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**RECEIVER'S BRIEF IN RESPONSE TO MOTION TO TERMINATE OR MODIFY ASSET
FREEZE AND RECEIVERSHIP ORDERS, MEMORANDUM IN SUPPORT, AND
NOTICE OF CORRECTION TO DECLARATION OF SUNNY SAHOTA
[Relates to ECF Nos. 129, 130, and 142]**

Deborah D. Williamson, in her capacity as the Court-appointed Receiver (the "Receiver") over the Receivership Parties (as defined in this Court's December 2, 2021 *Order Appointing Receiver* [ECF No. 17] (the "Receivership Order"),¹ files this Brief in Response (the "Brief") to *Motion to Terminate or Modify Asset Freeze and Receivership Orders* [ECF No. 129] (the "Motion"), *Memorandum in Support of Motion to Terminate or Modify Asset Freeze and Receivership Orders* [ECF No. 130] (the "Memorandum"), and the *Notice of Correction to Declaration of Sunny Sahota* [ECF No. 142] (the "Corrected Sahota Declaration")² filed on behalf of Defendant Manjit Singh (aka Roger) Sahota ("Roger") and Relief Defendants Harprit Sahota ("Harprit"), Sunny Sahota ("Sunny"), and Monroe Sahota ("Monrose") (collectively, the "Sahotas").

SUMMARY OF RECEIVER'S BRIEF

The Receiver's Brief addresses facts and evidence which have become available to her since her appointment. The Receiver does not take a position on the Sahotas' challenge to the initial asset freeze or their argument that there is a legal basis for a full or even partial release from the asset freeze. The Receiver presumes that Plaintiff, the United States Securities and Exchange Commission (the "Commission") will address the Sahotas' legal arguments on those issues. The

¹ Capitalized terms used but not otherwise defined herein shall have the meaning ascribed in the Receivership Order.

² The Corrected Sahota Declaration merely corrects that the Sahotas "received approximately \$12 million from sources other than Heartland between January 2018 and September 2021." Corrected Sahota Declaration ¶ 16, at p. 10 n.8. The Sahotas offer no evidence to support this statement. Between November 2018 and January 2019, Heartland paid almost \$5 million to Texas Oil and Gas Exploration ("TOGE") for the purchase of interests in oil and gas leases operated by Roger or a Sahota-controlled entity. TOGE almost immediately paid the Sahotas at least \$1,650,000 and perhaps significantly more.

Receiver's Brief focuses on the Sahotas' requests to release cash and/or other assets from the Receivership Estates premised upon the Sahotas' assertions that (A) the Sahota-related entities made no "profit" and that (B) "certain of the mineral leases in the Receiver's possession are likely worth many more times than the total amount of potential disgorgement in this case. . . ." Memorandum at ¶ C, p. 15. The information obtained by the Receiver demonstrates that there is no question the Sahotas in fact profited from Heartland and its investors. Further, while it is the Receiver's goal to provide a recovery to those who invested (through debt or equity) over \$100 million dollars in Heartland consisting in large part of retirement funds, there is no certainty today as to the ultimate recovery for those investors.

As an alternative to the release of assets, the Sahotas request that this Court order that over \$17,000 a month be released to them to cover "living expenses" plus \$250,000 for their legal expenses. They also seek a court order allowing them to occupy two Receivership properties without paying property insurance, taxes, or any expense other than utilities, which the Sahotas are offering to "pay" with Receivership Assets. As detailed below, the facts available to the Receiver do not support the requested relief by the Sahotas.

A. BACKGROUND

1. Attached as Exhibit 1 to the Memorandum is a Declaration of Sunny Sahota (the "Sahota Declaration") [Ex. 1 to ECF No. 130-1]. Sunny Sahota admits he and his family received millions of dollars from Heartland. *See, e.g.*, Sahota Declaration at ¶ 13–14, at pp. 5–6. The Sahotas knew that those millions were from the Heartland investors. *See, e.g.*, **App. Ex. A**, at p. 3–4. What Sunny does not disclose is that the millions the Sahotas received were based on misrepresentations, fabrications, and changed documents. As the operator, Roger and Sunny Sahota knew or, at the very minimum were on inquiry notice, that all oil and gas production (which the Sahota Declaration estimates was at only \$10,000 to \$20,000 a month) would not be sufficient

to pay the notes due to the Heartland investors. *See Janvey v. GMAG, L.L.C.*, 977 F.3d 422, 431 (5th Cir. 2020) (finding inquiry notice present at time of transfers made in Ponzi scheme). Roger knew that instead of production revenue being used to pay investors, money from new investors was being used to make payments to earlier investors. For example, Roger received a text stating “I’m expecting to receive capital tomorrow from one of our feeder funds. I’ve already earmarked the last payment for Carson 2 but the new capital will give us a cushion that we need for interest payments[.]” **App. Ex. A**, at p. 6. Roger demanded increasing amounts of money from Heartland, including demanding “my funds first”. *See App. Ex. A*, at p. 10.

B. PROFITS

2. The Memorandum asserts that “[t]he Sahotas did not draw salaries from the Sahota-related entities between 2017 to 2021.” Memorandum, at p. 8; *see also* Sahota Declaration ¶ 17, at p. 9; Corrected Sahota Declaration ¶ 17, at p. 8. Payroll records reflect checks issued to Sunny, Roger and Monroe in 2020 as “salaried” employees. Notably, these paychecks were issued by Arcooil Corp., a Receivership Party, after Sunny completed the application for the Barron Petroleum LLC (“Barron Petroleum”) Payment Protection Program loan dated April 16, 2020. *Compare App. Ex. B*, at pp. 15–16 with **App. Ex. C.**, at p. 18.

3. The Memorandum asserts that “[t]here was no profit received by any of the Sahota-related Defendants.” Memorandum, at p. 14. Even at this early stage, the Receiver has evidence of significant “profits” received by the Sahotas. One transaction alone (the “Carson Option”) reveals over \$2 million dollars in “profit” to the Sahotas. On March 4, 2020, Sunny executed an Option to Purchase Oil and Gas Lease (the “Executed Carson Option”). (**App. Ex. D**, at pp. 23–103). On the same day, Roger sent a second version to Heartland (“Roger’s Version”) identical in

all³ respects other than the initial consideration and the option price per acre (*See App. Ex. E*, at pp. 107–168). Heartland was to pay 49% of the price to exercise the Carson Option. *See, e.g., App. Ex. A*, at p. 7 (stating “When you wire me 200k make sure you wire 49% of 500k which we paid to Carson to exercise our option. Which will be 245k.” sent by Roger Sahota on March 13, 2020). The Executed Carson Option required initial consideration of only “Two Dollars per acre (\$24,382.00)”. *App. Ex. D*, at p. 23. Roger’s Version changed the \$24,382 to “Five Hundred Thousand Dollars (\$500,000)”, the amount referenced in the March 13, 2020 text. *App. Ex. E*, at p. 107. Roger’s Version also changed the option price from \$300.00 an acre to \$1,650.00 an acre in all but one place (*Compare* ¶ A(iii), A(iv), B(iii), C(ii) and C(iii) *with* ¶ B(ii)). *App. Ex. E*, at p. 107. Heartland paid the \$245,000 requested in the March 13, 2020 text from Roger but the Sahotas never paid \$500,000. Instead, on March 31, 2020, Barron Petroleum paid a total amount of \$24,382.20 as required in the Executed Carson Option. *App. Ex. F*, at p. 170. Heartland should have paid 49% of \$24,382 (\$11,947.18)—not 49% of \$500,000 (\$245,000). The Sahotas’ profit was \$232,809.

4. The profiteering continued when the Carson Option was exercised. The Executed Carson Option has an option price of \$300 per acre—not the \$1,650 sought by Roger. *Compare App. Ex. D.*, at p. 23 *with App. Ex. A*, at p. 9 (detailing by Roger Sahota a cost per acre of “1650” and Heartland’s 49% at “2425500”). According to the Appendix at page 0002 to the Sahota Declaration, the Sahotas received \$2,180,500 from Heartland on April 24, 2020—the exact amount in Roger’s demand of April 28, 2020 allegedly attributable to Heartland’s 49% interest. Sahotas *App.*, at p. 0002. On May 11, 2020, the Sahotas paid only \$897,292.80 to the lessor I.W. Carson.

³ Even the document identification in the footer is the same and both documents have a stray parenthesis of Section B. (iv) on p. 2.

See **App. Ex. F**, at p. 172. Heartland should have paid no more than 49% of the amounts paid by the Sahotas or \$439,673.23—not \$2,180,500. The Sahotas had a “profit” of almost \$2 million dollars on this transaction alone. The Receiver anticipates that there will be additional profit to the Sahotas from other leases in Val Verde and Crockett Counties, as well as equipment purchases and other payments by Heartland to a Sahota-related entity.

C. ALLEGED EVIDENCE OF VALUE OF CERTAIN OIL AND GAS LEASES

5. In the Sahota Declaration, Sunny provides a summary of information regarding “Estimated Value of the Oil and Gas Assets.” Sahota Declaration at ¶ 15, p. 7–8. He states as a fact that the “oil and gas assets that the Sahota-related entities owned and operated have significant value with a low risk factor.” *Id.* at 8. That statement is allegedly “evidenced” by five documents. *Id.* The Receiver objects to the admissibility of any of the documents attached to the Sahota Declaration under applicable Federal Rules of Evidence. Without addressing the credibility of Sunny⁴ or the admissibility, reliability, or authenticity of the information contained in the documents and/or which forms a basis for any conclusion as to any value, none of the documents support the conclusion that “certain of the mineral leases in the Receiver’s possession are likely worth many times more than the total amount of potential disgorgement in this case of \$122

⁴ The Receiver has serious concerns with the veracity of both Sunny and Roger beyond the allegations in the Complaint. By way of limited example, Sunny successfully obtained a Small Business Administration Payment Protection Program loan in the amount of \$129,979.00 on May 11, 2020, from Wells Fargo Bank in his alleged capacity as “Owner” of Barron Petroleum. He claimed it was to make payroll for 54 employees and lease/mortgage payments. See **App. Ex. C**, at p. 18. Sunny denied that he (as Owner) and Barron Petroleum (as Applicant) had “common management with any other business.” **App. Ex. C**, at p. 18. As evidenced by **Appendix G**, Sunny was one of the 3 managing members. **App. Ex. G**, at p. 183. At that time, the other two were Roger and Harprit Sahota. See **App. Ex. G**, at p. 187. There was no disclosure of other members owning more than 20% as required. **App. Ex. C**, at p. 18. In addition to a failure to disclose information, there was false information included. A review of the accounting records available to the Receiver reveals that, in April of 2020, Barron Petroleum had less than 25 employees, including independent contractors—not 54 as reported. See **App. Ex. H**, at pp. 198–201. The average monthly payroll was not close to the \$51,991.00 represented under penalty of perjury by Sunny, as the wages ranged from \$15–\$25 an hour. See **App. Ex. H**, at pp. 199, 201.

million” or that “the Sahotas have made an adequate showing that there are sufficient assets to satisfy any potential liability.” Memorandum at ¶ C, p. 15.

Specifically:

- (i) The \$62,500,000 “offer” addressed to Roger on behalf of Trevino Resources, LLC.⁵ This “offer” includes the purchase of “100% interest and 100% assets in all the oil, gas and mineral leasehold rights and all right, title and interest in all casing, pump equipment, compressors, joint accounts, wells, pipeline easements, use of, and held for use for operations . . . in Val Verde, Crockett, and Schleicher Counties, TX.” [ECF No. 130-1, at p. 23]. In other words, the offer for essentially all of the producing assets of both the Heartland and Sahota entities was approximately half of the \$122 million of the alleged “potential disgorgement” in this case. Roger rejected this supposed “offer” on behalf of the Sahota and Heartland entities. *See* ECF No. 130-1, at p. 22.
- (ii) The June 2021 Dr. Purves report relies upon 3-D seismic which has not been made available to the Receiver despite repeated requests to Sahotas’ counsel. Dr. Purves’ “Estimated Possible and Probably [sic] Reserves” includes 122 wells [ECF No. 130-1, at p. 27]. There is no estimate of the costs to drill these wells, which would be a critical component of any reserve report. *Id.* Without verifiable information as to the assumptions related to drilling, acquisition, and operating costs, it is not possible to rely Dr. Purves’ June 2021 report to determine value of any the leases described in the report.⁶
- (iii) The Economic Evaluation of Petro Grande LLC leases of Richard G. Boyce dated May 5, 2010 [ECF 130-1, at pp. 141–62]. To achieve the value projected, Mr. Boyce assumes that there will be investments of \$110,150,000 [Memorandum, at p. 143]. This sum is calculated based upon 50 Canyon wells at an estimated cost of \$887,500, 18 Strawn wells at an average cost of \$2,489,235 and 6 Ellenburger⁷ wells at an estimated cost of

⁵ A review of the Texas Railroad Commission records indicates that there is no record that Trevino Resources, LLC operates any wells in Texas.

⁶ The Sahotas also fail to disclose that Dr. Purves is very much an interested party as he at least has a carried interest 4% royalty for the Carson Ranch-Childress Soto properties and a 4% interest and a \$50 an acre land lease bonus on the West Ranch property through Highlander Energy LLC (a Purves entity). *See App. Ex. I*, at pp. 203–17. In other words, Dr. Purves is encouraging spending millions of dollars to drill over 100 wells with other people’s money. On information and belief, the fact that Dr. Purves, an alleged third party petroleum engineer, had a financial interest was also never disclosed to anyone who loaned or invested funds with any of the Heartland entities. *See, e.g., App. Ex. J*, at p. 223.

⁷ Strawn, Canyon, and Ellenburger refer to the various formations.

\$3,194,127 [ECF No. 130-1, at p. 145]. There is absolutely no evidence that anyone associated with any Receivership Party has the ability to fund the costs to drill any wells, much less to fund over \$100,000,000. Without the ability to fund the drilling of the wells which would allegedly result in the future reserves, the value of the any alleged reserve analysis is speculative. Equally questionable is the relevance of this report to the leases owned by one or more of the Receivership Parties in Crockett County. The report references “a leasehold interest in 4,807 acres in Crockett County.” *Id.* at 143. The Receiver has not been provided any evidence that any Sahota-related entity had rights in or to a 4,807 acre lease in Crockett County.

- (iv) A report dated April 26, 2021 of Dr. Michael Fraim with Mainfram Innovation Inc. related to the Wolfcamp Leases (sometimes referred to as the “Conway”) in Schleicher County [ECF No. 130-1, at pp. 164–216]. To achieve the alleged reserves of 786 MMbbl the report assumes “Capex/Oper” costs of \$8,363,601. The projected revenue is between \$8,831,621 and \$5,301,038—nothing close to the amounts potentially subject to disgorgement. Again, none of the Receivership Parties have the current ability to fund the drilling and “stimulation” allegedly necessary to achieve the projected increase production. On information and belief, the expenditure of costs recommended in this report were rejected by the principals of Heartland-related entities and the Sahotas prior to the Receiver being appointed.
- (v) A summary of reserve report dated November 1, 2020 prepared by Albert G. McDaniel with a “rough value” of the Carson and West Ranch Leases in Val Verde County of \$1.7 billion. He updated the report as of February 2, 2022 (collectively, the “McDaniel Report”). [ECF No. 130-1, at pp. 218–28.] The update was based on “estimated costs to drill and complete and operating costs” which were obtained from Roger Sahota “who informed [McDaniel] that they reflected his actual costs in drilling several wells on the property.” *Id.* at 224. In the November 1, 2020 report (which was made available to people who invested their retirement monies in Heartland), Mr. McDaniel states that “[t]his is a third-party study. I am not an employee of Barron Petroleum and have arrived at this estimate through my own research.” *Id.* To the contrary, as Mr. McDaniel disclosed in his resumé, he was employed by Arco Oil [sic] and Barron Petroleum (among others) from May of 2010 to “present”. *Id.* at 237. Mr. McDaniel also failed to disclose that he was paid at least \$30,245 from Arcooil Corp. between August 2020 and November 2021, including approximately \$4,500 for his efforts in producing the “press release” which was used to solicit tens of millions of dollars. *See App. Ex. K*, at pp. 235–40. Mr. McDaniel estimates costs of drill of \$3,000,000 per well (based on information from Roger Sahota) and anticipates the drilling of 100 wells to achieve the projected values. In other words, according to Mr. McDaniel, someone would have to be willing to spend \$300,000,000 to generate his “rough

value”. Another significant issue with the McDaniel Report relates to 3-D seismic data. Mr. McDaniel states that “Quality 3D seismic data . . . including coherency, inversion, and time to depth conversions. These seismic data are available through contractual relations of the mineral lease owners.” [ECF No. 130-1, at p. 224.] The Receiver has been unable to identify any mineral lease owner which has the right to any 3-D seismic data, much less the right to make such 3-D seismic available to any third party, including the Receiver or any potential purchaser.

D. OTHER SOURCES OF INCOME

6. In the *Dobbins* decision, the court held that defendants must show the “basis for the reasonableness of the amount of the request.” *See SEC v. Dobbins, et al.*, No. 3:04-cv-0605-H, 2004 WL 957715, at *2 (N.D. Tex. Apr. 14, 2004). The Sahotas’ have not demonstrated the reasonableness of their request or that they are unable to support themselves by other means. The Receiver has obtained information that the Sahotas own several properties, at least one of which already provides rental income, and the others may also do the same. The Sahotas have not provided any information as to what assets not subject to the asset freeze order exist or may be used to support them, nor as to their ability or attempts to obtain employment to support themselves. These assets and information available to the Receiver are described below.

7. The Sahotas admit that Dallas Resources Inc., a Receivership Party, paid \$1.5 million for at least two properties and an option on a third (collectively, the “Bahamas properties”) in the Bahamas. *See* Memorandum ¶ 16, at p. 9.⁸ Sunny fails to disclose that at least one of the properties (“Almost Paradise”) is listed for rent on VRBO.⁹ The Almost Paradise Villa on Cat

⁸ The Sahotas ask the Court to infer that the Bahamas properties (and other assets) were acquired with funds from sources other than Heartland. *Id.* On January 10, 2022, the Receiver conducted an interview with Sunny. In that interview, Sunny admitted that “[e]very time we sold them [Heartland] 49 percent in one of our properties, that’s when we bought one of these assets,” referring to the properties in the Bahamas. *See App. Ex. L*, at p. 248 (Sunny Sahota Audio Tr., dated Jan. 10, 2022, at pp. 123–24).

⁹ *See* Oceanfront Paradise on 9 Acres, VRBO, <https://www.vrbo.com/2266040> or <https://www.vrbo.com/2266040?noDates=true&unitId=2830912>.

Island in the Bahamas is apparently already booked for most of March 2022 at an average rate of \$325 a night.¹⁰ The actual rent received by the Sahotas has not been disclosed to this Court or to the Receiver. The Receiver has no information on what revenue has been received from the properties in the Bahamas since the date of her appointment. It is also unclear how much time Monroe spends in the Bahamas (or Canada or elsewhere) as opposed to allegedly living with his parents in Eldorado, Texas.

8. The Sahotas refer to “five acres of land in Twentynine Palms, California, and a house in Arlington, Washington,” both allegedly owned by Sunny. Memorandum, at p. 4. There is no disclosure regarding rental or other income which is generated from these properties. Arcooil Corp. paid the taxes on the Twentynine Palms, California property in 2016, 2017, and 2018. Certified copies of the Tax Status Reports from the San Bernardino County Auditor-Controller/Treasurer/Tax Collector for 2016, 2017, and 2018 are attached hereto at **Appendix Exhibit N**. See **App. Ex. N**, at pp. 258–60. Baron Petroleum paid \$79,900.37 on September 9, 2020, to fully satisfy the mortgage on Sunny’s Washington property. See **App. Ex. O**, at pp. 262–68. It is unclear whether other payments were made by any Receivership Party for the benefit of these properties. The Sahotas also purportedly have a house in Canada. See **App. Ex. A**, at p 11. The Receiver does not know whether a Receivership Party owns the house in Canada or its location. There is no disclosure regarding any potential income from the house in Canada.

9. According to a report issued by the Texas Independent Producers and Royalty Owners Association dated February 3, 2022, a copy of which is attached hereto at **Appendix**

¹⁰ See, e.g., Oceanfront Paradise on 9 Acres, VRBO, <https://www.vrbo.com/2266040> or <https://www.vrbo.com/2266040?noDates=true&unitId=2830912>. **App. Ex. M**, at pp. 252–55. Upon information and belief, Barron Petroleum paid for an insurance policy on March 2, 2020, to Travelers Business for Almost Paradise. See **App. Ex. M**, at p. 256.

Exhibit P, oil and gas jobs in Texas paid an annual average wage of \$132,232, higher than the 2021 average national annual industry wage of \$115,166 and 76% higher than average private sector wages.¹¹ The Sahotas assert that Roger has been an operator in oil and gas fields since 2003. Memorandum, at p. 4. Sunny worked in the oil industry since at least 2019. *Id.* There is no disclosure of any attempts by any of the Sahotas to obtain any job, much less to leverage their years of experience in the oil industry. Such jobs may not be of the stature to which the Sahotas became accustomed, but receivership funds should be used to try and provide a return to the investors—not spent for the continued benefit of the Sahotas or support their lifestyle.

10. The separate property assets of the wives of Sunny Sahota and Monroe Sahota are not subject to the asset freeze order. *See Dobbins*, 2004 WL 957715, at *3. There is no disclosure regarding what assets either of them could provide to support their families.

11. The Sahotas state that they “did not draw salaries from the Sahota-related entities between 2017 to 2021.” Sahota Declaration ¶ 17, at p. 9; Corrected Sahota Declaration ¶ 17, at p. 8. As described above and reflected in attached documentation, this is false. The Sahotas assert that their personal expenses were “paid by the companies.” Sahota Declaration ¶ 17, at p. 9; Corrected Sahota Declaration ¶ 17, at p. 8. What Sunny doesn’t disclose is the magnitude of the payments which appear to have gone well beyond mere “personal expenses.” Based on the evidence obtained and reviewed to date, the Receiver has identified just from one bank account over \$7,609,699.37 in transfers to bank accounts of the Sahotas and their entities¹² and payments

¹¹ *See* Kelli Way, 2022 *State of Energy Report*, TEX. IND. PRODUCERS & ROYALTY OWNERS ASSOC., Feb. 3, 2022, <https://www.tipro.org/newsroom/tipro-news/tipro-releases-2022-state-of-energy-report?tmpl=component&print=1&format=print>. **App. Ex. P**, at pp. 271–72.

¹² During its existence, Sunny was listed as the sole director of Texas Auto Truck Equipment Repairs, INC [sic] with the Texas Secretary of State. Transfers made to Texas Auto Truck Equipment Repairs, INC’s bank account are included in this calculation. *See App. Ex. Q*, at pp. 273–74.

to credit cards of the Sahotas. Arguably any and all property claimed by any of the Sahotas whether real, personal, foreign, or domestic, was paid for in whole or in part by a Receivership Party and is a Receivership Asset.

12. The Sahotas, while diverting millions for a personal plane, helicopter, multiple houses/ranches, purchases from Tiffany & Co., Cowboy tickets, and other luxuries, failed to pay taxes and other expenses. Some of those past-due taxes are now being paid from Receivership Assets. *See, e.g., App. Ex. R*, at pp. 279–82.

E. SPECIFIC REQUESTS BY THE SAHOTAS

1. Living Expenses

13. The Sahotas are requesting that this Court order that Receivership Assets be used to support six adults, none of whom apparently are currently employed. Roger is 67. *See Memorandum*, at p. 4. Harprit is 65. *Id.* Sunny is 39. *Id.* Sunny and his unnamed wife have two children, neither of which are infants. *Id.* Monroe is 36. *Id.* He and his unnamed wife allegedly live with Roger and Harprit in Eldorado, Texas. *Id.*¹³ Sunny joined his father in January of 2019. *Id.* On information and belief, from 2012 to 2019, Sunny worked in “land development and construction.” Sunny has stated that he has extensive experience in drilling operations, including workovers on rigs.¹⁴ The Sahotas provide no explanation as to why at least one of these

¹³ However, page 234 of ECF No. 130-1 lists Monroe as an account holder at the address of 12642 Rasberry Lane, San Angelo, Texas 76904, as of January 1, 2022, which is where Sunny and his wife live with their minor children.

¹⁴ *See App. Ex. L*, at p. 244 (Sunny Sahota Audio Tr., dated Jan. 10, 2022, at pp. 27–29).

six¹⁵ adults hasn't obtained gainful employment which would cover at least some portion of over \$17,000 in requested monthly living expenses.

14. The Sahotas also fail to disclose other information which is relevant to the requested relief. The Sahotas request funds to make four car payments, gasoline for four vehicles, and insurance on four vehicles, yet the Sahota Declaration only details three car payments for a 2020 GMC Sierra 3500, a 2022 Ford F250 Super Duty, and a 2020 GMC Yukon [*Compare Memorandum*, at p. 17 *with* ECF No. 130-1, at p. 10]. The Sahotas further fail to disclose that Receivership Parties paid thousands of dollars for these vehicles. *See App. Ex. S*, at pp. 293–96. Notably, the Sahotas fail to disclose additional vehicles they own and which apparently are debt-free.¹⁶ There is also no explanation why the Sahotas seek \$3,200 a month for gasoline bills when apparently none of the six adults work outside of their homes.

15. The appendix to the Sahota Declaration provides very little documentation to support their request for \$17,000 each month in living expenses. This Court must balance the Sahotas' interests in obtaining access to funds for living expenses against the "interest in the depletion of potentially forfeitable assets." *United States v. Thier*, 801 F.2d 1463, 1474 (5th Cir. 1987). As mentioned above, Sunny's wife and Monroe's wife are not subject to this Court's asset freeze order. There is no disclosure whether Sunny's wife or Monroe's wife have separate property that could be used for living expenses, regardless of employment status. Therefore, the Sahotas may possess assets not subject to forfeiture that could supply living expenses.

¹⁵ The Memorandum does not disclose the employment status of Monroe.

¹⁶ Upon information and belief, the Sahotas own including payments made from Receivership Assets, or have possession of the following additional vehicles: a 2011 Ford F150 – VIN 1FTFW1ET1BKE22920, a 2021 Indian Scout motorcycle – VIN 56KMTG003M3177738, a 2005 Chevrolet Silverado 3500 – VIN 1GCJC33U35F856330, a 1976 International truck – VIN D2137GGA15530, and a 2018 Cadillac Escalade ESV – VIN 1GYS4KKJ7JR215381. *See App. Ex. S*, at pp. 284–92.

See id. at 1475. Given the lack of documentation provided by the Sahotas to support the \$17,000 a month living expense request and the ability to seek gainful employment, this Court should deny the request to modify the asset freeze order to pay living expenses of the Sahotas, particularly when hundreds of retired investors may be forced to seek employment as a result of the alleged fraud and Ponzi scheme. *See Dobbins*, 2004 WL 9755715, at *3.

2. Dallas Resources Inc.’s Eldorado and San Angelo Properties

16. The Sahotas seek to compel the Receiver to retain and allow the Sahotas to occupy the ranch in Eldorado¹⁷ and the house in San Angelo “until and unless judgment is issued against Roger Sahota.” Memorandum, at p. 15. The Sahotas also seek permission to “live in the homes pending a final resolution of this matter.” *Id.* The properties are not owned by Roger but are, instead, owned by Dallas Resources. Regardless of whether any judgment is issued against Roger personally, the assets of Dallas Resources should be available to the Receiver. The Receiver had permitted the Sahotas to remain in possession of these two properties pending discussions on a more global basis related to the Bahamas properties and subject to the Sahotas paying utilities and any insurance premiums which come due. The Receiver had to pay nearly \$1,800 to renew the insurance policy for the Eldorado property in February 2022. *See App. Ex. T*, at pp. 298–302. Rather than entering into negotiations or making plans to vacate the properties owned by Dallas Resources, the Sahotas are asking this Court to order that they live for free at those properties. This Court should not permit the Sahotas to reside for free in residences not owned by them, especially when many investors have indicated to the Receiver that they are struggling to pay rent,

¹⁷ The Sahotas refer to property in Graham, Texas, where a “new home for Roger and Harprit was constructed.” Memorandum, at p. 5(e). The Graham property is separate from the Eldorado property currently occupied by Roger and Harprit.

mortgages, and associated expenses and where the Sahotas have access to at least two other properties.

3. Aircraft Maintenance and Expenses

17. In addition to hangar costs, insurance on the aircraft in the past has been tens of thousands of dollars a year. Costs of insurance repairs and maintenance vary on a monthly basis but can be thousands of dollars depending on the maintenance schedule. Those expenses will continue to increase over time as the aircraft age.

4. Legal Expenses

18. The Sahotas also request “funds to pay for their legal defense, in the amount of \$250,000.” Memorandum, at p. 17. Notably, the Sahotas provide no documentation or detail supporting their request for legal fees. Here, this Court must determine whether the Sahotas’ request for \$250,000 to pay their attorneys is in the best interests of the defrauded investors. *See Dobbins*, 2004 WL 957715, at *2 (citing *SEC v. Coates*, No. 94-cv-5361(KMW), 1994 WL 455558, at *1 (S.D.N.Y. Aug. 23, 1994)). This Court has a duty to “ensure that [Sahotas’] assets are available to make restitution to the alleged victims.” *See Dobbins*, 2004 WL 957715, at *2 (citing *FTC v. World Travel Vacation Brokers, Inc.*, 861 F.2d 1020, 1031 (7th Cir. 1988)). Moreover, the *Dobbins* court noted that “the use of frozen assets to pay attorney fees can be disallowed even in criminal cases[; thus], a civil litigant has no greater right to counsel than one who stands accused of a crime.” *Dobbins*, 2004 WL 957715, at *2 (citing *SEC v. Cherif*, 933 F.2d 403, 417 (7th Cir. 1991) (internal citations omitted)). Therefore, “[j]ust as a bank robber cannot use the loot to wage the best defense money can buy, so a swindler in securities markets cannot use the victims’ assets to hire counsel who will help him retain the gleanings of crime.” *SEC v. Quinn*, 997 F.2d 287, 289 (7th Cir. 1993); *see also Dobbins*, 2004 WL 9755715, at *2 (internal citations omitted). The *Dobbins* court denied the request of civil defendants for funds to pay legal

counsel in a securities fraud case, particularly when no documentation was provided by the movant. *Dobbins*, 2004 WL 9755715, at *2 (“Because the Court does not have the information needed to evaluate Defendants’ request, the Court DENIES without prejudice any modification . . . to allow Defendants access to currently frozen assets to pay attorney fees.”).

F. RELIEF REQUESTED BY THE RECEIVER

1. Meetings with Receiver

19. The Sahotas complain that the Commission “never asked any of the[m] to produce documents or provide testimony before this case was filed” and “never got an opportunity to tell their side of the story[.]” Memorandum, at p. 2.

20. When the Receiver requested a meeting via Zoom with Roger shortly after her appointment, the Receiver’s request was denied by counsel. Instead, Sunny was made available to discuss topics regarding operations of the Sahota-related entities. Sunny was unable to provide information regarding non-Schleicher County oil and gas assets or otherwise answer various operation and investment questions of the Receiver and/or her counsel. Sunny instead informed the Receiver that his father, Roger, would be able to answer those questions.¹⁸ The Receiver lacks various operational, investment, and entity information, including, but not limited to, asset location, detailed property descriptions, market valuation, and legal ownership of property of the Sahota-related entities. The Receiver respectfully requests that this Court require Roger to consent to an interview under oath with the Receiver and her counsel as soon as possible to understand various topics including, but not limited to, operations, investments, cash flow, use of cash

¹⁸ *See, e.g., App. Ex. L*, at pp. 246–49 (Sunny Sahota Audio Tr., dated Jan. 10, 2022, at pp. 86–87, 120, 137).

payments, transfers, assets, and liabilities of the Sahota-related entities. The Receiver also requests that each of the other Sahotas be made available for an interview under oath.

2. Bahamas Properties

21. The Sahotas should be compelled to reveal to this Court and to the Receiver which entity or entities own or have an option to purchase each of the Bahamas properties. The funds to acquire the Bahamas properties were paid by Dallas Resources and ultimately came from Heartland and its investors. The Receiver requests that this Court compel the Sahotas to immediately provide in writing to the Receiver and her counsel a detailed accounting and turnover of all rental proceeds for any of the Bahamas properties beginning on December 2, 2021 and continuing throughout the pendency of this case.

3. Vehicles

22. The Sahotas should be compelled to immediately turnover to the Receiver all vehicles owned by any Receivership Party in their custody, control, or possession, regardless of current location. Despite repeated requests by the Receiver, the Sahotas have failed to provide title, registration, current and/or last-known location, and other requested information to the Receiver and her counsel. The Receiver continues to incur unnecessary expenses relating to insurance and registration, in addition to the possibility of maintenance and/or repair costs, for vehicles owned by Receivership Parties. Given the Court-approved sale procedures for light use vehicles and the demand for used vehicles, the Receiver would sell the vehicles as soon as practicable upon turnover by the Sahotas. In the alternative, the vehicles and equipment would be sold at an auction on April 5–6, 2022.

WHEREFORE, the Receiver respectfully requests that this Court deny Sahotas' Motion; (b) grant the Receiver's relief requested herein of the Sahotas; and (c) award the Receiver such other and further relief that this Court deems just and proper.

Dated: March 8, 2022

Respectfully submitted,

By /s/ Danielle N. Rushing

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Rose.Romero@RomeroKozub.com
LAW OFFICES OF ROMERO | KOZUB
235 N.E. Loop 820, Suite 310
Hurst, Texas 76053
Telephone: (682) 267-1351

COUNSEL TO RECEIVER

CERTIFICATE OF SERVICE

I hereby certify that on March 8, 2022, the foregoing was served via this Court's CM/ECF.

/s/ Danielle N. Rushing
Danielle N. Rushing

APPENDIX TO

**RECEIVER'S BRIEF IN RESPONSE TO MOTION TO TERMINATE OR MODIFY ASSET
FREEZE AND RECEIVERSHIP ORDERS, MEMORANDUM IN SUPPORT, AND
NOTICE OF CORRECTION TO DECLARATION OF SUNNY SAHOTA**

[Relates to ECF Nos. 129, 130, and 142]

EXHIBIT A

Summary

Source Application	Native Messages
Last Activity	9/20/2021 10:35:11 AM -05:00
Start time	9/24/2019 3:07:30 PM -05:00

Participants



+12147788968
Roger Sahota*



rustin.brunson@gmail.com
Rustin Brunson* (owner)

Conversation - Instant Messages (2221)

From: +18179259257_!<Other>!\$_ (owner)
To: +12147788968 Roger Sahota
To: rustin.brunson@gmail.com Rustin Brunson (owner)

Roger, good afternoon, payment has been wired. - Rustin

Participant	Delivered	Read	Played
+12147788968 Roger Sahota			
rustin.brunson@gmail.com Rustin Brunson			

Status: Sent

9/24/2019 3:07:30 PM(UTC-5)

From: +12147788968 Roger Sahota
To: +18179259257_!<Other>!\$_ (owner)
To: rustin.brunson@gmail.com Rustin Brunson (owner)

Thanks

Participant	Delivered	Read	Played
+18179259257_!<Other>!\$_		9/24/2019 3:07:56 PM(UTC-5)	
rustin.brunson@gmail.com Rustin Brunson			

Status: Read

9/24/2019 3:07:49 PM(UTC-5)

From: +12147788968 Roger Sahota
 To: +18179259257_!<Other>!\$_ (owner)
 To: rustin.brunson@gmail.com Rustin Brunson (owner)

Email sent

Participant	Delivered	Read	Played
+18179259257_!<Other>!\$_		10/31/2019 3:35:17 PM(UTC-5)	

rustin.brunson@gmail.com
 Rustin Brunson

Status: Read

10/31/2019 3:28:01 PM(UTC-5)

From: +18179259257_!<Other>!\$_ (owner)
 To: +12147788968 Roger Sahota
 To: rustin.brunson@gmail.com Rustin Brunson (owner)

Thanks Roger, I'll review ASAP

Participant	Delivered	Read	Played
+12147788968 Roger Sahota			

rustin.brunson@gmail.com
 Rustin Brunson

Status: Sent

10/31/2019 3:35:44 PM(UTC-5)

From: +12147788968 Roger Sahota
 To: +18179259257_!<Other>!\$_ (owner)
 To: rustin.brunson@gmail.com Rustin Brunson (owner)

How much you sending tomorrow?

Participant	Delivered	Read	Played
+18179259257_!<Other>!\$_		10/31/2019 7:22:44 PM(UTC-5)	

rustin.brunson@gmail.com
 Rustin Brunson

Status: Read

10/31/2019 7:22:09 PM(UTC-5)

From: +18179259257_!<Other>!\$_ (owner)
 To: +12147788968 Roger Sahota
 To: rustin.brunson@gmail.com Rustin Brunson (owner)

I need to look at production. No less than average

Participant	Delivered	Read	Played
+12147788968 Roger Sahota			

rustin.brunson@gmail.com
 Rustin Brunson

Status: Sent

10/31/2019 7:23:02 PM(UTC-5)

From: +18179259257_!<Other>!\$_ (owner)
 To: +12147788968 Roger Sahota
 To: rustin.brunson@gmail.com Rustin Brunson (owner)

***investment production

Participant	Delivered	Read	Played
+12147788968 Roger Sahota rustin.brunson@gmail.com Rustin Brunson			

Status: Sent

10/31/2019 7:23:26 PM(UTC-5)

From: +12147788968 Roger Sahota
 To: +18179259257_!<Other>!\$_ (owner)
 To: rustin.brunson@gmail.com Rustin Brunson (owner)

I will call u in the morning to tell u how we will share production

Participant	Delivered	Read	Played
+18179259257_!<Other>!\$_ rustin.brunson@gmail.com Rustin Brunson		10/31/2019 7:25:29 PM(UTC-5)	

Status: Read

10/31/2019 7:24:58 PM(UTC-5)

From: +18179259257_!<Other>!\$_ (owner)
 To: +12147788968 Roger Sahota
 To: rustin.brunson@gmail.com Rustin Brunson (owner)

Sounds good. I'm looking forward to the discussion.

Participant	Delivered	Read	Played
+12147788968 Roger Sahota rustin.brunson@gmail.com Rustin Brunson			

Status: Sent

10/31/2019 7:26:24 PM(UTC-5)

From: +12147788968 Roger Sahota
 To: +18179259257_!<Other>!\$_ (owner)
 To: rustin.brunson@gmail.com Rustin Brunson (owner)

Yes sir

Participant	Delivered	Read	Played
+18179259257_!<Other>!\$_ rustin.brunson@gmail.com Rustin Brunson		10/31/2019 7:27:05 PM(UTC-5)	

Status: Read

10/31/2019 7:26:49 PM(UTC-5)

Please text me when the wire is sent. Also, let me know where to allocate the funds

Participant	Delivered	Read	Played
rustin.brunson@gmail.com Rustin Brunson		11/1/2019 2:10:05 PM(UTC-5)	

Status: Read

11/1/2019 2:09:41 PM(UTC-5)

From: rustin.brunson@gmail.com Rustin Brunson (owner)
To: +12147788968 Roger Sahota

Will do. Leaving my office in fw now and heading to the heartland office.

Participant	Delivered	Read	Played
+12147788968 Roger Sahota			

Status: Sent

11/1/2019 2:10:24 PM(UTC-5)

From: rustin.brunson@gmail.com Rustin Brunson (owner)
To: +12147788968 Roger Sahota

I was able to wire \$250k. I would like to pay off the new wolfcamp drill and apply the balance to Conway. I'll send a confirmation email as well. Thanks

Participant	Delivered	Read	Played
+12147788968 Roger Sahota			

Status: Sent

11/1/2019 4:33:55 PM(UTC-5)

From: +12147788968 Roger Sahota
To: rustin.brunson@gmail.com Rustin Brunson (owner)

Ok

Participant	Delivered	Read	Played
rustin.brunson@gmail.com Rustin Brunson		11/1/2019 4:38:31 PM(UTC-5)	

Status: Read

11/1/2019 4:38:21 PM(UTC-5)

From: +12147788968 Roger Sahota
 To: +18179259257_!<Other>!\$_ (owner)
 To: rustin.brunson@gmail.com Rustin Brunson (owner)

We are logging the second well tomorrow

Participant	Delivered	Read	Played
+18179259257_!<Other>!\$_		12/17/2019 5:30:17 PM(UTC-6)	

rustin.brunson@gmail.com
 Rustin Brunson

Status: Read

12/17/2019 5:30:17 PM(UTC-6)

From: +18179259257_!<Other>!\$_ (owner)
 To: +12147788968 Roger Sahota
 To: rustin.brunson@gmail.com Rustin Brunson (owner)

Im expecting to receive capital tomorrow from one of our feeder funds. I've already earmarked the last payment for Carson 2, but the new capital will give us a cushion that we need for interest payments.

Participant	Delivered	Read	Played
+12147788968 Roger Sahota			

rustin.brunson@gmail.com Rustin Brunson

Status: Sent

12/17/2019 5:32:36 PM(UTC-6)

From: +12147788968 Roger Sahota
 To: +18179259257_!<Other>!\$_ (owner)
 To: rustin.brunson@gmail.com Rustin Brunson (owner)

Np

Participant	Delivered	Read	Played
+18179259257_!<Other>!\$_		12/17/2019 5:33:10 PM(UTC-6)	

rustin.brunson@gmail.com
 Rustin Brunson

Status: Read

12/17/2019 5:33:10 PM(UTC-6)

From: rustin.brunson@gmail.com Rustin Brunson (owner)
 To: +12147788968 Roger Sahota

1030?

Participant	Delivered	Read	Played
+12147788968 Roger Sahota			

Status: Sent

3/12/2020 7:28:14 PM(UTC-5)

From: +12147788968 Roger Sahota
 To: rustin.brunson@gmail.com Rustin Brunson (owner)

Sure

Participant	Delivered	Read	Played
rustin.brunson@gmail.com Rustin Brunson		3/12/2020 8:28:45 PM(UTC-5)	

Status: Read

3/12/2020 8:25:22 PM(UTC-5)

From: rustin.brunson@gmail.com Rustin Brunson (owner)
 To: +12147788968 Roger Sahota

Ok

Participant	Delivered	Read	Played
+12147788968 Roger Sahota			

Status: Sent

3/12/2020 8:28:53 PM(UTC-5)

From: +12147788968 Roger Sahota
 To: rustin.brunson@gmail.com Rustin Brunson (owner)

When you wire me 200k make sure you wire 49% of 500k which we paid to carson to exercise our option. Which will be 245k

Participant	Delivered	Read	Played
rustin.brunson@gmail.com Rustin Brunson		3/13/2020 1:18:36 PM(UTC-5)	

Status: Read

3/13/2020 1:17:23 PM(UTC-5)

From: rustin.brunson@gmail.com Rustin Brunson (owner)
 To: +12147788968 Roger Sahota

Okay got it

Participant	Delivered	Read	Played
+12147788968 Roger Sahota			

Status: Sent

4/23/2020 10:35:40 AM(UTC-5)

From: +12147788968 Roger Sahota
 To: rustin.brunson@gmail.com Rustin Brunson (owner)

Need funds to get 3k acres closed. Today is 27th. Please let me know.

Participant	Delivered	Read	Played
rustin.brunson@gmail.com Rustin Brunson		4/27/2020 9:55:52 AM(UTC-5)	

Status: Read

4/27/2020 9:31:02 AM(UTC-5)

From: rustin.brunson@gmail.com Rustin Brunson (owner)
 To: +12147788968 Roger Sahota

I'll get it sent over

Participant	Delivered	Read	Played
+12147788968 Roger Sahota			

Status: Sent

4/27/2020 9:56:02 AM(UTC-5)

From: +12147788968 Roger Sahota
 To: rustin.brunson@gmail.com Rustin Brunson (owner)

Ok

Participant	Delivered	Read	Played
rustin.brunson@gmail.com Rustin Brunson		4/27/2020 10:07:33 AM(UTC-5)	

Status: Read

4/27/2020 9:57:18 AM(UTC-5)

From: rustin.brunson@gmail.com Rustin Brunson (owner)
 To: +12147788968 Roger Sahota

Finishing up a conference call

Participant	Delivered	Read	Played
+12147788968 Roger Sahota			

Status: Sent

4/27/2020 2:46:05 PM(UTC-5)

From: +12147788968 Roger Sahota
 To: rustin.brunson@gmail.com Rustin Brunson (owner)

Ok

Participant	Delivered	Read	Played
rustin.brunson@gmail.com Rustin Brunson		4/27/2020 4:51:45 PM(UTC-5)	

Status: Read

4/27/2020 2:47:10 PM(UTC-5)

From: +12147788968 Roger Sahota
 To: rustin.brunson@gmail.com Rustin Brunson (owner)

Heartland closing balance.
 3000 acres closing
 $3000 \times 1650 = 4950000$
 $49\% = 2425500$
 Minus deposit = 245000
 Balance = 2180500

Participant	Delivered	Read	Played
rustin.brunson@gmail.com Rustin Brunson		4/28/2020 7:45:14 AM(UTC-5)	

Status: Read

4/28/2020 7:28:04 AM(UTC-5)

From: rustin.brunson@gmail.com Rustin Brunson (owner)
 To: +12147788968 Roger Sahota

Ok thanks for confirming

Participant	Delivered	Read	Played
+12147788968 Roger Sahota			

Status: Sent

4/28/2020 7:45:43 AM(UTC-5)

From: +12147788968 Roger Sahota
 To: rustin.brunson@gmail.com Rustin Brunson (owner)

We drilled wells in November and December last year

Participant	Delivered	Read	Played
rustin.brunson@gmail.com Rustin Brunson		7/20/2020 1:47:27 PM(UTC-5)	

Status: Read

7/20/2020 1:47:23 PM(UTC-5)

From: rustin.brunson@gmail.com Rustin Brunson (owner)
 To: +12147788968 Roger Sahota

That's absolutely correct, with other acquisitions starting over a year ago. None of it has produced roi

Participant	Delivered	Read	Played
+12147788968 Roger Sahota			

Status: Sent

7/20/2020 1:48:35 PM(UTC-5)

From: rustin.brunson@gmail.com Rustin Brunson (owner)
 To: +12147788968 Roger Sahota

I will do my best to get this money I. Asap (as we do everyday). Please do your best to let us know what kind of funds we can expect this week from production along with production going forward

Participant	Delivered	Read	Played
+12147788968 Roger Sahota			

Status: Sent

7/20/2020 1:50:14 PM(UTC-5)

From: +12147788968 Roger Sahota
 To: rustin.brunson@gmail.com Rustin Brunson (owner)

My funds first

Participant	Delivered	Read	Played
rustin.brunson@gmail.com Rustin Brunson		7/20/2020 1:50:48 PM(UTC-5)	

Status: Read

7/20/2020 1:50:48 PM(UTC-5)

From: rustin.brunson@gmail.com Rustin Brunson (owner)
 To: +12147788968 Roger Sahota

I have the first appt at the bank tomorrow. 9:30

Participant	Delivered	Read	Played
+12147788968 Roger Sahota			

Status: Sent

12/21/2020 6:12:27 PM(UTC-6)

From: +12147788968 Roger Sahota
 To: rustin.brunson@gmail.com Rustin Brunson (owner)

You are the man

Participant	Delivered	Read	Played
rustin.brunson@gmail.com Rustin Brunson		12/21/2020 6:12:49 PM(UTC-6)	

Status: Read

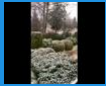
12/21/2020 6:12:48 PM(UTC-6)

From: +12147788968 Roger Sahota
 To: rustin.brunson@gmail.com Rustin Brunson (owner)

Video from Sahota
 It's snowing here :)

Our house in Canada

Attachments:



Title: VID-20201221-WA0000_223953386895495.mp4
 Size: 616613
 File name: ~\Library\SMS\Attachments\Of\15\93EE938D-7766-451F-882A-DA7A475B0ED4\VID-20201221-WA0000_223953386895495.mp4
[~\Library\SMS\Attachments\Of\15\93EE938D-7766-451F-882A-DA7A475B0ED4\VID-20201221-WA0000_223953386895495.mp4](#)

To

Participant	Delivered	Read	Played
rustin.brunson@gmail.com Rustin Brunson		12/21/2020 7:23:32 PM(UTC-6)	

Status: Read

12/21/2020 6:51:56 PM(UTC-6)

EXHIBIT B

ARCOOIL CORP
Employee Wage Report
Emp# thru ZZZZZZZZZZ

Checks Dated 01/01/2020 thru 12/31/2020

Emp#	Ck Date	Check#	Taxable Wages	FWT/EIC	FICA Tax	Med Tax	Other	Net Amt
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]

Emp#	Ck Date	Check#	Taxable Wages	FWT/EIC	FICA Tax	Med Tax	Other	Net Amt
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
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[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]

ARCOOIL CORP
 Employee Wage Report

Emp#	Ck Date	Check#	Taxable Wages	FWT/EIC	FICA Tax	Med Tax	Other	Net Amt
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
MONSAH	04/30/2020	81076	2,000.00	329.00	124.00	29.00		1,518.00
MONSAH	05/28/2020	81202	2,000.00	329.00	124.00	29.00		1,518.00
SAHOTA, MONROSE		2	4,000.00	658.00	248.00	58.00		3,036.00
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
ROGSAH	04/30/2020	81077	2,000.00	191.00	124.00	29.00		1,656.00
ROGSAH	05/28/2020	81203	2,000.00	191.00	124.00	29.00		1,656.00
SAHOTA, ROGER		2	4,000.00	382.00	248.00	58.00		3,312.00
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]

EXHIBIT C



**Paycheck Protection Program
Borrower Application Form**

OMB Control No.: 3245-0407
Expiration Date: 09/30/2020

Check One: <input type="checkbox"/> Sole proprietor <input type="checkbox"/> Partnership <input type="checkbox"/> C-Corp <input type="checkbox"/> S-Corp <input checked="" type="checkbox"/> LLC <input type="checkbox"/> Independent contractor <input type="checkbox"/> Eligible self-employed individual <input type="checkbox"/> 501(c)(3) nonprofit <input type="checkbox"/> 501(c)(19) veterans organization <input type="checkbox"/> Tribal business (sec. 31(b)(2)(C) of Small Business Act) <input type="checkbox"/> Other		DBA or Tradename if Applicable	
Business Legal Name Barron Petroleum LLC			
Business Address 471 STATE HIGHWAY 67 GRAHAM TX 76450		Business TIN (EIN, SSN) 82-4763198	Business Phone () (425)287-9277
		Primary Contact SUNNY S SAHOTA	Email Address ALPHASAHOTA@GMAIL.
Average Monthly Payroll: \$ 51991	x 2.5 + EIDL, Net of	\$ 129979	Number of Employees: 54
Purpose of the loan (select more than one): <input checked="" type="checkbox"/> Payroll <input type="checkbox"/> Lease / Mortgage Interest <input checked="" type="checkbox"/> Utilities <input type="checkbox"/> Other (explain):			

Applicant Ownership

List all owners of 20% or more of the equity of the Applicant. Attach a separate sheet if necessary.

Owner Name	Title	Ownership %	TIN (EIN, SSN)	Address
SUNNY S SAHOTA	Owner	100	610-78-0822	471 STATE HIGHWAY 67

If questions (1) or (2) below are answered "Yes," the loan will not be approved.

Question	Yes	No
1. Is the Applicant or any owner of the Applicant presently suspended, debarred, proposed for debarment, declared ineligible, voluntarily excluded from participation in this transaction by any Federal department or agency, or presently involved in any bankruptcy?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
2. Has the Applicant, any owner of the Applicant, or any business owned or controlled by any of them, ever obtained a direct or guaranteed loan from SBA or any other Federal agency that is currently delinquent or has defaulted in the last 7 years and caused a loss to the government?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
3. Is the Applicant or any owner of the Applicant an owner of any other business, or have common management with, any other business? If yes, list all such businesses and describe the relationship on a separate sheet identified as addendum A.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
4. Has the Applicant received an SBA Economic Injury Disaster Loan between January 31, 2020 and April 3, 2020? If yes, provide details on a separate sheet identified as addendum B.	<input type="checkbox"/>	<input checked="" type="checkbox"/>

If questions (5) or (6) are answered "Yes," the loan will not be approved.

Question	Yes	No
5. Is the Applicant (if an individual) or any individual owning 20% or more of the equity of the Applicant subject to an indictment, criminal information, arraignment, or other means by which formal criminal charges are brought in any jurisdiction, or presently incarcerated, or on probation or parole? Initial here to confirm your response to question 5 → <u>SSS</u>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
6. Within the last 5 years, for any felony, has the Applicant (if an individual) or any owner of the Applicant 1) been convicted; 2) pleaded guilty; 3) pleaded nolo contendere; 4) been placed on pretrial diversion; or 5) been placed on any form of parole or probation (including probation before judgment)? Initial here to confirm your response to question 6 → <u>SSS</u>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
7. Is the United States the principal place of residence for all employees of the Applicant included in the Applicant's payroll calculation above?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
8. Is the Applicant a franchise that is listed in the SBA's Franchise Directory?	<input type="checkbox"/>	<input checked="" type="checkbox"/>



Paycheck Protection Program Borrower Application Form

By Signing Below, You Make the Following Representations, Authorizations, and Certifications

CERTIFICATIONS AND AUTHORIZATIONS

I certify that:

- I have read the statements included in this form, including the Statements Required by Law and Executive Orders, and I understand them.
- The Applicant is eligible to receive a loan under the rules in effect at the time this application is submitted that have been issued by the Small Business Administration (SBA) implementing the Paycheck Protection Program under Division A, Title I of the Coronavirus Aid, Relief, and Economic Security Act (CARES Act) (the Paycheck Protection Program Rule).
- The Applicant (1) is an independent contractor, eligible self-employed individual, or sole proprietor or (2) employs no more than the greater of 500 or employees or, if applicable, the size standard in number of employees established by the SBA in 13 C.F.R. 121.201 for the Applicant's industry.
- I will comply, whenever applicable, with the civil rights and other limitations in this form.
- All SBA loan proceeds will be used only for business-related purposes as specified in the loan application and consistent with the Paycheck Protection Program Rule.
- To the extent feasible, I will purchase only American-made equipment and products.
- The Applicant is not engaged in any activity that is illegal under federal, state or local law.
- Any loan received by the Applicant under Section 7(b)(2) of the Small Business Act between January 31, 2020 and April 3, 2020 was for a purpose other than paying payroll costs and other allowable uses loans under the Paycheck Protection Program Rule.

For Applicants who are individuals: I authorize the SBA to request criminal record information about me from criminal justice agencies for the purpose of determining my eligibility for programs authorized by the Small Business Act, as amended.

CERTIFICATIONS

The authorized representative of the Applicant must certify in good faith to all of the below by **initialing** next to each one:

- SSS** The Applicant was in operation on February 15, 2020 and had employees for whom it paid salaries and payroll taxes or paid independent contractors, as reported on Form(s) 1099-MISC.
- SSS** Current economic uncertainty makes this loan request necessary to support the ongoing operations of the Applicant.
- SSS** The funds will be used to retain workers and maintain payroll or make mortgage interest payments, lease payments, and utility payments, as specified under the Paycheck Protection Program Rule; I understand that if the funds are knowingly used for unauthorized purposes, the federal government may hold me legally liable, such as for charges of fraud.
- SSS** The Applicant will provide to the Lender documentation verifying the number of full-time equivalent employees on the Applicant's payroll as well as the dollar amounts of payroll costs, covered mortgage interest payments, covered rent payments, and covered utilities for the eight-week period following this loan.
- SSS** I understand that loan forgiveness will be provided for the sum of documented payroll costs, covered mortgage interest payments, covered rent payments, and covered utilities, and not more than 25% of the forgiven amount may be for non-payroll costs.
- SSS** During the period beginning on February 15, 2020 and ending on December 31, 2020, the Applicant has not and will not receive another loan under the Paycheck Protection Program.
- SSS** I further certify that the information provided in this application and the information provided in all supporting documents and forms is true and accurate in all material respects. I understand that knowingly making a false statement to obtain a guaranteed loan from SBA is punishable under the law, including under 18 USC 1001 and 3571 by imprisonment of not more than five years and/or a fine of up to \$250,000; under 15 USC 645 by imprisonment of not more than two years and/or a fine of not more than \$5,000; and, if submitted to a federally insured institution, under 18 USC 1014 by imprisonment of not more than thirty years and/or a fine of not more than \$1,000,000.
- SSS** I acknowledge that the lender will confirm the eligible loan amount using required documents submitted. I understand, acknowledge and agree that the Lender can share any tax information that I have provided with SBA's authorized representatives, including authorized representatives of the SBA Office of Inspector General, for the purpose of compliance with SBA Loan Program Requirements and all SBA reviews.

SUNNY S SAHOTA

04/16/2020 | 2:01:34 PM CDT

Signature of Authorized Representative of Applicant

Date

SUNNY S SAHOTA

Owner

Print Name

Title



**Paycheck Protection Program
Borrower Application Form**

Purpose of this form:

This form is to be completed by the authorized representative of the Applicant and *submitted to your SBA Participating Lender*. Submission of the requested information is required to make a determination regarding eligibility for financial assistance. Failure to submit the information would affect that determination.

Instructions for completing this form:

With respect to "purpose of the loan," payroll costs consist of compensation to employees (whose principal place of residence is the United States) in the form of salary, wages, commissions, or similar compensation; cash tips or the equivalent (based on employer records of past tips or, in the absence of such records, a reasonable, good-faith employer estimate of such tips); payment for vacation, parental, family, medical, or sick leave; allowance for separation or dismissal; payment for the provision of employee benefits consisting of group health care coverage, including insurance premiums, and retirement; payment of state and local taxes assessed on compensation of employees; and for an independent contractor or sole proprietor, wage, commissions, income, or net earnings from self-employment or similar compensation.

For purposes of calculating "Average Monthly Payroll," most Applicants will use the average monthly payroll for 2019, excluding costs over \$100,000 on an annualized basis for each employee. For seasonal businesses, the Applicant may elect to instead use average monthly payroll for the time period between February 15, 2019 and June 30, 2019, excluding costs over \$100,000 on an annualized basis for each employee. For new businesses, average monthly payroll may be calculated using the time period from January 1, 2020 to February 29, 2020, excluding costs over \$100,000 on an annualized basis for each employee.

If Applicant is refinancing an Economic Injury Disaster Loan (EIDL): Add the outstanding amount of an EIDL made between January 31, 2020 and April 3, 2020, less the amount of any "advance" under an EIDL COVID-19 loan, to Loan Request as indicated on the form.

All parties listed below are considered owners of the Applicant as defined in 13 CFR § 120.10, as well as "principals":

- For a sole proprietorship, the sole proprietor;
- For a partnership, all general partners, and all limited partners owning 20% or more of the equity of the firm;
- For a corporation, all owners of 20% or more of the corporation;
- For limited liability companies, all members owning 20% or more of the company; and
- Any Trustor (if the Applicant is owned by a trust).

Paperwork Reduction Act – You are not required to respond to this collection of information unless it displays a currently valid OMB Control Number. The estimated time for completing this application, including gathering data needed, is 8 minutes. Comments about this time or the information requested should be sent to: Small Business Administration, Director, Records Management Division, 409 3rd St., SW, Washington DC 20416., and/or SBA Desk Officer, Office of Management and Budget, New Executive Office Building, Washington DC 20503.

Privacy Act (5 U.S.C. 552a) – Under the provisions of the Privacy Act, you are not required to provide your social security number. Failure to provide your social security number may not affect any right, benefit or privilege to which you are entitled. (But see Debt Collection Notice regarding taxpayer identification number below.) Disclosures of name and other personal identifiers are required to provide SBA with sufficient information to make a character determination. When evaluating character, SBA considers the person's integrity, candor, and disposition toward criminal actions. Additionally, SBA is specifically authorized to verify your criminal history, or lack thereof, pursuant to section 7(a)(1)(B), 15 USC Section 636(a)(1)(B) of the Small Business Act (the Act).

Disclosure of Information – Requests for information about another party may be denied unless SBA has the written permission of the individual to release the information to the requestor or unless the information is subject to disclosure under the Freedom of Information Act. The Privacy Act authorizes SBA to make certain "routine uses" of information protected by that Act. One such routine use is the disclosure of information maintained in SBA's system of records when this information indicates a violation or potential violation of law, whether civil, criminal, or administrative in nature. Specifically, SBA may refer the information to the appropriate agency, whether Federal, State, local or foreign, charged with responsibility for, or otherwise involved in investigation, prosecution, enforcement or prevention of such violations. Another routine use is disclosure to other Federal agencies conducting background checks but only to the extent the information is relevant to the requesting agencies' function. See, 74 F.R. 14890 (2009), and as amended from time to time for additional background and other routine uses. In addition, the CARES Act, requires SBA to register every loan made under the Paycheck Protection Act using the Taxpayer Identification Number (TIN) assigned to the borrower.

Debt Collection Act of 1982, Deficit Reduction Act of 1984 (31 U.S.C. 3701 et seq. and other titles) – SBA must obtain your taxpayer identification number when you apply for a loan. If you receive a loan, and do not make payments as they come due, SBA may: (1) report the status of your loan(s) to credit bureaus, (2) hire a collection agency to collect your loan, (3) offset your income tax refund or other amounts due to you from the Federal Government, (4) suspend or debar you or your company from doing business with the Federal Government, (5) refer your loan to the Department of Justice, or (6) foreclose on collateral or take other action permitted in the loan instruments.

Right to Financial Privacy Act of 1978 (12 U.S.C. 3401) – The Right to Financial Privacy Act of 1978, grants SBA access rights to financial records held by financial institutions that are or have been doing business with you or your business including any financial



Paycheck Protection Program Borrower Application Form

institutions participating in a loan or loan guaranty. SBA is only required provide a certificate of its compliance with the Act to a financial institution in connection with its first request for access to your financial records. SBA's access rights continue for the term of any approved loan guaranty agreement. SBA is also authorized to transfer to another Government authority any financial records concerning an approved loan or loan guarantee, as necessary to process, service or foreclose on a loan guaranty or collect on a defaulted loan guaranty.

Freedom of Information Act (5 U.S.C. 552) – Subject to certain exceptions, SBA must supply information reflected in agency files and records to a person requesting it. Information about approved loans that will be automatically released includes, among other things, statistics on our loan programs (individual borrowers are not identified in the statistics) and other information such as the names of the borrowers (and their officers, directors, stockholders or partners), the collateral pledged to secure the loan, the amount of the loan, its purpose in general terms and the maturity. Proprietary data on a borrower would not routinely be made available to third parties. All requests under this Act are to be addressed to the nearest SBA office and be identified as a Freedom of Information request.

Occupational Safety and Health Act (15 U.S.C. 651 et seq.) – The Occupational Safety and Health Administration (OSHA) can require businesses to modify facilities and procedures to protect employees. Businesses that do not comply may be fined, forced to cease operations, or prevented from starting operations. Signing this form is certification that the applicant, to the best of its knowledge, is in compliance with the applicable OSHA requirements, and will remain in compliance during the life of the loan.

Civil Rights (13 C.F.R. 112, 113, 117) – All businesses receiving SBA financial assistance must agree not to discriminate in any business practice, including employment practices and services to the public on the basis of categories cited in 13 C.F.R., Parts 112, 113, and 117 of SBA Regulations. All borrowers must display the "Equal Employment Opportunity Poster" prescribed by SBA.

Equal Credit Opportunity Act (15 U.S.C. 1691) – Creditors are prohibited from discriminating against credit applicants on the basis of race, color, religion, national origin, sex, marital status or age (provided the applicant has the capacity to enter into a binding contract); because all or part of the applicant's income derives from any public assistance program; or because the applicant has in good faith exercised any right under the Consumer Credit Protection Act.

Debarment and Suspension Executive Order 12549; (2 CFR Part 180 and Part 2700) – By submitting this loan application, you certify that neither the Applicant or any owner of the Applicant have within the past three years been: (a) debarred, suspended, declared ineligible or voluntarily excluded from participation in a transaction by any Federal Agency; (b) formally proposed for debarment, with a final determination still pending; (c) indicted, convicted, or had a civil judgment rendered against you for any of the offenses listed in the regulations or (d) delinquent on any amounts owed to the U.S. Government or its instrumentalities as of the date of execution of this certification.

COPY

EXHIBIT D

OPTION TO PURCHASE OIL AND GAS LEASE

THIS OPTION TO PURCHASE OIL AND GAS LEASE dated effective as of February 28, 2020, by and between between **I.W. Carson, LLC.**, whose address is 6725 Hwy. 380, Snyder, Texas 79549, herein called "Optionor", and **Barron Petroleum LLC**, whose address is 471 Hwy. 67, Graham, Texas 76450, herein called "Optionee".

Optionor desires to give and grant to Optionee an exclusive option to purchase an oil and gas lease or leases covering Optionor's oil and gas interest in all or any part of the lands described on Exhibit A attached hereto and made a part hereof for all purposes (hereinafter called the "Option Acreage").

For good and valuable consideration, the receipt and sufficiency of which is acknowledged, and for the mutual benefits to be derived herefrom, Optionor and Optionee hereby agree as follows:

I.

LEASE OPTION

For the consideration of Two Dollars per acre (\$24,382.20), Optionor hereby grants to Optionee the option rights in the Option Acreage set forth below:

A. First Option Period: For a period expiring at midnight on April 14, 2020 (the "First Option Period"), Option grants to Optionee an exclusive option to purchase from Optionor a lease covering Optionor's interest in oil, gas and associated hydrocarbons in the Option Acreage upon the following terms and conditions:

(i) The lease may cover all or any portion of the Option Acreage; provided, however, that if Optionee elects to exercise the option rights herein granted, then Optionee is obligated to acquire a lease covering a minimum of 3,000 gross surface acres.

(ii) The lease documents shall consist of the Oil and Gas Lease, Supplemental Agreement and Memorandum of Oil and Gas Lease and Supplemental Agreement (the "Initial Lease Documents") on the forms attached hereto as Exhibits B-1, B-2 and B-3;

(iii) As consideration for the execution and delivery of the Initial Lease Documents, Optionee shall pay to Optionor a cash bonus of Three Hundred Dollars (\$300.00) per net mineral acre for all acreage selected for lease by Optionee;

(iv) On or before the expiration of the First Option Period, Optionee shall notify Optionor in writing specifying the portion of the Option Acreage on which Optionee desires to purchase a lease in accordance with the terms and provisions hereof, and shall provide along with such notice (i) two (2) copies of the Lease Documents, dated as of the date of the written notice exercising the option rights herein granted and executed and acknowledged by Optionee and (ii) its check, payable to Optionor, in an amount equal to Three Hundred Dollars (\$300.00) per net mineral acre for all acreage selected for lease by Optionee. No later than ten (10) days after receipt by Optionor of the notice and check

described above, Optionor will execute and deliver to Optionee one (1) original of each of the Initial Lease Documents.

(v) If the option to lease is exercised by Optionee in compliance with the foregoing provisions, Optionee shall record the memorandum of lease and provide Optionor with a recorded copy thereof.

(vi) If, at the expiration of the First Option Period, Optionee has not exercised the lease option in accordance with the foregoing provision, or if after providing written notice of the exercise of the option, fails to timely pay the lease bonus, the option to lease shall in all respects terminate and be of no further force or effect. Optionee agrees to promptly and properly execute, acknowledge and record a full release of this Option if Optionee elects not to exercise its option rights.

B. Second Option Period: If Optionee timely exercises and timely and fully funds the initial option in compliance with the foregoing terms, then Optionee shall have a continuing exclusive option, for a period expiring at midnight on May 29, 2020 (the "Second Option Period"), to purchase from Optionor a lease covering Optionor's interest in oil, gas and associated hydrocarbons in all or any portion of the Option Acreage not previously included in the Initial Lease Documents; provided, however, that if Optionee elects to exercise the second option rights herein granted, then Optionee is obligated to acquire a lease covering a minimum of 3,000 gross surface acres

(i) The lease document for the Second Option Period shall consist of the First Amendment of Oil and Gas Lease Documents (the "Second Option Period Lease Document") on the form attached hereto as Exhibit C, which amends the lands covered by the Initial Lease Documents to include the additional acreage selected for lease by Optionee;

(ii) As consideration for the execution and delivery of the Second Option Period Lease Document, Optionee shall pay to Optionor a cash bonus of Three Hundred Dollars (\$300.00) per net mineral acre for all acreage selected for lease by Optionee;

(iii) On or before the expiration of the Second Option Period, Optionee shall notify Optionor in writing specifying the portion of the Option Acreage on which Optionee desires to purchase a lease in accordance with the terms and provisions hereof, and shall provide along with such notice (i) two (2) copies of the Second Option Period Lease Document, dated as of the date of the written notice exercising the option rights herein granted and executed and acknowledged by Optionee and (ii) its check, payable to Optionor, in an amount equal to Three Hundred Dollars (\$300.00) per net mineral acre for all acreage selected for lease by Optionee. No later than ten (10) days after receipt by Optionor of the notice and check described above, Optionor will execute and deliver to Optionee one (1) original of the Second Option Period Lease Document.

(iv)) If the option to lease is exercised by Optionee in compliance with the foregoing provisions of this Section B, Optionee shall record the Second Option Period Lease Document and provide Optionor with a recorded copy thereof.

(v) If, at the expiration of the Second Option Period, Optionee has not exercised the lease option in accordance with the foregoing provisions of this Section B, or if after providing written notice of the exercise of the option, fails to timely pay the lease bonus, the option to lease during the Second Option Period shall in all respects terminate and be of no further force or effect. In such event, Optionee agrees to promptly and properly execute, acknowledge and record a full release of this Option as to all remaining lands covered thereby.

C. Final Option Period: If Optionee timely exercises and timely and fully funds the initial and second options in compliance with the foregoing terms, then Optionee shall have a continuing exclusive option, for a period expiring at midnight on February 28, 2021 (the "Final Option Period"), to purchase from Optionor a lease covering Optionor's interest in oil, gas and associated hydrocarbons in all, but not less than all of the Option Acreage not previously included in the Initial Lease Documents and Second Option Period Lease Document;

(i) The lease document for the Final Option Period shall consist of the Second Amendment of Oil and Gas Lease Documents (the "Final Option Period Lease Document") on the form attached hereto as Exhibit D, which amends the lands covered by the Initial Lease Documents and Second Option Period Lease Document to include the additional acreage selected for lease by Optionee;

(ii) As consideration for the execution and delivery of the Final Option Period Lease Document, Optionee shall pay to Optionor a cash bonus of Three Hundred Dollars (\$300.00) per net mineral acre for all acreage selected for lease by Optionee;

(iii) On or before the expiration of the Final Option Period, Optionee shall notify Optionor in writing specifying the portion of the Option Acreage on which Optionee desires to purchase a lease in accordance with the terms and provisions hereof, and shall provide along with such notice (i) two (2) copies of the Final Option Period Lease Document, dated as of the date of the written notice exercising the option rights herein granted and executed and acknowledged by Optionee and (ii) its check, payable to Optionor, in an amount equal to Three Hundred Dollars (\$300.00) per net mineral acre for all acreage selected for lease by Optionee. No later than ten (10) days after receipt by Optionor of the notice and check described above, Optionor will execute and deliver to Optionee one (1) original of the Final Option Period Lease Document.

(iv) If the option to lease is exercised by Optionee in compliance with the foregoing provisions of this Section C, Optionee shall record the Final Option Period Lease Document and provide Optionor with a recorded copy thereof.

(v) If, at the expiration of the Final Option Period, Optionee has not exercised the lease option in accordance with the foregoing provisions of this Section C, or if after providing written notice of the exercise of the option, fails to timely pay the lease bonus, the option to lease during the Final Option Period shall in all respects terminate and be of no further force or effect. In such event, Optionee agrees to promptly and properly execute,

acknowledge and record a full release of this Option as to all remaining lands covered thereby.

III.

LIMITATION ON ASSIGNMENT

The option rights granted herein to Optionee are personal and may not be assigned in whole or in part without the prior written consent of Optionor.

IV.

NO WARRANTY

This Option is granted without representations or warranties of any kind with respect to the Option Acreage; nor does Optionor represent that the Option Acreage is available for lease. Optionee hereby acknowledges its obligation to satisfy itself with respect to Optionor's interest and the availability of the Option Acreage for purposes of the option rights herein granted. Optionor intends by execution hereof to commit to this Option only such lands and depths constituting the Option Acreage as are currently available for lease as reflected by the records of Val Verde County, Texas. Optionee agrees to provide Optionor with a complete copy of any and all title opinions obtained by Optionee on the Option Acreage.

V.

NOTICES

All notices or requests for approval and responses thereto required or permitted by this Option shall be in writing and shall be effective if given by letter or other writing and either mailed, transmitted by electronic mail, by commercial courier service or hand delivered to the other person(s) entitled thereto at his/her/its designated address. All mailed notices shall be considered as received not later than seven days after the date of delivery to the United States Postal Service, unless a party has sent a notice by certified mail, in which case the notice shall be considered to have been delivered on the date shown on the return receipt. Notices sent by electronic mail shall be considered as delivered on the day of transmission, if a receipt is requested and demonstrates delivery, or two days after the date of electronic mail if no receipt is received (but only if no notice has been received by the transmitting party of an erroneous transmission). Notice sent by commercial courier service shall be considered delivered two days after the party delivers it to a commercial courier service for delivery. The parties specifically intend that notices pursuant to this agreement may be given by facsimile or by the exchange of documents in electronic format in accordance with the Uniform Electronic Transfer Act (Tex. Bus. & Com. Code § 43.001 et seq.).

If such notice or request is to Optionor, then to:

I. W. Carson, LLC
6725 Highway 380
Snyder, Texas 79549
Telephone: (806) 470-6537
Email: bb.baldrige@gmail.com
catfishsubs@gmail.com;
awclaburn@gmail.com

with a simultaneous copy to:

David W. Childress
2111 Briarstead Drive
Houston, TX 77057
Telephone: (713) 898-8107
E-Mail: dchildress609@gmail.com

If such notice or request is to Optionee then to:

Barron Petroleum LLC
471 Hwy. 67
Graham, Texas 76450
Telephone: (940) 549-4444
Email: _____

Optionor and Optionee may change the address for receipt of notice by giving the other party notice in writing of the change of address.

VI.

MISCELLANEOUS

1. The terms, covenants and conditions of this Option shall be binding upon and shall inure to the benefit of Optionor and Optionee, and their respective successors, assigns and legal representatives.

2. This Option and the exhibits attached hereto constitute the entire agreement between the parties, supersede all prior agreements, understandings, negotiations and discussions, whether oral or written, of Optionor and Optionee. No supplement, amendment, alteration, modification, waiver or termination of this Option shall be binding unless executed in writing by both Optionor and Optionee. No waiver of any of the provisions of this Option shall be deemed or shall constitute a waiver of any other provisions hereof (whether or not similar) nor shall such waiver constitute a continuing waiver unless otherwise expressly provided for herein.

3. This Option may be executed in multiple counterparts and each executed counterpart shall be deemed an original and signature pages may be compiled to form one original and shall have the same effect as if one original had been executed by Optionor and Optionee.

4. In lieu of recording this Option, Optionor and Optionee agree to execute and Optionee agrees to record a memorandum on the form attached as Exhibit E.

OPTIONOR:

I.W. CARSON, LLC

By: 
Clay Childress- Co-Manager

By: 
Allen Claburn- Co-Manager

By: _____
Buddy Baldrige- Co-Manager

OPTIONEE

BARRON PETROLEUM LLC

By: _____
Sunny Sahota, Managing Member

3. This Option may be executed in multiple counterparts and each executed counterpart shall be deemed an original and signature pages may be compiled to form one original and shall have the same effect as if one original had been executed by Optionor and Optionee.

4. In lieu of recording this Option, Optionor and Optionee agree to execute and Optionee agrees to record a memorandum on the form attached as Exhibit E.

OPTIONOR:

I.W. CARSON, LLC

By: _____
Clay Childress- Co-Manager

By: _____
Allen Claburn- Co-Manager

By:  _____
Buddy Baldrige- Co-Manager

OPTIONEE

BARRON PETROLEUM LLC

By: _____
Sunny Sahota, Managing Member

3. This Option may be executed in multiple counterparts and each executed counterpart shall be deemed an original and signature pages may be compiled to form one original and shall have the same effect as if one original had been executed by Optionor and Optionee.

4. In lieu of recording this Option, Optionor and Optionee agree to execute and Optionee agrees to record a memorandum on the form attached as Exhibit E.

OPTIONOR:

I.W. CARSON, LLC

By: _____
Clay Childress- Co-Manager

By: _____
Allen Claburn- Co-Manager

By: _____
Buddy Baldrige- Co-Manager

OPTIONEE

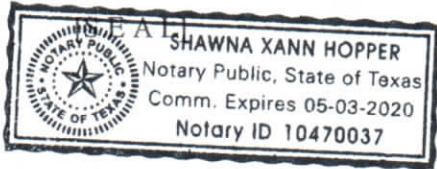
BARRON PETROLEUM LLC

By:  _____
Sunny Sahota, Managing Member

ACKNOWLEDGMENTS

STATE OF TEXAS §
COUNTY OF Crockett §
§

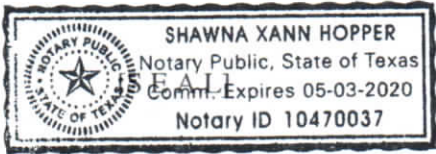
This instrument was acknowledged before me this 3rd day of March, 2020, by Clay Childress as Co-Manager of I. W. Carson, LLC., a Texas limited liability corporation, on behalf of said company.



Shawna Xann Hopper
Notary Public in and for the State of Texas

STATE OF TEXAS §
COUNTY OF Crockett §
§

This instrument was acknowledged before me this 3rd day of March, 2020, by Allen Claburn as Co-Manager of I. W. Carson, LLC., a Texas limited liability corporation, on behalf of said company.



Shawna Xann Hopper
Notary Public in and for the State of Texas

STATE OF TEXAS §
COUNTY OF _____ §
§

This instrument was acknowledged before me this _____ day of _____, 2020, by Buddy Baldrige as Co-Manager of I. W. Carson, LLC., a Texas limited liability corporation, on behalf of said company.

[SEAL]

Notary Public in and for the State of Texas

ACKNOWLEDGMENTS

STATE OF TEXAS §
COUNTY OF _____ §

This instrument was acknowledged before me this _____ day of _____, 2020, by Clay Childress as Co-Manager of I. W. Carson, LLC., a Texas limited liability corporation, on behalf of said company.

[S E A L]

Notary Public in and for the State of Texas

STATE OF TEXAS §
COUNTY OF _____ §

This instrument was acknowledged before me this _____ day of _____, 2020, by Allen Claburn as Co-Manager of I. W. Carson, LLC., a Texas limited liability corporation, on behalf of said company.

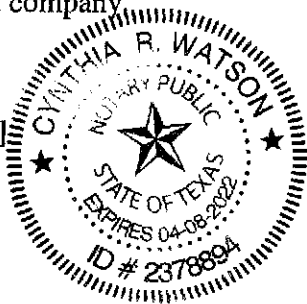
[S E A L]

Notary Public in and for the State of Texas

STATE OF TEXAS §
COUNTY OF Kent §

This instrument was acknowledged before me this 4th day of March, 2020, by Buddy Baldrige as Co-Manager of I. W. Carson, LLC., a Texas limited liability corporation, on behalf of said company.

[S E A L]



Cynthia R. Watson
Notary Public in and for the State of Texas

STATE OF TEXAS

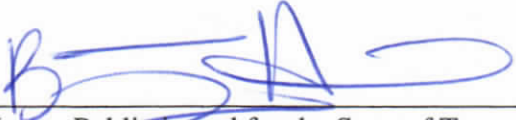
§
§
§

COUNTY OF Tom Green

This instrument was acknowledged before me this 4th day of March, 2020, by Sunny Sahota, as Managing Member of Barron Petroleum LLC., a Texas limited liability company, on behalf of said company.

[S E A L]





Notary Public in and for the State of Texas

EXHIBIT A

to Option to Purchase Oil and Gas Lease dated February 28, 2020, between I.W. Carson, LLC. as Lessor, and Barron Petroleum LLC as Lessee

OPTION ACREAGE

Acres	Abstract	Certificate	Survey	Grantee	Block
681.50	1922	1748	W pt. 3	H. Lawson	S-10
1098.80	2014	294	W pt. 10	M. Ashworth	S-10
477.70	2301	270	W pt. 14	M. A. Allen	S-10
1,334.80	2303	1623	4	M. M. Norman	S-10
1,334.80	2300	1037	9	S. Bailey	S-10
1,334.80	2302	941	16	E. C. Hamilton	S-10
556.85	1480	1977	10	E. J. Hullum	C-15
416.85	1484	2029	11 1/2	M. J. Main	C-15
640.00	2049	2004	10	CC&SF RR Co	G
640.00	1509	2005	11	CC&SF RR Co	G
640.00	2387	2006	14	CC&SF RR Co	G
640.00	1519	2015	31	CC&SF RR Co	G
640.00	2051	2014	30	CC&SF RR Co	G
640.00	1510	2014	29	CC&SF RR Co	G
1,115.00	1409	1649	9	B. P. Simmons	C-15
12,191.10*	Total				

*being all of the lands covered by and described in that certain Partition and Conveyance Deed dated September 26, 2008, recorded as Document No. 00246633, in Volume 1128, Page 709-726, Official Public Records of Val Verde County, Texas, save and except that certain 1,140 acres, more or less, described in Oil and Lease dated the 31st day of December, 2018, a memorandum of which is recorded as Document Number 00311551, Official Public Records of Val Verde County, Texas, as amended by Amendment of Oil and Gas Lease dated March 14, 2019, recorded as Document Number 00312441, Official Public Records of Val Verde County, Texas.

EXHIBIT B-1

to Option to Purchase Oil and Gas Lease dated February 28, 2020, between I.W. Carson, LLC. as Lessor, and Barron Petroleum LLC as Lessee

OIL AND GAS LEASE

[SEE ATTACHED]

OIL AND GAS LEASE

THIS AGREEMENT is made this ____ day of _____, 202_, between **I. W. CARSON, LLC**, a Texas limited liability company, herein called Lessor, and **BARRON PETROLEUM LLC**, a Texas limited liability company, whose address is 471 Hwy 67, Graham, Texas 76450, herein called Lessee.

1. Subject to the hereinafter set out terms, covenants and conditions, Lessor, in consideration of Ten Dollars (\$10.00) in hand paid, receipt and sufficiency of which is hereby acknowledged, and of the royalties herein provided and other agreements of Lessee herein contained, hereby grants, leases and lets exclusively unto Lessee for the purpose of investigating, exploring, prospecting, drilling and operating for the producing of oil, gas and associated hydrocarbons, injecting gas, waters, other fluids and air into subsurface strata, laying pipelines, storing, building tanks, power stations, telephone lines, and other structures and things therein to produce, save, take care of, treat, process, store and transport said substances, including the right of ingress and egress, the following described land in Val Verde County, Texas, sometimes referred to hereinafter as the "Leased Premises":

See attached Exhibit "A".

2. Subject to the other provisions herein contained, this lease shall remain in force for a term of three (3) years, as same may be extended pursuant to Paragraph 14 (a) below (said lease, as same may be extended being called "primary term"), and as long thereafter as oil or gas, either or both, is produced from said land.

3. When production of oil and/or gas is secured, Lessee agrees to pay or cause to be paid to Lessor during the term hereof:

(a) Oil Royalty: As used herein, the term "oil" shall mean and refer to any hydrocarbons produced from the Leased Premises, regardless of gravity, capable of being produced in liquid form at the well by ordinary production methods including without limitation condensate, distillate and other liquid hydrocarbons recovered from oil or gas run through a separator or other equipment at the lease. As royalty on any and all oil produced from the Leased Premises pursuant to this lease, Lessee shall pay to Lessor twenty-five percent (25.0 %) of the gross oil production or the value thereof. The value of oil production shall be based on the highest posted price, plus premium, if any, offered or paid for oil, condensate, distillate, or other liquid hydrocarbons, respectively, of similar gravity and type in the general area, or the prevailing market price thereof in the general area, or the proceeds of the sale thereof, whichever is greater. Unless otherwise approved by Lessor, Lessee shall assure that gas produced from the Leased Premises that contains liquid hydrocarbons recoverable in commercial quantities is run through an adequate oil and gas separator of conventional type or other equipment at least as efficient to the end that all liquid hydrocarbons recoverable from the gas by such means will be recovered before the gas is sold, used, or processed in a plant, and royalty is paid thereon.

(b) Gas Royalty: As used herein, the term "gas" shall mean and refer to all natural gas produced from the Leased Premises (including casinghead gas) and all of its constituent

elements, including but not limited to sulfur contained in the gas, and natural gasoline, condensate, distillate, butanes, propanes, and other hydrocarbons condensed, absorbed, or separated out of or from the gas after it leaves the lease, including without limitation casinghead gas and flared or vented gas. Royalty shall be payable under this Paragraph 3(b) on all hydrocarbons produced from the Leased Premises other than oil. As royalty on any and all gas produced from the Leased Premises pursuant to this lease, Lessee shall pay to Lessor:

1. Twenty-five percent (25.0 %) of the gross production of gas not processed in a plant for the extraction of gasoline, liquid hydrocarbons or other products or the value thereof. The value of such gas production shall be determined on the basis of the greater of (a) the market value of the gas; or (b) the total value accruing to the producer from the sale or use of the production, including proceeds and any other thing of value received by Lessee or the operator; and

2. Twenty-five percent (25.0 %) of the gross production of gas processed in a plant for the extraction of gasoline, liquid hydrocarbons or other products or the value thereof, such value to be determined on the basis of (a) the highest value reasonably available to Lessee (valued as provided in Paragraph 3(f) below) if Lessee sells and delivers the gas at a point before the inlet to the processing plant to an unaffiliated third party processor; (b) if Lessee owns the processing plant in which the gas is processed or trades the gas for gas that is processed in a plant owned by Lessee, then the value of the gas shall be the value, determined as in Paragraph 3(b)(1) above of 100% of the residue gas and 100% of the liquids attributable to the gas produced from the Leased Premises; or (c) if Lessee sells the gas at or beyond the tailgate of the plant, but Lessee does not own the processing plant in which the gas is processed and does not trade the gas for gas that is processed in a plant owned by Lessee, then the value of the gas shall be the highest value, determined as in Paragraph 3(b)(1) above, of the fraction of residue gas and liquids attributable to the gas produced from the Leased Premises to which Lessee is entitled. For purposes of this lease, Lessee shall be deemed to own the processing plant if Lessee or Lessee's affiliate owns a five percent or greater interest in the plant. An "affiliate" includes, but is not limited to, the parent company or a subsidiary of Lessee, a corporation or other entity having common ownership with Lessee, a partner or joint venturer of Lessee with respect to the ownership or operation of the processing plant, a corporation or other entity in which Lessee owns a ten percent or greater interest, or any individual, corporation or other entity that owns a ten percent or greater interest in Lessee.

(c) Keep Whole: If oil or gas production from the Leased Premises is processed in a plant for the extraction of gasoline, liquid hydrocarbons or other products, the value of the gross production shall for purposes of determining royalty due never be less than if such gas had not been processed.

(d) Recycled Gas: Subject to the consent in writing of the Lessor, Lessee may inject gas into any oil or gas producing formation in the Leased Premises after the liquid hydrocarbons contained in the gas have been removed, and no royalties shall be payable on the gas so injected until such time as the same may thereafter be produced and sold or used.

(e) **Conservation:** Lessee shall use all reasonable means to prevent the underground or above ground waste of oil or gas and to avoid the physical waste, flaring or venting of gas produced from the Leased Premises.

(f) **No Deductions:** Lessee shall pay or cause to be paid royalties due under this lease without deduction for the cost of producing, gathering, storing, separating, treating, dehydrating, compressing, transporting, and otherwise making the oil, gas and other products hereunder ready for sale or use. For purposes of determining the royalty due, the gross production shall be valued at the point of sale and delivery from Lessee to an unaffiliated third party. In determining the value for royalty purposes of the oil, gas, and other products produced, no cost of producing, gathering, storing, separating, treating, dehydrating, compressing, transporting, and otherwise making the oil, gas and other products hereunder ready for sale or use shall be taken into account, whether borne by Lessee or by third-party purchasers. All such costs shall be the responsibility of the Lessee. Lessee shall exercise due diligence and use all reasonable efforts in marketing any and all production from the Leased Premises to obtain the best price reasonably available for the oil and gas.

4. **Royalty In Kind:** Notwithstanding anything contained herein to the contrary, Lessor may, at his option, at any time or from time to time, upon not less than ninety (90) days written notice to the holder of the lease, require that payment of the royalties accruing to such royalty owner under this lease be made in kind for a period(s) of not less than six (6) months, without deduction for costs incurred by Lessee for producing, gathering, storing, separating, compressing, transporting, treating and otherwise making the oil, gas and other products produced hereunder ready for sale or use. Lessor's written notice of election to take in kind shall designate the point at which Lessor, in Lessor's sole judgment, elects to take its royalty share of production in kind. Such delivery point shall be located at any mutually agreeable point from the wellhead and up to and including the point at which title or risk of loss to the hydrocarbons passes from Lessee to a non-affiliated purchaser. Notwithstanding the foregoing, Lessee shall pay all costs and expenses related to delivery of royalties in kind.

5. **Information:** The books, accounts and all other records, including a summary of Lessee's marketing arrangement (and, where requested by Lessor, copies of all pertinent contractual provisions of production contracts relating to the price received by Lessee) pertaining to production, transportation, sale and marketing shall be subject to inspection and examination in Lessee's offices by Lessor's designated representative. Lessor agrees to execute and to cause its designated representative to execute a mutually acceptable form of confidentiality agreement as a condition precedent to the delivery of any such information by Lessee. Each royalty payment shall be accompanied by a check stub, schedule, summary or other remittance advice showing the amount of royalty being paid and setting forth thereon all information listed and required under Texas Natural Resources Code § 91.502. Such information shall be provided monthly in an "industry standard" digital format.

6. **Shut-in Gas Royalty:** At any time, after the expiration of the primary term of this lease, if there is a gas well or wells on the above described land (and the term "gas wells" shall include wells capable of producing natural gas, condensate, distillate or any gaseous substance, which are classified as gas wells by any governmental authority having jurisdiction thereof) and

all such wells are shut-in before production or for ninety (90) consecutive days after production commences therefrom, and this lease is not otherwise being maintained in force and effect in accordance with some other provision hereof, then Lessee, or any assignee hereunder, agrees to pay or tender by delivering or mailing to the royalty owners entitled thereto annual shut-in gas royalty equal to the sum of Twenty Five and no/100 Dollars (\$25.00) per acre for each such net mineral acre then subject to this lease at the time such payment is made, and if such payment is made, it shall be considered that gas is being produced from the Leased Premises in paying quantities for one (1) year from the date such payment or tender is made, and in like manner subsequent annual royalty payments may be made or tendered and it will be considered under all provisions of this lease that gas is being produced from the Leased Premises in paying quantities during any annual period for which such royalty is paid or tendered. The first payment of shut-in gas royalty under any shut-in gas well shall be made by delivery or mail on or before ninety (90) days from the date all such wells are shut-in and subsequent payments may be made in a like manner; if ever, on or before the anniversary date all such wells are shut in. Such payments will not extend this lease for any single period in excess of more than two (2) consecutive years. However, Lessee shall be entitled to invoke the shut-in royalty provisions from time to time for periods not to exceed 2 years, provided that Lessee shall have actually marketed gas in paying quantities from the Leased Premises in good faith after the end of each prior period for which it has paid shut-in gas royalty payments under this lease.

7. **Drilling Operations:** If, after the expiration of the primary term, and prior to discovery of oil or gas on said land, Lessee should drill and abandon a dry hole or holes thereon, or if, after the expiration of the primary term, and after discovery of oil or gas, the production therefrom should cease from any cause, this lease shall not terminate if Lessee commences reworking or additional drilling operations or re-establishes production in paying quantities within ninety (90) days thereafter. If, at the expiration of the primary term, oil or gas is not then being produced on said land but Lessee is then engaged in actual drilling operations or the reworking of any well on said land, this lease shall remain in force in accordance with its terms so long as drilling or reworking operations are prosecuted with no cessation of more than ninety (90) consecutive days and if they result in production, so long thereafter as oil or gas is produced from said land. After a well capable of producing oil or gas has been completed on the Leased Premises, Lessee shall exercise the diligence of a reasonably prudent operator in drilling such additional well or wells as may be reasonably necessary to fully develop the Leased Premises and in marketing the production therefrom. Neither bonus, delay rentals, royalties, nor other fees paid or to be paid hereunder shall relieve Lessee from the obligation to fully develop the Leased Premises as the facts may justify and to the depth or depths necessary for effective protection against drainage by other wells on adjacent lands or leases.

8. **Location of Operations:** When requested by Lessor Lessee shall bury all pipelines. No wells shall be drilled at a location nearer than 2,500 feet from the ranch headquarters improvements without Lessor's written consent. No well shall be located within 1500 feet of any water well, water tank, water trough or livestock pens without written consent of Lessor. Lessee shall pay for damages caused by its operations to improvements, livestock, forage, surface or subsurface potable water and growing crops on said land. Lessee shall not have the right to use any water from the Leased Premises without Lessor's written consent.

9. **Assignment:** The rights of either party hereunder may be assigned in whole or in part and the provisions hereof shall extend to the heirs, executors, administrators, successors and assigns; provided, however, Lessee shall not make any assignment of this lease or any interests therein without the prior written consent of Lessor, which consent shall not be unreasonably withheld. Any change or division in ownership of the land or royalties, however, accomplished, shall not operate to enlarge the obligations or diminish the rights of Lessee. No such change or division in ownership of the land or royalty shall be binding upon Lessee for any purpose until ninety (90) days after such person acquiring any interest has furnished Lessee with the instrument or instruments, or certified copies thereof constituting his chain of title from the original Lessor. No assignment shall relieve Lessee of any obligations theretofore accrued under this lease, or impair any lien provided for by law.

10. **Warranty of Title:** This lease is given without warranty of title, either express or implied, and without recourse of any kind against Lessor. Lessee, at its option, may discharge any tax, mortgage or other lien upon said land, and in the event Lessee does so, it shall be subrogated to such lien with the right to enforce same and apply royalty accruing hereunder toward satisfying same. If Lessor owns an interest in said land less than the entire fee simple estate, then the royalties including shut-in gas royalties and overriding royalty to be paid Lessor shall be reduced proportionately.

11. **Release of Lease:** Lessee, its successors and assigns, shall have the right at any time to surrender this lease, in whole or in part, to Lessor by delivering or mailing a release hereof to Lessor, or by placing a release thereof of record in the county in which said land is situated; thereupon Lessee shall be relieved from all subsequent obligations, express or implied, of this agreement as to the acreage so surrendered. Notwithstanding a partial termination of this lease under the above provisions, it is agreed that Lessee shall have and retain such easements of ingress and egress over those lands originally covered hereby as shall be necessary to enable Lessee to develop and operate the portion or portions of this lease then in effect for the production of oil or gas therefrom; and, it is further agreed that it shall not be necessary for Lessee to remove or relocate any pipelines, compressor stations, tank batteries or other surface equipment or installations from any portions of this lease which have terminated for so long as same continue to be used for the development of and operations on such portions of this lease as are continued in force and effect. Lessee shall, within sixty (60) days after the expiration of this lease or parts hereof, file of record in the office of the County Clerk of Val Verde County, Texas, an instrument releasing this lease insofar as said lease has terminated, specifically describing by metes and bounds or other proper legal description the production unit for each producing well and the depth which may be retained by Lessee thereunder. In the event Lessee fails to timely record any release or partial release as provided for herein, Lessor agrees to give Lessee written notice by certified mail, return receipt requested, which notice shall be clearly labeled as "Demand for Release." In the event Lessee fails to timely furnish Lessor with a release or partial release of this lease, Lessor will be unable to lease or sell such acreage to any potential lessee or buyer until such release is provided. As of the date of this lease, it is difficult to ascertain the exact amount of damages, which Lessor would sustain due to lost prospects, lost bonuses, lost royalties and revenues if Lessee fails to timely file a proper release or partial release required under this lease. It is agreed between Lessor and Lessee that what follows is intended as a reasonable forecast of just compensation to Lessor for any failure or delay of Lessee in recording a release or partial release. In the event Lessee fails to timely

record any release or partial release required under this lease (it being agreed that Lessee shall have thirty (30) days from receipt of the Demand for Release to do so), then, in the absence of any good faith dispute regarding the need for such release, in addition to any other remedies provided for in this lease, Lessor may elect among the following remedies: (1) Lessee shall pay Lessor \$100.00 per day for each day of delay until such release is delivered to Lessor; or (2) Lessor may elect to file for record a release or partial release of leasehold rights which have terminated, which election shall be binding on Lessee, its successors and assigns. If Lessor is required to retain legal counsel to enforce this provision, then Lessee agrees and promises to pay Lessor's reasonable attorneys' fees and costs incurred in connection therewith.

12. **Force Majeure:** Should Lessee be prevented, through no fault of Lessee, 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, and acts of God, or any valid order, rule or regulation of government authority which restricts Lessee's rights 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.

13. Notwithstanding anything in this lease to the contrary:

(a) In addition to any other well or wells commenced on or before the expiration of the primary term (as herein extended), Lessee shall spud in a new well within one twenty (120) days after the expiration of the primary term unless on or before the expiration of the primary term, productive wells have been drilled on the Leased Premises to the maximum density permitted by the rules, regulations or orders of the Railroad Commission. Such well shall be drilled to completion in good faith and in a good and workmanlike manner with no cessation of more than sixty (60) consecutive days during such drilling operation. Upon the completion of such well, either as a dry hole or a producing well, Lessee will thereafter diligently conduct continuous drilling operations on the Leased Premises with no cessation of more than one twenty (120) days between the completion of one well, either as a dry hole or a producing well, and the commencement of drilling operations of the next well. Each such well shall also be drilled to completion or abandonment in good faith and in a good and workmanlike manner with no cessation of more than sixty (60) consecutive days without interruptions totaling more than ninety (90) days during each such drilling operation. This drilling obligation shall continue until wells have been drilled on the Leased Premises to the maximum density permitted by the rules, regulations or orders of the Railroad Commission. If a Railroad Commission rule or order allows the drilling of optional wells in any field underlying the Leased Premises, Lessee shall drill such optional wells in compliance with this provision. For purposes of this provision, the term "drilling operations" shall be deemed to be commenced when there shall have been erected on the Leased Premises at the location for such well equipment capable of drilling to the total depth permitted, and when such well shall be "spudded-in" and rotating. The term "completion," as used herein shall mean thirty (30) days after the date that the drilling rig is released from the well being drilled by Lessee.

(b) "Productive Acreage" as used in this Paragraph 13 shall mean and refer to as used herein with respect to a vertical well (whether classified as an oil or gas well) is intended to be the minimum number of acres which may be allocated to a well under regulations of the

Railroad Commission of Texas (or other governmental body having jurisdiction over production tracts) for maximum production of oil or gas under special field rules applicable to the area involved herein, but in no event more than 40 acres for an oil well and 160 acres for a gas well; provided, however, if no such special field rules have been adopted by the said Commission, then each such production unit shall be of the minimum size prescribed or permitted by state-wide spacing rules of the Texas Railroad Commission or other governmental body then having jurisdiction. The term "Productive Acreage" as used herein with respect to a horizontal well (whether classified as an oil or gas well), is intended to be the number of acres designated as a spacing pattern for the field under applicable special field rules for horizontal wells established by the Railroad Commission of Texas or other governmental authority having jurisdiction; provided, however, if no such horizontal special field rules have been adopted by the said Commission, then each such production unit shall be the minimum size prescribed or permitted by state-wide horizontal field rules but in no event shall any such Productive Acreage with respect to a horizontal well exceed 320 acres. "Unproductive Depths" as used in this Paragraph 13 shall mean, as to a vertical well, all depths below the stratigraphic equivalent of the deepest perforated interval in each well, and as to a horizontal well shall mean all depths below the base of the deepest producing formation in each well. After such partial termination, the lease on each separate production unit shall, for the purpose of determining its maintenance in force by production or operations, be treated as if it were a separate lease from the lease or leases covering the production unit for each of the other wells, so that thereafter, this lease shall as to each such production unit, remain in force only so long as oil and/or gas is produced from such production unit or the lease is otherwise maintained in force under some other provision of this lease.

(c) If any well is not timely spudded in or is not drilled as required in Paragraph 13(a), then, notwithstanding any provision in this lease to the contrary, this lease will terminate as to all acreage in the Leased Premises except Productive Acreage and as to all Unproductive Depths underlying Productive Acreage. The effective date of such termination shall always be the date that Lessee failed to spud in a well as required under Paragraph 13(a). If on such effective date Lessee is diligently drilling or completing a well on the Leased Premises or is diligently working to establish the Productive Acreage for any completed well on the Leased Premises, then the Productive Acreage ultimately established for these types of wells shall also remain included in this lease under this Paragraph 13(c); provided, however, that the effective date of the lease termination in these situations shall still be the date that Lessee failed to spud in a well as required under Paragraph 13(a).

14. **Surface Easement:** Upon the termination of this lease pursuant to Paragraph 13 as to a part but not all of the Leased Premises, Lessee shall have a continuing non-exclusive easement across the surface of the Leased Premises for access to that portion of the Leased Premises with respect to which this lease is not terminated, and, Lessor shall have, and expressly reserves, an easement over, across and through the retained Leased Premises, including all of the retained depths and formations, to enable exploration for, and production and development of, oil, gas and/or minerals from any depths and lands which are not thereafter subject to this lease. Lessor, its agent or assignee, shall not have the right to use any well bores drilled by Lessee or any equipment installed by Lessee in connection with any such drilling or production operations on any wells located on acreage still subject to this lease without the written consent of Lessee. The easement reserved herein by Lessor shall be fully assignable by Lessor to any party, including any

oil, gas and mineral Lessee of depths or lands no longer subject to this lease, and in the event Lessor assigns such easement to any third party, Lessee shall look only to such third party, and not to Lessor, for any claims, costs, expenses or damages occasioned by such third party's use of the easement herein reserved, specifically including, but not limited to, any claims that such third party's activities interfered with or damaged Lessee's well(s), reserves, equipment, operations, or other rights hereunder.

15. **Protection from Drainage:** Lessee shall adequately protect the oil and gas under Leased Premises from drainage from adjacent lands or leases, including Lessor's lands leased at a lesser royalty. If oil or gas should be produced in paying quantities from a well located within 660 feet of the Leased Premises, Lessee shall, within ninety (90) days after first production from the offset well, begin in good faith and pursue diligently operations leading to the drilling of an offset well and such offset well shall be drilled to such depth as may be necessary to prevent drainage of the Leased Premises, and Lessee shall use all means necessary in a good faith effort to make such offset well produce oil or gas in paying quantities. In lieu of drilling an offset well, Lessee shall have the option of either (i) releasing this lease as to a tract of land the size and configuration of which shall be determined by using the formulas set out in Paragraph 13(b) or (ii) paying to Lessor, as royalty (beginning ninety [90] days after first production of the draining well is reported to the Railroad Commission), a sum equal to the payments which would be payable under this lease on the production from such offset well had same been produced from the Leased Premises and, as long as Lessee may elect to pay such compensatory royalty in lieu of drilling an offset well, this lease shall be continued in force and effect in the same manner and to the same extent as if such offset well had been drilled on the Leased Premises. Payment of the bonus, royalties paid or to be paid, shut-in royalty, or other amounts due hereunder shall not relieve Lessee from its obligations under this Paragraph. Payment of the bonus, royalties paid or to be paid, shut-in royalty, or other amounts due hereunder shall not relieve Lessee from its obligations under this Paragraph 15.

16. If this lease is forfeited or terminated for any reason, Lessee shall not remove the casing or any part of the equipment from any producing, dry, or abandoned well or wells without the written consent of Lessor; nor shall Lessee, without the written consent of Lessor, remove from the Leased Premises the casing or any other equipment, material, machinery, appliances or property owned by Lessee and used by Lessee in the development and production of oil or gas therefrom, until all dry or abandoned wells have been plugged to the satisfaction of the Railroad Commission of Texas and until all slush or refuse pits have been properly filled and all broken or discarded lumber, machinery, or debris shall have been removed from the Leased Premises to the satisfaction of Lessor.

17. **Operations:**

(a) **Well Location:** Prior to commencement of any surface preparation in connection with a drill site or the construction of a road to a drill site, Lessee shall obtain any necessary easements, pay amounts required under the current University of Texas Lands Rate and Damage Schedule, and give notice to Lessor and the surface occupant.

(b) **Hydraulic Fracturing:** Prior to commencement of any surface preparation in connection with a hydraulic fracturing, to include frac pits, pipelines, etc., Lessee shall obtain

any necessary easements, pay amounts required under the current University of Texas Lands Rate and Damage Schedule, and give notice to Lessor and the surface occupant.

(c) Railroad Commission Forms: Copies of all forms and other information filed with the Railroad Commission of Texas pertaining to operations under this lease shall be filed simultaneously by Lessee with Lessor. Lessee shall submit copies to Lessor of correspondence and other information received by Lessee from the Railroad Commission of Texas or from third parties within ten (10) days after receipt by Lessee, the operator, or other contractor or agent of Lessee.

(d) Logs: Lessee shall have an electric or radioactivity survey made of the bore-hole section, from the surface of the ground to the total depth of the well, of all wells drilled on the Leased Premises and shall provide a copy of each and every log of each required survey, along with copies of logs of all other bore-hole surveys completed with respect to the well, to Lessor within fifteen (15) days after the making of the survey.

18. Use of the Surface:

(a) Right to Use Surface: Except as otherwise expressly provided in this lease, Lessee shall have the right to use only so much of the surface of the Leased Premises as reasonably necessary for the full exercise and enjoyment of the oil and gas rights and interests granted by this lease. Lessee may lay and maintain gathering lines, erect and maintain telephone and utility lines, and other appliances and equipment necessary for the operation of oil and gas wells on the Leased Premises. Lessee shall have the right of ingress and egress and right of way to any point of operations provided that Lessee will assure that such right of way and ingress and egress result in the least injury and inconvenience to the occupant of the surface. Notwithstanding the foregoing or anything else to the contrary contained in this lease, operations conducted on the surface of the Leased Premises shall be subject to the payments as set out in the current University of Texas Lands Rate and Damage Schedule.

(b) Restoration of the Surface: Lessee will fill and level all pits and mounds, level and fill all roads as soon as is reasonably practical after completion of each well or wells and completely clean up drilling sites and access roads of all rubbish thereon and restore the surface of the ground to as nearly as is possible its original state to the reasonable satisfaction of Lessor. Lessee shall, within ninety (90) days following the expiration or termination of this lease, remove all of Lessee's equipment, fill and level all pits, and restore the surface to the reasonable satisfaction of Lessor.

(c) Damage to the Surface: Lessee shall repair all damages of any kind or character to the Leased Premises and improvements which might be caused by Lessee, its agents, servants, employees, subcontractors, successors or assigns and Lessee shall pay all damages resulting from operations under this lease, including without limitation damages to any personal property, improvements, livestock, and crops on the Leased Premises or adjacent lands owned or controlled by Lessor. Lessee shall be liable for same, whether or not such agents, employees, or licensees, at the time of occasioning such damage, are acting within the scope of their employment or license.

(d) **Cultural Resources:** Lessee shall comply with the Antiquities Code (Texas Natural Resources Code, Chapter 191) and applicable rules promulgated thereunder by the Historical Commission, or its successor. Lessee shall undertake its activities on the Leased Premises in a manner so as to take all reasonable precautions to locate and preserve archeological sites and other cultural resources in, on, or under the Leased Premises. Lessee shall use the highest degree of care and all reasonable safeguards to prevent the taking, alteration, damage, destruction, salvage, or excavation of cultural resources and/or landmarks. Upon discovery of an archeological site, Lessee shall immediately give written notice of such discovery to Lessor. Lessee, its contractors and employees, shall have no right, title, or interest in or to any archaeological articles, objects, or artifacts, or other cultural resources located or discovered on the Leased Premises.

(e) **Pollution:** Lessee shall use all reasonable industry standard safeguards to prevent contamination or pollution of any environmental medium, including soil, surface waters, groundwater, sediments, and surface or subsurface strata, ambient air or any other environmental medium in, on, or under, the Leased Premises, by any waste, pollutant, or contaminant. Lessee shall not bring or permit to remain on the Leased Premises any explosives, toxic materials, or substances regulated as hazardous wastes, hazardous materials, hazardous substances, or toxic substances under any federal, state, or local law or regulation ("Hazardous Materials"), except products commonly used in connection with oil and gas exploration and development operations and stored in the usual manner and quantities. Lessee shall clean up, remove, remedy and repair any soil or ground water contamination and damage caused by the presence or release of any Hazardous Materials in, on, under, or about the Leased Premises resulting from Lessee's operations on the Leased Premises. The obligations of Lessee hereunder shall survive the expiration or earlier termination, for any reason, of this lease.

19. **Notices, Payments and Document Submission:** After initial delivery of oil or gas from the lease has commenced, Lessee shall, on or before the 25th day of the fourth calendar month following initial delivery render by delivery or mail to each Lessor or other royalty owner a statement showing the quantity of oil and/or gas delivered during the calendar month of initial deliveries and (unless and until Lessor has elected to take oil and/or gas royalty in kind) shall therewith pay each royalty owner the amount due for his respective interest in all such gas; and on or before the 25th day of each month thereafter, Lessee shall render by delivery or mail to each Lessor or other royalty owner a statement showing the quantity of oil delivered during the preceding calendar month and the quantity of gas delivered during the second preceding calendar month and (unless and until such Lessor has elected to take his gas royalty in kind) shall therewith pay each royalty owner the amount due for his respective interest in all such gas. Additionally, Lessee shall provide monthly the production information required in this paragraph 19 in an "Industry Standard" electronic format. Lessor shall not be required to execute a division order as a condition precedent to payments of royalties. All royalty not paid or tendered by Lessee to Lessor as and when due shall bear interest from due date until paid or tendered at the rate of ten percent (10%) per annum. In the event any default in the prompt payment of such royalties should continue for thirty (30) days after written notice of default mailed to Lessee, if claim for such royalty in default is placed in the hands of an attorney for collection, Lessee agrees and promises to pay additionally all reasonable attorney's fees and court costs thus incurred by any royalty owner.

20. **Notices and Correspondence to Parties:** Lessor and Lessee hereby designate the following parties who are authorized to receive all documents, notices and other information to be submitted by Lessee to Lessor and Lessor to Lessee under this lease:

TO LESSOR:
I.W. Carson, LLC.
6725 Hwy. 380
Snyder, Texas 79549

TO LESSEE:
Barron Petroleum LLC
471 Hwy. 67
Graham, Texas 76450

Either party may from time to time designate a different address or agent(s) for purposes of this provision. No such change shall be effective until 10 days following receipt by the other party of written notice of such change. Notices shall be deemed given when actually delivered or three (3) days after deposit in the United States mail.

21. **Release and Indemnity:** Lessee hereby releases and discharges Lessor, and Lessor's respective officers, directors, members, managers, employees, and agents from all and any actions and causes of action of every nature, or other harm, including environmental harm, for which recovery of damages is sought, including, but not limited to, all losses and expenses which arise out of, are incidental to, or result from, the operations of or on behalf of lessee on the leased premises, or that may arise out of or be occasioned by lessee's breach of any of the terms or provisions of this lease, or by any other negligent act or omission of lessee for which lessee may be held strictly liable, except to the extent attributable to (i) the gross negligence or willful misconduct or (ii) the intentional failure to disclose conditions upon the Leased Premises that could obviously lead to damage claims, by Lessor. Further, lessee hereby agrees to be liable for, exonerate, indemnify, defend and hold harmless Lessor, and Lessor's respective officers, directors, members, managers, employees, and agents, their successors or assigns, against any and all claims, liabilities, losses, damages, actions, personal injury (including death), costs and expenses, or other harm for which recovery of damages is sought, including attorneys' fees and other legal expenses, including those related to environmental hazards on the Leased Premises or in any way related to Lessee's failure to comply with any and all environmental laws; those arising from or in any way related to Lessee's operations or any other of lessee's activities on the leased premises; those arising from lessee's use of the surface of the leased premises; and those that may arise out of or be occasioned by lessee's breach of any of the terms or provisions of this lease or any other act or omission of Lessee, its directors, officers, employees, agents, contractors, guests or invitees, except to the extent attributable to (i) the gross negligence or willful misconduct by Lessor. Each assignee of this lease, or an interest therein, agrees to be liable for, exonerate, indemnify, defend and hold harmless Lessor, and Lessor's respective officers, directors, members, managers, employees, and agents in the same manner provided above in connection with the activities of such lessee, its officers, employees, and agents as described IN THIS PARAGRAPH 21.

22. **No Community Lease Pooling:** This lease may cover land in which the ownership of the oil and gas estate differs with respect to various tracts. No pooling or unitization of interests as between such lands and the interests therein is intended or shall be implied by reason of the inclusion in this lease of any such tracts in which ownership differs, and no community lease is intended or shall be implied by reason of such inclusion, it being expressly agreed that no community lease is created by this lease. Notwithstanding anything to the contrary herein

contained, Lessee shall have the right, but not the obligation, to pool all or any part of the Leased Premises or interest therein with any other lands or interests, as to any or all depths or zones, and as to any or all substances covered by this lease, either before or after the commencement of drilling or production whenever Lessee deems it necessary or proper to do so in order to prudently develop or operate the Leased Premises. The size of the pooled units formed shall conform with those production unit sizes set forth in Section 13(b) hereof. The pooling in one or more instances shall not exhaust the rights of the Lessee hereunder to pool this lease or portions thereof into other units. Lessee shall file an instrument describing and designating the pooled acreage as a pooled unit in the county in which the lands covered by this lease are located. Pooled units shall become effective on the date specified in such instrument designating the unit and shall be effective as to all parties hereto, their heirs, successors, and assigns, irrespective of whether or not the unit is likewise effective as to all other owners of surface, mineral, royalty, or other rights in land included in such unit. Lessee may vacate and dissolve any unit by instrument in writing filed for record in said county at any time when there is no unitized substance being produced from such unit. Lessor shall be provided with a copy of any recorded unit declaration by Lessee or any declaration of unit dissolution within thirty (30) days after recordation.

In the event of operations for drilling on or production of oil or gas from any part of a pooled unit which includes all or a portion of the land covered by this lease, regardless of whether such operations for drilling were commenced, or such production was secured, before or after the effective date of the pooled unit, such operations shall be considered as operations for drilling on, or production of oil and gas from land covered by this lease from the effective date of the pooled unit, whether or not the well or wells be located on the lands covered by this lease, and the entire acreage constituting such unit or units, as to oil and gas, or either of them, as herein provided, shall be treated for all purposes, except the payment of royalties on production from the pooled unit, as if the same were included in this lease.

For the purpose of computing the royalties to which owners of royalties and payments out of production and each of them shall be entitled on production of oil and gas, or either of them, from the pooled unit, there shall be allocated to the land covered by this lease and included in said unit (or to each separate tract within the unit if this lease covers separate tracts within the unit) that pro rata portion of the oil and gas produced from the pooled unit. Such allocation shall be on a surface acreage basis such that there shall be allocated to the surface acreage covered by this lease and included in the pooled unit (or to each separate tract within the unit if this lease covers separate tracts within the unit) that pro rata portion of the oil and gas produced from the pooled unit which the number of surface acres covered by this lease (or in each such separate tract) and included in the pooled unit bears to the total number of surface acres included in the pooled unit. Royalties hereunder shall be computed on the portion of such production, whether it be oil and gas, or either of them, so allocated to the land covered by this lease and included in the unit just as though such production were from such land. Operations on or production from any tract within a pooled unit shall for all purposes under this lease be considered as operations or production from the Leased Premises.

In the event that a well producing from an oil pooled unit is reclassified by the Railroad Commission of Texas or other governmental authority from an oil well to a gas well or in the event that a well producing from a gas pooled unit is reclassified by the Railroad Commission or other

governmental authority from a gas well to an oil well, Lessee, at Lessee's election, shall have a period of 90 days to form a new pooled unit for the production of gas or oil as the case may be by the filing of a new pooling designation, and, in the event Lessee shall form such new unit within such time, this lease shall not terminate for the reason of lack of production of the pooled mineral.

Notwithstanding any of the pooling provisions of this Section 22 to the contrary, and unless otherwise agreed to in writing by Lessor, Lessee shall be entitled to exercise the pooling rights granted in this Section 22 only if at least fifty percent (50%) of the surface acreage contained in the pooled unit consists of acreage out of this Lease.

In the event a portion of the lands or depths covered by this lease are included in a pooled unit or units for oil and or gas under the provisions of Section 22, but there are other lands and depths covered by this lease which are not included in any pooled unit or units, operations on or production from said unit or units will only maintain this lease in effect as to the lands located within the boundaries of said pooled unit; all other portions of the lands and depths subject to this lease which are not included within said unit or units (and are not otherwise retained as Productive Acreage in accordance with Section 13) shall be released upon the expiration of the primary term hereof (as same may be extended under the provisions hereof) unless maintained by other means for continuing this lease as specified in other provisions of this lease. Further, Unproductive Depths under each pooled unit shall not be maintained unless maintained by other means for continuing this lease as specified in other provisions of this lease.

23. **Well Takeover:** If Lessee determines that a producing well is no longer capable of producing in paying quantities and elects to permanently abandon same and plug the hole, Lessee shall give written notice thereof to Lessor of its intention to so plug and abandon said well at least thirty (30) days prior to said abandonment. Within fifteen (15) days from the receipt of such notice, Lessor may notify Lessee in writing of its desire to purchase Lessee's interest in the well and all equipment thereon, and if Lessor elects to so purchase, then upon Lessor's tendering to Lessee the salvage value (as defined below) of Lessee's interest in the equipment and well, Lessee shall thereupon tender to Lessor and cause any parties owning leasehold interests in said well, including any working interest owners and owners of overriding royalties and other interests which may have been carved out of the working interest, to tender a valid assignment, free of liens and encumbrances, assigning, with covenants of special warranty, but expressly disclaiming any implied warranties, either express or implied, as to merchantability, fitness for a particular purpose, or conformity to models or samples, if any, all interest in said well and equipment and all interest under this lease limited to the amount of acreage contained within the production unit for said well as prescribed or permitted under the then applicable special field rules, optional field rules or statewide rules.

If Lessor fails to give the indicated notice within the time provided, such shall be an election not to acquire such well. From and after the effective date of such assignment, Lessee shall be relieved by Lessor from any and all liability for the acts or omissions of Lessor with respect to such well, including, but not by way of limitation, the obligation and cost to plug and abandon such well in accordance with the rules and practices of the Railroad Commission of Texas. The "salvage value" of any such well shall be the fair market value at the well site of the salvageable materials thereon situated or used in connection therewith less the estimated reasonable costs of

salvaging the same. The rights and options reserved by Lessor in this paragraph shall not apply when Lessee plugs and abandons a producing zone or zones in a well for the purpose of deepening the well or opening up another zone or zones for production.

24. **Insurance:** Lessee shall assure that Lessee and any person acting on Lessee's behalf under this lease carry the following insurance with an insurance carrier licensed by the Texas Department of Insurance at any and all times such party or person is on or about the premises or acting pursuant to this lease, to the extent then available in the specified form, or comparable insurance on a substitute form:

(a) **Worker's Compensation and Employer's Liability Insurance:** Worker's Compensation-Statutory limits/Employer's Liability Limits - \$1,000,000.

(b) **Commercial General Liability ("CGL") and Umbrella Liability Insurance:** Lessee shall maintain commercial general liability insurance, and if necessary, commercial umbrella insurance with a limit of not less than \$1,000,000 each occurrence. If such CGL insurance contains a general aggregate limit, it shall apply separately to this project. CGL insurance shall be written on ISO occurrence form CG 00 01 10 93 or a substitute form providing equivalent coverage and shall cover liability arising from premises, operations, independent contractors, products-completed operations, personal injury and advertising injury, and liability assumed under an insured contract including the tort liability of another assumed in a business contract. As allowed by state law, Lessee shall obtain the broadest scope of coverage for liability arising from pollution, explosion, collapse, underground property damage, or employment-related practices.

(c) **Business Auto and Umbrella Liability Insurance:** Lessee shall maintain business auto liability, and, if necessary commercial umbrella liability insurance with a limit of not less than \$5,000,000 each accident. Such insurance shall cover liability arising out of any auto including owned, hired, and non-owned autos. Business auto coverage shall be written on ISO form CA 00 01, CA 00 05, CA 00 12, CA 00 24, or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage equivalent to that provided in the 1990 and later editions of CA 00 01. Pollution liability coverage equivalent to that provided under the ISO pollution liability broadened coverage for covered autos endorsement (CA 99 48), and the Motor Carrier Act endorsement (MCS 90) shall be attached as required or allowed by applicable state laws and if allowed by state law, the Motor Carrier Act endorsement (MCS 90) shall be amended.

Lessee shall cause Certificates of Insurance evidencing the above coverage to be provided promptly upon request to Lessor. The insurance policies required under (b) and (c) above, shall name each Lessor as additional insured with regard to the Leased Premises; shall reflect that Lessor will receive thirty (30) days prior written notice of cancellation or material change in coverage; and shall reflect that the insurer has waived any right of subrogation against Lessor.

Lessee may satisfy its obligation to maintain insurance as specified in this section by means of self-insurance, provided that Lessee notifies Lessor of its intent to self-insure and

submits to Lessor Annually Lessee's published annual report that is audited by an independent certified public accountant demonstrating that Lessee has a net worth of no less than One-Hundred Million Dollars (\$100,000,000.00).

25. **Venue:** The venue for any suit arising out of a provision of this lease, whether express or implied, regarding interpretation of this lease, or relating in any way to this lease or to applicable case law, statutes, or administrative rules, shall be in Val Verde County, Texas.

26. **Supplemental Agreement:** This lease is subject to the terms of that certain Supplemental Agreement of even date herewith between Lessor and Lessee which sets forth certain obligations in connection with surface operations. Copies of the Supplemental Agreement are available for inspection at the offices of Lessor and Lessee.

27. **Other Leases:** If during the primary term of this Oil and Gas Lease, Lessee, its agents, partners, subsidiaries, affiliates, or assignees, shall enter into an oil and gas lease on lands in Val Verde County, Texas, located within ten (10) miles from any boundary of the lands that are the subject of this lease (the "Other Lease"), providing for a bonus, on a per-acre basis, greater than the per-acre bonus paid to Lessor for this Lease, and/or a royalty in an amount greater than is provided for in this lease, then Lessee shall pay to Lessor, as additional bonus for this lease, an amount equal to the difference, on a per-acre basis, between the amount paid Lessor for executing this lease and the greater amount determined by the terms of the Other Lease, and/or amend this lease to provide for Lessor to be paid the greater royalty interest provided for in the Other Lease. Lessee's failure to perform the obligations provided for in this provision within sixty (60) days of the date on which a greater bonus is paid for or a greater royalty is provided for in the Other Lease shall result in this lease automatically terminating, and Lessor shall have no obligation to return any bonus payments or other consideration paid by Lessee to Lessor. For the purposes of this provision, "bonus" shall be deemed to include any cash consideration paid to a lessor, however called or characterized, or any benefit provided the Lessor by Lessee, and "royalty" shall be deemed to include any and all interests in production, however called or characterized in the Other Lease.

28. **Memorandum of Lease, Binding on Successors:** In lieu of filing this lease for record in the office of the County Clerk in which the Leased Premises are located, Lessor and Lessee agree to execute contemporaneously with the execution of this Oil and Gas Lease, a Memorandum of this lease on the form attached as Exhibit B, making appropriate reference hereto, and to file said Memorandum for record in said county. The provisions of this lease are binding upon the parties hereto, their respective heirs, successors and assigns. Lessee, by its acceptance of this lease, agrees and obligates itself to all terms and provisions of this lease.

EXECUTED as of the respective acknowledgment dates of the signatory parties, but effective as of the ___ day of _____, 2020; this lease may be executed in multiple counterparts, no one of which needs to be signed by all parties hereto, each of which shall constitute an original. Counterparts thus executed shall together constitute one and the same instrument.

LESSOR:

I.W. CARSON, LLC

By: _____
Clay Childress, Co-Manager

By: _____
Allen Claburn, Co-Manager

By: _____
Buddy Baldrige, Co-Manager

LESSEE:

BARRON PETROLEUM LLC.

By: _____
Sunny Sahota, Managing Member

ACKNOWLEDGEMENTS

STATE OF TEXAS §
 §
COUNTY OF _____ §

This instrument was acknowledged before me this _____ day of _____, 202__, by Clay Childress as Co-Manager of I. W. Carson, LLC., a Texas limited liability corporation, on behalf of said company.

[S E A L]

Notary Public in and for the State of Texas

STATE OF TEXAS §
 §
COUNTY OF _____ §

This instrument was acknowledged before me this _____ day of _____, 202__, by Allen Claburn as Co-Manager of I. W. Carson, LLC., a Texas limited liability corporation, on behalf of said company.

[S E A L]

Notary Public in and for the State of Texas

STATE OF TEXAS §
 §
COUNTY OF _____ §

This instrument was acknowledged before me this _____ day of _____, 202__, by Buddy Baldrige as Co-Manager of I. W. Carson, LLC., a Texas limited liability corporation, on behalf of said company.

[S E A L]

Notary Public in and for the State of Texas

STATE OF TEXAS §
 §
COUNTY OF _____ §

This instrument was acknowledged before me this _____ day of _____, 202_, by Sunny Sahota, as Managing Member of Barron Petroleum LLC., a Texas limited liability company, on behalf of said company.

[S E A L]

Notary Public in and for the State of Texas

EXHIBIT A

to Oil and Gas Lease and Supplemental Agreement dated _____, 202__, between I.W. Carson, LLC. as Lessor, and Barron Petroleum LLC as Lessee

LEASED PREMISES

[TO BE INSERTED]

EXHIBIT B-2
SUPPLEMENTAL AGREEMENT

[SEE ATTACHED]

SUPPLEMENTAL AGREEMENT

_____, 202_

Reference is made to that certain Oil and Gas Lease dated effective _____, 202_, by and between I.W. Carson, LLC, a Texas limited liability company, herein called Lessor, and Barron Petroleum LLC, a Texas limited liability company, herein called Lessee, covering the following described lands in Val Verde County, Texas, to-wit:

See attached Exhibit A

Lessee recognizes and acknowledges that the surface estate of the Leased Premises is owned by Sleepy Hollow Enterprises, Ltd., and Baldrige Family Land, Ltd (collectively, the "Surface Owners" and individually a "Surface Owner") in separate parcels more fully described as Tract One described on Exhibit C and Tract Two described on Exhibit E in that certain Partition and Conveyance Deed dated September 26, 2008, recorded as Document No. 00246633, in Volume 1128, Page 709-726, Official Public Records of Val Verde County, Texas (the "Surface Partition Deed"), reference being made to said deed for all purposes. For all purposes of this Supplemental Agreement, the terms "Lessor" and "Surface Owner" shall mean and refer exclusively to that Surface Owner which owns the surface of the tract in question as reflected by the Surface Partition Deed, and their respective successors and assigns; and all surface damages provided for in this Supplemental Agreement shall be paid exclusively to the Surface Owner of the property in question. In connection therewith, Lessor and Lessee agree, for the consideration set forth in the Lease, that Lessee shall be entitled to use the surface of the Leased Premises for the uses and purposes, express or implied, set forth in the Lease as if the Surface Owners were a Lessor under the Lease, and to cooperate reasonably in connection with Lessee's operations provided Lessee will in turn agree in writing to conduct Lessee's operations with respect to any wells drilled or operated by Lessee on the Leased Premises so as to provide what Lessor and the Surface Owners consider to be reasonable protection, as follows:

With respect to operations by Lessee hereunder, Lessee agrees:

(a) Crossing Fences: To install a cattle guard at all intersections of ranch fences and roads to be used by Lessee in conducting its operations. Lessor shall designate which cattle guards at exterior fences shall be kept closed and locked when vehicles are not passing through. Such designated locked gates shall be equipped so as to provide separate keys for Lessee and its authorized personnel, and Lessor and its authorized personnel. Lessee's continuing right to use any roadway so equipped shall be conditioned upon compliance by it and its authorized personnel with the requirements of Lessor with respect to keeping such gates locked and maintained. Any such cattle guard shall not be removed at the conclusion of the lease but rather shall be left in place and become the property of Lessor, free of cost, or at Lessor's options, Lessee shall remove the same and restore the fence substantially to its condition prior to the installation of the cattle guard. All cattle guards installed by Lessee shall be constructed with materials and workmanship capable of supporting any and all vehicles used in Lessee's operations and shall be constructed with a sufficient amount of caliche or comparable material so as to prevent soil erosion and damage, and such material shall be maintained by Lessee at all times around such cattle guards during the term of this lease.

(b) Fencing Sites: Before drilling operations are commenced a fence capable of turning cattle, horses and other large animals shall be installed around the complete location, including the wellhead, reserve pit(s) separator, compressor, tank battery and other surface equipment used to produce the well. After the reserve pit is leveled and smoothed, the fence around the remaining production facilities shall be restored and maintained in good condition.

(c) Cleaning and Maintaining Sites: While operations are being conducted hereunder, all areas in the vicinity of operations, including roads, will be as nearly as is reasonably possible kept free from all junk, paper, cans, old iron, trash, and all other forms of debris and remove all ribbons, signs (except signs authorized under this lease or required by governmental authority) and stakes after completion of operations. No oilfield equipment shall be stored on any portion of the Leased Premises without Lessor's prior written consent, and no trailer houses or portable buildings of any kind shall be left on the Leased Premises after completion of operations on a well. Within a reasonable time after operations on each site are completed, the site will be finally cleaned and policed, restored,

and reseeded, as needed, so as to restore such land to its former condition as nearly as is reasonably possible. Upon abandonment of each location, all aggregate material and/or caliche or other roadway material shall be removed and, at Lessor's option, either placed in existing caliche pits on the lease or spread along roads as designated by Lessor, and each drill site, tank battery location and/or pit shall then be restored to its original condition as much as reasonably possible by replacing any top soil removed when the location was constructed. All tanks, wellheads, compressors, gates, cattle guards, and other surface equipment and fence posts surrounding same shall be painted tan and maintained in such color.

(d) No Hunting: Lessor shall not permit any of its agents, employees, contractors, subcontractors, service company personnel, salesmen, nor any other person coming onto the Leased Premises under the authority of this lease to possess rifles, shotguns, pistols, bow and arrows, or any other firearms or other hunting devices on the Leased Premises. Lessee does not acquire any hunting rights whatsoever under this lease and no hunting of any kind shall be permitted. Lessee shall not allow hunting dogs and other pets of any kind whatsoever on Leased Premises.

(e) Roads: All roads, pipelines, power lines and tank batteries shall be constructed only after prior approval of their location by Lessor, which approval shall not be unreasonably withheld. Lessee also agrees to notify Lessor prior to commencing any drilling or re-working operations on the Leased Premises. Lessee shall, as far as possible in its operations, use existing ranch roads and shall regularly maintain the roads in good passable condition; but Lessee shall not have any vested interest in such existing roads. Upon the construction of any new roads or use of existing roads by Lessee on said lease, damages shall be paid for the use of such roads based upon the amounts set forth in the current University of Texas Lands, Rate and Damage Schedule. No roads to new locations shall be wider than twelve (12) feet without Lessor's consent and no roads shall be constructed closer than five hundred (500) feet from any presently existing watering troughs, tanks or other livestock watering facilities nor closer than twenty-five hundred (2500) feet from any residence or barn. All roads, whether new roads or existing roads, shall be surfaced with a compacted layer of caliche or suitable material at least eight (8) inches thick and shall be maintained at such thickness so long as used by Lessee. All roads, whether new roads or existing roads, shall be, at Lessor option, laned with fences. After drilling and completion or plugging operations on a well are completed, Lessee shall repair the road, including spot patching and grading same to Lessor's reasonable requirements. Whenever necessary for more efficient drainage or to prevent erosion, Lessee shall install and maintain, in accordance with Lessors reasonable specifications, drainage terraces and mounds the width of such roads at appropriate intervals along roads with accompanying diversions to prevent erosion along road barrow ditches, or at such other places as Lessor may reasonably request. All gates and cattle guards on roads shall be properly maintained. Except where operations are essential to maintain the lease, Lessee shall not allow heavy machinery including drilling rigs, trucks, surveyors, and other equipment onto the Leased Premises during wet weather where such operations will create substantial damage to the road surfaces. If damage to the road occurs during wet weather, Lessee agrees to promptly restore the roads to the reasonable satisfaction of Lessor, but in no event later than thirty (30) days after notice from Lessor. Lessee shall erect signs at property entry indicating that it is private property, signs at entry and regularly along road indicating that all individuals shall remain on lease roads and that hunting nor firearms are permitted on leased premises. Upon abandonment of each drill site, tank battery location and/or pit, at Lessor's option, all cattle guards, aggregate material and/or caliche, or other roadway material from connecting roads shall be removed and either place in existing caliche pits on the lease or spread along roads as designated by Lessor. Areas damaged by roads shall then be restored to its original condition as much as reasonably possible by replacing any top soil removed when the road was constructed.

(f) Seismic Operations: If Lessee conducts seismic operations on the Leased Premises, Lessee shall pay in advance surface damages to the Surface Owner equal to the amounts set forth in the current University of Texas Lands, Rate and Damage Schedule. In connection with seismic operation, Lessee agrees to provide Surface Owner with advance notice and to cooperate reasonably with Surface Owner with respect to the entry and exit from the lands covered by this lease. Lessee agrees that to the extent any such operations result in damage to the surface, to restore the surface to its original condition as nearly as reasonably possible, including removing all ribbons, trash, signs, and stakes before leaving the Leased Premises. Lessee shall furnish to Lessor all information and data obtained by Lessee in connection with any seismic operations on the Leased Premises (the "Seismic Data") as soon as same are available, unless Lessee is prohibited from disclosing such data to Lessor by the terms of the seismic permit or other agreement pursuant to which Lessee acquires such data. Lessee shall furnish to Lessor a professionally usable copy of (a) a post-plot map showing the acquired lines, and (b) 2-D or 3-D seismic taper of all final stack and

migration data. All data furnished by Lessee to Lessor shall be in SEG_Y format (or comparable format output) compatible with industry available PC-based or workstation-based 2-D or 3-D interpretation packages. The SEG-Y format output will contain processed full record length, binned data of all 2-D and 3-D data resulting from seismic processing of acquired data which cover the Leased Premises or any portion thereof. If more than one SEG-Y format output of the processed 2-D or 3-D binned data is generated by the contractor for Lessee, Lessee shall furnish Lessor with that portion of that additional processed 2-D or 3-D binned data which covers the Leased Premises. Lessee shall have the right to contract with others to conduct seismic operations on Lessee's behalf, but all such operations shall be under the supervision and control of Lessee. Lessee shall have the right to grant permits to any third party for the conduct of the seismic operations on the Leased Premises, subject to the terms of this Agreement. Lessee shall have no right to license, sell, or disclose the Seismic Data to any third party except Lessee shall have the right to disclose the Seismic Data to its consultants, to other parties who have agreed to bear part of the initial costs of the seismic operations conducted pursuant to this agreement, and to other parties with whom Lessee is negotiating to become joint venturers, partners, members, lenders or other economic participants (and their respective advisors) in this lease, provided that all such parties agree in writing to be bound by the confidentiality provisions of the agreement.

(g) Operations: This lease covers a portion of ranch lands owned by Lessor's family and stockholders. It is understood that there will be livestock and wildlife on the Leased Premises and on the roadways across said lands. Lessee agrees to pay the fair market value for all livestock, wildlife or domestic animals damaged by any operations under said lease whether caused by Lessee or its agents, employees, contractors, and subcontractors.

(h) Well Site and Damages: Prior to commencement of drilling, reworking or reentry operations on the Leased Premises, Lessee shall provide written notice to Lessor of Lessee's intention to drill, rework, or re-enter a well, together with a plat showing the location of said well. No wells shall be drilled at a location near the headquarters improvements in Section 44, Block 98 shall be nearer than 2,500 feet to the ranch headquarters without Lessor's written consent. No well shall be located within 1500 feet of any water well, water tank, water trough or livestock pens without written consent of Lessor. Prior to commencement of operations, Lessee shall pay all amounts required to be paid under this lease. All locations shall be surfaced with a compacted layer of caliche or other suitable material at least six (6) inches thick and shall be maintained at that thickness for as long as used by Lessee. No such location for a vertical well shaft shall exceed a tract measuring three hundred (300) feet on each side and no location for a horizontal well shaft shall exceed a tract measuring four hundred twenty-five (425) feet on each side without lessor's consent. Lessee shall pay to Lessor the location damage rates set forth in the current University of Texas Lands, Rate and Damage Schedule. If any location exceeds the dimensions set forth in the schedule, damage payment shall be made based on the location size indicated in the schedule regardless of depth. If any location exceeds the dimensions of the deepest wellbore indicated in the schedule, payment shall be calculated at the price per square foot of largest location plus ten cents per square foot for the excess area. At each producing well location, Lessee shall erect and maintain a legible sign showing the name of the operator, the lease designation and the well number. Where two or more wells on the Leased Premises are connected to the same storage, treating or compression facility, each well utilizing a separate pipeline to the common facility shall be legibly identified on such pipeline either by a firmly attached tag or plate.

(i) Tank Battery: Lessee shall pay Lessor the amount set forth in the current University of Texas Lands Rate and Damage Schedule as damages for each tank battery and emergency pit used in connection with such battery, pumping station, or waste pit constructed on the Leased Premises. No damages shall be paid where tank battery is located within the drill site tract authorized in (h) above. Nothing contained herein shall be construed as an implied consent for the unlawful disposal of salt water or other polluting materials. All tank batteries not within the drill site tract shall be enclosed with a good fence capable of turning livestock. Lessee shall maintain said fence in accordance with the other provisions of this lease.

(j) Compression Facilities: Lessee shall pay Lessor the amount set forth in the current University of Texas Lands Rate and Damage Schedule as damages for each compression site. All compression sites shall be located at sites approved by Lessor, which approval shall not be unreasonably withheld, and where reasonably feasible at a location of the lowest elevation so as to provide for the quietest operation of such compressor. No compressor shall be located within two (2) miles of a house or barn without Lessor's written consent. Lessee agrees to use best efforts to abate and/or control noise generated by compression facilities, pump jack motors, or other motors, including the use of hospital grade critical quiet mufflers and other noise suppression devices and installation of twelve

(12) foot sound retaining walls. If any motor smaller than ten (10) HP electric or its equivalent is capable of being used, Lessee agrees to install only electric motors provided electrical service is available within 1.5 miles of the location of the motor. It is understood that the most noise created by a compressor may be generated by a fan. Lessee agrees to utilize fans with the maximum blades available so as to slow the fan as much as reasonably possible to avoid and limit noise.

(k) Pipelines: Lessee shall pay Lessor the amount set forth in the current University of Texas Lands Rate and Damage Schedule as damages for the construction, maintenance and removal of pipelines, prior to installation. All pipelines shall, where practical, be laid along fence lines or existing roads. All pipelines shall be buried and maintained below plow depth unless waived in writing by Lessor. With respect to any pipeline which Lessee elects to remove from the Lease Premises, Lessor shall have the first right to purchase such pipeline at a mutually agreeable rate, not exceeding the rate then being paid at the time for used pipe of the same kind and quality.

(l) Power and Telephone Lines: Lessee shall pay Lessor the amount set forth in the current University of Texas Lands Rate and Damage Schedule as damages for installation, maintenance, replacement and removal of power and telephone lines. All power and telephone lines shall be buried unless waived in writing by Lessor.

(m) Pits: All surface pits used for temporary storing of salt water, drilling fluids, produced water, or other deleterious substances shall be lined in a water tight manner so that the same cannot escape. Polluting substances shall include not only those specifically named, but any form of water, chemical or other substance which reduces the usability of water for human consumption or animal purposes, or renders the same less potable. If substantial quantities of salt water are produced or other substances used in the drilling or completion of any well on the above lands, such substances shall either be re-injected into a formation which is below all fresh water or shall be removed from the Leased Premises. For each instance when polluting substances escape from a well, storage tank, or pipeline on to said lands, Lessee shall pay Lessor the amount set forth in the current University of Texas Lands Rate and Damage Schedule. In addition, all contaminated soil and brush shall be removed and replaced with top soil to a depth sufficient to restore the contaminated area to its condition prior to contamination, and the entire area shall be reseeded with grass reasonably agreeable to Lessor. All pits utilized for operations hereunder shall be fenced and remain fenced until the pits are dry, all pit lining materials have been removed from the Leased Premises and the pits filled and leveled and the surface restored as much as possible to its original condition.

(n) Notice: Lessee shall at all times keep the Lessor informed of the name, address, and telephone number of a responsible employee who can be contacted by Lessor for the purpose of giving notice of any damage caused by operations under this lease or any breach of this agreement. If Lessee makes an assignment of this lease, each party acquiring an interest therein shall be obligated to furnish Lessor with the name, address, and telephone number of a responsible employee who can be contacted by Lessor for the purpose of giving notice as set forth above.

(o) Information: Lessee agrees to permit Lessor access to the drilling floor at Lessors sole risk and to all well data at any time and to provide Lessor, free of cost, with one copy of each and any and all sample, electric or other log or analyses, completion reports, reports of potential tests and copies of any and all dry holes or abandoned reports made with respect to any and all dry holes or abandoned wells completed on the Leased Premises. Copies of all forms and other information filed with the Railroad Commission of Texas by Lessee (or received by Lessee from third parties) pertaining to operations under this lease or pertaining to field rules affecting the lands covered by this lease shall be provide simultaneously to Lessor. Lessor shall hold all reports and data confidential for so long as this lease remains in force as to that portion of the Leased Premises from which such information is obtained.

(p) Meters and Reports: Lessee shall separately meter or cause to be metered each gas well and, to the extent the gas is gathered of the Leased Premises and delivered to the gas purchaser on the lease at a central delivery point, shall also install a meter to measure the total of all gas which is gathered from all of the tracts described in this lease which then leaves the Leased Premises (the "Central Meter"). Lessor shall have the right to be present at the time of any installing, reading, cleaning, changing, repairing, inspecting, testing, calibrating, or adjusting done in connection with the Lessee's measuring equipment used in measuring deliveries hereunder. Lessee agrees to use reasonable efforts to provide Lessor with advance notice of any such activities. To the extent that Lessee utilizes equipment on the Leased Premises to monitor or remotely operate any equipment or measuring devices which can be

viewed on the internet, Lessee agrees to provide Lessor with the necessary information to allow Lessor to review any such information at times and places of Lessor's choice. The BTU content of the gas shall be tested at least semi-annually and Lessor shall have the right to be present at the time of any BTU test and shall receive copies of each BTU report and any other well check report prepared by or on behalf of Lessee for filing with governmental agencies or for its own records. The records and charts from such measuring equipment and other reports shall remain the property of the Lessee, but upon written request, Lessee shall provide Lessor access in Lessee's offices to such records and charts, together with calculations therefrom, after which the charts and records shall be kept on file for a period of three (3) years. Lessee shall regularly calibrate all meters and instruments or cause the same to be calibrated, but in any event no less than semi-annually. If upon any test the metering equipment in the aggregate is found to be inaccurate by two (2) percent or more, then following the test any metering equipment found to be inaccurate to any degree shall be adjusted immediately to measure accurately. If for any reason any meter is out of service or out of repair so that the quantity of gas delivered through such meter cannot be ascertained or computed from the reading thereof, the quantity of gas so delivered during such period the meter is out of service or out of repair shall be estimated and mutually agreed upon by the parties hereto upon the basis of the best possible data.

(q) Abstracts: Lessor agrees to make Lessor's abstracts available to Lessee upon reasonable notice as requested by Lessee from time to time during the term of this lease. Lessor's abstracts may be reviewed in Lessor's offices during normal business hours, or at any other mutually agreed upon time. Lessor's abstracts and other documents shall not be removed from Lessor's office. Should Lessee supplement Lessor's abstracts, Lessee shall deliver each such supplement to Lessor and such supplement shall become the property of Lessor, subject only to Lessee's rights of inspection and use during the term of this lease as otherwise provided herein. Lessee also agrees to provide to Lessor copies of any title opinions produced or contracted for by Lessee.

(r) Hunting Season: Lessee shall notify Lessor at least thirty (30) days in advance of any drilling, re-entry, or reworking operations which Lessee intends to conduct during the deer and quail hunting seasons as set annually by the Texas Parks and Wildlife Commission.

Executed as of the respective acknowledgment dates of the signatory parties, but effective as of the 28th day of January, 2020; this agreement may be executed in multiple counterparts, no one of which needs to be signed by all parties hereto, each of which shall constitute an original. Counterparts thus executed shall together constitute one and the same instrument.

LESSOR:

I.W. CARSON, LLC

By: _____
Clay Childress, Co-Manager

By: _____
Allen Claburn, Co-Manager

By: _____
Buddy Baldrige, Co-Manager

LESSEE:

BARRON PETROLEUM LLC.

By: _____
Sunny Sahota, Managing Member

ACKNOWLEDGEMENTS

STATE OF TEXAS §
§
COUNTY OF _____ §

This instrument was acknowledged before me this _____ day of _____, 202_, by Clay Childress as Co-Manager of I. W. Carson, LLC., a Texas limited liability corporation, on behalf of said company.

[S E A L]

Notary Public in and for the State of Texas

STATE OF TEXAS §
§
COUNTY OF _____ §

This instrument was acknowledged before me this _____ day of _____, 202_, by Allen Claburn as Co-Manager of I. W. Carson, LLC., a Texas limited liability corporation, on behalf of said company.

[S E A L]

Notary Public in and for the State of Texas

STATE OF TEXAS §
§
COUNTY OF _____ §

This instrument was acknowledged before me this _____ day of _____, 202_, by Buddy Baldrige as Co-Manager of I. W. Carson, LLC., a Texas limited liability corporation, on behalf of said company.

[S E A L]

Notary Public in and for the State of Texas

STATE OF TEXAS §
 §
COUNTY OF _____ §

This instrument was acknowledged before me this ____ day of _____, 202__,
by Sunny Sahota, as Managing Member of Barron Petroleum LLC., a Texas limited liability
company, on behalf of said company.

[S E A L]

Notary Public in and for the State of Texas

EXHIBIT A

to Supplemental Agreement dated _____, 202_, between I.W. Carson, LLC. as Lessor,
and Barron Petroleum LLC as Lessee

LEASED PREMISES

[TO BE INSERTED]

EXHIBIT B-3

**MEMORANDUM OF OIL AND GAS LEASE
AND
SUPPLEMENTAL AGREEMENT**

[SEE ATTACHED]

MEMORANDUM OF OIL AND GAS LEASE
AND
SUPPLEMENTAL AGREEMENT

THIS MEMORANDUM ("Memorandum"), is entered into this ____ day of _____, 202_, by and between **I.W. Carson, LLC**, whose address is 6725 Hwy. 380, Snyder, Texas 79549, herein called "LESSOR", and **Barron Petroleum LLC**, whose address is 471 Hwy. 67, Graham, Texas 76450 herein called "LESSEE"

WITNESSETH:

I.

By Oil and Gas Lease (the "Lease") dated effective _____, 202_, LESSOR did grant, lease and let exclusively unto LESSEE for the purpose of wherein LESSOR granted, leased and let exclusively unto LESSEE, for the purpose of investigating, exploring, prospecting, drilling and operating for the producing of oil, gas and associated hydrocarbons, injecting gas, waters, power stations, telephone lines and other structures and things therein to produce, save, take care of, treat, process, store and transport said substances, including the right of ingress and egress, the land described below in Val Verde County, Texas (the "Leased Premises"):

See Exhibit A attached hereto.

II.

The Lease is for a primary term of three (3) years, and as long thereafter as oil or gas, either or both, are produced from the Leased Premises, or said Lease is maintained in force by virtue of the other provisions contained therein, all as more particularly set forth therein. LESSOR and LESSEE have also executed a Supplemental Agreement of even date therewith concerning matters relating to the surface estate and Lessee's surface operations during the Lease. Reference to said Lease and Supplemental Agreement is herein made for all purposes. This instrument is executed for the purpose of affording notice of the existence of said Lease and Supplemental Agreement.

III.

Executed copies of the Lease and Supplemental Agreement are in the possession of LESSEE at its address indicated above.

EXECUTED as of the respective acknowledgment dates of the signatory parties, but effective as of the ____ day of _____, 202_; this lease may be executed in multiple counterparts, no one of which needs to be signed by all parties hereto, each of which shall constitute an original. Counterparts thus executed shall together constitute one and the same instrument.

LESSOR:

I.W. CARSON, LLC

By: _____
Clay Childress, Co-Manager

By: _____
Allen Claburn, Co-Manager

By: _____
Buddy Baldrige, Co-Manager

LESSEE:

BARRON PETROLEUM LLC.

By: _____
Sunny Sahota, Managing Member

ACKNOWLEDGEMENTS

STATE OF TEXAS §
 §
COUNTY OF _____ §

This instrument was acknowledged before me this ____ day of _____, 202__, by Clay Childress as Co-Manager of I. W. Carson, LLC., a Texas limited liability corporation, on behalf of said company.

[S E A L]

Notary Public in and for the State of Texas

STATE OF TEXAS §
 §
COUNTY OF _____ §

This instrument was acknowledged before me this ____ day of _____, 202__, by Allen Claburn as Co-Manager of I. W. Carson, LLC., a Texas limited liability corporation, on behalf of said company.

[S E A L]

Notary Public in and for the State of Texas

STATE OF TEXAS §
 §
COUNTY OF _____ §

This instrument was acknowledged before me this ____ day of _____, 202__, by Buddy Baldrige as Co-Manager of I. W. Carson, LLC., a Texas limited liability corporation, on behalf of said company.

[S E A L]

Notary Public in and for the State of Texas

STATE OF TEXAS §
§
COUNTY OF _____ §

This instrument was acknowledged before me this ____ day of _____, 202_, by Sunny Sahota, as Managing Member of Barron Petroleum LLC., a Texas limited liability company, on behalf of said company.

[SEAL]

Notary Public in and for the State of Texas

EXHIBIT A

to Memorandum of Oil and Gas Lease and Supplemental Agreement dated _____,
between I.W. Carson, LLC. as Lessor, and Barron Petroleum LLC as Lessee

LEASED PREMISES

[TO BE INSERTED]

EXHIBIT C
FIRST AMENDMENT
TO
OIL AND GAS LEASE DOCUMENTS

[SEE ATTACHED]

Exhibit C – Page 1

HOU 3967259v1

FIRST AMENDMENT OF OIL AND GAS LEASE DOCUMENTS

Reference is made to the following documents (collectively, the "Lease Documents"), all executed by and between I. W. Carson, LLC, ("Lessor"), and Barron Petroleum, LLC ("Lessee"):

- I. Oil and Lease (the "Subject Lease") dated the ___ day of _____, 202_;
- II. Supplemental Agreement of the same date; and
- III. Memorandum of Oil and Gas Lease and Supplemental Agreement (the "Memorandum") of the same date, recorded as Document Number _____, Official Public Records of Val Verde County, Texas;

all of said Lease Documents covering the lands in Val Verde County, Texas, which are more particularly described on Exhibit A to the Memorandum (the "Leased Premises")

WHEREAS, I .W. Carson, LLC, and Barron Petroleum LLC, the present owners and holders of all rights of Lessor and Lessee under the Subject Documents, desire to amend the Subject Documents as hereinafter provided.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the undersigned do hereby amend the Subject Documents as follows:

I.

The Leased Premises as described on Exhibit A attached to the Lease Documents is hereby deleted and the following substituted in lieu and in complete substitution therefor:

SEE ATTACHED EXHIBIT A

For the same consideration, Lessor does hereby recognize, acknowledge and affirm that the Lease Documents are in all respects in full force and effect insofar as same cover the Leased Premises as described on attached Exhibit A; and Lessor does hereby lease, let and demise the Leased Premises unto the Lessee named in the Subject Lease, its successors and permitted assigns, on the same terms and provisions as set forth in the Subject Lease, as herein amended.

EXECUTED as of the acknowledgment dates of the signatory parties; effective as of _____, 202_.

[SIGNATURES AND ACKNOWLEDGMENTS ON FOLLOWING PAGES]

LESSOR:

I.W. CARSON, LLC

By: _____
Clay Childress, Co-Manager

By: _____
Allen Claburn, Co-Manager

By: _____
Buddy Baldrige, Co-Manager

LESSEE:

BARRON PETROLEUM LLC.

By: _____
Sunny Sahota, Managing Member

ACKNOWLEDGEMENTS

STATE OF TEXAS §
 §
COUNTY OF CROCKETT §

This instrument was acknowledged before me this _____ day of _____, 20___, by Clay Childress, Co-Manager of **I. W. CARSON, L.L.C.**, a Texas limited liability company, on behalf of said company.

[S E A L]

Notary Public in and for the State of Texas

STATE OF TEXAS §
 §
COUNTY OF CROCKETT §

This instrument was acknowledged before me this _____ day of _____, 20___, by Alan Claburn, Co-Manager of **I. W. CARSON, L.L.C.**, a Texas limited liability company, on behalf of said company.

[S E A L]

Notary Public in and for the State of Texas

STATE OF TEXAS §
 §
COUNTY OF KENT §

This instrument was acknowledged before me this _____ day of _____, 20___, by Buddy Baldrige, Co-Manager of **I. W. CARSON, L.L.C.**, a Texas limited liability company, on behalf of said company.

[S E A L]

Notary Public in and for the State of Texas

STATE OF TEXAS §
 §

COUNTY OF _____ §

This instrument was acknowledged before me this ____ day of _____, 2020, by Sunny Sahota, as Managing Member of Barron Petroleum LLC., a Texas limited liability company, on behalf of said company.

[S E A L]

Notary Public in and for the State of Texas

EXHIBIT A
TO
FIRST AMENDMENT OF OIL AND GAS LEASE DOCUMENTS

VAL VERDE COUNTY, TEXAS

LEASED PREMISES

[TO BE INSERTED]

Exhibit C – Page 6

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EXHIBIT D
SECOND AMENDMENT
TO
OIL AND GAS LEASE DOCUMENTS

[SEE ATTACHED]

SECOND AMENDMENT OF OIL AND GAS LEASE DOCUMENTS

Reference is made to the following documents (collectively, the "Lease Documents"), all executed by and between I. W. Carson, LLC, ("Lessor"), and Barron Petroleum, LLC ("Lessee"):

- A. Oil and Lease (the "Subject Lease") dated the ___ day of _____, 202_;
- B. Supplemental Agreement of the same date;
- C. Memorandum of Oil and Gas Lease and Supplemental Agreement of the same date, recorded as Document Number _____, Official Public Records of Val Verde County, Texas; and
- D. First Amendment of Oil and Gas Lease Documents (the "First Amendment") dated _____, 202_, recorded as Document # _____, Official Public Records of Verde County, Texas.

WHEREAS, I .W. Carson, LLC, and Barron Petroleum LLC, the present owners and holders of all rights of Lessor and Lessee under the Lease Documents, desire to amend the Lease Documents as hereinafter provided.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the undersigned do hereby amend the Lease Documents as follows:

I.

The Lease Documents, which currently cover those lands in Val Verde County, Texas, which are described on Exhibit A to the First Amendment, are hereby amended such that the Lease Documents shall now cover those lands described on attached Exhibit A. For the avoidance of doubt, the Leased Premises as described in and covered by the Lease Documents, effective as of the effective date hereof, shall cover and include the lands described on attached Exhibit A.

For the same consideration, Lessor does hereby recognize, acknowledge and affirm that the Lease Documents are in all respects in full force and effect insofar as same cover the Leased Premises as described on attached Exhibit A; and Lessor does hereby lease, let and demise the Leased Premises unto the Lessee named in the Subject Lease, its successors and permitted assigns, on the same terms and provisions as set forth in the Subject Lease, as previously and herein amended.

EXECUTED as of the acknowledgment dates of the signatory parties; effective as of _____, 202_. This Second Amendment may be executed in multiple counterparts and each executed counterpart shall be deemed an original and signature pages may be compiled to form one original and shall have the same effect as if one original had been executed by Lessor and Lessee.

LESSOR:

I.W. CARSON, LLC

By: _____
Clay Childress, Co-Manager

By: _____
Allen Claburn, Co-Manager

By: _____
Buddy Baldrige, Co-Manager

LESSEE:

BARRON PETROLEUM LLC.

By: _____
Sunny Sahota, Managing Member

ACKNOWLEDGEMENTS

STATE OF TEXAS §
 §
COUNTY OF CROCKETT §

This instrument was acknowledged before me this ____ day of _____, 20__, by Clay Childress, Co-Manager of **I. W. CARSON, L.L.C.**, a Texas limited liability company, on behalf of said company.

[S E A L]

Notary Public in and for the State of Texas

STATE OF TEXAS §
 §
COUNTY OF CROCKETT §

This instrument was acknowledged before me this ____ day of _____, 20__, by Alan Claburn, Co-Manager of **I. W. CARSON, L.L.C.**, a Texas limited liability company, on behalf of said company.

[S E A L]

Notary Public in and for the State of Texas

STATE OF TEXAS §
 §
COUNTY OF KENT §

This instrument was acknowledged before me this ____ day of _____, 20__ by Buddy Baldrige, Co-Manager of **I. W. CARSON, L.L.C.**, a Texas limited liability company, on behalf of said company.

[S E A L]

Notary Public in and for the State of Texas

STATE OF TEXAS §
 §
COUNTY OF _____ §

This instrument was acknowledged before me this _____ day of _____, 2020, by Sunny Sahota, as Managing Member of Barron Petroleum LLC., a Texas limited liability company, on behalf of said company.

[S E A L]

Notary Public in and for the State of Texas

EXHIBIT A
TO
SECOND AMENDMENT OF OIL AND GAS LEASE DOCUMENTS

VAL VERDE COUNTY, TEXAS

LEASED PREMISES

[TO BE INSERTED]

Exhibit D – Page 6

HOU 3967259v1

EXHIBIT E

MEMORANDUM OF OPTION TO PURCHASE OIL AND GAS LEASE

[SEE ATTACHED]

MEMORANDUM OF OPTION TO PURCHASE OIL AND GAS LEASE

NOTICE IS HEREBY GIVEN that effective as of the 28th day of February, 2020, an Option to Purchase Oil and Gas Lease (the "Option") was made and entered into by and between by and between **I.W. Carson, LLC**, whose address is 6725 Hwy. 380, Snyder, Texas 79549, therein called "Optionor", and **Barron Petroleum LLC**, whose address is 471 Hwy. 67, Graham, Texas 76450, therein called "Optionee", in which Optionor granted unto Optionee, for a period expiring at midnight on February 28 2021, the exclusive option to acquire an oil and gas lease or leases covering all or a portion of the lands in Val Verde County, Texas, more particularly described on attached Exhibit A. Reference is made to the Option for a more particular description of the terms of said Option, executed copies of which are in the possession of Optionee at its address indicated above.

EXECUTED as of the respective acknowledgement dates of the signatory parties hereto, but effective as of February 28, 2020. This instrument may be executed in a number of counterparts, with each such counterpart being considered an original and binding on any party executing same, and for the sake of simplicity in the recording hereof, the signatory and acknowledgment pages of each party signing any such counterpart may be detached from the executed counterpart and attached to the counterpart executed by Optionor, and if so attached and recorded, shall be considered for all purposes to be properly signed as though all of said parties executed one instrument.

OPTIONOR

I.W. CARSON, LLC

By: _____
Clay Childress, Co-Manager

By: _____
Allen Claburn, Co-Manager

By: _____
Buddy Baldrige, Co-Manager

OPTIONEE

BARRON PETROLEUM LLC.

By: _____
Sunny Sahota, Managing Member

ACKNOWLEDGEMENTS

STATE OF TEXAS §
 §
COUNTY OF CROCKETT §

This instrument was acknowledged before me this ____ day of _____, 2020, by Clay Childress, Co-Manager of **I. W. CARSON, L.L.C.**, a Texas limited liability company, on behalf of said company.

[S E A L]

Notary Public in and for the State of Texas

STATE OF TEXAS §
 §
COUNTY OF CROCKETT §

This instrument was acknowledged before me this ____ day of _____, 2020, by Alan Claburn, Co-Manager of **I. W. CARSON, L.L.C.**, a Texas limited liability company, on behalf of said company.

[S E A L]

Notary Public in and for the State of Texas

STATE OF TEXAS §
 §
COUNTY OF KENT §

This instrument was acknowledged before me this ____ day of _____, 2020 by Buddy Baldrige, Co-Manager of **I. W. CARSON, L.L.C.**, a Texas limited liability company, on behalf of said company.

[S E A L]

Notary Public in and for the State of Texas

STATE OF TEXAS §
 §
COUNTY OF _____ §

This instrument was acknowledged before me this _____ day of _____, 2020, by Sunny Sahota, as Managing Member of Barron Petroleum LLC., a Texas limited liability company, on behalf of said company.

[S E A L]

Notary Public in and for the State of Texas

EXHIBIT A

to Memorandum of Option to Purchase Oil and Gas Lease dated February 28, 2020, between I.W. Carson, LLC. as Lessor, and Barron Petroleum LLC as Lessee

OPTION ACREAGE

Acres	Abstract	Certificate	Survey	Grantee	Block
681.50	1922	1748	W pt. 3	H. Lawson	S-10
1098.80	2014	294	W pt. 10	M. Ashworth	S-10
477.70	2301	270	W pt. 14	M. A. Allen	S-10
1,334.80	2303	1623	4	M. M. Norman	S-10
1,334.80	2300	1037	9	S. Bailey	S-10
1,334.80	2302	941	16	E. C. Hamilton	S-10
556.85	1480	1977	10	E. J. Hullum	C-15
416.85	1484	2029	11 1/2	M. J. Main	C-15
640.00	2049	2004	10	CC&SF RR Co	G
640.00	1509	2005	11	CC&SF RR Co	G
640.00	2387	2006	14	CC&SF RR Co	G
640.00	1519	2015	31	CC&SF RR Co	G
640.00	2051	2014	30	CC&SF RR Co	G
640.00	1510	2014	29	CC&SF RR Co	G
1,115.00	1409	1649	9	B. P. Simmons	C-15
12,191.10*	Total				

*being all of the lands covered by and described in that certain Partition and Conveyance Deed dated September 26, 2008, recorded as Document No. 00246633, in Volume 1128, Page 709-726, Official Public Records of Val Verde County, Texas, save and except that certain 1,140 acres, more or less, described in Oil and Lease dated the 31st day of December, 2018, a memorandum of which is recorded as Document Number 00311551, Official Public Records of Val Verde County, Texas, as amended by Amendment of Oil and Gas Lease dated March 14, 2019, recorded as Document Number 00312441, Official Public Records of Val Verde County, Texas.

INTENTIONALL
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MEMORANDUM OF OPTION TO PURCHASE OIL AND GAS LEASE

NOTICE IS HEREBY GIVEN that effective as of the 28th day of February, 2020, an Option to Purchase Oil and Gas Lease (the "Option") was made and entered into by and between by and between **I.W. Carson, LLC.**, whose address is 6725 Hwy. 380, Snyder, Texas 79549, therein called "Optionor", and **Barron Petroleum LLC**, whose address is 471 Hwy. 67, Graham, Texas 76450, therein called "Optionee", in which Optionor granted unto Optionee, for a period expiring at midnight on February 28 2021, the exclusive option to acquire an oil and gas lease or leases covering all or a portion of the lands in Val Verde County, Texas, more particularly described on attached Exhibit A. Reference is made to the Option for a more particular description of the terms of said Option, executed copies of which are in the possession of Optionee at its address indicated above.

EXECUTED as of the respective acknowledgement dates of the signatory parties hereto, but effective as of February 28, 2020. This instrument may be executed in a number of counterparts, with each such counterpart being considered an original and binding on any party executing same, and for the sake of simplicity in the recording hereof, the signatory and acknowledgment pages of each party signing any such counterpart may be detached from the executed counterpart and attached to the counterpart executed by Optionor, and if so attached and recorded, shall be considered for all purposes to be properly signed as though all of said parties executed one instrument.

OPTIONOR

I.W. CARSON, LLC

By: _____
Clay Childress, Co-Manager

By: _____
Allen Claburn, Co-Manager

By: _____
Buddy Baldrige, Co-Manager

OPTIONEE

BARRON PETROLEUM LLC.

By: _____
Sunny Sahota, Managing Member

ACKNOWLEDGEMENTS

STATE OF TEXAS §
 §
COUNTY OF CROCKETT §

This instrument was acknowledged before me this ____ day of _____, 2020, by Clay Childress, Co-Manager of **I. W. CARSON, L.L.C.**, a Texas limited liability company, on behalf of said company.

[S E A L]

Notary Public in and for the State of Texas

STATE OF TEXAS §
 §
COUNTY OF CROCKETT §

This instrument was acknowledged before me this ____ day of _____, 2020, by Alan Claburn, Co-Manager of **I. W. CARSON, L.L.C.**, a Texas limited liability company, on behalf of said company.

[S E A L]

Notary Public in and for the State of Texas

STATE OF TEXAS §
 §
COUNTY OF KENT §

This instrument was acknowledged before me this ____ day of _____, 2020 by Buddy Baldrige, Co-Manager of **I. W. CARSON, L.L.C.**, a Texas limited liability company, on behalf of said company.

[S E A L]

Notary Public in and for the State of Texas

EXHIBIT A

to Memorandum of Option to Purchase Oil and Gas Lease dated February 28, 2020, between I.W. Carson, LLC. as Lessor, and Barron Petroleum LLC as Lessee

OPTION ACREAGE

Acres	Abstract	Certificate	Survey	Grantee	Block
681.50	1922	1748	W pt. 3	H. Lawson	S-10
1098.80	2014	294	W pt. 10	M. Ashworth	S-10
477.70	2301	270	W pt. 14	M. A. Allen	S-10
1,334.80	2303	1623	4	M. M. Norman	S-10
1,334.80	2300	1037	9	S. Bailey	S-10
1,334.80	2302	941	16	E. C. Hamilton	S-10
556.85	1480	1977	10	E. J. Hullum	C-15
416.85	1484	2029	11 1/2	M. J. Main	C-15
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640.00	2387	2006	14	CC&SF RR Co	G
640.00	1519	2015	31	CC&SF RR Co	G
640.00	2051	2014	30	CC&SF RR Co	G
640.00	1510	2014	29	CC&SF RR Co	G
1,115.00	1409	1649	9	B. P. Simmons	C-15
12,191.10*	Total				

*being all of the lands covered by and described in that certain Partition and Conveyance Deed dated September 26, 2008, recorded as Document No. 00246633, in Volume 1128, Page 709-726, Official Public Records of Val Verde County, Texas, save and except that certain 1,140 acres, more or less, described in Oil and Lease dated the 31st day of December, 2018, a memorandum of which is recorded as Document Number 00311551, Official Public Records of Val Verde County, Texas, as amended by Amendment of Oil and Gas Lease dated March 14, 2019, recorded as Document Number 00312441, Official Public Records of Val Verde County, Texas.

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January 28, 2020

Barron Petroleum LLC
471 Hwy 67
Graham, Texas 76450

**Re: *Oil & Gas Leases dated December 31, 2018, between I. W. Carson, LLC,
as Lessor, and Deadwood Cattle Co., Ltd., as Lessee
Val Verde County, Texas***

Gentlemen:

By Assignment of Interest in Oil, Gas and Mineral Lease dated effective June 17, 2019, recorded as Document Number 00314110, Official Public Records of Val Verde County, Texas (the "Subject Assignment"), Barron Petroleum, LLC ("Barron"), assigned an undivided forty nine percent (49%) working interest in the captioned lease (the "Subject Lease") to the following entity:

Heartland Production & Recovery, LLC
99 Regency Parkway, Unit 209
Mansfield, Texas 76063.

Paragraph 9 of the Subject Lease requires that any assignment of the lease in whole or in part requires the written consent of Lessor. Lessor is agreeable to granting consent to the Subject Assignment conditioned upon the following:

A. Barron's agreement that nothing in this conditional letter of consent or the Subject Assignment shall be deemed or is intended to relieve the original lessee or Barron of its obligations under the Subject Lease; and

B. This conditional letter of acceptance is limited to the assignment transaction described above, and any further assignment of the Subject Lease will require the written consent of Lessor in accordance with the terms of the Subject Lease.

If this conditional letter of consent is agreeable, please evidence your agreement by executing in the space provided below and returning one (1) fully executed copy to this office. This Letter may be executed in multiple counterparts, each of which shall be deemed an original and all of which together shall be deemed to be one and the same instrument, but shall not be effective until such time as counterparts have been executed by all parties. If counterparts of this instrument are executed, the signatures of the parties, as affixed hereto, may be combined in, treated and given effect for all purposes as a single instrument.

I. W. CARSON, L.L.C.

By: _____
Clay Childress, Co-Manager

By: _____
Allen Claburn, Co-Manager

By: _____
Buddy B. Baldrige, Co-Manager

ACCEPTED AND AGREED TO
this ____ day of _____, 2020

BARRON PETROLEUM LLC

By: _____
Sunny Sahota, Managing Member

INTENTIONALLY
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AMENDMENT OF OIL AND GAS LEASE DOCUMENTS

Reference is made to the following documents (collectively, the "Lease Documents"), all executed by and between I. W. Carson, LLC, ("Lessor"), and Deadwood Cattle Co., Ltd. ("Lessee"), and all covering that certain 1,140 acres, more or less, in Val Verde County, Texas, more particularly described on attached Exhibit A (the "Leased Premises"):

- I. Oil and Lease (the "Subject Lease") dated the 31st day of December, 2018, a memorandum of which is recorded as Document Number 00311551, Official Public Records of Val Verde County, Texas, as amended by Amendment of Oil and Gas Lease dated March 14, 2019, recorded as Document Number 00312441, Official Public Records of Val Verde County, Texas, covering 1,140 acres, more or less, in Val Verde County, Texas, said lands being more particularly described on attached Exhibit A (the "Leased Premises");
- II. Supplemental Agreement dated the 31st day of December, 2018; and
- III. Memorandum of Oil and Gas Lease and Supplemental Agreement dated December 31, 2018, between I. W. Carson, LLC and Deadwood Cattle Co., Ltd., a memorandum of which is recorded as Document Number 00311551, Official Public Records of Val Verde County, Texas.

WHEREAS, I .W. Carson, LLC, the present owner and holder of all rights of Lessor under the Subject Documents, desires to amend the Subject Documents as hereinafter provided.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the undersigned do hereby amend the Subject Lease as follows:

I.

Paragraph 2 of the Subject Lease is hereby deleted and the following substituted in lieu and in complete substitution therefor:

"2. Subject to the other provisions herein contained, this lease shall remain in force for a term of three (3) years, and as long thereafter as oil or gas, either or both, is produced from said land."

II.

Paragraph 27 of the Subject Lease is hereby deleted in its entirety as though such Paragraph had never been included in the Subject Lease.

III.

The Lease Documents are hereby amended to the extent necessary to reflect that (i) the Leased Premises are located in Val Verde County, Texas; and (ii) the Lease Documents are effective to cover all of the lands described on attached Exhibit A.

IV.

The second paragraph of the Supplemental Agreement is hereby deleted and the following substituted in lieu and in place thereof:

Lessee recognizes and acknowledges that the surface estate of the Leased Premises is owned by Sleepy Hollow Enterprises, Ltd, (the "Surface Owner"). For all purposes of this Supplemental Agreement, the terms "Lessor" and "Surface Owner" shall mean and refer exclusively to the Surface Owner, and its successors and assigns; and all surface damages provided for in this Supplemental Agreement shall be paid exclusively to the Surface Owner. In connection therewith, Lessor and Lessee agree, for the consideration set forth in the Lease, that Lessee shall be entitled to use the surface of the Leased Premises for the uses and purposes, express or implied, set forth in the Lease as if the Surface Owner was a Lessor under the Lease, and to cooperate reasonably in connection with Lessee's operations provided Lessee will in turn agree in writing to conduct Lessee's operations with respect to any wells drilled or operated by Lessee on the Leased Premises so as to provide what Lessor and the Surface Owner consider to be reasonable protection, as follows:

For the same consideration, Lessor does hereby recognize, acknowledge and affirm that the Lease Documents are in all respects in full force and effect insofar as same cover the Leased Premises; and Lessor does hereby lease, let and demise the Leased Premises unto the Lessee named in the Subject Lease, its successors and permitted assigns, on the same terms and provisions as set forth in the Subject Lease, as herein amended.

EXECUTED as of the acknowledgment dates of the signatory parties; effective as of December 31, 2018. This document may be executed in multiple counterparts, each of which shall be deemed an original and all of which together shall be deemed one and the same instrument, but shall not be effective until such time as counterparts are executed by all parties. If counterparts are executed, the signatures of the parties, as affixed hereto, may be combined in, treated and given effect for all purposes as a single instrument.

I. W. CARSON, L.L.C.

By: _____
Clay Childress, Co-Manager

By: _____
Alan Claburn, Co-Manager

By: _____
Buddy Baldridge, Co-Manager

ACKNOWLEDGEMENTS

STATE OF TEXAS §
 §
COUNTY OF CROCKETT §

This instrument was acknowledged before me this ____ day of _____, 2020, by Clay Childress, Co-Manager of **I. W. CARSON, L.L.C.**, a Texas limited liability company, on behalf of said company.

[S E A L]

Notary Public in and for the State of Texas

STATE OF TEXAS §
 §
COUNTY OF CROCKETT §

This instrument was acknowledged before me this ____ day of _____, 2020, by Alan Claburn, Co-Manager of **I. W. CARSON, L.L.C.**, a Texas limited liability company, on behalf of said company.

[S E A L]

Notary Public in and for the State of Texas

STATE OF TEXAS §
 §
COUNTY OF KENT §

This instrument was acknowledged before me this ____ day of _____, 2020 by Buddy Baldrige, Co-Manager of **I. W. CARSON, L.L.C.**, a Texas limited liability company, on behalf of said company.

[S E A L]

Notary Public in and for the State of Texas

**EXHIBIT A
TO
AMENDMENT OF OIL AND GAS LEASE DOCUMENTS**

VAL VERDE COUNTY, TEXAS

Leased Premises

W/2 of W. Pt of Section 14, containing 477.70 acres, more or less, from Abstract 2301, Certificate 270, Survey W. Pt. Grantee M. Allen, Block S-10;

524.30 acres Abstract 2575, Certificate 629, Survey SW Pt. 12, Grantee Robert Ashley, Block C-15; and

Easternmost 140 acres of the Mrs. M. J. Main Survey, Abstract No. 1484

Said W. Pt. of Section 14 and the SW Pt. of Section 12 being the same property described in tract (d) in that certain Royalty Deed dated effective June 1, 1991, from Ira Carson Trust to Carson Ranches Limited Partnership, recorded in Volume 471, Page 395, Official Public Records of Crockett County, Texas.

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RELEASE OF OPTION TO EXERCISE OIL AND GAS LEASE

STATE OF TEXAS §
 §
COUNTY OF VAL VERDE §

Reference is made to Option to Exercise Oil and Gas Lease (the "Lease Option") dated November 6, 2018, by and between I. W. Carson, LLC, as Assignor, and Deadwood Cattle Co. LLC, as Assignee, covering the lands in Val Verde County, Texas, which are described on attached Exhibit A (the "Option Lands").

DEADWOOD CATTLE CO., LLC, a Texas limited liability company, owner and holder of all rights of Assignee under the Lease Option, hereby gives notice that all option rights granted to Assignee in the Lease Option have been exercised, and Assignee hereby agrees that the Lease Option is terminated and hereby releases, relinquishes and surrenders all its right, title and interest in and to the Lease Option and all lands covered thereby.

EXECUTED as of the date of the acknowledgment below.

DEADWOOD CATTLE CO., LLC

By: _____
Douglas Renfro, Managing Partner

STATE OF TEXAS §
 §
COUNTY OF WISE §

The foregoing instrument was acknowledged before me on _____, 2020, by Douglas Renfro, the Managing Partner of **DEADWOOD CATTLE CO., LLC**, a Texas limited liability company, as the act and deed on behalf of such limited liability company.

[seal]

Notary Public for the State of Texas

EXHIBIT A
To
Release of Option to Exercise Oil and Gas Lease

OPTION LANDS

Acres	Abstract	Certificate	Survey	Grantee	Block
681.50	1922	1748	W pt. 3	H. Lawson	S-10
1098.80	2014	294	W pt. 10	M. Ashworth	S-10
955.40	2301	270	W pt. 14	M. A. Allen	S-10
524.30	2575	629	SW pt. 12	Robert Ashley	C-15
1,334.80	2303	1623	4	M. M. Norman	S-10
1,334.80	2300	1037	9	S. Bailey	S-10
1,334.80	2302	941	16	E. C. Hamilton	S-10
556.85	1480	1977	10	E. J. Hullum	C-15
556.85	1484	2029	11 1/2	M. J. Main	C-15
640.00	2049	2004	10	CC&SF RR Co	G
640.00	1509	2005	11	CC&SF RR Co	G
640.00	2387	2006	14	CC&SF RR Co	G
640.00	1519	2015	31	CC&SF RR Co	G
640.00	2051	2014	30	CC&SF RR Co	G
640.00	1510	2014	29	CC&SF RR Co	G
1,115.00	1409	1649	9	B. P. Simmons	C-15
13,333.10	Total				

*being all of the lands covered by and described in that certain Partition and Conveyance Deed dated September 26, 2008, recorded as Document No. 00246633, in Volume 1128, Page 709-726, Official Public Records of Val Verde County, Texas 2019, recorded as Document Number 00312441, Official Public Records of Val Verde County, Texas.

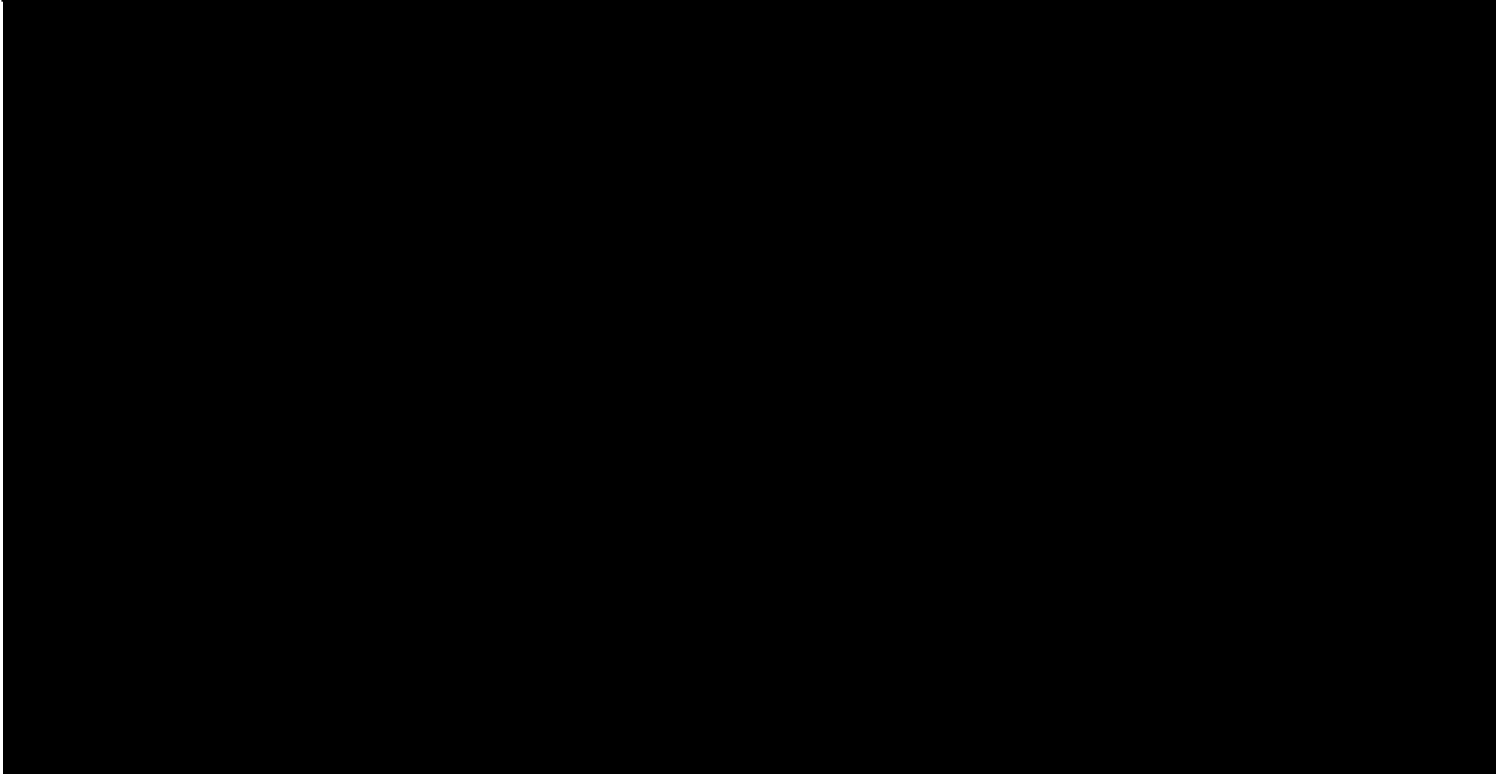
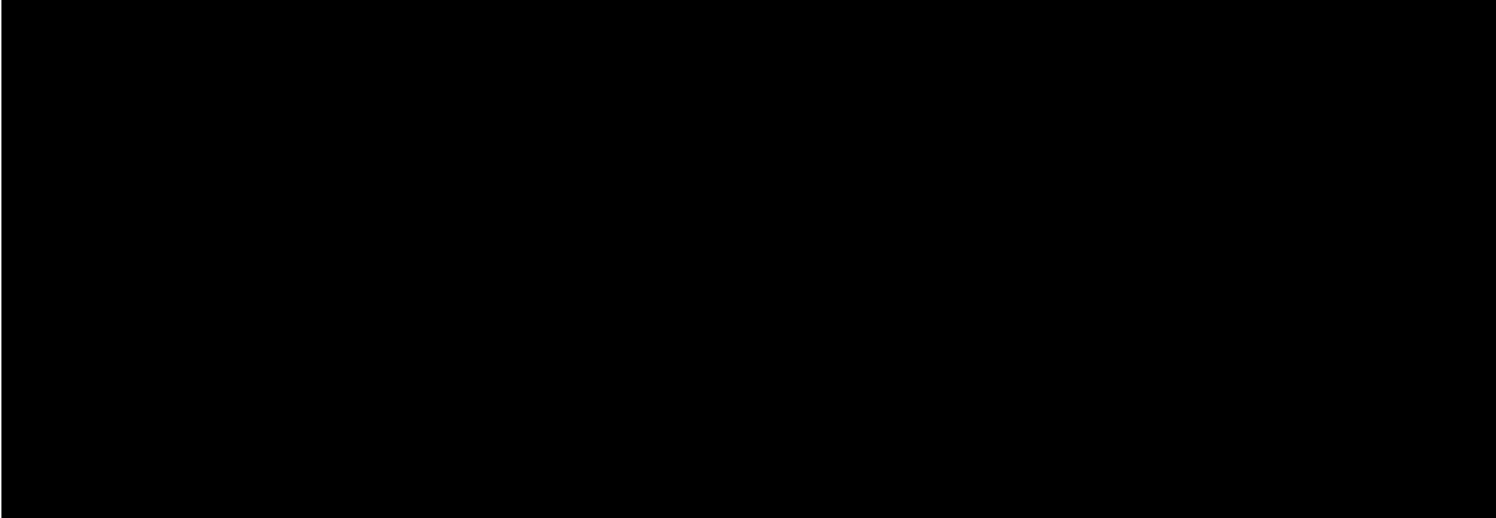
EXHIBIT E

Rushing, Danielle



Attachments:

Option Agreement--I. W. Carson LLC_Barron Petroleum LLC--Val Verde County-.DOCX



Begin forwarded message:

From: Roger - ARCOOIL CORP <roger@arcooil.com>
Date: March 4, 2020 at 7:50:45 PM CST
To: Rustin Brunson <rustin@theheartlandgroup.net>
Subject: Carson Lease Option

Warm Regards;

ARCOOIL CORP

471 State Highway 67
Graham, Texas 76450

Roger Sahota

Office: 1-940-549-4444

Direct: 1-214-778-8968

Fax: 1-214-594-5222

Email: roger@arcooil.com

Web: www.arcooil.com

Conference Call USA: 1-213-603-9096 (Code # 98325171)

Conference Call Canada: 1-646-663-7200 (Code #98325171)

"An American Company Producing American Energy"

OPTION TO PURCHASE OIL AND GAS LEASE

THIS OPTION TO PURCHASE OIL AND GAS LEASE dated effective as of February 28, 2020, by and between between **I.W. Carson, LLC.**, whose address is 6725 Hwy. 380, Snyder, Texas 79549, herein called "Optionor", and **Barron Petroleum LLC**, whose address is 471 Hwy. 67, Graham, Texas 76450, herein called "Optionee".

Optionor desires to give and grant to Optionee an exclusive option to purchase an oil and gas lease or leases covering Optionor's oil and gas interest in all or any part of the lands described on Exhibit A attached hereto and made a part hereof for all purposes (hereinafter called the "Option Acreage").

For good and valuable consideration, the receipt and sufficiency of which is acknowledged, and for the mutual benefits to be derived herefrom, Optionor and Optionee hereby agree as follows:

I.

LEASE OPTION

For the consideration of Five Hundred Thousand Dollars (\$500,000.00), Optionor hereby grants to Optionee the option rights in the Option Acreage set forth below:

A. First Option Period: For a period expiring at midnight on April 14, 2020 (the "First Option Period"), Option grants to Optionee an exclusive option to purchase from Optionor a lease covering Optionor's interest in oil, gas and associated hydrocarbons in the Option Acreage upon the following terms and conditions:

(i) The lease may cover all or any portion of the Option Acreage; provided, however, that if Optionee elects to exercise the option rights herein granted, then Optionee is obligated to acquire a lease covering a minimum of 3,000 gross surface acres.

(ii) The lease documents shall consist of the Oil and Gas Lease, Supplemental Agreement and Memorandum of Oil and Gas Lease and Supplemental Agreement (the "Initial Lease Documents") on the forms attached hereto as Exhibits B-1, B-2 and B-3;

(iii) As consideration for the execution and delivery of the Initial Lease Documents, Optionee shall pay to Optionor a cash bonus of One Thousand Six Hundred Fifty Dollars (\$1,650.00) per net mineral acre for all acreage selected for lease by Optionee;

(iv) On or before the expiration of the First Option Period, Optionee shall notify Optionor in writing specifying the portion of the Option Acreage on which Optionee desires to purchase a lease in accordance with the terms and provisions hereof, and shall provide along with such notice (i) two (2) copies of the Lease Documents, dated as of the date of the written notice exercising the option rights herein granted and executed and acknowledged by Optionee and (ii) its check, payable to Optionor, in an amount equal to One Thousand Six Hundred Fifty Dollars (\$1,650.00) per net mineral acre for all acreage selected for lease by Optionee. No later than ten (10) days after receipt by Optionor of the

notice and check described above, Optionor will execute and deliver to Optionee one (1) original of each of the Initial Lease Documents.

(v) If the option to lease is exercised by Optionee in compliance with the foregoing provisions, Optionee shall record the memorandum of lease and provide Optionor with a recorded copy thereof.

(vi) If, at the expiration of the First Option Period, Optionee has not exercised the lease option in accordance with the foregoing provision, or if after providing written notice of the exercise of the option, fails to timely pay the lease bonus, the option to lease shall in all respects terminate and be of no further force or effect. Optionee agrees to promptly and properly execute, acknowledge and record a full release of this Option if Optionee elects not to exercise its option rights.

B. Second Option Period: If Optionee timely exercises and timely and fully funds the initial option in compliance with the foregoing terms, then Optionee shall have a continuing exclusive option, for a period expiring at midnight on May 29, 2020 (the "Second Option Period"), to purchase from Optionor a lease covering Optionor's interest in oil, gas and associated hydrocarbons in all or any portion of the Option Acreage not previously included in the Initial Lease Documents; provided, however, that if Optionee elects to exercise the second option rights herein granted, then Optionee is obligated to acquire a lease covering a minimum of 3,000 gross surface acres

(i) The lease document for the Second Option Period shall consist of the First Amendment of Oil and Gas Lease Documents (the "Second Option Period Lease Document") on the form attached hereto as Exhibit C, which amends the lands covered by the Initial Lease Documents to include the additional acreage selected for lease by Optionee;

(ii) As consideration for the execution and delivery of the Second Option Period Lease Document, Optionee shall pay to Optionor a cash bonus of Three Hundred Dollars (\$300.00) per net mineral acre for all acreage selected for lease by Optionee;

(iii) On or before the expiration of the Second Option Period, Optionee shall notify Optionor in writing specifying the portion of the Option Acreage on which Optionee desires to purchase a lease in accordance with the terms and provisions hereof, and shall provide along with such notice (i) two (2) copies of the Second Option Period Lease Document, dated as of the date of the written notice exercising the option rights herein granted and executed and acknowledged by Optionee and (ii) its check, payable to Optionor, in an amount equal to One Thousand Six Hundred Fifty Dollars (\$1,650.00) per net mineral acre for all acreage selected for lease by Optionee. No later than ten (10) days after receipt by Optionor of the notice and check described above, Optionor will execute and deliver to Optionee one (1) original of the Second Option Period Lease Document.

(iv)) If the option to lease is exercised by Optionee in compliance with the foregoing provisions of this Section B, Optionee shall record the Second Option Period Lease Document and provide Optionor with a recorded copy thereof.

(v) If, at the expiration of the Second Option Period, Optionee has not exercised the lease option in accordance with the foregoing provisions of this Section B, or if after providing written notice of the exercise of the option, fails to timely pay the lease bonus, the option to lease during the Second Option Period shall in all respects terminate and be of no further force or effect. In such event, Optionee agrees to promptly and properly execute, acknowledge and record a full release of this Option as to all remaining lands covered thereby.

C. Final Option Period: If Optionee timely exercises and timely and fully funds the initial and second options in compliance with the foregoing terms, then Optionee shall have a continuing exclusive option, for a period expiring at midnight on February 28, 2021 (the "Final Option Period"), to purchase from Optionor a lease covering Optionor's interest in oil, gas and associated hydrocarbons in all, but not less than all of the Option Acreage not previously included in the Initial Lease Documents and Second Option Period Lease Document;

(i) The lease document for the Final Option Period shall consist of the Second Amendment of Oil and Gas Lease Documents (the "Final Option Period Lease Document") on the form attached hereto as Exhibit D, which amends the lands covered by the Initial Lease Documents and Second Option Period Lease Document to include the additional acreage selected for lease by Optionee;

(ii) As consideration for the execution and delivery of the Final Option Period Lease Document, Optionee shall pay to Optionor a cash bonus of One Thousand Six Hundred Fifty Dollars (\$1,650.00) per net mineral acre for all acreage selected for lease by Optionee;

(iii) On or before the expiration of the Final Option Period, Optionee shall notify Optionor in writing specifying the portion of the Option Acreage on which Optionee desires to purchase a lease in accordance with the terms and provisions hereof, and shall provide along with such notice (i) two (2) copies of the Final Option Period Lease Document, dated as of the date of the written notice exercising the option rights herein granted and executed and acknowledged by Optionee and (ii) its check, payable to Optionor, in an amount equal to One Thousand Six Hundred Fifty Dollars (\$1,650.00) per net mineral acre for all acreage selected for lease by Optionee. No later than ten (10) days after receipt by Optionor of the notice and check described above, Optionor will execute and deliver to Optionee one (1) original of the Final Option Period Lease Document.

(iv) If the option to lease is exercised by Optionee in compliance with the foregoing provisions of this Section C, Optionee shall record the Final Option Period Lease Document and provide Optionor with a recorded copy thereof.

(v) If, at the expiration of the Final Option Period, Optionee has not exercised the lease option in accordance with the foregoing provisions of this Section C, or if after providing written notice of the exercise of the option, fails to timely pay the lease bonus, the option to lease during the Final Option Period shall in all respects terminate and be of no further force or effect. In such event, Optionee agrees to promptly and properly execute,

acknowledge and record a full release of this Option as to all remaining lands covered thereby.

III.

LIMITATION ON ASSIGNMENT

The option rights granted herein to Optionee are personal and may not be assigned in whole or in part without the prior written consent of Optionor.

IV.

NO WARRANTY

This Option is granted without representations or warranties of any kind with respect to the Option Acreage; nor does Optionor represent that the Option Acreage is available for lease. Optionee hereby acknowledges its obligation to satisfy itself with respect to Optionor's interest and the availability of the Option Acreage for purposes of the option rights herein granted. Optionor intends by execution hereof to commit to this Option only such lands and depths constituting the Option Acreage as are currently available for lease as reflected by the records of Val Verde County, Texas. Optionee agrees to provide Optionor with a complete copy of any and all title opinions obtained by Optionee on the Option Acreage.

V.

NOTICES

All notices or requests for approval and responses thereto required or permitted by this Option shall be in writing and shall be effective if given by letter or other writing and either mailed, transmitted by electronic mail, by commercial courier service or hand delivered to the other person(s) entitled thereto at his/her/its designated address. All mailed notices shall be considered as received not later than seven days after the date of delivery to the United States Postal Service, unless a party has sent a notice by certified mail, in which case the notice shall be considered to have been delivered on the date shown on the return receipt. Notices sent by electronic mail shall be considered as delivered on the day of transmission, if a receipt is requested and demonstrates delivery, or two days after the date of electronic mail if no receipt is received (but only if no notice has been received by the transmitting party of an erroneous transmission). Notice sent by commercial courier service shall be considered delivered two days after the party delivers it to a commercial courier service for delivery. The parties specifically intend that notices pursuant to this agreement may be given by facsimile or by the exchange of documents in electronic format in accordance with the Uniform Electronic Transfer Act (Tex. Bus. & Com. Code § 43.001 et seq.).

If such notice or request is to Optionor, then to:

I. W. Carson, LLC
6725 Highway 380
Snyder, Texas 79549

with a simultaneous copy to:

David W. Childress
2111 Briarwood Drive
Houston, TX 77057

If such notice or request is to Optionee then to:

Barron Petroleum LLC
471 Hwy. 67
Graham, Texas 76450

–

Optionor and Optionee may change the address for receipt of notice by giving the other party notice in writing of the change of address.

VI.

MISCELLANEOUS

1. The terms, covenants and conditions of this Option shall be binding upon and shall inure to the benefit of Optionor and Optionee, and their respective successors, assigns and legal representatives.

2. This Option and the exhibits attached hereto constitute the entire agreement between the parties, supersede all prior agreements, understandings, negotiations and discussions, whether oral or written, of Optionor and Optionee. No supplement, amendment, alteration, modification, waiver or termination of this Option shall be binding unless executed in writing by both Optionor and Optionee. No waiver of any of the provisions of this Option shall be deemed or shall constitute a waiver of any other provisions hereof (whether or not similar) nor shall such waiver constitute a continuing waiver unless otherwise expressly provided for herein.

3. This Option may be executed in multiple counterparts and each executed counterpart shall be deemed an original and signature pages may be compiled to form one original and shall have the same effect as if one original had been executed by Optionor and Optionee.

4. In lieu of recording this Option, Optionor and Optionee agree to execute and Optionee agrees to record a memorandum on the form attached as Exhibit E.

OPTIONOR:

I.W. CARSON, LLC

By: _____
Clay Childress- Co-Manager

By: _____
Allen Claburn- Co-Manager

By: _____
Buddy Baldrige- Co-Manager

OPTIONEE

BARRON PETROLEUM LLC

By: _____
Sunny Sahota, Managing Member

ACKNOWLEDGMENTS

STATE OF TEXAS §
 §
 COUNTY OF _____ §

This instrument was acknowledged before me this ____ day of _____, 2020, by Clay Childress as Co-Manager of I. W. Carson, LLC., a Texas limited liability corporation, on behalf of said company.

[S E A L]

 Notary Public in and for the State of Texas

STATE OF TEXAS §
 §
 COUNTY OF _____ §

This instrument was acknowledged before me this ____ day of _____, 2020, by Allen Claburn as Co-Manager of I. W. Carson, LLC., a Texas limited liability corporation, on behalf of said company.

[S E A L]

 Notary Public in and for the State of Texas

STATE OF TEXAS §
 §
 COUNTY OF _____ §

This instrument was acknowledged before me this ____ day of _____, 2020, by Buddy Baldrige as Co-Manager of I. W. Carson, LLC., a Texas limited liability corporation, on behalf of said company.

[S E A L]

 Notary Public in and for the State of Texas

EXHIBIT A

to Option to Purchase Oil and Gas Lease dated February 28, 2020, between I.W. Carson, LLC. as Lessor, and Barron Petroleum LLC as Lessee

OPTION ACREAGE

Acres	Abstract	Certificate	Survey	Grantee	Block
681.50	1922	1748	W pt. 3	H. Lawson	S-10
1098.80	2014	294	W pt. 10	M. Ashworth	S-10
477.70	2301	270	W pt. 14	M. A. Allen	S-10
1,334.80	2303	1623	4	M. M. Norman	S-10
1,334.80	2300	1037	9	S. Bailey	S-10
1,334.80	2302	941	16	E. C. Hamilton	S-10
556.85	1480	1977	10	E. J. Hullum	C-15
416.85	1484	2029	11 1/2	M. J. Main	C-15
640.00	2049	2004	10	CC&SF RR Co	G
640.00	1509	2005	11	CC&SF RR Co	G
640.00	2387	2006	14	CC&SF RR Co	G
640.00	1519	2015	31	CC&SF RR Co	G
640.00	2051	2014	30	CC&SF RR Co	G
640.00	1510	2014	29	CC&SF RR Co	G
1,115.00	1409	1649	9	B. P. Simmons	C-15
12,191.10*	Total				

*being all of the lands covered by and described in that certain Partition and Conveyance Deed dated September 26, 2008, recorded as Document No. 00246633, in Volume 1128, Page 709-726, Official Public Records of Val Verde County, Texas, save and except that certain 1,140 acres, more or less, described in Oil and Lease dated the 31st day of December, 2018, a memorandum of which is recorded as Document Number 00311551, Official Public Records of Val Verde County, Texas, as amended by Amendment of Oil and Gas Lease dated March 14, 2019, recorded as Document Number 00312441, Official Public Records of Val Verde County, Texas.

EXHIBIT B-1

to Option to Purchase Oil and Gas Lease dated February 28, 2020, between I.W. Carson, LLC. as Lessor, and Barron Petroleum LLC as Lessee

OIL AND GAS LEASE

[SEE ATTACHED]

OIL AND GAS LEASE

THIS AGREEMENT is made this ____ day of _____, 202_, between **I. W. CARSON, LLC**, a Texas limited liability company, herein called Lessor, and **BARRON PETROLEUM LLC**, a Texas limited liability company, whose address is 471 Hwy 67, Graham, Texas 76450, herein called Lessee.

1. Subject to the hereinafter set out terms, covenants and conditions, Lessor, in consideration of Ten Dollars (\$10.00) in hand paid, receipt and sufficiency of which is hereby acknowledged, and of the royalties herein provided and other agreements of Lessee herein contained, hereby grants, leases and lets exclusively unto Lessee for the purpose of investigating, exploring, prospecting, drilling and operating for the producing of oil, gas and associated hydrocarbons, injecting gas, waters, other fluids and air into subsurface strata, laying pipelines, storing, building tanks, power stations, telephone lines, and other structures and things therein to produce, save, take care of, treat, process, store and transport said substances, including the right of ingress and egress, the following described land in Val Verde County, Texas, sometimes referred to hereinafter as the "Leased Premises":

See attached Exhibit "A".

2. Subject to the other provisions herein contained, this lease shall remain in force for a term of three (3) years, as same may be extended pursuant to Paragraph 14 (a) below (said lease, as same may be extended being called "primary term"), and as long thereafter as oil or gas, either or both, is produced from said land.

3. When production of oil and/or gas is secured, Lessee agrees to pay or cause to be paid to Lessor during the term hereof:

(a) Oil Royalty: As used herein, the term "oil" shall mean and refer to any hydrocarbons produced from the Leased Premises, regardless of gravity, capable of being produced in liquid form at the well by ordinary production methods including without limitation condensate, distillate and other liquid hydrocarbons recovered from oil or gas run through a separator or other equipment at the lease. As royalty on any and all oil produced from the Leased Premises pursuant to this lease, Lessee shall pay to Lessor twenty-five percent (25.0 %) of the gross oil production or the value thereof. The value of oil production shall be based on the highest posted price, plus premium, if any, offered or paid for oil, condensate, distillate, or other liquid hydrocarbons, respectively, of similar gravity and type in the general area, or the prevailing market price thereof in the general area, or the proceeds of the sale thereof, whichever is greater. Unless otherwise approved by Lessor, Lessee shall assure that gas produced from the Leased Premises that contains liquid hydrocarbons recoverable in commercial quantities is run through an adequate oil and gas separator of conventional type or other equipment at least as efficient to the end that all liquid hydrocarbons recoverable from the gas by such means will be recovered before the gas is sold, used, or processed in a plant, and royalty is paid thereon.

(b) Gas Royalty: As used herein, the term "gas" shall mean and refer to all natural gas produced from the Leased Premises (including casinghead gas) and all of its constituent

elements, including but not limited to sulfur contained in the gas, and natural gasoline, condensate, distillate, butanes, propanes, and other hydrocarbons condensed, absorbed, or separated out of or from the gas after it leaves the lease, including without limitation casinghead gas and flared or vented gas. Royalty shall be payable under this Paragraph 3(b) on all hydrocarbons produced from the Leased Premises other than oil. As royalty on any and all gas produced from the Leased Premises pursuant to this lease, Lessee shall pay to Lessor:

1. Twenty-five percent (25.0 %) of the gross production of gas not processed in a plant for the extraction of gasoline, liquid hydrocarbons or other products or the value thereof. The value of such gas production shall be determined on the basis of the greater of (a) the market value of the gas; or (b) the total value accruing to the producer from the sale or use of the production, including proceeds and any other thing of value received by Lessee or the operator; and

2. Twenty-five percent (25.0 %) of the gross production of gas processed in a plant for the extraction of gasoline, liquid hydrocarbons or other products or the value thereof, such value to be determined on the basis of (a) the highest value reasonably available to Lessee (valued as provided in Paragraph 3(f) below) if Lessee sells and delivers the gas at a point before the inlet to the processing plant to an unaffiliated third party processor; (b) if Lessee owns the processing plant in which the gas is processed or trades the gas for gas that is processed in a plant owned by Lessee, then the value of the gas shall be the value, determined as in Paragraph 3(b)(1) above of 100% of the residue gas and 100% of the liquids attributable to the gas produced from the Leased Premises; or (c) if Lessee sells the gas at or beyond the tailgate of the plant, but Lessee does not own the processing plant in which the gas is processed and does not trade the gas for gas that is processed in a plant owned by Lessee, then the value of the gas shall be the highest value, determined as in Paragraph 3(b)(1) above, of the fraction of residue gas and liquids attributable to the gas produced from the Leased Premises to which Lessee is entitled. For purposes of this lease, Lessee shall be deemed to own the processing plant if Lessee or Lessee's affiliate owns a five percent or greater interest in the plant. An "affiliate" includes, but is not limited to, the parent company or a subsidiary of Lessee, a corporation or other entity having common ownership with Lessee, a partner or joint venturer of Lessee with respect to the ownership or operation of the processing plant, a corporation or other entity in which Lessee owns a ten percent or greater interest, or any individual, corporation or other entity that owns a ten percent or greater interest in Lessee.

(c) Keep Whole: If oil or gas production from the Leased Premises is processed in a plant for the extraction of gasoline, liquid hydrocarbons or other products, the value of the gross production shall for purposes of determining royalty due never be less than if such gas had not been processed.

(d) Recycled Gas: Subject to the consent in writing of the Lessor, Lessee may inject gas into any oil or gas producing formation in the Leased Premises after the liquid hydrocarbons contained in the gas have been removed, and no royalties shall be payable on the gas so injected until such time as the same may thereafter be produced and sold or used.

(e) **Conservation:** Lessee shall use all reasonable means to prevent the underground or above ground waste of oil or gas and to avoid the physical waste, flaring or venting of gas produced from the Leased Premises.

(f) **No Deductions:** Lessee shall pay or cause to be paid royalties due under this lease without deduction for the cost of producing, gathering, storing, separating, treating, dehydrating, compressing, transporting, and otherwise making the oil, gas and other products hereunder ready for sale or use. For purposes of determining the royalty due, the gross production shall be valued at the point of sale and delivery from Lessee to an unaffiliated third party. In determining the value for royalty purposes of the oil, gas, and other products produced, no cost of producing, gathering, storing, separating, treating, dehydrating, compressing, transporting, and otherwise making the oil, gas and other products hereunder ready for sale or use shall be taken into account, whether borne by Lessee or by third-party purchasers. All such costs shall be the responsibility of the Lessee. Lessee shall exercise due diligence and use all reasonable efforts in marketing any and all production from the Leased Premises to obtain the best price reasonably available for the oil and gas.

4. **Royalty In Kind:** Notwithstanding anything contained herein to the contrary, Lessor may, at his option, at any time or from time to time, upon not less than ninety (90) days written notice to the holder of the lease, require that payment of the royalties accruing to such royalty owner under this lease be made in kind for a period(s) of not less than six (6) months, without deduction for costs incurred by Lessee for producing, gathering, storing, separating, compressing, transporting, treating and otherwise making the oil, gas and other products produced hereunder ready for sale or use. Lessor's written notice of election to take in kind shall designate the point at which Lessor, in Lessor's sole judgment, elects to take its royalty share of production in kind. Such delivery point shall be located at any mutually agreeable point from the wellhead and up to and including the point at which title or risk of loss to the hydrocarbons passes from Lessee to a non-affiliated purchaser. Notwithstanding the foregoing, Lessee shall pay all costs and expenses related to delivery of royalties in kind.

5. **Information:** The books, accounts and all other records, including a summary of Lessee's marketing arrangement (and, where requested by Lessor, copies of all pertinent contractual provisions of production contracts relating to the price received by Lessee) pertaining to production, transportation, sale and marketing shall be subject to inspection and examination in Lessee's offices by Lessor's designated representative. Lessor agrees to execute and to cause its designated representative to execute a mutually acceptable form of confidentiality agreement as a condition precedent to the delivery of any such information by Lessee. Each royalty payment shall be accompanied by a check stub, schedule, summary or other remittance advice showing the amount of royalty being paid and setting forth thereon all information listed and required under Texas Natural Resources Code § 91.502. Such information shall be provided monthly in an "industry standard" digital format.

6. **Shut-in Gas Royalty:** At any time, after the expiration of the primary term of this lease, if there is a gas well or wells on the above described land (and the term "gas wells" shall include wells capable of producing natural gas, condensate, distillate or any gaseous substance, which are classified as gas wells by any governmental authority having jurisdiction thereof) and

all such wells are shut-in before production or for ninety (90) consecutive days after production commences therefrom, and this lease is not otherwise being maintained in force and effect in accordance with some other provision hereof, then Lessee, or any assignee hereunder, agrees to pay or tender by delivering or mailing to the royalty owners entitled thereto annual shut-in gas royalty equal to the sum of Twenty five no/100 Dollars (\$25.00) per acre for each such net mineral acre then subject to this lease at the time such payment is made, and if such payment is made, it shall be considered that gas is being produced from the Leased Premises in paying quantities for one (1) year from the date such payment or tender is made, and in like manner subsequent annual royalty payments may be made or tendered and it will be considered under all provisions of this lease that gas is being produced from the Leased Premises in paying quantities during any annual period for which such royalty is paid or tendered. The first payment of shut-in gas royalty under any shut-in gas well shall be made by delivery or mail on or before ninety (90) days from the date all such wells are shut-in and subsequent payments may be made in a like manner; if ever, on or before the anniversary date all such wells are shut in. Such payments will not extend this lease for any single period in excess of more than two (2) consecutive years. However, Lessee shall be entitled to invoke the shut-in royalty provisions from time to time for periods not to exceed 2 years, provided that Lessee shall have actually marketed gas in paying quantities from the Leased Premises in good faith after the end of each prior period for which it has paid shut-in gas royalty payments under this lease.

7. **Drilling Operations:** If, after the expiration of the primary term, and prior to discovery of oil or gas on said land, Lessee should drill and abandon a dry hole or holes thereon, or if, after the expiration of the primary term, and after discovery of oil or gas, the production therefrom should cease from any cause, this lease shall not terminate if Lessee commences reworking or additional drilling operations or re-establishes production in paying quantities within ninety (90) days thereafter. If, at the expiration of the primary term, oil or gas is not then being produced on said land but Lessee is then engaged in actual drilling operations or the reworking of any well on said land, this lease shall remain in force in accordance with its terms so long as drilling or reworking operations are prosecuted with no cessation of more than ninety (90) consecutive days and if they result in production, so long thereafter as oil or gas is produced from said land. After a well capable of producing oil or gas has been completed on the Leased Premises, Lessee shall exercise the diligence of a reasonably prudent operator in drilling such additional well or wells as may be reasonably necessary to fully develop the Leased Premises and in marketing the production therefrom. Neither bonus, delay rentals, royalties, nor other fees paid or to be paid hereunder shall relieve Lessee from the obligation to fully develop the Leased Premises as the facts may justify and to the depth or depths necessary for effective protection against drainage by other wells on adjacent lands or leases.

8. **Location of Operations:** When requested by Lessor Lessee shall bury all pipelines. No wells shall be drilled at a location nearer than 2,500 feet from the ranch headquarters improvements without Lessor's written consent. No well shall be located within 1500 feet of any water well, water tank, water trough or livestock pens without written consent of Lessor. Lessee shall pay for damages caused by its operations to improvements, livestock, forage, surface or subsurface potable water and growing crops on said land. Lessee shall not have the right to use any water from the Leased Premises without Lessor's written consent.

9. **Assignment:** The rights of either party hereunder may be assigned in whole or in part and the provisions hereof shall extend to the heirs, executors, administrators, successors and assigns; provided, however, Lessee shall not make any assignment of this lease or any interests therein without the prior written consent of Lessor, which consent shall not be unreasonably withheld. Any change or division in ownership of the land or royalties, however, accomplished, shall not operate to enlarge the obligations or diminish the rights of Lessee. No such change or division in ownership of the land or royalty shall be binding upon Lessee for any purpose until ninety (90) days after such person acquiring any interest has furnished Lessee with the instrument or instruments, or certified copies thereof constituting his chain of title from the original Lessor. No assignment shall relieve Lessee of any obligations theretofore accrued under this lease, or impair any lien provided for by law.

10. **Warranty of Title:** This lease is given without warranty of title, either express or implied, and without recourse of any kind against Lessor. Lessee, at its option, may discharge any tax, mortgage or other lien upon said land, and in the event Lessee does so, it shall be subrogated to such lien with the right to enforce same and apply royalty accruing hereunder toward satisfying same. If Lessor owns an interest in said land less than the entire fee simple estate, then the royalties including shut-in gas royalties and overriding royalty to be paid Lessor shall be reduced proportionately.

11. **Release of Lease:** Lessee, its successors and assigns, shall have the right at any time to surrender this lease, in whole or in part, to Lessor by delivering or mailing a release hereof to Lessor, or by placing a release thereof of record in the county in which said land is situated; thereupon Lessee shall be relieved from all subsequent obligations, express or implied, of this agreement as to the acreage so surrendered. Notwithstanding a partial termination of this lease under the above provisions, it is agreed that Lessee shall have and retain such easements of ingress and egress over those lands originally covered hereby as shall be necessary to enable Lessee to develop and operate the portion or portions of this lease then in effect for the production of oil or gas therefrom; and, it is further agreed that it shall not be necessary for Lessee to remove or relocate any pipelines, compressor stations, tank batteries or other surface equipment or installations from any portions of this lease which have terminated for so long as same continue to be used for the development of and operations on such portions of this lease as are continued in force and effect. Lessee shall, within sixty (60) days after the expiration of this lease or parts hereof, file of record in the office of the County Clerk of Val Verde County, Texas, an instrument releasing this lease insofar as said lease has terminated, specifically describing by metes and bounds or other proper legal description the production unit for each producing well and the depth which may be retained by Lessee thereunder. In the event Lessee fails to timely record any release or partial release as provided for herein, Lessor agrees to give Lessee written notice by certified mail, return receipt requested, which notice shall be clearly labeled as "Demand for Release." In the event Lessee fails to timely furnish Lessor with a release or partial release of this lease, Lessor will be unable to lease or sell such acreage to any potential lessee or buyer until such release is provided. As of the date of this lease, it is difficult to ascertain the exact amount of damages, which Lessor would sustain due to lost prospects, lost bonuses, lost royalties and revenues if Lessee fails to timely file a proper release or partial release required under this lease. It is agreed between Lessor and Lessee that what follows is intended as a reasonable forecast of just compensation to Lessor for any failure or delay of Lessee in recording a release or partial release. In the event Lessee fails to timely

record any release or partial release required under this lease (it being agreed that Lessee shall have thirty (30) days from receipt of the Demand for Release to do so), then, in the absence of any good faith dispute regarding the need for such release, in addition to any other remedies provided for in this lease, Lessor may elect among the following remedies: (1) Lessee shall pay Lessor \$100.00 per day for each day of delay until such release is delivered to Lessor; or (2) Lessor may elect to file for record a release or partial release of leasehold rights which have terminated, which election shall be binding on Lessee, its successors and assigns. If Lessor is required to retain legal counsel to enforce this provision, then Lessee agrees and promises to pay Lessor's reasonable attorneys' fees and costs incurred in connection therewith.

12. **Force Majeure:** Should Lessee be prevented, through no fault of Lessee, 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, and acts of God, or any valid order, rule or regulation of government authority which restricts Lessee's rights 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.

13. Notwithstanding anything in this lease to the contrary:

(a) In addition to any other well or wells commenced on or before the expiration of the primary term (as herein extended), Lessee shall spud in a new well within one twenty (120) days after the expiration of the primary term unless on or before the expiration of the primary term, productive wells have been drilled on the Leased Premises to the maximum density permitted by the rules, regulations or orders of the Railroad Commission. Such well shall be drilled to completion in good faith and in a good and workmanlike manner with no cessation of more than sixty (60) consecutive days during such drilling operation. Upon the completion of such well, either as a dry hole or a producing well, Lessee will thereafter diligently conduct continuous drilling operations on the Leased Premises with no cessation of more than one twenty (120) days between the completion of one well, either as a dry hole or a producing well, and the commencement of drilling operations of the next well. Each such well shall also be drilled to completion or abandonment in good faith and in a good and workmanlike manner with no cessation of more than sixty (60) consecutive days without interruptions totaling more than ninety (90) days during each such drilling operation. This drilling obligation shall continue until wells have been drilled on the Leased Premises to the maximum density permitted by the rules, regulations or orders of the Railroad Commission. If a Railroad Commission rule or order allows the drilling of optional wells in any field underlying the Leased Premises, Lessee shall drill such optional wells in compliance with this provision. For purposes of this provision, the term "drilling operations" shall be deemed to be commenced when there shall have been erected on the Leased Premises at the location for such well equipment capable of drilling to the total depth permitted, and when such well shall be "spudded-in" and rotating. The term "completion," as used herein shall mean thirty (60) days after the date that the drilling rig is released from the well being drilled by Lessee.

(b) "Productive Acreage" as used in this Paragraph 13 shall mean and refer to as used herein with respect to a vertical well (whether classified as an oil or gas well) is intended to be the minimum number of acres which may be allocated to a well under regulations of the

Railroad Commission of Texas (or other governmental body having jurisdiction over production tracts) for maximum production of oil or gas under special field rules applicable to the area involved herein, but in no event more than 40 acres for an oil well and 160 acres for a gas well; provided, however, if no such special field rules have been adopted by the said Commission, then each such production unit shall be of the minimum size prescribed or permitted by state-wide spacing rules of the Texas Railroad Commission or other governmental body then having jurisdiction. The term "Productive Acreage" as used herein with respect to a horizontal well (whether classified as an oil or gas well), is intended to be the number of acres designated as a spacing pattern for the field under applicable special field rules for horizontal wells established by the Railroad Commission of Texas or other governmental authority having jurisdiction; provided, however, if no such horizontal special field rules have been adopted by the said Commission, then each such production unit shall be the minimum size prescribed or permitted by state-wide horizontal field rules but in no event shall any such Productive Acreage with respect to a horizontal well exceed 320 acres. "Unproductive Depths" as used in this Paragraph 13 shall mean, as to a vertical well, all depths below the stratigraphic equivalent of the deepest perforated interval in each well, and as to a horizontal well shall mean all depths below the base of the deepest producing formation in each well. After such partial termination, the lease on each separate production unit shall, for the purpose of determining its maintenance in force by production or operations, be treated as if it were a separate lease from the lease or leases covering the production unit for each of the other wells, so that thereafter, this lease shall as to each such production unit, remain in force only so long as oil and/or gas is produced from such production unit or the lease is otherwise maintained in force under some other provision of this lease.

(c) If any well is not timely spudded in or is not drilled as required in Paragraph 13(a), then, notwithstanding any provision in this lease to the contrary, this lease will terminate as to all acreage in the Leased Premises except Productive Acreage and as to all Unproductive Depths underlying Productive Acreage. The effective date of such termination shall always be the date that Lessee failed to spud in a well as required under Paragraph 13(a). If on such effective date Lessee is diligently drilling or completing a well on the Leased Premises or is diligently working to establish the Productive Acreage for any completed well on the Leased Premises, then the Productive Acreage ultimately established for these types of wells shall also remain included in this lease under this Paragraph 13(c); provided, however, that the effective date of the lease termination in these situations shall still be the date that Lessee failed to spud in a well as required under Paragraph 13(a).

14. **Surface Easement:** Upon the termination of this lease pursuant to Paragraph 13 as to a part but not all of the Leased Premises, Lessee shall have a continuing non-exclusive easement across the surface of the Leased Premises for access to that portion of the Leased Premises with respect to which this lease is not terminated, and, Lessor shall have, and expressly reserves, an easement over, across and through the retained Leased Premises, including all of the retained depths and formations, to enable exploration for, and production and development of, oil, gas and/or minerals from any depths and lands which are not thereafter subject to this lease. Lessor, its agent or assignee, shall not have the right to use any well bores drilled by Lessee or any equipment installed by Lessee in connection with any such drilling or production operations on any wells located on acreage still subject to this lease without the written consent of Lessee. The easement reserved herein by Lessor shall be fully assignable by Lessor to any party, including any

oil, gas and mineral Lessee of depths or lands no longer subject to this lease, and in the event Lessor assigns such easement to any third party, Lessee shall look only to such third party, and not to Lessor, for any claims, costs, expenses or damages occasioned by such third party's use of the easement herein reserved, specifically including, but not limited to, any claims that such third party's activities interfered with or damaged Lessee's well(s), reserves, equipment, operations, or other rights hereunder.

15. **Protection from Drainage:** Lessee shall adequately protect the oil and gas under Leased Premises from drainage from adjacent lands or leases, including Lessor's lands leased at a lesser royalty. If oil or gas should be produced in paying quantities from a well located within 660 feet of the Leased Premises, Lessee shall, within ninety (90) days after first production from the offset well, begin in good faith and pursue diligently operations leading to the drilling of an offset well and such offset well shall be drilled to such depth as may be necessary to prevent drainage of the Leased Premises, and Lessee shall use all means necessary in a good faith effort to make such offset well produce oil or gas in paying quantities. In lieu of drilling an offset well, Lessee shall have the option of either (i) releasing this lease as to a tract of land the size and configuration of which shall be determined by using the formulas set out in Paragraph 13(b) or (ii) paying to Lessor, as royalty (beginning ninety [90] days after first production of the draining well is reported to the Railroad Commission), a sum equal to the payments which would be payable under this lease on the production from such offset well had same been produced from the Leased Premises and, as long as Lessee may elect to pay such compensatory royalty in lieu of drilling an offset well, this lease shall be continued in force and effect in the same manner and to the same extent as if such offset well had been drilled on the Leased Premises. Payment of the bonus, royalties paid or to be paid, shut-in royalty, or other amounts due hereunder shall not relieve Lessee from its obligations under this Paragraph. Payment of the bonus, royalties paid or to be paid, shut-in royalty, or other amounts due hereunder shall not relieve Lessee from its obligations under this Paragraph 15.

16. If this lease is forfeited or terminated for any reason, Lessee shall not remove the casing or any part of the equipment from any producing, dry, or abandoned well or wells without the written consent of Lessor; nor shall Lessee, without the written consent of Lessor, remove from the Leased Premises the casing or any other equipment, material, machinery, appliances or property owned by Lessee and used by Lessee in the development and production of oil or gas therefrom, until all dry or abandoned wells have been plugged to the satisfaction of the Railroad Commission of Texas and until all slush or refuse pits have been properly filled and all broken or discarded lumber, machinery, or debris shall have been removed from the Leased Premises to the satisfaction of Lessor.

17. **Operations:**

(a) **Well Location:** Prior to commencement of any surface preparation in connection with a drill site or the construction of a road to a drill site, Lessee shall obtain any necessary easements, pay amounts required under the current University of Texas Lands Rate and Damage Schedule, and give notice to Lessor and the surface occupant.

(b) **Hydraulic Fracturing:** Prior to commencement of any surface preparation in connection with a hydraulic fracturing, to include frac pits, pipelines, etc., Lessee shall obtain

any necessary easements, pay amounts required under the current University of Texas Lands Rate and Damage Schedule, and give notice to Lessor and the surface occupant.

(c) Railroad Commission Forms: Copies of all forms and other information filed with the Railroad Commission of Texas pertaining to operations under this lease shall be filed simultaneously by Lessee with Lessor. Lessee shall submit copies to Lessor of correspondence and other information received by Lessee from the Railroad Commission of Texas or from third parties within ten (10) days after receipt by Lessee, the operator, or other contractor or agent of Lessee.

(d) Logs: Lessee shall have an electric or radioactivity survey made of the bore-hole section, from the surface of the ground to the total depth of the well, of all wells drilled on the Leased Premises and shall provide a copy of each and every log of each required survey, along with copies of logs of all other bore-hole surveys completed with respect to the well, to Lessor within fifteen (15) days after the making of the survey.

18. Use of the Surface:

(a) Right to Use Surface: Except as otherwise expressly provided in this lease, Lessee shall have the right to use only so much of the surface of the Leased Premises as reasonably necessary for the full exercise and enjoyment of the oil and gas rights and interests granted by this lease. Lessee may lay and maintain gathering lines, erect and maintain telephone and utility lines, and other appliances and equipment necessary for the operation of oil and gas wells on the Leased Premises. Lessee shall have the right of ingress and egress and right of way to any point of operations provided that Lessee will assure that such right of way and ingress and egress result in the least injury and inconvenience to the occupant of the surface. Notwithstanding the foregoing or anything else to the contrary contained in this lease, operations conducted on the surface of the Leased Premises shall be subject to the payments as set out in the current University of Texas Lands Rate and Damage Schedule.

(b) Restoration of the Surface: Lessee will fill and level all pits and mounds, level and fill all roads as soon as is reasonably practical after completion of each well or wells and completely clean up drilling sites and access roads of all rubbish thereon and restore the surface of the ground to as nearly as is possible its original state to the reasonable satisfaction of Lessor. Lessee shall, within one hundred twenty (120) days following the expiration or termination of this lease, remove all of Lessee's equipment, fill and level all pits, and restore the surface to the reasonable satisfaction of Lessor.

(c) Damage to the Surface: Lessee shall repair all damages of any kind or character to the Leased Premises and improvements which might be caused by Lessee, its agents, servants, employees, subcontractors, successors or assigns and Lessee shall pay all damages resulting from operations under this lease, including without limitation damages to any personal property, improvements, livestock, and crops on the Leased Premises or adjacent lands owned or controlled by Lessor. Lessee shall be liable for same, whether or not such agents, employees, or licensees, at the time of occasioning such damage, are acting within the scope of their employment or license.

(d) Cultural Resources: Lessee shall comply with the Antiquities Code (Texas Natural Resources Code, Chapter 191) and applicable rules promulgated thereunder by the Historical Commission, or its successor. Lessee shall undertake its activities on the Leased Premises in a manner so as to take all reasonable precautions to locate and preserve archeological sites and other cultural resources in, on, or under the Leased Premises. Lessee shall use the highest degree of care and all reasonable safeguards to prevent the taking, alteration, damage, destruction, salvage, or excavation of cultural resources and/or landmarks. Upon discovery of an archeological site, Lessee shall immediately give written notice of such discovery to Lessor. Lessee, its contractors and employees, shall have no right, title, or interest in or to any archaeological articles, objects, or artifacts, or other cultural resources located or discovered on the Leased Premises.

(e) Pollution: Lessee shall use all reasonable industry standard safeguards to prevent contamination or pollution of any environmental medium, including soil, surface waters, groundwater, sediments, and surface or subsurface strata, ambient air or any other environmental medium in, on, or under, the Leased Premises, by any waste, pollutant, or contaminant. Lessee shall not bring or permit to remain on the Leased Premises any explosives, toxic materials, or substances regulated as hazardous wastes, hazardous materials, hazardous substances, or toxic substances under any federal, state, or local law or regulation (“Hazardous Materials”), except products commonly used in connection with oil and gas exploration and development operations and stored in the usual manner and quantities. Lessee shall clean up, remove, remedy and repair any soil or ground water contamination and damage caused by the presence or release of any Hazardous Materials in, on, under, or about the Leased Premises resulting from Lessee’s operations on the Leased Premises. The obligations of Lessee hereunder shall survive the expiration or earlier termination, for any reason, of this lease.

19. Notices, Payments and Document Submission: After initial delivery of oil or gas from the lease has commenced, Lessee shall, on or before the 25th day of the fourth calendar month following initial delivery render by delivery or mail to each Lessor or other royalty owner a statement showing the quantity of oil and/or gas delivered during the calendar month of initial deliveries and (unless and until Lessor has elected to take oil and/or gas royalty in kind) shall therewith pay each royalty owner the amount due for his respective interest in all such gas; and on or before the 25th day of each month thereafter, Lessee shall render by delivery or mail to each Lessor or other royalty owner a statement showing the quantity of oil delivered during the preceding calendar month and the quantity of gas delivered during the second preceding calendar month and (unless and until such Lessor has elected to take his gas royalty in kind) shall therewith pay each royalty owner the amount due for his respective interest in all such gas. Additionally, Lessee shall provide monthly the production information required in this paragraph 19 in an “Industry Standard” electronic format. Lessor shall not be required to execute a division order as a condition precedent to payments of royalties. All royalty not paid or tendered by Lessee to Lessor as and when due shall bear interest from due date until paid or tendered at the rate of ten percent (10%) per annum. In the event any default in the prompt payment of such royalties should continue for thirty (30) days after written notice of default mailed to Lessee, if claim for such royalty in default is placed in the hands of an attorney for collection, Lessee agrees and promises to pay additionally all reasonable attorney’s fees and court costs thus incurred by any royalty owner.

20. **Notices and Correspondence to Parties:** Lessor and Lessee hereby designate the following parties who are authorized to receive all documents, notices and other information to be submitted by Lessee to Lessor and Lessor to Lessee under this lease:

TO LESSOR:
I.W. Carson, LLC.
6725 Hwy. 380
Snyder, Texas 79549

TO LESSEE:
Barron Petroleum LLC
471 Hwy. 67
Graham, Texas 76450

Either party may from time to time designate a different address or agent(s) for purposes of this provision. No such change shall be effective until 10 days following receipt by the other party of written notice of such change. Notices shall be deemed given when actually delivered or three (3) days after deposit in the United States mail.

21. **Release and Indemnity:** Lessee hereby releases and discharges Lessor, and Lessor's respective officers, directors, members, managers, employees, and agents from all and any actions and causes of action of every nature, or other harm, including environmental harm, for which recovery of damages is sought, including, but not limited to, all losses and expenses which arise out of, are incidental to, or result from, the operations of or on behalf of lessee on the leased premises, or that may arise out of or be occasioned by lessee's breach of any of the terms or provisions of this lease, or by any other negligent act or omission of lessee for which lessee may be held strictly liable, except to the extent attributable to (i) the gross negligence or willful misconduct or (ii) the intentional failure to disclose conditions upon the Leased Premises that could obviously lead to damage claims, by Lessor. Further, lessee hereby agrees to be liable for, exonerate, indemnify, defend and hold harmless Lessor, and Lessor's respective officers, directors, members, managers, employees, and agents, their successors or assigns, against any and all claims, liabilities, losses, damages, actions, personal injury (including death), costs and expenses, or other harm for which recovery of damages is sought, including attorneys' fees and other legal expenses, including those related to environmental hazards on the Leased Premises or in any way related to Lessee's failure to comply with any and all environmental laws; those arising from or in any way related to Lessee's operations or any other of lessee's activities on the leased premises; those arising from lessee's use of the surface of the leased premises; and those that may arise out of or be occasioned by lessee's breach of any of the terms or provisions of this lease or any other act or omission of Lessee, its directors, officers, employees, agents, contractors, guests or invitees, except to the extent attributable to (i) the gross negligence or willful misconduct by Lessor. Each assignee of this lease, or an interest therein, agrees to be liable for, exonerate, indemnify, defend and hold harmless Lessor, and Lessor's respective officers, directors, members, managers, employees, and agents in the same manner provided above in connection with the activities of such lessee, its officers, employees, and agents as described IN THIS PARAGRAPH 21.

22. **No Community Lease Pooling:** This lease may cover land in which the ownership of the oil and gas estate differs with respect to various tracts. No pooling or unitization of interests as between such lands and the interests therein is intended or shall be implied by reason of the inclusion in this lease of any such tracts in which ownership differs, and no community lease is intended or shall be implied by reason of such inclusion, it being expressly agreed that no community lease is created by this lease. Notwithstanding anything to the contrary herein

contained, Lessee shall have the right, but not the obligation, to pool all or any part of the Leased Premises or interest therein with any other lands or interests, as to any or all depths or zones, and as to any or all substances covered by this lease, either before or after the commencement of drilling or production whenever Lessee deems it necessary or proper to do so in order to prudently develop or operate the Leased Premises. The size of the pooled units formed shall conform with those production unit sizes set forth in Section 13(b) hereof. The pooling in one or more instances shall not exhaust the rights of the Lessee hereunder to pool this lease or portions thereof into other units. Lessee shall file an instrument describing and designating the pooled acreage as a pooled unit in the county in which the lands covered by this lease are located. Pooled units shall become effective on the date specified in such instrument designating the unit and shall be effective as to all parties hereto, their heirs, successors, and assigns, irrespective of whether or not the unit is likewise effective as to all other owners of surface, mineral, royalty, or other rights in land included in such unit. Lessee may vacate and dissolve any unit by instrument in writing filed for record in said county at any time when there is no unitized substance being produced from such unit. Lessor shall be provided with a copy of any recorded unit declaration by Lessee or any declaration of unit dissolution within thirty (30) days after recordation.

In the event of operations for drilling on or production of oil or gas from any part of a pooled unit which includes all or a portion of the land covered by this lease, regardless of whether such operations for drilling were commenced, or such production was secured, before or after the effective date of the pooled unit, such operations shall be considered as operations for drilling on, or production of oil and gas from land covered by this lease from the effective date of the pooled unit, whether or not the well or wells be located on the lands covered by this lease, and the entire acreage constituting such unit or units, as to oil and gas, or either of them, as herein provided, shall be treated for all purposes, except the payment of royalties on production from the pooled unit, as if the same were included in this lease.

For the purpose of computing the royalties to which owners of royalties and payments out of production and each of them shall be entitled on production of oil and gas, or either of them, from the pooled unit, there shall be allocated to the land covered by this lease and included in said unit (or to each separate tract within the unit if this lease covers separate tracts within the unit) that pro rata portion of the oil and gas produced from the pooled unit. Such allocation shall be on a surface acreage basis such that there shall be allocated to the surface acreage covered by this lease and included in the pooled unit (or to each separate tract within the unit if this lease covers separate tracts within the unit) that pro rata portion of the oil and gas produced from the pooled unit which the number of surface acres covered by this lease (or in each such separate tract) and included in the pooled unit bears to the total number of surface acres included in the pooled unit. Royalties hereunder shall be computed on the portion of such production, whether it be oil and gas, or either of them, so allocated to the land covered by this lease and included in the unit just as though such production were from such land. Operations on or production from any tract within a pooled unit shall for all purposes under this lease be considered as operations or production from the Leased Premises.

In the event that a well producing from an oil pooled unit is reclassified by the Railroad Commission of Texas or other governmental authority from an oil well to a gas well or in the event that a well producing from a gas pooled unit is reclassified by the Railroad Commission or other

governmental authority from a gas well to an oil well, Lessee, at Lessee's election, shall have a period of 90 days to form a new pooled unit for the production of gas or oil as the case may be by the filing of a new pooling designation, and, in the event Lessee shall form such new unit within such time, this lease shall not terminate for the reason of lack of production of the pooled mineral.

Notwithstanding any of the pooling provisions of this Section 22 to the contrary, and unless otherwise agreed to in writing by Lessor, Lessee shall be entitled to exercise the pooling rights granted in this Section 22 only if at least fifty percent (50%) of the surface acreage contained in the pooled unit consists of acreage out of this Lease.

In the event a portion of the lands or depths covered by this lease are included in a pooled unit or units for oil and or gas under the provisions of Section 22, but there are other lands and depths covered by this lease which are not included in any pooled unit or units, operations on or production from said unit or units will only maintain this lease in effect as to the lands located within the boundaries of said pooled unit; all other portions of the lands and depths subject to this lease which are not included within said unit or units (and are not otherwise retained as Productive Acreage in accordance with Section 13) shall be released upon the expiration of the primary term hereof (as same may be extended under the provisions hereof) unless maintained by other means for continuing this lease as specified in other provisions of this lease. Further, Unproductive Depths under each pooled unit shall not be maintained unless maintained by other means for continuing this lease as specified in other provisions of this lease.

23. **Well Takeover:** If Lessee determines that a producing well is no longer capable of producing in paying quantities and elects to permanently abandon same and plug the hole, Lessee shall give written notice thereof to Lessor of its intention to so plug and abandon said well at least thirty (30) days prior to said abandonment. Within fifteen (15) days from the receipt of such notice, Lessor may notify Lessee in writing of its desire to purchase Lessee's interest in the well and all equipment thereon, and if Lessor elects to so purchase, then upon Lessor's tendering to Lessee the salvage value (as defined below) of Lessee's interest in the equipment and well, Lessee shall thereupon tender to Lessor and cause any parties owning leasehold interests in said well, including any working interest owners and owners of overriding royalties and other interests which may have been carved out of the working interest, to tender a valid assignment, free of liens and encumbrances, assigning, with covenants of special warranty, but expressly disclaiming any implied warranties, either express or implied, as to merchantability, fitness for a particular purpose, or conformity to models or samples, if any, all interest in said well and equipment and all interest under this lease limited to the amount of acreage contained within the production unit for said well as prescribed or permitted under the then applicable special field rules, optional field rules or statewide rules.

If Lessor fails to give the indicated notice within the time provided, such shall be an election not to acquire such well. From and after the effective date of such assignment, Lessee shall be relieved by Lessor from any and all liability for the acts or omissions of Lessor with respect to such well, including, but not by way of limitation, the obligation and cost to plug and abandon such well in accordance with the rules and practices of the Railroad Commission of Texas. The "salvage value" of any such well shall be the fair market value at the well site of the salvageable materials thereon situated or used in connection therewith less the estimated reasonable costs of

salvaging the same. The rights and options reserved by Lessor in this paragraph shall not apply when Lessee plugs and abandons a producing zone or zones in a well for the purpose of deepening the well or opening up another zone or zones for production.

24. **Insurance:** Lessee shall assure that Lessee and any person acting on Lessee's behalf under this lease carry the following insurance with an insurance carrier licensed by the Texas Department of Insurance at any and all times such party or person is on or about the premises or acting pursuant to this lease, to the extent then available in the specified form, or comparable insurance on a substitute form:

(a) **Worker's Compensation and Employer's Liability Insurance:** Worker's Compensation-Statutory limits/Employer's Liability Limits - \$1,000,000.

(b) **Commercial General Liability ("CGL") and Umbrella Liability Insurance:** Lessee shall maintain commercial general liability insurance, and if necessary, commercial umbrella insurance with a limit of not less than \$1,000,000 each occurrence. If such CGL insurance contains a general aggregate limit, it shall apply separately to this project. CGL insurance shall be written on ISO occurrence form CG 00 01 10 93 or a substitute form providing equivalent coverage and shall cover liability arising from premises, operations, independent contractors, products-completed operations, personal injury and advertising injury, and liability assumed under an insured contract including the tort liability of another assumed in a business contract. As allowed by state law, Lessee shall obtain the broadest scope of coverage for liability arising from pollution, explosion, collapse, underground property damage, or employment-related practices.

(c) **Business Auto and Umbrella Liability Insurance:** Lessee shall maintain business auto liability, and, if necessary commercial umbrella liability insurance with a limit of not less than \$5,000,000 each accident. Such insurance shall cover liability arising out of any auto including owned, hired, and non-owned autos. Business auto coverage shall be written on ISO form CA 00 01, CA 00 05, CA 00 12, CA 00 24, or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage equivalent to that provided in the 1990 and later editions of CA 00 01. Pollution liability coverage equivalent to that provided under the ISO pollution liability broadened coverage for covered autos endorsement (CA 99 48), and the Motor Carrier Act endorsement (MCS 90) shall be attached as required or allowed by applicable state laws and if allowed by state law, the Motor Carrier Act endorsement (MCS 90) shall be amended.

Lessee shall cause Certificates of Insurance evidencing the above coverage to be provided promptly upon request to Lessor. The insurance policies required under (b) and (c) above, shall name each Lessor as additional insured with regard to the Leased Premises; shall reflect that Lessor will receive thirty (30) days prior written notice of cancellation or material change in coverage; and shall reflect that the insurer has waived any right of subrogation against Lessor.

Lessee may satisfy its obligation to maintain insurance as specified in this section by means of self-insurance, provided that Lessee notifies Lessor of its intent to self-insure and

submits to Lessor Annually Lessee's published annual report that is audited by an independent certified public accountant demonstrating that Lessee has a net worth of no less than One-Hundred Million Dollars (\$100,000,000.00).

25. **Venue:** The venue for any suit arising out of a provision of this lease, whether express or implied, regarding interpretation of this lease, or relating in any way to this lease or to applicable case law, statutes, or administrative rules, shall be in Val Verde County, Texas.

26. **Supplemental Agreement:** This lease is subject to the terms of that certain Supplemental Agreement of even date herewith between Lessor and Lessee which sets forth certain obligations in connection with surface operations. Copies of the Supplemental Agreement are available for inspection at the offices of Lessor and Lessee.

27. **Other Leases:** If during the primary term of this Oil and Gas Lease, Lessee, its agents, partners, subsidiaries, affiliates, or assignees, shall enter into an oil and gas lease on lands in Val Verde County, Texas, located within ten (10) miles from any boundary of the lands that are the subject of this lease (the "Other Lease"), providing for a bonus, on a per-acre basis, greater than the per-acre bonus paid to Lessor for this Lease, and/or a royalty in an amount greater than is provided for in this lease, then Lessee shall pay to Lessor, as additional bonus for this lease, an amount equal to the difference, on a per-acre basis, between the amount paid Lessor for executing this lease and the greater amount determined by the terms of the Other Lease, and/or amend this lease to provide for Lessor to be paid the greater royalty interest provided for in the Other Lease. Lessee's failure to perform the obligations provided for in this provision within sixty (60) days of the date on which a greater bonus is paid for or a greater royalty is provided for in the Other Lease shall result in this lease automatically terminating, and Lessor shall have no obligation to return any bonus payments or other consideration paid by Lessee to Lessor. For the purposes of this provision, "bonus" shall be deemed to include any cash consideration paid to a lessor, however called or characterized, or any benefit provided the Lessor by Lessee, and "royalty" shall be deemed to include any and all interests in production, however called or characterized in the Other Lease.

28. **Memorandum of Lease, Binding on Successors:** In lieu of filing this lease for record in the office of the County Clerk in which the Leased Premises are located, Lessor and Lessee agree to execute contemporaneously with the execution of this Oil and Gas Lease, a Memorandum of this lease on the form attached as Exhibit B, making appropriate reference hereto, and to file said Memorandum for record in said county. The provisions of this lease are binding upon the parties hereto, their respective heirs, successors and assigns. Lessee, by its acceptance of this lease, agrees and obligates itself to all terms and provisions of this lease.

EXECUTED as of the respective acknowledgment dates of the signatory parties, but effective as of the__ day of _____, 2020; this lease may be executed in multiple counterparts, no one of which needs to be signed by all parties hereto, each of which shall constitute an original. Counterparts thus executed shall together constitute one and the same instrument.

LESSOR:

I.W. CARSON, LLC

By: _____
Clay Childress, Co-Manager

By: _____
Allen Claburn, Co-Manager

By: _____
Buddy Baldrige, Co-Manager

LESSEE:

BARRON PETROLEUM LLC.

By: _____
Sunny Sahota, Managing Member

ACKNOWLEDGEMENTS

STATE OF TEXAS §
 §
COUNTY OF _____ §

This instrument was acknowledged before me this _____ day of _____, 202_, by Clay Childress as Co-Manager of I. W. Carson, LLC., a Texas limited liability corporation, on behalf of said company.

[S E A L]

Notary Public in and for the State of Texas

STATE OF TEXAS §
 §
COUNTY OF _____ §

This instrument was acknowledged before me this _____ day of _____, 202_, by Allen Claburn as Co-Manager of I. W. Carson, LLC., a Texas limited liability corporation, on behalf of said company.

[S E A L]

Notary Public in and for the State of Texas

STATE OF TEXAS §
 §
COUNTY OF _____ §

This instrument was acknowledged before me this _____ day of _____, 202_, by Buddy Baldrige as Co-Manager of I. W. Carson, LLC., a Texas limited liability corporation, on behalf of said company.

[S E A L]

Notary Public in and for the State of Texas

STATE OF TEXAS §
 §
COUNTY OF _____ §

This instrument was acknowledged before me this _____ day of _____, 202_,
by Sunny Sahota, as Managing Member of Barron Petroleum LLC., a Texas limited liability
company, on behalf of said company.

[S E A L]

Notary Public in and for the State of Texas

EXHIBIT A

to Oil and Gas Lease and Supplemental Agreement dated _____, 202__, between I.W. Carson, LLC. as Lessor, and Barron Petroleum LLC as Lessee

LEASED PREMISES

[TO BE INSERTED]

EXHIBIT B-2
SUPPLEMENTAL AGREEMENT

[SEE ATTACHED]

SUPPLEMENTAL AGREEMENT

_____, 202_

Reference is made to that certain Oil and Gas Lease dated effective _____, 202_, by and between I.W. Carson, LLC, a Texas limited liability company, herein called Lessor, and Barron Petroleum LLC, a Texas limited liability company, herein called Lessee, covering the following described lands in Val Verde County, Texas, to-wit:

See attached Exhibit A

Lessee recognizes and acknowledges that the surface estate of the Leased Premises is owned by Sleepy Hollow Enterprises, Ltd., and Baldrige Family Land, Ltd (collectively, the “Surface Owners” and individually a “Surface Owner”) in separate parcels more fully described as Tract One described on Exhibit C and Tract Two described on Exhibit E in that certain Partition and Conveyance Deed dated September 26, 2008, recorded as Document No. 00246633, in Volume 1128, Page 709-726, Official Public Records of Val Verde County, Texas (the “Surface Partition Deed”), reference being made to said deed for all purposes. For all purposes of this Supplemental Agreement, the terms “Lessor” and “Surface Owner” shall mean and refer exclusively to that Surface Owner which owns the surface of the tract in question as reflected by the Surface Partition Deed, and their respective successors and assigns; and all surface damages provided for in this Supplemental Agreement shall be paid exclusively to the Surface Owner of the property in question. In connection therewith, Lessor and Lessee agree, for the consideration set forth in the Lease, that Lessee shall be entitled to use the surface of the Leased Premises for the uses and purposes, express or implied, set forth in the Lease as if the Surface Owners were a Lessor under the Lease, and to cooperate reasonably in connection with Lessee’s operations provided Lessee will in turn agree in writing to conduct Lessee’s operations with respect to any wells drilled or operated by Lessee on the Leased Premises so as to provide what Lessor and the Surface Owners consider to be reasonable protection, as follows:

With respect to operations by Lessee hereunder, Lessee agrees:

(a) Crossing Fences: To install a cattle guard at all intersections of ranch fences and roads to be used by Lessee in conducting its operations. Lessor shall designate which cattle guards at exterior fences shall be kept closed and locked when vehicles are not passing through. Such designated locked gates shall be equipped so as to provide separate keys for Lessee and its authorized personnel, and Lessor and its authorized personnel. Lessee’s continuing right to use any roadway so equipped shall be conditioned upon compliance by it and its authorized personnel with the requirements of Lessor with respect to keeping such gates locked and maintained. Any such cattle guard shall not be removed at the conclusion of the lease but rather shall be left in place and become the property of Lessor, free of cost, or at Lessor’s options, Lessee shall remove the same and restore the fence substantially to its condition prior to the installation of the cattle guard. All cattle guards installed by Lessee shall be constructed with materials and workmanship capable of supporting any and all vehicles used in Lessee’s operations and shall be constructed with a sufficient amount of caliche or comparable material so as to prevent soil erosion and damage, and such material shall be maintained by Lessee at all times around such cattle guards during the term of this lease.

(b) Fencing Sites: Before drilling operations are commenced a fence capable of turning cattle, horses and other large animals shall be installed around the complete location, including the wellhead, reserve pit(s) separator, compressor, tank battery and other surface equipment used to produce the well. After the reserve pit is leveled and smoothed, the fence around the remaining production facilities shall be restored and maintained in good condition.

(c) Cleaning and Maintaining Sites: While operations are being conducted hereunder, all areas in the vicinity of operations, including roads, will be as nearly as is reasonably possible kept free from all junk, paper, cans, old iron, trash, and all other forms of debris and remove all ribbons, signs (except signs authorized under this lease or required by governmental authority) and stakes after completion of operations. No oilfield equipment shall be stored on any portion of the Leased Premises without Lessor’s prior written consent, and no trailer houses or portable buildings of any kind shall be left on the Leased Premises after completion of operations on a well. Within a reasonable time after operations on each site are completed, the site will be finally cleaned and policed, restored,

and reseeded, as needed, so as to restore such land to its former condition as nearly as is reasonably possible. Upon abandonment of each location, all aggregate material and/or caliche or other roadway material shall be removed and, at Lessor's option, either placed in existing caliche pits on the lease or spread along roads as designated by Lessor, and each drill site, tank battery location and/or pit shall then be restored to its original condition as much as reasonably possible by replacing any top soil removed when the location was constructed. All tanks, wellheads, compressors, gates, cattle guards, and other surface equipment and fence posts surrounding same shall be painted tan and maintained in such color.

(d) No Hunting: Lessor shall not permit any of its agents, employees, contractors, subcontractors, service company personnel, salesmen, nor any other person coming onto the Leased Premises under the authority of this lease to possess rifles, shotguns, pistols, bow and arrows, or any other firearms or other hunting devices on the Leased Premises. Lessee does not acquire any hunting rights whatsoever under this lease and no hunting of any kind shall be permitted. Lessee shall not allow hunting dogs and other pets of any kind whatsoever on Leased Premises.

(e) Roads: All roads, pipelines, power lines and tank batteries shall be constructed only after prior approval of their location by Lessor, which approval shall not be unreasonably withheld. Lessee also agrees to notify Lessor prior to commencing any drilling or re-working operations on the Leased Premises. Lessee shall, as far as possible in its operations, use existing ranch roads and shall regularly maintain the roads in good passable condition; but Lessee shall not have any vested interest in such existing roads. Upon the construction of any new roads or use of existing roads by Lessee on said lease, damages shall be paid for the use of such roads based upon the amounts set forth in the current University of Texas Lands, Rate and Damage Schedule. No roads to new locations shall be wider than twelve (12) feet without Lessor's consent and no roads shall be constructed closer than five hundred (500) feet from any presently existing watering troughs, tanks or other livestock watering facilities nor closer than twenty-five hundred (2500) feet from any residence or barn. All roads, whether new roads or existing roads, shall be surfaced with a compacted layer of caliche or suitable material at least eight (8) inches thick and shall be maintained at such thickness so long as used by Lessee. All roads, whether new roads or existing roads, shall be, at Lessor option, laned with fences. After drilling and completion or plugging operations on a well are completed, Lessee shall repair the road, including spot patching and grading same to Lessor's reasonable requirements. Whenever necessary for more efficient drainage or to prevent erosion, Lessee shall install and maintain, in accordance with Lessors reasonable specifications, drainage terraces and mounds the width of such roads at appropriate intervals along roads with accompanying diversions to prevent erosion along road barrow ditches, or at such other places as Lessor may reasonably request. All gates and cattle guards on roads shall be properly maintained. Except where operations are essential to maintain the lease, Lessee shall not allow heavy machinery including drilling rigs, trucks, surveyors, and other equipment onto the Leased Premises during wet weather where such operations will create substantial damage to the road surfaces. If damage to the road occurs during wet weather, Lessee agrees to promptly restore the roads to the reasonable satisfaction of Lessor, but in no event later than thirty (30) days after notice from Lessor. Lessee shall erect signs at property entry indicating that it is private property, signs at entry and regularly along road indicating that all individuals shall remain on lease roads and that hunting nor firearms are permitted on leased premises. Upon abandonment of each drill site, tank battery location and/or pit, at Lessor's option, all cattle guards, aggregate material and/or caliche, or other roadway material from connecting roads shall be removed and either place in existing caliche pits on the lease or spread along roads as designated by Lessor. Areas damaged by roads shall then be restored to its original condition as much as reasonably possible by replacing any top soil removed when the road was constructed.

(f) Seismic Operations: If Lessee conducts seismic operations on the Leased Premises, Lessee shall pay in advance surface damages to the Surface Owner equal to the amounts set forth in the current University of Texas Lands, Rate and Damage Schedule. In connection with seismic operation, Lessee agrees to provide Surface Owner with advance notice and to cooperate reasonably with Surface Owner with respect to the entry and exit from the lands covered by this lease. Lessee agrees that to the extent any such operations result in damage to the surface, to restore the surface to its original condition as nearly as reasonably possible, including removing all ribbons, trash, signs, and stakes before leaving the Leased Premises. Lessee shall furnish to Lessor all information and data obtained by Lessee in connection with any seismic operations on the Leased Premises (the "Seismic Data") as soon as same are available, unless Lessee is prohibited from disclosing such data to Lessor by the terms of the seismic permit or other agreement pursuant to which Lessee acquires such data. Lessee shall furnish to Lessor a professionally usable copy of (a) a post-plot map showing the acquired lines, and (b) 2-D or 3-D seismic taper of all final stack and

migration data. All data furnished by Lessee to Lessor shall be in SEG_Y format (or comparable format output) compatible with industry available PC-based or workstation-based 2-D or 3-D interpretation packages. The SEG-Y format output will contain processed full record length, binned data of all 2-D and 3-D data resulting from seismic processing of acquired data which cover the Leased Premises or any portion thereof. If more than one SEG-Y format output of the processed 2-D or 3-D binned data is generated by the contractor for Lessee, Lessee shall furnish Lessor with that portion of that additional processed 2-D or 3-D binned data which covers the Leased Premises. Lessee shall have the right to contract with others to conduct seismic operations on Lessee's behalf, but all such operations shall be under the supervision and control of Lessee. Lessee shall have the right to grant permits to any third party for the conduct of the seismic operations on the Leased Premises, subject to the terms of this Agreement. Lessee shall have no right to license, sell, or disclose the Seismic Data to any third party except Lessee shall have the right to disclose the Seismic Data to its consultants, to other parties who have agreed to bear part of the initial costs of the seismic operations conducted pursuant to this agreement, and to other parties with whom Lessee is negotiating to become joint venturers, partners, members, lenders or other economic participants (and their respective advisors) in this lease, provided that all such parties agree in writing to be bound by the confidentiality provisions of the agreement.

(g) Operations: This lease covers a portion of ranch lands owned by Lessor's family and stockholders. It is understood that there will be livestock and wildlife on the Leased Premises and on the roadways across said lands. Lessee agrees to pay the fair market value for all livestock, wildlife or domestic animals damaged by any operations under said lease whether caused by Lessee or its agents, employees, contractors, and subcontractors.

(h) Well Site and Damages: Prior to commencement of drilling, reworking or reentry operations on the Leased Premises, Lessee shall provide written notice to Lessor of Lessee's intention to drill, rework, or re-enter a well, together with a plat showing the location of said well. No wells shall be drilled at a location near the headquarters improvements in Section 44, Block 98 shall be nearer than 2,500 feet to the ranch headquarters without Lessor's written consent. No well shall be located within 1500 feet of any water well, water tank, water trough or livestock pens without written consent of Lessor. Prior to commencement of operations, Lessee shall pay all amounts required to be paid under this lease. All locations shall be surfaced with a compacted layer of caliche or other suitable material at least six (6) inches thick and shall be maintained at that thickness for as long as used by Lessee. No such location for a vertical well shaft shall exceed a tract measuring three hundred (300) feet on each side and no location for a horizontal well shaft shall exceed a tract measuring four hundred twenty-five (425) feet on each side without Lessor's consent. Lessee shall pay to Lessor the location damage rates set forth in the current University of Texas Lands, Rate and Damage Schedule. If any location exceeds the dimensions set forth in the schedule, damage payment shall be made based on the location size indicated in the schedule regardless of depth. If any location exceeds the dimensions of the deepest wellbore indicated in the schedule, payment shall be calculated at the price per square foot of largest location plus ten cents per square foot for the excess area. At each producing well location, Lessee shall erect and maintain a legible sign showing the name of the operator, the lease designation and the well number. Where two or more wells on the Leased Premises are connected to the same storage, treating or compression facility, each well utilizing a separate pipeline to the common facility shall be legibly identified on such pipeline either by a firmly attached tag or plate.

(i) Tank Battery: Lessee shall pay Lessor the amount set forth in the current University of Texas Lands Rate and Damage Schedule as damages for each tank battery and emergency pit used in connection with such battery, pumping station, or waste pit constructed on the Leased Premises. No damages shall be paid where tank battery is located within the drill site tract authorized in (h) above. Nothing contained herein shall be construed as an implied consent for the unlawful disposal of salt water or other polluting materials. All tank batteries not within the drill site tract shall be enclosed with a good fence capable of turning livestock. Lessee shall maintain said fence in accordance with the other provisions of this lease.

(j) Compression Facilities: Lessee shall pay Lessor the amount set forth in the current University of Texas Lands Rate and Damage Schedule as damages for each compression site. All compression sites shall be located at sites approved by Lessor, which approval shall not be unreasonably withheld, and where reasonably feasible at a location of the lowest elevation so as to provide for the quietest operation of such compressor. No compressor shall be located within two (2) miles of a house or barn without Lessor's written consent. Lessee agrees to use best efforts to abate and/or control noise generated by compression facilities, pump jack motors, or other motors, including the use of hospital grade critical quiet mufflers and other noise suppression devices and installation of twelve

(12) foot sound retaining walls. If any motor smaller than ten (10) HP electric or its equivalent is capable of being used, Lessee agrees to install only electric motors provided electrical service is available within 1.5 miles of the location of the motor. It is understood that the most noise created by a compressor may be generated by a fan. Lessee agrees to utilize fans with the maximum blades available so as to slow the fan as much as reasonably possible to avoid and limit noise.

(k) Pipelines: Lessee shall pay Lessor the amount set forth in the current University of Texas Lands Rate and Damage Schedule as damages for the construction, maintenance and removal of pipelines, prior to installation. All pipelines shall, where practical, be laid along fence lines or existing roads. All pipelines shall be buried and maintained below plow depth unless waived in writing by Lessor. With respect to any pipeline which Lessee elects to remove from the Lease Premises, Lessor shall have the first right to purchase such pipeline at a mutually agreeable rate, not exceeding the rate then being paid at the time for used pipe of the same kind and quality.

(l) Power and Telephone Lines: Lessee shall pay Lessor the amount set forth in the current University of Texas Lands Rate and Damage Schedule as damages for installation, maintenance, replacement and removal of power and telephone lines. All power and telephone lines shall be buried unless waived in writing by Lessor.

(m) Pits: All surface pits used for temporary storing of salt water, drilling fluids, produced water, or other deleterious substances shall be lined in a water tight manner so that the same cannot escape. Polluting substances shall include not only those specifically named, but any form of water, chemical or other substance which reduces the usability of water for human consumption or animal purposes, or renders the same less potable. If substantial quantities of salt water are produced or other substances used in the drilling or completion of any well on the above lands, such substances shall either be re-injected into a formation which is below all fresh water or shall be removed from the Leased Premises. For each instance when polluting substances escape from a well, storage tank, or pipeline on to said lands, Lessee shall pay Lessor the amount set forth in the current University of Texas Lands Rate and Damage Schedule. In addition, all contaminated soil and brush shall be removed and replaced with top soil to a depth sufficient to restore the contaminated area to its condition prior to contamination, and the entire area shall be reseeded with grass reasonably agreeable to Lessor. All pits utilized for operations hereunder shall be fenced and remain fenced until the pits are dry, all pit lining materials have been removed from the Leased Premises and the pits filled and leveled and the surface restored as much as possible to its original condition.

(n) Notice: Lessee shall at all times keep the Lessor informed of the name, address, and telephone number of a responsible employee who can be contacted by Lessor for the purpose of giving notice of any damage caused by operations under this lease or any breach of this agreement. If Lessee makes an assignment of this lease, each party acquiring an interest therein shall be obligated to furnish Lessor with the name, address, and telephone number of a responsible employee who can be contacted by Lessor for the purpose of giving notice as set forth above.

(o) Information: Lessee agrees to permit Lessor access to the drilling floor at Lessors sole risk and to all well data at any time and to provide Lessor, free of cost, with one copy of each and any and all sample, electric or other log or analyses, completion reports, reports of potential tests and copies of any and all dry holes or abandoned reports made with respect to any and all dry holes or abandoned wells completed on the Leased Premises. Copies of all forms and other information filed with the Railroad Commission of Texas by Lessee (or received by Lessee from third parties) pertaining to operations under this lease or pertaining to field rules affecting the lands covered by this lease shall be provide simultaneously to Lessor. Lessor shall hold all reports and data confidential for so long as this lease remains in force as to that portion of the Leased Premises from which such information is obtained.

(p) Meters and Reports: Lessee shall separately meter or cause to be metered each gas well and, to the extent the gas is gathered of the Leased Premises and delivered to the gas purchaser on the lease at a central delivery point, shall also install a meter to measure the total of all gas which is gathered from all of the tracts described in this lease which then leaves the Leased Premises (the "Central Meter"). Lessor shall have the right to be present at the time of any installing, reading, cleaning, changing, repairing, inspecting, testing, calibrating, or adjusting done in connection with the Lessee's measuring equipment used in measuring deliveries hereunder. Lessee agrees to use reasonable efforts to provide Lessor with advance notice of any such activities. To the extent that Lessee utilizes equipment on the Leased Premises to monitor or remotely operate any equipment or measuring devices which can be

viewed on the internet, Lessee agrees to provide Lessor with the necessary information to allow Lessor to review any such information at times and places of Lessor’s choice. The BTU content of the gas shall be tested at least semi-annually and Lessor shall have the right to be present at the time of any BTU test and shall receive copies of each BTU report and any other well check report prepared by or on behalf of Lessee for filing with governmental agencies or for its own records. The records and charts from such measuring equipment and other reports shall remain the property of the Lessee, but upon written request, Lessee shall provide Lessor access in Lessee’s offices to such records and charts, together with calculations therefrom, after which the charts and records shall be kept on file for a period of three (3) years. Lessee shall regularly calibrate all meters and instruments or cause the same to be calibrated, but in any event no less that semi-annually. If upon any test the metering equipment in the aggregate is found to be inaccurate by two (2) percent or more, then following the test any metering equipment found to be inaccurate to any degree shall be adjusted immediately to measure accurately. If for any reason any meter is out of service or out of repair so that the quantity of gas delivered through such meter cannot be ascertained or computed from the reading thereof, the quantity of gas so delivered during such period the meter is out of service or out of repair shall be estimated and mutually agreed upon by the parties hereto upon the basis of the best possible data.

(q) Abstracts: Lessor agrees to make Lessor’s abstracts available to Lessee upon reasonable notice as requested by Lessee from time to time during the term of this lease. Lessor’s abstracts may be reviewed in Lessor’s offices during normal business hours, or at any other mutually agreed upon time. Lessor’s abstracts and other documents shall not be removed from Lessor’s office. Should Lessee supplement Lessor’s abstracts, Lessee shall deliver each such supplement to Lessor and such supplement shall become the property of Lessor, subject only to Lessee’s rights of inspection and use during the term of this lease as otherwise provided herein. Lessee also agrees to provide to Lessor copies of any title opinions produced or contracted for my Lessee.

(r) Hunting Season: Lessee shall notify Lessor at least thirty (30) days in advance of any drilling, re-entry, or reworking operations which Lessee intends to conduct during the deer and quail hunting seasons as set annually by the Texas Parks and Wildlife Commission.

Executed as of the respective acknowledgment dates of the signatory parties, but effective as of the 28th day of January, 2020; this agreement may be executed in multiple counterparts, no one of which needs to be signed by all parties hereto, each of which shall constitute an original. Counterparts thus executed shall together constitute one and the same instrument.

LESSOR:

I.W. CARSON, LLC

By: _____
Clay Childress, Co-Manager

By: _____
Allen Claburn, Co-Manager

By: _____
Buddy Baldrige, Co-Manager

LESSEE:

BARRON PETROLEUM LLC.

By: _____
Sunny Sahota, Managing Member

ACKNOWLEDGEMENTS

STATE OF TEXAS §
 COUNTY OF _____ §

This instrument was acknowledged before me this _____ day of _____, 202_, by Clay Childress as Co-Manager of I. W. Carson, LLC., a Texas limited liability corporation, on behalf of said company.

[S E A L]

Notary Public in and for the State of Texas

STATE OF TEXAS §
 COUNTY OF _____ §

This instrument was acknowledged before me this _____ day of _____, 202_, by Allen Claburn as Co-Manager of I. W. Carson, LLC., a Texas limited liability corporation, on behalf of said company.

[S E A L]

Notary Public in and for the State of Texas

STATE OF TEXAS §
 COUNTY OF _____ §

This instrument was acknowledged before me this _____ day of _____, 202_, by Buddy Baldrige as Co-Manager of I. W. Carson, LLC., a Texas limited liability corporation, on behalf of said company.

[S E A L]

Notary Public in and for the State of Texas

EXHIBIT A

to Supplemental Agreement dated _____, 202_, between I.W. Carson, LLC. as Lessor,
and Barron Petroleum LLC as Lessee

LEASED PREMISES

[TO BE INSERTED]

EXHIBIT B-3

MEMORANDUM OF OIL AND GAS LEASE
AND
SUPPLEMENTAL AGREEMENT

[SEE ATTACHED]

MEMORANDUM OF OIL AND GAS LEASE
AND
SUPPLEMENTAL AGREEMENT

THIS MEMORANDUM (“Memorandum”), is entered into this ____ day of _____, 202_, by and between **I.W. Carson, LLC.**, whose address is 6725 Hwy. 380, Snyder, Texas 79549, herein called “LESSOR”, and **Barron Petroleum LLC**, whose address is 471 Hwy. 67, Graham, Texas 76450 herein called “LESSEE”

WITNESSETH:

I.

By Oil and Gas Lease (the “Lease”) dated effective _____, 202_, LESSOR did grant, lease and let exclusively unto LESSEE for the purpose of wherein LESSOR granted, leased and let exclusively unto LESSEE, for the purpose of investigating, exploring, prospecting, drilling and operating for the producing of oil, gas and associated hydrocarbons, injecting gas, waters, power stations, telephone lines and other structures and things therein to produce, save, take care of, treat, process, store and transport said substances, including the right of ingress and egress, the land described below in Val Verde County, Texas (the “Leased Premises”):

See Exhibit A attached hereto.

II.

The Lease is for a primary term of three (3) years, and as long thereafter as oil or gas, either or both, are produced from the Leased Premises, or said Lease is maintained in force by virtue of the other provisions contained therein, all as more particularly set forth therein. LESSOR and LESSEE have also executed a Supplemental Agreement of even date therewith concerning matters relating to the surface estate and Lessee’s surface operations during the Lease. Reference to said Lease and Supplemental Agreement is herein made for all purposes. This instrument is executed for the purpose of affording notice of the existence of said Lease and Supplemental Agreement.

III.

Executed copies of the Lease and Supplemental Agreement are in the possession of LESSEE at its address indicated above.

EXECUTED as of the respective acknowledgment dates of the signatory parties, but effective as of the ____ day of _____, 202_; this lease may be executed in multiple counterparts, no one of which needs to be signed by all parties hereto, each of which shall constitute an original. Counterparts thus executed shall together constitute one and the same instrument.

LESSOR:

I.W. CARSON, LLC

By: _____
Clay Childress, Co-Manager

By: _____
Allen Claburn, Co-Manager

By: _____
Buddy Baldrige, Co-Manager

LESSEE:

BARRON PETROLEUM LLC.

By: _____
Sunny Sahota, Managing Member

EXHIBIT A

to Memorandum of Oil and Gas Lease and Supplemental Agreement dated _____,
between I.W. Carson, LLC. as Lessor, and Barron Petroleum LLC as Lessee

LEASED PREMISES

[TO BE INSERTED]

EXHIBIT C
FIRST AMENDMENT
TO
OIL AND GAS LEASE DOCUMENTS

[SEE ATTACHED]

FIRST AMENDMENT OF OIL AND GAS LEASE DOCUMENTS

Reference is made to the following documents (collectively, the “Lease Documents”), all executed by and between I. W. Carson, LLC, (“Lessor”), and Barron Petroleum, LLC (“Lessee”):

- I. Oil and Lease (the “Subject Lease”) dated the ___ day of _____, 202_;
- II. Supplemental Agreement of the same date; and
- III. Memorandum of Oil and Gas Lease and Supplemental Agreement (the “Memorandum”) of the same date, recorded as Document Number _____, Official Public Records of Val Verde County, Texas;

all of said Lease Documents covering the lands in Val Verde County, Texas, which are more particularly described on Exhibit A to the Memorandum (the “Leased Premises”)

WHEREAS, I .W. Carson, LLC, and Barron Petroleum LLC, the present owners and holders of all rights of Lessor and Lessee under the Subject Documents, desire to amend the Subject Documents as hereinafter provided.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the undersigned do hereby amend the Subject Documetns as follows:

I.

The Leased Premises as described on Exhibit A attached to the Lease Documents is hereby deleted and the following substituted in lieu and in complete substitution therefor:

SEE ATTACHED EXHIBIT A

For the same consideration, Lessor does hereby recognize, acknowledge and affirm that the Lease Documents are in all respects in full force and effect insofar as same cover the Leased Premises as described on attached Exhibit A; and Lessor does hereby lease, let and demise the Leased Premises unto the Lessee named in the Subject Lease, its successors and permitted assigns, on the same terms and provisions as set forth in the Subject Lease, as herein amended.

EXECUTED as of the acknowledgment dates of the signatory parties; effective as of _____ __, 202_.

[SIGNATURES AND ACKNOWLEDGMENTS ON FOLLOWING PAGES]

LESSOR:

I.W. CARSON, LLC

By: _____
Clay Childress, Co-Manager

By: _____
Allen Claburn, Co-Manager

By: _____
Buddy Baldrige, Co-Manager

LESSEE:

BARRON PETROLEUM LLC.

By: _____
Sunny Sahota, Managing Member

ACKNOWLEDGEMENTS

STATE OF TEXAS §
 §
COUNTY OF CROCKETT §

This instrument was acknowledged before me this ____ day of _____, 20__, by Clay Childress, Co-Manager of **I. W. CARSON, L.L.C.**, a Texas limited liability company, on behalf of said company.

[S E A L]

Notary Public in and for the State of Texas

STATE OF TEXAS §
 §
COUNTY OF CROCKETT §

This instrument was acknowledged before me this ____ day of _____, 20__, by Alan Claburn, Co-Manager of **I. W. CARSON, L.L.C.**, a Texas limited liability company, on behalf of said company.

[S E A L]

Notary Public in and for the State of Texas

STATE OF TEXAS §
 §
COUNTY OF KENT §

This instrument was acknowledged before me this ____ day of _____, 20__ by Buddy Baldrige, Co-Manager of **I. W. CARSON, L.L.C.**, a Texas limited liability company, on behalf of said company.

[S E A L]

Notary Public in and for the State of Texas

STATE OF TEXAS §
 §

COUNTY OF _____ §

This instrument was acknowledged before me this ____ day of _____, 2020, by Sunny Sahota, as Managing Member of Barron Petroleum LLC., a Texas limited liability company, on behalf of said company.

[S E A L]

Notary Public in and for the State of Texas

EXHIBIT A
TO
FIRST AMENDMENT OF OIL AND GAS LEASE DOCUMENTS

VAL VERDE COUNTY, TEXAS

LEASED PREMISES

[TO BE INSERTED]

EXHIBIT D
SECOND AMENDMENT
TO
OIL AND GAS LEASE DOCUMENTS

[SEE ATTACHED]

SECOND AMENDMENT OF OIL AND GAS LEASE DOCUMENTS

Reference is made to the following documents (collectively, the “Lease Documents”), all executed by and between I. W. Carson, LLC, (“Lessor”), and Barron Petroleum, LLC (“Lessee”):

- A. Oil and Lease (the “Subject Lease”) dated the ___ day of _____, 202_;
- B. Supplemental Agreement of the same date;
- C. Memorandum of Oil and Gas Lease and Supplemental Agreement of the same date, recorded as Document Number _____, Official Public Records of Val Verde County, Texas; and
- D. First Amendment of Oil and Gas Lease Documents (the “First Amendment”) dated _____, 202_, recorded as Document # _____, Official Public Records of Verde County, Texas.

WHEREAS, I .W. Carson, LLC, and Barron Petroleum LLC, the present owners and holders of all rights of Lessor and Lessee under the Lease Documents, desire to amend the Lease Documents as hereinafter provided.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the undersigned do hereby amend the Lease Documents as follows:

I.

The Lease Documents, which currently cover those lands in Val Verde County, Texas, which are described on Exhibit A to the First Amendment, are hereby amended such that the Lease Documents shall now cover those lands described on attached Exhibit A. For the avoidance of doubt, the Leased Premises as described in and covered by the Lease Documents, effective as of the effective date hereof, shall cover and include the lands described on attached Exhibit A.

For the same consideration, Lessor does hereby recognize, acknowledge and affirm that the Lease Documents are in all respects in full force and effect insofar as same cover the Leased Premises as described on attached Exhibit A; and Lessor does hereby lease, let and demise the Leased Premises unto the Lessee named in the Subject Lease, its successors and permitted assigns, on the same terms and provisions as set forth in the Subject Lease, as previously and herein amended.

EXECUTED as of the acknowledgment dates of the signatory parties; effective as of _____, 202_. This Second Amendment may be executed in multiple counterparts and each executed counterpart shall be deemed an original and signature pages may be compiled to form one original and shall have the same effect as if one original had been executed by Lessor and Lessee.

LESSOR:

I.W. CARSON, LLC

By: _____
Clay Childress, Co-Manager

By: _____
Allen Claburn, Co-Manager

By: _____
Buddy Baldrige, Co-Manager

LESSEE:

BARRON PETROLEUM LLC.

By: _____
Sunny Sahota, Managing Member

ACKNOWLEDGEMENTS

STATE OF TEXAS §
 §
COUNTY OF CROCKETT §

This instrument was acknowledged before me this ____ day of _____, 20__, by Clay Childress, Co-Manager of **I. W. CARSON, L.L.C.**, a Texas limited liability company, on behalf of said company.

[S E A L]

Notary Public in and for the State of Texas

STATE OF TEXAS §
 §
COUNTY OF CROCKETT §

This instrument was acknowledged before me this ____ day of _____, 20__, by Alan Claburn, Co-Manager of **I. W. CARSON, L.L.C.**, a Texas limited liability company, on behalf of said company.

[S E A L]

Notary Public in and for the State of Texas

STATE OF TEXAS §
 §
COUNTY OF KENT §

This instrument was acknowledged before me this ____ day of _____, 20__ by Buddy Baldrige, Co-Manager of **I. W. CARSON, L.L.C.**, a Texas limited liability company, on behalf of said company.

[S E A L]

Notary Public in and for the State of Texas

EXHIBIT A
TO
SECOND AMENDMENT OF OIL AND GAS LEASE DOCUMENTS

VAL VERDE COUNTY, TEXAS

LEASED PREMISES

[TO BE INSERTED]

EXHIBIT E

MEMORANDUM OF OPTION TO PURCHASE OIL AND GAS LEASE

[SEE ATTACHED]

MEMORANDUM OF OPTION TO PURCHASE OIL AND GAS LEASE

NOTICE IS HEREBY GIVEN that effective as of the 28th day of February, 2020, an Option to Purchase Oil and Gas Lease (the “Option”) was made and entered into by and between by and between **I.W. Carson, LLC**, whose address is 6725 Hwy. 380, Snyder, Texas 79549, therein called “Optionor”, and **Barron Petroleum LLC**, whose address is 471 Hwy. 67, Graham, Texas 76450, therein called “Optionee”, in which Optionor granted unto Optionee, for a period expiring at midnight on February 28 2021, the exclusive option to acquire an oil and gas lease or leases covering all or a portion of the lands in Val Verde County, Texas, more particularly described on attached Exhibit A. Reference is made to the Option for a more particular description of the terms of said Option, executed copies of which are in the possession of Optionee at its address indicated above.

EXECUTED as of the respective acknowledgement dates of the signatory parties hereto, but effective as of February 28, 2020. This instrument may be executed in a number of counterparts, with each such counterpart being considered an original and binding on any party executing same, and for the sake of simplicity in the recording hereof, the signatory and acknowledgment pages of each party signing any such counterpart may be detached from the executed counterpart and attached to the counterpart executed by Optionor, and if so attached and recorded, shall be considered for all purposes to be properly signed as though all of said parties executed one instrument.

OPTIONOR

I.W. CARSON, LLC

By: _____
Clay Childress, Co-Manager

By: _____
Allen Claburn, Co-Manager

By: _____
Buddy Baldrige, Co-Manager

OPTIONEE

BARRON PETROLEUM LLC.

By: _____
Sunny Sahota, Managing Member

ACKNOWLEDGEMENTS

STATE OF TEXAS §
 §
COUNTY OF CROCKETT §

This instrument was acknowledged before me this ____ day of _____, 2020, by Clay Childress, Co-Manager of **I. W. CARSON, L.L.C.**, a Texas limited liability company, on behalf of said company.

[S E A L]

Notary Public in and for the State of Texas

STATE OF TEXAS §
 §
COUNTY OF CROCKETT §

This instrument was acknowledged before me this ____ day of _____, 2020, by Alan Claburn, Co-Manager of **I. W. CARSON, L.L.C.**, a Texas limited liability company, on behalf of said company.

[S E A L]

Notary Public in and for the State of Texas

STATE OF TEXAS §
 §
COUNTY OF KENT §

This instrument was acknowledged before me this ____ day of _____, 2020 by Buddy Baldrige, Co-Manager of **I. W. CARSON, L.L.C.**, a Texas limited liability company, on behalf of said company.

[S E A L]

Notary Public in and for the State of Texas

EXHIBIT A

to Memorandum of Option to Purchase Oil and Gas Lease dated February 28, 2020, between I.W. Carson, LLC. as Lessor, and Barron Petroleum LLC as Lessee

OPTION ACREAGE

Acres	Abstract	Certificate	Survey	Grantee	Block
681.50	1922	1748	W pt. 3	H. Lawson	S-10
1098.80	2014	294	W pt. 10	M. Ashworth	S-10
477.70	2301	270	W pt. 14	M. A. Allen	S-10
1,334.80	2303	1623	4	M. M. Norman	S-10
1,334.80	2300	1037	9	S. Bailey	S-10
1,334.80	2302	941	16	E. C. Hamilton	S-10
556.85	1480	1977	10	E. J. Hullum	C-15
416.85	1484	2029	11 1/2	M. J. Main	C-15
640.00	2049	2004	10	CC&SF RR Co	G
640.00	1509	2005	11	CC&SF RR Co	G
640.00	2387	2006	14	CC&SF RR Co	G
640.00	1519	2015	31	CC&SF RR Co	G
640.00	2051	2014	30	CC&SF RR Co	G
640.00	1510	2014	29	CC&SF RR Co	G
1,115.00	1409	1649	9	B. P. Simmons	C-15
12,191.10*	Total				

*being all of the lands covered by and described in that certain Partition and Conveyance Deed dated September 26, 2008, recorded as Document No. 00246633, in Volume 1128, Page 709-726, Official Public Records of Val Verde County, Texas, save and except that certain 1,140 acres, more or less, described in Oil and Lease dated the 31st day of December, 2018, a memorandum of which is recorded as Document Number 00311551, Official Public Records of Val Verde County, Texas, as amended by Amendment of Oil and Gas Lease dated March 14, 2019, recorded as Document Number 00312441, Official Public Records of Val Verde County, Texas.

EXHIBIT F

BARRON PETROLEUM, LLC
471 STATE HIGHWAY 67
GRAHAM, TX 76150-7046

1424
37-65/1119 FDS

DATE March 10, 2020

PAY TO THE ORDER OF I. W. Curson LLC \$ 24,382.20

Twenty Four Thousand Three Hundred Eighty two Dollars ²⁰/₁₀₀ DOLLARS

FOR Option to purchase Curson Lease

www.fargo.com
FARGO

[Signature]

⑆0000001424⑆ ⑆ [REDACTED] ⑆ [REDACTED] 6891⑆

0000001424

6891

BARRON PETROLEUM

Security Features exceed industry standards and include:

- Microprint - Matching account and check number
- Mobile Mark - Mobile Deposit check mark to indicate checks that have been deposited via mobile device
- The Security Window - Window on back designed to deter fraud
- Microprint - MP lines printed on front and back
- The words "ORIGINAL DOCUMENT" across the back
- Photo Safe Deposit - Icon visible on front and back

Do not cash if:

- Any of the features listed above are missing or appear altered
- Light on the back lens is dim or has disappeared
- Brown stains or colored spots appear on both front and back.

CHECK BOX FOR MOBILE REMOTE DEPOSIT
WRITE NAME OF FINANCIAL INSTITUTION IN THE ABOVE

*For mobile deposits only
I. W. Curson, LLC*

[REDACTED] 24382.20

20200331 [REDACTED] +

ACCT [REDACTED] 6891+

[REDACTED]

[REDACTED]

Summons and Subpoenas Department
S4001-01F
Phoenix AZ 85038

BARRON PETROLEUM, LLC
471 STATE HIGHWAY 67
GRAHAM, TX 76450-7046

1428
37-65/1119 708

DATE May 7, 2020

PAY TO THE ORDER OF Deadwood Cattle Co. LLC \$ 152,250.00

One hundred fifty two thousand & two fifty — 2/2 DOLLARS

FOR Carson Leases fee *[Signature]*

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

⑆0000001428⑆ ⑆ [REDACTED] ⑆ [REDACTED] 6891⑆

[REDACTED]

DEADWOOD CATTLE CO. LLC
Deadwood Cattle Co. LLC
Attention: Kelly
84110150410

SEARCH FOR FEDERAL RESERVE NOTES
SERIAL NUMBER: [REDACTED]

[REDACTED] 152250.00
20200508 [REDACTED] +
ACCT [REDACTED] 6891+
[REDACTED]
[REDACTED]

Summons and Subpoenas Department
S4001-01F
Phoenix AZ 85038

BARRON PETROLEUM, LLC
471 STATE HIGHWAY 67
GRAHAM, TX 76450-7046

1429
37-65/1119 706

DATE May 8, 2020

PAY TO THE ORDER OF I. W. Carson LLC

\$ 897,292.80

Eight Hundred Ninety seven Thousand Two Hundred Ninetytwo Dollars ^{89/100}

DOLLARS



FOR Carson Lease 3072.2 Acres

⑆000000⑆429⑆ ⑆⑆ [REDACTED] ⑆⑆ [REDACTED] 6891⑆

DEPOSITED TO THE ACCOUNT OF
THE WITHIN NAMED PAYEE
OZONA NATIONAL BANK
OZONA, TEXAS



[REDACTED] 897292.80
20200511 [REDACTED] +
ACCT [REDACTED] 6891+
[REDACTED]
[REDACTED]

Summons and Subpoenas Department
S4001-01F
Phoenix AZ 85038

BARRON PETROLEUM, LLC
471 STATE HIGHWAY 67
GRAHAM, TX 76450-7046

1435
37-65/1119 706

DATE Aug 5, 2020

PAY TO THE ORDER OF I W Carson LLC \$ 100,000.00

One Hundred Thousand 00 DOLLARS

FOR Carson Lease Deposit

Web's Carson Bank N.A.
Texas
web@carson.com

0000001435 6891

For Deposit Only
I.W. CARSON, LLC



[REDACTED] 100000.00

20200817 [REDACTED] +

ACCT [REDACTED] 6891+

[REDACTED]

Summons and Subpoenas Department
S4001-01F
Phoenix AZ 85038

BARRON PETROLEUM, LLC
 471 STATE HIGHWAY 67
 GRAHAM, TX 76450-7046

1438
 37-65/1119 706

DATE 9-25-2020

PAY TO THE ORDER OF Petro Childress \$ 157500.00

One Hundred Fiftyseven Thousand Five Hundred Dollars ^{xx/100} DOLLARS

FOR Soto lease Purchase of 1000 Acres and Option

Webb, Fargo Bank, N.A.
 Texas
 webbfa.com

⑈0000001438⑈ ⑆ [REDACTED] ⑆ [REDACTED] 6891⑈



Petro Childress
ACCT

[REDACTED] 157500.00

20200928 [REDACTED] +

ACCT [REDACTED] 6891+

[REDACTED]

[REDACTED]

Summons and Subpoenas Department
 S4001-01F
 Phoenix AZ 85038

BARRON PETROLEUM, LLC
471 STATE HIGHWAY 67
GRAHAM, TX 76450-7046

1439

37-651119 706

DATE 9-25-2020

PAY TO THE ORDER OF

Carmen Childress

\$ 157,500.00

One Hundred Fiftyseven Thousand Five Hundred Dollars

15/100

DOLLARS



Well Fargo Bank, N.A.
Texas
wellfargo.com

FOR Soto Large Purchase of 1000 Acres and option

⑆0000001439⑆ ⑆ [REDACTED] ⑆ [REDACTED] 6891⑆

DEPOSITED TO THE ACCOUNT OF
THE WITHIN NAMED PAYEE
OZONA NATIONAL BANK
OZONA, TEXAS

[REDACTED]

[REDACTED] 157500.00
20200928 [REDACTED] +
ACCT [REDACTED] 6891+
[REDACTED]
[REDACTED]

Summons and Subpoenas Department
S4001-01F
Phoenix AZ 85038

BARRON PETROLEUM, LLC
471 STATE HIGHWAY 67
GRAHAM, TX 76450-7046

1442
37-65/1119 706

DATE Dec. 21, 2020

PAY TO THE ORDER OF Deadwood Cattle Co- LLC \$ 154,507.50

One Hundred Fifty nine Thousand & five hundred seven - 50 DOLLARS

FOR Val Verde Lease

S. S. Searles

WELLS FARGO Wells Fargo Bank, N.A. Texas wells.fargo.com

⑆000000⑆ 1442⑆ ⑆ ⑆ ⑆ 6891⑆

END SLIP HERE

Deadwood Cattle Co. LLC

Val Verde Lease

☐ CHECK BOX FOR MOBILE DEPOSIT

Don't forget:

- Deposit your check in a deposit box or at a branch
- Deposit your check in a deposit box or at a branch
- Deposit your check in a deposit box or at a branch
- Deposit your check in a deposit box or at a branch
- Deposit your check in a deposit box or at a branch
- Deposit your check in a deposit box or at a branch

159507.50

20201223 +

ACCT 6891+

Summons and Subpoenas Department
S4001-01F
Phoenix AZ 85038

BARRON PETROLEUM, LLC
471 STATE HIGHWAY 67
GRAHAM, TX 76450-7046

1443
07-65/1119 706

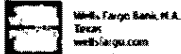
DATE 12-23-2020

PAY TO THE ORDER OF

I W Carson LLC.

\$ 857,045.⁰⁰

Eight Hundred Fiftysseven Thousand and Fortyfive Dollars ^{xx/100} DOLLARS



FOR 3190.15 Acres

⑈0000001443⑈ ⑆ [REDACTED] ⑆ [REDACTED] 6891⑈


DEPOSITED TO THE ACCOUNT OF
THE WITHIN NAMED PAYEE
OZONA NATIONAL BANK
OZONA, TEXAS

[REDACTED]

[REDACTED] 857045.00
20201224 [REDACTED] +
ACCT [REDACTED] 6891+
[REDACTED]
[REDACTED]

Summons and Subpoenas Department
S4001-01F
Phoenix AZ 85038

EXHIBIT G

Secretary of State P.O. Box 13697 Austin, TX 78711-3697 FAX: 512/463-5709		Filed in the Office of the Secretary of State of Texas Filing #: 802811199 09/11/2017 Document #: 760969390002 Image Generated Electronically for Web Filing
Certificate of Formation Limited Liability Company		

Article 1 - Entity Name and Type

The filing entity being formed is a limited liability company. The name of the entity is:

Barron Petroleum LLC

Article 2 - Registered Agent and Registered Office

A. The initial registered agent is an organization (cannot be company named above) by the name of:

OR

B. The initial registered agent is an individual resident of the state whose name is set forth below:

Name:

Sahota Roger

C. The business address of the registered agent and the registered office address is:

Street Address:

**407 East Chestnut Street
Unit B Holliday TX 76366**

Consent of Registered Agent

A. A copy of the consent of registered agent is attached.

OR

B. The consent of the registered agent is maintained by the entity.

Article 3 - Governing Authority

A. The limited liability company is to be managed by managers.

OR

B. The limited liability company will not have managers. Management of the company is reserved to the members.

The names and addresses of the governing persons are set forth below:

Manager 1: **Harprit Sahota**

Title: **Manager**

Address: **PO Box 219 Holliday TX, USA 76366**

Article 4 - Purpose

The purpose for which the company is organized is for the transaction of any and all lawful business for which limited liability companies may be organized under the Texas Business Organizations Code.

Supplemental Provisions / Information

[The attached addendum, if any, is incorporated herein by reference.]

Organizer

The name and address of the organizer are set forth below.

Harprit Sahota PO Box 219 Holliday, Texas 76366

Effectiveness of Filing

A. This document becomes effective when the document is filed by the secretary of state.

OR

B. This document becomes effective at a later date, which is not more than ninety (90) days from the date of its signing. The delayed effective date is: **September 12, 2017**

Execution

The undersigned affirms that the person designated as registered agent has consented to the appointment. The undersigned signs this document subject to the penalties imposed by law for the submission of a materially false or fraudulent instrument and certifies under penalty of perjury that the undersigned is authorized under the provisions of law governing the entity to execute the filing instrument.

Harprit Sahota

Signature of Organizer

FILING OFFICE COPY

Corporations Section
P.O.Box 13697
Austin, Texas 78711-3697



Rolando B. Pablos
Secretary of State

Office of the Secretary of State

CERTIFICATE OF FILING OF

Barron Petroleum LLC
File Number: 802811199

The undersigned, as Secretary of State of Texas, hereby certifies that a Certificate of Formation for the above named Domestic Limited Liability Company (LLC) has been received in this office and has been found to conform to the applicable provisions of law.

ACCORDINGLY, the undersigned, as Secretary of State, and by virtue of the authority vested in the secretary by law, hereby issues this certificate evidencing filing effective on the date shown below.

The issuance of this certificate does not authorize the use of a name in this state in violation of the rights of another under the federal Trademark Act of 1946, the Texas trademark law, the Assumed Business or Professional Name Act, or the common law.

Dated: 09/11/2017

Effective: 09/12/2017



A handwritten signature in black ink, appearing to read "R. Pablos".

Rolando B. Pablos
Secretary of State

Form 424
(Revised 05/11)
Submit in duplicate to:
Secretary of State
P.O. Box 13697
Austin, TX 78711-3697
512 463-5555
FAX: 512/463-5709
Filing Fee: See instructions



Certificate of Amendment

This space reserved for office use.

FILED
In the Office of the
Secretary of State of Texas
AUG 01 2018
Corporations Section

Entity Information

The name of the filing entity is:

BARRON PETROLEUM, LLC

State the name of the entity as currently shown in the records of the secretary of state. If the amendment changes the name of the entity, state the old name and not the new name.

The filing entity is a: (Select the appropriate entity type below.)

- For-profit Corporation
- Nonprofit Corporation
- Cooperative Association
- Limited Liability Company
- Professional Corporation
- Professional Limited Liability Company
- Professional Association
- Limited Partnership

The file number issued to the filing entity by the secretary of state is: 802811199

The date of formation of the entity is: 9/11/2017

Amendments

1. Amended Name

(If the purpose of the certificate of amendment is to change the name of the entity, use the following statement)

The amendment changes the certificate of formation to change the article or provision that names the filing entity. The article or provision is amended to read as follows:

The name of the filing entity is: (state the new name of the entity below)

The name of the entity must contain an organizational designation or accepted abbreviation of such term, as applicable.

2. Amended Registered Agent/Registered Office

The amendment changes the certificate of formation to change the article or provision stating the name of the registered agent and the registered office address of the filing entity. The article or provision is amended to read as follows:

Registered Agent
(Complete either A or B, but not both. Also complete C.)

A. The registered agent is an organization (cannot be entity named above) by the name of:

OR

B. The registered agent is an individual resident of the state whose name is:

<i>First Name</i>	<i>M.I.</i>	<i>Last Name</i>	<i>Suffix</i>
The person executing this instrument affirms that the person designated as the new registered agent has consented to serve as registered agent.			

C. The business address of the registered agent and the registered office address is:

471 STATE HIGHWAY 67	GRAHAM	TX	76450
<i>Street Address (No P.O. Box)</i>	<i>City</i>	<i>State</i>	<i>Zip Code</i>

3. Other Added, Altered, or Deleted Provisions

Other changes or additions to the certificate of formation may be made in the space provided below. If the space provided is insufficient, incorporate the additional text by providing an attachment to this form. Please read the instructions to this form for further information on format.

Text Area (The attached addendum, if any, is incorporated herein by reference.)

Add each of the following provisions to the certificate of formation. The identification or reference of the added provision and the full text are as follows:
 SUNNY SAHOTA
 MANAGING MEMBER
 PO BOX 219
 HOLLIDAY, TEXAS 76366

Alter each of the following provisions of the certificate of formation. The identification or reference of the altered provision and the full text of the provision as amended are as follows:

Delete each of the provisions identified below from the certificate of formation.

Statement of Approval

The amendments to the certificate of formation have been approved in the manner required by the Texas Business Organizations Code and by the governing documents of the entity.

Effectiveness of Filing (Select either A, B, or C.)

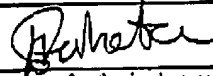
- A. This document becomes effective when the document is filed by the secretary of state.
 - B. This document becomes effective at a later date, which is not more than ninety (90) days from the date of signing. The delayed effective date is: _____
 - C. This document takes effect upon the occurrence of a future event or fact, other than the passage of time. The 90th day after the date of signing is: _____
- The following event or fact will cause the document to take effect in the manner described below:

Execution

The undersigned signs this document subject to the penalties imposed by law for the submission of a materially false or fraudulent instrument and certifies under penalty of perjury that the undersigned is authorized under the provisions of law governing the entity to execute the filing instrument.

Date: 7/31/2018

By: _____



Signature of authorized person

HARPRIT SAHOTA

Printed or typed name of authorized person (see instructions)

Corporations Section
P.O.Box 13697
Austin, Texas 78711-3697

David Whitley
Secretary of State



Office of the Secretary of State

CERTIFICATE OF FILING OF

Barron Petroleum LLC
File Number: 802811199

The undersigned, as Secretary of State of Texas, hereby certifies that the application for reinstatement for the above named entity has been received in this office and has been found to conform to law. It is further certified that the entity has been reinstated to active status on the records of this office.

ACCORDINGLY the undersigned, as Secretary of State, and by virtue of the authority vested in the Secretary by law hereby issues this Certificate of Filing.

Dated: 02/20/2019

Effective: 02/20/2019



A handwritten signature in black ink, appearing to read "David Whitley".

David Whitley
Secretary of State

Form 424
(Revised 05/11)
Submit in duplicate to:
Secretary of State
P.O. Box 13697
Austin, TX 78711-3697
512 463-5555
FAX: 512/463-5709
Filing Fee: See instructions



Certificate of Amendment

This space reserved for office use.

FILED
In the Office of the
Secretary of State of Texas

APR 23 2019

Corporations Section

Entity Information

The name of the filing entity is:

BARRON PETROLEUM, LLC

State the name of the entity as currently shown in the records of the secretary of state. If the amendment changes the name of the entity, state the old name and not the new name.

The filing entity is a: (Select the appropriate entity type below.)

- For-profit Corporation
- Nonprofit Corporation
- Cooperative Association
- Limited Liability Company
- Professional Corporation
- Professional Limited Liability Company
- Professional Association
- Limited Partnership

The file number issued to the filing entity by the secretary of state is: 802811199

The date of formation of the entity is: 9/11/2017

Amendments

1. Amended Name

(If the purpose of the certificate of amendment is to change the name of the entity, use the following statement)

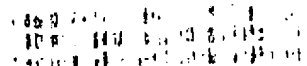
The amendment changes the certificate of formation to change the article or provision that names the filing entity. The article or provision is amended to read as follows:

The name of the filing entity is: (state the new name of the entity below)

The name of the entity must contain an organizational designation or accepted abbreviation of such term, as applicable.

2. Amended Registered Agent/Registered Office

The amendment changes the certificate of formation to change the article or provision stating the name of the registered agent and the registered office address of the filing entity. The article or provision is amended to read as follows:



Registered Agent

(Complete either A or B, but not both. Also complete C.)

A. The registered agent is an organization (cannot be entity named above) by the name of:

OR

B. The registered agent is an individual resident of the state whose name is:

First Name	M.I.	Last Name	Suffix
------------	------	-----------	--------

The person executing this instrument affirms that the person designated as the new registered agent has consented to serve as registered agent.

C. The business address of the registered agent and the registered office address is:

Street Address (No P.O. Box)	City	State	Zip Code
		TX	

3. Other Added, Altered, or Deleted Provisions

Other changes or additions to the certificate of formation may be made in the space provided below. If the space provided is insufficient, incorporate the additional text by providing an attachment to this form. Please read the instructions to this form for further information on format.

Text Area (The attached addendum, if any, is incorporated herein by reference.)

Add each of the following provisions to the certificate of formation. The identification or reference of the added provision and the full text are as follows:

MANJIT SAHOTA
 MANAGING MEMBER
 471 STATE HIGHWAY 67
 GRAHAM, TEXAS 76450

Alter each of the following provisions of the certificate of formation. The identification or reference of the altered provision and the full text of the provision as amended are as follows:

SUNNNY SAHOTA
 MANAGING MEMBER
 471 STATE HIGHWAY 67
 GRAHAM, TEXAS 76450

Delete each of the provisions identified below from the certificate of formation.

Statement of Approval

The amendments to the certificate of formation have been approved in the manner required by the Texas Business Organizations Code and by the governing documents of the entity.


Effectiveness of Filing (Select either A, B, or C.)

- A. This document becomes effective when the document is filed by the secretary of state.
 - B. This document becomes effective at a later date, which is not more than ninety (90) days from the date of signing. The delayed effective date is: _____
 - C. This document takes effect upon the occurrence of a future event or fact, other than the passage of time. The 90th day after the date of signing is: _____
- The following event or fact will cause the document to take effect in the manner described below:

Execution

The undersigned signs this document subject to the penalties imposed by law for the submission of a materially false or fraudulent instrument and certifies under penalty of perjury that the undersigned is authorized under the provisions of law governing the entity to execute the filing instrument.

Date: 4/23/2019

By: 

Manojin Mehber
Signature of authorized person

HARPRIT SAHOTA
Printed or typed name of authorized person (see instructions)

Filing#:802811199 Document#:1056737880002 Filed On 6/7/2021 received by Upload

Form 424
(Revised 05/11)

Submit in duplicate to:
Secretary of State
P.O. Box 13697
Austin, TX 78711-3697
512 463-5555
FAX: 512/463-5709
Filing Fee: See instructions



This space reserved for office use.

Certificate of Amendment

Entity Information

The name of the filing entity is:

BARRON PETROLEUM, LLC

State the name of the entity as currently shown in the records of the secretary of state. If the amendment changes the name of the entity, state the old name and not the new name.

The filing entity is a: (Select the appropriate entity type below.)

- For-profit Corporation
- Nonprofit Corporation
- Cooperative Association
- Limited Liability Company
- Professional Corporation
- Professional Limited Liability Company
- Professional Association
- Limited Partnership

The file number issued to the filing entity by the secretary of state is: 802811199

The date of formation of the entity is: 9/11/2017

Amendments

1. Amended Name

(If the purpose of the certificate of amendment is to change the name of the entity, use the following statement)

The amendment changes the certificate of formation to change the article or provision that names the filing entity. The article or provision is amended to read as follows:

The name of the filing entity is: (state the new name of the entity below)

The name of the entity must contain an organizational designation or accepted abbreviation of such term, as applicable.

2. Amended Registered Agent/Registered Office

The amendment changes the certificate of formation to change the article or provision stating the name of the registered agent and the registered office address of the filing entity. The article or provision is amended to read as follows:

Registered Agent

(Complete either A or B, but not both. Also complete C.)

A. The registered agent is an organization (cannot be entity named above) by the name of:

OR

B. The registered agent is an individual resident of the state whose name is:

First Name *M.I.* *Last Name* *Suffix*

The person executing this instrument affirms that the person designated as the new registered agent has consented to serve as registered agent.

C. The business address of the registered agent and the registered office address is:

Street Address (No P.O. Box) *City* *TX*
State *Zip Code*

3. Other Added, Altered, or Deleted Provisions

Other changes or additions to the certificate of formation may be made in the space provided below. If the space provided is insufficient, incorporate the additional text by providing an attachment to this form. Please read the instructions to this form for further information on format.

Text Area (The attached addendum, if any, is incorporated herein by reference.)

Add each of the following provisions to the certificate of formation. The identification or reference of the added provision and the full text are as follows:

Alter each of the following provisions of the certificate of formation. The identification or reference of the altered provision and the full text of the provision as amended are as follows:

Delete each of the provisions identified below from the certificate of formation.

Harprit Sahota- Managing Member (as of December 31,2020)
PO BOX 219
Holliday, Texas 76366

Statement of Approval

The amendments to the certificate of formation have been approved in the manner required by the Texas Business Organizations Code and by the governing documents of the entity.

Effectiveness of Filing (Select either A, B, or C.)

- A. This document becomes effective when the document is filed by the secretary of state.
 - B. This document becomes effective at a later date, which is not more than ninety (90) days from the date of signing. The delayed effective date is: _____
 - C. This document takes effect upon the occurrence of a future event or fact, other than the passage of time. The 90th day after the date of signing is: _____
- The following event or fact will cause the document to take effect in the manner described below:

Execution

The undersigned signs this document subject to the penalties imposed by law for the submission of a materially false or fraudulent instrument and certifies under penalty of perjury that the undersigned is authorized under the provisions of law governing the entity to execute the filing instrument.

Date: 5/22/2021

By:  _____

Signature of authorized person

SUNNY SAHOTA

Printed or typed name of authorized person (see instructions)

Corporations Section
P.O.Box 13697
Austin, Texas 78711-3697

Jose A. Esparza
Deputy Secretary of State



Office of the Secretary of State

CERTIFICATE OF FILING OF

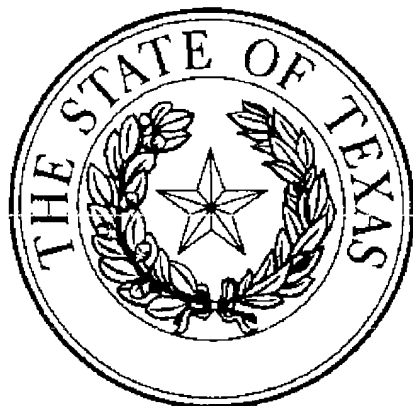
Barron Petroleum LLC
802811199

The undersigned, as Deputy Secretary of State of Texas, hereby certifies that a Certificate of Amendment for the above named entity has been received in this office and has been found to conform to the applicable provisions of law.

ACCORDINGLY, the undersigned, as Deputy Secretary of State, and by virtue of the authority vested in the secretary by law, hereby issues this certificate evidencing filing effective on the date shown below.

Dated: 06/07/2021

Effective: 06/07/2021



A handwritten signature in black ink, appearing to read "Jose A. Esparza".

Jose A. Esparza
Deputy Secretary of State

Form 424
(Revised 05/11)

Submit in duplicate to:
Secretary of State
P.O. Box 13697
Austin, TX 78711-3697
512 463-5555
FAX: 512/463-5709
Filing Fee: See instructions



This space reserved for office use.

Certificate of Amendment

Entity Information

The name of the filing entity is:

BARRON PETROLEUM LLC

State the name of the entity as currently shown in the records of the secretary of state. If the amendment changes the name of the entity, state the old name and not the new name.

The filing entity is a: (Select the appropriate entity type below.)

- | | |
|--|--|
| <input type="checkbox"/> For-profit Corporation | <input type="checkbox"/> Professional Corporation |
| <input type="checkbox"/> Nonprofit Corporation | <input checked="" type="checkbox"/> Professional Limited Liability Company |
| <input type="checkbox"/> Cooperative Association | <input type="checkbox"/> Professional Association |
| <input type="checkbox"/> Limited Liability Company | <input type="checkbox"/> Limited Partnership |

The file number issued to the filing entity by the secretary of state is: 802811199

The date of formation of the entity is: 9/11/2017

Amendments

1. Amended Name

(If the purpose of the certificate of amendment is to change the name of the entity, use the following statement)

The amendment changes the certificate of formation to change the article or provision that names the filing entity. The article or provision is amended to read as follows:

The name of the filing entity is: (state the new name of the entity below)

The name of the entity must contain an organizational designation or accepted abbreviation of such term, as applicable.

2. Amended Registered Agent/Registered Office

The amendment changes the certificate of formation to change the article or provision stating the name of the registered agent and the registered office address of the filing entity. The article or provision is amended to read as follows:

Registered Agent

(Complete either A or B, but not both. Also complete C.)

A. The registered agent is an organization (cannot be entity named above) by the name of:

OR

B. The registered agent is an individual resident of the state whose name is:

First Name *M.I.* *Last Name* *Suffix*

The person executing this instrument affirms that the person designated as the new registered agent has consented to serve as registered agent.

C. The business address of the registered agent and the registered office address is:

Street Address (No P.O. Box) *City* *State* *Zip Code*
TX

3. Other Added, Altered, or Deleted Provisions

Other changes or additions to the certificate of formation may be made in the space provided below. If the space provided is insufficient, incorporate the additional text by providing an attachment to this form. Please read the instructions to this form for further information on format.

Text Area (The attached addendum, if any, is incorporated herein by reference.)

Add each of the following provisions to the certificate of formation. The identification or reference of the added provision and the full text are as follows:

Alter each of the following provisions of the certificate of formation. The identification or reference of the altered provision and the full text of the provision as amended are as follows:

Delete each of the provisions identified below from the certificate of formation.

Sunny Sahota- Managing Member
471 State Highway 67
Graham, Texas 76450

Statement of Approval

The amendments to the certificate of formation have been approved in the manner required by the Texas Business Organizations Code and by the governing documents of the entity.

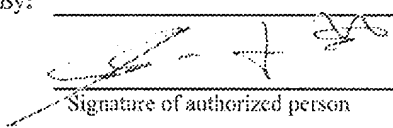
Effectiveness of Filing (Select either A, B, or C.)

- A. This document becomes effective when the document is filed by the secretary of state.
- B. This document becomes effective at a later date, which is not more than ninety (90) days from the date of signing. The delayed effective date is: _____
- C. This document takes effect upon the occurrence of a future event or fact, other than the passage of time. The 90th day after the date of signing is: _____
The following event or fact will cause the document to take effect in the manner described below:

Execution

The undersigned signs this document subject to the penalties imposed by law for the submission of a materially false or fraudulent instrument and certifies under penalty of perjury that the undersigned is authorized under the provisions of law governing the entity to execute the filing instrument.

Date: 9/9/2021

By: _____

Signature of authorized person

Manjit Sahota
Printed or typed name of authorized person (see instructions)

Corporations Section
P.O.Box 13697
Austin, Texas 78711-3697

Jose A. Esparza
Deputy Secretary of State



Office of the Secretary of State

CERTIFICATE OF FILING OF

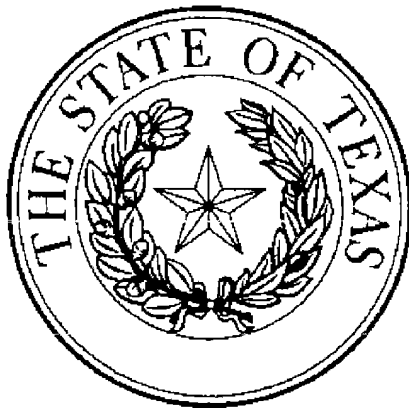
Barron Petroleum LLC
802811199

The undersigned, as Deputy Secretary of State of Texas, hereby certifies that a Certificate of Amendment for the above named entity has been received in this office and has been found to conform to the applicable provisions of law.

ACCORDINGLY, the undersigned, as Deputy Secretary of State, and by virtue of the authority vested in the secretary by law, hereby issues this certificate evidencing filing effective on the date shown below.

Dated: 09/15/2021

Effective: 09/15/2021



A handwritten signature in black ink, appearing to read "J. Esparza", with a long horizontal line extending to the right.

Jose A. Esparza
Deputy Secretary of State

Come visit us on the internet at <https://www.sos.texas.gov/>

Phone: (512) 463-5555
Prepared by: Elizabeth "Annie" Denton

Fax: (512) 463-5709
TID: 10303

Dial: 7-1-1 for Relay Services
Document: 1079295700004

RECEIVER'S APPENDIX 196

SEC-TSOS-E-0001564

EXHIBIT H

Payer: BARRON PETROLEUM LLC Company Code: BARRO

Tax Year: 2020 Return: W-2

10	██████████	██	██████████	██
	1 Wages, tips, other comp.	809.82	2 Federal income tax withheld	11.00
	3 Social security wages	809.82	4 Social security tax withheld	50.21
	5 Medicare wages and tips	809.82	6 Medicare tax withheld	11.75
20	██████████	██	██████████	██
	1 Wages, tips, other comp.	13,789.41	2 Federal income tax withheld	984.00
	3 Social security wages	13,789.41	4 Social security tax withheld	854.97
	5 Medicare wages and tips	13,789.41	6 Medicare tax withheld	199.97
30	██████████	██	██████████	██
	1 Wages, tips, other comp.	15,425.49	2 Federal income tax withheld	1,711.00
	3 Social security wages	15,425.49	4 Social security tax withheld	956.39
	5 Medicare wages and tips	15,425.49	6 Medicare tax withheld	223.74
40	██████████	██	██████████	██
	1 Wages, tips, other comp.	2,932.96	2 Federal income tax withheld	161.00
	3 Social security wages	2,932.96	4 Social security tax withheld	181.84
	5 Medicare wages and tips	2,932.96	6 Medicare tax withheld	42.53
50	██████████	██	██████████	██
	1 Wages, tips, other comp.	887.58	3 Social security wages	887.58
	4 Social security tax withheld	55.03	5 Medicare wages and tips	887.58
	6 Medicare tax withheld	12.88		
60	██████████	██	██████████	██
	1 Wages, tips, other comp.	2,019.57	2 Federal income tax withheld	90.00
	3 Social security wages	2,019.57	4 Social security tax withheld	125.22
	5 Medicare wages and tips	2,019.57	6 Medicare tax withheld	29.28
70	██████████	██	██████████	██
	1 Wages, tips, other comp.	19,870.19	2 Federal income tax withheld	1,326.00
	3 Social security wages	19,870.19	4 Social security tax withheld	1,231.94
	5 Medicare wages and tips	19,870.19	6 Medicare tax withheld	288.10
80	██████████	██	██████████	██0
	1 Wages, tips, other comp.	9,972.66	2 Federal income tax withheld	1,103.00
	3 Social security wages	9,972.66	4 Social security tax withheld	618.31
	5 Medicare wages and tips	9,972.66	6 Medicare tax withheld	144.61
90	██████████	██	██████████	██
	1 Wages, tips, other comp.	909.54	2 Federal income tax withheld	29.00
	3 Social security wages	909.54	4 Social security tax withheld	56.39
	5 Medicare wages and tips	909.54	6 Medicare tax withheld	13.19
100	██████████	██	██████████	██
	1 Wages, tips, other comp.	291.78	2 Federal income tax withheld	22.00
	3 Social security wages	291.78	4 Social security tax withheld	18.09
	5 Medicare wages and tips	291.78	6 Medicare tax withheld	4.23
110	██████████	██	██████████	██
	1 Wages, tips, other comp.	5,740.90	2 Federal income tax withheld	155.00
	3 Social security wages	5,740.90	4 Social security tax withheld	355.94
	5 Medicare wages and tips	5,740.90	6 Medicare tax withheld	83.24

120				
	1 Wages, tips, other comp.	6,492.93	2 Federal income tax withheld	376.00
	3 Social security wages	6,492.93	4 Social security tax withheld	402.57
	5 Medicare wages and tips	6,492.93	6 Medicare tax withheld	94.15
130				
	1 Wages, tips, other comp.	2,355.72	2 Federal income tax withheld	101.00
	3 Social security wages	2,355.72	4 Social security tax withheld	146.05
	5 Medicare wages and tips	2,355.72	6 Medicare tax withheld	34.16
140				
	1 Wages, tips, other comp.	21,294.66	2 Federal income tax withheld	1,286.00
	3 Social security wages	21,294.66	4 Social security tax withheld	1,320.29
	5 Medicare wages and tips	21,294.66	6 Medicare tax withheld	308.79
150				
	1 Wages, tips, other comp.	11,840.57	2 Federal income tax withheld	1,370.00
	3 Social security wages	11,840.57	4 Social security tax withheld	734.09
	5 Medicare wages and tips	11,840.57	6 Medicare tax withheld	171.66
160				
	1 Wages, tips, other comp.	9,793.94	2 Federal income tax withheld	543.00
	3 Social security wages	9,793.94	4 Social security tax withheld	607.24
	5 Medicare wages and tips	9,793.94	6 Medicare tax withheld	142.02
170				
	1 Wages, tips, other comp.	1,188.33	2 Federal income tax withheld	84.00
	3 Social security wages	1,188.33	4 Social security tax withheld	73.68
	5 Medicare wages and tips	1,188.33	6 Medicare tax withheld	17.23

***** No Errors Found *****

***** Totals *****

Number of Employees: 17

Box 1 - Wages, tips, other compensation	125,616.05
Box 2 - Federal income tax withheld	9,352.00
Box 3 - Social security wages	125,616.05
Box 4 - Social security tax withheld	7,788.25
Box 5 - Medicare wages and tips	125,616.05
Box 6 - Medicare tax withheld	1,821.53

BARRON PETROLEUM LLC
Invoice Coding List

A/P Account: 2010

Accounts from 7260 thru 7260

Paid Date 01/01/2020 thru 12/31/2020 Plus All Open Items

Eff Date	Inv Date	Pd Date	Invoice#-Description	Amount	Exp Acct-Sub-AFE#	Deck#	Expense Acct-Sub Description	Exp Amt
06/19/2020	02/13/2020	02/13/2020	900 A/P Invoice	200.00	7260		Contract Labor	200.00
06/19/2020	02/21/2020	02/21/2020	892 A/P Invoice	605.86	7260		Contract Labor	605.86
06/19/2020	02/26/2020	02/26/2020	874 A/P Invoice	179.75	7260		Contract Labor	179.75
			Vendor Total	985.61				
06/19/2020	03/18/2020	03/18/2020	965 A/P Invoice	1,380.00	7260		Contract Labor	1,380.00
06/19/2020	03/13/2020	03/13/2020	116 A/P Invoice	2,300.00	7260		Contract Labor	2,300.00
06/19/2020	02/21/2020	02/21/2020	898 A/P Invoice	2,763.06	7260		Contract Labor	2,763.06
06/19/2020	02/10/2020	02/10/2020	869 A/P Invoice	2,077.96	7260		Contract Labor	2,077.96
			Vendor Total	8,521.02				
07/01/2020	07/01/2020	07/01/2020	1093 21.27 HOURS @ \$16/HR	340.32	7260		Contract Labor	340.32
05/05/2020	05/05/2020	05/05/2020	1059 PUMPER	2,500.00	7260		Contract Labor	2,500.00
06/09/2020	06/01/2020	06/08/2020	060920 MAY PUMPING	2,500.00	7260		Contract Labor	2,500.00
06/18/2020	01/30/2020	01/30/2020	835 WOLFCAMP PUMPER	3,500.00	7260		Contract Labor	3,500.00
06/19/2020	03/01/2020	03/01/2020	939 WOLFCAMP PUMPER	3,500.00	7260		Contract Labor	3,500.00
06/22/2020	04/06/2020	04/06/2020	1001 MARCH PUMPING	2,500.00	7260		Contract Labor	2,500.00
12/31/9999	07/17/2020		1066 Pumper	2,500.00	7260		Contract Labor	2,500.00
			Vendor Total	17,000.00				
06/10/2020	06/10/2020	06/10/2020	732 A/P Invoice	101.25	7260		Contract Labor	101.25
06/18/2020	01/29/2020	01/29/2020	833 CONWAY	750.00	7260		Contract Labor	750.00
06/19/2020	03/05/2020	03/05/2020	922 A/P Invoice	750.00	7260		Contract Labor	750.00
			Vendor Total	1,500.00				

A/P Account: 2010

Accounts from 7260 thru 7260

Paid Date 01/01/2020 thru 12/31/2020 Plus All Open Items

Total of all the Invoices: 28,448.20

Acct#	Description	Total DB	Total CR	Net Amt
7260	Contract Labor	28,448.20	0.00	28,448.20
Total:		28,448.20	0.00	28,448.20

* Invoices paid by credit card are treated for this report to have been paid as of the G/L effective date.

EXHIBIT I

**AGREEMENT BETWEEN ROGER SAHOTA-BARRON PETROLEUM, LLC AND WILLIAM PURVES
HIGHLANDER ENERGY LLC**

This agreement is made on December 10, 2020 between ROGER SAHOTA-BARRON PETROLEUM LLC, a Texas limited liability company and oil and gas company, whose address is 471 Texas Highway 67, Graham, Young County, Texas 76450, the ASSIGNOR OF THIS AGREEMENT(herein after called OPERATOR), and HIGHLANDER ENERGY LLC, A Texas limited liability company whose address is 735 Armstrong Drive, Georgetown, Williamson County, Texas 78633, THE ASSIGNEE IN THIS AGREEMENT, (herein after called GEOSCIENTIST). OPERATOR in this agreement is the oil and gas, minerals lease holder and developer of West Ranch Properties located in Val Verde County, Texas. West Ranch Properties consist of Bekah West, Margo West, Rob West and Robert Simons acting as Team Leader/Broker(herein designated as LAND OWNER).

LAND LEASES are described on "EXHIBIT A" . Exhibit A describes the LEASE lands that GEOSCIENTIST, provided assistance in acquiring leases from the West Ranch LAND OWNER and intellectual, technical expertise for development of this project.

GEOSCIENTIST will be compensated by OPERATOR for his assistance in acquiring the West Ranch Leases, as well as for his expertise and development of the property listed EXHIBIT A. For adequate consideration, OPERATOR transfers, assigns, and conveys to GEOSCIENTIST/ASSIGNEE an overriding royalty interest in the LAND LEASES and in all of the oil, gas, and other minerals produced, saved, and marketed from the LANDS pursuant to the terms of the Leases equal to 4% of 8/8 (the "OVERRIDE) and by providing a \$50/acre land leasing bonus. The OVERRIDE is assigned to ASSIGNEE free and clear of all costs and expenses of exploration, production, and operations on the Leases. The OVERRIDE shall proportionately bear and pay its proportionate part of all applicable taxes.

Should the Leases be renewed or extended on all or part of the LANDS, the OVERRIDE shall be effective as to the renewed or extended Leases. The 4% of 8/8 OVERRIDE assigned to GEOSCIENTIST remains conveyed TO GEOSCIENTIST in the event OPERATOR sells or exchanges LEASES to any new or subsequent operator. OPERATOR agrees that any part of a conveyance or sales of these LEASES to a new operator or company includes terms in that sale or exchange that the new operator or company will be obligated to maintain this OPERATOR assigned 4% 8/8 OVERRIDE to GEOSCIENTIST or heirs.

This agreement is valid for the duration of the leases and valid only with HIGHLANDER ENERGY LLC. This Assignment is made and provision of this Assignment shall be binding upon and inure to the benefit of Assignor and Assignee, and their respective heirs, legal representatives, successors and assigns.

OPERATOR AND GEOSCIENTIST of West Ranch properties stated in EXHIBIT A have usage privileges of 3D seismic data and interpretations previously conveyed to OPERATOR AND GEOSCIENTIST by and through agreements made with the Carson Ranches, LTD.

00324434

EXHIBIT A

All of the following lands are located in VAL VERDE COUNTY, TEXAS.

to Memorandum of Oil and Gas Lease dated October 1, 2020, between: Robert West Simons, Individually and as Attorney in Fact for Edwin M. Simons, Jr.; Robert M. West, III, Margo Chrisann West and Rebekah Simons West, as Lessor, (undivided 1/5 interest each) and Barron Petroleum LLC, a Texas Limited Liability Company, as Lessee.

All of the following lands are located in VAL VERDE COUNTY, TEXAS, to-wit:

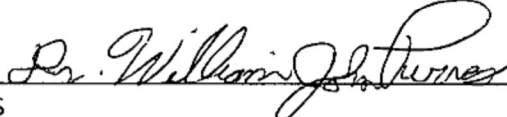
This Lease covers all rights below 1500 feet, it being the intent of the Lessor to reserve unto themselves shallow rights from the surface down to and including, but not below, 1500 feet.

ABSTRACT	SURVEY	CERTIFICATE	ORIGINAL GRANTEE	ACRES
2576 W.Pt.S/2	16	813	J.M. Turner	329.5
2227	18	1365	John C. Thomas	361
1529	1	5426	GC&SF Rlwy. Co	639.2
1530	3	5427	GC&SF Rlwy. Co.	319.6
4088	SF	15885	Walter F. Jones	29.83
2013 W/2	12	1528	W.H. Mauldin	640
2574 E/2	12	1528	W.H. Mauldin	640
20 12 W/2	11	26	T.K. Crawford	640
2226 E/2	11	26	T.K. Crawford	640
1921	2	1925	Thos. J. Miller (McBee)	1280
1922 E. Pt.	3	1748	Harriet Lawson	655.8
			Total Acreage	6174.93

Payment Plan: Total acres are 6,174.93 @ \$50.00 per acres the total comes to \$308,746.50. Barron Petroleum LLC agrees to make 24 equal payments of \$12,864.43 starting on Jan 15,2021 and every month there after till \$308,746.50 is paid in full.

EXECUTED as of the respective acknowledgement dates of the signatory parties; effective as of the Effective Date. This Assignment may be executed in counterpart and each executed counterpart shall be deemed an original and signatory and acknowledgment pages may be compiled to form one instrument and shall have the same effect as if one original had been executed by all parties constituting Assignor.

BARRON ENERGY, LLC  DATE Dec. 10, 2020
 ROGER SAHOTA

HIGHLANDER ENERGY, LLC  DATE Dec. 12, 2020
 DR. WILLIAM JOHN PURVES

00324434

STATE OF TEXAS
COUNTY OF SCHLEICHER

§
§

This instrument was acknowledged before me on the 10th day of December, 2020 by Roger Sahota-Barron Petroleum, LLC, Assignor.



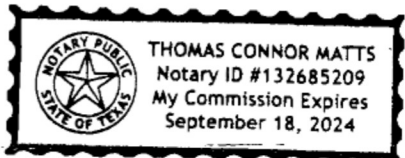
Gabriela Guzman
NOTARY PUBLIC, State of Texas
My Commission Expires: 9/23/20

00324434

STATE OF TEXAS

COUNTY OF WILLIAMSON

This instrument signature was acknowledged before me on the 12th day of December, 2020 by Dr. William John Purves, Highlander Energy LLC of 735 Armstrong Dr., Georgetown, Williamson County, Texas 78633, ASSIGNEE.

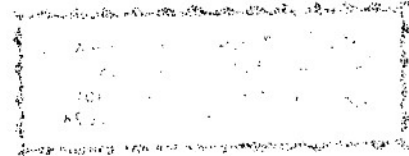


Thomas Connor Matts

NOTARY PUBLIC, State of Texas

My Commission Expires 9/18/2020

00324434



FILED AND RECORDED
OFFICIAL PUBLIC RECORDS
On: Dec 22, 2020 at 01:59P

Document Number: 00324434
Receipt# - 159181
Amount 38.00

Generosa Gracia Ramon
County Clerk, Val Verde County

By *Yvonne Avila*
Yvonne Avila

STATE OF TEXAS COUNTY OF VAL VERDE

I hereby certify that this instrument
was filed on the date and time stamped
hereon by me and was duly recorded
in the OFFICIAL PUBLIC RECORDS
of Val Verde County.

Dec 22, 2020 01:59P

Generosa Gracia Ramon
County Clerk, Val Verde County
By:

Yvonne Avila



ASSIGNMENT OF OVERRIDING ROYALTY INTEREST

State: Texas
County: Val Verde
Assignor: IW Carson LLC.,
6725 Hwy. 380, Snyder, Texas 79549

Assignee: Highlander Energy LLC.,
735 Armstrong Drive, Georgetown, Texas 78633

Effective Date: 31 December, 2018

Assignor, named above, owns the oil, gas, and minerals on lands located in the county and state named above (the "Lands"). These Lands are described on Exhibit "A" to this Assignment.

For adequate consideration, Assignor transfers, assigns, and conveys to Assignee an overriding royalty interest in the Leases and in all of the oil, gas, and other minerals produced, saved, and marketed from the Lands pursuant to the terms of the Leases equal to 4% of 8/8 (the "Override").

The Override is assigned to Assignee free and clear of all costs and expenses of exploration, production, and operations on the Leases. The Override shall bear and pay its proportionate part of all applicable taxes. The Override shall be proportionately reduced in the event it is determined the Leases cover less than 100% of the mineral estate in the Lands or Assignor owns less than 100% of the leasehold estate created by the Leases.

Should the Leases be renewed or extended on all or part of the Lands, the Override shall be effective as to the renewed or extended Leases. Assignor reserves the right and authority to pool the Leases with other leases without the consent or joinder of Assignee. In that event, the Override shall be proportionately reduced in accordance with pooling, in the same manner as the royalty in the Leases.

This Assignment is made without warranty, either express or implied. The terms and provisions of this Assignment shall be binding on and inure to the benefit of Assignor and Assignee and their respective heirs, legal representatives, successors, and assigns.

00314869

This Assignment is signed by Assignor as of the date of acknowledgment of Assignor's signature below, but is effective for all purposes as of the Effective Date stated above.

ASSIGNOR

IW Carson LLC.,



Buddy B. Baldrige- Co-Manager

ASSIGNOR



Childress- Co-Manager Clay

ASSIGNOR



Allen Claburn- Co - Manager

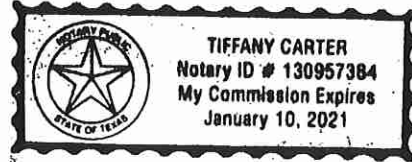
00314869

STATE OF TEXAS
COUNTY OF VAL VERDE

This instrument was acknowledged before me on the 16th day of Jan, by Buddy B. Baldwin, CO MANAGER IW CARSON LLC., of said corporation on behalf of said corporation.

Tiffany Carter

Notary Public for the State of Texas

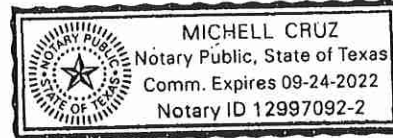


STATE OF TEXAS
COUNTY OF ~~VAL VERDE~~ Crockett

This instrument was acknowledged before me on the 16 day of Jan, by Clay Childress, CO MANAGER IW CARSON LLC., of said corporation on behalf of said corporation.

Michelle Cruz

Notary Public for the State of Texas

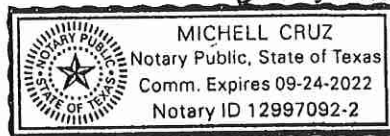


STATE OF TEXAS
COUNTY OF

This instrument was acknowledged before me on the 11 day of March, by Allen Chabon, CO MANAGER IW CARSON LLC., of said corporation on behalf of said corporation.

Michelle Cruz

Notary Public for the State of Texas



00314869

EXHIBIT "A"

Attached to and made a part of that certain Assignment of Overriding Royalty Interest dated effective 31 December, 2018 executed by and between IW Carson LLC., as Assignor and Deadwood Cattle Co. LLC., as Assignee.

1. Oil, Gas and Mineral Lease dated 31 December , 2018 by and between IW CARSON LLC., as Lessor and DEADWOOD CATTLE CO. LLC., as Lessee recorded by Memorandum in Volume _____, Page _____, Official Public Records, Val Verde County, Texas.
Instrument # 00311551

00314869

EXHIBIT "A"
TO THAT CERTAIN OIL AND GAS LEASE DATED 31 December 2018
BY AND BETWEEN
TW CARSON LLC, AS ASSIGNOR AND DEADWOOD CATTLE CO. LLC, AS
ASSIGNEE TO WIT:

W 1/2 of section 14 containing 477.70 acres more or less from Abstract 2301, Certificate 270, Survey Wpt. 14, Grantee M.A. Allen, Block S-10.

524.30 acres Abstract 2575, Certificate 629, Survey SW pt 12, Grantee Robert Ashby, Block C-15.

Total Acres being 1000 more or less



00314869



FILED AND RECORDED
OFFICIAL PUBLIC RECORDS
On: Jul 29, 2019 at 02:21P

Document Number: 00314869
Receipt# - 149919
Amount 42.00

Generosa Gracia-Ramon
County Clerk, Val Verde County

By: *[Signature]*
Deputy
Yvonne Avila

STATE OF TEXAS COUNTY OF VAL VERDE

I hereby certify that this instrument
was filed on the date and time stamped
hereon by me and was duly recorded
in the OFFICIAL PUBLIC RECORDS
of Val Verde County.

Jul 29, 2019 02:21P

Generosa Gracia-Ramon
County Clerk, Val Verde County

By: *[Signature]*

Doc# 00000175309
Book 0899 Page 0195

ASSIGNMENT OF ROYALTY INTEREST

State: Texas
County: Crockett

Assignors: Petro Childress LLC
P. O. Box 1249, Ozona, Texas 76943

Chris Carmen Sutton
P. O. Box 1534, Ozona, Texas 76943

Assignee: Highlander Energy LLC
735 Armstrong Drive, Georgetown, Texas 78633

Effective Date: September 24, 2020

Assignors, named above, for good and valuable consideration, the receipt and sufficiency of which are acknowledged, transfer, assign and convey to Assignee, named above, its successors and assigns, an undivided sixteen percent (16%) of the royalty reserved by Assignors in the lease and lands described on attached Exhibit A (the "Lease") in all of the oil, gas and associated hydrocarbons produced, save and marketed from the Lease, and lands pooled therewith, pursuant to the terms of the Lease.

The royalty herein assigned (i) shall be paid in the same manner and on the same basis as royalties are paid under the terms of the Lease, reference being made thereto for all purposes; (ii) shall be proportionately reduced if the Lease covers less than the full (100%) mineral estate in the lands covered by the Lease, or any portion thereof; (iii) shall extend to any ratifications, extensions, renewals or amendments to the Lease; and (iv) may be pooled in the same manner as Assignors' royalty may be pooled in accordance with the terms of the Lease.

This Assignment is made without warranty, either express or implied. The terms and provisions of this Assignment shall be binding upon and inure to the benefit of Assignors and Assignee, and their respective heirs, legal representatives, successors and assigns.

EXHIBIT A
TO
ASSIGNMENT OF ROYALTY INTEREST

Oil and Gas Lease dated September 24, 2020, a memorandum of which is recorded in Volume 889, Page 546 of the Official Public Records of Crockett County, Texas, by and between Petro Childress LLC and Chris Carmen Sutton, as Lessor, and Barron Petroleum LLC, as Lessee, covering the following lands in Crockett County, Texas:

Tract	Part	Section	Block	Abstract	Acres
1.	S/2	9	XX	3139	320
2.	S/2	16	R	4908	320
3.	W. Pt of E. Pt.*	46	OOO	5470	213.0
4.	N. Pt.**	26	OOO	4530	147.0

* that portion of said Section 46 included within a rectangle, the west boundary line of which is formed by extending the west line of Section 9, Block XX southward to the north line of Section 26, Block OOO, A-4530, and the east boundary line of which is formed by extending the east line of Section 9, Block XX southward to the north line of Section 26, Block OOO.

** a rectangle out of the northwest corner of said Section 26 encompassing an area 5,600 feet from the west line and 1,144 feet from the north line of said Section 26, containing 147 acres, more or less.

EXECUTED as of the respective acknowledgement dates of the signatory parties; effective as of the Effective Date. This Assignment may be executed in counterpart and each executed counterpart shall be deemed an original and signatory and acknowledgement pages may be compiled to form one instrument and shall have the same effect as if one original had been executed by all parties constituting Assignors.

PETRO CHILDRESS LLC

By: James R Childress

Name: James R Childress

Title: Pres

Chris Carmen Sutton

CHRIS CARMEN SUTTON

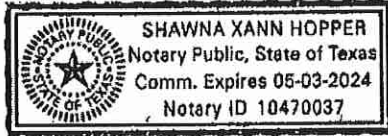
ACKNOWLEDGEMENTS

STATE OF TEXAS §

§

COUNTY OF CROCKETT §

This instrument as acknowledged before me on the 1st day of June, 2021 by James R. Childress, as President of PETRO CHILDRESS LLC, a Texas limited liability company, on behalf of said company.



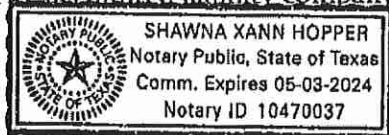
Shawna Xann Hopper
NOTARY PUBLIC - STATE OF TEXAS

STATE OF TEXAS §

§

COUNTY OF CROCKETT §

This instrument as acknowledged before me on the 1st day of June, 2021 by Chris Carmen Sutton, as Owner of PETRO CHILDRESS LLC, a Texas limited liability company, on behalf of said company.



Shawna Xann Hopper
NOTARY PUBLIC - STATE OF TEXAS

Book 0899 Page 0198

HIGHLANDER ENERGY, LLC

Dr. William John Purves

Dr. William John Purves

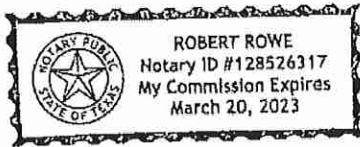
STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

This instrument signature was acknowledged before me on the 10th day of JUNE, 2021, by Dr. William John Purves, Highlander Energy LLC of 735 Armstrong Dr., Georgetown, Williamson County, Texas 78633, ASSIGNEE.

Robert Rowe

NOTARY PUBLIC, State of Texas

My Commission Expires 03/20/2023



Doc# 00000175309
#Pages 4
6/16/2021 3:35:13 PM
Official Public Records of
Crockett County
Minfa Preddy
County Clerk
Fees: \$42.00

EXHIBIT J



THE
HEARTLAND
GROUP





Disclaimer: This is not an offer to buy or sell securities. Oil and natural gas investments carry risk. The information provided about projects and opportunities is based on the best available information, but has not been verified by Heartland, and is subject to change at any time. Heartland does not make any warranties about the information provided herein. Each respective party must do their own due diligence and verification.



Rev. 011921.1

About



THE HEARTLAND GROUP



The Heartland Group Advantages

- Low CapEx
- Vertical Drilling
- Experienced Team of Strategic Partners

The Heartland Group is a conglomerate of business and strategic partners focused on providing alternative investment opportunities to accredited investors. As a smaller company in the oil and gas industry, rather than relying on deep pockets, we have focused on leveraging our connections to reach our goals.

The Heartland Group has positioned itself in the Permian Basin, officially the highest producing region in the United States according to the Energy Information Administration (EIA). Heartland hopes this will be recognized as one of our keys to success in the long term.

Heartland also believes in sound business practices. Heartland does not have bank loans, lines of credits, and other such debt. We pay cash for leases and equipment leaving the only debt as that of investor's loans. That means large banks or third party corporations cannot control us. All assets are paid for which provides a safety net for investors. Heartland acquires significant resources to ensure investor viability.

SOUND BUSINESS PRINCIPALS



Rev. 011921.1

The Team



AT THE HEARTLAND GROUP

Brad Pearsey

Brad has been in the financial services industry for well over a decade, and during that time he has worked with clients and advisers all over the country. Brad has owned his own Registered Investment Advisory firm as well as his own alternative investment company. He has assisted companies with setting up funds and offerings in accordance to compliance, due diligence, and best business practices. Brad has recently been working in the oil and gas industry assisting in raising capital and developing sound business objectives. His goal is to create opportunities for investors to partner with oil companies in creating American jobs as well as American produced oil. He attended Indiana Wesleyan University with an emphasis on accounting and finance. He lives just outside of Indianapolis, IN with his wife of 21 years and their 5 children.

John Muratore

John Muratore is a financial service professional, and has owned two very successful mortgage-banking firms in Orange County, California. He sold his last company, California Nova Financial in 2006 to retire. Around 2010 John switched his focus to help clients preserve and grow their wealth. It was through his own search for protection and growth of his family's personal wealth that he decided to seek out investment opportunities that would not only protect, but also enhance the assets that he worked so hard to earn. Through the development of another business, Champion Investments, John set his sights on alternative investment platforms to meet the needs of investors across the country. Now John holds a California life insurance license and a California real estate license. He resides in Huntington Beach, California with his wife of 21 years and their 5 children.

Rustin Brunson

Rustin Brunson is an entrepreneur and Texas attorney. He has been named as a Texas Monthly Magazine "Super Lawyer Rising Star" from 2017-2020. Rustin has had a unique corporate career in that he has lead teams in transactional and compliance matters as well as serve as lead counsel in complex litigation matters. Rustin firmly believes that his experience trying cases to juries has made him a better negotiator, risk evaluator, and transactional lawyer. He is licensed to practice law in the State of Texas and in the federal courts of the United States. Rustin holds a Bachelor of Business Administration from University of Texas Arlington and a Doctorate of Jurisprudence from Oklahoma City University where he was named to the Order of Barristers and won the McAfee and Taft Outstanding Trial Advocate Award. Rustin's professional focus involves commercial, regulatory, and litigation matters. He lives just outside of Mansfield, Texas with his wife of 10 years and their two daughters where they are very involved in the community.



Strategic Partners

AT THE HEARTLAND GROUP

Heartland recognizes that business is done with people, for people. That's why we have strategically aligned ourselves with valuable partners to achieve our goals.



Drilling oil and gas in the Texas Gulf Coast region since 2003, Barron Petroleum has been an instrumental part of Heartland breaking into the Permian Basin. Over the years, Arco has gained valuable experience establishing themselves as a top oil operator by implementing new technologies, field mapping and production history research.

JERRY LEWIS

Jerry is a senior finance and tax executive with over 30 years of experience in public and private companies and now serves in the role of Heartland's CFO. His experience includes consulting for large, middlemarket and earlystage companies, merger and acquisition transaction structuring and due diligence. His industry experience includes financial services, oil and gas, real estate, and technology.

JACK PETERSON

With 41 years in the business, Jack Peterson worked for various companies such as Union Pacific Resources and Southern California Edison. His experience includes industrial automation, controls engineering, facilities construction and relocation, asset management, project management and field supervision, among other skill sets. Now, Jack is one of Heartland's engineering consultants.

Locke Lord

Locke Lord LLP is law firm that formed in 2007, after the combination of Locke Liddell & Sapp PLLC and Lord Bissell & Brook LLP. Locke Lord is a full-service law firm that has earned its reputation for litigation, regulatory and transactional work. Throughout their more than 130-year history, they've cultivated partnerships with a broad range of public and private companies. Locke Lord has been retained as counsel for The Heartland Group.

DR. WILLIAM JOHN PURVES

Dr. William John Purves graduated from the University of Arizona with his Ph.D. in Geosciences. Since then, he has been working tirelessly as a geoscientist with various companies in the petroleum industry, such as Mobil Exploration. He has had numerous publications and acted as chairman of Dallas Geological Society and in 2004, he held the responsibility for Co-Chair for the SEPM Hydrothermal Dolomite Carbonate session at the National AAPG Convention. Dr. Purves has spent over twelve years involved in Permian Basin exploration and production programs where his experience has developed into an expertise for innovative interpretation and 3D seismic visualization of carbonate reservoirs. This experience has given him the ability to play a crucial role in the discovery and development of the projects The Heartland Group is currently working on in the Permian Basin.





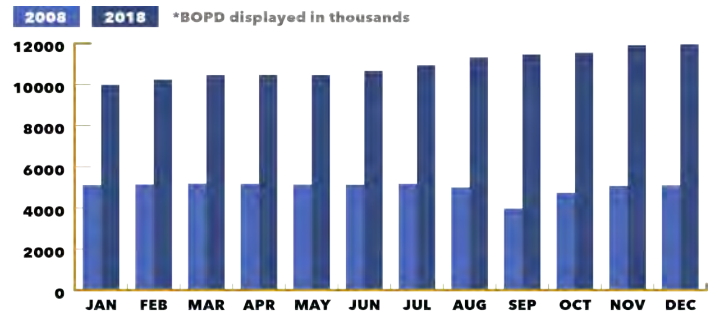
The Oil Industry



INSIGHT & UNDERSTANDING



Like any industry, there are highs and lows. However, the oil industry has a unique advantage. Oil is a commodity that will always be essential to society, and historically, it has proven its value. Properly positioned, in the Permian Basin, with newer technology, this commodity can provide diversified and mitigated-risk opportunities to investors.



92 BARRELS OF OIL COME OUT OF THE PERMIAN BASIN EVERY SECOND.

Average BOPD has increased 120% over the last 10 years between 2008 and 2018. In fact, it increased 26% from 2017 to 2019 alone. However, due to the pandemic in 2020 there was a drop of 7.4% in average BOPD. According to the EIA, 2021 is predicted to start turning in the right direction with only a 1.8% drop in average BOPD.

Statistics and information on this page provided by the EIA, among other resources.



Rev. 011921.1

Geography

HOW IT'S DONE

All project locations Heartland has chosen to establish themselves in is intentional. As of early 2019, Heartland is participating in 4 projects, which are located in or close to the Permian Basin. Choosing these locations were instrumental in setting Heartland up for success. The Permian Basin and many adjacent basins are among the most oil and gas rich regions in the entire country according to the EIA. This fact alone plays a central part in how we curate our projects.



Heartland is involved in 4 Projects:

- The Carson
- Wolf Camp
- Conway
- Sahota I & II

STRATEGIC POSITIONING IN THE PERMIAN BASIN

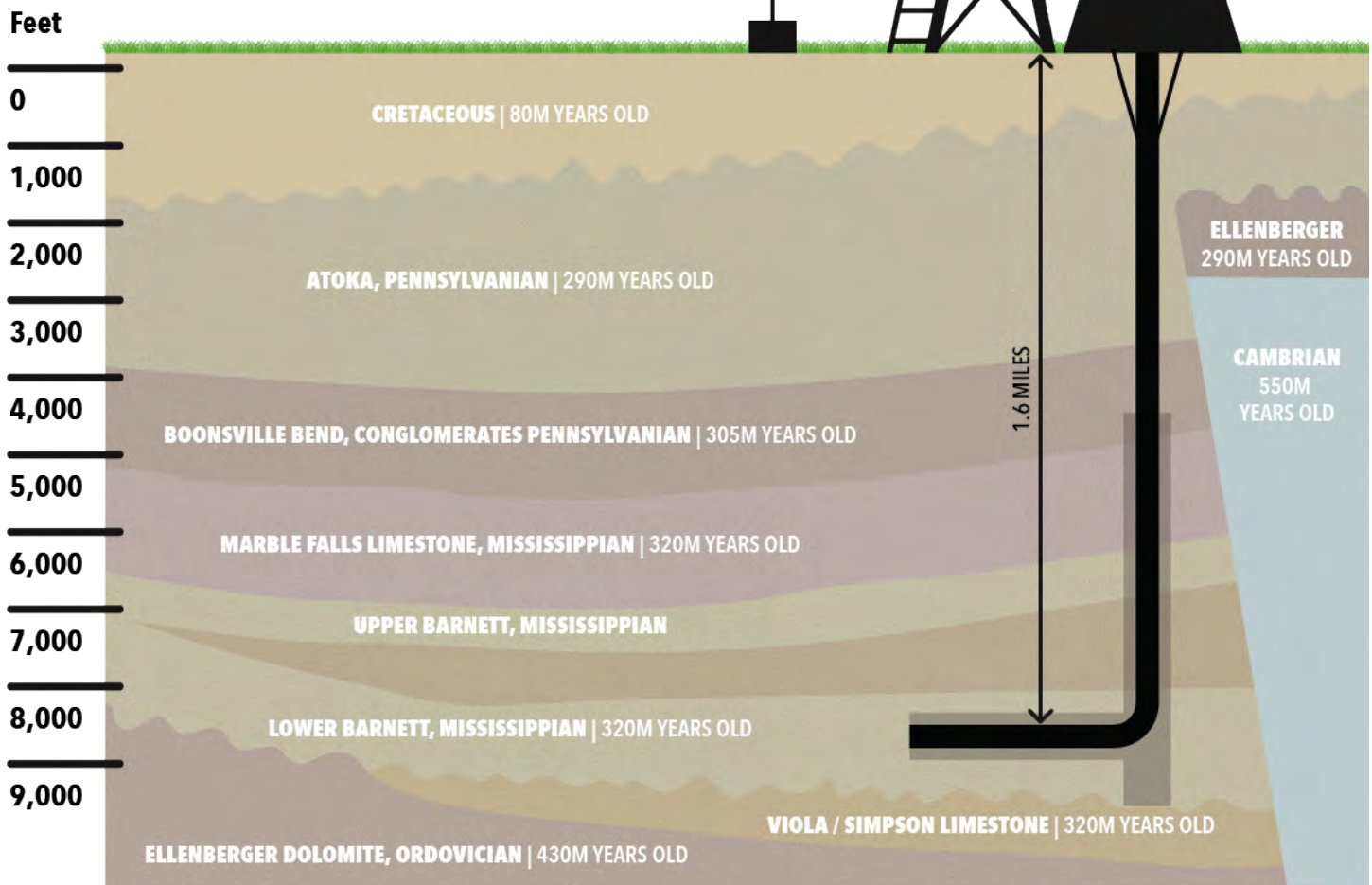


Geology

HOW IT'S DONE

There are several technical aspects that go on behind the scenes of making a drilling project successful. A keen understanding of geology is one of many important factors. Heartland has expert operators and petroleum engineers that have been active in the industry for decades. Ranging from the shallow Permian Sands down to the Ellenberger Dolomite, Heartland's operators are constantly analyzing formations which typically include thick organic shale deposits on top of limestone and dolomite deposits which can hold oil and gas deposits.

AN EXAMPLE OF BASIN FORMATIONS



Heartland has expert operators and petroleum engineers that have been active in the industry for decades.

Drilling

HOW IT'S DONE

Heartland's operators and engineers use proven techniques combined with new technologies to not only drill new projects but to rework wells previously thought to be "dry". Drilling techniques include thtt3-D imaged seismic structure map analysis and TRNCO 3D seismic program data analysis to identify where to specifically drill. With the assistance of our partners in the field, Heartland leverages these advantages to our success.



Expert
Operators
And
Engineers

Product Offerings

FOR ACCREDITED INVESTORS

In April 2019, The Heartland Group formed a partnership with Barron Petroleum to fund various projects. This joint venture has since become involved in multiple different projects such as: The Carson, Wolf Camp, Conway, and Sahota I & II with more to come. Heartland now offers seven different products to meet the specific needs of its investors.

	ILLIQUID	ANNUAL RETURN	RETURN AT MATURITY	TAX DEDUCTIBLE	MARKET INFLUENCED	MINIMUM INVESTMENT
12 MONTH DEBT PLAY	12 Months	8.5% Paid Monthly	0%	0%	No	\$25,000
12 MONTH DEBT PLAY (BALLOON PAYMENT)	12 Months	9% (Deferred)	9%	0%	No	\$25,000
24 MONTH DEBT PLAY	24 Months	9% Paid Monthly	0%	0%	No	\$25,000
36 MONTH DEBT PLAY	36 Months	12% Paid Monthly	0%	0%	No	\$250,000
36 MONTH DEBT PLAY (WITH 10% BALLOON)	36 Months	9% Paid Monthly	10% Balloon	0%	No	\$100,000
36 MONTH DEBT PLAY (BALLOON PAYMENT)	36 Months	0%	37% Balloon	0%	No	\$100,000
EQUITY PLAY	3-5 Years Projected	12% Projected	40% Pro Rata Interest On A Sale	100%	Yes	\$50,000







THE
HEARTLAND
GROUP

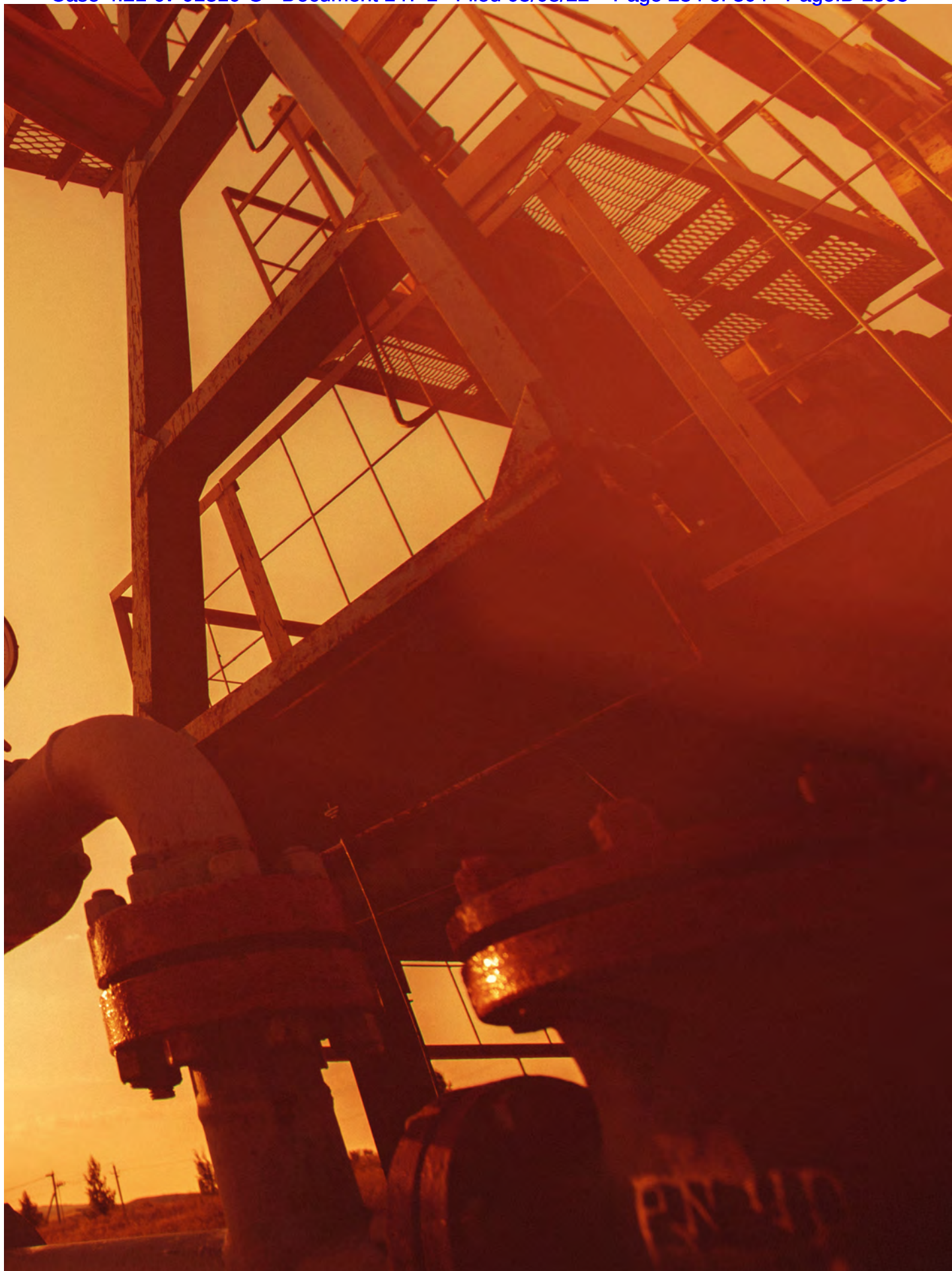
For even more info, please feel free to
contact us.

 www.theheartlandgroup.net

 info@theheartlandgroup.net

 (817) 383-2999

 (833) 340-7356





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EXHIBIT K



December 01, 2020 through December 31, 2020

Account Number: [REDACTED] 5581

ATM & DEBIT CARD WITHDRAWALS

DATE	DESCRIPTION	AMOUNT
[REDACTED]		
Total ATM & Debit Card Withdrawals		\$1,415.37

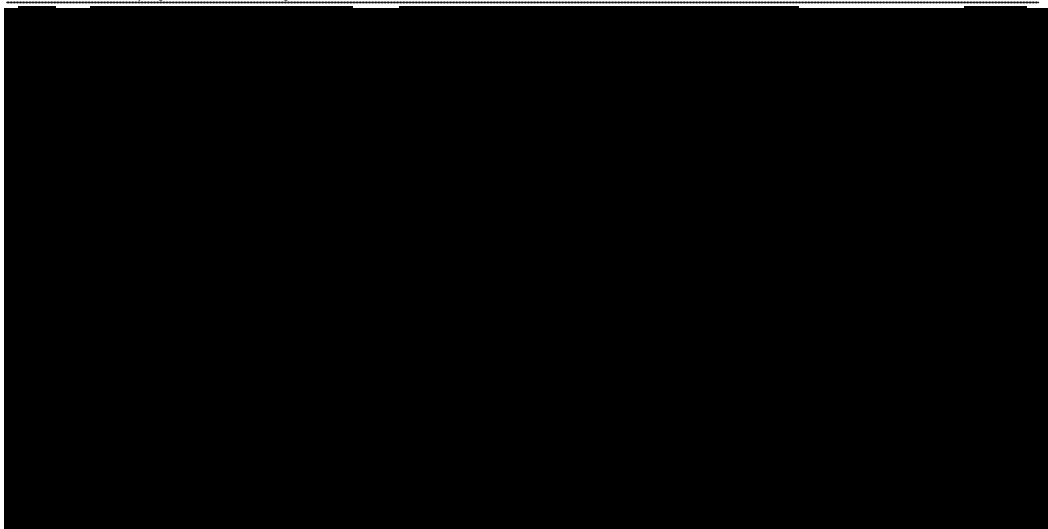


ATM & DEBIT CARD SUMMARY

Mandeep Kaur Sahota Card [REDACTED]	Total ATM Withdrawals & Debits	\$0.00
	Total Card Purchases	\$1,175.46
	Total Card Deposits & Credits	\$0.00
Monrose S Sahota Card [REDACTED]	Total ATM Withdrawals & Debits	\$0.00
	Total Card Purchases	\$239.91
	Total Card Deposits & Credits	\$0.00
ATM & Debit Card Totals	Total ATM Withdrawals & Debits	\$0.00
	Total Card Purchases	\$1,415.37
	Total Card Deposits & Credits	\$0.00

ELECTRONIC WITHDRAWALS

DATE	DESCRIPTION	AMOUNT
12/03	Quickpay With Zelle Payment To Albert Mcdaniel 10750555281	\$5,000.00





October 01, 2020 through October 30, 2020
Account Number: [REDACTED] 5581

ELECTRONIC WITHDRAWALS

DATE	DESCRIPTION	AMOUNT
10/28	Quickpay With Zelle Payment To Albert Mcdaniel 10536761083	2,600.00
Total Electronic Withdrawals		\$29,028.25



September 01, 2020 through September 30, 2020

Account Number: [REDACTED] 5581

	Total Card Purchases	\$242.56
	Total Card Deposits & Credits	\$0.00
Monrose S Sahota Card [REDACTED]	Total ATM Withdrawals & Debits	\$0.00
	Total Card Purchases	\$382.41
	Total Card Deposits & Credits	\$0.00
ATM & Debit Card Totals	Total ATM Withdrawals & Debits	\$0.00
	Total Card Purchases	\$624.97
	Total Card Deposits & Credits	\$0.00



ELECTRONIC WITHDRAWALS

DATE DESCRIPTION AMOUNT

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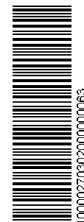
09/09 Quickpay With Zelle Payment To Albert Mcdaniel 10262135879 4,500.00

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August 01, 2020 through August 31, 2020
 Account Number: [REDACTED] 5581

Total Card Purchases	\$2,496.57
Total Card Deposits & Credits	\$0.00
ATM & Debit Card Totals	
Total ATM Withdrawals & Debits	\$0.00
Total Card Purchases	\$4,146.57
Total Card Deposits & Credits	\$0.00



ELECTRONIC WITHDRAWALS

DATE	DESCRIPTION	AMOUNT
[REDACTED]		
08/20	Quickpay With Zelle Payment To Albert Mcdaniel 10149956943	5,000.00
[REDACTED]		
08/21	Quickpay With Zelle Payment To Albert Mcdaniel 10156093546	1,000.00
[REDACTED]		



July 01, 2020 through July 31, 2020
Account Number: [REDACTED] 5581

ELECTRONIC WITHDRAWALS (continued)

DATE	DESCRIPTION	AMOUNT
[REDACTED]		
07/21	Quickpay With Zelle Payment To Albert Mcdaniel 9981731554	6,500.00
[REDACTED]		
Total Electronic Withdrawals		\$48,613.65

FEES

DATE	DESCRIPTION	AMOUNT
[REDACTED]		
Total Fees		\$119.32



October 30, 2021 through November 30, 2021
 Account Number: [REDACTED] 5581

ATM & DEBIT CARD WITHDRAWALS

DATE	DESCRIPTION	AMOUNT
[REDACTED]		
Total ATM & Debit Card Withdrawals		\$232.55

ATM & DEBIT CARD SUMMARY

Monrose S Sahota Card [REDACTED]		
Total ATM Withdrawals & Debits		\$0.00
Total Card Purchases		\$232.55
Total Card Deposits & Credits		\$0.00
ATM & Debit Card Totals		
Total ATM Withdrawals & Debits		\$0.00
Total Card Purchases		\$232.55
Total Card Deposits & Credits		\$0.00

ELECTRONIC WITHDRAWALS

DATE	DESCRIPTION	AMOUNT
[REDACTED]		
11/15	Zelle Payment To Albert Modaniel 13023092416	2,000.00
Total Electronic Withdrawals		\$61,213.74

FEES

DATE	DESCRIPTION	AMOUNT
[REDACTED]		
Total Fees		\$64.95

DAILY ENDING BALANCE

DATE	AMOUNT
11/02	\$50,663.39
11/03	48,995.79
11/04	48,895.79

EXHIBIT L

1 UNITED STATES DISTRICT COURT
2 NORTHERN DISTRICT OF TEXAS
3 FORT WORTH DIVISION

3 SEC,)
4 VS.) CASE NO.
5 THE HEARTLAND GROUP) 4-21-CV-1310-O
6 VENTURES, LLC, ET AL.)

7 -----

8 ZOOM CONFERENCE CALL

9 SUNNY SAHOTA

10 January 10, 2022

11
12
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19
20
21
22
23 AUDIO FILE TRANSCRIBED BY:

24 Deborah L. Endler

25 Certified Shorthand Reporter

Page 2

1 ZOOM CONFERENCE CALL

2

3 ATTENDEES: (provided to the Court Reporter)

4 Sunny Sahota

5 Deborah D. Williamson, Receiver

6 Kevin Edmundson, Counsel for Sunny Sahota

7 Scott Robinowitz, Receiver's Contract Operator

8 Darrell Jones, Counsel for Receiver

9 Danielle Rushing, Counsel for Receiver

10 Stephanie Reinhart, Counsel for SEC

11 Dan Arthur, SEC

12 Jonathan Polish

13

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Page 4

1 for the Receiver.

2 SUNNY SAHOTA: Okay.

3 MS. WILLIAMSON: Stephanie?

4 MR. POLISH: Hi, Jonathan Polish from

5 the SEC.

6 SUNNY SAHOTA: Yes, sir.

7 MR. POLISH: Nice to see you.

8 MS. REINHART: Hi, this is

9 Stephanie Reinhart with the SEC.

10 MR. ARTHUR: Hey, Sunny, this is

11 Dan Arthur. We were out at the field and met you

12 out there a few weeks ago.

13 SUNNY SAHOTA: Yes, sir.

14 MS. WILLIAMSON: So, Mr. Sahota,

15 you are doing this as basically a convenience and

16 favor to me. I appreciate it very much.

17 SUNNY SAHOTA: Okay.

18 MS. WILLIAMSON: If at any time you

19 want to stop, take a break, this is kind of a -- we're

20 thinking of it more kind of an informal

21 conversation --

22 SUNNY SAHOTA: Okay.

23 MS. WILLIAMSON: And so what I want to

24 do -- and I kind of told -- and Stephanie and Jonathan

25 may have a different approach -- but what I want to do

Page 3

1 NOTE: All parties did not turn their

2 camera on. There are times where the reporter could

3 not distinguish who was talking and thus were

4 identified as "Unidentified Speaker."

5 MS. WILLIAMSON: Let's do a quick round

6 of introductions because I don't think you ever met

7 most of us.

8 SUNNY SAHOTA: Okay.

9 MS. WILLIAMSON: I'm Deborah

10 Williamson. I'm the Receiver --

11 SUNNY SAHOTA: Okay.

12 MS. WILLIAMSON: -- and Ms. Rushing,

13 who is our host today, is with my office as well.

14 SUNNY SAHOTA: Okay.

15 MS. WILLIAMSON: Scott Robinowitz has

16 been assisting us and looking and trying to evaluate

17 and identify the oil and gas properties.

18 SUNNY SAHOTA: Okay.

19 MS. WILLIAMSON: He has the more

20 technical questions, so there's going to be a lot of

21 conversations between you and he on that.

22 Also with us is Darrell Jones who is

23 the court-approved -- basically oil and gas lawyer --

24 SUNNY SAHOTA: Okay.

25 MS. WILLIAMSON: -- that's just here

Page 5

1 is kind of get a feeling, get a clear understanding of

2 what your role was at Arco, Barron, Dallas resources.

3 Right now I'm focusing on the oil and

4 gas operations, which is why we have Mr. Arthur, Dan,

5 and Scott and Darrell. And we can go into some of the

6 information that you sent Kevin -- and thank you -- on

7 more transfers; but I think we can -- but let's deal

8 with the oil and gas stuff first, so we can all have a

9 clear understanding of what's out there.

10 I do have one question that we're

11 getting some press on -- pressing attention.

12 Employee W-2, do you know who was

13 actually an employee of Heartland and who was an

14 actual contractor from Heartland and where we would

15 get the information so we can try -- no assurances --

16 try to issue W-2s and 1099s?

17 SUNNY SAHOTA: That was all in the

18 office there, and we don't have any of those files.

19 MR. EDMUNDSON: Well, you gave me a

20 list. I thought we broke that down. Let me go back

21 through my email files offline. I think there is a

22 list --

23 SUNNY SAHOTA: Yeah, that we wrote off

24 the top of our heads.

25 MR. EDMUNDSON: Yeah, but the list

Page 26

1 ArcoOil is where they received them. Was Roger
2 the only one that had access to that, or did it
3 go -- automatically forward to a different email
4 address? Or who had access to look at those
5 items if it was not Roger?
6 SUNNY SAHOTA: It would have been
7 copied to the office as well.
8 MS. RUSHING: Okay. Now, I know
9 you said there were multiple email addresses for
10 multiple entities, would you receive -- like, for
11 example, would your email in Outlook pop up with
12 different email addresses for you all on the same
13 Outlook? Or how did you access your different
14 email addresses?
15 SUNNY SAHOTA: Yeah, from Outlook
16 I can see the different emails.
17 MS. RUSHING: Okay. So any of the
18 inbox that you had access to, it would be
19 delineated in a single Outlook, okay.
20 SUNNY SAHOTA: That's correct.
21 MS. WILLIAMSON: You started to
22 say before you came to Texas. I didn't ask, why
23 don't you tell me a little bit about your history
24 so I can understand where you were.
25 SUNNY SAHOTA: So I was in

Page 27

1 Seattle, Washington before I moved here in 2019.
2 And my dad and my brother were here before that.
3 MS. WILLIAMSON: And which
4 brother?
5 SUNNY SAHOTA: Monroe.
6 MS. WILLIAMSON: Do you know when
7 your dad moved to Texas?
8 SUNNY SAHOTA: '16 or '17. He's
9 been back and forth since, like, 2003, 2004.
10 MS. WILLIAMSON: And he moved here
11 from -- he moved to Texas from Canada?
12 SUNNY SAHOTA: That's right.
13 MS. WILLIAMSON: Okay. And did
14 your brother move here at the same time, Monroe?
15 SUNNY SAHOTA: Around the same
16 time, I believe. They would have a better
17 timeline.
18 MS. WILLIAMSON: So, Kevin, let's
19 just talk to them.
20 Okay. So when you came here in
21 2019, what was your background in oil and gas?
22 SUNNY SAHOTA: So since 2005, 2006
23 when we first started in the oil and gas
24 business, I've always helped my dad and done
25 everything from workovers on the rig, helped him

Page 28

1 with the drilling process, development of other
2 fields.
3 MS. WILLIAMSON: Okay.
4 SUNNY SAHOTA: And then there was
5 a slowdown period in the mid 2000s, early 2010s,
6 and that's when we started -- I did land
7 development, worked in construction.
8 MS. WILLIAMSON: In Texas or in
9 Washington?
10 SUNNY SAHOTA: Washington.
11 MS. WILLIAMSON: Okay.
12 SUNNY SAHOTA: But I worked -- I
13 did work in Louisiana in the oil fields,
14 Colorado, Wyoming.
15 MS. WILLIAMSON: And when was
16 that? What years was that?
17 SUNNY SAHOTA: This would have
18 been from 2006 to 2012 maybe.
19 MS. WILLIAMSON: Louisiana,
20 Oklahoma and Colorado?
21 SUNNY SAHOTA: That's right.
22 MS. WILLIAMSON: So if I got this
23 right, from about 2005, 2006, you were working
24 with your dad; but you were also working for
25 other companies in other states or was --

Page 29

1 SUNNY SAHOTA: No, I would go in
2 after.
3 MS. WILLIAMSON: After when?
4 SUNNY SAHOTA: From about 2012 to
5 maybe -- what is it right now? When I moved
6 here in 2019.
7 MS. WILLIAMSON: Okay. So 2005,
8 2006, your dad first started the oil and gas
9 development. You worked with him --
10 SUNNY SAHOTA: That's right.
11 MS. WILLIAMSON: -- in workovers,
12 developing new fields and things of that type.
13 Slowdown 2010, you moved to land development.
14 2012 to 2019 you were working for third-party oil
15 companies. And then in 2019 you moved to Texas
16 full-time to work with your dad?
17 SUNNY SAHOTA: Yeah, I didn't work
18 for third-party oil companies.
19 MS. WILLIAMSON: Who did you --
20 SUNNY SAHOTA: It was more land
21 development and construction.
22 MS. WILLIAMSON: I thought you
23 said you worked oil fields in Louisiana, Oklahoma
24 and Colorado?
25 SUNNY SAHOTA: That was with my

Page 34

1 MR. ROBINOWITZ: And I'm going to
2 start kind of on the Carson and Val Verde.
3 SUNNY SAHOTA: Okay.
4 MR. ROBINOWITZ: Wondering just --
5 because I spent maybe three, two days down
6 there -- and I was looking for any contractors or
7 employees that you guys have down there running
8 day-to-day operations. I mean, I know there's
9 not a lot of gas flowing down there, but who are
10 your contacts down there?
11 SUNNY SAHOTA: I had Randy, Sr.
12 and Jr. working out there, and there was one of
13 the Mexican guys on that list. And we had a
14 nickname for these guys, and there was another
15 guy, his name was Hollywood.
16 MR. ROBINOWITZ: Okay. So hold
17 on. So that's --
18 SUNNY SAHOTA: And another guy,
19 Salvador.
20 MR. ROBINOWITZ: Okay. So Randy,
21 Sr., Jr. and Salvador --
22 SUNNY SAHOTA: Yeah, and then I
23 had Michael Adame as the pumper.
24 MR. ROBINOWITZ: Michael Adame as
25 pumper. And this is just specific to Crockett

Page 35

1 and Val Verde.
2 SUNNY SAHOTA: That's right.
3 MR. ROBINOWITZ: The Carson and
4 Childress ranch?
5 SUNNY SAHOTA: Yeah. They were
6 bouncing back and forth. Michael Adame also
7 pumped the Eldorado lease.
8 MR. ROBINOWITZ: Okay. So he did
9 all the -- okay, also Eldorado. So on your,
10 like, you know, if -- I mean, 'cause you guys
11 were close to getting all the wells tied in and
12 running. And what are you guys' expectations of
13 the 19 -- let's start with the Val Verde wells
14 and then the Childress wells.
15 So what were your expectations of
16 the productivity of those wells? And it's kind
17 of a two-part question. When you guys were
18 drilling and getting ready to turn those down the
19 line, did you guys do any well testing or
20 four-point flowbacks and pressure transient to
21 understand what the potential production would
22 be?
23 SUNNY SAHOTA: Yeah, when we did
24 the acid job, we did flowbacks on those.
25 MR. ROBINOWITZ: Okay.

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1 SUNNY SAHOTA: And that was Brad
2 Massey helped out on those.
3 MR. ROBINOWITZ: Again, do you
4 remember the productivity or the indication of
5 possibility?
6 SUNNY SAHOTA: Not off the top of
7 my head. I would have to go through my notes.
8 MR. ROBINOWITZ: Okay. And then
9 how about the timeline between the completion
10 of -- let's start with -- it seems like the
11 Carson wells were drilled first.
12 SUNNY SAHOTA: That's right.
13 MR. ROBINOWITZ: Timeline between
14 the Carson wells and when the pipeline was
15 completed and ready to accept gas into the
16 system.
17 SUNNY SAHOTA: That's right. So
18 we drilled those end of 2019, the BU-20 and 19.
19 MR. ROBINOWITZ: Okay.
20 SUNNY SAHOTA: And that's when --
21 when we were ready to get the completions done,
22 that's when Corona happened and we had -- pretty
23 much everybody was shut down at that time, so we
24 weren't able to get the pipeline done at that
25 time.

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1 MR. ROBINOWITZ: Okay. Was
2 there --
3 SUNNY SAHOTA: We did an acid job
4 on the BU-20.
5 MR. ROBINOWITZ: Okay. So were
6 either the -- do you know if the 19 or the 20
7 were fracked?
8 SUNNY SAHOTA: No, they weren't.
9 MR. ROBINOWITZ: Okay, so those
10 were --
11 SUNNY SAHOTA: The BU-20 was
12 scheduled for frack on December 10th this year.
13 MR. ROBINOWITZ: Okay. So let
14 me -- so just so I'm getting my notes right, were
15 both of the wells acidized or just one of the
16 wells?
17 SUNNY SAHOTA: They were
18 eventually both acidized.
19 MR. ROBINOWITZ: Okay.
20 SUNNY SAHOTA: But before Corona,
21 only the BU-20 was acidized, and it sat there
22 almost a year without flowing.
23 MR. ROBINOWITZ: So you never --
24 after you acidized, you never even had a chance
25 to flow them back?

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1 have here -- of course, people's faces are in the
2 way here -- there we go. So starting from the
3 far right Leading Edge, you've got a lease in and
4 Stephens County with six wells; is that correct?
5 SUNNY SAHOTA: That's right.
6 MS. WILLIAMSON: What can you tell
7 us about that?
8 SUNNY SAHOTA: This would be for
9 Roger -- this is acquired before I even came to
10 Texas.
11 MS. WILLIAMSON: Okay. And the
12 same answer for --
13 SUNNY SAHOTA: Arco.
14 MS. WILLIAMSON: -- everything
15 else in Leading Edge?
16 SUNNY SAHOTA: That's right.
17 MS. WILLIAMSON: Okay. So that
18 would be Roger -- would Monroe have an answer or
19 just Roger?
20 SUNNY SAHOTA: I'm not sure if
21 Monroe has complete details on that either.
22 MS. WILLIAMSON: Okay. And then
23 if we go to the other side, the next shortest one
24 and go to ArcoOil? Danielle, can you -- all
25 right. So now we've got two --

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1 SUNNY SAHOTA: That would be in
2 the Wichita area and Stephens County.
3 MS. WILLIAMSON: Have we talked
4 about these yet?
5 SUNNY SAHOTA: He asked me a
6 question about them, but these are the ones on
7 the north side that I didn't have too many
8 dealings with.
9 MS. WILLIAMSON: Okay. So, again,
10 this would be for Roger or Monroe, or just
11 Roger?
12 SUNNY SAHOTA: Probably Roger
13 would be the better.
14 MS. WILLIAMSON: Okay. And then
15 we go to Barron.
16 SUNNY SAHOTA: I'm not sure where
17 all these are.
18 MS. WILLIAMSON: Okay. Then we go
19 to Barron and we talked about -- is there
20 anything here? We talked about Carson, Val
21 Verde, West. Is there anything else that you
22 want to tell us about those four -- Danielle,
23 don't go too far. I'm at the top. About those
24 four properties in Val Verde.
25 SUNNY SAHOTA: Okay, the Val

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1 Verde, yeah, so the Val Verde, Carson Ranch and
2 then the West Ranch we talked about.
3 MS. WILLIAMSON: Uh-huh.
4 SUNNY SAHOTA: And those two
5 combined is the one where Albert McDaniel did the
6 reserve report on, for the 640 BCF.
7 MS. WILLIAMSON: Okay. Do you
8 know who engaged Albert McDaniel?
9 SUNNY SAHOTA: I'm not sure. I
10 think it was a recommendation from Purves.
11 MS. WILLIAMSON: Okay. And do you
12 know what assumptions, if any, were made by
13 Mr. McDaniel in connection with -- report?
14 SUNNY SAHOTA: You broke up there.
15 What was that?
16 MS. WILLIAMSON: Do you know what
17 assumptions he made in connection with that
18 report?
19 SUNNY SAHOTA: Assumptions
20 meaning?
21 MS. WILLIAMSON: Assumptions
22 regarding drilling costs, assumptions regarding
23 the ability to --
24 SUNNY SAHOTA: Recoverable amount
25 of oil or gas from that field.

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1 MS. WILLIAMSON: Yeah, okay, so
2 recoverable is not a term -- prove, producing --
3 do you recall those terms?
4 SUNNY SAHOTA: I'd have to go look
5 through the report again.
6 MS. WILLIAMSON: Okay. Did he do
7 more than one report?
8 SUNNY SAHOTA: One for the Carson,
9 one for the West Ranch added to the Carson.
10 MS. WILLIAMSON: Okay. Anything
11 else we need to talk about for those wells?
12 UNIDENTIFIED SPEAKER: Deb, I have
13 a question. Regarding Carson and Childress,
14 Sunny, did you have much interaction or knowledge
15 about the interaction with the landowners
16 themselves, Dr. Purves, or y'all?
17 SUNNY SAHOTA: When the
18 assignments came in and when we bought the land
19 from them, I signed the assignments.
20 UNIDENTIFIED SPEAKER: Okay, but
21 as far as talking to the family members and kind
22 of cutting the leasing deals and all of that, was
23 that you or --
24 SUNNY SAHOTA: I was in part of
25 the leasing deals.

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1 MS. WILLIAMSON: Okay. And of
 2 that, my information is that a million 25, from
 3 September 14th, 2020 -- you know what, I'm
 4 looking at the wrong year. I apologize. I can
 5 see the rigs on 2020 here.
 6 SUNNY SAHOTA: I've got their --
 7 Kevin has a sheet here that I sent him before.
 8 The two drilling rigs, they sent payments on
 9 September 2020, October 2020 and November 2020.
 10 That's when they bought into those drilling rigs.
 11 MS. WILLIAMSON: Okay. And when
 12 you say bought into those rigs, what do you mean
 13 by that?
 14 SUNNY SAHOTA: We owned them
 15 before them.
 16 MS. WILLIAMSON: Okay. And so
 17 when did you acquire -- when you say you owned
 18 them before, do you know when you acquired them?
 19 SUNNY SAHOTA: I know the big one
 20 is early 2019.
 21 MS. WILLIAMSON: Okay.
 22 SUNNY SAHOTA: Maybe 2018.
 23 MS. WILLIAMSON: And what about
 24 the smaller one?
 25 SUNNY SAHOTA: 2020.

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1 MS. WILLIAMSON: Okay. September
 2 2020?
 3 SUNNY SAHOTA: I'm not sure
 4 exactly. I'd have to look at the bill of sale
 5 which you guys probably have there in the box.
 6 MS. WILLIAMSON: So using your
 7 summary number and backing out the amounts paid
 8 for the rigs, if the summary is correct -- and I
 9 understand, it's preliminary -- that from 2019 to
 10 2021 Heartland's purchased Barron Petroleum's 49
 11 percent -- 49 percent interest in Barron
 12 Petroleum's drilling rigs, drill pipe, frack
 13 pipe, exclusive of those two rigs was 462,000
 14 roughly?
 15 SUNNY SAHOTA: Roughly. And that
 16 would be just for the drill pipe and frack pipe.
 17 MS. WILLIAMSON: What about
 18 operating costs?
 19 SUNNY SAHOTA: I'd have to --
 20 we're still going through that right now.
 21 MS. WILLIAMSON: Okay. So when
 22 you say there's 14 million in non-Heartland
 23 deposits, how did you determine that again? You
 24 just looked at the deposits and it didn't say
 25 Heartland next to it?

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1 SUNNY SAHOTA: That's right.
 2 Going through bank statements from 2017 to 2021.
 3 MS. WILLIAMSON: Okay. Was there
 4 any third-party investors in Arco or Barron?
 5 SUNNY SAHOTA: Not that I know of.
 6 MS. WILLIAMSON: Who would know?
 7 SUNNY SAHOTA: It would be Roger.
 8 MS. WILLIAMSON: So there was a
 9 gentleman -- I think there are two gentlemen I
 10 believe -- who sold some working -- who purchased
 11 a working interest from both Heartland and
 12 from --
 13 SUNNY SAHOTA: That would be in
 14 the Kerry well in Eldorado.
 15 MS. WILLIAMSON: Okay. Where
 16 would --
 17 SUNNY SAHOTA: I believe he bought
 18 20 percent in that well.
 19 MS. WILLIAMSON: And how would
 20 that money have been identified?
 21 SUNNY SAHOTA: It would have been
 22 separate deposit from Heartland.
 23 MS. WILLIAMSON: Okay. So it
 24 would be, for example, that's a Heartland
 25 investor whose money was paid to Barron or one of

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1 the Sahota entities?
 2 SUNNY SAHOTA: I believe so.
 3 MS. WILLIAMSON: Okay. Are you
 4 aware of any others?
 5 SUNNY SAHOTA: No.
 6 MS. WILLIAMSON: Scott, Scott and
 7 Dan, we're going to talk less about the oil and
 8 gas properties and the equipment, if you guys
 9 want to drop off. And, Darrell, same for you.
 10 If you want to stay, great. If you don't, I
 11 understand.
 12 UNIDENTIFIED SPEAKER: I will exit
 13 and use my time efficiently and, Scott, I'll give
 14 you a call.
 15 MR. ROBINOWITZ: Thank you.
 16 UNIDENTIFIED SPEAKER: Okay,
 17 bye-bye all.
 18 MS. RUSHING: Sunny, really quick,
 19 I know that you said you've been looking at bank
 20 statements and things of that nature. Can you --
 21 Kevin, can you send me whatever bank statements
 22 that you have, that way we can also try to look
 23 and see what y'all are looking at for this backup
 24 of the numbers?
 25 MR. EDMUNDSON: Yeah, we can do

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1 that. I do have a spreadsheet, as I've
2 identified, that breaks this out in three chunks.
3 It's unverified, meaning I'm assuming that
4 Sunny's done a great job on these things, but
5 there's no way for me to verify it. I think it's
6 accurate. I don't know that he's got a complete
7 record of all the documents he would look at. If
8 it's helpful -- you know, with those caveats, I'm
9 happy to send it to you, because I think it would
10 advance, you know, hopefully it will advance your
11 work.
12 MS. RUSHING: Uh-huh.
13 MR. EDMUNDSON: But this is just
14 sort of based on what we have. You know, I'm
15 trying to account for the \$54 million hole, and
16 that's what this document, and it's been --
17 they've been working on it for a month.
18 MS. WILLIAMSON: So I just want to
19 make sure I'm clear on something, Sunny. Going
20 back to the rigs, what I'm hearing is your, your,
21 the Sahota position, is that it was irrelevant
22 what you paid for the rigs, it's what you thought
23 the fair market value was, and that's what
24 Heartland paid.
25 SUNNY SAHOTA: That's right.

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1 MS. WILLIAMSON: Okay. And are
2 you aware of any communications that there was a
3 representation made that this was the cost of the
4 rigs?
5 SUNNY SAHOTA: No, I wouldn't know
6 that.
7 MS. WILLIAMSON: Okay. On
8 deposits, I'm a little unclear about your role
9 with regard to funds being transferred to Dallas
10 Resources. So talk to me some more about you and
11 Dallas Resources.
12 SUNNY SAHOTA: Dallas Resources
13 was to purchase these assets that are, like the
14 plane and the ranches. And these would have been
15 done -- deposits into that account would have
16 been done after we sold lease or property.
17 MS. WILLIAMSON: To Heartland?
18 SUNNY SAHOTA: That's right.
19 MS. WILLIAMSON: Okay. So we can
20 trace, perhaps, money from Heartland to Resources
21 to these assets?
22 SUNNY SAHOTA: Yes.
23 MS. WILLIAMSON: Okay. Talk to me
24 about where the money came from for the
25 properties in the Bahamas that are referenced on

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1 your summary.
2 SUNNY SAHOTA: I believe it would
3 have been from Dallas Resources or one of the
4 entities.
5 MS. WILLIAMSON: And, again,
6 Heartland money going into Dallas Resources,
7 ArcoOil, Barron, Leading Edge; and then from
8 there to the Bahamas; is that correct?
9 SUNNY SAHOTA: This would have
10 been after they purchased one of our leases.
11 MS. WILLIAMSON: Which one?
12 SUNNY SAHOTA: I'd have to go
13 through records exactly. Every time we sold them
14 49 percent in one of our properties, that's when
15 we bought one of these assets.
16 MS. WILLIAMSON: Let's talk about
17 Carson. Again, is it the Sahota entity position
18 that all of the Carson and all of the Childress
19 was acquired by a Sahota entity and then resold
20 at a much later day --
21 SUNNY SAHOTA: That's right.
22 MS. WILLIAMSON: -- to Heartland?
23 SUNNY SAHOTA: That's right.
24 MS. WILLIAMSON: There was no
25 money transferred in connection with extensions

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1 of leases simultaneous with the acquisition of
2 those leases?
3 SUNNY SAHOTA: I'd have to go
4 through the dates on that, but everything was --
5 so the Carson, the first thousand acres, we got
6 it in December 2018 and it was sold to -- they
7 made their first down payment in February 2019,
8 and they didn't close on that property until
9 April 2019. And we optioned the complete
10 acreage.
11 MS. WILLIAMSON: Okay. I
12 understand the option. So, again, trying to
13 understand the position. The position is you
14 optioned it for what? What was your price per
15 acre?
16 SUNNY SAHOTA: I don't have that
17 exact details.
18 MS. WILLIAMSON: Does the number
19 300 ring a bell?
20 SUNNY SAHOTA: No.
21 MS. WILLIAMSON: Okay.
22 SUNNY SAHOTA: I wasn't part of
23 that deal.
24 MS. WILLIAMSON: Okay. So make
25 sure I understand it. So you optioned it -- a

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1 they would be for just resale.
 2 MS. WILLIAMSON: So did you go to
 3 the Big 12 championship?
 4 SUNNY SAHOTA: No.
 5 MS. WILLIAMSON: Did you resell
 6 those tickets?
 7 SUNNY SAHOTA: Probably sold them,
 8 or -- I'm not sure if -- or maybe they took them
 9 back at that time. Because after you guys did
 10 the freeze, they contacted me few days after.
 11 MS. WILLIAMSON: Okay.
 12 MS. RUSHING: What about the PBR
 13 tickets? What are the details on those?
 14 SUNNY SAHOTA: They were in my
 15 wallet and they are not there anymore.
 16 MS. RUSHING: What happened to
 17 them?
 18 SUNNY SAHOTA: Ever since the
 19 Cowboys lawyer called me that you guys sent them
 20 documentation, they took everything back.
 21 MS. WILLIAMSON: The Cowboys came
 22 and took the tickets from you physically?
 23 SUNNY SAHOTA: No, everything is
 24 electronic.
 25 MS. WILLIAMSON: But you said they

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1 were in your wallet.
 2 SUNNY SAHOTA: They are in the
 3 wallet, the online wallet.
 4 MS. WILLIAMSON: Oh, okay. Okay.
 5 That makes sense. I couldn't see them coming to
 6 take them out of your --
 7 SUNNY SAHOTA: The whole stadium
 8 is electronic. There's no paper tickets.
 9 MS. RUSHING: As part of the
 10 tickets, did you ever envision bringing investors
 11 or any other --
 12 SUNNY SAHOTA: No.
 13 MS. RUSHING: -- third party? It
 14 was just solely for your family?
 15 SUNNY SAHOTA: That's correct.
 16 We'd been working so hard for so many years and
 17 it was a time just for all of us to get together
 18 and spend time doing something other than work.
 19 MS. WILLIAMSON: Stephanie,
 20 Jonathan, anything else? I mean, Kevin, I need
 21 to study this and then go back and tie it into
 22 what we have.
 23 SUNNY SAHOTA: Any of these assets
 24 that we bought, it was always from the 49 percent
 25 of the leases that we sold to Heartland.

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1 MS. WILLIAMSON: This all traces
 2 back to Heartland investors?
 3 SUNNY SAHOTA: But it was from --
 4 so, yeah.
 5 MS. WILLIAMSON: I understand.
 6 But it's all Heartland's investor money.
 7 MR. EDMUNDSON: Well, we don't
 8 know that at this time.
 9 MS. WILLIAMSON: We do.
 10 MR. EDMUNDSON: Well, that's fine.
 11 MS. WILLIAMSON: And I think the
 12 SEC's allegations are pretty detailed about that.
 13 But the consequences of it being -- we'll have to
 14 figure out. I'm not asking you to admit that
 15 there's consequences to that.
 16 SUNNY SAHOTA: Yeah, we've just
 17 been working hard and we even discovered a new
 18 field in Texas, which is the Carson property.
 19 UNIDENTIFIED SPEAKER: I have a
 20 question about, you mentioned earlier Dr. Purves,
 21 Mr. McDaniel, various, Dr. Fraim, do you have
 22 agreements, contracts, with each of those
 23 individually?
 24 SUNNY SAHOTA: I don't know about
 25 that.

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1 UNIDENTIFIED SPEAKER: Who would
 2 know?
 3 SUNNY SAHOTA: Roger.
 4 UNIDENTIFIED SPEAKER: Okay.
 5 MS. WILLIAMSON: Unless anybody
 6 else has something right now, I really appreciate
 7 this. There's a lot for us to digest obviously.
 8 Appreciate you taking the time. Kevin, do you
 9 want to set up a call with us, just counsel to
 10 counsel, in the next day or so?
 11 MR. EDMUNDSON: Sure. That's
 12 fine. Let's do it tomorrow.
 13 MS. WILLIAMSON: Tomorrow is
 14 pretty good.
 15 MR. EDMUNDSON: The rest of the
 16 week is bad.
 17 MS. WILLIAMSON: Then let's do it
 18 tomorrow. What's a good time for you tomorrow?
 19 MR. EDMUNDSON: 10:00.
 20 MS. WILLIAMSON: That should work.
 21 Danielle, do you want to send it all around?
 22 MS. RUSHING: Sure.
 23 MS. WILLIAMSON: All right. Well,
 24 thank you. And, Jonathan, Stephanie, y'all want
 25 to jump on a quick call?

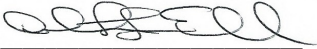
<p>1 UNIDENTIFIED SPEAKER: Sure. 2 UNIDENTIFIED SPEAKER: Sure. 3 MS. WILLIAMSON: You guys just 4 stay on. And, Kevin and Sunny, thank you very 5 much; and Kevin, we'll -- 6 (End of transcription.) 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25</p>	<p>Page 138</p>
<p>1 REPORTER'S CERTIFICATION OF 2 AUDIO TRANSCRIPT TAKEN ON JANUARY 10, 2022 3 SUNNY SAHOTA 4 I, Deborah L. Endler, Certified Shorthand 5 Reporter in and for the State of Texas, do hereby 6 certify that the foregoing is a correct transcription, 7 to the best of my ability, from the audio recording of 8 the proceedings in the above-styled matter. 9 I further certify that I am neither counsel 10 for, related to, nor employed by any of the parties to 11 the action in which this recording was taken, and 12 further, that I am not financially or otherwise 13 interested in the outcome of the action. 14 Please note that I was not personally 15 present for said recording to make a stenographic 16 record; therefore, due to the quality of the recording 17 provided, unintelligibles or inaudibles may have 18 created inaccuracies in the transcription of said 19 recording or verify the correct spellings of proper 20 names. Without being present, I cannot verify the 21 accuracy of the speakers. 22  23 DEBORAH L. ENDLER, RPR, Texas CSR 10803 24 EXPIRATION DATE: 1/31/2023 25 Magna Legal Services Firm Registration No. 633 16414 San Pedro Avenue, Suite 900 San Antonio, TX 78323</p>	<p>Page 139</p>

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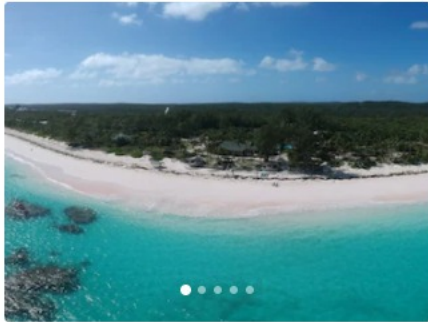
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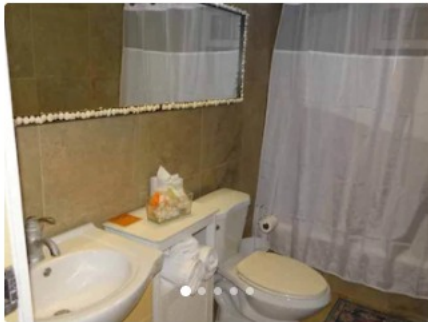
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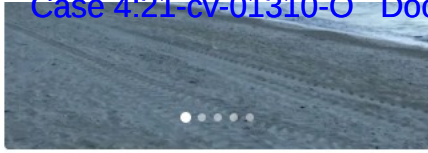


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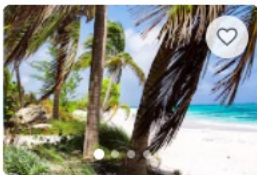
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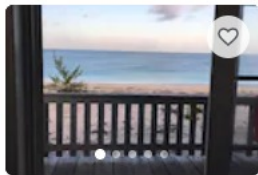
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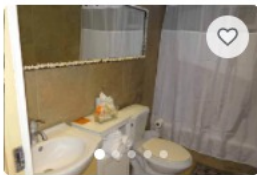
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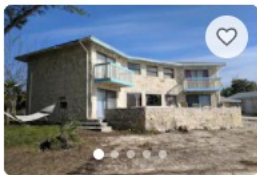
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Sleeps 6 · 2 bedrooms
\$390/night



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\$279/night



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⑆00⑆223⑆ ⑆ [REDACTED] ⑆ [REDACTED] 6891⑆

- This check is not cashed until the date of the check.
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- This check is not cashed until the date of the check.

03/17/20 [REDACTED] Trvlrs Business
[REDACTED] - 7390V1230

Credit the account of the within named payee
without prejudice PEG-REGULUS

RECEIVED
 03/17/2020
 TRAVELERS

[REDACTED] 1510.00
 20200317 [REDACTED] +
 ACCT [REDACTED] 6891+
 [REDACTED]
 [REDACTED]

Summons and Subpoenas Department
 S4001-01F
 Phoenix AZ 85038

EXHIBIT N



San Bernardino County



Auditor–Controller/Treasurer/Tax Collector

Ensen Mason CPA, CFA
Auditor–Controller/Treasurer/Tax Collector

Douglas R. Boyd Sr., ESQ.
Assistant Auditor–Controller/Treasurer/Tax Collector

Tori Roberts, CPA
Assistant Auditor–Controller/Treasurer/Tax Collector

TAX STATUS REPORT

DATE: January 4, 2022
PARCEL NUMBER: 0625-101-72-0000
FISCAL YEAR: 2016

BILL TYPE: ANNUAL
BILL NUMBER: 2016-0503611
CODE AREA: 94095

NAME OF ASSESSEE:

SUNNY SINGH SAHOTA
 250 H ST #379
 BLAINE, WA 98230
 Situs Address...MAYNARD AVE...WON

ANNUAL ASSESSED VALUATIONS

LAND	IMPS	EXEMP	PERS PROP
5,548			

PAYMENT INFORMATION (PENALTIES,IF ANY INCLUDED)

1ST INST.	\$	DATE PAID
2ND INST.	\$	DATE PAID
TOTAL TAX	\$	

SUPPLEMENTAL ASSESSED VALUATIONS

	LAND	IMPS	EXEMP	PERS PROP
OLD				
NEW				
NET				

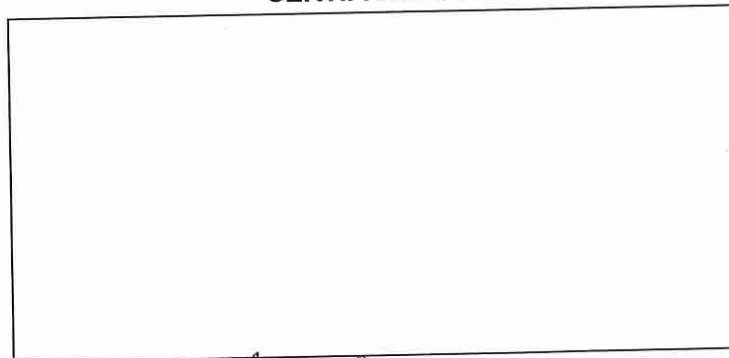
1ST PAID BY:

2ND PAID BY:

REDEEMED AS PRIOR TAXES:

YEARS	AMT PAID	EFF DATE
2016	\$210.45	11-20-2017

CERTIFICATION



ENSEN MASON, TAX COLLECTOR

BY: [Signature], Deputy
Lourdes C.

REDEEMED TAXES PAID BY:

ARCOOIL CORP
 PO BOX 219
 HOLLIDAY, TE 76366
 ELECTRONIC PAYMENT / VI
www.mytaxcollector.com



San Bernardino County



Auditor–Controller/Treasurer/Tax Collector

Ensen Mason CPA, CFA
Auditor–Controller/Treasurer/Tax Collector

Douglas R. Boyd Sr., ESQ.
Assistant Auditor–Controller/Treasurer/Tax Collector

Tori Roberts, CPA
Assistant Auditor–Controller/Treasurer/Tax Collector

TAX STATUS REPORT

DATE: January 4, 2022
PARCEL NUMBER: 0625-101-72-0000
FISCAL YEAR: 2017

BILL TYPE: ANNUAL
BILL NUMBER: 2017-0502915
CODE AREA: 94119

NAME OF ASSESSEE:

SUNNY SINGH SAHOTA
 250 H ST #379
 BLAINE, WA 98230
 Situs Address...MAYNARD AVE...WON

ANNUAL ASSESSED VALUATIONS

LAND	IMPS	EXEMP	PERS PROP
5,659			

PAYMENT INFORMATION (PENALTIES,IF ANY INCLUDED)

1ST INST. \$ 80.08 DATE PAID 11-20-2017
 2ND INST. \$ 80.05 DATE PAID 11-20-2017
 TOTAL TAX \$ 160.13

SUPPLEMENTAL ASSESSED VALUATIONS

	LAND	IMPS	EXEMP	PERS PROP
OLD				
NEW				
NET				

1ST PAID BY:ARCOOIL CORP

PO BOX 219
 HOLLIDAY, TE 76366
 ELECTRONIC PAYMENT / VI

2ND PAID BY: ARCOOIL CORP

PO BOX 219
 HOLLIDAY, TE 76366
 ELECTRONIC PAYMENT / VI


REDEEMED AS PRIOR TAXES:

YEARS	AMT PAID	EFF DATE

CERTIFICATION

REDEEMED TAXES PAID BY:

ENSEN MASON, TAX COLLECTOR

BY: , Deputy
Lourdes C.

www.mytaxcollector.com



San Bernardino County



Auditor-Controller/Treasurer/Tax Collector

Ensen Mason CPA, CFA
Auditor-Controller/Treasurer/Tax Collector

Douglas R. Boyd Sr., ESQ.
Assistant Auditor-Controller/Treasurer/Tax Collector

Tori Roberts, CPA
Assistant Auditor-Controller/Treasurer/Tax Collector

TAX STATUS REPORT

DATE: January 4, 2022
PARCEL NUMBER: 0625-101-72-0000
FISCAL YEAR: 2018

BILL TYPE: ANNUAL
BILL NUMBER: 2018-0502071
CODE AREA: 94119

NAME OF ASSESSEE:

SUNNY SINGH SAHOTA
250 H ST #379
BLAINE, WA 98230
Situa Address...MAYNARD AVE...WON

ANNUAL ASSESSED VALUATIONS

LAND	IMPS	EXEMP	PERS PROP
5,772			

PAYMENT INFORMATION (PENALTIES,IF ANY INCLUDED)

1ST INST. \$ 80.99 DATE PAID 10-20-2018
2ND INST. \$ 80.99 DATE PAID 10-20-2018
TOTAL TAX \$ 161.98

SUPPLEMENTAL ASSESSED VALUATIONS

	LAND	IMPS	EXEMP	PERS PROP
OLD				
NEW				
NET				

1ST PAID BY: ARCOOIL CORP
471 STATE HIGHWAY 67
GRAHAM, TN 76450
ELECTRONIC PAYMENT / VI

2ND PAID BY: ARCOOIL CORP
471 STATE HIGHWAY 67
GRAHAM, TN 76450
ELECTRONIC PAYMENT / VI

REDEEMED AS PRIOR TAXES:

YEARS	AMT PAID	EFF DATE

REDEEMED TAXES PAID BY:

CERTIFICATION

ENSEN MASON, TAX COLLECTOR
BY: [Signature], Deputy
Lourdes C.

www.mytaxcollector.com

EXHIBIT O



SUNNY SINGH SAHOTA
471 STATE HIGHWAY 67
GRAHAM TX 76450-0000

March 15, 2021

Re: Loan Number [REDACTED]
Collateral Address 20925 67TH DR NE
ARLINGTON WA 98223

Dear Borrower(s),

Enclosed please find your original satisfaction of mortgage or lien release document, which has been recorded with your County Recorder's Office. The original recorded mortgage and original note will be sent to your attention under separate cover. Please retain these documents as evidence that the above-referenced mortgage loan has been paid in full and the lien on your property has been released.

If you have any questions, please do not hesitate to contact our Customer Care Department at (855) 690-5900, Monday through Friday from 8:00am – 10:00pm and Saturday from 9:00am – 6:00pm Eastern Time.

Sincerely,

Lien Release Department
Freedom Mortgage Corporation
NMLS No. 2767

Enclosures



202012221307
RECONVEYANCE
Rec: \$104.50
12/22/2020 3:47 PM 1 of 2
SNOHOMISH COUNTY, WA
Electronically Recorded

WHEN RECORDED MAIL TO:
FIRST AMERICAN MORTGAGE SOLUTIONS
1795 INTERNATIONAL WAY
IDAHO FALLS, ID 83402
PH. 208-528-9895

DEED OF RECONVEYANCE

WASHINGTON
COUNTY OF SNOHOMISH
LOAN NO.: [REDACTED]



PARCEL NO. 00802800000100

LEGAL DESCRIPTION: LOT 1, PIONEER MEADOWS, DIV. 1, VOL. 53, P. 49-50, SNOHOMISH COUNTY

THE UNDERSIGNED, FIRST AMERICAN TITLE INSURANCE COMPANY, located at 1 FIRST AMERICAN WAY, SANTA ANA, CA 92707, the Trustee, under that certain Deed of Trust dated JUNE 29, 2017, executed by SUNNY SINGH SAHOTA AND MANDEEP K SAHOTA, HUSBAND AND WIFE, Trustor, to FIRST AMERICAN TITLE, Original Trustee, for the benefit of MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. ("MERS"), AS DESIGNATED NOMINEE FOR ACADEMY MORTGAGE CORPORATION, BENEFICIARY OF THE SECURITY INSTRUMENT, ITS SUCCESSORS AND ASSIGNS, Original Beneficiary, and recorded on JUNE 30, 2017 as Auditor's File No. 201706300799, in the Records of the County Auditor's Office for SNOHOMISH County, State of WASHINGTON.

PROPERTY ADDRESS: 20925 67TH DR NE, ARLINGTON, WA 98223

WHEREAS, the Undersigned received from MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. ("MERS"), AS DESIGNATED NOMINEE FOR ACADEMY MORTGAGE CORPORATION, BENEFICIARY OF THE SECURITY INSTRUMENT, ITS SUCCESSORS AND ASSIGNS, the Beneficiary of said Deed of Trust, a written request to reconvey, reciting that the obligation secured by said Deed of Trust has been fully paid and performed, does hereby grant, bargain, and convey, without any covenant or warranty, express or implied, to the person or persons legally entitled thereto, all of the estate held by the Undersigned in and to said described premises by virtue of said Deed of Trust.

IN WITNESS WHEREOF, the undersigned has caused this Instrument to be executed on DECEMBER 09, 2020.
FIRST AMERICAN TITLE INSURANCE COMPANY


DEBORAH A. WHITE, VICE PRESIDENT

POD: 20201202
FM8020113IM - LR - WA



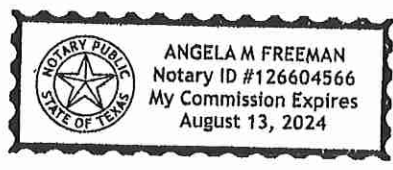
MIN: 100060821002031981
MERS PHONE: 1-888-679-6377

DTP39661A05A0AA.002999.03.04.000000

STATE OF TEXAS COUNTY OF DALLAS) ss.

On DECEMBER 09, 2020, before me, ANGELA M. FREEMAN, personally appeared DEBORAH A. WHITE known to me to be the VICE PRESIDENT of FIRST AMERICAN TITLE INSURANCE COMPANY the corporation that executed the instrument or the person who executed the instrument on behalf of said corporation, and acknowledged to me that such corporation executed the same.


ANGELA M. FREEMAN (COMMISSION EXP. 08/13/2024)
NOTARY PUBLIC



DTP39661A05A0AA.002999.04.04.000000



escrow account, these funds will appear as an escrow advance and included in the total payoff due. Available escrow funds will be returned to the borrower within 14 business days from the date the loan is paid in full.

When applicable, any escrow funds credited toward the total payoff will not be returned.

The information shown on this statement is subject to change. To ensure that you are submitting sufficient funds to pay your account in full, please contact our Customer Care Department for updated figures prior to remitting payoff funds. If your loan is referred to foreclosure this payoff statement will no longer be valid, therefore, a new payoff statement will need to be requested.

WHERE TO SUBMIT PAYOFF FUNDS

WIRE TRANSFER

Freedom Mortgage Corporation
Reference: Payoff/Payment Department
Keybank, 127 Public Square, Cleveland, OH
ABA: [REDACTED]
Bank Account: [REDACTED]
Borrower Name: SUNNY SINGH SAHOTA
Loan Number: [REDACTED]

OVERNIGHT DELIVERIES OF PAYMENTS

Freedom Mortgage Corporation
ATTN: Payoff Department
10500 Kincaid Drive, Suite 111
Fishers, Indiana 46037-9764

Please note that Freedom Mortgage requires payoffs to be received in the form of certified funds. Personal checks will not be accepted. Additionally, Freedom Mortgage will only accept funds to pay off the account in full. Payoff funds received that are not sufficient to pay the loan account in full will be returned.

Incoming wire transfers received by 4pm EST will be credited the same day. Wires received after that time will be processed on the next business day. Please ensure that all payoff funds submitted include the borrower's name and loan number.

Customer Care representatives are available to assist you at (855) 690-5900 Monday through Friday from 8:00am – 10:00pm and Saturday from 9:00am – 6:00pm Eastern Time.

IF YOU ARE IN BANKRUPTCY OR HAVE BEEN DISCHARGED BECAUSE OF A BANKRUPTCY PROCEEDING, THIS NOTICE IS GIVEN TO YOU FOR INFORMATIONAL PURPOSES AND IS NOT INTENDED AS AN ATTEMPT TO COLLECT A DEBT OR AS AN ACT TO COLLECT, ASSESS, OR RECOVER ALL OR ANY PORTION OF THE DEBT FROM YOU PERSONALLY.

Change of Address Notification Form

Is your mailing address changing as a result of this payoff request? Please let us know your new address below in order to ensure all trailing documents are sent to the appropriate address. Please return this form to:

Freedom Mortgage P.O. Box 50428 Indianapolis IN 46250-0401

New Address: _____ City/State/Zip _____

Loan Number: [REDACTED]

Attachment: Payoff Statement Disclosure



SUNNY SINGH SAHOTA
 471 STATE HWY 67
 GRAHAM TX 76450

September 1, 2021

PAYOFF STATEMENT

Loan Number: [REDACTED] Next Payment Due Date: 10/01/21
 Borrower: SUNNY SINGH SAHOTA
 Property: 20925 67TH DR NE
 ARLINGTON WA 98223

Loan Type: FHA

Payoff Quote Good Through 10/01/21

The accrued interest shown below is projected through 10/01/21. After that date, please add an additional \$ 6.13 per day.

Please send the following Remittance:	
Current Unpaid Principal	\$ 77,831.37
Accrued Interest	\$ 186.47
Prepayment Penalty	\$ 0.00
Escrow/Impound Required	\$ 1,856.10
Mortgage Insurance Premium Due	\$ 466.32
Less Escrow/Impound Funds	\$ - 543.39
Less Unapplied Funds Balance	\$ 0.00
Statement Fee	\$ 0.00
Unpaid Late Charges	\$ 0.00
Recording Fee	\$ 103.50
Release Fee	\$ 0.00
Additional Items Due	\$ 0.00
Deferred Balance	\$ 0.00
Optional Insurance	\$ 0.00
TOTAL PAYOFF DUE:	\$ 79,900.37

A Deferred Balance may include items such as deferred Principal Balance, Late Charges, Escrow Advances, Expense Advances and Administrative Fees.

The current escrow balance is \$543.39. Any escrow payments scheduled to disburse prior to the payoff expiration date will be deducted from the total escrow balance. If the scheduled disbursement creates a negative balance in the



PAYOFF PROCEDURE DISCLOSURE

Borrower: SUNNY SINGH SAHOTA

09/01/21

Loan Number: [REDACTED]
FHA Case Number: FR5663299202703

Address: 20925 67TH DR NE
ARLINGTON WA 98223

This is in reply to your 09/01/21 inquiry/request for payoff figures or offer to tender an amount to prepay in full your FHA-insured mortgage which this company is servicing.

This notice is to advise you of the procedure which will be followed to accomplish a full prepayment of your mortgage.

Freedom Mortgage will:

accept the full prepayment amount whenever it is paid and collect interest only to the date of that payment; or

only accept the prepayment on the first day of the month during the mortgage term; or accept the prepayment whenever tendered with the interest paid to the first day of the month following the date prepayment is received;

require at least 30 days prior written notice of your intent to prepay the mortgage (for mortgage insured prior to August 2, 1985). We consider that the 30-day written notice has not been complied with. NOTICE MUST BE IN WRITING.

consider that we have received notice of your intended prepayment and the 30-day notice began to run on N/A.

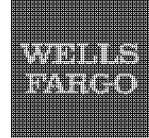
NOTE: Because your loan provides for the collection of interest through the end of the calendar month in which your prepayment is received, it is to your advantage to ensure that the prepayment reaches us as close to the end of the month as possible, but not later than the first work day of the month.

If you have any questions regarding this notice, please contact Customer Care at (855) 690-5900.

Freedom Mortgage Corporation

Attachment: Payoff Statement

Account number: [REDACTED] 6891 ■ September 1, 2021 - September 30, 2021 ■ Page 2 of 4



Electronic deposits/bank credits (continued)

<i>Effective date</i>	<i>Posted date</i>	<i>Amount</i>	<i>Transaction detail</i>
-----------------------	--------------------	---------------	---------------------------

[REDACTED]			
------------	--	--	--

		\$1,672,656.37	Total electronic deposits/bank credits
--	--	-----------------------	---

		\$1,677,817.26	Total credits
--	--	-----------------------	----------------------

Debits

Electronic debits/bank debits

<i>Effective date</i>	<i>Posted date</i>	<i>Amount</i>	<i>Transaction detail</i>
-----------------------	--------------------	---------------	---------------------------

[REDACTED]			
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09/09		79,900.37	WT Fed#06372 Keybank National A /Ftr/Bnf=Freedom Mortgage Corporation Srf# 0005359252166709 Tm#210909068075 Rfb#
-------	--	-----------	---

[REDACTED]			
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EXHIBIT P

TIPRO Releases "2022 State of Energy Report"

Feb 03 Posted by [Kelli Way](#) in [Uncategorized](#)

Austin, Texas - The Texas Independent Producers & Royalty Owners Association (TIPRO) today released the seventh edition of its "State of Energy Report," offering a detailed analysis of national and state trends in oil and natural gas employment, wages and other key economic factors for the state's energy industry in 2021. TIPRO's "State of Energy Report" series was developed to quantify and track the economic impact of domestic oil and natural gas production with an emphasis on the state of Texas.

In 2021, the U.S. oil and gas industry continued to offer significant economic support, while providing reliable and affordable energy to meet growing domestic and global demand. According to TIPRO, the industry supported a total of 832,869 direct jobs in the U.S. last year. The U.S. oil and natural gas sector paid a national annual wage averaging \$115,166 during 2021, 76 percent higher than average private sector wages. Payroll in the U.S. oil and gas industry meanwhile totaled \$96 billion and direct Gross Regional Product (GRP) for the industry was \$573 billion in 2021, or 3 percent of the U.S. economy. Additionally, total U.S. goods and services purchased in 2021 by the oil and natural gas industry exceeded \$421 billion from over 900 business sectors, notes TIPRO.

In Texas, the oil and gas industry once again led the nation in industry employment last year, accounting for 37 percent of all oil and gas employment in the nation, as outlined in the association's new report. The industry supported a total of 309,396 direct jobs in Texas in 2021, with total direct and indirect employment of 1.9 million. Direct GRP for Texas oil and gas equaled \$200 billion in 2021, or 12 percent of the state economy. Total U.S. goods and services purchased by the Texas oil and natural gas industry surpassed \$166 billion last year, 81 percent of which came from Texas businesses.

Oil production in Texas exceeded 1.7 billion barrels (bbl) in 2021, noted TIPRO. The second largest oil producing state last year was New Mexico (437 million bbl), followed by North Dakota (403 million bbl), Alaska (158 million bbl) and Oklahoma (148 million bbl). Natural gas production in Texas totaled 10.7 trillion cubic feet (Tcf) in 2021. The next four states ranked by natural gas production included Pennsylvania (7.5 Tcf), Alaska (3.5 Tcf), Louisiana (3.3 Tcf) and Oklahoma (2.6 Tcf).

"Despite a number of unique challenges facing operators over the past year, the Texas oil and natural gas industry continued to show its resiliency and significant economic impact," said Brent Hopkins, chairman of TIPRO and CEO of Suemaur Exploration & Production LLC. "Oil and natural gas development, led by Texas operators, will play a critical role in meeting surging global energy demand for decades to come under any realistic scenario," added Hopkins.

The U.S. Energy Information Administration (EIA) forecasts that energy demand will increase by 50 percent by 2050, with global demand for oil and natural gas rising by 34 percent in that timeframe. In 2020, oil and natural gas supplied nearly 70 percent of America's energy, and the EIA projects them to account for nearly 70 percent of domestic energy needs by 2050.

According to TIPRO member Enverus, 2022 will deliver an even stronger year of growth relative to 2021 despite major public operators holding to capital discipline. Similar to 2021, private operators will continue to add activity, but the U.S.- focused supermajors are going to play an even more important part in the growth story this year. Enverus forecasts that these operators will focus on growth out of their shorter-cycle North American assets while keeping corporate-level production flat – this is their version of capital discipline as they move to avoid the riskier parts of their portfolios to optimize cash flows and boost returns to shareholders.

Enverus remains bullish for 2022 expecting U.S. supply to grow by ~930,000 barrels per day (b/d) exit-to-exit from ~11.7 million b/d in December 2021. Unlike 2021, growth will be more equally distributed between first and second half and ~360,000 b/d should be added by mid-year at an average ~475 oil rigs in the first half of

2022. Nearly 95 percent of forecasted 2022 growth comes from Permian; the Rockies will stay virtually flat and Eagle Ford output will grow slightly at ~100,000 b/d. There are real risks to supply outlooks, including well cost inflation and supply chain snags.

"The state of Texas is an energy powerhouse, and our producers are held to strict environmental standards," said Ed Longanecker, president of TIPRO. "It's incumbent upon all of us to help maintain a pro-energy environment by supporting sensible, science-based policies at all levels of government. When countries or regions ignore the immense value of energy security, they open the doors to losing control of their economic well-being and becoming more reliant on foreign sources of energy to meet demand," concluded Longanecker.

What does Oil & Gas mean for Texas?

- Texas led the nation in oil and gas jobs with 309,396 people employed in this industry. Approximately 37 percent of all oil and gas jobs nationwide were located in Texas last year.
- Oil and gas jobs in Texas paid an annual average wage of \$132,232, 107 percent more than the average private sector job in the state.
- Texas had the highest oil and gas payroll in the country in 2021 (\$41 billion), with California coming in at a distant second (\$10 billion), then Louisiana (\$6 billion).
- Texas had the highest number of oil and gas businesses in the nation last year with 12,300. This was three times the number of oil and gas businesses than second-ranked Oklahoma.
- Oil production in Texas exceeded 1.7 billion barrels in 2021. New Mexico had the second highest oil production in 2021 with 437 million barrels, followed by North Dakota with 403 million barrels produced.
- Texas led the country in natural gas production with 10.7 Tcf produced in 2021, followed by Pennsylvania with 7.5 Tcf.
- Texas had the highest rig count in the country in 2021 with an average of 264 active rigs. The number of rigs in Texas increased from 197 in January to 322 in December.
- Three of the top five metropolitan areas in the country ranked by oil and gas employment were located in Texas.
- In 2021, total direct Gross Regional Product (GRP) for the Texas oil and natural gas industry was \$200 billion, or 12 percent of the Texas economy. Once you incorporate the typical multiplier for GRP, that number more than doubles.
- The Texas oil and natural gas industry purchased U.S. goods and services in the amount of \$166 billion, 81 percent of which came from Texas businesses.
- Between 2007 – 2021, total state taxes and state royalty payments paid by the Texas oil and natural gas industry exceeded \$178 billion, including \$15.8 billion contributed last year.

The "State of Energy Report" series is published exclusively by TIPRO. A full list of the data sources used to develop this analysis can be viewed in the methodology section of the report.

Visit <https://bit.ly/TIPRO2022StateofEnergy> to download a copy of TIPRO's new "State of Energy Report."

###

PRINT

EXHIBIT Q

Form 201 Secretary of State P.O. Box 13697 Austin, TX 78711-3697 FAX: 512/463-5709 Filing Fee: \$300	 Certificate of Formation For-Profit Corporation	Filed in the Office of the Secretary of State of Texas Filing #: 803333674 06/03/2019 Document #: 893469950003 Image Generated Electronically for Web Filing
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Article 1 - Entity Name and Type

The filing entity being formed is a for-profit corporation. The name of the entity is:

Texas Truck Equipment Repairs, INC

The name must contain the word "corporation," "company," "incorporated," "limited," or an abbreviation of one of these terms. The name must not be the same as, deceptively similar to or similar to that of an existing corporate, limited liability company, or limited partnership name on file with the secretary of state. A preliminary check for "name availability" is recommended.

Article 2 – Registered Agent and Registered Office

A. The initial registered agent is an organization (cannot be corporation named above) by the name of:

OR

B. The initial registered agent is an individual resident of the state whose name is set forth below:

Name:
Cato Bobby

C. The business address of the registered agent and the registered office address is:

Street Address:
471 State Highway 67 Graham TX 76450

Consent of Registered Agent

A. A copy of the consent of registered agent is attached.

OR

B. The consent of the registered agent is maintained by the entity.

Article 3 - Directors

The number of directors constituting the initial board of directors and the names and addresses of the person or persons who are to serve as directors until the first annual meeting of shareholders or until their successors are elected and qualified are set forth below:

Director 1: **Sahota Sunny**

Address: **471 State Highway 67 Graham TX, USA 76450**

Article 4 - Authorized Shares

The total number of shares the corporation is authorized to issue and the par value of each of such shares, or a statement that such shares are without par value, is set forth below.

Number of Shares	Par Value (must choose and complete either A or B)	Class	Series
100	<input checked="" type="checkbox"/> A. has a par value of \$100 <input type="checkbox"/> B. without par value.	Preferred	A

If the shares are to be divided into classes, you must set forth the designation of each class, the number of shares of each class, and the par value (or statement of no par value), of each class. If shares of a class are to be issued in series, you must provide the designation of each series. The preferences, limitations, and relative rights of each class or series must be stated in space provided for supplemental information.

Article 5 - Purpose

The purpose for which the corporation is organized is for the transaction of any and all lawful business for which corporations may be organized under the Texas Business Organizations Code.

Supplemental Provisions / Information

[The attached addendum, if any, is incorporated herein by reference.]

Effectiveness of Filing

A. This document becomes effective when the document is filed by the secretary of state.

OR

B. This document becomes effective at a later date, which is not more than ninety (90) days from the date of its signing. The delayed effective date is: **June 4, 2019**

Organizer

The name and address of the organizer is set forth below.

Bobby Cato 471 State Highway 67 Graham, Texas 76450


Execution

The undersigned affirms that the person designated as registered agent has consented to the appointment. The undersigned signs this document subject to the penalties imposed by law for the submission of a materially false or fraudulent instrument and certifies under penalty of perjury that the undersigned is authorized under the provisions of law governing the entity to execute the filing instrument.

Bobby Cato

Signature of organizer

FILING OFFICE COPY

<p>Form 403 (Revised 05/11)</p> <p>Submit in duplicate to: Secretary of State P.O. Box 13697 Austin, TX 78711-3697 512 463-5555 FAX: 512/463-5709 Filing Fee: \$15</p>	 Certificate of Correction	<p>This space reserved for office use.</p> <p style="text-align: center;">FILED In the Office of the Secretary of State of Texas</p> <p style="text-align: center;">JUN 17 2019</p> <p style="text-align: center;">Corporations Section</p>
---	---	--

Entity Information

1. The name of the filing entity is:

Texas Truck Equipment Repairs, INC

State the name of the entity as currently shown in the records of the secretary of state. If the certificate of correction corrects the name of the entity, state the present name and not the name as it will be corrected.

The file number issued to the filing entity by the secretary of state is: 803333674

Filing Instrument to be Corrected

2. The filing instrument to be corrected is : Certificate of Formation

The date the filing instrument was filed with the secretary of state: 06/03/2019
mm/dd/yyyy

Identification of Errors and Corrections

(Indicate the errors that have been made by checking the appropriate box or boxes; then provide the corrected text.)

The entity name is inaccurate or erroneously stated. The corrected entity name is:

Texas Auto Truck Equipment Repair, INC

The registered agent name is inaccurate or erroneously stated. The corrected registered agent name is:

Corrected Registered Agent
(Complete either A or B, but not both.)

A. The registered agent is an organization (cannot be entity named above) by the name of:

OR

B. The registered agent is an individual resident of the state whose name is:

First Middle Last Name Suffix

The person executing this certificate of correction affirms that the registered agent, whose name is being corrected by this certificate, consented to serve as registered agent at the time the filing instrument being corrected took effect.

The registered office address is inaccurate or erroneously stated. The corrected registered office address is:

Corrected Registered Office Address

<i>Street Address (No P.O. Box)</i>	<i>City</i>	<i>State</i> TX <i>Zip Code</i>
-------------------------------------	-------------	---------------------------------

The purpose of the entity is inaccurate or erroneously stated. The purpose is corrected to read as follows:

The period of duration of the entity is inaccurate or erroneously stated. The period of duration is corrected to read as follows:

Identification of Other Errors and Corrections

(Indicate the other errors and corrections that have been made by checking and completing the appropriate box or boxes.)

Other errors and corrections. The following inaccuracies and errors in the filing instrument are corrected as follows:

Add Each of the following provisions was omitted and should be added to the filing instrument. The identification or reference of each added provision and the full text of the provision is set forth below.

Alter The following identified provisions of the filing instrument contain inaccuracies or errors to be corrected. The full text of each corrected provision is set forth below:

Delete Each of the provisions identified below was included in error and should be deleted.

Defective Execution The filing instrument was defectively or erroneously signed, sealed, acknowledged or verified. Attached is a correctly signed, sealed, acknowledged or verified instrument.

Statement Regarding Correction

The filing instrument identified in this certificate was an inaccurate record of the event or transaction evidenced in the instrument, contained an inaccurate or erroneous statement, or was defectively or erroneously signed, sealed, acknowledged or verified. This certificate of correction is submitted for the purpose of correcting the filing instrument.

Correction to Merger, Conversion or Exchange

The filing instrument identified in this certificate of correction is a merger, conversion or other instrument involving multiple entities. The name and file number of each entity that was a party to the transaction is set forth below. (If the space provided is not sufficient, include information as an attachment to this form.)

Entity name *SOS file number*

Entity name *SOS file number*

Effectiveness of Filing

After the secretary of state files the certificate of correction, the filing instrument is considered to have been corrected on the date the filing instrument was originally filed except as to persons adversely affected. As to persons adversely affected by the correction, the filing instrument is considered to have been corrected on the date the certificate of correction is filed by the secretary of state.

Execution

The undersigned signs this document subject to the penalties imposed by law for the submission of a materially false or fraudulent instrument and certifies under penalty of perjury that the undersigned is authorized under the provisions of law governing the entity to execute the filing instrument.

Date: 6/17/2019

By: Organizer
Bobby Cato
Signature of authorized person

Bobby Cato
Printed or typed name of authorized person (see instructions)

EXHIBIT R

2505 LAKEVIEW DR., STE 300
AMARILLO TX, 79109-1527

320705010020080101



February 22, 2022

SP

29008 29008

PAGE 1 OF 1

ARCOOIL CORP
% ROGER SAHOTA
471 STATE HIGHWAY 67
GRAHAM TX 76450-7046



TWC ACCOUNT NUMBER	STATEMENT NUMBER
16-048290-7	016



FOR TWC USE ONLY	
AMOUNT DUE	INITIALS
\$1,781.83	
REMIT. AMOUNT	PM DATE

We encourage all employers to make payments through our online payment site at <https://www.twc.texas.gov/paytax>

QUARTER ENDED	REPORT DUE DATE	REPORT POSTMARK DATE	DESCRIPTION OF UNPAID CHARGES	AMOUNT DUE
09-30-20	11-02-20	11-30-20	Tax Interest for Late Payment of Tax Penalty for Filing Report Late	56.32 13.44 33.97
12-31-20	02-01-21	05-01-21	Tax Interest for Late Payment of Tax Penalty for Filing Report Late	282.80 55.12 229.41
03-31-21	05-07-21	06-07-21	Penalty for Filing Report Late	60.00
06-30-21	08-02-21	10-29-21	Tax Interest for Late Payment of Tax Penalty for Filing Report Late	738.21 55.35 197.21
09-30-21	11-01-21	12-03-21	Penalty for Filing Report Late	60.00
12-31-21	01-31-22		This Quarterly Report has not been received	
The most recent payment received on this account was posted on December 2, 2020.				
PLEASE REVIEW INFORMATION AND INSTRUCTIONS ON HOW TO MAKE PAYMENTS AND HOW TO SERVICE YOUR ACCOUNT HTTPS://TWC.TEXAS.GOV/BUSINESSES/UNEMPLOYMENT-TAX				
C-69MS(1121)				TOTAL \$ 1,781.83

Please submit the above report(s) along with any remittance due.

THIS STATEMENT CONSTITUTES DUE NOTICE WITH RESPECT TO ANY ARREARAGE FOR THIS ACCOUNT AND THE ACCOUNT IS SUBJECT TO THE PROVISIONS OF LAW QUOTED BELOW, AS WELL AS COLLECTION ACTIONS PRESCRIBED BY OTHER STATUTES (LABOR CODE.CHAPTER 213):

EXCERPTS FROM CHAPTER 213 OF THE TEXAS UNEMPLOYMENT COMPENSATION ACT:

SEC. 213.021. Interest on Past Due Contribution.

(a) An employer who does not pay a contribution on or before the date prescribed by the Commission is liable to the state for interest of one and one-half percent of the contribution for each month or portion of a month that the contribution and interest payments are not paid in full. The total interest applied may not exceed 37-1/2 percent of the contribution due at the due date.

SEC. 213.025. Interest on Judgment or Final Assessment for Past Due Contribution.

For a judgment or final assessment that grants recovery of the amount of a contribution and the amount of interest computed at the maximum rate permitted under Section 213.021(a), the part of the judgment or final assessment for the amount of the contribution earns additional interest at the rate of one percent for each month or part of a month it remains unpaid.

SEC. 213.022. Penalty for Failure to File Report.

An employer who does not file a report of wages paid or contributions due as required by this subtitle or commission rule shall pay to the commission a penalty in the amount equal to:

- (1) \$15, if the completed report is filed not later than the 15th day after the report's due date;
- (2) \$30 plus one-twentieth of one percent of wages that the employer failed to report, if the completed report is filed after the 15th day after the report's due date but during the first month after the report's due date;
- (3) the sum of the amount computed under Subdivision (2) and the amount equal to \$30 plus one-tenth of one percent of wages that the employer failed to report, if the completed report is filed during the second month after the report's due date; or
- (4) the sum of the amount computed under Subdivision (3) and the amount equal to \$30 plus one-fifth of one percent of wages that the employer failed to report, if the completed report is filed during the third month after the report's due date.

SEC. 213.031. Collection Required; Methods.

If after notice an employer does not pay a contribution or penalty or interest on a contribution, the commission shall collect the amount due by:

- (1) bringing a civil action in the name of the state and the attorney general in a district court in Travis County; or;
- (2) serving a Notice of Assessment on the defaulting employer, stating the amount of contribution, penalty, and interest outstanding.

SEC. 213.057. Tax Lien.

(a) The amount due from an employing unit under this subtitle is secured by a lien on property belonging to the employing unit or to any individual indebted for the sum.



Transaction Summary

Transaction Complete
Trace #:000000005318086

**Texas Workforce Commission
ARCOIL CORP
160482907**

Remittance Amount	\$103.73
Bank Routing and Account Number	114013284 *****3863
Settlement Date	3/4/2022
Report Period	20
Entered By	Danielle Rushing



Texas Comptroller of Public Accounts

Transaction Summary

Transaction Complete
Trace #:000000005318128

**Texas Workforce Commission
ARCOIL CORP
160482907**

Remittance Amount	\$1,678.10
Bank Routing and Account Number	114013284 *****3863
Settlement Date	3/4/2022
Report Period	21
Entered By	Danielle Rushing

EXHIBIT S



Search: Public Records: Motor Vehicle Registrations/Titles

Terms: vin(1FTFW1ET1BKE22920)

<u>No.</u>	<u>Full Name/Address</u>	<u>VIN</u>	<u>Type</u>	<u>Date</u>	<u>Jurisdiction</u>
1.	SAHOTA, SUNNY 12642 RASBERRY LN SAN ANGELO, TX 76904-1415	1FTFW1ET1BKE22920 2011 Ford F150	TITLE Data Source: Non-Governmental		TEXAS
2.	SAHOTA, MANDEEP K 12642 RASBERRY LN SAN ANGELO, TX 76904-1415 SAHOTA, SUNNY S 12642 RASBERRY LN SAN ANGELO, TX 76904-1415	1FTFW1ET1BKE22920 2011 Ford F150	REGISTRATION Data Source: Governmental	11/03/2020	TEXAS
3.	SAHOTA, MANDEEP K 12642 RASBERRY LN SAN ANGELO, TX 76904-1415 SAHOTA, SUNNY S 12642 RASBERRY LN SAN ANGELO, TX 76904-1415	1FTFW1ET1BKE22920 2011 Ford F150	TITLE Data Source: Governmental	11/15/2019	TEXAS

Terms: vin(1FTFW1ET1BKE22920)

Date/Time: Wednesday, December 22, 2021 7:30 AM

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Search: Public Records: Motor Vehicle Registrations/Titles
Terms: vin(1GYS4KKJ7JR215381)

<u>No.</u>	<u>Full Name/Address</u>	<u>VIN</u>	<u>Type</u>	<u>Date</u>	<u>Jurisdiction</u>
1.	PROGRESSIVE CASUALTY INSRUANCE CO. MIDWEST TITLE CTR INDIANAPOLIS, IN 46278	1GYS4KKJ7JR215381 2018 Cadillac Escalade	TITLE Data Source: Governmental	07/24/2020	TEXAS
2.	PROGRESSIVE CASUALTY INSRUANCE CO. MIDWEST TITLE CENTER INDIANAPOLIS, IN 46278	1GYS4KKJ7JR215381 2018 Cadillac Escalade	TITLE Data Source: Governmental	07/24/2020	TEXAS
3.	KAUR SAHOTA, MANDEEP 471 STATE HIGHWAY 67 GRAHAM, TX 76450-7046 SINGH SAHOTA, SUNNY 471 STATE HIGHWAY 67 GRAHAM, TX 76450-7046	1GYS4KKJ7JR215381 2018 Cadillac Escalade	TITLE Data Source: Governmental	06/13/2020	TEXAS
4.	SAHOTA, SUNNY S 471 STATE HIGHWAY 67 GRAHAM, TX 76450-7046	1GYS4KKJ7JR215381 2018 Cadillac Escalade	TITLE Data Source: Non- Governmental		TEXAS
5.	KAUR SAHOTA, MANDEEP 471 STATE HIGHWAY 67 GRAHAM, TX 76450-7046 SINGH SAHOTA, SUNNY 471 STATE HIGHWAY 67 GRAHAM, TX 76450-7046	1GYS4KKJ7JR215381 2018 Cadillac Escalade	TITLE Data Source: Governmental	07/17/2019	TEXAS
6.	PROGRESSIVE CASUALTY INSRUANCE CO. 3748 MCPHERSON DR JUSTIN, TX 76247 KAUR SAHOTA, MANDEEP 471 STATE HIGHWAY 67 GRAHAM, TX 76450-7046 SINGH SAHOTA, SUNNY	1GYS4KKJ7JR215381 2018 Cadillac Escalade	REGISTRATION Data Source: Governmental	06/25/2019	TEXAS

<u>No.</u>	<u>Full Name/Address</u>	<u>VIN</u>	<u>Type</u>	<u>Date</u>	<u>Jurisdiction</u>
	471 STATE HIGHWAY 67 GRAHAM, TX 76450-7046				
7.	TUNNELL, KEZIA ELIZABETH 102 CHARDONNAY WAY ABILENE, TX 79602-1287	1GYS4KKJ7JR215381 2018 Cadillac Escalade	TITLE Data Source: Governmental	08/29/2018	TEXAS
8.	TUNNELL, KEZIA ELIZABETH 102 CHARDONNAY WAY ABILENE, TX 79602-1287	1GYS4KKJ7JR215381 2018 Cadillac Escalade	TITLE Data Source: Governmental	03/21/2018	TEXAS
9.	TUNNELL, KEZIA ELIZABETH 8717 REMUDA DR ABILENE, TX 79602-5483	1GYS4KKJ7JR215381 2018 Cadillac Escalade	TITLE Data Source: Governmental	01/25/2018	TEXAS
10.	TUNNELL, KEZIA ELIZABETH 102 CHARDONNAY WAY ABILENE, TX 79602-1287	1GYS4KKJ7JR215381 2018 Cadillac Escalade	REGISTRATION Data Source: Governmental	01/16/2018	TEXAS
11.	TUNNELL, KEZIA ELIZABETH 8717 REMUDA DR ABILENE, TX 79602-5483	1GYS4KKJ7JR215381 2018 Cadillac Escalade	REGISTRATION Data Source: Governmental	01/16/2018	TEXAS

Terms: vin(1GYS4KKJ7JR215381)
 Date/Time: Monday, March 7, 2022 2:29 PM
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Search: Public Records: Motor Vehicle Registrations/Titles
Terms: vin(1GCJC33U35F856330)

<u>No.</u>	<u>Full Name/Address</u>	<u>VIN</u>	<u>Type</u>	<u>Date</u>	<u>Jurisdiction</u>
1.	SINGH SAHOTA, MANJIT 471 STATE HIGHWAY 67 GRAHAM, TX 76450-7046	1GCJC33U35F856330 2005 Chevrolet Silverado	REGISTRATION Data Source: Governmental	09/08/2021	TEXAS
2.	SINGH SAHOTA, MANJIT 471 STATE HIGHWAY 67 GRAHAM, TX 76450-7046	1GCJC33U35F856330 2005 Chevrolet Silverado	TITLE Data Source: Governmental	04/11/2019	TEXAS
3.	OLDCASTLE MATERIALS TEXAS INC. 5723 UNIVERSITY HTS STE 115 SAN ANTONIO, TX 78249-1886	1GCJC33U35F856330 2005 Chevrolet Silverado	TITLE Data Source: Governmental	01/14/2017	TEXAS
4.	OLDCASTLE MATERIALS TEXAS INC. 1320 ARROW POINT DR CEDAR PARK, TX 78613-2167	1GCJC33U35F856330 2005 Chevrolet Silverado	TITLE Data Source: Governmental	01/14/2017	TEXAS
5.	APAC TEXAS INC. 1320 ARROW POINT DR CEDAR PARK, TX 78613-7594 OLDCASTLE MATERIALS TEXAS INC. 1320 ARROW POINT DR CEDAR PARK, TX 78613-2167	1GCJC33U35F856330 2005 Chevrolet Silverado	REGISTRATION Data Source: Governmental	01/14/2016	TEXAS
6.	APAC TEXAS INC. 1001 ED BLUESTEIN BLVD AUSTIN, TX 78721-3519	1GCJC33U35F856330 2005 Chevrolet Silverado	REGISTRATION Data Source: Governmental	01/01/2015	TEXAS
7.	APAC TEXAS INC. 1001 ED BLUESTEIN BLVD AUSTIN, TX 78721-3519	1GCJC33U35F856330 2005 Chevrolet Silverado	REGISTRATION Data Source: Governmental	01/01/2013	TEXAS

<u>No.</u>	<u>Full Name/Address</u>	<u>VIN</u>	<u>Type</u>	<u>Date</u>	<u>Jurisdiction</u>
8.	APAC TEXAS INC. 1001 ED BLUESTEIN BLVD AUSTIN, TX 78721-3519	1GCJC33U35F856330 2005 Chevrolet Silverado	REGISTRATION Data Source: Governmental	01/01/2011	TEXAS
9.	APAC TEXAS INC. 1 CHISHOLM TRL STE 450 ROUND ROCK, TX 78681-5094 APAC TEXAS INC. 1320 ARROW POINT DR CEDAR PARK, TX 78613-7594 APAC TEXAS INC. 5723 UNIVERSITY HTS STE 115 SAN ANTONIO, TX 78249-1886	1GCJC33U35F856330 2005 Chevrolet Silverado	TITLE Data Source: Governmental	02/02/2010	TEXAS
10.	APAC TEXAS INC. 1001 ED BLUESTEIN BLVD AUSTIN, TX 78721-3519	1GCJC33U35F856330 2005 Chevrolet Silverado	TITLE Data Source: Governmental	02/02/2010	TEXAS
11.	APAC TEXAS INC. 1001 ED BLUESTEIN BLVD AUSTIN, TX 78721-3519	1GCJC33U35F856330 2005 Chevrolet Silverado	TITLE Data Source: Governmental	02/02/2010	TEXAS
12.	WHEELER COATINGS OF S.A. 4310 JUNG RD SAN ANTONIO, TX 78247-2230 WHEELER COATINGS OF S.A.INC. 4310 JUNG RD SAN ANTONIO, TX 78247-2230	1GCJC33U35F856330 2005 Chevrolet Silverado	REGISTRATION Data Source: Governmental	01/01/2010	TEXAS
13.	WHEELER COATINGS OF S.A. 4310 JUNG RD SAN ANTONIO, TX 78247-2230 WHEELER COATINGS OF S.A.INC. 4310 JUNG RD SAN ANTONIO, TX 78247-2230 WHEELER COATINGS OF SAN ANTONI PO BOX 909989 SAN ANTONIO, TX 78247	1GCJC33U35F856330 2005 Chevrolet Silverado	TITLE Data Source: Governmental	04/27/2005	TEXAS
14.	COATINGS OF SAN ANTO, WHEELER 4310 JUNG RD SAN ANTONIO, TX 78247-2230	1GCJC33U35F856330 2005 Chevrolet Silverado	TITLE Data Source: Governmental	01/06/2005	TEXAS
15.	COATINGS OF SAN ANTO,	1GCJC33U35F856330	TITLE	01/06/2005	TEXAS

<u>No.</u>	<u>Full Name/Address</u>	<u>VIN</u>	<u>Type</u>	<u>Date</u>	<u>Jurisdiction</u>
	WHEELER PO BOX 909989 SAN ANTONIO, TX 78247	2005 Chevrolet Silverado	Data Source: Governmental		
16.	WHEELER COATINGS OF SAN ANTONI PO BOX 909989 SAN ANTONIO, TX 78247	1GCJC33U35F856330 2005 Chevrolet Silverado	REGISTRATION Data Source: Governmental	12/21/2004	TEXAS
17.	COATINGS OF SAN ANTO, WHEELER PO BOX 909989 SAN ANTONIO, TX 78247	1GCJC33U35F856330 2005 Chevrolet Silverado	TITLE Data Source: Governmental		TEXAS

Terms: vin(1GCJC33U35F856330)
 Date/Time: Monday, March 7, 2022 2:28 PM
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Search: Public Records: Motor Vehicle Registrations/Titles
Terms: vin(D2137GGA15530)

<u>No.</u>	<u>Full Name/Address</u>	<u>VIN</u>	<u>Type</u>	<u>Date</u>	<u>Jurisdiction</u>
1.	SINGH SAHOTA, MANJIT PO BOX 219 HOLLIDAY, TX 76366-0219	D2137GGA15530 1977 INTL HARVESTER	REGISTRATION Data Source: Governmental	06/26/2018	TEXAS
2.	SINGH SAHOTA, MANJIT PO BOX 219 HOLLIDAY, TX 76366-0219	D2137GGA15530 1977 INTL HARVESTER	TITLE Data Source: Governmental	05/17/2018	TEXAS
3.	BIG GIANT DRILLING LLC PO BOX 1245 ARCHER CITY, TX 76351-1245	D2137GGA15530 1977 INTL HARVESTER	TITLE Data Source: Governmental	02/21/2007	TEXAS
4.	BROWNING, WAYNE PO BOX 1225 ARCHER CITY, TX 76351-1225	D2137GGA15530 1977 INTL HARVESTER	REGISTRATION Data Source: Governmental	04/01/2006	TEXAS
5.	BROWNING, WAYNE PO BOX 1225 ARCHER CITY, TX 76351-1225	D2137GGA15530 1977 INTL HARVESTER	REGISTRATION Data Source: Governmental	04/01/2005	TEXAS
6.	BROWNING, WAYNE PO BOX 1225 ARCHER CITY, TX 76351-1225	D2137GGA15530 1977 INTL HARVESTER	TITLE Data Source: Governmental	11/21/2001	TEXAS
7.	BROWNING, WAYNE PO BOX 1225 ARCHER CITY, TX 76351-1225	D2137GGA15530 1977	TITLE Data Source: Governmental	11/21/2001	TEXAS
8.	BIG GIANT DRILLING PO BOX 1245 ARCHER CITY, TX 76351-1245 BIG GIANT DRILLING LLC PO BOX 1245	D2137GGA15530 1977 INTL HARVESTER	REGISTRATION Data Source: Governmental		TEXAS

<u>No.</u>	<u>Full Name/Address</u>	<u>VIN</u>	<u>Type</u>	<u>Date</u>	<u>Jurisdiction</u>
	ARCHER CITY, TX 76351-1245				
9.	BIG GIANT DRILLING PO BOX 1245 ARCHER CITY, TX 76351-1245 BIG GIANT DRILLING LLC PO BOX 1245 ARCHER CITY, TX 76351-1245	D2137GGA15530 1977 INTL HARVESTER	REGISTRATION Data Source: Governmental		TEXAS

Terms: vin(D2137GGA15530)
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Search: Public Records: Motor Vehicle Registrations/Titles
Terms: vin(56KMTG003M3177738)

<u>No.</u>	<u>Full Name/Address</u>	<u>VIN</u>	<u>Type</u>	<u>Date</u>	<u>Jurisdiction</u>
1.	SINGH SAHOTA, SUNNY 471 STATE HIGHWAY 67 GRAHAM, TX 76450-7046	56KMTG003M3177738 2021 Indian Scout	TITLE Data Source: Governmental	10/14/2021	TEXAS
2.	SINGH SAHOTA, SUNNY 471 STATE HIGHWAY 67 GRAHAM, TX 76450-7046	56KMTG003M3177738 2021 Indian Scout	TITLE Data Source: Governmental	10/14/2021	TEXAS
3.	SINGH SAHOTA, SUNNY 471 STATE HIGHWAY 67 GRAHAM, TX 76450-7046	56KMTG003M3177738 2021 Indian Scout	REGISTRATION Data Source: Governmental	10/02/2021	TEXAS
4.	SINGH SAHOTA, SUNNY 471 STATE HIGHWAY 67 GRAHAM, TX 76450-7046	56KMTG003M3177738 2021 Indian Scout	REGISTRATION Data Source: Governmental	10/02/2021	TEXAS

Terms: vin(56KMTG003M3177738)
 Date/Time: Monday, March 7, 2022 2:27 PM
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BARRON PETROLEUM, LLC
471 STATE HIGHWAY 67
GRAHAM, TX 76450-7046

S# 1K2853A
CA 18786Z

1006
37-65/119 706

DATE 6-1-19

PAY TO THE ORDER OF Lawrence Hall \$ 15,000.00

Fifteen Thousand Dollars ^{xx}/₁₀₀ DOLLARS

FOR Cadillac

Webb Fargo Bank, N.A.
FARGO
www.webbfargo.com

0000001006 6891

06/04/2019

15000.00

20190605

ACCT 6891+

CHOOSE HERE

Pay FIRST FINANCIAL BANK
OF ABILENE, TEXAS, OR ORDER OF

FOR DEPOSIT ONLY
411301122

Lawrence Hall Chevrolet Mazda Inc.
CITIZEN BANK 04-03-569801 HOTEL DEPOSIT

15000.00

20190605 +

ACCT 6891+

Summons and Subpoenas Department
S4001-01F
Phoenix AZ 85038

BARRON PETROLEUM, LLC
471 STATE HIGHWAY 67
GRAHAM, TX 76450-7046

10221/C 98235 7198 1072
37-65/1119 706

DATE Aug-15, 2020

PAY TO THE ORDER OF Mitchell Buick GMC \$ 10,000.00

Ten Thousand Dollars ^{100/100} DOLLARS

FOR 2020 GMC Yukon DL#WDL2BN42563B

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

⑆0000001072⑆ ⑆ [REDACTED] ⑆ [REDACTED] 6891⑆

For Deposit Only
First Financial Bank TX
61110056894
Mitchell Automotive Group Inc

[REDACTED] 10000.00
20200818 [REDACTED] +
ACCT [REDACTED] 6891+
[REDACTED]
[REDACTED]

Summons and Subpoenas Department
S4001-01F
Phoenix AZ 85038

BARRON PETROLEUM, LLC
471 STATE HIGHWAY 67
GRAHAM, TX 76450-7046

1129
37-65/1119 706

DATE 2-25-21

PAY TO THE ORDER OF Bank of America \$ 3000.00

Three Thousand Dollars ^{xx/100} DOLLARS

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

FOR Acct # 65010054575119 Yukon Payment

⑆0000001129⑆ ⑆ [REDACTED] ⑆ [REDACTED] 891⑆

ENCLOSURE

DEPOSIT FOR MULTIPLE DEPOSITS

Service Agent

- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]

Get more info at [REDACTED]

Get more info at [REDACTED]

- [REDACTED]
- [REDACTED]
- [REDACTED]

[REDACTED] 3000.00

20210308 [REDACTED] +

ACCT [REDACTED] 6891+

[REDACTED]

[REDACTED]

Summons and Subpoenas Department
S4001-01F
Phoenix AZ 85038

BARRON PETROLEUM, LLC
471 STATE HIGHWAY 67
GRAHAM, TX 76450-7046

1131
37-65/1119 706

DATE 3-1-2021

PAY TO THE ORDER OF Chase Auto Finance \$ 4,000.00
Four Thousand Dollars ^{00/100} DOLLARS

FOR Acct # 12022816160808 GMC 3500

Wells Fargo Bank, N.A.
www.wellsfargo.com

⑆0000001131⑆ ⑆ [REDACTED] ⑆ [REDACTED] 6891⑆

⑆0000001131⑆

ICL Deposit to JPMorgan Chase

[REDACTED]

Special Features and Conditions

- This deposit is subject to the terms and conditions of the account.
- Funds are available for withdrawal immediately.
- The deposit is subject to the applicable laws and regulations.
- All deposits are subject to the bank's policies and procedures.
- The bank reserves the right to modify or discontinue services without notice.

Do not deposit

- Any items that are marked "void" or "no cash value for deposit only".
- Any items that are marked "not for cash" or "not for deposit".
- Any items that are marked "no cash value" or "no deposit".

ENDORSE HERE

CHECK BOX FOR MOBILE DEPOSIT

WRITE VALUE OF CHECK OR DEPOSIT IN DIGITS IN THIS BOX

[REDACTED] 4000.00
20210310 [REDACTED] +
ACCT [REDACTED] 6891+
[REDACTED]
[REDACTED]

Summons and Subpoenas Department
S4001-01F
Phoenix AZ 85038

EXHIBIT T

TRAVELERS
STROUD NATIONAL AGENCY
PO BOX 3240
RUIDOSO NM 88355

Account Bill

Account No. 7390V1230

Date of This Bill 01/25/22

TOTAL BALANCE
\$1,798.00
MINIMUM DUE
\$1,798.00

DALLAS RESOURCES INC
471 HWY 67
GRAHAM TX 76450

PAYMENT MUST BE RECEIVED BY:

FEBRUARY 14, 2022

ACCOUNT BILLING SUMMARY

POLICY	TYPE	POLICY PERIOD	MIN. DUE	BALANCE	CO
4P281304 700	Commercial Package	02/14/22-02/14/23	\$1,798.00	\$1,798.00	21
TOTAL BALANCE				\$1,798.00	

TRANSACTIONS SINCE LAST STATEMENT

Total Transactions (See Transaction Detail Section)	+1,798.00
TOTAL BALANCE	\$1,798.00

TRANSACTION DETAIL

POLICY NUMBER 4P281304 700	Commercial Package	1,798.00
02/14/22	Renewal	
TOTAL TRANSACTIONS		\$1,798.00

CONTINUED ON NEXT PAGE

Please detach the payment coupon and mail with your payment in the enclosed envelope to:
TRAVELERS CL REMITTANCE CENTER, PO BOX 660317, DALLAS, TX 75266-0317.

648842H 2022025 0170 003 0XK770

Payment Coupon Make checks payable to: TRAVELERS

STROUD NATIONAL AGENCY
DALLAS RESOURCES INC

7390V1230

Include Account Number on the check.

Change of Address?
Place an "X" here.
Print changes on reverse side.

PAYMENT MUST BE RECEIVED BY
FEBRUARY 14, 2022

TOTAL BALANCE
\$1,798.00
MINIMUM DUE
\$1,798.00
AMOUNT ENCLOSED

TRAVELERS CL REMITTANCE CENTER
PO BOX 660317
DALLAS, TX 75266-0317



9937333930223132333040393939391700017980000017980042

Customer Service Contacts

Billing Questions MONDAY to FRIDAY 8:00 AM EST - 8:00 PM EST 800-252-2268

Your Account Number: 7390V1230

Automated Inquiry: 24 hrs a day, 7days a week 800-252-2268

Policy Questions STROUD NATIONAL AGENCY 575-258-3377

Claim Questions BUSINESS INSURANCE 800-238-6225
 CONSTRUCTION 800-828-4132
 NATIONAL ACCOUNTS 800-832-7839
 BOND & FINANCIAL PRODUCTS 800-842-8496

<u>Code</u>	<u>Insuring Company</u>
21	THE CHARTER OAK FIRE INSURANCE COMPANY



SPECIAL MESSAGES

Hassle Free Payments - Call 877-307-4202 to make a quick and simple payment.
For all other customer service inquiries (other than making a payment)
please call 800-252-2268.

The minimum due and total balance do not reflect any down payment that you may have made.
If you did make a down payment, please deduct the amount of your down payment from the
minimum due and total balance.

Make payments on-line! With our on-line payment options you can make single payments or
you can schedule Automatic Recurring Payments. It's fast and easy, enroll today!
To learn more visit our website - <https://selfservice.travelers.com/business/registration>.

If you are paying with a check from a Personal Checking Account, you authorize us to
either use information from your check to make a one-time electronic funds transfer from
your account or to process the payment as a check. If you are paying with a check from a
Business Checking account, we will process the payment as a check.

Rushing, Danielle

From: Travelers Direct Bill <CLDirectBill@travelers.com>
Sent: Monday, February 28, 2022 1:07 PM
To: Rushing, Danielle
Subject: Travelers Payment Account 7390V1230

Categories: Filed to ND
FilingIndicator: -1

***** EXTERNAL *****



BUSINESS INSURANCE

Thank you for your payment!

Please see confirmation details below:

Account Name: DALLAS RESOURCES INC
Account Number: 7390V1230
Confirmation: 02285772
Payment Amount: \$1,798.00

Most payments are reflected on your Travelers billing account by the next business day. Please visit [MyTravelers](#), where you can register to view billing and policy information, and make your future bill payments simple by signing up for Automatic Recurring Payments.

This message (including any attachments) may contain confidential, proprietary, privileged and/or private information. The information is intended to be for the use of the individual or entity designated above. If you are not the intended recipient of this message, please notify the sender immediately, and delete the message and any attachments. Any disclosure, reproduction, distribution or other use of this message or any attachments by an individual or entity other than the intended recipient is prohibited.

Date of this Notice 03/01/22
Account No. 7390V1230



DALLAS RESOURCES INC
471 HWY 67
GRAHAM TX 76450

Please contact your agent
with any questions, future
policy changes and all
address changes.

STROUD NATIONAL AGENCY
(575) 258-3377

Insuring Company: THE CHARTER OAK FIRE INSURANCE COMPANY

REINSTATEMENT NOTICE

We are pleased to tell you that your policy has been reinstated.

POLICYHOLDER DALLAS RESOURCES INC	POLICY IDENTIFICATION NUMBER 4P281304 700
TYPE OF INSURANCE Commercial Package	POLICY PERIOD 02/14/22 To 02/14/23

Receipt of funds dishonored upon presentment is not a valid means of reinstatement. Reinstatement will only occur when all conditions have been met. If these conditions have not been met the reinstatement will be null and void.

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