL Survey

Tract 19: 640 acres of land, more or less, being all of Section 23, Block 58, PSL Survey

Tract 20: 240 acres of land, more or less, being all of Section 24, Block 58, PSL Survey

Tract 21: 280 acres of land, more or less, being the North 7/16ths of Section 30, Block 55, T5S, T&P Ry. Co. Survey

Tract 22: 360 acres of land, more or less, being the South 9/16ths of Section 30, Block 55, T5S, T&P Ry. Co. Survey

Tract 23: 600 acres of land, more or less, being all of Section 32, Block 55, T5S, T&P Ry. Co. Survey, save and except, 40 acres of land, more or less, being the SW/4 SW/4 of said Section 32

Tract 24: 40 acres of land, more or less, being the SW/4 SW/4 of Section 32, Block 55, T5S, T&P Ry. Co. Survey

Tract 25: 640 acres of land, more or less, being all of Section 28, Block 55, T5S, T&P Ry. Co. Survey

The sum of the individual tracts described above contain 9,454.86 acres, more or less, and comprise in entirety the lands to be included in the Cortes Bank State Unit. All lands described herein are located in Reeves County, Texas

END OF EXHIBIT "B"

THE STATE OF TEXAS
REEVES COUNTY

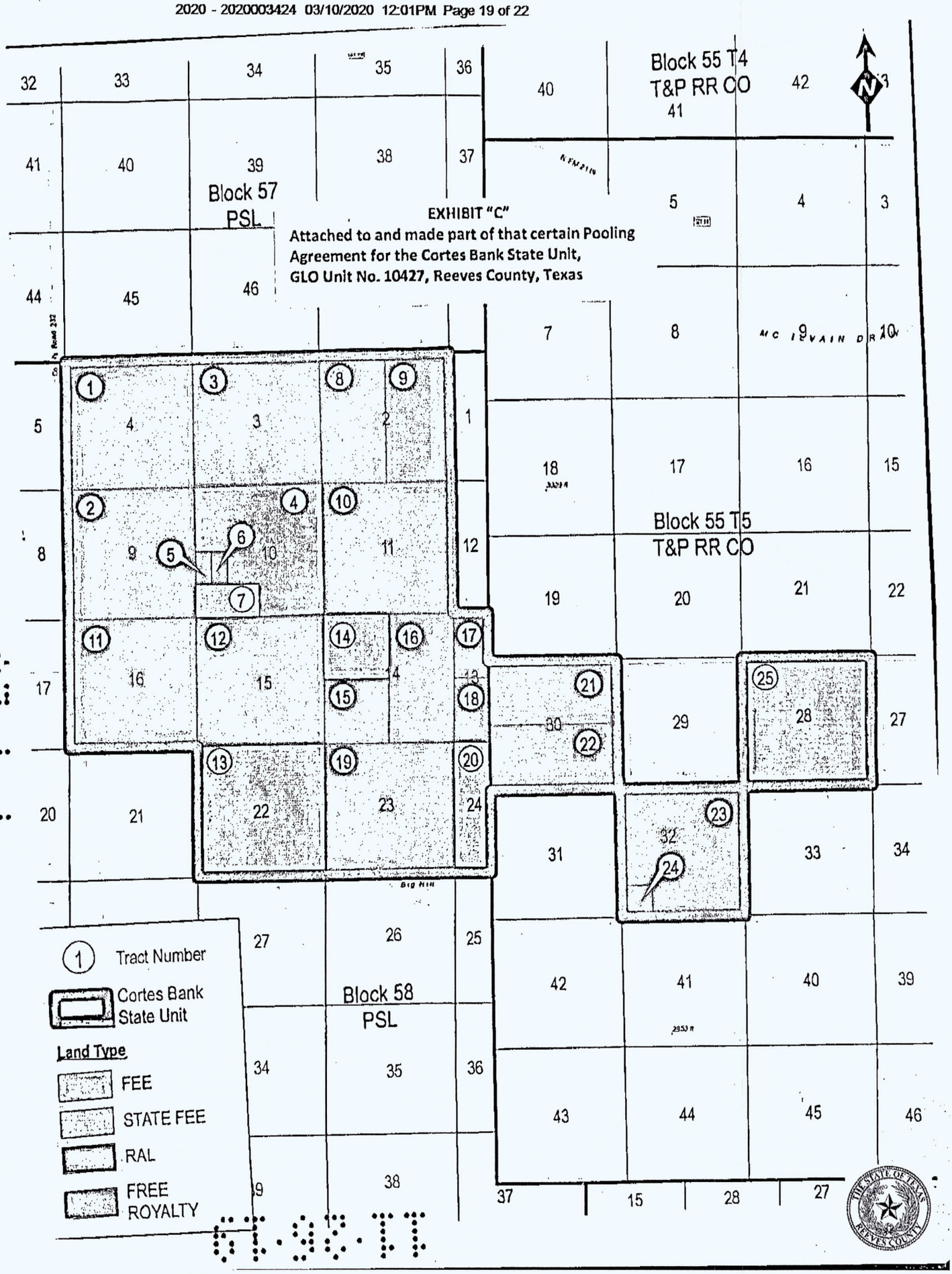
EXHIBIT "C"
Attached to and made part of that certain Pooling Agreement for the Cortes Bank State Unit, GLO Unit No. 10427, Reeves County, Texas
Block 55 T4 T&P RR CO
Block 55 T5 T&P RR CO
Block 57 PSL
Block 58 PSL
Tract Number
Cortes Bank State Unit
Land Type
FEE
STATE FEE
RAL
FREE ROYALTY
THE STATE OF TEXAS REEVES COUNTY

EXHIBIT "D"
Attached to and made part of that certain Pooling Agreement for the Cortes Bank State Unit, GLO Unit No. 10427 Reeves County, Texas

Depth Limited Leasehold

Legal description:	Unit Tract 19 – All of Section 23, Block 58, PSL Survey
Mineral File #:	115987A, B, C, D, E
Retained depths:	surface to 10,948 feet, being 100 feet below the total depth drilled in the Jett Rink State 58-23 #1H (API #: 42-389-34374)

END OF EXHIBIT "D"

61-32-11

EXHIBIT "E"
Attached to and made part of that certain Pooling Agreement for the Cortes Bank State Unit, GLO Unit No. 10427 Reeves County, Texas

"Sub-Units"

Sub-Unit Name	Description	GLO Unit No.	Sub-Unit Well Name / API Number
Baja State 58 15-22	Sections 15 & 22, Block 58, PSL Survey	10216	Baja State 58 15-22 #51H API #42-389-38424
Hermosa State 55 30-31	Section 30 & 31, Block 55, T5S T&P RR Co. Survey	9571	Hermosa State 55 30-31 #3H API #42-389-37620
Jaws State 58 11-02	Sections 2 & 11, Block 58, PSL Survey	8774	Jaws State 58 11-02 #1H API #42-389-36016
Manhattan State 55 28-33	Section 28 & 33, Block 55, T5S, T&P RR Co. Survey	10217	Manhattan State 55 28-33 #51H API #42-389-38465
New Jersey State 55 29-32	Section 29 & 32, Block 55, T5S, T&P RR Co. Survey	10073	New Jersey State 55 29-32 #61H API #42-389-38545
Pipeline State 58 10-03	Sections 3 & 10, Block 58, PSL Survey	9513	Pipeline State 58 10-03 #1H API #42-389-37243
Sunset State 58 13-24	Sections 13, 14, 23 & 24, Block 58, PSL Survey	9509	Sunset State 58 13-24 #51H API #42-389-37389

"Lease Wells"

Lease Well Name / API Number	Description
Jett Rink State 58-23 #1H API #42-389-34374	Section 23, Block 58, PSL Survey
Mavericks State 58 09-04 #61H API #42-389-36655	Sections 4 & 9, Block 58, PSL Survey

END OF EXHIBIT "E"

01.32.11

VG-317-2020-2020003424

Reeves County
Dianne O. Florez
Reeves County Clerk

Instrument Number: 2020003424

Real Property Recordings

AGREEMENT

Recorded On: March 10, 2020 12:01 PM

Number of Pages: 25

" Examined and Charged as Follows: "

Total Recording: $118.00

********** 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:	2020003424
Receipt Number:	20200310000021
Recorded Date/Time:	March 10, 2020 12:01 PM
User:	Rebecca G
Station:	CLERK07

Record and Return To:

HOLLAND SERVICES/ATTN CAL BAILEY
309 WEST 7TH ST STE 200
FORT WORTH TX 76102

STATE OF TEXAS
Reeves County
I hereby certify that this Instrument was filed in the File Number sequence on the date/time printed hereon, and was duly recorded in the Official Records of Reeves County, Texas

Dianne O. Florez
Reeves County Clerk
Reeves County, TX

Dianne O. Florez

21.

File No. MF1159987

Reeves County

Recorded Copy 1st Amendment Unit 10427

Date Filed: 05/25/2021

George P. Bush, Commissioner

By: JM

CERTIFIED A TRUE AND CORRECT COPY
OF THE RECORD ON FILE IN MY OFFICE

Dianne O. Florez
Reeves County Clerk

3-24-20 By: Mary Ortiz
Date Deputy Clerk

DocuSign Envelope ID: 1397456D-8A40-4234-A0E9-9F698308FD7E

MEMORANDUM

TEXAS GENERAL LAND OFFICE • GEORGE P. BUSH • COMMISSIONER

TIME SENSITIVE: Action Required by: (June 30, 2021)

DATE: **June 24, 2021**

TO: **Deputy Commissioner Havens**

FROM: **Joy McCauley**

SUBJECT: **Pooling Agreement for signature**

SUMMARY: Attached for your approval and signature are duplicate originals of a Pooling Agreement that was approved by the School Land Board on January 19, 2021.

DETAILS: This agreement complies with existing GLO rules and policies and has been reviewed and approved by Energy Resources staff and the Legal Services Division. Chapter 52, Subchapter E of the Texas Natural Resources Code gives authority to the Commissioner to execute agreements that provide for operating areas as a unit for the exploration, development and production of oil or gas or both.

Document Name	**Recipient**
Pooling Agreement Cortes Bank State Unit GLO Unit No. 10427 Reeves County, Texas	EOG Resources, Inc.

Recommendation: Please sign and return to Joy McCauley in Energy Resources (3-4704).

Through: Larry Hargrave
Legal Services

DocuSign Envelope ID: 1397456D-8A40-4234-A0E9-9F698308FD7E

SECOND AMENDMENT OF POOLING AGREEMENT

CORTES BANK STATE UNIT
GLO UNIT NO. 10427
REEVES COUNTY, TEXAS

WHEREAS, on November 19, 2019, the application for the Cortes Bank State Unit ("Unit") was presented to and approved by the School Land Board of the State of Texas pursuant to the provisions of Subchapter E, Chapter 52, of the Texas Natural Resources Code; and

WHEREAS, pursuant to such approval, Jetta Permian, LP, Atlantic Resources Holding Co., LLC, North Reeves Development LLC, and the Commissioner of the General Land Office of the State of Texas entered into that certain Pooling Agreement dated to be effective as of January 1, 2020 ("Agreement"), to pool certain State lands into the Unit, which covers 9,454.86 acres in Reeves County, Texas, as more particularly described in said Agreement on file in the Archives and Records of the Texas General Land Office, Aust in , Texas, in Mineral File No. M-115987; and

WHEREAS, effective as of April 1, 2020, Texas Independent Exploration Limited succeeded to Atlantic Resources Holding Co., LLC's and North Reeves Development LLC's interests in the lands subject to the Unit; and

WHEREAS, on April 21, 2020, the School Land Board approved an application to amend the drilling commitment dates for the Unit wells as contained and provided in the Agreement's Special Terms and Conditions with Addendum "A" attached thereto; and

WHEREAS, pursuant to such approval, Jetta Permian, LP and Texas Independent Exploration Limited and the Commissioner of the General Land Office of the State of Texas entered into that certain First Amendment of Pooling Agreement for such Unit, which amended the drilling commitment dates for the Unit as more particularly described in the First Amendment of Pooling Agreement on file in the Archives and Records of the Texas General Land Office, Austin, Texas, in Mineral File M-115987; and

WHEREAS, EOG Resources, Inc. will be the successor owner and operator of the Unit; and

WHEREAS, on June 28, 2021 the School Land Board approved an application to further amend the drilling commitment dates for the Unit wells as contained and provided in the Agreement's Special Terms and Conditions with Addendum "A" attached thereto; and

WHEREAS, the Commissioner of the General Land Office finds that further amending said Agreement as approved by the School Land Board is in the best interests of the State of

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Texas:

NOW THEREFORE, in consideration of the premises and of the mutual agreements contained in the Agreement and the Addendum "A" attached thereto, it is agreed that the Agreement and the Addendum "A" attached thereto be and are hereby amended by deleting in its entirety the Addendum "A" attached to the First Amendment of Pooling Agreement and replacing it with **Attachment 1** attached to this Second Amendment of Pooling Agreement ("Second Amendment").

It is further agreed that within Paragraph 11 of the Agreement (entitled DISSOLUTION) the name "Winkler County" shall be deleted and replaced with "Reeves County".

This Second Amendment shall in all other respects remain subject to the terms and provisions of the Agreement together with the Special Terms and Conditions contained in the Addendum "A", as amended and replaced pursuant to this Second Amendment.

Nothing in this Second Amendment, nor the approval of this Second Amendment by the School Land Board, nor the execution of this Second Amendment 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; or (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.

This Second Amendment of Pooling 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 Second Amendment of Pooling Agreement are executed, the executed pages, together with the pages necessary to show acknowledgments, may be combined with the other pages of this Second Amendment of Pooling Agreement to form what shall be deemed and treated as a single original instrument showing execution by all parties thereto.

IN WITNESS WHEREOF, the parties hereto have executed this Second Amendment of Pooling Agreement upon the respective dates indicated below but effective as of June 28, 2021.

DocuSign Envelope ID: 1397456D-8A40-4234-A0E9-9F698308FD7E

Date Executed: 6/27/2021

STATE BAR OF TEXAS

BY: DocuSigned by: 7C299F4374E7497...

MARK A. HAVENS, CHIEF CLERK
DEPUTY LAND COMMISSIONER
GENERAL LAND OFFICE

Content DBO

Min Leasing

Legal

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 28th day of June, 2021, 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 _____ day of _____, 20___.

Secretary of the School Land Board

DocuSign Envelope ID: 1397456D-8A40-4234-A0E9-9F698308FD7E

Date Executed June. 21, 2021

EOG RESOURCES, INC.

By: _____

Name: Joseph L. Korenek

Title: Vice President Business Development

STATE OF TEXAS §
§
COUNTY OF HARRIS §

This instrument was acknowledged before me on June 21, 2021 by Joseph L. Korenek, Vice President Business Development of EOG Resources, Inc. on behalf of said corporation.

ESMERALDA GOLDEN
Notary Public, State of Texas
Comm. Expires 08-12-2022
Notary ID 5597277

_____
Notary Public in and for the
STATE OF TEXAS

DocuSign Envelope ID: 1397456D-8A40-4234-A0E9-9F698308FD7E

Attachment 1
to
SECOND AMENDMENT OF POOLING AGREEMENT

CORTES BANK STATE UNIT
GLO UNIT NO. 10427
REEVES COUNTY, TEXAS

See the following _3__ attached pages.

DocuSign Envelope ID: 1397456D-8A40-4234-A0E9-9F698308FD7E

Addendum "A"
To that certain Pooling Agreement (GLO Unit No. 10427) for the Cortes Bank State Unit
("Agreement")

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

1. The pooled unit for the Cortes Bank State Unit ("Unit") shall consist of all the lands herein described in the attached Exhibit "B" and depicted on the attached Exhibit "C". Lessee agrees to drill horizontal wells within the Unit in accordance with the "Drilling Obligation Timeframe", specifically defined below.

Drilling Obligation Timeframe:

Lessee shall have commenced actual Drilling Operations in the following manner:

1.	No fewer than four (4) new Unit wells	-	spud on or before December 31, 2021;
2.	No fewer than four (4) new Unit wells	-	spud on or before June 30, 2022;
3.	No fewer than five (5) new Unit wells	-	spud on or before June 30, 2023, and on or before June 30th of every year thereafter.

Commencing July 1, 2020, each specified time period of the Drilling Obligation Timeframe set forth above is referred to as a "Drilling Obligation Period" (i.e., the first Drilling Obligation Period begins on July 1, 2020 and continues through and includes December 31, 2021, the second Drilling Obligation Period begins on January 1, 2022 and continues through and includes June 30, 2022, the third Drilling Obligation Period begins on July 1, 2022 and continues through and includes June 30, 2023, etc.).

2. Once actual drilling operations have been commenced on a 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 an effort to prevent physical and economic waste, subject to the terms and provisions of the leases, and rules and regulations of the Texas Railroad Commission or any other applicable regulatory agency, Lessee shall make every effort to drill each horizontal well with the longest productive lateral reasonably possible within the boundaries of the Unit.

3. The leases listed on the attached Exhibit "A" have been previously pooled into seven existing pooled units. Each existing unit ("Sub-Unit") contains an initial unit well, which well shall be excluded from this Unit. Two existing wells were drilled and completed as lease wells, which wells shall also be excluded from this Unit. All royalties

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from each existing Sub-Unit well and lease well shall continue to be paid at the current division of interest. The existing Sub-Unit wells and lease wells to be excluded from this Unit are identified on the attached Exhibit "E."

4. Should Lessee fail to meet the Drilling Obligation Timeframe, the Unit will remain in full force and effect as to any and all wells drilled and completed upon the Unit acreage, including the Sub-Unit, PSA and lease wells. However, the Unit will be reduced in size and only hold the amount of acreage as provided below:

Each horizontal well drilled in the Unit, including the Sub-Unit, PSA and lease wells, shall be credited with a specific number of retained acres as close as is reasonably practicable in the shape of a rectangle surrounding the well according to the following formula, where "A" is the credited acreage, and "L" is the treated lateral length in feet from the first take point to the last take point in the wellbore:

$$0.032 \times L = A$$

However, if "A" is not evenly divisible by 20, then "A" shall be rounded upward to the next whole number that is evenly divisible by 20. For example, a horizontal well with a treated lateral length of 4,500 feet would be credited with 160 acres of retention (4,500 x 0.032 = 144, rounded up to 160).

5. Notwithstanding anything contained herein to the contrary, on June 30, 2030, the Unit will be reduced in size and only continue in force and effect as to the acreage amounts retained as provided in Paragraph 4 of this Addendum.

6. If at any time after Lessee fails to meet the Drilling Obligation Timeframe, or after June 30, 2030, any Section contained within the Unit boundary does not contain a producing horizontal well or is not being perpetuated by drilling or re-working operations or shut-in royalty payments for a period of six (6) consecutive months, then the non-producing Section will be removed from the Unit.

7. So long as Lessee continues to drill wells according to the schedule set forth in Paragraph I of this Addendum, then Lessee will retain the entire unitized interval for the Unit and all other depths currently owned by Lessee in the leases contributed to the Unit. However, on the earlier of the date that Lessee fails to meet the Drilling Obligation Timeframe or June 30, 2030, all the leases listed on Exhibit "A" as to the area then included in the Unit shall terminate as to all depths below 300 feet below the deepest depth reached by the horizontal lateral of the deepest well on each Sub-Unit measured between the first take point and the last take point, including the excluded Sub-Unit wells, lease wells, and PSA Wells.

8. If for any reason the established boundaries of the Unit must be amended, or any lands or leases within the Unit boundaries must be added or removed from the Unit, then all parties agree to execute an Amendment to the Pooling Agreement and file said Amendment of record. The parties hereby agree, if the established boundaries of the Unit, or the lands or leases included within, are reduced or amended for any reason, an updated allocation of production will be determined in accordance with Paragraph 5 of the Agreement, and the updated allocation of production will become effective as of the effective date of the Amendment to the Pooling Agreement.

9. If at the end of any Drilling Obligation Period, Lessee is engaged in drilling or completion operations on a Unit Well and if such Unit Well is completed within ninety (90) days after the end

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of the Drilling Obligation Period, then - if necessary to satisfy the Drilling Obligation Timeframe for the prior Drilling Obligation Period - such Unit Well will be considered to have been completed during such prior Drilling Obligation Period for purposes of this Agreement.

10. If the number of horizontal wells Lessee completes during any Drilling Obligation Period exceeds the number of wells set forth in the Drilling Obligation Timeframe for such Drilling Obligation Period, Lessee shall have the right to apply the excess (i.e. the positive difference between the aggregate number of horizontal wells Lessee actually completed during such Drilling Obligation Period and the number of wells set forth in the Drilling Obligation Timeframe for such Drilling Obligation Period) as a credit toward the number of wells needed for the next succeeding Drilling Obligation Period ("Credit"). The aggregate number of horizontal wells completed by Lessee during any given Drilling Obligation Period shall be computed as the horizontal wells actually completed during such Drilling Obligation Period , or in accordance with Paragraph 9 of this Addendum, plus any Credit Lessee has the right to apply toward the number of wells set forth in the Drilling Obligation Timeframe for such Drilling Obligation Period; provided, however, Lessee shall not be permitted to carry a Credit of more than two (2) horizontal wells forward from one Drilling Obligation Period to the next.

11. In the event that pooled minerals are produced from a horizontal well located on a Sub-Unit that includes private leases not pooled into the Unit ("PSA Well"), the pooled minerals and/or proceeds of production shall be allocated and paid to the owners of each on the basis that the perforated interval of that portion of the horizontal drainhole located on the tract bears to the total perforated interval. Each PSA Well will be subject to a separate Production Sharing Agreement ("PSA") approved by the School Land Board. PSA Wells will count as Unit obligation wells.

12. The terms and provisions of all Leases, terms and provisions of all Sub-Unit Pooling Agreements, and other contracts relating to exploration, drilling, development or operation for oil or gas on lands committed to this Agreement are hereby expressly modified and amended only to the extent necessary to make the same conform to the provisions here in ; and the Commissioner by his approval hereof does hereby establish, alter, change, and amend the drilling, producing and royalty requirements of the leases committed hereto to conform said requirements to the provisions of this Agreement. All terms and prov is ions of the leases and Sub-Unit Pooling Agreements which do not conflict with this Agreement shall remain unaltered.

End of Addendum "A"

DocuSign

Certificate Of Completion

Envelope Id: 1397456D8A404234A0E99F698308FD7E
Status: Completed
Subject: Please DocuSign - Energy Resources: Pooling Agreement - EOG Resources (Texas GLO)
Source Envelope:
Document Pages: 9
Signatures: 1
Certificate Pages: 2
Initials: 3
AutoNav: Enabled
EnvelopeId Stamping: Enabled
Time Zone: (UTC-06:00) Central Time (US & Canada)

Envelope Originator:
David Villafranca
1700 Congress Ave
Austin, TX 78701
david.villafranca@glo.texas.gov
IP Address: 136.49.149.46

Record Tracking

Status: Original
6/24/2021 2:55:03 PM
Holder: David Villafranca
david.villafranca@glo.texas.gov
Location: DocuSign

Signer Events	Signature	Timestamp
Dustin Oslick dustin.oslick@glo.texas.gov Texas General Land Office Security Level: Email, Account Authentication (None)	 Signature Adoption: Drawn on Device Using IP Address: 165.225.34.55	Sent: 6/24/2021 2:59:08 PM Viewed: 6/24/2021 2:59:55 PM Signed: 6/24/2021 3:01:14 PM
Electronic Record and Signature Disclosure: Not Offered via DocuSign		
Robert Hatter robert.hatter@glo.texas.gov Deputy Director Texas General Land Office Security Level: Email, Account Authentication (None)	 Signature Adoption: Uploaded Signature Image Using IP Address: 165.225.34.50	Sent: 6/24/2021 3:01:15 PM Viewed: 6/24/2021 3:38:34 PM Signed: 6/24/2021 3:39:48 PM
Electronic Record and Signature Disclosure: Not Offered via DocuSign		
Larry Hargrave larry.hargrave@glo.texas.gov Texas General Land Office Security Level: Email, Account Authentication (None)	 Signature Adoption: Pre-selected Style Using IP Address: 165.225.34.64	Sent: 6/24/2021 3:39:49 PM Viewed: 6/24/2021 3:48:37 PM Signed: 6/24/2021 3:50:03 PM
Electronic Record and Signature Disclosure: Not Offered via DocuSign		
Mark A. Havens Mark.Havens@GLO.TEXAS.GOV Chief Clerk and Deputy Land Commissioner Texas General Land Office Security Level: Email, Account Authentication (None)	 Signature Adoption: Drawn on Device Using IP Address: 162.193.135.244 Signed using mobile	Sent: 6/24/2021 3:50:04 PM Viewed: 6/27/2021 2:28:12 PM Signed: 6/27/2021 2:28:35 PM
Electronic Record and Signature Disclosure: Not Offered via DocuSign		

In Person Signer Events	Signature	Timestamp

Editor Delivery Events	Status	Timestamp

Agent Delivery Events	Status	Timestamp

Intermediary Delivery Events	Status	Timestamp

Certified Delivery Events	Status	Timestamp

Carbon Copy Events	Status	Timestamp
Joy McCauley Joy.McCauley@GLO.TEXAS.GOV Texas General Land Office Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via DocuSign	COPIED	Sent: 6/24/2021 2:59:08 PM Viewed: 6/28/2021 7:51:43 AM
Stephanie Crenshaw stephanie.crenshaw@glo.texas.gov Texas General Land Office Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via DocuSign	COPIED	Sent: 6/24/2021 3:50:04 PM

Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	6/24/2021 2:59:08 PM
Certified Delivered	Security Checked	6/27/2021 2:28:12 PM
Signing Complete	Security Checked	6/27/2021 2:28:35 PM
Completed	Security Checked	6/27/2021 2:28:35 PM

Payment Events	Status	Timestamps

22.

File No. MF115987

Reeves County

Memo for Unit 10427 (2nd Amendment)

Date Filed: 11/12/2021

George P. Bush, Commissioner

By JM

DO NOT DESTROY

2nd Amended

Texas General Land Office

UNIT AGREEMENT MEMO

UPA190301

Unit Number	*10427*			*Effective Date*	*01/01/2020*
Operator Name	*Jetta Permian, LP*			*Unitized For*	*Oil And Gas*
Customer ID	*C000089663*			*Unit Term*	
Unit Name	*Cortes Bank State*				
County 1	*Reeves*	*RRC District 1*	*08*	*Old Unit Number*	*Inactive Status Date*
County 2		*RRC District 2*			
County 3		*RRC District 3*			
County 4		*RRC District 4*			
Unit type	*Permanent*				
State Net Revenue Interest	*Oil*	*0.14483107*			
State Part in Unit		*1.00000000*			
Unit Depth	*Specified Depths*			*Well*	
From Depth	*Surface*			*Formation*	
To Depth	*300' TVD below the deepest depth reached by the horizontal lateral between the fTP and the LTP*			*Participation Basis*	*Surface Acreage*

If Excluions Apply: See Remarks

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
MF115987		640.000000	9,454.860000	0.06769006	O/G	0.12500000	0.00846126	No
MF117032		640.200000	9,454.860000	0.06771121	O/G	0.12500000	0.00846390	
MF117291		545.750000	9,454.860000	0.05772164	O/G	0.12500000	0.00721520	
MF117490		4.500000	9,454.860000	0.00047595	O/G	0.12500000	0.00005949	
MF118189		320.100000	9,454.860000	0.03385560	O/G	0.12500000	0.00423195	
MF118455		1,328.660000	9,454.860000	0.14052667	O/G	0.12500000	0.01756583	No
MF118462		320.100000	9,454.860000	0.03385560	O/G	0.12500000	0.00423195	No
MF118546		102.800000	9,454.860000	0.01087272	O/G	0.12500000	0.00135909	No
MF118547		102.800000	9,454.860000	0.01087272	O/G	0.12500000	0.00135909	
MF118581		1,280.000000	9,454.860000	0.13538011	O/G	0.12500000	0.01692251	
MF118582		288.250000	9,454.860000	0.03048697	O/G	0.12500000	0.00381087	No
MF118594		20.000000	9,454.860000	0.00211531	O/G	0.12500000	0.00026441	No
MF118605		640.200000	9,454.860000	0.06771121	O/G	0.12500000	0.00846390	No
MF118623		280.000000	9,454.860000	0.02961440	O/G	0.12500000	0.00370180	No
MF118800		600.000000	9,454.860000	0.06345943	O/G	0.12500000	0.00793243	No
MF118840		20.000000	9,454.860000	0.00211531	O/G	0.12500000	0.00026441	
MF118861		80.000000	9,454.860000	0.00846126	O/G	0.25000000	0.00211531	No
MF118862		160.000000	9,454.860000	0.01692251	O/G	0.25000000	0.00423063	No
MF118864		640.000000	9,454.860000	0.06769006	O/G	0.25000000	0.01692251	No
MF118865		240.000000	9,454.860000	0.02538377	O/G	0.25000000	0.00634594	No
MF118872		640.000000	9,454.860000	0.06769006	O/G	0.25000000	0.01692251	No
MF119424		1.500000	9,454.860000	0.00015865	O/G	0.12500000	0.00001983	No
MF119485		520.000000	9,454.860000	0.05499817	O/G	0.06250000	0.00343739	No
MF120204		40.000000	9,454.860000	0.00423063	O/G	0.12500000	0.00052883	No

API Number

Remarks: Existing wells located within the unit boundary will not be included in the unit.

Prepared By:	JM	***Prepared Date:***	06/28/2021
GLO Base Updated By:	JM	***GLO Base Date:***	06/28/2021
RAM Approval By:	JM	***RAM Approval Date:***	06/28/2021
GIS By:		***GIS Date:***	
Well Inventory By:	JM	***WI Date:***	06/28/2021

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Pooling Committee Report

To: School Land Board **UPA190301**

Date of Board Meeting: 06/28/2021 **Unit Number:** 10427

Effective Date: 01/01/2020

Unit Expiration Date:

Applicant: EOG Resources, Inc.

Attorney Rep: Doug Dashiell

Operator: Jetta Permian, LP,

Unit Name: Cortes Bank State

Field Name: FORD, WEST (WOLFCAMP)

County: Reeves

Lease Type	Lease Number	Lease Royalty	Expiration Date	Lease Term	Lease Acres	Lease Acres In Unit	Royalty Participation
FR	MF119485	0.06250000		3 years	520.000000	520.000000	0.00343739
RAL	MF115987	0.12500000	09/03/2014	1 years	640.000000	640.000000	0.00846126
RAL	MF117032	0.12500000	07/02/2019	5 years	640.000000	640.200000	0.00846390
RAL	MF117291	0.12500000	12/01/2018	46 months	2,597.590500	545.750000	0.00721520
RAL	MF117490	0.12500000	10/04/2017	3 years	7.358000	4.500000	0.00005949
RAL	MF118189	0.12500000	09/06/2019	3 years	321.000000	320.100000	0.00423195
RAL	MF118455	0.12500000	01/11/2020	3 years	1,328.000000	1,328.660000	0.01756583
RAL	MF118462	0.12500000	12/01/2019	3 years	256.080000	320.100000	0.00423195
RAL	MF118546	0.12500000	02/10/2020	3 years	102.800000	102.800000	0.00135909
RAL	MF118547	0.12500000	02/16/2020	3 years	102.800000	102.800000	0.00135909
RAL	MF118581	0.12500000	03/08/2020	3 years	1,280.000000	1,280.000000	0.01692251
RAL	MF118582	0.12500000	02/14/2020	3 years	287.471010	288.250000	0.00381087

Private Acres:	0.000000
State Acres:	9454.860000
Total Unit Acres:	9454.860000

Participation Basis:	Surface Acreage
Surface Acreage	
State Acreage:	100.00%
State Net Revenue Interest:	14.48%

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

RRC Rules:	Spacing Acres:
Yes	1,820 acres for a 10,000 foot lateral (FTP to LTP).

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Pooling Committee Report

To: School Land Board **UPA190301**

Date of Board Meeting: 06/28/2021 **Unit Number:** 10427

Effective Date: 01/01/2020

Unit Expiration Date:

Applicant: EOG Resources, Inc.

Attorney Rep: Doug Dashiell

Operator: Jetta Permian, LP,

Unit Name: Cortes Bank State

Field Name: FORD, WEST (WOLFCAMP)

Lease Type	Lease Number	Lease Royalty	Expiration Date	Lease Term	Lease Acres	Lease Acres In Unit	Royalty Participation
RAL	MF118594	0.12500000	12/20/2019	3 years	20.000000	20.000000	0.00026441
RAL	MF118605	0.12500000	07/02/2019	816 days	640.200000	640.200000	0.00846390
RAL	MF118623	0.12500000	04/10/2020	3 years	279.986660	280.000000	0.00370180
RAL	MF118800	0.12500000	09/21/2020	3 years	600.000000	600.000000	0.00793243
RAL	MF118840	0.12500000	06/30/2020	3 years	20.000000	20.000000	0.00026441
RAL	MF119424	0.12500000	03/21/2021	3 years	5.247080	1.500000	0.00001983
RAL	MF120204	0.12500000	09/21/2020	3 years	40.000000	40.000000	0.00052883
U Fee	MF118861	0.25000000	08/01/2020	3 years	80.000000	80.000000	0.00211531
U Fee	MF118862	0.25000000	08/01/2020	3 years	160.000000	160.000000	0.00423063
U Fee	MF118864	0.25000000	08/01/2020	3 years	640.000000	640.000000	0.01692251
U Fee	MF118865	0.25000000	08/01/2020	3 years	240.000000	240.000000	0.00634594
U Fee	MF118872	0.25000000	08/01/2020	3 years	640.000000	640.000000	0.01692251

Private Acres:	0.000000
State Acres:	9454.860000
Total Unit Acres:	9454.860000

Participation Basis:	Surface Acreage
Surface Acreage	
State Acreage:	100.00%
State Net Revenue Interest:	14.48%

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

RRC Rules:	Spacing Acres:
Yes	1,820 acres for a 10,000 foot lateral (FTP to LTP).

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Working File Number: UPA190301

REMARKS:

- EOG Resources, Inc. is requesting to amend the Cortes Bank State Unit which was approved by the School Land Board on November 19, 2019 and amended on April 21, 2020.
- The applicant is requesting to amend the drilling obligation date for four unit wells that are currently required to be spud by or before June 30, 2021 to be amended to be spud by or before December 31, 2021.
- The applicant agrees to pay $500.00 per net mineral acre on or before July 31, 2021 for the six month extension of the drilling obligation.
- The effective date of this amendment will be June 28, 2021.

POOLING COMMITTEE RECOMMENDATION:

The Pooling Committee recommends Board approval of the second amendment of the Cortes Bank State Unit under the above-stated provisions.

DocuSigned by:
RJ Hatt
6C1630CF0F2E4D3...

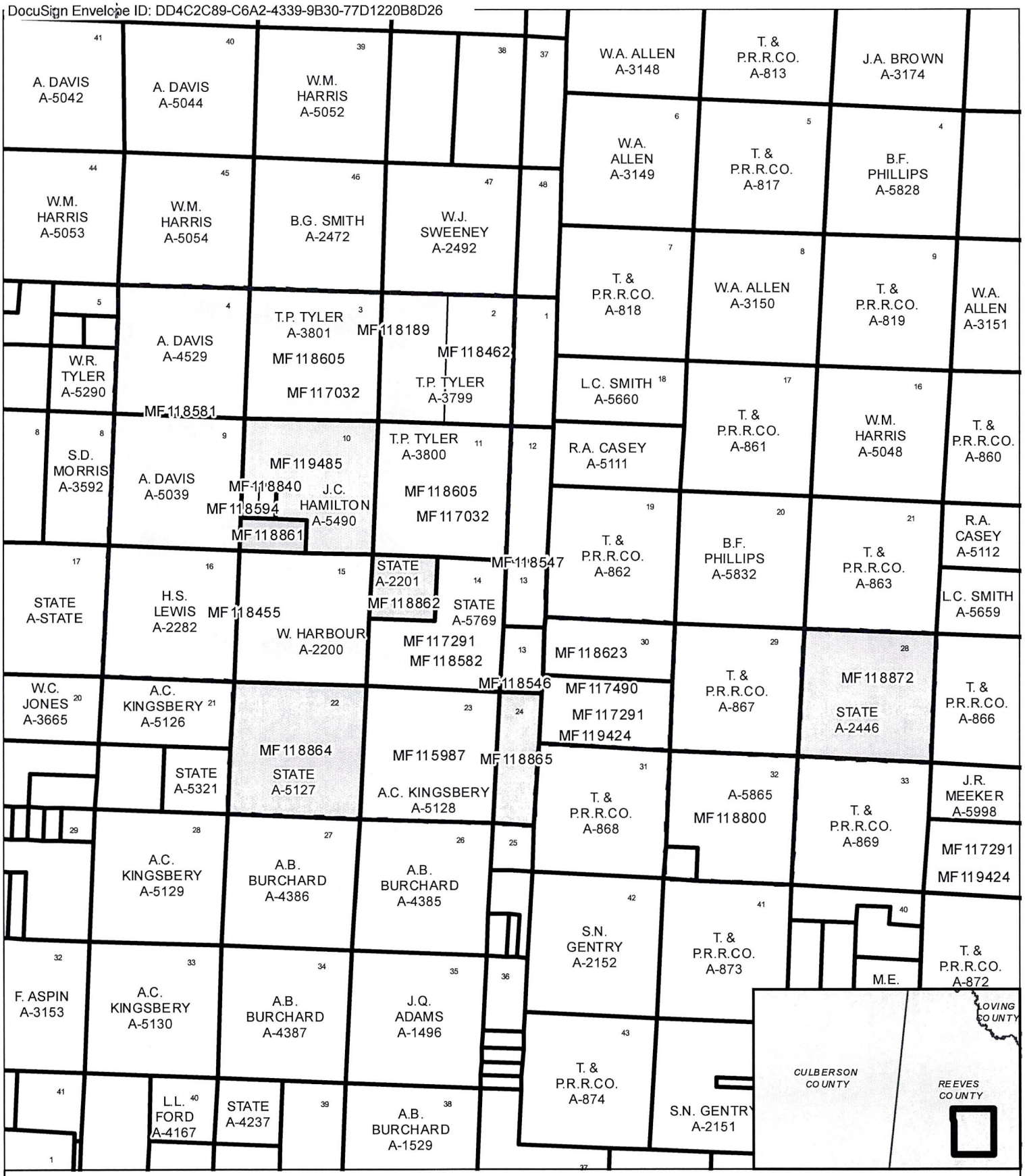
General Land Office — 6/10/2021 — Date

DocuSigned by:
Catarina Gonzales
EE8EA19C5EF64CC...

Office of the Governor — 6/11/2021 — Date

Office of the Governor — Date

DocuSign Envelope ID: DD4C2C89-C6A2-4339-9B30-77D1220B8D26



Unit #10427
Jetta Permian, LP
Cortes Bank State Unit
Ford, West (Wolfcamp)
Reeves County, Texas

5,000 2,500 0 5,000 Feet

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

Map Generated by:
Mark Conway
Geospatial Technology Services
November 2019

SECOND AMENDMENT OF POOLING AGREEMENT

CORTES BANK STATE UNIT
GLO UNIT NO. 10427
REEVES COUNTY, TEXAS

WHEREAS, on November 19, 2019, the application for the Cortes Bank State Unit ("Unit") was presented to and approved by the School Land Board of the State of Texas pursuant to the provisions of Subchapter E, Chapter 52, of the Texas Natural Resources Code; and

WHEREAS, pursuant to such approval, Jetta Permian, LP, Atlantic Resources Holding Co., LLC, North Reeves Development LLC, and the Commissioner of the General Land Office of the State of Texas entered into that certain Pooling Agreement dated to be effective as of January l, 2020 ("Agreement"), to pool certain State lands into the Unit, which covers 9,454.86 acres in Reeves County, Texas, as more particularly described in said Agreement on file in the Archives and Records of the Texas General Land Office, Aust in , Texas, in Mineral File No. M-115987; and

WHEREAS, effective as of April 1, 2020, Texas Independent Exploration Limited succeeded to Atlantic Resources Holding Co., LLC's and North Reeves Development LLC's interests in the lands subject to the Unit; and

WHEREAS, on April 21, 2020, the School Land Board approved an application to amend the drilling commitment dates for the Unit wells as contained and provided in the Agreement's Special Terms and Conditions with Addendum "A" attached thereto; and

WHEREAS, pursuant to such approval, Jetta Permian, LP and Texas Independent Exploration Limited and the Commissioner of the General Land Office of the State of Texas entered into that certain First Amendment of Pooling Agreement for such Unit, which amended the drilling commitment dates for the Unit as more particularly described in the First Amendment of Pooling Agreement on file in the Archives and Records of the Texas General Land Office, Austin, Texas, in Mineral File M-115987; and

WHEREAS, EOG Resources, Inc. will be the successor owner and operator of the Unit; and

WHEREAS, on June 28, 2021 the School Land Board approved an application to further amend the drilling commitment dates for the Unit wells as contained and provided in the Agreement's Special Terms and Conditions with Addendum "A" attached thereto; and

WHEREAS, the Commissioner of the General Land Office finds that further amending said Agreement as approved by the School Land Board is in the best interests of the State of

Texas:

NOW THEREFORE, in consideration of the premises and of the mutual agreements contained in the Agreement and the Addendum "A" attached thereto, it is agreed that the Agreement and the Addendum "A" attached thereto be and are hereby amended by deleting in its entirety the Addendum "A" attached to the First Amendment of Pooling Agreement and replacing it with **Attachment 1** attached to this Second Amendment of Pooling Agreement ("Second Amendment").

It is further agreed that within Paragraph 11 of the Agreement (entitled DISSOLUTION) the name "Winkler County" shall be deleted and replaced with "Reeves County".

This Second Amendment shall in all other respects remain subject to the terms and provisions of the Agreement together with the Special Terms and Conditions contained in the Addendum "A", as amended and replaced pursuant to this Second Amendment.

Nothing in this Second Amendment, nor the approval of this Second Amendment by the School Land Board, nor the execution of this Second Amendment 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; or (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.

This Second Amendment of Pooling 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 Second Amendment of Pooling Agreement are executed, the executed pages, together with the pages necessary to show acknowledgments, may be combined with the other pages of this Second Amendment of Pooling Agreement to form what shall be deemed and treated as a single original instrument showing execution by all parties thereto.

IN WITNESS WHEREOF, the parties hereto have executed this Second Amendment of Pooling Agreement upon the respective dates indicated below but effective as of June 28, 2021.

Date Executed: 6/28/2021

STATE BAR OF TEXAS

BY: _____

MARK A. HAVENS, CHIEF CLERK
DEPUTY LAND COMMISSIONER
GENERAL LAND OFFICE

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 28th day of June, 2021, 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 June, 2021.

_____
Secretary of the School Land Board

Date Executed June 21, 2021

EOG RESOURCES, INC.

By: _____

Name: Joseph L. Korenek

Title: Vice President Business Development

STATE OF TEXAS §
§
COUNTY OF HARRIS §

This instrument was acknowledged before me on June 21, 2021 by Joseph L. Korenek, Vice President Business Development of EOG Resources, Inc. on behalf of said corporation.

ESMERALDA GOLDEN
Notary Public, State of Texas
Comm. Expires 08-12-2022
Notary ID 5597277

_____
Notary Public in and for the
STATE OF TEXAS

Attachment 1
to
SECOND AMENDMENT OF POOLING AGREEMENT

CORTES BANK STATE UNIT
GLO UNIT NO. 10427
REEVES COUNTY, TEXAS

See the following _3__ attached pages.

Addendum "A"
To that certain Pooling Agreement (GLO Unit No. 10427) for the Cortes Bank State Unit
("Agreement")

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

1. The pooled unit for the Cortes Bank State Unit ("Unit") shall consist of all the lands herein described in the attached Exhibit "B" and depicted on the attached Exhibit "C". Lessee agrees to drill horizontal wells within the Unit in accordance with the "Drilling Obligation Timeframe", specifically defined below.

Drilling Obligation Timeframe:

Lessee shall have commenced actual Drilling Operations in the following manner:

1.	No fewer than four (4) new Unit wells	-	spud on or before December 31, 2021;
2.	No fewer than four (4) new Unit wells	-	spud on or before June 30, 2022;
3.	No fewer than five (5) new Unit wells	-	spud on or before June 30, 2023, and on or before June 30th of every year thereafter.

Commencing July 1, 2020, each specified time period of the Drilling Obligation Timeframe set forth above is referred to as a "Drilling Obligation Period" (i.e., the first Drilling Obligation Period begins on July 1, 2020 and continues through and includes December 31, 2021, the second Drilling Obligation Period begins on January 1, 2022 and continues through and includes June 30, 2022, the third Drilling Obligation Period begins on July 1, 2022 and continues through and includes June 30, 2023, etc.).

2. Once actual drilling operations have been commenced on a 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 an effort to prevent physical and economic waste, subject to the terms and provisions of the leases, and rules and regulations of the Texas Railroad Commission or any other applicable regulatory agency, Lessee shall make every effort to drill each horizontal well with the longest productive lateral reasonably possible within the boundaries of the Unit.

3. The leases listed on the attached Exhibit "A" have been previously pooled into seven existing pooled units. Each existing unit ("Sub-Unit") contains an initial unit well, which well shall be excluded from this Unit. Two existing wells were drilled and completed as lease wells, which wells shall also be excluded from this Unit. All royalties

from each existing Sub-Unit well and lease well shall continue to be paid at the current division of interest. The existing Sub-Unit wells and lease wells to be excluded from this Unit are identified on the attached Exhibit "E."

4. Should Lessee fail to meet the Drilling Obligation Timeframe, the Unit will remain in full force and effect as to any and all wells drilled and completed upon the Unit acreage, including the Sub-Unit, PSA and lease wells. However, the Unit will be reduced in size and only hold the amount of acreage as provided below:

Each horizontal well drilled in the Unit, including the Sub-Unit, PSA and lease wells, shall be credited with a specific number of retained acres as close as is reasonably practicable in the shape of a rectangle surrounding the well according to the following formula, where "A" is the credited acreage, and "L" is the treated lateral length in feet from the first take point to the last take point in the wellbore:

$$0.032 \times L = A$$

However, if "A" is not evenly divisible by 20, then "A" shall be rounded upward to the next whole number that is evenly divisible by 20. For example, a horizontal well with a treated lateral length of 4,500 feet would be credited with 160 acres of retention (4,500 x 0.032 = 144, rounded up to 160).

5. Notwithstanding anything contained herein to the contrary, on June 30, 2030, the Unit will be reduced in size and only continue in force and effect as to the acreage amounts retained as provided in Paragraph 4 of this Addendum.

6. If at any time after Lessee fails to meet the Drilling Obligation Timeframe, or after June 30, 2030, any Section contained within the Unit boundary does not contain a producing horizontal well or is not being perpetuated by drilling or re-working operations or shut-in royalty payments for a period of six (6) consecutive months, then the non-producing Section will be removed from the Unit.

7. So long as Lessee continues to drill wells according to the schedule set forth in Paragraph I of this Addendum, then Lessee will retain the entire unitized interval for the Unit and all other depths currently owned by Lessee in the leases contributed to the Unit. However, on the earlier of the date that Lessee fails to meet the Drilling Obligation Timeframe or June 30, 2030, all the leases listed on Exhibit "A" as to the area then included in the Unit shall terminate as to all depths below 300 feet below the deepest depth reached by the horizontal lateral of the deepest well on each Sub-Unit measured between the first take point and the last take point, including the excluded Sub-Unit wells, lease wells, and PSA Wells.

8. If for any reason the established boundaries of the Unit must be amended, or any lands or leases within the Unit boundaries must be added or removed from the Unit, then all parties agree to execute an Amendment to the Pooling Agreement and file said Amendment of record. The parties hereby agree, if the established boundaries of the Unit, or the lands or leases included within, are reduced or amended for any reason, an updated allocation of production will be determined in accordance with Paragraph 5 of the Agreement, and the updated allocation of production will become effective as of the effective date of the Amendment to the Pooling Agreement.

9. If at the end of any Drilling Obligation Period, Lessee is engaged in drilling or completion operations on a Unit Well and if such Unit Well is completed within ninety (90) days after the end

of the Drilling Obligation Period, then - if necessary to satisfy the Drilling Obligation Timeframe for the prior Drilling Obligation Period - such Unit Well will be considered to have been completed during such prior Drilling Obligation Period for purposes of this Agreement.

10. If the number of horizontal wells Lessee completes during any Drilling Obligation Period exceeds the number of wells set forth in the Drilling Obligation Timeframe for such Drilling Obligation Period, Lessee shall have the right to apply the excess (i.e. the positive difference between the aggregate number of horizontal wells Lessee actually completed during such Drilling Obligation Period and the number of wells set forth in the Drilling Obligation Timeframe for such Drilling Obligation Period) as a credit toward the number of wells needed for the next succeeding Drilling Obligation Period ("Credit"). The aggregate number of horizontal wells completed by Lessee during any given Drilling Obligation Period shall be computed as the horizontal wells actually completed during such Drilling Obligation Period , or in accordance with Paragraph 9 of this Addendum, plus any Credit Lessee has the right to apply toward the number of wells set forth in the Drilling Obligation Timeframe for such Drilling Obligation Period; provided, however, Lessee shall not be permitted to carry a Credit of more than two (2) horizontal wells forward from one Drilling Obligation Period to the next.

11. In the event that pooled minerals are produced from a horizontal well located on a Sub-Unit that includes private leases not pooled into the Unit ("PSA Well"), the pooled minerals and/or proceeds of production shall be allocated and paid to the owners of each on the basis that the perforated interval of that portion of the horizontal drainhole located on the tract bears to the total perforated interval. Each PSA Well will be subject to a separate Production Sharing Agreement ("PSA") approved by the School Land Board. PSA Wells will count as Unit obligation wells.

12. The terms and provisions of all Leases, terms and provisions of all Sub-Unit Pooling Agreements, and other contracts relating to exploration, drilling, development or operation for oil or gas on lands committed to this Agreement are hereby expressly modified and amended only to the extent necessary to make the same conform to the provisions here in ; and the Commissioner by his approval hereof does hereby establish, alter, change, and amend the drilling, producing and royalty requirements of the leases committed hereto to conform said requirements to the provisions of this Agreement. All terms and prov is ions of the leases and Sub-Unit Pooling Agreements which do not conflict with this Agreement shall remain unaltered.

End of Addendum "A"

23.

File No. MF115987

Reeves County

Unit 10427 - Amended 2nd

Date Filed: 11/12/2021

George P. Bush, Commissioner

By JM

TEXAS GENERAL LAND OFFICE
GEORGE P. BUSH, COMMISSIONER

October 20, 2021

File

Vivian Beltran, Land Technician
EOG Resources
PO Box 2267
Midland, TX 79702

Re: Assignment ID # 11098 - MF115987 A-E, MF117032 B-E(A now MF118605), MF117291 A-D, MF117490 A-G, MF117948 A&B MF118189 A-E, MF118455 A&B, MF118462 A-F, MF118546, MF118547 A&B, MF118581 A&B, MF118582 A-P, MF118594 A-D, MF118623 A-F, MF118800, MF118840, MF119424 and MF120204 A&B
Reeves County

Dear Ms. Beltran:

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

> Assignment and Bill of Sale, effective July 1, 2021, from Jetta Permian, LP and Jetta Reeves LLC, Assignor's to EOG Resources, Inc., Assignee. Filed of record under Doc# 2021 - 2021004057.

Filing fees in the amount of $2,000.00 were received on the referenced assignment.

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

Best Regards,

Carl Bonn, CPL
Mineral Leasing-Energy Resources

eog resources

P.O. Box 2267, Midland, Texas 79702
Phone: (432) 686-3600 Fax: (432) 686-3773

September 14, 2021

Texas General Land Office
Attn: Carl Bonn
1700 N Congress Avenue
Austin, TX 78701

RE: **Assignment and Bill of Sale**
Reeves County, TX

Dear Mr. Bonn:

Enclosed is one (1) certified Assignment and Bill of Sale from Jetta Permian, LP to EOG Resources, Inc., in addition to a list of State Leases corresponding to the Assignments. Also enclosed is check no. 1193050635 in the amount of Two Thousand Dollars and 00/100 ($2,000.00). Should you have any questions, please contact Sherman Young, Land Advisor, at (432) 686-3791 or via email at sherman_young@eogresources.com.

Sincerely,

EOG RESOURCES, INC.

Viviana Beltran

Viviana Beltran
Land Technician
(432) 247-6396

EOG RESOURCES, INC.
P.O. BOX 4362
HOUSTON, TEXAS 77210-4362

CHECK No. 1193050635
VENDOR No. 062038
09/07/21

2100007 01 SD T 5873 009 -P00007 C06

TEXAS GENERAL LAND OFFICE
1700 NORTH CONGRESS AVE
AUSTIN TX 78701

VOUCHER NO.	INVOICE NO.	INVOICE DATE	DESCRIPTION	NET AMOUNT
014881	SEP0121	09/01/21	ACQUIRED LEASEHOLD COST	2,000.00
			TOTAL CHECK AMOUNT USD	2,000.00

22700545

DETACH AND RETAIN THIS STUB FOR YOUR RECORDS.

eogresources

EOG RESOURCES, INC.
P.O. BOX 4362
HOUSTON, TEXAS 77210-4362

VENDOR No. 062038

62-20
311

No. 1193050635

22700545

09/07/21

$$$$$$$$$$2,000.00

NOT VALID AFTER 6 MONTHS

PAY TO THE ORDER OF

TEXAS GENERAL LAND OFFICE
1700 NORTH CONGRESS AVE
AUSTIN, TX 78701

Two Thousand and 00/100 Dollars

Robert L. Wait
AUTHORIZED SIGNATURE

CITIBANK, N.A.
ONE PENN'S WAY, NEW CASTLE, DE 19720

OPERATIONS ACCOUNT

⑈1193050635⑈ [redacted]

9.17.21

EOG Lease #	Lease No.	Lessor	Section	Block	Gen Acct	Sub Acct	AFE#	Property#	Amount ($)
0282427	MF 115987-A	State of Texas, acting by and through its agent, Bobby A. Burchard and Sammie W. Burchard Living Trust by Bobby A. Burchard and Sammie W. Burchard, as Co-Trustees	23	58	230	10	117448	142542	$ 25.00
0282422	MF 115987-B	State of Texas, acting by and through its agent, LaRue Burchard Worley	23	58	230	10	117448	142542	$ 25.00
0282430	MF 115987-D	State of Texas, acting by and through its agent, Mark Burchard as Member of Rocking Horse Ridge, LLC, by and through its General Partner of Madrone Creek Capital, LP	23	58	230	10	117448	142542	$ 25.00
0282428	MF 115987-C	State of Texas, acting by and through its agent, Wider Sky, LP by Rene Sandifer, its General Partner	23	58	230	10	117448	142542	$ 25.00
0282425	MF 115987-E	State of Texas, acting by and through its agent, Boys & Boots Land and Cattle Company, LLC, a Texas Limited Liability Company	23	58	230	10	117448	142542	$ 25.00
0282170	MF 117032-B	State of Texas, acting by and through its agent, Avis C. Harder and David L. Harder, as joint tenants with rights of survivorship	3	58	230	10	117448	142542	$ 25.00
0281165	MF 117032-C	State of Texas, acting by and through its agent, Hazel M. Evans, as her sole and separate property	3	58	230	10	117448	142542	$ 25.00
0282184	MF 117032-D	State of Texas, acting by and through its agent, Dena Maxine Hinshaw, as her sole and separate property	3	58	230	10	117448	142542	$ 25.00
0282159	MF 117032-E	State of Texas, acting by and through its agent, Frankie Lee Harder, as his sole and separate property	3	58	230	10	117448	142542	$ 25.00
0282170	MF 117032-B	State of Texas, acting by and through its agent, Avis C. Harder and David L. Harder, as joint tenants with rights of survivorship	11	58	230	10	117448	142542	$ 25.00
0282165	MF 117032-C	State of Texas, acting by and through its agent, Hazel M. Evans, as her sole and separate property	11	58	230	10	117448	142542	$ 25.00
0282184	MF 117032-D	State of Texas, acting by and through its agent, Dena Maxine Hinshaw, as her sole and separate property	11	58	230	10	117448	142542	$ 25.00
0282159	MF 117032-E	State of Texas, acting by and through its agent, Frankie Lee Harder, as his sole and separate property	11	58	230	10	117448	142542	$ 25.00
0282186	MF 118189-B	State of Texas, acting by and through its agent, Lezlie Sue Watkins Tipton	2	58	230	10	117448	142542	$ 25.00
0282185	MF 118189-D	State of Texas, acting by and through its agent, Macy Ryan Anderson	2	58	230	10	117448	142542	$ 25.00

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0282188	MF 118189-C	State of Texas, acting by and through its agent, Angela Dawn Watkins Parten	2	58	230	10	117448	142542	$ 25.00
0282190	MF 118189-A	State of Texas, acting by and through its agent, Jeffrey Winfield Grasty	2	58	230	10	117448	142542	$ 25.00
0282187	MF 118189-E	State of Texas, acting by and through its agent, Alexis Addison Anderson	2	58	230	10	117448	142542	$ 25.00
0282260	MF 118455-B	State of Texas, acting by and through its agent, Margaret Frances Ranes Dornfeld	15	58	230	10	117448	142542	$ 25.00
0282257	MF 118455-A	State of Texas, acting by and through its agent, Haag Ranch L.P.	15	58	230	10	117448	142542	$ 25.00
0282260	MF 118455-B	State of Texas, acting by and through its agent, Margaret Frances Ranes Dornfeld	16	58	230	10	117448	142542	$ 25.00
0282257	MF 118455-A	State of Texas, acting by and through its agent, Haag Ranch L.P.	16	58	230	10	117448	142542	$ 25.00
0282194	MF 118462-A	State of Texas, acting by and through its agent, The Bush-Griffin Living Trust	2	58	230	10	117448	142542	$ 25.00
0282196	MF 118462-B	State of Texas, acting by and through its agent, Carrie Geltemeyer Shough	2	58	230	10	117448	142542	$ 25.00
0282198	MF 118462-C	State of Texas, acting by and through its agent, David Jess St. Clair	2	58	230	10	117448	142542	$ 25.00
0282199	MF 118462-D	State of Texas, acting by and through its agent, Abby Marie Geltemeyer	2	58	230	10	117448	142542	$ 25.00
0282191	MF 118462-F	State of Texas, acting by and through its agent, Justin Dallas St. Clair, First Financial Trust & Asset Management Company, N.A., Agent	2	58	230	10	117448	142542	$ 25.00
0282192	MF 118462-E	State of Texas, acting by and through its agent, Jon Christopher St. Clair, First Financial Trust & Asset Management Company, N.A., Agent	2	58	230	10	117448	142542	$ 25.00
0282348	MF 118546	State of Texas, acting by and through its agent, Hope Swaim, as Trustee of The Leonard R. Murph Family Trust Agreement dated June 18, 1992 as revised, amended, restated and republished on the 19th day of June, 1995	13	58	230	10	117448	142542	$ 25.00
0282343	MF 118547-A	State of Texas, acting by and through its agent, Marrow Harrison Interests, LLC	13	58	230	10	117448	142542	$ 25.00
0282342	MF 118547-B	State of Texas, acting by and through its agent, Midland AOG Partners, Ltd.	13	58	230	10	117448	142542	$ 25.00

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0282347	MF 118547-C	State of Texas, acting by and through its agent, Wade P. Koehl	13	58	230	10	117448	142542	$	25.00
0282229	MF 118581-A	State of Texas, acting by and through its agent, WWO Minerals Management, LLC	4	58	230	10	117448	142542	$	25.00
0282227	MF 118581-B	State of Texas, acting by and through its agent, Douglas Alfred Miller, Individually and as Independent Exector of the Estate of Edith Deen Miller	4	58	230	10	117448	142542	$	25.00
0282229	MF 118581-A	State of Texas, acting by and through its agent, WWO Minerals Management, LLC	9	58	230	10	117448	142542	$	25.00
0282227	MF 118581-B	State of Texas, acting by and through its agent, Douglas Alfred Miller, Individually and as Independent Exector of the Estate of Edith Deen Miller	9	58	230	10	117448	142542	$	25.00
0282340	MF 118582-C	State of Texas, acting by and through its agent, Jack Howison, Jr.	14	58	230	10	117448	142542	$	25.00
0282332	MF 118582-B	State of Texas, acting by and through its agent, Midland AOG Partners, Ltd.	14	58	230	10	117448	142542	$	25.00
0282329	MF 118582-E	State of Texas, acting by and through its agent, Wade P. Koehl	14	58	230	10	117448	142542	$	25.00
0282331	MF 118582-G	State of Texas, acting by and through its agent, The de Compiegne Property Company No. 20, LTD.	14	58	230	10	117448	142542	$	25.00
0282335	MF 118582-F	State of Texas, acting by and through its agent, Fred W. Shield and Company	14	58	230	10	117448	142542	$	25.00
0282339	MF 118582-A	State of Texas, acting by and through its agent, KMF Land, LLC	14	58	230	10	117448	142542	$	25.00
0282337	MF 118582-D	State of Texas, acting by and through its agent, Bank of America, N.A., as Trustee of the Charles R. Meeker Trust U/A dated 7/6/1992, as amended and restated on 6/5/98	14	58	230	10	117448	142542	$	25.00
0282325	MF 118582-I	State of Texas, acting by and through its agent, JWM Minerals, LLC	14	58	230	10	117448	142542	$	25.00
0282327	MF 118582-H	State of Texas, acting by and through its agent, James Lawrence Meeker, Trustee of the Callaghan 320 Trust u/a/d 02-05-2015	14	58	230	10	117448	142542	$	25.00
0282247	MF 118582-L	State of Texas, acting by and through its agent, Bruno and Marshall Investments	14	58	230	10	117448	142542	$	25.00
0282332	MF 118582-J	State of Texas, acting by and through its agent, Daniel Hill Meeker, Trustee of the David Alan Meeker Family Irrevocable Trust u/a/d 10/20/2015	14	58	230	10	117448	142542	$	25.00

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0282323	MF 118582-K	State of Texas, acting by and through its agent, David Alan Meeker, Trustee of the Dan H. Meeker Children's Trust u/a/d 11/1/2015	14	58	230	10	117448	142542	$	25.00
0282243	MF 118582-M	State of Texas, acting by and through its agent, Oak Valley Mineral and Land, LP	14	58	230	10	117448	142542	$	25.00
0282250	MF 118582-N	State of Texas, acting by and through its agent, Kennedy Minerals, Ltd.	14	58	230	10	117448	142542	$	25.00
0282321	MF 118582-O	State of Texas, acting by and through its agent, Midtex Royalty II, LP	14	58	230	10	117448	142542	$	25.00
0282253	MF 118582-P	State of Texas, acting by and through its agent, MBR Oil & Gas #1, Ltd. & PPLB Investments, LLC	14	58	230	10	117448	142542	$	25.00
0282205	MF 118594-A	State of Texas, acting by and through its agent, Robert J. Saul Jr.	10	58	230	10	117448	142542	$	25.00
0282209	MF 118594-B	State of Texas, acting by and through its agent, Garland Allen Taylor	10	58	230	10	117448	142542	$	25.00
0282202	MF 118594-C	State of Texas, acting by and through its agent Patricia Tyler Lewis	10	58	230	10	117448	142542	$	25.00
0282207	MF 118594-D	State of Texas, acting by and through its agent, Robert E. Tyler, as Trustee of the Tyler Revocable Trust	10	58	230	10	117448	142542	$	25.00
0282412	MF 118623-A	State of Texas, acting by and through its agent, KMF Land, LLC	30	55	230	10	117448	142542	$	25.00
0282414	MF 118623-B	State of Texas, acting by and through its agent, Bank of America, N.A., as Trustee of the Charles R. Meeker Trust U/A dated 7/6/1992, as amended and restated on 6/5/98	30	55	230	10	117448	142542	$	25.00
0282415	MF 118623-D	State of Texas, acting by and through its agent, JWM Minerals, LLC	30	55	230	10	117448	142542	$	25.00
0282417	MF 118623-C	State of Texas, acting by and through its agent, James Lawrence Meeker, Trustee of the Callaghan 320 Trust u/a/d 02-05-2016	30	55	230	10	117448	142542	$	25.00
0282419	MF 118623-F	State of Texas, acting by and through its agent, Daniel Hill Meeker, Trustee of the David Alan Meeker Family Irrevocable Trust u/a/d 10/20/2015	30	55	230	10	117448	142542	$	25.00
0282418	MF 118623-E	State of Texas, acting by and through its agent, David Alan Meeker, Trustee of the Dan H. Meeker Children's Trust u/a/d 11/1/2015	30	55	230	10	117448	142542	$	25.00

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0282434	MF 119424	State of Texas, acting by and through its agent, MBR Oil & Gas #1, Ltd. & PPLB Investments, LLC	30	55	230	10	117448	142542	$	25.00
0282277	MF 118800	State of Texas, acting by and through its agent, JAMM, LLC	32	55	230	10	117448	142542	$	25.00
0282201	MF 118840	State of Texas, acting by and through its agent, Blake Oil & Gas Corporation	10	58	230	10	117448	142542	$	25.00
0282307	MF 120204-A	State of Texas, acting by and through its agent, Tango Resources, LLC	32	55	230	10	117448	142542	$	25.00
0282308	MF 120204-B	State of Texas, acting by and through its agent, Chimney Hill Resources, LLC	32	55	230	10	117448	142542	$	25.00
0282421	MF117490-B	State of Texas, acting by and through its agent, The de Compiegne Property Company No. 20, LTD.	30	55	230	10	117448	142542	$	25.00
0282420	MF117490-C	State of Texas, acting by and through its agent, Fred W. Shield and Company	30	55	230	10	117448	142542	$	25.00
0282431	Was MF117490-A Now MF 117490-E	State of Texas, acting by and through its agent, Oak Valley Mineral and Land, LP	30	55	230	10	117448	142542	$	25.00
0282433	MF117490-D	State of Texas, acting by and through its agent, Bruno and Marshall Investments	30	55	230	10	117448	142542	$	25.00
0282423	MF117490-G	State of Texas, acting by and through its agent, Kennedy Minerals, Ltd.	30	55	230	10	117448	142542	$	25.00
0282429	MF117490-F	State of Texas, acting by and through its agent, Midtex Royalty II, LP	30	55	230	10	117448	142542	$	25.00
0282158	Was MF 117032-A Now MF 118605	State of Texas, acting by and through its agent, First Community Village	3	58	230	10	117448	142542	$	25.00
0282439	MF 117291-A	State of Texas, acting by and through its agent, James Robert Hill, individually and as Trustee of the Houston and Emma Hill Trust Estate, Virginia Glenn Hill Lattimore, Individually and as Trustee of the Houston and Emma Hill Trust Estate, John A. Styrsky, Trustee of the Houston and Emma Hill Trust Estate, GeoMar Resources, Inc., Nancy Puff Jones Trust, Hill Investments, Ltd., H-S Minerals & Realty, Ltd., and Thomas Hill Puff	30	55	230	10	117448	142542	$	25.00
0282437	MF 117291-C	State of Texas, acting by and through its agent, Alldale Minerals, LP	30	55	230	10	117448	142542	$	25.00

9.17.21

0282438	MF 117291-B	State of Texas, acting by and through its agent, Word B. Wilson Investments, LP	30	55	230	10	117448	142542	$ 25.00
0282442	MF 117948-A	State of Texas, acting by and through its agent, Triangle Royalty, LP and JK Royalty, LP	30	55	230	10	117448	142542	$ 25.00
0282444	MF-117948-B	State of Texas, acting by and through its agent, CG Interests, LLC	30	55	230	10	117448	142542	$ 25.00
0282446	MF 117291-D	State of Texas, acting by and through its agent, Legado Investments, LLC	30	55	230	10	117448	142542	$ 25.00
		TOTAL							$ 2,000.00

TD# 11098
MF 115987 A-E et al

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eff 7-1-21

ASSIGNMENT AND BILL OF SALE

STATE OF TEXAS §
§
COUNTY OF REEVES §

This Assignment and Bill of Sale (this "**Assignment**") is executed this 30th day of June, 2021 (the **Execution Date**") but shall be effective as of July 1, 2021, at 12:01 a.m. local time at the location of the Assets (the "**Effective Time**"), from **JETTA PERMIAN, LP**, a Delaware limited partnership, whose address is 4849 Greenville Avenue, Suite 1600, Dallas, Texas 75206 and **JETTA REEVES LLC,** a Texas limited liability company, whose address is 640 Taylor Street, Suite 2400, Fort Worth, Texas 76102 (collectively, "**Assignor**" and each, an "**Assignor Party**"), to **EOG RESOURCES, INC.**, a Delaware corporation, whose address is 5509 Champions Drive, Midland, Texas 79706 ("**Assignee**"). Assignor and Assignee are sometimes referred to herein individually as a "**Party**" and collectively as the "**Parties**".

Assignor, for and in consideration of the sum of Ten Dollars ($10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and subject to the terms set forth herein, does by these presents GRANT, BARGAIN, SELL, CONVEY, ASSIGN, TRANSFER, SET OVER, and DELIVER unto Assignee all of Assignor's right, title, and interest in, to, and under the following, without duplication, except to the extent constituting Excluded Assets (collectively, the "**Assets**"):

a) all oil and gas and/or mineral leases, oil, gas or mineral properties, mineral servitudes and/or mineral rights of any kind (including mineral fee interests, lease interests, sublease interests, farmin/farmout interests, Royalties, options, rights to Hydrocarbons in place, and other types of mineral interests) located in the target area described in **Exhibit D** (the "**Target Area**"), including those described in **Exhibit A**, together with any and all other right, title and interest of Assignor in and to the leasehold estates created thereby subject to the terms, conditions, covenants and obligations set forth in such leases or **Exhibit A** (such interest in such leases, the "**Leases**"), all related rights and interests in the lands covered by the Leases and any lands pooled or unitized therewith (such lands, the "**Lands**");

b) any and all oil, gas, water, CO2, injection and disposal wells located on any of the Lands or the Fee Minerals (as such term is defined in the Deed), whether producing, shut-in, plugged or abandoned, set forth in **Exhibit B** (the "**Wells**"), and all Hydrocarbons produced therefrom or allocated thereto from and after the Effective Time;

c) all rights and interests in, under or derived from all unitization and pooling agreements or communitization arrangements, declarations and orders in effect with respect to any of the Leases or Wells and the units created thereby (the "**Units**") (the Leases, the Lands, the Fee Minerals (as such term is defined in the Deed), the Units and the Wells being collectively referred to hereinafter as the "**Properties**" or individually as a "**Property**"), together with all Royalties

THE STATE OF TEXAS REEVES COUNTY

True & Correct Copy of a
document on file at
Reeves County Texas,
Dianne O. Florez, County Clerk
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applicable to the Properties, including all production of Hydrocarbons from the Units, whether such Unit production comes from Wells located on or off a Lease;

d) to the extent that they may be assigned, transferred or re-issued by Assignor (with consent, if applicable, but without the payment of any fee unless Assignee agrees in writing to pay such fee), all Permits, licenses, allowances, water rights, registrations, consents, orders, approvals, variances, authorizations, servitudes, easements, rights-of-way, surface leases, other surface interests and surface rights to the extent appurtenant to or used in connection with the ownership, operation, production, gathering, treatment, processing, storing, sale or disposal of Hydrocarbons or produced water from the Properties or any of the Assets, including those described in **Exhibit A-1** ("**Easements**");

e) all equipment, machinery, fixtures and other personal, movable and mixed property located on any of the Properties or other Assets that is used primarily in connection therewith, including those items listed in **Exhibit C**, and including well equipment, casing, tubing, pumps, motors, machinery, platforms, rods, tanks and tank batteries, boilers, fixtures, compression equipment, flowlines, pipelines, gathering systems associated with the Wells, manifolds, processing and separation facilities, pads, structures, materials, spare parts and other items primarily used in the operation thereof (collectively, the "**Personal Property**");

f) the water supply assets described on **Exhibit A-2**;

g) to the extent assignable (with consent, if applicable, but without the payment of any fee unless Assignee agrees in writing to pay such fee), all Applicable Contracts to which Assignor is a party and that are set forth on **Exhibit A-3** and all rights thereunder insofar as and only to the extent relating to the other Assets;

h) all Imbalances relating to the Assets;

i) the Suspense Funds;

j) originals (if available, and otherwise copies) and copies in digital form (if available) of all of the books, files, records, information and data in Assignor's possession, whether written or electronically stored, primarily relating to the Assets, including: (i) land and title records (including prospect files, maps, lease records, abstracts of title, title opinions and title curative documents); (ii) Applicable Contract files; (iii) operations, environmental, production, accounting, Asset Taxes, division order, engineering and permitting records; (iv) facility and well records and (v) to the extent assignable (with consent, if applicable, but without the payment of any fee unless Assignee agrees in writing to pay such fee), geological and seismic data (excluding interpretive data), including Well logs, gravitational data, reprocessed data and core samples (collectively, "**Records**");

k) all Hydrocarbons in storage or existing in stock tanks, pipelines or plants as of the Effective Time;

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l) all radio equipment, SCADA and measurement technology and other production related mobility devices (such as SCADA controllers), well communication devices and any other information technology systems and licenses associated with the foregoing, in each case only to the extent such assets and licenses are (i) used or held for use solely in connection with the operation of the Properties, (ii) assignable (with consent, if applicable, but without the payment of any fee unless Assignee agrees in writing to pay such fee; *provided* that Assignor shall use commercially reasonable efforts to cause the transfer of all such rights and interests to Assignee) and (iii) located on the Property (the "**Production Related IT Equipment**");

m) all Encumbrances securing payment for the sale or other disposition of Hydrocarbons produced from or allocated to the Properties, including the security interests granted under applicable Uniform Commercial Code provisions, but only to the extent that such Encumbrances relate to the period from and after the Effective Time;

n) all rights, claims and causes of action to the extent, and only to the extent, that such rights, claims or causes of action are associated with the Properties or other Assets as of the Closing Date and (i) relate to the period from and after the Effective Time or (ii) relate to both the period prior to the Effective Time and the Assumed Liabilities for which Assignee is responsible; *provided* that, at Assignee's request, Assignor shall use its reasonable efforts to enforce, for the benefit of Assignee, at Assignee's cost and expense, any right, claim or cause of action that would otherwise be transferred hereunder but is not transferable.

To the extent that any of the foregoing are used or relate to both the Assets and certain of the Excluded Assets, such as, by way of example but not limitation, ingress and egress rights and road and pipeline easements, such assets or rights shall be jointly owned by Assignor, as part of the Excluded Assets, and by Assignee, as part of the Assets.

SAVING, EXCEPTING AND RESERVING to Assignor, however, all of the following assets (the "**Excluded Assets**"): (a) all of Assignor's corporate minute books, financial records, and other business records that relate to Assignor's business generally (except to the extent primarily relating to the ownership and operation of the Assets) and Income Tax records; (b) except to the extent related to any Assumed Liabilities, all trade credits, all accounts, all receivables of Assignor and all other proceeds, income or revenues of Assignor attributable to the Assets and attributable to any period of time prior to the Effective Time (other than the Suspense Funds); (c) except to the extent related to any Assumed Liabilities, all claims and causes of action of Assignor or its Affiliates that are attributable to periods of time prior to the Effective Time (including claims for adjustments or refunds); (d) except to the extent related to any Assumed Liabilities, subject to Section 10.15 of the Purchase and Sale Agreement, all rights and interests of Assignor (i) under any policy or agreement of insurance or indemnity, (ii) under any bond or (iii) to any insurance or condemnation proceeds or awards arising, in each case, from acts, omissions resignations or events or damage to or destruction of property; (e) Assignor's rights with respect to all Hydrocarbons produced and sold from the Assets with respect to all periods prior to the Effective Time; (f) all claims of Assignor or any of its Affiliates for refunds of, rights to receive funds from any Governmental Body, or loss carry forwards or credits with respect to Seller Taxes; (g) all information technology assets, other

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than the Production Related IT Equipment, including all desktop computers, laptop computers, servers, networking equipment and any associated peripherals and other computer hardware, or computer software and telephone equipment; (h) except to the extent related to any of the Assumed Liabilities, all rights, benefits and releases of Assignor or its Affiliates under or with respect to any Applicable Contract that are solely attributable to periods of time prior to the Effective Time; (i) all of Assignor's proprietary computer software, patents, trade secrets, copyrights, names, trademarks, logos and other intellectual property; (j) all documents and instruments of Assignor that may be protected by an attorney-client privilege or any attorney work product doctrine (but excluding any title opinions); (k) all data that cannot be disclosed to Assignee as a result of confidentiality arrangements under existing written agreements; (l) all audit rights or obligations of Assignor for which Assignor bears responsibility arising under any of the Applicable Contracts or otherwise with respect to any period prior to the Effective Time or to any of the Excluded Assets, except for any Imbalances assumed by Assignee; (m) documents prepared or received by Assignor or its Affiliates with respect to (i) lists of prospective purchasers for such transactions compiled by Assignor, (ii) bids submitted by other prospective purchasers of the Assets, (iii) analyses by Assignor or its Affiliates of any bids submitted by any prospective purchaser, (iv) correspondence between or among Assignor, its Representatives and any prospective purchaser other than Assignee and (v) correspondence between Assignor or any of its Representatives with respect to any of the bids, the prospective purchasers or the transactions contemplated by the Purchase and Sale Agreement; (n) any offices, office leases and any personal property located in or on such offices or office leases; (o) other than the Conveyed Surface Fee Interests, any fee simple surface estate; (p) any vehicles; (q) a copy of all Records; (r) any Contracts that constitute master services agreements or similar contracts; (s) any Hedge Contracts and any proceeds attributable to any Hedge Contracts; (t) any debt instruments; (u) any of Assignor's assets other than the Assets, (v) Assignor's interpretations of any geological, geophysical or other seismic and related technical data and information relating to the Assets; (w) that certain Development Agreement, dated effective September 19, 2019, by and between Jetta Permian, LP and Jetta Reeves LLC; and (x) any leases, rights and other assets specifically listed in **Exhibit E**.

TO HAVE AND TO HOLD all and singular the Assets, together with all rights, titles, interests, estates, remedies, powers and privileges thereto appertaining unto Assignee and its successors, legal representatives, and assigns forever, subject to the following:

1. **No Multiple Assignments**. The Assets covered by this Assignment shall not include the "Conveyed Interests" (as such term is defined in the Deed) covered by that certain Special Warranty Deed between Assignor and Assignee executed on the Execution Date and dated effective as of the Effective Time (the "**Deed**", and together with this Assignment, the "**Instruments of Conveyance**"). Assignor and Assignee acknowledge and agree that the Instruments of Conveyance (including any and all recorded counterparts thereof) are intended to collectively convey to Assignee all of the "Assets" as defined and described in the Purchase and Sale Agreement. Assignor and Assignee acknowledge and agree that the Instruments of Conveyance are not intended to effect multiple conveyances of the same properties or interests in such properties covered hereby or thereby or multiple assumptions by Assignee of the same Assumed Liabilities as described in the Purchase and Sale Agreement.

2. **The Purchase and Sale Agreement**. This Assignment is delivered pursuant to that certain Purchase and Sale Agreement dated June 15, 2021, by and among Assignor and

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Assignee (as the same may be amended from time to time, the "**Purchase and Sale Agreement**"), the terms, conditions, provisions, agreements, representations, warranties and covenants of which are hereby incorporated in this Assignment by this reference, and nothing in this Assignment shall operate to limit, release, or impair any of Assignor's or Assignee's respective rights, obligations, remedies or indemnities in the Purchase and Sale Agreement. The Parties acknowledge and agree that the Purchase and Sale Agreement contains certain representations, warranties, agreements, covenants and indemnities, which shall not merge with or be superseded by this Assignment, but which shall survive and remain in full force and effect in accordance with the terms of the Purchase and Sale Agreement. Capitalized terms used in this Assignment shall have the meanings prescribed in this Assignment where such capitalized terms are defined; *provided, however*, that capitalized terms used in this Assignment and not otherwise defined herein shall have the meanings given to such terms in the Purchase and Sale Agreement. Each defined term shall be equally applicable both to the singular and the plural forms of the term so defined. To the extent the terms and provisions of this Assignment are in conflict, or inconsistent, with the terms and provisions of the Purchase and Sale Agreement, the terms and provisions of the Purchase and Sale Agreement shall control. For purposes of notice to third parties, however, Assignor and Assignee expressly represent and acknowledge that a third party may rely on the descriptions of the Assets contained herein for purposes of determining title thereto.

3. **Successors and Assigns**. This Assignment shall extend to, be binding upon, and inure to the benefit of the Parties and their respective successors and assigns.

4. **Assumed and Specified Liabilities**. Subject to the indemnities and limitations set forth in the Purchase and Sale Agreement, from and after the Execution Date, Assignee assumes and hereby agrees to fulfill, perform, pay and discharge (or cause to be fulfilled, performed, paid and discharged) the Assumed Liabilities in accordance with the terms of the Purchase and Sale Agreement, and Assignor shall retain and hereby agrees to fulfill, perform, pay and discharge (or cause to be fulfilled, performed, paid and discharged) the Specified Liabilities in accordance with the terms of the Purchase and Sale Agreement.

5. **Special Warranty**. Each Assignor Party hereby agrees and binds itself, its successors and assigns, to warrant and defend, for the applicable statute of limitations, all and singular title or, if applicable, Defensible Title to the Assets conveyed unto Assignee, its successors and assigns, against every Person whomsoever claiming or to claim the same or any part thereof, by, through or under either Assignor Party or its Affiliates, but not otherwise. Each Assignor Party hereby assigns and grants to Assignee, its respective successors and assigns, the benefit of and the right to enforce all rights, claims and causes of action under title representations, warranties, and covenants given or made by others, including such Assignor Party's respective predecessors in interest, with respect to the Assets conveyed by such Assignor Party, and Assignee is specifically subrogated to all rights which such Assignor Party may have against such others with respect to the Assets conveyed by such Assignor Party, to the maximum extent Assignor may legally transfer such rights and grant such subrogation.

6. **Disclaimer**. **NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THIS ASSIGNMENT, EXCEPT AS AND TO THE EXTENT EXPRESSLY SET FORTH IN THIS ASSIGNMENT, THE DEED, THE PURCHASE AND SALE AGREEMENT OR IN THE CERTIFICATES TO BE DELIVERED BY ASSIGNOR**

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AT CLOSING PURSUANT TO SECTION 1.04(A)(III) THEREOF, ASSIGNOR MAKES NO REPRESENTATIONS OR WARRANTIES WHATSOEVER, AND DISCLAIMS ALL LIABILITY AND RESPONSIBILITY FOR ANY REPRESENTATION, WARRANTY, STATEMENT OR INFORMATION MADE OR COMMUNICATED (ORALLY OR IN WRITING) TO ASSIGNEE (INCLUDING ANY OPINION, INFORMATION OR ADVICE THAT MAY HAVE BEEN PROVIDED TO ASSIGNEE OR ITS AFFILIATES OR REPRESENTATIVES BY ANY AFFILIATES OR REPRESENTATIVES OF ASSIGNOR OR BY ANY INVESTMENT BANK OR INVESTMENT BANKING FIRM, ANY PETROLEUM ENGINEER OR ENGINEERING FIRM, ASSIGNOR'S COUNSEL OR ANY OTHER AGENT, CONSULTANT OR REPRESENTATIVE OF ASSIGNOR). WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, EXCEPT AS AND TO THE EXTENT EXPRESSLY SET FORTH IN THIS ASSIGNMENT, THE DEED, THE PURCHASE AND SALE AGREEMENT OR IN THE CERTIFICATES TO BE DELIVERED BY ASSIGNOR AT CLOSING PURSUANT TO SECTION 1.04(A)(III) THEREOF, ASSIGNOR EXPRESSLY DISCLAIMS AND NEGATES ANY REPRESENTATION OR WARRANTY, EXPRESS, IMPLIED, AT COMMON LAW, BY STATUTE OR OTHERWISE, RELATING TO (A) THE TITLE TO ANY OF THE ASSETS, (B) THE CONDITION OF THE ASSETS (INCLUDING ANY IMPLIED OR EXPRESS WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR CONFORMITY TO MODELS OR SAMPLES OF MATERIALS), IT BEING DISTINCTLY UNDERSTOOD THAT THE ASSETS ARE BEING SOLD "AS IS," "WHERE IS," AND "WITH ALL FAULTS AS TO ALL MATTERS," (C) ANY INFRINGEMENT BY ASSIGNOR OF ANY PATENT OR PROPRIETARY RIGHT OF ANY THIRD PARTY, (D) ANY INFORMATION, DATA OR OTHER MATERIALS (WRITTEN OR ORAL) FURNISHED TO ASSIGNEE BY OR ON BEHALF OF ASSIGNOR (INCLUDING THE EXISTENCE OR EXTENT OF HYDROCARBONS OR THE MINERAL RESERVES, THE RECOVERABILITY OF SUCH RESERVES, ANY PRODUCT PRICING ASSUMPTIONS AND THE ABILITY TO SELL HYDROCARBON PRODUCTION AFTER THE CLOSING), (E) THE ENVIRONMENTAL CONDITION AND OTHER CONDITION OF THE ASSETS AND ANY POTENTIAL LIABILITY ARISING FROM OR RELATED TO THE ASSETS, AND (F) THE PRESENCE OR ABSENCE OF ASBESTOS, NORM, OR OTHER WASTES OR HAZARDOUS MATERIALS IN OR ON THE ASSETS IN QUANTITIES TYPICAL FOR OILFIELD OPERATIONS IN THE AREA WHERE THE ASSETS ARE LOCATED.

7. **Governing Law; Jurisdiction; Service of Process; Jury Waiver. THIS ASSIGNMENT AND ANY CLAIM, CONTROVERSY OR DISPUTE ARISING UNDER OR RELATED TO THIS ASSIGNMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY OR THE RIGHTS, DUTIES AND THE LEGAL RELATIONS AMONG THE PARTIES HERETO AND THERETO SHALL BE GOVERNED AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS, EXCLUDING ANY CONFLICTS OF LAW RULE OR PRINCIPLE THAT MIGHT REFER CONSTRUCTION OF SUCH PROVISIONS TO THE LAWS OF ANOTHER JURISDICTION. WITHOUT LIMITING THE PARTIES' AGREEMENT TO ARBITRATE IN SECTION 10.16 OF THE PURCHASE AND SALE AGREEMENT OR THE DISPUTE RESOLUTION PROCEDURE PROVIDED IN SECTION 1.05(E) OF THE PURCHASE AND SALE AGREEMENT WITH RESPECT TO DISPUTES ARISING**

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THEREUNDER, THE PARTIES HERETO CONSENT TO THE EXERCISE OF JURISDICTION IN PERSONAM BY THE FEDERAL COURTS OF THE UNITED STATES OR THE APPLICABLE STATE COURTS LOCATED IN THE STATE OF TEXAS FOR ANY ACTION ARISING OUT OF THIS ASSIGNMENT, ANY TRANSACTION DOCUMENTS OR ANY TRANSACTION CONTEMPLATED HEREBY OR THEREBY. ALL ACTIONS OR PROCEEDINGS WITH RESPECT TO, ARISING DIRECTLY OR INDIRECTLY IN CONNECTION WITH, OUT OF, RELATED TO, OR FROM THIS ASSIGNMENT, ANY TRANSACTION DOCUMENTS OR ANY TRANSACTION CONTEMPLATED HEREBY OR THEREBY SHALL BE EXCLUSIVELY LITIGATED IN SUCH COURTS DESCRIBED ABOVE AND EACH PARTY IRREVOCABLY SUBMITS TO THE JURISDICTION OF SUCH COURTS SOLELY IN RESPECT OF ANY PROCEEDING ARISING OUT OF OR RELATED TO THIS ASSIGNMENT. EACH PARTY HERETO VOLUNTARILY, INTENTIONALLY AND IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LEGAL REQUIREMENTS, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY ACTION, SUIT OR PROCEEDING ARISING OUT OF OR RELATING TO THIS ASSIGNMENT, ANY TRANSACTION DOCUMENTS OR ANY TRANSACTION CONTEMPLATED HEREBY OR THEREBY. THE PARTIES FURTHER AGREE, TO THE EXTENT PERMITTED BY LAW, THAT A FINAL AND NONAPPEALABLE JUDGMENT AGAINST A PARTY IN ANY ACTION OR PROCEEDING CONTEMPLATED ABOVE SHALL BE CONCLUSIVE AND MAY BE ENFORCED IN ANY OTHER JURISDICTION WITHIN OR OUTSIDE THE UNITED STATES BY SUIT ON THE JUDGMENT, A CERTIFIED OR EXEMPLIFIED COPY OF WHICH SHALL BE CONCLUSIVE EVIDENCE OF THE FACT AND AMOUNT OF SUCH JUDGMENT. TO THE EXTENT THAT A PARTY OR ANY OF ITS AFFILIATES HAS ACQUIRED, OR HEREAFTER MAY ACQUIRE, ANY IMMUNITY FROM JURISDICTION OF ANY COURT OR FROM ANY LEGAL PROCESS (WHETHER THROUGH SERVICE OR NOTICE, ATTACHMENT PRIOR TO JUDGMENT, ATTACHMENT IN AID OF EXECUTION, EXECUTION OR OTHERWISE) WITH RESPECT TO ITSELF OR ITS PROPERTY, SUCH PARTY (ON ITS OWN BEHALF AND ON BEHALF OF ITS AFFILIATES) HEREBY IRREVOCABLY (A) WAIVES SUCH IMMUNITY IN RESPECT OF ITS OBLIGATIONS WITH RESPECT TO THIS ASSIGNMENT AND (B) SUBMITS TO THE PERSONAL JURISDICTION OF ANY COURT DESCRIBED IN THIS PARAGRAPH 7.

8. **Exhibits**. The Exhibits to this Assignment are hereby incorporated by reference and constitute a part of this Assignment.

9. **Further Assurances**. The Parties agree (a) to furnish to each other such further information, (b) to execute, acknowledge and deliver such further agreements, stipulations, and/or instruments of conveyance and transfer and (c) to do such other acts and things, in each case, as the other Party may reasonably request or as otherwise may be reasonably necessary to accomplish the intents and purposes of this Assignment and the Purchase and Sale Agreement, including, without limitation, executing separate assignments (or other applicable instruments) of individual oil, gas, and mineral leases or interests therein, which are included in the Assets as may reasonably facilitate the recognition of Assignee's ownership of the Assets.

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10. **Severability**. If any provision of this Assignment is held invalid or unenforceable by any court of competent jurisdiction, the other provisions of this Assignment shall remain in full force and effect. Any provision of this Assignment held invalid or unenforceable only in part or degree shall remain in full force and effect to the extent not held invalid or unenforceable.

11. **Counterparts**. This Assignment may be executed and delivered in one or more counterparts, each of which shall be deemed to be an original copy of this Assignment, and all of which, when taken together, shall be deemed to constitute one and the same conveyance.

12. **Recording**. This Assignment is intended to be recorded and filed of record. To facilitate recordation, there are omitted from the Exhibits to this Assignment in certain counterparts descriptions of property located in recording jurisdictions other than the jurisdiction (tax district, county, parish, state, or federal agency) in which the particular counterpart is to be filed or recorded.

[Signature and Acknowledgment Pages Follow]

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IN WITNESS WHEREOF, the Parties have executed this Assignment on the Execution Date, but this Assignment shall be effective for all purposes as of the Effective Time.

ASSIGNOR:

JETTA PERMIAN, LP
By: Jetta Permian GP, LLC, its general partner

By: _____
Name: Chase White
Title: Chief Commercial Officer

ACKNOWLEDGMENTS

THE STATE OF TEXAS §
§
COUNTY OF DALLAS §

This instrument was acknowledged before me this 25th day of June, 2021, by Chase White, known to me to be the Chief Commercial Officer of Jetta Permian GP, LLC, general partner of Jetta Permian, LP, a Delaware limited partnership, who affirmed that the foregoing instrument was signed on behalf of such limited partnership and that the execution of this instrument was the free act and deed of such limited partnership.

Rachel A. Williamson
Notary Public in and for the State of Texas

RACHEL A WILLIAMSON
My Notary ID # 10411574
Expires April 6, 2022

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ASSIGNOR:

JETTA REEVES LLC
By: Jetta Operating Company, Inc., its manager

By: Gordon H. Roberts
Name: Gordon H. Roberts
Title: Senior Vice President - Business Development

ACKNOWLEDGMENTS

THE STATE OF TEXAS §
§
COUNTY OF TARRANT §

This instrument was acknowledged before me this 28 day of June, 2021, by Gordon H. Roberts, known to me to be the Senior Vice President - Business Development of Jetta Operating Company, Inc., manager of Jetta Reeves LLC, a Texas limited liability company, who affirmed that the foregoing instrument was signed on behalf of such limited liability company and that the execution of this instrument was the free act and deed of such limited liability company.

ASHLEY BULICEK
Notary Public, State of Texas
Notary ID 129760390-2
My Commission Exp. 01-31-2023

Ashley Bulicek
Notary Public in and for the State of Texas

[Signature and Acknowledgement Page to Assignment and Bill of Sale]

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ASSIGNEE:

EOG RESOURCES, INC.

By: _____
Name: Joseph L. Korenek
Title: Vice President, Business Development

ACKNOWLEDGMENTS

THE STATE OF TEXAS §
§
COUNTY OF HARRIS §

This instrument was acknowledged before me this 30th day of June, 2021, by Joseph L. Korenek, known to me to be the Vice President, Business Development of **EOG Resources, Inc.**, a Delaware corporation, who affirmed that the foregoing instrument was signed on behalf of such corporation and that the execution of this instrument was the free act and deed of such corporation.

Gloria C. Howard
Notary Public in and for the State of TEXAS

GLORIA C. HOWARD
NOTARY PUBLIC - STATE OF TEXAS
ID# 485416
COMM. EXP. 08-24-2022

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Exhibit A

To that certain Assignment and Bill of Sale dated effective July 1, 2021, by and among Jetta Permian, LP and Jetta Reeves LLC, as Assignor and EOG Resources, Inc., as Assignee

Leases

Lease Number	Lessor	Lessee	Lease Date	Section	Block	Survey	County	State	Instrument Number	Page
100143001.JP	John P. Garvey, Jr. (aka Pat Harvey)	Dwight Snell & Associates	11/12/2004	14	C17	PSL	REEVES	TEXAS	690	802
100142001.JP	State of Texas, acting by and through its agent, Bank One Trust Company, NA, Trustee of the W. H. Grove Trust	Dwight Snell & Associates	2/1/2005	15	72	PSL	REEVES	TEXAS	697	820
100142001.JP	State of Texas, acting by and through its agent, Bank One Trust Company, NA, Trustee of the W. H. Grove Trust	Dwight Snell & Associates	2/1/2005	21	72	PSL	REEVES	TEXAS	697	820
100141001.JP	Evelyn S. Black	Stack Enterprises, LLC	6/14/2010	36	58	PSL	REEVES	TEXAS	848	733
100141001.JP	Evelyn S. Black	Stack Enterprises, LLC	6/14/2010	37	58	PSL	REEVES	TEXAS	848	733
100141001.JP	Evelyn S. Black	Stack Enterprises, LLC	6/14/2010	47	58	PSL	REEVES	TEXAS	848	733
100141002.JP	Patricia C. Massad and husband, William Massad	Stack Enterprises, LLC	6/14/2010	37	58	PSL	REEVES	TEXAS	848	737
100141002.JP	Patricia C. Massad and husband, William Massad	Stack Enterprises, LLC	6/14/2010	38	58	PSL	REEVES	TEXAS	848	737
100141002.JP	Patricia C. Massad and husband, William Massad	Stack Enterprises, LLC	6/14/2010	47	58	PSL	REEVES	TEXAS	848	737
100141003.JP	Philip S. Jacobs	Stack Enterprises, LLC	6/14/2010	37	58	PSL	REEVES	TEXAS	848	735
100141003.JP	Philip S. Jacobs	Stack Enterprises, LLC	6/14/2010	38	58	PSL	REEVES	TEXAS	848	735
100141003.JP	Philip S. Jacobs	Stack Enterprises, LLC	6/14/2010	47	58	PSL	REEVES	TEXAS	848	735
100141004.JP	Steve B. Tredennick, as Independent Executor of the Estate of Homer A. Jacobs, Jr., deceased	Stack Enterprises, LLC	6/14/2010	37	58	PSL	REEVES	TEXAS	848	731
100141004.JP	Steve B. Tredennick, as Independent Executor of the Estate of Homer A. Jacobs, Jr., deceased	Stack Enterprises, LLC	6/14/2010	38	58	PSL	REEVES	TEXAS	848	731
100141004.JP	Steve B. Tredennick, as Independent Executor of the Estate of Homer A. Jacobs, Jr., deceased	Stack Enterprises, LLC	6/14/2010	47	58	PSL	REEVES	TEXAS	848	731
100148001.JP	Chaparral Royalty Company	Stack Enterprises, LLC	9/9/2010	47	58	PSL	REEVES	TEXAS	875	383
100148002.JP	AWS Properties, LP	Energen Resources Corporation	3/25/2011	47	58	PSL	REEVES	TEXAS	876	712
100148003.JP	JHG Properties, LP	Energen Resources Corporation	3/25/2011	47	58	PSL	REEVES	TEXAS	876	716
100148004.JP	NTWJ Properties, LP	Energen Resources Corporation	3/25/2011	47	58	PSL	REEVES	TEXAS	876	704
100148005.JP	Ware Oil & Gas, Inc.	Energen Resources Corporation	3/25/2011	47	58	PSL	REEVES	TEXAS	876	708
100113001.JP	State of Texas, acting by and through its agent, Bobby A. Burchard and Sammie W. Burchard Living Trust by Bobby A. Burchard and Sammie W. Burchard, as Co-Trustees	San Saba Resources, LLC	9/3/2013	23	58	PSL	REEVES	TEXAS	1027	108
100113002.JP	State of Texas, acting by and through its agent, LaRue Burchard Worley	San Saba Resources, LLC	9/15/2013	23	58	PSL	REEVES	TEXAS	1028	466

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Exhibit A

To that certain Assignment and Bill of Sale dated effective July 1, 2021, by and among Jetta Permian, LP and Jetta Reeves LLC, as Assignor and EOG Resources, Inc., as Assignee

Leases

Lease Number	Lessor	Lessee	Lease Date	Section	Block	Survey	County	State	Instrument Number	Page
100113005.JP	State of Texas, acting by and through its agent, Mark Burchard as Member of Rocking Horse Ridge, LLC, by and through its General Partner of Madrone Creek Capital, LP	San Saba Resources, LLC	9/15/2013	23	58	PSL	REEVES	TEXAS	1029	296
100113004.JP	State of Texas, acting by and through its agent, Wilder Sky, LP by Rene Sandifer, its General Partner	San Saba Resources, LLC	9/18/2013	23	58	PSL	REEVES	TEXAS	1027	474
100113003.JP	State of Texas, acting by and through its agent, Boys & Boots Land and Cattle Company, LLC, a Texas Limited Liability Company	San Saba Resources, LLC	10/29/2013	23	58	PSL	REEVES	TEXAS	1038	214
100023000.JP	State of Texas Lease #M-116852	Winne Land & Minerals, Inc.	9/9/2014	20	72	PSL	REEVES	TEXAS	1151	298
100076003.JP	State of Texas, acting by and through its agent, James Robert Hill, individually and as Trustee of the Houston and Emma Hill Trust Estate, Virginia Glenn Hill Lattimore, Individually and as Trustee of the Houston and Emma Hill Trust Estate, John A. Styrsky, Trustee of the Houston and Emma Hill Trust Estate, GeoMar Resources, Inc., Nancy Puff Jones Trust, Hill Investments, Ltd., H-S Minerals & Realty, Ltd., and Thomas Hill Puff	Energen Resources Corporation	2/1/2015	30	55	T&P RR Co.	REEVES	TEXAS	1215	662
100076003.JP	State of Texas, acting by and through its agent, James Robert Hill, individually and as Trustee of the Houston and Emma Hill Trust Estate, Virginia Glenn Hill Lattimore, Individually and as Trustee of the Houston and Emma Hill Trust Estate, John A. Styrsky, Trustee of the Houston and Emma Hill Trust Estate, GeoMar Resources, Inc., Nancy Puff Jones Trust, Hill Investments, Ltd., H-S Minerals & Realty, Ltd., and Thomas Hill Puff	Energen Resources Corporation	2/1/2015	14	58	PSL	REEVES	TEXAS	1215	662
100076001.JP	State of Texas, acting by and through its agent, Alldale Minerals, LP	Energen Resources Corporation	4/1/2015	30	55	T&P RR Co.	REEVES	TEXAS	1215	602
100076001.JP	State of Texas, acting by and through its agent, Alldale Minerals, LP	Energen Resources Corporation	4/1/2015	14	58	PSL	REEVES	TEXAS	1215	602

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100076002.JP	State of Texas, acting by and through its agent, Word B. Wilson Investments, LP	Energen Resources Corporation	6/10/2015	30	55	T&P RR Co.	REEVES	TEXAS	1215	612
100076002.JP	State of Texas, acting by and through its agent, Word B. Wilson Investments, LP	Energen Resources Corporation	6/10/2015	14	58	PSL	REEVES	TEXAS	1215	612
100076004.JP	State of Texas, acting by and through its agent, Triangle Royalty, LP and JK Royalty, LP	Summit West Resources LP	2/8/2016	30	55	T&P RR Co.	REEVES	TEXAS	1250	482
100076004.JP	State of Texas, acting by and through its agent, Triangle Royalty, LP and JK Royalty, LP	Summit West Resources LP	2/8/2016	14	58	PSL	REEVES	TEXAS	1250	482
100076005.JP	State of Texas, acting by and through its agent, CG Interests, LLC	Summit West Resources LP	2/8/2016	30	55	T&P RR Co.	REEVES	TEXAS	1250	610
100070001.JP	State of Texas, acting by and through its agent, KMF Land, LLC	Jetta Permian, LP	4/12/2017	30	55	T&P RR Co.	REEVES	TEXAS	1431	629
100055002.JP	KMF Land, LLC	Jetta Permian, LP	4/10/2017	31	55	T&P RR Co.	REEVES	TEXAS	1414	120
100024000.JP	Jimmy M. Kent	Winne Land & Minerals, Inc.	6/11/2014	16	72	PSL	REEVES	TEXAS	1094	633
100076005.JP	State of Texas, acting by and through its agent, CG Interests, LLC	Summit West Resources LP	2/8/2016	14	58	PSL	REEVES	TEXAS	1250	610
100033003.JP	State of Texas, acting by and through its agent, First Community Village	Jetta Permian, LP	4/6/2017	3	58	PSL	REEVES	TEXAS	1404	462
100033003.JP	State of Texas, acting by and through its agent, First Community Village	Jetta Permian, LP	4/6/2017	11	58	PSL	REEVES	TEXAS	1404	462
100033001.JP	State of Texas, acting by and through its agent, Avis C. Harder and David L. Harder, as joint tenants with rights of survivorship	Browning Oil Company, Inc.	7/2/2014	3	58	PSL	REEVES	TEXAS	1124	323
100033001.JP	State of Texas, acting by and through its agent, Avis C. Harder and David L. Harder, as joint tenants with rights of survivorship	Browning Oil Company, Inc.	7/2/2014	11	58	PSL	REEVES	TEXAS	1124	323
100033005.JP	State of Texas, acting by and through its agent, Hazel M. Evans, as her sole and separate property	Browning Oil Company, Inc.	7/2/2014	3	58	PSL	REEVES	TEXAS	1124	309
100033005.JP	State of Texas, acting by and through its agent, Hazel M. Evans, as her sole and separate property	Browning Oil Company, Inc.	7/2/2014	11	58	PSL	REEVES	TEXAS	1124	309
100033002.JP	State of Texas, acting by and through its agent, Dena Maxine Hinshaw, as her sole and separate property	Browning Oil Company, Inc.	7/2/2014	3	58	PSL	REEVES	TEXAS	1124	316

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100033002.JP	State of Texas, acting by and through its agent, Dena Maxine Hinshaw, as her sole and separate property	Browning Oil Company, Inc.	7/2/2014	11	58	PSL	REEVES	TEXAS	1124	316
100033004.JP	State of Texas, acting by and through its agent, Frankie Lee Harder, as his sole and separate property	Browning Oil Company, Inc.	7/2/2014	3	58	PSL	REEVES	TEXAS	1133	74
100138053.JP	Thomas S. Hunter	Bellomy Exploration, LLC	7/15/2016	29	55	T&P RR Co.	REEVES	TEXAS	1301	205
100026001.JP	Ava C. Gerke	Winne Land & Minerals, Inc.	7/21/2014	16	72	PSL	REEVES	TEXAS	1094	636
100026002.JP	Linda L. Fox	Winne Land & Minerals, Inc.	7/21/2014	16	72	PSL	REEVES	TEXAS	1094	639
100026003.JP	Paul W. Chandler	Winne Land & Minerals, Inc.	7/21/2014	16	72	PSL	REEVES	TEXAS	1094	642
100022001.JP	Ava C. Gerke	Winne Land & Minerals, Inc.	8/11/2014	20	72	PSL	REEVES	TEXAS	1102	407
100022002.JP	Linda L. Fox	Winne Land & Minerals, Inc.	8/11/2014	20	72	PSL	REEVES	TEXAS	1102	410
100022003.JP	Paul W. Chandler	Winne Land & Minerals, Inc.	8/11/2014	20	72	PSL	REEVES	TEXAS	1102	413
100032004.JP	State of Texas, acting by and through its agent, Lezlie Sue Watkins Tipton	WildHorse Interest, LLC	9/6/2016	2	58	PSL	REEVES	TEXAS	1314	209
100032005.JP	State of Texas, acting by and through its agent, Macy Ryan Anderson	WildHorse Interest, LLC	9/6/2016	2	58	PSL	REEVES	TEXAS	1314	181
100032002.JP	State of Texas, acting by and through its agent, Angela Dawn Watkins Parten	WildHorse Interest, LLC	9/6/2016	2	58	PSL	REEVES	TEXAS	1314	195
100032003.JP	State of Texas, acting by and through its agent, Jeffrey Winfield Grasty	WildHorse Interest, LLC	9/6/2016	2	58	PSL	REEVES	TEXAS	1314	223
100032001.JP	State of Texas, acting by and through its agent, Alexis Addison Anderson	WildHorse Interest, LLC	9/6/2016	2	58	PSL	REEVES	TEXAS	1318	637
100043000.JP	Commissioner of the General Land Office of the State of Texas, MF118890	Jetta Permian, LP	10/3/2017	16	72	PSL	REEVES	TEXAS	1496	780
100138014.JP	Jane B. Ramsland Oil and Gas Partnership, Ltd. and Jane B. Ramsland as Attorney in Fact for Claudia R. Burch, Elizabeth R. Robinson, Christy B. Motycka, V Elaine Barnes, Steven C. Barnes and Julie Ellen Barnes	Bellomy Exploration, LLC	4/18/2016	29	55	T&P RR Co.	REEVES	TEXAS	1273	563
100138015.JP	The Laurie Barr Family Trust, by and through Wells Fargo Bank, N.A., Agent for the Trustees	Bellomy Exploration, LLC	4/18/2016	29	55	T&P RR Co.	REEVES	TEXAS	1267	26
100138016.JP	Bahnhof Holdings, LP	Bellomy Exploration, LLC	4/19/2016	29	55	T&P RR Co.	REEVES	TEXAS	1273	569
100138002.JP	Frank E. Luton, and his wife Barbara B. Luton	McCrea Energy, LLC	10/25/2015	29	55	T&P RR Co.	REEVES	TEXAS	1213	734

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100138003.JP	Luton Family Trust Aurelia S. Luton, Trustee	McCrea Energy, LLC	10/25/2015	29	55	T&P RR Co.	REEVES	TEXAS	1213	766
100138004.JP	Betsy Kallenberg Johns	McCrea Energy, LLC	10/25/2015	29	55	T&P RR Co.	REEVES	TEXAS	1213	750
100138005.JP	E. Parke Kallenberg, and wife Bonnie J. Kallenberg	McCrea Energy, LLC	10/25/2015	29	55	T&P RR Co.	REEVES	TEXAS	1213	758
100138006.JP	William G. Kallenberg, Jr.	McCrea Energy, LLC	10/25/2015	29	55	T&P RR Co.	REEVES	TEXAS	1213	742
100138008.JP	Gwendolyn B. Geltemeyer	McCrea Energy, LLC	10/29/2015	29	55	T&P RR Co.	REEVES	TEXAS	1213	726
100138017.JP	First Financial Trust & Asset Management Company, N.A., Trustee of The Sharon St. Clair Management Trust	Bellomy Exploration, LLC	5/1/2016	29	55	T&P RR Co.	REEVES	TEXAS	1275	346
100138018.JP	The William K. Warren Foundation	Bellomy Exploration, LLC	5/2/2016	29	55	T&P RR Co.	REEVES	TEXAS	1279	78
100138024.JP	Nathan D. Webb, Jr.	NH Operating, LLC	11/10/2014	29	55	T&P RR Co.	REEVES	TEXAS	1263	342
100138025.JP	Leslie Vinson	NH Operating, LLC	11/10/2014	29	55	T&P RR Co.	REEVES	TEXAS	1263	343
100138026.JP	Terrence William Terrill	NH Operating, LLC	11/11/2014	29	55	T&P RR Co.	REEVES	TEXAS	1263	340
100138027.JP	Pearson Hall MIRI, LLC	NH Operating, LLC	11/12/2014	29	55	T&P RR Co.	REEVES	TEXAS	1263	337
100138028.JP	Sam A. Webb	NH Operating, LLC	11/12/2014	29	55	T&P RR Co.	REEVES	TEXAS	1263	341
100138029.JP	Marc Vinson	NH Operating, LLC	11/12/2014	29	55	T&P RR Co.	REEVES	TEXAS	1263	344
100138030.JP	William L. Vinson	NH Operating, LLC	11/14/2014	29	55	T&P RR Co.	REEVES	TEXAS	1263	345
100138031.JP	Gena Inmon	NH Operating, LLC	11/20/2014	29	55	T&P RR Co.	REEVES	TEXAS	1263	339
100031002.JP	State of Texas, acting by and through its agent, The Bush-Griffin Living Trust	K9 Energy, LLC	12/1/2016	2	58	PSL	REEVES	TEXAS	1356	159
100031003.JP	State of Texas, acting by and through its agent, Carrie Geltemeyer Shough	K9 Energy, LLC	12/1/2016	2	58	PSL	REEVES	TEXAS	1356	177
100031004.JP	State of Texas, acting by and through its agent, David Jess St. Clair	K9 Energy, LLC	12/1/2016	2	58	PSL	REEVES	TEXAS	1356	195
100031001.JP	State of Texas, acting by and through its agent, Abby Marie Geltemeyer	K9 Energy, LLC	12/1/2016	2	58	PSL	REEVES	TEXAS	1356	213
100147000.JP	Commissioner of the General Land Office of the State of Texas	Jetta Permian, LP	12/18/2018	15	72	PSL	REEVES	TEXAS	1732	569
100040002.JP	State of Texas, acting by and through its agent, Robert J. Saul Jr.	Atlantic Resources Holding Co., LLC	12/20/2016	10	58	PSL	REEVES	TEXAS	1367	640
100040003.JP	State of Texas, acting by and through its agent, Garland Allen Taylor	Atlantic Resources Holding Co., LLC	12/20/2016	10	58	PSL	REEVES	TEXAS	1385	141
100138021.JP	S. Barcus Hunter	Bellomy Exploration, LLC	6/27/2016	29	55	T&P RR Co.	REEVES	TEXAS	1297	185

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100138022.JP	S. Barcus Hunter as Attorney-in-Fact for Mary B Hunter	Bellamy Exploration, LLC	6/27/2016	29	55	T&P RR Co.	REEVES	TEXAS	1297	191
100038005.JP	Laura Leigh Larson	Atlantic Resources Holding Co., LLC	1/5/2017	10	58	PSL	REEVES	TEXAS	1367	608
100033004.JP	State of Texas, acting by and through its agent, Frankie Lee Harder, as his sole and separate property	Browning Oil Company, Inc.	7/2/2014	11	58	PSL	REEVES	TEXAS	1133	74
100076006.JP	State of Texas, acting by and through its agent, Legado Investments, LLC	Summit West Resources LP	1/6/2017	30	55	T&P RR Co.	REEVES	TEXAS	1373	638
100076006.JP	State of Texas, acting by and through its agent, Legado Investments, LLC	Summit West Resources LP	1/6/2017	14	58	PSL	REEVES	TEXAS	1373	638
100103002.JP	State of Texas, acting by and through its agent, Margaret Frances Ranes Dornfeld	Jetta Permian, LP	1/11/2017	15	58	PSL	REEVES	TEXAS	1365	401
100103002.JP	State of Texas, acting by and through its agent, Margaret Frances Ranes Dornfeld	Jetta Permian, LP	1/11/2017	16	58	PSL	REEVES	TEXAS	1365	401
100103001.JP	State of Texas, acting by and through its agent, Haag Ranch L.P.	Jetta Permian, LP	1/11/2017	16	58	PSL	REEVES	TEXAS	1365	420
100103001.JP	State of Texas, acting by and through its agent, Haag Ranch L.P.	Jetta Permian, LP	1/11/2017	15	58	PSL	REEVES	TEXAS	1365	420
100038006.JP	Darrell Gene Fifer	Atlantic Resources Holding Co., LLC	1/18/2017	10	58	PSL	REEVES	TEXAS	1367	650
100038004.JP	Gary Byron Amburgey	Atlantic Resources Holding Co., LLC	1/23/2017	10	58	PSL	REEVES	TEXAS	1371	97
100038007.JP	Jeffrey Owen Amburgey	Atlantic Resources Holding Co., LLC	1/23/2017	10	58	PSL	REEVES	TEXAS	1371	105
100038008.JP	Floyd Davis Amburgey	Atlantic Resources Holding Co., LLC	1/23/2017	10	58	PSL	REEVES	TEXAS	1371	113
100038009.JP	Betty M. Wall	Atlantic Resources Holding Co., LLC	1/23/2017	10	58	PSL	REEVES	TEXAS	1371	121
100038010.JP	Barbara Joy Armstrong	Atlantic Resources Holding Co., LLC	1/23/2017	10	58	PSL	REEVES	TEXAS	1405	605
100038002.JP	Patricia L. Dienes	Atlantic Resources Holding Co., LLC	1/30/2017	10	58	PSL	REEVES	TEXAS	1371	91
100038003.JP	Roy Cody Ferguson	Atlantic Resources Holding Co., LLC	1/30/2017	10	58	PSL	REEVES	TEXAS	1371	85
100099000.JP	State of Texas, acting by and through its agent, Hope Swaim, as Trustee of The Leonard R. Murph Family Trust Agreement dated June 18, 1992 as revised, amended, restated and republished on the 19th day of June, 1995	Jetta Permian, LP	2/10/2017	13	58	PSL	REEVES	TEXAS	1377	125
100101001.JP	State of Texas, acting by and through its agent, Jack Howison, Jr.	Jetta Permian, LP	2/14/2017	14	58	PSL	REEVES	TEXAS	1396	113

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100100002.JP	State of Texas, acting by and through its agent, Marrow Harrison Interests, LLC	Jetta Permian, LP	2/16/2017	13	58	PSL	REEVES	TEXAS	1382	115
100100003.JP	State of Texas, acting by and through its agent, Midland AOG Partners, Ltd.	Jetta Permian, LP	2/17/2017	13	58	PSL	REEVES	TEXAS	1382	323
100100001.JP	State of Texas, acting by and through its agent, Wade P. Koehl	Jetta Permian, LP	2/17/2017	13	58	PSL	REEVES	TEXAS	1382	398
100101005.JP	State of Texas, acting by and through its agent, Midland AOG Partners, Ltd.	Jetta Permian, LP	2/17/2017	14	58	PSL	REEVES	TEXAS	1382	323
100101007.JP	State of Texas, acting by and through its agent, Wade P. Koehl	Jetta Permian, LP	2/17/2017	14	58	PSL	REEVES	TEXAS	1382	398
100040001.JP	State of Texas, acting by and through its agent Patricia Tyler Lewis	Atlantic Resources Holding Co., LLC	3/6/2017	10	58	PSL	REEVES	TEXAS	1398	387
100040004.JP	State of Texas, acting by and through its agent, Robert E. Tyler, as Trustee of the Tyler Revocable Trust	Atlantic Resources Holding Co., LLC	3/6/2017	10	58	PSL	REEVES	TEXAS	1385	151
100037002.JP	State of Texas, acting by and through its agent, WWO Minerals Management, LLC	Jetta Permian, LP	3/8/2017	4	58	PSL	REEVES	TEXAS	1435	533
100037002.JP	State of Texas, acting by and through its agent, WWO Minerals Management, LLC	Jetta Permian, LP	3/8/2017	9	58	PSL	REEVES	TEXAS	1435	533
100037001.JP	State of Texas, acting by and through its agent, Douglas Alfred Miller, Individually and as Independent Exector of the Estate of Edith Deen Miller	Jetta Permian, LP	3/11/2017	4	58	PSL	REEVES	TEXAS	1435	517
100037001.JP	State of Texas, acting by and through its agent, Douglas Alfred Miller, Individually and as Independent Exector of the Estate of Edith Deen Miller	Jetta Permian, LP	3/11/2017	9	58	PSL	REEVES	TEXAS	1435	517
100064000.JP	Patsy S. Hand	Strata Resources, LLC	3/14/2017	31	55	T&P RR Co.	REEVES	TEXAS	1396	48
100060000.JP	Weldon Scott Armstrong, Jr., a/k/a Weldon Scott Armstrong	Jetta Permian, LP	3/16/2017	31	55	T&P RR Co.	REEVES	TEXAS	1427	619
100073001.JP	The Jean S. Spencer Trust, by William T. Spencer, Trustee	Jetta Permian, LP	3/26/2017	33	55	T&P RR Co.	REEVES	TEXAS	1396	50
100073002.JP	William T. Spencer, a married man dealing in his sole and separate property	Jetta Permian, LP	3/26/2017	33	55	T&P RR Co.	REEVES	TEXAS	1396	49

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100071002.JP	State of Texas, acting by and through its agent, The de Compiegne Property Company No. 20, LTD.	Jetta Permian, LP	3/29/2017	30	55	T&P RR Co.	REEVES	TEXAS	1442	23
100071001.JP	State of Texas, acting by and through its agent, Fred W. Shield and Company	Jetta Permian, LP	3/29/2017	30	55	T&P RR Co.	REEVES	TEXAS	1442	38
100101006.JP	State of Texas, acting by and through its agent, The de Compiegne Property Company No. 20, LTD.	Jetta Permian, LP	3/29/2017	14	58	PSL	REEVES	TEXAS	1442	53
100101004.JP	State of Texas, acting by and through its agent, Fred W. Shield and Company	Jetta Permian, LP	3/29/2017	14	58	PSL	REEVES	TEXAS	1442	68
100059001.JP	Camp Family Minerals, L.L.C.	Jetta Permian, LP	3/31/2017	31	55	T&P RR Co.	REEVES	TEXAS	1413	628
100059003.JP	Henry A. Sauer, Jr., Trustee of the Judith Camp Sauer 1971 Trust under trust agreement dated August 13, 1971	Jetta Permian, LP	3/31/2017	31	55	T&P RR Co.	REEVES	TEXAS	1413	634
100059002.JP	Jean Camp McIntosh, Trustee of the Jean Camp Robillard McIntosh 1971 Trust under trust agreement dated August 13, 1971	Jetta Permian, LP	3/31/2017	31	55	T&P RR Co.	REEVES	TEXAS	1413	631
100058000.JP	Nancy Dean Investment Corporation	Jetta Permian, LP	3/31/2017	31	55	T&P RR Co.	REEVES	TEXAS	1413	625
100038001.JP	Toby G. Tripp, Suzanne Tripp Valla, Sharon Tripp Goodwin	Jetta Permian, LP	2/9/2017	10	58	PSL	REEVES	TEXAS	1382 1382 1382	145 146 147
100063000.JP	Baptist Foundation of Texas dba HighGround Advisors	Strata Resources, LLC	4/5/2017	31	55	T&P RR Co.	REEVES	TEXAS	1428	130
100101002.JP	State of Texas, acting by and through its agent, KMF Land, LLC	Jetta Permian, LP	4/12/2017	14	58	PSL	REEVES	TEXAS	1431	680
100056002.JP	The Estate of Kerry Kathleen Pollard f/k/a Kerry Kathleen Walker	Scarlet Land Services, LLC	4/26/2017	31	55	T&P RR Co.	REEVES	TEXAS	1415	262
100056001.JP	Marshall Craig Pollard	Scarlet Land Services, LLC	4/26/2017	31	55	T&P RR Co.	REEVES	TEXAS	1430	13
100085004.JP	State of Texas, acting by and through its agent, Mary Linda McCall, a/k/a Linda McCall	Jetta Permian, LP	5/9/2017	10	72	PSL	REEVES	TEXAS	1442	209
100085003.JP	State of Texas, acting by and through its agent, JOMJR, LTD	Jetta Permian, LP	5/9/2017	10	72	PSL	REEVES	TEXAS	1442	194
100036001.JP	Board of Regents, Texas Tech University System, Trustees for Angelo State University, Robert G. Carr and Nona K. Carr Scholarship Foundation	Jetta Permian, LP	5/10/2017	41	55	T&P RR Co.	REEVES	TEXAS	1428	136
100036003.JP	Trinity University	Jetta Permian, LP	5/10/2017	41	55	T&P RR Co.	REEVES	TEXAS	1428	151

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100085001.JP	State of Texas, acting by and through its agent, Arlen L. Edgar, Individually and as Independent Executor of the Estate of Betty K. Edgar and as Trustee of The Edgar Revocable Trust U/T/A dated 2/20/2007	Jetta Permian, LP	5/11/2017	10	72	PSL	REEVES	TEXAS	1442	224
100070002.JP	State of Texas, acting by and through its agent, Bank of America, N.A., as Trustee of the Charles R. Meeker Trust U/A dated 7/6/1992, as amended and restated on 6/5/98	Jetta Permian, LP	5/15/2017	30	55	T&P RR Co	REEVES	TEXAS	1428	183
100101003.JP	State of Texas, acting by and through its agent, Bank of America, N.A., as Trustee of the Charles R. Meeker Trust U/A dated 7/6/1992, as amended and restated on 6/5/98	Jetta Permian, LP	5/15/2017	14	58	PSL	REEVES	TEXAS	1428	200
100031006.JP	State of Texas, acting by and through its agent, Justin Dallas St. Clair, First Financial Trust & Asset Management Company, N.A., Agent	Jetta Permian, LP	5/17/2017	2	58	PSL	REEVES	TEXAS	1435	299
100031005.JP	State of Texas, acting by and through its agent, Jon Christopher St. Clair, First Financial Trust & Asset Management Company, N.A., Agent	Jetta Permian, LP	5/17/2017	2	58	PSL	REEVES	TEXAS	1435	284
100085002.JP	State of Texas, acting by and through its agent, Dolores L. McCall	Jetta Permian, LP	5/23/2017	10	72	PSL	REEVES	TEXAS	1451	334
100062001.JP	Randy Lewis Bell	Strata Resources, LLC	6/2/2017	31	55	T&P RR Co.	REEVES	TEXAS	1442	253
100062002.JP	Terry Don Bell	Strata Resources, LLC	6/2/2017	31	55	T&P RR Co.	REEVES	TEXAS	1442	254
100055001.JP	Charles R. Meeker, Trust, Bank of America, N.A., Trustee	Jetta Permian, LP	6/9/2017	31	55	T&P RR Co.	REEVES	TEXAS	1442	301
100138041.JP	Brian Hardin, Trustee of The Susan Sloan Trust	SVR Oil & Gas, LLC	6/20/2017	29	55	T&P RR Co.	REEVES	TEXAS	1439	121
100021005.JP	Hodges Oil Company, Inc.	Jetta Permian, LP	6/21/2017	16	72	PSL	REEVES	TEXAS	1436	613
100138037.JP	Hunter Oil LLC	SVR Oil & Gas, LLC	6/21/2017	29	55	T&P RR Co.	REEVES	TEXAS	1441	597
100086000.JP	State of Texas, acting by and through its agent, W. H. Grove Home Trust, by its Trustee, BOKF, N.A.	Jetta Permian, LP	6/26/2017	15	72	PSL	REEVES	TEXAS	1454	441
100036002.JP	Sunshine Cottage School for Deaf Children	Jetta Permian, LP	6/27/2017	41	55	T&P RR Co.	REEVES	TEXAS	1448	580
100039000.JP	State of Texas, acting by and through its agent, Blake Oil & Gas Corporation	Atlantic Resources Holding Co., LLC	6/30/2017	10	58	PSL	REEVES	TEXAS	1447	104
100144002.JP	Gwendolyn B. Geltemeyer	Tier 1 Resource Partners, LLC	7/4/2017	31	55	T&P RR Co	REEVES	TEXAS	1479	500

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100021007.JP	Mark Pittman Marshall Trust, Bank of America, N.A., Trustee	Jetta Permian, LP	7/10/2017	16	72	PSL	REEVES	TEXAS	1454	469
100056003.JP	Ard Energy Group LTD	Jetta Permian, LP	7/27/2017	31	55	T&P RR Co.	REEVES	TEXAS	1462	617
100021002.JP	Carrie Geltemeyer Shough	Jetta Permian, LP	7/27/2017	16	72	PSL	REEVES	TEXAS	1465	241
100021003.JP	David Jess St. Clair	Jetta Permian, LP	7/27/2017	16	72	PSL	REEVES	TEXAS	1462	604
100021001.JP	Abby Marie Geltemeyer	Jetta Permian, LP	7/27/2017	16	72	PSL	REEVES	TEXAS	1465	240
100065001.JP	Lowry Lewis	Jetta Permian, LP	7/31/2017	31	55	T&P RR Co.	REEVES	TEXAS	1462	610
100069000.JP	State of Texas	Jetta Permian, LP	8/1/2017	28	55	T&P RR Co.	REEVES	TEXAS	1482	12
100052000.JP	State of Texas	Jetta Permian, LP	8/1/2017	10	58	PSL	REEVES	TEXAS	1481	712
100102000.JP	State of Texas	Jetta Permian, LP	8/1/2017	14	58	PSL	REEVES	TEXAS	1481	723
100112000.JP	State of Texas	Jetta Permian, LP	8/1/2017	22	58	PSL	REEVES	TEXAS	1481	745
100114000.JP	State of Texas	Jetta Permian, LP	8/1/2017	24	58	PSL	REEVES	TEXAS	1481	756
100138034.JP	Frost Bank, Trustee of the B. R. Greathouse Trust	SVR Oil & Gas, LLC	8/2/2017	29	55	T&P RR Co.	REEVES	TEXAS	1463	207
100061000.JP	Leslie Daniel	Jetta Permian, LP	8/3/2017	31	55	T&P RR Co.	REEVES	TEXAS	1467	389
100138038.JP	Permian Basin Community Centers for Mental Health & Mental Retardation herein represented by Ramona Thomas, Chief Executive Officer	SVR Oil & Gas, LLC	8/3/2017	29	55	T&P RR Co.	REEVES	TEXAS	1463	85
100057000.JP	Joan Daniel Hodges, a widow	Jetta Permian, LP	8/8/2017	31	55	T&P RR Co.	REEVES	TEXAS	1473	306
100065002.JP	Linda Lewis	Jetta Permian, LP	8/12/2017	31	55	T&P RR Co.	REEVES	TEXAS	1467	389
100085005.JP	State of Texas, acting by and through its agent, McGary Living Trust - SPH; Brian McGary, Trustee; Bank of America, N.A., Agent	Jetta Permian, LP	8/15/2017	10	72	PSL	REEVES	TEXAS	1480	244
100085006.JP	State of Texas, acting by and through its agent, McGary Family Trust - Kelly Separate Property; Kelly McGary, Trustee; Bank of America, N.A., Agent	Jetta Permian, LP	8/15/2017	10	72	PSL	REEVES	TEXAS	1480	260
100085007.JP	State of Texas, acting by and through its agent, Mary Jane McGary Trust; Mary Jane McGary, Trustee; Bank of America, N.A., Agent	Jetta Permian, LP	8/15/2017	10	72	PSL	REEVES	TEXAS	1480	276
100021008.JP	PEC Minerals LP	Jetta Permian, LP	8/17/2017	16	72	PSL	REEVES	TEXAS	1467	388
100038011.JP	M. Brad Bennett	Atlantic Resources Holding Co., LLC	8/18/2017	10	58	PSL	REEVES	TEXAS	1463	383
100021006.JP	Jon Christopher St. Clair and Justin Dallas St. Clair, by First Financial Trust & Asset Management Company, N.A., Agent	Jetta Permian, LP	8/23/2017	16	72	PSL	REEVES	TEXAS	1473	298

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100021004.JP	Mary J. Hickey, as Independent Executrix of the Estate of Joan S. Brown, Deceased	Jetta Permian, LP	8/28/2017	16	72	PSL	REEVES	TEXAS	1468	700
100138032.JP	Cleveland Minerals, LP	Veritas Energy Holdings, LLC	9/14/2017	29	55	T&P RR Co.	REEVES	TEXAS	1478	591
100138033.JP	Kathy Kiel Johnson	Veritas Energy Holdings, LLC	9/14/2017	29	55	T&P RR Co.	REEVES	TEXAS	1478	599
100138035.JP	Craig W. Barr	SVR Oil & Gas, LLC	9/19/2017	29	55	T&P RR Co.	REEVES	TEXAS	1542	755
100138040.JP	Taylor B. Molitierno	SVR Oil & Gas, LLC	9/19/2017	29	55	T&P RR Co.	REEVES	TEXAS	1487	520
100138042.JP	Thomas R. Barr	SVR Oil & Gas, LLC	9/19/2017	29	55	T&P RR Co.	REEVES	TEXAS	1525	251
100139000.JP	State of Texas, acting by and through its agent, JAMM, LLC	K9 Energy, LLC	9/21/2017	32	55	T&P RR Co.	REEVES	TEXAS	1495	383
100140001.JP	State of Texas, acting by and through its agent, Tango Resources, LLC	K9 Energy, LLC	9/21/2017	32	55	T&P RR Co.	REEVES	TEXAS	1495	411
100140002.JP	State of Texas, acting by and through its agent, Chimney Hill Resources, LLC	K9 Energy, LLC	9/21/2017	32	55	T&P RR Co.	REEVES	TEXAS	1495	398
100138011.JP	Lowe Royalty Partners, LP	Bellomy Exploration, LLC	3/24/2016	29	55	T&P RR Co.	REEVES	TEXAS	1257	743
100138043.JP	Zachariah J. Reid	SVR Oil & Gas, LLC	9/27/2017	29	55	T&P RR Co.	REEVES	TEXAS	1523	692
100138036.JP	High Sky Children's Ranch, Inc., a Texas nonprofit corporation	SVR Oil & Gas, LLC	10/7/2017	29	55	T&P RR Co.	REEVES	TEXAS	1499	799
100021009.JP	McDaniel Partners, Ltd., a Texas Limited Partnership acting by and through McDaniel Oil Corporation, a Texas Corporation, General Partner	Jetta Permian, LP	10/20/2017	16	72	PSL	REEVES	TEXAS	1496	775
100138009.JP	The Lyons Foundation	McCrea Energy, LLC	11/23/2015	29	55	T&P RR Co.	REEVES	TEXAS	1225	489
100138039.JP	Ryan Moore, Trustee for the Ryan Moore SSMTT GST Exempt Trust and the Ryan Moore SSMTT Non-Exempt Trust, both revised and restated December 22, 2008	Jones Creek Energy	12/18/2017	29	55	T&P RR Co.	REEVES	TEXAS	1530	434
100071008.JP	State of Texas, acting by and through its agent, MBR Oil & Gas #1, Ltd. & PPLB Investments, LLC	Jase Energy, LLC	3/21/2018	30	55	T&P RR Co.	REEVES	TEXAS	1580	290
100138010.JP	Christel Renate Fredrich Laughlin a/k/a Christel Laughlin, Individually and as Independent Executor of the Estate of Phillip E. Laughlin	Bellomy Exploration, LLC	3/22/2016	29	55	T&P RR Co.	REEVES	TEXAS	1257	746
100138012.JP	Louisa W. Helm	Bellomy Exploration, LLC	3/25/2016	29	55	T&P RR Co.	REEVES	TEXAS	1257	749
100138013.JP	Phyllis Laughlin Mason	Bellomy Exploration, LLC	3/28/2016	29	55	T&P RR Co.	REEVES	TEXAS	1267	23

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100138019.JP	Gary B. Laughlin, as Trustee of the Gary Laughlin Trust	Bellomy Exploration, LLC	6/10/2016	29	55	T&P RR Co.	REEVES	TEXAS	1283	583
100138020.JP	John E. Cassidy	Bellomy Exploration, LLC	6/24/2016	29	55	T&P RR Co.	REEVES	TEXAS	1297	188
100101009.JP	State of Texas, acting by and through its agent, JWM Minerals, LLC	Jetta Permian, LP	6/26/2018	14	58	PSL	REEVES	TEXAS	1664	217
100070003.JP	State of Texas, acting by and through its agent, JWM Minerals, LLC	Jetta Permian, LP	6/26/2018	30	55	T&P RR Co	REEVES	TEXAS	1664	121
100055004.JP	JWM Minerals, LLC	Jetta Permian, LP	6/26/2018	31	55	T&P RR Co.	REEVES	TEXAS	1664	55
100101008.JP	State of Texas, acting by and through its agent, James Lawrence Meeker, Trustee of the Callaghan 320 Trust u/a/d 02-05-2015	Jetta Permian, LP	6/26/2018	14	58	PSL	REEVES	TEXAS	1664	106
100070004.JP	State of Texas, acting by and through its agent, James Lawrence Meeker, Trustee of the Callaghan 320 Trust u/a/d 02-05-2015	Jetta Permian, LP	6/26/2018	30	55	T&P RR Co	REEVES	TEXAS	1664	91
100055003.JP	James Lawrence Meeker, Trustee of the Callaghan 320 Trust u/a/d 02-05-2015	Jetta Permian, LP	6/26/2018	31	55	T&P RR Co	REEVES	TEXAS	1664	54
100144001.JP	Estate of Sharon B. St. Clair, David Jess St. Clair, Independent Executor, First Financial Trust & Asset Management Co., N.A., Agent	Jetta Permian, LP	7/13/2018	31	55	T&P RR Co	REEVES	TEXAS	1666	309
100101014.JP	State of Texas, acting by and through its agent, Bruno and Marshall Investments	Jetta Permian, LP	7/16/2018	14	58	PSL	REEVES	TEXAS	1674	71
100137001.JP	Ray Properties	Jetta Permian, LP	7/17/2018	31	55	T&P RR Co.	REEVES	TEXAS	1664	56
100137003.JP	MBJW, LP	Jetta Permian, LP	8/7/2018	31	55	T&P RR Co	REEVES	TEXAS	1664	52
100137002.JP	James A. Walton Oil and Gas, LP	Jetta Permian, LP	8/7/2018	31	55	T&P RR Co	REEVES	TEXAS	1664	53
100137004.JP	Janet Walton, Independent Administrator of the Estate of Judkins T. Walton, Deceased	Jetta Permian, LP	8/7/2018	31	55	T&P RR Co	REEVES	TEXAS	1672	459
100101011.JP	State of Texas, acting by and through its agent, Daniel Hill Meeker, Trustee of the David Alan Meeker Family Irrevocable Trust u/a/d 10/20/2015	Jetta Permian, LP	9/12/2018	14	58	PSL	REEVES	TEXAS	1664	187
100070006.JP	State of Texas, acting by and through its agent, Daniel Hill Meeker, Trustee of the David Alan Meeker Family Irrevocable Trust u/a/d 10/20/2015	Jetta Permian, LP	9/12/2018	30	55	T&P RR Co	REEVES	TEXAS	1664	172

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100070005.JP	State of Texas, acting by and through its agent, David Alan Meeker, Trustee of the Dan H. Meeker Children's Trust u/a/d 11/1/2015	Jetta Permian, LP	9/12/2018	30	55	T&P RR Co.	REEVES	TEXAS	1664	157
100101010.JP	State of Texas, acting by and through its agent, David Alan Meeker, Trustee of the Dan H. Meeker Children's Trust u/a/d 11/1/2015	Jetta Permian, LP	9/12/2018	14	58	PSL	REEVES	TEXAS	1664	202
100101013.JP	State of Texas, acting by and through its agent, Oak Valley Mineral and Land, LP	Jetta Permian, LP	9/12/2018	14	58	PSL	REEVES	TEXAS	1674	146
100071006.JP	State of Texas, acting by and through its agent, Oak Valley Mineral and Land, LP	Jetta Permian, LP	9/12/2018	30	55	T&P RR Co.	REEVES	TEXAS	1674	131
100071007.JP	State of Texas, acting by and through its agent, Bruno and Marshall Investments	Jetta Permian, LP	9/12/2018	30	55	T&P RR Co.	REEVES	TEXAS	1674	86
100101015.JP	State of Texas, acting by and through its agent, Kennedy Minerals, Ltd.	Jetta Permian, LP	9/12/2018	14	58	PSL	REEVES	TEXAS	1674	176
100071004.JP	State of Texas, acting by and through its agent, Kennedy Minerals, Ltd.	Jetta Permian, LP	9/17/2018	30	55	T&P RR Co.	REEVES	TEXAS	1674	161
100137005.JP	Flatland Mineral Fund, LP	Jetta Permian, LP	9/19/2018	31	55	T&P RR Co.	REEVES	TEXAS	1672	457
100137006.JP	Flatland Sidecar, LLC	Jetta Permian, LP	9/19/2018	31	55	T&P RR Co.	REEVES	TEXAS	1672	458
100145000.JP	RCS, Inc.	Jetta Permian, LP	9/27/2018	31	55	T&P RR Co.	REEVES	TEXAS	1672	460
100056007.JP	Foundation Minerals, LLC	Jetta Permian, LP	10/1/2018	31	55	T&P RR Co.	REEVES	TEXAS	1702	587
100056006.JP	Mavros Minerals, LLC	Jetta Permian, LP	10/1/2018	31	55	T&P RR Co.	REEVES	TEXAS	1702	589
100056008.JP	Oak Valley Mineral and Land, LP	Jetta Permian, LP	10/1/2018	31	55	T&P RR Co.	REEVES	TEXAS	1702	588
100071005.JP	State of Texas, acting by and through its agent, Midtex Royalty II, LP	Jetta Permian, LP	10/1/2018	30	55	T&P RR Co.	REEVES	TEXAS	1674	101
100101012.JP	State of Texas, acting by and through its agent, Midtex Royalty II, LP	Jetta Permian, LP	10/1/2018	14	58	PSL	REEVES	TEXAS	1674	116
100146000.JP	State of Texas, acting by and through its agent, Union Pacific Railroad Company	Jetta Permian, LP	10/2/2018	15	72	PSL	REEVES	TEXAS	1687	780
100056004.JP	Alldale Minerals II, LP	Jetta Permian, LP	10/3/2018	31	55	T&P RR Co.	REEVES	TEXAS	1674	191
100101016.JP	State of Texas, acting by and through its agent, MBR Oil & Gas #1, Ltd. & PPL8 Investments, LLC	Jetta Permian, LP	10/3/2018	14	58	PSL	REEVES	TEXAS	1712	171
100056005.JP	Stag Minerals, LLC	Jetta Permian, LP	10/9/2018	31	55	T&P RR Co	REEVES	TEXAS	1678	472

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100055006.JP	David Alan Meeker, Trustee of the Dan H. Meeker Children's Irrevocable Trust u/a/d 11/1/2015	Jetta Permian, LP	10/31/2018	31	55	T&P RR Co.	REEVES	TEXAS	1683	775
100055005.JP	Daniel Hill Meeker, Trustee of the David Alan Meeker Family Irrevocable Trust u/a/d 10/20/2015	Jetta Permian, LP	10/31/2018	31	55	T&P RR Co.	REEVES	TEXAS	1683	777
100085008.JP	The State of Texas, acting by and through its agent, Brennand Lazy H Ranch, Ltd.	Jetta Permian, LP	11/8/2018	10	72	PSL	REEVES	TEXAS	1702	557
100137007.JP	Joe Buie Brown Exemption Equivalent Trust, Extraco Banks, Trustee, by, through, and under, Farmers National Company, Agent	Jetta Permian, LP	11/16/2018	31	55	T&P RR Co.	REEVES	TEXAS	1707	789
100138047.JP	Pozo Rico Partners, LP	Jetta Permian, LP	3/21/2019	29	55	T&P RR Co.	REEVES	TEXAS	1774	91
100138045.JP	Kae Eichler	Jetta Permian, LP	3/22/2019	29	55	T&P RR Co.	REEVES	TEXAS	1774	94
100138046.JP	Midland Children's Rehabilitation Center	Jetta Permian, LP	4/2/2019	29	55	T&P RR Co.	REEVES	TEXAS	1774	96
100138049.JP	Angela Stengl	Jetta Permian, LP	4/2/2019	29	55	T&P RR Co.	REEVES	TEXAS	1774	93
100138044.JP	Mary Lou Cassidy	Jetta Permian, LP	4/5/2019	29	55	T&P RR Co.	REEVES	TEXAS	1774	89
100138052.JP	Paul Davis, Ltd.	Jetta Permian, LP	4/5/2019	29	55	T&P RR Co.	REEVES	TEXAS	1779	658
100138050.JP	Midland Memorial Foundation	Jetta Permian, LP	4/11/2019	29	55	T&P RR Co.	REEVES	TEXAS	1774	95
100138048.JP	Matthews-Link Properties, Ltd.	Jetta Permian, LP	4/11/2019	29	55	T&P RR Co.	REEVES	TEXAS	1779	659
100138056.JP	McRae Management Trust	Jetta Permian, LP	5/1/2019	29	55	T&P RR Co.	REEVES	TEXAS	1799	309
100138051.JP	Kars O&G LLC	Jetta Permian, LP	5/7/2019	29	55	T&P RR Co.	REEVES	TEXAS	1781	669
100138055.JP	RAM Foundation	Jetta Permian, LP	5/7/2019	29	55	T&P RR Co.	REEVES	TEXAS	1799	306
100138066.JP	Frank Andrew Fasken	Jetta Permian, LP	5/7/2019	29	55	T&P RR Co.	REEVES	TEXAS	1807	625
100138065.JP	Dede Elizabeth Fasken, Successor Trustee of the Frank Andrew Fasken Trust created under Trust Agreement dated July 28, 2000	Jetta Permian, LP	5/7/2019	29	55	T&P RR Co.	REEVES	TEXAS	1807	623
100138058.JP	Melissa Trainer, Agent for Forest Jacob Wynn	Jetta Permian, LP	5/20/2019	29	55	T&P RR Co.	REEVES	TEXAS	1794	451
100138057.JP	Melissa Trainer, Agent for Taylor Mays Wynn	Jetta Permian, LP	5/20/2019	29	55	T&P RR Co.	REEVES	TEXAS	1794	452
100138059.JP	WFW Family Ltd.	Jetta Permian, LP	5/20/2019	29	55	T&P RR Co.	REEVES	TEXAS	1799	312
100138061.JP	Claude F. Wynn	Jetta Permian, LP	5/20/2019	29	55	T&P RR Co.	REEVES	TEXAS	1799	311
100138062.JP	G. Todd Bright and John J. Klein, Co-Successor Trustees of The Adrienne Suzanne Wynn Beauchamp Charitable Remainder Unitrust	Jetta Permian, LP	5/20/2019	29	55	T&P RR Co.	REEVES	TEXAS	1807	618
100138054.JP	Michael Harrison Moore	Jetta Permian, LP	5/22/2019	29	55	T&P RR Co.	REEVES	TEXAS	1794	450

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100138064.JP	J.P. "Pat" McDaniel, individually and as power of attorney for David M. McDaniel, Mary Jean McDaniel and Bonnie McDaniel Cernio	Jetta Permian, LP	5/24/2019	29	55	T&P RR Co.	REEVES	TEXAS	1807	620
100138060.JP	Ann Porterfield Dubbs Trust	Jetta Permian, LP	6/6/2019	29	55	T&P RR Co.	REEVES	TEXAS	2019011494	
100138067.JP	Joe Gibbins Tompkins	Jetta Permian, LP	6/6/2019	29	55	T&P RR Co.	REEVES	TEXAS	1807	622
100138068.JP	Flake Gib Tompkins	Jetta Permian, LP	6/6/2019	29	55	T&P RR Co.	REEVES	TEXAS	2019014478	
100138069.JP	Daniels Insurance Agency, Inc.	Luxe Operating LLC	6/12/2019	29	55	T&P RR Co.	REEVES	TEXAS	2019013612	
100138063.JP	The Northern Trust Company, as Trustee of the Susan Murray Fasken Hartin Revocable Trust dated 11/11/2010 and The Northern Trust Company as Agent for Fasken Family LP, a Texas limited partnership	Jetta Permian, LP	6/24/2019	29	55	T&P RR Co.	REEVES	TEXAS	2019012016	
100138070.JP	Steven Price Fasken, Successor Trustee of the Steven Price Fasken Child's GST Trust	Jetta Permian, LP	9/5/2019	29	55	T&P RR Co.	REEVES	TEXAS	2019016376	
100138071.JP	Endeavor Acquisitions, LLC	Jetta Permian, LP	9/5/2019	29	55	T&P RR Co.	REEVES	TEXAS	2019016398	
100138072.JP	Hedloc Investment Company, LP	Jetta Permian, LP	9/5/2019	29	55	T&P RR Co.	REEVES	TEXAS	2019016375	
100138074.JP	Methodist Children's Home	Jetta Permian, LP	9/5/2019	29	55	T&P RR Co.	REEVES	TEXAS	2019016819	
100138079.JP	Sarah Lew Link Grimes	Jetta Permian, LP	9/5/2019	29	55	T&P RR Co.	REEVES	TEXAS	2019017694	
100138081.JP	Sarah Ann Grimes	Jetta Permian, LP	9/5/2019	29	55	T&P RR Co.	REEVES	TEXAS	2019017691	
100138082.JP	David N. Grimes	Jetta Permian, LP	9/5/2019	29	55	T&P RR Co.	REEVES	TEXAS	2019017693	
100138078.JP	David Link Grimes	Jetta Permian, LP	9/5/2019	29	55	T&P RR Co.	REEVES	TEXAS	2019017695	
100138077.JP	Amy Grimes Ehrlich	Jetta Permian, LP	9/5/2019	29	55	T&P RR Co.	REEVES	TEXAS	2019017692	
100138075.JP	First United Methodist Church in Midland, Texas	Jetta Permian, LP	9/5/2019	29	55	T&P RR Co.	REEVES	TEXAS	2019017690	
100138076.JP	Brennand Energy, Ltd.	Jetta Permian, LP	9/25/2019	29	55	T&P RR Co.	REEVES	TEXAS	2019018975	
100138080.JP	The Fasken Foundation	Jetta Permian, LP	10/1/2019	29	55	T&P RR Co.	REEVES	TEXAS	2019018974	
100138073.JP	Meridian 102, LP	Jetta Permian, LP	10/1/2019	29	55	T&P RR Co.	REEVES	TEXAS	2019016818	
100022004.JP	SRO Land & Minerals, L.P., Monroe Properties, Inc., Lee M. Stratton Living Trust, Mary Elizabeth Stratton, Trustee	CR3 Western Holding Company, LLC	1/12/2015	20	72	PSL	REEVES	TEXAS	1156	523
100025001.JP	BOKF, NA, Trustee of the W. H. Grove Home Trust	Jetta Permian, LP	6/26/2017	16	72	PSL	REEVES	TEXAS	1442	321
100025001.JP	BOKF, NA, Trustee of the W. H. Grove Home Trust	Jetta Permian, LP	6/26/2017	20	72	PSL	REEVES	TEXAS	1442	321

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Exhibit A-1

To that certain Assignment and Bill of Sale dated effective July 1, 2021, by and among Jetta Permian, LP and Jetta Reeves LLC, as Assignor and EOG Resources, Inc., as Assignee

Easements Surface Interests

Jetta Contract #	Lessor	Lessee	Lease Date	Recording	Instrument Type	Legal Description
400001001	R. Clayton Luttrell, a single man	Jetta Permian, LP	8/16/2017	1469-431	Road Right-of-Way Easement Agreement	Section 18, Block 72, PSL Survey
400001002	Richard L. Luttrell, whose marital status has not changed since acquiring this property	Jetta Permian, LP	8/16/2017	1469-441	Road Right-of-Way Easement Agreement	Section 18, Block 72, PSL Survey
400002000	Jobe Ranch Family Limited Partnership	Jetta Permian, LP	7/14/2017	1448-602	Road Right-of-Way Easement Agreement	Sections 17 and 18, Block 72, PSL Survey
400003001	Christine Winkler, Trustee of the Winkler Family Bypass Trust U/D/T dated 3/7/2003	Jetta Permian, LP	8/11/2017	1516-188	Road Right-of-Way Easement Agreement	Section 18, Block 72, PSL Survey
400003002	Jaimie S. Winkler and Richard Mandelsohn, Co-Trustees of the Morris Winkler Bypass Trust	Jetta Permian, LP	8/2/2017	1516-177	Road Right-of-Way Easement Agreement	Section 18, Block 72, PSL Survey
400004001	Henry McDonnell, Jr.	Jetta Permian, LP	8/14/2017	1469-468	Easement Agreement	Section 21, Block 58, PSL Survey
400004002	Julia Elizabeth McDonnel	Jetta Permian, LP	8/14/2017	1469-460	Easement Agreement	Section 21, Block 58, PSL Survey
400004003	Jared D. McDonnell	Jetta Permian, LP	8/14/2017	1469-451	Easement Agreement	Section 21, Block 58, PSL Survey
400004004	Midland AOG Partners, LTD	Jetta Permian, LP	8/14/2017	1469-415	Easement Agreement	Section 21, Block 58, PSL Survey
400004005	Wade P. Koehl	Jetta Permian, LP	8/14/2017	1469-423	Easement Agreement	Section 21, Block 58, PSL Survey
400004006	Stephen F. Armstrong, individually	Jetta Permian, LP	8/29/2017	1488-65	Easement Agreement	Section 21, Block 58, PSL Survey
400005000	Stephen F. Armstrong, Trustee of the Armstrong M&L Trust	Jetta Permian, LP	8/29/2017	1488-55	Easement Agreement	Section 42, Block 55 Township 5, T&P RR Co. Survey
400006000	State of Texas, acting by and through George P. Bush, Commissioner of the Texas General Land Office	Jetta Permian, LP	7/1/2017	1471-54	Miscellaneous Easement (ME20170289)	N 1/3 of Section 25, Block 58, PSL Survey
400007000	State of Texas, acting by and through the Commissioner of the General Land Office, on behalf of the Permanent School Func	Jetta Permian, LP	6/1/2017	1435-500	Miscellaneous Easement (ME20170241)	NW/4 of Section 14, Block 58, PSL Survey
400008000	State of Texas, acting by and through George P. Bush, Commissioner of the Texas General Land Office	Jetta Permian, LP	7/1/2017	1471-90	Miscellaneous Easement (ME20170291)	SE/4 of Section 21, Section 22 and N/3 of Section 25, Block 58, PSL Survey
400009000	State of Texas, acting by and through George P. Bush, Commissioner of the Texas General Land Office	Jetta Permian, LP	7/1/2017	1471-71	Miscellaneous Easement (ME20170288)	SE/4 of Section 21, Section 22 and N/3 of Section 25, Block 58, PSL Survey
400010001	State of Texas, acting by and through the Commissioner of the General Land Office, on behalf of the Permanent School Func	Jetta Permian, LP	9/1/2017	1501-406	Miscellaneous Easement (ME20180020)	Section 24 and N 1/3 of Section 25, Block 58, PSL Survey
400010002	State of Texas, acting by and through the Commissioner of the General Land Office, on behalf of the Permanent School Func	Jetta Permian, LP	9/1/2017	1501-389	Miscellaneous Easement (ME20180021)	Section 24 and N 1/3 of Section 25, Block 58, PSL Survey
400010005	State of Texas, acting by and through the Commissioner of the General Land Office, on behalf of the Permanent School Func	Jetta Permian, LP	9/1/2017	1501-442	Miscellaneous Easement (ME20180024)	Section 24 and N 1/3 of Section 25, Block 58, PSL Survey
400010006	State of Texas, acting by and through the Commissioner of the General Land Office, on behalf of the Permanent School Func	Jetta Permian, LP	9/1/2017	1501-424	Miscellaneous Easement (ME20180025)	Section 24 and N 1/3 of Section 25, Block 58, PSL Survey
400011000	Reeves County	Jetta Permian, LP	5/30/2017	N/A	Permit to Construct Access Driveway Facilities on Public ROW	Section 16, Block 58, PSL Survey
400012000	Haag Ranch, LP and Margaret Frances Ranes Dornfeld	Jetta Permian, LP	5/26/2017	1435-565	Easement Grant	Sections 15 and 16, Block 58, PSL Survey
400014000	Jobe Ranch Family Limited Partnership	Jetta Permian, LP	8/18/2017	1537-257	Surface Use and Subsurface ROW Agreement	Section 41, Block 55, Township 5, T&P RR Co. Survey
400019000	Leonard R. Murph Family Trust	Jetta Permian, LP	10/15/2017	1509-305	Permanent Easement Agreement	S/2 of Section 13, Block 58, PSL Survey
400020000	W.S. Armstrong Ranch Co.	Elevation Resources LLC	8/13/2014	1105-334	Road Right-of-Way Privilege	SW/4 of Section 21, Block 58, PSL Survey
400021000	State of Texas, acting by and through the Commissioner of the General Land Office, on behalf of the Permanent School Func	Elevation Resources LLC	7/1/2014	1170-260	Miscellaneous Easement No. ME20140130	SE/4 of Section 21 and Section 22, Block 58, PSL Survey
400023000	Jimmy Michael Kent	Jetta Permian, LP	10/26/2017	1515-642	Easement Agreement	S/2 N/2 of Section 16, Block 72, PSL Survey

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To that certain Assignment and Bill of Sale dated effective July 1, 2021, by and among Jetta Permian, LP and Jetta Reeves LLC, as Assignor and EOG Resources, Inc., as Assignee

Easements Surface Interests

Jetta Contract #	Lessor	Lessee	Lease Date	Recording	Instrument Type	Legal Description
400025001	Weldon Scott Armstrong, Jr., John Cole Armstrong and David Armstrong	Jetta Permian, LP	12/8/2017	1576-437	Single Pole Highline Right-of-Way Agreement	SW 1/4 of Section 21, Block 58, PSL Survey and Section 42, Block 55, Township 5, T&P RR Co. Survey
400025002	Weldon Scott Armstrong, Jr., John Cole Armstrong and David Armstrong	Jetta Permian, LP	12/8/2017	1523-732 1576-444 - (Duplicate)	Road Use Agreement	SW 1/4 of Section 21, Block 58, PSL Survey and Section 42, Block 55, Township 5, T&P RR Co. Survey
400033001	Hodges Oil Company, Inc.	Jetta Permian, LP	4/6/2018	N/A	Easement Agreement	N/2 NE/4 Section 16, Block 72, PSL Survey
400033002	Justin Dallas St. Clair, First Financial Trust & Asset Management Company, N.A., Agent	Jetta Permian, LP	10/8/2018	1698-353	Easement Agreement	N/2 NE/4 Section 16, Block 72, PSL Survey
400033003	Jon Christopher St. Clair, First Financial Trust & Asset Management Company, N.A., Agent	Jetta Permian, LP	10/8/2018	1698-363	Easement Agreement	N/2 NE/4 Section 16, Block 72, PSL Survey
400038000	State of Texas, acting by and through the Commissioner of the General Land Office	Jetta Permian, LP	7/1/2018	1659-224	Miscellaneous Easement (ME20180377)	NW/4 of Section 14, Block 58, PSL Survey
400039000	State of Texas, acting by and through the Commissioner of the General Land Office	Jetta Permian, LP	7/1/2018	1659-241	Miscellaneous Easement (ME20180378)	NW/4 of Section 14, Block 58, PSL Survey
400040001	Marrow Harrison Interests LLC	Jetta Permian, LP	8/15/2018	1659-285	Electric Line Easement	N/2 of Section 13, Block 58, PSL Survey
400041001	Marrow Harrison Interests LLC	Jetta Permian, LP	8/15/2018	1659-297	Pipeline Easement and Right-of-Way Agreement	N/2 of Section 13, Block 58, PSL Survey
400042001	Marrow Harrison Interests LLC	Jetta Permian, LP	8/15/2018	1659-275	Easement Agreement	N/2 of Section 13, Block 58, PSL Survey
400043001	First Community Village	Jetta Permian, LP	7/3/2018	1663-688	Permanent Easement Agreement	Section 11, Block 58, PSL Survey
400043002	Terri Sue Mock	Jetta Permian, LP	7/3/2018	1664-1	Permanent Easement Agreement	Section 11, Block 58, PSL Survey
400043003	Buckley D. Evans	Jetta Permian, LP	7/3/2018	1663-774	Permanent Easement Agreement	Section 11, Block 58, PSL Survey
400043004	Michael D. Evans	Jetta Permian, LP	7/3/2018	1663-740	Permanent Easement Agreement	Section 11, Block 58, PSL Survey
400043005	Dena Harder Willard	Jetta Permian, LP	7/3/2018	1664-18	Permanent Easement Agreement	Section 11, Block 58, PSL Survey
400043006	David Harder	Jetta Permian, LP	7/3/2018	1663-757	Permanent Easement Agreement	Section 11, Block 58, PSL Survey
400043007	Dena Maxine Hinshaw	Jetta Permian, LP	7/3/2018	1664-35	Permanent Easement Agreement	Section 11, Block 58, PSL Survey
400045001	KMF Land, LLC	Jetta Permian, LP	6/1/2018	1664-136	Permanent Easement Agreement	North 7/16ths of Section 30, Block 55, T&P Ry. Co. Survey and Lots 46, 47, 48 of Section 31, Block 55, Township 5 South, T&P Ry. Co. Survey
400045001	KMF Land, LLC	Jetta Permian, LP	11/1/2018	19-08933	First Amendment to Permanent Easement Agreement	North 7/16ths of Section 30, Block 55, T&P Ry. Co. Survey and Lots 5, 9, 10, 46, 47, 48 of Section 31, Block 55, Township 5 South, T&P Ry. Co. Survey
400045002	D. Alan Meeker, Trustee of the Dan H. Meeker Children's Irrevocable Trust u/a/d 11-01-2015 and Daniel Hill Meeker, Trustee of the David Alan Meeker Family Irrevocable Trust u/a/d 10-20-2015	Jetta Permian, LP	10/1/2018	1688-1	Permanent Easement Agreement	North 7/16ths of Section 30, Block 55, T&P Ry. Co. Survey and Lots 46, 47, 48 of Section 31, Block 55, Township 5 South, T&P Ry. Co. Survey
400046000	The George W. Brackenridge Foundation	Jetta Permian, LP	7/15/2018	1663-706	Road Easement and Right-of-Way Grant	Section 12, Block 58, PSL Survey
400047000	The George W. Brackenridge Foundation	Jetta Permian, LP	7/15/2018	1663-713	Pipeline Easement and Right-of-Way Grant (Crude Oil)	Section 1 and 12, Block 58 and Section 48, Block 57, PSL Survey
400048000	The George W. Brackenridge Foundation	Jetta Permian, LP	7/15/2018	1663-731	Electrical Powerline Easement	Section 1 and 12, Block 58 and Section 48, Block 57, PSL Survey
400050001	Wade P. Koehl	Jetta Permian, LP	8/24/2018	1684-1	Permanent Easement Agreement	Section 11, Block 58, PSL Survey
400050002	Midland AOG Partners, LTD	Jetta Permian, LP	8/24/2018	1683-779	Permanent Easement Agreement	Section 11, Block 58, PSL Survey
400053000	Ava C. Gerke, Life Tenant and Ava C. Gerke, as sole Trustee of the Ava C. Gerke Revocable Trust, dated March 30, 2017, Remainderman	Jetta Permian, LP	10/1/2018	1683-598	Right-of-Way Grant	E/2 of Section 9, Block 72, PSL Sruvey

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Easements Surface Interests

Jetta Contract #	Lessor	Lessee	Lease Date	Recording	Instrument Type	Legal Description
400056000	Haag Ranch, LP and Margaret F. R. Dornfeld and Timothy F. Dornfeld, Trustees, or any successors in trust, under the Margaret F.R. Dornfeld Revocable Trust dated July 12, 2010 and any amendments thereto	Jetta Permian, LP	8/31/2018	1698-335	Easement Grant	Section 15 and Section 16, Block 58, PSL Survey
400057001	Carrie Geltemeyer Shough	Jetta Permian, LP	10/1/2018	1698-373	Non-Mineral Lessee Easement - Access Road	N/2 NE/4 Section 16, Block 72, PSL Survey
400057002	Abby M. Geltemeyer	Jetta Permian, LP	10/1/2018	1698-382	Non-Mineral Lessee Easement - Access Road	N/2 NE/4 Section 16, Block 72, PSL Survey
400057003	David Jess St. Clair	Jetta Permian, LP	10/1/2018	19-08932	Non-Mineral Lessee Easement - Access Road	N/2 NE/4 Section 16, Block 72, PSL Survey
400061001	Adler Farms, LLC	Jetta Permian, LP	1/22/2019	2019011478	Permanent Easement Agreement	All of Section 20, Block C-17, PSL Survey, S&E the SW/4, the W/2 of the West 220 acres of the N/2 and the East 100 acres of the NE/4
400061002	Ginalu Hamilton	Jetta Permian, LP	1/22/2019	1747-48	Permanent Easement Agreement	All of Section 20, Block C-17, PSL Survey, S&E the SW/4, the W/2 of the West 220 acres of the N/2 and the East 100 acres of the NE/4
400061003	Tanya Pakan	Jetta Permian, LP	1/31/2019	1747-59	Permanent Easement Agreement	All of Section 20, Block C-17, PSL Survey, S&E the SW/4, the W/2 of the West 220 acres of the N/2 and the East 100 acres of the NE/4
400068001	Ard Energy Group, Ltd.	Jetta Permian, LP	5/31/2019	2019011480	Permanent Easement Agreement	Lots 5, 9 & 10, Section 31, Block 55 T5S, T&P Ry Co Survey
400068002	Marshall Craig Pollard	Jetta Permian, LP	5/31/2019	2019011481	Permanent Easement Agreement	Lots 5, 9 & 10, Section 31, Block 55 T5S, T&P Ry Co Survey
400068003	Jill Ann Holt	Jetta Permian, LP	5/31/2019	2019011479	Permanent Easement Agreement	Lots 5, 9 & 10, Section 31, Block 55 T5S, T&P Ry Co. Survey
400068004	Kent Marshall Slaymaker	Jetta Permian, LP	6/6/2019	2019013722	Permanent Easement Agreement	Lots 5, 9 & 10, Section 31, Block 55 T5S, T&P Ry Co. Survey
400068005	Carter Jonathan Coleman	Jetta Permian, LP	7/20/2019	2020005128	Easement Agreement	Lots 5, 9 & 10, Section 31, Block 55 T5S, T&P Ry Co. Survey
400069001	William G. Kallenberg, Jr.	Jetta Permian, LP	5/23/2019	1795-426	Easement Agreement	Section 29, Block 55, T&P Ry Co. Survey, A-867
400069002	E. Parke Kallenberg	Jetta Permian, LP	5/17/2019	1795-439	Easement Agreement	Section 29, Block 55, T&P Ry Co. Survey, A-867
400069003	Luton Family Trust	Jetta Permian, LP	5/21/2019	1797-434	Easement Agreement	Section 29, Block 55, T&P Ry Co. Survey, A-867
400069004	Frank Evans Luton	Jetta Permian, LP	5/21/2019	1797-447	Easement Agreement	Section 29, Block 55, T&P Ry Co. Survey, A-867
400069005	Betsy Kallenberg Johns	Jetta Permian, LP	5/17/2019	1795-452	Easement Agreement	Section 29, Block 55, T&P Ry Co. Survey, A-867
400069006	William G. Kallenberg Jr.	Jetta Permian, LP	8/9/2019	2019013725	Easement Agreement	Section 29, Block 55, T&P Ry Co. Survey, A-867
400069007	E. Parke Kallenberg	Jetta Permian, LP	8/9/2019	2019013727	Easement Agreement	Section 29, Block 55, T&P Ry Co. Survey, A-867
400069008	Frank Evans Luton	Jetta Permian, LP	8/9/2019	2019013723	Easement Agreement	Section 29, Block 55, T&P Ry Co. Survey, A-867
400069009	Betsy Kallenberg Johns	Jetta Permian, LP	5/9/2019	2019013726	Easement Agreement	Section 29, Block 55, T&P Ry Co. Survey, A-867
400069010	Luton Family Trust	Jetta Permian, LP	8/9/2019	2019013724	Easement Agreement	Section 29, Block 55, T&P Ry Co. Survey, A-867
400071000	State of Texas, acting by and through George P. Bush, Commissioner of the Texas General Land Office	Jetta Permian, LP	5/1/2019	2019011385	Miscellaneous Easement (ME20190197)	Section 24, Block 58, PSL Survey
400072000	Jobe Ranch Family Limited Partnership	Jetta Permian, LP	8/18/2018	2019013923	Road Right-of-Way Easement Agreement	Section 41, Block 55, Twp 5S, T&P RR Co. Survey
400081000	State of Texas, acting by and through George P. Bush, Commissioner of the Texas General Land Office	Jetta Permian, LP	9/1/2019	2019017817	Miscellaneous Easement (ME20190279)	NW/4 of Section 14, Block 58, PSL Survey
400083001	David Armstrong, John Cole Armstrong and W. Scott Armstrong, Jr.	Jetta Permian, LP	10/1/2019	2019018387	Pipeline Easement Agreement	Section 42, Block 55, Township 5 South, T&P RR Co. Survey
400083002	Stephen F. Armstrong, Trustee of the Armstrong M&L Trust	Jetta Permian, LP	8/31/2019	2019017687	Easement Agreement	Section 42, Block 55, Township 5 South, T&P RR Co. Survey
400086000	Bank of America, N.A., Trustee of the Charles R. Meeker Trust	Jetta Permian, LP	1/15/2020	2020001757	Utility Line Easement	North 7/16ths of Section 30, Block 55, Township 5 South, T&P Ry. Co. Survey and Lots 5, 9, 10, 46, 47, 48 of Section 31, Block 55, Township 5 South, T&P Ry. Co. Survey

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Easements Surface Interests

Jetta Contract #	Lessor	Lessee	Lease Date	Recording	Instrument Type	Legal Description
400087000	Bank of America, N.A., Trustee of the Charles R. Meeker Trust	Jetta Permian, LP	1/15/2020	2020001760	Pipeline Right of Way and Easement	North 7/16ths of Section 30, Block 55, Township 5 South, T&P Ry. Co. Survey and Lots 46, 47, 48 of Section 31, Block 55, Township 5 South, T&P Ry. Co. Survey
400089000	Bank of America, N.A., Trustee of the Charles R. Meeker Trust	Jetta Permian, LP	1/15/2020	2020001758	Easement Agreement	North 7/16ths of Section 30, Block 55, Township 5 South, T&P Ry. Co. Survey and Lots 5, 9, 10, 46, 47, 48 of Section 31, Block 55, Township 5 South, T&P Ry. Co. Survey
400028000	Jetta Permian, LP	EagleClaw Midstream Ventures, LLC	1/10/2018	1533-354	Right of Way Agreement	N/2 NW/4 of Section 16, Block 72, PSL Survey
400044000	Jetta Permian, LP	UpCurve Energy Partners, LLC	4/16/2018	1656-156	Permanent Easement Agreement	N/2 SE/4, W/2 and NE/4 of Section 32, Block 72, PSL Survey
400084000	Jetta Permian, LP	WaterBridge Texas Midstream LLC	8/6/2019	2019014503	Easement Agreement	Section 31, Block 55, T-5, T&P RR Co. Survey
400085000	Jetta Permian, LP	WaterBridge Texas Midstream LLC	11/20/2019	2020000994	Easement Agreement	Section 31, Block 55, T-5, T&P RR Co. Survey
400067000	The George W. Brackenridge Foundation	Jetta Permian, LP	4/1/2019	174-076	Easement Agreement	Section 12, Block 58, PSL Survey
300015001	Toby G. Tripp	Jetta Permian, LP	4/2/2017	N/A	Surface Use Agreement	N/2, SE/4 and the NE/4 SW/4, Section 10, Block 58, PSL Survey
300015002	Sharon Tripp Goodwin	Jetta Permian, LP	4/2/2017	N/A	Surface Use Agreement	N/2, SE/4 and the NE/4 SW/4, Section 10, Block 58, PSL Survey
300015003	Suzanne Tripp Valia	Jetta Permian, LP	4/2/2017	N/A	Surface Use Agreement	N/2, SE/4 and the NE/4 SW/4, Section 10, Block 58, PSL Survey
300032000	Weldon Scott Armstrong, Jr	Jetta Permian, LP	3/16/2017	N/A	Surface Use Agreement	Lots 41, 42, 55, and 56, Section 31, Block 55, Township 5, T&P Ry. Co Survey
300044001	Boys & Boots Land and Cattle Company, LLC	Jetta Permian, LP	2/16/2018	1577-646	Surface Use Agreement	Section 23, Block 58, PSL Survey
300044002	Bobby A. Burchard Estate Trust	Jetta Permian, LP	2/16/2018	1577-657	Surface Use Agreement	Section 23, Block 58, PSL Survey
300044003	Burchard Ranch, LP	Jetta Permian, LP	2/16/2018	1577-653	Surface Use Agreement	Section 23, Block 58, PSL Survey
300044004	Madrone Creek Capital Limited Partnership	Jetta Permian, LP	2/16/2018	1577-642	Surface Use Agreement	Section 23, Block 58, PSL Survey
300044005	Wider Sky, LP	Jetta Permian, LP	2/16/2018	1577-649	Surface Use Agreement	Section 23, Block 58, PSL Survey
300049000	JAMM, LLC	KS Energy, LLC	9/21/2017	1495-396	Surface Use Agreement	Section 32, Block 55, Township 5 South, T&P Railway Company Survey

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Exhibit A-2

To that certain Assignment and Bill of Sale dated effective July 1, 2021, by and among Jetta Permian, LP and Jetta Reeves LLC, as Assignor and EOG Resources, Inc., as Assignee

Water Supply Assets

Asset ID	Asset Description	Asset Type	Lot	Section	Block	Survey	County	State
WSW E	Water Source Well 31-44-2, and associated well equipment, casing, tubing, pumps	Water Source Well	44	31	55-5	T&P RR Co.	REEVES	TEXAS
WSW G	Water Source Well 31-45-1, and associated well equipment, casing, tubing, pumps	Water Source Well	45	31	55-5	T&P RR Co.	REEVES	TEXAS
WSW D	Water Source Well 31-52-1, and associated well equipment, casing, tubing, pumps	Water Source Well	52	31	55-5	T&P RR Co.	REEVES	TEXAS
WSW F	Water Source Well 31-52-2, and associated well equipment, casing, tubing, pumps	Water Source Well	52	31	55-5	T&P RR Co.	REEVES	TEXAS
JP Frac Pond - 1	Section 31 Storage Pond – 600,000 bbl capacity	Frac Pond	53	31	55-5	T&P RR Co.	REEVES	TEXAS

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Exhibit A-3

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Applicable Contracts

Jetta File #	Effective Date	Party 1	Party 2	Comments
300006000	9/6/2017	Jetta Permian, LP	Rincon Unit 72 16-20	Unit Designation & associated Amendments
300012000	9/14/2017	Alantic Resources Holdings Co. LLC & North Reeves Development, LLC	Jetta Permian, LP	Eastern Block JOA - Jetta Permian, LP as operator
300013000	9/14/2017	Alantic Resources Holdings Co. LLC & North Reeves Development, LLC	Jetta Permian, LP	Western Block JOA -Atlantic Resources Co., LLC as operator
300018001	11/7/2017	Jetta Permian, LP	Trestles State 55 41-44 Unit (GLO Unit No.8775)	Pooling Agreement
300018002	11/7/2017	Jetta Permian, LP	Trestles State 55 41-44 Unit (Fee Leases)	Unit Designation & associated Amendments
300019000	11/7/2017	Jetta Permian, LP	Jaws State 58 11-02 Unit (GLO Unit No.8774)	Pooling Agreement
300030000	9/1/2013	Red Willow Production, LLC - JOA-Jett Rink	Jetta Permian, LP	JOA - Jett Rink
300031000	9/1/2017	Jobe Ranch Family, LP	Jetta Permian, LP	Agreement for non-exclusive use of water well
300048000	5/4/2006	Chesapeake Exploration, LP	777 Energy LP, et al	JOA-Grove/Jobe State
300050001	8/21/2018	Jetta Permian, LP	Pipeline State 58 10-13 Unit (GLO Unit No.9513)	Pooling Agreement
300050002	8/21/2018	Jetta Permian, LP	Pipeline State 58 10-13 Unit	Unit Designation
300053001	1/8/2019	Jetta Permian, LP	Hermosa State 55 30-31 Unit (GLO Unit No.9571)	Pooling Agreement
300053002	10/1/2018	Jetta Permian, LP	Hermosa State 55 30-31 Unit	Unit Designation
300054000	12/1/2018	Jetta Permian, LP	Zuma State 72 10-21 Unit (GLO Unit No.9687)	Pooling Agreement
300058000	3/30/2012	Petrohawk Operating Company, as operator	Energen Resources Coproration	JOA Cottonmouth 58-47 Well No. 1
300059000	8/10/2012	Energen Resources Corporation, as operator	Greg McCabe, et al	Little Big Horn Prospect
300060000	7/11/2012	Petrohawk Operating Company, as operator	Cottonmouth 58-47 Unit	Unit Designation
300063000	5/7/2019	Jetta Permian, LP	Sunset State 58 13-24 Unit (GLO Unit No.9509)	Pooling Agreement
300064001	6/18/2019	Jetta Permian, LP	New Jersey State 55 29-32 Unit (GLO Unit No.10073)	Pooling Agreement
300064002	6/18/2019	Jetta Permian, LP	New Jersey State 55 29-32 Unit	Unit Designation
300065000	8/29/2019	Jetta Permain, LP	Baja State 58 15-22 Unit (GLO Unit No.10216)	Pooling Agreement
300066000	9/19/2019	Jetta Permian, LP, operator	Jetta Reeves, LLC, non-operator	Sunset State 58 13-24 #51H -JOA
300067000	9/19/2019	Jetta Permian, LP, operator	Jetta Reeves, LLC, non-operator	Baja State 58 15-22 #51H -JOA
300068000	9/19/2019	Jetta Permian, LP, operator	Jetta Reeves, LLC, non-operator	Manhattan State 55 28-33 #51H -JOA
300069000	9/19/2019	Jetta Permian, LP	Jetta Reeves, LLC	Development Agreement
300070000	10/23/2019	Jetta Permian, LP, operator	Jetta Reeves, LLC, non-operator	Mavericks State 58 09-04 61H -JOA
300071000	8/6/2019	Waterbridge Texas Midstream, LLC	Jetta Permian, LP	Water Management Services Agreement
300072000	10/4/2019	Jetta Permian, LP, operator	Jetta Reeves, LLC, non-operator	Jew Jersey State 55 29-32 #61H -JOA
300073001	8/29/2019	Jetta Permian, LP, operator	Jetta Reeves, LLC, non-operator	Manhattan State 55 28-33 Unit
300073002	8/29/2019	Jetta Permian, LP, operator	Jetta Reeves, LLC, non-operator	Manhattan State 55 28-33 Unit (GLO Unit No.10217)
300074000	11/19/2019	Jetta Permian, LP, et al	General Land Office, State of Texas	Cortes Bank State Unit (GLO Unit No.10427)
N/A	10/20/2020	Jetta Permian, LP	Enterprise Crude Oil, LLC	Crude Oil Purchase Agreement
N/A	11/29/2017	Jetta Permian, LP	Eagleclaw Midstream Ventures, LLC	Gas Gathering & Processing Contract
N/A	9/21/2018	Jetta Permian, LP	Eagleclaw Midstream Ventures, LLC	First Amendment to Gas Gathering & Processing Contract
N/A	8/1/2020	Jetta Permian, LP	Eagleclaw Midstream Ventures, LLC	Second Amendment to Gas Gathering & Processing Contract
N/A	8/3/2020	Jetta Permian, LP, et al	General Land Office, State of Texas	First Amendment to Cortes Bank State Unit (GLO Unit No.10427)
N/A	6/1/2021	Jetta Permian, LP	Eagleclaw Midstream Ventures, LLC	Third Amendment to Gas Gathering & Processing Contract
100136001	2/8/2005	Rodney J. and Martha Q. Camp	Petro-Hunt, LLC	Company Granted Lease - Section 32, Blk 72
N/A	11/2/2017	Kodiak Gas Services, LLC	Primexx Operating Corporation	Manhattan State 55 28 33 51H Gas Compression Services Addendum
N/A	11/2/2017	Kodiak Gas Services, LLC	Primexx Operating Corporation	Jaws State Unit 58 11 02 1H Gas Compression Services Addendum
N/A	11/2/2017	Kodiak Gas Services, LLC	Primexx Operating Corporation	Baja State 58 22 51H Gas Compression Services Addendum

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Exhibit B

To that certain Assignment and Bill of Sale dated effective July 1, 2021, by and among Jetta Permian, LP and Jetta Reeves LLC, as Assignor and EOG Resources, Inc., as Assignee

Wells

API	Well Name	Well #	Operator	County	State
42-389-34374	Jett Rink State 58-23	1H	Jetta Permian	Reeves	Texas
42-389-36016	Jaws State 58 11-02	1H	Jetta Permian	Reeves	Texas
42-389-36170	Rincon 72 16-20	1H	Jetta Permian	Reeves	Texas
42-389-36317	Trestles 55 41	1H	Jetta Permian	Reeves	Texas
42-389-37243	Pipeline State 58 10-03	1H	Jetta Permian	Reeves	Texas
42-389-37620	Hermosa State 55 30-31	3H	Jetta Permian	Reeves	Texas
42-389-37747	Zuma State 72 10-21	3H	Jetta Permian	Reeves	Texas
42-389-37389	Sunset State 58 13-24	51H	Jetta Permian	Reeves	Texas
42-389-36655	Mavericks State 58 09-04	61H	Jetta Permian	Reeves	Texas
42-389-38424	Baja State 58 15-22	51H	Jetta Permian	Reeves	Texas
42-389-38465	Manhattan State 55 28-33	51H	Jetta Permian	Reeves	Texas
42-389-38545	New Jersey State 55 29-32	61H	Jetta Permian	Reeves	Texas
42-389-33058	Cottonmouth 58-47	1H	Luxe Operating	Reeves	Texas

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Exhibit C

To that certain Assignment and Bill of Sale dated effective July 1, 2021, by and among Jetta Permian, LP and Jetta Reeves LLC, as Assignor and EOG Resources, Inc., as Assignee

Personal Property

Asset ID	Asset Description	Asset Type
EQP_4001	Sand Separator - Pantera: 1213K383-1	Equipment
EQP_4002	Sand Separator - Vesco: 70801-20	Equipment
EQP_4003	Sand Separator - Vesco: 70801-19	Equipment
EQP_4004	Sand Separator - Enercorp: 1J187547-1	Equipment
EQP_4005	Sand Separator - Enercorp: 1J187597-1	Equipment
EQP_4006	Sand Separator - Enercorp: 1J187598-1	Equipment
N/A	6" SDR 9 Poly - 1,900'	Equipment
N/A	8" SDR 9 Poly - 3,600'	Equipment
N/A	4" Poly - 28,000' - SDR11 14,000' & SDR7 14,000'	Equipment
N/A	3" Poly - 14,000' SDR 7	Equipment
N/A	174 joints of junk 2-3/8' Tubing, 4.5# EUE Tubing	Equipment
N/A	5 joints 2-7/8" 6.5# Tubing - New	Equipment
N/A	68 joints 2-7/8' EUE Tubing - Used	Equipment
N/A	50 joints 2-3/8" EUE Tubing - New	Equipment
N/A	275 joints 5-1/2" Casing with no markings	Equipment

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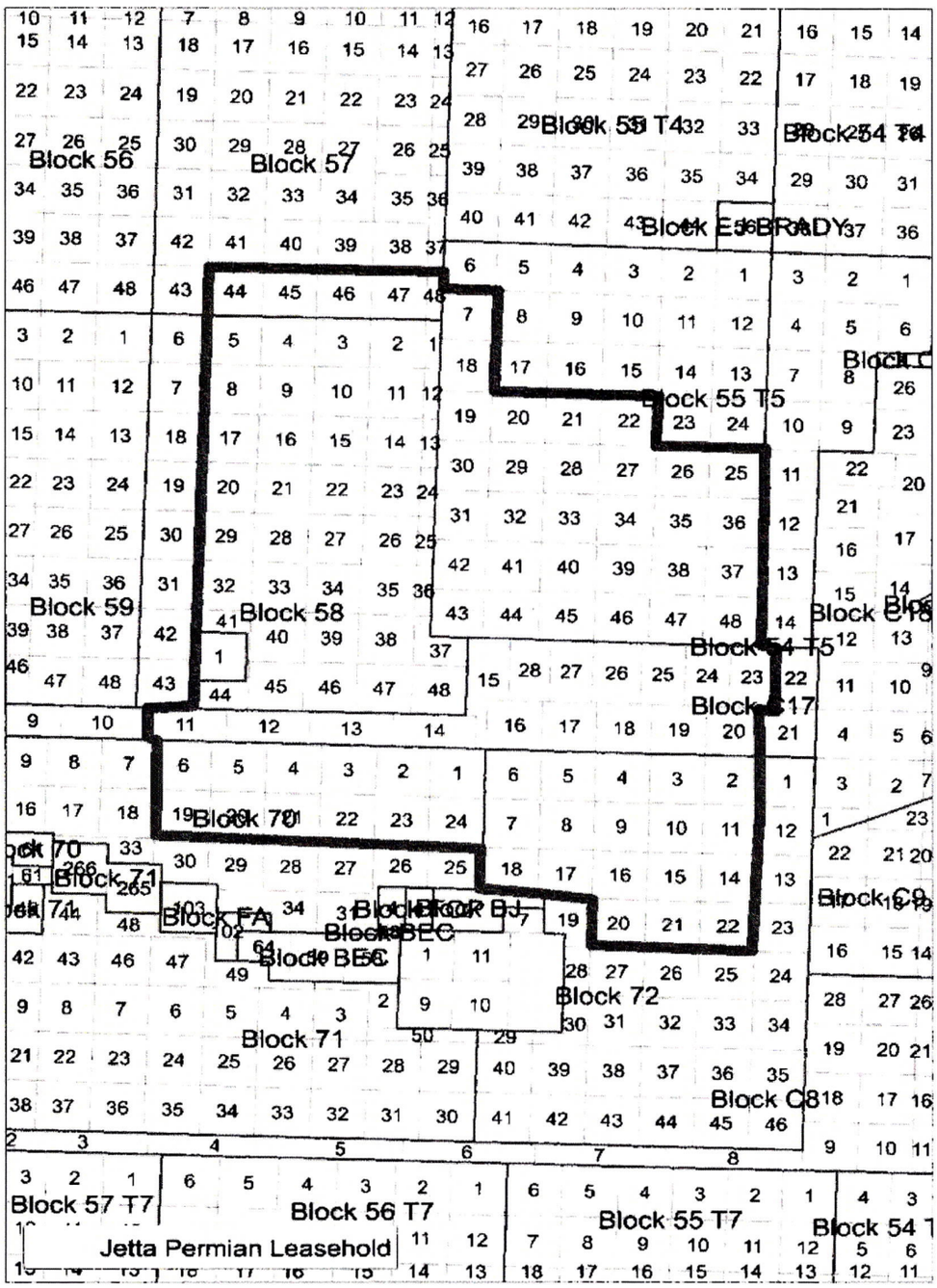
Exhibit D

To that certain Assignment and Bill of Sale dated effective July 1, 2021, by and among Jetta Permian, LP and Jetta Reeves LLC, as Assignor and EOG Resources, Inc., as Assignee

Target Area



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document on file at
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Exhibit E

To that certain Assignment and Bill of Sale dated effective July 1, 2021, by and among Jetta Permian, LP and Jetta Reeves LLC, as Assignor and EOG Resources, Inc., as Assignee

Excluded Assets

Jetta Contract Number	Lessor/Grantor	Lessee/Grantee	Agreement Date	Section	Block	Survey	County	State	Instrument Number	Page
100138083.JP	Occidental Permian, LP	Jetta Permian, LP	11/1/2019	29	55	T&P RR Co	REEVES	TEXAS	2019020022	
400032001.JP	Boys & Boots Land and Cattle Company, LLC	Jetta Permian, LP	6/14/2017	23	58	PSL Survey	REEVES	TEXAS	1577	690
400032002.JP	The Bobby A. Burchard Estate Trust, Sammie W. Burchard, Trustee	Jetta Permian, LP	6/14/2017	23	58	PSL Survey	REEVES	TEXAS	1577	705
400032003.JP	Burchard Ranch, LP	Jetta Permian, LP	6/14/2017	23	58	PSL Survey	REEVES	TEXAS	1577	660
400032004.JP	Madrone Creek Capital Limited Partnership	Jetta Permian, LP	6/14/2017	23	58	PSL Survey	REEVES	TEXAS	1577	675
400032005.JP	Wider Sky, LP	Jetta Permian, LP	6/14/2017	23	58	PSL Survey	REEVES	TEXAS	1577	720

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Dianne O. Florez, County Clerk
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Reeves County
Dianne O. Florez
Reeves County Clerk

Instrument Number: 2021004057

eRecording - Real Property

ASSIGNMENT

Recorded On: July 01, 2021 03:29 PM

Number of Pages: 37

" Examined and Charged as Follows: "

Total Recording: $166.00

********** **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:	2021004057
Receipt Number:	20210701000045
Recorded Date/Time:	July 01, 2021 03:29 PM
User:	Rebecca G
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.**

Dianne O. Florez
Reeves County Clerk
Reeves County, TX

Dianne O. Florez

True & Correct Copy of a
document on file at
Reeves County Texas,
Dianne O. Florez, County Clerk
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24

File No. MF 115987
Assn #11698
Letter to EOG
Date Filed: 1-21-22
George P. Bush, Commissioner
By

CERTIFIED A TRUE AND CORRECT COPY
OF THE RECORD ON FILE IN MY OFFICE

Dianne O. Florez
Reeves County Clerk

7-13-21 By: M. Amanda
Date Deputy Clerk

DO NOT DESTROY

Texas General Land Office

UNIT AGREEMENT MEMO

UPA210301

Unit Number	*10427*				
Operator Name	*Jetta Permian, LP*			*Effective Date*	*01/01/2020*
Customer ID	*C000089663*			*Unitized For*	*Oil And Gas*
Unit Name	*Cortes Bank State*			*Unit Term*	
County 1	*Reeves*	*RRC District 1*	*08*	*Old Unit Number*	*Inactive Status Date*
County 2		*RRC District 2*			
County 3		*RRC District 3*			
County 4		*RRC District 4*			
Unit type	*Standard*				
State Net Revenue Interest	*Oil*	*0.00000000*			
State Part in Unit		*0.00000000*			
Unit Depth	*Specified Depths*		*Well*		
From Depth	*Surface*		*Formation*		
To Depth	*300' TVD below the deepest depth reached by the horizontal lateral between the fTP and the LTP*		*Participation Basis*	*Other*	

If Excluions Apply: See Remarks

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
MF115987		640.000000	9,454.860000	0.06769006	O/G	0.12500000	0.00846126	No
MF117032		640.200000	9,454.860000	0.06771121	O/G	0.12500000	0.00846390	
MF117291		545.750000	9,454.860000	0.05772164	O/G	0.12500000	0.00721520	
MF117490		4.500000	9,454.860000	0.00047595	O/G	0.12500000	0.00005949	
MF118189		320.100000	9,454.860000	0.03385560	O/G	0.12500000	0.00423195	
MF118455		1,328.660000	9,454.860000	0.14052667	O/G	0.12500000	0.01756583	No
MF118462		320.100000	9,454.860000	0.03385560	O/G	0.12500000	0.00423195	No
MF118546		102.800000	9,454.860000	0.01087272	O/G	0.12500000	0.00135909	No
MF118547		102.800000	9,454.860000	0.01087272	O/G	0.12500000	0.00135909	
MF118581		1,280.000000	9,454.860000	0.13538011	O/G	0.12500000	0.01692251	
MF118582		288.250000	9,454.860000	0.03048697	O/G	0.12500000	0.00381087	No
MF118594		20.000000	9,454.860000	0.00211531	O/G	0.12500000	0.00026441	No
MF118605		640.200000	9,454.860000	0.06771121	O/G	0.12500000	0.00846390	No
MF118623		280.000000	9,454.860000	0.02961440	O/G	0.12500000	0.00370180	No
MF118800		600.000000	9,454.860000	0.06345943	O/G	0.12500000	0.00793243	No
MF118840		20.000000	9,454.860000	0.00211531	O/G	0.12500000	0.00026441	
MF118861		80.000000	9,454.860000	0.00846126	O/G	0.25000000	0.00211531	No
MF118862		160.000000	9,454.860000	0.01692251	O/G	0.25000000	0.00423063	No
MF118864		640.000000	9,454.860000	0.06769006	O/G	0.25000000	0.01692251	No
MF118865		240.000000	9,454.860000	0.02538377	O/G	0.25000000	0.00634594	No
MF118872		640.000000	9,454.860000	0.06769006	O/G	0.25000000	0.01692251	No
MF119424		1.500000	9,454.860000	0.00015865	O/G	0.12500000	0.00001983	No
MF119485		520.000000	9,454.860000	0.05499817	O/G	0.06250000	0.00343739	No
MF120204		40.000000	9,454.860000	0.00423063	O/G	0.12500000	0.00052883	No

API Number

Remarks:

Prepared By: JM ***Prepared Date:*** 03/01/2022

GLO Base Updated By: JM ***GLO Base Date:*** 03/01/2022

RAM Approval By: JD ***RAM Approval Date:*** 03/01/2022

GIS By: JK ***GIS Date:*** 4/14/2022

Well Inventory By: JM ***WI Date:*** 03/01/2022

DocuSign Envelope ID: 16A2383D-73EF-47FB-AD86-FCBFC3FA0080

Pooling Committee Report

To: School Land Board

UPA210301

Date of Board Meeting: 03/01/2022

Unit Number: 10427

Effective Date: 01/01/2020

Unit Expiration Date:

Applicant: EOG Resources, Inc.

Attorney Rep: Doug Dashiell

Operator: Jetta Permian, LP,

Unit Name: Cortes Bank State

Field Name: FORD, WEST (WOLFCAMP)

County: Reeves

Lease Type	Lease Number	Lease Royalty	Expiration Date	Lease Term	Lease Acres	Lease Acres In Unit	Royalty Participation
FR	MF119485	0.06250000		3 years	520.000000	520.000000	0.00343739
RAL	MF115987	0.12500000	09/03/2014	1 years	640.000000	640.000000	0.00846126
RAL	MF117032	0.12500000	07/02/2019	5 years	640.000000	640.200000	0.00846390
RAL	MF117291	0.12500000	12/01/2018	46 months	2,597.590500	545.750000	0.00721520
RAL	MF117490	0.12500000	10/04/2017	3 years	7.358000	4.500000	0.00005949
RAL	MF118189	0.12500000	09/06/2019	3 years	321.000000	320.100000	0.00423195
RAL	MF118455	0.12500000	01/11/2020	3 years	1,328.000000	1,328.660000	0.01756583
RAL	MF118462	0.12500000	12/01/2019	3 years	256.080000	320.100000	0.00423195
RAL	MF118546	0.12500000	02/10/2020	3 years	102.800000	102.800000	0.00135909
RAL	MF118547	0.12500000	02/16/2020	3 years	102.800000	102.800000	0.00135909
RAL	MF118581	0.12500000	03/08/2020	3 years	1,280.000000	1,280.000000	0.01692251
RAL	MF118582	0.12500000	02/14/2020	3 years	287.471010	288.250000	0.00381087

Private Acres:	0.000000
State Acres:	9454.860000
Total Unit Acres:	9454.860000

Participation Basis:	Other
Surface Acreage	
State Acreage:	0.00%
State Net Revenue Interest:	0.00%

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

RRC Rules:	Spacing Acres:
Yes	1,820 acres for a 10,000 foot lateral (FTP to LTP).

Pooling Committee Report

To: School Land Board **UPA210301**

Date of Board Meeting: 03/01/2022 **Unit Number:** 10427

Effective Date: 01/01/2020

Unit Expiration Date:

Applicant: EOG Resources, Inc.

Attorney Rep: Doug Dashiell

Operator: Jetta Permian, LP,

Unit Name: Cortes Bank State

Field Name: FORD, WEST (WOLFCAMP)

Lease Type	Lease Number	Lease Royalty	Expiration Date	Lease Term	Lease Acres	Lease Acres In Unit	Royalty Participation
RAL	MF118594	0.12500000	12/20/2019	3 years	20.000000	20.000000	0.00026441
RAL	MF118605	0.12500000	07/02/2019	816 days	640.200000	640.200000	0.00846390
RAL	MF118623	0.12500000	04/10/2020	3 years	279.986660	280.000000	0.00370180
RAL	MF118800	0.12500000	09/21/2020	3 years	600.000000	600.000000	0.00793243
RAL	MF118840	0.12500000	06/30/2020	3 years	20.000000	20.000000	0.00026441
RAL	MF119424	0.12500000	03/21/2021	3 years	5.247080	1.500000	0.00001983
RAL	MF120204	0.12500000	09/21/2020	3 years	40.000000	40.000000	0.00052883
U Fee	MF118861	0.25000000	08/01/2020	3 years	80.000000	80.000000	0.00211531
U Fee	MF118862	0.25000000	08/01/2020	3 years	160.000000	160.000000	0.00423063
U Fee	MF118864	0.25000000	08/01/2020	3 years	640.000000	640.000000	0.01692251
U Fee	MF118865	0.25000000	08/01/2020	3 years	240.000000	240.000000	0.00634594
U Fee	MF118872	0.25000000	08/01/2020	3 years	640.000000	640.000000	0.01692251

Private Acres:	0.000000
State Acres:	9454.860000
Total Unit Acres:	9454.860000

Participation Basis:	Other
Surface Acreage	
State Acreage:	0.00%
State Net Revenue Interest:	0.00%

Unit Type:	**Unitized for:**
Standard	Oil And Gas
Term:	

RRC Rules:	**Spacing Acres:**
Yes	1,820 acres for a 10,000 foot lateral (FTP to LTP).

DocuSign Envelope ID: 16A2383D-73EF-47FB-AD86-FCBFC3FA0080

Working File Number: UPA210301

REMARKS:

- EOG Resources, Inc. is requesting to amend the Cortes Bank State Unit which was approved by the School Land Board on November 19, 2019 and amended on April 21, 2020 and June 28, 2021.
- The applicant is requesting to amend the allocation factor for the unit from a whole unit allocation to a sub unit or lease allocation.

POOLING COMMITTEE RECOMMENDATION:

The Pooling Committee recommends Board approval of the third amendment of the Cortes Bank State Unit under the above-stated provisions.

DocuSigned by:
RJ Hoke
6C1630CF0F2E4D3...

2/17/2022

General Land Office — Date

DocuSigned by:
Catarina Gonzales
EE0EA19C5EF04CC...

2/28/2022

Office of the Governor — Date

Office of the Governor — Date

Unit #10427
Jetta Permian, LP
Cortes Bank State Unit
Ford, West (Wolfcamp)
Reeves County, Texas

0 2,500 5,000 10,000 Feet

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

Map Generated by:
Thomas Wang
Geospatial Technology Services
March 2022

THIRD AMENDMENT OF POOLING AGREEMENT

CORTES BANK STATE UNIT
GLO UNIT NO. 10427
REEVES COUNTY, TEXAS

WHEREAS, on November 19, 2019, the application for the Cortes Bank State Unit ("Unit") was presented to and approved by the School Land Board of the State of Texas pursuant to the provisions of Subchapter E, Chapter 52, of the Texas Natural Resources Code; and

WHEREAS, pursuant to such approval, Jetta Permian, LP, Atlantic Resources Holding Co., LLC, North Reeves Development LLC, and the Commissioner of the General Land Office of the State of Texas entered into that certain Pooling Agreement dated to be effective as of January 1, 2020 ("Agreement"), to pool certain State lands into the Unit, which covers 9,454.86 acres in Reeves County, Texas, as more particularly described in said Agreement on file in the Archives and Records of the Texas General Land Office, Aust in , Texas, in Mineral File No. M-115987; and

WHEREAS, effective as of April 1, 2020, Texas Independent Exploration Limited succeeded to Atlantic Resources Holding Co., LLC's and North Reeves Development LLC's interests in the lands subject to the Unit; and

WHEREAS, on April 21, 2020, the School Land Board approved an application to amend the drilling commitment dates for the Unit wells as contained and provided in the Agreement's Special Terms and Conditions with Addendum "A" attached thereto; and

WHEREAS, pursuant to such approval, Jetta Permian, LP and Texas Independent Exploration Limited and the Commissioner of the General Land Office of the State of Texas entered into that certain First Amendment of Pooling Agreement for such Unit, which amended the drilling commitment dates for the Unit as more particularly described in the First Amendment of Pooling Agreement on file in the Archives and Records of the Texas General Land Office, Austin, Texas, in Mineral File M-115987; and

WHEREAS, EOG Resources, Inc. is now the successor owner and operator of the Unit; and

WHEREAS, on June 28, 2021 the School Land Board approved an application to further amend the drilling commitment dates for the Unit wells as contained and provided in the Agreement's Special Terms and Conditions with Addendum "A" attached thereto; and

WHEREAS, pursuant to such approval, EOG Resources, Inc. and the Commissioner of the General Land Office of the State of Texas entered into that Second Amendment of Pooling

Agreement for such Unit, which further amended the drilling commitment dates for the Unit as more particularly described in the Second Amendment of Pooling Agreement on file in the Archives and Records of the Texas General Land Office, Austin, Texas, in Mineral File M-115987; and

WHEREAS, on March 1, 2022 the School Land Board approved an application to amend the allocation formula for wells producing oil or gas from the Unit by deleting paragraph 4(c) and paragraph 5 of the Unit entitled "Allocation of Production" in their entirety and adopting a new paragraph 4(c) and paragraph 5 as set forth below; and

WHEREAS, the Commissioner of the General Land Office finds that further amending said Agreement as approved by the School Land Board is in the best interests of the State of Texas:

NOW THEREFORE, in consideration of the premises and of the mutual agreements contained in the Agreement and the Addendum "A" attached thereto, it is agreed that the Agreement and the Addendum "A" attached thereto be and are hereby amended by deleting paragraphs 4(c) and paragraph 5 of the Agreement in their entirety and replacing them with the following paragraphs 4(c) and paragraph 5:

"4(c). Production of the pooled mineral from the unit allocated to the tracts as set forth in paragraph 5, as hereinafter provided, shall be deemed to have been produced from each tract comprising the Cortes Bank State 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, other than the allocation of production to interest owners, which shall be governed by the terms of paragraph 5 below."

"5. ALLOCATION OF PRODUCTION: The leases listed on Exhibit "A" attached to **Addendum "A"** have previously been pooled into seven existing pooled units ("Sub-Units"). Each existing Sub-Unit contains an initial well. For the purpose of computing the share of production of the pooled mineral to which each interest owner shall be entitled from additional wells drilled within these Sub-Units, there shall be allocated to each interest owner within the Sub-Unit on which each well is drilled the same division of interest as they are entitled to receive from the initial well on the Sub-Unit. For the purpose of computing the share of production of the pooled mineral to which each interest owner shall be entitled to receive from wells drilled within the Unit but outside of any Sub-Unit, production of the pooled mineral shall be allocated on the basis of each interest owner's ownership of the drillsite tract for such wells, unless the School Land Board shall approve of one or more additional Sub-Units including such wells, in which case production of the pooled mineral shall be paid on the basis of the allocation formula adopted for such new Sub-Unit(s)."

Addendum "A" attached to the Second Amendment of Pooling Agreement is also

deleted in its entirety and replaced with **Addendum "A"** attached to this Third Amendment of Pooling Agreement ("Third Amendment").

It is further agreed that within Paragraph 11 of the Agreement (entitled DISSOLUTION) the name "Winkler County" shall be deleted and replaced with "Reeves County".

This Third Amendment shall in all other respects remain subject to the terms and provisions of the Agreement together with the Special Terms and Conditions contained in the **Addendum "A"**, as amended and replaced pursuant to this Third Amendment.

Nothing in this Third Amendment, nor the approval of this Third Amendment by the School Land Board, nor the execution of this Third Amendment 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; or (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.

This Third Amendment of Pooling 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 Third Amendment of Pooling Agreement are executed, the executed pages, together with the pages necessary to show acknowledgments, may be combined with the other pages of this Third Amendment of Pooling Agreement to form what shall be deemed and treated as a single original instrument showing execution by all parties thereto.

IN WITNESS WHEREOF, the parties hereto have executed this Third Amendment of Pooling Agreement upon the respective dates indicated below but effective as of March 1, 2022.

DocuSign Envelope ID: F04A9CCF-261C-4B48-BD2F-D8320C6B9BB1

Date Executed: 3/22/22

STATE OF TEXAS

BY: _____

MARK A. HAVENS, CHIEF CLERK
DEPUTY LAND COMMISSIONER
GENERAL LAND OFFICE

Content: DS MB

Min Leasing: DS DBO

Legal: DS

CERTIFICATE

I, Linda Quintanilla, 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 1st day of March, 2022, 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 22 day of March, 20___.

Linda Quintanilla

Secretary of the School Land Board

Date Executed: March 1, 2022

EOG RESOURCES, INC.

By: _____

Name: Keith Trasko

Title: Vice President and General Manager

STATE OF TEXAS §
§
COUNTY OF MIDLAND §

This instrument was acknowledged before me on March 1, 2022, by Keith Trasko, Vice President and General Manager of EOG Resources, Inc. on behalf of said corporation.

SARAH TISDALE SEMER
Notary Public, State of Texas
Comm. Expires 03-29-2024
Notary ID 128936570

_____
Notary Public in and for the
STATE OF TEXAS

Attachment 1
to
THIRD AMENDMENT OF POOLING AGREEMENT

CORTES BANK STATE UNIT
GLO UNIT NO. 10427
REEVES COUNTY, TEXAS

See the following _3__ attached pages.

Addendum "A"
To that certain Pooling Agreement (GLO Unit No. 10427) for the Cortes Bank State Unit
("Agreement")

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

1. The pooled unit for the Cortes Bank State Unit ("Unit") shall consist of all of the lands herein described in the attached Exhibit "B" and depicted on the attached Exhibit "C". Lessee agrees to drill horizontal wells within the Unit in accordance with the "Drilling Obligation Timeframe", specifically defined below.

Drilling Obligation Timeframe:

Lessee shall have commenced actual Drilling Operations in the following manner:

1.	No fewer than four (4) new Unit wells	-	spud on or before December 31, 2021;
2.	No fewer than four (4) new Unit wells	-	spud on or before June 30, 2022;
3.	No fewer than five (5) new Unit wells	-	spud on or before June 30, 2023, and on or before June 30th of every year thereafter.

Commencing July 1, 2020, each specified time period of the Drilling Obligation Timeframe set forth above is referred to as a "Drilling Obligation Period" (i.e., the first Drilling Obligation Period begins on July 1, 2020 and continues through and includes December 31, 2021, the second Drilling Obligation Period begins on January 1, 2022 and continues through and includes June 30, 2022, the third Drilling Obligation Period begins on July 1, 2022 and continues through and includes June 30, 2023, etc.).

2. Once actual drilling operations have been commenced on a 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 an effort to prevent physical and economic waste, subject to the terms and provisions of the leases, and rules and regulations of the Texas Railroad Commission or any other applicable regulatory agency, Lessee shall make every effort to drill each horizontal well with the longest productive lateral reasonably possible within the boundaries of the Unit.

3. The leases listed on the attached Exhibit "A" have been previously pooled into seven existing pooled units. Each existing unit ("Sub-Unit") contains an initial unit well, which well shall be excluded from this Unit. Two existing wells were drilled and completed as lease wells, which wells shall also be excluded from this Unit. All royalties

from each existing Sub-Unit well and lease well shall continue to be paid at the current division of interest. The existing Sub-Unit wells and lease wells to be excluded from this Unit are identified on the attached Exhibit "E." In addition, production from all future wells drilled within the Sub-Units shall be allocated as set forth in paragraph 5 of the Agreement.

4. Should Lessee fail to meet the Drilling Obligation Timeframe, the Unit will remain in full force and effect as to any and all wells drilled and completed upon the Unit acreage, including the Sub-Unit and lease wells. However, the Unit will be reduced in size and only hold the amount of acreage as provided below:

Each horizontal well drilled in the Unit, including the Sub-Unit and lease wells, shall be credited with a specific number of retained acres as close as is reasonably practicable in the shape of a rectangle surrounding the well according to the following formula, where "A" is the credited acreage, and "L" is the treated lateral length in feet from the first take point to the last take point in the wellbore:

$$0.032 \times L = A$$

However, if "A" is not evenly divisible by 20, then "A" shall be rounded upward to the next whole number that is evenly divisible by 20. For example, a horizontal well with a treated lateral length of 4,500 feet would be credited with 160 acres of retention (4,500 x 0.032 = 144, rounded up to 160).

5. Notwithstanding anything contained herein to the contrary, on June 30, 2030, the Unit will be reduced in size and only continue in force and effect as to the acreage amounts retained as provided in Paragraph 4 of this Addendum.

6. If at any time after Lessee fails to meet the Drilling Obligation Timeframe, or after June 30, 2030, any Section contained within the Unit boundary does not contain a producing horizontal well or is not being perpetuated by drilling or re-working operations or shut-in royalty payments for a period of six (6) consecutive months, then the non-producing Section will be removed from the Unit.

7. So long as Lessee continues to drill wells according to the schedule set forth in Paragraph 1 of this Addendum, then Lessee will retain the entire unitized interval for the Unit and all other depths currently owned by Lessee in the leases contributed to the Unit. However, on the earlier of the date that Lessee fails to meet the Drilling Obligation Timeframe or June 30, 2030, all the leases listed on Exhibit "A" as to the area then included in the Unit shall terminate as to all depths below 300 feet below the deepest depth reached by the horizontal lateral of the deepest well on each Sub-Unit measured between the first take point and the last take point, including the excluded Sub-Unit wells and lease wells.

8. If for any reason the established boundaries of the Unit must be amended, or any lands or leases within the Unit boundaries must be added or removed from the Unit, then all parties agree to execute an Amendment to the Pooling Agreement and file said Amendment of record. The parties hereby agree, if the established boundaries of the Unit, or the lands or leases included within, are reduced or amended for any reason, an updated allocation of production will be determined in accordance with Paragraph 5 of the Agreement, and the updated allocation of production will become effective as of the effective date of the Amendment to the Pooling Agreement.

9. If at the end of any Drilling Obligation Period, Lessee is engaged in drilling or completion operations on a Unit Well and if such Unit Well is completed within ninety (90) days after the end of the Drilling Obligation Period, then - if necessary to satisfy the Drilling Obligation Timeframe for the prior Drilling Obligation Period - such Unit Well will be considered to have been completed during such prior Drilling Obligation Period for purposes of this Agreement.

10. If the number of horizontal wells Lessee completes during any Drilling Obligation Period exceeds the number of wells set forth in the Drilling Obligation Timeframe for such Drilling Obligation Period, Lessee shall have the right to apply the excess (i.e. the positive difference between the aggregate number of horizontal wells Lessee actually completed during such Drilling Obligation Period and the number of wells set forth in the Drilling Obligation Timeframe for such Drilling Obligation Period) as a credit toward the number of wells needed for the next succeeding Drilling Obligation Period ("Credit"). The aggregate number of horizontal wells completed by Lessee during any given Drilling Obligation Period shall be computed as the horizontal wells actually completed during such Drilling Obligation Period , or in accordance with Paragraph 9 of this Addendum, plus any Credit Lessee has the right to apply toward the number of wells set forth in the Drilling Obligation Timeframe for such Drilling Obligation Period; provided, however, Lessee shall not be permitted to carry a Credit of more than two (2) horizontal wells forward from one Drilling Obligation Period to the next.

11. The terms and provisions of all Leases, terms and provisions of all Sub-Unit Pooling Agreements, and other contracts relating to exploration, drilling, development or operation for oil or gas on lands committed to this Agreement are hereby expressly modified and amended only to the extent necessary to make the same conform to the provisions here in ; and the Commissioner by his approval hereof does hereby establish, alter, change, and amend the drilling, producing and royalty requirements of the leases committed hereto to conform said requirements to the provisions of this Agreement. All terms and provisions of the leases and Sub-Unit Pooling Agreements which do not conflict with this Agreement shall remain unaltered.

End of Addendum "A"

(25.)

File No. MF-115987

Reeves County

Third Amendment Unit 10427

Date Filed: 03/31/2022

George P. Bush, Commissioner

By MAB

DO NOT DESTROY

Texas General Land Office

UNIT AGREEMENT MEMO

UPA190222

Unit Number	*9509*				
Operator Name	*Jetta Permian, LP*			*Effective Date*	*05/07/2019*
Customer ID	*C000089663*			*Unitized For*	*Oil And Gas*
Unit Name	*Sunset State 58 13-24*			*Unit Term*	
County 1	*Reeves*	*RRC District 1*	*08*	*Old Unit Number*	*Inactive Status Date*
County 2		*RRC District 2*			
County 3		*RRC District 3*			
County 4		*RRC District 4*			
Unit type	*Permanent*				
State Net Revenue Interest	*Oil*	*0.15397543*			
State Part in Unit		*1.00000000*			
Unit Depth	*Specified Depths*		*Well*		
From Depth	*Surface*		*Formation*		
To Depth	*300' TVD below the deepest depth reached by the horizontal lateral between FTP and LTP*		*Participation Basis*	*Surface Acreage*	

If Excluions Apply: See Remarks

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*
MF115987		639.990000	1,725.600000	0.37087969	O/G	0.12500000	0.04635996	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*
MF117291		191.760000	1,725.600000	0.11112656	O/G	0.12500000	0.01389082	
MF118546		102.800000	1,725.600000	0.05957348	O/G	0.12500000	0.00744669	No
MF118547		102.800000	1,725.600000	0.05957348	O/G	0.12500000	0.00744669	
MF118582		288.250000	1,725.600000	0.16704335	O/G	0.12500000	0.02088042	No
MF118862		160.000000	1,725.600000	0.09272137	O/G	0.25000000	0.02318034	No
MF118865		240.000000	1,725.600000	0.13908206	O/G	0.25000000	0.03477051	No

API Number
4238937389, 4238938647, 4238938648

Remarks:

Prepared By:		*Prepared Date:*	09/21/2021
GLO Base Updated By:		*GLO Base Date:*	09/21/2021
RAM Approval By:		*RAM Approval Date:*	09/21/2021
GIS By:		*GIS Date:*	05/17/2022
Well Inventory By:		*WI Date:*	09/21/2021

DocuSign Envelope ID: 68E26C1E-58C9-48DF-AFF9-13906370173E

Pooling Committee Report

To: School Land Board

UPA190222

Date of Board Meeting: 09/21/2021

Unit Number: 9509

Effective Date: 05/07/2019

Unit Expiration Date:

Applicant: EOG Resources, Inc.

Attorney Rep:

Operator: EOG Resources, Inc.,

Unit Name: Sunset State 58 13-24

Field Name: FORD, WEST (WOLFCAMP)

County: Reeves

Lease Type	Lease Number	Lease Royalty	Expiration Date	Lease Term	Lease Acres	Lease Acres In Unit	Royalty Participation
RAL	MF115987	0.12500000	09/03/2014	1 years	640.000000	639.990000	0.04635996
RAL	MF117291	0.12500000	12/01/2018	46 months	2,597.590500	191.760000	0.01389082
RAL	MF118546	0.12500000	02/10/2020	3 years	102.800000	102.800000	0.00744669
RAL	MF118547	0.12500000	02/16/2020	3 years	102.800000	102.800000	0.00744669
RAL	MF118582	0.12500000	02/14/2020	3 years	287.471010	288.250000	0.02088042
U Fee	MF118862	0.25000000	08/01/2020	3 years	160.000000	160.000000	0.02318034
U Fee	MF118865	0.25000000	08/01/2020	3 years	240.000000	240.000000	0.03477051

Private Acres:	0.000000
State Acres:	1725.600000
Total Unit Acres:	1725.600000

Participation Basis:	Surface Acreage
Surface Acreage	
State Acreage:	100.00%
State Net Revenue Interest:	15.40%

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

RRC Rules:	Spacing Acres:
Yes	1,820 acres for a 10,000 foot lateral (FTP to LTP).

Working File Number: UPA190222

REMARKS:

- EOG Resources is requesting to amend the Sunset State 58 13-24 Unit which was approved by the School Land Board on May 7, 2019.
- The applicant is requesting to align the drilling obligation timeframe in the Sunset State 58 13-24 Unit with the drilling obligation timeframe of the Cortes Bank State Unit.
- There is currently one producing well in the Sunset State 58 13-24 Unit.

POOLING COMMITTEE RECOMMENDATION:

The Pooling Committee recommends Board approval of the amended Sunset State 58 13-24 Unit under the above-stated provisions.

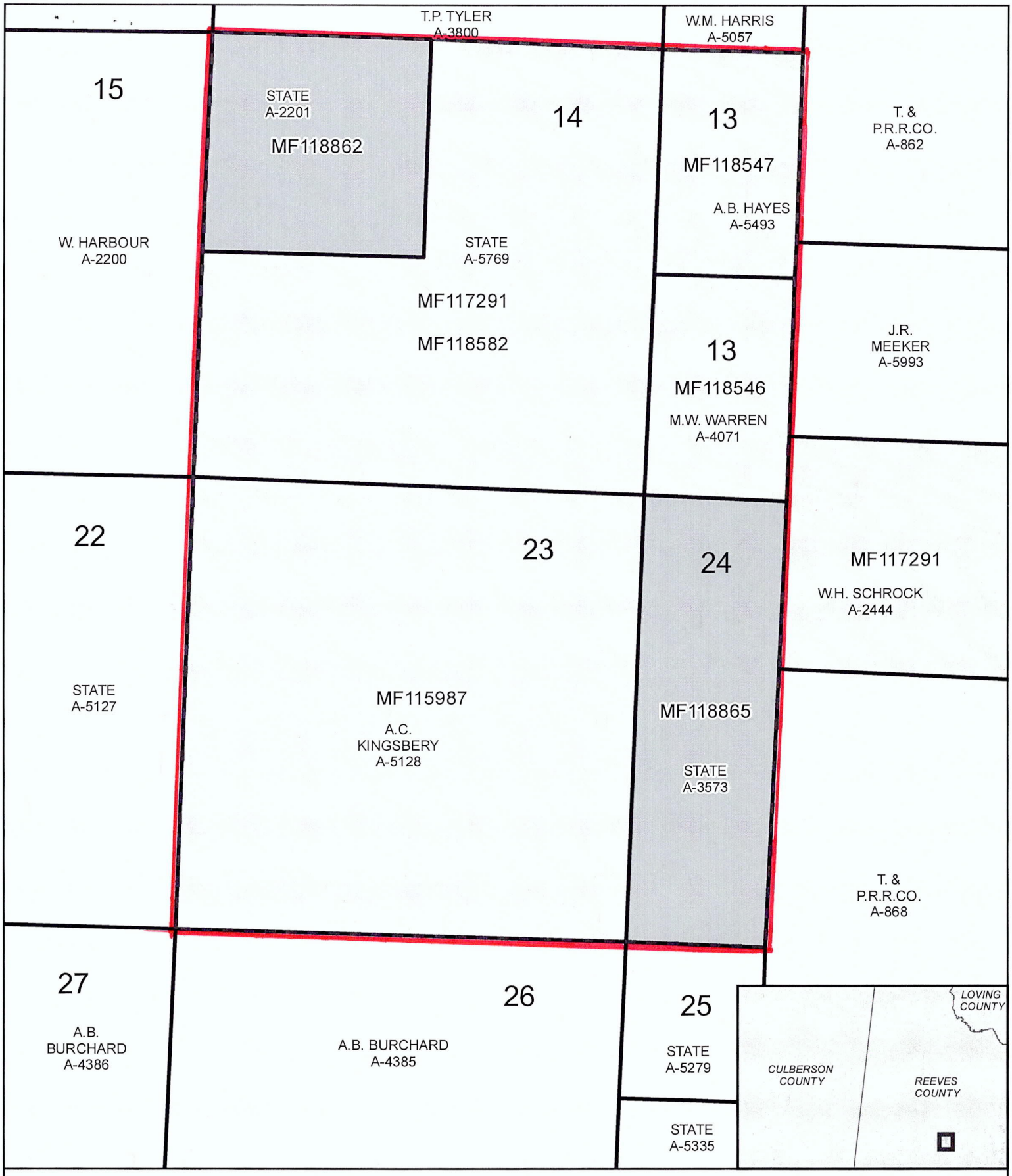
DocuSigned by:
6C1630CF0F2E4D3...

General Land Office — Date: 9/10/2021

DocuSigned by:
EE8EA19C5EF64CC...

Office of the Governor — Date: 9/14/2021

Office of the Governor — Date:



Unit #9509
Jetta Permian, LP
Sunset State 5813-24 Unit
Ford, West (Wolfcamp) Field
Reeves County, 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 2021

FIRST AMENDMENT OF POOLING AGREEMENT
EOG RESOURCES, INC.
SUNSET STATE 58 13-24 UNIT
GLO UNIT NO. 9509
REEVES COUNTY, TEXAS

WHEREAS, on May 7, 2019, the application for the Sunset State 58 13-24 Unit ("Unit") was presented to and approved by the School Land Board of the State of Texas pursuant to the provisions of Subchapter E, Chapter 52, of the Texas Natural Resources Code; and

WHEREAS, pursuant to such approval, Jetta Permian, LP, *et al.*, and the Commissioner of the General Land Office of the State of Texas entered into that certain Pooling Agreement dated to be effective as of May 7, 2019 ("Agreement"), to pool certain State lands into the Unit, which covers 1,725.60 acres in Reeves County, Texas, as more particularly described in said Agreement on file in the Archives and Records of the Texas General Land Office, Austin, Texas, in Mineral File No. M-115987; and

WHEREAS, EOG Resources, Inc. is now the current owner of the Sunset State 58 13-24 Unit and the leases included therein; and

WHEREAS, EOG Resources, Inc. made application and at its regular meeting on September 21, 2021, the School Land Board approved its application to amend the drilling commitment dates for the unit wells as contained and provided in the Agreement's Special Terms and Conditions with Addendum "A" attached thereto in order to align it with the drilling obligation timeframe contained in the Second Amendment of Pooling Agreement for the Cortes Bank State Unit, GLO Unit No. 10427; and

WHEREAS, the Commissioner of the General Land Office finds that amending said Agreement as approved by the School Land Board is in the best interests of the State of Texas:

NOW THEREFORE, in consideration of the premises and of the mutual agreements contained in the Agreement and the Addendum "A" attached thereto, it is agreed that the Agreement and the Addendum "A" attached thereto be and are hereby amended by deleting in its entirety the original Addendum "A" attached to the Agreement. All State lands within the Sunset State 58 13-24 Unit will be drilled and operated according to the drilling obligation timeframe of the Cortes Bank State Unit, GLO Unit No. 10427 which provides for wells to be drilled anywhere within the Cortes Bank State Unit to satisfy such drilling obligation timeline.

This First Amendment shall in all other respects remain subject to the terms and provisions of the Agreement as amended and replaced pursuant to this First Amendment.

Nothing in this First Amendment, nor the approval of this First Amendment by the School Land Board, nor the execution of this First Amendment 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; or (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.

This First Amendment of Pooling 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 First Amendment of Pooling Agreement are executed, the executed pages, together with the pages necessary to show acknowledgments, may be combined with the other pages of this First Amendment of Pooling Agreement to form what shall be deemed and treated as a single original instrument showing execution by all parties thereto.

IN WITNESS WHEREOF, the parties hereto have executed this First Amendment of Pooling Agreement upon the respective dates indicated below but effective as of May 7, 2019.

DocuSign Envelope ID: 25A6E5B4-3C44-4277-8202-28F8F6A171DC

Date Executed 11/8/24

STATE OF TEXAS

Content ME DS
Legal
Leasing DBO

By: _____
MARK A. HAVENS, CHIEF CLERK/DEPUTY COMMISSIONER
TEXAS GENERAL LAND OFFICE

CERTIFICATE

I, Linda Quintanilla, 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 21st day of September 2021, 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 8th day of November, 2021.

Linda Quintanilla
Secretary of the School Land Board

Date Executed 10/19/2021

EOG RESOURCES, INC.

By: _____
Matthew W. Smith, Agent and Attorney-in-Fact

SY

STATE OF TEXAS §
§
COUNTY OF MIDLAND §

This instrument was acknowledged before me on October 19, 2021, by Matthew W. Smith, as Agent and Attorney-in-Fact for EOG Resources, Inc. a Delaware corporation, on behalf of said corporation.

SARAH TISDALE SEMER
Notary Public, State of Texas
Comm. Expires 03-29-2024
Notary ID 128936570

_____
Notary Public in and for the State of Texas

12-92-01

26

File No. MF115987

Reeves County

Unit 9509 - Amended Sunset State 5813-24 Unit

Date Filed: 05/13/2022

George P. Bush, Commissioner

By JM

THIRD AMENDMENT OF POOLING AGREEMENT

CORTES BANK STATE UNIT
GLO UNIT NO. 10427
REEVES COUNTY, TEXAS

WHEREAS, on November 19, 2019, the application for the Cortes Bank State Unit ("Unit") was presented to and approved by the School Land Board of the State of Texas pursuant to the provisions of Subchapter E, Chapter 52, of the Texas Natural Resources Code; and

WHEREAS, pursuant to such approval, Jetta Permian, LP, Atlantic Resources Holding Co., LLC, North Reeves Development LLC, and the Commissioner of the General Land Office of the State of Texas entered into that certain Pooling Agreement dated to be effective as of January 1, 2020 ("Agreement"), to pool certain State lands into the Unit, which covers 9,454.86 acres in Reeves County, Texas, as more particularly described in said Agreement on file in the Archives and Records of the Texas General Land Office, Aust in , Texas. in Mineral File No. M-115987; and

WHEREAS, effective as of April 1, 2020, Texas Independent Exploration Limited succeeded to Atlantic Resources Holding Co., LLC's and North Reeves Development LLC's interests in the lands subject to the Unit; and

WHEREAS, on April 21, 2020, the School Land Board approved an application to amend the drilling commitment dates for the Unit wells as contained and provided in the Agreement's Special Terms and Conditions with Addendum "A" attached thereto; and

WHEREAS, pursuant to such approval, Jetta Permian, LP and Texas Independent Exploration Limited and the Commissioner of the General Land Office of the State of Texas entered into that certain First Amendment of Pooling Agreement for such Unit, which amended the drilling commitment dates for the Unit as more particularly described in the First Amendment of Pooling Agreement on file in the Archives and Records of the Texas General Land Office, Austin, Texas, in Mineral File M-115987; and

WHEREAS, EOG Resources, Inc. is now the successor owner and operator of the Unit; and

WHEREAS, on June 28, 2021 the School Land Board approved an application to further amend the drilling commitment dates for the Unit wells as contained and provided in the Agreement's Special Terms and Conditions with Addendum "A" attached thereto; and

WHEREAS, pursuant to such approval, EOG Resources, Inc. and the Commissioner of the General Land Office of the State of Texas entered into that Second Amendment of Pooling

Agreement for such Unit, which further amended the drilling commitment dates for the Unit as more particularly described in the Second Amendment of Pooling Agreement on file in the Archives and Records of the Texas General Land Office, Austin, Texas, in Mineral File M-115987; and

WHEREAS, on March 1, 2022 the School Land Board approved an application to amend the allocation formula for wells producing oil or gas from the Unit by deleting paragraph 4(c) and paragraph 5 of the Unit entitled "Allocation of Production" in their entirety and adopting a new paragraph 4(c) and paragraph 5 as set forth below; and

WHEREAS, the Commissioner of the General Land Office finds that further amending said Agreement as approved by the School Land Board is in the best interests of the State of Texas:

NOW THEREFORE, in consideration of the premises and of the mutual agreements contained in the Agreement and the Addendum "A" attached thereto, it is agreed that the Agreement and the Addendum "A" attached thereto be and are hereby amended by deleting paragraphs 4(c) and paragraph 5 of the Agreement in their entirety and replacing them with the following paragraphs 4(c) and paragraph 5:

"4(c). Production of the pooled mineral from the unit allocated to the tracts as set forth in paragraph 5, as hereinafter provided, shall be deemed to have been produced from each tract comprising the Cortes Bank State 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, other than the allocation of production to interest owners, which shall be governed by the terms of paragraph 5 below."

"5. ALLOCATION OF PRODUCTION: The leases listed on Exhibit "A" attached to **Addendum "A"** have previously been pooled into seven existing pooled units ("Sub-Units"). Each existing Sub-Unit contains an initial well. For the purpose of computing the share of production of the pooled mineral to which each interest owner shall be entitled from additional wells drilled within these Sub-Units, there shall be allocated to each interest owner within the Sub-Unit on which each well is drilled the same division of interest as they are entitled to receive from the initial well on the Sub-Unit. For the purpose of computing the share of production of the pooled mineral to which each interest owner shall be entitled to receive from wells drilled within the Unit but outside of any Sub-Unit, production of the pooled mineral shall be allocated on the basis of each interest owner's ownership of the drillsite tract for such wells, unless the School Land Board shall approve of one or more additional Sub-Units including such wells, in which case production of the pooled mineral shall be paid on the basis of the allocation formula adopted for such new Sub-Unit(s)."

Addendum "A" attached to the Second Amendment of Pooling Agreement is also

deleted in its entirety and replaced with **Addendum "A"** attached to this Third Amendment of Pooling Agreement ("Third Amendment").

It is further agreed that within Paragraph 11 of the Agreement (entitled DISSOLUTION) the name "Winkler County" shall be deleted and replaced with "Reeves County".

This Third Amendment shall in all other respects remain subject to the terms and provisions of the Agreement together with the Special Terms and Conditions contained in the **Addendum "A"**, as amended and replaced pursuant to this Third Amendment.

Nothing in this Third Amendment, nor the approval of this Third Amendment by the School Land Board, nor the execution of this Third Amendment 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; or (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.

This Third Amendment of Pooling 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 Third Amendment of Pooling Agreement are executed, the executed pages, together with the pages necessary to show acknowledgments, may be combined with the other pages of this Third Amendment of Pooling Agreement to form what shall be deemed and treated as a single original instrument showing execution by all parties thereto.

IN WITNESS WHEREOF, the parties hereto have executed this Third Amendment of Pooling Agreement upon the respective dates indicated below but effective as of March 1, 2022.

DocuSign Envelope ID: F04A9CCF-261C-4B48-BD2F-D8320C6B9BB1

Date Executed: 3/22/22

STATE OF TEXAS

BY: _____
MARK A. HAVENS, CHIEF CLERK
DEPUTY LAND COMMISSIONER
GENERAL LAND OFFICE

Content: [illegible]
Min Leasing: DBO
Legal: [illegible]

CERTIFICATE

I, Linda Quintanilla, 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 1st day of March, 2022, 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 22nd day of March, 2022

Linda Quintanilla
Secretary of the School Land Board

Date Executed: March 1, 2022

EOG RESOURCES, INC.

By: _____

Name: Keith Trasko

Title: Vice President and General Manager

STATE OF TEXAS §
§
COUNTY OF MIDLAND §

This instrument was acknowledged before me on March 1, 2022, by Keith Trasko, Vice President and General Manager of EOG Resources, Inc. on behalf of said corporation.

SARAH TISDALE SEMER
Notary Public, State of Texas
Comm. Expires 03-29-2024
Notary ID 128936570

_____
Notary Public in and for the
STATE OF TEXAS

Attachment 1
to
THIRD AMENDMENT OF POOLING AGREEMENT

CORTES BANK STATE UNIT
GLO UNIT NO. 10427
REEVES COUNTY, TEXAS

See the following __3__ attached pages.

Addendum "A"
To that certain Pooling Agreement (GLO Unit No. 10427) for the Cortes Bank State Unit
("Agreement")

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

1. The pooled unit for the Cortes Bank State Unit ("Unit") shall consist of all of the lands herein described in the attached Exhibit "B" and depicted on the attached Exhibit "C". Lessee agrees to drill horizontal wells within the Unit in accordance with the "Drilling Obligation Timeframe", specifically defined below.

Drilling Obligation Timeframe:

Lessee shall have commenced actual Drilling Operations in the following manner:

1.	No fewer than four (4) new Unit wells	-	spud on or before December 31, 2021;
2.	No fewer than four (4) new Unit wells	-	spud on or before June 30, 2022;
3.	No fewer than five (5) new Unit wells	-	spud on or before June 30, 2023, and on or before June 30th of every year thereafter.

Commencing July 1, 2020, each specified time period of the Drilling Obligation Timeframe set forth above is referred to as a "Drilling Obligation Period" (i.e., the first Drilling Obligation Period begins on July 1, 2020 and continues through and includes December 31, 2021, the second Drilling Obligation Period begins on January 1, 2022 and continues through and includes June 30, 2022, the third Drilling Obligation Period begins on July 1, 2022 and continues through and includes June 30, 2023, etc.).

2. Once actual drilling operations have been commenced on a 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 an effort to prevent physical and economic waste, subject to the terms and provisions of the leases, and rules and regulations of the Texas Railroad Commission or any other applicable regulatory agency, Lessee shall make every effort to drill each horizontal well with the longest productive lateral reasonably possible within the boundaries of the Unit.

3. The leases listed on the attached Exhibit "A" have been previously pooled into seven existing pooled units. Each existing unit ("Sub-Unit") contains an initial unit well, which well shall be excluded from this Unit. Two existing wells were drilled and completed as lease wells, which wells shall also be excluded from this Unit. All royalties

from each existing Sub-Unit well and lease well shall continue to be paid at the current division of interest. The existing Sub-Unit wells and lease wells to be excluded from this Unit are identified on the attached Exhibit "E." In addition, production from all future wells drilled within the Sub-Units shall be allocated as set forth in paragraph 5 of the Agreement.

4. Should Lessee fail to meet the Drilling Obligation Timeframe, the Unit will remain in full force and effect as to any and all wells drilled and completed upon the Unit acreage, including the Sub-Unit and lease wells. However, the Unit will be reduced in size and only hold the amount of acreage as provided below:

Each horizontal well drilled in the Unit, including the Sub-Unit and lease wells, shall be credited with a specific number of retained acres as close as is reasonably practicable in the shape of a rectangle surrounding the well according to the following formula, where "A" is the credited acreage, and "L" is the treated lateral length in feet from the first take point to the last take point in the well bore:

$$0.032 \times L = A$$

However, if "A" is not evenly divisible by 20, then "A" shall be rounded upward to the next whole number that is evenly divisible by 20. For example, a horizontal well with a treated lateral length of 4,500 feet would be credited with 160 acres of retention (4,500 x 0.032 = 144, rounded up to 160).

5. Notwithstanding anything contained herein to the contrary, on June 30, 2030, the Unit will be reduced in size and only continue in force and effect as to the acreage amounts retained as provided in Paragraph 4 of this Addendum.

6. If at any time after Lessee fails to meet the Drilling Obligation Timeframe, or after June 30, 2030, any Section contained within the Unit boundary does not contain a producing horizontal well or is not being perpetuated by drilling or re-working operations or shut-in royalty payments for a period of six (6) consecutive months, then the non-producing Section will be removed from the Unit.

7. So long as Lessee continues to drill wells according to the schedule set forth in Paragraph 1 of this Addendum, then Lessee will retain the entire unitized interval for the Unit and all other depths currently owned by Lessee in the leases contributed to the Unit. However, on the earlier of the date that Lessee fails to meet the Drilling Obligation Timeframe or June 30, 2030, all the leases listed on Exhibit "A" as to the area then included in the Unit shall terminate as to all depths below 300 feet below the deepest depth reached by the horizontal lateral of the deepest well on each Sub-Unit measured between the first take point and the last take point, including the excluded Sub-Unit wells and lease wells.

8. If for any reason the established boundaries of the Unit must be amended, or any lands or leases within the Unit boundaries must be added or removed from the Unit, then all parties agree to execute an Amendment to the Pooling Agreement and file said Amendment of record. The parties hereby agree, if the established boundaries of the Unit, or the lands or leases included within, are reduced or amended for any reason, an updated allocation of production will be determined in accordance with Paragraph 5 of the Agreement, and the updated allocation of production will become effective as of the effective date of the Amendment to the Pooling Agreement.

9. If at the end of any Drilling Obligation Period, Lessee is engaged in drilling or completion operations on a Unit Well and if such Unit Well is completed within ninety (90) days after the end of the Drilling Obligation Period, then - if necessary to satisfy the Drilling Obligation Timeframe for the prior Drilling Obligation Period - such Unit Well will be considered to have been completed during such prior Drilling Obligation Period for purposes of this Agreement.

10. If the number of horizontal wells Lessee completes during any Drilling Obligation Period exceeds the number of wells set forth in the Drilling Obligation Timeframe for such Drilling Obligation Period, Lessee shall have the right to apply the excess (i.e. the positive difference between the aggregate number of horizontal wells Lessee actually completed during such Drilling Obligation Period and the number of wells set forth in the Drilling Obligation Timeframe for such Drilling Obligation Period) as a credit toward the number of wells needed for the next succeeding Drilling Obligation Period ("Credit"). The aggregate number of horizontal wells completed by Lessee during any given Drilling Obligation Period shall be computed as the horizontal wells actually completed during such Drilling Obligation Period , or in accordance with Paragraph 9 of this Addendum, plus any Credit Lessee has the right to apply toward the number of wells set forth in the Drilling Obligation Timeframe for such Drilling Obligation Period; provided, however, Lessee shall not be permitted to carry a Credit of more than two (2) horizontal wells forward from one Drilling Obligation Period to the next.

11. The terms and provisions of all Leases, terms and provisions of all Sub-Unit Pooling Agreements, and other contracts relating to exploration, drilling, development or operation for oil or gas on lands committed to this Agreement are hereby expressly modified and amended only to the extent necessary to make the same conform to the provisions here in ; and the Commissioner by his approval hereof does hereby establish, alter, change, and amend the drilling, producing and royalty requirements of the leases committed hereto to conform said requirements to the provisions of this Agreement. All terms and provisions of the leases and Sub-Unit Pooling Agreements which do not conflict with this Agreement shall remain unaltered.

End of Addendum "A"

Reeves County
Dianne O. Florez
Reeves County Clerk

Instrument Number: 2022003328

eRecording - Real Property

AMENDMENT

Recorded On: May 18, 2022 02:04 PM

Number of Pages: 10

" Examined and Charged as Follows: "

Total Recording: $58.00

********** 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:	2022003328
Receipt Number:	20220518000030
Recorded Date/Time:	May 18, 2022 02:04 PM
User:	Diana R
Station:	CLERK09

Record and Return To:

Simplifile

STATE OF TEXAS
COUNTY OF REEVES

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

Dianne O. Florez
Reeves County Clerk
Reeves County, TX

Dianne O. Florez

27.

File No. MF 115987

Reeves County

Recorded Copy Unit No. 10427 Cortes Bank State Unit 3rd Amendment

Date Filed: 05/23/2022

George P. Bush, Commissioner

By M2B

eog resources

ENERGY

xas 79702
686-3773

June 25, 2021

Texas General Land Office
Attn: Robert Hatter
1700 N Congress Avenue
Austin, TX 78701

Hand Delivered by Doug Dashiell

RE: **Pooling Agreement 10427**
Cortes Bank Unit
Reeves County, TX

Mr. Hatter:

Enclosed is a check for a six-month extension at the price of $500 per net acre totaling $2,492,961.12 for the Cortes Bank Unit (GLO Unit 10427). Should you have any questions, please contact Sherman Young, Land Advisor, at (432) 686-3791 or via email at sherman_young@eogresources.com.

Sincerely,

EOG RESOURCES, INC.

Sarah Tisdale Semer
Lead Land Tech
(432) 848-9074

9454 ac.

115987

EOG Resources, Inc.
P.O. Box 4362
Houston, TX 77210-4362

CHECK NO. 1193035367
VENDOR NO. 062038
PAGE 1 OF 1
DATE 06/24/21

TEXAS GENERAL LAND OFFICE
1700 NORTH CONGRESS AVE
AUSTIN, TX 78701

VOUCHER NO.	INVOICE NO.	INVOICE DATE	DESCRIPTION	NET AMOUNT
872890	JUN2421	06/24/21	ACQUIRED LEASEHOLD COST	2,492,961.12
			TOTAL CHECK AMOUNT	USD 2,492,961.12

21709835

121

DETACH AND RETAIN THIS STUB FOR YOUR RECORDS.

This blue check contains multiple fraud deterrent security features, all features detailed on back of check.

eog resources

EOG Resources, Inc.
P.O. Box 4362
Houston, TX 77210-4362

VENDOR NO. 062038

CITIBANK DELAWARE, NEW CASTLE DE 19720
62-20/311
No. 1193035367
06/24/21

21709835

Two million four hundred ninety two thousand nine hundred sixty one and 12/100 Dollars

******$2,492,961.12

NOT VALID AFTER 180 DAYS

PAY TO THE ORDER OF
TEXAS GENERAL LAND OFFICE
1700 NORTH CONGRESS AVE
AUSTIN, TX 78701

Robert L. West

OPERATIONS ACCOUNT

⑈1193035367⑈ [redacted] [redacted]

EOG RESOURCES, INC.
P.O. BOX 4362
HOUSTON, TEXAS 77210-4362

CHECK No. 1193048946
VENDOR No. 062038
08/30/21

2100008 01 SD T 5868 009 -P00008 C06

TEXAS GENERAL LAND OFFICE
1700 NORTH CONGRESS AVE
AUSTIN TX 78701

VOUCHER NO.	INVOICE NO.	INVOICE DATE	DESCRIPTION	NET AMOUNT
000891	AUG2421	08/24/21	ACQUIRED LEASEHOLD COST	180,753.89
			TOTAL CHECK AMOUNT USD	180,753.89

Energy Walk in

Cortes Bank Unit

22700328

rc

DETACH AND RETAIN THIS STUB FOR YOUR RECORDS.

eogresources

EOG RESOURCES, INC.
P.O. BOX 4362
HOUSTON, TEXAS 77210-4362

VENDOR No. 062038

62-20
311

No. 1193048946

22700328

08/30/21

$$$$$$$$$180,753.89

NOT VALID AFTER 6 MONTHS

PAY TO THE ORDER OF

TEXAS GENERAL LAND OFFICE
1700 NORTH CONGRESS AVE
AUSTIN, TX 78701

One Hundred Eighty Thousand Seven Hundred Fifty-three and 89/100 Dollars

Robert L. Wait
AUTHORIZED SIGNATURE

CITIBANK, N.A.
ONE PENN'S WAY, NEW CASTLE, DE 19720

OPERATIONS ACCOUNT

⑈1193048946⑈ [redacted]

File No. 115 987

_____ County

Extension Payments

Date Filed: 12/02/22

George P. Bush, Commissioner

By _____

DO NOT DESTROY

Texas General Land Office

UNIT AGREEMENT MEMO

UPA220301

Unit Number	10427				
Operator Name	Jetta Permian, LP			**Effective Date**	01/01/2020
Customer ID	C000089663			**Unitized For**	Oil And Gas
Unit Name	Cortes Bank State			**Unit Term**	
County 1	Reeves	**RRC District 1**	08	**Old Unit Number**	**Inactive Status Date**
County 2		**RRC District 2**			
County 3		**RRC District 3**			
County 4		**RRC District 4**			
Unit type	Standard				
State Net Revenue Interest	**Oil**	0.00000000			
State Part in Unit		0.00000000			
Unit Depth	Specified Depths		**Well**		
From Depth	Surface		**Formation**		
To Depth	300' TVD below the deepest depth reached by the horizontal lateral between the fTP and the LTP		**Participation Basis**	Other	

If Excluions Apply: See Remarks

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
MF115987		640.000000	9,397.630000	0.06810228	O/G	0.12500000	0.00851278	No
MF117032		640.200000	9,397.630000	0.06812356	O/G	0.12500000	0.00851544	
MF117291		545.750000	9,397.630000	0.05807315	O/G	0.12500000	0.00725914	
MF117490		4.500000	9,397.630000	0.00047884	O/G	0.12500000	0.00005986	
MF118189		320.100000	9,397.630000	0.03406178	O/G	0.12500000	0.00425772	
MF118455		1,304.710000	9,397.630000	0.13883394	O/G	0.12500000	0.01735424	No
MF118462		320.100000	9,397.630000	0.03406178	O/G	0.12500000	0.00425772	No
MF118546		102.800000	9,397.630000	0.01087272	O/G	0.12500000	0.00135909	No
MF118547		102.800000	9,397.630000	0.01093893	O/G	0.12500000	0.00136737	
MF118581		1,280.000000	9,397.630000	0.13620455	O/G	0.12500000	0.01702557	
MF118582		288.250000	9,397.630000	0.03067263	O/G	0.12500000	0.00383408	No
MF118594		20.000000	9,397.630000	0.00212820	O/G	0.12500000	0.00026602	No
MF118605		640.200000	9,397.630000	0.06812356	O/G	0.12500000	0.00851544	No
MF118623		280.000000	9,397.630000	0.02979475	O/G	0.12500000	0.00372434	No
MF118800		600.000000	9,397.630000	0.06384588	O/G	0.12500000	0.00798074	No
MF118840		20.000000	9,397.630000	0.00212820	O/G	0.12500000	0.00026602	
MF118861		80.000000	9,397.630000	0.00851278	O/G	0.25000000	0.00212820	No
MF118862		160.000000	9,397.630000	0.01702557	O/G	0.25000000	0.00425639	No
MF118864		642.220000	9,397.630000	0.06833851	O/G	0.25000000	0.01708463	No
MF118865		204.500000	9,397.630000	0.02176081	O/G	0.25000000	0.00544020	No
MF118872		640.000000	9,397.630000	0.06810228	O/G	0.25000000	0.01702557	No
MF119424		1.500000	9,397.630000	0.00015961	O/G	0.12500000	0.00001995	No
MF119485		520.000000	9,397.630000	0.05533310	O/G	0.06250000	0.00345832	No
MF120204		40.000000	9,397.630000	0.00423063	O/G	0.12500000	0.00052883	No

API Number

Remarks:

Prepared By:	Jm	***Prepared Date:***	07/15/2025
GLO Base Updated By:	Jm	***GLO Base Date:***	07/15/2025
RAM Approval By:	AD	***RAM Approval Date:***	07/15/2025
GIS By:	RL	***GIS Date:***	9/18/25
Well Inventory By:	Jm	***WI Date:***	07/15/2025

Pooling Committee Report

To: School Land Board ☐

Date of Board Meeting: 07/15/2025 **Unit Number:** 10427

Effective Date: 01/01/2020

Unit Expiration Date:

Applicant: EOG Resources, Inc.

Attorney Rep:

Operator: Jetta Permian, LP,

Unit Name: Cortes Bank State

Field Name: FORD, WEST (WOLFCAMP)

County: Reeves

Lease Type	Lease Number	Lease Royalty	Expiration Date	Lease Term	Lease Acres	Lease Acres In Unit	Royalty Participation
FR	MF119485	0.06250000		3 years	520.000000	520.000000	0.00345832
RAL	MF115987	0.12500000	09/03/2014	1 years	640.000000	640.000000	0.00851278
RAL	MF117032	0.12500000	07/02/2019	5 years	640.000000	640.200000	0.00851544
RAL	MF117291	0.12500000	12/01/2018	46 months	2,597.590500	545.750000	0.00725914
RAL	MF117490	0.12500000	10/04/2017	3 years	7.358000	4.500000	0.00005986
RAL	MF118189	0.12500000	09/06/2019	3 years	321.000000	320.100000	0.00425772
RAL	MF118455	0.12500000	01/11/2020	3 years	1,328.000000	1,304.710000	0.01735424
RAL	MF118462	0.12500000	12/01/2019	3 years	256.080000	320.100000	0.00425772
RAL	MF118546	0.12500000	02/10/2020	3 years	102.800000	102.800000	0.00135909
RAL	MF118547	0.12500000	02/16/2020	3 years	102.800000	102.800000	0.00136737
RAL	MF118581	0.12500000	03/08/2020	3 years	1,280.000000	1,280.000000	0.01702557
RAL	MF118582	0.12500000	02/14/2020	3 years	287.471010	288.250000	0.00383408

Private Acres:	0.000000
State Acres:	9397.630000
Total Unit Acres:	9397.630000

Participation Basis:	Other
Surface Acreage	
State Acreage:	0.00%
State Net Revenue Interest:	0.00%

Unit Type:	**Unitized for:**
Standard	Oil And Gas
Term:	

RRC Rules:	**Spacing Acres:**
Yes	1,820 acres for a 10,000 foot lateral (FTP to LTP).

Pooling Committee Report

To: School Land Board

Date of Board Meeting: 07/15/2025

Unit Number: 10427

Effective Date: 01/01/2020

Unit Expiration Date:

Applicant: EOG Resources, Inc.

Attorney Rep:

Operator: Jetta Permian, LP,

Unit Name: Cortes Bank State

Field Name: FORD, WEST (WOLFCAMP)

Lease Type	Lease Number	Lease Royalty	Expiration Date	Lease Term	Lease Acres	Lease Acres In Unit	Royalty Participation
RAL	MF118594	0.12500000	12/20/2019	3 years	20.000000	20.000000	0.00026602
RAL	MF118605	0.12500000	07/02/2019	816 days	640.200000	640.200000	0.00851544
RAL	MF118623	0.12500000	04/10/2020	3 years	279.986660	280.000000	0.00372434
RAL	MF118800	0.12500000	09/21/2020	3 years	600.000000	600.000000	0.00798074
RAL	MF118840	0.12500000	06/30/2020	3 years	20.000000	20.000000	0.00026602
RAL	MF119424	0.12500000	03/21/2021	3 years	5.247080	1.500000	0.00001995
RAL	MF120204	0.12500000	09/21/2020	3 years	40.000000	40.000000	0.00052883
U Fee	MF118861	0.25000000	08/01/2020	3 years	80.000000	80.000000	0.00212820
U Fee	MF118862	0.25000000	08/01/2020	3 years	160.000000	160.000000	0.00425639
U Fee	MF118864	0.25000000	08/01/2020	3 years	640.000000	642.220000	0.01708463
U Fee	MF118865	0.25000000	08/01/2020	3 years	240.000000	204.500000	0.00544020
U Fee	MF118872	0.25000000	08/01/2020	3 years	640.000000	640.000000	0.01702557

Private Acres:	0.000000
State Acres:	9397.630000
Total Unit Acres:	9397.630000

Participation Basis:	Other
Surface Acreage	
State Acreage:	0.00%
State Net Revenue Interest:	0.00%

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

RRC Rules:	Spacing Acres:
Yes	1,820 acres for a 10,000 foot lateral (FTP to LTP).

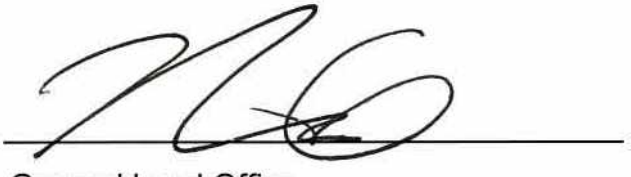
Working File Number: □

REMARKS:

- EOG Resources, Inc. is requesting to amend the Cortes Bank State Unit which was approved by the School Land Board on November 19, 2019 and amended on April 1, 2020, June 28, 2021, and March 1, 2022.
- The fourth amendment is to correct the total unit acreage from 9,454.86 acres to 9,397.63 acres as a result of a survey completed for current drilling in the unit.

POOLING COMMITTEE RECOMMENDATION:

The Pooling Committee recommends Board approval of the fourth amendment of the Cortes Bank State Unit under the above-stated provisions.



General Land Office

6-12-25

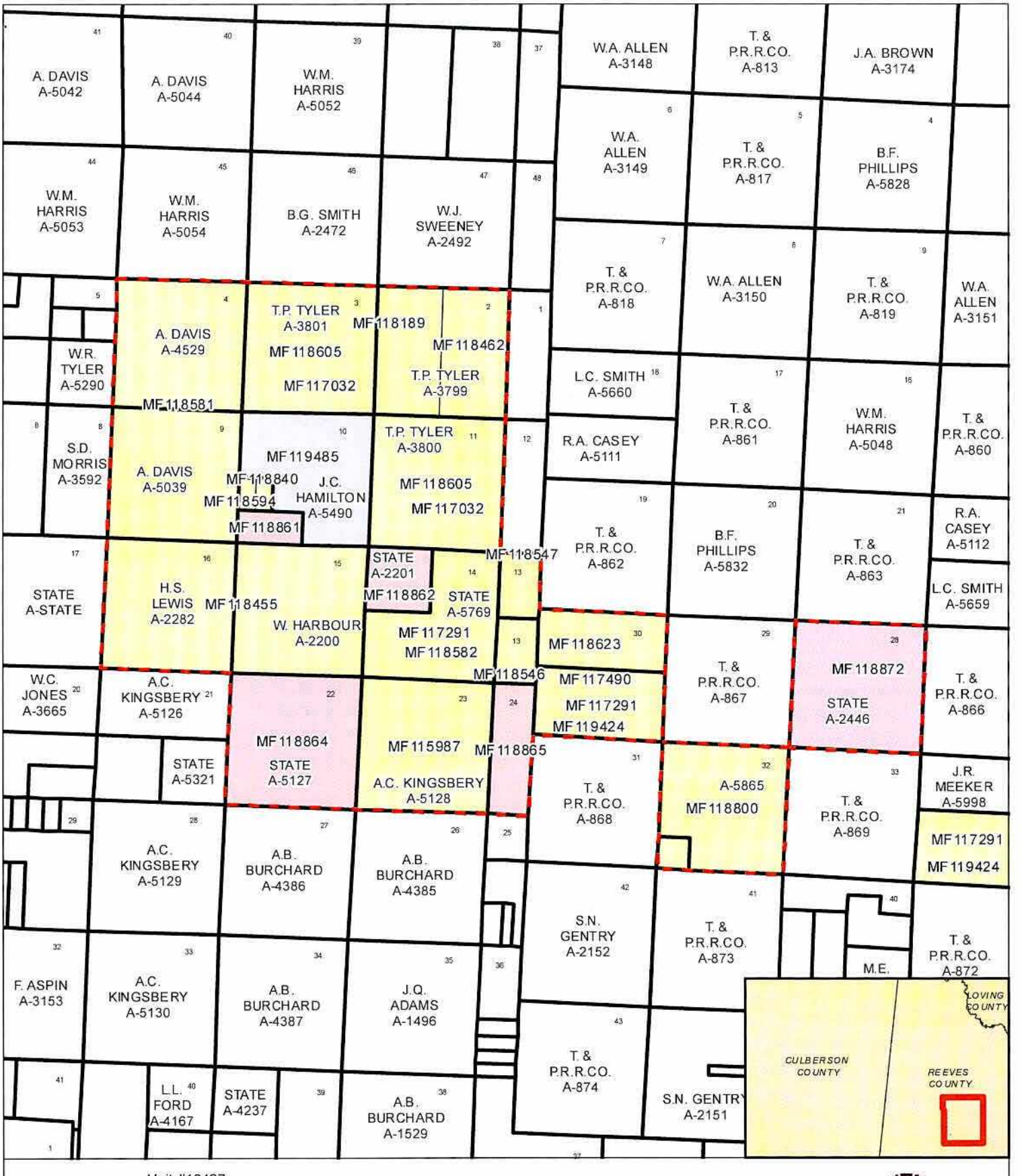
Date

Office of the Governor

Date

Office of the Governor

Date



Unit #10427
EOG Resources, Inc.
Cortes Bank State Unit
Ford, West (Wolfcamp)
Reeves County, Texas

5,000 2,500 0 5,000 Feet

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

Map Generated by:
Mark Conway
Geospatial Technology Services
November 2019

FOURTH AMENDMENT OF POOLING AGREEMENT

CORTES BANK STATE UNIT
GLO UNIT NO. 10427
REEVES COUNTY, TEXAS

WHEREAS, on November 19, 2019, the application for the Cortes Bank State Unit ("Unit") was presented to and approved by the School Land Board of the State of Texas pursuant to the provisions of Subchapter E, Chapter 52, of the Texas Natural Resources Code; and

WHEREAS, pursuant to such approval, Jetta Permian, LP, Atlantic Resources Holding Co., LLC, North Reeves Development LLC, and the Commissioner of the General Land Office of the State of Texas entered into that certain Pooling Agreement dated to be effective as of January 1, 2020 ("Agreement"), to pool certain State lands into the Unit, which purported to cover 9,454.86 acres in Reeves County, Texas, as more particularly described in said Agreement on file in the Archives and Records of the Texas General Land Office, Austin, Texas, in Mineral File No. M-115987; and

WHEREAS, effective as of April 1, 2020, Texas Independent Exploration Limited succeeded to Atlantic Resources Holding Co., LLC's and North Reeves Development LLC's interests in the lands subject to the Unit; and

WHEREAS, on April 21, 2020, the School Land Board approved an application to amend the drilling commitment dates for the Unit wells as contained and provided in the Agreement's Special Terms and Conditions with Addendum "A" attached thereto; and

WHEREAS, pursuant to such approval Jetta Permian, LP and Texas Independent Exploration Limited and the Commissioner of the General Land Office of the State of Texas entered into that First Amendment of Pooling Agreement for such Unit, which amended the drilling commitment dates for the Unit as more particularly described in the First Amendment of Pooling Agreement on file in the Archives and Records of the Texas General Land Office, Austin, Texas, in Mineral File M-115987; and

WHEREAS, EOG Resources, Inc. is now the successor owner and operator of the Unit; and

WHEREAS, on June 28, 2021 the School Land Board approved an application to further amend the drilling commitment dates for the Unit Wells as contained and provided in the Agreement's Special Terms and Conditions with Addendum "A" attached thereto; and

WHEREAS, pursuant to such approval, EOG Resources, Inc and the Commissioner of the General Land Office of the State of Texas entered into that Second Amendment of Pooling Agreement for such Unit, which further amended the drilling commitment dates for the Unit as more particularly described in the Second Amendment of Pooling Agreement on file in the Archives and Records of the Texas General Land Office, Austin, Texas, in Mineral File M-115987 ("Second Amendment"); and

WHEREAS, on March 1, 2022 the School Land Board approved an application to amend the allocation formula for wells producing oil or gas from the Unit, and amend Addendum "A" attached to the Second Amendment of Pooling Agreement; and

WHEREAS, pursuant to such approval, EOG Resources, Inc and the Commissioner of the General Land Office of the State of Texas entered into that Third Amendment of Pooling Agreement for such Unit, which amended the allocation formula for wells producing oil or gas from the Unit by deleting paragraph 4(c) and paragraph 5 of the Agreement in their entirety and adopting a new paragraph 4(c) and paragraph 5 of the Agreement, such new paragraphs being more particularly described the Third Amendment of Pooling Agreement on file in the Archives and Records of the Texas General Land Office, Austin, Texas, in Mineral File M-115987 (the "Third Amendment"), and amended Addendum "A" attached to the Second Amendment of Pooling Agreement by deleting such Addendum "A" in its entirety and adopting a new Addendum "A", such new Addendum "A" being attached to the Third Amendment; and

WHEREAS, on July 15, 2025 the School Land Board approved an application to amend Exhibit "B" of the Agreement to amend the acreage for: (i) Tract 12 from 664.33 acres of land, more or less, to 640.38 acres of land, more or less; (ii) Tract 13 from 640 acres of land, more or less, to 642.22 acres of land, more or less; (iii) Tract 20 from 240 acres of land, more or less, to 204.5 acres of land, more or less, and to amend the sum of the twenty-five (25) tracts described therein from 9,454.86 acres, more or less, to 9,397.63 acres, more or less; and

WHEREAS, the Commissioner of the General Land Office of the State of Texas finds that further amending said Agreement as approved by the School Land Board is in the best interests of the State of Texas:

NOW THEREFORE, in consideration of the premises and of the mutual agreements contained in the Agreement, it is agreed that the Agreement and Exhibit "B" attached thereto be and are hereby amended by deleting in its entirety the original Exhibit "B" attached to the Agreement and replacing it with **Attachment 1** attached to this Fourth Amendment of Pooling Agreement ("Fourth Amendment").

This Fourth Amendment shall in all other respects remain subject to the terms and provisions of the Agreement, as amended by the Third Amendment.

Nothing in this Fourth Amendment, nor the approval of this Fourth Amendment by the School Land Board, nor the execution of this Fourth Amendment 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; or (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.

This Fourth Amendment of Pooling 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 Fourth Amendment of Pooling Agreement are executed, the executed pages, together with the pages necessary to show acknowledgments, may be combined with the other pages of this Fourth Amendment of Pooling Agreement to form what shall be deemed and treated as a single original instrument showing execution by all parties thereto.

IN WITNESS WHEREOF, the parties hereto have executed this Fourth Amendment of Pooling Agreement upon the respective dated indicated below but effective as of July 15, 2025.

[The remainder of this page is intentionally left blank]

Docusign Envelope ID: 9FB58924-A0F4-4844-BE77-2AC0EA02D230

Date Executed 8/1/2025

INTEREST OWNER:
STATE OF TEXAS

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

Approved:

cont. (initial) CB

MM (DB) DBO

OGC (DB) EM

DCC (DB)

CC (initial)

CERTIFICATE

I, Vicki Gonzales, 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 15th day of July 2025, 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 1st day of August, 2025.

Secretary of the School Land Board

Date Executed: 06/05/2025

EOG RESOURCES, INC.

BY: _____

Name: Katie L. Jirasek

Title: Attorney-In-Fact

STATE OF TEXAS §
§
COUNTY OF Midland §

This instrument was acknowledged before me on June 5th, 2025, by Katie L. Jirasek as Attorney-In- Fact of EOG Resources, Inc. on behalf of said corporation.

VIVIANA M BELTRAN
Notary Public, State of Texas
Comm. Expires 03-06-2027
Notary ID 126673991

_____
Notary Public in and for the
STATE OF TEXAS

52.21.9

Attachment 1

to

FOURTH AMENDMENT OF POOLING AGREEMENT

CORTES BANK STATE UNIT
GLO UNIT NO. 10427
REEVES COUNTY, TEXAS

See the following attached page.

32.61.9

EXHIBIT "B"

Attached to and made part of that certain Pooling Agreement for the Cortes Bank State Unit, GLO Unit No. 10427, Reeves County, Texas

Tract 1: 640 acres of land, more or less, being all of Section 4, Block 58, PSL Survey

Tract 2: 640 acres of land, more or less, being all of Section 9, Block 58, PSL Survey

Tract 3: 640.2 acres of land, more or less, being all of Section 3, Block 58, PSL Survey

Tract 4: 520 acres of land, more or less, being the N/2, SE/4, and the NE/4 SW/4 of Section 10, Block 58, PSL Survey

Tract 5: 20 acres of land, more or less, being the W2 NW/4 SW/4 of Section 10, Block 58, PSL Survey

Tract 6: 20 acres of land, more or less, being the E2 NW/4 SW/4 of Section 10, Block 58, PSL Survey

Tract 7: 80 acres of land, more or less, being the S/2 SW/4 of Section 10, Block 58, PSL Survey

Tract 8: 320.1 acres of land, more or less, being the W/2 of Section 2, Block 58, PSL Survey

Tract 9: 320.1 acres of land, more or less, being the E/2 of Section 2, Block 58, PSL Survey

Tract 10: 640.2 acres of land, more or less, being all of Section 11, Block 58, PSL Survey

Tract 11: 664.33 acres of land, more or less, being all of Section 16, Block 58, PSL Survey

Tract 12: 640.38 acres of land, more or less, being all of Section 15, Block 58, PSL Survey

Tract 13: 642.22 acres of land, more or less, being all of Section 22, Block 58, PSL Survey

Tract 14: 160 acres of land, more or less, being the NW/4 of Section 14, Block 58, PSL Survey

Tract 15: 160 acres of land, more or less, being the SW/4 of Section 14, Block 58, PSL Survey

Tract 16: 320 acres of land, more or less, being the E/2 of Section 14, Block 58, PSL Survey

Tract 17: 102.8 acres of land, more or less, being the N/2 of Section 13, Block 58, PSL Survey

Tract 18: 102.8 acres of land, more or less, being the S/2 of Section 13, Block 58, PSL Survey

Tract 19: 640 acres of land, more or less, being all of Section 23, Block 58, PSL Survey

Tract 20: 204.5 acres of land, more or less, being all of Section 24, Block 58, PSL Survey

Tract 21: 280 acres of land, more or less, being the North 7/16ths of Section 30, Block 55, T5S, T&P Ry. Co. Survey

Tract 22: 360 acres of land, more or less, being the South 9/16ths of Section 30, Block 55, T5S, T&P Ry. Co. Survey

Tract 23: 600 acres of land, more or less, being all of Section 32, Block 55, T5S, T&P Ry. Co. Survey, save and except 40 acres of land, more or less, being the SW/4 SW/4 of said Section 32

Tract 24: 40 acres of land, more or less, being the SW/4 SW/4 of Section 32, Block 55, T5S, T&P Ry. Co. Survey

Tract 25: 640 acres of land, more or less, being all of Section 28, Block 55, T5S, T&P Ry. Co. Survey

The sum of the individual tracts described above contain 9,397.63 acres, more or less, and comprise in entirety the lands to be included in the Cortes Bank State Unit. All lands described herein are located in Reeves County, Texas.

END OF EXHIBIT "B"

5.2.19

Certificate Of Completion

Envelope Id: 9FB58924-A0F4-4844-BE77-2AC0EA02D230
Status: Completed
Subject: Energy Resources: 10427 4th Amendment EOG Cortes State Bank
Source Envelope:
Document Pages: 8
Signatures: 0
Certificate Pages: 2
Initials: 5
AutoNav: Enabled
EnvelopeId Stamping: Enabled
Time Zone: (UTC-06:00) Central Time (US & Canada)

Envelope Originator:
Conroy Swan
1700 Congress Ave
Austin, TX 78701
conroy.swan@glo.texas.gov
IP Address: 136.226.12.176

Record Tracking

Status: Original
7/15/2025 1:34:41 PM
Holder: Conroy Swan
conroy.swan@glo.texas.gov
Location: DocuSign

Signer Events	Signature	Timestamp
Chase Brockman chase.brockman@glo.texas.gov Security Level: Email, Account Authentication (None)	Initial Signature Adoption: Pre-selected Style Using IP Address: 136.226.12.172	Sent: 7/15/2025 1:36:24 PM Viewed: 7/15/2025 1:37:24 PM Signed: 7/15/2025 1:37:40 PM
Electronic Record and Signature Disclosure: Not Offered via Docusign		
Dustin Oslick dustin.oslick@glo.texas.gov Texas General Land Office Security Level: Email, Account Authentication (None)	DS Signature Adoption: Drawn on Device Using IP Address: 136.226.13.57	Sent: 7/15/2025 1:37:42 PM Viewed: 7/15/2025 1:40:14 PM Signed: 7/15/2025 1:40:41 PM
Electronic Record and Signature Disclosure: Not Offered via Docusign		
Ken Mills Ken.Mills@GLO.TEXAS.GOV Attorney Texas General Land Office Security Level: Email, Account Authentication (None)	DS Signature Adoption: Pre-selected Style Using IP Address: 2600:1700:280:2e30:658e:e93a:afa6:a066	Sent: 7/15/2025 1:40:44 PM Viewed: 7/24/2025 5:20:27 PM Signed: 7/24/2025 6:17:24 PM
Electronic Record and Signature Disclosure: Not Offered via Docusign		
Adrian Piloto adrian.piloto@glo.texas.gov Senior Deputy Director Texas General Land Office Security Level: Email, Account Authentication (None)	DS Signature Adoption: Pre-selected Style Using IP Address: 99.129.100.139	Sent: 7/24/2025 6:17:26 PM Viewed: 7/28/2025 7:16:36 AM Signed: 7/28/2025 7:16:44 AM
Electronic Record and Signature Disclosure: Not Offered via Docusign		

Signer Events	Signature	Timestamp
Jennifer G. Jones jennifer.jones@glo.texas.gov Chief Clerk Security Level: Email, Account Authentication (None)	Initial Signature Adoption: Pre-selected Style Using IP Address: 204.65.210.243	Sent: 7/28/2025 7:16:46 AM Viewed: 7/28/2025 4:49:11 PM Signed: 7/28/2025 4:49:20 PM

Electronic Record and Signature Disclosure:
Not Offered via Docusign

In Person Signer Events	Signature	Timestamp

Editor Delivery Events	Status	Timestamp

Agent Delivery Events	Status	Timestamp

Intermediary Delivery Events	Status	Timestamp

Certified Delivery Events	Status	Timestamp

Carbon Copy Events	Status	Timestamp
Lindy Vasquez-Gordineer Lindy.Vasquez-Gordineer@glo.texas.gov Security Level: Email, Account Authentication (None)	COPIED	Sent: 7/15/2025 1:36:23 PM

Electronic Record and Signature Disclosure:
Not Offered via Docusign

Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	7/15/2025 1:36:24 PM
Certified Delivered	Security Checked	7/28/2025 4:49:11 PM
Signing Complete	Security Checked	7/28/2025 4:49:20 PM
Completed	Security Checked	7/28/2025 4:49:20 PM

Payment Events	Status	Timestamps

29

File No. MF115987

Reeves County

Fourth Amend Unit 10427

Date Filed: 8-11-25

Commissioner Dawn Buckingham, M.D.

By: CRB

DO NOT DESTROY

Texas General Land Office

UNIT AGREEMENT MEMO

UPA210222

Unit Number	9509				
Operator Name	EOG Resources, Inc.			**Effective Date**	05/07/2019
Customer ID	C000027065			**Unitized For**	Oil And Gas
Unit Name	Sunset State 58 13-24			**Unit Term**	
County 1	Reeves	**RRC District 1**	08	**Old Unit Number**	**Inactive Status Date**
County 2		**RRC District 2**			
County 3		**RRC District 3**			
County 4		**RRC District 4**			
Unit type	Standard				
State Net Revenue Interest	**Oil** 0.15196943				
State Part in Unit	1.00000000				
Unit Depth	Specified Depths	**Well**			
From Depth	Surface	**Formation**			
To Depth	300' TVD below the deepest depth reached by the horizontal lateral between FTP and LTP	**Participation Basis**	Surface Acreage		

If Excluions Apply: See Remarks

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
MF115987		640.620000	1,689.830000	0.37910322	O/G	0.12500000	0.04738790	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
MF117291		191.760000	1,689.830000	0.11347887	O/G	0.12500000	0.01418486	
MF118546		102.230000	1,689.830000	0.06049721	O/G	0.12500000	0.00756215	No
MF118547		102.170000	1,689.830000	0.06046170	O/G	0.12500000	0.00755771	
MF118582		288.460000	1,689.830000	0.17070356	O/G	0.12500000	0.02133795	No
MF118862		160.090000	1,689.830000	0.09473734	O/G	0.25000000	0.02368434	No
MF118865		204.500000	1,689.830000	0.12101809	O/G	0.25000000	0.03025452	No

API Number
4238937389

Remarks:

Prepared By:	Jm	**Prepared Date:**	07/15/2025
GLO Base Updated By:	Jm	**GLO Base Date:**	07/15/2025
RAM Approval By:	AD	**RAM Approval Date:**	07/15/2025
GIS By:	RC	**GIS Date:**	9/18/25
Well Inventory By:	Jm	**WI Date:**	07/15/2025

Pooling Committee Report

To: School Land Board

UPA210222

Date of Board Meeting: 07/15/2025

Unit Number: 9509

Effective Date: 05/07/2019

Unit Expiration Date:

Applicant: EOG Resources, Inc.

Attorney Rep:

Operator: EOG Resources, Inc.,

Unit Name: Sunset State 58 13-24

Field Name: FORD, WEST (WOLFCAMP)

County: Reeves

Lease Type	Lease Number	Lease Royalty	Expiration Date	Lease Term	Lease Acres	Lease Acres In Unit	Royalty Participation
RAL	MF115987	0.12500000	09/03/2014	1 years	640.000000	640.620000	0.04738790
RAL	MF117291	0.12500000	12/01/2018	46 months	2,597.590500	191.760000	0.01418486
RAL	MF118546	0.12500000	02/10/2020	3 years	102.800000	102.230000	0.00756215
RAL	MF118547	0.12500000	02/16/2020	3 years	102.800000	102.170000	0.00755771
RAL	MF118582	0.12500000	02/14/2020	3 years	287.471010	288.460000	0.02133795
U Fee	MF118862	0.25000000	08/01/2020	3 years	160.000000	160.090000	0.02368434
U Fee	MF118865	0.25000000	08/01/2020	3 years	240.000000	204.500000	0.03025452

Private Acres:	0.000000
State Acres:	1689.830000
Total Unit Acres:	1689.830000

Participation Basis:	Surface Acreage
Surface Acreage	
State Acreage:	100.00%
State Net Revenue Interest:	15.20%

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

RRC Rules:	Spacing Acres:
Yes	1,820 acres for a 10,000 foot lateral (FTP to LTP).

Working File Number: UPA210222

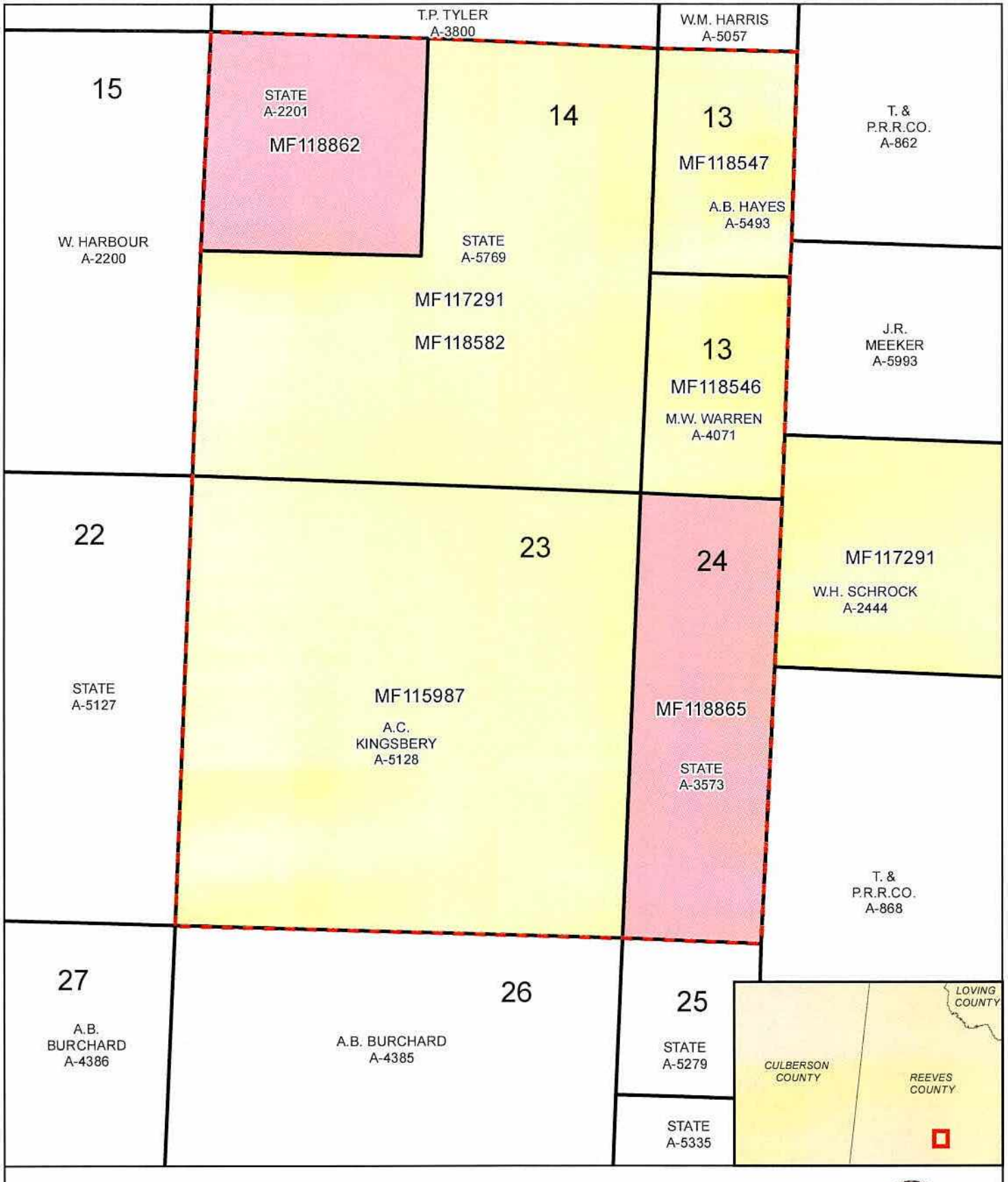
REMARKS:

- EOG Resources, Inc. is requesting to amend the Sunset State 58-13-24 Unit which was approved by the School Land Board on May 7, 2019 and amended on September 21, 2021.
- The second amendment is to correct the total unit acreage from 1,725.60 acres to 1,690.10 acres as a result of a survey completed for current drilling in the unit.
- The acreage correction will change the State's unit royalty participation from 15.39% to 15.20%.
- The applicant spud six unit wells in April 2025 within this unit.

POOLING COMMITTEE RECOMMENDATION:

The Pooling Committee recommends Board approval of the second amendment of the Sunset State 58 13-24 Unit under the above-stated provisions.

General Land Office	6-12-25 Date
Office of the Governor	Date
Office of the Governor	Date



Unit #9509
EOG Resources, Inc.
Sunset State 5813-24 Unit
Ford, West (Wolfcamp) Field
Reeves County, 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
May 2019

SECOND AMENDMENT OF POOLING AGREEMENT
EOG RESOURCES, INC.
SUNSET STATE 58 13-24
GLO UNIT NO. 9509
REEVES COUNTY, TEXAS

WHEREAS, on May 7, 2019, the application for the Sunset State 58 13-24 Unit ("Unit") was presented to and approved by the School Land Board of the State of Texas pursuant to the provisions of Subchapter E, Chapter 52, of the Texas Natural Resources Code; and

WHEREAS, pursuant to such approval, Jetta Permian, LP, *et al.*, and the Commissioner of the General Land Office of the State of Texas entered into that certain Pooling Agreement dated to be effective as of May 7, 2019 ("Agreement"), to pool certain State lands into the Unit, which purported to cover 1,725.60 acres in Reeves County, Texas, as more particularly described in said Agreement on file in the Archives and Records of the Texas General Land Office, Austin, Texas, in Mineral File No. M-115987; and

WHEREAS, EOG Resources, Inc. is now the successor owner and operator of the Unit; and

WHEREAS, on September 21, 2021, the School Land Board approved an application to amend the drilling commitment dates for the Unit wells as contained and provided in the Agreement's Special Terms and Conditions with Addendum "A" attached thereto in order to align it with the drilling obligation timeframe contained in the Second Amendment of Pooling Agreement for the Cortes Bank State Unit, GLO Unit No. 10427 on file in the Archives and Records of the Texas General Land Office, Austin, Texas, in Mineral File No. M-115987; and

WHEREAS, pursuant to such approval, EOG Resources, Inc and the Commissioner of the General Land Office of the State of Texas entered into that First Amendment of Pooling Agreement for such Unit, which amended the drilling commitment dates for the Unit as more particularly described in the First Amendment of Pooling Agreement on file in the Archives and Records of the Texas General Land Office, Austin, Texas, in Mineral File M-115987 ("First Amendment"); and

WHEREAS, on July 15, 2025 the School Land Board approved an application to amend Exhibit "B" of the Agreement to amend the acreage for Tract 6 from 240 acres of land, more or less, to 204.50 acres of land, more or less, and to amend the sum of the six (6) tracts described therein from 1,725.6 acres of land, more or less, to 1,690.1 acres of land, more or less; and

WHEREAS, the Commissioner of the General Land Office of the State of Texas finds that further amending said Agreement as approved by the School Land Board is in the best interests of the State of Texas:

NOW THEREFORE, in consideration of the premises and of the mutual agreements contained in the Agreement, it is agreed that the Agreement and Exhibit "B" attached thereto be and are hereby amended by deleting in its entirety the original Exhibit "B" attached to the Agreement and replacing it with **Attachment 1** attached to this Second Amendment of Pooling Agreement ("Second Amendment").

This Second Amendment shall in all other respects remain subject to the terms and provisions of the Agreement, as amended by the First Amendment.

Nothing in this Second Amendment, nor the approval of this Second Amendment by the School Land Board, nor the execution of this Second Amendment 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; or (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.

This Second Amendment of Pooling 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 Second Amendment of Pooling Agreement are executed, the executed pages, together with the pages necessary to show acknowledgments, may be combined with the other pages of this Second Amendment of Pooling Agreement to form what shall be deemed and treated as a single original instrument showing execution by all parties thereto.

IN WITNESS WHEREOF, the parties hereto have executed this Second Amendment of Pooling Agreement upon the respective dated indicated below but effective as of July 15, 2025.

Docusign Envelope ID: 014F8D24-D661-4408-A970-692186E7CFA8

Date Executed 8/11/2025

INTEREST OWNER:
STATE OF TEXAS

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

Approved:

cont. CB

MM DBO

OGC bM

DCC

CC

CERTIFICATE

I, Vicki Gonzales, 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 15th day of July 2025, 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 11 day of August, 2025.

Secretary of the School Land Board

Date Executed: 06/05/2025

EOG RESOURCES, INC.

BY: _____

Name: Katie L. Jirasek

Title: Attorney-In-Fact

STATE OF TEXAS §
§
COUNTY OF Midland §

This instrument was acknowledged before me on June 5th, 2025, by Katie L. Jirasek as Attorney-In- Fact of EOG Resources, Inc. on behalf of said corporation.

VIVIANA M BELTRAN
Notary Public, State of Texas
Comm. Expires 03-06-2027
Notary ID 126673991

_____
Notary Public in and for the
STATE OF TEXAS

52.21.9

Attachment 1

to

SECOND AMENDMENT OF POOLING AGREEMENT
EOG RESOURCES, INC.
SUNSET STATE 58 13-24
GLO UNIT NO. 9509
REEVES COUNTY, TEXAS

See the following attached page.

52.21.9

EXHIBIT "B"

SUNSET STATE 58 13-24
GLO UNIT NO. 9509
REEVES COUNTY, TEXAS

This Unit includes 1,690.1 acres of land, more or less, being more particularly described as six (6) tracts of land as follows to-wit:

Tract 1: 160 acres, more or less, being the NW/4 of Section 14, Block 58, PSL Survey, Reeves County, Texas;

Tract 2: 480 acres of land, more or less, being the E/2, SW/4 of Section 14, Block 58, PSL Survey, Reeves County, Texas;

Tract 3: 102.8 acres of land, more or less, being the N/2 of Section 13, Block 58, PSL Survey, Reeves County, Texas

Tract 4: 102.8 acres of land, more or less, being the S/2 of Section 13, Block 58, PSL Survey, Reeves County, Texas

Tract 5: 640 acres of land, more or less, being all of Section 23, Block 58, PSL Survey, Reeves County, Texas

Tract 6: 204.5 acres of land, more or less, being all of Section 24, Block 58, PSL Survey, Reeves County, Texas

END OF EXHIBIT "B"

30

File No. MF 115987

Reeves County

Unit 9509 - 2nd Amendment

Date Filed: 8-25-25

Commissioner Dawn Buckingham, M.D.

By: _____