



May 12, 2023

SHELLEY EPSTEIN BRAND LIFE ESTATE
16 OLD FIELD LN
MT SINAI, NY 11766

RE: Proposed Tater Tiger Co-Op Unit Agreement
Washington County, Texas

Dear Sir or Madam,

Magnolia Oil and Gas Operating LLC ("**Magnolia**") is preparing to drill and complete up to eight (8) wells targeting the Austin Chalk formation (the "**Co-Op Wells**"). The Co-Op Wells will be utilizing the Bradley Gas Unit; Five Star Ranch Unit; Hoff-Fischer Unit; Johnston Unit; Marla J. Unit; Tater Unit; Tiger Unit; Walker Gas Unit; and Wittman Unit (each individually as "**Unit**", and collectively, the "**Existing Units**") and Non-Unit Tracts as referenced in the enclosed Tater Tiger Co-Op Unit Agreement.

In support of this development, the Tater Tiger Co-Op Unit Agreement ("**Agreement**") is enclosed for your review and consideration which provides a method for sharing production from the Co-Op Wells. All owners in the Existing Units and Non-Unit Tracts will participate in royalties from the proposed Co-Op Wells. Royalty ownership in the Co-Op Wells will be calculated starting with the interest that each royalty owner currently holds in a Unit or Non-Unit Tracts. That royalty interest will then be proportionately reduced by the co-op participation factor, based on the number of acres a Unit or Non-Unit Tracts contributes to the Tater Tiger Co-Op Unit, which is indicated in the enclosed agreement.

Please note: this Agreement will not affect your share of production from wells currently producing from a Unit.

Magnolia respectfully requests your acceptance of the Agreement as proposed. To indicate your acceptance, please sign where indicated on the Agreement in the presence of a Notary Public and return in the pre-paid stamped envelope provided. **Your prompt attention to this matter is appreciated.**

Should you have any questions or concerns, please do not hesitate to call me at (713) 842-9084 or email emcmahon@mgyoil.com.

Kindest Regards,

Emily S. McMahon, CPL
Lead Development Landman

MAGNOLIA OIL & GAS

NYSE: MGY
magnoliaoilgas.com

Nine Greenway Plaza, Suite 1300
Houston, Texas 77046

TATER TIGER CO-OP UNIT AGREEMENT

STATE OF TEXAS

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COUNTY OF WASHINGTON

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Magnolia Oil & Gas Operating LLC ("**Magnolia**") is the operator of the following units:

Bradley Gas Unit as described in that certain Designation of Gas Unit, executed April 11, 2002, recorded in Volume 1030, Page 712, Official Records, Washington County, Texas (the "**Bradley Gas Unit**"); AND

Five Star Ranch Unit as described in that certain Designation of Unit, executed March 31, 2001, recorded in Volume 984, Page 899, Official Records, Washington County, Texas (the "**Five Star Ranch Unit**"); AND

Hoff-Fischer Unit as described in that certain Unit Designation – B.W.O.C. Inc., Hoff-Fischer No. 1-H, executed November 13, 2002, recorded in Volume 1053, Page 765, Official Records, Washington, Texas (the "**Hoff-Fischer Unit**"); AND

Johnston Unit #1 as described in that certain Designation of Unit – Johnston Unit #1 executed May 15, 1995, recorded in Volume 786, Page 494, Official Records, Washington County, Texas; as amended by that certain Reformation of the Johnston Unit #1, executed March 22, 2001, recorded in Volume 984, Page 116, Official Records, Washington County, Texas (the "**Johnston Unit**"); AND

Marla J. Unit No. 1 RE as described in that certain Dissolution of Unit and Designation of Unit – Marla J. Unit No. 1 RE, executed August 29, 2002, recorded in Volume 1045, Page 276, Official Records, Washington County, Texas; as amended by that certain Amendment to Dissolution of Unit and Designation of Unit – Marla J. Unit No. 1 RE, executed February 14, 2003, recorded in Volume 1065, Page 172, Official Records, Washington County, Texas; as amended by that certain Second Amendment to Dissolution of Unit and Designation of Unit – Marla J. Unit No. 1 RE, executed September 11, 2019, recorded in Volume 1692, Page 405, Official Records, Washington County, Texas (the "**Marla J. Unit**"); AND

Tater Unit as described in that certain Designation of Unit – Tater Unit effective March 1, 2023 and pending recording in the Official Records, Washington County, Texas (the "**Tater Unit**"); AND

Tiger Unit as described in that certain Designation of Unit – Tiger Unit effective February 1, 2023 and pending recording in the Official Records, Washington County, Texas (the "**Tiger Unit**"); AND

Walker Gas Unit as described in that certain Designation of Gas Unit, executed May 1, 2002, recorded in Volume 1031, Page 790 and Volume 1035, Page 659, Official Records, Washington County, Texas (the "**Walker Gas Unit**"); AND

Wittman Unit #1 as described in that certain Designation of Unit, executed June 26, 2022, recorded in Volume 1037, Page 569, Official Records, Washington County, Texas; as corrected by that certain Corrected Designation of Unit – Wittman Unit #1, executed September 25, 2002, recorded in Volume 1050, Page 062, Official Records, Washington County, Texas (the "**Wittman Unit**").

The Bradley Gas Unit; Five Star Ranch Unit; Hoff-Fischer Unit; Johnston Unit; Marla J. Unit; Tater Unit; Tiger Unit; Walker Gas Unit; and Wittman Units are sometimes referred to collectively herein as the "**Existing Units**."

Magnolia has also entered into the following Oil, Gas, and Mineral Lease (whether one or more, the "**Additional Leases**");

Paid-Up Oil, Gas, and Mineral Lease by and between Johnnie R. Storrs as Lessor, and Magnolia Oil & Gas Operating LLC as Lessee, dated October 17, 2022, the Memorandum of Paid-Up Oil, Gas, and Mineral Lease of which is recorded in Volume 1869, Page 832, Official Records, Washington County, Texas (the "**Storrs Lease**"); AND

Paid-Up Oil, Gas, and Mineral Lease by and between Joyce Pribilski, as Lessor, and Magnolia Oil & Gas Operating LLC as Lessee, dated October 17, 2022, the Memorandum of Paid-Up Oil, Gas, and Mineral Lease of which is recorded in Volume 1869, Page 834, Official Records, Washington County, Texas (the "**Pribilski Lease**"); AND

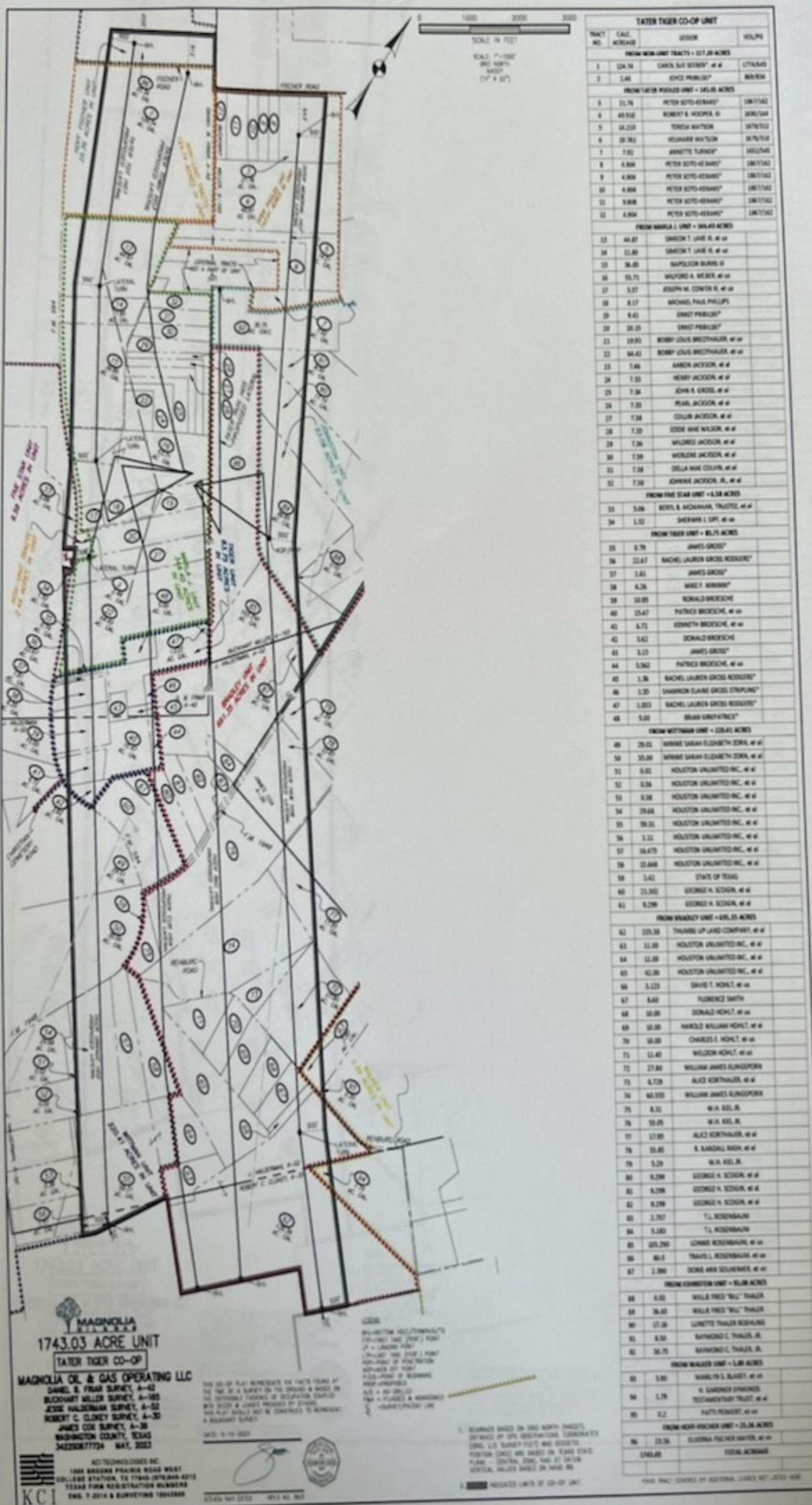
Paid-Up Oil, Gas, and Mineral Lease by and between Aubrey Jaster and wife, Beverly Jaster, as Lessor, and Magnolia Oil & Gas Operating LLC as Lessee, dated October 17, 2022, the Memorandum of Paid-Up Oil, Gas, and Mineral Lease of which is recorded in Volume 1869, Page 830, Official Records, Washington County, Texas (the "**Jaster Lease**"); AND

- based on the number of surface acres with respect to each such pooled tract bears to the total number of surface acres in the Tater Unit. The tract participation factors for the Tater Unit will not change as a result of this Agreement. In addition to allocating proceeds of production from the Tater Unit according to the tract participation factor determined by the Tater Unit's Designation of Unit, Magnolia shall also allocate production from the Co-Op Wells to each separate tract in the Tater Unit by using the same tract participation factor in the Tater Unit, such allocated production from the Co-Op Wells to be additionally proportionately reduced by the percentage of production from the Tater Tiger Co-Op Wells allocated to the Tater Unit as set forth in provision 3.A. above.
- H. As evidenced by the Designation of Unit for the Tiger Unit, Magnolia allocates production from the Tiger Unit to the separate tracts within the Tiger Unit based on a surface acreage basis, with each tract in the Tiger Unit being allocated a tract participation factor equal to such tract's proportionate share of production based on the number of surface acres with respect to each such pooled tract bears to the total number of surface acres in the Tiger Unit. The tract participation factors for the Tiger Unit will not change as a result of this Agreement. In addition to allocating proceeds of production from the Tiger Unit according to the tract participation factor determined by the Tiger Unit's Designation of Unit, Magnolia shall also allocate production from the Co-Op Wells to each separate tract in the Tiger Unit by using the same tract participation factor in the Tiger Unit, such allocated production from the Co-Op Wells to be additionally proportionately reduced by the percentage of production from the Tater Tiger Co-Op Wells allocated to the Tiger Unit as set forth in provision 3.A. above.
- I. As evidenced by the Designation of Gas Unit for the Walker Gas Unit, Magnolia allocates production from the Walker Gas Unit to the separate tracts within the Walker Gas Unit based on a surface acreage basis, with each tract in the Walker Gas Unit being allocated a tract participation factor equal to such tract's proportionate share of production based on the number of surface acres with respect to each such pooled tract bears to the total number of surface acres in the Walker Gas Unit. The tract participation factors for the Walker Gas Unit will not change as a result of this Agreement. In addition to allocating proceeds of production from the Walker Gas Unit according to the tract participation factor determined by the Walker Gas Unit's Designation of Gas Unit, Magnolia shall also allocate production from the Co-Op Wells to each separate tract in the Walker Gas Unit by using the same tract participation factor in the Walker Gas Unit, such allocated production from the Co-Op Wells to be additionally proportionately reduced by the percentage of production from the Tater Tiger Co-Op Wells allocated to the Walker Gas Unit as set forth in provision 3.A. above.
- J. As evidenced by the Designation of Unit for the Wittman Unit, Magnolia allocates production from the Wittman Unit to the separate tracts within the Wittman Unit based on a surface acreage basis, with each tract in the Wittman Unit being allocated a tract participation factor equal to such tract's proportionate share of production based on the number of surface acres with respect to each such pooled tract bears to the total number of surface acres in the Wittman Unit. The tract participation factors for the Wittman Unit will not change as a result of this Agreement. In addition to allocating proceeds of production from the Wittman Unit according to the tract participation factor determined by the Wittman Unit's Designation of Unit, Magnolia shall also allocate production from the Co-Op Wells to each separate tract in the Wittman Unit by using the same tract participation factor in the Wittman Unit, such allocated production from the Co-Op Wells to be additionally proportionately reduced by the percentage of production from the Tater Tiger Co-Op Wells allocated to the Wittman Unit as set forth in provision 3.A. above.
- K. Subject to the terms of the Additional Leases, Magnolia shall pay royalty to the undersigned Owners who are Lessors, their heirs, successors, or assigns, of the Additional Lands based on the percentage of interest in production from the Tater Tiger Co-Op Wells as set forth in provision 3.A. above allocated to such Additional Lands.
- L. Surface operations, production, drilling, completion and reworking operations on the Tater Tiger Co-Op Wells shall be treated for all purposes as if such operations are occurring on each of the Existing Units and Additional Lands.
4. The parties recognize that Magnolia's ability to accomplish the foregoing may be contingent upon Magnolia obtaining the agreement of other owners in or in the vicinity of the Tater Tiger Co-Op Unit. In the event Magnolia is unable to obtain the agreement of any owner that Magnolia deems necessary in order to accomplish the objectives of this Agreement, Magnolia may notify the undersigned in writing of that fact and this Agreement shall be rendered null and void.
5. Production from the Tater Tiger Co-Op Wells shall not create any offset obligation, whether express or implied, and this Agreement shall be deemed to constitute complete protection of the correlative rights of each of the Owners. The undersigned further agree that this Agreement affects only production from the

Tater Tiger Co-Op Wells hereunder, and in no way affects ownership in any other well currently producing in the Existing Units.

6. The provisions of the various leases, agreements, division orders, transfer orders, and pooling agreements covering or affecting the lands and leases within the Existing Units are hereby amended to the extent necessary to make such instruments and agreements conform to the provisions herein, but not otherwise.
7. Unless otherwise terminated by Magnolia, and subject to Paragraph 1. above, this Agreement shall be effective as of the date of commencement of operations on the first Tater Tiger Co-Op Well, and it shall continue in effect until the last of the Tater Tiger Co-Op Wells has been plugged and abandoned.
8. Owners of surface rights hereby grant Magnolia surface and subsurface easements and rights-of-ways (including all reasonable ingress and egress thereto and therefrom) on, in, and under the lease for the drilling, deepening, reworking, replacing, recompleting, maintenance, and operations in the search and/or production of oil and/or gas associated with the Tater Tiger Co-Op Wells, including but not limited to gathering, storing, transporting, treating, laying, maintaining and replacing of pipelines and roads, constructing and maintaining production facilities to produce, store, treat and transport said oil and/or gas.
9. The terms and provisions of this Agreement shall be binding upon and inure to the benefit of the undersigned and their respective successors, heirs and assigns. The considerations recited herein are contractual in nature and not mere recitals.
10. This instrument may be executed as one document signed by all parties, or parties may hereafter join by execution of a counterpart or ratification with the same effect as if all parties had executed one instrument. Further, to facilitate recording of this Agreement, the parties agree that the signature pages for each counterpart of this Agreement may be detached from a counterpart thereof and attached to one or more counterparts of this Agreement prior to filing same in the Washington County public records. Failure of any one person owning an interest in the Existing Units or Additional Lands to execute this instrument or a counterpart shall not in any manner affect the validity hereof as to the parties who do execute the instrument.
11. This Agreement comprises the full and complete agreement of the parties hereto and replaces and supersedes all prior communications, letters, understandings and agreements between the parties hereto, whether written or oral, express or implied, as to the express matters addressed herein.
12. THE PARTIES RECOGNIZE AND UNDERSTAND THAT THE TATER TIGER CO-OP WELLS WILL BE DRILLED INTO AND EXTEND HORIZONTALLY IN THE AUSTIN CHALK FORMATION WHICH IS THE SAME FORMATION IN WHICH THE WELLS IN THE EXISTING UNITS ARE COMPLETED. DRILLING THE TATER TIGER CO-OP WELLS MAY ADVERSELY AFFECT EXISTING PRODUCTION FROM THE EXISTING UNITS. THE OWNERS RELEASE MAGNOLIA FROM ANY CLAIMS ARISING OUT OF SUCH ADVERSE EFFECTS. THE PARTIES, BY THEIR EXECUTION OF THIS AGREEMENT, ACKNOWLEDGE THAT A WELL IN THE EXISTING UNITS MAY CEASE PRODUCING AS A RESULT OF DRILLING, COMPLETING OR PRODUCING THE TATER TIGER CO- OP WELLS.

Attached to and made a part of that certain Tater Tiger Co-Op Unit Agreement





TATER TIGER CO-OP UNIT			
TRACT NO.	ACRES	LESSOR	VOLUME
FROM NON-UNIT TRACTS - 127.28 ACRES			
1	128.76	CAROL LEE BERRY, et al	1791542
2	1.49	JOYCE PHELPS*	881824
FROM TATER POKER-UNIT - 16.96 ACRES			
3	15.76	PETER SOTO-EDWARDS*	1867162
4	49.812	ROBERT F. HODGES, II	6802548
5	14.212	TERESA WATSON	1676712
6	19.761	WILLIAM WATSON	1676712
7	7.82	MARITTE TURNER*	1612545
8	4.868	PETER SOTO-EDWARDS*	1867162
9	4.868	PETER SOTO-EDWARDS*	1867162
10	4.868	PETER SOTO-EDWARDS*	1867162
11	4.868	PETER SOTO-EDWARDS*	1867162
12	4.868	PETER SOTO-EDWARDS*	1867162
FROM MARIA L UNIT - 16.84 ACRES			
13	44.27	SHAWN T. LAKE II, et al	
14	11.81	SHAWN T. LAKE II, et al	
15	36.83	NAPOLEON BURNS II	
16	15.71	WYFORD A. WELLS, et al	
17	3.17	JOSEPH W. CONNER II, et al	
18	1.27	MICHAEL PAUL PHILLIPS	
19	8.42	ERNEST PHELPS*	
20	28.23	ERNEST PHELPS*	
21	18.81	ROBBY LOUIE BRESTHAUSER, et al	
22	64.42	ROBBY LOUIE BRESTHAUSER, et al	
23	7.46	MARION JACKSON, et al	
24	7.15	HENRY JACKSON, et al	
25	7.34	JOHN E. GROSS, et al	
26	7.10	PEARL JACKSON, et al	
27	7.18	COLIN JACKSON, et al	
28	7.25	EDDIE WAE WILSON, et al	
29	7.10	MERLENE JACKSON, et al	
30	7.18	MERLENE JACKSON, et al	
31	7.18	DELLA WAE COVILL, et al	
32	7.18	JENNIFER JACKSON, JR., et al	
FROM FIVE TEAM UNIT - 6.14 ACRES			
33	5.06	BEPII & MORGAN, TRUSTEE, et al	
34	1.12	SHERWIN L. SPY, et al	
FROM TIGER UNIT - 16.71 ACRES			
35	6.79	JAMES GROSS*	
36	22.67	BACHEL LAUREN GROSS RODGERS*	
37	1.61	JAMES GROSS*	
38	6.26	WILL F. MERRIN*	
39	16.89	RONALD BROOCHIE	
40	15.67	PATRICK BROOCHIE, et al	
41	6.72	KENNETH BROOCHIE, et al	
42	1.62	DONALD BROOCHIE	
43	5.15	JAMES GROSS*	
44	3.92	PATRICK BROOCHIE, et al	
45	1.36	BACHEL LAUREN GROSS RODGERS*	
46	1.10	SHANNON CLARE GROSS STIMPERS*	
47	1.63	BACHEL LAUREN GROSS RODGERS*	
48	5.01	BEAN KIRKPATRICK*	
FROM WHITTAM UNIT - 23.61 ACRES			
49	28.02	MIRIAM SARAH ELIZABETH JONES, et al	
50	15.08	MIRIAM SARAH ELIZABETH JONES, et al	
51	0.02	HOUSTON UNLIMITED INC., et al	
52	0.26	HOUSTON UNLIMITED INC., et al	
53	0.18	HOUSTON UNLIMITED INC., et al	
54	29.68	HOUSTON UNLIMITED INC., et al	
55	36.31	HOUSTON UNLIMITED INC., et al	
56	1.11	HOUSTON UNLIMITED INC., et al	
57	16.675	HOUSTON UNLIMITED INC., et al	
58	15.648	HOUSTON UNLIMITED INC., et al	
59	2.42	STATE OF TEXAS	
60	21.562	GEORGE A. SCOGGIN, et al	
61	9.298	GEORGE A. SCOGGIN, et al	
FROM BRANDY UNIT - 616.35 ACRES			
62	125.16	THAMES UP LAND COMPANY, et al	
63	11.08	HOUSTON UNLIMITED INC., et al	
64	11.08	HOUSTON UNLIMITED INC., et al	
65	62.48	HOUSTON UNLIMITED INC., et al	
66	3.123	DAVID T. HOLST, et al	
67	5.63	FLUENCE SMITH	
68	10.08	DONALD HOLST, et al	
69	10.08	HAROLD WILLIAM HOLST, et al	
70	10.08	CHARLES J. HOLST, et al	
71	11.40	WELDON HOLST, et al	
72	17.80	WILLIAM JAMES GUNDSPOREN	
73	6.729	ALICE KORTHHAUSER, et al	
74	60.333	WILLIAM JAMES GUNDSPOREN	
75	9.32	W. H. GILL JR.	
76	10.40	W. H. GILL JR.	
77	17.85	ALICE KORTHHAUSER, et al	
78	10.40	B. MARSHALL BAILEY, et al	
79	9.29	W. H. GILL JR.	
80	9.298	GEORGE A. SCOGGIN, et al	
81	9.298	GEORGE A. SCOGGIN, et al	
82	9.298	GEORGE A. SCOGGIN, et al	
83	2,757	T.L. ROSENBAUM	
84	5,183	T.L. ROSENBAUM	
85	105,290	CONNIE ROSENBAUM, et al	
86	86.9	THOMAS L. ROSENBAUM, et al	
87	2,080	DORIS ANN ROSENBAUM, et al	
FROM CHRISTEN UNIT - 16.84 ACRES			
88	8.02	WILLIE FRED "BILL" THALER	
89	36.43	WILLIE FRED "BILL" THALER	
90	17.38	LUNETTE THALER RODGERS	
91	0.30	RAYMOND C. THALER, JR.	
92	38.75	RAYMOND C. THALER, JR.	
FROM WILDER UNIT - 1.16 ACRES			
93	0.90	WILBERT L. BLAKEY, et al	
94	1.79	H. SANDERSON STANARDS TESTAMENTARY TRUST, et al	
95	0.2	PAULY PHELPS, et al	
FROM HOFF-PICKER UNIT - 25.16 ACRES			
96	25.16	ELIZABETH FOSCHER MATHIS, et al	
176,428	TOTAL ACRES		