

MF116326

#7779

DRR good to:
Leases A 1/23/23
B 1/23/23

Lease Type
RAL

Control
07-109032

Basefile
146979

County
REEVES

Survey T & P Ry Co

Block 57

Block Name

Township 2-S

Section/Tract 44

Land Part SW/4

Acres Net: 160.000000 Gross: 160.000000

Depth Below Depth Above Depth Other

0' 100' below Wolfcamp

Name BHP BILLITON PETROLEUM PROPERTIES (N.A.), LP

Lease Date 1/23/2014

Primary Term 5 years

Bonus \$240,000.00

Lease Royalty 0.12500000

Paid Up No

Leasing: [Signature]

Maps: [Signature]

GIS: [Signature]

Scanlab: _____



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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- 1 RAL Review Sheet 2/1/14
- 2 Lease A 2/26/14
- 3 Lease B 2/26/14
- 4 Consideration 2/20/14
- 5 Final Letter 5/13/14

Scanned sm 12/3/14
 See # 12 in M-112986 for the
 State Placer 57-TZ-44 2H 1/4-7[#] 7799

6. Division Order 6-3-16

Scanned pt 7-27-16

see MF112986 #21 Division Order

Scanned sm 10/31/2019

7. DRR payment + Form 3/22/21

8. Letter accepting DRR 3/22/21

Scanned sm 03/25/2021

9. Surface Damage Pmt 3-29-2021

Scanned JG 6/21/2021

see MF112986 #s 22+23 ^{Surface} Damage Pmt

Scanned W 11-3-2021

10. Dept's Release Request Ltr 10/11/23

11. Email correspondence w/ BPX 11/20/23

12. Assignment BPX to Permian 11/20/23

12. Assignment BPX to Permian 11/20/23

13. Assignment BPX to Andarko 11/20/23

Scanned WMM 11-21-2023

see MF065359 corrects d

assign # 113041

Scanned WMM 10-16-2024

RAL REVIEW SHEET

Working File #:	RAL145707	MF:	
Lessor:	Mett Oil & Gas	Lease Date:	01/23/2014
Lessee:	Bhp Billiton Petroleum Properties (N.a.), Lp	Gross Acres:	160.00
		Net Acres:	160.00

LEASE DESCRIPTION

County	Control #	Base File No	Part	Sec	Block	Twp	Survey	Abst No
Reeves	[REDACTED]	146979	SW/4	44	57	2-S	T & P Ry Co	5210

TERMS OFFERED

Primary Term:	5 Years			
Bonus / Acre:	\$2,500.00			
	2nd Yr	3rd Yr	4th Yr	5th Yr
Rental / Acre:	0.00	0.00	2,500.00	0.00
Royalty	0.250000			

TERMS RECOMMENDED

Primary Term:	5 Years			
Bonus / Acre:	\$3,000.00 - *			
	2nd Yr	3rd Yr	4th Yr	5th Yr
Rental / Acre:	0.00	0.00	3,000.00	0.00
Royalty	0.250000			

COMPARISONS

Lease No	Lessee	Lease Date	Primary Term	Bonus/Acre	Rental/Acre				Royalty	Distance
MF115843	BHP Billiton Pet	08/12/2013	3 yr	\$3,000.00	\$0.00	0.00			0.250000	0.500000 North

Comments: Paid Up 2nd & 3rd Yr. 4th Yr rental \$2500.00 per ac. & pays up 5th Yr. *RECOMMEND \$3000.00 per ac. & \$3000.00 per ac. 4th Yr rental*

Approved:

DR 2-11-14

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

FROM: Robert Hatter, Director of Mineral Leasing

Applicant: Bhp Billiton Petroleum Properties (N.a.), Lp County: Reeves
Prim. Term: 5 Years Bonus/Acre: \$3,000.00
Royalty: 0.25000000
Rental/Acre 2nd Yr: \$0.00 3rd Yr: \$0.00 4th Yr: \$3,000.00 5th Yr: \$0.00

Consideration

Recommended: RJA

Date: 2/24/14

Not Recommended: _____

Comments: Paid Up 2nd & 3rd Yr. 4th Yr rental \$2500.00 per ac. & pays up 5th Yr. *RECOMMEND
\$3000.00 per ac. & \$3000.00 per ac. 4th Yr rental*

Lease Form

Recommended: RJA

Date: 2/24/14

Not Recommended: _____

Comments: _____

Louis Renaud, Deputy Commissioner

Recommended: CLR

Date: 2.27-14

Not Recommended: _____

Bill Warnick, General Counsel

Recommended: WFW

Date: 3/6/14

Not Recommended: _____

Larry Laine, Chief Clerk

Approved: [Signature]

Date: 3/6/14

Not Approved: _____

Jerry Patterson, Commissioner

Approved: [Signature]

Date: 3/6/14

Not Approved: _____

File No. 116326

RAL Review Sheet

Date Filed: 2/11/14

Jerry E. Patterson, Commissioner

By Git

MF 116324A

Notice of Confidentiality Rights: If you are a natural person, you may remove or strike any of the following information from this instrument before it is filed for record in the public records: your social security number or your driver's license number.

ES-0172B

General Land Office
Relinquishment Act Lease Form
Revised, September 1997

The State of Texas



Austin, Texas

OIL AND GAS LEASE

THIS AGREEMENT is made and entered into this 23rd day of January, 2014, between the State of Texas, acting by and through its agent, METT OIL AND GAS, LP, represented herein by Michael D. Newman, President of Newman Resources, LLC, general partner whose address is POST OFFICE BOX 10886, MIDLAND, TEXAS 79702 said agent herein referred to as the owner of the soil (whether one or more), and BHP BILLITON PETROLEUM PROPERTIES (N.A.), LP formerly known as Petrohawk Properties, LP, whose address is POST OFFICE BOX 22719, HOUSTON, TEXAS 77027-9998 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 the Southwest Quarter (SW/4) of Section 44, Block 57, Township 2, A-5210, T & P RR Co. Survey, Reeves County, Texas, containing 160 acres, more or less

containing 160.000 acres, more or less. The bonus consideration paid for this lease is as follows:

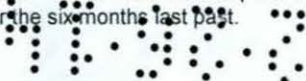
To the State of Texas: ONE HUNDRED TWENTY THOUSAND DOLLARS AND 00/100
Dollars (\$120,000.00)

To the owner of the soil: ONE HUNDRED TWENTY THOUSAND DOLLARS AND 00/100
Dollars (\$120,000.00)

Total bonus consideration: TWO HUNDRED FORTY THOUSAND DOLLARS AND 00/100
Dollars (\$240,000.00)

The total bonus consideration paid represents a bonus of THREE THOUSAND DOLLARS AND 00/100
Dollars (\$3000.00) per acre, on 80.00000000 net acres.

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



Original filed in
Reeves County
Clerks Office

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

Bank, at _____

PAY DIRECTLY TO OWNER OF THE SOIL _____

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: _____

Dollars (\$ _____)

To the State of Texas: REFER TO ADDENDUM PARAGRAPH 40 (THIS IS A PAID UP LEASE) _____

Dollars (\$ _____)

Total Delay Rental: _____

Dollars (\$ _____)

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

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

(A) **OIL.** Royalty payable on oil, which is defined as including all hydrocarbons produced in a liquid form at the mouth of the well and also as all condensate, distillate, and other liquid hydrocarbons recovered from oil or gas run through a separator or other equipment, as hereinafter provided, shall be 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 recycle gas for gas lift purposes on the leased premises or for injection into any oil or gas producing formation underlying the leased premises after the liquid hydrocarbons contained in the gas have been removed; no royalties shall be payable on the recycled gas until it is produced and sold or used by Lessee in a manner which entitles the royalty owners to a royalty under this lease.

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

Payment of royalty on production of oil and gas shall be as provided in the rules set forth in the Texas Register. Rules currently provide that royalty on oil is due and must be received in the General Land Office on or before the 5th day of the second month succeeding the month of production, and royalty

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

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

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

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

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

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

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

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

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

same producing reservoir and located within one thousand (1,000) feet of the leased premises. If the compensatory royalty paid in any 12-month period is an amount less than the annual shut-in oil or gas royalty, Lessee shall pay an amount equal to the difference within thirty (30) days from the end of the 12-month period. Compensatory royalty payments which are not timely paid will accrue penalty and interest in accordance with Paragraph 9 of this lease. None of these provisions will relieve Lessee of the obligation of reasonable development nor the obligation to drill offset wells as provided in Texas Natural Resources Code 52.173; however, at the determination of the Commissioner, and with the Commissioner's written approval, the payment of compensatory royalties can satisfy the obligation to drill offset wells.

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

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

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

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

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

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

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

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

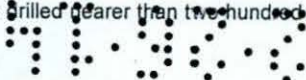
(B) REDUCTION OF PAYMENTS. If, during the primary term, a portion of the land covered by this lease is included within the boundaries of a pooled unit that has been approved by the School Land Board and the owner of the soil in accordance with Natural Resources Code Sections 52.151-52.154, or if, at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

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

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

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

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



True and Correct
Original filed in
Reeves County
Clarks Office

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

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

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

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

- (1) a nominee of the owner of the soil;
- (2) a corporation or subsidiary in which the owner of the soil is a principal stockholder or is an employee of such a corporation or subsidiary;
- (3) a partnership in which the owner of the soil is a partner or is an employee of such a partnership;
- (4) a principal stockholder or employee of the corporation which is the owner of the soil;
- (5) a partner or employee in a partnership which is the owner of the soil;
- (6) a fiduciary for the owner of the soil; including but not limited to a guardian, trustee, executor, administrator, receiver, or conservator for the owner of the soil; or
- (7) a family member of the owner of the soil or related to the owner of the soil by marriage, blood, or adoption.

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

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

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

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

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

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

34. POOLING. Lessee is hereby granted the right to pool or unitize the royalty interest of the owner of the soil under this lease with any other leasehold or mineral interest for the exploration, development and production of oil or gas or either of them upon the same terms as shall be approved by the School Land Board and the Commissioner of the General Land Office for the pooling or unitizing of the interest of the State under this lease

pursuant to Texas Natural Resources Code 52.151-52.154. The owner of the soil agrees that the inclusion of this provision in this lease satisfies the execution requirements stated in Texas Natural Resources Code 52.152.

35. INDEMNITY. Lessee hereby releases and discharges the State of Texas and the owner of the soil, their officers, employees, partners, agents, contractors, subcontractors, guests, invitees, and their respective successors and assigns, of and from all and any actions and causes of action of every nature, or other harm, including environmental harm, for which recovery of damages is sought, including, but not limited to, all losses and expenses which are caused by the activities of Lessee, its officers, employees, and agents arising out of, incidental to, or resulting from, the operations of or for Lessee on the leased premises hereunder, or that may arise out of or be occasioned by Lessee's breach of any of the terms or provisions of this Agreement, or by any other negligent or strictly liable act or omission of Lessee. Further, Lessee hereby agrees to be liable for, exonerate, indemnify, defend and hold harmless the State of Texas and the owner of the soil, their officers, employees and agents, their successors or assigns, against any and all claims, liabilities, losses, damages, actions, personal injury (including death), costs and expenses, or other harm for which recovery of damages is sought, under any theory including tort, contract, or strict liability, including attorneys' fees and other legal expenses, including those related to environmental hazards, on the leased premises or in any way related to Lessee's failure to comply with any and all environmental laws; those arising from or in any way related to Lessee's operations or any other of Lessee's activities on the leased premises; those arising from Lessee's use of the surface of the leased premises; and those that may arise out of or be occasioned by Lessee's breach of any of the terms or provisions of this Agreement or any other act or omission of Lessee, its directors, officers, employees, partners, agents, contractors, subcontractors, guests, invitees, and their respective successors and assigns. Each assignee of this Agreement, or an interest therein, agrees to be liable for, exonerate, indemnify, defend and hold harmless the State of Texas and the owner of the soil, their officers, employees, and agents in the same manner provided above in connection with the activities of Lessee, its officers, employees, and agents as described above. **EXCEPT AS OTHERWISE EXPRESSLY LIMITED HEREIN, ALL OF THE INDEMNITY OBLIGATIONS AND/OR LIABILITIES ASSUMED UNDER THE TERMS OF THIS AGREEMENT SHALL BE WITHOUT LIMITS AND WITHOUT REGARD TO THE CAUSE OR CAUSES THEREOF (EXCLUDING PRE-EXISTING CONDITIONS), STRICT LIABILITY, OR THE NEGLIGENCE OF ANY PARTY OR PARTIES (INCLUDING THE NEGLIGENCE OF THE INDEMNIFIED PARTY), WHETHER SUCH NEGLIGENCE BE SOLE, JOINT, CONCURRENT, ACTIVE, OR PASSIVE.**

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 (1) A VIOLATION OF THE FOREGOING PROHIBITION OR (2) THE PRESENCE, RELEASE, OR DISPOSAL OF ANY HAZARDOUS MATERIALS ON, UNDER, OR ABOUT THE LEASED PREMISES DURING LESSEE'S OCCUPANCY OR CONTROL OF THE LEASED PREMISES. LESSEE SHALL CLEAN UP, REMOVE, REMEDY AND REPAIR ANY SOIL OR GROUND WATER CONTAMINATION AND DAMAGE CAUSED BY THE PRESENCE OR RELEASE OF ANY HAZARDOUS MATERIALS IN, ON, UNDER, OR ABOUT THE LEASED PREMISES DURING LESSEE'S OCCUPANCY OF THE LEASED PREMISES IN CONFORMANCE WITH THE REQUIREMENTS OF APPLICABLE LAW. THIS INDEMNIFICATION AND ASSUMPTION SHALL APPLY, BUT IS NOT LIMITED TO, LIABILITY FOR RESPONSE ACTIONS UNDERTAKEN PURSUANT TO CERCLA OR ANY OTHER ENVIRONMENTAL LAW OR REGULATION. LESSEE SHALL IMMEDIATELY GIVE THE STATE OF TEXAS AND THE OWNER OF THE SOIL WRITTEN NOTICE OF ANY BREACH OR SUSPECTED BREACH OF THIS PARAGRAPH, UPON LEARNING OF THE PRESENCE OF ANY HAZARDOUS MATERIALS, OR UPON RECEIVING A NOTICE FROM ANY GOVERNMENTAL AGENCY PERTAINING TO HAZARDOUS MATERIALS WHICH MAY AFFECT THE LEASED PREMISES. THE OBLIGATIONS OF LESSEE HEREUNDER SHALL SURVIVE THE EXPIRATION OR EARLIER TERMINATION, FOR ANY REASON, OF THIS AGREEMENT.**

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

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

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

ADDENDUM PROVISIONS - #40 AND 41

40. DELAY RENTALS. As stipulated in Paragraph #3 of this lease, the rentals for this lease have been PAID-UP for the second (2nd) and third (3rd) years of the primary term hereof. Lessee or its assigns shall have the right to keep this lease in force and effect for the fourth (4th) and fifth (5th) years of the primary term provided for herein by tendering a payment of three thousand dollars (\$3000.00) per net acre, such payment to be divided equally between the State of Texas and the owner of the soil and made prior to January 23, 2017, as to any acreage covered hereby and not otherwise being maintained by any other provision herein at such time.

41. If, at the expiration of the primary term, this lease is being maintained in force under any provision of the lease, or within 180 days prior to the expiration of the primary term Lessee has completed a well as a dry hole or commenced a well on the leased premises or lands pooled therewith, or Lessee is then engaged in operations on the leased premises or lands pooled therewith, Lessee agrees to begin a continuous drilling program within 180 days after the end of the primary term or within 180 days after completion of such well or the cessation of such operations, whichever is the later date; and thereafter to carry on the continuous drilling program on the leased premises or lands pooled therewith until all proration units have been drilled, allowing not more than 180 days to elapse between the completion of one well and the commencement of the succeeding well. Should Lessee fail to begin the continuous drilling program or subsequently default in the performance thereof, then in either event, this lease shall terminate as to all lands covered hereby, save and except for the proration unit surrounding each well then producing, capable of producing or upon which operations are being conducted, limited, respectively, to those depths from the surface down to the stratigraphic equivalent of the depth 100 feet below the base of the deepest penetrated formation. As used in this paragraph: i) the term "commission" means the Railroad Commission of the State of Texas or any successor agency, ii) the term "proration unit" means any acreage designated as a drilling unit or production unit in accordance with the rules of the commission (or any other governmental authority having jurisdiction) or any unit formed by pooling as provided in this lease or otherwise, iii) the terms "commenced" and "commencement" mean the date when a well is spudded, and iv) the terms "completed" and "completion" mean the date the initial potential test report is filed with the commission, if a productive well, or the date the plugging report is filed with the commission, if a dry hole, in either event no later than 60 days after the drilling rig has been released. Notwithstanding the partial termination of this lease, Lessee shall continue to have the rights of ingress and egress across all of the leased premises to and from lands that remain subject to this lease, or lands pooled therewith, for the purposes described in paragraph 1 hereof, together with easements and rights of way for roads, pipelines, flowlines and other facilities on or across all of the leased premises for the exploration, development, production, gathering or transportation of oil, gas and other products from the lands still subject to this lease or lands pooled therewith. The sole liability or penalty for the failure of Lessee to drill any well or wells required or permitted by this lease shall be the termination or partial termination of Lessee's rights under the lease as provided above.

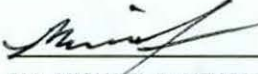
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Reeves County
Clerks Office

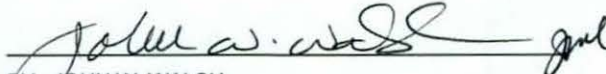
IN WITNESS WHEREOF, this instrument is executed on the date first above written.

STATE OF TEXAS
METT OIL AND GAS, LP
By: Newman Resources, LLC, Its General Partner


BY: MICHAEL D. NEWMAN,
As President and as Agent for the State of Texas

Date: 1-28-14

LESSEE: BHP BILLITON PETROLEUM PROPERTIES (N.A.), LP
By: BHP Billiton Petroleum Properties (GP), LLC, Its General Partner


BY: JOHN W. WALSH
TITLE: Attorney-in-Fact

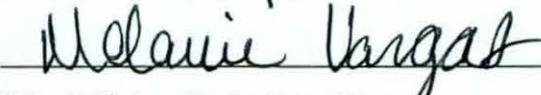
Date: FEB. 12, 2014

STATE OF TEXAS
COUNTY OF HARRIS

(CORPORATION ACKNOWLEDGMENT)

BEFORE ME, the undersigned authority, on this day personally appeared John W. Walsh
known to me to be the person whose name is subscribed to the foregoing instruments as Attorney-In-Fact
of BHP Billiton Petroleum Properties (GP), LLC, general partner of BHP BILLITON PETROLEUM PROPERTIES (N.A.), LP, a Texas limited partnership
and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity stated, and as the act and
deed of said limited partnership.

Given under my hand and seal of office this the 12 day of February, 2014.


Notary Public in and for the State of Texas



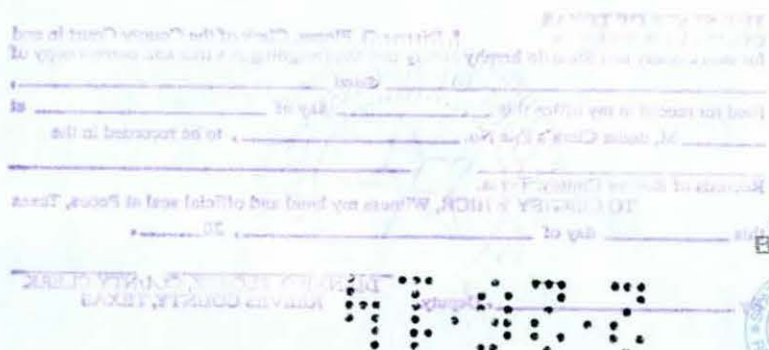
STATE OF TEXAS
COUNTY OF MIDLAND

(ACKNOWLEDGMENT)

BEFORE ME, the undersigned authority, on this day personally appeared Michael D. Newman known to me to be the person whose name is
subscribed to the foregoing instrument as President of Newman Resources, LLC, general partner of METT OIL AND GAS, LP and acknowledged to me
that he executed the same for the purposes and consideration therein expressed, in the capacity stated, and as the act and deed of said limited
partnership.

Given under my hand and seal of office this the twenty-eighth day of January, 2014.


Notary Public in and for the State of Texas



Inst No. 14-01540
DIANNE O. FLOREZ
COUNTY CLERK
2014 Feb 24 at 09:49 AM
REEVES COUNTY, TEXAS
BY: VG 
True and correct
copy of
Original filed in
Reeves County
Clerks Office



File No. 116326

Lease A

Date Filed: 2/26/14

Jerry E. Patterson, Commissioner

By G-11

THE STATE OF TEXAS
COUNTY OF REEVES

I, Dianne O. Florez, Clerk of the County Court in and
for said County and State do hereby certify that the foregoing is a true and correct copy of
filed for record in my office this 26th day of February, 2014
at 11:50 AM under Clerk's File No. 116326 to be recorded in the
Public Records

Records of Reeves County, Texas.

DO CERTIFY WHICH Witness my hand and official seal at Pecos, Texas
this 26th day of February, 2014.

By Dianne O. Florez DIANNE O. FLOREZ, COUNTY CLERK
REEVES COUNTY, TEXAS

MF 11632eB

Notice of Confidentiality Rights: If you are a natural person, you may remove or strike any of the following information from this instrument before it is filed for record in the public records: your social security number or your driver's license number.

ES-0172A

General Land Office
Relinquishment Act Lease Form
Revised, September 1997

The State of Texas



Austin, Texas

OIL AND GAS LEASE

THIS AGREEMENT is made and entered into this 23rd day of January, 2014, between the State of Texas, acting by and through its agent, PLACER, LTD., represented herein by James L. Brezina, President of BJB Corporation, general partner whose address is POST OFFICE BOX 8204, MIDLAND, TEXAS 79708 said agent herein referred to as the owner of the soil (whether one or more), and BHP BILLITON PETROLEUM PROPERTIES (N.A.), LP formerly known as Petrohawk Properties, LP, whose address is POST OFFICE BOX 22719, HOUSTON, TEXAS 77027-9998 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 the Southwest Quarter (SW/4) of Section 44, Block 57, Township 2, A-5210, T & P RR Co. Survey, Reeves County, Texas, containing 160 acres, more or less

containing 160.000 acres, more or less. The bonus consideration paid for this lease is as follows:

To the State of Texas: ONE HUNDRED TWENTY THOUSAND DOLLARS AND 00/100
Dollars (\$120,000.00)

To the owner of the soil: ONE HUNDRED TWENTY THOUSAND DOLLARS AND 00/100
Dollars (\$120,000.00)

Total bonus consideration: TWO HUNDRED FORTY THOUSAND DOLLARS AND 00/100
Dollars (\$240,000.00)

The total bonus consideration paid represents a bonus of THREE THOUSAND DOLLARS AND 00/100
Dollars (\$3000.00) per acre, on 80.00000000 net acres.

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Clerks Office

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

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

Bank, at _____

PAY DIRECTLY TO OWNER OF THE SOIL _____

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: _____

Dollars (\$ _____)

To the State of Texas: REFER TO ADDENDUM PARAGRAPH 40 (THIS IS A PAID UP LEASE) _____

Dollars (\$ _____)

Total Delay Rental: _____

Dollars (\$ _____)

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

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

(A) **OIL.** Royalty payable on oil, which is defined as including all hydrocarbons produced in a liquid form at the mouth of the well and also as all condensate, distillate, and other liquid hydrocarbons recovered from oil or gas run through a separator or other equipment, as hereinafter provided, shall be 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.

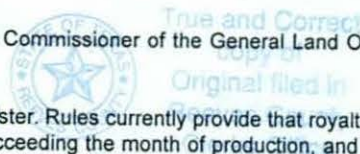
6. **ROYALTY IN KIND.** Notwithstanding any other provision in this lease, at any time or from time to time, the owner of the soil or the Commissioner of the General Land Office may, at the option of either, upon not less than sixty (60) days notice to the holder of the lease, require that the payment 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 recycle gas for gas lift purposes on the leased premises or for injection into any oil or gas producing formation underlying the leased premises after the liquid hydrocarbons contained in the gas have been removed; no royalties shall be payable on the recycled gas until it is produced and sold or used by Lessee in a manner which entitles the royalty owners to a royalty under this lease.

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

Payment of royalty on production of oil and gas shall be as provided in the rules set forth in the Texas Register. Rules currently provide that royalty on oil is due and must be received in the General Land Office on or before the 5th day of the second month succeeding the month of production, and royalty



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

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

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

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

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

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

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

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

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

same producing reservoir and located within one thousand (1,000) feet of the leased premises. If the compensatory royalty paid in any 12-month period is an amount less than the annual shut-in oil or gas royalty, Lessee shall pay an amount equal to the difference within thirty (30) days from the end of the 12-month period. Compensatory royalty payments which are not timely paid will accrue penalty and interest in accordance with Paragraph 9 of this lease. None of these provisions will relieve Lessee of the obligation of reasonable development nor the obligation to drill offset wells as provided in Texas Natural Resources Code 52.173; however, at the determination of the Commissioner, and with the Commissioner's written approval, the payment of compensatory royalties can satisfy the obligation to drill offset wells.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

- (1) a nominee of the owner of the soil;
- (2) a corporation or subsidiary in which the owner of the soil is a principal stockholder or is an employee of such a corporation or subsidiary;
- (3) a partnership in which the owner of the soil is a partner or is an employee of such a partnership;
- (4) a principal stockholder or employee of the corporation which is the owner of the soil;
- (5) a partner or employee in a partnership which is the owner of the soil;
- (6) a fiduciary for the owner of the soil; including but not limited to a guardian, trustee, executor, administrator, receiver, or conservator for the owner of the soil; or
- (7) a family member of the owner of the soil or related to the owner of the soil by marriage, blood, or adoption.

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

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

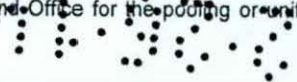
30. DISCLOSURE CLAUSE. All provisions pertaining to the lease of the above-described land have been included in this instrument, including the statement of the true consideration to be paid for the execution of this lease and the rights and duties of the parties. Any collateral agreements concerning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

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

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

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

34. POOLING. Lessee is hereby granted the right to pool or unitize the royalty interest of the owner of the soil under this lease with any other leasehold or mineral interest for the exploration, development and production of oil or gas or either of them upon the same terms as shall be approved by the School Land Board and the Commissioner of the General Land Office for the pooling or unitizing of the interest of the State under this lease.



pursuant to Texas Natural Resources Code 52.151-52.154. The owner of the soil agrees that the inclusion of this provision in this lease satisfies the execution requirements stated in Texas Natural Resources Code 52.152.

35. INDEMNITY. Lessee hereby releases and discharges the State of Texas and the owner of the soil, their officers, employees, partners, agents, contractors, subcontractors, guests, invitees, and their respective successors and assigns, of and from all and any actions and causes of action of every nature, or other harm, including environmental harm, for which recovery of damages is sought, including, but not limited to, all losses and expenses which are caused by the activities of Lessee, its officers, employees, and agents arising out of, incidental to, or resulting from, the operations of or for Lessee on the leased premises hereunder, or that may arise out of or be occasioned by Lessee's breach of any of the terms or provisions of this Agreement, or by any other negligent or strictly liable act or omission of Lessee. Further, Lessee hereby agrees to be liable for, exonerate, indemnify, defend and hold harmless the State of Texas and the owner of the soil, their officers, employees and agents, their successors or assigns, against any and all claims, liabilities, losses, damages, actions, personal injury (including death), costs and expenses, or other harm for which recovery of damages is sought, under any theory including tort, contract, or strict liability, including attorneys' fees and other legal expenses, including those related to environmental hazards, on the leased premises or in any way related to Lessee's failure to comply with any and all environmental laws; those arising from or in any way related to Lessee's operations or any other of Lessee's activities on the leased premises; those arising from Lessee's use of the surface of the leased premises; and those that may arise out of or be occasioned by Lessee's breach of any of the terms or provisions of this Agreement or any other act or omission of Lessee, its directors, officers, employees, partners, agents, contractors, subcontractors, guests, invitees, and their respective successors and assigns. Each assignee of this Agreement, or an interest therein, agrees to be liable for, exonerate, indemnify, defend and hold harmless the State of Texas and the owner of the soil, their officers, employees, and agents in the same manner provided above in connection with the activities of Lessee, its officers, employees, and agents as described above. **EXCEPT AS OTHERWISE EXPRESSLY LIMITED HEREIN, ALL OF THE INDEMNITY OBLIGATIONS AND/OR LIABILITIES ASSUMED UNDER THE TERMS OF THIS AGREEMENT SHALL BE WITHOUT LIMITS AND WITHOUT REGARD TO THE CAUSE OR CAUSES THEREOF (EXCLUDING PRE-EXISTING CONDITIONS), STRICT LIABILITY, OR THE NEGLIGENCE OF ANY PARTY OR PARTIES (INCLUDING THE NEGLIGENCE OF THE INDEMNIFIED PARTY), WHETHER SUCH NEGLIGENCE BE SOLE, JOINT, CONCURRENT, ACTIVE, OR PASSIVE.**

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 (1) A VIOLATION OF THE FOREGOING PROHIBITION OR (2) THE PRESENCE, RELEASE, OR DISPOSAL OF ANY HAZARDOUS MATERIALS ON, UNDER, OR ABOUT THE LEASED PREMISES DURING LESSEE'S OCCUPANCY OR CONTROL OF THE LEASED PREMISES. LESSEE SHALL CLEAN UP, REMOVE, REMEDY AND REPAIR ANY SOIL OR GROUND WATER CONTAMINATION AND DAMAGE CAUSED BY THE PRESENCE OR RELEASE OF ANY HAZARDOUS MATERIALS IN, ON, UNDER, OR ABOUT THE LEASED PREMISES DURING LESSEE'S OCCUPANCY OF THE LEASED PREMISES IN CONFORMANCE WITH THE REQUIREMENTS OF APPLICABLE LAW. THIS INDEMNIFICATION AND ASSUMPTION SHALL APPLY, BUT IS NOT LIMITED TO, LIABILITY FOR RESPONSE ACTIONS UNDERTAKEN PURSUANT TO CERCLA OR ANY OTHER ENVIRONMENTAL LAW OR REGULATION. LESSEE SHALL IMMEDIATELY GIVE THE STATE OF TEXAS AND THE OWNER OF THE SOIL WRITTEN NOTICE OF ANY BREACH OR SUSPECTED BREACH OF THIS PARAGRAPH, UPON LEARNING OF THE PRESENCE OF ANY HAZARDOUS MATERIALS, OR UPON RECEIVING A NOTICE FROM ANY GOVERNMENTAL AGENCY PERTAINING TO HAZARDOUS MATERIALS WHICH MAY AFFECT THE LEASED PREMISES. THE OBLIGATIONS OF LESSEE HEREUNDER SHALL SURVIVE THE EXPIRATION OR EARLIER TERMINATION, FOR ANY REASON, OF THIS AGREEMENT.**

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

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

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

ADDENDUM PROVISIONS - #40 AND 41

40. DELAY RENTALS. As stipulated in Paragraph #3 of this lease, the rentals for this lease have been PAID-UP for the second (2nd) and third (3rd) years of the primary term hereof. Lessee or its assigns shall have the right to keep this lease in force and effect for the fourth (4th) and fifth (5th) years of the primary term provided for herein by tendering a payment of three thousand dollars (\$3000.00) per net acre, such payment to be divided equally between the State of Texas and the owner of the soil and made prior to January 23, 2017, as to any acreage covered hereby and not otherwise being maintained by any other provision herein at such time.

41. If, at the expiration of the primary term, this lease is being maintained in force under any provision of the lease, or within 180 days prior to the expiration of the primary term Lessee has completed a well as a dry hole or commenced a well on the leased premises or lands pooled therewith, or Lessee is then engaged in operations on the leased premises or lands pooled therewith, Lessee agrees to begin a continuous drilling program within 180 days after the end of the primary term or within 180 days after completion of such well or the cessation of such operations, whichever is the later date; and thereafter to carry on the continuous drilling program on the leased premises or lands pooled therewith until all proration units have been drilled, allowing not more than 180 days to elapse between the completion of one well and the commencement of the succeeding well. Should Lessee fail to begin the continuous drilling program or subsequently default in the performance thereof, then in either event, this lease shall terminate as to all lands covered hereby, save and except for the proration unit surrounding each well then producing, capable of producing or upon which operations are being conducted, limited, respectively, to those depths from the surface down to the stratigraphic equivalent of the depth 100 feet below the base of the deepest penetrated formation. As used in this paragraph: i) the term "commission" means the Railroad Commission of the State of Texas or any successor agency, ii) the term "proration unit" means any acreage designated as a drilling unit or production unit in accordance with the rules of the commission (or any other governmental authority having jurisdiction) or any unit formed by pooling as provided in this lease or otherwise, iii) the terms "commenced" and "commencement" mean the date when a well is spudded, and iv) the terms "completed" and "completion" mean the date the initial potential test report is filed with the commission, if a productive well, or the date the plugging report is filed with the commission, if a dry hole, in either event no later than 60 days after the drilling rig has been released. Notwithstanding the partial termination of this lease, Lessee shall continue to have the rights of ingress and egress across all of the leased premises to and from lands that remain subject to this lease, or lands pooled therewith, for the purposes described in paragraph 1 hereof, together with easements and rights of way for roads, pipelines, flowlines and other facilities on or across all of the leased premises for the exploration, development, production, gathering or transportation of oil, gas and other products from the lands still subject to this lease or lands pooled therewith. The sole liability or penalty for the failure of Lessee to drill any well or wells required or permitted by this lease shall be the termination or partial termination of Lessee's rights under the lease as provided above.



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

41.07.17

IN WITNESS WHEREOF, this instrument is executed on the date first above written.

STATE OF TEXAS

PLACER, LTD.

By: BJB Corporation, Its General Partner

BY: James L. Brezina
As President and as Agent for the State of Texas

Date: January 29, 2014

LESSEE: BHP BILLITON PETROLEUM PROPERTIES (N.A.), LP

By: BHP Billiton Petroleum Properties (GP), LLC, Its General Partner

BY: John W. Walsh
TITLE: Attorney-in-Fact

Date: FEB. 12, 2014

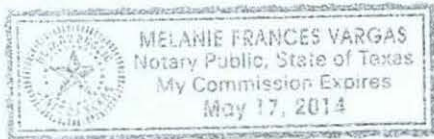
STATE OF TEXAS

(CORPORATION ACKNOWLEDGMENT)

COUNTY OF HARRIS

BEFORE ME, the undersigned authority, on this day personally appeared John W. Walsh
known to me to be the person whose name is subscribed to the foregoing instruments as Attorney-In-Fact
of BHP Billiton Petroleum Properties (GP), LLC, general partner of BHP BILLITON PETROLEUM PROPERTIES (N.A.), LP, a Texas limited partnership
and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity stated, and as the act and
deed of said limited partnership.

Given under my hand and seal of office this the 12 day of February, 2014.



Melanie Vargas
Notary Public in and for the State of Texas

STATE OF NEW MEXICO

(ACKNOWLEDGMENT)

COUNTY OF Lincoln

BEFORE ME, the undersigned authority, on this day personally appeared James L. Brezina known to me to be the person whose name is
subscribed to the foregoing instrument as President of BJB Corporation, general partner of PLACER, LTD. and acknowledged to me that he executed
the same for the purposes and consideration therein expressed, in the capacity stated, and as the act and deed of said limited partnership.

Given under my hand and seal of office this the 29th day of January, 2014.



OFFICIAL SEAL
Jeremy Swift
NOTARY PUBLIC - STATE OF NEW MEXICO

My Commission Expires: 10/1/16

Jeremy Swift
Notary Public in and for the State of New Mexico

Inst No. 14-01539
DIANNE O. FLOREZ
COUNTY CLERK
2014 Feb 24 at 09:19 AM
REEVES COUNTY, TEXAS
By: James L. Brezina DEPUTY
47.92.7
True and Correct
copy of
Original filed in
Reeves County
Clarke, Clerk

File No. 116326

Lease V3

Date Filed: 2/26/14

Jerry E. Patterson, Commissioner

By GH

THE STATE OF TEXAS
COUNTY OF REEVES

I, Dianne O. Flores, Clerk of the County Court in and for said County and State do hereby certify that the foregoing is a true and correct copy of

Filed for record in my office this 26 day of February, 2014, under Clerk's File No. 116326, to be recorded in the

Records of Reeves County, Texas.

Witness my hand and official seal at Pecos, Texas this 26 day of February, 2014.

By Dianne O. Flores DIANNE O. FLORES, COUNTY CLERK
REEVES COUNTY, TEXAS



bnp **billiton**
resourcing the future
PETROHAWK ENERGY CORPORATION
CONTROLLED DISBURSEMENT
P.O. BOX 22719
HOUSTON, TX 77027-9998

AMEST BANK N.A.
P.O. BOX 27459
HOUSTON, TEXAS 77227-7459

14707869

12667

02/17/14

PAY TO THE
ORDER OF Texas General Land Office

\$ 120,000.00

One Hundred Twenty Thousand and 00/100

DOLLARS

VOID IF NOT CASHED WITHIN SIX MONTHS OF ISSUE
NON TRANSFERABLE
OWNER CALL CENTER 1-877-311-1443

MEMO Bonus for Contract ELS-0172(GLO)

[Signature]
AUTHORIZED SIGNATURE

⑈012667⑈

PETROHAWK ENERGY CORPORATION

12667

X 120,000.00

121

14707869

PETROHAWK ENERGY CORPORATION

12667

bhpbilliton
resourcing the future
PETROHAWK ENERGY CORPORATION
CONTROLLED DISBURSEMENT
P.O. BOX 22719
HOUSTON, TX 77027-9998

AMEGY BANK N.A.
P.O. BOX 27459
HOUSTON, TEXAS 77227-7459

14707870

12665

02/17/14

PAY TO THE
ORDER OF Texas General Land Office

\$ 120,000.00

One Hundred Twenty Thousand and 00/100

DOLLARS

VOID IF NOT CASHED WITHIN SIX MONTHS OF ISSUE
NON TRANSFERABLE
OWNER CALL CENTER 1-877-311-1443

MEMO Bonus for Contract ELS-0172B(GLO)

John W. Walsh
AUTHORIZED SIGNATURE

⑈012665⑈

PETROHAWK ENERGY CORPORATION

12665

X 120,000.00

121

14707870

PETROHAWK ENERGY CORPORATION

12665

EXPLORATION LAND SERVICES, LLCP.O. BOX 52105
LAFAYETTE, LA 70505-2105**IBERIABANK**

5561

14708216

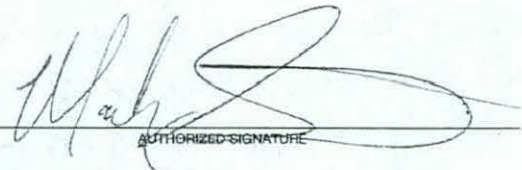
2/25/2014

PAY TO THE ORDER OF Texas General Land Office

\$ **175.00

One Hundred Seventy-Five and 00/100*****

DOLLARS

Texas General Land Office
1700 Congress Avenue
Stephen F. Austin Building RM847
Austin, TX 78701
AUTHORIZED SIGNATURE

MEMO Filing 3 Leases; Processing 1 Tract

⑈00556⑈

EXPLORATION LAND SERVICES, LLC

Texas General Land Office

5561

Date	Type	Reference
2/25/2014	Bill	Filing&ProcessingFee

Original Amt.
175.00

Balance Due
175.00

2/25/2014
Discount
Check Amount

Payment
175.00
175.00

\$125.00
each lease

121

14708216

Iberia Bank

Filing 3 Leases; Processing 1 Tract

175.00

Drew Reid - SW/4 Section 44, Blk 57 T2

From: "LeAnn Stutes" <leann@explorationland.com>
To: <Drew.Reid@GLO.TEXAS.GOV>
Date: 2/5/2014 4:26 PM
Subject: SW/4 Section 44, Blk 57 T2
CC: "Adam St. Romain" <astromain@explorationland.com>
Attachments: ELS-0172A - Placer Ltd.pdf; ELS-0172B Mett Oil and Gas.pdf

Please see the attached leases for Mett Oil and Gas and Placer, Ltd. covering the SW/4 of Section 44, Blk 57 T2

LeAnn D. Stutes



Post Office Box 52105 2205 West Pinhook Road
 Oil Center Station Suite 200
 Lafayette, LA 70505-2105 Lafayette, LA 70508-15105

Office: 337.234.3500 Fax: 337.234.3525
 Email: leann@explorationland.com

See. 42 B. 57 T. 2
 leased to BHP
 Rate lease yr 1st
 M-115843 \$3000.00 (500 net ac)
 2

Call Fri at office
 on cell 337 278 2876

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4
File No. 116326

Consideration

Date Filed: 2/20/14

Jerry E. Patterson, Commissioner

By GT

TEXAS



GENERAL LAND OFFICE

JERRY PATTERSON, COMMISSIONER

May 13, 2014

Micah Strother
BHP Billiton Petroleum
Post Office Box 22719
Houston, Texas 77027

Re: State Lease MF 116326

Two RAL leases covering 160 ac., SW/4 Sec.
44, Blk. 57, T-2, T&P Ry. Co. Survey, Reeves
Co, TX

Dear Mr. Strother:

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

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

Post Office Box 12873 • Austin, Texas 78711-2873

512-463-5001 • 800-998-4GLO

www.glo.state.tx.us

State Lease No.	Lessor as agent for State of TX	Dated	Recorded Vol/Page	Bonus Amount
MF116326A	Mett Oil & Gas	01/23/14	Doc. 14-01540	\$120,000.00
MF116326B	Placer, Ltd.	01/23/14	Doc. 14-01539	\$120,000.00

File No. 116326Final LetterDate Filed: 5/13/14

Jerry E. Patterson, Commissioner

By GU

mf 1129864
mf 116326 ✓

DIVISION ORDER



bhpbilliton
resourcing the future

Date: 4/12/2016

To: BHP Billiton Petroleum
Land Administration
P O Box 22719
Houston, TX 77227-9927
(877) 311- 1443

Issue Date: 4/12/2016
Property Name: STATE PLACER 57-T2-44 1H
Property #: P1M774/00501
Production: ALL PRODUCTS **API 389-35097**
Operator: BHP BILLITON PETROLEUM (TXLA OPERATING)
Legal Description: T&P RR CO ABST/ID# 5214 Grantee STATE Twsp T2 Blk 57 Sec 44 REEVES
COUNTY/PARISH, TEXAS (321.27 ACRES); T&P RR CO ABST/ID# 5210 Grantee E.
ADKINS Twsp T2 Blk 57 Sec 44 REEVES COUNTY/PARISH, TEXAS (160.60 ACRES)

CREDIT TO

Owner # 80113945
STATE OF TEXAS GLO
1700 N CONGRESS AVE NO 640
AUSTIN TX 78701-1495

Decimal	Type	Status	Reason	Start Date
0.12502724	RI	PAY		3/1/2016
0.03124319	RI	PAY		3/1/2016
0.03124319	RI	PAY		3/1/2016



TEXAS GENERAL LAND OFFICE
GEORGE P. BUSH, COMMISSIONER

June 3, 2016

Broderick Brown
Division Order Analyst
BHP Billiton Petroleum
P O BOX 22719
Houston, TX 77227-9927

Re: State Lease Nos. MF111961 Zgabay A 7H;
MF111864 State Al Olson 57-T1-43x6 SA 1H;
MF116153 State Pacific 55-T2-8x17 1H; and
MF112986/MF116326 State Placer 57-T2-44 1H

Dear Mr. Brown:

The Texas General Land Office (GLO) has received your Division Orders for the referenced units. These Division Orders have been filed in the appropriate mineral files.

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

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

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

Thank you,

Vivian Hernandez
Landman, Energy Resources
512-475-0428
512-475-1543 (fax)
vivian.hernandez@glo.texas.gov

6.
File No. MF 116326
Division Order Con

Date Filed: 6-3-16

George P. Bush, Commissioner

By VH



Texas General Land Office
George P. Bush, Commissioner
1700 North Congress Avenue
Austin, Texas 78701-1495

129920

DEEP RIGHTS RETENTION PAYMENT FORM

Complete a separate form for each State Mineral File (MF). Multiple undivided interest leases, in the common mineral file, for which retention is being requested, may be listed together.

Mail or Deliver with Attention to: Energy Resources

STATE LEASE # MF 116326 <i>lse. A+B</i>		County REEVES	Gross Acres 160	Net Acres 160	Tract Part (Ex. NW/4) SW/4
Section: 44	Block: 57	Survey: T&P RR CO		Township: T2	Abstract: 5210
Agent for State (Lessor) METT OIL AND GAS, LP ET AL			Operator BPX OPERATING COMPANY		

FOR EACH WELL, PROVIDE THE FOLLOWING:

- "As-Drilled" Plat (horizontal wells must have lateral length set out on the plat)
- P-15 as submitted to RRC where required by RRC Field Rules

ALLIE HUIZENGA	12/16/2020
Contact	Date
LAND NEGOTIATOR	BPX ENERGY INC.
Title	Company
720-682-0308	1700 PLATTE STREET, SUITE 150
Telephone Number	Mailing Address
ALLIE.HUIZENGA@BPX.COM	DENVER, CO 80202
E-Mail Address	City, State, Zip

Deep Rights Retention Bonus Work-Up
Type of State Lease: (RAL, Fee, Free Royalty) RAL
Total Eligible Acres: 160
Total Amount Due: \$120,000.00 ✓
Check # 8005000978, 8005000979
<i>If there are undivided interests; there may be multiple checks</i>

For General Land Office Use Only:	Received: <i>12/29/20</i>	Payment Register No.: <i>21703588</i>
Amount: <i>\$60,000 - A ✓</i>	Lease Type: <i>RAL</i>	Unit No.: <i>7779 - see MF 112986</i>

60,000 - B ✓

A 1/23/23
B 1/23/23

12.29.20

AGENT FOR STATE (LESSOR)				
(if multiple undivided interests are included; list below)				
Lease MF# & Undivided Interest Alpha #	Name of Agent for State of Texas	Original Bonus to State in \$	Bonus Amount Due One half (½) of Original (based on acres being retained)	Undivided Interest Net Acres
MF116326A	METT OIL AND GAS, LP	\$120,000.00	\$60,000.00	80.00
MF116326B	PLACER LTD.	\$120,000.00	\$60,000.00	80.00
Deep Rights Retention Bonus Due to State TOTAL:			\$120,000.00	
Undivided Interest Net Acres TOTAL:				160.00

Copy and Complete Additional Sheets as Necessary

122920

WELL INFORMATION*Copy and Complete Additional Sheets as Necessary*

<u>WELL NAME & NO.</u> STATE PLACER 57-T2-44 1H		<u>API</u> 4238935097	<u>DISTRICT</u> 8	<u>RRC ID</u> 281240	<u>SPUD DATE</u> 1/23/2016	<u>COMPLETION DATE</u> 2/15/2016
<u>WELL LOCATION:</u> Land Part (Ex. NW/4): <u>W/2</u> Section: <u>44</u> Block: <u>57</u> Township: <u>T2</u> Survey: <u>T&P RR CO</u> Abstract: <u>5210</u>			OIL ☐ VERTICAL ☐ GAS ☒ HORIZONTAL ☒ FIELD NAME & NUMBER: <u>PHANTOM (WOLFCAMP); 71052900</u>			
<u>TOTAL ALLOWABLE WELL ACRES</u> 321.27	<u>NUMBER OF STATE ACRES RETAINED AS PART OF ALLOWABLE WELL ACRES</u> 160.64	<u>NUMBER OF PRIVATE ACRES OF ALLOWABLE WELL ACRES</u> 0		<u>TRUE VERTICAL DEPTH (TVD) ON RETAINED ACREAGE</u> 9881.54'		
<u>HORIZONTAL WELLS</u>	<u>TOTAL LENGTH OF LATERAL</u> 4,799'	<u>LENGTH OF LATERAL ON STATE LAND</u> 4,799'		<u>LENGTH OF LATERAL ON PRIVATE LAND</u> 0		
<u>3 MONTHS MOST RECENT PRODUCTION</u>	<u>MONTH/YEAR</u> 09/2020	<u>VOLUME</u> 27326 MCF, 9373 BBL	<u>MONTH/YEAR</u> 08/2020	<u>VOLUME</u> 31760 MCF, 10995 BBL	<u>MONTH/YEAR</u> 07/2020	<u>VOLUME</u> 31653 MCF, 10870 BBL

<u>WELL NAME & NO.</u> STATE PLACER 57-T2-44 102H		<u>API</u> 4238938088	<u>DISTRICT</u> 8	<u>RRC ID</u> 288822	<u>SPUD DATE</u> 4/9/2019	<u>COMPLETION DATE</u> 6/9/2019
<u>WELL LOCATION:</u> Land Part (Ex. NW/4): <u>SW/4</u> Section: <u>44</u> Block: <u>57</u> Township: <u>T2</u> Survey: <u>T&P RR CO</u> Abstract: <u>5210</u>			OIL ☐ VERTICAL ☐ GAS ☒ HORIZONTAL ☒ FIELD NAME & NUMBER: <u>PHANTOM (WOLFCAMP); 71052900</u>			
<u>TOTAL ALLOWABLE WELL ACRES</u> 321.27	<u>NUMBER OF STATE ACRES RETAINED AS PART OF ALLOWABLE WELL ACRES</u> 160.64	<u>NUMBER OF PRIVATE ACRES OF ALLOWABLE WELL ACRES</u> 0		<u>TRUE VERTICAL DEPTH (TVD) ON RETAINED ACREAGE</u> 9,899.84'		
<u>HORIZONTAL WELLS</u>	<u>TOTAL LENGTH OF LATERAL</u> 4,671'	<u>LENGTH OF LATERAL ON STATE LAND</u> 4,671'		<u>LENGTH OF LATERAL ON PRIVATE LAND</u> 0		
<u>3 MONTHS MOST RECENT PRODUCTION</u>	<u>MONTH/YEAR</u> 09/2020	<u>VOLUME</u> 30284 MCF, 0 BBL	<u>MONTH/YEAR</u> 08/2020	<u>VOLUME</u> 39061 MCF, 0 BBL	<u>MONTH/YEAR</u> 07/2020	<u>VOLUME</u> 37647 MCF, 0 BBL

12/29/20

<u>WELL NAME & NO.</u>		<u>API</u>	<u>DISTRICT</u>	<u>RRC ID</u>	<u>SPUD DATE</u>	<u>COMPLETION DATE</u>
<u>WELL LOCATION:</u> Land Part (Ex. NW/4): _____ Section: _____ Block: _____ Township: _____ Survey: _____ Abstract: _____			OIL ☐ VERTICAL ☐ GAS ☐ HORIZONTAL ☐ FIELD NAME & NUMBER: _____			
<u>TOTAL ALLOWABLE WELL ACRES</u>		<u>NUMBER OF STATE ACRES RETAINED AS PART OF ALLOWABLE WELL ACRES</u>		<u>NUMBER OF PRIVATE ACRES OF ALLOWABLE WELL ACRES</u>		<u>TRUE VERTICAL DEPTH (TVD) ON RETAINED ACREAGE</u>
<u>HORIZONTAL WELLS</u>	<u>TOTAL LENGTH OF LATERAL</u>		<u>LENGTH OF LATERAL ON STATE LAND</u>		<u>LENGTH OF LATERAL ON PRIVATE LAND</u>	
<u>3 MONTHS MOST RECENT PRODUCTION</u>	<u>MONTH/YEAR</u>	<u>VOLUME</u>	<u>MONTH/YEAR</u>	<u>VOLUME</u>	<u>MONTH/YEAR</u>	<u>VOLUME</u>

<u>WELL NAME & NO.</u>		<u>API</u>	<u>DISTRICT</u>	<u>RRC ID</u>	<u>SPUD DATE</u>	<u>COMPLETION DATE</u>
<u>WELL LOCATION:</u> Land Part (Ex. NW/4): _____ Section: _____ Block: _____ Township: _____ Survey: _____ Abstract: _____			OIL ☐ VERTICAL ☐ GAS ☐ HORIZONTAL ☐ FIELD NAME & NUMBER: _____			
<u>TOTAL ALLOWABLE WELL ACRES</u>		<u>NUMBER OF STATE ACRES RETAINED AS PART OF ALLOWABLE WELL ACRES</u>		<u>NUMBER OF PRIVATE ACRES OF ALLOWABLE WELL ACRES</u>		<u>TRUE VERTICAL DEPTH (TVD) ON RETAINED ACREAGE</u>
<u>HORIZONTAL WELLS</u>	<u>TOTAL LENGTH OF LATERAL</u>		<u>LENGTH OF LATERAL ON STATE LAND</u>		<u>LENGTH OF LATERAL ON PRIVATE LAND</u>	
<u>3 MONTHS MOST RECENT PRODUCTION</u>	<u>MONTH/YEAR</u>	<u>VOLUME</u>	<u>MONTH/YEAR</u>	<u>VOLUME</u>	<u>MONTH/YEAR</u>	<u>VOLUME</u>

RAILROAD COMMISSION OF TEXAS

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

Form P-16

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Rev. 01/2016

Acreage Designation

SECTION 1: OPERATOR INFORMATION	
Operator Name: BHP BILLITON PET(TXLA OP) CO	Operator P-5 No.:068596
Operator Address: 1360 POST OAK BLVD., SUITE 150 HOUSTON, TX 77056	

SECTION II: WELL INFORMATION		
District No.: 08	County: REEVES	Purpose of Filing: ☐ Drilling Permit Application (Form W-1) ☒ Completion Report (Form G-1/W-2)
Well No.: 1H	API No.: 42-389-35097	
Total Lease Acres: 642.53	Drilling Permit No.: 811911	
Lease Name: STATE PLACER 57-T2-44	Lease No.:	
Field Name: PHANTOM (WOLFCAMP)	Field No.: 71052900	

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

SECTION III. LISTING OF ALL WELLS IN THE APPLIED-FOR FIELD ON THE SAME ACREAGE AS THE LEASE, POOLED UNIT, OR UNITIZED TRACT DESIGNATED IN SECTION II ABOVE BY FILER							
RRC ID No. or Lease No.	Well No.	H-Horizontal D-Directional V-Vertical	Lease Name	API No.	Acre Assigned	SWR 38 Except. (Y/N)	Operator Name and Operator No. (if different from filing operator)
Pending	1H	H	State Placer 57-T2-44	389-35097	642.53	n	
Total Well Count >	1	642.53	< A. Total Assigned Horiz. Acreage		642.53	< C. Total Assigned Acreage	
		0	< Total Remaining Horiz. Acreage		0	< Total Remaining Acreage	
		0	< B. Total Assigned Vert./Dir. Acreage				
		0	< Total Remaining Vert./Dir. Acreage				

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

Attach Additional Pages As Needed. ☐ No additional pages ☒ Additional Pages: 1 (No. of additional pages)

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

Flowers, Diann

Digitally signed by Powers, Ryan
DN: cn=Powers, Ryan, o=BRIDGES, email=Powers, Ryan@bridges.com, c=US
Date: 2016.08.08 12:50:50 -0500

Diann Flowers, Regulatory Supervisor

diann.flowers@bhpbilliton.com

Signature

Name and title (type or print)

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

1360 Post Oak Blvd, Ste 150

Houston TX 77056

(713) 983-2508

5/15/2016

Address

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

Tel: Area Code

Number

Date: mo. day yr.

RAILROAD COMMISSION OF TEXAS

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

Form P-16

Page 2

Rev. 01/2016

Acreage Designation

Filer is the owner or lessee of all or an undivided portion of the minerals under each tract listed below and has the legal right to drill on each tract traversed by the well that will have perforations or other take points open in the interval of the applied-for field(s). All tracts listed will actually be traversed by the wellbore or the filer has pooling authority or other contractual authority, such as a production sharing agreement, authorizing inclusion of the non-drillsite tract in the acreage assigned to the well.

SECTION V. LISTING OF ALL TRACTS CONTRIBUTING ACREAGE TO AN RRC DESIGNATED DRILLSITE DEVELOPMENTAL UNIT THAT IS NOT A SINGLE LEASE, POOLED UNIT, OR GROUP OF TRACTS UNITIZED BY CONTRACT FOR PURPOSES OF SECONDARY RECOVERY

RRC ID No. or Lease No.	Lease Name	Beginning Lease Acreage	Allocated Lease Acreage	Ending Lease Acreage	Operator Name and Operator No. (if different from filing operator)
	STATE PLACER 57-T2-44	642.53	642.53	0	
Total Allocated Acreage >			642.53	0	< Total Lease Acreage

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

SECTION VI. LISTING OF ALL WELLS IN THE APPLIED FOR FIELD ON THE SAME ACREAGE AS THE LEASE OR POOLED UNIT DESIGNATED FOR THE TRACTS LISTED IN SECTION V BY FILER

[illegible]

SECTION VII: REMARKS



Crafton Tull
surveying

501.328.33161 501.328.33251
www.craftontull.com

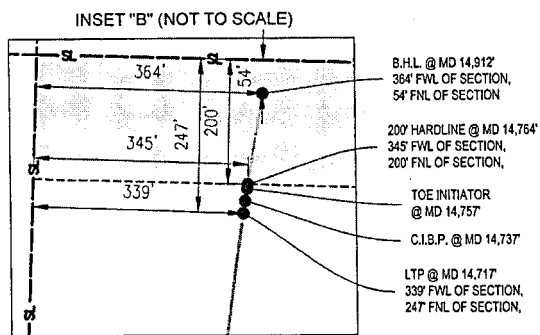
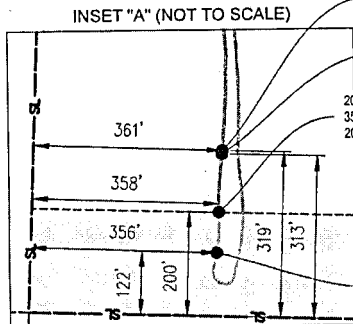
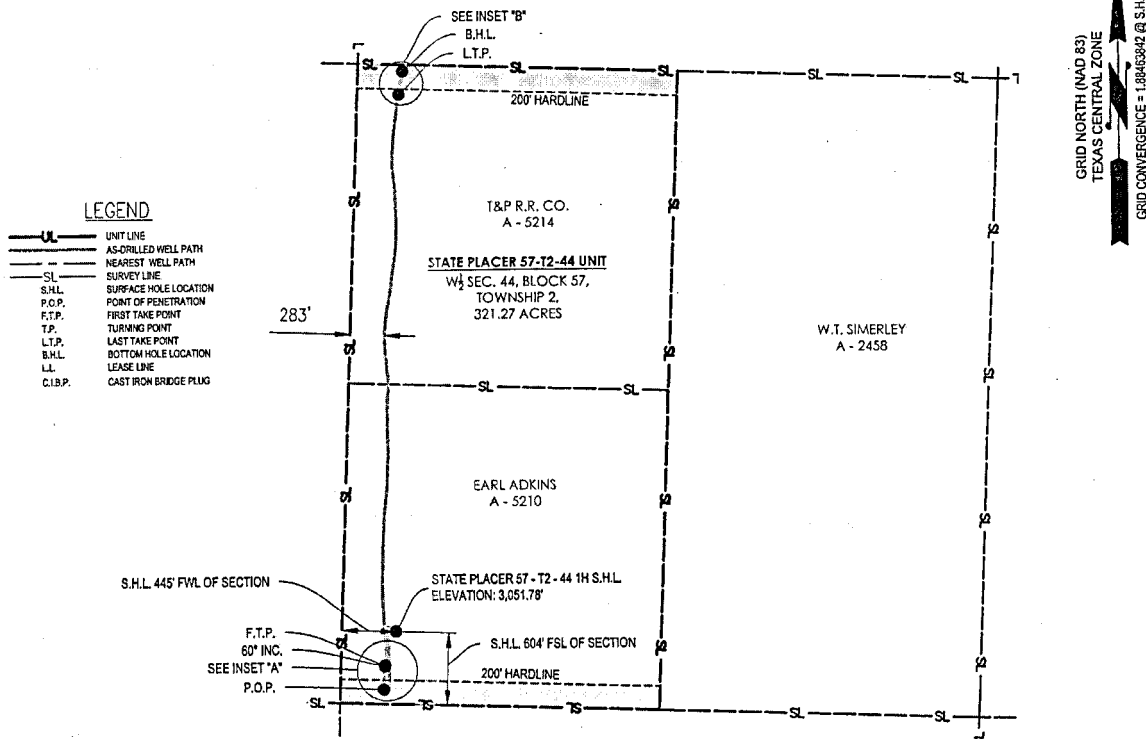
1000 Ledgeview Dr.
Conway, Arkansas 72034

REEVES COUNTY, TEXAS

S.H.L. ELEVATION

WELL NAME	ELEVATION
STATE PLACER 57-T2-44 1H	3,051.78'

NOTE: S.H.L. APPROXIMATE LOCATION IS S 53°30'56" W,
6.29 MILES FROM ORLA, TEXAS.
S.H.L. AND B.H.L. LOCATED IN SECTION 44, BLOCK 57, TOWNSHIP 2.

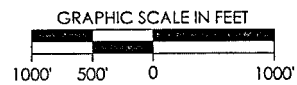


WELL BORE POSITIONS

REFERENCE	LAT. (NAD 83)	LONG. (NAD 83)	NORTHING (NAD 83)	EASTING (NAD 83)	LAT. (NAD 27)	LONG. (NAD 27)	NORTHING (NAD 27)	EASTING (NAD 27)
S.H.L.	31.76853412° N	-103.99240707° W	10625671.67	1159608.35	31.76840838° N	-103.99193234° W	10625671.67	1159608.35
P.O.P.	31.76720530° N	-103.99270039° W	10625192.63	1159501.38	31.76708254° N	-103.99222568° W	10625192.63	1159501.38
F.T.P.	31.76775087° N	-103.99268030° W	10625389.69	1159514.11	31.76762512° N	-103.99220558° W	10625389.69	1159514.11
L.T.P.	31.76077042° N	-103.99255462° W	10630123.09	1159677.86	31.78064468° N	-103.99217953° W	10630123.09	1159677.86
B.H.L.	31.78130071° N	-103.99258861° W	10630315.02	1159710.92	31.78117498° N	-103.99209351° W	10630315.02	1159710.92

I do hereby certify that the well location is true and correct to the best of my knowledge + belief.

Signature



GENERAL NOTES
1. THE LOCATIONS OF UNDERGROUND UTILITIES AS SHOWN HEREON ARE BASED ON REASONABLE VISUAL OBSERVATION. LOCATIONS OF UNDERGROUND UTILITIES STRUCTURES MAY VARY FROM LOCATIONS SHOWN HEREIN. ADDITIONAL BURIED UTILITIES STRUCTURES MAY BE ENCOUNTERED. NO EXCAVATIONS WERE MADE DURING THE PROGRESS OF THIS SURVEY TO LOCATE BURIED UTILITIES STRUCTURES. BEFORE EXCAVATIONS ARE BEGUN, THE OFFICES OF THE VARIOUS UTILITIES SERVICING THIS AREA SHOULD BE CONTACTED FOR THEIR UTILITY LOCATION.
2. PROJECT COORDINATE SYSTEM: TEXAS STATE PLANE, CENTRAL ZONE, NAD83, U.S. FEET AS DETERMINED BY GPS OBSERVATION. CIP = 0.909825241.

REVISION	DATE	BY	DESCRIPTION
1	PRELIMINARY PLAT 2/17/16		
BHP BILLITON PET (TXLA OP) CO			
STATE PLACER 57-T2-44 1H (MWN 835564)			
S.H.L. AND B.H.L. LOCATED IN SECTION 44, BLOCK 57, TOWNSHIP 2, REEVES COUNTY, TEXAS			
AS-DRILLED PLAT			
SCALE: 1" = 1000'		CHECKED BY: SIGMON	APPROVED BY: J. PARKER
PLOT DATE: 02/17/2016		DRAWN BY: GREEN	SHEET NO.: 1 OF 1

Form P-16

Page 1
Rev. 02/2019

Date: 12/12/19 mo. day yr.



Crafton Tull
surveying

501.328.3314 | 501.328.2325 |
www.craftontull.com

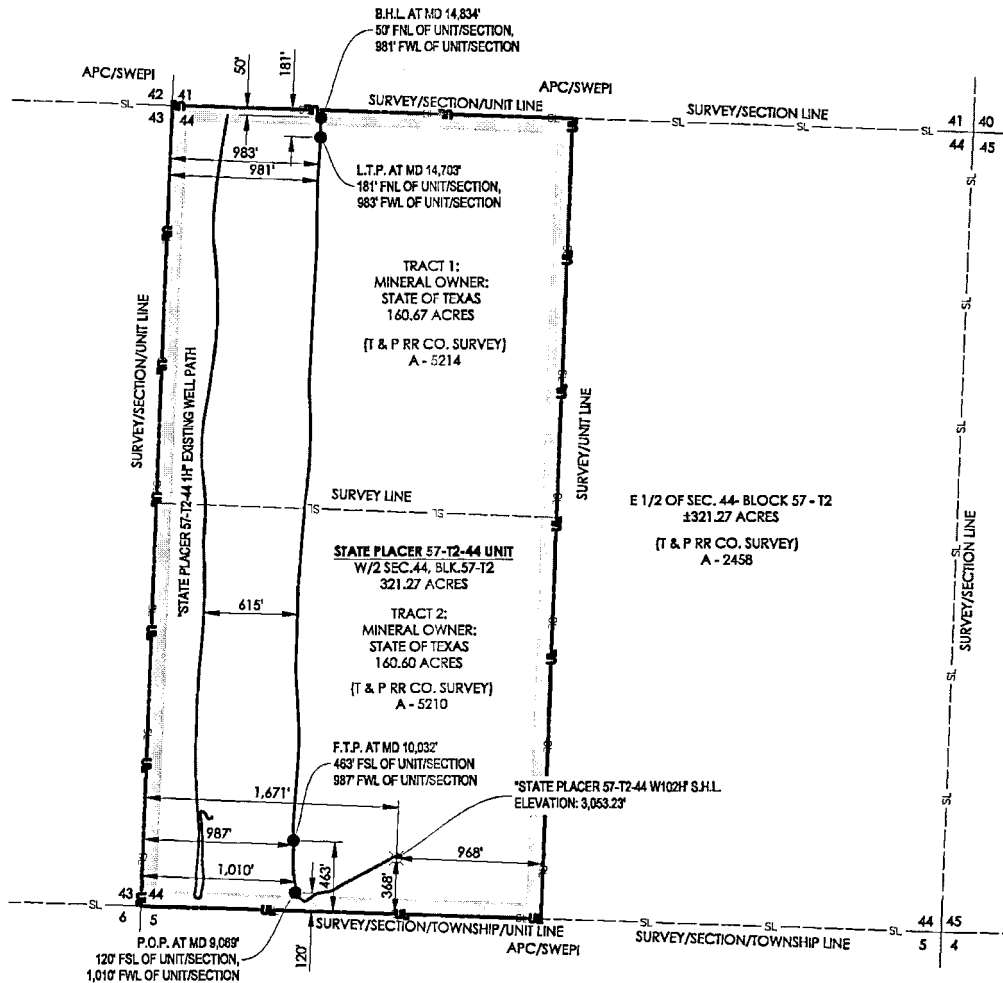
1000 Ledgeview Dr.
Conway, Arkansas 72034

S.H.L. ELEVATION

WELL NAME	ELEVATION
STATE PLACER 57-72-44 W102H	3,053.23'

NOTE: S.H.L. APPROXIMATE LOCATION IS S 51°41'26" W,
6.12 MILES FROM ORLA, TEXAS.
S.H.L. LOCATED IN THE T & P RR CO. SURVEY A - 5210.
B.H.L. LOCATED IN THE T & P RR CO. SURVEY A - 5214.

GRID NORTH (NAD 83)
TEXAS CENTRAL ZONE
GRID CONVERGENCE = -001.8026088' @ S.H.L.



UNIT CORNERS

LOCATION	DESCRIPTION	NAD83 (1985)		NAD27	
		STATE PLANE TEXAS CENTRAL (2277)	GEODESIC TEXAS CENTRAL (2277)	STATE PLANE TEXAS CENTRAL (2277)	GEODESIC TEXAS CENTRAL (2277)
NW CORNER 57-72-44	1/2" REBAR W/ CAP	N = 10630380.50 E = 1159348.09	LAT: 31.78144791° N LONG: 103.96373930° W	N = 787803.59 E = 862887.73	LAT: 31.78132218° N LONG: 103.96326415° W
NE CORNER UNIT	CALCULATED CORNER	N = 10630287.21 E = 1161988.28	LAT: 31.78145748° N LONG: 103.96324194° W	N = 787720.28 E = 865528.68	LAT: 31.78133167° N LONG: 103.96476712° W
SE CORNER UNIT	CALCULATED CORNER	N = 10624899.18 E = 1161777.42	LAT: 31.76688237° N LONG: 103.96350048° W	N = 782422.41 E = 865315.91	LAT: 31.76675654° N LONG: 103.96486006° W
SW CORNER 57-72-44	1/2" REBAR W/ CAP	N = 10625082.20 E = 1159140.29	LAT: 31.76687224° N LONG: 103.96349995° W	N = 782505.45 E = 862678.82	LAT: 31.76674850° N LONG: 103.96337522° W

LEGEND

- UNIT LINE
- AS-DRILLED WELL PATH
- NEAREST WELL PATH
- SURVEY / SECTION LINE
- SURFACE HOLE LOCATION
- POINT OF PENETRATION
- FIRST TAKE POINT
- T.P.
- L.T.P.
- B.H.L.

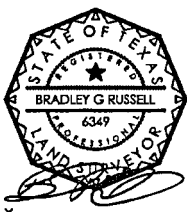
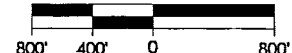
WELL BORE POSITIONS

REFERENCE	LAT. (NAD 83)	LONG. (NAD 83)	NORTHING (NAD 83)	EASTING (NAD 83)	LAT. (NAD 27)	LONG. (NAD 27)	NORTHING (NAD 27)	EASTING (NAD 27)
S.H.L.	31.76788953° N	103.96846685° W	10625397.06	1160824.54	31.76776373° N	103.96796230° W	782820.29	864363.06
P.O.P.	31.76720545° N	103.96059636° W	10625170.09	1160154.90	31.76707967° N	103.96012174° W	782583.33	863693.42
F.T.P.	31.78814843° N	103.99066535° W	10625513.65	1160144.74	31.76802286° N	103.99019070° W	782936.88	863683.28
L.T.P.	31.78095580° N	103.96058037° W	10630188.58	1160324.26	31.78082805° N	103.96010538° W	787591.66	863862.88
B.H.L.	31.78131383° N	103.96059385° W	10630299.51	1160327.48	31.78118808° N	103.96010893° W	787722.59	863868.08

WELL PATH DATA

REF.	SECTION LINE CALLS (±)	LEASE LINE CALLS (±)
S.H.L.	368' FSL, 1,671' FWL	368' FSL, 968' FEL
P.O.P.	120' FSL, 1,010' FWL	120' FSL, 1,010' FWL
F.T.P.	463' FSL, 987' FWL	463' FSL, 987' FWL
L.T.P.	181' FNL, 983' FWL	181' FNL, 983' FWL
B.H.L.	50' FNL, 981' FWL	50' FNL, 981' FWL

GRAPHIC SCALE IN FEET



CONTACT INFORMATION:
Bradley G. Russell
Crafton Tull (10183715)
1000 Ledgeview Dr.
Conway, AR 72034

GENERAL NOTES

1. THE LOCATIONS OF UNDERGROUND UTILITIES AS SHOWN HEREON ARE BASED ON REASONABLE VISUAL OBSERVATION. LOCATIONS OF UNDERGROUND UTILITIES MAY VARY FROM LOCATIONS SHOWN HEREON. ADDITIONAL BURIED UTILITIES/STRUCTURES MAY BE ENCOUNTERED. NO EXCAVATIONS WERE MADE DURING THE PROGRESS OF THIS SURVEY TO LOCATE BURIED UTILITIES/STRUCTURES. BEFORE EXCAVATIONS ARE BEGUN, THE OFFICES OF THE VARIOUS UTILITIES SERVICING THIS AREA SHOULD BE CONTACTED FOR THEIR UTILITY LOCATION.

2. PROJECT COORDINATE SYSTEM: TEXAS STATE PLANE, CENTRAL ZONE, NAD83, U.S. FEET AS DETERMINED BY GPS OBSERVATION. CAP = 0.000025008 @ B.H.L.

REVISION	
1	PRELIMINARY PLAT 07/11/2019
2	FINAL PLAT 08/07/2019

BPX OPERATING COMPANY

STATE PLACER 57-72-44 W102H
S.H.L. LOCATED IN THE T & P RR CO. SURVEY A - 5210 & B.H.L. LOCATED IN THE T & P RR CO. SURVEY A - 5214
REEVES COUNTY, TEXAS
FINAL AS-DRILLED PLAT

SCALE: 1" = 800'
PLOT DATE: 08/07/2019
CHECKED BY: KD
DRAWN BY: JWB
APPROVED BY: MN
SHEET NO.: 1 OF 1

|| 800 5000978 ||

bpx energy

BPX Operating Company
Attn: BP GBS Americas - P2P Treasury
Payments
150 West Warrenville Road, Building 605, 3rd
Floor
Naperville, IL 60563

PAGE 1 OF 1

12/08/20

X01LH

COMMISSIONER OF THE TEXAS GENERAL
LAND OFFICE ATN MINERAL LEASING
1700 N CONGRESS AVE
AUSTIN, TX 78701 US

VENDOR NUMBER: 0069000250

TRACE NUMBER: 2000020516

DOCUMENT NO.	INVOICE DATE	INVOICE NO.	GROSS AMOUNT	DISCOUNT NO.	NET AMOUNT
1900048340 MF116326B QLS 2006882002 16 B MF116326B QLS 2006882002 16 B DEPTH EXTENSION PAY	12/03/20	144	60,000.00		60,000.00
			21703589		121
TOTALS			60,000.00		60,000.00

INQUIRIES CONCERNING THIS PAYMENT SHOULD BE
DIRECTED TO OUR OFFICE, PLEASE CALL
(800) 284-2244

IN ORDER TO AFFECT TIMELY INVOICE PAYMENT PLEASE PLACE
YOUR VENDOR NUMBER ON ALL FUTURE INVOICE TO BP.
*** YOUR VENDOR NUMBER IS 0069000250

DETACH AND RETAIN THIS STUB FOR YOUR RECORDS

CHECK NO. 8005000979 ATTACHED BELOW

bpx energy

BPX Operating Company
Attn: BP GBS Americas - P2P Treasury Payments
150 West Warrenville Road, Building 605, 3rd Floor
Naperville, IL 60563

62-20
311

CHECK NO. 8005000979

12/08/20

PAY TO THE
ORDER OF

21703589

COMMISSIONER OF THE TEXAS GENERAL
LAND OFFICE ATN MINERAL LEASING
1700 N CONGRESS AVE
AUSTIN, TX 78701 US

*****\$60,000.00

NOT VALID AFTER 6 MONTHS

Sixty thousand and 00/100 Dollars

TRACE NUMBER: 2000020516

CITIBANK N.A.
ONE PENN'S WAY, NEW CASTLE, DE 19720

Laura N. Allesh
Authorized Signature

8005000979



Allie Huizenga

Land Negotiator

Permian BU

BP America Production Company
BPX Energy Inc.
1700 Platte Street
Suite 150
Denver, Colorado 80202
USA

Direct 720-682-0308
Allie.Huizenga@bpx.com

December 16, 2020

Texas General Land Office
Attention: Susan Draughn
1700 N. Congress Avenue, Suite 840
Austin, TX 78701-1495

Via FedEx & Email

Re: January 2021 Deep Rights Retention Payment
State Placer 57-T2-44 (MF# 116326 A,B)

Dear Ms. Draughn:

Enclosed please find a deep rights retention payment due January 2021 for the above captioned Mineral File and accompanying Deep Rights Retention Payment Forms.

Please do not hesitate to contact me at 720-682-0308 or Allie.Huizenga@bpx.com should you have any questions.

Respectfully,

Allie Huizenga

Enclosures

7.

File No. MF 116326
DRR payment + Form County

Date Filed: 3/22/21
George P. Bush, Commissioner
By SSD

15.32.50



TEXAS GENERAL LAND OFFICE
GEORGE P. BUSH, COMMISSIONER

March 8, 2021

Ms. Allie Huizenga
BHXX Energy Inc.
1700 Platte Street, Suite 150
Denver, CO 80202

RE: MF116326 – Relinquishment Act Lease
Deep Rights Retention, Leases A and B, Reeves County, Texas
160.00 acres, SW/4, Section 44, Block 57, T2, T&P RR Co. Survey, A-5210
Well: State Placer 57-T2-44 1H, API 42-389-35097, RRC 08-281240
State Placer 57-T2-44 102H, API 42-389-38088, RRC 08-288822
Unit: State Placer 57-T2-44, State Unit #7779

Dear Ms. Huizenga:

The Deep Rights Retention checks in the total amount of \$120,000.00 for mineral file MF116326, Leases A and B have been accepted and will retain the deep rights until January 23, 2023.

If you have any questions, please feel free to contact me.

Best regards,

Susan S. Draughn, Landman
Energy Resources/Mineral Leasing
Direct: 512.463.6521
Email: susan.draughn@glo.texas.gov

Enclosure

8.

File No. MF 116326
Letter accepting DRR County

Date Filed: 3/22/21
George P. Bush, Commissioner
By SSD



BPX Midstream, LLC
Attn: BP GBS Americas - P2P Treasury
Payments
150 West Warrenville Road, Building 605, 3rd
Floor
Naperville, IL 60563

PAGE 1 OF 1

20708593

03/27/20

X07LH

COMMISSIONER OF THE TEXAS GENERAL
LAND OFFICE
1700 N CONGRESS
AUSTIN, TX 78701-1495 US

VENDOR NUMBER: 0069000251

TRACE NUMBER: 2000001099

DOCUMENT NO.	INVOICE DATE	INVOICE NO.	GROSS AMOUNT	DISCOUNT NO.	NET AMOUNT
1900000536 ELECTRIC LINE SW 4 OF 57-T2-44 Electric Line SW 4 of 57-T2-44	03/18/20	2020.162	1,290.75		1,290.75
TOTALS			1,290.75		X 1,290.75

counted 5/08
161

INQUIRIES CONCERNING THIS PAYMENT SHOULD BE
DIRECTED TO OUR OFFICE. PLEASE CALL
(800) 284-2244

IN ORDER TO AFFECT TIMELY INVOICE PAYMENT PLEASE PLACE
YOUR VENDOR NUMBER ON ALL FUTURE INVOICE TO BP.
*** YOUR VENDOR NUMBER IS 0069000251

DETACH AND RETAIN THIS STUB FOR YOUR RECORDS

CHECK NO. 8005000249 ATTACHED BELOW



BP America Production Company
BPX Energy Inc.
Permian Development – Land Department
1700 Platte St
Denver, CO 80202

April 28, 2020

Texas General Land Office
Attn: Energy Resources
1700 North Congress Avenue
Austin, TX 78701

RE: **Surface Damage Payment – Electric Line
Keystone Placer PME
Section 44, Block 57, Township 2
Reeves County, Texas**

Dear Texas General Land Office,

Enclosed herein, please find **Check No. 8005000249** in the amount of **\$1,290.75** covering the electric line on the subject line, which is outlined below:

Electric Line:	(17.21 rods) x (\$150.00/rod)	=	\$2,581.50
Total Damages:		=	\$2,581.50
Total paid to Agent of the State:	(\$2,581.50 x 0.50)	=	\$1,290.75
Total paid to the <u>State of Texas</u>:		=	<u>\$1,290.75</u>

Should you have any questions or need additional assistance regarding this matter, please don't hesitate to contact me at the telephone numbers or email address listed below.

Respectfully,

Cameron Finger
Surface Land Negotiator
Office: (303) 731-8260
Mobile: (720) 697-9363
Cameron.Finger@bpx.com

9.

File No. MF116326

County

Surface Damage Pmt

Date Filed: 3-29-2021

George P. Bush, Commissioner

By: VB

6.30.21



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

October 11, 2023

Certified USPS # 7021 2720 0000 6468 9664

Mindy Johnson
BPX Operating Company
1700 Platte St.
Denver, CO 80202

Re: Partial Release of State Lease No. MF 116326 A&B, ; GLO Unit No. 7779
State Placer 57-T2-44 W102H / API No. 42-389-38088 / RRC Lease No. 288822
All of the Southwest Quarter (SW/4) of Section 44, Block 57, Township 2, A-5210, T&P RR
Co. Survey, Reeves County, Texas, containing 160 acres, more or less.

Ms. Johnson:

The Texas General Land Office (GLO) has completed a review of the above captioned State Lease of which BPX Operating Company is the current listed operator. The review of our internal records indicated that the GLO has not received a Partial Release as required under the Retained Acreage Clause located in Paragraph No. 16 of the above referenced State Lease.

In accordance with Paragraph 16(b) of the Oil and Gas Lease, it appears the above referenced State Lease terminated as to all depths lying below all depths below 10,000' State Placer 57-T2-44 W102H (API No. 42-389-38088), said well being the deepest well drilled, as reflected in the Scientific Drilling, Intl Regulatory Report (Grid North) dated 5/14/2019.

Please provide the GLO with a Partial Release of the above referenced State Lease as to the terminated depths as required under Paragraph No. 16, effective as of the date of said termination. Additionally, Title 31, §9.92, of the Texas Administrative Code requires that a recorded original or certified copy of the Partial Release, along with a filing fee of twenty-five dollars (\$25.00) for each State Lease affected by said Partial Release, is to be filed with our office.

Should you disagree with this assessment please provide evidence to the GLO at the address shown below within thirty (30) days of receipt of this letter. If you have questions concerning this matter, please feel free to e-mail me at the address below my signature.

Best,

Chase Brockman
Energy Resources
chase.brockman@glo.texas.gov

10

File No. MF116326

County

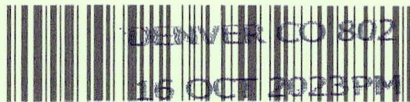
Depths Release Request Ltr

Date Filed: 10/11/23

Commissioner Dawn Buckingham, M.D.

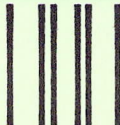
By: CRB

USPS TRACKING #



DENVER CO 802

16 OCT 2023PM 8 L



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USPS
Permit No. G-10

9590 9402 7565 2098 2705 24

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

ENERGY RESOURCES
Chase Brockman – 8th Floor
Texas General Land Office
P.O. Box 12873
Austin, TX 78701



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:

Mindy Johnson
BPX Operating Company
1700 Platte St.
Denver, CO 80202



9590 9402 7565 2098 2705 24

2. Article Number (Transfer from service label)

7021 2720 0000 6468 9664

COMPLETE THIS SECTION ON DELIVERY

A. Signature

- ☐ Agent
☐ Addressee

B. Received by (Printed Name) *10/15/23* Date of Delivery

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

3. Service Type

- | | |
|--|---|
| ☐ Adult Signature | ☐ Priority Mail Express® |
| ☐ Adult Signature Restricted Delivery | ☐ Registered Mail™ |
| ☒ Certified Mail® | ☐ Registered Mail Restricted Delivery |
| ☐ Certified Mail Restricted Delivery | ☐ Signature Confirmation™ |
| ☐ Collect on Delivery | ☐ Signature Confirmation Restricted Delivery |
| ☐ Collect on Delivery Restricted Delivery | |

Restricted Delivery

ENERGY RESOURCES

Chase Brockman – 8th Floor

Texas General Land Office

P.O. Box 12873

Austin, TX 78701

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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.

receipt; attach PS Form 3811 to your mailpiece;

IMPORTANT: Save this receipt for your records.

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Domestic Mail Only

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

OFFICIAL USE

Certified Mail Fee

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435

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 \$

355

Postage

\$

433
3

Mindy Johnson
BPX Operating Company
1700 Platte St.
Denver, CO 80202

Postmark
Here

AUSTIN, TX
78711

OCT 2023

123456789101112131415161718192021222324

for Instructions

4996 8949 0000 0222 1201

Chase Brockman

From: Chase Brockman
Sent: Monday, November 20, 2023 2:27 PM
To: Tripp Maxwell
Subject: RE: Partial Release Request of State Lease No. MF 116326 A&B

Tripp,

My apologies, it appears you are correct. Upon further review of the Pooling Agreement (Paragraph 9.2), the leases both hold from surface to 100' below the base of the Wolfcamp.

I do appreciate the recorded assignments; these had not previously been furnished to the GLO. I will add them to and update our files accordingly.

Kind Regards,
Chase

From: Tripp Maxwell <Tripp.Maxwell@bpx.com>
Sent: Monday, November 20, 2023 1:20 PM
To: Chase Brockman <Chase.Brockman@glo.texas.gov>
Subject: [EXTERNAL] Partial Release Request of State Lease No. MF 116326 A&B

Chase,

BPX is in receipt of your letter (copy attached) requesting a Partial Release of the subject leases. BPX does not agree with the interpretation of the subject leases expiring as to the depths mentioned in your letter.

The Pooling Agreement for the State Placer 57-T2-44 Unit modified the underlying lease terms such that in the event the deeper depth retention payment ("16B Payment") was made, the leases would be held as to all depths down to 100' below the base of the Wolfcamp. According to our records the 16B Payment was made for both of the subject leases in 12/2020. Additionally, BPX conveyed all right, title and interest to Anadarko E&P Onshore, LLC, and Permian Delaware Enterprises Holdings on 12/22/2022 with an effective date of 11/1/2022. For your convenience, I have attached the following documents:

1. Copy of Partial Release Request for the subject leases
2. Pooling Agreement for State Placer 57-T2-44 Unit
3. 16B Payment Letter and Check Copy
4. Recorded Assignment and Conveyance from BPX Operating Company to Anadarko E&P Onshore LLC
 - a. BPX assigned to AEP an undivided 42.0872% of its interest in the subject leases
5. Recorded Assignment and Conveyance from BPX Operating Company to Permian Delaware Enterprises Holdings
 - a. BPX assigned to PDEH the remaining 57.9128% of its interest in the subject leases

Please don't hesitate to reach out with any additional questions or concerns.

Thanks,

Tripp Maxwell, CPL

Subsurface Land Supervisor, Permian

BPX Operating Company

BPX Energy Inc.

1700 Platte Street

Denver, CO 80202

(720) 388-8779 – Direct

(720) 636-5404 – Mobile

Tripp.Maxwell@bpx.com

bpx energy

Nothing contained in this communication, or in any other written or oral communications with BP America Production Company or its affiliates (collectively "BP") concerning the matters addressed above, shall create an obligation on BP to conclude a transaction covering such matters. Unless and until a written agreement covering the matters addressed above is executed by BP's authorized representative having express authority to bind BP to a transaction of such size and nature, BP has no obligation (legal or otherwise) concerning such matters. You should not rely on this communication or any other written or oral communications with BP as the basis for taking any action, foregoing any opportunity or incurring any costs, in anticipation of concluding a transaction with BP.

This email and any attachments are intended only for the addressee(s) listed above and may contain confidential, proprietary, and/or privileged information. If you are not an intended recipient, please immediately advise the sender by return email, delete this email and any attachments, and destroy any copies of same. Any unauthorized review, use, copying disclosure or distribution of this email and any attachments is prohibited.

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

File No. MF116326 County _____

Email correspondence w/BPK

Date Filed: 11-20-2023
Commissioner Dawn Buckingham, M.D.

By: CRB

(11)

ASSIGNMENT AND CONVEYANCE

STATE OF TEXAS	§
	§
COUNTIES OF REEVES AND	§
LOVING	§

This Assignment and Conveyance (this “**Assignment**”) is made this 22nd day of December, 2022, but effective as of the Effective Time (as defined below), by and between, **BPX Operating Company**, a Texas corporation (“**Assignor**”), whose address is 1700 Platte Street, Suite 150, Denver, Colorado 80202 and **Permian Delaware Enterprises Holdings LLC**, a Texas limited liability company (“**Assignee**”), whose address is 600 W. Illinois Avenue, Midland, Texas 79701. Assignee and Assignor are collectively referred to herein as the “**Parties**” and sometimes individually referred to herein as a “**Party**.” This Assignment shall be effective as of 12:01 a.m. Central Time on November 1, 2022 (the “**Effective Time**”).

WITNESSETH:

WHEREAS, Assignor, Assignee and Anadarko E&P Onshore LLC are parties to that certain Lease Exchange Agreement, effective as of the Effective Time (together with the exhibits attached thereto, the “**Exchange Agreement**”, with all capitalized terms used but not defined in this Assignment having the meanings given to such terms in the Exchange Agreement) pursuant to which Assignor has agreed to assign, sell and convey to Assignee the Subject Interests (as defined below); and

WHEREAS, pursuant to the Exchange Agreement, Assignor and Assignee have agreed to execute and deliver this Assignment.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor does hereby assign, transfer, convey, and deliver unto Assignee, effective as of the Effective Time, an undivided 57.9128% of Assignor’s right, title, interest and estate, real or personal, recorded or unrecorded, movable or immovable, tangible or intangible, direct or indirect, in, to, and under the following, less and except the Excluded Property (as hereinafter defined):

Section 1.1:

(a) the oil, gas and/or mineral leases described on Exhibit A-1 (Leases and Lands) attached hereto and made a part hereof for all purposes, to the extent covering lands described on Exhibit A-1 (Leases and Lands), save and except with respect to the Retained Lease Interests, in each case, located in Reeves and/or Loving Counties, Texas, together with all extensions, ratifications, or amendments thereof, and any leasehold estates and operating rights to the oil and gas in place covered by such leases (the “**Leases**”, and the lands described on Exhibit A-1 (Leases and Lands) collectively, the “**Lands**”), and all tenements, hereditaments and appurtenances to the foregoing and all rights that arise by operation of law or that benefit or accrue

to the owner or lessee of the foregoing with respect to the exploration, development or use of, or production from the foregoing;

(b) the oil, gas, casinghead gas, coal bed methane, condensate and other gaseous and liquid hydrocarbons or any combination thereof, sulfur extracted from hydrocarbons and all other lease substances (“**Hydrocarbons**”) under the Leases and that may be produced under or otherwise be allocated or attributed to the Leases, or the Lands;

(c) the joint operating agreements described on Exhibit A-2 (Joint Operating Agreements) attached hereto and made a part hereof for all purposes;

(d) the unitization, pooling and communitization agreements, declarations, orders, and the units and rights derived therefrom or created thereby, pertaining to or covering the Leases or the Lands (the “**Units**” and, together with the Leases and the Lands, the “**Properties**”); and

(e) copies, or electronic versions (if available), of the books, records, files, reports and similar documents and materials, including title files, title opinions, abstracts of title, ownership maps, contracts files, leases and lease records, title curative materials, in each case to the extent pertaining to the properties and interests described in subsections 1.1(a) through (d) and that are in the possession and control of, or maintained by, Assignor or its Affiliates (the “**Records**”).

All of Assignor’s right, title and interest in and to the above described properties, interests, and rights specified in the foregoing subsections 1.1(a) through (e) are hereinafter collectively referred to as the “**Subject Interests**”. However, the Subject Interests shall not include Assignor’s right, title, and interest in and to the Excluded Property, as defined below.

EXCEPTING AND RESERVING to Assignor, the right, title, interest and estate, real or personal, recorded or unrecorded, movable or immovable, tangible or intangible, direct or indirect, in, to, and under the following (collectively, the “**Excluded Property**”):

Section 1.2:

(a) all oil, gas, water or injection wells located on the Properties as of the Effective Time, whether producing, shut-in or temporarily abandoned, including those described on Exhibit B-1 attached hereto and made a part hereof for all purposes (the “**Retained Wells**”) and including all of the tangible personal property, equipment, installations, fixtures, improvements and other appurtenances used or held for use in connection therewith, including, without limitation, all machinery, facilities, flow lines, gathering lines, gas lines, water lines, pipelines, electrical infrastructure, power lines, tubing, well pads, well heads, pumps, casing, caissons, motors, platforms, tank batteries, separators, treaters, rods, tanks, improvements, towers, SCADA equipment, radios, meters, computers, automation equipment, spare parts, compressors, pipe, vehicles, vessels, processing and compression equipment and facilities, and all manifolds, pads, structures, buildings, real property, materials and similar items so long as all such items are used in the operation thereof;

(b) the Leases *insofar and only insofar* as they give rise to Assignor's ownership interests, right to operate, produce, save, store, transport and market Hydrocarbons from the currently producing depths and intervals in the Retained Wells, including the right to conduct refracturing or other reservoir stimulation operations, workovers, and ordinary maintenance operations in the currently producing depths and intervals in such Retained Wells, and including any carried working interests associated therewith;

(c) the Hydrocarbons produced from the Retained Wells, together with all trade credits, accounts, receivables and all other proceeds, income or revenues from the sale of Hydrocarbons to the extent produced from or accrued to the Retained Wells or to the extent attributable to the other Excluded Property;

(d) the rights in proration units assigned to each Retained Well by Assignor, and approved by the Railroad Commission of Texas (the "**RRC**") pursuant to Chapter 3 of Part 1 of Title 16 of the Texas Administrative Code (the "**RRC Rules**") to permit Assignor to produce its maximum daily allowable from each Retained Well (such proration units as further described on Exhibit B-2 (Proration Units) referred to herein as the "**Proration Units**" and collectively with the Retained Wells and the Retained Lease Interests, the "**Retained Wells Interests**"), as such proration units may be amended or modified pursuant to Section 6.2(c) of the Exchange Agreement;

(e) (i) as calculated before taking into effect the Reserved BSF Override, an overriding royalty interest in and to the Leases as to all depths from and after the Effective Time equal to (and no greater than) the positive difference, if any, between (x) twenty-five percent (25%) and (y) the burdens of record in the appropriate county land records as of the Effective Time measured by or payable out of production of Hydrocarbons from or otherwise allocable or attributable to the Leases as of the Effective Time, subject to the provisions of Section 2 of this Assignment (the "**General Reserved Override**"), and (ii) an undivided one percent (1%) overriding royalty interest in and to those Leases described on Exhibit B-3 (BSF Override Leases) (the "**BSF Override Leases**"); and collectively with those Leases subject to the General Reserved Override, the "**Override Leases**", as further described and subject to the provisions of Section 2 of this Assignment, insofar and only insofar as such BSF Override Leases cover the Bone Spring Formation (the "**Reserved BSF Override**" and collectively with the General Reserved Override, the "**Reserved Overrides**");

(f) all surface leases, surface use agreements, water well agreements, water rights agreements, permits, franchises, consents, approvals, rights-of-way, servitudes, licenses, easements and other similar rights or agreements;

(g) all fee mineral interests and fee surface interests with respect to all or any portion of the Lands;

(h) all transportation, processing, treatment, marketing, production, storage, sale, disposal, handling, or gathering agreements that relate to the properties and interests described in subsections 1.2(a) through (d) of this definition of "Excluded Property";

(i) all information technology assets, including desktop computers, laptop computers, servers, networking equipment, and any associated peripherals and other computer hardware, all radio and telephone equipment, smartphones, tablets and other mobility devices, well communication devices, and any other information technology system;

(j) all rights of ingress and egress through and across such Lands in order to produce Hydrocarbons or conduct operations in connection with the Retained Wells;

(k) except for the joint operating agreements described on Exhibit A-2, all existing contracts, agreements and instruments of Assignor, including effective sales, purchase contracts, operating agreements, area of mutual interest agreements, joint venture agreements, exploration agreements, development agreements, exchange agreements, balancing agreements, farmin and farmout agreements, drilling agreements, service agreements, equipment leases, midstream agreements, and other contracts, agreements and instruments, in each case, to the extent such contracts, agreements and instruments directly relate to the properties and interests described in subsections 1.2(a) through (j) of this definition of "Excluded Property";

(l) originals or copies, and electronic versions (if available), of Assignor's Records, together with all other files and records pertaining to the properties and interests described in subsections 1.1(a) through (d) of the definition of "Subject Interests", that are not included in the definition of Records;

(m) any indebtedness for borrowed money (including guarantees, letters of credit and similar instruments) or hedging instruments and related liabilities; and

(n) (i) all corporate minute books, Tax and financial records and other business records that relate to Assignor's business generally; (ii) any contracts, books, records, files, maps, information, data and licenses (including radio licenses), or copies thereof, in each case, whose change in ownership or transfer is prohibited or subjected to payment of a fee or other consideration by an agreement with a third party, or by applicable law, and for which no consent to transfer has been received; (iii) all legal records and files of Assignor constituting work product of, and attorney-client communications with, Assignor's legal counsel (but excluding executed agreements and instruments, title opinions, and similar documents, in each case, constituting the Records); (iv) any records or information relating to the offer, negotiation or sale of the Subject Interests, including bids received from and records of negotiations with third parties, and correspondence and agreements (including confidentiality agreements) with such third parties pertaining to sales or similar transactions pertaining to the Subject Interests; (v) any of Assignor's reserve, engineering, economic, or marketing reports, studies, estimates or evaluations, and interpretive maps or correspondence related thereto; (vi) master service contracts and software licenses used for both the Subject Interests and other assets of Assignor; (vii) all geological or geophysical or other seismic or related technical data; (viii) any environmental studies, evaluations, reports or interpretations thereof, which were generated solely for Assignor's internal use; and (ix) proprietary computer software, patents, trade secrets, copyrights, names, trademarks, logos and other similar intellectual property.

As used in this Assignment, the term "**Bone Spring Formation**" means the correlative stratigraphic interval from 6,565 feet (TVD), to 9,633 feet (TVD), as shown on the Gamma Ray

Log stamped received by the RRC on March 24, 1983, for the Fortune Unit 2R well (API No. 42-389-31270) located 1,000 FNL and 1,350 FEL of Section 3, Block 57, Township 3, T&P RR Co. Survey, Reeves County, Texas.

TO HAVE AND TO HOLD the Subject Interests unto Assignee, its successors and assigns, forever subject to the terms and provisions hereof.

1. Special Warranty of Title. Assignor covenants and agrees that it will WARRANT and DEFEND title to the Subject Interests unto Assignee, its successors and assigns, against all persons claiming or to claim the whole or any part thereof, by, through or under Assignor, but not otherwise, for four (4) years from the Effective Time of this Assignment (the "**Special Warranty**"). Further, this Assignment is made by Assignor with the right of full substitution and subrogation of Assignee in and to all covenants and warranties heretofore given or made by others with respect to the Subject Interests. **EXCEPT AS TO THE FOREGOING SPECIAL WARRANTY, ANY COVENANTS OR WARRANTIES IMPLIED BY STATUTE OR LAW OR BY THE USE OF THE WORD "ASSIGN," "TRANSFER," "CONVEY," "DELIVER," OR OTHER WORDS OF GRANT ARE HEREBY EXPRESSLY WAIVED AND DISCLAIMED BY THE PARTIES.**

2. Reserved Overrides.

(a) The Reserved Overrides shall be non-operating, non-expense-bearing limited overriding royalty interests free of all cost and expense of acquisition, exploration, drilling, deepening, completion, re-completion, equipping for production, development, improvement, production, operation, repair, reworking, sidetracking, plugging back, maintenance, plugging and abandonment, and remediation, including royalties and other burdens on production, related to the applicable Override Lease and calculated based on the gross proceeds received from the first arm's length unaffiliated sale, free of all post-production costs; *provided, however*, that each Reserved Override shall bear proportionately all severance or other similar Taxes attributable to each Reserved Override. In addition, the Reserved Overrides shall be free of (and without deduction therefrom of) any and all royalties and other burdens on production and shall bear no part of the same. The Reserved Overrides may be pooled or unitized in the same manner and under the same terms and conditions as the lessor's royalty may be pooled or unitized under the terms of the applicable Override Lease or as such Override Lease may thereafter be amended, and the owner of the Reserved Overrides shall be deemed to have consented to such pooling or unitization. The Reserved Overrides shall be paid at the same times as the lessor's royalty under the terms of the applicable Override Lease, except in no circumstances shall such Reserved Overrides ever be calculated or paid on a basis in excess of the proceeds of production attributable thereto.

(b) The Parties acknowledge that the Reserved Overrides are reserved directly from the Override Leases. Accordingly, the quantum of interest applicable to each Reserved Override shall be proportionately reduced by the ratio that (i) the interest in and to the mineral estate covered by an Override Lease bears to the full undivided mineral interest in the Hydrocarbons in the lands covered thereby or (ii) the Assignor's undivided interest in and to an Override Lease bears to 100% of the lessee's interest under such Override Lease. The quantum of interest applicable to each Reserved Override shall be further proportionately reduced to reflect

(A) any failure of the leasehold or mineral title of an Override Lease, and (B) the pooling or unitization of an Override Lease with other lands or leases.

(c) Each Reserved Override shall remain in effect and apply to any renewal or extension of the applicable Override Lease or any new or substitute lease taken or received by Assignee, its Affiliates or its or any of their successors or assigns, covering all or any part of the lands covered by such Override Lease, in each case, within a period of one year after the expiration or termination of the applicable Override Lease, provided that the Override Lease terminates or expires within 21 years of the last living issue of George W. Bush.

(d) No obligations, either express or implied, shall arise by reason of the reservation of the Reserved Overrides by Assignor that would require Assignee to keep and maintain any of such Override Leases in force and effect either by payment of delay rentals, compensatory royalties or other payment, by the drilling of any well upon the lands covered by such Override Leases, or by any other means; it being expressly understood that Assignor is to retain said Reserved Overrides in the Hydrocarbons, if, as and when produced and sold and that such Override Leases may be released without the consent of Assignor, subject to Section 6.1 of the Exchange Agreement and Section 2(c) of this Assignment.

(e) The asset revenue and accounting records of Assignee directly relating to the Override Leases and calculation and payment of the Reserved Overrides shall be open and made available, on a confidential basis, to Assignor and its representatives at all reasonable times for examination, inspection, copying, and audit by Assignor and its representatives, but in no event more than twice annually.

3. Disclaimer of Representations and Warranties.

(a) EXCEPT AS AND TO THE EXTENT EXPRESSLY SET FORTH IN THE EXCHANGE AGREEMENT OR IN THE SPECIAL WARRANTY CONTAINED HEREIN, (I) ASSIGNOR MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESS, STATUTORY OR IMPLIED, AND (II) ASSIGNOR EXPRESSLY DISCLAIMS ALL LIABILITY AND RESPONSIBILITY FOR, AND ASSIGNEE ACKNOWLEDGES AND AGREES THAT IT HAS NOT RELIED UPON, ANY REPRESENTATION, WARRANTY, STATEMENT OR INFORMATION MADE OR COMMUNICATED (ORALLY OR IN WRITING) TO ASSIGNEE OR ANY OF ASSIGNEE'S REPRESENTATIVES (INCLUDING, WITHOUT LIMITATION, ANY OPINION, INFORMATION, PROJECTION OR ADVICE THAT MAY HAVE BEEN PROVIDED TO ASSIGNEE BY ANY OFFICER, DIRECTOR, EMPLOYEE, AGENT, CONSULTANT, REPRESENTATIVE OR ADVISOR OF ASSIGNOR OR ANY OF ITS AFFILIATES), IN EACH CASE, WITH RESPECT TO THE SUBJECT INTERESTS.

(b) EXCEPT AS AND TO THE EXTENT EXPRESSLY SET FORTH IN THE EXCHANGE AGREEMENT OR IN THE SPECIAL WARRANTY CONTAINED HEREIN, ASSIGNOR EXPRESSLY DISCLAIMS AND NEGATES, AND ASSIGNEE WAIVES AND ACKNOWLEDGES IT HAS NOT RELIED UPON, ANY REPRESENTATION OR WARRANTY, EXPRESS, STATUTORY OR IMPLIED, AS TO (IN EACH CASE WITH RESPECT TO THE SUBJECT INTERESTS) (I) TITLE TO ANY OF THE SUBJECT

INTERESTS, (II) THE CONTENTS, CHARACTER OR NATURE OF ANY REPORT OF ANY PETROLEUM ENGINEERING CONSULTANT, OR ANY ENGINEERING, GEOLOGICAL OR SEISMIC DATA OR INTERPRETATION, RELATING TO THE SUBJECT INTERESTS, (III) THE QUANTITY, QUALITY OR RECOVERABILITY OF HYDROCARBONS IN OR FROM THE SUBJECT INTERESTS, (IV) ANY ESTIMATES OF THE VALUE OF THE SUBJECT INTERESTS OR FUTURE REVENUES GENERATED BY THE SUBJECT INTERESTS, (V) THE ABILITY TO PRODUCE HYDROCARBONS FROM THE SUBJECT INTERESTS, (VI) THE MAINTENANCE, REPAIR, CONDITION, QUALITY, SUITABILITY, DESIGN OR MARKETABILITY OF THE SUBJECT INTERESTS, (VII) THE CONTENT, CHARACTER OR NATURE OF ANY INFORMATION MEMORANDUM, REPORTS, BROCHURES, CHARTS OR STATEMENTS PREPARED BY ASSIGNOR OR THIRD PARTIES WITH RESPECT TO THE SUBJECT INTERESTS, (VIII) ANY OTHER MATERIALS OR INFORMATION THAT MAY HAVE BEEN MADE AVAILABLE TO ASSIGNEE OR ANY OF ASSIGNEE'S REPRESENTATIVES IN CONNECTION WITH THE TRANSACTION OR ANY DISCUSSION OR PRESENTATION RELATING THERETO, (IX) ANY IMPLIED OR EXPRESS WARRANTY OF FREEDOM FROM PATENT OR TRADEMARK INFRINGEMENT, AND (X) ENVIRONMENTAL LAWS, THE RELEASE OF HAZARDOUS MATERIALS INTO THE ENVIRONMENT OR THE PROTECTION OF HUMAN HEALTH, SAFETY, NATURAL RESOURCES OR THE ENVIRONMENT, OR ANY OTHER ENVIRONMENTAL CONDITION OF THE SUBJECT INTERESTS. EXCEPT AS EXPRESSLY REPRESENTED OTHERWISE IN ARTICLE 4 (REPRESENTATIONS AND WARRANTIES) OF THE EXCHANGE AGREEMENT, ASSIGNOR FURTHER DISCLAIMS ANY REPRESENTATION OR WARRANTY, EXPRESS, STATUTORY OR IMPLIED, OF MERCHANTABILITY, FREEDOM FROM LATENT VICES OR DEFECTS, FITNESS FOR A PARTICULAR PURPOSE OR CONFORMITY TO MODELS OR SAMPLES OF MATERIALS OF THE SUBJECT INTERESTS, RIGHTS OF A PURCHASER UNDER APPROPRIATE STATUTES TO CLAIM DIMINUTION OF CONSIDERATION OR RETURN OF CONSIDERATION, IT BEING EXPRESSLY UNDERSTOOD AND AGREED BY THE PARTIES THAT ASSIGNEE SHALL BE DEEMED TO BE OBTAINING THE APPLICABLE SUBJECT INTERESTS IN ITS PRESENT STATUS, CONDITION AND STATE OF REPAIR, "AS IS" AND "WHERE IS" WITH ALL FAULTS OR DEFECTS (KNOWN OR UNKNOWN, LATENT, DISCOVERABLE OR UNDISCOVERABLE), AND THAT ASSIGNEE HAS MADE OR CAUSED TO BE MADE SUCH INSPECTIONS AS ASSIGNEE DEEMS APPROPRIATE.

(c) ASSIGNEE ACKNOWLEDGES THAT THE SUBJECT INTERESTS HAVE BEEN USED TO EXPLORE FOR, DEVELOP AND PRODUCE HYDROCARBONS, AND THAT SPILLS OF WASTES, CRUDE OIL, PRODUCED WATER, HAZARDOUS MATERIALS AND OTHER MATERIALS MAY HAVE OCCURRED THEREON. ADDITIONALLY, SUCH SUBJECT INTERESTS, INCLUDING PRODUCTION EQUIPMENT, MAY CONTAIN ASBESTOS, HAZARDOUS MATERIALS OR NORM. NORM MAY AFFIX OR ATTACH ITSELF TO THE INSIDE OF WELLS, MATERIALS AND EQUIPMENT AS SCALE OR IN OTHER FORMS. A HEALTH HAZARD MAY EXIST IN CONNECTION WITH THE SUBJECT INTERESTS BY REASON THEREOF. SPECIAL PROCEDURES MAY BE REQUIRED FOR REMEDIATION, REMOVING, TRANSPORTING AND DISPOSING OF ASBESTOS, NORM, HAZARDOUS MATERIALS AND OTHER MATERIALS FROM THE SUBJECT INTERESTS.

(d) EXCEPT TO THE EXTENT ARISING OUT OF OR RESULTING FROM THE EXCLUDED PROPERTY, ASSIGNEE HEREBY RELEASES AND DISCHARGES ANY AND ALL CLAIMS AND REMEDIES AT LAW OR IN EQUITY, ATTRIBUTABLE TO THE PERIOD AFTER THE CLOSING DATE, AGAINST ASSIGNOR WITH RESPECT TO ANY CONTAMINATION ON THE ASSIGNING PARTY'S LANDS, EVEN IF SUCH CLAIMS OR DAMAGES ARE CAUSED IN WHOLE OR IN PART BY THE NEGLIGENCE (WHETHER JOINT OR CONCURRENT), STRICT LIABILITY OR OTHER LEGAL FAULT (EXCLUDING GROSS NEGLIGENCE AND WILLFUL MISCONDUCT), OF ASSIGNOR.

(e) EXCEPT AS OTHERWISE SET FORTH IN THE EXCHANGE AGREEMENT, EACH PARTY ACKNOWLEDGES THAT THE OTHER PARTY HAS NOT MADE AND WILL NOT MAKE ANY REPRESENTATION OR WARRANTY REGARDING ANY MATTER OR CIRCUMSTANCE RELATING TO ENVIRONMENTAL LAWS, THE RELEASE OF MATERIALS INTO THE ENVIRONMENT OR PROTECTION OF THE ENVIRONMENT OR HEALTH, AND THAT NOTHING IN THE EXCHANGE AGREEMENT OR OTHERWISE SHALL BE CONSTRUED AS SUCH A REPRESENTATION OR WARRANTY. AS USED HEREIN, THE FOLLOWING DEFINITIONS SHALL APPLY:

(i) "**CONTAMINATION**" means the presence, disposal, discharge, migration or release of Hazardous Materials in, on, under, or from Assignor's Lands that is caused by, or is a result of, Assignor's use of the Lands; *provided, however*, in no event shall the term "Contamination" include the presence, disposal, discharge, migration or release of Hazardous Materials in, on, under, from or to the Assignor's Lands which IS NOT a violation of, or does not result in liability or required remedial action under, any Environmental Laws or under the terms of the Exchange Agreement.

(ii) "**HAZARDOUS MATERIALS**" is used in its very broadest sense and means and includes, (a) any and all hazardous or toxic substances, pollutants, contaminants, materials or waste defined by or listed under any Environmental Law, and (b) petroleum, natural gas, natural gas liquids, liquefied natural gas, crude oil and any fraction thereof.

(f) **EACH PARTY AGREES THAT, TO THE EXTENT REQUIRED BY APPLICABLE LAW TO BE EFFECTIVE, THE DISCLAIMERS OF CERTAIN REPRESENTATIONS AND WARRANTIES CONTAINED IN THIS SECTION 3 ARE "CONSPICUOUS" DISCLAIMERS FOR THE PURPOSE OF ANY APPLICABLE LAW.**

4. Further Assurances. Without additional consideration, Assignor and Assignee agree to take such further actions and execute such further documents as may be reasonably necessary or appropriate for the full and complete enjoyment of the rights herein granted including without limitation all such other additional instruments, notices, division orders, transfer orders and other documents, and to do all such other and further acts and things as may be necessary to more fully and effectively assign, transfer, convey and deliver to Assignee the right, title and interest conveyed hereby or intended to be conveyed.

5. Governing Law. The validity, enforceability, interpretation and construction of this Assignment shall be governed by the laws of the State of Texas (without regard to conflict of law rules or principles that might refer to the law of another jurisdiction). The applicable provisions of Section 7.10 (Governing Law; Dispute Resolution) of the Exchange Agreement shall apply *mutatis mutandis* to this Assignment.

6. Severability. If a court of competent jurisdiction determines that any clause or provision of this Assignment is void, illegal or unenforceable, such determination shall not affect the validity of this Assignment as a whole, and this Assignment shall remain in full force and effect and the clause and/or provision determined to be void, illegal or unenforceable shall be limited so it remains in effect to the extent permissible by law.

7. No Third-Party Beneficiaries. Any reference herein to contracts, agreement, burdens, encumbrances or other matters shall not be deemed to ratify or create rights in third parties or merge with, modify or limit the rights of Assignor or Assignee as between themselves. It is the intent of Assignor and Assignee that this Assignment shall not be construed as a third-party beneficiary contract.

8. Successors and Assigns. This Assignment shall be binding upon and inure to the benefit of the Parties hereto as well as their respective successors and assigns. The obligations and responsibilities of the Parties under this Assignment will run with the Subject Interests. Notwithstanding the foregoing, nothing in this Assignment shall prohibit a Party, or such Party's successors and assigns, from selling or disposing of an interest in the Subject Interests after the Closing to another Person, subject to the terms of the Exchange Agreement and all applicable agreements, instruments, obligations, covenants and burdens binding on the Subject Interests, *provided*, that such sale or disposition shall not relieve the selling or disposing Party of any condition, covenant or obligation under the Exchange Agreement or any other Transaction Document arising prior to such sale or disposition, and that such sale or disposition by such selling or disposing Party, its successors and permitted assigns shall require the transferee to expressly assume the obligations set forth in the Exchange Agreement with respect to the transferred assets, otherwise such assignment or transfer shall be null and void. The granting of a non-assigning Party's consent to any assignment will be effective only as to the specific assignment then the express subject of such consent, and any subsequent assignment that may be proposed or attempted will be ineffective without such non-assigning Party's prior written consent.

9. Assignment Subject to the Exchange Agreement. This Assignment is expressly subject to the terms, conditions and covenants set forth in the Exchange Agreement, including Sections 6.1, 6.2, 6.3 and 6.4 thereof, which shall be considered covenants running with the land, a burden upon such Assignee's interest in the Subject Interests and shall be binding on the interests of the successors and assignees of Assignee. The omission of certain provisions of the Exchange Agreement from this Assignment does not constitute a conflict or inconsistency between the Exchange Agreement and this Assignment, and will not affect a merger of the omitted provisions. To the fullest extent permitted by law, all provisions of the Exchange Agreement are hereby deemed incorporated into this Assignment by reference.

10. Counterparts. This Assignment may be executed in any number of original counterparts and each such counterpart shall be deemed to be an original instrument, but all such

counterparts shall constitute but one and the same instrument of conveyance. For recording, counterpart signature and acknowledgment pages may be affixed to the body of one original instrument.

11. Entire Agreement. This Assignment, the Exhibits attached hereto, the Exchange Agreement, and all other documents executed contemporaneously with this Assignment pursuant to the Exchange Agreement, as same may have been amended or extended, embodies the entire agreement and understanding of the Parties with respect to the subject matter contained herein. This Assignment is subject to the Exchange Agreement, and in the event of a conflict, the terms and provisions of the Exchange Agreement shall control; *provided, however*, third parties may conclusively rely upon this Assignment as evidence of title in and to the Subject Interests vesting in Assignee. By executing, delivering, and accepting this Assignment, Assignor and Assignee do not intend to cause a merger of the terms of the Exchange Agreement into this Assignment, and all covenants, indemnities, and other terms and provisions set forth in the Exchange Agreement shall remain in full force and effect to the extent set forth in the Exchange Agreement.

[Remainder intentionally blank, signature and acknowledgment pages follow]

IN WITNESS WHEREOF, the Parties have executed this Assignment the day and year set forth in their respective acknowledgements below, to be effective as of the Effective Time.

ASSIGNOR:

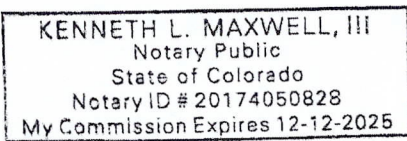
By:

Name: Mindy Johnson

Title: Attorney-in-Fact

STATE OF COLORADO §
COUNTY OF DENVER §

This foregoing instrument was acknowledged before me this 20th day of December, 2022, by, Mindy Johnson, Attorney-in-Fact of BPX Operating Company, a Texas corporation, on behalf of said corporation.



Kenneth L. Maxwell, III
Notary Public
Printed Name: Kenneth L. Maxwell, III
My Commission Expires: 12/12/2025

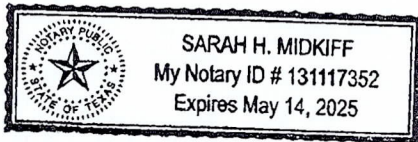
[Signature Page to PDEH Assignment]

ASSIGNEE:

By: [Signature]
Name: Steven R. Ellington
Title: Attorney-in-fact

STATE OF TEXAS §
 §
COUNTY OF MIDLAND §

The foregoing instrument was acknowledged before me on this ^{22nd} ~~21st~~ day of December, 2022, by, Steven R. Ellington, Attorney-in-fact of Permian Delaware Enterprises Holdings LLC, a Texas limited liability company, on behalf of said limited liability company.



Sarah H. Midkiff
Notary Public
Printed Name: Sarah H. Midkiff
My Commission Expires: 5.14.2025

Exhibit A-1**Leases and Lands**

LESSOR	LESSEE	LEASE DATE	VOL	PAGE	INSTRUMENT NO.	SECTION	BLOCK	TOWNSHIP	COUNTY	STATE
CHRISTINE JENKINS	PETROHAWK PROPERTIES, LP	01/13/2011	871	340	1601	All of Section 22	57	T3S	REEVES	TX
WILLIAM STEWART HOOTON	PETROHAWK PROPERTIES, LP	01/13/2011	871	152	1557	All of Section 22	57	T3S	REEVES	TX
BOBBY HOOTON	PETROHAWK PROPERTIES LP	01/13/2011	871	159	1558	All of Section 22	57	T3S	REEVES	TX
MARGIE MCKENZIE HOOTON	PETROHAWK PROPERTIES, LP	01/17/2011	871	166	1559	All of Section 22	57	T3S	REEVES	TX
ERMENTRU JENKINS	PETROHAWK PROPERTIES, LP	01/14/2011	871	173	1560	All of Section 22	57	T3S	REEVES	TX
SARA KEASLER BARNETT	PETROHAWK PROPERTIES, LP	01/13/2011	871	180	1561	All of Section 22	57	T3S	REEVES	TX
KAY KEASLER CASPER	PETROHAWK PROPERTIES, LP	01/17/2011	871	347	1602	All of Section 22	57	T3S	REEVES	TX
MARGARET ANN KEASLER HOGAN	PETROHAWK PROPERTIES, LP	01/17/2011	871	361	1604	All of Section 22	57	T3S	REEVES	TX
KATHERINE HOOTON STANDING	PETROHAWK PROPERTIES, LP	01/13/2011	871	375	1606	All of Section 22	57	T3S	REEVES	TX
WILLIAM D HOOTON	PETROHAWK PROPERTIES, LP	01/14/2011	871	801	1696	All of Section 22	57	T3S	REEVES	TX
GAIL HOOTON	PETROHAWK PROPERTIES, LP	01/13/2011	871	808	1697	All of Section 22	57	T3S	REEVES	TX
MOZELLE KEASLER BICKNELL	PETROHAWK PROPERTIES LP	01/14/2011	871	822	1699	All of Section 22	57	T3S	REEVES	TX
MARY HOOTON HARDIN	PETROHAWK PROPERTIES, LP	01/14/2011	872	1	1700	All of Section 22	57	T3S	REEVES	TX
ELNA JANE WOOD	PETROHAWK PROPERTIES, LP	01/17/2011	872	8	1701	All of Section 22	57	T3S	REEVES	TX
VIRGINIA PAT KEASLER TAYLOR	PETROHAWK PROPERTIES, LP	01/14/2011	872	15	1702	All of Section 22	57	T3S	REEVES	TX
PHILIP JENKINS	PETROHAWK PROPERTIES, LP	01/17/2011	872	767	1875	All of Section 22	57	T3S	REEVES	TX

[Exhibit A-1]

LESSOR	LESSEE	LEASE DATE	VOL	PAGE	INSTRUMENT NO.	SECTION	BLOCK	TOWNSHIP	COUNTY	STATE
PHILIP LEAHY HOOTON	PETROHAWK PROPERTIES, LP	01/17/2011	872	775	1876	All of Section 22	57	T3S	REEVES	TX
GREGORY JENKINS	PETROHAWK PROPERTIES, LP	01/14/2011	872	782	1877	All of Section 22	57	T3S	REEVES	TX
JOSEPH ROBERT KEASLER	PETROHAWK PROPERTIES, LP	01/17/2011	872	789	1878	All of Section 22	57	T3S	REEVES	TX
JESSE DAVID CROUCH	PETROHAWK PROPERTIES, LP	01/17/2011	871	815	1698	All of Section 22	57	T3S	REEVES	TX
JAMES WILLIAM HOOTON	PETROHAWK PROPERTIES, LP	01/13/2011	871	354	1603	All of Section 22	57	T3S	REEVES	TX
DEBORAH HOOTON HARTSOCK	PETROHAWK PROPERTIES, LP	01/13/2011	871	368	1605	All of Section 22	57	T3S	REEVES	TX
GENE HOOTON	PETROHAWK PROPERTIES, LP	01/13/2011	871	382	1607	All of Section 22	57	T3S	REEVES	TX
TERRELL JENKINS KING	PETROHAWK PROPERTIES, LP	01/13/2011	878	709	2928	All of Section 22	57	T3S	REEVES	TX
LUCY CAROLYN KING PEREZ	PETROHAWK PROPERTIES, LP	01/17/2011	878	716	2929	All of Section 22	57	T3S	REEVES	TX
JEFFREY LYNN CROUCH	PETROHAWK PROPERTIES, LP	01/17/2011	878	723	2930	All of Section 22	57	T3S	REEVES	TX
DISCOVERY EXPLORATION	BRACERO OIL COMPANY	12/02/2013	1039	631	13-08865	N/2 Section 24	56	T3S	REEVES	TX
JACQUELINE C HEDBLUM ET AL	BRACERO OIL COMPANY	09/24/2013	1027	89	13-07101	N/2 Section 24	56	T3S	REEVES	TX
BLAKE OIL & GAS CORPORATION	BHP BILLITON PETROLEUM PROPERTIES NA LP	02/15/2016	1254	276	16-03768	N/2 Section 24	56	T3S	REEVES	TX
SAMUEL L MAYALL	BHP BILLITON PETROLEUM PROPERTIES NA LP	08/26/2015	1196	643	15-08470	All of Section 34	56	T3S	REEVES	TX
VIRGINIA N SIBLEY PERRYMAN	BHP BILLITON PETROLEUM PROPERTIES NA LP	09/18/2015	1201	705	15-09149	All of Section 34	56	T3S	REEVES	TX
ELIZABETH WENDY ROBERTS SIBLEY HARPER ET	BHP BILLITON PETROLEUM PROPERTIES NA LP	09/18/2015	1201	713	15-09150	All of Section 34	56	T3S	REEVES	TX
JULIA NORFLEET HEARNE	BHP BILLITON PETROLEUM PROPERTIES NA LP	09/18/2015	1201	698	15-09148	All of Section 34	56	T3S	REEVES	TX

LESSOR	LESSEE	LEASE DATE	VOL	PAGE	INSTRUMENT NO.	SECTION	BLOCK	TOWNSHIP	COUNTY	STATE
BLAKE OIL & GAS CORPORATION	BHP BILLITON PETROLEUM PROPERTIES NA LP	02/15/2016	1254	265	16-03767	All of Section 34	56	T3S	REEVES	TX
VICTORIA SMITH BURROWS	BHP BILLITON PETROLEUM PROPERTIES NA LP	04/07/2017	1447	341	17-12252	All of Section 34	56	T3S	REEVES	TX
LOWRY SMITH JR	BHP BILLITON PETROLEUM PROPERTIES NA LP	03/30/2017	1447	327	17-12251	All of Section 34	56	T3S	REEVES	TX
DONNA NELMS	BHP BILLITON PETROLEUM PROPERTIES NA LP	07/10/2017	1463	587	17-14408	All of Section 34	56	T3S	REEVES	TX
MELANIE COFFMAN	BHP BILLITON PETROLEUM PROPERTIES NA LP	07/31/2017	1475	732	17-15836	All of Section 34	56	T3S	REEVES	TX
ROBERT HENRY STOWELL	BHP BILLITON PETROLEUM PROPERTIES NA LP	12/15/2017	1538	778	18-01989	All of Section 34	56	T3S	REEVES	TX
WILLIAM C MAYALL	BHP BILLITON PETROLEUM PROPERTIES NA LP	03/01/2018	1568	448	18-05425	All of Section 34	56	T3S	REEVES	TX
NANCY L SAMPSON	BHP BILLITON PETROLEUM PROPERTIES NA LP	03/01/2018	1568	420	18-05423	All of Section 34	56	T3S	REEVES	TX
JOHN S MAYALL	BHP BILLITON PETROLEUM PROPERTIES NA LP	03/01/2018	1568	462	18-05426	All of Section 34	56	T3S	REEVES	TX
ELIZABETH PAPE	BHP BILLITON PETROLEUM PROPERTIES NA LP	03/01/2018	1568	434	18-05424	All of Section 34	56	T3S	REEVES	TX
WALLACE EUGENE FAGERSTEDT	BHP BILLITON PETROLEUM PROPERTIES NA LP	05/01/2018	1597	179	18-08854	All of Section 34	56	T3S	REEVES	TX
LANCE MARTIN FAGERSTEDT	BHP BILLITON PETROLEUM PROPERTIES NA LP	05/01/2018	1610	59	18-10293	All of Section 34	56	T3S	REEVES	TX
STATE OF TEXAS M-112484	ANGELLE & DONOHUE OIL & GAS PROPERTIES,	04/05/2011	879	416	3035	All of Section 38	57	T3S	REEVES	TX
THE GEORGE R BROWN PARTNERSHIP LP	LEGEND NATURAL GAS IV LP	06/29/2010	848	164	2422	ALL OF SECTION 44	56	T2S	REEVES	TX

[Exhibit A-1]

LESSOR	LESSEE	LEASE DATE	VOL	PAGE	INSTRUMENT NO.	SECTION	BLOCK	TOWNSHIP	COUNTY	STATE
SHARON M DARCY	LEGEND NATURAL GAS IV LP	06/10/2010	850	204	2795	All of Section 22	56	T3S	REEVES	TX
M D ABEL CO	TRANSCENDENT OIL & GAS PROPERTIES LLC	05/27/2010	94	711	10-785	N/2 OF SECTION 2	55	T2S	LOVING	TX
ELSIE ANN GAYER TRUST	BOLD ENERGY II LLC	09/01/2010	96	478	10-1094	S/2 OF SECTION 2	55	T2S	LOVING	TX
FLOYD C DODSON JR GRANTOR TRUST ET AL	BOLD ENERGY II LLC	09/01/2010	96	469	10-1093	S/2 OF SECTION 2	55	T2S	LOVING	TX
BRENNAND LAZY H RANCH LTD	PETROHAWK PROPERTIES LP	02/15/2012	932	557	12-02282	All of Section 36	57	T2S	REEVES	TX
NANCY ADELE SAUSTAD TRUST	PETROHAWK PROPERTIES LP	06/05/2012	948	116	12-04814	All of Section 36	57	T2S	REEVES	TX
LOYD W POWELL JR CHILDRENS TRUST	PETROHAWK PROPERTIES LP	05/01/2012	943	31	12-04044	All of Section 36	57	T2S	REEVES	TX
PURSUIT ENERGY CORPORATION	PETROHAWK PROPERTIES LP	05/01/2012	943	45	12-04046	All of Section 36	57	T2S	REEVES	TX
ANDREWS ROYALTY LP	PETROHAWK PROPERTIES LP	05/01/2012	943	38	12-04045	All of Section 36	57	T2S	REEVES	TX
PATTI JO WOOD	PETROHAWK PROPERTIES LP	06/21/2012	956	10	12-05800	All of Section 36	57	T2S	REEVES	TX
ROBERTA REGAN TESTAMENTARY TRUST	PETROHAWK PROPERTIES LP	06/01/2012	945	494	12-04364	All of Section 36	57	T2S	REEVES	TX
HOWELL SMITH WYNNE	PETROHAWK PROPERTIES LP	05/01/2012	944	290	12-04239	All of Section 36	57	T2S	REEVES	TX
WILLIAM BARTON WAKEFIELD TESTAMENTARY TR	PETROHAWK PROPERTIES LP	06/21/2012	951	316	12-05288	All of Section 36	57	T2S	REEVES	TX
WESTWAY RANCHES LLC	BHP BILLITON PETROLEUM PROPERTIES NA LP	09/09/2013	1026	301	13-06997	All of Section 36	57	T2S	REEVES	TX
NANCY SMITH CHANDLER	BHP BILLITON PETROLEUM PROPERTIES NA LP	10/01/2013	1035	430	13-08266	All of Section 36	57	T2S	REEVES	TX
ARBGT LMB O&G TX LP	BHP BILLITON PETROLEUM PROPERTIES NA LP	11/01/2013	1047	432	14-00181	All of Section 36	57	T2S	REEVES	TX
EPB O&G TX LP	BHP BILLITON PETROLEUM PROPERTIES NA LP	11/01/2013	1047	418	14-00179	All of Section 36	57	T2S	REEVES	TX

LESSOR	LESSEE	LEASE DATE	VOL	PAGE	INSTRUMENT NO.	SECTION	BLOCK	TOWNSHIP	COUNTY	STATE
ARBGT RMB O&G TX LP	BHP BILLITON PETROLEUM PROPERTIES NA LP	11/01/2013	1047	439	14-00182	All of Section 36	57	T2S	REEVES	TX
SID W RICHARDSON FOUNDATION	BHP BILLITON PETROLEUM PROPERTIES NA LP	11/01/2013	1047	425	14-00180	All of Section 36	57	T2S	REEVES	TX
ARBGT SRB O&G TX LP	BHP BILLITON PETROLEUM PROPERTIES NA LP	11/01/2013	1047	446	14-00183	All of Section 36	57	T2S	REEVES	TX
PATTI JO WOOD TRUST UWO JOSIE FAY PECK	BHP BILLITON PETROLEUM PROPERTIES NA LP	01/13/2014	1056	741	14-01538	All of Section 36	57	T2S	REEVES	TX
WILLIAM EDWARD LASELL ET AL	PETROHAWK PROPERTIES LP	03/25/2013	1001	320	13-03311	E/2NW/4 OF SECTION 12	57	T2S	REEVES	TX
LOWE ROYALTY PARTNERS LP	PETROHAWK PROPERTIES LP	01/28/2013	1001	297	13-03308	E/2NW/4 AND W/2NE/4 OF SECTION 12	57	T2S	REEVES	TX
JULIA LUCINDA C RAMAN	PETROHAWK PROPERTIES LP	05/24/2013	1007	741	13-04427	E/2NW/4 AND W/2NE/4 OF SECTION 12	57	T2S	REEVES	TX
WALTER C CREMIN III	PETROHAWK PROPERTIES LP	05/24/2013	1010	361	13-04843	E/2NW/4 AND W/2NE/4 OF SECTION 12	57	T2S	REEVES	TX
MARIANNE C TAYLOR	PETROHAWK PROPERTIES LP	05/24/2013	1014	521	13-05322	E/2NW/4 AND W/2NE/4 OF SECTION 12	57	T2S	REEVES	TX
ESTATE OF ANN CREMIN FIALA	PETROHAWK PROPERTIES LP	06/12/2013	1014	528	13-05323	E/2NW/4 AND W/2NE/4 OF SECTION 12	57	T2S	REEVES	TX
STANLEY N STAPLES	PETROHAWK PROPERTIES LP	05/24/2013	1010	368	13-04844	EAST 80 ACRES OF THE NORTH 120 ACRES OF THE S/2 OF SECTION 12	57	T2S	REEVES	TX
LAUREN LEAVELL PINKSTON	BHP BILLITON PETROLEUM PROPERTIES NA LP	07/18/2013	1025	436	13-06863	EAST 80 ACRES OF THE NORTH 120 ACRES OF THE S/2 OF SECTION 12	57	T2S	REEVES	TX

LESSOR	LESSEE	LEASE DATE	VOL	PAGE	INSTRUMENT NO.	SECTION	BLOCK	TOWNSHIP	COUNTY	STATE
WILLIAM WYATT LEAVELL III	BHP BILLITON PETROLEUM PROPERTIES NA LP	07/18/2013	1025	426	13-06862	EAST 80 ACRES OF THE NORTH 120 ACRES OF THE S/2 OF SECTION 12	57	T2S	REEVES	TX
JENNIFER BLAKE BROMBERG	BHP BILLITON PETROLEUM PROPERTIES NA LP	07/18/2013	1025	446	13-06864	EAST 80 ACRES OF THE NORTH 120 ACRES OF THE S/2 OF SECTION 12	57	T2S	REEVES	TX
BLAKE OIL & GAS CORPORATION	BHP BILLITON PETROLEUM PROPERTIES NA LP	07/18/2013	1032	196	13-07868	EAST 80 ACRES OF THE NORTH 120 ACRES OF THE S/2 OF SECTION 12	57	T2S	REEVES	TX
ROBERT A SCHULER ET AL	BLAKE OIL & GAS CORPORATION	12/08/1986	474	168	344	EAST 80 ACRES OF THE NORTH 120 ACRES OF THE S/2 OF SECTION 12	57	T2S	REEVES	TX
VIOLET SCHULER	BLAKE OIL & GAS CORPORATION	10/10/1987	481	303	3062	EAST 80 ACRES OF THE NORTH 120 ACRES OF THE S/2 OF SECTION 12	57	T2S	REEVES	TX
ALTHA M FARWELL	BLAKE OIL & GAS CORPORATION	09/30/1988	489	362	2781	EAST 80 ACRES OF THE NORTH 120 ACRES OF THE S/2 OF SECTION 12	57	T2S	REEVES	TX
MARY C GEHLE	BLAKE OIL & GAS CORPORATION	09/30/1988	489	372	2782	EAST 80 ACRES OF THE NORTH 120 ACRES OF THE S/2 OF SECTION 12	57	T2S	REEVES	TX
RICHARD KIEL	BLAKE OIL & GAS CORPORATION	09/30/1988	489	382	2783	EAST 80 ACRES OF THE NORTH 120 ACRES OF THE S/2 OF SECTION 12	57	T2S	REEVES	TX
DONALD H KIEL	BLAKE OIL & GAS CORPORATION	10/08/1986	489	392	2784	EAST 80 ACRES OF THE NORTH 120 ACRES OF THE S/2 OF SECTION 12	57	T2S	REEVES	TX

LESSOR	LESSEE	LEASE DATE	VOL	PAGE	INSTRUMENT NO.	SECTION	BLOCK	TOWNSHIP	COUNTY	STATE
LOIS OESTRICH ET VIR	BLAKE OIL & GAS CORPORATION	09/30/1988	489	402	2785	EAST 80 ACRES OF THE NORTH 120 ACRES OF THE S/2 OF SECTION 12	57	T2S	REEVES	TX
LORNA JEAN RYBACHECK	BLAKE OIL & GAS CORPORATION	10/10/1988	489	412	2786	EAST 80 ACRES OF THE NORTH 120 ACRES OF THE S/2 OF SECTION 12	57	T2S	REEVES	TX
MILDRED MAX	BLAKE OIL & GAS CORPORATION	09/30/1988	489	422	2787	EAST 80 ACRES OF THE NORTH 120 ACRES OF THE S/2 OF SECTION 12	57	T2S	REEVES	TX
ALGO A NOVALLO	BLAKE OIL & GAS CORPORATION	09/30/1988	490	23	2939	EAST 80 ACRES OF THE NORTH 120 ACRES OF THE S/2 OF SECTION 12	57	T2S	REEVES	TX
SHIRLEY E CAMPBELL & FOR ST OF TX	BLAKE OIL & GAS CORPORATION	10/17/1988	490	33	2940	EAST 80 ACRES OF THE NORTH 120 ACRES OF THE S/2 OF SECTION 12	57	T2S	REEVES	TX
RICHARD GEHLE	BLAKE OIL & GAS CORPORATION	09/30/1988	490	43	2941	EAST 80 ACRES OF THE NORTH 120 ACRES OF THE S/2 OF SECTION 12	57	T2S	REEVES	TX
CAROL WAGNER ET VIR	BLAKE OIL & GAS CORPORATION	09/30/1988	491	448	208	EAST 80 ACRES OF THE NORTH 120 ACRES OF THE S/2 OF SECTION 12	57	T2S	REEVES	TX
ESTHER I WURM	BLAKE OIL & GAS CORPORATION	09/30/1988	491	459	209	EAST 80 ACRES OF THE NORTH 120 ACRES OF THE S/2 OF SECTION 12	57	T2S	REEVES	TX
AGNES C BECKHAM ET AL	RICHARD C SLACK	05/25/1987	477	496	1621	40 ACRES AROUND THE GUY CALDWELL #3 WELL IN THE S/2 OF SECTION 24	57	T2S	REEVES	TX

LESSOR	LESSEE	LEASE DATE	VOL	PAGE	INSTRUMENT NO.	SECTION	BLOCK	TOWNSHIP	COUNTY	STATE
ROY E KIMSEY JR	PETROHAWK PROPERTIES LP	06/18/2013	1008	54	13-04457	W/2 OF SECTION 46	56	T2S	REEVES	TX
TOM E JOHNSON LP	PETROHAWK PROPERTIES LP	06/18/2013	1009	738	13-04789	W/2 OF SECTION 46	56	T2S	REEVES	TX
GEORGE A THOMAS	PETROHAWK PROPERTIES LP	06/18/2013	1008	47	13-04456	W/2 OF SECTION 46	56	T2S	REEVES	TX
ROBERT M DAVENPORT	BHP BILLITON PETROLEUM PROPERTIES NA LP	10/08/2013	1037	176	13-08529	W/2 OF SECTION 46	56	T2S	REEVES	TX
CLIFFORD G GLASGOW	BHP BILLITON PETROLEUM PROPERTIES NA LP	09/10/2013	1026	322	13-07000	All of Section 42	57	T2S	REEVES	TX
SHARON U TERJESEN	BHP BILLITON PETROLEUM PROPERTIES NA LP	09/10/2013	1026	315	13-06999	All of Section 42	57	T2S	REEVES	TX
JAMES STEPHEN GLASGOW	BHP BILLITON PETROLEUM PROPERTIES NA LP	09/10/2013	1026	329	13-07001	All of Section 42	57	T2S	REEVES	TX
ARLISS GLASGOW TRAVIS	BHP BILLITON PETROLEUM PROPERTIES NA LP	09/10/2013	1026	308	13-06998	All of Section 42	57	T2S	REEVES	TX
JAMES H ZINCK	BHP BILLITON PETROLEUM PROPERTIES NA LP	08/19/2013	1025	344	13-06846	All of Section 42	57	T2S	REEVES	TX
TAS ROYALTY COMPANY ET AL	BHP BILLITON PETROLEUM PROPERTIES NA LP	08/12/2013	1022	340	13-06444	All of Section 42	57	T2S	REEVES	TX
SCOTT C STEVENSON	BHP BILLITON PETROLEUM PROPERTIES NA LP	08/20/2013	1025	470	13-06867	All of Section 42	57	T2S	REEVES	TX
WALKER COUNTY HOSPITAL CORPORATION	BHP BILLITON PETROLEUM PROPERTIES NA LP	08/12/2013	1025	386	13-06852	All of Section 42	57	T2S	REEVES	TX
STANLEY T BROUSSARD	BHP BILLITON PETROLEUM PROPERTIES NA LP	08/20/2013	1025	463	13-06866	All of Section 42	57	T2S	REEVES	TX
LAWRENCE F A STEVENSON JR	BHP BILLITON PETROLEUM PROPERTIES NA LP	08/20/2013	1025	372	13-06850	All of Section 42	57	T2S	REEVES	TX
RANDOLPH & CO	BHP BILLITON PETROLEUM PROPERTIES NA LP	08/12/2013	1022	347	13-06445	All of Section 42	57	T2S	REEVES	TX

LESSOR	LESSEE	LEASE DATE	VOL	PAGE	INSTRUMENT NO.	SECTION	BLOCK	TOWNSHIP	COUNTY	STATE
WAYNE CHARLES TOMASEK	BHP BILLITON PETROLEUM PROPERTIES NA LP	08/12/2013	1025	379	13-06851	All of Section 42	57	T2S	REEVES	TX
STEPHEN H REGNIER	BHP BILLITON PETROLEUM PROPERTIES NA LP	08/12/2013	1025	365	13-06849	All of Section 42	57	T2S	REEVES	TX
PIERCE MINERAL LLLP	BHP BILLITON PETROLEUM PROPERTIES NA LP	08/12/2013	1022	354	13-06446	All of Section 42	57	T2S	REEVES	TX
PAUL P REGNIER JR	BHP BILLITON PETROLEUM PROPERTIES NA LP	08/12/2013	1025	358	13-06848	All of Section 42	57	T2S	REEVES	TX
CUSSETA BALL BOULON	BHP BILLITON PETROLEUM PROPERTIES NA LP	08/20/2013	1025	351	13-06847	All of Section 42	57	T2S	REEVES	TX
BARTEL LIVING TRUST	BHP BILLITON PETROLEUM PROPERTIES NA LP	09/10/2013	1027	777	13-07248	All of Section 42	57	T2S	REEVES	TX
LOUISE GLASGOW CHEATHAM	BHP BILLITON PETROLEUM PROPERTIES NA LP	09/10/2013	1026	617	13-07053	All of Section 42	57	T2S	REEVES	TX
SANDRA A TOMASEK IRREV DECEDENTS B TRUST	BHP BILLITON PETROLEUM PROPERTIES NA LP	08/20/2013	1025	456	13-06865	All of Section 42	57	T2S	REEVES	TX
HELEN VIRGINIA BELEW BRYANT ET VIR	BHP BILLITON PETROLEUM PROPERTIES NA LP	09/10/2013	1026	624	13-07054	All of Section 42	57	T2S	REEVES	TX
THOMAS H BALL III	BHP BILLITON PETROLEUM PROPERTIES NA LP	10/02/2013	1029	504	13-07475	All of Section 42	57	T2S	REEVES	TX
METHODIST CHILDRENS HOME	BHP BILLITON PETROLEUM PROPERTIES NA LP	11/02/2013	1039	794	13-08905	All of Section 42	57	T2S	REEVES	TX
GERALD B BROUSSARD	BHP BILLITON PETROLEUM PROPERTIES NA LP	12/04/2013	1047	467	14-00186	All of Section 42	57	T2S	REEVES	TX
CMC/SC BECKHAM HOLDINGS LP ET AL	PETROHAWK PROPERTIES LP	06/27/2013	1025	124	13-06805	S/2 SECTION 24 LESS 40 ACRE TRACT	57	T2S	REEVES	TX
JOHN D CAMP	BHP BILLITON PETROLEUM PROPERTIES NA LP	08/21/2013	1026	519	13-07038	E/2 OF SECTION 46	56	T2S	REEVES	TX

[Exhibit A-1]

LESSOR	LESSEE	LEASE DATE	VOL	PAGE	INSTRUMENT NO.	SECTION	BLOCK	TOWNSHIP	COUNTY	STATE
THE GRETCHEN C NORTHROP FOUNDATION	STEPHEN C COLE	08/14/2013	1023	763	13-06622	ALL OF SECTION 34 SAVE AND EXCEPT THE NE/4NE/4	56	T2S	REEVES	TX
TRINITY UNIVERSITY	STEPHEN C COLE	08/14/2013	1023	751	13-06621	ALL OF SECTION 34 SAVE AND EXCEPT THE NE/4NE/4	56	T2S	REEVES	TX
SUNSHINE COTTAGE SCHOOL FOR DEAF CHILDREN	STEPHEN C COLE	08/14/2013	1023	775	13-06623	ALL OF SECTION 34 SAVE AND EXCEPT THE NE/4NE/4	56	T2S	REEVES	TX
METT OIL AND GAS LP	BHP BILLITON PETROLEUM PROPERTIES NA LP	01/23/2014	1056	756	14-01540	SW/4 Section 44	57	T2S	REEVES	TX
PLACER LTD	BHP BILLITON PETROLEUM PROPERTIES NA LP	01/23/2014	1056	749	14-01539	SW/4 Section 44	57	T2S	REEVES	TX
BRENNAND LAZY H RANCH LTD	BHP BILLITON PETROLEUM PROPERTIES NA LP	03/01/2014	881	141	14-03025	E/2 Section 44	57	T2S	REEVES	TX
REDLANDS ROYALTY COMPANY LLC	BHP BILLITON PETROLEUM PROPERTIES NA LP	03/17/2014	1073	581	14-03976	E/2 Section 44	57	T2S	REEVES	TX
SELF CHILDRENS MANAGEMENT TRUST	BHP BILLITON PETROLEUM PROPERTIES NA LP	06/11/2014	1092	314	14-06696	E/2 Section 44	57	T2S	REEVES	TX
HENKE PETROLEUM CORPORATION	BHP BILLITON PETROLEUM PROPERTIES NA LP	06/11/2014	1151	443	14-07907	E/2 Section 44	57	T2S	REEVES	TX
THE FITZGERALD FIRST RESTATED TRUST UTA	BHP BILLITON PETROLEUM PROPERTIES NA LP	03/27/2015	1161	299	15-03771	E/2 Section 44	57	T2S	REEVES	TX
MARGARET S SHOCKLEY TRUST	BHP BILLITON PETROLEUM PROPERTIES NA LP	04/27/2016	1284	398	16-07847	E/2 Section 44	57	T2S	REEVES	TX
JO ANN SHAW BARBER TRUST	BHP BILLITON PETROLEUM PROPERTIES NA LP	08/05/2016	1333	414	16-14490	E/2 Section 44	57	T2S	REEVES	TX
THE STATE OF TEXAS M-112986	T VERNE DWYER	07/19/2011	901	385	6712	NW/4 Section 44	57	T2S	REEVES	TX

LESSOR	LESSEE	LEASE DATE	VOL	PAGE	INSTRUMENT NO.	SECTION	BLOCK	TOWNSHIP	COUNTY	STATE
TUNSTILL OIL & LAND TRUST	MTBB ACQUISITION COMPANY LLC	03/10/1999	604	595	1070	E/2NE/4, W/2NW/4 AND WEST 40 ACRES OF THE NORTH 120 ACRES OF THE S/2 OF SECTION 12	57	T2S	REEVES	TX
MCGARY FAMILY TRUST - KELLY SEPARATE	MARSHALL ENERGY LLC	07/30/2014	1094	483	14-06998	ALL OF SECTION 34	56	T2S	REEVES	TX
MCGARY LIVING TRUST - SPH	MARSHALL ENERGY LLC	07/30/2014	1094	494	14-06999	ALL OF SECTION 34	56	T2S	REEVES	TX
MARY JANE MCGARY	MARSHALL ENERGY LLC	07/30/2014	1094	472	14-06997	ALL OF SECTION 34	56	T2S	REEVES	TX
THE STATE OF TEXAS NO 88364	PREWIT MINERALS	10/05/1982	427	331	4510	SOUTH 200 ACRES OF SECTION 12	57	T2S	REEVES	TX
TRINITY UNIVERSITY ATTN: BUSINESS OFFICE	MARSHALL ENERGY LLC	09/04/2014	1111	207	14-09417	NE/4NE/4 OF SECTION 34	56	T2S	REEVES	TX
GRETCHEN C NORTHRUP FOUNDATION	MARSHALL ENERGY LLC	09/04/2014	1111	221	14-09418	NE/4NE/4 OF SECTION 34	56	T2S	REEVES	TX
SUNSHINE COTTAGE SCHOOL FOR DEAF CHILDREN	BHP BILLITON PETROLEUM PROPERTIES NA LP	09/02/2015	1218	663	15-11639	NE/4NE/4 OF SECTION 34	56	T2S	REEVES	TX
GEORGE C FRASER ET AL	CONTINENTAL OIL COMPANY	07/28/1950	8	576	620	NW/4 SECTION 11	55	T2S	LOVING	TX
GUY CALDWELL ET UX	PHILLIPS PETROLEUM COMPANY	10/15/1970	301	110	556	N/2 OF SECTION 24	57	T2S	REEVES	TX
CHEVRON MIDCONTINENT LP	BHP BILLITON PETROLEUM PROPERTIES NA LP	07/01/2015	1183	484	15-06542	S/2 Section 24	56	T3S	REEVES	TX
WILLIAM L WILKINSON	BHP BILLITON PETROLEUM PROPERTIES NA LP	09/09/2016	1333	428	16-14491	S/2 SECTION 24 LESS 40 ACRE TRACT	57	T2S	REEVES	TX

Exhibit A-2

Joint Operating Agreements

- 1) Joint Operating Agreement dated February 1, 2017, by and between BHP Billiton Petroleum (TXLA Operating) Company, as Operator, and BHP Billiton Petroleum Properties (N.A.), LP, et al, as Non-Operators, covering 321.27 acres of land, more or less, being all of the East-Half (E2) of Section 44, Block 57, Township 2, T&P RR Co. Survey, Reeves County, Texas, as evidenced by that certain Memorandum of Operating Agreement and Financing Statement filed of record as Instrument Number 17-19250, Official Public Records of Reeves County, Texas.
- 2) Joint Operating Agreement dated October 1, 2017, by and between BHP Billiton Petroleum (TXLA Operating) Company, as Operator, and BHP Billiton Petroleum Properties (N.A.), LP, et al, as Non-Operators, covering all of Section 34, Block 56, Township 3, T&P RR Co. Survey, Reeves County, Texas, as evidenced by that certain Memorandum of Operating Agreement and Financing Statement filed of record as Instrument Number 18-10519, Official Public Records of Reeves County, Texas.

Exhibit B-1**Retained Wells**

API No.	Well Name	Well No.	Section	Block	County	State
42-301-31895	State Protection 55-T2-2	2H	2	55-T2	Loving	TX
42-301-32064	State Protection 55-T2-2	3H	2	55-T2	Loving	TX
42-301-32644	State Protector 55-T2-2X11 PSA	1H	2 & 11	55-T2	Loving	TX
42-389-38813	State Sky Hook 57-T2-24	X101H	24	57-T2	Reeves	TX
42-389-38802	State Sky Hook 57-T2-24	W101H	24	57-T2	Reeves	TX
42-389-38805	State Sky Hook 57-T2-24	W103H (AKA W102H)	24	57-T2	Reeves	TX
42-389-36681	State Sky Hook 57-T2-24	W107H	24	57-T2	Reeves	TX
42-389-36675	State Sky Hook 57-T2-24	W108H	24	57-T2	Reeves	TX
42-389-38806	State Sky Hook 57-T2-24	W112H (AKA W110H)	24	57-T2	Reeves	TX
42-389-38808	State Sky Hook 57-T2-24	W114H	24	57-T2	Reeves	TX
42-389-38810	State Sky Hook 57-T2-24	W115H	24	57-T2	Reeves	TX
42-389-38814	State Sky Hook 57-T2-24	W201H	24	57-T2	Reeves	TX
42-389-38812	State Sky Hook 57-T2-24	W203H (AKA W101H)	24	57-T2	Reeves	TX
42-389-34329	State Roberta Regan 57-T2-36	1H	36	57-T2	Reeves	TX
42-389-35270	State Trinity 56-T2-34	1H	34	56-T2	Reeves	TX
42-389-35885	State Trinity 56-T2-34	W105H	34	56-T2	Reeves	TX
42-389-35978	State Trinity 56-T2-34	W106H	34	56-T2	Reeves	TX
42-389-35995	State Trinity 56-T2-34	W107H	34	56-T2	Reeves	TX
42-389-34663	State James 57-T2-42	1H	42	57-T2	Reeves	TX
42-389-35097	State Placer 57-T2-44	1H	44 (W2)	57-T2	Reeves	TX
42-389-38088	State Placer 57-T2-44	W102H	44 (W2)	57-T2	Reeves	TX
42-389-35706	State Lazy Acre 57-T2-44	W101H	44 (E2)	57-T2	Reeves	TX
42-389-34359	Brown State 56-T2-44	1H	44	56-T2	Reeves	TX
42-389-34571	State Roy Kimsey 56-T2-46	1H	46	56-T2	Reeves	TX
42-389-35980	State Roy Kimsey 56-T2-46	W102H	46	56-T2	Reeves	TX
42-389-37986	State Roy Kimsey 56-T2-46	W103H	46	56-T2	Reeves	TX
42-389-37984	State Roy Kimsey 56-T2-46	W104H	46	56-T2	Reeves	TX
42-389-33542	Hooton et al State 57-T3-22	1H	22	57-T3	Reeves	TX
42-389-34610	Darcy State 56-T3-22	1H	22	56-T3	Reeves	TX
42-389-38368	State Hedblom 56-T3-24	W101H	24	56-T3	Reeves	TX
42-389-38369	State Hedblom 56-T3-24	W102H	24	56-T3	Reeves	TX
42-389-36738	State Hedblom 56-T3-24	W108H	24	56-T3	Reeves	TX
42-389-38370	State Hedblom 56-T3-24	W115H	24	56-T3	Reeves	TX

API No.	Well Name	Well No.	Section	Block	County	State
42-389-39429	State Hedblom 56-T3-24	W208H	24	56-T3	Reeves	TX
42-389-34953	State Pride 57-T3-38	1H	38	57-T3	Reeves	TX
42-389-38516	State Pride 57-T3-38	W207H	38	57-T3	Reeves	TX
42-389-36547	State Perryman 56-T3-34	W108H	34	56-T3	Reeves	TX
42-389-34787	State LRP 57-T2-12	1H	12	57-T2	Reeves	TX
42-389-36140	State LRP 57-T2-12	W103H	12	57-T2	Reeves	TX
42-389-36151	State LRP 57-T2-12	W104H	12	57-T2	Reeves	TX
42-389-36141	State LRP 57-T2-12	W105H	12	57-T2	Reeves	TX

Exhibit B-2**Proration Units**

API No.	Well Name	Well No.	Section	Block	County	State	Prorated Acres
42-301-31895	STATE PROTECTION 55-T2-2	2H	2	55-T2	Loving	TX	540
42-301-32064	STATE PROTECTION 55-T2-2	3H	2	55-T2	Loving	TX	325.44
42-301-32644	STATE PROTECTOR 55-T2-2X11 PSA	1H	2 & 11	55-T2	Loving	TX	487.94
42-389-36681	STATE SKY HOOK 57-T2-24	W107H	24	57-T2	Reeves	TX	161.225
42-389-36675	STATE SKY HOOK 57-T2-24	W108H	24	57-T2	Reeves	TX	161.225
42-389-38810	STATE SKY HOOK 57-T2-24	W115H	24	57-T2	Reeves	TX	161.225
42-389-38814	STATE SKY HOOK 57-T2-24	W201H	24	57-T2	Reeves	TX	161.225
42-389-34329	STATE ROBERTA REGAN 57-T2-36	1H	36	57-T2	Reeves	TX	642.86
42-389-35270	STATE TRINITY 56-T2-34	1H	34	56-T2	Reeves	TX	159.28
42-389-35885	STATE TRINITY 56-T2-34	W105H	34	56-T2	Reeves	TX	159.82
42-389-35978	STATE TRINITY 56-T2-34	W106H	34	56-T2	Reeves	TX	159.82
42-389-35995	STATE TRINITY 56-T2-34	W107H	34	56-T2	Reeves	TX	159.82
42-389-34663	STATE JAMES 57-T2-42	1H	42	57-T2	Reeves	TX	639.93
42-389-35097	STATE PLACER 57-T2-44	1H	44 (W2)	57-T2	Reeves	TX	160.64
42-389-38088	STATE PLACER 57-T2-44	W102H	44 (W2)	57-T2	Reeves	TX	160.64
42-389-35706	STATE LAZY ACRE 57-T2-44	W101H	44 (E2)	57-T2	Reeves	TX	321.27
42-389-34359	BROWN STATE 56-T2-44	1H	44	56-T2	Reeves	TX	643.37
42-389-34571	STATE ROY KIMSEY 56-T2-46	1H	46	56-T2	Reeves	TX	160.47
42-389-35980	STATE ROY KIMSEY 56-T2-46	W102H	46	56-T2	Reeves	TX	160.47
42-389-37986	STATE ROY KIMSEY 56-T2-46	W103H	46	56-T2	Reeves	TX	160.47

API No.	Well Name	Well No.	Section	Block	County	State	Prorated Acres
42-389-37984	STATE ROY KIMSEY 56-T2-46	W104H	46	56-T2	Reeves	TX	160.47
42-389-33542	HOOTON ET AL STATE 57-T3-22	1H	22	57-T3	Reeves	TX	636.68
42-389-34610	DARCY STATE 56-T3-22	1H	22	56-T3	Reeves	TX	640.82
42-389-38368	STATE HEDBLOM 56-T3-24	W101H	24	56-T3	Reeves	TX	127.826
42-389-38369	STATE HEDBLOM 56-T3-24	W102H	24	56-T3	Reeves	TX	127.826
42-389-36738	STATE HEDBLOM 56-T3-24	W108H	24	56-T3	Reeves	TX	127.826
42-389-38370	STATE HEDBLOM 56-T3-24	W115H	24	56-T3	Reeves	TX	127.826
42-389-39429	STATE HEDBLOM 56-T3-24	W208H	24	56-T3	Reeves	TX	127.826
42-389-34953	STATE PRIDE 57-T3-38	1H	38	57-T3	Reeves	TX	322.08
42-389-38516	STATE PRIDE 57-T3-38	W207H	38	57-T3	Reeves	TX	322.08
42-389-36547	STATE PERRYMAN 56-T3-34	W108H	34	56-T3	Reeves	TX	638.91
42-389-34787	STATE LRP 57-T2-12	1H	12	57-T2	Reeves	TX	160.715
42-389-36140	STATE LRP 57-T2-12	W103H	12	57-T2	Reeves	TX	214.86
42-389-36151	STATE LRP 57-T2-12	W104H	12	57-T2	Reeves	TX	214
42-389-36141	STATE LRP 57-T2-12	W105H	12	57-T2	Reeves	TX	160.715

Exhibit B-3**BSF Override Leases**

LESSOR	LESSEE	LEASE DATE	VOL	PAGE	SEC	BLK	TSP	COUNTY	STATE	ASSIGNOR OVERRIDE LEASE FORMATION
WILLIAM EDWARD LASELL ET AL	PETROHAWK PROPERTIES LP	03/25/2013	1001	320	E/2NW/4 OF SECTION 12	57	T2S	REEVES	TX	BONE SPRING FORMATION
LOWE ROYALTY PARTNERS LP	PETROHAWK PROPERTIES LP	01/28/2013	1001	297	E/2NW/4 AND W/2NE/4 OF SECTION 12	57	T2S	REEVES	TX	BONE SPRING FORMATION
JULIA LUCINDA C RAMAN	PETROHAWK PROPERTIES LP	05/24/2013	1007	741	E/2NW/4 AND W/2NE/4 OF SECTION 12	57	T2S	REEVES	TX	BONE SPRING FORMATION
WALTER C CREMIN III	PETROHAWK PROPERTIES LP	05/24/2013	1010	361	E/2NW/4 AND W/2NE/4 OF SECTION 12	57	T2S	REEVES	TX	BONE SPRING FORMATION
MARIANNE C TAYLOR	PETROHAWK PROPERTIES LP	05/24/2013	1014	521	E/2NW/4 AND W/2NE/4 OF SECTION 12	57	T2S	REEVES	TX	BONE SPRING FORMATION
ESTATE OF ANN CREMIN FIALA	PETROHAWK PROPERTIES LP	06/12/2013	1014	528	E/2NW/4 AND W/2NE/4 OF SECTION 12	57	T2S	REEVES	TX	BONE SPRING FORMATION
STANLEY N STAPLES	PETROHAWK PROPERTIES LP	05/24/2013	1010	368	EAST 80 ACRES OF THE NORTH 120 ACRES OF THE S/2 OF SECTION 12	57	T2S	REEVES	TX	BONE SPRING FORMATION
LAUREN LEAVELL PINKSTON	BHP BILLITON PETROLEUM PROPERTIES NA LP	07/18/2013	1025	436	EAST 80 ACRES OF THE NORTH 120 ACRES OF THE S/2 OF SECTION 12	57	T2S	REEVES	TX	BONE SPRING FORMATION
WILLIAM WYATT LEAVELL III	BHP BILLITON PETROLEUM PROPERTIES NA LP	07/18/2013	1025	426	EAST 80 ACRES OF THE NORTH 120 ACRES OF THE S/2 OF SECTION 12	57	T2S	REEVES	TX	BONE SPRING FORMATION

LESSOR	LESSEE	LEASE DATE	VOL	PAGE	SEC	BLK	TSP	COUNTY	STATE	ASSIGNOR OVERRIDE LEASE FORMATION
JENNIFER BLAKE BROMBERG	BHP BILLITON PETROLEUM PROPERTIES NA LP	07/18/2013	1025	446	EAST 80 ACRES OF THE NORTH 120 ACRES OF THE S/2 OF SECTION 12	57	T2S	REEVES	TX	BONE SPRING FORMATION
BLAKE OIL & GAS CORPORATION	BHP BILLITON PETROLEUM PROPERTIES NA LP	07/18/2013	1032	196	EAST 80 ACRES OF THE NORTH 120 ACRES OF THE S/2 OF SECTION 12	57	T2S	REEVES	TX	BONE SPRING FORMATION
ROBERT A SCHULER ET AL	BLAKE OIL & GAS CORPORATION	12/08/1986	474	168	EAST 80 ACRES OF THE NORTH 120 ACRES OF THE S/2 OF SECTION 12	57	T2S	REEVES	TX	BONE SPRING FORMATION
VIOLET SCHULER	BLAKE OIL & GAS CORPORATION	10/10/1987	481	303	EAST 80 ACRES OF THE NORTH 120 ACRES OF THE S/2 OF SECTION 12	57	T2S	REEVES	TX	BONE SPRING FORMATION
ALTHA M FARWELL	BLAKE OIL & GAS CORPORATION	09/30/1988	489	362	EAST 80 ACRES OF THE NORTH 120 ACRES OF THE S/2 OF SECTION 12	57	T2S	REEVES	TX	BONE SPRING FORMATION
MARY C GEHLE	BLAKE OIL & GAS CORPORATION	09/30/1988	489	372	EAST 80 ACRES OF THE NORTH 120 ACRES OF THE S/2 OF SECTION 12	57	T2S	REEVES	TX	BONE SPRING FORMATION
RICHARD KIEL	BLAKE OIL & GAS CORPORATION	09/30/1988	489	382	EAST 80 ACRES OF THE NORTH 120 ACRES OF THE S/2 OF SECTION 12	57	T2S	REEVES	TX	BONE SPRING FORMATION

LESSOR	LESSEE	LEASE DATE	VOL	PAGE	SEC	BLK	TSP	COUNTY	STATE	ASSIGNOR OVERRIDE LEASE FORMATION
DONALD H KIEL	BLAKE OIL & GAS CORPORATION	10/08/1986	489	392	EAST 80 ACRES OF THE NORTH 120 ACRES OF THE S/2 OF SECTION 12	57	T2S	REEVES	TX	BONE SPRING FORMATION
LOIS OESTRICH ET VIR	BLAKE OIL & GAS CORPORATION	09/30/1988	489	402	EAST 80 ACRES OF THE NORTH 120 ACRES OF THE S/2 OF SECTION 12	57	T2S	REEVES	TX	BONE SPRING FORMATION
LORNA JEAN RYBACHECK	BLAKE OIL & GAS CORPORATION	10/10/1988	489	412	EAST 80 ACRES OF THE NORTH 120 ACRES OF THE S/2 OF SECTION 12	57	T2S	REEVES	TX	BONE SPRING FORMATION
MILDRED MAX	BLAKE OIL & GAS CORPORATION	09/30/1988	489	422	EAST 80 ACRES OF THE NORTH 120 ACRES OF THE S/2 OF SECTION 12	57	T2S	REEVES	TX	BONE SPRING FORMATION
ALGO A NOVALLO	BLAKE OIL & GAS CORPORATION	09/30/1988	490	23	EAST 80 ACRES OF THE NORTH 120 ACRES OF THE S/2 OF SECTION 12	57	T2S	REEVES	TX	BONE SPRING FORMATION
SHIRLEY E CAMPBELL & FOR ST OF TX	BLAKE OIL & GAS CORPORATION	10/17/1988	490	33	EAST 80 ACRES OF THE NORTH 120 ACRES OF THE S/2 OF SECTION 12	57	T2S	REEVES	TX	BONE SPRING FORMATION
RICHARD GEHLE	BLAKE OIL & GAS CORPORATION	09/30/1988	490	43	EAST 80 ACRES OF THE NORTH 120 ACRES OF THE S/2 OF SECTION 12	57	T2S	REEVES	TX	BONE SPRING FORMATION

LESSOR	LESSEE	LEASE DATE	VOL	PAGE	SEC	BLK	TSP	COUNTY	STATE	ASSIGNOR OVERRIDE LEASE FORMATION
CAROL WAGNER ET VIR	BLAKE OIL & GAS CORPORATION	09/30/1988	491	448	EAST 80 ACRES OF THE NORTH 120 ACRES OF THE S/2 OF SECTION 12	57	T2S	REEVES	TX	BONE SPRING FORMATION
ESTHER I WURM	BLAKE OIL & GAS CORPORATION	09/30/1988	491	459	EAST 80 ACRES OF THE NORTH 120 ACRES OF THE S/2 OF SECTION 12	57	T2S	REEVES	TX	BONE SPRING FORMATION
TUNSTILL OIL & LAND TRUST	MTBB ACQUISITION COMPANY LLC	03/10/1999	604	595	E/2NE/4, W/2NW/4 AND WEST 40 ACRES OF THE NORTH 120 ACRES OF THE S/2 OF SECTION 12	57	T2S	REEVES	TX	BONE SPRING FORMATION
THE STATE OF TEXAS NO 88364	PREWIT MINERALS	10/05/1982	427	331	SOUTH 200 ACRES OF SECTION 12	57	T2S	REEVES	TX	BONE SPRING FORMATION
GUY CALDWELL ET UX	PHILLIPS PETROLEUM COMPANY	10/15/1970	301	110	N/2 OF SECTION 24	57	T2S	REEVES	TX	BONE SPRING FORMATION
AGNES C BECKHAM ET AL	RICHARD C SLACK	05/25/1987	477	496	40 ACRES AROUND THE GUY CALDWELL #3 WELL IN THE S/2 OF SECTION 24	57	T2S	REEVES	TX	BONE SPRING FORMATION
CMC/SC BECKHAM HOLDINGS LP ET AL	PETROHAWK PROPERTIES LP	06/27/2013	1025	124	S/2 SECTION 24 LESS 40 ACRE TRACT	57	T2S	REEVES	TX	BONE SPRING FORMATION
WILLIAM L WILKINSON	BHP BILLITON PETROLEUM PROPERTIES NA LP	09/09/2016	1333	428	S/2 SECTION 24 LESS 40 ACRE TRACT	57	T2S	REEVES	TX	BONE SPRING FORMATION
BRENNAND LAZY H RANCH LTD	PETROHAWK PROPERTIES LP	02/15/2012	932	557	All of Section 36	57	T2S	REEVES	TX	BONE SPRING FORMATION
NANCY ADELE SAUSTAD TRUST	PETROHAWK PROPERTIES LP	06/05/2012	948	116	All of Section 36	57	T2S	REEVES	TX	BONE SPRING FORMATION

LESSOR	LESSEE	LEASE DATE	VOL	PAGE	SEC	BLK	TSP	COUNTY	STATE	ASSIGNOR OVERRIDE LEASE FORMATION
LOYD W POWELL JR CHILDRENS TRUST	PETROHAWK PROPERTIES LP	05/01/2012	943	31	All of Section 36	57	T2S	REEVES	TX	BONE SPRING FORMATION
PURSUIT ENERGY CORPORATION	PETROHAWK PROPERTIES LP	05/01/2012	943	45	All of Section 36	57	T2S	REEVES	TX	BONE SPRING FORMATION
ANDREWS ROYALTY LP	PETROHAWK PROPERTIES LP	05/01/2012	943	38	All of Section 36	57	T2S	REEVES	TX	BONE SPRING FORMATION
PATTI JO WOOD	PETROHAWK PROPERTIES LP	06/21/2012	956	10	All of Section 36	57	T2S	REEVES	TX	BONE SPRING FORMATION
ROBERTA REGAN TESTAMENTARY TRUST	PETROHAWK PROPERTIES LP	06/01/2012	945	494	All of Section 36	57	T2S	REEVES	TX	BONE SPRING FORMATION
HOWELL SMITH WYNNE	PETROHAWK PROPERTIES LP	05/01/2012	944	290	All of Section 36	57	T2S	REEVES	TX	BONE SPRING FORMATION
WILLIAM BARTON WAKEFIELD TESTAMENTARY TR	PETROHAWK PROPERTIES LP	06/21/2012	951	316	All of Section 36	57	T2S	REEVES	TX	BONE SPRING FORMATION
WESTWAY RANCHES LLC	BHP BILLITON PETROLEUM PROPERTIES NA LP	09/09/2013	1026	301	All of Section 36	57	T2S	REEVES	TX	BONE SPRING FORMATION
NANCY SMITH CHANDLER	BHP BILLITON PETROLEUM PROPERTIES NA LP	10/01/2013	1035	430	All of Section 36	57	T2S	REEVES	TX	BONE SPRING FORMATION
ARBGT LMB O&G TX LP	BHP BILLITON PETROLEUM PROPERTIES NA LP	11/01/2013	1047	432	All of Section 36	57	T2S	REEVES	TX	BONE SPRING FORMATION
EPB O&G TX LP	BHP BILLITON PETROLEUM PROPERTIES NA LP	11/01/2013	1047	418	All of Section 36	57	T2S	REEVES	TX	BONE SPRING FORMATION

LESSOR	LESSEE	LEASE DATE	VOL	PAGE	SEC	BLK	TSP	COUNTY	STATE	ASSIGNOR OVERRIDE LEASE FORMATION
ARBGT RMB O&G TX LP	BHP BILLITON PETROLEUM PROPERTIES NA LP	11/01/2013	1047	439	All of Section 36	57	T2S	REEVES	TX	BONE SPRING FORMATION
SID W RICHARDSON FOUNDATION	BHP BILLITON PETROLEUM PROPERTIES NA LP	11/01/2013	1047	425	All of Section 36	57	T2S	REEVES	TX	BONE SPRING FORMATION
ARBGT SRB O&G TX LP	BHP BILLITON PETROLEUM PROPERTIES NA LP	11/01/2013	1047	446	All of Section 36	57	T2S	REEVES	TX	BONE SPRING FORMATION
PATTI JO WOOD TRUST UWO JOSIE FAY PECK	BHP BILLITON PETROLEUM PROPERTIES NA LP	01/13/2014	1056	741	All of Section 36	57	T2S	REEVES	TX	BONE SPRING FORMATION

**Reeves County
Evangelina N. Abila
Reeves County Clerk**

Instrument Number: 2023000048

eRecording - Real Property

ASSIGNMENT

Recorded On: January 04, 2023 10:15 AM

Number of Pages: 35

" Examined and Charged as Follows: "

Total Recording: \$158.00

***** 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: 2023000048
Receipt Number: 20230104000002
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Simplifile



**STATE OF TEXAS
COUNTY OF REEVES**

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

Evangelina N. Abila
Reeves County Clerk
Reeves County, TX

Evangelina N. Abila

12

File No. MF116326

County

Assignment BPX to Permian

Date Filed: 11/20/23

Commissioner Dawn Buckingham, M.D.

By: CRB

ASSIGNMENT AND CONVEYANCE

STATE OF TEXAS §
COUNTIES OF REEVES AND §
LOVING §

This Assignment and Conveyance (this “**Assignment**”) is made this 22nd day of December, 2022, but effective as of the Effective Time (as defined below), by and between **BPX Operating Company**, a Texas corporation (“**Assignor**”), whose address is 1700 Platte Street, Suite 150, Denver, Colorado 80202, and **Anadarko E&P Onshore LLC**, a Delaware limited liability company (“**Assignee**”), whose address is 5 Greenway Plaza, Suite 110, Houston, Texas 77046. Assignee and Assignor are collectively referred to herein as the “**Parties**” and sometimes individually referred to herein as a “**Party**.” This Assignment shall be effective as of 12:01 a.m. Central Time on November 1, 2022 (the “**Effective Time**”).

WITNESSETH:

WHEREAS, Assignor, Assignee and Permian Delaware Enterprises Holdings LLC are parties to that certain Lease Exchange Agreement, effective as of the Effective Time (together with the exhibits attached thereto, the “**Exchange Agreement**”, with all capitalized terms used but not defined in this Assignment having the meanings given to such terms in the Exchange Agreement) pursuant to which Assignor has agreed to assign, sell and convey to Assignee the Subject Interests (as defined below); and

WHEREAS, pursuant to the Exchange Agreement, Assignor and Assignee have agreed to execute and deliver this Assignment.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor does hereby assign, transfer, convey, and deliver unto Assignee, effective as of the Effective Time, an undivided 42.0872% of Assignor's right, title, interest and estate, real or personal, recorded or unrecorded, movable or immovable, tangible or intangible, direct or indirect, in, to, and under the following, less and except the Excluded Property (as hereinafter defined):

Section 1.1:

(a) the oil, gas and/or mineral leases described on Exhibit A-1 (Leases and Lands) attached hereto and made a part hereof for all purposes, to the extent covering lands described on Exhibit A-1 (Leases and Lands), save and except with respect to the Retained Lease Interests, in each case, located in Reeves and/or Loving Counties, Texas, together with all extensions, ratifications, or amendments thereof, and any leasehold estates and operating rights to the oil and gas in place covered by such leases (the “Leases”, and the lands described on Exhibit A-1 (Leases and Lands) collectively, the “Lands”), and all tenements, hereditaments and appurtenances to the foregoing and all rights that arise by operation of law or that benefit or accrue

to the owner or lessee of the foregoing with respect to the exploration, development or use of, or production from the foregoing;

(b) the oil, gas, casinghead gas, coal bed methane, condensate and other gaseous and liquid hydrocarbons or any combination thereof, sulfur extracted from hydrocarbons and all other lease substances ("**Hydrocarbons**") under the Leases and that may be produced under or otherwise be allocated or attributed to the Leases, or the Lands;

(c) the joint operating agreements described on Exhibit A-2 (Joint Operating Agreements) attached hereto and made a part hereof for all purposes;

(d) the unitization, pooling and communitization agreements, declarations, orders, and the units and rights derived therefrom or created thereby, pertaining to or covering the Leases or the Lands (the "**Units**" and, together with the Leases and the Lands, the "**Properties**"); and

(e) copies, or electronic versions (if available), of the books, records, files, reports and similar documents and materials, including title files, title opinions, abstracts of title, ownership maps, contracts files, leases and lease records, title curative materials, in each case to the extent pertaining to the properties and interests described in subsections 1.1(a) through (d) and that are in the possession and control of, or maintained by, Assignor or its Affiliates (the "**Records**").

All of Assignor's right, title and interest in and to the above described properties, interests, and rights specified in the foregoing subsections 1.1(a) through (e) are hereinafter collectively referred to as the "**Subject Interests**". However, the Subject Interests shall not include Assignor's right, title, and interest in and to the Excluded Property, as defined below.

EXCEPTING AND RESERVING to Assignor, the right, title, interest and estate, real or personal, recorded or unrecorded, movable or immovable, tangible or intangible, direct or indirect, in, to, and under the following (collectively, the "**Excluded Property**"):

Section 1.2:

(a) all oil, gas, water or injection wells located on the Properties as of the Effective Time, whether producing, shut-in or temporarily abandoned, including those described on Exhibit B-1 attached hereto and made a part hereof for all purposes (the "**Retained Wells**") and including all of the tangible personal property, equipment, installations, fixtures, improvements and other appurtenances used or held for use in connection therewith, including, without limitation, all machinery, facilities, flow lines, gathering lines, gas lines, water lines, pipelines, electrical infrastructure, power lines, tubing, well pads, well heads, pumps, casing, caissons, motors, platforms, tank batteries, separators, treaters, rods, tanks, improvements, towers, SCADA equipment, radios, meters, computers, automation equipment, spare parts, compressors, pipe, vehicles, vessels, processing and compression equipment and facilities, and all manifolds, pads, structures, buildings, real property, materials and similar items so long as all such items are used in the operation thereof;

(b) the Leases *insofar and only insofar* as they give rise to Assignor's ownership interests, right to operate, produce, save, store, transport and market Hydrocarbons from the currently producing depths and intervals in the Retained Wells, including the right to conduct refracturing or other reservoir stimulation operations, workovers, and ordinary maintenance operations in the currently producing depths and intervals in such Retained Wells, and including any carried working interests associated therewith;

(c) the Hydrocarbons produced from the Retained Wells, together with all trade credits, accounts, receivables and all other proceeds, income or revenues from the sale of Hydrocarbons to the extent produced from or accrued to the Retained Wells or to the extent attributable to the other Excluded Property;

(d) the rights in proration units assigned to each Retained Well by Assignor, and approved by the Railroad Commission of Texas (the "**RRC**") pursuant to Chapter 3 of Part 1 of Title 16 of the Texas Administrative Code (the "**RRC Rules**") to permit Assignor to produce its maximum daily allowable from each Retained Well (such proration units as further described on Exhibit B-2 (Proration Units) referred to herein as the "**Proration Units**" and collectively with the Retained Wells and the Retained Lease Interests, the "**Retained Wells Interests**"), as such proration units may be amended or modified pursuant to Section 6.2(c) of the Exchange Agreement;

(e) (i) as calculated before taking into effect the Reserved BSF Override, an overriding royalty interest in and to the Leases as to all depths from and after the Effective Time equal to (and no greater than) the positive difference, if any, between (x) twenty-five percent (25%) and (y) the burdens of record in the appropriate county land records as of the Effective Time measured by or payable out of production of Hydrocarbons from or otherwise allocable or attributable to the Leases as of the Effective Time, subject to the provisions of Section 2 of this Assignment (the "**General Reserved Override**"), and (ii) an undivided one percent (1%) overriding royalty interest in and to those Leases described on Exhibit B-3 (BSF Override Leases) (the "**BSF Override Leases**"; and collectively with those Leases subject to the General Reserved Override, the "**Override Leases**"), as further described and subject to the provisions of Section 2 of this Assignment, insofar and only insofar as such BSF Override Leases cover the Bone Spring Formation (the "**Reserved BSF Override**" and collectively with the General Reserved Override, the "**Reserved Overrides**");

(f) all surface leases, surface use agreements, water well agreements, water rights agreements, permits, franchises, consents, approvals, rights-of-way, servitudes, licenses, easements and other similar rights or agreements;

(g) all fee mineral interests and fee surface interests with respect to all or any portion of the Lands;

(h) all transportation, processing, treatment, marketing, production, storage, sale, disposal, handling, or gathering agreements that relate to the properties and interests described in subsections 1.2(a) through (d) of this definition of "Excluded Property";

(i) all information technology assets, including desktop computers, laptop computers, servers, networking equipment, and any associated peripherals and other computer hardware, all radio and telephone equipment, smartphones, tablets and other mobility devices, well communication devices, and any other information technology system;

(j) all rights of ingress and egress through and across such Lands in order to produce Hydrocarbons or conduct operations in connection with the Retained Wells;

(k) except for the joint operating agreements described on Exhibit A-2, all existing contracts, agreements and instruments of Assignor, including effective sales, purchase contracts, operating agreements, area of mutual interest agreements, joint venture agreements, exploration agreements, development agreements, exchange agreements, balancing agreements, farmin and farmout agreements, drilling agreements, service agreements, equipment leases, midstream agreements, and other contracts, agreements and instruments, in each case, to the extent such contracts, agreements and instruments directly relate to the properties and interests described in subsections 1.2(a) through (j) of this definition of "Excluded Property";

(l) originals or copies, and electronic versions (if available), of Assignor's Records, together with all other files and records pertaining to the properties and interests described in subsections 1.1(a) through (d) of the definition of "Subject Interests", that are not included in the definition of Records;

(m) any indebtedness for borrowed money (including guarantees, letters of credit and similar instruments) or hedging instruments and related liabilities; and

(n) (i) all corporate minute books, Tax and financial records and other business records that relate to Assignor's business generally; (ii) any contracts, books, records, files, maps, information, data and licenses (including radio licenses), or copies thereof, in each case, whose change in ownership or transfer is prohibited or subjected to payment of a fee or other consideration by an agreement with a third party, or by applicable law, and for which no consent to transfer has been received; (iii) all legal records and files of Assignor constituting work product of, and attorney-client communications with, Assignor's legal counsel (but excluding executed agreements and instruments, title opinions, and similar documents, in each case, constituting the Records); (iv) any records or information relating to the offer, negotiation or sale of the Subject Interests, including bids received from and records of negotiations with third parties, and correspondence and agreements (including confidentiality agreements) with such third parties pertaining to sales or similar transactions pertaining to the Subject Interests; (v) any of Assignor's reserve, engineering, economic, or marketing reports, studies, estimates or evaluations, and interpretive maps or correspondence related thereto; (vi) master service contracts and software licenses used for both the Subject Interests and other assets of Assignor; (vii) all geological or geophysical or other seismic or related technical data; (viii) any environmental studies, evaluations, reports or interpretations thereof, which were generated solely for Assignor's internal use; and (ix) proprietary computer software, patents, trade secrets, copyrights, names, trademarks, logos and other similar intellectual property.

As used in this Assignment, the term "**Bone Spring Formation**" means the correlative stratigraphic interval from 6,565 feet (TVD), to 9,633 feet (TVD), as shown on the Gamma Ray

Log stamped received by the RRC on March 24, 1983, for the Fortune Unit 2R well (API No. 42-389-31270) located 1,000 FNL and 1,350 FEL of Section 3, Block 57, Township 3, T&P RR Co. Survey, Reeves County, Texas.

TO HAVE AND TO HOLD the Subject Interests unto Assignee, its successors and assigns, forever subject to the terms and provisions hereof.

1. Special Warranty of Title. Assignor covenants and agrees that it will WARRANT and DEFEND title to the Subject Interests unto Assignee, its successors and assigns, against all persons claiming or to claim the whole or any part thereof, by, through or under Assignor, but not otherwise, for four (4) years from the Effective Time of this Assignment (the "**Special Warranty**"). Further, this Assignment is made by Assignor with the right of full substitution and subrogation of Assignee in and to all covenants and warranties heretofore given or made by others with respect to the Subject Interests. **EXCEPT AS TO THE FOREGOING SPECIAL WARRANTY, ANY COVENANTS OR WARRANTIES IMPLIED BY STATUTE OR LAW OR BY THE USE OF THE WORD "ASSIGN," "TRANSFER," "CONVEY," "DELIVER," OR OTHER WORDS OF GRANT ARE HEREBY EXPRESSLY WAIVED AND DISCLAIMED BY THE PARTIES.**

2. Reserved Overrides.

(a) The Reserved Overrides shall be non-operating, non-expense-bearing limited overriding royalty interests free of all cost and expense of acquisition, exploration, drilling, deepening, completion, re-completion, equipping for production, development, improvement, production, operation, repair, reworking, sidetracking, plugging back, maintenance, plugging and abandonment, and remediation, including royalties and other burdens on production, related to the applicable Override Lease and calculated based on the gross proceeds received from the first arm's length unaffiliated sale, free of all post-production costs; *provided, however*, that each Reserved Override shall bear proportionately all severance or other similar Taxes attributable to each Reserved Override. In addition, the Reserved Overrides shall be free of (and without deduction therefrom of) any and all royalties and other burdens on production and shall bear no part of the same. The Reserved Overrides may be pooled or unitized in the same manner and under the same terms and conditions as the lessor's royalty may be pooled or unitized under the terms of the applicable Override Lease or as such Override Lease may thereafter be amended, and the owner of the Reserved Overrides shall be deemed to have consented to such pooling or unitization. The Reserved Overrides shall be paid at the same times as the lessor's royalty under the terms of the applicable Override Lease, except in no circumstances shall such Reserved Overrides ever be calculated or paid on a basis in excess of the proceeds of production attributable thereto.

(b) The Parties acknowledge that the Reserved Overrides are reserved directly from the Override Leases. Accordingly, the quantum of interest applicable to each Reserved Override shall be proportionately reduced by the ratio that (i) the interest in and to the mineral estate covered by an Override Lease bears to the full undivided mineral interest in the Hydrocarbons in the lands covered thereby or (ii) the Assignor's undivided interest in and to an Override Lease bears to 100% of the lessee's interest under such Override Lease. The quantum of interest applicable to each Reserved Override shall be further proportionately reduced to reflect

(A) any failure of the leasehold or mineral title of an Override Lease, and (B) the pooling or unitization of an Override Lease with other lands or leases.

(c) Each Reserved Override shall remain in effect and apply to any renewal or extension of the applicable Override Lease or any new or substitute lease taken or received by Assignee, its Affiliates or its or any of their successors or assigns, covering all or any part of the lands covered by such Override Lease, in each case, within a period of one year after the expiration or termination of the applicable Override Lease, provided that the Override Lease terminates or expires within 21 years of the last living issue of George W. Bush.

(d) No obligations, either express or implied, shall arise by reason of the reservation of the Reserved Overrides by Assignor that would require Assignee to keep and maintain any of such Override Leases in force and effect either by payment of delay rentals, compensatory royalties or other payment, by the drilling of any well upon the lands covered by such Override Leases, or by any other means; it being expressly understood that Assignor is to retain said Reserved Overrides in the Hydrocarbons, if, as and when produced and sold and that such Override Leases may be released without the consent of Assignor, subject to Section 6.1 of the Exchange Agreement and Section 2(c) of this Assignment.

(e) The asset revenue and accounting records of Assignee directly relating to the Override Leases and calculation and payment of the Reserved Overrides shall be open and made available, on a confidential basis, to Assignor and its representatives at all reasonable times for examination, inspection, copying, and audit by Assignor and its representatives, but in no event more than twice annually.

3. Disclaimer of Representations and Warranties.

(a) EXCEPT AS AND TO THE EXTENT EXPRESSLY SET FORTH IN THE EXCHANGE AGREEMENT OR IN THE SPECIAL WARRANTY CONTAINED HEREIN, (I) ASSIGNOR MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESS, STATUTORY OR IMPLIED, AND (II) ASSIGNOR EXPRESSLY DISCLAIMS ALL LIABILITY AND RESPONSIBILITY FOR, AND ASSIGNEE ACKNOWLEDGES AND AGREES THAT IT HAS NOT RELIED UPON, ANY REPRESENTATION, WARRANTY, STATEMENT OR INFORMATION MADE OR COMMUNICATED (ORALLY OR IN WRITING) TO ASSIGNEE OR ANY OF ASSIGNEE'S REPRESENTATIVES (INCLUDING, WITHOUT LIMITATION, ANY OPINION, INFORMATION, PROJECTION OR ADVICE THAT MAY HAVE BEEN PROVIDED TO ASSIGNEE BY ANY OFFICER, DIRECTOR, EMPLOYEE, AGENT, CONSULTANT, REPRESENTATIVE OR ADVISOR OF ASSIGNOR OR ANY OF ITS AFFILIATES), IN EACH CASE, WITH RESPECT TO THE SUBJECT INTERESTS.

(b) EXCEPT AS AND TO THE EXTENT EXPRESSLY SET FORTH IN THE EXCHANGE AGREEMENT OR IN THE SPECIAL WARRANTY CONTAINED HEREIN, ASSIGNOR EXPRESSLY DISCLAIMS AND NEGATES, AND ASSIGNEE WAIVES AND ACKNOWLEDGES IT HAS NOT RELIED UPON, ANY REPRESENTATION OR WARRANTY, EXPRESS, STATUTORY OR IMPLIED, AS TO (IN EACH CASE WITH RESPECT TO THE SUBJECT INTERESTS) (I) TITLE TO ANY OF THE SUBJECT

INTERESTS, (II) THE CONTENTS, CHARACTER OR NATURE OF ANY REPORT OF ANY PETROLEUM ENGINEERING CONSULTANT, OR ANY ENGINEERING, GEOLOGICAL OR SEISMIC DATA OR INTERPRETATION, RELATING TO THE SUBJECT INTERESTS, (III) THE QUANTITY, QUALITY OR RECOVERABILITY OF HYDROCARBONS IN OR FROM THE SUBJECT INTERESTS, (IV) ANY ESTIMATES OF THE VALUE OF THE SUBJECT INTERESTS OR FUTURE REVENUES GENERATED BY THE SUBJECT INTERESTS, (V) THE ABILITY TO PRODUCE HYDROCARBONS FROM THE SUBJECT INTERESTS, (VI) THE MAINTENANCE, REPAIR, CONDITION, QUALITY, SUITABILITY, DESIGN OR MARKETABILITY OF THE SUBJECT INTERESTS, (VII) THE CONTENT, CHARACTER OR NATURE OF ANY INFORMATION MEMORANDUM, REPORTS, BROCHURES, CHARTS OR STATEMENTS PREPARED BY ASSIGNOR OR THIRD PARTIES WITH RESPECT TO THE SUBJECT INTERESTS, (VIII) ANY OTHER MATERIALS OR INFORMATION THAT MAY HAVE BEEN MADE AVAILABLE TO ASSIGNEE OR ANY OF ASSIGNEE'S REPRESENTATIVES IN CONNECTION WITH THE TRANSACTION OR ANY DISCUSSION OR PRESENTATION RELATING THERETO, (IX) ANY IMPLIED OR EXPRESS WARRANTY OF FREEDOM FROM PATENT OR TRADEMARK INFRINGEMENT, AND (X) ENVIRONMENTAL LAWS, THE RELEASE OF HAZARDOUS MATERIALS INTO THE ENVIRONMENT OR THE PROTECTION OF HUMAN HEALTH, SAFETY, NATURAL RESOURCES OR THE ENVIRONMENT, OR ANY OTHER ENVIRONMENTAL CONDITION OF THE SUBJECT INTERESTS. EXCEPT AS EXPRESSLY REPRESENTED OTHERWISE IN ARTICLE 4 (REPRESENTATIONS AND WARRANTIES) OF THE EXCHANGE AGREEMENT, ASSIGNOR FURTHER DISCLAIMS ANY REPRESENTATION OR WARRANTY, EXPRESS, STATUTORY OR IMPLIED, OF MERCHANTABILITY, FREEDOM FROM LATENT VICES OR DEFECTS, FITNESS FOR A PARTICULAR PURPOSE OR CONFORMITY TO MODELS OR SAMPLES OF MATERIALS OF THE SUBJECT INTERESTS, RIGHTS OF A PURCHASER UNDER APPROPRIATE STATUTES TO CLAIM DIMINUTION OF CONSIDERATION OR RETURN OF CONSIDERATION, IT BEING EXPRESSLY UNDERSTOOD AND AGREED BY THE PARTIES THAT ASSIGNEE SHALL BE DEEMED TO BE OBTAINING THE APPLICABLE SUBJECT INTERESTS IN ITS PRESENT STATUS, CONDITION AND STATE OF REPAIR, "AS IS" AND "WHERE IS" WITH ALL FAULTS OR DEFECTS (KNOWN OR UNKNOWN, LATENT, DISCOVERABLE OR UNDISCOVERABLE), AND THAT ASSIGNEE HAS MADE OR CAUSED TO BE MADE SUCH INSPECTIONS AS ASSIGNEE DEEMS APPROPRIATE.

(c) ASSIGNEE ACKNOWLEDGES THAT THE SUBJECT INTERESTS HAVE BEEN USED TO EXPLORE FOR, DEVELOP AND PRODUCE HYDROCARBONS, AND THAT SPILLS OF WASTES, CRUDE OIL, PRODUCED WATER, HAZARDOUS MATERIALS AND OTHER MATERIALS MAY HAVE OCCURRED THEREON. ADDITIONALLY, SUCH SUBJECT INTERESTS, INCLUDING PRODUCTION EQUIPMENT, MAY CONTAIN ASBESTOS, HAZARDOUS MATERIALS OR NORM. NORM MAY AFFIX OR ATTACH ITSELF TO THE INSIDE OF WELLS, MATERIALS AND EQUIPMENT AS SCALE OR IN OTHER FORMS. A HEALTH HAZARD MAY EXIST IN CONNECTION WITH THE SUBJECT INTERESTS BY REASON THEREOF. SPECIAL PROCEDURES MAY BE REQUIRED FOR REMEDIATION, REMOVING, TRANSPORTING AND DISPOSING OF ASBESTOS, NORM, HAZARDOUS MATERIALS AND OTHER MATERIALS FROM THE SUBJECT INTERESTS.

(d) EXCEPT TO THE EXTENT ARISING OUT OF OR RESULTING FROM THE EXCLUDED PROPERTY, ASSIGNEE HEREBY RELEASES AND DISCHARGES ANY AND ALL CLAIMS AND REMEDIES AT LAW OR IN EQUITY, ATTRIBUTABLE TO THE PERIOD AFTER THE CLOSING DATE, AGAINST ASSIGNOR WITH RESPECT TO ANY CONTAMINATION ON THE ASSIGNING PARTY'S LANDS, EVEN IF SUCH CLAIMS OR DAMAGES ARE CAUSED IN WHOLE OR IN PART BY THE NEGLIGENCE (WHETHER JOINT OR CONCURRENT), STRICT LIABILITY OR OTHER LEGAL FAULT (EXCLUDING GROSS NEGLIGENCE AND WILLFUL MISCONDUCT), OF ASSIGNOR.

(e) EXCEPT AS OTHERWISE SET FORTH IN THE EXCHANGE AGREEMENT, EACH PARTY ACKNOWLEDGES THAT THE OTHER PARTY HAS NOT MADE AND WILL NOT MAKE ANY REPRESENTATION OR WARRANTY REGARDING ANY MATTER OR CIRCUMSTANCE RELATING TO ENVIRONMENTAL LAWS, THE RELEASE OF MATERIALS INTO THE ENVIRONMENT OR PROTECTION OF THE ENVIRONMENT OR HEALTH, AND THAT NOTHING IN THE EXCHANGE AGREEMENT OR OTHERWISE SHALL BE CONSTRUED AS SUCH A REPRESENTATION OR WARRANTY. AS USED HEREIN, THE FOLLOWING DEFINITIONS SHALL APPLY:

(i) "**CONTAMINATION**" means the presence, disposal, discharge, migration or release of Hazardous Materials in, on, under, or from Assignor's Lands that is caused by, or is a result of, Assignor's use of the Lands; *provided, however*, in no event shall the term "Contamination" include the presence, disposal, discharge, migration or release of Hazardous Materials in, on, under, from or to the Assignor's Lands which IS NOT a violation of, or does not result in liability or required remedial action under, any Environmental Laws or under the terms of the Exchange Agreement.

(ii) "**HAZARDOUS MATERIALS**" is used in its very broadest sense and means and includes, (a) any and all hazardous or toxic substances, pollutants, contaminants, materials or waste defined by or listed under any Environmental Law, and (b) petroleum, natural gas, natural gas liquids, liquefied natural gas, crude oil and any fraction thereof.

(f) **EACH PARTY AGREES THAT, TO THE EXTENT REQUIRED BY APPLICABLE LAW TO BE EFFECTIVE, THE DISCLAIMERS OF CERTAIN REPRESENTATIONS AND WARRANTIES CONTAINED IN THIS SECTION 3 ARE "CONSPICUOUS" DISCLAIMERS FOR THE PURPOSE OF ANY APPLICABLE LAW.**

4. Further Assurances. Without additional consideration, Assignor and Assignee agree to take such further actions and execute such further documents as may be reasonably necessary or appropriate for the full and complete enjoyment of the rights herein granted including without limitation all such other additional instruments, notices, division orders, transfer orders and other documents, and to do all such other and further acts and things as may be necessary to more fully and effectively assign, transfer, convey and deliver to Assignee the right, title and interest conveyed hereby or intended to be conveyed.

5. Governing Law. The validity, enforceability, interpretation and construction of this Assignment shall be governed by the laws of the State of Texas (without regard to conflict of law rules or principles that might refer to the law of another jurisdiction). The applicable provisions of Section 7.10 (Governing Law; Dispute Resolution) of the Exchange Agreement shall apply *mutatis mutandis* to this Assignment.

6. Severability. If a court of competent jurisdiction determines that any clause or provision of this Assignment is void, illegal or unenforceable, such determination shall not affect the validity of this Assignment as a whole, and this Assignment shall remain in full force and effect and the clause and/or provision determined to be void, illegal or unenforceable shall be limited so it remains in effect to the extent permissible by law.

7. No Third-Party Beneficiaries. Any reference herein to contracts, agreement, burdens, encumbrances or other matters shall not be deemed to ratify or create rights in third parties or merge with, modify or limit the rights of Assignor or Assignee as between themselves. It is the intent of Assignor and Assignee that this Assignment shall not be construed as a third-party beneficiary contract.

8. Successors and Assigns. This Assignment shall be binding upon and inure to the benefit of the Parties hereto as well as their respective successors and assigns. The obligations and responsibilities of the Parties under this Assignment will run with the Subject Interests. Notwithstanding the foregoing, nothing in this Assignment shall prohibit a Party, or such Party's successors and assigns, from selling or disposing of an interest in the Subject Interests after the Closing to another Person, subject to the terms of the Exchange Agreement and all applicable agreements, instruments, obligations, covenants and burdens binding on the Subject Interests, *provided*, that such sale or disposition shall not relieve the selling or disposing Party of any condition, covenant or obligation under the Exchange Agreement or any other Transaction Document arising prior to such sale or disposition, and that such sale or disposition by such selling or disposing Party, its successors and permitted assigns shall require the transferee to expressly assume the obligations set forth in the Exchange Agreement with respect to the transferred assets, otherwise such assignment or transfer shall be null and void. The granting of a non-assigning Party's consent to any assignment will be effective only as to the specific assignment then the express subject of such consent, and any subsequent assignment that may be proposed or attempted will be ineffective without such non-assigning Party's prior written consent.

9. Assignment Subject to the Exchange Agreement. This Assignment is expressly subject to the terms, conditions and covenants set forth in the Exchange Agreement, including Sections 6.1, 6.2, 6.3 and 6.4 thereof, which shall be considered covenants running with the land, a burden upon such Assignee's interest in the Subject Interests and shall be binding on the interests of the successors and assignees of Assignee. The omission of certain provisions of the Exchange Agreement from this Assignment does not constitute a conflict or inconsistency between the Exchange Agreement and this Assignment, and will not affect a merger of the omitted provisions. To the fullest extent permitted by law, all provisions of the Exchange Agreement are hereby deemed incorporated into this Assignment by reference.

10. Counterparts. This Assignment may be executed in any number of original counterparts and each such counterpart shall be deemed to be an original instrument, but all such

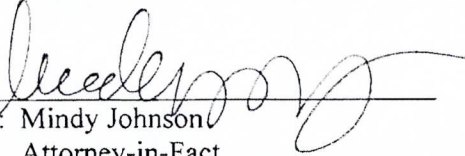
counterparts shall constitute but one and the same instrument of conveyance. For recording, counterpart signature and acknowledgment pages may be affixed to the body of one original instrument.

11. Entire Agreement. This Assignment, the Exhibits attached hereto, the Exchange Agreement, and all other documents executed contemporaneously with this Assignment pursuant to the Exchange Agreement, as same may have been amended or extended, embodies the entire agreement and understanding of the Parties with respect to the subject matter contained herein. This Assignment is subject to the Exchange Agreement, and in the event of a conflict, the terms and provisions of the Exchange Agreement shall control; *provided, however*, third parties may conclusively rely upon this Assignment as evidence of title in and to the Subject Interests vesting in Assignee. By executing, delivering, and accepting this Assignment, Assignor and Assignee do not intend to cause a merger of the terms of the Exchange Agreement into this Assignment, and all covenants, indemnities, and other terms and provisions set forth in the Exchange Agreement shall remain in full force and effect to the extent set forth in the Exchange Agreement.

[Remainder intentionally blank, signature and acknowledgment pages follow]

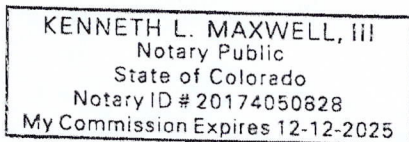
IN WITNESS WHEREOF, the Parties have executed this Assignment the day and year set forth in their respective acknowledgements below, to be effective as of the Effective Time.

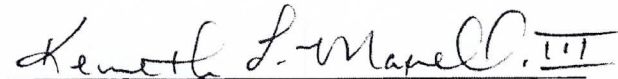
ASSIGNOR:

By: 
Name: Mindy Johnson
Title: Attorney-in-Fact

STATE OF COLORADO §
§
COUNTY OF DENVER §

This foregoing instrument was acknowledged before me this 20th day of December, 2022, by, Mindy Johnson, Attorney-in-Fact of BPX Operating Company, a Texas corporation, on behalf of said corporation.




Notary Public
Printed Name: Kenneth L. Maxwell, III
My Commission Expires: 12/12/2025

ASSIGNEE:

ANADARKO E&P ONSHORE LLC

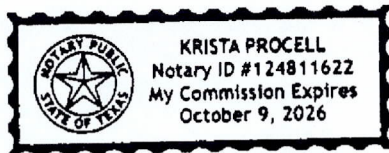
By: John V. Schneider

Name: John V. Schneider

Title: Attorney-in-Fact

STATE OF TEXAS §
 §
COUNTY OF HARRIS §

The foregoing instrument was acknowledged before me on this 12 day of December, 2022, by, John V. Schneider, Attorney-in-Fact of Anadarko E&P Onshore LLC, a Delaware limited liability company, on behalf of said limited liability company.



Krista Procell
Notary Public
Printed Name: Krista Procell
My Commission Expires: 10/9/26

Exhibit A-1**Leases and Lands**

LESSOR	LESSEE	LEASE DATE	VOL	PAGE	INSTRUMENT NO.	SECTION	BLOCK	TOWNSHIP	COUNTY	STATE
CHRISTINE JENKINS	PETROHAWK PROPERTIES, LP	01/13/2011	871	340	1601	All of Section 22	57	T3S	REEVES	TX
WILLIAM STEWART HOOTON	PETROHAWK PROPERTIES, LP	01/13/2011	871	152	1557	All of Section 22	57	T3S	REEVES	TX
BOBBY HOOTON	PETROHAWK PROPERTIES LP	01/13/2011	871	159	1558	All of Section 22	57	T3S	REEVES	TX
MARGIE MCKENZIE HOOTON	PETROHAWK PROPERTIES, LP	01/17/2011	871	166	1559	All of Section 22	57	T3S	REEVES	TX
ERMENTRU JENKINS	PETROHAWK PROPERTIES, LP	01/14/2011	871	173	1560	All of Section 22	57	T3S	REEVES	TX
SARA KEASLER BARNETT	PETROHAWK PROPERTIES, LP	01/13/2011	871	180	1561	All of Section 22	57	T3S	REEVES	TX
KAY KEASLER CASPER	PETROHAWK PROPERTIES, LP	01/17/2011	871	347	1602	All of Section 22	57	T3S	REEVES	TX
MARGARET ANN KEASLER HOGAN	PETROHAWK PROPERTIES, LP	01/17/2011	871	361	1604	All of Section 22	57	T3S	REEVES	TX
KATHERINE HOOTON STANDING	PETROHAWK PROPERTIES, LP	01/13/2011	871	375	1606	All of Section 22	57	T3S	REEVES	TX
WILLIAM D HOOTON	PETROHAWK PROPERTIES, LP	01/14/2011	871	801	1696	All of Section 22	57	T3S	REEVES	TX
GAIL HOOTON	PETROHAWK PROPERTIES, LP	01/13/2011	871	808	1697	All of Section 22	57	T3S	REEVES	TX
MOZELLE KEASLER BICKNELL	PETROHAWK PROPERTIES LP	01/14/2011	871	822	1699	All of Section 22	57	T3S	REEVES	TX
MARY HOOTON HARDIN	PETROHAWK PROPERTIES, LP	01/14/2011	872	1	1700	All of Section 22	57	T3S	REEVES	TX
ELNA JANE WOOD	PETROHAWK PROPERTIES, LP	01/17/2011	872	8	1701	All of Section 22	57	T3S	REEVES	TX
VIRGINIA PAT KEASLER TAYLOR	PETROHAWK PROPERTIES, LP	01/14/2011	872	15	1702	All of Section 22	57	T3S	REEVES	TX
PHILIP JENKINS	PETROHAWK PROPERTIES, LP	01/17/2011	872	767	1875	All of Section 22	57	T3S	REEVES	TX

LESSOR	LESSEE	LEASE DATE	VOL	PAGE	INSTRUMENT NO.	SECTION	BLOCK	TOWNSHIP	COUNTY	STATE
PHILIP LEAHY HOOTON	PETROHAWK PROPERTIES, LP	01/17/2011	872	775	1876	All of Section 22	57	T3S	REEVES	TX
GREGORY JENKINS	PETROHAWK PROPERTIES, LP	01/14/2011	872	782	1877	All of Section 22	57	T3S	REEVES	TX
JOSEPH ROBERT KEASLER	PETROHAWK PROPERTIES, LP	01/17/2011	872	789	1878	All of Section 22	57	T3S	REEVES	TX
JESSE DAVID CROUCH	PETROHAWK PROPERTIES, LP	01/17/2011	871	815	1698	All of Section 22	57	T3S	REEVES	TX
JAMES WILLIAM HOOTON	PETROHAWK PROPERTIES, LP	01/13/2011	871	354	1603	All of Section 22	57	T3S	REEVES	TX
DEBORAH HOOTON HARTSOCK	PETROHAWK PROPERTIES, LP	01/13/2011	871	368	1605	All of Section 22	57	T3S	REEVES	TX
GENE HOOTON	PETROHAWK PROPERTIES, LP	01/13/2011	871	382	1607	All of Section 22	57	T3S	REEVES	TX
TERRELL JENKINS KING	PETROHAWK PROPERTIES, LP	01/13/2011	878	709	2928	All of Section 22	57	T3S	REEVES	TX
LUCY CAROLYN KING PEREZ	PETROHAWK PROPERTIES, LP	01/17/2011	878	716	2929	All of Section 22	57	T3S	REEVES	TX
JEFFREY LYNN CROUCH	PETROHAWK PROPERTIES, LP	01/17/2011	878	723	2930	All of Section 22	57	T3S	REEVES	TX
DISCOVERY EXPLORATION	BRACERO OIL COMPANY	12/02/2013	1039	631	13-08865	N/2 Section 24	56	T3S	REEVES	TX
JACQUELINE C HEDBLUM ET AL	BRACERO OIL COMPANY	09/24/2013	1027	89	13-07101	N/2 Section 24	56	T3S	REEVES	TX
BLAKE OIL & GAS CORPORATION	BHP BILLITON PETROLEUM PROPERTIES NA LP	02/15/2016	1254	276	16-03768	N/2 Section 24	56	T3S	REEVES	TX
SAMUEL L MAYALL	BHP BILLITON PETROLEUM PROPERTIES NA LP	08/26/2015	1196	643	15-08470	All of Section 34	56	T3S	REEVES	TX
VIRGINIA N SIBLEY PERRYMAN	BHP BILLITON PETROLEUM PROPERTIES NA LP	09/18/2015	1201	705	15-09149	All of Section 34	56	T3S	REEVES	TX
ELIZABETH WENDY ROBERTS SIBLEY HARPER ET	BHP BILLITON PETROLEUM PROPERTIES NA LP	09/18/2015	1201	713	15-09150	All of Section 34	56	T3S	REEVES	TX
JULIA NORFLEET HEARNE	BHP BILLITON PETROLEUM PROPERTIES NA LP	09/18/2015	1201	698	15-09148	All of Section 34	56	T3S	REEVES	TX

LESSOR	LESSEE	LEASE DATE	VOL	PAGE	INSTRUMENT NO.	SECTION	BLOCK	TOWNSHIP	COUNTY	STATE
BLAKE OIL & GAS CORPORATION	BHP BILLITON PETROLEUM PROPERTIES NA LP	02/15/2016	1254	265	16-03767	All of Section 34	56	T3S	REEVES	TX
VICTORIA SMITH BURROWS	BHP BILLITON PETROLEUM PROPERTIES NA LP	04/07/2017	1447	341	17-12252	All of Section 34	56	T3S	REEVES	TX
LOWRY SMITH JR	BHP BILLITON PETROLEUM PROPERTIES NA LP	03/30/2017	1447	327	17-12251	All of Section 34	56	T3S	REEVES	TX
DONNA NELMS	BHP BILLITON PETROLEUM PROPERTIES NA LP	07/10/2017	1463	587	17-14408	All of Section 34	56	T3S	REEVES	TX
MELANIE COFFMAN	BHP BILLITON PETROLEUM PROPERTIES NA LP	07/31/2017	1475	732	17-15836	All of Section 34	56	T3S	REEVES	TX
ROBERT HENRY STOWELL	BHP BILLITON PETROLEUM PROPERTIES NA LP	12/15/2017	1538	778	18-01989	All of Section 34	56	T3S	REEVES	TX
WILLIAM C MAYALL	BHP BILLITON PETROLEUM PROPERTIES NA LP	03/01/2018	1568	448	18-05425	All of Section 34	56	T3S	REEVES	TX
NANCY L SAMPSON	BHP BILLITON PETROLEUM PROPERTIES NA LP	03/01/2018	1568	420	18-05423	All of Section 34	56	T3S	REEVES	TX
JOHN S MAYALL	BHP BILLITON PETROLEUM PROPERTIES NA LP	03/01/2018	1568	462	18-05426	All of Section 34	56	T3S	REEVES	TX
ELIZABETH PAPE	BHP BILLITON PETROLEUM PROPERTIES NA LP	03/01/2018	1568	434	18-05424	All of Section 34	56	T3S	REEVES	TX
WALLACE EUGENE FAGERSTEDT	BHP BILLITON PETROLEUM PROPERTIES NA LP	05/01/2018	1597	179	18-08854	All of Section 34	56	T3S	REEVES	TX
LANCE MARTIN FAGERSTEDT	BHP BILLITON PETROLEUM PROPERTIES NA LP	05/01/2018	1610	59	18-10293	All of Section 34	56	T3S	REEVES	TX
STATE OF TEXAS M-112484	ANGELLE & DONOHUE OIL & GAS PROPERTIES,	04/05/2011	879	416	3035	All of Section 38	57	T3S	REEVES	TX
THE GEORGE R BROWN PARTNERSHIP LP	LEGEND NATURAL GAS IV LP	06/29/2010	848	164	2422	ALL OF SECTION 44	56	T2S	REEVES	TX

LESSOR	LESSEE	LEASE DATE	VOL	PAGE	INSTRUMENT NO.	SECTION	BLOCK	TOWNSHIP	COUNTY	STATE
SHARON M DARCY	LEGEND NATURAL GAS IV LP	06/10/2010	850	204	2795	All of Section 22	56	T3S	REEVES	TX
M D ABEL CO	TRANSCENDENT OIL & GAS PROPERTIES LLC	05/27/2010	94	711	10-785	N/2 OF SECTION 2	55	T2S	LOVING	TX
ELSIE ANN GAYER TRUST	BOLD ENERGY II LLC	09/01/2010	96	478	10-1094	S/2 OF SECTION 2	55	T2S	LOVING	TX
FLOYD C DODSON JR GRANTOR TRUST ET AL	BOLD ENERGY II LLC	09/01/2010	96	469	10-1093	S/2 OF SECTION 2	55	T2S	LOVING	TX
BRENNAND LAZY H RANCH LTD	PETROHAWK PROPERTIES LP	02/15/2012	932	557	12-02282	All of Section 36	57	T2S	REEVES	TX
NANCY ADELE SAUSTAD TRUST	PETROHAWK PROPERTIES LP	06/05/2012	948	116	12-04814	All of Section 36	57	T2S	REEVES	TX
LOYD W POWELL JR CHILDRENS TRUST	PETROHAWK PROPERTIES LP	05/01/2012	943	31	12-04044	All of Section 36	57	T2S	REEVES	TX
PURSUIT ENERGY CORPORATION	PETROHAWK PROPERTIES LP	05/01/2012	943	45	12-04046	All of Section 36	57	T2S	REEVES	TX
ANDREWS ROYALTY LP	PETROHAWK PROPERTIES LP	05/01/2012	943	38	12-04045	All of Section 36	57	T2S	REEVES	TX
PATTI JO WOOD	PETROHAWK PROPERTIES LP	06/21/2012	956	10	12-05800	All of Section 36	57	T2S	REEVES	TX
ROBERTA REGAN TESTAMENTARY TRUST	PETROHAWK PROPERTIES LP	06/01/2012	945	494	12-04364	All of Section 36	57	T2S	REEVES	TX
HOWELL SMITH WYNNE	PETROHAWK PROPERTIES LP	05/01/2012	944	290	12-04239	All of Section 36	57	T2S	REEVES	TX
WILLIAM BARTON WAKEFIELD TESTAMENTARY TR	PETROHAWK PROPERTIES LP	06/21/2012	951	316	12-05288	All of Section 36	57	T2S	REEVES	TX
WESTWAY RANCHES LLC	BHP BILLITON PETROLEUM PROPERTIES NA LP	09/09/2013	1026	301	13-06997	All of Section 36	57	T2S	REEVES	TX
NANCY SMITH CHANDLER	BHP BILLITON PETROLEUM PROPERTIES NA LP	10/01/2013	1035	430	13-08266	All of Section 36	57	T2S	REEVES	TX
ARBGT LMB O&G TX LP	BHP BILLITON PETROLEUM PROPERTIES NA LP	11/01/2013	1047	432	14-00181	All of Section 36	57	T2S	REEVES	TX

LESSOR	LESSEE	LEASE DATE	VOL	PAGE	INSTRUMENT NO.	SECTION	BLOCK	TOWNSHIP	COUNTY	STATE
EPB O&G TX LP	BHP BILLITON PETROLEUM PROPERTIES NA LP	11/01/2013	1047	418	14-00179	All of Section 36	57	T2S	REEVES	TX
ARBGT RMB O&G TX LP	BHP BILLITON PETROLEUM PROPERTIES NA LP	11/01/2013	1047	439	14-00182	All of Section 36	57	T2S	REEVES	TX
SID W RICHARDSON FOUNDATION	BHP BILLITON PETROLEUM PROPERTIES NA LP	11/01/2013	1047	425	14-00180	All of Section 36	57	T2S	REEVES	TX
ARBGT SRB O&G TX LP	BHP BILLITON PETROLEUM PROPERTIES NA LP	11/01/2013	1047	446	14-00183	All of Section 36	57	T2S	REEVES	TX
PATTI JO WOOD TRUST UWO JOSIE FAY PECK	BHP BILLITON PETROLEUM PROPERTIES NA LP	01/13/2014	1056	741	14-01538	All of Section 36	57	T2S	REEVES	TX
WILLIAM EDWARD LASELL ET AL	PETROHAWK PROPERTIES LP	03/25/2013	1001	320	13-03311	E/2NW/4 OF SECTION 12	57	T2S	REEVES	TX
LOWE ROYALTY PARTNERS LP	PETROHAWK PROPERTIES LP	01/28/2013	1001	297	13-03308	E/2NW/4 AND W/2NE/4 OF SECTION 12	57	T2S	REEVES	TX
JULIA LUCINDA C RAMAN	PETROHAWK PROPERTIES LP	05/24/2013	1007	741	13-04427	E/2NW/4 AND W/2NE/4 OF SECTION 12	57	T2S	REEVES	TX
WALTER C CREMIN III	PETROHAWK PROPERTIES LP	05/24/2013	1010	361	13-04843	E/2NW/4 AND W/2NE/4 OF SECTION 12	57	T2S	REEVES	TX
MARIANNE C TAYLOR	PETROHAWK PROPERTIES LP	05/24/2013	1014	521	13-05322	E/2NW/4 AND W/2NE/4 OF SECTION 12	57	T2S	REEVES	TX
ESTATE OF ANN CREMIN FIALA	PETROHAWK PROPERTIES LP	06/12/2013	1014	528	13-05323	E/2NW/4 AND W/2NE/4 OF SECTION 12	57	T2S	REEVES	TX
STANLEY N STAPLES	PETROHAWK PROPERTIES LP	05/24/2013	1010	368	13-04844	EAST 80 ACRES OF THE NORTH 120 ACRES OF THE S/2 OF SECTION 12	57	T2S	REEVES	TX

LESSOR	LESSEE	LEASE DATE	VOL	PAGE	INSTRUMENT NO.	SECTION	BLOCK	TOWNSHIP	COUNTY	STATE
LAUREN LEAVELL PINKSTON	BHP BILLITON PETROLEUM PROPERTIES NA LP	07/18/2013	1025	436	13-06863	EAST 80 ACRES OF THE NORTH 120 ACRES OF THE S/2 OF SECTION 12	57	T2S	REEVES	TX
WILLIAM WYATT LEAVELL III	BHP BILLITON PETROLEUM PROPERTIES NA LP	07/18/2013	1025	426	13-06862	EAST 80 ACRES OF THE NORTH 120 ACRES OF THE S/2 OF SECTION 12	57	T2S	REEVES	TX
JENNIFER BLAKE BROMBERG	BHP BILLITON PETROLEUM PROPERTIES NA LP	07/18/2013	1025	446	13-06864	EAST 80 ACRES OF THE NORTH 120 ACRES OF THE S/2 OF SECTION 12	57	T2S	REEVES	TX
BLAKE OIL & GAS CORPORATION	BHP BILLITON PETROLEUM PROPERTIES NA LP	07/18/2013	1032	196	13-07868	EAST 80 ACRES OF THE NORTH 120 ACRES OF THE S/2 OF SECTION 12	57	T2S	REEVES	TX
ROBERT A SCHULER ET AL	BLAKE OIL & GAS CORPORATION	12/08/1986	474	168	344	EAST 80 ACRES OF THE NORTH 120 ACRES OF THE S/2 OF SECTION 12	57	T2S	REEVES	TX
VIOLET SCHULER	BLAKE OIL & GAS CORPORATION	10/10/1987	481	303	3062	EAST 80 ACRES OF THE NORTH 120 ACRES OF THE S/2 OF SECTION 12	57	T2S	REEVES	TX
ALTHA M FARWELL	BLAKE OIL & GAS CORPORATION	09/30/1988	489	362	2781	EAST 80 ACRES OF THE NORTH 120 ACRES OF THE S/2 OF SECTION 12	57	T2S	REEVES	TX
MARY C GEHLE	BLAKE OIL & GAS CORPORATION	09/30/1988	489	372	2782	EAST 80 ACRES OF THE NORTH 120 ACRES OF THE S/2 OF SECTION 12	57	T2S	REEVES	TX
RICHARD KIEL	BLAKE OIL & GAS CORPORATION	09/30/1988	489	382	2783	EAST 80 ACRES OF THE NORTH 120 ACRES OF THE S/2 OF SECTION 12	57	T2S	REEVES	TX

LESSOR	LESSEE	LEASE DATE	VOL	PAGE	INSTRUMENT NO.	SECTION	BLOCK	TOWNSHIP	COUNTY	STATE
DONALD H KIEL	BLAKE OIL & GAS CORPORATION	10/08/1986	489	392	2784	EAST 80 ACRES OF THE NORTH 120 ACRES OF THE S/2 OF SECTION 12	57	T2S	REEVES	TX
LOIS OESTRICH ET VIR	BLAKE OIL & GAS CORPORATION	09/30/1988	489	402	2785	EAST 80 ACRES OF THE NORTH 120 ACRES OF THE S/2 OF SECTION 12	57	T2S	REEVES	TX
LORNA JEAN RYBACHECK	BLAKE OIL & GAS CORPORATION	10/10/1988	489	412	2786	EAST 80 ACRES OF THE NORTH 120 ACRES OF THE S/2 OF SECTION 12	57	T2S	REEVES	TX
MILDRED MAX	BLAKE OIL & GAS CORPORATION	09/30/1988	489	422	2787	EAST 80 ACRES OF THE NORTH 120 ACRES OF THE S/2 OF SECTION 12	57	T2S	REEVES	TX
ALGO A NOVALLO	BLAKE OIL & GAS CORPORATION	09/30/1988	490	23	2939	EAST 80 ACRES OF THE NORTH 120 ACRES OF THE S/2 OF SECTION 12	57	T2S	REEVES	TX
SHIRLEY E CAMPBELL & FOR ST OF TX	BLAKE OIL & GAS CORPORATION	10/17/1988	490	33	2940	EAST 80 ACRES OF THE NORTH 120 ACRES OF THE S/2 OF SECTION 12	57	T2S	REEVES	TX
RICHARD GEHLE	BLAKE OIL & GAS CORPORATION	09/30/1988	490	43	2941	EAST 80 ACRES OF THE NORTH 120 ACRES OF THE S/2 OF SECTION 12	57	T2S	REEVES	TX
CAROL WAGNER ET VIR	BLAKE OIL & GAS CORPORATION	09/30/1988	491	448	208	EAST 80 ACRES OF THE NORTH 120 ACRES OF THE S/2 OF SECTION 12	57	T2S	REEVES	TX
ESTHER I WURM	BLAKE OIL & GAS CORPORATION	09/30/1988	491	459	209	EAST 80 ACRES OF THE NORTH 120 ACRES OF THE S/2 OF SECTION 12	57	T2S	REEVES	TX

LESSOR	LESSEE	LEASE DATE	VOL	PAGE	INSTRUMENT NO.	SECTION	BLOCK	TOWNSHIP	COUNTY	STATE
AGNES C BECKHAM ET AL	RICHARD C SLACK	05/25/1987	477	496	1621	40 ACRES AROUND THE GUY CALDWELL #3 WELL IN THE S/2 OF SECTION 24	57	T2S	REEVES	TX
ROY E KIMSEY JR	PETROHAWK PROPERTIES LP	06/18/2013	1008	54	13-04457	W/2 OF SECTION 46	56	T2S	REEVES	TX
TOM E JOHNSON LP	PETROHAWK PROPERTIES LP	06/18/2013	1009	738	13-04789	W/2 OF SECTION 46	56	T2S	REEVES	TX
GEORGE A THOMAS	PETROHAWK PROPERTIES LP	06/18/2013	1008	47	13-04456	W/2 OF SECTION 46	56	T2S	REEVES	TX
ROBERT M DAVENPORT	BHP BILLITON PETROLEUM PROPERTIES NA LP	10/08/2013	1037	176	13-08529	W/2 OF SECTION 46	56	T2S	REEVES	TX
CLIFFORD G GLASGOW	BHP BILLITON PETROLEUM PROPERTIES NA LP	09/10/2013	1026	322	13-07000	All of Section 42	57	T2S	REEVES	TX
SHARON U TERJESEN	BHP BILLITON PETROLEUM PROPERTIES NA LP	09/10/2013	1026	315	13-06999	All of Section 42	57	T2S	REEVES	TX
JAMES STEPHEN GLASGOW	BHP BILLITON PETROLEUM PROPERTIES NA LP	09/10/2013	1026	329	13-07001	All of Section 42	57	T2S	REEVES	TX
ARLISS GLASGOW TRAVIS	BHP BILLITON PETROLEUM PROPERTIES NA LP	09/10/2013	1026	308	13-06998	All of Section 42	57	T2S	REEVES	TX
JAMES H ZINCK	BHP BILLITON PETROLEUM PROPERTIES NA LP	08/19/2013	1025	344	13-06846	All of Section 42	57	T2S	REEVES	TX
TAS ROYALTY COMPANY ET AL	BHP BILLITON PETROLEUM PROPERTIES NA LP	08/12/2013	1022	340	13-06444	All of Section 42	57	T2S	REEVES	TX
SCOTT C STEVENSON	BHP BILLITON PETROLEUM PROPERTIES NA LP	08/20/2013	1025	470	13-06867	All of Section 42	57	T2S	REEVES	TX
WALKER COUNTY HOSPITAL CORPORATIO N	BHP BILLITON PETROLEUM PROPERTIES NA LP	08/12/2013	1025	386	13-06852	All of Section 42	57	T2S	REEVES	TX
STANLEY T BROUSSARD	BHP BILLITON PETROLEUM PROPERTIES NA LP	08/20/2013	1025	463	13-06866	All of Section 42	57	T2S	REEVES	TX

LESSOR	LESSEE	LEASE DATE	VOL	PAGE	INSTRUMENT NO.	SECTION	BLOCK	TOWNSHIP	COUNTY	STATE
LAWRENCE F A STEVENSON JR	BHP BILLITON PETROLEUM PROPERTIES NA LP	08/20/2013	1025	372	13-06850	All of Section 42	57	T2S	REEVES	TX
RANDOLPH & CO	BHP BILLITON PETROLEUM PROPERTIES NA LP	08/12/2013	1022	347	13-06445	All of Section 42	57	T2S	REEVES	TX
WAYNE CHARLES TOMASEK	BHP BILLITON PETROLEUM PROPERTIES NA LP	08/12/2013	1025	379	13-06851	All of Section 42	57	T2S	REEVES	TX
STEPHEN H REGNIER	BHP BILLITON PETROLEUM PROPERTIES NA LP	08/12/2013	1025	365	13-06849	All of Section 42	57	T2S	REEVES	TX
PIERCE MINERAL LLLP	BHP BILLITON PETROLEUM PROPERTIES NA LP	08/12/2013	1022	354	13-06446	All of Section 42	57	T2S	REEVES	TX
PAUL P REGNIER JR	BHP BILLITON PETROLEUM PROPERTIES NA LP	08/12/2013	1025	358	13-06848	All of Section 42	57	T2S	REEVES	TX
CUSSETA BALL BOULON	BHP BILLITON PETROLEUM PROPERTIES NA LP	08/20/2013	1025	351	13-06847	All of Section 42	57	T2S	REEVES	TX
BARTEL LIVING TRUST	BHP BILLITON PETROLEUM PROPERTIES NA LP	09/10/2013	1027	777	13-07248	All of Section 42	57	T2S	REEVES	TX
LOUISE GLASGOW CHEATHAM	BHP BILLITON PETROLEUM PROPERTIES NA LP	09/10/2013	1026	617	13-07053	All of Section 42	57	T2S	REEVES	TX
SANDRA A TOMASEK IRREV DECEDENTS B TRUST	BHP BILLITON PETROLEUM PROPERTIES NA LP	08/20/2013	1025	456	13-06865	All of Section 42	57	T2S	REEVES	TX
HELEN VIRGINIA BELEW BRYANT ET VIR	BHP BILLITON PETROLEUM PROPERTIES NA LP	09/10/2013	1026	624	13-07054	All of Section 42	57	T2S	REEVES	TX
THOMAS H BALL III	BHP BILLITON PETROLEUM PROPERTIES NA LP	10/02/2013	1029	504	13-07475	All of Section 42	57	T2S	REEVES	TX
METHODIST CHILDRENS HOME	BHP BILLITON PETROLEUM PROPERTIES NA LP	11/02/2013	1039	794	13-08905	All of Section 42	57	T2S	REEVES	TX

LESSOR	LESSEE	LEASE DATE	VOL	PAGE	INSTRUMENT NO.	SECTION	BLOCK	TOWNSHIP	COUNTY	STATE
GERALD B BROUSSARD	BHP BILLITON PETROLEUM PROPERTIES NA LP	12/04/2013	1047	467	14-00186	All of Section 42	57	T2S	REEVES	TX
CMC/SC BECKHAM HOLDINGS LP ET AL	PETROHAWK PROPERTIES LP	06/27/2013	1025	124	13-06805	S/2 SECTION 24 LESS 40 ACRE TRACT	57	T2S	REEVES	TX
JOHN D CAMP	BHP BILLITON PETROLEUM PROPERTIES NA LP	08/21/2013	1026	519	13-07038	E/2 OF SECTION 46	56	T2S	REEVES	TX
THE GRETCHEN C NORTHRUP FOUNDATION	STEPHEN C COLE	08/14/2013	1023	763	13-06622	ALL OF SECTION 34 SAVE AND EXCEPT THE NE/4NE/4	56	T2S	REEVES	TX
TRINITY UNIVERSITY	STEPHEN C COLE	08/14/2013	1023	751	13-06621	ALL OF SECTION 34 SAVE AND EXCEPT THE NE/4NE/4	56	T2S	REEVES	TX
SUNSHINE COTTAGE SCHOOL FOR DEAF CHILDREN	STEPHEN C COLE	08/14/2013	1023	775	13-06623	ALL OF SECTION 34 SAVE AND EXCEPT THE NE/4NE/4	56	T2S	REEVES	TX
METT OIL AND GAS LP	BHP BILLITON PETROLEUM PROPERTIES NA LP	01/23/2014	1056	756	14-01540	SW/4 Section 44	57	T2S	REEVES	TX
PLACER LTD	BHP BILLITON PETROLEUM PROPERTIES NA LP	01/23/2014	1056	749	14-01539	SW/4 Section 44	57	T2S	REEVES	TX
BRENNAND LAZY H RANCH LTD	BHP BILLITON PETROLEUM PROPERTIES NA LP	03/01/2014	881	141	14-03025	E/2 Section 44	57	T2S	REEVES	TX
REDLANDS ROYALTY COMPANY LLC	BHP BILLITON PETROLEUM PROPERTIES NA LP	03/17/2014	1073	581	14-03976	E/2 Section 44	57	T2S	REEVES	TX
SELF CHILDRENS MANAGEMENT TRUST	BHP BILLITON PETROLEUM PROPERTIES NA LP	06/11/2014	1092	314	14-06696	E/2 Section 44	57	T2S	REEVES	TX
HENKE PETROLEUM CORPORATION	BHP BILLITON PETROLEUM PROPERTIES NA LP	06/11/2014	1151	443	14-07907	E/2 Section 44	57	T2S	REEVES	TX

LESSOR	LESSEE	LEASE DATE	VOL	PAGE	INSTRUMENT NO.	SECTION	BLOCK	TOWNSHIP	COUNTY	STATE
THE FITZGERALD FIRST RESTATED TRUST UTA	BHP BILLITON PETROLEUM PROPERTIES NA LP	03/27/2015	1161	299	15-03771	E/2 Section 44	57	T2S	REEVES	TX
MARGARET S SHOCKLEY TRUST	BHP BILLITON PETROLEUM PROPERTIES NA LP	04/27/2016	1284	398	16-07847	E/2 Section 44	57	T2S	REEVES	TX
JO ANN SHAW BARBER TRUST	BHP BILLITON PETROLEUM PROPERTIES NA LP	08/05/2016	1333	414	16-14490	E/2 Section 44	57	T2S	REEVES	TX
THE STATE OF TEXAS M-112986	T VERNE DWYER	07/19/2011	901	385	6712	NW/4 Section 44	57	T2S	REEVES	TX
TUNSTILL OIL & LAND TRUST	MTBB ACQUISITION COMPANY LLC	03/10/1999	604	595	1070	E/2NE/4, W/2NW/4 AND WEST 40 ACRES OF THE NORTH 120 ACRES OF THE S/2 OF SECTION 12	57	T2S	REEVES	TX
MCGARY FAMILY TRUST - KELLY SEPARATE	MARSHALL ENERGY LLC	07/30/2014	1094	483	14-06998	ALL OF SECTION 34	56	T2S	REEVES	TX
MCGARY LIVING TRUST - SPH	MARSHALL ENERGY LLC	07/30/2014	1094	494	14-06999	ALL OF SECTION 34	56	T2S	REEVES	TX
MARY JANE MCGARY	MARSHALL ENERGY LLC	07/30/2014	1094	472	14-06997	ALL OF SECTION 34	56	T2S	REEVES	TX
THE STATE OF TEXAS NO 88364	PREWIT MINERALS	10/05/1982	427	331	4510	SOUTH 200 ACRES OF SECTION 12	57	T2S	REEVES	TX
TRINITY UNIVERSITY ATTN: BUSINESS OFFICE	MARSHALL ENERGY LLC	09/04/2014	1111	207	14-09417	NE/4NE/4 OF SECTION 34	56	T2S	REEVES	TX
GRETCHEN C NORTHRUP FOUNDATION	MARSHALL ENERGY LLC	09/04/2014	1111	221	14-09418	NE/4NE/4 OF SECTION 34	56	T2S	REEVES	TX
SUNSHINE COTTAGE SCHOOL FOR DEAF CHILDREN	BHP BILLITON PETROLEUM PROPERTIES NA LP	09/02/2015	1218	663	15-11639	NE/4NE/4 OF SECTION 34	56	T2S	REEVES	TX
GEORGE C FRASER ET AL	CONTINENTAL OIL COMPANY	07/28/1950	8	576	620	NW/4 SECTION 11	55	T2S	LOVING	TX
GUY CALDWELL ET UX	PHILLIPS PETROLEUM COMPANY	10/15/1970	301	110	556	N/2 OF SECTION 24	57	T2S	REEVES	TX

LESSOR	LESSEE	LEASE DATE	VOL	PAGE	INSTRUMENT NO.	SECTION	BLOCK	TOWNSHIP	COUNTY	STATE
CHEVRON MIDCONTINENT LP	BHP BILLITON PETROLEUM PROPERTIES NA LP	07/01/2015	1183	484	15-06542	S/2 Section 24	56	T3S	REEVES	TX
WILLIAM L WILKINSON	BHP BILLITON PETROLEUM PROPERTIES NA LP	09/09/2016	1333	428	16-14491	S/2 SECTION 24 LESS 40 ACRE TRACT	57	T2S	REEVES	TX

Exhibit A-2

Joint Operating Agreements

1) Joint Operating Agreement dated February 1, 2017, by and between BHP Billiton Petroleum (TXLA Operating) Company, as Operator, and BHP Billiton Petroleum Properties (N.A.), LP, et al, as Non-Operators, covering 321.27 acres of land, more or less, being all of the East-Half (E2) of Section 44, Block 57, Township 2, T&P RR Co. Survey, Reeves County, Texas, as evidenced by that certain Memorandum of Operating Agreement and Financing Statement filed of record as Instrument Number 17-19250, Official Public Records of Reeves County, Texas.

2) Joint Operating Agreement dated October 1, 2017, by and between BHP Billiton Petroleum (TXLA Operating) Company, as Operator, and BHP Billiton Petroleum Properties (N.A.), LP, et al, as Non-Operators, covering all of Section 34, Block 56, Township 3, T&P RR Co. Survey, Reeves County, Texas, as evidenced by that certain Memorandum of Operating Agreement and Financing Statement filed of record as Instrument Number 18-10519, Official Public Records of Reeves County, Texas.

Exhibit B-1**Retained Wells**

API No.	Well Name	Well No.	Section	Block	County	State
42-301-31895	State Protection 55-T2-2	2H	2	55-T2	Loving	TX
42-301-32064	State Protection 55-T2-2	3H	2	55-T2	Loving	TX
42-301-32644	State Protector 55-T2-2X11 PSA	1H	2 & 11	55-T2	Loving	TX
42-389-38813	State Sky Hook 57-T2-24	X101H	24	57-T2	Reeves	TX
42-389-38802	State Sky Hook 57-T2-24	W101H	24	57-T2	Reeves	TX
42-389-38805	State Sky Hook 57-T2-24	W103H (AKA W102H)	24	57-T2	Reeves	TX
42-389-36681	State Sky Hook 57-T2-24	W107H	24	57-T2	Reeves	TX
42-389-36675	State Sky Hook 57-T2-24	W108H	24	57-T2	Reeves	TX
42-389-38806	State Sky Hook 57-T2-24	W112H (AKA W110H)	24	57-T2	Reeves	TX
42-389-38808	State Sky Hook 57-T2-24	W114H	24	57-T2	Reeves	TX
42-389-38810	State Sky Hook 57-T2-24	W115H	24	57-T2	Reeves	TX
42-389-38814	State Sky Hook 57-T2-24	W201H	24	57-T2	Reeves	TX
42-389-38812	State Sky Hook 57-T2-24	W203H (AKA W101H)	24	57-T2	Reeves	TX
42-389-34329	State Roberta Regan 57-T2-36	1H	36	57-T2	Reeves	TX
42-389-35270	State Trinity 56-T2-34	1H	34	56-T2	Reeves	TX
42-389-35885	State Trinity 56-T2-34	W105H	34	56-T2	Reeves	TX
42-389-35978	State Trinity 56-T2-34	W106H	34	56-T2	Reeves	TX
42-389-35995	State Trinity 56-T2-34	W107H	34	56-T2	Reeves	TX
42-389-34663	State James 57-T2-42	1H	42	57-T2	Reeves	TX
42-389-35097	State Placer 57-T2-44	1H	44 (W2)	57-T2	Reeves	TX
42-389-38088	State Placer 57-T2-44	W102H	44 (W2)	57-T2	Reeves	TX
42-389-35706	State Lazy Acre 57-T2-44	W101H	44 (E2)	57-T2	Reeves	TX
42-389-34359	Brown State 56-T2-44	1H	44	56-T2	Reeves	TX
42-389-34571	State Roy Kimsey 56-T2-46	1H	46	56-T2	Reeves	TX
42-389-35980	State Roy Kimsey 56-T2-46	W102H	46	56-T2	Reeves	TX
42-389-37986	State Roy Kimsey 56-T2-46	W103H	46	56-T2	Reeves	TX
42-389-37984	State Roy Kimsey 56-T2-46	W104H	46	56-T2	Reeves	TX
42-389-33542	Hooton et al State 57-T3-22	1H	22	57-T3	Reeves	TX
42-389-34610	Darcy State 56-T3-22	1H	22	56-T3	Reeves	TX
42-389-38368	State Hedblom 56-T3-24	W101H	24	56-T3	Reeves	TX
42-389-38369	State Hedblom 56-T3-24	W102H	24	56-T3	Reeves	TX
42-389-36738	State Hedblom 56-T3-24	W108H	24	56-T3	Reeves	TX
42-389-38370	State Hedblom 56-T3-24	W115H	24	56-T3	Reeves	TX

API No.	Well Name	Well No.	Section	Block	County	State
42-389-39429	State Hedblom 56-T3-24	W208H	24	56-T3	Reeves	TX
42-389-34953	State Pride 57-T3-38	1H	38	57-T3	Reeves	TX
42-389-38516	State Pride 57-T3-38	W207H	38	57-T3	Reeves	TX
42-389-36547	State Perryman 56-T3-34	W108H	34	56-T3	Reeves	TX
42-389-34787	State LRP 57-T2-12	1H	12	57-T2	Reeves	TX
42-389-36140	State LRP 57-T2-12	W103H	12	57-T2	Reeves	TX
42-389-36151	State LRP 57-T2-12	W104H	12	57-T2	Reeves	TX
42-389-36141	State LRP 57-T2-12	W105H	12	57-T2	Reeves	TX

Exhibit B-2**Proration Units**

API No.	Well Name	Well No.	Section	Block	County	State	Prorated Acres
42-301-31895	STATE PROTECTION 55-T2-2	2H	2	55-T2	Loving	TX	540
42-301-32064	STATE PROTECTION 55-T2-2	3H	2	55-T2	Loving	TX	325.44
42-301-32644	STATE PROTECTOR 55-T2-2X11 PSA	1H	2 & 11	55-T2	Loving	TX	487.94
42-389-36681	STATE SKY HOOK 57-T2-24	W107H	24	57-T2	Reeves	TX	161.225
42-389-36675	STATE SKY HOOK 57-T2-24	W108H	24	57-T2	Reeves	TX	161.225
42-389-38810	STATE SKY HOOK 57-T2-24	W115H	24	57-T2	Reeves	TX	161.225
42-389-38814	STATE SKY HOOK 57-T2-24	W201H	24	57-T2	Reeves	TX	161.225
42-389-34329	STATE ROBERTA REGAN 57-T2-36	1H	36	57-T2	Reeves	TX	642.86
42-389-35270	STATE TRINITY 56-T2-34	1H	34	56-T2	Reeves	TX	159.28
42-389-35885	STATE TRINITY 56-T2-34	W105H	34	56-T2	Reeves	TX	159.82
42-389-35978	STATE TRINITY 56-T2-34	W106H	34	56-T2	Reeves	TX	159.82
42-389-35995	STATE TRINITY 56-T2-34	W107H	34	56-T2	Reeves	TX	159.82
42-389-34663	STATE JAMES 57-T2-42	1H	42	57-T2	Reeves	TX	639.93
42-389-35097	STATE PLACER 57-T2-44	1H	44 (W2)	57-T2	Reeves	TX	160.64
42-389-38088	STATE PLACER 57-T2-44	W102H	44 (W2)	57-T2	Reeves	TX	160.64
42-389-35706	STATE LAZY ACRE 57-T2-44	W101H	44 (E2)	57-T2	Reeves	TX	321.27
42-389-34359	BROWN STATE 56-T2-44	1H	44	56-T2	Reeves	TX	643.37
42-389-34571	STATE ROY KIMSEY 56-T2-46	1H	46	56-T2	Reeves	TX	160.47
42-389-35980	STATE ROY KIMSEY 56-T2-46	W102H	46	56-T2	Reeves	TX	160.47
42-389-37986	STATE ROY KIMSEY 56-T2-46	W103H	46	56-T2	Reeves	TX	160.47

API No.	Well Name	Well No.	Section	Block	County	State	Prorated Acres
42-389-37984	STATE ROY KIMSEY 56-T2-46	W104H	46	56-T2	Reeves	TX	160.47
42-389-33542	HOOTON ET AL STATE 57-T3-22	1H	22	57-T3	Reeves	TX	636.68
42-389-34610	DARCY STATE 56-T3-22	1H	22	56-T3	Reeves	TX	640.82
42-389-38368	STATE HEDBLOM 56-T3-24	W101H	24	56-T3	Reeves	TX	127.826
42-389-38369	STATE HEDBLOM 56-T3-24	W102H	24	56-T3	Reeves	TX	127.826
42-389-36738	STATE HEDBLOM 56-T3-24	W108H	24	56-T3	Reeves	TX	127.826
42-389-38370	STATE HEDBLOM 56-T3-24	W115H	24	56-T3	Reeves	TX	127.826
42-389-39429	STATE HEDBLOM 56-T3-24	W208H	24	56-T3	Reeves	TX	127.826
42-389-34953	STATE PRIDE 57-T3-38	1H	38	57-T3	Reeves	TX	322.08
42-389-38516	STATE PRIDE 57-T3-38	W207H	38	57-T3	Reeves	TX	322.08
42-389-36547	STATE PERRYMAN 56-T3-34	W108H	34	56-T3	Reeves	TX	638.91
42-389-34787	STATE LRP 57-T2-12	1H	12	57-T2	Reeves	TX	160.715
42-389-36140	STATE LRP 57-T2-12	W103H	12	57-T2	Reeves	TX	214.86
42-389-36151	STATE LRP 57-T2-12	W104H	12	57-T2	Reeves	TX	214
42-389-36141	STATE LRP 57-T2-12	W105H	12	57-T2	Reeves	TX	160.715

Exhibit B-3**BSF Override Leases**

LESSOR	LESSEE	LEASE DATE	VOL	PAGE	SEC	BLK	TSP	COUNTY	STATE	ASSIGNOR OVERRIDE LEASE FORMATION
WILLIAM EDWARD LASELL ET AL	PETROHAWK PROPERTIES LP	03/25/2013	1001	320	E/2NW/4 OF SECTION 12	57	T2S	REEVES	TX	BONE SPRING FORMATION
LOWE ROYALTY PARTNERS LP	PETROHAWK PROPERTIES LP	01/28/2013	1001	297	E/2NW/4 AND W/2NE/4 OF SECTION 12	57	T2S	REEVES	TX	BONE SPRING FORMATION
JULIA LUCINDA C RAMAN	PETROHAWK PROPERTIES LP	05/24/2013	1007	741	E/2NW/4 AND W/2NE/4 OF SECTION 12	57	T2S	REEVES	TX	BONE SPRING FORMATION
WALTER C CREMIN III	PETROHAWK PROPERTIES LP	05/24/2013	1010	361	E/2NW/4 AND W/2NE/4 OF SECTION 12	57	T2S	REEVES	TX	BONE SPRING FORMATION
MARIANNE C TAYLOR	PETROHAWK PROPERTIES LP	05/24/2013	1014	521	E/2NW/4 AND W/2NE/4 OF SECTION 12	57	T2S	REEVES	TX	BONE SPRING FORMATION
ESTATE OF ANN CREMIN FIALA	PETROHAWK PROPERTIES LP	06/12/2013	1014	528	E/2NW/4 AND W/2NE/4 OF SECTION 12	57	T2S	REEVES	TX	BONE SPRING FORMATION
STANLEY N STAPLES	PETROHAWK PROPERTIES LP	05/24/2013	1010	368	EAST 80 ACRES OF THE NORTH 120 ACRES OF THE S/2 OF SECTION 12	57	T2S	REEVES	TX	BONE SPRING FORMATION
LAUREN LEAVELL PINKSTON	BHP BILLITON PETROLEUM PROPERTIES NA LP	07/18/2013	1025	436	EAST 80 ACRES OF THE NORTH 120 ACRES OF THE S/2 OF SECTION 12	57	T2S	REEVES	TX	BONE SPRING FORMATION
WILLIAM WYATT LEAVELL III	BHP BILLITON PETROLEUM PROPERTIES NA LP	07/18/2013	1025	426	EAST 80 ACRES OF THE NORTH 120 ACRES OF THE S/2 OF SECTION 12	57	T2S	REEVES	TX	BONE SPRING FORMATION

LESSOR	LESSEE	LEASE DATE	VOL	PAGE	SEC	BLK	TSP	COUNTY	STATE	ASSIGNOR OVERRIDE LEASE FORMATION
JENNIFER BLAKE BROMBERG	BHP BILLITON PETROLEUM PROPERTIES NA LP	07/18/2013	1025	446	EAST 80 ACRES OF THE NORTH 120 ACRES OF THE S/2 OF SECTION 12	57	T2S	REEVES	TX	BONE SPRING FORMATION
BLAKE OIL & GAS CORPORATION	BHP BILLITON PETROLEUM PROPERTIES NA LP	07/18/2013	1032	196	EAST 80 ACRES OF THE NORTH 120 ACRES OF THE S/2 OF SECTION 12	57	T2S	REEVES	TX	BONE SPRING FORMATION
ROBERT A SCHULER ET AL	BLAKE OIL & GAS CORPORATION	12/08/1986	474	168	EAST 80 ACRES OF THE NORTH 120 ACRES OF THE S/2 OF SECTION 12	57	T2S	REEVES	TX	BONE SPRING FORMATION
VIOLET SCHULER	BLAKE OIL & GAS CORPORATION	10/10/1987	481	303	EAST 80 ACRES OF THE NORTH 120 ACRES OF THE S/2 OF SECTION 12	57	T2S	REEVES	TX	BONE SPRING FORMATION
ALTHA M FARWELL	BLAKE OIL & GAS CORPORATION	09/30/1988	489	362	EAST 80 ACRES OF THE NORTH 120 ACRES OF THE S/2 OF SECTION 12	57	T2S	REEVES	TX	BONE SPRING FORMATION
MARY C GEHLE	BLAKE OIL & GAS CORPORATION	09/30/1988	489	372	EAST 80 ACRES OF THE NORTH 120 ACRES OF THE S/2 OF SECTION 12	57	T2S	REEVES	TX	BONE SPRING FORMATION
RICHARD KIEL	BLAKE OIL & GAS CORPORATION	09/30/1988	489	382	EAST 80 ACRES OF THE NORTH 120 ACRES OF THE S/2 OF SECTION 12	57	T2S	REEVES	TX	BONE SPRING FORMATION

LESSOR	LESSEE	LEASE DATE	VOL	PAGE	SEC	BLK	TSP	COUNTY	STATE	ASSIGNOR OVERRIDE LEASE FORMATION
DONALD H KIEL	BLAKE OIL & GAS CORPORATION	10/08/1986	489	392	EAST 80 ACRES OF THE NORTH 120 ACRES OF THE S/2 OF SECTION 12	57	T2S	REEVES	TX	BONE SPRING FORMATION
LOIS OESTRICH ET VIR	BLAKE OIL & GAS CORPORATION	09/30/1988	489	402	EAST 80 ACRES OF THE NORTH 120 ACRES OF THE S/2 OF SECTION 12	57	T2S	REEVES	TX	BONE SPRING FORMATION
LORNA JEAN RYBACHECK	BLAKE OIL & GAS CORPORATION	10/10/1988	489	412	EAST 80 ACRES OF THE NORTH 120 ACRES OF THE S/2 OF SECTION 12	57	T2S	REEVES	TX	BONE SPRING FORMATION
MILDRED MAX	BLAKE OIL & GAS CORPORATION	09/30/1988	489	422	EAST 80 ACRES OF THE NORTH 120 ACRES OF THE S/2 OF SECTION 12	57	T2S	REEVES	TX	BONE SPRING FORMATION
ALGO A NOVALLO	BLAKE OIL & GAS CORPORATION	09/30/1988	490	23	EAST 80 ACRES OF THE NORTH 120 ACRES OF THE S/2 OF SECTION 12	57	T2S	REEVES	TX	BONE SPRING FORMATION
SHIRLEY E CAMPBELL & FOR ST OF TX	BLAKE OIL & GAS CORPORATION	10/17/1988	490	33	EAST 80 ACRES OF THE NORTH 120 ACRES OF THE S/2 OF SECTION 12	57	T2S	REEVES	TX	BONE SPRING FORMATION
RICHARD GEHLE	BLAKE OIL & GAS CORPORATION	09/30/1988	490	43	EAST 80 ACRES OF THE NORTH 120 ACRES OF THE S/2 OF SECTION 12	57	T2S	REEVES	TX	BONE SPRING FORMATION

LESSOR	LESSEE	LEASE DATE	VOL	PAGE	SEC	BLK	TSP	COUNTY	STATE	ASSIGNOR OVERRIDE LEASE FORMATION
CAROL WAGNER ET VIR	BLAKE OIL & GAS CORPORATION	09/30/1988	491	448	EAST 80 ACRES OF THE NORTH 120 ACRES OF THE S/2 OF SECTION 12	57	T2S	REEVES	TX	BONE SPRING FORMATION
ESTHER I WURM	BLAKE OIL & GAS CORPORATION	09/30/1988	491	459	EAST 80 ACRES OF THE NORTH 120 ACRES OF THE S/2 OF SECTION 12	57	T2S	REEVES	TX	BONE SPRING FORMATION
TUNSTILL OIL & LAND TRUST	MTBB ACQUISITION COMPANY LLC	03/10/1999	604	595	E/2NE/4, W/2NW/4 AND WEST 40 ACRES OF THE NORTH 120 ACRES OF THE S/2 OF SECTION 12	57	T2S	REEVES	TX	BONE SPRING FORMATION
THE STATE OF TEXAS NO 88364	PREWIT MINERALS	10/05/1982	427	331	SOUTH 200 ACRES OF SECTION 12	57	T2S	REEVES	TX	BONE SPRING FORMATION
GUY CALDWELL ET UX	PHILLIPS PETROLEUM COMPANY	10/15/1970	301	110	N/2 OF SECTION 24	57	T2S	REEVES	TX	BONE SPRING FORMATION
AGNES C BECKHAM ET AL	RICHARD C SLACK	05/25/1987	477	496	40 ACRES AROUND THE GUY CALDWELL #3 WELL IN THE S/2 OF SECTION 24	57	T2S	REEVES	TX	BONE SPRING FORMATION
CMC/SC BECKHAM HOLDINGS LP ET AL	PETROHAWK PROPERTIES LP	06/27/2013	1025	124	S/2 SECTION 24 LESS 40 ACRE TRACT	57	T2S	REEVES	TX	BONE SPRING FORMATION
WILLIAM L WILKINSON	BHP BILLITON PETROLEUM PROPERTIES NA LP	09/09/2016	1333	428	S/2 SECTION 24 LESS 40 ACRE TRACT	57	T2S	REEVES	TX	BONE SPRING FORMATION
BRENNAND LAZY H RANCH LTD	PETROHAWK PROPERTIES LP	02/15/2012	932	557	All of Section 36	57	T2S	REEVES	TX	BONE SPRING FORMATION
NANCY ADELE SAUSTAD TRUST	PETROHAWK PROPERTIES LP	06/05/2012	948	116	All of Section 36	57	T2S	REEVES	TX	BONE SPRING FORMATION

LESSOR	LESSEE	LEASE DATE	VOL	PAGE	SEC	BLK	TSP	COUNTY	STATE	ASSIGNOR OVERRIDE LEASE FORMATION
LOYD W POWELL JR CHILDRENS TRUST	PETROHAWK PROPERTIES LP	05/01/2012	943	31	All of Section 36	57	T2S	REEVES	TX	BONE SPRING FORMATION
PURSUIT ENERGY CORPORATION	PETROHAWK PROPERTIES LP	05/01/2012	943	45	All of Section 36	57	T2S	REEVES	TX	BONE SPRING FORMATION
ANDREWS ROYALTY LP	PETROHAWK PROPERTIES LP	05/01/2012	943	38	All of Section 36	57	T2S	REEVES	TX	BONE SPRING FORMATION
PATTI JO WOOD	PETROHAWK PROPERTIES LP	06/21/2012	956	10	All of Section 36	57	T2S	REEVES	TX	BONE SPRING FORMATION
ROBERTA REGAN TESTAMENTARY TRUST	PETROHAWK PROPERTIES LP	06/01/2012	945	494	All of Section 36	57	T2S	REEVES	TX	BONE SPRING FORMATION
HOWELL SMITH WYNNE	PETROHAWK PROPERTIES LP	05/01/2012	944	290	All of Section 36	57	T2S	REEVES	TX	BONE SPRING FORMATION
WILLIAM BARTON WAKEFIELD TESTAMENTARY TR	PETROHAWK PROPERTIES LP	06/21/2012	951	316	All of Section 36	57	T2S	REEVES	TX	BONE SPRING FORMATION
WESTWAY RANCHES LLC	BHP BILLITON PETROLEUM PROPERTIES NA LP	09/09/2013	1026	301	All of Section 36	57	T2S	REEVES	TX	BONE SPRING FORMATION
NANCY SMITH CHANDLER	BHP BILLITON PETROLEUM PROPERTIES NA LP	10/01/2013	1035	430	All of Section 36	57	T2S	REEVES	TX	BONE SPRING FORMATION
ARBGT LMB O&G TX LP	BHP BILLITON PETROLEUM PROPERTIES NA LP	11/01/2013	1047	432	All of Section 36	57	T2S	REEVES	TX	BONE SPRING FORMATION
EPB O&G TX LP	BHP BILLITON PETROLEUM PROPERTIES NA LP	11/01/2013	1047	418	All of Section 36	57	T2S	REEVES	TX	BONE SPRING FORMATION

LESSOR	LESSEE	LEASE DATE	VOL	PAGE	SEC	BLK	TSP	COUNTY	STATE	ASSIGNOR OVERRIDE LEASE FORMATION
ARBGT RMB O&G TX LP	BHP BILLITON PETROLEUM PROPERTIES NA LP	11/01/2013	1047	439	All of Section 36	57	T2S	REEVES	TX	BONE SPRING FORMATION
SID W RICHARDSON FOUNDATION	BHP BILLITON PETROLEUM PROPERTIES NA LP	11/01/2013	1047	425	All of Section 36	57	T2S	REEVES	TX	BONE SPRING FORMATION
ARBGT SRB O&G TX LP	BHP BILLITON PETROLEUM PROPERTIES NA LP	11/01/2013	1047	446	All of Section 36	57	T2S	REEVES	TX	BONE SPRING FORMATION
PATTI JO WOOD TRUST UWO JOSIE FAY PECK	BHP BILLITON PETROLEUM PROPERTIES NA LP	01/13/2014	1056	741	All of Section 36	57	T2S	REEVES	TX	BONE SPRING FORMATION

Reeves County
Evangelina N. Abila
Reeves County Clerk

Instrument Number: 2023000018

eRecording - Real Property

ASSIGNMENT

Recorded On: January 03, 2023 11:27 AM

Number of Pages: 36

" Examined and Charged as Follows: "

Total Recording: \$162.00

***** 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: 2023000018
Receipt Number: 20230103000007
Recorded Date/Time: January 03, 2023 11:27 AM
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.

Evangelina N. Abila
Reeves County Clerk
Reeves County, TX

Evangelina N. Abila

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File No. MF116326

County

Assignment BPX to Andarko

Date Filed: 11/20/23

Commissioner Dawn Buckingham, M.D.

By: CRB