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Archives and Records

MF065359

8711

PSA#00700

iNvt14536

iNvt14537

iNvt14538

PSA#00729

Lease Type
RAL

Control
07-108925

Basefile
090102

County
REEVES

Survey

T & P Ry Co

Block

57

Block Name

Township

2-S

Section/Tract

24

Land Part

PT

Acres

Net: 320.000000 Gross: 320.000000

Depth Below

Depth Above

Depth Other

0

11,712'

~~Allow All~~
~~Depths~~

Name

CALDWELL G & JEANNETTE

Leasing: DM

Maps: JK

GIS: VH

Scanlab: _____

Lease Date

10/15/1970

Primary Term

5 years

Bonus

\$2,400.00

Lease Royalty

0.07812500

Paid Up

NA

PHILLIPS PETROLEUM CO

F2737/5

M
F
0
6
5
3
5
9

RELINQUISHMENT ACT LEASE

5
195

COUNTY: Reeves
TRACT : N/2 of Sec. 24, Blk. 57
PART : Tsp. 2, T&P Ry. Co.
ACRES : 320

LESSEE : Phillips Petroleum Co.
DATE : 10/15/70
TERM : Five years
BONUS : \$2,400.00
RENTAL: 160.00
FILE : 90102

07-10892-5

1. Lease	3/9/71	34. Ltr. to BTA Oil Producers	1-26-79AT
2. Ltr. from Phillips Petr.	2/15/71	35. Ltr. fr. BTA Oil Producers	2-14-79AT
3. Ltr. to Phillips Petr.	3/9/71	36. Ltr. fr. Coquina Oil Corp	3-8-79AT
4. RENTAL PAYMENT	9/9/71	37. Ltr. to BTA Oil Prod.	7-6-79
5. RENTAL PAYMENT	9-9-72	38. Rental Payment	9-15-79
6. RENTAL PAYMENT	9-11-73	39. Ltr. to BTA Oil	7-31-80
7. Rental Payment	9-7-74	40. Rental Payment	9-6-80
8. Ltr. to Phillips Petr.	11-20-75	41. Ltr. to BTA Oil	9-11-80
9. Rental Payment	10-3-75	42. Ltr. to BTA Oil	6-3-81
10. Ltr. from Phillips	11-24-75	43. Ltr. to BTA Oil	6-5-81
11. Telephone Memo	11-24-75	44. Ltr. fr. BTA	6-10-81
12. APPLICATION TO DRILL WELL # 1	2/26/76 MHA	45. Ltr. to BTA	6-17-81
13. DIVISION ORDER	5-14-76	46. Rental Payment	9-3-81
14. Mineral Accting memo	6/3/76 LAB	47. Rental Payment	9-3-82
15. Phone Memo	6-3-76 LG	48. Ltr. to BTA Oil Prod.	7-27-83
16. Ltr. fr. Dixon-Conner	6-3-76	49. RENTAL PAYMENT	9-6-83
17. Assignment	5-8-76	50. Rental Payment	9-5-84
18. Assignment	5-8-76	51. Rental Payment	8-31-85
19. Assignment	5-8-76	52. D.O.	4-3-87
20. Ltr. fr. Dixon-Conner Oil Co.	5-5-76	53. Division Order	OCT 14 1994
21. Ltr. to Dixon-Conner Oil Co.	8-16-76	54. 9498-062	3-9-98 MC
22. Rental Payment	10-4-76	55. D.O.	11-4-98
23. DIVISION ORDER	1-31-77	56. See MF 013658 # 68 for	
24. Ltr. to Dixon-Conner Oil Co.	2-1-77	57. Assignment.	1/23/03
25. Ltr. to Dixon-Conner Oil Co.	3-1-77	58. Shut-in Royalty payment	10-1-15
26. Ltr. fr. Dixon-Conner Oil Co.	1-7-77	59. Request for shut in affidavit	10-26-15
27. Ltr. to Dixon-Conner Oil Co.	3-11-77	60. Shut in Royalty Affidavit	10-30-15
28. Lease Status Report	4/29/77	61. Request for more marketing gas	12-3-15
29. Rental Payment	9-17-77	62. Deep Gas production reports	11-29-15
30. APPLICATION TO DRILL WELL # 1-24 (A2)	12-12-77 MHA	63. Shallow oil prod. reports	9-29-15
31. APPLICATION TO DRILL WELL # 1	6/7/78	64. SIR Committee agenda/decision	12-18-15
32. COMP. REPORT WELL # 1	6/16/78	65. Ltr. approving shut in payment	12-21-15
33. Rental Payment	9-7-78	66. Cert of Fact 2016-12, WT	29 DEC 2015

Mann Rankin
CF 3-21-75

Mann Rankin
CF 6-3-76

Dixon-Conner Oil Co.
CF 6-4-76

✓

Contents of Mineral File Number: MF 065359

65. Permit & pictures of current property sent by surface owner	1/27/16	87 Assign #11304	Bpx (to) Anadarko	7/12/23
66. Cert of Fact	9/21/17	88. Recon Billing		7/13/23
67. Ltr. From BHP	10/19/17	89. Recon Billing		7/13/2023
68. Ltr. to BHP	10/16/17	scanned	A	7-14-2023
69. Pooling Agmt. Packet #8711		90 Recon Billing		8/3/2023
State Sky Hook 57-TZ-24 Unit	10/16/17	91 Recon Billing		8/3/2023
70. Ltr. From BHP	1/3/18	scanned	WM	8-8-2023
71. Recorded Sky Hook Unit #8711	1/3/18	92. Partial Release Letter		10/3/2024
72. Drilling Permit API 389-36681	6/14/18	93. corrected/amended assignment		
73. Drilling Permit API 389-36681 Unit 8711		# 11304		10-10-2024
6/22/18		94. PSA#00700		12-2-24
74. Division Order	5-20-19	95. Partial Release of OGL's		2/11/25
75. Reconciliation Billing	5/15/19	96. CC & PSA #00700		
Scanned	sm	10/11/2019	Scanned	WM
76. Water Royalty	12/18/2020	97. Recon Billing		6/17/2025
77. Water Royalty	12/18/2020	Scanned	sm	07/24/2025
78. Water Royalty	12/18/2020	98. iNut#4536		7/3/25
79. Water Royalty	12/18/2020	99. iNut#4537		
80. Water Royalty	12/18/2020	100. iNut#4538		
81. Water Royalty	12/18/2020	Scanned	sm	07/17/2025
82. Surface Damage Pmt	7-2-2021	101. PSA#00729		
83. Surface Damage Pmt	7-2-2021	Scanned	WM	8-19-2025
Scanned	sm	07/15/2021		
84. Dmg Pmt	9/15/21			
Scanned	WM	9/28/2021		
85. Recon Billing	11/28/2022			
86. Recon Billing	11/28/2022			
Scanned	WM	11-30-2022		

**Mineral Classified Land
Lease Consideration Comparison**

County

REEVES

Area

N. Reeves

Total N/2 Sec. 24 Bk 57 T-2 T&P

M. F.	Acres	Lease Date	Term	Bonus	B/Ac	Rental	Comparison
New	320	10-15-70	5 yrs.	4800. ⁰⁰	15. ⁰⁰	1. ⁰⁰	5/64ths
65117	640	9-24-70	5 yrs.	9600. ⁰⁰	15. ⁰⁰	1. ⁰⁰	Cont. NW 1/64
60117	320	9-7-66	5 yrs.	4800. ⁰⁰	15. ⁰⁰	1. ⁰⁰	2 mi. W. 1/16
61710	160	9-11-67	10 yrs.	5600. ⁰⁰	35. ⁰⁰	1. ⁰⁰	2 1/2 sec. 1/16
64804	640	8-31-70	5 yrs.	6400. ⁰⁰	10. ⁰⁰	1. ⁰⁰	3 mi. 55W. 1/16

90102 ✓

Remarks:

Consideration

Recommended

Not Recommended

gmh

OIL AND GAS LEASE

RECEIVED
MAR 3 1971
General Land Office

RECEIVED
FEB 18 1971
General Land Office

THIS AGREEMENT, made and entered into this 15th day of October, 1970,
by and between Guy Caldwell and Jeannette Caldwell, his wife; Agnes C. Beckham, a widow;
Mildred C. Touchstone and Claude T. Touchstone, her husband,
of 1314 Elmwood, Abilene, Texas 79601
(Give Permanent Address)
individually and as agent for the State of Texas, party of the first part, herein referred to as the owner of the soil (whether one
or more) and Phillips Petroleum Company
of P. O. Box 791, Midland, Texas 79701
(Give Permanent Address)
party of the second part, hereinafter called Lessee

WITNESSETH: That the owner of the soil in the capacities aforesaid, for and in consideration of \$2,400.00
Two Thousand Four Hundred and No/100 -----
Dollars, cash in hand paid, as his individual property and estate, receipt of which is hereby acknowledged, (SEE NOTE BELOW)
and a like amount paid to the STATE OF TEXAS, and of the covenants and agreements hereinafter contained on the part of the
Lessee to be paid, kept and performed have this day granted, demised, leased and
let, and by these presents do grant, demise, lease and let unto
the said Lessee, for the sole and only purpose of prospecting and drilling for and producing oil and gas, laying pipe lines,
building tanks, storing oil and building power stations, telephone lines and other structures thereon, to produce, save, take
care of, treat and transport said products of the lease, the following lands situated in Reeves County,
State of Texas, to-wit:

North Half (N/2) of Section 24, Block 57, Twp. 2, T & P
Ry. Co. Survey,

containing 320.0 acres, more or less.

Subject to the other provisions herein contained, this lease shall remain in force for a term of five years from this date,
(herein called primary term) and as long thereafter as oil and gas, or either of them, is produced in paying quantities from
the land hereby leased.

In consideration of the premises the said Lessee covenants and agrees:

1. To pay to the Commissioner of the General Land Office of the State of Texas, at Austin, Texas, the value of 5/64
of the gross production of oil and gas produced from said
leased premises free of cost to the State, as required by Article 5368 of the Revised Civil Statutes of Texas, 1925.

2. To deliver to the credit of the owner of the soil, free of cost, in the tanks or pipe lines to which wells may be connected an
additional equal 5/64 part of all oil and gas produced and saved from said leased premises or at the option of
owner of the soil 5/64 of the value of all oil and gas produced and saved
from said leased premises.

3. If no well be commenced on said land, hereby leased, on or before the 15th day of October, 1971,
this lease shall terminate as to both parties, unless the Lessee on or before that date shall pay or tender to the owner of the
soil or to his credit in the Citizens National Bank, at Abilene, Texas 79601
or its successors, which shall continue as the depository regardless of changes in the ownership of said land, the sum of

50¢ per acre and in addition shall pay to the COMMISSIONER OF THE GENERAL LAND OFFICE OF
THE STATE OF TEXAS, AT AUSTIN, TEXAS, A LIKE SUM on or before said date; which shall operate as a rental and cover the
privilege of deferring the commencement of a well for twelve (12) months from said date. In like manner and upon like payments
or tenders the commencement of a well may be further deferred for like periods of the same number of months successively.

4. All payments or tenders of rental to the owner of the soil may be made by check or draft of Lessee, or any assignee hereof
and delivered on or before the rental paying date. If said bank (or any successor bank) should cease to exist, suspend business,
liquidate, fail or be succeeded by another bank, or for any reason fail or refuse to accept rental, Lessee shall not be held in default
for failure to make such payments or tender of rental until thirty (30) days after the owner of the soil shall deliver to Lessee a
proper recordable instrument naming another bank as agent to receive such payments or tenders.

5. If at the expiration of the primary term of this lease neither oil nor gas is being produced on the leased premises, but Lessee is then engaged in operation for drilling for oil or gas, then this lease shall continue in force so long as operations for drilling are being continuously prosecuted in good faith on the leased premises; and operations for drilling shall be considered to be continuously prosecuted in good faith if not more than ninety (90) days shall elapse between the completion or abandonment of one well and the beginning of operations for the drilling of a subsequent well. If oil and/or gas shall be discovered and produced from any such well or wells drilled at or after the expiration of the primary term of this lease, this lease shall continue in force so long as oil and/or gas shall be produced in paying quantities from the leased premises.

6. The Lessee shall adequately protect the oil and gas under the above described land from drainage from the adjacent lands or leases. Neither the bonus, delay rentals, nor royalties paid or to be paid hereunder shall relieve Lessee from the obligations herein expressed, and for such purpose Lessee shall be required to drill as many wells as the facts may justify and to the depth or depths necessary for effective protection against undue drainage by other wells on adjacent lands or leases.

7. Should the first well or subsequent successive wells drilled on the above described land be a dry hole or dry holes, this lease shall terminate as to both parties, unless, on or before the rental paying date next ensuing after sixty days from the date of completion of such dry hole, the Lessee commences the drilling of another well or resumes payment of annual delay rental in the same manner as provided in Paragraph Numbered Three of this lease; and it is further provided that a sworn log of any such dry hole drilled to completion shall be filed in the General Land Office forthwith after such completion and no later than the rental paying date next ensuing after the date of such completion.

8. However, it is understood and agreed that notwithstanding the fact that development may be in progress or production secured and royalty being paid hereunder the owner or operator of the leased premises shall continue to make annual rental payments to the State which, under such conditions and in the absence of any rentals being paid to the land owner, shall be the minimum of ten cents (10¢) per acre as provided by said Article 5368.

9. Should Lessee be prevented from complying with any express or implied covenant of this lease, from conducting drilling operations thereon, or from producing oil or gas therefrom, after effort made in good faith, by reason of war, rebellion, riots, strikes, acts of God, or any valid order, rule or regulation of government authority, then while so prevented, Lessee's obligation to comply with such covenant shall be suspended and Lessee shall not be liable for damages for failure to comply therewith; and this lease shall be extended while and so long as Lessee is prevented, by any such cause, from drilling, reworking operations or producing oil or gas from the leased premises; provided, however, that nothing herein shall be construed to suspend the payment of delay rentals in order to maintain this lease in effect during the primary or extended term in the absence of such drilling or reworking operations or production of oil or gas.

10. If the owner of the soil owns a less interest in the above described land than the entire and undivided surface estate therein, then the royalty and the rentals herein provided to be paid to owner of the soil shall be paid to him only in the proportion which his interest bears to the whole and undivided surface estate. If this lease be executed by the owner of an undivided interest in the entire surface estate, and should production be secured while an undivided interest only in the above described land is covered by lease, the royalty to be paid to the State under this lease shall be at the royalty rate specified in Paragraph Numbered One hereof of the interest covered by this lease plus the value of the whole production allocable to all of the undivided interest not covered by lease, less the proportionate development and production costs allocable to such undivided interest, but in no event shall the State receive as royalty on the gross production allocable to the undivided interest not leased an amount less than the value of 1/16 of such gross production.

11. Lessee shall have the right to use, free of cost, gas, oil and water produced on said land for all operations thereon, except water from wells or tanks of the owner of the soil and with the exception that the State must be paid its above specified royalty on production of oil and/or gas regardless of how used or disposed of.

12. When requested by the owner of the soil, Lessee shall bury his pipe lines below plow depth.

13. No well shall be drilled nearer than 200 feet to the house or barn now on said premises without the written consent of the owner of the soil.

14. Lessee shall have the exclusive right to build, operate and maintain pits, reservoirs, pickup stations and plants for the purpose of picking up and conserving waste oil that flows down the creeks, ravines and across the land embraced in the lease, whether said oil is produced from said land covered by this lease or other lands, provided the royalties herein specified are paid on said oil at the same rate under the same conditions provided for oil regularly produced.

15. Lessee shall pay damages caused by his operations to growing crops on said land.

16. The Lessee shall have the right to remove all machinery and fixtures placed on said premises, including the right to draw and remove the casing, provided however that the casing shall not be drawn and removed until after thirty (30) days written notice to the Commissioner of the General Land Office and to the owner of the soil.

17. If the estate of either party hereto is assigned, and the privilege of assigning in whole or in part is expressly allowed, the covenants hereof shall extend to their heirs, executors, administrators, successors, or assigns, but no change in the ownership of the land or assignments of rentals or royalties shall be binding on the Lessee until after the Lessee has been furnished with a written transfer or assignment or true copy thereof; and it is hereby agreed in the event this lease shall be assigned as to a part or as to parts of the described lands and the assignee or assignees of such part or parts shall fail or make default in the payment of the proportionate part of the rentals due from him or them, such default shall not operate to defeat or affect this lease insofar as it covers the part or parts of said lands upon which the said Lessee or any assignee thereof shall make due payment of said rentals, unless the assignor or assignee shall fail to file a certified copy of such assignment in the General Land Office prior to the next rental paying date, in which event the entire lease shall terminate for failure to pay the entire rental due as provided in Paragraph Numbered Three hereof.

18. Lessee may, at any time, and from time to time, execute and deliver to the owner of the soil or place of record, a release or releases covering any portion or portions of the above described premises, and thereby surrender this lease as to such portion or portions, and be relieved of all subsequent obligations as to acreage surrendered. In the event any part of this lease is surrendered, as above provided, the delay rental then payable hereunder shall thereupon be reduced in the proportion that the acreage surrendered bears to the acreage which was covered by this lease immediately prior to such surrender, provided such release shall not thereby relieve the Lessee of any liabilities which may have accrued in connection with the lease prior to the surrender of such acreage.

19. Provided further that in the event all or any part of this lease is assigned or released such assignment or release shall be recorded in the county where the land is situated and a copy of such recorded instrument, certified by the County Clerk, shall be filed in the GENERAL LAND OFFICE accompanied by filing fee of three dollars (\$3.00) thereon.

20. It is further recognized that before this lease is effective a certified copy thereof shall be filed in the General Land Office in accordance with House Bill No. 9, Act approved June 19, 1939, which is construed as meaning certified copy made by the County Clerk from his records, and that leases shall not be binding upon the State unless they recite the actual and true consideration paid or promised therefor, and such leases shall be accompanied by filing fee of five dollars (\$5.00).

21. It is further agreed that the bonus due the State hereunder shall accompany such certified copy to the General Land Office.

22. The owner of the soil hereby warrants and agrees to defend the title to the lands herein described, and agrees that the Lessee shall have the right at any time to redeem for the owner of the soil by payments, any mortgage, taxes or other liens on the above described lands, in the event of default of payment by the owner of the soil, and be subrogated to the rights of the holder thereof, to the extent that Lessee may apply any rental or royalty due the owner of the soil from Lessee until any obligation thus incurred by the owner of the soil is discharged.

23. This lease is issued under provisions of Subdivision 3, Chapter 4, Title 86, of the Revised Statutes of the State of Texas, 1925, and amendments thereto, commonly known as the Relinquishment Act, and should there be any provisions herein not in conformity with said Act, the law is recognized and understood to prevail notwithstanding anything in this lease to the contrary.

24. In the event production of oil or gas on the leased premises after once obtained shall cease from any cause at the expiration of the primary term thereof or at any time or times thereafter, this lease shall not terminate if the Lessee commences additional drilling or reworking operations within sixty (60) days thereafter, and the lease shall remain in full force and effect so long as such operations continue in good faith and in workmanlike manner without interruptions totaling more than sixty (60) days during any one such operation; and if such drilling or reworking operations result in the production of oil or gas, the lease shall remain in full force and effect so long as oil or gas is produced therefrom in paying quantities or payment of shut-in gas well royalties or compensatory royalties is made as hereafter provided or as provided elsewhere in the statutes of the State of Texas.

PARAGRAPH 25 IS OPTIONAL AND MAY BE DELETED.

25. If, at the expiration of the primary term or at any time thereafter, there is located on the leased premises a well or wells capable of producing gas in paying quantities and such gas is not otherwise produced for lack of a suitable market and this lease is not otherwise being maintained in force and effect, the Lessee may pay as royalty a sum of money equal to double the annual rental provided for in this lease but in no event to be less than \$1,200.00 per annum for each well capable of producing gas in paying quantities; such payment shall be made prior to the expiration of the primary term of this lease or if the primary term has expired within sixty (60) days after the Lessee shuts in such well or ceases to produce gas therefrom or within sixty (60) days after this lease ceases to be otherwise maintained in force and effect; and if such payment is made, this lease shall be considered to be a producing lease and such shut-in gas well royalty payment shall extend the term of this lease for a period of one (1) year from the end of the primary term or, if after the primary term, from the first day of the month next succeeding the month in which such well was shut in or production ceased or this lease ceased to be otherwise maintained in force and effect; and there-

after, if no suitable market for such gas exists, the Lessee may extend this lease for four (4) additional and successive periods of one (1) year each by the payment of a like sum of money each year as above provided, on or before the expiration of the extended term. Provided, however, that if, while this lease is being maintained in force and effect by payment of such shut-in gas well royalty, gas should be sold and delivered in paying quantities from a well situated within 1,000 feet of the leased premises and completed in the same producing reservoir, or in any case where drainage is occurring, the right to further extend this lease by such shut-in gas well royalty payments shall cease and this lease shall remain in force and effect for the remainder of the current one-year period for which the shut-in gas well royalty has been paid and for an additional period not to exceed five (5) years from the expiration of the primary term by payment by the Lessee of compensatory royalty at the royalty rate provided for herein, of the value at the well of production from the well completed in the same producing reservoir from which gas is being sold and delivered and which is situated within 1,000 feet of or draining the leased premises on which such shut-in gas well is situated, such compensatory royalty to be paid monthly to the Commissioner of the General Land Office beginning on or before the 20th day of the month next succeeding the month in which such gas is sold and delivered from the well situated within 1,000 feet of or draining the leased premises and completed in the same producing reservoir, provided further that in the event such compensatory royalties paid in any twelve-month period are in an amount less than the annual shut-in gas well royalties provided for herein, Lessee shall pay an additional sum of money equal to the difference between such compensatory royalties paid and such shut-in gas well royalties within thirty (30) days from the end of such twelve-month period; provided further that nothing herein shall relieve the Lessee of the obligation of reasonable development, nor of the obligation to drill offset wells as required by law.

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

Guy Caldwell

SS# [REDACTED]

Agnes C. Beckham

SS# [REDACTED]

Mildred C. Touchstone

SS# [REDACTED]

[Signature]
Individually and as agent for the State of Texas

[Signature]
Individually and as agent for the State of Texas

[Signature]
Individually and as agent for the State of Texas

[Signature]
Individually and as agent for the State of Texas

DOUBLE ACKNOWLEDGEMENT

STATE OF Texas
COUNTY OF Tarrant

Before me, the undersigned authority, on this day personally appeared Claude T. Touchstone

and Mildred C. Touchstone his wife,

both known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they executed the same for the purposes and consideration therein expressed, and in the capacity therein stated, and the aforesaid wife, having been examined by me privily and apart from her husband, and having the same fully explained to her, acknowledged said instrument to be her act and deed, and declared that she had willingly signed the same for the purposes and consideration therein expressed, and that she did not wish to retract it.

Given under my hand and seal of office, this the 22nd day of January, A. D. 19 71

I, THE NOTARY PUBLIC, TAKING THIS ACKNOWLEDGMENT

CERTIFY THAT I AM NOT A STOCKHOLDER IN THE

OFFICE OF PHILLIPS PETROLEUM COMPANY.

G. THOMPSON

[Signature]
Notary Public in and for

Tarrant County, Texas

SINGLE ACKNOWLEDGEMENT

STATE OF Texas
COUNTY OF Taylor

Before me, the undersigned authority, on this day personally appeared Guy Caldwell and his wife, Jeannette

Caldwell; and Agnes C. Beckham, a widow known to me to be the person whose names are subscribed to the fore-

going instrument, and acknowledged to me that they executed the same for the purposes and consideration therein expressed and in the capacity therein stated.

Given under my hand and seal of office, this the 19th day of January, A. D. 19 71

I, THE NOTARY PUBLIC, TAKING THIS ACKNOWLEDGMENT

CERTIFY THAT I AM NOT A STOCKHOLDER IN THE

OFFICE OF PHILLIPS PETROLEUM COMPANY.

[Signature]
Notary Public in and for

Taylor County, Texas

SINGLE ACKNOWLEDGEMENT

STATE OF
COUNTY OF

Before me, the undersigned authority, on this day personally appeared _____

known to me to be the person whose name _____ subscribed to the fore-

going instrument, and acknowledged to me that _____ executed the same for the purposes and consideration therein expressed and in the capacity therein stated.

Given under my hand and seal of office, this the _____ day of _____, A. D. 19 _____

Notary Public in and for

County, _____

Filed for record on the 1st day of February, A.D. 1971 at 9:00 A.M.
Duly recorded on the 4th day of February, A.D. 1971 at 9:00 A.M.

By /s/ Billie Jo Freeman, Deputy.

ESTELLE CLINTON, County Clerk,
Reeves County, Texas.

THE STATE OF TEXAS §
COUNTY OF REEVES §

I, ESTELLE CLINTON, Clerk of the County Court of Reeves County, Texas, do hereby certify that the foregoing instrument is a true and correct copy of the OIL AND GAS LEASE FROM GUY CALDWELL, ET AL TO PHILLIPS PETROLEUM CO., as the same appears of record in my Office in Vol. 301, Page 110 of the O&GL Records of Reeves County, Texas.

Witness my Hand and Seal of the County Court of said County at my Office in Pecos, Texas this the 9th day of February, A.D. 1971.

By Billie Jo Freeman DEPUTY

ESTELLE CLINTON, County Clerk,
Reeves County, Texas.

GENERAL LAND OFFICE

GENERAL LAND OFFICE

RECEIVED AS STATED
5.00
DATE 3-9-71
Reg. No. FF-293

RECEIVED AS STATED
2,400.00
DATE 3-3-71
Reg. No. 47747

65359
Lease
File Dated 3-9-71
Bob Armstrong, Commissioner

11



PHILLIPS PETROLEUM COMPANY

ODESSA, TEXAS 79760
PHILLIPS BUILDING, FOURTH & WASHINGTON

EXPLORATION & PRODUCTION DEPARTMENT

February 15, 1971

Honorable Bob Armstrong, Commissioner
of the General Land Office
General Land Office
Austin, Texas 78701

Re: G41-2464 - N/2 Section 24, Block
57, T-2, T&P Ry. Co. Survey,
Reeves County, Texas

Dear Sir:

Enclosed herewith is Phillips Petroleum Company's draft in the amount of \$2,400.00 as the State of Texas' share of the bonus consideration for oil and gas lease dated October 15, 1970, executed by Guy Caldwell, and wife, Jeanette; Agnes C. Beckham, and Mildred C. Touchstone and husband, Claude T. Touchstone. We further enclose copy of said lease which has been certified by the county clerk of Reeves County, Texas.

Unless we hear from your office to the contrary, we shall expect to receive notice of your approval of the enclosed lease in due course of business.

Very truly yours,

S. A. Rever
S. A. Rever
Land Section

RECEIVED

MAR 3 1971

General Land Office

SAR:jhd
Enclosures

Dr. 2,400.00

~~45253~~

47747

RECEIVED

FEB 18 1971

General Land Office

*OK to file 6am
3.3.71
yjs*

2.

M. F. 65359

CORRESPONDENCE FILE

~~From~~ Phillips Petr.

Dated 2-15-71

March 9, 1971

Phillips Petroleum Company
Phillips Building
Fourth and Washington
Odessa, Texas 79760

Attention: Mr. S. A. Rever

Re: M-65359
N/2 of Sec. 24,
Blk. 57, Tsp. 2,
T&P Ry. Co.
Reeves County, Texas

Gentlemen:

The certified copy of Oil and Gas Lease, affecting the captioned tract, has been filed in our records under M-65359 to which mineral file number you should refer in any future correspondence concerning this lease.

Your remittance in the amount of \$2,400.00 has been applied as the State's portion of the cash bonus due on the lease and a receipt for this amount is enclosed herewith. We have charged your Account No. 16 with \$5.00 to cover the filing fee due on the lease. Our Invoice No. FF-293, showing this charge, is also enclosed.

Sincerely yours,

Bob Armstrong

By: Lanvil Gilbert,
Attorney

LG/tmb

Enclosures

3.

M. F. 65359

CORRESPONDENCE FILE

To

Phillips Petr.

~~From~~

Dated 3-9-71

DETACH THIS STUB & RETAIN FOR YOUR FILES

LEASE NUMBER	L I N E	TYPE OF LEASE	DISTRICT	C O U N T Y	STATE CODE	S T A T E	RENTAL PERIOD			
							NO. OF MONTHS	BEGINNING MONTH	DAY	YEAR
G135871	H	413	41	REEVES	13	TEXAS	12	10	15	71

DESCRIPTION: NORTH HALF OF SECTION 24, BLOCK 57, T-2,
T+P RY. CO. SURVEY.
STATE LEASE NO. M-65359

KEEP THIS RECEIPT FOR YOUR
RECORDS AND/OR FOR TAX
PURPOSES. DUPLICATE COPIES
NOT AVAILABLE. WHEN MAKING
INQUIRIES PLEASE REFER TO
LEASE NUMBER.

DEPOSIT TO THE CREDIT OF	AMOUNT	PAYMENT MADE FOR	INTEREST	AMOUNT
DIRECT	160.00	PHILLIPS PET CO	100.0000000	160.00
<i>Phillips Petroleum Co.</i> <i>Bartlesville, Oklahoma</i>		<i>74003 12</i>	RECEIVED	1222
			SEP 9 1971	
			General Land Office	
TOTAL	160.00	TOTALS	100.0000000	160.00

M. J.

65859

Rental Payment

Filed 9/9/71
BOB ARMSTRONG, COMMISSIONER

Clerk

DETACH THIS STUB & RETAIN FOR YOUR FILES

LEASE NUMBER				L I N E	TYPE OF LEASE	DISTRICT	C O U N T Y	STATE CODE	S T A T E	RENTAL PERIOD			
										NO. OF MONTHS	MONTH	DAY	YEAR
G	135871			H	413	41	REEVES	13	TEXAS	12	10	15	72

DESCRIPTION:

NORTH HALF OF SECTION 24, BLOCK 57, T-2,
T&P RY. CO. SURVEY.
STATE LEASE NO. M-65359

KEEP THIS RECEIPT FOR YOUR
RECORDS AND/OR FOR TAX
PURPOSES. DUPLICATE COPIES
NOT AVAILABLE. WHEN MAKING
INQUIRIES PLEASE REFER TO
LEASE NUMBER.

DEPOSIT TO THE CREDIT OF	AMOUNT	PAYMENT MADE FOR	INTEREST	AMOUNT
DIRECT	160.00	PHILLIPS PET CO ✓ <i>Bartlesville, Okla. ✓</i>	100.0000000	160.00
			RECEIVED	
			1209 SEP 9 1972	
			General Ledger Office	
TOTAL	160.00	TOTALS	100.0000000	160.00

⑤ M.F. 65859

Rental Pay

Filed 9-9 1972

BOB ARMSTRONG, Commissioner

78
Clerk

DETACH THIS STUB & RETAIN FOR YOUR FILES

LEASE NUMBER			L I N E	TYPE OF LEASE	DISTRICT	C O U N T Y	STATE CODE	S T A T E	RENTAL PERIOD			
									NO. OF MONTHS	BEGINNING MONTH	DAY	YEAR
G135871			H	413	41	REEVES	13	TEXAS	12	10	15	73

DESCRIPTION:

NORTH HALF OF SECTION 24, BLOCK 57, T-2,
T&P RY. CO. SURVEY.
STATE LEASE NO. M-65359

KEEP THIS RECEIPT FOR YOUR
RECORDS AND/OR FOR TAX
PURPOSES. DUPLICATE COPIES
NOT AVAILABLE. WHEN MAKING
INQUIRIES PLEASE REFER TO
LEASE NUMBER.

DEPOSIT TO THE CREDIT OF	AMOUNT	PAYMENT MADE FOR	INTEREST	AMOUNT
DIRECT	160.00	PHILLIPS PET CO ✓	100.0000000	160.00
RECEIVED SEP 11 1973 General Land Office		Bartlesville okla ✓		
		12		1158
TOTAL	160.00	TOTALS	100.0000000	160.00

⑥ M.F. 65859

Rental Payment

Filed 9-11 19 73
BOB ARMSTRONG, COMMISSIONER

MB
Clerk

DETACH THIS STUB & RETAIN FOR YOUR FILES

LEASE NUMBER			LINE	TYPE OF LEASE	DISTRICT	COUNTY	STATE CODE	STATE	RENTAL PERIOD				
		NO. OF MONTHS							BEGINNING MONTH	DAY	YEAR		
G135871				H	413	41	REEVES	13	TEXAS	12	10	15	74

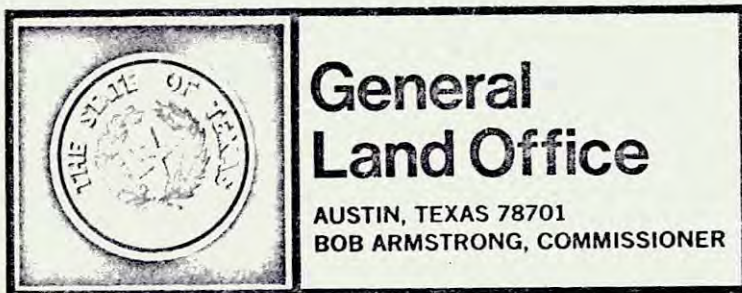
DESCRIPTION:

NORTH HALF OF SECTION 24, BLOCK 57, T-2,
T&P RY. CO. SURVEY.
STATE LEASE NO. M-65359

KEEP THIS RECEIPT FOR YOUR
RECORDS AND/OR FOR TAX
PURPOSES. DUPLICATE COPIES
NOT AVAILABLE. WHEN MAKING
INQUIRIES PLEASE REFER TO
LEASE NUMBER.

DEPOSIT TO THE CREDIT OF	AMOUNT	PAYMENT MADE FOR	INTEREST	AMOUNT
DIRECT	160.00	PHILLIPS PET CO ✓	100.0000000	160.00
		<i>Barthlessville</i> ✓		
		<i>121</i>		
	RECEIVED			773
	SEP 7 1974			
	General Land Office			
TOTAL	160.00	TOTALS	100.0000000	160.00

15 76 12 1



November 20, 1975

Phillips Petroleum Company
P. O. Box 791
Midland, Texas 79701

RE: State Lease M-65359
Phillips Lease No. G135871
N/2 Sec.24, Blk.57
Township 2, T & P Ry. Co. Survey
Reeves County, Texas

Gentlemen:

On October 3, 1975 we received your company remittance of \$32.00 as payment of the annual minimum statutory rental for the annual period beginning October 15, 1975.

The captioned lease would have expired October 15, 1975 in the absence of development. Please advise us of any facts which would authorize us to apply your rental rather than regard the lease as expired.

Very truly yours,

Bob Armstrong

BY: Lanvil Gilbert, Senior Attorney
Energy Resources
Phone: 512 475-6749

LG/rsm

8

65359

Phillips Petro

11-20-75 rsm

DETACH THIS STUB & RETAIN FOR YOUR FILES

LEASE NUMBER	LINE	TYPE OF LEASE	DISTRICT	COUNTY	STATE CODE	STATE	RENTAL PERIOD			
							NO. OF MONTHS	MONTH	DAY	YEAR
G 135871		G 413	41	Reeves	13	Texas	12	10	15	75

DESCRIPTION:

North Half of Sec. 24, Blk. 57, T-2,
T&P Ry Co Survey
State Lease No. M-65359

KEEP THIS RECEIPT FOR YOUR
RECORDS AND/OR FOR TAX
PURPOSES. DUPLICATE COPIES
NOT AVAILABLE. WHEN MAKING
INQUIRIES PLEASE REFER TO
LEASE NUMBER.

DEPOSIT TO THE CREDIT OF	AMOUNT	PAYMENT MADE FOR	INTEREST	AMOUNT
DIRECT RECEIVED OCT 3 1975 General Land Office <i>Sanvil advises Ob to clear - Letter to be sent regarding drilling / a/j</i>	\$32.00 <i>Map shows only location 11-19-75 / a/j</i>	<i>121</i> Phillips Pet Co <i>Bartlesville Okla</i>	100% <i>5825</i>	
TOTAL	\$32.00	TOTALS		

Q M-65359
Rental Payment
10-3-75



PHILLIPS PETROLEUM COMPANY

ODESSA, TEXAS 79761
PHILLIPS BUILDING

NATURAL RESOURCES GROUP
Exploration and Production

November 24, 1975

RECEIVED

NOV 26 1975

General Land Office

Mr. Bob Armstrong, Commissioner
The General Land Office
Austin, Texas 78701

Attention: Mr. Lanvil Gilbert

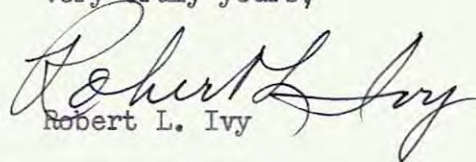
Re: State Lease M-65359
Phillips' Lease G-135871
N/2 Section 24, Block 57, T-2,
T&P Ry. Co. Survey
Reeves County, Texas

Gentlemen:

With reference to your letter of November 20, 1975, we farmed out the Delaware rights under the N/2 Section 24, Block 57, T-2, T&P Ry. Co. Survey, Reeves County, Texas, to Dixon & Conner Oil Company under an agreement to assign if production is established. They commenced a well located 2210' FNL and 330' FEL Section 24 on September 25, 1975. (*now 2400'*)

We will furnish your office with a copy of the assignment after it has been filed. Thank you for your kind attention.

Very truly yours,


Robert L. Ivy

RLI:cm

10

M. F. 65359
CORRESPONDENCE FILE

To
Phillips

From

Dated 11-24-75 rs or

Date 11-24-75

COMPANY Phillips Petroleum P. O. BOX _____

PERSON CALLING Mr. Ivy CITY Odessa

RE: State Lease M- 65359

Lease 1/2 Sec. 24 Rk 57

Field T-2 T+P Ry Co.

County Reeves

REMARKS:

Mr. Ivy called in re Lawil's letter of 11-20-75. He says there is a well being drilled on this lease (Dixon & Corner #1 Caudwell). Said he would send a letter to Lawil's attention with all this information.

Referred to Barbara Fry

Remarks:



Record of
Phone Memo
From: Phillips Petro.
11-24-75

RAILROAD COMMISSION OF TEXAS
OIL AND GAS DIVISION

AMENDED
To correct company and
lease names.

FORM W-1
(3-1-70)

API Well No. 42

APPLICATION FOR PERMIT TO DRILL, DEEPEN, OR PLUG BACK

Check one: ☒ DRILL ☐ DEEPEN ☐ PLUG BACK ☐ OTHER (Specify) _____

MAR 12 1976

1. Operator Dixon-Conner Oil Company	4. Lease Name Guy Caldwell	7. R.R.C. District 8
2. Address (including City and Zip Code) P. O. Box 332 Odessa, Texas 79760	5. Location (Sec., Blk., Survey) Sec. 24, Blk. 57, T-2, T & P Survey	8. County Reeves
3. Is Form P-5 (Organization Report) in Exact Operator Name Filed? YES ☒ NO ☐	6. This well is to be located <u>6</u> miles <u>Northwest</u> Direction from <u>Oria, Texas</u> Nearest Post Office or Town.	9. Well Number 1
		10. Number of Acres in Lease 320
		11. Distance from Proposed Location to Nearest Property or Lease Line (ft.) 330' from EL and 2210' from NL

EACH PROPOSED COMPLETION

12. FIELD NAME (Exactly as shown on R. R. C. Production Schedule including Reservoir if applicable.) If Wildcat, so state below.	13. Completion Depth	14. R.R.C. Lease or ID Number (if applicable)	15. Field Rule Spacing Pattern (Distance to Lease line & distance between wells. If no special rules indicate Rule 37.)	16. Field Rule Proportion Unit Pattern (Acres. If no special rules indicate Statewide Rule 38)	17. Number of Acres in Drilling Unit for this Well	18. Is this acreage presently assigned to another well in same field? (Yes or No. If yes, explain in remarks.)	19. Distance from proposed location to nearest drilling completed or applied for well in same reservoir on same lease (ft.)	20. Is this a Regular Location? (Yes or No)	21. Oil, Gas, or other Type Well (Specify)	22. Number of Wells or Permitted locations on this Lease in same Reservoir for which this Permit is Requested.
Olds (Delaware)	3,100'		330 990	40 ac	40 ac	No	First Well	Yes	Oil	0
RECEIVED MAR 5 1976 R.R.C. OF TEXAS										0

NOTICE
NO ALLOWABLE WILL BE ASSIGNED TO any well which does not have sufficient surface casing to protect all fresh water sands. Where Commission rules do not specify surface casing requirements, it will be necessary to contact Texas Water Development Board, Austin, Texas, to ascertain the depth to which fresh water sands must be protected.

REMARKS:

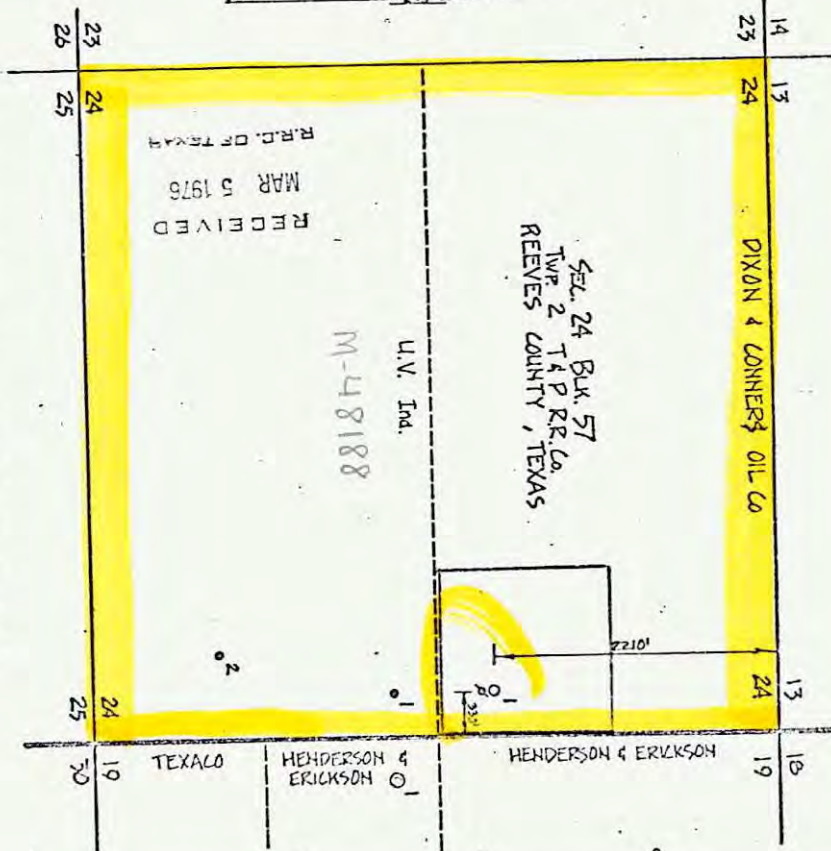
to Amend operator Name from
Dixon and Conner Oil Company
+ lease name from Guy Caldwell

CERTIFICATE
I declare under penalties prescribed in Article 6036c, N. C. S., that I am authorized to make this report, that this report was prepared by me or under my supervision and direction, and that data and facts stated therein are true, correct, and complete, to the best of my knowledge.

Signature Jack A. Conner
Title Partner
Date March 3, 1976
Telephone: Area Code 915 337-7801

- OVER -

Comp: 2/26/76 (PI)
1PP: 6 BOPD + 31 BW from OH: 2957-3040
GOR: 2800/1, Gr. 46
TD: 3050'



PLAT OF DIXON AND CONNER OIL CO.'S NO. 1 STATE, LOCATED 330' FROM THE EAST LINE & 2210' FROM THE NORTH LINE, IN SECTION 24, BLOCK 57, TWP. 2, T & P R.R. CO., REEVES COUNTY, TEXAS.
SCALE: 1" = 1000'
DATE: SEPT 10, 1975
The foregoing plat represents a survey as made by me on the ground, this date, according to law.

Charles H. Hentz
REGISTERED PUBLIC SURVEYOR



SCALE OF MAP



Griffiths PLAT SERVICE
P. O. DRAWER 1967, AUSTIN, TEXAS 78767

3-9-76

N.R.

REEVES DIST. 8
API. NO. 42 389 30360

OIL AND GAS DIVISION

4-65359

SPRS - APPLICATION FOR PERMIT TO DRILL, DEEPEN, OR PLUG BACK Check one: ☒ DRILL ☐ DEEPEN ☐ PLUG BACK ☐ OTHER (Specify) _____		7. RRC District 8 8. County Reeves
1. Operator Dixon & Conner Oil Company 2. Address (including City and Zip Code) P. O. Box 332 Odessa, Texas 79760	4. Lease Name Gus Caldwell 5. Location (Sec., Blk., Survey) Sec. 24, Blk. 57, T-2, T & P Survey 6. This well is to be located _____ 6 _____ miles Northeast Direction from _____ Orla, Texas _____ Nearest Post Office or Town, _____	9. Well Number 1 10. Number of Acres in Lease 320 11. Distance from Proposed Location to Nearest Property or Lease Line (ft.) 330' from EL and 2210' from NL
3. Is Form P-5 (Organization Report) in Exact Operator Name Filed? YES ☒ NO ☐		

[illegible]

NOTICE

NO ALLOWABLE WILL BE ASSIGNED TO any well which does not have sufficient surface casing to protect all fresh water sands. Where Commission rules do not specify surface casing requirements, it will be necessary to contact Texas Water Development Board, Austin, Texas, to ascertain the depth to which fresh water sands must be protected.

CERTIFICATE

I declare under penalties prescribed in Article 6036c, R. C. S., that I am authorized to make this report, that this report was prepared by me or under my supervision and direction, and that data and facts stated therein are true, correct, and complete, to the best of my knowledge.

REMARKS: _____

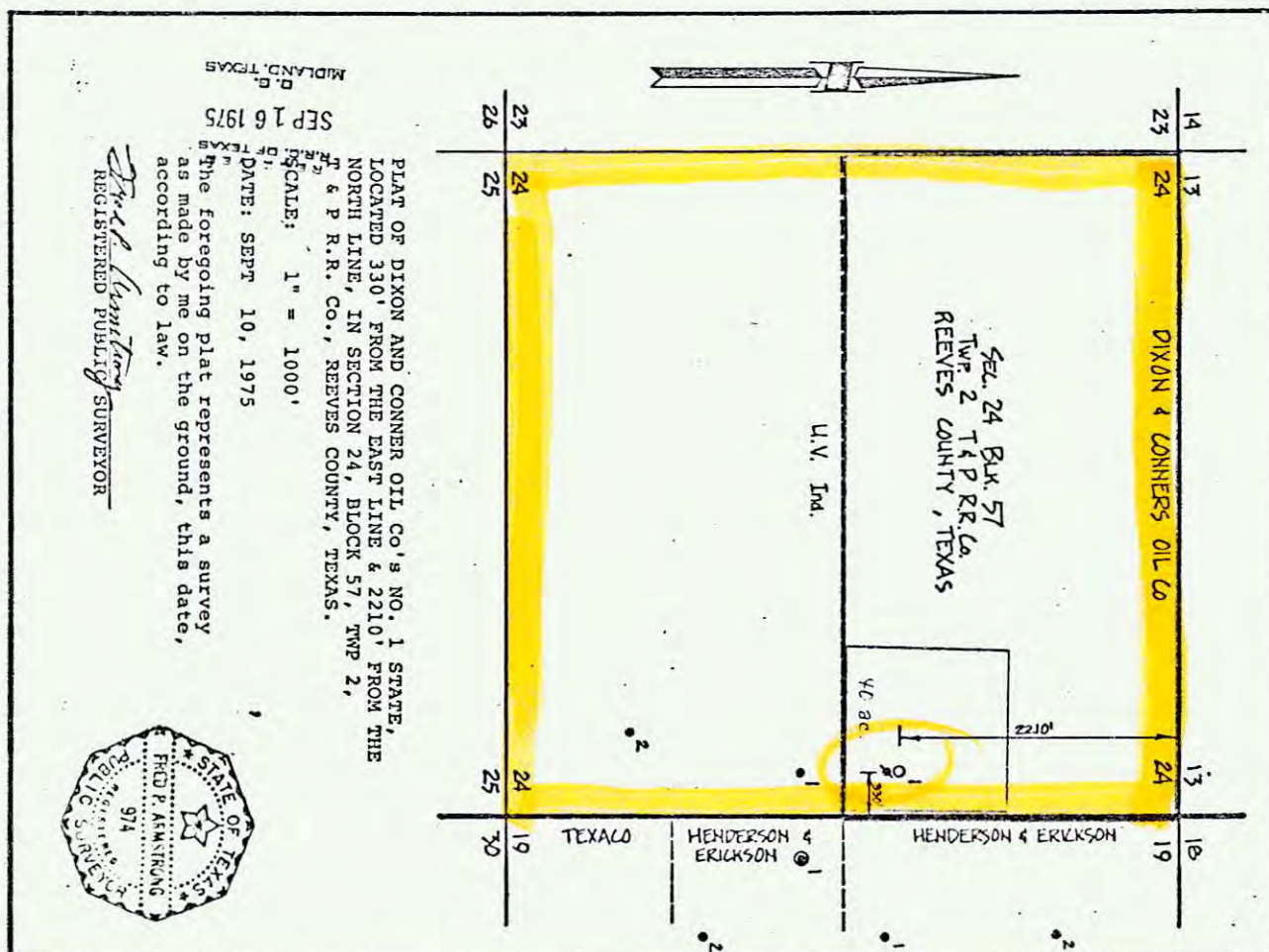
Signature R. G. Dixon R. G. Dixon

Title Partner

Date September 16, 1975

Telephone: Area Code 915 337-7801

- O V E R -



SCALE OF MAP

1 inch = 1,000 feet
1 inch = 2,000 feet
1 inch = 3,000 feet
1 inch = 4,000 feet
1 inch = 500 feet

N. Reeves

WELL STATUS REPORT

OPERATOR Dixon & Conner Oil Co.

STATE LEASE NO. M-65359 FEE R.A.L. Yes FREE ROYALTY

OFFSET, APPROX. FT. FROM STATE LEASE

LEASE Gus Caldwell WELL NO. 1

FIELD NAME Olds Delaware WILDCAT COUNTY Reeves

REPORT NO. 1 SPUD DATE 9-25-75 DRILLING DEPTH 1165 feet

COMPLETION DATE TOTAL DEPTH

PERFS 1ST COMPLETION: YES NO

POTENTIAL/TEST: OIL GAS D&A

REMARKS: They have the baler stuck in the hole at this depth today ?

BA/jmh/gs

2-25-75


INSPECTOR

DATE Oct 22, 1975

WELL STATUS REPORT

OPERATOR Dixon & Conner Oil Co.

STATE LEASE NO. M-65359 FEE R.A.L. Yes FREE ROYALTY

OFFSET, APPROX. FT. FROM STATE LEASE

LEASE Gus Caldwell WELL NO. 1

FIELD NAME Olds Delaware WILDCAT COUNTY Reeves

REPORT NO. 2 SPUD DATE 9-25-75 DRILLING DEPTH 2210 feet

COMPLETION DATE TOTAL DEPTH

PERFS 1ST COMPLETION: YES NO

POTENTIAL/TEST: OIL GAS D&A

REMARKS:

BA/jmh/gs

2-25-75


INSPECTOR

DATE Nov 12, 1975

WELL STATUS REPORT

OPERATOR Dixon & Conner Oil Co.

STATE LEASE NO. M-65359 FEE R.A.L. Yes FREE ROYALTY

OFFSET, APPROX. FT. FROM STATE LEASE

LEASE Gus Caldwell WELL NO. 1

FIELD NAME Olds Delaware WILDCAT COUNTY Reeves

REPORT NO. 3 SPUD DATE 9-25-75 DRILLING DEPTH 3032 feet

COMPLETION DATE TOTAL DEPTH

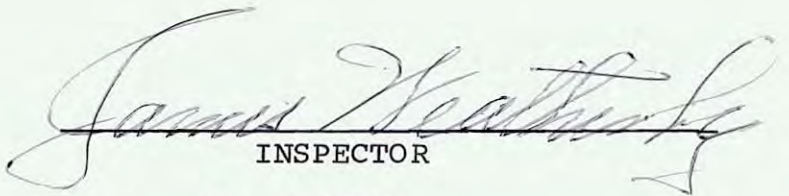
PERFS 1ST COMPLETION: YES NO

POTENTIAL/TEST: OIL GAS D&A

REMARKS: This location is making a small amount of gas and they were just drillin
ing in to what they think is the pay zone today ?

BA/jmh/gs

2-25-75


INSPECTOR

DATE Dec 2, 1975

(12)

M. F. 65359

APPLICATION TO DRILL

WELL #. 1

FILED 2-26 1976

BOB ARMSTRONG, COMMISSIONER

BY: MHL

DIXON - CONNER OIL COMPANY
P. O. Box 332
Odessa, Texas 79760
Phone: 915/337-7801

May 7, 1976

121
MAY 8 1976
General Land Office

TO: SEE DISTRIBUTION

Enclosed is division order prepared by The Permian Corporation covering Lease No. 354771 - Dixon-Conner Oil Company, Guy Caldwell #1, Reeves County, Texas. Please execute this according to instructions attached and return to The Permian Corporation at the address indicated on the Division Order. Be sure to include your correct mailing address on the Division Order.

Your prompt attention to this matter will be appreciated.

Very truly yours,

Leta Brown
for Jack A. Conner
Partner

JAC:lpb

Enclosure

Distribution:

Division Orders for Martha Jackson, Dorothy Jane Jackson and John Richard Jackson to:

Martha Jackson
P. O. Box 1079
Kermit, Texas 79745

Division Orders for Guy Caldwell and wife, Jeannette Caldwell; Agnes C. Beckham, a widow; Mildred C. Touchstone and husband, Claude T. Touchstone, to:

Mr. Lee Caldwell
Attorney at Law
818 Citizens National Bank Bldg.
Abilene, Texas 79601

Division Order to:

Commissioner of the General Land Office
State of Texas
Austin, Texas 78701

INSTRUCTIONS FOR EXECUTION OF DIVISION ORDERS

1. Division orders for corporations must be executed by an authorized officer, attested by the secretary and the corporate seal affixed thereto. A certified copy of authority of executing officer must be submitted if not previously furnished to our company.
2. Division orders for partnerships must be executed by all partners or by an authorized partner. If signed by an authorized partner, we must be furnished a certified copy of his authority if not previously furnished.
3. In states where required by law, all married women must be joined by their husbands in executing a division order. Any other woman executing must indicate after her name whether she is a "feme sole" or a "widow".
4. All signatures other than those for corporations must be witnessed by at least one person not related to the party signing.
5. Please sign your name as shown on the division order.
6. Please be sure that your correct mailing address is shown in order that you will be assured of receiving checks addressed to you.

Thank you.

THE PERMIAN CORPORATION

DIVISION ORDER

Lease No. 354771 May 4, 1976

TO THE PERMIAN CORPORATION, P. O. BOX 1183, HOUSTON, TEXAS 77001

The undersigned, and each of us, certify and guarantee that we are the legal owners of and hereby warrant the title to our respective interests as set out below in all oil produced from all wells on the _____

Dixon-Conner Oil Company - Guy Caldwell

farm or lease, located in Reeves County, State of Texas, more particularly described as follows:

SE/4 of NE/4 of Section 24, Block 57, Township 2,
T&P Ry. Co. Survey, situated in Reeves County,
Texas,

LIMITED to production from the surface down to but
not below a depth of 3155 feet below the surface
of the ground.

and commencing at 7 A.M., the _____ day of first runs, 19____, and until further written notice either from you or us you are authorized to receive oil therefrom, purchase it and pay for it as follows:

CREDIT TO	DIVISION OF INTEREST	POST OFFICE ADDRESS
<u>ROYALTY INTEREST</u>		
Commissioner of the General Land Office of the State of Texas	5/64 R.I. (.0781250)	
Guy Caldwell and wife, Jeannette Caldwell	5/192 R.I. (.0260416)	
Agnes C. Beckham, a widow	5/192 R.I. (.0260417)	
Mildred C. Touchstone and husband, Claude T. Touchstone	5/192 R.I. (.0260417)	
<u>OVERRIDING ROYALTY INTEREST</u>		
Martha Jackson	1/32 O.R.I. (.0312500)	
Dorothy Jane Jackson	1/32 O.R.I. (.0312500)	
John Richard Jackson	1/32 O.R.I. (.0312500)	
Phillips Petroleum Company	1/32 O.R.I. (.0312500)	
<u>WORKING INTEREST</u>		
Dixon and Conner Oil Co., consisting of R. G. Dixon and Jack A. Conner	23/32 W.I. (.7187500)	

MAKE SURE YOUR CORRECT MAILING ADDRESS IS SHOWN ABOVE

The following covenants are also parts of this division order and shall be binding on the undersigned, their heirs, devisees, successors, legal representatives and assigns.

FIRST: The oil received and purchased hereunder shall become your property as soon as the same is received into your custody, or that of any pipe line company or carrier designated by you, and the undersigned agree to look solely to you for payment of oil purchased hereunder and shall have no claim or recourse against any subsequent purchaser of said oil.

SECOND: The oil received and purchased hereunder shall be delivered F. O. B. to any pipeline or carrier designated by you which gathers and receives said oil, and you shall pay for such oil to the respective owners according to the division of interest above set forth at the same price per barrel received by the operator of the lease covered by this division order. The word "oil" used herein shall mean crude oil and condensate (or distillate) delivered hereunder.

THIRD: Quality and quantity shall be determined in accordance with the conditions specified in the purchase agreement with lease operator. The oil shall be steamed when necessary to make merchantable and you may refuse to receive any oil not considered merchantable by you.

FOURTH: Settlements and payments shall be made monthly by check mailed from your office to the respective parties at the addresses above given, for the amount of such purchase price due said parties, respectively, less any taxes required by the law to be deducted and paid by you as purchaser.

FIFTH: Abstracts and other evidence of title satisfactory to you will be furnished to you at any time on demand. In the event of failure to so furnish such evidence of title, or in the event of any dispute or question at any time concerning title to the above lands, or the oil produced therefrom, you may hold the proceeds of all oil received and run, without interest, until indemnity satisfactory to you has been furnished or until such dispute or question of title is corrected or removed to your satisfaction. And in the event any action or suit is filed in any Court affecting title either to the real property above described or to the oil produced therefrom in which any of the undersigned are parties, written notice of filing of such action shall immediately be furnished you by the undersigned, stating the Court in which the same is filed and the title of such action or suit, and you or any carrier transporting oil for your account shall be held harmless from any judgment rendered in such suit and all reasonable costs and expenses incurred in defending against said claim, whether in your defense or in the defense of the carrier transporting oil for your account, and the undersigned shall pay said judgment and said costs and expenses.

SIXTH: The undersigned severally shall notify you of any change of ownership, and no transfer of interest shall be binding upon you until a transfer order and the recorded instrument evidencing such transfer, or a certified copy thereof, shall be furnished to you. Transfers of interest shall be made effective not earlier than the first day of the calendar month in which notice is received by you. You are relieved hereby of any responsibility for determining if and when any of the interests hereinabove set forth shall or should revert to or be owned by other parties as a result of the completion or discharge of money or other payments from said interest and the signers hereof whose interests are affected by such money or other payments, if any, assume said responsibility and shall give you notice in writing by registered letter addressed to you at the above address, when any such money or other payments have been completed or discharged or when any other division of interest than that set forth above shall, for any reason, become effective and to furnish transfer orders accordingly, and that in the event such notice shall not be received, you shall be held harmless in the event of, and are hereby released from any and all damage or loss which might arise out of any overpayment.

SEVENTH: This division order shall become valid and binding on each and every owner above named as soon as signed by him or her regardless of whether any of the other above named owners have so signed; and in consideration of the purchase of oil hereunder, consent is given hereby to you and any pipe line company which you may cause to connect with the wells or tanks on said land, to disconnect and remove such pipe lines, in case of termination by either you or us of purchases under this division order.

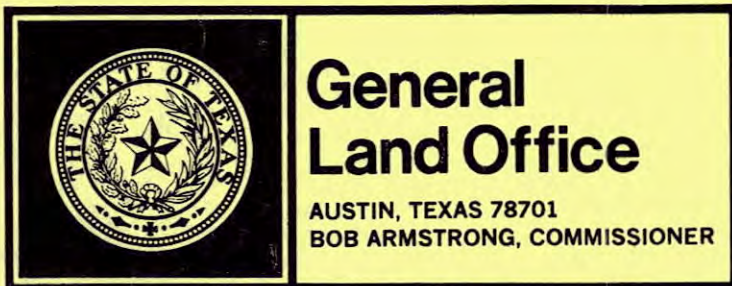
EIGHTH: Working interest owners and operators who sign this division order, and each of them, guarantee and warrant for your benefit and that of any pipe line or other carrier designated by you to run or transport said oil, that all oil tendered hereunder has been and will be produced and handled in compliance with the Fair Labor Standards Act of 1938, and any amendments thereto, and all other federal, state and municipal laws, rules and regulations.

IN ACCORDANCE WITH FEDERAL LAW, PLEASE INDICATE YOUR SOCIAL SECURITY OR IDENTIFICATION NUMBER BELOW:

WITNESS OF SIGNATURES

OWNERS SIGN BELOW

BE SURE YOUR SIGNATURE IS WITNESSED AND YOUR CORRECT ADDRESS IS SHOWN



May 14, 1976

Permian Corporation
P. O. Box 1183
Houston, Texas 77001

RE: State Lease M-65359
Dixon - Conner Oil Co. - Guy Caldwell Lease
SE14 of NE/4 Sec. 24, Blk 57, T-2, T&P Ry. Co. Survey
Reeves County, Texas
Permian Lease No. 354771 (Oil Division Order)

Gentlemen:

This letter is issued in lieu of the ordinary form of "Division Order" prepared by the oil companies primarily for execution by the individual royalty owner.

Inasmuch as the statutes provide the royalties the State shall receive, it is felt that it would not be in conformity with the law on the subject for this Division to execute your division order and thereby attempt to bind the State by the provisions contained therein.

This Division, insofar as permitted under the law, acquiesces in the sale of the oil and/or gas to you from this lease, which oil and/or gas shall become your property when the State has been paid for same, as prescribed by law and under the terms and conditions as set out in the lease covering the area in question.

Very truly yours,

Barbara Fry, Attorney
Energy Resources
Phone: 512-475-6749
Enclosure
BF/mow

N. E. 65359
CORRESPONDENCE FILE

To PERMIAN

From

Dated 5-14-76



From the Desk of

B. F. UNDERWOOD

6/3/76

No report (P-1) filed with
RRC thru March 76
production.

Bfu

MINERAL ACCOUNTING
MEMORANDUM

(File in "B" File)

RE: M- 105359

Operator Dixon - Conner Oil Co.

Lease Gray Caldwell

County Reeves

Field: Olds (Delaware) Date

Split from M- _____
which is

☐ Producing

☐ Nonproducing

FROM: Mineral Accounting

5-27-76

Name

MS

TO: Exploration & Development

TO: Legal

NONPRODUCING

___ Delay Rental Due On _____ Not Received

___ Primary Term Expired _____

PRODUCING STATUS

OIL: No production reported from none ever as of 3/76 through _____
mo./year mo./year

Oil Royalty Status: ☐ Due \$ _____ ☐ Royalty paid in full

Name Shir Ann Bower you Jeff Bower

GAS: No production reported from none ever as of 3/76 through _____
mo./year mo./year

Gas Royalty Status: ☐ Due \$ _____ ☐ Royalty paid in full

Name Shir Ann Bower

RENTAL:

There is a division order effective in May, 1976, indicating that there is production in May, 1976.
Please show status of lease

MAPS:

The map shows 1 oil well completed 2-26-76.
5-27-76 CWF

m-65359

⑭ Mineral Acting Memo

6/3/76

LAB

Phone

MEMORANDUM

TO: M-65359

FROM: C. Gilbert

DATE: 6-3-76

SUBJECT: Status of lease

(Robert L. Ivy)

I called Bob Ivy (collect) with Phillips in Odessa -
(A/c 915 # 337-8611) Told him we have no
completion report and can't tell the status of this
lease. He says this was completed as a small oil well
and he will get forms, reports + royalty in here
right away.

(15)

M. 65359

Phone memo

6-3-76

L.B.

DIXON - CONNER OIL COMPANY
P. O. Box 332
Odessa, Texas 79760

June 3, 1976

General Land Office
Bob Armstrong, Commissioner
Austin, Texas 78701

Attention: Mr. Lanvil Gilbert

Re: Dixon-Conner Oil Company
Guy Caldwell #1
Sec. 24, Blk. 57, T-2,
T. P. RR. Survey
Reeves County, Texas
General Land Office
Lease No. 041-2464

Gentlemen:

Pursuant to telephone conversation this date with Mr. Ivy with Phillips Petroleum Company, Odessa, Texas, I am enclosing Xerox copies of all forms filed with the Railroad Commission of Texas on the subject well.

I am sorry these copies had not been forwarded to you earlier, but we were not aware that this was necessary. If there is any further information you need concerning this well, please notify us by return mail and we will supply the available information.

Very truly yours,



Leta P. Brown
Secretary to Jack A. Conner

LPB:do

Enclosures

cc: Mr. R. L. Ivy
Phillips Petroleum Co.
Odessa, Texas

RECEIVED
JUN 5 1976

M-65359

121

M-65359

RAILROAD COMMISSION OF TEXAS
OIL AND GAS DIVISION

Form W-2
Rev. 6/30/75

OIL WELL POTENTIAL TEST COMPLETION OR RECOMPLETION REPORT AND LOG			
1. FIELD NAME (as per RRC Records or Wildcat)		2. LEASE NAME	
Olds (Delaware)		Guy Caldwell	
3. OPERATOR		7. RRC District	
Dixon-Conner Oil Company		8	
4. ADDRESS		8. RRC Lease Number	
P. O. Box 332- Odessa, Texas 79760		23969	
5. If Operator has changed within last 60 Days -- Give former Operator		9. Well Number	
		1	
6a. LOCATION (Section, Block, and Survey)		10. County	
Sec. 24, Blk. 57, T-2, T&P Survey		Reeves	
6b. Distance and Direction to nearest town in this county.		11. Purpose of Test	
.6 miles NW Orla, Texas		Initial Potential ☒	
12. If Workover -- Give former Field (with Reservoir)		Retest ☐	
		Reclass ☐	
13. Type of Electric or other Log run		14. Completion Date	
None		Feb. 25, 1976	

Section I

POTENTIAL TEST DATA

15. Date of Test	16. No. of Hours Tested	17. Production Method (Flowing, Gas Lift, Jetting, Pumping - Size & Type of Pump)			18. Choke Size
May 1/2, 1976	24	Pump - #40 American			N/A
19. Production During Test Period	Oil - BBLS	Gas - MCF	Water - BBLS	Gas - Oil Ratio	Flowing Tubing Pressure
2.76	30	16.58	10,870 to 1	N/A	PSI
20. Calculated 24 Hour Rate	Oil - BBLS	Gas - MCF	Water - BBLS	Oil Gravity - API - 60°	Casing Pressure
2.76	30	16.58	40.6	Shut in 700	PSI
21. Was Swab or Artificial Flowing Device Used During this Test?		22. Oil Produced Prior to Test (New & Reworked Wells)			23. Injection Gas-Oil Ratio
Yes ☐ No ☒		85 bbls.			N/A

NOTE: TEST SHOULD BE FOR 24 HOURS UNLESS OTHERWISE SPECIFIED IN FIELD RULES

INSTRUCTIONS: All potential test Forms, with all information requested thereon filled in, shall be filed in the District Office of the Railroad Commission not later than ten (10) days after the test is completed and, should the operator fail to file potential test in an acceptable Form within the ten (10) days as specified, then the effective date of the allowable resulting from such test shall not extend back more than ten (10) days prior to receipt and acceptance of the potential test Form in the District Office. This Ten-Day provision shall govern regardless of whether the potential test is taken during the month in which it is received in the District Office or any prior month. Fill in only the front of this Form when reporting only a potential test; if well is newly completed or recompleted, fill in reverse side also.

EACH WITNESS MUST PERSONALLY SIGN.

We, the undersigned, witnessed this test, by observation of meter readings, or the top and bottom gauges of each tank, whichever is applicable, into which production was run during duration of this test.

Signature: REPRESENTATIVE OF COMPANY MAKING TEST

List of Offset Operators Notified and Date Notified:

Signature: REPRESENTATIVE OF RAILROAD COMMISSION

List of Offset Operators Notified and Date Notified:

An inclination survey has been run in accordance with Statewide Rule 11 and the results are available upon request. Maximum horizontal displacement was _____ feet at a measured depth of _____ feet.

N/A

Signature of Authorized Representative

Name of Company Conducting Survey

All casing was cemented in accordance with Statewide Rule 13 or a written exception thereto. Cementing tickets and/or other data are available upon request.

Original W-15's with original W-2 report filed 3/3/76

Signature of Cementer or Authorized Representative

Name of Cementing Company

CERTIFICATE:

I declare under penalties prescribed in Article 6036c, R. C. S., that I am authorized to make this report, that this report was prepared by me or under my supervision and direction and that data and facts stated therein are true, correct, and complete, to the best of my knowledge.

Partner

May 5, 1976

REPRESENTATIVE OF COMPANY

TITLE

DATE

JUN 5 1976

SECTION II		DATA ON WELL COMPLETION AND LOG (Not Required on Retest)					
24. Type of Completion: New Well ☒ Deepening ☐ Plug Back ☐ Other ☐		25. Date Permit Issued 9/18/75					
26. Notice of Intention to Drill this Well was filed in Name of Dixon - Conner Oil Company		27. If Special Permit, Give Permit Number N/A					
28. Number of Producing Wells on this Lease in This Field (Reservoir) including this Well 1		29. Total Number of Acres in this Lease 320					
30. Date Plug Back, Deepening, Work Over or Drilling Operations: Commenced 9/25/76 Completed 12/2/76		31. Distance to Nearest Well, Same Lease & Reservoir 640'					
32. Location of Well, Relative to Nearest Lease Boundaries of Lease on which this Well is Located 330 North		Feet From East Line And 2210 Feet From Guy Caldwell Lease					
33. Elevation (DF, RKB, RT, GR, ETC) 2859		34. Was Directional Survey Made Yes ☐ No ☒					
35. Top of Pay 3000	36. Total Depth 3,055	37. P.B. Depth 3,040	38. Surface Casing Determined By: Recommendation of Texas Water Development Board ☒ Field Rules ☐ Railroad Commission (Special) ☐				
39. Is Well Multiple Completion? Yes ☐ No ☒		40. If Multiple Completion List All Reservoir Names (Completions in this Well) N/A					
41. Intervals Drilled By:		Rotary Tools Cable Tools 0-3055					
42. Name of Drilling Contractor Hopi Drilling Company		43. Is Cementing Affidavit Attached? Yes ☒ No ☐					
44. CASING RECORD (Report All Strings Set in Well)							
CASING SIZE	WT #/ FT.	DEPTH SET	MULTI STAGE TOOL DEPTH	TYPE & AMOUNT CEMENT (Sacks)	HOLE SIZE	TOP OF CEMENT	SLURRY VOL. cu. ft.
8-5/8"	24.7	762		266	10"	Surface	442
4-1/2"	9.40	2957		100	6-1/4"		132
45. LINER RECORD							
Size	Top	Bottom	Sacks Cement	Screen			
N/A							
46. TUBING RECORD				47. Producing Interval (this completion) indicate Depth of Perforations or Open Hole			
Size	Depth Set	Packer Set	From	To			
2-3/8"	2,927	3,028	From	To			
			From	To			
			From	To			
48. ACID, SHOT, FRACTURE, CEMENT SQUEEZE, ETC.							
Depth Interval				Amount and Kind of Material Used			
49. FORMATION RECORD (LIST DEPTHS OF PRINCIPAL GEOLOGICAL MARKERS AND FORMATION TOPS)							
Formations	Depth	Formations	Depth				
Delaware	3,000'						

REMARKS: This W-2 filed per telephone conversation with James C. Bouldin, since original test for potential included frac oil still in well. This replaces form W-2 filed 3/3/76.

RAILROAD COMMISSION OF TEXAS
OIL AND GAS DIVISION

Form W-2
Rev. 6/30/75

OIL WELL POTENTIAL TEST
COMPLETION OR RECOMPLETION REPORT AND LOG

1. FIELD NAME (as per RRC Records or Wildcat) Olds (Delaware)		2. LEASE NAME Guy Caldwell		7. RRC District 8
3. OPERATOR Dixon-Conner Oil Company				8. RRC Lease Number
4. ADDRESS P. O. Box 332 - Odessa, Texas 79760				9. Well Number 1
5. If Operator has changed within last 60 Days -- Give former Operator				10. County Reeves
6a. LOCATION (Section, Block, and Survey) Sec. 24, Blk. 57, T-2, T&P Survey		6b. Distance and Direction to nearest town in this county. .6 miles NW Orla, Texas		11. Purpose of Test Initial Potential ☒ Retest ☐ Reclass ☐
12. If Workover -- Give former Field (with Reservoir)		13. Type of Electric or other Log run None		14. Completion Date Feb. 25, 1976

Section I

POTENTIAL TEST DATA

15. Date of Test Feb. 26, 1976	16. No. of Hours Tested 24	17. Production Method (Flowing, Gas Lift, Jetting, Pumping - Size & Type of Pump) Pump - #40 American			18. Choke Size N/A
19. Production During Test Period Oil - BBLS 6 3	Gas - MCF 30 30	Water - BBLS 31 14	Gas - Oil Ratio 27-2800 to 1	Flowing Tubing Pressure N/A PSI	
20. Calculated 24 Hour Rate Oil - BBLS 6	Gas - MCF 30	Water - BBLS 31	Oil Gravity - API - 60° 46	Casing Pressure Shut in 800 PSI	
21. Was Swab or Artificial Flowing Device Used During this Test? Yes ☐ No ☒		22. Oil Produced Prior to Test (New & Reworked Wells) None			23. Injection Gas-Oil Ratio N/A

NOTE: TEST SHOULD BE FOR 24 HOURS UNLESS OTHERWISE SPECIFIED IN FIELD RULES

INSTRUCTIONS: All potential test Forms, with all information requested thereon filled in, shall be filed in the District Office of the Railroad Commission not later than ten (10) days after the test is completed and, should the operator fail to file potential test in an acceptable Form within the ten (10) days as specified, then the effective date of the allowable resulting from such test shall not extend back more than ten (10) days prior to receipt and acceptance of the potential test Form in the District Office. This Ten-Day provision shall govern regardless of whether the potential test is taken during the month in which it is received in the District Office or any prior month. Fill in only the front of this Form when reporting only a potential test; if well is newly completed or recompleted, fill in reverse side also.

EACH WITNESS MUST PERSONALLY SIGN.

We, the undersigned, witnessed this test, by observation of meter readings, or the top and bottom gauges of each tank, whichever is applicable, into which production was run during duration of this test.

Signature: REPRESENTATIVE OF COMPANY MAKING TEST

Signature: REPRESENTATIVE OF RAILROAD COMMISSION

List of Offset Operators Notified and Date Notified:

List of Offset Operators Notified and Date Notified:

An inclination survey has been run in accordance with Statewide Rule 11 and the results are available upon request. Maximum horizontal displacement was _____ feet at a measured depth of _____ feet.

N/A

Signature of Authorized Representative

Name of Company Conducting Survey

All casing was cemented in accordance with Statewide Rule 13 or a written exception thereto. Cementing tickets and/or other data are available upon request.

See Attached W-15's - Signature unavailable at time of filing

Signature of Cementer or Authorized Representative

Name of Cementing Company

CERTIFICATE:

I declare under penalties prescribed in Article 6036c, R.C.S., that I am authorized to make this report, that this report was prepared by me or under my supervision and direction and that data and facts stated therein are true, correct, and complete, to the best of my knowledge.

REPRESENTATIVE OF COMPANY

Partner

TITLE

March 3, 1976

DATE

RECEIVED

JUN 5 1976

SECTION II		DATA ON WELL COMPLETION AND LOG (Not Required on Retest)	
24. Type of Completion: New Well ☒ Deepening ☐ Plug Back ☐ Other ☐		25. Date Permit Issued 9/18/75	
26. Notice of Intention to Drill this Well was filed in Name of Dixon - Conner Oil Company		27. If Special Permit, Give Permit Number N/A	
28. Number of Producing Wells on this Lease in This Field (Reservoir) including this Well 1		29. Total Number of Acres in this Lease 320	
30. Date Plug Back, Deepening, Work Over or Drilling Operations: Commenced 9/25/76 Completed 12/2/66		31. Distance to Nearest Well, Same Lease & Reservoir 640'	
32. Location of Well, Relative to Nearest Lease Boundaries of Lease on which this Well is Located 330 Feet From East Line of The North Guy Caldwell		33. Elevation (DF, RKB, RT, GR, ETC) 2859	
34. Was Directional Survey Made Yes ☐ No ☒		35. Top of Pay 3000 36. Total Depth 3,055 37. P.B. Depth 3,040 38. Surface Casing Determined By: Recommendation of Texas Water Development Board ☒ Field Rules ☐ Railroad Commission (Special) ☐	
39. Is Well Multiple Completion? Yes ☐ No ☒ 40. If Multiple Completion List All Reservoir Names (Completions in this Well) N/A		41. Intervals Drilled By: Rotary Tools Cable Tools 0-3,055	
42. Name of Drilling Contractor Hopi Drilling Company		43. Is Cementing Affidavit Attached? Yes ☒ No ☐	

CASING RECORD (Report All Strings Set in Well)							
CASING SIZE	WT #/ FT.	DEPTH SET	MULTI STAGE TOOL DEPTH	TYPE & AMOUNT CEMENT (Sacks)	HOLE SIZE	TOP OF CEMENT	SLURRY VOL. cu. ft.
8-5/8"	24.7	762		266	10"	Surface	442
4-1/2"	9.40	2957		100	6-1/4"		132

LINER RECORD				
Size	Top	Bottom	Sacks Cement	Screen
N/A				

TUBING RECORD			47. Producing Interval (this completion) indicate Depth of Perforations or Open Hole	
Size	Depth Set	Packer Set	From	To
2-3/8"	2,927	3,028	From Open Hole	To
			From	To
			From	To
			From	To

48. ACID, SHOT, FRACTURE, CEMENT SQUEEZE, ETC.	
Depth Interval	Amount and Kind of Material Used

49. FORMATION RECORD (LIST DEPTHS OF PRINCIPAL GEOLOGICAL MARKERS AND FORMATION TOPS)			
Formations	Depth	Formations	Depth
Delaware	3,000		

REMARKS _____

**RAILROAD COMMISSION OF TEXAS
OIL AND GAS DIVISION**

Form W-15
(Rev. 11-1-69)

CEMENTING REPORT

115803

*1. Field Name (as per RRC Records or Wildcat) Olds (Delaware)			*2. RRC District 8			
*3. Operator DIXON-CONNER OIL COMPANY			*4. County LOVING			
*5. Lease Name(s) and RRC Lease Number(s) or I. D. Number(s) GUS CALDWELL			*6. Well Number #1			
*7. Location (Section, Block, and Survey) Sec 24, Blk 57, T-2, T & P Survey						

CASING CEMENTING DATA:	SURFACE CASING	INTER-MEDIATE CASING	PRODUCTION CASING		MULTI-STAGE CEMENTING PROCESS	
			Single String	Multiple Parallel Strings	Tool	Shoe
*8. Cementing Date	10/14/75					
*9. (a) Size of Drill Bit (inches)	10" & 12 1/2"					
(b) Estimated % Wash or Hole Enlargement Used in Calculations.						
*10. Size of Casing (inches O.D.)	8 5/8"					
*11. Top of Liner (if liner used) (ft.)						
*12. Setting Depth of Casing (ft.)	762					
*13. Type API Class Cement & Amount of Additives Used; (a) in First (Lead) or Only Slurry (If additional space is needed, use "REMARKS" on reverse side.)	HLC w/ 6% SALT CLASS C					
(b) In Second Slurry						
(c) In Third Slurry						
*14. Sacks of Cement Used: (a) In First (Lead) or Only Slurry	166					
(b) In Second Slurry	100					
(c) In Third Slurry						
(d) Total Sacks of Cement Used	266					
*15. Slurry Volume per Sack of Cement (cu.ft./sack): (a) In First (Lead) or Only Slurry	1.87					
(b) In Second Slurry	1.32					
(c) In Third Slurry						
*16. Volume of Slurry Pumped: (cu. ft.) (Item 14 x Item 15) (a) In First (Lead) or Only Slurry	310					
(b) In Second Slurry	132					
(c) In Third Slurry						
(d) Total Slurry Volume Pumped (cu.ft.)	442					
*17. Calculated Annular Height of Cement Slurry behind Pipe (ft.)	987					
*18. Was cement circulated to ground surface (or bottom of cellar) outside casing? (Yes or No)	YES					

CEMENTING TO PLUG AND ABANDON DATA:	PLUG NO. 1	PLUG NO. 2	PLUG NO. 3	PLUG NO. 4	PLUG NO. 5	PLUG NO. 6
*19. Cementing Date						
*20. Size of Hole or Pipe in which Plug Placed (inches)						
*21. Depth to Bottom of Tubing or Drill Pipe (ft.)						
*22. Sacks of Cement Used (each plug)						
*23. Slurry Volume Pumped (cu. ft.)						
*24. Calculated Top of Plug (ft.)						
*25. Measured Top of Plug (if tagged) (ft.)						

(CEMENTING COMPANY AND OPERATOR MUST COMPLY WITH THE INSTRUCTIONS ON REVERSE SIDE HEREOF.)

- OVER -

RECEIVED OCT 21 1975

CEMENTING COMPANY

I declare under penalties prescribed in Article 6036c, R. C. S., that I am authorized to make this certification, that the cementing of casing and/or the placing of cement plugs in this well as shown in the report was performed by me or under my supervision, and that the cementing data and facts presented on both sides of this form are true, correct, and complete to the best of my knowledge. This certification covers cementing data only.

J. V. Elliott
Signature of Cementer or Authorized Representative

J. V. ELLIOTT, CEMENTER
Name of Person and Title (type or print)

HALLIBURTON SERVICES

Cementing Company

DRAWER "Y"

Street Address or P.O. Box

MONAHANS, TEXAS

City, State

79756

Zip Code

Telephone 915 943-2721
Area Code

10/14/75
Date

***OPERATOR**

I declare under penalties prescribed in Article 6036c, R. C. S., that I am authorized to make this certification, that I have knowledge of the well data and information presented in this report, and that data and facts presented on both sides of this form are true, correct, and complete to the best of my knowledge. This certification covers all well data and information presented herein.

Ray Hill
*Signature of Operator or Authorized Representative

Ray Hill, Driller

*Name of Person and Title (type or print)

Dixon-Conner Oil Company

*Operator

P O Box 332

*Street Address or P.O. Box

Odessa, Texas

79760

*City, State

Zip Code

*Telephone 915 337 7801
Area Code

10/23/75
*Date

INSTRUCTIONS

1. A. This form shall be filed by the operator in the RRC District Office with:
 - (1) Each copy of an initial Form G-1 or W-2 if a cementing report is required by Statewide or Special Rules, or if exception is needed to cementing requirements in Statewide or Special Rules;
 - (2) Each copy of Form W-3;
 - (3) Each copy of Form W-4 if a multiple parallel casing completion.
- B. At least an original and one copy of this form shall be filed for each cementing company used on a well.
- C. The cementing of different casing strings on a well by one cementing company may be consolidated on one form (to be filed in duplicate).
2. Cementing Company and Operator shall comply with the applicable portions of Statewide Rules 8, 13, and 14. For offshore operations, Cementing Company and Operator shall comply with Statewide Rule 13(E).
3. If setting **FULL AMOUNT OF SURFACE CASING**:
 - A. Depth to protect fresh water determined by:
 - (1) Field Rule
 - (2) Texas Water Development Board, if no Field Rule
 - B. Set surface casing below depth to be protected and cement from casing shoe to ground surface.
4. IF SETTING ANYTHING OTHER THAN THE FULL AMOUNT OF SURFACE CASING, PERMISSION SHALL BE OBTAINED FROM THE RAILROAD COMMISSION.
5. If setting **NO SURFACE CASING** (See Item 4 above.):
 - A. If no multi-stage tool is used, the next deeper casing string shall be cemented from the casing shoe to the surface.
 - B. If using the multi-stage tool on the next deeper string, cement from the depth that protects fresh water sands to the surface.
6. If setting **SHORT SURFACE CASING** (See Item 4 above.):
 - A. Cement short surface casing from the shoe to the surface.
 - B. Whether the multi-stage tool is or is not used on the next deeper casing string, cement from the depth that protects fresh water sands to:
 - (1) the surface, or
 - (2) a point midway between shoe of surface string and the surface. Compliance will be considered if a temperature survey shows that the top of the cement is at least one-third of the distance from the shoe of the surface string to the surface.
7. Setting **PRODUCTION STRING of Casing**: (Statewide Rules; Special Rules may vary.)
 - A. Cement to a point at least 600 feet above the casing shoe.
 - B. When 3,000 feet or more of pipe is set for the production or protecting string, a minimum of 30 feet of cement shall be left inside the pipe.
8. **PLUGGING and ABANDONING**:
 - A. Cement plugs shall be placed in the well bore as required by Rules and Regulations of the Commission plus any additional plugs as may be specified by the RRC District Director.
 - B. The minimum amount of cement normally used in each plug shall be a slurry volume equal to the amount necessary to fill the calculated volume of 100 feet of the hole in which the plug is placed.
 - C. A 10 foot cement plug is required to be placed in the top of the well.

RAILROAD COMMISSION OF TEXAS
OIL AND GAS DIVISION

Form W-15
(Rev. 11-1-69)

CEMENTING REPORT

116148

*1. Field Name (as per RRC Records or Wildcat) <u>Olds (Delaware)</u>	*2. RRC District <u>8</u>
*3. Operator <u>Genger & Dixon - Dixon-Conner Oil Company</u>	*4. County <u>Reeves</u>
*5. Lease Name(s) and RRC Lease Number(s) or I. D. Number(s) <u>Caldwell, Guy</u>	*6. Well Number <u>#1</u>

*7. Location (Section, Block, and Survey)
Sec. 24, Blk. 57, T-2, T&P RR Survey

CASING CEMENTING DATA:	SURFACE CASING	INTER-MEDIATE CASING	PRODUCTION CASING		MULTI-STAGE CEMENTING PROCESS	
			Single String	Multiple Parallel Strings	Tool	Shoe
8. Cementing Date			11-28-75			
*9. (a) Size of Drill Bit (inches)			6 1/4"			
(b) Estimated % Wash or Hole Enlargement Used in Calculations.						
*10. Size of Casing (inches O.D.)			4 1/2"			
*11. Top of Liner (if liner used) (ft.)						
*12. Setting Depth of Casing (ft.)			2957			
13. Type API Class Cement & Amount of Additives Used: (a) In First (Lead) or Only Slurry (If additional space is needed, use "REMARKS" on reverse side.)			See 26-A			
(b) In Second Slurry						
(c) In Third Slurry						
14. Sacks of Cement Used: (a) In First (Lead) or Only Slurry			100			
(b) In Second Slurry						
(c) In Third Slurry						
(d) Total Sacks of Cement Used			100			
15. Slurry Volume per Sack of Cement (cu.ft./sack): (a) In First (Lead) or Only Slurry			1.32			
(b) In Second Slurry						
(c) In Third Slurry						
16. Volume of Slurry Pumped: (cu. ft.) (Item 14 x Item 15) (a) In First (Lead) or Only Slurry			132			
(b) In Second Slurry						
(c) In Third Slurry						
(d) Total Slurry Volume Pumped (cu.ft.)			132			
17. Calculated Annular Height of Cement Slurry behind Pipe (ft.)			1286			
18. Was cement circulated to ground surface (or bottom of cellar) outside casing? (Yes or No)			No			
CEMENTING TO PLUG AND ABANDON DATA:	PLUG NO. 1	PLUG NO. 2	PLUG NO. 3	PLUG NO. 4	PLUG NO. 5	PLUG NO. 6
19. Cementing Date						
*20. Size of Hole or Pipe in which Plug Placed (inches)						
*21. Depth to Bottom of Tubing or Drill Pipe (ft.)						
22. Sacks of Cement Used (each plug)						
23. Slurry Volume Pumped (cu. ft.)						
24. Calculated Top of Plug (ft.)						
*25. Measured Top of Plug (if tagged) (ft.)						

(CEMENTING COMPANY AND OPERATOR MUST COMPLY WITH THE INSTRUCTIONS ON REVERSE SIDE HEREOF.)

- OVER -

Information on this report shall be completed by Cementing Company.

26. Remarks: A.; 100 sacks Class "C" cement

27. Remarks:

CEMENTING COMPANY

I declare under penalties prescribed in Article 6036c, R. C. S., that I am authorized to make this certification, that the cementing of casing and/or the placing of cement plugs in this well as shown in the report was performed by me or under my supervision, and that the cementing data and facts presented on both sides of this form are true, correct, and complete to the best of my knowledge. This certification covers cementing data only.

Archie L. Higgins
Signature of Cementer or Authorized Representative

Archie L. Higgins "Cementer"
Name of Person and Title (type or print)

Helliburton Services
Cementing Company

P.O. Drawer "Y"
Street Address or P.O. Box

Monahans, Texas 79756
City, State Zip Code

Telephone 915 943-2721
Area Code

11/28/75
Date

***OPERATOR**

I declare under penalties prescribed in Article 6036c, R. C. S., that I am authorized to make this certification, that I have knowledge of the well data and information presented in this report, and that data and facts presented on both sides of this form are true, correct, and complete to the best of my knowledge. This certification covers all well data and information presented herein.

Ray Hill
*Signature of Operator or Authorized Representative

Ray Hill, Driller
*Name of Person and Title (type or print)

Dixon-Conner Oil Company
*Operator

P. O. Box 332
*Street Address or P.O. Box

Odessa, Texas 79760
*City, State Zip Code

*Telephone 915 337-7801
Area Code

11/28/75
*Date

INSTRUCTIONS

1. A. This form shall be filed by the operator in the RRC District Office with:
 - (1) Each copy of an initial Form G-1 or W-2 if a cementing report is required by Statewide or Special Rules, or if exception is needed to cementing requirements in Statewide or Special Rules;
 - (2) Each copy of Form W-3;
 - (3) Each copy of Form W-4 if a multiple parallel casing completion.
- B. At least an original and one copy of this form shall be filed for each cementing company used on a well.
- C. The cementing of different casing strings on a well by one cementing company may be consolidated on one form (to be filed in duplicate).
2. Cementing Company and Operator shall comply with the applicable portions of Statewide Rules 8, 13, and 14. For offshore operations, Cementing Company and Operator shall comply with Statewide Rule 13(E).
3. If setting **FULL AMOUNT OF SURFACE CASING**:
 - A. Depth to protect fresh water determined by:
 - (1) Field Rule
 - (2) Texas Water Development Board, if no Field Rule
 - B. Set surface casing below depth to be protected and cement from casing shoe to ground surface.
4. IF SETTING ANYTHING OTHER THAN THE FULL AMOUNT OF SURFACE CASING, PERMISSION SHALL BE OBTAINED FROM THE RAILROAD COMMISSION.
5. If setting **NO SURFACE CASING** (See Item 4 above.):
 - A. If no multi-stage tool is used, the next deeper casing string shall be cemented from the casing shoe to the surface.
 - B. If using the multi-stage tool on the next deeper string, cement from the depth that protects fresh water sands to the surface.
6. If setting **SHORT SURFACE CASING** (See Item 4 above.):
 - A. Cement short surface casing from the shoe to the surface.
 - B. Whether the multi-stage tool is or is not used on the next deeper casing string, cement from the depth that protects fresh water sands to:
 - (1) the surface, or
 - (2) a point midway between shoe of surface string and the surface. Compliance will be considered if a temperature survey shows that the top of the cement is at least one-third of the distance from the shoe of the surface string to the surface.
7. Setting **PRODUCTION STRING** of Casing: (Statewide Rules; Special Rules may vary.)
 - A. Cement to a point at least 600 feet above the casing shoe.
 - B. When 3,000 feet or more of pipe is set for the production or protecting string, a minimum of 30 feet of cement shall be left inside the pipe.
8. **PLUGGING and ABANDONING**:
 - A. Cement plugs shall be placed in the well bore as required by Rules and Regulations of the Commission plus any additional plugs as may be specified by the RRC District Director.
 - B. The minimum amount of cement normally used in each plug shall be a slurry volume equal to the amount necessary to fill the calculated volume of 100 feet of the hole in which the plug is placed.

AUTHORITY TO TRANSPORT
RECOVERED LOAD OR FRAC OIL

RAILROAD COMMISSION OF TEXAS
- OIL AND GAS DIVISION -

FORM P-3
Eff. 6-13-74

DISTRICT _____

This form is to be used only when the recovered load or frac oil was obtained from a source other than the lease on which it was used.

Dixon-Conner Oil Company - P. O. Box 332 - Odessa, Texas 79760

PRODUCER & ADDRESS

March

MONTH

1976

YEAR

Expires 7:00 A.M. April 1, 1976

This is the authority for the transportation of 165 bbls. of recovered load or

frac oil by The Permian Corporation. This oil was recovered from our

GATHERER

Guy Caldwell

LEASE NAME AND NUMBER

#1

WELL NO.

Olds Delaware

FIELD

Reeves

AND COUNTY

on March 1, 1976

RECOVERY DATE

RESERVOIR

after being used for Fracing Well #1 and is now ready for movement.

-0-

bbls. previously moved using this same source authority

MONTH

YEAR

If partial movement, is future recovery anticipated? Yes X No _____

SOURCE--LOAD OR FRAC OIL (FILL IN APPROPRIATE SPACES BELOW)

-0-

bbls. of oil were transferred for this purpose from the _____

LEASE

FIELD AND COUNTY

and/or 232 bbls. of oil were obtained for this purpose from The Permian Corporation

P. O. Box 1183, Houston, Texas 77001

SOURCE & SUPPLIER

on 12/9/75 and 2/3/76

CERTIFICATE:

I declare under penalties prescribed in Article 6036c, R. C. S., that I am authorized to make this report, that this report was prepared by me or under my supervision and direction, and that data and facts stated therein are true, correct, and complete, to the best of my knowledge.

Remarks: _____

P. O. Box 332, Odessa, Texas 79760

ADDRESS

Partner

POSITION

R. G. Dixon

NAME

915

AREA CODE

337-7801

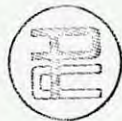
TELEPHONE NUMBER

JUN 5 1976

JUN 5 1976

INSTRUCTIONS

1. A receipted delivery ticket or a certified copy of the invoice of the supplier of load or frac oil stating therein the volume of load or frac oil furnished must be attached to the original copy of Form P-3 in each case where the load oil source is other than lease source.
2. This form should not be filed until such time as the liquid hydrocarbon material has been recovered and is ready for movement, and shall be filed for that volume ready for movement. Statewide Rule 58 (C).
3. Form P-3 shall be filed in duplicate to the appropriate Commission District Office. In addition, copy shall be immediately supplied to the transporter designated on Form P-3 prior to the movement of the recovered load or frac oil.
4. Form P-3 expires 7:00 A.M. on the 1st day of the succeeding month covered by the P-3.
5. Recovered load or frac oil shall not be shown as production on Form P-1 or P-2.
6. Recovered liquid hydrocarbons moved on authority of P-3 shall be shown as "Receipts From Other Sources" Page 1-A of Form T-1 by transporter and designated as frac or load oil.



THE PERMIAN CORPORATION

BOX 1163
HOUSTON, TEXAS 77001
713-623-2790

NO. 330677
DATE 8-3-76

CHARGE FOR MATERIALS AND SERVICE

ORDER NO. _____

FROM STATION _____ STATE LEASE NO. _____
OPERATOR Waco State Tool Co.
LEASE Shimada - Waco
TO OPERATOR Difore & Cannon STATE LEASE NO. _____
LEASE Caldwell COUNTY Reeves
BILL TO: Difore & Cannon Oil Company
ADDRESS _____

SALE OF PRODUCT OTHER CHARGES Crude Oil
TRUCK NO. 1343 CAP _____ TRAILER NO. 125347 CAP 2476
DRIVER NAME W. J. Martindale DRIVER NUMBER 3308
PUMPING 2.0 @ 11.50 PER H.
STANDBY HRS 2.0 @ 11.50 PER HOUR
MILES ONE WAY 12.0 DRIVING HRS 2.0 @ 11.50 PER HOUR
PRODUCT Crude Oil UNIT PRICE _____ BBL/GALS 11.0
WORK PERFORMED/REMARKS Loaded Crude Oil to gas well
RECEIVED BY _____
COMPANY Difore & Cannon Oil Co.

CERTIFIED COPY OF INVOICE
ATTACH TO ORIGINAL COPY OF RRC FORM P-3
INVOICE FOR PAYMENT WILL FOLLOW



THE PERMIAN CORPORATION

BOX 1163
HOUSTON, TEXAS 77001
713-623-2790

NO. 322255
DATE 1-19-76

CHARGE FOR MATERIALS AND SERVICE

ORDER NO. _____

FROM STATION _____ STATE LEASE NO. _____
OPERATOR Difore & Cannon
LEASE Caldwell
TO OPERATOR same STATE LEASE NO. _____
LEASE same COUNTY Reeves
BILL TO: Difore & Cannon
ADDRESS Box 1047
Shimada - Waco

SALE OF PRODUCT OTHER CHARGES _____
TRUCK NO. 1343 CAP _____ TRAILER NO. 125347 CAP 2476
DRIVER NAME Martindale DRIVER NUMBER 3308
PUMPING 2.0 @ 11.50 PER H.
STANDBY HRS _____ @ _____ PER HOUR
MILES ONE WAY 1.0 DRIVING HRS _____ @ _____ PER HOUR
PRODUCT Crude Oil UNIT PRICE _____ BBL/GALS 15.0
WORK PERFORMED/REMARKS pull oil out of pit put in tank
RECEIVED BY W. J. Martindale
COMPANY _____

INVOICE COPY - MAIL TO HOUSTON

REC-11490
JUN 5 1976
C. J. Smith

RAILROAD COMMISSION OF TEXAS
OIL AND GAS DIVISIONForm P-4
(1-1-71)

Producer's Certificate of Compliance and Authorization to Transport Oil and/or Casinghead Gas From an Oil Lease or Gas and/or Condensate from a Gas Well.		RRC District <u>8</u>	
		RRC Oil Lease No. <u>23969</u>	
Field Name (as per RRC records) <u>(Olds (Delaware))</u>		RRC Gas Well Ident. No.	
Lease Name <u>Guy Caldwell</u>		Gas Well No.	
Operator Name <u>Dixon-Conner Oil Company</u>		Effective Date	
Address <u>P. O. Box 332</u>		County <u>Reeves</u>	
City, State, Zip Code <u>Odessa, Texas 79760</u>		Survey	
GATHERERS		OIL LEASE	GAS WELL
Gatherer Name <u>The Permian Corporation</u>	<u>100</u> %	☒ Oil	☐ Gas Well Gas
Address <u>P. O. Box 1183</u>	of the	☐ Casinghead Gas	☐ Condensate
City, State, Zip Code <u>Houston, Texas 77001</u>			☐ Full Well Stream
Gatherer Name <u>Continental Oil Company</u>	<u>100</u> %	☐ Oil	☐ Gas Well Gas
Address <u>P. O. Box 2197</u>	of the	☒ Casinghead Gas	☐ Condensate
City, State, Zip Code <u>Houston, Texas 77001</u>			☐ Full Well Stream
Gatherer Name	%	☐ Oil	☐ Gas Well Gas
Address	of the	☐ Casinghead Gas	☐ Condensate
City, State, Zip Code			☐ Full Well Stream
Gatherer Name	%	☐ Oil	☐ Gas Well Gas
Address	of the	☐ Casinghead Gas	☐ Condensate
City, State, Zip Code			☐ Full Well Stream

INDICATE PURPOSE OF FILING

☒ New Oil Lease or Gas Well. Form W-1 (Application for Permit to Drill, Deepen or Plug Back) filed in the name of:
Dixon-Conner Oil Company Guy Caldwell

Operator

Lease

☐ Change of Gatherer☐ Change field name from _____☐ Change operator name from _____☐ Change lease name from _____☐ Consolidation or subdivision of lease (Attachments required - - See instructions.)

Previous Form P-4 approval date if filed (or prior SW-1 number) _____ mo. day yr. SW-1 Number or Date _____

REMARKS: _____

FOR RRC USE ONLY

Field No.

Operator No.

Approved

J. C. DardenMAR 9 1976

AUTHORIZATION BY CURRENT OPERATOR

The undersigned certifies that the above agent is authorized to transport the above specified percentage of the allowable oil or gas produced from the above described property in accordance with the regulations of the Railroad Commission of Texas, and that this authorization will be valid until further notice or until cancelled by the Railroad Commission of Texas, and the undersigned further certifies that the conservation laws of the State of Texas and all rules, regulations, and orders of the Railroad Commission of Texas have been complied with in respect to the property covered by this report.

Jack A. Conner
Date _____ Signature _____

Partner

Title

915/337-7201

Area Code & Telephone No.

OPERATOR NAME CHANGE (Acknowledgment required on changes of operator.)

The undersigned, being the previous operator, has transferred operating responsibility on the above property.

Previous Operator _____ Signature _____

Address _____ Title _____

City, State & Zip Code _____ Date _____ Area Code & Telephone No. _____

RECEIVED
JUN 5 1976RECEIVED
R.R.C. OF TEXAS

MAR 5 1976

OD
MIDLAND TEXAS

INSTRUCTIONS

1. Each and every operator of oil, gas and/or condensate producing properties in the State of Texas shall file with the proper RRC District Office three (3) copies plus one additional copy for each gatherer shown on this form authorizing the gatherer(s) (*whether himself or someone else*) to transport the oil, gas and/or condensate from the properties of such producer.
2. Authorization is required for each person or gatherer transporting oil, gas and/or condensate from an oil lease or gas well. In the case of a split connection, the percentage of oil, gas and/or condensate each gatherer is authorized to transport shall be shown.
3. Each operator shall file a separate form for each oil lease or gas well listing all authorized gatherers for this oil lease or gas well on one form. Effective date is required, to be shown on all changes, but not necessary on a new lease or well.
4. No oil, gas and/or condensate shall be moved from any oil lease or gas well until this form is completed and filed with the proper RRC District Office.

After the RRC agent in charge has approved this form, two (2) copies will be retained by the RRC and the remaining copies will be distributed to the producer and to each gatherer.

5. After an operator has filed this form with the RRC, thereby establishing himself as the current operator, it shall bind said operator until cancelled by him or revoked by the RRC. A new Form P-4 shall be filed if there is: (a) change in operator, (b) change in gatherer(s), (c) change in field name, (d) change in lease name, (e) consolidation or subdivision of lease(s), or (f) authorization to transport production has been cancelled by the RRC. (*When consolidating or sub-dividing, attach to each copy of Form P-4 a CC Form with a BEFORE and AFTER plat of lease showing changes. Plat should show distance to lease line and between wells along with proration units assigned if acreage is in the field's allocation formula.*)
6. If this form is filed because of or includes a change in operator name, the new operator will be the current operator and will execute this form. The proper lines under "Indicate Purpose of Filing" shall be checked and completed. Authorization to the gatherer(s) shall be by the new or current operator. The previous operator is required to execute the "Operator Name Change Acknowledgment" before the RRC records will be changed.
7. This authorization may be revoked by the RRC at any time for failure to comply with the oil and gas conservation laws of the State of Texas and the rules, regulations and orders of the Railroad Commission of Texas.

NOTE: FILING OF FORM P-5 (ORGANIZATION REPORT) SHOWING EXACT OPERATING NAME IS REQUIRED FOR ALL NEW OPERATORS AND/OR ORGANIZATION CHANGES.

32 DIGITS (SPACES) IS THE LIMITATION FOR OPERATING AND LEASE NAMES. ABBREVIATIONS SHOULD BE USED IF NECESSARY TO CONFORM TO THE LIMITATION.

RAILROAD COMMISSION OF TEXAS
OIL AND GAS DIVISION

Form W-15
(Rev. 11-1-69)

CEMENTING REPORT

116148

*1. Field Name (as per RRC Records or Wildcat)			*2. RRC District			
*3. Operator Connor & Dixon			*4. County Reeves			
*5. Lease Name(s) and RRC Lease Number(s) or I. D. Number(s) Caldwell			*6. Well Number #1			
*7. Location (Section, Block, and Survey)						

CASING CEMENTING DATA:	SURFACE CASING	INTER-MEDIATE CASING	PRODUCTION CASING		MULTI-STAGE CEMENTING PROCESS	
			Single String	Multiple Parallel Strings	Tool	Shoe
8. Cementing Date			11-28-75			
*9. (a) Size of Drill Bit (inches)			6 1/4"			
(b) Estimated % Wash or Hole Enlargement Used in Calculations.						
*10. Size of Casing (inches O.D.)			4 1/2"			
*11. Top of Liner (if liner used) (ft.)						
*12. Setting Depth of Casing (ft.)			2957			
13. Type API Class Cement & Amount of Additives Used: (a) In First (Lead) or Only Slurry (If additional space is needed, use "REMARKS" on reverse side.)			See 26-A			
(b) In Second Slurry						
(c) In Third Slurry						
14. Sacks of Cement Used: (a) In First (Lead) or Only Slurry			100			
(b) In Second Slurry						
(c) In Third Slurry						
(d) Total Sacks of Cement Used			100			
15. Slurry Volume per Sack of Cement (cu.ft./sack): (a) In First (Lead) or Only Slurry			1.32			
(b) In Second Slurry						
(c) In Third Slurry						
16. Volume of Slurry Pumped: (cu. ft.) (Item 14 x Item 15) (a) In First (Lead) or Only Slurry			132			
(b) In Second Slurry						
(c) In Third Slurry						
(d) Total Slurry Volume Pumped (cu.ft.)			132			
17. Calculated Annular Height of Cement Slurry behind Pipe (ft.)			1286			
18. Was cement circulated to ground surface (or bottom of cellar) outside casing? (Yes or No)			No			

CEMENTING TO PLUG AND ABANDON DATA:	PLUG NO. 1	PLUG NO. 2	PLUG NO. 3	PLUG NO. 4	PLUG NO. 5	PLUG NO. 6
19. Cementing Date						
*20. Size of Hole or Pipe in which Plug Placed (inches)						
*21. Depth to Bottom of Tubing or Drill Pipe (ft.)						
22. Sacks of Cement Used (each plug)						
23. Slurry Volume Pumped (cu. ft.)						
24. Calculated Top of Plug (ft.)						
*25. Measured Top of Plug (if tagged) (ft.)						

(CEMENTING COMPANY AND OPERATOR MUST COMPLY WITH THE INSTRUCTIONS ON REVERSE SIDE HEREOF.)

- OVER -

* Designates items to be completed by Operator. Items not so designated shall be completed by Cementing Company.

26. Remarks: A:) 100 sacks Class "C" cement

*27. Remarks:

CEMENTING COMPANY

I declare under penalties prescribed in Article 6036c, R. C. S., that I am authorized to make this certification, that the cementing of casing and/or the placing of cement plugs in this well as shown in the report was performed by me or under my supervision, and that the cementing data and facts presented on both sides of this form are true, correct, and complete to the best of my knowledge. This certification covers cementing data only.

Archie L. Higgins
Signature of Cementer or Authorized Representative

Archie L. Higgins "Cementer"

Name of Person and Title (type or print)

Halliburton Services

Cementing Company

P.O. Drawer "Y"

Street Address or P.O. Box

Monahans, Texas

79756

City, State

Zip Code

Telephone **915** **943-2721**

Area Code

11/28/75

Date

***OPERATOR**

I declare under penalties prescribed in Article 6036c, R. C. S., that I am authorized to make this certification, that I have knowledge of the well data and information presented in this report, and that data and facts presented on both sides of this form are true, correct, and complete to the best of my knowledge. This certification covers all well data and information presented herein.

Ray Hill
*Signature of Operator or Authorized Representative

*Name of Person and Title (type or print)

*Operator

*Street Address or P.O. Box

*City, State

Zip Code

*Telephone _____
Area Code

*Date

INSTRUCTIONS

1. A. This form shall be filed by the operator in the RRC District Office with:
 - (1) Each copy of an initial Form G-1 or W-2 if a cementing report is required by Statewide or Special Rules, or if exception is needed to cementing requirements in Statewide or Special Rules;
 - (2) Each copy of Form W-3;
 - (3) Each copy of Form W-4 if a multiple parallel casing completion.
- B. At least an original and one copy of this form shall be filed for each cementing company used on a well.
- C. The cementing of different casing strings on a well by one cementing company may be consolidated on one form (to be filed in duplicate).
2. Cementing Company and Operator shall comply with the applicable portions of Statewide Rules 8, 13, and 14. For offshore operations, Cementing Company and Operator shall comply with Statewide Rule 13(E).
3. If setting FULL AMOUNT OF SURFACE CASING:
 - A. Depth to protect fresh water determined by:
 - (1) Field Rule
 - (2) Texas Water Development Board, if no Field Rule
 - B. Set surface casing below depth to be protected and cement from casing shoe to ground surface.
4. IF SETTING ANYTHING OTHER THAN THE FULL AMOUNT OF SURFACE CASING, PERMISSION SHALL BE OBTAINED FROM THE RAILROAD COMMISSION.
5. If setting NO SURFACE CASING (See Item 4 above.):
 - A. If no multi-stage tool is used, the next deeper casing string shall be cemented from the casing shoe to the surface.
 - B. If using the multi-stage tool on the next deeper string, cement from the depth that protects fresh water sands to the surface.
6. If setting SHORT SURFACE CASING (See Item 4 above.):
 - A. Cement short surface casing from the shoe to the surface.
 - B. Whether the multi-stage tool is or is not used on the next deeper casing string, cement from the depth that protects fresh water sands to:
 - (1) the surface, or
 - (2) a point midway between shoe of surface string and the surface. Compliance will be considered if a temperature survey shows that the top of the cement is at least one-third of the distance from the shoe of the surface string to the surface.
7. Setting PRODUCTION STRING of Casing: (Statewide Rules; Special Rules may vary.)
 - A. Cement to a point at least 600 feet above the casing shoe.
 - B. When 3,000 feet or more of pipe is set for the production or protecting string, a minimum of 30 feet of cement shall be left inside the pipe.
8. PLUGGING and ABANDONING:
 - A. Cement plugs shall be placed in the well bore as required by Rules and Regulations of the Commission plus any additional plugs as may be specified by the RRC District Director.
 - B. The minimum amount of cement normally used in each plug shall be a slurry volume equal to the amount necessary to fill the calculated volume of 100 feet of the hole in which the plug is placed.
 - C. A 10 foot cement plug is required to be placed in the top of the well.

DIXON-CONNER OIL COMPANY

P O Box 332

Odessa, Texas 79760

October 24, 1975

DEVELOPMENT
Texas Water Developing Board
P O Box 13087
Austin, Texas 78711

Atten: Mr Bishop McKendill

Dear Mr McKendill:

Re: Gus Caldwell, Well #1
Sec 24, Blk 57, T-2, T & P Survey
Olds (Delaware Field, Reeves County

Confirming our phone conversation last month, attached is copy
of cementing report showing 8-5/8" casing set to 762 feet.

The last 60 feet was in Anhydrate formation.

We will appreciate an acknowledgement from you that this
meets with requirements of your board to protect water sands.

Yours very truly

DIXON-CONNER OIL COMPANY

R G Dixon
R G Dixon, Partner

RGD/mjr

Encl.

RECEIVED
JUN 5 1976
P. O. BOX 13087
AUSTIN, TEXAS 78711

DIXON & CONNER OIL COMPANY

P. O. Box 302

Odessa, Texas 79760

9/23/75

Texas Water Developing Board
P. O. Box 13087
Austin, Texas 78711

Gentlemen:

Dixon & Conner Oil Company proposes to drill an oil well in Reeves County, Texas 6/10 miles Northeast of Orla, Texas. We propose to set surface casing, 10-3/4" 40# pipe, at 300' and also 950' of 8-5/8", cementing by Halliburton.

Very truly yours,

Dixon & Conner Oil Co.


R. G. Dixon
Partner

RGD:lpb

Enclosure

DIXON - CONNER OIL COMPANY
P. O. Box 332
Odessa, Texas 79760

March 4, 1976

RECEIVED

JUN 5 1976

Land Office

Mr. Bishop McKendree
Railroad Commission of Texas
P. O. Box 12967
Austin, Texas 78711

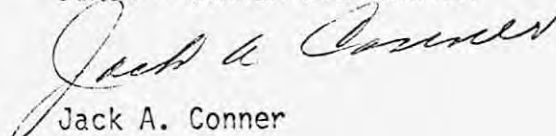
Dear Mr. McKendree:

In reference to our recent drilling of the Dixon-Conner Oil Company, Guy Caldwell #1, Reeves County, Texas (Sec. 24, Blk. 57, TWP-2, T & P RR. Survey), we request exception from rule 13-A of the Field Rules for this field.

As noted in the attached copy of the Texas Water Development Board's letter of October 27, 1975 to us, 762 feet of casing cemented to the surface is adequate for protection of fresh-water-bearing strata in this well, and our casing is set to this depth. We feel this procedure is adequate to protect any fresh water sources in this well, and respectfully request your approval.

Very truly yours,

DIXON - CONNER OIL COMPANY


Jack A. Conner
Partner

JAC: lpb

Attachment

TEXAS WATER DEVELOPMENT BOARD

MEMBERS

JOHN H. MCCOY, CHAIRMAN
NEW BOSTON

ROBERT B. GILMORE, VICE CHAIRMAN
DALLAS

W. E. TINSLEY
AUSTIN

MILTON T. POTTS
LIVINGSTON

CARL ILLIG
HOUSTON

A. L. BLACK
FRIONA



P.O. BOX 13087
CAPITOL STATION
AUSTIN, TEXAS 78711
October 27, 1975

AREA CODE 512
475-3571
1700 NORTH CONGRESS AVENUE

HARRY P. BURLEIGH
EXECUTIVE DIRECTOR

[Dixon-Conner Oil Company]
P. O. Box 332
Odessa, Texas 79760

IN REPLY REFER TO:
TWDBE-WD
SC-873

[]

Re: Gus Caldwell Well #1, Sec. #24,
Blk. #57, TWP-2, T&P RR Sur.,
Reeves County, Texas

Gentlemen:

Reference is made to your inquiry of October 24, 1975 regarding the protection of usable-quality water strata in your above named well.

762 Feet of casing cemented to the surface is adequate for the protection of fresh-water-bearing strata in this well only.

NOTE: The depth to which we recommend that usable-quality water strata should be protected is intended to apply only to the subject well. Approval of the well-completion methods for protection of this ground water falls under the jurisdiction of the Railroad Commission of Texas. This recommendation is intended for normal drilling and production operations only and does not apply to salt water disposal operations. It should not be used as a recommendation for fieldwide usable-quality water protection rules.

Very truly yours,

M. R. Stephenson
Geologist, Surface Casing Section

MRS/me
cc: RRC, Austin
RRC, Dist. Office #8

RECEIVED OCT 29 1975

RAILROAD COMMISSION OF TEXAS
- OIL AND GAS DIVISION -

DISTRICT 8

REL Dixon - Conner Oil Company, P O Box 332, Odessa, Tx 79760

PRODUCER & ADDRESS

1976

MONTH

YEAR

Expires 7:00 A.M. February 1, 1976

This is the authority for the transportation of 120 bbls. of recovered load or

frac oil by FROM THE PERMIAN CORPORATION. This oil was recovered from our

GATHERER

Guy Caldwell

#1

Olds Delaware

LEASE NAME AND NUMBER

WELL NO.

FIELD

Reeves

January 6, 1976

AND COUNTY

RESERVOIR

RECOVERY DATE

after being used for fracing well #1 and is now ready for movement.

-0- bbls. previously moved using this same source authority -----
MONTH YEAR

If partial movement, is future recovery anticipated? Yes _____ No xx

SOURCE--LOAD OR FRAC OIL (FILL IN APPROPRIATE SPACES BELOW)

===== bbls. of oil were transferred for this purpose from the =====

䷄ ䷄ ䷄ ䷄ ䷄

䷄ ䷆ ䷇ ䷈ ䷉ ䷊

LEASE

FIELD AND COUNTY

and/or 120 bbls. of oil were obtained for this purpose from THE PERMIAN CORPORATION

Box 1183, Houston, Tx 77001

on December 9, 1975

SOURCE & SUPPLIER

CERTIFICATE:

I declare under penalties prescribed in Article 6036c, R. C. S., that I am authorized to make this report, that this report was prepared by me or under my supervision and direction, and that data and facts stated therein are true, correct, and complete, to the best of my knowledge.

Remarks: _____

P O Box 332, Odessa, Tx 79760

ADDRESS

Partner

POSITION

~~Jack A Conner~~

NAME _____

915

337 7801

AREA CODE

TELEPHONE NUMBER



THE PETRIAN CORPORATION

623-2790

P. O. BOX 1183

HOUSTON, TEXAS 77001

No. 119228

Date Sept 14, 1960

CONFIRMATION OF DELIVERY

PRODUCT Cum Sls TERMS:
NET DUE IN 30
DAYS FROM DATE
OF DELIVERY.

FROM STATION: Marathon Refining Co. - Dallas

SOLD TO: DIXON - CONNER OIL CO

LEASE: Marathon Refining Co. - Dallas

LOCATION & COUNTY: SEC 24, BLK 57 T-2, REEVES COUNTY

AMOUNT DELIVERED ^{GALS.} 120.0 ^{BBL.} 14.00

PRICE PER ^{GALS.} 111.00 ^{BBL.}

BILL TO: DIXON - CONNER OIL CO.

ADDRESS: Box 332, ODESSA TX

RECEIVED BY:

COMPANY DIXON - CONNER OIL CO.

SIGNATURE [Signature]

POSITION PARTNER

GRAVITY B S. & W. TEMP.

REMARKS:

DRIVER'S SIGNATURE: NUMBER

TRUCK NO. CAP. TRAILER NO. CAP.

OPERATOR'S COPY

RAILROAD COMMISSION OF TEXAS
OIL AND GAS DIVISION

AMENDED:
To correct company and
lease names

FORM W-1
(3-1-70)

API Well No. 42

APPLICATION FOR PERMIT TO DRILL, DEEPEN, OR PLUG BACK

Check one: ☒ DRILL ☐ DEEPEN ☐ PLUG BACK ☐ OTHER (Specify) _____

1. Operator Dixon-Conner Oil Company	4. Lease Name Guy Caldwell	7. RRC District 8
2. Address (Including City and Zip Code) P. O. Box 332 Odessa, Texas 79760	5. Location (Sec., Blk., Survey) Sec. 24, Blk. 57, T-2, T & P Survey	8. County Reeves
3. Is Form P-5 (Organization Report) in Exact Operator Name Filed? YES ☒ NO ☐	6. This well is to be located .6 miles Northwest Direction from Orla, Texas Nearest Post Office or Town.	9. Well Number 1
		10. Number of Acres in Lease 320
		11. Distance from Proposed Location to Nearest Property or Lease Line (ft.) 330' from EL and 2210' from NL

EACH PROPOSED COMPLETION

12.	13.	14.	15.	16.	17.	18.	19.	20.	21.	22.	
FIELD NAME (Exactly as shown on R. R. C. Proration Schedule including Reservoir if applicable.) If Wildcat, so state below.	Completion Depth	RRC Lease or ID Number (If applicable)	Field Rule Spacing Pattern (Distance to lease line & distance between wells. If no special rules indicate Rule 37.)	Field Rule Proration Unit Pattern. (Acres. If no special rules, indicate Statewide Rule 38)	Number of Acres in Drilling Unit for this Well	Is this acreage presently assigned to another well in same field? (Yes or No, If yes, explain in remarks.)	Distance from proposed location to nearest drilling completed or applied for well in same reservoir on same lease (ft.)	Is this a Regular Location? (Yes or No)	Oil, Gas, or other Type Well (Specify)	OIL	GAS
Olds (Delaware)	3,100'		330 990	40 ac	40 ac	No	First Well	Yes	Oil	0	0

NOTICE

NO ALLOWABLE WILL BE ASSIGNED to any well which does not have sufficient surface casing to protect all fresh water sands. Where Commission rules do not specify surface casing requirements, it will be necessary to contact Texas Water Development Board, Austin, Texas, to ascertain the depth to which fresh water sands must be protected.

REMARKS:

CERTIFICATE

I declare under penalties prescribed in Article 6036c, R. C. S., that I am authorized to make this report, that this report was prepared by me or under my supervision and direction, and that data and facts stated therein are true, correct, and complete, to the best of my knowledge.

Signature

Partner

Title

March 3, 1976

Date

Telephone: Area Code 915 , 337-7801

RAILROAD COMMISSION OF TEXAS

ADMINISTRATIVE SERVICES

BEN RAMSEY, Chairman
 MACK WALLACE, Commissioner
 JIM C. LANGDON, Commissioner

LARRY C. WILLIMACK,
 Chief of Services



ERNEST O. THOMPSON BUILDING

CAPITOL STATION - P. O. DRAWER 12967

AUSTIN, TEXAS 78711

September 18, 1975

Dixon & Conner Oil Co.
 P. O. Box 332
 Odessa, Texas 79760

PERMIT TO DRILL OR DEEPEN
 REGULAR LOCATION

NOTICE
 NO ALLOWABLE WILL BE ASSIGNED to any well which does not have sufficient surface casing to protect all fresh water sands. Where Commission rules do not specify surface casing requirements, it will be necessary to contact the Texas Water Development Board, Austin, Texas, to ascertain the depth to which fresh water sands must be protected.

Permission is hereby granted to (~~drill-deepen~~) as a regular location the following well for which application has been received:

Form W-1 (Dated) September 16, 1975Lease Name Gus Caldwell Well No. 1Located in Sec. 24, Blk. 57, T-2, T & P Survey
(Survey, Section, Block, Etc.)Field Name Olds (Delaware) County Reeves
(Name Shown on Said Form)

Should the applicable Commission spacing rule be changed prior to commencement of actual drilling operations so that the designated location thereby becomes irregular, then the above permit is rendered ineffective and a special Commission permit will be required to carry out such operation at the location shown. This permit shall expire one (1) year from the date of issuance, unless actual drilling operations have been commenced, or an extension of the permit for an additional one (1) year period is requested and granted prior to such expiration date.

Based upon the representations made on the above Form W-1 and those made on any plat or plats filed therewith, it is believed that the operation indicated, when carried out at that point which you have represented to be the location of the above designated Well, complies as of the date hereof, with the provisions of the applicable Commission spacing rule subject to the limitations, if any, set out below. Compliance with the applicable Commission spacing rule renders it unnecessary that you secure a special Commission permit to cover this indicated operation at the location shown, the same being classed as regular.

If there are outstanding permits covering operations which have not actually been started as of the date of filing of Form W-1 above described and which, if started, would impair the regularity of this operation, then the permit covering that location on which the actual process of carrying out this indicated operation is first begun shall prevail, and all other such outstanding permits shall become ineffective.

LIMITATIONS ON REGULARITY OF OPERATION AT INDICATED LOCATION AS PERTAINS TO
 FORM W-1 ABOVE DESCRIBED.

Yours truly,

Bob Cook/dc
 512-475-2458

Larry C. Willimack,
 Chief of Services

RECEIVED SEP 22 1975

RAILROAD COMMISSION OF TEXAS

OIL AND GAS DIVISION

COMMISSIONERS
JIM C. LANGDON
Chairman
BEN RAMSEY
MACK WALLACE



ARTHUR H. BARBECK
Chief Engineer
ROY L. PAYNE
Director, Field Operations
BILL E. WATSON
District Director

OIL AND GAS BUILDING

P. O. BOX-440- 2110

MIDLAND, TEXAS 79701

September 16, 1975

Dixon & Conner Oil Company
P. O. Box 332
Odessa, Texas 79760

In Re: Gus Caldwell
Well No. 1
Olds (Delaware)
Reeves County, Texas

Gentlemen:

Application(s) to drill the above-mentioned well(s) was received this date.

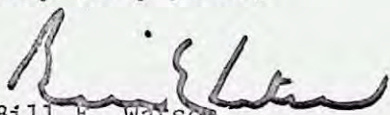
Subsequent to receipt of the permit, you are requested to contact this office prior to commencing any of the following operations in sufficient time to permit a Commission representative to be present:

- (1) Setting and cementing of surface pipe as determined by Texas Water Development Board or Field Rule.
- (2) Circulating cement from shoe to surface or multi-stage cementing of production casing in lieu of setting sufficient surface with prior approval exception to Statewide Rule 13 or as provided by Field Rule.
- (3) Plugging in event of dry hole.

The Midland District telephone is manned on a 24-hour basis. The number is (915) 684-5581.

Your cooperation will be appreciated.

Very truly yours,


Bill E. Watson
District Director

BEW/sah

RECEIVED SEP 18 1975

RAILROAD COMMISSION OF TEXAS
OIL AND GAS DIVISION

FORM W-1
(3-1-70)

API Well No. 42

APPLICATION FOR PERMIT TO DRILL, DEEPEN, OR PLUG BACK

Check one: ☒ DRILL ☐ DEEPEN ☐ PLUG BACK ☐ OTHER (Specify) _____

7. RRC District

8

8. County

Reeves

9. Well Number

1

10. Number of Acres in Lease

320

11. Distance from Proposed Location to Nearest Property or Lease Line (ft.)

330' from EL and
2210' from NL

1. Operator

Dixon & Conner Oil Company

4. Lease Name

Gus Caldwell

2. Address (Including City and Zip Code)

P. O. Box 332
Odessa, Texas 79760

5. Location (Sec., Blk., Survey)

Sec. 24, Blk. 57, T-2, T & P Survey

6. This well is to be located .6 miles Northeast

Direction from Orta, Texas

Nearest Post Office or Town.

3. Is Form P-5 (Organization Report) in Exact Operator Name Filed?

YES ☒

NO ☐

EACH PROPOSED COMPLETION

12.	13.	14.	15.	16.	17.	18.	19.	20.	21.	22.	
FIELD NAME (Exactly as shown on R. R. C. Proration Schedule including Reservoir if applicable.) If Wildcat, so state below.	Completion Depth	RRC Lease or ID Number (If applicable)	Field Rule Spacing Pattern (Distance to lease line & distance between wells. If no special rules indicate Rule 37.)	Field Rule Proration Unit Pattern. (Acres. If no special rules, indicate Statewide Rule 38)	Number of Acres in Drilling Unit for this Well	Is this acreage presently assigned to another well in same field? (Yes or No, If yes, explain in remarks.)	Distance from proposed location to nearest drilling completed or applied for well in same reservoir on same lease (ft.)	Is this a Regular Location? (Yes or No)	Oil, Gas, or other Type Well (Specify)	Number of Wells or Permitted locations on this Lease in same Reservoir for which this Permit is Requested.	
										OIL	GAS
Olds (Delaware)	3,100'		330 990	40 ac	40 ac	No	First Well	Yes	Oil	0	0

NOTICE

NO ALLOWABLE WILL BE ASSIGNED to any well which does not have sufficient surface casing to protect all fresh water sands. Where Commission rules do not specify surface casing requirements, it will be necessary to contact Texas Water Development Board, Austin, Texas, to ascertain the depth to which fresh water sands must be protected.

REMARKS:

CERTIFICATE

I declare under penalties prescribed in Article 6036c, R. C. S., that I am authorized to make this report, that this report was prepared by me or under my supervision and direction, and that data and facts stated therein are true, correct, and complete, to the best of my knowledge.

R. G. Dixon

Signature

Partner

Title

September 16, 1975

Date

Telephone: Area Code 915 , 337-7801

M-65359

well was being drilled
on expiration date 3

leave.

well completed as a
small production on

2-25-76.

J. Gilbert
6-21-76

for a yr
Rate
Case

RAILROAD COMMISSION OF TEXAS
OIL AND GAS DIVISION

Form W-15
(Rev. 11-1-69)

CEMENTING REPORT

115803

*1. Field Name (as per RRC Records or Wildcat) Olds (Delaware)	*2. RRC District 8
*3. Operator DIXON-CONNER Dixon-Conner Oil Company	*4. County LOVING
*5. Lease Name(s) and RRC Lease Number(s) or I. D. Number(s) GUS CALDWELL	*6. Well Number 41
*7. Location (Section, Block, and Survey) Sec 24, Blk 57, T-2, T & P Survey	

CASING CEMENTING DATA:	SURFACE CASING	INTER-MEDIATE CASING	PRODUCTION CASING		MULTI-STAGE CEMENTING PROCESS	
			Single String	Multiple Parallel Strings	Tool	Shoe
8. Cementing Date	10/14/75					
*9. (a) Size of Drill Bit (inches)	10" & 12 1/2"					
(b) Estimated % Wash or Hole Enlargement Used in Calculations.						
*10. Size of Casing (inches O.D.)	8 5/8"					
*11. Top of Liner (if liner used) (ft.)						
*12. Setting Depth of Casing (ft.)	762					
13. Type API Class Cement & Amount of Additives Used: (a) In First (Lead) or Only Slurry (If additional space is needed, use "REMARKS" on reverse side.)	HLC w/ 6% SALT CLASS C					
(b) In Second Slurry	2/2% C. C.					
(c) In Third Slurry						
14. Sacks of Cement Used: (a) In First (Lead) or Only Slurry	166					
(b) In Second Slurry	100					
(c) In Third Slurry						
(d) Total Sacks of Cement Used	266					
15. Slurry Volume per Sack of Cement (cu.ft./sack): (a) In First (Lead) or Only Slurry	1.87					
(b) In Second Slurry	1.32					
(c) In Third Slurry						
16. Volume of Slurry Pumped: (cu.ft.) (Item 14 x Item 15) (a) In First (Lead) or Only Slurry	310					
(b) In Second Slurry	132					
(c) In Third Slurry						
(d) Total Slurry Volume Pumped (cu.ft.)	442					
17. Calculated Annular Height of Cement Slurry behind Pipe (ft.)	987					
18. Was cement circulated to ground surface (or bottom of cellar) outside casing? (Yes or No)	YES					
CEMENTING TO PLUG AND ABANDON DATA:	PLUG NO. 1	PLUG NO. 2	PLUG NO. 3	PLUG NO. 4	PLUG NO. 5	PLUG NO. 6
19. Cementing Date						
*20. Size of Hole or Pipe in which Plug Placed (inches)						
*21. Depth to Bottom of Tubing or Drill Pipe (ft.)						
22. Sacks of Cement Used (each plug)						
23. Slurry Volume Pumped (cu. ft.)						
24. Calculated Top of Plug (ft.)						
*25. Measured Top of Plug (if tagged) (ft.)						

(CEMENTING COMPANY AND OPERATOR MUST COMPLY WITH THE INSTRUCTIONS ON REVERSE SIDE HEREOF.)

- OVER -

* Designates items to be completed by Operator. Items not so designated shall be completed by Cementing Company.

RECEIVED OCT 21 1975

26. Remarks:

Remarks:

CEMENTING COMPANY

I declare under penalties prescribed in Article 6036c, R. C. S., that I am authorized to make this certification, that the cementing of casing and/or the placing of cement plugs in this well as shown in the report was performed by me or under my supervision, and that the cementing data and facts presented on both sides of this form are true, correct, and complete to the best of my knowledge. This certification covers cementing data only.

Signature of Cementer or Authorized Representative

J. V. ELLIOTT, CEMENTER
Name of Person and Title (type or print)

HALLIBURTON SERVICES
Cementing Company

DRAWER "Y"
Street Address or P.O. Box

MONAHANS, TEXAS 79756
City, State Zip Code

Telephone 915 943-2721
Area Code

10/14/75
Date

***OPERATOR**

I declare under penalties prescribed in Article 6036c, R. C. S., that I am authorized to make this certification, that I have knowledge of the well data and information presented in this report, and that data and facts presented on both sides of this form are true, correct, and complete to the best of my knowledge. This certification covers all well data and information presented herein.

*Signature of Operator or Authorized Representative

Ray Hill, Driller

*Name of Person and Title (type or print)

Dixon-Conner Oil Company

*Operator

P O Box 332

*Street Address or P.O. Box

Odessa, Texas 79760

*City, State Zip Code

*Telephone 915 337 7801
Area Code

10/23/75
*Date

INSTRUCTIONS

1. A. This form shall be filed by the operator in the RRC District Office with:
 - (1) Each copy of an initial Form G-1 or W-2 if a cementing report is required by Statewide or Special Rules, or if exception is needed to cementing requirements in Statewide or Special Rules;
 - (2) Each copy of Form W-3;
 - (3) Each copy of Form W-4 if a multiple parallel casing completion.
- B. At least an original and one copy of this form shall be filed for each cementing company used on a well.
- C. The cementing of different casing strings on a well by one cementing company may be consolidated on one form (to be filed in duplicate).
2. Cementing Company and Operator shall comply with the applicable portions of Statewide Rules 8, 13, and 14. For offshore operations, Cementing Company and Operator shall comply with Statewide Rule 13(E).
3. If setting FULL AMOUNT OF SURFACE CASING:
 - A. Depth to protect fresh water determined by:
 - (1) Field Rule
 - (2) Texas Water Development Board, if no Field Rule
 - B. Set surface casing below depth to be protected and cement from casing shoe to ground surface.
4. IF SETTING ANYTHING OTHER THAN THE FULL AMOUNT OF SURFACE CASING, PERMISSION SHALL BE OBTAINED FROM THE RAILROAD COMMISSION.
5. If setting NO SURFACE CASING (See Item 4 above.):
 - A. If no multi-stage tool is used, the next deeper casing string shall be cemented from the casing shoe to the surface.
 - B. If using the multi-stage tool on the next deeper string, cement from the depth that protects fresh water sands to the surface.
6. If setting SHORT SURFACE CASING (See Item 4 above.):
 - A. Cement short surface casing from the shoe to the surface.
 - B. Whether the multi-stage tool is or is not used on the next deeper casing string, cement from the depth that protects fresh water sands to:
 - (1) the surface, or
 - (2) a point midway between shoe of surface string and the surface. Compliance will be considered if a temperature survey shows that the top of the cement is at least one-third of the distance from the shoe of the surface string to the surface.
7. Setting PRODUCTION STRING of Casing: (Statewide Rules; Special Rules may vary.)
 - A. Cement to a point at least 600 feet above the casing shoe.
 - B. When 3,000 feet or more of pipe is set for the production or protecting string, a minimum of 30 feet of cement shall be left inside the pipe.
8. PLUGGING and ABANDONING:
 - A. Cement plugs shall be placed in the well bore as required by Rules and Regulations of the Commission plus any additional plugs as may be specified by the RRC District Director.
 - B. The minimum amount of cement normally used in each plug shall be a slurry volume equal to the amount necessary to fill the calculated volume of 100 feet of the hole in which the plug is placed.
 - C. A 10 foot cement plug is required to be placed in the top of the well.

RAILROAD COMMISSION OF TEXAS
OIL AND GAS DIVISION

Form No. P-5
(5/73)

RECEIVED

JUN 5 1976

ORGANIZATION REPORT

AMENDED: To correct company name

This is the initial and principal instrument that identifies an organization to the Commission. It is imperative that it be fully and correctly executed and filed before an organization initiates operations.

1. Full Name of the Company or Organization.

Dixon-Conner Oil Company

2. Post-office Address (Box or Street Address, City, State and Zip Code)

P. O. Box 332, Odessa, Texas 79760

3. (a) Plan of Organization (State whether organization is a corporation, joint stock association, firm or partnership, limited partnership, joint venture, individual, or trust)

Partnership

3. (b) Type of Operation (Oil and gas operator, transporter by pipeline and/or truck, directional surveyors, cycling plant, gasoline plant, salt water haulers, reclamation treating plant, carbon black plant, etc.)

Oil & Gas Operator

4. If a reorganization, give name and address of previous organization.

N/A

5. If a corporation or limited partnership, give: State where incorporated or registered

N/A

6A. If foreign corporation or limited partnership, give:

Date of permit or registration to do business in Texas

N/A

6B. If foreign corporation, give:

Name and post-office address of Texas agent

N/A

7. Officers, Directors, Trustees, Partners, Joint Venturers, and General Partners* (Required for all organizations except individuals)

TITLE

NAME

POST-OFFICE ADDRESS

Partner

R. G. Dixon

P.O.Box 332, Odessa, Tx 79760

Partner

Jack A. Conner

P. O. Box 332, Odessa, Tx 79760

*If separate Form P-5's are on file for each partner or joint venturer, clearly refer to complete organization names on file in this section.

I declare under penalties prescribed in Article 6036c, R.C.S., that I am authorized to make this report, that this report was prepared by me or under my supervision and direction, and that data and facts stated therein are true, correct, and complete, to the best of my knowledge.

March 3, 1976

Date

Dixon-Conner Oil Company

Company

P. O. Box 332

Street Address or P. O. Box

Odessa, Texas 79760

City, State

Zip Code

Signature

Name of Person (type or print)

Partner

Title of Person (If agent, attach certificate of authority signed by operator. See Section 3 on reverse side.)

Telephone: 915

Area Code

337-7801

Number

RAILROAD COMMISSION OF TEXAS
OIL AND GAS DIVISION

Form No. P-5
(5/73)

ORGANIZATION REPORT

This is the initial and principal instrument that identifies an organization to the Commission. It is imperative that it be fully and correctly executed and filed before an organization initiates operations.

1. Full Name of the Company or Organization.

Dixon & Conner Oil Company

2. Post-office Address (Box or Street Address, City, State and Zip Code)

P. O. Box 332, Odessa, Texas 79760

3. (a) Plan of Organization (State whether organization is a corporation, joint stock association, firm or partnership, limited partnership, joint venture, individual, or trust)

Partnership

3. (b) Type of Operation (Oil and gas operator, transporter by pipeline and/or truck, directional surveyors, cycling plant, gasoline plant, salt water haulers, reclamation treating plant, carbon black plant, etc.)

Oil and gas operator

4. If a reorganization, give name and address of previous organization.

N/A

5. If a corporation or limited partnership, give: State where incorporated or registered

N/A

6A. If foreign corporation or limited partnership, give:

Date of permit or registration to do business in Texas

N/A

6B. If foreign corporation, give:

Name and post-office address of Texas agent

N/A

7. Officers, Directors, Trustees, Partners, Joint Venturers, and General Partners* (Required for all organizations except individuals)

TITLE

NAME

POST-OFFICE ADDRESS

Partner

R. G. Dixon

Box 332, Odessa, Texas 79760

Partner

Jack A. Conner

Box 332, Odessa, Texas 79760

*If separate Form P-5's are on file for each partner or joint venturer, clearly refer to complete organization names on file in this section.

I declare under penalties prescribed in Article 6036c, R.C.S., that I am authorized to make this report, that this report was prepared by me or under my supervision and direction, and that data and facts stated therein are true, correct, and complete, to the best of my knowledge.

September 16, 1975

Date

Dixon & Conner Oil Company

Company

P. O. Box 332

Street Address or P. O. Box

Odessa, Texas 79760

City, State

Zip Code

Signature

R. G. Dixon

Name of Person (type or print)

Partner

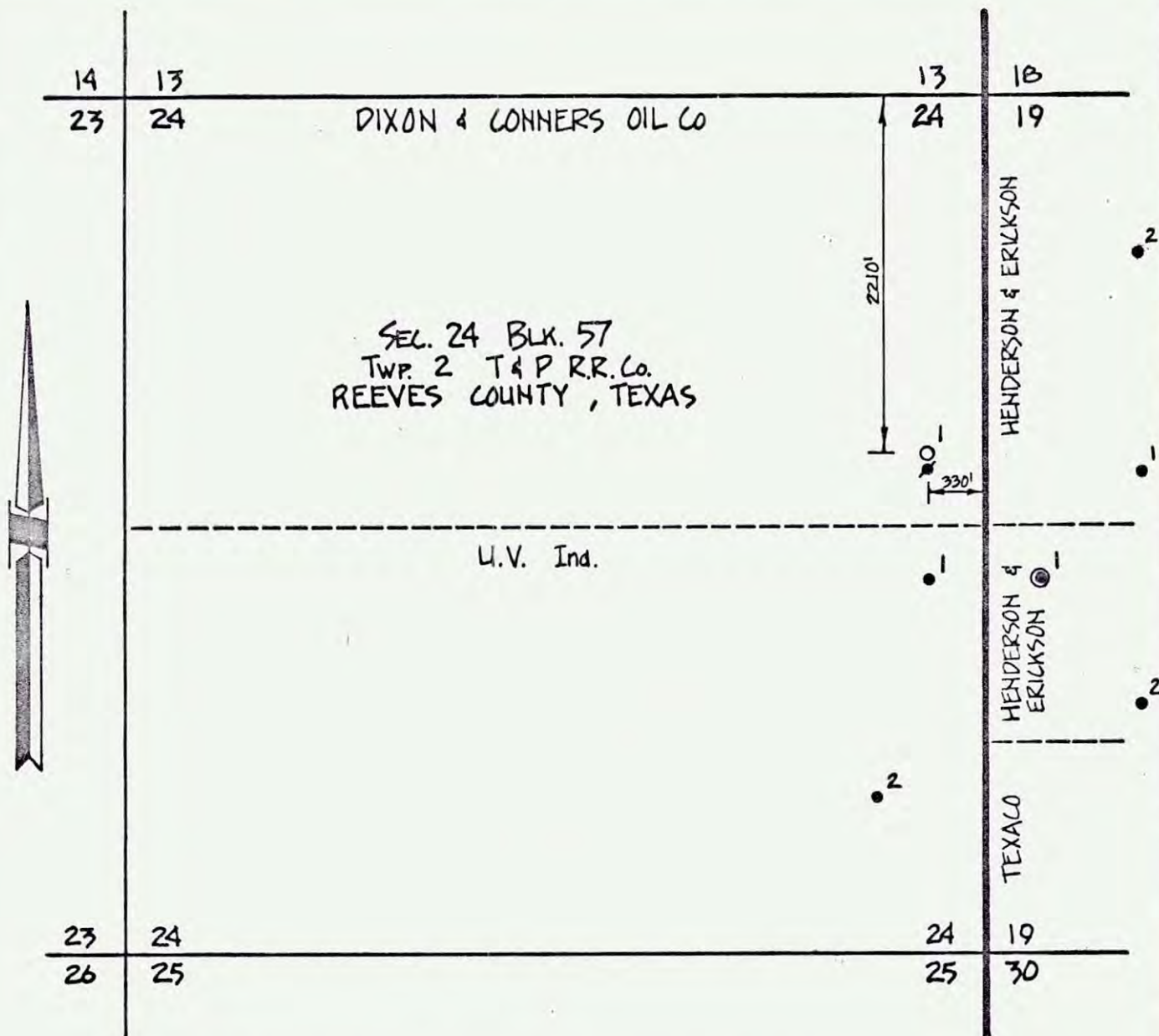
Title of Person (If agent, attach certificate of authority signed by operator. See Section 3 on reverse side.)

Telephone: 915

Area Code

337-7801

Number



PLAT OF DIXON AND CONNER OIL Co's NO. 1 STATE,
LOCATED 330' FROM THE EAST LINE & 2210' FROM THE
NORTH LINE, IN SECTION 24, BLOCK 57, TWP 2,
T & P R.R. Co., REEVES COUNTY, TEXAS.

SCALE: 1" = 1000'

DATE: SEPT 10, 1975

The foregoing plat represents a survey
as made by me on the ground, this date,
according to law.

Fred P. Armstrong
REGISTERED PUBLIC SURVEYOR



RECEIVED

JUN 5 1976

Central Land Office

API #

RAILROAD COMMISSION OF TEXAS

ADMINISTRATIVE SERVICES

LARRY C. WILLIMACK,
Chief of Services

BEN RAMSEY, Chairman
MACK WALLACE, Commissioner
JIM C. LANGDON, Commissioner



ERNEST O. THOMPSON BUILDING

CAPITOL STATION - P. O. DRAWER 12967

AUSTIN, TEXAS 78711

March 8, 1976

Dixon-Conner Oil Company
P. O. Box 332
Odessa, TX 79760

NOTICE
NO ALLOWABLE WILL BE ASSIGNED unless well protects all fresh watersands with sufficient surface casing. Where Commission rules do not specify surface casing requirements, contact the Texas Water Development Board for depth to which fresh water sands must be protected.

PERMIT TO DRILL, DEEPEN OR PLUG BACK ON REGULAR LOCATION

Permission is hereby granted to (drill ~~deepen or plug back~~) as a regular location the following well for which application has been received. Form W-1 (Dated) March 3, 1976

Lease Name Guy Caldwell Well No. 1

Located in Sec. 24, Blk. 57, T-2, T & P Survey
(Survey, Section, Block, Etc.)

Field Name Olds (Delaware) County Reeves

Limitations: AMENDED TO CORRECT COMPANY AND LEASE NAME

RECEIVED

JUN 5 1976

Should the applicable Commission spacing rule be changed prior to commencement of actual drilling operations so that the designated location thereby becomes irregular, then the above permit shall be nullified and a special Commission permit will be required to carry out such operation at the location shown. This permit shall expire one (1) year from the date of issuance, unless actual drilling operations have commenced, or an extension of the permit for an additional one (1) year period is requested and granted prior to such expiration date.

Based upon the representations made on the above Form W-1 and those made on any plat or plats filed therewith, it is believed that the operation indicated, when carried out at that point which you have represented to be the location of the above designated Well, complies as of the date thereof, with the provisions of the applicable spacing rule SUBJECT TO THE LIMITATIONS, IF ANY, SET OUT ABOVE. Compliance with the applicable Commission spacing rule renders it unnecessary that you secure a special Commission permit to cover this indicated operation at the location shown, the same being classed as regular.

If there are outstanding permits covering operations which have not actually been started as of the date of filing of Form W-1 above described and which, if started, would impair the regularity of this operation, then the permit covering that location on which the actual process of carrying out this indicated operation is first begun shall prevail, and all other such outstanding permits shall be nullified.

DISTRICT OFFICE MUST BE NOTIFIED TWENTY-FOUR (24) HOURS PRIOR TO INITIATION OF ANY DRILLING OPERATIONS.

Yours truly,

Larry C. Willimack,
Chief of Services

INQUIRIES:

Bob Cook
(512) 475-2458

RECEIVED MAR - 9 1976

16

M.B. 65359
CORRESPONDENCE

To
Dixon-Conner Oil
From
6-3-76
Date

RECEIVED

MAY 8 1976

General Land Office

FILE NO. 81

PHILLIPS PETROLEUM COMPANY TO MARTHA JACKSON

PARTIAL ASSIGNMENT OF OIL AND GAS LEASE

KNOW ALL MEN BY THESE PRESENTS:

This Assignment, made and entered into this 22nd day of September, 1975, by and between Phillips Petroleum Company, a Delaware corporation with an operating office at Bartlesville, Oklahoma, hereinafter referred to as "Assignor," and Martha Jackson, P. O. Box 1079, Kermit, Texas 79745, hereinafter referred to as "Assignee,"

W I T N E S S E T H:

THAT, Assignor is owner of a certain oil and gas lease insofar as the same covers the lands described in Exhibit "A" hereto attached and by this reference made a part hereof, which oil and gas lease is briefly described in Exhibit "A." Reference is here made to said oil and gas lease and to the record thereof for all terms and covenants thereof.

THAT, for and in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, and subject to the conditions, covenants, reservations and exceptions set forth herein and in the agreement hereinafter referred to, Assignor does hereby assign and transfer to Assignee, without representation or warranty of title, either express or implied, all of its right, title and interest in and to the oil and gas lease described in Exhibit "A" insofar as said oil and gas lease covers and pertains to the oil, gas and casinghead gas, and all rights pertaining thereto in the lands specifically described in Exhibit "A" from the surface of the ground down to and including three thousand two hundred (3,200) feet below the surface of the ground, the rights herein assigned will hereinafter sometimes be referred to as the "assigned premises." Such assignment is subject to the following terms and conditions:

A. Assignee hereby agrees to reassign to Assignor all rights conveyed by this instrument at any time there has occurred a lapse of thirty (30) days without operations for the drilling or completion of a well for oil and/or gas on the assigned premises prior to production of oil and/or gas from some part of the assigned premises.

B. Assignee hereby agrees that at any time after Assignee has established production of oil and/or gas from the assigned premises there occurs a lapse of 90 days without Assignee's conducting operations for drilling or completion of a well for oil and/or gas on the assigned premises, Assignee shall reassign to Assignor all rights conveyed to Assignee by this instrument except those in any quarter-quarter section on which there is a well capable of producing oil and/or gas.

MAY 8 1976

General Land Office

Vol 341 p. 540

C. If Assignee completes any well on a quarter-quarter section of the assigned premises as a producer of oil and/or gas and such well has a total depth of less than 3100 feet below the surface, Assignee shall reassign to Assignor all rights conveyed to Assignee by this instrument in that quarter-quarter section from 100 feet below the total depth drilled in that well down to and including 3200 feet below the surface.

D. Assignee hereby agrees to reassign to Assignor all rights conveyed to Assignee by this instrument from the surface of the ground down to and including three thousand two hundred (3,200) feet below the surface of the ground on each quarter-quarter section of the assigned premises on which a well is drilled to its projected depth and plugged and abandoned as a dry hole.

E. In the event any reassignment from Assignee to Assignor as provided above in paragraphs A through D are not forthcoming from Assignee when due, or if delivered in any form not satisfactory in all respects to Assignor's attorneys, Assignor shall have the right from time to time to file a "Notice of Termination of Assignment" in the records of Reeves County, Texas, and in such event, the assignment from Phillips to Second Party shall be of no further force and effect as to the rights in the lands described in such "Notice of Termination of Assignment." The filing of such a "Notice of Termination of Assignment" shall not relieve Assignee of its obligation to properly execute and deliver instrument or instruments reassigning such rights to Phillips, but such obligation shall continue until Assignee shall have done so.

F. Assignor excepts from the within assignment and reserves and retains unto itself, its successors and assigns, all rights under said oil and gas lease not herein expressly assigned unto Assignee.

G. Assignor also excepts from the within assignment and reserves and retains unto itself, its successors and assigns, as an overriding royalty one thirty-second of eight-eighths ($1/32$ of $8/8$) of all oil, gas and casinghead gas produced and saved from the lands described in Exhibit "A" from the depths herein assigned to Assignee. Said overriding royalty shall be delivered to Assignor in the pipe line to which the well or wells on said assigned premises may be connected, free and clear of all risks incident to and all expense of drilling, testing, developing, operating and maintaining the assigned premises, and free and clear of all liens, transportation charges, storage charges and other charges and expenses, and free and clear of all taxes, except that said overriding royalty interest shall bear its proportionate part of any gross production, severance and ad valorem taxes. The proceeds of said overriding royalty interest shall be paid directly to Assignor at its office at Bartlesville, Oklahoma, by the purchaser or purchasers of said production.

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H. This assignment is made expressly subject to all of the terms and provisions of that certain Agreement between Assignor and Assignee dated August 14, 1975, reference to which is here made for all purposes and which is included herein by reference as though fully set out; special reference being here made to paragraphs XIII and XVII-B thereof, provided that such special reference to those two paragraphs shall in no way limit the applicability to this Assignment of all the other terms and provisions of said Agreement.

SIGNED, EXECUTED and DELIVERED this 22nd day of September, 1975.

ASSIGNOR:

PHILLIPS PETROLEUM COMPANY

By Fred Forward
Fred Forward, Attorney-in-Fact

ASSIGNEE:

Martha Jackson
MARTHA JACKSON

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VOL 341 p. 557

THE STATE OF TEXAS

I

COUNTY OF ECTOR

I

BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared FRED FORWARD, Attorney-in-Fact for PHILLIPS PETROLEUM COMPANY, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that the same was the act of the said PHILLIPS PETROLEUM COMPANY, a corporation, and that he executed the same as the act of such corporation for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 22nd day ofSeptember, 1975.

June Chase
Notary Public in and for Ector
County, Texas

THE STATE OF TEXAS

I

COUNTY OF

I

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

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 29th day of September 1975.

Martha Speer MARTHA SPEER
Notary Public in and for WINKLER
County, Texas

THE STATE OF TEXAS

County of REEVES

I, CATHERINE ASHLEY, Clerk

of the County Court of Reeves County, Texas, do hereby certify that
the foregoing is a true and correct copy of the original RECORDED PARTIAL ASSIGNMENT OF
OIL AND GAS LEASE FROM PHILLIPS PETROLEUM COMPANY TO MARTHA JACKSON,

as the same appears of record in my office in book 341 page 543, O&G Records.

Given under my Hand and Seal of said Court, at office in Pecos, Texas

this 30th day of April 19 76

CATHERINE ASHLEY Clerk,

By *Quinn J. Freeman* Deputy.

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EXHIBIT "A"

DESCRIPTION OF ACREAGE AND OIL AND GAS LEASE ATTACHED TO AND MADE A PART OF PARTIAL ASSIGNMENT OF OIL AND GAS LEASE BETWEEN PHILLIPS PETROLEUM COMPANY AND MARTHA JACKSON DATED THE 22nd DAY OF September, 1975

DESCRIPTION OF ACREAGE ASSIGNED

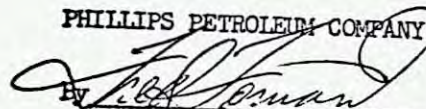
The North Half (N/2) of Section 24, Block 57, Township 2 South, T. & P. Ry. Co. Survey, Reeves County, Texas, subject to the depth limitation set out in the Agreement between Assignor and Assignee dated August 14, 1975.

DESCRIPTION OF OIL AND GAS LEASE

Dated: October 15, 1970
 Lessor: Guy Caldwell, et al
 Lessee: Phillips Petroleum Company
 Covering: Land described above
 Overriding Royalties, Production Payments and Other Encumbrances: None, except that reserved herein
 Recorded: Volume 301, page 110, Oil and Gas Lease Records, Reeves County, Texas

SIGNED FOR IDENTIFICATION:

PHILLIPS PETROLEUM COMPANY



Fred Forward, Attorney-in-Fact

Filed for record on the 8th day of January A.D. 1976 at

11:00 A. M. Duly recorded on the 12th day of January A.D. 1976 at 10:30 A. M.

CATHERINE ASHLEY, County Clerk,
 Reeves County, Texas.

By Bruce G. Freeman DEPUTY

(17)

M 65359

Assignment

File Dated 5-8-76

Bob Armstrong, Commissioner

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\$5.00

DATE 5-8-76

Reg. No. 92229

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General Land

FILE NO. 1446 MARTHA JACKSON, ET AL TO JACK A. CONNER, ET AL

PARTIAL ASSIGNMENT OF OIL AND GAS LEASE

KNOW ALL MEN BY THESE PRESENTS:

This Assignment, made and entered into this 11th day of October, 1975, by and between Martha Jackson, P. O. Box 1079, Kermit, Texas, 79745, hereinafter referred to as "Assignor", and R. G. Dixon and Jack A. Conner, doing business as Dixon and Conner Oil Co., PO Box 332 Odessa Tx 79760, Texas, hereinafter referred to as "Assignee",

WITNESSETH:

That, Assignor is owner of a certain oil and gas lease insofar as the same covers the lands described in Exhibit "A" hereto attached and by this reference made a part hereof, which oil and gas lease is briefly described in Exhibit "A". Reference is here made to said oil and gas lease and to the record thereof for all terms and covenants thereof.

That, for and in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, and subject to the conditions, covenants, reservations and exceptions set forth herein and in the agreement hereinafter referred to, Assignor does hereby assign and transfer to Assignee, without representation or warranty of title, either express or implied, all of her right, title and interest in and to the oil and gas lease described in Exhibit "A" insofar as said oil and gas lease covers and pertains to the oil, gas and casinghead gas, and all rights pertaining thereto in the lands specifically described in Exhibit "A" from the surface of the ground down to and including three thousand two hundred (3,200) feet below the surface of the ground, the rights herein assigned will hereinafter sometimes be referred to as the "assigned premises." Such assignment is subject to the following terms and conditions:

A. Assignee hereby agrees to reassign to Assignor all rights conveyed by this instrument at any time there has occurred a lapse of

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thirty (30) days without operations for the drilling or completion of a well for oil and/or gas on the assigned premises prior to production of oil and/or gas from some part of the assigned premises.

B. Assignee hereby agrees that at any time after Assignee has established production of oil and/or gas from the assigned premises there occurs a lapse of ninety (90) days without Assignee's conducting operations for drilling or completion of a well for oil and/or gas on the assigned premises, Assignee shall reassign to Assignor all rights conveyed to Assignee by this instrument except those in any quarter-quarter section on which there is a well capable of producing oil and/or gas.

C. If Assignee completes any well on a quarter-quarter section of the assigned premises as a producer of oil and/or gas and such well has a total depth of less than three thousand one hundred (3,100) feet below the surface, Assignee shall reassign to Assignor all rights conveyed to Assignee by this instrument in that quarter-quarter section from one hundred (100) feet below the total depth drilled in that well down to and including three thousand two hundred (3,200) feet below the surface.

D. Assignee hereby agrees to reassign to Assignor all rights conveyed to Assignee by this instrument from the surface of the ground down to and including three thousand two hundred (3,200) feet below the surface of the ground on each quarter-quarter section of the assigned premises on which a well is drilled to its projected depth and plugged and abandoned as a dry hole.

E. In the event any reassignment from Assignee to Assignor as provided above in paragraphs A through D are not forthcoming from Assignee when due, or if delivered in any form not satisfactory in all respects to Assignor's attorneys, Assignor shall have the right from time to time to file a "Notice of Termination of Assignment" in the records of Reeves County, Texas, and in such event, the assignment

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from Jackson to Dixon and Conner Oil Co. shall be of no further force and effect as to the rights in the lands described in such "Notice of Termination of Assignment". The filing of such a "Notice of Termination of Assignment" shall not relieve Assignee of its obligation to properly execute and deliver instrument or instruments reassigning such rights to Jackson, but such obligation shall continue until Assignee shall have done so.

F. There is excepted from the within assignment all rights under said oil and gas lease not herein expressly assigned unto Assignee.

G. Assignor excepts from the within assignment and reserves and retains unto herself, her heirs and assigns, an overriding royalty of three-thirty-seconds of eight-eighths ($3/32$ of $8/8$) of all oil, gas and casinghead gas produced and saved from the lands described in Exhibit "A" from the depths herein assigned to Assignee. Said overriding royalty shall be delivered to Assignor in the pipe line to which the well or wells on said assigned premises may be connected, free and clear of all risks incident to and all expense of drilling, testing, developing, operating and maintaining the assigned premises, and free and clear of all liens, transportation charges, storage charges and other charges and expenses, and free and clear of all taxes, except that said overriding royalty interest shall bear its proportionate part of any gross production, severance and ad valorem taxes. The proceeds of said overriding royalty interest shall be paid directly to Assignor at Kermit, Texas, by the purchaser or purchasers of said production.

H. This assignment is made expressly subject to all of the terms and provisions of that certain Agreement between Assignor and Assignee dated September 15, 1975, reference to which is here made for all purposes and which is included herein by reference as though fully set out; special reference being here made to paragraphs XIII

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and XVII-B of an agreement attached thereto between Phillips Petroleum Company and Martha Jackson, dated August 14, 1975, provided that such special reference to those two paragraphs shall in no way limit the applicability to this Assignment of all the other terms and provisions of said Agreement.

Signed, executed and delivered this the 11th day of October, 1975.

ASSIGNOR:

Martha Jackson
Martha Jackson

ASSIGNEE:

DIXON AND CONNER OIL CO.

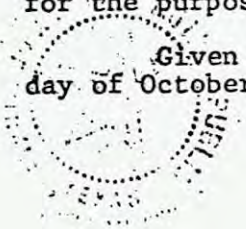
R. G. Dixon
R. G. Dixon, Owner

Jack A. Conner
Jack A. Conner, Owner

THE STATE OF TEXAS)
COUNTY OF WINKLER)

Before me, the undersigned authority, on this day personally appeared Martha Jackson, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that she executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office, this the 16th day of October, 1975.



Martha Spence
MARTHA SPENCE Notary Public
in and for said County and State

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THE STATE OF TEXAS)
COUNTY OF ECTOR)
Before me, the undersigned authority,
on this day personally appeared R. G.
Dixon, known to me to be the person
whose name is subscribed to the fore-
going instrument, and acknowledged to me that he executed the same
as an Owner of Dixon and Conner Oil Co., for the purposes and con-
sideration therein expressed, and in the capacity therein stated.

Given under my hand and seal of office, this the 11
day of October, 1975.

Ernest Hazel Blevins
Notary Public
in and for said County and State.



THE STATE OF TEXAS)
COUNTY OF ECTOR)
Before me, the undersigned authority,
on this day personally appeared Jack
A. Conner, known to me to be the
person whose name is subscribed to
the foregoing instrument, and acknowledged to me that he executed
the same as an Owner of Dixon and Conner Oil Co., for the purposes
and consideration therein expressed, and in the capacity therein
stated.

Given under my hand and seal of office, this the 11
day of October, 1975.

Ernest Hazel Blevins
Notary Public
in and for said County and State.



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EXHIBIT "A"

DESCRIPTION OF ACREAGE AND OIL AND GAS LEASE ATTACHED TO AND MADE A PART OF PARTIAL ASSIGNMENT OF OIL AND GAS LEASE BETWEEN MARTHA JACKSON AND DIXON AND CONNER OIL CO. DATED THE 11th DAY OF OCTOBER, 1975.

DESCRIPTION OF ACREAGE ASSIGNED

The North Half (N/2) of Section Twenty-four (24), Block Fifty-seven (57), Township 2, T & P Railway Co. Survey, Reeves County, Texas, subject to the depth limitation set out in the Agreement between Assignor and Assignee dated August 14, 1975.

DESCRIPTION OF OIL AND GAS LEASE

Dated:	October 15, 1970
Lessor:	Guy Caldwell, et al
Lessee:	Phillips Petroleum Company
Covering:	Land described above
Overriding Royalties, Production Payments and Other Encumbrances:	None, except that reserved herein
Recorded:	Volume 301, Page 110, Oil and Gas Lease Records, Reeves County, Texas

SIGNED FOR IDENTIFICATION:

Martha Jackson
Martha Jackson, Assignor

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G. F. 19350

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General Land Office

FO-3

Form 2637 9-72

AGREEMENT

THIS AGREEMENT, made and entered into this 14th day of August, 19 75, by and between PHILLIPS PETROLEUM COMPANY, a Delaware corporation, with an operating office at Bartlesville, Oklahoma, Party of the First Part, hereinafter called "Phillips", and

Martha Jackson

P. O. Box 1079

Kermit, Texas 79745

Party of the Second Part, hereinafter called "Second Party", whether one or more.

Phillips is the owner of a certain oil and gas lease (or leases) insofar as the same covers the lands described in Exhibit "A" hereto attached and by reference made a part hereof, which oil and gas lease (or leases) is briefly described in Exhibit "A". Reference is made to said lease (or leases) and to the record thereof for all of the terms and covenants thereof.

Phillips desires to have the lands above referred to tested for oil and gas production and Second Party has expressed its willingness to make such a test on the terms and under the condition hereinafter set out.

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth and further in consideration of the mutual benefits to Phillips and Second Party, the parties hereto agree as follows:

ITEST WELL

Second Party agrees that on or before September 15, 1975 it will commence or cause to be commenced the actual drilling of a well for oil and gas at the following location: at a

location of Second Party's selection on the North Half (N/2) of Section 24, Block 57,

T-2, T&P Ry. Co. Survey, Reeves County, Texas

and that it will thereafter continue the drilling of said well with due diligence to the following depth: to a depth sufficient to thoroughly test the Olds field pay of the Delaware formation, which is expected to require the drilling to a depth of approximately three thousand one hundred (3,100) feet below the surface of the ground.

Said well shall be completed to produce into the tanks or pipe line to which it may be connected, or, if a dry hole, shall

be plugged and abandoned and the premises restored in a lawful manner within due diligence ~~days~~ ~~from the date of completion of the drilling of said well~~ shall be drilled, tested and completed or, if a dry hole, shall be plugged and abandoned and the premises restored in a good and workmanlike manner, including the removal of all leasehold material and debris placed on said premises by Second Party and the restoration of the property by filling and leveling the cellar and slush pits, and all drilling and other operations shall be performed at the sole cost, risk and expense of Second Party.

IIASSIGNMENT

In the event the well for which provision is made in Article I hereof shall be commenced, drilled and completed to the total depth therein specified ~~as a producer of oil and/or gas~~ within the time and in the manner provided in this agreement, and provided that Second Party shall have fully complied with all of the other terms and provisions of this agreement, and provided further Second Party shall have furnished Phillips with evidence satisfactory to it that all bills for labor and material in connection with Second Party's operations have been fully paid, then and thereupon, Phillips agrees, subject to the conditions, exceptions, reservations, covenants and agreements hereinafter set forth, to assign and transfer unto Second Party, without representation or warranty of title, either express or implied, all of its right, title and interest in and to the oil and gas lease (or leases) described in Exhibit "A" insofar as said oil and gas lease (or leases) covers and pertains to the oil, gas and casinghead gas, and all rights pertaining thereto, in the ~~quarter-quarter section of~~ ~~lands specifically described in~~

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on which said well is located
 Exhibit "A" from the surface of the ground down to and including one hundred feet below
the total depth drilled in the well; however, such depth shall in no event exceed three
thousand two hundred feet below the surface

the rights to be assigned will hereinafter sometimes be referred to for convenience as the "assigned premises". All rights not so assigned to Second Party shall be expressly excepted and reserved unto Phillips, its successors and assigns. Said assignment shall be made subject to all overriding royalties, production payments and other encumbrances described in Exhibit "A" as well as any additional valid and existing overriding royalties, production payments and other encumbrances which may appear of record. Said assignment shall be made expressly subject to the terms and provisions of this agreement.

III

RESERVATION OF OVERRIDING ROYALTY

Phillips shall except from said assignment and reserve and retain unto itself, its successors and assigns, as an overriding royalty: One thirty-second of eight-eighths ($1/32$ of $8/8$) of all oil, gas and casinghead gas produced and saved from each quarter-quarter section assigned of the lands described in Exhibit "A".

Said overriding royalty shall be delivered to Phillips in the pipe line to which the well or wells on said assigned premises may be connected, free and clear of all risks incident to and all expense of drilling, testing, developing, operating and maintaining the assigned premises, and free and clear of all liens, transportation charges, storage charges and other charges and expenses, and free and clear of all taxes, except that said overriding royalty interest shall bear its proportionate part of any gross production, severance and ad valorem taxes. The proceeds of said overriding royalty interest shall be paid monthly direct to Phillips at its office at Bartlesville, Oklahoma, by the purchaser or purchasers of said production.

IV

PERFORMANCE OF COVENANTS

Second Party agrees to accept the aforementioned assignment subject to all of the terms, provisions and conditions hereof and of the oil and gas lease (or leases) described in Exhibit "A" and of intermediate assignments thereof, if any, and Second Party assumes and agrees to fully comply with and timely perform each and every duty, obligation and covenant, both express and implied, provision and condition of said oil and gas lease (or leases) and of intermediate assignments thereof, if any, imposed upon the lessee and/or assignee thereby insofar as concerns the assigned premises, and Second Party agrees to drill any and all wells which may be necessary to protect the assigned premises from drainage by wells on adjacent lands. Second Party further agrees to save, protect and hold Phillips harmless at all times from all damages and all penalties which may arise or be adjudged against it on Second Party's failure or refusal to comply fully

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and faithfully with each and every duty, obligation and covenant of said lease (or leases) and of intermediate assignments thereof, if any, imposed upon the lessee and/or assignee thereby insofar as concerns the assigned premises.

V

INSURANCE AND INDEMNITY

Second Party at all times during the life of this agreement shall:

Comply with all applicable Federal and State Workmen's Compensation Act or Acts; and shall purchase and maintain the following insurance:

- (a) General Public Liability Insurance, including contractor's protective liability insurance, with bodily injury limits of not less than \$100,000 each person, \$300,000 any one accident and property damage limit of not less than \$100,000 any one accident;
- (b) Automobile Public Liability Insurance with bodily injury limits of not less than \$100,000 each person and \$300,000 any one accident and property damage limit of not less than \$100,000 any one accident;
- (c) Such additional insurance, if any, as may be required under Article XVII.

No recitation of any amount or amounts herein shall be construed to in any manner limit Second Party's liability under this agreement.

Prior to commencing any operations under this agreement, Second Party shall furnish certificates satisfactory to Phillips certifying full compliance with the above requirements. Certificates of insurance shall specify that in the event of cancellation or material change in coverage at least ten (10) days' prior written notice shall be given Phillips at its Exploration office at Odessa, Texas.

Second Party agrees to indemnify Phillips and save and hold it harmless from and against any and all claims for property damage of all character including, but not limited to, damages caused to land, stock, crops, fences, buildings, structures and other improvements, from and against any and all claims for damages or injuries to persons including, but not limited to, employees of Second Party resulting from or arising out of the operations conducted or caused or permitted to be conducted by Second Party on or in connection with the lands described in Exhibit "A", and from and against any and all claims for labor and materials and any other costs and expense in connection with Second Party's operations hereunder which are not expressly assumed by Phillips in this agreement.

VI

CONCURRENT RIGHTS OF INGRESS AND EGRESS

The parties hereto, their successors and assigns, shall have equal and concurrent rights of ingress and egress on the lands described in Exhibit "A" for the purpose of exploring for, drilling for, mining, producing and marketing the minerals owned by each of the parties hereto in their respective depths under the oil and gas lease (or leases) described in Exhibit "A". And further said parties shall own and hold equally any and all rights granted by said oil and gas lease (or leases) as incident to and for the purpose of mining, exploring for, drilling for and producing the minerals owned by them in their respective depths, including the right to lay and maintain pipe lines, water lines, dig pits, erect structures and to do and perform any and all other things incident to the rights and interests of the parties hereto in their respective depths. The aforesaid rights shall be exercised in such a manner as not to interfere unduly with the similar rights of the other party hereto.

VII

RELINQUISHMENT OF RESERVED RIGHTS

In the event Phillips elects to surrender or relinquish the leasehold estate not assigned to Second Party pursuant to the provisions of Article II hereof in all or any part of the lands described in Exhibit "A", it may at its election execute and deliver unto Second Party an assignment, without warranty of title, either express or implied, of said reserved leasehold estate in that part of said lands which Phillips desires to surrender or relinquish. Second Party agrees to accept such assignment and file the same for record in the county (ies) or parish (es) where said land is located; such assignment shall not affect any other interests, reservations or rights of Phillips provided for in this agreement.

VIII

DELAY RENTALS AND SHUT-IN WELL PAYMENTS

So long as Phillips retains the leasehold estate not assigned to Second Party pursuant to the provisions of Article II hereof in any of the lands described in Exhibit "A" Phillips shall pay all delay rentals which may become due and payable under the terms of the lease (or leases) described in Exhibit "A" necessary to maintain the same in force as to the lands in which the leasehold estate of Phillips is so retained; provided, Phillips shall not be liable to any extent for erroneous payment or inadvertent failure to pay any such delay rentals. Upon being billed therefor Second

Party shall reimburse Phillips for one-half (1/2) of all delay rentals so paid on the acreage subject to this agreement. Second Party, at its sole cost, agrees to timely pay any and all shut-in well payments necessary to maintain in force the oil and gas lease (or leases) described in Exhibit "A" with respect to any well or wells drilled by Second Party on the assigned premises. Second Party agrees to immediately notify Phillips by Western Union telegram to its Exploration office at Bartlesville, Oklahoma, at any time a well is completed on the assigned premises which is capable of producing but is not produced and at any time production from the assigned premises ceases for any reason.

Second Party agrees to immediately furnish to Phillips at its Exploration office at Bartlesville, Oklahoma, a photostatic copy of any and all instruments of whatsoever character served on Second Party which evidence a change in the ownership of delay rentals or royalties payable under the oil and gas lease (or leases) described in Exhibit "A".

If after the completion of the test well provided for above one party hereto desires to continue a lease in force and effect by the payment of delay rentals and the other party does not desire to join in the payment of such rentals, then the party not desiring to join in the payment of such rentals shall notify the other party in writing at its address hereinabove given at least thirty (30) days prior to the rental payment date given in said lease. The party receiving said notice shall have fifteen (15) days after receipt thereof within which to elect to receive an assignment of the lease insofar as the same covers lands described in Exhibit "A" from the party who elects not to pay delay rentals. In the event Second Party does not elect to pay delay rentals and it is not then in default in the performance of its duties and obligations under the terms of said lease and under the terms of this agreement, and Phillips shall have elected to

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receive an assignment from Second Party, then Second Party, upon receipt of notice thereof, shall execute, acknowledge and deliver unto Phillips a proper assignment of said lease covering its entire interest therein, warranting the same to be free and clear of all liens, claims, clouds and encumbrances caused, suffered or created by, through or under Second Party. In the event Phillips shall elect not to pay delay rentals, then upon receipt of notice that Second Party desires an assignment, Phillips shall execute, acknowledge and deliver unto Second Party a proper assignment of the leasehold estate not assigned to Second Party pursuant to the provisions of Article II hereof in and to said lease insofar as the same covers the lands described in Exhibit "A"; such assignment shall not affect any other interests, reservations or rights of Phillips provided for in this agreement. In the event, however, both parties elect not to pay delay rentals under said lease, they shall execute a joint release thereof.

IX

GEOLOGICAL DATA

Representatives of Phillips shall have access to all wells, including the test well provided for above, which may be drilled, worked over, deepened or plugged back on the assigned premises, and acreage pooled therewith and the logs thereof at any and all times and shall be furnished with samples from such horizons in such wells as may be requested by Phillips and such drilling reports, reports relating to work-over, deepening or plugging back operations and other information regarding the progress of said wells as may be desired by Phillips. If said test well shall be drilled with rotary tools, tests shall be made at intervals of five hundred (500) feet from the top of the hole to the ultimate depth thereof to determine the angle of deflection of the hole from vertical, and Second Party agrees to maintain the hole within four degrees (4°) of the vertical. Second Party agrees to save representative formation samples at approximately ten (10) foot intervals in said test well and all other wells drilled on the assigned premises and to keep the drilling mud in condition to bring representative samples to the surface. Phillips shall have the right to make velocity determinations or other physical measurements in any and all wells drilled on the assigned premises, said determinations or measurements to be made at the expense and upon the responsibility of Phillips. Second Party agrees to have an electrical log survey made, by a reputable and qualified service company, of the test well provided for above and all other wells drilled on the assigned premises from the base of the shallowest surface casing to the greatest depth to which each of said wells is finally drilled. Second Party shall furnish Phillips with copies of all logs made in connection with the drilling of said test well and all other wells drilled on the assigned premises, including drillers' logs, electrical logs and other logs containing information desired by Phillips; provided, however, that all electrical logs shall be furnished to Phillips immediately upon the completion of an electrical log survey. Second Party shall, in a good and workmanlike manner, core or test promptly all prospective oil and/or gas formations which may be encountered in the drilling of said test well. If Second Party shall take any cores while drilling said test well, it shall furnish Phillips with representative samples thereof and Phillips shall have the right to run core analyses on all such samples. If Second Party shall make any drill stem tests in said test well, it shall furnish Phillips with the details of all such tests. In the event any show of oil and/or gas is encountered in the drilling of said test well, Second Party forthwith and before drilling or testing the formation where

the show was encountered shall notify Phillips at its Exploration office at Odessa, Texas

, in sufficient time that Phillips may, if it so desires, have a representative present when such formation is penetrated and/or tested.

In the event any well or wells drilled pursuant to this agreement shall be drilled on acreage other than the assigned premises, including but not limited to a unit well drilled on a unit of which the assigned premises or any portion thereof is a part, all of the provisions of this Article IX relating to the test well shall apply to such well if it is the test well and all of such provisions relating to a well other than the test well shall apply to such well if it is a well other than the test well.

X

LOCATION NOTICE

Second Party shall notify Phillips at its Exploration office at Odessa, Texas, in writing, at once, of (a) the location of the well for which provision is hereinbefore made, when fixed, by giving the distances and directions thereof from at least two governmental or recognized survey lines, and (b) the date of spudding (commencement of actual drilling) of said well.

XI

CALL ON PRODUCTION

Phillips shall have the right at all times and from time to time, at its election, to purchase all or any part of the production from any wells drilled on any portion of the assigned premises at Phillips' posted field price for crude oil and/or distillate of like grade and gravity produced in the field; at the market value at the mouth of the well at the time of production for dry or gas well gas; and on the basis of and under the terms of Phillips' standard form of casinghead gas contract for casinghead gas.

In addition to the call on production provided for above, and in the event such call on production is not exercised as to gas well gas and/or casinghead gas Phillips shall also have the exclusive right at all times and from time to time, at its election, to purchase the right to process, or have processed, all or any part of the gas well gas and/or casinghead gas production from any wells drilled on any portion of the assigned premises. In any sale or disposition of its share of gas from acreage covered hereby, Second Party will retain the right to process or have processed the natural gas stream for the extraction of natural gas liquids and to retain the liquids removed by such processing. Such right to process, or have processed, shall permit the location of processing facilities at any point selected by Phillips on the gas purchaser's system downstream from the wellhead, which point shall generally be in or near the field of production but which may be sufficiently removed from place of production as to permit the construction of a processing plant under normal conditions on hard ground (whether or not other gas may have been commingled with gas hereunder prior to such point of processing).

In the event Phillips elects to process, or have processed, the gas, then (a) Phillips shall own all natural gas liquids extracted and shall pay to Second Party, its successor or assign, a percentage of the value of the natural gas liquids extracted from Second Party's share of such gas equivalent to the highest bona fide offer made to Second Party, its successor or assign, by anyone else for such rights on said gas. In the absence of such bona fide offer for said rights, (b) Phillips shall own all natural gas liquids extracted and shall pay Second Party for the value of the volume of gas shrinkage (including plant fuel) resulting from processing Second Party's share of such gas (based upon the price specified in the gas sales contract), plus one-eighth of the value of the liquids so removed and saved and sold

MAY 8 1976

General Land L

by Phillips, its successor or assign (said value to be the weighted average sales price for all similar products, f.o.b. processing plant fence, after deducting sales cost, discounts and allowances and, in the case of tank car shipments of LPG only, tank car rental of 3/8¢ per gallon); provided, however, that Second Party, its successor or assign, shall have the option of accepting the same basis for payment as is made by Phillips, its successor or assign, with other parties for processing similar gas in said plant.

In the event Second Party, its successor or assign, desires to process, or have processed, its share of such gas, then within one hundred twenty (120) days after written notice of such desire by Second Party, its successor or assign, to Phillips, Phillips shall advise in writing whether or not Phillips elects to process, or have processed, said gas as herein provided. In the event Phillips does not elect to process, or have processed, such gas, then the gas processing rights granted to Phillips under this Article XI shall thereupon terminate, provided, however, that if within the period of one hundred and twenty (120) days following relinquishment of the processing rights by Phillips, Second Party shall not itself commence processing such gas or contract with a third party or parties for processing such gas, then the relinquishment of the processing rights by Phillips shall become ineffective and Phillips shall again have the right as provided above, to elect whether or not it will process or have processed such gas.

In the event Second Party, its successor or assign, enters into more than one contract for the sale or disposition of its share of such gas, or if any contract so made provides for delivery into two or more different systems of the purchaser, or if Second Party, its successor or assign, in any way makes more than one disposition of such gas, then the rights herein granted to Phillips, its successor or assign, shall be separate with respect to each such contract, system or disposition.

XII

EXTENSIONS AND RENEWALS

All interests, reservations and rights of Phillips in and to the lands described in Exhibit "A" and the production therefrom provided for in this agreement shall extend not only to the oil and gas lease (or leases) described in Exhibit "A", but also to any and all extensions or renewals of said oil and gas lease (or leases) which may be acquired by Second Party. The term "extensions" of the aforesaid oil and gas lease (or leases) as used herein shall be deemed to include, but not by way of limitation, any agreement or agreements of whatsoever character acquired by Second Party under and by virtue of which said oil and gas lease (or leases) is continued in force. The term "renewals" of the aforesaid oil and gas lease (or leases) as used herein shall be deemed to include, but not by way of limitation, any lease or leases acquired by Second Party on all or any part of the lands described in Exhibit "A" within twelve (12) months from the date of termination or expiration of said lease (or leases) or any extensions or renewals thereof. Second Party agrees to execute such further grants and assurances as may be requisite to vest in Phillips under any such extensions or renewals the same rights and interests in and to the lands described in Exhibit "A" and the production therefrom as are reserved by or granted to Phillips under the provisions of this agreement.

XIII

PREFERENTIAL RIGHT TO PURCHASE

In the event Second Party (or any one or more of them, if more than one) shall at any time desire to sell all or any part of its interest in and to the assigned premises or shall have a bona fide offer from a purchaser to purchase all or any part of such interest at a price that is acceptable to Second Party, then Second Party shall furnish to Phillips at its Exploration office at Odessa, Texas, a copy of the signed bona fide offer or price that is acceptable to Second Party. Phillips shall have fifteen (15) days after receipt of such notice within which to elect to purchase said interest at the same bona fide price and under the same terms and conditions as offered by said prospective purchaser or at the price that is acceptable to Second Party. Such right of purchase shall be accepted or rejected by Phillips by letter posted in the United States post office and addressed to Second Party at its address hereinbefore given within said period of fifteen (15) days. If Phillips shall elect to purchase said interest, upon receipt of notice of such election to purchase Second Party shall duly execute, acknowledge and deliver unto Phillips a proper assignment of such interest and Phillips, upon approval of title thereto, shall pay the stipulated price therefor. If, within the time above specified, Phillips shall notify Second Party that it does not elect to purchase such interest or Phillips shall fail or neglect to notify Second Party, which failure or neglect shall be construed to mean that Phillips does not elect to purchase such interest, then, in either event, Second Party shall be at liberty to sell and assign such interest to some other purchaser at the same bona fide price and under the same terms and conditions as offered to Phillips for such interest; provided, however, that if such interest is not disposed of by Second Party within thirty (30) days after the expiration of said period of fifteen (15) days, Second Party shall not thereafter dispose of any part of its interest without again offering the same to Phillips as above provided.

The preferential right of Phillips to purchase as provided herein shall extend to any sale by a purchaser from Second Party and to any sale by any subsequent purchaser, and the waiver by Phillips of its rights hereunder as to any sale shall not constitute a waiver of such rights as to any subsequent sale and shall be conditioned upon (a) assignee's delivery to Phillips, as soon as possible, of a certified copy of the assignment, (b) that the assignment be made expressly subject to all of the terms and conditions of this agreement, and (c) the express assumption by assignee of all of the obligations imposed by this agreement upon Second Party.

XIV

ABANDONMENT

Second Party shall not at any time abandon, relinquish, surrender or let expire its leasehold estate in any part or all of the assigned premises or plug and abandon the last producing well or well capable of producing on the assigned premises without first giving Phillips written notice at its Exploration office in

Odessa, Texas, of such desire and intention at least sixty (60) days before said leasehold estate is to be abandoned, relinquished, surrendered or permitted to expire or the last producing well or well capable of producing is to be plugged and abandoned, and Phillips shall have thirty (30) days after receipt of such notice within which to notify Second Party at its address hereinabove given whether or not Phillips elects to take over said leasehold estate of Second Party; it being understood that in the event Phillips shall elect to take over said leasehold estate of Second Party and there shall be a well or wells thereon belonging to Second Party, Phillips shall have the right to take over any such well or wells by paying Second Party the salvage value of all materials in such well or wells so taken over by Phillips; provided, however, Phillips shall not be required to make payment therefor until Phillips shall have approved or accepted title to said leasehold interest of

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MAY 8 1978

General Land Unit

Second Party. If Phillips shall fail or neglect to so notify Second Party at its address hereinabove given of such election within said thirty (30) day period it shall be deemed that Phillips does not elect to take over said leasehold estate. If Phillips shall elect to take over said leasehold estate covering any part or all of said premises and accept an assignment thereof from Second Party, and Phillips elects not to take over any particular well or wells located thereon, then before assigning said leasehold interest to Phillips, Second Party shall plug and abandon any and all wells which Phillips does not elect to take over, and shall, within a reasonable time thereafter, remove all leasehold material and debris placed on said premises by Second Party and restore the property by filling and leveling the cellar and slush pits, all at the risk and expense of Second Party. Upon the election of Phillips to take over the leasehold interest of Second Party in any part or all of said premises, Second Party shall deliver unto Phillips a proper assignment of such leasehold estate, warranting the same to be free and clear of all liens, claims, clouds and encumbrances caused, suffered or created by, through or under Second Party.

Nothing herein contained, express or implied, shall ever be construed as relieving Second Party from any of its obligations under this agreement.

XV

USE OF PHILLIPS PRODUCTS

~~Second Party agrees to purchase from Phillips, if available, all gasoline, oil, greases and other products marketed by Phillips necessary for Second Party's drilling operations and other operations in connection with the well provided for above and in connection with all its further and future operations on the assigned premises.~~

XVI

AD VALOREM TAXES

If the assigned premises have been assessed for ad valorem taxes such taxes shall be prorated on a calendar year basis and Phillips shall pay such taxes for the current year. Second Party shall be liable for its proportionate share of the full amount of taxes so paid and shall reimburse Phillips upon being billed therefor. Second Party assumes the payment of all ad valorem taxes, if any, for all subsequent years.

XVII

OTHER PROVISIONS

XVII-A. Second Party agrees that, in the event production is not established in the well hereinabove provided for in paragraph I, it will within thirty (30) days following the completion of said test well, commence or cause to be commenced the actual drilling of a second well on a yet undrilled quarter-quarter section of the lands described in Exhibit "A", and in the event production has not been established on the land described in Exhibit "A" in such second well, it will commence or cause to be commenced the actual drilling on yet undrilled quarter-quarter sections of the land described in Exhibit "A" with no cessation of more than thirty (30) days between the abandonment of one well and the commencement of actual drilling of the next succeeding well. After production is established by completion of any well drilled pursuant to the terms of this agreement, Second Party agrees that within ninety (90) days following the completion any well drilled pursuant to this Agreement as a producer of oil and/or gas, it will commence or cause to be commenced the actual drilling of an additional well on a yet undrilled quarter-quarter section of the land described in Exhibit "A", and that it will commence or cause to be commenced the actual drilling of additional wells on yet undrilled quarter-quarter sections of the land described in Exhibit "A" with no cessation of more than ninety (90) days between the completion or abandonment of one well and the commencement of actual drilling on the next succeeding well until there shall have been drilled under this agreement one well on each quarter-quarter section of the land described in Exhibit "A". Each of the wells drilled under this Paragraph XVII-A shall be drilled to the same depth as provided in paragraph I above for the first test well until production has been established on the land described in Exhibit "A" by completion of a well drilled under the terms of this agreement as a producer of oil and/or gas; thereafter each well shall be drilled to depth sufficient to test thoroughly the deepest zone or horizon found to be productive of oil and/or gas in any well previously

MAY 8 1976

General Land Office

drilled under the terms of this agreement. The wells drilled under this Paragraph XVII-A shall be drilled, tested and completed in the same manner as provided in paragraph I above in connection with the drilling of the first test well. All of the terms and provisions of this agreement relating to the well provided for in paragraph I above, shall likewise be applicable to the wells provided for in this Paragraph XVII-A, and any reference to the well provided for in paragraph I above shall also be deemed a reference to the wells provided for in this Paragraph XVII-A.

Upon completion of each well provided for on this Paragraph XVII-A as a producer of oil and/or gas and provided that Second Party has complied with the provisions of paragraph II and the other provisions of this agreement insofar as same apply to such well, Phillips will execute and deliver to Second Party an assignment pursuant to the terms of paragraphs II and XVII-C covering that quarter-quarter section of the land described in Exhibit "A" on which said well is located, from the surface of the ground down to one hundred feet below the total depth drilled in the well on such quarter-quarter section, provided however, such depth shall in no event exceed three thousand two hundred feet below the surface of the ground. In each assignment Phillips will reserve the overriding royalty interest provided for in paragraph III.

In the event Second Party shall fail or refuse to commence, drill, test and complete any wells provided for in this Paragraph XVII-A to the depth, within the time and in the manner herein specified, then and thereupon this agreement shall terminate as to each unassigned quarter-quarter section of land described in Exhibit "A" and the termination of this agreement as to each unassigned quarter-quarter section of land described in Exhibit "A" shall constitute the sole remedy for default under this Paragraph XVII-A, and subject to the provisions of paragraph IV above, Second Party shall not be liable in damages for failure to drill the wells provided for in this Paragraph XVII-A.

XVII-B. Notwithstanding the provisions of Paragraph XIII above, it is agreed that Second Party shall have the right to assign all or any part of its interest in the assigned premises without offering the same to Phillips at any time prior to the commencement of drilling the well provided for in paragraph I above provided that an executed copy of any such assignment is forthwith furnished to Phillips and provided that any such assignment is made expressly subject to all of the terms and conditions of this agreement and the assignee therein expressly assumes all of the obligations imposed by this agreement upon Second Party.

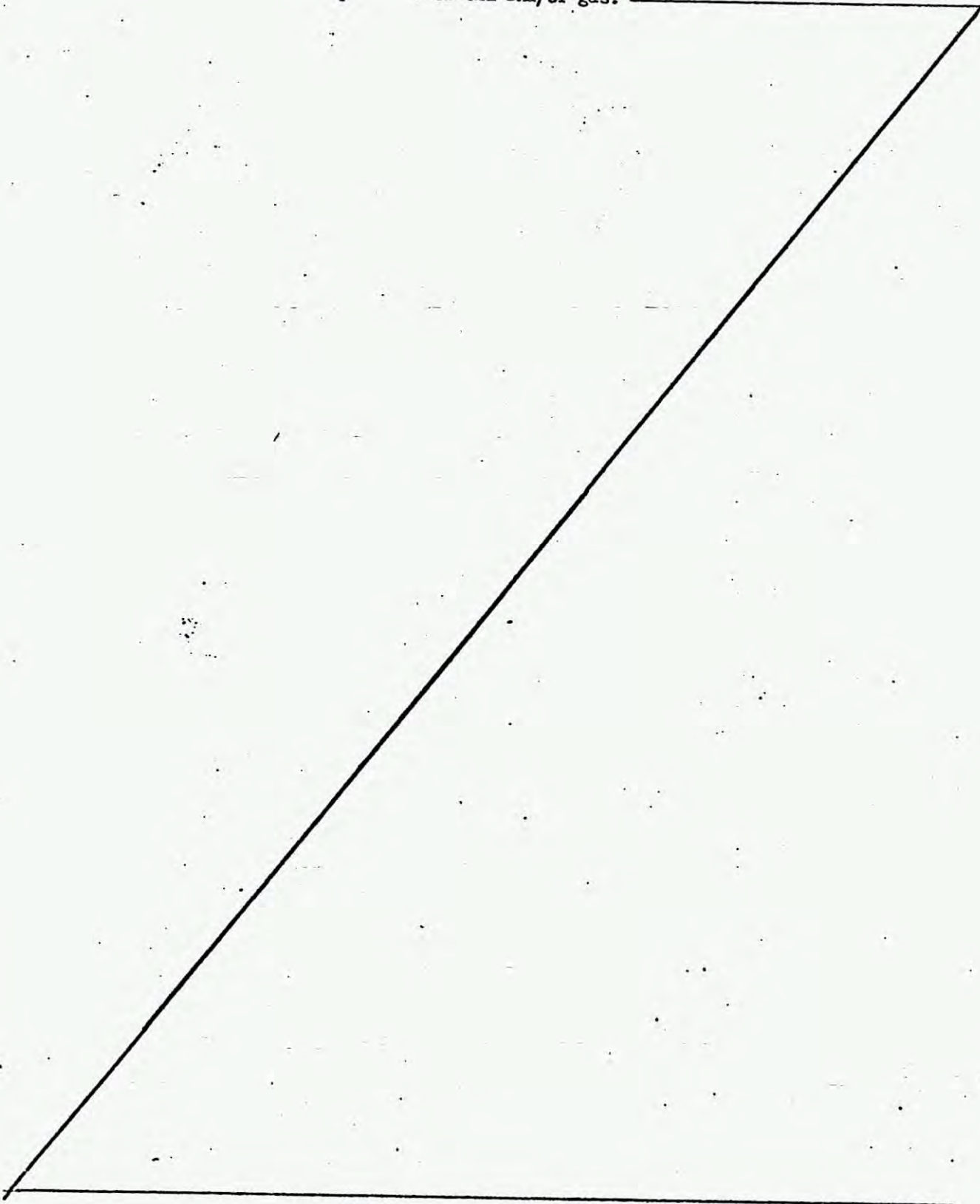
XVII-C. It is agreed that any assignment made pursuant to the provisions of Paragraphs II and XVII-A above will be dated as of the date of this Agreement and will be made to Second Party as therein specified, even though Phillips may have granted Second

MAY 8 1976

General Land Office

Party the right to assign all or part of its interest in the assigned premises pursuant to the provisions of paragraphs XIII and XVII-B above.

XVII-D. Any provisions of this Agreement to the contrary notwithstanding, it is agreed that an assignment will be made by Phillips pursuant to the terms and provisions of paragraphs II and XVII-A only for each quarter-quarter section of land described in Exhibit "A" on which a well is drilled by Second Party pursuant to the provisions of this agreement and completed as a producer of oil and/or gas.



XVIII
ENTIRE AGREEMENT

The terms of this agreement constitute the entire contract of the parties and there are no agreements, under takings, obligations, promises, assurances or conditions, whether precedent or otherwise, except those specifically set forth.

XIX
HEADINGS FOR CONVENIENCE

The paragraph headings used in this agreement are inserted for convenience only and shall be disregarded in construing this agreement.

XX
TIME FOR EXECUTION

If this agreement is not duly executed by Second Party and returned to Phillips within fifteen (15) days from the date hereof, then and thereupon, this agreement, at the option of Phillips, shall be null and void and of no effect.

XXI
SUCCESSORS AND ASSIGNS

The terms, covenants and conditions hereof shall be deemed to be covenants running with the leasehold estate hereinabove referred to and as such shall extend to, bind and inure to the benefit of the parties hereto, their heirs, administrators, executors, personal representatives, successors and assigns.

EXECUTED as of the day and year first above written.

Martha Jackson
Martha Jackson

PHILLIPS PETROLEUM COMPANY
Fred Forward
Fred Forward, Its Attorney In Fact

THE STATE OF TEXAS I
COUNTY OF Ector I

BEFORE ME, the undersigned authority, on this day personally appeared MARTHA JACKSON known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.
GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 29th day of August, 1975.

My Commission Expires:
June 1, 1977

June Chase
Notary Public in and for
County, Texas

THE STATE OF TEXAS I
COUNTY OF ECTOR I

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared FRED FORWARD, Attorney-in-Fact for PHILLIPS PETROLEUM COMPANY, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of the said PHILLIPS PETROLEUM COMPANY, a Delaware corporation, and that he executed the same as the act of such corporation for the purposes and consideration therein expressed, and in the capacity therein stated.
GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 19th day of August, 1975.

My Commission Expires:
June 1, 1977

June Chase
Notary Public in and for Ector County,
Texas

THE STATE OF TEXAS

County of REEVES

I, CATHERINE ASHLEY, Clerk

of the County Court of Reeves County, Texas, do hereby certify that
the foregoing is a true and correct copy of the original PARTIAL ASSIGNMENT OF OIL AND GAS
LEASE FROM MARTHA JACKSON, ET AL TO JACK A. CONNER, ET AL

as the same appears of record in my office in book 343 page 405, O&G. Records.

Given under my Hand and Seal of said Court, at office in Pecos, Texas

this 30th day of April 19 76

CATHERINE ASHLEY Clerk,

By *Ernie J. Ferguson* Deputy.

RECEIVED

MAY 8 1976

General Land Office

FO-1; FO-2; FO-3

Form 2638 4-72

EXHIBIT "A"

DESCRIPTION OF ACREAGE AND OIL AND GAS LEASE (OR LEASES) IN FARMOUT AGREEMENT BETWEEN
 PHILLIPS PETROLEUM COMPANY AND MAETHA JACKSON
 DATED THE 14th DAY OF AUGUST, 1975.

DESCRIPTION OF ACREAGE ASSIGNED (OR TO BE ASSIGNED)

The North Half (N/2) of Section 24, Block 57, Township 2, T&P Ry. Co. Survey, Reeves
 County, Texas

DESCRIPTION OF OIL AND GAS LEASE (OR LEASES)

Dated: October 15, 1970
 Lessor: Guy Caldwell et al
 Lessee: Phillips Petroleum Company
 Covering: Land described above
 Overriding Royalties,
 Production Payments and
 Other Encumbrances: None

Recorded: Volume 301, page 110, Oil & Gas Lease Records, Reeves County,
 Texas

Filed for record on the 23rd day of April, A.D. 1976 at

4:10 P. M. Duly recorded on the 28th day of April A.D.
 1976 at 3:15 P. M.

CATHERINE ASHLEY, County Clerk,
 Reeves County, Texas.

By Linus Jo Freeman DEPUTY

(18)

M 65359

Assignment

File Dated 5-8-76

Bob Armstrong, Commissioner

RECEIVED AS STATED

\$5.00

DATE 5-8-76

Reg. No. 92229

GENERAL LAND OFFICE

RECEIVED

MAY 8 1976

General Land Office

RS/bsc

FILE NO. 424

MARTHA JACKSON TO DOROTHY JANE JACKSON, ET AL

ASSIGNMENT OF NON-PARTICIPATING ROYALTY INTEREST

THE STATE OF TEXAS)
 :
COUNTY OF REEVES)

That Martha Jackson is the Assignee of a Partial Assignment of an Oil and Gas Lease from Phillips Petroleum Company dated September 22, 1975, covering the North Half (N/2) of Section Twenty-four (24), Block Fifty-seven (57), T-2, T&P Ry. Co. Survey, Reeves County, Texas, subject to the depth not to exceed 3,200 feet below the surface of the ground and subject to other reservations contained therein, which Partial Assignment of said Oil and Gas Lease has been filed of record in Volume 341, Page 548 of the Oil and Gas Lease Records of Reeves County, Texas;

That Martha Jackson assigned the Partial Assignment of Oil and Gas Lease to R. G. Dixon and Jack A. Conner and reserved unto herself three-thirty-seconds of eight-eighths (3/32 of 8/8) of all oil, gas and casinghead gas produced and saved from said lands, all subject to the Assignment from Phillips Petroleum Company dated September 22, 1975;

That Martha Jackson desires to assign an undivided one-thirty-second of eight-eighths (1/32 of 8/8) of all oil, gas and casinghead gas as an overriding royalty unto Dorothy Jane Jackson and John Richard Jackson each so that each of the Assignees herein will receive a one-thirty-second of eight-eighths (1/32 of 8/8) of all oil, gas and casinghead gas as an overriding royalty interest free and clear of all expense, save and except severance and ad valorem taxes.

Now, therefore, for and in consideration of the sum of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, and subject to the conditions, covenants and reservations hereinafter referred to, Martha Jackson does hereby assign and transfer unto

THE STATE OF TEXAS

County of REEVES

I, CATHERINE ASHLEY, Clerk

of the County Court of Reeves County, Texas, do hereby certify that
the foregoing is a true and correct copy of the original RECORDED ASSIGNMENT OF NON-PARTICIPATING
ROYALTY INTEREST FROM MARTHA JACKSON TO DOROTHY JANE JACKSON, ET AL

as the same appears of record in my office in book 342 page 127, O&G Records.

Given under my Hand and Seal of said Court, at office in Pecos, Texas

this 30th day of April 19 76

CATHERINE ASHLEY

Clerk,

By *Bennie Jo Greenman* Deputy.

Dorothy Jane Jackson an undivided one-thirty-second of eight-eighths (1/32 of 8/8) of all oil, gas and casinghead gas produced and saved from the above described land and does hereby convey unto John Richard Jackson an undivided one-thirty-second of eight-eighths (1/32 of 8/8) of all oil, gas and casinghead gas produced and saved from the above described land as a free overriding royalty interest, save for severance and ad valorem taxes, and further subject to all of the conditions, provisions and reservations contained in said Partial Assignment from Phillips Petroleum Company to Martha Jackson, dated September 22, 1975, including, but not by way of limitation, the depth limitation contained therein of 3,200 feet below the surface of the ground.

It being the intent of Assignor herein to assign to each Assignee herein an undivided one-thirty-second of eight-eighths (1/32 of 8/8) of all oil, gas and casinghead gas produced and saved from the above described land pursuant to the Partial Assignment from the Phillips Petroleum Company of September 22, 1975.

This Assignment shall be binding upon and shall inure to the benefit of the parties hereto, their heirs and assigns.

Witness my hand effective this the 1st day of January, 1976.

Martha Jackson
Martha Jackson

THE STATE OF TEXAS)
COUNTY OF WINKLER)

Before me, the undersigned authority, on this day personally appeared Martha Jackson, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that she executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this the 30th day of January, 1976.



Robert Scoggin
(Robert Scoggin) Notary Public
in and for Winkler County, Texas.

Filed for record on the 2nd day of February A.D. 1976 at

10:30 A. M. Duly recorded on the 6th day of February A.D. 1976 at 10:30 A. M.

CATHERINE ASHLEY, County Clerk,
Reeves County, Texas.

By Ernie Jo Freeman DEPUTY

(19) M 65359
Assignment
File Dated 5-8-76
Bob Armstrong, Commissioner

RECEIVED AS STATED

5.00

DATE 5-8-76

Reg. No. 92229

GENERAL LAND OFFICE

DIXON - CONNER OIL COMPANY
P. O. Box 332
Odessa, Texas 79760

May 5, 1976

General Land Office
State of Texas
Bob Armstrong, Commissioner
Austin, Texas 78701

Re: Dixon-Conner Oil Company
Guy Caldwell #1
Sec. 24, Blk. 57, T-2,
T. P. RR. Survey
Reeves County, Texas
General Land Office
Lease No. 041-2464

171

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MAY 8 1976

General Land Office

Gentlemen:

ck-15.00

92229

As instructed by our attorneys in a recent Original Division Order Title Opinion, we are enclosing the following for filing with your office:

1. Partial Assignment of Oil and Gas Lease from Phillips Petroleum Company to Martha Jackson.
2. Partial Assignment of Oil and Gas Lease from Martha Jackson to R. G. Dixon and Jack A. Conner, doing business as Dixon - Conner Oil Company.
3. Assignment of non-participating royalty interest from Martha Jackson to Dorothy Jane Jackson and John Richard Jackson.

Also enclosed is our check in the amount of \$15.00 to cover filing fees for the above assignments.

Thank you for your assistance in this matter.

Very truly yours,

Jack A. Conner
Jack A. Conner
Partner

JAC:lpb

Enclosures

90102
M-65359

(20)

M. P. 65359

CORRESPONDENCE FILE

To Dixon-Commercial Co.
From

Dated 5-5-76

August 16, 1976

Dixon-Conner Oil Company
P.O. Box 332
Odessa, Texas 79760

Re: M-65359
Sec. 24, Blk. 57, T-2,
T&P RR. Survey, Reeves
County, Texas

Gentlemen:

The certified copies of the Oil and Gas Lease Assignments affecting the above captioned tract has been filed in our records.

Your remittance of \$15.00 has been applied as the \$5.00 filing fee due on each of the Assignments.

Sincerely yours,

Bob Armstrong

BY: Gordon G. Adams, Attorney

GGA/mhr

(21)

M. F. 65359

CORRESPONDENCE FILE

To Dixon-Conner & Co.

~~From~~

Dated 8-16-76

DETACH THIS STUB & RETAIN FOR YOUR FILES

LEASE NUMBER			LINE	TYPE OF LEASE	DISTRICT	COUNTY	STATE CODE	STATE	RENTAL PERIOD			
									NO. OF MONTHS	MONTH	DAY	YEAR
G	135871		G	413	41	REEVES	13	TEXAS	12	10	15	76

DESCRIPTION:

North Half of Section 24, Block 57, T-2
 T&P Ry. Co. Survey
 STATE LEASE NO. M-65359

KEEP THIS RECEIPT FOR YOUR RECORDS AND/OR FOR TAX PURPOSES. DUPLICATE COPIES NOT AVAILABLE. WHEN MAKING INQUIRIES PLEASE REFER TO LEASE NUMBER.

DEPOSIT TO THE CREDIT OF	AMOUNT	PAYMENT MADE FOR	INTEREST	AMOUNT
DIRECT	\$32.00	PHILLIPS PET. CO. ✓ DIXON & CONNER OIL COMPANY <i>Bartlesville opa</i>	50.000000 50.000000	121
TOTAL	\$32.00	TOTALS	100.000000	5094

854 01

(22) M-65359
Rental Payment
10-4-76

DIVISION ORDER (Gas ONLY)

65359

January 7th, 1977

TO: DIXON-CONNER OIL COMPANY, P O Box 332, Odessa, Texas 79760

The undersigned, and each of us, certify and guarantee that we are the legal owners of and hereby warrant the title to our respective interests as set out below in all ^{gas} ~~oil~~ produced from all wells on the _____

Dixon-Conner Oil Company - Guy Caldwell

farm or lease, located in Reeves County, State of Texas, more particularly described as follows:

SE/4 of NE/4 of Section 24, Block 57, Township 2,
T&P Ry. Co. Survey, situated in Reeves County,
Texas,

LIMITED to production from the surface down to but
not below a depth of 3155 feet below the surface
of the ground.

and commencing at 7 A.M., the _____ day of first runs, 19____, and until further written notice either from you or us you are authorized to receive oil therefrom, purchase it and pay for it as follows:

CREDIT TO

DIVISION OF
INTEREST

POST OFFICE ADDRESS

ROYALTY INTEREST

Commissioner of the General
Land Office of the State of
Texas

5/64 R.I.
(.0781250)

Guy Caldwell and wife,
Jeannette Caldwell

5/192 R.I.
(.0260416)

Agnes C. Beckham, a widow

5/192 R.I.
(.0260417)

Mildred C. Touchstone and
husband, Claude T. Touchstone

5/192 R.I.
(.0260417)

OVERRIDING ROYALTY INTEREST

Martha Jackson

1/32 O.R.I.
(.0312500)

P O Box 1079
Kermit, Texas 79745

Dorothy Jane Jackson

1/32 O.R.I.
(.0312500)

John Richard Jackson

1/32 O.R.I.
(.0312500)

Phillips Petroleum Company

1/32 O.R.I.
(.0312500)

WORKING INTEREST

Dixon and Conner Oil Co.,
consisting of R. G. Dixon
and Jack A. Conner

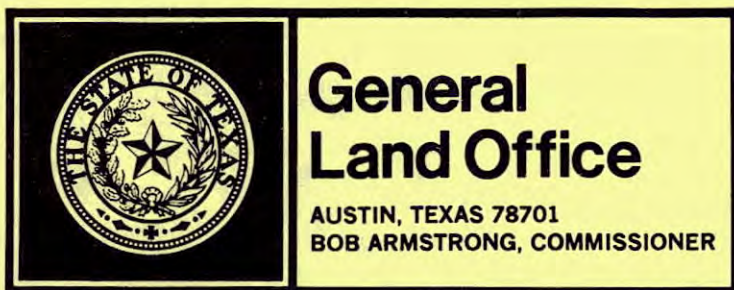
23/32 W.I.
(.7187500)

P. O. Box 332
Odessa, Texas 79760

MAKE SURE YOUR CORRECT MAILING ADDRESS IS SHOWN ABOVE

Date: _____

Signed _____



January 31, 1977

Dixon-Conner Oil Company
P.O. Box 332
Odessa, Texas 79760

RE: State Lease M-65359
Guy Caldwell Lease
SE/4 NE/4 Sec. 24, Blk 57, T-2, T&P Ry. Co. Survey
Reeves County, Texas
Gas Division Order

Gentlemen:

This letter is issued in lieu of the ordinary form of "Division Order" prepared by the oil companies primarily for execution by the individual royalty owner.

Inasmuch as the statutes provide the royalties the State shall receive, it is felt that it would not be in conformity with the law on the subject for this Division to execute your division order and thereby attempt to bind the State by the provisions contained therein.

This Division, insofar as permitted under the law, acquiesces in the sale of the oil and/or gas to you from this lease, which oil and/or gas shall become your property when the State has been paid for same, as prescribed by law and under the terms and conditions as set out in the lease covering the area in question.

Very truly yours,

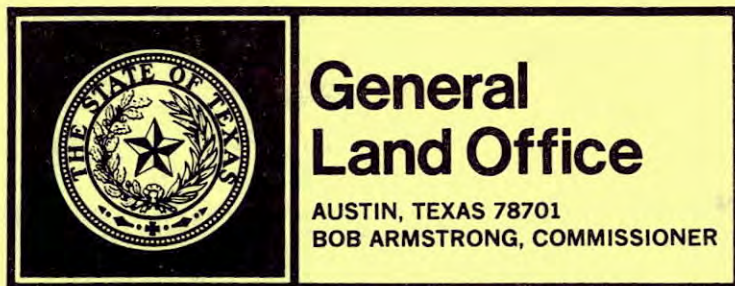
Barbara Fry, Attorney
Energy Resources
Phone: 512-475-6749
Enclosure

M. P. 65359
CO. 100-100-100 FILE

To
Dixon-Conner

Dated 1-21-77





February 1, 1977

Dixon-Conner Oil Company
P. O. Box 332
Odessa, Texas 79760

RE: State Lease M-65359
Guy Caldwell Lease
Reeves County, Texas

Gentlemen:

In accordance with the provisions set forth in our Oil or Gas Lease Form and/or the statutes, we ask that you furnish this office with a copy of the Contract covering gas sales from the above lease.

The Contract is needed by this office in order to conduct an audit of your gas royalty reports and payments.

In addition to furnishing us with a copy of the Contract under which the gas is sold or processed please complete the attached "Gas Contract Brief".

If this Gas Contract covers more than one lease and/or mineral file number, one brief and copy of the contract will be sufficient, but the specific General Land Office lease and/or mineral file number must be noted in the appropriate spaces provided in the Contract Brief.

This information is needed by this office at your earliest convenience.

Sincerely yours,

A handwritten signature in dark ink, which appears to read "Harry T. Finnell". The signature is written in a cursive style with a large, prominent initial "H".

Harry T. Finnell, Supervisor Gas Contracts
Resource Accounting
Telephone No. 512-475-4541
HF/glc
Enclosure

(24)

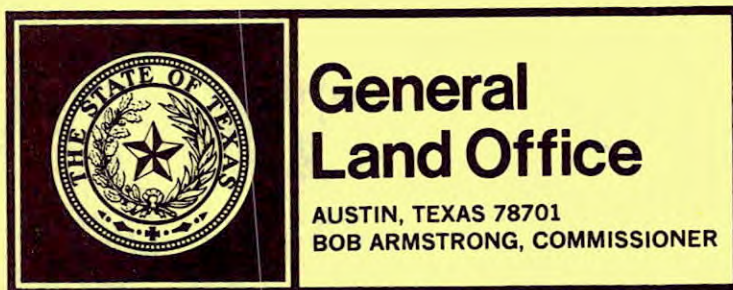
R. P. 65359

CORRESPONDENCE FILE

To Allen G. Grier, Del. Co.

From

Dated 2-1-77



March 1, 1977

Dixon Conner Oil Company
P. O. Box 332
Odessa, Texas 79760

SECOND REQUEST

RE: State Lease M-65359
Guy Caldwell Lease
Reeves County, Texas

Gentlemen:

Enclosed is a copy of our letter to you dated February 1, 1977 and as of this date we have not received a reply to this letter.

In order to expedite the handling of your correspondence, please direct your reply to the undersigned Supervisor.

Your prompt attention to this matter is requested.

Sincerely yours,

Harry T. Finnell , Supervisor
Resource Accounting
Telephone No. 512 476-4541
Enclosure

HF/lg

(25)

M. F. 65359

CORRESPONDENCE FILE

To Amos Conner

~~From~~

Dated 3-1-77

DIXON-CONNER OIL COMPANY
P O Box 332, Odessa, Texas 79760

(B)

65359

January 7, 1976

To: Owners of Royalty Interests
Guy Calwell #1, Reeves County, Texas

The enclosed check is remittance for gas royalty from May 1976
thru November 1976.

Total income received from Continental Oil Company are as follows:

1st check received was for gas sales thru Sept.	=	\$ 378.02
Gas Sales for Oct.	=	64.62
Gas Sales for Nov.	=	<u>51.90</u>
Total thru November 1976	=	\$ 494.54

You have been receiving your OIL royalties payments from the
Pemian Corporation, Houston.

We were able to make sale agreement for gas to Continental Oil Company
because they had an existing pipeline near our well; but they would
not make a purchase agreement unless we agreed to make distribution
of royalty interest (since the volume of gas produced was so small,
the costs of monthly distribution would not justify expense of records
required).

Therefore we agreed to make the distribution of royalty payments and
in order to keep our costs of records and paper work at a minimum;
we propose to make distribution of interest semi-annually after this
payment enclosed.

If this method of payment meets with your approval, kindly sign
one copy of the Division Order and return to us.

Yours very truly

DIXON-CONNER COIL COMPANY

Jack A Conner, Partner

JAC/mjr

ENCLS.

(26)

M. F. 65359

CORRESPONDENCE FILE

To Nixon-Corner

From Oil Co.

Dated 1-7-77 Lsg

7. 044

March 11, 1977

Dixon- Conner Oil Company
P. O. Box 332
Odessa, Texas 79760

ATTENTION: Maurice Rogers

RE: State Lease M-65359
Guy Caldwell Lease
Reeves County, Texas

Gentlemen:

This refers to our letters dated February 1, 1977 and March 1, 1977 and your footnote dated March 2, 1977 concerning a Gas Purchase Contract for the above lease.

West Texas Oil Reports sent a copy of your division order not the requested Gas Contract.

Please send a copy of the Contract.

Sincerely yours,

Harry T. Finnell, Supervisor
Resource Accounting
Phone: 512 475-4541

HF/lg

cc: West Texas Oil Reports
P. O. Box 953
Midland, Texas 79701

M. F. 65359

CORRESPONDENCE FILE

To *Nylon Anne Silly*

From

Dated 3-11-77



March 11, 1977

~~Dixon- Conner Oil Company~~
P. O. Box 332
Odessa, Texas 79760

ATTENTION: Maurice Rogers

RE: State Lease M-65359
Guy Caldwell Lease
Reeves County, Texas

Gentlemen:

This refers to our letters dated February 1, 1977 and March 1, 1977 and your footnote dated March 2, 1977 concerning a Gas Purchase Contract for the above lease.

West Texas Oil Reports sent a copy of your division order not the requested Gas Contract.

Please send a copy of the Contract.

Sincerely yours,

Harry T. Finnell, Supervisor
Resource Accounting
Phone: 512 475-4541

HF/lg

cc: West Texas Oil Reports
P. O. Box 953
Midland, Texas 79701

(27)

M. F. 65359

CORRESPONDENCE FILE

To *Hyson - Conner*

From

Dated 3-11-77

Exploration and Development

Lease Status Report

DO NOT DESTROY

DATE

NAME

TO: Mineral Acctg. 4-5-76 M. H. JANSZEN

M.F. No. 65359

Lease Guy Caldwell

County Reverend

Operator Dixon - Conner Oil Co.

Effective Date

☐ P & A (Last Well on Lease) _____

☒ First Producing Well on Lease 4-26-76

☐ Commingle Production _____

☐ Unit & Pooling Agreements _____

☐ Amendments to Units _____

☐ Other: Note Below _____

Oil well pot: 6 BOPD + 31 BW

BSW
4/13/76

ENERGY RESOURCES

WELL/LEASE STATUS REPORT INFORMATION

TO Jack Davis FROM B. F. Underwood
 DATE ACTION INITIATED 4/3/76 DATE ACTION COMPLETED 3/30/77
 ORIGINATING SOURCE Drilg + Expl. DATA SOURCE RRC
 NAME OF PRODUCER Dixon & Conner Oil Co.
 RRC DISTRICT 08 COUNTY Reeves
 LEASE NAME Guy Caldwell
 RRC LEASE NO. OR WELL I.D. NO. 23969 MINERAL FILE NO. 65359
 FIELD NAME Olds (Delaware)
 OIL WELL ☒ GAS WELL ☐ WELL NO. 1
 OTHER INFORMATION Completed 2/26/76

REPLY

DATE OF INITIAL PRODUCTION 3/76
 GATHERER OF GAS unknown
 GATHERER OF CONDENSATE/CRUDE OIL Permian
 OTHER INFORMATION Producer filed reports for 3/76 thru 1/77 sometime in March 77

PRODUCTION INFORMATION

PERIOD	GAS PRODUCTION (MCF)	CONDENSATE/CRUDE OIL PRODUCTION (BBLS)
<u>3/76</u>	<u>9</u>	<u>85</u> MA-15 in
<u>4</u>	<u>11</u>	<u>110</u> JJD
<u>5</u>	<u>173</u>	<u>85</u>
<u>6</u>	<u>239</u>	<u>90</u>
<u>7</u>	<u>241</u>	<u>91</u>
<u>8</u>	<u>256</u>	<u>92</u>
<u>9</u>	<u>221</u>	<u>50</u>
<u>10</u>	<u>174</u>	<u>10</u>
<u>11</u>	<u>164</u>	<u>5</u>
<u>12</u>	<u>174</u>	<u>5</u>
<u>1/77</u>	<u>188</u>	<u>27</u>

OK 12 1st report

(Signature)

(28)

4/29/77

DETACH THIS STUB & RETAIN FOR YOUR FILES

LEASE NUMBER	LINE	TYPE OF LEASE	DISTRICT	COUNTY	STATE CODE	STATE	RENTAL PERIOD			
							NO. OF MONTHS	BEGINNING MONTH	DAY	YEAR
G135871	H	413	41	REEVES	13	TEXAS	12	10	15	77

DESCRIPTION:

NORTH HALF OF SECTION 24, BLOCK 57, T-2,
T&P RY. CO. SURVEY.
STATE LEASE NO. M-65359

KEEP THIS RECEIPT FOR YOUR
RECORDS AND/OR FOR TAX
PURPOSES. DUPLICATE COPIES
NOT AVAILABLE. WHEN MAKING
INQUIRIES PLEASE REFER TO
LEASE NUMBER.

DEPOSIT TO THE CREDIT OF	AMOUNT	PAYMENT MADE FOR	INTEREST	AMOUNT
DIRECT	32.00	PHILLIPS PET CO ✓ DIXON & CONNER OIL COMPANY <i>Oklahoma</i> ✓ (121)	93.7500000 6.2500000	30.00 2.00
TOTAL	32.00	TOTALS	100.0000000	CK-32.00

4343

7710

(29) M-65359
Rental Payment
9-17-77

APPLICATION FOR PERMIT TO DRILL, DEEPEN, OR PLUG BACK

Check one: ☒ DRILL ☐ DEEPEN (Below Casing) ☐ DEEPEN (Within Casing) ☐ PLUG BACK ☐ OTHER (Specify) _____
If Amended Application, explain fully in Remarks or Attach Separate Page.1. Operator
Coquina Oil Corporation
2. Address (Including City and Zip Code)
P. O. Drawer 2960
Midland, Texas 79701
3. Is Form P-5 (Organization Report) in Exact Operator Name Filed?
YES ☒ NO ☐ (Instruction (2) on back side.)4. Lease Name
State "24"
5. Location (Sec., Blk., Survey)
Section 24, Blk. 57, T-2-N, T & P RR
6. This well is to be located _____ miles N.W.
Direction from Orla
Nearest Post Office or Town _____7. R.R.C. District
8
8. County
Reeves
9. Well Number
1-24
10. Number of Acres in Lease
320
11. Distance from Proposed Location to Nearest Property or Lease Line (ft.)
467'
12. Total Depth
15,000

EACH PROPOSED COMPLETION

REFER TO INSTRUCTIONS ON BACK SIDE. READ CAREFULLY AND FURNISH COMPLETE DATA.

13	14	15	16	17	18	19	20	21	22	23
FIELD NAME (Exactly as shown on R.R.C. Frontion Schedule including, Reversion if applicable) If Wildcat, so state below.	Completion Depth	All Prior Rule 37 Case Numbers for this wellbore. If none, State None.	Applicable Field Rules Spacing Pattern, If no Rules, State 467-1200 (ft.)	Applicable Field Rules Density Pattern, If no Rules, State 40 (acres)	Number of Acres in Drilling Unit for this Well	Is this acreage presently assigned to another well in same field? (If "Yes" or "No," it yes explain in remarks.)	Distance from proposed location to nearest drilled well completed or applied for well in same lease (ft.)	Is this a 1. Regular or 2. Rule 37 Location? (Check the appropriate box.)	Oil, Gas, or other Type Well (Specify)	Number of Wells or Permitted locations on this Lease in same Reservoir for which this Permit is Requested?
Wildcat ABOVE 15000	15,000	None	467/1200	40	40	No	None	Regular 1 ☒ Rule 37 2 ☐ Regular 1 ☐ Rule 37 2 ☐ Regular 1 ☐ Rule 37 2 ☐ Regular 1 ☐ Rule 37 2 ☐	Oil	0
RECEIVED R.R.C. OF TEXAS NOV 30 1976										

24. PERPENDICULAR LOCATION FROM TWO DESIGNATED LEASE LINES AND SURVEY LINES AND DISTANCE AND DIRECTION TO NEAREST WELL IN SAME FIELD. D.G.
MIDLAND, TEXAS
1320' FNL & 467' FWL of section & lease. No other wells in same field.

NOTICE

NO ALLOWABLE WILL BE ASSIGNED to any well which does not have sufficient surface casing to protect all fresh water sands. Where Commission rules do not specify surface casing requirements, it will be necessary to contact Texas Water Development Board, Austin, Texas, to ascertain the depth to which fresh water sands must be protected.

REMARKS: Surface casing will be set as recommended by
Texas Water Development Board.

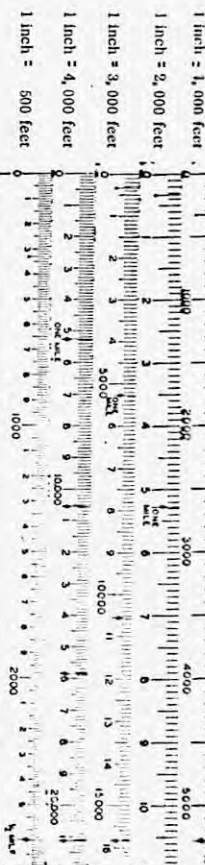
CERTIFICATE

I declare under penalties prescribed in Article 6036c, K. C. S., that I am authorized to make this report, that this report was prepared by me or under my supervision and direction, and that data and facts stated therein are true, correct, and complete to the best of my knowledge.

Signature C. Alan Bump C. Alan Bump
Title Engineering Assistant
Date November 29, 1976
Telephone: Area Code 915 682-6271

READ INSTRUCTIONS ON BACK SIDE AND FURNISH COMPLETE DATA.

SCALE OF MAP

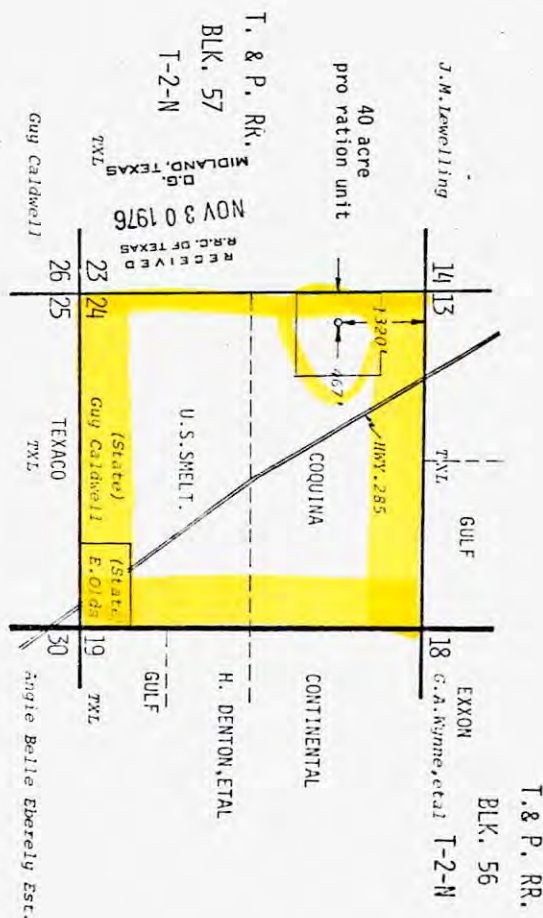
PLAT SHOWING
PROPOSED NEW WELL LOCATION

Description:

1320' FNL & 467' FWL

REEVES County, Texas

Section 24 Block 57 T-2-N T. & P. RR.



GROUND ELEVATION: 2881'

Scale: 1" = 2000'

Operator: COQUINA OIL CORPORATION

Date Sited: November 22, 1976

Lease Name: State "24"

Well No.: 1

Topography & Vegetation: Natural Pasture

Good Drill Site? ☒ Fair ☐ Stakes Set ☐ Reference Stakes or Alternate Location ☐

WELL STATUS REPORT

OPERATOR Coquina Oil Corp.

STATE LEASE NO. M-65359 FEE R.A.L. Yes FREE ROYALTY

OFFSET, APPROX. FT. FROM STATE LEASE

LEASE State '24' WELL NO. 1

FIELD NAME WILDCAT Yes COUNTY Reeves

REPORT NO. 7th SPUD DATE DRILLING DEPTH

COMPLETION DATE TOTAL DEPTH

PERFS 1ST COMPLETION: YES NO

POTENTIAL/TEST: OIL GAS D&A

REMARKS: I am told this date that BTA Oil Producers will take this location
over and drill it. They have the location all ready for rotary rig this
date ?

BA/jmh/gs

2-25-75


INSPECTOR

August 24, 1977
DATE

WELL STATUS REPORT

OPERATOR Coquina Oil Corp

STATE LEASE NO. M-65359 FEE R.A.L. Yes FREE ROYALTY

OFFSET, APPROX. FT. FROM STATE LEASE

LEASE State '24' WELL NO. 1

FIELD NAME Chapman Deep Atoka WILDCAT Yes COUNTY Reeves

REPORT NO. 8th SPUD DATE DRILLING DEPTH

COMPLETION DATE TOTAL DEPTH

PERFS 1ST COMPLETION: YES NO

POTENTIAL/TEST: OIL GAS D&A

REMARKS: They have this location staked but have not drilled it. I was told
this date in Orla, Texas that BTA Oil Proucers was going to drill a well on
on this section but that it may not be on this same location ???

BA/jmh/gs

2-25-75


INSPECTOR

DATE Sept 14, 1977

30

M. F. 65359

APPLICATION TO DRILL

WELL # 1-24 (A.L.)

FILED 12-12 1977

BOB ARMSTRONG, COMMISSIONER

BY: M.H.

☐ Directional Well ☒ Amended or Corrected Permit

RRC Permit Number, if previously assigned. 007646

7. RRC District _____

8

8. County

Reeves

9. Well Number

1

10. Number of Acres in Lease

640

11. Distance from Proposed L	7
12. Name of the	1

1320'

12. Total Depth

16000

22	23
----	----

Number of Wells ...
Permitted locations ...

this lease in a
Reservoir for wh

Oil, Gas, or other	Permit is Required
-----------------------	--------------------



Property	Only	
----------	------	--

[illegible]

N.R.

API Well No. 42
Instruction (7a-b) on back side.

APPLICATION FOR PERMIT TO DRILL, DEEPEN, OR PLUG BACK

Check on: ☒ DRILL ☐ DEEPEN (Below Casing) ☐ DEEPEN (Within Casing) ☐ PLUG BACK ☐ OTHER (Specify)

If Amended Application, explain fully in Remarks or Attach Separate Page.

1. Operator BTA OIL PRODUCERS	4. Lease Name and RRC Lease or ID No. (If Assigned) 7710 JV-P Chapman	7. RRC District 8
2. Address (Including City and Zip Code) 104 South Pecos Midland, Texas 79701	5. Location (Sec., Blk., Survey) Sec. 24, Blk 57, T-2, T&P RR Co.	8. County Reeves
3. Is Form P-5 (Organization Report) in Exact Operator Name Filed? YES ☒ NO ☐ (Instruction (2) on back side)	6. This well is to be located <u>1/2</u> mile <u>NW</u> Direction from <u>Orla</u> Nearest Post Office or Town.	9. Well Number 1
		10. Number of Acres in Lease 640
		11. Distance from Proposed Location to Nearest Property or Lease Line (ft.) 1320'
		12. Total Depth 16000'

EACH PROPOSED COMPLETION

REFER TO INSTRUCTIONS ON BACK SIDE. READ CAREFULLY AND FURNISH COMPLETE DATA.

13.	14.	15.	16.	17.	18.	19.	20.	21.	22.	23.
FIELD NAME (Exactly as shown on R.R.C. Permit Schedule including Reservoir if applicable) If Wildcat, so state below. 17030400 Chapman, Deep (Fusselman)	Completion Depth 15500'	All Prior Rule 37 Case Numbers for this wellbore. If none State None.	Applicable Field Rules Spacing Pattern, If no Rules, State 407-1200. (ft.) 1320' 3735'	Applicable Field Rules Density Pattern, If no Rules, State 40. (acres) 640	Number of Acres in Drilling Unit for this Well AND DESIGNATE ON PLAT. 640	Is this acreage presently assigned to another well in same field? (Yes or No. If yes explain in remarks.) No	Distance from proposed location to nearest drilling completed or proposed for well in same reservoir on same lease (ft.) None	Is this a 1. Regular or 2. Rule 37 Location? Check the appropriate box. Regular 1 ☒ Rule 37 2 ☐ Regular 1 ☐ Rule 37 2 ☐ Regular 1 ☐ Rule 37 2 ☐ Regular 1 ☐ Rule 37 2 ☐	Oil, Gas, or other Type Well (Specify) Gas	Number of Wells or Permitted Locations on this Lease is a 1. Regular or 2. Rule 37 Location? Check the appropriate box. -0- -0-
24. PERPENDICULAR LOCATION FROM TWO DESIGNATED: A. Lease Lines 1320' FWL & 1320' FNL B. Survey Lines 1320' FWL & 1320' FNL						25. DISTANCE AND DIRECTION TO NEAREST WELL IN THE SAME FIELD ON THIS LEASE. None				

NOTICE

NO ALLOWANCE WILL BE ASSIGNED TO ANY WELL WHICH DOES NOT HAVE SUFFICIENT SURFACE Casing to protect all fresh water sands. Where Commission rules do not specify surface casing requirements, it will be necessary to contact Texas Water Development Board, Austin, Texas, to ascertain the depth to which fresh water sands must be protected.

REMARKS: H₂S Well -- Certificate of Compliance for Chapman, Deep (Fusselman) Field Approved 3/29/77. Certification Number 4028.

CERTIFICATE

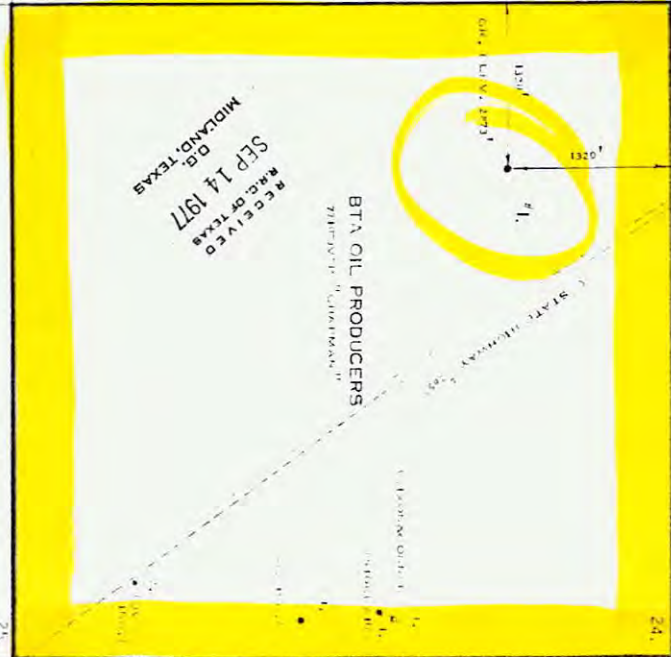
I declare under penalties prescribed in Article 603a, R.C.S., that I am authorized to make this report, that this report was prepared by me or under my supervision and direction, and that data and facts stated therein are true, correct, and complete to the best of my knowledge.

Signature: Bob K. Newland
Title: Regulatory Supervisor
Date: 9/13/77
Telephone: Area Code 915 682-3753

READ INSTRUCTIONS ON BACK SIDE AND FURNISH COMPLETE DATA.

M-65359

SCALE OF MAP

Statewide PLAT SERVICE
P. O. DRAWER 1807, AUSTIN, TEXAS 78767RECEIVED
R.R.C. OF TEXAS
SEP 14 1977
D.G.
MIDLAND, TEXAS

RAILROAD COMMISSION OF TEXAS
OIL AND GAS DIVISIONDirectional
WellAmended or
Corrected
PermitFORM W-1
(6-8-77)

API Well No: 42

Instruction (7a & b) on back side.

APPLICATION FOR PERMIT TO DRILL, DEEPEN, OR PLUG BACK

Check one: ☒ DRILL ☐ DEEPEN (Below Casing) ☐ DEEPEN (Within Casing) ☐ PLUG BACK ☐ OTHER (Specify) _____

If Amended Application, explain fully in Remarks or Attach Separate Page.

1. Operator BTA OIL PRODUCERS	4. Lease Name and RRC Lease or ID No. If Assigned) 7710 JV-P Chapman	7. RRC District 8
2. Address (Including City and Zip Code) 104 South Pecos Midland, Texas 79701	5. Location (Sec., Blk., Survey) Sec. 24, Blk 57, T-2, T&P RR Co.	8. County Reeves
3. Is Form P-5 (Organization Report) in Exact Operator Name Filed? YES ☒ NO ☐ (Instruction (2) on back side.)	6. This well is to be located <u>1/2</u> mile <u>X</u> NW Direction from <u>Orla</u> Nearest Post Office or Town.	9. Well Number 1
		10. Number of Acres in Lease 640
		11. Distance from Proposed Location to Nearest Property or Lease Line (ft.) 1320'
		12. Total Depth 16000'

EACH PROPOSED COMPLETION

REFER TO INSTRUCTIONS ON BACK SIDE. READ CAREFULLY AND FURNISH COMPLETE DATA.

13.	14.	15.	16.	17.	18.	19.	20.	21.	22.	23.
FIELD NAME (Exactly as shown on R. R. C. Proration Schedule including Reservoir if applicable.) If Wildcat, so state below.	Completion Depth	All Prior Rule 37 Case Numbers for this wellbore. If none, State None.	Applicable Field Rules Spacing Pattern, If no Rules, State 467-1200. (ft.)	Applicable Field Rules Density Pattern, If no Rules, State 40. (acres)	Number of Acres in Drilling Unit for this Well AND DESIGNATE ON PLAT.	Is this acreage presently assigned to another well in same field? (Yes or No. If yes explain in remarks.)	Distance from proposed location to nearest drilling unit completed or applied for well in same reservoir or same lease (ft.)	Is this a 1. Regular or 2. Rule 37 Location? Check the appropriate box.	Oil, Gas, or other Type Well (Specify)	Number of Wells or Permitted locations on this Lease in same Reservoir for which this Permit is Requested? OIL GAS
Chapman, Deep (Fusselman)	15500'	None	1320' 3735'	640	640	No	None	Regular 1 ☒ Rule 37 2 ☐	Gas	-0- -0-
								Regular 1 ☐ Rule 37 2 ☐		
								Regular 1 ☐ Rule 37 2 ☐		
								Regular 1 ☐ Rule 37 2 ☐		

24. PERPENDICULAR LOCATION FROM TWO DESIGNATED:

A. Lease Lines 1320' FWL & 1320' FNL
B. Survey Lines 1320' FWL & 1320' FNL

25. DISTANCE AND DIRECTION TO NEAREST WELL IN THE SAME FIELD ON THIS LEASE.

None

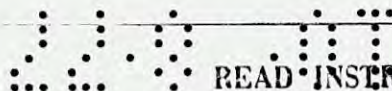
NOTICE

NO ALLOWABLE WILL BE ASSIGNED to any well which does not have sufficient surface casing to protect all fresh water sands. Where Commission rules do not specify surface casing requirements, it will be necessary to contact Texas Water Development Board, Austin, Texas, to ascertain the depth to which fresh water sands must be protected.

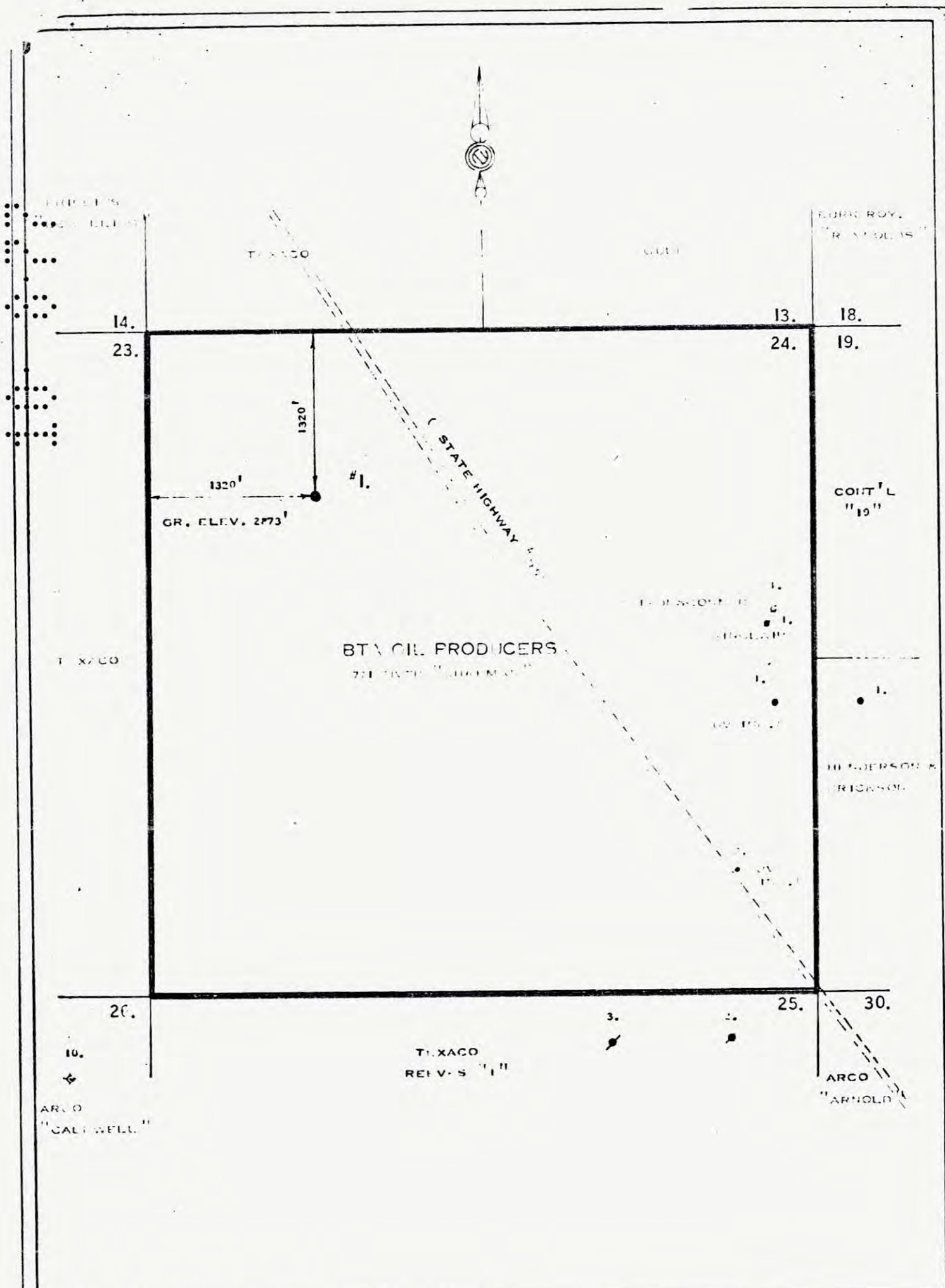
REMARKS: H₂S Well -- Certificate of Compliance for Chapman,
Deep (Fusselman) Field Approved 3/29/77. Certification
Number 4028.

CERTIFICATE

I declare under penalties prescribed in Article 6036c, R. C. S., that I am authorized to make this report, that this report was prepared by me or under my supervision and direction, and that data and facts stated therein are true, correct, and complete to the best of my knowledge.

Signature Bob K. Newland BOB K. NEWLAND
Title Regulatory Supervisor
Date 9/13/77Telephone: Area Code 915 682-3753

READ INSTRUCTIONS ON BACK SIDE AND FURNISH COMPLETE DATA.



THIS IS TO CERTIFY THAT THIS LOCATION WAS
MADE BY ME ON THE GROUND, AND THAT THIS
PLAT IS A CORRECT REPRESENTATION THEREOF.

THIS 12TH DAY OF SEPTEMBER, 1977
Max A. Schumann, Jr.
MAX A. SCHUMANN, JR.
REG. PUBLIC SURVEYOR

SCHUMANN ENGINEERING COMPANY
BOX 504 AREA CODE 915 MU 4 - 5548
MIDLAND, TEXAS, 79701



LOCATION PLAT

BTA OIL PRODUCERS

WELL NO. 1
T-1C-JV-P "CHAPMAN" LEASE
CHAPMAN, DEEP (FUSSELMAN)
1320 FT FR NORTH; 1320 FT FR WEST LINES
SECTION 24, BLOCK 57, T-2, T&P RR CO.

REEVES COUNTY, TEXAS

JOB NO.
9-1-77



PARTNERS
CARLTON BEAL
CARLTON BEAL, JR.
BARRY BEAL
SPENCER BEAL

BTA OIL PRODUCERS

104 SOUTH PECOS
MIDLAND, TEXAS 79701
AC 915-682-3753

October 11, 1977

161

In re: BTA 7710 JV-P Chapman
Reeves County, Texas

Mr. Jack M. Howard
GENERAL LAND OFFICE
Stephen F. Austin Bldg.
Austin, Texas 78701

Dear Mr. Howard:

Please be advised that BTA's 7710 JV-P Chapman #1 well located 1320' FN & WL of Section 24, Block 57, T-2, T&P Survey, Reeves County, Texas, spudded at 8:00 p.m. Saturday, October 8, 1977. This well is being drilled on Relinquishment Act land. You have previously been furnished Railroad Commission forms for this well.

Yours very truly,

Weldon Wheatley
WELDON WHEATLEY
For BTA Oil Producers

WW:plm

WELL STATUS REPORT

OPERATOR BTA PRODUCERS

STATE LEASE NO. M-65359 FEE R.A.L. Yes FREE ROYALTY

OFFSET, APPROX. FT. FROM STATE LEASE

LEASE 7710-JV-p-Chapman WELL NO. 1

FIELD NAME Chapman Deep Fusselman WILDCAT COUNTY Reeves

REPORT NO. 1st SPUD DATE 10-8-77 DRILLING DEPTH 1414 feet

COMPLETION DATE TOTAL DEPTH

PERFS 1ST COMPLETION: YES NO

POTENTIAL/TEST: OIL GAS D&A

REMARKS:

BA/jmh/gs

2-25-75


INSPECTOR

DATE Oct 12, 1977

WELL STATUS REPORT

OPERATOR BTA Oil Producers

STATE LEASE NO. M-65359 FEE R.A.L. Yes FREE ROYALTY

OFFSET, APPROX. FT. FROM STATE LEASE

LEASE 7710-JV-P Chapman WELL NO. 1

FIELD NAME Chapman Deep Fusselman WILDCAT COUNTY Reeves

REPORT NO. 2nd SPUD DATE 10-8-77 DRILLING DEPTH 2950 feet

COMPLETION DATE TOTAL DEPTH

PERFS 1ST COMPLETION: YES NO

POTENTIAL/TEST: OIL GAS D&A

REMARKS: Ran 133/8 casing or pipe to this depth ?

BA/jmh/gs

2-25-75


INSPECTOR

DATE Nov 2, 1977

WELL STATUS REPORT

OPERATOR BTA Oil Producers

STATE LEASE NO. M-65359 FEE R.A.L. Yes FREE ROYALTY

OFFSET, APPROX. FT. FROM STATE LEASE

LEASE 7710-JV-P Chapman WELL NO. 1

FIELD NAME Chapman Deep Fusselman WILDCAT COUNTY Reeves

REPORT NO. 3rd SPUD DATE 10-8-77 DRILLING DEPTH 11,613 feet

COMPLETION DATE TOTAL DEPTH

PERFS 1ST COMPLETION: YES NO

POTENTIAL/TEST: OIL GAS D&A

REMARKS:

BA/jmh/gs

2-25-75


INSPECTOR

Nov 30, 1977
DATE

WELL STATUS REPORT

OPERATOR BTA Oil Producers

STATE LEASE NO. M-65359 FEE _____ R.A.L. Yes FREE ROYALTY _____

OFFSET, APPROX. _____ FT. FROM STATE LEASE _____

LEASE 7710-JV-P Chapman WELL NO. 1

FIELD NAME Chapman Deep Fusselman WILDCAT _____ COUNTY Reeves

REPORT NO. 4th SPUD DATE 10-8-77 DRILLING DEPTH 13,837 feet

COMPLETION DATE _____ TOTAL DEPTH _____

PERFS _____ 1ST COMPLETION: YES _____ NO _____

POTENTIAL/TEST: OIL _____ GAS _____ D&A _____

REMARKS: Stuck & fishing ?

BA/jmh/gs

2-25-75


INSPECTOR

DATE Jan 31, 1978

WELL STATUS REPORT

OPERATOR BTA Oil Producers

STATE LEASE NO. M-65359 FEE R.A.L. Yes FREE ROYALTY

OFFSET, APPROX. FT. FROM STATE LEASE

LEASE 7710 JV-P-Chapman WELL NO. 1

FIELD NAME Chapman Deep Fusselman WILDCAT COUNTY Reeves

REPORT NO. 5th SPUD DATE 10-8-77 DRILLING DEPTH 15,733 feet

COMPLETION DATE TOTAL DEPTH

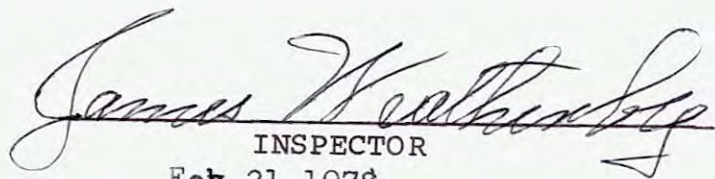
PERFS 1ST COMPLETION: YES NO

POTENTIAL/TEST: OIL GAS D&A

REMARKS: Set plug at 13,00 feet and will WHIPSTOCK from shoe at this depth ?

BA/jmh/gs

2-25-75


INSPECTOR
Feb 21, 1978
DATE

WELL STATUS REPORT

OPERATOR BTA Oil Producers

STATE LEASE NO. M-65359 FEE R.A.L. Yes FREE ROYALTY

OFFSET, APPROX. FT. FROM STATE LEASE

LEASE 7710-JV-P-Chapman WELL NO. #1

FIELD NAME Chapman Deep Fusselman WILDCAT COUNTY Reeves

REPORT NO. 6th SPUD DATE 10-8-77 DRILLING DEPTH 14,666 feet

COMPLETION DATE TOTAL DEPTH

PERFS 1ST COMPLETION: YES NO

POTENTIAL/TEST: OIL GAS D&A

REMARKS:

BA/jmh/gs

2-25-75



INSPECTOR

March 21, 1978

DATE

WELL STATUS REPORT

OPERATOR BTA Oil Proucers
STATE LEASE NO. M-65359 FEE R.A.L. Yes FREE ROYALTY
OFFSET, APPROX. FT. FROM STATE LEASE
LEASE 7710-JV-P-Chapman WELL NO. #1
FIELD NAME Chapman Deep Fusselman WILDCAT COUNTY Reeves
REPORT NO. 7th SPUD DATE 10-8-77 DRILLING DEPTH 15,842 feet
COMPLETION DATE TOTAL DEPTH
PERFS 1ST COMPLETION: YES NO
POTENTIAL/TEST: OIL GAS D&A
REMARKS:

BA/jmh/gs

2-25-75


INSPECTOR

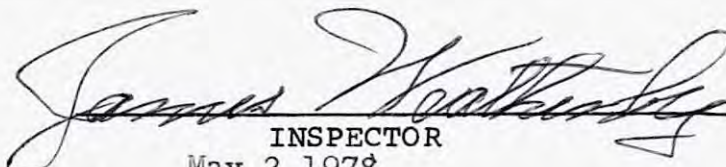
DATE April 12, 1978

WELL STATUS REPORT

OPERATOR BTA OIL PRODUCERS
STATE LEASE NO. M-65359 FEE R.A.L. Yes FREE ROYALTY
OFFSET, APPROX. FT. FROM STATE LEASE
LEASE 7710-JV-P-Chapman WELL NO. #1
FIELD NAME Chapman Deep Fusselman WILDCAT COUNTY Reeves
REPORT NO. 8th SPUD DATE 10-8-77 DRILLING DEPTH
COMPLETION DATE TOTAL DEPTH 15,842 feet
PERFS 1ST COMPLETION: YES NO
POTENTIAL/TEST: OIL GAS D&A
REMARKS: Ran liner. Moving rotary rig off the location this date ?

BA/jmh/gs

2-25-75


INSPECTOR
May 2, 1978
DATE

31

M. F. 65359

APPLICATION TO DRILL

WELL # 1

FILED 6-7 1978

BOB ARMSTRONG, COMMISSIONER

BY: MAJ

GAS WELL BACK PRESSURE TEST
COMPLETION OR RECOMPLETION REPORT AND LOG

1. FIELD NAME (as per RRC Records or Wildcat)	2. LEASE NAME	7. RRC District
Wildcat	7710 JV-P Chapman	8
3. OPERATOR		8. RRC Identification Number
BTA OIL PRODUCERS		
4. ADDRESS		9. Well Number
104 South Pecos Midland, Texas 79701		1
5. If Operator has changed within last 60 Days -- Give former Operator		10. County
		Reeves
6. LOCATION (Section, Block, and Survey)		11. Purpose of Test
Sec. 24, Blk 57, T-2, T&P RR Co. Survey		Initial Potential ☒
12. Pipe Line Connection	13. If Workover, give former Field (with Reservoir)	Retest ☐
LOVACA GATHERING COMPANY		Recloss ☐
15. List of Offset Operators Notified and Date of Notification	16. Type of Electric or other Log Run	14. Completion Date
None	Gamma Ray-Sonic	5/16/78

Section I GAS MEASUREMENT DATA										
Date of Test		Gas Measurement Method (Check One)						Gas produced during test		
5/26/78		Orifice Meter ☒	Positive Choke ☐	Orifice Vent Meter ☐	Pitot Tube ☐	Critical-flow Prover ☐	1249 MCF			
Run No.	Line Size	Orifice or Choke Size	24 Hr. Coeff. Orif or Choke	Static P _m or Choke Press	Diff. h _w	Flow Temp. °F	Temp. Factor F _{tf}	Gravity Factor F _g	Compress Factor F _{pv}	Volume MCF/DAY
1	4.026	1.250	9889.97	1165	12	81	0.9804	0.9927	1.091	1249
2										
3										
4										

Section II FIELD DATA AND PRESSURE CALCULATIONS											
Gravity (Dry Gas)		Gravity Liquid Hydrocarbon		Gas-Liquid Hydro Ratio		Gravity of Mixture		Avg. Shut-In Temp.		Bottom Hole Temp.	
0.6089		Dry		- - CF/Bbl		G _{mix} = 0.6089		132 °F		204°F @ 11,378 (Depth)	
D _{eff} ^{8/3} = 27.74		√T _i = √ 592 = 24.33		√GL = √ 6928 = 83.23							
C = $\frac{1118 \times (D_{eff})^{8/3}}{\sqrt{T}}$ = 1274		√GL = $\frac{83.23}{1274}$ = 0.0653									
Run No.	Time of Run Min.	Choke Size	Wellhead Press P _w PSIA	Wellhead Flow Temp. °F	P _w ² (Thousands)	R	R ² (Thousands)	P _i	P _w /P _i		
Shut-In											
1	1440	3/4	1210.2	60	1464.5	81.56	6.7	1212.9	1.002		
2											
3											
4											
Run No.	F	K	S = $\frac{1}{z}$	E _{ks}	P _f and P _s	P _f ² and P _s ²	P _f ² - P _s ²	Angle of Slope			
Shut-In											
1	1.00	0.2194	0.8150	1.1958	8410	70728		θ = 0.45			
2		0.2194	1.0395	1.2562	1523.6	2321	68406	n = 1.00			
3								Absolute Open Flow			
4								1291 MCF/DAY			

An inclination survey has been run in accordance with Statewide Rule 11 and the results are available upon request. Maximum horizontal displacement was 229.5977 feet at a measured depth of 12,850 feet.

Richard W. Cleavenger RICHARD W. CLEAVENGER LOFFLAND BROTHERS COMPANY
Signature of Authorized Representative Name of Company Conducting Survey
I have knowledge that the cementing operations, as reflected by the information found on the reverse side of this form, were performed as indicated by such information.
JAY HODNETT HALLIBURTON SERVICES
Signature of Cementer or Authorized Representative Name of Cementing Company

CERTIFICATE:

I declare under penalties prescribed in Article 6036c, R.C.S., that I am authorized to make this report, that this report was prepared by me or under my supervision and direction and that data and facts stated therein are true, correct, and complete, to the best of my knowledge.

O. V. Sivage O. V. SIVAGE Production Engineer 6/2/78
REPRESENTATIVE OF COMPANY TITLE DATE

SECTION III

DATA ON WELL COMPLETION AND LOG (Not Required on Rate)

17. Type of Completion:

New Well ☒Deepening ☐Plug Back ☐Other ☐

18. Date Permit Issued

9/15/77 *

19. Notice of Intention to Drill this Well was filed in Name of

BTA OIL PRODUCERS

20. If Special Permit, Give Permit Number

- -

21. Number of Producing Wells on this Lease in This Field (Reservoir) including this Well

1

22. Total Number of Acres in this Lease

640

23. Date Plug Back, Deepening, Work Over or Drilling Operations:

Commenced

10/8/77

Completed

5/14/78

24. Distance to Nearest Well, Same Lease & Reservoir

None

25. Location of Well, Relative to Nearest Lease Boundaries of Lease on which this Well is Located

1320

Feet From

North

Line And

1320

Feet From

West

Line of The

Chapman

Lease

26. Elevation (DF, RKB, RT, GR, ETC)

2873' GL

27. Was Directional Survey Made

Yes ☐No ☒

28. Top of Pay

11144'

29. Total Depth

15860'

30. P.B. Depth

11845'

31. Surface Casing Determined By:

Recommendation of Texas Water Development Board ☒Field Rules ☐Railroad Commission (Special) ☐

32. Is Well Multiple Completion?

Yes ☐No ☒

33. If Multiple Completion List All Reservoir Names (Completions in this Well)

- -

34. Intervals Drilled By:

Rotary Tools

0 - 15,860'

Cable Tools

- -

35. Name of Drilling Contractor

LOFFLAND BROTHERS COMPANY

36. Is Cementing Affidavit Attached?

Yes ☐No ☒

37. CASING RECORD (Report All Strings Set in Well)

CASING SIZE	WT #/ FT.	DEPTH SET	MULTI STAGE TOOL DEPTH	TYPE & AMOUNT CEMENT (Sacks)	HOLE SIZE	TOP OF CEMENT	SLURRY VOL. cu. ft.
13-3/8"	68#	2940'		C1 C 2700	17-1/2"	Circ.:	5196
9-5/8"	47#	10550'		C1 C&H 3600	12-1/4"	795' TS	6654

38. LINER RECORD

Size	Top	Bottom	Sacks Cement	Screen
7-3/4"	10,136'	12,275'	1000	- -

39. TUBING RECORD

Size	Depth Set	Packer Set	From	To
3-1/2"	11,020'	11,020'	11,144'	11,612'
			From	To
			From	To
			From	To

40. Producing Interval (this completion) indicate Depth of Perforations or Open Hole

41. ACID, SHOT, FRACTURE, CEMENT SQUEEZE, ETC.

Depth Interval	Amount and Kind of Material Used

42. FORMATION RECORD (LIST DEPTHS OF PRINCIPAL GEOLOGICAL MARKERS AND FORMATION TOPS)

Formations	Depth	Formations	Depth
Anhydrite	1,132'	Woodford	15,738'
Delaware Lime	2,953'	Fusselman	15,841
Bone Spring	7,533'		
Wolfcamp	10,670		
Atoka	13,050		
Mississippian	15,600		

REMARKS * Original Permit for Chapman, Deep (Fusselman) Field. Amended Permit filed for Wildcat Field 5/26/78. Very tight High pressure zone incapable of flowing a four point test with reasonable results.

BTA OIL PRODUCERS

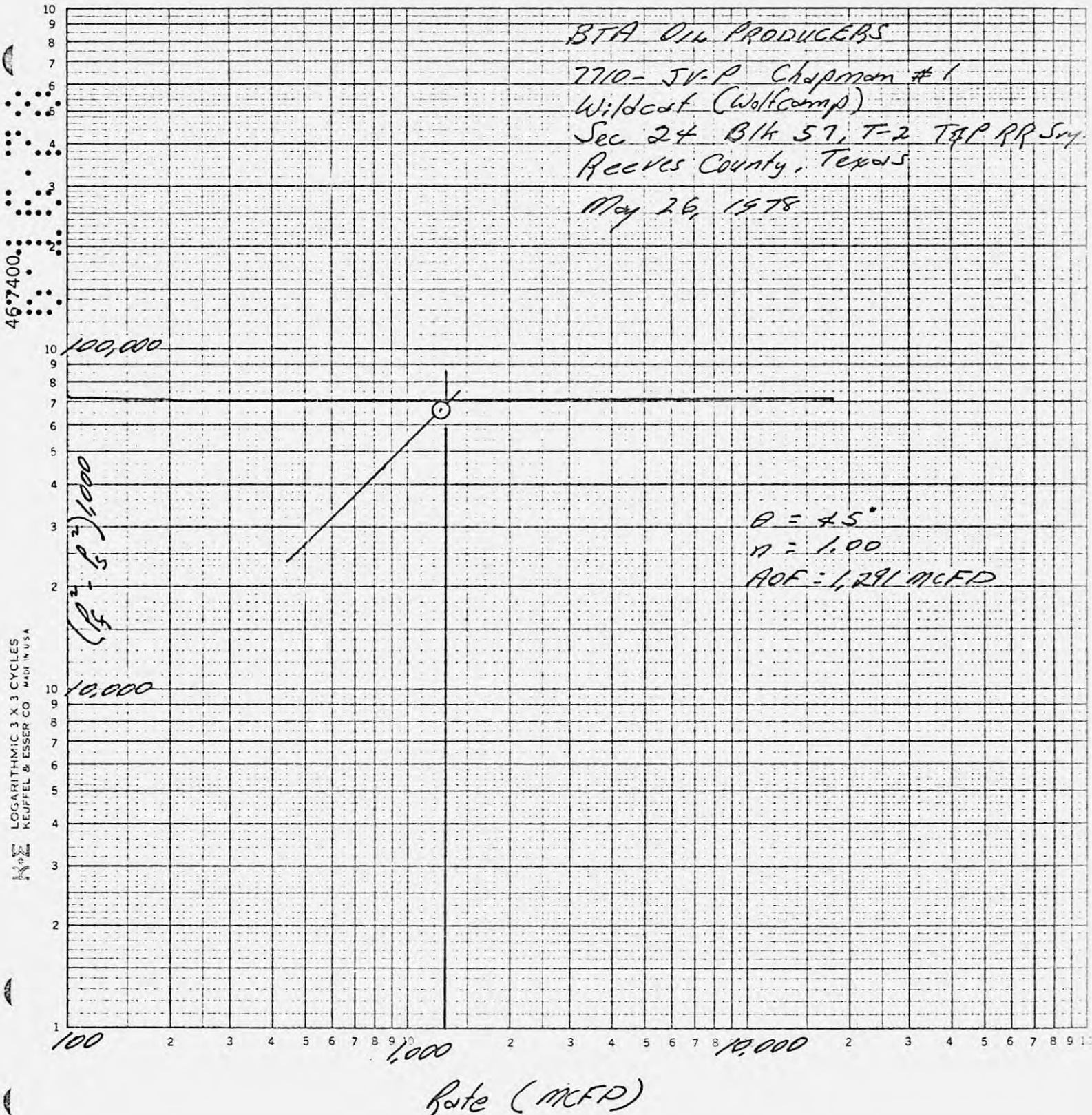
7710- JV-P Chapman #1

Wildcat (Wolfcamp)

Sec 24 Blk 57, T-2 T&P RR Svy

Reeves County, Texas

May 26, 1978



RAILROAD COMMISSION OF TEXAS
OIL AND GAS DIVISION

Form G-5
Rev. 7/5/66

GAS WELL STATUS REPORT

1. FIELD NAME (as per RRC Records) Wildcat	2. LEASE NAME 7710 JV-P Chapman	7. RRC District 8
3. OPERATOR BTA OIL PRODUCERS		8. RRC Identification Number
4. ADDRESS 104 South Pecos Midland, Texas 79701		9. Well Number 1
5. LOCATION (Section, Block, and Survey) Sec. 24, Blk. 57, T-2, T&P RR Co. Survey		10. County Reeves
6. Pipeline Connection or Use of Gas OVACA GATHERING COMPANY		11. Utilized for
		12. Acres Allocated to this Well 40

Section I		PRODUCTION TEST AT RATE ELECTED BY OPERATOR		(Data on 24-hour basis)
A. Gas Volume	1249 (MCF)	E. Casing Pressure	- -	(PSI)
B. Oil or Condensate Volume	dry (BBLs.)	F. Color of Liquid		
C. Gas/Liquid-Hydrocarbon Ratio	- - (CF/BBL.)	G. Gravity of Liquid		*API
D. Flowing Tubing Pressure	1197 (PSI)	H. Specific Gravity of the Gas (AIR = 1)	0.6089	

Section II		POTENTIAL TEST DATA	
A. Absolute Open Flow	1291 (MCF/DAY)	C. Shut-In Wellhead Pressure	7020 (PSI)
B. Date of Test	5/26/78	D. Length of Time Well Shut-In Prior to Test	1 week

Section III		A.S.T.M. DISTILLATION OF LIQUID SAMPLE	
Distillation Test is required only on Gas Wells producing with a Gas-Liquid Ratio of less than 100,000 Cubic Feet per Barrel.			
PER CENT OVER	TEMPERATURE (DEG. F.)		
I.B.R.			
10			
20			
30			
40			
50			
60			
70			
80			
90			
95			
E.P.			

I declare under penalties prescribed in Article 6036c, R. C. S., that I am authorized to make this report, that this report was prepared by me or under my supervision and direction, and that data and facts stated therein are true, correct, and complete, to the best of my knowledge.

Bob K. Newland BOB K. NEWLAND
SIGNATURE

5/30/78
DATE

Regulatory Supervisor
TITLE

RAILROAD COMMISSION OF TEXAS

OIL AND GAS DIVISION

APPLICATION FOR DISCOVERY ALLOWABLE AND NEW FIELD DESIGNATION

1. RRC District 8	2. County Reeves	3. Survey T&P RR Co.	4. Sec. No. 24
5. Operator BTA OIL PRODUCERS		6. Lease 7710 JV-P Chapman	7. Well No. 1
8. Address 104 South Pecos Midland, Texas 79701			
9. Suggested Field Names (In order of preference)		10. Name of Producing Zone Wolfcamp	
First: Chapman, Deep (Wolfcamp)		11. Type of Production (Indicate one only) OIL: GAS: X	
Second: Orla (Wolfcamp)		12. Top of Pay 11,144'	
Third: Sabre (Wolfcamp)		13. Perf. From: 11,144' To: 11,612'	
14. Date of Water Board letter: Original permit for Chapman, Deep (Fussell) Field, rules Required 1000' surface csg. Ltr Requesting new Recommendation filed to TWOB 5/25/78		15. Date Commission Form W-2 or G-1 (Potential Test) filed: June 2, 1978	
16. Nearest Production (oil and/or gas, past or present) to this Well:		BOPD ° API Gravity GOR AOF MCF/D Gas Gravity Gas-Liq. Hydro Ratio	
a. Field: Chapman, Deep (Atoka) Field		Oil or Gas (State Which): Gas	
b. Reservoir Name & Depth Interval: Atoka @ 13,000'			
c. Distance & Direction from this Well: 3500' Northwest			
17. Nearest Comparable Production (oil and/or gas, past or present) to this Well:			
a. Field: Red Hills (Wolfcamp) (New Mexico)		Oil or Gas (State Which): Gas	
b. Reservoir Name & Depth Interval: Wolfcamp @ 13,000'			
c. Distance & Direction from this Well: 25 miles Northeast			
ALL OFFSET OPERATORS MUST BE NOTIFIED BY WRITING BY THE APPLICANT.			
If this is a newly discovered reservoir on a known producing multi-reservoir structure, all operators in field or fields involved must be notified by copy of this application.			
18. Date the operators were notified of this application: June 2 , 19 78			
19. Operators Notified (List Below):			
a. Operator Name	b. Address		
ATLANTIC RICHFIELD COMPANY	Box 1610 Midland, Texas 79702		
BURK ROYALTY COMPANY	800 Oil & Gas Bldg., Wichita Falls, Texas 76301		
COQUINA OIL CORP.	Box 2960 Midland, Texas 79702		
CONTINENTAL OIL COMPANY	Box 9159 Midland, Texas 79702		
GULF OIL CORP.	Box 1150 Midland, Texas 79702		
HENDERSON & ERICKSON	200 Gihls Tower West, Midland, Texas 79701		
TEXACO, INC.	Box 3109 Midland, Texas 79702		
WHISNAND, EARL	C&K Petroleum Bldg. Midland, Texas 79701		

CERTIFICATE:

I declare under penalties prescribed in Article 6036c, R. C. S., that I am authorized to make this report, that this report was prepared by me or under my supervision and direction, and that data and facts stated therein are true, correct, and complete, to the best of my knowledge.

Bob K. Newland
Signature
5/30/78
Date
Regulatory Supervisor
Title

BOB K. NEWLAND
Name of Person (type or print)
Telephone No. **915** **682-3753**
Area Code Number

RAILROAD COMMISSION OF TEXAS,
OIL AND GAS DIVISION

Form P-4
Rev. 3/1/77

Producer's Certificate of Compliance and Authorization to Transport Oil and/or Casinghead Gas From an Oil Lease or Gas and/or Condensate from a Gas Well.		RRC District 8
Field Name (as per RRC records) Wildcat		RRC Oil Lease No.
Lease Name 7710 JV-P Chapman		RRC Gas Well Ident. No.
Operator Name BTA OIL PRODUCERS		Gas Well No. 1
Address 104 South Pecos		Effective Date Immediately
City, State, Zip Code Midland, Texas 79701		County Reeves
		Survey T&P RR Co.

GAS GATHERER, PURCHASER, AND NOMINATOR
NOTE: The names of all three of the above must be furnished for all gas sold.

Name LOVACA GATHERING COMPANY		RRC USE ONLY 100 % of the	INDICATE MARKET ☒ Gas Well Gas ☐ Full Well Stream ☐ Casinghead Gas	☒ Interstate ☒ Intrastate ☒ Gatherer ☒ Purchaser ☒ Nominator
Address Five Greenway Plaza East				
City, State, Zip Code Houston, Texas 77046				
Name		RRC USE ONLY	INDICATE MARKET	☐ Interstate ☐ Intrastate
Address			☐ Gas Well Gas ☐ Full Well Stream ☐ Casinghead Gas	☐ Gatherer ☐ Purchaser ☐ Nominator
City, State, Zip Code				
Name		RRC USE ONLY	INDICATE MARKET	☐ Interstate ☐ Intrastate
Address			☐ Gas Well Gas ☐ Full Well Stream ☐ Casinghead Gas	☐ Gatherer ☐ Purchaser ☐ Nominator
City, State, Zip Code				
Name		RRC USE ONLY	INDICATE MARKET	☐ Interstate ☐ Intrastate
Address			☐ Gas Well Gas ☐ Full Well Stream ☐ Casinghead Gas	☐ Gatherer ☐ Purchaser ☐ Nominator
City, State, Zip Code				

OIL OR CONDENSATE GATHERER

Name NONE		RRC USE ONLY	☐ Oil ☐ Condensate
Address			
City, State, Zip Code			
Name		RRC USE ONLY	☐ Oil ☐ Condensate
Address			
City, State, Zip Code			

INDICATE PURPOSE OF FILING

☒ New Oil Lease or Gas Well. Form W-1 (Application for Permit to Drill, Deepen or Plug Back) filed in the name of: BTA OIL PRODUCERS 7710 JV-P Chapman		FOR RRC USE ONLY Field No. Operator No. Approved
Operator Lease		
☐ Change of Gatherer ☐ Change of Purchaser ☐ Change of Nominator		
☐ Change field name from		
☐ Change operator name from		
☐ Change lease name from		
☐ Consolidation or subdivision of lease (Attachments required - - See instructions.)		
Previous Form P-4 approval date if filed (or prior SW-1 number) mo. day yr. SW-1 Number or Date		
REMARKS: Initial P-4		

AUTHORIZATION BY CURRENT OPERATOR
The undersigned certifies that the above agent is authorized to transport the above specified percentage of the allowable oil or gas produced from the above described property in accordance with the regulations of the Railroad Commission of Texas, and that this authorization will be valid until further notice or until cancelled by the Railroad Commission of Texas, and the undersigned further certifies that the conservation laws of the State of Texas and all rules, regulations, and orders of the Railroad Commission of Texas have been complied with in respect to the property covered by this report.

5/30/78 Date *Bob K. Newland* Signature BOB K. NEWLAND Title Regulatory Supervisor Area Code & Telephone No. 915/682-3753

OPERATOR NAME CHANGE (Acknowledgment required on changes of operator.)
The undersigned, being the previous operator, has transferred operating responsibility on the above property.

Previous Operator Signature Title Address City, State & Zip Code Date Area Code & Telephone No.

If there are additional gatherers, purchasers, or nominators, check here ☐ and use reverse side of this form.

32

M. F. 65359
WELL # 1 COMPLETION REPORT
BOB ARMSTRONG, COMMISSIONER
FILED 6/16/78 BY MHJ

07010

DETACH THIS STUB & RETAIN FOR YOUR FILES

LEASE NUMBER				LINE	TYPE OF LEASE	DISTRICT	COUNTY	STATE CODE	STATE	RENTAL PERIOD			
										NO. OF MONTHS	BEGINNING		
										MONTH	DAY	YEAR	
G135871				H	413	24	REEVES	13	TEXAS	12	10	15	78

DESCRIPTION:

NORTH HALF OF SECTION 24, BLOCK 57, T-2,
T&P RY. CO. SURVEY.
STATE LEASE NO. M-65359

KEEP THIS RECEIPT FOR YOUR
RECORDS AND/OR FOR TAX
PURPOSES. DUPLICATE COPIES
NOT AVAILABLE. WHEN MAKING
INQUIRIES PLEASE REFER TO
LEASE NUMBER.

DEPOSIT TO THE CREDIT OF	AMOUNT	PAYMENT MADE FOR	INTEREST	AMOUNT
DIRECT	32.00	PHILLIPS PET CO ✓ DIXON & CONNER OIL COMPANY	93.7500000	30.00
			6.2500000	2.00
		<i>Bartlesville, Okla. ✓</i>		
TOTAL	32.00	TOTALS	100.0000000	32.00

121
1300

077 0

(33) N-65359

Rental Payment

9-7-78



January 26, 1979

BTA Oil Producers
104 South Pecos
Midland, Texas 79702

ATTENTION: J. R. Stimel

RE: State Lease M-65359
Chapman
Chapman Deep (Wolfcamp) Field
Reeves County, Texas

Gentlemen:

In accordance with the provisions set forth in our Oil or Gas Lease Form and/or the statutes, we ask that you furnish this office with a copy of the Contract covering gas sales from the above lease.

The Contract is needed by this office in order to conduct an audit of your gas royalty reports and payments.

In addition to furnishing us with a copy of the Contract under which the gas is sold or processed please complete the attached "Gas Contract Brief".

If this Gas Contract covers more than one lease and/or mineral file number, one brief and copy of the contract will be sufficient, but the specific General Land Office lease and/or mineral file number must be noted in the appropriate spaces provided in the Contract Brief.

This information is needed by this office at your earliest convenience.

Sincerely yours,

A handwritten signature in dark ink, which appears to read "Harry T. Finnell". The signature is fluid and cursive, written over the typed name.

Harry T. Finnell, Supervisor Gas Contracts
Resource Accounting
Telephone No. 512-475-4541
HF/glc
Enclosure

(34) M. F. 65359

CORRESPONDENCE FILE

To BTA O. / Produced

~~From~~

Dated 1-26-79



121
SS
FF
Ref

PARTNERS
CARLTON BEAL
CARLTON BEAL, JR.
BARRY BEAL
SPENCER BEAL
KELLY BEAL

BTA OIL PRODUCERS

104 SOUTH PECOS
MIDLAND, TEXAS 79701
AC 915-682-3753

February 14, 1979

GENERAL LAND OFFICE
Austin, Texas 78701

Attention: Mr. Harry T. Finnell
Resource Accounting

Re: State Lease M-65359
Chapman
Chapman Deep (Wolfcamp) Field
Reeves County, Texas

Gentlemen:

BTA ratified contract #5243 RE between Texas Utilities Fuel Company and LOVACA GATHERING COMPANY and COQUINA OIL CORP.

Your request for information has been forwarded to COQUINA OIL CORP. for completion.

Sincerely,

J. R. STIMMEL
For BTA Oil Producers

JRS/dh

(35)
M. F. 65359

CORRESPONDENCE FILE

To *B.T.A. O'Hodges*

From

Dated *2-14-79*

57059

121
FS
H
File

COQUINA OIL CORPORATION

P. O. Drawer 2960 Midland, Texas 79702 Telephone (915) 682-6271

March 8, 1979

General Land Office
Austin, Texas 78701

Attention: Mr. Harry T. Finnell,
Supervisor Gas Contracts

Re: State Lease M-65359
Chapman
Chapman Deep (Wolfcamp) Field
Reeves County, Texas

Gentlemen:

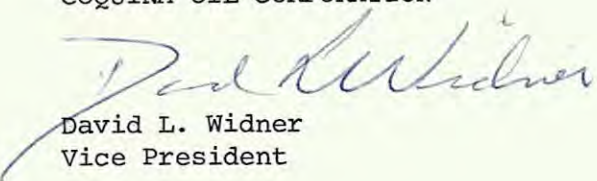
We are in receipt of your letter dated January 26, 1979, addressed to BTA Oil Producers, 104 South Pecos, Midland, Texas, relative to the subject lease.

It is our opinion that BTA will need to furnish the information you request. Coquina Oil Corporation has previously furnished a copy of Gas Purchase Contract No. 5243-RE pertaining to State Lease M-72298 in this same area.

Should you have further questions concerning this matter, please let us know.

Sincerely,

COQUINA OIL CORPORATION


David L. Widner
Vice President

DLW-pt

1075

(36)

M. F. 65359

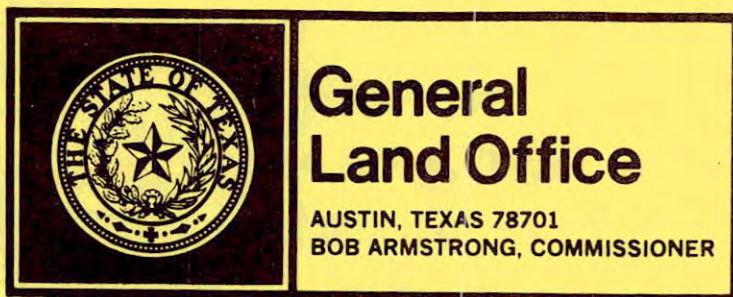
CORRESPONDENCE FILE

To *Covina Oil Corp*

From

Dated 3-8-79

24053



IMPORTANT: RETAIN WHITE COPY AND
RETURN YELLOW COPY WITH
REQUESTED DOCUMENTS.

July 6, 1979

BTA 011 Producers
104 S. Pecos
Midland, Texas 79701

ATTENTION: MR. KELLY GORDON

RE: State Lease M-65359
7710-01 Chapman Lease
Chapman Deep (Wolfcamp) Field
Reeves County, Texas

Gentlemen:

This is to advise that the statutes require certain records to be filed in the General Land Office each month pertaining to production for the preceding month when a lease is producing.

The files of this office do not show the following records to have been received:

BTU Statements for May, June and July, 1978 and monthly thereafter.

Please file these records at the earliest possible time.

Sincerely yours,

George A. Clark, Supervisor
Resource Accounting
Telephone No. 512-475-2858

PS/glc

M. F. 65359
CORRESPONDENCE FILE

(To) BTA Oil
From

Dated 7-6-79 ge

LEASE NUMBER	LINE	TYPE OF LEASE	DISTRICT	COUNTY	STATE CODE	STATE	RENTAL PERIOD			
							NO. OF MONTHS	MONTH	DAY	YEAR
G135871	H	413	23	REEVES	13	TEXAS	12	10	15	79

DESCRIPTION:

NORTH HALF OF SECTION 24, BLOCK 57, T-2,
T&P RY. CO. SURVEY.
STATE LEASE NO. M-65359

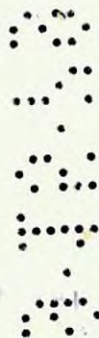
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RECORDS AND/OR FOR TAX
PURPOSES. DUPLICATE COPIES
NOT AVAILABLE. WHEN MAKING
INQUIRIES PLEASE REFER TO
LEASE NUMBER.

12/1
Phillips Pet. Co. Bartlesville, Okla.

DEPOSIT TO THE CREDIT OF	AMOUNT	PAYMENT MADE FOR	INTEREST	AMOUNT
DIRECT	32.00	PHILLIPS PET CO DIXON & CONNER OIL COMPANY	93.7500000 6.2500000	30.00 2.00
TOTAL	32.00	TOTALS	100.0000000	32.00

3467

③ M-65359
Rental Payment
9-15-79



Chapman Deep (Wolfcamp) Field STATE LEASE MF 65339
7710-01 Chapman lease
Reeves County

OPERATOR
BTA Oil Producers

COLUMN WRITE®	1		2		3		4		5		6	
	MONTH		Adjusted GROSS VALUE	ROYALTY DUE	ROYALTY PAID	ADDITIONAL ROYALTY DUE	ACCUMULATED SHORTAGE	PENALTY DUE AT 1% PER MONTH				
	Used Value	Sales Value		%								
1	5/78	108.81	20,372.79	2048160	160013	159162	851	851	09	1		
2	6/78	108.81	59,807.16	5991597	468094	467243	851	1702	17	2		
3	7/78	111.28	50,955.99	5106727	398963	398094	869	2571	26	3		
4					1027070	1024499	2571		52	4		
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50										50		

1% per month penalty on 2571
Computed from 10/78 - 6/80 540
Total Penalty 592
Adtl. Roy Due 2571
Total Due 3163



IMPORTANT: RETAIN WHITE COPY AND
RETURN BLUE COPY WITH
SEPARATE CHECK FOR TOTAL
DUE.

July 31, 1980

BTA Oil Producers
104 South Pecos
Midland, Texas 79701

ATTENTION: ACCOUNTING MANAGER

RE: State Lease M-65359
7710-01 Chapman Lease
Chapman Deep (Wolfcamp) Field
Reeves County, Texas

Gentlemen:

Examination of your Gas Reports (Form MA-2), Lovaca Gahtering Company gas purchase statement and BTA Oil Producers royalty payments received for the subject lease indicates for the period May, 1978 through July, 1978, gas royalty has been underpaid \$25.71. (See attached schedule.)

As per the contract on file in our office, royalty is due on all gas produced including "Used Gas". For the above referenced months, used gas was reported but royalty was not paid.

If your records show this royalty has been paid, please advise the total amount of the check and the approximate date it was mailed. If royalty has not been paid, please pay or make arrangement for payment of \$31.63 which includes \$25.71 additional royalty and the required statutory delinquency penalty of \$5.92 as provided by Section 52.131, Texas Natural Resources Code. The statutes require that each such penalty shall never be less than Five Dollars (\$5). The delinquency penalty is computed for the period July, 1978 through June, 1980.

Sincerely yours,

Ernest H. Hielscher, Unit Supervisor
Resource Accounting
Telephone No. 512-475-2858
TB/glc
Enclosures

M. F. 65359

CORRESPONDENCE FILE

To BTA oil Prod.

From

Dated 7-31-80gr

LEASE NUMBER	LINE	TYPE OF LEASE	DISTRICT	COUNTY	STATE CODE	STATE	RENTAL PERIOD			
							NO. OF MONTHS	MONTH	BEGINNING DAY	YEAR
G135871	H	413	23	REEVES	13	TEXAS	12	10	15	80

DESCRIPTION:

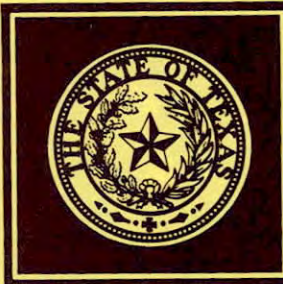
NORTH HALF OF SECTION 24, BLOCK 57, T-2,
T&P RY. CO. SURVEY.
STATE LEASE NO. M-65359

KEEP THIS RECEIPT FOR YOUR
RECORDS AND/OR FOR TAX
PURPOSES. DUPLICATE COPIES
NOT AVAILABLE. WHEN MAKING
INQUIRIES PLEASE REFER TO
LEASE NUMBER.

121

DEPOSIT TO THE CREDIT OF	AMOUNT	PAYMENT MADE FOR	INTEREST	AMOUNT
DIRECT	32.00	PHILLIPS PET CO DIXON & CONNER OIL COMPANY <i>Bartlesville</i> <i>Ob</i>	93.7500000 6.2500000	30.00 2.00
TOTAL	32.00	TOTALS	100.0000000	<i>1427</i> X 32.00

④ M-65359
Rental Payment
9-6-80



General Land Office

AUSTIN, TEXAS 78701
BOB ARMSTRONG, COMMISSIONER

September 11, 1980

BTA Oil Producers
104 South Pecos
Midland, Texas 79701

SECOND REQUEST

ATTENTION: ACCOUNTING MANAGER

RE: State Lease M-65359
7710-01 Chapman Lease
Chapman Deep (Wolfcamp) Field
Reeves County, Texas

Gentlemen:

Enclosed is a copy of our letter to you dated ~~July 31, 1980~~ and as of this date we have not received a reply to this letter.

In order to expedite the handling of your correspondence, please direct your reply to the undersigned Supervisor.

Your prompt attention to this matter is requested.

Sincerely yours,

~~Duke Hartman~~, Supervisor
~~Duke Hartman~~, Accounting
Telephone No.
Enclosure 512-475-2858

TB/glc

(41)

M-65359

⑦ BTA Oil

9-11-80z

STATE LEASE M-65359

OPERATOR

Lse Name : 7710-01 Chapman
Field : Chapman Deep (Wolfcamp)

BTA Oil Producers

COLUMN WRITE @			1		2		3		4		5		6	
	MONTH		Adjusted GROSS VALUE		ROYALTY DUE 7.8125 %		ROYALTY PAID		ADDITIONAL ROYALTY DUE		ACCUMULATED SHORTAGE		PENALTY DUE AT 1% PER MONTH	
	Used Value	Sales Value												
1	8/78	110.04	45,769.79	\$ 45,879.83	\$ 3584.36	\$ 3575.76	\$ 8.60	\$ 8.60	\$ 8.60	\$ 8.60	\$ 8.60	\$ 8.60	.09	1
2	9/78	111.48	39,927.68	40,039.16	3128.06	3119.35	8.71	17.31	8.71	17.31	17.31	17.31	.17	2
3	10/78	111.04	48,946.35	49,057.39	3832.61	3823.93	8.68	25.99	8.68	25.99	25.99	25.99	.26	3
4	11/78	112.64	45,173.75	45,286.39	3538.00	3529.20	8.80	34.79	8.80	34.79	34.79	34.79	.35	4
5	12/78	111.28	26,405.32	26,516.60	2071.61	2062.92	8.69	43.48	8.69	43.48	43.48	43.48	.44	5
6	1/79	111.28	19,351.47	19,462.75	1520.53	1511.83	8.70	52.18	8.70	52.18	52.18	52.18	.52	6
7	2/79	111.27	18,967.80	19,079.07	1490.55	1481.86	8.69	60.87	8.69	60.87	60.87	60.87	.61	7
8	3/79	111.28	43,009.09	43,120.37	3368.78	3360.08	8.70	69.57	8.70	69.57	69.57	69.57	.70	8
9	4/79	109.32	45,419.22	45,528.54	3556.92	3548.38	8.54	78.11	8.54	78.11	78.11	78.11	.78	9
10	5/79	110.38	36,870.50	36,980.88	2889.13	2880.51	8.62	86.73	8.62	86.73	86.73	86.73	.87	10
11	6/79	110.38	12,739.60	12,849.98	1003.90	995.28	8.62	95.35	8.62	95.35	95.35	95.35	.95	11
12	7/79	110.38	25,374.95	25,485.33	1991.04	1982.42	8.62	103.97	8.62	103.97	103.97	103.97	1.04	12
13	8/79	114.69	47,322.42	47,487.11	3709.93	3700.97	8.96	112.93	8.96	112.93	112.93	112.93	1.13	13
14	9/79	107.40	42,433.41	42,540.81	3323.50	3315.11	8.39	121.32	8.39	121.32	121.32	121.32	1.21	14
15	10/79	112.09	34,790.33	34,902.42	2726.75	2717.99	8.76	130.08	8.76	130.08	130.08	130.08	1.30	15
16	11/79	111.81	41,822.48	41,934.29	3276.12	3267.38	8.74	138.82	8.74	138.82	138.82	138.82	1.39	16
17	12/79	111.90	40,464.80	40,576.70	3170.05	3161.31	8.74	147.56	8.74	147.56	147.56	147.56	1.48	17
18	1/80	111.90	31,819.84	31,931.74	2494.67	2485.93	8.74	156.30	8.74	156.30	156.30	156.30	1.56	18
19	2/80	135.13	42,624.94	42,760.07	3340.63	3330.07	10.56	166.86	10.56	166.86	166.86	166.86	1.67	19
20	3/80	114.64	38,391.79	38,506.43	3008.31	2999.36	8.95	175.81	8.95	175.81	175.81	175.81	1.76	20
21	4/80	114.64	37,855.04	37,969.68	2966.38	2957.43	8.95	184.76	8.95	184.76	184.76	184.76	1.85	21
22	5/80	114.64	35,226.70	35,341.34	2761.04	2752.09	8.95	193.71	8.95	193.71	193.71	193.71	1.94	22
23					\$ 62752.87	\$ 62,559.16	\$ 193.71		\$ 193.71		\$ 22.07			23
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19% per month penalty on
\$ 193.71 computed from Aug. 1980 - May 1981
Total Penalty Due \$ 41.44

June 3, 1981

BTA Oil Producers
104 S. Pecos
Midland, Texas

ATTENTION: Accounting Manager

RE: State Lease M-65359
7710-01 Chapman Lease
Chapman Deep (Wolfcamp) Field
Reeves County, Texas

Gentlemen:

Examination of your Gas Reports (Form MA-2) LoVaca Gathering Company's gas purchase statements and BTA Oil Producers' royalty payments received for the subject lease indicates for the period August, 1978 through May, 1980, gas royalty has been underpaid \$193.71. (See attached schedule.)

Based on the terms of this lease, royalty is due for all gas produced including "Used Gas". In the above referenced months used gas was reported but royalty was not paid to the State.

If your records show this royalty has been paid, please advise the total amount of the check and the approximate date it was mailed. If royalty has not been paid, please pay or make arrangement for payment of \$235.15 which includes \$193.71 additional royalty and the required statutory delinquency penalty of \$41.44 as provided by Section 52.131, Texas Natural Resources Code. The statutes require that each such penalty shall never be less than Five Dollars (\$5). The delinquency penalty is computed for the period October, 1978 through May, 1981.

Sincerely yours,

Duke Martin, Unit Supervisor
Resource Accounting
Telephone No. 512-475-2858
Enclosure

SKS/pdg

42

M. F. 65359
CORRESPONDENCE FILE
TO
BTA oil
FROM
DATED 6-3-81

June 5, 1981
GLO 1075

BTA Oil Producers
104 South Pecos St.
Midland, Texas 79701

RE: State Lease M-65359
Chapman
Chapman Deep (Wolfcamp) Field
Reeves County, Texas

Gentlemen:

Gas Reports submitted for the above lease for June, July, August, 1980 and January, 1981 show MMBTU prices higher than indicated in your Gas Purchase Contract with Valero.

Please explain how these prices were calculated. If the contract has been amended, please send copies of such amendments since the amendment dated August 8, 1979 establishing the price of \$2.148 became effective on July 1, 1979.

Sincerely yours,

Harry T. Finnell, Supervisor
Resource Accounting
Telephone No. 512-475-4541
HF/mow
Enclosures:

M. F. 65359
CORRESPONDENCE FILE
TO

BTA 0.1
FROM

DATED 6-5-81

(43)



121

J.S.
F. 12

PARTNERS
CARLTON BEAL
CARLTON BEAL, JR.
BARRY BEAL
SPENCER BEAL
KELLY BEAL

BTA OIL PRODUCERS

104 SOUTH PECOS
MIDLAND, TEXAS 79701
AC 915-682-3753

June 10, 1981

GENERAL LAND OFFICE
Austin, Texas 78701

ATTENTION: Mr. Harry T. Finnell

RE: State Lease M-65359
7710 JV-P Chapman
Chapman Deep (Wolfcamp) Field
Reeves County, Texas

Gentlemen:

Reference is made to your letter of June 5, 1981, as captioned above.

The Gas Purchase Contract covering the captioned state lease provides for a price redetermination each July 1 to be equal to the average of the two highest prices being paid during the applicable time period.

BTA was designated Seller's Representative under the above mentioned contract on July 2, 1980, and since we have negotiated and received a price for gas at the maximum lawful rate allowed under the NGPA.

Attached for your records are the letter agreements stating the price to be paid during the applicable time periods.

If I can be of any further assistance, please advise.

Sincerely,

CHARLES S. KUSS
For BTA Oil Producers

Attachments

M. F. 6 5359 (47)

CORRESPONDENCE FILE

TO

BTA

FROM

DATED 6-10-81

07307

3

June 17, 1981

GLO 1075

BTA Oil Producers
104 S. Pecos
Midland, Texas 79702

ATTENTION: J.R. Stimmel

RE: State Lease M-65359
Chapman Field
Reeves County, Texas
Contract No. 5243-RE

Gentlemen:

The Gas Purchase Contract between you, as seller, and Valero, as buyer, dated January 17, 1977, includes the above State Lease. The price is due to be renegotiated on July 1, 1981.

When negotiations have been completed, please furnish this office a copy of the document for our files. If it is your intent not to renegotiate, please advise.

Sincerely yours,

Harry T. Finnell
Supervisor, Gas Contracts
Resource Accounting
Telephone No. 512-475-4541

HTF/pdg

15

M. F. 65359
CORRESPONDENCE FILE
TO

RTA
FROM

DATED 6-17-81

LEASE NUMBER	LINE	TYPE OF LEASE	DISTRICT	COUNTY	STATE CODE	STATE	RENTAL PERIOD			
							NO. OF MONTHS	MONTH	BEGINNING DAY	YEAR
G135871	H	413	23	REEVES	13	TEXAS	12	10	15	81

DESCRIPTION:

NORTH HALF OF SECTION 24, BLOCK 57, T-2,
T&P RY. CO. SURVEY.
STATE LEASE NO. M-65359

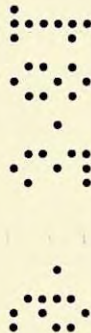
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NOT AVAILABLE. WHEN MAKING
INQUIRIES PLEASE REFER TO
LEASE NUMBER.

121

DEPOSIT TO THE CREDIT OF	AMOUNT	PAYMENT MADE FOR	INTEREST	AMOUNT
DIRECT	32.00	PHILLIPS PET CO DIXON & CONNER OIL COMPANY	93.7500000 6.2500000	30.00 2.00
		Bartlesville, Ok.		
TOTAL	32.00	TOTALS	100.0000000	32.00

768

(46) M-45359
Rental Payment
9-3-81



LEASE NUMBER	LINE	TYPE OF LEASE	DISTRICT	COUNTY	STATE CODE	STATE	RENTAL PERIOD		
							NO. OF MONTHS	MONTH	BEGINNING DAY YEAR
G135871	H	413	23	REEVES	13	TEXAS	12	40	15 82

DESCRIPTION:

NORTH HALF OF SECTION 24, BLOCK 57, T-2,
T&P RY. CO. SURVEY.
STATE LEASE NO. M-65359

121

KEEP THIS RECEIPT FOR YOUR
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LEASE NUMBER.

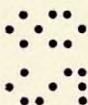
DEPOSIT TO THE CREDIT OF	AMOUNT	PAYMENT MADE FOR	INTEREST	AMOUNT
DIRECT	32.00	PHILLIPS PET CO DIXON & CONNER OIL COMPANY <i>Houston</i>	93.7500000 6.2500000	30.00 2.00
TOTAL	32.00	TOTALS	100.0000000	32.00

00740

(47) M-65859

Rental Payment

9-3-82



STATE LEASE 4410-01 CHAPMAN

CHAPMAN DEEP (WOLF CAMP)

OPERATOR

STA OIL PRODUCERS

REEVES COUNTY, TEXAS

M-65359

	1	2	3	4	5	6	
MONTH	GROSS VALUE	ROYALTY DUE %	ROYALTY PAID	ADDITIONAL ROYALTY DUE	ACCUMULATED SHORTAGE	PENALTY DUE AT 1% PER MONTH	
July	4254101	332586	332586	— 0 —	— 0 —	— 0 —	1
August	3342281	263459	263459	— 0 —	— 0 —	— 0 —	2
September	4226298	330180	330180	— 0 —	— 0 —	— 0 —	3
October	4322165	334669	334669	— 0 —	— 0 —	— 0 —	4
November	3444638	295128	295128	— 0 —	— 0 —	— 0 —	5
December	4309243	336662	336662	— 0 —	— 0 —	— 0 —	6
January	4132388	322843	322843	— 0 —	— 0 —	— 0 —	7
February	3358234	262362	252287	10045	10045	100	8
March	4104648	320910	320910	— 0 —	10045	100	9
April	3490934	242429	242429	— 0 —	10045	100	10
May	5115966	399685	399685	— 0 —	10045	100	11
June	4949924	386413	386413	— 0 —	10045	100	12
July	4909116	383525	383525	— 0 —	10045	100	13
				10045		100	14
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Add'l Penalty on

\$ 10045 @ 10% Per

Month for Period

10/82 - 6/83

TOTAL PENALTY

1506

TOTAL ROYALTY DUE

10045

TOTAL PENALTY DUE

1506

TOTAL DUE

11581

Garry Mauro
Commissioner
General Land Office



IMPORTANT: RETAIN WHITE COPY AND
RETURN BLUE COPY WITH
SEPARATE CHECK FOR THE
TOTAL DUE.

July 27, 1983

BTA Oil Producers
104 South Pecos Street
Midland, Texas 79701

ATTENTION: ACCOUNTING MANAGER

RE: State Lease M-65359
7710-01 Chapman Lease
Chapman Deep (Wolfcamp) Field
Reeves County, Texas

Gentlemen:

Examination of your Gas Reports (Form MA-2), BTA Oil Producers gas purchase statements, and your royalty payments received for the subject lease indicates for the month of February, 1982, gas royalty has been underpaid \$100.75. (See attached schedule.)

It appears that there was a miscalculation in determining royalty due for used on lease gas.

If your records show this royalty has been paid, please advise the total amount of the check and the approximate date it was mailed. If royalty has not been paid, please forward a check for \$115.81 to pay the \$100.75 additional royalty and the required statutory delinquency penalty of \$15.06 as provided by Sec. 52.131, Texas Natural Resources Code. The statutes require that each such penalty shall never be less than Five Dollars (\$5). The delinquency penalty is computed for the period September, 1981 through June, 1983.

Sincerely yours,

Charles Whitsel, Gas Supervisor
Resource Accounting
Telephone No. 512-475-2858
BS/lkj
Enclosure

M. F. L5359

CORRESPONDENCE FILE

To

BTA Oil Producers

From

Dated 7-27-83

(46)

FIRST
CLASS

FIRST
CLASS

FIRST
CLASS

FIRST
CLASS

FIRST
CLASS



PHILLIPS PETROLEUM COMPANY

BOX 1987
HOUSTON, TEXAS 77001



FIRST CLASS



DETACH THIS STUB & RETAIN FOR YOUR FILES

LEASE NUMBER	LINE	TYPE OF LEASE	DISTRICT	COUNTY	STATE CODE	STATE	RENTAL PERIOD			
							NO. OF MONTHS	MONTH	BEGINNING DAY	YEAR
G135871	H	413	23	REEVES	13	TEXAS	12	10	15	83

DESCRIPTION:

NORTH HALF OF SECTION 24, BLOCK 57, T-2,
T&P RY. CO. SURVEY.
STATE LEASE NO. M-65359

KEEP THIS RECEIPT FOR YOUR
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PURPOSES. DUPLICATE COPIES
NOT AVAILABLE. WHEN MAKING
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LEASE NUMBER.

DEPOSIT TO THE CREDIT OF	AMOUNT	PAYMENT MADE FOR	INTEREST	AMOUNT
DIRECT	32.00	PHILLIPS PET CO DIXON & CONNER OIL COMPANY	93.7500000 6.2500000	30.00 2.00
TOTAL	32.00	TOTALS	100.0000000	32.00

121

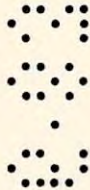
01800

49

M-65859

RENTAL PAYMENT

9-6-83



LEASE NUMBER	LINE	TYPE OF LEASE	DISTRICT	COUNTY	STATE CODE	STATE	RENTAL PERIOD			
							NO. OF MONTHS	BEGINNING MONTH	DAY	YEAR
G135871	H	413	23	REEVES	13	TEXAS	12	10	15	84

DESCRIPTION:

NORTH HALF OF SECTION 24, BLOCK 57, T-2,
T&P RY. CO. SURVEY.
STATE LEASE NO. M-65359

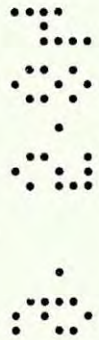
KEEP THIS RECEIPT FOR YOUR RECORDS
AND/OR FOR TAX PURPOSES. DUPLICATE
COPIES NOT AVAILABLE. WHEN MAKING
INQUIRIES PLEASE REFER TO LEASE
NUMBER.

DEPOSIT TO THE CREDIT OF	AMOUNT	PAYMENT MADE FOR	INTEREST	AMOUNT
DIRECT	32.00	PHILLIPS PET CO DIXON & CONNER OIL COMPANY	93.7500000 6.2500000	30.00 2.00
TOTAL	32.00	TOTALS	100.0000000	32.00

01325

121

(50) M-65359
Rental Payment
9-5-84



DETACH THIS STUB & RETAIN FOR YOUR FILES

LEASE NUMBER	LINE	TYPE OF LEASE	DISTRICT	COUNTY	STATE CODE	STATE	RENTAL PERIOD		
							NO. OF MONTHS	BEGINNING MONTH DAY YEAR	
G135871	H	413	23	REEVES	13	TEXAS	12	10 15 85	

DESCRIPTION:

NORTH HALF OF SECTION 24, BLOCK 57, T=2,
T&P RY. CO. SURVEY.
STATE LEASE NO. M-65359

KEEP THIS RECEIPT FOR YOUR RECORDS
AND/OR FOR TAX PURPOSES. DUPLICATE
COPIES NOT AVAILABLE. WHEN MAKING
INQUIRIES PLEASE REFER TO LEASE
NUMBER.

DEPOSIT TO THE CREDIT OF	AMOUNT	PAYMENT MADE FOR	INTEREST	AMOUNT
DIRECT	32.00	PHILLIPS PET CO DIXON & CONNER OIL COMPANY	93.7500000 6.2500000	30.00 2.00
TOTAL	32.00	TOTALS	100.0000000	32.00

97130

51

M-65359

Rental Payment

8-31-85



121

BTA OIL PRODUCERS

104 SOUTH PECOS

MIDLAND, TEXAS 79701-9988

AC 915-682-3753

PARTNERS
CARLTON BEAL
CARLTON BEAL, JR.
BARRY BEAL
SPENCER BEAL
KELLY BEAL
BARRY BEAL, JR.

April 3, 1987

In re: BTA 7607 JV-P Orla
BTA 7710 JV-P Chapman
BTA 7806 JV-P Duval

General Land Office
Stephen F. Austin Building
1700 North Congress Avenue
Austin, Texas 78701

Attention: Mr. John Hall
Deputy Commissioner
Energy Resources

Gentlemen:

As requested in your letter of March 12, 1987, enclosed is a computer printout listing the interest owners by names, addresses, and decimal interests under the following:

BTA 7710-01 Chapman (M-65359)

BTA 7806-01 Duval (M-77523)

BTA Oil Producers is the Assignee under each of the above.

With regard to BTA 7607-01 Orla (M-66090), The Shea-Meg Corporation is now the Assignee and their mailing address is P. O. Box 27, Orla, Texas 79770. Lease M-74860 was not assigned to BTA Oil Producers and as of April, 1984, said lease was in the name of Chevron Oil Company.

If we can be of any further assistance, please let us know.

Yours very truly,

A handwritten signature in cursive script that reads "Tommy McLaughlin".

TOMMY McLAUGHLIN
Administrative Assistant

tm

nclosures

NUMBER	DECIMAL	TYPE	NAME	LEGAL ADDRESS
JV780601	.75000000	BTA	BTA	
20030648	.12500000	ROY	COMMISSIONER GENERAL LAND OFFC <i>RI</i>	COMMISSIONER GENERAL LAND OFFC STATE OF TEXAS STEPHEN F AUSTIN BUILDING 1700 NORTH CONGRESS AVENUE AUSTIN
20069786	.12500000	ROY	PENNZOIL SULPHUR COMPANY <i>RI</i>	TX 78701 PENNZOIL SULPHUR COMPANY A DIVISION OF P O BOX 2967 HOUSTON TX 77252

TOTAL ROYALTY REVENUE PERCENT IS: .25000000
 TOTAL BTA REVENUE PERCENT IS: .75000000
 TOTAL COST CTR. REVENUE PERCENT IS: 1.00000000

7806-01 Duval

NUMBER	DECIMAL	TYPE	NAME	LEGAL ADDRESS
JV771001	.72369790	BTA	BTA	
10304000	.03385410	USWI	KAISER FRANCIS OIL COMPANY <i>WI</i>	KAISER FRANCIS OIL COMPANY PO BOX 21468 TULSA
20008500	.02604170	ROY	BECKHAM, AGNES C <i>RI</i>	OK 74121 AGNES C BECKHAM P O BOX 739 ABILENE
20008505	.00520830	ROY	BECKHAM, GUY ROBERT <i>RI</i>	TX 79604 GUY ROBERT BECKHAM P O BOX 739 ABILENE
20008515	.00260420	ROY	BECKHAM, STEVEN <i>RI</i>	TX 79604 STEVEN BECKHAM #7 COUNTRY CLUB CANYON
20012380	.02604170	ROY	CALDWELL, GUY-SEPARATE PROP <i>RI</i>	TX 79015 GUY CALDWELL-SEPARATE PROPERTY SUITE #3 2225 SOUTH DANVILLE ABILENE
20012390	.00520840	ROY	CALDWELL, HENRY LEE <i>RI</i>	TX 79605 HENRY LEE CALDWELL SUITE # 3 2225 SOUTH DANVILLE ABILENE
20012395	.00520830	ROY	CALDWELL, JOHN CLIFTON <i>RI</i>	TX 79605 JOHN CLIFTON CALDWELL 1202 RICHARDSON DRIVE SUITE 418 RICHARDSON
20014730	.00520830	ROY	CLINE, MOLLY C <i>RI</i>	TX 75080 MOLLY C CLINE 2705 SHERRILL PARK RICHARDSON
20015500	.01979160	ROY	COQUINA OIL CORPORATION <i>ORRI</i>	TX 75081 COQUINA OIL CORPORATION C/O AMERICAN NATIONAL PET. CO. P.O. BOX 42175 HOUSTON
20030648	.07812500	ROY	COMMISSIONER GENERAL LAND OFFC <i>RI</i>	TX 77242 COMMISSIONER GENERAL LAND OFFC STATE OF TEXAS STEPHEN F AUSTIN BUILDING 1700 NORTH CONGRESS AVENUE AUSTIN
20035250	.00260420	ROY	HAYFORD, FRANK S <i>ORRI</i>	TX 78701 FRANK S HAYFORD 152 LOMBARD, #203 SAN FRANCISCO

NUMBER	DECIMAL	IYPE	NAME	LEGAL ADDRESS
20047640	.00494790	ROY	KAISER FRANCIS OIL COMPANY <i>ORRI</i>	CA 94111 KAISER FRANCIS OIL COMPANY PO BOX 84234 DALLAS
20070500	.01718750	ROY	PHILLIPS PETROLEUM CO <i>ORRI</i>	TX 75284 PHILLIPS PETROLEUM CO P. O. BOX 85597 DALLAS
20071300	.00250000	ROY	POOL CURTIS <i>ORRI</i>	TX 75285 CURTIS POOL 104 PARTRIDGE PARK ODESSA
20072860	.00781250	ROY	QUINTANA PETROLEUM CORP FOR <i>ORRI</i>	TX 79761 QUINTANA PETROLEUM CORP FOR A/C CORBIN J ROBERTSON ET AL P O BOX 3331 HOUSTON
20073365	.02875000	ROY	RANKIN, MANN-TRUSTEE <i>ORRI</i>	TX 77001 MANN RANKIN-TRUSTEE P O BOX 274 MIDLAND
20073367	.00260420	ROY	RANKIN, MANN <i>ORRI</i>	TX 79702 MANN RANKIN P O BOX 274 MIDLAND
20080653	.00260420	ROY	SPENCE, KAREN B <i>RI</i>	TX 79702 KAREN B SPENCE 3530 SLEEPY HOLLOW AMARILLO
				TX 79121

TOTAL ROYALTY REVENUE PERCENT IS: .27630210
TOTAL BTA REVENUE PERCENT IS: .72369790
TOTAL COST CTR. REVENUE PERCENT IS: 1.00000000

MF# 65359

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Texas General Land Office
Garry Mauro, Commissioner

Stephen F. Austin Building
1700 North Congress Avenue
Austin, Texas 78701-1495
(512) 463-5001

October 13, 1994

Phillips 66 Company
P. O. Box 5400
Bartlesville, Texas 74005-5400

Re: Mineral File No. M-65359, Phillips Lease No. 60542
Mineral File No. M-84245, Phillips Lease No. 60623
Mineral File No. M-80934, Phillips Lease No. 60622

Dear Sir or Madam:

We have received the division order submitted by your company for the above referenced lease and filed same in our files. Please be sure to reference this mineral file number in all future royalty payments, reports and correspondence concerning the lease.

The payment of royalties to the State of Texas is set by statute. As the execution of the division order may, in some cases, effect the payments of such royalties, it is not the policy of this office to execute them. Insofar as allowed by law, the Texas General Land Office acquiesces in the sale of oil and gas under the terms and conditions set out in the lease.

If you should have any questions, please feel free to call me at (512) 475-1462.

Sincerely,

Lillie Gamble
Accounts Examiner
Royalty and Revenue Processing
Energy Resources

LG:mrg

DIVISION ORDER

SRD:SRD:19778:P
DATE: 08/26/94
LEASE: 60542

RETURN ONE COPY TO: PHILLIPS 66 COMPANY
P.O. BOX 5400
BARTLESVILLE, OK 74005-5400

LEASE NAME: JUI CALDWELL 1
✓ OPERATOR: ANCHOR B PRODUCTION INC
DESCRIPTION: 990 FNL 330 FEL SEC 24-BLK-57 T-2S T&P SURVEY
REEVES, TX

Each signatory party certifies and warrants that he is the legal owner, in the proportion set out below, of all the oil/gas (which hereunder includes distillate) produced from the above described property.

EFFECTIVE: SUSPENSE RELEASE

Phillips 66 Company, A Division of Phillips Petroleum Company, hereinafter referred to as Phillips, subject to the covenants and conditions set out on the reverse side hereof, which are adopted by reference as though fully set out herein, is hereby authorized:

- (a) to purchase and receive oil produced from the above described property, or
- (b) where Phillips owns a working interest in said property or has the right to market all or a portion of the production therefrom, to sell and/or deliver oil produced from the above described property to any purchaser Phillips may designate: and until further notice Phillips shall give credit for said oil, as set out below.

OWNER NUMBER	CREDIT TO	*TI	DECIMAL
835727	THE STATE OF TEXAS GENERAL LAND OFFICE STEPHEN F AUSTIN BLDG 1700 N CONGRESS AVE AUSTIN, TX 78701	R	0.078125000
SSN/Tax # 00-0000001			

PER CONNECT DATED 6/15/94, P66CO WILL DISBURSE TO INTEREST OWNERS. RECD. NAMES/ADDRESSES FOR W/I OWNERS 8/25/94.

ACTUAL EFFECTIVE DATE 6/1/94. RELEASE ANY SUSPENSE MONIES AS APPROPRIATE.

NOTE TO ACCTG.-PPCO'S PRODUCTION CODE IS PC-4283 FOR ORI.

SIGNATURE OF WITNESS	SIGNATURE OF OWNER(S)	TAXPAYER NUMBER
X	X	**
X	X	**

* Types of Interest: R = Royalty, O = Overriding Royalty Interest, W = Working Interest.

** In accordance with federal law, 31% tax will be withheld if you do not provide your social security or employer identification number or if the number provided does not match the owner name shown above. Any taxes so withheld by Phillips will not be refunded by Phillips.

FIRST: Said oil shall become the property of Phillips upon the delivery thereof to it or to any common carrier pipe line, person, firm or corporation designated by Phillips to receive said oil for its account.

SECOND: Oil purchased and received under (a) above, shall be paid for to the signatory parties, according to their respective interest shown above, at the price paid by Phillips for oil of the same grade and gravity in the same field or pool on the date oil is received. Phillips is hereby authorized to receive payment for oil sold and/or delivered under (b) above, and shall pay to the signatory parties, according to their respective interests, the same net price received by Phillips therefor. When necessary for Phillips to transport said oil by truck or other means of transportation from the property above described for delivery to a common carrier pipe line or to any person, firm or corporation designated by Phillips to receive said oil for its account, then Phillips is authorized to arrange for the transportation of said oil. Where oil is purchased and received under (a) above, Phillips is authorized to deduct proportionately from its payment to the signatory parties the transportation charges agreed upon between Phillips and the operator of said lease. Where oil is sold and/or delivered under (b) above, Phillips is authorized to deduct proportionately from its payment to the signatory parties the charges for such transportation.

THIRD: Phillips may refuse any oil which Phillips considers is not in its natural state or is not merchantable. In making settlement for oil: (1) deductions may be made for dirt, sediment and other impurities; (2) where a well produces oil after liquid hydrocarbons have been injected into the same for completion or reworking purposes, deductions may be made for an amount of oil equivalent to the amount of liquid hydrocarbons so injected; (3) adjustments may be made in accordance with accepted practices and rules, regulations and/or customs prevailing at the time and place of delivery. Before making payment to owners hereunder, there shall be deducted therefrom any severance, gross production, occupation or other tax imposed on the production or the purchase or sale of said oil.

FOURTH: Satisfactory evidence of signatory party's title to said oil shall be furnished at any time upon demand. If, in the opinion of Phillips, such party does not have good title to the interest claimed, or in case of adverse claim of title to the land from which said oil may be produced, or to which such oil is allocated under any unit operation, or to any of said oil, Phillips may withhold, without interest, the purchase price or proceeds of said oil, until indemnity satisfactory to Phillips has been furnished, or until such title is made acceptable to Phillips or until such adverse claim is settled to Phillips satisfaction.

FIFTH: Phillips is hereby relieved of any responsibility for determining if and when any of the interest attached set forth shall or should revert to or be owned by other parties as a result of the completion or discharge of money or other payment from said interests, and the signatory parties whose interests are affected by such money or other payments, agree to give Phillips notice in writing addressed as set out on the front of this instrument, when any such money or other payments have been completed or discharged or when any division of interest other than that set forth shall for any reason, become effective and to furnish transfer orders accordingly. Each signatory party agrees to notify Phillips immediately in writing at Bartlesville, Oklahoma, of any change in ownership affecting such owner's interest and to furnish satisfactory proof thereof. Each working interest owner agrees to notify Phillips immediately in writing at Bartlesville, Oklahoma, of any change in ownership affecting any owner's interest, notice of which has been given to such working interest owner, and to furnish to Phillips the proof of such change as given to such working interest owner. In the event notice or notices required in this paragraph are not received by Phillips, the party failing to give such notice agrees to hold Phillips harmless from any damage or loss which may arise by reason of Phillips making payments to owners hereunder whose interests have changed.

SIXTH: Subject to the Fourth condition, settlement shall be made monthly, by mailing or delivering to the owners last known address a check or draft for the amount due on account of oil which has been run hereunder during the preceding calendar month. If at any settlement date, the amount payable to any party hereunder shall be less than Twenty Five Dollars, settlement may be deferred until Twenty Five Dollars or more is payable. Subject to the Fourth condition, upon termination of this agreement, payment shall be made to the respective parties entitled thereto regardless of the amount or amounts due.

SEVENTH: All parties hereto who are connected with the operation of the above described lease guarantee and warrant that all oil hereunder has not been or will not be produced or otherwise handled in violation of the Federal Fair Labor Standards Act of 1938 as heretofore or hereafter amended and all official regulations and orders issued thereunder, and that such oil has been and will be produced in accordance with the applicable laws and official rules and regulations.

EIGHTH: Each of the signatory parties who owns a royalty interest in the lands above described recognizes as valid and subsisting and in full force and effect all oil and gas leases of record held by the herein named working interest owners, which cover or purport to cover his (her) interest in said lands as well as the above mentioned pooled unit (if this division order covers a unit) and the same are hereby adopted, ratified and confirmed.

NINTH: This Division Order shall become valid and binding on each and every owner as attached as soon as signed, regardless of whether or not any of the other named owners shall have so signed, and shall be binding separately and not jointly upon the signatory parties their assigns and successors in interest, and shall insure to the benefit of Phillips, its assigns and successors. Authority of Phillips to purchase or sell oil hereunder is on a day-to-day basis only and, without prejudice to the rights of Phillips under other agreements, if any, this Division Order is terminable at will by either party.

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M- 65359
DIVISION ORDER
File Dated OCT 14 1994



February 24, 1998

I, Garry Mauro, Commissioner of the General Land Office of the State of Texas, do hereby certify that the papers, records, and documents of said office show:

That on October 6, 1876, J.J. Groos, Commissioner of the Texas General Land Office, issued Land Scrip Certificate 5080, entitling the Texas and Pacific Railway Company, by virtue of having completed railway improvements, to 640 acres of land, which land was to be located upon any of the vacant, unreserved, and unappropriated public domain of the State of Texas, in accordance with the provisions of its charter and the General Laws governing the same, the grant having been made upon the condition that an alternate section be surveyed for the State, as well as the odd-numbered section for the railway company, and said Land Scrip Certificate was filed in the Texas General Land Office on August 9, 1877, in File Bexar Scrip 23798;

That the old file wrapper for Bexar Scrip 23798 is endorsed: "Both surveys correct on map (dated) Oct 18/77 (signed) (First name illegible) Thomson", "Abst. 629";

That the new file wrapper for Bexar Scrip 23798 is endorsed: "OLD WRAPPER WITHIN", "See F-90102 for F/Ns Sec. 24";

That on August 20, 1876, W.B. Champlin, Deputy Surveyor of the Texas and Pacific Railway Company, surveyed 640 acres in Pecos County for The Texas and Pacific Railway Company, by virtue of the provisions of an Act entitled and an act to adjust and define the rights of the Texas & Pacific Railway Co., passed May 2d, 1873, and compiled field notes thereon, designating it as Section 24, Block 57, Township 2, which field notes were recorded in Book D4, Page 130, Surveyor's Records, Pecos Land District, and were filed in the Texas General Land Office originally on August 9, 1877, in File Bexar Scrip 23798 and now filed in School File 90102, marked correct on map for 640 acres on October 13, 1981, and are endorsed as patented on December 11, 1981;

That on September 8, 1906, Section 24, Block 57, Township 2, T&P Ry. Co. Survey, Certificate 5080, 640 acres in Reeves County was awarded to J.U. Devaney on his application filed in the Texas General Land Office on August 2, 1906, in School File 90102, and which application was filed to purchase said land under the provisions of Title LXXXVII, Chapter 12A, Revised Civil Statutes of 1895, and the amendments thereto by the Act of May 19, 1897, and the Acts relating

Marshall & Winston, Inc.

February 24, 1998

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to the sale and lease of Public Free School and Asylum lands, approved on April 19, 1901, and April 15, 1905, as a homestead, said tract applied for having been classified as mineral and dry grazing;

That on October 30, 1906, J.U. Devaney, executed an affidavit of settlement, sworn to according to law, in which he states that "he actually in person and in good faith, settled upon said section No. 24, Block 57, Tsp. 2, T&P Ry. Co. Survey, and is now an actual settler making his home upon said section", said affidavit of settlement was filed in the Texas General Land Office on April 1, 1906, in School File 90102;

That on February 22, 1907, J.D. McAdams, Mrs. M.B. Gates and Mrs. Julia (last name illegible), executed an affidavit of non-occupancy, sworn to according to law, in which they state that J.U. Devaney is not living on the land for the required time, but is living in New Mexico, said affidavit of non-occupancy was filed in the Texas General Land Office on February 25, 1907, in School File 90102;

That on March 23, 1907, G.W. Witt, T.L. Fletcher, and W.E. Ball, all of Florence, New Mexico, executed an affidavit of rebuttal, sworn to according to law, in which they stated that J.U. Devaney was not living on land in New Mexico, but working as a telegraph operator for the railroad to earn money to pay for lumber to make improvements on his land in Reeves County, said affidavit of rebuttal was filed in the Texas General Land Office on April 2, 1907, in School File 90102;

That on March 26, 1907, D.W. Henderson, L.T. Cox, and C.M. Henderson, executed an affidavit of rebuttal, sworn to according to law, in which they stated that J.U. Devaney is living on the land and making improvements as required, said affidavit of rebuttal was filed in the Texas General Land Office on April 2, 1907, in School File 90102;

That on April 8, 1907, J.U. Devaney, executed an affidavit of non-settlement, sworn to according to law, in which he states that he did purchase land in Eddy County, New Mexico, however, he abandoned the land and does not lay any claim to said land, said affidavit of non-settlement was filed in the Texas General Land Office on April 13, 1907, in School File 90102;

That on April 27, 1907, J.D. McAdams, executed an affidavit of correction, sworn to according to law, in which he states that he was mistaken to wit: "I make this correction because I feel I have done Mr. Devaney an injustice in having made said affidavit, his actions since said affidavit, going to show that he was and is acting in good faith, he having continuously occupied said land since said affidavit was made, and erected valuable improvements thereon. I therefore desire that said affidavit, in so far as my name is concerned, be disregarded and in all things held for naught", said affidavit of correction was filed in the Texas General Land Office on April 29,

Dicta No. 98-062

1907, in School File 90102;

That on August 3, 1909, J.U. Devaney made the required proof of occupancy on said Home Section 24, which proof was filed in the Texas General Land Office on August 6, 1909, in School File 90102, and Certificate of Occupancy 6398 was issued on November 4, 1909;

That the old file wrapper for School File 90102 is endorsed: "Abst. 2058", "Home", "See transfer & affidavit (Nos. 14&15) in F. 90478";

That the new file wrapper for School File 90102 is endorsed: "Old File Inside", "Correct on map for 640 acres, To Patent (dated) 10-13-81 (initialed) JEM", "patent to Ona A. De Vaney, Assignee, with M/R, 11-19-81 (signed) Jack Giberson";

That on October 1, 1981, payment in full for 640 acres, Section 24, Block 57, Township 2, T&P Ry. Co. Survey, Certificate 5080, Reeves County, was received in the Texas General Land Office, and said land, having been classified mineral and dry grazing, with all minerals reserved to the State, was patented on December 11, 1981, to Ona A. DeVaney, assignee, her heirs, and assigns, by Patent Number 358, Volume 44B, under Abstract 2058 and School File 90102;

That on May 2, 1935, C.M. Caldwell and wife, Cora B. Caldwell, individually, and as agent for the State of Texas, executed and delivered a State Relinquishment Act Oil & Gas Lease, covering "All of Section 24, Block 57, Township 2, T&P Ry. Co. Survey", 640 acres in Reeves County, to Grisham-Hunter Corporation, for a primary term of ten (10) years, with a cash bonus of \$128.00, and an annual delay rental of \$128.00, with like amounts payable each to landowner and State, and a royalty of one-eighth (1/8), one-half payable each to landowner and State, and a certified copy of said lease was filed in the Texas General Land Office on August 22, 1935, in Mineral File M-19452;

That the file wrapper for Mineral File M-19452 is endorsed: "Lapsed as of 5/2/36
- Humble letter within (dated) 5/16/36 (initialed) RAW";

That on May 2, 1945, C.M. Caldwell and wife, Cora B. Caldwell, individually, and as agent for the State of Texas, executed and delivered a State Relinquishment Act Oil & Gas Lease, covering "Being the South one-half (S/2) of Section 24, Block 57, T-2, T&P Ry. Survey", 320 acres in Reeves County, to the Magnolia Petroleum Company, for a primary term of ten (10) years, with

Marshall & Winston, Inc.

February 24, 1998

Page 4

a cash bonus of \$320.00, and an annual delay rental of \$40.00, with like amounts payable each to landowner and State, and a royalty of one-sixteenth (1/16), one-half payable each to landowner and State, and a certified copy of said lease was filed in the Texas General Land Office on July 31, 1945, in Mineral File M-29459;

That the file wrapper for Mineral File M-29459 is endorsed: "Expired (dated) 5-2-55";

That on February 3, 1950, Guy Caldwell and wife, Jeannette Caldwell, L.H. Beckham and wife, Agnes C. Beckham, Mildred C. Touchstone (formerly Mildred F. Caldwell) and husband, Claude T. Touchstone, individually, and as agent for the State of Texas, executed and delivered a State Relinquishment Act Oil & Gas Lease, covering "North one-half (N/2) Section 24, Block 57, Township No. 2, Texas & Pacific Ry. Co.", 320 acres in Reeves County, to L.C. Wahlenmaier, for a primary term of ten (10) years, with a cash bonus of \$800.00, and an annual delay rental of \$80.00, with like amounts payable each to landowner and State, and a royalty of one-sixteenth (1/16), one-half payable each to landowner and State, and a certified copy of said lease was filed in the Texas General Land Office on May 24, 1950, in Mineral File M-35431;

That the file wrapper for Mineral File M-35431 is endorsed: "Expired";

That on June 4, 1957, Guy Caldwell and wife, Jeannette Caldwell, L.H. Beckham and wife, Agnes C. Beckham, Mildred C. Touchstone (formerly Mildred F. Caldwell) and husband, Claude T. Touchstone, individually, and as agent for the State of Texas, executed and delivered a State Relinquishment Act Oil & Gas Lease, covering "South one-half (S/2) Section 24, Block 57, Township No. 2, Texas & Pacific Ry. Co.", 320 acres in Reeves County, to Mann Rankin, for a primary term of five (5) years, with a cash bonus of \$1,600.00, and an annual delay rental of \$.50, with like amounts payable each to landowner and State, and a royalty of one-sixteenth (1/16), one-half payable each to landowner and State, and a certified copy of said lease was filed in the Texas General Land Office on July 13, 1957, in Mineral File M-48188;

That the file wrapper for Mineral File M-48188 is endorsed: "(stamped) TERMINATED";

That on June 4, 1957, Hall Olds and wife, Esther Olds, individually, and as agent for the State

Dicta No. 98-062

of Texas, executed and delivered a State Relinquishment Act Oil & Gas Lease, covering "Twenty (20) acres in the form of a square in the Southeast corner of Section 24, Block 57, Twp. 2, Reeves County, Texas; described by metes and bounds as follows: BEGINNING at the Southeast corner of said Section 24; THENCE North along the East boundary line of said Section 24, 934 feet to a point for the Northeast corner of the tract hereinsold; THENCE West parallel with South boundary line of Section 24, 934 feet to a point for the Northwest corner of the tract; THENCE South parallel with the East boundary line of said Section 24, 934 feet to a point in the South boundary line in said Section 24, 934 feet West of the Southwest corner of Section 24; THENCE East along the South boundary line of the said Section 24, 934 feet to the place of beginning", to Mann Rankin, for a primary term of five (5) years, with a cash bonus of \$100.00, and an annual delay rental of \$.50, with like amounts payable each to landowner and State, and a royalty of one-sixteenth (1/16), one-half payable each to landowner and State, and a certified copy of said lease was filed in the Texas General Land Office on August 1, 1957, in Mineral File M-48619;

That the file wrapper for Mineral File M-48619 is endorsed: "(stamped)
TERMINATED";

That on October 15, 1970, Guy Caldwell and wife, Jeannette Caldwell, Agnes C. Beckham, Mildred C. Touchstone (formerly Mildred F. Caldwell) and husband, Claude T. Touchstone, individually, and as agent for the State of Texas, executed and delivered a State Relinquishment Act Oil & Gas Lease, covering "North Half (N/2) of Section 24, Block 57, Twp. 2, T&P Ry. Co. Survey, 320 acres in Reeves County, to Phillips Petroleum Company, for a primary term of five (5) years, with a cash bonus of \$2,400.00, and an annual delay rental of \$.50, with like amounts payable each to landowner and State, and a royalty of five-sixtyfourths (5/64), one-half payable each to landowner and State, and a certified copy of said lease was filed in the Texas General Land Office on March 9, 1971, in Mineral File M-65359;

That on September 22, 1975, Phillips Petroleum Company executed a partial assignment to Martha Jackson, in the lease in Mineral File M-65359, and reference to said assignment is herein made for all purposes to the instrument which was filed of record in Book 341, Page 543, Oil & Gas Records, Reeves County, a certified copy of which was filed in the Texas General Land Office on May 8, 1976, in Mineral File M-65359;

That on October 11, 1975, Martha Jackson executed a partial assignment to R.G. Dixon and Jack A. Conner, doing business as Dixon and Conner Oil Co., in the lease in Mineral File M-65359, and reference to said assignment is herein made for all purposes to the instrument which was filed of record in Book 343, Page 405, Oil & Gas Records, Reeves County, a certified copy of which

was filed in the Texas General Land Office on May 8, 1976, in Mineral File M-65359;

That on January 1, 1976, Martha Jackson executed an assignment of a non-participating royalty interest to Dorothy Jane Jackson and John Richard Jackson, in the lease in Mineral File M-65359, and reference to said assignment is herein made for all purposes to the instrument which was filed of record in Book 342, Page 127, Oil & Gas Records, Reeves County, a certified copy of which was filed in the Texas General Land Office on May 8, 1976, in Mineral File M-65359;

That on June 3, 1976, Railroad Commission Form W-2, Oil Well Potential Test, Completion or Recompletion Report and Log, was filed in the Texas General Land Office in Mineral File M-65359, indicating that well No. 1, Olds (Delaware), was completed as a new well on February 25, 1976;

That on June 16, 1978, Railroad Commission Form G-1, Gas Well Back Pressure Test, Completion or Recompletion Report and Log, was filed in the Texas General Land Office in Mineral File M-65359, indicating that well No. 1, Wildcat, was completed as a new well on May 16, 1978;

That the latest royalty payments for lease M-65359 were received in the Texas General Land Office on August 4, 1997, for oil produced during June, 1997, and on January 15, 1998, for gas produced during November, 1997;

That on May 25, 1987, Agnes C. Beckham, Guy Robert Beckham, Estate of Guy Caldwell, Henry Lee Caldwell, John Clifton Caldwell, Karen Beckham, and Molly C. Cline, individually, and as agent for the State of Texas, executed and delivered a State Relinquishment Act Oil & Gas Lease, covering "S/2 Survey 24, Block 57, TWP 2, T&P Ry. Co. Land", 320 acres in Reeves County, to Richard C. Slack, for a primary term of five (5) years, with a cash bonus of \$8,000.00, and an annual delay rental of \$160.00, with like amounts payable each to landowner and State, and a royalty of three-sixteenths (3/16), one-half payable each to landowner and State, and a certified copy of said lease was filed in the Texas General Land Office on July 21, 1987, in Mineral File M-92207;

That the latest royalty payments for lease M-92207 were received in the Texas General Land Office on January 23, 1998, for oil produced during December, 1997, and on February 9, 1998, for gas produced during December, 1997;

Marshall & Winston, Inc.

February 24, 1998

Page 7

That on May 27, 1997, William Louis Wilkerson, individually, and as agent for the State of Texas, executed and delivered a State Relinquishment Act Oil & Gas Lease, covering "That 20 acres, more or less, out of Section 24, Block 57, Township 2, Texas and Pacific Rwy. Co. Survey, Reeves County, Texas, as described by metes and bounds in Warranty Deed dated March 19, 1949, recorded in Volume 123, Page 227 of the Deed Records of Reeves County, Texas from C.M. Caldwell to Hall Olds", to RCS Drilling Company, Inc., for a primary term of three (3) years, with a cash bonus of \$500.00, and an annual delay rental of \$10.00, with like amounts payable each to landowner and State, and a royalty of three-sixteenths (3/16), one-half payable each to landowner and State, and a copy of said lease was filed in the Texas General Land Office in Mineral File M-98454;

IN TESTIMONY WHEREOF, I hereto set my hand and seal of said office the first date above written.

GARRY MAURO
COMMISSIONER

GM/MC

Mr. Kevin Hammit
Marshall & Winston, Inc.
PO Box 50880
Midland, TX 79710-0880

Fee: \$100.00

Register No. 27907

Dicta No. 98-062

Files: Bexar Scrip 23798, School File: 90102, Mineral Files: M-19452, M-29459, M-35431, M-48188, M-48619, M-65359, M-92207, M-98454

Dicta No. 98-062

54

FILE NO. 11-65359

Leever COUNTY

47-98-062

FILED 3-9 19 98

GARRY MAURO, COM'R

BY M Canoa



Texas General Land Office
Garry Mauro, Commissioner

Stephen F. Austin Building
1700 North Congress Avenue
Austin, Texas 78701-1495
(512) 463-5001

November 4, 1998

Lantern Petroleum Corporation
ATTN: Division Order Department
P.O. Box 2281
Midland, Texas 79702-2281

Re: Property Name: Guy Caldwell
Mineral File No. M-065359
Property Description: Section 24, Block 57

Dear Sir or Madam:

We have received the division order submitted by your company for the above-referenced lease and added it to our files. Please be sure to reference this mineral file number in all future royalty payments, reports and correspondence concerning the lease.

The payment of royalties to the State of Texas is set by statute. As the execution of the division order may in some cases affect the payments of such royalties, it is not the policy of this office to execute them. Insofar as allowed by law, the Texas General Land Office is acquiescent in the sale of oil and gas under the terms and conditions set out in the lease.

If you should have any questions, please feel free to call me at (512) 463-5344.

Sincerely,

Ron Romero
Accounts Examiner III
Royalty and Revenue Processing
Energy Resources

DIVISION ORDER

PLEASE RETURN
ONE COPY TO:

PREPARED: 09/23/98

LANTERN PETROLEUM CORPORATION
P.O. BOX 2281
MIDLAND, TX 79702-2281

LANTERN'S
PROPERTY #: TX65127-00

EFFECTIVE 7 A.M.: 08/01/98

PROPERTY NAME: GUY CALDWELL
OPERATED BY: ROY F. PEARCE, JR.
DESCRIPTION: SECTION 24, BLOCK 57, T-2, T&P RR CO SURVEY, REEVES COUNTY, TEXAS.

The undersigned severally and not jointly certifies it is the legal owner of the interest set out below of all the oil/gas and related liquid/gaseous hydrocarbons produced from the property described above.

OWNER #: CREDIT TO: DECIMAL: *TI:

07034 THE COMMISSIONER OF THE GENERAL LAND .07812500 R
OFFICE OF THE STATE OF TEXAS

* TYPE INTEREST: R = ROYALTY, O = OVERRIDING ROYALTY, W = NET WORKING INTEREST,
P = PRODUCTION PAYMENT, U = UNLEASED MINERAL INTEREST

Read all covenants appearing on the reverse side hereof which are incorporated herein by reference. The undersigned agrees that each covenant shall be deemed and considered an essential part of this Division Order in like manner and with the same effect as if printed above the undersigned's signature.

SIGNATURE OF WITNESS/ATTEST SIGNATURE OF OWNER ** SOCIAL SECURITY OR
TAX I.D. # OF THIS
ACCOUNT:
BY: TITLE: (OFFICER, PARTNER, TRUSTEE, EXECUTOR, etc.)
DAYTIME PHONE #:

OWNER'S REMITTANCE ADDRESS: MAIL CORRESPONDENCE TO (IF DIFFERENT):

** IN ACCORDANCE WITH FEDERAL LAW, 31% TAX WILL BE WITHHELD IF YOU DO NOT PROVIDE
YOUR CORRECT SOCIAL SECURITY NUMBER OR EMPLOYER IDENTIFICATION NUMBER.

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

Terms of Sale: The undersigned will be paid in accordance with the division of interests set out above. The payor shall pay all parties at the price agreed to by the operator for oil to be sold pursuant to this Division Order. Payor shall compute quantity and make corrections for gravity and temperature and make deductions for impurities.

Payment: From the effective date, payment is to be made monthly by payor's check, based on this division of interest, for oil runs during the preceding calendar month from the property listed above, less taxes required by law to be deducted and remitted by payor as purchaser. Payments of less than \$25 may be accrued before disbursement until the total amount equals \$25 or more, or until December 31 of each year, whichever occurs first. Owner agrees to refund to payor any amounts attributable to an interest or part of an interest that owner does not own.

Indemnity: The owner agrees to indemnify and hold payor harmless from all liability resulting from payments made to the owner in accordance with such division of interest, including but not limited to attorney's fees or judgments in connection with any suit that affects the owner's interest to which payor is made a party.

Dispute; Withholding of Funds: If a suit is filed that affects the interest of the owner, written notice shall be given to payor by the owner together with a copy of the complaint or petition filed.

In the event of a claim or dispute that affects title to the division of interest credited herein, payor is authorized to withhold payments accruing to such interest, without interest unless otherwise required by applicable statute, until the claim or dispute is settled.

Termination: Termination of this agreement is effective on the first day of the month that begins after the 30th day after the date written notice of termination is received by either party.

Notices: The owner agrees to notify payor in writing of any changes in the division of interest, including changes of interest contingent on payment of money or expiration of time.

No change of interest is binding on payor until the recorded copy of the instrument of change or documents satisfactorily evidencing such change are furnished to payor at the time the change occurs.

Any change of interest shall be made effective on the first day of the month following receipt of such notice by payor.

Any correspondence regarding this agreement shall be furnished to the addresses listed above unless otherwise advised by either party.

In addition to the legal rights provided by the terms and provisions of this Division Order, an owner may have certain statutory rights under the laws of this state (where the subject property is located).

11/14/98
D.O.
M-653965



BTA OIL PRODUCERS, LLC

104 SOUTH PECOS, MIDLAND, TEXAS 79701
TELEPHONE: (432) 682-3753

16701505

Check Number

29154

First Financial Bank
Abilene, Texas

Description: BTA 7710 JV-P Chapman #1: Shut-in Royalty

Fees

Date

09/14/2015

Check Amount

*****600.00

12/1  BTA PRODUCTION CKG.-ABILENE

10 115



BTA OIL PRODUCERS, LLC

104 SOUTH PECOS, MIDLAND, TEXAS 79701
TELEPHONE: (432) 682-3753

16701505

Check Number 29154

First Financial Bank
Abilene, Texas

Description: BTA 7710 JV-P Chapman #1: Shut-in Royalty
Fees

Date
09/14/2015

Check Amount
*****600.00

121 BTA PRODUCTION CKG.-ABILENE



BTA OIL PRODUCERS, LLC

104 SOUTH PECOS, MIDLAND, TEXAS 79701
TELEPHONE: (432) 682-3753

16701505

Check Number 29154

First Financial Bank
Abilene, Texas

Date
09/14/2015

Check Amount
*****600.00

50001749

VOID IF NOT PRESENTED FOR PAYMENT WITHIN 120 DAYS

SIX HUNDRED AND 00/100 *****

Pay to the order of
Commissioner Of General Land
Office Of The State Of Texas
Stephen F. Austin Bldg.
Austin, TX 78701-1495

BTA PRODUCTION CKG.-ABILENE

⑈029154⑈



BTA OIL PRODUCERS, LLC

104 SOUTH PECOS STREET
MIDLAND, TEXAS 79701-5021
432-682-3753
FAX 432-683-0311

CARLTON BEAL, JR.
BARRY BEAL
SPENCER BEAL
KELLY BEAL
BARRY BEAL, JR.
STUART BEAL
ROBERT DAVENPORT, JR.

GULF COAST DISTRICT
TOTAL PLAZA
1201 LOUISIANA STREET, STE. 570
HOUSTON, TEXAS 77002
713-658-0077 FAX 713-655-0346

ROCKY MOUNTAIN DISTRICT
600 17TH STREET, STE. 2230 SOUTH
DENVER, COLORADO 80202
303-534-4404 FAX 303-534-4661

September 17, 2015

Certified Return Receipt
70130600000184982571

In re: Shut-in Gas Well Royalty Payment
Reeves County, Texas
BTA 7710 JV-P Chapman #1

Commissioner of General Land Office of
The State of Texas
Stephen F. Austin Building
Austin, TX 78701-1495

Gentlemen:

BTA Oil Producers, LLC is in receipt of a letter dated September 16, 2015, from Enterprise Products, which states that as of August 27, 2015, Enterprise will no longer receive production into the #194A-2 pipeline system and that official abandonment proceedings of that system are in process.

In accordance with the terms of the Oil and Gas Lease dated October 15, 1970, recorded Volume 301, Page 110 of the Oil and Gas Records of Reeves County, Texas, from Guy Caldwell et al, as lessor, to Phillips Petroleum Company, as lessee, enclosed is your check for shut-in gas well royalty payment due to a lack of market.

Sincerely,


Kent Christensen
Landman

KC
Enclosure

C:\Users\mlagan\Documents\Land\Letters\KC\Texas GLO-Shut-In Royalty.doc

File No. MF 065359

56.

Sheet in royalty
payment

Date Filed: 10-1-15

George P. Bush, Commissioner

By [Signature]

UNITED STATES POSTAL SERVICE

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

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

03111

MF 045359

Harriet Dunne

Texas General Land Office

PO Box 12873

Austin TX 78711-2873

RECEIVED
NOV 03 2015
General Land Office

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

KENT CHRISTENSEN
TRA OIL PRODUCERS LLC
104 SOUTYH PECOS ST
MIDLAND TX 79701

2. Article Number

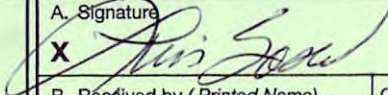
(Transfer from service label)

7011 1150 0001 2416 1522

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X



☐ Agent

☐ Addressee

B. Received by (Printed Name)

LUIS SOBERA

C. Date of Delivery

10-29-15

D. Is delivery address different from item 1? ☐ Yes

If YES, enter delivery address below: ☐ No

3. Service Type

☒ Certified Mail

☐ Express Mail

☐ Registered

☐ Return Receipt for Merchandise

☐ Insured Mail

☐ C.O.D.

4. Restricted Delivery? (Extra Fee)

☐ Yes

U.S. Postal Service™

CERTIFIED MAIL™ RECEIPT

(Domestic Mail Only; No Insurance Coverage Provided)

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

OFFICIAL USE

Postage

\$

Certified Fee

Return Receipt Fee
(Endorsement Required)

Restricted Delivery Fee
(Endorsement Required)

Total Postage & Fees

\$

Postmark
Here

Sent To

BTA Oil Producers

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

City, State, ZIP+4

7011 1150 0001 2416 1522

Certified Mail Provides:

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

Important Reminders:

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

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

PS Form 3800, August 2006 (Reverse) PSN 7530-02-000-9047



TEXAS GENERAL LAND OFFICE
GEORGE P. BUSH, COMMISSIONER

CERTIFIED 7011 1150 0001 2416 1522

October 26, 2015

Kent Christensen
BTA Oil Producers, LLC
104 South Pecos St
Midland, TX 79701

Re: **Texas State Lease No. MF065359**

Oil and gas lease dated 10/15/1970 from Guy Caldwell, et al, agent for the State of Texas, Lessor, to Phillips Petroleum Company, Lessee, recorded in Vol 301, pg 110, Reeves Co, TX – JV-P Chapman #1, BTA 7710 - Shut-in royalty payment

Dear Mr. Christensen:

This letter acknowledges receipt of check #29154 from BTA Oil Producers, LLC in the amount of \$600.00 received by the GLO on October 1, 2015 (copy enclosed) as shut-in royalty payment for the referenced State lease. Acceptance of this payment does not ensure that agreement obligations have been met. Our shut-in affidavit (copy enclosed) must be completed, notarized and returned to the General Land Office within 30 days of receipt of this letter.

If you would like to access the affidavit form online, you may find it here:
[http://www.glo.texas.gov/energy-business/oil-gas/mineral-leasing/lease-maintenance/forms/Aff Shut In Royalties.pdf](http://www.glo.texas.gov/energy-business/oil-gas/mineral-leasing/lease-maintenance/forms/Aff%20Shut%20In%20Royalties.pdf)

Please note that the Texas Administrative Code contains the following provision at Title 31, Part I, Chapter 9, Subchapter C, Rule 9.36, (e).

(e) Affidavit required. Upon receipt of a shut-in royalty, the GLO will send a shut-in affidavit to the party paying the shut-in royalty. The affidavit must be completed and returned to the GLO. Failure to complete and return the affidavit as required may result in a penalty under §9.32(c)(3)(B)(iii), and/or forfeiture of the lease.

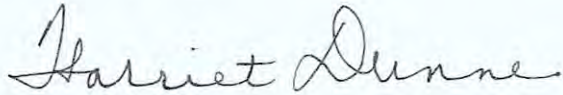
The reason set out in your agreement for a shut-in is "a well or wells capable of producing gas in paying quantities and such gas is not otherwise produced for lack of a suitable market...."

On the affidavit in the additional information box on the second page, we request you include information about the gas markets in this area. We need to know how far from the well is the closest gathering line that is in operation. Please include any information you would like for us to consider in determining if the General Land Office will accept the shut-in royalty payment.

Kent Christensen
BTA Oil Producers, LLC
October 26, 2015
Page 2

I look forward to receiving the executed affidavit within 30 days.

Yours very truly,

A handwritten signature in cursive script that reads "Harriet Dunne". The signature is written in dark ink and is positioned above the typed name and contact information.

Harriet Dunne, CPL
Mineral Leasing, Energy Resources
512-475-1579
512-475-1543 (fax)
harriet.dunne@glo.state.tx.us

xc: G. Wade Caldwell
One Riverwalk Place
700 N. St. Mary's St., Ste. 1825
San Antonio, Texas 78205

**BTA OIL PRODUCERS, LLC**104 SOUTH PECOS, MIDLAND, TEXAS 79701
TELEPHONE: (432) 682-3753

16701505

Check Number 29154

First Financial Bank
Abilene, TexasDescription: BTA 7710 JV-P Chapman #1: Shut-in Royalty
FeesDate
09/14/2015Check Amount
*****600.00

BTA PRODUCTION CKG.-ABILENE

**BTA OIL PRODUCERS, LLC**104 SOUTH PECOS, MIDLAND, TEXAS 79701
TELEPHONE: (432) 682-3753

16701505

Check Number 29154

First Financial Bank
Abilene, TexasDate
09/14/2015Check Amount
*****600.00

50001749

VOID IF NOT PRESENTED FOR PAYMENT WITHIN 120 DAYS

SIX HUNDRED AND 00/100 *****

Pay to the order of
Commissioner Of General Land
Office Of The State Of Texas
Stephen F. Austin Bldg.
Austin, TX 78701-1495

BTA PRODUCTION CKG.-ABILENE

⑈029154⑈

Harriet Dunne - BTA Shut in royalty payments - MF065359 - Reeves Co TX

From: Harriet Dunne
To: G. Wade Caldwell
Date: 10/26/2015 12:19 PM
Subject: BTA Shut in royalty payments - MF065359 - Reeves Co TX
CC: Drew Reid
Attachments: 20151026083647484.pdf

Wade,

Attached is the letter that has gone to BTA concerning the shut-in royalty. After 30 days from their receipt of this letter, we will make a determination on the validity of this payment.

Just FYI,

Harriet Dunne, CPL
Manager, Mineral Leasing, Energy Resources
Texas General Land Office
512-475-1579
harriet.dunne@glo.texas.gov

File No. MF 065359 57

Request for County
Shut in Affidavit

Date Filed: 10-26-15

George P. Bush, Commissioner

By [Signature]



Shut-In Affidavit

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

Please respond fully to all applicable questions on this affidavit. Shut-in may be denied for failure to provide information establishing the validity of this request for shut-in status. For shut-in leases contained within units, **separate affidavits must be submitted for each state lease within the unit**

Land Office lease no. M-		Operator BTA Oil Producers LLC	
Lease name 7710 JV-P Chapman		Field name Chapman, Deep (Wolfcamp)	
Area		Tract	Part Acres 320
Section 24	Block 57, T-2	Survey T&P RR Co	County Reeves

SHUT-IN PAYMENTS

Wells must be capable of producing in paying quantities. TAC, Title 31, Part 1, Chapter 9, Subchapter C, Rule 9.36, (e). Affidavit required. Upon receipt of a shut-in royalty, the GLO will send a shut-in affidavit to the party paying the shut-in royalty. The affidavit must be completed and returned to the GLO. Failure to complete and return the affidavit as required may result in a penalty under §9.32(c)(3)(B)(iii), and/or forfeiture of the lease.

GAS			
Well # 1	API# 42-389-30894	Date shut-in 08/17/2015	Produced in past? ☒ Yes ☐ No
Reason shut-in <u>Gas line leak, purchaser is abandoning gas line. BTA is reviewing options.</u>			
Well capable of producing @ <u>40</u> MCF/D + <u>0</u> Bbls condensate + <u>1</u> Bbls Water/D			
Well #	API#	Date shut-in	Produced in past? ☐ Yes ☐ No
Reason shut-in _____			
Well capable of producing @ _____ MCF/D + _____ Bbls condensate + _____ Bbls Water			
Well #	API#	Date shut-in	Produced in past? ☐ Yes ☐ No
Reason shut-in _____			
Well capable of producing @ _____ MCF/D + _____ Bbls condensate + _____ Bbls Water			

Please list shut in oil wells in the section below.

OIL					
API #	Well #	Date shut-in	Well capable of producing:		
			Bbls oil	MCF gas	Bbls water

Reason oil wells are shut-in _____

Method of water disposal for above gas and oil leases truck haul

Total shut-in payment due for this lease \$ 1200

Indicate which one of these is applicable ☒ payment is being made at the rate of twice the annual rental
☐ payment is being made at the rate of \$ _____ for each well/completion

Are gas wells connected to a pipeline?

☒ YES Current line is abandoned ☐ NO

Will purchaser take gas?

Name of nearest purchaser Enterprise

☒ yes-price per MCF offered \$ 2.30 (Aug 2015)

Distance _____

☐ through alternate route, once decided upon
no

Price offered \$ _____

List all producing wells within 1,000 feet of this lease. If there are wells more than 1,000 feet from the lease which are draining the lease, list these also.

Operator	Lease Name	Well #	RRC ID #	Distance	Completion Interval	Status
Madison & Wright	Buckshot	1	31037	467	3816-4366'	Inj fr Oil
Madison & Wright	Hotshot	1	30917	657	4346-4370'	Inj fr Oil
Finley Res	TXL 19	1	12313	990	3027-3041'	Oil
BMD Orla	Orla 5476	1SW	45758	535	7300-7460'	Inj
BHP Billiton	Caldwell Guy	3	33473	970	10148-14959'	Gas

Please provide any additional information here:

Contact Pam Inskeep Phone 432-682-3753
Operator's representative

I certify that this statement is true and correct.

By: Melinda Renee Tefteller Title: Administrative Landman

Sworn and subscribed to before me, the undersigned authority

this 27 day of October, 20 15

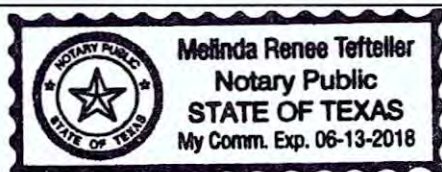
Melinda Renee Tefteller

Notary Public in and for

Midland County, State of Texas

GLO Use Only

Receiving Stamp





BTA OIL PRODUCERS, LLC

104 SOUTH PECOS STREET
MIDLAND, TEXAS 79701-5021
432-682-3753
FAX 432-683-0311

GULF COAST DISTRICT
TOTAL PLAZA
1201 LOUISIANA STREET, STE. 570
HOUSTON, TEXAS 77002
713-658-0077 FAX 713-655-0346

ROCKY MOUNTAIN DISTRICT
600 17TH STREET, STE. 2230 SOUTH
DENVER, COLORADO 80202
303-534-4404 FAX 303-534-4661

CARLTON BEAL, JR.
BARRY BEAL
SPENCER BEAL
KELLY BEAL
BARRY BEAL, JR.
STUART BEAL
ROBERT DAVENPORT, JR.

October 27, 2015

In re: Shut-In Affidavit
The N/2 of Section 24
Block 57, TWP 2, T&P Ry. Co. Survey
Reeves County, Texas

Texas General Land Office
1700 North Congress Avenue
Austin, TX 78701-1495

Attention: Harriet Dunne

MF065359

Dear Harriet:

As per your letter dated October 26, 2015, attached is an original copy of the Shut-In Affidavit you requested. Also attached is a notice of force majeure event due to gas line abandonment dated September 16, 2015 from our gas purchaser.

Thank you for your time and attention in this regard. Please call me at 432-682-3753 should you have any questions or concerns.

Respectfully,


Kent Christensen, RL
BTA Oil Producers, LLC
Landman
Phone (432) 682-3753
kchristensen@btaoil.com



ENTERPRISE PRODUCTS PARTNERS L.P.
ENTERPRISE PRODUCTS HOLDINGS LLC
(General Partner)

ENTERPRISE PRODUCTS OPERATING LLC

September 16, 2015

NOTICE OF FORCE MAJEURE EVENT DUE TO GAS LINE ABANDONMENT

Ladies and Gentlemen:

As of August 27, 2015, Enterprise GC LLC's pipeline #194A-2, B.T.A. Oil Production 8" Lateral in Reeves County, Texas has been removed from service and official abandonment proceedings of the system are in process. Enterprise will no longer receive production into this system from the Chapman Receipt Meter 1-69-816.

If you have any questions, please do not hesitate to contact Corey McGuinness at 713-381-6543 or by email to MCMcGuinness@eprod.com.

Very truly yours,

Corey M. McGuinness

Manager, Commercial

cc: Melinda Duncan, Manager, Contract Administration

File No. MF 065359

Shut in royalty ~~county~~
affidavit

58.

Date Filed: 10-30-15

George P. Bush, Commissioner

By [Signature]

10.30.12

Harriet Dunne

From: Harriet Dunne
Sent: Thursday, December 03, 2015 9:23 AM
To: 'Kent O. Christensen'
Cc: 'gcaldwell@beclaw.com'
Subject: RE: October Shut In Payment
Attachments: MF065359 - BTA Oil Producers shut-in - pipelines in the area.pdf

Kent,
Thank you for hanging in here with me and for your patience.

Your shut in affidavit gave as a reason for the shut-in, "Gas line leak, purchaser is abandoning gas line. BTA is reviewing options."

Attached is a plat produced by the RRC of the pipelines in the area. It appears that you have numerous choices of pipelines. Before I put this before the Shut In Royalty Committee, composed of engineers and landmen, please send me information about what resources you have pursued in finding a gas gatherer, what have been the responses and when you believe you will find a pipeline into which to market the gas.

I will await this information before I put this shut in payment before the committee.

Thank you,

Harriet Dunne
General Land Office
Manager, Mineral Leasing
harriet.dunne@glo.texas.gov
Ofs 512-475-1579
Fax 512475-1404

From: Kent O. Christensen [mailto:KChristensen@btaoil.com]
Sent: Thursday, November 05, 2015 7:39 AM
To: Harriet Dunne <Harriet.Dunne@GLO.TEXAS.GOV>
Subject: RE: October Shut In Payment

Harriet,

We received our return certified delivery slip for the shut-in royalty affidavit for our Chapman #1 well. Is everything acceptable?

Best,

Kent



Kent Christensen, RL
BTA Oil Producers, LLC
Landman
Phone (432) 682-3753
kchristensen@btaoil.com

From: Harriet Dunne [<mailto:Harriet.Dunne@GLO.TEXAS.GOV>]
Sent: Monday, October 26, 2015 1:32 PM
To: Kent O. Christensen
Subject: Re: October Shut In Payment

Thank you, Kent.

I surmised that your phones were out. Since you did not have your e-mail address on your letter transmitting the shut in royalty payment and your e-mail in the AAPL directory was obviously a personal e-mail address, I was trying to find a way to get an e-mail address for you.

Attached is my letter and attachments concerning the shut-in payment you sent the GLO for our Lease No. MF065359, your Lease No. 7710. I am trying to give you a few extra days for response since there is a deadline in the letter.

I have sent a hard copy of certified mail since there is a deadline in the letter. Let me know if you have any questions.

Thanks for getting in touch,

Harriet Dunne, CPL
Manager, Mineral Leasing, Energy Resources
Texas General Land Office
512-475-1579
harriet.dunne@glo.texas.gov

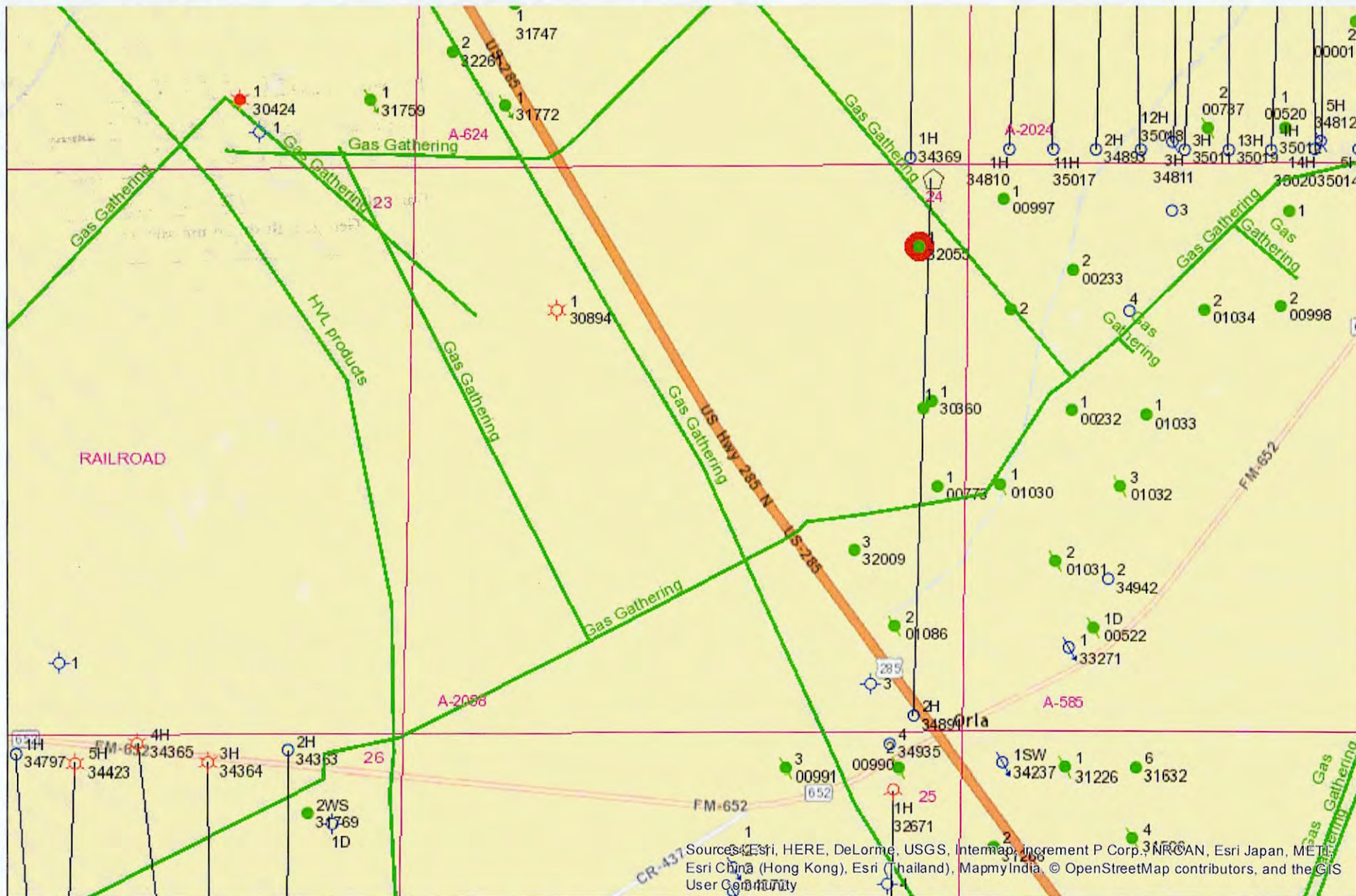
>>> "Kent O. Christensen" <KChristensen@btaoil.com> 10/26/2015 12:45 PM >>>
Harriet,

Our phones have been out since last Thursday because of last weeks storms. I understand you are contacting us regarding a shut-in royalty payment to the GLO in October. How can I assist you?

Respectfully,

Kent



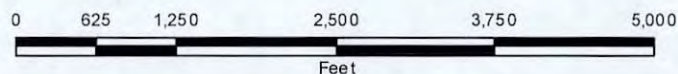
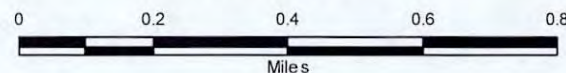


September 29, 2015

1 inch = 1,505 feet

PREPARED BY:
RAILROAD COMMISSION of TEXAS

P.O. BOX 12967
AUSTIN, TX 78711-2967



NOTICE/DISCLAIMER: Mapping data sets are provided for informational purposes only. These data sets are continuously being updated and refined. Users are responsible for checking the accuracy, completeness, currency, and/or suitability of these data sets themselves. This is not a survey grade product and should not be used to define or establish survey boundaries.

File No. MF065359 59.

Request for more info
on marketing gas

Date Filed: 12-3-15

George P. Bush, Commissioner

By [Signature]

10:36:20 Tue Sep 29, 2015

deep gas

*** OIL AND GAS W-2/G-1 RECORD ***

INQUIRY

API #: 389 30894

SOURCE: RRC

DIST: 08 LSE/ID: 076967 WELL#: 1

TYPE: GAS CNTY: REEVES

FLD: CHAPMAN, DEEP (WOLFCAMP)

LSE: 7710 JV-P CHAPMAN

OPER: BTA OIL PRODUCERS, LLC

COMPLETION: 05 16 1978

DRILLING PERMIT #: 007646

W2-G1: 06 05 1978 BUILT: 01 12 1984

R-37 EXCEP CASE #:

ATTACHMENTS: ON FILE

WATER INJECT PERM #:

KEY 'S' TO VIEW ATTACH: _

SALT WATER DISP #:

DRILL COMPLETED: 05 14 1978

DOCKET NUMBER:

DIST W3 APPR DATE: MM DD YYYY

ELEVATION:

TOTAL DEPTH: 15860

WELLBORE PLUGGED:

PLUGBACK DEPTH:

LOCATION SEC: 24

BLK: 57

ABST:

SUR: T-2 T & P

SUR/SECT: 001320 FT FROM W

AND 001320 FT FROM N

NOTE=> REMARKS ON FILE FOR THIS DATE

* SCREEN OPTIONS: 12=FORM/SQZE 13=REMARKS 14=WATER 19=PERMITS/WELLIDS

* SELECT OPTION: (01=WBTM, 00=HELP, 21=DIST PLUG)

PRESS 'ENTER' FOR NEXT SCREEN

389-30894

DISTRICT > 08 GAS LEDGER INQUIRY
 FIELD > CHAPMAN, DEEP (WOLFCAMP) # 17030 500
 OPERATOR > BTA OIL PRODUCERS, LLC # 041867
 LEASE > 7710 JV-P CHAPMAN # 076967 WELL # 1

MM/YYYY	ALLOW	GAS PROD	GAS LIFT	* AMT	* CODE	* DISPOSITIONS AMT	* CODE	CUMU G/C RATIO STAT (MCF/BBL)
09/2014	2056 N	2056	0	860	1	1196	2	0
10/2014	1829 N	1625	0	860	1	765	2	0
11/2014	1711 N	1711	0	860	1	851	2	0
12/2014	2046 N	1821	0	860	1	961	2	0
01/2015	1612 N	1306	0	860	1	446	2	0
02/2015	1596 N	860	0	860	1			0
03/2015	1829 N	1002	0	860	1	142	2	0
04/2015	1260 N	928	0	860	1	68	2	0
05/2015	1148 N	1148	0	860	1	288	2	0
06/2015	960 N	860	0	860	1			0
07/2015	961 N	366	0	166	1	200	2	0
08/2015	1147 N	NO RPT						0

GO TO DIST > GAS RRC ID # >
 PF1=HELP PF2=COND PF3=MENU PF4=PROD RMKS PF6=PROD PF7=SCHEDULE PF8=P4 PF9=LDGR
 PF10=G10 PF11=STATUS PF12=G-1 _ PF17=P-17 PMT _ PF18=T-1 _ PF19=HIST LDG
 ** PRESS ENTER TO SCROLL **

DISTRICT > 08 GAS LEDGER INQUIRY
 FIELD > CHAPMAN, DEEP (WOLFCAMP) # 17030 500
 OPERATOR > BTA OIL PRODUCERS, LLC # 041867
 LEASE > 7710 JV-P CHAPMAN # 076967 WELL # 1

MM/YYYY	ALLOW	GAS PROD	GAS LIFT	* AMT	* CODE	* DISPOSITIONS AMT	* CODE	CUMU STAT	G/C (MCF/BBL)	RATIO
09/2013	2052 N	2052	0	860	1	1192	2	0		
10/2013	2092 N	2092	0	860	1	1232	2	0		
11/2013	1980 N	1911	0	860	1	1051	2	0		
12/2013	2046 N	1603	0	860	1	743	2	0		
01/2014	2046 N	1907	0	860	1	1047	2	0		
02/2014	1792 N	1594	0	860	1	734	2	0		
03/2014	1612 N	1294	0	860	1	434	2	0		
04/2014	1860 N	1768	0	860	1	908	2	0		
05/2014	1767 N	1404	0	860	1	544	2	0		
06/2014	2011 N	2011	0	860	1	1151	2	0		
07/2014	1829 N	1818	0	860	1	958	2	0		
08/2014	1693 N	1693	0	860	1	833	2	0		

GO TO DIST > GAS RRC ID # >
 PF1=HELP PF2=COND PF3=MENU PF4=PROD RMKS PF6=PROD PF7=SCHEDULE PF8=P4 PF9=LDGR
 PF10=G10 PF11=STATUS PF12=G-1 PF17=P-17 PMT PF18=T-1 PF19=HIST LDG
 ** PRESS ENTER TO SCROLL **

File No. MF065359 60.

~~MF065359~~ Deep gas
production report

Date Filed: 9-29-15

George P. Bush, Commissioner

By GPB

10:38:12 Tue Sep 29, 2015

Shallow oil

*** OIL AND GAS W-2/G-1 RECORD ***

INQUIRY

API #: 389 30360

SOURCE: RRC

DIST: 08 LSE/ID: 23969_

WELL#: 1

TYPE: OIL

CNTY: REEVES

FLD: OLDS (DELAWARE)

LSE: CALDWELL, GUY

OPER: PEARCE, ROY F., JR.

COMPLETION: 02 25 1976

DRILLING PERMIT #:

W2-G1: 03 05 1976 BUILT: 01 12 1984

R-37 EXCEP CASE #:

ATTACHMENTS: ON FILE

WATER INJECT PERM #:

KEY 'S' TO VIEW ATTACH: _

SALT WATER DISP #:

DRILL COMPLETED: 12 02 1966

DOCKET NUMBER:

DIST W3 APPR DATE: MM DD YYYY

ELEVATION: 2859

TOTAL DEPTH: 3055

WELLBORE PLUGGED:

PLUGBACK DEPTH:

LOCATION SEC: 24

BLK: 57

ABST:

SUR: T-2 T&P

SUR/SECT: 000330 FT FROM E

AND 002210 FT FROM N

NOTE=> NO REMARKS ON FILE FOR THIS DATE

* SCREEN OPTIONS: 12=FORM/SQZE 13=REMARKS 14=WATER 19=PERMITS/WELLIDS

* SELECT OPTION: (01=WBTM, 00=HELP, 21=DIST PLUG)

PRESS 'ENTER' FOR NEXT SCREEN

10:42:50 Tue Sep 29, 2015

361-30360

DISTRICT > 08 OIL LEASE LEDGER STATUS INQUIRY
FIELD > OLDS (DELAWARE) # 67074 500
OPERATOR > PEARCE, ROY F., JR. # 647256
LEASE > CALDWELL, GUY # 23969

MM/YYYY	OIL ALLOW	OIL PROD	* * DISPOSITIONS * * AMT CODE	* * AMT CODE	EOM BAL	CUMU OVERAGE	MOVEABLE BAL
09/2014	60	18			83	0	83
10/2014	62	22			105	0	105
11/2014	60	20			125	0	125
12/2014	62	20			145	0	145
01/2015	62	22			167	0	167
02/2015	56	19			186	0	186
03/2015	62	13	146	1	53	0	53
04/2015	60	23			76	0	76
05/2015	62	21			97	0	97
06/2015	60	21			118	0	118
07/2015	62	22			140	0	140
08/2015	62	NO RPT				0	140

GO TO DIST > LEASE # >
PF1=HELP PF2=CSGHD LDGR INQ PF3=MENU PF4=PROD RMKS PF6=PROD
PF7=SCHED PF8=P4 PF9=LDGR PF17=P-17 PMT PF18=T1 INQ PF19=HIST LDG
** PRESS ENTER TO SCROLL **

389-30360

shallow oil

DISTRICT > 08 OIL LEASE LEDGER STATUS INQUIRY
 FIELD > OLDS (DELAWARE) # 67074 500
 OPERATOR > PEARCE, ROY F., JR. # 647256
 LEASE > CALDWELL, GUY # 23969

MM/YYYY	OIL ALLOW	OIL PROD	* * DISPOSITIONS * *	EOM BAL	CUMU OVERAGE	MOVEABLE BAL
09/2013	60	20		147	0	147
10/2013	62	22		169	0	169
11/2013	60	21		190	0	190
12/2013	62	36		226	0	226
01/2014	62	12	177 1	61	0	61
02/2014	56	19		80	0	80
03/2014	62	21		101	0	101
04/2014	60	21		122	0	122
05/2014	62	21		143	0	143
06/2014	60	22		165	0	165
07/2014	62	60	182 1	43	0	43
08/2014	62	22		65	0	65

GO TO DIST > LEASE # >

PF1=HELP PF2=CSGHD LDGR INQ PF3=MENU PF4=PROD RMKS PF6=PROD
 PF7=SCHED PF8=P4 PF9=LDGR PF17=P-17 PMT PF18=T1 INQ PF19=HIST LDG

** PRESS ENTER TO SCROLL **

File No. MF065359

61.

Shallow oil production
report

Date Filed: 9-29-15

George P. Bush, Commissioner

By [Signature]

SHUT-IN ROYALTY COMMITTEE Meeting, Mineral Leasing
Dec 18, 2015, 1:30 p.m.

Well Name	7710 JV-P Chapman #1 API 389-30894 RRC # 08-076967
------------------	--

State Lease No.	MF065359	Lease NRI	0.078125
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State Unit No.		Unit NRI	
-----------------------	--	-----------------	--

Operator	BTA Oil Producers
-----------------	-------------------

Field	Chapman, Deep (Wolfcamp)	County	Reeves
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Lease Date	10/15/70	Lease Term	5 yr	Lessee	Phillips Petroleum
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Shut-in Royalty	600.00	Date Received	10/01/15
------------------------	--------	----------------------	----------

Affidavit received	10/30/15	Date Well shut in	8/17/15
---------------------------	----------	--------------------------	---------

Reason for shut-in:

Gas line leak, purchaser is abandoning gas line. BTA is reviewing options.

Additional Comments:

Capable of producing:	Oil	0	Gas	40 mdf/d	Water	1 bbl/d
------------------------------	------------	---	------------	----------	--------------	---------

History:

Well completed	05/16/1978
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Prior Shut-ins	none
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Additional Comments:

Type Lease: RAL

Decision of Committee:

We will accept payment for 2015. However, we need to know the options they have evaluated before accepting a shut in payment in 2016.

File No. MF065359

SIR Comm agenda
& decision

62.

Date Filed: 12-18-15

George P. Bush, Commissioner

By [Signature]



TEXAS GENERAL LAND OFFICE
GEORGE P. BUSH, COMMISSIONER

December 21, 2015

Kent Christensen
BTA Oil Producers, LLC
104 South Pecos St
Midland, TX 79701

Re: **Texas State Lease No. MF065359**
Oil and gas lease dated 10/15/1970 from Guy Caldwell, et al, agent for the State of Texas,
Lessor, to Phillips Petroleum Company, Lessee, recorded in Vol 301, pg 110, Reeves Co, TX –
JV-P Chapman #1, BTA 7710 - Shut-in royalty payment

Dear Mr. Christensen:

We received the shut-in royalty payment of \$600.00 from Cinnabar Energy LTD on October 1, 2015 paid under the referenced lease. We received the Shut-in Affidavit on October 30, 2015.

The Shut In Royalty Committee has accepted your shut-in payment on behalf of the GLO.

This payment is good for one year from the shut in date or until August 17, 2016. Before you tender another shut in payment for 2016, we need you to set out in writing the options you have evaluated for securing a market with another pipeline. We need to know how many options you have evaluated and with which pipelines.

Should you find a market before August 17, 2016, please notify us when the well goes to production.

Yours very truly,

Harriet Dunne, CPL
Mineral Leasing, Energy Resources
512-475-1579
512-475-1543 (fax)
harriet.dunne@glo.state.tx.us

xc: G. Wade Caldwell
One Riverwalk Place
700 N. St. Mary's St., Ste. 1825
San Antonio, Texas 78205

Harriet Dunne

From: Harriet Dunne
Sent: Monday, December 21, 2015 11:06 AM
To: 'Kent O. Christensen'
Cc: 'gcaldwell@beclaw.com'; Susan Draughn
Subject: Shut in royalty paid under MF065359, JV-P Chapman #1, Reeves Co TX
Attachments: MF065359-Ltr accepting shut in royalty.pdf

Kent,

Attached is a scanned copy of our letter accepting your shut in royalty under the subject lease with language about next year. I will not send a hard copy unless you so request.

I am leaving the General Land Office. My last day is Dec. 30, 2016. So if you have need to further communicate with the GLO concerning this shut in or any future shut in, please contact Susan Draughn with the GLO:

susan.draughn@glo.texas.gov

512-463-6521

Thank you,

Harriet Dunne
General Land Office
Manager, Mineral Leasing
harriet.dunne@glo.texas.gov
Ofs 512-475-1579
Fax 512475-1404

File No. MF065359 63

Str approving
shut in payment

Date Filed: 12-21-15

George P. Bush, Commissioner

By [Signature]



TEXAS GENERAL LAND OFFICE
GEORGE P. BUSH, COMMISSIONER

December 15, 2015

I, George P. Bush, Commissioner of the General Land Office of the State of Texas, do hereby certify that the papers, records, and documents of said office show;

That on October 15, 1970, GUY CALDWELL and JEANNETTE CALDWELL, his wife, AGNES C. BECKHAM, a widow, MILDRED C. TOUCHSTONE and CLAUDE T. TOUCHSTONE, her husband, individually, and as agent for the State of Texas, executed and delivered a State Relinquishment Act Oil & Gas Lease M-65359, covering "North Half (N/2) of Section 24, Block 57, Twp. 2, T & P Ry. Co. Survey," 320.00 acres in Reeves County, to PHILLIPS PETROLEUM COMPANY, for a primary term of Five (5) years, with a cash bonus of \$2,400.00, and an annual delay rental of 50¢ per acre, with like amounts payable each to landowner and State, and a royalty of Five-Sixty Fourth (5/64), one-half payable each to landowner and State, and a certified copy of said lease was filed in the Texas General Land Office on March 9, 1971, in Mineral File M-65359;

That on September 22, 1975, PHILLIPS PETROLEUM COMPANY, assigned to MARTHA JACKSON, various interests in lease M-65359, and reference to said assignment ID #81, is herein made for all purposes to the instrument which was filed of record in Book 341, Page 543, Oil & Gas Records, Reeves County, a certified copy of which was filed in the Texas General Land Office on May 8, 1976, in Mineral File M-65359;

That on October 11, 1975, MARTHA JACKSON, assigned to R.G. DIXON and JACK A. CONNER, various interests in lease M-65359, and reference to said assignment ID #1446, is herein made for all purposes to the instrument which was filed of record in Book 343, Page 405, Oil & Gas Records, Reeves County, a certified copy of which was filed in the Texas General Land Office on May 8, 1976, in Mineral File M-65359;

That on January 1, 1976, MARTHA JACKSON, assigned to R.G. DIXON and JACK A. CONNER, various interests in lease M-65359, and reference to said assignment ID #424, is herein made for all purposes to the instrument which was filed of record in Book 342, Page 127, Oil & Gas Records, Reeves County, a certified copy of which was filed in the Texas General Land Office on May 8, 1976, in Mineral File M-65359;

That on June 3, 1976, Railroad Commission Form W-2, Oil Well Potential Test, Completion or Recompletion Report and Log, was filed in the Texas General Land Office in Mineral File M-65359, indicating that well No. 1, Olds (Delaware), was completed as a new well on February 25, 1976;

That on June 16, 1978, Railroad Commission Form G-1, Gas Well Back Pressure Test, Completion or Recompletion Report and Log, was filed in the Texas General Land Office in Mineral File M-65359, indicating that well No. 1, Wildcat, was completed as a new well on May 16, 1978;

That on December 12, 2002, CONOCO, INC. assigned to CONOCO PHILLIP COMPANY, various interests in lease M-65359, with additional leases, and reference to said assignment ID #3564, is herein made for

all purposes to the instrument which was filed in the Texas General Land Office on January 23, 2003, in Mineral File M-13658;

That on October 30, 2015, Shut-In Affidavit, was filed in the Texas General Land Office in Mineral File M-65359, indicating that well No. 1, Chapman, Deep (Wolfcamp) has been shut-in due to a gas leak;

IN TESTIMONY WHEREOF, I hereto set my hand and seal of said office the first date above written.



GEORGE P. BUSH
COMMISSIONER OF THE GENERAL LAND OFFICE

GPB/wt

Name: Garrett Melchiorre
Cotton Bledsoe Tighe & Dawson
500 W. Illinois, Suite 300
Midland, TX 79701
Dicta No.: 2016-12
Fee: \$200.00
Files: M-65369, M-13658

64.
File No. MF 65359
County
Cert of Fact
Date Filed: 29 Dec 2015
By George P. Bush, Commissioner

MF 065359

API No. <u>42-389-34891</u> Application Status # <u>807029</u> SWR Exception Case/Docket No. _____		RAILROAD COMMISSION OF TEXAS OIL & GAS DIVISION APPLICATION FOR PERMIT TO DRILL, RECOMPLETE, OR RE-ENTER <i>This facsimile W-1 was generated electronically from data submitted to the RRC.</i> <i>A certification of the automated data is available in the RRC's Austin office.</i>				FORM W-1 07/2004 Permit Status: Pending Approval <i>The RRC has not approved this application.</i> <i>Duplication or distribution of information is at the user's own risk.</i>	
1. RRC Operator No. <u>041867</u>		2. Operator's Name (as shown on form P-5, Organization Report) <u>BTA OIL PRODUCERS, LLC</u>		3. Operator Address (include street, city, state, zip): <u>104 S PECOS</u> <u>MIDLAND, TX 79701-0000</u>			
4. Lease Name <u>7710 JV-P CHAPMAN</u>		5. Well No. <u>2H</u>					
GENERAL INFORMATION							
6. Purpose of filing (mark ALL appropriate boxes): ☒ New Drill ☐ Recompletion ☐ Reclass ☐ Field Transfer ☐ Re-Enter ☐ Amended ☐ Amended as Drilled (BHL) (Also File Form W-1D)							
7. Wellbore Profile (mark ALL appropriate boxes): ☐ Vertical ☒ Horizontal (Also File Form W-1H) ☐ Directional (Also File Form W-1D) ☐ Sidetrack							
8. Total Depth <u>10050</u>		9. Do you have the right to develop the minerals under any right-of-way? ☒ Yes ☐ No		10. Is this well subject to Statewide Rule 36 (hydrogen sulfide area)? ☐ Yes ☒ No			
SURFACE LOCATION AND ACREAGE INFORMATION							
11. RRC District No. <u>08</u>		12. County <u>REEVES</u>		13. Surface Location ☒ Land ☐ Bay/Estuary ☐ Inland Waterway ☐ Offshore			
14. This well is to be located <u>38</u> miles in a <u>NW</u> direction from <u>Pecos</u> which is the nearest town in the county of the well site.							
15. Section <u>24</u>	16. Block <u>57 T2</u>	17. Survey <u>T&P RR CO/DEVANEY, J U</u>		18. Abstract No. <u>A-2058</u>	19. Distance to nearest lease line: <u>107</u> ft.	20. Number of contiguous acres in lease, pooled unit, or unitized tract: <u>320</u>	
21. Lease Perpendiculars: <u>107</u> ft from the <u>N</u> line and <u>351</u> ft from the <u>E</u> line.							
22. Survey Perpendiculars: <u>107</u> ft from the <u>N</u> line and <u>351</u> ft from the <u>E</u> line.							
23. Is this a pooled unit? ☐ Yes ☒ No		24. Unitization Docket No:		25. Are you applying for Substandard Acreage Field? ☐ Yes (attach Form W-1A) ☒ No			
FIELD INFORMATION List all fields of anticipated completion including Wildcat. List one zone per line.							
26. RRC District No.	27. Field No.	28. Field Name (exactly as shown in RRC records)		29. Well Type	30. Completion Depth	31. Distance to Nearest Well in this Reservoir	
<u>08</u>	<u>71052900</u>	<u>PHANTOM (WOLFCAMP)</u>		<u>Oil or Gas Well</u>	<u>10050</u>	<u>0.00</u>	
BOTTOMHOLE LOCATION INFORMATION is required for DIRECTIONAL, HORIZONTAL, AND AMENDED AS DRILLED PERMIT APPLICATIONS (see W-1H attachment)							
Remarks [FILER May 29, 2015 3:12 PM]: 15500' MD, 10050' TVD; [RRC STAFF Jun 1, 2015 9:27 AM]: There have been problems identified with this permit (see problem letter attachment). Notification sent.; [RRC STAFF Jun 1, 2015 2:08 PM]: Problems identified with this permit are resolved.; [RRC STAFF Jun 2, 2015 7:56 AM]: There have been problems identified with this permit (see problem letter attachment). Notification sent.				Certificate: I certify that information stated in this application is true and complete, to the best of my knowledge. <u>Pam Inskeep, Regulatory Administrator</u> <u>May 29, 2015</u> Name of filer Date submitted <u>(432)6823753, x139</u> <u>pinskeep@btaoil.com</u> Phone E-mail Address (OPTIONAL)			
RRC Use Only Data Validation Time Stamp: Dec 3, 2015 10:43 AM(Current Version)							

Permit Status: Pending Approval

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

**RAILROAD COMMISSION OF TEXAS
OIL & GAS DIVISION**

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

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

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

Status # 807029

Approved Date:

1. RRC Operator No. 041867	2. Operator's Name (exactly as shown on form P-5, Organization Report) BTA OIL PRODUCERS, LLC	3. Lease Name 7710 JV-P CHAPMAN	4. Well No. 2H
Lateral Drainhole Location Information			
5. Field as shown on Form W-1 PHANTOM (WOLFCAMP) (Field # 71052900, RRC District 08)			
6. Section 24	7. Block 57 T2	8. Survey T&P RR CO/DEVANEY, J U	9. Abstract 2058
10. County of BHL REEVES			
11. Terminus Lease Line Perpendiculars 150 ft. from the S line. and 467 ft. from the E line			
12. Terminus Survey Line Perpendiculars 150 ft. from the S line. and 467 ft. from the E line			
13. Penetration Point Lease Line Perpendiculars 200 ft. from the N line. and 467 ft. from the E line			



WELL NO. 1
RTW-1000-4
NO. 1000-4

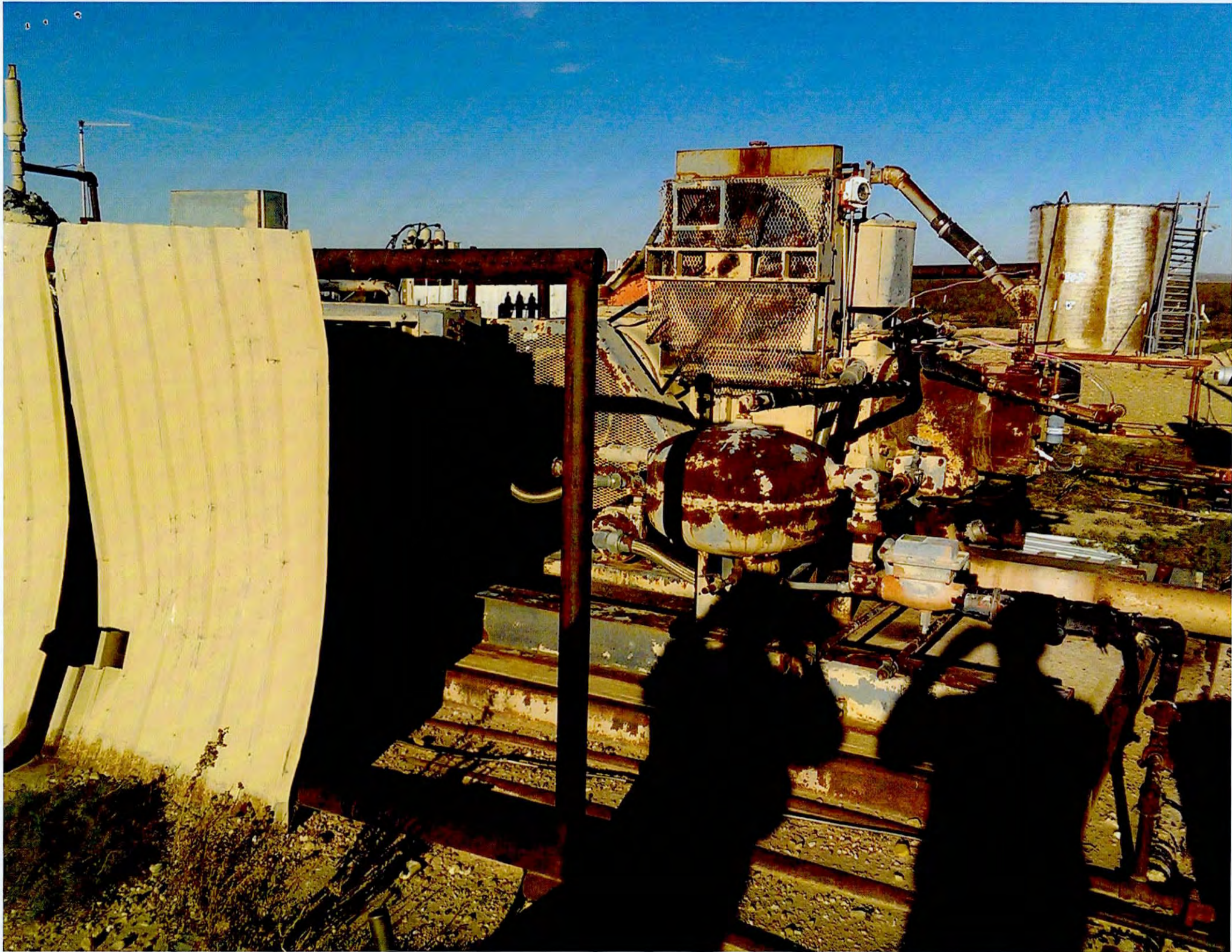
SOLAR SOLUTIONS SERIES 100
iCIP
CHEMICAL PUMP

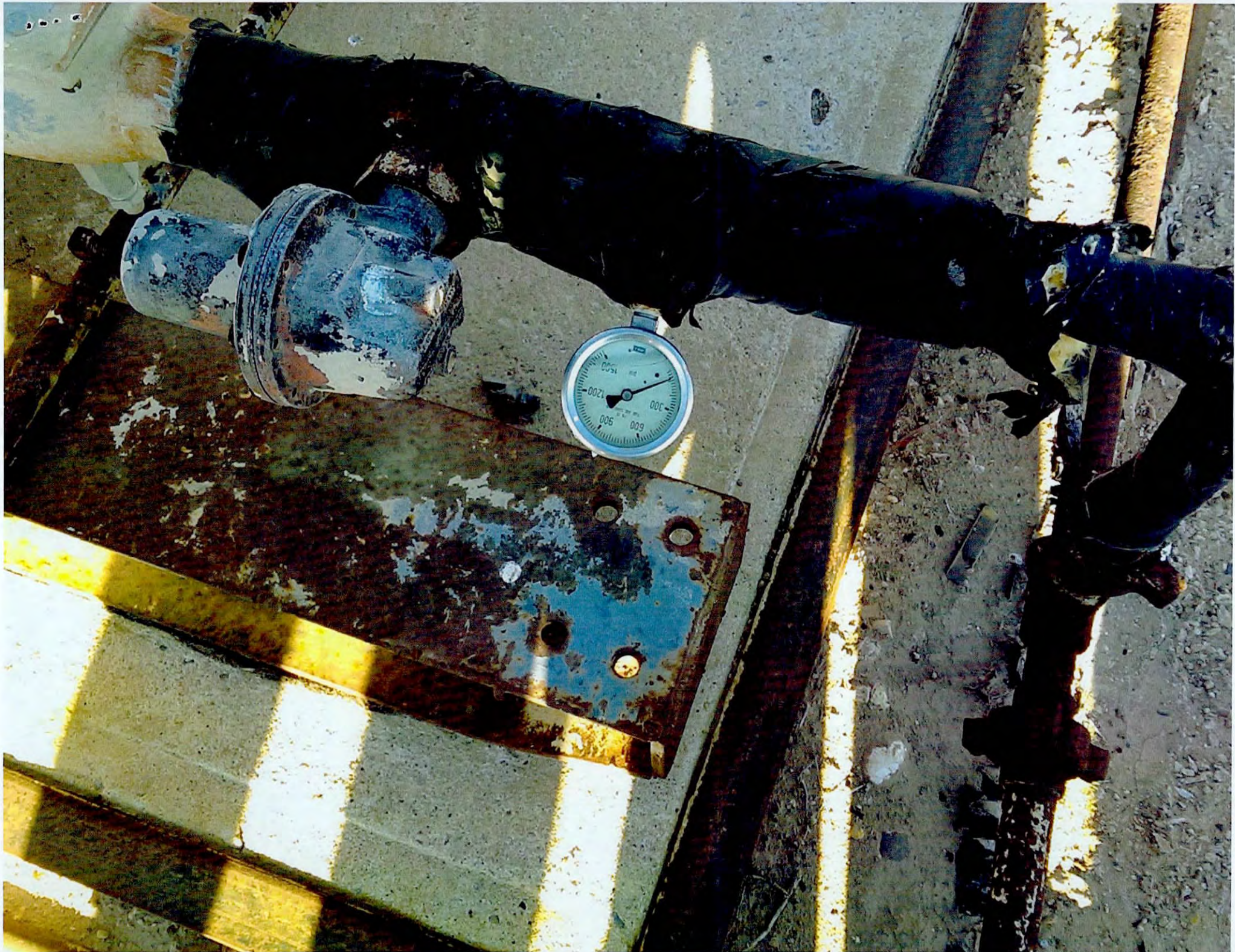
BTA OIL PRODUCERS
BTA
7710 JV-P CHAPMAN
WELL NO. 1
RRC ID 073457











65. . . .

File No. MF 065359

Permit application County

+ pictures of current property

Date Filed: 1/27/16 Sent by surface owner

George P. Bush, Commissioner

By SSD



TEXAS GENERAL LAND OFFICE
GEORGE P. BUSH, COMMISSIONER

September 5, 2017

I, George P. Bush, Commissioner of the General Land Office of the State of Texas, do hereby certify that the papers, records, and documents of said office show;

This Certificate of Fact is supplemental to one written December 15, 2016, for Garrett Melchiorre, covering Mineral File MF-65359, and contains title and status facts since that date only;

That on January 27, 2016, a report from BTA OIL PRODUCERS, LLC., was filed in the Texas General Land Office in Mineral File M-65359, indicating that Well #2H was spudded on May 29, 2015, and is now drilling at 10050 feet;

That the latest royalty payments for lease M-65359, were received in the Texas General Land Office on November 4, 2016, for oil produced during September 2016, and on August 14, 2017, for gas produced during June 2017;

IN TESTIMONY WHEREOF, I hereto set my hand and seal of said office the first date above written.

GEORGE P. BUSH
COMMISSIONER OF THE GENERAL LAND OFFICE

GPB/wt

Name:	Garrett Melchiorre Cotton Bledsoe Tighe & Dawson 500 W. Illinois, Suite 300 Midland, TX 79701
Dicta No.:	2017-40
Fee:	\$100.00
Files:	M-65369

66.

File No. MF 65359
Reeves County
Cent of Fact
Date Filed: 9/8/17
George P. Bush, Commissioner
By [Signature]



Permian Land
1500 Post Oak, Houston, TX 77056-3030
P.O. Box 22719, Houston, TX 77227-9927
Ph: (713) 297-6557
Email: lynn.latiolais@bhpbilliton.com

October 9, 2017

Via FedEx (Trkg #7704 5299 9048)

Texas General Land Office
Stephen F. Austin Building
1700 North Congress Avenue
Austin, Texas 78701-1495

Attention: J. Daryl Morgan

RE: **Pooling Agreements**
State Champ 56-T3-12X5 Unit, GLO Unit No. 8710
State Sky Hook 57-T2-24 Unit, GLO Unit No. 8711
Reeves County, Texas

Dear Mr. Morgan,

Enclosed you will find two (2) originals of each of the following:

Pooling Agreement, BHP Billiton Petroleum Properties (N.A.), LP, State
Champ 56-T3-12X5 Unit, GLO Unit No. 8710, Reeves County, Texas;

Pooling Agreement, BHP Billiton Petroleum Properties (N.A.), LP, State Sky
Hook 57-T2-24 Unit, GLO Unit No. 8711

for your further handling. Please return fully executed originals of each of the said
agreements at your earliest convenience. A return, FedEx envelop is provided for
expediency.

Should you need any additional information, please feel free to contact Broderick
Browne, Landman at 713-871-2233 or email broderick.browne@bhpbilliton.com.

Sincerely,

Lynn Latiolais, CPLTA
Land Technical Analyst

//
Enclosures

67

File No. M-65359

Ltr. From BHP County

Date Filed: 10/10/17

George P. Bush, Commissioner
By [Signature]

70-10-11



TEXAS GENERAL LAND OFFICE
GEORGE P. BUSH, COMMISSIONER

October 16, 2017

Ms. Lynn Latiolais, CPLTA
BHP Billiton Petroleum Properties (N.A.), LP
1500 Post Oak Blvd.
Houston, Texas 77056-3030

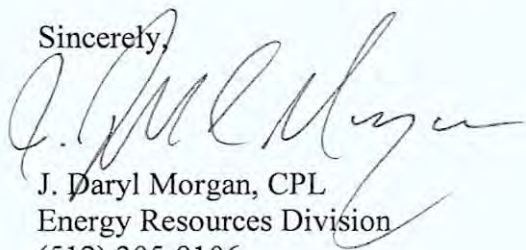
Re: Pooling Agreements
State Champ 56-T3-12X5 Unit
GLO Unit No. 8710
State Sky Hook 57-T2-24 Unit
GLO Unit No. 8711
Reeves County, Texas

Dear Ms. Latiolais:

Enclosed is a duplicate original of each of the above referenced Pooling Agreements that has been executed by George P. Bush, Commissioner of the Texas General Land Office. We have retained the other original of each Pooling Agreement for our files. Please refer to the referenced GLO Unit Nos. when filing Royalty Reports with the GLO.

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

Sincerely,


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

Enclosure

68

File No. M- 65359

Ltr. to BHP County

Date Filed: 10/16/17

George P. Bush, Commissioner
By [Signature]

DO NOT DESTROY



Texas General Land Office

UNIT AGREEMENT MEMO

UPA170101

Unit Number 8711
Operator Name BHP Billiton Petroleum (TXLA Operating) Company **Effective Date** 10/03/2017
Customer ID C000046383 **Unitized For** Oil And Gas
Unit Name State Sky Hook 57-T2-24 **Unit Term**
County 1 Reeves **RRC District 1** 08 **Old Unit Number** **Inactive Status Date**
County 2 **RRC District 2**
County 3 **RRC District 3**
County 4 **RRC District 4**
Unit type Permanent
State Net Revenue Interest Oil 0.09960701
State Part in Unit 1.00000000
Unit Depth Specified Depths **Well**
From Depth 4545 **Formation**
To Depth 11712 **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
MF065359	1	322.500000	644.900000	0.50007753	O/G	0.07812500	0.03906856	No
MF092207	2	40.280000	644.900000	0.06245930	O/G	0.09375000	0.00585556	No
MF115947	3	262.090000	644.900000	0.40640409	O/G	0.12500000	0.05080051	No
MF118253	4	20.030000	644.900000	0.03105908	O/G	0.12500000	0.00388238	

API Number

Remarks:

Prepared By:

jm

Prepared Date:

10/03/2017

GLO Base Updated By:

jm

GLO Base Date:

10/03/2017

RAM Approval By:

jm

RAM Approval Date:

10/5/17

GIS By:

jm

GIS Date:

10/03/2017

Well Inventory By:

jm

WI Date:

10/03/2017

Pooling Committee Report

To: School Land Board

UPA170101

Date of Board Meeting: 10/03/2017

Unit Number: 8711

Effective Date: 10/03/2017

Unit Expiration Date:

Applicant: BHP Billiton Petroleum Properties (N.A.), LP

Attorney Rep:

Operator: BHP Billiton Petroleum (TXLA Operating) Company,

Unit Name: State Sky Hook 57-T2-24

Field Name: PHANTOM (WOLFCAMP)

County: Reeves

<u>Lease Type</u>	<u>Lease Number</u>	<u>Lease Royalty</u>	<u>Expiration Date</u>	<u>Lease Term</u>	<u>Lease Acres</u>	<u>Lease Acres In Unit</u>	<u>Royalty Participation</u>
RAL	MF065359	0.07812500	10/15/1975	5 years	320.000000	322.500000	0.03906856
RAL	MF092207	0.09375000	05/25/1992	5 years	40.000000	40.280000	0.00585556
RAL	MF115947	0.12500000	06/27/2018	5 years	260.000000	262.090000	0.05080051
RAL	MF118253	0.12500000	09/09/2019	3 years	20.000000	20.030000	0.00388238

Private Acres:	0.000000
State Acres:	644.900000
Total Unit Acres:	644.900000

<u>Participation Basis:</u>	Surface Acreage
Surface Acreage	
<u>State Acreage:</u>	100.00%
<u>State Net Revenue Interest:</u>	9.96%

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

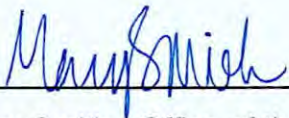
<u>RRC Rules:</u>	<u>Spacing Acres:</u>
Yes	704 acres for a 5,000 foot lateral (FTP to LTP).

REMARKS:

- BHP Billiton Petroleum Properties (N.A.), LP is requesting permanent oil and gas pooling from 4,545 feet to 11,712 feet in order to test all formations within the pooled interval. The BTA Oil Producers, LLC JV-P Chapman well # 1 (API 42-389-30894) will remain a lease well under MF065359.
- The applicant plans to spud the first unit well on December 27, 2017. A 5,000 foot lateral is expected to be drilled.
- With Board approval of the unit the State's unit royalty participation will be 9.96%.
- The State will participate on a unitized basis from the date of first production.
- The applicant agrees to drill a total of four unit wells. The first and second unit wells will be drilled in accordance with the continuous development clause of lease MF115947. The third and fourth wells will be spud by or before June 27, 2020.

POOLING COMMITTEE RECOMMENDATION:

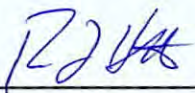
The Pooling Committee recommends Board approval of a permanent oil and gas unit under the above-stated provisions.



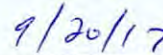
Mary Smith - Office of the Attorney General



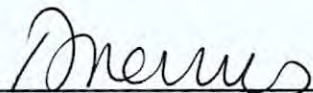
Date



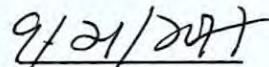
Robert Hatter - General Land Office



Date



Diane Morris - Office of the Governor



Date

L.J.
COX
A-2025

T. &
P.R.R.CO.
A-624

L.J. COX
A-2024

23

24

MF065359

T. &
P.R.R.CO.
A-629

J.U. DEVANEY
A-2058

T. &
P.R.R.CO.
A-585

MF092207

MF115947

MF118253

26

J.U.
DEVANEY
A-2061

25

T. &
P.R.R.CO.
A-630



REEVES
COUNTY

LOVING
COUNTY

Unit #8711
BHP Billiton Pet. Properties (N.A.) LP
State Sky Hook 57-T2-24 Unit
Phantom (Wolfcamp) Field
Reeves County, Texas

1,100 550 0 1,100 Feet



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



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

POOLING AGREEMENT
BHP BILLITON PETROLEUM PROPERTIES (N.A.), LP
STATE SKY HOOK 57-T2-24 UNIT
GLO UNIT NO. 8711
REEVES COUNTY, TEXAS

THIS AGREEMENT is entered into by and between the Commissioner of the General Land Office, on behalf of the State of Texas, as "Lessor" and BHP Billiton Petroleum Properties (N.A.), LP, herein referred to as "Lessee", and such other interested parties as may join in the execution hereof, the undersigned parties herein collectively referred to as the "parties", in consideration of the mutual agreements hereinafter set forth and other valuable considerations, the receipt and sufficiency of which are hereby acknowledged, and for the purposes and upon the terms and conditions which follow:

PURPOSES:

1.

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

UNIT DESCRIPTION:

2.

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

MINERAL POOLED:

3.

The mineral pooled and unitized ("pooled mineral") hereby shall be oil and gas including all hydrocarbons that may be produced from an oil well or a gas well as such wells are recognized and designated by the Railroad Commission of Texas or other state regulatory agency having jurisdiction of the drilling and production of oil and gas wells. The pooled mineral shall extend to those depths underlying the surface boundaries of the pooled unit from 4,545 feet below the surface to 11,712 feet below the surface ("unitized interval").

POOLING AND EFFECT:

4.

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

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

BHP

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

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

ALLOCATION OF PRODUCTION:

5.

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

TAKING ROYALTY IN KIND:

6.

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

EFFECTIVE DATE:

7.

Upon execution by the Commissioner of the General Land Office of the State of Texas this Agreement shall become effective as of October 3, 2017.

TERM:

8.

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

SPECIAL TERMS AND CONDITIONS:

9.

Notwithstanding anything contained herein to the contrary, this Agreement is subject to the terms and conditions of the attached Addendum "A". Additionally, the BTA Oil Producers, LLC operated 7710 JV-P Chapman #1 well, API No. 42-389-30894 is excluded from the terms of this Agreement and not considered part of this pooled unit.



STATE LAND:

10.

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

DISSOLUTION:

11.

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

RATIFICATION/WAIVER:

12.

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

COUNTERPARTS:

13.

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

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

Date Executed 10/12/17

STATE OF TEXAS

Legal
Content
Geology
Executive

[Handwritten signature]
[Handwritten signature]
[Handwritten signature]

By: *[Handwritten signature]*
George F. Bush, Commissioner
General Land Office

Date Executed 10/9/2017

BHP Billiton Petroleum Properties (N.A.), LP,
formerly known as Petrohawk Properties, LP,
By: BHP Billiton Petroleum Properties (GP), LLC,
its General Partner

By: *[Handwritten signature]*
Drew Dixon
Its: Attorney-in-Fact



STATE OF TEXAS

COUNTY OF HARRIS

This instrument was acknowledged before me on OCT. 9, 2017, by Drew Dixon,
Attorney-in-Fact of BHP Billiton Petroleum Properties (N.A.), LP formerly known as Petrohawk Properties, LP, by BHP
Billiton Petroleum Properties (GP), LLC, its General Partner a Texas limited liability company on behalf of said
limited partnership.



Lynn Latolais
Notary Public in and for the State of Texas

CERTIFICATE

I, Stephanie Crenshaw, Secretary of the School Land Board of the State of Texas, do hereby certify that at a
meeting of the School Land Board duly held on the 3rd day of October, 2017, the foregoing instrument was presented
to and approved by said Board under the provisions of Subchapter E, Chapter 52, of the Natural Resources Code, all
of which is set forth in the Minutes of the Board of which I am custodian.

IN TESTIMONY WHEREOF, witness my hand this the 12th day of October, 2017.

Stephanie Crenshaw
Secretary of the School Land Board

210707

ADDENDUM "A"

ATTACHED TO AND MADE A PART OF THAT CERTAIN POOLING AGREEMENT
STATE OF TEXAS / BHP BILLITON PETROLEUM PROPERTIES (N.A.), LP
STATE SKY HOOK 57-T2-24 UNIT; GLO UNIT NO. 8711
REEVES COUNTY, TEXAS

The parties hereby agree that should any conflict exist between the terms and provisions of this Addendum "A", the terms and provisions of the body of this Pooling Agreement, or the terms and provisions of any of the State Leases (as defined herein) listed on the attached Exhibit "A", then the terms and provisions of this Addendum "A" shall supersede and control.

1. Notwithstanding anything to the contrary in this Pooling Agreement, or in the leases listed on the attached Exhibit "A" covering tracts in which the State of Texas owns the minerals (hereinafter "State Leases"), the pooled unit shall consist of all of the lands herein described in the attached Exhibit "B" and depicted in the attached Exhibit "C", provided however that Lessee shall drill a minimum of four (4) unit wells within the unit in the following manner ("Drilling Obligation Dates"):

- First unit well: Spud on or before June 27, 2018;
- Second unit well: Spud on or before December 24, 2018;
- Third and Fourth unit wells: Spud on or before June 27, 2020.

In the event that Lessee chooses to drill unit wells ahead of the Drilling Obligation Dates as described above, then Lessee shall not be penalized for doing so and shall still conserve the benefit of the Drilling Obligation Dates. At such time as Lessee has drilled four (4) unit wells, in accordance with the Drilling Obligation Dates, the parties hereby agree that the pooled unit shall remain in the original, unaltered size and shape described in Exhibit "B" and depicted in Exhibit "C", in accordance with paragraph "9." of the Pooling Agreement.

Lessee's failure to timely comply with the Drilling Obligation Dates above shall result in the formation of a "Contracted Pooled Unit" in accordance with the following:

No. of unit wells	Corresponding size & shape of the resulting Contracted Pooled Unit
1 unit well	161.225 acres, more or less, comprised of the pooled unit containing the first unit well.
2 unit wells	322.45 acres, more or less, comprised of (a) the pooled unit containing the two (2) unit wells; or (b) the two (2) 161.225 acre, more or less, quarters of the pooled unit containing each of the two (2) unit wells, if said unit wells are not in the same half of the pooled unit.
3 unit wells	483.675 acres, more or less, comprised of (a) the pooled unit containing the three (3) unit wells; or (b) the three (3) 161.225 acre, more or less, quarters of the pooled unit containing each of the three (3) unit wells.

It is the intent of the parties that each well drilled within the original pooled unit shall earn 161.225 acres, more or less, or one-fourth (1/4th) of the original pooled unit acreage as described on Exhibit "B" and depicted on Exhibit "C".

2. Notwithstanding anything to the contrary in this Pooling Agreement or the State Leases listed on the attached Exhibit "A", Lessor and Lessee hereby amend the applicable State Leases listed on the attached Exhibit "A", such that (a) after the formation of a Contracted Pooled Unit, or (b) after Lessee has drilled four (4) unit wells in accordance with the Drilling Obligation Dates, whichever occurs first, the State Leases shall terminate as to those depths below the unitized interval as defined in paragraph "3." in this Pooling Agreement.

END OF ADDENDUM "A"



EXHIBIT "A"

ATTACHED TO AND MADE A PART OF THAT CERTAIN POOLING AGREEMENT
STATE OF TEXAS / BHP BILLITON PETROLEUM PROPERTIES (N.A.), LP
STATE SKY HOOK 57-T2-24 UNIT; GLO UNIT NO. 8711
REEVES COUNTY, TEXAS

Leases in Unit

1. **Lease#:** TBD
Lessor: Guy Caldwell, et al, as agents for the State of Texas (MF065359)
Lessee: Phillips Petroleum Company
Date: October 15, 1970
Recording: File No. 556, Vol. 301, Pg. 110, Reeves County, Texas

2. **Lease#:** 1044599-001
Lessor: Agnes C. Beckham, et al, as agents for the State of Texas (MF092207)
Lessee: Richard C. Slack
Date: May 25, 1987
Recording: File No. 1621, Vol. 477, Pg. 496, Reeves County, Texas

3. **Lease#:** 1044954-001
Lessor: CMC/SC Beckham Holdings, LP, et al, as agents for the State of Texas (MF115947)
Lessee: Petrohawk Properties, LP
Date: June 27, 2013
Recording: File No. 13-06805, Vol. 1025, Pg. 0124, Reeves County, Texas

4. **Lease#:** 1100146-001
Lessor: William L. Wilkinson, as agent for the State of Texas (MF118253)
Lessee: BHP Billiton Petroleum Properties (N.A.), LP
Date: September 9, 2016
Recording: File No. 16-14491, Vol. 1333, Pg. 0428, Reeves County, Texas

Incorporated by reference herein for all purposes shall be any and all instruments that have further adopted, amended, confirmed, extended, ratified and/or revised the leases listed herein and recorded in the Official Public Records of Reeves County, Texas.

END OF EXHIBIT "A"

210707

EXHIBIT "B"

ATTACHED TO AND MADE A PART OF THAT CERTAIN POOLING AGREEMENT
STATE OF TEXAS / BHP BILLITON PETROLEUM PROPERTIES (N.A.), LP
STATE SKY HOOK 57-T2-24 UNIT; GLO UNIT NO. 8711
REEVES COUNTY, TEXAS

Description of Lands

Tract 1:

322.50 acres, more or less, being the North Half (N/2) of Section 24, Block 57, Township 2, T&P RR Co. Survey, Reeves County, Texas.

Tract 2:

269.09 acres, more or less, being the South Half (S/2) of Section 24, Block 57, Township 2, T&P RR Co. Survey, Reeves County, Texas, *Save and Except* Tract 3 and Tract 4, as described herein.

Tract 3:

40.28 acres, more or less, being the South Half of the North Half of the Southeast Quarter (S/2 N/2 SE/4) of Section 24, Block 57, Township 2, T&P RR Co. Survey, Reeves County, Texas.

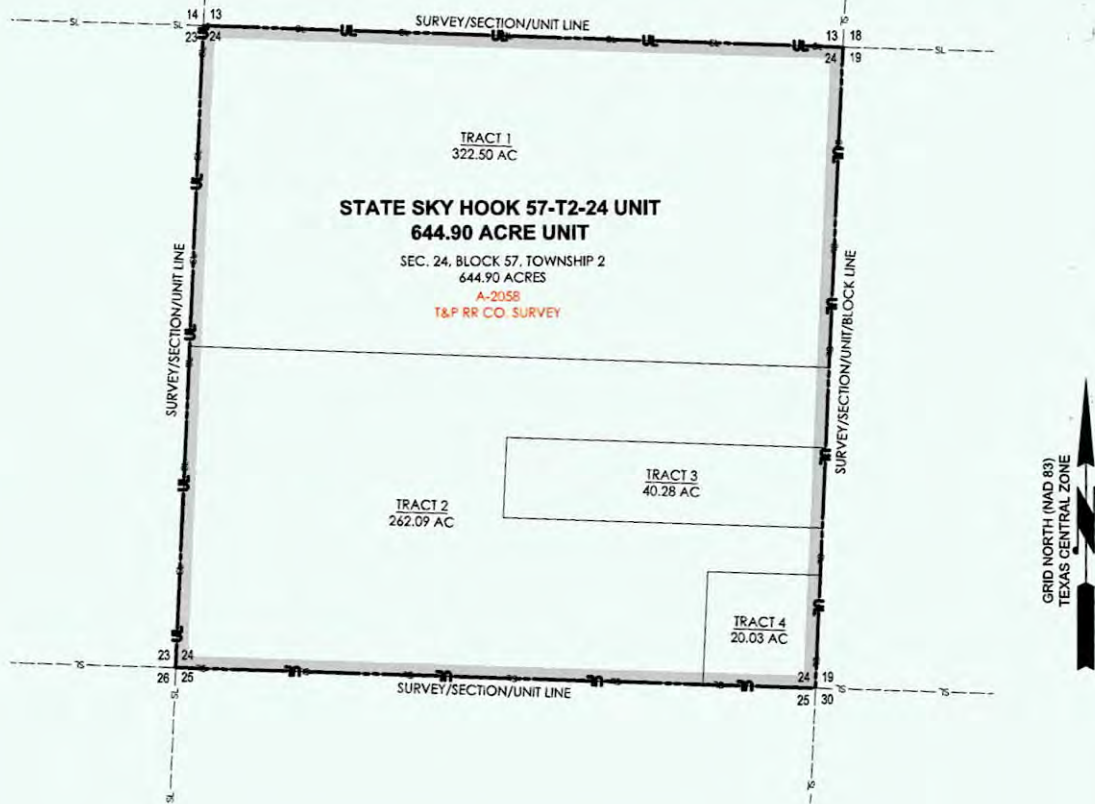
Tract 4:

20.03 acres, more or less, being that certain tract of land in the Southeast corner of Section 24, Block 57, Township 2, T&P RR Co. Survey, Reeves County, Texas, as described in a Warranty Deed dated May 31, 1993 from Linda Lou Wilkinson to William Louis Wilkinson, recorded in Volume 529, Page 75, Official Public Records of Reeves County, Texas.

END OF EXHIBIT "B"

2007

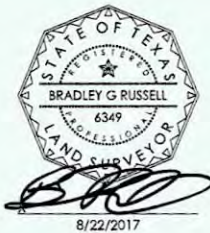
EXHIBIT "C"
 ATTACHED TO AND MADE A PART OF THAT CERTAIN POOLING AGREEMENT
 STATE OF TEXAS / BHP BILLITON PETROLEUM PROPERTIES (N.A.), LP
 STATE SKY HOOK 57-T2-24 UNIT; GLO UNIT NO. 8711
 REEVES COUNTY, TEXAS



UNIT DESCRIPTION (STATE SKY HOOK 57-T2-24 UNIT):
 SECTION 24, BLOCK 57, TOWNSHIP 2, ABSTRACT NUMBER 2058, T&P RR CO. SURVEY, REEVES COUNTY, TEXAS.

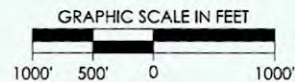
UNIT CORNERS

LOCATION	DESCRIPTION	NAD83 (1986)		NAD27	
		STATE PLANE TEXAS CENTRAL (4227)	GEOGRAPHIC (4201)	STATE PLANE TEXAS CENTRAL (4201)	GEOGRAPHIC (4201)
SW CORNER 57-T2-24	1/2" REBAR W/ CAP	N = 10645608.33 E = 1181136.87	LAT: 31.82523737° N LONG: 103.92524244° W	N = 803030.82 E = 884675.44	LAT: 31.82521112° N LONG: 103.92476876° W
NW CORNER 57-T2-24	1/2" REBAR W/ CAP	N = 10650917.15 E = 1181363.31	LAT: 31.83984306° N LONG: 103.92506555° W	N = 808338.48 E = 884901.98	LAT: 31.83971695° N LONG: 103.92459147° W
NE CORNER 57-T2-24	2" PIPE	N = 10650734.07 E = 1186654.46	LAT: 31.83990848° N LONG: 103.90801743° W	N = 808156.383 E = 8990193.04	LAT: 31.83968226° N LONG: 103.90754403° W
SE CORNER 57-T2-24	1/2" REBAR	N = 10645436.69 E = 1186425.06	LAT: 31.82523397° N LONG: 103.90820764° W	N = 802859.16 E = 889963.55	LAT: 31.82510770° N LONG: 103.90773463° W



CONTACT INFORMATION:
 Brad G. Russell
 Cration Toll
 (101)93715
 1000 Ledgewood Dr.
 Conway, AR 72034

LEGEND
 — UL — UNIT LINE
 — SL — SECTION LINE (OR AS LABELED)
 — TRACT LINE



GENERAL NOTES

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

2. PROJECT COORDINATE SYSTEM: TEXAS STATE PLANE, CENTRAL ZONE, NAD83, U.S. FEET AS DETERMINED BY GPS OBSERVATION, CAF # 0.999610235 (ELEVATION CORRECTION) 54.56-T2-34.

REVISION		BHP	
1	PRELIMINARY PLAT 8-22-17	BHP BILLITON PETROLEUM PROPERTIES (N.A.), LP STATE SKY HOOK 57-T2-24 UNIT SECTION 24, BLOCK 57-T2, T&P RR CO. SURVEY, A-2058 REEVES COUNTY, TEXAS FINAL UNIT PLAT	
2	REVISED UNIT 8-22-17		
SCALE: 1" = 1000'		CHECKED BY: NGUYEN	APPROVED BY: BR
PLOT DATE: 08/22/2017		DRAWN BY: J.PARKER	SHEET NO.: 1 OF 1

G:\852-7 (WELL PADS)\8527-0593 GERMAN LAND EXHIBITS\18\STATE SKY HOOK 57-T2-24 UNIT PLAT.STATE SKY HOOK 57-T2-24 UNIT PLAT.DWG 8/22/2017 1:05:10 PM MN1377

File No. M-65359
Pooling Agrmt. Packet # 871
State of Ky, Hook 57-TZ-24 Nat
County _____
Date Filed: 10/16/17
George P. Bush, Commissioner
By: [Signature]

2017



Permian Land
1500 Post Oak Blvd., Houston TX 77056-3030
P.O. Box 22719, Houston, TX 77027-9927
Ph: (713) 297-6557; Email: lynn.latiolais@bhpbilliton.com

January 2, 2018

Via FedEx (Trkg #7711 1759 3870)

Texas General Land Office
Stephen F. Austin Building
1700 North Congress Avenue
Austin, Texas 78701-1495

Attention: J. Daryl Morgan, CPL, Energy Resources Division

Re: Pooling Agreement,
BHP Billiton Petroleum Properties (N.A.), LP,
State Sky Hook 57-T2-24 Unit, GLO Unit No. 8711
Reeves County, Texas *M-65359*
(BHP Contract 112283)

Dear Mr. Morgan:

Enclosed you will find a Certified Copy of Recorded Original Pooling Agreement, BHP Billiton Petroleum Properties (N.A.) LP, State Sky Hook 57-T2-24 Unit, GLO Unit No. 8711, Reeves County, Texas, File Ref. 17-19843, Vol. 1507, Pg. 0728, for your records.

Should you need any additional information, please feel free to contact Broderick Browne, Landman, telephone 713-871-2233 or email broderick.browne@bhpbilliton.com.

Sincerely,

Lynn Latiolais, CPLTA
Land Technical Analyst

//
Enclosure

70

File No. M- 65359

Ltr. From BHP County

Date Filed: 1/3/18

By George P. Basha Commissioner
Rm

7. 3.18

After recording, please return to:
BHP
ATTN: L. Latiolais - Permian Land
1500 Post Oak
Houston, TX 77056

17-19843
FILED FOR RECORD
REEVES COUNTY, TEXAS
Dec 01, 2017 at 11:03:00 AM

POOLING AGREEMENT
BHP BILLITON PETROLEUM PROPERTIES (N.A.), LP
STATE SKY HOOK 57-T2-24 UNIT
GLO UNIT NO. 8711
REEVES COUNTY, TEXAS

THIS AGREEMENT is entered into by and between the Commissioner of the General Land Office, on behalf of the State of Texas, as "Lessor" and BHP Billiton Petroleum Properties (N.A.), LP, herein referred to as "Lessee", and such other interested parties as may join in the execution hereof, the undersigned parties herein collectively referred to as the "parties", in consideration of the mutual agreements hereinafter set forth and other valuable considerations, the receipt and sufficiency of which are hereby acknowledged, and for the purposes and upon the terms and conditions which follow:

PURPOSES:

1.

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

UNIT DESCRIPTION:

2.

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

MINERAL POOLED:

3.

The mineral pooled and unitized ("pooled mineral") hereby shall be oil and gas including all hydrocarbons that may be produced from an oil well or a gas well as such wells are recognized and designated by the Railroad Commission of Texas or other state regulatory agency having jurisdiction of the drilling and production of oil and gas wells. The pooled mineral shall extend to those depths underlying the surface boundaries of the pooled unit from 4,545 feet below the surface to 11,712 feet below the surface ("unitized interval").

POOLING AND EFFECT:

4.

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

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

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Dianne O. Florez, County Clerk
Page 1 of 1

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

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

ALLOCATION OF PRODUCTION:

5.

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

TAKING ROYALTY IN KIND:

6.

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

EFFECTIVE DATE:

7.

Upon execution by the Commissioner of the General Land Office of the State of Texas this Agreement shall become effective as of October 3, 2017.

TERM:

8.

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

SPECIAL TERMS AND CONDITIONS:

9.

Notwithstanding anything contained herein to the contrary, this Agreement is subject to the terms and conditions of the attached Addendum "A". Additionally, the BTA Oil Producers, LLC operated 7710 JV-P Chapman #1 well, API No. 42-389-30894 is excluded from the terms of this Agreement and not considered part of this pooled unit.

11/11/17

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Dianne O. Florez, County Clerk
Page 2 of 9

11/11/17

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STATE LAND:

10.

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

DISSOLUTION:

11.

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

RATIFICATION/WAIVER:

12.

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

COUNTERPARTS:

13.

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

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

Date Executed 10/12/17

STATE OF TEXAS

Legal
Content
Geology
Executive

[Signature]

By:

[Signature]
George P. Bush, Commissioner
General Land Office

Date Executed 10/9/2017

BHP Billiton Petroleum Properties (N.A.), LP,
formerly known as Petrohawk Properties, LP,
By: BHP Billiton Petroleum Properties (GP), LLC,
its General Partner

By:

[Signature]

Drew Dixon

Its: Attorney-in-Fact

11.11.11

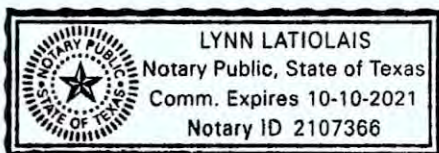
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Reeves County Texas,
Dianne O. Florez, County Clerk
Page 3 of 9

11.11.11

STATE OF TEXAS

COUNTY OF HARRIS

This instrument was acknowledged before me on OCT. 9, 2017, by Drew Dixon,
Attorney-in-Fact of BHP Billiton Petroleum Properties (N.A.), LP formerly known as Petrohawk Properties, LP, by BHP
Billiton Petroleum Properties (GP), LLC, its General Partner a Texas limited liability company on behalf of said
limited partnership.



Lynn Latiolais
Notary Public in and for the State of Texas

CERTIFICATE

I, Stephanie Crenshaw, Secretary of the School Land Board of the State of Texas, do hereby certify that at a meeting of the School Land Board duly held on the 3rd day of October, 2017, the foregoing instrument was presented to and approved by said Board under the provisions of Subchapter E, Chapter 52, of the Natural Resources Code, all of which is set forth in the Minutes of the Board of which I am custodian.

IN TESTIMONY WHEREOF, witness my hand this the 12th day of October, 2017.

Stephanie Crenshaw
Secretary of the School Land Board

11:00 AM

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Reeves County Texas,
Dianne O. Florez, County Clerk
Page 4 of 9

01:00 PM

ADDENDUM "A"

ATTACHED TO AND MADE A PART OF THAT CERTAIN POOLING AGREEMENT
STATE OF TEXAS / BHP BILLITON PETROLEUM PROPERTIES (N.A.), LP
STATE SKY HOOK 57-T2-24 UNIT; GLO UNIT NO. 8711
REEVES COUNTY, TEXAS

The parties hereby agree that should any conflict exist between the terms and provisions of this Addendum "A", the terms and provisions of the body of this Pooling Agreement, or the terms and provisions of any of the State Leases (as defined herein) listed on the attached Exhibit "A", then the terms and provisions of this Addendum "A" shall supersede and control.

1. Notwithstanding anything to the contrary in this Pooling Agreement, or in the leases listed on the attached Exhibit "A" covering tracts in which the State of Texas owns the minerals (hereinafter "State Leases"), the pooled unit shall consist of all of the lands herein described in the attached Exhibit "B" and depicted in the attached Exhibit "C", provided however that Lessee shall drill a minimum of four (4) unit wells within the unit in the following manner ("Drilling Obligation Dates"):

- First unit well: Spud on or before June 27, 2018;
- Second unit well: Spud on or before December 24, 2018;
- Third and Fourth unit wells: Spud on or before June 27, 2020.

In the event that Lessee chooses to drill unit wells ahead of the Drilling Obligation Dates as described above, then Lessee shall not be penalized for doing so and shall still conserve the benefit of the Drilling Obligation Dates. At such time as Lessee has drilled four (4) unit wells, in accordance with the Drilling Obligation Dates, the parties hereby agree that the pooled unit shall remain in the original, unaltered size and shape described in Exhibit "B" and depicted in Exhibit "C", in accordance with paragraph "9." of the Pooling Agreement.

Lessee's failure to timely comply with the Drilling Obligation Dates above shall result in the formation of a "Contracted Pooled Unit" in accordance with the following:

No. of unit wells	Corresponding size & shape of the resulting Contracted Pooled Unit
1 unit well	161.225 acres, more or less, comprised of the pooled unit containing the first unit well.
2 unit wells	322.45 acres, more or less, comprised of (a) the pooled unit containing the two (2) unit wells; or (b) the two (2) 161.225 acre, more or less, quarters of the pooled unit containing each of the two (2) unit wells, if said unit wells are not in the same half of the pooled unit.
3 unit wells	483.675 acres, more or less, comprised of (a) the pooled unit containing the three (3) unit wells; or (b) the three (3) 161.225 acre, more or less, quarters of the pooled unit containing each of the three (3) unit wells.

It is the intent of the parties that each well drilled within the original pooled unit shall earn 161.225 acres, more or less, or one-fourth (1/4th) of the original pooled unit acreage as described on Exhibit "B" and depicted on Exhibit "C".

2. Notwithstanding anything to the contrary in this Pooling Agreement or the State Leases listed on the attached Exhibit "A", Lessor and Lessee hereby amend the applicable State Leases listed on the attached Exhibit "A", such that (a) after the formation of a Contracted Pooled Unit, or (b) after Lessee has drilled four (4) unit wells in accordance with the Drilling Obligation Dates, whichever occurs first, the State Leases shall terminate as to those depths below the unitized interval as defined in paragraph "3." in this Pooling Agreement.

END OF ADDENDUM "A"

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document on file at
Reeves County Texas,
Dianne G. Florez, County Clerk
Page 5 of 9

EXHIBIT "A"

ATTACHED TO AND MADE A PART OF THAT CERTAIN POOLING AGREEMENT
STATE OF TEXAS / BHP BILLITON PETROLEUM PROPERTIES (N.A.), LP
STATE SKY HOOK 57-T2-24 UNIT; GLO UNIT NO. 8711
REEVES COUNTY, TEXAS

Leases in Unit

1. **Lease#:** TBD
Lessor: Guy Caldwell, et al, as agents for the State of Texas (MF065359)
Lessee: Phillips Petroleum Company
Date: October 15, 1970
Recording: File No. 556, Vol. 301, Pg. 110, Reeves County, Texas
2. **Lease#:** 1044599-001
Lessor: Agnes C. Beckham, et al, as agents for the State of Texas (MF092207)
Lessee: Richard C. Slack
Date: May 25, 1987
Recording: File No. 1621, Vol. 477, Pg. 496, Reeves County, Texas
3. **Lease#:** 1044954-001
Lessor: CMC/SC Beckham Holdings, LP, et al, as agents for the State of Texas (MF115947)
Lessee: Petrohawk Properties, LP
Date: June 27, 2013
Recording: File No. 13-06805, Vol. 1025, Pg. 0124, Reeves County, Texas
4. **Lease#:** 1100146-001
Lessor: William L. Wilkinson, as agent for the State of Texas (MF118253)
Lessee: BHP Billiton Petroleum Properties (N.A.), LP
Date: September 9, 2016
Recording: File No. 16-14491, Vol. 1333, Pg. 0428, Reeves County, Texas

Incorporated by reference herein for all purposes shall be any and all instruments that have further adopted, amended, confirmed, extended, ratified and/or revised the leases listed herein and recorded in the Official Public Records of Reeves County, Texas.

END OF EXHIBIT "A"

ATTACHED

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Document on file at
Reeves County Texas,
Dianne Q. Florez, County Clerk
Page 6 of 9

072 1

EXHIBIT "B"

ATTACHED TO AND MADE A PART OF THAT CERTAIN POOLING AGREEMENT
STATE OF TEXAS / BHP BILLITON PETROLEUM PROPERTIES (N.A.), LP
STATE SKY HOOK 57-T2-24 UNIT; GLO UNIT NO. 8711
REEVES COUNTY, TEXAS

Description of Lands

Tract 1:

322.50 acres, more or less, being the North Half (N/2) of Section 24, Block 57, Township 2, T&P RR Co. Survey, Reeves County, Texas.

Tract 2:

269.09 acres, more or less, being the South Half (S/2) of Section 24, Block 57, Township 2, T&P RR Co. Survey, Reeves County, Texas, ***Save and Except*** Tract 3 and Tract 4, as described herein.

Tract 3:

40.28 acres, more or less, being the South Half of the North Half of the Southeast Quarter (S/2 N/2 SE/4) of Section 24, Block 57, Township 2, T&P RR Co. Survey, Reeves County, Texas.

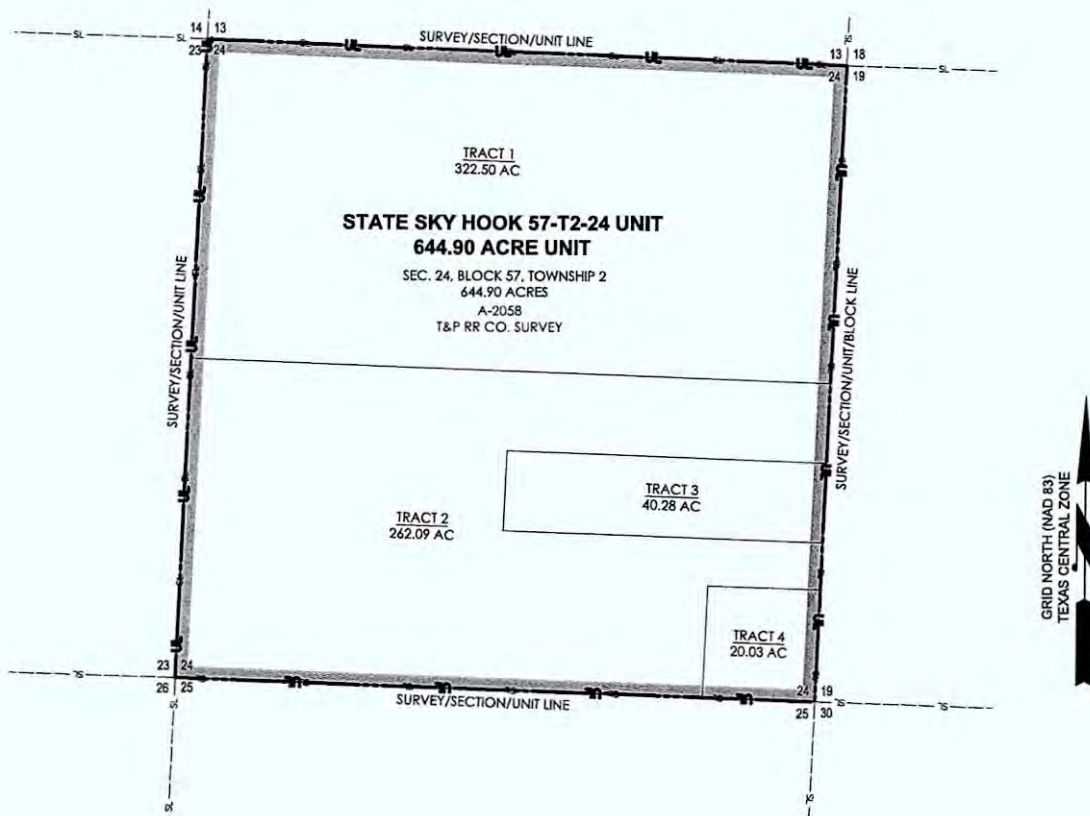
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20.03 acres, more or less, being that certain tract of land in the Southeast corner of Section 24, Block 57, Township 2, T&P RR Co. Survey, Reeves County, Texas, as described in a Warranty Deed dated May 31, 1993 from Linda Lou Wilkinson to William Louis Wilkinson, recorded in Volume 529, Page 75, Official Public Records of Reeves County, Texas.

END OF EXHIBIT "B"

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Page 7 of 9

EXHIBIT "C"
ATTACHED TO AND MADE A PART OF THAT CERTAIN POOLING AGREEMENT
STATE OF TEXAS / BHP BILLITON PETROLEUM PROPERTIES (N.A.), LP
STATE SKY HOOK 57-T2-24 UNIT; GLO UNIT NO. 8711
REEVES COUNTY, TEXAS



UNIT DESCRIPTION (STATE SKY HOOK 57-T2-24 UNIT):
SECTION 24, BLOCK 57, TOWNSHIP 2, ABSTRACT NUMBER 2058, T&P RR CO. SURVEY, REEVES COUNTY, TEXAS.

UNIT CORNERS

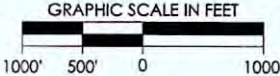
LOCATION	DESCRIPTION	NAD83 (1986)		NAD27	
		STATE PLANE TEXAS CENTRAL (2277)	GEOGRAPHIC (4269)	STATE PLANE TEXAS CENTRAL (2203)	GEOGRAPHIC (4267)
SW CORNER 57-T2-24	1/2" REBAR W/ CAP	N = 10645608.33 E = 1181136.87	LAT: 31.82523737° N LONG: 103.92524244° W	N = 803030.82 E = 864675.44	LAT: 31.82521112° N LONG: 103.92476876° W
NW CORNER 57-T2-24	1/2" REBAR W/ CAP	N = 10650917.15 E = 1181363.31	LAT: 31.83984306° N LONG: 103.92505555° W	N = 808339.48 E = 864901.58	LAT: 31.83971695° N LONG: 103.92459147° W
NE CORNER 57-T2-24	2" PIPE	N = 10650734.07 E = 1186654.46	LAT: 31.83980848° N LONG: 103.90801743° W	N = 808155.383 E = 8990193.04	LAT: 31.83968226° N LONG: 103.90754403° W
SE CORNER 57-T2-24	1/2" REBAR	N = 10645436.69 E = 1186425.06	LAT: 31.82523397° N LONG: 103.90820784° W	N = 802859.16 E = 869963.55	LAT: 31.82510770° N LONG: 103.90773463° W



CONTACT INFORMATION:
Brad G. Russell
Craigan Tull
(101)937115
1000 Ledgeland Dr.
Conway, AR 72034

LEGEND

UL UNIT LINE
SL SECTION LINE (OR AS LABELED)
TL TRACT LINE



GENERAL NOTES

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

2. PROJECT COORDINATE SYSTEM: TEXAS STATE PLANE, CENTRAL ZONE, NAD83, U.S. FEET AS DETERMINED BY GPS OBSERVATION, CAF = 0.599876358, ELEVATION OF 334.56-TL.

G:\852-7 (WELL PADS)\852-7\PERMANENT LAND EXHIBITS FY18\STATE SKY HOOK 57-T2-24 UNIT PLAT\STATE SKY HOOK 57-T2-24 UNIT PLAT.DWG 8/22/2017 1:05:10 PM MNI377

REVISION		BHP	
1	PRELIMINARY PLAT 6-22-17	BHP BILLITON PETROLEUM PROPERTIES (N.A.), LP	
2	REVISED UNIT 8-22-17	STATE SKY HOOK 57-T2-24 UNIT SECTION 24, BLOCK 57-T2, T&P RR CO. SURVEY, A-2058 REEVES COUNTY, TEXAS FINAL UNIT PLAT	
SCALE: 1" = 1000'		CHECKED BY: NGUYEN	APPROVED BY: BR
PLOT DATE: 08/22/2017		DRAWN BY: J.PARKER	SHEET NO.: 1 OF 1

True & Correct Copy of a
Document on file at
Reeves County Texas,
Dianne O. Florez, County Clerk
Page 8 of 9

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Inst No. 17-19843
DIANNE O. FLOREZ
COUNTY CLERK
2017 Dec 01 at 11:03 AM
REEVES COUNTY, TEXAS
By: LM Immanuel, DEPUTY

11.11.11

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

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File No. M-65359

County

Recorded Sky Hog Ky Vint

1/3/18

Date Filed:

George J. Davis, Jr., ATTORNEY

By-

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

The above and foregoing is a full, true and correct photographic copy of the original record now in my lawful custody and possession, as the same is filed/recorded in the public records of my office, found in VOL 1507, PAGE 778, THRU 736.



I hereby certified on 12/20/17 _____

DIANNE O. FLOREZ, COUNTY CLERK
REEVES COUNTY, TEXAS

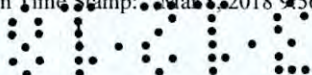
BY Bonnie Dyer DEPUTY

7. 3. 18

RAILROAD COMMISSION OF TEXAS
OIL & GAS DIVISION

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

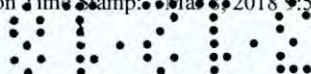
PERMIT NUMBER 834427	DATE PERMIT ISSUED OR AMENDED Jan 04, 2018	DISTRICT * 08
API NUMBER 42-389-36675	FORM W-1 RECEIVED Dec 19, 2017	COUNTY REEVES
TYPE OF OPERATION NEW DRILL	WELLBORE PROFILE(S) Horizontal	ACRES 644.9
OPERATOR BHP BILLITON PET(TXLA OP) CO 1500 POST OAK BLVD HOUSTON, TX 77056-0000		NOTICE This permit and any allowable assigned may be revoked if payment for fee(s) submitted to the Commission is not honored. District Office Telephone No: (432) 684-5581
LEASE NAME STATE SKY HOOK 57-T2-24		WELL NUMBER W108H
LOCATION 39.34 miles NW direction from PECOS		TOTAL DEPTH 14000
Section, Block and/or Survey SECTION ◀ 24 BLOCK ◀ 57 T2 ABSTRACT ◀ 2058 SURVEY ◀ T&P RR CO / DEVANEY, J U		
DISTANCE TO SURVEY LINES 377 ft. NORTH 1100 ft. EAST		DISTANCE TO NEAREST LEASE LINE 200 ft.
DISTANCE TO LEASE LINES 377 ft. NORTH 1100 ft. EAST		DISTANCE TO NEAREST WELL ON LEASE See FIELD(s) Below
FIELD(s) and LIMITATIONS: * SEE FIELD DISTRICT FOR REPORTING PURPOSES *		
FIELD NAME LEASE NAME	ACRES NEAREST LEASE	DEPTH NEAREST WE
PHANTOM (WOLFCAMP)	644.90	12,500
STATE SKY HOOK 57-T2-24	200	0
WELLBORE PROFILE(s) FOR FIELD: Horizontal		
RESTRICTIONS: This is a hydrogen sulfide field. Hydrogen Sulfide Fields with perforations must be isolated and tested per State Wide Rule 36 and a Form H-9 filed with the district office. Fields with SWR 10 authority to downhole commingle must be isolated and tested individually prior to commingling production. Lateral: TH1 Penetration Point Location Lease Lines: 50.0 F NORTH L 330.0 F EAST L Terminus Location Lease Lines: 50.0 F SOUTH L 330.0 F EAST L Survey Lines: 50.0 F SOUTH L 330.0 F EAST L		
THE FOLLOWING RESTRICTIONS APPLY TO ALL FIELDS		



RAILROAD COMMISSION OF TEXAS
OIL & GAS DIVISION

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

PERMIT NUMBER 834427	DATE PERMIT ISSUED OR AMENDED Jan 04, 2018	DISTRICT * 08
API NUMBER 42-389-36675	FORM W-1 RECEIVED Dec 19, 2017	COUNTY REEVES
TYPE OF OPERATION NEW DRILL	WELLBORE PROFILE(S) Horizontal	ACRES 644.9
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LEASE NAME STATE SKY HOOK 57-T2-24		WELL NUMBER W108H
LOCATION 39.34 miles NW direction from PECOS		TOTAL DEPTH 14000
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DISTANCE TO SURVEY LINES 377 ft. NORTH 1100 ft. EAST		DISTANCE TO NEAREST LEASE LINE 200 ft.
DISTANCE TO LEASE LINES 377 ft. NORTH 1100 ft. EAST		DISTANCE TO NEAREST WELL ON LEASE See FIELD(s) Below
FIELD(s) and LIMITATIONS: * SEE FIELD DISTRICT FOR REPORTING PURPOSES *		
FIELD NAME LEASE NAME	ACRES NEAREST LEASE	DEPTH NEAREST WE
This well shall be completed and produced in compliance with applicable special field or statewide spacing and density rules. If this well is to be used for brine mining, underground storage of liquid hydrocarbons in salt formations, or underground storage of gas in salt formations, a permit for that specific purpose must be obtained from Environmental Services prior to construction, including drilling, of the well in accordance with Statewide Rules 81, 95, and 97. This well must comply to the new SWR 3.13 requirements concerning the isolation of any potential flow zones and zones with corrosive formation fluids. See approved permit for those formations that have been identified for the county in which you are drilling the well in. The designated interval, for one or more of the fields approved on this permit, appears to overlap with the designated interval of another field or fields in this district. In the case of conflicting designated intervals you will be required to be consistent in field designation on this lease. Further, if the designated interval overlap of wells on this lease results in an actual or potential double assignment of reservoir and the applicant cannot conclusively demonstrate that there is no double assignment, the permitted well may not be assigned an allowable until the conflict is resolved. Because of the overlapping designated intervals in this area, issuance of this permit does not guarantee that the completion of the well will be approved or that the well will receive an allowable in any given field, even if that field is listed on the approved permit application.		



**RAILROAD COMMISSION OF TEXAS
OIL & GAS DIVISION
SWR #13 Formation Data**

REEVES (389) County

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

The above list may not be all inclusive, and may also include formations that do not intersect all wellbores. Formation "TOP" information listed reflects an estimated range based on geologic variances across the county. To clarify, the "Deep Top" is not the bottom of the formation; it is the deepest depth at which the "TOP" of the formation has been or might be encountered. This is a dynamic list subject to updates and revisions. It is the operator's responsibility to make sure that at the time of spudding the well the most current list is being referenced. Refer to the RRC website at the following address for the most recent information.

<http://www.rrc.texas.gov/oil-gas/compliance-enforcement/rule-13-geologic-formation-info>



Railroad Commission of Texas

PERMIT TO DRILL, RE-COMPLETE, OR RE-ENTER ON REGULAR OR ADMINISTRATIVE EXCEPTION LOCATION

CONDITIONS AND INSTRUCTIONS

Permit Invalidation. It is the operator's responsibility to make sure that the permitted location complies with Commission density and spacing rules in effect on the spud date. The permit becomes invalid automatically if, because of a field rule change or the drilling of another well, the stated location is not in compliance with Commission field rules on the spud date. If this occurs, application for an exception to Statewide Rules 37 and 38 must be made and a special permit granted prior to spudding. Failure to do so may result in an allowable not being assigned and/or enforcement procedures being initiated.

Notice Requirements. Per H.B 630, signed May 8, 2007, the operator is required to provide notice to the surface owner no later than the 15th business day after the Commission issues a permit to drill. Please refer to subchapter Q Sec. 91.751-91.755 of the Texas Natural Resources Code for applicability.

Permit expiration. This permit expires two (2) years from the date of issuance shown on the original permit. The permit period will not be extended.

Drilling Permit Number. The drilling permit number shown on the permit **MUST** be given as a reference with any notification to the district (see below), correspondence, or application concerning this permit.

Rule 37 Exception Permits. This Statewide Rule 37 exception permit is granted under either provision Rule 37 (h)(2)(A) or 37(h)(2)(B). Be advised that a permit granted under Rule 37(h)(2)(A), notice of application, is subject to the General Rules of Practice and Procedures and if a protest is received under Section 1.3, "Filing of Documents," and/or Section 1.4, "Computation of Time," the permit may be deemed invalid.

Before Drilling

Fresh Water Sand Protection. The operator must set and cement sufficient surface casing to protect all usable-quality water, as defined by the Railroad Commission of Texas (RRC) Groundwater Advisory Unit (GWAU). Before drilling a well, the operator must obtain a letter from the Railroad Commission of Texas stating the depth to which water needs protection. Write: Railroad Commission of Texas, Groundwater Advisory Unit (GWAU), P.O. Box 12967, Austin, TX 78711-3087. File a copy of the letter with the appropriate district office.

Accessing the Well Site. If an OPERATOR, well equipment TRANSPORTER or WELL service provider must access the well site from a roadway on the state highway system (Interstate, U.S. Highway, State Highway, Farm-to-Market Road, Ranch-to-Market Road, etc.), an access permit is required from TxDOT. Permit applications are submitted to the respective TxDOT Area Office serving the county where the well is located.

Water Transport to Well Site. If an operator intends to transport water to the well site through a temporary pipeline laid above ground on the state's right-of-way, an additional TxDOT permit is required. Permit applications are submitted to the respective TxDOT Area Office serving the county where the well is located.

*NOTIFICATION

The operator is **REQUIRED** to notify the district office when setting surface casing, intermediate casing, and production casing, or when plugging a dry hole. The district office **MUST** also be notified if the operator intends to re-enter a plugged well or re-complete a well into a different regulatory field. Time requirements are given below. The drilling permit number **MUST** be given with such notifications.

During Drilling

Permit at Drilling Site. A copy of the Form W-1 Drilling Permit Application, the location plat, a copy of Statewide Rule 13 alternate surface casing setting depth approval from the district office, if applicable, and this drilling permit must be kept at the permitted well site throughout drilling operations.

***Notification of Setting Casing.** The operator **MUST** call in notification to the appropriate district office (phone number shown the on permit) a minimum of eight (8) hours prior to the setting of surface casing, intermediate casing, AND production casing. The individual giving notification **MUST** be able to advise the district office of the drilling permit number.

***Notification of Re-completion/Re-entry.** The operator MUST call in notification to the appropriate district office (phone number shown on permit) a minimum of eight (8) hours prior to the initiation of drilling or re-completion operations. The individual giving notification MUST be able to advise the district office of the drilling permit number.

Completion and Plugging Reports

Hydraulic Fracture Stimulation using Diesel Fuel: Most operators in Texas do not use diesel fuel in hydraulic fracturing fluids. Section 322 of the Energy Policy Act of 2005 amended the Underground Injection Control (UIC) portion of the federal Safe Drinking Water Act (42 USC 300h(d)) to define "underground Injection" to *EXCLUDE* " ...the underground injection of fluids or propping agents (*other than diesel fuels*) pursuant to hydraulic fracturing operations related to oil, gas, or geothermal production activities." (italic and underlining added.) Therefore, hydraulic fracturing may be subject to regulation under the federal UIC regulations if diesel fuel is injected or used as a propping agent. EPA defined "diesel fuel" using the following five (5) Chemical Abstract Service numbers: 68334-30-5 Primary Name: Fuels, diesel; 68476-34-6 Primary Name: Fuels, diesel, No. 2; 68476-30-2 Primary Name: Fuel oil No. 2; 68476-31-3 Primary Name: Fuel oil, No. 4; and 8008-20-6 Primary Name: Kerosene. As a result, an injection well permit would be required before performing hydraulic fracture stimulation using diesel fuel as defined by EPA on any well in Texas. Hydraulic fracture stimulation using diesel fuel as defined by EPA on a well in Texas without an injection well permit could result in enforcement action.

Producing Well. Statewide Rule 16 states that the operator of a well shall file with the Commission the appropriate completion report within thirty (30) days after completion of the well or within ninety (90) days after the date on which the drilling operation is completed, whichever is earlier. Completion of the well in a field authorized by this permit voids the permit for all other fields included in the permit unless the operator indicates on the initial completion report that the well is to be a dual or multiple completion and promptly submits an application for multiple completion. All zones are required to be completed before the expiration date on the existing permit. Statewide Rule 40(d) requires that upon successful completion of a well in the same reservoir as any other well previously assigned the same acreage, proration plats and P-15s (if required) must be submitted with no double assignment of acreage.

Dry or Noncommercial Hole. Statewide Rule 14(b)(2) prohibits suspension of operations on each dry or non-commercial well without plugging unless the hole is cased and the casing is cemented in compliance with Commission rules. If properly cased, Statewide Rule 14(b)(2) requires that plugging operations must begin within a period of one (1) year after drilling or operations have ceased. Plugging operations must proceed with due diligence until completed. An extension to the one-year plugging requirement may be granted under the provisions stated in Statewide Rule 14(b)(2).

Intention to Plug. The operator must file a Form W-3A (Notice of Intention to Plug and Abandon) with the district office at least five (5) days prior to beginning plugging operations. If, however, a drilling rig is already at work on location and ready to begin plugging operations, the district director or the director's delegate may waive this requirement upon request, and verbally approve the proposed plugging procedures.

***Notification of Plugging a Dry Hole.** The operator MUST call in notification to the appropriate district office (phone number shown on permit) a minimum of four (4) hours prior to beginning plugging operations. The individual giving the notification MUST be able to advise the district office of the drilling permit number and all water protection depths for that location as stated in the Texas Commission on Environmental Quality letter.

DIRECT INQUIRIES TO: DRILLING PERMIT SECTION, OIL AND GAS DIVISION

PHONE
(512) 463-6751

MAIL:
PO Box 12967
Austin, Texas, 78711-2967



GROUNDWATER PROTECTION DETERMINATION

Form GW-2



Groundwater Advisory Unit

Date Issued: 07 March 2018**GAU Number:** 185828**Attention:** BHP BILLITON PET(TXLA OP)
1500 POST OAK BLVD
HOUSTON, TX 77056**Operator No.:** 068596**API Number:**
County: REEVES
Lease Name: State Sky Hook 57-T2-24
Lease Number:
Well Number: W108H
Total Vertical Depth: 14000
Latitude: 31.838654
Longitude: -103.911099
Datum: NAD27**Purpose:** New Drill**Location:** Survey-T&P RR CO; Abstract-2058; Block-57; Township-2; Section-24

To protect usable-quality groundwater at this location, the Groundwater Advisory Unit of the Railroad Commission of Texas recommends:

The interval from the land surface to the base of the Rustler, which is estimated to occur at a depth of 1100 feet, must be protected.

This recommendation is applicable to all wells within a radius of 1500 feet of this location.

Note: Unless stated otherwise, this recommendation is intended to apply only to the subject well and not for area-wide use. This recommendation is for normal drilling, production, and plugging operations only. It does not apply to saltwater disposal operation into a nonproductive zone (RRC Form W-14).

This determination is based on information provided when the application was submitted on 12/19/2017. If the location information has changed, you must contact the Groundwater Advisory Unit, and submit a new application if necessary. If you have questions, please contact us at 512-463-2741 or gau@rrc.texas.gov.

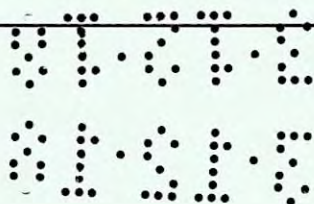
Groundwater Advisory Unit, Oil and Gas Division

Form GW-2
Rev. 02/2014

P.O. Box 12967 Austin, Texas 78771-2967

512-463-2741

Internet address: www.rrc.texas.gov



RAILROAD COMMISSION OF TEXAS

OIL AND GAS DIVISION

MINOR PERMIT TO TREAT DOMESTIC WASTEWATER

Permit No. MPGW-A18-0629-D08
Permit Effective 1/5/2018

BHP BILLITON PET (TXLA OP) CO
1360 POST OAK BLVD, STE. 150
HOUSTON, TX 77056

Based on information contained in the original application received January 5, 2018, and additional information received to date, you are hereby authorized to treat, recycle, and reuse domestic wastewater as described herein:

Phantom (Wolfcamp), **State Sky Hook 57-T2-34**
W107H (834468); W108H (834427)
Latitude, Longitude: 31.838780° & -103.911645°
Reeves County, Texas
RRC District 08, Midland

This minor permit grants authority to store, handle, treat, recycle, and reuse certain non-hazardous domestic wastewater in accordance with 16 Texas Administrative Code (TAC) §3.8 (Statewide Rule 8) and the following conditions:

1. The effective date of this permit is **1/5/2018**, and the authority granted by this permit expires on **6/22/2018**.
2. This permit authorizes the on-site treatment and management of domestic wastewater generated at oil and gas drill sites and waste streams generated from mobile drinking water treatment systems located at and resulting from use exclusively at well sites for use down-hole and/or for dust suppression and controlled irrigation purposes as specified in the "SAMPLING CRITERIA FOR WASTE STREAMS" document which is attached to and incorporated into this permit as **Permit Appendix A**. Treatment and reuse of the waste streams is granted for use at the above referenced location(s).
3. This permit does not authorize the discharge of any domestic wastewater or waste streams generated from mobile drinking water treatment systems into any watercourses or drainage ways, including any drainage ditch, dry creek, flowing creek, river, or any other body of surface water.



4. Residual solids accumulated during the treatment process must be removed and transported by a Texas Commission on Environmental Quality (TCEQ) registered sludge transporter to a TCEQ permitted disposal facility approved to receive and manage domestic sewage prior to treatment system relocation.
5. Unless otherwise required by conditions of this permit, operation of the treatment system(s) and reuse of the treated waste streams must be in accordance with the information represented in the permit application and information contained in the "APPLICATION FOR BENEFICIAL RECYCLING OF TREATED DOMESTIC WASTEWATER AND MOBILE DRINKING WATER TREATMENT SYSTEM WASTEWATER AT DRILL SITES" (Domestic Wastewater Application Worksheet), which is attached to and incorporated into this permit as **Permit Appendix B**.
6. A waiver from the surface owner or proof that notice has been provided to the surface owner at least ten (10) days prior to reuse is required for any recycling of domestic wastewater other than for down-hole purposes.
7. If treated domestic wastewater and mobile drinking water treatment system wastewater are commingled, the more stringent requirements will apply, unless otherwise indicated.
8. If treated domestic wastewater or wastewater from mobile drinking water treatment systems is stored for greater than seven days, a chlorine residual between 2 and 3 part per million (ppm) must be maintained.
9. For treated domestic wastewater, no more than 5,000 gallons per day of pre-treated domestic wastewater may be received and processed.
10. The treated domestic wastewater and drinking water treatment system wastewater must be analyzed as indicated for the Parameters listed in the "SAMPLING CRITERIA FOR WASTE STREAMS" document which is attached as **Permit Appendix A**. All samples shall be representative of the respective waste streams. All sample acquisition, preservation, and analysis must be performed according to procedures specified in Title 40 of the Code of Federal Regulations (40 CFR) Part 136. The procedures used to preserve the samples and analytical methods used shall be reported.
11. All chemical laboratory analyses required to be performed in accordance with this permit must be performed using appropriate Environmental Protection Agency (EPA) methods or Standard Methods by an independent National Environmental Laboratory Accreditation Program (NELAP) certified laboratory neither owned nor operated by the permittee. Any sample collected for laboratory analysis must be collected and preserved in a manner appropriate for that analytical method as specified by 40 CFR, Part 136. All geotechnical testing is to be performed utilizing tests standardized by the American Society for Testing and Materials (ASTM) and certified by a Texas registered Professional Engineer.
12. Safety Data Sheets (SDS) must be submitted to Technical Permitting in Austin for any chemical or accelerator proposed to be used in the treatment of waste at the facility that was not identified in the initial application. Storage of the chemicals must be in accordance with the manufacturers' specifications and must be maintained in a leak free condition.



13. Prior to recycling and reuse, the treated domestic wastewater must be stored in the 20-mil high density polyethylene (HDPE) on-site reserve pit with a permeability less than or equal to 1×10^{-7} cm/s. Earthen berms must be constructed around the pit and must be compacted or constructed of material that meets 95% standard Proctor (ASTM D-698) or 90-92% modified Proctor (ASTM D-1557) density. The berm shall be constructed to a height of at least two feet and shall maintain a slope no steeper than a one to three (vertical to horizontal) ratio, unless constructed of concrete or equivalent material (firewalls). These structures must be used to divert non-contact storm water around the waste management areas and contain and isolate storm water within the waste management units.
14. Upon completion of the project, a report detailing all relevant activities for the duration of the permit must be submitted including:
 - a. The total number of days domestic wastewater and/or mobile drinking water treatment system wastewater is reused or applied after treatment.
 - b. The total volume of each type of waste received for treatment.
 - c. The total volume of treated effluent for each type of reuse method (down-hole, controlled irrigation, dust suppression).
 - d. A table of the water treatment analytical results, sampling dates, corresponding analytical reports, and chain of custody for the Parameters required to be analyzed in the "SAMPLE CRITERIA FOR WASTE STREAMS" document which is attached as **Permit Appendix A**.
15. All reports must be certified as follows: "I declare under penalties prescribed in Section 91.143, Natural Resources Code, that I am authorized to make this report, that this report was prepared by me or under my direct supervision and direction, and that data and facts stated therein are true and complete to the best of my knowledge."
16. Water treatment vessels and equipment must be maintained in good operating condition for the duration of the permit.
17. Any changes affecting this permit must be reported to Technical Permitting in Austin or the appropriate District Office in order for the Railroad Commission of Texas (RRC) to determine whether a permit amendment is necessary.
18. This permit may be considered for administrative renewal upon review by the RRC. Submit any request for renewal at least 30 days prior to this permit's expiration date.
19. Failure to comply with any condition of this minor permit shall be cause for modification, suspension, termination, or cancellation of this minor permit if Technical Permitting determines that the permittee is in violation RRC rules.

This authorization is granted subject to review and cancellation should investigation show that such authorization is being abused.



APPROVED AND ISSUED ON JANUARY 5, 2018.

Craig Pearson, PhD
District Director
Midland District Office

Attachments: Permit Appendices A and B

CC: RRC – District 08/ Midland

RRC – Environmental Permits and Support, Austin

01.01.18

PERMIT APPENDIX A

Sampling Criteria for Waste Streams

Permit No. MPGW-A18-0629-D08

SAMPLING CRITERIA FOR WASTE STREAMS

The RRC has jurisdiction over the on-site treatment and management of domestic wastewater generated at oil and gas drill sites and waste streams generated from mobile drinking water treatment systems located at and resulting from use exclusively at well sites. The term domestic wastewater means wastewater that originates primarily from kitchen, bathroom, and laundry sources, including wastes from food preparation, dishwashing, garbage grinding, toilets, baths, showers, and sinks of a residential dwelling. The term "mobile drinking water treatment system wastewater" means wastewater generated from the treatment of groundwater for drinking water purposes, including reverse osmosis reject water. The following analyses are required for each specific end use of the treated wastewater:

TOTAL ESTIMATED VOLUME

The estimated daily volume of the treated and recycled waste stream from all sources is presented below. The total volume of the influent source of domestic wastewater must be less than 5,000 gallons per day.

Waste Stream	Reuse Method	Estimated Volume (GPD)
Treated Domestic Wastewater (< 5,000 GPD)	Down-hole	4,800
	Dust Suppression	0
	Controlled Irrigation	0
Mobile Drinking Water Treatment System Wastewater	Down-hole	800
	Dust Suppression	0
	Controlled Irrigation	

MOBILE DRINKING WATER TREATMENT SYSTEM WASTEWATER

Mobile drinking water treatment system wastewater can be recycled and reused for either down-hole purposes or dust suppression and/or controlled irrigation purposes. No permit or testing criteria is required for reuse of mobile drinking water treatment system wastewater for down-hole recycling purposes.

- **Dust suppression and/or controlled irrigation purposes:** Quality assurance sampling and analysis of the treated effluent utilized for dust suppression and/or controlled irrigation purposes must be conducted once per site location for the Parameters below:

<u>PARAMETER</u>	<u>LIMITATION</u>
Total Dissolved Solids (TDS) <i>Standard Method 2540 or equivalent</i>	Report mg/l
pH <i>EPA Method 9045 or equivalent</i>	Report SU
Electrical Conductivity (EC)	Report mmhos/cm



TREATED DOMESTIC WASTEWATER

Treated domestic wastewater can be recycled and reused for either down-hole purposes or dust suppression and/or controlled irrigation purposes; however, a waiver from the surface owner or proof that notice has been provided to the surface owner at least ten (10) days prior to reuse is required for any recycling of domestic wastewater other than for down-hole purposes. Each specific end use requires different testing requirements as described below.

- **Down-hole purposes:** Quality assurance sampling and analysis of the treated effluent utilized for down-hole purposes must be conducted every fourteen (14) days for the Parameters below.

<u>PARAMETER</u>	<u>LIMITATION</u>
Biological Oxygen Demand (BOD ₅) / (CBOD ₅) *	≤ 80 milligrams per liter (mg/l)
Escherichia coli (E-Coli)	≤ 800 CFU/100 milliliters (ml)
Chlorine Residual (> 7 day storage) <i>EPA Method 334.0 or equivalent</i>	2 - 3 mg/l
pH <i>EPA Method 9045C or equivalent field method</i>	6.0 - 9.0 Standard Units (SU)

- **Dust suppression and/or controlled irrigation purposes:** Quality assurance sampling and analysis of the treated effluent utilized for dust suppression and/or controlled irrigation purposes must be conducted every seven (7) days for the Parameters below.

<u>PARAMETER</u>	<u>LIMITATION</u>
Biological Oxygen Demand (BOD ₅) / (CBOD ₅) *	≤ 65 mg/l
E-Coli for "Dust Suppression"	≤ 200 CFU/100 ml
E-Coli for "Controlled Irrigation"	≤ 75 CFU/100 ml
Oil and Grease <i>EPA Method 1664</i>	≤ 30 mg/l
Total Chlorides <i>or site-specific background for surficial aquifer</i>	≤ 1,500 mg/l
Chlorine Residual (> 7 day storage) <i>EPA Method 334.0 or equivalent</i>	2 - 3 mg/l
pH <i>EPA Method 9045C or equivalent field method</i>	6.0 - 9.0 SU

* Carbonaceous Biological/Biochemical Oxygen Demand (CBOD₅) may be substituted for BOD₅

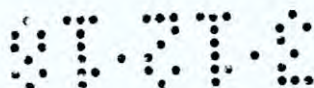


PERMIT APPENDIX B

Domestic Wastewater Application Worksheet

Worksheet

* Attachments may be used to explain or clarify any additional information





Permian Land
1500 Post Oak, Houston, TX 77056-3030
Ph: (713) 297-6557
Email: lynn.latiolais@bhpbilliton.com

March 9, 2018

Texas General Land Office
1700 N Congress Ave.
Austin, Texas 78701

Attention: Joy McCauley

Re: **State Sky Hook 57-T2-24 W108H**
Reeves County, Texas
(GLO Basefile 090102; MF065359; MF092207; MF115947; MF118253; BHP
Billiton P1M959)

Dear Ms. McCauley:

Enclosed you will find the following regulatory documents for the **State Sky Hook 57-T2-24 W108H** well located in Reeves County, Texas for your records:

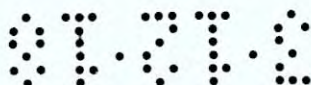
Railroad Commission Permit
Railroad Commission Form GW-2

Should you need any additional information, please feel free to call or email.

Sincerely,

Lynn Latiolais, CPLTA
Land Technical Analyst

/ll
Enclosures



File No. MF 065359Reemes CountyDrilling Permit API 389-36675
(Unit 8714)Date Filed: 6/14/18

George P. Bush, Commissioner

By Jm5
4
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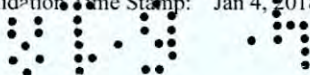
RAILROAD COMMISSION OF TEXAS
OIL & GAS DIVISION

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

PERMIT NUMBER 834468	DATE PERMIT ISSUED OR AMENDED Jan 04, 2018	DISTRICT * 08
API NUMBER 42-389-36681	FORM W-1 RECEIVED Dec 20, 2017	COUNTY REEVES
TYPE OF OPERATION NEW DRILL	WELLBORE PROFILE(S) Horizontal	ACRES 644.9
OPERATOR BHP BILLITON PET(TXLA OP) CO 1500 POST OAK BLVD HOUSTON, TX 77056-0000		NOTICE This permit and any allowable assigned may be revoked if payment for fee(s) submitted to the Commission is not honored. District Office Telephone No: (432) 684-5581
LEASE NAME STATE SKY HOOK 57-T2-24		WELL NUMBER W107H
LOCATION 39.34 miles NW direction from PECOS		TOTAL DEPTH 14000
Section, Block and/or Survey SECTION ◀ 24 BLOCK ◀ 57 T2 ABSTRACT ◀ 2058 SURVEY ◀ T&P RR CO / DEVANEY, J U		
DISTANCE TO SURVEY LINES 377 ft. NORTH 1123 ft. EAST		DISTANCE TO NEAREST LEASE LINE 200 ft.
DISTANCE TO LEASE LINES 377 ft. NORTH 1123 ft. EAST		DISTANCE TO NEAREST WELL ON LEASE See FIELD(s) Below
FIELD(s) and LIMITATIONS: * SEE FIELD DISTRICT FOR REPORTING PURPOSES *		
FIELD NAME	ACRES	DEPTH
LEASE NAME	NEAREST LEASE	WELL #
		NEAREST WE
		DIST
-----	-----	-----
PHANTOM (WOLFCAMP)	644.90	12,500
STATE SKY HOOK 57-T2-24	200	W107H 08
		660

WELLBORE PROFILE(s) FOR FIELD: Horizontal		

RESTRICTIONS: This is a hydrogen sulfide field. Hydrogen Sulfide Fields with perforations must be isolated and tested per State Wide Rule 36 and a Form H-9 filed with the district office. Fields with SWR 10 authority to downhole commingle must be isolated and tested individually prior to commingling production.		
Lateral: TH1 Penetration Point Location Lease Lines: 50.0 F NORTH L 990.0 F EAST L Terminus Location Lease Lines: 50.0 F SOUTH L 990.0 F EAST L Survey Lines: 50.0 F SOUTH L 990.0 F EAST L		
THE FOLLOWING RESTRICTIONS APPLY TO ALL FIELDS		



RAILROAD COMMISSION OF TEXAS
OIL & GAS DIVISION

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

PERMIT NUMBER 834468	DATE PERMIT ISSUED OR AMENDED Jan 04, 2018	DISTRICT * 08
API NUMBER 42-389-36681	FORM W-1 RECEIVED Dec 20, 2017	COUNTY REEVES
TYPE OF OPERATION NEW DRILL	WELLBORE PROFILE(S) Horizontal	ACRES 644.9
OPERATOR BHP BILLITON PET(TXLA OP) CO 1500 POST OAK BLVD HOUSTON, TX 77056-0000		NOTICE This permit and any allowable assigned may be revoked if payment for fee(s) submitted to the Commission is not honored. District Office Telephone No: (432) 684-5581
LEASE NAME STATE SKY HOOK 57-T2-24		WELL NUMBER W107H
LOCATION 39.34 miles NW direction from PECOS		TOTAL DEPTH 14000
Section, Block and/or Survey SECTION ◀ 24 BLOCK ◀ 57 T2 ABSTRACT ◀ 2058 SURVEY ◀ T&P RR CO / DEVANEY, J U		
DISTANCE TO SURVEY LINES 377 ft. NORTH 1123 ft. EAST		DISTANCE TO NEAREST LEASE LINE 200 ft.
DISTANCE TO LEASE LINES 377 ft. NORTH 1123 ft. EAST		DISTANCE TO NEAREST WELL ON LEASE See FIELD(s) Below
FIELD(s) and LIMITATIONS: * SEE FIELD DISTRICT FOR REPORTING PURPOSES *		
FIELD NAME LEASE NAME	ACRES NEAREST LEASE	DEPTH NEAREST WE
This well shall be completed and produced in compliance with applicable special field or statewide spacing and density rules. If this well is to be used for brine mining, underground storage of liquid hydrocarbons in salt formations, or underground storage of gas in salt formations, a permit for that specific purpose must be obtained from Environmental Services prior to construction, including drilling, of the well in accordance with Statewide Rules 81, 95, and 97. This well must comply to the new SWR 3.13 requirements concerning the isolation of any potential flow zones and zones with corrosive formation fluids. See approved permit for those formations that have been identified for the county in which you are drilling the well in. The designated interval for one or more of the fields approved in this permit appears to overlap with the designated interval of another field or fields in this district. In the case of conflicting designated intervals you will be required to be consistent in field designation on this lease. Further, if the designated interval overlap of wells on this lease results in an actual or potential double assignment of reservoir and the applicant cannot conclusively demonstrate that there is no double assignment, the permitted well may not be assigned an allowable until the conflict is resolved. Because of the overlapping designated intervals in this area, issuance of this permit does not guarantee that the completion of the well will be approved or that the well will receive an allowable in any given field, even if that field is listed on the approved permit application.		



**RAILROAD COMMISSION OF TEXAS
OIL & GAS DIVISION
SWR #13 Formation Data**

REEVES (389) County

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

The above list may not be all inclusive, and may also include formations that do not intersect all wellbores. Formation "TOP" information listed reflects an estimated range based on geologic variances across the county. To clarify, the "Deep Top" is not the bottom of the formation; it is the deepest depth at which the "TOP" of the formation has been or might be encountered. This is a dynamic list subject to updates and revisions. It is the operator's responsibility to make sure that at the time of spudding the well the most current list is being referenced. Refer to the RRC website at the following address for the most recent information.
<http://www.rrc.texas.gov/oil-gas/compliance-enforcement/rule-13-geologic-formation-info>



Railroad Commission of Texas

PERMIT TO DRILL, RE-COMplete, OR RE-ENTER ON REGULAR OR ADMINISTRATIVE EXCEPTION LOCATION

CONDITIONS AND INSTRUCTIONS

Permit Invalidation. It is the operator's responsibility to make sure that the permitted location complies with Commission density and spacing rules in effect on the spud date. The permit becomes invalid automatically if, because of a field rule change or the drilling of another well, the stated location is not in compliance with Commission field rules on the spud date. If this occurs, application for an exception to Statewide Rules 37 and 38 must be made and a special permit granted prior to spudding. Failure to do so may result in an allowable not being assigned and/or enforcement procedures being initiated.

Notice Requirements. Per H.B 630, signed May 8, 2007, the operator is required to provide notice to the surface owner no later than the 15th business day after the Commission issues a permit to drill. Please refer to subchapter Q Sec. 91.751-91.755 of the Texas Natural Resources Code for applicability.

Permit expiration. This permit expires two (2) years from the date of issuance shown on the original permit. The permit period will not be extended.

Drilling Permit Number. The drilling permit number shown on the permit **MUST** be given as a reference with any notification to the district (see below), correspondence, or application concerning this permit.

Rule 37 Exception Permits. This Statewide Rule 37 exception permit is granted under either provision Rule 37 (h)(2)(A) or 37(h)(2)(B). Be advised that a permit granted under Rule 37(h)(2)(A), notice of application, is subject to the General Rules of Practice and Procedures and if a protest is received under Section 1.3, "Filing of Documents," and/or Section 1.4, "Computation of Time," the permit may be deemed invalid.

Before Drilling

Fresh Water Sand Protection. The operator must set and cement sufficient surface casing to protect all usable-quality water, as defined by the Railroad Commission of Texas (RRC) Groundwater Advisory Unit (GWAU). Before drilling a well, the operator must obtain a letter from the Railroad Commission of Texas stating the depth to which water needs protection. Write: Railroad Commission of Texas, Groundwater Advisory Unit (GWAU), P.O. Box 12967, Austin, TX 78711-3087. File a copy of the letter with the appropriate district office.

Accessing the Well Site. If an OPERATOR, well equipment TRANSPORTER or WELL service provider must access the well site from a roadway on the state highway system (Interstate, U.S. Highway, State Highway, Farm-to-Market Road, Ranch-to-Market Road, etc.), an access permit is required from TxDOT. Permit applications are submitted to the respective TxDOT Area Office serving the county where the well is located.

Water Transport to Well Site. If an operator intends to transport water to the well site through a temporary pipeline laid above ground on the state's right-of-way, an additional TxDOT permit is required. Permit applications are submitted to the respective TxDOT Area Office serving the county where the well is located.

*NOTIFICATION

The operator is **REQUIRED** to notify the district office when setting surface casing, intermediate casing, and production casing, or when plugging a dry hole. The district office **MUST** also be notified if the operator intends to re-enter a plugged well or re-complete a well into a different regulatory field. Time requirements are given below. The drilling permit number **MUST** be given with such notifications.

During Drilling

Permit at Drilling Site. A copy of the Form W-1 Drilling Permit Application, the location plat, a copy of Statewide Rule 13 alternate surface casing setting depth approval from the district office, if applicable, and this drilling permit must be kept at the permitted well site throughout drilling operations.

***Notification of Setting Casing.** The operator **MUST** call in notification to the appropriate district office (phone number shown the on permit) a minimum of eight (8) hours prior to the setting of surface casing, intermediate casing, AND production casing. The individual giving notification **MUST** be able to advise the district office of the drilling permit number.



***Notification of Re-completion/Re-entry.** The operator MUST call in notification to the appropriate district office (phone number shown on permit) a minimum of eight (8) hours prior to the initiation of drilling or re-completion operations. The individual giving notification MUST be able to advise the district office of the drilling permit number.

Completion and Plugging Reports

Hydraulic Fracture Stimulation using Diesel Fuel: Most operators in Texas do not use diesel fuel in hydraulic fracturing fluids. Section 322 of the Energy Policy Act of 2005 amended the Underground Injection Control (UIC) portion of the federal Safe Drinking Water Act (42 USC 300h(d)) to define "underground injection" to *EXCLUDE* " ...the underground injection of fluids or propping agents (*other than diesel fuels*) pursuant to hydraulic fracturing operations related to oil, gas, or geothermal production activities." (italic and underlining added.) Therefore, hydraulic fracturing may be subject to regulation under the federal UIC regulations if diesel fuel is injected or used as a propping agent. EPA defined "diesel fuel" using the following five (5) Chemical Abstract Service numbers: 68334-30-5 Primary Name: Fuels, diesel; 68476-34-6 Primary Name: Fuels, diesel, No. 2; 68476-30-2 Primary Name: Fuel oil No. 2; 68476-31-3 Primary Name: Fuel oil, No. 4; and 8008-20-6 Primary Name: Kerosene. As a result, an injection well permit would be required before performing hydraulic fracture stimulation using diesel fuel as defined by EPA on any well in Texas. Hydraulic fracture stimulation using diesel fuel as defined by EPA on a well in Texas without an injection well permit could result in enforcement action.

Producing Well. Statewide Rule 16 states that the operator of a well shall file with the Commission the appropriate completion report within thirty (30) days after completion of the well or within ninety (90) days after the date on which the drilling operation is completed, whichever is earlier. Completion of the well in a field authorized by this permit voids the permit for all other fields included in the permit unless the operator indicates on the initial completion report that the well is to be a dual or multiple completion and promptly submits an application for multiple completion. All zones are required to be completed before the expiration date on the existing permit. Statewide Rule 40(d) requires that upon successful completion of a well in the same reservoir as any other well previously assigned the same acreage, proration plats and P-15s (if required) must be submitted with no double assignment of acreage.

Dry or Noncommercial Hole. Statewide Rule 14(b)(2) prohibits suspension of operations on each dry or non-commercial well without plugging unless the hole is cased and the casing is cemented in compliance with Commission rules. If properly cased, Statewide Rule 14(b)(2) requires that plugging operations must begin within a period of one (1) year after drilling or operations have ceased. Plugging operations must proceed with due diligence until completed. An extension to the one-year plugging requirement may be granted under the provisions stated in Statewide Rule 14(b)(2).

Intention to Plug. The operator must file a Form W-3A (Notice of Intention to Plug and Abandon) with the district office at least five (5) days prior to beginning plugging operations. If, however, a drilling rig is already at work on location and ready to begin plugging operations, the district director or the director's delegate may waive this requirement upon request, and verbally approve the proposed plugging procedures.

***Notification of Plugging a Dry Hole.** The operator MUST call in notification to the appropriate district office (phone number shown on permit) a minimum of four (4) hours prior to beginning plugging operations. The individual giving the notification MUST be able to advise the district office of the drilling permit number and all water protection depths for that location as stated in the Texas Commission on Environmental Quality letter.

DIRECT INQUIRIES TO: DRILLING PERMIT SECTION, OIL AND GAS DIVISION

PHONE
(512) 463-6751

MAIL:
PO Box 12967
Austin, Texas, 78711-2967



**GROUNDWATER PROTECTION DETERMINATION**

Form GW-2

Groundwater Advisory Unit**Date Issued:** 07 March 2018**GAU Number:** 185861**Attention:** BHP BILLITON PET(TXLA OP)
1500 POST OAK BLVD
HOUSTON, TX 77056**Operator No.:** 068596**API Number:**
County: REEVES
Lease Name: State Sky Hook 57-T2-24
Lease Number:
Well Number: W107H
Total Vertical Depth: 14000
Latitude: 31.838654
Longitude: -103.911171
Datum: NAD27**Purpose:** New Drill**Location:** Survey-T&P RR CO; Abstract-2058; Block-57; Township-2; Section-24

To protect usable-quality groundwater at this location, the Groundwater Advisory Unit of the Railroad Commission of Texas recommends:

The interval from the land surface to the base of the Rustler, which is estimated to occur at a depth of 1100 feet, must be protected.

This recommendation is applicable to all wells within a radius of 1500 feet of this location.

Note: Unless stated otherwise, this recommendation is intended to apply only to the subject well and not for area-wide use. This recommendation is for normal drilling, production, and plugging operations only. It does not apply to saltwater disposal operation into a nonproductive zone (RRC Form W-14).

This determination is based on information provided when the application was submitted on 12/20/2017. If the location information has changed, you must contact the Groundwater Advisory Unit, and submit a new application if necessary. If you have questions, please contact us at 512-463-2741 or gau@rrc.texas.gov.

Groundwater Advisory Unit, Oil and Gas Division

Form GW-2 P.O. Box 12967 Austin, Texas 78771-2967 512-463-2741 Internet address: www.rrc.texas.gov
Rev. 02/2014



CHRISTI CRADDICK, CHAIRMAN
RYAN SITTON, COMMISSIONER
WAYNE CHRISTIAN, COMMISSIONER



LORI WROTENBERY
DIRECTOR, OIL AND GAS DIVISION
D. CRAIG PEARSON
DISTRICT DIRECTOR

RAILROAD COMMISSION OF TEXAS OIL AND GAS DIVISION

OPERATOR Name: BHP BILLITON PET(TXLA OP) CO

RE: Lease: STATE SKY HOOK 57-T2-24

Address1: 1500 POST OAK BLVD

Address2:

Well No: W107H

City: HOUSTON

Sec: 24

Block: 57 T2

State: TX

County: REEVES

Survey Name: T&P RR CO / DEVANEY, J
U

SWR13EX Application Number: 26402

Drilling Permit No: 834468

SWR 13 CASING EXCEPTION APPLICATION/ALTERNATIVE REQUEST APPROVED

The Proposed Casing and Cementing Program submitted for the **LEASE NAME:** STATE SKY HOOK 57-T2-24 ;
WELL NUMBER: W107H has been approved by the Railroad Commission of Texas District Office.

- a. A copy of this approved letter must be kept on location during all phases of drilling and/or plugging operations. Once approved, changes CANNOT be made to the Proposed Casing Program on the original application without additional approval from the Railroad Commission of Texas District Office.
- b. Any substantive modifications to the cement program require prior approval from the Railroad Commission of Texas District Office, and may require re-submission of the SWR 13 (Statewide Rule 13) Alternate Surface Casing Application. Contact the Railroad Commission of Texas District Office for more information.
- c. The tail slurry must be sufficient to fill the Zone of Critical Cement as described in Statewide Rule 13(b)(1)(H)(i). In addition, all cement slurries must be mixed on location as described in Application for Alternate Surface Casing Program.
- d. The casing and cement program shall adhere to the following specifications:
Set 2993 feet of surface casing and circulate cement from the shoe to the ground surface.

IF CEMENT IS NOT CIRCULATED TO THE GROUND SURFACE AS REQUIRED BY THIS EXCEPTION, YOU MUST CONTACT THE RAILROAD COMMISSION OF TEXAS DISTRICT OFFICE IMMEDIATELY AND FOLLOW THE PROCEDURES SET OUT IN RULE 13(b)(1)(H)(iii) OR AS REQUIRED BY THE RAILROAD COMMISSION OF TEXAS DISTRICT OFFICE.



You must comply with all other provisions of SWR 13 (Statewide Rule 13) and a representative of the cementing company who performs the cementing job for the protection of usable quality water strata must sign the Form W-15 attesting to the information regarding cementing operations performed; including circulation of cement. (Note: If surface casing is set below the approved depth, this can result in denial of future Statewide Rule 13(b)(1)(H)(i) requests.) A condition of the approved drilling permit requires notification to the Railroad Commission of Texas District Office eight (8) hours prior to the time casing is to be set/cemented in the well. If your exception request was submitted after the subject well has been drilled and completed, the operator may be referred for enforcement action.

This authorization shall expire within five (5) years from the date the Groundwater Protection Determination was issued, or at the expiration of the drilling permit (if the well is not spudded prior to expiration) for the referenced well, whichever occurs first. Furthermore, this authorization supersedes any prior authorizations issued for the referenced well.

This exception is based on information provided when the application was submitted on 03/20/2018. If any information has changed, you must contact the appropriate Railroad Commission of Texas District Office, and submit a new application if applicable. If you have questions, please contact the appropriate Oil and Gas District office.

RRC APPROVAL BY: Matthew Bickham

DATE: 03/20/2018

D. CRAIG PEARSON

DISTRICT DIRECTOR



RAILROAD COMMISSION OF TEXAS

OIL AND GAS DIVISION

MINOR PERMIT TO TREAT DOMESTIC WASTEWATER

Permit No. MPGW-A18-0629-D08
Permit Effective 1/5/2018

BHP BILLITON PET (TXLA OP) CO
1360 POST OAK BLVD, STE. 150
HOUSTON, TX 77056

Based on information contained in the original application received January 5, 2018, and additional information received to date, you are hereby authorized to treat, recycle, and reuse domestic wastewater as described herein:

Phantom (Wolfcamp), State Sky Hook 57-T2-34
W107H (834468); W108H (834427)
Latitude, Longitude: 31.838780° & -103.911645°
Reeves County, Texas
RRC District 08, Midland

This minor permit grants authority to store, handle, treat, recycle, and reuse certain non-hazardous domestic wastewater in accordance with 16 Texas Administrative Code (TAC) §3.8 (Statewide Rule 8) and the following conditions:

1. The effective date of this permit is **1/5/2018**, and the authority granted by this permit expires on **6/22/2018**.
2. This permit authorizes the on-site treatment and management of domestic wastewater generated at oil and gas drill sites and waste streams generated from mobile drinking water treatment systems located at and resulting from use exclusively at well sites for use down-hole and/or for dust suppression and controlled irrigation purposes as specified in the "SAMPLING CRITERIA FOR WASTE STREAMS" document which is attached to and incorporated into this permit as **Permit Appendix A**. Treatment and reuse of the waste streams is granted for use at the above referenced location(s).
3. This permit does not authorize the discharge of any domestic wastewater or waste streams generated from mobile drinking water treatment systems into any watercourses or drainage ways, including any drainage ditch, dry creek, flowing creek, river, or any other body of surface water.



4. Residual solids accumulated during the treatment process must be removed and transported by a Texas Commission on Environmental Quality (TCEQ) registered sludge transporter to a TCEQ permitted disposal facility approved to receive and manage domestic sewage prior to treatment system relocation.
5. Unless otherwise required by conditions of this permit, operation of the treatment system(s) and reuse of the treated waste streams must be in accordance with the information represented in the permit application and information contained in the "APPLICATION FOR BENEFICIAL RECYCLING OF TREATED DOMESTIC WASTEWATER AND MOBILE DRINKING WATER TREATMENT SYSTEM WASTEWATER AT DRILL SITES" (Domestic Wastewater Application Worksheet), which is attached to and incorporated into this permit as **Permit Appendix B**.
6. A waiver from the surface owner or proof that notice has been provided to the surface owner at least ten (10) days prior to reuse is required for any recycling of domestic wastewater other than for down-hole purposes.
7. If treated domestic wastewater and mobile drinking water treatment system wastewater are commingled, the more stringent requirements will apply, unless otherwise indicated.
8. If treated domestic wastewater or wastewater from mobile drinking water treatment systems is stored for greater than seven days, a chlorine residual between 2 and 3 part per million (ppm) must be maintained.
9. For treated domestic wastewater, no more than 5,000 gallons per day of pre-treated domestic wastewater may be received and processed.
10. The treated domestic wastewater and drinking water treatment system wastewater must be analyzed as indicated for the Parameters listed in the "SAMPLING CRITERIA FOR WASTE STREAMS" document which is attached as **Permit Appendix A**. All samples shall be representative of the respective waste streams. All sample acquisition, preservation, and analysis must be performed according to procedures specified in Title 40 of the Code of Federal Regulations (40 CFR) Part 136. The procedures used to preserve the samples and analytical methods used shall be reported.
11. All chemical laboratory analyses required to be performed in accordance with this permit must be performed using appropriate Environmental Protection Agency (EPA) methods or Standard Methods by an independent National Environmental Laboratory Accreditation Program (NELAP) certified laboratory neither owned nor operated by the permittee. Any sample collected for laboratory analysis must be collected and preserved in a manner appropriate for that analytical method as specified by 40 CFR, Part 136. All geotechnical testing is to be performed utilizing tests standardized by the American Society for Testing and Materials (ASTM) and certified by a Texas registered Professional Engineer.
12. Safety Data Sheets (SDS) must be submitted to Technical Permitting in Austin for any chemical or accelerator proposed to be used in the treatment of waste at the facility that was not identified in the initial application. Storage of the chemicals must be in accordance with the manufacturers' specifications and must be maintained in a leak free condition.



13. Prior to recycling and reuse, the treated domestic wastewater must be stored in the 20-mil high density polyethylene (HDPE) on-site reserve pit with a permeability less than or equal to 1×10^{-7} cm/s. Earthen berms must be constructed around the pit and must be compacted or constructed of material that meets 95% standard Proctor (ASTM D-698) or 90-92% modified Proctor (ASTM D-1557) density. The berm shall be constructed to a height of at least two feet and shall maintain a slope no steeper than a one to three (vertical to horizontal) ratio, unless constructed of concrete or equivalent material (firewalls). These structures must be used to divert non-contact storm water around the waste management areas and contain and isolate storm water within the waste management units.
14. Upon completion of the project, a report detailing all relevant activities for the duration of the permit must be submitted including:
 - a. The total number of days domestic wastewater and/or mobile drinking water treatment system wastewater is reused or applied after treatment.
 - b. The total volume of each type of waste received for treatment.
 - c. The total volume of treated effluent for each type of reuse method (down-hole, controlled irrigation, dust suppression).
 - d. A table of the water treatment analytical results, sampling dates, corresponding analytical reports, and chain of custody for the Parameters required to be analyzed in the "SAMPLE CRITERIA FOR WASTE STREAMS" document which is attached as **Permit Appendix A**.
15. All reports must be certified as follows: "I declare under penalties prescribed in Section 91.143, Natural Resources Code, that I am authorized to make this report, that this report was prepared by me or under my direct supervision and direction, and that data and facts stated therein are true and complete to the best of my knowledge."
16. Water treatment vessels and equipment must be maintained in good operating condition for the duration of the permit.
17. Any changes affecting this permit must be reported to Technical Permitting in Austin or the appropriate District Office in order for the Railroad Commission of Texas (RRC) to determine whether a permit amendment is necessary.
18. This permit may be considered for administrative renewal upon review by the RRC. Submit any request for renewal at least 30 days prior to this permit's expiration date.
19. Failure to comply with any condition of this minor permit shall be cause for modification, suspension, termination, or cancellation of this minor permit if Technical Permitting determines that the permittee is in violation RRC rules.

This authorization is granted subject to review and cancellation should investigation show that such authorization is being abused.



APPROVED AND ISSUED ON JANUARY 5, 2018.

Craig Pearson, PhD
District Director
Midland District Office

Attachments: Permit Appendices A and B

CC: RRC – District 08/ Midland
RRC – Environmental Permits and Support, Austin

PERMIT APPENDIX A

Sampling Criteria for Waste Streams

Permit No. MPGW-A18-0629-D08

SAMPLING CRITERIA FOR WASTE STREAMS

The RRC has jurisdiction over the on-site treatment and management of domestic wastewater generated at oil and gas drill sites and waste streams generated from mobile drinking water treatment systems located at and resulting from use exclusively at well sites. The term domestic wastewater means wastewater that originates primarily from kitchen, bathroom, and laundry sources, including wastes from food preparation, dishwashing, garbage grinding, toilets, baths, showers, and sinks of a residential dwelling. The term "mobile drinking water treatment system wastewater" means wastewater generated from the treatment of groundwater for drinking water purposes, including reverse osmosis reject water. The following analyses are required for each specific end use of the treated wastewater:

TOTAL ESTIMATED VOLUME

The estimated daily volume of the treated and recycled waste stream from all sources is presented below. The total volume of the influent source of domestic wastewater must be less than 5,000 gallons per day.

Waste Stream	Reuse Method	Estimated Volume (GPD)
Treated Domestic Wastewater (< 5,000 GPD)	Down-hole	4,800
	Dust Suppression	0
	Controlled Irrigation	0
Mobile Drinking Water Treatment System Wastewater	Down-hole	800
	Dust Suppression	0
	Controlled Irrigation	

MOBILE DRINKING WATER TREATMENT SYSTEM WASTEWATER

Mobile drinking water treatment system wastewater can be recycled and reused for either down-hole purposes or dust suppression and/or controlled irrigation purposes. No permit or testing criteria is required for reuse of mobile drinking water treatment system wastewater for down-hole recycling purposes.

- **Dust suppression and/or controlled irrigation purposes:** Quality assurance sampling and analysis of the treated effluent utilized for dust suppression and/or controlled irrigation purposes must be conducted once per site location for the Parameters below:

<u>PARAMETER</u>	<u>LIMITATION</u>
Total Dissolved Solids (TDS) <i>Standard Method 2540 or equivalent</i>	Report mg/l
pH <i>EPA Method 9045 or equivalent</i>	Report SU
Electrical Conductivity (EC)	Report mmhos/cm



TREATED DOMESTIC WASTEWATER

Treated domestic wastewater can be recycled and reused for either down-hole purposes or dust suppression and/or controlled irrigation purposes; however, a waiver from the surface owner or proof that notice has been provided to the surface owner at least ten (10) days prior to reuse is required for any recycling of domestic wastewater other than for down-hole purposes. Each specific end use requires different testing requirements as described below.

- **Down-hole purposes:** Quality assurance sampling and analysis of the treated effluent utilized for down-hole purposes must be conducted every fourteen (14) days for the Parameters below.

<u>PARAMETER</u>	<u>LIMITATION</u>
Biological Oxygen Demand (BOD ₅) / (CBOD ₅) *	≤ 80 milligrams per liter (mg/l)
Escherichia coli (E-Coli)	≤ 800 CFU/100 milliliters (ml)
Chlorine Residual (> 7 day storage) <i>EPA Method 334.0 or equivalent</i>	2 - 3 mg/l
pH <i>EPA Method 9045C or equivalent field method</i>	6.0 - 9.0 Standard Units (SU)

- **Dust suppression and/or controlled irrigation purposes:** Quality assurance sampling and analysis of the treated effluent utilized for dust suppression and/or controlled irrigation purposes must be conducted every seven (7) days for the Parameters below.

<u>PARAMETER</u>	<u>LIMITATION</u>
Biological Oxygen Demand (BOD ₅) / (CBOD ₅) *	≤ 65 mg/l
E-Coli for "Dust Suppression"	≤ 200 CFU/100 ml
E-Coli for "Controlled Irrigation"	≤ 75 CFU/100 ml
Oil and Grease <i>EPA Method 1664</i>	≤ 30 mg/l
Total Chlorides <i>or site-specific background for surficial aquifer</i>	≤ 1,500 mg/l
Chlorine Residual (> 7 day storage) <i>EPA Method 334.0 or equivalent</i>	2 - 3 mg/l
pH <i>EPA Method 9045C or equivalent field method</i>	6.0 - 9.0 SU

* Carbonaceous Biological/Biochemical Oxygen Demand (CBOD₅) may be substituted for BOD₅

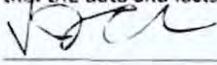


PERMIT APPENDIX B

Domestic Wastewater Application Worksheet

APPLICATION FOR BENEFICIAL RECYCLING OF TREATED DOMESTIC WASTEWATER AND MOBILE DRINKING WATER TREATMENT SYSTEM WASTEWATER AT DRILL SITES

Worksheet

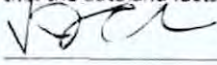
OPERATOR NAME (as shown on P-5, Organization Report) BHP Billiton PET (TXLA OP) Co			OPERATOR P-5 NUMBER 068596
OPERATOR ADDRESS (including city, state, and zip code) 1500 Post Oak Blvd. Houston, Tx. 77056			TYPE OF FACILITY Drill Pad
RRC DISTRICT NO. 08	COUNTY Reeves	FIELD NAME Phanton (Wolfcamp)	LEASE NAME AND Number State Sky Hook 57-T2-34
WELL NUMBER AND DRILLING PERMIT NUMBER Well # W107H / DP# 834468		LATITUDE/LONGITUDE (Decimal Degrees) 31.838780 / -103.911645	
NAME OF CONTRACTOR PROVIDING THE TREATMENT SERVICES Water Fleet LLC			
DESCRIPTION OF THE WASTE STREAM AND ESTIMATED VOLUME OF WASTE RECEIVED (gallons per day, GPD)			
☒ Domestic Wastewater (DW)		Volume of DW (GPD): 4800	
☒ Mobile Drinking Water Treatment System Wastewater (MDW)		Volume of MDW (GPD): 800	
STORAGE METHOD OF WASTEWATER BEFORE RECYCLING			
		☒ Lined Pit	☐ Above-Ground Tank
Provide details for pits (liner material, liner thickness, manufacturers' specifications, pit capacity, berms, etc.) and/or tanks (tank material, tank volume, tank pad, berms, etc.) DW and MDW are both going to the lined reserve pit on site. Liner Thickness: 20 ml Pit Capacity: 10,000 bbls total (5K liquid/5K solid) Berm: 5'			
RE-USE METHOD OF WASTEWATER AFTER TREATMENT		ESTIMATED TREATED EFFLUENT VOLUME (GPD)	
☒ Down-hole Application		Down-hole: 4800	
☐ Controlled Irrigation ☐ Dust Suppressant		Surface Application: n/a	
PRECAUTIONS TAKEN TO MINIMIZE EXPOSURE TO THE WASTE Waste stream is piped to the reserve pit and discharged in a manner to prevent contact with personnel.			
ADDITIONAL OR COMPLIMENTARY TECHNICAL INFORMATION If possible could we get a total of 120 day permit effective 2/5/2018, the drill schedule could possible change.			
PROOF OF LANDOWNER NOTICE (required for wastewater re-use as controlled irrigation or dust suppressant) ☐ Attached ☐ Not Attached			
"I certify that I am authorized to make this application, that this application was prepared by me or under my supervision and direction, and that the data and facts stated herein are true, correct, and complete to the best of my knowledge."			
Signature: 		Date: 02/04/2018	
Name (print or type): Veronica Clanton		Email: veronica.clanton@bbhp.com	

* Attachments may be used to explain or clarify any additional information



APPLICATION FOR BENEFICIAL RECYCLING OF TREATED DOMESTIC WASTEWATER AND MOBILE DRINKING WATER TREATMENT SYSTEM WASTEWATER AT DRILL SITES

Worksheet

OPERATOR NAME (as shown on P-5, Organization Report) BHP Billiton PET (TXLA OP) Co			OPERATOR P-5 NUMBER 068596
OPERATOR ADDRESS (including city, state, and zip code) 1500 Post Oak Blvd. Houston, Tx. 77056			TYPE OF FACILITY Drill Pad
RRC DISTRICT NO. 08	COUNTY Reeves	FIELD NAME Phanton (Wolfcamp)	LEASE NAME AND Number State Sky Hook 57-T2-34
WELL NUMBER AND DRILLING PERMIT NUMBER Well # W108H / DP# 834427		LATITUDE/LONGITUDE (Decimal Degrees) 31.838780 / -103.911573	
NAME OF CONTRACTOR PROVIDING THE TREATMENT SERVICES Water Fleet LLC			
DESCRIPTION OF THE WASTE STREAM AND ESTIMATED VOLUME OF WASTE RECEIVED (gallons per day, GPD) ☒ Domestic Wastewater (DW) Volume of DW (GPD): 4800 ☒ Mobile Drinking Water Treatment System Wastewater (MDW) Volume of MDW (GPD): 800			
STORAGE METHOD OF WASTEWATER BEFORE RECYCLING ☒ Lined Pit ☐ Above-Ground Tank Provide details for pits (liner material, liner thickness, manufacturers' specifications, pit capacity, berms, etc.) and/or tanks (tank material, tank volume, tank pad, berms, etc.) DW and MDW are both going to the lined reserve pit on site. Liner Thickness: 20 ml Pit Capacity: 10,000 bbls total (5K liquid/5K solid) Berm: 5'			
RE-USE METHOD OF WASTEWATER AFTER TREATMENT ☒ Down-hole Application ☐ Controlled Irrigation ☐ Dust Suppressant		ESTIMATED TREATED EFFLUENT VOLUME (GPD) Down-hole: 4800 Surface Application: n/a	
PRECAUTIONS TAKEN TO MINIMIZE EXPOSURE TO THE WASTE Waste stream is piped to the reserve pit and discharged in a manner to prevent contact with personnel.			
ADDITIONAL OR COMPLIMENTARY TECHNICAL INFORMATION If possible could we get a total of 120 day permit effective 2/5/2018, the drill schedule could possible change.			
PROOF OF LANDOWNER NOTICE (required for wastewater re-use as controlled irrigation or dust suppressant) ☐ Attached ☐ Not Attached			
"I certify that I am authorized to make this application, that this application was prepared by me or under my supervision and direction, and that the data and facts stated herein are true, correct, and complete to the best of my knowledge."			
Signature: 		Date: 01/04/2018	
Name (print or type): Veronica Clanton		Email: veronica.clanton@bbhp.com	

* Attachments may be used to explain or clarify any additional information



File No. MF 065359

Reeves County

Drilling Permit API 389-36681 Unit 8711

Date Filed: 6/22/18

By jm George P. Bush, Commissioner

2018

unit 8711
✓ MFO 65359
MFO 92207
MF 115947
MF 118253

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

BHP

BHP
Land Administration
P.O. Box 22719
Houston, TX 77227-9927
T (877) 311-1443
F (888) 484-3189
PetroleumOwnerRelations
Request@bhpbilliton.com

Division Order Instruction Sheet

We are pleased to deliver this Division Order which sets forth your share of production proceeds from the well indicated thereon and the name and address to which payments will be made. Please return one fully executed copy and retain the other copy for your records. Your Division Order contains information that will aid in your communication with BHP. When contacting us about any questions regarding your interest or Division Order, please have the Division Order in hand as it contains identifying information that will assist us in answering your questions.

WE ARE NOT ABLE TO ACCEPT ANY ALTERATIONS TO THIS DIVISION ORDER FORM.

SIGNATURES:

- Sign exactly as shown on the Division Order. If your signature is different, please enclose legal documentation authorizing the name change with your returned Division Order.
- Signatures by Agents, Attorneys-in-Fact, Guardians, or Trustees must be verified by attaching a copy of the recorded legal evidence of the rights vested in the signing party.
- In the event of multiple trustees/executors, all signatures are required unless documentation is provided evidencing authority to sign on behalf of all parties.
- An authorized official, with the name and title of the signing party printed beneath the signature, must execute for companies, corporations, or partnerships.
- All signatures must be witnessed. Notary is not required.

TAXPAYER IDENTIFICATION NUMBER OR SOCIAL SECURITY NUMBER:

Include your Tax ID or Social Security Number in the space provided on your Division Order. Failure to furnish this number will result in 24% tax withholding in accordance with Section 3406 of the Internal Revenue Service Code, and any tax withheld will not be refundable by BHP.

ADDRESS & TITLE CHANGES:

- Please note any change of address directly on your Division Order
- Subsequent address changes must be submitted in writing either by mail, fax or email (a change of address form can be found at <http://www.bhpbilliton.com/investor-centre/owner-relations>).
- If a change in title occurs, please furnish us with a copy of the recorded deed or document transferring the title.

PAYMENTS: Royalty check payments are mailed on or before the 30th of each month. Our policy is to remit checks monthly when your account reaches \$100, or once a year, whichever occurs first. We can reduce the minimum hold on your account from \$100 to \$25 upon written request.

PRIVACY: BHP respects the privacy of our owners. Please remember we are unable to release information to third parties on any ownership account without prior written authorization from the owner unless legally required. In order for us to discuss your lease, agreement, and/or royalty information with your appointed representative, we must be furnished with your written authorization.

CONTACT US: The following information will assist us in serving you: (1) name & owner number (2) county and state where well is located (3) well name and property number (4) telephone number with area code (5) nature of your inquiry

Owner Relations Call Center

Phone Number: 1-877-311-1443

Fax: 1-888-484-3189

E-mail: petroleumownerrelationsrequest@bhpbilliton.com

BHP

Land Administration

P O Box 22719

Houston, TX 77227-9927



SEE EXHIBIT A FOR LIST OF PROPERTY(IES) AND DECIMAL INTEREST(S) COVERED

The undersigned severally and not jointly certifies that it is the legal owner of the interest set out herein of all products produced from the property described herein:

THIS AGREEMENT DOES NOT AMEND ANY LEASE OR OPERATING AGREEMENT BETWEEN THE INTEREST OWNERS AND THE LESSEE OR OPERATOR OR ANY OTHER CONTRACTS FOR THE PURCHASE OF OIL OR GAS.

The following provisions apply to each interest owner ("owner") who executes this agreement and may not be altered as to its terms:

TERMS OF SALE: The undersigned will be paid in accordance with the division of interest set out herein. The payor shall pay all parties at the price agreed to by the operator for products to be sold pursuant to this Division Order. Purchaser shall compute quantity and make corrections for gravity and temperature and make deductions for impurities.

PAYMENT: From the effective date, payment is to be made monthly by payor's check or electronic funds transfer, based on this division of interest, for products run during the preceding calendar month from the property listed herein, less taxes required by law to be deducted and remitted by payor as purchaser. Payments of less than \$100 may be accrued before disbursement until the total amount equals \$100 or more, or until 12 months of proceeds accumulate, whichever occurs first. However, the payor may hold accumulated proceeds of less than \$10 until production ceases or the payor's responsibility for making payment for production ceases, whichever occurs first. Payee agrees to refund to payor any amounts attributable to an interest or part of an interest that payee does not own.

INDEMNITY: The owner agrees to indemnify and hold payor harmless from all liability resulting from payments made to the owner in accordance with such division of interest, including but not limited to attorney fees or judgments in connection with any suit that affects the owner's interest to which payor is made a party.

DISPUTE; WITHHOLDING OF FUNDS: If a suit is filed that affects the interest of the owner, written notice shall be given to payor by the owner together with a copy of the complaint or petition filed. In the event of a claim or dispute that affects title to the division of interest credited herein, payor is authorized to withhold payments accruing to such interest, without interest unless otherwise required by applicable statute, until the claim or dispute is settled.

TERMINATION: Termination of this agreement is effective on the first day of the month that begins the 30th day after the date written notice of termination is received by either party.

NOTICES: The owner agrees to notify payor in writing of any change in the division of interest, including changes of interest contingent on payment of money or expiration of time.

No change of interest is binding on payor until the recorded copy of the instrument of change or documents satisfactorily evidencing such change are furnished to payor at the time the change occurs.

Any change of interest shall be made effective on the first day of the month following receipt of such notice by payor.

Any correspondence regarding this agreement shall be furnished to the addresses listed unless otherwise advised by either party.

In addition to the legal rights provided by the terms and provisions of this Division Order, an owner and payor may have certain statutory rights under the laws of this State.



EXHIBIT A



Date: 1/31/2019

CREDIT TO

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

BHP
Land Administration
P.O. Box 22719
Houston, TX 77227-9927
T (877) 311-1443
F (888) 484-3189
PetroleumOwnerRelations
Request@bhpbilliton.com

Special Clauses/Comments:

Issue Date: 1/31/2019
Property Name: STATE SKY HOOK 57-T2-24 W107H
Property #: P1M956/00501
Production: ALL PRODUCTS
Operator: BHP BILLITON PETROLEUM (TXLA OPERATING)
Legal Description: T&P RR CO ABST/ID# 2058 Grantee J.U. DEVANEY Twsp T2 Blk 57 Sec 24
REEVES COUNTY/PARISH, TEXAS (644.90 ACRES)

Decimal	Type	Status	Reason	Start Date
0.00694552	RI	PAY		8/1/2018
0.00347276	RI	PAY		8/1/2018
0.00104099	RI	PAY		8/1/2018
0.01467570	RI	PAY		8/1/2018
0.00347276	RI	PAY		8/1/2018
0.00694552	RI	PAY		8/1/2018
0.00104099	RI	PAY		8/1/2018
0.00451560	RI	PAY		8/1/2018
0.00451560	RI	PAY		8/1/2018
0.00388238	RI	PAY		8/1/2018
0.00169161	RI	PAY		8/1/2018
0.00052050	RI	PAY		8/1/2018
0.00694552	RI	PAY		8/1/2018
0.00104099	RI	PAY		8/1/2018
0.00052050	RI	PAY		8/1/2018
0.00903120	RI	PAY		8/1/2018
0.00903120	RI	PAY		8/1/2018
0.01128647	RI	PAY		8/1/2018
0.00903120	RI	PAY		8/1/2018

PLEASE KEEP THIS COPY FOR YOUR RECORDS

BERNL - 51146(P1M956_NotAmended)



DIVISION ORDER

Date: 1/31/2019

Special Clauses/Comments:

Owner Number: 80113945

Owner Name: STATE OF TEXAS GLO

Owners Signatures:

Owner Tax I.D. Number: XXXXXX - 0108 (TIN)

Day Time Phone Number: 800-998-4456

E-Mail Address:

Owners Mailing Address: 1700 N CONGRESS AVE NO 640
AUSTIN TX 78701-1495

Witness:

Federal Law requires you to furnish your Social Security or Taxpayer Identification Number. Failure to comply will result in 24% tax withholding and will not be refundable by Payor.



DIVO 51146 80113945

PLEASE SIGN AND RETURN THIS COPY

BERNL - 51146(P1M956_NotAmended)



AUTHORIZATION FOR ELECTRONIC FUNDS TRANSFER PAYMENT

The undersigned, hereinafter called "Owner", is representing that he / she is the owner of an oil, gas and / or mineral interest that is currently paid by BHP Billiton Petroleum (Fayetteville) LLC (BHPB) / Petrohawk Energy Corporation (PEC). Owner is now authorizing BHPB / PEC to make direct deposit (EFT) payments for his / her owned interest to the financial institution and owner account as designated below.

Owner agrees that electing to participate in EFT payments will not amend any lease agreements between BHPB / PEC and Owner. This agreement simply allows for EFT payments in lieu of paper royalty check payments.

Owner acknowledges they will no longer receive physical Check Stub Details via the United States Postal Service (USPS). Check Stub Details are available online to all owners via the PDS Energy website (<https://secure.pds-austin.com/bhp/login.asp>). Please visit this site and click on "Register Now" to create your User Name and Password for login purposes.

Owner agrees to give at least sixty (60) days advance written notice of any change in the payment instructions shown below. Owner agrees that any changes to their mailing address will continue to be submitted in writing.

Owner agrees that BHPB and/or PEC will not be held liable for any interest or other claim arising as the result of Owner's failure to provide written notice of any payment instruction changes. Owner also releases and agrees to indemnify and hold BHPB / PEC harmless for any loss, claim, damage, or interest incurred as the result of Owner's depository institution's failure to properly or promptly post any EFT payment and / or as a result of any error or omission in the payment instructions provided by or on behalf of Owner.

Name of Owner:	STATE OF TEXAS GLO
Owner Number on BHPB / PEC Issued Check:	80113945
Street Address or P.O. Box:	
City, State, & Zip Code:	
Daytime Phone Number (Including Area Code):	
Email Address:	

Depository Institution:	
Depository Institution Routing Number (9 Digits):	
Name on Account:	
Account Number:	
Account Type (circle one):	☐ CHECKING ☐ SAVINGS

Signature of Owner(s) or Authorized Representatives:	
TIN or SSN (Last 4 Digits):	XXXXXX - 0108 (TIN)
Date:	

Please initial below if you would like the address on your account to be updated to the address reflected above. Please note this is where all future correspondence sent by BHPB & PEC will be sent unless otherwise noted.

Owner Initials: _____

Owner understands and agrees that BHPB and/or PEC will have up to sixty (60) days after receipt of the authorization form to process the EFT request and payments will be deferred until accruals reach \$100 or annually, whichever comes first. **Owner Initials:** _____

Owner acknowledges they will no longer receive physical Check Stub Details via the USPS. Check Stub Details are available online to all owners via the PDS Energy website. **Owner Initials:** _____

PLEASE ENCLOSE A BLANK VOIDED CHECK FOR THE ACCOUNT TO WHICH PAYMENTS WILL BE DEPOSITED.



EFT 51146 80113945





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

BHP
Land Administration
P.O. Box 22719
Houston, TX 77227-9927
T (877) 311-1443
F (888) 484-3189
PetroleumOwnerRelations
Request@bhpbilliton.com

Division Order Instruction Sheet

We are pleased to deliver this Division Order which sets forth your share of production proceeds from the well indicated thereon and the name and address to which payments will be made. Please return one fully executed copy and retain the other copy for your records. Your Division Order contains information that will aid in your communication with BHP. When contacting us about any questions regarding your interest or Division Order, please have the Division Order in hand as it contains identifying information that will assist us in answering your questions.

WE ARE NOT ABLE TO ACCEPT ANY ALTERATIONS TO THIS DIVISION ORDER FORM.

SIGNATURES:

- Sign exactly as shown on the Division Order. If your signature is different, please enclose legal documentation authorizing the name change with your returned Division Order.
- Signatures by Agents, Attorneys-in-Fact, Guardians, or Trustees must be verified by attaching a copy of the recorded legal evidence of the rights vested in the signing party.
- In the event of multiple trustees/executors, all signatures are required unless documentation is provided evidencing authority to sign on behalf of all parties.
- An authorized official, with the name and title of the signing party printed beneath the signature, must execute for companies, corporations, or partnerships.
- All signatures must be witnessed. Notary is not required.

TAXPAYER IDENTIFICATION NUMBER OR SOCIAL SECURITY NUMBER:

Include your Tax ID or Social Security Number in the space provided on your Division Order. Failure to furnish this number will result in 24% tax withholding in accordance with Section 3406 of the Internal Revenue Service Code, and any tax withheld will not be refundable by BHP.

ADDRESS & TITLE CHANGES:

- Please note any change of address directly on your Division Order
- Subsequent address changes must be submitted in writing either by mail, fax or email (a change of address form can be found at <http://www.bhpbilliton.com/investor-centre/owner-relations>).
- If a change in title occurs, please furnish us with a copy of the recorded deed or document transferring the title.

PAYMENTS: Royalty check payments are mailed on or before the 30th of each month. Our policy is to remit checks monthly when your account reaches \$100, or once a year, whichever occurs first. We can reduce the minimum hold on your account from \$100 to \$25 upon written request.

PRIVACY: BHP respects the privacy of our owners. Please remember we are unable to release information to third parties on any ownership account without prior written authorization from the owner unless legally required. In order for us to discuss your lease, agreement, and/or royalty information with your appointed representative, we must be furnished with your written authorization.

CONTACT US: The following information will assist us in serving you: (1) name & owner number (2) county and state where well is located (3) well name and property number (4) telephone number with area code (5) nature of your inquiry

Owner Relations Call Center

Phone Number: 1-877-311-1443

Fax: 1-888-484-3189

E-mail: petroleumownerrelationsrequest@bhpbilliton.com

BHP

Land Administration

P O Box 22719

Houston, TX 77227-9927



SEE EXHIBIT A FOR LIST OF PROPERTY(IES) AND DECIMAL INTEREST(S) COVERED

The undersigned severally and not jointly certifies that it is the legal owner of the interest set out herein of all products produced from the property described herein:

THIS AGREEMENT DOES NOT AMEND ANY LEASE OR OPERATING AGREEMENT BETWEEN THE INTEREST OWNERS AND THE LESSEE OR OPERATOR OR ANY OTHER CONTRACTS FOR THE PURCHASE OF OIL OR GAS.

The following provisions apply to each interest owner ("owner") who executes this agreement and may not be altered as to its terms:

TERMS OF SALE: The undersigned will be paid in accordance with the division of interest set out herein. The payor shall pay all parties at the price agreed to by the operator for products to be sold pursuant to this Division Order. Purchaser shall compute quantity and make corrections for gravity and temperature and make deductions for impurities.

PAYMENT: From the effective date, payment is to be made monthly by payor's check or electronic funds transfer, based on this division of interest, for products run during the preceding calendar month from the property listed herein, less taxes required by law to be deducted and remitted by payor as purchaser. Payments of less than \$100 may be accrued before disbursement until the total amount equals \$100 or more, or until 12 months of proceeds accumulate, whichever occurs first. However, the payor may hold accumulated proceeds of less than \$10 until production ceases or the payor's responsibility for making payment for production ceases, whichever occurs first. Payee agrees to refund to payor any amounts attributable to an interest or part of an interest that payee does not own.

INDEMNITY: The owner agrees to indemnify and hold payor harmless from all liability resulting from payments made to the owner in accordance with such division of interest, including but not limited to attorney fees or judgments in connection with any suit that affects the owner's interest to which payor is made a party.

DISPUTE; WITHHOLDING OF FUNDS: If a suit is filed that affects the interest of the owner, written notice shall be given to payor by the owner together with a copy of the complaint or petition filed. In the event of a claim or dispute that affects title to the division of interest credited herein, payor is authorized to withhold payments accruing to such interest, without interest unless otherwise required by applicable statute, until the claim or dispute is settled.

TERMINATION: Termination of this agreement is effective on the first day of the month that begins the 30th day after the date written notice of termination is received by either party.

NOTICES: The owner agrees to notify payor in writing of any change in the division of interest, including changes of interest contingent on payment of money or expiration of time.

No change of interest is binding on payor until the recorded copy of the instrument of change or documents satisfactorily evidencing such change are furnished to payor at the time the change occurs.

Any change of interest shall be made effective on the first day of the month following receipt of such notice by payor.

Any correspondence regarding this agreement shall be furnished to the addresses listed unless otherwise advised by either party.

In addition to the legal rights provided by the terms and provisions of this Division Order, an owner and payor may have certain statutory rights under the laws of this State.



EXHIBIT A



Date: 1/31/2019

CREDIT TO

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

BHP
Land Administration
P.O. Box 22719
Houston, TX 77227-9927
T (877) 311-1443
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PetroleumOwnerRelations
Request@bhpbilliton.com

Special Clauses/Comments:

Issue Date: 1/31/2019
Property Name: STATE SKY HOOK 57-T2-24 W108H
Property #: P1M959/00501
Production: ALL PRODUCTS
Operator: BHP BILLITON PETROLEUM (TXLA OPERATING)
Legal Description: T&P RR CO ABST/ID# 2058 Grantee J.U. DEVANEY Twsp T2 Blk 57 Sec 24
REEVES COUNTY/PARISH, TEXAS (644.90 ACRES)

Decimal	Type	Status	Reason	Start Date
0.00694552	RI	PAY		8/1/2018
0.00347276	RI	PAY		8/1/2018
0.00104099	RI	PAY		8/1/2018
0.01467570	RI	PAY		8/1/2018
0.00347276	RI	PAY		8/1/2018
0.00694552	RI	PAY		8/1/2018
0.00104099	RI	PAY		8/1/2018
0.00451560	RI	PAY		8/1/2018
0.00451560	RI	PAY		8/1/2018
0.00388238	RI	PAY		8/1/2018
0.00169161	RI	PAY		8/1/2018
0.00052050	RI	PAY		8/1/2018
0.00694552	RI	PAY		8/1/2018
0.00104099	RI	PAY		8/1/2018
0.00052050	RI	PAY		8/1/2018
0.00903120	RI	PAY		8/1/2018
0.00903120	RI	PAY		8/1/2018
0.01128647	RI	PAY		8/1/2018
0.00903120	RI	PAY		8/1/2018

PLEASE KEEP THIS COPY FOR YOUR RECORDS

BERNL - 51145(P1M959_NotAmended)



DIVISION ORDER

Date: 1/31/2019

Special Clauses/Comments:

Owner Number: 80113945

Owner Name: STATE OF TEXAS GLO

Owners Signatures: _____

Owner Tax I.D. Number: XXXXXX - 0108 (TIN)

Day Time Phone Number: 800-998-4456

E-Mail Address: _____

Owners Mailing Address: 1700 N CONGRESS AVE NO 640
AUSTIN TX 78701-1495

Witness: _____

Federal Law requires you to furnish your Social Security or Taxpayer Identification Number. Failure to comply will result in 24% tax withholding and will not be refundable by Payor.



DIVO 51145 80113945

PLEASE SIGN AND RETURN THIS COPY

BERNL - 51145(P1M959_NotAmended)



AUTHORIZATION FOR ELECTRONIC FUNDS TRANSFER PAYMENT

The undersigned, hereinafter called "Owner", is representing that he / she is the owner of an oil, gas and / or mineral interest that is currently paid by BHP Billiton Petroleum (Fayetteville) LLC (BHPB) / Petrohawk Energy Corporation (PEC). Owner is now authorizing BHPB / PEC to make direct deposit (EFT) payments for his / her owned interest to the financial institution and owner account as designated below.

Owner agrees that electing to participate in EFT payments will not amend any lease agreements between BHPB / PEC and Owner. This agreement simply allows for EFT payments in lieu of paper royalty check payments.

Owner acknowledges they will no longer receive physical Check Stub Details via the United States Postal Service (USPS). Check Stub Details are available online to all owners via the PDS Energy website (<https://secure.pds-austin.com/bhp/login.asp>). Please visit this site and click on "Register Now" to create your User Name and Password for login purposes.

Owner agrees to give at least sixty (60) days advance written notice of any change in the payment instructions shown below. Owner agrees that any changes to their mailing address will continue to be submitted in writing.

Owner agrees that BHPB and/or PEC will not be held liable for any interest or other claim arising as the result of Owner's failure to provide written notice of any payment instruction changes. Owner also releases and agrees to indemnify and hold BHPB / PEC harmless for any loss, claim, damage, or interest incurred as the result of Owner's depository institution's failure to properly or promptly post any EFT payment and / or as a result of any error or omission in the payment instructions provided by or on behalf of Owner.

Name of Owner:	STATE OF TEXAS GLO
Owner Number on BHPB / PEC Issued Check:	80113945
Street Address or P.O. Box:	
City, State, & Zip Code:	
Daytime Phone Number (Including Area Code):	
Email Address:	

Depository Institution:	
Depository Institution Routing Number (9 Digits):	
Name on Account:	
Account Number:	
Account Type (circle one):	☐ CHECKING ☐ SAVINGS

Signature of Owner(s) or Authorized Representatives:	
TIN or SSN (Last 4 Digits):	XXXXXX - 0108 (TIN)
Date:	

Please initial below if you would like the address on your account to be updated to the address reflected above. Please note this is where all future correspondence sent by BHPB & PEC will be sent unless otherwise noted.

Owner Initials: _____

Owner understands and agrees that BHPB and/or PEC will have up to sixty (60) days after receipt of the authorization form to process the EFT request and payments will be deferred until accruals reach \$100 or annually, whichever comes first. Owner Initials: _____

Owner acknowledges they will no longer receive physical Check Stub Details via the USPS. Check Stub Details are available online to all owners via the PDS Energy website. Owner Initials: _____

PLEASE ENCLOSE A BLANK VOIDED CHECK FOR THE ACCOUNT TO WHICH PAYMENTS WILL BE DEPOSITED.



EFT 51145 80113945





TEXAS GENERAL LAND OFFICE
GEORGE P. BUSH, COMMISSIONER

May 17, 2019

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

Re: State Lease Nos. ✓ MF065359, MF092207, MF115947 and MF118253
State Sky Hook 57-T2-24 W107H and W108H Unit 8711

Dear Mr. Brown:

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

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

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

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

Thank you,

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

File No. MF 065359

Reeves County

Division Order

Date Filed: 5-20-19

George P. Bush, Commissioner

By VB

USPS TRACKING #



9590 9402 4034 8079 9549 51



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

United States
Postal Service

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

MF065359
MF092207
MF115947
MF118253

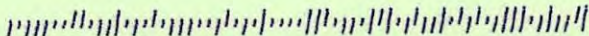


Texas General Land Office

George P. Bush, Commissioner

P.O. Box 12873

Austin, Texas 78711-2873



SENDER: COMPLETE THIS SECTION

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

1. Article Addressed to:

BHP Billiton Petroleum Co
Attn: Holly Dutton
1360 Post Oak Blvd Ste 150
Houston, TX 77056-3030



9590 9402 4034 8079 9549 51

2. Article Number (Transfer from service label)

7016 0600 0000 6595 5417

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X☐ Agent☐ Addressee

B. Received by (Printed Name)

C. Date of Delivery

D. Is delivery address different from item 1?

☐ Yes

If YES, enter delivery address below:

☐ No

3. Service Type

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

- ☐ Priority Mail Express®
- ☐ Registered Mail™
- ☐ Registered Mail Restricted Delivery
- ☐ Return Receipt for Merchandise
- ☐ Signature Confirmation™
- ☐ Signature Confirmation Restricted Delivery

Restricted Delivery

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

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

OFFICIAL USE

Certified Mail Fee

\$

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

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

Postage

\$

Total Postage and Fees

\$

Sent To

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

City, State, ZIP+4®

MF065359

MF092207

Postmark

Here

MF115947

MF118253

HOLLY DUTTON

BHP Billiton Petroleum Company

1360 Post Oak Blvd Ste 150

Houston, TX 77056-3030

7016 0600 0000 6595 5417

Certified Mail service provides the following benefits:

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

Important Reminders:

- You may purchase Certified Mail service with First-Class Mail®, First-Class Package Service®, or Priority Mail® service.
- Certified Mail service is *not* available for international mail.
- Insurance coverage is *not* available for purchase with Certified Mail service. However, the purchase of Certified Mail service does not change the insurance coverage automatically included with certain Priority Mail items.
- For an additional fee, and with a proper endorsement on the mailpiece, you may request the following services:
 - Return receipt service, which provides a record of delivery (including the recipient's signature). You can request a hardcopy return receipt or an electronic version. For a hardcopy return receipt, complete PS Form 3811, *Domestic Return Receipt*; attach PS Form 3811 to your mailpiece;

for an electronic return receipt, see a retail associate for assistance. To receive a duplicate return receipt for no additional fee, present this USPS®-postmarked Certified Mail receipt to the retail associate.

- Restricted delivery service, which provides delivery to the addressee specified by name, or to the addressee's authorized agent.
- Adult signature service, which requires the signee to be at least 21 years of age (not available at retail).
- Adult signature restricted delivery service, which requires the signee to be at least 21 years of age and provides delivery to the addressee specified by name, or to the addressee's authorized agent (not available at retail).
- To ensure that your Certified Mail receipt is accepted as legal proof of mailing, it should bear a USPS postmark. If you would like a postmark on this Certified Mail receipt, please present your Certified Mail item at a Post Office™ for postmarking. If you don't need a postmark on this Certified Mail receipt, detach the barcoded portion of this label, affix it to the mailpiece, apply appropriate postage, and deposit the mailpiece.

IMPORTANT: Save this receipt for your records.



Texas General Land Office

Reconciliation Billing

George P. Bush, Commissioner

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

BHP Billiton Petroleum (TXLA Operating) Company
Attn: Holly Dutton
1360 Post Oak Blvd Ste 150
Houston, TX 77056-3030

Billing Date: 9/18/2019
Billing Due Date: 10/18/2019
Customer Number: C000046383

Invoice	Mineral File	Gas Royalty	Oil Royalty	Penalty	Interest	Total Due
20I00034	MF065359	\$19,744.27	\$0.00	\$1,974.43	\$865.77	\$22,584.47
20I00035	MF092207	\$2,959.37	\$0.00	\$295.94	\$129.77	\$3,385.08
20I00036	MF115947	\$25,673.16	\$0.00	\$2,567.32	\$1,125.75	\$29,366.23
20I00037	MF115947	\$0.00	\$22,898.64	\$2,289.86	\$1,038.59	\$26,227.09
20I00038	MF118253	\$1,962.23	\$0.00	\$196.22	\$86.04	\$2,244.49
20I00039	MF118253	\$0.00	\$1,752.02	\$175.20	\$79.46	\$2,006.68
Total Due		\$50,339.03	\$24,650.66	\$7,498.97	\$3,325.38	\$85,814.04

Penalty and interest have been calculated thru 9/30/2019. Payment remitted after 9/30/2019 will result in additional penalty and interest charges.

Contact Info: Angelica Soriano (512) 463-5208 or angelica.soriano@glo.texas.gov

NOTICE

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

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

Detach and return with payment

Reconciliation Billing

BHP Billiton Petroleum (TXLA Operating) Company

Billing Date: 9/18/2019

Billing Due Date: 10/18/2019

Customer Number: C000046383

Remit Payment To:

Texas General Land Office

PO Box 12873

Austin, TX 78711-2873

Invoice	Mineral File	Gas Royalty	Oil Royalty	Penalty	Interest	Total Due
20I00034	MF065359	\$19,744.27	\$0.00	\$1,974.43	\$865.77	\$22,584.47
20I00035	MF092207	\$2,959.37	\$0.00	\$295.94	\$129.77	\$3,385.08
20I00036	MF115947	\$25,673.16	\$0.00	\$2,567.32	\$1,125.75	\$29,366.23
20I00037	MF115947	\$0.00	\$22,898.64	\$2,289.86	\$1,038.59	\$26,227.09
20I00038	MF118253	\$1,962.23	\$0.00	\$196.22	\$86.04	\$2,244.49



Texas General Land Office

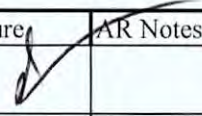
George P. Bush, Commissioner

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

20I00039	MF118253	\$0.00	\$1,752.02	\$175.20	\$79.46	\$2,006.68
Total Due		\$50,339.03	\$24,650.66	\$7,498.97	\$3,325.38	\$85,814.04
Amt. Paid						

**Energy Financial Management
SMAR Activity / Invoicing Approval**

Auditor/Account Examiner: Angelica Soriano
Company Name: BHP BILLITON PETROLEUM (TXLA OPERATING) COMPANY
Customer Number: C000046383
Mineral File #: MF118253
Transaction Type: Volume Recon
Other / Invoice #:

Previous Amount	Current Amount	Date	AE / Reviewer's Notes	Reviewer's Signature	AR Notes
	\$2,244.49	09/12/19	Billed on under reported volumes	MM 9/13/2019 	

All original invoices must be approved.

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

Customer ID: C000046383
 Invoice Number:
 GLO Lease: MF118253
 GLO Review: BHP BILLITON PETROLEUM (TXLA OPERATING) COMPANY
 Review Period: September 2017 through August 2018

Category: Gas
 Auditor/AE: Asoriano
 Billing Date: 9/12/2019
 P&I Calculation Date: 9/30/2019
 Royalty Rate: 12.50%

(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)	(11)	(12)	(13)	(14)	(15)
Month / Year	RRC Number	Gas/Oil Volume	Tract Particls	Price	BTU	Gross Value	Royalty Due	Royalty Paid	Additional Ro	Number of Da	Interest Rate For	Penalty Rate Fron	Interest Rate Fron	Revenue Due
Aug-18	08-285115	5,508	1.00000000	\$ 2.850000	1.000000	\$15,697.80	\$1,962.23	\$0.00	\$1,962.23	350	5.50%	\$196.22	\$86.04	\$2,244.49
TOTALS		5,508				\$15,697.80	\$1,962.23	\$0.00	\$1,962.23			\$196.22	\$86.04	\$2,244.49

ATTN: Holly Dutton
 CERTIFIED MAIL: 7016 0600 0000 6595 5417

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

COLUMN (3) VOLUME - REPRESENTS UNDER REPORTED SALES VOLUMES TO THE GLO FROM RRC WELL IDS 08-285115 & 08-285126
 COLUMN (5) (6) PRICE & BTU - TAKEN FROM HOUSTON SHIP CHANEL POSTED PRICE
 COLUMNS (12), (13), (14) PLEASE GO TO THIS WEB SITE FOR EXPLANATION OF PENALTY AND INTEREST ASSESSMENT:
<http://www.glo.texas.gov/energy-business/oil-gas/rrac/forms/penalty-interest-assessment-rules.pdf>

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

File No. MF065 359 75

Reconciliation Billing County

Date Filed: 9/18/19

George P. Bush, Commissioner

By VD

bpx energy

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

20707573

PAGE 1 OF 1

03/10/20

X01LH

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

VENDOR NUMBER: 0069000251

TRACE NUMBER: 2000008030

DOCUMENT NO.	INVOICE DATE	INVOICE NO.	GROSS AMOUNT	DISCOUNT NO.	NET AMOUNT
1900011589 SEC 24 BLK 57-T2 DEC. 2019 WAT Sec 24 Blk 57-T2 Dec. 2019 Water	03/05/20	2020.133	5,977.88		5,977.88
TOTALS			5,977.88		5,977.88

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

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

DETACH AND RETAIN THIS STUB FOR YOUR RECORDS

CHECK NO. 8005000480 ATTACHED BELOW

bpx energy

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

20707574

PAGE 1 OF 1

03/11/20

X01LH

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

VENDOR NUMBER: 0069000251

TRACE NUMBER: 2000008091

DOCUMENT NO.	INVOICE DATE	INVOICE NO.	GROSS AMOUNT	DISCOUNT NO.	NET AMOUNT
1900011816 DEC. 2019 WATER USE SEC 24 BLK Dec. 2019 Water Use Sec 24 Blk 57-T2 (W 02H)	03/09/20	2020.151	5,977.88		5,977.88
TOTALS			5,977.88		5,977.88

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

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

DETACH AND RETAIN THIS STUB FOR YOUR RECORDS

CHECK NO. 8005000499 ATTACHED BELOW



BP America Production Company
BPX Energy Inc.
3800 E. 42nd Street
Suite 105
Odessa, TX 79762
T +1 432 367 4316
F +1 432 367 4320
www.bp.com

March 24th, 2020

Texas General Land Office
ATTN: Energy Resources
1700 N. Congress Avenue
Austin, TX 78701

RE: **Water Use – December 2019**
State Sky Hook 57-T2-24 W203H & W102H
Reeves County, Texas

Dear Sir or Madam,

Enclosed herein, please find **Check No. 8005000480** in the amount of **\$5,977.88**, and **Check No. 8005000499** in the amount of **\$5,977.88**, made payable to the addressee above for December, 2019 water use for the subject line wells.

The enclosed checks cover payment for on-lease water use, which are outlined below:

Water Use W203H: ((29,705 barrels) x (\$0.15/per barrel)) + \$7,500.00 per oil and gas well	=	\$11,955.75
Water Use W102H: ((29,705 barrels) x (\$0.15/per barrel)) + \$7,500.00 per oil and gas well	=	\$11,955.75
TOTAL DAMAGES	=	\$23,911.50

Total paid to Agents of the State:	(\$23,911.50 x 0.50)	=	\$11,955.75
Total paid to the <u>State of Texas</u>:	(\$23,911.50 x 0.50)	=	\$11,955.75

By cashing this check, you agree this payment is the full and final settlement for these damages. Should you have any questions regarding this matter, please do not hesitate to contact me at the telephone number or email address listed below.

Respectfully,

Drew Keenan
Contractor – Hydrocarbon Acquisitions, LLC
(432) 202-6640
drew.keenan@hydroacq.com

00700

50101216

76.

File No. MF065359
Reeves County
Water Royalty
Date Filed: 12/18/2020
George P. Bush, Commissioner
By CE

50101216

bpx energy

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

PAGE 1 OF 1

20708594

03/27/20

X01LH

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

VENDOR NUMBER: 0069000251

TRACE NUMBER: 2000009067

DOCUMENT NO.	INVOICE DATE	INVOICE NO.	GROSS AMOUNT	DISCOUNT NO.	NET AMOUNT
1900012933 SEC 24BLK 57-T2 JAN 2020 Sec 24Blk 57-T2 Jan 2020	03/26/20 WATER F Water for On-Lease Drilling	2020.184	25,174.20		25,174.20
TOTALS			25,174.20		25,174.20

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

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

DETACH AND RETAIN THIS STUB FOR YOUR RECORDS

CHECK NO. 8005000525 ATTACHED BELOW



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

April 28, 2020

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

RE: **Water Use – January 2020**
State Sky Hook 57-T2-24 Pad C
Section 24, Block 57, Township 2
Reeves County, Texas

Dear Texas General Land Office,

Enclosed herein, please find **Check No. 8005000525** in the amount of **\$25,174.20** for January 2020 water use for drilling operations for the subject line well pad. The enclosed check covers payment for on-lease water use, which is outlined below:

Water Use: $((35,656 \text{ barrels}) \times (\$0.15 \text{ per barrel})) + (\$7,500 \text{ per well} \times (6)) = \$50,348.40$

Total paid to Agent of the State: $(\$50,348.40 \times 0.50) = \$25,174.20$

Total paid to the State of Texas: $(\$50,348.40 \times 0.50) = \underline{\underline{\$25,174.20}}$

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

Respectfully,

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

File No. MF065359

Reeves County

Water Royalty

Date Filed: 12/18/2020

George P. Bush, Commissioner

By CE

43030

bpx energy

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

20708595

PAGE 1 OF 1

04/07/20

X01LH

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

VENDOR NUMBER: 0069000251

TRACE NUMBER: 2000009587

DOCUMENT NO.	INVOICE DATE	INVOICE NO.	GROSS AMOUNT	DISCOUNT NO.	NET AMOUNT
1900014021 SEC 16 BLK 113-FEB 2020 WATER Sec 16 Blk 113-Feb 2020 water use HS State 113-16	04/06/20	2020.212	123,883.50		123,883.50
TOTALS			123,883.50		123,883.50

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

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

DETACH AND RETAIN THIS STUB FOR YOUR RECORDS

CHECK NO. 8005000545 ATTACHED BELOW



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

April 28, 2020

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

RE: **Water Use – February 2020**
HS State 113-16 W106H
Section 16, Block 113
Culberson County, Texas

Dear Texas General Land Office,

Enclosed herein, please find **Check No. 8005000545** in the amount of **\$123,882.50** for February 2020 water use for drilling operations for the subject line well pad. The enclosed check covers payment for on-lease water use, which is outlined below:

Water Use:	((165,178 barrels) x (\$1.50 per barrel))	=	\$247,767.00
Total paid to Agent of the State:	(\$247,767.00 x 0.50)	=	\$123,883.50
Total paid to the <u>State of Texas</u>:	(\$247,767.00 x 0.50)	=	<u>\$123,883.50</u>

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

Respectfully,

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

File No. MF065359

Reeves County

Water Royalty

Date Filed: 12/18/2020

George P. Bush, Commissioner

By CE

4-20-20

bpx energy

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

20708596

PAGE 1 OF 1

04/07/20

X01LH

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

VENDOR NUMBER: 0069000251

TRACE NUMBER: 2000009586

DOCUMENT NO.	INVOICE DATE	INVOICE NO.	GROSS AMOUNT	DISCOUNT NO.	NET AMOUNT
1900013685 SEC24BLK 57-T2 FEB2020 WATER F Sec24Blk 57-T2 Feb2020 Water for On-Lease Drilling	04/01/20	2020.198	12,636.30		12,636.30
TOTALS			12,636.30		12,636.30

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

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

DETACH AND RETAIN THIS STUB FOR YOUR RECORDS

CHECK NO. 8005000544 ATTACHED BELOW



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

April 28, 2020

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

RE: **Water Use – February 2020**
State Sky Hook 57-T2-24 Pad C
Section 24, Block 57, Township 2
Reeves County, Texas

Dear Texas General Land Office,

Enclosed herein, please find **Check No. 8005000544** in the amount of **\$12,636.30** for February 2020 water use for drilling operations for the subject line well pad. The enclosed check covers payment for on-lease water use, which is outlined below:

Water Use:	$((18,484 \text{ barrels}) \times (\$0.15 \text{ per barrel})) + (\$7,500 \text{ per well} \times (3))$	=	\$25,272.60
Total paid to Agent of the State:	$(\$25,272.60 \times 0.50)$	=	\$12,636.30
Total paid to the <u>State of Texas</u>:	$(\\$25,272.60 \times 0.50)$	=	<u>\$12,636.30</u>

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

Respectfully,

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

File No. MF065359
Reeves County
Water Royalty
Date Filed: 12/18/2020
George P. Bush, Commissioner
By CE

bpx energy

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

20708597

PAGE 1 OF 1

04/17/20

X01LH

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

VENDOR NUMBER: 0069000251

TRACE NUMBER: 2000010300

DOCUMENT NO.	INVOICE DATE	INVOICE NO.	GROSS AMOUNT	DISCOUNT NO.	NET AMOUNT
1900015009 SEC 16 BLK 113 - WATER USE HS Sec 16 Blk 113 - Water Use HS State 113-16 W107H	04/13/20	2020.229	123,882.75		123,882.75
TOTALS			123,882.75		X 123,882.75

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

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

DETACH AND RETAIN THIS STUB FOR YOUR RECORDS

CHECK NO. 8005000571 ATTACHED BELOW



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

April 28, 2020

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

RE: **Water Use – February 2020**
HS State 113-16 W107H
Section 16, Block 113
Culberson County, Texas

Dear Texas General Land Office,

Enclosed herein, please find **Check No. 8005000571** in the amount of **\$123,882.75** for February 2020 water use for drilling operations for the subject line well pad. The enclosed check covers payment for on-lease water use, which is outlined below:

Water Use:	((165,177 barrels) x (\$1.50 per barrel))	=	\$247,765.00
Total paid to Agent of the State:	(\$247,765.00 x 0.50)	=	\$123,882.75
Total paid to the <u>State of Texas</u>:	(\$247,765.00 x 0.50)	=	<u>\$123,882.75</u>

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

Respectfully,

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

File No. MF065359
Reeves County
Water Royalty
Date Filed: 12/17/2020
George P. Bush, Commissioner
By: CLF

4.30.30

bpx energy

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

PAGE 1 OF 1

21702882

11/06/20

X01LH

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

NOV 16 2020

VENDOR NUMBER: 0069000251

TRACE NUMBER: 2000019441

DOCUMENT NO.	INVOICE DATE	INVOICE NO.	GROSS AMOUNT	DISCOUNT NO.	NET AMOUNT
1900043049 HS STATE 113-16 W107H MARCH 20 HS State 113-16 W107H March 2020 Water Use Drillin	10/28/20	2020.404	7,985.25		7,985.25
TOTALS			7,985.25		7,985.25

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

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

DETACH AND RETAIN THIS STUB FOR YOUR RECORDS

CHECK NO. 8005000919 ATTACHED BELOW

bpx energy

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

21702883

PAGE 1 OF 1

11/06/20

X01LH

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

NOV 16 2020

VENDOR NUMBER: 0069000251

TRACE NUMBER: 2000019443

DOCUMENT NO.	INVOICE DATE	INVOICE NO.	GROSS AMOUNT	DISCOUNT NO.	NET AMOUNT
1900043055 HS STATE 113-16 W106H MARCH 20 HS State 113-16 W106H March 2020 Water Use Complet	10/28/20	2020.401	19,557.75		19,557.75
TOTALS			19,557.75		161 19,557.75

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

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

DETACH AND RETAIN THIS STUB FOR YOUR RECORDS

CHECK NO. 8005000921 ATTACHED BELOW

bpx energy

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

PAGE 1 OF 1

11/06/20

X01LH

21702884

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

NOV 16 2020

VENDOR NUMBER: 0069000251

TRACE NUMBER: 2000019442

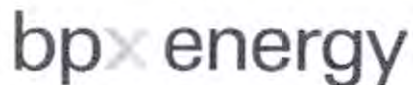
DOCUMENT NO.	INVOICE DATE	INVOICE NO.	GROSS AMOUNT	DISCOUNT NO.	NET AMOUNT
1900043050 HS STATE 113-16 W107H MARCH 20 HS State 113-16 W107H March 2020 Water Use Complet	10/28/20	2020.398	19,557.75		19,557.75
TOTALS			19,557.75		161 19,557.75

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

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

DETACH AND RETAIN THIS STUB FOR YOUR RECORDS

CHECK NO. 8005000920 ATTACHED BELOW



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

November 11, 2020

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

RE: **Water Use – March 2020**
HS State 113-16 107H
Section 16, Block 113
Culberson County, Texas

Dear Texas General Land Office,

Enclosed herein, please find **Check No. 8005000919** in the amount of **\$7,985.25** for March 2020 water use for drilling operations for the subject line well pad. The enclosed check covers payment for on-lease water use, which is outlined below:

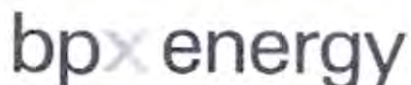
Water Use:	((10,647 barrels) x (\$1.50 per barrel))	=	\$15,970.50
Total paid to Agent of the State:	(\$15,970.50 x 0.50)	=	\$7,985.25
Total paid to the State of Texas:	(\$15,970.50 x 0.50)	=	<u>\$7,985.25</u>

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

Respectfully,

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

NOV 11 2020



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

November 11, 2020

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

RE: **Water Use – March 2020**
HS State 113-16 106H
Section 16, Block 113
Culberson County, Texas

Dear Texas General Land Office,

Enclosed herein, please find **Check No. 8005000921** in the amount of **\$19,557.75** for March 2020 water use for completions operations for the subject line well pad. The enclosed check covers payment for on-lease water use, which is outlined below:

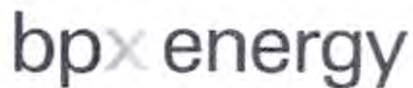
Water Use:	((26,077 barrels) x (\$1.50 per barrel))	=	\$39,115.50
Total paid to Agent of the State:	(\$39,115.50 x 0.50)	=	\$19,557.75
Total paid to the State of Texas:	(\$39,115.50 x 0.50)	=	<u>\$19,557.75</u>

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

Respectfully,

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

NOV 16 2020



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

November 11, 2020

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

RE: **Water Use – March 2020**
HS State 113-16 107H
Section 16, Block 113
Culberson County, Texas

Dear Texas General Land Office,

Enclosed herein, please find **Check No. 8005000920** in the amount of **\$19,557.75** for March 2020 water use for completions operations for the subject line well pad. The enclosed check covers payment for on-lease water use, which is outlined below:

Water Use:	((26,077 barrels) x (\$1.50 per barrel))	=	\$39,115.50
Total paid to Agent of the State:	(\$39,115.50 x 0.50)	=	\$19,557.75
Total paid to the State of Texas:	(\$39,115.50 x 0.50)	=	<u>\$19,557.75</u>

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

Respectfully,

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

May 11 2020

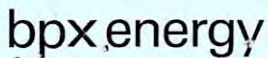
88850519

88850519

File No. MF065359 ⁸¹
Reyes County
Water Royalty
Date Filed: 12/18/2020
George P. Bush, Commissioner
By CK

88850519

TT-20-50



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

20703786

PAGE 1 OF 1

11/21/19

X01LH

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

VENDOR NUMBER: 0069000251

TRACE NUMBER: 2000002632

DOCUMENT NO.	INVOICE DATE	INVOICE NO.	GROSS AMOUNT	DISCOUNT NO.	NET AMOUNT
1900003091 57-T2-24: In-Unit Pad Sites, A 57-T2-24: In-Unit Pad Sites, Access Road	11/20/19	2019.114	40,857.68		40,857.68
TOTALS			40,857.68		40,857.68 141

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

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

DETACH AND RETAIN THIS STUB FOR YOUR RECORDS

CHECK NO. 8005000290 ATTACHED BELOW



BP America Production Company
BPX Energy Inc.
3800 E. 42nd Street
Suite 105
Odessa, TX 79762
T+1 432 367 4316
F+1 432 367 4320
www.bp.com

December 6th, 2019

Texas General Land Office
ATTN: Energy Resources
1700 N. Congress Avenue
Austin, TX 78701

RE: **Surface Damage Payment**
State Sky Hook 57-T2-24 Pad C
Reeves County, Texas

Dear Sir or Madam,

Enclosed herein, please find **Check No. 8005000290** in the amount of **\$40,857.68** made payable to the addressee above for surface damages resulting from drilling operations for the subject line well.

The enclosed check covers surface damages for the well pad site and access road, which are outlined below:

Well Pad:	(4.65 acres or 202,554 sq. ft.)	=	\$20,800.00
Facility Pad:	(1.30 acres or 56,628 sq. ft.)	=	\$6,000.00
Reserve Pit:	(1.20 acres or 52,272 sq. ft.)	=	\$4,181.76
Clearing Limits:	(4.75 acres or 206,910 sq. ft.)	=	\$16,552.80
Access Road:	(14.52 rods)	=	\$580.80
Additional Wellbores (6):		=	\$33,600.00
TOTAL DAMAGES		=	\$81,715.36

Total paid to Agent of the State: (\$81,715.36 x 0.50) = **\$40,857.68**

Total paid to the State of Texas: = **\$40,857.68**

By cashing this check, you agree this payment is the full and final settlement for these damages. Should you have any questions regarding this matter, please do not hesitate to contact me at the telephone number or email address listed below.

Respectfully,

Drew Keenan
Contractor – Hydrocarbon Acquisitions, LLC
(432) 202-6640
drew.keenan@hydroacq.com

"ACCESS EASEMENT" CURVE TABLE

REF. #	RADIUS	ARC LENGTH	CHORD BEARING	CHORD DISTANCE
C1	115.00'	182.42'	N 42°34'33" W	163.89'

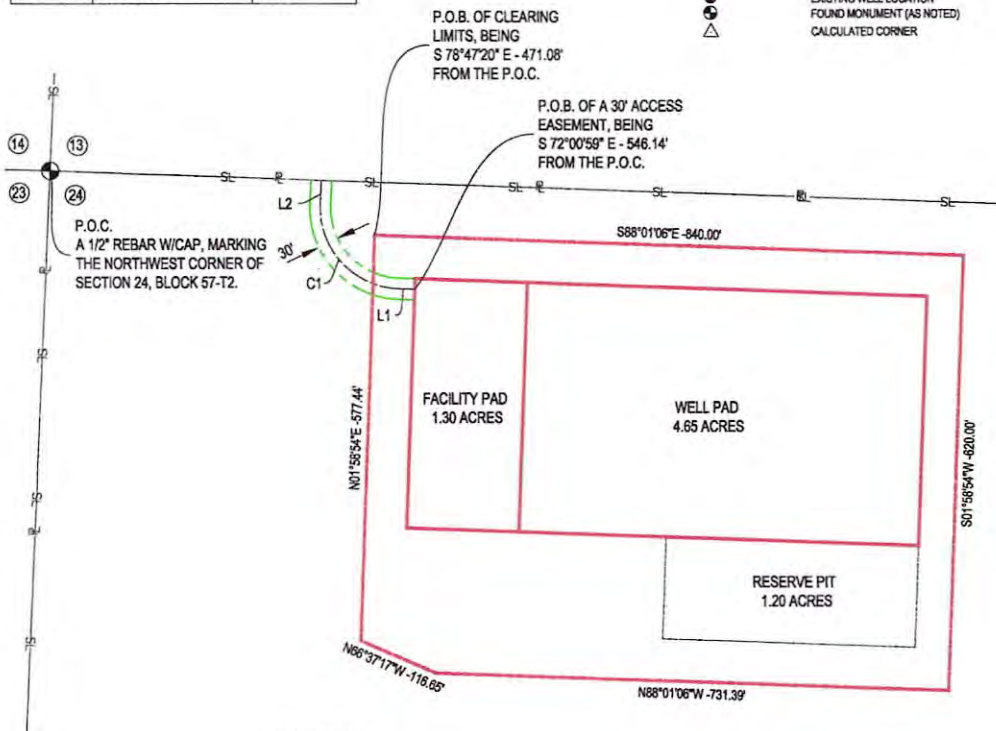
"ACCESS EASEMENT"

NUMBER	BEARING	DISTANCE
L1	N 88°01'08" W	23.44'
L2	N 02°52'00" E	33.78'

LEGEND

- CL OF PROPOSED PIPELINE ROUTE
- SECTION LINE
- EXISTING PIPELINE ROUTE
- OVERHEAD ELECTRIC
- FENCE
- EDGE OF PROPOSED ACCESS EASEMENT
- CL OF PROPOSED ACCESS EASEMENT
- EDGE OF EXISTING ROAD
- PROPERTY LINE
- PROPOSED CLEARING LIMITS
- PROPOSED WELL & FACILITY PAD
- RESERVE PIT
- POINT OF COMMENCEMENT
- POINT OF BEGINNING
- POINT OF TERMINATION
- LINEAR FEET
- POWER POLE
- PROPOSED WELL LOCATION
- EXISTING WELL LOCATION
- FOUND MONUMENT (AS NOTED)
- CALCULATED CORNER

GRID NORTH (NAD 83)
TEXAS - CENTRAL ZONE



620 ACRES
AGNES CALDWELL BECKHAM ESTATE, ET AL
VOL. 682, PG. 195
SECTION 24, BLOCK 57-T2
T. & P. RR. CO. A-2058

CLEARING LIMITS TOTAL (INCLUDING PADS AND RESERVE PIT) 11.90 ACRES
ACCESS EASEMENT TOTAL: 239.64 L.F. OR 14.52 RODS OR 0.17 ACRES



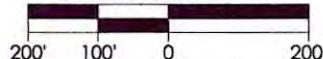
10/16/2019

CONTACT INFORMATION:
Bradley G. Russell
Crafton Tull (10193715)
1000 Ledgewood Dr.
Conway, AR 72034

GENERAL NOTES

- THE LOCATIONS OF UNDERGROUND UTILITIES AS SHOWN HEREON ARE BASED ON REASONABLE VISUAL OBSERVATION. LOCATIONS OF UNDERGROUND UTILITIES/ STRUCTURES MAY VARY FROM LOCATIONS SHOWN HEREIN. ADDITIONAL BURIED UTILITIES/ STRUCTURES MAY BE ENCOUNTERED. NO EXCAVATIONS WERE MADE DURING THE PROGRESS OF THIS SURVEY TO LOCATE BURIED UTILITIES/ STRUCTURES. BEFORE EXCAVATIONS ARE BEGUN, THE OFFICES OF THE VARIOUS UTILITIES SERVICING THIS AREA SHOULD BE CONTACTED FOR THEIR UTILITY LOCATION.
- PROJECT COORDINATE SYSTEM: TEXAS STATE PLANE, CENTRAL ZONE, NAD83, U.S. SURVEY FEET AS DETERMINED BY GPS OBSERVATION.
- VERTICAL DATUM IS NAVD 88
- AREA, DISTANCES, AND COORDINATES ARE "GRID"
- THIS PLAT DOES NOT REPRESENT A BOUNDARY SURVEY.

GRAPHIC SCALE IN FEET



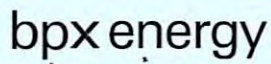
REVISION	BPX OPERATING COMPANY			
	EXHIBIT "A"			
	AGNES CALDWELL BECKHAM ESTATE, ET AL			
	SECTION 24, BLOCK 57-T2			
	T. & P. RR. CO. SURVEY, A - 2058			
	REEVES COUNTY, TEXAS			
	SCALE: 1" = 200'	CHECKED BY:	JWB	APPROVED BY: MN
	PLOT DATE: 10-16-2019	DRAWN BY:	MF	SHEET NO.: 1 OF 1

File No. MFD 65359Reeves CountySurface Damage PmtDate Filed: 7-2-2021

George P. Bush, Commissioner

By VB

15-11-15



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

20704769

PAGE 1 OF 1

12/30/19

X01LH

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

VENDOR NUMBER: 0069000251

TRACE NUMBER: 2000004622

DOCUMENT NO.	INVOICE DATE	INVOICE NO.	GROSS AMOUNT	DISCOUNT NO.	NET AMOUNT
1900005119 PAD EXP, ADDTL WELLBORES BLK 5 Pad Exp, Addtl Wellbores Blk 57-T2 Sec 24	12/27/19	2019.194	27,381.63		27,381.63
TOTALS			27,381.63		X 27,381.63

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

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

DETACH AND RETAIN THIS STUB FOR YOUR RECORDS

CHECK NO. 8005000335 ATTACHED BELOW



BP America Production Company
BPX Energy Inc.
3800 E. 42nd Street
Suite 105
Odessa, TX 79762
T +1 432 367 4316
F +1 432 367 4320
www.bp.com

January 8th, 2020

Texas General Land Office
ATTN: Energy Resources
1700 N. Congress Avenue
Austin, TX 78701

RE: **Surface Damage Payment**
State Sky Hook 57-T2-24 Pad A Expansion
Reeves County, Texas

Dear Sir or Madam,

Enclosed herein, please find **Check No. 8005000335** in the amount of **\$27,381.63** made payable to the addressee above for surface damages resulting from drilling operations for the subject line well.

The enclosed check covers surface damages for the well pad expansion, which are outlined below:

Well Pad Expansion/Pits:	(4.33 acres or 188,614.80 sq. ft.)	=	\$15,089.18
Clearing Limits:	(3.35 acres or 145,926 sq. ft.)	=	\$11,674.08
Additional Wellbores (5):		=	\$28,000.00
TOTAL DAMAGES		=	\$54,763.26
Total paid to Agent of the State:	(\$54,763.26 x 0.50)	=	\$27,381.63
Total paid to the <u>State of Texas</u>:		=	<u>\$27,381.63</u>

By cashing this check, you agree this payment is the full and final settlement for these damages. Should you have any questions regarding this matter, please do not hesitate to contact me at the telephone number or email address listed below.

Respectfully,

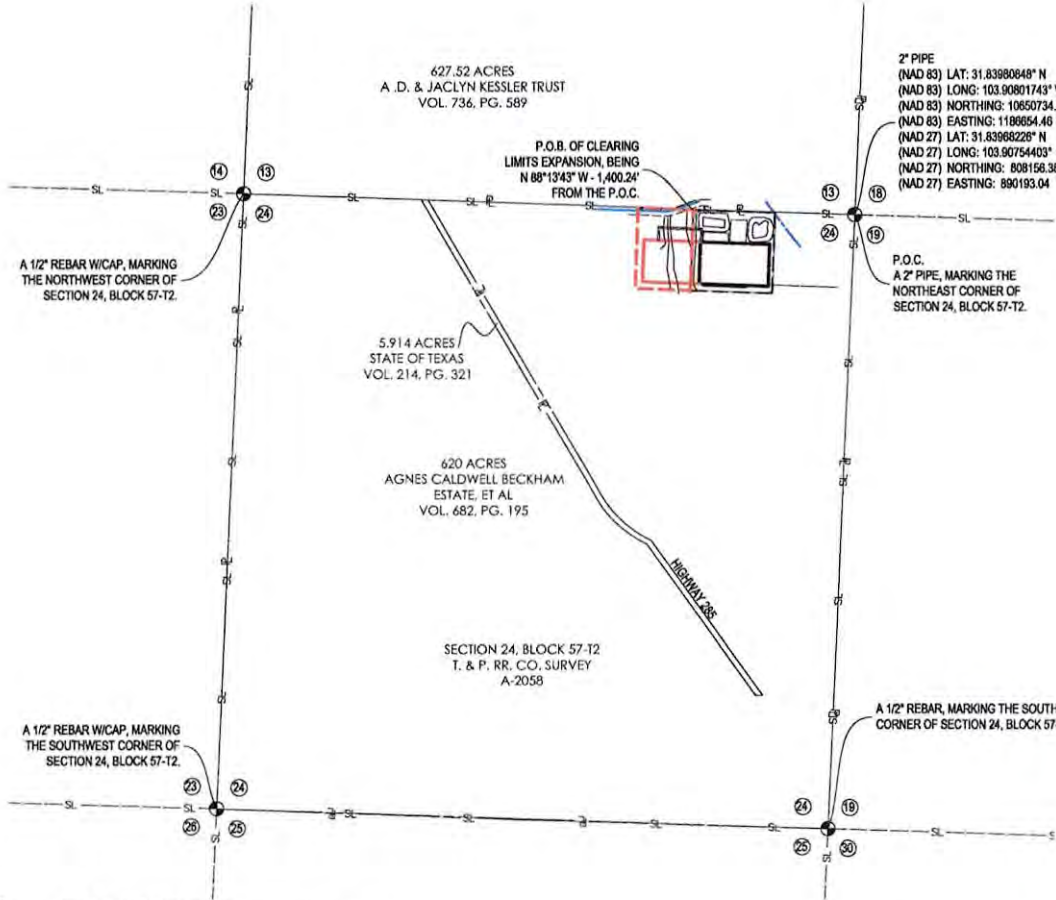
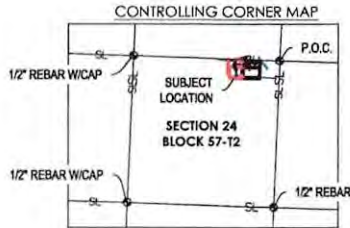
Drew Keenan
Contractor – Hydrocarbon Acquisitions, LLC
(432) 202-6640
drew.keenan@hydroacq.com

11020



1000 Ledgeland Dr.
Conway, Arkansas 72034
501.328.3316 f 501.328.3325 f
www.craftontull.com

REEVES COUNTY, TEXAS
SECTION 24, T & P, RR CO. SURVEY, A-2058
STATE SKY HOOK 57-T2-24 PAD A EXPANSION
PRELIMINARY CLEARING LIMITS & WELL PAD EXPANSION COVER SHEET



- LEGEND**
- CL OF PROPOSED PIPELINE ROUTE
 - SURVEY / SECTION LINE
 - EXISTING PIPELINE ROUTE
 - OVERHEAD ELECTRIC
 - FENCE
 - EDGE OF PROPOSED ACCESS EASEMENT
 - CL OF PROPOSED ACCESS EASEMENT
 - PROPERTY LINE
 - EXISTING CLEARING LIMITS
 - EXISTING WELL PAD
 - PROPOSED CLEARING LIMITS EXPANSION
 - PROPOSED WELL PAD EXPANSION
 - P.O.C. POINT OF COMMENCEMENT
 - P.O.B. POINT OF BEGINNING
 - P.O.T. POINT OF TERMINATION
 - LINEAR FEET
 - POWER POLE
 - PROPOSED WELL LOCATION
 - EXISTING WELL LOCATION
 - FOUND MONUMENT (AS NOTED)
 - CALCULATED CORNER

GENERAL NOTES:

NAVD 88 = EPSG 5703
NAD83 TEXAS CENTRAL = EPSG 2277

P.O.C.
STATE PLANE COORDINATES (SPC-4203 TXC-NAD 83(2011) (EPOCH: 2010.0000):
NORTHING (N): 10650734.07 (FT. U.S.)
EASTING (E): 1106654.46 (FT. U.S.)
ELEVATION (Z): 2,844.79 (FT. U.S.)
CA1: 0.00000000
CONVERGENCE: -001.841172800

BASE OF BEARINGS: GRID BASED ON TEXAS STATE PLANE COORDINATE SYSTEM, NAD 83 (2011), CENTRAL ZONE.

VERTICAL DATUM: NAVD 88, U.S. SURVEY FEET (BASED ON GPS OBSERVATIONS)

HORIZONTAL DATUM: GRID, U.S. SURVEY FEET

(LATITUDE AND LONGITUDE ARE NAD 83 (2011))

AREA, DISTANCES AND COORDINATES ARE GRID.

ALL UNITS ARE UNITED STATES SURVEY FOOT, UNLESS NOTED OTHERWISE.

"ALL LEASE AND TRACT INFORMATION SHOWN HERE ON IS DONE SO BY LIMITED DEED RECORD INFORMATION ONLY. ALL ACREAGE SHOWN ARE BY DEED AND LEASE CALL EXCEPT WHERE NOTED. THIS IS NOT IN ANY WAY A "BOUNDARY SURVEY."

ELEVATIONS SHOWN IN LINE TABLES REPRESENT THE ELEVATION AT THE END OF THAT LINE SEGMENT IN THE DIRECTION FROM PREVIOUS POINT.

CONTRACTOR SHALL BE RESPONSIBLE FOR LOCATING ALL UNDERGROUND UTILITIES PRIOR TO CONSTRUCTION.

ALL NAD27 COORDINATES WERE DERIVED USING THE NADCON CONVERSION MODEL.

State Sky Hook 57-T2-24 Pad A Well:
State Sky Hook 57-T2-24 W107H, State Sky Hook 57-T2-24 W108H
State Sky Hook 57-T2-24 W109H, State Sky Hook 57-T2-24 W111H
State Sky Hook 57-T2-24 W110H, State Sky Hook 57-T2-24 W109H

Location Lat/Long (NAD83): 31.83878042, 103.91164568
Line Lat/Long (NAD83): 31.83806671, 103.90848970

From the intersection of I-20 business and Hwy 285 in Pecos, go North on Hwy 285 for 38.3 miles to the intersection of Hwy 285 and FM 652 in Oria (Lat: 31.82524, Long: 103.90895). Continue on Hwy 285 N for another 1.55 miles (Lat: 31.84410273, Long: 103.92317576). Turn right onto an existing road and travel 0.43 miles (Lat: 31.84822482, Long: 103.91876360). Turn right onto an existing road and travel 0.94 miles (Lat: 31.83806671, Long: 103.90848970). Turn right onto a proposed access easement and travel 0.1 miles to location (Lat: 31.83878042, Long: 103.91164568).



PRELIMINARY, THIS DOCUMENT SHALL NOT BE RECORDED FOR ANY PURPOSE AND SHALL NOT BE USED OR VIEWED OR RELIED UPON AS A FINAL SURVEY DOCUMENT
NOT FOR FILING

REV.	DATE	REVISION MADE
1	10/09/2019	ORIGINAL PLAT
2	10/09/2019	EXTENDED EXPANSION
BPX OPERATING COMPANY		
PROPOSED CLEARING LIMITS & PAD EXPANSION SURVEY STATE SKY HOOK 57-T2-24 PAD A EXPANSION SECTION 24, BLOCK 57-T2, T & P RR CO SURVEY, A-2058 REEVES COUNTY, TEXAS		
SCALE: 1"=100'	CHECKED BY: JWB	APPROVED BY: AM
DATE: 10/09/2019	DRAWN BY: JWB	PROJECT NO.: 1 OF 4

1:10:20



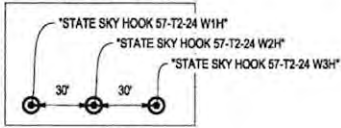
REEVES COUNTY, TEXAS
SECTION 24, BLOCK 57-T2
T. & P. RR. CO. A-2058



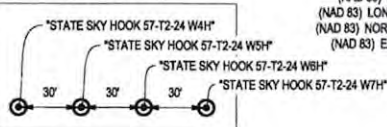
"CLEARING LIMITS" SITE COORDINATES (NAD 83)

REF. #	ELEVATION	LATITUDE	LONGITUDE	NORTHING	EASTING
1	2,857.46'	31.83980372° N	103.91252633° W	10650777.35	1185254.86
2	2,859.22'	31.83788806° N	103.91253526° W	10650080.91	1185229.69
3	2,862.27'	31.83789083° N	103.91407901° W	10650097.34	1184750.55
4	2,862.32'	31.83980649° N	103.91407431° W	10650793.83	1184774.44

INSET "A"
(NOT TO SCALE)



INSET "B"
(NOT TO SCALE)



TOTAL PROPOSED CLEARING LIMIT EXPANSION ACREAGE = 7.68 ACRES

PROPOSED WELL PAD EXPANSION LOCATION ACREAGE (PAD & PITS) = 4.33 ACRES

"PROPOSED WELLS" SITE COORDINATES

WELL NAME	ELEVATION	LATITUDE (NAD 83)	LONGITUDE (NAD 83)	NORTHING (NAD 83)	EASTING (NAD 83)	LATITUDE (NAD 27)	LONGITUDE (NAD 27)	NORTHING (NAD 27)	EASTING (NAD 27)
STATE SKY HOOK 57-T2-24 W1H	2,860.34'	31.83878288° N	103.91322350° W	10650413.14	1185026.54	31.83865969° N	103.91274992° W	807835.48	888565.14
STATE SKY HOOK 57-T2-24 W2H	2,860.10'	31.83878271° N	103.91312690° W	10650412.12	1185056.52	31.83865952° N	103.91265332° W	807834.45	888595.12
STATE SKY HOOK 57-T2-24 W3H	2,859.69'	31.83878254° N	103.91303030° W	10650411.09	1185086.50	31.83865934° N	103.91255673° W	807833.42	888625.11
STATE SKY HOOK 57-T2-24 W4H	2,858.11'	31.83878155° N	103.91248229° W	10650405.25	1185256.59	31.83865536° N	103.91200874° W	807827.59	888795.19
STATE SKY HOOK 57-T2-24 W5H	2,853.83'	31.83878177° N	103.91238629° W	10650404.37	1185288.39	31.83865557° N	103.91191274° W	807826.70	888824.99
STATE SKY HOOK 57-T2-24 W6H	2,854.60'	31.83878159° N	103.91228998° W	10650403.34	1185318.37	31.83865539° N	103.91181615° W	807825.68	888854.97
STATE SKY HOOK 57-T2-24 W7H	2,854.80'	31.83878142° N	103.91219309° W	10650402.32	1185346.36	31.83865522° N	103.91171955° W	807824.65	888884.95

G:\B52-7 (WELL PADS)\B527SV0678_STATE_SKY_HOOK_57-T2-24_PAD_A_EXP\STATE SKY HOOK 57-T2-24 PAD A EXP WSAR.DWG 10/9/2019 9:11:38 AM MF1332

P.O.B. OF CLEARING LIMITS, BEING
N 88°13'43" W - 1,400.24'
FROM THE P.O.C.

P.O.C.
A 2" PIPE, MARKING THE
NORTHEAST CORNER OF
SECTION 24, BLOCK 57-T2.

TBM
(NAD 83) LAT: 31.83961180° N
(NAD 83) LONG: 103.91252186° W
(NAD 83) NORTHING: 10650780.25
(NAD 83) EASTING: 1185296.36
ELEV: 2,857.73'

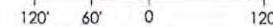
TBM
(NAD 83) LAT: 31.83787813° N
(NAD 83) LONG: 103.91253842° W
(NAD 83) NORTHING: 10650077.31
(NAD 83) EASTING: 1185229.22
ELEV: 2,859.35

ALL NAD27 COORDINATES WERE DERIVED USING THE NADCON CONVERSION MODEL.

**PRELIMINARY, THIS DOCUMENT SHALL NOT BE
RECORDED FOR ANY PURPOSE AND SHALL NOT BE
USED OR VIEWED OR RELIED UPON AS A FINAL
SURVEY DOCUMENT**

NOT FOR FILING

GRAPHIC SCALE IN FEET



GRID NORTH (NAD 83)
TEXAS - CENTRAL ZONE

REV	DATE	REVISION MADE
1	10/9/19	EXTENDED EXPANSION
2	6/28/19	ORIGINAL PLAT
BPF OPERATING COMPANY		
PROPOSED CLEARING LIMITS EXPANSION SURVEY STATE SKY HOOK 57-T2-24 PAD A EXPANSION SECTION 24, BLOCK 57-T2, T. & P. RR. CO. SURVEY, A-2058 REEVES COUNTY, TEXAS		
SCALE AS SHOWN	CHECKED BY: JWH	APPROVED BY: MM
DATE: 10/09/2019	DRAWN BY: MJB	SHEET NO: 2 OF 4

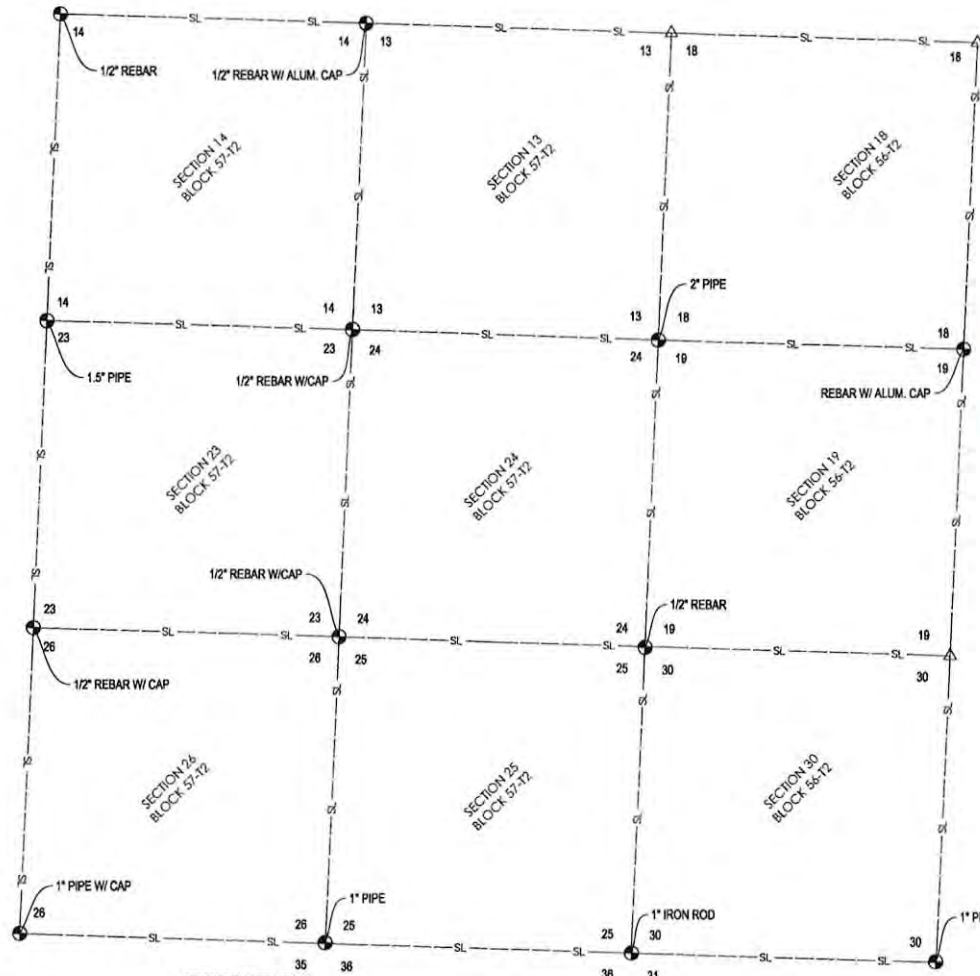
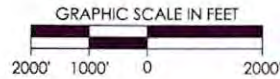
11020



1000 Ledgekawn Dr.
Conway, Arkansas 72034
501.328.3316 f 501.328.3325 f
www.craftontull.com

REEVES COUNTY, TEXAS

ALL NAD27 COORDINATES WERE DERIVED USING THE NADCON CONVERSION MODEL.



- LEGEND**
- CL OF PROPOSED PIPELINE ROUTE
 - SECTION LINE
 - EXISTING PIPELINE ROUTE
 - OVERHEAD ELECTRIC
 - FENCE
 - EDGE OF PROPOSED ACCESS EASEMENT
 - CL OF PROPOSED ACCESS EASEMENT
 - EDGE OF EXISTING ROAD
 - PROPERTY LINE
 - PROPOSED CLEARING LIMITS
 - PROPOSED WELL & FACILITY PAD
 - P.O.C.
 - P.O.B.
 - P.O.T.
 - LF
 - POWER POLE
 - PROPOSED WELL LOCATION
 - EXISTING WELL LOCATION
 - FOUND MONUMENT (AS NOTED)
 - CALCULATED CORNER

PRELIMINARY, THIS DOCUMENT SHALL NOT
BE RECORDED FOR ANY PURPOSE AND
SHALL NOT BE USED OR VIEWED OR RELIED
UPON AS A FINAL SURVEY DOCUMENT

NOT FOR FILING

LOCATION	DESCRIPTION	LATITUDE (NAD 83)	LONGITUDE (NAD 83)	NORTHING (NAD 83)	EASTING (NAD 83)	LATITUDE (NAD 27)	LONGITUDE (NAD 27)	NORTHING (NAD 27)	EASTING (NAD 27)
NW CORNER 57-T2-24	1/2" REBAR W/CAP	31.83984306° N	103.92506555° W	10650917.15	1181383.31	31.83971695° N	103.92459147° W	808339.48	884901.98
NE CORNER 57-T2-24	2" PIPE	31.83980848° N	103.90801743° W	10650734.07	1186654.46	31.83968226° N	103.90754403° W	808156.38	890193.04
SE CORNER 57-T2-24	1/2" REBAR	31.82523398° N	103.90820789° W	10645436.70	1186425.05	31.82510769° N	103.90773466° W	802859.16	889963.54
SE CORNER 57-T2-25	1" IRON ROD	31.81066221° N	103.90840034° W	10640140.37	1186194.91	31.81053584° N	103.90792773° W	797562.99	889733.29
SW CORNER 57-T2-25	1" PIPE	31.81065213° N	103.92541748° W	10640306.97	1180911.23	31.81052590° N	103.92494420° W	797729.61	884449.70
SW CORNER 57-T2-24	1/2" REBAR W/CAP	31.82523737° N	103.92524244° W	10645608.33	1181136.87	31.82511120° N	103.92476878° W	803030.82	884675.44

REV	DATE	REVISION MADE
1	8/28/19	ORIGINAL PLAN
2	10/9/19	EXTENDED EXPANSION
BPX OPERATING COMPANY		
PROPOSED CLEARING LIMITS EXPANSION SURVEY STATE KEY HOOK 57-T2-24 PAD A EXPANSION SECTION 24, BLOCK 57-12, T & P RR CO SURVEY, A-2058 REEVES COUNTY, TEXAS		
SCALE: 1" = 2000' CHECKED BY: JAW APPROVED BY: MBE DATE: 10/09/2019 DRAWN BY: MBE SET NO.: 3 OF 4		

11020



Crafton Tull
surveying

1000 Ledgeview Dr.
Conway, Arkansas 72034
501.328.3316 f 501.328.3325 f
www.craftontull.com

REEVES COUNTY, TEXAS

SECTION 24, BLOCK 57-T2, T & P RR CO. SURVEY, A-2058

"STATE SKY HOOK 57-T2-24 PAD A CLEARING LIMITS EXPANSION"

A METES AND BOUNDS DESCRIPTION OF A 7.68 ACRE CLEARING LIMITS EXPANSION IN, OVER, ACROSS, AND THROUGH A 620 ACRE TRACT, GRANTED TO AGNES CALDWELL BECKHAM, AS RECORDED IN VOLUME 682, PAGE 195, IN SECTION 24, BLOCK 57-T2, REEVES COUNTY, TEXAS, BEING OUT OF ABSTRACT NUMBER 2058, TEXAS AND PACIFIC RAILROAD COMPANY SURVEY, REEVES COUNTY, TEXAS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A 2 INCH PIPE, MARKING THE NORTHEAST CORNER OF A CALLED 620 ACRE TRACT, SECTION 24, BLOCK 57-T2, REEVES COUNTY, TEXAS; THENCE N 88°13'43" W, A DISTANCE OF 1,400.24 FEET TO THE POINT OF BEGINNING OF A 7.68 ACRE CLEARING LIMITS EXPANSION;

THENCE S 02°04'18" W, DISTANCE OF 696.90 FEET TO A POINT;
THENCE N 88°02'09" W, A DISTANCE OF 479.42 FEET TO A POINT;
THENCE N 01°57'51" E, A DISTANCE OF 696.90 FEET TO A POINT;
THENCE S 88°02'09" E, A DISTANCE OF 480.73 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED CLEARING LIMITS EXPANSION HAS A TOTAL AREA OF 344,562 SQUARE FEET OR 7.68 ACRES, MORE OR LESS, SUBJECT TO ALL EASEMENTS AND RIGHTS-OF-WAY OF RECORD.

BASIS OF BEARINGS: TEXAS STATE PLANE GRID, CENTRAL ZONE, NAD83 AS DETERMINED BY GPS OBSERVATION.

ALL DISTANCES ARE GRID DISTANCES BASED ON U.S. SURVEY FEET

PRELIMINARY, THIS DOCUMENT SHALL NOT BE RECORDED FOR ANY PURPOSE
AND SHALL NOT BE USED OR VIEWED OR RELIED UPON AS A FINAL SURVEY
DOCUMENT

NOT FOR FILING

REV	DATE	REVISION MADE
2	12/8/19	EXTENDED EXPANSION
1	6/28/19	ORIGINAL PLAT
BPX OPERATING COMPANY		
PROPOSED CLEARING LIMITS EXPANSION SURVEY STATE SKY HOOK 57-T2-24 PAD A EXPANSION SECTION 24, BLOCK 57-T2, T & P RR CO SURVEY, A-2058 REEVES COUNTY, TEXAS		
SCALE: N/A	CHECKED BY: JWB	APPROVED BY: JWB
DATE: 10/09/2019	DRAWN BY: MJB	SHEET NO.: 4 OF 4

02.01.1

83.

File No. MF065359

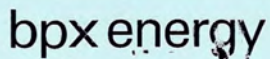
Reeves County

Surface Damage Pmt

Date Filed: 7-2-2021

George P. Bush, Commissioner

By VB



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

PAGE 1 OF 1

03/02/21

X07LH

STATE OF TEXAS GLO
1700 N CONGRESS AVE NO 640
AUSTIN, TX 78701-1495 US

21705972

VENDOR NUMBER: 0069001423

TRACE NUMBER: 2000004322

DOCUMENT NO.	INVOICE DATE	INVOICE NO.	GROSS AMOUNT	DISCOUNT NO.	NET AMOUNT
1900002553 SKY HOOK PAD C 57-2-24 PL, SS Sky Hook Pad C 57-2-24 PL, SS & Power	02/25/21	2021.062	10,450.87		10,450.87
TOTALS			10,450.87		10,450.87

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

IN ORDER TO AFFECT TIMELY INVOICE PAYMENT PLEASE PLACE
YOUR VENDOR NUMBER ON ALL FUTURE INVOICE TO BP.
YOUR VENDOR NUMBER IS 0069001423

DETACH AND RETAIN THIS STUB FOR YOUR RECORDS

CHECK NO. 8005000574 ATTACHED BELOW

bpx energy

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

PAGE 1 OF 1

03/02/21

X07LH

STATE OF TEXAS GLO
1700 N CONGRESS AVE NO 640
AUSTIN, TX 78701-1495 US

21705973

VENDOR NUMBER: 0069001423

TRACE NUMBER: 2000004321

DOCUMENT NO.	INVOICE DATE	INVOICE NO.	GROSS AMOUNT	DISCOUNT NO.	NET AMOUNT
1900002544 SKY HOOK PAD A 57-2-24 PL, SS Sky Hook Pad A 57-2-24 PL, SS & Power	02/25/21	2021.055	16,975.13		16,975.13
TOTALS			16,975.13		X 16,975.13

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

IN ORDER TO AFFECT TIMELY INVOICE PAYMENT PLEASE PLACE
YOUR VENDOR NUMBER ON ALL FUTURE INVOICE TO BP.
YOUR VENDOR NUMBER IS 0069001423

DETACH AND RETAIN THIS STUB FOR YOUR RECORDS

CHECK NO. 8005000573 ATTACHED BELOW

bpx energy

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

PAGE 1 OF 1

03/02/21

X07LH

STATE OF TEXAS GLO
1700 N CONGRESS AVE NO 640
AUSTIN, TX 78701-1495 US

21705973

VENDOR NUMBER: 0069001423

TRACE NUMBER: 2000004321

DOCUMENT NO.	INVOICE DATE	INVOICE NO.	GROSS AMOUNT	DISCOUNT NO.	NET AMOUNT
1900002544 SKY HOOK PAD A 57-2-24 PL, SS Sky Hook Pad A 57-2-24 PL, SS & Power	02/25/21	2021.055	16,975.13		16,975.13
TOTALS			16,975.13		X 16,975.13

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

IN ORDER TO AFFECT TIMELY INVOICE PAYMENT PLEASE PLACE
YOUR VENDOR NUMBER ON ALL FUTURE INVOICE TO BP.
*** YOUR VENDOR NUMBER IS 0069001423

DETACH AND RETAIN THIS STUB FOR YOUR RECORDS

CHECK NO. 8005000573 ATTACHED BELOW

bpx energy

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

62-20
311

CHECK NO. **8005000573**

03/02/21

PAY TO THE
ORDER OF

21705973

STATE OF TEXAS GLO
1700 N CONGRESS AVE NO 640
AUSTIN, TX 78701-1495 US

*****\$16,975.13

NOT VALID AFTER 6 MONTHS

Sixteen thousand nine hundred seventy five and 13/100 Dollars

TRACE NUMBER: 2000004321

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

Laura N. Hersh
Authorized Signature

8005000573

bpx energy

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

PAGE 1 OF 1

03/02/21

X07LH

STATE OF TEXAS GLO
1700 N CONGRESS AVE NO 640
AUSTIN, TX 78701-1495 US

21705972

VENDOR NUMBER: 0069001423

TRACE NUMBER: 2000004322

DOCUMENT NO.	INVOICE DATE	INVOICE NO.	GROSS AMOUNT	DISCOUNT NO.	NET AMOUNT
1900002553 SKY HOOK PAD C 57-2-24 PL, SS Sky Hook Pad C 57-2-24 PL, SS & Power	02/25/21	2021.062	10,450.87		10,450.87
TOTALS			10,450.87		10,450.87

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

IN ORDER TO AFFECT TIMELY INVOICE PAYMENT PLEASE PLACE
YOUR VENDOR NUMBER ON ALL FUTURE INVOICE TO BP.
*** YOUR VENDOR NUMBER IS 0069001423

DETACH AND RETAIN THIS STUB FOR YOUR RECORDS

CHECK NO. 8005000574 ATTACHED BELOW

bpx energy

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

62-20
311

CHECK NO. **8005000574**

03/02/21

PAY TO THE
ORDER OF

21705972

STATE OF TEXAS GLO
1700 N CONGRESS AVE NO 640
AUSTIN, TX 78701-1495 US

*****\$10,450.87

NOT VALID AFTER 6 MONTHS

Ten thousand four hundred fifty and 87/100 Dollars

TRACE NUMBER: 2000004322

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

Laura H. Hersh

Authorized Signature

800 5000 574



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

March 3, 2021

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

RE: **Surface Damages**
Sky Hook 57-T2-24 Pad A Pipeline & Power Line Well Connect
Section 24, Block 57, Twp 2
Reeves County, Texas

Dear Texas General Land Office,

Enclosed herein, please find **Check No. 8005000573** in the amount of **\$16,975.13** for a water, oil and gas pipelines; power line and surface site for the subject line well pad pipeline connect. The enclosed check covers payment for the pipeline and power line well connect, which is outlined below:

Pipeline (1 – gas; 1 – oil; 1 – water):	55.27 rods x \$450/rod	=	\$24,817.50
Power Line:	61.05 rods x \$75/rod	=	\$4,578.75
Surface Site:	Flat Fee	=	\$4,500.00
Total Consideration:		=	\$33,950.25
Total paid to Agent of the State:	(\$33,950.25 x 0.50)	=	\$16,975.12
Total paid to the State of Texas:	(\$33,950.25 x 0.50)	=	<u>\$16,975.13</u>



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

Respectfully,

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



EXHIBIT "A", PAGE 1 OF 4
CENTERLINE DESCRIPTION FOR A 30' WIDE EASEMENT & A
CENTERLINE DESCRIPTIONS FOR SIX GUY ANCHORS

AGNES CALDWELL BECKHAM ESTATE, ET AL

CENTERLINE DESCRIPTIONS FOR A PROPOSED POWERLINE AND SIX GUY ANCHORS IN, OVER, ACROSS, AND THROUGH A 620 ACRE TRACT RECORDED IN VOLUME 682, PAGE 195, REEVES COUNTY, TEXAS DEED RECORDS, BEING OUT OF ABSTRACT NUMBER 2058, J. U. DEVANEY, ORIGINAL GRANTEE, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

"STATE SKYHOOK PAD A" POWERLINE

COMMENCING AT A 1/2 INCH REBAR, AT THE NORTHWEST CORNER OF SECTION 24, BLOCK 57-T2, REEVES COUNTY, TEXAS; THENCE S 84°04'13" E A DISTANCE OF 4,294.25 FEET TO THE POINT OF BEGINNING OF A 30' WIDE EASEMENT BEING 15 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE;

THENCE S 88°10'56" E A DISTANCE OF 125.33 FEET TO A POINT;
THENCE N 43°20'53" E A DISTANCE OF 44.46 FEET TO A POINT;
THENCE S 87°24'51" E A DISTANCE OF 355.60 FEET TO A POINT;
THENCE N 64°01'14" E A DISTANCE OF 188.37 FEET TO A POINT;
THENCE N 63°06'00" E A DISTANCE OF 163.77 FEET TO THE POINT OF TERMINATION, SAID POINT BEING S 64°39'26" W A DISTANCE OF 214.08 FEET FROM A 2 INCH PIPE AT THE NORTHEAST CORNER OF SECTION 24, BLOCK 57-T2, REEVES COUNTY, TEXAS.

THE ABOVE DESCRIBED CENTERLINE HAS A TOTAL LENGTH OF 877.53 FEET OR 53.18 RODS AND CONTAINS 0.60 ACRES OF EASEMENT, MORE OR LESS. LESS AND EXCEPT ALL EASEMENTS AND RIGHTS-OF-WAY OF RECORD.

"GUY ANCHOR 1"

COMMENCING AT A 1/2 INCH REBAR, AT THE NORTHWEST CORNER OF SECTION 24, BLOCK 57-T2, REEVES COUNTY, TEXAS; THENCE S 84°04'13" E A DISTANCE OF 4,294.25 FEET TO THE POINT OF BEGINNING OF THE FOLLOWING DESCRIBED CENTERLINE;

THENCE N 88°09'33" W A DISTANCE OF 20.00 FEET TO THE POINT OF TERMINATION, SAID POINT BEING S 75°58'01" W A DISTANCE OF 1,071.86 FEET FROM A 2 INCH PIPE AT THE NORTHEAST CORNER OF SECTION 24, BLOCK 57-T2, REEVES COUNTY, TEXAS.

THE ABOVE DESCRIBED CENTERLINE HAS A TOTAL LENGTH OF 20.00 FEET OR 1.21 RODS, MORE OR LESS. LESS AND EXCEPT ALL EASEMENTS AND RIGHTS-OF-WAY OF RECORD.

"GUY ANCHOR 2"

COMMENCING AT A 1/2 INCH REBAR, AT THE NORTHWEST CORNER OF SECTION 24, BLOCK 57-T2, REEVES COUNTY, TEXAS; THENCE S 84°11'13" E A DISTANCE OF 4,419.26 FEET TO THE POINT OF BEGINNING OF THE FOLLOWING DESCRIBED CENTERLINE;

THENCE S 88°14'53" E A DISTANCE OF 20.00 FEET TO THE POINT OF TERMINATION, SAID POINT BEING S 73°08'08" W A DISTANCE OF 913.93 FEET FROM A 2 INCH PIPE AT THE NORTHEAST CORNER OF SECTION 24, BLOCK 57-T2, REEVES COUNTY, TEXAS.

THE ABOVE DESCRIBED CENTERLINE HAS A TOTAL LENGTH OF 20.00 FEET OR 1.21 RODS, MORE OR LESS. LESS AND EXCEPT ALL EASEMENTS AND RIGHTS-OF-WAY OF RECORD.

"GUY ANCHOR 3"

COMMENCING AT A 1/2 INCH REBAR, AT THE NORTHWEST CORNER OF SECTION 24, BLOCK 57-T2, REEVES COUNTY, TEXAS; THENCE S 84°38'28" E A DISTANCE OF 4,446.49 FEET TO THE POINT OF BEGINNING OF THE FOLLOWING DESCRIBED CENTERLINE;

THENCE N 88°16'11" W A DISTANCE OF 20.00 FEET TO THE POINT OF TERMINATION, SAID POINT BEING S 75°19'15" W A DISTANCE OF 913.92 FEET FROM A 2 INCH PIPE AT THE NORTHEAST CORNER OF SECTION 24, BLOCK 57-T2, REEVES COUNTY, TEXAS.

THE ABOVE DESCRIBED CENTERLINE HAS A TOTAL LENGTH OF 20.00 FEET OR 1.21 RODS, MORE OR LESS. LESS AND EXCEPT ALL EASEMENTS AND RIGHTS-OF-WAY OF RECORD.

CONTINUED ON PAGE 2

CONTACT INFORMATION:

Shannon D. Ozment
Crafton Tull (10193715)
1000 Ledgelawn Dr.
Conway, AR 72034



Shannon D. Ozment
9/25/2020



Crafton Tull
surveying

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www.craftontull.com

EXHIBIT "A", PAGE 2 OF 4
CENTERLINE DESCRIPTION FOR A 30' WIDE EASEMENT & A
CENTERLINE DESCRIPTION FOR SIX GUY ANCHORS

AGNES CALDWELL BECKHAM ESTATE, ET AL

CONTINUED FROM PAGE 1

"GUY ANCHOR 4"

COMMENCING AT A 1/2 INCH REBAR, AT THE NORTHWEST CORNER OF SECTION 24, BLOCK 57-T2, REEVES COUNTY, TEXAS; THENCE S 84°50'47" E A DISTANCE OF 4,801.70 FEET TO THE POINT OF BEGINNING OF THE FOLLOWING DESCRIBED CENTERLINE;

THENCE S 64°23'59" W A DISTANCE OF 20.00 FEET TO THE POINT OF TERMINATION, SAID POINT BEING S 64°00'32" W A DISTANCE OF 586.18 FEET FROM A 2 INCH PIPE AT THE NORTHEAST CORNER OF SECTION 24, BLOCK 57-T2, REEVES COUNTY, TEXAS.

THE ABOVE DESCRIBED CENTERLINE HAS A TOTAL LENGTH OF 20.00 FEET OR 1.21 RODS, MORE OR LESS. LESS AND EXCEPT ALL EASEMENTS AND RIGHTS-OF-WAY OF RECORD.

"GUY ANCHOR 5"

COMMENCING AT A 1/2 INCH REBAR, AT THE NORTHWEST CORNER OF SECTION 24, BLOCK 57-T2, REEVES COUNTY, TEXAS; THENCE S 84°50'47" E A DISTANCE OF 4,801.70 FEET TO THE POINT OF BEGINNING OF THE FOLLOWING DESCRIBED CENTERLINE;

THENCE S 87°39'26" E A DISTANCE OF 20.00 FEET TO THE POINT OF TERMINATION, SAID POINT BEING S 63°00'12" W A DISTANCE OF 548.66 FEET FROM A 2 INCH PIPE AT THE NORTHEAST CORNER OF SECTION 24, BLOCK 57-T2, REEVES COUNTY, TEXAS.

THE ABOVE DESCRIBED CENTERLINE HAS A TOTAL LENGTH OF 20.00 FEET OR 1.21 RODS, MORE OR LESS. LESS AND EXCEPT ALL EASEMENTS AND RIGHTS-OF-WAY OF RECORD.

"GUY ANCHOR 6"

COMMENCING AT A 1/2 INCH REBAR, AT THE NORTHWEST CORNER OF SECTION 24, BLOCK 57-T2, REEVES COUNTY, TEXAS; THENCE S 86°54'55" E A DISTANCE OF 5,105.07 FEET TO THE POINT OF BEGINNING OF THE FOLLOWING DESCRIBED CENTERLINE;

THENCE N 62°18'03" E A DISTANCE OF 30.00 FEET TO THE POINT OF TERMINATION, SAID POINT BEING S 65°02'28" W A DISTANCE OF 184.10 FEET FROM A 2 INCH PIPE AT THE NORTHEAST CORNER OF SECTION 24, BLOCK 57-T2, REEVES COUNTY, TEXAS.

THE ABOVE DESCRIBED CENTERLINE HAS A TOTAL LENGTH OF 30.00 FEET OR 1.82 RODS, MORE OR LESS. LESS AND EXCEPT ALL EASEMENTS AND RIGHTS-OF-WAY OF RECORD.

THE SEVEN ABOVE DESCRIBED CENTERLINES HAVE A COMBINED TOTAL LENGTH OF 1,007.53 FEET OR 61.05 RODS AND CONTAINS 0.60 ACRES OF EASEMENT, MORE OR LESS. LESS AND EXCEPT ALL EASEMENTS AND RIGHTS-OF-WAY OF RECORD.

BASIS OF BEARINGS: TEXAS STATE PLANE GRID, CENTRAL ZONE, NAD83 AS DETERMINED BY GPS OBSERVATION.

ALL DISTANCES ARE GRID DISTANCES BASED ON U.S. SURVEY FEET

THIS LEGAL DESCRIPTION ACCOMPANIES A SKETCH PREPARED FOR THIS TRACT OF LAND.



Crafton Tull
surveying

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www.craftontull.com

CONTACT INFORMATION:

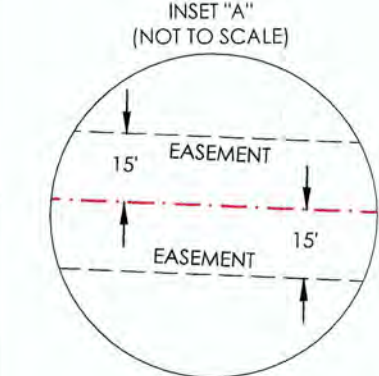
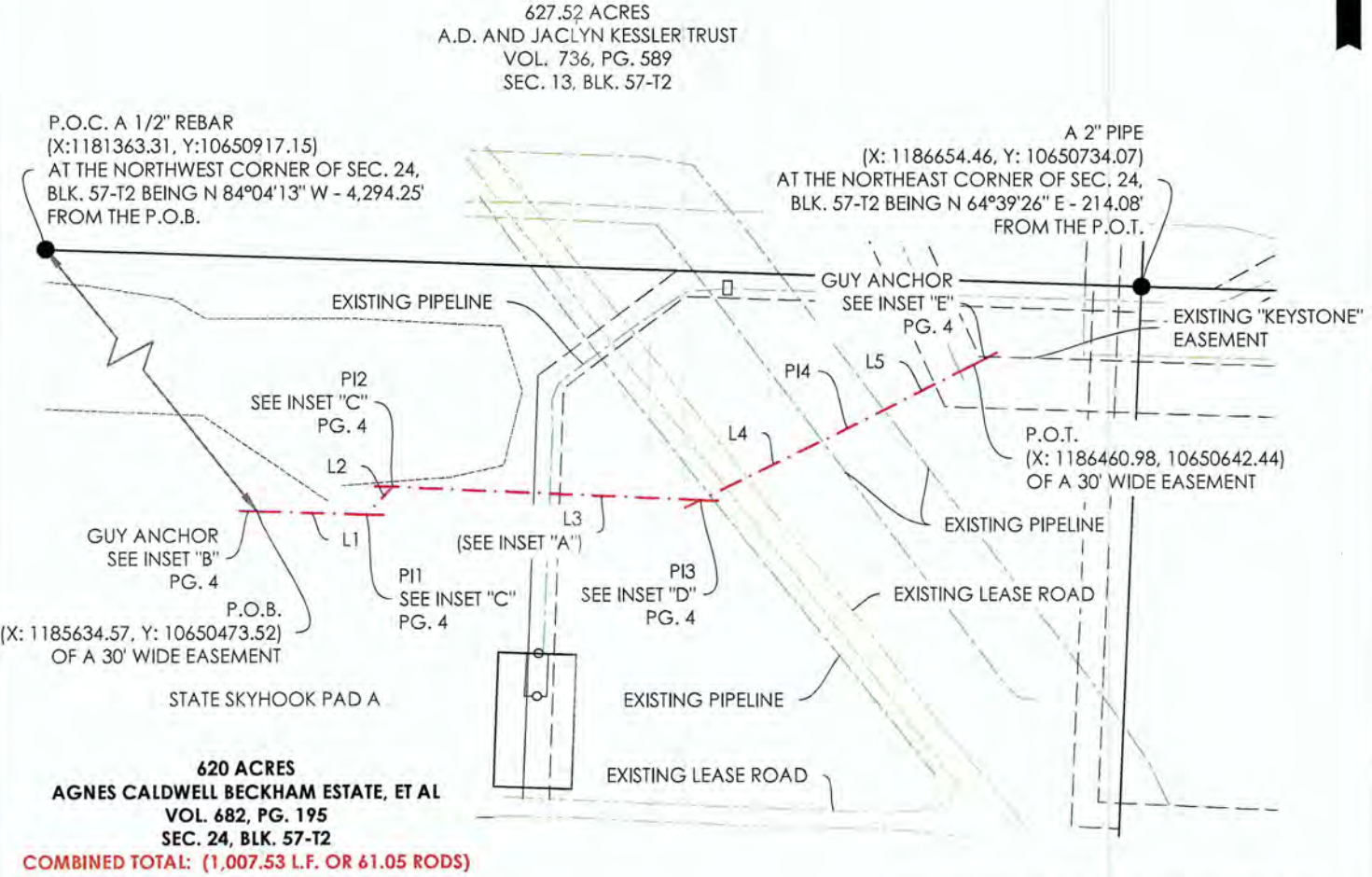
Shannon D. Ozment
Crafton Tull (10193715)
1000 Ledgelawn Dr.
Conway, AR 72034



Shannon D. Ozment
9/25/2020

LEGEND

- CL OF PROPOSED POWERLINE EASEMENT
- EXISTING PIPELINE ROUTE
- FENCE
- P.O.C. POINT OF COMMENCEMENT
- P.O.B. POINT OF BEGINNING
- P.O.T. POINT OF TERMINATION
- OHE OVERHEAD ELECTRIC
- LF LINEAR FEET
- POWER POLE
- TELEPHONE RISER
- FOUND MONUMENT (AS NOTED)
- PROPOSED POWER POLE



GENERAL NOTES

- THE LOCATIONS OF UNDERGROUND UTILITIES AS SHOWN HEREON ARE BASED ON REASONABLE VISUAL OBSERVATION. LOCATIONS OF UNDERGROUND UTILITIES/ STRUCTURES MAY VARY FROM LOCATIONS SHOWN HEREIN. ADDITIONAL BURIED UTILITIES/ STRUCTURES MAY BE ENCOUNTERED. NO EXCAVATIONS WERE MADE DURING THE PROGRESS OF THIS SURVEY TO LOCATE BURIED UTILITIES/ STRUCTURES. BEFORE EXCAVATIONS ARE BEGUN, THE OFFICES OF THE VARIOUS UTILITIES SERVICING THIS AREA SHOULD BE CONTACTED FOR THEIR UTILITY LOCATION.
- BASIS OF BEARINGS: TEXAS STATE PLANE GRID, CENTRAL ZONE, NAD83 AS DETERMINED BY GPS OBSERVATION.
- VERTICAL DATUM IS NAVD 88
- AREAS, DISTANCES, AND COORDINATES ARE "GRID" BASED ON U.S. SURVEY FEET.
- THIS PLAT DOES NOT REPRESENT A BOUNDARY SURVEY.



Shannon D. Ozment
9/25/2020

CONTACT INFORMATION: "STATE SKYHOOK PAD A POWERLINE"

Shannon D. Ozment
Crafton Tull (10193715)
1000 LedgeLawn Dr.
Conway, AR 72034

DESCRIPTION	COORDINATES NAD83	
	STATE PLANE TEXAS CENTRAL (2277)	GEOGRAPHIC (4269)
P.O.B.	N : 10650473.52 E : 1185634.57	LAT: 31.83900252° LONG: -103.91127286°
PI 1	N : 10650469.54 E : 1185759.84	LAT: 31.83900267° LONG: -103.91086929°
PI 2	N : 10650501.87 E : 1185790.36	LAT: 31.83909419° LONG: -103.91077442°
PI 3	N : 10650485.83 E : 1186145.60	LAT: 31.83908150° LONG: -103.90962946°
PI 4	N : 10650568.34 E : 1186314.94	LAT: 31.83932317° LONG: -103.90909300°
P.O.T.	N : 10650642.44 E : 1186460.98	LAT: 31.83953964° LONG: -103.90863063°

NUMBER	BEARING	DISTANCE
L1	S 88°10'56" E	125.33'
L2	N 43°20'53" E	44.46'
L3	S 87°24'51" E	355.60'
L4	N 64°01'14" E	188.37'
L5	N 63°06'00" E	163.77'

TOTAL: (877.53 L.F. OR 53.18 RODS)



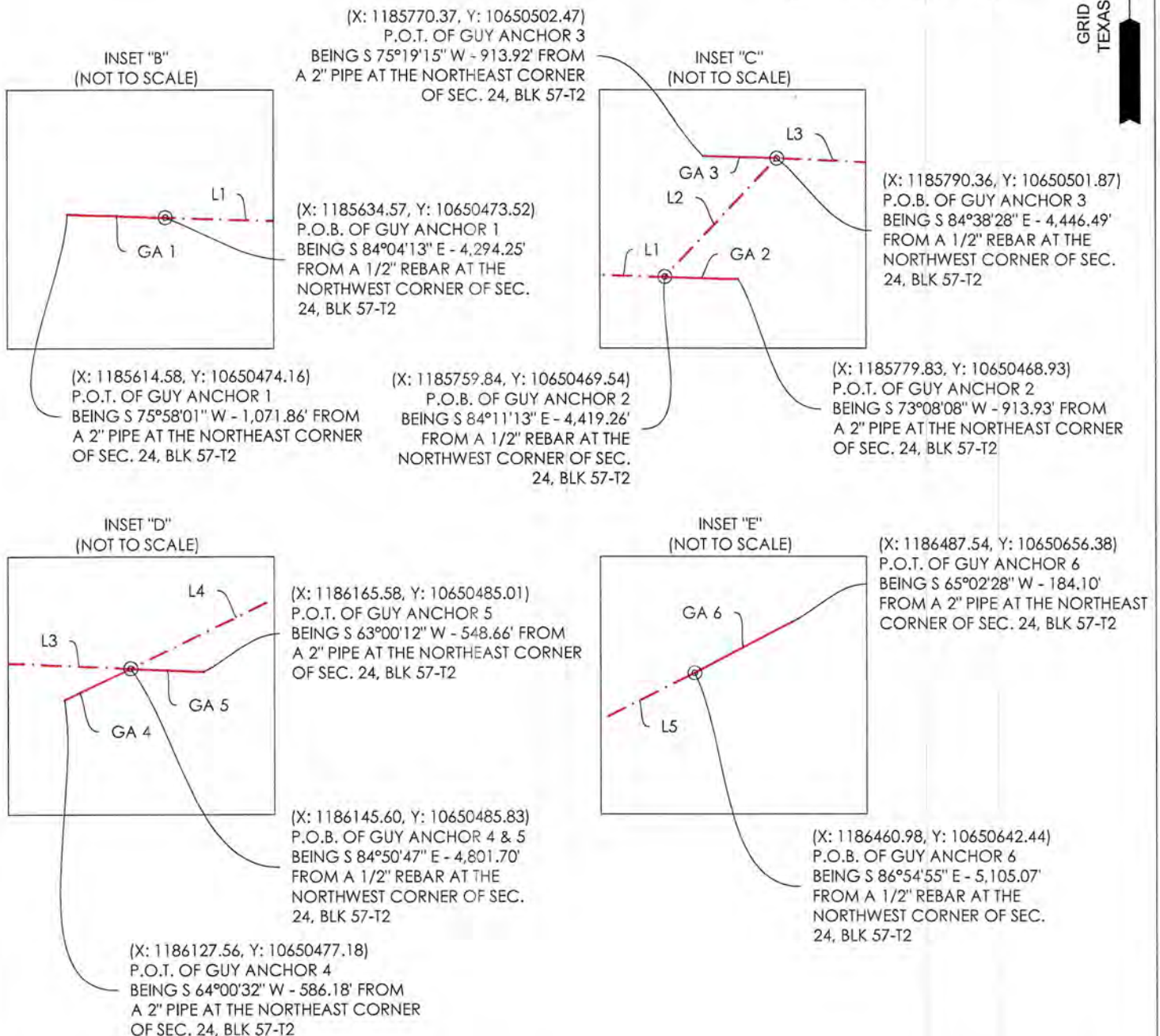
THIS SKETCH ACCOMPANIES A LEGAL DESCRIPTION
PREPARED FOR THIS TRACT OF LAND.

REVISION	bpX energy BPX (PERMIAN) GATHERING LLC, A DELAWARE LIMITED LIABILITY COMPANY		
	"STATE SKYHOOK PAD A" POWERLINE AGNES CALDWELL BECKHAM ESTATE, ET AL FINAL PLAT REEVES COUNTY, TEXAS SEC. 24, BLK 57-T2		
	SCALE: 1" = 200'	CHECKED BY: ALP	APPROVED BY: J.PARKER
	PLOT DATE: 09-25-2020	DRAWN BY: L.DOW	SHEET NO.: 3 OF 4

LEGEND

	CL OF PROPOSED POWERLINE EASEMENT
	EXISTING PIPELINE ROUTE
	FENCE
	P.O.C.
	P.O.B.
	P.O.T.
	OHE
	LF
	POWER POLE
	TELEPHONE RISER
	FOUND MONUMENT (AS NOTED)
	PROPOSED POWER POLE

GRID NORTH (NAD 83)
TEXAS - CENTRAL ZONE



CONTACT INFORMATION:

Shannon D. Ozment
Crafton Tull (10193715)
1000 Ledgeview Dr.
Conway, AR 72034



GENERAL NOTES

1. THE LOCATIONS OF UNDERGROUND UTILITIES AS SHOWN HEREON ARE BASED ON REASONABLE VISUAL OBSERVATION. LOCATIONS OF UNDERGROUND UTILITIES/ STRUCTURES MAY VARY FROM LOCATIONS SHOWN HEREIN. ADDITIONAL BURIED UTILITIES/ STRUCTURES MAY BE ENCOUNTERED. NO EXCAVATIONS WERE MADE DURING THE PROGRESS OF THIS SURVEY TO LOCATE BURIED UTILITIES/ STRUCTURES. BEFORE EXCAVATIONS ARE BEGUN, THE OFFICES OF THE VARIOUS UTILITIES SERVICING THIS AREA SHOULD BE CONTACTED FOR THEIR UTILITY LOCATION.
2. BASIS OF BEARINGS: TEXAS STATE PLANE GRID, CENTRAL ZONE, NAD83 AS DETERMINED BY GPS OBSERVATION.
3. VERTICAL DATUM IS NAVD 88
4. AREAS, DISTANCES, AND COORDINATES ARE "GRID" BASED ON U.S. SURVEY FEET.
5. THIS PLAT DOES NOT REPRESENT A BOUNDARY SURVEY.

"STATE SKYHOOK PAD A GUY ANCHORS"

NUMBER	BEARING	DISTANCE
GA 1	N 88°09'33" W	20.00'
GA 2	S 88°14'53" E	20.00'
GA 3	N 88°16'11" W	20.00'
GA 4	S 64°23'59" W	20.00'
GA 5	S 87°39'26" E	20.00'
GA 6	N 62°18'03" E	30.00'

TOTAL: (130.00 L.F. OR 7.87 RODS)

THIS SKETCH ACCOMPANIES A LEGAL DESCRIPTION
PREPARED FOR THIS TRACT OF LAND.

REVISION

bpx energy

BPX (PERMIAN) GATHERING LLC,
A DELAWARE LIMITED LIABILITY COMPANY

"STATE SKYHOOK PAD A" POWERLINE
AGNES CALDWELL BECKHAM ESTATE, ET AL
FINAL PLAT
REEVES COUNTY, TEXAS
SEC. 24, BLK 57-T2

SCALE: 1" = 200'

PLOT DATE: 09-25-2020

CHECKED BY:

XX

DRAWN BY:

L.DOW

APPROVED BY:

XX

SHEET NO.: 4 OF 4

EXHIBIT "A", PAGE 1 OF 2

METES AND BOUNDS DESCRIPTION FOR A 155' X 90' SURFACE SITE

AGNES CALDWELL BECKHAM ESTATE, ET AL

"STATE SKYHOOK PAD A 155' X 90' SURFACE SITE"

A METES AND BOUNDS DESCRIPTION OF A 155' X 90' SURFACE SITE BEING OUT OF A 620.00 ACRE TRACT RECORDED IN VOLUME 682, PAGE 195, REEVES COUNTY, TEXAS DEED RECORDS, BEING OUT OF ABSTRACT NUMBER 2058, J.U. DEVANEY, ORIGINAL GRANTEE, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A 1/2 INCH REBAR, AT THE NORTHWEST CORNER OF SECTION 24, BLOCK 57-T2, REEVES COUNTY, TEXAS; THENCE S 82°23'14" E A DISTANCE OF 4,588.79 FEET TO THE POINT OF BEGINNING OF SAID SURFACE SITE;

THENCE S 87°52'57" E A DISTANCE OF 90.00 FEET TO A POINT;
THENCE S 02°07'03" W A DISTANCE OF 155.00 FEET TO A POINT;
THENCE N 87°52'57" W A DISTANCE OF 90.00 FEET TO A POINT;
THENCE N 02°07'03" E A DISTANCE OF 155.00 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED SURFACE SITE HAS A TOTAL AREA OF 13,950.00 SQUARE FEET OR 0.32 ACRES OF EASEMENT, MORE OR LESS. LESS AND EXCEPT ALL EASEMENTS AND RIGHTS-OF-WAY OF RECORD.

BASIS OF BEARINGS: TEXAS STATE PLANE GRID, CENTRAL ZONE, NAD83 AS DETERMINED BY GPS OBSERVATION.

ALL DISTANCES ARE GRID DISTANCES BASED ON U.S. SURVEY FEET

THIS LEGAL DESCRIPTION ACCOMPANIES A SKETCH PREPARED FOR THIS TRACT OF LAND.



Shannon D. Ozment
9/17/2020

CONTACT INFORMATION:

Shannon D. Ozment
Crafton Tull (10193715)
1000 LedgeLawn Dr.
Conway, AR 72034



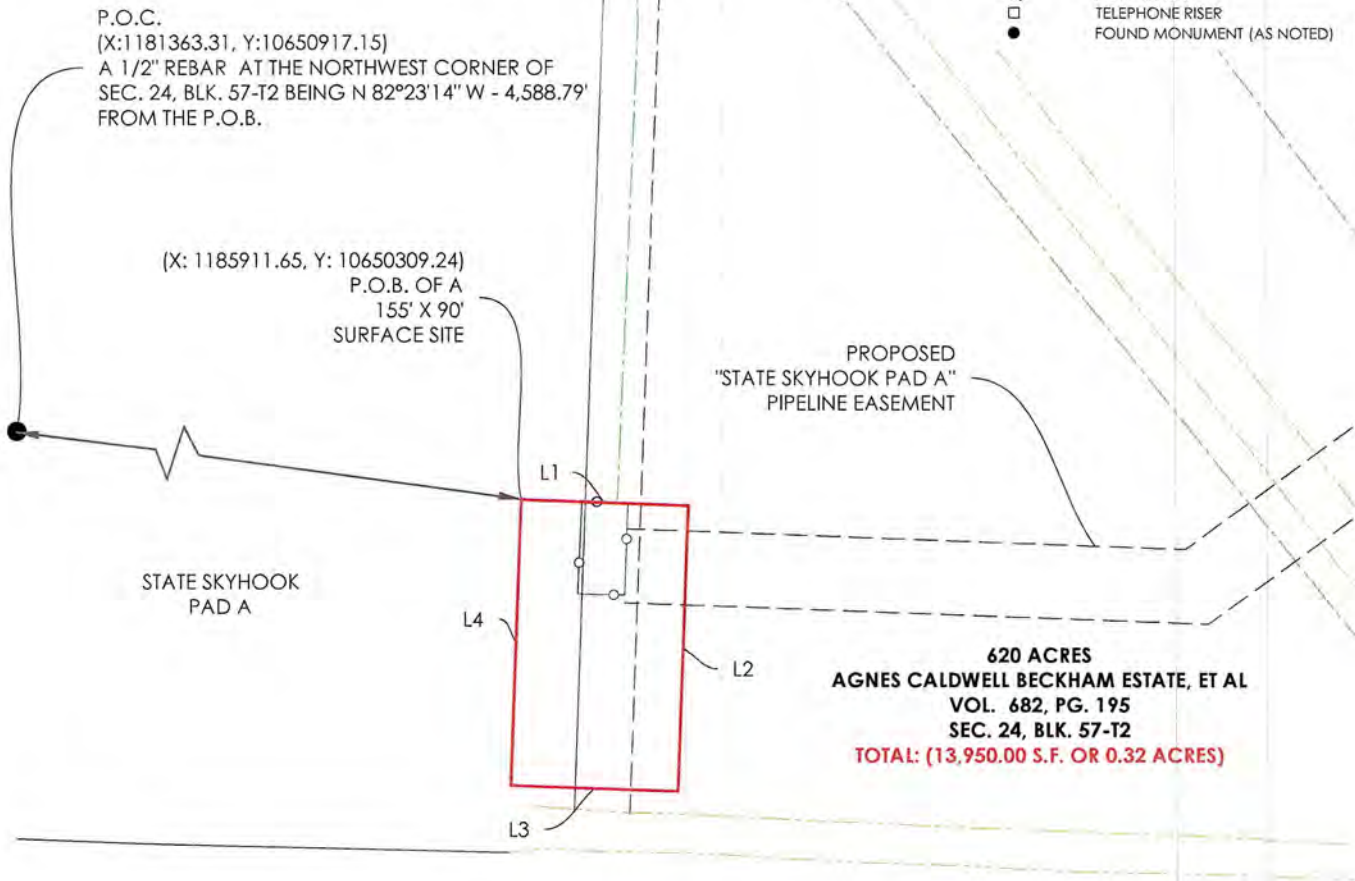
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LEGEND

- SURFACE SITE BOUNDARY
- EXISTING PIPELINE ROUTE
- FENCE
- P.O.C. POINT OF COMMENCEMENT
- P.O.B. POINT OF BEGINNING
- P.O.T. POINT OF TERMINATION
- OHE OVERHEAD ELECTRIC
- LF LINEAR FEET
- POWER POLE
- TELEPHONE RISER
- FOUND MONUMENT (AS NOTED)

GRID NORTH (NAD 83)
TEXAS - CENTRAL ZONE



"STATE SKYHOOK PAD A
155' X 90' SURFACE SITE"

NUMBER	BEARING	DISTANCE
L1	S 87°52'57" E	90.00'
L2	S 02°07'03" W	155.00'
L3	N 87°52'57" W	90.00'
L4	N 02°07'03" E	155.00'

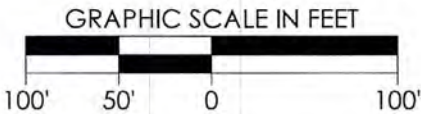
- GENERAL NOTES**
- THE LOCATIONS OF UNDERGROUND UTILITIES AS SHOWN HEREON ARE BASED ON REASONABLE VISUAL OBSERVATION. LOCATIONS OF UNDERGROUND UTILITIES/ STRUCTURES MAY VARY FROM LOCATIONS SHOWN HEREIN. ADDITIONAL BURIED UTILITIES/ STRUCTURES MAY BE ENCOUNTERED. NO EXCAVATIONS WERE MADE DURING THE PROGRESS OF THIS SURVEY TO LOCATE BURIED UTILITIES/ STRUCTURES. BEFORE EXCAVATIONS ARE BEGUN, THE OFFICES OF THE VARIOUS UTILITIES SERVICING THIS AREA SHOULD BE CONTACTED FOR THEIR UTILITY LOCATION.
 - BASIS OF BEARINGS: TEXAS STATE PLANE GRID, CENTRAL ZONE, NAD83 AS DETERMINED BY GPS OBSERVATION.
 - VERTICAL DATUM IS NAVD 88
 - AREAS, DISTANCES, AND COORDINATES ARE "GRID" BASED ON U.S. SURVEY FEET.
 - THIS PLAT DOES NOT REPRESENT A BOUNDARY SURVEY.



CONTACT INFORMATION:

Shannon D. Ozment
Crafton Tull (10193715)
1000 LedgeLawn Dr.
Conway, AR 72034

THIS SKETCH ACCOMPANIES A LEGAL DESCRIPTION
PREPARED FOR THIS TRACT OF LAND.



REVISION		bpx energy BPX MIDSTREAM LLC		
1	ENTITY NAME (04-27-20)	"STATE SKYHOOK PAD A 155' X 90' SURFACE SITE" AGNES CALDWELL BECKHAM ESTATE, ET AL FINAL PLAT REEVES COUNTY, TEXAS SEC. 24, BLK 57-T2		
2	SITE DIMENSIONS(09/17/20)			
		SCALE: 1" = 100'	CHECKED BY: J. PARKER	APPROVED BY: SO
		PLOT DATE: 09-17-2020	DRAWN BY: ALP	SHEET NO.: 2 OF 2

EXHIBIT "A", PAGE 1 OF 2
CENTERLINE DESCRIPTION FOR A 40' WIDE EASEMENT

AGNES CALDWELL BECKHAM ESTATE, ET AL

"STATE SKYHOOK PAD A"

A CENTERLINE DESCRIPTION OF A PROPOSED PIPELINE IN, OVER, ACROSS, AND THROUGH A 620 ACRE TRACT RECORDED IN VOLUME 682, PAGE 195, REEVES COUNTY, TEXAS DEED RECORDS, BEING OUT OF ABSTRACT NUMBER 2058, J.U. DEVANEY, ORIGINAL GRANTEE, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A 1/2 INCH REBAR, AT THE NORTHWEST CORNER OF SECTION 24, BLOCK 57-T2, REEVES COUNTY, TEXAS; THENCE S 82°02'20" E A DISTANCE OF 4,649.28 FEET TO THE POINT OF BEGINNING OF A 40 FOOT WIDE EASEMENT BEING 20 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE;

THENCE S 87°54'21" E A DISTANCE OF 307.60 FEET TO A POINT;
THENCE N 53°43'51" E A DISTANCE OF 313.48 FEET TO A POINT;
THENCE N 02°19'21" E A DISTANCE OF 290.85 FEET TO THE POINT OF TERMINATION, SAID POINT BEING ALSO BEING N 88°01'06" W A DISTANCE OF 114.82 FEET FROM A 2 INCH PIPE AT THE NORTHEAST CORNER OF SECTION 24, BLOCK 57-T2, REEVES COUNTY, TEXAS.

THE ABOVE DESCRIBED CENTERLINE HAS A TOTAL LENGTH OF 911.93 FEET OR 55.27 RODS AND CONTAINS 0.84 ACRES OF EASEMENT, MORE OR LESS. LESS AND EXCEPT ALL EASEMENTS AND RIGHTS-OF-WAY OF RECORD.

BASIS OF BEARINGS: TEXAS STATE PLANE GRID, CENTRAL ZONE, NAD83 AS DETERMINED BY GPS OBSERVATION.

ALL DISTANCES ARE GRID DISTANCES BASED ON U.S. SURVEY FEET

THIS LEGAL DESCRIPTION ACCOMPANIES A SKETCH PREPARED FOR THIS TRACT OF LAND.



Crafton Tull

surveying

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www.craftontull.com

1000 LedgeLawn Dr.
Conway, Arkansas 72034



Shannon D. Ozment
9/17/2020

CONTACT INFORMATION:

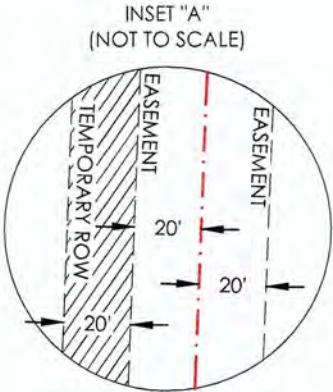
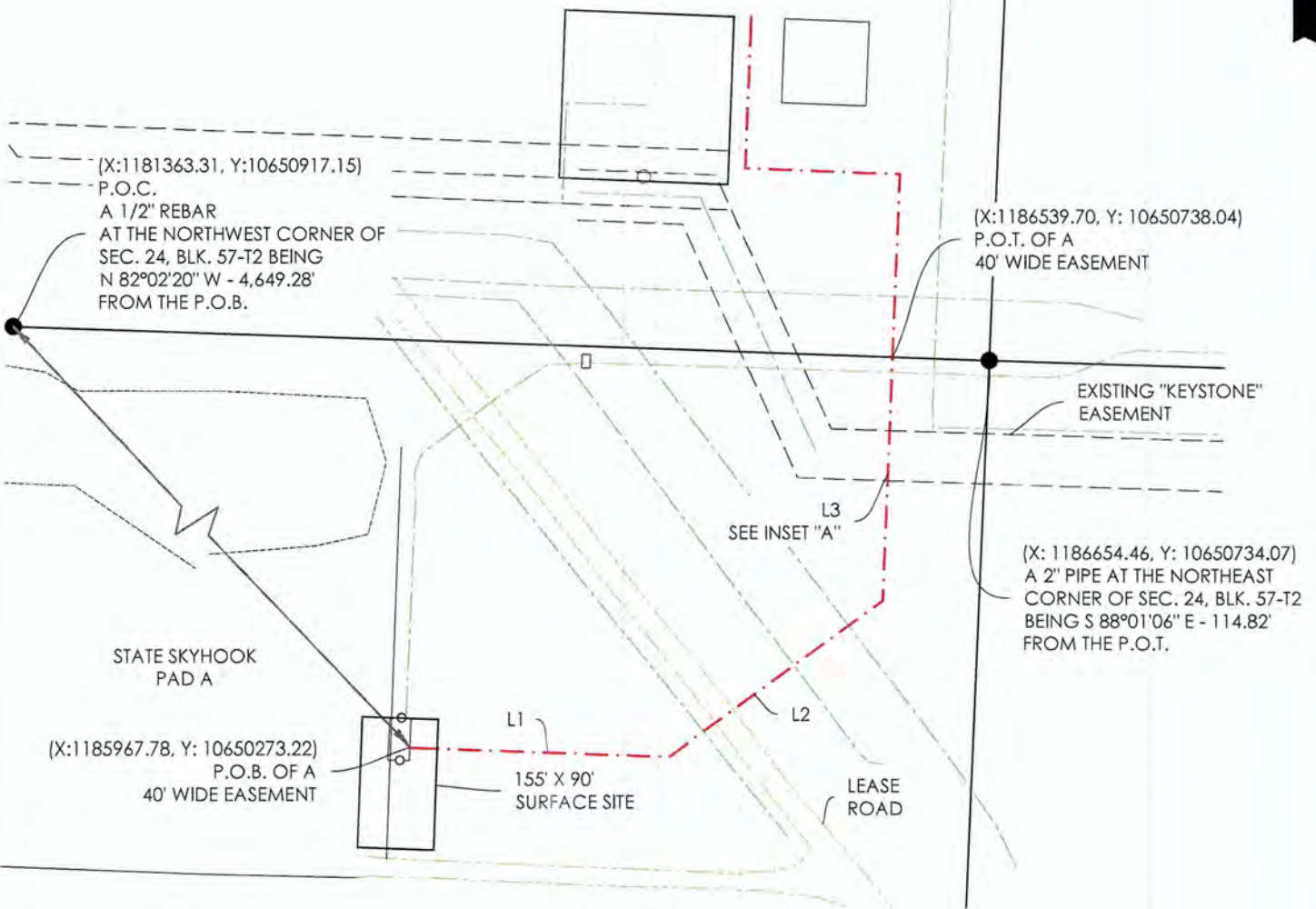
Shannon D. Ozment
Crafton Tull (10193715)
1000 LedgeLawn Dr.
Conway, AR 72034

LEGEND

- CL OF PROPOSED PIPELINE EASEMENT
- EXISTING PIPELINE ROUTE
- FENCE
- P.O.C. POINT OF COMMENCEMENT
- P.O.B. POINT OF BEGINNING
- P.O.T. POINT OF TERMINATION
- OHE OVERHEAD ELECTRIC
- LF LINEAR FEET
- POWER POLE
- TELEPHONE RISER
- FOUND MONUMENT (AS NOTED)

GRID NORTH (NAD 83)
TEXAS - CENTRAL ZONE

627.52 ACRES
A.D. AND JACLYN KESSLER TRUST
VOL. 736, PG. 589



620 ACRES
AGNES CALDWELL BECKHAM
ESTATE, ET AL
VOL. 682, PG. 195
SEC. 24, BLK. 57-T2
TOTAL: (911.93 L.F. OR 55.27 RODS)



Shannon D. Ozment
9/17/2020

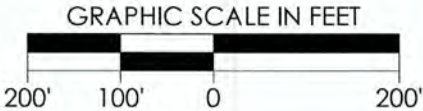
CONTACT INFORMATION:
Shannon D. Ozment
Crafton Tull (10193715)
1000 LedgeLawn Dr.
Conway, AR 72034

"STATE SKYHOOK PAD A"

NUMBER	BEARING	DISTANCE
L1	S 87°54'21" E	307.60'
L2	N 53°43'51" E	313.48'
L3	N 02°19'21" E	290.85'

- GENERAL NOTES**
- THE LOCATIONS OF UNDERGROUND UTILITIES AS SHOWN HEREON ARE BASED ON REASONABLE VISUAL OBSERVATION. LOCATIONS OF UNDERGROUND UTILITIES/ STRUCTURES MAY VARY FROM LOCATIONS SHOWN HEREIN. ADDITIONAL BURIED UTILITIES/ STRUCTURES MAY BE ENCOUNTERED. NO EXCAVATIONS WERE MADE DURING THE PROGRESS OF THIS SURVEY TO LOCATE BURIED UTILITIES/ STRUCTURES. BEFORE EXCAVATIONS ARE BEGUN, THE OFFICES OF THE VARIOUS UTILITIES SERVICING THIS AREA SHOULD BE CONTACTED FOR THEIR UTILITY LOCATION.
 - BASIS OF BEARINGS: TEXAS STATE PLANE GRID, CENTRAL ZONE, NAD83 AS DETERMINED BY GPS OBSERVATION.
 - VERTICAL DATUM IS NAVD 88
 - AREAS, DISTANCES, AND COORDINATES ARE "GRID" BASED ON U.S. SURVEY FEET.
 - THIS PLAT DOES NOT REPRESENT A BOUNDARY SURVEY.

THIS SKETCH ACCOMPANIES A LEGAL DESCRIPTION
PREPARED FOR THIS TRACT OF LAND.



REVISION		bpx energy BPX MIDSTREAM LLC		
1	REROUTE (04-22-20)	"STATE SKYHOOK PAD A" AGNES CALDWELL BECKHAM ESTATE, ET AL FINAL PLAT REEVES COUNTY, TEXAS SEC. 24, BLK 57-T2		
2	ENTITY NAME (04-27-20)			
3	SS REV (09-17-20)			
SCALE: 1" = 200'		CHECKED BY: JH	APPROVED BY: KD	
PLOT DATE: 09-17-2020		DRAWN BY: FRANS	SHEET NO.: 2 OF 2	



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

March 3, 2021

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

RE: **Surface Damages**
Sky Hook 57-T2-24 Pad C Pipeline & Power Line Well Connect
Section 24, Block 57, Twp 2
Reeves County, Texas

Dear Texas General Land Office,

Enclosed herein, please find **Check No. 8005000574** in the amount of **\$10,450.87** for a water, oil and gas pipelines; power line and surface site for the subject line well pad pipeline connect. The enclosed check covers payment for the pipeline and power line well connect, which is outlined below:

Pipeline (1 – gas; 1 – oil; 1 – water):	24.26 rods x \$450/rod	=	\$10,917.00
Power Line:	73.13 rods x \$75/rod	=	\$5,484.75
Surface Site:	Flat Fee	=	\$4,500.00
Total Consideration:		=	\$20,901.75
Total paid to Agent of the State:	(\$20,901.75 x 0.50)	=	\$10,450.88
Total paid to the State of Texas:	(\$20,901.75 x 0.50)	=	<u>\$10,450.87</u>



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



Respectfully,

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

EXHIBIT "A", PAGE 1 OF 2
CENTERLINE DESCRIPTION FOR A 40' WIDE EASEMENT

AGNES CALDWELL BECKHAM ESTATE, ET AL

"STATE SKYHOOK PAD C"

A CENTERLINE DESCRIPTION OF A PROPOSED PIPELINE IN, OVER, ACROSS, AND THROUGH A 620 ACRE TRACT RECORDED IN VOLUME 682, PAGE 195, REEVES COUNTY, TEXAS DEED RECORDS, BEING OUT OF ABSTRACT NUMBER 2058, J.U. DEVANEY, ORIGINAL GRANTEE, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A 2 INCH PIPE, AT THE NORTHEAST CORNER OF SECTION 24, BLOCK 57-T2, REEVES COUNTY, TEXAS; THENCE S 89°21'48" W A DISTANCE OF 4,770.77 FEET TO THE POINT OF BEGINNING OF A 40 FOOT WIDE EASEMENT BEING 20 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE;

THENCE N 88°01'05" W A DISTANCE OF 182.29 FEET TO A POINT;
THENCE N 01°58'55" E A DISTANCE OF 217.94 FEET TO THE POINT OF TERMINATION, SAID POINT BEING S 88°01'06" E A DISTANCE OF 346.24 FEET FROM A 1/2 INCH REBAR WITH CAP AT THE NORTHWEST CORNER OF SECTION 24, BLOCK 57-T2, REEVES COUNTY, TEXAS.

THE ABOVE DESCRIBED CENTERLINE HAS A TOTAL LENGTH OF 400.23 FEET OR 24.26 RODS AND CONTAINS 0.37 ACRES OF EASEMENT, MORE OR LESS. LESS AND EXCEPT ALL EASEMENTS AND RIGHTS-OF-WAY OF RECORD.

BASIS OF BEARINGS: TEXAS STATE PLANE GRID, CENTRAL ZONE, NAD83 AS DETERMINED BY GPS OBSERVATION.

ALL DISTANCES ARE GRID DISTANCES BASED ON U.S. SURVEY FEET

THIS LEGAL DESCRIPTION ACCOMPANIES A SKETCH PREPARED FOR THIS TRACT OF LAND.



CONTACT INFORMATION:

Shannon D. Ozment
Crafton Tull (10193715)
1000 LedgeLawn Dr.
Conway, AR 72034

1000 LedgeLawn Dr.
Conway, Arkansas 72034

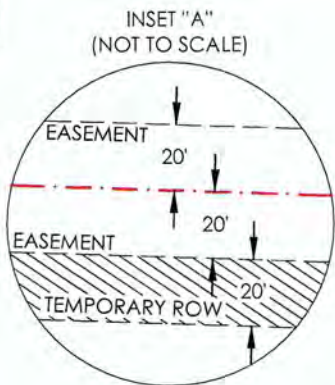
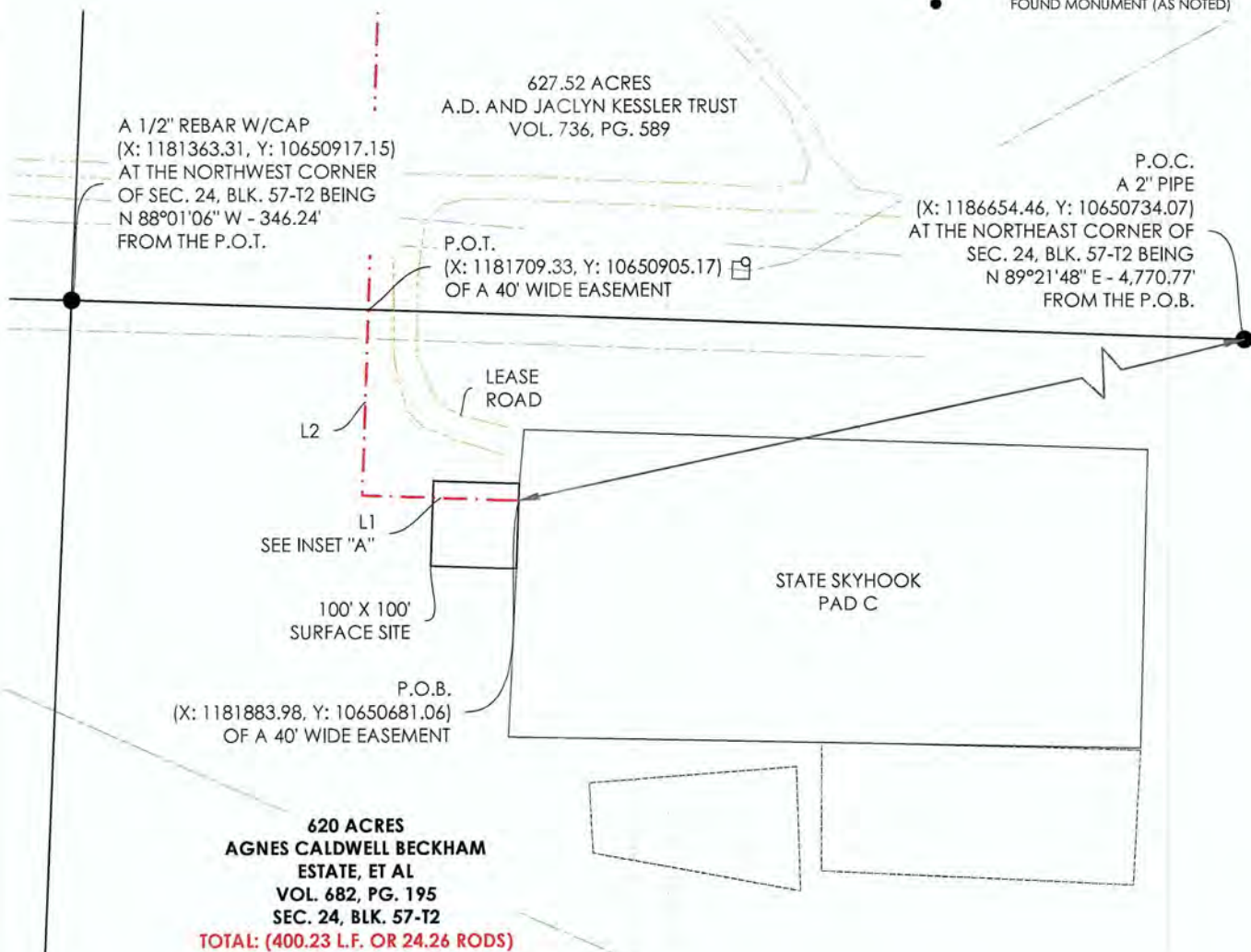


501.328.3316 f 501.328.3325 f
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LEGEND

- CL OF PROPOSED PIPELINE EASEMENT
- EXISTING PIPELINE ROUTE
- FENCE
- P.O.C. POINT OF COMMENCEMENT
- P.O.B. POINT OF BEGINNING
- P.O.T. POINT OF TERMINATION
- OHE OVERHEAD ELECTRIC
- LF LINEAR FEET
- PP POWER POLE
- TR TELEPHONE RISER
- FM FOUND MONUMENT (AS NOTED)

GRID NORTH (NAD 83)
TEXAS - CENTRAL ZONE



7/14/2020

CONTACT INFORMATION:

Shannon D. Ozment
Crafton Tull (10193715)
1000 Ledgeview Dr.
Conway, AR 72034

"STATE SKYHOOK PAD C"

NUMBER	BEARING	DISTANCE
L1	N 88°01'05" W	182.29'
L2	N 01°58'55" E	217.94'

- GENERAL NOTES**
- THE LOCATIONS OF UNDERGROUND UTILITIES AS SHOWN HEREON ARE BASED ON REASONABLE VISUAL OBSERVATION. LOCATIONS OF UNDERGROUND UTILITIES/ STRUCTURES MAY VARY FROM LOCATIONS SHOWN HEREIN. ADDITIONAL BURIED UTILITIES/ STRUCTURES MAY BE ENCOUNTERED. NO EXCAVATIONS WERE MADE DURING THE PROGRESS OF THIS SURVEY TO LOCATE BURIED UTILITIES/ STRUCTURES. BEFORE EXCAVATIONS ARE BEGUN, THE OFFICES OF THE VARIOUS UTILITIES SERVICING THIS AREA SHOULD BE CONTACTED FOR THEIR UTILITY LOCATION.
 - BASIS OF BEARINGS: TEXAS STATE PLANE GRID, CENTRAL ZONE, NAD83 AS DETERMINED BY GPS OBSERVATION.
 - VERTICAL DATUM IS NAVD 88
 - AREAS, DISTANCES, AND COORDINATES ARE "GRID" BASED ON U.S. SURVEY FEET.
 - THIS PLAT DOES NOT REPRESENT A BOUNDARY SURVEY.

THIS SKETCH ACCOMPANIES A LEGAL DESCRIPTION
PREPARED FOR THIS TRACT OF LAND.



REVISION	bpX energy BPX MIDSTREAM LLC			
	"STATE SKYHOOK PAD C" AGNES CALDWELL BECKHAM ESTATE, ET AL FINAL PLAT REEVES COUNTY, TEXAS SEC. 24, BLK 57-T2			
	SCALE: 1" = 200'	CHECKED BY: JH	APPROVED BY: FRANS	
	PLOT DATE: 07-14-2020	DRAWN BY: KD	SHEET NO.: 2 OF 2	

EXHIBIT "C", PAGE 1 OF 2

METES AND BOUNDS DESCRIPTION FOR A 100' X 100' SURFACE SITE

AGNES CALDWELL BECKHAM ESTATE, ET AL

"STATE SKYHOOK PAD C 100' X 100' SURFACE SITE"

A METES AND BOUNDS DESCRIPTION OF A 100' X 100' SURFACE SITE BEING OUT OF A 620.00 ACRE TRACT RECORDED IN VOLUME 682, PAGE 195, REEVES COUNTY, TEXAS DEED RECORDS, BEING OUT OF ABSTRACT NUMBER 2058, J.U. DEVANEY, ORIGINAL GRANTEE, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A 1/2 INCH REBAR, AT THE NORTHWEST CORNER OF SECTION 24, BLOCK 57-T2, REEVES COUNTY, TEXAS; THENCE S 63°13'32" E A DISTANCE OF 472.04 FEET TO THE POINT OF BEGINNING OF A 100' X 100' SURFACE SITE;

THENCE S 88°01'05" E A DISTANCE OF 100.00 FEET TO A POINT;
THENCE S 01°58'55" W A DISTANCE OF 100.00 FEET TO A POINT;
THENCE N 88°01'05" W A DISTANCE OF 100.00 FEET TO A POINT;
THENCE N 01°58'55" E A DISTANCE OF 100.00 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED SURFACE SITE HAS A TOTAL AREA OF 10,000.00 SQUARE FEET OR 0.23 ACRES OF EASEMENT, MORE OR LESS. LESS AND EXCEPT ALL EASEMENTS AND RIGHTS-OF-WAY OF RECORD.

BASIS OF BEARINGS: TEXAS STATE PLANE GRID, CENTRAL ZONE, NAD83 AS DETERMINED BY GPS OBSERVATION.

ALL DISTANCES ARE GRID DISTANCES BASED ON U.S. SURVEY FEET

THIS LEGAL DESCRIPTION ACCOMPANIES A SKETCH PREPARED FOR THIS TRACT OF LAND.



CONTACT INFORMATION:

Shannon D. Ozment
Crafton Tull (10193715)
1000 LedgeLawn Dr.
Conway, AR 72034

1000 LedgeLawn Dr.
Conway, Arkansas 72034



501.328.3316 f 501.328.3325 f
www.craftontull.com

P.O.C.
A 1/2" REBAR
(X:1181363.31, Y:10650917.15)
AT THE NORTHWEST CORNER OF
SEC. 24, BLK. 57-T2 BEING
N 63°13'32" W - 472.04'
FROM P.O.B.

PROPOSED
"STATE SKYHOOK PAD C"
PIPELINE EASEMENT

P.O.B.
(X: 1181784.73, Y: 10650704.50)
OF A 100' X 100' SURFACE SITE

620 ACRES
AGNES CALDWELL BECKHAM
ESTATE, ET AL
VOL. 682, PG. 195
SEC. 24, BLK. 57-T2
TOTAL: (10,000.00 S.F. OR 0.23 ACRES)

STATE SKYHOOK
PAD C

NUMBER	BEARING	DISTANCE
L1	S 88°01'05" E	100.00'
L2	S 01°58'55" W	100.00'
L3	N 88°01'05" W	100.00'
L4	N 01°58'55" E	100.00'



CONTACT INFORMATION:

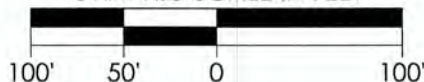
Shannon D. Ozment
Crafton Tull (10193715)
1000 LedgeLawn Dr.
Conway, AR 72034

GENERAL NOTES

1. THE LOCATIONS OF UNDERGROUND UTILITIES AS SHOWN HEREON ARE BASED ON REASONABLE VISUAL OBSERVATION. LOCATIONS OF UNDERGROUND UTILITIES/ STRUCTURES MAY VARY FROM LOCATIONS SHOWN HEREIN. ADDITIONAL BURIED UTILITIES/ STRUCTURES MAY BE ENCOUNTERED. NO EXCAVATIONS WERE MADE DURING THE PROGRESS OF THIS SURVEY TO LOCATE BURIED UTILITIES/ STRUCTURES. BEFORE EXCAVATIONS ARE BEGUN, THE OFFICES OF THE VARIOUS UTILITIES SERVICING THIS AREA SHOULD BE CONTACTED FOR THEIR UTILITY LOCATION.
2. BASIS OF BEARINGS : TEXAS STATE PLANE GRID, CENTRAL ZONE, NAD83 AS DETERMINED BY GPS OBSERVATION.
3. VERTICAL DATUM IS NAVD 88
4. AREAS, DISTANCES, AND COORDINATES ARE "GRID" BASED ON U.S. SURVEY FEET.
5. THIS PLAT DOES NOT REPRESENT A BOUNDARY SURVEY.

THIS SKETCH ACCOMPANIES A LEGAL DESCRIPTION
PREPARED FOR THIS TRACT OF LAND.

GRAPHIC SCALE IN FEET



REVISION		 BPX MIDSTREAM LLC			
		"STATE SKYHOOK PAD C 100' X 100' SURFACE SITE" AGNES CALDWELL BECKHAM ESTATE, ET AL FINAL PLAT REEVES COUNTY, TEXAS SEC. 24, BLK 57-T2			
		SCALE: 1" = 100'	CHECKED BY:	JH	APPROVED BY: J.PARK
		PLOT DATE: 06-01-2020	DRAWN BY:	KD	SHEET NO.: 2 OF 2

EXHIBIT "B", PAGE 1 OF 2
CENTERLINE DESCRIPTION FOR A 30' WIDE EASEMENT

AGNES CALDWELL BECKHAM ESTATE, ET AL

A CENTERLINE DESCRIPTION OF A PROPOSED POWERLINE IN, OVER, ACROSS, AND THROUGH A 620 ACRE TRACT RECORDED IN VOLUME 682, PAGE 195, REEVES COUNTY, TEXAS DEED RECORDS, BEING OUT OF ABSTRACT NUMBER 2058, T & P R.R. CO., ORIGINAL GRANTEE, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

"STATE SKYHOOK PAD C" POWERLINE

COMMENCING AT A 1/2 INCH REBAR, AT THE NORTHWEST CORNER OF SECTION 24, BLOCK 57-T2, REEVES COUNTY, TEXAS; THENCE S 58°36'03" E A DISTANCE OF 1,029.27 FEET TO THE POINT OF BEGINNING OF A 30 FOOT WIDE EASEMENT BEING 15 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE;

THENCE N 88°14'21" W A DISTANCE OF 517.83 FEET TO A POINT;
THENCE N 69°24'21" W A DISTANCE OF 266.20 FEET TO A POINT;
THENCE N 02°04'07" E A DISTANCE OF 422.58 FEET TO THE POINT OF TERMINATION, SAID POINT BEING N 88°01'06" W A DISTANCE OF 5,167.22 FEET FROM A 2 INCH PIPE AT THE NORTHEAST CORNER OF SECTION 24, BLOCK 57-T2, REEVES COUNTY, TEXAS.

THE ABOVE DESCRIBED CENTERLINE HAS A TOTAL LENGTH OF 1,206.61 FEET OR 73.13 RODS AND CONTAINS 0.83 ACRES OF EASEMENT, MORE OR LESS. LESS AND EXCEPT ALL EASEMENTS AND RIGHTS-OF-WAY OF RECORD.

BASIS OF BEARINGS: TEXAS STATE PLANE GRID, CENTRAL ZONE, NAD83 AS DETERMINED BY GPS OBSERVATION.

ALL DISTANCES ARE GRID DISTANCES BASED ON U.S. SURVEY FEET

THIS LEGAL DESCRIPTION ACCOMPANIES A SKETCH PREPARED FOR THIS TRACT OF LAND.



501.328.3316 f 501.328.3325 f
www.craftontull.com

CONTACT INFORMATION:

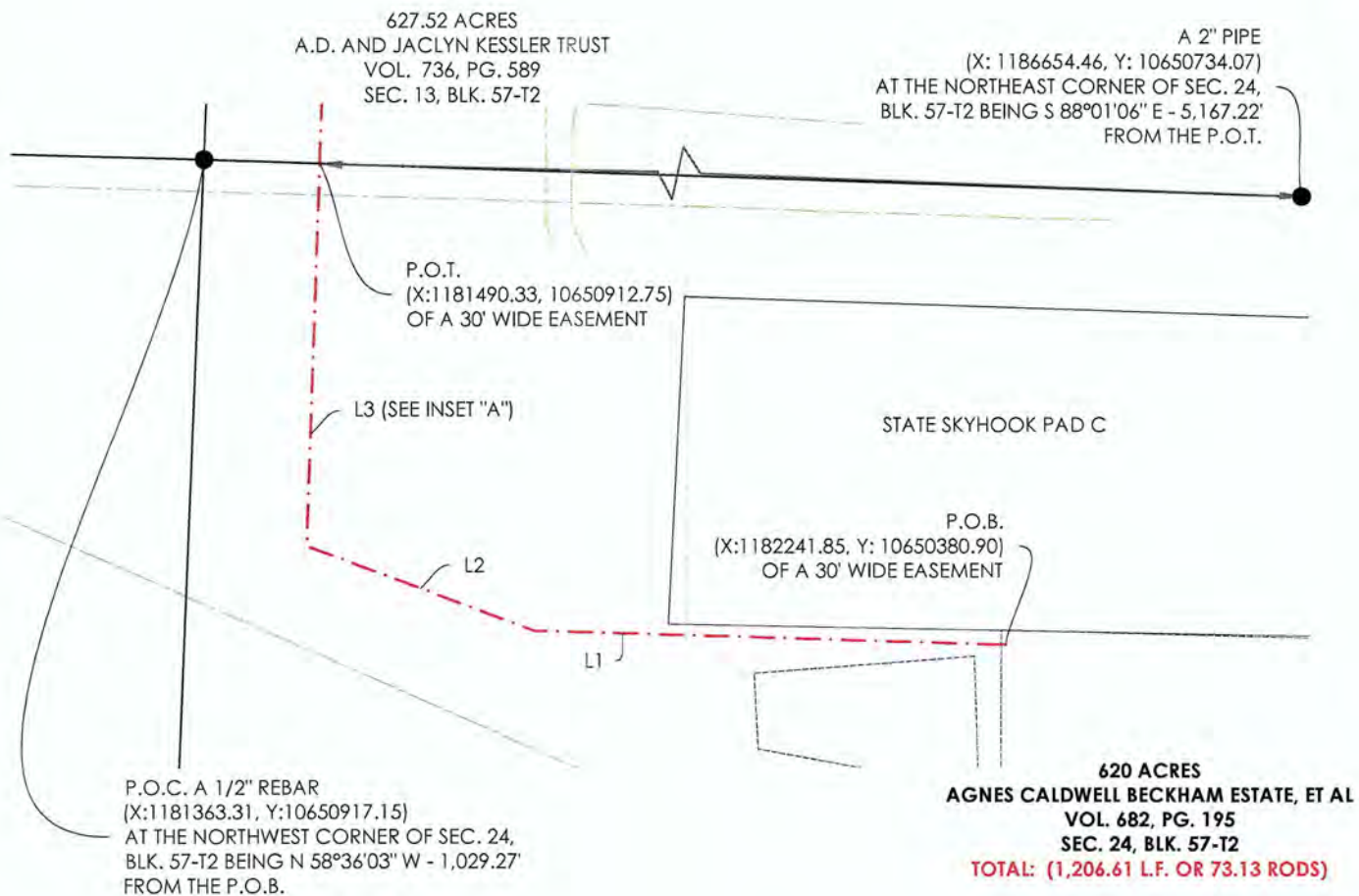
Shannon D. Ozment
Crafton Tull (10193715)
1000 LedgeLawn Dr,
Conway, AR 72034



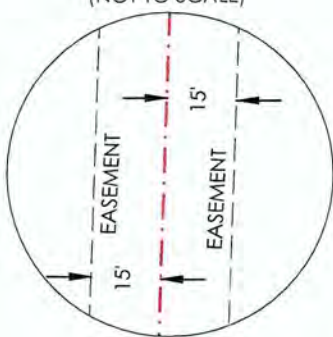
Shannon D. Ozment
6/1/2020

- LEGEND**
- CL OF PROPOSED POWERLINE EASEMENT
 - EXISTING PIPELINE ROUTE
 - FENCE
 - P.O.C. POINT OF COMMENCEMENT
 - P.O.B. POINT OF BEGINNING
 - P.O.T. POINT OF TERMINATION
 - OHE OVERHEAD ELECTRIC
 - LF LINEAR FEET
 - POWER POLE
 - TELEPHONE RISER
 - FOUND MONUMENT (AS NOTED)
 - PROPOSED POWER POLE

GRID NORTH (NAD 83)
TEXAS - CENTRAL ZONE



INSET "A"
(NOT TO SCALE)



"STATE SKYHOOK PAD C"
POWERLINE

NUMBER	BEARING	DISTANCE
L1	N 88°14'21" W	517.83'
L2	N 69°24'21" W	266.20'
L3	N 02°04'07" E	422.58'

TOTAL: (1,206.61 L.F. OR 73.13 RODS)

- GENERAL NOTES**
- THE LOCATIONS OF UNDERGROUND UTILITIES AS SHOWN HEREON ARE BASED ON REASONABLE VISUAL OBSERVATION. LOCATIONS OF UNDERGROUND UTILITIES/ STRUCTURES MAY VARY FROM LOCATIONS SHOWN HEREIN. ADDITIONAL BURIED UTILITIES/ STRUCTURES MAY BE ENCOUNTERED. NO EXCAVATIONS WERE MADE DURING THE PROGRESS OF THIS SURVEY TO LOCATE BURIED UTILITIES/ STRUCTURES. BEFORE EXCAVATIONS ARE BEGUN, THE OFFICES OF THE VARIOUS UTILITIES SERVICING THIS AREA SHOULD BE CONTACTED FOR THEIR UTILITY LOCATION.
 - BASIS OF BEARINGS: TEXAS STATE PLANE GRID, CENTRAL ZONE, NAD83 AS DETERMINED BY GPS OBSERVATION.
 - VERTICAL DATUM IS NAVD 88
 - AREAS, DISTANCES, AND COORDINATES ARE "GRID" BASED ON U.S. SURVEY FEET.
 - THIS PLAT DOES NOT REPRESENT A BOUNDARY SURVEY.



CONTACT INFORMATION:

Shannon D. Ozment
Crafton Tull (10193715)
1000 LedgeLawn Dr.
Conway, AR 72034

THIS SKETCH ACCOMPANIES A LEGAL DESCRIPTION
PREPARED FOR THIS TRACT OF LAND.

GRAPHIC SCALE IN FEET



REVISION

bpx energy

BPX MIDSTREAM LLC

"STATE SKYHOOK PAD C" POWERLINE
AGNES CALDWELL BECKHAM ESTATE, ET AL
FINAL PLAT
REEVES COUNTY, TEXAS
SEC. 24, BLK 57-T2

SCALE: 1" = 200'

PLOT DATE: 06/01/2020

CHECKED BY:

DRAWN BY:

JH

L.DOW

APPROVED BY:

SHEET NO.: 2 OF 2

KD

84

File No. MF 065359

_____ County

Dmg Pmt

Date Filed: 9/15/21

George P. Bush, Commissioner

By ~~JPB~~

W
3
2



Texas General Land Office

Reconciliation Billing

George P. Bush, Commissioner

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

BPX Operating Company
Attn: Patty Burg
Office: WM11 6025-1
15377 Memorial Drive
Houston, TX 77079-4101

Billing Date: 10/24/2022
Billing Due Date: 11/23/2022
Customer Number: C000046383

Invoice	Mineral File	Gas Royalty	Oil Royalty	Penalty	Interest	Total Due
23I00082	MF065359	\$45,481.91	\$0.00	\$4,711.71	\$2,820.15	\$53,013.77
Total Due		\$45,481.91	\$0.00	\$4,711.71	\$2,820.15	\$53,013.77

Penalty and interest have been calculated thru 10/31/2022. Payment remitted after 10/31/2022 will result in additional penalty and interest charges.

NOTICE

- Please update GLO1 and GLO2 production reports to correct volumes.
- Please do not update GLO3 report to include billed royalty, penalty or interest. This receivable has already been recorded.

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

Detach and return with payment

Reconciliation Billing

BPX Operating Company

Billing Date: 10/24/2022

Billing Due Date: 11/23/2022

Customer Number: C000046383

Remit Payment To:

Texas General Land Office

PO Box 12873

Austin, TX 78711-2873

Invoice	Mineral File	Gas Royalty	Oil Royalty	Penalty	Interest	Total Due
23I00082	MF065359	\$45,481.91	\$0.00	\$4,711.71	\$2,820.15	\$53,013.77
Total Due		\$45,481.91	\$0.00	\$4,711.71	\$2,820.15	\$53,013.77
Amt. Paid						

Customer ID: C000046383
 Invoice Number:
 GLO Lease: MF065359
 GLO Review: BPX OPERATING COMPANY
 Review Period: 202009-202108

Category Gas
 Auditor/AE: LBUENTGEN
 Billing Date: 10/14/2022
 P&I Calculation Date: 10/31/2022
 Royalty Rate: 7.8125%

(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)	(11)	(12)	(13)	(14)	(15)
Month / Year	RRC Number	Gas/Oil Volume	Tract Participation Rate	Price	BTU	Gross Value	Royalty Due	Royalty Paid	Additional Royalty Due	Number of Days Late	Interest Rate For Additional Royalty	Penalty Rate From Additional Royalty	Interest Rate From Additional Royalty2	Revenue Due
Sep-20	08-285115	60,918	1	\$1.335	1.159433	\$94,277.26	\$7,365.41	\$0.00	\$7,365.41	715	5.75%	\$736.54	\$761.16	\$8,863.11
Oct-20	08-285115	19,343	1	\$0.630	1.142955	\$13,934.54	\$1,088.64	\$0.00	\$1,088.64	685	5.75%	\$108.86	\$107.36	\$1,304.86
Nov-20	08-285115	(8,462)	1	\$2.165	1.142624	(\$20,930.95)	(\$1,635.23)	\$0.00	(\$1,635.23)	654	4.25%	\$0.00	\$0.00	(\$1,635.23)
Dec-20	08-285115	2,301	1	\$2.436	1.151949	\$6,458.54	\$504.57	\$0.00	\$504.57	623	4.25%	\$50.46	\$33.14	\$588.17
Jan-21	08-285115	29,026	1	\$2.504	1.117462	\$81,231.87	\$6,346.24	\$0.00	\$6,346.24	595	4.25%	\$634.62	\$396.07	\$7,376.93
Feb-21	08-285115	20,089	1	\$2.490	1.15329	\$57,690.25	\$4,507.05	\$0.00	\$4,507.05	564	4.25%	\$450.71	\$265.02	\$5,222.78
Mar-21	08-285115	25,649	1	\$2.354	1.163179	\$70,232.61	\$5,486.92	\$0.00	\$5,486.92	534	4.25%	\$548.69	\$303.47	\$6,339.08
Apr-21	08-285115	16,911	1	\$2.578	1.085077	\$47,310.08	\$3,696.10	\$0.00	\$3,696.10	503	4.25%	\$369.61	\$191.08	\$4,256.79
May-21	08-285115	14,818	1	\$2.829	1.084816	\$45,483.83	\$3,553.42	\$0.00	\$3,553.42	473	4.25%	\$355.34	\$171.29	\$4,080.05
Jun-21	08-285115	14,099	1	\$3.144	1.109393	\$49,177.76	\$3,842.01	\$0.00	\$3,842.01	442	4.25%	\$384.20	\$171.34	\$4,397.55
Jul-21	08-285115	15,483	1	\$3.809	1.120862	\$66,095.22	\$5,163.69	\$0.00	\$5,163.69	411	4.25%	\$516.37	\$211.64	\$5,891.70
Aug-21	08-285115	15,403	1	\$4.110	1.124881	\$71,207.54	\$5,563.09	\$0.00	\$5,563.09	381	4.25%	\$556.31	\$208.58	\$6,327.98
TOTALS		225,579				\$582,168.55	\$45,481.91	\$0.00	\$45,481.91			\$4,711.71	\$2,820.15	\$53,013.77

COMMENTS: SALES VOLUME REPORTED TO GLO COMPARED TO VOLUMES REPORTED TO RRC. RRC VOLUMES REPORTED ARE FROM WELL NUMBEF 08-285115, 08-285126, 08-290408, 08-290425

COLUMN (3) THE BILLING IS FOR THE VOLUMES UNDER REPORTED TO GLO COMPARED TO RRC VOLUMES. THE NEGATIVE VOLUME IN NOV 2020 WAS OVER REPORTED TO GLO AND TAKEN THE CREDIT TO THE BILLING.
 COLUMNS (5) & THE PRICE AND THE BTU IN BILLING IS THE AVERAGE PRICE AND BTU FROM REPORTED GLO2, EXCEPT THE PRICE IN FEB. 2021 WHICH IS FROM WAHU HUB PRICE.
 COLUMNS (12), PLEASE GO TO THIS WEB SITE FOR EXPLANATION OF PENALTY AND INTEREST ASSESSMENTS:
<http://www.glo.texas.gov/energy-business/oil-gas/rrac/forms/penalty-interest-assessment-rules.pdf>

FOR QUESTIONS REGARDING THIS INVOICE PLEASE E-MAIL: Lynn.Buentgen@glo.texas.gov

NOTE 1: PAYMENT OF THIS INVOICE MAY BE MADE BY CHECK OR ACH DEBIT.
 PLEASE REMIT PAYMENT OF THIS INVOICE SEPARATELY FROM REGULAR ROYALTY PAYMENTS.
 WHEN PAYMENT IS REMITTED, PLEASE SEND AN EMAIL TO: accounts.services@glo.texas.gov and Lynn.Buentgen@glo.texas.gov
 NOTING YOUR COMPANY NAME, CUSTOMER ID, INVOICE NUMBER(S) AND AMOUNT OF PAYMENT.

ATTN: Patty Burg Santiago Reyes

85
File No. MF 065359

Recon Billing County

Date Filed: 11/28/2022

George P. Bush, Commissioner

By VP



Texas General Land Office

Reconciliation Billing

George P. Bush, Commissioner

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

BPX Operating Company
Attn: Patty Burg
Office: WM11 6025-1
15377 Memorial Drive
Houston, TX 77079-4101

Billing Date: 10/24/2022
Billing Due Date: 11/23/2022
Customer Number: C000046383

Invoice	Mineral File	Gas Royalty	Oil Royalty	Penalty	Interest	Total Due
23I00083	MF065359	\$0.00	\$146,717.69	\$21,806.67	\$13,276.86	\$181,801.22
Total Due		\$0.00	\$146,717.69	\$21,806.67	\$13,276.86	\$181,801.22

Penalty and interest have been calculated thru 10/31/2022. Payment remitted after 10/31/2022 will result in additional penalty and interest charges.

NOTICE

- Please update GLO1 and GLO2 production reports to correct volumes.
- Please do not update GLO3 report to include billed royalty, penalty or interest. This receivable has already been recorded.

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

Detach and return with payment

Reconciliation Billing

BPX Operating Company

Billing Date: 10/24/2022

Billing Due Date: 11/23/2022

Customer Number: C000046383

Remit Payment To:

Texas General Land Office

PO Box 12873

Austin, TX 78711-2873

Invoice	Mineral File	Gas Royalty	Oil Royalty	Penalty	Interest	Total Due
23I00083	MF065359	\$0.00	\$146,717.69	\$21,806.67	\$13,276.86	\$181,801.22
Total Due		\$0.00	\$146,717.69	\$21,806.67	\$13,276.86	\$181,801.22
Amt. Paid						

Customer ID: C000046383
 Invoice Number:
 GLO Lease: MF065359
 GLO Review: BPX OPERATING COMPANY
 Review Period: 202009-202108

Category Oil
 Auditor/AE: LBUENTGEN
 Billing Date: 10/14/2022
 P&I Calculation Date: 10/31/2022
 Royalty Rate: 7.8125%

(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)	(11)	(12)	(13)	(14)	(15)
Month / Year	RRC Number	Gas/Oil Volume	Tract Participation Rate	Price	BTU	Gross Value	Royalty Due	Royalty Paid	Additional Royalty Due	Number of Days Late	Interest Rate For Additional Royalty	Penalty Rate From Additional Royalty	Interest Rate From Additional Royalty2	Revenue Due
Sep-20	08-285115	12,064	1	\$37.207	1	\$448,867.99	\$35,067.81	\$0.00	\$35,067.81	725	5.75%	\$3,506.78	\$3,679.24	\$42,253.83
Oct-20	08-285115	229	1	\$36.997	1	\$8,465.34	\$661.35	\$0.00	\$661.35	695	5.75%	\$66.14	\$66.26	\$793.75
Nov-20	08-285115	(20,048)	1	\$38.820	1	(\$778,272.97)	(\$60,802.58)	\$0.00	(\$60,802.58)	664	4.25%	\$0.00	\$0.00	(\$60,802.58)
Dec-20	08-285115	(3,025)	1	\$44.623	1	(\$134,994.82)	(\$10,546.47)	\$0.00	(\$10,546.47)	633	4.25%	\$0.00	\$0.00	(\$10,546.47)
Jan-21	08-285115	7,829	1	\$50.645	1	\$396,508.65	\$30,977.24	\$0.00	\$30,977.24	605	4.25%	\$3,097.72	\$1,969.39	\$36,044.35
Feb-21	08-285115	4,486	1	\$58.152	1	\$260,885.01	\$20,381.64	\$0.00	\$20,381.64	574	4.25%	\$2,038.16	\$1,222.20	\$23,642.00
Mar-21	08-285115	6,205	1	\$61.063	1	\$378,900.01	\$29,601.56	\$0.00	\$29,601.56	544	4.25%	\$2,960.16	\$1,671.68	\$34,233.40
Apr-21	08-285115	4,819	1	\$60.457	1	\$291,341.37	\$22,761.04	\$0.00	\$22,761.04	513	4.25%	\$2,276.10	\$1,203.22	\$26,240.36
May-21	08-285115	4,129	1	\$63.041	1	\$260,266.04	\$20,333.28	\$0.00	\$20,333.28	483	4.25%	\$2,033.33	\$1,003.85	\$23,370.46
Jun-21	08-285115	3,620	1	\$69.247	1	\$250,651.33	\$19,582.14	\$0.00	\$19,582.14	452	4.25%	\$1,958.21	\$896.08	\$22,436.43
Jul-21	08-285115	3,583	1	\$70.433	1	\$252,360.31	\$19,715.65	\$0.00	\$19,715.65	421	4.25%	\$1,971.57	\$831.03	\$22,518.25
Aug-21	08-285115	3,653	1	\$66.517	1	\$243,008.41	\$18,985.03	\$0.00	\$18,985.03	391	4.25%	\$1,898.50	\$733.91	\$21,617.44
TOTALS		27,543				\$1,877,886.70	\$146,717.69	\$0.00	\$146,717.69			\$21,806.67	\$13,276.88	\$181,801.22

COMMENTS: SALES VOLUME REPORTED TO GLO COMPARED TO VOLUMES REPORTED TO RRC. RRC VOLUMES REPORTED ARE FROM WELL NUMBERS 08-285115, 08-285126, 08-290408, 08-290425

COLUMN (3) THE BILLING IS FOR THE VOLUMES UNDER REPORTED TO GLO COMPARED TO RRC VOLUMES. THE NEGATIVE VOLUME IN NOV, DEC 2020 WAS OVER REPORTED TO GLO AND TAKEN THE CREDIT TO THE BILLING
 COLUMNS (5) & THE PRICE IN BILLING IS THE AVERAGE PRICE FROM REPORTED GLO.

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

FOR QUESTIONS REGARDING THIS INVOICE PLEASE E-MAIL: Lynn.Buentgen@glo.texas.gov

NOTE 1: PAYMENT OF THIS INVOICE MAY BE MADE BY CHECK OR ACH DEBIT.
 PLEASE REMIT PAYMENT OF THIS INVOICE SEPARATELY FROM REGULAR ROYALTY PAYMENTS.
 WHEN PAYMENT IS REMITTED, PLEASE SEND AN EMAIL TO: accounts.services@glo.texas.gov and Lynn.Buentgen@glo.texas.gov
 NOTING YOUR COMPANY NAME, CUSTOMER ID, INVOICE NUMBER(S) AND AMOUNT OF PAYMENT.

ATTN: Patty Burg Santiago Reyes

File No. MF 065359 86

Recon Billing County

Date Filed: 11/28/2022

George P. Bush, Commissioner
By VJ



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

April 24, 2023

Jared Boren, Advisor Land Negotiator
Anadarko E&P Onshore LLC
5 Greenway Plaza, Ste 110
Houston, TX 77046

item #87

File

Re: Assignment ID # 11304 – MF065359 et al (See Exhibit)
Loving & Reeves Counties

Dear Jared:

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

Assignment and Conveyance, effective November 1, 2022, from BPX Operating Company, Assignor to Anadarko E&P Onshore LLC, Assignee. Filed of record under Document # 2023-0009 and 2023000018.

Filing fees in the amount of \$3,675.00 were received on the referenced assignment.

Please feel free to contact me at (512) 590-9600 or email carl.bonn@glo.texas.gov if you have further questions.

Best Regards,

✓
Carl Bonn, CPL
Mineral Leasing-Energy Resources

Assign ID 11304

GLO Lse #

Loving & Reeves Counties

MF065359

MF088364

MF088676 A et al

MF092207

MF101575

MF111325

MF111343

MF111362

MF111858 A&B

MF112098 A et al

MF112484

MF112764 A et al

MF112986

MF115425 ABCDE

MF115426

MF115565 ABC

MF115586 ABCDE

MF115668 A&B

MF115669

MF115843 A et al

MF115947

MF115968 A & C

MF115985

MF116326 ABC

MF116482 A et al

MF116837 ABC

MF117031 ABC

MF117614

MF117746 A et al

MF118253

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

Texas General Land Office
ASSIGNMENT SUMMARY

For General Land Office Use Only

11304

DOCUMENT TYPE: (mark one):

X Assignment

Deed of Trust

Merger/Name Change

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

County	Volume	Page	Execution Date/Effective Date
Reeves	Document No. 2023000018		12-22-2022/11-1-2022
Loving	Document No. 2023-0009		12-22-2022/11-1-2022

ASSIGNMENT FEE: \$25 per State Lease (additional \$25 after 90 days)

INTEREST BEING CONVEYED: (mark one)

Working Interest: X

Overriding Royalty Interest:

Other (explain):

Remarks:

Assignment of 42.0872% of assignor's right title and interest less and except the existing wellbores including those listed on Exhibit B-1

FROM List all companies or individuals listed in this instrument who are transferring ownership interests, in whole or in part, in the leases shown below	TO List all companies or individuals listed in this instrument who are receiving ownership interests in the leases listed below	% GROSS WI OWNED BY ASSIGNOR	% GROSS WI TRANSFERRED BY ASSIGNOR	% GROSS WI RETAINED BY ASSIGNOR
1. BPX Operating Company	Anadarko E&P Onshore LLC	100.00%	42.0872%	**
2. **Remainder Assigned to Permian Delaware Enterprises Holdings LLC via separate assignment in the same transaction				
3.				
4.				

Attach additional pages as needed.

LEASES COVERED BY THIS TRANSFER:

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

Preparer's Signature
Jared Boren
Name (please print)
jared_boren@oxy.com
E-Mail Address
(713) 840-3084
Telephone Number

Advisor Land Negotiator

Title
1/24/2023

Date
I am an authorized representative of the lessee(s) under the State of Texas leases identified herein and represent and certify to the Commissioner of the General Land Office that the information provided on this form is true and correct.

Anadarko E&P Onshore LLC

Company Name

5 Greenway Plaza, Suite 110

Mailing Address

Houston, Texas 77046

City/State/Zip

Revised
BPX
Anadarko
2-6-23

Leases Transferred

29 total

STATE LEASE NUMBER	LESSOR	LESSEE	LEASE DATE	VOL	PAGE	Depth Restriction	Part of Section	Section	BLK	TSP	COUNTY
MF111325	M D ABEL CO	TRANSCENDENT OIL & GAS PROPERTIES LLC	05/27/2010	94	711	None	N/2 OF SECTION 2	2	55	T2S	LOVING
MF111858B	ELSIE ANN GAYER TRUST	BOLD ENERGY II LLC	09/01/2010	96	478	None	S/2 OF SECTION 2	2	55	T2S	LOVING
MF111858A	FLOYD C DODSON JR GRANTOR TRUST ET AL	BOLD ENERGY II LLC	09/01/2010	96	469	None	S/2 OF SECTION 2	2	55	T2S	LOVING
MF101575	TUNSTILL OIL & LAND TRUST	MTBB ACQUISITION COMPANY LLC	03/10/1999	604	595	None	E/2NE/4, W/2NW/4 AND WEST 40 ACRES OF THE NORTH 120 ACRES OF THE S/2 OF SECTION 12	12	57	T2S	REEVES
MF115425A	LOWE ROYALTY PARTNERS LP	PETROHAWK PROPERTIES LP	01/28/2013	1001	297	None	E/2NW/4 AND W/2NE/4 OF SECTION 12	12	57	T2S	REEVES
MF115425B	JULIA LUCINDA C RAMAN	PETROHAWK PROPERTIES LP	05/24/2013	1007	741	None	E/2NW/4 AND W/2NE/4 OF SECTION 12	12	57	T2S	REEVES

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STATE LEASE NUMBER	LESSOR	LESSEE	LEASE DATE	VOL	PAGE	Depth Restriction	Part of Section	Section	BLK	TSP	COUNTY
MF115425D	WALTER CREMIN III C	PETROHAWK PROPERTIES LP	05/24/2013	1010	361	None	E/2NW/4 AND W/2NE/4 OF SECTION 12	12	57	T2S	REEVES
MF115425E	MARIANNE TAYLOR C	PETROHAWK PROPERTIES LP	05/24/2013	1014	521	None	E/2NW/4 AND W/2NE/4 OF SECTION 12	12	57	T2S	REEVES
MF115425C	ESTATE OF ANN CREMIN FIALA	PETROHAWK PROPERTIES LP	06/12/2013	1014	528	None	E/2NW/4 AND W/2NE/4 OF SECTION 12	12	57	T2S	REEVES
MF115426	WILLIAM EDWARD LASELL ET AL	PETROHAWK PROPERTIES LP	03/25/2013	1001	320	None	E/2NW/4 OF SECTION 12	12	57	T2S	REEVES
MF115586A	STANLEY STAPLES N	PETROHAWK PROPERTIES LP	05/24/2013	1010	368	None	EAST 80 ACRES OF THE NORTH 120 ACRES OF THE S/2 OF SECTION 12	12	57	T2S	REEVES
MF115586E	LAUREN LEAVELL PINKSTON	BHP BILLITON PETROLEUM PROPERTIES NA LP	07/18/2013	1025	436	None	EAST 80 ACRES OF THE NORTH 120 ACRES OF THE S/2 OF SECTION 12	12	57	T2S	REEVES

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STATE LEASE NUMBER	LESSOR	LESSEE	LEASE DATE	VOL	PAGE	Depth Restriction	Part of Section	Section	BLK	TSP	COUNTY
MF115586C	WILLIAM WYATT LEAVELL III	BHP BILLITON PETROLEUM PROPERTIES NA LP	07/18/2013	1025	426	None	EAST 80 ACRES OF THE NORTH 120 ACRES OF THE S/2 OF SECTION 12	12	57	T2S	REEVES
MF115586D	JENNIFER BLAKE BROMBERG	BHP BILLITON PETROLEUM PROPERTIES NA LP	07/18/2013	1025	446	None	EAST 80 ACRES OF THE NORTH 120 ACRES OF THE S/2 OF SECTION 12	12	57	T2S	REEVES
MF115586B	BLAKE OIL & GAS CORPORATION	BHP BILLITON PETROLEUM PROPERTIES NA LP	07/18/2013	1032	196	None	EAST 80 ACRES OF THE NORTH 120 ACRES OF THE S/2 OF SECTION 12	12	57	T2S	REEVES
MF088676C	ROBERT A SCHULER ET AL	BLAKE OIL & GAS CORPORATION	12/08/1986	474	168	None	EAST 80 ACRES OF THE NORTH 120 ACRES OF THE S/2 OF SECTION 12	12	57	T2S	REEVES

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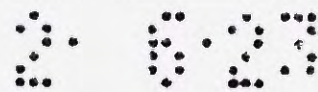
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STATE LEASE NUMBER	LESSOR	LESSEE	LEASE DATE	VOL	PAGE	Depth Restriction	Part of Section	Section	BLK	TSP	COUNTY
MF088676D	VIOLET SCHULER	BLAKE OIL & GAS CORPORATION	10/10/1987	481	303	None	EAST 80 ACRES OF THE NORTH 120 ACRES OF THE S/2 OF SECTION 12	12	57	T2S	REEVES
MF088676E	ALTHA FARWELL M	BLAKE OIL & GAS CORPORATION	09/30/1988	489	362	None	EAST 80 ACRES OF THE NORTH 120 ACRES OF THE S/2 OF SECTION 12	12	57	T2S	REEVES
MF088676E	MARY C GEHLE	BLAKE OIL & GAS CORPORATION	09/30/1988	489	372	None	EAST 80 ACRES OF THE NORTH 120 ACRES OF THE S/2 OF SECTION 12	12	57	T2S	REEVES
MF088676E	RICHARD KIEL	BLAKE OIL & GAS CORPORATION	09/30/1988	489	382	None	EAST 80 ACRES OF THE NORTH 120 ACRES OF THE S/2 OF SECTION 12	12	57	T2S	REEVES

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STATE LEASE NUMBER	LESSOR	LESSEE	LEASE DATE	VOL	PAGE	Depth Restriction	Part of Section	Section	BLK	TSP	COUNTY
MF088676F	DONALD H KIEL	BLAKE OIL & GAS CORPORATION	10/10/1988	489	392	None	EAST 80 ACRES OF THE NORTH 120 ACRES OF THE S/2 OF SECTION 12	12	57	T2S	REEVES
MF088676E	LOIS OESTRICH ET VIR	BLAKE OIL & GAS CORPORATION	09/30/1988	489	402	None	EAST 80 ACRES OF THE NORTH 120 ACRES OF THE S/2 OF SECTION 12	12	57	T2S	REEVES
MF088676F	LORNA JEAN RYBACHECK	BLAKE OIL & GAS CORPORATION	10/10/1988	489	412	None	EAST 80 ACRES OF THE NORTH 120 ACRES OF THE S/2 OF SECTION 12	12	57	T2S	REEVES
MF088676E	MILDRED MAX	BLAKE OIL & GAS CORPORATION	09/30/1988	489	422	None	EAST 80 ACRES OF THE NORTH 120 ACRES OF THE S/2 OF SECTION 12	12	57	T2S	REEVES

STATE LEASE NUMBER	LESSOR	LESSEE	LEASE DATE	VOL	PAGE	Depth Restriction	Part of Section	Section	BLK	TSP	COUNTY
MF088676E	ALGO NOVALLO A	BLAKE OIL & GAS CORPORATION	09/30/1988	490	23	None	EAST 80 ACRES OF THE NORTH 120 ACRES OF THE S/2 OF SECTION 12	12	57	T2S	REEVES
MF088676G	SHIRLEY E CAMPBELL & FOR ST OF TX	BLAKE OIL & GAS CORPORATION	10/17/1988	490	33	None	EAST 80 ACRES OF THE NORTH 120 ACRES OF THE S/2 OF SECTION 12	12	57	T2S	REEVES
MF088676E	RICHARD GEHLE	BLAKE OIL & GAS CORPORATION	09/30/1988	490	43	None	EAST 80 ACRES OF THE NORTH 120 ACRES OF THE S/2 OF SECTION 12	12	57	T2S	REEVES
MF088676E	CAROL WAGNER ET VIR	BLAKE OIL & GAS CORPORATION	09/30/1988	491	448	None	EAST 80 ACRES OF THE NORTH 120 ACRES OF THE S/2 OF SECTION 12	12	57	T2S	REEVES

STATE LEASE NUMBER	LESSOR	LESSEE	LEASE DATE	VOL	PAGE	Depth Restriction	Part of Section	Section	BLK	TSP	COUNTY
MF088676E	ESTHER WURM	BLAKE OIL & GAS CORPORATION	09/30/1988	491	459	None	EAST 80 ACRES OF THE NORTH 120 ACRES OF THE S/2 OF SECTION 12	12	57	T2S	REEVES
MF088364	THE STATE OF TEXAS 88364	PREWIT MINERALS	10/05/1982	427	331	None	SOUTH 200 ACRES OF SECTION 12	12	57	T2S	REEVES
MF111362	SHARON DARCY	LEGEND NATURAL GAS IV LP	06/10/2010	850	204	None	All of Section 22	22	56	T3S	REEVES
MF112098P	CHRISTINE JENKINS	PETROHAWK PROPERTIES, LP	01/13/2011	871	340	None	All of Section 22	22	57	T3S	REEVES
MF112098R	WILLIAM STEWART HOOTON	PETROHAWK PROPERTIES, LP	01/13/2011	871	152	None	All of Section 22	22	57	T3S	REEVES
MF112098V	BOBBY HOOTON	PETROHAWK PROPERTIES LP	01/13/2011	871	159	None	All of Section 22	22	57	T3S	REEVES
MF112098M	MARGIE MCKENZIE HOOTON	PETROHAWK PROPERTIES, LP	01/17/2011	871	166	None	All of Section 22	22	57	T3S	REEVES
MF112098C	ERMENTRU JENKINS	PETROHAWK PROPERTIES, LP	01/14/2011	871	173	None	All of Section 22	22	57	T3S	REEVES
MF112098A	SARA KEASLER BARNETT	PETROHAWK PROPERTIES, LP	01/13/2011	871	180	None	All of Section 22	22	57	T3S	REEVES

STATE LEASE NUMBER	LESSOR	LESSEE	LEASE DATE	VOL	PAGE	Depth Restriction	Part of Section	Section	BLK	TSP	COUNTY
MF112098L	KAY KEASLER CASPER	PETROHAWK PROPERTIES, LP	01/17/2011	871	347	None	All of Section 22	22	57	T3S	REEVES
MF112098K	MARGARET ANN KEASLER HOGAN	PETROHAWK PROPERTIES, LP	01/17/2011	871	361	None	All of Section 22	22	57	T3S	REEVES
MF112098S	KATHERINE HOOTON STANDING	PETROHAWK PROPERTIES, LP	01/13/2011	871	375	None	All of Section 22	22	57	T3S	REEVES
MF112098Y	WILLIAM D HOOTON	PETROHAWK PROPERTIES, LP	01/14/2011	871	801	None	All of Section 22	22	57	T3S	REEVES
MF112098Z	GAIL HOOTON	PETROHAWK PROPERTIES, LP	01/13/2011	871	808	None	All of Section 22	22	57	T3S	REEVES
MF112098J	MOZELLE KEASLER BICKNELL	PETROHAWK PROPERTIES LP	01/14/2011	871	822	None	All of Section 22	22	57	T3S	REEVES
MF112098Q	MARY HOOTON HARDIN	PETROHAWK PROPERTIES, LP	01/14/2011	872	1	None	All of Section 22	22	57	T3S	REEVES
MF112098I	ELNA JANE WOOD	PETROHAWK PROPERTIES, LP	01/17/2011	872	8	None	All of Section 22	22	57	T3S	REEVES
MF112098H	VIRGINIA PAT KEASLER TAYLOR	PETROHAWK PROPERTIES, LP	01/14/2011	872	15	None	All of Section 22	22	57	T3S	REEVES
MF112098N	PHILIP JENKINS	PETROHAWK PROPERTIES, LP	01/17/2011	872	767	None	All of Section 22	22	57	T3S	REEVES
MF112098T	PHILIP LEAHY HOOTON	PETROHAWK PROPERTIES, LP	01/17/2011	872	775	None	All of Section 22	22	57	T3S	REEVES
MF112098O	GREGORY JENKINS	PETROHAWK PROPERTIES, LP	01/14/2011	872	782	None	All of Section 22	22	57	T3S	REEVES

STATE LEASE NUMBER	LESSOR	LESSEE	LEASE DATE	VOL	PAGE	Depth Restriction	Part of Section	Section	BLK	TSP	COUNTY
MF112098G	JOSEPH ROBERT KEASLER	PETROHAWK PROPERTIES, LP	01/17/2011	872	789	None	All of Section 22	22	57	T3S	REEVES
MF112098B	JESSE DAVID CROUCH	PETROHAWK PROPERTIES, LP	01/17/2011	871	815	None	All of Section 22	22	57	T3S	REEVES
MF112098U	JAMES WILLIAM HOOTON	PETROHAWK PROPERTIES, LP	01/13/2011	871	354	None	All of Section 22	22	57	T3S	REEVES
MF112098W	DEBORAH HOOTON HARTSOCK	PETROHAWK PROPERTIES, LP	01/13/2011	871	368	None	All of Section 22	22	57	T3S	REEVES
MF112098X	GENE HOOTON	PETROHAWK PROPERTIES, LP	01/13/2011	871	382	None	All of Section 22	22	57	T3S	REEVES
MF112098D	TERRELL JENKINS KING	PETROHAWK PROPERTIES, LP	01/13/2011	878	709	None	All of Section 22	22	57	T3S	REEVES
MF112098E	LUCY CAROLYN KING PEREZ	PETROHAWK PROPERTIES, LP	01/17/2011	878	716	None	All of Section 22	22	57	T3S	REEVES
MF112098F	JEFFREY LYNN CROUCH	PETROHAWK PROPERTIES, LP	01/17/2011	878	723	None	All of Section 22	22	57	T3S	REEVES
MF115968B	DISCOVERY EXPLORATION	BRACERO OIL COMPANY	12/02/2013	1039	631	None	N/2 Section 24	24	56	T3S	REEVES
MF115968A	JACQUELINE C HEDBLOM ET AL	BRACERO OIL COMPANY	09/24/2013	1027	89	None	N/2 Section 24	24	56	T3S	REEVES
MF115968C	BLAKE OIL & GAS CORPORATION	BHP BILLITON PETROLEUM PROPERTIES NA LP	02/15/2016	1254	276	None	N/2 Section 24	24	56	T3S	REEVES

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STATE LEASE NUMBER	LESSOR	LESSEE	LEASE DATE	VOL	PAGE	Depth Restriction	Part of Section	Section	BLK	TSP	COUNTY
MF117614	CHEVRON MIDCONTINENT LP	BHP BILLITON PETROLEUM PROPERTIES NA LP	07/01/2015	1183	484	None	S/2 Section 24	24	56	T3S	REEVES
MF092207	AGNES C BECKHAM ET AL	RICHARD C SLACK	05/25/1987	477	496	None	40 ACRES AROUND THE GUY CALDWELL #3 WELL IN THE S/2 OF SECTION 24	24	57	T2S	REEVES
MF065359	GUY CALDWELL ET UX	PHILLIPS PETROLEUM COMPANY	10/15/1970	301	110	None	N/2 OF SECTION 24	24	57	T2S	REEVES
MF115947	CMC/SC BECKHAM HOLDINGS LP ET AL	PETROHAWK PROPERTIES LP	06/27/2013	1025	124	None	S/2 SECTION 24 LESS 40 ACRE TRACT	24	57	T2S	REEVES
MF118253	WILLIAM L WILKINSON	BHP BILLITON PETROLEUM PROPERTIES NA LP	09/09/2016	1333	428	None	S/2 SECTION 24 LESS 40 ACRE TRACT	24	57	T2S	REEVES
MF117746E	SAMUEL L MAYALL	BHP BILLITON PETROLEUM PROPERTIES NA LP	08/26/2015	1196	643	None	All of Section 34	34	56	T3S	REEVES
MF117746D	VIRGINIA N SIBLEY PERRYMAN	BHP BILLITON PETROLEUM PROPERTIES NA LP	09/18/2015	1201	705	None	All of Section 34	34	56	T3S	REEVES
MF117746C	ELIZABETH WENDY ROBERTS SIBLEY HARPER ET	BHP BILLITON PETROLEUM PROPERTIES NA LP	09/18/2015	1201	713	None	All of Section 34	34	56	T3S	REEVES

STATE LEASE NUMBER	LESSOR	LESSEE	LEASE DATE	VOL	PAGE	Depth Restriction	Part of Section	Section	BLK	TSP	COUNTY
MF117746A	JULIA NORFLEET HEARNE	BHP BILLITON PETROLEUM PROPERTIES NA LP	09/18/2015	1201	698	None	All of Section 34	34	56	T3S	REEVES
MF117746F	BLAKE OIL & GAS CORPORATION	BHP BILLITON PETROLEUM PROPERTIES NA LP	02/15/2016	1254	265	None	All of Section 34	34	56	T3S	REEVES
MF117746J	VICTORIA SMITH BURROWS	BHP BILLITON PETROLEUM PROPERTIES NA LP	04/07/2017	1447	341	None	All of Section 34	34	56	T3S	REEVES
MF117746I	LOWRY SMITH JR	BHP BILLITON PETROLEUM PROPERTIES NA LP	03/30/2017	1447	327	None	All of Section 34	34	56	T3S	REEVES
MF117746K	DONNA NELMS	BHP BILLITON PETROLEUM PROPERTIES NA LP	07/10/2017	1463	587	None	All of Section 34	34	56	T3S	REEVES
MF117746L	MELANIE COFFMAN	BHP BILLITON PETROLEUM PROPERTIES NA LP	07/31/2017	1475	732	None	All of Section 34	34	56	T3S	REEVES
MF117746M	ROBERT HENRY STOWELL	BHP BILLITON PETROLEUM PROPERTIES NA LP	12/15/2017	1538	778	None	All of Section 34	34	56	T3S	REEVES
MF117746N	WILLIAM C MAYALL	BHP BILLITON PETROLEUM PROPERTIES NA LP	03/01/2018	1568	448	None	All of Section 34	34	56	T3S	REEVES
MF117746O	NANCY L SAMPSON	BHP BILLITON PETROLEUM PROPERTIES NA LP	03/01/2018	1568	420	None	All of Section 34	34	56	T3S	REEVES

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STATE LEASE NUMBER	LESSOR	LESSEE	LEASE DATE	VOL	PAGE	Depth Restriction	Part of Section	Section	BLK	TSP	COUNTY
MF117746P	JOHN S MAYALL	BHP BILLITON PETROLEUM PROPERTIES NA LP	03/01/2018	1568	462	None	All of Section 34	34	56	T3S	REEVES
MF117746Q	ELIZABETH PAPE	BHP BILLITON PETROLEUM PROPERTIES NA LP	03/01/2018	1568	434	None	All of Section 34	34	56	T3S	REEVES
MF117746R	WALLACE EUGENE FAGERSTEDT	BHP BILLITON PETROLEUM PROPERTIES NA LP	05/01/2018	1597	179	None	All of Section 34	34	56	T3S	REEVES
MF117746S	LANCE MARTIN FAGERSTEDT	BHP BILLITON PETROLEUM PROPERTIES NA LP	05/01/2018	1610	59	None	All of Section 34	34	56	T3S	REEVES
MF116837A	MCGARY FAMILY TRUST - KELLY SEPARATE	MARSHALL ENERGY LLC	07/30/2014	1094	483	None	ALL OF SECTION 34	34	56	T2S	REEVES
MF116837B	MCGARY LIVING TRUST - SPH	MARSHALL ENERGY LLC	07/30/2014	1094	494	None	ALL OF SECTION 34	34	56	T2S	REEVES
MF116837C	MARY JANE MCGARY	MARSHALL ENERGY LLC	07/30/2014	1094	472	None	ALL OF SECTION 34	34	56	T2S	REEVES
MF115668A	THE GRETCHEN C NORTHROP FOUNDATION	STEPHEN COLE C	08/14/2013	1023	763	None	ALL OF SECTION 34 SAVE AND EXCEPT THE NE/4NE/4	34	56	T2S	REEVES

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STATE LEASE NUMBER	LESSOR	LESSEE	LEASE DATE	VOL	PAGE	Depth Restriction	Part of Section	Section	BLK	TSP	COUNTY
MF115668B	TRINITY UNIVERSITY	STEPHEN COLE C	08/14/2013	1023	751	None	ALL OF SECTION 34 SAVE AND EXCEPT THE NE/4NE/4	34	56	T2S	REEVES
MF115669	SUNSHINE COTTAGE SCHOOL FOR DEAF CHILDREN	STEPHEN COLE C	08/14/2013	1023	775	None	ALL OF SECTION 34 SAVE AND EXCEPT THE NE/4NE/4	34	56	T2S	REEVES
MF117031B	TRINITY UNIVERSITY ATTN: BUSINESS OFFICE	MARSHALL ENERGY LLC	09/04/2014	1111	207	None	NE/4NE/4 OF SECTION 34	34	56	T2S	REEVES
MF117031A	GRETCHEN NORTHROP FOUNDATION C	MARSHALL ENERGY LLC	09/04/2014	1111	221	None	NE/4NE/4 OF SECTION 34	34	56	T2S	REEVES
MF117031C	SUNSHINE COTTAGE SCHOOL FOR DEAF CHILDREN	BHP BILLITON PETROLEUM PROPERTIES NA LP	09/02/2015	1218	663	None	NE/4NE/4 OF SECTION 34	34	56	T2S	REEVES
MF112764D	BRENNAND LAZY H RANCH LTD	PETROHAWK PROPERTIES LP	02/15/2012	932	557	None	All of Section 36	36	57	T2S	REEVES
MF112764J	NANCY ADELE SAUSTAD TRUST	PETROHAWK PROPERTIES LP	06/05/2012	948	116	None	All of Section 36	36	57	T2S	REEVES
MF112764G	LOYD POWELL CHILDRENS TRUST W JR	PETROHAWK PROPERTIES LP	05/01/2012	943	31	None	All of Section 36	36	57	T2S	REEVES

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STATE LEASE NUMBER	LESSOR	LESSEE	LEASE DATE	VOL	PAGE	Depth Restriction	Part of Section	Section	BLK	TSP	COUNTY
MF112764F	PURSUIT ENERGY CORPORATION	PETROHAWK PROPERTIES LP	05/01/2012	943	45	None	All of Section 36	36	57	T2S	REEVES
MF112764E	ANDREWS ROYALTY LP	PETROHAWK PROPERTIES LP	05/01/2012	943	38	None	All of Section 36	36	57	T2S	REEVES
MF112764L	PATTI JO WOOD	PETROHAWK PROPERTIES LP	06/21/2012	956	10	None	All of Section 36	36	57	T2S	REEVES
MF112764I	ROBERTA REGAN TESTAMENTARY TRUST	PETROHAWK PROPERTIES LP	06/01/2012	945	494	None	All of Section 36	36	57	T2S	REEVES
MF112764H	HOWELL SMITH WYNNE	PETROHAWK PROPERTIES LP	05/01/2012	944	290	None	All of Section 36	36	57	T2S	REEVES
MF112764K	WILLIAM BARTON WAKEFIELD TESTAMENTARY TR	PETROHAWK PROPERTIES LP	06/21/2012	951	316	None	All of Section 36	36	57	T2S	REEVES
MF112764M	WESTWAY RANCHES LLC	BHP BILLITON PETROLEUM PROPERTIES NA LP	09/09/2013	1026	301	None	All of Section 36	36	57	T2S	REEVES
MF112764N	NANCY SMITH CHANDLER	BHP BILLITON PETROLEUM PROPERTIES NA LP	10/01/2013	1035	430	None	All of Section 36	36	57	T2S	REEVES
MF112764P	ARBGT LMB O&G TX LP	BHP BILLITON PETROLEUM PROPERTIES NA LP	11/01/2013	1047	432	None	All of Section 36	36	57	T2S	REEVES
MF112764O	EPB O&G TX LP	BHP BILLITON PETROLEUM PROPERTIES NA LP	11/01/2013	1047	418	None	All of Section 36	36	57	T2S	REEVES

STATE LEASE NUMBER	LESSOR	LESSEE	LEASE DATE	VOL	PAGE	Depth Restriction	Part of Section	Section	BLK	TSP	COUNTY
MF112764Q	ARBGT RMB O&G TX LP	BHP BILLITON PETROLEUM PROPERTIES NA LP	11/01/2013	1047	439	None	All of Section 36	36	57	T2S	REEVES
MF112764S	SID W RICHARDSON FOUNDATION	BHP BILLITON PETROLEUM PROPERTIES NA LP	11/01/2013	1047	425	None	All of Section 36	36	57	T2S	REEVES
MF112764R	ARBGT SRB O&G TX LP	BHP BILLITON PETROLEUM PROPERTIES NA LP	11/01/2013	1047	446	None	All of Section 36	36	57	T2S	REEVES
MF112764T	PATTI JO WOOD TRUST UWO JOSIE FAY PECK	BHP BILLITON PETROLEUM PROPERTIES NA LP	01/13/2014	1056	741	None	All of Section 36	36	57	T2S	REEVES
MF112484	STATE OF TEXAS M-112484	ANGELLE & DONOHUE OIL & GAS PROPERTIES,	04/05/2011	879	416	None	All of Section 38	38	57	T3S	REEVES
MF115843N	CLIFFORD G GLASGOW	BHP BILLITON PETROLEUM PROPERTIES NA LP	09/10/2013	1026	322	None	All of Section 42	42	57	T2S	REEVES
MF115843T	SHARON U TERJESEN	BHP BILLITON PETROLEUM PROPERTIES NA LP	09/10/2013	1026	315	None	All of Section 42	42	57	T2S	REEVES
MF115843S	JAMES STEPHEN GLASGOW	BHP BILLITON PETROLEUM PROPERTIES NA LP	09/10/2013	1026	329	None	All of Section 42	42	57	T2S	REEVES
MF115843M	ARLISS GLASGOW TRAVIS	BHP BILLITON PETROLEUM PROPERTIES NA LP	09/10/2013	1026	308	None	All of Section 42	42	57	T2S	REEVES

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STATE LEASE NUMBER	LESSOR	LESSEE	LEASE DATE	VOL	PAGE	Depth Restriction	Part of Section	Section	BLK	TSP	COUNTY
MF115843E	JAMES H ZINCK	BHP BILLITON PETROLEUM PROPERTIES NA LP	08/19/2013	1025	344	None	All of Section 42	42	57	T2S	REEVES
MF115843A	TAS ROYALTY COMPANY ET AL	BHP BILLITON PETROLEUM PROPERTIES NA LP	08/12/2013	1022	340	None	All of Section 42	42	57	T2S	REEVES
MF115843K	SCOTT C STEVENSON	BHP BILLITON PETROLEUM PROPERTIES NA LP	08/20/2013	1025	470	None	All of Section 42	42	57	T2S	REEVES
MF115843D	WALKER COUNTY HOSPITAL CORPORATION	BHP BILLITON PETROLEUM PROPERTIES NA LP	08/12/2013	1025	386	None	All of Section 42	42	57	T2S	REEVES
MF115843F	STANLEY T BROUSSARD	BHP BILLITON PETROLEUM PROPERTIES NA LP	08/20/2013	1025	463	None	All of Section 42	42	57	T2S	REEVES
MF115843L	LAWRENCE F A STEVENSON JR	BHP BILLITON PETROLEUM PROPERTIES NA LP	08/20/2013	1025	372	None	All of Section 42	42	57	T2S	REEVES
MF115843C	RANDOLPH & CO	BHP BILLITON PETROLEUM PROPERTIES NA LP	08/12/2013	1022	347	None	All of Section 42	42	57	T2S	REEVES
MF115843U	WAYNE CHARLES TOMASEK	BHP BILLITON PETROLEUM PROPERTIES NA LP	08/12/2013	1025	379	None	All of Section 42	42	57	T2S	REEVES
MF115843H	STEPHEN H REGNIER	BHP BILLITON PETROLEUM PROPERTIES NA LP	08/12/2013	1025	365	None	All of Section 42	42	57	T2S	REEVES

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STATE LEASE NUMBER	LESSOR	LESSEE	LEASE DATE	VOL	PAGE	Depth Restriction	Part of Section	Section	BLK	TSP	COUNTY
MF115843B	PIERCE MINERAL LLLP	BHP BILLITON PETROLEUM PROPERTIES NA LP	08/12/2013	1022	354	None	All of Section 42	42	57	T2S	REEVES
MF115843I	PAUL P REGNIER JR	BHP BILLITON PETROLEUM PROPERTIES NA LP	08/12/2013	1025	358	None	All of Section 42	42	57	T2S	REEVES
MF115843G	CUSSETA BALL BOULON	BHP BILLITON PETROLEUM PROPERTIES NA LP	08/20/2013	1025	351	None	All of Section 42	42	57	T2S	REEVES
MF115843Q	BARTEL LIVING TRUST	BHP BILLITON PETROLEUM PROPERTIES NA LP	09/10/2013	1027	777	None	All of Section 42	42	57	T2S	REEVES
MF115843O	LOUISE GLASGOW CHEATHAM	BHP BILLITON PETROLEUM PROPERTIES NA LP	09/10/2013	1026	617	None	All of Section 42	42	57	T2S	REEVES
MF115843R	SANDRA A TOMASEK IRREV DECEDENTS B TRUST	BHP BILLITON PETROLEUM PROPERTIES NA LP	08/20/2013	1025	456	None	All of Section 42	42	57	T2S	REEVES
MF115843P	HELEN VIRGINIA BELEW BRYANT ET VIR	BHP BILLITON PETROLEUM PROPERTIES NA LP	09/10/2013	1026	624	None	All of Section 42	42	57	T2S	REEVES
MF115843J	THOMAS H BALL III	BHP BILLITON PETROLEUM PROPERTIES NA LP	10/02/2013	1029	504	None	All of Section 42	42	57	T2S	REEVES
MF115843V	METHODIST CHILDRENS HOME	BHP BILLITON PETROLEUM PROPERTIES NA LP	11/02/2013	1039	794	None	All of Section 42	42	57	T2S	REEVES

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STATE LEASE NUMBER	LESSOR	LESSEE	LEASE DATE	VOL	PAGE	Depth Restriction	Part of Section	Section	BLK	TSP	COUNTY
MF115843W	GERALD B BROUSSARD	BHP BILLITON PETROLEUM PROPERTIES NA LP	12/04/2013	1047	467	None	All of Section 42	42	57	T2S	REEVES
MF111343	THE GEORGE R BROWN PARTNERSHIP LP	LEGEND NATURAL GAS IV LP	06/29/2010	848	164	None	ALL OF SECTION 44	44	56	T2S	REEVES
MF116482A	BRENNAND LAZY H RANCH LTD	BHP BILLITON PETROLEUM PROPERTIES NA LP	03/01/2014	881	141	None	E/2 Section 44	44	57	T2S	REEVES
MF116482B	REDLANDS ROYALTY COMPANY LLC	BHP BILLITON PETROLEUM PROPERTIES NA LP	03/17/2014	1073	581	None	E/2 Section 44	44	57	T2S	REEVES
MF116482C	SELF CHILDRENS MANAGEMENT TRUST	BHP BILLITON PETROLEUM PROPERTIES NA LP	06/11/2014	1092	314	None	E/2 Section 44	44	57	T2S	REEVES
MF116482D	HENKE PETROLEUM CORPORATION	BHP BILLITON PETROLEUM PROPERTIES NA LP	06/11/2014	1151	443	None	E/2 Section 44	44	57	T2S	REEVES
MF116482E	THE FITZGERALD FIRST RESTATED TRUST UTA	BHP BILLITON PETROLEUM PROPERTIES NA LP	03/27/2015	1161	299	None	E/2 Section 44	44	57	T2S	REEVES
MF116482F	MARGARET S SHOCKLEY TRUST	BHP BILLITON PETROLEUM PROPERTIES NA LP	04/27/2016	1284	398	None	E/2 Section 44	44	57	T2S	REEVES
MF116482G	JO ANN SHAW BARBER TRUST	BHP BILLITON PETROLEUM PROPERTIES NA LP	08/05/2016	1333	414	None	E/2 Section 44	44	57	T2S	REEVES

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STATE LEASE NUMBER	LESSOR	LESSEE	LEASE DATE	VOL	PAGE	Depth Restriction	Part of Section	Section	BLK	TSP	COUNTY
MF112986	THE STATE OF TEXAS M-112986	T VERNE DWYER	07/19/2011	901	385	None	NW/4 Section 44	44	57	T2S	REEVES
MF116326A	METT OIL AND GAS LP	BHP BILLITON PETROLEUM PROPERTIES NA LP	01/23/2014	1056	756	None	SW/4 Section 44	44	57	T2S	REEVES
MF116326B	PLACER LTD	BHP BILLITON PETROLEUM PROPERTIES NA LP	01/23/2014	1056	749	None	SW/4 Section 44	44	57	T2S	REEVES
MF115985	JOHN D CAMP	BHP BILLITON PETROLEUM PROPERTIES NA LP	08/21/2013	1026	519	None	E/2 OF SECTION 46	46	56	T2S	REEVES
MF115565B	ROY E KIMSEY JR	PETROHAWK PROPERTIES LP	06/18/2013	1008	54	None	W/2 OF SECTION 46	46	56	T2S	REEVES
MF115565C	TOM JOHNSON LP E	PETROHAWK PROPERTIES LP	06/18/2013	1009	738	None	W/2 OF SECTION 46	46	56	T2S	REEVES
MF115565A	GEORGE THOMAS A	PETROHAWK PROPERTIES LP	06/18/2013	1008	47	None	W/2 OF SECTION 46	46	56	T2S	REEVES
MF115565D	ROBERT DAVENPORT M	BHP BILLITON PETROLEUM PROPERTIES NA LP	10/08/2013	1037	176	None	W/2 OF SECTION 46	46	56	T2S	REEVES

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Wellbores Retained by Assignor

API No.	Well Name	Well No.	Section	Block	County	State
42-301-31895	State Protection 55-T2-2	2H	2	55-T2	Loving	TX
42-301-32064	State Protection 55-T2-2	3H	2	55-T2	Loving	TX
42-301-32644	State Protector 55-T2-2X11 PSA	1H	2 & 11	55-T2	Loving	TX
42-389-38813	State Sky Hook 57-T2-24	X101H	24	57-T2	Reeves	TX
42-389-38802	State Sky Hook 57-T2-24	W101H	24	57-T2	Reeves	TX
42-389-38805	State Sky Hook 57-T2-24	W103H (AKA W102H)	24	57-T2	Reeves	TX
42-389-36681	State Sky Hook 57-T2-24	W107H	24	57-T2	Reeves	TX
42-389-36675	State Sky Hook 57-T2-24	W108H	24	57-T2	Reeves	TX
42-389-38806	State Sky Hook 57-T2-24	W112H (AKA W110H)	24	57-T2	Reeves	TX
42-389-38808	State Sky Hook 57-T2-24	W114H	24	57-T2	Reeves	TX
42-389-38810	State Sky Hook 57-T2-24	W115H	24	57-T2	Reeves	TX
42-389-38814	State Sky Hook 57-T2-24	W201H	24	57-T2	Reeves	TX
42-389-38812	State Sky Hook 57-T2-24	W203H (AKA W101H)	24	57-T2	Reeves	TX
42-389-34329	State Roberta Regan 57-T2-36	1H	36	57-T2	Reeves	TX
42-389-35270	State Trinity 56-T2-34	1H	34	56-T2	Reeves	TX
42-389-35885	State Trinity 56-T2-34	W105H	34	56-T2	Reeves	TX
42-389-35978	State Trinity 56-T2-34	W106H	34	56-T2	Reeves	TX
42-389-35995	State Trinity 56-T2-34	W107H	34	56-T2	Reeves	TX
42-389-34663	State James 57-T2-42	1H	42	57-T2	Reeves	TX
42-389-35097	State Placer 57-T2-44	1H	44 (W2)	57-T2	Reeves	TX
42-389-38088	State Placer 57-T2-44	W102H	44 (W2)	57-T2	Reeves	TX

API No.	Well Name	Well No.	Section	Block	County	State
42-389-35706	State Lazy Acre 57-T2-44	W101H	44 (E2)	57-T2	Reeves	TX
42-389-34359	Brown State 56-T2-44	1H	44	56-T2	Reeves	TX
42-389-34571	State Roy Kimsey 56-T2-46	1H	46	56-T2	Reeves	TX
42-389-35980	State Roy Kimsey 56-T2-46	W102H	46	56-T2	Reeves	TX
42-389-37986	State Roy Kimsey 56-T2-46	W103H	46	56-T2	Reeves	TX
42-389-37984	State Roy Kimsey 56-T2-46	W104H	46	56-T2	Reeves	TX
42-389-33542	Hooton et al State 57-T3-22	1H	22	57-T3	Reeves	TX
42-389-34610	Darcy State 56-T3-22	1H	22	56-T3	Reeves	TX
42-389-38368	State Hedblom 56-T3-24	W101H	24	56-T3	Reeves	TX
42-389-38369	State Hedblom 56-T3-24	W102H	24	56-T3	Reeves	TX
42-389-36738	State Hedblom 56-T3-24	W108H	24	56-T3	Reeves	TX
42-389-38370	State Hedblom 56-T3-24	W115H	24	56-T3	Reeves	TX
42-389-39429	State Hedblom 56-T3-24	W208H	24	56-T3	Reeves	TX
42-389-34953	State Pride 57-T3-38	1H	38	57-T3	Reeves	TX
42-389-38516	State Pride 57-T3-38	W207H	38	57-T3	Reeves	TX
42-389-36547	State Perryman 56-T3-34	W108H	34	56-T3	Reeves	TX
42-389-34787	State LRP 57-T2-12	1H	12	57-T2	Reeves	TX
42-389-36140	State LRP 57-T2-12	W103H	12	57-T2	Reeves	TX
42-389-36151	State LRP 57-T2-12	W104H	12	57-T2	Reeves	TX
42-389-36141	State LRP 57-T2-12	W105H	12	57-T2	Reeves	TX
42-389-34717	Gretchen Northrup 56-T2-42	1H	42	56-T2	Reeves	TX
42-389-34718	Gretchen Northrup 56-T2-42	2H	42	56-T2	Reeves	TX
42-389-34719	Gretchen Northrup 56-T2-42	3H	42	56-T2	Reeves	TX
42-389-38698	Gretchen Northrup 56-T2-42	W101H	42	56-T2	Reeves	TX
42-389-37459	Gretchen Northrup 56-T2-42	W104H	42	56-T2	Reeves	TX

*This list is intended to be illustrating of the wells specifically identified as retained by assignor in the assignment but is not intended to be a limitation of the well reserved by assignor. Assignor reserved all wells on the leases.

PAYMENT DOCUMENT

2000475667



Oxy USA Inc
P O Box 2647
Houston, TX 77252-2647

23703986

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

DATE
02/01/2023

CHECK NO.
0100050977

30019753

DATE	INVOICE/CREDIT MEMO	COMPANY CODE	PO NUMBER	DISCOUNT	NET
1/26/2023	012623 GLO ASSIGNMENT SUMMARY-BP	0200			3,675.00
TOTAL >					\$3,675.00

THE ATTACHED CHECK IS IN PAYMENT FOR ITEMS DESCRIBED ABOVE



Oxy USA Inc
P O Box 2647
Houston, TX 77252-2647

JPMorgan Chase Bank, N.A.
Syracuse, NY

50-937
213

CHECK NO.

100050977

EXACTLY Three thousand six hundred and seventy five and 00/100 Dollars

PAY TO THE ORDER OF:

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

DATE
01-Feb-23

US DOLLARS

CHECK AMOUNT
*****\$3,675.00

23703986

AUTHORIZED SIGNATURE

Void after 90 days



129
⑈0100050977⑈



ASSIGNMENT AND CONVEYANCE

STATE OF TEXAS

§

COUNTIES OF REEVES AND

§

LOVING

§

ID 11304
MF065359 et al
etf 11/1/22

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

WITNESSETH:

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

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

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

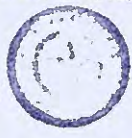
Section 1.1:

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

A CERTIFIED COPY: PG 1 OF 36IF IT BEARS THE SEAL OF THE COUNTY CLERK IMPRINTED
IN PURPLE INK ATTEST Jan 5th, 2023MOZELLE CARR, COUNTY CLERK
LOVING COUNTY, TXMozelle Carr
County Clerk



A CERTIFIED COPY: PG _____ OF _____
IS BEING THE SEAL OF THE COUNTY CLERK DEPOSITED
IN FRONT OF THE
COUNTY CLERK
IN



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

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

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

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

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

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

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

Section 1.2:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

2. Reserved Overrides.

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

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

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

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

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

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

3. Disclaimer of Representations and Warranties.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

A CERTIFIED COPY: PG 9 OF 36

IF IT BEARS THE SEAL OF THE COUNTY CLERK IMPRINTED
IN PURPLE INK ATTEST Jan 5th 2023



MOZELLE CARR, COUNTY CLERK
LOVING COUNTY, TX

By Mozelle Carr
County Clerk

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

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

[Remainder intentionally blank, signature and acknowledgment pages follow]

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

ASSIGNOR:

By: [Signature]
 Name: Mindy Johnson
 Title: Attorney-in-Fact

STATE OF COLORADO §
 COUNTY OF DENVER §

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

KENNETH L. MAXWELL, III
 Notary Public
 State of Colorado
 Notary ID # 20174050828
 My Commission Expires 12-12-2025

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

A CERTIFIED COPY: PG 11 OF 36

IF IT BEARS THE SEAL OF THE COUNTY CLERK IMPRINTED
 IN PURPLE INK ATTEST Jan 5, 2023



MOZELLE CARR, COUNTY CLERK
 LOVING COUNTY, TX

By Mozelle Carr
 County Clerk

[Signature Page to Anadarko Assignment]

ASSIGNEE:

ANADARKO E&P ONSHORE LLC

By: John V. Schneider

Name: John V. Schneider

Title: Attorney-in-Fact

STATE OF TEXAS

§

COUNTY OF HARRIS

§

§

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



Krista Procell

Notary Public

Printed Name: Krista Procell

My Commission Expires: 10/9/26

Exhibit A-1**Leases and Lands**

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

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

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

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

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

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

[Exhibit A-1]
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A CERTIFIED COPY: PG 18 OF 36

IF IT BEARS THE SEAL OF THE COUNTY CLERK IMPRINTED
IN PURPLE INK ATTEST Jan 5th, 2023



MOZELLE CARR, COUNTY CLERK
LOVING COUNTY, TX

By Mozelle Carr
County Clerk

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

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

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

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

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

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

Exhibit A-2**Joint Operating Agreements**

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

A CERTIFIED COPY: PG 25 OF 36
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IN PURPLE INK ATTEST Jan 5, 2023
 MOZELLE CARR, COUNTY CLERK
LOVING COUNTY, TX
By Mozelle Carr
County Clerk

Exhibit B-1**Retained Wells**

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

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

[Exhibit B-1]
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LOVING COUNTY, TX

By Mozelle Carr
County Clerk

Exhibit B-2**Proration Units**

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

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

Exhibit B-3**BSF Override Leases**

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

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

A CERTIFIED COPY: PG 30 OF 36[Exhibit B-3]
Page 30 of 34IF IT BEARS THE SEAL OF THE COUNTY CLERK IMPRINTED
IN PURPLE INK ATTEST Jan 5, 2023MOZELLE CARR, COUNTY CLERK
LOVING COUNTY, TXBy Mozelle Carr
County Clerk

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

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

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

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

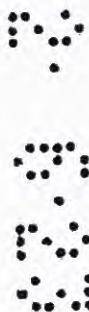
A CERTIFIED COPY: PG 35 OF 36IF IT BEARS THE SEAL OF THE COUNTY CLERK IMPRINTED
IN PURPLE INK ATTEST Jan 5th, 2023MOZELLE CARR, COUNTY CLERK
LOVING COUNTY, TXBy Mozelle Carr
County Clerk

I, Mozelle Carr, Clerk of the County Court, in and for said County, do hereby certify that the within instrument in writing, dated with its certification of authentication, was filed in my office 01/03/2023 at 10:44 AM and recorded 01/03/2023 in the OFFICIAL PUBLIC RECORDS of Loving County, Texas with Instrument Number 2023-0009. Witness my Hand and Seal of Said Court, at office in Mentone, Texas, on date and year last above written.



Mozelle Carr

MOZELLE CARR, County Clerk
Loving County Texas





A CERTIFIED COPY

Document No. 2023-0009

A 36 Page Document,

Attest the 5 Day of Jan, 2023

Mozelle Carr

Mozelle Carr, County & District Clerk
Loving County, Texas

ID 11304

Execution Version

ASSIGNMENT AND CONVEYANCE

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

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

WITNESSETH:

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

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

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

Section 1.1:

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



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

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

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

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

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

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

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

Section 1.2:

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



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

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

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

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

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

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

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



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

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

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

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

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

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

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



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

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

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

2. Reserved Overrides.

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

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



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

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

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

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

3. Disclaimer of Representations and Warranties.

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

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



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

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



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

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

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

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

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

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



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

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

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

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

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

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



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

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

[Remainder intentionally blank, signature and acknowledgment pages follow]



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

ASSIGNOR:

By: [Signature]
Name: Mindy Johnson
Title: Attorney-in-Fact

STATE OF COLORADO §
COUNTY OF DENVER §

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

KENNETH L. MAXWELL, III
Notary Public
State of Colorado
Notary ID # 20174050828
My Commission Expires 12-12-2025

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

[Signature Page to Anadarko Assignment]



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ASSIGNEE:
ANADARKO E&P ONSHORE LLC

By: John V. Schneider
Name: John V. Schneider
Title: Attorney-in-Fact

STATE OF TEXAS §
 §
COUNTY OF HARRIS §

The foregoing instrument was acknowledged before me on this 22 day of December, 2022, by, John V. Schneider, Attorney-in-Fact of Anadarko E&P Onshore LLC, a Delaware limited liability company, on behalf of said limited liability company.



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



[Signature Page to Anadarko Assignment]



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Exhibit A-1

Leases and Lands

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



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PHILIP LEAHY HOOTON	PETROHAWK PROPERTIES, LP	01/17/2011	872	775	1876	All of Section 22	57	T3S	REEVES	TX
GREGORY JENKINS	PETROHAWK PROPERTIES, LP	01/14/2011	872	782	1877	All of Section 22	57	T3S	REEVES	TX
JOSEPH ROBERT KEASLER	PETROHAWK PROPERTIES, LP	01/17/2011	872	789	1878	All of Section 22	57	T3S	REEVES	TX
JESSE DAVID CROUCH	PETROHAWK PROPERTIES, LP	01/17/2011	871	815	1698	All of Section 22	57	T3S	REEVES	TX
JAMES WILLIAM HOOTON	PETROHAWK PROPERTIES, LP	01/13/2011	871	354	1603	All of Section 22	57	T3S	REEVES	TX
DEBORAH HOOTON HARTSOCK	PETROHAWK PROPERTIES, LP	01/13/2011	871	368	1605	All of Section 22	57	T3S	REEVES	TX
GENE HOOTON	PETROHAWK PROPERTIES, LP	01/13/2011	871	382	1607	All of Section 22	57	T3S	REEVES	TX
TERRELL JENKINS KING	PETROHAWK PROPERTIES, LP	01/13/2011	878	709	2928	All of Section 22	57	T3S	REEVES	TX
LUCY CAROLYN KING PEREZ	PETROHAWK PROPERTIES, LP	01/17/2011	878	716	2929	All of Section 22	57	T3S	REEVES	TX
JEFFREY LYNN CROUCH	PETROHAWK PROPERTIES, LP	01/17/2011	878	723	2930	All of Section 22	57	T3S	REEVES	TX
DISCOVERY EXPLORATION	BRACERO OIL COMPANY	12/02/2013	1039	631	13-08865	N/2 Section 24	56	T3S	REEVES	TX
JACQUELINE C HEDBLOM ET AL	BRACERO OIL COMPANY	09/24/2013	1027	89	13-07101	N/2 Section 24	56	T3S	REEVES	TX
BLAKE OIL & GAS CORPORATION	BHP BILLITON PETROLEUM PROPERTIES NA LP	02/15/2016	1254	276	16-03768	N/2 Section 24	56	T3S	REEVES	TX
SAMUEL L MAYALL	BHP BILLITON PETROLEUM PROPERTIES NA LP	08/26/2015	1196	643	15-08470	All of Section 34	56	T3S	REEVES	TX
VIRGINIA N SIBLEY PERRYMAN	BHP BILLITON PETROLEUM PROPERTIES NA LP	09/18/2015	1201	705	15-09149	All of Section 34	56	T3S	REEVES	TX
ELIZABETH WENDY ROBERTS SIBLEY HARPER ET	BHP BILLITON PETROLEUM PROPERTIES NA LP	09/18/2015	1201	713	15-09150	All of Section 34	56	T3S	REEVES	TX
JULIA NORFLEET HEARNE	BHP BILLITON PETROLEUM PROPERTIES NA LP	09/18/2015	1201	698	15-09148	All of Section 34	56	T3S	REEVES	TX

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

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SHARON M DARCY	LEGEND NATURAL GAS IV LP	06/10/2010	850	204	2795	All of Section 22	56	T3S	REEVES	TX
M D ABEL CO	TRANSCENDENT OIL & GAS PROPERTIES LLC	05/27/2010	94	711	10-785	N/2 OF SECTION 2	55	T2S	LOVING	TX
ELSIE ANN GAYER TRUST	BOLD ENERGY II LLC	09/01/2010	96	478	10-1094	S/2 OF SECTION 2	55	T2S	LOVING	TX
FLOYD C DODSON JR GRANTOR TRUST ET AL	BOLD ENERGY II LLC	09/01/2010	96	469	10-1093	S/2 OF SECTION 2	55	T2S	LOVING	TX
BRENNAND LAZY H RANCH LTD	PETROHAWK PROPERTIES LP	02/15/2012	932	557	12-02282	All of Section 36	57	T2S	REEVES	TX
NANCY ADELE SAUSTAD TRUST	PETROHAWK PROPERTIES LP	06/05/2012	948	116	12-04814	All of Section 36	57	T2S	REEVES	TX
LOYD W POWELL JR CHILDRENS TRUST	PETROHAWK PROPERTIES LP	05/01/2012	943	31	12-04044	All of Section 36	57	T2S	REEVES	TX
PURSUIT ENERGY CORPORATION	PETROHAWK PROPERTIES LP	05/01/2012	943	45	12-04046	All of Section 36	57	T2S	REEVES	TX
ANDREWS ROYALTY LP	PETROHAWK PROPERTIES LP	05/01/2012	943	38	12-04045	All of Section 36	57	T2S	REEVES	TX
PATTI JO WOOD	PETROHAWK PROPERTIES LP	06/21/2012	956	10	12-05800	All of Section 36	57	T2S	REEVES	TX
ROBERTA REGAN TESTAMENTARY TRUST	PETROHAWK PROPERTIES LP	06/01/2012	945	494	12-04364	All of Section 36	57	T2S	REEVES	TX
HOWELL SMITH WYNNE	PETROHAWK PROPERTIES LP	05/01/2012	944	290	12-04239	All of Section 36	57	T2S	REEVES	TX
WILLIAM BARTON WAKEFIELD TESTAMENTARY TR	PETROHAWK PROPERTIES LP	06/21/2012	951	316	12-05288	All of Section 36	57	T2S	REEVES	TX
WESTWAY RANCHES LLC	BHP BILLITON PETROLEUM PROPERTIES NA LP	09/09/2013	1026	301	13-06997	All of Section 36	57	T2S	REEVES	TX
NANCY SMITH CHANDLER	BHP BILLITON PETROLEUM PROPERTIES NA LP	10/01/2013	1035	430	13-08266	All of Section 36	57	T2S	REEVES	TX
ARBGT LMB O&G TX LP	BHP BILLITON PETROLEUM PROPERTIES NA LP	11/01/2013	1047	432	14-00181	All of Section 36	57	T2S	REEVES	TX

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EPB O&G TX LP	BHP BILLITON PETROLEUM PROPERTIES NA LP	11/01/2013	1047	418	14-00179	All of Section 36	57	T2S	REEVES	TX
ARBGT RMB O&G TX LP	BHP BILLITON PETROLEUM PROPERTIES NA LP	11/01/2013	1047	439	14-00182	All of Section 36	57	T2S	REEVES	TX
SID W RICHARDSON FOUNDATION	BHP BILLITON PETROLEUM PROPERTIES NA LP	11/01/2013	1047	425	14-00180	All of Section 36	57	T2S	REEVES	TX
ARBGT SRB O&G TX LP	BHP BILLITON PETROLEUM PROPERTIES NA LP	11/01/2013	1047	446	14-00183	All of Section 36	57	T2S	REEVES	TX
PATTI JO WOOD TRUST UWO JOSIE FAY PECK	BHP BILLITON PETROLEUM PROPERTIES NA LP	01/13/2014	1056	741	14-01538	All of Section 36	57	T2S	REEVES	TX
WILLIAM EDWARD LASELL ET AL	PETROHAWK PROPERTIES LP	03/25/2013	1001	320	13-03311	E/2NW/4 OF SECTION 12	57	T2S	REEVES	TX
LOWE ROYALTY PARTNERS LP	PETROHAWK PROPERTIES LP	01/28/2013	1001	297	13-03308	E/2NW/4 AND W/2NE/4 OF SECTION 12	57	T2S	REEVES	TX
JULIA LUCINDA C RAMAN	PETROHAWK PROPERTIES LP	05/24/2013	1007	741	13-04427	E/2NW/4 AND W/2NE/4 OF SECTION 12	57	T2S	REEVES	TX
WALTER C CREMIN III	PETROHAWK PROPERTIES LP	05/24/2013	1010	361	13-04843	E/2NW/4 AND W/2NE/4 OF SECTION 12	57	T2S	REEVES	TX
MARIANNE C TAYLOR	PETROHAWK PROPERTIES LP	05/24/2013	1014	521	13-05322	E/2NW/4 AND W/2NE/4 OF SECTION 12	57	T2S	REEVES	TX
ESTATE OF ANN CREMIN FIALA	PETROHAWK PROPERTIES LP	06/12/2013	1014	528	13-05323	E/2NW/4 AND W/2NE/4 OF SECTION 12	57	T2S	REEVES	TX
STANLEY N STAPLES	PETROHAWK PROPERTIES LP	05/24/2013	1010	368	13-04844	EAST 80 ACRES OF THE NORTH 120 ACRES OF THE S/2 OF SECTION 12	57	T2S	REEVES	TX



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LAUREN LEAVELL PINKSTON	BHP BILLITON PETROLEUM PROPERTIES NA LP	07/18/2013	1025	436	13-06863	EAST 80 ACRES OF THE NORTH 120 ACRES OF THE S/2 OF SECTION 12	57	T2S	REEVES	TX
WILLIAM WYATT LEAVELL III	BHP BILLITON PETROLEUM PROPERTIES NA LP	07/18/2013	1025	426	13-06862	EAST 80 ACRES OF THE NORTH 120 ACRES OF THE S/2 OF SECTION 12	57	T2S	REEVES	TX
JENNIFER BLAKE BROMBERG	BHP BILLITON PETROLEUM PROPERTIES NA LP	07/18/2013	1025	446	13-06864	EAST 80 ACRES OF THE NORTH 120 ACRES OF THE S/2 OF SECTION 12	57	T2S	REEVES	TX
BLAKE OIL & GAS CORPORATION	BHP BILLITON PETROLEUM PROPERTIES NA LP	07/18/2013	1032	196	13-07868	EAST 80 ACRES OF THE NORTH 120 ACRES OF THE S/2 OF SECTION 12	57	T2S	REEVES	TX
ROBERT A SCHULER ET AL	BLAKE OIL & GAS CORPORATION	12/08/1986	474	168	344	EAST 80 ACRES OF THE NORTH 120 ACRES OF THE S/2 OF SECTION 12	57	T2S	REEVES	TX
VIOLET SCHULER	BLAKE OIL & GAS CORPORATION	10/10/1987	481	303	3062	EAST 80 ACRES OF THE NORTH 120 ACRES OF THE S/2 OF SECTION 12	57	T2S	REEVES	TX
ALTHA M FARWELL	BLAKE OIL & GAS CORPORATION	09/30/1988	489	362	2781	EAST 80 ACRES OF THE NORTH 120 ACRES OF THE S/2 OF SECTION 12	57	T2S	REEVES	TX
MARY C GEHLE	BLAKE OIL & GAS CORPORATION	09/30/1988	489	372	2782	EAST 80 ACRES OF THE NORTH 120 ACRES OF THE S/2 OF SECTION 12	57	T2S	REEVES	TX
RICHARD KIEL	BLAKE OIL & GAS CORPORATION	09/30/1988	489	382	2783	EAST 80 ACRES OF THE NORTH 120 ACRES OF THE S/2 OF SECTION 12	57	T2S	REEVES	TX



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DONALD H KIEL	BLAKE OIL & GAS CORPORATION	10/08/1986	489	392	2784	EAST 80 ACRES OF THE NORTH 120 ACRES OF THE S/2 OF SECTION 12	57	T2S	REEVES	TX
LOIS OESTRICH ET VIR	BLAKE OIL & GAS CORPORATION	09/30/1988	489	402	2785	EAST 80 ACRES OF THE NORTH 120 ACRES OF THE S/2 OF SECTION 12	57	T2S	REEVES	TX
LORNA JEAN RYBACHECK	BLAKE OIL & GAS CORPORATION	10/10/1988	489	412	2786	EAST 80 ACRES OF THE NORTH 120 ACRES OF THE S/2 OF SECTION 12	57	T2S	REEVES	TX
MILDRED MAX	BLAKE OIL & GAS CORPORATION	09/30/1988	489	422	2787	EAST 80 ACRES OF THE NORTH 120 ACRES OF THE S/2 OF SECTION 12	57	T2S	REEVES	TX
ALGO A NOVALLO	BLAKE OIL & GAS CORPORATION	09/30/1988	490	23	2939	EAST 80 ACRES OF THE NORTH 120 ACRES OF THE S/2 OF SECTION 12	57	T2S	REEVES	TX
SHIRLEY E CAMPBELL & FOR ST OF TX	BLAKE OIL & GAS CORPORATION	10/17/1988	490	33	2940	EAST 80 ACRES OF THE NORTH 120 ACRES OF THE S/2 OF SECTION 12	57	T2S	REEVES	TX
RICHARD GEHLE	BLAKE OIL & GAS CORPORATION	09/30/1988	490	43	2941	EAST 80 ACRES OF THE NORTH 120 ACRES OF THE S/2 OF SECTION 12	57	T2S	REEVES	TX
CAROL WAGNER ET VIR	BLAKE OIL & GAS CORPORATION	09/30/1988	491	448	208	EAST 80 ACRES OF THE NORTH 120 ACRES OF THE S/2 OF SECTION 12	57	T2S	REEVES	TX
ESTHER I WURM	BLAKE OIL & GAS CORPORATION	09/30/1988	491	459	209	EAST 80 ACRES OF THE NORTH 120 ACRES OF THE S/2 OF SECTION 12	57	T2S	REEVES	TX



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AGNES C BECKHAM ET AL	RICHARD C SLACK	05/25/1987	477	496	1621	40 ACRES AROUND THE GUY CALDWELL #3 WELL IN THE S/2 OF SECTION 24	57	T2S	REEVES	TX
ROY E KIMSEY JR	PETROHAWK PROPERTIES LP	06/18/2013	1008	54	13-04457	W/2 OF SECTION 46	56	T2S	REEVES	TX
TOM E JOHNSON LP	PETROHAWK PROPERTIES LP	06/18/2013	1009	738	13-04789	W/2 OF SECTION 46	56	T2S	REEVES	TX
GEORGE A THOMAS	PETROHAWK PROPERTIES LP	06/18/2013	1008	47	13-04456	W/2 OF SECTION 46	56	T2S	REEVES	TX
ROBERT M DAVENPORT	BHP BILLITON PETROLEUM PROPERTIES NA LP	10/08/2013	1037	176	13-08529	W/2 OF SECTION 46	56	T2S	REEVES	TX
CLIFFORD G GLASGOW	BHP BILLITON PETROLEUM PROPERTIES NA LP	09/10/2013	1026	322	13-07000	All of Section 42	57	T2S	REEVES	TX
SHARON U TERJESEN	BHP BILLITON PETROLEUM PROPERTIES NA LP	09/10/2013	1026	315	13-06999	All of Section 42	57	T2S	REEVES	TX
JAMES STEPHEN GLASGOW	BHP BILLITON PETROLEUM PROPERTIES NA LP	09/10/2013	1026	329	13-07001	All of Section 42	57	T2S	REEVES	TX
ARLISS GLASGOW TRAVIS	BHP BILLITON PETROLEUM PROPERTIES NA LP	09/10/2013	1026	308	13-06998	All of Section 42	57	T2S	REEVES	TX
JAMES H ZINCK	BHP BILLITON PETROLEUM PROPERTIES NA LP	08/19/2013	1025	344	13-06846	All of Section 42	57	T2S	REEVES	TX
TAS ROYALTY COMPANY ET AL	BHP BILLITON PETROLEUM PROPERTIES NA LP	08/12/2013	1022	340	13-06444	All of Section 42	57	T2S	REEVES	TX
SCOTT C STEVENSON	BHP BILLITON PETROLEUM PROPERTIES NA LP	08/20/2013	1025	470	13-06867	All of Section 42	57	T2S	REEVES	TX
WALKER COUNTY HOSPITAL CORPORATION	BHP BILLITON PETROLEUM PROPERTIES NA LP	08/12/2013	1025	386	13-06852	All of Section 42	57	T2S	REEVES	TX
STANLEY T BROUSSARD	BHP BILLITON PETROLEUM PROPERTIES NA LP	08/20/2013	1025	463	13-06866	All of Section 42	57	T2S	REEVES	TX



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LAWRENCE F A STEVENSON JR	BHP BILLITON PETROLEUM PROPERTIES NA LP	08/20/2013	1025	372	13-06850	All of Section 42	57	T2S	REEVES	TX
RANDOLPH & CO	BHP BILLITON PETROLEUM PROPERTIES NA LP	08/12/2013	1022	347	13-06445	All of Section 42	57	T2S	REEVES	TX
WAYNE CHARLES TOMASEK	BHP BILLITON PETROLEUM PROPERTIES NA LP	08/12/2013	1025	379	13-06851	All of Section 42	57	T2S	REEVES	TX
STEPHEN H REGNIER	BHP BILLITON PETROLEUM PROPERTIES NA LP	08/12/2013	1025	365	13-06849	All of Section 42	57	T2S	REEVES	TX
PIERCE MINERAL LLLP	BHP BILLITON PETROLEUM PROPERTIES NA LP	08/12/2013	1022	354	13-06446	All of Section 42	57	T2S	REEVES	TX
PAUL P REGNIER JR	BHP BILLITON PETROLEUM PROPERTIES NA LP	08/12/2013	1025	358	13-06848	All of Section 42	57	T2S	REEVES	TX
CUSSETA BALL BOULON	BHP BILLITON PETROLEUM PROPERTIES NA LP	08/20/2013	1025	351	13-06847	All of Section 42	57	T2S	REEVES	TX
BARTEL LIVING TRUST	BHP BILLITON PETROLEUM PROPERTIES NA LP	09/10/2013	1027	777	13-07248	All of Section 42	57	T2S	REEVES	TX
LOUISE GLASGOW CHEATHAM	BHP BILLITON PETROLEUM PROPERTIES NA LP	09/10/2013	1026	617	13-07053	All of Section 42	57	T2S	REEVES	TX
SANDRA A TOMASEK IRREV DECEDENTS B TRUST	BHP BILLITON PETROLEUM PROPERTIES NA LP	08/20/2013	1025	456	13-06865	All of Section 42	57	T2S	REEVES	TX
HELEN VIRGINIA BELEW BRYANT ET VIR	BHP BILLITON PETROLEUM PROPERTIES NA LP	09/10/2013	1026	624	13-07054	All of Section 42	57	T2S	REEVES	TX
THOMAS H BALL III	BHP BILLITON PETROLEUM PROPERTIES NA LP	10/02/2013	1029	504	13-07475	All of Section 42	57	T2S	REEVES	TX
METHODIST CHILDRENS HOME	BHP BILLITON PETROLEUM PROPERTIES NA LP	11/02/2013	1039	794	13-08905	All of Section 42	57	T2S	REEVES	TX



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GERALD B BROUSSARD	BHP BILLITON PETROLEUM PROPERTIES NA LP	12/04/2013	1047	467	14-00186	All of Section 42	57	T2S	REEVES	TX
CMC/SC BECKHAM HOLDINGS LP ET AL	PETROHAWK PROPERTIES LP	06/27/2013	1025	124	13-06805	S/2 SECTION 24 LESS 40 ACRE TRACT	57	T2S	REEVES	TX
JOHN D CAMP	BHP BILLITON PETROLEUM PROPERTIES NA LP	08/21/2013	1026	519	13-07038	E/2 OF SECTION 46	56	T2S	REEVES	TX
THE GRETCHEN C NORTHRUP FOUNDATION	STEPHEN C COLE	08/14/2013	1023	763	13-06622	ALL OF SECTION 34 SAVE AND EXCEPT THE NE/4NE/4	56	T2S	REEVES	TX
TRINITY UNIVERSITY	STEPHEN C COLE	08/14/2013	1023	751	13-06621	ALL OF SECTION 34 SAVE AND EXCEPT THE NE/4NE/4	56	T2S	REEVES	TX
SUNSHINE COTTAGE SCHOOL FOR DEAF CHILDREN	STEPHEN C COLE	08/14/2013	1023	775	13-06623	ALL OF SECTION 34 SAVE AND EXCEPT THE NE/4NE/4	56	T2S	REEVES	TX
METT OIL AND GAS LP	BHP BILLITON PETROLEUM PROPERTIES NA LP	01/23/2014	1056	756	14-01540	SW/4 Section 44	57	T2S	REEVES	TX
PLACER LTD	BHP BILLITON PETROLEUM PROPERTIES NA LP	01/23/2014	1056	749	14-01539	SW/4 Section 44	57	T2S	REEVES	TX
BRENNAND LAZY H RANCH LTD	BHP BILLITON PETROLEUM PROPERTIES NA LP	03/01/2014	881	141	14-03025	E/2 Section 44	57	T2S	REEVES	TX
REDLANDS ROYALTY COMPANY LLC	BHP BILLITON PETROLEUM PROPERTIES NA LP	03/17/2014	1073	581	14-03976	E/2 Section 44	57	T2S	REEVES	TX
SELF CHILDRENS MANAGEMENT TRUST	BHP BILLITON PETROLEUM PROPERTIES NA LP	06/11/2014	1092	314	14-06696	E/2 Section 44	57	T2S	REEVES	TX
HENKE PETROLEUM CORPORATION	BHP BILLITON PETROLEUM PROPERTIES NA LP	06/11/2014	1151	443	14-07907	E/2 Section 44	57	T2S	REEVES	TX



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



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CHEVRON MIDCONTINE NT LP	BHP BILLITON PETROLEUM PROPERTIES NA LP	07/01/2015	1183	484	15-06542	S/2 Section 24	56	T3S	REEVES	TX
WILLIAM L WILKINSON	BHP BILLITON PETROLEUM PROPERTIES NA LP	09/09/2016	1333	428	16-14491	S/2 SECTION 24 LESS 40 ACRE TRACT	57	T2S	REEVES	TX

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Exhibit A-2

Joint Operating Agreements

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



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Exhibit B-1

Retained Wells

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



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



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Evangelina N. Abila,
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Exhibit B-2

Proration Units

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



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



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Exhibit B-3**BSF Override Leases**

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



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



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



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



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



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



Evangelina N. Abila,
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Reeves County
Evangelina N. Abila
Reeves County Clerk

Instrument Number: 2023000018

eRecording - Real Property

ASSIGNMENT

Recorded On: January 03, 2023 11:27 AM

Number of Pages: 36

" Examined and Charged as Follows: "

Total Recording: \$162.00

***** THIS PAGE IS PART OF THE INSTRUMENT *****

Any provision herein which restricts the Sale, Rental or use of the described REAL PROPERTY because of color or race is invalid and unenforceable under federal law.

File Information:

Document Number: 2023000018
Receipt Number: 20230103000007
Recorded Date/Time: January 03, 2023 11:27 AM
User: Rebecca G
Station: CLERK07

Record and Return To:

Simplifile



STATE OF TEXAS
COUNTY OF REEVES

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

Evangelina N. Abila
Reeves County Clerk
Reeves County, TX

Evangelina N. Abila



Evangelina N. Abila
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36

0305

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File No. MF 065359
Align # 11304 County
BPX (6) Anadarko
Date Filed: 7/12/23
Commissioner Dawn Buckingham, MD.
By: [Signature]



CERTIFIED A TRUE AND CORRECT COPY
OF THE RECORD ON FILE IN MY OFFICE
EVANGELINA N. ABILA
Reeves County Clerk

January 5, 2023 By: R. Granada
Date Deputy Clerk



Texas General Land Office Reconciliation Billing

Commissioner Dawn Buckingham, M.D.

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

BPX Operating Company
Attn: Patty Burg
OFC WM11 6025-1
15377 Memorial Dr
Houston, TX 77079-4101

Billing Date: 6/26/2023
Billing Due Date: 7/26/2023
Customer Number: C000046383

Invoice	Mineral File	Gas Royalty	Oil Royalty	Penalty	Interest	Total Due
23I01193	MF065359	\$0.00	\$4,204.08	\$420.41	\$102.31	\$4,726.80
Total Due		\$0.00	\$4,204.08	\$420.41	\$102.31	\$4,726.80

Penalty and interest have been calculated thru 6/30/2023. Payment remitted after 6/30/2023 will result in additional penalty and interest charges.

NOTICE

- Please update GLO1 and GLO2 production reports to correct volumes.
- Please do not update GLO3 report to include billed royalty, penalty or interest. This receivable has already been recorded.

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

Detach and return with payment

Reconciliation Billing

BPX Operating Company

Billing Date: 6/26/2023

Billing Due Date: 7/26/2023

Customer Number: C000046383

Remit Payment To:

Texas General Land Office

PO Box 12873

Austin, TX 78711-2873

Invoice	Mineral File	Gas Royalty	Oil Royalty	Penalty	Interest	Total Due
23I01193	MF065359	\$0.00	\$4,204.08	\$420.41	\$102.31	\$4,726.80
Total Due		\$0.00	\$4,204.08	\$420.41	\$102.31	\$4,726.80
Amt. Paid						

Customer ID: C000046383
 Invoice Number: MF065359
 GLO Lease: BPX OPERATING COMPANY
 GLO Review: Sept 2021 - Aug 2022
 Review Period:

Category Oil
 Auditor/AE: ECortez
 Billing Date: 8/13/2023
 P&I Calculation Date: 6/30/2023
 Royalty Rate: 7.81%

(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)	(11)	(12)	(13)	(14)	(15)
Month / Year	RRC Number	Gas/Oil Volume	Tract Participation Rate	Price	BTU	Gross Value	Royalty Due	Royalty Paid	Additional Royalty Due	Number of Days Late	Interest Rate For Additional Royalty	Penalty Rate From Additional Royalty	Interest Rate From Additional Royalty2	Revenue Due
Aug-22	08-285115	577	1	\$93.315	1	\$53,812.27	\$4,204.08	\$0.00	\$4,204.08	208	4.25%	\$420.41	\$102.31	\$4,726.80
TOTALS		577				\$53,812.27	\$4,204.08	\$0.00	\$4,204.08			\$420.41	\$102.31	\$4,726.80

COMMENTS: BILLING ON UNDER REPORTED OIL VOLUMES TO THE GLO FOR UNIT 8711 (08-285115, 08-285126, 08-290425, 08-290408)

COLUMN (3) UNDER REPORTED VOLUMES: REPORTED RRC VOLUMES MINUS REPORTED GLO1 VOLUMES
 COLUMNS (5) & (6) REPORTED GLO1 PRICES WERE USED
 COLUMNS (12),(13),(14) PLEASE GO TO THIS WEB SITE FOR EXPLANATION OF PENALTY AND INTEREST ASSESSMENTS:
<http://www.glo.texas.gov/energy-business/oil-gas/tract/forms/penalty-interest-assessment-rules.pdf>

FOR QUESTIONS REGARDING THIS INVOICE PLEASE E-MAIL: eric.cortez@glo.texas.gov

NOTE 1: PAYMENT OF THIS INVOICE MAY BE MADE BY CHECK OR ACH DEBIT
 PLEASE REMIT PAYMENT OF THIS INVOICE SEPARATELY FROM REGULAR ROYALTY PAYMENTS.
 WHEN PAYMENT IS REMITTED, PLEASE SEND AN EMAIL TO: account.services@glo.texas.gov and eric.cortez@glo.texas.gov
 NOTING YOUR COMPANY NAME, CUSTOMER ID, INVOICE NUMBER(S) AND AMOUNT OF PAYMENT.

ATTN: Patty Burg
 EMAIL: patty.burg@bp.com Trin.O@bp.com

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File No. MF 065359

Recon Billing County

Date Filed: 7/13/2023
Commissioner Dawn Buckingham, M.D.

By: VD



Texas General Land Office Reconciliation Billing

Commissioner Dawn Buckingham, M.D.

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

BPX Operating Company
Attn: Patty Burg
OFC WM11 6025-1
15377 Memorial Dr
Houston, TX 77079-4101

Billing Date: 6/26/2023
Billing Due Date: 7/26/2023
Customer Number: C000046383

Invoice	Mineral File	Gas Royalty	Oil Royalty	Penalty	Interest	Total Due
23I01195	MF065359	\$57,486.08	\$0.00	\$5,748.60	\$2,561.50	\$65,796.18
Total Due		\$57,486.08	\$0.00	\$5,748.60	\$2,561.50	\$65,796.18

Penalty and interest have been calculated thru 6/30/2023. Payment remitted after 6/30/2023 will result in additional penalty and interest charges.

NOTICE

- Please update GLO1 and GLO2 production reports to correct volumes.
- Please do not update GLO3 report to include billed royalty, penalty or interest. This receivable has already been recorded.

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

Detach and return with payment

Reconciliation Billing

BPX Operating Company

Billing Date: 6/26/2023

Billing Due Date: 7/26/2023

Customer Number: C000046383

Remit Payment To:

Texas General Land Office

PO Box 12873

Austin, TX 78711-2873

Invoice	Mineral File	Gas Royalty	Oil Royalty	Penalty	Interest	Total Due
23I01195	MF065359	\$57,486.08	\$0.00	\$5,748.60	\$2,561.50	\$65,796.18
Total Due		\$57,486.08	\$0.00	\$5,748.60	\$2,561.50	\$65,796.18
Amt. Paid						

Customer ID: C000046383
 Invoice Number: MF065359
 GLO Lease: BPX OPERATING COMPANY
 GLO Review: Sept 2021 - Aug 2022
 Review Period:

Category Gas
 Auditor/AE: ECortez
 Billing Date: 8/18/2023
 P&I Calculation Date: 6/30/2023
 Royalty Rate: 7.81%

(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)	(11)	(12)	(13)	(14)	(15)
Month / Year	RRC Number	Gas/Oil Volume	Tract Participation Rate	Price	BTU	Gross Value	Royalty Due	Royalty Paid	Additional Royalty Due	Number of Days Late	Interest Rate For Additional Royalty	Penalty Rate From Additional Royalty	Interest Rate From Additional Royalty2	Revenue Due
Sep-21	08-285115	18,149	1	\$4.851	1,150,582	\$101,301.06	\$7,914.15	\$0.00	\$7,914.15	592	4.25%	\$791.42	\$491.17	\$9,186.74
Oct-21	08-285115	13,497	1	\$5.322	1,134,636	\$81,495.18	\$6,366.81	\$0.00	\$6,366.81	562	4.25%	\$636.68	\$372.89	\$7,376.38
Nov-21	08-285115	13,420	1	\$5.258	1,133,296	\$79,967.19	\$6,247.44	\$0.00	\$6,247.44	531	4.25%	\$624.74	\$343.35	\$7,215.53
Dec-21	08-285115	11,854	1	\$3.715	1,133,039	\$50,318.29	\$3,931.12	\$0.00	\$3,931.12	500	4.25%	\$393.11	\$201.86	\$4,526.09
Jan-22	08-285115	10,882	1	\$4.302	1,129,307	\$51,892.15	\$4,054.07	\$0.00	\$4,054.07	472	4.25%	\$405.41	\$194.96	\$4,654.44
Feb-22	08-285115	10,169	1	\$4.624	1,125,315	\$52,909.17	\$4,133.53	\$0.00	\$4,133.53	441	4.25%	\$413.35	\$183.86	\$4,730.74
Apr-22	08-285115	13,352	1	\$5.245	1,167,731	\$97,439.03	\$7,612.42	\$0.00	\$7,612.42	380	4.25%	\$761.24	\$284.53	\$9,658.19
Jun-22	08-285115	12,569	1	\$7.047	1,182,525	\$104,744.08	\$8,183.13	\$0.00	\$8,183.13	319	4.25%	\$818.31	\$247.74	\$9,249.18
Jul-22	08-285115	14,508	1	\$5.954	1,145,788	\$115,755.68	\$9,043.41	\$0.00	\$9,043.41	288	4.25%	\$904.34	\$241.14	\$10,188.89
TOTALS		119,310				\$735,821.84	\$57,486.08	\$0.00	\$57,486.08			\$5,748.00	\$2,561.50	\$66,796.18

COMMENTS: BILLING ON UNDER REPORTED GAS VOLUMES TO THE GLO FOR UNIT 8711 (08-285115, 08-285126, 08-290425, 08-290408)

COLUMN (3) UNDER REPORTED VOLUMES REPORTED RRC VOLUMES MINUS REPORTED GLO2 VOLUMES
 COLUMNS (5) & (6) REPORTED GLO2 PRICES AND BTU FACTORS WERE USED
 COLUMNS (12),(13),(14) PLEASE GO TO THIS WEB SITE FOR EXPLANATION OF PENALTY AND INTEREST ASSESSMENTS:
<http://www.glo.texas.gov/energy-business/oil-gas/frac/forms/penalty-interest-assessment-rules.pdf>

FOR QUESTIONS REGARDING THIS INVOICE PLEASE E-MAIL: eric.cortez@glo.texas.gov

NOTE 1: PAYMENT OF THIS INVOICE MAY BE MADE BY CHECK OR ACH DEBIT.
 PLEASE REMIT PAYMENT OF THIS INVOICE SEPARATELY FROM REGULAR ROYALTY PAYMENTS.
 WHEN PAYMENT IS REMITTED, PLEASE SEND AN EMAIL TO: account.services@glo.texas.gov and eric.cortez@glo.texas.gov
 NOTING YOUR COMPANY NAME, CUSTOMER ID, INVOICE NUMBER(S) AND AMOUNT OF PAYMENT.

ATTN: Patty Burg
 EMAIL: patty.burg@bpx.com TXGLO@bpx.com

89
File No. MF065359
County _____
Recon Billing
Date Filed: 7/13/23
Commissioner Dawn Buckingham, M.D.
By: _____ VD



Texas General Land Office

Reconciliation Billing

Commissioner Dawn Buckingham, M.D.

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

BPX Operating Company
Attn: Patty Burg
OFC WM11 6025-1
15377 Memorial Dr
Houston, TX 77079-4101

Billing Date: 6/26/2023
Billing Due Date: 7/26/2023
Customer Number: C000046383

Invoice	Mineral File	Gas Royalty	Oil Royalty	Penalty	Interest	Total Due
23I01193	MF065359	\$0.00	\$4,204.08	\$420.41	\$102.31	\$4,726.80
Total Due		\$0.00	\$4,204.08	\$420.41	\$102.31	\$4,726.80

Penalty and interest have been calculated thru 6/30/2023. Payment remitted after 6/30/2023 will result in additional penalty and interest charges.

NOTICE

- Please update GLO1 and GLO2 production reports to correct volumes.
- Please do not update GLO3 report to include billed royalty, penalty or interest. This receivable has already been recorded.

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Detach and return with payment

Reconciliation Billing

BPX Operating Company

Billing Date: 6/26/2023

Billing Due Date: 7/26/2023

Customer Number: C000046383

Remit Payment To:

Texas General Land Office

PO Box 12873

Austin, TX 78711-2873

Invoice	Mineral File	Gas Royalty	Oil Royalty	Penalty	Interest	Total Due
23I01193	MF065359	\$0.00	\$4,204.08	\$420.41	\$102.31	\$4,726.80
Total Due		\$0.00	\$4,204.08	\$420.41	\$102.31	\$4,726.80
Amt. Paid						

Customer ID: C000046383
 Invoice Number:
 GLO Lease: MF065359
 GLO Review: BPX OPERATING COMPANY
 Review Period: Sept 2021 - Aug 2022

Category Oil
 Auditor/AE: ECortez
 Billing Date: 6/13/2023
 P&I Calculation Date: 6/30/2023
 Royalty Rate: 7.81%

(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)	(11)	(12)	(13)	(14)	(15)
Month / Year	RRC Number	Gas/Oil Volume	Tract Participation Rate	Price	BTU	Gross Value	Royalty Due	Royalty Paid	Additional Royalty Due	Number of Days Late	Interest Rate For Additional Royalty	Penalty Rate From Additional Royalty	Interest Rate From Additional Royalty2	Revenue Due
Aug-22	08-285115	577	1	\$93.315	1	\$53,812.27	\$4,204.08	\$0.00	\$4,204.08	268	4.25%	\$420.41	\$102.31	\$4,726.80
TOTALS		577				\$53,812.27	\$4,204.08	\$0.00	\$4,204.08			\$420.41	\$102.31	\$4,726.80

COMMENTS: BILLING ON UNDER REPORTED OIL VOLUMES TO THE GLO FOR UNIT 8711 (08-285115, 08-285126, 08-290425, 08-290408)

COLUMN (3) UNDER REPORTED VOLUMES: REPORTED RRC VOLUMES MINUS REPORTED GLO1 VOLUMES
 COLUMNS (5) & (6) REPORTED GLO1 PRICES WERE USED
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<http://www.glo.texas.gov/energy-business/oil-gas/rac/forms/penalty-interest-assessment-rules.pdf>

FOR QUESTIONS REGARDING THIS INVOICE PLEASE E-MAIL: eric.cortez@glo.texas.gov

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 NOTING YOUR COMPANY NAME, CUSTOMER ID, INVOICE NUMBER(S) AND AMOUNT OF PAYMENT.

ATTN: Patty Burg
 EMAIL: patty.burg@bpx.com TXGLO@bpx.com

File No. MF 065359 90

County

Recon Billing

Date Filed: 8/3/2023

Commissioner Dawn Buckingham, M.D.

By: VD



Texas General Land Office

Reconciliation Billing

Commissioner Dawn Buckingham, M.D.

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

BPX Operating Company
Attn: Patty Burg
OFC WM11 6025-1
15377 Memorial Dr
Houston, TX 77079-4101

Billing Date: 6/26/2023
Billing Due Date: 7/26/2023
Customer Number: C000046383

Invoice	Mineral File	Gas Royalty	Oil Royalty	Penalty	Interest	Total Due
23I01195	MF065359	\$57,486.08	\$0.00	\$5,748.60	\$2,561.50	\$65,796.18
Total Due		\$57,486.08	\$0.00	\$5,748.60	\$2,561.50	\$65,796.18

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Reconciliation Billing

BPX Operating Company

Billing Date: 6/26/2023

Billing Due Date: 7/26/2023

Customer Number: C000046383

Remit Payment To:

Texas General Land Office

PO Box 12873

Austin, TX 78711-2873

Invoice	Mineral File	Gas Royalty	Oil Royalty	Penalty	Interest	Total Due
23I01195	MF065359	\$57,486.08	\$0.00	\$5,748.60	\$2,561.50	\$65,796.18
Total Due		\$57,486.08	\$0.00	\$5,748.60	\$2,561.50	\$65,796.18
Amt. Paid						

Customer ID: C000046383
 Invoice Number: MF065359
 GLO Lease: BPX OPERATING COMPANY
 GLO Review: Sept 2021 - Aug 2022
 Review Period:

Category Gas
 Auditor/AE: ECortez
 Billing Date: 6/16/2023
 P&I Calculation Date: 6/30/2023
 Royalty Rate: 7.81%

(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)	(11)	(12)	(13)	(14)	(15)
Month / Year	RRC Number	Gas/Oil Volume	Tract Participation Rate	Price	BTU	Gross Value	Royalty Due	Royalty Paid	Additional Royalty Due	Number of Days Late	Interest Rate For Additional Royalty	Penalty Rate From Additional Royalty	Interest Rate From Additional Royalty2	Revenue Due
Sep-21	08-285115	18,149	1	\$4.851	1.150582	\$101,301.06	\$7,914.15	\$0.00	\$7,914.15	592	4.25%	\$791.42	\$491.17	\$9,196.74
Oct-21	08-285115	13,497	1	\$5.322	1.134636	\$81,495.18	\$6,366.81	\$0.00	\$6,366.81	562	4.25%	\$636.68	\$372.89	\$7,376.38
Nov-21	08-285115	13,420	1	\$5.258	1.133296	\$79,967.19	\$6,247.44	\$0.00	\$6,247.44	531	4.25%	\$624.74	\$343.35	\$7,215.53
Dec-21	08-285115	11,954	1	\$3.715	1.133039	\$50,318.29	\$3,931.12	\$0.00	\$3,931.12	500	4.25%	\$393.11	\$201.86	\$4,526.09
Jan-22	08-285115	10,682	1	\$4.302	1.129307	\$51,892.15	\$4,054.07	\$0.00	\$4,054.07	472	4.25%	\$405.41	\$194.96	\$4,654.44
Feb-22	08-285115	10,169	1	\$4.624	1.125315	\$52,909.17	\$4,133.53	\$0.00	\$4,133.53	441	4.25%	\$413.35	\$183.86	\$4,730.74
Apr-22	08-285115	13,362	1	\$6.245	1.167731	\$97,439.03	\$7,612.42	\$0.00	\$7,612.42	380	4.25%	\$761.24	\$284.53	\$8,658.19
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Jul-22	08-285115	14,508	1	\$6.964	1.145788	\$115,755.68	\$9,043.41	\$0.00	\$9,043.41	288	4.25%	\$904.34	\$241.14	\$10,188.89
TOTALS		118,310				\$735,821.84	\$57,486.08	\$0.00	\$57,486.08			\$5,748.60	\$2,561.50	\$65,796.18

COMMENTS: BILLING ON UNDER REPORTED GAS VOLUMES TO THE GLO FOR UNIT 8711 (08-285115, 08-285126, 08-290425, 08-290408)

COLUMN (3) UNDER REPORTED VOLUMES: REPORTED RRC VOLUMES MINUS REPORTED GLO2 VOLUMES
 COLUMNS (5) & (6) REPORTED GLO2 PRICES AND BTU FACTORS WERE USED
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<http://www.glo.texas.gov/energy-business/oil-gas/trac/forms/penalty-interest-assessment-rules.pdf>

FOR QUESTIONS REGARDING THIS INVOICE PLEASE E-MAIL: eric.cortez@glo.texas.gov

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 NOTING YOUR COMPANY NAME, CUSTOMER ID, INVOICE NUMBER(S) AND AMOUNT OF PAYMENT.

ATTN: Patty Burg
 EMAIL: patty.burg@bpx.com TXGLO@bpx.com

File No. MF065359 91

Recon Billing County

Date Filed: 8/3/2023

Commissioner Dawn Buckingham, M.D.

By: VD



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

October 3, 2024

Certified USPS # 7016 2070 0000 7391 1480

BPX Operating Company
Attn: John Van Ackeren
1700 Platte St. Suite 150
Denver, CO 80202

Re: Partial Release of State Lease Nos. MF 065359; MF092207, MF115947, & MF118253
BHP Billiton State Sky Hook 57-T2-24 Unit (GLO Unit 8711)

All of Section 24, Block 57, Twp. 2, T&P RR Co. Survey, Reeves County, Texas being comprised
of 640 acres of land, more or less.

Mr. Van Ackeren:

The Texas General Land Office (GLO) has completed a review of the above captioned State Leases of which BPX Operating is the current listed operator. The review of our internal records indicated that the GLO has not received Partial Release(s) for depths as stipulated under Addendum 'A' of the State Sky Hook 57-T2-24 Unit / GLO Unit #8711 for State Lease Nos. MF065359, MF092207, and MF115947, being all depths below 11,712' TVD, and for depths above and below the unitized interval as stipulated in the Retained Acreage Clause in Paragraph No. 7(b) of State Lease No. MF118253, being from the surface to 4,545' TVD, and all depths below 11,712' TVD.

Please provide the GLO with Partial Release(s) of the above referenced State Leases as to the terminated depths as required under the aforementioned Oil & Gas Leases and Unit Agreement, effective as of August 1st, 2020. Additionally, Title 31, §9.92, of the Texas Administrative Code requires that a recorded original or certified copy of the Partial Release, along with a filing fee of twenty-five dollars (\$25.00) for each State Lease affected by said Partial Release(s), is to be filed with our office.

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

Best,



Johnny Boatright
Landman / Energy Resources
512-305-9106
Johnny.Boatright@glo.texas.gov

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File No. MF065359
Reeves County
Partial Release Letter
Date Filed: 10/3/2024
Commissioner Dawn Buckingham, M.D.
By: 



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

October 10, 2024

Jared Boren
Occidental Petroleum Corp.
5 Greenway Plaza, Suite 110
Houston, TX 77046

Re: Assignment ID # 14331
Reeves and Loving Counties

Dear Mr. Boren:

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

Amendment to Assignment and Conveyance, effective November 1, 2022 from BPX Operating Company to Anadarko E&P Onshore LLC. Filed of record as instrument 2024004815, Reeves County, and Instrument 2024-1730, Loving County.

Filing fees in the amount of \$3,725.00 were received on the referenced assignment.

The pertinent state mineral file numbers are included in the attached Exhibit "A".

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

Best regards,

Patrick C. Forbis
Mineral Specialist/Landman
Energy Resources

Exhibit "A"

ID	Lease	County
11304		
	MF065359	LovingReeves
	MF088364	LovingReeves
	MF088676	LovingReeves
	MF092207	LovingReeves
	MF101575	LovingReeves
	MF111325	LovingReeves
	MF111343	LovingReeves
	MF111362	LovingReeves
	MF111858	LovingReeves
	MF112098	LovingReeves
	MF112484	LovingReeves
	MF112764	LovingReeves
	MF112986	LovingReeves
	MF115425	LovingReeves
	MF115426	LovingReeves
	MF115565	LovingReeves
	MF115586	LovingReeves
	MF115668	LovingReeves
	MF115669	LovingReeves
	MF115843	LovingReeves
	MF115947	LovingReeves
	MF115968	LovingReeves
	MF115985	LovingReeves
	MF116326	LovingReeves
	MF116482	LovingReeves
	MF116837	LovingReeves
	MF117031	LovingReeves
	MF117614	LovingReeves
	MF117746	LovingReeves
	MF118253	Loving Reeves

Patrick Forbis

From: Boren, Jared <Jared_Boren@oxy.com>
Sent: Tuesday, October 8, 2024 3:50 PM
To: Patrick Forbis
Subject: [EXTERNAL] RE: assignment issue

Follow Up Flag: Follow up
Flag Status: Flagged

It was this state lease:

LEASE NUMBER	LESSOR	LESSEE	LEASE DATE	VOL	PAGE	INSTRUMENT NO.	SECTION	BLOCK	TOWNSHIP	COUNTY	STATE
088676D 1	EVELYN SCHULER	BLAKE OIL & GAS CORPORATION	10/10/1987	481	311	3063	EAST 80 ACRES OF THE NORTH 120 ACRES OF THE S/2 OF SECTION 12	57	T2S	REEVES	TX

Thank you,



Jared Boren, CPL
Advisor Land Negotiator – Delaware Basin
Occidental Petroleum Corporation
713.840.3084 Office
jared_boren@oxy.com
www.oxy.com

From: Patrick Forbis <Patrick.Forbis@glo.texas.gov>
Sent: Tuesday, October 8, 2024 3:38 PM
To: Boren, Jared <Jared_Boren@oxy.com>
Subject: [EXTERNAL] RE: assignment issue

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

Thanks Jared. Was the lease added a private lease or state lease?

Patrick C. Forbis

Mineral Specialist I, Landman
Energy Resources Division
Texas General Land Office
Commissioner Dawn Buckingham, M.D.
(512) 463-5407
Patrick.Forbis@glo.texas.gov

From: Boren, Jared <Jared_Boren@oxy.com>
Sent: Monday, October 7, 2024 9:24 AM
To: Jones, Greyson C <Greyson_Jones@oxy.com>
Cc: Patrick Forbis <Patrick.Forbis@glo.texas.gov>
Subject: [EXTERNAL] RE: assignment issue

Yes, I sent it. The reason Oxy sent it in on behalf of Anadarko is that Anadarko is a wholly owned subsidiary of Oxy. If you look at the original assignment, it was the same there as well.

There was a single lease added to the assignment that was erroneously left off the original.

Thank you,



Jared Boren, CPL
Advisor Land Negotiator – Delaware Basin
Occidental Petroleum Corporation
713.840.3084 Office
jared_boren@oxy.com
www.oxy.com

From: Jones, Greyson C <greyson_jones@oxy.com>
Sent: Monday, October 7, 2024 9:00 AM
To: Boren, Jared <Jared_Boren@oxy.com>
Cc: Patrick Forbis <Patrick.Forbis@glo.texas.gov>
Subject: RE: assignment issue

Hey Jared,

Good morning Jared,

Did you send in the attached assignment to the GLO for filing, or do you know who did?

Thanks!

Greyson

From: Patrick Forbis <Patrick.Forbis@glo.texas.gov>
Sent: Tuesday, October 1, 2024 3:05 PM
To: Jones, Greyson C <greyson_jones@oxy.com>
Subject: [EXTERNAL] RE: assignment issue

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

Greyson,

See attached. It's strange. The amendment to assignment is between BPX (assignor) and Anadarko (assignee), but it was sent from Oxy and the payment was from Oxy.

Anything you could do would be helpful. No rush.

Best,

Patrick C. Forbis
Mineral Specialist I, Landman
Energy Resources Division
Texas General Land Office
Commissioner Dawn Buckingham, M.D.
(512) 463-5407
Patrick.Forbis@glo.texas.gov

From: Jones, Greyson C <greyson_jones@oxy.com>
Sent: Tuesday, October 1, 2024 2:56 PM
To: Patrick Forbis <Patrick.Forbis@glo.texas.gov>
Subject: [EXTERNAL] RE: assignment issue

Hey Patrick,

Can you please let me know the parties to the assignment? Also, are any sections listed in the assignment?

I will ask around on my end to find out who sent it.

Thanks!

Greyson Jones, RPL

Land Negotiator - Texas Delaware
Occidental Petroleum Corporation
5 Greenway Plaza, Suite 110 | Houston, TX 77046
Office: (713) 350-4651 | Cell: (903) 452-9499
Email: Greyson_Jones@oxy.com

From: Patrick Forbis <Patrick.Forbis@glo.texas.gov>
Sent: Tuesday, October 1, 2024 2:43 PM
To: Jones, Greyson C <greyson_jones@oxy.com>
Subject: [EXTERNAL] assignment issue

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

Good afternoon Greyson,

I'm Patrick Forbis with the Texas General Land Office. Today I received in the mail assignments of state leases along with a filing fee of \$3,725 from Oxy USA Inc. out of Houston. I have questions for the person that filed this, but the packet did not include a cover letter or any information about the person within Oxy that sent it.

The assignment is in Reeves and Loving Counties, Texas.

Do you have any idea who within Oxy might have sent? Or is there a good land contact within Oxy who handles assignments in the Delaware Basin that could assist me?

Thank you for your time.

Patrick C. Forbis
Mineral Specialist I, Landman
Energy Resources Division
Texas General Land Office
Commissioner Dawn Buckingham, M.D.
(512) 463-5407
Patrick.Forbis@glo.texas.gov

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Oxy USA Inc
P O Box 2647
Houston, TX 77252-2647

PAYMENT DOCUMENT

2000888899

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

25700876

DATE
09/27/2024

CHECK NO.
0100105297

30019753

DATE	INVOICE/CREDIT MEMO	COMPANY CODE	PO NUMBER	DISCOUNT	NET
9/26/2024 Assignemnt Summary-Loving	092624	0200			3,725.00
TOTAL >					\$3,725.00

THE ATTACHED CHECK IS IN PAYMENT FOR ITEMS DESCRIBED ABOVE



Oxy USA Inc.
P O Box 2647
Houston, TX 77252-2647

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

25700876

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Oxy USA Inc.
P O Box 2647
Houston, TX 77252-2647

25700876

JPMorgan Chase Bank, N.A.
Syracuse, NY

50-937
213

CHECK NO.

100105297

EXACTLY Three thousand seven hundred and twenty five and 00/100 Dollars

DATE
27-Sep-24

US DOLLARS

CHECK AMOUNT
*****\$3,725.00

PAY TO THE ORDER OF:
TEXAS GENERAL LAND OFFICE
PO Box 12873
AUSTIN TX 78711-2873

[Signature]
AUTHORIZED SIGNATURE

Void after 90 days





AMENDMENT TO ASSIGNMENT AND CONVEYANCE

STATE OF TEXAS

§

§

COUNTIES OF LOVING AND REEVES

§

THIS AMENDMENT TO ASSIGNMENT AND CONVEYANCE ("**Amendment**") entered into by and between **BPX Operating Company**, a Texas corporation ("**Assignor**"), whose address is 1700 Platte Street, Suite 150, Denver, Colorado 80202, and **Anadarko E&P Onshore LLC**, a Delaware limited liability company ("**Assignee**"), whose address is 5 Greenway Plaza, Suite 110, Houston, Texas 77046, is dated effective as of 12:01 a.m., Central Time, on November 1, 2022 (the "**Effective Time**").

WHEREAS, Assignor and Assignee entered into that certain Assignment and Conveyance as of the Effective Time, recorded as Instrument Number 2023-0009 in the Official Public Records of Loving County, Texas and as Instrument Number 2023000018 in the Official Public Records of Reeves County, Texas (the "**Assignment**"); and

WHEREAS, Assignor and Assignee desire to clarify, correct, and amend Exhibits "A-1" and "B-3" to the Assignment to more accurately describe the leasehold intended to be conveyed thereby; and

NOW THEREFORE, for adequate consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor and Assignee do hereby clarify, correct, and amend the Assignment by deleting the Exhibits "A-1" and "B-3" attached thereto and replacing it with the Exhibits "A-1" and "B-3" attached hereto and made a part hereof.

This Amendment is subject to the terms of that certain Letter Agreement dated July 29, 2024, by and between the Parties.

In all other respects, the Assignment shall remain unmodified and in full force and effect as of the Effective Time thereof.

This Amendment may be executed in any number of original counterparts and each such counterpart shall be deemed to be an original instrument, but all such counterparts shall constitute but one and the same instrument of conveyance. For recording, counterpart signature and acknowledgment pages may be affixed to the body of one original instrument.

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h2 2024
Clerk of Court



IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be executed on the dates of their respective acknowledgments set forth below, to be effective, however, as of the Effective Time.

[Remainder intentionally blank, signature and acknowledgment pages follow]

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43446



ASSIGNOR:
BPX OPERATING COMPANY

By: [Signature]
Name: Mindy Johnson
Title: Attorney-in-Fact

STATE OF COLORADO §
§
COUNTY OF DENVER §

This foregoing instrument was acknowledged before me this 15th day of August, 2024, by, Mindy Johnson, Attorney-in-Fact of BPX Operating Company, a Texas corporation, on behalf of said corporation.

KENNETH L. MAXWELL, III
Notary Public
State of Colorado
Notary ID # 20174050828
My Commission Expires 12-12-2025

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

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Clerk of Court



ASSIGNEE:

ANADARKO E&P ONSHORE LLC

By: John V. Schneider

Name: John V. Schneider

Title: Attorney-in-Fact

STATE OF TEXAS

§

§

COUNTY OF HARRIS

§

The foregoing instrument was acknowledged before me on this 1 day of August, 2024, by, John V. Schneider, Attorney-in-Fact of Anadarko E&P Onshore LLC, a Delaware limited liability company, on behalf of said limited liability company.

Camille Dyes
Notary Public

Printed Name: Camille Dyes

My Commission Expires: June 14, 2027



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Exhibit "A-1"

Attached to and made a part of that certain Amendment to Assignment and Conveyance by and between BPX Operating Company and Anadarko E&P Onshore LLC dated effective as of November 1, 2022

Leases and Lands

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

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LESSOR	LESSEE	LEASE DATE	VOL	PAGE	INSTRUMENT NO.	SECTION	BLOCK	TOWNSHIP	COUNTY	STATE
VIRGINIA PAT KEASLER TAYLOR	PETROHAWK PROPERTIES, LP	01/14/2011	872	15	1702	All of Section 22	57	T3S	REEVES	TX
PHILIP JENKINS	PETROHAWK PROPERTIES, LP	01/17/2011	872	767	1875	All of Section 22	57	T3S	REEVES	TX
PHILIP LEAHY HOOTON	PETROHAWK PROPERTIES, LP	01/17/2011	872	775	1876	All of Section 22	57	T3S	REEVES	TX
GREGORY JENKINS	PETROHAWK PROPERTIES, LP	01/14/2011	872	782	1877	All of Section 22	57	T3S	REEVES	TX
JOSEPH ROBERT KEASLER	PETROHAWK PROPERTIES, LP	01/17/2011	872	789	1878	All of Section 22	57	T3S	REEVES	TX
JESSE DAVID CROUCH	PETROHAWK PROPERTIES, LP	01/17/2011	871	815	1698	All of Section 22	57	T3S	REEVES	TX
JAMES WILLIAM HOOTON	PETROHAWK PROPERTIES, LP	01/13/2011	871	354	1603	All of Section 22	57	T3S	REEVES	TX
DEBORAH HOOTON HARTSOCK	PETROHAWK PROPERTIES, LP	01/13/2011	871	368	1605	All of Section 22	57	T3S	REEVES	TX
GENE HOOTON	PETROHAWK PROPERTIES, LP	01/13/2011	871	382	1607	All of Section 22	57	T3S	REEVES	TX
TERRELL JENKINS KING	PETROHAWK PROPERTIES, LP	01/13/2011	878	709	2928	All of Section 22	57	T3S	REEVES	TX
LUCY CAROLYN KING PEREZ	PETROHAWK PROPERTIES, LP	01/17/2011	878	716	2929	All of Section 22	57	T3S	REEVES	TX
JEFFREY LYNN CROUCH	PETROHAWK PROPERTIES, LP	01/17/2011	878	723	2930	All of Section 22	57	T3S	REEVES	TX
DISCOVERY EXPLORATION	BRACERO OIL COMPANY	12/02/2013	1039	631	13-08865	N/2 Section 24	56	T3S	REEVES	TX
JACQUELINE C HEDBLUM ET AL	BRACERO OIL COMPANY	09/24/2013	1027	89	13-07101	N/2 Section 24	56	T3S	REEVES	TX
BLAKE OIL & GAS CORPORATION	BHP BILLITON PETROLEUM PROPERTIES NA LP	02/15/2016	1254	276	16-03768	N/2 Section 24	56	T3S	REEVES	TX
SAMUEL L MAYALL	BHP BILLITON PETROLEUM PROPERTIES NA LP	08/26/2015	1196	643	15-08470	All of Section 34	56	T3S	REEVES	TX
VIRGINIA N SIBLEY PERRYMAN	BHP BILLITON PETROLEUM PROPERTIES NA LP	09/18/2015	1201	705	15-09149	All of Section 34	56	T3S	REEVES	TX

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ELIZABETH WENDY ROBERTS SIBLEY HARPER ET	BHP BILLITON PETROLEUM PROPERTIES NA LP	09/18/2015	1201	713	15-09150	All of Section 34	56	T3S	REEVES	TX
JULIA NORFLEET HEARNE	BHP BILLITON PETROLEUM PROPERTIES NA LP	09/18/2015	1201	698	15-09148	All of Section 34	56	T3S	REEVES	TX
BLAKE OIL & GAS CORPORATION	BHP BILLITON PETROLEUM PROPERTIES NA LP	02/15/2016	1254	265	16-03767	All of Section 34	56	T3S	REEVES	TX
VICTORIA SMITH BURROWS	BHP BILLITON PETROLEUM PROPERTIES NA LP	04/07/2017	1447	341	17-12252	All of Section 34	56	T3S	REEVES	TX
LOWRY SMITH JR	BHP BILLITON PETROLEUM PROPERTIES NA LP	03/30/2017	1447	327	17-12251	All of Section 34	56	T3S	REEVES	TX
DONNA NELMS	BHP BILLITON PETROLEUM PROPERTIES NA LP	07/10/2017	1463	587	17-14408	All of Section 34	56	T3S	REEVES	TX
MELANIE COFFMAN	BHP BILLITON PETROLEUM PROPERTIES NA LP	07/31/2017	1475	732	17-15836	All of Section 34	56	T3S	REEVES	TX
ROBERT HENRY STOWELL	BHP BILLITON PETROLEUM PROPERTIES NA LP	12/15/2017	1538	778	18-01989	All of Section 34	56	T3S	REEVES	TX
WILLIAM C MAYALL	BHP BILLITON PETROLEUM PROPERTIES NA LP	03/01/2018	1568	448	18-05425	All of Section 34	56	T3S	REEVES	TX
NANCY L SAMPSON	BHP BILLITON PETROLEUM PROPERTIES NA LP	03/01/2018	1568	420	18-05423	All of Section 34	56	T3S	REEVES	TX
JOHN S MAYALL	BHP BILLITON PETROLEUM PROPERTIES NA LP	03/01/2018	1568	462	18-05426	All of Section 34	56	T3S	REEVES	TX
ELIZABETH PAPE	BHP BILLITON PETROLEUM PROPERTIES NA LP	03/01/2018	1568	434	18-05424	All of Section 34	56	T3S	REEVES	TX
WALLACE EUGENE FAGERSTEDT	BHP BILLITON PETROLEUM PROPERTIES NA LP	05/01/2018	1597	179	18-08854	All of Section 34	56	T3S	REEVES	TX

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LANCE MARTIN FAGERSTEDT	BHP BILLITON PETROLEUM PROPERTIES NA LP	05/01/2018	1610	59	18-10293	All of Section 34	56	T3S	REEVES	TX
STATE OF TEXAS M-112484	ANGELLE & DONOHUE OIL & GAS PROPERTIES,	04/05/2011	879	416	3035	All of Section 38	57	T3S	REEVES	TX
THE GEORGE R BROWN PARTNERSHIP LP	LEGEND NATURAL GAS IV LP	06/29/2010	848	164	2422	ALL OF SECTION 44	56	T2S	REEVES	TX
SHARON M DARCY	LEGEND NATURAL GAS IV LP	06/10/2010	850	204	2795	All of Section 22	56	T3S	REEVES	TX
M D ABEL CO	TRANSCENDENT OIL & GAS PROPERTIES LLC	05/27/2010	94	711	10-785	N/2 OF SECTION 2	55	T2S	LOVING	TX
ELSIE ANN GAYER TRUST	BOLD ENERGY II LLC	09/01/2010	96	478	10-1094	S/2 OF SECTION 2	55	T2S	LOVING	TX
FLOYD C DODSON JR GRANTOR TRUST ET AL	BOLD ENERGY II LLC	09/01/2010	96	469	10-1093	S/2 OF SECTION 2	55	T2S	LOVING	TX
BRENNAND LAZY H RANCH LTD	PETROHAWK PROPERTIES LP	02/15/2012	932	557	12-02282	All of Section 36	57	T2S	REEVES	TX
NANCY ADELE SAUSTAD TRUST	PETROHAWK PROPERTIES LP	06/05/2012	948	116	12-04814	All of Section 36	57	T2S	REEVES	TX
LOYD W POWELL JR CHILDRENS TRUST	PETROHAWK PROPERTIES LP	05/01/2012	943	31	12-04044	All of Section 36	57	T2S	REEVES	TX
PURSUIT ENERGY CORPORATION	PETROHAWK PROPERTIES LP	05/01/2012	943	45	12-04046	All of Section 36	57	T2S	REEVES	TX
ANDREWS ROYALTY LP	PETROHAWK PROPERTIES LP	05/01/2012	943	38	12-04045	All of Section 36	57	T2S	REEVES	TX
PATTI JO WOOD	PETROHAWK PROPERTIES LP	06/21/2012	956	10	12-05800	All of Section 36	57	T2S	REEVES	TX
ROBERTA REGAN TESTAMENTARY TRUST	PETROHAWK PROPERTIES LP	06/01/2012	945	494	12-04364	All of Section 36	57	T2S	REEVES	TX
HOWELL SMITH WYNNE	PETROHAWK PROPERTIES LP	05/01/2012	944	290	12-04239	All of Section 36	57	T2S	REEVES	TX
WILLIAM BARTON WAKEFIELD TESTAMENTARY TR	PETROHAWK PROPERTIES LP	06/21/2012	951	316	12-05288	All of Section 36	57	T2S	REEVES	TX

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WESTWAY RANCHES LLC	BHP BILLITON PETROLEUM PROPERTIES NA LP	09/09/2013	1026	301	13-06997	All of Section 36	57	T2S	REEVES	TX
NANCY SMITH CHANDLER	BHP BILLITON PETROLEUM PROPERTIES NA LP	10/01/2013	1035	430	13-08266	All of Section 36	57	T2S	REEVES	TX
ARBGT LMB O&G TX LP	BHP BILLITON PETROLEUM PROPERTIES NA LP	11/01/2013	1047	432	14-00181	All of Section 36	57	T2S	REEVES	TX
EPB O&G TX LP	BHP BILLITON PETROLEUM PROPERTIES NA LP	11/01/2013	1047	418	14-00179	All of Section 36	57	T2S	REEVES	TX
ARBGT RMB O&G TX LP	BHP BILLITON PETROLEUM PROPERTIES NA LP	11/01/2013	1047	439	14-00182	All of Section 36	57	T2S	REEVES	TX
SID W RICHARDSON FOUNDATION	BHP BILLITON PETROLEUM PROPERTIES NA LP	11/01/2013	1047	425	14-00180	All of Section 36	57	T2S	REEVES	TX
ARBGT SRB O&G TX LP	BHP BILLITON PETROLEUM PROPERTIES NA LP	11/01/2013	1047	446	14-00183	All of Section 36	57	T2S	REEVES	TX
PATTI JO WOOD TRUST UWOS JOSIE FAY PECK	BHP BILLITON PETROLEUM PROPERTIES NA LP	01/13/2014	1056	741	14-01538	All of Section 36	57	T2S	REEVES	TX
WILLIAM EDWARD LASELL ET AL	PETROHAWK PROPERTIES LP	03/25/2013	1001	320	13-03311	E/2NW/4 OF SECTION 12	57	T2S	REEVES	TX
LOWE ROYALTY PARTNERS LP	PETROHAWK PROPERTIES LP	01/28/2013	1001	297	13-03308	E/2NW/4 AND W/2NE/4 OF SECTION 12	57	T2S	REEVES	TX
JULIA LUCINDA C RAMAN	PETROHAWK PROPERTIES LP	05/24/2013	1007	741	13-04427	E/2NW/4 AND W/2NE/4 OF SECTION 12	57	T2S	REEVES	TX
WALTER C CREMIN III	PETROHAWK PROPERTIES LP	05/24/2013	1010	361	13-04843	E/2NW/4 AND W/2NE/4 OF SECTION 12	57	T2S	REEVES	TX
MARIANNE C TAYLOR	PETROHAWK PROPERTIES LP	05/24/2013	1014	521	13-05322	E/2NW/4 AND W/2NE/4 OF SECTION 12	57	T2S	REEVES	TX

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ESTATE OF ANN CREMIN FIALA	PETROHAWK PROPERTIES LP	06/12/2013	1014	528	13-05323	E/2NW/4 AND W/2NE/4 OF SECTION 12	57	T2S	REEVES	TX
STANLEY N STAPLES	PETROHAWK PROPERTIES LP	05/24/2013	1010	368	13-04844	EAST 80 ACRES OF THE NORTH 120 ACRES OF THE S/2 OF SECTION 12	57	T2S	REEVES	TX
LAUREN LEAVELL PINKSTON	BHP BILLITON PETROLEUM PROPERTIES NA LP	07/18/2013	1025	436	13-06863	EAST 80 ACRES OF THE NORTH 120 ACRES OF THE S/2 OF SECTION 12	57	T2S	REEVES	TX
WILLIAM WYATT LEAVELL III	BHP BILLITON PETROLEUM PROPERTIES NA LP	07/18/2013	1025	426	13-06862	EAST 80 ACRES OF THE NORTH 120 ACRES OF THE S/2 OF SECTION 12	57	T2S	REEVES	TX
JENNIFER BLAKE BROMBERG	BHP BILLITON PETROLEUM PROPERTIES NA LP	07/18/2013	1025	446	13-06864	EAST 80 ACRES OF THE NORTH 120 ACRES OF THE S/2 OF SECTION 12	57	T2S	REEVES	TX
BLAKE OIL & GAS CORPORATION	BHP BILLITON PETROLEUM PROPERTIES NA LP	07/18/2013	1032	196	13-07868	EAST 80 ACRES OF THE NORTH 120 ACRES OF THE S/2 OF SECTION 12	57	T2S	REEVES	TX
ROBERT A SCHULER ET AL	BLAKE OIL & GAS CORPORATION	12/08/1986	474	168	344	EAST 80 ACRES OF THE NORTH 120 ACRES OF THE S/2 OF SECTION 12	57	T2S	REEVES	TX
VIOLET SCHULER	BLAKE OIL & GAS CORPORATION	10/10/1987	481	303	3062	EAST 80 ACRES OF THE NORTH 120 ACRES OF THE S/2 OF SECTION 12	57	T2S	REEVES	TX
*EVELYN SCHULER	BLAKE OIL & GAS CORPORATION	10/10/1987	481	311	3063	EAST 80 ACRES OF THE NORTH 120 ACRES OF THE S/2 OF SECTION 12	57	T2S	REEVES	TX

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LESSOR	LESSEE	LEASE DATE	VOL	PAGE	INSTRUMENT NO.	SECTION	BLOCK	TOWNSHIP	COUNTY	STATE
ALTHA M FARWELL	BLAKE OIL & GAS CORPORATION	09/30/1988	489	362	2781	EAST 80 ACRES OF THE NORTH 120 ACRES OF THE S/2 OF SECTION 12	57	T2S	REEVES	TX
MARY C GEHLE	BLAKE OIL & GAS CORPORATION	09/30/1988	489	372	2782	EAST 80 ACRES OF THE NORTH 120 ACRES OF THE S/2 OF SECTION 12	57	T2S	REEVES	TX
RICHARD KIEL	BLAKE OIL & GAS CORPORATION	09/30/1988	489	382	2783	EAST 80 ACRES OF THE NORTH 120 ACRES OF THE S/2 OF SECTION 12	57	T2S	REEVES	TX
DONALD H KIEL	BLAKE OIL & GAS CORPORATION	10/08/1986	489	392	2784	EAST 80 ACRES OF THE NORTH 120 ACRES OF THE S/2 OF SECTION 12	57	T2S	REEVES	TX
LOIS OESTRICH ET VIR	BLAKE OIL & GAS CORPORATION	09/30/1988	489	402	2785	EAST 80 ACRES OF THE NORTH 120 ACRES OF THE S/2 OF SECTION 12	57	T2S	REEVES	TX
LORNA JEAN RYBACHECK	BLAKE OIL & GAS CORPORATION	10/10/1988	489	412	2786	EAST 80 ACRES OF THE NORTH 120 ACRES OF THE S/2 OF SECTION 12	57	T2S	REEVES	TX
MILDRED MAX	BLAKE OIL & GAS CORPORATION	09/30/1988	489	422	2787	EAST 80 ACRES OF THE NORTH 120 ACRES OF THE S/2 OF SECTION 12	57	T2S	REEVES	TX
ALGO A NOVALLO	BLAKE OIL & GAS CORPORATION	09/30/1988	490	23	2939	EAST 80 ACRES OF THE NORTH 120 ACRES OF THE S/2 OF SECTION 12	57	T2S	REEVES	TX

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LESSOR	LESSEE	LEASE DATE	VOL	PAGE	INSTRUMENT NO.	SECTION	BLOCK	TOWNSHIP	COUNTY	STATE
JAMES STEPHEN GLASGOW	BHP BILLITON PETROLEUM PROPERTIES NA LP	09/10/2013	1026	329	13-07001	All of Section 42	57	T2S	REEVES	TX
ARLISS GLASGOW TRAVIS	BHP BILLITON PETROLEUM PROPERTIES NA LP	09/10/2013	1026	308	13-06998	All of Section 42	57	T2S	REEVES	TX
JAMES H ZINCK	BHP BILLITON PETROLEUM PROPERTIES NA LP	08/19/2013	1025	344	13-06846	All of Section 42	57	T2S	REEVES	TX
TAS ROYALTY COMPANY ET AL	BHP BILLITON PETROLEUM PROPERTIES NA LP	08/12/2013	1022	340	13-06444	All of Section 42	57	T2S	REEVES	TX
SCOTT C STEVENSON	BHP BILLITON PETROLEUM PROPERTIES NA LP	08/20/2013	1025	470	13-06867	All of Section 42	57	T2S	REEVES	TX
WALKER COUNTY HOSPITAL CORPORATION	BHP BILLITON PETROLEUM PROPERTIES NA LP	08/12/2013	1025	386	13-06852	All of Section 42	57	T2S	REEVES	TX
STANLEY T BROUSSARD	BHP BILLITON PETROLEUM PROPERTIES NA LP	08/20/2013	1025	463	13-06866	All of Section 42	57	T2S	REEVES	TX
LAWRENCE F A STEVENSON JR	BHP BILLITON PETROLEUM PROPERTIES NA LP	08/20/2013	1025	372	13-06850	All of Section 42	57	T2S	REEVES	TX
RANDOLPH & CO	BHP BILLITON PETROLEUM PROPERTIES NA LP	08/12/2013	1022	347	13-06445	All of Section 42	57	T2S	REEVES	TX
WAYNE CHARLES TOMASEK	BHP BILLITON PETROLEUM PROPERTIES NA LP	08/12/2013	1025	379	13-06851	All of Section 42	57	T2S	REEVES	TX
STEPHEN H REGNIER	BHP BILLITON PETROLEUM PROPERTIES NA LP	08/12/2013	1025	365	13-06849	All of Section 42	57	T2S	REEVES	TX
PIERCE MINERAL LLLP	BHP BILLITON PETROLEUM PROPERTIES NA LP	08/12/2013	1022	354	13-06446	All of Section 42	57	T2S	REEVES	TX
PAUL P REGNIER JR	BHP BILLITON PETROLEUM PROPERTIES NA LP	08/12/2013	1025	358	13-06848	All of Section 42	57	T2S	REEVES	TX

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CUSSETA BALL BOULON	BHP BILLITON PETROLEUM PROPERTIES NA LP	08/20/2013	1025	351	13-06847	All of Section 42	57	T2S	REEVES	TX
BARTEL LIVING TRUST	BHP BILLITON PETROLEUM PROPERTIES NA LP	09/10/2013	1027	777	13-07248	All of Section 42	57	T2S	REEVES	TX
LOUISE GLASGOW CHEATHAM	BHP BILLITON PETROLEUM PROPERTIES NA LP	09/10/2013	1026	617	13-07053	All of Section 42	57	T2S	REEVES	TX
SANDRA A TOMASEK IRREV DECEDENTS B TRUST	BHP BILLITON PETROLEUM PROPERTIES NA LP	08/20/2013	1025	456	13-06865	All of Section 42	57	T2S	REEVES	TX
HELEN VIRGINIA BELEW BRYANT ET VIR	BHP BILLITON PETROLEUM PROPERTIES NA LP	09/10/2013	1026	624	13-07054	All of Section 42	57	T2S	REEVES	TX
THOMAS H BALL III	BHP BILLITON PETROLEUM PROPERTIES NA LP	10/02/2013	1029	504	13-07475	All of Section 42	57	T2S	REEVES	TX
METHODIST CHILDRENS HOME	BHP BILLITON PETROLEUM PROPERTIES NA LP	11/02/2013	1039	794	13-08905	All of Section 42	57	T2S	REEVES	TX
GERALD B BROUSSARD	BHP BILLITON PETROLEUM PROPERTIES NA LP	12/04/2013	1047	467	14-00186	All of Section 42	57	T2S	REEVES	TX
CMC/SC BECKHAM HOLDINGS LP ET AL	PETROHAWK PROPERTIES LP	06/27/2013	1025	124	13-06805	S/2 SECTION 24 LESS 40 ACRE TRACT	57	T2S	REEVES	TX
JOHN D CAMP	BHP BILLITON PETROLEUM PROPERTIES NA LP	08/21/2013	1026	519	13-07038	E/2 OF SECTION 46	56	T2S	REEVES	TX
THE GRETCHEN C NORTHROP FOUNDATION	STEPHEN C COLE	08/14/2013	1023	763	13-06622	ALL OF SECTION 34 SAVE AND EXCEPT THE NE/4NE/4	56	T2S	REEVES	TX
TRINITY UNIVERSITY	STEPHEN C COLE	08/14/2013	1023	751	13-06621	ALL OF SECTION 34 SAVE AND EXCEPT THE NE/4NE/4	56	T2S	REEVES	TX

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LESSOR	LESSEE	LEASE DATE	VOL	PAGE	INSTRUMENT NO.	SECTION	BLOCK	TOWNSHIP	COUNTY	STATE
SUNSHINE COTTAGE SCHOOL FOR DEAF CHILDREN	STEPHEN C COLE	08/14/2013	1023	775	13-06623	ALL OF SECTION 34 SAVE AND EXCEPT THE NE/4NE/4	56	T2S	REEVES	TX
METT OIL AND GAS LP	BHP BILLITON PETROLEUM PROPERTIES NA LP	01/23/2014	1056	756	14-01540	SW/4 Section 44	57	T2S	REEVES	TX
PLACER LTD	BHP BILLITON PETROLEUM PROPERTIES NA LP	01/23/2014	1056	749	14-01539	SW/4 Section 44	57	T2S	REEVES	TX
BRENNAND LAZY H RANCH LTD	BHP BILLITON PETROLEUM PROPERTIES NA LP	03/01/2014	881	141	14-03025	E/2 Section 44	57	T2S	REEVES	TX
REDLANDS ROYALTY COMPANY LLC	BHP BILLITON PETROLEUM PROPERTIES NA LP	03/17/2014	1073	581	14-03976	E/2 Section 44	57	T2S	REEVES	TX
SELF CHILDRENS MANAGEMENT TRUST	BHP BILLITON PETROLEUM PROPERTIES NA LP	06/11/2014	1092	314	14-06696	E/2 Section 44	57	T2S	REEVES	TX
HENKE PETROLEUM CORPORATION	BHP BILLITON PETROLEUM PROPERTIES NA LP	06/11/2014	1151	443	14-07907	E/2 Section 44	57	T2S	REEVES	TX
THE FITZGERALD FIRST RESTATED TRUST UTA	BHP BILLITON PETROLEUM PROPERTIES NA LP	03/27/2015	1161	299	15-03771	E/2 Section 44	57	T2S	REEVES	TX
MARGARET S SHOCKLEY TRUST	BHP BILLITON PETROLEUM PROPERTIES NA LP	04/27/2016	1284	398	16-07847	E/2 Section 44	57	T2S	REEVES	TX
JO ANN SHAW BARBER TRUST	BHP BILLITON PETROLEUM PROPERTIES NA LP	08/05/2016	1333	414	16-14490	E/2 Section 44	57	T2S	REEVES	TX
THE STATE OF TEXAS M-112986	T VERNE DWYER	07/19/2011	901	385	6712	NW/4 Section 44	57	T2S	REEVES	TX
TUNSTALL OIL & LAND TRUST	MTBB ACQUISITION COMPANY LLC	03/10/1999	604	595	1070	E/2NE/4, W/2NW/4 AND WEST 40 ACRES OF THE NORTH 120 ACRES OF THE S/2 OF SECTION 12	57	T2S	REEVES	TX

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

*Lease is being conveyed as-is and without warranty.

End of Exhibit "A-1"

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Exhibit "B-3"

Attached to and made a part of that certain Amendment to Assignment and Conveyance by and between BPX Operating Company and Anadarko E&P Onshore LLC dated effective as of November 1, 2022

BSF Override Leases

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

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LESSOR	LESSEE	LEASE DATE	VOL	PAGE	SEC	BLK	TSP	COUNTY	STATE	ASSIGNOR OVERRIDE LEASE FORMATION
JENNIFER BLAKE BROMBERG	BHP BILLITON PETROLEUM PROPERTIES NA LP	07/18/2013	1025	446	EAST 80 ACRES OF THE NORTH 120 ACRES OF THE S/2 OF SECTION 12	57	T2S	REEVES	TX	BONE SPRING FORMATION
BLAKE OIL & GAS CORPORATION	BHP BILLITON PETROLEUM PROPERTIES NA LP	07/18/2013	1032	196	EAST 80 ACRES OF THE NORTH 120 ACRES OF THE S/2 OF SECTION 12	57	T2S	REEVES	TX	BONE SPRING FORMATION
ROBERT A SCHULER ET AL	BLAKE OIL & GAS CORPORATION	12/08/1986	474	168	EAST 80 ACRES OF THE NORTH 120 ACRES OF THE S/2 OF SECTION 12	57	T2S	REEVES	TX	BONE SPRING FORMATION
VIOLET SCHULER	BLAKE OIL & GAS CORPORATION	10/10/1987	481	303	EAST 80 ACRES OF THE NORTH 120 ACRES OF THE S/2 OF SECTION 12	57	T2S	REEVES	TX	BONE SPRING FORMATION
EVELYN SCHULER	BLAKE OIL & GAS CORPORATION	10/10/1987	481	311	EAST 80 ACRES OF THE NORTH 120 ACRES OF THE S/2 OF SECTION 12	57	T2S	REEVES	TX	BONE SPRING FORMATION
ALTHA M FARWELL	BLAKE OIL & GAS CORPORATION	09/30/1988	489	362	EAST 80 ACRES OF THE NORTH 120 ACRES OF THE S/2 OF SECTION 12	57	T2S	REEVES	TX	BONE SPRING FORMATION
MARY C GEHLE	BLAKE OIL & GAS CORPORATION	09/30/1988	489	372	EAST 80 ACRES OF THE NORTH 120 ACRES OF THE S/2 OF SECTION 12	57	T2S	REEVES	TX	BONE SPRING FORMATION

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LESSOR	LESSEE	LEASE DATE	VOL	PAGE	SEC	BLK	TSP	COUNTY	STATE	ASSIGNOR OVERRIDE LEASE FORMATION
RICHARD KIEL	BLAKE OIL & GAS CORPORATION	09/30/1988	489	382	EAST 80 ACRES OF THE NORTH 120 ACRES OF THE S/2 OF SECTION 12	57	T2S	REEVES	TX	BONE SPRING FORMATION
DONALD H KIEL	BLAKE OIL & GAS CORPORATION	10/08/1986	489	392	EAST 80 ACRES OF THE NORTH 120 ACRES OF THE S/2 OF SECTION 12	57	T2S	REEVES	TX	BONE SPRING FORMATION
LOIS OESTRICH ET VIR	BLAKE OIL & GAS CORPORATION	09/30/1988	489	402	EAST 80 ACRES OF THE NORTH 120 ACRES OF THE S/2 OF SECTION 12	57	T2S	REEVES	TX	BONE SPRING FORMATION
LORNA JEAN RYBACHECK	BLAKE OIL & GAS CORPORATION	10/10/1988	489	412	EAST 80 ACRES OF THE NORTH 120 ACRES OF THE S/2 OF SECTION 12	57	T2S	REEVES	TX	BONE SPRING FORMATION
MILDRED MAX	BLAKE OIL & GAS CORPORATION	09/30/1988	489	422	EAST 80 ACRES OF THE NORTH 120 ACRES OF THE S/2 OF SECTION 12	57	T2S	REEVES	TX	BONE SPRING FORMATION
ALGO A NOVALLO	BLAKE OIL & GAS CORPORATION	09/30/1988	490	23	EAST 80 ACRES OF THE NORTH 120 ACRES OF THE S/2 OF SECTION 12	57	T2S	REEVES	TX	BONE SPRING FORMATION
SHIRLEY E CAMPBELL & FOR ST OF TX	BLAKE OIL & GAS CORPORATION	10/17/1988	490	33	EAST 80 ACRES OF THE NORTH 120 ACRES OF THE S/2 OF SECTION 12	57	T2S	REEVES	TX	BONE SPRING FORMATION

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RICHARD GEHLE	BLAKE OIL & GAS CORPORATION	09/30/1988	490	43	EAST 80 ACRES OF THE NORTH 120 ACRES OF THE S/2 OF SECTION 12	57	T2S	REEVES	TX	BONE SPRING FORMATION
CAROL WAGNER ET VIR	BLAKE OIL & GAS CORPORATION	09/30/1988	491	448	EAST 80 ACRES OF THE NORTH 120 ACRES OF THE S/2 OF SECTION 12	57	T2S	REEVES	TX	BONE SPRING FORMATION
ESTHER I WURM	BLAKE OIL & GAS CORPORATION	09/30/1988	491	459	EAST 80 ACRES OF THE NORTH 120 ACRES OF THE S/2 OF SECTION 12	57	T2S	REEVES	TX	BONE SPRING FORMATION
TUNSTILL OIL & LAND TRUST	MTBB ACQUISITION COMPANY LLC	03/10/1999	604	595	E/2NE/4, W/2NW/4 AND WEST 40 ACRES OF THE NORTH 120 ACRES OF THE S/2 OF SECTION 12	57	T2S	REEVES	TX	BONE SPRING FORMATION
THE STATE OF TEXAS NO 88364	PREWIT MINERALS	10/05/1982	427	331	SOUTH 200 ACRES OF SECTION 12	57	T2S	REEVES	TX	BONE SPRING FORMATION
GUY CALDWELL ET UX	PHILLIPS PETROLEUM COMPANY	10/15/1970	301	110	N/2 OF SECTION 24	57	T2S	REEVES	TX	BONE SPRING FORMATION
AGNES C BECKHAM ET AL	RICHARD C SLACK	05/25/1987	477	496	40 ACRES AROUND THE GUY CALDWELL #3 WELL IN THE S/2 OF SECTION 24	57	T2S	REEVES	TX	BONE SPRING FORMATION
CMC/SC BECKHAM HOLDINGS LP ET AL	PETROHAWK PROPERTIES LP	06/27/2013	1025	124	S/2 SECTION 24 LESS 40 ACRE TRACT	57	T2S	REEVES	TX	BONE SPRING FORMATION
WILLIAM L WILKINSON	BHP BILLITON PETROLEUM PROPERTIES NA LP	09/09/2016	1333	428	S/2 SECTION 24 LESS 40 ACRE TRACT	57	T2S	REEVES	TX	BONE SPRING FORMATION

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BRENNAND LAZY H RANCH LTD	PETROHAWK PROPERTIES LP	02/15/2012	932	557	All of Section 36	57	T2S	REEVES	TX	BONE SPRING FORMATION
NANCY ADELE SAUSTAD TRUST	PETROHAWK PROPERTIES LP	06/05/2012	948	116	All of Section 36	57	T2S	REEVES	TX	BONE SPRING FORMATION
LOYD W POWELL JR CHILDRENS TRUST	PETROHAWK PROPERTIES LP	05/01/2012	943	31	All of Section 36	57	T2S	REEVES	TX	BONE SPRING FORMATION
PURSUIT ENERGY CORPORATION	PETROHAWK PROPERTIES LP	05/01/2012	943	45	All of Section 36	57	T2S	REEVES	TX	BONE SPRING FORMATION
ANDREWS ROYALTY LP	PETROHAWK PROPERTIES LP	05/01/2012	943	38	All of Section 36	57	T2S	REEVES	TX	BONE SPRING FORMATION
PATTI JO WOOD	PETROHAWK PROPERTIES LP	06/21/2012	956	10	All of Section 36	57	T2S	REEVES	TX	BONE SPRING FORMATION
ROBERTA REGAN TESTAMENTARY TRUST	PETROHAWK PROPERTIES LP	06/01/2012	945	494	All of Section 36	57	T2S	REEVES	TX	BONE SPRING FORMATION
HOWELL SMITH WYNNE	PETROHAWK PROPERTIES LP	05/01/2012	944	290	All of Section 36	57	T2S	REEVES	TX	BONE SPRING FORMATION
WILLIAM BARTON WAKEFIELD TESTAMENTARY TR	PETROHAWK PROPERTIES LP	06/21/2012	951	316	All of Section 36	57	T2S	REEVES	TX	BONE SPRING FORMATION
WESTWAY RANCHES LLC	BHP BILLITON PETROLEUM PROPERTIES NA LP	09/09/2013	1026	301	All of Section 36	57	T2S	REEVES	TX	BONE SPRING FORMATION
NANCY SMITH CHANDLER	BHP BILLITON PETROLEUM PROPERTIES NA LP	10/01/2013	1035	430	All of Section 36	57	T2S	REEVES	TX	BONE SPRING FORMATION
ARBG T LMB O&G TX LP	BHP BILLITON PETROLEUM PROPERTIES NA LP	11/01/2013	1047	432	All of Section 36	57	T2S	REEVES	TX	BONE SPRING FORMATION

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LESSOR	LESSEE	LEASE DATE	VOL	PAGE	SEC	BLK	TSP	COUNTY	STATE	ASSIGNOR OVERRIDE LEASE FORMATION
EPB O&G TX LP	BHP BILLITON PETROLEUM PROPERTIES NA LP	11/01/2013	1047	418	All of Section 36	57	T2S	REEVES	TX	BONE SPRING FORMATION
ARBGT RMB O&G TX LP	BHP BILLITON PETROLEUM PROPERTIES NA LP	11/01/2013	1047	439	All of Section 36	57	T2S	REEVES	TX	BONE SPRING FORMATION
SID W RICHARDSON FOUNDATION	BHP BILLITON PETROLEUM PROPERTIES NA LP	11/01/2013	1047	425	All of Section 36	57	T2S	REEVES	TX	BONE SPRING FORMATION
ARBGT SRB O&G TX LP	BHP BILLITON PETROLEUM PROPERTIES NA LP	11/01/2013	1047	446	All of Section 36	57	T2S	REEVES	TX	BONE SPRING FORMATION
PATTI JO WOOD TRUST UWO JOSIE FAY PECK	BHP BILLITON PETROLEUM PROPERTIES NA LP	01/13/2014	1056	741	All of Section 36	57	T2S	REEVES	TX	BONE SPRING FORMATION

End of Exhibit "B-3"

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43-2024-1730-08/26/2024 08:59:04 AM



I, Mozelle Carr, Clerk of the County Court, in and for said County, do hereby certify that the within instrument in writing, dated with its certification of authentication, was filed in my office 08/26/2024 at 08:59 AM and recorded 08/26/2024 in the OFFICIAL PUBLIC RECORDS of Loving County, Texas with Instrument Number 2024-1730. Witness my Hand and Seal of Said Court, at office in Mentone, Texas, on date and year last above written.



Mozelle Carr

MOZELLE CARR, County Clerk
Loving County Texas

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[Signature]
Clerk/Deputy



IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be executed on the dates of their respective acknowledgments set forth below, to be effective, however, as of the Effective Time.

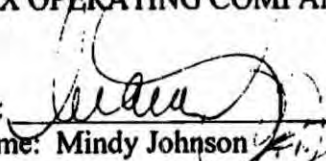
[Remainder intentionally blank, signature and acknowledgment pages follow]



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Reeves County Texas,
Evangelina N. Abila, County Clerk

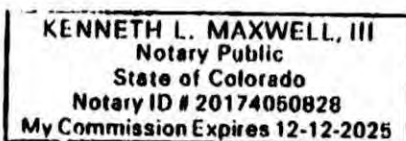
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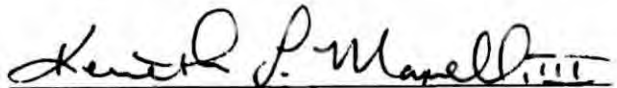
ASSIGNOR:
BPX OPERATING COMPANY

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

STATE OF COLORADO §
 §
COUNTY OF DENVER §

This foregoing instrument was acknowledged before me this 15th day of August, 2024, by, Mindy Johnson, Attorney-in-Fact of BPX Operating Company, a Texas corporation, on behalf of said corporation.




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



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ASSIGNEE:

ANADARKO E&P ONSHORE LLC

By: *John V. Schneider*

Name: John V. Schneider

Title: Attorney-in-Fact

STATE OF TEXAS

§

§

COUNTY OF HARRIS

§

The foregoing instrument was acknowledged before me on this 1 day of August, 2024, by, John V. Schneider, Attorney-in-Fact of Anadarko E&P Onshore LLC, a Delaware limited liability company, on behalf of said limited liability company.

Camille Dyes
Notary Public

Printed Name: Camille Dyes

My Commission Expires: June 14, 2027



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Exhibit "A-1"

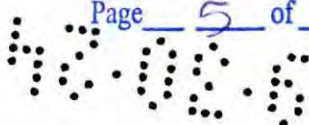
Attached to and made a part of that certain Amendment to Assignment and Conveyance by and between BPX Operating Company and Anadarko E&P Onshore LLC dated effective as of November 1, 2022

Leases and Lands

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



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VIRGINIA PAT KEASLER TAYLOR	PETROHAWK PROPERTIES, LP	01/14/2011	872	15	1702	All of Section 22	57	T3S	REEVES	TX
PHILIP JENKINS	PETROHAWK PROPERTIES, LP	01/17/2011	872	767	1875	All of Section 22	57	T3S	REEVES	TX
PHILIP LEAHY HOOTON	PETROHAWK PROPERTIES, LP	01/17/2011	872	775	1876	All of Section 22	57	T3S	REEVES	TX
GREGORY JENKINS	PETROHAWK PROPERTIES, LP	01/14/2011	872	782	1877	All of Section 22	57	T3S	REEVES	TX
JOSEPH ROBERT KEASLER	PETROHAWK PROPERTIES, LP	01/17/2011	872	789	1878	All of Section 22	57	T3S	REEVES	TX
JESSE DAVID CROUCH	PETROHAWK PROPERTIES, LP	01/17/2011	871	815	1698	All of Section 22	57	T3S	REEVES	TX
JAMES WILLIAM HOOTON	PETROHAWK PROPERTIES, LP	01/13/2011	871	354	1603	All of Section 22	57	T3S	REEVES	TX
DEBORAH HOOTON HARTSOCK	PETROHAWK PROPERTIES, LP	01/13/2011	871	368	1605	All of Section 22	57	T3S	REEVES	TX
GENE HOOTON	PETROHAWK PROPERTIES, LP	01/13/2011	871	382	1607	All of Section 22	57	T3S	REEVES	TX
TERRELL JENKINS KING	PETROHAWK PROPERTIES, LP	01/13/2011	878	709	2928	All of Section 22	57	T3S	REEVES	TX
LUCY CAROLYN KING PEREZ	PETROHAWK PROPERTIES, LP	01/17/2011	878	716	2929	All of Section 22	57	T3S	REEVES	TX
JEFFREY LYNN CROUCH	PETROHAWK PROPERTIES, LP	01/17/2011	878	723	2930	All of Section 22	57	T3S	REEVES	TX
DISCOVERY EXPLORATION	BRACERO OIL COMPANY	12/02/2013	1039	631	13-08865	N/2 Section 24	56	T3S	REEVES	TX
JACQUELINE C HEDBLOM ET AL	BRACERO OIL COMPANY	09/24/2013	1027	89	13-07101	N/2 Section 24	56	T3S	REEVES	TX
BLAKE OIL & GAS CORPORATION	BHP BILLITON PETROLEUM PROPERTIES NA LP	02/15/2016	1254	276	16-03768	N/2 Section 24	56	T3S	REEVES	TX
SAMUEL L MAYALL	BHP BILLITON PETROLEUM PROPERTIES NA LP	08/26/2015	1196	643	15-08470	All of Section 34	56	T3S	REEVES	TX
VIRGINIA N SIBLEY PERRYMAN	BHP BILLITON PETROLEUM PROPERTIES NA LP	09/18/2015	1201	705	15-09149	All of Section 34	56	T3S	REEVES	TX



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ELIZABETH WENDY ROBERTS SIBLEY HARPER ET	BHP BILLITON PETROLEUM PROPERTIES NA LP	09/18/2015	1201	713	15-09150	All of Section 34	56	T3S	REEVES	TX
JULIA NORFLEET HEARNE	BHP BILLITON PETROLEUM PROPERTIES NA LP	09/18/2015	1201	698	15-09148	All of Section 34	56	T3S	REEVES	TX
BLAKE OIL & GAS CORPORATION	BHP BILLITON PETROLEUM PROPERTIES NA LP	02/15/2016	1254	265	16-03767	All of Section 34	56	T3S	REEVES	TX
VICTORIA SMITH BURROWS	BHP BILLITON PETROLEUM PROPERTIES NA LP	04/07/2017	1447	341	17-12252	All of Section 34	56	T3S	REEVES	TX
LOWRY SMITH JR	BHP BILLITON PETROLEUM PROPERTIES NA LP	03/30/2017	1447	327	17-12251	All of Section 34	56	T3S	REEVES	TX
DONNA NELMS	BHP BILLITON PETROLEUM PROPERTIES NA LP	07/10/2017	1463	587	17-14408	All of Section 34	56	T3S	REEVES	TX
MELANIE COFFMAN	BHP BILLITON PETROLEUM PROPERTIES NA LP	07/31/2017	1475	732	17-15836	All of Section 34	56	T3S	REEVES	TX
ROBERT HENRY STOWELL	BHP BILLITON PETROLEUM PROPERTIES NA LP	12/15/2017	1538	778	18-01989	All of Section 34	56	T3S	REEVES	TX
WILLIAM C MAYALL	BHP BILLITON PETROLEUM PROPERTIES NA LP	03/01/2018	1568	448	18-05425	All of Section 34	56	T3S	REEVES	TX
NANCY L SAMPSON	BHP BILLITON PETROLEUM PROPERTIES NA LP	03/01/2018	1568	420	18-05423	All of Section 34	56	T3S	REEVES	TX
JOHN S MAYALL	BHP BILLITON PETROLEUM PROPERTIES NA LP	03/01/2018	1568	462	18-05426	All of Section 34	56	T3S	REEVES	TX
ELIZABETH PAPE	BHP BILLITON PETROLEUM PROPERTIES NA LP	03/01/2018	1568	434	18-05424	All of Section 34	56	T3S	REEVES	TX
WALLACE EUGENE FAGERSTEDT	BHP BILLITON PETROLEUM PROPERTIES NA LP	05/01/2018	1597	179	18-08854	All of Section 34	56	T3S	REEVES	TX



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LANCE MARTIN FAGERSTEDT	BHP BILLITON PETROLEUM PROPERTIES NA LP	05/01/2018	1610	59	18-10293	All of Section 34	56	T3S	REEVES	TX
STATE OF TEXAS M-112484	ANGELLE & DONOHUE OIL & GAS PROPERTIES,	04/05/2011	879	416	3035	All of Section 38	57	T3S	REEVES	TX
THE GEORGE R BROWN PARTNERSHIP LP	LEGEND NATURAL GAS IV LP	06/29/2010	848	164	2422	ALL OF SECTION 44	56	T2S	REEVES	TX
SHARON M DARCY	LEGEND NATURAL GAS IV LP	06/10/2010	850	204	2795	All of Section 22	56	T3S	REEVES	TX
M D ABEL CO	TRANSCENDENT OIL & GAS PROPERTIES LLC	05/27/2010	94	711	10-785	N/2 OF SECTION 2	55	T2S	LOVING	TX
ELSIE ANN GAYER TRUST	BOLD ENERGY II LLC	09/01/2010	96	478	10-1094	S/2 OF SECTION 2	55	T2S	LOVING	TX
FLOYD C DODSON JR GRANTOR TRUST ET AL	BOLD ENERGY II LLC	09/01/2010	96	469	10-1093	S/2 OF SECTION 2	55	T2S	LOVING	TX
BRENNAND LAZY H RANCH LTD	PETROHAWK PROPERTIES LP	02/15/2012	932	557	12-02282	All of Section 36	57	T2S	REEVES	TX
NANCY ADELE SAUSTAD TRUST	PETROHAWK PROPERTIES LP	06/05/2012	948	116	12-04814	All of Section 36	57	T2S	REEVES	TX
LOYD W POWELL JR CHILDRENS TRUST	PETROHAWK PROPERTIES LP	05/01/2012	943	31	12-04044	All of Section 36	57	T2S	REEVES	TX
PURSUIT ENERGY CORPORATION	PETROHAWK PROPERTIES LP	05/01/2012	943	45	12-04046	All of Section 36	57	T2S	REEVES	TX
ANDREWS ROYALTY LP	PETROHAWK PROPERTIES LP	05/01/2012	943	38	12-04045	All of Section 36	57	T2S	REEVES	TX
PATTI JO WOOD	PETROHAWK PROPERTIES LP	06/21/2012	956	10	12-05800	All of Section 36	57	T2S	REEVES	TX
ROBERTA REGAN TESTAMENTARY TRUST	PETROHAWK PROPERTIES LP	06/01/2012	945	494	12-04364	All of Section 36	57	T2S	REEVES	TX
HOWELL SMITH WYNNE	PETROHAWK PROPERTIES LP	05/01/2012	944	290	12-04239	All of Section 36	57	T2S	REEVES	TX
WILLIAM BARTON WAKEFIELD TESTAMENTARY TR	PETROHAWK PROPERTIES LP	06/21/2012	951	316	12-05288	All of Section 36	57	T2S	REEVES	TX



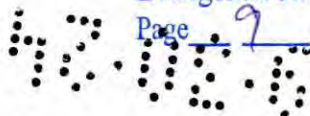
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WESTWAY RANCHES LLC	BHP BILLITON PETROLEUM PROPERTIES NA LP	09/09/2013	1026	301	13-06997	All of Section 36	57	T2S	REEVES	TX
NANCY SMITH CHANDLER	BHP BILLITON PETROLEUM PROPERTIES NA LP	10/01/2013	1035	430	13-08266	All of Section 36	57	T2S	REEVES	TX
ARBGT LMB O&G TX LP	BHP BILLITON PETROLEUM PROPERTIES NA LP	11/01/2013	1047	432	14-00181	All of Section 36	57	T2S	REEVES	TX
EPB O&G TX LP	BHP BILLITON PETROLEUM PROPERTIES NA LP	11/01/2013	1047	418	14-00179	All of Section 36	57	T2S	REEVES	TX
ARBGT RMB O&G TX LP	BHP BILLITON PETROLEUM PROPERTIES NA LP	11/01/2013	1047	439	14-00182	All of Section 36	57	T2S	REEVES	TX
SID W RICHARDSON FOUNDATION	BHP BILLITON PETROLEUM PROPERTIES NA LP	11/01/2013	1047	425	14-00180	All of Section 36	57	T2S	REEVES	TX
ARBGT SRB O&G TX LP	BHP BILLITON PETROLEUM PROPERTIES NA LP	11/01/2013	1047	446	14-00183	All of Section 36	57	T2S	REEVES	TX
PATTI JO WOOD TRUST UWO JOSIE FAY PECK	BHP BILLITON PETROLEUM PROPERTIES NA LP	01/13/2014	1056	741	14-01538	All of Section 36	57	T2S	REEVES	TX
WILLIAM EDWARD LASELL ET AL	PETROHAWK PROPERTIES LP	03/25/2013	1001	320	13-03311	E/2NW/4 OF SECTION 12	57	T2S	REEVES	TX
LOWE ROYALTY PARTNERS LP	PETROHAWK PROPERTIES LP	01/28/2013	1001	297	13-03308	E/2NW/4 AND W/2NE/4 OF SECTION 12	57	T2S	REEVES	TX
JULIA LUCINDA C RAMAN	PETROHAWK PROPERTIES LP	05/24/2013	1007	741	13-04427	E/2NW/4 AND W/2NE/4 OF SECTION 12	57	T2S	REEVES	TX
WALTER C CREMIN III	PETROHAWK PROPERTIES LP	05/24/2013	1010	361	13-04843	E/2NW/4 AND W/2NE/4 OF SECTION 12	57	T2S	REEVES	TX
MARIANNE C TAYLOR	PETROHAWK PROPERTIES LP	05/24/2013	1014	521	13-05322	E/2NW/4 AND W/2NE/4 OF SECTION 12	57	T2S	REEVES	TX



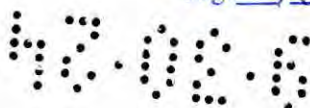
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ESTATE OF ANN CREMIN FIALA	PETROHAWK PROPERTIES LP	06/12/2013	1014	528	13-05323	E/2NW/4 AND W/2NE/4 OF SECTION 12	57	T2S	REEVES	TX
STANLEY N STAPLES	PETROHAWK PROPERTIES LP	05/24/2013	1010	368	13-04844	EAST 80 ACRES OF THE NORTH 120 ACRES OF THE S/2 OF SECTION 12	57	T2S	REEVES	TX
LAUREN LEAVELL PINKSTON	BHP BILLITON PETROLEUM PROPERTIES NA LP	07/18/2013	1025	436	13-06863	EAST 80 ACRES OF THE NORTH 120 ACRES OF THE S/2 OF SECTION 12	57	T2S	REEVES	TX
WILLIAM WYATT LEAVELL III	BHP BILLITON PETROLEUM PROPERTIES NA LP	07/18/2013	1025	426	13-06862	EAST 80 ACRES OF THE NORTH 120 ACRES OF THE S/2 OF SECTION 12	57	T2S	REEVES	TX
JENNIFER BLAKE BROMBERG	BHP BILLITON PETROLEUM PROPERTIES NA LP	07/18/2013	1025	446	13-06864	EAST 80 ACRES OF THE NORTH 120 ACRES OF THE S/2 OF SECTION 12	57	T2S	REEVES	TX
BLAKE OIL & GAS CORPORATION	BHP BILLITON PETROLEUM PROPERTIES NA LP	07/18/2013	1032	196	13-07868	EAST 80 ACRES OF THE NORTH 120 ACRES OF THE S/2 OF SECTION 12	57	T2S	REEVES	TX
ROBERT A SCHULER ET AL	BLAKE OIL & GAS CORPORATION	12/08/1986	474	168	344	EAST 80 ACRES OF THE NORTH 120 ACRES OF THE S/2 OF SECTION 12	57	T2S	REEVES	TX
VIOLET SCHULER	BLAKE OIL & GAS CORPORATION	10/10/1987	481	303	3062	EAST 80 ACRES OF THE NORTH 120 ACRES OF THE S/2 OF SECTION 12	57	T2S	REEVES	TX
*EVELYN SCHULER	BLAKE OIL & GAS CORPORATION	10/10/1987	481	311	3063	EAST 80 ACRES OF THE NORTH 120 ACRES OF THE S/2 OF SECTION 12	57	T2S	REEVES	TX



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ALTHA M FARWELL	BLAKE OIL & GAS CORPORATION	09/30/1988	489	362	2781	EAST 80 ACRES OF THE NORTH 120 ACRES OF THE S/2 OF SECTION 12	57	T2S	REEVES	TX
MARY C GEHLE	BLAKE OIL & GAS CORPORATION	09/30/1988	489	372	2782	EAST 80 ACRES OF THE NORTH 120 ACRES OF THE S/2 OF SECTION 12	57	T2S	REEVES	TX
RICHARD KIEL	BLAKE OIL & GAS CORPORATION	09/30/1988	489	382	2783	EAST 80 ACRES OF THE NORTH 120 ACRES OF THE S/2 OF SECTION 12	57	T2S	REEVES	TX
DONALD H KIEL	BLAKE OIL & GAS CORPORATION	10/08/1986	489	392	2784	EAST 80 ACRES OF THE NORTH 120 ACRES OF THE S/2 OF SECTION 12	57	T2S	REEVES	TX
LOIS OESTRICH ET VIR	BLAKE OIL & GAS CORPORATION	09/30/1988	489	402	2785	EAST 80 ACRES OF THE NORTH 120 ACRES OF THE S/2 OF SECTION 12	57	T2S	REEVES	TX
LORNA JEAN RYBACHEK	BLAKE OIL & GAS CORPORATION	10/10/1988	489	412	2786	EAST 80 ACRES OF THE NORTH 120 ACRES OF THE S/2 OF SECTION 12	57	T2S	REEVES	TX
MILDRED MAX	BLAKE OIL & GAS CORPORATION	09/30/1988	489	422	2787	EAST 80 ACRES OF THE NORTH 120 ACRES OF THE S/2 OF SECTION 12	57	T2S	REEVES	TX
ALGO A NOVALLO	BLAKE OIL & GAS CORPORATION	09/30/1988	490	23	2939	EAST 80 ACRES OF THE NORTH 120 ACRES OF THE S/2 OF SECTION 12	57	T2S	REEVES	TX



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SHIRLEY E CAMPBELL & FOR ST OF TX	BLAKE OIL & GAS CORPORATION	10/17/1988	490	33	2940	EAST 80 ACRES OF THE NORTH 120 ACRES OF THE S/2 OF SECTION 12	57	T2S	REEVES	TX
RICHARD GEHLE	BLAKE OIL & GAS CORPORATION	09/30/1988	490	43	2941	EAST 80 ACRES OF THE NORTH 120 ACRES OF THE S/2 OF SECTION 12	57	T2S	REEVES	TX
CAROL WAGNER ET VIR	BLAKE OIL & GAS CORPORATION	09/30/1988	491	448	208	EAST 80 ACRES OF THE NORTH 120 ACRES OF THE S/2 OF SECTION 12	57	T2S	REEVES	TX
ESTHER I WURM	BLAKE OIL & GAS CORPORATION	09/30/1988	491	459	209	EAST 80 ACRES OF THE NORTH 120 ACRES OF THE S/2 OF SECTION 12	57	T2S	REEVES	TX
AGNES C BECKHAM ET AL	RICHARD C SLACK	05/25/1987	477	496	1621	40 ACRES AROUND THE GUY CALDWELL #3 WELL IN THE S/2 OF SECTION 24	57	T2S	REEVES	TX
ROY E KIMSEY JR	PETROHAWK PROPERTIES LP	06/18/2013	1008	54	13-04457	W/2 OF SECTION 46	56	T2S	REEVES	TX
TOM E JOHNSON LP	PETROHAWK PROPERTIES LP	06/18/2013	1009	738	13-04789	W/2 OF SECTION 46	56	T2S	REEVES	TX
GEORGE A THOMAS	PETROHAWK PROPERTIES LP	06/18/2013	1008	47	13-04456	W/2 OF SECTION 46	56	T2S	REEVES	TX
ROBERT M DAVENPORT	BHP BILLITON PETROLEUM PROPERTIES NA LP	10/08/2013	1037	176	13-08529	W/2 OF SECTION 46	56	T2S	REEVES	TX
CLIFFORD G GLASGOW	BHP BILLITON PETROLEUM PROPERTIES NA LP	09/10/2013	1026	322	13-07000	All of Section 42	57	T2S	REEVES	TX
SHARON U TERJESEN	BHP BILLITON PETROLEUM PROPERTIES NA LP	09/10/2013	1026	315	13-06999	All of Section 42	57	T2S	REEVES	TX



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JAMES STEPHEN GLASGOW	BHP BILLITON PETROLEUM PROPERTIES NA LP	09/10/2013	1026	329	13-07001	All of Section 42	57	T2S	REEVES	TX
ARLISS GLASGOW TRAVIS	BHP BILLITON PETROLEUM PROPERTIES NA LP	09/10/2013	1026	308	13-06998	All of Section 42	57	T2S	REEVES	TX
JAMES H ZINCK	BHP BILLITON PETROLEUM PROPERTIES NA LP	08/19/2013	1025	344	13-06846	All of Section 42	57	T2S	REEVES	TX
TAS ROYALTY COMPANY ET AL	BHP BILLITON PETROLEUM PROPERTIES NA LP	08/12/2013	1022	340	13-06444	All of Section 42	57	T2S	REEVES	TX
SCOTT C STEVENSON	BHP BILLITON PETROLEUM PROPERTIES NA LP	08/20/2013	1025	470	13-06867	All of Section 42	57	T2S	REEVES	TX
WALKER COUNTY HOSPITAL CORPORATION	BHP BILLITON PETROLEUM PROPERTIES NA LP	08/12/2013	1025	386	13-06852	All of Section 42	57	T2S	REEVES	TX
STANLEY T BROUSSARD	BHP BILLITON PETROLEUM PROPERTIES NA LP	08/20/2013	1025	463	13-06866	All of Section 42	57	T2S	REEVES	TX
LAWRENCE F A STEVENSON JR	BHP BILLITON PETROLEUM PROPERTIES NA LP	08/20/2013	1025	372	13-06850	All of Section 42	57	T2S	REEVES	TX
RANDOLPH & CO	BHP BILLITON PETROLEUM PROPERTIES NA LP	08/12/2013	1022	347	13-06445	All of Section 42	57	T2S	REEVES	TX
WAYNE CHARLES TOMASEK	BHP BILLITON PETROLEUM PROPERTIES NA LP	08/12/2013	1025	379	13-06851	All of Section 42	57	T2S	REEVES	TX
STEPHEN H REGNIER	BHP BILLITON PETROLEUM PROPERTIES NA LP	08/12/2013	1025	365	13-06849	All of Section 42	57	T2S	REEVES	TX
PIERCE MINERAL LLLP	BHP BILLITON PETROLEUM PROPERTIES NA LP	08/12/2013	1022	354	13-06446	All of Section 42	57	T2S	REEVES	TX
PAUL P REGNIER JR	BHP BILLITON PETROLEUM PROPERTIES NA LP	08/12/2013	1025	358	13-06848	All of Section 42	57	T2S	REEVES	TX



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CUSSETA BALL BOULON	BHP BILLITON PETROLEUM PROPERTIES NA LP	08/20/2013	1025	351	13-06847	All of Section 42	57	T2S	REEVES	TX
BARTEL LIVING TRUST	BHP BILLITON PETROLEUM PROPERTIES NA LP	09/10/2013	1027	777	13-07248	All of Section 42	57	T2S	REEVES	TX
LOUISE GLASGOW CHEATHAM	BHP BILLITON PETROLEUM PROPERTIES NA LP	09/10/2013	1026	617	13-07053	All of Section 42	57	T2S	REEVES	TX
SANDRA A TOMASEK IRREV DECEDENTS B TRUST	BHP BILLITON PETROLEUM PROPERTIES NA LP	08/20/2013	1025	456	13-06865	All of Section 42	57	T2S	REEVES	TX
HELEN VIRGINIA BELEW BRYANT ET VIR	BHP BILLITON PETROLEUM PROPERTIES NA LP	09/10/2013	1026	624	13-07054	All of Section 42	57	T2S	REEVES	TX
THOMAS H BALL III	BHP BILLITON PETROLEUM PROPERTIES NA LP	10/02/2013	1029	504	13-07475	All of Section 42	57	T2S	REEVES	TX
METHODIST CHILDRENS HOME	BHP BILLITON PETROLEUM PROPERTIES NA LP	11/02/2013	1039	794	13-08905	All of Section 42	57	T2S	REEVES	TX
GERALD B BROUSSARD	BHP BILLITON PETROLEUM PROPERTIES NA LP	12/04/2013	1047	467	14-00186	All of Section 42	57	T2S	REEVES	TX
CMC/SC BECKHAM HOLDINGS LP ET AL	PETROHAWK PROPERTIES LP	06/27/2013	1025	124	13-06805	S/2 SECTION 24 LESS 40 ACRE TRACT	57	T2S	REEVES	TX
JOHN D CAMP	BHP BILLITON PETROLEUM PROPERTIES NA LP	08/21/2013	1026	519	13-07038	E/2 OF SECTION 46	56	T2S	REEVES	TX
THE GRETCHEN C NORTHRUP FOUNDATION	STEPHEN C COLE	08/14/2013	1023	763	13-06622	ALL OF SECTION 34 SAVE AND EXCEPT THE NE/4NE/4	56	T2S	REEVES	TX
TRINITY UNIVERSITY	STEPHEN C COLE	08/14/2013	1023	751	13-06621	ALL OF SECTION 34 SAVE AND EXCEPT THE NE/4NE/4	56	T2S	REEVES	TX



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LESSOR	LESSEE	LEASE DATE	VOL	PAGE	INSTRUMENT NO.	SECTION	BLOCK	TOWNSHIP	COUNTY	STATE
SUNSHINE COTTAGE SCHOOL FOR DEAF CHILDREN	STEPHEN C COLE	08/14/2013	1023	775	13-06623	ALL OF SECTION 34 SAVE AND EXCEPT THE NE/4NE/4	56	T2S	REEVES	TX
METT OIL AND GAS LP	BHP BILLITON PETROLEUM PROPERTIES NA LP	01/23/2014	1056	756	14-01540	SW/4 Section 44	57	T2S	REEVES	TX
PLACER LTD	BHP BILLITON PETROLEUM PROPERTIES NA LP	01/23/2014	1056	749	14-01539	SW/4 Section 44	57	T2S	REEVES	TX
BRENNAND LAZY H RANCH LTD	BHP BILLITON PETROLEUM PROPERTIES NA LP	03/01/2014	881	141	14-03025	E/2 Section 44	57	T2S	REEVES	TX
REDLANDS ROYALTY COMPANY LLC	BHP BILLITON PETROLEUM PROPERTIES NA LP	03/17/2014	1073	581	14-03976	E/2 Section 44	57	T2S	REEVES	TX
SELF CHILDRENS MANAGEMENT TRUST	BHP BILLITON PETROLEUM PROPERTIES NA LP	06/11/2014	1092	314	14-06696	E/2 Section 44	57	T2S	REEVES	TX
HENKE PETROLEUM CORPORATION	BHP BILLITON PETROLEUM PROPERTIES NA LP	06/11/2014	1151	443	14-07907	E/2 Section 44	57	T2S	REEVES	TX
THE FITZGERALD FIRST RESTATED TRUST UTA	BHP BILLITON PETROLEUM PROPERTIES NA LP	03/27/2015	1161	299	15-03771	E/2 Section 44	57	T2S	REEVES	TX
MARGARET S SHOCKLEY TRUST	BHP BILLITON PETROLEUM PROPERTIES NA LP	04/27/2016	1284	398	16-07847	E/2 Section 44	57	T2S	REEVES	TX
JO ANN SHAW BARBER TRUST	BHP BILLITON PETROLEUM PROPERTIES NA LP	08/05/2016	1333	414	16-14490	E/2 Section 44	57	T2S	REEVES	TX
THE STATE OF TEXAS M-112986	T VERNE DWYER	07/19/2011	901	385	6712	NW/4 Section 44	57	T2S	REEVES	TX
TUNSTILL OIL & LAND TRUST	MT88 ACQUISITION COMPANY LLC	03/10/1999	604	595	1070	E/2NE/4, W/2NW/4 AND WEST 40 ACRES OF THE NORTH 120 ACRES OF THE S/2 OF SECTION 12	57	T2S	REEVES	TX



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

*Lease is being conveyed as-is and without warranty.

End of Exhibit "A-1"



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Exhibit "B-3"

Attached to and made a part of that certain Amendment to Assignment and Conveyance by and between BPX Operating Company and Anadarko E&P Onshore LLC dated effective as of November 1, 2022

BSF Override Leases

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



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LESSOR	LESSEE	LEASE DATE	VOL	PAGE	SEC	BLK	TSP	COUNTY	STATE	ASSIGNOR OVERRIDE LEASE FORMATION
JENNIFER BLAKE BROMBERG	BHP BILLITON PETROLEUM PROPERTIES NA LP	07/18/2013	1025	446	EAST 80 ACRES OF THE NORTH 120 ACRES OF THE S/2 OF SECTION 12	57	T2S	REEVES	TX	BONE SPRING FORMATION
BLAKE OIL & GAS CORPORATION	BHP BILLITON PETROLEUM PROPERTIES NA LP	07/18/2013	1032	196	EAST 80 ACRES OF THE NORTH 120 ACRES OF THE S/2 OF SECTION 12	57	T2S	REEVES	TX	BONE SPRING FORMATION
ROBERT A SCHULER ET AL	BLAKE OIL & GAS CORPORATION	12/08/1986	474	168	EAST 80 ACRES OF THE NORTH 120 ACRES OF THE S/2 OF SECTION 12	57	T2S	REEVES	TX	BONE SPRING FORMATION
VIOLET SCHULER	BLAKE OIL & GAS CORPORATION	10/10/1987	481	303	EAST 80 ACRES OF THE NORTH 120 ACRES OF THE S/2 OF SECTION 12	57	T2S	REEVES	TX	BONE SPRING FORMATION
EVELYN SCHULER	BLAKE OIL & GAS CORPORATION	10/10/1987	481	311	EAST 80 ACRES OF THE NORTH 120 ACRES OF THE S/2 OF SECTION 12	57	T2S	REEVES	TX	BONE SPRING FORMATION
ALTHA M FARWELL	BLAKE OIL & GAS CORPORATION	09/30/1988	489	362	EAST 80 ACRES OF THE NORTH 120 ACRES OF THE S/2 OF SECTION 12	57	T2S	REEVES	TX	BONE SPRING FORMATION
MARY C GEHLE	BLAKE OIL & GAS CORPORATION	09/30/1988	489	372	EAST 80 ACRES OF THE NORTH 120 ACRES OF THE S/2 OF SECTION 12	57	T2S	REEVES	TX	BONE SPRING FORMATION



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LESSOR	LESSEE	LEASE DATE	VOL	PAGE	SEC	BLK	TSP	COUNTY	STATE	ASSIGNOR OVERRIDE LEASE FORMATION
RICHARD KIEL	BLAKE OIL & GAS CORPORATION	09/30/1988	489	382	EAST 80 ACRES OF THE NORTH 120 ACRES OF THE S/2 OF SECTION 12	57	T2S	REEVES	TX	BONE SPRING FORMATION
DONALD H KIEL	BLAKE OIL & GAS CORPORATION	10/08/1986	489	392	EAST 80 ACRES OF THE NORTH 120 ACRES OF THE S/2 OF SECTION 12	57	T2S	REEVES	TX	BONE SPRING FORMATION
LOIS OESTRICH ET VIR	BLAKE OIL & GAS CORPORATION	09/30/1988	489	402	EAST 80 ACRES OF THE NORTH 120 ACRES OF THE S/2 OF SECTION 12	57	T2S	REEVES	TX	BONE SPRING FORMATION
LORNA JEAN RYBACHECK	BLAKE OIL & GAS CORPORATION	10/10/1988	489	412	EAST 80 ACRES OF THE NORTH 120 ACRES OF THE S/2 OF SECTION 12	57	T2S	REEVES	TX	BONE SPRING FORMATION
MILDRED MAX	BLAKE OIL & GAS CORPORATION	09/30/1988	489	422	EAST 80 ACRES OF THE NORTH 120 ACRES OF THE S/2 OF SECTION 12	57	T2S	REEVES	TX	BONE SPRING FORMATION
ALGO A NOVALLO	BLAKE OIL & GAS CORPORATION	09/30/1988	490	23	EAST 80 ACRES OF THE NORTH 120 ACRES OF THE S/2 OF SECTION 12	57	T2S	REEVES	TX	BONE SPRING FORMATION
SHIRLEY E CAMPBELL & FOR ST OF TX	BLAKE OIL & GAS CORPORATION	10/17/1988	490	33	EAST 80 ACRES OF THE NORTH 120 ACRES OF THE S/2 OF SECTION 12	57	T2S	REEVES	TX	BONE SPRING FORMATION



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LESSOR	LESSEE	LEASE DATE	VOL	PAGE	SEC	BLK	TSP	COUNTY	STATE	ASSIGNOR OVERRIDE LEASE FORMATION
RICHARD GEHLE	BLAKE OIL & GAS CORPORATION	09/30/1988	490	43	EAST 80 ACRES OF THE NORTH 120 ACRES OF THE S/2 OF SECTION 12	57	T2S	REEVES	TX	BONE SPRING FORMATION
CAROL WAGNER ET VIR	BLAKE OIL & GAS CORPORATION	09/30/1988	491	448	EAST 80 ACRES OF THE NORTH 120 ACRES OF THE S/2 OF SECTION 12	57	T2S	REEVES	TX	BONE SPRING FORMATION
ESTHER I WURM	BLAKE OIL & GAS CORPORATION	09/30/1988	491	459	EAST 80 ACRES OF THE NORTH 120 ACRES OF THE S/2 OF SECTION 12	57	T2S	REEVES	TX	BONE SPRING FORMATION
TUNSTILL OIL & LAND TRUST	MTBB ACQUISITION COMPANY LLC	03/10/1999	604	595	E/2NE/4, W/2NW/4 AND WEST 40 ACRES OF THE NORTH 120 ACRES OF THE S/2 OF SECTION 12	57	T2S	REEVES	TX	BONE SPRING FORMATION
THE STATE OF TEXAS NO 88364	PREWIT MINERALS	10/05/1982	427	331	SOUTH 200 ACRES OF SECTION 12	57	T2S	REEVES	TX	BONE SPRING FORMATION
GUY CALDWELL ET UX	PHILLIPS PETROLEUM COMPANY	10/15/1970	301	110	N/2 OF SECTION 24	57	T2S	REEVES	TX	BONE SPRING FORMATION
AGNES C BECKHAM ET AL	RICHARD C SLACK	05/25/1987	477	496	40 ACRES AROUND THE GUY CALDWELL #3 WELL IN THE S/2 OF SECTION 24	57	T2S	REEVES	TX	BONE SPRING FORMATION
CMC/SC BECKHAM HOLDINGS LP ET AL	PETROHAWK PROPERTIES LP	06/27/2013	1025	124	S/2 SECTION 24 LESS 40 ACRE TRACT	57	T2S	REEVES	TX	BONE SPRING FORMATION
WILLIAM L WILKINSON	BHP BILLITON PETROLEUM PROPERTIES NA LP	09/09/2016	1333	428	S/2 SECTION 24 LESS 40 ACRE TRACT	57	T2S	REEVES	TX	BONE SPRING FORMATION



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LESSOR	LESSEE	LEASE DATE	VOL	PAGE	SEC	BLK	TSP	COUNTY	STATE	ASSIGNOR OVERRIDE LEASE FORMATION
BRENNAND LAZY H RANCH LTD	PETROHAWK PROPERTIES LP	02/15/2012	932	557	All of Section 36	57	T2S	REEVES	TX	BONE SPRING FORMATION
NANCY ADELE SAUSTAD TRUST	PETROHAWK PROPERTIES LP	06/05/2012	948	116	All of Section 36	57	T2S	REEVES	TX	BONE SPRING FORMATION
LOYD W POWELL JR CHILDRENS TRUST	PETROHAWK PROPERTIES LP	05/01/2012	943	31	All of Section 36	57	T2S	REEVES	TX	BONE SPRING FORMATION
PURSUIT ENERGY CORPORATION	PETROHAWK PROPERTIES LP	05/01/2012	943	45	All of Section 36	57	T2S	REEVES	TX	BONE SPRING FORMATION
ANDREWS ROYALTY LP	PETROHAWK PROPERTIES LP	05/01/2012	943	38	All of Section 36	57	T2S	REEVES	TX	BONE SPRING FORMATION
PATTI JO WOOD	PETROHAWK PROPERTIES LP	06/21/2012	956	10	All of Section 36	57	T2S	REEVES	TX	BONE SPRING FORMATION
ROBERTA REGAN TESTAMENTARY TRUST	PETROHAWK PROPERTIES LP	06/01/2012	945	494	All of Section 36	57	T2S	REEVES	TX	BONE SPRING FORMATION
HOWELL SMITH WYNNE	PETROHAWK PROPERTIES LP	05/01/2012	944	290	All of Section 36	57	T2S	REEVES	TX	BONE SPRING FORMATION
WILLIAM BARTON WAKEFIELD TESTAMENTARY TR	PETROHAWK PROPERTIES LP	06/21/2012	951	316	All of Section 36	57	T2S	REEVES	TX	BONE SPRING FORMATION
WESTWAY RANCHES LLC	BHP BILLITON PETROLEUM PROPERTIES NA LP	09/09/2013	1026	301	All of Section 36	57	T2S	REEVES	TX	BONE SPRING FORMATION
NANCY SMITH CHANDLER	BHP BILLITON PETROLEUM PROPERTIES NA LP	10/01/2013	1035	430	All of Section 36	57	T2S	REEVES	TX	BONE SPRING FORMATION
ARBGT LMB O&G TX LP	BHP BILLITON PETROLEUM PROPERTIES NA LP	11/01/2013	1047	432	All of Section 36	57	T2S	REEVES	TX	BONE SPRING FORMATION



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LESSOR	LESSEE	LEASE DATE	VOL	PAGE	SEC	BLK	TSP	COUNTY	STATE	ASSIGNOR OVERRIDE LEASE FORMATION
EPB O&G TX LP	BHP BILLITON PETROLEUM PROPERTIES NA LP	11/01/2013	1047	418	All of Section 36	57	T2S	REEVES	TX	BONE SPRING FORMATION
ARBGT RMB O&G TX LP	BHP BILLITON PETROLEUM PROPERTIES NA LP	11/01/2013	1047	439	All of Section 36	57	T2S	REEVES	TX	BONE SPRING FORMATION
SID W RICHARDSON FOUNDATION	BHP BILLITON PETROLEUM PROPERTIES NA LP	11/01/2013	1047	425	All of Section 36	57	T2S	REEVES	TX	BONE SPRING FORMATION
ARBGT SRB O&G TX LP	BHP BILLITON PETROLEUM PROPERTIES NA LP	11/01/2013	1047	446	All of Section 36	57	T2S	REEVES	TX	BONE SPRING FORMATION
PATTI JO WOOD TRUST UWO JOSIE FAY PECK	BHP BILLITON PETROLEUM PROPERTIES NA LP	01/13/2014	1056	741	All of Section 36	57	T2S	REEVES	TX	BONE SPRING FORMATION

End of Exhibit "B-3"



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Reeves County
Evangelina N. Abila
Reeves County Clerk

Instrument Number: 2024004815

eRecording - Real Property

ASSIGNMENT

Recorded On: August 22, 2024 10:01 AM

Number of Pages: 23

" Examined and Charged as Follows: "

Total Recording: \$109.00

***** THIS PAGE IS PART OF THE INSTRUMENT *****

Any provision herein which restricts the Sale, Rental or use of the described REAL PROPERTY because of color or race is invalid and unenforceable under federal law.

File Information:

Document Number: 2024004815
Receipt Number: 20240822000002
Recorded Date/Time: August 22, 2024 10:01 AM
User: Rebecca G
Station: CLERK07

Record and Return To:

CSC



STATE OF TEXAS
COUNTY OF REEVES

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

Evangelina N. Abila
Reeves County Clerk
Reeves County, TX

Evangelina N. Abila



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File No. MF065359
Reeves County
corrected/amended assignment
Date Filed: 10-10-2024
Commissioner Dawn Buckingham, M.D.
By: Patrick Forbis



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OF THE RECORD ON FILE IN MY OFFICE
EVANGELINA N. ABILA
Reeves County Clerk

Date 8-26-24 By: Myra Salazar
Deputy Clerk

330054



MEMORANDUM

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

DATE: November 19, 2024 **PSA# 00700**

TO: School Land Board

FROM: Pooling Committee

SUBJECT: Request from Anadarko E&P Onshore LLC to have the State enter into a Production Sharing Agreement for drilling of the Grendel State 57-2-13-24 allocation wells.

- **Anadarko E&P Onshore LLC** is the operator of GLO Unit 8711 which includes State Leases MF065359, MF092207, MF115947, and MF118253 in which the State has a royalty interest, and they are requesting that the royalty owners sign a Production Sharing Agreement, which the School Land Board has the authority to approve pursuant to Texas Natural Resources Code §52.154.
- The Production Sharing Agreement will allow the operator to drill the Grendel State 57-2-13-24 allocation wells.
- The State's participation in the sharing wells will be based productive lateral length from first take point to last take point.

POOLING COMMITTEE RECOMMENDATION:

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

DocuSigned by:

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General Land Office

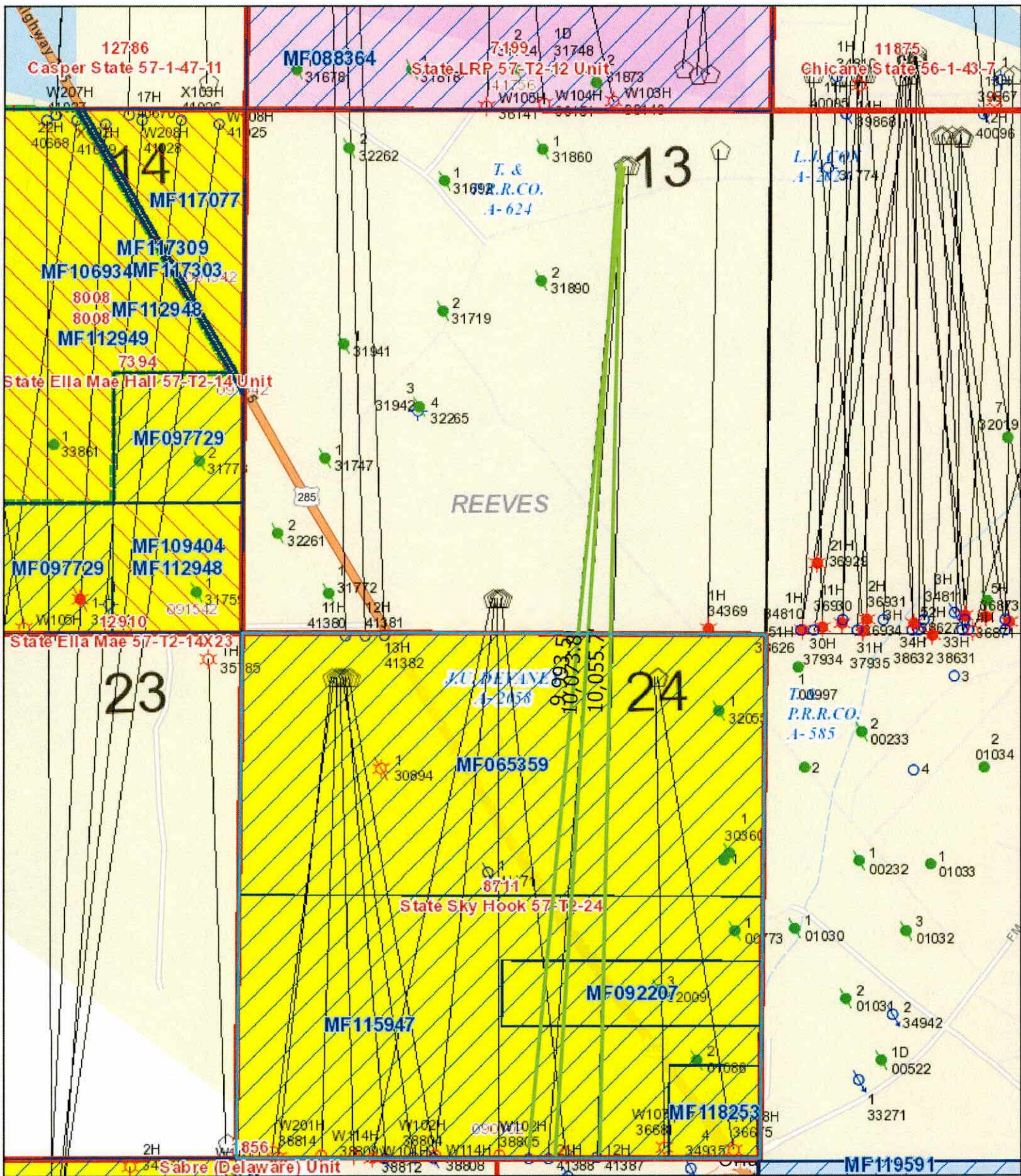
Date

Office of the Governor

Date

Office of the Governor

Date



GLO Land/Lease Mapping Viewer

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**PRODUCTION SHARING AGREEMENT
SHARING WELL**

STATE OF TEXAS §
§
COUNTY OF REEVES §

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

RECITALS

- A. Interest Owners own an interest in the oil and gas leasehold, minerals, royalties, overriding royalties and/or executive rights under the lands described on Exhibit "A", attached hereto and fully incorporated by reference herein and made a part hereof (collectively, the "Sharing Area").
- B. The oil and gas leases described on Exhibit "B" (collectively, the "Leases") are owned by Anadarko and other working interest owners who are Interest Owners.
- C. Anadarko, as operator, plans to, from time to time, drill one or more Horizontal Drainhole Well(s) on the Lands and Leases described on Exhibits "A" and "B".
- D. The Parties desire to establish a basis for allocating and sharing in the proceeds of production of Hydrocarbons from each Horizontal Drainhole Well deemed a Sharing Well, as defined below.
- E. In consideration of the mutual promises set out herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree to the following terms, conditions and provisions:

AGREEMENT

1. DEFINITIONS. As used in this Agreement, these words have the following meanings:
- a. "Allocation Factor" means a fraction, the numerator of which is equal to the length, in feet, of that portion of Completed Lateral Length for such Sharing Well that traverses such Tract, and

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- the denominator of which is equal to the total Completed Lateral Length across all Tracts for such Sharing Well.
- b. "Completed Lateral Length" means the horizontal length, in feet, that begins at the first Take Point, and terminates at the last Take Point, less any portion of the Horizontal Drainhole deemed non-productive.
 - c. "Correlative Interval" is the depth interval designated by applicable field rules, or new field designation designated by the Texas Railroad Commission for the Horizontal Drainhole Well, or where a correlative interval has not been designated by the Texas Railroad Commission, it shall be the producing interval for the field in which the Horizontal Drainhole Well is completed as shown by information submitted by Anadarko to the Texas Railroad Commission.
 - d. "Exploration and Production Activities" means the necessary, incidental, and appurtenant activities and operations to be conducted by Anadarko and convenient to its exploration, exploitation, development, transportation, production operations, and any other operations on the Sharing Area and Leases and in the area, including, but not limited to, any rights granted to Anadarko under the terms of the Leases.
 - e. "Horizontal Drainhole" means that portion of the Horizontal Drainhole Well drilled in the Correlative Interval between the penetration point and the terminus.
 - f. "Horizontal Drainhole Well" means a horizontal well as defined in Texas Railroad Commission Statewide Rule 86, having a horizontal displacement of at least one hundred (100) feet.
 - g. "Hydrocarbons" means oil, gas, condensate, casinghead gas and all by-products thereof that may be produced from a well permitted by the Texas Railroad Commission.
 - h. "Sharing Well" means a Horizontal Drainhole Well with a Completed Lateral Length in more than one (1) Tract.
 - i. "Take Point" means a point along the Horizontal Drainhole where Hydrocarbons can enter the wellbore from the Correlative Interval and be produced.
 - j. "Tract" means the individual tracts listed on Exhibit "A".
2. ALLOCATION. Production of Hydrocarbons from a Sharing Well shall be allocated on the following basis:
- a. Each Interest Owner shall share the production or proceeds from a Sharing Well on the basis of the Allocation Factor, as defined above.
 - b. Proceeds from production from a Sharing Well shall be paid in accordance with the Allocation Factor, as same may be proportionately reduced as set out in Section 2.c below, subject to the terms of the Leases' royalty provisions, which remain in full force and effect except as expressly modified herein.
 - c. In the event an Interest Owner owns less than 100% of the undivided interest in any Tract within the Sharing Area, then such Interest Owner's Allocation Factor shall be further proportionately reduced based upon its actual ownership.
 - d. Under no circumstances shall the sum of all Allocation Factors, as further proportionately reduced in Section 2.c, for all Interest Owners (whether a part of this Agreement or not) in a Sharing Well exceed 1.00 (i.e. 100%).
3. Exploration and Production Activities from each Sharing Well, whether or not the Sharing Well is located on a Tract or Lease and regardless of the surface location of such Sharing Well, shall be



deemed as actual operations conducted on, or production from, all Tracts and Leases in the Sharing Area pursuant to the terms and provisions of each of the Leases and shall be deemed sufficient to maintain all Tracts and Leases in full force and effect pursuant to the terms thereof as to the Sharing Area.

4. Production from any and all Sharing Wells shall not create any offset obligation under the Leases, whether express or implied, and shall not constitute drainage under the Leases because all Interest Owners are sharing in the production proceeds. This Agreement shall be deemed to constitute satisfaction of Anadarko's obligations (whether express or implied) to protect the Leases from drainage from each Sharing Well, and protection of each Interest Owner's respective correlative rights. The undersigned further agrees that this Agreement affects only production from each Sharing Well, and in no way affects ownership under other wells drilled or to be drilled which are not Sharing Wells.
5. If any State lease contains a retained-acreage clause, partial-termination clause, or other provision that would, based upon the passage of time or the occurrence or non-occurrence of some event or condition, cause the State lease to terminate, except as to certain portions of the leased premises included within certain types of units or otherwise associated with productive wells, then, for the sole purpose of determining the acreage and/or depths of the leased premises under said State lease that is perpetuated by a Sharing Well, that portion of the Sharing Well drilled on the leased premises of said State lease shall be treated as a well drilled entirely on the leased premises, and the acreage retained by said Sharing Well shall be the greater of 40 acres or the amount of acreage determined by the following formula: $0.032 \times L = A$, where L = the length (in feet) of the horizontal lateral component of the well from the first takepoint to the last takepoint and A = the portion of the State lease retained (in acres) provided that, if A is not divisible by the number 20, A will be rounded up to the next number divisible by 20, i.e. (0.032×4500 feet = 144 acres, which rounds up to 160 acres).
6. The provisions of any Leases, agreements and, to the extent necessary, any division order(s) or transfer order(s) covering or affecting the Sharing Area and Leases, are hereby amended to the extent necessary to make such instruments and agreements conform to the provisions herein, but not otherwise. In the event of a conflict between the terms and conditions of this Agreement and any of the Leases, agreements, division or transfer orders, then this Agreement shall prevail.
7. This Agreement shall be effective on November 1, 2024 (the "Effective Date), and shall remain in effect as to each respective Lease for so long as such Lease is maintained in full force and effect. In the event a Sharing Well is no longer capable of producing in paying quantities, then Anadarko may terminate this Agreement as to such Sharing Well, by filing a notice of termination to that effect in the records of Loving and Reeves Counties, Texas, within ninety (90) days after such occurrence. In the event any Sharing Well is plugged back or recompleted such that the wellbore continues to be a Sharing Well but the Completed Lateral Length is altered, the Allocation Factor shall nonetheless remain as set forth above as of the Effective Date. This Agreement shall become binding as to each Interest Owner upon such owner's execution of this Agreement regardless of whether all Interest Owners have executed this Agreement.
8. Notwithstanding anything contrary in Section 3, it is understood and agreed that the Interest Owners herein do not by the execution hereof intend to pool or communitize the interest which they now



own, or may hereafter own in portions of the land covered by the Sharing Area and Leases with the interests of other parties owning an interest in any other portion or portions of the land covered by the Sharing Area and Leases, except as to the extent that the Lands and Leases are already subject to a pooled unit. Further, the Leases described in Exhibit "B" are not otherwise altered or amended, except as set forth in Section (6) above.

9. To the extent they have the right to do so, Interest Owners hereby grant, let, lease and demise unto Anadarko surface and subsurface easements and rights-of-way (including all reasonable ingress and egress thereto and therefrom) on, in and under all the Sharing Area and Leases associated with the Sharing Well(s) for Exploration and Production Activities.
10. This Agreement may be executed in multiple counterparts, each of which shall be given the same effect as the execution of an original Agreement. Failure of any party hereto to execute a counterpart shall not render this Agreement ineffective as to any other Party hereto that does execute a counterpart thereof, but this Agreement shall be a covenant running with the Land and Leases and be binding upon each executing Party and its, his or her heirs, legal representatives, successors and assigns. The executed counterparts may be combined into one or more instruments for recordation, by combining the signature pages and acknowledgments, and the executing parties agree that such combined instruments shall be effective for all purposes as a single instrument.

EXECUTED on this _____ day of _____, 2024.

ANADARKO E&P ONSHORE LLC

Name: John V. Schneider
Title: Attorney-in-Fact

ACKNOWLEDGMENT

STATE OF TEXAS §

COUNTY OF HARRIS §

This instrument was acknowledged before me on _____, 2024, by John V. Schneider, as Attorney-in-Fact for Anadarko E&P Onshore LLC, a Delaware limited liability company, on behalf of said company.

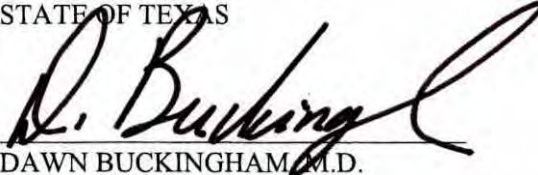
Notary Public, State of TEXAS



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

Date Executed 11/25/2024

STATE OF TEXAS


DAWN BUCKINGHAM M.D.
Commissioner, General Land Office

Approved:

Leas. LB

Cont. DBO

Legal NO

DCC AP

CC 999

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 November 19, 2024, 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 25 day of November, 2024

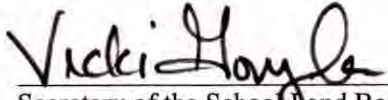

Secretary of the School Land Board

EXHIBIT A

Attached to and made a part of that certain Production Sharing Agreement dated November 1, 2024 between Anadarko E&P Onshore LLC, and Interest Owners.

SHARING AREA:

Tract 1: E/2 of Section 13, Block 57, Township 2, T&P RR Co. Survey, Reeves County, Texas

Tract 2: State Sky Hook 57-T2-24 Unit as described in that certain Pooling Agreement dated October 3, 2017, GLO Unit No. 8711, recorded at Volume 1507, Page 728 and filed as Instrument Number 17-19843 in the Official Records of Reeves County, Texas: All of Section 24, Block 57, Township 2, T&P RR Co. Survey, Reeves County, Texas



EXHIBIT B

Attached to and made a part of that certain Production Sharing Agreement dated November 1, 2024 between Anadarko E&P Onshore LLC, and Interest Owners.

OIL AND GAS LEASES:

1. AEP LEASE NO: 1321268000
 LESSOR: Chevron U.S.A. Inc.
 LESSEE: Anadarko Petroleum Corporation
 LEASE DATE: 9/1/2010
 RECORDING: Volume 901, Page 391, Reeves County, Texas

2. AEP LEASE NO: 26063100
 LESSOR: State of Texas MF-065359
 LESSEE: Phillips Petroleum Company
 LEASE DATE: 10/15/1970
 RECORDING: Volume 301, Page 110, Reeves County, Texas

3. AEP LEASE NO: 26063200
 LESSOR: State of Texas MF-092207
 LESSEE: Richard C. Slack
 LEASE DATE: 5/25/1987
 RECORDING: Volume 477, Page 496, Reeves County, Texas

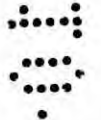
4. AEP LEASE NO: 26063300
 LESSOR: State of Texas MF-115947
 LESSEE: Petrohawk Properties, LP
 LEASE DATE: 6/27/2013
 RECORDING: Volume 1025, Page 124, Reeves County, Texas

5. AEP LEASE NO: 26063400
 LESSOR: State of Texas MF-118253
 LESSEE: BHP Billiton Properties (N.A.), LP
 LEASE DATE: 9/9/2016
 RECORDING: Volume 1333, Page 428, Reeves County, Texas



94

File No. MF065359
Reeves County
PSA #00700
Date Filed: 2-12-24
Commissioner Dawn Buckingham, M.D.
By: CRB



PARTIAL RELEASE OF OIL AND GAS LEASES

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

WHEREAS, the three (3) Oil and Gas Leases identified on the attached Exhibit "A" ("Leases") were entered into by and between the State of Texas ("Lessor") and various lessees, collectively covering 620 acres, more or less, in Section 24, Block 57, Township 2, T&P RR Co. Survey, Reeves County, Texas, and being more particularly described in each of the Leases recorded in the Official Public Records of Reeves County, Texas and on file in the Archives and Records of the Texas General Land Office in Mineral Files MF-065359, MF-092207, and MF-115947.

WHEREAS, Anadarko E&P Onshore LLC, whose address is 5 Greenway Plaza, Suite 110, Houston, Texas 77046, is a successor in interest to the various lessees and is a current lessee under the Leases ("Lessee").

WHEREAS, the Leases have partially terminated as to certain depths, and Lessee is executing this Partial Release of Oil and Gas Leases to evidence such partial terminations.

NOW THEREFORE, Lessee does hereby release, relinquish and surrender unto Lessor, its successors and assigns, all of Lessee's right, title and interest in and to the Leases **INSOFAR AND ONLY INSOFAR AS** said Leases cover the following depths:

Those certain depths lying beneath 11,712' below the surface.

This Partial Release of Oil and Gas Leases is executed by each party as of the date of their acknowledgement below.

[Signatures and Acknowledgements on the Following Pages]

True & Correct Copy of a
document on file at
Reeves County Texas,
Evangelina N. Abila, County Clerk
Page 1 of 4

ANADARKO E&P ONSHORE LLC

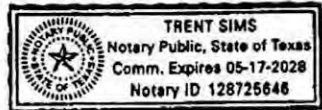
By [Signature]
Name: John V. Schneider
Title: Attorney-in-Fact

THE STATE OF TEXAS §
§
COUNTY OF HARRIS §

This instrument was acknowledged before me on December 19th, 2024,
by John V. Schneider as Attorney-in-Fact of ANADARKO E&P
ONSHORE LLC, a Delaware limited liability company on behalf of said company.

[Signature]
Notary Public
Printed Name: Trent Sims
My Commission

Expires: 5/17/28



True & Correct Copy of a
document on file at
Reeves County Texas,
Evangelina N. Abila, County Clerk
Page 2 of 4

Exhibit "A"

1. AEP LEASE NO: 26063100
LESSOR: State of Texas MF-065359
LESSEE: Phillips Petroleum Company
LEASE DATE: 10/15/1970
RECORDING: Volume 301, Page 110, Reeves County, Texas
2. AEP LEASE NO: 26063200
LESSOR: State of Texas MF-092207
LESSEE: Richard C. Slack
LEASE DATE: 5/25/1987
RECORDING: Volume 477, Page 496, Reeves County, Texas
3. AEP LEASE NO: 26063300
LESSOR: State of Texas MF-115947
LESSEE: Petrohawk Properties, LP
LEASE DATE: 6/27/2013
RECORDING: Volume 1025, Page 124, Reeves County, Texas

True & Correct Copy of a
document on file at
Reeves County Texas,
Evangelina N. Abila, County Clerk
Page 3 of 4

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

Instrument Number: 2024007488

eRecording - Real Property

PARTIAL RELEASE

Recorded On: December 23, 2024 09:49 AM

Number of Pages: 4

" Examined and Charged as Follows: "

Total Recording: \$33.00

***** **THIS PAGE IS PART OF THE INSTRUMENT** *****

Any provision herein which restricts the Sale, Rental or use of the described REAL PROPERTY
because of color or race is invalid and unenforceable under federal law.

File Information:

Document Number: 2024007488
Receipt Number: 20241223000002
Recorded Date/Time: December 23, 2024 09:49 AM
User: Rebecca G
Station: CLERK07

Record and Return To:

CSC

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document on file at
Reeves County Texas,
Evangelina N. Abila, County Cle
Page 4 of 4



**STATE OF TEXAS
COUNTY OF REEVES**

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

Evangelina N. Abila
Reeves County Clerk
Reeves County, TX

Evangelina N. Abila



Oxy USA Inc
P O Box 2647
Houston, TX 77252-2647

PAYMENT DOCUMENT

2000967226

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

DATE
02/06/2025

CHECK NO.
0100111878

30019753

DATE	INVOICE/CREDIT MEMO	COMPANY CODE	PO NUMBER	DISCOUNT	NET
2/4/2025 Partial Release of Oil &	020425	0200			50.00
TOTAL >					\$50.00

THE ATTACHED CHECK IS IN PAYMENT FOR ITEMS DESCRIBED ABOVE



Oxy USA Inc
P O Box 2647
Houston, TX 77252-2647

JPMorgan Chase Bank, N.A.
Syracuse, NY

50-937
213

CHECK NO.

100111878

EXACTLY Fifty and 00/100 Dollars

25704272

DATE
06-Feb-25

US DOLLARS

CHECK AMOUNT
*****\$50.00

PAY TO THE ORDER OF:
TEXAS GENERAL LAND OFFICE
PO Box 12873
AUSTIN TX 78711-2873

AUTHORIZED SIGNATURE

Void after 90 days

100111878

95.

File No. ME065359
Reeves County
Partial Release of 96L
Date Filed: 2/11/25
Commissioner Dawn Buckingham, M.D.
By: 

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

**PRODUCTION SHARING AGREEMENT
SHARING WELL**

STATE OF TEXAS §
 §
COUNTY OF REEVES §

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

RECITALS

- A. Interest Owners own an interest in the oil and gas leasehold, minerals, royalties, overriding royalties and/or executive rights under the lands described on Exhibit "A", attached hereto and fully incorporated by reference herein and made a part hereof (collectively, the "Sharing Area").
- B. The oil and gas leases described on Exhibit "B" (collectively, the "Leases") are owned by Anadarko and other working interest owners who are Interest Owners.
- C. Anadarko, as operator, plans to, from time to time, drill one or more Horizontal Drainhole Well(s) on the Lands and Leases described on Exhibits "A" and "B".
- D. The Parties desire to establish a basis for allocating and sharing in the proceeds of production of Hydrocarbons from each Horizontal Drainhole Well deemed a Sharing Well, as defined below.
- E. In consideration of the mutual promises set out herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree to the following terms, conditions and provisions:

AGREEMENT

- I. **DEFINITIONS.** As used in this Agreement, these words have the following meanings:
 - a. "Allocation Factor" means a fraction, the numerator of which is equal to the length, in feet, of that portion of Completed Lateral Length for such Sharing Well that traverses such Tract, and

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Evangelina N. Abila, County Clerk
Page 1 of 8

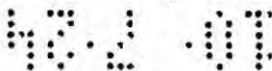
the denominator of which is equal to the total Completed Lateral Length across all Tracts for such Sharing Well.

- b. "Completed Lateral Length" means the horizontal length, in feet, that begins at the first Take Point, and terminates at the last Take Point, less any portion of the Horizontal Drainhole deemed non-productive.
- c. "Correlative Interval" is the depth interval designated by applicable field rules, or new field designation designated by the Texas Railroad Commission for the Horizontal Drainhole Well, or where a correlative interval has not been designated by the Texas Railroad Commission, it shall be the producing interval for the field in which the Horizontal Drainhole Well is completed as shown by information submitted by Anadarko to the Texas Railroad Commission.
- d. "Exploration and Production Activities" means the necessary, incidental, and appurtenant activities and operations to be conducted by Anadarko and convenient to its exploration, exploitation, development, transportation, production operations, and any other operations on the Sharing Area and Leases and in the area, including, but not limited to, any rights granted to Anadarko under the terms of the Leases.
- e. "Horizontal Drainhole" means that portion of the Horizontal Drainhole Well drilled in the Correlative Interval between the penetration point and the terminus.
- f. "Horizontal Drainhole Well" means a horizontal well as defined in Texas Railroad Commission Statewide Rule 86, having a horizontal displacement of at least one hundred (100) feet.
- g. "Hydrocarbons" means oil, gas, condensate, casinghead gas and all by-products thereof that may be produced from a well permitted by the Texas Railroad Commission.
- h. "Sharing Well" means a Horizontal Drainhole Well with a Completed Lateral Length in more than one (1) Tract.
- i. "Take Point" means a point along the Horizontal Drainhole where Hydrocarbons can enter the wellbore from the Correlative Interval and be produced.
- j. "Tract" means the individual tracts listed on Exhibit "A".

2. **ALLOCATION.** Production of Hydrocarbons from a Sharing Well shall be allocated on the following basis:

- a. Each Interest Owner shall share the production or proceeds from a Sharing Well on the basis of the Allocation Factor, as defined above.
- b. Proceeds from production from a Sharing Well shall be paid in accordance with the Allocation Factor, as same may be proportionately reduced as set out in Section 2.c below, subject to the terms of the Leases' royalty provisions, which remain in full force and effect except as expressly modified herein.
- c. In the event an Interest Owner owns less than 100% of the undivided interest in any Tract within the Sharing Area, then such Interest Owner's Allocation Factor shall be further proportionately reduced based upon its actual ownership.
- d. Under no circumstances shall the sum of all Allocation Factors, as further proportionately reduced in Section 2.c, for all Interest Owners (whether a part of this Agreement or not) in a Sharing Well exceed 1.00 (i.e. 100%).

3. Exploration and Production Activities from each Sharing Well, whether or not the Sharing Well is located on a Tract or Lease and regardless of the surface location of such Sharing Well, shall be



deemed as actual operations conducted on, or production from, all Tracts and Leases in the Sharing Area pursuant to the terms and provisions of each of the Leases and shall be deemed sufficient to maintain all Tracts and Leases in full force and effect pursuant to the terms thereof as to the Sharing Area.

4. Production from any and all Sharing Wells shall not create any offset obligation under the Leases, whether express or implied, and shall not constitute drainage under the Leases because all Interest Owners are sharing in the production proceeds. This Agreement shall be deemed to constitute satisfaction of Anadarko's obligations (whether express or implied) to protect the Leases from drainage from each Sharing Well, and protection of each Interest Owner's respective correlative rights. The undersigned further agrees that this Agreement affects only production from each Sharing Well, and in no way affects ownership under other wells drilled or to be drilled which are not Sharing Wells.
5. If any State lease contains a retained-acreage clause, partial-termination clause, or other provision that would, based upon the passage of time or the occurrence or non-occurrence of some event or condition, cause the State lease to terminate, except as to certain portions of the leased premises included within certain types of units or otherwise associated with productive wells, then, for the sole purpose of determining the acreage and/or depths of the leased premises under said State lease that is perpetuated by a Sharing Well, that portion of the Sharing Well drilled on the leased premises of said State lease shall be treated as a well drilled entirely on the leased premises, and the acreage retained by said Sharing Well shall be the greater of 40 acres or the amount of acreage determined by the following formula: $0.032 \times L - A$, where L - the length (in feet) of the horizontal lateral component of the well from the first takepoint to the last takepoint and A - the portion of the State lease retained (in acres) provided that, if A is not divisible by the number 20, A will be rounded up to the next number divisible by 20, i.e. $(0.032 \times 4500 \text{ feet} = 144 \text{ acres}$, which rounds up to 160 acres).
6. The provisions of any Leases, agreements and, to the extent necessary, any division order(s) or transfer order(s) covering or affecting the Sharing Area and Leases, are hereby amended to the extent necessary to make such instruments and agreements conform to the provisions herein, but not otherwise. In the event of a conflict between the terms and conditions of this Agreement and any of the Leases, agreements, division or transfer orders, then this Agreement shall prevail.
7. This Agreement shall be effective on November 1, 2024 (the "Effective Date"), and shall remain in effect as to each respective Lease for so long as such Lease is maintained in full force and effect. In the event a Sharing Well is no longer capable of producing in paying quantities, then Anadarko may terminate this Agreement as to such Sharing Well, by filing a notice of termination to that effect in the records of Loving and Reeves Counties, Texas, within ninety (90) days after such occurrence. In the event any Sharing Well is plugged back or recompleted such that the wellbore continues to be a Sharing Well but the Completed Lateral Length is altered, the Allocation Factor shall nonetheless remain as set forth above as of the Effective Date. This Agreement shall become binding as to each Interest Owner upon such owner's execution of this Agreement regardless of whether all Interest Owners have executed this Agreement.
8. Notwithstanding anything contrary in Section 3, it is understood and agreed that the Interest Owners herein do not by the execution hereof intend to pool or communitize the interest which they now

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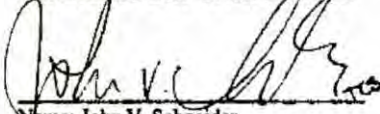
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Page 3 of 8

own, or may hereafter own in portions of the land covered by the Sharing Area and Leases with the interests of other parties owning an interest in any other portion or portions of the land covered by the Sharing Area and Leases, except as to the extent that the Lands and Leases are already subject to a pooled unit. Further, the Leases described in Exhibit "B" are not otherwise altered or amended, except as set forth in Section (6) above.

9. To the extent they have the right to do so, Interest Owners hereby grant, let, lease and demise unto Anadarko surface and subsurface easements and rights-of-way (including all reasonable ingress and egress thereto and therefrom) on, in and under all the Sharing Area and Leases associated with the Sharing Well(s) for Exploration and Production Activities.
10. This Agreement may be executed in multiple counterparts, each of which shall be given the same effect as the execution of an original Agreement. Failure of any party hereto to execute a counterpart shall not render this Agreement ineffective as to any other Party hereto that does execute a counterpart thereof, but this Agreement shall be a covenant running with the Land and Leases and be binding upon each executing Party and its, his or her heirs, legal representatives, successors and assigns. The executed counterparts may be combined into one or more instruments for recordation, by combining the signature pages and acknowledgments, and the executing parties agree that such combined instruments shall be effective for all purposes as a single instrument.

EXECUTED on this 19th day of December, 2024.

ANADARKO E&P ONSHORE LLC

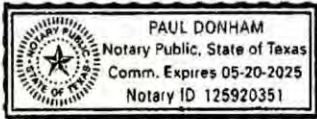

Name: John V. Schneider
Title: Attorney-in-Fact

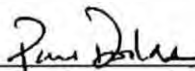
ACKNOWLEDGMENT

STATE OF TEXAS §

COUNTY OF HARRIS §

This instrument was acknowledged before me on December 19th, 2024, by John V. Schneider, as Attorney-in-Fact for Anadarko E&P Onshore LLC, a Delaware limited liability company, on behalf of said company.




Notary Public, State of TEXAS

43.1.07



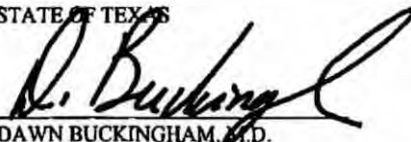
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Evangelina N. Abila, County Clerk
Page 4 of 8

DocuSign Envelope ID: 3CB35266-47CD-4EF9-85C7-A34931E3ACB0

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

Date Executed 11/25/2024

STATE OF TEXAS

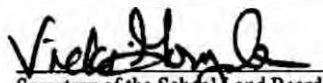

DAWN BUCKINGHAM, M.D.
Commissioner, General Land Office

Approved:
Leas. 16
Cont. DBO
Legal no
DCC ap
CC 999

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 November 19, 2024, 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 25 day of November, 20 24


Secretary of the School Land Board



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Evangelina N. Abila, County Clerk
Page 5 of 8

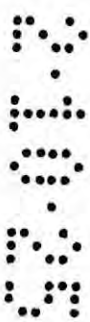
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43.2 .01



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Page 4 of 8

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LESSOR: State of Texas MF-065359
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LESSOR: State of Texas MF-092207
LESSEE: Richard C. Slack
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- 4. AEP LEASE NO: 26063300
LESSOR: State of Texas MF-115947
LESSEE: Petrohawk Properties, LP
LEASE DATE: 6/27/2013
RECORDING: Volume 1025, Page 124, Reeves County, Texas
- 5. AEP LEASE NO: 26063400
LESSOR: State of Texas MF-118253
LESSEE: BHP Billiton Properties (N.A.), LP
LEASE DATE: 9/9/2016
RECORDING: Volume 1333, Page 428, Reeves County, Texas

7
42.2 .01



True & Correct Copy of a
document on file at
Reeves County Texas,
Evangelina N. Abila, County Clerk
Page 7 of 8

Reeves County
Evangelina N. Abila
Reeves County Clerk

Instrument Number: 2025000189

eRecording - Real Property

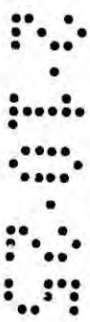
AGREEMENT

Recorded On: January 13, 2025 09:57 AM

Number of Pages: 8

" Examined and Charged as Follows: "

Total Recording: \$49.00



***** THIS PAGE IS PART OF THE INSTRUMENT *****

Any provision herein which restricts the Sale, Rental or use of the described REAL PROPERTY because of color or race is invalid and unenforceable under federal law.

File Information:

Document Number: 2025000189
Receipt Number: 20250113000005
Recorded Date/Time: January 13, 2025 09:57 AM
User: Rebecca G
Station: CLERK07

Record and Return To:

CSC



STATE OF TEXAS
COUNTY OF REEVES

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

Evangelina N. Abila
Reeves County Clerk
Reeves County, TX

Evangelina N. Abila



True & Correct Copy of a
document on file at
Reeves County Texas,
Evangelina N. Abila, County Clerk
Page 8 of 8

96.

25.01.9

File No. 065359
Reeves County
CC of PSA #00700
Date Filed: 2/11/25
Commissioner Dawn Buckingham, M.D.
By: [Signature]



CERTIFIED A TRUE AND CORRECT COPY
OF THE RECORD ON FILE IN MY OFFICE
EVANGELINA N. ABILA
Reeves County Clerk

1-21-25 Date
By: [Signature] Deputy Clerk



Texas General Land Office

Reconciliation Billing

Commissioner Dawn Buckingham, M.D.

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

BPX Operating Company
Attn: Patty Burg
OFC WM11 6025-1
15377 Memorial Dr
Houston, TX 77079-4101

Billing Date: 6/9/2025
Billing Due Date: 7/9/2025
Customer Number: C000046383

Invoice	Mineral File	Gas Royalty	Oil Royalty	Penalty	Interest	Total Due
25I00841	MF065359	\$0.00	\$878.05	\$87.80	\$47.76	\$1,013.61
Total Due		\$0.00	\$878.05	\$87.80	\$47.76	\$1,013.61

Penalty and interest have been calculated thru 6/30/2025. Payment remitted after 6/30/2025 will result in additional penalty and interest charges.

NOTICE

- Please update GLO1 and GLO2 production reports to correct volumes.
- Please do not update GLO3 report to include billed royalty, penalty or interest. This receivable has already been recorded.

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

Detach and return with payment

Reconciliation Billing

BPX Operating Company

Billing Date: 6/9/2025
Billing Due Date: 7/9/2025
Customer Number: C000046383

Remit Payment To:

Texas General Land Office
PO Box 12873
Austin, TX 78711-2873

Invoice	Mineral File	Gas Royalty	Oil Royalty	Penalty	Interest	Total Due
25I00841	MF065359	\$0.00	\$878.05	\$87.80	\$47.76	\$1,013.61
Total Due		\$0.00	\$878.05	\$87.80	\$47.76	\$1,013.61
Amt. Paid						

Customer ID: C000046383
Invoice Number:
GLO Lease: MF065359
GLO Review: BPX OPERATING COMPANY
Review Period: Sept 2023 - Aug 2024

Category Oil
Auditor/AE: Eric M
Billing Date: 6/5/2025
P&I Calculation Date: 6/30/2025
Royalty Rate: 7.81%

(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)	(11)	(12)	(13)	(14)	(15)
Month / Year	RRC Number	Gas/Oil Volume	Tract Participation Rate	Price	BTU	Gross Value	Royalty Due	Royalty Paid	Additional Royalty Due	Number of Days Late	Interest Rate For Additional Royalty	Penalty Rate From Additional Royalty	Interest Rate From Additional Royalty2	Revenue Due
Aug-24	08-285115	0	1	\$0.000	1	\$0.00	\$33,065.39	\$32,187.34	\$878.05	268	9.50%	\$87.80	\$47.76	\$1,013.61
TOTALS		0				\$0.00	\$33,065.39	\$32,187.34	\$878.05			\$87.80	\$47.76	\$1,013.61

COMMENTS: BILLING IS FOR UNDERPAID ROYALTIES FOR RRC ID: 08-285115 08-285126 08-290408 08-290425

COLUMN (3)

COLUMNS (5) & (6)

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

FOR QUESTIONS REGARDING THIS INVOICE PLEASE E-MAIL: eric.martinez@glo.texas.gov

NOTE 1:

PAYMENT OF THIS INVOICE MAY BE MADE BY CHECK OR ACH DEBIT.
PLEASE REMIT PAYMENT OF THIS INVOICE SEPARATELY FROM REGULAR ROYALTY PAYMENTS.
WHEN PAYMENT IS REMITTED, PLEASE SEND AN EMAIL TO: account.services@glo.texas.gov and eric.martinez@glo.texas.gov
NOTING YOUR COMPANY NAME, CUSTOMER ID, INVOICE NUMBER(S) AND AMOUNT OF PAYMENT.

EMAIL:

Patty Burg
Patty.Burg@bpx.com

Santiago Reyes
Santiago.Reyes@bpx.com

File No. MF 065359 97

County

Recon Billing

Date Filed: 6/17/2025

Commissioner Dawn Buckingham, M.D.

By: VD



Information for processing an Internal Non Unit Transaction (iNut)
Length of Lateral

iNut No. 14536

GENERAL INFORMATION

Name of Well: Grendel State 57-2-13-24 A # 11H API # 42-389-41386
Name of Operator: Anadarko E&P Onshore LLC RRC # 08-902703
Operator Contact Person: Cindy Bao Phone: 713-215-7016
Counties: Reeves

ALLOCATION OF STATE UNITS AND/OR LEASES BASED ON LENGTH OF LATERAL

Lease Type	Unit/Lease No	Total Lateral Ft.	Unit or Lease Lateral Ft.	Unit or Lease Rylyty Decimal	Lease Royalty Decimal	RRAC Participation Factor	State Participation by Unit/Lease
RAL	8711/MF065359	9648	5122	0.03906856	0.07812500	0.26548480	0.02074100
RAL	8711/MF092207	9648	5122	0.00585556	0.09375000	0.03315885	0.00310864
RAL	8711/MF115947	9648	5122	0.05080051	0.12500000	0.21575474	0.02696934
RAL	8711/MF118253	9648	5122	0.00388238	0.12500000	0.01648885	0.00206111
Totals:						0.53088723	0.05288009
Effective Date: <u>11/01/2024</u>							State Net Royalty Revenue in Well

Name of Production Sharing Agreement, if any: PSA00700

Comments:

- Final as drilled plat submitted by email on June 24, 2025 from Cindy Bao.

Attach a plat showing the iNut well with length of laterals marked and the State lands marked.

Lease Types: Relinquishment Act Land (RAL), State Fee (SF), Free Royalty (FR), Unleased Riverbed (UR), Highway Right of Way (HROW), Unleased Highway (UH), Criminal Justice (TDCJ), Parks & Wildlife (TPW), Mineral Production Allocation (MPAA), Dept. of Aging (DADS), School for the Blind (SBVI), Stephen F. Austin (SFA), TX A&M (A&M).

Prepared by: Jm Alamo updated by: Jm WI updated by: Jm
RAM approval by: VD GIS updated by: P2L

DO NOT DESTROY



Texas General Land Office

UNIT AGREEMENT MEMO

INUT250001

Unit Number 14536
Operator Name Anadarko E&P Onshore LLC
Customer ID C000044444
Unit Name Grendel State 57 - 2 - 13 - 24 A # 11H
County 1 Reeves **RRC District 1** 08
County 2 **RRC District 2**
County 3 **RRC District 3**
County 4 **RRC District 4**
Unit type iNut
State Net Revenue Interest Oil 0.05288009
State Part in Unit 0.53088723
Unit Depth Specified Depths
From Depth Well
To Depth Formation
Participation Basis Length of Lateral
If Exclusions Apply: See Remarks

Effective Date 11/01/2024
Unitized For Oil And Gas
Unit Term
Old Unit Number **Inactive Status Date**

Lease Number	Tract No	Lease Acres in Unit	Total Unit Acres	Tract Participation	O/G	Lease Royalty	NRI of Lease in Unit	Royalty Rate Reduction Clause
MF065359		0.000000	0.000000	0.26548480	O/G	0.07812500	0.02074100	No
MF092207		0.000000	0.000000	0.03315885	O/G	0.09375000	0.00310864	No
MF115947		0.000000	0.000000	0.21575474	O/G	0.12500000	0.02696934	No
MF118253		0.000000	0.000000	0.01648885	O/G	0.12500000	0.00206111	

API Number

4238941386

Remarks:

PSA00700. Final as drilled plat submitted by email on June 24, 2025.

Prepared By:

Jim

Prepared Date:

06/25/2025

GLO Base Updated By:

Jim

GLO Base Date:

06/25/2025

RAM Approval By:

RL

RAM Approval Date:

06/25/2025

GIS By:

RL

GIS Date:

7/10/25

Well Inventory By:

Jim

WI Date:

06/25/2025

Pooling Committee Report

To: School Land Board

INUT250001

Date of Board Meeting:

Unit Number: 14536

Effective Date: 11/01/2024

Unit Expiration Date:

Applicant: Anadarko E&P Onshore LLC

Attorney Rep:

Operator: ANADARKO E&P ONSHORE LLC,

Unit Name: Grendel State 57 - 2 - 13 - 24 A # 11H

Field Name: PHANTOM (WOLFCAMP)

County: Reeves

<u>Lease Type</u>	<u>Lease Number</u>	<u>Lease Royalty</u>	<u>Expiration Date</u>	<u>Lease Term</u>	<u>Lease Acres</u>	<u>Lease Acres In Unit</u>	<u>Royalty Participation</u>
RAL	MF065359	0.07812500	10/15/1975	5 years	320.000000	0.000000	0.02074100
RAL	MF092207	0.09375000	05/25/1992	5 years	40.000000	0.000000	0.00310864
RAL	MF115947	0.12500000	06/27/2018	5 years	260.000000	0.000000	0.02696934
RAL	MF118253	0.12500000	09/09/2019	3 years	20.000000	0.000000	0.00206111

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

<u>Participation Basis:</u>	Length of Lateral
Surface Acreage	
<u>State Acreage:</u>	53.09%
<u>State Net Revenue Interest:</u>	5.29%

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

<u>RRC Rules:</u>	<u>Spacing Acres:</u>
No	

Joy McCauley

From: Bao, Cindy <Cindy_Bao@oxy.com>
Sent: Tuesday, June 24, 2025 2:49 PM
To: Joy McCauley
Cc: GLO123
Subject: [EXTERNAL] Fw: C44444 - May25 New wells Mineral File Lease # needed
Attachments: STATE OF TEXAS WINGHEAD DECK CALCS.xlsx; TX_REEVES_WINGHEAD_STATE_57-2-1-13_A_11H_AS_DRILLED_LAND.pdf; TX_REEVES_WINGHEAD_STATE_57-2-1-13_B_12H_AS_DRILLED_LAND.pdf; TX_REEVES_WINGHEAD_STATE_57-2-1-13_C_13H_AS_DRILLED_LAND.pdf; STATE OF TEXAS GRENDL WELL DECK CALCS.xlsx; TX_REEVES_GRENDL_STATE_57-2-13-24_A_11H_AS_DRILLED_LAND.pdf; TX_REEVES_GRENDL_STATE_57-2-13-24_B_21H_AS_DRILLED_LAND.pdf; TX_REEVES_GRENDL_STATE_57-2-13-24_C_12H_AS_DRILLED_LAND.pdf

Good afternoon Joy,

Please see attached for Winghead State and Grendel State wells.

Thank you,

Cindy Bao
OG Rev Acctg/Government Rptg
713-215-7016 (phone)
713-215-7397 (fax)
cindy_bao@oxy.com

From: Avelar, Siomara <Siomara_Avelar@oxy.com>
Sent: Tuesday, June 24, 2025 2:02 PM
To: Bao, Cindy <Cindy_Bao@oxy.com>
Subject: RE: [EXTERNAL] C44444 - May25 New wells Mineral File Lease # needed

Cindy, attached is information request for the wells.

- WINGHEAD STATE WELLS FIRST PRODUCTION DATE OF 5/2025
- GRENDL STATE WELLS FIRST PRODUCTION DATE OF 6/2025

Let me know if you need anything else.

Thank You
Kind regards,

Sio Avelar
Advisor Division Order
Siomara_Avelar@oxy.com
Occidental Petroleum Corporation
P.O. Box 1330
Houston, Texas 77251



From: Peterangelo, Joy <Joy_Peterangelo@oxy.com>

Sent: Monday, June 23, 2025 2:04 PM

To: Bao, Cindy <Cindy_Bao@oxy.com>; Gertson, Christopher B <Christopher_Gertson@oxy.com>; Noto, Jeffrey <Jeffrey_Noto@oxy.com>; Carroll, Clayton D <Clayton_Carroll@oxy.com>; Lewis, Steve C <Steve_Lewis2@oxy.com>; Oldham, Darby J <Darby_Oldham@oxy.com>; Castellon, Jillian <Jillian_Castellon@oxy.com>; Avelar, Siomara <Siomara_Avelar@oxy.com>

Subject: RE: [EXTERNAL] C44444 - May25 New wells Mineral File Lease # needed

@Avelar, Siomara can you please assist?

JOY PETERANGELO

MANAGER, DIVISION ORDERS

Office: 832.636.7168

OCCIDENTAL PETROLEUM CORPORATION

PO BOX 27570

HOUSTON, TX 77227

Zero In™ at oxy.com

[LinkedIn](#) | [Twitter](#) | [YouTube](#) | [Instagram](#) | [Facebook](#)

From: Bao, Cindy <Cindy_Bao@oxy.com>

Sent: Monday, June 23, 2025 1:25 PM

To: Gertson, Christopher B <Christopher_Gertson@oxy.com>; Noto, Jeffrey <Jeffrey_Noto@oxy.com>; Carroll, Clayton D <Clayton_Carroll@oxy.com>; Lewis, Steve C <Steve_Lewis2@oxy.com>; Oldham, Darby J <Darby_Oldham@oxy.com>; Peterangelo, Joy <Joy_Peterangelo@oxy.com>; Castellon, Jillian <Jillian_Castellon@oxy.com>

Subject: Fw: [EXTERNAL] C44444 - May25 New wells Mineral File Lease # needed

Good afternoon,

For the new wells listed below, GLO requires final, as-drilled plats, allocation factors and first production date:

JV	DOI	Well	WC	WC	WellandW	O3U_WL3 - Production -> Producing Entity	API
157627	00002	322847	00001	1	3228471	WINGHEAD STATE 57-2-1-13 A 11H	42389
157628	00002	322848	00001	1	3228481	WINGHEAD STATE 57-2-1-13 B 12H	42389
157629	00002	322849	00001	1	3228491	WINGHEAD STATE 57-2-1-13 C 13H	42389
159732	00002	326059	00001	1	3260591	GRENDL STATE 57-2-13-24 A 11H	42389
159733	00002	326060	00001	1	3260601	GRENDL STATE 57-2-13-24 B 21H	42389
159734	00002	326061	00001	1	3260611	GRENDL STATE 57-2-13-24 C 12H	42389

Thank you,

Cindy Bao
OG Rev Acctg/Government Rptg
713-215-7016 (phone)
713-215-7397 (fax)
cindy_bao@oxy.com

From: GLO123 <glo123@glo.texas.gov>
Sent: Monday, June 23, 2025 11:35 AM
To: Bao, Cindy <cindy_bao@oxy.com>
Subject: RE: [EXTERNAL] C44444 - May25 New wells Mineral File Lease # needed

Hi Cindy,

The only well I see in our system is the Sierra State well, please see attached UAM Unit 13207.

For Winghead and Grendel State, please send either Mary Beth or Joy the final, as-drilled plats, PSA, allocation information and first production dates for these wells so they can get them set up for reporting.

Thank you,

Luke Decker
RRAC Team Leader, Minerals Review
Texas General Land Office
glo123@glo.texas.gov



From: GLO123 <glo123@glo.texas.gov>
Sent: Monday, June 23, 2025 11:14 AM
To: RRAC Business Response Team <RRAC.Business.Response.Team@glo.texas.gov>
Subject: FW: [EXTERNAL] C44444 - May25 New wells Mineral File Lease # needed

From: Bao, Cindy <Cindy_Bao@oxy.com>
Sent: Monday, June 23, 2025 11:13:49 AM (UTC-06:00) Central Time (US & Canada)
To: GLO123 <glo123@glo.texas.gov>
Subject: [EXTERNAL] C44444 - May25 New wells Mineral File Lease # needed
Good morning,

Please provide Unit Agreement Memo for below listed wells:

O3U_WL3 - Production -> Producing Entity	API	Field	District	RRC/Permit
SIERRA STATE 54-1-7-6 B 12H	4230136651	PHANTOM (WOLFCAMP)	08	895217
WINGHEAD STATE 57-2-1-13 A 11H	4238941380	PHANTOM (WOLFCAMP)	08	902674
WINGHEAD STATE 57-2-1-13 B 12H	4238941381	PHANTOM (WOLFCAMP)	08	902675
WINGHEAD STATE 57-2-1-13 C 13H	4238941382	PHANTOM (WOLFCAMP)	08	902676
GRENDL STATE 57-2-13-24 A 11H	4238941386	PHANTOM (WOLFCAMP)	08	902703
GRENDL STATE 57-2-13-24 B 21H	4238941388	PHANTOM (WOLFCAMP)	08	902705
GRENDL STATE 57-2-13-24 C 12H	4238941387	PHANTOM (WOLFCAMP)	08	902704

Thank you,



Cindy Bao
OG Rev Acctg/Government Rptg
713-215-7016 (phone)
713-215-7397 (fax)
cindy_bao@oxy.com

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

LATERAL LENGTH ALLOCATION PSA

Joint Venture	Joint Venture Name	Well ID	API (10)	AS DRILL PLAT (ADP)	LATERAL LENGTH SEC 13	LATERAL LENGTH SEC24	TOTAL
159732	GRENDL STATE 57-2-13-24 A 11H	322047	4230941300		4,526	5,122	9,648
159732	GRENDL STATE 57-2-13-24 C 12H	322048	4230941301		5,014	5,330	10,144
159734	GRENDL STATE 57-2-13-24 B 11H	322049	4230941302		4,709	5,127	9,836

ROY/NPR/ORRI IN THE UNIT

LEGAL PER TR/SEC	BP #	BP NAME	INTEREST TYPE	SEQ	ACREAGE CALC ALLOCATION	LEASE ROY RATE	MINERAL INTEREST	TRACT NRI	A11H	B12H	C13H	GAS MFG	OIL MFG
N2 TR1	80093786	STATE OF TEXAS	NR	1	0.03906856	0.25000000		0.07812500	0.02074100	0.01975766	0.02024096	66	67
S2 TR1	80093786	STATE OF TEXAS	RJ		0.00505556	0.25000000	1.00000000	0.09375000	0.00310864	0.00296126	0.00303370	66	67
S2 TR2	80093786	STATE OF TEXAS	RJ		0.05000051	0.25000000	1.00000000	0.12500000	0.02696934	0.02569072	0.02631914	66	67
S2 TR3	80093786	STATE OF TEXAS	RJ		0.00388238	0.25000000	1.00000000	0.12500000	0.00206111	0.00196339	0.00201142	68	69
					0.09960701			0.42187500	0.05288009	0.05037303	0.05160521		

ROYALTY COMBINED

0.05288009 0.05037303 0.05160521

ADS	ST TX MF-065359	MF-065359
ADS	ST TX MF-092207	MF-092207
ADS	ST TX MF-115947	MF-115947
ADS	ST TX MF-118253	MF-118253

Oil & Gas Data Query

Query Menu Help

Form W-1

Return

To Print Directional or Horizontal Wellbore Information use (View W-1D or W-1H) links.

Status #: 902703 - 99 API #: 389-41386	Operator: 020528 - ANADARKO E&P ONSHORE LLC Issued: 09/18/2024, Filed: Online	Lease Name: GRENDL STATE 57-2-13-24 A Well #: 11H, District: 08, County: REEVES	Filing Purpose: New Drill Wellbore Profiles: Horizontal
Exception Admin Approved. 37(h)(2)(B). Own Offset. (09/18/2024 02:44:03 PM)			

Status: Approved

[View Current W-1](#)
[View Current W-1H](#)
[View Current Permit](#)
[View SWR 13 Formations](#)

Completion Information

Well Status Code	Spud Date	Drilling Completed	Surface Casing Date
-	11/14/2024		11/15/2024

General / Location Information

Basic Information:

Filing Purpose	Wellbore Profiles	Lease Name	Well #	SWR	Total Depth	Horizontal Wellbore	Stacked Lateral Parent Well DP #
New Drill	Horizontal	GRENDL STATE 57-2-13-24 A	11H	SWR 36, SWR 37 Lease Line	13000	Allocation	

Surface Location Information:

API #	Distance from Nearest Town	Direction from Nearest Town	Nearest Town	Surface Location Type
389-41386 	1.9 miles	N	Orla	Land

GPS Coordinates - Datum: NAD 27

Latitude Degrees: 31 Latitude Minutes: 51 Latitude Seconds: 10.23

Longitude Degrees: -103 Longitude Minutes: 54 Longitude Seconds: 44.20

Survey/Legal Location Information:

Section	Block	Survey	Abstract #	County
13	57 T2	T&P RR CO	624	REEVES

Township	League	Labor	Porcion	Share	Tract	Lot

Perpendicular surface location from two nearest designated lines:

Perpendiculars	Distance	Direction	Distance	Direction
Survey Perpendiculars	515.0 feet	N	1527.0 feet	E

Permit Restrictions:

Code	Description
29	This well must comply to the new SWR 3.13 requirements concerning the isolation of any potential flow zones and zones with corrosive formation fluids. See approved permit for those formations that have been identified for the county in which you are drilling the well in.
30	The designated interval for one or more of the fields approved in this permit appears to overlap with the designated interval of another field or fields in this district. In the case of conflicting designated intervals you will be required to be consistent in field designation on this lease. Further, if the designated interval overlap of wells on this lease results in an actual or potential double assignment of reservoir and the applicant cannot conclusively demonstrate that there is no double assignment, the permitted well may not be assigned an allowable until the conflict is resolved. Because of the overlapping designated intervals in this area, issuance of this permit does not guarantee that the completion of the well will be approved or that the well will receive an allowable in any given field, even if that field is listed on the approved permit application.

Fields

District	Field Name	Field #	Completion Depth	Lease Name	Well #	Well Type	Acres	Distance to nearest well	Distance to nearest Lease Line from Surface Location	SWR	Off-lease Surface Location	Off-lease Penetration Point	Pooled/Unitized	Horizontal Ownership Interval
08	PHANTOM (WOLFCAMP) Primary Field	71052900	13000	GRENDL STATE 57-2-13-24 A	11H	Oil or Gas Well	1289.8	200.0 feet	515 feet	SWR 36, SWR 37 Lease Line	N	N	N	

Perpendiculars	Distance	Direction	Distance	Direction
Surface Lease Lines	515.0 feet	N	1527.0 feet	E

Nearest Distance from the First/Last Take Point (Heel/Toe) to a Lease Line: 1 feet
Nearest Perpendicular Distance from Any Take Point to a Lease Line: 2350 feet
Section: 24 **Block:** 57 T2 **Survey:** T&P RR CO/DEVANEY, J U
Abstract #: 2058 **County:** REEVES

Name	Profile	Distance	Direction	Distance	Direction
TH1	Terminus Point	Lease	10.0 feet	from the SOUTH line and	2350.0 feet from the EAST line
		Survey	10.0 feet	from the SOUTH line and	2350.0 feet from the EAST line
	Penetration Point	Lease	50.0 feet	from the NORTH line and	2350.0 feet from the EAST line

Field Restrictions:

Code	Description
02	This is a hydrogen sulfide field. This well shall be drilled in accordance with SWR 36.
30	At the time of completion the acreage assigned to the well must be legal without the base leases being over-assigned. The P-16 currently shows the base leases are over-assigned.

Exceptions

Field	Exception	Historical Docket/Case #	Resolution	CASES #
PHANTOM (WOLFCAMP)	SWR 37 Lease Line			

Comments

Remark	Date Entered	Entered By
Commission Staff expresses no opinion as to whether a 100% ownership interest in each of the leases alone or in combination with a "production sharing agreement" confers the right to drill across lease/unit lines or whether a pooling agreement is also required. However, until that issue is directly addressed and ruled upon by a Texas court of competent jurisdiction it appears that a 100% interest in each of the leases and a production sharing agreement constitute a sufficient colorable claim to the right to drill a horizontal well as proposed to authorize the removal of the regulatory bar and the issuance of a drilling permit by the Commission, assuming the proposed well is in compliance with all other relevant Commission requirements. Issuance of the permit is not an endorsement or approval of the applicant's stated method of allocating production proceeds among component leases or units. All production must be reported to the Commission as production from the lease or pooled unit on which the wellhead is located and reported production volume must be determined by actual measurement of hydrocarbon volumes prior to leaving that tract and may not be based on allocation or estimation. Payment of royalties is a contractual matter between the lessor and lessee. Interpreting the leases and determining whether the proposed proceeds allocation comports with the relevant leases is not a matter within Commission jurisdiction but a matter for the parties to the lease and, if necessary, a Texas court of competent jurisdiction. The foregoing statements are not, and should not be construed as, a final opinion or decision of the Railroad Commission.	09/16/2024 07:12:56 PM	
There have been problems identified with this permit (see problem letter attachment). Notification sent.	09/17/2024 04:41:55 PM	RRC STAFF
Problems identified with this permit are resolved.	09/18/2024 02:31:28 PM	RRC STAFF
Gaby Medrano submitted revised P-16.	09/18/2024 02:31:48 PM	RRC STAFF
Exception Admin Approved. 37(h)(2)(B). Own Offset.	09/18/2024 02:44:03 PM	RRC STAFF

Attachments

Attachment Type	File Path	Associated Fields and/or Plats
PLAT #1 (Paper Size: LGL)	113384WEL01TX_REEVES_GRENDEL_STATE_57-2-13-24_A_11H_REV.pdf	PHANTOM (WOLFCAMP)
Other	bpx executed SWR 40 Acreage Reduction Agreement 57 T2 24.pdf	
P-12	State Sky Hook 57-T2-24 - P-12 - BPX.pdf	113384WEL01TX_REEVES_GRENDEL_STATE_57-2-13-24_A_11H_REV.pdf
As Submitted W-1	AsSubmittedW1-9-16-2024.pdf	
Permit Problem Letter	problem letter 9-17-2024.pdf	
P-16	GRENDEL STATE 57-2-13-24 A 11H P-16 (W-1).pdf	
As Approved W-1	AsApprovedW1-9-18-2024.pdf	
As Approved Permit	AsApprovedPermit-9-18-2024.pdf	

Return

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T. & P. R.R. CO. BLOCK 57 TSP 2

STATE SKY HOOK
57-2-24 UNIT
TRACT SUMMARY

TRACT	CALLED ACREAGE
1	322.50
2	262.09
3	40.28
4	20.03
TOTAL	644.90

ANADARKO E&P
ONSHORE LLC
WINGHEAD 57-2-13
(CALLED 644.90 AC.)

WAFWA	
GRENDL STATE 57-2-13-24 A 11H	
NAD 83	NAD 83
LAT 1001	LONG 1001
N/A	N/A

Surface to Penetration Point
Grid Bearing - $N58^{\circ}51'35''W$ - 975'
Penetration Point to First Take Point
Grid Bearing - $S02^{\circ}28'46''W$ - 740'
First Take Point to Last Take Point
Grid Bearing - $S02^{\circ}09'35''W$ - 9648'
Last Take Point to End of Terminus
Grid Bearing - $S02^{\circ}09'35''W$ - 124'

AS DRILLED
SURFACE LOCATION WELL NO. 11H
515' FSL x 1021' FSL A-524, Section 15,
Bik. 57, TSP 2, T. & P. R.R. CO. Survey, Reeves Co.
WELL DATA - NAD 27, TRIC1
X = 848877.42' Y = 812907.85'
Lat. = $31^{\circ}51'10.21''N$ Long. = $-103^{\circ}54'44.20''W$
Ground Elevation: 2362.0'
Aspen: 1.5 miles North of Dalia, TX
NAD 8301' PENETRATION POINT WELL NO. 11H
29' FSL x 2301' FSL Section 15, Bik. 57,
TSP 2, T. & P. R.R. CO. Survey, Reeves Co.
WELL DATA - NAD 27, TRIC1
X = 888002.30' Y = 813490.41'
Lat. = $31^{\circ}51'14.33''N$ Long. = $-103^{\circ}54'54.01''W$
NAD 10057' FIRST TAKE POINT WELL NO. 11H
790' FSL x 2301' FSL Section 15, Bik. 57,
TSP 2, T. & P. R.R. CO. Survey, Reeves Co.
WELL DATA - NAD 27, TRIC1
X = 888010.21' Y = 812750.71'
Lat. = $31^{\circ}51'07.60''N$ Long. = $-103^{\circ}54'54.16''W$
NAD 20245' LAST TAKE POINT WELL NO. 11H
120' FSL x 2329' FSL Section 24, Bik. 57,
TSP 2, T. & P. R.R. CO. Survey, Reeves Co.
WELL DATA - NAD 27, TRIC1
X = 887646.34' Y = 803113.49'
Lat. = $31^{\circ}49'32.17''N$ Long. = $-103^{\circ}54'54.78''W$
END 20365' END OF TERMINUS WELL NO. 11H
56' FSL x 2330' FSL Section 24, Bik. 57,
TSP 2, T. & P. R.R. CO. Survey, Reeves Co.
WELL DATA - NAD 27, TRIC1
X = 887640.54' Y = 802889.65'
Lat. = $31^{\circ}49'30.94''N$ Long. = $-103^{\circ}54'54.80''W$

FIELD: PHANTOM (MULFCAMP)

LEASE BOUNDARY - - - - -
PRODUCING WELL - - - - -
INJECTION WELL - - - - -
WELL LOCATIONS - - - - -
PROPOSED CONVERSION - - - - -



Firm #10041700
For R.R.C. Use Only

I, Bryon W. Carey, being duly sworn, depose that this plat, drawn to the scale indicated, accurately represents conditions as they actually exist on the property on which permit to drill is sought and correctly reflects all pertinent data required to be shown on such plat by order of the Railroad Commission of Texas.

DATE
MADE BY
LAWY

05/13/2025

ANADARKO E&P ONSHORE LLC

GRENDL STATE 57-2-13-24 A

WELL NO. 11H

Reeves County, Texas

Scale: 1" = 100' 05/13/2025 505-gravel.dgn
Plot prepared by DLS
North Arrow Survey, Inc.

1000 750 500 250 0 250 500 1000
SCALE IN FEET
SCALE: 1" = 1000'

FAA REQUIRED: NO

File No. ME065359
RoomeS County
iNut14536-AP142-389-41386
Date Filed: 06/25/2025
Commissioner Dawn Buckingham, M.D.
By: Jm



Information for processing an Internal Non Unit Transaction (iNut)
Length of Lateral

iNut No. 14537

GENERAL INFORMATION

Name of Well: Grendel State 57-2-13-24 C # 12H API # 42-389-41387
Name of Operator: Anadarko E&P Onshore LLC RRC # 08-902704
Operator Contact Person: Cindy Bao Phone: 713-215-7016
Counties: Reeves

ALLOCATION OF STATE UNITS AND/OR LEASES BASED ON LENGTH OF LATERAL

Lease Type	Unit/Lease No	Total Lateral Ft.	Unit or Lease Lateral Ft.	Unit or Lease Rylyty Decimal	Lease Royalty Decimal	RRAC Participation Factor	State Participation by Unit/Lease
RAL	8711/MF065359	9896	5127	0.03906856	0.07812500	0.25908425	0.02024096
RAL	8711/MF092207	9896	5127	0.00585556	0.09375000	0.03235942	0.00303370
RAL	8711/MF115947	9896	5127	0.05080051	0.12500000	0.21055312	0.02631914
RAL	8711/MF118253	9896	5127	0.00388238	0.12500000	0.01609132	0.00201141
Totals:						0.51808811	0.05160521
Effective Date: <u>11/01/2024</u>							State Net Royalty Revenue in Well

Name of Production Sharing Agreement, if any: PSA00700

Comments:

- Final as drilled plat submitted by email on June 24, 2025 from Cindy Bao.

Attach a plat showing the iNut well with length of laterals marked and the State lands marked.

Lease Types: Relinquishment Act Land (RAL), State Fee (SF), Free Royalty (FR), Unleased Riverbed (UR), Highway Right of Way (HROW), Unleased Highway (UH), Criminal Justice (TDCJ), Parks & Wildlife (TPW), Mineral Production Allocation (MPAA), Dept. of Aging (DADS), School for the Blind (SBVI), Stephen F. Austin (SFA), TX A&M (A&M).

Prepared by: Jm Alamo updated by: Jm WI updated by: Jm
RAM approval by: VD GIS updated by: RL

DO NOT DESTROY



Texas General Land Office

UNIT AGREEMENT MEMO

INUT250001

Unit Number 14537
Operator Name Anadarko E&P Onshore LLC
Customer ID C000044444
Unit Name Grendel State 57 - 2 - 13 - 24 C # 12H
County 1 Reeves **RRC District 1** 08
County 2 **RRC District 2**
County 3 **RRC District 3**
County 4 **RRC District 4**
Unit type iNut
State Net Revenue Interest Oil 0.05160521
State Part in Unit 0.51808811
Unit Depth Specified Depths **Well**
From Depth **Formation**
To Depth **Participation Basis** Length of Lateral
If Exclusions Apply: See Remarks

Effective Date 11/01/2024
Unitized For Oil And Gas
Unit Term
Old Unit Number **Inactive Status Date**

Lease Number	Tract No	Lease Acres in Unit	Total Unit Acres	Tract Participation	O/G	Lease Royalty	NRI of Lease in Unit	Royalty Rate Reduction Clause
MF065359		0.000000	0.000000	0.25908425	O/G	0.07812500	0.02024096	No
MF092207		0.000000	0.000000	0.03235942	O/G	0.09375000	0.00303370	No
MF115947		0.000000	0.000000	0.21055312	O/G	0.12500000	0.02631914	No
MF118253		0.000000	0.000000	0.01609132	O/G	0.12500000	0.00201141	

API Number

4238941387

Remarks:

PSA00700. Final as drilled plat submitted on June 24, 2025.

Prepared By:

Jm

Prepared Date:

06/25/2025

GLO Base Updated By:

Jm

GLO Base Date:

06/25/2025

RAM Approval By:

QTD

RAM Approval Date:

06/25/2025

GIS By:

RL

GIS Date:

7/10/25

Well Inventory By:

Jm

WI Date:

06/25/2025

Pooling Committee Report

To: School Land Board

INUT250001

Date of Board Meeting:

Unit Number: 14537

Effective Date: 11/01/2024

Unit Expiration Date:

Applicant: Anadarko E&P Onshore LLC

Attorney Rep:

Operator: ANADARKO E&P ONSHORE LLC,

Unit Name: Grendel State 57 - 2 - 13 - 24 C # 12H

Field Name: PHANTOM (WOLFCAMP)

County:

Reeves

<u>Lease Type</u>	<u>Lease Number</u>	<u>Lease Royalty</u>	<u>Expiration Date</u>	<u>Lease Term</u>	<u>Lease Acres</u>	<u>Lease Acres In Unit</u>	<u>Royalty Participation</u>
RAL	MF065359	0.07812500	10/15/1975	5 years	320.000000	0.000000	0.02024096
RAL	MF092207	0.09375000	05/25/1992	5 years	40.000000	0.000000	0.00303370
RAL	MF115947	0.12500000	06/27/2018	5 years	260.000000	0.000000	0.02631914
RAL	MF118253	0.12500000	09/09/2019	3 years	20.000000	0.000000	0.00201141

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

<u>Participation Basis:</u>	Length of Lateral
Surface Acreage	
<u>State Acreage:</u>	51.81%
<u>State Net Revenue Interest:</u>	5.16%

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

<u>RRC Rules:</u>	<u>Spacing Acres:</u>
No	

Joy McCauley

From: Bao, Cindy <Cindy_Bao@oxy.com>
Sent: Tuesday, June 24, 2025 2:49 PM
To: Joy McCauley
Cc: GLO123
Subject: [EXTERNAL] Fw: C44444 - May25 New wells Mineral File Lease # needed
Attachments: STATE OF TEXAS WINGHEAD DECK CALCS.xlsx; TX_REEVES_WINGHEAD_STATE_57-2-1-13_A_11H_AS_DRILLED_LAND.pdf; TX_REEVES_WINGHEAD_STATE_57-2-1-13_B_12H_AS_DRILLED_LAND.pdf; TX_REEVES_WINGHEAD_STATE_57-2-1-13_C_13H_AS_DRILLED_LAND.pdf; STATE OF TEXAS GRENDL WELL DECK CALCS.xlsx; TX_REEVES_GRENDL_STATE_57-2-13-24_A_11H_AS_DRILLED_LAND.pdf; TX_REEVES_GRENDL_STATE_57-2-13-24_B_21H_AS_DRILLED_LAND.pdf; TX_REEVES_GRENDL_STATE_57-2-13-24_C_12H_AS_DRILLED_LAND.pdf

Good afternoon Joy,

Please see attached for Winghead State and Grendel State wells.

Thank you,

Cindy Bao
OG Rev Acctg/Government Rptg
713-215-7016 (phone)
713-215-7397 (fax)
cindy_bao@oxy.com

From: Avelar, Siomara <Siomara_Avelar@oxy.com>
Sent: Tuesday, June 24, 2025 2:02 PM
To: Bao, Cindy <Cindy_Bao@oxy.com>
Subject: RE: [EXTERNAL] C44444 - May25 New wells Mineral File Lease # needed

Cindy, attached is information request for the wells.

- WINGHEAD STATE WELLS FIRST PRODUCTION DATE OF 5/2025
- GRENDL STATE WELLS FIRST PRODUCTION DATE OF 6/2025

Let me know if you need anything else.

Thank You
Kind regards,

Sio Avelar
Advisor Division Order
Siomara_Avelar@oxy.com
Occidental Petroleum Corporation
P.O. Box 1330
Houston, Texas 77251



From: Peterangelo, Joy <Joy_Peterangelo@oxy.com>

Sent: Monday, June 23, 2025 2:04 PM

To: Bao, Cindy <Cindy_Bao@oxy.com>; Gertson, Christopher B <Christopher_Gertson@oxy.com>; Noto, Jeffrey <Jeffrey_Noto@oxy.com>; Carroll, Clayton D <Clayton_Carroll@oxy.com>; Lewis, Steve C <Steve_Lewis2@oxy.com>; Oldham, Darby J <Darby_Oldham@oxy.com>; Castellon, Jillian <Jillian_Castellon@oxy.com>; Avelar, Siomara <Siomara_Avelar@oxy.com>

Subject: RE: [EXTERNAL] C44444 - May25 New wells Mineral File Lease # needed

@Avelar, Siomara can you please assist?

JOY PETERANGELO

MANAGER, DIVISION ORDERS

Office: 832.636.7168

OCCIDENTAL PETROLEUM CORPORATION

PO BOX 27570

HOUSTON, TX 77227

Zero In™ at oxy.com

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From: Bao, Cindy <Cindy_Bao@oxy.com>

Sent: Monday, June 23, 2025 1:25 PM

To: Gertson, Christopher B <Christopher_Gertson@oxy.com>; Noto, Jeffrey <Jeffrey_Noto@oxy.com>; Carroll, Clayton D <Clayton_Carroll@oxy.com>; Lewis, Steve C <Steve_Lewis2@oxy.com>; Oldham, Darby J <Darby_Oldham@oxy.com>; Peterangelo, Joy <Joy_Peterangelo@oxy.com>; Castellon, Jillian <Jillian_Castellon@oxy.com>

Subject: Fw: [EXTERNAL] C44444 - May25 New wells Mineral File Lease # needed

Good afternoon,

For the new wells listed below, GLO requires final, as-drilled plats, allocation factors and first production date:

JV	DOI	Well	WC	WC	WellandW	O3U_WL3 - Production -> Producing Entity	API
157627	00002	322847	00001	1	3228471	WINGHEAD STATE 57-2-1-13 A 11H	42385
157628	00002	322848	00001	1	3228481	WINGHEAD STATE 57-2-1-13 B 12H	42385
157629	00002	322849	00001	1	3228491	WINGHEAD STATE 57-2-1-13 C 13H	42385
159732	00002	326059	00001	1	3260591	GRENDDEL STATE 57-2-13-24 A 11H	42385
159733	00002	326060	00001	1	3260601	GRENDDEL STATE 57-2-13-24 B 21H	42385
159734	00002	326061	00001	1	3260611	GRENDDEL STATE 57-2-13-24 C 12H	42385

Thank you,

Cindy Bao
OG Rev Acctg/Government Rptg
713-215-7016 (phone)
713-215-7397 (fax)
cindy_bao@oxy.com

From: GLO123 <glo123@glo.texas.gov>
Sent: Monday, June 23, 2025 11:35 AM
To: Bao, Cindy <cindy_bao@oxy.com>
Subject: RE: [EXTERNAL] C44444 - May25 New wells Mineral File Lease # needed

Hi Cindy,

The only well I see in our system is the Sierra State well, please see attached UAM Unit 13207.

For Winghead and Grendel State, please send either Mary Beth or Joy the final, as-drilled plats, PSA, allocation information and first production dates for these wells so they can get them set up for reporting.

Thank you,

Luke Decker
RRAC Team Leader, Minerals Review
Texas General Land Office
glo123@glo.texas.gov



From: GLO123 <glo123@glo.texas.gov>
Sent: Monday, June 23, 2025 11:14 AM
To: RRAC Business Response Team <RRAC.Business.Response.Team@glo.texas.gov>
Subject: FW: [EXTERNAL] C44444 - May25 New wells Mineral File Lease # needed

From: Bao, Cindy <Cindy_Bao@oxy.com>
Sent: Monday, June 23, 2025 11:13:49 AM (UTC-06:00) Central Time (US & Canada)
To: GLO123 <glo123@glo.texas.gov>
Subject: [EXTERNAL] C44444 - May25 New wells Mineral File Lease # needed
Good morning,

Please provide Unit Agreement Memo for below listed wells:

O3U_WL3 - Production -> Producing Entit	API	Field	District	RRC/Permit
SIERRA STATE 54-1-7-6 B 12H	4230136651	PHANTOM (WOLFCAMP)	08	895217
WINGHEAD STATE 57-2-1-13 A 11H	4238941380	PHANTOM (WOLFCAMP)	08	902674
WINGHEAD STATE 57-2-1-13 B 12H	4238941381	PHANTOM (WOLFCAMP)	08	902675
WINGHEAD STATE 57-2-1-13 C 13H	4238941382	PHANTOM (WOLFCAMP)	08	902676
GRENDDEL STATE 57-2-13-24 A 11H	4238941386	PHANTOM (WOLFCAMP)	08	902703
GRENDDEL STATE 57-2-13-24 B 21H	4238941388	PHANTOM (WOLFCAMP)	08	902705
GRENDDEL STATE 57-2-13-24 C 12H	4238941387	PHANTOM (WOLFCAMP)	08	902704

Thank you,



Cindy Bao
OG Rev Acctg/Government Rptg
713-215-7016 (phone)
713-215-7397 (fax)
cindy_bao@oxy.com

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

LATERAL LENGTH ALLOCATION PSA

Joint Venture	Joint Venture Name	Well ID	API (10)	AS DRILL PLAT (ADP)	LATERAL LENGTH SEC 13	LATERAL LENGTH SEC24	TOTAL
159732	GRENDL STATE 57-2-13-24 A 11H	322847	4210941380		4,526	5,122	9,648
159733	GRENDL STATE 57-2-13-24 C 12H	322848	4210941381		5,014	5,130	10,144
159734	GRENDL STATE 57-2-13-24 B 21H	322849	4210941382		4,769	5,127	9,896

ROY/NPR/ORRI IN THE UNIT													
LEGAL PER TR/SEC	BP #	BP NAME	INTEREST TYPE	SEQ	ACREAGE CALC ALLOCATION	LEASE ROY RATE	MINERAL INTEREST	TRACT NRI	A11H	B12H	C13H	GAS MFG	OIL MFG
N2 TR1	80093786	STATE OF TEXAS	NR	1	0.03906856	0.25000000		0.07812500	0.02074100	0.01975766	0.02024096	66	67
S2 TR1	80093786	STATE OF TEXAS	RI		0.00585556	0.25000000	1.00000000	0.09375000	0.00310864	0.00296126	0.00303370	66	67
S2 TR2	80093786	STATE OF TEXAS	RI		0.05080051	0.25000000	1.00000000	0.12500000	0.02696934	0.02569072	0.02631914	66	67
S2 TR3	80093786	STATE OF TEXAS	RI		0.00380238	0.25000000	1.00000000	0.12500000	0.00206111	0.00196339	0.00201142	66	69
					0.09960701			0.42187500	0.05288009	0.05037303	0.05160521		
ROYALTY COMBINED									0.05288009	0.05037303	0.05160521		

ADS	ST TX MF-065359	MF-065359
ADS	ST TX MF-092207	MF-092207
ADS	ST TX MF-115947	MF-115947
ADS	ST TX MF-118253	MF-118253

 ONLINE SYSTEM

Oil & Gas Data Query

Query Menu Help

Form W-1

Return

To Print Directional or Horizontal Wellbore Information use (View W-1D or W-1H) links.

Status #: 902704 - 99 API #: 389-41387	Operator: 020528 - ANADARKO E&P ONSHORE LLC Issued: 09/18/2024, Filed: Online	Lease Name: GRENDL STATE 57-2-13-24 C Well #: 12H, District: 08, County: REEVES	Filing Purpose: New Drill Wellbore Profiles: Horizontal
Exception Admin Approved. 37(h)(2)(B). Own Offset. (09/18/2024 02:44:37 PM)			

Status: Approved

[View Current W-1](#)
[View Current W-1H](#)
[View Current Permit](#)
[View SWR 13 Formations](#)

General / Location Information

Basic Information:

Filing Purpose	Wellbore Profiles	Lease Name	Well #	SWR	Total Depth	Horizontal Wellbore	Stacked Lateral Parent Well DP #
New Drill	Horizontal	GRENDL STATE 57-2-13-24 C	12H	SWR 36, SWR 37 Lease Line	13000		

Surface Location Information:

API #	Distance from Nearest Town	Direction from Nearest Town	Nearest Town	Surface Location Type
389-41387 	1.9 miles	N	Orla	Land

GPS Coordinates - Datum: NAD 27

Latitude Degrees: 31 Latitude Minutes: 51 Latitude Seconds: 10.23

Longitude Degrees: -103 Longitude Minutes: 54 Longitude Seconds: 43.51

Survey/Legal Location Information:

Section	Block	Survey	Abstract #	County		
13	57 T2	T&P RR CO	624	REEVES		
Township	League	Labor	Porcion	Share	Tract	Lot

Perpendicular surface location from two nearest designated lines:

Perpendiculars	Distance	Direction	Distance	Direction
Survey Perpendiculars	515.0 feet	N	1467.0 feet	E

Permit Restrictions:

Code	Description
29	This well must comply to the new SWR 3.13 requirements concerning the isolation of any potential flow zones and zones with corrosive formation fluids. See approved permit for those formations that have been identified for the county in which you are drilling the well in.
30	The designated interval for one or more of the fields approved in this permit appears to overlap with the designated interval of another field or fields in this district. In the case of conflicting designated intervals you will be required to be consistent in field designation on this lease. Further, if the designated interval overlap of wells on this lease results in an actual or potential double assignment of reservoir and the applicant cannot conclusively demonstrate that there is no double assignment, the permitted well may not be assigned an allowable until the conflict is resolved. Because of the overlapping designated intervals in this area, issuance of this permit does not guarantee that the completion of the well will be approved or that the well will receive an allowable in any given field, even if that field is listed on the approved permit application.

Fields

District	Field Name	Field #	Completion Depth	Lease Name	Well #	Well Type	Acres	Distance to nearest well	Distance to nearest Lease Line from Surface Location	SWR	Off-lease Surface Location	Off-lease Penetration Point	Pooled/Unitized	Horizontal Ownership Interval																														
08	PHANTOM (WOLFCAMP) Primary Field	71052900	13000	GRENDL STATE 57-2-13-24 C	12H	Oil or Gas Well	1289.8	500.0 feet	515 feet	SWR 36, SWR 37 Lease Line	N	N	N																															
<table><tr><td>Perpendiculars</td><td>Distance</td><td>Direction</td><td>Distance</td><td>Direction</td></tr><tr><td>Surface Lease Lines</td><td>515.0 feet</td><td>N</td><td>1467.0 feet</td><td>E</td></tr></table> <table><tr><td colspan="5">Nearest Distance from the First/Last Take Point (Heel/Toe) to a Lease Line: 1 feet</td></tr><tr><td colspan="5">Nearest Perpendicular Distance from Any Take Point to a Lease Line: 1650 feet</td></tr><tr><td colspan="5">Section: 24 Block:57 T2 Survey:T&P RR CO/DEVANEY, J U</td></tr><tr><td colspan="5">Abstract #: 2058 County: REEVES</td></tr></table>															Perpendiculars	Distance	Direction	Distance	Direction	Surface Lease Lines	515.0 feet	N	1467.0 feet	E	Nearest Distance from the First/Last Take Point (Heel/Toe) to a Lease Line: 1 feet					Nearest Perpendicular Distance from Any Take Point to a Lease Line: 1650 feet					Section: 24 Block:57 T2 Survey:T&P RR CO/DEVANEY, J U					Abstract #: 2058 County: REEVES				
Perpendiculars	Distance	Direction	Distance	Direction																																								
Surface Lease Lines	515.0 feet	N	1467.0 feet	E																																								
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Nearest Perpendicular Distance from Any Take Point to a Lease Line: 1650 feet																																												
Section: 24 Block:57 T2 Survey:T&P RR CO/DEVANEY, J U																																												
Abstract #: 2058 County: REEVES																																												

Name	Profile	Distance	Direction	Distance	Direction
TH1	Terminus Point	Lease	10.0 feet	from the NORTH line and	1650.0 feet from the EAST line
		Survey	10.0 feet	from the NORTH line and	1650.0 feet from the EAST line
	Penetration Point	Lease	50.0 feet	from the NORTH line and	1650.0 feet from the EAST line

Field Restrictions:

Code	Description
02	This is a hydrogen sulfide field. This well shall be drilled in accordance with SWR 36.
30	At the time of completion the acreage assigned to the well must be legal without the base leases being over-assigned. The P-16 currently shows the base leases are over-assigned.

Exceptions

Field	Exception	Historical Docket/Case #	Resolution	CASES #
PHANTOM (WOLFCAMP)	SWR 37 Lease Line			

Comments

Remark	Date Entered	Entered By
updated well count from 16 to 15 per RRC records and sequence of filing	09/17/2024 01:54:20 PM	RRC STAFF
There have been problems identified with this permit (see problem letter attachment). Notification sent.	09/17/2024 04:43:54 PM	RRC STAFF
Problems identified with this permit are resolved.	09/18/2024 02:36:37 PM	RRC STAFF
Gaby Medrano submitted revised P-16.	09/18/2024 02:36:55 PM	RRC STAFF
Exception Admin Approved. 37(h)(2)(B). Own Offset.	09/18/2024 02:44:37 PM	RRC STAFF

Attachments

Attachment Type	File Path	Associated Fields and/or Plats
PLAT #1 (Paper Size: LGL)	I13386WEL01TX_REEVES_GRENDEL_STATE_57-2-13-24_C_12H_REV.pdf	PHANTOM (WOLFCAMP)
Other	bpx executed SWR 40 Acreage Reduction Agreement 57 T2 24.pdf	
P-12	State Sky Hook 57-T2-24 - P-12 - BPX.pdf	I13386WEL01TX_REEVES_GRENDEL_STATE_57-2-13-24_C_12H_REV.pdf
As Submitted W-1	AsSubmittedW1-9-16-2024.pdf	
Permit Problem Letter	problem letter 9-17-2024.pdf	
P-16	GRENDEL STATE 57-2-13-24 C 12H P-16 (W-1).pdf	
As Approved W-1	AsApprovedW1-9-18-2024.pdf	
As Approved Permit	AsApprovedPermit-9-18-2024.pdf	

Return

[Disclaimer](#) | [RRC Home](#) | [Contact](#)

T. & P. R. CO.
BLOCK 57
TSP 2

STATE SKY HOOK
57-T2-24 UNIT
TRACT SUMMARY

TRACT	CALLED ACREAGE
1	322.50
2	262.09
3	40.28
4	20.03
TOTAL	644.90

ANADARKO E&P
ONSHORE LLC
WINGHEAD 57-2-13
(CALLED 644.90 AC.)

WAPWA GRENDL STATE 57-2-13-24 C 12H	
NAD 83	NAD 83
LAT 1001	LONG 0021
N/A	N/A

Surface to Penetration Point
Grid Bearing - N21°47'33"W -- 419'
Penetration Point to First Take Point
Grid Bearing - S01°09'45"W -- 463'
First Take Point to Last Take Point
Grid Bearing - S02°32'21"W -- 9656'
Last Take Point to End of Terminus
Grid Bearing - S02°03'51"W -- 123'

AS DRILLED
SURFACE LOCATION WELL NO. 12H
S15° FN. x 1467' FEL 4-624, Section 13,
Bk. 57, TSP 2, T. & P. R. CO. Survey,
Reeves Co.
WELL DATA - NAD 27, TXIC1
X= 688937.43 Y= 812985.92
Lat.= 31°51'10.25" Long.= -103°54'42.51"
Ground Elevation 2881.8'
Approx. 1.9 miles North of Orio, Tx
WMD 8276' PENETRATION POINT WELL NO. 12H
T7° FN. x 1664' FEL Section 13, Bk. 57,
TSP 2, T. & P. R. CO. Survey, Reeves Co.
WELL DATA - NAD 27, TXIC1
X= 868159.89 Y= 813425.17
Lat.= 31°51'14.56" Long.= -103°54'45.15"
WMD 10129' FIRST TAKE POINT WELL NO. 12H
S40° FN. x 1653' FEL Section 13, Bk. 57,
TSP 2, T. & P. R. CO. Survey, Reeves Co.
WELL DATA - NAD 27, TXIC1
X= 868159.50 Y= 812987.40
Lat.= 31°51'09.99" Long.= -103°54'45.67"
WMD 20024' LAST TAKE POINT WELL NO. 12H
T15° FN. x 1663' FEL Section 24, Bk. 57,
TSP 2, T. & P. R. CO. Survey, Reeves Co.
WELL DATA - NAD 27, TXIC1
X= 868159.59 Y= 803081.40
Lat.= 31°49'32.12" Long.= -103°54'41.06"
WMD 20147' END OF TERMINUS WELL NO. 12H
S2° FN. x 1662' FEL A-2018, Section 24,
Bk. 57, TSP 2, T. & P. R. CO. Survey,
Reeves Co.
WELL DATA - NAD 27, TXIC1
X= 868301.96 Y= 802964.49
Lat.= 31°43'30.30" Long.= -103°54'41.06"

FIELD: PHANTOM (WOLF CAMP)

LEASE BOUNDARY - - - - -

PRODUCING WELL - - - - -

INJECTION WELL - - - - -

WELL LOCATIONS - - - - -

PROPOSED CONVERSION - - - - -



Firm # 10041700
For R.R.C. Use Only

I, BRYON W. CAREY hereby certify that this plat, drawn to the scale indicated, accurately represents conditions as they actually exist on the property on which permit to drill is sought and correctly reflects all pertinent data required to be shown on such plat by order of the Railroad Commission of Texas.

05/13/2025

ANADARKO E&P ONSHORE LLC

GRENDL STATE 57-2-13-24 C

WELL NO. 12H

Reeves County, Texas

Scale: 1" = 1000' 05/13/2025 505.0 WMD 10129'
Plot prepared by B.S. Norton Survey, Inc.

File No. ME065359
Reeves County
iNut 14537 - API 42.389.41387
Date Filed: 06/25/2025
Commissioner Dawn Buckingham, M.D.
By: Jm



Information for processing an Internal Non Unit Transaction (iNut)
Length of Lateral

iNut No. 14538

GENERAL INFORMATION

Name of Well: Grendel State 57-2-13-24 B # 21H API # 42-389-41388
Name of Operator: Anadarko E&P Onshore LLC RRC # 08-902705
Operator Contact Person: Cindy Bao Phone: 713-215-7016
Counties: Reeves

ALLOCATION OF STATE UNITS AND/OR LEASES BASED ON LENGTH OF LATERAL

Lease Type	Unit/Lease No	Total Lateral Ft.	Unit or Lease Lateral Ft.	Unit or Lease Rylty Decimal	Lease Royalty Decimal	RRAC Participation Factor	State Participation by Unit/Lease
RAL	8711/MF065359	10144	5130	0.03906856	0.07812500	0.25289806	0.01975766
RAL	8711/MF092207	10144	5130	0.00585556	0.09375000	0.03158677	0.00296126
RAL	8711/MF115947	10144	5130	0.05080051	0.12500000	0.20552572	0.02569072
RAL	8711/MF118253	10144	5130	0.00388238	0.12500000	0.01570711	0.00196339
Totals:						0.50571766	0.05037302
Effective Date: <u>11/01/2024</u>							State Net Royalty Revenue in Well

Name of Production Sharing Agreement, if any: PSA00700

Comments:

- Final as drilled plat submitted by email on June 24, 2025 from Cindy Bao.

Attach a plat showing the iNut well with length of laterals marked and the State lands marked.

Lease Types: Relinquishment Act Land (RAL), State Fee (SF), Free Royalty (FR), Unleased Riverbed (UR), Highway Right of Way (HROW), Unleased Highway (UH), Criminal Justice (TDCJ), Parks & Wildlife (TPW), Mineral Production Allocation (MPAA), Dept. of Aging (DADS), School for the Blind (SBVI), Stephen F. Austin (SFA), TX A&M (A&M).

Prepared by: Jm Alamo updated by: Jm WI updated by: Jm
RAM approval by: JD GIS updated by: RL

DO NOT DESTROY



Texas General Land Office

UNIT AGREEMENT MEMO

INUT250001

Unit Number 14538
Operator Name Anadarko E&P Onshore LLC
Customer ID C000044444
Unit Name Grendel State 57 - 2 - 13 - 24 B # 21H
County 1 Reeves **RRC District 1** 08
County 2 **RRC District 2**
County 3 **RRC District 3**
County 4 **RRC District 4**
Unit type iNut
State Net Revenue Interest Oil 0.05037302
State Part in Unit 0.50571766
Unit Depth Specified Depths
From Depth Well
To Depth Formation
Participation Basis Length of Lateral
If Exclusions Apply: See Remarks

Effective Date 11/01/2024
Unitized For Oil And Gas
Unit Term
Old Unit Number **Inactive Status Date**

Lease Number	Tract No	Lease Acres in Unit	Total Unit Acres	Tract Participation	O/G	Lease Royalty	NRI of Lease in Unit	Royalty Rate Reduction Clause
MF065359		0.000000	0.000000	0.25289806	O/G	0.07812500	0.01975766	No
MF092207		0.000000	0.000000	0.03158677	O/G	0.09375000	0.00296126	No
MF115947		0.000000	0.000000	0.20552572	O/G	0.12500000	0.02569072	No
MF118253		0.000000	0.000000	0.01570711	O/G	0.12500000	0.00196339	

API Number

4238941388

Remarks:

PSA00700. Final as drilled plat submitted on June 24, 2025.

Prepared By:

Jim

Prepared Date:

06/25/2025

GLO Base Updated By:

Jim

GLO Base Date:

06/25/2025

RAM Approval By:

Jim

RAM Approval Date:

06/25/2025

GIS By:

RL

GIS Date:

7/10/25

Well Inventory By:

Jim

WI Date:

06/25/2025

Pooling Committee Report

To: School Land Board

INUT250001

Date of Board Meeting:

Unit Number: 14538

Effective Date: 11/01/2024

Unit Expiration Date:

Applicant: Anadarko E&P Onshore LLC

Attorney Rep:

Operator: ANADARKO E&P ONSHORE LLC

Unit Name: Grendel State 57 - 2 - 13 - 24 B # 21H

Field Name: PHANTOM (WOLFCAMP)

County:

Reeves

<u>Lease Type</u>	<u>Lease Number</u>	<u>Lease Royalty</u>	<u>Expiration Date</u>	<u>Lease Term</u>	<u>Lease Acres</u>	<u>Lease Acres In Unit</u>	<u>Royalty Participation</u>
RAL	MF065359	0.07812500	10/15/1975	5 years	320.000000	0.000000	0.01975766
RAL	MF092207	0.09375000	05/25/1992	5 years	40.000000	0.000000	0.00296126
RAL	MF115947	0.12500000	06/27/2018	5 years	260.000000	0.000000	0.02569072
RAL	MF118253	0.12500000	09/09/2019	3 years	20.000000	0.000000	0.00196339

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

<u>Participation Basis:</u>	Length of Lateral
Surface Acreage	
<u>State Acreage:</u>	50.57%
<u>State Net Revenue Interest:</u>	5.04%

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

<u>RRC Rules:</u>	<u>Spacing Acres:</u>
No	

Joy McCauley

From: Bao, Cindy <Cindy_Bao@oxy.com>
Sent: Tuesday, June 24, 2025 2:49 PM
To: Joy McCauley
Cc: GLO123
Subject: [EXTERNAL] Fw: C44444 - May25 New wells Mineral File Lease # needed
Attachments: STATE OF TEXAS WINGHEAD DECK CALCS.xlsx; TX_REEVES_WINGHEAD_STATE_57-2-1-13_A_11H_AS_DRILLED_LAND.pdf; TX_REEVES_WINGHEAD_STATE_57-2-1-13_B_12H_AS_DRILLED_LAND.pdf; TX_REEVES_WINGHEAD_STATE_57-2-1-13_C_13H_AS_DRILLED_LAND.pdf; STATE OF TEXAS GRENDEL WELL DECK CALCS.xlsx; TX_REEVES_GRENDEL_STATE_57-2-13-24_A_11H_AS_DRILLED_LAND.pdf; TX_REEVES_GRENDEL_STATE_57-2-13-24_B_21H_AS_DRILLED_LAND.pdf; TX_REEVES_GRENDEL_STATE_57-2-13-24_C_12H_AS_DRILLED_LAND.pdf

Good afternoon Joy,

Please see attached for Winghead State and Grendel State wells.

Thank you,

Cindy Bao
OG Rev Acctg/Government Rptg
713-215-7016 (phone)
713-215-7397 (fax)
cindy_bao@oxy.com

From: Avelar, Siomara <Siomara_Avelar@oxy.com>
Sent: Tuesday, June 24, 2025 2:02 PM
To: Bao, Cindy <Cindy_Bao@oxy.com>
Subject: RE: [EXTERNAL] C44444 - May25 New wells Mineral File Lease # needed

Cindy, attached is information request for the wells.

- WINGHEAD STATE WELLS FIRST PRODUCTION DATE OF 5/2025
- GRENDEL STATE WELLS FIRST PRODUCTION DATE OF 6/2025

Let me know if you need anything else.

Thank You
Kind regards,

Sio Avelar
Advisor Division Order
Siomara_Avelar@oxy.com
Occidental Petroleum Corporation
P.O. Box 1330
Houston, Texas 77251



From: Peterangelo, Joy <Joy_Peterangelo@oxy.com>
Sent: Monday, June 23, 2025 2:04 PM
To: Bao, Cindy <Cindy_Bao@oxy.com>; Gertson, Christopher B <Christopher_Gertson@oxy.com>; Noto, Jeffrey <Jeffrey_Noto@oxy.com>; Carroll, Clayton D <Clayton_Carroll@oxy.com>; Lewis, Steve C <Steve_Lewis2@oxy.com>; Oldham, Darby J <Darby_Oldham@oxy.com>; Castellon, Jillian <Jillian_Castellon@oxy.com>; Avelar, Siomara <Siomara_Avelar@oxy.com>
Subject: RE: [EXTERNAL] C44444 - May25 New wells Mineral File Lease # needed

@Avelar, Siomara can you please assist?

JOY PETERANGELO

MANAGER, DIVISION ORDERS

Office: 832.636.7168

OCCIDENTAL PETROLEUM CORPORATION

PO BOX 27570

HOUSTON, TX 77227

Zero In™ at oxy.com

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From: Bao, Cindy <Cindy_Bao@oxy.com>
Sent: Monday, June 23, 2025 1:25 PM
To: Gertson, Christopher B <Christopher_Gertson@oxy.com>; Noto, Jeffrey <Jeffrey_Noto@oxy.com>; Carroll, Clayton D <Clayton_Carroll@oxy.com>; Lewis, Steve C <Steve_Lewis2@oxy.com>; Oldham, Darby J <Darby_Oldham@oxy.com>; Peterangelo, Joy <Joy_Peterangelo@oxy.com>; Castellon, Jillian <Jillian_Castellon@oxy.com>
Subject: Fw: [EXTERNAL] C44444 - May25 New wells Mineral File Lease # needed

Good afternoon,

For the new wells listed below, GLO requires final, as-drilled plats, allocation factors and first production date:

JV	DOI	Well	WC	WC	WellandW	O3U_WL3 - Production -> Producing Entity	API
157627	00002	322847	00001	1	3228471	WINGHEAD STATE 57-2-1-13 A 11H	42389
157628	00002	322848	00001	1	3228481	WINGHEAD STATE 57-2-1-13 B 12H	42389
157629	00002	322849	00001	1	3228491	WINGHEAD STATE 57-2-1-13 C 13H	42389
159732	00002	326059	00001	1	3260591	GRENDDEL STATE 57-2-13-24 A 11H	42389
159733	00002	326060	00001	1	3260601	GRENDDEL STATE 57-2-13-24 B 21H	42389
159734	00002	326061	00001	1	3260611	GRENDDEL STATE 57-2-13-24 C 12H	42389

Thank you,

Cindy Bao
OG Rev Acctg/Government Rptg
713-215-7016 (phone)
713-215-7397 (fax)
cindy_bao@oxy.com

From: GLO123 <glo123@glo.texas.gov>
Sent: Monday, June 23, 2025 11:35 AM
To: Bao, Cindy <cindy_bao@oxy.com>
Subject: RE: [EXTERNAL] C44444 - May25 New wells Mineral File Lease # needed

Hi Cindy,

The only well I see in our system is the Sierra State well, please see attached UAM Unit 13207.

For Winghead and Grendel State, please send either Mary Beth or Joy the final, as-drilled plats, PSA, allocation information and first production dates for these wells so they can get them set up for reporting.

Thank you,

Luke Decker
RRAC Team Leader, Minerals Review
Texas General Land Office
glo123@glo.texas.gov



From: GLO123 <glo123@glo.texas.gov>
Sent: Monday, June 23, 2025 11:14 AM
To: RRAC Business Response Team <RRAC.Business.Response.Team@glo.texas.gov>
Subject: FW: [EXTERNAL] C44444 - May25 New wells Mineral File Lease # needed

From: Bao, Cindy <Cindy_Bao@oxy.com>
Sent: Monday, June 23, 2025 11:13:49 AM (UTC-06:00) Central Time (US & Canada)
To: GLO123 <glo123@glo.texas.gov>
Subject: [EXTERNAL] C44444 - May25 New wells Mineral File Lease # needed
Good morning,

Please provide Unit Agreement Memo for below listed wells:

O3U_WL3 - Production -> Producing Entity	API	Field	District	RRC/Permit
SIERRA STATE 54-1-7-6 B 12H	4230136651	PHANTOM (WOLFCAMP)	08	895217
WINGHEAD STATE 57-2-1-13 A 11H	4238941380	PHANTOM (WOLFCAMP)	08	902674
WINGHEAD STATE 57-2-1-13 B 12H	4238941381	PHANTOM (WOLFCAMP)	08	902675
WINGHEAD STATE 57-2-1-13 C 13H	4238941382	PHANTOM (WOLFCAMP)	08	902676
GRENDL STATE 57-2-13-24 A 11H	4238941386	PHANTOM (WOLFCAMP)	08	902703
GRENDL STATE 57-2-13-24 B 21H	4238941388	PHANTOM (WOLFCAMP)	08	902705
GRENDL STATE 57-2-13-24 C 12H	4238941387	PHANTOM (WOLFCAMP)	08	902704

Thank you,



Cindy Bao
OG Rev Acctg/Government Rptg
713-215-7016 (phone)
713-215-7397 (fax)
cindy_bao@oxy.com

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

LATERAL LENGTH ALLOCATION PSA

Joint Venture	Joint Venture Name	Well ID	API (10)	AS DRILL PLAT (ADP)	LATERAL LENGTH SEC 13	LATERAL LENGTH SEC24	TOTAL
150732	GRENDI STATE 57-2-13-24 A 11H	322847	4238941380		1.526	5.122	9.648
189731	GRENDI STATE 57-2-13-24 C 12H	322848	4238941391		5.014	5.136	10.144
194734	GRENDI STATE 57-2-13-24 B 11H	322849	4238941382		4.769	5.127	9.896

ROY/NPR/ORRI IN THE UNIT													
LEGAL PER TR/SEC	BP #	BP NAME	INTEREST TYPE	SEQ	ACREAGE CALC ALLOCATION	LEASE ROY RATE	MINERAL INTEREST	TRACT NRI	A11H	B12H	C13H	GAS MFG	OIL MFG
N2 TR1	80093786	STATE OF TEXAS	NR	1	0.03906856	0.25000000		0.07812500	0.02074100	0.01975766	0.02024096	66	67
S2 TR1	80093786	STATE OF TEXAS	RI		0.00585556	0.25000000	1.00000000	0.09375000	0.00310864	0.00296126	0.00303370	66	67
S2 TR2	80093786	STATE OF TEXAS	RI		0.05080051	0.25000000	1.00000000	0.12500000	0.02696934	0.02569072	0.02631914	66	67
S2 TR3	80093786	STATE OF TEXAS	RI		0.00388238	0.25000000	1.00000000	0.12500000	0.00296111	0.00196339	0.00201142	68	69
					0.09960701			0.42187500	0.05288009	0.05037303	0.05160521		
ROYALTY COMBINED									0.05288009	0.05037303	0.05160521		

ADS	ST TX MF-065359	MF-065359
ADS	ST TX MF-092207	MF-092207
ADS	ST TX MF-115947	MF-115947
ADS	ST TX MF-110253	MF-110253

 ONLINE SYSTEM

Oil & Gas Data Query

Query Menu Help

Form W-1

Return

To Print Directional or Horizontal Wellbore Information use (View W-1D or W-1H) links:

Status #: 902705 - 99	Operator: 020528 - ANADARKO E&P ONSHORE LLC	Lease Name: GRENDLE STATE 57-2-13-24 B	Filling Purpose: New Drill
API #: 389-41388	Issued: 09/18/2024, Filed: Online	Well #: 21H, District: 08, County: REEVES	Wellbore Profiles: Horizontal
Exception Admin Approved. 37(h)(2)(B). Own Offset. {09/18/2024 02:45:08 PM}			

Status: Approved

[View Current W-1](#)
[View Current W-1H](#)
[View Current Permit](#)
[View SWR 13 Formations](#)

Completion Information

Well Status Code	Spud Date	Drilling Completed	Surface Casing Date
-	11/16/2024		11/17/2024

General / Location Information

Basic Information:

Filling Purpose	Wellbore Profiles	Lease Name	Well #	SWR	Total Depth	Horizontal Wellbore	Stacked Lateral Parent Well DP #
New Drill	Horizontal	GRENDLE STATE 57-2-13-24 B	21H	SWR 36, SWR 37 Lease Line	13000	Allocation	

Surface Location Information:

API #	Distance from Nearest Town	Direction from Nearest Town	Nearest Town	Surface Location Type
389-41388 	1.9 miles	N	Orla	Land

GPS Coordinates - Datum: NAD 27

Latitude Degrees: 31 Latitude Minutes: 51 Latitude Seconds: 10.23

Longitude Degrees: -103 Longitude Minutes: 54 Longitude Seconds: 43.85

Survey/Legal Location Information:

Section	Block	Survey	Abstract #	County		
13	57 T2	T&P RR CO	624	REEVES		
Township	League	Labor	Porcion	Share	Tract	Lot

Perpendicular surface location from two nearest designated lines:

Perpendiculars	Distance	Direction	Distance	Direction
Survey Perpendiculars	515.0 feet	N	1497.0 feet	E

Permit Restrictions:

Code	Description
29	This well must comply to the new SWR 3.13 requirements concerning the isolation of any potential flow zones and zones with corrosive formation fluids. See approved permit for those formations that have been identified for the county in which you are drilling the well in.
30	The designated interval for one or more of the fields approved in this permit appears to overlap with the designated interval of another field or fields in this district. In the case of conflicting designated intervals you will be required to be consistent in field designation on this lease. Further, if the designated interval overlap of wells on this lease results in an actual or potential double assignment of reservoir and the applicant cannot conclusively demonstrate that there is no double assignment, the permitted well may not be assigned an allowable until the conflict is resolved. Because of the overlapping designated intervals in this area, issuance of this permit does not guarantee that the completion of the well will be approved or that the well will receive an allowable in any given field, even if that field is listed on the approved permit application.

Fields

District	Field Name	Field #	Completion Depth	Lease Name	Well #	Well Type	Acres	Distance to nearest well	Distance to nearest Lease Line from Surface Location	SWR	Off-lease Surface Location	Off-lease Penetration Point	Pooled/Unitized	Horizontal Ownership Interval														
08	PHANTOM (WOLFCAMP) Primary Field	71052900	13000	GRENDLE STATE 57-2-13-24 B	21H	Oil or Gas Well	1289.8	200.0 feet	515 feet	SWR 36, SWR 37 Lease Line	N	N	N															
<table><tr><th colspan="3">Perpendiculars</th><th>Distance</th><th>Direction</th><th>Distance</th><th>Direction</th></tr><tr><td colspan="3">Surface Lease Lines</td><td>515.0 feet</td><td>N</td><td>1497.0 feet</td><td>E</td></tr></table>															Perpendiculars			Distance	Direction	Distance	Direction	Surface Lease Lines			515.0 feet	N	1497.0 feet	E
Perpendiculars			Distance	Direction	Distance	Direction																						
Surface Lease Lines			515.0 feet	N	1497.0 feet	E																						

Nearest Distance from the First/Last Take Point (Heel/Toe) to a Lease Line: 1 feet
Nearest Perpendicular Distance from Any Take Point to a Lease Line: 2150 feet
Section: 24 **Block:** 57 T2 **Survey:** T&P RR CO/DEVANEY, J U
Abstract #: 2058 **County:** REEVES

Name	Profile	Distance	Direction	Distance	Direction
TH1	Terminus Point	Lease	10.0 feet	from the SOUTH line and	2150.0 feet from the EAST line
		Survey	10.0 feet	from the SOUTH line and	2150.0 feet from the EAST line
	Penetration Point	Lease	50.0 feet	from the NORTH line and	2150.0 feet from the EAST line

Field Restrictions:

Code	Description
02	This is a hydrogen sulfide field. This well shall be drilled in accordance with SWR 36.
30	At the time of completion the acreage assigned to the well must be legal without the base leases being over-assigned. The P-16 currently shows the base leases are over-assigned.

Exceptions

Field	Exception	Historical Docket/Case #	Resolution	CASES #
PHANTOM (WOLFCAMP)	SWR 37 Lease Line			

Comments

Remark	Date Entered	Entered By
Commission Staff expresses no opinion as to whether a 100% ownership interest in each of the leases alone or in combination with a "production sharing agreement" confers the right to drill across lease/unit lines or whether a pooling agreement is also required. However, until that issue is directly addressed and ruled upon by a Texas court of competent jurisdiction it appears that a 100% interest in each of the leases and a production sharing agreement constitute a sufficient colorable claim to the right to drill a horizontal well as proposed to authorize the removal of the regulatory bar and the issuance of a drilling permit by the Commission, assuming the proposed well is in compliance with all other relevant Commission requirements. Issuance of the permit is not an endorsement or approval of the applicant's stated method of allocating production proceeds among component leases or units. All production must be reported to the Commission as production from the lease or pooled unit on which the wellhead is located and reported production volume must be determined by actual measurement of hydrocarbon volumes prior to leaving that tract and may not be based on allocation or estimation. Payment of royalties is a contractual matter between the lessor and lessee. Interpreting the leases and determining whether the proposed proceeds allocation comports with the relevant leases is not a matter within Commission jurisdiction but a matter for the parties to the lease and, if necessary, a Texas court of competent jurisdiction. The foregoing statements are not, and should not be construed as, a final opinion or decision of the Railroad Commission.	09/16/2024 07:26:20 PM	
updated well count from 15 to 16 per RRC records and sequence of filing	09/17/2024 02:09:49 PM	RRC STAFF
There have been problems identified with this permit (see problem letter attachment). Notification sent.	09/17/2024 04:45:42 PM	RRC STAFF
Problems identified with this permit are resolved.	09/18/2024 02:25:54 PM	RRC STAFF
Gaby Medrano submitted revised P-16.	09/18/2024 02:26:14 PM	RRC STAFF
Exception Admin Approved. 37(h)(2)(B). Own Offset.	09/18/2024 02:45:08 PM	RRC STAFF

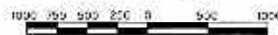
Attachments

Attachment Type	File Path	Associated Fields and/or Plats
PLAT #1 (Paper Size: LGL)	I13385WEL01TX_REEVES_GRENDL_STATE_57-2-13-24_B_21H_REV.pdf	PHANTOM (WOLFCAMP)
Other	bpx executed SWR 40 Acreage Reduction Agreement 57 T2 24.pdf	
P-12	State Sky Hook 57-T2-24 - P-12 - BPX.pdf	I13385WEL01TX_REEVES_GRENDL_STATE_57-2-13-24_B_21H_REV.pdf
As Submitted W-1	AsSubmittedW1-9-16-2024.pdf	
Permit Problem Letter	problem letter 9-17-2024.pdf	
P-16	GRENDL STATE 57-2-13-24 B 21H P-16 (W-1).pdf	
As Approved W-1	AsApprovedW1-9-18-2024.pdf	
As Approved Permit	AsApprovedPermit-9-18-2024.pdf	

Return

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Scale: 1"= 1000' 05/15/2005 505-gravel.dgn
 Plot prepared by G.S.
 Landmark Survey, Inc.



SCALE IN FEET
SCALE 1" = 100'

FAA REQUIRED: NO

File No. MF065359
Reeves County
iNut14538-42^{API}389.41388
Date Filed: 06/25/2025
Commissioner Dawn Buckingham, M.D.
By: Jm



MEMORANDUM

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

DATE: April 15, 2025 **PSA# 00729**

TO: School Land Board

FROM: Pooling Committee

SUBJECT: Request from Anadarko E&P Onshore LLC to have the State enter into a Production Sharing Agreement for drilling of the Phoenix State 57-2-36-24 allocation wells.

- Anadarko E&P Onshore LLC is the operator of State Leases MF065359, MF115947, MF092207, and MF118253 (GLO Unit 8711) and State Leases MF112764 and MF121259 (GLO Unit 14250) in which the State has a royalty interest, and they are requesting that the royalty owners sign a Production Sharing Agreement, which the School Land Board has the authority to approve pursuant to Texas Natural Resources Code §52.154.
- The Production Sharing Agreement will allow the operator to drill the Phoenix State 57-2-36-24 allocation wells which will traverse State Leases MF065359, MF115947, MF092207, and MF118253 (GLO Unit 8711) and State Leases MF112764 and MF121259 (GLO Unit 14250).
- The State's participation in the sharing wells will be based on productive lateral length from first take point to last take point.

POOLING COMMITTEE RECOMMENDATION:

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


General Land Office

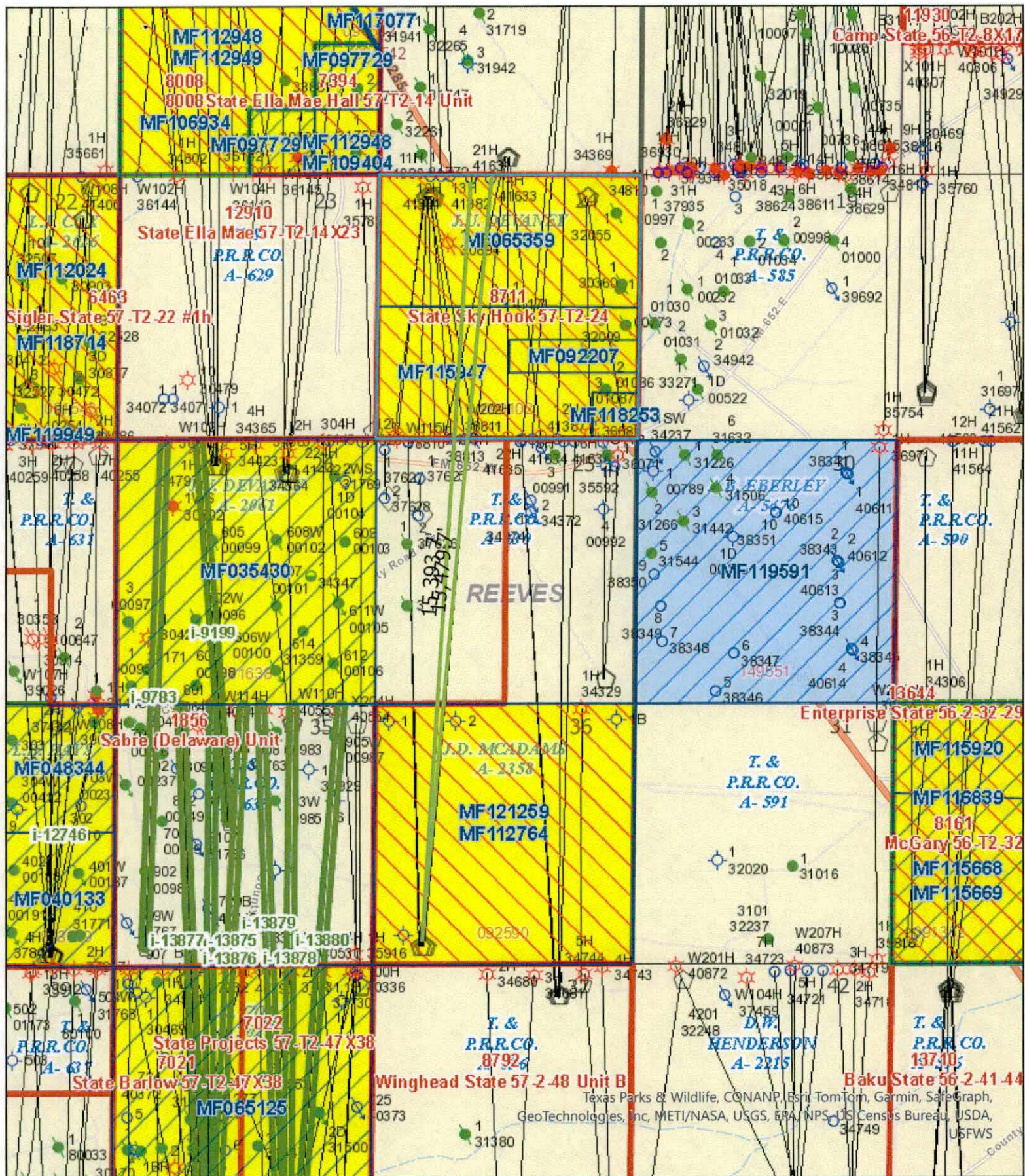
3.18.25
Date

Office of the Governor

Date

Office of the Governor

Date



GLO Land/Lease Mapping Viewer

Please review all copyright and disclaimer information from our webpage here. <https://www.glo.texas.gov/policy/index.html>. The Texas General Land Office makes no representations or warranties regarding the accuracy or completeness of the information depicted on this map or the data from which it was produced. This map is not suitable for navigational purposes and does not purport to depict boundaries of private and public land.

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

Revised 6/11/25

**PRODUCTION SHARING AGREEMENT
PHOENIX STATE ALLOCATION WELLS**

This production sharing agreement (“**Agreement**”), dated effective as of **April 1, 2025** (“**Effective Date**”), is between **ANADARKO E&P ONSHORE LLC** (“**Operator**”), the Commissioner of the General Land Office, on behalf of the State of Texas and the owner or owners below (collectively and each an “**Owner**”).

- Owner owns a mineral, working, and/or royalty interest in one or more oil and gas leases and/or in the mineral estate of the lands described by one or more of the leases identified in **Exhibit “B”** attached hereto, (referred to individually as a “**Lease**” and collectively as the “**Pooled Units**,” if applicable);
 - Operator is the owner and/or operator of the Leases and/or Pooled Units as to the acreage described in **Exhibit “A”**;
 - The Parties desire to establish an agreed method of allocating production from one or more Sharing Wells (as defined in Section 3) to one or more of the Pooled Units or Leases adjacent to the Pooled Units.
1. **Production Sharing Calculation.** If Operator completes a Sharing Well, Operator shall:
- a. Request that the GLO designate that Sharing Well as either (i) a Unit Sharing Well or (ii) a Unit Line Well (each as defined in Section 3); and
 - b. allocate production from that Sharing Well, from the date of first production, to each Sharing Well Property using the applicable fraction below:

Sharing Well Type	Numerator	Denominator
Unit Sharing Well	Completed Lateral Length on the Sharing Well Property	Total Completed Lateral Length
Unit Line Well	Horizontal Drainhole Area on the Sharing Well Property	Total Horizontal Drainhole Area

2. **Effect of Sharing Wells.** Operations on or production from a Sharing Well will be considered for all purposes (except the calculation and payment of royalties) to be operations on or production from each of the Sharing Well Properties to which production from the Sharing Well is allocated. Operator shall pay royalties under the terms of the Leases on the share of production as calculated in Section 1(b).
3. **Definitions.** For purposes of this Agreement, the following definitions apply:

“As-Drilled Survey Plat” means a plat, prepared by a registered professional engineer or surveyor, using a directional survey that shows the Sharing Well's wellbore path.

“Completed Lateral Length” means the actual measured distance between the first and last Take Point along the Horizontal Drainhole in the Sharing Well excluding any non-perforation zones.

“Horizontal Drainhole” means the portion of the Sharing Well identified on the As-Drilled Survey Plat:

- a. between the first and last Take Point (excluding any non-perforation zones); and
- b. located within one or more productive formations.

“Horizontal Drainhole Area” means the area within the Sharing Well Properties bounded by two lines 330 feet equidistant from and along the Horizontal Drainhole of a Sharing Well. For avoidance of doubt, the distance between the two lines paralleling the Horizontal Drainhole shall be 660 feet.

“Sharing Well” means a well with a horizontal drainhole displacement greater than 100 feet (as defined by Texas Administrative Code, Title 16, Part I, Chapter 3, Rule §3.86) in which Take Points are located on more than one Sharing Well Property.

“Sharing Well Property” means:

- a. any Pooled Unit,
- b. any unpooled portion of a Lease, or
- c. any other lease, pooled unit, unpooled portion of a lease or tract upon which a portion of the Horizontal Drainhole or Horizontal Drainhole Area (as shown by the As-Drilled Survey Plat) is located.

“Take Point” means any point in a horizontal well that is open to the formation where hydrocarbons from the formation can enter the wellbore.

“Unit Sharing Well” means a Sharing Well with a Horizontal Drainhole Area that traverses two or more Sharing Well Properties and is designated by the GLO as a “Unit Sharing Well”.

“Unit Line Well” means a Sharing Well with a portion of its Horizontal Drainhole located within 330 feet of a common property line between the Sharing Well Properties and is designated by the GLO as a “Unit Line Well”.

4. **Offset Obligations and Surface Use.** A Sharing Well does not create any offset obligations under any Leases in the Sharing Well Property. Operator shall have the right to make reasonable use of the surface and subsurface of each Sharing Well Property for the purpose of exploring, drilling, completing, producing, transporting and marketing oil and gas from any Sharing Well.
5. **Other Wells.** This Agreement does not affect the ownership or production allocation of any well drilled on a Sharing Well Property that is not a Sharing Well.
6. **Related Documents.** The terms of any Leases, agreements, and pooling agreements covering or affecting the Owner's lands within a Sharing Well Property (collectively, "**Related Documents**") are hereby amended to conform to this Agreement. If provisions in any Related Documents conflict with provisions in this Agreement, the provisions in this Agreement will control. A Sharing Well does not constitute a unit well for the purpose of unit production or unit operations or a drilling obligation contained in a pooling agreement, if applicable, unless approved in writing by the General Land Office.
7. **Retained Acreage.** If any Lease contains a retained-acreage clause, partial-termination clause, or other provision that would, based upon the passage of time or the occurrence or non-occurrence of some event or condition, cause the Lease to terminate, except as to certain portions of the leased premises included within certain types of units or otherwise associated with productive wells, then, for the sole purpose of determining the acreage and/or depths of the leased premises under said Lease that is perpetuated by a Sharing Well, that portion of the Sharing Well drilled on the leased premises of said Lease or situated within a Horizontal Drainhole Area extending onto said Lease ("On-Lease Portion") shall be treated as a well drilled solely on the leased premises, and the acreage retained by said On-Lease Portion of a Unit Sharing Well shall be the greater of 40 acres or the amount of acreage determined by the following formula: $0.032 \times (L - N) = A$, where L = the length (in feet) of the horizontal /lateral component of the wellbore from the first Take Point to the last Take Point, N = the length (in feet) of the wellbore between first and last Take Points that fall in a non-perf zone or outside the Lease and/or Pooled Unit, and A = the area retained (in acres), provided that, if A is not divisible by the number 5, A will be rounded up to the next number divisible by 5, (e.g. $0.032 \times 4500 \text{ feet} = 144 \text{ acres}$, which rounds up to 145 acres).

E.g. If 1,000 ft of a 5,000 ft-long Sharing Well is located on leased premises covered by a Lease with a retained acreage provision, then the Sharing Well will be considered to be 1,000 ft long (i.e., the portion located on the relevant leased premises) for purposes of the retained acreage provision and will retain 35 acres ($1,000' \times 0.032 = 32 \text{ acres}$, rounded up to 35 acres).

However, the cumulative area retained (in acres) under the foregoing calculation when applied to multiple Leases may not exceed $0.032 \times (L - \text{non-perf zones})$ rounded up to the next number divisible by 10.

The acreage retained by a Unit Line Well shall be the On-Lease Portion of the Horizontal Drainhole Area for said well. Furthermore, the depths retained by said On-Lease Portion of a Sharing Well shall be limited to: (1) 300 feet true vertical depth above the shallowest depth reached by the horizontal/lateral component of the wellbore from the first Take Point to the last Take Point inside the Lease and/or Pooled Unit; and (2) 300 feet true vertical depth below the deepest depth reached by the horizontal/lateral component of the wellbore from the first Take Point to the last Take Point inside the Lease and/or Pooled Unit.

8. **Term.** This Agreement will remain in effect for a period of [one (1) year] from the Effective Date and for so long thereafter as a Lease remains in effect as to all or any portion of the lands covered thereby and a Sharing Well is producing in paying quantities, as defined by the respective Lease. If all Sharing Wells fail to produce in paying quantities, this Agreement shall automatically terminate.
9. **Dissolution.** This Agreement may be dissolved by Operator, its heirs, successors or assigns, by an instrument filed for record in the county records where the Sharing Well Properties are situated, and a certified copy thereof filed in the General Land Office at any time after the cessation of production on the Sharing Area or the completion of a dry hole thereon prior to production or upon such other date as may be approved by the Owner and mutually agreed to by the undersigned parties, their successors or assigns.
10. **Cross-conveyance.** Nothing in this Agreement shall be construed as effecting a cross-assignment or cross-conveyance of any interest that is subject to this Agreement.
11. **Existing Production Excluded.** Any wells producing from the Sharing Properties prior to the Effective Date of this Agreement are specifically excluded from the provisions of this Agreement and will be governed by their respective leases, agreements, and units, as applicable.
12. **Counterparts.** The parties may sign this Agreement in one or more counterparts, each of which is an original, and all of which constitute only one agreement between the parties. The executed counterparts may be combined by Operator into one or more instruments for recordation, by combining the signature pages and acknowledgments, and the executing parties agree that such instruments will be treated and given effect for all purposes as a single instrument.
13. **Binding Effect.** This Agreement is assignable, in whole or in part, and binds and benefits the parties and their respective successors and assignees.
14. **Memorandum.** Operator may record a memorandum of this Agreement.

(Signature Pages and Exhibits Follow)

OWNER is signing this Agreement on the date stated below, but this Agreement is effective as of the Effective Date.

Date Executed: 8/1/2025

STATE OF TEXAS


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

Approved:

cont. 

MM 

OGC 

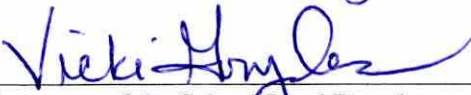
DCC 

CC 

CERTIFICATE

I, Vicki Gonzales, Secretary of the School Land Board of the State of Texas, do hereby certify that at a meeting of the School Land Board duly held on the 15th day of April, 2025, the foregoing instrument was presented to and approved by said Board under the provisions of Subchapter E, Chapters 32 & 52, of the Natural Resources Code, all of which is set forth in the Minutes of the Board of which I am custodian.

IN TESTIMONY WHEREOF, witness my hand this the 1st day of August, 2025.


Secretary of the School Land Board

OPERATOR is signing this Agreement on the date stated below, but this Agreement is effective as of the Effective Date.

Date Executed _____

ANADARKO E&P ONSHORE LLC

By: _____

Printed: John V. Schneider

Its: Attorney-in-Fact

ACKNOWLEDGEMENT

STATE OF TEXAS _____

COUNTY OF HARRIS

This instrument was acknowledged before me on _____, 20____, by John V. Schneider

as Attorney-in-Fact for Anadarko E&P Onshore LLC, a Delaware limited liability company, on behalf of said company.

Notary Public in and for the State of Texas

EXHIBIT A

**Attached to and made a part of that certain Production Sharing Agreement dated April 1, 2025
between Anadarko E&P Onshore LLC, and Interest Owners.**

SHARING AREA:

Tract 1: State Sky Hook 57-T2-24 Unit as described in that certain Pooling Agreement dated October 3, 2017, GLO Unit No. 8711, recorded at Volume 1507, Page 728 and filed as Instrument Number 17-19843 in the Official Records of Reeves County, Texas: All of Section 24, Block 57, Township 2, T&P RR Co. Survey, Reeves County, Texas

Tract 2: Phoenix State Unit 57-2-36-25 as described in that certain Pooling Agreement dated _____, 2025, GLO Unit No. _____, recorded at Instrument Number _____ in the Official Records of Reeves County, Texas: All of Sections 25 & 36, Block 57, Township 2, T&P RR Co. Survey, Reeves County, Texas

EXHIBIT B

**Attached to and made a part of that certain Production Sharing Agreement dated April 1, 2025
between Anadarko E&P Onshore LLC, and Interest Owners.**

OIL AND GAS LEASES:

1. AEP LEASE NO: 1321268000
 LESSOR: Chevron U.S.A. Inc.
 LESSEE: Anadarko Petroleum Corporation
 LEASE DATE: 9/1/2010
 RECORDING: Volume 901, Page 391, Reeves County, Texas

2. AEP LEASE NO: 26063100
 LESSOR: State of Texas MF-065359
 LESSEE: Phillips Petroleum Company
 LEASE DATE: 10/15/1970
 RECORDING: Volume 301, Page 110, Reeves County, Texas

3. AEP LEASE NO: 26063200
 LESSOR: State of Texas MF-092207
 LESSEE: Richard C. Slack
 LEASE DATE: 5/25/1987
 RECORDING: Volume 477, Page 496, Reeves County, Texas

4. AEP LEASE NO: 26063300
 LESSOR: State of Texas MF-115947
 LESSEE: Petrohawk Properties, LP
 LEASE DATE: 6/27/2013
 RECORDING: Volume 1025, Page 124, Reeves County, Texas

5. AEP LEASE NO: 26063400
 LESSOR: State of Texas MF-118253
 LESSEE: BHP Billiton Properties (N.A.), LP
 LEASE DATE: 9/9/2016
 RECORDING: Volume 1333, Page 428, Reeves County, Texas

6. AEP LEASE NO: 26063500
 LESSOR: State of Texas MF-112764D
 LESSEE: Petrohawk Properties, LP
 LEASE DATE: 2/15/2012
 RECORDING: Volume 932, Page 557, Reeves County TX

7. AEP LEASE NO: 26063600
 LESSOR: State of Texas MF-112764E
 LESSEE: Petrohawk Properties, LP
 LEASE DATE: 5/1/2012
 RECORDING: Volume 943, Page 38, Reeves County TX

8. AEP LEASE NO: 26063700
 LESSOR: State of Texas MF-112764F
 LESSEE: Petrohawk Properties, LP
 LEASE DATE: 5/1/2012
 RECORDING: Volume 943, Page 45, Reeves County TX
9. AEP LEASE NO: 26063800
 LESSOR: State of Texas MF-112764G
 LESSEE: Petrohawk Properties, LP
 LEASE DATE: 5/1/2012
 RECORDING: Volume 943, Page 31, Reeves County TX
10. AEP LEASE NO: 26063900
 LESSOR: State of Texas MF-112764H
 LESSEE: Petrohawk Properties, LP
 LEASE DATE: 5/1/2012
 RECORDING: Volume 944, Page 290, Reeves County TX
11. AEP LEASE NO: 26064000
 LESSOR: State of Texas MF-112764I
 LESSEE: Petrohawk Properties, LP
 LEASE DATE: 6/1/2012
 RECORDING: Volume 945, Page 494, Reeves County TX
12. AEP LEASE NO: 26064100
 LESSOR: State of Texas MF-112764J
 LESSEE: Petrohawk Properties, LP
 LEASE DATE: 6/5/2012
 RECORDING: Volume 948, Page 116, Reeves County TX
13. AEP LEASE NO: 26064200
 LESSOR: State of Texas MF-112764K
 LESSEE: Petrohawk Properties, LP
 LEASE DATE: 6/21/2012
 RECORDING: Volume 951, Page 316, Reeves County TX
14. AEP LEASE NO: 26064300
 LESSOR: State of Texas MF-112764L
 LESSEE: Petrohawk Properties, LP
 LEASE DATE: 6/21/2012
 RECORDING: Volume 956, Page 10, Reeves County TX
15. AEP LEASE NO: 26064400
 LESSOR: State of Texas MF-112764M
 LESSEE: BHP Billiton Petroleum Properties (NA) LP
 LEASE DATE: 9/9/2013
 RECORDING: Volume 1026, Page 301, Reeves County TX
16. AEP LEASE NO: 26064500
 LESSOR: State of Texas MF-112764N
 LESSEE: BHP Billiton Petroleum Properties (NA) LP
 LEASE DATE: 10/1/2013
 RECORDING: Volume 1035, Page 430, Reeves County TX

17. AEP LEASE NO: 26064600
LESSOR: State of Texas MF-112764O
LESSEE: BHP Billiton Petroleum Properties (NA) LP
LEASE DATE: 11/1/2013
RECORDING: Volume 1047, Page 418, Reeves County TX
18. AEP LEASE NO: 26065200
LESSOR: State of Texas MF-112764P
LESSEE: BHP Billiton Petroleum Properties (NA) LP
LEASE DATE: 11/1/2013
RECORDING: Volume 1047, Page 432, Reeves County TX
19. AEP LEASE NO: 26064800
LESSOR: State of Texas MF-112764Q
LESSEE: BHP Billiton Petroleum Properties (NA) LP
LEASE DATE: 11/1/2013
RECORDING: Volume 1047, Page 439, Reeves County TX
20. AEP LEASE NO: 26064900
LESSOR: State of Texas MF-112764R
LESSEE: BHP Billiton Petroleum Properties (NA) LP
LEASE DATE: 11/1/2013
RECORDING: Volume 1047, Page 446, Reeves County TX
21. AEP LEASE NO: 26065000
LESSOR: State of Texas MF-112764S
LESSEE: BHP Billiton Petroleum Properties (NA) LP
LEASE DATE: 11/1/2013
RECORDING: Volume 1047, Page 425, Reeves County TX
22. AEP LEASE NO: 26065100
LESSOR: State of Texas MF-112764T
LESSEE: BHP Billiton Petroleum Properties (NA) LP
LEASE DATE: 1/13/2014
RECORDING: Volume 1056, Page 741, Reeves County TX
23. LESSOR: State of Texas MF-121259A
LESSEE: Espuela Energy, LLC
LEASE DATE: 7/20/2022
RECORDING: Instrument No. 2022005751, Reeves County, Texas
24. LESSOR: State of Texas MF-121259B
LESSEE: Espuela Energy, LLC
LEASE DATE: 11/21/2022
RECORDING: Instrument No. 2022008459, Reeves County Texas
25. LESSOR: State of Texas MF-121259C
LESSEE: Espuela Energy, LLC
LEASE DATE: 11/21/2022
RECORDING: Instrument No. 2022008460, Reeves County Texas

26. LESSOR: State of Texas MF-121259D
LESSEE: Espuela Energy, LLC
LEASE DATE: 11/21/2022
RECORDING: Instrument No. 2022008462, Reeves County Texas
27. LESSOR: State of Texas MF-121259E
LESSEE: Espuela Energy, LLC
LEASE DATE: 11/21/2022
RECORDING: Instrument No. 2022008461, Reeves County Texas
28. LESSOR: State of Texas MF-121259F
LESSEE: Espuela Energy, LLC
LEASE DATE: 8/23/2022
RECORDING: Instrument No. 2022008968, Reeves County Texas
29. LESSOR: State of Texas MF-121259G
LESSEE: Espuela Energy, LLC
LEASE DATE: 8/23/2022
RECORDING: Instrument No. 2022008967, Reeves County Texas
30. LESSOR: State of Texas MF-121259H
LESSEE: Espuela Energy, LLC
LEASE DATE: 8/23/2022
RECORDING: Instrument No. 2022008966, Reeves County Texas
31. LESSOR: State of Texas MF-121259I
LESSEE: Espuela Energy, LLC
LEASE DATE: 8/15/2022
RECORDING: Instrument No. 2022008300, Reeves County Texas
32. LESSOR: State of Texas MF-121259J
LESSEE: Espuela Energy, LLC
LEASE DATE: 7/22/2022
RECORDING: Instrument No. 2022005750, Reeves County Texas
33. LESSOR: State of Texas MF-121259K
LESSEE: Espuela Energy, LLC
LEASE DATE: 8/23/2022
RECORDING: Instrument No. 2022008962, Reeves County Texas
34. LESSOR: State of Texas MF-121259L
LESSEE: Espuela Energy, LLC
LEASE DATE: 7/20/2022
RECORDING: Instrument No. 2022005752, Reeves County Texas
35. LESSOR: State of Texas MF-121259M
LESSEE: Espuela Energy, LLC
LEASE DATE: 7/20/2022
RECORDING: Instrument No. 2022007860, Reeves County Texas

36. LESSOR: State of Texas MF-121259N
LESSEE: Espuela Energy, LLC
LEASE DATE: 8/31/2022
RECORDING: Instrument No. 2022007859, Reeves County Texas
37. LESSOR: State of Texas MF-121259O
LESSEE: Espuela Energy, LLC
LEASE DATE: 8/1/2022
RECORDING: Instrument No. 2022005749, Reeves County Texas
38. LESSOR: State of Texas MF-121259P
LESSEE: Espuela Energy, LLC
LEASE DATE: 8/10/2022
RECORDING: Instrument No. 2022006192, Reeves County Texas
39. LESSOR: State of Texas MF-121259Q
LESSEE: Espuela Energy, LLC
LEASE DATE: 8/10/2022
RECORDING: Instrument No. 2022006193, Reeves County Texas
40. LESSOR: State of Texas MF-121259R
LESSEE: Espuela Energy, LLC
LEASE DATE: 12/5/2022
RECORDING: Instrument No. 2023000699, Reeves County Texas
41. LESSOR: State of Texas MF-121259S
LESSEE: Espuela Energy, LLC
LEASE DATE: 1/3/2023
RECORDING: Instrument No. 2023000698, Reeves County Texas
42. LESSOR: State of Texas MF-121259T
LESSEE: Salty Rock Resources, LLC
LEASE DATE: 12/20/2022
RECORDING: Instrument No. 2023001671, Reeves County Texas

Certificate Of Completion

Envelope Id: 854FCC8A-9793-4129-9DBB-5E74DC495F1D
 Subject: Energy Resources: PSA00729 Anadarko Phoenix State
 Source Envelope:
 Document Pages: 13
 Certificate Pages: 2
 AutoNav: Enabled
 Envelopeld Stamping: Enabled
 Time Zone: (UTC-06:00) Central Time (US & Canada)

Status: Completed
 Envelope Originator:
 Conroy Swan
 1700 Congress Ave
 Austin, TX 78701
 conroy.swan@glo.texas.gov
 IP Address: 136.226.12.49

Record Tracking

Status: Original
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 conroy.swan@glo.texas.gov

Location: DocuSign

Signer Events

Chase Brockman
 chase.brockman@glo.texas.gov
 Security Level: Email, Account Authentication
 (None)

Signature

 Initial

Signature Adoption: Pre-selected Style
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 Signed: 7/17/2025 8:43:33 AM

Electronic Record and Signature Disclosure:

Not Offered via Docusign

Dustin Oslick
 dustin.oslick@glo.texas.gov
 Texas General Land Office
 Security Level: Email, Account Authentication
 (None)

 DS

Signature Adoption: Drawn on Device
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Electronic Record and Signature Disclosure:

Not Offered via Docusign

Ken Mills
 Ken.Mills@GLO.TEXAS.GOV
 Attorney
 Texas General Land Office
 Security Level: Email, Account Authentication
 (None)

 DS

Signature Adoption: Pre-selected Style
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 Signed: 7/25/2025 3:36:17 PM

Electronic Record and Signature Disclosure:

Not Offered via Docusign

Adrian Piloto
 adrian.piloto@glo.texas.gov
 Senior Deputy Director
 Texas General Land Office
 Security Level: Email, Account Authentication
 (None)

 DS

Signature Adoption: Pre-selected Style
 Using IP Address: 99.129.100.139

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 Viewed: 7/28/2025 7:14:26 AM
 Signed: 7/28/2025 7:14:35 AM

Electronic Record and Signature Disclosure:

Not Offered via Docusign

Signer Events	Signature	Timestamp
Jennifer G. Jones jennifer.jones@glo.texas.gov Chief Clerk Security Level: Email, Account Authentication (None)	Initial  Signature Adoption: Pre-selected Style Using IP Address: 204.65.210.243	Sent: 7/28/2025 7:14:37 AM Viewed: 7/28/2025 4:50:41 PM Signed: 7/28/2025 4:50:49 PM 

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp
Lindy Vasquez-Gordineer Lindy.Vasquez-Gordineer@glo.texas.gov Security Level: Email, Account Authentication (None)	COPIED	Sent: 7/17/2025 6:35:49 AM
Electronic Record and Signature Disclosure: Not Offered via DocuSign		

Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	7/17/2025 6:35:49 AM
Certified Delivered	Security Checked	7/28/2025 4:50:41 PM
Signing Complete	Security Checked	7/28/2025 4:50:49 PM
Completed	Security Checked	7/28/2025 4:50:49 PM
Payment Events	Status	Timestamps

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File No. MF065359

Reeves County

PSA #00729

Date Filed: 8-13-25

Commissioner Dawn Buckingham, M.D.

By: CRB