

OIL AND GAS DIVISION ORDER

To: WISE PRODUCTION COMPANY
PO BOX 550

Property Name: MONTAGUE COUNTY...
Effective Date: 09/01/2017

BOWIE, TX 76230

The undersigned severally and not jointly certifies it is the legal owner of the interest set out below of all of the oil, gas and related liquid hydrocarbons produced from the property described below:

OPERATOR / PAYOR: WISE PRODUCTION COMPANY
Property Name: MONTAGUE COUNTY... *FARM*
County & State: MONTAGUE, TX

LEGAL DESCRIPTION:

THAT CERTAIN OIL, GAS, AND MINERAL LEASE DATED NOVEMBER 9, 1974, BETWEEN MONTAGUE COUNTY, TEXAS, AS LESSOR, AND GM & A GAS PRODUCTS PLANT, INC., AS LESSEE, RECORDED IN VOL. 651, PAGE 677 OF THE DEED RECORDS OF MONTAGUE COUNTY, TEXAS, COVERING 40 ACRES,...

OWNER / PAYEE: MONTAGUE COUNTY TEXAS
OWNER NUMBER: 13440
DIVISION OF INTEREST: 0.125000000

THIS AGREEMENT DOES NOT AMEND ANY LEASE OR OPERATING AGREEMENT BETWEEN THE INTEREST OWNERS AND THE LESSEE OR OPERATOR OR ANY OTHER CONTRACTS FOR THE PURCHASE OF OIL OR GAS.

The following provisions apply to each interest owner ("owner") who executes this agreement:

TERMS OF SALE: The undersigned will be paid in accordance with the division of interest set out above. The payor shall pay all parties at the price agreed to by the operator for oil and / or gas to be sold pursuant to this division order. Purchaser shall compute quantity and make corrections for gravity and temperature and make deductions for impurities.


PAYMENT: From the effective date, payment is to be made monthly by payor's check, based on this division of interest, for oil and/or gas proceeds received by payor during the preceding calendar month from the property listed above, less taxes required by law to be deducted and remitted by payor as purchaser. Payments of less than \$ 25.00 may be accrued before disbursement until the total amount equals \$ 25.00 or more, or until DEC. 31ST of each year, which ever comes first. On the written request of the payee, the payor shall remit payment of accumulated proceeds to the payee annually if the payor payee less than \$25.00 . On the written request of the payee, the payor shall remit payment of proceeds to the payee monthly if the payor owes the payee more than \$1.00 but less than \$25.00 . Payee agrees to refund to payor any amounts attributable to an interest or part of an interest that the payee does not own.

INDEMNITY: The owner agrees to indemnify and hold payor harmless from all liability resulting from the payments made to the owner in accordance with such division of interest, including but not limited to attorney fees or judgements in connection with any suit that affects the owner's interest to which payor is made a party.

DISPUTE; WITHHOLDING OF FUNDS: If a suit is filed that affects the interest of the owner, written notice shall be given to payor by the owner together with a copy of the complaint or petition filed. In the event of a claim or dispute that affects title to the division of interest credited herein, payor is authorized to withhold payments accruing to such interest, without interest unless otherwise required by applicable statute, until the claim or dispute is settled.

TERMINATION: Termination of this agreement is effective on the first day of the month that begins after the 30th day after the date written notice of termination is received by either party.

NOTICES: The owner agrees to notify payor in writing of any change in the division of interest, including changes of interest contingent on payment of money or expiration of time. No change of interest is binding on payor until the record copy of the instrument of change or documents satisfactorily be made effective on the first day of the month following receipt of such notice by payor. Any correspondence regarding this agreement shall be furnished to the addresses listed unless otherwise advised by either party. In addition to the legal rights provided by the terms and provisions of this division order, an owner may have certain statutory rights under the laws of this state.

WITNESS <u><i>Galeric Stout</i></u> <u><i>Baura Moon</i></u>	SIGNATURE OF INTEREST OWNER <u></u>	ADDRESS <u><i>PO. Box 475</i></u> <u><i>Montague TX</i></u> <u><i>76251</i></u>
	TAX I.D. / SOCIAL SECURITY NUMBER <u><i>75-6001078</i></u>	

FAILURE TO FURNISH YOUR SOCIAL SECURITY / TAX I.D. NUMBER WILL RESULT IN WITHHOLDING TAX IN ACCORDANCE WITH FEDERAL LAW, AND ANY TAX WITHHELD WILL NOT BE REFUNDABLE TO PAYOR.