# TALLYN'S REACH AUTHORITY www.TallynsReachMetroDistrict.com

## **NOTICE OF SPECIAL MEETING AND AGENDA**

**DATE:** November 29, 2022

**TIME:** 5:00 p.m.

**LOCATION:** Tallyn's Reach Clubhouse

24900 E. Park Crescent Dr.

Aurora, CO 80016

AT LEAST ONE INDIVIDUAL, INCLUDING CERTAIN BOARD MEMBERS AND CONSULTANTS OF THE DISTRICTS WILL BE PHYSICALLY PRESENT AND WILL ATTEND THIS MEETING IN PERSON AT THE ABOVE-REFERENCED LOCATION. HOWEVER, CERTAIN OTHER BOARD MEMBERS AND CONSULTANTS OF THE DISTRICTS MAY ATTEND THIS MEETING VIA TELECONFERENCE, OR WEBENABLED VIDEO CONFERENCE. MEMBERS OF THE PUBLIC WHO WISH TO ATTEND THIS MEETING MAY CHOOSE TO ATTEND IN PERSON OR VIA TELECONFERENCE OR WEB-ENABLED VIDEO CONFERENCE USING THE INFORMATION BELOW.

**ACCESS:** You can attend the meeting in any of the following ways:

1. To attend via Microsoft Teams Video-conference use the below link:

https://teams.microsoft.com/l/meetup-join/19%3ameeting\_YWY2MzM1ZmQtMjhhYS00YjA1LTk5MmItZjgzNGFhYTg5 M2I5%40thread.v2/0?context=%7b%22Tid%22%3a%224aaa468e-93ba-4ee3-ab9f-6a247aa3ade0%22%2c%22Oid%22%3a%227e78628f-89cd-4e97-af6c-60df84b55ffe%22%7d

2. To attend via telephone, dial 1-720-547-5281 and enter the following additional information:

Phone Conference ID: 341 462 904#

AUTHORITY: Board of Directors	Office	Term Expires
David Patterson	President	May 2023
BJ Pell	Vice Pres. / Assistant Secretary	May 2025
Harry Yosten	Treasurer	May 2025
Mike Dell'Orfano	Assistant Secretary	May 2025
Brian Crandall	Assistant Secretary	May 2023

#### I. ADMINISTRATIVE MATTERS

A. Call to order and approval of agenda.

- B. Present disclosures of potential conflicts of interest.
- C. Confirm quorum, location of meeting and posting of meeting notices.

### II. PUBLIC COMMENT

Members of the public may express their views to the Board on matters that affect the Authority that are not otherwise on the agenda. Comments will be limited to three (3) minutes per person. Comments will be taken in the order reflected on the sign in sheet. A total of forty-five (45) minutes will be allotted to the public comment portion of this meeting.

#### III. LEGAL MATTERS

A. Discuss and consider approval of Oil and Gas Lease with Axis Exploration LLC (enclosed).

## IX. ADJOURNMENT

AUTHORITY - The next regular meeting is scheduled for March 21, 2023 at 6:00 p.m.

#### OIL AND GAS LEASE

THIS AGREEMENT, together with the attached Addendum, (together referred to as the "Lease") is made and entered into on the 11th day of November 2022, by TALLYNS REACH AUTHORITY, whose address is 2154 E Commons Ave Suite 2000, Littleton Co 80122-1880, hereinafter called Lessor, (whether one or more), and Axis Exploration LLC, whose address is 555 17th Street, Suite 3700, Denver, CO 80202, hereinafter called Lessee;

WITNESSETH, That the Lessor, for and in consideration of TEN AND MORE DOLLARS cash in hand paid, the receipt of which is hereby acknowledged, and the covenants and agreements hereinafter contained, has granted, demised, leased and let, and by these presents does grant, demise, lease and let exclusively unto the said Lessee, the land hereinafter described, with the exclusive right for the purpose of drilling, exploring by geophysical and other methods, and operating for and producing therefrom oil and all gas of whatsoever nature or kind, specifically including helium, carbon dioxide, and coalbed methane and any and all substances produced in association therewith from coal-bearing formations, dewatering of coalbed methane, using methods and techniques which are not restricted to current technology, and the exclusive right to inject air, gas, water, brine and other fluids from any source into the subsurface strata, and any and all other rights and privileges necessary, incident to, or convenient for the economical operation of said land, alone or conjointly with neighboring land, and the injection of air, gas, water, brine, and other fluids into the subsurface strata, to produce, save and take care of said products, all upon that certain tract of land situated in the County of Arapahoe, State of Colorado, described as follows, to-wit:

Township 5 South, Range 65 West of the 6<sup>th</sup> P.M. Section 30: SEE ATTACHED EXHIBIT A

Containing 72.6544 gross acres, more or less (the "Premises");

## THIS IS A NO SURFACE OCCUPANCY OIL AND GAS LEASE (see paragraph 17 below.)

In addition to the lands described above, Lessor hereby grants, leases and lets exclusively unto Lessee, to the same extent as if specifically described, lands which are owned or claimed by Lessor by one of the following reasons: (1) all lands and rights acquired or retained by avulsion, accretion, reliction or otherwise as the result of a change in the boundaries or centerline of any river or stream traversing or adjoining the lands described above; (2) all riparian lands and rights which are or may be incident, appurtenant, related or attributed to Lessor in any lake, stream or river traversing or adjoining the lands described above by virtue of Lessor's ownership of the lands described above; (3) all lands included in any road, easement or right-of-way traversing or adjoining the lands described above which are or may be incident, appurtenant, related or attributed to Lessor by virtue of Lessor's ownership of the lands described above; and (4) all strips or tracts of land not exceeding approximately one acre adjacent or contiguous to the lands described above owned or acquired by Lessor through adverse possession or other similar statutes of the state in which the lands are located.

- It is agreed that this Lease shall remain in force for a primary term of four (4) years from this date and as long thereafter as oil or gas of whatsoever nature or kind is produced from the Premises or on acreage pooled, communitized or unitized therewith, or drilling operations are continued as hereinafter provided. If, at the expiration of the primary term of this Lease, oil or gas is not being produced on the Premises or on acreage pooled, communitized or unitized therewith but Lessee is then engaged in drilling, re-working, or dewatering operations thereon, then this Lease shall continue in force so long as such operations are being continuously prosecuted on the Premises or on acreage pooled, communitized or unitized therewith; and such operations shall be considered to be continuously prosecuted if not more than one hundred twenty (120) consecutive days shall elapse between the completion or abandonment of one well and the beginning of operations for the drilling of a subsequent well. If after discovery of oil or gas on said land or on acreage pooled, communitized or unitized therewith, the production thereof should cease from any cause after the primary term, this Lease shall not terminate if Lessee commences additional drilling, or re-working operations within one hundred twenty (120) days from the date of cessation of production, or from the date of completion of a dry hole. If oil or gas shall be discovered and produced as a result of such operations at or after the expiration of the primary term of this Lease, this Lease shall continue in force so long as oil or gas is produced from the Premises or on acreage pooled, communitized or unitized therewith.
- 2. This is a PAID-UP LEASE. In consideration of the cash down payment, Lessor agrees that Lessee shall not be obligated, except as otherwise provided herein, to commence or continue any operations during the primary term. Lessee may at any time or times during or after the primary term surrender this Lease as to all or any portion of said land and as to any strata or stratum by delivering to Lessor or by filing for record a release or releases, and be relieved of all obligations thereafter accruing as to the acreage surrendered.
- 3. In consideration of the Premises, Lessee covenants and agrees:
- $1^{st}$ . To deliver to the credit of Lessor, free of cost, in the pipeline to which Lessee may connect wells on the Premises, the equal **19%** part of all oil produced and saved from the Premises.

- 2<sup>nd</sup>. To pay Lessor as royalty, on gas and the constituents thereof produced from the Premises and sold or used off the Premises or in the manufacture of products therefrom, the market value at the wellhead of 19% of the product sold or used. All royalties paid on gas sold by Lessee or used off the Premises or used in the manufacture of products therefrom will be paid after deducting from such royalty Lessor's proportionate amount of all post-production costs, including but not limited to excise, production, and severance taxes,. On product sold at the well, the royalty shall be 19% of the net proceeds realized from such sale, after deducting from such royalty Lessor's proportionate amount of all of the above post-production costs and expenses, if any.
- 3<sup>rd</sup>. In calculating royalties on production hereunder, Lessee may deduct Lessor's proportionate part of any ad valorem, production and excise taxes.
- 4. If after the primary term one or more wells on the Premises or lands pooled, communitized, or unitized therewith, are capable of producing oil or gas or other substances covered hereby, but such well or wells are either shut in or production therefrom is not being sold by Lessee, such well or wells shall nevertheless be deemed to be producing for the purpose of maintaining this Lease. If for a period of ninety (90) consecutive days such well or wells are shut in or production therefrom is not sold by Lessee, including dewatering of coalbed gas, the Lessee shall pay an aggregate shut-in royalty of five dollar per acre then covered by this Lease, such payment to be made to Lessor on or before the anniversary date of this Lease next ensuing after the expiration of the said ninety (90) day period and thereafter on or before each anniversary of date of this Lease while the well or wells are shut in or production therefrom is not being sold by Lessee; provided that if this Lease is in its primary term or otherwise being maintained by operations, or if production is being sold by Lessee from another well on the Leased Premises or lands pooled, communitized or unitized therewith, no shut-in royalty shall be due until end of the next following anniversary date of this Lease that cessation of such operation or production occurs, as the case may be. Lessee's failure to properly pay shut-in royalty shall render Lessee liable for the amount due, but shall not operate to terminate this Lease.
- 5. If said Lessor owns a less interest in the Leased Premises than the entire and undivided fee simple estate therein, then the royalties (including any shut-in royalty) herein provided for shall be paid the Lessor only in the proportion which Lessor's interest bears to the whole and undivided fee.
- 6. Lessee shall have the right to use, free of cost, gas, oil, and water produced on the Leased Premises for Lessee's operation thereon.
- The rights of Lessor and Lessee hereunder may be assigned in whole or part, by area or depth or zone and 7. the rights and obligations of the parties hereunder shall extend to their respective heirs, devisees, executors, administrators, successors and assigns. No change in ownership of Lessor's interest (by assignment or otherwise) shall have the effect of reducing the rights or enlarging the obligations of Lessee hereunder, and no change in ownership shall be binding on Lessee until sixty (60) days after Lessee has been furnished with notice from Lessor and then only with respect to payments thereafter made. No other kind of notice, whether actual or constructive, shall be binding on Lessee. No present or future division of Lessor's ownership as to different portions or parcels of the Premises shall operate to enlarge the obligations or diminish the rights of Lessee, and all Lessee's operations may be conducted without regard to any such division. In the event of death of any person entitled to shut-in royalties hereunder, Lessee may pay or tender such shut-in royalties to the credit of the decedent or the decedent's estate. If at any time two or more persons are entitled to shutin royalties hereunder, Lessee may pay or tender such shut-in royalties to such persons either jointly, or separately in proportion to the interest which each owns. If Lessee transfers a full or undivided interest in all or any portion of the Premises, the obligation to pay or tender shut-in royalties hereunder shall be divided between Lessee and transferee in proportion to the net acreage interest in this Lease then held by each. If Lessee transfers or assigns its interest hereunder in whole or in part, Lessee shall be relieved of all obligations thereafter arising with respect to the transferred interest, and failure of the transferee to satisfy such obligations with respect to the transferred interest shall not affect the rights of the Lessee with respect to any interest not so transferred. If all or any part of this Lease is assigned, no leasehold owner shall be liable for any act or omission of any other leasehold owner.
- 8. Lessee at its option is hereby given the right and power at any time and from time to time as a recurring right, either before or after production, as to all or any part of the Premises and as to anyone or more of the formations hereunder to pool, communitize or unitize the leasehold estate and the mineral estate covered by this Lease with other land, lease or leases in the immediate vicinity for the production of oil and gas, or separately for the production of either, when in Lessee's judgment it is necessary or advisable to do so, and irrespective of whether authority similar to this exists with respect to such other land, lease or leases. Likewise, units previously formed to include formations not producing oil or gas, may be reformed to exclude such non-producing formation. The forming or reforming of any unit, pooled area or communitized area shall be accomplished by Lessee executing and filing of record a declaration of such unitization, pooling or communitization or reformation, which declaration shall describe the unit, pooled area or communitized area. Any unit, pooled area, or communitized area may include land upon which a well has theretofore been completed or upon which operations for drilling have theretofore been commenced. Production, drilling, dewatering or reworking operations or a well shut in for want of a market anywhere on a unit, pooled area or communitized area which includes all or a part of this Lease shall be treated as if it were production, drilling, dewatering or reworking operations or a well shut in for want of a market under this Lease. In lieu of the royalties elsewhere herein specified, including shut-in gas royalties, Lessor shall receive on production from the unit, area or communitized area, royalties only on the portion of such production allocated to this Lease; such allocation shall be that proportion of the unit, pooled area or communitized area production that

the total number of surface acres covered by this Lease and included in the unit, pooled area, or communitized area bears to the total number of surface acres in such unit, pooled area, or communitized area. In addition to the foregoing, Lessee shall have the right to unitize, communitize, pool, or combine all or any part of the Leased Premises as to one or more of the formations hereunder with other lands in the same general area by entering into a cooperative or unit plan of development or operation approved by any governmental authority and, from time to time, with like approval, to modify, change or terminate any such plan or agreement and, in such event, the terms, conditions and provisions of this Lease shall be deemed modified to conform to the terms, conditions, and provisions of such approved cooperative or unit plan of development or operation and particularly, all drilling and development requirements of this Lease, express or implied, shall be satisfied by compliance with the drilling and development requirements of such plan or agreement, and this Lease shall not terminate or expire during the life of such plan or agreement. Lessor shall formally express Lessor's consent to any cooperative or unit plan of development or operation adopted by Lessee and approved by any governmental agency by executing the same upon request of Lessee.

- 9. Lessor hereby grants, assigns and conveys unto Lessee, its successors and assigns, a perpetual subsurface well bore easement under and through the leased premises for the placement of well bores (along routes selected by Lessee) from oil or gas wells the surface locations of which are situated on other tracts of land and which are not intended to develop the leased premises or lands pooled therewith and from which Lessor shall have no right to royalty or other benefit. Such subsurface well bore easements shall run with the land and survive any termination of this Lease.
- 10. Lessee's obligations under this Lease shall be subject to all applicable laws, rules, regulations and orders of any government authority having jurisdiction, including restrictions on the drilling and production of wells, and regulation of the price or transportation of oil, has or other substance covered hereby. This Lease shall not be terminated, in whole or in part, nor Lessee held liable in damages, for failure to comply therewith, if compliance is prevented by, or if such failure is the result of, any such law, order, rule or regulation.
- 11. When drilling, reworking, production or other operations or obligations under this Lease are prevented or delayed by laws, rules, regulations or orders, or by inability to obtain necessary permits, equipment, services material, water, electricity, fuel, access or easements, or by an act of God, strike, lockout, or other industrial disturbance, act of the public enemy, war, blockade, public riot, lightening, fire, storm, flood or other act of nature, explosion, fracking bans, governmental action, governmental delay, restraint or inaction, or by inability to obtain a satisfactory market for production in Lessee's opinion, or failure of purchasers or carriers to take or transport such production, or by any other cause, whether of the kind specifically enumerated above or otherwise, which is not reasonably within control of the Lessee, this Lease shall not terminate because of such prevention or delay and at Lessee's option, the period of such prevention or delay shall be added to the term hereof. Lessee shall not be liable for breach of any provision or implied covenants of this Lease when drilling, production, or other operations are so prevented or delayed.
- 12. No litigation shall be initiated by Lessor for damages, forfeiture or cancellation with respect to any breach or default by Lessee hereunder, for a period of at least 45 days after Lessor has given Lessee written notice fully describing the breach or default, and then only if Lessee fails to remedy the breach or default within such time period.
- 13. Lessee is hereby given the option of extending the primary term of this Lease for an additional term of two (2) years from the expiration of the original primary term. This option may be exercised in relation to all of the land covered by this Lease by Lessee, its successors or assigns, on or before the expiration of the primary term, by tendering an amount equal to 125% of the original bonus paid to Lessor, its successors or assigns.
- 14. Should any one or more of the parties hereinabove named as Lessor fail to execute this Lease, it shall nevertheless be binding upon all such parties who do execute it as Lessor. The word "Lessor," as used in this Lease shall mean any one or more or all of the parties who execute this Lease as Lessor. All the provisions of this Lease shall be binding on the heirs, successors and assigns of Lessor and Lessee.
- 15. Lessor agrees that the Lessee shall have the right at any time to redeem for Lessor, by payment, any mortgages, taxes or other liens on the above described lands, in the event of default of payment by Lessor and be subrogated to the rights of the holder thereof, and the undersigned Lessors, for themselves and their heirs, successors and assigns, hereby surrender and release all right of dower and homestead in the premises described herein, insofar as said right of dower and homestead may in any way affect the purposes for which this Lease is made, as recited herein. If Lessee redeems any such lien, Lessee may recover any amount expended out of Lessor royalties or shut-in royalties.
- 16. Notwithstanding anything herein contained, this Lease is a "No Surface Occupancy" Oil and Gas Lease. It is agreed and understood that Lessee, its successors or assigns shall not conduct any drilling or completion operations or locate any facilities on the surface of the leased lands. It is understood that the Lessee, its successors or assigns shall not be allowed any access to the surface of the leased lands without the prior written consent of Lessor. Lessee is granted the right to drill and operate directional or horizontal wells through and under said lands. Lessee shall be liable for any and all damages to the leased lands due to subsidence, collapse or settlement caused by Lessee's operations hereunder.

17. All operations conducted off the leased premises that are intended to result in the completion of, or restoration of production from, a producing interval on the leased premises or lands pooled or unitized therewith shall be considered operations conducted on the leased premises for purposes of extending and/or maintaining this lease in effect under any other paragraph or provision hereof as used herein.

IN WITNESS WHEREOF, this instrument is executed as of the date first above written.

AXIS EXPLORATION, LLC, a Delaward	e corporation
Ву:	
Name:	
As:	
STATE OF	_ ) _ ) SS: _ )
by, as Manager known to be the identical person(s) describe	ged before me this day of, 2022, of Axis Exploration, LLC, a Delaware limited liability company, to me ed herein, and who executed the within and foregoing instrument of writing uly executed the same as his / her free and voluntary act and deed for the
WITNESS my hand and	l official seal.
My Commission Expire	es:
	Signature/Notary Public:
	Name/Notary Public (print):

Notary Public in and for the State of \_\_\_\_\_

# TALLYNS REACH AUTHORITY

Ву:		
Name:	-	
As:		
STATE OF	_ )	
STATE OF	) SS: )	
by, as person(s) described herein, and who execu	dged before me this day of for Tallyn's Reach Authority, to me kn atted the within and foregoing instrument of writing a s his / her free and voluntary act and deed for the us	own to be the identical and acknowledgment to
WITNESS my hand an	d official seal.	
My Commission Expir	es:	
	Signature/Notary Public:	
	Name/Notary Public (print):	
	Notary Public in and for the State of	

# EXHIBIT A (Legal Description)

#### Addendum to Oil and Gas Lease

This Addendum is attached to and made a material part of that certain Oil and Gas Lease dated November 11, 2022 by and between TALLYN'S REACH AUTHORITY, as "Lessor" and AXIS EXPLORATION, LLC, a Delaware limited liability company, as "Lessee" (the "Lease"). The Lease is amended and/or supplemented as follows:

- 1. Lessor makes no warranties (express or implied) of title of any kind whatsoever, and Lessor shall have no obligation to Lessee to defend title or indemnify, including no obligation to repay bonus.
- 2. No division order will operate to amend any provision of this Lease.
- 3. This lease shall terminate as to all non-producing formations more than 100 feet below the deepest producing formation at the expiration of the primary term of this lease. Moreover, this lease shall terminate as to all non-producing formations more than 100 feet above the shallowest producing formation at the expiration of the primary term of this lease. However, said lease shall continue beyond primary term if Lessee is engaged in drilling or reworking operations in accord within the provisions of this lease; all of the formations under this lease shall be held by such drilling or reworking operations so long as not more than 180 days shall elapse from the completion or abandonment of one well to the commencement of the drilling of or reworking of another well; Upon failure of Lessee to maintain said continuous drilling program, this lease shall automatically terminate as to such formations not sharing in actual production.
- 4. In the case of any spacing, pooling, and/or unitization with other lands so as to form a pooled unit, the acreage outside a producing well production pool or unit shall be released at the end of the primary term, unless drilling has started on another well containing that acreage, or operations are otherwise being continuously prosecuted pursuant to the Lease.
- 5. Lessee acknowledges and agrees that the Lease may not be maintained in force for any one continuous period of time longer than two (2) years after the expiration of the primary term hereof solely by the shut-in provisions in the Lease. Annual royalty for a shut-in well from the time of shut-in shall be at the rate of \$5.00 per year per net mineral acre.
- 6. Lessee agrees to indemnify, hold harmless, and defend Lessor against any and all claims, demands, costs, liabilities, losses, or damages suffered by Lessor, including but not limited to reasonable attorney fees and litigation/arbitration expenses, asserted against or incurred by Lessor at any time or from time to time by reason of or arising out of Lessee's violation or claim of violation, of any federal, state, or local environmental, surface damage or similar statute, regulation, ordinance or common law liability arising out of Lessee's operations, or in any way arising out of operations pursuant to this lease, or resulting from any liabilities, encumbrances or burdens on the Lessee. The provisions of this paragraph shall survive the termination of this lease.
- 7. Lessee is hereby granted the right to inject fluids into strata for the purpose of recovering and producing all hydrocarbons associated with oil and gas operations. Lessee is prohibited from installing a disposal well, an injection well and/or injecting fluids into strata for disposal purposes without prior written agreement of the Lessor.
- 8. If the terms of this Addendum and the terms of the Lease conflict, the terms of this Addendum shall control.
- 9. This Lease shall be construed in accordance with the laws of the State of Colorado.
- 10. This Addendum and all of its terms and conditions shall be binding upon said Lessor and Lessee, and their respective heirs, successors and assigns. The covenants of this Lease and Addendum shall run with the leased premises.

signed by:
TALLYN'S REACH AUTHORITY
By: Name: Title:
AXIS EXPLORATION, LLC, a Delaware limited liability company
By: Name:

EHIBIT A

Attached to and made a part of that certain Oil & Gas Lease dated July 5, 2022, by and between Tallyns Reach Authority and Axis Exploration, LLC

PROJECT ID	TSHP	RGE	SEC	MINERAL OWNER(S)	SUBDIVISION	LEGAL / PARCEL ID	GROSS ACREAGE	NET MINERAL ACREAGE
364	5S	65W	30	TALLYNS REACH AUTHORITY	Tallyn's Reach Subdivision Filing No. 1	2071-30-4-02-038	0.9755	0.4877
1021	5S	65W	30		Tallyn's Reach Subdivision Filing No. 1	2071-30-4-02-040	1.1939	0.5969
1022	5S	65W	30	TALLYNS REACH AUTHORITY	Tallyn's Reach Subdivision Filing No. 4	2071-30-4-19-018	0.126	0.063
1024	5S	65W	30	TALLYNS REACH AUTHORITY	Tallyn's Reach Subdivision Filing No. 2	2071-30-4-09-023	0.0425	0.0213
1025	5S	65W	30	TALLYNS REACH AUTHORITY	Tallyn's Reach Subdivision Filing No. 2	2071-30-4-09-013	0.0706	0.0353
1026	5S	65W	30	TALLYNS REACH AUTHORITY	Tallyn's Reach Subdivision Filing No. 2	2071-30-4-07-028	0.0755	0.0378
1027	5S	65W	30	TALLYNS REACH AUTHORITY	Tallyn's Reach Subdivision Filing No. 2	2071-30-4-07-029	0.3131	0.1566
1028	5S	65W	30	TALLYNS REACH AUTHORITY	Tallyn's Reach Subdivision Filing No. 2	2071-30-4-07-030	0.3144	0.1572
1029	5S	65W	30	TALLYNS REACH AUTHORITY	Tallyn's Reach Subdivision Filing No. 2	2071-30-4-10-004	0.3921	0.196
1030	5S	65W	30	TALLYNS REACH AUTHORITY	Tallyn's Reach Subdivision Filing No. 2	2071-30-4-07-015	0.0428	0.0214
1031	5S	65W	30	TALLYNS REACH AUTHORITY	Tallyn's Reach Subdivision Filing No. 2	2071-30-4-07-005	0.1111	0.0555
1032	5S	65W	30	TALLYNS REACH AUTHORITY	Tallyn's Reach Subdivision Filing No. 2	2071-30-4-06-009	0.1286	0.0643
1033	5S	65W	30	TALLYNS REACH AUTHORITY	Tallyn's Reach Subdivision Filing No. 2	2071-30-4-06-012	0.172	0.086
1034	5S	65W	30	TALLYNS REACH AUTHORITY	Tallyn's Reach Subdivision Filing No. 2	2071-30-4-06-010	0.1878	0.0939

**EHIBIT A**Attached to and made a part of that certain Oil & Gas Lease dated July 5, 2022, by and between Tallyns Reach Authority and Axis Exploration, LLC

PROJECT ID	TSHP	RGE	SEC	MINERAL OWNER(S)	SUBDIVISION	LEGAL / PARCEL ID	GROSS ACREAGE	NET MINERAL ACREAGE
1035	5S	65W	30	TALLYNS REACH AUTHORITY	Tallyn's Reach Subdivision Filing No. 2	2071-30-4-06-011	0.2479	0.1239
1036	5S	65W	30	TALLYNS REACH AUTHORITY	Tallyn's Reach Subdivision Filing No. 4	2071-30-4-19-017	0.0078	0.0039
1037	5S	65W	30	TALLYNS REACH AUTHORITY	Tallyn's Reach Subdivision Filing No. 4	2071-30-4-16-013	0.0613	0.0306
1038	5S	65W	30	TALLYNS REACH AUTHORITY	Tallyn's Reach Subdivision Filing No. 4	2071-30-4-16-002	0.0761	0.0381
1039	5S	65W	30	TALLYNS REACH AUTHORITY	Tallyn's Reach Subdivision Filing No. 4	2071-30-4-00-006	0.1317	0.0658
1040	5S	65W	30	TALLYNS REACH AUTHORITY	Tallyn's Reach Subdivision Filing No. 4	2071-30-4-17-025	0.135	0.0675
1041	5S	65W	30	TALLYNS REACH AUTHORITY	Tallyn's Reach Subdivision Filing No. 4	2071-30-4-16-001	0.1435	0.0717
1042	5S	65W	30	TALLYNS REACH AUTHORITY	Tallyn's Reach Subdivision Filing No. 4	2071-30-4-16-011	0.1636	0.0818
1043	5S	65W	30	TALLYNS REACH AUTHORITY	Tallyn's Reach Subdivision Filing No. 4	2071-30-4-19-019	0.1823	0.0911
1044	5S	65W	30	TALLYNS REACH AUTHORITY	Tallyn's Reach Subdivision Filing No. 1	2071-30-4-02-041	0.191	0.0955
1045	5S	65W	30	TALLYNS REACH AUTHORITY	Tallyn's Reach Subdivision Filing No. 1	2071-30-4-02-039	0.211	0.1055
1051	5S	65W	30	TALLYNS REACH AUTHORITY	Tallyn's Reach North Subdivision Filing Nos. 5, 6 & 11	2071-30-2-13-045	0.0496	0.0496
1054	5S	65W	30	TALLYNS REACH AUTHORITY	Tallyn's Reach North Subdivision Filing Nos. 5, 6 & 11	2071-30-2-18-024	0.053	0.053
1055	5S	65W	30	TALLYNS REACH AUTHORITY	Tallyn's Reach Subdivision Filing No. 1	2071-30-4-03-017	0.1079	0.0539

EHIBIT A

Attached to and made a part of that certain Oil & Gas Lease dated July 5, 2022, by and between Tallyns Reach Authority and Axis Exploration, LLC

PROJECT ID	TSHP	RGE	SEC	MINERAL OWNER(S)	SUBDIVISION	LEGAL / PARCEL ID	GROSS ACREAGE	NET MINERAL ACREAGE
1059	5S	65W	30	TALLYNS REACH AUTHORITY	Tallyn's Reach Subdivision Filing No. 1	2071-30-4-03-019	0.1233	0.0617
1060	5S	65W	30	TALLYNS REACH AUTHORITY	Tallyn's Reach Subdivision Filing No. 1	2071-30-4-03-018	0.1609	0.0804
1061	<b>5</b> S	65W	30	TALLYNS REACH AUTHORITY	Tallyn's Reach North Subdivision Filing No. 5	2071-30-2-08-033	0.0991	0.0991
1062	5S	65W	30	TALLYNS REACH AUTHORITY	Tallyn's Reach North Subdivision Filing No. 5	2071-30-2-08-032	0.107	0.107
1063	5\$	65W	30	TALLYNS REACH AUTHORITY	Tallyn's Reach Subdivision Filing No. 1	2071-29-3-01-001	0.2392	0.1196
1064	5S	65W	30	TALLYNS REACH AUTHORITY	Tallyn's Reach North Subdivision Filing Nos. 5, 6 & 11	2071-30-2-17-017	0.1443	0.1443
1065	5S	65W	30	TALLYNS REACH AUTHORITY	Tallyn's Reach Subdivision Filing No. 7	2071-31-2-18-001	0.3164	0.1582
1066	<b>5</b> S	65W	30	TALLYNS REACH AUTHORITY	Tallyn's Reach Subdivision Filing No. 1	2071-30-4-01-003	0.3914	0.1957
1068	5S	65W	30	TALLYNS REACH AUTHORITY	Tallyn's Reach Subdivision Filing No. 7	2071-30-3-06-017	0.5278	0.2639
1069	5S	65W	30	TALLYNS REACH AUTHORITY	Tallyn's Reach Subdivision Filing No. 11	2071-30-3-12-023	0.737	0.3685
1070	<b>5</b> S	65W	30	TALLYNS REACH AUTHORITY	Tallyn's Reach Subdivision Filing No. 9	2071-30-4-27-008	0.7591	0.3796
1071	5\$	65W	30	TALLYNS REACH AUTHORITY	Tallyn's Reach North Subdivision Filing No. 12	2071-30-2-21-019	0.4251	0.4251
1073	5S	65W	30	TALLYNS REACH AUTHORITY	Tallyn's Reach Subdivision Filing No. 8 and Filing No. 8, Amendment 1	2071-30-2-05-007	0.4441	0.4441
1074	5S	65W	30	TALLYNS REACH AUTHORITY	Tallyn's Reach North Subdivision Filing No. 5	2071-30-2-10-063	0.469	0.469

**EHIBIT A**Attached to and made a part of that certain Oil & Gas Lease dated July 5, 2022, by and between Tallyns Reach Authority and Axis Exploration, LLC

PROJECT ID	TSHP	RGE	SEC	MINERAL OWNER(S)	SUBDIVISION	LEGAL / PARCEL ID	GROSS ACREAGE	NET MINERAL ACREAGE
1075	5S	65W	30	TALLYNS REACH AUTHORITY	Tallyn's Reach North Subdivision Filing No. 12	2071-30-2-21-018	0.5076	0.5076
1076	5S	65W	30	TALLYNS REACH AUTHORITY	Tallyn's Reach Subdivision Filing No. 1	2071-30-4-05-003	1.0853	0.5427
1077	5S	65W	30	TALLYNS REACH AUTHORITY	Tallyn's Reach Subdivision Filing No. 1	2071-30-4-03-020	1.2106	0.6053
1078	5S	65W	30	TALLYNS REACH AUTHORITY	Tallyn's Reach North Subdivision Filing No. 5	2073-25-1-58-012 Lying in Sec. 30	0.7672	0.7672
1079	5S	65W	30	TALLYNS REACH AUTHORITY	Tallyn's Reach North Subdivision Filing Nos. 5, 6 & 11	2071-30-2-13-043	0.7986	0.7986
1080	5S	65W	30	TALLYNS REACH AUTHORITY	Tallyn's Reach Subdivision Filing No. 2	2071-29-3-03-023	1.6745	0.8372
1081	5S	65W	30	TALLYNS REACH AUTHORITY	Tallyn's Reach North Subdivision Filing No. 5	2071-30-2-08-031	0.843	0.843
1083	5S	65W	30	TALLYNS REACH AUTHORITY	Tallyn's Reach North Subdivision Filing Nos. 5, 6 & 11	2071-30-2-14-044	0.8678	0.8678
1085	5S	65W	30	TALLYNS REACH AUTHORITY	Tallyn's Reach Subdivision Filing No. 1	2071-30-1-04-001	2.6587	1.3294
1086	5S	65W	30	TALLYNS REACH AUTHORITY	Tallyn's Reach North Subdivision Filing Nos. 5, 6 & 11	2071-30-2-13-042	1.5673	1.5673
1088	5S	65W	30	TALLYNS REACH AUTHORITY	Tallyn's Reach North Subdivision Filing Nos. 5, 6 & 11	2071-30-2-14-045	2.0179	2.0179
1089	5S	65W	30	TALLYNS REACH AUTHORITY	Tallyn's Reach North Subdivision Filing No. 5	2071-30-2-10-061	3.3596	3.3596
1090	5S	65W	30	TALLYNS REACH AUTHORITY	Tallyn's Reach Subdivision Filing No. 9	2071-30-4-00-008 lying in Sec. 30	7.2758	3.6379
1091	5S	65W	30	TALLYNS REACH AUTHORITY	Tallyn's Reach Subdivision Filing No. 1	2071-30-4-01-002	10.79	5.395

EHIBIT A

Attached to and made a part of that certain Oil & Gas Lease dated July 5, 2022, by and between Tallyns Reach Authority and Axis Exploration, LLC

PROJECT ID	TSHP	RGE	SEC	MINERAL OWNER(S)	SUBDIVISION	LEGAL / PARCEL ID	GROSS ACREAGE	NET MINERAL ACREAGE
1124	5S	65W	30	TALLYNS REACH AUTHORITY	Tallyn's Reach Subdivision Filing No. 2	2071-30-1-00-012	0.1918	0.0959
1126	5S	65W	30	TALLYNS REACH AUTHORITY	Tallyn's Reach Subdivision Filing No. 2	2071-30-1-03-001	0.8704	0.4352
1127	5S	65W	30	TALLYNS REACH AUTHORITY	Tallyn's Reach Subdivision Filing No. 2	2071-30-1-04-001	2.6587	1.32935
1129	5S	65W	30	TALLYNS REACH AUTHORITY	Tallyn's Reach Subdivision Filing No. 8 and Filing No. 8, Amendment 1	2071-30-2-06-001	0.4064	0.2032
1130	5S	65W	30	TALLYNS REACH AUTHORITY	Tallyn's Reach Subdivision Filing No. 8 and Filing No. 8, Amendment 1	2071-30-3-14-001	6.66	3.33
1131	5S	65W	30	TALLYNS REACH AUTHORITY	Tallyn's Reach Subdivision Filing No. 13	2071-31-1-03-011 lying in Sec. 30	1.8376	0.9188
1152	5S	65W	30	TALLYNS REACH AUTHORITY	Tallyn's Reach North Subdivision Filing No. 3	2071-30-1-21-013	0.1297	0.1297
1153	5S	65W	30	TALLYNS REACH AUTHORITY	Tallyn's Reach North Subdivision Filing No. 3	2071-30-1-18-012	0.2036	0.2036

**EHIBIT A**Attached to and made a part of that certain Oil & Gas Lease dated July 5, 2022, by and between Tallyns Reach Authority and Axis Exploration, LLC

PROJECT ID	TSHP	RGE	SEC	MINERAL OWNER(S)	SUBDIVISION	LEGAL / PARCEL ID	GROSS ACREAGE	NET MINERAL ACREAGE
1154	5S	65W	30	TALLYNS REACH AUTHORITY	Tallyn's Reach Subdivision Filing No. 7	2071-30-3-05-015	0.8672	0.4336
1155	5S	65W	30	TALLYNS REACH AUTHORITY	Tallyn's Reach North Subdivision Filing No. 3	2071-30-1-19-032	0.5166	0.5166
1156	5S	65W	30	TALLYNS REACH AUTHORITY	Tallyn's Reach North Subdivision Filing Nos. 5, 6 & 11	2071-30-2-12-054	0.8304	0.8304
1157	5S	65W	30	TALLYNS REACH AUTHORITY	Tallyn's Reach North Subdivision Filing No. 2, Amendment No. 1	2071-30-1-17-019	0.8449	0.8449
1158	5S	65W	30	TALLYNS REACH AUTHORITY	Tallyn's Reach North Subdivision Filing No. 3	2071-30-1-20-040	1.1388	1.1388
1159	5S	65W	30	TALLYNS REACH AUTHORITY	Tallyn's Reach North Subdivision Filing Nos. 5, 6 & 11	2071-30-2-12-055	1.1894	1.1894
1160	5S	65W	30	TALLYNS REACH AUTHORITY	Tallyn's Reach North Subdivision Filing No. 12	2071-30-2-20-024	1.584	1.584
1161	5S	65W	30	TALLYNS REACH AUTHORITY	Tallyn's Reach North Subdivision Filing No. 3	2071-30-1-20-039	1.7973	1.7973
1162	5S	65W	30	TALLYNS REACH AUTHORITY	Tallyn's Reach North Subdivision Filing No. 2, Amendment No. 1	2071-30-1-16-057	2.9227	2.9227
1163	5S	65W	30	TALLYNS REACH AUTHORITY	Tallyn's Reach North Subdivision Filing No.10	2071-30-1-24-050	0.0992	0.0992
1164	5S	65W	30	TALLYNS REACH AUTHORITY	Tallyn's Reach North Subdivision Filing No.10	2071-30-1-24-051	0.0715	0.0715
1166	5S	65W	30	TALLYNS REACH AUTHORITY	Tallyn's Reach North Subdivision Filing No. 2, Amendment No. 1	2071-30-1-15-025	1.3957	1.3957

**EHIBIT A**Attached to and made a part of that certain Oil & Gas Lease dated July 5, 2022, by and between Tallyns Reach Authority and Axis Exploration, LLC

PROJECT ID	TSHP	RGE	SEC	MINERAL OWNER(S)	SUBDIVISION	LEGAL / PARCEL ID	GROSS ACREAGE	NET MINERAL ACREAGE
1188	5S	65W	30	TALLYNS REACH AUTHORITY	Tallyn's Reach North Subdivision Filing No. 3	2071-30-1-18-013	0.0515	0.0515
1190	5S	65W	30	TALLYNS REACH AUTHORITY	Tallyn's Reach North Subdivision Filing No. 5	2071-30-2-09-051	0.1092	0.1092
1046	5S	65W	30	TALLYNS REACH METRO DIST #1	Tallyn's Reach North Subdivision Filing Nos. 5, 6 & 11	2071-30-2-15-001	0.0026	0.0026
							72.6544	49.03065

Axis Exploration LLC, (hereinafter Axis), will tender payment to the Lessor identified in the Paid-Up Lease ("Lease") as indicated herein by check within 30 days of Axis' receipt of the original executed Order of Payment and the original executed Lease. Payment is conditioned upon title to the property interests leased being confirmed acceptable to Axis, in its sole discretion. A title defect is a basis to render title unacceptable and shall include, but shall not be limited to, a prior unsubordinated mortgage, unreleased lease, or delinquent property taxes. Payment may be tendered by mail or any comparable method (e.g., Federal Express), and payment is deemed complete upon mailing or dispatch. Where the due date for any payment specified herein falls on a holiday, Saturday or Sunday, payment tendered (mailed or dispatched) on the next business day is timely. Lessor shall retain a copy of this Order of Payment. No default for non-payment may be claimed by Lessor during said 30-day period.

If Lessor owns more or less than the net interest defined herein, Axis may, upon immediate notice to Lessor with opportunity to respond, increase or reduce the consideration payable hereunder proportionate to the actual interest owned by Lessor, or render title unacceptable at its sole discretion.

Axis retains the right to surrender the Lease associated with the Order of Payment at any time and for any reason. If the Lease is surrendered before payment is due under this Order of Payment, the Lessor may retain any consideration paid at the time of signing the Lease, but Lessor is not entitled to any additional amount. If the Lease has not been surrendered or payment made by the specified due date, then Lessor shall notify Lessee in writing and Lessee shall have 30 days from receipt of such written notice to make payment or surrender the Lease without any liability.

Lessor acknowledges and agrees that the Lease is a valid and binding agreement, subject to the terms and conditions contained herein. Lessor represents he/she has a full understanding of the risks involved in leasing property for oil and gas development and that Lessor has read and understands the terms and provisions of the Lease and this Order of Payment. Lessor agrees this is an arm's length transaction entered into as a result of his/her own free act and will and Axis or anyone acting on its behalf has made no representations of value or exerted any duress or coercion. Lessor agrees that payment made hereunder is final and will not seek to amend or modify the payment, or seek additional consideration based upon any differing terms which Axis has or will negotiate with any other lessor/oil and gas owner. Non-acceptance by Lessor of timely payment shall not serve to void the Lease. Lessee acknowledges and agrees that the Lease shall be recorded with the associated Addendum, neither of which shall be recorded until payment issues to Lessor.

#### **Tallyns Reach Authority**

in the amount of Forty-Nine Thousand, Thirty Dollars and Sixty-Five Cents.

STATE	COU	JNTY			SURVEY/ABSTRACT		
СО	Arapahoe			N/.	N/A		
PROSPECT/PROJECT NAME				BC	NUS		
					\$127,479.69		
PARCEL ID		х	New		Renewal		
364, 1021-1024, 1025-1045, 1051, 1054-1055, 1059- 1071, 1073-1081, 1083, 1085,-1086, 1088-1091, 1124 1129,-1131, 11521164, 1166, 1188, 1190, 1046							

This payment is for Bonus Consideration for Oil & Gas Lease which covers property described as follows:

## Township 5 South, Range 65 West of the 6th P.M.

Section 30 - SEE ATTACHED EXHIBIT A

Gross Acres: 72.6544	Net Acres: 49.03065
Landowner's signature:	
TALLYNS REACH AUTHORITY	
Ву:	
Name:	
As:	

#### Forward to:

PLM, LLC 1801 California Street, Suite 2400 Denver, CO 80202

# Attached to and made a part of that certain Order of Payı

PROJECT ID	TSHP	RGE	SEC	MINERAL OWNER(S)
364	5S	65W	30	TALLYNS REACH AUTHORITY
1021	5S	65W	30	TALLYNS REACH AUTHORITY
1022	5S	65W	30	TALLYNS REACH AUTHORITY
1024	5S	65W	30	TALLYNS REACH AUTHORITY
1025	5S	65W	30	TALLYNS REACH AUTHORITY
1026	5S	65W	30	TALLYNS REACH AUTHORITY
1027	5S	65W	30	TALLYNS REACH AUTHORITY
1028	5S	65W	30	TALLYNS REACH AUTHORITY
1029	5S	65W	30	TALLYNS REACH AUTHORITY
1030	5S	65W	30	TALLYNS REACH AUTHORITY
1031	5S	65W	30	TALLYNS REACH AUTHORITY
1032	5S	65W	30	TALLYNS REACH AUTHORITY
1033	5S	65W	30	TALLYNS REACH AUTHORITY
1034	5S	65W	30	TALLYNS REACH AUTHORITY
1035	5S	65W	30	TALLYNS REACH AUTHORITY
1036	5S	65W	30	TALLYNS REACH AUTHORITY
1037	5S	65W	30	TALLYNS REACH AUTHORITY
1038	5S	65W	30	TALLYNS REACH AUTHORITY
1039	5S	65W	30	TALLYNS REACH AUTHORITY
1040	5S	65W	30	TALLYNS REACH AUTHORITY

Attached to and made a part of that certain Order of Payı

PROJECT ID	TSHP	RGE	SEC	MINERAL OWNER(S)
1041	5S	65W	30	TALLYNS REACH AUTHORITY
1042	5S	65W	30	TALLYNS REACH AUTHORITY
1043	5S	65W	30	TALLYNS REACH AUTHORITY
1044	5S	65W	30	TALLYNS REACH AUTHORITY
1045	5S	65W	30	TALLYNS REACH AUTHORITY
1051	5S	65W	30	TALLYNS REACH AUTHORITY
1054	5S	65W	30	TALLYNS REACH AUTHORITY
1055	5S	65W	30	TALLYNS REACH AUTHORITY
1059	5S	65W	30	TALLYNS REACH AUTHORITY
1060	5S	65W	30	TALLYNS REACH AUTHORITY
1061	5S	65W	30	TALLYNS REACH AUTHORITY
1062	5S	65W	30	TALLYNS REACH AUTHORITY
1063	5S	65W	30	TALLYNS REACH AUTHORITY
1064	5S	65W	30	TALLYNS REACH AUTHORITY
1065	5S	65W	30	TALLYNS REACH AUTHORITY
1066	5S	65W	30	TALLYNS REACH AUTHORITY
1068	5S	65W	30	TALLYNS REACH AUTHORITY
1069	5S	65W	30	TALLYNS REACH AUTHORITY
1070	5S	65W	30	TALLYNS REACH AUTHORITY
1071	5S	65W	30	TALLYNS REACH AUTHORITY

Attached to and made a part of that certain Order of Payı

PROJECT ID	TSHP	RGE	SEC	MINERAL OWNER(S)
1073	5S	65W	30	TALLYNS REACH AUTHORITY
1074	5S	65W	30	TALLYNS REACH AUTHORITY
1075	5S	65W	30	TALLYNS REACH AUTHORITY
1076	5S	65W	30	TALLYNS REACH AUTHORITY
1077	5S	65W	30	TALLYNS REACH AUTHORITY
1078	5S	65W	30	TALLYNS REACH AUTHORITY
1079	5S	65W	30	TALLYNS REACH AUTHORITY
1080	5S	65W	30	TALLYNS REACH AUTHORITY
1081	5S	65W	30	TALLYNS REACH AUTHORITY
1083	5S	65W	30	TALLYNS REACH AUTHORITY
1085	5S	65W	30	TALLYNS REACH AUTHORITY
1086	5S	65W	30	TALLYNS REACH AUTHORITY
1088	5S	65W	30	TALLYNS REACH AUTHORITY
1089	5S	65W	30	TALLYNS REACH AUTHORITY
1090	5S	65W	30	TALLYNS REACH AUTHORITY
1091	5S	65W	30	TALLYNS REACH AUTHORITY
1124	<b>5</b> S	65W	30	TALLYNS REACH AUTHORITY
1126	5S	65W	30	TALLYNS REACH AUTHORITY

# Attached to and made a part of that certain Order of Payı

PROJECT ID	TSHP	RGE	SEC	MINERAL OWNER(S)
1127	5S	65W	30	TALLYNS REACH AUTHORITY
1129	55	65W	30	TALLYNS REACH AUTHORITY
1130	5S	65W	30	TALLYNS REACH AUTHORITY
1131	5S	65W	30	TALLYNS REACH AUTHORITY
1152	5S	65W	30	TALLYNS REACH AUTHORITY
1153	5S	65W	30	TALLYNS REACH AUTHORITY
1154	5S	65W	30	TALLYNS REACH AUTHORITY
1155	5S	65W	30	TALLYNS REACH AUTHORITY
1156	5S	65W	30	TALLYNS REACH AUTHORITY
1157	5S	65W	30	TALLYNS REACH AUTHORITY
1158	5S	65W	30	TALLYNS REACH AUTHORITY
1159	5S	65W	30	TALLYNS REACH AUTHORITY
1160	5S	65W	30	TALLYNS REACH AUTHORITY
1161	5S	65W	30	TALLYNS REACH AUTHORITY
1162	5S	65W	30	TALLYNS REACH AUTHORITY
1163	5S	65W	30	TALLYNS REACH AUTHORITY

# Attached to and made a part of that certain Order of Payı

PROJECT ID	TSHP	RGE	SEC	MINERAL OWNER(S)
1164	<b>5</b> S	65W	30	TALLYNS REACH AUTHORITY
1166	<b>5</b> S	65W	30	TALLYNS REACH AUTHORITY
1188	5S	65W	30	TALLYNS REACH AUTHORITY
1190	5S	65W	30	TALLYNS REACH AUTHORITY
1046	5S	65W	30	TALLYNS REACH METRO DIST #1

**EHIBIT A**ment dated July 5, 2022, by and between Tallyns Reach Authority and Axis Exploration, LLC

SUBDIVISION	LEGAL / PARCEL ID	GROSS ACREAGE
Tallyn's Reach Subdivision Filing No. 1	2071-30-4-02-038	0.9755
Tallyn's Reach Subdivision Filing No. 1	2071-30-4-02-040	1.1939
Tallyn's Reach Subdivision Filing No. 4	2071-30-4-19-018	0.126
Tallyn's Reach Subdivision Filing No. 2	2071-30-4-09-023	0.0425
Tallyn's Reach Subdivision Filing No. 2	2071-30-4-09-013	0.0706
Tallyn's Reach Subdivision Filing No. 2	2071-30-4-07-028	0.0755
Tallyn's Reach Subdivision Filing No. 2	2071-30-4-07-029	0.3131
Tallyn's Reach Subdivision Filing No. 2	2071-30-4-07-030	0.3144
Tallyn's Reach Subdivision Filing No. 2	2071-30-4-10-004	0.3921
Tallyn's Reach Subdivision Filing No. 2	2071-30-4-07-015	0.0428
Tallyn's Reach Subdivision Filing No. 2	2071-30-4-07-005	0.1111
Tallyn's Reach Subdivision Filing No. 2	2071-30-4-06-009	0.1286
Tallyn's Reach Subdivision Filing No. 2	2071-30-4-06-012	0.172
Tallyn's Reach Subdivision Filing No. 2	2071-30-4-06-010	0.1878
Tallyn's Reach Subdivision Filing No. 2	2071-30-4-06-011	0.2479
Tallyn's Reach Subdivision Filing No. 4	2071-30-4-19-017	0.0078
Tallyn's Reach Subdivision Filing No. 4	2071-30-4-16-013	0.0613
Tallyn's Reach Subdivision Filing No. 4	2071-30-4-16-002	0.0761
Tallyn's Reach Subdivision Filing No. 4	2071-30-4-00-006	0.1317
Tallyn's Reach Subdivision Filing No. 4	2071-30-4-17-025	0.135

**EHIBIT A**ment dated July 5, 2022, by and between Tallyns Reach Authority and Axis Exploration, LLC

SUBDIVISION	LEGAL / PARCEL ID	GROSS ACREAGE
Tallyn's Reach Subdivision Filing No. 4	2071-30-4-16-001	0.1435
Tallyn's Reach Subdivision Filing No. 4	2071-30-4-16-011	0.1636
Tallyn's Reach Subdivision Filing No. 4	2071-30-4-19-019	0.1823
Tallyn's Reach Subdivision Filing No. 1	2071-30-4-02-041	0.191
Tallyn's Reach Subdivision Filing No. 1	2071-30-4-02-039	0.211
Tallyn's Reach North Subdivision Filing Nos. 5, 6 & 11	2071-30-2-13-045	0.0496
Tallyn's Reach North Subdivision Filing Nos. 5, 6 & 11	2071-30-2-18-024	0.053
Tallyn's Reach Subdivision Filing No. 1	2071-30-4-03-017	0.1079
Tallyn's Reach Subdivision Filing No. 1	2071-30-4-03-019	0.1233
Tallyn's Reach Subdivision Filing No. 1	2071-30-4-03-018	0.1609
Tallyn's Reach North Subdivision Filing No. 5	2071-30-2-08-033	0.0991
Tallyn's Reach North Subdivision Filing No. 5	2071-30-2-08-032	0.107
Tallyn's Reach Subdivision Filing No. 1	2071-29-3-01-001	0.2392
Tallyn's Reach North Subdivision Filing Nos. 5, 6 & 11	2071-30-2-17-017	0.1443
Tallyn's Reach Subdivision Filing No. 7	2071-31-2-18-001	0.3164
Tallyn's Reach Subdivision Filing No. 1	2071-30-4-01-003	0.3914
Tallyn's Reach Subdivision Filing No. 7	2071-30-3-06-017	0.5278
Tallyn's Reach Subdivision Filing No. 11	2071-30-3-12-023	0.737
Tallyn's Reach Subdivision Filing No. 9	2071-30-4-27-008	0.7591
Tallyn's Reach North Subdivision Filing No. 12	2071-30-2-21-019	0.4251

**EHIBIT A**ment dated July 5, 2022, by and between Tallyns Reach Authority and Axis Exploration, LLC

SUBDIVISION	LEGAL / PARCEL ID	GROSS ACREAGE
Tallyn's Reach Subdivision Filing No. 8 and Filing No. 8, Amendment 1	2071-30-2-05-007	0.4441
Tallyn's Reach North Subdivision Filing No. 5	2071-30-2-10-063	0.469
Tallyn's Reach North Subdivision Filing No. 12	2071-30-2-21-018	0.5076
Tallyn's Reach Subdivision Filing No. 1	2071-30-4-05-003	1.0853
Tallyn's Reach Subdivision Filing No. 1	2071-30-4-03-020	1.2106
Tallyn's Reach North Subdivision Filing No. 5	2073-25-1-58-012 Lying in Sec. 30	0.7672
Tallyn's Reach North Subdivision Filing Nos. 5, 6 & 11	2071-30-2-13-043	0.7986
Tallyn's Reach Subdivision Filing No. 2	2071-29-3-03-023	1.6745
Tallyn's Reach North Subdivision Filing No. 5	2071-30-2-08-031	0.843
Tallyn's Reach North Subdivision Filing Nos. 5, 6 & 11	2071-30-2-14-044	0.8678
Tallyn's Reach Subdivision Filing No. 1	2071-30-1-04-001	2.6587
Tallyn's Reach North Subdivision Filing Nos. 5, 6 & 11	2071-30-2-13-042	1.5673
Tallyn's Reach North Subdivision Filing Nos. 5, 6 & 11	2071-30-2-14-045	2.0179
Tallyn's Reach North Subdivision Filing No. 5	2071-30-2-10-061	3.3596
Tallyn's Reach Subdivision Filing No. 9	2071-30-4-00-008 lying in Sec. 30	7.2758
Tallyn's Reach Subdivision Filing No. 1	2071-30-4-01-002	10.79
Tallyn's Reach Subdivision Filing No. 2	2071-30-1-00-012	0.1918
Tallyn's Reach Subdivision Filing No. 2	2071-30-1-03-001	0.8704

EHIBIT A ment dated July 5, 2022, by and between Tallyns Reach Authority and Axis Exploration, LLC

SUBDIVISION	LEGAL / PARCEL ID	GROSS ACREAGE
Tallyn's Reach Subdivision Filing No. 2	2071-30-1-04-001	2.6587
Tallyn's Reach Subdivision Filing No. 8 and Filing No. 8, Amendment 1	2071-30-2-06-001	0.4064
Tallyn's Reach Subdivision Filing No. 8 and Filing No. 8, Amendment 1	2071-30-3-14-001	6.66
Tallyn's Reach Subdivision Filing No. 13	2071-31-1-03-011 lying in Sec. 30	1.8376
Tallyn's Reach North Subdivision Filing No. 3	2071-30-1-21-013	0.1297
Tallyn's Reach North Subdivision Filing No. 3	2071-30-1-18-012	0.2036
Tallyn's Reach Subdivision Filing No. 7	2071-30-3-05-015	0.8672
Tallyn's Reach North Subdivision Filing No. 3	2071-30-1-19-032	0.5166
Tallyn's Reach North Subdivision Filing Nos. 5, 6 & 11	2071-30-2-12-054	0.8304
Tallyn's Reach North Subdivision Filing No. 2, Amendment No. 1	2071-30-1-17-019	0.8449
Tallyn's Reach North Subdivision Filing No. 3	2071-30-1-20-040	1.1388
Tallyn's Reach North Subdivision Filing Nos. 5, 6 & 11	2071-30-2-12-055	1.1894
Tallyn's Reach North Subdivision Filing No. 12	2071-30-2-20-024	1.584
Tallyn's Reach North Subdivision Filing No. 3	2071-30-1-20-039	1.7973
Tallyn's Reach North Subdivision Filing No. 2, Amendment No. 1	2071-30-1-16-057	2.9227
Tallyn's Reach North Subdivision Filing No.10	2071-30-1-24-050	0.0992

**EHIBIT A**ment dated July 5, 2022, by and between Tallyns Reach Authority and Axis Exploration, LLC

SUBDIVISION	LEGAL / PARCEL ID	GROSS ACREAGE
Tallyn's Reach North Subdivision Filing No.10	2071-30-1-24-051	0.0715
Tallyn's Reach North Subdivision Filing No. 2, Amendment No. 1	2071-30-1-15-025	1.3957
Tallyn's Reach North Subdivision Filing No. 3	2071-30-1-18-013	0.0515
Tallyn's Reach North Subdivision Filing No. 5	2071-30-2-09-051	0.1092
Tallyn's Reach North Subdivision Filing Nos. 5, 6 & 11	2071-30-2-15-001	0.0026
		72.6544

NET MINERAL ACREAGE
0.4877
0.5969
0.063
0.0213
0.0353
0.0378
0.1566
0.1572
0.196
0.0214
0.0555
0.0643
0.086
0.0939
0.1239
0.0039
0.0306
0.0381
0.0658
0.0675

NET MINERAL ACREAGE
0.0717
0.0818
0.0911
0.0955
0.1055
0.0496
0.053
0.0539
0.0617
0.0804
0.0991
0.107
0.1196
0.1443
0.1582
0.1957
0.2639
0.3685
0.3796
0.4251

NET MINERAL ACREAGE
0.4441
0.469
0.5076
0.5427
0.6053
0.7672
0.7986
0.8372
0.843
0.8678
1.3294
1.5673
2.0179
3.3596
3.6379
5.395
0.0959
0.4352

NET MINERAL ACREAGE
1.32935
0.2032
3.33
0.9188
0.1297
0.2036
0.4336
0.5166
0.8304
0.8449
1.1388
1.1894
1.584
1.7973
2.9227
0.0992

NET MINERAL ACREAGE
0.0715
1.3957
0.0515
0.1092
0.0026
49.03065

\$ 49,030.65 BONUS



## **Request for Taxpayer Identification Number and Certification**

▶ Go to www.irs.gov/FormW9 for instructions and the latest information.

Give Form to the requester. Do not send to the IRS.

	1 Name (as snown on your income tax return). Name is required on this line; do not leave this line blank.	
	2 Business name/disregarded entity name, if different from above	
Print or type. See Specific Instructions on page 3.	following seven boxes.  ☐ Individual/sole proprietor or ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate single-member LLC  ☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶  Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):  Exempt payee code (if any)  Exemption from FATCA reporting code (if any)  (Applies to accounts maintained outside the U.S.) and address (optional)
Se	6 City, state, and ZIP code	
	7 List account number(s) here (optional)	
Pa	Taxpayer Identification Number (TIN)	
back resid	up withholding. For individuals, this is generally your social security number (SSN). However, for a cent alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other ces, it is your employer identification number (EIN). If you do not have a number, see <i>How to get a</i>	urity number
	Elf the account is in more than one name, see the instructions for line 1. Also see What Name and per To Give the Requester for guidelines on whose number to enter.	dentification number
Pai	t II Certification	
Jnde	r penalties of perjury, I certify that:	
2. I a Se	e number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issument not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been not revice (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) to longer subject to backup withholding; and	tified by the Internal Revenue

- no longer subject to backup withholding; and
- 3. I am a U.S. citizen or other U.S. person (defined below); and
- 4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid,

acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.				
Sign Here	Signature of U.S. person ▶	Date <b>▶</b>		

# **General Instructions**

Section references are to the Internal Revenue Code unless otherwise

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

### **Purpose of Form**

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN). individual taxpaver identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

• Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding,