

**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.**

**MINERAL AND ROYALTY DEED**

**STATE:** Texas

**COUNTIES:** Pecos

**GRANTOR:** Barbara Bowen Sue  
3999 Birch Run Rd  
Allegany, NY 14706

**GRANTEES:** Permico Royalties, LLC (an undivided 80.00%)  
508 W. Wall St., Ste. 1250  
Midland, TX 79701

Alden Oestreich (an undivided 20.00%)  
10006 W. FM 580  
Lampasas, TX 76550

**Effective Date:** December 1, 2023

For adequate consideration, the receipt and sufficiency of which are hereby acknowledged by Grantor, Grantor, named above, grants, sells, and conveys to Grantees, named above, and in the undivided fractional interest set forth for each, all of Grantor's right, title and interest in and to all of the oil, gas, and other minerals of whatever nature or kind, including but not limited to royalty interests, overriding royalty interests, unit interests, nonparticipating royalty interests and mineral interests, in, to, under, and that may be produced from or attributable to the following lands (the "Lands") in the county and state named above:

**Section 5, Block 48, Township 10 South, T&P RR Co. Survey**

By this Deed, to the extent of the interest herein conveyed, Grantees are also conveyed the right of ingress and egress at all times for the purposes of mining, drilling, exploring, operating, and developing the oil, gas, and other minerals in and under the Lands, and storing, handling, transporting, and marketing the same from the Lands.

Grantor agrees to execute such further instruments as may be reasonably requested or required to allow Grantees full use and enjoyment of the interest conveyed by this Deed and likewise agrees that Grantees herein shall have the right at any time to redeem for said Grantor by payment any mortgage, taxes, or liens on the Lands upon default in payment by Grantor, and be subrogated to the rights of the holder thereof.



This sale is made subject to any rights now existing to any lessees or assigns under any valid and subsisting oil and gas lease of record heretofore executed; it being understood and agreed that said Grantees shall have, receive and enjoy the herein granted interests in and to all bonuses, rents, royalties, and other benefits accruing due to production occurring on or after the Effective Date under the terms of said lease insofar as it covers the Lands, precisely as if Grantees herein had been at the date of the making of said lease the owner of a similar interests in and to the Lands and Grantees one of the lessors therein.

Notwithstanding, it is the specific intent of this instrument to convey to Grantees the right to receive all bonuses, rents, royalties, production payments, or monies of any nature, including those in suspense, accruing on or after the Effective Date, associated with the interests herein conveyed. It is further understood that this conveyance is also a transfer of production payments and pooled acreage benefits to the Grantees.

In addition to the foregoing, Grantor does hereby transfer, assign, and set over unto Grantees all of Grantor's interest in and to all monies, proceeds, income, and other personal properties now on hand or in the possession of any third party, bank, trustee, pipeline company, or purchaser which have accrued on or after the Effective Date to the interest of Grantor that has been herein conveyed to Grantees in the Lands.

TO HAVE AND TO HOLD the properties described above with all and singular the rights, privileges and appurtenances thereunder or anywise belonging to said Grantees herein its heirs, successors, and assigns forever, and Grantor does hereby warrant title to the properties described above unto Grantees, its successors and assigns, against all persons claiming or to claim the same or any part thereof by, through, or under Grantor, but not otherwise. Grantor hereby assigns to Grantees all rights, claims, and causes of action on title warranties given or made by Grantor's predecessors, and Grantees are specifically subrogated to all rights which Grantor may have against its predecessors, to the extent Grantor may legally transfer such rights and grant such subrogation. **This instrument is not intended, and shall not be construed, as a mere quitclaim, reference being made to the public records for a complete description of Grantor's interest.**

This Deed is signed by Grantor as of the date of acknowledgment of Grantor's signature below but is effective for all purposes as of the Effective Date stated above.

BY EXECUTING AND DELIVERING THIS INSTRUMENT YOU ARE SELLING YOUR ENTIRE MINERAL, ROYALTY AND OVERRIDING ROYALTY INTERESTS AS DESCRIBED ABOVE.

**GRANTOR:**

  
**Barbara Bowen Sue**

{Acknowledgment on Following Page}

