

MF116797

Lease Type
RALControl
07-109489Basefile
106922County
REEVES

Survey

T & P Ry Co

Block

57

Block Name

Township

3-S

Section/Tract

44

Land Part

all

Acres

Net: 8.124000 Gross: 640.000000

Depth Below

Depth Above Depth Other

Name

THE BELLOMY GROUP, LLC

Lease Date

6/9/2014

Primary Term

3 years

Bonus

\$12,186.00

Lease Royalty

0.12500000

Paid Up

Yes

EXPIRED

DATE 6/9/17LEASING TM 11/29/17MAPS ~~MC~~GIS MCLeasing: Maps: GIS: MC

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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Contents of Mineral File Number: 116797

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|--------------------|---------|
| 1 RAL Review Sheet | 6/18/14 |
| 2 Lease | 7/15/14 |
| 3 Consideration | 7/15/14 |
| 4 Final Letter | 9/30/14 |

Scanned sm 11/14/14

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|--|---------|
| 5 Pt Ass'n #9357 Bellomy
to Pivotal | 5-16-15 |
|--|---------|

- Assign ID #9637
6. From Bellomy to Arkoma 8/10/16

Scanned PJ 9-13-16

7. Assign ID #9806

From Arkoma To Bellomy 9/20/16

Scanned PJ 11-3-16

8. E-Mail From BHP 1/12/17

Scanned PJ 2-13-2017

- 9 Cert xc Assign ID 9637 (4-20-17)

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LEASE EXPIRED 6/9/17

Scanned PJ 1-12-2018

RAL REVIEW SHEET

Working File #: RAL146453

MF:

Lessor: YAKKA II, LLC

Lease Date: 06/09/2014

UI: Yes

Lessee: The Bellomy Group, LLC

Gross Acres: 640.00

Net Acres: 8.12

LEASE DESCRIPTION

County	Control #	Base File No	Part	Sec	Block	Twp	Survey	Abst No
Reeves	[REDACTED]	106922	all	44	57	3-S	T & P Ry Co	3036

TERMS OFFERED

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

TERMS RECOMMENDED

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

COMPARISONS

Lease No	Lessee	Lease Date	Primary Term	Bonus/Acre	Rental/Acre		Royalty	Distance
Pending	Anadarko E&P Company	03/04/2014	3 yr	\$2,500.00	\$0.00	0.00	0.250000	2.000000 North

Comments:

Paid Up

Approved:

DR 6.18.14

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: The Bellomy Group, LLC

County: Reeves

Prim. Term: 3 Years

Bonus/Acre: \$3,000.00

Royalty: 0.25000000

Rental/Acre 2nd Yr: \$0.00

3rd Yr: \$0.00

4th Yr: \$0.00

5th Yr: \$0.00

Consideration

Recommended: RJA

Date: 7/25/14

Not Recommended: _____

Comments: Paid Up

☒ Lease Form

Recommended: RJA

Date: 7/25/14

Not Recommended: _____

Comments: _____

Louis Renaud, Deputy Commissioner

Recommended: CLR

Date: 7.25.14

Not Recommended: _____

Bill Warnick, General Counsel

Recommended: WWD

Date: 7/30/14

Not Recommended: _____

Larry Laine, Chief Clerk

Approved: [Signature]

Date: 7/29/14

Not Approved: _____

Jerry Patterson, Commissioner

Approved: [Signature]

Date: 7/30/14

Not Approved: _____

File No. 116797

~~WATKINS~~ RAL Review Sheet

Date Filed: 6/18/14

Jerry E. Patterson, Commissioner

By Glt

MF116797

General Land Office
Relinquishment Act Lease Form
Revised, September 1997

14-05340
FILED FOR RECORD
REEVES COUNTY, TEXAS
Jun 12, 2014 at 02:22:00 PM

The State of Texas



Austin, Texas

OIL AND GAS LEASE

THIS AGREEMENT is made and entered into this 9th day of June, 2014, between the State of Texas, acting by and through its agent, Yakka II, LLC of P.O. Box 2078 Abilene, Texas 79604 (Give Permanent Address) said agent herein referred to as the owner of the soil (whether one or more), and The Bellomy Group, LLC, a Texas Limited Liability Company of P.O. Box 192281 Dallas, Texas 75219 hereinafter called Lessee. (Give Permanent Address)

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:

640 acres of land, more or less, being Section 44, Block 57, Township 3, T&P RR Co Survey, Abstract 3036, Reeves County, Texas

containing 640 acres, more or less. The bonus consideration paid for this lease is as follows:

To the State of Texas: Twelve Thousand One Hundred and Eighty Six Dollars and No/100 cents
Dollars (\$12,186.00)

To the owner of the soil: Twelve Thousand One Hundred Eighty Six Dollars and No/100 cents
Dollars (\$12,186.00)

Total bonus consideration: Twenty Four Thousand Three Hundred Seventy Two Dollars and No/100 cents
Dollars (\$24,372.00)

The total bonus consideration paid represents a bonus of Three Thousand Dollars (\$3,000) per acre, on 8.124 net acres.

2. TERM. Subject to the other provisions in this lease, this lease shall be for a term of 3 (three) 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 _____

****THIS IS A PAID-UP LEASE: SEE PARAGRAPH 40**** Bank, at _____

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

To the owner of the soil: -0- _____
Dollars (-0- _____)
To the State of Texas: -0- _____
Dollars (-0- _____)
Total Delay Rental: -0- _____
Dollars (-0- _____)

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

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

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

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

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

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

5. **MINIMUM ROYALTY.** During any year after the expiration of the primary term of this lease, if this lease is maintained by production, the royalties paid under this lease in no event shall be less than an amount equal to the total annual delay rental herein provided; otherwise, there shall be

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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

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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

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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.

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

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

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

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

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

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

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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**

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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.

40. **PAID-UP LEASE.** This is a paid-up lease. Rentals have been pre-paid. One-Half (1/2) of the bonus amount has been paid to the Lessor, and One-Half (1/2) has been paid to the State of Texas.

LESSEE
BY: [Signature]
Title: Ryan Bellomy, as Managing Partner of The Bellomy Group, LLC
Date: 6/10/2014

STATE OF TEXAS

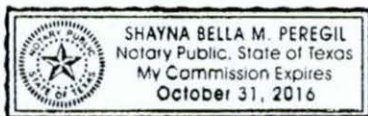
BY: [Signature]
Yakka II, LLC
Name: Justin Russell/Managing Member
Individually and as agent for the State of Texas
Date: 6/9/14

STATE OF TEXAS
COUNTY OF TAYLOR

(CORPORATION ACKNOWLEDGMENT)

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

Given under my hand and seal of office this the 9th day of June, 2014.



[Signature]
Notary Public in and for STATE OF TEXAS



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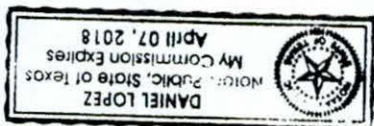
STATE OF Texas

(CORPORATION ACKNOWLEDGMENT)

COUNTY OF Dallas

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

Given under my hand and seal of office this the 10 day of June, 2014.



Daniel Lopez
Notary Public in and for State of Texas

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Inst No. 14-05340
DIANNE O. FLOREZ
COUNTY CLERK
2014 Jun 12 at 02:22 PM
REEVES COUNTY, TEXAS
By: AC Aurora Calanchi, DEPUTY



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Original filed in
Reeves County
Clerks Office

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File No. 116797

Lease

Date Filed: 7/15/14

Jerry E. Patterson, Commissioner

By GH

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

The above and foregoing is a full, true and correct photographic copy of the original record now in my lawful custody and possession, as the same is filed/recorded in the public records of my office, found in VOL. 1089, PAGE 531, THRU 545.

I hereby certified on 8 July 2014



DIANNE O. FLOREZ, COUNTY CLERK
REEVES COUNTY, TEXAS

BY Elizabeth Reyes DEPUTY



THE BELLOMY GROUP LLC
1700 PACIFIC AVENUE SUITE 2210
DALLAS, TEXAS 75201

PLAINSCAPITAL BANK

1682

14715478 07/10/2014

PAY TO THE
ORDER OF

Texas General Land Office

\$ **12,186.00

Twelve thousand one hundred eighty-six and 00/100*****

DOLLARS

Drew Reid
1700 North Congress Ave.
Room 600
Austin, Texas 78701-1495



[Signature]
AUTHORIZED SIGNATURE

MEMO:

Reeves Lease Bonus - Sec. 44 Block 57 T3

⑈001682⑈

THE BELLOMY GROUP LLC

07/10/2014

Texas General Land Office

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Reeves Lease Bonus - Sec. 44 Block 57 T3

14715478

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Checking

Reeves Lease Bonus - Sec. 44 Block 57 T3

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X 12,186.00



THE BElLOMY GROUP LLC
1700 PACIFIC AVENUE SUITE 2210
DALLAS, TEXAS 75201

PLAINSCAPITAL BANK

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PAY TO THE
ORDER OF

Texas General Land Office

\$ **125.00

One hundred twenty-five and 00/100

DOLLARS

Drew Reid
1700 North Congress Ave.
Room 600
Austin, Texas 78701-1495

MEMO:

Texas GLO Lease Filing & Processing Fee



AUTHORIZED SIGNATURE

⑈001677⑈

THE BElLOMY GROUP LLC

07/10/2014

Texas General Land Office

Texas GLO Lease Filing & Processing Fee

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Texas GLO Lease Filing & Processing Fee

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T H E
BELLOMY
G R O U P

July 8, 2014

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

14715478

14715477

Dear Mr. Reid,

The Bellomy Group has leased the following interest in Reeves County, Texas and has included here within the certified copy of the lease, the State's share of the bonus, the required \$25 filing fee and the required \$100 processing fee. The Bellomy Group made no changes to the standard Relinquishment Act Lease Form.

- **Legal Description of Interest Leased:**
 - 640 acres of land, more or less, being Section 44, Block 57, Township 3, T&P RR Co. Survey, Abstract 3036, Reeves County, Texas
- **Agent (Lessor):**
 - Yakka II, LLC
- **Net Undivided Interest:**
 - 8.124 net acres
- **Bonus Per Acre Paid:**
 - \$3,000 per acre
- **Primary Term of Lease:**
 - 3 year primary term
- **Rental Per Acre Paid:**
 - Paid-Up lease; No rentals
- **Gross Royalty:**
 - 25% royalty



Please let me know if you have any questions or concerns regarding this lease. We will wait patiently for your letter with the mineral file number of the file.

Best Regards,

Sean Bellomy

Managing Partner | The Bellomy Group, LLC
(214) 636-8834 | sean@thebellomygroup.com
www.thebellomygroup.com

The Bellomy Group, LLC

1700 Pacific Ave. Suite 2210, Dallas, Texas 75201

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File No. 116797

Consideration

Date Filed: 7/15/14

Jerry E. Patterson, Commissioner

By 64

TEXAS



GENERAL LAND OFFICE

JERRY PATTERSON, COMMISSIONER

September 30, 2014

Sean Bellomy
The Bellomy Group
1700 Pacific Ave., Suite 2210
Dallas, Texas 75201

Re: **State Lease MF 116797**

RAL Lease dated June 9, 2014 recorded in V. 1082, P. 537,
covering 640 ac., Sec. 44, Blk. 57, T-3, T&P Ry. Co. Survey,
Reeves Co., TX, Yakka II, LLC, agent for State of TX, Lessor

Dear Mr. Bellomy:

The copy of the Relinquishment Act lease covering the above referenced tract has been approved and filed in our records under Mineral File numbers **MF-116797**. **Please refer to this lease number when making payments to the State and in all future correspondence concerning the lease. Failure to include the mineral file number may delay processing of any payments towards the lease.**

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

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

Your remittance of **\$12,186.00** has been applied to the State's portion of the cash bonus. We are also in receipt of your filing and processing fees

Sincerely yours,

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

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

Post Office Box 12873 • Austin, Texas 78711-2873

512-463-5001 • 800-998-4GLO

www.glo.state.tx.us

21
File No. 116797

Final Letter

Date Filed: 9/30/14

Jerry E. Patterson, Commissioner

By GA



TEXAS GENERAL LAND OFFICE
GEORGE P. BUSH, COMMISSIONER

August 17, 2015

Sean Bellomy, Managing Partner
The Bellomy Group
1700 Pacific Ave. Ste 2220
Dallas, Texas 75201

RE: GLO Assn ID # 9357 - MF116797, MF116798, MF116799 & MF116962 - Reeves County

Dear Mr. Bellomy:

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

ID #9357 - Partial Assignment of Oil and Gas Leases effective 7/30/14, The Bellomy Group, LLC, as Assignor, to Pivotal Delaware Basin, LP, as Assignee. As filed for record in Reeves County under Vol 1095, Pg 0575.

Filing fees of \$200.00 were received in connection with the above instrument. Please feel free to contact me if you have any questions.

Best regards,

Carl Bonn, CPL
Mineral Leasing
Office: (512) 463-5407
email: carl.bonn@glo.texas.gov

T H E
BELLOMY
G R O U P

May 13, 2015

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

*MF 116797 et al
ID 9357*

Dear Mr. Reid,

The Bellomy Group has executed an Assignment of Oil and Gas Leases covering the following leases in Reeves County, Texas:

MF Number	Block	Section	Township	Vol. /Page	Lessor	County
116797	57	44	3	1082/537	Yakka, II, LLC	Reeves
116798	57	46	3	1082/546	Yakka, II, LLC	Reeves
<i>116799</i>	58	5		1082/555	Yakka II, LLC	Reeves
116962	57	28	2	1086/39	The Allar Company	Reeves

Included herein, is a certified copy of the Assignment, along with a check in the amount of \$200.00 to cover the processing and filing fees. Please let me know if you have any questions or require anything further regarding this Assignment.

Best Regards,



Sean Bellomy

Managing Partner | The Bellomy Group, LLC
(214) 636-8834 | sean@thebellomygroup.com
www.thebellomygroup.com

The Bellomy Group, LLC

1700 Pacific Ave. Suite 2220, Dallas, Texas 75201

THE BELLOMY GROUP LLC

05/14/2015

Texas General Land Office

Lease Assignment Filing & Processing

2346

200.00

15712013



Checking

Lease Assignment Filing & Processing

129

X

200.00



ID# 9357

14-07146
FILED FOR RECORD
REEVES COUNTY, TEXAS
Aug 08, 2014 at 08:41:00 AM

IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT BEFORE IT IS FILED OF RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

ASSIGNMENT OF OIL AND GAS LEASES

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

MF116797
MF116798
MF116799
MF116962
eff 7-30-14

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FOR A VALUABLE CONSIDERATION, the receipt and sufficiency of which are hereby acknowledged, **The Bellomy Group, LLC a Texas Limited Liability Company**, ("Assignor") with a notice address of 1700 Pacific Avenue, Suite 2210, Dallas, TX 75201, has SOLD, ASSIGNED AND CONVEYED, and by these presents does hereby SELL, ASSIGN, AND CONVEY unto **Pivotal Delaware Basin, LP**, ("Assignee") with a notice address of 300 Crescent Court, Suite 200, Dallas, Texas 75201, subject to the terms and reservations hereof, the undivided percentage of Assignor's right, title, and interest in and to the oil and gas leases described in Exhibit "A" attached hereto and made a part hereof, as extended or amended and the lands conveyed thereby, together with all rights incident thereto and appurtenances thereon (the "Lease"). For the avoidance of doubt, the percentage of each lease being assigned by Assignor to Assignee is shown on Exhibit "A" attached hereto, in the column labeled "Percentage Assigned".

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TO HAVE AND TO HOLD all and singular such Lease together with all rights, titles, interests, estates, remedies, powers and privileges thereunto appertaining unto Assignee and Assignee's successors and assigns forever, subject to the following matters:

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- (1) All easements, rights-of-way, servitudes, permits, surface leases and other rights in respect of surface operations;
- (2) The terms and conditions of the Lease;
- (3) All rights reserved to or vested in any municipality or governmental, tribal, statutory or public authority to control or regulate any of the Lease in any manner, and all applicable laws, rules and orders of governmental and tribal authority; and
- (4) Assignor shall retain and reserve unto itself, on a lease-by-lease basis, an overriding royalty interest equal to eight eighths (8/8th) of the positive difference between 25% and all lease burdens existing on the Effective Date (including, but not limited to, landowners' royalty, existing overriding royalties, production payments and net profits interest). Said overriding royalty interest is subject to proportionate reduction on a tract-by-tract basis to the extent that a lease assigned hereunder covers less than the entire oil and gas mineral estate. Said reserved overriding royalty interest is also subject to its proportionate share of severance taxes. However, the reserved overriding royalty shall not be subject to any costs or expenses associated with exploring, producing, completing, compressing, treating, developing, processing, marketing, transporting, drilling or operations on the Assigned Properties.

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Assignor does hereby bind itself, its heirs, successors and assigns, to warrant and forever defend all and singular title to the Lease unto Assignee, Assignee's successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof, by through or under Assignor, but not otherwise. Assignor conveys the Lease free and clear of any outstanding mortgage, deed of trust, or lien created by Assignor, but not otherwise.

Assignor also hereby grants and transfers to Assignee, its successors and assigns, to the extent so transferable, the benefit of, and the right to enforce, the covenants and warranties, if any, which Assignor is entitled to enforce with respect to Assignor's predecessors in title to the Lease.



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

Assignor retains liability and shall be responsible for, and shall defend, indemnify and hold Assignee harmless from, any and all claims arising, asserted or due prior to the Effective Time and attributable to Assignor's ownership, operation or use of the Lease. Assignee hereby assumes and shall be responsible for and comply with all duties and obligations, express or implied, arising on or after the Effective Time with respect to the Lease, and furthermore, Assignee agrees to indemnify and hold harmless Assignor from and against any and all claims, damages and causes of action related to the Assigned Properties and arising after the Effective Date hereof.

In addition to this Assignment, Assignor shall execute, acknowledge, and deliver to Assignee, in a timely manner and without further consideration, any documents or instruments that Assignee may reasonably require, including, without limitation, further assignments or conveyances required by any state or federal authority, deeds and consents to further evidence the assignment and conveyance of the Lease by Assignor to Assignee.

This Assignment shall bind and inure to the benefit of Assignor and Assignee and their respective successors and assigns.

IN WITNESS WHEREOF, the undersigned has executed this instrument on the date of the acknowledgment annexed hereto, but effective for all purposes as of July 30 2014.

ASSIGNOR:

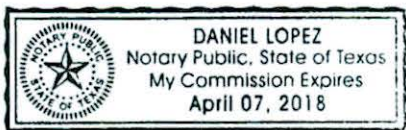
The Bellomy Group, LLC
A Texas Limited Liability Company

By: 
Ryan Bellomy, Manager

ACKNOWLEDGMENT

STATE OF TEXAS §
 §
COUNTY OF DALLAS §

This instrument was acknowledged before me on this 30 day of July, 2014, by Ryan Bellomy as Managing Partner on behalf of The Bellomy Group, LLC, a Texas Limited Liability Company.




Notary Public, State of Texas

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



58

EXHIBIT "A" - LEASES

COUNTY	BLOCK	SURVEY	SECTION	LEGAL DESCRIPTION	VOL. / PAGE	DATE OF LEASE	LESSEE	LESSOR	Percent Assigned
Reeves	5	PSL	5	640 acres of land more or less, being Section 5, Block 58, PSL Survey, Abstract 5535, Reeves County, Texas		6/9/2014	The Bellomy Group, LLC	Yakka II, LLC	90%
Reeves	57	T&P RR Co.	46	640 acres of land, more or less, being Section 46, Block 57, Township 3, T&P RR Co. Survey, Abstract 3035, Reeves County, Texas		6/9/2014	The Bellomy Group, LLC	Yakka II, LLC	90%
Reeves	57	T&P RR Co.	44	640 acres of land, more or less, being Section 44, Block 57, Township 3, T&P RR Co. Survey, Abstract 3035, Reeves County, Texas		6/9/2014	The Bellomy Group, LLC	Yakka II, LLC	90%
Reeves	57	T&P Ry. Co.	28	160 acres of land, more or less, being the E/2 of the E/2 of Section 28, Block 57, Township 2, T&P Ry. Co. Survey, Reeves County, Texas		6/18/2014	The Bellomy Group, LLC	The Allar Company	95%
Reeves	SF 8012 & SF 8014		65	440 acres off from the West side of Section 65, SF 8012 & Section 67, SF 8014, Reeves County, TX		5/5/2014	The Bellomy Group, LLC	SRO Land & Minerals, L.P., and Monroe Properties, Inc., and Lee M. Stratton Living Trust, Mary Elizabeth Stratton, Trustee	90%
Reeves & Culberson	112	PSL	1	All of Section 1, Block 112, Public School Land, Abstract 3481 in Reeves County, Texas and Abstract 1571 in Culberson County, Texas		5/1/2014	The Bellomy Group, LLC	SRO Land & Minerals, L.P., and Monroe Properties, Inc. and Lee M. Stratton Living Trust, Mary Elizabeth Stratton, Trustee	90%

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Inst No. 14-07146
DIANNE O. FLOREZ
COUNTY CLERK
2014 Aug 08 at 08:41 AM
REEVES COUNTY, TEXAS
By: ER Elizabeth Ray DEPUTY



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

5
File No. MF116797
Partia Ag n # 9357 Bell County
to Pivotal
Date Filed: 5-16-15
By: George P. Bush, Commissioner

TRUE & CORRECT
COPY OF
RECORDED IN
BELL COUNTY
CLERK'S OFFICE

CERTIFIED TRUE AND CORRECT COPY CERTIFICATE
STATE OF TEXAS
COUNTY OF REEVES
The above and foregoing is a full, true and correct photographic copy of the
original record now in my lawful custody and possession, as the same is
filed/recorded in the public records of my office, found in VOL. 10915
PAGE 575 THRU 577
I hereby certified on 1st May 2015
DIANNE O. FLOREZ, COUNTY CLERK
REEVES COUNTY, TEXAS
BY Elizabeth Rayps DEPUTY





TEXAS GENERAL LAND OFFICE
GEORGE P. BUSH, COMMISSIONER

August 8, 2016

Daniel Lopez
The Bellomy Group, LLC
1700 Pacific Ave., Ste 2220
Dallas, TX 75201

RE: GLO Assignment ID #9637 - MF116797, MF116798, MF116961, MF116962,
MF117683 Reeves County, TX

Dear Mr. Lopez:

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

Assignment of Oil, Gas, and, Mineral Leases and Bill of Sale, effective 01/12/16
from Bellomy Group, LLC assignor to Arkoma Drilling, LP, assignee. Filed for
record under Doc #16-00377.

Filing fees in the amount of \$150.00 were received in connection with the above
assignment. Please feel free to contact me if you have any questions.

Best Regards,

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

T H E
BELLOMY
G R O U P

April 8, 2016

Mineral Leasing Division
Texas General Land Office
Attn: Carl Bonn
1700 North Congress Avenue, Stephen F. Austin Building
Austin, Texas 78701-1495

ZDA 9637

*Rec'd 4-1-16
off 1-2-16*

Dear Mr. Bonn,

The Bellomy Group has executed an Assignment of Oil and Gas Leases covering the following leases in Reeves County, Texas:

MF Number	Block	Section	Township	Vol. /Page	Lessor	County
116961	53	36	4	1098/699	Marrow Harrison Interests, LLC	Reeves
116797	57	44	3	1082/537	Yakka, II, LLC	Reeves
116798	57	46	3	1082/546	Yakka, II, LLC	Reeves
116962	57	28	2	1086/39	The Allar Company	Reeves

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117683 55 9 4 1160/288 M. Brad Bennett Reeves

Included herein, is a certified copy of the Assignment, along with a check in the amount of \$100.00 to cover the processing and filing fees. Please let me know if you have any questions or require anything further regarding this Assignment.

Best Regards,

Now \$150

Daniel Lopez

The Bellomy Group, LLC
1700 Pacific Ave., Suite 2220
Dallas, TX 75201
Office: 214.953.0188
daniel@thebellomygroup.com

THE BELLOMY GROUP LLC

04/07/2016

Texas General Land Office

Texas GLO Filing Fee

2716

X 100.00

129
16709058

Checking

Texas GLO Filing Fee

100.00

T H E
BELLOMY
G R O U P

May 31, 2016

Mineral Leasing Division
Texas General Land Office
Attn: Carl Bonn
1700 North Congress Avenue, Stephen F. Austin Building
Austin, Texas 78701-1495

Added to App

Dear Mr. Bonn,

The Bellomy Group has executed an Assignment of Oil and Gas Leases covering the following lease in Reeves County, Texas:

MF Number	Block	Section	Township	Vol. /Page	Lessor	County
117683	55	8	4	1160/288	M. Brad Bennett	Reeves

Around April 11, 2016, The Bellomy Group provided a certified copy of an Assignment to the GLO office for processing, bearing File Date, 1/13/16, and Instrument Number 16-00377. The April letter listed several GLO leases that were assigned, but it did not notate that the above lease was included in that Assignment. Please note that the Assignment referenced above has since been recorded at Volume 1228, Page 556, Deed Records of Reeves County, Texas; I have provided a copy for your convenience.

Lee

We have now included a check in the amount of \$50.00 to cover the processing and filing fees for the above referenced lease. Please let me know if you have any questions or require anything further regarding this Assignment.

Best Regards,

[Signature]

Sean Bellomy
Manager | The Bellomy Group, LLC
(214) 636-8834 | sean@thebellomygroup.com
www.thebellomygroup.com

Sean →
→ *Council*



THE BELLOMY GROUP LLC

05/31/2016

Texas General Land Office

Texas GLO Processing & Filing Fee

2758

+ 50.00

16711727 129

Checking

Texas GLO Processing & Filing Fee

50.00

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

ASSIGNMENT OF OIL, GAS, AND MINERAL LEASES AND BILL OF SALE

STATE OF TEXAS §
COUNTY OF DALLAS §

KNOW ALL MEN BY THESE PRESENTS:

MF116797
116798
116961
116962
117683

THIS ASSIGNMENT OF OIL, GAS, AND MINERAL LEASES AND BILL OF SALE ("Assignment") is made and entered as of the date listed in the notary block below, but is effective as of 7:00 a.m. Central Standard Time on the 12th day of January 2016 ("Effective Date"), by and between The Bellomy Group, LLC, whose address is 1700 Pacific Avenue, Suite 2220, Dallas, Texas 75201, hereinafter referred to as "Assignor," and Arkoma Drilling, LP whose address is 5950 Berkshire Ln., Suite 1400, Dallas, Texas, 75225, hereinafter called "Assignee."

all

NOW THEREFORE, for One Hundred Dollars (\$100.00) and other good and valuable consideration, including the covenants and obligations of Assignee described herein, the receipt and sufficiency of which are hereby acknowledged, Assignor does by these presents QUIT CLAIM, GRANT, RELEASE, AND CONVEY unto Assignee effective as of the Effective Date, all of Assignor's rights, title and interest, if any, in and to the following:

(A) All of Assignor's right, title, and interest in and to the oil, gas, and mineral leases described and limited on Exhibit "A" attached hereto and made a part hereof (the "Leases");

(B) All of Assignor's right, title, and interest in and to all contracts, permits, licenses, easements, and other agreements relating to the Leases including, without limitation, the following: surface leases, operating agreements, oil, gas and condensate purchase and sale agreements, processing, exchange, gathering, compression and transportation agreements; partnership, joint venture, farmout, farmin, dry hole, bottom hole, acreage contribution, purchase and acquisition agreements; area of mutual interest agreements; salt water disposal agreements, servicing contracts, easements, surface use and/or right-of-way agreements; and unitization, communitization or pooling agreements, declarations or government orders relating to pooling or unitization ("Contracts"); and

(C) All of Assignor's interest, if any, in any oil and gas wells located on the Leases, fixtures, equipment, personal property, gas gathering or processing systems or pipelines, and all other fixtures and improvements appurtenant to the Leases as of the Effective Date ("Wells").

Notwithstanding any limitation in the foregoing or in Exhibit "A", this Assignment is intended to convey and does hereby convey unto Assignee all of Assignor's right, title and interest, if any, in and to the Leases, Contracts, and Wells (collectively "Properties").

TO HAVE AND TO HOLD the interests assigned unto Assignee, its successors and assigns, subject to the following terms and conditions:

THIS CONVEYANCE IS MADE WITHOUT ANY WARRANTY OR COVENANT OF TITLE WHATSOEVER, EXPRESS OR IMPLIED, EVEN TO THE RETURN OF ANY FUNDS PAID UNDER THE TERMS OF THIS ASSIGNMENT.

ASSIGNEE HAS INSPECTED, OR WAIVED ITS RIGHT TO INSPECT, THE PROPERTIES



2555

CLERKS OF
RECORD
ORIGINAL FILE
COPY OF
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FOR ALL PURPOSES AND SATISFIED ITSELF AS TO THEIR PHYSICAL AND ENVIRONMENTAL CONDITION, BOTH SURFACE AND SUBSURFACE, INCLUDING BUT NOT LIMITED TO CONDITIONS SPECIFICALLY RELATED TO THE PRESENCE, RELEASE, OR DISPOSAL OF HAZARDOUS SUBSTANCES, SOLID WASTES, ASBESTOS, AND OTHER MAN MADE MATERIAL FIBERS (COLLECTIVELY, "MMMFM"), OR NATURALLY OCCURRING RADIOACTIVE MATERIALS ("NORM"). ASSIGNEE IS RELYING UPON ITS OWN INSPECTION OF THE PROPERTIES, AND ASSIGNEE HEREBY ACCEPTS ALL OF THE SAME IN THEIR "AS IS, WHERE IS" CONDITION WITH ALL FAULTS. ASSIGNOR DISCLAIMS ALL LIABILITY ARISING IN CONNECTION WITH THE PRESENCE OF NORM OR MMMFM ON THE PROPERTIES AND, IF TESTS HAVE BEEN CONDUCTED BY ASSIGNOR FOR THE PRESENCE OF NORM OR MMMFM, ASSIGNOR DISCLAIMS ANY WARRANTY RESPECTING THE ACCURACY OF SUCH TESTS OR RESULTS. IN ADDITION, ASSIGNOR AND ITS REPRESENTATIVES MAKE NO WARRANTY OR REPRESENTATION, EXPRESS OR IMPLIED, AS TO THE ACCURACY OR COMPLETENESS OF ANY DATA, INFORMATION, OR MATERIALS HERETOFORE OR HEREAFTER FURNISHED ASSIGNEE IN CONNECTION WITH THE PROPERTIES OR AS TO THE QUALITY OR QUANTITY OF OIL, GAS, AND OTHER HYDROCARBON RESERVES (IF ANY) ATTRIBUTABLE TO THE PROPERTIES OR THE ABILITY OF THE PROPERTIES TO PRODUCE OIL, GAS, AND OTHER HYDROCARBONS. ANY AND ALL SUCH DATA, INFORMATION, AND OTHER MATERIALS FURNISHED BY ASSIGNOR AND ITS REPRESENTATIVES WAS PROVIDED TO ASSIGNEE AS A CONVENIENCE AND ANY RELIANCE ON OR USE OF THE SAME HAS BEEN AND SHALL BE AT ASSIGNEE'S SOLE RISK. ASSIGNOR SHALL HAVE NO LIABILITY TO ASSIGNEE FOR ANY CLAIMS, LOSS, OR DAMAGE CAUSED OR ALLEGED TO BE CAUSED DIRECTLY OR INDIRECTLY, INCIDENTALLY OR CONSEQUENTIALLY, BY THE PROPERTIES, BY ANY INADEQUACY THEREOF OR THEREWITH, ARISING IN STRICT LIABILITY OR OTHERWISE, OR IN ANY WAY RELATED TO OR ARISING OUT OF THIS ASSIGNMENT. ASSIGNOR MAKES NO EXPRESS, AND DISCLAIMS ALL IMPLIED, WARRANTIES OF ANY KIND, INCLUDING THOSE OF TITLE, MERCHANTABILITY, AND FITNESS FOR A PARTICULAR PURPOSE WITH RESPECT TO THE PROPERTIES AND EXPRESSLY DISCLAIMS ANY WARRANTIES WITH RESPECT THERETO. ASSIGNEE ACKNOWLEDGES THAT THIS EXPRESS DISCLAIMER AND WAIVER SHALL BE CONSIDERED A MATERIAL AND INTEGRAL PART OF THIS TRANSACTION AND THE CONSIDERATION THEREOF; AND ACKNOWLEDGES THAT THIS DISCLAIMER AND WAIVER HAS BEEN BROUGHT TO THE ATTENTION OF ASSIGNEE AND EXPLAINED IN DETAIL AND THAT ASSIGNEE HAS VOLUNTARILY AND KNOWINGLY CONSENTED TO THIS DISCLAIMER AND WAIVER.

THE PARTIES AGREE THAT, TO THE EXTENT REQUIRED TO BE OPERATIVE, THE DISCLAIMERS OF CERTAIN WARRANTIES CONTAINED IN THIS SECTION ARE "CONSPICUOUS" DISCLAIMERS FOR THE PURPOSES OF ANY APPLICABLE LAW, RULE, OR ORDER.

Assignor retains and reserves unto itself, on a lease-by-lease basis, an overriding royalty interest equal to the positive difference between 25% and all lease burdens existing on the Effective Date (including, but not limited to, landowners' royalty, existing overriding royalties, production payments and net profits interest). Said overriding royalty interest is subject to proportionate reduction on a tract-by-tract basis to the extent that a lease assigned hereunder covers less than the entire oil and gas mineral estate. Said reserved overriding royalty interest is also subject to its proportionate share of severance taxes. However, the reserved overriding royalty shall not be subject to any costs or expenses associated with exploring, producing, completing, compressing, treating, developing, processing, marketing, transporting, drilling or operations on the Properties.

Assignee agrees to comply with all applicable laws, rules, regulations and orders with respect to the ownership of the Properties and operations connected therewith including, where applicable, laws, rules, and regulations governing the plugging of wells.



2024

CLERKS OFFICE
REEVES COUNTY
ORIGINAL FILED IN
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TRUE & CORRECT



Assignee hereby agrees (a) to assume, and to timely pay and perform, all duties, obligations, and liabilities relating to the ownership and/or operation of the Properties after the Effective Date (including, without limitation, those arising under the Leases and other contracts and agreements which make up a part of the Properties), and (b) to **INDEMNIFY AND HOLD ASSIGNOR (AND THE AFFILIATES OF ASSIGNOR, AND THE RESPECTIVE PARTNERS, DIRECTORS, MEMBERS, MANAGERS, OFFICERS, EMPLOYEES, ATTORNEYS, CONTRACTORS, SUBCONTRACTORS AND AGENTS OF SUCH AFFILIATES AND ASSIGNOR) HARMLESS FROM AND AGAINST ANY AND ALL CLAIMS, ACTIONS, CAUSES OF ACTION, LIABILITIES, DAMAGES, LOSSES, COSTS, OR EXPENSES (INCLUDING, WITHOUT LIMITATION, COURT COSTS AND ATTORNEYS' FEES) OF ANY KIND OR CHARACTER ARISING OUT OF OR OTHERWISE RELATING TO THE OWNERSHIP AND/OR OPERATION OF THE PROPERTIES AFTER THE EFFECTIVE DATE.** In connection with (but not in limitation of) the foregoing, it is specifically understood and agreed that such duties, obligations, and liabilities arising out of or otherwise relating to the ownership and/or operation of the Properties after the Effective Date shall (notwithstanding anything herein appearing to be to the contrary) be deemed to include all matters arising out of the condition of the Properties on the Effective Date (including, without limitation, within such matters all obligations to properly plug and abandon, or replug and re-abandon, wells located on the Properties, to restore the surface of the Properties, and to comply with, or to bring the Properties into compliance with, applicable environmental laws, rules, regulations, and orders, including conducting any remediation activities which may be required on or otherwise in connection with activities on the Properties), regardless of whether such condition or the events giving rise to such condition arose or occurred before or after the Effective Date, and the assumptions and indemnifications by Assignee provided for in the first sentence of this paragraph shall expressly cover and include such matters. **THE FOREGOING ASSUMPTIONS AND INDEMNIFICATIONS SHALL APPLY WHETHER OR NOT SUCH DUTIES, OBLIGATIONS, OR LIABILITIES, OR SUCH CLAIMS, ACTIONS, CAUSES OF ACTION, LIABILITIES, DAMAGES, LOSSES, COSTS, OR EXPENSES ARISE OUT OF (i) NEGLIGENCE (INCLUDING SOLE NEGLIGENCE, SINGLE NEGLIGENCE, CONCURRENT NEGLIGENCE, ACTIVE OR PASSIVE NEGLIGENCE, BUT EXPRESSLY NOT INCLUDING GROSS NEGLIGENCE) OF ANY INDEMNIFIED PARTY, OR (ii) STRICT LIABILITY.**

To the extent permitted by law, Assignee shall be subrogated to Assignor's rights in and to representations, warranties, and covenants given with respect to the Properties. Assignor hereby grants and transfers to Assignee, its successors, and assigns, to the extent so transferable and permitted by law, the benefit of and the right to enforce the covenants, representations, and warranties, if any, which Assignor is entitled to enforce with respect to the Properties, but only to the extent not enforced by Assignor.

TO HAVE AND TO HOLD the Properties unto Assignee, its successors and assigns, forever.

This Assignment may be executed in any number of counterparts, each of which shall be binding upon the party or parties so signing. The signature pages and the notarial acknowledgments of the counterparts may be combined with the original hereof and recorded as one instrument.

This Assignment shall bind and inure to the benefit of the parties and their successors and assigns.

(Signature and acknowledgement pages follow)



IN WITNESS WHEREOF, the parties have executed this Assignment effective as of the Effective
Date written above.

ASSIGNOR:

THE BELLOMY GROUP, LLC

By: _____

Name: Ryan Bellomy

Title: Manager

ACKNOWLEDGEMENT

STATE OF TEXAS

§

COUNTY OF DALLAS

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BEFORE ME on this the 12th day of January 2016, the undersigned, a Notary Public in and for the county and state aforesaid, came Ryan Bellomy, as Manager of The Bellomy Group, LLC, who executed the above and foregoing document in said capacity, and acknowledged that he executed the same as his free act and deed.

IN TESTIMONY WHEREOF, I have hereto set my hand and affixed my notarial seal the day and year last above written.

Notary Public



My appointment expires: _____



ASSIGNEE:

ARKOMA DRILLING, LP

By: _____

Name:

Title: Assistant Secretary

ACKNOWLEDGEMENT

STATE OF TEXAS

§

COUNTY OF DALLAS

§

§

BEFORE ME on this the 12th day of January 2016, the undersigned, a Notary Public in and for the county and state aforesaid, came Robert Roth, as Assistant Secretary of Arkoma Drilling, LP, who executed the above and foregoing document, and acknowledged that he executed the same as his free act and deed.

IN TESTIMONY WHEREOF, I have hereto set my hand and affixed my notarial seal the day and year last above written.


Notary Public

My appointment expires: _____



Signature Page of
Assignment of Oil, Gas and Mineral Leases and Bill of Sale



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

EXHIBIT "A"

*Attached to and made part of that certain
Assignment of Oil, Gas and Mineral Leases and Bill of Sale,
effective as of January 5, 2016,
by and between
The Bellomy Group, LLC, as Assignor
and
Arkoma Drilling, LP, as Assignee*

Description of Leases

*See the three (3) attached pages containing County, Block, Survey, Section, Township, Legal Description,
Document Number, Date of Lease, Lessee, and Lessor for each lease conveyed by this Assignment*



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



Lessor	Lessee	County	Instrument No.	Volume	Page	Legal
Williams Family Trust u/t/d 12/18/2006	The Bellomy Group, LLC	Loving	2015-1085	N/A	N/A	Tract 8, being SE/2 of S/4 of E/4 of Section 3, Block 2, W&NW Survey
McGary Living Trust - SPH, Brian McGary Trustee, Bank of America, N.A., Agent	The Bellomy Group, LLC	Loving	2014-2611	N/A	N/A	A tract of land out of Section 92, Block 1, A-437, W&NW Survey
McGary Family Trust- Kelly Separate Property, Kelly McGary, Trustee, Bank of America N.A., Agent	The Bellomy Group, LLC	Loving	2014-2610	N/A	N/A	A tract of land out of Section 92, Block 1, A-437, W&NW Survey
Mary Jane McGary, a feme sole, Bank of America, N.A., Agent	The Bellomy Group, LLC	Loving	2014-2609	N/A	N/A	A tract of land out of Section 92, Block 1, A-437, W&NW Survey
Desert Partners V LP	The Bellomy Group, LLC	Loving	2015-0969	N/A	N/A	SE 80 acres of the NE 3/8 of Section 78, Block 33, H&TC Survey
Daltex Munn Associates	The Bellomy Group, LLC	Loving	2014-2333	N/A	N/A	Tracts 15, 16, 17, 18, 19 of Section 85, Block 33, H&TC Survey
Fairway Oil & Gas Company	The Bellomy Group, LLC	Loving	2015-1645	N/A	N/A	Lots 11-14, 20-23, 44-55 of Section 85, Block 33, H&TC Survey
Camellia Land LLC	The Bellomy Group, LLC	Loving	2014-2332	N/A	N/A	40 acres of land in Section 43, Block 53 T-2S, T&P Survey, beginning at a point on the South line located 1320 feet from West line, thence North 660 feet to a point, Thence East 2640 feet to a point, Thence South 660 feet to a point, Thence West 2640 feet to a place of beginning.
Hayes Land & Production LP	The Bellomy Group, LLC	Loving	2014-2331	N/A	N/A	40 acres of land in Section 43, Block 53 T-2S, T&P Survey, beginning at a point on the South line located 1320 feet from West line, thence North 660 feet to a point, Thence East 2640 feet to a point, Thence South 660 feet to a point, Thence West 2640 feet to a place of beginning.
Desert Partners V LP	The Bellomy Group, LLC	Loving	2015-2473	N/A	N/A	N/2 of Section 10, Block 55 T-2S, T&P Survey
Black Stone Minerals Company, L.P., et al.	Pivotal Delaware Basin, LP	Loving	2014-446	N/A	N/A	Section 24, Block C-26, PSL, from 100' below the Atoka Formation and Section 15, Block C-26, PSL
Helen Carolyn Allen	The Bellomy Group, LLC	Reeves	N/A	1180	369	N/2 of East 2/3 of Section 4, Block 1, H&GN Survey
Laura Allen Quisenberry	The Bellomy Group, LLC	Reeves	N/A	1180	372	N/2 of East 2/3 of Section 4, Block 1, H&GN Survey
Mary Jane McGary, a feme sole, Bank of America, N.A., Agent	The Bellomy Group, LLC	Reeves	N/A	1128	377	N/4 of Section 150, Block 1, H&TC Survey
McGary Living Trust - SPH, Brian McGary Trustee, Bank of America, N.A., Agent	The Bellomy Group, LLC	Reeves	N/A	1128	373	N/4 of Section 150, Block 1, H&TC Survey
McGary Family Trust- Kelly Separate Property, Kelly McGary, Trustee, Bank of America N.A., Agent	The Bellomy Group, LLC	Reeves	N/A	1128	367	N/4 of Section 150, Block 1, H&TC Survey
McGary Living Trust - SPH, Brian McGary Trustee, Bank of America, N.A., Agent	The Bellomy Group, LLC	Reeves	N/A	1121	488	Subdivision 1 and E/4 of Subdivision 2 of Section 7, Block 2, H&GN Survey
McGary Family Trust- Kelly Separate Property, Kelly McGary, Trustee, Bank of America N.A., Agent	The Bellomy Group, LLC	Reeves	N/A	1121	476	Subdivision 1 and E/4 of Subdivision 2 of Section 7, Block 2, H&GN Survey
Mary Jane McGary, a feme sole, Bank of America, N.A., Agent	The Bellomy Group, LLC	Reeves	N/A	1121	482	Subdivision 1 and E/4 of Subdivision 2 of Section 7, Block 2, H&GN Survey
Black Stone Minerals Company, L.P.	Pivotal Delaware Basin, LP	Reeves	N/A	1061	199	Section 10, Block 2, H&GN Survey
Fairway Oil & Gas Company	The Bellomy Group, LLC	Reeves	N/A	1160	307	N/2 and SE/4, NW/4 of SW/4, S/2 of SW/4, NE/4 of SW/4 of Section 13, Block 2, H&GN Survey
McGary Living Trust - SPH, Brian McGary Trustee, Bank of America, N.A., Agent	The Bellomy Group, LLC	Reeves	N/A	1128	379	S/2 of West 480 acres of Section 25, Block 2, H&GN Survey
Mary Jane McGary, a feme sole, Bank of America, N.A., Agent	The Bellomy Group, LLC	Reeves	N/A	1128	381	S/2 of West 480 acres of Section 25, Block 2, H&GN Survey
McGary Family Trust- Kelly Separate Property, Kelly McGary, Trustee, Bank of America N.A., Agent	The Bellomy Group, LLC	Reeves	N/A	1128	383	S/2 of West 480 acres of Section 25, Block 2, H&GN Survey
Daltex Munn Associates	The Bellomy Group, LLC	Reeves	N/A	1121	556	W/2 NW/4 of Section 25, Block 2, H&GN Survey
Fairway Oil & Gas Company	The Bellomy Group, LLC	Reeves	N/A	1160	338	West 480 acres of Section 25, Block 2, H&GN Survey
Fairway Oil & Gas Company	The Bellomy Group, LLC	Reeves	N/A	1160	349	All of Section 27, Block 2, H&GN Survey
McGary Living Trust - SPH, Brian McGary Trustee, Bank of America, N.A., Agent	The Bellomy Group, LLC	Reeves	N/A	1121	612	N/2, N/2 SE/4, SE/4 SE/4 of Section 28, Block 2, H&GN Survey
Mary Jane McGary, a feme sole, Bank of America, N.A., Agent	The Bellomy Group, LLC	Reeves	N/A	1121	608	N/2, N/2 SE/4, SE/4 SE/4 of Section 28, Block 2, H&GN Survey
McGary Family Trust- Kelly Separate Property, Kelly McGary, Trustee, Bank of America N.A., Agent	The Bellomy Group, LLC	Reeves	N/A	1121	618	N/2, N/2 SE/4, SE/4 SE/4 of Section 28, Block 2, H&GN Survey
McGary Family Trust- Kelly Separate Property, Kelly McGary, Trustee, Bank of America N.A., Agent	The Bellomy Group, LLC	Reeves	N/A	1138	88	Lots 8,9,10,11,13,14,15,16,17, E/2 Lot 6; E/2, SW/4 E/2 NW/4, SW/4 NW/4 Lot 7 of Section 31, Block 2, H&GN Survey
McGary Living Trust - SPH, Brian McGary Trustee, Bank of America, N.A., Agent	The Bellomy Group, LLC	Reeves	N/A	1138	90	Lots 8,9,10,11,13,14,15,16,17, E/2 Lot 6; E/2, SW/4 E/2 NW/4, SW/4 NW/4 Lot 7 of Section 31, Block 2, H&GN Survey
Mary Jane McGary, a feme sole, Bank of America, N.A., Agent	The Bellomy Group, LLC	Reeves	N/A	1138	92	Lots 8,9,10,11,13,14,15,16,17, E/2 Lot 6; E/2, SW/4 E/2 NW/4, SW/4 NW/4 Lot 7 of Section 31, Block 2, H&GN Survey
McGary Family Trust- Kelly Separate Property, Kelly McGary, Trustee, Bank of America N.A., Agent	The Bellomy Group, LLC	Reeves	N/A	1121	616	NW/4, NW/4 NE/4 of Section 34, Block 2, H&GN Survey

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Mary Jane McGary, a feme sole, Bank of America, N.A., Agent	The Bellomy Group, LLC	Reeves	N/A	1121	610	NW/4, NW/4 NE/4 of Section 34, Block 2, H&GN Survey
McGary Living Trust - SPH, Brian McGary Trustee, Bank of America, N.A., Agent	The Bellomy Group, LLC	Reeves	N/A	1121	614	NW/4, NW/4 NE/4 of Section 34, Block 2, H&GN Survey
McGary Living Trust - SPH, Brian McGary Trustee, Bank of America, N.A., Agent	The Bellomy Group, LLC	Reeves	N/A	1128	385	E/2 E/2 E/2 of Section 38, Block 2, H&GN Survey
McGary Family Trust - Kelly Separate Property, Kelly McGary, Trustee, Bank of America N.A., Agent	The Bellomy Group, LLC	Reeves	N/A	1128	387	E/2 E/2 E/2 of Section 38, Block 2, H&GN Survey
Mary Jane McGary, a feme sole, Bank of America, N.A., Agent	The Bellomy Group, LLC	Reeves	N/A	1128	389	E/2 E/2 E/2 of Section 38, Block 2, H&GN Survey
McGary Family Trust - Kelly Separate Property, Kelly McGary, Trustee, Bank of America N.A., Agent	The Bellomy Group, LLC	Reeves	N/A	1121	512	Lot 7 of Block 6 and all of Blocks 4 and 12 of Section 265, Block 13, H&GN Survey
Mary Jane McGary, a feme sole, Bank of America, N.A., Agent	The Bellomy Group, LLC	Reeves	N/A	1121	518	Lot 7 of Block 6 and all of Blocks 4 and 12 of Section 265, Block 13, H&GN Survey
McGary Living Trust - SPH, Brian McGary Trustee, Bank of America, N.A., Agent	The Bellomy Group, LLC	Reeves	N/A	1121	524	Lot 7 of Block 6 and all of Blocks 4 and 12 of Section 265, Block 13, H&GN Survey
Mary Jane McGary, a feme sole, Bank of America, N.A., Agent	The Bellomy Group, LLC	Reeves	N/A	1121	530	All of Blocks 4,5,10; Lots 7 and 8 of Block 3; Lot 4 of Block 9; Lots 1 and 2 and Block 16 all of Section 266, Block 13, H&GN Survey
McGary Family Trust - Kelly Separate Property, Kelly McGary, Trustee, Bank of America N.A., Agent	The Bellomy Group, LLC	Reeves	N/A	1121	536	All of Blocks 4,5,10; Lots 7 and 8 of Block 3; Lot 4 of Block 9; Lots 1 and 2 and Block 16 all of Section 266, Block 13, H&GN Survey
McGary Living Trust - SPH, Brian McGary Trustee, Bank of America, N.A., Agent	The Bellomy Group, LLC	Reeves	N/A	1121	542	All of Blocks 4,5,10; Lots 7 and 8 of Block 3; Lot 4 of Block 9; Lots 1 and 2 and Block 16 all of Section 266, Block 13, H&GN Survey
McGary Family Trust - Kelly Separate Property, Kelly McGary, Trustee, Bank of America N.A., Agent	The Bellomy Group, LLC	Reeves	N/A	1121	494	All of Blocks 1 and 2 of Section 270, Block 13, H&GN Survey
Mary Jane McGary, a feme sole, Bank of America, N.A., Agent	The Bellomy Group, LLC	Reeves	N/A	1121	500	All of Blocks 1 and 2 of Section 270, Block 13, H&GN Survey
McGary Living Trust - SPH, Brian McGary Trustee, Bank of America, N.A., Agent	The Bellomy Group, LLC	Reeves	N/A	1121	506	All of Blocks 1 and 2 of Section 270, Block 13, H&GN Survey
Criswell C. Gonzalez Mineral Trust, Bank of America N.A., Trustee	The Bellomy Group, LLC	Reeves	N/A	1101	785	All of Section 301, Block 13, H&GN Survey
The William L. Cohagan Mineral Trust, Bank of America, N.A., Trustee	The Bellomy Group, LLC	Reeves	N/A	1114	315	All of Section 301, Block 13, H&GN Survey
McGary Family Trust - Kelly Separate Property, Kelly McGary, Trustee, Bank of America N.A., Agent	The Bellomy Group, LLC	Reeves	N/A	1128	369	All of Section 310, Block 13, H&TC Survey
McGary Living Trust - SPH, Brian McGary Trustee, Bank of America, N.A., Agent	The Bellomy Group, LLC	Reeves	N/A	1128	371	All of Section 310, Block 13, H&TC Survey
Mary Jane McGary, a feme sole, Bank of America, N.A., Agent	The Bellomy Group, LLC	Reeves	N/A	1128	375	All of Section 310, Block 13, H&TC Survey
Brad Bennett & Ernest Armstrong	The Bellomy Group, LLC	Reeves	N/A	1121	567	NE/4 NW/4 & NW/4 NE/4 of Section 40, Block 59, PSL
Brennand Energy, Ltd.	NH Operating, LLC	Reeves	N/A	1141	171	All of Sections 35, 36, and 37, Block 51 T-8, T&P Survey
Marrow Harrison Interests, LLC	The Bellomy Group, LLC	Reeves	N/A	1098	699	N/2 SE/4 of Section 6, Block 53 T-4, T&P Survey
M. Brad Bennett	The Bellomy Group, LLC	Reeves	N/A	1160	288	The Southeast Quarter (SE/4) of the Southeast Quarter (SE/4), known as tracts 45, 46, 59, and 60 of Section 8, Block 55 T-4, T&P Survey
Harry S. Hunt	The Bellomy Group, LLC	Reeves	N/A	1138	73	N/2 NE/4 and SW/4 NE/4 of Section of 14, Block 55 T-5, T&P Survey
Nano Kelley Scherrieb	The Bellomy Group, LLC	Reeves	N/A	1138	69	N/2 NE/4 and SW/4 NE/4 of Section of 14, Block 55 T-5, T&P Survey
James Grover Kelley	The Bellomy Group, LLC	Reeves	N/A	1138	70	N/2 NE/4 and SW/4 NE/4 of Section of 14, Block 55 T-5, T&P Survey
Lawrence J. Kelley, Jr.	The Bellomy Group, LLC	Reeves	N/A	1138	71	N/2 NE/4 and SW/4 NE/4 of Section of 14, Block 55 T-5, T&P Survey
James Grover Kelley, Trustee for Lawrence J. Kelley Jr. Children's Trust	The Bellomy Group, LLC	Reeves	N/A	1138	72	N/2 NE/4 and SW/4 NE/4 of Section of 14, Block 55 T-5, T&P Survey
Mary Kelley Jones	The Bellomy Group, LLC	Reeves	N/A	1138	74	N/2 NE/4 and SW/4 NE/4 of Section of 14, Block 55 T-5, T&P Survey
The Allar Co.	The Bellomy Group, LLC	Reeves	N/A	1086	39	E/2 of the E/2 of Section 28, Block 57 T2, T&P Survey
Yakka II, LLC	The Bellomy Group, LLC	Reeves	N/A	1082	537	All of Section 44, Block 57 T3, T&P Survey
Yakka II, LLC	The Bellomy Group, LLC	Reeves	N/A	1082	546	All of Section 46, Block 57 T3, T&P Survey
Camellia Land LLC	The Bellomy Group, LLC	Reeves	N/A	1128	348	70.00 acres, being Subdivision Nos. 9, 10, 24-28 & 110.00 acres, being Subdivision Nos. 1, 11-12, 14-15, 20, 37, 50, 52-53, and 63 in Section 7, Block C-20, PSL
Desert Partners IV, LP	The Bellomy Group, LLC	Reeves	N/A	1141	183	Tract No. 30, Section 7, Block C-20, PSL
Lambert Land Company LLC	The Bellomy Group, LLC	Reeves	N/A	1141	188	Tract No. 30, Section 7, Block C-20, PSL
McGary Living Trust - SPH, Brian McGary Trustee, Bank of America, N.A., Agent	NH Operating, LLC	Reeves	N/A	1076	770	SW/4 SW/4, W/2 SE/4 SW/4 of Section 9, Block C-20, PSL

97.174



McGary Family Trust- Kelly Separate Property, Kelly McGary, Trustee, Bank of America N.A., Agent	NH Operating, LLC	Reeves	N/A	1076	772	SW/4 SW/4, W/2 SE/4 SW/4 of Section 9, Block C-20, PSL
Mary Jane McGary, a feme sole, Bank of America, N.A., Agent	NH Operating, LLC	Reeves	N/A	1076	774	SW/4 SW/4, W/2 SE/4 SW/4 of Section 9, Block C-20, PSL
NH Operating, LLC	The Bellomy Group, LLC	Reeves	N/A	1143	771	Assignment of all right, title, and interest in 1076/770, 1076/772, and 1076/774
Helen Carolyn Allen, Laura Allen Quisenberry	The Bellomy Group, LLC	Ward/Loving	2015-0493	1030	292	All of Section 33, Block 1, W&NW Survey
The Northern Trust Company as Agent for Basin 16, LLC; The Northern Trust Company as Agent for Bidwell Minerals, LLC; The Northern Trust Company, as Trustee for Sara Zoller's Separate Property Trust dated 7/31/1977, as restated 8/31/2001, as amended 5/4/2006; The Northern Trust Company as Sole Trustee for Julia Zoller Edwards Living Trust dated 7/31/1987, as amended 12/4/2007; The Northern Trust Company, as Agent for Mica Resources, LLC	The Bellomy Group, LLC	Ward	N/A	1007	61	All of Section 58, Block 33, H&TC Survey
The Northern Trust Company as Agent for Basin 16, LLC; The Northern Trust Company as Agent for Bidwell Minerals, LLC; The Northern Trust Company, as Trustee for Sara Zoller's Separate Property Trust dated 7/31/1977, as restated 8/31/2001, as amended 5/4/2006; The Northern Trust Company as Sole Trustee for Julia Zoller Edwards Living Trust dated 7/31/1987, as amended 12/4/2007; The Northern Trust Company, as Agent for Mica Resources, LLC	The Bellomy Group, LLC	Ward	N/A	1007	61	All of Section 74, Block 34, H&TC Survey
Royalty Clearinghouse Partnership	The Bellomy Group, LLC	Ward	N/A	967	759	All of Section 99, Block 34, H&TC Survey
Meadows Foundation, Inc.	The Bellomy Group, LLC	Ward	N/A	967	755	All of Section 99, Block 34, H&TC Survey
Black Stone Minerals Company LP	Pivotal Delaware Basin, LP	Ward	N/A	996	735	H&TC Survey
The Charlotte R. Odell Trust, Bank of America, N.A., Trustee	The Bellomy Group, LLC	Ward	N/A	982	83	W/4 of the W/4 of Section 105, Block 34, H&TC Survey
Albert G. Talbot, Jr. aka Toby Talbot	The Bellomy Group, LLC	Ward	N/A	1035	328	E/4 of Section 107, Block 34, H&TC Survey
John and Ruth McClure LLC	The Bellomy Group, LLC	Ward	N/A	971	285	All of Section 109, Block 34, H&TC Survey, save and except 0-6900'
Mary Linda McCall	The Bellomy Group, LLC	Ward	N/A	972	404	All of Section 109, Block 34, H&TC Survey, save and except 0-6900'
Trustee of the Weaver Line of Descent Trust	The Bellomy Group, LLC	Ward	N/A	980	263	All of Section 109, Block 34, H&TC Survey, save and except 0-6910'
Weaver Line of Descent Trust FBO Barbara Weaver	The Bellomy Group, LLC	Ward	N/A	966	35	All of Section 109, Block 34, H&TC Survey, save and except 0-8500'
ndom Royalties LLC, Compass Royalty Management	The Bellomy Group, LLC	Ward	N/A	1040	465	Tracts 92-95, Section 135, Block 34, H&TC Survey
Rivercrest Royalties LLC	The Bellomy Group, LLC	Ward	N/A	1040	453	Tracts 92-95, Section 135, Block 34, H&TC Survey
Bandera Minerals III, LLC	The Bellomy Group, LLC	Ward	N/A	1012	471	Tracts 43, 52, 53, Section 135, Block 34, H&TC Survey
Magnolia Royalty Company Inc.	The Bellomy Group, LLC	Ward	N/A	1014	476	Tracts 43, 52, 53, Section 135, Block 34, H&TC Survey
Sammo LLC	The Bellomy Group, LLC	Ward	N/A	1049	674	80.00 acres of land, more or less, being the Southwest Half of the North Quarter of Section 166, Block 34, H&TC RR Co. Survey
Mary Linda McCall	The Bellomy Group, LLC	Ward	N/A	988	446	267.97 from Section 186 and another 128.95 from Section 186 as described by metes and bounds all in Block 34, H&TC Survey
Walking O, LP	The Bellomy Group, LLC	Ward/Loving	N/A	1012	466	All of Section 33, Block 1, W&NW Survey
Mary Jane McGary, a feme sole, Bank of America, N.A., Agent	The Bellomy Group, LLC	Ward/Loving	2014-1996	1020	381	All of Section 33, Block 1, W&NW Survey
McGary Living Trust - SPH, Brian McGary Trustee, Bank of America, N.A., Agent	The Bellomy Group, LLC	Ward/Loving	2014-1997	1020	387	All of Section 33, Block 1, W&NW Survey
McGary Family Trust- Kelly Separate Property, Kelly McGary, Trustee, Bank of America N.A., Agent	The Bellomy Group, LLC	Ward/Loving	2014-1995	1020	375	All of Section 33, Block 1, W&NW Survey
Mary Linda McCall	The Bellomy Group, LLC	Ward	N/A	972	392	Section 96, Block 34, H&TC Survey
Florence Earline Ronhovde	The Bellomy Group, LLC	Reeves	N/A	1208	359	That certain tract or parcel of land of 213.24 acres, being described as all of the J.L. Johnson Survey, Abstract No. 1054

END EXHIBIT A

97.114

2016

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
the original filed in the
of the
to be recorded in the
of the
TO WHICH, Witness my hand and official seal at Pecos, Texas
this 13th day of January, 2016.

By: Brittany
Deputy Clerk



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

Inst No. 16-00377
DIANNE O. FLOREZ
COUNTY CLERK
2016 Jan 13 at 03:26 PM
REEVES COUNTY, TEXAS
By: BA Brittany DEPUTY

6

MF-116797

File No.

Assign ID # 9637

From Bellomy to Arkoma

Date Filed:

8/10/14

By George P. Bush, Commissioner

[Signature]

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

Assign. of Oil & Gas & Mineral dated Jan. 12, 2016

filed for record in my office this 13th day of January at

3:26 PM, under Clerk's File No. 16-00371, to be recorded in the

Records of Reeves County, Texas.

TO CERTIFY WHICH, Witness my hand and official seal at Pecos, Texas

this 13th day of January, 2016.

By Brittany Alish Deputy.

DIANNE O. FLOREZ, COUNTY CLERK
REEVES COUNTY, TEXAS



TEXAS GENERAL LAND OFFICE
GEORGE P. BUSH, COMMISSIONER

September 20, 2016

Sean Bellomy
Bellomy Exploration, LLC
1700 Pacific Ave., Suite 2220
Dallas, TX 75201

RE: GLO Assignment ID # 9806
MF116797, MF116798, MF116961 A, MF116962 Expired & MF117683 Term Pending
Dallas County

Dear Mr. Bellomy:

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

Assignment of Oil, Gas, and Mineral Leases and Bill of Sale, effective 01/13/16 from Arkoma Drilling, LP, Assignor, to Bellomy Exploration, LLC, Assignee. Filed for record under Doc. #16-07834.

Also, under MF-116961 only the 'A' lease and not the 'B' lease was conveyed.

Filing fees in the amount of \$125.00 were received in connection with the above assignment. Please feel free to contact me if you have any questions.

Best Regards,

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



ID 9806

July 20, 2016

Mineral Leasing Division
Texas General Land Office
Attn: Carl Bonn
1700 North Congress Avenue, Stephen F. Austin Building
Austin, Texas 78701-1495

Dear Mr. Bonn,

An Assignment of Oil and Gas Leases has been executed covering the following leases in Reeves County, Texas:

MF Number	Block	Section	Township	Vol. /Page	Lessor	County
✓ 116961 A#	53	36	4	1098/699	Marrow Harrison Interests, LLC	Reeves
✓ 116797 2	57	44	3	1082/537	Yakka II, LLC	Reeves
✓ 116798	57	46	3	1082/546	Yakka II, LLC	Reeves
Travis 116962 (expired 6-12-16)	57	28	2	1086/39	The Allar Company	Reeves
Travis 117683	55	8	4	1160/288	M. Brad Bennett	Reeves

Term Pending

Included herein, is a certified copy of the Assignment, along with a check in the amount of \$125.00 to cover the processing and filing fees. Please let me know if you have any questions or require anything further regarding this Assignment.

Best Regards,

Sean Bellomy
Bellomy Exploration, LLC
1700 Pacific Ave., Suite 2220
Dallas, TX 75201
Office: 214.953.0188
sean@thebellomygroup.com

Bellomy Exploration, LLC

1700 Pacific Ave. Suite 2220 Dallas, Texas 75201



THE BELLOMY GROUP LLC

07/20/2016

Texas General Land Office

GLO Processing & Filing Fee

2803

125.00

16714369

129

Checking

GLO Processing & Filing Fee

X 125.00

JAN 27 2016 1:03:14 PM

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

ID# 9806

ASSIGNMENT OF OIL, GAS, AND MINERAL LEASES AND BILL OF SALE

MF116797

MF116798

MF116961-A

MF116962 exp

MF117683 Term

pend

STATE OF TEXAS

§

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF DALLAS

§

Assignee

THIS ASSIGNMENT OF OIL, GAS, AND MINERAL LEASES AND BILL OF SALE ("Assignment") is made and entered into effective as of 7:00 a.m. Central Standard Time on the 13th day of January 2016 ("Effective Date"), by and between Bellomy Exploration, LLC, whose address is 1700 Pacific Avenue, Suite 2220, Dallas, Texas 75201, hereinafter referred to as "Assignee," and Arkoma Drilling, LP whose address is 5950 Berkshire Ln., Suite 1400, Dallas, Texas, 75225, hereinafter called "Assignor."

eff 1-13-16

NOW THEREFORE, for One Hundred Dollars (\$100.00) and other good and valuable consideration, including the covenants and obligations of Assignee described herein, the receipt and sufficiency of which are hereby acknowledged, Assignor does by these presents QUIT CLAIM, GRANT, RELEASE, AND CONVEY unto Assignee effective as of the Effective Date, four percent (4%) of Assignor's rights, title and interest, if any, in and to the following:

4%

(A) All of Assignor's right, title, and interest in and to the oil, gas, and mineral leases described and limited on Exhibit "A" attached hereto and made a part hereof (the "Leases");

(B) All of Assignor's right, title, and interest in and to all contracts, permits, licenses, easements, and other agreements relating to the Leases including, without limitation, the following: surface leases, operating agreements, oil, gas and condensate purchase and sale agreements, processing, exchange, gathering, compression and transportation agreements; partnership, joint venture, farmout, farmin, dry hole, bottom hole, acreage contribution, purchase and acquisition agreements; area of mutual interest agreements; salt water disposal agreements, servicing contracts, easements, surface use and/or right-of-way agreements; and unitization, communitization or pooling agreements, declarations or government orders relating to pooling or unitization ("Contracts"); and

(C) All of Assignor's interest, if any, in any oil and gas wells located on the Leases, fixtures, equipment, personal property, gas gathering or processing systems or pipelines, and all other fixtures and improvements appurtenant to the Leases as of the Effective Date ("Wells").

Notwithstanding any limitation in the foregoing or in Exhibit "A", this Assignment is intended to convey and does hereby convey unto Assignee four percent (4%) of Assignor's right, title and interest, if any, in and to the Leases, Contracts, and Wells (collectively "Properties").

TO HAVE AND TO HOLD the interests assigned unto Assignee, its successors and assigns, subject to the following terms and conditions:

THIS CONVEYANCE IS MADE WITHOUT ANY WARRANTY OR COVENANT OF TITLE WHATSOEVER, EXPRESS OR IMPLIED, EVEN TO THE RETURN OF ANY FUNDS PAID UNDER THE TERMS OF THIS ASSIGNMENT.

THE PARTIES AGREE THAT, TO THE EXTENT REQUIRED TO BE OPERATIVE, THE DISCLAIMERS OF CERTAIN WARRANTIES CONTAINED IN THIS SECTION ARE "CONSPICUOUS"



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2025

DISCLAIMERS FOR THE PURPOSES OF ANY APPLICABLE LAW, RULE, OR ORDER.

Assignee agrees to comply with all applicable laws, rules, regulations and orders with respect to the ownership of the Properties and operations connected therewith including, where applicable, laws, rules, and regulations governing the plugging of wells.

To the extent permitted by law, Assignee shall be subrogated to Assignor's rights in and to representations, warranties, and covenants given with respect to the Properties. Assignor hereby grants and transfers to Assignee, its successors, and assigns, to the extent so transferable and permitted by law, the benefit of and the right to enforce the covenants, representations, and warranties, if any, which Assignor is entitled to enforce with respect to the Properties, but only to the extent not enforced by Assignor.

TO HAVE AND TO HOLD the Properties unto Assignee, its successors and assigns, forever.

This Assignment may be executed in any number of counterparts, each of which shall be binding upon the party or parties so signing. The signature pages and the notarial acknowledgments of the counterparts may be combined with the original hereof and recorded as one instrument.

This Assignment shall bind and inure to the benefit of the parties and their successors and assigns.

(Signature and acknowledgement pages follow)



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IN WITNESS WHEREOF, the parties have executed this Assignment effective as of the Effective Date written above.

ASSIGNOR:

ARKOMA DRILLING, LP

By: _____

Name: Michael V. McCoy

Title: Assistant Secretary

ACKNOWLEDGEMENT

STATE OF TEXAS

§

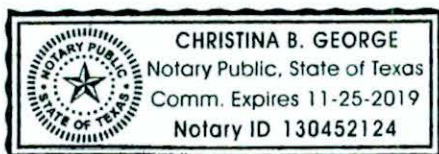
COUNTY OF DALLAS

§

§

BEFORE ME on this the 14th day of June 2016, the undersigned, a Notary Public in and for the county and state aforesaid, came Michael V. McCoy, as Assistant Secretary of Arkoma Drilling, LP, who executed the above and foregoing document in said capacity, and acknowledged that he executed the same as his free act and deed.

IN TESTIMONY WHEREOF, I have hereto set my hand and affixed my notarial seal the day and year last above written.



Notary Public

My appointment expires: 11/25/19



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*Attached to and made part of that certain
Assignment of Oil, Gas and Mineral Leases and Bill of Sale,
effective as of January 6, 2016,
by and between
Bellomy Exploration, LLC, as Assignee
and
Arkoma Drilling, LP, as Assignor*

See the three (3) attached pages containing Lessor, Lessee, County, Instrument No., Volume, Page, and Legal Description for each lease conveyed by this Assignment

A 5x5 grid of dots forming a stylized letter 'A'. The top row has 4 dots, the second row has 4 dots, the third row has 3 dots, the fourth row has 3 dots, and the bottom row has 4 dots.

Assignment of Oil, Gas and Mineral Leases and Bill of Sale



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Lessor	Lessee	County	Instrument No.	Volume	Page	Legal
Williams Family Trust u/d 12/18/2006	The Bellomy Group, LLC	Loving	2015-1085	N/A	N/A	Tract 8, being SE/2 of S/4 of E/4 of Section 3, Block 2, W&NW Survey
McGary Living Trust - SPH, Brian McGary Trustee, Bank of America, N.A., Agent	The Bellomy Group, LLC	Loving	2014-2611	N/A	N/A	A tract of land out of Section 92, Block 1, A-437, W&NW Survey
McGary Family Trust- Kelly Separate Property, Kelly McGary, Trustee, Bank of America N.A., Agent	The Bellomy Group, LLC	Loving	2014-2610	N/A	N/A	A tract of land out of Section 92, Block 1, A-437, W&NW Survey
Mary Jane McGary, a feme sole, Bank of America, N.A., Agent	The Bellomy Group, LLC	Loving	2014-2609	N/A	N/A	A tract of land out of Section 92, Block 1, A-437, W&NW Survey
Desert Partners V LP	The Bellomy Group, LLC	Loving	2015-0969	N/A	N/A	SE 80 acres of the NE 3/8 of Section 78, Block 33, H&TC Survey
Daltex Munn Associates	The Bellomy Group, LLC	Loving	2014-2333	N/A	N/A	Tracts 15, 16, 17, 18, 19 of Section 85, Block 33, H&TC Survey
Fairway Oil & Gas Company	The Bellomy Group, LLC	Loving	2015-1645	N/A	N/A	Lots 11-14, 20-23, 44-55 of Section 85, Block 33, H&TC Survey
Camellia Land LLC	The Bellomy Group, LLC	Loving	2014-2332	N/A	N/A	40 acres of land in Section 43, Block 53 T-2S, T&P Survey, beginning at a point on the South line located 1320 feet from West line, thence North 660 feet to a point, Thence East 2640 feet to a point, Thence South 660 feet to a point, Thence West 2640 feet to a place of beginning.
Hayes Land & Production LP	The Bellomy Group, LLC	Loving	2014-2331	N/A	N/A	40 acres of land in Section 43, Block 53 T-2S, T&P Survey, beginning at a point on the South line located 1320 feet from West line, thence North 660 feet to a point, Thence East 2640 feet to a point, Thence South 660 feet to a point, Thence West 2640 feet to a place of beginning.
Desert Partners V LP	The Bellomy Group, LLC	Loving	2015-2473	N/A	N/A	N/2 of Section 10, Block 55 T-2S, T&P Survey
Black Stone Minerals Company, L.P., et al	Pivotal Delaware Basin, LP	Loving	2014-446	N/A	N/A	Section 24, Block C-26, PSL from 100' below the Atoka Formation and Section 15, Block C-26, PSL
Mary Jane McGary, a feme sole, Bank of America, N.A., Agent	The Bellomy Group, LLC	Reeves	N/A	1128	377	N/4 of Section 150, Block 1, H&TC Survey
McGary Living Trust - SPH, Brian McGary Trustee, Bank of America, N.A., Agent	The Bellomy Group, LLC	Reeves	N/A	1128	373	N/4 of Section 150, Block 1, H&TC Survey
McGary Family Trust- Kelly Separate Property, Kelly McGary, Trustee, Bank of America N.A., Agent	The Bellomy Group, LLC	Reeves	N/A	1128	367	N/4 of Section 150, Block 1, H&TC Survey
McGary Living Trust - SPH, Brian McGary Trustee, Bank of America, N.A., Agent	The Bellomy Group, LLC	Reeves	N/A	1121	488	Subdivision 1 and E/4 of Subdivision 2 of Section 7, Block 2, H&GN Survey
McGary Family Trust- Kelly Separate Property, Kelly McGary, Trustee, Bank of America N.A., Agent	The Bellomy Group, LLC	Reeves	N/A	1121	476	Subdivision 1 and E/4 of Subdivision 2 of Section 7, Block 2, H&GN Survey
Mary Jane McGary, a feme sole, Bank of America, N.A., Agent	The Bellomy Group, LLC	Reeves	N/A	1121	482	Subdivision 1 and E/4 of Subdivision 2 of Section 7, Block 2, H&GN Survey
Black Stone Minerals Company, L.P.	Pivotal Delaware Basin, LP	Reeves	N/A	1061	199	Section 10, Block 2, H&GN Survey
Fairway Oil & Gas Company	The Bellomy Group, LLC	Reeves	N/A	1160	307	N/2 and SE/4, NW/4 of SW/4, S/2 of SW/4, NE/4 of SW/4 of Section 13, Block 2, H&GN Survey
McGary Living Trust - SPH, Brian McGary Trustee, Bank of America, N.A., Agent	The Bellomy Group, LLC	Reeves	N/A	1128	379	S/2 of West 480 acres of Section 25, Block 2, H&GN Survey
Mary Jane McGary, a feme sole, Bank of America, N.A., Agent	The Bellomy Group, LLC	Reeves	N/A	1128	381	S/2 of West 480 acres of Section 25, Block 2, H&GN Survey
McGary Family Trust- Kelly Separate Property, Kelly McGary, Trustee, Bank of America N.A., Agent	The Bellomy Group, LLC	Reeves	N/A	1128	383	S/2 of West 480 acres of Section 25, Block 2, H&GN Survey
Daltex Munn Associates	The Bellomy Group, LLC	Reeves	N/A	1121	556	W/2 NW/4 of Section 25, Block 2, H&GN Survey
Fairway Oil & Gas Company	The Bellomy Group, LLC	Reeves	N/A	1160	338	West 480 acres of Section 25, Block 2, H&GN Survey
Fairway Oil & Gas Company	The Bellomy Group, LLC	Reeves	N/A	1160	349	All of Section 27, Block 2, H&GN Survey
McGary Living Trust - SPH, Brian McGary Trustee, Bank of America, N.A., Agent	The Bellomy Group, LLC	Reeves	N/A	1121	612	N/2, N/2 SE/4, SE/4 SE/4 of Section 28, Block 2, H&GN Survey
Mary Jane McGary, a feme sole, Bank of America, N.A., Agent	The Bellomy Group, LLC	Reeves	N/A	1121	608	N/2, N/2 SE/4, SE/4 SE/4 of Section 28, Block 2, H&GN Survey
McGary Family Trust- Kelly Separate Property, Kelly McGary, Trustee, Bank of America N.A., Agent	The Bellomy Group, LLC	Reeves	N/A	1121	618	N/2, N/2 SE/4, SE/4 SE/4 of Section 28, Block 2, H&GN Survey
McGary Family Trust- Kelly Separate Property, Kelly McGary, Trustee, Bank of America N.A., Agent	The Bellomy Group, LLC	Reeves	N/A	1138	88	Lots 8,9,10,11,13,14,15,16,17; E/2 Lot 6; E/2, SW/4 E/2 NW/4, SW/4 NW/4 Lot 7 of Section 31, Block 2, H&GN Survey
McGary Living Trust - SPH, Brian McGary Trustee, Bank of America, N.A., Agent	The Bellomy Group, LLC	Reeves	N/A	1138	90	Lots 8,9,10,11,13,14,15,16,17; E/2 Lot 6; E/2, SW/4 E/2 NW/4, SW/4 NW/4 Lot 7 of Section 31, Block 2, H&GN Survey
Mary Jane McGary, a feme sole, Bank of America, N.A., Agent	The Bellomy Group, LLC	Reeves	N/A	1138	92	Lots 8,9,10,11,13,14,15,16,17; E/2 Lot 6; E/2, SW/4 E/2 NW/4, SW/4 NW/4 Lot 7 of Section 31, Block 2, H&GN Survey



Lessor	Lessee	County	Instrument No.	Volume	Page	Legal
McGary Family Trust- Kelly Separate Property, Kelly McGary, Trustee, Bank of America N.A., Agent	The Bellomy Group, LLC	Reeves	N/A	1121	616	NW/4, NW/4 NE/4 of Section 34, Block 2, H&GN Survey
Mary Jane McGary, a feme sole, Bank of America, N.A., Agent	The Bellomy Group, LLC	Reeves	N/A	1121	610	NW/4, NW/4 NE/4 of Section 34, Block 2, H&GN Survey
McGary Living Trust - SPH, Brian McGary Trustee, Bank of America, N.A., Agent	The Bellomy Group, LLC	Reeves	N/A	1121	614	NW/4, NW/4 NE/4 of Section 34, Block 2, H&GN Survey
McGary Living Trust - SPH, Brian McGary Trustee, Bank of America, N.A., Agent	The Bellomy Group, LLC	Reeves	N/A	1128	385	E/2 E/2 E/2 of Section 38, Block 2, H&GN Survey
McGary Family Trust- Kelly Separate Property, Kelly McGary, Trustee, Bank of America N.A., Agent	The Bellomy Group, LLC	Reeves	N/A	1128	387	E/2 E/2 E/2 of Section 38, Block 2, H&GN Survey
Mary Jane McGary, a feme sole, Bank of America, N.A., Agent	The Bellomy Group, LLC	Reeves	N/A	1128	389	E/2 E/2 E/2 of Section 38, Block 2, H&GN Survey
McGary Family Trust- Kelly Separate Property, Kelly McGary, Trustee, Bank of America N.A., Agent	The Bellomy Group, LLC	Reeves	N/A	1121	512	Lot 7 of Block 6 and all of Blocks 4 and 12 of Section 265, Block 13, H&GN Survey
Mary Jane McGary, a feme sole, Bank of America, N.A., Agent	The Bellomy Group, LLC	Reeves	N/A	1121	518	Lot 7 of Block 6 and all of Blocks 4 and 12 of Section 265, Block 13, H&GN Survey
McGary Living Trust - SPH, Brian McGary Trustee, Bank of America, N.A., Agent	The Bellomy Group, LLC	Reeves	N/A	1121	524	Lot 7 of Block 6 and all of Blocks 4 and 12 of Section 265, Block 13, H&GN Survey
Mary Jane McGary, a feme sole, Bank of America, N.A., Agent	The Bellomy Group, LLC	Reeves	N/A	1121	530	All of Blocks 4,5,10; Lots 7 and 8 of Block 3; Lot 4 of Block 9; Lots 1 and 2 and Block 16 all of Section 266, Block 13, H&GN Survey
McGary Family Trust- Kelly Separate Property, Kelly McGary, Trustee, Bank of America N.A., Agent	The Bellomy Group, LLC	Reeves	N/A	1121	536	All of Blocks 4,5,10; Lots 7 and 8 of Block 3; Lot 4 of Block 9; Lots 1 and 2 and Block 16 all of Section 266, Block 13, H&GN Survey
McGary Living Trust - SPH, Brian McGary Trustee, Bank of America, N.A., Agent	The Bellomy Group, LLC	Reeves	N/A	1121	542	All of Blocks 4,5,10; Lots 7 and 8 of Block 3; Lot 4 of Block 9; Lots 1 and 2 and Block 16 all of Section 266, Block 13, H&GN Survey
McGary Family Trust- Kelly Separate Property, Kelly McGary, Trustee, Bank of America N.A., Agent	The Bellomy Group, LLC	Reeves	N/A	1121	494	All of Blocks 1 and 2 of Section 270, Block 13, H&GN Survey
Mary Jane McGary, a feme sole, Bank of America, N.A., Agent	The Bellomy Group, LLC	Reeves	N/A	1121	500	All of Blocks 1 and 2 of Section 270, Block 13, H&GN Survey
McGary Living Trust - SPH, Brian McGary Trustee, Bank of America, N.A., Agent	The Bellomy Group, LLC	Reeves	N/A	1121	506	All of Blocks 1 and 2 of Section 270, Block 13, H&GN Survey
Criswell C. Gonzalez Mineral Trust, Bank of America N.A., Trustee	The Bellomy Group, LLC	Reeves	N/A	1101	785	All of Section 301, Block 13, H&GN Survey
McGary Family Trust- Kelly Separate Property, Kelly McGary, Trustee, Bank of America N.A., Agent	The Bellomy Group, LLC	Reeves	N/A	1128	369	All of Section 310, Block 13, H&TC Survey
McGary Living Trust - SPH, Brian McGary Trustee, Bank of America, N.A., Agent	The Bellomy Group, LLC	Reeves	N/A	1128	371	All of Section 310, Block 13, H&TC Survey
Mary Jane McGary, a feme sole, Bank of America, N.A., Agent	The Bellomy Group, LLC	Reeves	N/A	1128	375	All of Section 310, Block 13, H&TC Survey
Brad Bennett & Ernest Armstrong	The Bellomy Group, LLC	Reeves	N/A	1121	567	NE/4 NW/4 & NW/4 NE/4 of Section 40, Block 59, PSL
Marrow Harrison Interests, LLC (MINERAL FILE #116961)	The Bellomy Group, LLC	Reeves	N/A	1098	699	N/2 SE/4 of Section 6, Block 53 T-4, T&P Survey
M. Brad Bennett (MINERAL FILE #117683)	The Bellomy Group, LLC	Reeves	N/A	1160	288	The Southeast Quarter (SE/4) of the Southeast Quarter (SE/4), known as tracts 45, 46, 59, and 60 of Section 8, Block 55 T-4, T&P Survey
Harry S. Hunt	The Bellomy Group, LLC	Reeves	N/A	1138	73	N/2 NE/4 and SW/4 NE/4 of Section of 14, Block 55 T-5, T&P Survey
Nano Kelley Scherrieb	The Bellomy Group, LLC	Reeves	N/A	1138	69	N/2 NE/4 and SW/4 NE/4 of Section of 14, Block 55 T-5, T&P Survey
James Grover Kelley	The Bellomy Group, LLC	Reeves	N/A	1138	70	N/2 NE/4 and SW/4 NE/4 of Section of 14, Block 55 T-5, T&P Survey
The Allar Co. (MINERAL FILE #116962)	The Bellomy Group, LLC	Reeves	N/A	1086	39	E/2 of the E/2 of Section 28, Block 57 T2, T&P Survey
Yakka II, LLC (MINERAL FILE #116797)	The Bellomy Group, LLC	Reeves	N/A	1082	537	All of Section 44, Block 57 T3, T&P Survey
Yakka II, LLC (MINERAL FILE #116798)	The Bellomy Group, LLC	Reeves	N/A	1082	546	All of Section 46, Block 57 T3, T&P Survey
Camellia Land LLC	The Bellomy Group, LLC	Reeves	N/A	1128	348	70.00 acres, being Subdivision Nos. 9, 10, 24-28 & 110.00 acres, being Subdivision Nos. 1, 11-12, 14-15, 20, 37, 50, 52-53, and 63 in Section 7, Block C-20, PSL
Desert Partners IV, LP	The Bellomy Group, LLC	Reeves	N/A	1141	183	Tract No. 30, Section 7, Block C-20, PSL

Exhibit A

Assignment of Oil, Gas and Mineral Leases and Bill of Sale



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Lessor	Lessee	County	Instrument No.	Volume	Page	Legal
Lambert Land Company LLC	The Bellomy Group, LLC	Reeves	N/A	1141	188	Tract No. 30, Section 7, Block C-20, PSL
McGary Living Trust - SPH, Brian McGary Trustee, Bank of America, N.A., Agent	NH Operating, LLC	Reeves	N/A	1076	770	SW/4 SW/4, W/2 SE/4 SW/4 of Section 9, Block C-20, PSL
McGary Family Trust- Kelly Separate Property, Kelly McGary, Trustee, Bank of America N.A., Agent	NH Operating, LLC	Reeves	N/A	1076	772	SW/4 SW/4, W/2 SE/4 SW/4 of Section 9, Block C-20, PSL
Mary Jane McGary, a feme sole, Bank of America, N.A., Agent	NH Operating, LLC	Reeves	N/A	1076	774	SW/4 SW/4, W/2 SE/4 SW/4 of Section 9, Block C-20, PSL
NH Operating, LLC	The Bellomy Group, LLC	Reeves	N/A	1143	771	Assignment of all right, title, and interest in 1076/770, 1076/772, and 1076/774
The Northern Trust Company as Agent for Basin 16, LLC; The Northern Trust Company as Agent for Bidwell Minerals, LLC; The Northern Trust Company, as Trustee for Sara Zoller's Separate Property Trust dated 7/31/1977, as restated 8/31/2001, as amended 5/4/2006; The Northern Trust Company as Sole Trustee for Julia Zoller Edwards Living Trust dated 7/31/1987, as amended 12/4/2007; The Northern Trust Company, as Agent for Mica Resources, LLC	The Bellomy Group, LLC	Ward	N/A	1007	61	All of Section 58, Block 33, H&TC Survey
The Northern Trust Company as Agent for Basin 16, LLC; The Northern Trust Company as Agent for Bidwell Minerals, LLC; The Northern Trust Company, as Trustee for Sara Zoller's Separate Property Trust dated 7/31/1977, as restated 8/31/2001, as amended 5/4/2006; The Northern Trust Company as Sole Trustee for Julia Zoller Edwards Living Trust dated 7/31/1987, as amended 12/4/2007; The Northern Trust Company, as Agent for Mica Resources, LLC	The Bellomy Group, LLC	Ward	N/A	1007	61	All of Section 74, Block 34, H&TC Survey
Royalty Clearinghouse Partnership	The Bellomy Group, LLC	Ward	N/A	967	759	All of Section 99, Block 34, H&TC Survey
Meadows Foundation, Inc.	The Bellomy Group, LLC	Ward	N/A	967	755	All of Section 99, Block 34, H&TC Survey
Black Stone Minerals Company LP	Pivotal Delaware Basin, LP	Ward	N/A	996	735	N/4 of Section 104, Block 34, H&TC Survey, Section 164, Block 34, H&TC Survey, NE/4 of Section 189, Block 34, H&TC Survey, and W/4 of Section 123, Block 34, H&TC Survey
Trustee of the Weaver Line of Descent Trust	The Bellomy Group, LLC	Ward	N/A	980	263	All of Section 109, Block 34, H&TC Survey, save and except 0-6910'
Weaver Line of Descent Trust FBO Barbara Weaver	The Bellomy Group, LLC	Ward	N/A	966	35	All of Section 109, Block 34, H&TC Survey, save and except 0-8500'
Windom Royalties LLC, Compass Royalty Management LLC	The Bellomy Group, LLC	Ward	N/A	1040	465	Tracts 92-95, Section 135, Block 34, H&TC Survey
Rivercrest Royalties LLC	The Bellomy Group, LLC	Ward	N/A	1040	453	Tracts 92-95, Section 135, Block 34, H&TC Survey
Bandera Minerals III, LLC	The Bellomy Group, LLC	Ward	N/A	1012	471	Tracts 43, 52, 53, Section 135, Block 34, H&TC Survey
Magnolia Royalty Company Inc.	The Bellomy Group, LLC	Ward	N/A	1014	476	Tracts 43, 52, 53, Section 135, Block 34, H&TC Survey
Sammo LLC	The Bellomy Group, LLC	Ward	N/A	1049	674	80.00 acres of land, more or less, being the Southwest Half of the North Quarter of Section 166, Block 34, H&TC RR Co. Survey
Walking O, LP	The Bellomy Group, LLC	Ward/Loving	N/A	1012	466	All of Section 33, Block 1, W&NW Survey
Mary Jane McGary, a feme sole, Bank of America, N.A., Agent	The Bellomy Group, LLC	Ward/Loving	2014-1996	1020	381	All of Section 33, Block 1, W&NW Survey
McGary Living Trust - SPH, Brian McGary Trustee, Bank of America, N.A., Agent	The Bellomy Group, LLC	Ward/Loving	2014-1997	1020	387	All of Section 33, Block 1, W&NW Survey
McGary Family Trust- Kelly Separate Property, Kelly McGary, Trustee, Bank of America N.A., Agent	The Bellomy Group, LLC	Ward/Loving	2014-1995	1020	375	All of Section 33, Block 1, W&NW Survey
Albert G. Talbot, Jr. aka Toby Talbot	The Bellomy Group, LLC	Ward	N/A	1035	328	E/4 of Section 107, Block 34, H&TC Survey

END EXHIBIT A

Exhibit A

Assignment of Oil, Gas and Mineral Leases and Bill of Sale



TRUE & CORRECT
COPY OF
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REEVES COUNTY
CLERKS OFFICE

1234567890

THIS 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
the original filed in my office this _____ day of _____, 2016.
Attest my hand and the Seal of the County Court at _____, Texas.
Dianne O. Florez, County Clerk
TO CERTIFY WHICH, WITNESSES MY HAND AND SEAL OF THE COUNTY COURT, TEXAS
THIS _____ DAY OF _____, 2016.
TRUE & CORRECT
COPY OF
ORIGINAL FILED IN
REEVES COUNTY
CLERKS OFFICE



Inst No. 16-07834
DIANNE O. FLOREZ
COUNTY CLERK
2016 Jun 27 at 03:14 PM
REEVES COUNTY, TEXAS
By: BA Brittony Alcala DEPUTY

7

File No. MF 116797
Assign # 9806 Dallas County
From Arkoma to Bellomy
Date Filed: 9/20/16
George P. Bush, Commissioner
By AT

1008.000

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

1008.000 filed for record in my office this 18-27-16 day of June at 2:14 PM, under Clerk's File No. 16-07834, to be recorded in the

Records of Reeves County, Texas.

TO CERTIFY WHICH, Witness my hand and official seal at Pecos, Texas this 27th day of June, 20 16.

By Mary Clark, Deputy, DIANNE O. FLORES, COUNTY CLERK
REEVES COUNTY, TEXAS

1008.000

Joy McCauley

From: Browne, Broderick <Broderick.Browne@bhpbilliton.com>
Sent: Thursday, January 12, 2017 9:42 AM
To: Joy McCauley
Subject: RE: State Whiteacre and State Blake

Hi Joy,

As discussed, BHP is under the impression that both leases under MF116797 and MF116798 are invalid. BHP's predecessor, Petrohawk, effectively leased this surface interest from Jimmie J. McAdams in 2012 (MF113642X). Below is a screen shot of the title opinion requirement that addresses the Bellomy leases:

20.

The Bellomy Group, LLC Leases

The Materials Examined contain L4 discussed above from Jimmie J. McAdams to Petrohawk Properties, LP covering all of the Subject Land. Subsequently, on January 24, 2014, Jimmie J. McAdams conveyed all of his right, title and interest to Yakka II, LLC (OPR 1052/149). On June 9, 2014, Yakka, II executed two leases to The Bellomy Group, LLC covering the entirety of both Sections 44 and 46, being the Subject Land and lands not under examination herein (OPR 1082/546 and 1082/537) ("Bellomy Leases"). On June 30, 2014, The Bellomy Group, LLC conveyed 90% of its leasehold interest to Pivotal Delaware Basin, LP (OPR 1095/575). The interest of Yakka II, LLC was leased prior to the Bellomy Leases, so we have given no credit to these leases.

REQUIREMENT:

None, advisory only.

Please let me know if I can provide any additional information.

Thank you,

Broderick Browne
Associate Landman



BHP Billiton Petroleum
1360 Post Oak Blvd
Houston, TX 77056
Office: 713-871-2233
Cell: 832-627-9604

From: Joy McCauley [mailto:Joy.McCauley@GLO.TEXAS.GOV]
Sent: Thursday, January 12, 2017 9:25 AM

68

File No. M-116797

County

E-mail From BHP

Date Filed: 1/12/17

George P. Bush, Commissioner

By [Signature]

Reeves Co.

TD 7037
M/F 116797
M/F 116798
16-00377 M/F 116962
FILED FOR RECORD 117683.3
REEVES COUNTY, TEXAS
Jan 13, 2016 at 03:26:00 PM

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

ASSIGNMENT OF OIL, GAS, AND MINERAL LEASES AND BILL OF SALE

STATE OF TEXAS

§

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF DALLAS

§

§

THIS ASSIGNMENT OF OIL, GAS, AND MINERAL LEASES AND BILL OF SALE ("Assignment") is made and entered as of the date listed in the notary block below, but is effective as of 7:00 a.m. Central Standard Time on the 12th day of January 2016 ("Effective Date"), by and between The Bellomy Group, LLC, whose address is 1700 Pacific Avenue, Suite 2220, Dallas, Texas 75201, hereinafter referred to as "Assignor," and Arkoma Drilling, LP whose address is 5950 Berkshire Ln., Suite 1400, Dallas, Texas, 75225, hereinafter called "Assignee."

NOW THEREFORE, for One Hundred Dollars (\$100.00) and other good and valuable consideration, including the covenants and obligations of Assignee described herein, the receipt and sufficiency of which are hereby acknowledged, Assignor does by these presents QUIT CLAIM, GRANT, RELEASE, AND CONVEY unto Assignee effective as of the Effective Date, all of Assignor's rights, title and interest, if any, in and to the following:

(A) All of Assignor's right, title, and interest in and to the oil, gas, and mineral leases described and limited on Exhibit "A" attached hereto and made a part hereof (the "Leases");

(B) All of Assignor's right, title, and interest in and to all contracts, permits, licenses, easements, and other agreements relating to the Leases including, without limitation, the following: surface leases, operating agreements, oil, gas and condensate purchase and sale agreements, processing, exchange, gathering, compression and transportation agreements; partnership, joint venture, farmout, farmin, dry hole, bottom hole, acreage contribution, purchase and acquisition agreements; area of mutual interest agreements; salt water disposal agreements, servicing contracts, easements, surface use and/or right-of-way agreements; and unitization, communitization or pooling agreements, declarations or government orders relating to pooling or unitization ("Contracts"); and

(C) All of Assignor's interest, if any, in any oil and gas wells located on the Leases, fixtures, equipment, personal property, gas gathering or processing systems or pipelines, and all other fixtures and improvements appurtenant to the Leases as of the Effective Date ("Wells").

Notwithstanding any limitation in the foregoing or in Exhibit "A", this Assignment is intended to convey and does hereby convey unto Assignee all of Assignor's right, title and interest, if any, in and to the Leases, Contracts, and Wells (collectively "Properties").

TO HAVE AND TO HOLD the interests assigned unto Assignee, its successors and assigns, subject to the following terms and conditions:

THIS CONVEYANCE IS MADE WITHOUT ANY WARRANTY OR COVENANT OF TITLE WHATSOEVER, EXPRESS OR IMPLIED, EVEN TO THE RETURN OF ANY FUNDS PAID UNDER THE TERMS OF THIS ASSIGNMENT.

ASSIGNEE HAS INSPECTED, OR WAIVED ITS RIGHT TO INSPECT, THE PROPERTIES

FOR ALL PURPOSES AND SATISFIED ITSELF AS TO THEIR PHYSICAL AND ENVIRONMENTAL CONDITION, BOTH SURFACE AND SUBSURFACE, INCLUDING BUT NOT LIMITED TO CONDITIONS SPECIFICALLY RELATED TO THE PRESENCE, RELEASE, OR DISPOSAL OF HAZARDOUS SUBSTANCES, SOLID WASTES, ASBESTOS, AND OTHER MAN MADE MATERIAL FIBERS (COLLECTIVELY, "MMMF"), OR NATURALLY OCCURRING RADIOACTIVE MATERIALS ("NORM"). ASSIGNEE IS RELYING UPON ITS OWN INSPECTION OF THE PROPERTIES, AND ASSIGNEE HEREBY ACCEPTS ALL OF THE SAME IN THEIR "AS IS, WHERE IS" CONDITION WITH ALL FAULTS. ASSIGNOR DISCLAIMS ALL LIABILITY ARISING IN CONNECTION WITH THE PRESENCE OF NORM OR MMMF ON THE PROPERTIES AND, IF TESTS HAVE BEEN CONDUCTED BY ASSIGNOR FOR THE PRESENCE OF NORM OR MMMF, ASSIGNOR DISCLAIMS ANY WARRANTY RESPECTING THE ACCURACY OF SUCH TESTS OR RESULTS. IN ADDITION, ASSIGNOR AND ITS REPRESENTATIVES MAKE NO WARRANTY OR REPRESENTATION, EXPRESS OR IMPLIED, AS TO THE ACCURACY OR COMPLETENESS OF ANY DATA, INFORMATION, OR MATERIALS HERETOFORE OR HEREAFTER FURNISHED ASSIGNEE IN CONNECTION WITH THE PROPERTIES OR AS TO THE QUALITY OR QUANTITY OF OIL, GAS, AND OTHER HYDROCARBON RESERVES (IF ANY) ATTRIBUTABLE TO THE PROPERTIES OR THE ABILITY OF THE PROPERTIES TO PRODUCE OIL, GAS, AND OTHER HYDROCARBONS. ANY AND ALL SUCH DATA, INFORMATION, AND OTHER MATERIALS FURNISHED BY ASSIGNOR AND ITS REPRESENTATIVES WAS PROVIDED TO ASSIGNEE AS A CONVENIENCE AND ANY RELIANCE ON OR USE OF THE SAME HAS BEEN AND SHALL BE AT ASSIGNEE'S SOLE RISK. ASSIGNOR SHALL HAVE NO LIABILITY TO ASSIGNEE FOR ANY CLAIMS, LOSS, OR DAMAGE CAUSED OR ALLEGED TO BE CAUSED DIRECTLY OR INDIRECTLY, INCIDENTALLY OR CONSEQUENTIALLY, BY THE PROPERTIES, BY ANY INADEQUACY THEREOF OR THEREWITH, ARISING IN STRICT LIABILITY OR OTHERWISE, OR IN ANY WAY RELATED TO OR ARISING OUT OF THIS ASSIGNMENT. ASSIGNOR MAKES NO EXPRESS, AND DISCLAIMS ALL IMPLIED, WARRANTIES OF ANY KIND, INCLUDING THOSE OF TITLE, MERCHANTABILITY, AND FITNESS FOR A PARTICULAR PURPOSE WITH RESPECT TO THE PROPERTIES AND EXPRESSLY DISCLAIMS ANY WARRANTIES WITH RESPECT THERETO. ASSIGNEE ACKNOWLEDGES THAT THIS EXPRESS DISCLAIMER AND WAIVER SHALL BE CONSIDERED A MATERIAL AND INTEGRAL PART OF THIS TRANSACTION AND THE CONSIDERATION THEREOF; AND ACKNOWLEDGES THAT THIS DISCLAIMER AND WAIVER HAS BEEN BROUGHT TO THE ATTENTION OF ASSIGNEE AND EXPLAINED IN DETAIL AND THAT ASSIGNEE HAS VOLUNTARILY AND KNOWINGLY CONSENTED TO THIS DISCLAIMER AND WAIVER.

THE PARTIES AGREE THAT, TO THE EXTENT REQUIRED TO BE OPERATIVE, THE DISCLAIMERS OF CERTAIN WARRANTIES CONTAINED IN THIS SECTION ARE "CONSPICUOUS" DISCLAIMERS FOR THE PURPOSES OF ANY APPLICABLE LAW, RULE, OR ORDER.

Assignor retains and reserves unto itself, on a lease-by-lease basis, an overriding royalty interest equal to the positive difference between 25% and all lease burdens existing on the Effective Date (including, but not limited to, landowners' royalty, existing overriding royalties, production payments and net profits interest). Said overriding royalty interest is subject to proportionate reduction on a tract-by-tract basis to the extent that a lease assigned hereunder covers less than the entire oil and gas mineral estate. Said reserved overriding royalty interest is also subject to its proportionate share of severance taxes. However, the reserved overriding royalty shall not be subject to any costs or expenses associated with exploring, producing, completing, compressing, treating, developing, processing, marketing, transporting, drilling or operations on the Properties.

Assignee agrees to comply with all applicable laws, rules, regulations and orders with respect to the ownership of the Properties and operations connected therewith including, where applicable, laws, rules, and regulations governing the plugging of wells.

Assignee hereby agrees (a) to assume, and to timely pay and perform, all duties, obligations, and liabilities relating to the ownership and/or operation of the Properties after the Effective Date (including, without limitation, those arising under the Leases and other contracts and agreements which make up a part of the Properties), and (b) to INDEMNIFY AND HOLD ASSIGNOR (AND THE AFFILIATES OF ASSIGNOR, AND THE RESPECTIVE PARTNERS, DIRECTORS, MEMBERS, MANAGERS, OFFICERS, EMPLOYEES, ATTORNEYS, CONTRACTORS, SUBCONTRACTORS AND AGENTS OF SUCH AFFILIATES AND ASSIGNOR) HARMLESS FROM AND AGAINST ANY AND ALL CLAIMS, ACTIONS, CAUSES OF ACTION, LIABILITIES, DAMAGES, LOSSES, COSTS, OR EXPENSES (INCLUDING, WITHOUT LIMITATION, COURT COSTS AND ATTORNEYS' FEES) OF ANY KIND OR CHARACTER ARISING OUT OF OR OTHERWISE RELATING TO THE OWNERSHIP AND/OR OPERATION OF THE PROPERTIES AFTER THE EFFECTIVE DATE. In connection with (but not in limitation of) the foregoing, it is specifically understood and agreed that such duties, obligations, and liabilities arising out of or otherwise relating to the ownership and/or operation of the Properties after the Effective Date shall (notwithstanding anything herein appearing to be to the contrary) be deemed to include all matters arising out of the condition of the Properties on the Effective Date (including, without limitation, within such matters all obligations to properly plug and abandon, or replug and re-abandon, wells located on the Properties, to restore the surface of the Properties, and to comply with, or to bring the Properties into compliance with, applicable environmental laws, rules, regulations, and orders, including conducting any remediation activities which may be required on or otherwise in connection with activities on the Properties), regardless of whether such condition or the events giving rise to such condition arose or occurred before or after the Effective Date, and the assumptions and indemnifications by Assignee provided for in the first sentence of this paragraph shall expressly cover and include such matters. THE FOREGOING ASSUMPTIONS AND INDEMNIFICATIONS SHALL APPLY WHETHER OR NOT SUCH DUTIES, OBLIGATIONS, OR LIABILITIES, OR SUCH CLAIMS, ACTIONS, CAUSES OF ACTION, LIABILITIES, DAMAGES, LOSSES, COSTS, OR EXPENSES ARISE OUT OF (i) NEGLIGENCE (INCLUDING SOLE NEGLIGENCE, SINGLE NEGLIGENCE, CONCURRENT NEGLIGENCE, ACTIVE OR PASSIVE NEGLIGENCE, BUT EXPRESSLY NOT INCLUDING GROSS NEGLIGENCE) OF ANY INDEMNIFIED PARTY, OR (ii) STRICT LIABILITY.

To the extent permitted by law, Assignee shall be subrogated to Assignor's rights in and to representations, warranties, and covenants given with respect to the Properties. Assignor hereby grants and transfers to Assignee, its successors, and assigns, to the extent so transferable and permitted by law, the benefit of and the right to enforce the covenants, representations, and warranties, if any, which Assignor is entitled to enforce with respect to the Properties, but only to the extent not enforced by Assignor.

TO HAVE AND TO HOLD the Properties unto Assignee, its successors and assigns, forever.

This Assignment may be executed in any number of counterparts, each of which shall be binding upon the party or parties so signing. The signature pages and the notarial acknowledgments of the counterparts may be combined with the original hereof and recorded as one instrument.

This Assignment shall bind and inure to the benefit of the parties and their successors and assigns.

(Signature and acknowledgement pages follow)

IN WITNESS WHEREOF, the parties have executed this Assignment effective as of the Effective
Date written above.

ASSIGNOR:

THE BELLOMY GROUP, LLC

By: _____

Name: Ryan Bellomy

Title: Manager

ACKNOWLEDGEMENT

STATE OF TEXAS

§

COUNTY OF DALLAS

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§

BEFORE ME on this the 12th day of January 2016, the undersigned, a Notary Public in and for
the county and state aforesaid, came Ryan Bellomy, as Manager of The Bellomy Group, LLC, who
executed the above and foregoing document in said capacity, and acknowledged that he executed the
same as his free act and deed.

IN TESTIMONY WHEREOF, I have hereto set my hand and affixed my notarial seal the day and
year last above written.

Notary Public



My appointment expires: _____

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ASSIGNEE:

ARKOMA DRILLING, LP

By: [Signature]

Name:

Title: Assistant Secretary

ACKNOWLEDGEMENT

STATE OF TEXAS

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COUNTY OF DALLAS

§

BEFORE ME on this the 12th day of January 2016, the undersigned, a Notary Public in and for the county and state aforesaid, came Robert Roth, as Assistant Secretary of Arkoma Drilling, LP, who executed the above and foregoing document, and acknowledged that he executed the same as his free act and deed.

IN TESTIMONY WHEREOF, I have hereto set my hand and affixed my notarial seal the day and year last above written.

[Signature]
Notary Public



My appointment expires: _____

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EXHIBIT "A"

*Attached to and made part of that certain
Assignment of Oil, Gas and Mineral Leases and Bill of Sale,
effective as of January 5, 2016,
by and between
The Bellomy Group, LLC, as Assignor
and
Arkoma Drilling, LP, as Assignee*

Description of Leases

*See the three (3) attached pages containing County, Block, Survey, Section, Township, Legal Description,
Document Number, Date of Lease, Lessee, and Lessor for each lease conveyed by this Assignment*

True & Correct Copy of a
document on file at
Reeves County Texas,
Dianne O. Florez, County Clerk
Page 6 of 10

Lessor	Lessee	County	Instrument No.	Volume	Page	Legal
Williams Family Trust u/t/d 12/18/2006	The Bellomy Group, LLC	Loving	2015-1085	N/A	N/A	Tract 8, being SE/2 of S/4 of E/4 of Section 3, Block 2, W&NW Survey
McGary Living Trust - SPH, Brian McGary Trustee, Bank of America, N.A., Agent	The Bellomy Group, LLC	Loving	2014-2611	N/A	N/A	A tract of land out of Section 92, Block 1, A-437, W&NW Survey
McGary Family Trust- Kelly Separate Property, Kelly McGary, Trustee, Bank of America N.A., Agent	The Bellomy Group, LLC	Loving	2014-2610	N/A	N/A	A tract of land out of Section 92, Block 1, A-437, W&NW Survey
Mary Jane McGary, a feme sole, Bank of America, N.A., Agent	The Bellomy Group, LLC	Loving	2014-2609	N/A	N/A	A tract of land out of Section 92, Block 1, A-437, W&NW Survey
Desert Partners V LP	The Bellomy Group, LLC	Loving	2015-0969	N/A	N/A	SE 80 acres of the NE 3/8 of Section 78, Block 33, H&TC Survey
Daltex Munn Associates	The Bellomy Group, LLC	Loving	2014-2333	N/A	N/A	Tracts 15, 16, 17, 18, 19 of Section 85, Block 33, H&TC Survey
Fairway Oil & Gas Company	The Bellomy Group, LLC	Loving	2015-1645	N/A	N/A	Lots 11-14, 20-23, 44-55 of Section 85, Block 33, H&TC Survey
Camellia Land LLC	The Bellomy Group, LLC	Loving	2014-2332	N/A	N/A	40 acres of land in Section 43, Block 53 T-2S, T&P Survey, beginning at a point on the South line located 1320 feet from West line, thence North 660 feet to a point, Thence East 2640 feet to a point, Thence South 660 feet to a point, Thence West 2640 feet to a place of beginning.
Hayes Land & Production LP	The Bellomy Group, LLC	Loving	2014-2331	N/A	N/A	40 acres of land in Section 43, Block 53 T-2S, T&P Survey, beginning at a point on the South line located 1320 feet from West line, thence North 660 feet to a point, Thence East 2640 feet to a point, Thence South 660 feet to a point, Thence West 2640 feet to a place of beginning.
Desert Partners V LP	The Bellomy Group, LLC	Loving	2015-2473	N/A	N/A	N/2 of Section 10, Block 55 T-2S, T&P Survey
Black Stone Minerals Company, L.P., et al.	Pivotal Delaware Basin, LP	Loving	2014-446	N/A	N/A	Section 24, Block C-26, PSL, from 100' below the Atoka Formation and Section 15, Block C-26, PSL
Helen Carolyn Allen	The Bellomy Group, LLC	Reeves	N/A	1180	369	N/2 of East 2/3 of Section 4, Block 1, H&GN Survey
Laura Allen Quisenberry	The Bellomy Group, LLC	Reeves	N/A	1180	372	N/2 of East 2/3 of Section 4, Block 1, H&GN Survey
Mary Jane McGary, a feme sole, Bank of America, N.A., Agent	The Bellomy Group, LLC	Reeves	N/A	1128	377	N/4 of Section 150, Block 1, H&TC Survey
McGary Living Trust - SPH, Brian McGary Trustee, Bank of America, N.A., Agent	The Bellomy Group, LLC	Reeves	N/A	1128	373	N/4 of Section 150, Block 1, H&TC Survey
McGary Family Trust- Kelly Separate Property, Kelly McGary, Trustee, Bank of America N.A., Agent	The Bellomy Group, LLC	Reeves	N/A	1128	367	N/4 of Section 150, Block 1, H&TC Survey
McGary Living Trust - SPH, Brian McGary Trustee, Bank of America, N.A., Agent	The Bellomy Group, LLC	Reeves	N/A	1121	488	Subdivision 1 and E/4 of Subdivision 2 of Section 7, Block 2, H&GN Survey
McGary Family Trust- Kelly Separate Property, Kelly McGary, Trustee, Bank of America N.A., Agent	The Bellomy Group, LLC	Reeves	N/A	1121	476	Subdivision 1 and E/4 of Subdivision 2 of Section 7, Block 2, H&GN Survey
Mary Jane McGary, a feme sole, Bank of America, N.A., Agent	The Bellomy Group, LLC	Reeves	N/A	1121	482	Subdivision 1 and E/4 of Subdivision 2 of Section 7, Block 2, H&GN Survey
Black Stone Minerals Company, L.P.	Pivotal Delaware Basin, LP	Reeves	N/A	1061	199	Section 10, Block 2, H&GN Survey
Fairway Oil & Gas Company	The Bellomy Group, LLC	Reeves	N/A	1160	307	N/2 and SE/4, NW/4 of SW/4, S/2 of SW/4, NE/4 of SW/4 of Section 13, Block 2, H&GN Survey
McGary Living Trust - SPH, Brian McGary Trustee, Bank of America, N.A., Agent	The Bellomy Group, LLC	Reeves	N/A	1128	379	S/2 of West 480 acres of Section 25, Block 2, H&GN Survey
Mary Jane McGary, a feme sole, Bank of America, N.A., Agent	The Bellomy Group, LLC	Reeves	N/A	1128	381	S/2 of West 480 acres of Section 25, Block 2, H&GN Survey
McGary Family Trust- Kelly Separate Property, Kelly McGary, Trustee, Bank of America N.A., Agent	The Bellomy Group, LLC	Reeves	N/A	1128	383	S/2 of West 480 acres of Section 25, Block 2, H&GN Survey
Daltex Munn Associates	The Bellomy Group, LLC	Reeves	N/A	1121	556	W/2 NW/4 of Section 25, Block 2, H&GN Survey
Fairway Oil & Gas Company	The Bellomy Group, LLC	Reeves	N/A	1160	338	West 480 acres of Section 25, Block 2, H&GN Survey
Fairway Oil & Gas Company	The Bellomy Group, LLC	Reeves	N/A	1160	349	All of Section 27, Block 2, H&GN Survey
McGary Living Trust - SPH, Brian McGary Trustee, Bank of America, N.A., Agent	The Bellomy Group, LLC	Reeves	N/A	1121	612	N/2, N/2 SE/4, SE/4 SE/4 of Section 28, Block 2, H&GN Survey
Mary Jane McGary, a feme sole, Bank of America, N.A., Agent	The Bellomy Group, LLC	Reeves	N/A	1121	608	N/2, N/2 SE/4, SE/4 SE/4 of Section 28, Block 2, H&GN Survey
McGary Family Trust- Kelly Separate Property, Kelly McGary, Trustee, Bank of America N.A., Agent	The Bellomy Group, LLC	Reeves	N/A	1121	618	N/2, N/2 SE/4, SE/4 SE/4 of Section 28, Block 2, H&GN Survey
McGary Family Trust- Kelly Separate Property, Kelly McGary, Trustee, Bank of America N.A., Agent	The Bellomy Group, LLC	Reeves	N/A	1138	88	Lots 8,9,10,11,13,14,15,16,17; E/2 Lot 6; E/2, SW/4 E/2 NW/4, SW/4 NW/4 Lot 7 of Section 31, Block 2, H&GN Survey
McGary Family Trust- Kelly Separate Property, Kelly McGary, Trustee, Bank of America N.A., Agent	The Bellomy Group, LLC	Reeves	N/A	1138	90	Lots 8,9,10,11,13,14,15,16,17; E/2 Lot 6; E/2, SW/4 E/2 NW/4, SW/4 NW/4 Lot 7 of Section 31, Block 2, H&GN Survey
McGary Living Trust - SPH, Brian McGary Trustee, Bank of America, N.A., Agent	The Bellomy Group, LLC	Reeves	N/A	1138	92	Lots 8,9,10,11,13,14,15,16,17; E/2 Lot 6; E/2, SW/4 E/2 NW/4, SW/4 NW/4 Lot 7 of Section 31, Block 2, H&GN Survey
Mary Jane McGary, a feme sole, Bank of America, N.A., Agent	The Bellomy Group, LLC	Reeves	N/A	1121	616	NW/4, NW/4 NE/4 of Section 34, Block 2, H&GN Survey
McGary Family Trust- Kelly Separate Property, Kelly McGary, Trustee, Bank of America N.A., Agent	The Bellomy Group, LLC	Reeves	N/A	1121	616	NW/4, NW/4 NE/4 of Section 34, Block 2, H&GN Survey

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Mary Jane McGary, a feme sole, Bank of America, N.A., Agent	The Bellomy Group, LLC	Reeves	N/A	1121	610	NW/4, NW/4 NE/4 of Section 34, Block 2, H&GN Survey
McGary Living Trust - SPH, Brian McGary Trustee, Bank of America, N.A., Agent	The Bellomy Group, LLC	Reeves	N/A	1121	614	NW/4, NW/4 NE/4 of Section 34, Block 2, H&GN Survey
McGary Living Trust - SPH, Brian McGary Trustee, Bank of America, N.A., Agent	The Bellomy Group, LLC	Reeves	N/A	1128	385	E/2 E/2 E/2 of Section 38, Block 2, H&GN Survey
McGary Family Trust- Kelly Separate Property, Kelly McGary, Trustee, Bank of America N.A., Agent	The Bellomy Group, LLC	Reeves	N/A	1128	387	E/2 E/2 E/2 of Section 38, Block 2, H&GN Survey
Mary Jane McGary, a feme sole, Bank of America, N.A., Agent	The Bellomy Group, LLC	Reeves	N/A	1128	389	E/2 E/2 E/2 of Section 38, Block 2, H&GN Survey
McGary Family Trust- Kelly Separate Property, Kelly McGary, Trustee, Bank of America N.A., Agent	The Bellomy Group, LLC	Reeves	N/A	1121	512	Lot 7 of Block 6 and all of Blocks 4 and 12 of Section 265, Block 13, H&GN Survey
Mary Jane McGary, a feme sole, Bank of America, N.A., Agent	The Bellomy Group, LLC	Reeves	N/A	1121	518	Lot 7 of Block 6 and all of Blocks 4 and 12 of Section 265, Block 13, H&GN Survey
McGary Living Trust - SPH, Brian McGary Trustee, Bank of America, N.A., Agent	The Bellomy Group, LLC	Reeves	N/A	1121	524	Lot 7 of Block 6 and all of Blocks 4 and 12 of Section 265, Block 13, H&GN Survey
Mary Jane McGary, a feme sole, Bank of America, N.A., Agent	The Bellomy Group, LLC	Reeves	N/A	1121	530	All of Blocks 4,5,10; Lots 7 and 8 of Block 3; Lot 4 of Block 9; Lots 1 and 2 and Block 16 all of Section 266, Block 13, H&GN Survey
McGary Family Trust- Kelly Separate Property, Kelly McGary, Trustee, Bank of America N.A., Agent	The Bellomy Group, LLC	Reeves	N/A	1121	536	All of Blocks 4,5,10; Lots 7 and 8 of Block 3; Lot 4 of Block 9; Lots 1 and 2 and Block 16 all of Section 266, Block 13, H&GN Survey
McGary Living Trust - SPH, Brian McGary Trustee, Bank of America, N.A., Agent	The Bellomy Group, LLC	Reeves	N/A	1121	542	All of Blocks 4,5,10; Lots 7 and 8 of Block 3; Lot 4 of Block 9; Lots 1 and 2 and Block 16 all of Section 266, Block 13, H&GN Survey
McGary Family Trust- Kelly Separate Property, Kelly McGary, Trustee, Bank of America N.A., Agent	The Bellomy Group, LLC	Reeves	N/A	1121	494	All of Blocks 1 and 2 of Section 270, Block 13, H&GN Survey
Mary Jane McGary, a feme sole, Bank of America, N.A., Agent	The Bellomy Group, LLC	Reeves	N/A	1121	500	All of Blocks 1 and 2 of Section 270, Block 13, H&GN Survey
McGary Living Trust - SPH, Brian McGary Trustee, Bank of America, N.A., Agent	The Bellomy Group, LLC	Reeves	N/A	1121	506	All of Blocks 1 and 2 of Section 270, Block 13, H&GN Survey
Criswell C. Gonzalez Mineral Trust, Bank of America N.A., Trustee	The Bellomy Group, LLC	Reeves	N/A	1101	785	All of Section 301, Block 13, H&GN Survey
The William L. Cohagan Mineral Trust, Bank of America, N.A., Trustee	The Bellomy Group, LLC	Reeves	N/A	1114	315	All of Section 301, Block 13, H&GN Survey
McGary Family Trust- Kelly Separate Property, Kelly McGary, Trustee, Bank of America N.A., Agent	The Bellomy Group, LLC	Reeves	N/A	1128	369	All of Section 310, Block 13, H&TC Survey
McGary Living Trust - SPH, Brian McGary Trustee, Bank of America, N.A., Agent	The Bellomy Group, LLC	Reeves	N/A	1128	371	All of Section 310, Block 13, H&TC Survey
Mary Jane McGary, a feme sole, Bank of America, N.A., Agent	The Bellomy Group, LLC	Reeves	N/A	1128	375	All of Section 310, Block 13, H&TC Survey
Brad Bennett & Ernest Armstrong	The Bellomy Group, LLC	Reeves	N/A	1121	567	NE/4 NW/4 & NW/4 NE/4 of Section 40, Block 59, PSL
Brennand Energy, Ltd.	NH Operating, LLC	Reeves	N/A	1141	171	All of Sections 35, 36, and 37, Block 51 T-8, T&P Survey
Marrow Harrison Interests, LLC	The Bellomy Group, LLC	Reeves	N/A	1098	699	N/2 SE/4 of Section 6, Block 53 T-4, T&P Survey
M. Brad Bennett	The Bellomy Group, LLC	Reeves	N/A	1160	288	The Southeast Quarter (SE/4) of the Southeast Quarter (SE/4), known as tracts 45, 46, 59, and 60 of Section 8, Block 55 T-4, T&P Survey
Harry S. Hunt	The Bellomy Group, LLC	Reeves	N/A	1138	73	N/2 NE/4 and SW/4 NE/4 of Section of 14, Block 55 T-5, T&P Survey
Nano Kelley Scherrieb	The Bellomy Group, LLC	Reeves	N/A	1138	69	N/2 NE/4 and SW/4 NE/4 of Section of 14, Block 55 T-5, T&P Survey
James Grover Kelley	The Bellomy Group, LLC	Reeves	N/A	1138	70	N/2 NE/4 and SW/4 NE/4 of Section of 14, Block 55 T-5, T&P Survey
Lawrence J. Kelley, Jr.	The Bellomy Group, LLC	Reeves	N/A	1138	71	N/2 NE/4 and SW/4 NE/4 of Section of 14, Block 55 T-5, T&P Survey
James Grover Kelley, Trustee for Lawrence J. Kelley Jr. Children's Trust	The Bellomy Group, LLC	Reeves	N/A	1138	72	N/2 NE/4 and SW/4 NE/4 of Section of 14, Block 55 T-5, T&P Survey
Mary Kelley Jones	The Bellomy Group, LLC	Reeves	N/A	1138	74	N/2 NE/4 and SW/4 NE/4 of Section of 14, Block 55 T-5, T&P Survey
The Allar Co.	The Bellomy Group, LLC	Reeves	N/A	1086	39	E/2 of the E/2 of Section 28, Block 57 T2, T&P Survey
Yakka II, LLC	The Bellomy Group, LLC	Reeves	N/A	1082	537	All of Section 44, Block 57 T3, T&P Survey
Yakka II, LLC	The Bellomy Group, LLC	Reeves	N/A	1082	546	All of Section 46, Block 57 T3, T&P Survey
Camellia Land LLC	The Bellomy Group, LLC	Reeves	N/A	1128	348	70.00 acres, being Subdivision Nos. 9, 10, 24-28 & 110.00 acres, being Subdivision Nos. 1, 11-12, 14-15, 20, 37, 50, 52-53, and 63 in Section 7, Block C-20, PSL
Desert Partners IV, LP	The Bellomy Group, LLC	Reeves	N/A	1141	183	Tract No. 30, Section 7, Block C-20, PSL
Lambert Land Company LLC	The Bellomy Group, LLC	Reeves	N/A	1141	188	Tract No. 30, Section 7, Block C-20, PSL
McGary Living Trust - SPH, Brian McGary Trustee, Bank of America, N.A., Agent	NH Operating, LLC	Reeves	N/A	1076	770	SW/4 SW/4, W/2 SE/4 SW/4 of Section 9, Block C-20, PSL

ME 116962
ME 116798

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McGary Family Trust- Kelly Separate Property, Kelly McGary, Trustee, Bank of America N.A., Agent	NH Operating, LLC	Reeves	N/A	1076	772	SW/4 SW/4, W/2 SE/4 SW/4 of Section 9, Block C-20, PSL
Mary Jane McGary, a feme sole, Bank of America, N.A., Agent	NH Operating, LLC	Reeves	N/A	1076	774	SW/4 SW/4, W/2 SE/4 SW/4 of Section 9, Block C-20, PSL
NH Operating, LLC	The Bellomy Group, LLC	Reeves	N/A	1143	771	Assignment of all right, title, and interest in 1076/770, 1076/772, and 1076/774
Helen Carolyn Allen, Laura Allen Quisenberry	The Bellomy Group, LLC	Ward/Loving	2015-0493	1030	292	All of Section 33, Block 1, W&NW Survey
The Northern Trust Company as Agent for Basin 16, LLC; The Northern Trust Company as Agent for Bidwell Minerals, LLC; The Northern Trust Company, as Trustee for Sara Zoller's Separate Property Trust dated 7/31/1977, as restated 8/31/2001, as amended 5/4/2006; The Northern Trust Company as Sole Trustee for Julia Zoller Edwards Living Trust dated 7/31/1987, as amended 12/4/2007; The Northern Trust Company, as Agent for Mica Resources, LLC	The Bellomy Group, LLC	Ward	N/A	1007	61	All of Section 58, Block 33, H&TC Survey
The Northern Trust Company as Agent for Basin 16, LLC; The Northern Trust Company as Agent for Bidwell Minerals, LLC; The Northern Trust Company, as Trustee for Sara Zoller's Separate Property Trust dated 7/31/1977, as restated 8/31/2001, as amended 5/4/2006; The Northern Trust Company as Sole Trustee for Julia Zoller Edwards Living Trust dated 7/31/1987, as amended 12/4/2007; The Northern Trust Company, as Agent for Mica Resources, LLC	The Bellomy Group, LLC	Ward	N/A	1007	61	All of Section 74, Block 34, H&TC Survey
Royalty Clearinghouse Partnership	The Bellomy Group, LLC	Ward	N/A	967	759	All of Section 99, Block 34, H&TC Survey
Meadows Foundation, Inc.	The Bellomy Group, LLC	Ward	N/A	967	755	All of Section 99, Block 34, H&TC Survey
Black Stone Minerals Company LP	Pivotal Delaware Basin, LP	Ward	N/A	996	735	H&TC Survey
The Charlotte R. Odell Trust, Bank of America, N.A., Trustee	The Bellomy Group, LLC	Ward	N/A	982	83	W/4 of the W/4 of Section 105, Block 34, H&TC Survey
Albert G. Talbot, Jr. aka Toby Talbot	The Bellomy Group, LLC	Ward	N/A	1035	328	E/4 of Section 107, Block 34, H&TC Survey
John and Ruth McClure LLC	The Bellomy Group, LLC	Ward	N/A	971	285	All of Section 109, Block 34, H&TC Survey, save and except 0-6900'
Mary Linda McCall	The Bellomy Group, LLC	Ward	N/A	972	404	All of Section 109, Block 34, H&TC Survey, save and except 0-6900'
Trustee of the Weaver Line of Descent Trust	The Bellomy Group, LLC	Ward	N/A	980	263	All of Section 109, Block 34, H&TC Survey, save and except 0-6910'
Weaver Line of Descent Trust FBO Barbara Weaver	The Bellomy Group, LLC	Ward	N/A	966	35	All of Section 109, Block 34, H&TC Survey, save and except 0-8500'
ndom Royalties LLC, Compass Royalty Management	The Bellomy Group, LLC	Ward	N/A	1040	465	Tracts 92-95, Section 135, Block 34, H&TC Survey
Rivercrest Royalties LLC	The Bellomy Group, LLC	Ward	N/A	1040	453	Tracts 92-95, Section 135, Block 34, H&TC Survey
Bandera Minerals III, LLC	The Bellomy Group, LLC	Ward	N/A	1012	471	Tracts 43, 52, 53, Section 135, Block 34, H&TC Survey
Magnolia Royalty Company Inc.	The Bellomy Group, LLC	Ward	N/A	1014	476	Tracts 43, 52, 53, Section 135, Block 34, H&TC Survey
Samme LLC	The Bellomy Group, LLC	Ward	N/A	1049	674	80.00 acres of land, more or less, being the Southwest Half of the North Quarter of Section 166, Block 34, H&TC RR Co. Survey
Mary Linda McCall	The Bellomy Group, LLC	Ward	N/A	988	446	267.97 from Section 186 and another 128.95 from Section 186 as described by metes and bounds all in Block 34, H&TC Survey
Walking O, LP	The Bellomy Group, LLC	Ward/Loving	N/A	1012	466	All of Section 33, Block 1, W&NW Survey
Mary Jane McGary, a feme sole, Bank of America, N.A., Agent	The Bellomy Group, LLC	Ward/Loving	2014-1996	1020	381	All of Section 33, Block 1, W&NW Survey
McGary Living Trust - SPH, Brian McGary Trustee, Bank of America, N.A., Agent	The Bellomy Group, LLC	Ward/Loving	2014-1997	1020	387	All of Section 33, Block 1, W&NW Survey
McGary Family Trust- Kelly Separate Property, Kelly McGary, Trustee, Bank of America N.A., Agent	The Bellomy Group, LLC	Ward/Loving	2014-1995	1020	375	All of Section 33, Block 1, W&NW Survey
Mary Linda McCall	The Bellomy Group, LLC	Ward	N/A	972	392	Section 96, Block 34, H&TC Survey
Florence Earline Ronhovde	The Bellomy Group, LLC	Reeves	N/A	1208	359	That certain tract or parcel of land of 213.24 acres, being described as all of the J.L. Johnson Survey, Abstract No. 1054

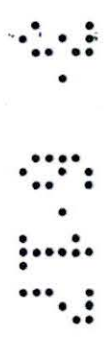
END EXHIBIT A

True & Correct Copy of a document on file at

Reeves County Texas,

Dianne O. Florez, County Clerk

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True & Correct Copy of a
document on file at
Reeves County Texas,
Dianne O. Florez, County Clerk
Page 10 of 10

Inst No. 16-00377
DIANNE O. FLOREZ
COUNTY CLERK
2016 Jan 13 at 03:26 PM
REEVES COUNTY, TEXAS
By: BA Battony DEPUTY

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MF 116797

File No.

certified copy

Align # 10220

Bellomy Co. Arkoma

Date Filed:

4-20-17

George P. Bush, Commissioner

By

[Signature]

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

The above and foregoing is a full, true and correct photographic copy of the original record now in my lawful custody and possession, as the same is filed/recorded in the public records of my office, found in VOL. 1228
PAGE 556 THRU 565

I hereby certified on 2 24 17



DIANNE O. FLOREZ, COUNTY CLERK
REEVES COUNTY, TEXAS

BY *Myna Aranda* DEPUTY