

MF121030

Unit ~~12095~~
#12916
#13490

Lease Type 32.207 56 [State]	Control 07-034498 07-034522 07-034531 07-034577	Basefile 146204 136480 146205 146208	County CULBERSON CULBERSON CULBERSON CULBERSON
	Survey	T & P Ry Co	
	Block	61	
	Block Name		
	Township	1-S	
	Section/Tract	32, 38, 40, 48	
	Land Part	RR 652	
	Acres	Net: 40.950000 Gross: 40.950000	
	Depth Below	Depth Above	Depth Other
	Name	CHEVRON U S A INC	
	Lease Date	4/3/2018	
	Primary Term	1 years	
	Bonus	\$41,031.90	
	Lease Royalty	0.25000000	
	Paid Up	NA	

Leasing: MB
Maps: JA
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



Contents of Mineral File Number: MF 121030

- | | |
|---|--------|
| ① Application | 2/3/23 |
| ② Fee | } |
| ③ Development Agreement | |
| ④ Email from Chevron | |
| ⑤ Buckslip 12095 "DR-
wise State Unit #1" | |
| ⑥ Letter to Chevron | |
| ⑦ Letter from Chevron | |
| ⑧ Bonus Consideration | |
| ⑨ Memo to Commissioner | |
| ⑩ Letter to Chevron | |
| ⑪ Pooling Agreement
12095 "DR-Wise State
Unit #1" | |

Scanned PJ 3-7-2023

12. 2nd Amendment Development
Agreement Delaware Ranch
Wise Unit No. 1 1-8-2024

13. 4th Amendment of Pooling Agrmt
DR- Wise State Unit #1
GLO Unit #12916 (F.K.A. GLO Unit #12095)
1-8-2024

Scanned SM 01/30/2024

(See MF 114883 #337 Recorded
4th Amord. Pooling Agrmt DR-Wise State
Unit #1 GLO Unit #12916)

Scanned WM 2-27-2024

See MF 114883 #392 Designation of
Participations Units 2024

Scanned SM 10/02/2025



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

*amending
sub approved
4/21/2020
Unit 8954*

GLO USE ONLY
MF- 121030
UNIT 12095

APPLICATION FOR POOLING UNLEASED STATE RIGHT OF WAY

COUNTY Culberson BONUS: \$ 41,031.90 PROCESSING FEE: \$ 500.00
(List only one county) (Bonus & Processing fee payable to: Commission of Texas General Land Office)

APPLICANT INFORMATION

Name: Chevron U.S.A. Inc. Phone: N/A

Mailing Address: 1400 Smith Street, Houston, TX 77002

Representative: Kristen Marek Phone: 713-372-0578

Is SROW on Relinquishment Act Lands? ☒ YES ☐ NO

Name of SROW Being Pooled: Ranch Road 652

Total SROW Acres in Unit: 40.95 Highest Bonus Per Acre Paid in Unit: \$ 1002.00

State Royalty: 25% Name of Proposed Unit: Delaware Ranch - Wise State Unit #1

Operator of Proposed Unit: Chevron U.S.A. Inc. Operator TAX ID # [REDACTED]

*Land
type 07*

STATE RIGHT OF WAY TO BE POOLED		
SROW Name	Royalty	SROW Acreage in Unit
RR 652	25%	40.95

23317.77

Existing State/County Leases in Unit						
Road Name	State Lease Number (MF)	Lease Date	Lease Term	Lease Royalty	Total Lease Acreage	Lease Acreage in Unit
N/A	114883	3/28/2013	3 yrs.	25%	30,518.72	22515.82
N/A	116786A / 116786B	3/4/2014	3 yrs	25%	758.00	758.00

*23042.26375
190.60625*

Total State Acreage in Unit 23273.820000 Ac.

Total Private Acreage in Unit 23260.000000 Ac.

Total Acreage in Proposed Unit 46533.820000 Ac.

State Mineral Ownership: ☐ 100% ☒ Other (If other, attach sheet showing net acreage/tract calculations)

Total State Tract Participation in Unit (St. Ac./Unit Ac.= Decimal Int.): 0.500148

Total State Royalty Participation in Unit (St. Roy. Decimal X Tr. Part. Int. = St. Roy.): 0.06262856

Effective Date of Pooling Agreement: 4/3/2018 Date of First Production (if applicable): 3/29/2019

Participation from Date of First Production: ☒ Yes ☐ No/Explain: _____

APPLICATION FOR POOLING UNLEASED STATE RIGHT OF WAY

Minerals to be Pooled: ☐ Oil ☐ Gas ☒ Oil & Gas

Depths to be Pooled: The pooled mineral shall extend to those depths underlying the surface boundaries of the pooled unit from All - See attached Unit Agreement

To _____

List the well name, type of log and API# if the depths of pool interval are a correlative equivalent from a specific well log: N/A - See attached Unit Agreement

OR

Provide a copy of the proposed Designation of Unit and highlight the depth interval to be pooled as shown in said Designation.

♦Attach a plat showing the proposed unit outline, proposed unit well location, state lease numbers (MF#) of any other state leases within the unit outline♦

UNIT WELL(S)

Proposed Spud Date: See attached spreadsheet

Actual Spud Date(s): See attached spreadsheet - in continuous development phase

Proposed Total Depth (TVD): See attached spreadsheet

Primary Formation Objective: See attached spreadsheet

Actual Total Depth(s) (TVD): See attached spreadsheet

Completion Date: See attached spreadsheet Date of First Production: See attached spreadsheet

District: _____ RRC ID# _____

API #: See attached spreadsheet API #: _____

API #: _____ API #: _____

API #: _____ API #: _____

Well Name(s): See attached spreadsheet for all wells drilled to date in unit

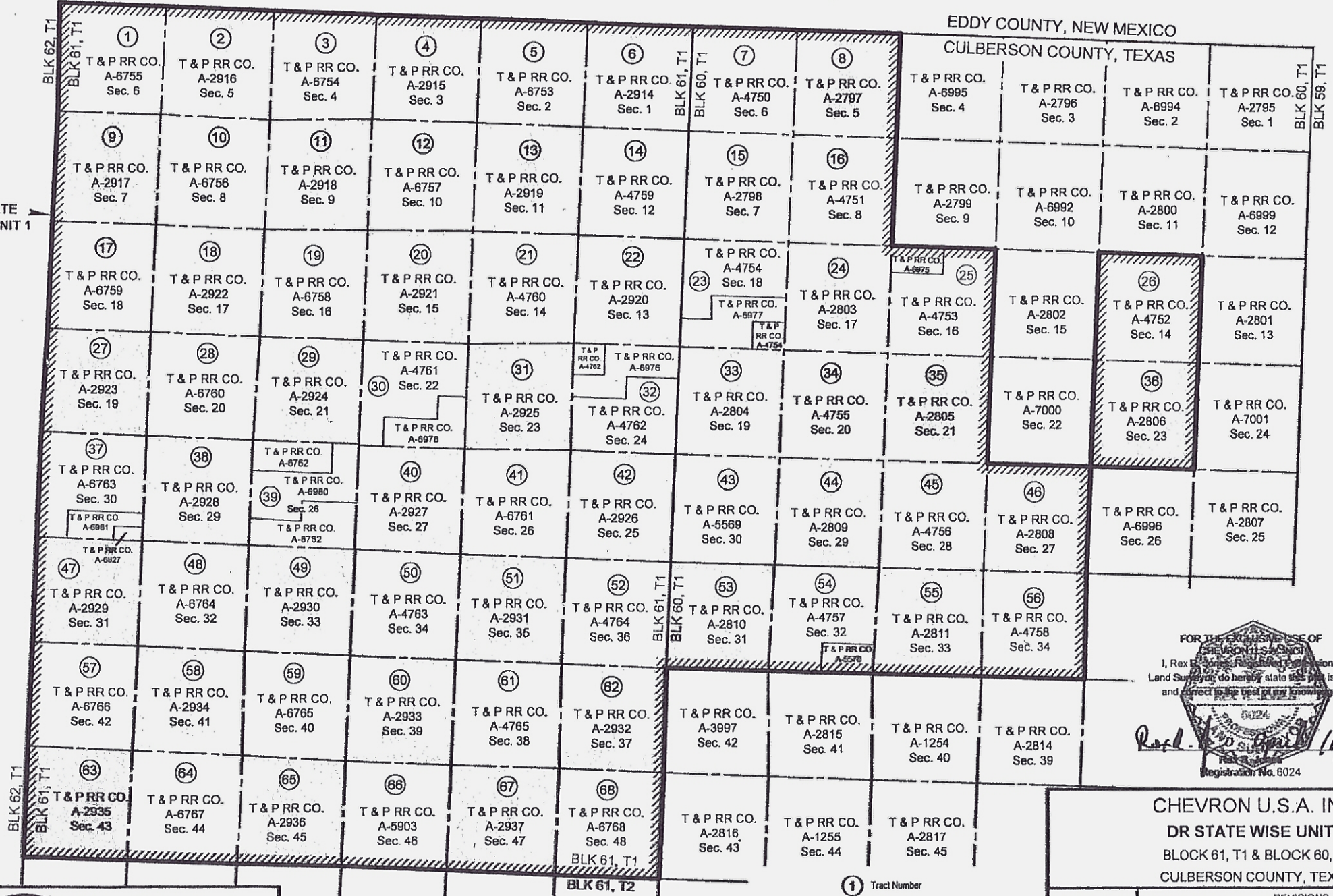
Clear Form

Print

Revised 3/2020

EDDY COUNTY, NEW MEXICO
CULBERSON COUNTY, TEXAS

DR STATE
WISE UNIT 1



FOR THE EXCLUSIVE USE OF
CHEVRON U.S.A. INC.
I, Rex Fenstermaker, Registered Professional
Land Surveyor, do hereby state and certify that this is true
and correct to the best of my knowledge.
Rex Fenstermaker
Registration No. 6024

CHEVRON U.S.A. INC.
DR STATE WISE UNIT 1
BLOCK 61, T1 & BLOCK 60, T1
CULBERSON COUNTY, TEXAS

FENSTERMAKER
C. H. Fenstermaker & Associates, L.L.C.
135 Regency Sq. Lafayette, LA 70508
Ph. 337-237-2200 Fax. 337-232-3299
www.fenstermaker.com
Texas Firm No. 10028500



① Tract Number
--- Approximate Survey Lines
--- Unit Lines
--- Chevron Mineral Fee Tracts
* Prepared from a partial on the ground survey, deeds and other
instruments furnished by Chevron U.S.A. Inc.

REVISIONS				
DRAWN BY:	#	BY:	DATE:	DESCRIPTION:
PROJ. MGR:	VHV	1	DMB 04/11/2018	Unit name changed
DATE:	04/03/2018			
FILENAME: T:\2017\2176697\DWG\Delaware Ranch Wise Unit No.1.dwg				

IND 27 TEXAS CENTRAL ZONE



Ownership	Tract No.	Area In Acres
Relinquishment Act Wise	1	657.00
Chevron Mineral Fee	2	688.00
Relinquishment Act Wise	3	688.00
Chevron Mineral Fee	4	688.00
Relinquishment Act Wise	5	677.00
Chevron Mineral Fee	6	673.00
Relinquishment Act Wise	7	661.00
Chevron Mineral Fee	8	660.00
Chevron Mineral Fee	9	683.00
Relinquishment Act Wise	10	692.00
Chevron Mineral Fee	11	691.00
Relinquishment Act Wise	12	689.00
Chevron Mineral Fee	13	697.00
Relinquishment Act Wise	14	691.00
Chevron Mineral Fee	15	678.00
Relinquishment Act Wise	16	675.60
Relinquishment Act Wise	17	683.00
Chevron Mineral Fee	18	692.00
Relinquishment Act Wise	19	691.00
Chevron Mineral Fee	20	689.00
Relinquishment Act Wise	21	697.50
Chevron Mineral Fee	22	691.00
Relinquishment Act Wise	23	678.02
Chevron Mineral Fee	24	675.00
Relinquishment Act Wise	25	675.50
Relinquishment Act Wise	26	673.00
Chevron Mineral Fee	27	683.00
Relinquishment Act Wise	28	692.00
Chevron Mineral Fee	29	691.00
Relinquishment Act Wise	30	688.70
Chevron Mineral Fee	31	697.00
Relinquishment Act Wise	32	690.90
Chevron Mineral Fee	33	678.00
Relinquishment Act Wise	34	675.60

Ownership	Tract No.	Area In Acres
Chevron Mineral Fee	35	675.00
Chevron Mineral Fee	36	673.00
Relinquishment Act Wise	37	681.90
Chevron Mineral Fee	38	692.00
Relinquishment Act Wise	39	691.00
Chevron Mineral Fee	40	689.00
Relinquishment Act Wise	41	697.50
Chevron Mineral Fee	42	691.00
Relinquishment Act Wise	43	678.00
Chevron Mineral Fee	44	675.00
Relinquishment Act Wise	45	675.00
Chevron Mineral Fee	46	675.00
Chevron Mineral Fee	47	664.00
Relinquishment Act Wise	48	693.00
Chevron Mineral Fee	49	692.00
Relinquishment Act Wise	50	690.00
Chevron Mineral Fee	51	698.00
Relinquishment Act Wise	52	692.00
Chevron Mineral Fee	53	679.00
Relinquishment Act Wise	54	675.40
Chevron Mineral Fee	55	676.00
Relinquishment Act Wise	56	676.00
Relinquishment Act Wise	57	684.00
Chevron Mineral Fee	58	693.00
Relinquishment Act Wise	59	692.00
Chevron Mineral Fee	60	690.00
Relinquishment Act Wise	61	698.60
Chevron Mineral Fee	62	692.00
Chevron Mineral Fee	63	690.00
Relinquishment Act Wise	64	699.00
Chevron Mineral Fee	65	698.00
Relinquishment Act Wise	66	696.60
Chevron Mineral Fee	67	704.00
Relinquishment Act Wise	68	698.00

Totals:	Area In Acres
Relinquishment Act Wise Lease	23,273.82
Chevron Mineral Fee	23,260.00
DR State Wise Unit 1	46,533.82

* Non-Participating Royalty Interest of 2.8883% owned by Wise Asset No. 10

* Acreage provided by Chevron U.S.A. Inc.

FOR THE EXCLUSIVE USE OF
CHEVRON U.S.A. INC.
I, Rex R. Jones, Registered Professional
Land Surveyor, do hereby certify that this plan is true
and correct to the best of my knowledge.
Rex R. Jones
Registration No. 6024
11/2018

CHEVRON U.S.A. INC.
DR STATE WISE UNIT 1
BLOCK 61, T1 & BLOCK 60, T1
CULBERSON COUNTY, TEXAS

REVISIONS				
DRAWN BY: DMB	#	BY:	DATE:	DESCRIPTION:
PROJ. MGR.: VHV	1	DMB	04/11/2018	Unit name changed
DATE: 04/03/2018				
FILENAME: T:\2017\2178697\DWG\Delaware Ranch Wise Unit No.1.dwg				



C. H. Fenstermaker & Associates, L.L.C.
135 Regency Sq. Lafayette, LA 70508
Ph. 337-237-2200 Fax 337-232-3299
www.fenstermaker.com
Texas Firm No. 10028500



Kristen E. Marek
Land Representative, Midcontinent Business Unit

September 21, 2022

Via FedEx & E-mail

Texas General Land Office
Attn: Energy Resources/Mineral Leasing (Mary Beth Barnstone)
1700 North Congress Avenue, Suite 840
Austin, TX 78701-1495

Re: Application for Pooling Unleased State Right of Way
Ranch Road 652: Delaware Ranch – Wise State Unit No. 1
Culberson County, Texas

Ms. Barnstone,

Chevron respectfully requests the State pool unleased Ranch Road 652 into the Chevron operated Delaware Ranch – Wise State Unit No. 1. Enclosed herein are the following:

- Application for Pooling Unleased State Right of Way
- Unit Plat
- Unit Agreement for the Development and Operation of the Delaware Ranch, Wise Unit No. 1 – State Unit
- Spreadsheet listing all existing producing and/or drilled wells within the unit
- Check No. 0025695727– bonus (\$41,031.90)
- Check No. 0025694021– application fee (\$500)

If you have any questions, you can reach me via the contact details listed below.

Sincerely,

Kristen E. Marek

Enclosures

Kristen Marek
Land Representative
Chevron U.S.A. Inc. – Midcontinent Business Unit
1400 Smith Street, Room 41104, Houston, Texas 77002
Tel 713 372 0578 Mobile 346 412 5431
Kristen.Marek@chevron.com

①

File No. MF 121030
Culberson County
Application
Date Filed: 2/3/23
Commissioner Dawn Buckingham, M.D.
By: MR Barnstap

Chevron NA Exploration Prod Co
A Division of Chevron U.S.A., Inc.
P.O. Box 6042
San Ramon CA 94583

CHECK DATE: 09/15/2022
CHECK NO: 0025694021
PAYEE REF: 0010318414
COMPANY NO: 0064
MAIL CODE: 11ECO



TEXAS GENERAL LAND OFFICE
PO BOX 12873
AUSTIN TX 787112873

ADDRESS INQUIRIES TO: P.O. Box 6042, San Ramon, CA 94583-1934
PHONE CONTACT: 925-827-7741 FAX CONTACT: 925-680-3534

INV DATE	INVOICE#	OUR REFERENCE#	GROSS AMT.	DISC AMT.	NET AMT.
09/15/2022	145279	0019008620	\$500.00	\$0.00	\$500.00
ONRJ/FDNL APPLICATION PROCESSING FEE					
23701119					

DETACH AND RETAIN THIS STUB FOR YOUR RECORDS

CHECK# 0025694021 ATTACHED BELOW

Chevron NA Exploration Prod Co
A Division of Chevron U.S.A., Inc.
P.O. Box 6042
San Ramon CA 94583

CHECK DATE: 09/15/2022
CHECK NO: 0025694021
PAYEE REF: 0010318414
COMPANY NO: 0064
MAIL CODE: 11EC0



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09/15/2022	145279	0019008620	\$500.00	\$0.00	\$500.00
ONRJ/FDNL APPLICATION PROCESSING FEE					
23701119					

DETACH AND RETAIN THIS STUB FOR YOUR RECORDS

CHECK# 0025694021 ATTACHED BELOW



Chevron NA Exploration Prod Co
A Division of Chevron U.S.A., Inc.
P.O. Box 6042
San Ramon CA 94583

NO. 0025694021

09/15/2022

PAY TO
ORDER OF

TEXAS GENERAL LAND OFFICE
PO BOX 12873
AUSTIN TX 787112873

23701119

*****\$500.00

NOT VALID AFTER 1 YEAR

Five hundred and 00/100 Dollars

Chevron

AUTHORIZED SIGNATURE

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

12) 0025694021

File No. MF 121030
Calkerson County
Fee
Date Filed: 2/3/23
Commissioner Dawn Buckingham, M.D.
By: MB Barnstap

**UNIT AGREEMENT FOR THE DEVELOPMENT
AND OPERATION OF THE DELAWARE RANCH, WISE UNIT NO. 1 - STATE UNIT
CULBERSON COUNTY, TEXAS**

This AGREEMENT (herein "Agreement"), approved and executed by the Commissioner of the General Land Office and entered into as of the 3rd day of April, 2018, by and between the parties executing, ratifying, or consenting hereto, hereinafter the "Parties," but to be effective as of April 3, 2018 (the "Effective Date").

I. DEFINITIONS:

- A. "Actual Drilling" (or "actual drilling") means the penetration of the earth with a rotary rig capable of drilling, and intended to drill, to the objective depth.
- B. "CHEVRON" shall mean Chevron U.S.A. Inc.
- C. "Commissioner" shall mean the Commissioner of the General Land Office of the State of Texas, his designee or authorized representative.
- D. "Completed," when used to describe the status of a well (e.g., a "completed well"), means that the well has been completed as a well that is producing, or capable of producing, oil and/or gas in paying quantities, or, after having been drilled to the objective depth, has been permanently plugged in accordance with applicable rules and regulations.
- E. "Continuous Development" shall have the meaning ascribed thereto in Article V.C.1.a.
- F. "Delaware Ranch Lease" means the first Lease listed in the Schedule of Leases in Exhibit A and described as that certain Oil and Gas Lease dated March 28, 2013, recorded in Volume 101, page 366, Oil and Gas Records of Culberson County, Texas, as amended, from the State of Texas, acting by and through its agents, Wise Asset No. 8, Ltd. and Wise Asset No. 10, Ltd., as lessors, and COG Operating LLC, as lessee, covering 30,518.72 acres of land, more or less, located in Culberson County, Texas, which lands are more particularly described in said lease, as amended by that certain Amendment of Oil and Gas Lease dated effective March 1, 2016, and that certain Second Amendment of Oil and Gas Lease dated effective September 1, 2017.
- G. "Development Obligation" shall have the meaning ascribed thereto in Article V.C.1.a.
- H. "Excluded Wells" shall have the meaning ascribed thereto in Article III.A.
- I. "Gas well" shall have the meaning ascribed thereto in Section 86.002 of the Texas Natural Resources Code.
- J. "GLO" shall mean the General Land Office of the State of Texas.
- K. "Half Section" shall have the meaning ascribed thereto in Article V.C.3.b.i.
- L. "Horizon" shall have the meaning ascribed thereto in Article V.C.3.b.i.
- M. "Horizontal Drainhole Well" shall have the meaning ascribed thereto as of the Effective Date in RRC Rule 86.

- N. "Horizontal Drainhole Displacement" shall have the meaning ascribed thereto as of the Effective Date in RRC Rule 86.
- O. "Leases" shall mean those oil and gas leases identified on the Schedule of Leases in Exhibit "A."
- P. "Oil well" shall have the definition ascribed thereto in Section 86.002 of the Texas Natural Resources Code.
- Q. "Owner" means the owner of the soil.
- R. "Participation Unit" shall have the meaning ascribed thereto in Article V.D.1.a.
- S. "Plan" shall have the meaning ascribed thereto in Article 0.
- T. "Retained Participation Unit" shall have the meaning ascribed thereto in Article 0.
- U. "RRC" means the Texas Railroad Commission, or any successor agency or other governmental authority having the same jurisdiction as the Texas Railroad Commission.
- V. "RRC Rule 86" means Title 16, Part 1, Chapter 3, Section 86 of the Texas Administrative Code, as amended.
- W. "Termination of Continuous Development" shall have the meaning ascribed thereto in Article V.C.2.a
- X. "Unit Area" has the meaning ascribed thereto in Article III.A.
- Y. "Unitized Substances" shall have the meaning ascribed thereto in Article III.A.
- Z. "Well" (or "well"), unless otherwise expressly provided in this Agreement, means an oil or gas well, or a hole drilled for the sole purpose of making an oil or gas well.
- AA. "WISE" (or "Wise") shall mean collectively Wise Asset No. 8, Ltd. and Wise Asset No. 10, Ltd., the Owners of the lands covered by Delaware Ranch Lease.
- BB. "Wise Unit No. 2 Unit Agreement" has the meaning ascribed thereto in Article III.C.
- CC. "Wise Unit No. 2 Unit Area" has the meaning ascribed thereto in Article III.C.
- DD. "Working interest" means the cost-bearing interest in an oil and gas lease.
- EE. "Working Interest Owners" shall mean the party or parties owning the cost-bearing portion of the leasehold estate created by each Lease and the mineral fee estate committed to this Agreement; and currently being CHEVRON.

II. AUTHORITY:

- A. The Commissioner is authorized by Texas Natural Resources Code §52.151, to enter into agreements that provide for operating areas as a unit for the exploration, development and

production of oil or gas and to commit the interests of the State to same, and to take all actions set forth below in this Agreement.

- B. CHEVRON is the current owner of all of the working interest in the Leases, and no other consent by a Working Interest Owner is required to commit to this Agreement all of the working interest in the Leases and lands lying within the Unit Area. CHEVRON is the current owner of all of the minerals under the land identified in Exhibit B as "Chevron Mineral Fee Tract", subject to non-participating royalty interests owned by Wise Asset No. 10, Ltd. under some or all of those tracts, as described in Exhibit B. No consent by a non-participating royalty interest owner is required to commit to this Agreement all of the non-participating royalty interests in the Chevron Mineral Fee Tracts lying within the Unit Area.
- C. Each of the Leases that is a Relinquishment Act Lease, except the Delaware Ranch Lease, contains a provision that grants to CHEVRON as Lessee, or as successor Lessee, the right to pool or unitize the interest of the "Owner of the Soil" on the same terms as shall be approved by the School Land Board and Commissioner for pooling or unitizing the interests of the State in such Leases pursuant to Texas Natural Resources Code §§52.151-154, and which satisfies the requirements of §52.152. Paragraph 48.a. of the Delaware Ranch Lease provides: "Lessee shall have no right to pool or unitize any of the lands covered by this lease with any other leases or lands absent the prior written consent of Owner, which consent shall not be unreasonably withheld; provided, if this provision is in conflict with a provision of Texas Natural Resources Code §§ 52.151 -52.154, the conflicting provision of said statutes shall control."
- D. Execution of this Agreement is in the best interest of the State of Texas, will assure the orderly and efficient development of the Unit Area, and will prevent waste and protect the correlative rights of all affected parties.

III. UNIT AREA AND UNITIZED SUBSTANCES:

- A. All of the lands described on the attached Exhibit "B" and depicted as the Wise Unit No. 1 on the plat attached as Exhibit "A-1" are hereby designated as the "Unit Area." Subject to all of the terms and conditions contained in this Agreement, all of said lands and Leases, insofar as same lie or cover lands within the Unit Area, together with all of the oil and gas in, under or that may be produced from the Unit Area (the "Unitized Substances"), are hereby consolidated and unitized.

Notwithstanding the above or any other provision of this Agreement to the contrary, the fifteen wells identified in the attached Exhibit "C," all of which were drilled and completed under the terms of the Delaware Ranch Lease before the Effective Date (the "Excluded Wells"), and the oil and gas produced from such wells, shall continue to be covered by and subject to the Delaware Ranch Lease and shall not be covered by, subject to or otherwise affected by this Agreement. The Parties agree that the exclusion of the Excluded Wells, and the production from such wells, from this Agreement does not create a lease line or property line for purposes of RRC spacing, density, or acreage assignment rules or regulation.

- B. GLO and WISE hereby grant to the Unit Operator the authority to surface commingle the oil produced from the Excluded Wells or from Wise Unit No. 2 with oil produced from the Unit Area (including without limitation any Participation Unit or Retained Participation

Unit), and to surface commingle the gas produced from the Excluded Wells or from Wise Unit No. 2 with gas produced from the Unit Area (including without limitation any Participation Unit or Retained Participation Unit); provided, however, such authority shall be subject to Unit Operator's duty to allocate, for royalty purposes, the quantities of oil and gas produced from the Excluded Wells or from Wise Unit No. 2 based on monthly production tests of each of the Excluded Wells or each of the wells located on Wise Unit No. 2. GLO and WISE each agree that such authority, if exercised by Unit Operator as provided herein, satisfies 16 Tex. Admin. Code §§3.26(b) and 3.27(e), and 31 Tex. Admin. Code §9.35(a)(3) and any successor rule, regulation or law.

- C. This Agreement is being entered into by the Parties simultaneously and in conjunction with that certain Unit Agreement for the Development and Operation of the Delaware Ranch, Wise Unit No. 2 – State Unit, by and among the Parties and of even date herewith (the “Wise Unit No. 2 Unit Agreement”). This Agreement covers the development and operation of the Unit Area, also known as the Wise Unit No. 1, which is a portion of the Delaware Ranch Lease. The Wise Unit No. 2 Unit Agreement covers the development and operation of a certain other portion of the Delaware Ranch Lease, as described in the Wise Unit No. 2 Unit Agreement, which portion is described herein as the “Wise Unit No. 2 Unit Area”. This Agreement and the Wise Unit No. 2 Unit Agreement, together, will assure the orderly and efficient development of the Delaware Ranch Lease, prevent waste, and protect the correlative rights of all affected parties.
- D. The Parties agree that the separation of the Delaware Ranch Lease into the Wise Unit No. 1 and the Wise Unit No. 2 does not create a lease line or property line for purposes of RRC spacing, density, or acreage assignment rules or regulation. Notwithstanding the foregoing, with regard to any Horizontal Drainhole Well drilled on the Unit Area whose orientation runs parallel to a boundary line between the Unit Area and the Wise Unit No. 2 Unit Area (a “Parallel Well”), the Unit Operator agrees that the Parallel Well will be permitted, drilled, and completed at a location that is at least as far away from the boundary line between the Unit Area and Wise Unit No. 2 as the standard minimum perpendicular distance to lease lines specified by applicable RRC rules.

IV. UNIT OPERATOR:

- A. CHEVRON is hereby designated as Unit Operator and agrees to accept the duties and obligations as Unit Operator for the exploration, development and production of Unitized Substances as herein provided, and shall have the exclusive right, privilege and duty of exercising any and all rights of the Working Interest Owners necessary or convenient for prospecting for, exploring for, producing, storing, allocating, and distributing Unitized Substances.
- B. Unit Operator shall have the right to resign at any time, but such resignation shall not become effective so as to release Unit Operator from any duties or obligations of Unit Operator or terminate Unit Operator's rights hereunder occurring or accruing prior to the effective date of its resignation. Any such resignation shall not become effective until ninety (90) days after such time as notice of Unit Operator's resignation has been served upon all other Working Interest Owners, the Commissioner and Owner unless a successor Unit Operator has been selected and is qualified to act as Unit Operator. Unit Operator, upon default or failure to perform its duties, may be removed by the Working Interest Owners, and a successor Unit Operator may be selected, in the manner provided in any Unit Operating Agreement covering the Unit Area.

- C. Resignation or removal of Unit Operator under this Agreement shall not terminate its right, title or interest as a Working Interest Owner or as the owner of another interest in Unitized Substances.
- D. If the Unit Operator is not the sole Working Interest Owner in the Unit Area, the costs and expenses incurred by the Unit Operator in conducting Unit operations shall be paid and apportioned among and borne by the Working Interest Owners in accordance with the Unit Operating Agreement and Accounting Procedure, or other applicable agreements, covering the Unit Area, if any, among the Working Interest Owners.

V. PLAN OF DEVELOPMENT AND OPERATIONS:

- A. Plan of Development. Commencing as of the Effective Date, Unit Operator will develop the Unit Area in accordance with the terms and provisions of this Article V, generally referred to as the "Plan".
- B. Standards of Unit Operator's Conduct; Drilling and Completion of Wells. At all times while this Agreement is in force, either in whole or in part, Unit Operator shall conduct its operations and activities, and otherwise fulfill its obligations, under this Agreement as would a reasonably prudent operator, in a good and workmanlike manner, with due diligence and dispatch, in accordance with good oilfield practice, and in compliance with all applicable laws, ordinances, rules, regulations and orders. Without limiting the foregoing, and except as otherwise agreed in writing by WISE, GLO, and Unit Operator, each well commenced by Unit Operator pursuant to this Agreement shall be drilled:
 - 1. in a bona fide attempt to produce oil and/or gas;
 - 2. at a legal location (or locations) of Unit Operator's choice on the Unit Area; and
 - 3. with reasonable diligence through completion.
- C. Continuous Development; Partial Expiration in Absence of Continuous Development.
 - 1. Continuous Development.
 - a. This Agreement shall continue in force and effect as to the entire Unit Area for as long as Unit Operator has the right to conduct, and is conducting, Continuous Development. "Continuous Development" means:
 - i. during 2018 only, the drilling and completion, subject to Article V.C.1.b, of Horizontal Drainhole Wells on the Unit Area or on the Wise Unit No. 2 Unit Area, or on both of said unit areas, having an aggregate Horizontal Drainhole Displacement of a minimum of 176,400 feet; and
 - ii. during every calendar year thereafter, the drilling and completion, subject to Article V.C.1.b, of Horizontal Drainhole Wells on the Unit Area or on the Wise Unit No. 2 Unit Area, or on both of said unit areas, having an aggregate Horizontal Drainhole Displacement of a minimum of 294,000 feet.

The minimum aggregate Horizontal Drainhole Displacement that must be drilled and completed in 2018 or any subsequent calendar year in order to constitute Continuous Development, as provided above, is the "Development Obligation" for such year.

- b. For purposes of Articles V.C.1 and V.C.3.a only, if actual drilling of a Horizontal Drainhole Well is commenced during 2018 or any subsequent calendar year, and such well is thereafter drilled and completed in accordance with Article V.B herein, it shall be deemed that the well has been drilled and completed during such calendar year, even if the well was actually drilled, in part, and/or completed, in whole or part, during the next succeeding calendar year.

Further, if:

- (a) Unit Operator commences actual drilling of one or more Horizontal Drainhole Wells during any calendar year (the "Obligation Year") and completes such well(s) in accordance with Article V.B during the next succeeding calendar year;
- (b) the Horizontal Drainhole Displacement of such well(s), if completed as planned, when taken together with any other credits earned by Unit Operator toward its Development Obligation for the Obligation Year under Articles V.C.1, V.C.3.a and V.C.3.b, would allow Unit Operator to achieve its Development Obligation for the Obligation Year; and
- (c) due to causes not reasonably within Unit Operator's control (excluding economics), such wells are not completed as planned and the aggregate Horizontal Drainhole Displacement of the wells is insufficient to allow Unit Operator to meet its Development Obligation for the Obligation Year;

then, notwithstanding any other provision in Article V.C to the contrary, this Agreement will not terminate because Unit Operator failed to meet its Development Obligation for the Obligation Year due to such causes alone and Unit Operator's Development Obligation for the calendar year next succeeding the Obligation Year will automatically increase by the number of feet equal to the positive difference between Unit Operator's Development Obligation for the Obligation Year and the aggregate Horizontal Drainhole Displacement Unit Operator actually earned (or for which Unit Operator was credited) toward its Development Obligation for the Obligation Year; provided, however, the provisions of this paragraph (beginning with the phrase "Further, if:") will not apply if the number of feet that is the positive difference between Unit Operator's Development Obligation for the Obligation Year and the aggregate Horizontal Drainhole Displacement Unit Operator actually earned (or for which Unit Operator was credited) toward its Development Obligation for the Obligation Year is greater than 9,800 feet.

2. Partial Expiration in Absence or Upon Cessation of Continuous Development.

- a. If during 2018 or any subsequent calendar year Unit Operator fails to meet its Development Obligation for the year, then, effective as of the end of such year (the "Termination of Continuous Development"), this Agreement shall automatically terminate insofar as it covers the entire Unit Area, save and except any Retained Participation Unit. A "Retained Participation Unit" means:
- i. a well producing or capable of producing Unitized Substances in paying quantities; and
 - ii. that portion of the Unit Area situated within the geographic boundaries of the Participation Unit designated for such well, limited to those depths situated between the top of the Bell Canyon formation and the base of the deepest formation from which such well is then producing Unitized Substances, whether or not in paying quantities.
- b. Subject to the agreements and requirements stated in subparagraphs i. and ii. immediately below, if at such time there exists more than one Retained Participation Unit, then this Agreement shall automatically be segregated into separate and distinct agreements, each of which shall cover a single Retained Participation Unit (a "Participation Unit Agreement"). Each such Participation Unit Agreement shall be deemed to contain the same terms and provisions as those set forth in this Agreement, except that the Unit Area subject to such Participation Unit Agreement shall consist solely of the single Retained Participation Unit covered thereby. Operations on and/or production from (or attributable to) the lands covered by one Participation Unit Agreement shall not serve to maintain or otherwise affect the status of any other Participation Unit Agreement. For operations on each Retained Participation Unit, Unit Operator shall retain surface and subsurface easements across or under, and rights of ingress and egress across or under, that portion of the Unit Area not included in the Retained Participation Unit for wells, production facilities, roads, pipelines, power lines, communications facilities, and otherwise necessary or useful for the purpose of producing, operating, drilling, reworking, storing, transporting, marketing, plugging and abandoning wells for oil or gas situated on the Retained Participation Unit.
- i. The segregation of this Agreement into separate Participation Unit Agreements shall not create lease lines or boundary lines for purposes of the permitting of any well or take point in a Participation Unit Agreement under the rules of the RRC, and the Parties agree that no well or take point in a Participation Unit Agreement shall be required to be permitted or re-permitted because of such segregation. However, if the permitting or re-permitting of a well or take point in a Participation Unit Agreement is required because the well or take point will be nearer to a boundary of that Participation Unit Agreement than the minimum lease line spacing distance under then applicable RRC rules, the Parties agree to waive notice, hearing, and objection to

a spacing exception permit for that well or take point with regard to that boundary.

- ii. The provisions of the immediately preceding subparagraph i. shall be binding upon the Parties to this Agreement and their respective successors and assigns, as well as each owner of any interest in any subsequent oil or gas lease covering all or part of the Unit Area, and shall be a covenant running with the land.

3. Credits Toward Development Obligation.

- a. Credit for Excess Drilling. Subject to the further provisions of this Article 5.C.3.a., if the aggregate Horizontal Drainhole Displacement of the Horizontal Drainhole Wells Unit Operator drills and completes during 2018 or any subsequent calendar year exceeds Unit Operator's Development Obligation for the year, Unit Operator shall have the right to apply the excess (i.e., the positive difference between the aggregate Horizontal Drainhole Displacement Unit Operator actually drilled and completed during such year and Unit Operator's Development Obligation for the year) as a credit toward its Development Obligation for the next succeeding calendar year ("Displacement Credit"). The aggregate Horizontal Drainhole Displacement drilled and completed by Unit Operator during any given calendar year shall be computed as the Horizontal Drainhole Displacement actually drilled and completed by Unit Operator during such year plus any Displacement Credit Unit Operator has the right to apply toward its Development Obligation for the year; provided, however, the maximum Displacement Credit that may be earned during any given calendar year and applied as a credit toward Unit Operator's Development Obligation during the next succeeding calendar year is 176,400 feet, if the credit is earned during 2018, or 294,000 feet, if the credit is earned during any subsequent calendar year.

- b. Credit for Density Drilling.

- i. For purposes of this Agreement, "Horizon" means a stratum of earth thought to contain a common accumulation of oil or gas separately producible from any other common accumulation of oil or gas. A Horizon may comprise one of several stratigraphic intervals or zones within a geologic formation or an entire formation. By way of illustration and not limitation, the Wolfcamp formation or interval may consist of four (or more) Horizons known as the Wolfcamp A, Wolfcamp B, Wolfcamp C and Wolfcamp D, and the Bone Spring formation or interval may consist of eight (or more) Horizons known as the Avalon (or Avalon formation), Charkey (or Charkey formation), the 1st, 2nd and 3rd Bone Spring Carbonates and the 1st, 2nd and 3rd Bone Spring Sands. A "Half Section" means a single legal subdivision of a section of land comprising one-half of the section.
- ii. If during any rolling 365-day time period Unit Operator completes Horizontal Drainhole Wells on the Unit Area having an aggregate

Horizontal Drainhole Displacement within the same Horizon in any two adjacent Half Sections equal to at least 78,400 feet, then Lessee shall receive credit toward its Development Obligation equal to 25% of the aggregate Horizontal Drainhole Displacement of such wells situated within such Half Sections for the calendar year in which the completion of the last of such wells occurs. For purposes of the immediately preceding sentence, the last of such wells is the well which when completed in accordance this paragraph causes the aggregate Horizontal Drainhole Displacement for such 365-day time period to meet or exceed 78,400 feet. Two Half Sections shall be considered to be adjacent if:

- (a) the wells for which credit is being given are oriented in generally a north-south direction and the eastern boundary line of one of the Half Sections is common with the western boundary line of the other Half Section; or
- (b) the wells for which credit is being given are oriented in generally an east-west direction and the northern boundary line of one of the Half Sections is common with the southern boundary line of the other Half Section.

Any credit earned under this Article V.C.3.b. shall be in addition to any Continuous Development credited earned under Section V.C.1 and any Displacement Credit earned under Article V.C.3.a.

D. Participation Units: Additional Participation Unit Termination Events.

I. Participation Units.

- a. Upon completion of any well on the Unit Area as a producer of, or as a well capable of producing, Unitized Substances in paying quantities, Unit Operator shall dedicate to such well, in accordance with the further provisions of this Article V.D., a geographic area encompassing and surrounding such well (a "Participation Unit"); provided, however:
 - i. if the well is completed in an existing Participation Unit and under the further provisions of this Article V.D. the Participation Unit for such well can be the same in size and location as the existing Participation Unit, then Unit Operator may, but shall not be required, to dedicate the existing Participation Unit as the Participation Unit for such well; or
 - ii. if the well is completed in an existing Participation Unit, but under the further provisions of this Article V.D. the Participation Unit for such well is required or allowed to be different in size or location as the existing Participation Unit, then Unit Operator shall dedicate a new Participation Unit to such well in accordance with the further provisions of this Article V.D.

It is understood and agreed that a Participation Unit dedicated to one well or wells may overlap with the Participation Unit dedicated to another well or wells; and in the event two or more Participation Units do overlap, each of such Participation Units shall, for all purposes of this lease, be treated as a separate and distinct Participation Unit.

On or before January 31 of each calendar year beginning in 2019, but in no event later than 45 days following the Termination of Continuous Development or any other termination or partial termination of this Agreement, Unit Operator shall designate for each of the wells completed during the preceding calendar year the Participation Unit dedicated thereto by one or more written instruments, record the instruments in Culberson County, Texas, and furnish copies of the recorded instruments, with the recording information prominently displayed thereon, to Owner and the State of Texas.

Each Participation Unit shall be effective as of the date of first production of Unitized Substances from the first well to which such Participation Unit was dedicated. Each Participation Unit shall conform to the spacing, density and proration provisions for such well, as permitted or prescribed in applicable RRC rules and/or orders; provided, however, no Participation Unit shall contain more than the maximum amount of acreage specified in the following tables, plus a tolerance of ten percent (10%):

VERTICAL WELLS		
Deepest Producing Formation in Participation Unit		Maximum Size of Participation Unit (in acres)
Top of Bell Canyon through Base of Brushy Canyon		40
Top of Bone Spring through Base of Wolfcamp		80
Top of Cisco Through Base of Morrow	If Oil Well	80
	If Gas Well	160
Below Base of Morrow	If Oil Well	160
	If Gas Well	320

HORIZONTAL DRAINHOLE WELLS		
Deepest Producing Formation in Participation Unit	Horizontal Drainhole Displacement	Maximum Size of Participation Unit (in acres)
All Formations from Top of Bell Canyon Through Base of Wolfcamp	100* - 871	40
	872 - 2,674	80
	2,675 - 4,012	120

	4,013 – 5,350	160
	5,351 – 6,688	200
	6,689 – 8,026	240
	8,027 – 9,364	280
	9,365 – 10,702	320
	10,703 – 12,040	360
	12,041 – 13,378	400
	13,379 – 14,716	440
	14,717 – 16,054	480
	for each additional 1,337-foot increment	an additional 40 acres
All Formations Below Base of Wolfcamp	100* – 871	80
	872 – 2,674	160
	2,675 – 4,012	240
	4,013 – 5,350	320
	5,351 – 6,688	400
	6,689 – 8,026	480
	8,027 – 9,364	560
	9,365 – 10,702	640
	10,703 – 12,040	720
	12,041 – 13,378	800
	13,379 – 14,716	880
	14,717 – 16,054	960
	for each additional 1,337-foot increment	an additional 80 acres
<i>* If the distance from the first take point to the last take point is less than 100', then, for purposes of computing the maximum amount of acreage that may be included in the Participation Unit designated for such well, the well shall be deemed to be a Vertical Well.</i>		

- b. Each Participation Unit shall also be as nearly in the form of a square or rectangle as is reasonably practicable, and the take point locations of the well or wells to which such Participation Unit has been dedicated shall be at legal locations in, on or under such Participation Unit. GLO, any Parties ratifying this Agreement and, subject to that certain Surface Use Agreement dated effective June 20, 2013, between CHEVRON and Wise, as amended (the "Chevron/Wise SUA"), WISE authorize and consent to

the development of the Unit Area utilizing Horizontal Drainhole Wells, offsite tract surface locations and offsite tract penetration points for wells on any Participation Unit or Retained Participation Unit, as permitted by Ford, West (Wolfcamp) Field Rule No. 2 issued in Texas Railroad Commission Oil and Gas Docket No. 08-0297138 on January 12, 2016, by RRC Rule 86, subsection (g), by other applicable field rules or laws, or by any successor rule, regulation or law. "Penetration point" shall have the meaning ascribed thereto as of the Effective Date in RRC Rule 86.

- c. Nothing herein shall be construed as prohibiting Unit Operator from revising an existing Participation Unit as to the amount or configuration of acreage included therein, or other matters; provided, however, the revised Participation Unit must comply with the requirements of this Article V.D. Unit Operator may revise a Participation Unit as provided herein by recording in Culberson County, Texas, a written instrument referencing or describing the existing Participation Unit, and the well or wells to which such Participation Unit is dedicated, and describing the revised Participation Unit, and furnishing the GLO and Wise with a copy of the recorded instrument, with the recording information prominently displayed thereon. The effective date of the revised Participation Unit shall be the date such instrument is received by the GLO and Wise, or as otherwise agreed by the Parties. The provisions of this paragraph apply also to Retained Participation Units after Termination of Continuous Development.
- d. Except as otherwise expressly provided in this Agreement or agreed in writing by the GLO and Wise, in advance, a Participation Unit or Retained Participation Unit formed or revised pursuant to this provision shall never contain lands other than lands in the Unit Area; provided, however, at Unit Operator's option, which must be exercised reasonably and in good faith, a Participation Unit may consist of lands situated partially in the Unit Area and partially in the Wise Unit No. 2 Unit Area.

2. Retained Participation Unit Termination Events. Notwithstanding any other provision of this Agreement to the contrary:

- a. If at any time after the Termination of Continuous Development production of Unitized Substances in paying quantities from any Retained Participation Unit, after once obtained, should cease from any cause, then, subject to the further provisions of this Article V.D.2.a., this Agreement shall automatically terminate insofar as it covers such Participation Unit; provided, however, this Agreement shall not terminate as to such unit if Unit Operator commences additional drilling or reworking operations on the Retained Participation Unit within ninety (90) days after such cessation, and this Agreement shall remain in full force and effect as to the Retained Participation Unit for so long as Unit Operator conducts such operations in accordance with the standards contained in Article V.B without interruptions totaling more than ninety (90) days. If such drilling or reworking operations result in the production of oil or gas in paying quantities, then this Agreement shall remain in full force and effect as to such Retained Participation Unit for so long as oil or gas is produced

therefrom in paying quantities or payment of shut-in oil or gas well royalties or payment of compensatory royalties is made with respect to such Retained Participation Unit as provided in the Delaware Ranch Lease or as provided by law. If the drilling or reworking operations result in the completion of a well as a dry hole, this Agreement will not terminate as to such Retained Participation Unit if Unit Operator commences additional drilling or reworking operations on such unit within ninety (90) days after the completion of the well as a dry hole, and this Agreement shall remain in effect as to such Retained Participation Unit for as long as Unit Operator continues drilling or reworking operations in accordance with the standards contained in Article V.B without interruptions totaling more than ninety (90) days. Unit Operator shall give written notice to the GLO and Wise within thirty (30) days of any cessation of production lasting more than the applicable time period specified in this Article V.B.2.a. within thirty (30) days after the expiration of such time period. In the event Unit Operator has drilled and completed 100 or more Horizontal Drainhole Wells on the Unit Area or Wise Unit No. 2 Unit Area, or on both of said unit areas, that are producing or capable of producing Unitized Substances in paying quantities at the time this Article V.B.2.a. is invoked, all references to "ninety (90) days" in this Article V.B.2.a. will be replaced with "one hundred twenty (120) days". In the event Unit Operator has drilled and completed 200 or more Horizontal Drainhole Wells on the Unit Area or Wise Unit No. 2 Unit Area, or on both of said unit areas, that are producing or capable of producing Unitized Substances in paying quantities at the time this Article V.B.2.a. is invoked, all references to "ninety (90) days" in this Article V.B.2.a. will be replaced with "one hundred fifty (150) days".

b. Upon the expiration of five (5) years following the Termination of Continuous Development, if any, or January 1, 2028, whichever is later to occur, this Agreement shall automatically expire as to all of the:

- i. lands within the geographic boundaries of the Retained Participation Unit then covered by this Agreement, save and except the minimum amount of acreage then necessary under RRC rules for each well to which such Retained Participation Unit is dedicated to be produced at maximum allowables; and
- ii. depths in and under such Retained Participation Unit, save and except the depths situated between the top of the shallowest formation within such Retained Participation Unit from which Unitized Substances are then being produced (whether in paying quantities or not) and the base of the deepest formation within such Participation Unit from which Unitized Substances are then being produced (whether in paying quantities or not);

provided, however, if at the time of such expiration Unitized Substances are not being produced, or capable of being produced, in paying quantities from such Retained Participation Unit, and this Agreement is not being maintained in force with respect to such Retained Participation Unit under another provision hereof, then this Agreement shall automatically

terminate insofar as it covers such Retained Participation Unit.

- c. Upon the expiration of ten (10) years following the Termination of Continuous Development, if any, or January 1, 2038, whichever is later to occur, this Agreement shall automatically expire as to all of the:
- i. lands within the geographic boundaries of the Retained Participation Unit then covered by this Agreement, save and except the minimum amount of acreage then necessary under RRC rules for each well to which such Participation Unit is dedicated to be produced at maximum allowables; and
 - ii. depths in and under such Retained Participation Unit, save and except each formation within such Retained Participation Unit from which Unitized Substances are then being produced (whether in paying quantities or not);

provided, however, if at the time of such expiration Unitized Substances are not being produced, or capable of being produced, in paying quantities from such Retained Participation Unit, and this Agreement is not being maintained in force with respect to such Retained Participation Unit under another provision hereof, then this Agreement shall automatically terminate insofar as it covers such Retained Participation Unit.

- d. Upon the expiration of twenty (20) years following the Termination of Continuous Development, if any, or January 1, 2048, whichever is later to occur, this Agreement shall automatically expire as to all of the:
- i. lands within the geographic boundaries of the Retained Participation Unit then covered by this Agreement, save and except the minimum amount of acreage then necessary under RRC rules for each well to which such Retained Participation Unit is dedicated to be produced at maximum allowables; and
 - ii. depths in and under such Retained Participation Unit, save and except each Horizon within such Retained Participation Unit from which Unitized Substances are then being produced (whether in paying quantities or not);

provided, however, if at the time of such expiration Unitized Substances are not being produced, or capable of being produced, in paying quantities from such Retained Participation Unit, and this Agreement is not being maintained in force with respect to such Retained Participation Unit under another provision hereof, then this Agreement shall automatically terminate insofar as it covers such Retained Participation Unit.

- E.** Pursuant to the consolidation and unitization of the lands and Leases in Article III of this Agreement and the creation of the Wise Unit No. 2, and subject to the provisions of the Chevron/Wise SUA, Unit Operator may develop the Unit Area utilizing Horizontal Drainhole Wells, offsite tract surface locations, or offsite tract penetration points drilled in,

under, or between the lands and Leases identified in Exhibits "A" and "B" or drilled in, under, or between the lands and Leases located in the Unit Area or in the Wise Unit No. 2, as permitted by Ford, West (Wolfcamp) Field Rule No. 2 issued in Texas Railroad Commission Oil and Gas Docket No. 08-0297138 on January 12, 2016, by 16 Tex. Admin. Code §3.86(g), by other applicable field rules, or by any successor rule, regulation or law.

- F. Unit Operator shall conduct all of its activities hereunder as would a reasonable prudent operator under all of the relevant facts and circumstances to the end that the Unit Area shall be fully developed in accordance with all of the terms and conditions of this Agreement.

VI. TERM AND TERMINATION:

- A. Subject to the Commissioner's approval, this Agreement shall be effective upon the Effective Date, and shall continue in force and effect as provided above. Unit Operator, together with Working Interest Owners owning not less than 75% of the working interest in the Unit Area on an acreage basis, may voluntarily terminate this Agreement as to all or any portion of the Unit Area, save and except any lands and depths comprising a Participation Unit or Retained Participation Unit that is dedicated to a well from which oil and/or gas is then being produced, or capable of being produced, in paying quantities, upon sixty (60) days advance written notice to the Commissioner. Termination of this Agreement, in whole or part, shall not relieve Unit Operator or the non-operating Working Interest Owners of any obligations, including without limitation plugging any well in accordance with the requirements of the Lease or applicable law, that may have accrued prior to the date of such termination.
- B. Should this Agreement terminate in whole or part for any cause, the Leases and any other contracts affecting the lands within the Unit Area, if not then otherwise maintained in force and effect, shall remain and may be maintained in force and effect under their respective terms and conditions in the same manner as though there had been production or operations under such Leases or contracts and such production had ceased on the date of such termination or partial termination of this Agreement.

VII. ALLOCATION OF PRODUCTION:

- A. Unit Area Wells. Subject to Article VII.B below, all unitized substances produced from the Unit Area, and from any Retained Participation Units subsequent to Termination of Continuous Development, shall be allocated to the below-listed owners, and all proceeds of such production and the royalties thereon shall be paid to the owners in the following proportions:

CHEVRON	86.052567%
GLO	06.251856%
WISE ASSET NO. 8, LTD.	06.013533%
WISE ASSET NO. 10, LTD.	01.630843%
Stephen Neil Prewitt	00.025601%
John Collins Prewitt	00.025601%

In addition to the surface commingling authorized under Article III.B, the GLO and WISE hereby grant Unit Operator the authority to surface commingle Unitized Substances produced solely from the Unit Area, including any Retained Participation Unit, or any

Participation Unit, and GLO and WISE agree that such authorization satisfies 16 Tex. Admin. Code §§3.26(b) and 3.27(e), and 31 Tex. Admin. Code §9.35(a)(3), and any successor rule, regulation or law.

- B. Unit Crossing Wells. The Unit Operator is hereby authorized to drill Horizontal Drainhole Wells across the boundary lines between the Unit Area and the Wise Unit No. 2 Unit Area ("Unit-Crossing Wells"). Each such unit area will be deemed to have produced a portion of the oil and gas produced from a Unit-Crossing Well on the basis of an allocation factor. For the Unit Area, the allocation factor is a fraction, the numerator of which is equal to the length of the Horizontal Drainhole Displacement of the Unit-Crossing Well that lies under the Unit Area and the denominator of which is equal to the total length of the Horizontal Drainhole Displacement of the Unit-Crossing Well. Likewise, for the Wise Unit No. 2 Unit Area, the allocation factor is a fraction, the numerator of which is equal to the length of the Horizontal Drainhole Displacement of the Unit-Crossing Well that lies under the Wise Unit No. 2 Unit Area and the denominator of which is the total length of the Horizontal Drainhole Displacement of the Unit-Crossing Well. Each owner in the Unit Area and the Wise Unit No. 2 Unit Area will receive its proportionate share, as described in the respective Agreement or Wise Unit No. 2 Unit Agreement, of the production or proceeds from a Unit-Crossing Well based upon the applicable allocation formula, as provided above.
- C. Production in Kind. Nothing contained in this Agreement shall be construed to alter any person's or Party's right to take its allocated share of oil or gas production in kind. Royalties payable to the State of Texas and Owners on allocated production shall be computed and paid in the time and manner provided for in the Leases.

VIII. MINIMUM ROYALTY, COMPENSATORY ROYALTY AND DUTY TO PROTECT FROM DRAINAGE:

- A. Any minimum royalties that become due under any of the Leases shall be computed and paid in accordance with the terms of such Lease, and nothing in this Agreement shall operate to relieve the lessee or lessees under such Lease from the obligation to pay such minimum royalty as provided therein.
- B. The drilling and completion of a well within the Unit Area pursuant to this Agreement, or on both the Unit Area and the Wise Unit No. 2 Unit Area pursuant to this Agreement and the Wise Unit No. 2 Unit Agreement, shall not obligate the lessee under any express or implied provision of any of the Leases to drill an offset well, pay compensatory royalty or otherwise protect the lands covered by such Lease from drainage; however, nothing in this Agreement shall relieve Operator from protecting lands within the Unit Area, as would a reasonably prudent operator, from drainage occurring from wells on lands, other than lands then subject to the Wise Unit No. 2 Unit Agreement, situated outside the Unit Area.

IX. LEASES EXTENDED AND CONFORMED:

- A. The terms and provisions of all Leases and any other contracts relating to exploration, drilling, development or operation for Unitized Substances on lands committed to this Agreement are hereby expressly modified and amended to the extent, and only to the extent, necessary to make them conform to the provisions hereof, but such Leases and contracts, if any, shall otherwise remain in force and effect subject to and in accordance with their terms; and the Commissioner by his approval hereof does hereby establish, alter,

or change the drilling, producing and royalty requirements of the Leases committed hereto to the extent, and only to the extent, necessary to conform said requirements to the provisions of this Agreement. Notwithstanding the provisions of this Article IX.A, the termination or partial termination of this Agreement alone will not in any way effect a similar, or any, termination or partial termination of any of the Leases, and the Leases are not modified or amended to effect such a termination or partial termination. Despite the termination or partial termination of this Agreement, the Leases will continue in full force and effect, or expire or terminate in whole or part, subject to and in accordance with their respective terms and in accordance with Article VI.B.

- B. Prior to the Termination of Continuous Development, drilling operations on and/or production of Unitized Substances from any tract of land covered by this Agreement will be deemed to be drilling operations on and/or production of Unitized Substances from all of the tracts comprising the Unit Area, and no Lease shall be deemed to have expired by reason of the lessee's failure to conduct any such operations on, or produce Unitized Substances from, any of the lands covered by such Lease.
- C. From and after the Termination of Continuous Development or any other partial termination of this Agreement, and notwithstanding any other provision of this Agreement to the contrary, each of the Leases may be maintained in force as to lands and depths that are not subject to this Agreement only as provided in such Leases without regard to operations on or production pursuant to this Agreement; and neither operations on nor production from the lands and depths subject to this Agreement, nor the payment of shut-in royalties from a well drilled pursuant to this Agreement, shall serve to maintain any of the Leases in force as to any lands or depths that are not subject to this Agreement, regardless of whether the production or operations on the Unit Area, or the well for which shut-in royalties are being paid, are actually located on such Lease or not.

X. GENERAL:

- A. Notices. All notices, demands, or communications required hereunder shall be in writing and shall be delivered by certified mail, commercial courier, personal delivery, or facsimile, to the receiving party at its address listed under its signature line below. Parties may change their address of record on thirty (30) days advance written notice.
- B. Force Majeure. If, after good faith effort and the exercise of due care and diligence Unit Operator is prevented from complying with any covenant or obligation to conduct drilling operations on or produce Unitized Substances from the lands covered by this Agreement by reason of war, rebellion, riots, strikes, acts of God, or any valid order, rule or regulation of government authority, then while so prevented, Unit Operator's obligation to comply with such covenant or obligation shall be suspended and Unit Operator shall not be liable for damages for failure to comply therewith; provided, however, nothing in this provision shall suspend any financial obligations.
- C. Covenants run with the land. The covenants herein shall be construed to be covenants running with the land with respect to the interests of the Parties, their successors or assigns, and any grant, transfer or conveyance of an interest in any land or Lease subject to this Agreement shall be and is hereby conditioned upon the assumption of all privileges and obligations hereunder by the grantee, transferee, assignee, or other successor in interest.
- D. Counterparts. This Agreement may be executed in any number of counterparties, none of which

need be executed by all Parties, or may be ratified or consented to by separate written instrument specifically referring hereto, and shall be binding upon all parties who have executed a counterpart, ratification or consent to this Agreement, with the same force and effect as if all such parties had signed the same document.

- E. Wise execution. Wise, as Owner under the Delaware Ranch Lease, joins in execution of this Agreement to evidence its consent and agreement to the terms and provisions hereof.
- F. Exhibits. All exhibits attached to this Agreement are made a part hereof.

[Remainder of page intentionally left blank]

XI. EXECUTION:

IN WITNESS WHEREOF, this Agreement is executed by each party as of the date evidenced by their acknowledgement or set out beneath their signature, but to be EFFECTIVE as of the Effective Date.

CHEVRON U.S.A. INC.

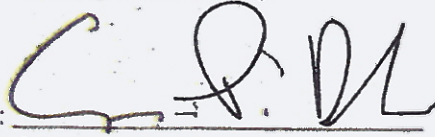
By: 

Name: Robert Nunmaker

Title: Attorney-in-Fact

Address for Notices
1400 Smith Street
Houston, Texas 77002
Attn: Land Manager

THE STATE OF TEXAS

By: 

George P. Bush

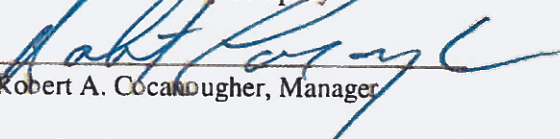
Commissioner of the General Land Office

Date: April 16 2018

Address for Notices
1700 North Congress Avenue
Austin, Texas 78701

Wise Asset No. 8, Ltd., a Texas limited partnership

By and Through its General Partner, Wise Asset Management No. 8, LLC,
a Texas limited liability company

By: 
Robert A. Cocanougher, Manager

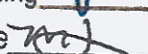
Address for Notices
6851 NE Loop 820, Suite 200
North Richland Hills, Texas 76180
Attn: Bill Patterson

Wise Asset No. 10, Ltd., a Texas limited partnership

By and Through its General Partner, Wise Asset Management No. 10, LLC,
a Texas limited liability company

By: 
Robert A. Cocanougher, Manager

Address for Notices
6851 NE Loop 820, Suite 200
North Richland Hills, Texas 76180
Attn: Bill Patterson

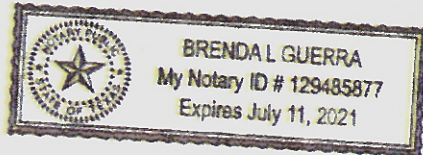
Approved Legal 
Contents 
Min. Leasing 
Executive 

ACKNOWLEDGEMENTS

STATE OF TEXAS §

COUNTY OF HARRIS §

This instrument was acknowledged before me this 4th day of April, 2018, by, Robert Nunmaker, Attorney-in-Fact, of Chevron U.S.A. Inc., a Pennsylvania corporation, on behalf of said corporation.

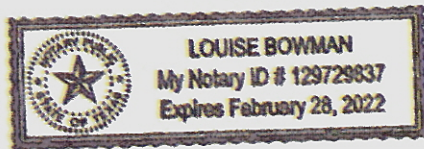


Brenda L. Guerra
Notary Public in and for the State of Texas

STATE OF TEXAS §

COUNTY OF TARRANT §

This instrument was acknowledged before me this 6th day of April, 2018, Robert A. Cocanougher, as Manager of Wise Asset No. 8, Ltd, a Texas limited partnership, Individually and as Agent for the State of Texas, and as Manager of Wise Asset No. 10, Ltd, a Texas limited partnership, Individually and as Agent for the State of Texas, on behalf of said limited partnerships.



L. Bowman
Notary Public in and for the State of Texas

Exhibit "A"

Attached to and made a part of that certain Unit Agreement for the Development and Operation of the Delaware Ranch – State Unit, Culberson County, Texas

LEASES

Lessor	Lessee	Lease Date	County	State	Description	Recording*
Wise Asset No. 8, LTD., Wise Asset No. 10, LTD., and the State of Texas	COG Operating LLC	3/28/2013	Culberson	TX	See the attached Schedule A-I	Vol. 101, Page 366, Oil & Gas Records
Prewitt, Stephen Neil	COG Operating LLC	3/4/2014	Culberson	TX	Block 60, Township 1, T&P Ry. Co. Survey Section 30: All, containing 678.00 acres, more or less Section 32: South One-Half of the Southeast Quarter (S/2 SE/4), containing 80.00 acres, more or less	Vol. 112, Page 734, Oil & Gas Records
Prewitt, John Collins	COG Operating LLC	3/4/2014	Culberson	TX	Block 60, Township 1, T&P Ry. Co. Survey Section 30: All, containing 678.00 acres, more or less Section 32: South One-Half of the Southeast Quarter (S/2 SE/4), containing 80.00 acres, more or less	Vol. 112, Page 744, Oil & Gas Records

MF114883

MF116786B

MF116786A

**Instruments listed are recorded in Culberson County, Texas.*

Schedule "A-1"

This lease covers the following described lands located in T&P RR. Co. Survey, Culberson County, Texas:

Section	Block	Township	Gross Acres (more or less)
6	60	1	661.00
8	60	1	675.60
14	60	1	673.00
16	60	1	675.50
18	60	1	678.02
20	60	1	675.60
28	60	1	675.00
30	60	1	678.00
32	60	1	675.40
34	60	1	676.00
2	61	1	677.00
4	61	1	668.00
6	61	1	657.00
8	61	1	692.00
10	61	1	689.00
12	61	1	691.00
14	61	1	697.50
16	61	1	691.00
18	61	1	683.00
20	61	1	692.00

Section	Block	Township	Gross Acres (more or less)
22	61	1	688.70
24	61	1	690.90
26	61	1	697.50
28	61	1	691.00
30	61	1	681.90
32	61	1	693.00
34	61	1	690.00
36	61	1	692.00
38	61	1	698.60
40	61	1	692.00
42	61	1	684.00
44	61	1	699.00
46	61	1	696.60
48	61	1	698.00
12	62	1	689.00
24	62	1	693.70
36	62	1	674.00
4	61	2	697.00
6	61	2	689.50
8	61	2	698.00
N/2 of 10	61	2	347.50
12	61	2	697.60
20	61	2	696.60
28	61	2	685.00
30	61	2	677.00
Total Gross Acres:			30,518.72

Exhibit "A-1"

Attached to and made a part of that certain Unit Agreement for the Development and Operation of the Delaware Ranch - State Unit, Culberson County, Texas

PLAT OF THE UNIT AREA

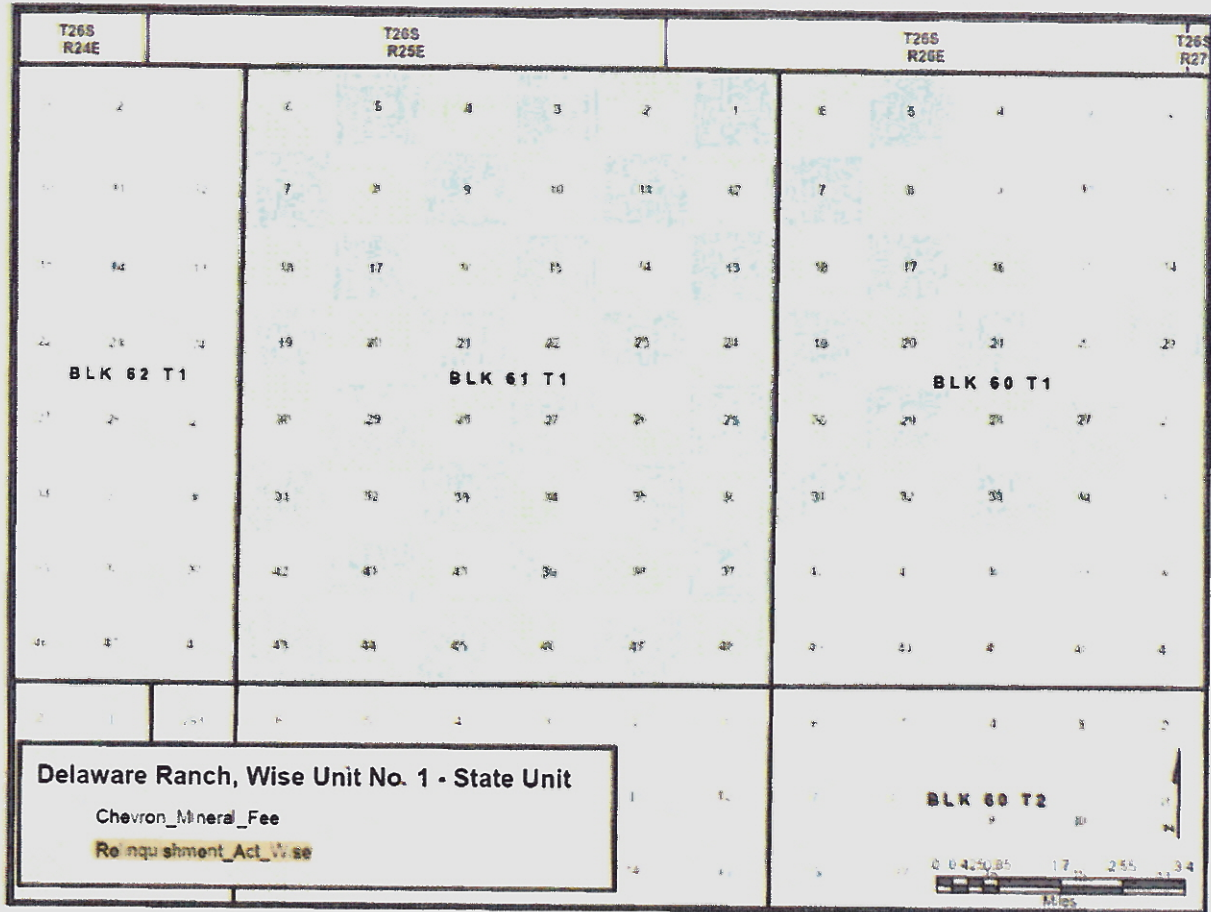


Exhibit "B"

Attached to and made a part of that certain Unit Agreement for the Development and Operation of the Delaware Ranch – State Unit, Culberson County, Texas

LANDS COMMITTED TO THE UNIT AREA

Block 60, Township 1, T&P Ry. Co. Survey, Culberson County, Texas:

All of Section 5, containing 660 acres, more or less – Chevron Mineral Fee Tract*
All of Section 6, containing 661 acres, more or less
All of Section 7, containing 678 acres, more or less – Chevron Mineral Fee Tract*
All of Section 8, containing 675.6 acres, more or less
All of Section 14, containing 673 acres, more or less
All of Section 16, containing 675.5 acres, more or less
All of Section 17, containing 675 acres, more or less – Chevron Mineral Fee Tract*
All of Section 18, containing 678.02 acres, more or less
All of Section 19, containing 678 acres, more or less – Chevron Mineral Fee Tract*
All of Section 20, containing 675.6 acres, more or less
All of Section 21, containing 675 acres, more or less – Chevron Mineral Fee Tract*
All of Section 23, containing 673 acres, more or less – Chevron Mineral Fee Tract*
All of Section 27, containing 675 acres, more or less – Chevron Mineral Fee Tract*
All of Section 28, containing 675 acres, more or less
All of Section 29, containing 675 acres, more or less – Chevron Mineral Fee Tract*
All of Section 30, containing 678 acres, more or less
All of Section 31, containing 679 acres, more or less – Chevron Mineral Fee Tract*
All, less S/2 SE/4 of Section 32, containing 590.975 acres, more or less
S/2 SE/4 of Section 32, containing 84.425 acres, more or less
All of Section 33, containing 676 acres, more or less – Chevron Mineral Fee Tract*
All of Section 34, containing 676 acres, more or less

Block 61, Township 1, T&P Ry. Co. Survey, Culberson County, Texas:

All of Section 1, containing 673 acres, more or less – Chevron Mineral Fee Tract*
All of Section 2, containing 677 acres, more or less
All of Section 3, containing 668 acres, more or less – Chevron Mineral Fee Tract*
All of Section 4, containing 668 acres, more or less
All of Section 5, containing 668 acres, more or less – Chevron Mineral Fee Tract*
All of Section 6, containing 657 acres, more or less
All of Section 7, containing 683 acres, more or less – Chevron Mineral Fee Tract*
All of Section 8, containing 692 acres, more or less
All of Section 9, containing 691 acres, more or less – Chevron Mineral Fee Tract*
All of Section 10, containing 689 acres, more or less
All of Section 11, containing 697 acres, more or less – Chevron Mineral Fee Tract*
All of Section 12, containing 691 acres, more or less
All of Section 13, containing 691 acres, more or less – Chevron Mineral Fee Tract*
All of Section 14, containing 697.5 acres, more or less
All of Section 15, containing 689 acres, more or less – Chevron Mineral Fee Tract*
All of Section 16, containing 691 acres, more or less
All of Section 17, containing 692 acres, more or less – Chevron Mineral Fee Tract*
All of Section 18, containing 683 acres, more or less
All of Section 19, containing 683 acres, more or less – Chevron Mineral Fee Tract*
All of Section 20, containing 692 acres, more or less
All of Section 21, containing 691 acres, more or less – Chevron Mineral Fee Tract*

All of Section 22, containing 688.7 acres, more or less
All of Section 23, containing 697 acres, more or less – Chevron Mineral Fee Tract*
All of Section 24, containing 690.9 acres, more or less
All of Section 25, containing 691 acres, more or less – Chevron Mineral Fee Tract*
All of Section 26, containing 697.5 acres, more or less
All of Section 27, containing 689 acres, more or less – Chevron Mineral Fee Tract*
All of Section 28, containing 691 acres, more or less
All of Section 29, containing 692 acres, more or less – Chevron Mineral Fee Tract*
All of Section 30, containing 681.9 acres, more or less
All of Section 31, containing 664 acres, more or less – Chevron Mineral Fee Tract*
All of Section 32, containing 693 acres, more or less
All of Section 33, containing 692 acres, more or less – Chevron Mineral Fee Tract*
All of Section 34, containing 690 acres, more or less
All of Section 35, containing 698 acres, more or less – Chevron Mineral Fee Tract*
All of Section 36, containing 692 acres, more or less
All of Section 37, containing 692 acres, more or less – Chevron Mineral Fee Tract*
All of Section 38, containing 698.6 acres, more or less
All of Section 39, containing 690 acres, more or less – Chevron Mineral Fee Tract*
All of Section 40, containing 692 acres, more or less
All of Section 41, containing 693 acres, more or less – Chevron Mineral Fee Tract*
All of Section 42, containing 684 acres, more or less
All of Section 43, containing 690 acres, more or less – Chevron Mineral Fee Tract*
All of Section 44, containing 699 acres, more or less
All of Section 45, containing 698 acres, more or less – Chevron Mineral Fee Tract*
All of Section 46, containing 696.6 acres, more or less
All of Section 47, containing 704 acres, more or less – Chevron Mineral Fee Tract*
All of Section 48, containing 698 acres, more or less

*Non-Participating Royalty Interest of 2.8883% owned by Wise Asset No. 10

Exhibit "C"

Attached to and made a part of that certain Unit Agreement for the Development and Operation of the
Delaware Ranch – State Unit, Culberson County, Texas

EXCLUDED WELLS

(All located in Culberson County, Texas)

<u>WELL NAME</u>	<u>SECTION</u>	<u>BLOCK</u>	<u>TWNSHP</u>	<u>SURVEY</u>	<u>API</u>
DR STATE CENTRAL 202H	2	61	1	T&P RR CO	42-109-32824
DR STATE EAST 812H	8	60	1	T&P RR CO	42-109-32660
DR STATE CENTRAL 1213H	12	61	1	T&P RR CO	42-109-33025
DR STATE EAST 1803H	18	60	1	T&P RR CO	42-109-32659
DR STATE EAST 1602H	16	60	1	T&P RR CO	42-109-32577
OWL HILLS STATE 1402H	14	60	1	T&P RR CO	42-109-32584
DR STATE EAST 2003H	20	60	1	T&P RR CO	42-109-32604
DR STATE EAST 3003H	30	60	1	T&P RR CO	42-109-32657
DR STATE EAST 3028H	30	60	1	T&P RR CO	42-109-33034
DR STATE EAST 3029H	30	60	1	T&P RR CO	42-109-33033
DR STATE EAST 2803H	28	60	1	T&P RR CO	42-109-32658
DR STATE EAST 3428H	34	60	1	T&P RR CO	42-109-33027
DR STATE EAST 3403H	34	60	1	T&P RR CO	42-109-32837
DR STATE CENTRAL UNIT 2501H	25 & 36	61	1	T&P RR CO	42-109-32893
DR STATE CENTRAL 3405H	34	61	1	T&P RR CO	42-109-32681

00000005275

FILED FOR RECORD
AT 2:32 O'CLOCK P. M.

ON THE 26th DAY OF April

A.D., 2018.

Linda McDonald

COUNTY AND DISTRICT CLERK
CULBERSON COUNTY, TEXAS

BY Naley Kington
DEPUTY

STATE OF TEXAS

COUNTY OF CULBERSON

I hereby certify that this instrument
was FILED on the date and at the time
stamped hereon by me and was duly
RECORDED in the
Volume 31 and Page 811-897
of the OK
Records of Culberson County, Texas.



COUNTY AND DISTRICT
CLERK CULBERSON
COUNTY, TEXAS

File No. MF121030
Culberson County
Development Agreement
Date Filed: 2/3/23
Commissioner Dawn Buckingham, M.D.
By: MB Bamstey

Mary Barnstone

From: Marek, Kristen <Kristen.Marek@chevron.com>
Sent: Monday, October 10, 2022 2:16 PM
To: Mary Barnstone
Cc: Deborah Cantu; Joy McCauley
Subject: [EXTERNAL] RE: Unleased Highway ROW_Delaware Ranch-Wise State Unit #1
Attachments: Unit Acreage_State vs Fee.xlsx

Mary Beth,

The total acreage within the Delaware Ranch – Wise State Unit #1 should not be changing with the pooling of the highway ROW since it was incorrectly believed as leased via MF114883 (Wise lease) and was represented as such in the original Unit Agreement.

Chevron's original unit deck was based off the Exhibit "B" acreage figures in the Unit Agreement. I'm not sure why what was set up by the State is different from that. But those numbers are:

- 46533.82 total unit acres
- 190.60625 net acres of MF116786 A & B
- 23083.21375 net acres of MF114883
- 23260 private net acres

After the pooling, the revised unit should be set up as follows:

- 46533.82 total unit acres
- 190.60625 net acres of MF116786 A & B
- 23042.26375 net acres of MF114883
- 23260 private net acres
- 40.95 net acres from Highway ROW M-121030

The only change should be the reduction of 40.95 acres from MF114883 and movement of those same 40.95 acres to the highway ROW pooling agreement. I have some additional comments on your acreage figures below in red. Do you need me to revise the application and send it to you? Let me know if you have any other questions.

Thanks,

Kristen

From: Mary Barnstone <Mary.Barnstone@GLO.TEXAS.GOV>
Sent: Monday, October 3, 2022 6:13 PM
To: Marek, Kristen <Kristen.Marek@chevron.com>
Cc: Deborah Cantu <Deborah.Cantu@GLO.TEXAS.GOV>; Joy McCauley <Joy.McCauley@GLO.TEXAS.GOV>
Subject: [**EXTERNAL**] RE: Unleased Highway ROW_Delaware Ranch-Wise State Unit #1

Be aware this external email contains an attachment and/or link.

Ensure the email and contents are expected. If there are concerns, please submit suspicious messages to the Cyber Intelligence Center using the Report Phishing button.

Hi Kristen,

I have some questions for you re: unit and lease acreage.

DR – Wise State Unit 8954 is currently set up with:

46554.42 total unit acres There is a 20.6 acre discrepancy from what is set up at the State and the Unit Agreement/Chevron's unit deck. I am uncertain where this difference is coming from.

189.5 net acres of MF116786 The two State leases (A&B) state that they each cover 94.75 acres, for a total net of 189.5 net acres. But the acreage figures used in the Unit Agreement totaled 95.30315 net acres for each lease, so I have continued to use this net acreage amount.

23,084.92 net acres of MF114883 1.70625 acres discrepancy from what is set up at the State and the Unit Agreement/Chevron's unit deck. I am uncertain where this difference is coming from.

23,280 private acres. 20 acres discrepancy from what is set up at the State and the Unit Agreement/Chevron's unit deck. I am uncertain where this difference is coming from.

Amended application:

46,574.77 total acres Total unit acres should not be changing – should be 46533.82

40.95 acres RR 652

22,515.82 acres MF114883 This was an error calculation on our part. Should be 23042.26375

758 acres MF116786 This was gross acres, not net

23,260 private acres This is what is represented in the Unit Agreement/Chevron's unit deck

Can you please confirm total unit acres, the net acres in State leases MF114883 and MF116786 in this unit, and the net for the private minerals please (23,260 or 23,280)? I am having trouble understanding the acreage differences in the original versus the amended unit.

Debbie – are there any net acres that haven't been leased for either MF114883 or MF116786 that need to be accounted for?

Thank you,

Mary Beth

Mary Beth Barnstone

Landman/GeoTech

Energy Resources

Texas General Land Office

1700 North Congress Ave. Ste.840

Austin, Texas 78701

(512)463-6818

From: Marek, Kristen <Kristen.Marek@chevron.com>

Sent: Thursday, September 29, 2022 2:12 PM

To: Mary Barnstone <Mary.Barnstone@GLO.TEXAS.GOV>

Cc: Deborah Cantu <Deborah.Cantu@GLO.TEXAS.GOV>

Subject: [EXTERNAL] RE: Unleased Highway ROW_Delaware Ranch-Wise State Unit #1

Mary Beth,

Here's the acreage breakdown. Note that the tract numbers are from the Deed.

Thanks,

Kristen

Kristen Marek
Land Representative

Chevron U.S.A. Inc.
Midcontinent Business Unit
1400 Smith Street, Room 41104
Houston, Texas 77002
Office (713) 372-0578
Cell (346) 412-5431
Kristen.Marek@chevron.com



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File No. M# 121030

Culberson County

Email from Chevron

Date Filed: 2/3/23

Commissioner Dawn Buckingham, M.D.

By: Mrs Roanston

DO NOT DESTROY



Texas General Land Office

UNIT AGREEMENT MEMO

UPA220142

Unit Number 12095
Operator Name Chevron U.S.A. INC. **Effective Date** 04/03/2018
Customer ID C000025263 **Unitized For** Oil And Gas
Unit Name DR - Wise State Unit #1 **Unit Term**
County 1 Culberson **RRC District 1** 08 **Old Unit Number** **Inactive Status Date**
County 2 **RRC District 2**
County 3 **RRC District 3**
County 4 **RRC District 4**
Unit type Standard
State Net Revenue Interest Oil 0.06262856
State Part in Unit 0.50014849
Unit Depth Allow All Depths **Well**
From Depth **Formation**
To Depth **Participation Basis** Surface Acreage
If Exclusions Apply: See Remarks

Lease Number	Tract No	Lease Acres in Unit	Total Unit Acres	Tract Participation	O/G	Lease Royalty	NRI of Lease in Unit	Royalty Rate Reduction Clause
MF114883		23,042.263750	46,533.820000	0.49517241	O/G	0.12500000	0.06189655	No
MF116786		190.606250	46,533.820000	0.00409608	O/G	0.12500000	0.00051201	
MF121030		40.950000	46,533.820000	0.00088001	O/G	0.25000000	0.00022000	No

API Number

4210933311, 4210933312, 4210933313, 4210933314, 4210933318, 4210933319, 4210933320, 4210933321, 4210933333, 4210933335, 4210933336, 4210933337, 4210933351, 4210933352, 4210933354, 4210933355, 4210933358, 4210933359, 4210933361, 4210933369, 4210933397, 4210933399, 4210933400, 4210933401, 4210933405, 4210933406, 4210933407, 4210933408, 4210933422, 4210933424, 4210933425, 4210933426, 4210933429, 4210933430, 4210933431, 4210933432, 4210933443, 4210933444, 4210933445, 4210933446, 4210933447, 4210933448, 4210933449, 4210933450, 4210933451, 4210933452, 4210933453, 4210933454, 4210933474, 4210933475, 4210933476, 4210933477, 4210933493, 4210933494, 4210933495, 4210933496, 4210933497, 4210933498, 4210933509, 4210933510, 4210933511, 4210933512, 4210933513, 4210933514, 4210933552, 4210933553, 4210933554, 4210933555, 4210933568, 4210933569, 4210933573, 4210933591, 4210933592, 4210933593, 4210933594, 4210933595, 4210933618, 4210933619, 4210933620, 4210933621, 4210933622, 4210933701, 4210933702, 4210933703, 4210933704, 4210933705, 4210933832, 4210933833, 4210933834, 4210933835, 4210933836, 4210933837, 4210933838, 4210933839, 4210933840, 4210933841, 4210933842, 4210933843, 4210933890, 4210933891, 4210933892, 4210933893

Remarks:

Unit 12095 replaced Unit 8954 to correct State TPF and NRI by adding RR 652 acreage (MF121030) to the Unit.

Prepared By:

mb

Prepared Date:

2/3/23

GLO Base Updated By:

mb

GLO Base Date:

2/3/23

RAM Approval By:

VD

RAM Approval Date:

2/3/23

GIS By:

sk

GIS Date:

2/28/2023

Well Inventory By:

mb

WI Date:

2/3/23

Pooling Committee Report

To: School Land Board

UPA220142

Date of Board Meeting: 11/02/2022

Unit Number: 12095

Effective Date: 04/03/2018

Unit Expiration Date:

Applicant: Chevron USA Inc.

Attorney Rep:

Operator: CHEVRON U S A INC,

Unit Name: DR - Wise State Unit #1

Field Name: FORD, WEST (WOLFCAMP)

County: Culberson

<u>Lease Type</u>	<u>Lease Number</u>	<u>Lease Royalty</u>	<u>Expiration Date</u>	<u>Lease Term</u>	<u>Lease Acres</u>	<u>Lease Acres In Unit</u>	<u>Royalty Participation</u>
32.207	MF121030	0.25000000	04/03/2019	1 years	40.950000	40.950000	0.00022000
RAL	MF114883	0.12500000	03/28/2016	3 years	30,287.16000	23,042.26375	0.06189655
RAL	MF116786	0.12500000	03/04/2017	3 years	189.500000	190.606250	0.00051201

A part of RR 652 is being pooled pursuant to TNRC 32.207.

Private Acres:	23260.000000
State Acres:	23273.820000
Total Unit Acres:	46533.820000

Participation Basis:	Surface Acreage
Surface Acreage	
State Acreage:	50.01%
State Net Revenue Interest:	6.26%

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

RRC Rules:	Spacing Acres:
Yes	

Working File Number: UPA220142

REMARKS:

- Chevron U.S.A. Inc. is requesting to amend its Delaware Ranch - Wise State Unit #1 in order to correctly pay royalty for 40.95 acres of RR 652 within its unit boundary.
- The School Land Board approved this 46,533.82-acre unit on April 21, 2020. Chevron recently determined that Ranch Road 652 was leased improperly, and has agreed to rebook and correct its royalty payments.
- The applicant drilled 176,400 feet of lateral in 2018, and has drilled 294,000 feet of lateral every year since, and will continue to do so or the unit will reduce in size based on the length of lateral for each well drilled.
- With Board approval of this amendment, the State's unit royalty participation will increase from 6.25% to 6.26%.
- The State will participate on a unitized basis from the date of first production.

POOLING COMMITTEE RECOMMENDATION:

The Pooling Committee recommends Board approval of the amended Delaware Ranch - Wise State Unit #1 under the above-stated provisions.

DocuSigned by:

6C1630CE0F2E4D3

General Land Office

10/13/2022

Date

DocuSigned by:

EE8EA19C5EF64CC

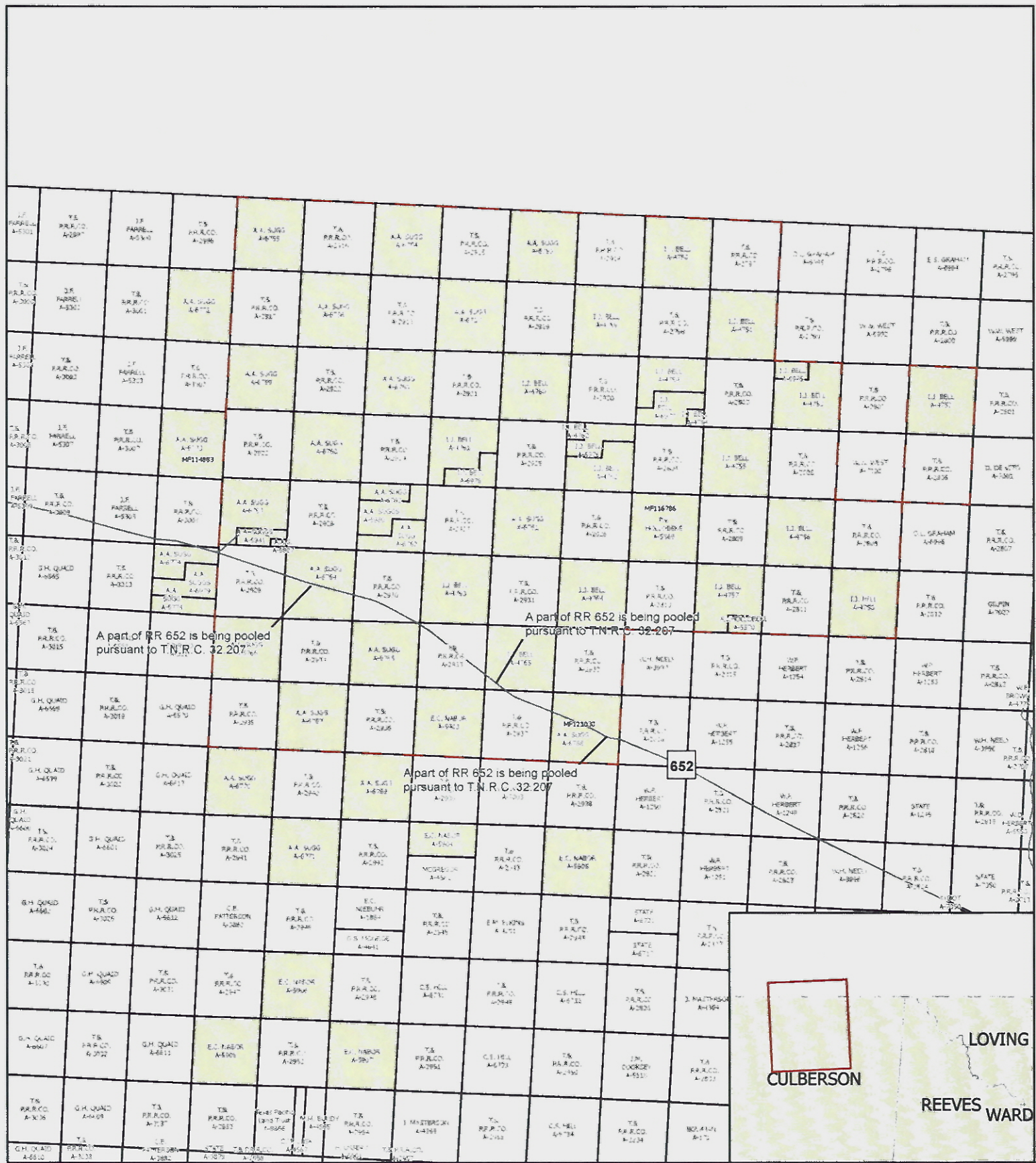
Office of the Governor

10/18/2022

Date

Office of the Governor

Date



Unit 12095
Chevron USA, Inc.
Delaware Ranch - Wise State Unit #1
Ford, West (Wolfcamp)
Culberson County, Texas

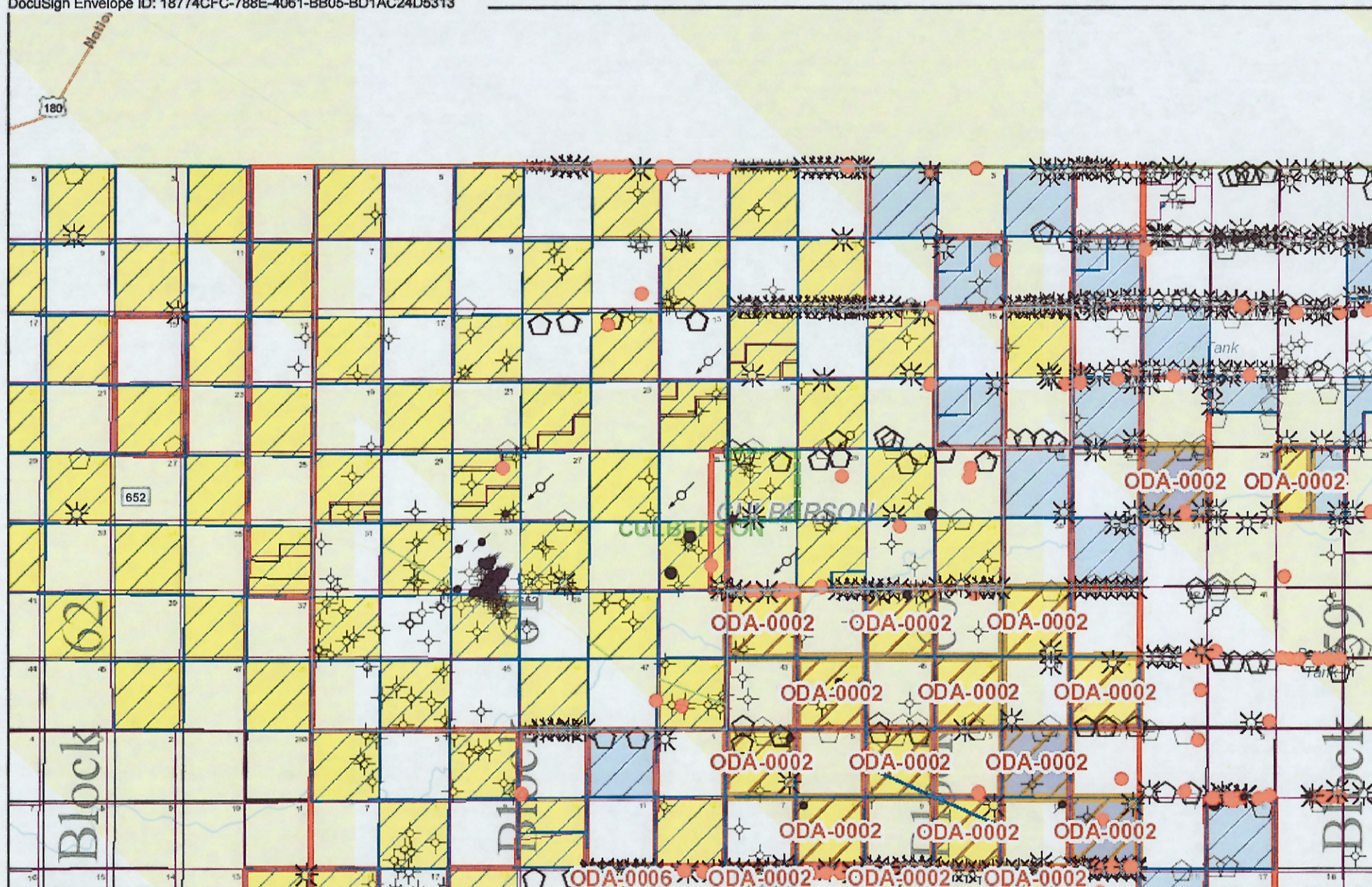
0 5,000 10,000 20,000
Feet



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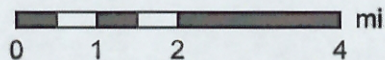
Map generated by:
Mark Conway
Geospatial Technology Services
November 2022



Unit 1209 5



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Print Date: 10/11/2022

Certificate Of Completion

Envelope Id: 18774CFC788E4061BB05BD1AC24D5313

Subject: Please DocuSign - Energy Resources: Pooling Committee Recommendations (Texas GLO)

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Document Pages: 30

Signatures: 20

Certificate Pages: 2

Initials: 0

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EnvelopeId Stamping: Enabled

Time Zone: (UTC-06:00) Central Time (US & Canada)

Status: Completed

Envelope Originator:

David Villafranca

1700 Congress Ave

Austin, TX 78701

david.villafranca@glo.texas.gov

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david.villafranca@glo.texas.gov

Location: DocuSign

Signer Events

Catarina Gonzales

Catarina.Gonzales@gov.texas.gov

Security Level: Email, Account Authentication
(None)

Signature

DocuSigned by:

Catarina Gonzales
EE8EA18C5EF04CC...

Signature Adoption: Pre-selected Style

Using IP Address: 204.65.226.3

Timestamp

Sent: 10/13/2022 12:42:37 PM

Viewed: 10/18/2022 10:16:46 AM

Signed: 10/18/2022 10:17:16 AM

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Robert Hatter

robert.hatter@glo.texas.gov

Deputy Director

Texas General Land Office

Security Level: Email, Account Authentication
(None)

DocuSigned by:

RHatter
8C1630CF0F2E4D3...

Signature Adoption: Uploaded Signature Image

Using IP Address: 136.226.13.82

Sent: 10/13/2022 12:42:37 PM

Viewed: 10/13/2022 1:26:09 PM

Signed: 10/13/2022 1:26:32 PM

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

In Person Signer Events

Signature

Timestamp

Editor Delivery Events

Status

Timestamp

Agent Delivery Events

Status

Timestamp

Intermediary Delivery Events

Status

Timestamp

Certified Delivery Events

Status

Timestamp

Carbon Copy Events

Status

Timestamp

Mary Barnstone

Mary.Barnstone@GLO.TEXAS.GOV

Texas General Land Office

Security Level: Email, Account Authentication
(None)

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

COPIED

Sent: 10/13/2022 12:42:37 PM

Viewed: 10/13/2022 1:00:57 PM

Witness Events

Signature

Timestamp

Notary Events**Signature****Timestamp****Envelope Summary Events****Status****Timestamps**

Envelope Sent
Certified Delivered
Signing Complete
Completed

Hashed/Encrypted
Security Checked
Security Checked
Security Checked

10/13/2022 12:42:37 PM
10/13/2022 1:26:09 PM
10/13/2022 1:26:32 PM
10/18/2022 10:17:16 AM

Payment Events**Status****Timestamps**

5

File No. MF 121030
Colberson County
Bucksip 12095
Date Filed: 2/3/23
Commissioner Dawn Buckingham, M.D.
By: MB Baumstap



TEXAS GENERAL LAND OFFICE
GEORGE P. BUSH, COMMISSIONER

November 18, 2022

Ms. Kristin Marek
Chevron U.S.A. Inc.
1400 Smith Street
Houston, Texas 77002

FILE COPY

RE: Amendment of Unit and Pooling Agreement Pursuant to TNRC §32.207
Delaware Ranch – Wise State Unit #1
Unit 12095, State Leases M-114883, M-116786 & M-121030
Culberson County, Texas

Dear Ms. Marek:

On November 2, 2022, the School Land Board approved your application to pool 40.95 acres of the State's unleased mineral interest under RR 652 with 23,042.26375 acres of M-114883 and 190.60625 acres of M-116786 into the above-captioned 46,533.82-acre unit subject to the conditions in the enclosed Pooling Agreement pursuant to TNRC §32.207 and its respective exhibits. Enclosed herewith are duplicate originals of the Agreement to be executed and acknowledged by a duly authorized representative of Chevron U.S.A. Inc.

Please attach the following to each agreement after Exhibit "2": a list of all the oil and gas leases included in the unit as Exhibit "A"; a legal description (metes and bounds or a list of the tracts, if they are readily identifiable) of the unit as Exhibit "B"; a legible, accurate plat as Exhibit "C".

After proper execution and acknowledgment, please return the duplicate originals of the Agreement for execution by the Commissioner along with a check for \$41,031.90, being the consideration for pooling the unleased interest. **The Board requires that execution be completed within ninety (90) days of approval.** An executed original of the Agreement will then be returned to you.

Thank you for your cooperation, if you have any questions, please contact me via email or at the number listed below.

Sincerely,

Mary Beth Barnstone, Landman
Energy Resources Division
Mary.barnstone@glo.texas.gov
(512) 463-6818

enclosure

6

File No. MF121030

Culberson County

Letter to Chevron

Date Filed: 2/3/23

Commissioner Dawn Buckingham, M.D.

By: mb Banister



Kristen E. Marek
Land Representative, Midcontinent Business Unit

January 11, 2023

Via FedEx & E-mail

Texas General Land Office
Attn: Energy Resources/Mineral Leasing (Mary Beth Barnstone)
1700 North Congress Avenue, Suite 840
Austin, TX 78701-1495

Re: Amendment of Unit and Pooling Agreement Pursuant to TNRC
§32.207
Delaware Ranch – Wise State Unit #1
Unit 12095, State Leases M-114883, M-116786 & M-121030
Culberson County, Texas

Ms. Barnstone,

Enclosed herewith are the duplicate copies of the Amendment of Unit and Pooling Agreement which have been executed by Chevron. As requested in your letter dated November 18, 2022, Exhibits A, B & C were created and attached to the end of each duplicate copy.

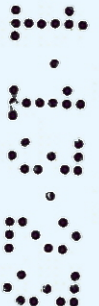
Per our email conversation, the State is already in receipt of the check for \$41,030.90.

If you have any questions, you can reach me via the contact details listed below.

Sincerely,

Kristen E. Marek

Enclosures



Kristen Marek
Land Representative
Chevron U.S.A. Inc. – Midcontinent Business Unit
1400 Smith Street, Room 41104, Houston, Texas 77002
Tel 713 372 0578 Mobile 346 412 5431
Kristen.Marek@chevron.com

03.01.1

⑦

File No. MF121030

Culberson County

Letter from Chevron

Date Filed: 2/3/23

Commissioner Dawn Buckingham, M.D.

By: MB Baumstap

Chevron NA Exploration Prod Co
A Division of Chevron U.S.A., Inc.
P.O. Box 6042
San Ramon CA 94583

CHECK DATE: 09/19/2022
CHECK NO: 0025695727
PAYEE REF: 0010318414
COMPANY NO: 0064
MAIL CODE: 11EC0



TEXAS GENERAL LAND OFFICE
PO BOX 12873
AUSTIN TX 787112873

ADDRESS INQUIRIES TO: P.O. Box 6042, San Ramon, CA 94583-1934
PHONE CONTACT: 925-827-7741 FAX CONTACT: 925-680-3534

INV DATE	INVOICE#	OUR REFERENCE#	GROSS AMT.	DISC AMT.	NET AMT.
09/19/2022	145432	0019008657	\$41,031.90	\$0.00	\$41,031.90
ONRJ/FDNL BONUS CONSIDERATION					
23701118					

DETACH AND RETAIN THIS STUB FOR YOUR RECORDS

CHECK# 0025695727 ATTACHED BELOW

Chevron NA Exploration Prod Co
A Division of Chevron U.S.A., Inc.
P.O. Box 6042
San Ramon CA 94583

CHECK DATE: 09/19/2022
CHECK NO: 0025695727
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09/19/2022	145432	0019008657	\$41,031.90	\$0.00	\$41,031.90
ONRJ/FDNL BONUS CONSIDERATION					

23701118 RECEIVED
OCT 12 2022
General Land Office

DETACH AND RETAIN THIS STUB FOR YOUR RECORDS

CHECK# 0025695727 ATTACHED BELOW



Chevron NA Exploration Prod Co
A Division of Chevron U.S.A., Inc.
P.O. Box 6042
San Ramon CA 94583

NO. 0025695727

09/19/2022

PAY TO
ORDER OF

TEXAS GENERAL LAND OFFICE
PO BOX 12873
AUSTIN TX 787112873

*****\$41,031.90

NOT VALID AFTER 1 YEAR

Forty-one thousand thirty-one and 90/100 Dollars

23701118

Chevron

AUTHORIZED SIGNATURE

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

File No. M#121030
Culberson County
Bonus consideration
Date Filed: 2/3/23
Commissioner Dawn Buckingham, M.D.
By: MR Barnstone



MEMORANDUM

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

TIME SENSITIVE: Action Required by: (February 7, 2023)

DATE: January 17, 2023
TO: Commissioner Dawn Buckingham, M.D.
FROM: Mary Beth Barnstone
SUBJECT: Pooling Agreements for signature

FILE COPY

.....
SUMMARY: Attached for your approval and signature are duplicate originals of a Pooling Agreement that was approved by the School Land Board on November 2, 2022.

DETAILS: This agreement complies with existing GLO rules and policies and has been reviewed and approved by Energy Resources staff and the Legal Services Division. Chapter 52, Subchapter E of the Texas Natural Resources Code gives authority to the Commissioner to execute agreements that provide for operating areas as a unit for the exploration, development and production of oil or gas or both.

Document Name

Recipient

Pooling Agreement
Delaware Ranch – Wise State Unit 1
State Unit 12095
State Leases M-114883, M-116786 & M-121030
Culberson County, Texas

Chevron U.S.A. Inc.

Recommendation: Please sign and return to Mary Beth Barnstone in Energy Resources (3-6818).

Attachments: Two Pooling Agreements

Thru: Nick Orman

9

File No. MF 121030

Culberson County

Memo to Commissioner

Date Filed: 2/3/23

Commissioner Dawn Buckingham, M.D.

By: MR Barnstap



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

January 26, 2023

Ms. Kristin Marek
Chevron U.S.A. Inc.
1400 Smith Street
Houston, Texas 77002

FILE COPY

RE: Amendment of Unit and Pooling Agreement Pursuant to TNRC §32.207
Delaware Ranch – Wise State Unit #1
Unit 12095, State Leases M-114883, M-116786 & M-121030
Culberson County, Texas

Dear Ms. Marek:

Enclosed is a duplicate original of the above referenced Amendment of Unit and §32.207 Pooling Agreement that has been signed by Dawn Buckingham, M.D., Commissioner of the Texas General Land Office (“GLO”). We have retained the other original of the Agreement, which will be filed in Mineral File No, **M-121030**. Please refer to this file number when reporting and paying royalties to the GLO and in all future correspondence involving the State’s unleased mineral interest within the referenced unit. Additionally, for royalty reporting purposes this Unit has been assigned **GLO Unit No. 12095**.

We also hereby acknowledge receipt of the payment in the amount of \$41,031.90 as the consideration to the State for pooling the unleased interest.

Thank you for your assistance, if you have any questions or need anything further, please do not hesitate to contact me.

Sincerely,

Mary Beth Barnstone
Minerals Specialist
Energy Resources Division
Mary.Barnstone@glo.texas.gov
(512) 463-6818

enclosure

10

File No. MF 121030

Colberson County

Letter to Chevron

Date Filed: 2/3/23

Commissioner Dawn Buckingham, M.D.

By: MBBainstop

AMENDMENT OF UNIT AND POOLING AGREEMENT PURSUANT TO TNRC §32.207
STATE OF TEXAS / CHEVRON U.S.A. INC.
DELAWARE RANCH - WISE STATE UNIT #1
M-121030 (RR 652) – GLO UNIT NO. 12095
CULBERSON COUNTY, TEXAS

WHEREAS, on April 21, 2020, the Delaware Ranch – Wise State Unit #1 (“Unit”) in Culberson County, Texas, was presented to and approved by the School Land Board of the State of Texas pursuant to the provisions of Subchapter E, Chapter 52, of the Texas Natural Resources Code; and

WHEREAS, pursuant to such approval, Chevron U.S.A. Inc. (“Chevron”) and the Commissioner of the General Land Office of the State of Texas entered into that certain Unit Agreement (“Agreement”) to pool certain State lands into said Unit covering 46,533.82 acres of land, more particularly described in said Agreement on file in the Archives and Records of the Texas General Land Office at Austin, Texas, in Mineral File M-114883; and

WHEREAS, Chevron and the State desire to Amend said Unit to include the State’s unleased mineral interest under approximately 40.95 acres of RR 652 with 23,042.26375 acres of State Lease M-114883, and 190.60625 acres of State Lease M-116786, as more particularly described on the attached Exhibit “A”, into the Designated 46,533.82-acre Delaware Ranch - Wise State Unit #1 (“Unit”) said 40.95 acres hereinafter referred to as the (“unleased interest”); and

WHEREAS, pursuant to Texas Natural Resources Code §32.207, the School Land Board has authority to pool the oil and gas under land owned by the State that was acquired to construct or maintain a highway, road, street, or alley owned by the State; and

WHEREAS, the School Land Board at its regular meeting on November 2, 2022, approved the Amendment of the Unit and determined that pooling said unleased interest with State Leases M-114883 and M-116786 in accordance with the terms of Exhibit “2” for oil and gas production for those formations more particularly described in the attached Exhibits is in the best interest of the State.

NOW, THEREFORE, in consideration of the payment to the State of \$41,031.90 and of the mutual agreements hereinafter set forth and together with other valuable consideration, the receipt and sufficiency of which are hereby acknowledged and confessed, and for the purposes and upon the terms and conditions contained herein, the parties hereto agree as follows:

1. This Agreement is entered into pursuant to the authority granted in Chapter 52, of the Texas Natural Resources Code and Chapter 9 of Title 31 of the Texas Administrative Code and is intended to be performed pursuant to and in compliance with all applicable statutes, decisions, regulations, rules, orders and directives of any governmental agency having jurisdiction over the production and conservation of minerals from the Unit and in the interpretation and application hereof this Agreement shall be, in all things, subject thereto.

2. The State and Chevron agree that nothing herein shall be construed as granting a leasehold interest to Chevron in the unleased interest within the boundaries of the Unit but rather this Agreement affects a contractual pooling of interests with the respective rights and duties of the parties defined in paragraph 3, below.

3. The rights and duties of the State and Chevron with respect to the unleased interest shall be established, governed and controlled by the terms, conditions and covenants contained in Exhibit “1” and Exhibit “2” attached hereto and incorporated herein, wherein the State shall be considered the Lessor and Chevron the Lessee and the State shall receive its share of Unit production in the form of a royalty as provided in Exhibit “1” and allocated to the State as provided in Exhibit “2” with no obligation to the State for operating costs of any kind, including but not limited to exploring, drilling, equipping, completion, treating, transporting, marketing, plugging, abandonment or restoration.

4. This Agreement shall remain in effect for a term of one year from the effective date and so long as the pooled mineral is being produced in paying quantities from the Unit, or so long as State Leases M-114883 and M-116786 are maintained in force by production or the payment of shut-in oil or gas well royalties, or by drilling or rework operations, or by other means in accordance with the terms of said Lease.

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



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

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

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

Date Executed 1/25/2023

legal MB
leas. MB
cont. MB
exec. MB

STATE OF TEXAS

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

CERTIFICATE

I, Linda Quintanilla, Secretary of the School Land Board of the State of Texas, do hereby certify that at a meeting of the School Land Board duly held on November 2, 2022, the foregoing instrument was approved by said Board under the provisions of Chapter 52 of the Natural Resources Code all of which is set forth in the Minutes of the Board of which I am custodian.

IN TESTIMONY WHEREOF, witness my hand this the 25 day of January, 2023.

Linda Quintanilla
Secretary of the School Land Board

Date Executed 1/3/2023

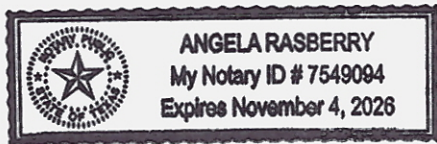
CHEVRON U.S.A. Inc.

By: [Signature]
Kevin Courtneyman
Its: Attorney-in-Fact

STATE OF TEXAS

COUNTY OF Harris

This instrument was acknowledged before me on January 3rd, 2023, by Kevin Courtneyman as Attorney-in-Fact of the CHEVRON U.S.A. Inc., a Pennsylvania corporation, on behalf of said corporation.



[Signature]
Notary Public in and for the State of Texas



EXHIBIT "1"

§32.207 Exhibit 1, Revised 1/2016

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

2. PRODUCTION ROYALTIES: Upon production of the pooled mineral, Lessee agrees to pay or cause to be paid to the Commissioner of the General Land Office in Austin, Texas, for the use and benefit of the State of Texas, during the term hereof:

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

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

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

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

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

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

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

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

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

4. (A) CONTRACTS AND OTHER RECORDS: When requested by the General Land Office Lessee will furnish the General Land Office with copies of all contracts under which gas is sold or processed and all subsequent agreements and amendments to such contracts. Such contracts and agreements when received by the General Land Office shall be held in confidence by the General Land Office unless otherwise authorized by Lessee. All other contracts and records pertaining to the production, transportation, sale and marketing of the pooled mineral produced from the pooled area, including the books and accounts, receipts and discharges of all wells, tanks, pools, meters, and pipelines shall at all times be subject to inspection and examination by the Commissioner of the General Land Office, the Attorney General, the Governor, or the representative of any of them.

(B) **DRILLING RECORDS:** Copies of Railroad Commission forms such as applications to drill, well tests, completion reports and plugging reports shall be supplied to the General Land Office at the time they are filed with the Texas Railroad Commission. Lessee shall upon written request supply the General Land Office with any records, memoranda, accounts, reports, or other information relative to the operation of the above-described premises in addition to those herein expressly provided for.

5. **NO SURFACE USE:** No drilling or other operations are allowed on the surface of land during the period in which the land is used by this state as a highway, road, street, alley or maintenance facility.

6. **POLLUTION:** In developing this pooled area, Lessee shall use the highest degree of care and all proper safeguards to prevent pollution. Without limiting the foregoing, pollution of coastal wetlands, natural waterways, rivers and impounded water shall be prevented by the use of containment facilities sufficient to prevent spillage, seepage or ground water contamination. In the event of pollution, Lessee shall use all means at its disposal to recapture all escaped hydrocarbons or other pollutant and shall be responsible for all damage to public and private properties. Failure to comply with the requirements of this provision may result in the maximum penalty allowed by law including forfeiture of the agreement. Lessee shall be liable for the damages caused by such failure and any costs and expenses incurred in cleaning areas affected by the discharged hydrocarbons or other pollutants.

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

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

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

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

11. **FORCE MAJEURE:** Should Lessee be prevented from complying with any express or implied covenant of this agreement, from conducting drilling operations thereon, or from producing the pooled mineral therefrom, after effort made in good faith, by reason of war, rebellion, riots, strikes, fires, acts of God or any order, rule or regulation of governmental authority, then while so prevented, Lessee's obligation to comply with such covenant shall be suspended and Lessee shall not be liable for damages for failure to comply therewith and this agreement shall be extended while and so long as Lessee is prevented, by any such cause, from drilling, reworking operations or producing the pooled mineral from the pooled area. Lessee agrees to immediately notify the GLO of any force majeure event and when the reason for force majeure has ceased.

12. **NO WARRANTY AND PROPORTIONATE REDUCTION CLAUSE:** This agreement is entered into by the State without any covenant of title or warranty of title, express or implied, and without any recourse against the State in the event of any failure of title, not even for the return of any consideration paid. If the State owns less than the entire undivided interest in the above described land, then the royalties herein provided to be paid to the State shall be paid in the proportion which its interest bears to the entire undivided interest. However, before Lessee adjusts the royalty due to the State, Lessee or his authorized representative must submit to the General Land Office a written statement which explains the discrepancy between the interest purportedly pooled under this agreement and the actual interest owned by the State.

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

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

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

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

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

EXHIBIT "2"

PURPOSES:

1.

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

UNIT DESCRIPTION:

2.

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

MINERAL POOLED:

3.

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

POOLING AND EFFECT:

4.

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

- (a) The Unit, to the extent as above described, shall be operated as an entirety for the exploration, development and production of the pooled mineral, rather than as separate tracts.
- (b) All drilling operations, reworking or other operations with respect to the pooled mineral on land within the Unit shall be considered as though the same were on each separate tract in the Unit, regardless of the actual location of the well or wells thereon, for all purposes under the terms of the respective leases or other contracts thereon and this Agreement.
- (c) Production of the pooled mineral from the Unit allocated to each separate tract, respectively, as hereinafter provided, shall be deemed to have been produced from each such separate tract in the Unit, regardless of the actual location of the well or wells thereon, for all purposes under the terms of the respective leases or other contracts thereon and this Agreement.
- (d) All rights to the production of the pooled mineral from the Unit, including royalties and other payments, shall be determined and governed by the lease or other contract pertaining to each separate



tract, respectively, based upon the production so allocated to such tract only, in lieu of the actual production of the pooled mineral therefrom.

ALLOCATION OF PRODUCTION:

5.

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

RATIFICATION/WAIVER:

6.

Nothing in this Agreement, nor the approval of this Agreement by the School Land Board, nor the execution of this Agreement by the Commissioner shall: (1) operate as a ratification or revivor of any State lease or Pooling Agreement that has expired, terminated, or has been released in whole or in part or terminated under the their terms or the laws applicable thereto; (2) constitute a waiver or release of any claim for money, oil, gas or other hydrocarbons, or other thing due to the State by reason of the existence or failure of such lease or Pooling Agreement; (3) constitute a waiver or release of any claim by the State that such lease or Pooling Agreement is void or voidable for any reason, including, without limitation, violations of the laws of the State with respect to such lease or Pooling Agreement or failure of consideration; (4) constitute a confirmation or recognition of any boundary or acreage of any tract or parcel of land in which the State has or claims an interest; (5) constitute a ratification of, or a waiver or release of any claim by the State with respect to any violation of a statute, regulation, or any of the common laws of this State, or any breach of any contract, duty, or other obligation owed to the State; or (6) constitute a waiver of sovereign immunity.



Exhibit "A"

Attached to and made a part of that certain Amendment of Unit and Pooling Agreement for the Delaware Ranch – Wise State Unit #1, Culberson County, Texas

LEASES IN THE UNIT AREA

State Lease No.	Lessor	Lessee	Lease Date	County	State	Description	Recording*
M-114883	Wise Asset No. 8, LTD., Wise Asset No. 10, LTD., and the State of Texas	COG Operating LLC	3/28/2013	Culberson	TX	See the attached Exhibit A-1	Vol. 101, Page 366, Oil & Gas Records
M-116786B	Prewitt, Stephen Neil	COG Operating LLC	3/4/2014	Culberson	TX	Block 60, Township 1, T&P Ry. Co. Survey Section 30: All, containing 678.00 acres, more or less Section 32: South One-Half of the Southeast Quarter (S/2 SE/4), containing 80.00 acres, more or less	Vol. 112, Page 734, Oil & Gas Records
M-116786A	Prewitt, John Collins	COG Operating LLC	3/4/2014	Culberson	TX	Block 60, Township 1, T&P Ry. Co. Survey Section 30: All, containing 678.00 acres, more or less Section 32: South One-Half of the Southeast Quarter (S/2 SE/4), containing 80.00 acres, more or less	Vol. 112, Page 744, Oil & Gas Records
M-121030	State of Texas - General Land Office	Chevron U.S.A. Inc.	11/2/2022	Culberson	TX	See the attached Exhibit A-2	TBD

**Instruments listed are recorded in Culberson County, Texas.*

Exhibit "A-1"

Attached to and made a part of that certain Amendment of Unit and Pooling Agreement for the Delaware
Ranch – Wise State Unit #1, Culberson County, Texas

This lease covers the following described lands located in T&P RR. Co. Survey, Culberson County, Texas:

Section	Block	Township	Gross Acres (more or less)
6	60	1	661.00
8	60	1	675.60
14	60	1	673.00
16	60	1	675.50
18	60	1	678.02
20	60	1	675.60
28	60	1	675.00
30	60	1	678.00
32	60	1	675.40
34	60	1	676.00
2	61	1	677.00
4	61	1	668.00
6	61	1	657.00
8	61	1	692.00
10	61	1	689.00
12	61	1	691.00
14	61	1	697.50
16	61	1	691.00
18	61	1	683.00
20	61	1	692.00



Section	Block	Township	Gross Acres (more or less)
22	61	1	688.70
24	61	1	690.90
26	61	1	697.50
28	61	1	691.00
30	61	1	681.90
32	61	1	693.00
34	61	1	690.00
36	61	1	692.00
38	61	1	698.60
40	61	1	692.00
42	61	1	684.00
44	61	1	699.00
46	61	1	696.60
48	61	1	698.00
12	62	1	689.00
24	62	1	693.70
36	62	1	674.00
4	61	2	697.00
6	61	2	689.50
8	61	2	698.00
N/2 of 10	61	2	347.50
12	61	2	697.60
20	61	2	696.60
28	61	2	685.00
30	61	2	677.00
Total Gross Acres:			30,518.72

Exhibit "A-2"

Attached to and made a part of that certain Amendment of Unit and Pooling Agreement for the Delaware Ranch - Wise State Unit #1, Culberson County, Texas

This lease covers the following described lands located in Block 61 & 62, Township 1, T&P RR. Co. Survey, Culberson County, Texas:

Tracts 1, 2, 4, 6, 8, 10, ~~11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100~~

Tract 1

Section 36

BEGINNING at a concrete monument South $00^{\circ}40'46''$ West 925.1 feet, North $76^{\circ}02'$ West 385.4 feet, and North $13^{\circ}58'$ East 50 feet from the apparent Northeast corner of section 36, Block 62, TSP. 1, T & P Ry. Company Survey;

THENCE: South $76^{\circ}02'$ East 134.2 feet to a concrete monument in a curved boundary line whose radius is 905.37 feet;

THENCE: Northwesterly with said curve deflection uniformly and continuously to the right 134.7 feet to a concrete monument located North $13^{\circ}58'$ East 50 feet from centerline Station 366+12.5 of R.M. Highway 652 as surveyed by the Resident Engineer of the Texas Highway Department;

THENCE: North $13^{\circ}58'$ East 10.0 feet to the place of beginning and containing 0.02 acres of land more or less.

Tract 2

Section 36

BEGINNING at a stake in the East boundary line of Section 36, Block 62, TSP. 1, T & P Ry. Company Survey, from which the apparent Northeast corner of Section 36 bears North $00^{\circ}40'46''$ East 899.8 feet;

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THENCE: South 89°45' West with said East boundary line 77.3 feet to a concrete monument bearing said boundary line whose radius is 11,799.7 feet;

THENCE: Northerly with said curve deflecting uniformly and continuously to the left 180.7 feet to a concrete monument at its end;

THENCE: North 70°12' East 100.0 feet to a concrete monument South 10°12' East to said West boundary line at the intersection of E.M. Highway 20 as surveyed by the District Engineer of the Texas Highway Department;

THENCE: North 10°12' East 100.0 feet to a concrete monument at the beginning of a curved boundary line whose radius is 11,799.7 feet;

THENCE: Northerly with said curve deflecting uniformly and continuously to the left 180.7 feet to the place of beginning and containing 0.113 acres of land herebefore;

Tract 4

Section 4

BEING: A portion of land in the West boundary line of Section 4, Township 34N, Range 12E, County of Garza, State of Texas, which is a portion of the land owned by the State of Texas, and is more particularly described as follows:

THENCE: North 0°12' East with said East boundary line, at 100.0 feet crossing centerline Station 4+00.0 of E.M. Highway 20 as surveyed by District Engineer of the Texas Highway Department, and continuing North 0°12' East 100.0 feet to a concrete monument;

THENCE: North 70°12' East 100.0 feet to a concrete monument at the beginning of a curved boundary line whose radius is 11,799.7 feet;

THENCE: Northerly with said curve deflecting uniformly and continuously to the left 180.7 feet to a concrete monument at its end;

THENCE: South 70°12' East 100.0 feet to a concrete monument in the East boundary line of Section 4, from which the apparent Southeast corner of said Section 4 bears South 89°45' West 11,799.7 feet;
THENCE: South 89°45' West with said East boundary line of Section 4, at 100.0 feet crossing centerline Station 4+00.0 of E.M. Highway 20 as surveyed by District Engineer of the Texas Highway Department, and continuing North 0°12' East 100.0 feet to a concrete monument;

THENCE: North 70°12' East 100.0 feet to a concrete monument at the beginning of a curved boundary line whose radius is 11,799.7 feet;

THENCE: Northerly with said curve deflecting uniformly and continuously to the left 180.7 feet to a concrete monument at its end;

THENCE: North 70°12' East 100.0 feet to the place of beginning and containing 0.113 acres of land herebefore;

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Tract A

Section 40

BEARING at a concrete monument in the North boundary line of Section 40, Block 51, TSP. 1, T. & P. Co. Survey from which the monument corner of Section 40 bears South $89^{\circ}15'14''$ East 1,156.7 feet;

THENCE: South $72^{\circ}19'14''$ East with said North boundary line, at 137.8 feet crossing centerline Station 531+97.4 of R.M. Highway 652 as surveyed by the Resident Engineer of the Texas Highway Department, and continuing for a total distance of 275.6 feet to a concrete monument;

THENCE: South $63^{\circ}31'$ East 456.7 feet to a concrete monument at the beginning of a curved boundary line whose radius is 11,515.2 feet;

THENCE: Southeasterly with said curve deflection uniformly and continuously to the right 577.7 feet to a concrete monument in the East boundary line of Section 40 from which the apparent Northeast corner of Section 40 bears North $0^{\circ}19'44''$ East 438.4 feet;

THENCE: South $0^{\circ}40'44''$ East with said East boundary line at 74.3 feet crossing centerline Station 543+33.4 of R.M. Highway 652 as surveyed by the Resident Engineer of the Texas Highway Department, and continuing for a total distance of 136.7 feet to a concrete monument in a curved boundary line whose radius is 11,399.2 feet;

THENCE: Northwesterly with said curve deflection uniformly and continuously to the left 587.3 feet to a concrete monument at its end;

THENCE: North $63^{\circ}31'$ West 703.0 feet to the place of beginning and containing 3.13 acres of land more or less.

Tract B

Section 38

BEARING at a concrete monument in the West boundary line of Section 38, Block 51, TSP. 1, T. & P. Co. Survey, from which a concrete monument marked 10138 bears South $01^{\circ}53'$ West 1,141.4 feet;

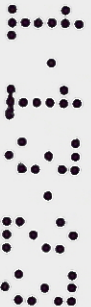
THENCE: North $01^{\circ}53'$ East with said West boundary line, at 72.8 feet crossing centerline Station 610+23.5 of R.M. Highway 652 as surveyed by the Resident Engineer of the Texas Highway Department, and continuing for a total distance of 245.5 feet to a concrete monument;

THENCE: South $53^{\circ}37'$ East 2,250.4 feet to a concrete monument at the beginning of a curved boundary line whose radius is 3,759.8 feet;

THENCE: Southeasterly with said curve uniformly and continuously to the left 22.2 feet to a concrete monument in the South boundary line of Section 38 from which concrete monument marked 10138 bears North $89^{\circ}07'$ West 1,872.7 feet;

THENCE: North $89^{\circ}07'$ West with said South boundary line, at 104.1 feet crossing centerline Station 631+67.2 of R.M. Highway 652 as surveyed by the Resident Engineer of the Texas Highway Department, and continuing for a total distance of 212.0 feet to a concrete monument;

THENCE: North $53^{\circ}37'$ West 2,015.2 feet to the place of beginning and containing 5.91 acres of land more or less.



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Beginning at a concrete monument in the West boundary line of Section 48, Block 61, T2N. 1, T2P. 4, Company Survey, from which the apparent Northwest corner of Section 48 bears N 01° 53' E., 1519.4 feet;

Thence: N 01° 53' E. with the West boundary line of Section 48, at 63.3 feet crossing centerline Station 672+64.0 of U. S. Highway 652 as surveyed by Resident Engineer of the Texas Highway Department, and continuing for a total distance of 126.6 feet to a concrete monument;

Thence: S 69° 29' E, 2734.2 feet to a concrete monument at the beginning of a curved boundary line whose radius is 5669.6 feet;

Thence South-easterly with said curve deflecting uniformly and continuously to the right 650.1 feet to a concrete monument at its end;

Thence: S 63° 03' E, 1219.1 feet to a concrete monument at the beginning of a curved boundary line whose radius is 1850.1 feet;

Thence: South-easterly with said curve deflecting uniformly and continuously to the left 818.5 feet to a concrete monument at its end;

Thence: S 84° 24' E, 25.4 feet to a concrete monument;

Thence: S 85° 11' E, 92.0 feet to a concrete monument;

Thence: S 87° 00' E, 103.0 feet to a concrete monument;

Thence: S 79° 00' E, 102.0 feet to a concrete monument;

Thence: S 76° 00' E, 102.5 feet to a concrete monument;

Thence: S 72° 44' E, 13.0 feet to a concrete monument in the East boundary line of Section 48, from which the apparent Southeast corner of said Section 48 bears S 01° 53' E, 2252.1 feet;

Thence: S 01° 53' W with the East boundary line of Section 48, at 45.1 feet crossing centerline Station 731+21.9 of U. S. Highway 652 as surveyed by Resident Engineer of the Texas Highway Department, and continuing for a total distance of 126.6 feet to a concrete monument;

Thence: N 79° 16' W, 412.8 feet to a concrete monument;

Thence: N 84° 24' W, 25.4 feet to a concrete monument at the beginning of a curved boundary line whose radius is 1970.1 feet;

Thence: North-westerly with said curve deflecting uniformly and continuously to the right 871.5 feet to a concrete monument at its end;

Thence: N 63° 03' W, 1219.1 feet to a concrete monument at the beginning of a curved boundary line whose radius is 5669.6 feet;

Thence: North-westerly with said curve deflecting uniformly and continuously to the left 636.6 feet to a concrete monument at its end;

Thence: N 69° 29' W, 2693.8 feet to the place of beginning and containing 16.23 acres of land more or less.



Exhibit "B"

Attached to and made a part of that certain Amendment of Unit and Pooling Agreement for the Delaware Ranch – Wise State Unit #1, Culberson County, Texas

LANDS COMMITTED TO THE UNIT AREA

Block 60, Township 1, T&P Ry. Co. Survey, Culberson County, Texas:

All of Section 5, containing 660 acres, more or less – Chevron Mineral Fee Tract*
All of Section 6, containing 661 acres, more or less
All of Section 7, containing 678 acres, more or less – Chevron Mineral Fee Tract*
All of Section 8, containing 675.6 acres, more or less
All of Section 14, containing 673 acres, more or less
All of Section 16, containing 675.5 acres, more or less
All of Section 17, containing 675 acres, more or less – Chevron Mineral Fee Tract*
All of Section 18, containing 678.02 acres, more or less
All of Section 19, containing 678 acres, more or less – Chevron Mineral Fee Tract*
All of Section 20, containing 675.6 acres, more or less
All of Section 21, containing 675 acres, more or less – Chevron Mineral Fee Tract*
All of Section 23, containing 673 acres, more or less – Chevron Mineral Fee Tract*
All of Section 27, containing 675 acres, more or less – Chevron Mineral Fee Tract*
All of Section 28, containing 675 acres, more or less
All of Section 29, containing 675 acres, more or less – Chevron Mineral Fee Tract*
All of Section 30, containing 678 acres, more or less
All of Section 31, containing 679 acres, more or less – Chevron Mineral Fee Tract*
All, less S/2 SE/4 of Section 32, containing 590.975 acres, more or less
S/2 SE/4 of Section 32, containing 84.425 acres, more or less
All of Section 33, containing 676 acres, more or less – Chevron Mineral Fee Tract*
All of Section 34, containing 676 acres, more or less

Block 61, Township 1, T&P Ry. Co. Survey, Culberson County, Texas:

All of Section 1, containing 673 acres, more or less – Chevron Mineral Fee Tract*
All of Section 2, containing 677 acres, more or less
All of Section 3, containing 668 acres, more or less – Chevron Mineral Fee Tract*
All of Section 4, containing 668 acres, more or less
All of Section 5, containing 668 acres, more or less – Chevron Mineral Fee Tract*
All of Section 6, containing 657 acres, more or less
All of Section 7, containing 683 acres, more or less – Chevron Mineral Fee Tract*
All of Section 8, containing 692 acres, more or less
All of Section 9, containing 691 acres, more or less – Chevron Mineral Fee Tract*
All of Section 10, containing 689 acres, more or less
All of Section 11, containing 697 acres, more or less – Chevron Mineral Fee Tract*
All of Section 12, containing 691 acres, more or less
All of Section 13, containing 691 acres, more or less – Chevron Mineral Fee Tract*
All of Section 14, containing 697.5 acres, more or less
All of Section 15, containing 689 acres, more or less – Chevron Mineral Fee Tract*
All of Section 16, containing 691 acres, more or less
All of Section 17, containing 692 acres, more or less – Chevron Mineral Fee Tract*
All of Section 18, containing 683 acres, more or less
All of Section 19, containing 683 acres, more or less – Chevron Mineral Fee Tract*
All of Section 20, containing 692 acres, more or less



All of Section 21, containing 691 acres, more or less – Chevron Mineral Fee Tract*
 All of Section 22, containing 688.7 acres, more or less
 All of Section 23, containing 697 acres, more or less – Chevron Mineral Fee Tract*
 All of Section 24, containing 690.9 acres, more or less
 All of Section 25, containing 691 acres, more or less – Chevron Mineral Fee Tract*
 All of Section 26, containing 697.5 acres, more or less
 All of Section 27, containing 689 acres, more or less – Chevron Mineral Fee Tract*
 All of Section 28, containing 691 acres, more or less
 All of Section 29, containing 692 acres, more or less – Chevron Mineral Fee Tract*
 All of Section 30, containing 681.9 acres, more or less
 All of Section 31, containing 664 acres, more or less – Chevron Mineral Fee Tract*
 All, less Ranch Road 652 of Section 32, containing 677.32 acres, more or less
 Ranch Road 652 in Section 32, containing 15.68 acres, more or less
 All of Section 33, containing 692 acres, more or less – Chevron Mineral Fee Tract*
 All of Section 34, containing 690 acres, more or less
 All of Section 35, containing 698 acres, more or less – Chevron Mineral Fee Tract*
 All of Section 36, containing 692 acres, more or less
 All of Section 37, containing 692 acres, more or less – Chevron Mineral Fee Tract*
 All, less Ranch Road 652 of Section 38, containing 692.69 acres, more or less
 Ranch Road 652 in Section 32, containing 5.91 acres, more or less
 All of Section 39, containing 690 acres, more or less – Chevron Mineral Fee Tract*
 All, less Ranch Road 652 of Section 40, containing 688.87 acres, more or less
 Ranch Road 652 in Section 32, containing 3.13 acres, more or less
 All of Section 41, containing 693 acres, more or less – Chevron Mineral Fee Tract*
 All of Section 42, containing 684 acres, more or less
 All of Section 43, containing 690 acres, more or less – Chevron Mineral Fee Tract*
 All of Section 44, containing 699 acres, more or less
 All of Section 45, containing 698 acres, more or less – Chevron Mineral Fee Tract*
 All of Section 46, containing 696.6 acres, more or less
 All of Section 47, containing 704 acres, more or less – Chevron Mineral Fee Tract*
 All, less Ranch Road 652 of Section 48, containing 681.77 acres, more or less
 Ranch Road 652 in Section 32, containing 16.23 acres, more or less

*Non-Participating Royalty Interest of 2.8883% owned by Wise Asset No. 10

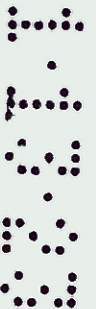
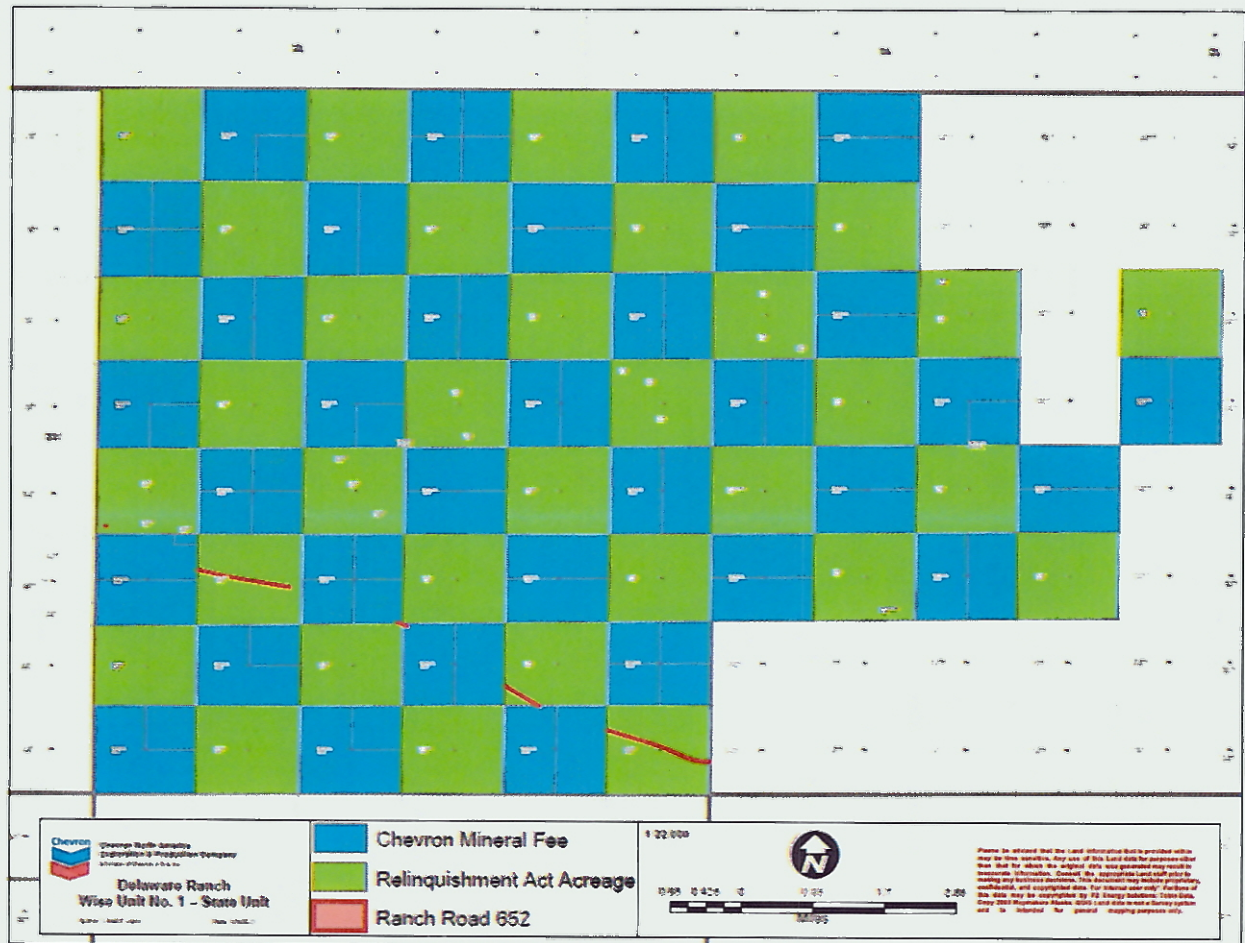


Exhibit "C"

Attached to and made a part of that certain Amendment of Unit and Pooling Agreement for the Delaware Ranch – Wise State Unit #1, Culberson County, Texas

PLAT OF THE UNIT AREA



Certificate Of Completion

Envelope Id: 9E50CBCCA4304CD1A98ED2A8B50B8905

Subject: Please DocuSign - Energy Resources: Pooling Agreement - Chevron 12095 (Texas GLO)

Source Envelope:

Document Pages: 18

Signatures: 0

Certificate Pages: 2

Initials: 3

AutoNav: Enabled

Envelope Stamping: Enabled

Time Zone: (UTC-06:00) Central Time (US & Canada)

Status: Completed

Envelope Originator:

David Villafranca

1700 Congress Ave

Austin, TX 78701

david.villafranca@glo.texas.gov

IP Address: 136.49.149.46

Record Tracking

Status: Original

1/17/2023 2:27:33 PM

Holder: David Villafranca

david.villafranca@glo.texas.gov

Location: DocuSign

Signer Events

Matt Bruns

Matt.Bruns@glo.texas.gov

Security Level: Email, Account Authentication
(None)

Signature



Signature Adoption: Pre-selected Style

Using IP Address: 136.226.12.198

Timestamp

Sent: 1/17/2023 2:31:58 PM

Viewed: 1/17/2023 2:38:32 PM

Signed: 1/17/2023 2:39:31 PM

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Nick Orman

nick.orman@glo.texas.gov

Security Level: Email, Account Authentication
(None)



Signature Adoption: Pre-selected Style

Using IP Address: 136.226.12.54

Sent: 1/17/2023 2:39:34 PM

Viewed: 1/20/2023 1:32:59 PM

Signed: 1/24/2023 12:22:56 PM

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Mark A. Havens

Mark.Havens@GLO.TEXAS.GOV

Chief Clerk and Deputy Land Commissioner

Texas General Land Office

Security Level: Email, Account Authentication
(None)



Signature Adoption: Drawn on Device

Using IP Address: 136.226.12.213

Sent: 1/24/2023 12:23:00 PM

Viewed: 1/24/2023 4:13:39 PM

Signed: 1/24/2023 4:13:43 PM

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

In Person Signer Events

Signature

Timestamp

Editor Delivery Events

Status

Timestamp

Agent Delivery Events

Status

Timestamp

Intermediary Delivery Events

Status

Timestamp

Certified Delivery Events

Status

Timestamp

Carbon Copy Events

Status

Timestamp

Carbon Copy Events

Mary Barnstone

Mary.Barnstone@GLO.TEXAS.GOV

Texas General Land Office

Security Level: Email, Account Authentication
(None)**Electronic Record and Signature Disclosure:**
Not Offered via DocuSign**Status****COPIED****Timestamp**

Sent: 1/17/2023 2:31:58 PM

Viewed: 1/24/2023 4:37:57 PM

Ashley McDaniel

Ashley.McDaniel@glo.texas.gov

Security Level: Email, Account Authentication
(None)**Electronic Record and Signature Disclosure:**
Not Offered via DocuSign**COPIED**

Sent: 1/24/2023 12:23:00 PM

Witness Events**Signature****Timestamp****Notary Events****Signature****Timestamp****Envelope Summary Events****Status****Timestamps**

Envelope Sent

Hashed/Encrypted

1/17/2023 2:31:58 PM

Certified Delivered

Security Checked

1/24/2023 4:13:39 PM

Signing Complete

Security Checked

1/24/2023 4:13:43 PM

Completed

Security Checked

1/24/2023 4:13:43 PM

Payment Events**Status****Timestamps**

File No. MF 121030

Culberson County

Pooling Agreement 12095

Date Filed: 2/3/23

Commissioner Dawn Buckingham, M.D.

By: MB Barnstap

**SECOND AMENDMENT TO UNIT AGREEMENT FOR THE DEVELOPMENT
AND OPERATION OF THE DELAWARE RANCH, WISE UNIT NO. 1 – STATE UNIT
CULBERSON COUNTY, TEXAS**

This **SECOND AMENDMENT TO THE UNIT AGREEMENT FOR THE DEVELOPMENT AND OPERATION OF THE DELAWARE RANCH, WISE UNIT NO. 1 – STATE UNIT** (herein “Second Amendment”), approved and executed by the Commissioner of the General Land Office and entered into as of the 4th day of August, 2021, by and between the parties executing, ratifying, or considering hereto, hereinafter the “Parties,” but to be effective as of June 9, 2021 (the “Effective Date”).

RECITALS

- A. Chevron U.S.A. Inc. (“Chevron”) and the General Land Office of the State of Texas entered into that certain Unit Agreement For The Development And Operation of The Delaware Ranch, Wise Unit No. 1 – State Unit dated effective April 3, 2018, recorded in Volume 37, Page 871, Official Public Records of Culberson County, Texas (the “Original Agreement”), as amended by that certain Amendment to the Unit Agreement For The Development And Operation of The Delaware Ranch, Wise Unit No. 1 – State Unit dated April 21, 2020, but effective April 3, 2018, recorded in Volume 67, Page 917, Official Public Records of Culberson County, Texas (the Original Agreement as amended being referred to as the “Agreement”).
- B. Wise Asset No. 8, Ltd., as owner of the soil and agent for the State of Texas under the first lease described in Exhibit “A” of the Agreement, and Wise Asset No. 10, Ltd., as owner of a non-participating royalty interest in each tract identified in Exhibit “B” of the Agreement as a “Chevron Mineral Fee Tract,” join in execution of this Second Amendment to evidence their consent and agreement to the terms and provisions hereof.
- C. The Parties desire to amend, modify, delete, or replace certain provisions of the Agreement, as more particularly described below. Capitalized terms used, but not defined, in this Second Amendment shall have the meanings given in the Agreement.

AMENDMENTS

NOW, THEREFORE, in consideration of the mutual promises set out herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree to be bound by the following terms:

- 1. Term of Second Amendment. Unless extended pursuant to Section 4 below, this Second Amendment shall continue in force for a period of five (5) years from January 1, 2022, through December 31, 2026 (the “Term”), at which time it will expire and be of no further force or effect.
- 2. Revised Definitions. Article 1.F and Article 1.AA of the Original Agreement are hereby superseded and replaced by the following provisions, respectively:

F. "Delaware Ranch Lease" means the first Lease listed in the Schedule of Leases in Exhibit "A" and described as that certain Oil and Gas Lease dated March 28, 2013, recorded in Volume 101, page 366, Oil and Gas Records of Culberson County, Texas, as amended, from the State of Texas, acting by and through its agent and the owner of the soil, Wise Asset No. 8, Ltd., as lessors, to COG Operating LLC, as lessee, covering 30,518.72 acres of land, more or less, located in Culberson County, Texas, which lands are more particularly described in said lease, as amended by that certain Amendment of Oil and Gas Lease dated effective March 1, 2016, and that certain Second Amendment of Oil and Gas Lease dated effective September 1, 2017.

AA. "WISE" (or "Wise") shall mean, collectively, Wise Asset No. 8, Ltd., as owner of the soil and agent for the State of Texas under the first Lease listed in the Schedule of Leases in Exhibit "A," and Wise Asset No. 10, Ltd., as owner of a non-participating royalty interest in the each of the tracts described in Exhibit "B" as a "Chevron Mineral Fee Tract."

3. Continuous Development: During the Term, the Agreement is amended as provided below.

i. Footage Obligation: Under Article V.C.1.a.ii of the Agreement, "147,000 feet" is inserted in place of "294,000 feet."

ii. Credits for Excess and Density Drilling: Article C.3 of the Agreement does not apply.

iii. Banking and Carry Forward: Subject to Article V.C.1.b of the Agreement, if during any of the first 4 calendar years of the Term, Chevron drills and completes Horizontal Drainhole Wells having an aggregate Horizontal Drainhole Displacement:

- (1) in excess of 147,000 feet, it may apply the number of feet of Horizontal Drainhole Displacement drilled and completed in excess of its Development Obligation, up to a maximum of 73,500 feet, as a credit against the next (and only the next) succeeding year's Development Obligation;
- (2) of at least 73,500 feet, but less than 147,000 feet, it may defer its obligation to drill the deficiency (i.e., the difference between 147,000 feet and the actual number of feet of Horizontal Drainhole Displacement drilled and completed) to the next succeeding calendar year without penalty, provided that Chevron both drills and completes the deficiency and actually complies with the next succeeding calendar year's Development Obligation.

Notwithstanding anything else herein to the contrary, in no event shall Chevron drill and complete Horizontal Drainhole Wells having an aggregate Horizontal Drainhole Displacement of less than 735,000 feet prior to the end of the Term.

iv Contingency Payments:

- (1) If Chevron fails to drill and complete Horizontal Drainhole Wells in the Unit Area having an aggregate Horizontal Drainhole Displacement of at least 73,500 feet during any calendar year this Second Amendment is in force, then, on or before January 31 of the next succeeding calendar year, Chevron will pay the State of

Texas (in care of the GLO) and Wise, in the proportions of 50% to the State and 25% each to Wise Asset No. 8, Ltd. and Wise Asset No. 10, Ltd., a cash amount equal to \$236.74 times the difference between 73,500 and the total number of feet of Horizontal Drainhole Displacement actually drilled and completed in the Unit Area by Chevron during that year.

- (2) If Chevron fails to drill and complete Horizontal Drainhole Wells in the Unit Area having an aggregate Horizontal Drainhole Displacement of at least 735,000 feet prior to the expiration of the Term, then, on or before January 31, 2027, Chevron will pay the State of Texas (in care of the GLO) and Wise, in the same proportionate provided in subsection (1) immediately above, a cash amount equal to \$236.74 times the difference between 735,000 and the total number of feet of Horizontal Drainhole Displacement actually drilled and completed in the Unit Area by Chevron during the Term, less any cash amounts already paid by Chevron to the State and Wise pursuant to said subsection (1).

4. Additional Footage: This Section 3 applies for all purposes of the Second Amendment notwithstanding any other provision of the Second Amendment to the contrary.

Subject to Article V.C.1.b of the Agreement, and in addition to its other obligations under this Second Amendment, at any time or times after the execution of this Second Amendment, but prior to the expiration of the Term, Chevron will drill and complete Horizontal Drainhole Wells in the Unit Area having an aggregate Horizontal Drainhole Displacement equal to 105,000 feet (Chevron's "Additional Development Obligation"). If Chevron fails to fully comply with its Additional Development Obligation, then, on or before January 31, 2027, Chevron will pay the State of Texas (to the attention of the GLO) and Wise, in the proportions of 50% to the State and 25% each to Wise Asset No. 8, Ltd. and Wise Asset No. 10, Ltd., a cash amount equal to \$236.74 times the difference between 105,000 and the actual number of feet of Horizontal Drainhole Displacement drilled and completed in the Unit Area by Chevron pursuant to its Additional Development Obligation.

If the Second Amendment is extended pursuant to Section 5 below, then the time by which Chevron must have fully complied with its Additional Development Obligation will likewise be extended to the time the Second Amendment, as extended, expires.

If Chevron fails to fully comply with its Additional Development Obligation as provided above, then, on or before January 31, 2027, or if the Second Amendment is not extended pursuant to Section 5, on or before the first January 31st following the time the Second Amendment fully and finally expires, Chevron will pay the State of Texas (to the attention of the GLO) and Wise, in the proportions of 50% to the State and 25% each to Wise Asset No. 8, Ltd. and Wise Asset No. 10, Ltd., a cash amount equal to \$236.74 times the difference between 105,000 and the actual number of feet of Horizontal Drainhole Displacement drilled and completed in the Unit Area by Chevron pursuant to its Additional Development Obligation.

5. Options to Extend; Extended Term:

- i. Options to Extend. Chevron has the option to extend the Second Amendment for up to five (5) successive periods of one (1) calendar year each (each such 1-year period, if any, being an "Extension Period," and all such Extension Periods, whether five or less, being the "Extended Term") upon 12 months' advance written notice of each such Extension Period.
- ii. Development Obligation During an Extension Period. During each Extension Period, if any, Chevron will drill and complete Horizontal Drainhole Wells in the Unit Area having an aggregate Horizontal Drainhole Displacement of at least 147,000 feet.
- iii. Continuous Development During Extended Term: During the Extended Term, if any, the Agreement is amended as provided below.
 - (1) Footage Obligation: Under Article V.C.1.a.ii of the Agreement, "147,000 feet" is inserted in place of "294,000 feet."
 - (2) Credits for Excess and Density Drilling: Article C.3 of the Agreement does not apply.
 - (3) Banking and Carry Forward: Subject to Article V.C.1.b of the Agreement, if during any Extension Period Chevron drills and completes Horizontal Drainhole Wells in the Unit Area having an aggregate Horizontal Drainhole Displacement:
 - (I) in excess of 147,000 feet, it may apply the number of feet of Horizontal Drainhole Displacement drilled and completed in excess of its Development Obligation, up to a maximum of 73,500 feet, as a credit against the next (and only the next) succeeding Extension Period's Development Obligation; provided, however, if there is no succeeding Extension Period, then this subsection (I) does not apply;
 - (II) of at least 73,500 feet, but less than 147,000 feet, it may defer its obligation to drill and complete the deficiency (i.e., the difference between 147,000 feet and the number of feet of Horizontal Drainhole Displacement actually drilled and completed) to the next succeeding (and only the next) Extension Period without penalty if, and only if, Chevron drills and completes the deficiency and also fully complies with the next succeeding calendar year's Development Obligation; provided, however, if there is no succeeding Extension Period, then this subsection (II) does not apply

Notwithstanding anything else herein to the contrary, during the Extended Term, if any, Chevron shall drill and complete Horizontal Drainhole Wells in the Unit Area having not less than an aggregate Horizontal Drainhole Displacement of 147,000 feet times the total number of Extension Periods comprising the Extended Term.

- iv. Contingency Payments:
 - (1) If Chevron fails to drill and complete Horizontal Drainhole Wells in the Unit Area having an aggregate Horizontal Drainhole Displacement of at

least 73,500 feet during any Extension Period, , then, on or before January 31 of the next succeeding calendar year, Chevron will pay the State of Texas (in care of the GLO) and Wise, in the proportions of 50% to the State and 25% each to Wise Asset No. 8, Ltd. and Wise Asset No. 10, Ltd., a cash amount equal to \$236.74 times the difference between 73,500 and the total number of feet of Horizontal Drainhole Displacement actually drilled and completed by Chevron during that Extension Period.

- (2) If during the Extended Term Chevron fails to drill and complete Horizontal Drainhole Wells having an aggregate Horizontal Drainhole Displacement of 147,000 feet times the number of Extension Periods comprising the Extended Term (the "Total Extension Obligation"), then, on or before January 31 of the calendar year next succeeding the end of the last Extension Period, Chevron will pay the State of Texas (in care of the GLO) and Wise, in the same proportionate provided in subsection (I) immediately above, a cash amount equal to \$236.74 times the difference between the Total Extension Obligation and the total number of feet of Horizontal Drainhole Displacement actually drilled and completed by Chevron during the Extended Term, less any cash amounts already paid by Chevron to the State and Wise pursuant to said subsection (I).

- v. If, in accordance with Section 5.i above, Chevron extends the Second Amendment five (5) Extension Periods and is in full compliance with its obligations under the Second Amendment relating to the Extension Periods and Extended Term, then, notwithstanding any other provision of the Second Amendment to the contrary, Article V.C.1.a.ii of the Original Agreement shall be permanently amended by the Parties, in writing, to read as follows:

"subject to Article V.C.1.b, during every calendar year thereafter, the drilling and completion of Horizontal Drainhole Wells on the Unit Area or on the Wise Unit No. 2 Unit Area, or on both of said unit areas, having an aggregate Horizontal Drainhole Displacement of a minimum of 147,000 feet."

If Chevron fails to extend the Second Amendment all five Extension Periods in accordance with subsection i, or extends the Second Amendment all five Extension Periods in accordance with said provision but fails to fully comply with its obligations under the Second Amendment pertaining to the Extension Periods and Extended Term, then this subsection v will not apply.

6. Accrued Obligations to Survive. The expiration of this Second Amendment, whether at the end of the Term or any Extension Period, and whether in whole or in part, will not relieve Chevron of the obligation to (i) complete a well, the actual drilling of which has been commenced but which has not yet been completed, or (ii) make cash payments to the State of Texas and Wise accruing prior to such expiration.

7. Consideration of Future Leasing Opportunities: Following the partial termination (i.e., contraction) or full termination of the Agreement as to any of the lands designated in Exhibit "B" to the Agreement as "Chevron Mineral Fee Tract" (or depths in and under such lands), and Delaware Ranch Lease as to any of the lands covered thereby (or depths in and under such lands) Chevron agrees to reasonably, and in good faith, consider all (but shall not be obligated to accept any) opportunities to lease or enter into a joint development agreement, such as an operating agreement or unit exploratory agreement, covering its oil and gas rights in any such lands and depths.
8. Counterparts. This Second Amendment may be executed in any number of counterparts, each of which will be deemed an original of this Second Amendment, and which together will constitute one and the same instrument; provided that none of the Parties hereto will be bound by this Second Amendment unless and until all Parties have executed the original or a counterpart thereof.
9. Governing Laws. This Second Amendment is governed by and interpreted under the laws of the State of Texas, without regard to its choice of law rules.
10. Conflicting Provisions. In the event of a conflict between a provision of this Second Amendment and a provision of the Agreement, the conflicting provision of this Second Amendment shall control and govern. To the extent, but only to the extent, necessary to fully effectuate the provisions of this Second Amendment or prevent ambiguity, the provisions of the Agreement are conformed to those of the Second Amendment.

IN WITNESS WHEREOF, this Second Amendment is executed by each party as of the date evidenced by their acknowledgement or set out beneath their signature, but to be EFFECTIVE as of the Effective Date.

CHEVRON U.S.A. INC.

THE STATE OF TEXAS

By Commission of the General Land Office

By: [Signature]
Name: Kevin Countryman
Title: Attorney-in-Fact

8/4/2021
Date

By: _____ Date _____
Name: _____
Title: _____

7. Consideration of Future Leasing Opportunities: Following the partial termination (i.e., contraction) or full termination of the Agreement as to any of the lands designated in Exhibit "B" to the Agreement as "Chevron Mineral Fee Tract" (or depths in and under such lands), and Delaware Ranch Lease as to any of the lands covered thereby (or depths in and under such lands) Chevron agrees to reasonably, and in good faith, consider all (but shall not be obligated to accept any) opportunities to lease or enter into a joint development agreement, such as an operating agreement or unit exploratory agreement, covering its oil and gas rights in any such lands and depths.
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10. Conflicting Provisions. In the event of a conflict between a provision of this Second Amendment and a provision of the Agreement, the conflicting provision of this Second Amendment shall control and govern. To the extent, but only to the extent, necessary to fully effectuate the provisions of this Second Amendment or prevent ambiguity, the provisions of the Agreement are conformed to those of the Second Amendment.

IN WITNESS WHEREOF, this Second Amendment is executed by each party as of the date evidenced by their acknowledgement or set out beneath their signature, but to be EFFECTIVE as of the Effective Date.

CHEVRON U.S.A. INC.

By: [Signature]
Name: Kevin Countryman
Title: Attorney-in-Fact

8/4/2021
Date

THE STATE OF TEXAS

By Commission of the General Land Office

By: [Signature] 10/27/2021
Name: _____ Date
Title: _____

Approved Legal [Signature]
Conte [Signature]
Min. L. [Signature]
Execu [Signature]

Wise Asset No. 8, Ltd., a Texas Limited Partnership

By and Through its General Partner, Wise Asset Management No. 8, LLC, a Texas limited liability company

By: [Signature] 8/13/2021
Name: Robert Cocanougher Date
Title: Manager

Wise Asset No. 10, Ltd., a Texas Limited Partnership

By and Through its General Partner, Wise Asset Management No. 8, LLC, a Texas limited liability company

By: [Signature] 8/13/2021
Name: Robert Cocanougher Date
Title: Manager

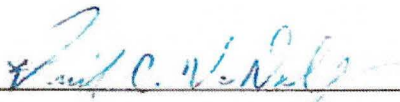
[Remainder of page intentionally left blank – acknowledgements follow]

ACKNOWLEDGEMENTS

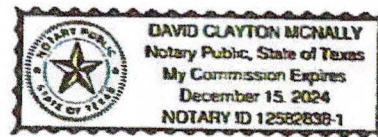
STATE OF TEXAS

COUNTY OF HARRIS

This instrument was acknowledged before me this 4th day of August, 2021, by, Kevin Countryman, Attorney-in-Fact, of Chevron U.S.A. Inc., a Pennsylvania corporation, on behalf of said corporation.



Notary Public in and for the State of Texas



My Commission Expires:

12-15-2024

STATE OF TEXAS

COUNTY OF TARRANT

This instrument was acknowledged before me this 13 day of August, 2021, by, Robert Cocanougher, as Manager of Wise Asset No. 8 Ltd., a Texas limited partnership, Individually and as Agent of the State of Texas, and as Manager of Wise Asset No. 10 Ltd., a Texas limited partnership, Individually and as Agent for the State of Texas, on behalf of said limited partnerships.



Notary Public in and for the State of Texas

My Commission Expires:

2/21/2024



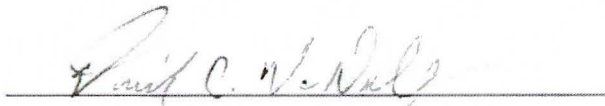
101021

ACKNOWLEDGEMENTS

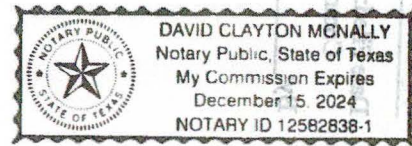
STATE OF TEXAS

COUNTY OF HARRIS

This instrument was acknowledged before me this **4th** day of **August, 2021**, by, **Kevin Countryman**, Attorney-in-Fact, of **Chevron U.S.A. Inc.**, a Pennsylvania corporation, on behalf of said corporation.



Notary Public in and for the State of Texas



My Commission Expires:

12-15-2024

STATE OF TEXAS

COUNTY OF TARRANT

This instrument was acknowledged before me this ____ day of August, 2021, by, _____, as _____ of Wise Asset No. 8 Ltd., a Texas limited partnership, Individually and as Agent of the State of Texas, and as _____ of Wise Asset No. 10 Ltd., a Texas limited partnership, Individually and as Agent for the State of Texas, on behalf of said limited partnerships.

Notary Public in and for the State of Texas

My Commission Expires:

File No. MF12130
2nd Amendment Dev. Agrmt. County
Oakware Ranch Wise Unit No. 1
Date Filed: 1-8-2024
Commissioner Dawn Buckingham, M.D.
By: CRB

12

DO NOT DESTROY



Texas General Land Office
UNIT AGREEMENT MEMO

UPA230141

Unit Number 12916
Operator Name Chevron U.S.A. INC. **Effective Date** 07/01/2023
Customer ID C000025263 **Unitized For** Oil And Gas
Unit Name DR - Wise State Unit # 1 **Unit Term**
County 1 Culberson **RRC District 1** 08 **Old Unit Number** **Inactive Status Date**
County 2 **RRC District 2**
County 3 **RRC District 3**
County 4 **RRC District 4**
Unit type Standard
State Net Revenue Interest Oil 0.06262856
State Part in Unit 0.50014849
Unit Depth Allow All Depths **Well**
From Depth **Formation**
To Depth **Participation Basis** Surface Acreage
If Excluions Apply: See Remarks

Lease Number	Tract No	Lease Acres in Unit	Total Unit Acres	Tract Participation	O/G	Lease Royalty	NRI of Lease in Unit	Royalty Rate Reduction Clause
MF114883		23,041.263750	46,533.820000	0.49515092	O/G	0.12500000	0.06189386	No
MF116786		190.606250	46,533.820000	0.00409608	O/G	0.12500000	0.00051201	
MF121030		40.950000	46,533.820000	0.00088001	O/G	0.25000000	0.00022000	No
MF121439		1.000000	46,533.820000	0.00002149	O/G	0.12500000	0.00000269	

API Number

4210933311, 4210933312, 4210933313, 4210933314, 4210933318, 4210933319, 4210933320, 4210933321, 4210933333, 4210933335, 4210933336, 4210933337, 4210933351, 4210933352, 4210933354, 4210933355, 4210933358, 4210933359, 4210933361, 4210933369, 4210933397, 4210933399, 4210933400, 4210933401, 4210933405, 4210933406, 4210933407, 4210933408, 4210933422, 4210933424, 4210933425, 4210933426, 4210933429, 4210933430, 4210933431, 4210933432, 4210933443, 4210933444, 4210933445, 4210933446, 4210933447, 4210933448, 4210933449, 4210933450, 4210933451, 4210933452, 4210933453, 4210933454, 4210933474, 4210933475, 4210933476, 4210933477, 4210933493, 4210933494, 4210933495, 4210933496, 4210933497, 4210933498, 4210933509, 4210933510, 4210933511, 4210933512, 4210933513, 4210933514, 4210933552, 4210933553, 4210933554, 4210933555, 4210933568, 4210933569, 4210933573, 4210933591, 4210933592, 4210933593, 4210933594, 4210933595, 4210933618, 4210933619, 4210933620, 4210933621, 4210933622, 4210933701, 4210933702, 4210933703, 4210933704, 4210933705, 4210933832, 4210933833, 4210933834, 4210933835, 4210933836, 4210933837, 4210933838, 4210933839, 4210933840, 4210933841, 4210933842, 4210933843, 4210933889, 4210933890, 4210933891, 4210933892, 4210933893, 4210933913, 4210933914, 4210933915, 4210933916, 4210933976, 4210933977, 4210933978, 4210933979, 4210933980, 4210933981, 4210933982, 4210934049, 4210934050, 4210934051, 4210934052, 4210934060, 4210934061

Remarks: This amendment is to add a newly leased one acre tract to the pooled unit.

Prepared By: JM
GLO Base Updated By: JM
RAM Approval By: JM
GIS By: RL
Well Inventory By: JM

Prepared Date: 10/03/2023
GLO Base Date: 10/03/2023
RAM Approval Date: 10/03/2023
GIS Date: 01/17/24
WI Date: 10/03/2023

Pooling Committee Report

To: School Land Board

Date of Board Meeting: 10/03/2023

Effective Date: 07/01/2023

Unit Expiration Date:

Applicant: Chevron USA Inc.

Attorney Rep:

Operator: Chevron U S A Inc

Unit Name: DR - Wise State Unit # 1

Field Name: FORD, WEST (WOLFCAMP)

UPA230141

Unit Number: 12916

County: Culberson

<u>Lease Type</u>	<u>Lease Number</u>	<u>Lease Royalty</u>	<u>Expiration Date</u>	<u>Lease Term</u>	<u>Lease Acres</u>	<u>Lease Acres In Unit</u>	<u>Royalty Participation</u>
32.207	MF121030	0.25000000	04/03/2019	1 years	40.950000	40.950000	0.00022000
RAL	MF114883	0.12500000	03/28/2016	3 years	30,287.16000	23,041.26375	0.06189386
RAL	MF116786	0.12500000	03/04/2017	3 years	189.500000	190.606250	0.00051201
RAL	MF121439	0.12500000	06/22/2026	3 years	1.000000	1.000000	0.00000269

Private Acres:	23260.000000
State Acres:	23273.820000
Total Unit Acres:	46533.820000

<u>Participation Basis:</u>	Surface Acreage
Surface Acreage	
<u>State Acreage:</u>	50.01%
<u>State Net Revenue Interest:</u>	6.26%

<u>Unit Type:</u>	<u>Unitized for:</u>
Standard	Oil And Gas
<u>Term:</u>	

<u>RRC Rules:</u>	<u>Spacing Acres:</u>
Yes	

REMARKS:

third

- Chevron U. S. A., Inc. is requesting the ~~second~~ amendment of its Delaware Ranch - Wise State Unit # 1 which was approved by the School Land Board on April 21, 2020 and amended on November 2, 2022.
- The applicant is requesting to add a one acre lease that was recently acquired (State RAL Lease MF121439) to the unit.
- The State's unit royalty participation will be 6.26%.
- The applicant drilled 176,400 feet of lateral in 2018, and has drilled 294,000 feet of lateral every year since, and will continue to do so or the unit will reduce in size based on the length of lateral for each well drilled.

POOLING COMMITTEE RECOMMENDATION:

The Pooling Committee recommends Board approval of the second amendment of the Delaware Ranch - Wise State Unit # 1 under the above-stated provisions.

RJ

General Land Office

9/11/2023

Date

DocuSigned by:

Catarina Gonzales

9/18/2023

EE8EA40C6EF64CC...

Office of the Governor

Date

Office of the Governor

Date

J.F. FARRELL A-5301	T&P.R.R.CO. A-2997	J.F. FARRELL A-5300	T&P.R.R.CO. A-2996	A.A. SUGG A-6755	T&P.R.R.CO. A-2916	A.A. SUGG A-6754	T&P.R.R.CO. A-2915	A.A. SUGG A-6753	T&P.R.R.CO. A-2914	I.J. ELL A-4750	T&P.R.R.CO. A-2797	O.L. GRAHAM A-6995	T&P.R.R.CO. A-2796	E.S. GRAHAM A-6994	T&P.R.R.CO. A-2795
T&P.R.R.CO. A-3000	J.F. FARRELL A-5302	T&P.R.R.CO. A-5301	A.A. SUGG A-6772	T&P.R.R.CO. A-2917	A.A. SUGG A-6756	T&P.R.R.CO. A-2918	A.A. SUGG A-6757	T&P.R.R.CO. A-2919	I.J. ELL A-4759	T&P.R.R.CO. A-2753	I.J. ELL A-4751	T&P.R.R.CO. A-2799	W.W. WEST A-6992	T&P.R.R.CO. A-2500	W.W. WEST A-6999
J.F. FARRELL A-5303	T&P.R.R.CO. A-3003	J.F. FARRELL A-5303	T&P.R.R.CO. A-3002	A.A. SUGG A-6759	T&P.R.R.CO. A-2922	A.A. SUGG A-6758	T&P.R.R.CO. A-2921	I.J. ELL A-4760	T&P.R.R.CO. A-2920	I.J. ELL A-4754	T&P.R.R.CO. A-2603	I.J. ELL A-4753	T&P.R.R.CO. A-2602	I.J. ELL A-4752	T&P.R.R.CO. A-2601
T&P.R.R.CO. A-3005	J.F. FARRELL A-5307	T&P.R.R.CO. A-3007	A.A. SUGG A-6773	T&P.R.R.CO. A-2923	A.A. SUGG A-6760	T&P.R.R.CO. A-2924	I.J. ELL A-4761	T&P.R.R.CO. A-2925	I.J. ELL A-4762	I.J. ELL A-4762	T&P.R.R.CO. A-2504	I.J. ELL A-4755	T&P.R.R.CO. A-2505	W.W. WEST A-7000	T&P.R.R.CO. A-2506
J.F. FARRELL A-5309	T&P.R.R.CO. A-3009	J.F. FARRELL A-5308	T&P.R.R.CO. A-3008	A.A. SUGG A-6763	T&P.R.R.CO. A-2923	A.A. SUGG A-6762	T&P.R.R.CO. A-2927	A.A. SUGG A-6761	T&P.R.R.CO. A-2926	W.W. WEST A-5569	T&P.R.R.CO. A-2509	I.J. ELL A-4756	T&P.R.R.CO. A-2503	O.L. GRAHAM A-6996	T&P.R.R.CO. A-2507
G.H. QUAD A-6565	T&P.R.R.CO. A-3013	T&P.R.R.CO. A-3013	A.A. SUGG A-6774	T&P.R.R.CO. A-2929	A.A. SUGG A-6764	T&P.R.R.CO. A-2930	I.J. ELL A-4763	T&P.R.R.CO. A-2931	I.J. ELL A-4764	T&P.R.R.CO. A-2510	I.J. ELL A-4757	T&P.R.R.CO. A-2511	I.J. ELL A-4758	T&P.R.R.CO. A-2512	G.H. QUAD A-7002
G.H. QUAD A-6567	T&P.R.R.CO. A-3015	T&P.R.R.CO. A-3015	A.A. SUGG A-6774	T&P.R.R.CO. A-2934	A.A. SUGG A-6765	T&P.R.R.CO. A-2933	I.J. ELL A-4765	T&P.R.R.CO. A-2932	W.W. WEST A-5570	T&P.R.R.CO. A-2515	W.P. HERBERT A-1254	T&P.R.R.CO. A-2514	W.P. HERBERT A-1253	T&P.R.R.CO. A-2513	T&P.R.R.CO. A-2513
G.H. QUAD A-6569	T&P.R.R.CO. A-3019	G.H. QUAD A-6570	T&P.R.R.CO. A-2935	A.A. SUGG A-6767	T&P.R.R.CO. A-2936	E.C. NASOR A-5903	T&P.R.R.CO. A-2937	A.A. SUGG A-6768	T&P.R.R.CO. A-2816	W.P. HERBERT A-1255	T&P.R.R.CO. A-2817	W.P. HERBERT A-1256	T&P.R.R.CO. A-2818	T&P.R.R.CO. A-2819	W.H. HERBY A-3958
G.H. QUAD A-6599	T&P.R.R.CO. A-3020	G.H. QUAD A-6513	A.A. SUGG A-6770	T&P.R.R.CO. A-2943	A.A. SUGG A-6769	T&P.R.R.CO. A-2939	T&P.R.R.CO. A-7003	T&P.R.R.CO. A-2938	W.P. HERBERT A-1259	T&P.R.R.CO. A-2821	W.P. HERBERT A-1249	T&P.R.R.CO. A-2820	STATE A-1245	T&P.R.R.CO. A-2819	STATE A-7059
T&P.R.R.CO. A-3024	G.H. QUAD A-6601	T&P.R.R.CO. A-3025	T&P.R.R.CO. A-2941	A.A. SUGG A-6771	T&P.R.R.CO. A-2942	E.C. NASOR A-5904	T&P.R.R.CO. A-2943	E.C. NASOR A-5909	T&P.R.R.CO. A-2822	W.P. HERBERT A-1251	T&P.R.R.CO. A-2823	W.H. HERBY A-3959	T&P.R.R.CO. A-2821	STATE A-7059	STATE A-7059
G.H. QUAD A-6602	T&P.R.R.CO. A-3026	G.H. QUAD A-6512	C.B. PATTERSON A-5550	T&P.R.R.CO. A-2946	E.C. NASOR A-5906	E.C. NASOR A-5904	T&P.R.R.CO. A-2945	E.H. ELKINS A-4281	T&P.R.R.CO. A-2944	STATE A-6721	T&P.R.R.CO. A-2827	STATE A-6717	STATE A-6717	STATE A-6717	STATE A-6717
T&P.R.R.CO. A-3030	G.H. QUAD A-6606	T&P.R.R.CO. A-3031	T&P.R.R.CO. A-2947	E.C. NASOR A-5906	T&P.R.R.CO. A-2943	C.S. HILL A-6731	T&P.R.R.CO. A-2949	C.S. HILL A-6732	T&P.R.R.CO. A-2828	J. MASTERSO A-4364	T&P.R.R.CO. A-2833	T&P.R.R.CO. A-2833	T&P.R.R.CO. A-2833	T&P.R.R.CO. A-2833	T&P.R.R.CO. A-2833
G.H. QUAD A-6607	T&P.R.R.CO. A-3032	G.H. QUAD A-6611	E.C. NASOR A-5908	T&P.R.R.CO. A-2952	E.C. NASOR A-5907	T&P.R.R.CO. A-2951	C.S. HILL A-6733	T&P.R.R.CO. A-2550	J.H. COCKSEY A-5119	T&P.R.R.CO. A-2834	T&P.R.R.CO. A-2834	T&P.R.R.CO. A-2834	T&P.R.R.CO. A-2834	T&P.R.R.CO. A-2834	T&P.R.R.CO. A-2834
T&P.R.R.CO. A-3035	G.H. QUAD A-6609	T&P.R.R.CO. A-3037	T&P.R.R.CO. A-2953	T&P.R.R.CO. A-2953	T&P.R.R.CO. A-2954	J. MASTERSO A-4365	T&P.R.R.CO. A-2955	C.S. HILL A-6734	T&P.R.R.CO. A-2834	T&P.R.R.CO. A-2834	T&P.R.R.CO. A-2834	T&P.R.R.CO. A-2834	T&P.R.R.CO. A-2834	T&P.R.R.CO. A-2834	T&P.R.R.CO. A-2834
G.H. QUAD A-6610	T&P.R.R.CO. A-3038	T&P.R.R.CO. A-3038	T&P.R.R.CO. A-2959	T&P.R.R.CO. A-2959	T&P.R.R.CO. A-2959	T&P.R.R.CO. A-2959	T&P.R.R.CO. A-2959	T&P.R.R.CO. A-2959	T&P.R.R.CO. A-2959	T&P.R.R.CO. A-2959	T&P.R.R.CO. A-2959	T&P.R.R.CO. A-2959	T&P.R.R.CO. A-2959	T&P.R.R.CO. A-2959	T&P.R.R.CO. A-2959

A part of RR 652 is being pooled pursuant to T.N.R.C. 32.207

A part of RR 652 is being pooled pursuant to T.N.R.C. 32.207

A part of RR 652 is being pooled pursuant to T.N.R.C. 32.207

652

Unit 12916
Chevron USA, Inc.
Delaware Ranch - Wise State Unit #1
Ford, West (Wolfcamp)
Culberson County, Texas

0 5,000 10,000 20,000 Feet

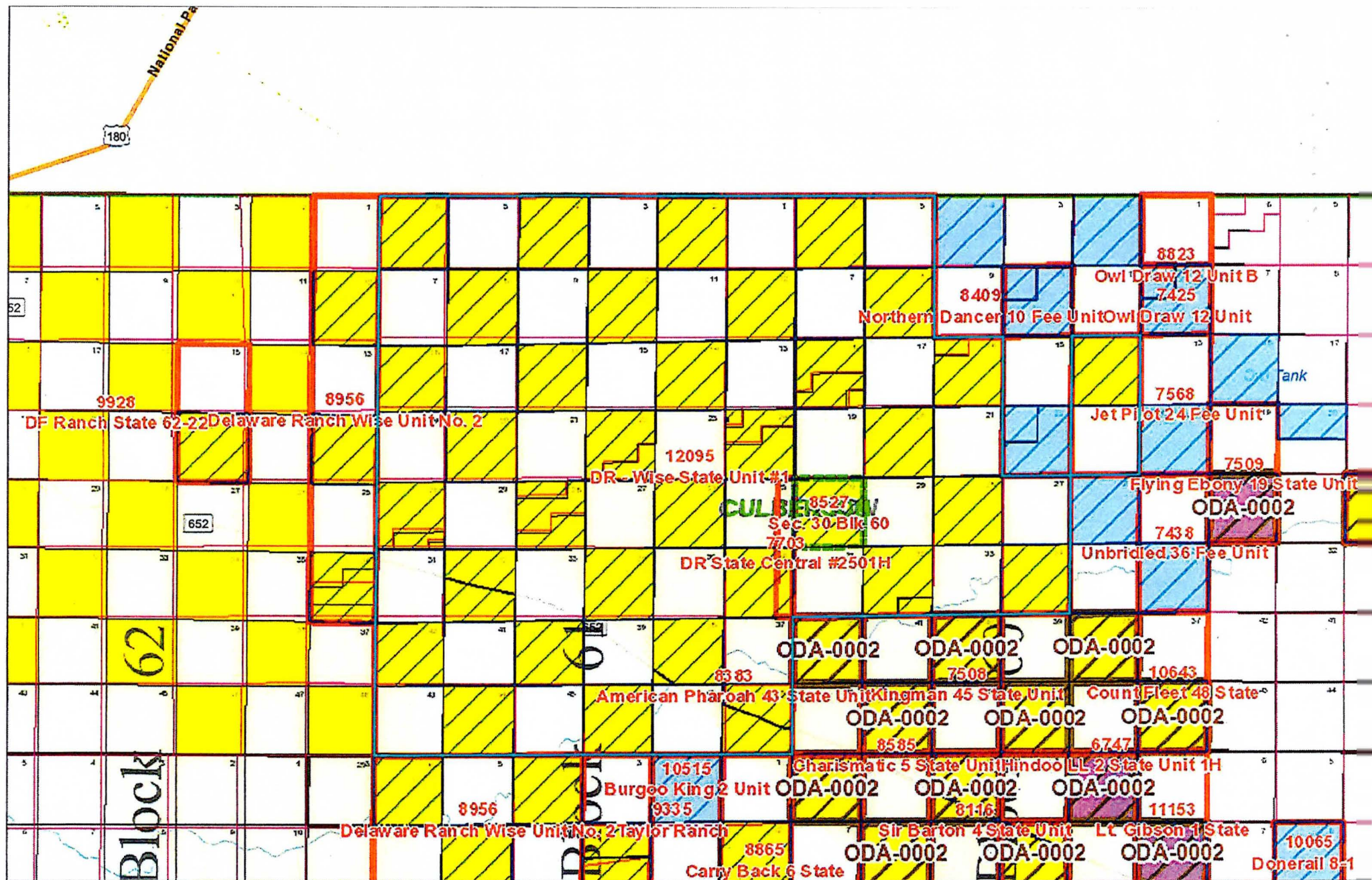
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Map generated by:
Mark Conway
Geospatial Technology Services
October 2023

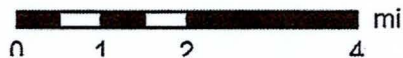


LOVING
REEVES WARD



GLO Land/Lease Mapping Viewer

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Print Date: 9/11/20



**FOURTH AMENDMENT OF POOLING AGREEMENT
DELAWARE RANCH – WISE STATE UNIT #1
GLO UNIT NO. 12916
(FORMERLY GLO UNIT NO. 12095)
CULBERSON COUNTY, TEXAS**

WHEREAS, on August 3, 2018, the Delaware Ranch – Wise State Unit #1 (“Unit”) in Culberson County, Texas, was presented to and approved by the School Land Board of the State of Texas pursuant to the provisions of Subchapter E, Chapter 52, of the Texas Natural Resources Code; and

WHEREAS, pursuant to such approval, Chevron U.S.A. Inc. (“Chevron”) and the Commissioner of the General Land Office of the State of Texas entered into that certain Unit Agreement (“Agreement”) to pool certain State lands into said Unit covering 46,533.82 acres of land, more particularly described in said Agreement on file in the Archives and Records of the Texas General Land Office at Austin, Texas, in Mineral File M-114883; and

WHEREAS, on April 21, 2020, an amendment to the Delaware Ranch – Wise State Unit #1 (“First Amendment”) in Culberson County, Texas, was presented to and approved by the School Land Board of the State of Texas pursuant to the provisions of Subchapter E, Chapter 52, of the Texas Natural Resources Code; and

WHEREAS, on August 4, 2021, an amendment to the Delaware Ranch – Wise State Unit #1 (“Second Amendment”) in Culberson County, Texas, was presented to and approved by the School Land Board of the State of Texas pursuant to the provisions of Subchapter E, Chapter 52, of the Texas Natural Resources Code; and

WHEREAS, on November 2, 2022, an amendment to the Delaware Ranch – Wise State Unit #1 (“Third Amendment”) in Culberson County, Texas, was presented to and approved by the School Land Board of the State of Texas pursuant to the provisions of Subchapter E, Chapter 52, of the Texas Natural Resources Code; and

WHEREAS, on October 3, 2023, the application for an amendment to the Delaware Ranch – Wise State Unit #1 (“Fourth Amendment”) was presented to and approved by the School Land Board of the State of Texas pursuant to the provisions of Subchapter E, Chapter 52, of the Texas Natural Resources Code; and

WHEREAS, Chevron is the current operator of the Delaware Ranch – Wise State Unit #1; and

WHEREAS, Chevron timely made application and, at its regular meeting on October 3, 2023, the School Land Board approved its application to add 1.00 acres that were previously unleased, now leased under M-121439, to the Agreement by deleting the existing Exhibits “A”, “B” and “C” and replacing them with Exhibits “A”, “B” and “C” attached to this Fourth Amendment; and



WHEREAS, the Commissioner of the General Land Office finds that amending said amended Agreement as approved by the School Land Board is in the best interests of the State of Texas:

NOW THEREFORE, in consideration of ten U.S. Dollars (\$10.00), the premises and the mutual agreements contained in this Fourth Amendment of Pooling Agreement, it is agreed that RAL lease M-121439 is subject to and made a part of this Agreement.

This Fourth Amendment shall in all other respects remain subject to the terms and provisions of the Agreement. A copy of Exhibits "A", "B" and "C" to the Agreement are attached to this Fourth Amendment of Pooling Agreement for reference purposes.

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

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

IN WITNESS WHEREOF, the parties hereto have executed this Fourth Amendment of Pooling Agreement upon the respective dates indicated below but effective as of July 1, 2023.

[Signature Pages Follow]



Date Executed

1/4/2024

STATE OF TEXAS

D. Buckingham
DAWN BUCKINGHAM, M.D.

Commissioner, General Land Office

Approved:

lease

CB
DS

cont.

DBO
DS

legal

[Signature]
DS

DLC

gg
DS

exec.

[Signature]

CERTIFICATE

I, Vicki Gonzales, Secretary of the School Land Board of the State of Texas, do hereby certify that at a meeting of the School Land Board duly held on October 3rd, 2023, the foregoing instrument was approved by said Board under the provisions of Chapter 32 and 52 of the Natural Resources Code all of which is set forth in the Minutes of the Board of which I am custodian.

IN TESTIMONY WHEREOF, witness my hand this the

4

day of

January, 202⁴

Vicki Gonzales
Secretary of the School Land Board

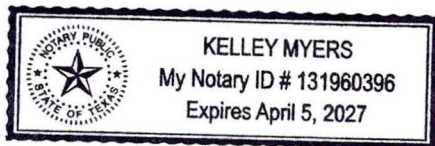
Date Executed: 12/14/2023

CHEVRON U.S.A. INC.

By: Kelly Coppins
Printed: KELLY COPPINS
Its: ATTORNEY-IN-FACT

STATE OF Texas §
COUNTY OF Harris §

This instrument was acknowledged before me on December 14, 2023, by
Kelly Coppins,
as Attorney-in-Fact for Chevron USA, Inc., a Pennsylvania Corporation on
behalf of said corporation.



Kelley Myers
Notary Public in and for the State of Texas

2023

Exhibit "A"

Attached to and made a part of that certain Fourth Amendment of Pooling Agreement for the Delaware Ranch – Wise State Unit #1, Culberson County, Texas

LEASES IN THE UNIT AREA

State Lease No.	Lessor	Lessee	Lease Date	County	State	Description	Recording*
M-114883	Wise Asset No. 8, LTD., Wise Asset No. 10, LTD., and the State of Texas	COG Operating LLC	3/28/2013	Culberson	TX	See the attached Exhibit A-1	Vol. 101, Page 366, Oil & Gas Records
M-116786B	Prewitt, Stephen Neil	COG Operating LLC	3/4/2014	Culberson	TX	Block 60, Township 1, T&P Ry. Co. Survey Section 30: All, containing 678.00 acres, more or less Section 32: South One-Half of the Southeast Quarter (S/2 SE/4), containing 80.00 acres, more or less	Vol. 112, Page 734, Oil & Gas Records
M-116786A	Prewitt, John Collins	COG Operating LLC	3/4/2014	Culberson	TX	Block 60, Township 1, T&P Ry. Co. Survey Section 30: All, containing 678.00 acres, more or less Section 32: South One-Half of the Southeast Quarter (S/2 SE/4), containing 80.00 acres, more or less	Vol. 112, Page 744, Oil & Gas Records
M-121030	State of Texas - General Land Office	Chevron U.S.A. Inc.	11/2/2022	Culberson	TX	See the attached Exhibit A-2	Instrument No. 13698, Official Public Records
M-121439	George H. Brantley	Chevron U.S.A. Inc.	6/22/2023	Culberson	TX	1.00 acre tract in the NW/4 of the NW/4 of Section 24, Block 61, Township 1, as further described on the attached Exhibit A-3	Instrument No. 13702, Official Public Records

**Instruments listed are recorded in Culberson County, Texas.*



Exhibit "A-1"

Attached to and made a part of that certain Fourth Amendment of Pooling Agreement for the Delaware Ranch – Wise State Unit #1, Culberson County, Texas

This lease covers the following described lands located in T&P RR. Co. Survey, Culberson County, Texas:

Section	Block	Township	Gross Acres (more or less)
6	60	1	661.00
8	60	1	675.60
14	60	1	673.00
16	60	1	675.50
18	60	1	678.02
20	60	1	675.60
28	60	1	675.00
30	60	1	678.00
32	60	1	675.40
34	60	1	676.00
2	61	1	677.00
4	61	1	668.00
6	61	1	657.00
8	61	1	692.00
10	61	1	689.00
12	61	1	691.00
14	61	1	697.50
16	61	1	691.00
18	61	1	683.00
20	61	1	692.00



Section	Block	Township	Gross Acres (more or less)
22	61	1	688.70
24	61	1	690.90*
26	61	1	697.50
28	61	1	691.00
30	61	1	681.90
32	61	1	693.00*
34	61	1	690.00
36	61	1	692.00
38	61	1	698.60*
40	61	1	692.00*
42	61	1	684.00
44	61	1	699.00
46	61	1	696.60
48	61	1	698.00*
12	62	1	689.00
24	62	1	693.70
36	62	1	674.00*
4	61	2	697.00
6	61	2	689.50
8	61	2	698.00
N/2 of 10	61	2	347.50
12	61	2	697.60
20	61	2	696.60
28	61	2	685.00
30	61	2	677.00
Total Gross Acres:			30,518.72*



*The lease was described as covering all of Section 24, 32, 38, 40 & 48, Block 61, Township 1 and Section 36, Block 62, Township 1. Subsequent title found that a 1 acre tract within Section 24 Block 61 T1 was reserved by George H. Brantley and was not covered by this lease and 40.95 acres in Sections 32, 38, 40 & 48 of Block 61 T1 and Section 36 Block 62 T1 was reserved to the State of Texas, by and through the State Highway Commission and was also not covered by this lease. Therefore, the gross acres for the above referenced sections as well as total gross acres under the lease should be reduced accordingly for purposes of calculating the amount of acreage within the Delaware Ranch- Wise State Unit #1 and the associated ownership.



Exhibit "A-2"

Attached to and made a part of that certain Fourth Amendment of Pooling Agreement for the Delaware Ranch – Wise State Unit #1, Culberson County, Texas

This lease covers the following described lands located in Block 61 & 62, Township 1, T&P RR. Co. Survey, Culberson County, Texas:

Tracts 1, 2, 4, 6, 8, 10, ~~11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100~~

Tract 1

Section 36

BEGINNING at a concrete monument South $00^{\circ}40'46''$ West 925.1 feet, North $76^{\circ}02'$ West 385.9 feet, and North $13^{\circ}58'$ East 50 feet from the apparent Northeast corner of section 36, Block 62, TSP. 1, T & P Ry. Company Survey;

THENCE: South $76^{\circ}02'$ East 134.2 feet to a concrete monument in a curved boundary line whose radius is 905.37 feet;

THENCE: Northwesterly with said curve deflection uniformly and continuously to the right 134.7 feet to a concrete monument located North $13^{\circ}58'$ East 50 feet from centerline Station 366+12.5 of R.M. Highway 652 as surveyed by the Resident Engineer of the Texas Highway Department;

THENCE: North $13^{\circ}58'$ East 10.0 feet to the place of beginning and containing 0.02 acres of land more or less.

Tract 2

Section 36

BEGINNING at a stake in the East boundary line of Section 36, Block 62, TSP. 1, T & P Ry. Company Survey, from which the apparent Northeast corner of Section 36 bears North $00^{\circ}40'46''$ East 899.8 feet;

CONTINUED ON NEXT PAGE

THENCE: South $00^{\circ}40'46''$ West with said East boundary line 97.3 feet to a concrete monument in a curved boundary line whose radius is 11,399.2 feet;

THENCE: Northwesterly with said curve deflecting uniformly and continuously to the left 134.2 feet to a concrete monument at its end;

THENCE: North $76^{\circ}03'$ West 26.1 feet to a concrete monument South $13^{\circ}58'$ East 60 feet from centerline Station 366+12.4 of R.M. Highway 652 as surveyed by the Resident Engineer of the Texas Highway Department;

THENCE: North $13^{\circ}58'$ East 10.0 feet to a concrete monument at the beginning of a curved boundary line whose radius is 1005.37 feet;

THENCE: Northerly with said curve deflecting uniformly and continuously to the left 389.7 feet to the place of beginning and containing 0.325 acres of land more or less.

Tract 4

Section 32

BEGINNING at a concrete monument in the West boundary line of Section 32, Block 61, T28N, 1. T & P by Company Survey, from which a concrete monument marked $\frac{311.9}{311.3}$ bears North $0^{\circ}40'46''$ East 2,541.9 feet;

THENCE: North $0^{\circ}40'46''$ East with said West boundary line, at 62.4 feet crossing centerline Station 426+74.8 of R.M. Highway 652 as surveyed by Resident Engineer of the Texas Highway Department, and continuing for a total distance of 1,121.3 feet to a concrete monument;

THENCE: South $73^{\circ}24'$ East 1,516.3 feet to a concrete monument at the beginning of a curved boundary line whose radius is 11,399.2 feet;

THENCE: Southeasterly with said curve deflecting uniformly and continuously to the left 676.4 feet to a concrete monument at its end;

THENCE: South $76^{\circ}48'$ East 3,401.4 feet to a concrete monument in the East boundary line of Section 32 from which the apparent Southeast corner of said Section 32 bears South $0^{\circ}40'46''$ West $\frac{1,647.9}{1698.4}$ feet; E.R.P.

THENCE: South $0^{\circ}40'46''$ West with said East boundary line of Section 32, at 61.4 feet crossing centerline Station 483+69.5 of R.M. Highway 652 as surveyed by Resident Engineer of the Texas Highway Department, and continuing for a total distance of 1,121.3 feet to a concrete monument;

THENCE: North $76^{\circ}48'$ West 3,401.0 feet to a concrete monument at the beginning of a curved boundary line whose radius is 11,519.2 feet;

THENCE: Northwesterly with said curve deflecting uniformly and continuously to the right 633.6 feet to a concrete monument at its end;

THENCE: North $73^{\circ}24'$ West 1,516.1 feet to the place of beginning and containing 15.68 acres of land more or less.

CONTINUED ON NEXT PAGE



Tract 6

Section 40

BEGINNING at a concrete monument in the North boundary line of Section 40, Block 61, TSP. 1, T. & P. Ry. Company Survey from which the Northeast corner of Section 40 bears South 89°19'14" East 1,150.7 feet;

THENCE: South 89°19'14" East with said North boundary line, at 137.8 feet crossing centerline Station 531+97.4 of R.M. Highway 652 as surveyed by the Resident Engineer of the Texas Highway Department, and continuing for a total distance of 275.6 feet to a concrete monument;

THENCE: South 63°31' East 454.8 feet to a concrete monument at the beginning of a curved boundary line whose radius is 11,515.2 feet;

THENCE: Southeasterly with said curve deflecting uniformly and continuously to the right 527.7 feet to a concrete monument in the East boundary line of Section 40 from which the apparent Northeast corner of Section 40 bears North 0°10'44" East 438.4 feet;

THENCE: South 0°10'44" East with said East boundary line at 64.3 feet crossing centerline Station 543+33.9 of R.M. Highway 652 as surveyed by the Resident Engineer of the Texas Highway Department, and continuing for a total distance of 136.7 feet to a concrete monument in a curved boundary line whose radius is 11,399.2 feet;

THENCE: Northwesterly with said curve deflecting uniformly and continuously to the left 587.3 feet to a concrete monument at its end;

THENCE: North 63°31' West 703.0 feet to the place of beginning and containing 3.13 acres of land more or less.

Tract 8

Section 38

BEGINNING at a concrete monument in the West boundary line of Section 38, Block 61, TSP. 1, T. & P. Ry. Company Survey, from which a concrete monument marked ^{39, 38} 45147 bears South 01°53' West 1,141.4 feet;

THENCE: North 01°53' East with said West boundary line, at 72.8 feet crossing centerline Station 610+23.5 of R.M. Highway 652 as surveyed by the Resident Engineer of the Texas Highway Department, and continuing for a total distance of 145.5 feet to a concrete monument;

THENCE: South 53°37' East 2,250.4 feet to a concrete monument at the beginning of a curved boundary line whose radius is 3,759.5 feet;

THENCE: Southeasterly with said curve uniformly and continuously to the left 22.2 feet to a concrete monument in the South boundary line of Section 38 from which concrete monument marked ^{39, 38} 45147 bears North 88°07' West 1,872.7 feet;

THENCE: North 88°07' West with said South boundary line, at 106.1 feet crossing centerline Station 631+67.2 of R.M. Highway 652 as surveyed by the Resident Engineer of the Texas Highway Department, and continuing for a total distance of 212.0 feet to a concrete monument;

THENCE: North 53°37' West 2,015.2 feet to the place of beginning and containing 5.91 acres of land more or less.

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Beginning at a concrete monument in the West boundary line of Section 48, Block 61, TSP. 1, T&P Co. Company Survey, from which the apparent Northwest corner of Section 48 bears N 01° 53' E., 1519.9 feet;

Thence: N 01° 53' E. with the West boundary line of Section 48, at 83.3 feet crossing centerline Station 672+64.0 of U. S. Highway 692 as surveyed by Resident Engineer of the Texas Highway Department, and continuing for a total distance of 126.6 feet to a concrete monument;

Thence: S 69° 29' E, 2734.2 feet to a concrete monument at the beginning of a curved boundary line whose radius is 5789.6 feet;

Thence Southeasterly with said curve deflecting uniformly and continuously to the right 650.1 feet to a concrete monument at its end;

Thence: S 63° 03' E, 1219.1 feet to a concrete monument at the beginning of a curved boundary line whose radius is 1850.1 feet;

Thence: Southeasterly with said curve deflecting uniformly and continuously to the left 818.5 feet to a concrete monument at its end;

Thence: S 84° 24' E, 25.4 feet to a concrete monument;

Thence: S 85° 11' E, 92.0 feet to a concrete monument;

Thence: S 87° 00' E, 103.0 feet to a concrete monument;

Thence: S 79° 00' E, 102.8 feet to a concrete monument;

Thence: S 76° 00' E, 102.5 feet to a concrete monument;

Thence: S 72° 44' E, 13.0 feet to a concrete monument in the East boundary line of Section 48, from which the apparent Southeast corner of said Section 48 bears S 01° 53' W, 2252.1 feet;

Thence: S 01° 53' W with the East boundary line of Section 48, at 45.1 feet crossing centerline Station 731+21.9 of U. S. Highway 692 as surveyed by Resident Engineer of the Texas Highway Department, and continuing for a total distance of 126.6 feet to a concrete monument;

Thence: N 79° 16' W, 412.8 feet to a concrete monument;

Thence: N 88° 24' W, 25.4 feet to a concrete monument at the beginning of a curved boundary line whose radius is 1970.1 feet;

Thence: Northwesterly with said curve deflecting uniformly and continuously to the right 871.5 to a concrete monument at its end;

Thence: N 63° 03' W, 1219.1 feet to a concrete monument at the beginning of a curved boundary line whose radius is 5669.6 feet;

Thence: Northwesterly with said curve deflecting uniformly and continuously to the left 636.6 feet to a concrete monument at its end;

Thence: N 69° 29' W, 2693.8 feet to the place of beginning and containing 16.23 acres of land more or less.

Exhibit "A-3"

Attached to and made a part of that certain Fourth Amendment of Pooling Agreement for the Delaware Ranch – Wise State Unit #1, Culberson County, Texas

This lease covers the following described lands located in Block 61, Township 1, T&P RR. Co. Survey, Culberson County, Texas:

A 1.00 acre tract of land located in the NW/4 of the NW/4 of Section 24, Block 61, Township 1, of the Texas and Pacific Railway Surveys in Culberson County, Texas, being that certain tract of land more particularly described in that certain Warranty Deed dated October 13, 1961, and recorded in Volume 67, Page 77, of the Deed Records of Culberson County, from E.E. Pokorny and Isabell S. Pokorny to American Telegraph and Telegraph Company:

A 1.00 acre tract of land located in the Northwest $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ of Section 24, Block 61, Township 1 of the Texas and Pacific Railway Surveys in Culberson County, Texas, said 1.00 acre of land being more particularly described as follows:

Beginning at a point on the line between Sections 23 and 24, Block 61, Township 1, T. & P. Ry. Surveys which bears South 752.56 feet from a pipe set for the Northwest corner of said Section 24; thence East 208.71 feet; thence South 208.71 feet; thence West 208.71 feet to the line between said Sections 23 and 24; thence along the line between said Sections 23 and 24 North 208.71 feet to the place of beginning and containing 1.00 acre of land.



Exhibit "B"

Attached to and made a part of that certain Fourth Amendment of Pooling Agreement for the Delaware Ranch – Wise State Unit #1, Culberson County, Texas

LANDS COMMITTED TO THE UNIT AREA

Block 60, Township 1, T&P Ry. Co. Survey, Culberson County, Texas:

All of Section 5, containing 660 acres, more or less – Chevron Mineral Fee Tract*
All of Section 6, containing 661 acres, more or less
All of Section 7, containing 678 acres, more or less – Chevron Mineral Fee Tract*
All of Section 8, containing 675.6 acres, more or less
All of Section 14, containing 673 acres, more or less
All of Section 16, containing 675.5 acres, more or less
All of Section 17, containing 675 acres, more or less – Chevron Mineral Fee Tract*
All of Section 18, containing 678.02 acres, more or less
All of Section 19, containing 678 acres, more or less – Chevron Mineral Fee Tract*
All of Section 20, containing 675.6 acres, more or less
All of Section 21, containing 675 acres, more or less – Chevron Mineral Fee Tract*
All of Section 23, containing 673 acres, more or less – Chevron Mineral Fee Tract*
All of Section 27, containing 675 acres, more or less – Chevron Mineral Fee Tract*
All of Section 28, containing 675 acres, more or less
All of Section 29, containing 675 acres, more or less – Chevron Mineral Fee Tract*
All of Section 30, containing 678 acres, more or less
All of Section 31, containing 679 acres, more or less – Chevron Mineral Fee Tract*
All, less S/2 SE/4 of Section 32, containing 590.975 acres, more or less
S/2 SE/4 of Section 32, containing 84.425 acres, more or less
All of Section 33, containing 676 acres, more or less – Chevron Mineral Fee Tract*
All of Section 34, containing 676 acres, more or less

Block 61, Township 1, T&P Ry. Co. Survey, Culberson County, Texas:

All of Section 1, containing 673 acres, more or less – Chevron Mineral Fee Tract*
All of Section 2, containing 677 acres, more or less
All of Section 3, containing 668 acres, more or less – Chevron Mineral Fee Tract*
All of Section 4, containing 668 acres, more or less
All of Section 5, containing 668 acres, more or less – Chevron Mineral Fee Tract*
All of Section 6, containing 657 acres, more or less
All of Section 7, containing 683 acres, more or less – Chevron Mineral Fee Tract*
All of Section 8, containing 692 acres, more or less
All of Section 9, containing 691 acres, more or less – Chevron Mineral Fee Tract*
All of Section 10, containing 689 acres, more or less
All of Section 11, containing 697 acres, more or less – Chevron Mineral Fee Tract*
All of Section 12, containing 691 acres, more or less
All of Section 13, containing 691 acres, more or less – Chevron Mineral Fee Tract*
All of Section 14, containing 697.5 acres, more or less
All of Section 15, containing 689 acres, more or less – Chevron Mineral Fee Tract*
All of Section 16, containing 691 acres, more or less
All of Section 17, containing 692 acres, more or less – Chevron Mineral Fee Tract*
All of Section 18, containing 683 acres, more or less



All of Section 19, containing 683 acres, more or less – Chevron Mineral Fee Tract*
 All of Section 20, containing 692 acres, more or less
 All of Section 21, containing 691 acres, more or less – Chevron Mineral Fee Tract*
 All of Section 22, containing 688.7 acres, more or less
 All of Section 23, containing 697 acres, more or less – Chevron Mineral Fee Tract*
 All, less 1.00 acre, of Section 24, containing 689.9 acres, more or less
 1.00 acre in Section 24, containing 1.0 acres, more or less
 All of Section 25, containing 691 acres, more or less – Chevron Mineral Fee Tract*
 All of Section 26, containing 697.5 acres, more or less
 All of Section 27, containing 689 acres, more or less – Chevron Mineral Fee Tract*
 All of Section 28, containing 691 acres, more or less
 All of Section 29, containing 692 acres, more or less – Chevron Mineral Fee Tract*
 All of Section 30, containing 681.9 acres, more or less
 All of Section 31, containing 664 acres, more or less – Chevron Mineral Fee Tract*
 All, less Ranch Road 652 of Section 32, containing 677.32 acres, more or less
 Ranch Road 652 in Section 32, containing 15.68 acres, more or less
 All of Section 33, containing 692 acres, more or less – Chevron Mineral Fee Tract*
 All of Section 34, containing 690 acres, more or less
 All of Section 35, containing 698 acres, more or less – Chevron Mineral Fee Tract*
 All of Section 36, containing 692 acres, more or less
 All of Section 37, containing 692 acres, more or less – Chevron Mineral Fee Tract*
 All, less Ranch Road 652 of Section 38, containing 692.69 acres, more or less
 Ranch Road 652 in Section 38, containing 5.91 acres, more or less
 All of Section 39, containing 690 acres, more or less – Chevron Mineral Fee Tract*
 All, less Ranch Road 652 of Section 40, containing 688.87 acres, more or less
 Ranch Road 652 in Section 40, containing 3.13 acres, more or less
 All of Section 41, containing 693 acres, more or less – Chevron Mineral Fee Tract*
 All of Section 42, containing 684 acres, more or less
 All of Section 43, containing 690 acres, more or less – Chevron Mineral Fee Tract*
 All of Section 44, containing 699 acres, more or less
 All of Section 45, containing 698 acres, more or less – Chevron Mineral Fee Tract*
 All of Section 46, containing 696.6 acres, more or less
 All of Section 47, containing 704 acres, more or less – Chevron Mineral Fee Tract*
 All, less Ranch Road 652 of Section 48, containing 681.77 acres, more or less
 Ranch Road 652 in Section 48, containing 16.23 acres, more or less

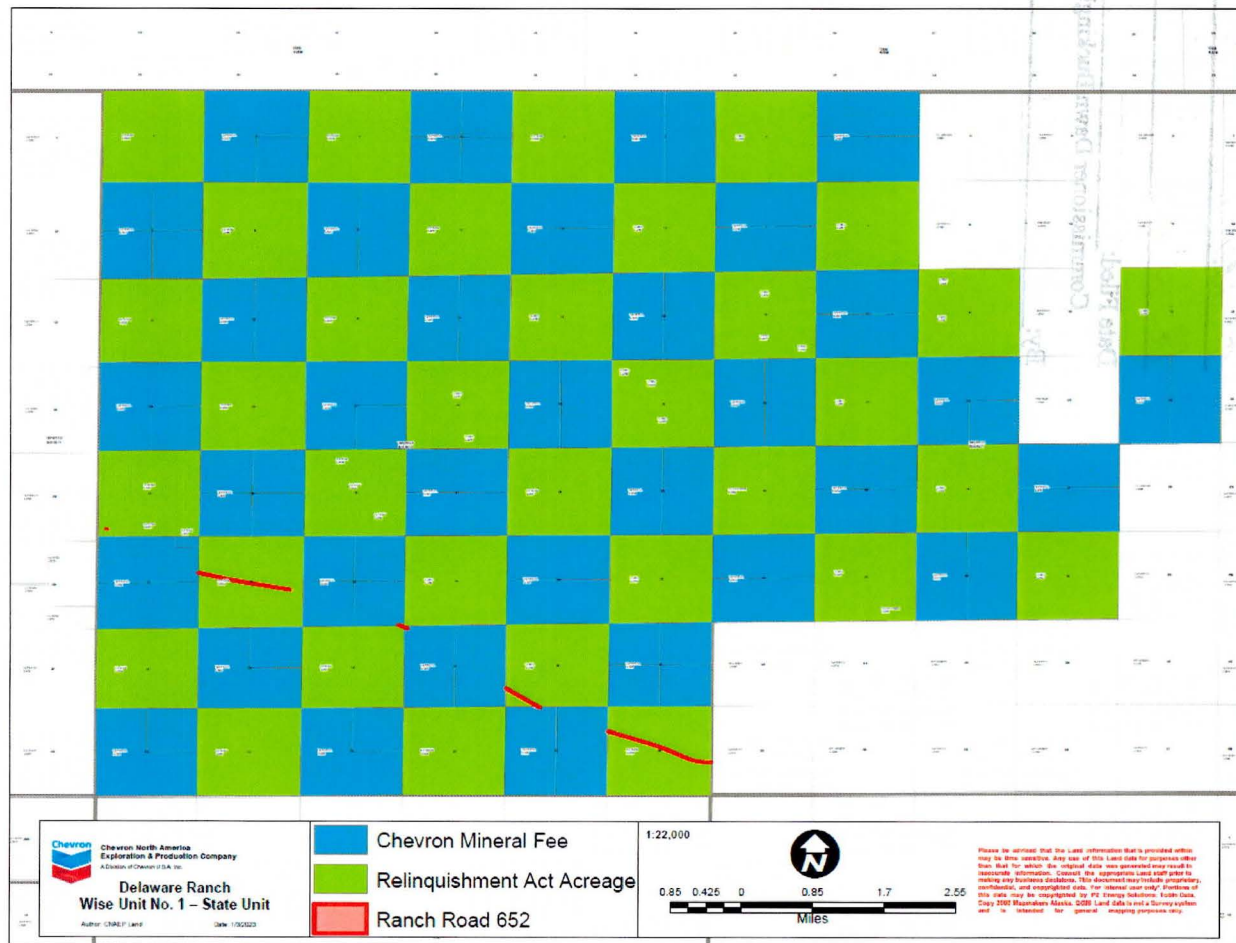
*Non-Participating Royalty Interest of 2.8883% owned by Wise Asset No. 10



Exhibit "C"

Attached to and made a part of that certain Fourth Amendment of Pooling Agreement for the Delaware Ranch – Wise State Unit #1, Culberson County, Texas

PLAT OF THE UNIT AREA



13.

File No. MF121030

4th Amendment Pooling Agmt County

DR-Wise State Unit #1 GLO Unit #12916

Date Filed: 1-8-2024

Commissioner Dawn Buckingham, M.D.

By: CRB

