

**ORIGINAL**

**FILED AND RECORDED**

Document Number: 254111

Document Type: MINERAL DEED

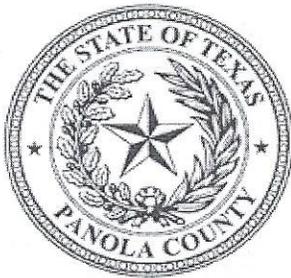
Filing and Recording Date: 10/12/23 10:45 AM

Number of Pages: 7

Grantor: BOWEN KRISTIN KENNEDY

Grantee: FRACTION ROYALTY LLC

I hereby certify that this instrument was FILED on the date and time stamped hereon and RECORDED in the OFFICIAL PUBLIC RECORDS of Panola County, Texas.



*Bobbie Davis*

\_\_\_\_\_  
Bobbie Davis, County Clerk  
Panola County, Texas

NOTICE: It is a crime to intentionally or knowingly file a fraudulent court record or instrument with the Clerk.

**DO NOT DESTROY** - This document is part of the Official Public Record.

4017080

**MINERAL & ROYALTY DEED**

**ORIGINAL**

**THE STATE OF TEXAS**

§

§

**KNOW ALL MEN BY THESE PRESENTS**

§

**COUNTY OF PANOLA**

That **KRISTIN KENNEDY BOWEN, MARGUERITE L. BOWEN, and MARSHALL T. BOWEN**, herein called "**Grantor**" (whether one or more), for Ten Dollars (\$10.00) and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, has GRANTED, SOLD, CONVEYED, ASSIGNED and DELIVERED, and by these presents does hereby GRANT, SELL, CONVEY, ASSIGN and DELIVER unto **FRACTION ROYALTY LLC, VANGUARD PARTNERS, LLC, EPJ ROYALTY PARTNERS 2020, LLC, SHALE PARTNERS LLC, C2 MINERAL MARKETING LLC, DALO INVESTMENTS LLC, AND DAYBREAK RESOURCES LLC**, (SEE EXHIBIT "A" ATTACHED FOR OWNERSHIP PERCENTAGES), herein called "**Grantee**" (whether one or more), **ALL** of Grantor's undivided interest in and to all of the oil, gas, and other minerals, including without limitation, all of the oil royalty, gas royalty, overriding royalty, royalty in casinghead gas and gasoline, that may be produced from all depths in and under any and all lands described below in the County of **PANOLA**, State of Texas, (collectively, the "**Lands**"), to wit:

**96.26 acres of land, more or less, located in the A. Lagrone Survey, A-391, Panola County, Texas, being the same land described in a Warranty Deed dated July 27, 1979 from Stephen Michael Bowen and Elizabeth Bowen Waller to Texas Utilities Generating Company, recorded in Volume 660, Page 722 of the Deed Records on Panola County, Texas.**

**31.47 acres of land, more or less, a part of the A. Duboise Survey, A-160, Panola County, Texas, and being the same land described as Tract 6 in a Pooling Declaration by Delta Drilling Company, et al to The Public, dated January 7, 1980, recorded in Volume 669, Page 492, of the Deed Records of Panola County, Texas.**

**FOR THE SAME CONSIDERATION**, Grantor also sells, assigns, transfers, and conveys to Grantee, its successors and assigns (i) each valid and subsisting oil, gas, and/or other mineral lease (the "**Lease**," whether one or more), insofar as it covers the Lands (and this conveyance is made subject to each such Lease), and (ii) all suspended funds with respect to any oil, gas, and/or other minerals produced from, or attributable to the Lands before the date of this conveyance.

**INDEMNITY:** By execution of this instrument, Grantor also authorizes and directs all persons responsible for paying and/or delivering, the royalties subject to this instrument (the "**subject royalties**") to commence paying and/or delivering the subject royalties to Grantee in accordance with this instrument. Grantor warrants and represents to each such person and to that person's heirs, successors, assigns, and legal representatives that prior to making this conveyance, Grantor was the lawful owner of the subject royalties and that Grantor has not heretofore conveyed the subject royalties to any other person.

**POWER OF ATTORNEY:** Coupled with the interest herein conveyed, Grantor does hereby irrevocably appoint and constitute C2 Mineral Marketing LLC as Grantor's Agent and Attorney-in-Fact for the limited purpose only of executing division orders, transfer orders, correction deeds or conveyances, amendments of description, including typographical errors, and all other instruments as may be necessary for this conveyance of interest. This is a Durable Power of Attorney and is not affected by the subsequent disability or incapacity of the principal.

**GRANTOR ACKNOWLEDGES AND AGREES** that Grantee has made no representation or warranty to Grantor to entice or encourage Grantor to execute this instrument and to receive consideration therefore. Grantor acknowledges that the interest herein conveyed may be worth more than the consideration received by Grantor therefore. Grantor agrees that Grantor has been given the opportunity to ask questions Grantor may desire of Grantee and that the responses thereto given by Grantee were satisfactory to Grantor. If any provision(s) of this contract shall be held to be invalid or unenforceable for any reason, the remaining provisions shall remain valid.

**PARTIES AGREEMENT TO MEDIATION AND/OR ARBITRATION:** For any dispute (defined below) arising out of or relating to this transaction, the parties first agree to participate in mediation in accordance with the commercial mediation rules of the American Arbitration Association. If mediation does not resolve the dispute, the parties agree to resolve such dispute by binding arbitration administered by the American Arbitration Association in accordance with its commercial arbitration rules and pursuant to the Federal Arbitration Act, 9 U.S.C. Sections 1-16 (and all amendments thereto, if any). The Term "disputes" shall be broadly interpreted to include, without limitation,

all claims, demands and causes of action of any nature, whether in contract or in tort, at law or in equity, or arising from or relating in any way to this transaction. The award of the arbitrator issued pursuant hereto shall be final, binding and non-appealable. The Parties hereby waive any rights to punitive or exemplary damages and the Arbitrator(s) will not have the authority to award exemplary or punitive damages to either party.

**VENUE:** Any and all claims (without limitation) arising out of Grantor's execution of this contract, shall be resolved in Dallas County, Texas.

**TO HAVE AND TO HOLD** the above-described property and rights, together with all and singular the rights and appurtenances thereto in any wise belonging, unto said Grantee, and the Grantee's heirs, successors and assigns forever, and Grantor does hereby bind itself and its heirs, successors and assigns to warrant and forever defend all and singular, the said property and rights unto the said Grantee, and Grantee's heirs, successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof by, through or under Grantor, but not otherwise.

**THIS DOCUMENT AFFECTS YOUR LEGAL RIGHTS, PLEASE READ CAREFULLY OR SEEK LEGAL COUNSEL PRIOR TO SIGNING. GRANTOR REPRESENTS AND WARRANTS THAT HE/SHE/IT HAS READ THE ENTIRE CONTRACT OR HAS HAD IT READ TO HIM/HER/IT AND UNDERSTANDS AND AGREES TO THE TERMS OF THIS CONTRACT. NOTICE PURSUANT TO SB 436, CHAPTER 5, SUBCHAPTER F, OF THE TEXAS PROPERTY CODE: "BY EXECUTING AND DELIVERING THIS INSTRUMENT, YOU ARE SELLING ALL OR A PORTION OF YOUR MINERAL OR ROYALTY INTEREST IN THE ABOVE REFERENCED PROPERTY LOCATED IN PANOLA COUNTY, TEXAS."**

**BY EXECUTING AND DELIVERING THIS INSTRUMENT (WHETHER RECORDED IN THE COUNTY/PARISH OR UNRECORDED), GRANTOR HEREBY AUTHORIZES ANY AND ALL OPERATORS AND LESSEES TO RELEASE THE FOLLOWING INFORMATION TO GRANTEE, GRANTEE'S AGENTS, HEIRS OR ASSIGNS: GRANTOR'S DECIMAL INTEREST, NET/GROSS ACRES, PAYMENT HISTORY, LEGAL DESCRIPTIONS, UNIT OWNERSHIP AND BOUNDARIES, SUSPENSE ACCOUNTS AND ALL OTHER INFORMATION REGARDING GRANTOR'S OWNERSHIP INTERESTS, WITHOUT LIMITATION, AND AS REQUESTED BY GRANTEE.**

**THIS DOCUMENT MAY BE EXECUTED IN MULTIPLE COUNTERPARTS, EACH OF WHICH WHEN EXECUTED SHALL BE DEEMED AN ORIGINAL, AND ALL SUCH COUNTERPARTS, WHEN TAKEN TOGETHER, SHALL CONSTITUTE ONE AND THE SAME INSTRUMENT FOR ALL PURPOSES.**

***SIGNATURE PAGES TO FOLLOW***

Witness the following signature(s) executed effective as of the 1<sup>st</sup> day of September 2023.

SIGNATURE: Kristin Kennedy Bowen  
KRISTIN KENNEDY BOWEN

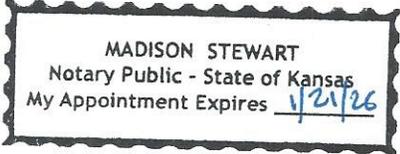
ACKNOWLEDGMENT

STATE OF Kansas §  
COUNTY OF Johnson §

This instrument was acknowledged before me on October, 3, 2023, by KRISTIN KENNEDY BOWEN.

Notary Signature Here Madison Stewart  
Notary Public, State of Kansas

(Notary seal here)



Witness the following signature(s) executed effective as of the 1<sup>st</sup> day of September 2023.

SIGNATURE: \_\_\_\_\_

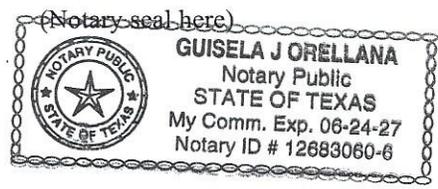
*Marguerite Bowen*  
MARGUERITE L. BOWEN

ACKNOWLEDGMENT

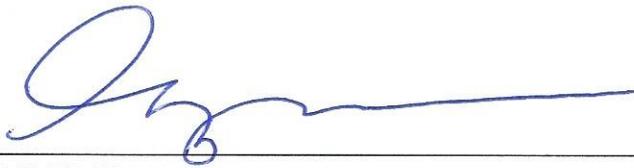
STATE OF Texas      §  
   §  
COUNTY OF Harris      §

This instrument was acknowledged before me on October 3, 2023, by MARGUERITE L. BOWEN.

Notary Signature Here *Guisele J Orellana*  
Notary Public, State of Texas



Witness the following signature(s) executed effective as of the 1<sup>st</sup> day of September 2023.

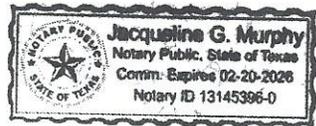
SIGNATURE:   
MARSHALL T. BOWEN

ACKNOWLEDGMENT

STATE OF Texas §  
COUNTY OF HARRIS §

This instrument was acknowledged before me on October, 3, 2023, by MARSHALL T. BOWEN.  
(Notary seal here)

Notary Signature Here Jacqueline G. Murphy  
Notary Public, State of Texas



**ATTACHED TO AND MADE A PART OF THAT CERTAIN MINERAL AND ROYALTY DEED MADE EFFECTIVE SEPTEMBER 1, 2023 BY AND BETWEEN KRISTIN KENNEDY BOWEN, MARGUERITE L. BOWEN, AND MARSHALL T. BOWEN, AS GRANTOR AND FRACTION ROYALTY LLC, ET AL AS GRANTEE.**

**EXHIBIT "A"**

<b>Fraction Royalty LLC:</b> 7600 Chevy Chase Drive, Ste. 300, Austin, TX, 78752	33.33333%
<b>Vanguard Partners, LLC:</b> 4925 Greenville Ave., Ste. 200, Dallas, TX 75206	33.33333%
<b>EPJ Royalty Properties 2020, LLC:</b> P.O. Box 50784, Midland, TX, 79710	16.66667%
<b>Shale Partners LLC:</b> 735 Lexington Avenue, Coppell, TX 75019	6.16667%
<b>C2 Mineral Marketing LLC:</b> P.O. Box 12841, Dallas, TX, 75225	6.16667%
<b>DALO Investments LLC:</b> P.O. Box 701225, San Antonio, TX, 78270	3.33333%
<b>DayBreak Resources LLC:</b> P.O. Box 820369, Dallas, TX, 75382	1.00000%
	<hr/>
	Totaling 100.00000%

**END OF EXHIBIT "A"**

**AFTER RECORDING PLEASE RETURN TO:**

**C2 Mineral Marketing LLC**  
P.O. Box 12841  
Dallas, TX 75225