

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

STATE OF TEXAS §
 §
 COUNTY OF WEBB §

SUBSURFACE EASEMENT

[WEBB PUBLIC SCHOOL LANDS], whose address is [] (“Grantor,” whether one or more), for and in consideration of the sum of Ten and No/100 Dollars (\$10.00), and other good and valuable consideration, in hand paid by the Grantee herein, the receipt and sufficiency of which are hereby acknowledged, have **GRANTED**, and by these presents do **GRANT**, unto Pursuit Oil & Gas, LLC, whose address is 840 Gessner Road, Suite 850, Houston, Texas 77024 (“Grantee”), a non-exclusive subsurface easement and right of way covering the subsurface of the following described lands (“Lands”):

[INSERT WEBB PUBLIC SCHOOL LANDS LEGAL]

The easement and right of way granted hereby shall be limited to the right to make reasonable use of the Lands in conjunction with Grantee’s exploration and development of the minerals underlying the following described lands and any lands pooled therewith (“Mineral Acreage”):

Oil and Gas Lease dated February 24, 2017 between La Santa Cruz Cattle Corp., as Lessor, and Pursuit Oil and Gas, LLC, as Lessee, a memorandum of which is recorded at Volume 4207, Page 721, Document No. 1292159, Webb County, TX.

The easement and right of way shall include the right of ingress and egress through and under the

Lands for the exploration, development and production of hydrocarbons from the Mineral Acreage. This easement and right of way additionally includes the right to make reasonable use of the subsurface of the Lands in conjunction with any future exploration and/or development with respect to the Mineral Acreage, including, but not limited to, any operations reasonably necessary in conjunction with the drilling or completion (or subsequent reworking, redrilling, or recompletion) of any future well with respect to the Mineral Acreage, further including, but not limited to, the right to drill directional and horizontal oil and gas wells through the subsurface of the Lands to or from locations on the Mineral Acreage and the right to place boreholes, drill pipe, drill bits, casing, tubing, testing devices, downhole equipment and accessories necessary for those purposes.

This Subsurface Easement shall remain in effect so long as Grantee (or its heirs, successors or assigns) maintains a valid oil and gas lease covering any portion of the Mineral Acreage.

If the Lands are not subject to any existing oil and gas lease, nothing in this Subsurface Easement shall prevent Grantor from leasing the Lands for oil and gas exploration and production; however, any future granting of an oil and gas lease shall be subject to this Subsurface Easement.

This Subsurface Easement does not affect the ownership of any oil, gas or hydrocarbons produced from the Mineral Estate or give Grantor any right to be paid based on that production.

Grantor's use of the Lands shall not interfere with Grantee's rights under this Subsurface Easement. In this regard, Grantor hereby covenants and agrees that no obstructions will be constructed within the Lands, in such a way that may at any time or in any manner interfere with Grantee's well(s), equipment or operations within its easement described herein, including, but not limited to, any disposal wells.

The terms set forth herein shall be covenants running with the land and shall be binding on

Grantor's and Grantee's respective heirs, executors, administrators, successors and assigns.

This instrument may be executed in multiple counterparts, and if so executed, each such counterpart hereof shall be deemed to be an original instrument, but all of such counterparts shall constitute for all purposes one agreement.

This agreement is executed as of the date of each acknowledgment below but made effective as of May 1, 2019.

SIGNATURE BLOCKS AND ACKNOWLEDGEMENTS

GRANTOR:

[WEBB PUBLIC SCHOOL LANDS]

By: _____

GRANTEE:

By: _____

THE STATE OF TEXAS §
 §
COUNTY OF WEBB §

This instrument was acknowledged before me on this the ____ day of _____, 2019 by _____.

Notary Public, State of Texas

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

This instrument was acknowledged before me this _____ day of _____, 2019,
by _____, as _____.

Notary Public, State of Texas

Draft subject to modification