

VG-139-2022-8854

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Nacogdoches County
June Clifton
Nacogdoches County Clerk

Instrument Number: 2022 - 8854

Texas Royalty Brokers

Real Property Recordings

Parties: BRADBERRY LARRY G
ETAL

Parties: 1789 MINERALS SVP I
LP ETAL

Recorded On: October 14, 2022 10:17 AM

Number of Pages: 4

" Examined and Charged as Follows: "

Total Recording: \$34.00

Texas Royalty Brokers

***** THIS PAGE IS PART OF THE INSTRUMENT *****

Any provision herein which restricts the Sale, Rental or use of the described REAL PROPERTY
because of color or race is invalid and unenforceable under federal law.

File Information:

Document Number: 2022-8854
Receipt Number: 20221014000008
Recorded Date/Time: October 14, 2022 10:17 AM
User: Jennifer A
Station: CLERK02

Record and Return To:

BLUEBONNET MINERALS LLC
PO BOX 12841

DALLAS TX 75225

Texas Royalty Brokers



STATE OF TEXAS
Nacogdoches County

I hereby certify that this Instrument was filed in the File Number sequence on the date/time
printed hereon, and was duly recorded in the Official Records of Nacogdoches County, Texas

June Clifton
Nacogdoches County Clerk
Nacogdoches County, TX

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MINERAL & ROYALTY DEED**THE STATE OF TEXAS**

§

§

KNOW ALL MEN BY THESE PRESENTS

§

COUNTY OF NACOGDOCHES

That **LARRY G. BRADBERRY** and **CARLA M. BRADBERRY**, 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 **1789 MINERALS SVP I, LP** (owning 75.00%), 26203 Monarch Meadow Court, Katy, TX, 77494, **BLUEBONNET MINERAL INVESTMENTS LLC** (owning 11.75%), P.O. Box 12841, Dallas, TX, 75225, **BOHN HOLDINGS LLC** (owning 11.75%), 735 Lexington Avenue, Coppell, TX 75019, and **DAYBREAK RESOURCES LLC** (owning 1.50%), P.O. Box 820369, Dallas, TX, 75382, 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, liquids and gasoline, that may be produced from all depths in and under any and all lands described below in the County of **NACOGDOCHES**, State of Texas, (collectively, the "**Lands**"), to wit:

See EXHIBIT "A" attached.

FOR THE SAME CONSIDERATION, Grantor also sells, assigns, transfers, and conveys to Grantee, its successors and assigns 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).

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 Bluebonnet Mineral Investments 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 NACOGDOCHES 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.

Witness the following signature(s) executed effective as of the 1st day of October 2022.

Texas Royalty Brokers

X *Larry G. Bradberry*
Print Name: LARRY G. BRADBERRY

ACKNOWLEDGMENT

STATE OF Texas §
COUNTY OF Conal §

This instrument was acknowledged before me on September, 24, 2022, by LARRY G. BRADBERRY.
(NOTARY SEAL HERE)

Notary Signature Here *Michael C Decker*
Notary Public, State of Texas



X *Carla M. Bradberry*
Print Name: CARLA M. BRADBERRY

ACKNOWLEDGMENT

STATE OF Texas §
COUNTY OF Conal §

This instrument was acknowledged before me on September, 24, 2022, by CARLA M. BRADBERRY.
(NOTARY SEAL HERE)

Notary Signature Here *Michael C Decker*
Notary Public, State of Texas

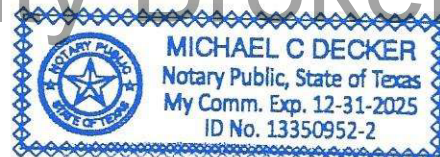


EXHIBIT "A"

THIS EXHIBIT "A" IS ATTACHED TO AND MADE A PART OF THAT CERTAIN MINERAL & ROYALTY DEED FROM LARRY G. BRADBERRY AND CARLA M. BRADBERRY, AS GRANTOR, TO 1789 MINERALS SVP I, LP, BLUEBONNET MINERAL INVESTMENTS LLC, BOHN HOLDINGS LLC, AND DAYBREAK RESOURCES LLC, AS GRANTEE.

TRACT 1: 72.96 acres or land, more or less, being a part of the J. A. Chireno Survey, A-17, Nacogdoches County, Texas, and being the same land described in that certain Warranty Deed dated August 23, 2006, from Larry G. Bradberry and wife, Carla M. Bradberry to Thomas E. Morgan and wife, Nana L. Morgan, as recorded in Volume 2499, Page 001 of the Deed Records of Nacogdoches County, Texas;

TRACT 2: 8.30 acres or land, more or less, being a part of the J. A. Chireno Survey, A-17, Nacogdoches County, Texas, and being the same land described in that certain Warranty Deed dated July 18, 2006, from Larry G. Bradberry and wife, Carla M. Bradberry to Max Mangan and wife, Sonya Morgan, as recorded in Volume 2477, Page 011 of the Deed Records of Nacogdoches County, Texas;

TRACT 3: 1.29 acres or land, more or less, being a part of the J. A. Chireno Survey, A-17, Nacogdoches County, Texas, and being the same land described in that certain Deed dated May 22, 1962, from J. O. Little and wife, Sallie Little to the State of Texas, as recorded in Volume 306, Page 280 of the Deed Records of Nacogdoches County, Texas;

TRACT 4: 0.19 acres or land, more or less, being a part of the J. A. Chireno Survey, A-17, Nacogdoches County, Texas, and being the same land described in that certain Right-of-Way Easement dated August 14, 1962, from J. O. Little and wife, Sallie Little to the State of Texas, as recorded in Volume 306, Page 149 of the Deed Records of Nacogdoches County, Texas.

End of EXHIBIT "A".

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