CAUSE NO. DC-26-87513

DOUBLE T RANCH, LLC,	§	**IN THE 491st DISTRICT COURT**
	§	
***Plaintiff*,**	§	
	§	**OF**
v.	§	
	§	
TEXXON OIL, CO.,	§	**BLACKACRE COUNTY, LONE STAR**
	§	
***Defendant*.**	§	

FALL 2026 ADVANCED MOCK TRIAL

Texas Tech School of Law Board of Barristers



Prepared by:

Lettie Morris, *Vice Chair of Trial Advocacy*

Patrick Chippendale, *Director of Trial Advocacy*

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PLAINTIFF'S ORIGINAL PETITION

TO THE HONORABLE JUDGE GRANT MCCLURE:

COMES NOW, DOUBLE T RANCH, LLC, Plaintiff herein, and files this Original Petition complaining of TEXXON OIL, CO., Defendant herein, and for cause of action would respectfully show unto this Honorable Court and Jury as follows:

PARTIES

1. Plaintiff DOUBLE T RANCH, LLC (hereinafter "Plaintiff") is a limited liability company headquartered in Blackacre County, Lone Star and organized under the laws of the State of Lone Star.

2. Defendant TEXXON OIL, CO. (hereinafter "Defendant") is a corporation incorporated under the laws of the State of Lone Star and may be served with process by serving Defendant's registered agent at 123 Main Street, Worth Fort, Lone Star 76217.

VENUE AND JURISDICTION

3. Venue is proper in Blackacre County, Lone Star Pursuant to § 15.002 of the Lone Star Civil Practice and Remedies Code as all or a substantial part of the events or omissions giving rise to the claim occurred in Blackacre County, Lone Star.

4. Jurisdiction is proper because the amount in controversy exceeds the minimum jurisdictional limits of this Court. This Court has personal jurisdiction over all parties as set out in paragraph 1.

FACTS

5. Plaintiff is a limited liability company operating in the business of exotic hunting. Plaintiff hosts customers on the Double T Ranch for private hunting excursions, targeting exotic and genetically superior game. Double T Ranch began its exotic hunting business in 1995 after decades of successful cattle ranching.

6. On or about August 14, 2025, Defendant notified Plaintiff of its elaborate and devastating multi-well drill plan. Defendant has begun preliminary operations for the construction of its multi-well drill plan.

7. Not surprisingly, Defendant was unconcerned with the devastating impact that its drill plan would have on Plaintiff's land, the residing animals, and perhaps most importantly, Plaintiff's highly lucrative business operations.

8. Consequently, Defendants actions violate the Accommodation Doctrine and as a result, Plaintiff will be unable to continue to conduct its business operations if Defendant is permitted to execute its multi-well drill plan.

VIOLATION OF THE ACCOMMODATION DOCTRINE

9. Plaintiff has an existing use of the surface as the surface owner in the execution of its business operations.

10. Defendant's proposed multi-well drill plan completely precludes or substantially impairs Plaintiff's use of the surface.

11. Defendant has a reasonable alternative to its multi-well drill plan on the surface.

12. Plaintiff has no alternative to conduct its business operations.

REQUEST FOR RELIEF

13. Plaintiff requests a Temporary Restraining Order and Temporary Injunction to restrain Defendant from constructing any permanent structures in accordance with its multi-well drill plan or conduct any activity that impede Plaintiff's business operations.

14. Plaintiff requests an Injunction permanently barring Defendant from executing its multi-well drill plan or any further operations that will impede Plaintiff's business operations.

15. If Defendant is allowed to continue construction, Plaintiff will suffer immediate, irreparable harm for which there is no adequate remedy at law, including the destruction of its hunting operations and uncompensated damage to real property.

PRAYER

WHEREFORE, PREMISES CONSIDERED, Plaintiff DOUBLE T RANCH, LLC prays that Defendant TEXXON OIL, CO. be cited to appear and answer herein and, upon final hearing of this cause, Plaintiff have judgment against Defendant, and that this Court grant a Temporary Restraining Order and Injunction restraining Defendant from continuing construction and operation impeding Plaintiff's operations, a Permanent Injunction barring Defendant from

executing its multi-well drill plan, and for such other and further relief, both general and special, at equity and in law, to which Plaintiff may show itself justly entitled.

Respectfully submitted,

MORRIS & YANEZ-TORRES, LLP

/s/ *Lettie Morris*

Lettie Morris
SBN: 12435687
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ATTORNEYS FOR PLAINTIFF

CAUSE NO. DC-26-87513

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DEFENDANT'S ORIGINAL ANSWER

COMES NOW, Defendant TEXXON OIL, CO. and filed its Original Answer and in support thereof would show as follows:

GENERAL DENIAL

1. Defendant generally denies all of the material allegations contained in Plaintiff's active Petition including any supplements or amendment thereto and demands strict proof thereof as permitted by Rule 92 of the Lone Star Rules of Civil Procedure.

REQUEST FOR RELIEF

Defendant TEXXON OIL, CO. requests that judgment be entered in its favor denying Plaintiff any relief, and awarding Defendant any such other and further relief, general or special, at law or in equity, to which it may be justly entitled.

Respectfully submitted,

CHIPPENDALE & DURHAM, LLP

/s/ *Patrick Chippendale*

Patrick Chippendale
SBN: 12345678
Joel Durham
SBN: 87654321
2121 Commerce Street, Suite 2500
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ATTORNEYS FOR DEFENDANT

CAUSE NO. DC-26-87513

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PRETRIAL ORDER

GENERAL

1. In a prior hearing, the Honorable Judge Grant McClure granted Plaintiff's request for Temporary Restraining Order and Injunction pending the outcome of this trial. This trial concerns whether Plaintiff is entitled to the **Permanent** Injunction barring the Defendant's execution of its multi-well drill plan.
2. This is not a bifurcated trial. If Plaintiff succeeds on its claim, Defendant will be permanently barred from executing its current drill plan and will be required to redesign its plan in a manner that does not violate the accommodation doctrine.
3. Plaintiff will call Ben Fonville and Jaden Hamilton. Defendant will call Dylan Potts and Charlie Cole. All witnesses are gender neutral.
4. The parties have agreed to the Jury Instructions, which may not be amended at trial, and which will be constructively read to the jury after closing arguments are made.
5. If asked, witnesses must admit that their prior testimony and expert reports are complete statements of everything they know about the case. In response to an impeachment, a witness may not say, "I wasn't asked that in my prior testimony" or the equivalent.
6. Witnesses may testify to necessary inferences drawn from the case material on nonmaterial facts. Teams must confine their presentations to the facts given in the fact pattern, any matters judicially noticeable under the Federal Rule of Evidence 201, and those inferences that are absolutely necessary, inescapable, and inevitable. An inference is said to be necessary if another and a different inference cannot be reasonably drawn from the facts

stated. A necessary inference is NOT any fact that you might wish to be true, nor is it a factual inference that is merely possible or consistent with facts in the fact pattern. For example, if a witness is a police officer, it is a necessary inference that the officer went to and graduated from the police academy. However, it is not a necessary inference that the officer received any specialized training, like training in accident reconstruction. Outside of necessary inferences, if the problem is silent on a specific fact, the fact does not exist.

EVIDENTIARY RULINGS

7. The only exhibits parties may offer into evidence and the only items to which "best evidence" objections may be made are those on this Joint Exhibit List:

1. Double T Ranch Photo	6. Gilbreath Lease	10. Double T Ranch Financial Report
2. Kudu Photo	7. Texxon Letter	11. Fonville Criminal Record
3. Kudu Pack Photo	8. Texxon Drill Plan	12. Letter to Texxon
4. Kudu Sedation Report	9. Texxon Drill Plan Surface Impact	13. Lone Star Times Article
5. Gilbreath Deed		

8. All exhibits contained in the case file are true, accurate, and authentic copies of the original documents.

9. Because witnesses cannot be recalled, parties may not object to cross-examination as outside the scope of direct examination.

10. The Federal Rules of Evidence are the only applicable rules of evidence.

11. The notice requirements under the Federal Rules of Evidence have been satisfied. Any argument or objection that notice was not given under any Rule will not be entertained.

12. Exhibits 1, 2, 3, and 4 are admissible without objection.

13. Either party may read any stipulation into the record and to the jury. Stipulations may not be constructively read and will count towards the teams time used.

14. Time spent playing or reading an exhibit or stipulation, or portions of an exhibit or stipulation, to the jury shall be deducted from that party's time allocation. Playing or reading may not be constructive.

STIPULATIONS

15. The parties agree these stipulations are true and may be read to the jury:

    a. The Parties agree Texxon Oil, Co. and its employees or agents have legal authority to enter Double T Ranch, LLC's property and need not any permission to enter.

    b. The validity of Exhibits 5 and 6 are agreed to by the Parties and no dispute over mineral ownership exists.

c. The Parties recognize and agree that, under Lone Star law, the mineral estate is the dominant estate. The surface estate is servient to the mineral estate. Thus, the mineral lessee (Texxon Oil, Co.) is allowed to use as much of the surface as is reasonably necessary to recover the oil and gas beneath the surface despite any objection by the surface owner (Double T Ranch). Both parties further recognize that, although Texxon has dominant rights to reasonable use of the surface, this right does not constitute a defense to violation of the accommodation doctrine.

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JURY INSTRUCTIONS

MEMBERS OF THE JURY:

After the closing arguments, you will go to the jury room to decide the case, answer the questions that are attached, and reach a verdict. You may discuss the case with other jurors only when you are all together in the jury room.

Remember my previous instructions: Do not discuss the case with anyone else, either in person or by any other means. Do not do any independent investigation about the case or conduct any research. Do not look up any words in dictionaries or on the internet. Do not post information about the case on the internet. Do not share any special knowledge or experiences with the other jurors. Do not use your phone or any other electronic device during your deliberations for any reason.

Here are the instructions for answering the question(s):

1. Do not let bias prejudice, or sympathy play any part in your decision or your evaluation of the evidence admitted or testimony heard in this case. As we discussed in jury selection, everyone, including me, has feelings, assumptions, perceptions, fears, and stereotypes that we may not be aware of but that can affect what we see and hear, how we remember what we see and hear, and how we make decisions. Because you are making important decisions as the jurors in this case, you must evaluate the evidence carefully, and you must not jump to conclusions based on personal likes or dislikes, generalizations, gut feelings, prejudices, sympathies, stereotypes, or biases. Our system of justice is counting on you to render a just verdict based on the evidence, and the evidence alone.

2. Base your answers only on the evidence admitted in court and on the law that is in these instructions and questions. Do not consider or discuss any evidence that was not admitted in the courtroom.

3. You are to make up your own minds about the facts. You are the sole judges of the credibility of the witnesses and the weight to give their testimony. But on matters of law, you must follow all of my instructions.

4. If my instructions use a word in a way that is different from its ordinary meaning, use the meaning I give you, which will be a proper legal definition.

5. All the questions and answers are important. No one should say that any question or answer is not important.

6. Answer "yes" or "no" to all questions unless you are told otherwise. A "yes" answer must be based on a preponderance of the evidence. If you do not find that a preponderance of the evidence supports a "yes" answer, then "answer "no."

A fact may be established by direct or by circumstantial evidence or both. A fact is established by direct evidence when proved by documentary evidence or by witnesses who saw the act done or heard the words spoken. A fact is established by circumstantial evidence when it may be fairly and reasonably inferred from other facts proved.

7. Answer each question carefully without considering who will win. Do not discuss or consider the effect your answers will have.

8. Do not answer questions by drawing sticks or by any method of chance.

As I have said before, if you do not follow these instructions, you will be guilty of juror misconduct, and I may have to order a new trial and start this process over again. This would waste your time and the parties' money and would require the taxpayers of this county to pay for another trial. If a juror breaks any of these rules, tell that person to stop and report it to me immediately.

LEGAL DEFINITIONS

Preponderance of the Evidence. The greater weight of credible evidence presented in this case. A preponderance of the evidence is not measured by the number of witnesses or by the number of documents admitted in evidence. For a fact to be proved by a preponderance of the evidence, you must find that the fact is more likely true than not true.

Plaintiff's Alternative to Existing Use of the Surface. The alternative of the plaintiff-surface owner can qualify as a legally viable alternative even if it would be inconvenient or less economically beneficial. However, an alternative resulting in extreme economic loss may not be a valid alternative.

QUESTION NO. 1

Did Defendant, TEXXON OIL, CO., fail to accommodate Plaintiff's, DOUBLE T RANCH, LLC, existing use of the surface of the land in question?

Defendant failed to accommodate an existing use of the surface if:

1. Plaintiff had an existing use of the surface;

2. Defendant's use of the surface completely precluded or substantially impaired Plaintiff's existing use;

3. there were reasonable alternative methods available to Defendant on the land under the lease in question that would have allowed recovery of the minerals; and

4. Plaintiff has no alternative to continue Plaintiff's existing use of the surface.

Answer "Yes" or "No."

Answer: _____

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ORAL DEPOSITION OF

BEN FONVILLE

JUNE 1, 2026

ORAL DEPOSITION of BEN FONVILLE, and duly sworn, was taken in the above-styled and numbered cause on June 1, 2026 from 10:01 am to 12:20 pm, before Rachel Behnke in and for the state of Lone Star recorded by machine shorthand at the offices of Morris & Yanez-Torres, LLP, 2100 Commerce Street, Suite 2100, Worth Fort, Lone Star 76217, pursuant to the Lone Star Rules of Civil Procedure and the provisions stated on the record or attached thereto, that the deposition shall be read and signed before any notary public.

A P P E A R A N C E S

FOR PLAINTIFF:

Ms. Francesca Yanez-Torres
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Worth Fort, Lone Star 76217

FOR DEFENDANT:

Mr. Joel Durham
Chippendale & Durham, LLP
2121 Commerce Street, Suite 2500
Worth Fort, Lone Star 76217

(Witness sworn)

DEFENSE EXAMINATION

EXAMINATION BY MR. DURHAM:

Q. Good morning. Please state your name for the record?

A. Ben Fonville.

Q. What is your connection to this case?

A. I am the owner, president, and founder of the widely known and beloved Double T Ranch, LLC.

Q. What is Double T Ranch?

A. Double T Ranch is the continuation and legacy of Double T Cattle, Co. You see, back in the frontier days, my family was one of the first five hundred families Stephen F. Austin brought into the great state of Lone Star under the original Mexican land grants. That was all the way back in about the 1820s, I believe. We settled this same 640 acres and have worked it ever since.

Q. So what's different between Double T Ranch and Double T Cattle?

A. Double T Cattle, well, it's kind of in the name. My ancestors were in the cattle ranching business. But you know how beef is. Nowadays, meat packers and processers are able to jack up their margins to make a large profit, but all it does is force ranchers right on out of business. It's sickening. If I believed our government could do one thing right, I'd say they'd need to put a stop to it!

Q. What does Double T Ranch do now if you're no longer in the beef business?

A. We're still ranchers, in a sense. Except we've had to tweak our operations a bit. Back in 1995, I decided it was time to be done with cattle. I then dissolved Double T Cattle and transferred assets to Double T Ranch. Now, instead of cattle, we operate an exotic game ranch.

Q. Explain what an exotic game ranch is?

A. An exotic game ranch is a large, privately owned property dedicated to breeding, raising, and managing non-native wildlife species. In Lone Star, these animals are technically classified as livestock rather than state-owned and protected wildlife. So, we're able to bring hunters out onto the property for a fun-filled day of hunting animals most people never get the opportunity to even see in person, let alone hunt.

Q. If the animals are bred by Double T and considered livestock, are they fenced in?

A. I don't like the term "fenced in." Sure, we may have a 15-foot tall electric fence around the entire property, but ultimately these animals are free to run around the property as they please, just like in nature.

Q. Just like in nature? You cannot be serious.

A. Hey now. Just because you don't understand the sophisticated operation we run, doesn't mean you know what you're

talking about. A fancy law degree don't mean squat out there.

Q. Let's just get back to your Ranch. How much land does Double T operate on?

A. One section, which is 640 acres or one square mile.

Q. And that's all in Blackacre County, Lone Star?

A. Yes.

Q. I just handed you Exhibit 1. What is it?

A. This is the front gate to the Double T Ranch! You can see the hunting lodge right there in the entrance.

Q. Let's get a little more into these animals on your Ranch. What kind of exotic animals are we talking about here?

A. Oh, we have all kinds at the Double T. We have bongos, sables, blackbuck antelope, but most notably, our world-renowned kudu.

Q. What do you mean by "world renowned"?

A. Back in 1997, to help put Double T Ranch on the map, we established our kudu program to create an animal hunters will be proud to mount above their fireplace.

Q. What is the kudu program?

A. Our kudu program is built around several generations of selective breeding. I oversee the program's operations and am deeply involved in it. We identify exceptional bulls, male kudu, based on body size, horn length, horn circumference, horn shape, growth rate, and overall health, then use those animals as breeding

stock. Over successive generations, we concentrate the naturally occurring genetics associated with those traits. Beyond that, I leave up to our scientists.

Q. What do the scientists do?

A. Our scientists supplement that breeding selection process with detailed genetic testing, pedigree tracking, reproductive management, and a controlled nutrition program designed to allow the animals to reach their full genetic potential. Young bulls are monitored throughout development, and only the highest-performing animals are retained for breeding.

Q. What has been the result of this program?

A. The result is a proprietary kudu bloodline that has been developed specifically for exceptional body mass and horn size. A wild kudu bull weighs roughly 420 to 660 pounds, has a shoulder height of 4 feet and 11 inches to 5 feet and 3 inches, and a horn size of about 60 inches to 70 inches. I can confidently say we have the largest kudu on the planet. Ours bulls are roughly 900 pounds, 6 feet tall at shoulder height, and have horns up to 90 inches in length.

Q. I just handed you Exhibits 2 and 3. What are these?

A. Photos of our magnificent kudu.

Q. Have there been any complications or difficulties with the kudu program?

A. Just one. One of the perks of genetically superior kudu is

that they have accelerated breeding capabilities, so we can breed year round. We begin the breeding process by surveying which bulls we want to bring in for breeding, taking in account the factors I mentioned a second ago. Then, we have to tranquilize the bulls we want to take in because they're simply too large to wrangle without it. That's where we have started to run into issues.

Q. What issues?

A. Well, since our kudu have such strong genetic traits, they've become extremely resistant to sedatives. We've tried almost every tranquilizer possible, etorphine, ketamine, medetomidine, azaperone, you name it. The most effective has been etorphine, which is an opioid. But even with such a potent sedative, if there is any type of exciting activity happening, it's rendered largely ineffective.

Q. What do you mean by "exciting activity"?

A. Any unfamiliar activity. For example, two years ago, we had to construct buildings on the ranch for storage and medical supplies, and as we were tranquilizing the kudu, they ran past the construction site and the sedative did not work.

Q. Do you know exactly why this happened?

A. Yes. My scientists in charge of the kudu program conducted tests and made a report explaining exactly why and how this happened.

Q. Is that Exhibit 4 here that I just handed you?

A. Yes.

Q. Take a look under section 2.2 Standardized immobilization practice. It says the sedation protocol is to deliver a sedative-tranquilizer dart from a helicopter?

A. Oh yes. That is the best and most efficient way to sedate our kudu. Just one quick fly over the herd and we can get on out of there. You can get both a better shot and view from above and it's easier to track the herd if they start running. Plus, my favorite reason for it: We look damn cool in those helicopters.

Q. You have more than one?

A. Oh yes. In fact, that's a primary draw for our customers. Not only do we use the helicopters for our sedation procedures, but for the customers that can afford it, we take them up in a chopper and they can shoot the kudu from the sky.

Q. Let's move on to why we're actually here today. Do you know the company Texxon Oil, Co.?

A. Unfortunately.

Q. Why unfortunately?

A. Well, that's the oil company that's ruining our operations. When Texxon sent me notice of their drill plan, that's when I knew we were screwed. But I knew about them before that letter.

Q. How so?

A. They've been around since my Great Grandpappy Fonville got screwed out of the mineral rights on this land. You see, the

Fonville family used to own both the land and the oil below it. But back in 1932, the family was tight on cash during the Great Depression and Double T Cattle was about to go under. Then a man named Brenden Gilbreath knocked on our door and made us sell him the oil rights for pennies on the dollar. Since then, Texxon has operated one small oil well on our land. It's tucked away in the northeast corner largely out of sight. I always knew Texxon had the right to drill more wells, but I never thought that it was going to turn into this!

Q. I'm handing you Exhibit 5. Is this the deed to Mr. Gilbreath?

A. Yep, that's the one. I keep this deed in our company files.

Q. And now Exhibit 6. Is this the oil and gas lease for the oil under your land that you deeded to Mr. Gilbreath?

A. Yep.

Q. I'm handing you what's marked as Exhibit 7. Is that the notice you're talking about?

A. Yeah, that's the one. I got Texxon's drilling notice letter on August 15, 2025 and my return receipt. They had also sent me charts of their drill plans in that same send.

Q. I'm handing you Exhibits 8 and 9. Are those the plans you're referring to?

A. Yes.

Q. Well let's take these one at a time. Let's start with

Exhibit 7, the notice letter. Can you walk me through it?

A. Well yeah. It's a drill plan with multiple wells covering a substantial portion of the Ranch and will impact the entire property regardless of where construction actually occurs. Under section two, it starts to get real crazy. What's even more insulting is that they're only willing to pay the Ranch $2,500 per acre of permanently damaged land. That's nothing compared to what we will actually lose.

Q. What will you actually lose?

A. Aside from the millions of dollars in damage to our land that I think will actually happen, we will lose our customers, and our kudu program will be in shambles.

Q. How so?

A. The entire point of Double T Ranch is to provide a realistic, exotic game experience to hunters across the country. These hunters come to the Ranch for an experience that they could only otherwise get all the way across the globe. If the ranch is littered with oil rigs, covered in roads, and the other structures that are in this drill plan, then there will be no reason for hunters to come out for a hunt. It's no longer a true, immersive experience into the wilderness. It's ruined by these hideous, industrial structures. I mean look at Exhibits 8 and 9.

Q. What about them?

A. Exhibit 8 is the drill plan, and you can see just how many

wells are being drilled on the Ranch. Exhibit 9 shows how much is going to be constructed on the surface. The key at the bottom shows exactly how much acreage is going to be used by this project. It uses basically all the land we got!

Q. You seriously think your operation qualifies as the "wilderness"?

A. Absolutely. This is as real as hunting gets.

Q. What does Double T Ranch charge per guest?

A. Anywhere from $12,000 to $30,000 per customer, depending on what species they want to hunt and whether they opt to take the helicopter. Sable hunts are priced at $12,000 per customer. Bongo hunts are $15,000 per customer. Blackbuck antelope hunts are $18,000 per customer. And of course, our kudu hunts are $30,000 per customer. Then, if a hunter wishes to use the chopper during their hunt, it's an additional $6,000 per customer.

Q. Why so expensive?

A. Because we are a premium exotic hunting ranch. We provide food, lodging, and high-quality and personalized customer service over several days for each hunter. The prices factor in those services as well.

Q. What does your revenue look like then?

A. I would have to see our revenue statement.

Q. I'm showing you Exhibit 10. Is this the statement you were referring to?

A. That's the one. We make these at the end of every fiscal year as part of our regular financial practices, and I personally certify them and file them in our records.

Q. I just did the math here, if you had to stop your kudu hunts, it looks like the Ranch would still be profitable, right?

A. Well maybe so. But that's just these numbers, you're not factoring in all the business we'd lose. For example, whenever we constructed those buildings on the Ranch two years ago, we lost twelve percent of our profits during that year. If Texxon goes through with this drill plan we'll lose at least fifty percent of our business!

Q. How can you know that?

A. I've been hunting since I was three years old. Any hunter will tell you that they don't want to hunt in the middle of an oil field. Double T Ranch provides a realistic experience that is just like hunting in the wilderness. If there are oil rigs, facilities, roads, and Texxon workers and trucks all across the property, that experience is completely ruined. Not to mention our kudu program will be ruined too.

Q. How would it ruin your kudu program?

A. Remember that report we talked about? And how the construction made it virtually impossible to sedate them? Yeah. The same thing is going to happen here, except now it's never going to end. On top of that, I saw a news article showing how Texxon

destroyed land and wildlife with a drill plan almost identical to the one they have for the Double T!

Q. Is this the artcle, Exhibit 13?

A. That's the one.

Q. Let's switch gears here. I'm handing you what's been marked as Exhibit 11. Can you tell me what that is?

A. I don't see how this is relevant, but it's my criminal record. On November 30, 2025, I pistol whipped a smug Texxon land man out there on my Ranch. I don't regret that one bit, he deserved it. For the March 3, 2022, conviction, I was called to testify in a negligence lawsuit against Double T Ranch for negligence. I didn't want to lose any money, so I may have exaggerated some of our safety protocols. But nothing I said was a lie! Juries are sometimes just full of morons.

Q. Now I'm handing you Exhibit 12. Did you write this letter?

A. What's this? Oh, my heavens, no. I would never write something like this! I have never seen this before in my entire life.

Q. Sure you haven't. I'm done here.

[Deposition Adjourned.]

I, BEN FONVILLE, have read the foregoing deposition transcript and hereby affix my signature that the same is true and correct.

/s/ *Ben Fonville*

CAUSE NO. DC-26-87513

DOUBLE T RANCH, LLC,	§	**IN THE 491st DISTRICT COURT**
	§	
Plaintiff,	§	
	§	**OF**
v.	§	
	§	
TEXXON OIL, CO.,	§	**BLACKACRE COUNTY, LONE STAR**
	§	
Defendant.	§	

ORAL DEPOSITION OF

JADEN HAMILTON

AUGUST 27, 2026

ORAL DEPOSITION of JADEN HAMILTON, and duly sworn, was taken in the above-styled and numbered cause on August 27, 2026 from 11:05 am to 1:37 pm, before Rachel Behnke in and for the state of Lone Star recorded by machine shorthand at the offices of Morris & Yanez-Torres, LLP, 2100 Commerce Street, Suite 2100, Worth Fort, Lone Star 76217, pursuant to the Lone Star Rules of Civil Procedure and the provisions stated on the record or attached thereto, that the deposition shall be read and signed before any notary public.

A P P E A R A N C E S

FOR PLAINTIFF:

Ms. Lettie Morris
Morris & Yanez-Torres, LLP
2100 Commerce Street, Suite 2100
Worth Fort, Lone Star 76217

FOR DEFENDANT:

Mr. Patrick Chippendale
Chippendale & Durham, LLP
2121 Commerce Street, Suite 2500
Worth Fort, Lone Star 76217

(Witness sworn)

DEFENSE EXAMINATION

EXAMINATION BY MR. CHIPPENDALE:

Q. Please state your name for the record.

A. Dr. Jaden Hamilton.

Q. How did you get involved in this case?

A. I was hired by the plaintiff, Double T Ranch, LLC, to testify as an expert in this case.

Q. How much are you being paid?

A. $15,000 per hour, the standard rate in my field.

Q. How many hours have you worked on this case?

A. By the time this deposition ends, about fifteen hours. That accounts for my review of all evidence, including each exhibit and the deposition of Ben Fonvill and Dylan Potts.

Q. What are your qualifications?

A. I have my B.S. in Petroleum Engineering from Lone Star Tech University, where I also minored in geology. After. Graduation, I got my petroleum engineer license from the State of Lone Star and spent nine years working for oil companies, specifically Accidental Energy and DinocoFillups, developing complex, multi-well drill plans. I also have extensive experience analyzing financial impacts of these drill plans to surface owners, as landowner relations was a very high priority. But after so many years spent helping oil companies destroy the environment, I

decided to go back to school to use my knowledge for good.

Q. Okay. What did you go back to school for?

A. I went back and got my Ph.D. in Wildlife Ecology, which is the scientific study of wild animals, plants, and microorganisms, and how they interact with each other and their physical environment. I wrote my thesis on how energy development like noise, lighting, commercial traffic, and habitat fragmentation affects large grazing and browsing animals like deer species, cattle, and even exotic animals like kudu.

Q. What do you do for work?

A. I operate my own consulting agency, testifying on behalf of plaintiffs as an expert in petroleum engineering and wildlife ecology, with my testimony addressing the impact of oil companies' operations on local wildlife and alternatives available to those oil operations.

Q. Have you ever testified as an expert in those fields before?

A. Yes, fifteen times.

Q. Have you ever testified for the defense?

A. Of course not. The defendant is always the wrongdoer; so of course, the oil company is always the defendant. Maybe if they decided to do something good every now and then, I could provide testimony for them.

Q. Do you have any certifications?

A. Yes. I am a certified Energy-Wildlife Compatibility Specialist. That was issued by the Institute for Land and Resource Stewardship ("ILRS"), the organization that creates the industry standards and testing methods for my field.

Q. What methods are those?

A. The ILRS created the Land-Use Compatibility Protocol. This protocol is a four-step process. First, I inventory the existing land uses. Second, I map industrial activity or review previously created maps. Third, I score how much each planned activity overlaps with each existing use on the land. And fourth, I test whether any reasonable alternatives could reduce the overlap, should it exist.

Q. Did you apply that method to this case?

A. Of course.

Q. Can you start with explaining your first step?

A. Yes. I first inventoried the existing land use of the Double T Ranch. I did this by conducting an on-site survey of the property. The Ranch is 640-acres or one square mile, which is called a section. The property is surrounded by a fifteen-foot tall electric fence, which is unethical in my opinion. It has an existing entrance on the south side of the property with a cattle guard to keep animals from escaping. There is also the ranch lodge, storage units, administrative buildings, a helicopter pad, and other small structures surrounding the south entrance. Outside of

the road at the entrance of the property, there are no other roads aside from minor paths created by vehicles. The vast majority of the property is currently undisturbed.

Q. Did your inventory include the animals owned by Double T?

A. Of course. At the time of my inventory, Double T had 117 kudu, 57 blackbuck antelope, 51 bongos, and 52 sables. Thus, the existing use of the land showed a complex, sophisticated exotic game ranch operation. I suspected the primary draw were these "super" kudu that Double T had developed from its kudu program. I confirmed this suspicion through employee and customer interviews.

Q. How was it confirmed?

A. Double T employees explained that the kudu were the most discussed and coveted animals on the property, and all services, advertisements, and most business decisions revolved around the kudu program and hunts. Double T patrons echoed this. I interviewed 73 hunters and every single one informed me they were either there to hunt kudu, or they were there to see the kudu, but purchased a hunting package for another animal because they could not afford the price of a kudu hunt. Ultimately, there was not a single hunter there for a reason other than Double T's kudu.

Q. What about the second step in your method?

A. I reviewed the drill plan maps that Texxon had created and sent to Double T, so I did not have to make my own. Those are Exhibits 8 and 9. I also reviewed Exhibit 7, the notice letter

sent from Texxon to Double T, to supplement my analysis of the mapped plans.

Q. What did you gather from the plans and notice letter?

A. When looking at those three documents, you can see 198 acres out of the 640 acres the Ranch covers will be disturbed. More than thirty percent of the Double T surface will be effectively destroyed for this drill plan. That's not even considering the impact beyond the land actually used.

Q. What do you mean?

A. You can see right in Exhibit 7 how often Texxon vehicles are going to be driving on the roads they built, how loud this operation is going to be, and just generally how ugly the Ranch is going to look. When I did my site visit, and as you can see in Exhibits 1, 2, and 3, there aren't exactly many trees on the property. There is nothing keeping hunters from seeing unsightly oil wells and other facilities across the property. It's especially jarring considering Double T offers an experience in nature. Or at least what they think is nature.

Q. How do you know what you're looking at on Exhibits 8 and 9?

A. It's because I did it for work, counselor, and there is a legend at the bottom. Look at Exhibit 8. This map shows the exact surface locations of each oil and gas well, the direction and length of each horizontal lateral underground, which is just the

horizontal portion of the well once its underground. Each well is given its own identifier, like A-1H on here. This document shows where the well starts at the pad and where it ends, marked with the black dots, which is the “toe.”

Q. What’s a pad?

A. A well pad, is the cleared, flat work area where a drilling rig and its equipment sit while the wells are drilled and completed. To build one, the crew clears the vegetation, levels the ground, and spreads a thick layer of gravel or caliche so heavy trucks and the rig don't sink. The finished pad is usually a few acres, and the work area is often larger once you include the surrounding ground that gets disturbed. A road connects it to the nearest public road.

Q. What about Exhibit 9?

A. The fence marks the perimeter of the entire Double T Ranch property. The well pads, as I mentioned earlier, is a cleared leveled area where the drilling and rig equipment sit. The access roads, marked by the gray lines,

Q. Could you tell me about your third step in your method?

A. Oh yes. When I score oil companies, it’s out of ten. One being complete overlap and total preclusion of the surface’s existing use, and ten being virtually no overlap. I scored the overlap of Texxon’s drill plan with Double T’s existing use of the surface. Texxon’s plan scored horribly.

Q. Care to elaborate?

A. I gave Texxon's plan a three out of ten. It's clear the drill plan does not entirely prevent Double T from conducting its operations, but it does make it nearly impossible. And that's considering Double T is able to adjust its business model to work around the drill plan.

Q. Why do you say that?

A. It boils down to one thing: the kudu program. When you look at this kudu sedation report, Exhibit 4, the kudu are unable to be sedated with exciting activity ongoing around them. When a kudu hears a rig, sees floodlights at night, feels heavy trucks, or smells diesel and exhaust, its body reads those as threats and triggers a stress response. The animal releases adrenaline and then cortisol. A short spike is normal. Repeated spikes, which is what a drilling operation produces around the clock, keep the animal in a state of chronic stress.

Q. What does chronic stress do to them?

A. It affects almost everything that matters to Double T. Stressed animals eat less and spend more time watching and moving than feeding, so body condition falls. Chronic cortisol suppresses reproductive hormones, which means fewer females conceive, more lose their calves before birth, and the calves that are born are smaller and less likely to survive. Stress also hurts the growth of the horns. For kudu, horn length is what a hunter pays for. A

hunter who pays $30,000 expects a mature, trophy-quality bull.

Q. You said, “reproductive hormones.” How does that affect Double T?

A. The kudu program depends on breeding. A ranch that sells trophy bulls needs a steady supply of animals growing up in the herd. Kudu cows also need calm, secluded areas for breeding and calving. If drilling noise and light cover the breeding and calving areas, the herd stops reproducing at the rate the ranch needs. In my opinion, the plan will disrupt the ranch's breeding capacity so severely that it will effectively end the breeding program in the disturbed zones, and a ranch can't keep a kudu program running on a herd that is not replacing itself.

Q. Did you measure how much of the ranch the disturbance would reach?

A. Yes. I estimate, based on Texxon’s plans, about sixty one percent of usable kudu habitat on the Ranch falls inside a high-disturbance zone. This is the zone that would cause the effects I just mentioned.

Q. Are they kudu impacted in any other ways?

A. Yes. Even inside a fence, a kudu herd keeps a routine. The animals move between the same water sources, feeding areas, and cover at predictable times, and they tend to follow the same paths every day. These patterns are learned and passed through the herd. A new road, pad, or pipeline right-of-way cuts straight across

those routes. Kudu are reluctant to cross open, noisy, or lit ground, so they avoid those areas, and the herd gets squeezed into smaller parts of the ranch. Crowding raises stress, wears out the remaining habitat, and spreads the herd away from the water and feed it uses. There are also physical dangers to the animals.

Q. Like what?

A. First, vehicles. Drilling and completion bring a constant flow of heavy trucks, including water, sand, and equipment haulers, often at night and often on new roads. Kudu are large animals, and a collision kills the animal and endangers the driver. In my experience, wildlife strikes are common on lease roads. Second, the crews themselves. In my years working in the industry, I saw wildlife killed by accident, such as animals struck or caught in equipment, and I also saw it done on purpose. Oil field workers are notorious for killing game on drill sites. Double T would be no exception. Third, fences and gates. Oil crews cut fences, leave gates open, and drive through boundaries. Animals that escape are lost to the ranch, and animals that wander onto roads or neighboring land are exposed to the hazards I just described. Texxon is well known for this, as you can see by the news article in Exhibit 13.

Q. Let’s move on to step four of your method, reasonable alternatives. Is this impact onto the kudu program at all preventable?

A. Of course it is! I looked at whether the minerals could be reached from locations that avoid the core kudu habitat. The neighboring property, a goat farm owned by the Osburn family, is a prime candidate. You see, the beautiful thing about the types of wells Texxon is drilling is that they're horizontal wells. With horizontal wells, Texxon can drill into the ground on the Osburn's land and reach the oil underneath the Double T Ranch. Texxon's lease with Double T also covers the Osburn's land, and in my opinion, this identical operation could be done with most, if not all, construction and facilities on the Osburn property.

Q. Would that cost more?

A. It might. There is no real way to be able to evaluate that sort of cost. However, in my experience in petroleum engineering assisting in plans just like these, unless Texxon randomly decides to make drastic changes to its current plan, any cost increases or time delays would be marginal.

Q. Where is this neighboring property?

A. It's directly north of the Double T Ranch. There's 320 acres that has more than enough space to accommodate Texxon's operations. What's even better is that Brenden Gilbreath owned that land too. So, the Gilbreath Lease, Exhibit 6, actually conveyed that land to Texxon too. Texxon would be able to build the rigs to the north outside of the Double T property, and have the horizontal wells extend to the oil beneath the Double T all

underground. It's a perfect alternative that Texxon has no valid reason to reject.

Q. Doesn't Texxon already have a well on the Double T property?

A. Yes, they do. It's a small vertical well in the northeast corner. A vertical well is much simpler that a horizontal well. It just drills straight down into the ground instead of laterally. It's a small little oil rig too; you can't really see it until you're in that corner of the property.

Q. Well you're the expert Dr. Hamilton. Why don't you tell me what your ultimate conclusion is here?

A. Although Texxon does not completely stop all of Double T's operations on the land, it still scored a three out of ten. This means that Double T's existing use is substantially impaired. I can't give a score higher than three especially when there is a clearly reasonable alternative available to Texxon by drilling on the adjacent property that would allow complete recovery of the minerals underlying the Ranch.

[DEPOSITION ADJOURNED.]

I, JADEN HAMILTON, have read the foregoing deposition transcript and hereby affix my signature that the same is true and correct.

/s/ *Jaden Hamilton*

[* * * * *]

I, JADEN HAMILTON, certify that I have read the deposition of CHARLIE COLE as of this date, September 3, 2026. The testimony in my foregoing deposition and my opinions contained therein remain unchanged.

/s/ *Jaden Hamilton*

CAUSE NO. DC-26-87513

DOUBLE T RANCH, LLC,	§	**IN THE 491st DISTRICT COURT**
	§	
Plaintiff,	§	
	§	**OF**
v.	§	
	§	
TEXXON OIL, CO.,	§	**BLACKACRE COUNTY, LONE STAR**
	§	
Defendant.	§	

ORAL DEPOSITION OF

DYLAN POTTS

June 12, 2026

ORAL DEPOSITION of DYLAN POTTS, and duly sworn, was taken in the above-styled and numbered cause on June 12, 2026 from 9:17 am to 12:31 pm, before Rachel Behnke in and for the state of Lone Star recorded by machine shorthand at the offices of Chippendale & Durham, LLP, 2121 Commerce Street, Suite 2500, Worth Fort, Lone Star 76217, pursuant to the Lone Star Rules of Civil Procedure and the provisions stated on the record or attached thereto, that the deposition shall be read and signed before any notary public.

A P P E A R A N C E S

FOR PLAINTIFF:

Ms. Francesca Yanez-Torres
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FOR DEFENDANT:

Mr. Patrick Chippendale
Chippendale & Durham, LLP
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Worth Fort, Lone Star 76217

(Witness sworn)

PLAINTIFF EXAMINATION

EXAMINATION BY MS. YANEZ-TORRES:

Q. Please state your name for the record.

A. Dylan Potts.

Q. How did you get involved in this case?

A. Well, aside from getting pistol whipped by Mr. Ben Fonville, I am the land man in charge of the multi-well oil project on the Double T Ranch.

Q. I'm sorry, you were pistol whipped?

A. Yes ma'am. On November 30 of last year, I was out inspecting the Double T property. Ben was taking a group of hunters out to hunt his freak-show kudu and Ben saw me on the land. Mind you, I told at least three different Double T employees I was there. Nevertheless, Ben hopped off the vehicle and came running toward me all crazy. Before I even had a chance to say anything, Ben hit me in the face with a pistol.

Q. What'd you do in response?

A. Oh don't you worry, I wasn't going to let Ben get away with that; Ben was in worse shape than I was by the end of it. But ultimately, some of the hunters Ben had there broke us up. Then the police came and put Ben in cuffs and a jail cell.

Q. Tell me more about your involvement as the land man?

A. I am a senior landman in the Land Department at Texxon's

Worth Fort office, which is responsible for all of our oil and gas leases in Blackacre County, Cutter County, Stogdill County, and Riner County.

Q. How long have you worked for Texxon?

A. Ten years. Before that, I spent five years as a landman for a smaller oil company and title company, so fifteen years in total as a land man.

Q. What does a landman do?

A. We figure out who owns what above and below the ground and make sure that Texxon has the legal right to do what it plans to do when it's drilling for oil. I research title in the county records, negotiate and manage oil and gas leases, give notice to surface owners regarding new drill plans or construction, and negotiate damage payments and surface use agreements. I also coordinate with the engineers so that what they design can actually be built on the ground. I'm the bridge between the company and the people who own the land.

Q. What are your qualifications?

A. I have a bachelor's degree in Energy Land Management from Lone Star A&M University, and I'm a certified Professional Landman.

Q. What is your role in this case?

A. I'm the lead landman on Texxon's development of the Gilbreath lease, which is the oil and gas lease covering the Double T Ranch. I've handled that lease since 2023. That includes the

title work and correspondence with the Gilbreath family who leases the mineral rights to Texxon and the Double T Ranch, the surface owners.

Q. I'm handing you what's been marked as Exhibit 5. What is it?

A. It's the 1932 mineral deed from Double T Cattle, Co. to Brenden Gilbreath. I obtained this in my own title research. Double T Cattle conveyed the oil, gas, and other minerals underneath its land to Mr. Gilbreath, and only left itself with the land and no oil. Stupid mistake.

Q. And now Exhibit 6?

A. That's the oil and gas lease between Gilbreath and Texxon covering 960 acres, including the 640 acres that Double T Cattle deeded to Gilbreath. Texxon still has its mineral rights from this lease today.

Q. How can that happen despite so much time passing?

A. See paragraph 2? That language in there shows that so long as Texxon is producing oil, gas, or other minerals from the land for a profit, then the lease will never terminate.

Q. There's already an oil well on the Double T Property?

A. Yes. There has been a small oil rig pumping oil since 1936. It's named Gilbreath #1. That little guy has been making a profit for nearly one hundred years now, but it's on its last legs.

Q. How often are Texxon workers on the Double T Ranch for

that one oil rig?

A. Maybe a couple times a month to check in on the well.

Q. Has Double T ever complained about you being out there?

A. No. I went through the land file going back to the 1990s. There is no complaint from Double T Ranch, and definitely no notice that the Gilbreath #1 well has ever interfered with its operations. The complaints didn't start until we notified Double T of our new plan.

Q. Why is Texxon drilling now?

A. A few reasons. The Gilbreath #1 well only produces a small amount of oil, and under the Gilbreath lease, the lease stays in effect only as long as the property produces in paying quantities. So, we have to produce enough oil on the Double T property to make a profit. If we don't we lose the lease. If Texxon can't get this drill plan started, it stands to lose millions of dollars' worth of oil from this property. The Mr. Gilbreath's heirs also believe they deserve more royalty payments from our oil on the land, as is their right under the lease. If we can't produce more oil, I am sure they'll sue Texxon. I'll probably lose my job if we can't get this plan underway since I am in charge of this operation.

Q. Do you know why the plan needs as much surface as it uses?

A. There is a lot of oil beneath the Double T property. We have determined that our plan is the exact amount of oil wells that we need to maximize the amount of oil we can recover.

Q. I just handed you Exhibit 7. What is it?

A. It's the notice letter Texxon sent Double T Ranch about our drill plan. I prepared it with our operations and legal groups. I signed it and sent it by certified mail on August 14, 2025, with Exhibits 8 and 9 enclosed. You can see by the certification Ben Fonville received it on August 15.

Q. Did Texxon need Double T's permission to drill?

A. Under the Gilbreath Deed and Lease, no. But it is Texxon's standard practice to give the surface owner the full plan up front and try to reach a surface use agreement before we break ground. That's why the letter describes the entire plan at full build-out instead of one piece at a time. I would rather the owner see everything on day one than be surprised later.

Q. What is a surface use agreement?

A. It's a voluntary contract between a surface owner and an oil and gas company that outlines how the land can be used. To be clear, we are not required to enter into these agreements. They are purely voluntary and a gesture of good faith to try and maintain a good relationship with surface owners like Double T.

Q. Were you able to enter into one with Double T?

A. Unfortunately not. After we sent the notice, I called Ben to try and get one worked out on August 19, 2025. However, when I broached the subject, Ben told me to "eat kudu crap."

Q. Exhibits 7, 8, and 9 show that 198 acres of land is

disrupted by Texxon's drill plan. How is this not completely precluding Double T's operations?

A. Because that's simply not correct. Texxon is extremely environmentally conscious, and we always do our best to minimize the impact to the environment and wildlife. But even beyond that, at the peak of our operations, 479 acres, or roughly seventy five percent of the land is left untouched. Further, our facilities and operations are scattered throughout the land, so we're not just eliminating use of an entire quarter of the Ranch. And those pads may look large on the maps, but those are essentially just land clearings that we flatten out and cover with gravel, so the oil rigs don't sink into the ground. They are not buildings.

Q. I'm handing you what's been marked as Exhibit 13. Do you recognize it?

A. Unfortunately. This is an article that was released early last year about another project we had in Cutter County, which is a county directly next to Blackacre County, to the west. But I would just like to say that the damage we caused was not nearly as bad as it made it out to be. Sure, we messed up, but it was not as bad as the environmental nuts wish it would be for their trumped up news titles.

Q. Let's go back to the Double T Drill Plan. You would agree the construction, wells, and facilities will be visible from all parts of the Ranch?

A. I mean I can’t say for certain, but given the lack of trees, I’m sure that’s at least somewhat true.

Q. How many times have you been on the Double T Ranch?

A. Seven times between 2021 and November 2025. Occasionally, I would check the Gilbreath #1 well personally and do a survey of the land.

Q. What did you observe about the activity on the Ranch during those visits?

A. It’s not a quiet place. I saw Ranch helicopters flying low over the property, and lots of rifle fire. Ranch trucks, four wheelers, and other vehicles come and go all day long. I’m certain the animals are negatively impacted by this noise already. On one of my visits, I saw Ben flying not even thirty feet above the ground in a helicopter chasing a bunch of animals. They were going crazy and I think I even saw one break its leg in a pothole while running.

Q. Let’s turn back to Exhibit 7. It says here in the notice letter that Texxon considered alternative drill sites. What was that alternative?

A. It’s the other 320 acres of the mineral estate Brenden Gilbreath owned and leased to Texxon. It’s the half section of land immediately north of the Double T. It’s a goat ranch owned by the Osburn family.

Q. So Texxon does have an alternative that gives them access

to the same oil under Double T's property?

A. I guess so, but it's not a reasonable alternative. Not one we can realistically consider. The Double T Property, overall, is very flat. A multi-well pad needs at least seven acres of level ground. The Osburn's land is not flat at all and has tons of hills and is near a floodplain, eliminating it as an option for our drill plan.

Q. How does that completely eliminate it as an alternative?

A. Because of how much more time it takes and how much it costs. Since Texxon already has a well on the Double T Property, a lot of the infrastructure for pipelines and power lines already exist. We would have to start from scratch on the Osburn land. There is also the added cost of drilling farther than anticipated. Texxon still needs to drill to the same place the wells end in our drill plan, Exhibit 8. So, we would have to extend the well lateral by roughly 300 acres and completely rotate the orientation of the wells on Pad C. Changing this orientation would require new plans from our engineers and likely more geological testing to make sure its even possible.

Q. How much would this cost?

A. About $2.2 million, as you can see in Exhibit 7.

Q. Does that drastically exceed the revenue you would make from this project?

A. Well, drastic is a strong word. Texxon will make millions

from this plan over the years. But what this really comes down to is mitigating cost, not overall profit.

Q. How long would it take to move plans to the Osburn property?

A. Eighteen months.

Q. Is that unusually high?

A. Oh yes. Our current plans on the Double T were only going to take about twelve months total from start to finish.

Q. Alright I'll save the rest for your engineer. Take a look at Exhibit 12. You recognize it?

A. Absolutely. This is the letter Ben Fonville sent me just two days before he pistol whipped me.

Q. How do you know it's from Mr. Fonville?

A. Come on now, be serious. We sent the notice letter to Ben, Exhibit 7, and we got the return receipt and this letter back on the same day. Sure, there's no return address or signature on Exhibit 12, but no one else would have sent this to us.

Q. I'm through here.

[DEPOSITION ADJOURNED.]

I, DYLAN POTTS, have read the foregoing deposition transcript and hereby affix my signature that the same is true and correct.

/s/ *Dylan Potts*

CAUSE NO. DC-26-87513

DOUBLE T RANCH, LLC,	§	**IN THE 491st DISTRICT COURT**
	§	
Plaintiff,	§	
	§	**OF**
v.	§	
	§	
TEXXON OIL, CO.,	§	**BLACKACRE COUNTY, LONE STAR**
	§	
Defendant.	§	

ORAL DEPOSITION OF

CHARLIE COLE

August 30, 2026

ORAL DEPOSITION of CHARLIE COLE, and duly sworn, was taken in the above-styled and numbered cause on August 30, 2026 from 8:15 am to 11:54 pm, before Rachel Behnke in and for the state of Lone Star recorded by machine shorthand at the offices of Chippendale & Durham, LLP, 2121 Commerce Street, Suite 2500, Worth Fort, Lone Star 76217, pursuant to the Lone Star Rules of Civil Procedure and the provisions stated on the record or attached thereto, that the deposition shall be read and signed before any notary public.

A P P E A R A N C E S

FOR PLAINTIFF:

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FOR DEFENDANT:

Mr. Joel Durham
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Worth Fort, Lone Star 76217

(Witness sworn)

PLAINTIFF EXAMINATION

EXAMINATION BY MS. MORRIS:

Q. Please state your name for the record.

A. Dr. Charlie Cole.

Q. How did you get involved in this case?

A. Texxon Oil, Co.’s attorneys retained me to evaluate Texxon’s drill plan for the Double T Ranch, to review Dr. Jaden Hamilton’s opinions, and to offer my own opinions on how the plan interacts with the Ranch’s existing use and whether the alternatives Dr. Hamilton proposes are reasonable.

Q. How much are you being paid?

A. $15,000 per hour, which is the standard rate in my field, and even the same rate as Dr. Hamilton. So far, I have billed about thirty-one hours, so roughly $465,000.

Q. What are your qualifications?

A. I have a bachelor’s degree in Petroleum Engineering from Lone Star State University and a Ph.D. in Wildlife Management from Lone Star Tech University. I’m a licensed petroleum engineer in the State of Lone Star. I spent eighteen years working for oil and gas companies designing over 140 multi-well drill plans, more than twenty of them on lands with an extensive wildlife population. I am also certified by the Institute for Land and Resource Stewardship (ILRS) as an Energy-Wildlife Compatibility Specialist,

the same certification Dr. Hamilton holds.

Q. Have you testified as an expert before?

A. Eighteen times. Nine times for surface owners and nine times for oil companies.

Q. Have you ever worked for Texxon before?

A. Yes. Those nine times I have testified for oil companies, it has been for Texxon each time. Fortunately for me, they pretty much fund my entire business.

Q. What all did you review in this case?

A. All the depositions and exhibits. I also visited Double T Ranch twice and inspected the Gilbreath #1 well. I also walked the 320 acres north of the Double T, which I'll call the Osburn tract.

Q. Did you interview Double T employees or hunters?

A. No. I relied on the kudu sedation report, Exhibit 4, and Double T's Financial Report, Exhibit 10, as well as Dr. Hamilton's testimony regarding the interviews that were conducted.

Q. Dr. Hamilton testified to using the ILRS Land-Use Compatibility Protocol. Did you apply the same method to this case?

A. Yes, but in a different way. Instead of directly applying it, my focus was primarily on whether Dr. Hamilton applied it correctly. So, I used the same four steps: inventory existing uses, map the planned activity, score the overlap, and test whether reasonable alternatives could reduce it. I don't disagree with the method. I disagree with how Dr. Hamilton applied it.

Q. Start with step one. What were your opinions regarding that?

A. The Double T sits on 640 acres, one square mile, inside a perimeter electric fence. The lodge, storage units, administrative buildings, and helicopter pad are clustered around the south entrance. The animal herd is 117 kudu, 57 blackbuck antelope, 51 bongo, and 52 sable.

Q. Did Dr. Hamilton forget anything in their inventory?

A. Yes. Dr. Hamilton failed to inventory the Gilbreath #1 well on Double T property that has been there since 1936. Dr. Hamilton also failed to inventory how loud the Double T already is. There's helicopter noise, vehicle noise, and rifle fire constantly throughout the ranch.

Q. Dr. Hamilton believes the vast majority of the Double T is currently undisturbed. Do you agree?

A. That's mostly true. But after reviewing Exhibit 10, the herd already lives with 126 hunts per year, helicopter flights, and gunfire. Dylan Potts testified to seeing a Ranch helicopter less than thirty feet over animals. I can't verify that, but if it's accurate, it's a much more intense stimulus to the animals than any operation Texxon would conduct.

Q. Dr. Hamilton interviewed 73 hunters and said every one was there for the kudu. Do you dispute that?

A. I give it very little weight. Despite that conclusion,

Exhibit 10 shows 72 out of 126 hunts on the Double T were not for kudu, but for sable, bongo, and blackbuck antelope. This totals to $1,203,000 or about 43 percent of Double T's revenue. Those customers are clearly buying something other than a kudu hunt.

Q. Let's go on to step two of the ILRS Land-Use Compatibility Protocol. Dr. Hamilton said the plan disturbs 198 acres, more than thirty percent of the Ranch. Do you agree?

A. No. Dr. Hamilton overlooks the fact that some of these disturbances are temporary. The pipeline and road rows are overstated when looking at Exhibit 7. At peak disturbance, yes, disturbance is 198 acres. However, once we subtract the 73 acres of temporary disturbance from pipelines, the number is 125 acres, or less than twenty percent. Much less than what Dr. Hamilton claims.

Q. What about Exhibit 9? It states the operational effects extend across the entire property.

A. I won't deny that and Texxon seems to admit to it here. Noise, light, and traffic reach beyond the footprint. But intensity will vary greatly with distance and during what phase of construction the project is in. Unfortunately, due to the nature of complex drill plans like this, it is impossible to make a true prediction regarding future disturbances.

Q. Dr. Hamilton testified that sixty-one percent of the usable kudu habitat is inside a high-disturbance zone. Do you dispute

that?

A. Dr. Hamilton never disclosed how this zone was made, so I have no way to replicate it. But even by Dr. Hamilton's own calculation, thirty-nine percent of the usable habitat is still outside of the zone.

Q. Look at Exhibit 10, here. What does it show?

A. Total revenue of $2,823,000 and total costs of $890,260, so a profit of $1,932,740. There were fifty-four kudu hunts totaling to $1,620,000 of revenue.

Q. What did you do with those numbers?

A. If Texxon's drill plan destroyed Double T's kudu program, Double T would still be profitable. Without the kudu program, simple subtraction shows that Double T would have made $312,740 in profits.

Q. Did you consider any loss of customers if the Double T stopped providing kudu hunts?

A. No. If Ben Fonville can't figure out how to change his business, then that's on him. I honestly don't care about how valuable these kudu are. I hate the way Double T chooses to exploit animals for sport.

Q. Let's turn to Exhibit 4. How do you read the kudu sedation report?

A. I'm sure it's all true. This appears to be a very well-conducted case study. However, its limitations are concerning.

Only eighteen kudu had blood drawn, and the report admits that sampling itself raises adrenaline. And other factors, such as weather, breeding cycle, and predator scent, weren't controlled.

Q. Isn't nine months of 24-hour drilling a lot more intense than anything the kudu have ever dealt with?

A. Yes, and I expect a response from animals near an active well pad. My opinion is that the effect would be concentrated near whichever pad is actively drilling and would be temporary. I don't dispute that kudu close to active work will be disturbed. But, I do believe that enough land is still available to the kudu outside of active drill sites that would allow for the kudu program to continue despite drilling.

Q. Dr. Hamilton testified that wildlife strikes, crews killing game, and cut fences are common. What do you think about that?

A. Those are real risks for any surface owner. Especially when it's Texxon if we're being honest. But there is no proof that any of that will actually happen. It's all conjecture.

Q. Have you seen Exhibit 13, then?

A. Oh yeah. I'm sure everything written in it is true.

Q. Let's go on to step three of your method, scoring. Dr. Hamilton scored it three out of ten. Do you agree?

A. No. A one out of ten means there is total overlap and preclusion of the surface's existing use, and a ten means there is

virtually no overlap. I scored it a six. The overlap is real, but not that severe. About fourteen percent of the surface, after drilling and construction is complete, will be disturbed by Texxon. Roughly four-fifths of the surface is left untouched, activity does not all happen at the same time and is phased, and Dr. Hamilton's own numbers are inflated. I cannot agree that Double T's existing use is substantially impaired or completely precluded. At most, it's somewhat impaired.

Q. Now let's move to step four. Dr. Hamilton testified Texxon could drill from the property north of Double T and that any added cost or delay would be marginal. Do you agree with that?

A. I agree that it can be done in principle. Horizontal wells can start on one tract of land and end on another. That's the primary benefit to them is that they drill horizontally. Exhibit 8 shows exactly that. I disagree with the notion that it is reasonable or that the cost and delay are marginal.

Q. Can you elaborate?

A. I surveyed the Osburn tract and mapped the slopes of the land. I laid the Exhibit 8 drill plan over it, re-engineered each of the twelve wells from surface locations there, and built a cost and schedule estimate from the bottom up.

Q. Start with the ground. What is the Osburn tract like?

A. It's the Osburn family's goat ranch, 320 acres, adjoining the Double T's north fence. The Double T is very flat. The Osburn

tract is very hilly, with inclines getting up to fifteen degrees steep. Way too steep for an efficient and cost-effective drill plan.

Q. So what does that mean?

A. There's plenty of acreage for Texxon's drill plan, but not much usable ground. A well pad needs a level, compacted working surface. Exhibit 7 shows the plan calls for ten acres for each well pad. However, the largest usable areas for a flat well pad on the Osburn tract is only nine acres.

Q. And nine acres is not enough?

A. It might be. Dylan Potts claims you need at least seven acres. But I disagree. Realistically, Texxon would have to completely level these hills. It would be a massive excavation and blasting project. A pain in the butt, unless you really like dynamite, I guess.

Q. Is that all?

A. As Dylan also explained, the Osburn tract is near a floodplain. Projects in floodplains need additional permits, stronger and more expensive materials for well pads, and stormwater controls to prevent chemicals or other substances from draining into nearby water sources. And of course, Texxon wants to avoid recreating the damage you see in Exhibit 13.

Q. What about rotating the Pad C wells?

A. In Exhibit 8, the Pad C wells are drilled from south to

north. From the north tract, they'd have to be drilled the opposite way, north to south. The direction a well is drilled changes everything and Texxon would have to start from scratch in the design and preparation for all the Pad C wells. Geological tests would need to be done as well since Texxon has only tested Double T's property.

Q. Dr. Hamilton contends that most, if not all, of the construction and facilities could move to the Osburn tract. Is that right?

A. No. I don't care what Ben Fonville, Dr. Hamilton, or anyone else might think. It is not reasonably possible to move operations to the Osburn tract.

Q. Well if you did move operations to the north, how much would the additional cost be?

A. I agree with Texxon's estimate in Exhibit 7. I made that estimate based on needed geological testing, new permits, new drill plan designs, and new materials. It will cost Texxon roughly $2.2 million in additional project costs to move its operations to the Osburn tract.

Q. How much time would moving add to the drill plan?

A. About eighteen months. Engineering and geological testing take about six months. Permitting and providing notice to new landowners takes three to nine months. Construction takes about eight months because of the hills and possible weather. And

drilling takes another month. To the contrary, Texxon is ready to begin construction immediately on the Double T.

Q. How would moving the drill plan to the Osburn tract impact the score you gave Texxon's current plans?

A. It would increase it to a nine out of ten. There would be some mild disturbances, as the site will be just outside of the Double T fence, but there would be very little impact to the kudu otherwise. And, of course, hunters will still be able to see the facilities through the fence.

Q. Do you have any opinion on whether Double T can continue its existing use?

A. Yes. The Ranch can keep hosting all 72 non-kudu hunts, which brought in $1.2 million in revenue. Kudu hunts can still continue in the parts of the ranch away from the active pad, so that the breeding cycles of the kudu are preserved.

Q. How is Double T supposed to control where the kudu roam on the property?

A. They need to stop pretending these are actually wild animals. If they want to shoot caged animals, then that's something for them to figure out themselves.

Q. What about the sedation problem?

A. They just need to sedate the kudu away from any of the pads, construction, Texxon vehicles, or other noisy activity.

Q. Well, you're the expert here today. What's your ultimate

conclusion for this case?

A. Look, is it possible for Texxon to move its plans to the Osburn tract? Sure. But my point here is that it is not reasonable nor standard in the industry to incur that much cost, delay, or inconvenience. The Double T will survive without its precious kudu program. It's their job to adapt. Not Texxon's.

[DEPOSITION ADJOURNED.]

I, CHARLIE COLE, have read the foregoing deposition transcript and hereby affix my signature that the same is true and correct.

/s/ Charlie Cole


DOUBLE T
GRANDPAPPY FONVILLE
DOUBLE T RANCH
EXHIBIT 1


EXHIBIT 2


EXHIBIT 3

DOUBLE T RANCH KUDU SEDATION REPORT

Field	Detail
Prepared by	DeeDee Dulske, DVM, PhD (Assistant Director of Wildlife Science); Ryder Needham, PhD (Population Genetics)
Report date	January 14, 2025
Review period	January 2024 – December 2025

1. Executive Summary

During routine and non-routine handling, our team has repeatedly observed that these animals fail to respond to standard chemical immobilization protocols when they are in a state of high excitement, most notably when construction, heavy equipment, or other industrial activity is occurring nearby.

This report reviews 112 immobilization events over five years. When darts were delivered under quiet conditions, 96.9% of animals reached full recumbency at standard dosing. When darts were delivered during nearby disturbance, only 14.6% did so. Pre-tranquilizer-dart plasma adrenaline in the animals we were able to sample was approximately nine times higher in the disturbance group, and treatment failure rose sharply once adrenaline exceeded roughly 1,200 pg/mL. A comparison group of non-selected kudu showed a far smaller loss of drug effect under the same conditions.

Principal conclusion: In our herd, sedative failure is a predictable consequence of adrenaline surge acting on a genetically and physically distinctive animal. Once a Double T kudu is in a high-arousal state, chemical immobilization cannot be relied upon at any dose we can safely administer.

2. Background

2.1 The Double T kudu program

The Ranch's kudu program began with founder stock acquired in 1997 and has since been managed as a closed line with selection pressure on three traits: total body mass, lean muscle proportion, and horn length. Mature bulls in the herd now average approximately 890 lb (range 810–985 lb) with horn lengths ranging 80 to 90 inches, compared with a species reference range of roughly 400–600 lbs for free-ranging bulls. Cows average 610 lb. Mature wild bulls carry horns averaging 65 inches.

2.2 Standard immobilization practice

The Ranch's veterinary protocol relies on a potent opioid combined with a sedative-tranquilizer, delivered by remote dart from a helicopter. Doses are scaled to estimated body mass and have historically produced predictable induction in calm animals. All events reviewed here used the same drug classes and the same dosing method.

3. Methods

We conducted a retrospective review of all documented chemical immobilization events involving Double T kudu from January 2024 through December 2025 (n = 112). Each event was classified by ambient conditions at the time of darting.

EXHIBIT 4

- **Baseline:** no vehicle, machinery, or human activity beyond the handling team within one-half mile; ambient noise below 50 dB at the dart site including helicopter operations (n = 64).
- **Disturbance:** active construction, heavy equipment operation, drilling or well-site activity, low-flying aircraft, or comparable industrial noise and vibration within one mile (n = 48).

Outcome measures were time from dart placement to first sign of ataxia, time to full recumbency, rate of failure to reach recumbency within 45 minutes, and rate of supplemental dosing. In a subset of 18 animals, a blood sample was drawn from a standing animal at first contact or from recumbent animals immediately after induction, allowing estimation of pre-induction plasma adrenaline and cortisol. A comparison group of 19 non-selected kudu from the Ranch's older lines was darted under disturbance conditions using the same protocol.

4. Results

Table 1. Immobilization outcomes by ambient condition (Double T selected herd)

Measure	Baseline Population (n = 64)	Disturbance Population (n = 48)
Reached full recumbency ≤ 45 min	62 (96.9%)	7 (14.6%)
Mean time to first ataxia	4.1 min	19.7 min (when observed)
Mean time to recumbency	6.8 ± 1.9 min	31.4 ± 12.7 min (n = 7)
Supplemental dose required	4 (6.3%)	38 (79.2%)
Darts with no visible drug effect	0 (0%)	29 (60.4%)

Ataxia = loss of coordination. Recumbency = fully effective sedation. Values are mean ± standard deviation where shown.

Table 2. Pre-induction stress physiology (subset, n = 18)

Measure	Baseline Population (n = 9)	Disturbance Population(n = 9)
Plasma adrenaline (pg/mL)	210 ± 60	1,840 ± 520
Plasma cortisol (µg/dL)	6.2 ± 1.8	21.5 ± 5.4
Heart rate before dart (bpm)	62 ± 9	148 ± 21
Rectal temperature after handling (°F)	102.4 ± 0.6	105.8 ± 1.3

Adrenaline values were roughly nine-fold higher under disturbance. Every animal with adrenaline above approximately 1,200 pg/mL failed to reach full recumbency.

Table 3. Disturbance-condition response by line

Measure	Selected Double T line (n = 48)	Non-selected line (n = 19)
Reached full recumbency ≤ 45 min	7 (14.6%)	16 (84.2%)
Supplemental dose required	38 (79.2%)	6 (31.6%)

The non-selected line lost some drug effect under disturbance but remained largely manageable.

4.1 Dose escalation

In 21 of the 48 disturbance events, handlers attempted a supplemental dose of up to 50% above the standard scaled dose. Nineteen of these animals still failed to reach recumbency. In the two that did, both showed delayed and severe respiratory depression once the disturbance ended and the surge

subsided. This pattern is a serious hazard and the team does not recommend dose escalation. Reintroducing another sedative, like carfentanil, may resolve this issue but further testing is required.

4.2 Adverse outcomes

Among the 48 disturbance events, three kudu fatalities following a prolonged pursuit after a failed dart and several instances in which an unsedated bull charged handlers or vehicles. Fence and infrastructure damage was recorded in seven events.

5. Discussion

Three observations support the conclusion that this is a herd-specific and arousal-dependent phenomenon rather than a dosing error or a drug quality issue. First, the same drug lots, dart systems, and handlers produced excellent results under quiet conditions, and similar results during standard helicopter tranquilizer tests. Second, the effect tracked measurable adrenaline levels, with a clear inflection point. Third, the non-selected line, exposed to identical disturbance, retained most of its sensitivity.

6. Limitations

- This was a retrospective review, not a randomized trial. Conditions were classified after the fact from handler logs and equipment schedules.
- Blood sampling was possible in only 18 animals, and sampling itself contributes to arousal.
- Environmental factors other than construction (weather, rut, predator scent) were not fully controlled and may contribute.
- Helicopter use in tranquilizer processes had a minor impact.

7. Conclusions and Recommendations

- Double T selected kudu show a marked, reproducible loss of response to standard chemical immobilization when in a high-arousal state, with construction and heavy equipment activity being the most consistent trigger observed.
- Chemical immobilization should not be attempted on the selected herd within 1/4 mile of active industrial or construction activity, absent a documented emergency.
- Dose escalation to overcome the effect is not recommended because of the risk of delayed, severe respiratory depression and fatality.
- Standard helicopter tranquilizer processes may continue. Of course, tranquilization operations may be more effective if a quieter method is used, but as the most efficient means of operation, the impact of helicopter operations on kudu immobilization remains statistically insignificant.

MINERAL DEED

THE STATE OF LONE STAR §
COUNTY OF BLACKACRE § KNOW ALL MEN BY THESE PRESENTS:

That **DOUBLE T CATTLE, CO.**, a Lone Star corporation ("Grantor"), in consideration of **One Hundred Dollars ($100)** paid by **BRENDEN GILBREATH** ("Grantee"), the receipt of which is acknowledged, does hereby **GRANT, SELL, AND CONVEY** to Grantee, his heirs and assigns, **all of the oil, gas, and other minerals** in and under the following land in Blackacre County, Texas:

> 640 acres, more or less, out of the Double T Cattle Survey, Blackacre County, Lone Star, being the land owned by Grantor.

Grantee shall have the right to enter the land and use the surface as reasonably necessary to explore for, drill for, produce, and remove the oil, gas, and other minerals. Grantor and its successors knowingly waive any right to the minerals under the above listed land and warrant full compliance and cooperation with any future oil and gas operations on said land.

TO HAVE AND TO HOLD the minerals unto Grantee, his heirs and assigns forever. Grantor warrants title to the minerals against all persons claiming by, through, or under Grantor, but not otherwise.

EXECUTED on the **11th day of April, 1932.**

DOUBLE T CATTLE, CO.

By: *Tobias Fonville*
Tobias Fonville, Owner

EXHIBIT 5

OIL AND GAS LEASE

THIS LEASE is made on the 20th day of April, 1932, between **BRENDEN GILBREATH** ("Lessor") and **TEXXON OIL, CO.** ("Lessee").

1. **Grant.** In consideration of Ten Dollars ($10.00) and the promises in this lease, Lessor leases to Lessee all of the oil, gas, and other minerals in and under the following land in Blackacre County, Lone Star, for the purpose of exploring for, drilling for, producing, and removing them: 960 acres, more or less, out of the Double T Cattle and Gilbreath Survey (the "Land").

2. **Term.** This lease lasts for five (5) years from its date (the "primary term") and for as long afterward as oil, gas, or other minerals are produced from the Land in paying quantities.

3. **Royalty.** Lessee will pay Lessor one-eighth (1/8) of the value of all oil, gas, and other minerals produced and sold from the Land to Brenden Gilbreath and his heirs.

4. **Use of Land.** Lessee may enter the Land and use as much of the surface as is reasonably necessary to carry out its operations under this lease.

SIGNED on the date first written above.

LESSOR:

Brenden Gilbreath

Brenden Gilbreath

LESSEE: TEXXON OIL, CO.

Alex Clark

Alex Clark, Land Man

EXHIBIT 6

EXHIBIT 7-A

TEXXON OIL, CO.
Land & Legal Department
123 Main Street • Worth Fort, Lone Star 76217

August 14, 2025

VIA CERTIFIED MAIL, RETURN RECEIPT REQUESTED

Mr. Ben Fonville
Owner and Managing Member
Double T Ranch, LLC
55 County Road
Blackacre, Lone Star 76841

Re: NOTICE OF INTENT TO COMMENCE FULL-FIELD DEVELOPMENT OPERATIONS

Dear Mr. Fonville:

Texxon Oil, Co. ("Texxon") owns and operates the oil, gas, and mineral leasehold estate underlying the Double T Ranch (the "Property") pursuant to the Gilbreath Lease. This letter is formal notice that Texxon will commence full-field development of the leasehold (the "Development Plan").

1. NATURE AND SCALE OF THE DEVELOPMENT PLAN

The Development Plan is a multi-well project that will convert a substantial portion of a 640-acre tract to oilfield use and will affect the remainder. In summary:

Component	Scope	Approx. Surface Disturbance
Drilling Pads (A–C)	Three pads, each graded, caliche-surfaced, and cleared to 10 acres; 12 horizontal wells	30 acres
Frac Water Impoundment	One lined, open-top impoundment holding approx. 900,000 barrels of fresh and produced water	10 acres
Central Processing Facility	Tank battery, gas compressor station, separators, and a permanent flare stack in the East Pasture	12 acres
Lease Roads	Approx. 4.25 miles of 40-foot caliche roadway within a 60-foot cleared right-of-way, connecting all pads and facilities	33 acres
Pipelines	Approx. 3.25 miles of trenched gathering lines and flowlines; 100-foot temporary construction corridor, 50-foot permanent easement	73 acres (temp.); 36 acres (perm.)
Water Supply & Disposal	Two fresh-water supply wells (up to 600,000 gal./day) and one saltwater disposal well with injection facility at Pad C	4 acres

The operational effects of the Development Plan, including noise, light, dust, vibration, and vehicle traffic, will extend across substantially the entire Property.

2. SCHEDULE AND INTENSITY OF OPERATIONS

Site preparation will begin in sixty (60) days. Drilling and construction will follow and is expected to run twenty-four (24) hours a day, seven (7) days a week, for approximately nine (9) months. Texxon anticipates peak heavy-truck traffic of roughly 100 trips per day on the Property's roads, at all hours during plan construction and drilling. Once construction and drilling are complete, rig and compressor noise at pad perimeters is expected to exceed 85 decibels. Flaring will occur as operationally necessary and without advance notice. Upon completion, the production facilities, compressor station, and roads will remain in operation for the productive life of the wells.

3. PERIMETER FENCING

The Development Plan requires Texxon's lease roads and pipeline corridors to cross the Property's perimeter and interior fences at no fewer than four (4) locations. Texxon will open or remove fence sections at these crossings as needed and will install cattle guards or gates. Texxon will not maintain, patrol, or guard these openings, and it accepts no responsibility for the escape, loss, or commingling of any animals resulting from them.

4. ALTERNATIVES CONSIDERED AND REJECTED

Texxon is also aware that alternative development configurations exist. Texxon evaluated drilling wells on adjacent lands where it has active oil and gas leases as well. However, Texxon rejected this alternative on economic grounds, having determined that it would add approximately $2.2 million to project costs and delay operations by roughly eighteen (18) months. Texxon will not revisit that decision. Under Lone Star law, the mineral estate is dominant to the surface estate, and Texxon fully intends to assert that dominance over the rights of Double Ranch, LLC.

5. COMPENSATION

Texxon will tender surface damages in the amount of $2,500 per acre of permanently disturbed surface, as full and final payment for all damage to the surface estate. Texxon will not compensate Double T Ranch, LLC for any other damages.

6. RESERVATION OF RIGHTS

Texxon's rights under the Gilbreath Lease and Lone Star law include the right to use as much of the surface as is reasonably necessary to develop the mineral estate. Nothing in this letter waives, limits, or modifies those rights, and Texxon expressly reserves all of them. This letter is not an invitation to negotiate the terms of the Development Plan.

Please direct all communications regarding this matter to the undersigned.

Very truly yours,

Dylan Potts

Dylan Potts
Senior Landman, Land & Legal Department
TEXXON OIL, CO.

SENDER: *COMPLETE THIS SECTION*

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X *Ben Fonville*

B. Received by (*Printed Name*)

Ben Fonville

C. Date of Delivery

August 15, 2025

1. Article Addressed to:

Mr. Ben Fonville
Owner and Managing Member
Double T Ranch, LLC
55 County Road
Blackacre, Lone Star 76841

1246875 15479589 16674859 26373748 2623738 126276

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☒ No

3. Service Type

- ☐ Adult Signature
- ☒ Certified Mail
- ☐ Collect on Delivery
- ☐ Insured Mail
- ☐ Priority Mail Express
- ☐ Registered Mail
- ☐ Signature Confirmation

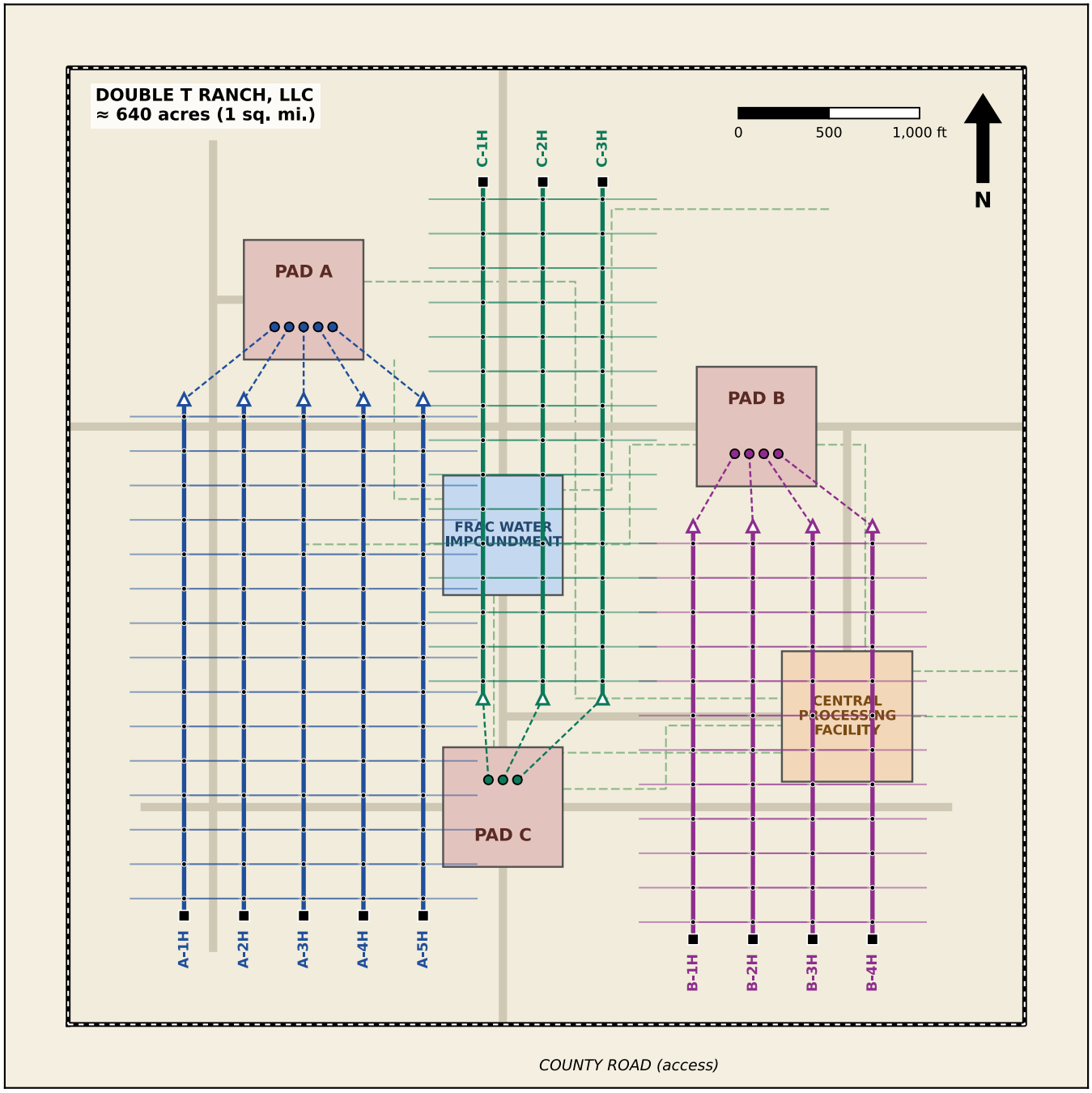
2. Article Number (*Transfer from service label*)

15376563564575854734

EXHIBIT 7-B

Double T Development Plan — Well Location and Frac Stage Map

Double T Ranch, approx. 640 acres, Llano Verde County, Texas • Prepared by Texxon Oil, Co., Land & Legal Dept. • March 14, 2025



- Wellhead / surface location (12)
- Build / curve section (plan view, wellhead to heel)
- Horizontal lateral (heel to toe)
- Heel (landing point)
- Toe (bottom-hole location)
- Frac stage: plug-and-perf point + wings (168)
- Drilling pad (context)
- Impoundment / processing facility (context)
- Lease roads (context)
- Pipelines (context)
- High fence — perimeter
- Well colors: Pad A blue • Pad B purple • Pad C green

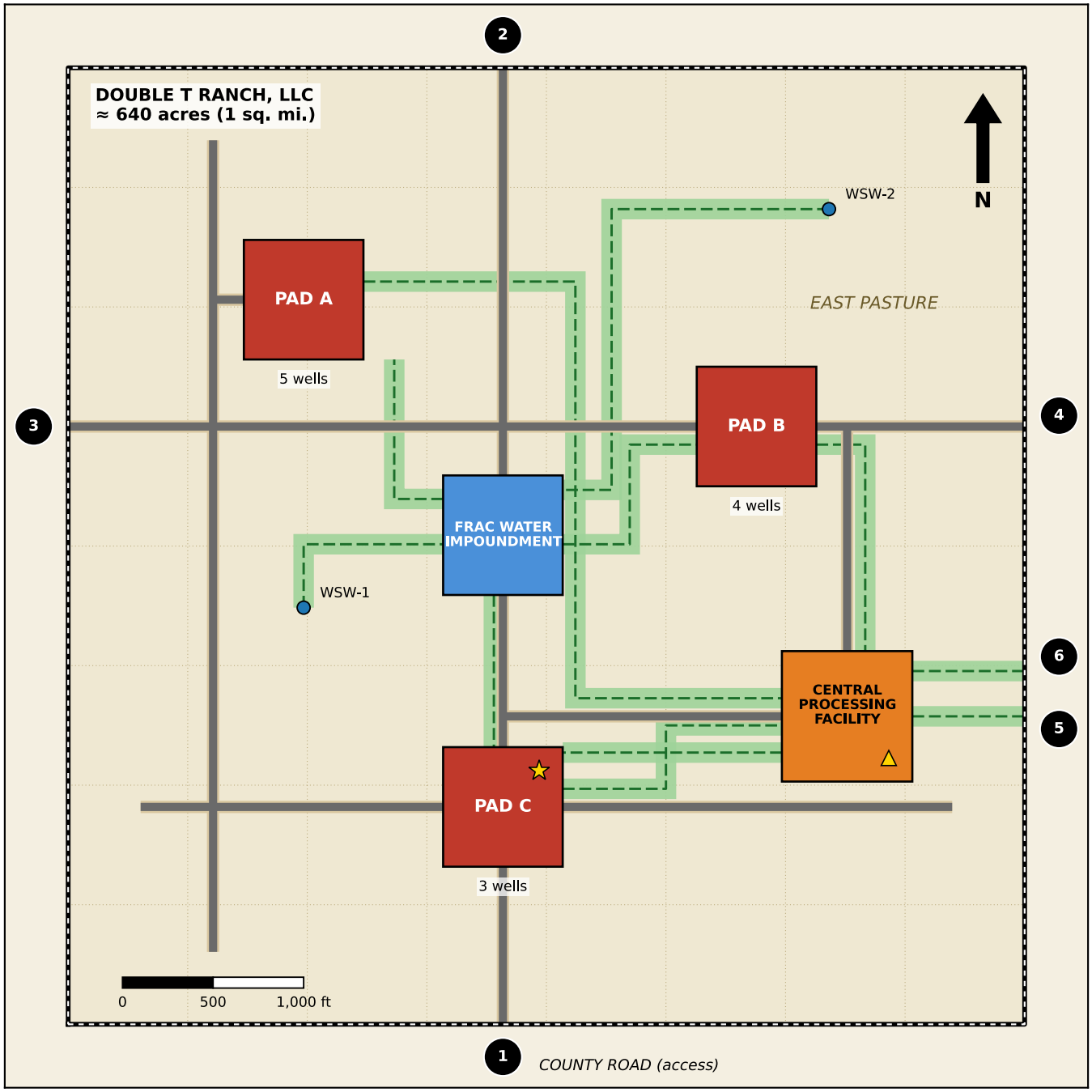
EXHIBIT 8

12 horizontal wells • 31,920 ft of lateral • 168 frac stages • well schedule on next page

Schematic; locations approximate. Fracture wings shown at an assumed 300-ft half-length, perpendicular to each lateral. Vertical depths not shown.

Double T Development Plan — Site Map

Double T Ranch, approx. 640 acres, Llano Verde County, Texas • Prepared by Texxon Oil, Co., Land & Legal Dept. • March 14, 2025



Drilling pad (3 × 10 ac.; 12 horizontal wells)

Frac water impoundment (10 ac.)

Central processing facility (12 ac.)

Lease road, 40-ft caliche / 60-ft ROW (≈ 4.25 mi.)

Trenched pipeline, 100-ft temp. / 50-ft perm. (≈ 3.25 mi.)

Saltwater disposal well (Pad C) / flare stack (CPF)

Fresh-water supply well (2)

High fence — perimeter

3-D seismic lines, 660-ft spacing (entire Property)

Fence crossings:

①–④ lease roads (S, N, W, E) ⑤ gas export line ⑥ oil export line

EXHIBIT 9

Double T Ranch, LLC – 2025 Summary

Exotic game hunting operation, 640-acre ranch. Pre-tax operating results.

Total revenue	$2,823,000
Total costs	$890,260
Total profit	$1,932,740
Profit margin	68.5%
Total hunts	126
Helicopter hunts	20
Average revenue per hunt	$22,405

Revenue by line	Hunts	Revenue	% of revenue
Kudu	54	$1,620,000	57.4%
Sable	24	$288,000	10.2%
Bongo	23	$345,000	12.2%
Blackbuck antelope	25	$450,000	15.9%
Helicopter add-on	20	$120,000	4.3%
Total	**126**	**$2,823,000**	**100.0%**

Month	Revenue	Total costs
Jan	$99,000	$53,163
Feb	$135,000	$57,683
Mar	$171,000	$63,203
Apr	$186,000	$64,503
May	$219,000	$70,763
Jun	$264,000	$78,263
Jul	$276,000	$79,503
Aug	$318,000	$86,943
Sep	$321,000	$88,803
Oct	$324,000	$89,663
Nov	$318,000	$89,543
Dec	$192,000	$68,223

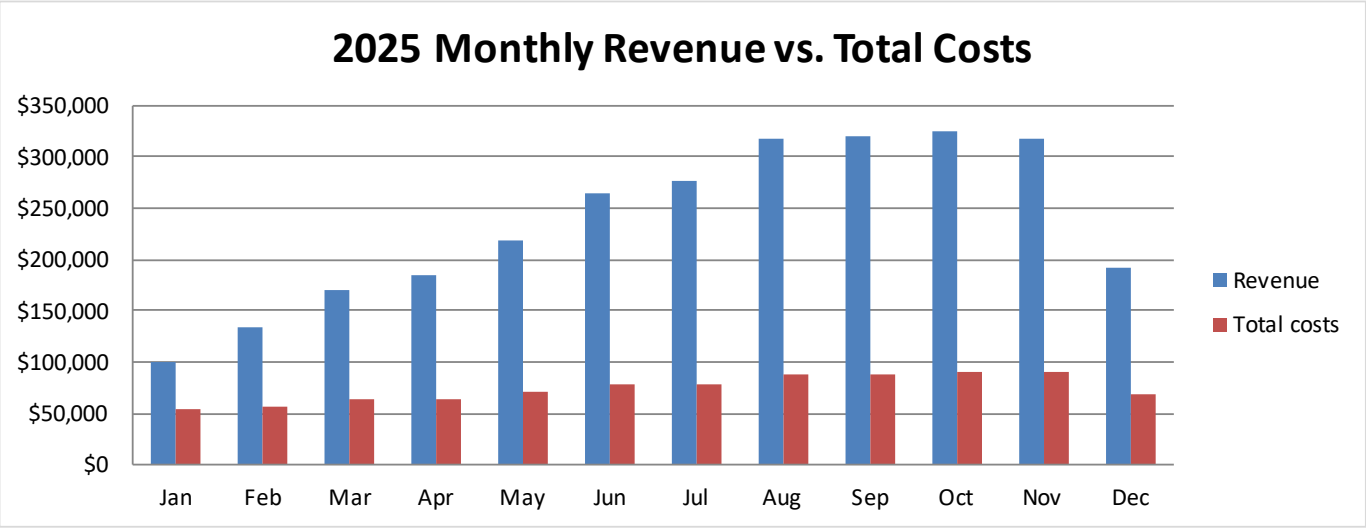


EXHIBIT 10

LONE STAR DEPARTMENT OF PUBLIC SAFETY

CRIMINAL RECORD

The information contained in this record reflects only information contained in the Computerized Criminal History database maintained by the Lone Star Department of Public Safety. Contact the contributing agency for specific or additional information regarding charges or dispositions. The contents of this record are confidential and intended for dissemination only to criminal agencies or other individuals or agencies authorized by law to receive criminal history record information. UNAUTHORIZED USE OR DISCLOSURE OF THE INFORMATION CONTAINED IN THIS RECORD MAY RESULT IN SEVERE CRIMINAL PENALTIES. SEE SECTION 411.085 OF THE LONE STAR GOVERNMENT CODE.

LONE STAR DEPARTMENT OF PUBLIC SAFETY COMPUTERIZED CRIMINAL HISTORY.

THE FOLLOWING RECORD PERTAINS TO DPS NUMBER LS 10293.

THE FOLLOWING PERSON HAS A CRIMINAL HISTORY RECORD AT THE STATE OF LONE STAR DPS AS OF 10-15-2026.

NAME
Ben Fonville

DATE OF REPORT	**ORIGINATION DATE**	**DATE OF LAST UPDATE**
05-13-2026	09-14-1997	12-18-2026

CRIMINAL HISTORY

Offense Date	**Offense**	**Disposition**	**Penalty**	**Charge Type**
11-30-2025	Aggravated Assault	Guilty	180 Days Confinement; 2 Years Parole	Felony
03-12-2022	Perjury	Guilty	6 Month Probation	Misdemeanor
06-05-1998	Felony Murder	Not Guilty	N/A	Felony
06-05-1998	Burglary	Charges Dropped	N/A	Felony
09-14-1997	Assault	Not Guilty	N/A	Misdemeanor

EXHIBIT 11

Texxon Oil, Co.
Attn: Land Department
123 Main Street,
Worth Fort, Lone Star 76217.

To Whoever Is Responsible:

I have received your notice describing your plans to put multiple wells, pads, roads, and frac operations on my ranch. I have read it twice. My answer is no.

I have spent years building a business on this land. People travel from around the world and pay me tens of thousands of dollars to hunt animals that cannot be replaced overnight. Those animals do not tolerate noise, trucks, lights, or **STRANGERS**. What you have described would end my business, and I do not intend to let that happen.

So there is no confusion: **if your crews, contractors, or surveyors set foot on this ranch without my permission, I will treat them as trespassers, and I will deal with them as I see fit.** I own a lot of land and a lot of firearms. Nobody will be able to say they were not warned. Your people should think carefully about whether any lease is worth what happens when they drive through my gate.

Do not send a landman to "talk it over." Do not send a lawyer with a smile and a folder. If someone shows up uninvited, they will not like how the conversation goes. I will also make sure every one of your trucks, rigs, and pieces of equipment that comes near my fence line has problems. I know every road, creek bed, and cattle guard on this place, and you do not.

I have sat on this ranch for my entire life. I can sit here a lot longer than you can afford to wait.

Stay off my property.

Insincerely,

Your Worst Nightmare

EXHIBIT 12

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ENERGY & ENVIRONMENT

Texxon's Mesquite Hollow Wells Leave Scarred Land, Poisoned Creek and a Wildlife Population in Collapse

Eleven-well project in Cutter County disturbed some 140 acres of native grassland and sent 38,000 gallons of wastewater into Dry Fork Creek, state records show; biologists say deer population has fallen by more than 85 percent

By Katie Reeb | Staff Writer

CUTTER COUNTY, Lone Star — When Texxon Oil, Co. broke ground on its Mesquite Hollow project in the spring of 2023, company officials promised a "responsible, carefully managed" development. Nearly two years later, the eleven-well project stands as one of the most devastating oil projects in United States history.

According to state records and interviews with landowners and wildlife biologists, the project disturbed roughly 140 acres of a 620-acre tract of native grassland. Land restoration, which Texxon said would be finished within a year of completion, remains largely undone.

In August 2024, an estimated 38,000 gallons of produced water—the chemical-laden wastewater that comes up with oil—across pasture and into Dry Fork Creek. State regulators confirmed a fish kill stretching nearly two miles downstream and fined Texxon $412,000 for the spill and for notifying the state 31 hours late.

MESQUITE HOLLOW BY THE NUMBERS

11 wells on 4 drilling pads
140 acres disturbed of a 620-acre tract
38,000 gallons of produced water spilled
2 miles of Dry Fork Creek fish kill
$412,000 state fine against Texxon
64 → 9 deer counted before vs. after

The wildlife toll may prove longer lasting. Dr. Kiera Figgins, a wildlife ecologist at Lone Star University, surveyed the area in the fall of 2024 and counted nine deer on and around the tract, down from 64 recorded by a state survey before drilling began. Quail that once numbered in the dozens were essentially absent, she said, and nesting grassland birds had largely vanished from the areas around the pads.

Residents described round-the-clock drilling noise, floodlights visible for miles, and heavy truck traffic that at times exceeded 200 trips a day on lease roads. Landowners reported at least 23 deer killed by vehicles or entangled in fencing along the project during construction.

Dylan Potts, a senior landman at Texxon, said the company "operates in full compliance with its permits and state law, took immediate steps to clean up the release, and remains committed to the communities where it operates." Potts declined to answer questions about the delayed environmental restoration or the affected wildlife population.

The surface owner of the tract, Cooper Furlow, said the per-acre damage payment it received "didn't come close" to what was lost. Under long-standing Lone Star law, the mineral owner holds the right to use the surface to develop oil and gas, leaving landowners with little say over how a project is laid out.

A legislative committee has scheduled a hearing on the Mesquite Hollow spill for March. Figgin's full survey is expected to be published this spring.

EXHIBIT 13