CAUTION

Documents in this file have been placed in Table of Contents order and scanned.

Please help keep documents in content order and let the ScanLab know when new documents are added to this file.

Thank you for your assistance.

Archives and Records Staff

MF111869

Sec. 1, BIK. 55

Leasing:

Analyst:

Maps:

GIS: WC

tate Lease	Control	Base File	County
F111869	07-103378	117933	REEVES
F111869	07-103396	117556	REEVES
F111869	07-103412	117497	REEVES
F111869	07-103458	104184	REEVES

PUBLIC SCHOOL LAND Survey Block 53 55

Block Name Township

Section/Tract 22, 27, 34, 38, 46, 47, 48, 1

Land Part Part Description

4445.7 Acres

Depth Below Depth Above Depth Other

See Lease

LEGEND NATURAL GAS IV, LP Name 9/1/2010 Lease Date

5 yrs Primary Term \$0.00 \$0.00 0.1250 Lease Royalty

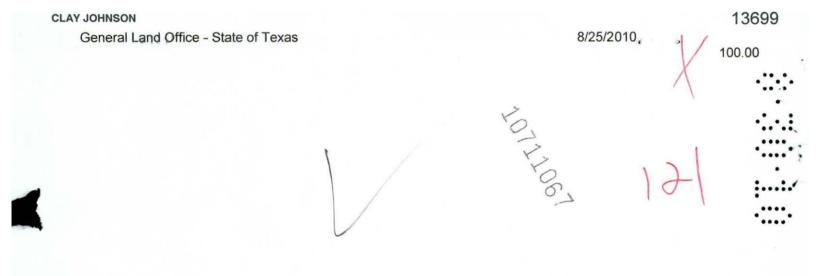
Bonus (\$) Rental (\$)

CONTENTS OF FILE NO. MF- 11869

Potto + fee 198/10 M. Notice of Reastablished Production 8:30-16 2. Option 19/10 20/155 ign ID # 9849 3. Option of the 10/8/10 Rom: Nadel 3 Guss To: Endurance 10/9/16 W. Atter bornes, + fee 11/4/10 Rom: Nadel 3 Guss To: Endurance 10/9/16 W. Atter bornes, + fee 11/4/10 Rom: Nadel 3 Guss To: Endurance 10/9/16 W. Atter bornes, + fee 11/4/10 Romerod of the 10/35 Endurance (D. Atterior 1/9/17 1/2/10 Endurance (D. Atterior D. Atterior 1/9/17 1/2/10 Endurance (D. Atterior D. Atterior		
3. Setter forms, & fee 10/8/10 From: Nadel & Guss To: Endurance 10/9/16 4. Setter forms, & fee 10/8/10 From: Nadel & Guss To: Endurance 10/9/16 5. 7) Starts 11/4/10 (2) Assign ID # 10135 6. 1810 Letter 11/2/10 Endurance (B) Attack 1/9/17 7-12 Leases 14-F 11/4/10 30. Partial Release (Sec.) 03/2/17 13 (case of 10/8/10) 30. Partial Release (Sec.) 03/2/17 13 (case of 10/8/10) 30. Partial Release (Sec.) 03/2/17 14. Pentals - Lease 1-4th + 5th years 08/2/2013 23. Letr + fees of Intent to begin 5/8/17 15. Rentals - Lease 1-4th + 5th years 08/2/2013 24. Notice of Intent to begin 5/8/17 15. Rentals - Lease 1-4th + 5th years 08/2/2013 25. Pentals - Lease 1-4th + 5th years 08/2/2013 26. Pentals - Lease 1-4th + 5th years 08/2/2013 27. Pentals - Lease 1-4th + 5th years 08/2/2013 28. Pentals - Lease 1-4th + 5th years 08/2/2013 29. Pentals - Lease 1-4th + 5th years 08/2/2013 20. Tentals - Lease 1-4th + 5th years 08/2/2013 20. Tentals - Lease 1-4th + 5th years 08/2/2013 21. Letr + from Atlantic 5/11/7 22. Rentals - Lease 1-4th + 5th years 08/2/2013 23. Letr - From Atlantic 5/11/7 24. North Recycle 9-7-7-7 25. Canned 17 (10/12) 26. MF 11132 #11 for Assignment #8672 27. Division Order 4-14 28. Division Order 4-16 29. Assignment 128-17 29. Division Order 4-19-10 20. North Recycle 11-30-17 25. Agree Paul 11-4-2018, 1	1. Letter + Lu 8/30/10	3. Notice of Roustablished Production 8:20.11
3. Jetter Jonne, + fee 10/8/10 From: Nade & Guss To: Endurance 10/9/14 4. Jetter, bornes, + fee 11/4/10 Scanned # 1025-16 5. 7) Leaves 11/4/10 (2) Assign ID # 10135 6. 1810 Letter 11/2/10 Endurance (B) Atlastic 1/9/17 7-12 Leaves 14 - F 11/4/10 Scanned 1-1/1-17 13 Lease of 10/8/10 30. Partial Release (Sec. 1) 08/2/17 13 Lease of 10/8/10 30. Partial Release (Sec. 1) 08/2/17 31. Litr + fees 33 32/2/18 14. Fentals - Lease 1- 4th + 5th years 20/8/2/2/3 32. Litr + fees 33 12/2/17 33. Notice of intent to begin 5/8/17 15. Fentals - Lease 16 - 4th + 5th years 20/8/2/2/3 34. Hing and completion of 18. Fentals - Lease 16 - 4th + 5th years 20/8/2/2/3 15. Fentals - Lease 16 - 4th + 5th years 20/8/2/2/3 16. Fentals - Lease 16 - 4th + 5th years 20/8/2/2/3 17. Fentals - Lease 16 - 4th + 5th years 20/8/2/2/3 18. Fentals - Lease 16 - 4th + 5th years 20/8/2/2/3 19. Fentals - Lease 16 - 4th + 5th years 20/8/2/2/3 21. Litr - From Atlantic 5/11/7 22. Fentals - Lease 16 - 4th + 5th years 20/8/2/2/3 33. Litr - From Atlantic 5/11/7 35. Pooling Ayrath. Pucket # 8316 Scanned 17 10 21-12 35. Pooling Ayrath. Pucket # 8316 Scanned 17 10 21-12 35. Pooling Ayrath. Pucket # 8316 Scanned 17 10 21-12 35. Pooling Ayrath. Pucket # 8316 Scanned 17 10 30 418 Scanned 18 347 36. Ayrathal 289-36501 Units 1893 (2)2811 Scanned 18 24-16 20. Division Order 4-19-16 21. Division Order 4-19-16 22. Division Order 4-19-16 23. Ayrathal 10471 Atlantic 40. North Recycles 11-30-17 25. Ayrathal		3297+55ign ID #9849
4. Fitter, bonns, + fee 1/4/10 Scanned 15 10 135 6. 17 Leares 11/4/10 (29) Assign FD # 10135 6. 1810 letter 11/2/10 Endurance (B) Atlastic 1/9/17 7-12 Leases 11- F 11/4/10 Scanned 1-1/1-17 13 (2058 C 10/8/10) 30. Partial Release (Sec. 1) 08/22/17 13 (2058 C 10/8/10) 30. Partial Release (Sec. 1) 08/22/17 15. Reptals - Lease 16. 4th x 5th years 08/28/2013 23. Notice of intent to begin 5/8/17 15. Reptals - Lease 16. 4th x 5th years 08/28/2013 24. Reptals - Lease 16. 4th x 5th years 08/28/2013 25. Reptals - Lease 16. 4th x 5th years 08/28/2013 26. Reptals - Lease 16. 4th x 5th years 08/28/2013 27. Reptals - Lease 16. 4th x 5th years 08/28/2013 28. Reptals - Lease 16. 4th x 5th years 08/28/2013 29. Reptals - Lease 16. 4th x 5th years 08/28/2013 31. Ltr. trum Atlantic 5/18/17 20. Reptals - Lease 16. 4th x 5th years 08/28/2013 31. Ltr. trum Atlantic 5/18/17 20. Reptals - Lease 16. 4th x 5th years 08/28/2013 31. Ltr. trum Atlantic 5/18/17 20. Reptals - Lease 16. 4th x 5th years 08/28/2013 31. Ltr. trum Atlantic 5/18/17 21. Partials - Lease 16. 4th x 5th years 08/28/2013 32. Ltr. trum Atlantic 5/18/17 23. Reptals - Lease 16. 4th x 5th years 08/28/2013 33. Ltr. trum Atlantic 5/18/17 24. MF 111132 #11 for Assignment #8612 25. North Reevel 7-777 26. MF 111132 #115 for Assignment #8188 26. Align #1037 25427 28. Commed 11 24-16 29. Drilling Permit 389-36/150 Unit8/1893 9/28/17 21. Division Dida 3-20-16 21. Division Dida 3-20-16 22. Division Dida 3-20-16 23. Apree Preu) 24. Evenuel 11. Cat of Each 11/15/17 25. Apree Preu) 26. Apree Preu) 27. Apree Preu)	1 1	From: Nadel 3 Guss To: Endurance 10/19/16
5. (7) Alares 11/4/10 (29) Assign TD # 10135 (e. 1010 litter 11/22/10 Endurance Po Atlantic 11/9/17 7-12 Leases A-F 11/4/10 scanned 17/1/7 13 [2058 C 10 8/10 30. Partial Release (Sc. 1) 03/22/17 5. Earlie - Lease A-4th y 5th years 08/29/2013 32. Notice of Intent to begin 5/8/17 15. Fentals - Lease B-4th y 5th years 08/29/2013 dilling and completion of the Fentals - Lease C-4th y 5th years 08/29/2013 the State Gateway 37-48 17. Fentals - Lease D-4th y 5th years 08/29/2013 the State Gateway 37-48 18. Fentals - Lease E-4th y 5th years 08/29/2013 unit 83/16. 19. Fentals - Lease E-4th y 5th years 08/29/2013 33. Ltt. From Atlantic 5/14/7 20. Fentals - Lease E-4th y 5th years 08/29/2013 33. Ltt. From Atlantic 5/14/7 20. Fentals - Lease E-4th y 5th years 08/29/2013 33. Ltt. From Atlantic 5/14/7 20. Fentals - Lease E-4th y 5th years 08/29/2013 33. Ltt. From Atlantic 5/14/7 20. Fentals - Lease E-4th y 5th years 08/29/2013 33. Ltt. From Atlantic 5/14/7 21. Earlie - Lease E-4th y 5th years 08/29/2013 33. Ltt. From Atlantic 5/14/7 22. Earlie - Lease E-4th y 5th years 08/29/2013 33. Ltt. From Atlantic 5/14/7 23. EMF 111132 #13 For Assignment #8979 34. Ltt. to Atlantic 6-1-20/7 24. North Roevel 9-7777 25. Mails 7-1-14 32. Allign # 10374 Atlantic 7-15/14 39. Drilling Permit 389-36450 Units 1893 9/28/17 24. Division Order 4-19-16 32. Canned 49. 28-20/7 25. Apree Preu) 1-4-20/8/1		
(c. 1810) letter (1/27) 10 Endurance (1) Atlastic (1/9/17) 7-12 Leases A-F 11 4/10 scanned 1 1-11-7 13 Lase O 108/10 30. Partial Release (Sec. 1) 03/22/17 31. Letr + fees 03/22/17 32. Notice of intent to begin 5/8/17 15. Rentals - Lease A-4th x 5th years 08/26/2013 drilling and completion of 1 16. Rentals - Lease C-4th x 5th years 08/26/2013 drilling and completion of 1 17. Rentals - Lease D-4th x 5th years 08/26/2013 drilling and completion of 1 18. Rentals - Lease C-4th x 5th years 08/26/2013 drilling and completion of 1 18. Rentals - Lease C-4th x 5th years 08/26/2013 drilling and completion of 1 18. Rentals - Lease C-4th x 5th years 08/26/2013 drilling and completion of 1 18. Rentals - Lease C-4th x 5th years 08/26/2013 drilling and completion of 1 18. Rentals - Lease C-4th x 5th years 08/26/2013 drilling and completion of 1 18. Rentals - Lease C-4th x 5th years 08/26/2013 drilling 4 (42-389-35747) 18. Rentals - Lease C-4th x 5th years 08/26/2013 drilling 4 (42-389-35747) 28. Rentals - Lease C-4th x 5th years 08/26/2013 33. Ltr. From Atlantic 5/16/17 30. Rentals - Lease C-4th x 5th years 08/26/2013 34. Ltr. From Atlantic 5/16/17 31. Ltr. From Atlantic 5/16/17 32. Rentals - Lease C-4th x 5th years 08/26/2013 34. Ltr. From Atlantic 6/16/17 32. Apree MF 111132 tt 11 for Assignment #8979 36. Avrign #10374 Atlantic 6/16/17 32. Commed 1 - 14 - 16 33. Compl. Rept. API 389-35147 9/28/17 34. Ltr. From Atlantic 6/16/17 35. Apree Men 10 5td of 13 5td 14 10 5/17 36. Apree Men 10 5td of 13 5td 14 10 5/17 37. Drilling Permit 389-36150 Unit8/39 9/28/17 38. Commed 1 - 14 - 16 39. Drilling Permit 389-36150 Unit8/39 9/28/17 30. Commed 1 - 14 - 16 31. Drilling Permit 389-36150 Unit8/39 9/28/17 32. Drilling Permit 389-36150 Unit8/39 9/28/17 33. Elling 1 - 14 - 16 34. Monday 1 - 14 - 16 35. Apree Men 1 - 14 - 20/8/17 36. Apree Men 1 - 14 - 20/8/17		(29) Assign ID # 10135
7-12 Leases A-F 11 4 10 seanned 1-11-7 13 Lease O 10810 30. Partial Release (Sec. 1) 08/22/17 31. Ltr + fees 03/22/17 31. Ltr + fees 03/22/17 32. Notice of intent to begin 5/8/17 15. Rentals - Lease B. 4th + 5th years 08/22/2013 dvilling and completion of the Rentals - Lease C. 4th + 5th years 08/22/2013 the State Gateway 37-48 17. Rentals - Lease D- 4th + 5th years 08/22/2013 white 8316. 18. Rentals - Lease E- 4th + 5th years 08/22/2013 unit 8316. 19. Rentals - Lease E- 4th + 5th years 08/22/2013 33. Ltr. From Atlantic 5/16/17 30. Rentals - Lease E- 4th + 5th years 08/22/2013 34. Ltr. From Atlantic 5/16/17 30. Rentals - Lease E- 4th + 5th years 08/22/2013 31. Ltr. From Atlantic 5/16/17 32. Rentals - Lease E- 4th + 5th years 08/22/2013 34. Ltr. From Atlantic 5/16/17 35. Pooling Hymit. Pucket # 93/6 See MF 111132 #11 for Assignment #86/12 5the Conference of the Conf		
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14. Bentals - Lease A - 4th + 5th years 18/2/2013 15. Bentals - Lease B - 4th + 5th years 18/2/2013 16. Bentals - Lease B - 4th + 5th years 18/2/2013 17. Bentals - Lease C - 4th + 5th years 18/2/2013 17. Bentals - Lease C - 4th + 5th years 18/2/2013 18. Bentals - Lease D - 4th + 5th years 18/2/2013 19. Bentals - Lease E - 4th + 5th years 18/2/2013 19. Bentals - Lease F - 4th + 5th years 18/2/2013 10. Bentals - Lease F - 4th + 5th years 18/2/2013 10. Bentals - Lease F - 4th + 5th years 18/2/2013 11. Lt. Trum Atlantic 5/4/7 20. Bentals - Lease F - 4th + 5th years 18/2/2013 31. Lt. Trum Atlantic 5/4/7 21. Bentals - Lease F - 4th + 5th years 18/2/2013 32. Lt. Trum Atlantic 5/4/7 22. MF 11132 #13 For Assignment #8612 33. Conned 10. A true outgrowth for Standard for Atlantic 6/-2012 Scenard 11. Samued 11. Government #87188 Scenard 10. A true for Assignment #87189 Scenard 10. A true for Assignment #87189 Scenard 10. A true for Assignment #87188 Scanned 10. A true for Assignment #87188 Scanned 10. A true for Assignment #9188 Scanned 10. Drilling Permit 389-36150 Unit 8219 21. Division Order 3-20-16 22. Division Order 4-19-16 23. Emails 1-15-10 24. Stower 11. 30-17 25. Agree freq 1.	13 Lease 6 10/8/10	
14. Bentals - Lease A - 4th + 5th years 18/2/2013 32. Notice of Intent to begin 5/8/17 15. Bentals - Lease B - 4th + 5th years 08/20/2013 dilling and completion of 16. Bentals - Lease C - 4th + 5th years 08/20/2013 the State Gateway 37-48 17. Bentals - Lease D - 4th + 5th years 08/20/2013 well #3H (42-389-35747) 18. Bentals - Lease E - 4th + 5th years 08/20/2013 33. Lt. From Hellantic 5/11/7 20. Bentals - Lease E - 4th + 5th years 08/20/2013 34. Lt. From Hellantic 5/16/7 30. Bentals - Lease E - 4th + 5th years 08/20/2013 34. Lt. From Hellantic 5/16/7 30. Mentals - Lease E - 4th + 5th years 08/20/2013 35. Pooling Hyrnt. Pucket # 8316 See MF 111132 #11 for Assignment #8612 5thate Gateway 37-48 /n.t 5/16/7 See MF 111132 #13 For Assignment #8929 36. Assignment #7929 See MF 111132 #15 For Assignment #7929 See MF 111132 #15 For Assignment #79188 Gee MF 056 135 #1/4 7-2-15 31. Drilling Permit for AP1 389-36504 9/28/17 32. Drilling Permit 389-36150 Unit 8/13 9/28/17 32. Drilling Permit 389-36150 Unit 8/13 9/28/17 33. Canned Pt 24-16 39. Drilling Permit 389-36150 Unit 8/13 9/28/17 34. Division Order 4-19-16 41. Cart - 1 Ect 11/15/17 25. Division Order 4-19-16 41. Cart - 1 Ect 11/15/17 35. Agree Ment	scanned PJC 4-17-13	
16. Rentals - Lease C 4th = 5th years 08/29/2013 the State Gateway 37-48 17. Rentals - Lease D - 4th = 5th years 08/29/2013 well #3H (42-389-35747) 18. Rentals - Lease E - 4th = 5th years 08/29/2013 is well #3H (42-389-35747) 19. Rentals - Lease E - 4th = 5th years 08/29/2013 is Lt. From Atlantic 5/11/7 20. Rentals - Lease G - 4th = 5th years 08/29/2013 is Lt. From Atlantic 5/11/7 21. Rentals - Lease G - 4th = 5th years 08/29/2013 is Lt. From Atlantic 5/11/7 22. Rentals - Lease G - 4th = 5th years 08/29/2013 is Lt. From Atlantic 5/11/7 23. Pooling Hyrnt. Pucket # 8316 See MF 111132 #11 for Assignment #8612 State Gateway 37-48 /n: t 5/16/17 See MF 111132 #13 For Assignment #8777 is Canned ft 6-1-2017 See MF 111132 #13 For Assignment #9188 Scanned Pt 8-1-14 Go North Reevel 9-7-7-7 See MF 111132 #15 For Assignment #9188 Scanned Pt 9347 33. Compl. Rept. AP1 289-35427 9/28/17 24-16 29. Drilling Permit 389-36/50 Unit 8/18/3 9/28/17 Scanned Pt 9-1-16 21. Division Order 3-20-16 40. Drilling Permit 389-36/50 Unit 8/18/3 9/28/17 23. Emails 7-15-14 42. Assign# 10471 Atlantic 24. More the Reevel 11-30-17) 25. Agree Then	14. Pentals - Lease A- 4th + 5th years 08/29/2013	32. Notice of intent to begin 5/8/17
17. Frontals - Lease D - 4th & 5th years optimizated well #3H (42-389-35747) 18. Bentals - Lease E - 4th & 5th years optimizated unit 8316. 19. Bentals - Lease E - 4th & 5th years optimizated unit 8316. 19. Bentals - Lease E - 4th & 5th years optimizated unit 8316. 20. Bentals - Lease E - 4th & 5th years optimizated 34. Lts. for Atlantic 5/16/17 Scanned DA 10-21-13 35. Pooling Hyrnt. Pucket # 8316 See MF 111132 #11 for Assignment #8612 State Gateway 37-48 /Not 5/16/17 Scanned Pt 8-1-14 Go. North Reevel 9-7-7-7 See MF 111132 #13 For Assignment #9188 Scanned Pt 8-1-14 Go. North Reevel 9-7-7-7 See MF 111132 #15 For Assignment #9188 Scanned Pt 9347 33. Compl. Rpt. API 389-36304 9/21/11 Scanned Pt 24-16 39. Drilling Permit 389-36304 9/28/17 Scanned Pt 24-16 39. Drilling Permit 389-3650 Unit8/93 9/28/17 Scanned Pt 4-1-16 Scanned & 9-28-2017 21. Division Order 4-19-16 41. Cat - 8 Feet 11/15/17 23. Email 7-15-14. Assign #10471 Atlantic 24. Morth Reevel 11-30-17) 25. Agree Prent	15. Rentals - Lease B. 4th + 5th years 08/29/2013	drilling and completion of
18. Bentals- Lease E- 4th & 5th years 08/28/2013 Unit 8316. 19. Bentals- Lease E- 4th & 5th years 08/28/2013 33. Ltr. From Atlantic 5/16/17 20. Bentals- Lease E- 4th & 5th years 08/28/2013 34. Ltr. to Atlantic 5/16/17 Scanned Deg 10-21-13 35. Pooling Agrat. Pucket # 9316 See MF 111132 #11 for Assignment #8612 State Gateway 37-48 /nit 5/16/17 Scanned Mt 7-9-14 scanned Pt 6-1-2017 See MF 111132 #13 For Assignment #8979 36. Avign # 10374 Atlantic Scanned Pt 8-1-14 For North Reevel 9-717 See MF 111132 #15 for Assignment #9188 Scanned W 9. K. 2017 Gee MF 056135 #114 72-15 37. Drilling Permit for AP1389-36304 9/28/17 Scanned Pt 24-16 39. Drilling Permit 389-36150 Unit8/193 9/28/17 21. Division Order 3-20-16 40. Drilling Permit 389-36150 Unit8/193 9/28/17 22. Division Order 4-19-16 41. Cat of Each 115/17 23. Emails 7-15-16/42. Assign# 10471 Atlantic 24. Money		the State Gateway 37-48
19. Rentals- Lease F. 4th & 5th years 08/29/2013 33. Ltr. From Atlantic 5/16/17 20. Rentals- Lease G- 4th & 5th years 08/29/2013 34. Ltr. to Atlantic 5/16/17 Scanned DA 10-21-13 35. Pooling Ayrat. Pucket # 8316 See MF 111132 #11 for Assignment #8672 5tate Georgewy 37-48 Vait 5/16/17 Scanned Pt 9-14 Scanned Pt 6-1-2017 See MF 111132 #13 For Assignment #8977 36. Avign # 10374 Atlantic Scanned Pt 8-14 Geo MF 111132 #15 for Assignment #9188 Scanned Pt 9-8-15 Ltr. From Atlantic 5/16/17 Scanned Pt 9-14 Scanned Pt 9-14 Scanned Pt 9-15 37. Drilling Permit for AP1 389-36304 9/21/17 38. Compl. Rpt. AP1 389-36304 9/28/17 39. Drilling Permit 389-36150 Unit 8/193 9/28/17 Scanned Pt 24-16 39. Drilling Permit 389-36150 Unit 8/193 9/28/17 Scanned Pt 4-(-16 Scanned A 9-28-2017 21. Division Order 4-19-16 41. Cat of Each 11/5/17 23. Emails 7-15-16 42. Avign # 10471 Atlantic 40 North Recyel 11-30-17) 25. Agree Prent		
20. Rentals lease 6-4th 5th years 08/2008 34. Lt. to Athantic 5/16/17 Scanned DY 10-21-13 35. Pooling Agrat. Pucket # 8316 See MF 111132 #11 for Assignment #8672 State Gateway 37-48 Vait 5/16/17 Scanned MF 79-14 scanned Pt 6-1-2017 See MF 111132 #13 For Assignment #8971 36. Align # 10374 Atlantic Scanned Pt 8-1-14 Ge MF 11132 #15 for Assignment #9188 Scanned W 7: K: 2017 Scanned Pt 79-15 Scanned Pt 24-16 39. Drilling Permit 389-36150 Unit 8693 9/28/17 Scanned Pt 24-16 29. Drilling Permit 389-35147 Unit 8316 9/28/17 Scanned Pt 4-1-16 Scanned Pt	18. Bentals - Lease E - 4th \$ 5th years 08/29/2013	
Scanned D9 10-21-13 35. Pooling Hyrnt. Pucket # 8316 See MF 111132 #11 for Assignment #8672 State Gateway 37-48 /n:t 5/16/17 Scanned Pt 7-9-14 scanned Pt 6-1-2017 See MF 111132 #13 For Assignment #8979 36. Avign # 10374 Atlantic Scanned Pt 8-1-14 (fo) North Reevel 9-777 See MF 111132 #15 For Assignment #9188 Scanned W 9. K. 2017 Gee MF 056 135 #114 7-9-15 37. Drilling Permit for AP1 389-36304 9/21/17 Larry Assint 9347 38. Compl. Rpt. AP1 389-36304 9/28/17 Scanned Pt 24-16 39. Drilling Permit 389-36150 Unit 8/193 9/28/17 21. Division Order 3-20-16 40. Drilling Permit 389-36150 Unit 8/316 9/28/17 22. Division Order 4-19-16 41. Cost of Feet whister 23. Emails 7-15-16 42. Assign # 10471 Atlantic 24. Snowen Followed the North Reeves 11-30-17) 25. Agree Ment Scanned A 1-4-2018, 1	,	1
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CONTENTS OF FILE NO. MF- 111869

44. Commingling Denial	2/6/2018	61. ReconB	selling	6/4/2024
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Clay Johnson Oil & Gas Properties

203-WEST WALL, SUITE 202*MIDLAND, TEXAS 79701 *(432) 684-4110* FAX (432) 684-5166



AAPL-CPL

August 225, 2010

GENERAL LAND OFFICE

Mr. Drew Reed Stephen F. Austin Bldg. 1700 North Congress Ave. Austin, TX 78701

Re: Approval Request, Oil and Gas Lease, Sections 22, 27, 34, 38, 46, 47 & 48, Block 53. PSL Survey, and Section 1 Block 55, PSL Survey

Culberson County, Texas Reeves

Dear Drew:

Reenes

The Deed Records of Culberson County, Texas indicate that McCamey Farm & Ranch, L.P. owns an undivided 1/6th surface interest under the above referenced mineral classified lands.

A trade has recently been made for an Oil and Gas Lease covering the above interest based on the following terms: \$752.00 per net mineral acre for bonus consideration, 1/4th royalty for a Five (5) year lease, with escalated rentals for the fourth year at \$751.00 per acre.

I have enclosed copies of these lease for the approval of the General Land Office, as well as a personal check in the amount of \$100.00 for the States processing fee.

If you have any questions please advise. Your prompt and favorable response will be greatly appreciated. Thank you for your time and consideration on this matter. Nothing for See, 20, lek. 53

Respectfully,

Mary Kay Brasuel

M. y Brack

Enclosures:



Date Filed: \$\(\frac{1}{20} \) | 0

Jerry Patterson, Commissioner

RAL REVIEW SHEET

6922 R. Widmayer Transaction # Geologist: III McCamey Farm & Ranch, LP 9/1/2010 Lessor: Lease Date: Legend Natural Gas IV, LP 4445.7 Lessee: Gross Acres: 740.95 Net Acres: LEASE DESCRIPTION PIN# Base File No **Part Block** Abst# County Sec. Two Survey ALL 22 3570 REEVES 07-103378 117933 53 00 PUBLIC SCHOOL LAND 07-103396 N/2 & SW/4 27 PUBLIC SCHOOL LAND 3568 REEVES 117556 53 00 00 PUBLIC SCHOOL LAND 3567 REEVES 117497 ALL 34 53 07-103412 ALL 38 53 00 PUBLIC SCHOOL LAND 2981 REEVES 104184 07-103458 REEVES 99541 ALL 46 53 00 PUBLIC SCHOOL LAND 2657 07-103467 N/2, SU/4, W/2 SE/4 07-103476 53 Block 55 07-103485 TERMS RECOMMENDED 48 53 N/2, 5=/4, E/2 SU/4 **TERMS OFFERED** Spetion 1 5 years 5 years **Primary Term: Primary Term** 07-103500, N12 SU14. \$750.00 \$750.00 Bonus/Acre: Bonus/Acre 54/4 54/4 \$1.00 \$1.00 Rental/Acre: Rental/Acre 1/4 1/4 Royalty: Royalty **COMPARISONS**

MF#	Lessee	Date	Term	Bonus/Ac.	Rental/Ac.	Royalty	Distance Last Lease
MF110580	EOG Resources, Inc.	12/10/2009	3 years	\$400.00	\$10.00	1/4	Adjacent NE

Comments:	Paid up rentals for the 2nd and 3rd years, year.	4th year rental will be \$750.00 per acre and will pay up the 5th
	/ /	

Approved: M 9/2/10

RELINQUISHMENT ACT LEASE APPLICATION

Texas General Land Office		Jerry Pa	tterson, Commissioner
TO: Jerry Patterson, Commissioner		DATE:	02-Sep-10
Larry Laine, Chief Clerk			
Bill Warnick, General Counsel			
Louis Renaud, Deputy Commis	sioner		
FROM: Robert Hatter, Director of Mine	ral Leasing		
Tracey Throckmorton, Geoscier	nce Manager		
Applicant: Legend Natural Gas IV,	LP	County:	REEVES
Prim. Term: 5 years Box	nus/Acre	\$750.00	
Royalty: 1/4 Rea	ntal/Acre	\$1.00	
Consideration	,	i	
Recommended:	Date: 9/2	10	
Not Recommended:			
Comments: Paid up rentals for the 2nd and 3 5th year. Lease Form	3rd years. 4th year r	ental will be \$750	0.00 per acre and will pay up the
Recommended: ROH	Date: 9/3	110	
Not Recommended:			
Comments:			
Louis Renaud, Deputy Commissioner	Date:	0-10	
Recommended: CCR			
Not Recommended:			
Bill Warnick, General Counsel	Date: 9/13/1	0	
Recommended:	7.71		
Not Recommended:			
Larry Laine, Chief Clerk	Date: 9/14	ilu	
Approved:			
Not Approved:			
Jerry Patterson, Commissioner	Date: 914	ID_	
Approved: Ley C. Lette	roon		
Not Approved:			

File	No.M	F	111	86	9
I III	140.				-

Date Filed: 9/24/0

Jerry Patterson, Commissioner

1008-AP-18 08/26/10 CKR082610 278597.20 0.00 278597.20 Lease Bonus for McCamey Farm & Ranch LP in Blocks 53 and 55, Public School Land Survey

MF 111869G bonus

11701367



08/26/10

CLAY JOHNSON 13806 General Land Office - State of Texas 10/4/2010 25.00 11701366 FIRST NATIONAL CH Filing fee - McCamey Ranch 25.00 **CLAY JOHNSON** 13806 General Land Office - State of Texas 10/4/2010 25.00

FIRST NATIONAL CH Filing fee - McCamey Ranch





Clay Johnson Oil & Gas Properties

203 WEST WALL, SUITE 202*MIDLAND, TEXAS 79701 *(432) 684-4110* FAX (432) 684-5166



AAPI -CPI

October 5, 2010

GENERAL LAND OFFICE

Mr. Drew Reid Stephen F. Austin Bldg. 1700 North Congress Ave. Austin, TX 78701

Re: Relinquishment Act Leases
Culberson County, Texas

Dear Drew:

Find enclosed for your files and further handling a certified file stamped copy of the following described Relinquishment Act Oil and Gas Leases:

 Oil and Gas Lease dated September 1, 2010, by and between The State of Texas, acting by and through its agent, McCamey Farm & Ranch, L.P. and Legend Natural Gas IV, LP, as Lessee, file stamped #65978, Culberson County, Texas.

Also, find enclosed Legend Natural Gas IV, IP check no. 1604 in the amount of \$278,597.20, as payment for the State's /12 bonus due for the above leases.

To cover the required filing fees for handling this matter find enclosed Clay Johnson Check in the amount of \$25.00 made payable to the order of General Land Office – State of Texas.

Respectfully

Mary Kay Brasuel

M. U. Brownel

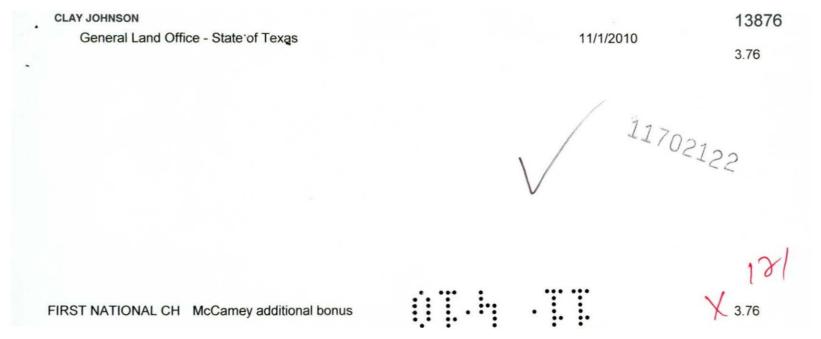
File No. MF 111869

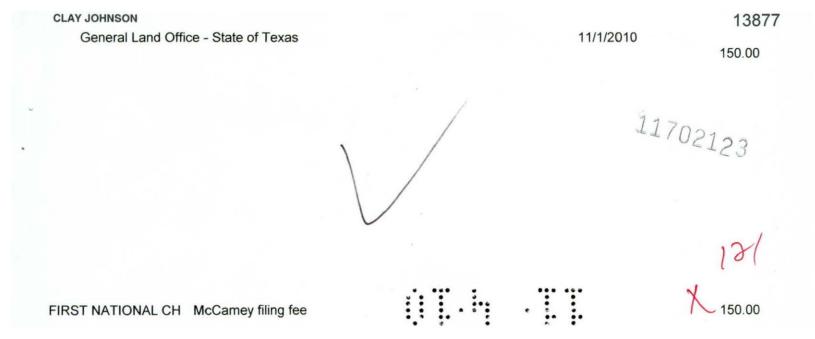
Letter, bonus, & fee

Date Filed: 10/8/10

Jerry Patterson, Commissioner

By





1010-AP-22 10/25/10 CKR102510 1392986.00 0.00 1392986.00 All of sections 1, 27, 47, 48, 22, 34, 38, and 46 in Blk 53, PSL Survey (approximately 4,445 acres)

11702124

1161 Texas General Land Office

10/28/10

1,392,986.00

Clay Johnson Oil & Gas Properties

203 WEST WALL, SUITE 202*MIDLAND, TEXAS 79701 *(432) 684-4110* FAX (432) 684-5166



AAPL-CPL

November 1, 2010

GENERAL LAND OFFICE

Mr. Drew Reid Stephen F. Austin Bldg. 1700 North Congress Ave. Austin, TX 78701

Re:

Relinquishment Act Leases Culberson County, Texas

Dear Drew:

Find enclosed for your files and further handling certified file stamped copies of the following described Relinquishment Act Oil and Gas Lease:

- Oil and Gas Lease dated September 1, 2010, by and between The State of Texas, acting by and through its agent, Pamela Parker Clifton, as Lessor and Legend Natural Gas IV, LP, as Lessee, File Number 65976, Culberson County, Texas.
- Oil and Gas Lease dated September 1, 2010, by and between The State of Texas, acting by and through its agent, J. Loyd Parker, III, as Lessor and Legend Natural Gas IV, LP, as Lessee, File Number 65972, Culberson County, Texas.
- Oil and Gas Lease dated September 1, 2010, by and between The State of Texas, acting by and through its agent, Allison Renee Parker, as Lessor and Legend Natural Gas IV, LP, as Lessee, File Number 65973, Culberson County, Texas.
- 4) Oil and Gas Lease dated September 1, 2010, by and between The State of Texas, acting by and through its agent, Michelle E. Jordan, as Lessor and Legend Natural Gas IV, LP, as Lessee, File Number 65977, Culberson County, Texas.
- Oil and Gas Lease dated September 1, 2010, by and between The State of Texas, acting by and through its agent, James Beasley Young, III, as Lessor and Legend Natural Gas IV, LP, as Lessee, File Number 65974, Culberson County, Texas.

0 * *

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0 . *

557 . 194 . 40+

348 , 247 , 44+

139,298.60+

139,298.60+

104,475.36+

Total 104,475.36+ bonus 1,392,989.76*+

0 * *



0 • *

Pd 1,392,986.00+ due 1.392,989.76-Ind ck 3.76*+

Oil and Gas Lease dated September 1, 2010, by and between The State of Texas, acting by and through its agent, Robbin Lee Young, as Lessor and Legend Natural Gas IV, LP, as Lessee, File Number 65975, Culberson County, Texas.

Find enclosed Legend Natural Gas IV, LP check no. 1666 in the amount of \$1,392,986.00 and Clay Johnson check no. 13876 in the amount of \$3.76 as payment for the State's 1/2 bonus due for the above lease.

To cover the required filing fees for handling this matter find enclosed Clay Johnson Check in the amount of \$150.00 made payable to the order of General Land Office – State of Texas.

Respectfully

M. W. Brasuel

Mary Kay Brasuel

File NoMF/11869 Letter, boxus, + fee

Date Filed: 11/4/10
Patterson, Commissioner



GENERAL LAND OFFICE

JERRY PATTERSON, COMMISSIONER

November 22, 2010

Carl Wimberley Legend Natural Gas IV, LP 410 W Grand Parkway South, Suite 400 Katy, TX 77494

Re:

State Lease No. MF 111869A State Lease No. MF 111869B State Lease No. MF 111869C State Lease No. MF 111869D State Lease No. MF 111869E State Lease No. MF 111869F State Lease No. MF 111869G Relinquishment Act Leases dated September 1, 2010
Parts of Sec 22, 27, 34, 38, 46, 47, 48, Blk 53, & Sec 1, Blk
55, all in PSL Survey, Culberson Co TX, being 4445.70 ac
Pamela Parker Clifton, as Agent for the State of TX, Lessor
J. Loyd Parker III, as Agent for State of TX, Lessor
James Beasley Young III, Agent for State of TX, Lessor
Robin Lee Young, Agent for State of TX, Lessor
Allison Renee Parker, Agent for State of TX, Lessor
Michelle E. Jordan, Agent for State of TX, Lessor
McCamey Farm & Ranch LP, Agent for State of TX, Lessor

Dear Mr. Wimberley:

The certified copies of the Relinquishment Act leases covering the above referenced descriptions have been approved and filed in our records under Mineral File number set out by each Agent above. Please refer to these specific numbers when making payments to the State and in all future correspondence concerning the leases. Failure to include the mineral file numbers may delay processing of any payments towards the lease.

Your remittance of \$1,392,986.00 plus Clay Johnson's check of \$3.76 has been applied to the State's portion of the cash bonus for leases A-F. Your remittance of \$278,597.20 has been applied to the State's portion of the cash bonus for lease G. The remittance of Clay Johnson of \$25.00, \$100.00 and \$150 has been applied to the filing and processing fees. Please let me know if you have any questions.

Sincerely yours,

Drew Reid

Minerals Leasing Energy Resources

(512) 475-1534

drew.reid@glo.state.tx.us

File No. MF 111869

Sto letter

Date Filed: 11/2-2/10

Jerry Patterson, Commissioner

General Land Office Relinquishment Act Lease Form Revised, September 1997

Paid-Up OIL AND GAS LEASE

of P.O. Box 590, Lampasas, Tex	as /6550	said agent
	(Give Permanent Address)	
nerein referred to as the owner of the s		
		W. Grand Parkway South, Suite 400
	(Give Permanent Add	y, Texas 77494 (ress)
nereinafter called Lessee.	(,
to be paid, kept and performed by Legrants, leases and lets unto Lessee, for lines, building tanks, storing oil and b	ssee under this lease, the State of T the sole and only purpose of prospec illding power Stations, telephone lin	mounts stated below and of the covenants and agreements fexas acting by and through the owner of the soil, hereby sting and drilling for and producing oil and gas, laying pipe es and other Structures thereon, to produce, save, take cared inCulberson County, State of Texas, to-wit:
	Sec	ock 55, Public School Land Survey etion 1: NW/4, N/2 SW/4 & SW/4 SW/4
Containing 4,445.70 acres, more or les	s. The bonus consideration paid for t	his lease is as follows:
	s:Five Hundred Fifty-seven Tho ollars (\$557,194.40)	usand One Hundred Ninety-four and 40/100
	soil: <u>Five Hundred Fifty-seven Tho</u> ollars (\$ <u>557,194.40</u>)	ousand One Hundred Ninety-four and 40/100
	ration: One Million One Hundred Fo bllars (\$_1,114,388.80_)	urteen Thousand Three Hundred Eighty-eight and 80/100
The total bonus consideration paid rep D		dred Fifty-two and No/100 n 1,481.90 net acres.
(herein called primary term") and as I	ong thereafter as oil and gas, or eithe iced in paying quantities" means tha	lease shall be for a term of Five (5) years from this date er of them, is produced in paying quantities from said land t the receipts from the sale or other authorized commercial for the six months last past.
lease shall terminate, unless on or bef- Pay direct to Lessor at the above addr continue as the depository regardless pay or tender to the COMMISSIONE like sum on or before said date. Payn	ore such anniversary date Lessee shaless Bank, at	ased premises on or before one (1) year from this date, this I pay or tender to the owner of the soil or to his credit in the, or its successors (which shall land), the amount specified below; in addition, Lessee shall CE OF THE STATE OF TEXAS, AT AUSTIN, TEXAS, a ate as a rental and shall cover the privilege of deferring the his paragraph shall be in the following amounts:
D	ollars (\$)	attached Exhibit "A" for amended Delay Rental Provision
To the State of Le	xas: see Paragraphs 2 and 4 of the att	ached Exhibit "A" for amended Delay Rental Provision

In a like manner and upon like payments or tenders annually, the commencement of a well may be further deferred for successive periods of one (1) year each during the primary term. All payments or tenders of rental to the owner of the soil may be made by check or sight draft of Lessee, or any assignee of this lease, and may be delivered on or before the rental paying date. If the bank designated in this paragraph (or its successor bank) should cease to exist, suspend business, liquidate, fail or be succeeded by another bank, or for any reason fail or refuse to accept rental, Lessee shall not be held in default for failure to make such payments or tenders of rental until thirty (30) days after the owner of the soil shall deliver to Lessee a proper recordable instrument naming another bank as agent to receive such payments or tenders.

- 4. PRODUCTION ROYALTIES Upon production of oil and/or gas, Lessee agrees to pay or cause to be paid one-half (1/2) of the royalty provided for in this lease to the Commissioner of the General Land Office of the State of Texas, at Austin, Texas, and one-half (1/2) of such royalty to the owner of the soil:
- (A) OIL. Royalty payable on oil, which is defined as including all hydrocarbons produced in a liquid form at the mouth of the well and also as all condensate, distillate, and other liquid hydrocarbons recovered from oil or gas run through a separator or other equipment, as hereinafter provided, shall be 1/4th part of the gross production or the market value thereof, at the option of the owner of the soil or the Commissioner of the General Land Office, such value to be determined by 1) the highest posted price, plus premium, if any, offered or paid for oil, condensate, distillate, or other liquid hydrocarbons, respectively, of a like type and gravity in the general area where produced and when run, or 2) the highest market price thereof offered or paid in the general area where produced and when run, or 3) the gross proceeds of the sale thereof, whichever is the greater. Lessee agrees that before any gas produced from the leased premises is sold, used or processed in a plant, it will be run free of cost to the royalty owners through an adequate oil and gas separator of conventional type, or other equipment at least as efficient, so that all liquid hydrocarbons recoverable from the gas by such means will be recovered. The requirement that such gas be run through a separator or other equipment may be waived in writing by the royalty owners upon such terms and conditions as they prescribe.
- (B) NON PROCESSED GAS. Royalty on any gas (including flared gas), which is defined as all hydrocarbons and gaseous substances not defined as oil in subparagraph (A) above, produced from any well on said land (except as provided herein with respect to gas processed in a plant for the extraction of gasoline, liquid hydrocarbons or other products) shall be 1/4th part of the gross production or the market value thereof, at the option of the owner of the soil or the Commissioner of the General Land Office, such value to be based on the highest market price paid or offered for gas of comparable quality in the general area where produced and when run, or the gross price paid or offered to the producer, whichever is the greater; provided that the maximum pressure base in measuring the gas under this lease shall not at any time exceed 14.65 pounds per square inch absolute, and the standard base temperature shall be sixty (60) degrees Fahrenheit, correction to be made for pressure according to Boyle's Law, and for specific gravity according to tests made by the Balance Method or by the most approved method of testing being used by the industry at the time of testing.
- (C) PROCESSED GAS. Royalty on any gas processed in a gasoline plant or other plant for the recovery of gasoline or other liquid hydrocarbons shall be 1/4th part of the residue gas and the liquid hydrocarbons extracted or the market value thereof, at the option of the owner of the soil or the Commissioner of the General Land Office. All royalties due herein shall be based on one hundred percent (100%) of the total plant production of residue gas attributable to gas produced from this lease, and on fifty percent (50%), or that percent accruing to Lessee, whichever is the greater, of the total plant production of liquid hydrocarbons attributable to the gas produced from this lease; provided that if liquid hydrocarbons are recovered from gas processed in a plant in which Lessee (or its parent, subsidiary or affiliate) owns an interest, then the percentage applicable to liquid hydrocarbons shall be fifty percent (50%) or the highest percent accruing to a third party processing gas through such plant under a processing agreement negotiated at arm's length (or if there is no such third party, the highest percent then being specified in processing agreements or contracts in the industry), whichever is the greater. The respective royalties on residue gas and on liquid hydrocarbons shall be determined by 1) the highest market price paid or offered for any gas (or liquid hydrocarbons) of comparable quality in the general area, or 2) the gross price paid or offered for such residue gas (or the weighted average gross selling price for the respective grades of liquid hydrocarbons), whichever is the greater. In no event, however, shall the royalties payable under this paragraph be less than the royalties which would have been due had the gas not been processed.
- (Excepting liquid hydrocarbons) whether said gas be casinghead, "dry," or any other gas, by fractionating, burning or any other processing shall be 1/4th part of the gross production of such products, or the market value thereof, at the option of the owner of the soil or the Commissioner of the General Land Office, such market value to be determined as follows: 1) on the basis of the highest market price of each product for the same month in which such product is produced, or 2) on the basis of the average gross sale price of each product for the same month in which such products are produced; whichever is the greater.
- 5. MINIMUM ROYALTY. During any year after the expiration of the primary term of this lease, if this lease is maintained by production, the royalties paid under this lease in no event shall be less than an amount equal to the total annual delay rental herein provided; otherwise, there shall be due and payable on or before the last day of the month succeeding the anniversary date of this lease a sum equal to the total annual rental less the amount of royalties paid during the preceding year. If Paragraph 3 of this lease does not specify a delay rental amount, then for the purposes of this paragraph, the delay rental amount shall be one dollar (\$1.00) per acre.



-2-

- 6. ROYALTY IN KIND. Notwithstanding any other provision in this lease, at any time or from time to time, the owner of the soil or the Commissioner of the General Land Office may, at the option of either, upon not less than sixty (60) days notice to the holder of the lease, require that the payment of any royalties accruing to such royalty owner under this lease be made in kind. The owner of the soil's or the Commissioner of the General Land Office's right to take its royalty in kind shall not diminish or negate the owner of the soil's or the Commissioner of the General Land Office's rights or Lessee's obligations, whether express or implied, under this lease.
- 7. NO DEDUCTIONS. Lessee agrees that all royalties accruing under this lease (including those paid in kind) shall be without deduction for the cost of producing, gathering, storing, separating, treating, dehydrating, compressing, processing, transporting, and otherwise making the oil, gas and other products hereunder ready for sale or use. Lessee agrees to compute and pay royalties on the gross value received, including any reimbursements for severance taxes and production related costs.
- 8. PLANT FUEL AND RECYCLED GAS. No royalty shall be payable on any gas as may represent this lease's proportionate share of any fuel used to process gas produced hereunder in any processing plant. Notwithstanding any other provision of this lease, and subject to the written consent of the owner of the soil and the Commissioner of the General Land Office, Lessee may recycle gas for gas lift purposes on the leased premises or for injection into any oil or gas producing formation underlying the leased premises after the liquid hydrocarbons contained in the gas have been removed; no royalties shall be payable on the recycled gas until it is produced and sold or used by Lessee in a manner which entitles the royalty owners to a royalty under this lease.
- 9. ROYALTY PAYMENTS AND REPORTS. All royalties not taken in kind shall be paid to the Commissioner of the General Land Office at Austin, Texas, in the following manner:

Payment of royalty on production of oil and gas shall be as provided in the rules set forth in the Texas Register. Rules currently provide that royalty on oil is due and must be received in the General Land Office on or before the 5th day of the second month succeeding the month of production, and royalty on gas is due and must be received in the General Land Office on or before the 15th day of the second month succeeding the month of production, accompanied by the affidavit of the owner, manager or other authorized agent, completed in the form and manner prescribed by the General Land Office and showing the gross amount and disposition of all oil and gas produced and the market value of the oil and gas, together with a copy of all documents, records or reports confirming the gross production, disposition and market value including gas meter readings, pipeline receipts, gas line receipts and other checks or memoranda of amount produced and put into pipelines, tanks, or pools and gas lines or gas storage, and any other reports or records which the General Land Office may require to verify the gross production, disposition and market value. In all cases the authority of a manager or agent to act for the Lessee herein must be filed in the General Land Office. Each royalty payment shall be accompanied by a check stub, schedule, summary or other remittance advice showing by the assigned General Land Office lease number the amount of royalty being paid on each lease. If Lessee pays his royalty on or before thirty (30) days after the royalty payment was due, then Lessee owes a penalty of 5% on the royalty or \$25.00, whichever is greater. A royalty payment which is over thirty (30) days late shall accrue a penalty of 10% of the royalty due or \$25.00 whichever is greater. In addition to a penalty, royalties shall accrue interest at a rate of 12% per year, such interest will begin accruing when the royalty is sixty (60) days overdue. Affidavits and supporting documents which are not filed when due shall incur a penalty in an amount set by the General Land Office administrative rule which is effective on the date when the affidavits or supporting documents were due. The Lessee shall bear all responsibility for paying or causing royalties to be paid as prescribed by the due date provided herein. Payment of the delinquency penalty shall in no way operate to prohibit the State's right of forfeiture as provided by law nor act to postpone the date on which royalties were originally due. The above penalty provisions shall not apply in cases of title dispute as to the State's portion of the royalty or to that portion of the royalty in dispute as to fair market value.

- 10. (A) RESERVES, CONTRACTS AND OTHER RECORDS. Lessee shall annually furnish the Commissioner of the General Land Office with its best possible estimate of oil and gas reserves underlying this lease or allocable to this lease and shall furnish said Commissioner with copies of all contracts under which gas is sold or processed and all subsequent agreements and amendments to such contracts within thirty (30) days after entering into or making such contracts, agreements or amendments. Such contracts and agreements when received by the General Land Office shall be held in confidence by the General Land Office unless otherwise authorized by Lessee. All other contracts and records pertaining to the production, transportation, sale and marketing of the oil and gas produced on said premises, including the books and accounts, receipts and discharges of all wells, tanks, pools, meters, and pipelines shall at all times be subject to inspection and examination by the Commissioner of the General Land Office, the Attorney General, the Governor, or the representative of any of them.
- (B) PERMITS, DRILLING RECORDS. Written notice of all operations on this lease shall be submitted to the Commissioner of the General Land Office by Lessee or operator five (5) days before spud date, workover, re-entry, temporary abandonment or plug and abandonment of any well or wells. Such written notice to the General Land Office shall include copies of Railroad Commission forms for application to drill. Copies of well tests, completion reports and plugging reports shall be supplied to the General Land Office at the time they are filed with the Texas Railroad Commission. All applications, permits, reports or other filings that reference this lease or any specific well on the leased premises and that are submitted to the Texas Railroad Commission or any other governmental agency shall include the word "State" in the title. Additionally, in accordance with Railroad Commission rules, any signage on the leased premises for the purpose of identifying wells, tank batteries or other associated improvements to the land must also include the word "State." Lessee shall supply the General Land Office with any records, memoranda, accounts, reports, cuttings and cores, or other information relative to the operation of the above described premises, which may be requested by the General Land Office, in addition to those herein expressly provided for. Lessee shall have an electrical and/or radioactivity survey made on the bore-hole section, from the base of the surface casing to the total depth of well, of all wells drilled on the above described premises and shall transmit a true copy of the log of each survey on each well to the General Land Office within fifteen (15) days after the making of said survey.

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- (C) PENALTIES. Lessee shall incur a penalty whenever reports, documents or other materials are not filed in the General Land Office when due. The penalty for late filing shall be set by the General Land Office administrative rule which is effective on the date when the materials were due in the General Land Office.
- and prior to discovery and production of oil or gas on said land, Lessee should drill a dry hole or holes thereon, or if during the primary term hereof and after the discovery and actual production of oil or gas from the leased premises such production thereof should cease from any cause, this lease shall not terminate if on or before the expiration of sixty (60) days from date of completion of said dry hole or cessation of production Lessee commences additional drilling or reworking operations thereon, or pays or tenders the next annual delay rental in the same manner as provided in this lease. If, during the last year of the primary term or within sixty (60) days prior thereto, a dry hole be completed and abandoned, or the production of oil or gas should cease for any cause, Lessee's rights shall remain in full force and effect without further operations until the expiration of the primary term; and if Lessee has not resumed production in paying quantities at the expiration of the primary term, Lessee may maintain this lease by conducting additional drilling or reworking operations pursuant to Paragraph 13, using the expiration of the primary term as the date of cessation of production under Paragraph 13. Should the first well or any subsequent well drilled on the above described land be completed as a shut-in oil or gas well within the primary term hereof, Lessee may resume payment of the annual rental in the same manner as provided herein on or before the rental paying date following the expiration of sixty (60) days from the date of completion of such shut-in oil or gas well and upon the failure to make such payment, this lease shall ipso facto terminate. If at the expiration of the primary term or any time thereafter a shut-in oil or gas well is located on the leased premises, payments may be made in accordance with the shut-in provisions hereof.
- 12. DRILLING AND REWORKING AT EXPIRATION OF PRIMARY TERM. If, at the expiration of the primary term, neither oil nor gas is being produced on said land, but Lessee is then engaged in drilling or reworking operations thereon, this lease shall remain in force so long as operations on said well or for drilling or reworking of any additional well are prosecuted in good faith and in workmanlike manner without interruptions totaling more than sixty (60) days during any one such operation, and if they result in the production of oil and/or gas, so long thereafter as oil and/or gas is produced in paying quantities from said land, or payment of shut-in oil or gas well royalties or compensatory royalties is made as provided in this lease.
- CESSATION, DRILLING, AND REWORKING. If, after the expiration of the primary term, production of oil or gas from the leased premises, after once obtained, should cease from any cause, this lease shall not terminate if Lessee commences additional drilling or reworking operations within sixty (60) days after such cessation, and this lease shall remain in full force and effect for so long as such operations continue in good faith and in workmanlike manner without interruptions totaling more than sixty (60) days. If such drilling or reworking operations result in the production of oil or gas, the lease shall remain in full force and effect for so long as oil or gas is produced from the leased premises in paying quantities or payment of shut-in oil or gas well royalties or payment of compensatory royalties is made as provided herein or as provided by law. If the drilling or reworking operations result in the completion of a well as a dry hole, the lease will not terminate if the Lessee commences additional drilling or reworking operations within sixty (60) days after the completion of the well as a dry hole, and this lease shall remain in effect so long as Lessee continues drilling or reworking operations in good faith and in a workmanlike manner without interruptions totaling more than sixty (60) days. Lessee shall give written notice to the General Land Office within thirty (30) days of any cessation of production.
- 14. SHUT-IN ROYALTIES. For purposes of this paragraph, "well" means any well that has been assigned a well number by the state agency having jurisdiction over the production of oil and gas. If, at any time after the expiration of the primary term of a lease that, until being shut in, was being maintained in force and effect, a well capable of producing oil or gas in paying quantities is located on the leased premises, but oil or gas is not being produced for lack of suitable production facilities or lack of a suitable market, then Lessee may pay as a shut-in oil or gas royalty an amount equal to double the annual rental provided in the lease, but not less than \$1,200 a year for each well capable of producing oil or gas in paying quantities. If Paragraph 3 of this lease does not specify a delay rental amount, then for the purposes of this paragraph, the delay rental amount shall be one dollar (\$1.00) per acre. To be effective, each initial shut-in oil or gas royalty must be paid on or before: (1) the expiration of the primary term, (2) 60 days after Lessee ceases to produce oil or gas from the leased premises, or (3) 60 days after Lessee completes a drilling or reworking operation in accordance with the lease provisions; whichever date is latest. Such payment shall be made one-half (1/2) to the Commissioner of the General Land Office and one-half (1/2) to the owner of the soil. If the shut-in oil or gas royalty is paid, the lease shall be considered to be a producing lease and the payment shall extend the term of the lease for a period of one year from the end of the primary term, or from the first day of the month following the month in which production ceased, and, after that, if no suitable production facilities or suitable market for the oil or gas exists, Lessee may extend the lease for four more successive periods of one (1) year by paying the same amount each year on or before the expiration of each shut-in year.
- 15. COMPENSATORY ROYALTIES. If, during the period the lease is kept in effect by payment of the shut-in oil or gas royalty, oil or gas is sold and delivered in paying quantities from a well located within one thousand (1,000) feet of the leased premises and completed in the same producing reservoir, or in any case in which drainage is occurring, the right to continue to maintain the lease by paying the shut-in oil or gas royalty shall cease, but the lease shall remain effective for the remainder of the year for which the royalty has been paid. The Lessee may maintain the lease for four more successive years by Lessee paying compensatory royalty at the royalty rate provided in the lease of the market value of production from the well causing the drainage or which is completed in the same producing reservoir and within one thousand (1,000) feet of the leased premises. The compensatory royalty is to be paid monthly, one-half (1/2) to the Commissioner of the General Land Office and one-half (1/2) to the owner of the soil, beginning on or before the last day of the month following the month in which the oil or gas is produced from the well causing the drainage or that is completed in the same producing reservoir and located within one thousand (1,000) feet of the leased premises. If the compensatory royalty paid in any 12-month period is in an amount less than the annual shut-in oil or gas royalty, Lessee shall pay an amount equal to the difference within thirty (30) days from the end of the 12-month period. Compensatory royalty payments

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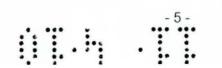
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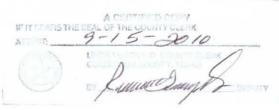
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which are not timely paid will accrue penalty and interest in accordance with Paragraph 9 of this lease. None of these provisions will relieve Lessee of the obligation of reasonable development nor the obligation to drill offset wells as provided in Texas Natural Resources Code 52.173; however, at the determination of the Commissioner, and with the Commissioner's written approval, the payment of compensatory royalties can satisfy the obligation to drill offset wells.

- 16. RETAINED ACREAGE. Notwithstanding any provision of this lease to the contrary, after a well producing or capable of producing oil or gas has been completed on the leased premises, Lessee shall exercise the diligence of a reasonably prudent operator in drilling such additional well or wells as may be reasonably necessary for the proper development of the leased premises and in marketing the production thereon.
- VERTICAL. In the event this lease is in force and effect two (2) years after the expiration date of the primary or extended term it shall then terminate as to all of the leased premises, EXCEPT (1) 40 acres surrounding each oil well capable of producing in paying quantities and 320 acres surrounding each gas well capable of producing in paying quantities (including a shut-in oil or gas well as provided in Paragraph 14 hereof), or a well upon which Lessee is then engaged in continuous drilling or reworking operations, or (2) the number of acres included in a producing pooled unit pursuant to Texas Natural Resources Code 52.151-52.153, or (3) such greater or lesser number of acres as may then be allocated for production purposes to a proration unit for each such producing well under the rules and regulations of the Railroad Commission of Texas, or any successor agency. or other governmental authority having jurisdiction. If at any time after the effective date of the partial termination provisions hereof, the applicable field rules are changed or the well or wells located thereon are reclassified so that less acreage is thereafter allocated to said well or wells for production purposes, this lease shall thereupon terminate as to all acreage not thereafter allocated to said well or wells for production purposes. Notwithstanding the termination of this lease as to a portion of the lands covered hereby, Lessee shall nevertheless continue to have the right of ingress to and egress from the lands still subject to this lease for all purposes described in Paragraph 1 hereof, together with easements and right-of-ways for existing roads, existing pipelines and other existing facilities on, over and across all the lands described in Paragraph 1 hereof ("the retained lands"), for access to and from the retained lands and for the gathering or transportation of oil, gas and other minerals produced from the retained lands.
- (B) HORIZONTAL. In the event this lease is in force and effect two (2) years after the expiration date of the primary or extended term it shall further terminate as to all depths below 100 feet below the total depth drilled (hereinafter "deeper depths") in each well located on acreage retained in Paragraph 16(A) above, unless on or before two (2) years after the primary or extended term Lessee pays an amount equal to one-half (1/2) of the bonus originally paid as consideration for this lease (as specified on page 1 hereof). If such amount is paid, this lease shall be in force and effect as to such deeper depths, and said termination shall be delayed for an additional period of two (2) years and so long thereafter as oil or gas is produced in paying quantities from such deeper depths covered by this lease.
- (C) IDENTIFICATION AND FILING. The surface acreage retained hereunder as to each well shall, as nearly as practical, be in the form of a square with the well located in the center thereof, or such other shape as may be approved by the Commissioner of the General Land Office. Within thirty (30) days after partial termination of this lease as provided herein, Lessee shall execute and record a release or releases containing a satisfactory legal description of the acreage and/or depths not retained hereunder. The recorded release, or a certified copy of same, shall be filed in the General Land Office, accompanied by the filing fee prescribed by the General Land Office rules in effect on the date the release is filed. If Lessee fails or refuses to execute and record such release or releases within ninety (90) days after being requested to do so by the General Land Office, then the Commissioner at his sole discretion may designate by written instrument the acreage and/or depths to be released hereunder and record such instrument at Lessee's expense in the county or counties where the lease is located and in the official records of the General Land Office and such designation shall be binding upon Lessee for all purposes.
- 17. OFFSET WELLS. Neither the bonus, delay rentals, nor royalties paid, or to be paid, under this lease shall relieve Lessee of his obligation to protect the oil and gas under the above-described land from being drained. Lessee, sublessee, receiver or other agent in control of the leased premises shall drill as many wells as the facts may justify and shall use appropriate means and drill to a depth necessary to prevent undue drainage of oil and gas from the leased premises. In addition, if oil and/or gas should be produced in commercial quantities within 1,000 feet of the leased premises, or in any case where the leased premises is being drained by production of oil or gas, the Lessee, sublessee, receiver or other agent in control of the leased premises shall in good faith begin the drilling of a well or wells upon the leased premises within 100 days after the draining well or wells or the well or wells completed within 1,000 feet of the leased premises start producing in commercial quantities and shall prosecute such drilling with diligence. Failure to satisfy the statutory offset obligation may subject this lease and the owner of the soil's agency rights to forfeiture. Only upon the determination of the Commissioner of the General Land Office and with his written approval may the payment of compensatory royalty under applicable statutory parameters satisfy the obligation to drill an offset well or wells required under this paragraph.
- 18. FORCE MAJEURE. If, after a good faith effort, Lessee is prevented from complying with any express or implied covenant of this lease, from conducting drilling operations on the leased premises, or from producing oil or gas from the leased premises by reason of war, rebellion, riots, strikes, acts of God, or any valid order, rule or regulation of government authority, then while so prevented, Lessee's obligation to comply with such covenant shall be suspended and Lessee shall not be liable for damages for failure to comply with such covenants; additionally, this lease shall be extended while Lessee is prevented, by any such cause, from conducting drilling and reworking operations or from producing oil or gas from the leased premises. However, nothing in this paragraph shall suspend the payment of delay rentals in order to maintain this lease in effect during the primary term in the absence of such drilling or reworking operations or production of oil or gas.





- 19. WARRANTY CLAUSE. The owner of the soil warrants and agrees to defend title to the leased premises. If the owner of the soil defaults in payments owed on the leased premises, then Lessee may redeem the rights of the owner of the soil in the leased premises by paying any mortgage, taxes or other liens on the leased premises. If Lessee makes payments on behalf of the owner of the soil under this paragraph, Lessee may recover the cost of these payments from the rental and royalties due the owner of the soil.
- 20. (A) PROPORTIONATE REDUCTION CLAUSE. If the owner of the soil owns less than the entire undivided surface estate in the above described land, whether or not Lessee's interest is specified herein, then the royalties and rental herein provided to be paid to the owner of the soil shall be paid to him in the proportion which his interest bears to the entire undivided surface estate and the royalties and rental herein provided to be paid to the Commissioner of the General Land Office of the State of Texas shall be likewise proportionately reduced. However, before Lessee adjusts the royalty or rental due to the Commissioner of the General Land Office, Lessee or his authorized representative must submit to the Commissioner of the General Land Office a written statement which explains the discrepancy between the interest purportedly leased under this lease and the actual interest owned by the owner of the soil. The Commissioner of the General Land Office shall be paid the value of the whole production allocable to any undivided interest not covered by a lease, less the proportionate development and production cost allocable to such undivided interest. However, in no event shall the Commissioner of the General Land Office receive as a royalty on the gross production allocable to the undivided interest not leased an amount less than the value of one-sixteenth (1/16) of such gross production.
- (B) REDUCTION OF PAYMENTS. If, during the primary term, a portion of the land covered by this lease is included within the boundaries of a pooled unit that has been approved by the School Land Board and the owner of the soil in accordance with Natural Resources Code Sections 52.151-52.154, or if at any time after the expiration of the primary term or the extended term, this lease covers a lesser number of acres than the total amount described herein, payments that are made on a per acre basis hereunder shall be reduced according to the number of acres pooled, released, surrendered, or otherwise severed, so that payments determined on a per acre basis under the terms of this lease during the primary term shall be calculated based upon the number of acres outside the boundaries of a pooled unit, or, if after the expiration of the primary term, the number of acres actually retained and covered by this lease.
- 21. USE OF WATER. Lessee shall have the right to use water produced on said land necessary for operations under this lease except water from wells or tanks of the owner of the soil; provided, however, Lessee shall not use potable water or water suitable for livestock or irrigation purposes for watertlood operations without the prior consent of the owner of the soil.
- 22. AUTHORIZED DAMAGES. Lessee shall pay the owner of the soil for damages caused by its operations to all personal property, improvements, livestock and crops on said land.
 - 23. PIPELINE DEPTH. When requested by the owner of the soil, Lessee shall bury its pipelines below plow depth.
- 24. WELL LOCATION LIMIT. No well shall be drilled nearer than two hundred (200) feet to any house or barn now on said premises without the written consent of the owner of the soil.
- 25. POLLUTION. In developing this area, Lessee shall use the highest degree of care and all proper safeguards to prevent pollution. Without limiting the foregoing, pollution of coastal wetlands, natural waterways, rivers and impounded water shall be prevented by the use of containment facilities sufficient to prevent spillage, seepage or ground water contamination. In the event of pollution, Lessee shall use all means at its disposal to recapture all escaped hydrocarbons or other pollutant and shall be responsible for all damage to public and private properties. Lessee shall build and maintain fences around its slush, sump, and drainage pits and tank batteries so as to protect livestock against loss, damage or injury; and upon completion or abandonment of any well or wells, Lessee shall fill and level all slush pits and cellars and completely clean up the drilling site of all rubbish thereon. Lessee shall, while conducting operations on the leased premises, keep said premises free of all rubbish, cans, bottles, paper cups or garbage, and upon completion of operations shall restore the surface of the land to as near its original condition and contours as is practicable. Tanks and equipment will be kept painted and presentable.
- 26. REMOVAL OF EQUIPMENT. Subject to limitations in this paragraph, Lessee shall have the right to remove machinery and fixtures placed by Lessee on the leased premises, including the right to draw and remove casing, within one hundred twenty (120) days after the expiration or the termination of this lease unless the owner of the soil grants Lessee an extension of this 120-day period. However, Lessee may not remove casing from any well capable of producing oil and gas in paying quantities. Additionally, Lessee may not draw and remove casing until after thirty (30) days written notice to the Commissioner of the General Land Office and to the owner of the soil. The owner of the soil shall become the owner of any machinery, fixtures, or casing which are not timely removed by Lessee under the terms of this paragraph.
- 27. (A) ASSIGNMENTS. Under the conditions contained in this paragraph and Paragraph 29 of this lease, the rights and estates of either party to this lease may be assigned, in whole or in part, and the provisions of this lease shall extend to and be binding upon their heirs, devisees, legal representatives, successors and assigns. However, a change or division in ownership of the land, rentals, or royalties will not enlarge the obligations of Lessee, diminish the rights, privileges and estates of Lessee, impair the effectiveness of any payment made by Lessee or impair the effectiveness of any act performed by Lessee. And no change or division in ownership of the land, rentals, or royalties shall bind Lessee for any purpose until thirty (30) days after the owner of the soil (or his heirs, devisees, legal representatives or assigns) furnishes the Lessee with satisfactory written evidence of the change in ownership, including the original recorded muniments of title (or a certified copy of such original) when the ownership changed because of a conveyance. A total or partial assignment of this lease shall, to the extent of the interest assigned, relieve and discharge Lessee of all subsequent obligations under this lease. If this lease is assigned in its entirety as to only part of the acreage, the right and option to pay rentals shall be apportioned as between the several owners ratably, according to the area of each, and failure by one or more of them to

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pay his share of the rental shall not affect this lease on the part of the land upon which pro rata rentals are timely paid or tendered; however, if the assignor or assignee does not file a certified copy of such assignment in the General Land Office before the next rental paying date, the entire lease shall terminate for failure to pay the entire rental due under Paragraph 3. Every assignee shall succeed to all rights and be subject to all obligations, liabilities, and penalties owed to the State by the original lessee or any prior assignee of the lease, including any liabilities to the State for unpaid royalties.

- (B) ASSIGNMENT LIMITATION. Notwithstanding any provision in Paragraph 27(a), if the owner of the soil acquires this lease in whole or in part by assignment without the prior written approval of the Commissioner of the General Land Office, this lease is void as of the time of assignment and the agency power of the owner may be forfeited by the Commissioner. An assignment will be treated as if it were made to the owner of the soil if the assignee is:
 - (1) a nominee of the owner of the soil;
 - (2) a corporation or subsidiary in which the owner of the soil is a principal stockholder or is an employee of such a corporation or subsidiary;
 - (3) a partnership in which the owner of the soil is a partner or is an employee of such a partnership;
 - (4) a principal stockholder or employee of the corporation which is the owner of the soil;
 - (5) a partner or employee in a partnership which is the owner of the soil;
 - (6) a fiduciary for the owner of the soil; including but not limited to a guardian, trustee, executor, administrator, receiver, or conservator for the owner of the soil; or
 - (7) a family member of the owner of the soil or related to the owner of the soil by marriage, blood, or adoption.
- 28. RELEASES. Under the conditions contained in this paragraph and Paragraph 29, Lessee may at any time execute and deliver to the owner of the soil and place of record a release or releases covering any portion or portions of the leased premises, and thereby surrender this lease as to such portion or portions, and be relieved of all subsequent obligations as to acreage surrendered. If any part of this lease is properly surrendered, the delay rental due under this lease shall be reduced by the proportion that the surrendered acreage bears to the acreage which was covered by this lease immediately prior to such surrender; however, such release will not relieve Lessee of any liabilities which may have accrued under this lease prior to the surrender of such acreage.
- 29. FILING OF ASSIGNMENTS AND RELEASES. If all or any part of this lease is assigned or released, such assignment or release must be recorded in the county where the land is situated, and the recorded instrument, or a copy of the recorded instrument certified by the County Clerk of the county in which the instrument is recorded, must be filed in the General Land Office within 90 days of the last execution date accompanied by the prescribed filing fee. If any such assignment is not so filed, the rights acquired under this lease shall be subject to forfeiture at the option of the Commissioner of the General Land Office.
- 30. DISCLOSURE CLAUSE. All provisions pertaining to the lease of the above-described land have been included in this instrument, including the statement of the true consideration to be paid for the execution of this lease and the rights and duties of the parties. Any collateral agreements concerning the development of oil and gas from the leased premises which are not contained in this lease render this lease invalid.
- 31. FIDUCIARY DUTY. The owner of the soil owes the State a fiduciary duty and must fully disclose any facts affecting the State's interest in the leased premises. When the interests of the owner of the soil conflict with those of the State, the owner of the soil is obligated to put the State's interests before his personal interests.
- 32. FORFEITURE. If Lessee shall fail or refuse to make the payment of any sum within thirty days after it becomes due, or if Lessee or an authorized agent should knowingly make any false return or false report concerning production or drilling, or if Lessee shall fail or refuse to drill any offset well or wells in good faith as required by law and the rules and regulations adopted by the Commissioner of the General Land Office, or if Lessee should fail to file reports in the manner required by law or fail to comply with rules and regulations promulgated by the General Land Office, the School Land Board, or the Railroad Commission, or if Lessee should refuse the proper authority access to the records pertaining to operations, or if Lessee or an authorized agent should knowingly fail or refuse to give correct information to the proper authority, or knowingly fail or refuse to furnish the General Land Office a correct log of any well, or if Lessee shall knowingly violate any of the material provisions of this lease, or if this lease is assigned and the assignment is not filed in the General Land Office as required by law, the rights acquired under this lease shall be subject to forfeiture by the Commissioner, and he shall forfeit same when sufficiently informed of the facts which authorize a forfeiture, and when forfeited the area shall again be subject to lease under the terms of the Relinquishment Act. However, nothing herein shall be construed as waiving the automatic termination of this lease by operation of law or by reason of any special limitation arising hereunder. Forfeitures may be set aside and this lease and all rights thereunder reinstated before the rights of another intervene upon satisfactory evidence to the Commissioner of the General Land Office of future compliance with the provisions of the law and of this lease and the rules and regulations that may be adopted relative hereto.
- 33. LIEN. In accordance with Texas Natural Resources Code 52.136, the State shall have a first lien upon all oil and gas produced from the area covered by this lease to secure payment of all unpaid royalty and other sums of money that may become due under this lease. By acceptance of this lease, Lessee grants the State, in addition to the lien provided by Texas Natural Resources Code 52.136 and any other applicable statutory lien, an express contractual lien on and security interest in all leased minerals in and extracted from the leased premises, all proceeds which may accrue to Lessee from the sale of such leased minerals, whether such proceeds are held by Lessee or by a third party, and all fixtures on and improvements to the leased premises used in connection with the production or processing of such leased minerals in order to secure the payment of all royalties or other amounts due or to become due under this lease and to secure payment of any damages or loss that Lessor may suffer by reason of Lessee's breach of any covenant or condition of this lease, whether express or implied. This lien and security interest may be foreclosed with or without court



proceedings in the manner provided in the Title I, Chapter 9 of the Texas Business and Commerce Code. Lessee agrees that the Commissioner may require Lessee to execute and record such instruments as may be reasonably necessary to acknowledge, attach or perfect this lien. Lessee hereby represents that there are no prior or superior liens arising from and relating to Lessee's activities upon the above-described property or from Lessee's acquisition of this lease. Should the Commissioner at any time determine that this representation is not true, then the Commissioner may declare this lease forfeited as provided herein.

- 34. POOLING. Lessee is hereby granted the right to pool or unitize the royalty interest of the owner of the soil under this lease with any other leasehold or mineral interest for the exploration, development and production of oil or gas or either of them upon the same terms as shall be approved by the School Land Board and the Commissioner of the General Land Office for the pooling or unitizing of the interest of the State under this lease pursuant to Texas Natural Resources Code 52.151-52.153. The owner of the soil agrees that the inclusion of this provision in this lease satisfies the execution requirements stated in Texas Natural Resources Code 52.152.
- INDEMNITY. Lessee hereby releases and discharges the State of Texas and the owner of the soil, their officers, employees, partners, agents, contractors, subcontractors, guests, invitees, and their respective successors and assigns, of and from all and any actions and causes of action of every nature, or other harm, including environmental harm, for which recovery of damages is sought, including, but not limited to, all losses and expenses which are caused by the activities of Lessee, its officers, employees, and agents arising out of, incidental to, or resulting from, the operations of or for Lessee on the leased premises hereunder, or that may arise out of or be occasioned by Lessee's breach of any of the terms or provisions of this Agreement, or by any other negligent or strictly liable act or omission of Lessee. Further, Lessee hereby agrees to be liable for, exonerate, indemnify, defend and hold harmless the State of Texas and the owner of the soil, their officers, employees and agents, their successors or assigns, against any and all claims, liabilities, losses, damages, actions, personal injury (including death), costs and expenses, or other harm for which recovery of damages is sought, under any theory including tort, contract, or strict liability, including attorneys' fees and other legal expenses, including those related to environmental hazards, on the leased premises or in any way related to Lessee's failure to comply with any and all environmental laws; those arising from or in any way related to Lessee's operations or any other of Lessee's activities on the leased premises; those arising from Lessee's use of the surface of the leased premises; and those that may arise out of or be occasioned by Lessee's breach of any of the terms or provisions of this Agreement or any other act or omission of Lessee, its directors, officers, employees, partners, agents, contractors, subcontractors, guests, invitees, and their respective successors and assigns. Each assignee of this Agreement, or an interest therein, agrees to be liable for, exonerate, indemnify, defend and hold harmless the State of Texas and the owner of the soil, their officers, employees, and agents in the same manner provided above in connection with the activities of Lessee, its officers, employees, and agents as described above. EXCEPT AS OTHERWISE EXPRESSLY LIMITED HEREIN. ALL OF THE INDEMNITY OBLIGATIONS AND/OR LIABILITIES ASSUMED UNDER THE TERMS OF THIS AGREEMENT SHALL BE WITHOUT LIMITS AND WITHOUT REGARD TO THE CAUSE OR CAUSES THEREOF (EXCLUDING PRE-EXISTING CONDITIONS), STRICT LIABILITY, OR THE NEGLIGENCE OF ANY PARTY OR PARTIES (INCLUDING THE NEGLIGENCE OF THE INDENINIFIED PARTY), WHETHER SUCH NEGLIGENCE BE SOLE, JOINT, CONCURRENT, ACTIVE, OR PASSIVE.
- ENVIRONMENTAL HAZARDS. Lessee shall use the highest degree of care and all reasonable safeguards to prevent contamination or pollution of any environmental medium, including soil, surface waters, groundwater, sediments, and surface or subsurface strata, ambient air or any other environmental medium in, on, or under the leased premises, by any waste, pollutant, or contaminant. Lessee shall not bring or permit to remain on the leased premises any asbestos containing materials, explosives, toxic materials, or substances regulated as hazardous wastes, hazardous materials, hazardous substances (as the term "Hazardous Substance" is defined in the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA), 42 U.S.C. Sections 9601, et seq.), or toxic substances under any federal, state, or local law or regulation ("Hazardous Materials"), except ordinary products commonly used in connection with oil and gas exploration and development operations and stored in the usual manner and quantities. LESSEE'S VIOLATION OF THE FOREGOING PROHIBITION SHALL CONSTITUTE A MATERIAL BREACH AND DEFAULT HEREUNDER AND LESSEE SHALL INDEMNIFY, HOLD HARMLESS AND DEFEND THE STATE OF TEXAS AND THE OWNER OF THE SOIL FROM AND AGAINST ANY CLAIMS, DAMAGES, JUDGMENTS, PENALTIES, LIABILITIES, AND COSTS (INCLUDING REASONABLE ATTORNEYS' FEES AND COURT COSTS) CAUSED BY OR ARISING OUT OF (I) A VIOLATION OF THE FOREGOING PROHIBITION OR (II) THE PRESENCE, RELEASE, OR DISPOSAL OF ANY HAZARDOUS MATERIALS ON, UNDER, OR ABOUT THE LEASED PREMISES DURING LESSEE'S OCCUPANCY OR CONTROL OF THE LEASED PREMISES. LESSEE SHALL CLEAN UP, REMOVE, REMEDY AND REPAIR ANY SOIL OR GROUND WATER CONTAMINATION AND DAMAGE CAUSED BY THE PRESENCE OR RELEASE OF ANY HAZARDOUS MATERIALS IN, ON, UNDER, OR ABOUT THE LEASED PREMISES DURING LESSEE'S OCCUPANCY OF THE LEASED PREMISES IN CONFORMANCE WITH THE REQUIREMENTS OF APPLICABLE LAW. THIS INDEMNIFICATION AND ASSUMPTION SHALL APPLY, BUT IS NOT LIMITED TO, LIABILITY FOR RESPONSE ACTIONS UNDERTAKEN PURSUANT TO CERCLA OR ANY OTHER ENVIRONMENTAL LAW OR REGULATION. LESSEE SHALL IMMEDIATELY GIVE THE STATE OF TEXAS AND THE OWNER OF THE SOIL WRITTEN NOTICE OF ANY BREACH OR SUSPECTED BREACH OF THIS PARAGRAPH, UPON LEARNING OF THE PRESENCE OF ANY HAZARDOUS MATERIALS, OR UPON RECEIVING A NOTICE FROM ANY GOVERNMENTAL AGENCY PERTAINING TO HAZARDOUS MATERIALS WHICH MAY AFFECT THE LEASED PREMISES. THE OBLIGATIONS OF LESSEE HEREUNDER SHALL SURVIVE THE EXPIRATION OR EARLIER TERMINATION, FOR ANY REASON, OF THIS AGREEMENT.
- 37. APPLICABLE LAW. This lease is issued under the provisions of Texas Natural Resources Code 52.171 through 52.190, commonly known as the Relinquishment Act, and other applicable statutes and amendments thereto, and if any provision in this lease does not conform to these statutes, the statutes will prevail over any nonconforming lease provisions.

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- 8 -

- EXECUTION. This oil and gas lease must be signed and acknowledged by the Lessee before it is filed of record in the county records and in the General Land Office of the State of Texas. Once the filing requirements found in Paragraph 39 of this lease have been satisfied, the effective date of this lease shall be the date found on Page 1.
- LEASE FILING. Pursuant to Chapter 9 of the Texas Business and Commerce Code, this lease must be filed of record in the office of the County Clerk in any county in which all or any part of the leased premises is located, and certified copies thereof must be filed in the General Land Office. This lease is not effective until a certified copy of this lease (which is made and certified by the County Clerk from his records) is filed in the General Land Office in accordance with Texas Natural Resources Code Additionally this lease shall not be hinding upon the State upless it recites the actual and true consideration paid or r

	escribed filing fee shall accompany such certified copy to the General
40. See attached Exhibit "A" for additional provi	sions.
LEGEND NATURAL GA	S IV, LP
(and Ulingley	
Carl Wimberley, Vice Pres Date:	sident
Date. 1 [DOIO	
STATE OF TEXAS	STATE OF TEXAS
Individually and as agent for the State of Texas Pamela Parker Clifton, dealing in her sole and separate property	BY:
DATE: 9-1-2010	DATE:
STATE OF TEXAS	(CORPORATE ACKNOWLEDGMENT)
COUNTY OF HARRIS	
is subscribed to the foregoing instrument, as Vice President of Leg	ppeared Carl Wimberley known to me to be the person whose name and Natural Gas IV, LP, a Delaware limited partnership, and acknowledged to expressed, in the capacity stated, and as the act and deed of said partnership.
Given under my hand and seal of office this the grant da	ay of September, 2010.
me that he executed the same for the purposes and consideration therein Given under my hand and seal of office this the MELODY A. LANIER Notary Public, State of Texas My Commission Expires	Notary Rublic in and for the State of TEXAS

March 27, 2013

(INDIVIDUAL ACKNOWLEDGMENT)

COUNTY OF LAMPASAS

STATE OF TEXAS

Before me, the undersigned authority, on this day personally appeared Pamela Parker Clifton, dealing in her sole and separate property known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that they executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this the TRICIA A. SNEED Notary Public in and for the State of TEXAS **Notary Public**

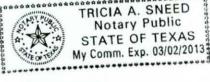


EXHIBIT "A"

ATTACHED TO AND MADE PART OF THAT CERTAIN OIL AND GAS LEASE
DATED SEPTEMBER 1, 2010, BY AND BETWEEN THE STATE OF TEXAS, ACTING BY AND
THROUGH ITS AGENT, PAMELA PARKER CLIFTON, AS LESSOR, AND
LEGEND NATURAL GAS IV, LP, AS LESSEE

- 1. If, at the expiration of the primary term, this lease is being maintained in force under any provision of the lease, or within 180 days prior to the expiration of the primary term Lessee has completed a well as a dry hole or commenced a well on the leased premises or lands pooled therewith, or Lessee is then engaged in operations on the leased premises or lands pooled therewith, Lessee agrees to begin a continuous drilling program within 180 days after the end of the primary term or within 180 days after completion of such well or the cessation of such operations, whichever is the later date; and thereafter to carry on the continuous drilling program on the leased premises or lands pooled therewith until all proration units have been drilled, allowing not more than 180 days to elapse between the completion of one well and the commencement of the succeeding well. Should Lessee fail to begin the continuous drilling program or subsequently default in the performance thereof, then in either event, this lease shall terminate as to all lands covered hereby, save and except for the proration unit surrounding each well then producing, capable of producing or upon which operations are being conducted, limited, respectively, to those depths from the surface down to the stratigraphic equivalent of the depth 100 feet below the total depth drilled in any such proration unit. As used in this paragraph: i) the term "commission" means the Railroad Commission of the State of Texas or any successor agency, ii) the term "proration unit" means any acreage designated as a drilling unit or production unit in accordance with the rules of the commission (or any other governmental authority having jurisdiction) or any unit formed by pooling as provided in this lease or otherwise, iii) the terms "commenced" and "commencement" mean the date when a well is spudded, and iv) the terms "completed" and "completion" mean the date the initial potential test report is filed with the commission, if a productive well, or the date the plugging report is filed with the commission, if a dry hole, in either event no later than 60 days after the drilling rig has been released. Notwithstanding the partial termination of this lease, Lessee shall continue to have the rights of ingress and egress across all of the leased premises to and from lands that remain subject to this lease, or lands pooled therewith, for the purposes described in paragraph 1 hereof, together with easements and rights of way for roads. pipelines, flowlines and other facilities on or across all of the leased premises for the exploration, development, production, gathering or transportation of oil, gas and other products from the lands still subject to this lease or lands pooled therewith. The sole liability or penalty for the failure of Lessee to drill any well or wells required or permitted by this lease shall be the termination or partial termination of Lessee's rights under the lease as provided above. Once Continuous Drilling has ceased each proration unit will be treated as a separate lease.
- 2. Notwithstanding anything to the contrary contained in Paragraph Three (3) of this Lease, for all purposes this lease shall be a fully Paid-Up Oil & Gas Lease for the first three years. Delay Rentals have been paid in full with the Bonus Consideration tendered herein. Delay Rental payment was based on a \$1.00 per net mineral acre per year for Two (2) Years. Concluding a \$2.00 per acre Pd-Up Rental Payment was made in advance for the Two (2) Year Period on the net mineral acres indicated in this Lease.
- 3. PAYMENTS OF MINIMUM ROYALTY AND SHUT-IN ROYALTY. Paragraph 5 (minimum Royalty) and Paragraph 14 (Shut in Royalty) contains a reference to a computation based upon the delay rental amount specified in Paragraph 3. However, notwithstanding anything contained herein to the contrary, the undersigned do hereby recognize, acknowledge and agree that i) all minimum royalty payments due pursuant to Paragraph 5 shall be calculated on the basis of the delay rental amount being one dollar (\$1.00) per acre, and ii) all shut-in royalty payments due pursuant to Paragraph 14 shall be calculated on the basis of double the annual rental amount of one dollar (\$1.00) per acre (being two dollars (\$2.00) per acre), but not less than \$1200.00 a year for each well capable of producing oil and gas in paying quantities.
- 4. The rentals for the 1st anniversary date and for the 2nd anniversary date have been pre-paid with the bonus for this lease and no additional payments for the 1st anniversary date and for the 2nd anniversary date are due and payable. The total payment to the State and to the owner of the soil is \$752.00 per acre. The state and the owner of the soil have split the total payment of \$752.00 per acre equally.

If delay rentals are paid on or before the 3rd anniversary date, the total rental paid shall be \$1,112,906.90.

Said payment will include a pre-payment for the delay rentals for the 4th anniversary date.

Payments shall be made as follows:

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To the owner of the soil: \$556,453.45

To the State of Texas: \$556,453.45

9-15-

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ate File	ed: 11 4 10 E. Patterson, Commission	onei

2000 - 8 - 8 - 4 Car Lease Just 9- 8- 2016	for said County and State, d	COUNTY OF CULBERSON I, Linda McDonald, Clerk of the County Court in	THE STATE OF TEXAS
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filed for record in my office this 15 day of Sept 2010 at 2:10 P. M. under Clerk's Flic the 65970 Records of Curbon TO EL STILY WIECH Witness From 1980 and seal at Van Horn this 15 Records of Curpaison Co.

Deputy CULBERSON COUNTY, TEXA:

MF111869B

#65972

General Land Office Relinquishment Act Lease Form Revised, September 1997

Paid-Up OIL AND GAS LEASE

	PARKER, III, dealing in his sole and ay, Lahaina, Hawaii 96761	said agent
	(Give Permanent	Address)
herein referred to as the ow	mer of the soil (whether one or more), a	nd LEGEND NATURAL GAS IV, LP
	of	410 W. Grand Parkway South, Suite 400
	(Give Perma	Katy, Texas 77494 nent Address)
hereinafter called Lessee.	(Sive remain	ivit i tual coo,
to be paid, kept and perfo grants, leases and lets unto lines, building tanks, storia	rmed by Lessee under this lease, the S Lessee, for the sole and only purpose on ag oil and building power Stations, telep	n of the amounts stated below and of the covenants and agreements tate of Texas acting by and through the owner of the soil, hereby f prospecting and drilling for and producing oil and gas, laying pipe shone lines and other Structures thereon, to produce, save, take care s situated in Culberson County, State of Texas, to-wit:
Block 53, Publi Section 22: Section 27: Section 34: Section 38: Section 46: Section 47: Section 48:	c School Land Survey All N/2 & SW/4 All All All All N/2, SW/4 & W/2 SE/4 N/2, SE/4 & E/2 SW/4	Block 55, Public School Land Survey Section 1: NW/4, N/2 SW/4 & SW/4 SW/4
Containing 4,445.70 acres	more or less. The bonus consideration	paid for this lease is as follows:
To the S	tate of Texas:Three Hundred Forty- Dollars (\$348,247.44)	eight Thousand Two Hundred Forty-seven and 44/100
To the o	wner of the soil: Three Hundred Forty Dollars (\$_348,247.44)	eight Thousand Two Hundred Forty-seven and 44/100
Total bo	nus consideration: Six Hundred Ninety- Dollars (\$_696,494.88)	six Thousand Four Hundred Ninety-four and 88/100
The total bonus considerat	ion paid represents a bonus of Se Dollars (\$ 752.00) pe	ven Hundred Fifty-two and No/100 er acre, on 926.19 net acres.
(herein called primary ter As used in this lease, the	n") and as long thereafter as oil and gas	ease, this lease shall be for a term of <u>Five (5) years</u> from this date s, or either of them, is produced in paying quantities from said land, the the receipts from the sale or other authorized commercial expenses for the six months last past.
lease shall terminate, unle Pay direct to Lessor at the continue as the depository pay or tender to the COM like sum on or before said	ss on or before such anniversary date Le <u>above address</u> Bank, at regardless of changes in the ownership MISSIONER OF THE GENERAL LAN date. Payments under this paragraph s	on the leased premises on or before one (1) year from this date, this ssee shall pay or tender to the owner of the soil or to his credit in the, or its successors (which shall of said land), the amount specified below; in addition, Lessee shall ND OFFICE OF THE STATE OF TEXAS, AT AUSTIN, TEXAS, a hall operate as a rental and shall cover the privilege of deferring the is under this paragraph shall be in the following amounts:
	Dollars (\$)	d 4 of the attached Exhibit "A" for amended Delay Rental Provision
	Dollars (\$)	of the attached Exhibit "A" for amended Delay Rental Provision ched Exhibit "A" for amended Delay Rental Provision
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In a like manner and upon like payments or tenders annually, the commencement of a well may be further deferred for successive periods of one (1) year each during the primary term. All payments or tenders of rental to the owner of the soil may be made by check or sight draft of Lessee, or any assignee of this lease, and may be delivered on or before the rental paying date. If the bank designated in this paragraph (or its successor bank) should cease to exist, suspend business, liquidate, fail or be succeeded by another bank, or for any reason fail or refuse to accept rental, Lessee shall not be held in default for failure to make such payments or tenders of rental until thirty (30) days after the owner of the soil shall deliver to Lessee a proper recordable instrument naming another bank as agent to receive such payments or tenders.

- 4. PRODUCTION ROYALTIES Upon production of oil and/or gas, Lessee agrees to pay or cause to be paid one-half (1/2) of the royalty provided for in this lease to the Commissioner of the General Land Office of the State of Texas, at Austin, Texas, and one-half (1/2) of such royalty to the owner of the soil:
- (A) OIL. Royalty payable on oil, which is defined as including all hydrocarbons produced in a liquid form at the mouth of the well and also as all condensate, distillate, and other liquid hydrocarbons recovered from oil or gas run through a separator or other equipment, as hereinafter provided, shall be 1/4th part of the gross production or the market value thereof, at the option of the owner of the soil or the Commissioner of the General Land Office, such value to be determined by 1) the highest posted price, plus premium, if any, offered or paid for oil, condensate, distillate, or other liquid hydrocarbons, respectively, of a like type and gravity in the general area where produced and when run, or 2) the highest market price thereof offered or paid in the general area where produced and when run, or 3) the gross proceeds of the sale thereof, whichever is the greater. Lessee agrees that before any gas produced from the leased premises is sold, used or processed in a plant, it will be run free of cost to the royalty owners through an adequate oil and gas separator of conventional type, or other equipment at least as efficient, so that all liquid hydrocarbons recoverable from the gas by such means will be recovered. The requirement that such gas be run through a separator or other equipment may be waived in writing by the royalty owners upon such terms and conditions as they prescribe.
- (B) NON PROCESSED GAS. Royalty on any gas (including flared gas), which is defined as all hydrocarbons and gaseous substances not defined as oil in subparagraph (A) above, produced from any well on said land (except as provided herein with respect to gas processed in a plant for the extraction of gasoline, liquid hydrocarbons or other products) shall be 1/4th part of the gross production or the market value thereof, at the option of the owner of the soil or the Commissioner of the General Land Office, such value to be based on the highest market price paid or offered for gas of comparable quality in the general area where produced and when run, or the gross price paid or offered to the producer, whichever is the greater; provided that the maximum pressure base in measuring the gas under this lease shall not at any time exceed 14.65 pounds per square inch absolute, and the standard base temperature shall be sixty (60) degrees Fahrenheit, correction to be made for pressure according to Boyle's Law, and for specific gravity according to tests made by the Balance Method or by the most approved method of testing being used by the industry at the time of testing.
- (C) PROCESSED GAS. Royalty on any gas processed in a gasoline plant or other plant for the recovery of gasoline or other liquid hydrocarbons shall be 1/4th part of the residue gas and the liquid hydrocarbons extracted or the market value thereof, at the option of the owner of the soil or the Commissioner of the General Land Office. All royalties due herein shall be based on one hundred percent (100%) of the total plant production of residue gas attributable to gas produced from this lease, and on fifty percent (50%), or that percent accruing to Lessee, whichever is the greater, of the total plant production of liquid hydrocarbons attributable to the gas produced from this lease; provided that if liquid hydrocarbons are recovered from gas processed in a plant in which Lessee (or its parent, subsidiary or affiliate) owns an interest, then the percentage applicable to liquid hydrocarbons shall be fifty percent (50%) or the highest percent accruing to a third party processing gas through such plant under a processing agreement negotiated at arm's length (or if there is no such third party, the highest percent then being specified in processing agreements or contracts in the industry), whichever is the greater. The respective royalties on residue gas and on liquid hydrocarbons shall be determined by 1) the highest market price paid or offered for any gas (or liquid hydrocarbons) of comparable quality in the general area, or 2) the gross price paid or offered for such residue gas (or the weighted average gross selling price for the respective grades of liquid hydrocarbons), whichever is the greater. In no event, however, shall the royalties payable under this paragraph be less than the royalties which would have been due had the gas not been processed.
- (D) OTHER PRODUCTS. Royalty on carbon black, sulphur or any other products produced or manufactured from gas (excepting liquid hydrocarbons) whether said gas be casinghead, "dry," or any other gas, by fractionating, burning or any other processing shall be <u>1/4th</u> part of the gross production of such products, or the market value thereof, at the option of the owner of the soil or the Commissioner of the General Land Office, such market value to be determined as follows: 1) on the basis of the highest market price of each product for the same month in which such product is produced, or 2) on the basis of the average gross sale price of each product for the same month in which such products are produced; whichever is the greater.
- 5. MINIMUM ROYALTY. During any year after the expiration of the primary term of this lease, if this lease is maintained by production, the royalties paid under this lease in no event shall be less than an amount equal to the total annual delay rental herein provided; otherwise, there shall be due and payable on or before the last day of the month succeeding the anniversary date of this lease a sum equal to the total annual rental less the amount of royalties paid during the preceding year. If Paragraph 3 of this lease does not specify a delay rental amount, then for the purposes of this paragraph, the delay rental amount shall be one dollar (\$1.00) per acre.

- 6. ROYALTY IN KIND. Notwithstanding any other provision in this lease, at any time or from time to time, the owner of the soil or the Commissioner of the General Land Office may, at the option of either, upon not less than sixty (60) days notice to the holder of the lease, require that the payment of any royalties accruing to such royalty owner under this lease be made in kind. The owner of the soil's or the Commissioner of the General Land Office's right to take its royalty in kind shall not diminish or negate the owner of the soil's or the Commissioner of the General Land Office's rights or Lessee's obligations, whether express or implied, under this lease.
- 7. NO DEDUCTIONS. Lessee agrees that all royalties accruing under this lease (including those paid in kind) shall be without deduction for the cost of producing, gathering, storing, separating, treating, dehydrating, compressing, transporting, and otherwise making the oil, gas and other products hereunder ready for sale or use. Lessee agrees to compute and pay royalties on the gross value received, including any reimbursements for severance taxes and production related costs.
- 8. PLANT FUEL AND RECYCLED GAS. No royalty shall be payable on any gas as may represent this lease's proportionate share of any fuel used to process gas produced hereunder in any processing plant. Notwithstanding any other provision of this lease, and subject to the written consent of the owner of the soil and the Commissioner of the General Land Office, Lessee may recycle gas for gas lift purposes on the leased premises or for injection into any oil or gas producing formation underlying the leased premises after the liquid hydrocarbons contained in the gas have been removed; no royalties shall be payable on the recycled gas until it is produced and sold or used by Lessee in a manner which entitles the royalty owners to a royalty under this lease.
- 9. ROYALTY PAYMENTS AND REPORTS. All royalties not taken in kind shall be paid to the Commissioner of the General Land Office at Austin, Texas, in the following manner:

Payment of royalty on production of oil and gas shall be as provided in the rules set forth in the Texas Register. Rules currently provide that royalty on oil is due and must be received in the General Land Office on or before the 5th day of the second month succeeding the month of production, and royalty on gas is due and must be received in the General Land Office on or before the 15th day of the second month succeeding the month of production, accompanied by the affidavit of the owner, manager or other authorized agent, completed in the form and manner prescribed by the General Land Office and showing the gross amount and disposition of all oil and gas produced and the market value of the oil and gas, together with a copy of all documents, records or reports confirming the gross production, disposition and market value including gas meter readings, pipeline receipts, gas line receipts and other checks or memoranda of amount produced and put into pipelines, tanks, or pools and gas lines or gas storage, and any other reports or records which the General Land Office may require to verify the gross production, disposition and market value. In all cases the authority of a manager or agent to act for the Lessee herein must be filed in the General Land Office. Each royalty payment shall be accompanied by a check stub, schedule, summary or other remittance advice showing by the assigned General Land Office lease number the amount of royalty being paid on each lease. If Lessee pays his royalty on or before thirty (30) days after the royalty payment was due, then Lessee owes a penalty of 5% on the royalty or \$25.00, whichever is greater. A royalty payment which is over thirty (30) days late shall accrue a penalty of 10% of the royalty due or \$25.00 whichever is greater. In addition to a penalty, royalties shall accrue interest at a rate of 12% per year, such interest will begin accruing when the royalty is sixty (60) days overdue. Affidavits and supporting documents which are not filed when due shall incur a penalty in an amount set by the General Land Office administrative rule which is effective on the date when the affidavits or supporting documents were due. The Lessee shall bear all responsibility for paying or causing royalties to be paid as prescribed by the due date provided herein. Payment of the delinquency penalty shall in no way operate to prohibit the State's right of forfeiture as provided by law nor act to postpone the date on which royalties were originally due. The above penalty provisions shall not apply in cases of title dispute as to the State's portion of the royalty or to that portion of the royalty in dispute as to fair market value.

- 10. (A) RESERVES, CONTRACTS AND OTHER RECORDS. Lessee shall annually furnish the Commissioner of the General Land Office with its best possible estimate of oil and gas reserves underlying this lease or allocable to this lease and shall furnish said Commissioner with copies of all contracts under which gas is sold or processed and all subsequent agreements and amendments to such contracts within thirty (30) days after entering into or making such contracts, agreements or amendments. Such contracts and agreements when received by the General Land Office shall be held in confidence by the General Land Office unless otherwise authorized by Lessee. All other contracts and records pertaining to the production, transportation, sale and marketing of the oil and gas produced on said premises, including the books and accounts, receipts and discharges of all wells, tanks, pools, meters, and pipelines shall at all times be subject to inspection and examination by the Commissioner of the General Land Office, the Attorney General, the Governor, or the representative of any of them.
- (B) PERMITS, DRILLING RECORDS. Written notice of all operations on this lease shall be submitted to the Commissioner of the General Land Office by Lessee or operator five (5) days before spud date, workover, re-entry, temporary abandonment or plug and abandonment of any well or wells. Such written notice to the General Land Office shall include copies of Railroad Commission forms for application to drill. Copies of well tests, completion reports and plugging reports shall be supplied to the General Land Office at the time they are filed with the Texas Railroad Commission. All applications, permits, reports or other filings that reference this lease or any specific well on the leased premises and that are submitted to the Texas Railroad Commission or any other governmental agency shall include the word "State" in the title. Additionally, in accordance with Railroad Commission rules, any signage on the leased premises for the purpose of identifying wells, tank batteries or other associated improvements to the land must also include the word "State." Lessee shall supply the General Land Office with any records, memoranda, accounts, reports, cuttings and cores, or other information relative to the operation of the above described premises, which may be requested by the General Land Office, in addition to those herein expressly provided for. Lessee shall have an electrical and/or radioactivity survey made on the bore-hole section, from the base of the surface casing to the total depth of well, of all wells drilled on the above described premises and shall transmit a true copy of the log of each survey on each well to the General Land Office within fifteen (15) days after the making of said survey.

- (C) PENALTIES. Lessee shall incur a penalty whenever reports, documents or other materials are not filed in the General Land Office when due. The penalty for late filing shall be set by the General Land Office administrative rule which is effective on the date when the materials were due in the General Land Office.
- DRY HOLE/CESSATION OF PRODUCTION DURING PRIMARY TERM. If, during the primary term hereof and prior to discovery and production of oil or gas on said land, Lessee should drill a dry hole or holes thereon, or if during the primary term hereof and after the discovery and actual production of oil or gas from the leased premises such production thereof should cease from any cause, this lease shall not terminate if on or before the expiration of sixty (60) days from date of completion of said dry hole or cessation of production Lessee commences additional drilling or reworking operations thereon, or pays or tenders the next annual delay rental in the same manner as provided in this lease. If, during the last year of the primary term or within sixty (60) days prior thereto, a dry hole be completed and abandoned, or the production of oil or gas should cease for any cause, Lessee's rights shall remain in full force and effect without further operations until the expiration of the primary term; and if Lessee has not resumed production in paying quantities at the expiration of the primary term, Lessee may maintain this lease by conducting additional drilling or reworking operations pursuant to Paragraph 13, using the expiration of the primary term as the date of cessation of production under Paragraph 13. Should the first well or any subsequent well drilled on the above described land be completed as a shut-in oil or gas well within the primary term hereof, Lessee may resume payment of the annual rental in the same manner as provided herein on or before the rental paying date following the expiration of sixty (60) days from the date of completion of such shut-in oil or gas well and upon the failure to make such payment, this lease shall ipso facto terminate. If at the expiration of the primary term or any time thereafter a shut-in oil or gas well is located on the leased premises, payments may be made in accordance with the shut-in provisions hereof.
- 12. DRILLING AND REWORKING AT EXPIRATION OF PRIMARY TERM. If, at the expiration of the primary term, neither oil nor gas is being produced on said land, but Lessee is then engaged in drilling or reworking operations thereon, this lease shall remain in force so long as operations on said well or for drilling or reworking of any additional well are prosecuted in good faith and in workmanlike manner without interruptions totaling more than sixty (60) days during any one such operation, and if they result in the production of oil and/or gas, so long thereafter as oil and/or gas is produced in paying quantities from said land, or payment of shut-in oil or gas well royalties or compensatory royalties is made as provided in this lease.
- 13. CESSATION, DRILLING, AND REWORKING. If, after the expiration of the primary term, production of oil or gas from the leased premises, after once obtained, should cease from any cause, this lease shall not terminate if Lessee commences additional drilling or reworking operations within sixty (60) days after such cessation, and this lease shall remain in full force and effect for so long as such operations continue in good faith and in workmanlike manner without interruptions totaling more than sixty (60) days. If such drilling or reworking operations result in the production of oil or gas, the lease shall remain in full force and effect for so long as oil or gas is produced from the leased premises in paying quantities or payment of shut-in oil or gas well royalties or payment of compensatory royalties is made as provided herein or as provided by law. If the drilling or reworking operations result in the completion of a well as a dry hole, the lease will not terminate if the Lessee commences additional drilling or reworking operations within sixty (60) days after the completion of the well as a dry hole, and this lease shall remain in effect so long as Lessee continues drilling or reworking operations in good faith and in a workmanlike manner without interruptions totaling more than sixty (60) days. Lessee shall give written notice to the General Land Office within thirty (30) days of any cessation of production.
- 14. SHUT-IN ROYALTIES. For purposes of this paragraph, "well" means any well that has been assigned a well number by the state agency having jurisdiction over the production of oil and gas. If, at any time after the expiration of the primary term of a lease that, until being shut in, was being maintained in force and effect, a well capable of producing oil or gas in paying quantities is located on the leased premises, but oil or gas is not being produced for lack of suitable production facilities or lack of a suitable market, then Lessee may pay as a shut-in oil or gas royalty an amount equal to double the annual rental provided in the lease, but not less than \$1,200 a year for each well capable of producing oil or gas in paying quantities. If Paragraph 3 of this lease does not specify a delay rental amount, then for the purposes of this paragraph, the delay rental amount shall be one dollar (\$1.00) per acre. To be effective, each initial shut-in oil or gas royalty must be paid on or before: (1) the expiration of the primary term, (2) 60 days after Lessee ceases to produce oil or gas from the leased premises, or (3) 60 days after Lessee completes a drilling or reworking operation in accordance with the lease provisions; whichever date is latest. Such payment shall be made one-half (1/2) to the Commissioner of the General Land Office and one-half (1/2) to the owner of the soil. If the shut-in oil or gas royalty is paid, the lease shall be considered to be a producing lease and the payment shall extend the term of the lease for a period of one year from the end of the primary term, or from the first day of the month following the month in which production ceased, and, after that, if no suitable production facilities or suitable market for the oil or gas exists, Lessee may extend the lease for four more successive periods of one (1) year by paying the same amount each year on or before the expiration of each shut-in year.
- 15. COMPENSATORY ROYALTIES. If, during the period the lease is kept in effect by payment of the shut-in oil or gas royalty, oil or gas is sold and delivered in paying quantities from a well located within one thousand (1,000) feet of the leased premises and completed in the same producing reservoir, or in any case in which drainage is occurring, the right to continue to maintain the lease by paying the shut-in oil or gas royalty shall cease, but the lease shall remain effective for the remainder of the year for which the royalty has been paid. The Lessee may maintain the lease for four more successive years by Lessee paying compensatory royalty at the royalty rate provided in the lease of the market value of production from the well causing the drainage or which is completed in the same producing reservoir and within one thousand (1,000) feet of the leased premises. The compensatory royalty is to be paid monthly, one-half (1/2) to the Commissioner of the General Land Office and one-half (1/2) to the owner of the soil, beginning on or before the last day of the month following the month in which the oil or gas is produced from the well causing the drainage or that is completed in the same producing reservoir and located within one thousand (1,000) feet of the leased premises. If the compensatory royalty paid in any 12-month period is in an amount less than the annual shut-in oil or gas royalty, Lessee shall pay an amount equal to the difference within thirty (30) days from the end of the 12-month period. Compensatory royalty payments

which are not timely paid will accrue penalty and interest in accordance with Paragraph 9 of this lease. None of these provisions will relieve Lessee of the obligation of reasonable development nor the obligation to drill offset wells as provided in Texas Natural Resources Code 52.173; however, at the determination of the Commissioner, and with the Commissioner's written approval, the payment of compensatory royalties can satisfy the obligation to drill offset wells.

- 16. RETAINED ACREAGE. Notwithstanding any provision of this lease to the contrary, after a well producing or capable of producing oil or gas has been completed on the leased premises, Lessee shall exercise the diligence of a reasonably prudent operator in drilling such additional well or wells as may be reasonably necessary for the proper development of the leased premises and in marketing the production thereon.
- VERTICAL. In the event this lease is in force and effect two (2) years after the expiration date of the primary or extended term it shall then terminate as to all of the leased premises, EXCEPT (1) 40 acres surrounding each oil well capable of producing in paying quantities and 320 acres surrounding each gas well capable of producing in paying quantities (including a shut-in oil or gas well as provided in Paragraph 14 hereof), or a well upon which Lessee is then engaged in continuous drilling or reworking operations, or (2) the number of acres included in a producing pooled unit pursuant to Texas Natural Resources Code 52.151-52.153, or (3) such greater or lesser number of acres as may then be allocated for production purposes to a proration unit for each such producing well under the rules and regulations of the Railroad Commission of Texas, or any successor agency, or other governmental authority having jurisdiction. If at any time after the effective date of the partial termination provisions hereof, the applicable field rules are changed or the well or wells located thereon are reclassified so that less acreage is thereafter allocated to said well or wells for production purposes, this lease shall thereupon terminate as to all acreage not thereafter allocated to said well or wells for production purposes. Notwithstanding the termination of this lease as to a portion of the lands covered hereby, Lessee shall nevertheless continue to have the right of ingress to and egress from the lands still subject to this lease for all purposes described in Paragraph 1 hereof, together with easements and right-of-ways for existing roads, existing pipelines and other existing facilities on, over and across all the lands described in Paragraph 1 hereof ("the retained lands"), for access to and from the retained lands and for the gathering or transportation of oil, gas and other minerals produced from the retained lands.
- (B) HORIZONTAL. In the event this lease is in force and effect two (2) years after the expiration date of the primary or extended term it shall further terminate as to all depths below 100 feet below the total depth drilled (hereinafter "deeper depths") in each well located on acreage retained in Paragraph 16(A) above, unless on or before two (2) years after the primary or extended term Lessee pays an amount equal to one-half (1/2) of the bonus originally paid as consideration for this lease (as specified on page 1 hereof). If such amount is paid, this lease shall be in force and effect as to such deeper depths, and said termination shall be delayed for an additional period of two (2) years and so long thereafter as oil or gas is produced in paying quantities from such deeper depths covered by this lease.
- (C) IDENTIFICATION AND FILING. The surface acreage retained hereunder as to each well shall, as nearly as practical, be in the form of a square with the well located in the center thereof, or such other shape as may be approved by the Commissioner of the General Land Office. Within thirty (30) days after partial termination of this lease as provided herein, Lessee shall execute and record a release or releases containing a satisfactory legal description of the acreage and/or depths not retained hereunder. The recorded release, or a certified copy of same, shall be filed in the General Land Office, accompanied by the filing fee prescribed by the General Land Office rules in effect on the date the release is filed. If Lessee fails or refuses to execute and record such release or releases within ninety (90) days after being requested to do so by the General Land Office, then the Commissioner at his sole discretion may designate by written instrument the acreage and/or depths to be released hereunder and record such instrument at Lessee's expense in the county or counties where the lease is located and in the official records of the General Land Office and such designation shall be binding upon Lessee for all purposes.
- 17. OFFSET WELLS. Neither the bonus, delay rentals, nor royalties paid, or to be paid, under this lease shall relieve Lessee of his obligation to protect the oil and gas under the above-described land from being drained. Lessee, sublessee, receiver or other agent in control of the leased premises shall drill as many wells as the facts may justify and shall use appropriate means and drill to a depth necessary to prevent undue drainage of oil and gas from the leased premises. In addition, if oil and/or gas should be produced in commercial quantities within 1,000 feet of the leased premises, or in any case where the leased premises is being drained by production of oil or gas, the Lessee, sublessee, receiver or other agent in control of the leased premises shall in good faith begin the drilling of a well or wells upon the leased premises within 100 days after the draining well or wells or the well or wells completed within 1,000 feet of the leased premises start producing in commercial quantities and shall prosecute such drilling with diligence. Failure to satisfy the statutory offset obligation may subject this lease and the owner of the soil's agency rights to forfeiture. Only upon the determination of the Commissioner of the General Land Office and with his written approval may the payment of compensatory royalty under applicable statutory parameters satisfy the obligation to drill an offset well or wells required under this paragraph.
- 18. FORCE MAJEURE. If, after a good faith effort, Lessee is prevented from complying with any express or implied covenant of this lease, from conducting drilling operations on the leased premises, or from producing oil or gas from the leased premises by reason of war, rebellion, riots, strikes, acts of God, or any valid order, rule or regulation of government authority, then while so prevented, Lessee's obligation to comply with such covenant shall be suspended and Lessee shall not be liable for damages for failure to comply with such covenants; additionally, this lease shall be extended while Lessee is prevented, by any such cause, from conducting drilling and reworking operations or from producing oil or gas from the leased premises. However, nothing in this paragraph shall suspend the payment of delay rentals in order to maintain this lease in effect during the primary term in the absence of such drilling or reworking operations or production of oil or gas.

- 19. WARRANTY CLAUSE. The owner of the soil warrants and agrees to defend title to the leased premises. If the owner of the soil defaults in payments owed on the leased premises, then Lessee may redeem the rights of the owner of the soil in the leased premises by paying any mortgage, taxes or other liens on the leased premises. If Lessee makes payments on behalf of the owner of the soil under this paragraph, Lessee may recover the cost of these payments from the rental and royalties due the owner of the soil.
- 20. (A) PROPORTIONATE REDUCTION CLAUSE. If the owner of the soil owns less than the entire undivided surface estate in the above described land, whether or not Lessee's interest is specified herein, then the royalties and rental herein provided to be paid to the owner of the soil shall be paid to him in the proportion which his interest bears to the entire undivided surface estate and the royalties and rental herein provided to be paid to the Commissioner of the General Land Office of the State of Texas shall be likewise proportionately reduced. However, before Lessee adjusts the royalty or rental due to the Commissioner of the General Land Office, Lessee or his authorized representative must submit to the Commissioner of the General Land Office a written statement which explains the discrepancy between the interest purportedly leased under this lease and the actual interest owned by the owner of the soil. The Commissioner of the General Land Office shall be paid the value of the whole production allocable to any undivided interest not covered by a lease, less the proportionate development and production cost allocable to such undivided interest. However, in no event shall the Commissioner of the General Land Office receive as a royalty on the gross production allocable to the undivided interest not leased an amount less than the value of one-sixteenth (1/16) of such gross production.
- (B) REDUCTION OF PAYMENTS. If, during the primary term, a portion of the land covered by this lease is included within the boundaries of a pooled unit that has been approved by the School Land Board and the owner of the soil in accordance with Natural Resources Code Sections 52.151-52.154, or if at any time after the expiration of the primary term or the extended term, this lease covers a lesser number of acres than the total amount described herein, payments that are made on a per acre basis hereunder shall be reduced according to the number of acres pooled, released, surrendered, or otherwise severed, so that payments determined on a per acre basis under the terms of this lease during the primary term shall be calculated based upon the number of acres outside the boundaries of a pooled unit, or, if after the expiration of the primary term, the number of acres actually retained and covered by this lease.
- 21. USE OF WATER. Lessee shall have the right to use water produced on said land necessary for operations under this lease except water from wells or tanks of the owner of the soil; provided, however, Lessee shall not use potable water or water suitable for livestock or irrigation purposes for watertlood operations without the prior consent of the owner of the soil.
- 22. AUTHORIZED DAMAGES. Lessee shall pay the owner of the soil for damages caused by its operations to all personal property, improvements, livestock and crops on said land.
 - 23. PIPELINE DEPTH. When requested by the owner of the soil, Lessee shall bury its pipelines below plow depth.
- 24. WELL LOCATION LIMIT. No well shall be drilled nearer than two hundred (200) feet to any house or barn now on said premises without the written consent of the owner of the soil.
- 25. POLLUTION. In developing this area, Lessee shall use the highest degree of care and all proper safeguards to prevent pollution. Without limiting the foregoing, pollution of coastal wetlands, natural waterways, rivers and impounded water shall be prevented by the use of containment facilities sufficient to prevent spillage, seepage or ground water contamination. In the event of pollution, Lessee shall use all means at its disposal to recapture all escaped hydrocarbons or other pollutant and shall be responsible for all damage to public and private properties. Lessee shall build and maintain fences around its slush, sump, and drainage pits and tank batteries so as to protect livestock against loss, damage or injury; and upon completion or abandonment of any well or wells, Lessee shall fill and level all slush pits and cellars and completely clean up the drilling site of all rubbish thereon. Lessee shall, while conducting operations on the leased premises, keep said premises free of all rubbish, cans, bottles, paper cups or garbage, and upon completion of operations shall restore the surface of the land to as near its original condition and contours as is practicable. Tanks and equipment will be kept painted and presentable.
- 26. REMOVAL OF EQUIPMENT. Subject to limitations in this paragraph, Lessee shall have the right to remove machinery and fixtures placed by Lessee on the leased premises, including the right to draw and remove casing, within one hundred twenty (120) days after the expiration or the termination of this lease unless the owner of the soil grants Lessee an extension of this 120-day period. However, Lessee may not remove casing from any well capable of producing oil and gas in paying quantities. Additionally, Lessee may not draw and remove casing until after thirty (30) days written notice to the Commissioner of the General Land Office and to the owner of the soil. The owner of the soil shall become the owner of any machinery, fixtures, or casing which are not timely removed by Lessee under the terms of this paragraph.
- 27. (A) ASSIGNMENTS. Under the conditions contained in this paragraph and Paragraph 29 of this lease, the rights and estates of either party to this lease may be assigned, in whole or in part, and the provisions of this lease shall extend to and be binding upon their heirs, devisees, legal representatives, successors and assigns. However, a change or division in ownership of the land, rentals, or royalties will not enlarge the obligations of Lessee, diminish the rights, privileges and estates of Lessee, impair the effectiveness of any payment made by Lessee or impair the effectiveness of any act performed by Lessee. And no change or division in ownership of the land, rentals, or royalties shall bind Lessee for any purpose until thirty (30) days after the owner of the soil (or his heirs, devisees, legal representatives or assigns) furnishes the Lessee with satisfactory written evidence of the change in ownership, including the original recorded muniments of title (or a certified copy of such original) when the ownership changed because of a conveyance. A total or partial assignment of this lease shall, to the extent of the interest assigned, relieve and discharge Lessee of all subsequent obligations under this lease. If this lease is assigned in its entirety as to only part of the acreage, the right and option to pay rentals shall be apportioned as between the several owners ratably, according to the area of each, and failure by one or more of them to

pay his share of the rental shall not affect this lease on the part of the land upon which pro rata rentals are timely paid or tendered; however, if the assignor or assignee does not file a certified copy of such assignment in the General Land Office before the next rental paying date, the entire lease shall terminate for failure to pay the entire rental due under Paragraph 3. Every assignee shall succeed to all rights and be subject to all obligations, liabilities, and penalties owed to the State by the original lessee or any prior assignee of the lease, including any liabilities to the State for unpaid royalties.

- (B) ASSIGNMENT LIMITATION. Notwithstanding any provision in Paragraph 27(a), if the owner of the soil acquires this lease in whole or in part by assignment without the prior written approval of the Commissioner of the General Land Office, this lease is void as of the time of assignment and the agency power of the owner may be forfeited by the Commissioner. An assignment will be treated as if it were made to the owner of the soil if the assignee is:
 - (1) a nominee of the owner of the soil;
 - (2) a corporation or subsidiary in which the owner of the soil is a principal stockholder or is an employee of such a corporation or subsidiary;
 - (3) a partnership in which the owner of the soil is a partner or is an employee of such a partnership;
 - (4) a principal stockholder or employee of the corporation which is the owner of the soil;
 - (5) a partner or employee in a partnership which is the owner of the soil;
 - (6) a fiduciary for the owner of the soil; including but not limited to a guardian, trustee, executor, administrator, receiver, or conservator for the owner of the soil; or
 - (7) a family member of the owner of the soil or related to the owner of the soil by marriage, blood, or adoption.
- 28. RELEASES. Under the conditions contained in this paragraph and Paragraph 29, Lessee may at any time execute and deliver to the owner of the soil and place of record a release or releases covering any portion or portions of the leased premises, and thereby surrender this lease as to such portion or portions, and be relieved of all subsequent obligations as to acreage surrendered. If any part of this lease is properly surrendered, the delay rental due under this lease shall be reduced by the proportion that the surrendered acreage bears to the acreage which was covered by this lease immediately prior to such surrender; however, such release will not relieve Lessee of any liabilities which may have accrued under this lease prior to the surrender of such acreage.
- 29. FILING OF ASSIGNMENTS AND RELEASES. If all or any part of this lease is assigned or released, such assignment or release must be recorded in the county where the land is situated, and the recorded instrument, or a copy of the recorded instrument certified by the County Clerk of the county in which the instrument is recorded, must be filed in the General Land Office within 90 days of the last execution date accompanied by the prescribed filing fee. If any such assignment is not so filed, the rights acquired under this lease shall be subject to forfeiture at the option of the Commissioner of the General Land Office.
- 30. DISCLOSURE CLAUSE. All provisions pertaining to the lease of the above-described land have been included in this instrument, including the statement of the true consideration to be paid for the execution of this lease and the rights and duties of the parties. Any collateral agreements concerning the development of oil and gas from the leased premises which are not contained in this lease render this lease invalid.
- 31. FIDUCIARY DUTY. The owner of the soil owes the State a fiduciary duty and must fully disclose any facts affecting the State's interest in the leased premises. When the interests of the owner of the soil conflict with those of the State, the owner of the soil is obligated to put the State's interests before his personal interests.
- 32. FORFEITURE. If Lessee shall fail or refuse to make the payment of any sum within thirty days after it becomes due, or if Lessee or an authorized agent should knowingly make any false return or false report concerning production or drilling, or if Lessee shall fail or refuse to drill any offset well or wells in good faith as required by law and the rules and regulations adopted by the Commissioner of the General Land Office, or if Lessee should fail to file reports in the manner required by law or fail to comply with rules and regulations promulgated by the General Land Office, the School Land Board, or the Railroad Commission, or if Lessee should refuse the proper authority access to the records pertaining to operations, or if Lessee or an authorized agent should knowingly fail or refuse to give correct information to the proper authority, or knowingly fail or refuse to furnish the General Land Office a correct log of any well, or if Lessee shall knowingly violate any of the material provisions of this lease, or if this lease is assigned and the assignment is not filed in the General Land Office as required by law, the rights acquired under this lease shall be subject to forfeiture by the Commissioner, and he shall forfeit same when sufficiently informed of the facts which authorize a forfeiture, and when forfeited the area shall again be subject to lease under the terms of the Relinquishment Act. However, nothing herein shall be construed as waiving the automatic termination of this lease by operation of law or by reason of any special limitation arising hereunder. Forfeitures may be set aside and this lease and all rights thereunder reinstated before the rights of another intervene upon satisfactory evidence to the Commissioner of the General Land Office of future compliance with the provisions of the law and of this lease and the rules and regulations that may be adopted relative hereto.
- 33. LIEN. In accordance with Texas Natural Resources Code 52.136, the State shall have a first lien upon all oil and gas produced from the area covered by this lease to secure payment of all unpaid royalty and other sums of money that may become due under this lease. By acceptance of this lease, Lessee grants the State, in addition to the lien provided by Texas Natural Resources Code 52.136 and any other applicable statutory lien, an express contractual lien on and security interest in all leased minerals in and extracted from the leased premises, all proceeds which may accrue to Lessee from the sale of such leased minerals, whether such proceeds are held by Lessee or by a third party, and all fixtures on and improvements to the leased premises used in connection with the production or processing of such leased minerals in order to secure the payment of all royalties or other amounts due or to become due under this lease and to secure payment of any damages or loss that Lessor may suffer by reason of Lessee's breach of any covenant or condition of this lease, whether express or implied. This lien and security interest may be foreclosed with or without court

proceedings in the manner provided in the Title I, Chapter 9 of the Texas Business and Commerce Code. Lessee agrees that the Commissioner may require Lessee to execute and record such instruments as may be reasonably necessary to acknowledge, attach or perfect this lien. Lessee hereby represents that there are no prior or superior liens arising from and relating to Lessee's activities upon the above-described property or from Lessee's acquisition of this lease. Should the Commissioner at any time determine that this representation is not true, then the Commissioner may declare this lease forfeited as provided herein.

- 34. POOLING. Lessee is hereby granted the right to pool or unitize the royalty interest of the owner of the soil under this lease with any other leasehold or mineral interest for the exploration, development and production of oil or gas or either of them upon the same terms as shall be approved by the School Land Board and the Commissioner of the General Land Office for the pooling or unitizing of the interest of the State under this lease pursuant to Texas Natural Resources Code 52.151-52.153. The owner of the soil agrees that the inclusion of this provision in this lease satisfies the execution requirements stated in Texas Natural Resources Code 52.152.
- INDEMNITY. Lessee hereby releases and discharges the State of Texas and the owner of the soil, their officers, employees, partners, agents, contractors, subcontractors, guests, invitees, and their respective successors and assigns, of and from all and any actions and causes of action of every nature, or other harm, including environmental harm, for which recovery of damages is sought, including, but not limited to, all losses and expenses which are caused by the activities of Lessee, its officers, employees, and agents arising out of, incidental to, or resulting from, the operations of or for Lessee on the leased premises hereunder, or that may arise out of or be occasioned by Lessee's breach of any of the terms or provisions of this Agreement, or by any other negligent or strictly liable act or omission of Lessee. Further, Lessee hereby agrees to be liable for, exonerate, indemnify, defend and hold harmless the State of Texas and the owner of the soil, their officers, employees and agents, their successors or assigns, against any and all claims, liabilities, losses, damages, actions, personal injury (including death), costs and expenses, or other harm for which recovery of damages is sought, under any theory including tort, contract, or strict liability, including attorneys' fees and other legal expenses, including those related to environmental hazards, on the leased premises or in any way related to Lessee's failure to comply with any and all environmental laws; those arising from or in any way related to Lessee's operations or any other of Lessee's activities on the leased premises; those arising from Lessee's use of the surface of the leased premises; and those that may arise out of or be occasioned by Lessee's breach of any of the terms or provisions of this Agreement or any other act or omission of Lessee, its directors, officers, employees, partners, agents, contractors, subcontractors, guests, invitees, and their respective successors and assigns. Each assignee of this Agreement, or an interest therein, agrees to be liable for, exonerate, indemnify, defend and hold harmless the State of Texas and the owner of the soil, their officers, employees, and agents in the same manner provided above in connection with the activities of Lessee, its officers, employees, and agents as described above. EXCEPT AS OTHERWISE EXPRESSLY LIMITED HEREIN, ALL OF THE INDEMNITY OBLIGATIONS AND/OR LIABILITIES ASSUMED UNDER THE TERMS OF THIS AGREEMENT SHALL BE WITHOUT LIMITS AND WITHOUT REGARD TO THE CAUSE OR CAUSES THEREOF (EXCLUDING PRE-EXISTING CONDITIONS), STRICT LIABILITY, OR THE NEGLIGENCE OF ANY PARTY OR PARTIES (INCLUDING THE NEGLIGENCE OF THE INDENINIFIED PARTY), WHETHER SUCH NEGLIGENCE BE SOLE, JOINT, CONCURRENT, ACTIVE, OR PASSIVE.
- ENVIRONMENTAL HAZARDS. Lessee shall use the highest degree of care and all reasonable safeguards to prevent contamination or pollution of any environmental medium, including soil, surface waters, groundwater, sediments, and surface or subsurface strata, ambient air or any other environmental medium in, on, or under the leased premises, by any waste, pollutant, or contaminant. Lessee shall not bring or permit to remain on the leased premises any asbestos containing materials, explosives, toxic materials, or substances regulated as hazardous wastes, hazardous materials, hazardous substances (as the term "Hazardous Substance" is defined in the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA), 42 U.S.C. Sections 9601, et seq.), or toxic substances under any federal, state, or local law or regulation ("Hazardous Materials"), except ordinary products commonly used in connection with oil and gas exploration and development operations and stored in the usual manner and quantities. LESSEE'S VIOLATION OF THE FOREGOING PROHIBITION SHALL CONSTITUTE A MATERIAL BREACH AND DEFAULT HEREUNDER AND LESSEE SHALL INDEMNIFY, HOLD HARMLESS AND DEFEND THE STATE OF TEXAS AND THE OWNER OF THE SOIL FROM AND AGAINST ANY CLAIMS, DAMAGES, JUDGMENTS, PENALTIES, LIABILITIES, AND COSTS (INCLUDING REASONABLE ATTORNEYS' FEES AND COURT COSTS) CAUSED BY OR ARISING OUT OF (I) A VIOLATION OF THE FOREGOING PROHIBITION OR (II) THE PRESENCE, RELEASE, OR DISPOSAL OF ANY HAZARDOUS MATERIALS ON, UNDER, OR ABOUT THE LEASED PREMISES DURING LESSEE'S OCCUPANCY OR CONTROL OF THE LEASED PREMISES. LESSEE SHALL CLEAN UP, REMOVE, REMEDY AND REPAIR ANY SOIL OR GROUND WATER CONTAMINATION AND DAMAGE CAUSED BY THE PRESENCE OR RELEASE OF ANY HAZARDOUS MATERIALS IN, ON, UNDER, OR ABOUT THE LEASED PREMISES DURING LESSEE'S OCCUPANCY OF THE LEASED PREMISES IN CONFORMANCE WITH THE REQUIREMENTS OF APPLICABLE LAW. THIS INDEMNIFICATION AND ASSUMPTION SHALL APPLY, BUT IS NOT LIMITED TO, LIABILITY FOR RESPONSE ACTIONS UNDERTAKEN PURSUANT TO CERCLA OR ANY OTHER ENVIRONMENTAL LAW OR REGULATION. LESSEE SHALL IMMEDIATELY GIVE THE STATE OF TEXAS AND THE OWNER OF THE SOIL WRITTEN NOTICE OF ANY BREACH OR SUSPECTED BREACH OF THIS PARAGRAPH, UPON LEARNING OF THE PRESENCE OF ANY HAZARDOUS MATERIALS, OR UPON RECEIVING A NOTICE FROM ANY GOVERNMENTAL AGENCY PERTAINING TO HAZARDOUS MATERIALS WHICH MAY THE OBLIGATIONS OF LESSEE HEREUNDER SHALL SURVIVE THE AFFECT THE LEASED PREMISES. EXPIRATION OR EARLIER TERMINATION, FOR ANY REASON, OF THIS AGREEMENT.
- 37. APPLICABLE LAW. This lease is issued under the provisions of Texas Natural Resources Code 52.171 through 52.190, commonly known as the Relinquishment Act, and other applicable statutes and amendments thereto, and if any provision in this lease does not conform to these statutes, the statutes will prevail over any nonconforming lease provisions.

38. EXECUTION. This oil and gas lease must be signed and acknowledged by the Lessee before it is filed of record in the county records and in the General Land Office of the State of Texas. Once the filing requirements found in Paragraph 39 of this lease have been satisfied, the effective date of this lease shall be the date found on Page 1.

39. LEASE FILING. Pursuant to Chapter 9 of the Te record in the office of the County Clerk in any county in which all or thereof must be filed in the General Land Office. This lease is not e certified by the County Clerk from his records) is filed in the General 52.183. Additionally, this lease shall not be binding upon the State un for execution of this lease. The bonus due the State and the prescribe Land Office.	ffective until a certified copy of this lease (which is made and Land Office in accordance with Texas Natural Resources Code less it recites the actual and true consideration paid or promised
See attached Exhibit "A" for additional provisions.	
LEGEND NATURAL GAS IV, I	LP
Carl Wir bole.	
Carl Wimberley, Vice President	
Date:	
STATE OF TEXAS	STATE OF TEXAS
BY: J. Hond Parker III Individually and as agent for the State of Texas J. Loyd Parker, III, dealing in his sole and separate property	BY:
DATE: 9/2/2010	DATE:
STATE OF TEXAS	(CORPORATE ACKNOWLEDGMENT)
COUNTY OF HARRIS	
BEFORE ME, the undersigned authority, on this day personally appeared is subscribed to the foregoing instrument, as <u>Vice President</u> of Legend Nat me that he executed the same for the purposes and consideration therein express	tural Gas IV, LP, a Delaware limited partnership , and acknowledged to ed, in the capacity stated, and as the act and deed of said partnership.
Given under my hand and seal of office this the 8 th day of _	Septembe 1,2010.
MELODY A. LANIER Notary Public, State of Texas My Commission Expires March 27, 2013	Public in and for the State of TEXAS
STATE OF HAWAII	(INDIVIDUAL ACKNOWLED CMENT)
COUNTY OF May 1	(INDIVIDUAL ACKNOWLEDGMENT)
to be the person whose name is subscribed to the foregoing instrument, and	Loyd Parker, III, dealing in his sole and separate property known to me acknowledged to me that they executed the same for the purposes and
Given under my hand and seal of office this theday of _	Jep Tem 1862.
Notary KINKEL A	Public in and for the State of HAWAII
The state of the s	VICKI KINKELLA

My commission expires 6/27/2012



EXHIBIT "A"

ATTACHED TO AND MADE PART OF THAT CERTAIN OIL AND GAS LEASE
DATED SEPTEMBER 1, 2010, BY AND BETWEEN THE STATE OF TEXAS, ACTING BY AND
THROUGH ITS AGENT, J. LOYD PARKER, III, AS LESSOR, AND
LEGEND NATURAL GAS IV, LP, AS LESSEE

- 1. If, at the expiration of the primary term, this lease is being maintained in force under any provision of the lease, or within 180 days prior to the expiration of the primary term Lessee has completed a well as a dry hole or commenced a well on the leased premises or lands pooled therewith, or Lessee is then engaged in operations on the leased premises or lands pooled therewith, Lessee agrees to begin a continuous drilling program within 180 days after the end of the primary term or within 180 days after completion of such well or the cessation of such operations, whichever is the later date; and thereafter to carry on the continuous drilling program on the leased premises or lands pooled therewith until all proration units have been drilled, allowing not more than 180 days to elapse between the completion of one well and the commencement of the succeeding well. Should Lessee fail to begin the continuous drilling program or subsequently default in the performance thereof, then in either event, this lease shall terminate as to all lands covered hereby, save and except for the proration unit surrounding each well then producing, capable of producing or upon which operations are being conducted, limited, respectively, to those depths from the surface down to the stratigraphic equivalent of the depth 100 feet below the total depth drilled in any such proration unit. As used in this paragraph: i) the term "commission" means the Railroad Commission of the State of Texas or any successor agency, ii) the term "proration unit" means any acreage designated as a drilling unit or production unit in accordance with the rules of the commission (or any other governmental authority having jurisdiction) or any unit formed by pooling as provided in this lease or otherwise, iii) the terms "commenced" and "commencement" mean the date when a well is spudded, and iv) the terms "completed" and "completion" mean the date the initial potential test report is filed with the commission, if a productive well, or the date the plugging report is filed with the commission, if a dry hole, in either event no later than 60 days after the drilling rig has been released. Notwithstanding the partial termination of this lease, Lessee shall continue to have the rights of ingress and egress across all of the leased premises to and from lands that remain subject to this lease, or lands pooled therewith, for the purposes described in paragraph 1 hereof, together with easements and rights of way for roads, pipelines, flowlines and other facilities on or across all of the leased premises for the exploration, development, production, gathering or transportation of oil, gas and other products from the lands still subject to this lease or lands pooled therewith. The sole liability or penalty for the failure of Lessee to drill any well or wells required or permitted by this lease shall be the termination or partial termination of Lessee's rights under the lease as provided above. Once Continuous Drilling has ceased each proration unit will be treated as a separate lease.
- 2. Notwithstanding anything to the contrary contained in Paragraph Three (3) of this Lease, for all purposes this lease shall be a fully Paid-Up Oil & Gas Lease for the first three years. Delay Rentals have been paid in full with the Bonus Consideration tendered herein. Delay Rental payment was based on a \$1.00 per net mineral acre per year for Two (2) Years. Concluding a \$2.00 per acre Pd-Up Rental Payment was made in advance for the Two (2) Year Period on the net mineral acres indicated in this Lease.
- 3. PAYMENTS OF MINIMUM ROYALTY AND SHUT-IN ROYALTY. Paragraph 5 (minimum Royalty) and Paragraph 14 (Shut in Royalty) contains a reference to a computation based upon the delay rental amount specified in Paragraph 3. However, notwithstanding anything contained herein to the contrary, the undersigned do hereby recognize, acknowledge and agree that i) all minimum royalty payments due pursuant to Paragraph 5 shall be calculated on the basis of the delay rental amount being one dollar (\$1.00) per acre, and ii) all shut-in royalty payments due pursuant to Paragraph 14 shall be calculated on the basis of double the annual rental amount of one dollar (\$1.00) per acre (being two dollars (\$2.00) per acre), but not less than \$1200.00 a year for each well capable of producing oil and gas in paying quantities.
- 4. The rentals for the 1st anniversary date and for the 2nd anniversary date have been pre-paid with the bonus for this lease and no additional payments for the 1st anniversary date and for the 2nd anniversary date are due and payable. The total payment to the State and to the owner of the soil is \$752.00 per acre. The state and the owner of the soil have split the total payment of \$752.00 per acre equally.

If delay rentals are paid on or before the 3rd anniversary date, the total rental paid shall be \$695,568.70. Said payment will include a pre-payment for the delay rentals for the 4th anniversary date.

baid payment will include a pre-payment for the delay rentals for the 4 armiversary da

Payments shall be made as follows: 71 To the owner of the soil: \$347,784.35

To the State of Texas: \$347,784.35

	Date Filed: 11 4 10 Jerry E. Patterson, Commissioner By GH
	By O T
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••••	

THE STATE OF TEXAS

3610 at recorded in the_ COUNTY OF CULBERSON I, Linda McDonald, Clerk of the County Court in and for said County and State, do hereby certify that the foregoing is a true and correct copy of Ulia Ros Locs added 9-2-2016 M, under Clerk's File No. Records of Culberson County 12 to be

TO CERTIFY WHICH, Witness my hand and seal at Van Horn this ______ Deputy CULBERSON COUNTY, TEXAS

day of

111869

File No. _

65974

General Land Office Relinquishment Act Lease Form Revised, September 1997

Paid-Up OIL AND GAS LEASE

	hade and entered into this 1s BEASLEY YOUNG, III, dealing		2010, between the State of Texas, acting by and
	8261 Northwoods Court, Columbia		said agent
	(Give Perm	anent Address)	
herein referred to as the ov	vner of the soil (whether one or mo		
			d Parkway South, Suite 400
	(Give I	Katy, Texas Permanent Address)	//494
hereinafter called Lessee.		,	
to be paid, kept and perfo grants, leases and lets unto lines, building tanks, stori	ormed by Lessee under this lease, b Lessee, for the sole and only purp ng oil and building power Stations	the State of Texas acti cose of prospecting and to telephone lines and other	tated below and of the covenants and agreements ng by and through the owner of the soil, hereby drilling for and producing oil and gas, laying pipe ner Structures thereon, to produce, save, take care Culberson County, State of Texas, to-wit:
Block 53, Publ Section 22: Section 27: Section 34: Section 38: Section 46: Section 47: Section 48:	ic School Land Survey All N/2 & SW/4 All All All All N/2, SW/4 & W/2 SE/4 N/2, SE/4 & E/2 SW/4	Block 55, P Section 1:	NW/4, N/2 SW/4 & SW/4 SW/4
		7.	is as follows: to Hundred Ninety-eight and 60/100
	Dollars (\$ 139,298.60)	
To the o	owner of the soil: One Hundred T Dollars (\$_139,298.60	hirty-nine Thousand Tw)	o Hundred Ninety-eight and 60/100
Total bo	onus consideration: Two Hundred S Dollars (\$_278,597.20	Seventy-eight Thousand)	Five Hundred Ninety-seven and 20/100
The total bonus considera	tion paid represents a bonus of Dollars (\$_752.00	Seven Hundred Fifty) per acre, on 370.475	-two and No/100
(herein called primary ter As used in this lease, the	m") and as long thereafter as oil a	nd gas, or either of then ies" means that the rece	Il be for a term of Five (5) years from this date in, is produced in paying quantities from said land, ipts from the sale or other authorized commercial amonths last past.
Pay direct to Lessor at the continue as the depositor pay or tender to the COM like sum on or before sai commencement of a well	ess on or before such anniversary de above address Bank, at y regardless of changes in the own IMISSIONER OF THE GENERAL d date. Payments under this paragifor one (1) year from said date. Pa	ate Lessee shall pay or the cership of said land), the LLAND OFFICE OF The caph shall operate as a reyments under this paragete.	nises on or before one (1) year from this date, this ender to the owner of the soil or to his credit in the, or its successors (which shall amount specified below; in addition, Lessee shall HE STATE OF TEXAS, AT AUSTIN, TEXAS, a ental and shall cover the privilege of deferring the raph shall be in the following amounts:
	Dollars (\$)	Exhibit "A" for amended Delay Rental Provision
To the	State of Texas: see Paragraphs 2 Dollars (\$	and 4 of the attached Ex	hibit "A" for amended Delay Rental Provision
Total R		e attached Exhibit "A" f	or amended Delay Rental Provision
			V GEBARALO COPA

In a like manner and upon like payments or tenders annually, the commencement of a well may be further deferred for successive periods of one (1) year each during the primary term. All payments or tenders of rental to the owner of the soil may be made by check or sight draft of Lessee, or any assignee of this lease, and may be delivered on or before the rental paying date. If the bank designated in this paragraph (or its successor bank) should cease to exist, suspend business, liquidate, fail or be succeeded by another bank, or for any reason fail or refuse to accept rental, Lessee shall not be held in default for failure to make such payments or tenders of rental until thirty (30) days after the owner of the soil shall deliver to Lessee a proper recordable instrument naming another bank as agent to receive such payments or tenders.

- 4. PRODUCTION ROYALTIES Upon production of oil and/or gas, Lessee agrees to pay or cause to be paid one-half (1/2) of the royalty provided for in this lease to the Commissioner of the General Land Office of the State of Texas, at Austin, Texas, and one-half (1/2) of such royalty to the owner of the soil:
- (A) OIL. Royalty payable on oil, which is defined as including all hydrocarbons produced in a liquid form at the mouth of the well and also as all condensate, distillate, and other liquid hydrocarbons recovered from oil or gas run through a separator or other equipment, as hereinafter provided, shall be 1/4th part of the gross production or the market value thereof, at the option of the owner of the soil or the Commissioner of the General Land Office, such value to be determined by 1) the highest posted price, plus premium, if any, offered or paid for oil, condensate, distillate, or other liquid hydrocarbons, respectively, of a like type and gravity in the general area where produced and when run, or 2) the highest market price thereof offered or paid in the general area where produced and when run, or 3) the gross proceeds of the sale thereof, whichever is the greater. Lessee agrees that before any gas produced from the leased premises is sold, used or processed in a plant, it will be run free of cost to the royalty owners through an adequate oil and gas separator of conventional type, or other equipment at least as efficient, so that all liquid hydrocarbons recoverable from the gas by such means will be recovered. The requirement that such gas be run through a separator or other equipment may be waived in writing by the royalty owners upon such terms and conditions as they prescribe.
- (B) NON PROCESSED GAS. Royalty on any gas (including flared gas), which is defined as all hydrocarbons and gaseous substances not defined as oil in subparagraph (A) above, produced from any well on said land (except as provided herein with respect to gas processed in a plant for the extraction of gasoline, liquid hydrocarbons or other products) shall be 1/4th part of the gross production or the market value thereof, at the option of the owner of the soil or the Commissioner of the General Land Office, such value to be based on the highest market price paid or offered for gas of comparable quality in the general area where produced and when run, or the gross price paid or offered to the producer, whichever is the greater; provided that the maximum pressure base in measuring the gas under this lease shall not at any time exceed 14.65 pounds per square inch absolute, and the standard base temperature shall be sixty (60) degrees Fahrenheit, correction to be made for pressure according to Boyle's Law, and for specific gravity according to tests made by the Balance Method or by the most approved method of testing being used by the industry at the time of testing.
- (C) PROCESSED GAS. Royalty on any gas processed in a gasoline plant or other plant for the recovery of gasoline or other liquid hydrocarbons shall be 1/4th part of the residue gas and the liquid hydrocarbons extracted or the market value thereof, at the option of the owner of the soil or the Commissioner of the General Land Office. All royalties due herein shall be based on one hundred percent (100%) of the total plant production of residue gas attributable to gas produced from this lease, and on fifty percent (50%), or that percent accruing to Lessee, whichever is the greater, of the total plant production of liquid hydrocarbons attributable to the gas produced from this lease; provided that if liquid hydrocarbons are recovered from gas processed in a plant in which Lessee (or its parent, subsidiary or affiliate) owns an interest, then the percentage applicable to liquid hydrocarbons shall be fifty percent (50%) or the highest percent accruing to a third party processing gas through such plant under a processing agreement negotiated at arm's length (or if there is no such third party, the highest percent then being specified in processing agreements or contracts in the industry), whichever is the greater. The respective royalties on residue gas and on liquid hydrocarbons shall be determined by 1) the highest market price paid or offered for any gas (or liquid hydrocarbons) of comparable quality in the general area, or 2) the gross price paid or offered for such residue gas (or the weighted average gross selling price for the respective grades of liquid hydrocarbons), whichever is the greater. In no event, however, shall the royalties payable under this paragraph be less than the royalties which would have been due had the gas not been processed.
- (D) OTHER PRODUCTS. Royalty on carbon black, sulphur or any other products produced or manufactured from gas (excepting liquid hydrocarbons) whether said gas be casinghead, "dry," or any other gas, by fractionating, burning or any other processing shall be 1/4th part of the gross production of such products, or the market value thereof, at the option of the owner of the soil or the Commissioner of the General Land Office, such market value to be determined as follows: 1) on the basis of the highest market price of each product for the same month in which such product is produced, or 2) on the basis of the average gross sale price of each product for the same month in which such products are produced; whichever is the greater.
- 5. MINIMUM ROYALTY. During any year after the expiration of the primary term of this lease, if this lease is maintained by production, the royalties paid under this lease in no event shall be less than an amount equal to the total annual delay rental herein provided; otherwise, there shall be due and payable on or before the last day of the month succeeding the anniversary date of this lease a sum equal to the total annual rental less the amount of royalties paid during the preceding year. If Paragraph 3 of this lease does not specify a delay rental amount, then for the purposes of this paragraph, the delay rental amount shall be one dollar (\$1.00) per acre.

- 6. ROYALTY IN KIND. Notwithstanding any other provision in this lease, at any time or from time to time, the owner of the soil or the Commissioner of the General Land Office may, at the option of either, upon not less than sixty (60) days notice to the holder of the lease, require that the payment of any royalties accruing to such royalty owner under this lease be made in kind. The owner of the soil's or the Commissioner of the General Land Office's right to take its royalty in kind shall not diminish or negate the owner of the soil's or the Commissioner of the General Land Office's rights or Lessee's obligations, whether express or implied, under this lease.
- 7. NO DEDUCTIONS. Lessee agrees that all royalties accruing under this lease (including those paid in kind) shall be without deduction for the cost of producing, gathering, storing, separating, treating, dehydrating, compressing, processing, transporting, and otherwise making the oil, gas and other products hereunder ready for sale or use. Lessee agrees to compute and pay royalties on the gross value received, including any reimbursements for severance taxes and production related costs.
- 8. PLANT FUEL AND RECYCLED GAS. No royalty shall be payable on any gas as may represent this lease's proportionate share of any fuel used to process gas produced hereunder in any processing plant. Notwithstanding any other provision of this lease, and subject to the written consent of the owner of the soil and the Commissioner of the General Land Office, Lessee may recycle gas for gas lift purposes on the leased premises or for injection into any oil or gas producing formation underlying the leased premises after the liquid hydrocarbons contained in the gas have been removed; no royalties shall be payable on the recycled gas until it is produced and sold or used by Lessee in a manner which entitles the royalty owners to a royalty under this lease.
- ROYALTY PAYMENTS AND REPORTS. All royalties not taken in kind shall be paid to the Commissioner of the General Land Office at Austin, Texas, in the following manner:

Payment of royalty on production of oil and gas shall be as provided in the rules set forth in the Texas Register. Rules currently provide that royalty on oil is due and must be received in the General Land Office on or before the 5th day of the second month succeeding the month of production, and royalty on gas is due and must be received in the General Land Office on or before the 15th day of the second month succeeding the month of production, accompanied by the affidavit of the owner, manager or other authorized agent, completed in the form and manner prescribed by the General Land Office and showing the gross amount and disposition of all oil and gas produced and the market value of the oil and gas, together with a copy of all documents, records or reports confirming the gross production, disposition and market value including gas meter readings, pipeline receipts, gas line receipts and other checks or memoranda of amount produced and put into pipelines, tanks, or pools and gas lines or gas storage, and any other reports or records which the General Land Office may require to verify the gross production, disposition and market value. In all cases the authority of a manager or agent to act for the Lessee herein must be filed in the General Land Office. Each royalty payment shall be accompanied by a check stub, schedule, summary or other remittance advice showing by the assigned General Land Office lease number the amount of royalty being paid on each lease. If Lessee pays his royalty on or before thirty (30) days after the royalty payment was due, then Lessee owes a penalty of 5% on the royalty or \$25.00, whichever is greater. A royalty payment which is over thirty (30) days late shall accrue a penalty of 10% of the royalty due or \$25.00 whichever is greater. In addition to a penalty, royalties shall accrue interest at a rate of 12\" per year, such interest will begin accruing when the royalty is sixty (60) days overdue. Affidavits and supporting documents which are not filed when due shall incur a penalty in an amount set by the General Land Office administrative rule which is effective on the date when the affidavits or supporting documents were due. The Lessee shall bear all responsibility for paying or causing royalties to be paid as prescribed by the due date provided herein. Payment of the delinquency penalty shall in no way operate to prohibit the State's right of forfeiture as provided by law nor act to postpone the date on which royalties were originally due. The above penalty provisions shall not apply in cases of title dispute as to the State's portion of the royalty or to that portion of the royalty in dispute as to fair market value.

- 10. (A) RESERVES, CONTRACTS AND OTHER RECORDS. Lessee shall annually furnish the Commissioner of the General Land Office with its best possible estimate of oil and gas reserves underlying this lease or allocable to this lease and shall furnish said Commissioner with copies of all contracts under which gas is sold or processed and all subsequent agreements and amendments to such contracts within thirty (30) days after entering into or making such contracts, agreements or amendments. Such contracts and agreements when received by the General Land Office shall be held in confidence by the General Land Office unless otherwise authorized by Lessee. All other contracts and records pertaining to the production, transportation, sale and marketing of the oil and gas produced on said premises, including the books and accounts, receipts and discharges of all wells, tanks, pools, meters, and pipelines shall at all times be subject to inspection and examination by the Commissioner of the General Land Office, the Attorney General, the Governor, or the representative of any of them.
- (B) PERMITS, DRILLING RECORDS. Written notice of all operations on this lease shall be submitted to the Commissioner of the General Land Office by Lessee or operator five (5) days before spud date, workover, re-entry, temporary abandonment or plug and abandonment of any well or wells. Such written notice to the General Land Office shall include copies of Railroad Commission forms for application to drill. Copies of well tests, completion reports and plugging reports shall be supplied to the General Land Office at the time they are filed with the Texas Railroad Commission. All applications, permits, reports or other filings that reference this lease or any specific well on the leased premises and that are submitted to the Texas Railroad Commission or any other governmental agency shall include the word "State" in the title. Additionally, in accordance with Railroad Commission rules, any signage on the leased premises for the purpose of identifying wells, tank batteries or other associated improvements to the land must also include the word "State." Lessee shall supply the General Land Office with any records, memoranda, accounts, reports, cuttings and cores, or other information relative to the operation of the above described premises, which may be requested by the General Land Office, in addition to those herein expressly provided for. Lessee shall have an electrical and/or radioactivity survey made on the bore-hole section, from the base of the surface casing to the total depth of well, of all wells drilled on the above described premises and shall transmit a true copy of the log of each survey on each well to the General Land Office within fifteen (15) days after the making of said survey.

- (C) PENALTIES. Lessee shall incur a penalty whenever reports, documents or other materials are not filed in the General Land Office when due. The penalty for late filing shall be set by the General Land Office administrative rule which is effective on the date when the materials were due in the General Land Office.
- DRY HOLE/CESSATION OF PRODUCTION DURING PRIMARY TERM. If, during the primary term hereof and prior to discovery and production of oil or gas on said land, Lessee should drill a dry hole or holes thereon, or if during the primary term hereof and after the discovery and actual production of oil or gas from the leased premises such production thereof should cease from any cause, this lease shall not terminate if on or before the expiration of sixty (60) days from date of completion of said dry hole or cessation of production Lessee commences additional drilling or reworking operations thereon, or pays or tenders the next annual delay rental in the same manner as provided in this lease. If, during the last year of the primary term or within sixty (60) days prior thereto, a dry hole be completed and abandoned, or the production of oil or gas should cease for any cause, Lessee's rights shall remain in full force and effect without further operations until the expiration of the primary term; and if Lessee has not resumed production in paying quantities at the expiration of the primary term, Lessee may maintain this lease by conducting additional drilling or reworking operations pursuant to Paragraph 13, using the expiration of the primary term as the date of cessation of production under Paragraph 13. Should the first well or any subsequent well drilled on the above described land be completed as a shut-in oil or gas well within the primary term hereof, Lessee may resume payment of the annual rental in the same manner as provided herein on or before the rental paying date following the expiration of sixty (60) days from the date of completion of such shut-in oil or gas well and upon the failure to make such payment, this lease shall ipso facto terminate. If at the expiration of the primary term or any time thereafter a shut-in oil or gas well is located on the leased premises, payments may be made in accordance with the shut-in provisions hereof.
- 12. DRILLING AND REWORKING AT EXPIRATION OF PRIMARY TERM. If, at the expiration of the primary term, neither oil nor gas is being produced on said land, but Lessee is then engaged in drilling or reworking operations thereon, this lease shall remain in force so long as operations on said well or for drilling or reworking of any additional well are prosecuted in good faith and in workmanlike manner without interruptions totaling more than sixty (60) days during any one such operation, and if they result in the production of oil and/or gas, so long thereafter as oil and/or gas is produced in paying quantities from said land, or payment of shut-in oil or gas well royalties or compensatory royalties is made as provided in this lease.
- 13. CESSATION, DRILLING, AND REWORKING. If, after the expiration of the primary term, production of oil or gas from the leased premises, after once obtained, should cease from any cause, this lease shall not terminate if Lessee commences additional drilling or reworking operations within sixty (60) days after such cessation, and this lease shall remain in full force and effect for so long as such operations continue in good faith and in workmanlike manner without interruptions totaling more than sixty (60) days. If such drilling or reworking operations result in the production of oil or gas, the lease shall remain in full force and effect for so long as oil or gas is produced from the leased premises in paying quantities or payment of shut-in oil or gas well royalties or payment of compensatory royalties is made as provided herein or as provided by law. If the drilling or reworking operations result in the completion of a well as a dry hole, the lease will not terminate if the Lessee commences additional drilling or reworking operations within sixty (60) days after the completion of the well as a dry hole, and this lease shall remain in effect so long as Lessee continues drilling or reworking operations in good faith and in a workmanlike manner without interruptions totaling more than sixty (60) days. Lessee shall give written notice to the General Land Office within thirty (30) days of any cessation of production.
- 14. SHUT-IN ROYALTIES. For purposes of this paragraph, "well" means any well that has been assigned a well number by the state agency having jurisdiction over the production of oil and gas. If, at any time after the expiration of the primary term of a lease that, until being shut in, was being maintained in force and effect, a well capable of producing oil or gas in paying quantities is located on the leased premises, but oil or gas is not being produced for lack of suitable production facilities or lack of a suitable market, then Lessee may pay as a shut-in oil or gas royalty an amount equal to double the annual rental provided in the lease, but not less than \$1,200 a year for each well capable of producing oil or gas in paying quantities. If Paragraph 3 of this lease does not specify a delay rental amount, then for the purposes of this paragraph, the delay rental amount shall be one dollar (\$1.00) per acre. To be effective, each initial shut-in oil or gas royalty must be paid on or before: (1) the expiration of the primary term, (2) 60 days after Lessee ceases to produce oil or gas from the leased premises, or (3) 60 days after Lessee completes a drilling or reworking operation in accordance with the lease provisions; whichever date is latest. Such payment shall be made one-half (1/2) to the Commissioner of the General Land Office and one-half (1/2) to the owner of the soil. If the shut-in oil or gas royalty is paid, the lease shall be considered to be a producing lease and the payment shall extend the term of the lease for a period of one year from the end of the primary term, or from the first day of the month following the month in which production ceased, and, after that, if no suitable production facilities or suitable market for the oil or gas exists, Lessee may extend the lease for four more successive periods of one (1) year by paying the same amount each year on or before the expiration of each shut-in year.
- 15. COMPENSATORY ROYALTIES. If, during the period the lease is kept in effect by payment of the shut-in oil or gas royalty, oil or gas is sold and delivered in paying quantities from a well located within one thousand (1,000) feet of the leased premises and completed in the same producing reservoir, or in any case in which drainage is occurring, the right to continue to maintain the lease by paying the shut-in oil or gas royalty shall cease, but the lease shall remain effective for the remainder of the year for which the royalty has been paid. The Lessee may maintain the lease for four more successive years by Lessee paying compensatory royalty at the royalty rate provided in the lease of the market value of production from the well causing the drainage or which is completed in the same producing reservoir and within one thousand (1,000) feet of the leased premises. The compensatory royalty is to be paid monthly, one-half (1/2) to the Commissioner of the General Land Office and one-half (1/2) to the owner of the soil, beginning on or before the last day of the month following the month in which the oil or gas is produced from the well causing the drainage or that is completed in the same producing reservoir and located within one thousand (1,000) feet of the leased premises. If the compensatory royalty paid in any 12-month period is in an amount less than the annual shut-in oil or gas royalty, Lessee shall pay an amount equal to the difference within thirty (30) days from the end of the 12-month period. Compensatory royalty payments

which are not timely paid will accrue penalty and interest in accordance with Paragraph 9 of this lease. None of these provisions will relieve Lessee of the obligation of reasonable development nor the obligation to drill offset wells as provided in Texas Natural Resources Code 52.173; however, at the determination of the Commissioner, and with the Commissioner's written approval, the payment of compensatory royalties can satisfy the obligation to drill offset wells.

- 16. RETAINED ACREAGE. Notwithstanding any provision of this lease to the contrary, after a well producing or capable of producing oil or gas has been completed on the leased premises, Lessee shall exercise the diligence of a reasonably prudent operator in drilling such additional well or wells as may be reasonably necessary for the proper development of the leased premises and in marketing the production thereon.
- VERTICAL. In the event this lease is in force and effect two (2) years after the expiration date of the primary or extended term it shall then terminate as to all of the leased premises, EXCEPT (1) 40 acres surrounding each oil well capable of producing in paying quantities and 320 acres surrounding each gas well capable of producing in paying quantities (including a shut-in oil or gas well as provided in Paragraph 14 hereof), or a well upon which Lessee is then engaged in continuous drilling or reworking operations, or (2) the number of acres included in a producing pooled unit pursuant to Texas Natural Resources Code 52.151-52.153, or (3) such greater or lesser number of acres as may then be allocated for production purposes to a proration unit for each such producing well under the rules and regulations of the Railroad Commission of Texas, or any successor agency, or other governmental authority having jurisdiction. If at any time after the effective date of the partial termination provisions hereof, the applicable field rules are changed or the well or wells located thereon are reclassified so that less acreage is thereafter allocated to said well or wells for production purposes, this lease shall thereupon terminate as to all acreage not thereafter allocated to said well or wells for production purposes. Notwithstanding the termination of this lease as to a portion of the lands covered hereby, Lessee shall nevertheless continue to have the right of ingress to and egress from the lands still subject to this lease for all purposes described in Paragraph 1 hereof, together with easements and right-of-ways for existing roads, existing pipelines and other existing facilities on, over and across all the lands described in Paragraph 1 hereof ("the retained lands"), for access to and from the retained lands and for the gathering or transportation of oil, gas and other minerals produced from the retained lands.
- (B) HORIZONTAL. In the event this lease is in force and effect two (2) years after the expiration date of the primary or extended term it shall further terminate as to all depths below 100 feet below the total depth drilled (hereinafter "deeper depths") in each well located on acreage retained in Paragraph 16(A) above, unless on or before two (2) years after the primary or extended term Lessee pays an amount equal to one-half (1/2) of the bonus originally paid as consideration for this lease (as specified on page 1 hereof). If such amount is paid, this lease shall be in force and effect as to such deeper depths, and said termination shall be delayed for an additional period of two (2) years and so long thereafter as oil or gas is produced in paying quantities from such deeper depths covered by this lease.
- (C) IDENTIFICATION AND FILING. The surface acreage retained hereunder as to each well shall, as nearly as practical, be in the form of a square with the well located in the center thereof, or such other shape as may be approved by the Commissioner of the General Land Office. Within thirty (30) days after partial termination of this lease as provided herein, Lessee shall execute and record a release or releases containing a satisfactory legal description of the acreage and/or depths not retained hereunder. The recorded release, or a certified copy of same, shall be filed in the General Land Office, accompanied by the filing fee prescribed by the General Land Office rules in effect on the date the release is filed. If Lessee fails or refuses to execute and record such release or releases within ninety (90) days after being requested to do so by the General Land Office, then the Commissioner at his sole discretion may designate by written instrument the acreage and/or depths to be released hereunder and record such instrument at Lessee's expense in the county or counties where the lease is located and in the official records of the General Land Office and such designation shall be binding upon Lessee for all purposes.
- 17. OFFSET WELLS. Neither the bonus, delay rentals, nor royalties paid, or to be paid, under this lease shall relieve Lessee of his obligation to protect the oil and gas under the above-described land from being drained. Lessee, sublessee, receiver or other agent in control of the leased premises shall drill as many wells as the facts may justify and shall use appropriate means and drill to a depth necessary to prevent undue drainage of oil and gas from the leased premises. In addition, if oil and/or gas should be produced in commercial quantities within 1,000 feet of the leased premises, or in any case where the leased premises is being drained by production of oil or gas, the Lessee, sublessee, receiver or other agent in control of the leased premises shall in good faith begin the drilling of a well or wells upon the leased premises within 100 days after the draining well or wells or the well or wells completed within 1,000 feet of the leased premises start producing in commercial quantities and shall prosecute such drilling with diligence. Failure to satisfy the statutory offset obligation may subject this lease and the owner of the soil's agency rights to forfeiture. Only upon the determination of the Commissioner of the General Land Office and with his written approval may the payment of compensatory royalty under applicable statutory parameters satisfy the obligation to drill an offset well or wells required under this paragraph.
- 18. FORCE MAJEURE. If, after a good faith effort, Lessee is prevented from complying with any express or implied covenant of this lease, from conducting drilling operations on the leased premises, or from producing oil or gas from the leased premises by reason of war, rebellion, riots, strikes, acts of God, or any valid order, rule or regulation of government authority, then while so prevented, Lessee's obligation to comply with such covenant shall be suspended and Lessee shall not be liable for damages for failure to comply with such covenants; additionally, this lease shall be extended while Lessee is prevented, by any such cause, from conducting drilling and reworking operations or from producing oil or gas from the leased premises. However, nothing in this paragraph shall suspend the payment of delay rentals in order to maintain this lease in effect during the primary term in the absence of such drilling or reworking operations or production of oil or gas.

- 19. WARRANTY CLAUSE. The owner of the soil warrants and agrees to defend title to the leased premises. If the owner of the soil defaults in payments owed on the leased premises, then Lessee may redeem the rights of the owner of the soil in the leased premises by paying any mortgage, taxes or other liens on the leased premises. If Lessee makes payments on behalf of the owner of the soil under this paragraph, Lessee may recover the cost of these payments from the rental and royalties due the owner of the soil.
- 20. (A) PROPORTIONATE REDUCTION CLAUSE. If the owner of the soil owns less than the entire undivided surface estate in the above described land, whether or not Lessee's interest is specified herein, then the royalties and rental herein provided to be paid to the owner of the soil shall be paid to him in the proportion which his interest bears to the entire undivided surface estate and the royalties and rental herein provided to be paid to the Commissioner of the General Land Office of the State of Texas shall be likewise proportionately reduced. However, before Lessee adjusts the royalty or rental due to the Commissioner of the General Land Office, Lessee or his authorized representative must submit to the Commissioner of the General Land Office a written statement which explains the discrepancy between the interest purportedly leased under this lease and the actual interest owned by the owner of the soil. The Commissioner of the General Land Office shall be paid the value of the whole production allocable to any undivided interest not covered by a lease, less the proportionate development and production cost allocable to such undivided interest. However, in no event shall the Commissioner of the General Land Office receive as a royalty on the gross production allocable to the undivided interest not leased an amount less than the value of one-sixteenth (1/16) of such gross production.
- (B) REDUCTION OF PAYMENTS. If, during the primary term, a portion of the land covered by this lease is included within the boundaries of a pooled unit that has been approved by the School Land Board and the owner of the soil in accordance with Natural Resources Code Sections 52.151-52.154, or if at any time after the expiration of the primary term or the extended term, this lease covers a lesser number of acres than the total amount described herein, payments that are made on a per acre basis hereunder shall be reduced according to the number of acres pooled, released, surrendered, or otherwise severed, so that payments determined on a per acre basis under the terms of this lease during the primary term shall be calculated based upon the number of acres outside the boundaries of a pooled unit, or, if after the expiration of the primary term, the number of acres actually retained and covered by this lease.
- 21. USE OF WATER. Lessee shall have the right to use water produced on said land necessary for operations under this lease except water from wells or tanks of the owner of the soil; provided, however, Lessee shall not use potable water or water suitable for livestock or irrigation purposes for waterlood operations without the prior consent of the owner of the soil.
- 22. AUTHORIZED DAMAGES. Lessee shall pay the owner of the soil for damages caused by its operations to all personal property, improvements, livestock and crops on said land.
 - 23. PIPELINE DEPTH. When requested by the owner of the soil, Lessee shall bury its pipelines below plow depth.
- 24. WELL LOCATION LIMIT. No well shall be drilled nearer than two hundred (200) feet to any house or barn now on said premises without the written consent of the owner of the soil.
- POLLUTION. In developing this area, Lessee shall use the highest degree of care and all proper safeguards to prevent pollution. Without limiting the foregoing, pollution of coastal wetlands, natural waterways, rivers and impounded water shall be prevented by the use of containment facilities sufficient to prevent spillage, seepage or ground water contamination. In the event of pollution, Lessee shall use all means at its disposal to recapture all escaped hydrocarbons or other pollutant and shall be responsible for all damage to public and private properties. Lessee shall build and maintain fences around its slush, sump, and drainage pits and tank batteries so as to protect livestock against loss, damage or injury; and upon completion or abandonment of any well or wells, Lessee shall fill and level all slush pits and cellars and completely clean up the drilling site of all rubbish thereon. Lessee shall, while conducting operations on the leased premises, keep said premises free of all rubbish, cans, bottles, paper cups or garbage, and upon completion of operations shall restore the surface of the land to as near its original condition and contours as is practicable. Tanks and equipment will be kept painted and presentable.
- 26. REMOVAL OF EQUIPMENT. Subject to limitations in this paragraph, Lessee shall have the right to remove machinery and fixtures placed by Lessee on the leased premises, including the right to draw and remove casing, within one hundred twenty (120) days after the expiration or the termination of this lease unless the owner of the soil grants Lessee an extension of this 120-day period. However, Lessee may not remove casing from any well capable of producing oil and gas in paying quantities. Additionally, Lessee may not draw and remove casing until after thirty (30) days written notice to the Commissioner of the General Land Office and to the owner of the soil. The owner of the soil shall become the owner of any machinery, fixtures, or casing which are not timely removed by Lessee under the terms of this paragraph.
- 27. (A) ASSIGNMENTS. Under the conditions contained in this paragraph and Paragraph 29 of this lease, the rights and estates of either party to this lease may be assigned, in whole or in part, and the provisions of this lease shall extend to and be binding upon their heirs, devisees, legal representatives, successors and assigns. However, a change or division in ownership of the land, rentals, or royalties will not enlarge the obligations of Lessee, diminish the rights, privileges and estates of Lessee, impair the effectiveness of any payment made by Lessee or impair the effectiveness of any act performed by Lessee. And no change or division in ownership of the land, rentals, or royalties shall bind Lessee for any purpose until thirty (30) days after the owner of the soil (or his heirs, devisees, legal representatives or assigns) furnishes the Lessee with satisfactory written evidence of the change in ownership, including the original recorded muniments of title (or a certified copy of such original) when the ownership changed because of a conveyance. A total or partial assignment of this lease shall, to the extent of the interest assigned, relieve and discharge Lessee of all subsequent obligations under this lease. If this lease is assigned in its entirety as to only part of the acreage, the right and option to pay rentals shall be apportioned as between the several owners ratably, according to the area of each, and failure by one or more of them to

pay his share of the rental shall not affect this lease on the part of the land upon which pro rata rentals are timely paid or tendered; however, if the assignor or assignee does not file a certified copy of such assignment in the General Land Office before the next rental paying date, the entire lease shall terminate for failure to pay the entire rental due under Paragraph 3. Every assignee shall succeed to all rights and be subject to all obligations, liabilities, and penalties owed to the State by the original lessee or any prior assignee of the lease, including any liabilities to the State for unpaid royalties.

- (B) ASSIGNMENT LIMITATION. Notwithstanding any provision in Paragraph 27(a), if the owner of the soil acquires this lease in whole or in part by assignment without the prior written approval of the Commissioner of the General Land Office, this lease is void as of the time of assignment and the agency power of the owner may be forfeited by the Commissioner. An assignment will be treated as if it were made to the owner of the soil if the assignee is:
 - (1) a nominee of the owner of the soil;
 - (2) a corporation or subsidiary in which the owner of the soil is a principal stockholder or is an employee of such a corporation or subsidiary;
 - (3) a partnership in which the owner of the soil is a partner or is an employee of such a partnership;
 - (4) a principal stockholder or employee of the corporation which is the owner of the soil;
 - (5) a partner or employee in a partnership which is the owner of the soil;
 - (6) a fiduciary for the owner of the soil; including but not limited to a guardian, trustee, executor, administrator, receiver, or conservator for the owner of the soil; or
 - (7) a family member of the owner of the soil or related to the owner of the soil by marriage, blood, or adoption.
- 28. RELEASES. Under the conditions contained in this paragraph and Paragraph 29, Lessee may at any time execute and deliver to the owner of the soil and place of record a release or releases covering any portion or portions of the leased premises, and thereby surrender this lease as to such portion or portions, and be relieved of all subsequent obligations as to acreage surrendered. If any part of this lease is properly surrendered, the delay rental due under this lease shall be reduced by the proportion that the surrendered acreage bears to the acreage which was covered by this lease immediately prior to such surrender; however, such release will not relieve Lessee of any liabilities which may have accrued under this lease prior to the surrender of such acreage.
- 29. FILING OF ASSIGNMENTS AND RELEASES. If all or any part of this lease is assigned or released, such assignment or release must be recorded in the county where the land is situated, and the recorded instrument, or a copy of the recorded instrument certified by the County Clerk of the county in which the instrument is recorded, must be filed in the General Land Office within 90 days of the last execution date accompanied by the prescribed filing fee. If any such assignment is not so filed, the rights acquired under this lease shall be subject to forfeiture at the option of the Commissioner of the General Land Office.
- 30. DISCLOSURE CLAUSE. All provisions pertaining to the lease of the above-described land have been included in this instrument, including the statement of the true consideration to be paid for the execution of this lease and the rights and duties of the parties. Any collateral agreements concerning the development of oil and gas from the leased premises which are not contained in this lease invalid.
- 31. FIDUCIARY DUTY. The owner of the soil owes the State a fiduciary duty and must fully disclose any facts affecting the State's interest in the leased premises. When the interests of the owner of the soil conflict with those of the State, the owner of the soil is obligated to put the State's interests before his personal interests.
- 32. FORFEITURE. If Lessee shall fail or refuse to make the payment of any sum within thirty days after it becomes due, or if Lessee or an authorized agent should knowingly make any false return or false report concerning production or drilling, or if Lessee shall fail or refuse to drill any offset well or wells in good faith as required by law and the rules and regulations adopted by the Commissioner of the General Land Office, or if Lessee should fail to file reports in the manner required by law or fail to comply with rules and regulations promulgated by the General Land Office, the School Land Board, or the Railroad Commission, or if Lessee should refuse the proper authority access to the records pertaining to operations, or if Lessee or an authorized agent should knowingly fail or refuse to give correct information to the proper authority, or knowingly fail or refuse to furnish the General Land Office a correct log of any well, or if Lessee shall knowingly violate any of the material provisions of this lease, or if this lease is assigned and the assignment is not filed in the General Land Office as required by law, the rights acquired under this lease shall be subject to forfeiture by the Commissioner, and he shall forfeit same when sufficiently informed of the facts which authorize a forfeiture, and when forfeited the area shall again be subject to lease under the terms of the Relinquishment Act. However, nothing herein shall be construed as waiving the automatic termination of this lease by operation of law or by reason of any special limitation arising hereunder. Forfeitures may be set aside and this lease and all rights thereunder reinstated before the rights of another intervene upon satisfactory evidence to the Commissioner of the General Land Office of future compliance with the provisions of the law and of this lease and the rules and regulations that may be adopted relative hereto.
- 33. LIEN. In accordance with Texas Natural Resources Code 52.136, the State shall have a first lien upon all oil and gas produced from the area covered by this lease to secure payment of all unpaid royalty and other sums of money that may become due under this lease. By acceptance of this lease, Lessee grants the State, in addition to the lien provided by Texas Natural Resources Code 52.136 and any other applicable statutory lien, an express contractual lien on and security interest in all leased minerals in and extracted from the leased premises, all proceeds which may accrue to Lessee from the sale of such leased minerals, whether such proceeds are held by Lessee or by a third party, and all fixtures on and improvements to the leased premises used in connection with the production or processing of such leased minerals in order to secure the payment of all royalties or other amounts due or to become due under this lease and to secure payment of any damages or loss that Lessor may suffer by reason of Lessee's breach of any covenant or condition of this lease, whether express or implied. This lien and security interest may be foreclosed with or without court

proceedings in the manner provided in the Title I, Chapter 9 of the Texas Business and Commerce Code. Lessee agrees that the Commissioner may require Lessee to execute and record such instruments as may be reasonably necessary to acknowledge, attach or perfect this lien. Lessee hereby represents that there are no prior or superior liens arising from and relating to Lessee's activities upon the above-described property or from Lessee's acquisition of this lease. Should the Commissioner at any time determine that this representation is not true, then the Commissioner may declare this lease forfeited as provided herein.

- 34. POOLING. Lessee is hereby granted the right to pool or unitize the royalty interest of the owner of the soil under this lease with any other leasehold or mineral interest for the exploration, development and production of oil or gas or either of them upon the same terms as shall be approved by the School Land Board and the Commissioner of the General Land Office for the pooling or unitizing of the interest of the State under this lease pursuant to Texas Natural Resources Code 52.151-52.153. The owner of the soil agrees that the inclusion of this provision in this lease satisfies the execution requirements stated in Texas Natural Resources Code 52.152.
- 35. INDEMNITY. Lessee hereby releases and discharges the State of Texas and the owner of the soil, their officers, employees, partners, agents, contractors, subcontractors, guests, invitees, and their respective successors and assigns, of and from all and any actions and causes of action of every nature, or other harm, including environmental harm, for which recovery of damages is sought, including, but not limited to, all losses and expenses which are caused by the activities of Lessee, its officers, employees, and agents arising out of, incidental to, or resulting from, the operations of or for Lessee on the leased premises hereunder, or that may arise out of or be occasioned by Lessee's breach of any of the terms or provisions of this Agreement, or by any other negligent or strictly liable act or omission of Lessee. Further, Lessee hereby agrees to be liable for, exonerate, indemnify, defend and hold harmless the State of Texas and the owner of the soil, their officers, employees and agents, their successors or assigns, against any and all claims, liabilities, losses, damages, actions, personal injury (including death), costs and expenses, or other harm for which recovery of damages is sought, under any theory including tort, contract, or strict liability, including attorneys' fees and other legal expenses, including those related to environmental hazards, on the leased premises or in any way related to Lessee's failure to comply with any and all environmental laws; those arising from or in any way related to Lessee's operations or any other of Lessee's activities on the leased premises; those arising from Lessee's use of the surface of the leased premises; and those that may arise out of or be occasioned by Lessee's breach of any of the terms or provisions of this Agreement or any other act or omission of Lessee, its directors, officers, employees, partners, agents, contractors, subcontractors, guests, invitees, and their respective successors and assigns. Each assignee of this Agreement, or an interest therein, agrees to be liable for, exonerate, indemnify, defend and hold harmless the State of Texas and the owner of the soil, their officers, employees, and agents in the same manner provided above in connection with the activities of Lessee, its officers, employees, and agents as described above. EXCEPT AS OTHERWISE EXPRESSLY LIMITED HEREIN, ALL OF THE INDEMNITY OBLIGATIONS AND OR LIABILITIES ASSUMED UNDER THE TERMS OF THIS AGREEMENT SHALL BE WITHOUT LIMITS AND WITHOUT REGARD TO THE CAUSE OR CAUSES THEREOF (EXCLUDING PRE-EXISTING CONDITIONS), STRICT LIABILITY, OR THE NEGLIGENCE OF ANY PARTY OR PARTIES (INCLUDING THE NEGLIGENCE OF THE INDENINIFIED PARTY), WHETHER SUCH NEGLIGENCE BE SOLE, JOINT, CONCURRENT, ACTIVE, OR PASSIVE.
- ENVIRONMENTAL HAZARDS. Lessee shall use the highest degree of care and all reasonable safeguards to prevent contamination or pollution of any environmental medium, including soil, surface waters, groundwater, sediments, and surface or subsurface strata, ambient air or any other environmental medium in, on, or under the leased premises, by any waste, pollutant, or contaminant. Lessee shall not bring or permit to remain on the leased premises any asbestos containing materials, explosives, toxic materials, or substances regulated as hazardous wastes, hazardous materials, hazardous substances (as the term "Hazardous Substance" is defined in the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA), 42 U.S.C. Sections 9601, et seq.), or toxic substances under any federal, state, or local law or regulation ("Hazardous Materials"), except ordinary products commonly used in connection with oil and gas exploration and development operations and stored in the usual manner and quantities. LESSEE'S VIOLATION OF THE FOREGOING PROHIBITION SHALL CONSTITUTE A MATERIAL BREACH AND DEFAULT HEREUNDER AND LESSEE SHALL INDEMNIFY, HOLD HARMLESS AND DEFEND THE STATE OF TEXAS AND THE OWNER OF THE SOIL FROM AND AGAINST ANY CLAIMS, DAMAGES, JUDGMENTS, PENALTIES, LIABILITIES, AND COSTS (INCLUDING REASONABLE ATTORNEYS' FEES AND COURT COSTS) CAUSED BY OR ARISING OUT OF (I) A VIOLATION OF THE FOREGOING PROHIBITION OR (II) THE PRESENCE, RELEASE, OR DISPOSAL OF ANY HAZARDOUS MATERIALS ON, UNDER, OR ABOUT THE LEASED PREMISES DURING LESSEE'S OCCUPANCY OR CONTROL OF THE LEASED PREMISES. LESSEE SHALL CLEAN UP, REMOVE, REMEDY AND REPAIR ANY SOIL OR GROUND WATER CONTAMINATION AND DAMAGE CAUSED BY THE PRESENCE OR RELEASE OF ANY HAZARDOUS MATERIALS IN, ON, UNDER, OR ABOUT THE LEASED PREMISES DURING LESSEE'S OCCUPANCY OF THE LEASED PREMISES IN CONFORMANCE WITH THE REQUIREMENTS OF APPLICABLE LAW. THIS INDEMNIFICATION AND ASSUMPTION SHALL APPLY, BUT IS NOT LIMITED TO, LIABILITY FOR RESPONSE ACTIONS UNDERTAKEN PURSUANT TO CERCLA OR ANY OTHER ENVIRONMENTAL LAW OR REGULATION. LESSEE SHALL IMMEDIATELY GIVE THE STATE OF TEXAS AND THE OWNER OF THE SOIL WRITTEN NOTICE OF ANY BREACH OR SUSPECTED BREACH OF THIS PARAGRAPH, UPON LEARNING OF THE PRESENCE OF ANY HAZARDOUS MATERIALS, OR UPON RECEIVING A NOTICE FROM ANY GOVERNMENTAL AGENCY PERTAINING TO HAZARDOUS MATERIALS WHICH MAY AFFECT THE LEASED PREMISES. THE OBLIGATIONS OF LESSEE HEREUNDER SHALL SURVIVE THE EXPIRATION OR EARLIER TERMINATION, FOR ANY REASON, OF THIS AGREEMENT.
- 37. APPLICABLE LAW. This lease is issued under the provisions of Texas Natural Resources Code 52.171 through 52.190, commonly known as the Relinquishment Act, and other applicable statutes and amendments thereto, and if any provision in this lease does not conform to these statutes, the statutes will prevail over any nonconforming lease provisions.

38. EXECUTION. This oil and gas lease must be signed and acknowledged by the Lessee before it is filed of record in the county records and in the General Land Office of the State of Texas. Once the filing requirements found in Paragraph 39 of this lease have been satisfied, the effective date of this lease shall be the date found on Page 1.

record in the office of the County Clerk in any county in which thereof must be filed in the General Land Office. This lease is certified by the County Clerk from his records) is filed in the G 52.183. Additionally, this lease shall not be binding upon the S	the Texas Business and Commerce Code, this lease must be filed of hall or any part of the leased premises is located, and certified copies is not effective until a certified copy of this lease (which is made and deneral Land Office in accordance with Texas Natural Resources Code state unless it recites the actual and true consideration paid or promised rescribed filing fee shall accompany such certified copy to the General
40. See attached Exhibit "A" for additional provi	isions.
LEGEND NATURAL GA Oul Wibble Carl Wimberley, Vice Pre Date: 9/8/2010	1
STATE OF-TEXAS	STATE OF TEXAS
BY: Beasle Journal Individually and as agent for the State of Texas James Beasley Young, III, dealing in his sole and separate pro DATE:	BY:
STATE OF TEXAS	(CORPORATE ACKNOWLEDGMENT)
COUNTY OF HARRIS	
is subscribed to the foregoing instrument, as <u>Vice President</u> of Leg me that he executed the same for the purposes and consideration therein	pend Natural Gas IV, LP, a Delaware limited partnership, and acknowledged to expressed, in the capacity stated, and as the act and deed of said partnership.
Given under my hand and seal of office this the 8 + d	ay of September, 2010.
3000	Notary Public in and for the State of TEXAS
STATE OF OHIO	(INDIVIDUAL ACKNOWLEDGMENT)
COUNTY OF FRCIPKlin	
<u>property</u> known to me to be the person whose name is subscribed to the the purposes and consideration therein expressed.	appeared JAMES BEASLEY YOUNG, III, dealing in his sole and separate foregoing instrument, and acknowledged to me that they executed the same for the same same same same same same same sam
Given under my hand and seal of office this the	lay of SLD HNIXV, 2010.

SAMANTHA CORMICAN Notary Public, State of Ohio My Comm. Expires June 13, 2015

tary Public in and for the State of OHIO

EXHIBIT "A"

ATTACHED TO AND MADE PART OF THAT CERTAIN OIL AND GAS LEASE DATED SEPTEMBER 1, 2010, BY AND BETWEEN THE STATE OF TEXAS, ACTING BY AND THROUGH ITS AGENT, JAMES BEASLEY YOUNG, III, AS LESSOR, AND LEGEND NATURAL GAS IV, LP, AS LESSEE

- 1. If, at the expiration of the primary term, this lease is being maintained in force under any provision of the lease, or within 180 days prior to the expiration of the primary term Lessee has completed a well as a dry hole or commenced a well on the leased premises or lands pooled therewith, or Lessee is then engaged in operations on the leased premises or lands pooled therewith, Lessee agrees to begin a continuous drilling program within 180 days after the end of the primary term or within 180 days after completion of such well or the cessation of such operations, whichever is the later date; and thereafter to carry on the continuous drilling program on the leased premises or lands pooled therewith until all proration units have been drilled, allowing not more than 180 days to elapse between the completion of one well and the commencement of the succeeding well. Should Lessee fail to begin the continuous drilling program or subsequently default in the performance thereof, then in either event, this lease shall terminate as to all lands covered hereby, save and except for the proration unit surrounding each well then producing, capable of producing or upon which operations are being conducted, limited, respectively, to those depths from the surface down to the stratigraphic equivalent of the depth 100 feet below the total depth drilled in any such proration unit. As used in this paragraph: i) the term "commission" means the Railroad Commission of the State of Texas or any successor agency, ii) the term "proration unit" means any acreage designated as a drilling unit or production unit in accordance with the rules of the commission (or any other governmental authority having jurisdiction) or any unit formed by pooling as provided in this lease or otherwise, iii) the terms "commenced" and "commencement" mean the date when a well is spudded, and iv) the terms "completed" and "completion" mean the date the initial potential test report is filed with the commission, if a productive well, or the date the plugging report is filed with the commission, if a dry hole, in either event no later than 60 days after the drilling rig has been released. Notwithstanding the partial termination of this lease, Lessee shall continue to have the rights of ingress and egress across all of the leased premises to and from lands that remain subject to this lease, or lands pooled therewith, for the purposes described in paragraph 1 hereof, together with easements and rights of way for roads, pipelines, flowlines and other facilities on or across all of the leased premises for the exploration, development, production, gathering or transportation of oil, gas and other products from the lands still subject to this lease or lands pooled therewith. The sole liability or penalty for the failure of Lessee to drill any well or wells required or permitted by this lease shall be the termination or partial termination of Lessee's rights under the lease as provided above. Once Continuous Drilling has ceased each proration unit will be treated as a separate lease.
- 2. Notwithstanding anything to the contrary contained in Paragraph Three (3) of this Lease, for all purposes this lease shall be a fully Paid-Up Oil & Gas Lease for the first three years. Delay Rentals have been paid in full with the Bonus Consideration tendered herein. Delay Rental payment was based on a \$1.00 per net mineral acre per year for Two (2) Years. Concluding a \$2.00 per acre Pd-Up Rental Payment was made in advance for the Two (2) Year Period on the net mineral acres indicated in this Lease.
- 3. PAYMENTS OF MINIMUM ROYALTY AND SHUT-IN ROYALTY. Paragraph 5 (minimum Royalty) and Paragraph 14 (Shut in Royalty) contains a reference to a computation based upon the delay rental amount specified in Paragraph 3. However, notwithstanding anything contained herein to the contrary, the undersigned do hereby recognize, acknowledge and agree that i) all minimum royalty payments due pursuant to Paragraph 5 shall be calculated on the basis of the delay rental amount being one dollar (\$1.00) per acre, and ii) all shut-in royalty payments due pursuant to Paragraph 14 shall be incalculated on the basis of double the annual rental amount of one dollar (\$1.00) per acre (being two dollars (\$2.00) per acre), but not less than \$1200.00 a year for each well capable of producing oil and gas in paying quantities.
 - 4. The rentals for the 1st anniversary date and for the 2nd anniversary date have been pre-paid with the bonus for this lease and no additional payments for the 1st anniversary date and for the 2nd anniversary date are due and payable. The total payment to the State and to the owner of the soil is \$752.00 per acre. The state and the owner of the soil have split the total payment of \$752.00 per acre equally.

If delay rentals are paid on or before the 3rd anniversary date, the total rental paid shall be \$278,226.74.

Said payment will include a pre-payment for the delay rentals for the 4th anniversary date.

Payments shall be made as follows:

To the owner of the soil: \$139,113.37

To the State of Texas: \$139,113.37

File No. 11869			
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Texas. for said County and State, do hereby certify that the foregoing is a true and correct copy of All Algebrase Age and Service dated Service filed for record in my office this 15 day of 39 THE STATE OF TEXAS

COUNTY OF CULBERSON I, Linda McDonald, Clerk of the County Court in and recorded in the_ 2610 at 2:10 TO CERTIFY WHICH, Witness my hand and seal at Van Horn this ay of .M, under Clerk's File No. 65474 Records of Culberson County, 2010 _ to be

By

LINDA McDONALD, COUNTY CLERK
CULBERSON COUNTY, TEXAS

day of

General Land Office Relinquishment Act Lease Form Revised, September 1997

Paid-Up OIL AND GAS LEASE

	BIN LEE YOUNG, dealing in his sole and se		antid manne
of	1327 Clairborne Lane, Aledo, Texas 76003 (Give Permanent Ad		said agent
	(Give remainent Ad	uress)	
herein referred to as the	owner of the soil (whether one or more), and		0
	of	410 W. Grand Parkway South, Suite 40 Katy, Texas 77494	0
	(Give Permanen		
hereinafter called Lesse	2.		
to be paid, kept and pe grants, leases and lets un lines, building tanks, sto	NTING CLAUSE For and in consideration of rformed by Lessee under this lease, the State and only purpose of pring oil and building power Stations, telepholid products of the lease, the following lands significantly the state of the lease of the state of the lease of	e of Texas acting by and through the over cospecting and drilling for and producing the lines and other Structures thereon, to produce the structures of the structures thereon, to produce the structures thereon, to produce the structure of the structure that the structure is the structure of th	oner of the soil, hereby oil and gas, laying pipe produce, save, take care
Block 53, Pu Section 22: Section 27: Section 34: Section 38: Section 46: Section 47: Section 48:	blic School Land Survey All N/2 & SW/4 All All All All N/2, SW/4 & W/2 SE/4 N/2, SE/4 & E/2 SW/4	Block 55, Public School Land Sur Section 1: NW/4, N/2 SW/4 &	
Containing <u>4,445.70</u> acr	res, more or less. The bonus consideration paid	for this lease is as follows:	
To the	e State of Texas: One Hundred Thirty-nin Dollars (\$_139,298.60)	e Thousand Two Hundred Ninety-eight an	nd 60/100
To the	e owner of the soil: <u>One Hundred Thirty-nin</u> Dollars (\$ <u>139,298.60</u>)	e Thousand Two Hundred Ninety-eight a	nd 60/100
Total	bonus consideration: <u>Two Hundred Seventy-e</u> Dollars (\$ <u>278,597.20</u>)	ight Thousand Five Hundred Ninety-seve	en and 20/100
The total bonus consider		Hundred Fifty-two and No/100	
		cre, on <u>370.475</u> net acres.	_
(herein called primary As used in this lease, t	M. Subject to the other provisions in this least term") and as long thereafter as oil and gas, o he term "produced in paying quantities" mean covered exceed out of pocket operational expension.	r either of them, is produced in paying q is that the receipts from the sale or other	uantities from said land
Pay direct to Lessor at continue as the deposit pay or tender to the CC like sum on or before	AY RENTALS. If no well is commenced on nless on or before such anniversary date Lesse the above address Bank, at	e shall pay or tender to the owner of the s , or its si said land), the amount specified below; OFFICE OF THE STATE OF TEXAS, I operate as a rental and shall cover the p	oil or to his credit in the accessors (which shall in addition, Lessee shall AT AUSTIN, TEXAS, a privilege of deferring the
	owner of the soil: see Paragraphs 2 and 4 Dollars (\$)		
1 o tr	e State of Texas: see Paragraphs 2 and 4 of Dollars (\$)	the attached Exhibit "A" for amended De	ay Kentai Provision
Tota	Rental: see Paragraphs 2 and 4 of the attache Dollars (\$)	•	
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In a like manner and upon like payments or tenders annually, the commencement of a well may be further deferred for successive periods of one (1) year each during the primary term. All payments or tenders of rental to the owner of the soil may be made by check or sight draft of Lessee, or any assignee of this lease, and may be delivered on or before the rental paying date. If the bank designated in this paragraph (or its successor bank) should cease to exist, suspend business, liquidate, fail or be succeeded by another bank, or for any reason fail or refuse to accept rental, Lessee shall not be held in default for failure to make such payments or tenders of rental until thirty (30) days after the owner of the soil shall deliver to Lessee a proper recordable instrument naming another bank as agent to receive such payments or tenders.

- 4. PRODUCTION ROYALTIES Upon production of oil and/or gas, Lessee agrees to pay or cause to be paid one-half (1/2) of the royalty provided for in this lease to the Commissioner of the General Land Office of the State of Texas, at Austin, Texas, and one-half (1/2) of such royalty to the owner of the soil:
- (A) OIL. Royalty payable on oil, which is defined as including all hydrocarbons produced in a liquid form at the mouth of the well and also as all condensate, distillate, and other liquid hydrocarbons recovered from oil or gas run through a separator or other equipment, as hereinafter provided, shall be 1/4th part of the gross production or the market value thereof, at the option of the owner of the soil or the Commissioner of the General Land Office, such value to be determined by 1) the highest posted price, plus premium, if any, offered or paid for oil, condensate, distillate, or other liquid hydrocarbons, respectively, of a like type and gravity in the general area where produced and when run, or 2) the highest market price thereof offered or paid in the general area where produced and when run, or 3) the gross proceeds of the sale thereof, whichever is the greater. Lessee agrees that before any gas produced from the leased premises is sold, used or processed in a plant, it will be run free of cost to the royalty owners through an adequate oil and gas separator of conventional type, or other equipment at least as efficient, so that all liquid hydrocarbons recoverable from the gas by such means will be recovered. The requirement that such gas be run through a separator or other equipment may be waived in writing by the royalty owners upon such terms and conditions as they prescribe.
- (B) NON PROCESSED GAS. Royalty on any gas (including flared gas), which is defined as all hydrocarbons and gaseous substances not defined as oil in subparagraph (A) above, produced from any well on said land (except as provided herein with respect to gas processed in a plant for the extraction of gasoline, liquid hydrocarbons or other products) shall be 1/4th part of the gross production or the market value thereof, at the option of the owner of the soil or the Commissioner of the General Land Office, such value to be based on the highest market price paid or offered for gas of comparable quality in the general area where produced and when run, or the gross price paid or offered to the producer, whichever is the greater; provided that the maximum pressure base in measuring the gas under this lease shall not at any time exceed 14.65 pounds per square inch absolute, and the standard base temperature shall be sixty (60) degrees Fahrenheit, correction to be made for pressure according to Boyle's Law, and for specific gravity according to tests made by the Balance Method or by the most approved method of testing being used by the industry at the time of testing.
- (C) PROCESSED GAS. Royalty on any gas processed in a gasoline plant or other plant for the recovery of gasoline or other liquid hydrocarbons shall be 1/4th part of the residue gas and the liquid hydrocarbons extracted or the market value thereof, at the option of the owner of the soil or the Commissioner of the General Land Office. All royalties due herein shall be based on one hundred percent (100%) of the total plant production of residue gas attributable to gas produced from this lease, and on fifty percent (50%), or that percent accruing to Lessee, whichever is the greater, of the total plant production of liquid hydrocarbons attributable to the gas produced from this lease; provided that if liquid hydrocarbons are recovered from gas processed in a plant in which Lessee (or its parent, subsidiary or affiliate) owns an interest, then the percentage applicable to liquid hydrocarbons shall be fifty percent (50%) or the highest percent accruing to a third party processing gas through such plant under a processing agreement negotiated at arm's length (or if there is no such third party, the highest percent then being specified in processing agreements or contracts in the industry), whichever is the greater. The respective royalties on residue gas and on liquid hydrocarbons shall be determined by 1) the highest market price paid or offered for any gas (or liquid hydrocarbons) of comparable quality in the general area, or 2) the gross price paid or offered for such residue gas (or the weighted average gross selling price for the respective grades of liquid hydrocarbons), whichever is the greater. In no event, however, shall the royalties payable under this paragraph be less than the royalties which would have been due had the gas not been processed.
- (Excepting liquid hydrocarbons) whether said gas be casinghead, "dry," or any other gas, by fractionating, burning or any other processing shall be 1/4th part of the gross production of such products, or the market value thereof, at the option of the owner of the soil or the Commissioner of the General Land Office, such market value to be determined as follows: 1) on the basis of the highest market price of each product for the same month in which such product is produced, or 2) on the basis of the average gross sale price of each product for the same month in which such products are produced; whichever is the greater.
- 5. MINIMUM ROYALTY. During any year after the expiration of the primary term of this lease, if this lease is maintained by production, the royalties paid under this lease in no event shall be less than an amount equal to the total annual delay rental herein provided; otherwise, there shall be due and payable on or before the last day of the month succeeding the anniversary date of this lease a sum equal to the total annual rental less the amount of royalties paid during the preceding year. If Paragraph 3 of this lease does not specify a delay rental amount, then for the purposes of this paragraph, the delay rental amount shall be one dollar (\$1.00) per acre.

- 6. ROYALTY IN KIND. Notwithstanding any other provision in this lease, at any time or from time to time, the owner of the soil or the Commissioner of the General Land Office may, at the option of either, upon not less than sixty (60) days notice to the holder of the lease, require that the payment of any royalties accruing to such royalty owner under this lease be made in kind. The owner of the soil's or the Commissioner of the General Land Office's right to take its royalty in kind shall not diminish or negate the owner of the soil's or the Commissioner of the General Land Office's rights or Lessee's obligations, whether express or implied, under this lease.
- 7. NO DEDUCTIONS. Lessee agrees that all royalties accruing under this lease (including those paid in kind) shall be without deduction for the cost of producing, gathering, storing, separating, treating, dehydrating, compressing, transporting, and otherwise making the oil, gas and other products hereunder ready for sale or use. Lessee agrees to compute and pay royalties on the gross value received, including any reimbursements for severance taxes and production related costs.
- 8. PLANT FUEL AND RECYCLED GAS. No royalty shall be payable on any gas as may represent this lease's proportionate share of any fuel used to process gas produced hereunder in any processing plant. Notwithstanding any other provision of this lease, and subject to the written consent of the owner of the soil and the Commissioner of the General Land Office, Lessee may recycle gas for gas lift purposes on the leased premises or for injection into any oil or gas producing formation underlying the leased premises after the liquid hydrocarbons contained in the gas have been removed; no royalties shall be payable on the recycled gas until it is produced and sold or used by Lessee in a manner which entitles the royalty owners to a royalty under this lease.
- 9. ROYALTY PAYMENTS AND REPORTS. All royalties not taken in kind shall be paid to the Commissioner of the General Land Office at Austin, Texas, in the following manner:

Payment of royalty on production of oil and gas shall be as provided in the rules set forth in the Texas Register. Rules currently provide that royalty on oil is due and must be received in the General Land Office on or before the 5th day of the second month succeeding the month of production, and royalty on gas is due and must be received in the General Land Office on or before the 15th day of the second month succeeding the month of production, accompanied by the affidavit of the owner, manager or other authorized agent, completed in the form and manner prescribed by the General Land Office and showing the gross amount and disposition of all oil and gas produced and the market value of the oil and gas, together with a copy of all documents, records or reports confirming the gross production, disposition and market value including gas meter readings, pipeline receipts, gas line receipts and other checks or memoranda of amount produced and put into pipelines, tanks, or pools and gas lines or gas storage, and any other reports or records which the General Land Office may require to verify the gross production, disposition and market value. In all cases the authority of a manager or agent to act for the Lessee herein must be filed in the General Land Office. Each royalty payment shall be accompanied by a check stub, schedule, summary or other remittance advice showing by the assigned General Land Office lease number the amount of royalty being paid on each lease. If Lessee pays his royalty on or before thirty (30) days after the royalty payment was due, then Lessee owes a penalty of 5% on the royalty or \$25.00, whichever is greater. A royalty payment which is over thirty (30) days late shall accrue a penalty of 10% of the royalty due or \$25.00 whichever is greater. In addition to a penalty, royalties shall accrue interest at a rate of 12% per year, such interest will begin accruing when the royalty is sixty (60) days overdue. Affidavits and supporting documents which are not filed when due shall incur a penalty in an amount set by the General Land Office administrative rule which is effective on the date when the affidavits or supporting documents were due. The Lessee shall bear all responsibility for paying or causing royalties to be paid as prescribed by the due date provided herein. Payment of the delinquency penalty shall in no way operate to prohibit the State's right of forfeiture as provided by law nor act to postpone the date on which royalties were originally due. The above penalty provisions shall not apply in cases of title dispute as to the State's portion of the royalty or to that portion of the royalty in dispute as to fair market value.

- 10. (A) RESERVES, CONTRACTS AND OTHER RECORDS. Lessee shall annually furnish the Commissioner of the General Land Office with its best possible estimate of oil and gas reserves underlying this lease or allocable to this lease and shall furnish said Commissioner with copies of all contracts under which gas is sold or processed and all subsequent agreements and amendments to such contracts within thirty (30) days after entering into or making such contracts, agreements or amendments. Such contracts and agreements when received by the General Land Office shall be held in confidence by the General Land Office unless otherwise authorized by Lessee. All other contracts and records pertaining to the production, transportation, sale and marketing of the oil and gas produced on said premises, including the books and accounts, receipts and discharges of all wells, tanks, pools, meters, and pipelines shall at all times be subject to inspection and examination by the Commissioner of the General Land Office, the Attorney General, the Governor, or the representative of any of them.
- (B) PERMITS, DRILLING RECORDS. Written notice of all operations on this lease shall be submitted to the Commissioner of the General Land Office by Lessee or operator five (5) days before spud date, workover, re-entry, temporary abandonment or plug and abandonment of any well or wells. Such written notice to the General Land Office shall include copies of Railroad Commission forms for application to drill. Copies of well tests, completion reports and plugging reports shall be supplied to the General Land Office at the time they are filed with the Texas Railroad Commission. All applications, permits, reports or other filings that reference this lease or any specific well on the leased premises and that are submitted to the Texas Railroad Commission or any other governmental agency shall include the word "State" in the title. Additionally, in accordance with Railroad Commission rules, any signage on the leased premises for the purpose of identifying wells, tank batteries or other associated improvements to the land must also include the word "State." Lessee shall supply the General Land Office with any records, memoranda, accounts, reports, cuttings and cores, or other information relative to the operation of the above described premises, which may be requested by the General Land Office, in addition to those herein expressly provided for. Lessee shall have an electrical and/or radioactivity survey made on the bore-hole section, from the base of the surface casing to the total depth of well, of all wells drilled on the above described premises and shall transmit a true copy of the log of each survey on each well to the General Land Office within fifteen (15) days after the making of said survey.

- (C) PENALTIES. Lessee shall incur a penalty whenever reports, documents or other materials are not filed in the General Land Office when due. The penalty for late filing shall be set by the General Land Office administrative rule which is effective on the date when the materials were due in the General Land Office.
- DRY HOLE/CESSATION OF PRODUCTION DURING PRIMARY TERM. If, during the primary term hereof and prior to discovery and production of oil or gas on said land, Lessee should drill a dry hole or holes thereon, or if during the primary term hereof and after the discovery and actual production of oil or gas from the leased premises such production thereof should cease from any cause, this lease shall not terminate if on or before the expiration of sixty (60) days from date of completion of said dry hole or cessation of production Lessee commences additional drilling or reworking operations thereon, or pays or tenders the next annual delay rental in the same manner as provided in this lease. If, during the last year of the primary term or within sixty (60) days prior thereto, a dry hole be completed and abandoned, or the production of oil or gas should cease for any cause, Lessee's rights shall remain in full force and effect without further operations until the expiration of the primary term; and if Lessee has not resumed production in paying quantities at the expiration of the primary term, Lessee may maintain this lease by conducting additional drilling or reworking operations pursuant to Paragraph 13, using the expiration of the primary term as the date of cessation of production under Paragraph 13. Should the first well or any subsequent well drilled on the above described land be completed as a shut-in oil or gas well within the primary term hereof. Lessee may resume payment of the annual rental in the same manner as provided herein on or before the rental paying date following the expiration of sixty (60) days from the date of completion of such shut-in oil or gas well and upon the failure to make such payment, this lease shall ipso facto terminate. If at the expiration of the primary term or any time thereafter a shut-in oil or gas well is located on the leased premises, payments may be made in accordance with the shut-in provisions hereof.
- 12. DRILLING AND REWORKING AT EXPIRATION OF PRIMARY TERM. If, at the expiration of the primary term, neither oil nor gas is being produced on said land, but Lessee is then engaged in drilling or reworking operations thereon, this lease shall remain in force so long as operations on said well or for drilling or reworking of any additional well are prosecuted in good faith and in workmanlike manner without interruptions totaling more than sixty (60) days during any one such operation, and if they result in the production of oil and/or gas, so long thereafter as oil and/or gas is produced in paying quantities from said land, or payment of shut-in oil or gas well royalties or compensatory royalties is made as provided in this lease.
- 13. CESSATION, DRILLING, AND REWORKING. If, after the expiration of the primary term, production of oil or gas from the leased premises, after once obtained, should cease from any cause, this lease shall not terminate if Lessee commences additional drilling or reworking operations within sixty (60) days after such cessation, and this lease shall remain in full force and effect for so long as such operations continue in good faith and in workmanlike manner without interruptions totaling more than sixty (60) days. If such drilling or reworking operations result in the production of oil or gas, the lease shall remain in full force and effect for so long as oil or gas is produced from the leased premises in paying quantities or payment of shut-in oil or gas well royalties or payment of compensatory royalties is made as provided herein or as provided by law. If the drilling or reworking operations result in the completion of a well as a dry hole, the lease will not terminate if the Lessee commences additional drilling or reworking operations within sixty (60) days after the completion of the well as a dry hole, and this lease shall remain in effect so long as Lessee continues drilling or reworking operations in good faith and in a workmanlike manner without interruptions totaling more than sixty (60) days. Lessee shall give written notice to the General Land Office within thirty (30) days of any cessation of production.
- 14. SHUT-IN ROYALTIES. For purposes of this paragraph, "well" means any well that has been assigned a well number by the state agency having jurisdiction over the production of oil and gas. If, at any time after the expiration of the primary term of a lease that, until being shut in, was being maintained in force and effect, a well capable of producing oil or gas in paying quantities is located on the leased premises, but oil or gas is not being produced for lack of suitable production facilities or lack of a suitable market, then Lessee may pay as a shut-in oil or gas royalty an amount equal to double the annual rental provided in the lease, but not less than \$1,200 a year for each well capable of producing oil or gas in paying quantities. If Paragraph 3 of this lease does not specify a delay rental amount, then for the purposes of this paragraph, the delay rental amount shall be one dollar (\$1.00) per acre. To be effective, each initial shut-in oil or gas royalty must be paid on or before: (1) the expiration of the primary term, (2) 60 days after the Lessee ceases to produce oil or gas from the leased premises, or (3) 60 days after Lessee completes a drilling or reworking operation in accordance with the lease provisions; whichever date is latest. Such payment shall be made one-half (1/2) to the Commissioner of the General Land Office and one-half (1/2) to the owner of the soil. If the shut-in oil or gas royalty is paid, the lease shall be considered to be a producing lease and the payment shall extend the term of the lease for a period of one year from the end of the primary term, or from the first day of the month following the month in which production ceased, and, after that, if no suitable production facilities or suitable market for the oil or gas exists, Lessee may extend the lease for four more successive periods of one (1) year by paying the same amount each year on or before the expiration of each shut-in year.
- 15. COMPENSATORY ROYALTIES. If, during the period the lease is kept in effect by payment of the shut-in oil or gas royalty, oil or gas is sold and delivered in paying quantities from a well located within one thousand (1,000) feet of the leased premises and completed in the same producing reservoir, or in any case in which drainage is occurring, the right to continue to maintain the lease by paying the shut-in oil or gas royalty shall cease, but the lease shall remain effective for the remainder of the year for which the royalty has been paid. The Lessee may maintain the lease for four more successive years by Lessee paying compensatory royalty at the royalty rate provided in the lease of the market value of production from the well causing the drainage or which is completed in the same producing reservoir and within one thousand (1,000) feet of the leased premises. The compensatory royalty is to be paid monthly, one-half (1/2) to the Commissioner of the General Land Office and one-half (1/2) to the owner of the soil, beginning on or before the last day of the month following the month in which the oil or gas is produced from the well causing the drainage or that is completed in the same producing reservoir and located within one thousand (1,000) feet of the leased premises. If the compensatory royalty paid in any 12-month period is in an amount less than the annual shut-in oil or gas royalty, Lessee shall pay an amount equal to the difference within thirty (30) days from the end of the 12-month period. Compensatory royalty payments

which are not timely paid will accrue penalty and interest in accordance with Paragraph 9 of this lease. None of these provisions will relieve Lessee of the obligation of reasonable development nor the obligation to drill offset wells as provided in Texas Natural Resources Code 52.173; however, at the determination of the Commissioner, and with the Commissioner's written approval, the payment of compensatory royalties can satisfy the obligation to drill offset wells.

- RETAINED ACREAGE. Notwithstanding any provision of this lease to the contrary, after a well producing or capable of producing oil or gas has been completed on the leased premises. Lessee shall exercise the diligence of a reasonably prudent operator in drilling such additional well or wells as may be reasonably necessary for the proper development of the leased premises and in marketing the production thereon.
- VERTICAL. In the event this lease is in force and effect two (2) years after the expiration date of the primary or extended term it shall then terminate as to all of the leased premises, EXCEPT (1) 40 acres surrounding each oil well capable of producing in paying quantities and 320 acres surrounding each gas well capable of producing in paying quantities (including a shut-in oil or gas well as provided in Paragraph 14 hereof), or a well upon which Lessee is then engaged in continuous drilling or reworking operations, or (2) the number of acres included in a producing pooled unit pursuant to Texas Natural Resources Code 52.151-52.153, or (3) such greater or lesser number of acres as may then be allocated for production purposes to a proration unit for each such producing well under the rules and regulations of the Railroad Commission of Texas, or any successor agency. or other governmental authority having jurisdiction. If at any time after the effective date of the partial termination provisions hereof, the applicable field rules are changed or the well or wells located thereon are reclassified so that less acreage is thereafter allocated to said well or wells for production purposes, this lease shall thereupon terminate as to all acreage not thereafter allocated to said well or wells for production purposes. Notwithstanding the termination of this lease as to a portion of the lands covered hereby, Lessee shall nevertheless continue to have the right of ingress to and egress from the lands still subject to this lease for all purposes described in Paragraph 1 hereof, together with easements and right-of-ways for existing roads, existing pipelines and other existing facilities on, over and across all the lands described in Paragraph 1 hereof ("the retained lands"), for access to and from the retained lands and for the gathering or transportation of oil, gas and other minerals produced from the retained lands.
- HORIZONTAL. In the event this lease is in force and effect two (2) years after the expiration date of the primary or extended term it shall further terminate as to all depths below 100 feet below the total depth drilled (hereinafter "deeper depths") in each well located on acreage retained in Paragraph 16(A) above, unless on or before two (2) years after the primary or extended term Lessee pays an amount equal to one-half (1/2) of the bonus originally paid as consideration for this lease (as specified on page 1 hereof). If such amount is paid, this lease shall be in force and effect as to such deeper depths, and said termination shall be delayed for an additional period of two (2) years and so long thereafter as oil or gas is produced in paying quantities from such deeper depths covered by this lease.
- IDENTIFICATION AND FILING. The surface acreage retained hereunder as to each well shall, as nearly as practical, be in the form of a square with the well located in the center thereof, or such other shape as may be approved by the Commissioner of the General Land Office. Within thirty (30) days after partial termination of this lease as provided herein, Lessee shall execute and record a release or releases containing a satisfactory legal description of the acreage and/or depths not retained hereunder. The recorded release, or a certified copy of same, shall be filed in the General Land Office, accompanied by the filing fee prescribed by the General Land Office rules in effect on the date the release is filed. If Lessee fails or refuses to execute and record such release or releases within ninety (90) days after being requested to do so by the General Land Office, then the Commissioner at his sole discretion may designate by written instrument the acreage and/or depths to be released hereunder and record such instrument at Lessee's expense in the county or counties where the lease is located and in the official records of the General Land Office and such designation shall be binding upon Lessee for all purposes.
- OFFSET WELLS. Neither the bonus, delay rentals, nor royalties paid, or to be paid, under this lease shall relieve Lessee of his obligation to protect the oil and gas under the above-described land from being drained. Lessee, sublessee, receiver or other agent in control of the leased premises shall drill as many wells as the facts may justify and shall use appropriate means and drill to a depth necessary to prevent undue drainage of oil and gas from the leased premises. In addition, if oil and/or gas should be produced in commercial quantities within 1,000 feet of the leased premises, or in any case where the leased premises is being drained by production of oil or gas, the Lessee, sublessee, receiver or other agent in control of the leased premises shall in good faith begin the drilling of a well or wells upon the leased premises within 100 days after the draining well or wells or the well or wells completed within 1,000 feet of the leased premises start producing in commercial quantities and shall prosecute such drilling with diligence. Failure to satisfy the statutory offset obligation may subject this lease and the owner of the soil's agency rights to forfeiture. Only upon the determination of the Commissioner of the General Land Office and with his written approval may the payment of compensatory royalty under applicable statutory parameters satisfy the obligation to drill an offset well or wells required under this paragraph.
- FORCE MAJEURE. If, after a good faith effort, Lessee is prevented from complying with any express or implied covenant of this lease, from conducting drilling operations on the leased premises, or from producing oil or gas from the leased premises by reason of war, rebellion, riots, strikes, acts of God, or any valid order, rule or regulation of government authority, then while so prevented, Lessee's obligation to comply with such covenant shall be suspended and Lessee shall not be liable for damages for failure to comply with such covenants; additionally, this lease shall be extended while Lessee is prevented, by any such cause, from conducting drilling and reworking operations or from producing oil or gas from the leased premises. However, nothing in this paragraph shall suspend the payment of delay rentals in order to maintain this lease in effect during the primary term in the absence of such drilling or reworking operations or production of oil or gas.

- 19. WARRANTY CLAUSE. The owner of the soil warrants and agrees to defend title to the leased premises. If the owner of the soil defaults in payments owed on the leased premises, then Lessee may redeem the rights of the owner of the soil in the leased premises by paying any mortgage, taxes or other liens on the leased premises. If Lessee makes payments on behalf of the owner of the soil under this paragraph, Lessee may recover the cost of these payments from the rental and royalties due the owner of the soil.
- 20. (A) PROPORTIONATE REDUCTION CLAUSE. If the owner of the soil owns less than the entire undivided surface estate in the above described land, whether or not Lessee's interest is specified herein, then the royalties and rental herein provided to be paid to the owner of the soil shall be paid to him in the proportion which his interest bears to the entire undivided surface estate and the royalties and rental herein provided to be paid to the Commissioner of the General Land Office of the State of Texas shall be likewise proportionately reduced. However, before Lessee adjusts the royalty or rental due to the Commissioner of the General Land Office, Lessee or his authorized representative must submit to the Commissioner of the General Land Office a written statement which explains the discrepancy between the interest purportedly leased under this lease and the actual interest owned by the owner of the soil. The Commissioner of the General Land Office shall be paid the value of the whole production allocable to any undivided interest not covered by a lease, less the proportionate development and production cost allocable to such undivided interest. However, in no event shall the Commissioner of the General Land Office receive as a royalty on the gross production allocable to the undivided interest not leased an amount less than the value of one-sixteenth (1/16) of such gross production.
- (B) REDUCTION OF PAYMENTS. If, during the primary term, a portion of the land covered by this lease is included within the boundaries of a pooled unit that has been approved by the School Land Board and the owner of the soil in accordance with Natural Resources Code Sections 52.151-52.154, or if at any time after the expiration of the primary term or the extended term, this lease covers a lesser number of acres than the total amount described herein, payments that are made on a per acre basis hereunder shall be reduced according to the number of acres pooled, released, surrendered, or otherwise severed, so that payments determined on a per acre basis under the terms of this lease during the primary term shall be calculated based upon the number of acres outside the boundaries of a pooled unit, or, if after the expiration of the primary term, the number of acres actually retained and covered by this lease.
- 21. USE OF WATER. Lessee shall have the right to use water produced on said land necessary for operations under this lease except water from wells or tanks of the owner of the soil; provided, however, Lessee shall not use potable water or water suitable for livestock or irrigation purposes for waterlood operations without the prior consent of the owner of the soil.
- 22. AUTHORIZED DAMAGES. Lessee shall pay the owner of the soil for damages caused by its operations to all personal property, improvements, livestock and crops on said land.
 - 23. PIPELINE DEPTH. When requested by the owner of the soil, Lessee shall bury its pipelines below plow depth.
- 24. WELL LOCATION LIMIT. No well shall be drilled nearer than two hundred (200) feet to any house or barn now on said premises without the written consent of the owner of the soil.
- 25. POLLUTION. In developing this area, Lessee shall use the highest degree of care and all proper safeguards to prevent pollution. Without limiting the foregoing, pollution of coastal wetlands, natural waterways, rivers and impounded water shall be prevented by the use of containment facilities sufficient to prevent spillage, seepage or ground water contamination. In the event of pollution, Lessee shall use all means at its disposal to recapture all escaped hydrocarbons or other pollutant and shall be responsible for all damage to public and private properties. Lessee shall build and maintain fences around its slush, sump, and drainage pits and tank batteries so as to protect livestock against loss, damage or injury; and upon completion or abandonment of any well or wells, Lessee shall fill and level all slush pits and cellars and completely clean up the drilling site of all rubbish thereon. Lessee shall, while conducting operations on the leased premises, keep said premises free of all rubbish, cans, bottles, paper cups or garbage, and upon completion of operations shall restore the surface of the land to as near its original condition and contours as is practicable. Tanks and equipment will be kept painted and presentable.
- 26. REMOVAL OF EQUIPMENT. Subject to limitations in this paragraph, Lessee shall have the right to remove machinery and fixtures placed by Lessee on the leased premises, including the right to draw and remove casing, within one hundred twenty (120) days after the expiration or the termination of this lease unless the owner of the soil grants Lessee an extension of this 120-day period. However, Lessee may not remove casing from any well capable of producing oil and gas in paying quantities. Additionally, Lessee may not draw and remove casing until after thirty (30) days written notice to the Commissioner of the General Land Office and to the owner of the soil. The owner of the soil shall become the owner of any machinery, fixtures, or casing which are not timely removed by Lessee under the terms of this paragraph.
- 27. (A) ASSIGNMENTS. Under the conditions contained in this paragraph and Paragraph 29 of this lease, the rights and estates of either party to this lease may be assigned, in whole or in part, and the provisions of this lease shall extend to and be binding upon their heirs, devisees, legal representatives, successors and assigns. However, a change or division in ownership of the land, rentals, or royalties will not enlarge the obligations of Lessee, diminish the rights, privileges and estates of Lessee, impair the effectiveness of any payment made by Lessee or impair the effectiveness of any act performed by Lessee. And no change or division in ownership of the land, rentals, or royalties shall bind Lessee for any purpose until thirty (30) days after the owner of the soil (or his heirs, devisees, legal representatives or assigns) furnishes the Lessee with satisfactory written evidence of the change in ownership, including the original recorded muniments of title (or a certified copy of such original) when the ownership changed because of a conveyance. A total or partial assignment of this lease shall, to the extent of the interest assigned, relieve and discharge Lessee of all subsequent obligations under this lease. If this lease is assigned in its entirety as to only part of the acreage, the right and option to pay rentals shall be apportioned as between the several owners ratably, according to the area of each, and failure by one or more of them to

pay his share of the rental shall not affect this lease on the part of the land upon which pro rata rentals are timely paid or tendered; however, if the assignor or assignee does not file a certified copy of such assignment in the General Land Office before the next rental paying date, the entire lease shall terminate for failure to pay the entire rental due under Paragraph 3. Every assignee shall succeed to all rights and be subject to all obligations, liabilities, and penalties owed to the State by the original lessee or any prior assignee of the lease, including any liabilities to the State for unpaid royalties.

- (B) ASSIGNMENT LIMITATION. Notwithstanding any provision in Paragraph 27(a), if the owner of the soil acquires this lease in whole or in part by assignment without the prior written approval of the Commissioner of the General Land Office, this lease is void as of the time of assignment and the agency power of the owner may be forfeited by the Commissioner. An assignment will be treated as if it were made to the owner of the soil if the assignee is:
 - (1) a nominee of the owner of the soil;
 - (2) a corporation or subsidiary in which the owner of the soil is a principal stockholder or is an employee of such a corporation or subsidiary;
 - (3) a partnership in which the owner of the soil is a partner or is an employee of such a partnership;
 - (4) a principal stockholder or employee of the corporation which is the owner of the soil;
 - (5) a partner or employee in a partnership which is the owner of the soil:
 - (6) a fiduciary for the owner of the soil; including but not limited to a guardian, trustee, executor, administrator, receiver, or conservator for the owner of the soil; or
 - (7) a family member of the owner of the soil or related to the owner of the soil by marriage, blood, or adoption.
- 28. RELEASES. Under the conditions contained in this paragraph and Paragraph 29, Lessee may at any time execute and deliver to the owner of the soil and place of record a release or releases covering any portion or portions of the leased premises, and thereby surrender this lease as to such portion or portions, and be relieved of all subsequent obligations as to acreage surrendered. If any part of this lease is properly surrendered, the delay rental due under this lease shall be reduced by the proportion that the surrendered acreage bears to the acreage which was covered by this lease immediately prior to such surrender; however, such release will not relieve Lessee of any liabilities which may have accrued under this lease prior to the surrender of such acreage.
- 29. FILING OF ASSIGNMENTS AND RELEASES. If all or any part of this lease is assigned or released, such assignment or release must be recorded in the county where the land is situated, and the recorded instrument, or a copy of the recorded instrument certified by the County Clerk of the county in which the instrument is recorded, must be filed in the General Land Office within 90 days of the last execution date accompanied by the prescribed filing fee. If any such assignment is not so filed, the rights acquired under this lease shall be subject to forfeiture at the option of the Commissioner of the General Land Office.
- 30. DISCLOSURE CLAUSE. All provisions pertaining to the lease of the above-described land have been included in this instrument, including the statement of the true consideration to be paid for the execution of this lease and the rights and duties of the parties. Any collateral agreements concerning the development of oil and gas from the leased premises which are not contained in this lease invalid.
- 31. FIDUCIARY DUTY. The owner of the soil owes the State a fiduciary duty and must fully disclose any facts affecting the State's interest in the leased premises. When the interests of the owner of the soil conflict with those of the State, the owner of the soil is obligated to put the State's interests before his personal interests.
- 32. FORFEITURE. If Lessee shall fail or refuse to make the payment of any sum within thirty days after it becomes due, or if Lessee or an authorized agent should knowingly make any false return or false report concerning production or drilling, or if Lessee shall fail or refuse to drill any offset well or wells in good faith as required by law and the rules and regulations adopted by the Commissioner of the General Land Office, or if Lessee should fail to file reports in the manner required by law or fail to comply with rules and regulations promulgated by the General Land Office, the School Land Board, or the Railroad Commission, or if Lessee should refuse the proper authority access to the records pertaining to operations, or if Lessee or an authorized agent should knowingly fail or refuse to give correct information to the proper authority, or knowingly fail or refuse to furnish the General Land Office a correct log of any well, or if Lessee shall knowingly violate any of the material provisions of this lease, or if this lease is assigned and the assignment is not filed in the General Land Office as required by law, the rights acquired under this lease shall be subject to forfeiture by the Commissioner, and he shall forfeit same when sufficiently informed of the facts which authorize a forfeiture, and when forfeited the area shall again be subject to lease under the terms of the Relinquishment Act. However, nothing herein shall be construed as waiving the automatic termination of this lease by operation of law or by reason of any special limitation arising hereunder. Forfeitures may be set aside and this lease and all rights thereunder reinstated before the rights of another intervene upon satisfactory evidence to the Commissioner of the General Land Office of future compliance with the provisions of the law and of this lease and the rules and regulations that may be adopted relative hereto.
- 33. LIEN. In accordance with Texas Natural Resources Code 52.136, the State shall have a first lien upon all oil and gas produced from the area covered by this lease to secure payment of all unpaid royalty and other sums of money that may become due under this lease. By acceptance of this lease, Lessee grants the State, in addition to the lien provided by Texas Natural Resources Code 52.136 and any other applicable statutory lien, an express contractual lien on and security interest in all leased minerals in and extracted from the leased premises, all proceeds which may accrue to Lessee from the sale of such leased minerals, whether such proceeds are held by Lessee or by a third party, and all fixtures on and improvements to the leased premises used in connection with the production or processing of such leased minerals in order to secure the payment of all royalties or other amounts due or to become due under this lease and to secure payment of any damages or loss that Lessor may suffer by reason of Lessee's breach of any covenant or condition of this lease, whether express or implied. This lien and security interest may be foreclosed with or without court

proceedings in the manner provided in the Title I, Chapter 9 of the Texas Business and Commerce Code. Lessee agrees that the Commissioner may require Lessee to execute and record such instruments as may be reasonably necessary to acknowledge, attach or perfect this lien. Lessee hereby represents that there are no prior or superior liens arising from and relating to Lessee's activities upon the above-described property or from Lessee's acquisition of this lease. Should the Commissioner at any time determine that this representation is not true, then the Commissioner may declare this lease forfeited as provided herein.

- 34. POOLING. Lessee is hereby granted the right to pool or unitize the royalty interest of the owner of the soil under this lease with any other leasehold or mineral interest for the exploration, development and production of oil or gas or either of them upon the same terms as shall be approved by the School Land Board and the Commissioner of the General Land Office for the pooling or unitizing of the interest of the State under this lease pursuant to Texas Natural Resources Code 52.151-52.153. The owner of the soil agrees that the inclusion of this provision in this lease satisfies the execution requirements stated in Texas Natural Resources Code 52.152.
- INDEMNITY. Lessee hereby releases and discharges the State of Texas and the owner of the soil, their officers. 35. employees, partners, agents, contractors, subcontractors, guests, invitees, and their respective successors and assigns, of and from all and any actions and causes of action of every nature, or other harm, including environmental harm, for which recovery of damages is sought, including, but not limited to, all losses and expenses which are caused by the activities of Lessee, its officers, employees, and agents arising out of, incidental to, or resulting from, the operations of or for Lessee on the leased premises hereunder, or that may arise out of or be occasioned by Lessee's breach of any of the terms or provisions of this Agreement, or by any other negligent or strictly liable act or omission of Lessee. Further, Lessee hereby agrees to be liable for, exonerate, indemnify, defend and hold harmless the State of Texas and the owner of the soil, their officers, employees and agents, their successors or assigns, against any and all claims, liabilities, losses, damages, actions, personal injury (including death), costs and expenses, or other harm for which recovery of damages is sought, under any theory including tort, contract, or strict liability, including attorneys' fees and other legal expenses, including those related to environmental hazards, on the leased premises or in any way related to Lessee's failure to comply with any and all environmental laws; those arising from or in any way related to Lessee's operations or any other of Lessee's activities on the leased premises; those arising from Lessee's use of the surface of the leased premises; and those that may arise out of or be occasioned by Lessee's breach of any of the terms or provisions of this Agreement or any other act or omission of Lessee, its directors, officers, employees, partners, agents, contractors, subcontractors, guests, invitees, and their respective successors and assigns. Each assignee of this Agreement, or an interest therein, agrees to be liable for, exonerate, indemnify, defend and hold harmless the State of Texas and the owner of the soil, their officers, employees, and agents in the same manner provided above in connection with the activities of Lessee, its officers, employees, and agents as described above. EXCEPT AS OTHERWISE EXPRESSLY LIMITED HEREIN, ALL OF THE INDEMNITY OBLIGATIONS AND/OR LIABILITIES ASSUMED UNDER THE TERMS OF THIS AGREEMENT SHALL BE WITHOUT LIMITS AND WITHOUT REGARD TO THE CAUSE OR CAUSES THEREOF (EXCLUDING PRE-EXISTING CONDITIONS), STRICT LIABILITY, OR THE NEGLIGENCE OF ANY PARTY OR PARTIES (INCLUDING THE NEGLIGENCE OF THE INDENINIFIED PARTY), WHETHER SUCH NEGLIGENCE BE SOLE, JOINT, CONCURRENT, ACTIVE, OR PASSIVE.
- ENVIRONMENTAL HAZARDS. Lessee shall use the highest degree of care and all reasonable safeguards to prevent contamination or pollution of any environmental medium, including soil, surface waters, groundwater, sediments, and surface or subsurface strata, ambient air or any other environmental medium in, on, or under the leased premises, by any waste, pollutant, or contaminant. Lessee shall not bring or permit to remain on the leased premises any asbestos containing materials, explosives, toxic materials, or substances regulated as hazardous wastes, hazardous materials, hazardous substances (as the term "Hazardous Substance" is defined in the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA), 42 U.S.C. Sections 9601, et seq.), or toxic substances under any federal, state, or local law or regulation ("Hazardous Materials"), except ordinary products commonly used in connection with oil and gas exploration and development operations and stored in the usual manner and quantities. LESSEE'S VIOLATION OF THE FOREGOING PROHIBITION SHALL CONSTITUTE A MATERIAL BREACH AND DEFAULT HEREUNDER AND LESSEE SHALL INDEMNIFY, HOLD HARMLESS AND DEFEND THE STATE OF TEXAS AND THE OWNER OF THE SOIL FROM AND AGAINST ANY CLAIMS, DAMAGES, JUDGMENTS, PENALTIES, LIABILITIES, AND COSTS (INCLUDING REASONABLE ATTORNEYS' FEES AND COURT COSTS) CAUSED BY OR ARISING OUT OF (I) A VIOLATION OF THE FOREGOING PROHIBITION OR (II) THE PRESENCE, RELEASE, OR DISPOSAL OF ANY HAZARDOUS MATERIALS ON, UNDER, OR ABOUT THE LEASED PREMISES DURING LESSEE'S OCCUPANCY OR CONTROL OF THE LEASED PREMISES. LESSEE SHALL CLEAN UP, REMOVE, REMEDY AND REPAIR ANY SOIL OR GROUND WATER CONTAMINATION AND DAMAGE CAUSED BY THE PRESENCE OR RELEASE OF ANY HAZARDOUS MATERIALS IN, ON, UNDER, OR ABOUT THE LEASED PREMISES DURING LESSEE'S OCCUPANCY OF THE LEASED PREMISES IN CONFORMANCE WITH THE REQUIREMENTS OF APPLICABLE LAW. THIS INDEMNIFICATION AND ASSUMPTION SHALL APPLY, BUT IS NOT LIMITED TO, LIABILITY FOR RESPONSE ACTIONS UNDERTAKEN PURSUANT TO CERCLA OR ANY OTHER ENVIRONMENTAL LAW OR REGULATION. LESSEE SHALL IMMEDIATELY GIVE THE STATE OF TEXAS AND THE OWNER OF THE SOIL WRITTEN NOTICE OF ANY BREACH OR SUSPECTED BREACH OF THIS PARAGRAPH, UPON LEARNING OF THE PRESENCE OF ANY HAZARDOUS MATERIALS, OR UPON RECEIVING A NOTICE FROM ANY GOVERNMENTAL AGENCY PERTAINING TO HAZARDOUS MATERIALS WHICH MAY AFFECT THE LEASED PREMISES. THE OBLIGATIONS OF LESSEE HEREUNDER SHALL SURVIVE THE EXPIRATION OR EARLIER TERMINATION, FOR ANY REASON, OF THIS AGREEMENT.
- 37. APPLICABLE LAW. This lease is issued under the provisions of Texas Natural Resources Code 52.171 through 52.190, commonly known as the Relinquishment Act, and other applicable statutes and amendments thereto, and if any provision in this lease does not conform to these statutes, the statutes will prevail over any nonconforming lease provisions.

38. EXECUTION. This oil and gas lease must be signed and acknowledged by the Lessee before it is filed of record in the county records and in the General Land Office of the State of Texas. Once the filing requirements found in Paragraph 39 of this lease have been satisfied, the effective date of this lease shall be the date found on Page 1.

39. LEASE FILING. Pursuant to Chapter 9 of the To record in the office of the County Clerk in any county in which all of thereof must be filed in the General Land Office. This lease is not certified by the County Clerk from his records) is filed in the General 52.183. Additionally, this lease shall not be binding upon the State un for execution of this lease. The bonus due the State and the prescribe Land Office.	effective until a certified copy of this lease (which is made and Land Office in accordance with Texas Natural Resources Code aless it recites the actual and true consideration paid or promised
See attached Exhibit "A" for additional provisions.	
LEGEND NATURAL GAS IV, (All Wimberley, Vice President	
Date: 9/8/2010	
STATE OF TEXAS	STATE OF TEXAS
BY: Individually and as agent for the State of Texas Robbin Lee Young, dealing in his sole and separate property	BY:Individually and as agent for the State of Texas
DATE: 9/2/10	DATE:
STATE OF TEXAS	(CORPORATE ACKNOWLEDGMENT)
COUNTY OF HARRIS	
is subscribed to the foregoing instrument, as <u>Vice President</u> of Legend Na me that he executed the same for the purposes and consideration therein express	sed, in the capacity stated, and as the act and deed of said partnership.
Given under my hand and seal of office this the $8 + 4$ day of	September 2010.
·	Public in and for the State of TEXAS
STATE OF TEXAS	(INDIVIDUAL ACKNOWLEDGMENT)
COUNTY OF Tarrant	
Before me, the undersigned authority, on this day personally appeared R	OBBIN LEE YOUNG, dealing in his sole and separate property known
Given under my hand and seal of office this the	September, 2010. Public in and for the State of TEXAS





EXHIBIT "A"

ATTACHED TO AND MADE PART OF THAT CERTAIN OIL AND GAS LEASE
DATED SEPTEMBER 1, 2010, BY AND BETWEEN THE STATE OF TEXAS, ACTING BY AND
THROUGH ITS AGENT, ROBBIN LEE YOUNG, AS LESSOR, AND
LEGEND NATURAL GAS IV, LP, AS LESSEE

- 1. If, at the expiration of the primary term, this lease is being maintained in force under any provision of the lease, or within 180 days prior to the expiration of the primary term Lessee has completed a well as a dry hole or commenced a well on the leased premises or lands pooled therewith, or Lessee is then engaged in operations on the leased premises or lands pooled therewith. Lessee agrees to begin a continuous drilling program within 180 days after the end of the primary term or within 180 days after completion of such well or the cessation of such operations, whichever is the later date; and thereafter to carry on the continuous drilling program on the leased premises or lands pooled therewith until all proration units have been drilled, allowing not more than 180 days to elapse between the completion of one well and the commencement of the succeeding well. Should Lessee fail to begin the continuous drilling program or subsequently default in the performance thereof, then in either event, this lease shall terminate as to all lands covered hereby, save and except for the proration unit surrounding each well then producing, capable of producing or upon which operations are being conducted, limited, respectively, to those depths from the surface down to the stratigraphic equivalent of the depth 100 feet below the total depth drilled in any such proration unit. As used in this paragraph; i) the term "commission" means the Railroad Commission of the State of Texas or any successor agency, ii) the term "proration unit" means any acreage designated as a drilling unit or production unit in accordance with the rules of the commission (or any other governmental authority having jurisdiction) or any unit formed by pooling as provided in this lease or otherwise, iii) the terms "commenced" and "commencement" mean the date when a well is spudded, and iv) the terms "completed" and "completion" mean the date the initial potential test report is filed with the commission, if a productive well, or the date the plugging report is filed with the commission, if a dry hole, in either event no later than 60 days after the drilling rig has been released. Notwithstanding the partial termination of this lease, Lessee shall continue to have the rights of ingress and egress across all of the leased premises to and from lands that remain subject to this lease, or lands pooled therewith, for the purposes described in paragraph 1 hereof, together with easements and rights of way for roads. pipelines, flowlines and other facilities on or across all of the leased premises for the exploration, development. production, gathering or transportation of oil, gas and other products from the lands still subject to this lease or lands pooled therewith. The sole liability or penalty for the failure of Lessee to drill any well or wells required or permitted by this lease shall be the termination or partial termination of Lessee's rights under the lease as provided above. Once Continuous Drilling has ceased each proration unit will be treated as a separate lease.
- 2. Notwithstanding anything to the contrary contained in Paragraph Three (3) of this Lease, for all purposes this lease shall be a fully Paid-Up Oil & Gas Lease for the first three years. Delay Rentals have been paid in full with the Bonus Consideration tendered herein. Delay Rental payment was based on a \$1.00 per net mineral acre per year for Two (2) Years. Concluding a \$2.00 per acre Pd-Up Rental Payment was made in advance for the Two (2) Year Period on the net mineral acres indicated in this Lease.
- 3. PAYMENTS OF MINIMUM ROYALTY AND SHUT-IN ROYALTY. Paragraph 5 (minimum Royalty) and Paragraph 14 (Shut in Royalty) contains a reference to a computation based upon the delay rental amount specified in Paragraph 3. However, notwithstanding anything contained herein to the contrary, the undersigned do hereby recognize, acknowledge and agree that i) all minimum royalty payments due pursuant to Paragraph 5 shall be calculated on the basis of the delay rental amount being one dollar (\$1.00) per acre, and ii) all shut-in royalty payments due pursuant to Paragraph 14 shall be calculated on the basis of double the annual rental amount of one dollar (\$1.00) per acre (being two dollars (\$2.00) per acre), but not less than \$1200.00 a year for each well capable of producing oil and gas in paying quantities.

If delay rentals are paid on or before the 3rd anniversary date, the total rental paid shall be \$278,226.74. Said payment will include a pre-payment for the delay rentals for the 4th anniversary date.

Payments shall be made as follows: To the owner of the soil: \$139,113.37 To the State of Texas: \$139,113.37

^{4.} The rentals for the 1st anniversary date and for the 2nd anniversary date have been pre-paid with the bonus for this lease and no additional payments for the 1st anniversary date and for the 2nd anniversary date are due and payable. The total payment to the State and to the owner of the soil is \$752.00 per acre. The state and the owner of the soil have split the total payment of \$752.00 per acre equally.

File No	11	186	۹.
	xse		
Date Filed:	- ((14	10
Jerry E	. Patte	erson.	, Commissi

for said County and State, do hereby certify that the foregoing is a true and correct copy of Direct of Lune Land Land Stated S filed for record in my office this 15 day of 2010 at 8:10 P.M. under Clerk's File No. recorded in the 01/7 605 R COUNTY OF CULBERSON I, Linda McDonald, Clerk of the County Court in and THE STATE OF TEXAS ay of_ 2010

TO CERTIFY WHICH, Witness my hand and seal at Van Horn this_

Records of Culberson County,

75 to be

Deputy CULBERSON COUNTY, TEXAS

0010

General Land Office Relinquishment Act Lease Form Revised, September 1997

Paid-Up OIL AND GAS LEASE

			between the State of Texas, acting by and
of	SON RENEE PARKER, a sin 808 Jacaranda Way, Lahaina		said agent
01		Permanent Address)	said agent
harain rafarrad to as the	owner of the soil (whether one	or more), andLEGEND NATUE	DAL CASIV LP
nerem referred to as the	owner of the son (whether one	of 410 W. Grand Park	way South, Suite 400
		Katy, Texas 77494	
		Give Permanent Address)	
hereinafter called Lessee			
to be paid, kept and per grants, leases and lets ur lines, building tanks, sto	rformed by Lessee under this nto Lessee, for the sole and onlaring oil and building power St	lease, the State of Texas acting by y purpose of prospecting and drillin ations, telephone lines and other Str	below and of the covenants and agreements and through the owner of the soil, hereby g for and producing oil and gas, laying pipe ructures thereon, to produce, save, take care erson County, State of Texas, to-wit:
Block 53, Pu Section 22: Section 27: Section 34: Section 38: Section 46: Section 47: Section 48:	blic School Land Survey All N/2 & SW/4 All All All All N/2, SW/4 & W/2 SE/4 N/2, SE/4 & E/2 SW/4	Block 55, Public Section 1:	School Land Survey NW/4, N/2 SW/4 & SW/4 SW/4
Containing 4,445.70 acr	es, more or less. The bonus con	nsideration paid for this lease is as for	ollows:
To the	State of Texas: One Hund Dollars (\$_104,47	red Four Thousand Four Hundred S 5.36)	Seventy-five and 36/100
To the	e owner of the soil: One Hund Dollars (\$_104,47	red Four Thousand Four Hundred S 5.36)	Seventy-five and 36/100
Total	bonus consideration: Two Hun Dollars (\$_208,95	dred Eight Thousand Nine Hundred	Fifty and 72/100
The total bonus conside	ration paid represents a bonus of Dollars (\$_752.00	Seven Hundred Fifty-two a) per acre, on 277.86 net ac	
(herein called primary to As used in this lease, the	erm") and as long thereafter as ne term "produced in paying q	oil and gas, or either of them, is p	for a term of <u>Five (5) years</u> from this date roduced in paying quantities from said land, from the sale or other authorized commercial this last past.
lease shall terminate, ur Pay direct to Lessor at to continue as the deposite pay or tender to the CO like sum on or before s	nless on or before such annivers he above address Bank, at ory regardless of changes in the MMISSIONER OF THE GEN aid date. Payments under this	sary date Lessee shall pay or tender e ownership of said land), the amou ERAL LAND OFFICE OF THE S	on or before one (1) year from this date, this to the owner of the soil or to his credit in the, or its successors (which shall int specified below; in addition, Lessee shall TATE OF TEXAS, AT AUSTIN, TEXAS, a and shall cover the privilege of deferring the hall be in the following amounts:
	Dollars (\$		bit "A" for amended Delay Rental Provision
	Dollars (\$	ohs 2 and 4 of the attached Exhibit ' of the attached Exhibit "A" for am	'A" for amended Delay Rental Provision
Total	Dollars (\$) are attached exhibit. A lor am	ended Delay Relital Provision
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In a like manner and upon like payments or tenders annually, the commencement of a well may be further deferred for successive periods of one (1) year each during the primary term. All payments or tenders of rental to the owner of the soil may be made by check or sight draft of Lessee, or any assignee of this lease, and may be delivered on or before the rental paying date. If the bank designated in this paragraph (or its successor bank) should cease to exist, suspend business, liquidate, fail or be succeeded by another bank, or for any reason fail or refuse to accept rental, Lessee shall not be held in default for failure to make such payments or tenders of rental until thirty (30) days after the owner of the soil shall deliver to Lessee a proper recordable instrument naming another bank as agent to receive such payments or tenders.

- PRODUCTION ROYALTIES Upon production of oil and/or gas, Lessee agrees to pay or cause to be paid onehalf (1/2) of the royalty provided for in this lease to the Commissioner of the General Land Office of the State of Texas, at Austin, Texas, and one-half (1/2) of such royalty to the owner of the soil:
- OIL. Royalty payable on oil, which is defined as including all hydrocarbons produced in a liquid form at the mouth of the well and also as all condensate, distillate, and other liquid hydrocarbons recovered from oil or gas run through a separator or other equipment, as hereinafter provided, shall be 1/4th part of the gross production or the market value thereof, at the option of the owner of the soil or the Commissioner of the General Land Office, such value to be determined by 1) the highest posted price, plus premium, if any, offered or paid for oil, condensate, distillate, or other liquid hydrocarbons, respectively, of a like type and gravity in the general area where produced and when run, or 2) the highest market price thereof offered or paid in the general area where produced and when run, or 3) the gross proceeds of the sale thereof, whichever is the greater. Lessee agrees that before any gas produced from the leased premises is sold, used or processed in a plant, it will be run free of cost to the royalty owners through an adequate oil and gas separator of conventional type, or other equipment at least as efficient, so that all liquid hydrocarbons recoverable from the gas by such means will be recovered. The requirement that such gas be run through a separator or other equipment may be waived in writing by the royalty owners upon such terms and conditions as they prescribe.
- NON PROCESSED GAS. Royalty on any gas (including flared gas), which is defined as all hydrocarbons and gaseous substances not defined as oil in subparagraph (A) above, produced from any well on said land (except as provided herein with respect to gas processed in a plant for the extraction of gasoline, liquid hydrocarbons or other products) shall be 1/4th part of the gross production or the market value thereof, at the option of the owner of the soil or the Commissioner of the General Land Office, such value to be based on the highest market price paid or offered for gas of comparable quality in the general area where produced and when run, or the gross price paid or offered to the producer, whichever is the greater; provided that the maximum pressure base in measuring the gas under this lease shall not at any time exceed 14.65 pounds per square inch absolute, and the standard base temperature shall be sixty (60) degrees Fahrenheit, correction to be made for pressure according to Boyle's Law, and for specific gravity according to tests made by the Balance Method or by the most approved method of testing being used by the industry at the time of testing.
- PROCESSED GAS. Royalty on any gas processed in a gasoline plant or other plant for the recovery of gasoline or other liquid hydrocarbons shall be 1/4th part of the residue gas and the liquid hydrocarbons extracted or the market value thereof, at the option of the owner of the soil or the Commissioner of the General Land Office. All royalties due herein shall be based on one hundred percent (100%) of the total plant production of residue gas attributable to gas produced from this lease, and on fifty percent (50%), or that percent accruing to Lessee, whichever is the greater, of the total plant production of liquid hydrocarbons attributable to the gas produced from this lease; provided that if liquid hydrocarbons are recovered from gas processed in a plant in which Lessee (or its parent, subsidiary or affiliate) owns an interest, then the percentage applicable to liquid hydrocarbons shall be fifty percent (50%) or the highest percent accruing to a third party processing gas through such plant under a processing agreement negotiated at arm's length (or if there is no such third party, the highest percent then being specified in processing agreements or contracts in the industry), whichever is the greater. The respective royalties on residue gas and on liquid hydrocarbons shall be determined by 1) the highest market price paid or offered for any gas (or liquid hydrocarbons) of comparable quality in the general area, or 2) the gross price paid or offered for such residue gas (or the weighted average gross selling price for the respective grades of liquid hydrocarbons), whichever is the greater. In no event, however, shall the royalties payable under this paragraph be less than the royalties which would have been due had the gas not been processed.
- OTHER PRODUCTS. Royalty on carbon black, sulphur or any other products produced or manufactured from gas (excepting liquid hydrocarbons) whether said gas be casinghead, "dry," or any other gas, by fractionating, burning or any other processing shall be 1/4th part of the gross production of such products, or the market value thereof, at the option of the owner of the soil or the Commissioner of the General Land Office, such market value to be determined as follows: 1) on the basis of the highest market price of each product for the same month in which such product is produced, or 2) on the basis of the average gross sale price of each product for the same month in which such products are produced; whichever is the greater.
- MINIMUM ROYALTY. During any year after the expiration of the primary term of this lease, if this lease is maintained by production, the royalties paid under this lease in no event shall be less than an amount equal to the total annual delay rental herein provided; otherwise, there shall be due and payable on or before the last day of the month succeeding the anniversary date of this lease a sum equal to the total annual rental less the amount of royalties paid during the preceding year. If Paragraph 3 of this lease does not specify a delay rental amount, then for the purposes of this paragraph, the delay rental amount shall be one dollar (\$1.00) per acre.

- 6. ROYALTY IN KIND. Notwithstanding any other provision in this lease, at any time or from time to time, the owner of the soil or the Commissioner of the General Land Office may, at the option of either, upon not less than sixty (60) days notice to the holder of the lease, require that the payment of any royalties accruing to such royalty owner under this lease be made in kind. The owner of the soil's or the Commissioner of the General Land Office's right to take its royalty in kind shall not diminish or negate the owner of the soil's or the Commissioner of the General Land Office's rights or Lessee's obligations, whether express or implied, under this lease.
- 7. NO DEDUCTIONS. Lessee agrees that all royalties accruing under this lease (including those paid in kind) shall be without deduction for the cost of producing, gathering, storing, separating, treating, dehydrating, compressing, processing, transporting, and otherwise making the oil, gas and other products hereunder ready for sale or use. Lessee agrees to compute and pay royalties on the gross value received, including any reimbursements for severance taxes and production related costs.
- 8. PLANT FUEL AND RECYCLED GAS. No royalty shall be payable on any gas as may represent this lease's proportionate share of any fuel used to process gas produced hereunder in any processing plant. Notwithstanding any other provision of this lease, and subject to the written consent of the owner of the soil and the Commissioner of the General Land Office, Lessee may recycle gas for gas lift purposes on the leased premises or for injection into any oil or gas producing formation underlying the leased premises after the liquid hydrocarbons contained in the gas have been removed; no royalties shall be payable on the recycled gas until it is produced and sold or used by Lessee in a manner which entitles the royalty owners to a royalty under this lease.
- 9. ROYALTY PAYMENTS AND REPORTS. All royalties not taken in kind shall be paid to the Commissioner of the General Land Office at Austin, Texas, in the following manner:

Payment of royalty on production of oil and gas shall be as provided in the rules set forth in the Texas Register. Rules currently provide that royalty on oil is due and must be received in the General Land Office on or before the 5th day of the second month succeeding the month of production, and royalty on gas is due and must be received in the General Land Office on or before the 15th day of the second month succeeding the month of production, accompanied by the affidavit of the owner, manager or other authorized agent, completed in the form and manner prescribed by the General Land Office and showing the gross amount and disposition of all oil and gas produced and the market value of the oil and gas, together with a copy of all documents, records or reports confirming the gross production, disposition and market value including gas meter readings, pipeline receipts, gas line receipts and other checks or memoranda of amount produced and put into pipelines, tanks, or pools and gas lines or gas storage, and any other reports or records which the General Land Office may require to verify the gross production, disposition and market value. In all cases the authority of a manager or agent to act for the Lessee herein must be filed in the General Land Office. Each royalty payment shall be accompanied by a check stub, schedule, summary or other remittance advice showing by the assigned General Land Office lease number the amount of royalty being paid on each lease. If Lessee pays his royalty on or before thirty (30) days after the royalty payment was due, then Lessee owes a penalty of 5% on the royalty or \$25.00, whichever is greater. A royalty payment which is over thirty (30) days late shall accrue a penalty of 10% of the royalty due or \$25.00 whichever is greater. In addition to a penalty, royalties shall accrue interest at a rate of 12% per year, such interest will begin accruing when the royalty is sixty (60) days overdue. Affidavits and supporting documents which are not filed when due shall incur a penalty in an amount set by the General Land Office administrative rule which is effective on the date when the affidavits or supporting documents were due. The Lessee shall bear all responsibility for paying or causing royalties to be paid as prescribed by the due date provided herein. Payment of the delinquency penalty shall in no way operate to prohibit the State's right of forfeiture as provided by law nor act to postpone the date on which royalties were originally due. The above penalty provisions shall not apply in cases of title dispute as to the State's portion of the royalty or to that portion of the royalty in dispute as to fair market value.

- 10. (A) RESERVES, CONTRACTS AND OTHER RECORDS. Lessee shall annually furnish the Commissioner of the General Land Office with its best possible estimate of oil and gas reserves underlying this lease or allocable to this lease and shall furnish said Commissioner with copies of all contracts under which gas is sold or processed and all subsequent agreements and amendments to such contracts within thirty (30) days after entering into or making such contracts, agreements or amendments. Such contracts and agreements when received by the General Land Office shall be held in confidence by the General Land Office unless otherwise authorized by Lessee. All other contracts and records pertaining to the production, transportation, sale and marketing of the oil and gas produced on said premises, including the books and accounts, receipts and discharges of all wells, tanks, pools, meters, and pipelines shall at all times be subject to inspection and examination by the Commissioner of the General Land Office, the Attorney General, the Governor, or the representative of any of them.
- (B) PERMITS, DRILLING RECORDS. Written notice of all operations on this lease shall be submitted to the Commissioner of the General Land Office by Lessee or operator five (5) days before spud date, workover, re-entry, temporary abandonment or plug and abandonment of any well or wells. Such written notice to the General Land Office shall include copies of Railroad Commission forms for application to drill. Copies of well tests, completion reports and plugging reports shall be supplied to the General Land Office at the time they are filed with the Texas Railroad Commission. All applications, permits, reports or other filings that reference this lease or any specific well on the leased premises and that are submitted to the Texas Railroad Commission or any other governmental agency shall include the word "State" in the title. Additionally, in accordance with Railroad Commission rules, any signage on the leased premises for the purpose of identifying wells, tank batteries or other associated improvements to the land must also include the word "State." Lessee shall supply the General Land Office with any records, memoranda, accounts, reports, cuttings and cores, or other information relative to the operation of the above described premises, which may be requested by the General Land Office, in addition to those herein expressly provided for. Lessee shall have an electrical and/or radioactivity survey made on the bore-hole section, from the base of the surface casing to the total depth of well, of all wells drilled on the above described premises and shall transmit a true copy of the log of each survey on each well to the General Land Office within fifteen (15) days after the making of said survey.

- (C) PENALTIES. Lessee shall incur a penalty whenever reports, documents or other materials are not filed in the General Land Office when due. The penalty for late filing shall be set by the General Land Office administrative rule which is effective on the date when the materials were due in the General Land Office.
- DRY HOLE/CESSATION OF PRODUCTION DURING PRIMARY TERM. If, during the primary term hereof and prior to discovery and production of oil or gas on said land, Lessee should drill a dry hole or holes thereon, or if during the primary term hereof and after the discovery and actual production of oil or gas from the leased premises such production thereof should cease from any cause, this lease shall not terminate if on or before the expiration of sixty (60) days from date of completion of said dry hole or cessation of production Lessee commences additional drilling or reworking operations thereon, or pays or tenders the next annual delay rental in the same manner as provided in this lease. If, during the last year of the primary term or within sixty (60) days prior thereto, a dry hole be completed and abandoned, or the production of oil or gas should cease for any cause, Lessee's rights shall remain in full force and effect without further operations until the expiration of the primary term; and if Lessee has not resumed production in paying quantities at the expiration of the primary term, Lessee may maintain this lease by conducting additional drilling or reworking operations pursuant to Paragraph 13, using the expiration of the primary term as the date of cessation of production under Paragraph 13. Should the first well or any subsequent well drilled on the above described land be completed as a shut-in oil or gas well within the primary term hereof, Lessee may resume payment of the annual rental in the same manner as provided herein on or before the rental paying date following the expiration of sixty (60) days from the date of completion of such shut-in oil or gas well and upon the failure to make such payment, this lease shall ipso facto terminate. If at the expiration of the primary term or any time thereafter a shut-in oil or gas well is located on the leased premises, payments may be made in accordance with the shut-in provisions hereof.
- 12. DRILLING AND REWORKING AT EXPIRATION OF PRIMARY TERM. If, at the expiration of the primary term, neither oil nor gas is being produced on said land, but Lessee is then engaged in drilling or reworking operations thereon, this lease shall remain in force so long as operations on said well or for drilling or reworking of any additional well are prosecuted in good faith and in workmanlike manner without interruptions totaling more than sixty (60) days during any one such operation, and if they result in the production of oil and/or gas, so long thereafter as oil and/or gas is produced in paying quantities from said land, or payment of shut-in oil or gas well royalties or compensatory royalties is made as provided in this lease.
- 13. CESSATION, DRILLING, AND REWORKING. If, after the expiration of the primary term, production of oil or gas from the leased premises, after once obtained, should cease from any cause, this lease shall not terminate if Lessee commences additional drilling or reworking operations within sixty (60) days after such cessation, and this lease shall remain in full force and effect for so long as such operations continue in good faith and in workmanlike manner without interruptions totaling more than sixty (60) days. If such drilling or reworking operations result in the production of oil or gas, the lease shall remain in full force and effect for so long as oil or gas is produced from the leased premises in paying quantities or payment of shut-in oil or gas well royalties or payment of compensatory royalties is made as provided herein or as provided by law. If the drilling or reworking operations result in the completion of a well as a dry hole, the lease will not terminate if the Lessee commences additional drilling or reworking operations within sixty (60) days after the completion of the well as a dry hole, and this lease shall remain in effect so long as Lessee continues drilling or reworking operations in good faith and in a workmanlike manner without interruptions totaling more than sixty (60) days. Lessee shall give written notice to the General Land Office within thirty (30) days of any cessation of production.
- 14. SHUT-IN ROYALTIES. For purposes of this paragraph, "well" means any well that has been assigned a well number by the state agency having jurisdiction over the production of oil and gas. If, at any time after the expiration of the primary term of a lease that, until being shut in, was being maintained in force and effect, a well capable of producing oil or gas in paying quantities is located on the leased premises, but oil or gas is not being produced for lack of suitable production facilities or lack of a suitable market, then Lessee may pay as a shut-in oil or gas royalty an amount equal to double the annual rental provided in the lease, but not less than \$1,200 a year for each well capable of producing oil or gas in paying quantities. If Paragraph 3 of this lease does not specify a delay rental amount, then for the purposes of this paragraph, the delay rental amount shall be one dollar (\$1.00) per acre. To be effective, each initial shut-in oil or gas royalty must be paid on or before: (1) the expiration of the primary term, (2) 60 days after Lessee ceases to produce oil or gas from the leased premises, or (3) 60 days after Lessee completes a drilling or reworking operation in accordance with the lease provisions; whichever date is latest. Such payment shall be made one-half (1/2) to the Commissioner of the General Land Office and one-half (1/2) to the owner of the soil. If the shut-in oil or gas royalty is paid, the lease shall be considered to be a producing lease and the payment shall extend the term of the lease for a period of one year from the end of the primary term, or from the first day of the month following the month in which production ceased, and, after that, if no suitable production facilities or suitable market for the oil or gas exists, Lessee may extend the lease for four more successive periods of one (1) year by paying the same amount each year on or before the expiration of each shut-in year.
- 15. COMPENSATORY ROYALTIES. If, during the period the lease is kept in effect by payment of the shut-in oil or gas royalty, oil or gas is sold and delivered in paying quantities from a well located within one thousand (1,000) feet of the leased premises and completed in the same producing reservoir, or in any case in which drainage is occurring, the right to continue to maintain the lease by paying the shut-in oil or gas royalty shall cease, but the lease shall remain effective for the remainder of the year for which the royalty has been paid. The Lessee may maintain the lease for four more successive years by Lessee paying compensatory royalty at the royalty rate provided in the lease of the market value of production from the well causing the drainage or which is completed in the same producing reservoir and within one thousand (1,000) feet of the leased premises. The compensatory royalty is to be paid monthly, one-half (1/2) to the Commissioner of the General Land Office and one-half (1/2) to the owner of the soil, beginning on or before the last day of the month following the month in which the oil or gas is produced from the well causing the drainage or that is completed in the same producing reservoir and located within one thousand (1,000) feet of the leased premises. If the compensatory royalty paid in any 12-month period is in an amount less than the annual shut-in oil or gas royalty, Lessee shall pay an amount equal to the difference within thirty (30) days from the end of the 12-month period. Compensatory royalty payments

which are not timely paid will accrue penalty and interest in accordance with Paragraph 9 of this lease. None of these provisions will relieve Lessee of the obligation of reasonable development nor the obligation to drill offset wells as provided in Texas Natural Resources Code 52.173; however, at the determination of the Commissioner, and with the Commissioner's written approval, the payment of compensatory royalties can satisfy the obligation to drill offset wells.

- 16. RETAINED ACREAGE. Notwithstanding any provision of this lease to the contrary, after a well producing or capable of producing oil or gas has been completed on the leased premises, Lessee shall exercise the diligence of a reasonably prudent operator in drilling such additional well or wells as may be reasonably necessary for the proper development of the leased premises and in marketing the production thereon.
- VERTICAL. In the event this lease is in force and effect two (2) years after the expiration date of the primary or extended term it shall then terminate as to all of the leased premises, EXCEPT (1) 40 acres surrounding each oil well capable of producing in paying quantities and 320 acres surrounding each gas well capable of producing in paying quantities (including a shut-in oil or gas well as provided in Paragraph 14 hereof), or a well upon which Lessee is then engaged in continuous drilling or reworking operations, or (2) the number of acres included in a producing pooled unit pursuant to Texas Natural Resources Code 52.151-52.153, or (3) such greater or lesser number of acres as may then be allocated for production purposes to a proration unit for each such producing well under the rules and regulations of the Railroad Commission of Texas, or any successor agency. or other governmental authority having jurisdiction. If at any time after the effective date of the partial termination provisions hereof, the applicable field rules are changed or the well or wells located thereon are reclassified so that less acreage is thereafter allocated to said well or wells for production purposes, this lease shall thereupon terminate as to all acreage not thereafter allocated to said well or wells for production purposes. Notwithstanding the termination of this lease as to a portion of the lands covered hereby, Lessee shall nevertheless continue to have the right of ingress to and egress from the lands still subject to this lease for all purposes described in Paragraph 1 hereof, together with easements and right-of-ways for existing roads, existing pipelines and other existing facilities on, over and across all the lands described in Paragraph 1 hereof ("the retained lands"), for access to and from the retained lands and for the gathering or transportation of oil, gas and other minerals produced from the retained lands.
- (B) HORIZONTAL. In the event this lease is in force and effect two (2) years after the expiration date of the primary or extended term it shall further terminate as to all depths below 100 feet below the total depth drilled (hereinafter "deeper depths") in each well located on acreage retained in Paragraph 16(A) above, unless on or before two (2) years after the primary or extended term Lessee pays an amount equal to one-half (1/2) of the bonus originally paid as consideration for this lease (as specified on page 1 hereof). If such amount is paid, this lease shall be in force and effect as to such deeper depths, and said termination shall be delayed for an additional period of two (2) years and so long thereafter as oil or gas is produced in paying quantities from such deeper depths covered by this lease.
- (C) IDENTIFICATION AND FILING. The surface acreage retained hereunder as to each well shall, as nearly as practical, be in the form of a square with the well located in the center thereof, or such other shape as may be approved by the Commissioner of the General Land Office. Within thirty (30) days after partial termination of this lease as provided herein, Lessee shall execute and record a release or releases containing a satisfactory legal description of the acreage and/or depths not retained hereunder. The recorded release, or a certified copy of same, shall be filed in the General Land Office, accompanied by the filing fee prescribed by the General Land Office rules in effect on the date the release is filed. If Lessee fails or refuses to execute and record such release or releases within ninety (90) days after being requested to do so by the General Land Office, then the Commissioner at his sole discretion may designate by written instrument the acreage and/or depths to be released hereunder and record such instrument at Lessee's expense in the county or counties where the lease is located and in the official records of the General Land Office and such designation shall be binding upon Lessee for all purposes.
- 17. OFFSET WELLS. Neither the bonus, delay rentals, nor royalties paid, or to be paid, under this lease shall relieve Lessee of his obligation to protect the oil and gas under the above-described land from being drained. Lessee, sublessee, receiver or other agent in control of the leased premises shall drill as many wells as the facts may justify and shall use appropriate means and drill to a depth necessary to prevent undue drainage of oil and gas from the leased premises. In addition, if oil and/or gas should be produced in commercial quantities within 1,000 feet of the leased premises, or in any case where the leased premises is being drained by production of oil or gas, the Lessee, sublessee, receiver or other agent in control of the leased premises shall in good faith begin the drilling of a well or wells upon the leased premises within 100 days after the draining well or wells or the well or wells completed within 1,000 feet of the leased premises start producing in commercial quantities and shall prosecute such drilling with diligence. Failure to satisfy the statutory offset obligation may subject this lease and the owner of the soil's agency rights to forfeiture. Only upon the determination of the Commissioner of the General Land Office and with his written approval may the payment of compensatory royalty under applicable statutory parameters satisfy the obligation to drill an offset well or wells required under this paragraph.
- 18. FORCE MAJEURE. If, after a good faith effort, Lessee is prevented from complying with any express or implied covenant of this lease, from conducting drilling operations on the leased premises, or from producing oil or gas from the leased premises by reason of war, rebellion, riots, strikes, acts of God, or any valid order, rule or regulation of government authority, then while so prevented, Lessee's obligation to comply with such covenant shall be suspended and Lessee shall not be liable for damages for failure to comply with such covenants; additionally, this lease shall be extended while Lessee is prevented, by any such cause, from conducting drilling and reworking operations or from producing oil or gas from the leased premises. However, nothing in this paragraph shall suspend the payment of delay rentals in order to maintain this lease in effect during the primary term in the absence of such drilling or reworking operations or production of oil or gas.

- 19. WARRANTY CLAUSE. The owner of the soil warrants and agrees to defend title to the leased premises. If the owner of the soil defaults in payments owed on the leased premises, then Lessee may redeem the rights of the owner of the soil in the leased premises by paying any mortgage, taxes or other liens on the leased premises. If Lessee makes payments on behalf of the owner of the soil under this paragraph, Lessee may recover the cost of these payments from the rental and royalties due the owner of the soil.
- 20. (A) PROPORTIONATE REDUCTION CLAUSE. If the owner of the soil owns less than the entire undivided surface estate in the above described land, whether or not Lessee's interest is specified herein, then the royalties and rental herein provided to be paid to the owner of the soil shall be paid to him in the proportion which his interest bears to the entire undivided surface estate and the royalties and rental herein provided to be paid to the Commissioner of the General Land Office of the State of Texas shall be likewise proportionately reduced. However, before Lessee adjusts the royalty or rental due to the Commissioner of the General Land Office, Lessee or his authorized representative must submit to the Commissioner of the General Land Office a written statement which explains the discrepancy between the interest purportedly leased under this lease and the actual interest owned by the owner of the soil. The Commissioner of the General Land Office shall be paid the value of the whole production allocable to any undivided interest not covered by a lease, less the proportionate development and production cost allocable to such undivided interest. However, in no event shall the Commissioner of the General Land Office receive as a royalty on the gross production allocable to the undivided interest not leased an amount less than the value of one-sixteenth (1/16) of such gross production.
- (B) REDUCTION OF PAYMENTS. If, during the primary term, a portion of the land covered by this lease is included within the boundaries of a pooled unit that has been approved by the School Land Board and the owner of the soil in accordance with Natural Resources Code Sections 52.151-52.154, or if at any time after the expiration of the primary term or the extended term, this lease covers a lesser number of acres than the total amount described herein, payments that are made on a per acre basis hereunder shall be reduced according to the number of acres pooled, released, surrendered, or otherwise severed, so that payments determined on a per acre basis under the terms of this lease during the primary term shall be calculated based upon the number of acres outside the boundaries of a pooled unit, or, if after the expiration of the primary term, the number of acres actually retained and covered by this lease.
- 21. USE OF WATER. Lessee shall have the right to use water produced on said land necessary for operations under this lease except water from wells or tanks of the owner of the soil; provided, however, Lessee shall not use potable water or water suitable for livestock or irrigation purposes for watertlood operations without the prior consent of the owner of the soil.
- AUTHORIZED DAMAGES. Lessee shall pay the owner of the soil for damages caused by its operations to all personal property, improvements, livestock and crops on said land.
 - 23. PIPELINE DEPTH. When requested by the owner of the soil, Lessee shall bury its pipelines below plow depth.
- 24. WELL LOCATION LIMIT. No well shall be drilled nearer than two hundred (200) feet to any house or barn now on said premises without the written consent of the owner of the soil.
- POLLUTION. In developing this area, Lessee shall use the highest degree of care and all proper safeguards to prevent pollution. Without limiting the foregoing, pollution of coastal wetlands, natural waterways, rivers and impounded water shall be prevented by the use of containment facilities sufficient to prevent spillage, seepage or ground water contamination. In the event of pollution, Lessee shall use all means at its disposal to recapture all escaped hydrocarbons or other pollutant and shall be responsible for all damage to public and private properties. Lessee shall build and maintain fences around its slush, sump, and drainage pits and tank batteries so as to protect livestock against loss, damage or injury; and upon completion or abandonment of any well or wells, Lessee shall fill and level all slush pits and cellars and completely clean up the drilling site of all rubbish thereon. Lessee shall, while conducting operations on the leased premises, keep said premises free of all rubbish, cans, bottles, paper cups or garbage, and upon completion of operations shall restore the surface of the land to as near its original condition and contours as is practicable. Tanks and equipment will be kept painted and presentable.
- REMOVAL OF EQUIPMENT. Subject to limitations in this paragraph, Lessee shall have the right to remove machinery and fixtures placed by Lessee on the leased premises, including the right to draw and remove casing, within one hundred twenty (120) days after the expiration or the termination of this lease unless the owner of the soil grants Lessee an extension of this 120-day period. However, Lessee may not remove casing from any well capable of producing oil and gas in paying quantities. Additionally, Lessee may not draw and remove casing until after thirty (30) days written notice to the Commissioner of the General Land Office and to the owner of the soil. The owner of the soil shall become the owner of any machinery, fixtures, or casing which are not timely removed by Lessee under the terms of this paragraph.
- 27. (A) ASSIGNMENTS. Under the conditions contained in this paragraph and Paragraph 29 of this lease, the rights and estates of either party to this lease may be assigned, in whole or in part, and the provisions of this lease shall extend to and be binding upon their heirs, devisees, legal representatives, successors and assigns. However, a change or division in ownership of the land, rentals, or royalties will not enlarge the obligations of Lessee, diminish the rights, privileges and estates of Lessee, impair the effectiveness of any payment made by Lessee or impair the effectiveness of any act performed by Lessee. And no change or division in ownership of the land, rentals, or royalties shall bind Lessee for any purpose until thirty (30) days after the owner of the soil (or his heirs, devisees, legal representatives or assigns) furnishes the Lessee with satisfactory written evidence of the change in ownership, including the original recorded muniments of title (or a certified copy of such original) when the ownership changed because of a conveyance. A total or partial assignment of this lease shall, to the extent of the interest assigned, relieve and discharge Lessee of all subsequent obligations under this lease. If this lease is assigned in its entirety as to only part of the acreage, the right and option to pay rentals shall be apportioned as between the several owners ratably, according to the area of each, and failure by one or more of them to

pay his share of the rental shall not affect this lease on the part of the land upon which pro rata rentals are timely paid or tendered; however, if the assignor or assignee does not file a certified copy of such assignment in the General Land Office before the next rental paying date, the entire lease shall terminate for failure to pay the entire rental due under Paragraph 3. Every assignee shall succeed to all rights and be subject to all obligations, liabilities, and penalties owed to the State by the original lessee or any prior assignee of the lease, including any liabilities to the State for unpaid royalties.

(B) ASSIGNMENT LIMITATION. Notwithstanding any provision in Paragraph 27(a), if the owner of the soil acquires this lease in whole or in part by assignment without the prior written approval of the Commissioner of the General Land Office, this lease is void as of the time of assignment and the agency power of the owner may be forfeited by the Commissioner. An assignment will be treated as if it were made to the owner of the soil if the assignee is:

(1) a nominee of the owner of the soil;

- (2) a corporation or subsidiary in which the owner of the soil is a principal stockholder or is an employee of such a corporation or subsidiary;
- (3) a partnership in which the owner of the soil is a partner or is an employee of such a partnership;

(4) a principal stockholder or employee of the corporation which is the owner of the soil;

(5) a partner or employee in a partnership which is the owner of the soil;

- (6) a fiduciary for the owner of the soil; including but not limited to a guardian, trustee, executor, administrator, receiver, or conservator for the owner of the soil; or
- (7) a family member of the owner of the soil or related to the owner of the soil by marriage, blood, or adoption.
- 28. RELEASES. Under the conditions contained in this paragraph and Paragraph 29, Lessee may at any time execute and deliver to the owner of the soil and place of record a release or releases covering any portion or portions of the leased premises, and thereby surrender this lease as to such portion or portions, and be relieved of all subsequent obligations as to acreage surrendered. If any part of this lease is properly surrendered, the delay rental due under this lease shall be reduced by the proportion that the surrendered acreage bears to the acreage which was covered by this lease immediately prior to such surrender; however, such release will not relieve Lessee of any liabilities which may have accrued under this lease prior to the surrender of such acreage.
- 29. FILING OF ASSIGNMENTS AND RELEASES. If all or any part of this lease is assigned or released, such assignment or release must be recorded in the county where the land is situated, and the recorded instrument, or a copy of the recorded instrument certified by the County Clerk of the county in which the instrument is recorded, must be filed in the General Land Office within 90 days of the last execution date accompanied by the prescribed filing fee. If any such assignment is not so filed, the rights acquired under this lease shall be subject to forfeiture at the option of the Commissioner of the General Land Office.
- 30. DISCLOSURE CLAUSE. All provisions pertaining to the lease of the above-described land have been included in this instrument, including the statement of the true consideration to be paid for the execution of this lease and the rights and duties of the parties. Any collateral agreements concerning the development of oil and gas from the leased premises which are not contained in this lease invalid.
- 31. FIDUCIARY DUTY. The owner of the soil owes the State a fiduciary duty and must fully disclose any facts affecting the State's interest in the leased premises. When the interests of the owner of the soil conflict with those of the State, the owner of the soil is obligated to put the State's interests before his personal interests.
- 32. FORFEITURE. If Lessee shall fail or refuse to make the payment of any sum within thirty days after it becomes due, or if Lessee or an authorized agent should knowingly make any false return or false report concerning production or drilling, or if Lessee shall fail or refuse to drill any offset well or wells in good faith as required by law and the rules and regulations adopted by the Commissioner of the General Land Office, or if Lessee should fail to file reports in the manner required by law or fail to comply with rules and regulations promulgated by the General Land Office, the School Land Board, or the Railroad Commission, or if Lessee should refuse the proper authority access to the records pertaining to operations, or if Lessee or an authorized agent should knowingly fail or refuse to give correct information to the proper authority, or knowingly fail or refuse to furnish the General Land Office a correct log of any well, or if Lessee shall knowingly violate any of the material provisions of this lease, or if this lease is assigned and the assignment is not filed in the General Land Office as required by law, the rights acquired under this lease shall be subject to forfeiture by the Commissioner, and he shall forfeit same when sufficiently informed of the facts which authorize a forfeiture, and when forfeited the area shall again be subject to lease under the terms of the Relinquishment Act. However, nothing herein shall be construed as waiving the automatic termination of this lease by operation of law or by reason of any special limitation arising hereunder. Forfeitures may be set aside and this lease and all rights thereunder reinstated before the rights of another intervene upon satisfactory evidence to the Commissioner of the General Land Office of future compliance with the provisions of the law and of this lease and the rules and regulations that may be adopted relative hereto.
- 33. LIEN. In accordance with Texas Natural Resources Code 52.136, the State shall have a first lien upon all oil and gas produced from the area covered by this lease to secure payment of all unpaid royalty and other sums of money that may become due under this lease. By acceptance of this lease, Lessee grants the State, in addition to the lien provided by Texas Natural Resources Code 52.136 and any other applicable statutory lien, an express contractual lien on and security interest in all leased minerals in and extracted from the leased premises, all proceeds which may accrue to Lessee from the sale of such leased minerals, whether such proceeds are held by Lessee or by a third party, and all fixtures on and improvements to the leased premises used in connection with the production or processing of such leased minerals in order to secure the payment of all royalties or other amounts due or to become due under this lease and to secure payment of any damages or loss that Lessor may suffer by reason of Lessee's breach of any covenant or condition of this lease, whether express or implied. This lien and security interest may be foreclosed with or without court

proceedings in the manner provided in the Title I, Chapter 9 of the Texas Business and Commerce Code. Lessee agrees that the Commissioner may require Lessee to execute and record such instruments as may be reasonably necessary to acknowledge, attach or perfect this lien. Lessee hereby represents that there are no prior or superior liens arising from and relating to Lessee's activities upon the above-described property or from Lessee's acquisition of this lease. Should the Commissioner at any time determine that this representation is not true, then the Commissioner may declare this lease forfeited as provided herein.

- 34. POOLING. Lessee is hereby granted the right to pool or unitize the royalty interest of the owner of the soil under this lease with any other leasehold or mineral interest for the exploration, development and production of oil or gas or either of them upon the same terms as shall be approved by the School Land Board and the Commissioner of the General Land Office for the pooling or unitizing of the interest of the State under this lease pursuant to Texas Natural Resources Code 52.151-52.153. The owner of the soil agrees that the inclusion of this provision in this lease satisfies the execution requirements stated in Texas Natural Resources Code 52.152.
- 35. INDEMNITY. Lessee hereby releases and discharges the State of Texas and the owner of the soil, their officers, employees, partners, agents, contractors, subcontractors, guests, invitees, and their respective successors and assigns, of and from all and any actions and causes of action of every nature, or other harm, including environmental harm, for which recovery of damages is sought, including, but not limited to, all losses and expenses which are caused by the activities of Lessee, its officers, employees, and agents arising out of, incidental to, or resulting from, the operations of or for Lessee on the leased premises hereunder, or that may arise out of or be occasioned by Lessee's breach of any of the terms or provisions of this Agreement, or by any other negligent or strictly liable act or omission of Lessee. Further, Lessee hereby agrees to be liable for, exonerate, indemnify, defend and hold harmless the State of Texas and the owner of the soil, their officers, employees and agents, their successors or assigns, against any and all claims, liabilities, losses, damages, actions, personal injury (including death), costs and expenses, or other harm for which recovery of damages is sought, under any theory including tort, contract, or strict liability, including attorneys' fees and other legal expenses, including those related to environmental hazards, on the leased premises or in any way related to Lessee's failure to comply with any and all environmental laws; those arising from or in any way related to Lessee's operations or any other of Lessee's activities on the leased premises; those arising from Lessee's use of the surface of the leased premises; and those that may arise out of or be occasioned by Lessee's breach of any of the terms or provisions of this Agreement or any other act or omission of Lessee, its directors, officers, employees, partners, agents, contractors, subcontractors, guests, invitees, and their respective successors and assigns. Each assignee of this Agreement, or an interest therein, agrees to be liable for, exonerate, indemnify, defend and hold harmless the State of Texas and the owner of the soil, their officers, employees, and agents in the same manner provided above in connection with the activities of Lessee, its officers, employees, and agents as described above. EXCEPT AS OTHERWISE EXPRESSLY LIMITED HEREIN, ALL OF THE INDEMNITY OBLIGATIONS AND/OR LIABILITIES ASSUMED UNDER THE TERMS OF THIS AGREEMENT SHALL BE WITHOUT LIMITS AND WITHOUT REGARD TO THE CAUSE OR CAUSES THEREOF (EXCLUDING PRE-EXISTING CONDITIONS), STRICT LIABILITY, OR THE NEGLIGENCE OF ANY PARTY OR PARTIES (INCLUDING THE NEGLIGENCE OF THE INDENINIFIED PARTY), WHETHER SUCH NEGLIGENCE BE SOLE, JOINT, CONCURRENT, ACTIVE, OR PASSIVE.
- ENVIRONMENTAL HAZARDS. Lessee shall use the highest degree of care and all reasonable safeguards to prevent contamination or pollution of any environmental medium, including soil, surface waters, groundwater, sediments, and surface or subsurface strata, ambient air or any other environmental medium in, on, or under the leased premises, by any waste, pollutant, or contaminant. Lessee shall not bring or permit to remain on the leased premises any asbestos containing materials, explosives, toxic materials, or substances regulated as hazardous wastes, hazardous materials, hazardous substances (as the term "Hazardous Substance" is defined in the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA), 42 U.S.C. Sections 9601, et seq.), or toxic substances under any federal, state, or local law or regulation ("Hazardous Materials"), except ordinary products commonly used in connection with oil and gas exploration and development operations and stored in the usual manner and quantities. LESSEE'S VIOLATION OF THE FOREGOING PROHIBITION SHALL CONSTITUTE A MATERIAL BREACH AND DEFAULT HEREUNDER AND LESSEE SHALL INDEMNIFY, HOLD HARMLESS AND DEFEND THE STATE OF TEXAS AND THE OWNER OF THE SOIL FROM AND AGAINST ANY CLAIMS, DAMAGES, JUDGMENTS, PENALTIES, LIABILITIES, AND COSTS (INCLUDING REASONABLE ATTORNEYS' FEES AND COURT COSTS) CAUSED BY OR ARISING OUT OF (I) A VIOLATION OF THE FOREGOING PROHIBITION OR (II) THE PRESENCE, RELEASE, OR DISPOSAL OF ANY HAZARDOUS MATERIALS ON, UNDER, OR ABOUT THE LEASED PREMISES DURING LESSEE'S OCCUPANCY OR CONTROL OF THE LEASED PREMISES. LESSEE SHALL CLEAN UP, REMOVE, REMEDY AND REPAIR ANY SOIL OR GROUND WATER CONTAMINATION AND DAMAGE CAUSED BY THE PRESENCE OR RELEASE OF ANY HAZARDOUS MATERIALS IN, ON, UNDER, OR ABOUT THE LEASED PREMISES DURING LESSEE'S OCCUPANCY OF THE LEASED PREMISES IN CONFORMANCE WITH THE REQUIREMENTS OF APPLICABLE LAW. THIS INDEMNIFICATION AND ASSUMPTION SHALL APPLY, BUT IS NOT LIMITED TO, LIABILITY FOR RESPONSE ACTIONS UNDERTAKEN PURSUANT TO CERCLA OR ANY OTHER ENVIRONMENTAL LAW OR REGULATION. LESSEE SHALL IMMEDIATELY GIVE THE STATE OF TEXAS AND THE OWNER OF THE SOIL WRITTEN NOTICE OF ANY BREACH OR SUSPECTED BREACH OF THIS PARAGRAPH, UPON LEARNING OF THE PRESENCE OF ANY HAZARDOUS MATERIALS, OR UPON RECEIVING A NOTICE FROM ANY GOVERNMENTAL AGENCY PERTAINING TO HAZARDOUS MATERIALS WHICH MAY AFFECT THE LEASED PREMISES. THE OBLIGATIONS OF LESSEE HEREUNDER SHALL SURVIVE THE EXPIRATION OR EARLIER TERMINATION, FOR ANY REASON, OF THIS AGREEMENT.
- 37. APPLICABLE LAW. This lease is issued under the provisions of Texas Natural Resources Code 52.171 through 52.190, commonly known as the Relinquishment Act, and other applicable statutes and amendments thereto, and if any provision in this lease does not conform to these statutes, the statutes will prevail over any nonconforming lease provisions.

- 38. EXECUTION. This oil and gas lease must be signed and acknowledged by the Lessee before it is filed of record in the county records and in the General Land Office of the State of Texas. Once the filing requirements found in Paragraph 39 of this lease have been satisfied, the effective date of this lease shall be the date found on Page 1.

record in the office of the County Clerk in any county in which thereof must be filed in the General Land Office. This lease is certified by the County Clerk from his records) is filed in the Co 52.183. Additionally, this lease shall not be binding upon the So	the Texas Business and Commerce Code, this lease must be filed of hall or any part of the leased premises is located, and certified copies is not effective until a certified copy of this lease (which is made and General Land Office in accordance with Texas Natural Resources Code state unless it recites the actual and true consideration paid or promised rescribed filing fee shall accompany such certified copy to the General
40. See attached Exhibit "A" for additional prov	isions.
LEGEND NATURAL GA LEGEND NATURAL GA Carl Wimberley, Vice Pre Date: 9/8/2010	1
STATE OF TEXAS	STATE OF TEXAS
BY: <u>Allisson Renel Parkel</u> Individually and as agent for the State of Texas Allison Renee Parker , a single woman	BY:
DATE: 9/07/2010	DATE:
STATE OF TEXAS COUNTY OF HARRIS	(CORPORATE ACKNOWLEDGMENT)
BEFORE ME, the undersigned authority, on this day personally a is subscribed to the foregoing instrument, as <u>Vice President</u> of Leg	ppeared Carl Wimberley known to me to be the person whose name gend Natural Gas IV, LP, a Delaware limited partnership, and acknowledged to expressed, in the capacity stated, and as the act and deed of said partnership. ay of September 2, 2010.
MELODY A. LANIER Notary Public, State of Texas My Commission Expires March 27, 2013	Notary Public in and for the State of TEXAS
STATE OF HAWAII	(INDIVIDUAL ACKNOWLEDGMENT)
COUNTY OF MKHI	
name is subscribed to the foregoing instrument, and acknowledged expressed.	ared Allison Renee Parker, a single woman known to me to be the person whose to me that they executed the same for the purposes and consideration therein ay of
HINNING KINAMIN	Notary Public in and for the State of HAWAII
Given under my hand and seal of office this the CKI KIN THIS CKI KIN T	VICKI KINKELLA My commission expires 6/27/2012

EXHIBIT "A"

ATTACHED TO AND MADE PART OF THAT CERTAIN OIL AND GAS LEASE
DATED SEPTEMBER 1, 2010, BY AND BETWEEN THE STATE OF TEXAS, ACTING BY AND
THROUGH ITS AGENT, ALLISON RENEE PARKER, AS LESSOR, AND
LEGEND NATURAL GAS IV, LP, AS LESSEE

- 1. If, at the expiration of the primary term, this lease is being maintained in force under any provision of the lease, or within 180 days prior to the expiration of the primary term Lessee has completed a well as a dry hole or commenced a well on the leased premises or lands pooled therewith, or Lessee is then engaged in operations on the leased premises or lands pooled therewith, Lessee agrees to begin a continuous drilling program within 180 days after the end of the primary term or within 180 days after completion of such well or the cessation of such operations, whichever is the later date; and thereafter to carry on the continuous drilling program on the leased premises or lands pooled therewith until all proration units have been drilled, allowing not more than 180 days to elapse between the completion of one well and the commencement of the succeeding well. Should Lessee fail to begin the continuous drilling program or subsequently default in the performance thereof, then in either event, this lease shall terminate as to all lands covered hereby, save and except for the proration unit surrounding each well then producing, capable of producing or upon which operations are being conducted, limited, respectively, to those depths from the surface down to the stratigraphic equivalent of the depth 100 feet below the total depth drilled in any such proration unit. As used in this paragraph: i) the term "commission" means the Railroad Commission of the State of Texas or any successor agency, ii) the term "proration unit" means any acreage designated as a drilling unit or production unit in accordance with the rules of the commission (or any other governmental authority having jurisdiction) or any unit formed by pooling as provided in this lease or otherwise, iii) the terms "commenced" and "commencement" mean the date when a well is spudded, and iv) the terms "completed" and "completion" mean the date the initial potential test report is filed with the commission, if a productive well, or the date the plugging report is filed with the commission, if a dry hole, in either event no later than 60 days after the drilling rig has been released. Notwithstanding the partial termination of this lease, Lessee shall continue to have the rights of ingress and egress across all of the leased premises to and from lands that remain subject to this lease, or lands pooled therewith, for the purposes described in paragraph 1 hereof, together with easements and rights of way for roads, pipelines, flowlines and other facilities on or across all of the leased premises for the exploration, development, production, gathering or transportation of oil, gas and other products from the lands still subject to this lease or lands pooled therewith. The sole liability or penalty for the failure of Lessee to drill any well or wells required or permitted by this lease shall be the termination or partial termination of Lessee's rights under the lease as provided above. Once Continuous Drilling has ceased each proration unit will be treated as a separate lease.
- 2. Notwithstanding anything to the contrary contained in Paragraph Three (3) of this Lease, for all purposes this lease shall be a fully Paid-Up Oil & Gas Lease for the first three years. Delay Rentals have been paid in full with the Bonus Consideration tendered herein. Delay Rental payment was based on a \$1.00 per net mineral acre per year for Two (2) Years. Concluding a \$2.00 per acre Pd-Up Rental Payment was made in advance for the Two (2) Year Period on the net mineral acres indicated in this Lease.
- 3. PAYMENTS OF MINIMUM ROYALTY AND SHUT-IN ROYALTY. Paragraph 5 (minimum Royalty) and Paragraph 14 (Shut in Royalty) contains a reference to a computation based upon the delay rental amount specified in Paragraph 3. However, notwithstanding anything contained herein to the contrary, the undersigned do hereby recognize, acknowledge and agree that i) all minimum royalty payments due pursuant to Paragraph 5 shall be calculated on the basis of the delay rental amount being one dollar (\$1.00) per acre, and ii) all shut-in royalty payments due pursuant to Paragraph 14 shall be calculated on the basis of double the annual rental amount of one dollar (\$1.00) per acre (being two dollars (\$2.00) per acre), but not less than \$1200.00 a year for each well capable of producing oil and gas in paying quantities.
- 4. The rentals for the 1st anniversary date and for the 2nd anniversary date have been pre-paid with the bonus for this lease and no additional payments for the 1st anniversary date and for the 2nd anniversary date are due and payable. The total payment to the State and to the owner of the soil is \$752.00 per acre. The state and the owner of the soil have split the total payment of \$752.00 per acre equally.

If delay rentals are paid on or before the 3rd anniversary date, the total rental paid shall be \$208,672.86.

Said payment will include a pre-payment for the delay rentals for the 4th anniversary date.

Payments shall be made as follows: To the owner of the soil: \$104,336.43 To the State of Texas: \$104,336.43

La	ase E	
Date Filed:_	11/4	10

THE STATE OF TEXAS

for said County and State, do hereby certify that the foregoing is a true and correct copy of All 1 Cos 125 Ednted 9-8-301C

filed for record in my office this 15 day of 257 3 to t recorded in the 1116 Cos

Records of Culberson Co COUNTY OF CULBERSON I, Linda McDonald, Clerk of the County Court in

day of

Texas.

TO CERTIFY WHICH, Witness my hand and seal at Van Horn this 15

LINDA McDONALD, COUNTY C

Deputy CULBERSON COUNTY, TEXA

MF 111869F

General Land Office Relinquishment Act Lease Form Revised, September 1997 # 65977

Paid-Up OIL AND GAS LEASE

	made and entered into this		10, between the State of Texas, acting by and
of	3901 Trail Lake, Fort Worth,		said agent
		Permanent Address)	said agent
herein referred to as the	owner of the soil (whether one o	r more) and LEGEND NAT	URAL GAS IV LP
nerem referred to as the	owner of the soft (whether one o	of 410 W. Grand P	arkway South, Suite 400
	10	Katy, Texas 774	194
hereinafter called Lessee		ive Permanent Address)	
to be paid, kept and pe grants, leases and lets un lines, building tanks, sto	rformed by Lessee under this le nto Lessee, for the sole and only oring oil and building power Stat	ase, the State of Texas acting purpose of prospecting and dril tions, telephone lines and other	ed below and of the covenants and agreements by and through the owner of the soil, hereby ling for and producing oil and gas, laying pipe Structures thereon, to produce, save, take care lberson County, State of Texas, to-wit:
Block 53, Pu Section 22: Section 27: Section 34: Section 38: Section 46: Section 47: Section 48:	blic School Land Survey All N/2 & SW/4 All All All All N/2, SW/4 & W/2 SE/4 N/2, SE/4 & E/2 SW/4	Block 55, Pub Section 1:	lic School Land Survey NW/4, N/2 SW/4 & SW/4 SW/4
Containing 4,445.70 acr	es, more or less. The bonus cons	ideration paid for this lease is a	s follows:
To the	e State of Texas: One Hundr Dollars (\$_104,475	ed Four Thousand Four Hundre	d Seventy-five and 36/100
To the	e owner of the soil: One Hundr Dollars (\$_104,475		d Seventy-five and 36/100
Total	bonus consideration: <u>Two Hund</u> Dollars (\$ <u>208,950</u>		red Fifty and 72/100
The total bonus conside	ration paid represents a bonus of Dollars (\$_752.00	Seven Hundred Fifty-tw per acre, on 277.86 net	o and No/100
(herein called primary to As used in this lease, the	erm") and as long thereafter as	oil and gas, or either of them, is antities" means that the receipts	be for a term of $\underline{\text{Five (5) years}}$ from this date is produced in paying quantities from said land. If from the sale or other authorized commercial onthis last past.
Pay direct to Lessor at a continue as the deposit pay or tender to the CC like sum on or before s	nless on or before such anniversa the above address Bank, at	ownership of said land), the am ERAL LAND OFFICE OF THE Bragraph shall operate as a renta	es on or before one (1) year from this date, this der to the owner of the soil or to his credit in the, or its successors (which shall nount specified below; in addition, Lessee shall STATE OF TEXAS, AT AUSTIN, TEXAS, a land shall cover the privilege of deferring the h shall be in the following amounts:
To th	Dollars (\$)	hibit "A" for amended Delay Rental Provision
To th	e State of Texas: see Paragraph	ns 2 and 4 of the attached Exhib	it "A" for amended Delay Rental Provision
Tota	Dollars (\$	of the attached Exhibit "A" for a	amended Delay Rental Provision
	200000000000000000000000000000000000000		Av
			and the state of the same (Yang S

In a like manner and upon like payments or tenders annually, the commencement of a well may be further deferred for successive periods of one (1) year each during the primary term. All payments or tenders of rental to the owner of the soil may be made by check or sight draft of Lessee, or any assignee of this lease, and may be delivered on or before the rental paying date. If the bank designated in this paragraph (or its successor bank) should cease to exist, suspend business, liquidate, fail or be succeeded by another bank, or for any reason fail or refuse to accept rental, Lessee shall not be held in default for failure to make such payments or tenders of rental until thirty (30) days after the owner of the soil shall deliver to Lessee a proper recordable instrument naming another bank as agent to receive such payments or tenders.

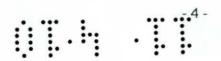
- 4. PRODUCTION ROYALTIES Upon production of oil and/or gas, Lessee agrees to pay or cause to be paid one-half (1/2) of the royalty provided for in this lease to the Commissioner of the General Land Office of the State of Texas, at Austin, Texas, and one-half (1/2) of such royalty to the owner of the soil:
- (A) OIL. Royalty payable on oil, which is defined as including all hydrocarbons produced in a liquid form at the mouth of the well and also as all condensate, distillate, and other liquid hydrocarbons recovered from oil or gas run through a separator or other equipment, as hereinafter provided, shall be 1/4th part of the gross production or the market value thereof, at the option of the owner of the soil or the Commissioner of the General Land Office, such value to be determined by 1) the highest posted price, plus premium, if any, offered or paid for oil, condensate, distillate, or other liquid hydrocarbons, respectively, of a like type and gravity in the general area where produced and when run, or 2) the highest market price thereof offered or paid in the general area where produced and when run, or 3) the gross proceeds of the sale thereof, whichever is the greater. Lessee agrees that before any gas produced from the leased premises is sold, used or processed in a plant, it will be run free of cost to the royalty owners through an adequate oil and gas separator of conventional type, or other equipment at least as efficient, so that all liquid hydrocarbons recoverable from the gas by such means will be recovered. The requirement that such gas be run through a separator or other equipment may be waived in writing by the royalty owners upon such terms and conditions as they prescribe.
- (B) NON PROCESSED GAS. Royalty on any gas (including flared gas), which is defined as all hydrocarbons and gaseous substances not defined as oil in subparagraph (A) above, produced from any well on said land (except as provided herein with respect to gas processed in a plant for the extraction of gasoline, liquid hydrocarbons or other products) shall be 1/4th part of the gross production or the market value thereof, at the option of the owner of the soil or the Commissioner of the General Land Office, such value to be based on the highest market price paid or offered for gas of comparable quality in the general area where produced and when run, or the gross price paid or offered to the producer, whichever is the greater; provided that the maximum pressure base in measuring the gas under this lease shall not at any time exceed 14.65 pounds per square inch absolute, and the standard base temperature shall be sixty (60) degrees Fahrenheit, correction to be made for pressure according to Boyle's Law, and for specific gravity according to tests made by the Balance Method or by the most approved method of testing being used by the industry at the time of testing.
- (C) PROCESSED GAS. Royalty on any gas processed in a gasoline plant or other plant for the recovery of gasoline or other liquid hydrocarbons shall be 1/4th part of the residue gas and the liquid hydrocarbons extracted or the market value thereof, at the option of the owner of the soil or the Commissioner of the General Land Office. All royalties due herein shall be based on one hundred percent (100%) of the total plant production of residue gas attributable to gas produced from this lease, and on fifty percent (50%), or that percent accruing to Lessee, whichever is the greater, of the total plant production of liquid hydrocarbons attributable to the gas produced from this lease; provided that if liquid hydrocarbons are recovered from gas processed in a plant in which Lessee (or its parent, subsidiary or affiliate) owns an interest, then the percentage applicable to liquid hydrocarbons shall be fifty percent (50%) or the highest percent accruing to a third party processing gas through such plant under a processing agreement negotiated at arm's length (or if there is no such third party, the highest percent then being specified in processing agreements or contracts in the industry), whichever is the greater. The respective royalties on residue gas and on liquid hydrocarbons shall be determined by 1) the highest market price paid or offered for any gas (or liquid hydrocarbons) of comparable quality in the general area, or 2) the gross price paid or offered for such residue gas (or the weighted average gross selling price for the respective grades of liquid hydrocarbons), whichever is the greater. In no event, however, shall the royalties payable under this paragraph be less than the royalties which would have been due had the gas not been processed.
- (D) OTHER PRODUCTS. Royalty on carbon black, sulphur or any other products produced or manufactured from gas (excepting liquid hydrocarbons) whether said gas be casinghead, "dry," or any other gas, by fractionating, burning or any other processing shall be 1/4th part of the gross production of such products, or the market value thereof, at the option of the owner of the soil or the Commissioner of the General Land Office, such market value to be determined as follows: 1) on the basis of the highest market price of each product for the same month in which such product is produced, or 2) on the basis of the average gross sale price of each product for the same month in which such products are produced; whichever is the greater.
- 5. MINIMUM ROYALTY. During any year after the expiration of the primary term of this lease, if this lease is maintained by production, the royalties paid under this lease in no event shall be less than an amount equal to the total annual delay rental herein provided; otherwise, there shall be due and payable on or before the last day of the month succeeding the anniversary date of this lease a sum equal to the total annual rental less the amount of royalties paid during the preceding year. If Paragraph 3 of this lease does not specify a delay rental amount, then for the purposes of this paragraph, the delay rental amount shall be one dollar (\$1.00) per acre.

- 6. ROYALTY IN KIND. Notwithstanding any other provision in this lease, at any time or from time to time, the owner of the soil or the Commissioner of the General Land Office may, at the option of either, upon not less than sixty (60) days notice to the holder of the lease, require that the payment of any royalties accruing to such royalty owner under this lease be made in kind. The owner of the soil's or the Commissioner of the General Land Office's right to take its royalty in kind shall not diminish or negate the owner of the soil's or the Commissioner of the General Land Office's rights or Lessee's obligations, whether express or implied, under this lease.
- 7. NO DEDUCTIONS. Lessee agrees that all royalties accruing under this lease (including those paid in kind) shall be without deduction for the cost of producing, gathering, storing, separating, treating, dehydrating, compressing, transporting, and otherwise making the oil, gas and other products hereunder ready for sale or use. Lessee agrees to compute and pay royalties on the gross value received, including any reimbursements for severance taxes and production related costs.
- 8. PLANT FUEL AND RECYCLED GAS. No royalty shall be payable on any gas as may represent this lease's proportionate share of any fuel used to process gas produced hereunder in any processing plant. Notwithstanding any other provision of this lease, and subject to the written consent of the owner of the soil and the Commissioner of the General Land Office, Lessee may recycle gas for gas lift purposes on the leased premises or for injection into any oil or gas producing formation underlying the leased premises after the liquid hydrocarbons contained in the gas have been removed; no royalties shall be payable on the recycled gas until it is produced and sold or used by Lessee in a manner which entitles the royalty owners to a royalty under this lease.
- 9. ROYALTY PAYMENTS AND REPORTS. All royalties not taken in kind shall be paid to the Commissioner of the General Land Office at Austin, Texas, in the following manner:

Payment of royalty on production of oil and gas shall be as provided in the rules set forth in the Texas Register. Rules currently provide that royalty on oil is due and must be received in the General Land Office on or before the 5th day of the second month succeeding the month of production, and royalty on gas is due and must be received in the General Land Office on or before the 15th day of the second month succeeding the month of production, accompanied by the affidavit of the owner, manager or other authorized agent, completed in the form and manner prescribed by the General Land Office and showing the gross amount and disposition of all oil and gas produced and the market value of the oil and gas, together with a copy of all documents, records or reports confirming the gross production, disposition and market value including gas meter readings, pipeline receipts, gas line receipts and other checks or memoranda of amount produced and put into pipelines, tanks, or pools and gas lines or gas storage, and any other reports or records which the General Land Office may require to verify the gross production, disposition and market value. In all cases the authority of a manager or agent to act for the Lessee herein must be filed in the General Land Office. Each royalty payment shall be accompanied by a check stub, schedule, summary or other remittance advice showing by the assigned General Land Office lease number the amount of royalty being paid on each lease. If Lessee pays his royalty on or before thirty (30) days after the royalty payment was due, then Lessee owes a penalty of 5% on the royalty or \$25.00, whichever is greater. A royalty payment which is over thirty (30) days late shall accrue a penalty of 10% of the royalty due or \$25.00 whichever is greater. In addition to a penalty, royalties shall accrue interest at a rate of 12% per year, such interest will begin accruing when the royalty is sixty (60) days overdue. Affidavits and supporting documents which are not filed when due shall incur a penalty in an amount set by the General Land Office administrative rule which is effective on the date when the affidavits or supporting documents were due. The Lessee shall bear all responsibility for paying or causing royalties to be paid as prescribed by the due date provided herein. Payment of the delinquency penalty shall in no way operate to prohibit the State's right of forfeiture as provided by law nor act to postpone the date on which royalties were originally due. The above penalty provisions shall not apply in cases of title dispute as to the State's portion of the royalty or to that portion of the royalty in dispute as to fair market value.

- 10. (A) RESERVES, CONTRACTS AND OTHER RECORDS. Lessee shall annually furnish the Commissioner of the General Land Office with its best possible estimate of oil and gas reserves underlying this lease or allocable to this lease and shall furnish said Commissioner with copies of all contracts under which gas is sold or processed and all subsequent agreements and amendments to such contracts within thirty (30) days after entering into or making such contracts, agreements or amendments. Such contracts and agreements when received by the General Land Office shall be held in confidence by the General Land Office unless otherwise authorized by Lessee. All other contracts and records pertaining to the production, transportation, sale and marketing of the oil and gas produced on said premises, including the books and accounts, receipts and discharges of all wells, tanks, pools, meters, and pipelines shall at all times be subject to inspection and examination by the Commissioner of the General Land Office, the Attorney General, the Governor, or the representative of any of them.
- (B) PERMITS, DRILLING RECORDS. Written notice of all operations on this lease shall be submitted to the Commissioner of the General Land Office by Lessee or operator five (5) days before spud date, workover, re-entry, temporary abandonment or plug and abandonment of any well or wells. Such written notice to the General Land Office shall include copies of Railroad Commission forms for application to drill. Copies of well tests, completion reports and plugging reports shall be supplied to the General Land Office at the time they are filed with the Texas Railroad Commission. All applications, permits, reports or other filings that reference this lease or any specific well on the leased premises and that are submitted to the Texas Railroad Commission or any other governmental agency shall include the word "State" in the title. Additionally, in accordance with Railroad Commission rules, any signage on the leased premises for the purpose of identifying wells, tank batteries or other associated improvements to the land must also include the word "State." Lessee shall supply the General Land Office with any records, memoranda, accounts, reports, cuttings and cores, or other information relative to the operation of the above described premises, which may be requested by the General Land Office, in addition to those herein expressly provided for. Lessee shall have an electrical and/or radioactivity survey made on the bore-hole section, from the base of the surface casing to the total depth of well, of all wells drilled on the above described premises and shall transmit a true copy of the log of each survey on each well to the General Land Office within fifteen (15) days after the making of said survey.

- (C) PENALTIES. Lessee shall incur a penalty whenever reports, documents or other materials are not filed in the General Land Office when due. The penalty for late filing shall be set by the General Land Office administrative rule which is effective on the date when the materials were due in the General Land Office.
- DRY HOLE/CESSATION OF PRODUCTION DURING PRIMARY TERM. If, during the primary term hereof and prior to discovery and production of oil or gas on said land, Lessee should drill a dry hole or holes thereon, or if during the primary term hereof and after the discovery and actual production of oil or gas from the leased premises such production thereof should cease from any cause, this lease shall not terminate if on or before the expiration of sixty (60) days from date of completion of said dry hole or cessation of production Lessee commences additional drilling or reworking operations thereon, or pays or tenders the next annual delay rental in the same manner as provided in this lease. If, during the last year of the primary term or within sixty (60) days prior thereto, a dry hole be completed and abandoned, or the production of oil or gas should cease for any cause, Lessee's rights shall remain in full force and effect without further operations until the expiration of the primary term; and if Lessee has not resumed production in paying quantities at the expiration of the primary term, Lessee may maintain this lease by conducting additional drilling or reworking operations pursuant to Paragraph 13, using the expiration of the primary term as the date of cessation of production under Paragraph 13. Should the first well or any subsequent well drilled on the above described land be completed as a shut-in oil or gas well within the primary term hereof, Lessee may resume payment of the annual rental in the same manner as provided herein on or before the rental paying date following the expiration of sixty (60) days from the date of completion of such shut-in oil or gas well and upon the failure to make such payment, this lease shall ipso facto terminate. If at the expiration of the primary term or any time thereafter a shut-in oil or gas well is located on the leased premises, payments may be made in accordance with the shut-in provisions hereof.
- 12. DRILLING AND REWORKING AT EXPIRATION OF PRIMARY TERM. If, at the expiration of the primary term, neither oil nor gas is being produced on said land, but Lessee is then engaged in drilling or reworking operations thereon, this lease shall remain in force so long as operations on said well or for drilling or reworking of any additional well are prosecuted in good faith and in workmanlike manner without interruptions totaling more than sixty (60) days during any one such operation, and if they result in the production of oil and/or gas, so long thereafter as oil and/or gas is produced in paying quantities from said land, or payment of shut-in oil or gas well royalties or compensatory royalties is made as provided in this lease.
- 13. CESSATION, DRILLING, AND REWORKING. If, after the expiration of the primary term, production of oil or gas from the leased premises, after once obtained, should cease from any cause, this lease shall not terminate if Lessee commences additional drilling or reworking operations within sixty (60) days after such cessation, and this lease shall remain in full force and effect for so long as such operations continue in good faith and in workmanlike manner without interruptions totaling more than sixty (60) days. If such drilling or reworking operations result in the production of oil or gas, the lease shall remain in full force and effect for so long as oil or gas is produced from the leased premises in paying quantities or payment of shut-in oil or gas well royalties or payment of compensatory royalties is made as provided herein or as provided by law. If the drilling or reworking operations result in the completion of a well as a dry hole, the lease will not terminate if the Lessee commences additional drilling or reworking operations within sixty (60) days after the completion of the well as a dry hole, and this lease shall remain in effect so long as Lessee continues drilling or reworking operations in good faith and in a workmanlike manner without interruptions totaling more than sixty (60) days. Lessee shall give written notice to the General Land Office within thirty (30) days of any cessation of production.
- 14. SHUT-IN ROYALTIES. For purposes of this paragraph, "well" means any well that has been assigned a well number by the state agency having jurisdiction over the production of oil and gas. If, at any time after the expiration of the primary term of a lease that, until being shut in, was being maintained in force and effect, a well capable of producing oil or gas in paying quantities is located on the leased premises, but oil or gas is not being produced for lack of suitable production facilities or lack of a suitable market, then Lessee may pay as a shut-in oil or gas royalty an amount equal to double the annual rental provided in the lease, but not less than \$1,200 a year for each well capable of producing oil or gas in paying quantities. If Paragraph 3 of this lease does not specify a delay rental amount, then for the purposes of this paragraph, the delay rental amount shall be one dollar (\$1.00) per acre. To be effective, each initial shut-in oil or gas royalty must be paid on or before: (1) the expiration of the primary term, (2) 60 days after Lessee ceases to produce oil or gas from the leased premises, or (3) 60 days after Lessee completes a drilling or reworking operation in accordance with the lease provisions; whichever date is latest. Such payment shall be made one-half (1/2) to the Commissioner of the General Land Office and one-half (1/2) to the owner of the soil. If the shut-in oil or gas royalty is paid, the lease shall be considered to be a producing lease and the payment shall extend the term of the lease for a period of one year from the end of the primary term, or from the first day of the month following the month in which production ceased, and, after that, if no suitable production facilities or suitable market for the oil or gas exists, Lessee may extend the lease for four more successive periods of one (1) year by paying the same amount each year on or before the expiration of each shut-in year.
- 15. COMPENSATORY ROYALTIES. If, during the period the lease is kept in effect by payment of the shut-in oil or gas royalty, oil or gas is sold and delivered in paying quantities from a well located within one thousand (1,000) feet of the leased premises and completed in the same producing reservoir, or in any case in which drainage is occurring, the right to continue to maintain the lease by paying the shut-in oil or gas royalty shall cease, but the lease shall remain effective for the remainder of the year for which the royalty has been paid. The Lessee may maintain the lease for four more successive years by Lessee paying compensatory royalty at the royalty rate provided in the lease of the market value of production from the well causing the drainage or which is completed in the same producing reservoir and within one thousand (1,000) feet of the leased premises. The compensatory royalty is to be paid monthly, one-half (1/2) to the Commissioner of the General Land Office and one-half (1/2) to the owner of the soil, beginning on or before the last day of the month following the month in which the oil or gas is produced from the well causing the drainage or that is completed in the same producing reservoir and located within one thousand (1,000) feet of the leased premises. If the compensatory royalty paid in any 12-month period is in an amount less than the annual shut-in oil or gas royalty, Lessee shall pay an amount equal to the difference within thirty (30) days from the end of the 12-month period. Compensatory royalty payments



which are not timely paid will accrue penalty and interest in accordance with Paragraph 9 of this lease. None of these provisions will relieve Lessee of the obligation of reasonable development nor the obligation to drill offset wells as provided in Texas Natural Resources Code 52.173; however, at the determination of the Commissioner, and with the Commissioner's written approval, the payment of compensatory royalties can satisfy the obligation to drill offset wells.

- 16. RETAINED ACREAGE. Notwithstanding any provision of this lease to the contrary, after a well producing or capable of producing oil or gas has been completed on the leased premises, Lessee shall exercise the diligence of a reasonably prudent operator in drilling such additional well or wells as may be reasonably necessary for the proper development of the leased premises and in marketing the production thereon.
- (A) VERTICAL. In the event this lease is in force and effect two (2) years after the expiration date of the primary or extended term it shall then terminate as to all of the leased premises, EXCEPT (1) 40 acres surrounding each oil well capable of producing in paying quantities and 320 acres surrounding each gas well capable of producing in paying quantities (including a shut-in oil or gas well as provided in Paragraph 14 hereof), or a well upon which Lessee is then engaged in continuous drilling or reworking operations, or (2) the number of acres included in a producing pooled unit pursuant to Texas Natural Resources Code 52.151-52.153. or (3) such greater or lesser number of acres as may then be allocated for production purposes to a proration unit for each such producing well under the rules and regulations of the Railroad Commission of Texas, or any successor agency. or other governmental authority having jurisdiction. If at any time after the effective date of the partial termination provisions hereof, the applicable field rules are changed or the well or wells located thereon are reclassified so that less acreage is thereafter allocated to said well or wells for production purposes, this lease shall thereupon terminate as to all acreage not thereafter allocated to said well or wells for production purposes. Notwithstanding the termination of this lease as to a portion of the lands covered hereby, Lessee shall nevertheless continue to have the right of ingress to and egress from the lands still subject to this lease for all purposes described in Paragraph 1 hereof, together with easements and right-of-ways for existing roads, existing pipelines and other existing facilities on, over and across all the lands described in Paragraph 1 hereof ("the retained lands"), for access to and from the retained lands and for the gathering or transportation of oil, gas and other minerals produced from the retained lands.
- (B) HORIZONTAL. In the event this lease is in force and effect two (2) years after the expiration date of the primary or extended term it shall further terminate as to all depths below 100 feet below the total depth drilled (hereinafter "deeper depths") in each well located on acreage retained in Paragraph 16(A) above, unless on or before two (2) years after the primary or extended term Lessee pays an amount equal to one-half (1/2) of the bonus originally paid as consideration for this lease (as specified on page 1 hereof). If such amount is paid, this lease shall be in force and effect as to such deeper depths, and said termination shall be delayed for an additional period of two (2) years and so long thereafter as oil or gas is produced in paying quantities from such deeper depths covered by this lease.
- (C) IDENTIFICATION AND FILING. The surface acreage retained hereunder as to each well shall, as nearly as practical, be in the form of a square with the well located in the center thereof, or such other shape as may be approved by the Commissioner of the General Land Office. Within thirty (30) days after partial termination of this lease as provided herein, Lessee shall execute and record a release or releases containing a satisfactory legal description of the acreage and/or depths not retained hereunder. The recorded release, or a certified copy of same, shall be filed in the General Land Office, accompanied by the filing fee prescribed by the General Land Office rules in effect on the date the release is filed. If Lessee fails or refuses to execute and record such release or releases within ninety (90) days after being requested to do so by the General Land Office, then the Commissioner at his sole discretion may designate by written instrument the acreage and/or depths to be released hereunder and record such instrument at Lessee's expense in the county or counties where the lease is located and in the official records of the General Land Office and such designation shall be binding upon Lessee for all purposes.
- 17. OFFSET WELLS. Neither the bonus, delay rentals, nor royalties paid, or to be paid, under this lease shall relieve Lessee of his obligation to protect the oil and gas under the above-described land from being drained. Lessee, sublessee, receiver or other agent in control of the leased premises shall drill as many wells as the facts may justify and shall use appropriate means and drill to a depth necessary to prevent undue drainage of oil and gas from the leased premises. In addition, if oil and/or gas should be produced in commercial quantities within 1,000 feet of the leased premises, or in any case where the leased premises is being drained by production of oil or gas, the Lessee, sublessee, receiver or other agent in control of the leased premises shall in good faith begin the drilling of a well or wells upon the leased premises within 100 days after the draining well or wells or the well or wells completed within 1,000 feet of the leased premises start producing in commercial quantities and shall prosecute such drilling with diligence. Failure to satisfy the statutory offset obligation may subject this lease and the owner of the soil's agency rights to forfeiture. Only upon the determination of the Commissioner of the General Land Office and with his written approval may the payment of compensatory royalty under applicable statutory parameters satisfy the obligation to drill an offset well or wells required under this paragraph.
- 18. FORCE MAJEURE. If, after a good faith effort, Lessee is prevented from complying with any express or implied covenant of this lease, from conducting drilling operations on the leased premises, or from producing oil or gas from the leased premises by reason of war, rebellion, riots, strikes, acts of God, or any valid order, rule or regulation of government authority, then while so prevented, Lessee's obligation to comply with such covenant shall be suspended and Lessee shall not be liable for damages for failure to comply with such covenants; additionally, this lease shall be extended while Lessee is prevented, by any such cause, from conducting drilling and reworking operations or from producing oil or gas from the leased premises. However, nothing in this paragraph shall suspend the payment of delay rentals in order to maintain this lease in effect during the primary term in the absence of such drilling or reworking operations or production of oil or gas.

- 19. WARRANTY CLAUSE. The owner of the soil warrants and agrees to defend title to the leased premises. If the owner of the soil defaults in payments owed on the leased premises, then Lessee may redeem the rights of the owner of the soil in the leased premises by paying any mortgage, taxes or other liens on the leased premises. If Lessee makes payments on behalf of the owner of the soil under this paragraph, Lessee may recover the cost of these payments from the rental and royalties due the owner of the soil.
- 20. (A) PROPORTIONATE REDUCTION CLAUSE. If the owner of the soil owns less than the entire undivided surface estate in the above described land, whether or not Lessee's interest is specified herein, then the royalties and rental herein provided to be paid to the owner of the soil shall be paid to him in the proportion which his interest bears to the entire undivided surface estate and the royalties and rental herein provided to be paid to the Commissioner of the General Land Office of the State of Texas shall be likewise proportionately reduced. However, before Lessee adjusts the royalty or rental due to the Commissioner of the General Land Office, Lessee or his authorized representative must submit to the Commissioner of the General Land Office a written statement which explains the discrepancy between the interest purportedly leased under this lease and the actual interest owned by the owner of the soil. The Commissioner of the General Land Office shall be paid the value of the whole production allocable to any undivided interest not covered by a lease, less the proportionate development and production cost allocable to such undivided interest. However, in no event shall the Commissioner of the General Land Office receive as a royalty on the gross production allocable to the undivided interest not leased an amount less than the value of one-sixteenth (1/16) of such gross production.
- (B) REDUCTION OF PAYMENTS. If, during the primary term, a portion of the land covered by this lease is included within the boundaries of a pooled unit that has been approved by the School Land Board and the owner of the soil in accordance with Natural Resources Code Sections 52.151-52.154, or if at any time after the expiration of the primary term or the extended term, this lease covers a lesser number of acres than the total amount described herein, payments that are made on a per acre basis hereunder shall be reduced according to the number of acres pooled, released, surrendered, or otherwise severed, so that payments determined on a per acre basis under the terms of this lease during the primary term shall be calculated based upon the number of acres outside the boundaries of a pooled unit, or, if after the expiration of the primary term, the number of acres actually retained and covered by this lease.
- 21. USE OF WATER. Lessee shall have the right to use water produced on said land necessary for operations under this lease except water from wells or tanks of the owner of the soil; provided, however, Lessee shall not use potable water or water suitable for livestock or irrigation purposes for watertlood operations without the prior consent of the owner of the soil.
- 22. AUTHORIZED DAMAGES. Lessee shall pay the owner of the soil for damages caused by its operations to all personal property, improvements, livestock and crops on said land.
 - 23. PIPELINE DEPTH. When requested by the owner of the soil, Lessee shall bury its pipelines below plow depth.
- 24. WELL LOCATION LIMIT. No well shall be drilled nearer than two hundred (200) feet to any house or barn now on said premises without the written consent of the owner of the soil.
- POLLUTION. In developing this area, Lessee shall use the highest degree of care and all proper safeguards to prevent pollution. Without limiting the foregoing, pollution of coastal wetlands, natural waterways, rivers and impounded water shall be prevented by the use of containment facilities sufficient to prevent spillage, seepage or ground water contamination. In the event of pollution, Lessee shall use all means at its disposal to recapture all escaped hydrocarbons or other pollutant and shall be responsible for all damage to public and private properties. Lessee shall build and maintain fences around its slush, sump, and drainage pits and tank batteries so as to protect livestock against loss, damage or injury; and upon completion or abandonment of any well or wells, Lessee shall fill and level all slush pits and cellars and completely clean up the drilling site of all rubbish thereon. Lessee shall, while conducting operations on the leased premises, keep said premises free of all rubbish, cans, bottles, paper cups or garbage, and upon completion of operations shall restore the surface of the land to as near its original condition and contours as is practicable. Tanks and equipment will be kept painted and presentable.
- 26. REMOVAL OF EQUIPMENT. Subject to limitations in this paragraph, Lessee shall have the right to remove machinery and fixtures placed by Lessee on the leased premises, including the right to draw and remove casing, within one hundred twenty (120) days after the expiration or the termination of this lease unless the owner of the soil grants Lessee an extension of this 120-day period. However, Lessee may not remove casing from any well capable of producing oil and gas in paying quantities. Additionally, Lessee may not draw and remove casing until after thirty (30) days written notice to the Commissioner of the General Land Office and to the owner of the soil. The owner of the soil shall become the owner of any machinery, fixtures, or casing which are not timely removed by Lessee under the terms of this paragraph.
- 27. (A) ASSIGNMENTS. Under the conditions contained in this paragraph and Paragraph 29 of this lease, the rights and estates of either party to this lease may be assigned, in whole or in part, and the provisions of this lease shall extend to and be binding upon their heirs, devisees, legal representatives, successors and assigns. However, a change or division in ownership of the land, rentals, or royalties will not enlarge the obligations of Lessee, diminish the rights, privileges and estates of Lessee, impair the effectiveness of any payment made by Lessee or impair the effectiveness of any act performed by Lessee. And no change or division in ownership of the land, rentals, or royalties shall bind Lessee for any purpose until thirty (30) days after the owner of the soil (or his heirs, devisees, legal representatives or assigns) furnishes the Lessee with satisfactory written evidence of the change in ownership, including the original recorded muniments of title (or a certified copy of such original) when the ownership changed because of a conveyance. A total or partial assignment of this lease shall, to the extent of the interest assigned, relieve and discharge Lessee of all subsequent obligations under this lease. If this lease is assigned in its entirety as to only part of the acreage, the right and option to pay rentals shall be apportioned as between the several owners ratably, according to the area of each, and failure by one or more of them to

pay his share of the rental shall not affect this lease on the part of the land upon which pro rata rentals are timely paid or tendered; however, if the assignor or assignee does not file a certified copy of such assignment in the General Land Office before the next rental paying date, the entire lease shall terminate for failure to pay the entire rental due under Paragraph 3. Every assignee shall succeed to all rights and be subject to all obligations, liabilities, and penalties owed to the State by the original lessee or any prior assignee of the lease, including any liabilities to the State for unpaid royalties.

- (B) ASSIGNMENT LIMITATION. Notwithstanding any provision in Paragraph 27(a), if the owner of the soil acquires this lease in whole or in part by assignment without the prior written approval of the Commissioner of the General Land Office, this lease is void as of the time of assignment and the agency power of the owner may be forfeited by the Commissioner. An assignment will be treated as if it were made to the owner of the soil if the assignee is:
 - (1) a nominee of the owner of the soil;
 - (2) a corporation or subsidiary in which the owner of the soil is a principal stockholder or is an employee of such a corporation or subsidiary;
 - (3) a partnership in which the owner of the soil is a partner or is an employee of such a partnership;
 - (4) a principal stockholder or employee of the corporation which is the owner of the soil;
 - (5) a partner or employee in a partnership which is the owner of the soil;
 - (6) a fiduciary for the owner of the soil; including but not limited to a guardian, trustee, executor, administrator, receiver, or conservator for the owner of the soil; or
 - (7) a family member of the owner of the soil or related to the owner of the soil by marriage, blood, or adoption.
- 28. RELEASES. Under the conditions contained in this paragraph and Paragraph 29, Lessee may at any time execute and deliver to the owner of the soil and place of record a release or releases covering any portion or portions of the leased premises, and thereby surrender this lease as to such portion or portions, and be relieved of all subsequent obligations as to acreage surrendered. If any part of this lease is properly surrendered, the delay rental due under this lease shall be reduced by the proportion that the surrendered acreage bears to the acreage which was covered by this lease immediately prior to such surrender; however, such release will not relieve Lessee of any liabilities which may have accrued under this lease prior to the surrender of such acreage.
- 29. FILING OF ASSIGNMENTS AND RELEASES. If all or any part of this lease is assigned or released, such assignment or release must be recorded in the county where the land is situated, and the recorded instrument, or a copy of the recorded instrument certified by the County Clerk of the county in which the instrument is recorded, must be filed in the General Land Office within 90 days of the last execution date accompanied by the prescribed filing fee. If any such assignment is not so filed, the rights acquired under this lease shall be subject to forfeiture at the option of the Commissioner of the General Land Office.
- 30. DISCLOSURE CLAUSE. All provisions pertaining to the lease of the above-described land have been included in this instrument, including the statement of the true consideration to be paid for the execution of this lease and the rights and duties of the parties. Any collateral agreements concerning the development of oil and gas from the leased premises which are not contained in this lease invalid.
- 31. FIDUCIARY DUTY. The owner of the soil owes the State a fiduciary duty and must fully disclose any facts affecting the State's interest in the leased premises. When the interests of the owner of the soil conflict with those of the State, the owner of the soil is obligated to put the State's interests before his personal interests.
- 32. FORFEITURE. If Lessee shall fail or refuse to make the payment of any sum within thirty days after it becomes due, or if Lessee or an authorized agent should knowingly make any false return or false report concerning production or drilling, or if Lessee shall fail or refuse to drill any offset well or wells in good faith as required by law and the rules and regulations adopted by the Commissioner of the General Land Office, or if Lessee should fail to file reports in the manner required by law or fail to comply with rules and regulations promulgated by the General Land Office, the School Land Board, or the Railroad Commission, or if Lessee should refuse the proper authority access to the records pertaining to operations, or if Lessee or an authorized agent should knowingly fail or refuse to give correct information to the proper authority, or knowingly fail or refuse to furnish the General Land Office a correct log of any well, or if Lessee shall knowingly violate any of the material provisions of this lease, or if this lease is assigned and the assignment is not filed in the General Land Office as required by law, the rights acquired under this lease shall be subject to forfeiture by the Commissioner, and he shall forfeit same when sufficiently informed of the facts which authorize a forfeiture, and when forfeited the area shall again be subject to lease under the terms of the Relinquishment Act. However, nothing herein shall be construed as waiving the automatic termination of this lease by operation of law or by reason of any special limitation arising hereunder. Forfeitures may be set aside and this lease and all rights thereunder reinstated before the rights of another intervene upon satisfactory evidence to the Commissioner of the General Land Office of future compliance with the provisions of the law and of this lease and the rules and regulations that may be adopted relative hereto.
- 33. LIEN. In accordance with Texas Natural Resources Code 52.136, the State shall have a first lien upon all oil and gas produced from the area covered by this lease to secure payment of all unpaid royalty and other sums of money that may become due under this lease. By acceptance of this lease, Lessee grants the State, in addition to the lien provided by Texas Natural Resources Code 52.136 and any other applicable statutory lien, an express contractual lien on and security interest in all leased minerals in and extracted from the leased premises, all proceeds which may accrue to Lessee from the sale of such leased minerals, whether such proceeds are held by Lessee or by a third party, and all fixtures on and improvements to the leased premises used in connection with the production or processing of such leased minerals in order to secure the payment of all royalties or other amounts due or to become due under this lease and to secure payment of any damages or loss that Lessor may suffer by reason of Lessee's breach of any covenant or condition of this lease, whether express or implied. This lien and security interest may be foreclosed with or without court

proceedings in the manner provided in the Title I, Chapter 9 of the Texas Business and Commerce Code. Lessee agrees that the Commissioner may require Lessee to execute and record such instruments as may be reasonably necessary to acknowledge, attach or perfect this lien. Lessee hereby represents that there are no prior or superior liens arising from and relating to Lessee's activities upon the above-described property or from Lessee's acquisition of this lease. Should the Commissioner at any time determine that this representation is not true, then the Commissioner may declare this lease forfeited as provided herein.

- 34. POOLING. Lessee is hereby granted the right to pool or unitize the royalty interest of the owner of the soil under this lease with any other leasehold or mineral interest for the exploration, development and production of oil or gas or either of them upon the same terms as shall be approved by the School Land Board and the Commissioner of the General Land Office for the pooling or unitizing of the interest of the State under this lease pursuant to Texas Natural Resources Code 52.151-52.153. The owner of the soil agrees that the inclusion of this provision in this lease satisfies the execution requirements stated in Texas Natural Resources Code 52.152.
- INDEMNITY. Lessee hereby releases and discharges the State of Texas and the owner of the soil, their officers, employees, partners, agents, contractors, subcontractors, guests, invitees, and their respective successors and assigns, of and from all and any actions and causes of action of every nature, or other harm, including environmental harm, for which recovery of damages is sought, including, but not limited to, all losses and expenses which are caused by the activities of Lessee, its officers, employees, and agents arising out of, incidental to, or resulting from, the operations of or for Lessee on the leased premises hereunder, or that may arise out of or be occasioned by Lessee's breach of any of the terms or provisions of this Agreement, or by any other negligent or strictly liable act or omission of Lessee. Further, Lessee hereby agrees to be liable for, exonerate, indemnify, defend and hold harmless the State of Texas and the owner of the soil, their officers, employees and agents, their successors or assigns, against any and all claims, liabilities, losses, damages, actions, personal injury (including death), costs and expenses, or other harm for which recovery of damages is sought, under any theory including tort, contract, or strict liability, including attorneys' fees and other legal expenses, including those related to environmental hazards, on the leased premises or in any way related to Lessee's failure to comply with any and all environmental laws; those arising from or in any way related to Lessee's operations or any other of Lessee's activities on the leased premises; those arising from Lessee's use of the surface of the leased premises; and those that may arise out of or be occasioned by Lessee's breach of any of the terms or provisions of this Agreement or any other act or omission of Lessee, its directors, officers, employees, partners, agents, contractors, subcontractors, guests, invitees, and their respective successors and assigns. Each assignee of this Agreement, or an interest therein, agrees to be liable for, exonerate, indemnify, defend and hold harmless the State of Texas and the owner of the soil, their officers, employees, and agents in the same manner provided above in connection with the activities of Lessee, its officers, employees, and agents as described above. EXCEPT AS OTHERWISE EXPRESSLY LIMITED HEREIN, ALL OF THE INDEMNITY OBLIGATIONS AND/OR LIABILITIES ASSUMED UNDER THE TERMS OF THIS AGREEMENT SHALL BE WITHOUT LIMITS AND WITHOUT REGARD TO THE CAUSE OR CAUSES THEREOF (EXCLUDING PRE-EXISTING CONDITIONS), STRICT LIABILITY, OR THE NEGLIGENCE OF ANY PARTY OR PARTIES (INCLUDING THE NEGLIGENCE OF THE INDENINIFIED PARTY), WHETHER SUCH NEGLIGENCE BE SOLE, JOINT, CONCURRENT, ACTIVE, OR PASSIVE.
- ENVIRONMENTAL HAZARDS. Lessee shall use the highest degree of care and all reasonable safeguards to prevent contamination or pollution of any environmental medium, including soil, surface waters, groundwater, sediments, and surface or subsurface strata, ambient air or any other environmental medium in, on, or under the leased premises, by any waste, pollutant, or contaminant. Lessee shall not bring or permit to remain on the leased premises any asbestos containing materials, explosives, toxic materials, or substances regulated as hazardous wastes, hazardous materials, hazardous substances (as the term "Hazardous Substance" is defined in the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA), 42 U.S.C. Sections 9601, et seq.), or toxic substances under any federal, state, or local law or regulation ("Hazardous Materials"), except ordinary products commonly used in connection with oil and gas exploration and development operations and stored in the usual manner and quantities. LESSEE'S VIOLATION OF THE FOREGOING PROHIBITION SHALL CONSTITUTE A MATERIAL BREACH AND DEFAULT HEREUNDER AND LESSEE SHALL INDEMNIFY, HOLD HARMLESS AND DEFEND THE STATE OF TEXAS AND THE OWNER OF THE SOIL FROM AND AGAINST ANY CLAIMS, DAMAGES, JUDGMENTS, PENALTIES, LIABILITIES, AND COSTS (INCLUDING REASONABLE ATTORNEYS' FEES AND COURT COSTS) CAUSED BY OR ARISING OUT OF (I) A VIOLATION OF THE FOREGOING PROHIBITION OR (II) THE PRESENCE, RELEASE, OR DISPOSAL OF ANY HAZARDOUS MATERIALS ON, UNDER, OR ABOUT THE LÉASED PREMISES DURING LESSEE'S OCCUPANCY OR CONTROL OF THE LEASED PREMISES. LESSEE SHALL CLEAN UP, REMOVE, REMEDY AND REPAIR ANY SOIL OR GROUND WATER CONTAMINATION AND DAMAGE CAUSED BY THE PRESENCE OR RELEASE OF ANY HAZARDOUS MATERIALS IN, ON, UNDER, OR ABOUT THE LEASED PREMISES DURING LESSEE'S OCCUPANCY OF THE LEASED PREMISES IN CONFORMANCE WITH THE REQUIREMENTS OF APPLICABLE LAW. THIS INDEMNIFICATION AND ASSUMPTION SHALL APPLY, BUT IS NOT LIMITED TO, LIABILITY FOR RESPONSE ACTIONS UNDERTAKEN PURSUANT TO CERCLA OR ANY OTHER ENVIRONMENTAL LAW OR REGULATION. LESSEE SHALL IMMEDIATELY GIVE THE STATE OF TEXAS AND THE OWNER OF THE SOIL WRITTEN NOTICE OF ANY BREACH OR SUSPECTED BREACH OF THIS PARAGRAPH, UPON LEARNING OF THE PRESENCE OF ANY HAZARDOUS MATERIALS, OR UPON RECEIVING A NOTICE FROM ANY GOVERNMENTAL AGENCY PERTAINING TO HAZARDOUS MATERIALS WHICH MAY THE OBLIGATIONS OF LESSEE HEREUNDER SHALL SURVIVE THE AFFECT THE LEASED PREMISES. EXPIRATION OR EARLIER TERMINATION, FOR ANY REASON, OF THIS AGREEMENT.
- 37. APPLICABLE LAW. This lease is issued under the provisions of Texas Natural Resources Code 52.171 through 52.190, commonly known as the Relinquishment Act, and other applicable statutes and amendments thereto, and if any provision in this lease does not conform to these statutes, the statutes will prevail over any nonconforming lease provisions.

- 38. EXECUTION. This oil and gas lease must be signed and acknowledged by the Lessee before it is filed of record in the county records and in the General Land Office of the State of Texas. Once the filing requirements found in Paragraph 39 of this lease have been satisfied, the effective date of this lease shall be the date found on Page 1.
- 39. LEASE FILING. Pursuant to Chapter 9 of the Texas Business and Commerce Code, this lease must be filed of record in the office of the County Clerk in any county in which all or any part of the leased premises is located, and certified copies thereof must be filed in the General Land Office. This lease is not effective until a certified copy of this lease (which is made and certified by the County Clerk from his records) is filed in the General Land Office in accordance with Texas Natural Resources Code 52.183. Additionally, this lease shall not be binding upon the State unless it recites the actual and true consideration paid or promised for execution of this lease. The bonus due the State and the prescribed filing fee shall accompany such certified copy to the General Land Office.

Land Office.	esertion thing for shall accompany such certified copy to the General
40. See attached Exhibit "A" for additional provide	sions.
LEGEND NATURAL GAS	S IV, LP
Cail Winholey	
Carl Wimberley, Vice Pres	sident
STATE OF TEXAS	STATE OF TEXAS
BY: Walle & Cordan Individually and as agent for the State of Texas Michelle E. Jordan, dealing in her sole and separate property	BY:
DATE: 9.7.10	DATE:
STATE OF TEXAS	(CORPORATE ACKNOWLEDGMENT)
COUNTY OF HARRIS	
is subscribed to the foregoing instrument, as Vice President of Leg	ppeared <u>Carl Wimberley</u> known to me to be the person whose name end Natural Gas IV, LP, a Delaware limited partnership , and acknowledged to expressed, in the capacity stated, and as the act and deed of said partnership.
Given under my hand and seal of office this the 8 + da	y of September, 2010.
Given under my hand and seal of office this the 8 the day MELODY A. LANIER Notary Public, State of Texas My Commission Expires	Notary Public in and for the State of TEXAS

STATE OF TEXAS

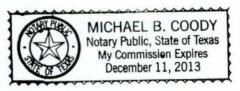
(INDIVIDUAL ACKNOWLEDGMENT)

COUNTY OF Tarrant

Before me, the undersigned authority, on this day personally appeared <u>Michelle E. Jordan, dealing in her sole and separate property</u> known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that they executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this the 2nd day of September, 2010.

Notary Public in and for the State of TEXAS



March 27, 2013

EXHIBIT "A"

ATTACHED TO AND MADE PART OF THAT CERTAIN OIL AND GAS LEASE
DATED SEPTEMBER 1, 2010, BY AND BETWEEN THE STATE OF TEXAS, ACTING BY AND
THROUGH ITS AGENT, MICHELLE E. JORDAN, AS LESSOR, AND
LEGEND NATURAL GAS IV, LP, AS LESSEE

- 1. If, at the expiration of the primary term, this lease is being maintained in force under any provision of the lease, or within 180 days prior to the expiration of the primary term Lessee has completed a well as a dry hole or commenced a well on the leased premises or lands pooled therewith, or Lessee is then engaged in operations on the leased premises or lands pooled therewith, Lessee agrees to begin a continuous drilling program within 180 days after the end of the primary term or within 180 days after completion of such well or the cessation of such operations, whichever is the later date; and thereafter to carry on the continuous drilling program on the leased premises or lands pooled therewith until all proration units have been drilled, allowing not more than 180 days to elapse between the completion of one well and the commencement of the succeeding well. Should Lessee fail to begin the continuous drilling program or subsequently default in the performance thereof, then in either event, this lease shall terminate as to all lands covered hereby, save and except for the proration unit surrounding each well then producing, capable of producing or upon which operations are being conducted, limited, respectively, to those depths from the surface down to the stratigraphic equivalent of the depth 100 feet below the total depth drilled in any such proration unit. As used in this paragraph: i) the term "commission" means the Railroad Commission of the State of Texas or any successor agency, ii) the term "proration unit" means any acreage designated as a drilling unit or production unit in accordance with the rules of the commission (or any other governmental authority having jurisdiction) or any unit formed by pooling as provided in this lease or otherwise, iii) the terms "commenced" and "commencement" mean the date when a well is spudded, and iv) the terms "completed" and "completion" mean the date the initial potential test report is filed with the commission, if a productive well, or the date the plugging report is filed with the commission, if a dry hole, in either event no later than 60 days after the drilling rig has been released. Notwithstanding the partial termination of this lease, Lessee shall continue to have the rights of ingress and egress across all of the leased premises to and from lands that remain subject to this lease, or lands pooled therewith, for the purposes described in paragraph 1 hereof, together with easements and rights of way for roads, pipelines, flowlines and other facilities on or across all of the leased premises for the exploration, development, production, gathering or transportation of oil, gas and other products from the lands still subject to this lease or lands pooled therewith. The sole liability or penalty for the failure of Lessee to drill any well or wells required or permitted by this lease shall be the termination or partial termination of Lessee's rights under the lease as provided above. Once Continuous Drilling has ceased each proration unit will be treated as a separate lease.
- 2. Notwithstanding anything to the contrary contained in Paragraph Three (3) of this Lease, for all purposes this lease shall be a fully Paid-Up Oil & Gas Lease for the first three years. Delay Rentals have been paid in full with the Bonus Consideration tendered herein. Delay Rental payment was based on a \$1.00 per net mineral acre per year for Two (2) Years. Concluding a \$2.00 per acre Pd-Up Rental Payment was made in advance for the Two (2) Year Period on the net mineral acres indicated in this Lease.
- 3. PAYMENTS OF MINIMUM ROYALTY AND SHUT-IN ROYALTY. Paragraph 5 (minimum Royalty) and Paragraph 14 (Shut in Royalty) contains a reference to a computation based upon the delay rental amount specified in Paragraph 3. However, notwithstanding anything contained herein to the contrary, the undersigned do hereby recognize, acknowledge and agree that i) all minimum royalty payments due pursuant to Paragraph 5 shall be calculated on the basis of the delay rental amount being one dollar (\$1.00) per acre, and ii) all shut-in royalty payments due pursuant to Paragraph 14 shall be calculated on the basis of double the annual rental amount of one dollar (\$1.00) per acre (being two dollars (\$2.00) per acre), but not less than \$1200.00 a year for each well capable of producing oil and gas in paying quantities.
- 4. The rentals for the 1st anniversary date and for the 2nd anniversary date have been pre-paid with the bonus for this lease and no additional payments for the 1st anniversary date and for the 2nd anniversary date are due and payable. The total payment to the State and to the owner of the soil is \$752.00 per acre. The state and the owner of the soil have split the total payment of \$752.00 per acre equally.

If delay rentals are paid on or before the 3rd anniversary date, the total rental paid shall be \$208,672.86.

Said payment will include a pre-payment for the delay rentals for the 4th anniversary date.

Payments shall be made as follows: To the owner of the soil: \$104,336.43 To the State of Texas: \$104,336.43

	Lease E
Date Filed	

THE STATE OF TEXAS

COUNTY OF CULBERSON I, Linda McDonald, Clerk of the County Court in and for said County and State, do hereby certify that the foregoing is a true and correct copy of Olio Cost Lass Lass Lass Lated Solve And Cost County of Itled for record in my office this 15 day of Cast To be recorded in the Olio 4 Cost Records of Culberson County Texas.

TO CERTIFY WHICH, Witness my hand and seal at Van Horn this 15 day of Solve County Texas.

LINDA McDONALD, COUNTY CLERI
CULBERSON COUNTY, TEXAS

General Land Office Relinquishment Act Lease Form Revised, September 1997 MF 11 18 69 6'

Raid of 2 2 18 18

thyr Rental # 65978

OIL AND GAS LEASE

through its agent, McCAMEY FARM Dallas, Texas 75360-0350	& KANCH, L.F.	of P.O. Box 600350, said agent
Danas, Texas 75300-0550	(Give Perman	
1	71 (- 1-41	
herein referred to as the owner of the so	of), and LEGEND NATURAL GAS IV, LP 410 W. Grand Parkway South, Suite 400
		Katy, Texas 77494
	(Give Per	manent Address)
hereinafter called Lessee.		
to be paid, kept and performed by Les grants, leases and lets unto Lessee, for t lines, building tanks, storing oil and building tanks, storing oil and building tanks.	see under this lease, the the sole and only purpose ilding power Stations, to	tion of the amounts stated below and of the covenants and agreements e State of Texas acting by and through the owner of the soil, hereby the of prospecting and drilling for and producing oil and gas, laying pipe telephone lines and other Structures thereon, to produce, save, take care ands situated in Culberson County, State of Texas, to-wit:
		Block 55, Public School Land Survey Section 1: NW/4, N/2 SW/4 & SW/4 SW/4
Containing 4.445.70 acres, more or less	. The bonus consideration	on paid for this lease is as follows:
	Two Hundred Sevelars (\$_278,597.20	enty-eight Thousand Five Hundred Ninety-seven and 20/100
	oil: <u>Two Hundred Seve</u> lars (\$ <u>278,597.20</u>)	enty-eight Thousand Five Hundred Ninety-seven and 20/100
	ation: Five Hundred Fift lars (\$_557,194.40)	y-seven Thousand One Hundred Ninety-four and 40/100
		Seven Hundred Fifty-two and No/100 per acre, on 740.95 net acres.
(herein called primary term") and as lor	ng thereafter as oil and ed in paying quantities"	s lease, this lease shall be for a term of <u>Five (5) years</u> from this date gas, or either of them, is produced in paying quantities from said land. means that the receipts from the sale or other authorized commercial expenses for the six months last past.
lease shall terminate, unless on or before Pay direct to Lessor at the above address continue as the depository regardless of pay or tender to the COMMISSIONER like sum on or before said date. Payme	e such anniversary date s Bank, at f changes in the ownersl OF THE GENERAL L nts under this paragraph	Lessee shall pay or tender to the owner of the soil or to his credit in the owner of the soil or to his credit in the one of the soil or to his credit in the owner of the soil or to his credit in the owner of the soil or to his credit in the owner of the soil or to his credit in the hip of said land), the amount specified below; in addition, Lessee shall AND OFFICE OF THE STATE OF TEXAS, AT AUSTIN, TEXAS, and shall operate as a rental and shall cover the privilege of deferring the tents under this paragraph shall be in the following amounts:
Dol	lars (\$)	and 4 of the attached Exhibit "A" for amended Delay Rental Provision
Dol	lars (\$)	4 of the attached Exhibit "A" for amended Delay Rental Provision tached Exhibit "A" for amended Delay Rental Provision
	lars (\$)	
		WITH TERMIS THE SEAL OF THE COUNTY CLERK

-1-

In a like manner and upon like payments or tenders annually, the commencement of a well may be further deferred for successive periods of one (1) year each during the primary term. All payments or tenders of rental to the owner of the soil may be made by check or sight draft of Lessee, or any assignee of this lease, and may be delivered on or before the rental paying date. If the bank designated in this paragraph (or its successor bank) should cease to exist, suspend business, liquidate, fail or be succeeded by another bank, or for any reason fail or refuse to accept rental, Lessee shall not be held in default for failure to make such payments or tenders of rental until thirty (30) days after the owner of the soil shall deliver to Lessee a proper recordable instrument naming another bank as agent to receive such payments or tenders.

- 4. PRODUCTION ROYALTIES Upon production of oil and/or gas, Lessee agrees to pay or cause to be paid one-half (1/2) of the royalty provided for in this lease to the Commissioner of the General Land Office of the State of Texas, at Austin, Texas, and one-half (1/2) of such royalty to the owner of the soil:
- (A) OIL. Royalty payable on oil, which is defined as including all hydrocarbons produced in a liquid form at the mouth of the well and also as all condensate, distillate, and other liquid hydrocarbons recovered from oil or gas run through a separator or other equipment, as hereinafter provided, shall be 1/4th part of the gross production or the market value thereof, at the option of the owner of the soil or the Commissioner of the General Land Office, such value to be determined by 1) the highest posted price, plus premium, if any, offered or paid for oil, condensate, distillate, or other liquid hydrocarbons, respectively, of a like type and gravity in the general area where produced and when run, or 2) the highest market price thereof offered or paid in the general area where produced and when run, or 3) the gross proceeds of the sale thereof, whichever is the greater. Lessee agrees that before any gas produced from the leased premises is sold, used or processed in a plant, it will be run free of cost to the royalty owners through an adequate oil and gas separator of conventional type, or other equipment at least as efficient, so that all liquid hydrocarbons recoverable from the gas by such means will be recovered. The requirement that such gas be run through a separator or other equipment may be waived in writing by the royalty owners upon such terms and conditions as they prescribe.
- (B) NON PROCESSED GAS. Royalty on any gas (including flared gas), which is defined as all hydrocarbons and gaseous substances not defined as oil in subparagraph (A) above, produced from any well on said land (except as provided herein with respect to gas processed in a plant for the extraction of gasoline, liquid hydrocarbons or other products) shall be 1/4th part of the gross production or the market value thereof, at the option of the owner of the soil or the Commissioner of the General Land Office, such value to be based on the highest market price paid or offered for gas of comparable quality in the general area where produced and when run, or the gross price paid or offered to the producer, whichever is the greater; provided that the maximum pressure base in measuring the gas under this lease shall not at any time exceed 14.65 pounds per square inch absolute, and the standard base temperature shall be sixty (60) degrees Fahrenheit, correction to be made for pressure according to Boyle's Law, and for specific gravity according to tests made by the Balance Method or by the most approved method of testing being used by the industry at the time of testing.
- (C) PROCESSED GAS. Royalty on any gas processed in a gasoline plant or other plant for the recovery of gasoline or other liquid hydrocarbons shall be 1/4th part of the residue gas and the liquid hydrocarbons extracted or the market value thereof, at the option of the owner of the soil or the Commissioner of the General Land Office. All royalties due herein shall be based on one hundred percent (100%) of the total plant production of residue gas attributable to gas produced from this lease, and on fifty percent (50%), or that percent accruing to Lessee, whichever is the greater, of the total plant production of liquid hydrocarbons attributable to the gas produced from this lease; provided that if liquid hydrocarbons are recovered from gas processed in a plant in which Lessee (or its parent, subsidiary or affiliate) owns an interest, then the percentage applicable to liquid hydrocarbons shall be fifty percent (50%) or the highest percent accruing to a third party processing gas through such plant under a processing agreement negotiated at arm's length (or if there is no such third party, the highest percent then being specified in processing agreements or contracts in the industry), whichever is the greater. The respective royalties on residue gas and on liquid hydrocarbons shall be determined by 1) the highest market price paid or offered for any gas (or liquid hydrocarbons) of comparable quality in the general area, or 2) the gross price paid or offered for such residue gas (or the weighted average gross selling price for the respective grades of liquid hydrocarbons), whichever is the greater. In no event, however, shall the royalties payable under this paragraph be less than the royalties which would have been due had the gas not been processed.
- (D) OTHER PRODUCTS. Royalty on carbon black, sulphur or any other products produced or manufactured from gas (excepting liquid hydrocarbons) whether said gas be casinghead, "dry," or any other gas, by fractionating, burning or any other processing shall be 1/4th part of the gross production of such products, or the market value thereof, at the option of the owner of the soil or the Commissioner of the General Land Office, such market value to be determined as follows: 1) on the basis of the highest market price of each product for the same month in which such product is produced, or 2) on the basis of the average gross sale price of each product for the same month in which such products are produced; whichever is the greater.
- 5. MINIMUM ROYALTY. During any year after the expiration of the primary term of this lease, if this lease is maintained by production, the royalties paid under this lease in no event shall be less than an amount equal to the total annual delay rental herein provided; otherwise, there shall be due and payable on or before the last day of the month succeeding the anniversary date of this lease a sum equal to the total annual rental less the amount of royalties paid during the preceding year. If Paragraph 3 of this lease does not specify a delay rental amount, then for the purposes of this paragraph, the delay rental amount shall be one dollar (\$1.00) per acre.

- 6. ROYALTY IN KIND. Notwithstanding any other provision in this lease, at any time or from time to time, the owner of the soil or the Commissioner of the General Land Office may, at the option of either, upon not less than sixty (60) days notice to the holder of the lease, require that the payment of any royalties accruing to such royalty owner under this lease be made in kind. The owner of the soil's or the Commissioner of the General Land Office's right to take its royalty in kind shall not diminish or negate the owner of the soil's or the Commissioner of the General Land Office's rights or Lessee's obligations, whether express or implied, under this lease.
- 7. NO DEDUCTIONS. Lessee agrees that all royalties accruing under this lease (including those paid in kind) shall be without deduction for the cost of producing, gathering, storing, separating, treating, dehydrating, compressing, processing, transporting, and otherwise making the oil, gas and other products hereunder ready for sale or use. Lessee agrees to compute and pay royalties on the gross value received, including any reimbursements for severance taxes and production related costs.
- 8. PLANT FUEL AND RECYCLED GAS. No royalty shall be payable on any gas as may represent this lease's proportionate share of any fuel used to process gas produced hereunder in any processing plant. Notwithstanding any other provision of this lease, and subject to the written consent of the owner of the soil and the Commissioner of the General Land Office, Lessee may recycle gas for gas lift purposes on the leased premises or for injection into any oil or gas producing formation underlying the leased premises after the liquid hydrocarbons contained in the gas have been removed; no royalties shall be payable on the recycled gas until it is produced and sold or used by Lessee in a manner which entitles the royalty owners to a royalty under this lease.
- 9. ROYALTY PAYMENTS AND REPORTS. All royalties not taken in kind shall be paid to the Commissioner of the General Land Office at Austin, Texas, in the following manner:

Payment of royalty on production of oil and gas shall be as provided in the rules set forth in the Texas Register. Rules currently provide that royalty on oil is due and must be received in the General Land Office on or before the 5th day of the second month succeeding the month of production, and royalty on gas is due and must be received in the General Land Office on or before the 15th day of the second month succeeding the month of production, accompanied by the affidavit of the owner, manager or other authorized agent, completed in the form and manner prescribed by the General Land Office and showing the gross amount and disposition of all oil and gas produced and the market value of the oil and gas, together with a copy of all documents, records or reports confirming the gross production, disposition and market value including gas meter readings, pipeline receipts, gas line receipts and other checks or memoranda of amount produced and put into pipelines, tanks, or pools and gas lines or gas storage, and any other reports or records which the General Land Office may require to verify the gross production, disposition and market value. In all cases the authority of a manager or agent to act for the Lessee herein must be filed in the General Land Office. Each royalty payment shall be accompanied by a check stub, schedule, summary or other remittance advice showing by the assigned General Land Office lease number the amount of royalty being paid on each lease. If Lessee pays his royalty on or before thirty (30) days after the royalty payment was due, then · Lessee owes a penalty of 5% on the royalty or \$25.00, whichever is greater. A royalty payment which is over thirty (30) days late • shall accrue a penalty of 10% of the royalty due or \$25.00 whichever is greater. In addition to a penalty, royalties shall accrue interest at a rate of 12% per year, such interest will begin accruing when the royalty is sixty (60) days overdue. Affidavits and supporting documents which are not filed when due shall incur a penalty in an amount set by the General Land Office administrative rule which is effective on the date when the affidavits or supporting documents were due. The Lessee shall bear all responsibility for paying or causing royalties to be paid as prescribed by the due date provided herein. Payment of the delinquency penalty shall in no way operate to prohibit the State's right of forfeiture as provided by law nor act to postpone the date on which royalties were originally due. The above penalty provisions shall not apply in cases of title dispute as to the State's portion of the royalty or to that portion of the royalty in dispute as to fair market value.

- 10. (A) RESERVES, CONTRACTS AND OTHER RECORDS. Lessee shall annually furnish the Commissioner of the General Land Office with its best possible estimate of oil and gas reserves underlying this lease or allocable to this lease and shall furnish said Commissioner with copies of all contracts under which gas is sold or processed and all subsequent agreements and amendments to such contracts within thirty (30) days after entering into or making such contracts, agreements or amendments. Such contracts and agreements when received by the General Land Office shall be held in confidence by the General Land Office unless otherwise authorized by Lessee. All other contracts and records pertaining to the production, transportation, sale and marketing of the oil and gas produced on said premises, including the books and accounts, receipts and discharges of all wells, tanks, pools, meters, and pipelines shall at all times be subject to inspection and examination by the Commissioner of the General Land Office, the Attorney General, the Governor, or the representative of any of them.
- (B) PERMITS, DRILLING RECORDS. Written notice of all operations on this lease shall be submitted to the Commissioner of the General Land Office by Lessee or operator five (5) days before spud date, workover, re-entry, temporary abandonment or plug and abandonment of any well or wells. Such written notice to the General Land Office shall include copies of Railroad Commission forms for application to drill. Copies of well tests, completion reports and plugging reports shall be supplied to the General Land Office at the time they are filed with the Texas Railroad Commission. All applications, permits, reports or other filings that reference this lease or any specific well on the leased premises and that are submitted to the Texas Railroad Commission or any other governmental agency shall include the word "State" in the title. Additionally, in accordance with Railroad Commission rules, any signage on the leased premises for the purpose of identifying wells, tank batteries or other associated improvements to the land must also include the word "State." Lessee shall supply the General Land Office with any records, memoranda, accounts, reports, cuttings and cores, or other information relative to the operation of the above described premises, which may be requested by the General Land Office, in addition to those herein expressly provided for. Lessee shall have an electrical and/or radioactivity survey made on the bore-hole section, from the base of the surface casing to the total depth of well, of all wells drilled on the above described premises and shall transmit a true copy of the log of each survey on each well to the General Land Office within fifteen (15) days after the making of said survey.

- (C) PENALTIES. Lessee shall incur a penalty whenever reports, documents or other materials are not filed in the General Land Office when due. The penalty for late filing shall be set by the General Land Office administrative rule which is effective on the date when the materials were due in the General Land Office.
- DRY HOLE/CESSATION OF PRODUCTION DURING PRIMARY TERM. If, during the primary term hereof and prior to discovery and production of oil or gas on said land, Lessee should drill a dry hole or holes thereon, or if during the primary term hereof and after the discovery and actual production of oil or gas from the leased premises such production thereof should cease from any cause, this lease shall not terminate if on or before the expiration of sixty (60) days from date of completion of said dry hole or cessation of production Lessee commences additional drilling or reworking operations thereon, or pays or tenders the next annual delay rental in the same manner as provided in this lease. If, during the last year of the primary term or within sixty (60) days prior thereto, a dry hole be completed and abandoned, or the production of oil or gas should cease for any cause, Lessee's rights shall remain in full force and effect without further operations until the expiration of the primary term; and if Lessee has not resumed production in paying quantities at the expiration of the primary term, Lessee may maintain this lease by conducting additional drilling or reworking operations pursuant to Paragraph 13, using the expiration of the primary term as the date of cessation of production under Paragraph 13. Should the first well or any subsequent well drilled on the above described land be completed as a shut-in oil or gas well within the primary term hereof, Lessee may resume payment of the annual rental in the same manner as provided herein on or before the rental paying date following the expiration of sixty (60) days from the date of completion of such shut-in oil or gas well and upon the failure to make such payment, this lease shall ipso facto terminate. If at the expiration of the primary term or any time thereafter a shut-in oil or gas well is located on the leased premises, payments may be made in accordance with the shut-in provisions hereof.
- 12. DRILLING AND REWORKING AT EXPIRATION OF PRIMARY TERM. If, at the expiration of the primary term, neither oil nor gas is being produced on said land, but Lessee is then engaged in drilling or reworking operations thereon, this lease shall remain in force so long as operations on said well or for drilling or reworking of any additional well are prosecuted in good faith and in workmanlike manner without interruptions totaling more than sixty (60) days during any one such operation, and if they result in the production of oil and/or gas, so long thereafter as oil and/or gas is produced in paying quantities from said land, or payment of shut-in oil or gas well royalties or compensatory royalties is made as provided in this lease.
- 13. CESSATION, DRILLING, AND REWORKING. If, after the expiration of the primary term, production of oil or gas from the leased premises, after once obtained, should cease from any cause, this lease shall not terminate if Lessee commences additional drilling or reworking operations within sixty (60) days after such cessation, and this lease shall remain in full force and effect for so long as such operations continue in good faith and in workmanlike manner without interruptions totaling more than sixty (60) days. If such drilling or reworking operations result in the production of oil or gas, the lease shall remain in full force and effect for so long as oil or gas is produced from the leased premises in paying quantities or payment of shut-in oil or gas well royalties or payment of compensatory royalties is made as provided herein or as provided by law. If the drilling or reworking operations result in the completion of a well as a dry hole, the lease will not terminate if the Lessee commences additional drilling or reworking operations within sixty (60) days after the completion of the well as a dry hole, and this lease shall remain in effect so long as Lessee continues drilling or reworking operations in good faith and in a workmanlike manner without interruptions totaling more than sixty (60) days. Lessee shall give written notice to the General Land Office within thirty (30) days of any cessation of production.
 - 14. SHUT-IN ROYALTIES. For purposes of this paragraph, "well" means any well that has been assigned a well number by the state agency having jurisdiction over the production of oil and gas. If, at any time after the expiration of the primary term of a lease that, until being shut in, was being maintained in force and effect, a well capable of producing oil or gas in paying quantities is located on the leased premises, but oil or gas is not being produced for lack of suitable production facilities or lack of a suitable market, then Lessee may pay as a shut-in oil or gas royalty an amount equal to double the annual rental provided in the lease, but not less than \$1,200 a year for each well capable of producing oil or gas in paying quantities. If Paragraph 3 of this lease does not specify a delay rental amount, then for the purposes of this paragraph, the delay rental amount shall be one dollar (\$1.00) per acre. To be effective, each initial shut-in oil or gas royalty must be paid on or before: (1) the expiration of the primary term, (2) 60 days after the Lessee ceases to produce oil or gas from the leased premises, or (3) 60 days after Lessee completes a drilling or reworking operation in accordance with the lease provisions; whichever date is latest. Such payment shall be made one-half (1/2) to the Commissioner of the General Land Office and one-half (1/2) to the owner of the soil. If the shut-in oil or gas royalty is paid, the lease shall be considered to be a producing lease and the payment shall extend the term of the lease for a period of one year from the end of the primary term, or from the first day of the month following the month in which production ceased, and, after that, if no suitable production facilities or suitable market for the oil or gas exists, Lessee may extend the lease for four more successive periods of one (1) year by paying the same amount each year on or before the expiration of each shut-in year.
 - 15. COMPENSATORY ROYALTIES. If, during the period the lease is kept in effect by payment of the shut-in oil or gas royalty, oil or gas is sold and delivered in paying quantities from a well located within one thousand (1,000) feet of the leased premises and completed in the same producing reservoir, or in any case in which drainage is occurring, the right to continue to maintain the lease by paying the shut-in oil or gas royalty shall cease, but the lease shall remain effective for the remainder of the year for which the royalty has been paid. The Lessee may maintain the lease for four more successive years by Lessee paying compensatory royalty at the royalty rate provided in the lease of the market value of production from the well causing the drainage or which is completed in the same producing reservoir and within one thousand (1,000) feet of the leased premises. The compensatory royalty is to be paid monthly, one-half (1/2) to the Commissioner of the General Land Office and one-half (1/2) to the owner of the soil, beginning on or before the last day of the month following the month in which the oil or gas is produced from the well causing the drainage or that is completed in the same producing reservoir and located within one thousand (1,000) feet of the leased premises. If the compensatory royalty paid in any 12-month period is in an amount less than the annual shut-in oil or gas royalty, Lessee shall pay an amount equal to the difference within thirty (30) days from the end of the 12-month period. Compensatory royalty payments

which are not timely paid will accrue penalty and interest in accordance with Paragraph 9 of this lease. None of these provisions will relieve Lessee of the obligation of reasonable development nor the obligation to drill offset wells as provided in Texas Natural Resources Code 52.173; however, at the determination of the Commissioner, and with the Commissioner's written approval, the payment of compensatory royalties can satisfy the obligation to drill offset wells.

- 16. RETAINED ACREAGE. Notwithstanding any provision of this lease to the contrary, after a well producing or capable of producing oil or gas has been completed on the leased premises, Lessee shall exercise the diligence of a reasonably prudent operator in drilling such additional well or wells as may be reasonably necessary for the proper development of the leased premises and in marketing the production thereon.
- (A) VERTICAL. In the event this lease is in force and effect two (2) years after the expiration date of the primary or extended term it shall then terminate as to all of the leased premises, EXCEPT (1) 40 acres surrounding each oil well capable of producing in paying quantities and 320 acres surrounding each gas well capable of producing in paying quantities (including a shut-in oil or gas well as provided in Paragraph 14 hereof), or a well upon which Lessee is then engaged in continuous drilling or reworking operations, or (2) the number of acres included in a producing pooled unit pursuant to Texas Natural Resources Code 52.151-52.153, or (3) such greater or lesser number of acres as may then be allocated for production purposes to a proration unit for each such producing well under the rules and regulations of the Railroad Commission of Texas, or any successor agency. or other governmental authority having jurisdiction. If at any time after the effective date of the partial termination provisions hereof, the applicable field rules are changed or the well or wells located thereon are reclassified so that less acreage is thereafter allocated to said well or wells for production purposes, this lease shall thereupon terminate as to all acreage not thereafter allocated to said well or wells for production purposes. Notwithstanding the termination of this lease as to a portion of the lands covered hereby, Lessee shall nevertheless continue to have the right of ingress to and egress from the lands still subject to this lease for all purposes described in Paragraph 1 hereof, together with easements and right-of-ways for existing roads, existing pipelines and other existing facilities on, over and across all the lands described in Paragraph 1 hereof ("the retained lands"), for access to and from the retained lands and for the gathering or transportation of oil, gas and other minerals produced from the retained lands.
- (B) HORIZONTAL. In the event this lease is in force and effect two (2) years after the expiration date of the primary or extended term it shall further terminate as to all depths below 100 feet below the total depth drilled (hereinafter "deeper depths") in each well located on acreage retained in Paragraph 16(A) above, unless on or before two (2) years after the primary or extended term Lessee pays an amount equal to one-half (1/2) of the bonus originally paid as consideration for this lease (as specified on page 1 hereof). If such amount is paid, this lease shall be in force and effect as to such deeper depths, and said termination shall be delayed for an additional period of two (2) years and so long thereafter as oil or gas is produced in paying quantities from such deeper depths covered by this lease.
- (C) IDENTIFICATION AND FILING. The surface acreage retained hereunder as to each well shall, as nearly as practical, be in the form of a square with the well located in the center thereof, or such other shape as may be approved by the Commissioner of the General Land Office. Within thirty (30) days after partial termination of this lease as provided herein, Lessee shall execute and record a release or releases containing a satisfactory legal description of the acreage and/or depths not retained hereunder. The recorded release, or a certified copy of same, shall be filed in the General Land Office, accompanied by the filing fee prescribed by the General Land Office rules in effect on the date the release is filed. If Lessee fails or refuses to execute and record such release or releases within ninety (90) days after being requested to do so by the General Land Office, then the Commissioner at his sole discretion may designate by written instrument the acreage and/or depths to be released hereunder and record such instrument at Lessee's expense in the county or counties where the lease is located and in the official records of the General Land Office and such designation shall be binding upon Lessee for all purposes.
- 17. OFFSET WELLS. Neither the bonus, delay rentals, nor royalties paid, or to be paid, under this lease shall relieve Lessee of his obligation to protect the oil and gas under the above-described land from being drained. Lessee, sublessee, receiver or other agent in control of the leased premises shall drill as many wells as the facts may justify and shall use appropriate means and drill to a depth necessary to prevent undue drainage of oil and gas from the leased premises. In addition, if oil and/or gas should be produced in commercial quantities within 1,000 feet of the leased premises, or in any case where the leased premises is being drained by production of oil or gas, the Lessee, sublessee, receiver or other agent in control of the leased premises shall in good faith begin the drilling of a well or wells upon the leased premises within 100 days after the draining well or wells or the well or wells completed within 1,000 feet of the leased premises start producing in commercial quantities and shall prosecute such drilling with diligence. Failure to satisfy the statutory offset obligation may subject this lease and the owner of the soil's agency rights to forfeiture. Only upon the determination of the Commissioner of the General Land Office and with his written approval may the payment of compensatory royalty under applicable statutory parameters satisfy the obligation to drill an offset well or wells required under this paragraph.
- 18. FORCE MAJEURE. If, after a good faith effort, Lessee is prevented from complying with any express or implied covenant of this lease, from conducting drilling operations on the leased premises, or from producing oil or gas from the leased premises by reason of war, rebellion, riots, strikes, acts of God, or any valid order, rule or regulation of government authority, then while so prevented, Lessee's obligation to comply with such covenant shall be suspended and Lessee shall not be liable for damages for failure to comply with such covenants; additionally, this lease shall be extended while Lessee is prevented, by any such cause, from conducting drilling and reworking operations or from producing oil or gas from the leased premises. However, nothing in this paragraph shall suspend the payment of delay rentals in order to maintain this lease in effect during the primary term in the absence of such drilling or reworking operations or production of oil or gas.

- 19. WARRANTY CLAUSE. The owner of the soil warrants and agrees to defend title to the leased premises. If the owner of the soil defaults in payments owed on the leased premises, then Lessee may redeem the rights of the owner of the soil in the leased premises by paying any mortgage, taxes or other liens on the leased premises. If Lessee makes payments on behalf of the owner of the soil under this paragraph, Lessee may recover the cost of these payments from the rental and royalties due the owner of the soil.
- 20. (A) PROPORTIONATE REDUCTION CLAUSE. If the owner of the soil owns less than the entire undivided surface estate in the above described land, whether or not Lessee's interest is specified herein, then the royalties and rental herein provided to be paid to the owner of the soil shall be paid to him in the proportion which his interest bears to the entire undivided surface estate and the royalties and rental herein provided to be paid to the Commissioner of the General Land Office of the State of Texas shall be likewise proportionately reduced. However, before Lessee adjusts the royalty or rental due to the Commissioner of the General Land Office, Lessee or his authorized representative must submit to the Commissioner of the General Land Office a written statement which explains the discrepancy between the interest purportedly leased under this lease and the actual interest owned by the owner of the soil. The Commissioner of the General Land Office shall be paid the value of the whole production allocable to any undivided interest not covered by a lease, less the proportionate development and production cost allocable to such undivided interest. However, in no event shall the Commissioner of the General Land Office receive as a royalty on the gross production allocable to the undivided interest not leased an amount less than the value of one-sixteenth (1/16) of such gross production.
- (B) REDUCTION OF PAYMENTS. If, during the primary term, a portion of the land covered by this lease is included within the boundaries of a pooled unit that has been approved by the School Land Board and the owner of the soil in accordance with Natural Resources Code Sections 52.151-52.154, or if at any time after the expiration of the primary term or the extended term, this lease covers a lesser number of acres than the total amount described herein, payments that are made on a per acre basis hereunder shall be reduced according to the number of acres pooled, released, surrendered, or otherwise severed, so that payments determined on a per acre basis under the terms of this lease during the primary term shall be calculated based upon the number of acres outside the boundaries of a pooled unit, or, if after the expiration of the primary term, the number of acres actually retained and covered by this lease.
- 21. USE OF WATER. Lessee shall have the right to use water produced on said land necessary for operations under this lease except water from wells or tanks of the owner of the soil; provided, however, Lessee shall not use potable water or water suitable for livestock or irrigation purposes for watertlood operations without the prior consent of the owner of the soil.
- 22. AUTHORIZED DAMAGES. Lessee shall pay the owner of the soil for damages caused by its operations to all personal property, improvements, livestock and crops on said land.
 - 23. PIPELINE DEPTH. When requested by the owner of the soil, Lessee shall bury its pipelines below plow depth.
- 24. WELL LOCATION LIMIT. No well shall be drilled nearer than two hundred (200) feet to any house or barn now on said premises without the written consent of the owner of the soil.
- POLLUTION. In developing this area, Lessee shall use the highest degree of care and all proper safeguards to prevent pollution. Without limiting the foregoing, pollution of coastal wetlands, natural waterways, rivers and impounded water shall be prevented by the use of containment facilities sufficient to prevent spillage, seepage or ground water contamination. In the event of pollution, Lessee shall use all means at its disposal to recapture all escaped hydrocarbons or other pollutant and shall be responsible for all damage to public and private properties. Lessee shall build and maintain fences around its slush, sump, and drainage pits and tank batteries so as to protect livestock against loss, damage or injury; and upon completion or abandonment of any well or wells, Lessee shall fill and level all slush pits and cellars and completely clean up the drilling site of all rubbish thereon. Lessee shall, while conducting operations on the leased premises, keep said premises free of all rubbish, cans, bottles, paper cups or garbage, and upon completion of operations shall restore the surface of the land to as near its original condition and contours as is practicable. Tanks and equipment will be kept painted and presentable.
- 26. REMOVAL OF EQUIPMENT. Subject to limitations in this paragraph, Lessee shall have the right to remove machinery and fixtures placed by Lessee on the leased premises, including the right to draw and remove casing, within one hundred twenty (120) days after the expiration or the termination of this lease unless the owner of the soil grants Lessee an extension of this 120-day period. However, Lessee may not remove casing from any well capable of producing oil and gas in paying quantities. Additionally, Lessee may not draw and remove casing until after thirty (30) days written notice to the Commissioner of the General Land Office and to the owner of the soil. The owner of the soil shall become the owner of any machinery, fixtures, or casing which are not timely removed by Lessee under the terms of this paragraph.
- 27. (A) ASSIGNMENTS. Under the conditions contained in this paragraph and Paragraph 29 of this lease, the rights and estates of either party to this lease may be assigned, in whole or in part, and the provisions of this lease shall extend to and be binding upon their heirs, devisees, legal representatives, successors and assigns. However, a change or division in ownership of the land, rentals, or royalties will not enlarge the obligations of Lessee, diminish the rights, privileges and estates of Lessee, impair the effectiveness of any payment made by Lessee or impair the effectiveness of any act performed by Lessee. And no change or division in ownership of the land, rentals, or royalties shall bind Lessee for any purpose until thirty (30) days after the owner of the soil (or his heirs, devisees, legal representatives or assigns) furnishes the Lessee with satisfactory written evidence of the change in ownership, including the original recorded muniments of title (or a certified copy of such original) when the ownership changed because of a conveyance. A total or partial assignment of this lease shall, to the extent of the interest assigned, relieve and discharge Lessee of all subsequent obligations under this lease. If this lease is assigned in its entirety as to only part of the acreage, the right and option to pay rentals shall be apportioned as between the several owners ratably, according to the area of each, and failure by one or more of them to

pay his share of the rental shall not affect this lease on the part of the land upon which pro rata rentals are timely paid or tendered; however, if the assignor or assignee does not file a certified copy of such assignment in the General Land Office before the next rental paying date, the entire lease shall terminate for failure to pay the entire rental due under Paragraph 3. Every assignee shall succeed to all rights and be subject to all obligations, liabilities, and penalties owed to the State by the original lessee or any prior assignee of the lease, including any liabilities to the State for unpaid royalties.

- (B) ASSIGNMENT LIMITATION. Notwithstanding any provision in Paragraph 27(a), if the owner of the soil acquires this lease in whole or in part by assignment without the prior written approval of the Commissioner of the General Land Office, this lease is void as of the time of assignment and the agency power of the owner may be forfeited by the Commissioner. An assignment will be treated as if it were made to the owner of the soil if the assignee is:
 - (1) a nominee of the owner of the soil;
 - (2) a corporation or subsidiary in which the owner of the soil is a principal stockholder or is an employee of such a corporation or subsidiary;
 - (3) a partnership in which the owner of the soil is a partner or is an employee of such a partnership;
 - (4) a principal stockholder or employee of the corporation which is the owner of the soil;
 - (5) a partner or employee in a partnership which is the owner of the soil;
 - (6) a fiduciary for the owner of the soil; including but not limited to a guardian, trustee, executor, administrator, receiver, or conservator for the owner of the soil; or
 - (7) a family member of the owner of the soil or related to the owner of the soil by marriage, blood, or adoption.
- 28. RELEASES. Under the conditions contained in this paragraph and Paragraph 29, Lessee may at any time execute and deliver to the owner of the soil and place of record a release or releases covering any portion or portions of the leased premises, and thereby surrender this lease as to such portion or portions, and be relieved of all subsequent obligations as to acreage surrendered.

 If any part of this lease is properly surrendered, the delay rental due under this lease shall be reduced by the proportion that the surrendered acreage bears to the acreage which was covered by this lease immediately prior to such surrender; however, such release will not relieve Lessee of any liabilities which may have accrued under this lease prior to the surrender of such acreage.
- 29. FILING OF ASSIGNMENTS AND RELEASES. If all or any part of this lease is assigned or released, such assignment or release must be recorded in the county where the land is situated, and the recorded instrument, or a copy of the recorded instrument certified by the County Clerk of the county in which the instrument is recorded, must be filed in the General Land Office within 90 days of the last execution date accompanied by the prescribed filing fee. If any such assignment is not so filed, the rights acquired under this lease shall be subject to forfeiture at the option of the Commissioner of the General Land Office.
- 30. DISCLOSURE CLAUSE. All provisions pertaining to the lease of the above-described land have been included in this instrument, including the statement of the true consideration to be paid for the execution of this lease and the rights and duties of the parties. Any collateral agreements concerning the development of oil and gas from the leased premises which are not contained in this lease render this lease invalid.
- 31. FIDUCIARY DUTY. The owner of the soil owes the State a fiduciary duty and must fully disclose any facts affecting the State's interest in the leased premises. When the interests of the owner of the soil conflict with those of the State, the owner of the soil is obligated to put the State's interests before his personal interests.
- 32. FORFEITURE. If Lessee shall fail or refuse to make the payment of any sum within thirty days after it becomes due, or if Lessee or an authorized agent should knowingly make any false return or false report concerning production or drilling, or if Lessee shall fail or refuse to drill any offset well or wells in good faith as required by law and the rules and regulations adopted by the Commissioner of the General Land Office, or if Lessee should fail to file reports in the manner required by law or fail to comply with rules and regulations promulgated by the General Land Office, the School Land Board, or the Railroad Commission, or if Lessee should refuse the proper authority access to the records pertaining to operations, or if Lessee or an authorized agent should knowingly fail or refuse to give correct information to the proper authority, or knowingly fail or refuse to furnish the General Land Office a correct log of any well, or if Lessee shall knowingly violate any of the material provisions of this lease, or if this lease is assigned and the assignment is not filed in the General Land Office as required by law, the rights acquired under this lease shall be subject to forfeiture by the Commissioner, and he shall forfeit same when sufficiently informed of the facts which authorize a forfeiture, and when forfeited the area shall again be subject to lease under the terms of the Relinquishment Act. However, nothing herein shall be construed as waiving the automatic termination of this lease by operation of law or by reason of any special limitation arising hereunder. Forfeitures may be set aside and this lease and all rights thereunder reinstated before the rights of another intervene upon satisfactory evidence to the Commissioner of the General Land Office of future compliance with the provisions of the law and of this lease and the rules and regulations that may be adopted relative hereto.
- 33. LIEN. In accordance with Texas Natural Resources Code 52.136, the State shall have a first lien upon all oil and gas produced from the area covered by this lease to secure payment of all unpaid royalty and other sums of money that may become due under this lease. By acceptance of this lease, Lessee grants the State, in addition to the lien provided by Texas Natural Resources Code 52.136 and any other applicable statutory lien, an express contractual lien on and security interest in all leased minerals in and extracted from the leased premises, all proceeds which may accrue to Lessee from the sale of such leased minerals, whether such proceeds are held by Lessee or by a third party, and all fixtures on and improvements to the leased premises used in connection with the production or processing of such leased minerals in order to secure the payment of all royalties or other amounts due or to become due under this lease and to secure payment of any damages or loss that Lessor may suffer by reason of Lessee's breach of any covenant or condition of this lease, whether express or implied. This lien and security interest may be foreclosed with or without court

proceedings in the manner provided in the Title I, Chapter 9 of the Texas Business and Commerce Code. Lessee agrees that the Commissioner may require Lessee to execute and record such instruments as may be reasonably necessary to acknowledge, attach or perfect this lien. Lessee hereby represents that there are no prior or superior liens arising from and relating to Lessee's activities upon the above-described property or from Lessee's acquisition of this lease. Should the Commissioner at any time determine that this representation is not true, then the Commissioner may declare this lease forfeited as provided herein.

- 34. POOLING. Lessee is hereby granted the right to pool or unitize the royalty interest of the owner of the soil under this lease with any other leasehold or mineral interest for the exploration, development and production of oil or gas or either of them upon the same terms as shall be approved by the School Land Board and the Commissioner of the General Land Office for the pooling or unitizing of the interest of the State under this lease pursuant to Texas Natural Resources Code 52.151-52.153. The owner of the soil agrees that the inclusion of this provision in this lease satisfies the execution requirements stated in Texas Natural Resources Code 52.152.
- INDEMNITY. Lessee hereby releases and discharges the State of Texas and the owner of the soil, their officers, employees, partners, agents, contractors, subcontractors, guests, invitees, and their respective successors and assigns, of and from all and any actions and causes of action of every nature, or other harm, including environmental harm, for which recovery of damages is sought, including, but not limited to, all losses and expenses which are caused by the activities of Lessee, its officers, employees, and agents arising out of, incidental to, or resulting from, the operations of or for Lessee on the leased premises hereunder, or that may arise out of or be occasioned by Lessee's breach of any of the terms or provisions of this Agreement, or by any other negligent or strictly liable act or omission of Lessee. Further, Lessee hereby agrees to be liable for, exonerate, indemnify, defend and hold harmless the State of Texas and the owner of the soil, their officers, employees and agents, their successors or assigns, against any and all claims, liabilities, losses, damages, actions, personal injury (including death), costs and expenses, or other harm for which recovery of damages is sought, under any theory including tort, contract, or strict liability, including attorneys' fees and other legal expenses, including those related to environmental hazards, on the leased premises or in any way related to Lessee's failure to comply with any and all environmental laws; those arising from or in any way related to Lessee's operations or any other of Lessee's activities on the leased premises; those arising from Lessee's use of the surface of the leased premises; and those that may arise out of or be occasioned by Lessee's breach of any of the terms or provisions of this Agreement or any other act or omission of Lessee, its directors, officers, employees, partners, agents, contractors, subcontractors, guests, invitees, and their respective successors and assigns. Each assignee of this Agreement, or an interest therein, agrees to be liable for, exonerate, indemnify, defend and hold harmless the State of Texas and the owner of the soil, their officers, employees, and agents in the same manner provided above in connection with the activities of Lessee, its officers, employees, and agents as described above. EXCEPT AS OTHERWISE EXPRESSLY LIMITED HEREIN, ALL OF THE INDEMNITY OBLIGATIONS AND OR LIABILITIES ASSUMED UNDER THE TERMS OF THIS AGREEMENT SHALL BE WITHOUT LIMITS AND WITHOUT REGARD TO THE CAUSE OR CAUSES THEREOF (EXCLUDING PRE-EXISTING CONDITIONS), STRICT LIABILITY, OR THE NEGLIGENCE OF ANY PARTY OR PARTIES (INCLUDING THE NEGLIGENCE OF THE INDENINIFIED PARTY), WHETHER SUCH NEGLIGENCE BE SOLE, JOINT, CONCURRENT, ACTIVE, OR PASSIVE.
 - ENVIRONMENTAL HAZARDS. Lessee shall use the highest degree of care and all reasonable safeguards to prevent contamination or pollution of any environmental medium, including soil, surface waters, groundwater, sediments, and surface or subsurface strata, ambient air or any other environmental medium in, on, or under the leased premises, by any waste, pollutant, or contaminant. Lessee shall not bring or permit to remain on the leased premises any asbestos containing materials, explosives, toxic materials, or substances regulated as hazardous wastes, hazardous materials, hazardous substances (as the term "Hazardous Substance" is defined in the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA), 42 U.S.C. Sections 9601, et seq.), or toxic substances under any federal, state, or local law or regulation ("Hazardous Materials"), except ordinary products commonly used in connection with oil and gas exploration and development operations and stored in the usual manner and quantities. LESSEE'S VIOLATION OF THE FOREGOING PROHIBITION SHALL CONSTITUTE A MATERIAL BREACH AND DEFAULT HEREUNDER AND LESSEE SHALL INDEMNIFY, HOLD HARMLESS AND DEFEND THE STATE OF TEXAS AND THE OWNER OF THE SOIL FROM AND AGAINST ANY CLAIMS, DAMAGES, JUDGMENTS, PENALTIES, LIABILITIES, AND COSTS (INCLUDING REASONABLE ATTORNEYS' FEES AND COURT COSTS) CAUSED BY OR ARISING OUT OF (I) A VIOLATION OF THE FOREGOING PROHIBITION OR (II) THE PRESENCE, RELEASE, OR DISPOSAL OF ANY HAZARDOUS MATERIALS ON, UNDER, OR ABOUT THE LEASED PREMISES DURING LESSEE'S OCCUPANCY OR CONTROL OF THE LEASED PREMISES. LESSEE SHALL CLEAN UP, REMOVE, REMEDY AND REPAIR ANY SOIL OR GROUND WATER CONTAMINATION AND DAMAGE CAUSED BY THE PRESENCE OR RELEASE OF ANY HAZARDOUS MATERIALS IN, ON, UNDER, OR ABOUT THE LEASED PREMISES DURING LESSEE'S OCCUPANCY OF THE LEASED PREMISES IN CONFORMANCE WITH THE REQUIREMENTS OF APPLICABLE LAW. THIS INDEMNIFICATION AND ASSUMPTION SHALL APPLY, BUT IS NOT LIMITED TO, LIABILITY FOR RESPONSE ACTIONS UNDERTAKEN PURSUANT TO CERCLA OR ANY OTHER ENVIRONMENTAL LAW OR REGULATION. LESSEE SHALL IMMEDIATELY GIVE THE STATE OF TEXAS AND THE OWNER OF THE SOIL WRITTEN NOTICE OF ANY BREACH OR SUSPECTED BREACH OF THIS PARAGRAPH, UPON LEARNING OF THE PRESENCE OF ANY HAZARDOUS MATERIALS, OR UPON RECEIVING A NOTICE FROM ANY GOVERNMENTAL AGENCY PERTAINING TO HAZARDOUS MATERIALS WHICH MAY AFFECT THE LEASED PREMISES. THE OBLIGATIONS OF LESSEE HEREUNDER SHALL SURVIVE THE EXPIRATION OR EARLIER TERMINATION, FOR ANY REASON, OF THIS AGREEMENT.
 - 37. APPLICABLE LAW. This lease is issued under the provisions of Texas Natural Resources Code 52.171 through 52.190, commonly known as the Relinquishment Act, and other applicable statutes and amendments thereto, and if any provision in this lease does not conform to these statutes, the statutes will prevail over any nonconforming lease provisions.

38. EXECUTION. This oil and gas lease must be signed and acknowledged by the Lessee before it is filed of record in the county records and in the General Land Office of the State of Texas. Once the filing requirements found in Paragraph 39 of this lease have been satisfied, the effective date of this lease shall be the date found on Page 1.

lease have been satisfied, the effective date of this lease shall b	the date found on rage 1.
record in the office of the County Clerk in any county in which thereof must be filed in the General Land Office. This lease certified by the County Clerk from his records) is filed in the 52.183. Additionally, this lease shall not be binding upon the	f the Texas Business and Commerce Code, this lease must be filed of the all or any part of the leased premises is located, and certified copies is not effective until a certified copy of this lease (which is made and General Land Office in accordance with Texas Natural Resources Code State unless it recites the actual and true consideration paid or promised rescribed filing fee shall accompany such certified copy to the General
40. See attached Exhibit "A" for additional prov	visions.
LEGEND NATURAL GA	AS IV, LP
Callible	
Carl Wimberley, Vice Pro	esident
Date: 8/24/2010	
STATE OF TEXAS McCamey Management, L.L.C. General Partner of McCamey Farm & Ranch, L.P.	STATE OF TEXAS
BY: Individually and as agent for the State of Texas Robert L. McCamey, Jr., Managing Partner	BY:
DATE: 8-25-10	DATE:
• STATE OF TEXAS	(CORPORATE ACKNOWLEDGMENT)
COUNTY OF HARRIS	
is subscribed to the foregoing instrument, asVice President of Le	appeared Carl Wimberley known to me to be the person whose name seend Natural Gas IV, LP, a Delaware limited partnership, and acknowledged ein expressed, in the capacity stated, and as the act and deed of said partnership.
Given under my hand and seal of office this the	Ayof August , 2010. Casardia Fair Vall Notary Public in and for the State of TEXAS
CASSANDRA FAYE VALK Notary Public, State of Texas My Commission Expires June 01, 2013	
STATE OF TEXAS	(CORPORATE ACKNOWLEDGMENT)
COUNTY OF DALLAS BEFORE ME, the undersigned authority, on this day personally	y appeared Robert L. McCamey, Jr. known to me to be the person
whose name is subscribed to the foregoing instrument, as Managi	ng Partner of McCamey Management, L.L.C., General Partner of McCamey ged to me that he executed the same for the purposes and consideration therein
Given under my hand and seal of office this the	lay of Chusust, 2010.
	Notary Public in and for the State of TEXAS
	INOTALLY I WORK III AND TOLE OF TEAMS

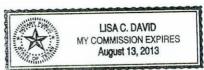


EXHIBIT "A"

ATTACHED TO AND MADE PART OF THAT CERTAIN OIL AND GAS LEASE
DATED SEPTEMBER 1, 2010, BY AND BETWEEN THE STATE OF TEXAS, ACTING BY AND
THROUGH ITS AGENT, McCAMEY FARM & RANCH, L.P., AS LESSOR, AND
LEGEND NATURAL GAS IV, LP, AS LESSEE

- 1. If, at the expiration of the primary term, this lease is being maintained in force under any provision of the lease, or within 180 days prior to the expiration of the primary term Lessee has completed a well as a dry hole or commenced a well on the leased premises or lands pooled therewith, or Lessee is then engaged in operations on the leased premises or lands pooled therewith, Lessee agrees to begin a continuous drilling program within 180 days after the end of the primary term or within 180 days after completion of such well or the cessation of such operations, whichever is the later date; and thereafter to carry on the continuous drilling program on the leased premises or lands pooled therewith until all proration units have been drilled, allowing not more than 180 days to elapse between the completion of one well and the commencement of the succeeding well. Should Lessee fail to begin the continuous drilling program or subsequently default in the performance thereof, then in either event, this lease shall terminate as to all lands covered hereby, save and except for the proration unit surrounding each well then producing, capable of producing or upon which operations are being conducted, limited, respectively, to those depths from the surface down to the stratigraphic equivalent of the depth 100 feet below the total depth drilled in any such proration unit. As used in this paragraph: i) the term "commission" means the Railroad Commission of the State of Texas or any successor agency, ii) the term "proration unit" means any acreage designated as a drilling unit or production unit in accordance with the rules of the commission (or any other governmental authority having jurisdiction) or any unit formed by pooling as provided in this lease or otherwise, iii) the terms "commenced" and "commencement" mean the date when a well is spudded, and iv) the terms "completed" and "completion" mean the date the initial potential test report is filed with the commission, if a productive well, or the date the plugging report is filed with the commission, if a dry hole, in either event no later than 60 days after the drilling rig has been released. Notwithstanding the partial termination of this lease, Lessee shall continue to have the rights of ingress and egress across all of the leased premises to and from lands that remain subject to this lease, or lands pooled therewith, for the purposes described in paragraph 1 hereof, together with easements and rights of way for roads. • pipelines, flowlines and other facilities on or across all of the leased premises for the exploration, development, production, gathering or transportation of oil, gas and other products from the lands still subject to this lease or lands pooled therewith. The sole liability or penalty for the failure of Lessee to drill any well or wells required or permitted by this lease shall be the termination or partial termination of Lessee's rights under the lease as provided above. Once Continuous Drilling has ceased each proration unit will be treated as a separate lease.
 - 2. Notwithstanding anything to the contrary contained in Paragraph Three (3) of this Lease, for all purposes this lease shall be a fully Paid-Up Oil & Gas Lease for the first three years. Delay Rentals have been paid in full with the Bonus Consideration tendered herein. Delay Rental payment was based on a \$1.00 per net mineral acre per year for Two (2) Years. Concluding a \$2.00 per acre Pd-Up Rental Payment was made in advance for the Two (2) Year Period on the net mineral acres indicated in this Lease.
 - 3. PAYMENTS OF MINIMUM ROYALTY AND SHUT-IN ROYALTY. Paragraph 5 (minimum Royalty) and Paragraph 14 (Shut in Royalty) contains a reference to a computation based upon the delay rental amount specified in Paragraph 3. However, notwithstanding anything contained herein to the contrary, the undersigned do hereby recognize, acknowledge and agree that i) all minimum royalty payments due pursuant to Paragraph 5 shall be calculated on the basis of the delay rental amount being one dollar (\$1.00) per acre, and ii) all shut-in royalty payments due pursuant to Paragraph 14 shall be calculated on the basis of double the annual rental amount of one dollar (\$1.00) per acre (being two dollars (\$2.00) per acre), but not less than \$1200.00 a year for each well capable of producing oil and gas in paying quantities.
 - 4. The rentals for the 1st anniversary date and for the 2nd anniversary date have been pre-paid with the bonus for this lease and no additional payments for the 1st anniversary date and for the 2nd anniversary date are due and payable. The total payment to the State and to the owner of the soil is \$752.00 per acre. The state and the owner of the soil have split the total payment of \$752.00 per acre equally.

If delay rentals are paid on or before the 3rd anniversary date, the total rental paid shall be \$556,453.46.

Said payment will include a pre-payment for the delay rentals for the 4th anniversary date.

Payments shall be made as follows: To the owner of the soil: \$278,226.73

To the State of Texas: \$278,226.73

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File No. M+ 111869	
MARGINA LASE	G
Date Filed: MADINA (0 8 (0	
By Patterson, Commissioner	

for said County and State, do hereby certify that the foregoing is a true and correct copy of 100 + C = \$ 100 \text{dated} \text{dated} \text{9-8-2010} \text{filed for record in my of ice this 15 day of 300 \text{dated} \text{200} \text{15 day of 300 \text{dated} \text{200} ay of ________ Witness my hand and sgal at Van Horn this ______ COUNTY OF CULBERSON I, Linda McDonald, Clerk of the County Court in and THE STATE OF TEXAS Records of Culberson County,

:: · . . . ;

Deputy CULBERSON COUNTY CLERK

1360 POST OAK BLVD., SUITE 1900CT · HOUSTON, TX 77056 inquiry@bhpbilliton.com

CHECK NO.

REFERENCE	INVOICE DATE	INVOICE NO.	INVOICE AMT.	PRIOR PAYMENT	DISCOUNT	AMOUNT PAID
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PETROHAWK ENERGY CORPORATION

1360 POST OAK BLVD., SUITE 1900CT · HOUSTON, TX 77056 inquiry@bhpbilliton.com AMOUNT PAID PRIOR PAYMENT DISCOUNT REFERENCE INVOICE DATE INVOICE NO. INVOICE AMT. 556,453.45 EPL30JUL2013F 7/29/13 1941 556,453.45 INALLAND-1 COTTONWOOD PROSPECT TX 1698 - 041-005 MF111869A CHECK DATE 437294 COMMISSIONER PAPAE TEXAS GENERAL TOTAL \$556,453.45 LAND OFFICE 07/30/13 BOLO-200 WARNING: DO NOT ACCEPT THIS DOCUMENT UNLESS YOU CAN SEE A WATERMARK Bank of America PETROHAWK ENERGY CORPORATION 168858 ACCOUNTS PAYABLE DISBURSEMENT ACCOUNT 1360 POST OAK BLVD., SUITE 1900CT

HOUSTON, TX 77056 inquiry@bhpbilliton.com



07/30/13

PAY

COMMISSIONER OF THE TEXAS GENERAL LAND OFFICE

ATTENTION MINERAL LEASING

TO THE **ORDER** OF

1700 N CONGRESS AVE AUSTIN, TX 78701 USA

AMOUNT**\$*******556,453.4**5

VOID AFTER 180 DAYS

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437294 COMMISSIONER 包护 附E TEXAS GENERAL LAND OFFICE

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CHECK DATE

07/30/13

TOTAL

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PETROHAWK ENERGY CORPORATION

1360 POST OAK BLVD., SUITE 1900CT · HOUSTON, TX 77056 inquiry@bhpbilliton.com CHECK NO. REFERENCE AMOUNT PAID INVOICE DATE PRIOR PAYMENT DISCOUNT INVOICE NO. INVOICE AMT. 347,784.35 EPL30JUL2013F 7/29/13 1947 347,784.35 **INALLAND-1** COTTONWOOD PROSPECT CHECK DATE 437294 COMMISSIONER 使即用 TEXAS GENERAL TOTAL \$347,784.35 LAND OFFICE 07/30/13 BOLO-200

WARNING: DO NOT ACCEPT THIS DOCUMENT UNLESS YOU CAN SEE A WATERMARK

PETROHAWK ENERGY CORPORATION ACCOUNTS PAYABLE DISBURSEMENT ACCOUNT

1360 POST OAK BLVD., SUITE 1900CT HOUSTON, TX 77056 inquiry@bhpbilliton.com

DATE 07/30/13 168856

PAY

COMMISSIONER OF THE TEXAS GENERAL LAND OFFICE

AMOUNT**\$*******347**,784.35

TO THE **ORDER** OF

ATTENTION MINERAL LEASING 1700 N CONGRESS AVE AUSTIN, TX 78701 USA

VOID AFTER 180 DAYS

File No. MF///869

Rentals - Lease B - 4th 45th year

Date Filed: 08/29/2013

Jerry E. Patterson. Commissioner

By SOP

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AMOUNT**\$*******139**,113.37

VOID AFTER 180 DAYS

PETROHAWK ENERGY CORPORATION

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COMMISSIONER OF THE TEXAS GENERAL LAND OFFICE

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TO THE

ORDER

OF

ATTENTION MINERAL LEASING

1700 N CONGRESS AVE

AUSTIN, TX 78701 USA

File No. MF111869

Bentals- Lease C- 4th & 5th years

Date Filed: D8/29/2013

Jerry E. Patterson. Commissioner

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360 POST OAK BLVD., SUITE 1900CT · HOUSTON, TX 77056 inquiry@bhpbilliton.com CHECK NO.							
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PETROHAWK ENERGY CORPORATION

1360 POST OAK BLVD., SUITE 1900CT · HOUSTON, TX 77056 inquiry@bhpbilliton.com

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WARNING: DO NOT ACCEPT THIS DOCUMENT UNLESS YOU CAN SEE A WATERMARK.

PETROHAWK ENERGY CORPORATION

ACCOUNTS PAYABLE DISBURSEMENT ACCOUNT
1360 POST OAK BLVD., SUITE 1900CT
HOUSTON, TX 77056
inquiry@bhpbilliton.com

Bank of America

168843

DATE

07/30/13

COMMISSIONER OF THE TEXAS GENERAL LAND OFFICE

ATTENTION MINERAL LEASING

TO THE ORDER OF

1700 N CONGRESS AVE AUSTIN, TX 78701 USA AMOUNT**\$*******139**,113.37

VOID AFTER 180 DAYS

John A. Simme

File No. MF 1/1869

Rentals-Lease D- 4th \$545 years

Date Filed: 08/29/2013

Jerry E. Patterson, Commissioner

By Soc

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WARNING: DO NOT ACCEPT THIS DOCUMENT UNLESS YOU CAN SEE A WATERMARK

PETROHAWK ENERGY CORPORATION ACCOUNTS PAYABLE DISBURSEMENT ACCOUNT 1360 POST OAK BLVD., SUITE 1900CT

HOUSTON, TX 77056 inquiry@bhpbilliton.com Bankof America DATE

168857

07/30/13

One Hundred Four Thousand Three Hundred Thirty-Six Dollars And Forty-Three Cents* PAY

COMMISSIONER OF THE TEXAS GENERAL LAND OFFICE

AMOUNT**\$******104,336.**43

TO THE ORDER OF

ATTENTION MINERAL LEASING 1700 N CONGRESS AVE AUSTIN, TX 78701 USA

VOID AFTER 180 DAYS

168857#

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PETROHAWK ENERGY CORPORATION

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WARNING: DO NOT ACCEPT THIS DOCUMENT UNLESS YOU CAN SEE A WATERMARK

PETROHAWK ENERGY CORPORATION ACCOUNTS PAYABLE DISBURSEMENT ACCOUNT 1360 POST OAK BLVD., SUITE 1900CT

HOUSTON, TX 77056 inquiry@bhpbilliton.com **Bank of America** DATE

168859

07/30/13

PAY

COMMISSIONER OF THE TEXAS GENERAL LAND OFFICE

ATTENTION MINERAL LEASING

TO THE 1700 N CONGRESS AVE ORDER OF

AUSTIN, TX 78701 USA

AMOUNT **\$*********104,336.43

VOID AFTER 180 DAYS

File No. MF/1/869 (79
Rentals-Lease F- 4th 45th years
Date Filed: 08/29/2013
Jerry E. Patterson, Commissioner
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PETROHAWK ENERGY CORPORATION

REFERENCE	INVOICE DATE	INVOICE NO.	inquiry@bhpbilliton.co	PRIOR PAYMENT	DISCOUNT	AMOUNT PAID
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1360 POST OAK BLVD., SUITE 1900CT + HOUSTON, TX 77056, inquiry@bbpbilliton.com

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WARNING: DO NOT ACCEPT THIS DOCUMENT UNLESS YOU CAN SEE A WATERMARK

PETROHAWK ENERGY CORPORATION **ACCOUNTS PAYABLE DISBURSEMENT ACCOUNT**

1360 POST OAK BLVD., SUITE 1900CT HOUSTON, TX 77056 inquiry@bhpbilliton.com



168844

07/30/13

PAY

COMMISSIONER OF THE TEXAS GENERAL LAND OFFICE

ATTENTION MINERAL LEASING

TO THE ORDER OF

1700 N CONGRESS AVE AUSTIN, TX 78701 USA

AMOUNT**\$********278,226.73

VOID AFTER 180 DAYS

File No. MF11/869 @

Bentals-Lease G- 4th & 5th years

Date Filed: 08/29/2013

Jerry E. Patterson. Commissioner

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Endurance Revised 5/15 - NADOA Model ENDURANCE Form Division Order (Adopted 9/95)

Effective Date: date of 1st production

GAS DIVISION ORDER

To:

COMMISSIONER GENERAL LAND OF PLEES TO THE CES

ATTN: ST TX MF 111869 -1700 CONGRESS AVENUE

AUSTIN TX 78701-1495

Property Number: 710001 Property Name: Gateway 22 2H

Operator:

Endurance Resources LLC

County and State: Reeves Co., TX

Property

Description:

All Section 22 & W/2 & NE/4 Section 27, Block 53, PSL Survey

Production: Oii Gas X

Other:

Date: 1/19/16

Owner Name

OWNER NUMBER:

And Address: COMMISSIONER GENERAL LAND OFFICE ST TX

ATTN: ST TX MF 111869 1700 CONGRESS AVENUE AUSTIN TX 78701-1495

Type of Interest: RI

Decimal Interest: 0.12500000

The undersigned certifies the ownership of their decimal interest in production or proceeds as described above payable by Endurance Resources LLC (Payor).

(Company Name)

Payor shall be notified in writing, of any change in ownership, decimal interest, or payment address. All such changes shall be effective the first day of the month following receipt of such notice.

Payor is authorized to withhold payment pending resolution of a title dispute or adverse claim asserted regarding the interest in production claimed herein by the undersigned. The undersigned agrees to indemnify and reimburse Payor any amount attributable to an interest to which the undersigned is not entitled.

Payor may accrue proceeds until the total amount equals \$100.00, or pay December 31st whichever occurs first, or as required by applicable state statute.

This Division Order does not amend any lease or operating agreement between the undersigned and the lessee or operator or any other contracts for the purchase of oil or gas.

In addition to the terms and conditions of this Division Order, the undersigned and Payor may have certain statutory rights under the laws of the state in which the property is located.

Special Clauses:

Owner(s) Signature(s):	
Owner(s) Tax ID Number(s):	
Owner Daytime Telephone #: Owner Email or FAX Telephone #:	

133 211 224 (19)30

Federal Law requires you to furnish your Social Security or Taxpayer Identification Number. Failure to comply will result in 28% tax withholding and will not be refundable by Payor.

Legaritation of Presenting 1 The



TEXAS GENERAL LAND OFFICE

GEORGE P. BUSH, COMMISSIONER

March 30, 2016

Jason South Division Order Analyst Endurance Resources, LLC 15455 N. Dallas Parkway, Suite 1050 Addison, Texas 75001

Re: State Lease Nos. MF112396 BB King 32 2H; MF111869 Gateway 22 2H; and MF112682 Muddy Water 30 2H

Dear Mr. South:

The Texas General Land Office (GLO) has received your Division Orders for the referenced units. These Division Orders have been filed in the appropriate mineral files.

The payment of royalties attributable to state-owned mineral and royalty interests is set by contract and applicable statutes and rules. The execution of division orders may, in some cases, affect the manner in which such payments are made or calculated. Therefore, Title 31, §9.32, of the Texas Administrative Code specifies that GLO staff cannot execute a division order or bind the state to any terms contained within it.

Subject to applicable state law and the state's right to take its production in-kind, the GLO acquiesces to the sale of oil and gas in accordance with the terms and conditions set out in the oil and gas leases. If you have questions concerning this matter, please feel free to e-mail me at the address below my signature.

We look forward to being put on pay status as soon as you are able to set up the wells in our RRAC system.

Thank you,

Vivian Hernandez

Landman, Energy Resources

512-475-0428

512-475-1543 (fax)

vivian.hernandez@glo.texas.gov

Luian Herrandez

File No	Wt	1118	169	
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	d:			
By	George P.	Bush, Co	mmissione	r



Endurance Revised 5/15 - NADOA Model COMMISSIONER GENERAL LAND OFFICE STEEN CEST TO VIEW COMMISSION OF THE STEEN CEST TO VIEW CES

Date: 2/18/16, formerly 1/19/16

Effective Date: date of 1st production

To:

ATTN: ST TX MF 111869 1700 CONGRESS AVENUE

AUSTIN TX 78701-1495

Property Number: 710001 Property Name:

Gateway 22 2H

Operator:

Endurance Resources LLC

County and State: Reeves Co., TX

Property

Description:

All Section 22 & W/2 & NE/4 Section 27, Block 53, PSL Survey

Production: Oil X Gas X

Other:

Owner Name

OWNER NUMBER:

And Address: COMMISSIONER GENERAL LAND OFFICE ST TX

ATTN: ST TX MF 111869~ 1700 CONGRESS AVENUE AUSTIN TX 78701-1495

Type of Interest: RI

Decimal Interest: 0.12500000

The undersigned certifies the ownership of their decimal interest in production or proceeds as described above payable by Endurance Resources LLC (Payor).

(Company Name)

Payor shall be notified in writing, of any change in ownership, decimal interest, or payment address. All such changes shall be effective the first day of the month following receipt of such notice.

Payor is authorized to withhold payment pending resolution of a title dispute or adverse claim asserted regarding the interest in production claimed herein by the undersigned. The undersigned agrees to indemnify and reimburse Payor any amount attributable to an interest to which the undersigned is not entitled.

Payor may accrue proceeds until the total amount equals \$100.00, or pay December 31st whichever occurs first, or as required by applicable state statute.

This Division Order does not amend any lease or operating agreement between the undersigned and the lessee or operator or any other contracts for the purchase of oil or gas.

In addition to the terms and conditions of this Division Order, the undersigned and Payor may have certain statutory rights under the laws of the state in which the property is located.

Special Clauses:

Owner(s) Signature(s):		
Owner(s) Tax ID Number(s):	-	
Owner Daytime Telephone #:		

Federal Law requires you to furnish your Social Security or Taxpayer Identification Number. Failure to comply will result in 28% tax withholding and will not be refundable by Payor.

File No	WE	111869
		Order

4-19-16 Date Filed: ___

George P. Bush, Commissioner

Drew Reid

From:

Ryan Damiano < rjd@mcdonaldlaw.com>

Sent:

Tuesday, May 10, 2016 8:53 AM

To:

Drew Reid

Subject:

RE: Cottonwood Ranch - Block 53 PSL/Reeves County; Draft Agreement Extending

Obligation to Drill Under Continuous Drilling Program

Attachments:

Extension Agreement (00077017).pdf

Drew,

-m F. 111869

Attached for your review is a copy of the latest draft of the Extension Agreement that has been approved by Endurance and has been circulated to the Cottonwood Ranch co-tenants for their review and approval. The main changes between this draft and the draft I sent to you on April 14th are: (1) the deadline to drill has been extended to November 1, 2016 (from September 1, 2016); and (2) Section 1, Block 55 has been excluded from the agreement. Recall that Section 1, Block 55 was assigned to Silverback Exploration, LLC, effective July 1, 2014. Endurance disclaims any interest in Section 1, Block 55.

Please let me know if this draft is acceptable to the GLO. If acceptable as drafted, please sign and return a scanned copy to me. Thanks for your assistance in this matter.

Ryan

\$90,000.00 payment to

From: Drew Reid [mailto:Drew.Reid@GLO.TEXAS.GOV]

Sent: Thursday, April 14, 2016 4:21 PM

To: Ryan Damiano

Subject: RE: Cottonwood Ranch - Block 53 PSL/Reeves County; Draft Agreement Extending Obligation to Drill Under

Continuous Drilling Program

Ryan,

This looks good. You may put my name in paragraph C. I will sign off on this if it works out.

JASON/GNOWERONCE 432. 242.4683

Drew Reid

Texas General Land Office Energy 512-475-1534

From: Ryan Damiano [mailto:rjd@mcdonaldlaw.com]

Sent: Thursday, April 14, 2016 3:47 PM

To: Drew Reid < Drew.Reid@GLO.TEXAS.GOV >

Cc: Rick Sorenson < rgs@mcdonaldlaw.com >; Kevin Kuenzli < kdk@mcdonaldlaw.com >

Subject: Cottonwood Ranch - Block 53 PSL/Reeves County; Draft Agreement Extending Obligation to Drill Under

Continuous Drilling Program

Drew,

Thanks for speaking with me yesterday. Attached is a draft of the Agreement Extending Obligation to Drill Under Continuous Drilling Program that I mentioned during our discussion. Please review the agreement at your earliest convenience and let me know if the GLO has any questions or concerns.

If the agreement is acceptable to the GLO, we plan to send a copy of this agreement to our clients and Endurance for further commentary.

Thanks again for your assistance in this matter.

Ryan

Ryan J. Damiano | Attorney 817.336.8651 Main 817.347.3631 Direct Fax Firm Website | My Bio

McDONALD | SANDERS

A Professional Corporation 777 Main Street | Suite 1300 Fort Worth, Texas 76102

Confidentiality: This e-mail and any attachments contain confidential information which may be legally privileged.

Please do not disclose, copy, forward or distribute the contents without permission from the sender.

IRS Circular 230 Required Notice -- If this communication (including any attachments) addresses any federal tax matter,

it was not intended or written to be relied upon to (i) avoid penalties under the Internal Revenue Code or (ii) promote, market or recommend to another party any transaction or tax-related matter so addressed.



File No.	11869	
	eeves	County
=	= Mails	
Date Filed:	7.15.16	
Geor	ge P. Bush, Commiss	ioner

WARNING – THIS CHECK IS PROTECTED BY SPECIAL SECURITY GUARD PROGRAM™ FEATURES

Endurance Resources Holdings II LLC

15455 Dallas Parkway Suite 1050 Addison, TX 75001

Union Bank www.unionbank.com

Ninety thousand dollars and no cents

DATE 06/19/2016

AMOUNT \$**90,000.00

Pay to the Texas General Land Office

Order of 1700 Congress Ave Austin, TX 78701-1495

SECURE FEATURES INCLUDE INVISIBLE FIBERS + MICROPRINTING + VOID FEATURE PANTOGRAPH + ENDORSEMENT BACKER + BROWNSTAIN CHEMICAL REACTANT

"" O O O O O O 2 3 3 II"

From: Endurance Resources Holdings II LLC

Texas General Land Office To:

1700 Congress Ave Auslin, TX 78701-1495

Vendor Code TEX004

Check Date 06/19/2016

Check Amount \$90,000.00

Check Number A-10233

Invoice # Invoice Amt 06/10/16 90,000.00

C-68734

1. Sec. 12. 12. 12. 12. 12. 12. 12.

From: Endurance Resources Holdings II LLC

To: Texas General Land Office

1700 Congress Ave Austin, TX 78701-1495

Vendor Code

TEX004

Check Date 06/19/2016

Check Amount \$90,000.00

Check Number A-10233

Invoice Amt Invoice # 90,000.00 06/10/16

16/12/01

Drew Reid

From:

Deborah Cantu

Sent:

Tuesday, July 12, 2016 11:23 AM

To:

Christine Delgado; Geneva Castro; Susan Sergent

Cc:

Drew Reid

Subject:

Reg. 16712701

I need a copy of this check please. It should be coded as 121 for MF111869 as bonus.

Thanks,

Deborah A. Cantu Landman, Energy Resources Texas General Land Office 512-305-8598 512-475-1404 (fax)

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	74	. /
1		

File No.	1869	
	eres	County
-n	lon a	
Date Filed:	7-15.	16
George	P. Bush, Comm	issioner

AGREEMENT EXTENDING OBLIGATION TO DRILL UNDER CONTINUOUS DRILLING PROGRAM

THIS AGREEMENT EXTENDING OBLIGATION TO DRILL UNDER CONTINUOUS DRILLING PROGRAM (this "Agreement") is made by and between the State of Texas, acting by and through its agents, the owners of the soil of that certain land situated in Reeves County, Texas, described in the Leases (defined below), namely, Ola Kathleen Parker, Independent Executor of the Estate of J. Loyd Parker, III, Deceased, Allison Renee Parker, Michelle Elise Parker Jordan, Pamela Parker Clifton, Christopher Mathew Clifton, Cale Andrew Clifton, Kelli Clifton Gossmann, McCamey Farm & Ranch, L.P., a Texas limited partnership, Robin Lee Young, and Young Cottonwood Oil and Gas, LP, a Texas limited partnership (collectively, "Owners of the Soil"), and Endurance Resources Holdings, II, LLC, a Delaware limited liability company ("Lessee") (Lessee and the Owners of the Soil are each sometimes referred to as a "Party", and together are referred to as the "Parties") on this 3. day of May 2016.

RECITALS

A. Lessee is the successor-in-interest to Legend Natural Gas IV, LP, the original lessee ("Legend"), under the following oil and gas leases (the "Leases") recorded at the referenced Volume and Page of the Official Public Records of Reeves County, Texas:

Volume	<u>Page</u>	
882	625	
882	605	
882	615	
882	635	
882	645	
882	655	
882	595	

Sec.: 22,27,34,38, 46,47.48 BK. 33 PSL 4445.7 AC

provided, however, that Lessee is not the successor-in-interest to Legend under the Leases with respect to any interest, leasehold or otherwise, in and to any portion of Section 1, Block 55, Public School Land Survey, Reeves County, Texas ("Section 1"), any right, title or interest in said Section 1 being expressly disclaimed by Lessee.

- B. The undersigned Owners of the Soil are the original owners of the soil, successors-in-interest to the original owners of the soil, and/or the assignees of the original owners of the soil under the Leases, and are acting as agents of the State of Texas under this Agreement.
- C. The Texas General Land Office's ("GLO") approval of this Agreement is evidenced by the signature of Drew Reid, a duly authorized employee of the GLO, below.

- D. The Section 1 of Exhibit "A" to the Leases provides, in part:
 - If, at the expiration of the primary term, this lease is being maintained in force under any provision of the lease, or within 180 days prior to the expiration of the primary term Lessee has completed a well as a dry hole or commenced a well on the leased premises or lands pooled therewith, or Lessee is then engaged in operations on the leased premises or lands pooled therewith, Lessee agrees to begin a continuous drilling program within 180 days after the end of the primary term or within 180 days after completion of such well or the cessation of such operations, whichever is the later date; and thereafter to carry on the continuous drilling program on the leased premises or lands pooled therewith until all proration units have been drilled, allowing not more than 180 days to elapse between completion of one well and the commencement of the succeeding well.
- E. Lessee represented that it commenced drilling of the the Gateway 22-2H Well (API #42-389-34930) on lands covered by the Leases prior to the expiration of the primary terms of the Leases, and completed such Well on November 20, 2015; and the Owners of the Soil have not disputed such dates.
- F. Lessee requested an extension of time to fulfill its obligation to commence the next succeeding well under the continuous drilling program described in Section 1 of Exhibit "A" to the Leases.
- G. The Owners of the Soil have agreed to extend the date by which Lessee must commence its next succeeding well required by the continuous drilling program described in Section 1 of Exhibit "A" to the Leases until November 1, 2016, upon the terms and conditions hereinafter set forth.
- **NOW, THEREFORE**, for and in consideration of the premises, mutual covenants and agreements contained herein and other good and valuable consideration, the receipt and sufficiency of such consideration being hereby acknowledged and confessed by the Parties hereto, the Parties do hereby agree as follows:
- 1. Extension of Continuous Drilling Obligation. The State of Texas, acting by and through its agents, the Owners of the Soil, hereby agrees that Lessee having begun a continuous drilling program under Section 1 of Exhibit "A" to the Leases, may (with respect to the Leases except to the extent the Leases apply to Section 1) satisfy its continuous drilling obligation with respect to the next succeeding well by commencing the next well on the lands described in the Leases (excluding Section 1), or lands pooled therewith, on or before November 1, 2016; provided, however, that the Parties agree that the extension provided for herein does not cover or apply to, or extend any drilling obligation deadline(s) with respect to, or otherwise affect Section 1; Section 1 and the application of the Leases to Section 1 being expressly excluded from the extension provided

for herein. Lessee acknowledges and agrees that if Lessee does not commence another well on the lands described in the Leases (excluding Section 1), or lands pooled therewith, on or before November 1, 2016, the Leases shall terminate in the manner set forth in the Leases. The Parties further agree that there are no third-party beneficiaries under this Agreement.

- One-Time Extension. Lessee acknowledges and agrees that the extension provided for herein is a one-time extension and shall not constitute a course of dealing between the Parties. Lessee further acknowledges and agrees that Lessee shall have no expectation of, or right to, any additional extensions of time to fulfill its obligation to commence other future succeeding wells under the continuous drilling program described in Section 1 of Exhibit "A" to the Leases.
- 4. Consideration. In consideration for the one-time extension described in Section 1 above, Lessee agrees to pay the total sum of ONE HUNDRED EIGHTY THOUSAND DOLLARS (\$180,000.00), and said payment shall be divided equally between the Owners of the Soil and the State of Texas.
- 5. No Waiver of Rights. Nothing contained in this Agreement shall be construed to waive or alter any of the rights and/or obligations of the Parties hereto under the Leases except as specifically provided herein. No Party to this Agreement's failure to assert or address any existing claims or causes of action in this Agreement shall be construed to be a waiver of those claims or causes of action, or otherwise estop the Party holding such claims or causes of action from later asserting those claims or causes of action.
- 6. APPLICABLE LAW. THIS AGREEMENT SHALL BE GOVERNED AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS. THIS AGREEMENT IS PERFORMABLE IN REEVES COUNTY, TEXAS, AND VENUE FOR ANY LEGAL ACTION ARISING OUT OF THIS AGREEMENT SHALL BE IN REEVES COUNTY, TEXAS.
- 7. **AMENDMENTS**. No amendment to this Agreement shall be effective unless it is mutually agreed upon by the Parties, in writing.
- 8. ENTIRE AGREEMENT. This Agreement contains the entire agreement of the Parties, and all prior communications, oral and written, are without any force and effect as it is the specific intent of the Parties that this Agreement alone sets forth the terms on which the Parties have mutually agreed. Each Party specifically agrees that it enters into this Agreement based on its own understanding of the terms hereof and does not rely, in whole or in part, on any interpretation or representation of the other Party.
- HEADINGS. The descriptive headings used in this Agreement have been inserted for convenience of reference only and are to be afforded no significance in the interpretation or construction of this Agreement.

3.

10. <u>MULTIPLE COUNTERPARTS</u>. This Agreement may be executed in two or more counterparts, each of which is deemed an original but all constitute one and the same instrument.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK SIGNATURES ON FOLLOWING PAGE]

Estate of J. Loyd Parker, III, DECEASED	
	Allison Renee Parker
By: Ola Kathleen (Parker) Ola Kathleen Parker	Michelle Elisa Parker Jordan
Title: Independent Executor	*
Pamela Parker Clifton	Christopher Matthew Clifton
Cale Andrew Clifton	Kelli Clifton Gossmann
McCamey Farm & Ranch, L.P., a Texas limited partnership	Robin Lee Young
By:	
Young Cottonwood Oil and Gas, LP, a	LESSEE
Texas limited partnership	Endurance Resources Holdings II, LLC
Ву:	Ву:
Title:	Title:
APPROVED:	
Texas General Land Office	
By: Drew Reid	
Title: (ANDMAN)	

Estate of J. Loyd Parker, III, DECEASED	Allison Renee Parker
By:	Michelle Elisa Parker Jordan
Damela Sasker Cufton Pamela Parker Clifton	Christopher Matthew Clifton
Cale Andrew Clifton	Kelli Clifton Gossmann
McCamey Farm & Ranch, L.P., a Texas limited partnership	Robin Lee Young
By: Title:	
Young Cottonwood Oil and Gas, LP, a Texas limited partnership	LESSEE Endurance Resources Holdings II, LLC
By:	By:
APPROVED:	
Texas General Land Office	
By: Drew Reid Title:	

Estate of J. Loyd Parker, III, DECEASED	
	Allison Renee Parker
Bv.	
By:Ola Kathleen Parker	Michelle Elisa Parker Jordan
Title: Independent Executor	
Pamela Parker Clifton	Christopher Matthew Clifton
Cale Andrew Clifton	Kelli Clifton Gossmann
MaCaman Farm & Danah D. a Tayas	
McCamey Farm & Ranch, L.P., a Texas limited partnership	Robin Lee Young
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By: Title:	
Young Cottonwood Oil and Gas, LP, a	LESSEE
Texas limited partnership	Endurance Resources Holdings II, LLC
By:	By:
Title:	
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APPROVED:	
Texas General Land Office	
By: Drew Reid	
Title:	

Estate of J. Loyd Parker, III, DECEASED	
	Allison Renee Parker
By:Ola Kathleen Parker	
Ola Kathleen Parker Title: Independent Executor	Michelle Elisa Parker Jordan
Pamela Parker Clifton	Christopher Matthew Clifton
Cale Andrew Clifton	Kelli Clifton Gossmann
McCamey Farm & Ranch, L.P., a Texas limited partnership By: Title: Manage of Capacita Multi-	Robin Lee Young
Young Cottonwood Oil and Gas, LP, a Texas limited partnership	LESSEE Endurance Resources Holdings II, LLC
By:	By:
APPROVED:	
Texas General Land Office	
By: Drew Reid	
Title:	

Estate of J. Loyd Parker, III, DECEASED	
,	Allison Renee Parker
By:Ola Kathleen Parker	Michelle Elisa Parker Jordan
Title: Independent Executor	
Pamela Parker Clifton	Christopher Matthew Clifton
Cale Andrew Clifton	Kelli Clifton Gossmann
McCamey Farm & Ranch, L.P., a Texas limited partnership	Robin Lee Young
By:	
Young Cottonwood Oil and Gas, LP, a Texas limited partnership	LESSEE
	Endurance Resources Holdings II, LLC
By: Junia Bensly Joseph	Ву:
Title.	Title:
APPROVED:	
Texas General Land Office	
By:	
Title:	

Estate of J. Loyd Parker, III, DECEASED	Allison Renee Parker
By:Ola Kathleen Parker Title: Independent Executor	Michelle Elisa Parker Jordan
Pamela Parker Clifton	Christopher Matthew Clifton
Cale Andrew Clifton	Kelli Clifton Gossmann
McCamey Farm & Ranch, L.P., a Texas limited partnership	Robin Lee Young
By:	
Young Cottonwood Oil and Gas, LP, a Texas limited partnership	LESSEE Endurance Resources Holdings II, LLC
By:	By:
APPROVED: Texas General Land Office	Title:
By: Drew-Reid Title: (AND MAN)	

Estate of J. Loyd Parker, III, DECEASED	
	Allisøn Renee Parker
D	Illidelle Tier orday
By: Ola Kathleen Parker	Michelle Elisa Parker Jordan
Title: Independent Executor	Witchelle Elisa Parker Jordan
The mappina in Executor	
Pamela Parker Clifton	Christopher Matthew Clifton
Cale Andrew Clifton	Kelli Clifton Gossmann
McCamey Farm & Ranch, L.P., a Texas limited partnership	Robin Lee Young
By: Title:	
Young Cottonwood Oil and Gas, LP, a	LESSEE
Texas limited partnership	
	Endurance Resources Holdings II, LLC
Ву:	
Title:	Ву:
Title.	Title:
APPROVED:	
Texas General Land Office	
By: Drew Reid	
Drew Reid	
Title:	

OWNERS OF THE SOIL ACTING AS AGENTS FOR THE STATE OF TEXAS

Estate of J. Loyd Parker, III, DECEASED	Allison Renee Parker
By:Ola Kathleen Parker	Michelle Elisa Parker Jordan
Title: Independent Executor	Christopher Matthew Cliffon 15
Pamela Parker Clifton	Christopher Matthew Clifton (5)
Cale Andrew Clifton	Kelli Clifton Gossmann
McCamey Farm & Ranch, L.P., a Texas limited partnership	Robin Lee Young
By: Title:	
Young Cottonwood Oil and Gas, LP, a Texas limited partnership	LESSEE Endurance Resources Holdings II, LLC
Ву:	Ву:
Title:	Title:
APPROVED:	
Texas General Land Office	
By:	
Title:	

AGREEMENT EXTENDING CONTINUOUS DRILLING PROGRAM I:\02364\0019\10W7664.DOCX

Page 5 of 5

Estate of J. Loyd Parker, III, DECEASED	Allison Renee Parker
By: Ola Kathleen Parker Title: Independent Executor	Michelle Elisa Parker Jordan
Pamela Parker Clifton	Christopher Matthew Clifton
Cale Andrew Clifton	Kelli Clifton Gossmann
McCamey Farm & Ranch, L.P., a Texas limited partnership	Robin Lee Young
By: Title:	
Young Cottonwood Oil and Gas, LP, a Texas limited partnership	LESSEE Endurance Resources Holdings II, LLC
By:	By:
APPROVED:	
Texas General Land Office	
By:	

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be duly executed to be effective as of the date first above written.

OWNERS OF THE SOIL ACTING AS AGENTS FOR THE STATE OF TEXAS

. . . .

Estate of J. Loyd Parker, III, DECEASED	
	Allison Renee Parker
By:	
By:Ola Kathleen Parker Title: Independent Executor	Michelle Elisa Parker Jordan
Pamela Parker Clifton	Christopher Matthew Clifton
Cale Andrew Clifton	Kelli Clifton Gossmann
McCamey Farm & Ranch, L.P., a Texas limited partnership	Robin Lee Young
Ву:	
Title:	
Young Cottonwood Oil and Gas, LP, a	LESSEE
Texas limited partnership	Endurance Resources Holdings II, LLC
Ву:	By:
Title:	Title:
APPROVED:	
Texas General Land Office	
By: Drew Reid	
Title:	

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OWNERS OF THE SOIL ACTING AS AGENTS FOR THE STATE OF TEXAS

44 1 -

Estate of J. Loyd Parker, III, DECEASED	Allison Renee Parker
By:Ola Kathleen Parker Title: Independent Executor	Michelle Elisa Parker Jordan
Pamela Parker Clifton	Christopher Matthew Clifton
Cale Andrew Clifton	Kelli Clifton Gossmann
McCamey Farm & Ranch, L.P., a Texas limited partnership	Robin Lee Young
By: Title: Young Cottonwood Oil and Gas, LP, a Texas limited partnership By:	LESSEE Endurance Resources Holdings II, LLC
Title:	By: CED
APPROVED:	
Texas General Land Office	
By: Drew Reid Title:	

25

File No	111869	
	Reever	_County
	AGneement	
Date Filed	7.15.16	
	George P. Bush, Commissioner	

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Joy McCauley

From: Jason South < jason@enduranceresourcesllc.com>

Sent: Tuesday, June 21, 2016 10:54 AM

To: Joy McCauley

Cc: Drew Reid; Mary Van Pelt

Subject: Cessation of Production-ST TX MF 111869 (A-G)

Joy,

Per paragraph #13 of the Relinquishment Act Lease Oil and Gas Lease Form, Endurance is to give written notice to the General Land Office within 30 days of cessation of production. Endurance's State Gateway 22 #2H well (API #42-389-34930), which is located in Section 22, BLK 53, PSL Survey, Reeves County, Texas, ceased producing on June 2, 2016. Endurance is currently upgrading our facilities and we expect to have production re-established in mid-July 2016. The lease number for the leases this well pertains to is ST TX MF 111869 (A-G).

Please let me know if you need any additional information in order to keep our leases in good standing and active. I will send a follow up email when production has been re-established. Hope you have a great day.

Sincerely,

Jason

Jason South, CPL Land Manager Endurance Resources LLC 203 West Wall, Suite 1000 Midland, Texas 79701 Work: (432) 242-4683 Cell: (432) 210-1368



File No. MF11869

ROOMS
County

Notice of Cessation of Production

Date Filed: 08 | 30 | 2016

George P. Bush, Commissioner

By

Joy McCauley

From: Jason South < jason@enduranceresourcesllc.com>

Sent: Tuesday, August 16, 2016 8:54 AM

To: Joy McCauley
Cc: Drew Reid

Subject: Production Reestablished-ST TX MF 111869 (A-G)

Attachments: doc20160816085202.pdf

Joy,

Production has been reestablished for leases ST TX MF 111869 (A-G). Please find attached the report showing the work that was done to reestablish production. Please let me know if you need any additional information. Hope you have a great one.

Thanks,

Jason

Jason South, CPL Land Manager Endurance Resources LLC 203 West Wall, Suite 1000 Midland, Texas 79701 Work: (432) 242-4683 Cell: (432) 210-1368



From: Drew Reid [mailto:Drew.Reid@GLO.TEXAS.GOV]

Sent: Tuesday, June 21, 2016 12:35 PM

To: Jason South < jason@enduranceresourcesllc.com>

Subject: RE: Cessation of Production-ST TX MF 111869 (A-G)

Thanks Jason

Drew Reid Texas General Land Office Energy 512-475-1534

From: Jason South [mailto:jason@enduranceresourcesllc.com]

Sent: Tuesday, June 21, 2016 10:54 AM

To: Joy McCauley < Joy. McCauley@GLO. TEXAS. GOV >

Cc: Drew Reid < <u>Drew.Reid@GLO.TEXAS.GOV</u>>; Mary Van Pelt < <u>mary@enduranceresourcesllc.com</u>> Subject: Cessation of Production-ST TX MF 111869 (A-G)

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Sincerely,

Jason

Jason South, CPL Land Manager Endurance Resources LLC 203 West Wall, Suite 1000 Midland, Texas 79701 Work: (432) 242-4683 Cell: (432) 210-1368



Endurance Resources LLC
Gateway 22-2H Reeves County, Texas
Amine Treating Installation-Project Summary

Project Summary: The Gateway 22-2H well is completed in the Wolfcamp A interval and commenced production after drilling and completion operations on November 28, 2015. The well ultimately started producing H2S in concentrations that exceeded the treating capabilities of commercial gathering in the area and low concentration treating options at the lease level. In order to comply with TCEQ rules and regulations, Endurance filed the required PBR's and Title V permits to install Amine treating facilities on the Gateway lease. Arcadis filed the required permits on behalf of Endurance and Kinder Morgan was contracted to model, construct and operate the appropriate size treating facility. The Gateway 22-2H well ceased to produce on June 2, 2016 as required to be in compliance with applicable rules and regulations until treating was installed and the proper permits received.

Kinder Morgan arrived on location on July 5, 2016 to prep the site for the Amine plant delivery and installation. Plant installation was completed on July 18, 2016. Endurance completed modifications to the existing Gateway battery to tie -in the Amine Facility on July 22, 2016. Plant Shake down started on Tuesday, August 11, 2016 and processed gas sales were online on August 11, 2016, after obtaining Certificate of Completeness from the TCEQ. The following is a summary of Kinder Morgan's daily ops. Attached are pictures of the installed Amine facility at the Gateway lease.

KINDER MORGAN'S WORK SUMMARY:

July 5, 2016 - Traveled to location, Jimmie 12 hrs. R&W crew 10 hrs. Nueman Welding 10 hrs.

July 6, 2016 – Laid out timbers for skids. TNT crane set up and staged the equipment. Unloaded and set regen (26,000 lb), gas train (92,000 lb), contactor (54,000 lb), still (18,000 lb), vent scrubber, and doghouse. 12 hrs. EL Farmer and Pioneer delivered the equipment. The timbers and parts did not arrive on time. The Cranes were delayed because of this and the two welders were not able to begin work when we wanted them today. Neumann 13 hrs. United Rentals manlift, forklift, Worx Construction trash trailer, and Pot-A-Potty arrived.

July 7, 2016 – Started fabrication of lean and rich amine lines. Crew screwed 1" pipe for drains 13 hrs. Set water tank. Set vent scrubber on concrete blocks, connected gas train drains together with 2" pipe, also moved pipe to welders with fork lift. Neuman 13 hrs.

July 8, 2016 – Continued to fab 2" pipe for amine and screw 1" pipe for drains. Started on 4" vent pipe. 14 hrs.

July 9, 2016 – Continued on 4" pipe. Completed 2" amine lines. Continued screwing 1" & 2" pipe for back welding. 14 hrs. Connected 1" fuel gas line from gas train to fuel gas scrubber on plant, also running 1" air line from gas train to regen skid, installed 2" line from flash tank back to charcoal filter on regen skid, installed 2" line from flash tank back to charcoal filter on regen skid. Neuman 14 hrs.

July 10, 2016 - X-rayed lean amine line. Had 5 burst welds. Rewelded. Screwing 1" and 2" pipe for back welding. 10 hrs. From 10:00 a.m. to 2:00 p.m. one welder had to repair 5 welds on the LA line in between the solution pumps and the contactor twice. We charged this time back to Neuman. Ran 1" threaded pipe from vent scrubber to the slop line on the gas train. Installed 4" line from the reflux

accumulator to the vent scrubber. Helped welders to back weld 1" line from the pump on the gas train back to the system. Neuman 12 hrs.

July 11, 2016 – Electricians traveled (3). Instrument air drier arrived. Desert NDT invoice. Installed meter run on vent scrubber outlet. Also installed pipe from the vent scrubber to the meter run. Ran 1" line from the vent scrubber back to the makeup line on the still column. Set concrete blocks for the 4" flare line. Neuman 14 hrs. Fab 4" vent line from vent scrubber to flare. Fab pipe for meter and vent scrubber.

July 12, 2016 – Finished up the 4" piping for the vent line. Continued the back welding for the dump lines including the vent scrubber dump lines. Will need to build supports for level controller on contactor. Shawcor had to come back to x-ray and hydro those 5 welds on the LA line. Three KM electricians arrived and started running conduit to contactor on gas train. Amine storage tank arrived. Neuman 14 hrs. Finished 4" line and bridles. Weld 1" fittings, weld flare pipe and build supports.

July 13, 2016 – Two welders, three electricians, one crew. Instrument air compressor to arrive. Supports for LC on contactor. Pipe support wire to dog house. Fixed water tank. KM electricians continued running conduit on gas train skid. Crew set and connected amine and water tank by regen skid. Poured concrete for the air compressor block. Installed bridles on the amine contactor. Unloaded instrument air compressor from truck. Neuman 10 hrs. One welder traveled back home. One welder welded fitting of bridle, welded on the bottle of the level switch.

July 14, 2016 – Setting dog house in correct place, painting, run tubing. Crew primed all pipe and supports. Began painting 4" vent line. Set a connected instrument air compressor and connected it to the amine plant. Put carbon inside carbon filter. Neuman one welder traveled home 10 hrs.

July 15, 2016 – Crew traveled home. Reboiler issues. There are no threads on (2) sight glass bridles, (2) bridle, (1) drain on the bottom of the reboiler. Oil needed for instrument air compressor. KM electricians finished up conduit on gas train and started on interconnecting conduit.

July 16, 2016 – KM electricians finished running all conduit and started pulling wire to j-boxes and dog house.

July 17, 2016 – KM electricians completed all terminations at j-boxes and end devices.

July 18, 2016 - KM electricians traveled home.

. . .

ENDURANCE COMPLETES GATEWAY BATTERY TIE-IN TO GATEWAY AMINE FACILITY:

July 19-July 22, 2016 Roustabouts finish tie-in between battery and amine plant. Electricians set H2S Analyzer and related battery automation.

SHAKE DOWN AND START UP OPERATION TO OBTAIN PRODUCTION:

August 9, 2016 – Painting, back welding the threads in the (5) 1" plugs on the reboiler level controllers and bridles, building a step up the level controller on the amine contactor. One foreman and two guys from R&W crew. One welder from Kinder Morgan to fix the threads on the reboiler. Put in the oil for the instrument air compressor.

August 10, 2016 – Perform the post project safety review meeting. TCEQ air permit given to Endurance Resources, LLC.

August 11, 2016 – Begin water washing the plant. Purge the gas side of the plant and hold pressure in the contactor. Production resumed on St. Gateway 22-2H well.

File No. MF11869

RONES

County

Notice of Reestablished Production

Date Filed: 08 30 2016

George P. Bush, Commissioner

By



TEXAS GENERAL LAND OFFICE GEORGE P. BUSH. COMMISSIONER

October 19, 2016

Mary Van Pelt, Sr. Land Coordinator Endurance Resources LLC 15455 Dallas Parkway, Suite 1050 Addison, Texas 75001

Re:

GLO Assignment ID #9849, Reeves County

MF111869 A-G, MF112396, MF112449 (Expired), MF112450 (Expired), MF112451, MF112452, MF112453 (Expired), MF112682 A-I, MF112779 A-C (all Expired), MF113530 (Expired), MF113664, MF114473 A-N, MF116193 (Expired)

Dear Mr. Cooper:

The General Land Office received the following instrument and has filed it in the appropriate files.

Assignment, Bill of Sale and Conveyance, effective 06/23/15 from Nadel and Gussman Permian, L.L.C., Assignor to Endurance Resources Holdings II, LLC, Assignee. Filed for record under Vol. 1206, Pg. 0371.

Filing fees in the amount of \$1,050.00 were received in connection with the above assignment.

Please feel free to contact me at (512) 463-5407 or email carl.bonn@glo.texas.gov if you have further questions.

Best Regards,

Carl Bonn, CPL

Mineral Leasing-Energy Resources





August 30, 2016

TEXAS GENERAL LAND OFFICE ATTN: CARL BONN 1700 N CONGRESS AVE AUSTIN TX 78701-1495

Dear Mr. Bonn:

I have enclosed **CERTIFIED COPIES** of the following Assignments between Endurance Resources Holdings II, LLC and Nadel and Gussman Permian, L.L.C. for your review and further handling along with Check No. 10341 in the amount of \$1,075.00 (\$25.00 x 43 leases) processing fee.

9849

1) Assignment, Bill of Sale and Conveyance effective 6/23/15 from Nadel and Gussman Permian, L.L.C. to Endurance Resources Holdings II, LLC of Exhibit A leases/lands PSL Survey Recorded Vol. 1206 Pg. 0378 – 15-09818.

9850

Partial Assignment of Oil and Gas Leases 11/16/15, effective 9/29/15 – Endurance Resources Holdings II, LLC to Nadel and Gussman Permian, L.L.C. covering N/2 NW/4 SE/4 Section 28 Block 56, N/2 Section 36 Block 53, E/2 Section 28, S/2 & NE/4 Section 35 & W/2 Section 37 Block 53, all PSL Survey Recorded Vol. 1223 Pg. 0565 - 15-12244.

My telephone number is 214/996-0906 or email me at mary@enduranceresourcesllc.com if you need anything further. Thank you for your time and assistance in this matter.

Sincerely.

Mary Van Pelt

Senior Land Coordinator

Enclosures (2 Assignments)



Invoice #

072216

From: Endurance Resources Holdings II LLC

To: Texas General Land Office
1700 Congress Ave
Austin, TX 78701-1495

Invoice Amt

1,075.00

Vendor Code TEX004

Check Date 07/22/2016 Check Amount \$1,075.00

Check Number A-10341

From: Endurance Resources Holdings II LLC

Texas General Land Office To:

1700 Congress Ave Austin, TX 78701-1495

Vendor Code **TEX004**

Check Date 07/22/2016

Check Amount \$1,075.00

Check Number A-10341

Invoice # 072216

Invoice Amt 1,075.00

NC = Free Royalty "NC" No charge for filting

Pay TX GLO \$25.00 each lease

		/			Land W.		
			N DIVI		Acquisition		
count	Lessor	Lanca Tuna	% Billing Interest Bonus	Other Costs Lease Status	Effective Date Acquired From	Lessee	Lease Date SECTION-BLOCK (TX)
Couri	ALLISON RENEE PARKER - ST TX MF 111869E ✓	,,,					
2	J LOYD PARKER III - ST TX MF 111869B	TX GLO	85% 85%	\$553,257.00 Active	Apr 14 2015 Nadel & Gussman Permian LLC Apr 14 2015 Nadel & Gussman Permian LLC		Sep 01 2010 22-53 27-53, 34-53, 38-53, 46-53, 47-53, 48-53
2	JAMES BEASLEY YOUNG III - ST TX MF 111869C		85%	\$1,844,191.00 Active		·	Sep 01 2010 22-53, 27-53, 34-53, 38-53, 46-53, 47-53, 48-53
3		TX GLO		\$737,676.00 Active	Apr 14 2015 Nadel & Gussman Permian LLC		Sep 01 2010 22-53, 27-53, 34-53, 38-53, 46-53, 47-53, 48-53
	The state of the s	TX GLO	85%	\$1,475,352.00 Active			Sep 01 2010 22-53, 27-53, 34-53, 38-53, 46-53, 47-53, 48-53
5	MICHELLE E JORDAN - ST TX MF 111869F	TX GLO	85%	\$553,257.00 Active	Apr 14 2015 Nadel & Gussman Permian LLC		Sep 01 2010 22-53, 27-53, 34-53, 38-53, 46-53, 47-53, 48-53
5	PAMELA PARKER CLIFTON - ST TX MF 111869A	TX GLO	85%	\$2,950,704.00 Active			Sep 01 2010 22-53, 27-53, 34-53, 38-53, 46-53, 47-53, 48-53
,	ROBBIN LEE YOUNG - ST TX MF 111869D	TX GLO	85%	\$737,676.00 Active	Apr 14 2015 Nadel & Gussman Permian LLC		Sep 01 2010 22-53, 27-53, 34-53, 38-53, 46-53, 47-53, 48-53
8	SANDRA KORNEGAY METCALF ET AL - ST TX MF 113664 ✓	TX GLO	85%	\$340,531.00 Active	Apr 14 2015 Nadel & Gussman Permian LLC		Aug 26 2011 23-53
9	LOWE ROYALTY PARTNERS LP - ST TX MF 117612 V	TX GLO	85% \$2,520,000.00			ENDURANCE RESOURCES HOLDINGS II	
10	CARTER JONOTHAN COLEMAN - ST TX MF 117757 - NC	TX GLO	85%	\$14,574.00 Active	Apr 14 2015 Nadel & Gussman Permian LLC		Aug 30 2011 28-56
11	CHARLES R MEEKER TRUST U/A 7/6/1992 6/5/98 - ST TX MF 117756 ~	TX GLO	85%	\$35,352.00 Active	Apr 14 2015 Nadel & Gussman Permian LLC	PETROHAWK PROPERTIES LP	Apr 28 2011 28-56
12	FRANCES A POLLARD - DECEASED - ST TX MF 117757 -	TX GLO	85%	\$97,157.00 Active	Apr 14 2015 Nadel & Gussman Permian LLC	PETROHAWK PROPERTIES LP	Aug 30 2011 28-56
13	H L HAWKINS JR INC - ST TX MF 117757 -NC	TX GLO	85%	\$565,144.00 Active	Apr 14 2015 Nadel & Gussman Permian LLC	PETROHAWK PROPERTIES LP	Mar 03 2011 28-56
14	JILL HOLT BELL AKA JILL PERRY HOLT - ST TX MF 117757 -	TX GLO	85%	\$29,147.00 Active	Apr 14 2015 Nadel & Gussman Permian LLC	PETROHAWK PROPERTIES LP	Aug 30 2011 28-56
15	LIFETIME BENEFIT OF L H MEEKER ET AL - ST TX MF 117758 _	TX GLO	85%	\$70,704.00 Active	Apr 14 2015 Nadel & Gussman Permian LLC	PETROHAWK PROPERTIES LP	Feb 09 2011 28-56
16	MEEKER INVESTMENTS INC - ST TX MF 117758 -	TX GLO	85%	\$70,704.00 Active	Apr 14 2015 Nadel & Gussman Permian LLC	PETROHAWK PROPERTIES LP	Feb 09 2011 28-56
17	NEAL LEE BINGHAM - ST TX MF 117754 -	TX GLO	85%	\$85,000.00 Active	Apr 14 2015 Nadel & Gussman Permian LLC	PETROHAWK PROPERTIES LP	Feb 09 2011 28-56
18	WILLIAM PERRY COLEMAN - ST TX MF 117757 - 117755 N/O	TX GLO	85%	\$14,574.00 Active	Apr 14 2015 Nadel & Gussman Permian LLC	PETROHAWK PROPERTIES LP	Aug 30 2011 28-56
19	WINDI GRIMES SOLE TRUSTEE OF THE AWP 1983 TRUST - ST TX MF 117758		85%	\$35,352 00 Active			Feb 09 2011 28-56
20	DONNA J SPIVEY - ST TX MF 112682H 🗸	TX GLO	85%	\$31,875.00 Active			Feb 09 2011 30-56
21	JANIS DEE BOURLAND HELMEY - ST TX MF 112682A ✓	TX GLO	85%	\$276,250.00 Active			Feb 09 2011 30-56
22	JEFFERY ALLAN WILSON - ST TX MF 112682D 🗸	TX GLO	85%	\$201,875.00 Active			Feb 09 2011 30-56
23	LEWIS KEITH LYNN - ST TX MF 112682C V	TX GLO	85%	\$212,500,00 Active			Feb 09 2011 30-56
24	MARY HUEBSCH - ST TX MF 112682G	TX GLO	85%	\$63,750.00 Active		PETROHAWK PROPERTIES LP	Feb 09 2011 30-56
25	MICHAEL LYNN BOURLAND - ST TX MF 112682B	TX GLO	85%	\$276,250.00 Active			Feb 09 2011 30-56
26	TIM WILSON - ST TX MF 112682E	TX GLO	85%	\$201,875.00 Active			Feb 09 2011 30-56
27	TOWANA SPIVEY - ST TX MF 112682I	TX GLO	85%	\$31.875.00 Active	Apr 14 2015 Nadel & Gussman Permian LLC		Feb 09 2011 30-56
28	WEETONA STANLEY - ST TX MF 112682F *	TX GLO	85%	\$63,750.00 Active			Feb 09 2011 30-56
29	DELA MINERALS INC - ST TX MF112396	TX GLO	85%	\$1,360,000,00 Active			Jan 21 2011 32-56
30	ALAN R ZEMAN - ST TX MF114473D	TX GLO	85%	\$28.333.00 Active	Apr 14 2015 Nadel & Gussman Permian LLC	Y	May 24 2012 48-53
31	BARBARA ELIZABETH JOHNSON DODSON - ST TX MF114473K	TX GLO	85%	\$3.140.00 Active			May 24 2012 48-53
32	BILLIE NELL EASTLAND - ST TX MF114473E	TX GLO	85%	\$13,458.00 Active	Apr 14 2015 Nadel & Gussman Permian LLC		May 24 2012 48-53
33	CHRISTINA C STAPLETON ET AL - ST TX MF114473C	TX GLO	85%	\$28,333.00 Active		PETROHAWK PROPERTIES LP	May 24 2012 48-53
34	GEORGE M CROSS - ST TX MF114473L	TX GLO	85%	\$28,333.00 Active	Apr 14 2015 Nadel & Gussman Permian LLC Apr 14 2015 Nadel & Gussman Permian LLC		May 24 2012 48-53
35	JAMES G CRAWFORD - ST TX MF114473M	TX GLO	85%	\$897.00 Active	Apr 14 2015 Nadel & Gussman Permian LLC Apr 14 2015 Nadel & Gussman Permian LLC		May 24 2012 46-53 May 24 2012 48-53
36	KARA L KEYZER ET AL - ST TX MF114473B	TX GLO	85%	\$28,333.00 Active	Apr 14 2015 Nadel & Gussman Permian LLC Apr 14 2015 Nadel & Gussman Permian LLC		May 24 2012 48-53 May 24 2012 48-53
37	LYNN SWIGART - ST TX MF114473A	TX GLO	85%		4	PETROHAWK PROPERTIES LP	
38	RACHEL MORTON NIXON ET AL - ST TX MF114473J			\$28,333.00 Active		PETROHAWK PROPERTIES LP	May 24 2012 48-53
39	RONALD DAVID COODY ET AL - ST TX MF1144731	TX GLO	85%	\$4,486.00 Active			May 24 2012 48-53
40	#4. (TH) 2. (T) 2. (T) 2. (T) 1. (T)	TX GLO	85%	\$4,486.00 Active	Apr 14 2015 Nadel & Gussman Permian LLC		May 24 2012 48-53
40	ROSS A GILSON ET AL - ST TX MF114473H	TX GLO	85%	\$6,729.00 Active		PETROHAWK PROPERTIES LP	May 24 2012 48-53
	WILLIAM KINARD CROUCH - ST TX MF114473N	TX GLO	85%	\$449.00 Active	Apr 14 2015 Nadel & Gussman Permian LLC		May 24 2012 48-53
42	WILLIAM MILTON BEVILL ET AL - ST TX MF114473F	TX GLO	85%	\$13,458.00 Active		PETROHAWK PROPERTIES LP	May 24 2012 48-53
43	WORTH W ROSS ET AL - ST TX MF 114473G	TX GLO	85%	\$6,729.00 Active	Apr 14 2015 Nadel & Gussman Permian LLC	PETROHAWK PROPERTIES LP	May 24 2012 48-53
	\$ 1,075.00						



15 Qualiti THIS HORRED ORD REPOSITION NO. TO AS UNION 2015 AUG. 1956. TH

15-Q9818
FILED FOR RECORD
REEVES COUNTY, TEXAS
Oct 20, 2015 at 02:10:00 PM

After Recording, Return to:

Endurance Resources Holdings II, LLC 15455 Dallas Parkway, Suite 1050 Addison, Texas 75001 Attn: Mary Van Pelt

Off 6-23-15

85%

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

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STATE OF TEXAS
COUNTY OF REEVES

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ASSIGNMENT, BILL OF SALE AND CONVEYANCE

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This ASSIGNMENT, BILL OF SALE AND CONVEYANCE (this "Assignment") is from Nadel and Gussman Permian, L.L.C., an Oklahoma limited liability company ("Assignor"), whose address is 601 N. Marienfield, Suite 508, Midland, Texas 79701, to Endurance Resources Holdings II, LLC, a Delaware limited liability company ("Assignee"), whose address is 15455 Dallas Parkway, Suite 1050, Addison, Texas 75001, and is effective as of June 23, 2015 (the "Effective Time").

RECITALS

WHEREAS, Assignor desires to assign to Assignee, and Assignee desires to receive from Assignor, all of Assignor's right, title and interest in the assets and properties described below.

NOW, THEREFORE, for and in consideration of the mutual promises contained herein, the benefits to be derived by each party hereunder and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee agree as follows:

ARTICLE I ASSIGNMENT OF ASSETS

1.1 Assignment. Subject to the terms and conditions of this Assignment, Assignor does hereby ASSIGN, GRANT, CONVEY, TRANSFER and DELIVER to Assignee, and Assignee agrees to acquire, the following interests and properties, including an undivided eighty-five percent (85%) of Assignor's right, title and interest thereto, less and except for the Excluded Assets, such interests and properties described in this Section 1.1, collectively, the "Assets"):

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- A. The oil and gas leases described on <u>Exhibit "A"</u> (including all leasehold estates, working interests, royalty interests, overriding royalty interests, fee mineral interests, net profits interests, net revenue interests, reversionary rights and all other interests therein, whether described or not, and included within the lands covered by the Leases (the "Lands")) (collectively the "Leases");
- B. The fee surface interests, if any, described on Exhibit "B" (the "Properties");
- C. To the extent assignable or transferable, all easements, surface use agreements, rights of way, licenses, permits, servitudes and other rights, privileges, benefits and powers to the extent used in connection with the operation of the Leases or Related Assets (hereinafter defined) (collectively, the "Easements"), including, without limitation, the Easements identified on Exhibit "C";
- D. All the oil and gas and associated liquid or gaseous hydrocarbons in, on and under or that is produced from or are attributable to the Lands, the Leases or the Properties ("Hydrocarbons") from and after the Effective Time;
- E. The drill site pad and all equipment, spare parts and other equipment located in or on the Leases, Lands or Properties and used in the operation thereof which are owned by Assignor, in whole or in part, identified on <u>Exhibit "D"</u> (the "Related Assets");
- F. To the extent assignable, all governmental permits, licenses and authorizations, as well as any applications for the same, related to the Leases, Properties or Related Assets, or the use thereof; and
- G. Electronic copies of Assignor's files, records and data relating to the items described in subsections (A) through (F) above, including, without limitation, all lease, division order and other title records (including title curative documents, title opinions and title reports); surveys, maps; contracts; correspondence; regulatory and all related matters and construction documents; in each case, to the extent related to the Assets but excluding (i) any books, records, data, files, maps and accounting records to the extent disclosure or transfer is restricted by thirdparty agreement or applicable law and the necessary consents to transfer are not obtained, after using commercially reasonable efforts to obtain same, (ii) computer software, (iii) attorney-client privileged communications and work product of Assignor's legal counsel (other than title opinions and title reports), (iv) reserve studies and evaluations, and (v) records relating to the negotiation and consummation of the sale of the Assets (collectively, the "Records"); provided, however, that Assignor may retain copies of such files and other records as Assignor has determined may be required for litigation, tax, accounting, auditing purposes or other purposes, or that are stored as electronic records.





- A. All credits, rebates, refunds, adjustments, accounts, instruments and general intangibles, all bonds posted by Assignor and all insurance claims, all to the extent attributable to the Assets with respect to any period of time prior to the Effective Time;
- B. To the extent monetary settlement for same is received by Assignee or Assignor, all claims of Assignor for refunds of or loss carry forwards with respect to (i) ad valorem, severance or any other taxes attributable to any period prior to the Effective Time, (ii) income or franchise taxes of Assignor, or (iii) any taxes attributable to the other Excluded Assets, and such other refunds, and rights thereto, for amounts paid in connection with the Assets and attributable to the period prior to the Effective Time;
- C. To the extent monetary settlement for same is received by Assignee or Assignor, all proceeds, income or revenues (and any security or other deposits made) attributable to (i) the Assets for any period prior to the Effective Time, or (ii) any other Excluded Assets;
- All of Assignor's proprietary computer software, technology, patents, trade secrets and other intellectual property;
- E. All of Assignor's rights and interests in geological and geophysical data;
- All documents and instruments of Assignor that are protected by an attorneyclient privilege (other than title opinions and title reports);
- G. Data and other information that cannot be disclosed or assigned to Assignee as a result of confidentiality or similar arrangements under agreements with persons unaffiliated with Assignor;
- H. Any and all files, records, contracts and documents relating to Assignor's efforts to sell the Assets (or any other discussions or negotiations regarding the sale or other disposition of any of the Assets), including any research, valuation or pricing information prepared by Assignor and/or its consultants in connection therewith, and any bids received for such interests and information and correspondence in connection therewith;
- I. All corporate, partnership, and income tax records of Assignor;
- J. All claims arising from acts, omissions or events, or damage to or destruction of the Assets before the Effective Time and all rights, titles, claims and interests of Assignor related thereto (i) under any policy or agreement of insurance or indemnity, (ii) under any bond or letter of credit, or (iii) to any insurance or condemnation proceeds or awards;



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- K. All leasehold not listed on Exhibit "A";
- L. Any logo, service mark, copyright, trade name or trademark of or associated with Assignor or any Assignor's affiliate or any business of Assignor or of any Assignor's affiliate; and

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M. A nonexclusive, non-transferable right to use for internal business purposes only any logs, maps, seismic data, engineering data and reports, reserve studies and evaluations, and other data and information being transferred as a part of the Assets.

ARTICLE II SPECIAL WARRANTY; DISCLAIMERS; CERTAIN DEFINITIONS

- 2.1 Special Warranty. Assignor hereby binds itself, its successors and assigns to warrant and forever defend all and singular title to the Assets for claims arising by, through or under Assignor, but not otherwise.
 - 2.2 Disclaimers of Warranties and Representations.
 - Information About the Assets. Assignor disclaims all liability and responsibility A. for any representation, warranty, statements or communications (orally or in writing) to Assignee, including any information contained in any opinion, information or advice that may have been provided to Assignee by any employee, officer, director, agent, consultant, engineer or engineering firm, trustee, representative, investment banker, financial advisor, partner, member, beneficiary, stock holder or contractor of Assignor whenever and however made, including those made in any data room or internet site and any supplements or amendments thereto or during any negotiations with respect to the Letter Agreement or any confidentiality agreement previously executed by the Parties with respect to the Assets, excepting only those mutual representations and warranties expressly set forth in the Letter Agreement. FURTHER, EXCEPT AS EXPRESSLY SET FORTH IN THE LETTER AGREEMENT OR THIS ASSIGNOR MAKES NO WARRANTY ASSIGNMENT, REPRESENTATION, EXPRESS, STATUTORY OR IMPLIED, AS TO (i) THE ACCURACY, COMPLETENESS OR MATERIALITY OF ANY DATA, FURNISHED TO ASSIGNEE INFORMATION OR RECORDS CONNECTION WITH THE ASSETS OR OTHERWISE CONSTITUTING A PORTION OF THE ASSETS; (ii) THE PRESENCE, QUALITY AND QUANTITY OF OIL AND GAS RESERVES (IF ANY) ATTRIBUTABLE TO THE ASSETS, INCLUDING WITHOUT LIMITATION, SEISMIC DATA AND ASSIGNOR'S INTERPRETATION AND OTHER ANALYSIS THEREOF; (iii) THE ABILITY OF THE ASSETS TO PRODUCE OIL AND GAS, INCLUDING WITHOUT LIMITATION PRODUCTION RATES, DECLINE RATES AND RECOMPLETION OPPORTUNITIES; (iv) ALLOWABLES, OR OTHER REGULATORY MATTERS; (v) THE PRESENT OR FUTURE VALUE OF THE ANTICIPATED INCOME, COSTS OR PROFITS, IF ANY, TO BE DERIVED FROM THE ASSETS; (vi) THE ENVIRONMENTAL CONDITION



OF THE ASSETS; (vii) THE PLUGGING AND ABANDONMENT AND SURFACE RESTORATION LIABILITIES ASSOCIATED WITH THE ASSETS; (viii) ANY PROJECTIONS AS TO EVENTS THAT COULD OR COULD NOT OCCUR; (ix) THE TAX ATTRIBUTES OF ANY ASSET; AND (x) ANY OTHER MATTERS CONTAINED IN OR OMITTED FROM ANY INFORMATION OR MATERIAL FURNISHED TO ASSIGNEE BY ASSIGNOR OR OTHERWISE CONSTITUTING A PORTION OF THE ASSETS. ANY DATA, INFORMATION OR OTHER RECORDS FURNISHED BY ASSIGNOR ARE PROVIDED TO ASSIGNEE AS A CONVENIENCE AND ASSIGNEE'S RELIANCE ON OR USE OF THE SAME IS AT ASSIGNEE'S SOLE RISK.

- B. Independent Investigation. Assignee has made its own independent investigation, analysis and evaluation of the transactions contemplated by the Letter Agreement and this Assignment (including Assignee's own estimate and appraisal of the extent and value of Assignor's oil and gas reserves (if any) attributable to the Assets and an independent assessment of the risks, including environmental risks, and liabilities associated with the acquisition or operations of the Assets). Assignee has had access to perform its investigation and has not relied on any representations by Assignor other than those expressly set forth in this Assignment.
- C. SALE "AS IS, WHERE IS". Except as expressly set forth in this Assignment and the Letter Agreement, the Assets are to be sold AS IS AND WHERE IS AND WITHOUT WARRANTY OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF TITLE, MERCHANTABILITY, CONDITION OR FITNESS FOR A PARTICULAR PURPOSE. ASSIGNEE HAS INSPECTED THE ASSETS AND ACCEPTS THE ASSETS IN THEIR PRESENT STATUS, CONDITION AND STATE OF REPAIR, "AS IS," "WHERE IS," AND "WITH ALL FAULTS" AND IN THEIR PRESENT CONDITION AND STATE OF REPAIR. ASSIGNOR HAS NOT AND WILL NOT MAKE ANY REPRESENTATION OR WARRANTY REGARDING ANY MATTER OR CIRCUMSTANCE RELATING TO ENVIRONMENTAL LAWS, ENVIRONMENTAL LIABILITIES, THE RELEASE OF MATERIALS INTO THE ENVIRONMENT OR THE PROTECTION OF HUMAN HEALTH, SAFETY, NATURAL OR RESOURCES THE ENVIRONMENT. OR ANY ENVIRONMENTAL CONDITION OF THE ASSETS.
- D. Waiver of Deceptive Trade Practices Acts. ASSIGNEE WAIVES ITS RIGHTS UNDER THE DECEPTIVE TRADE PRACTICES ACT SECTION 17.41 et seq., TEXAS BUSINESS & COMMERCE CODE, A LAW THAT GIVES CONSUMERS SPECIAL RIGHTS, AND UNDER SIMILAR STATUTES ADOPTED IN OTHER STATES, TO THE EXTENT THEY HAVE APPLICABILITY TO THE TRANSACTIONS CONTEMPLATED BY THIS ASSIGNMENT. AFTER CONSULTATION WITH AN ATTORNEY OF ITS SELECTION, ASSIGNEE CONSENTS TO THIS WAIVER.



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E. <u>Disclaimers as to Physical Condition of the Assets</u>. Assignor does not make any representation or warranty regarding the condition of the Assets nor the effect any such use has had on the physical condition of the Assets. Assignee shall assume the risk that the Assets may contain wastes or contaminants and that adverse physical conditions, including the presence of waste or contaminants, may not have been revealed by Assignee's investigation. Upon execution of this Assignment, Assignee shall assume all responsibility and liability related to or arising from the environmental condition of the Assets, including, without limitation, the disposal, spill or release of wastes or contamination on, in, under or from the Assets arising on or after the Effective Time.

F. General Disclaimers.

- (i) EXCEPT AS SET FORTH IN THIS ASSIGNMENT AND THE LETER AGREEMENT, ASSIGNOR EXPRESSLY DISCLAIMS ALL LIABILITY AND RESPONSIBILITY FOR ANY REPRESENTATION, STATEMENT OR INFORMATION MADE OR COMMUNICATED (ORALLY OR IN WRITING) TO ASSIGNEE OR ANY OF ITS AFFILIATES, EMPLOYEES, AGENTS, CONSULTANTS OR REPRESENTATIVES (INCLUDING, WITHOUT LIMITATION, ANY OPINION, INFORMATION, PROJECTION OR ADVICE THAT MAY HAVE BEEN PROVIDED TO ASSIGNEE BY ANY OFFICER, DIRECTOR, EMPLOYEE, AGENT, CONSULTANT, REPRESENTATIVE OR ADVISOR OF ASSIGNOR OR ANY OF ITS AFFILIATES).
- EXCEPT AS SET FORTH IN THIS ASSIGNMENT AND THE LETTER AGREEMENT, ASSIGNOR EXPRESSLY DISCLAIMS ANY REPRESENTATION OR WARRANTY, EXPRESS, STATUTORY OR IMPLIED, AS TO (a) THE CONTENTS, CHARACTER OR NATURE OF ANY DESCRIPTIVE MEMORANDUM OR ANY REPORT OF ANY PETROLEUM ENGINEERING OR ANY GEOLOGICAL OR SEISMIC DATA OR INTERPRETATION, RELATING TO THE ASSETS, (b) THE QUANTITY, QUALITY OR RECOVERABILITY OF PETROLEUM SUBSTANCES IN OR FROM THE ASSETS, (c) ANY ESTIMATES OF THE VALUE OF THE ASSETS OR FUTURE REVENUES GENERATED BY THE ASSETS, (d) THE PRODUCTION OF HYDROCARBONS FROM THE ASSETS, (e) THE MAINTENANCE, REPAIR, CONDITION, QUALITY, SUITABILITY, DESIGN OR MARKETABILITY OF THE ASSETS, (f) THE CONTENT, CHARACTER OR NATURE OF ANY DESCRIPTIVE MEMORANDUM, REPORTS, BROCHURES, STATEMENTS OR MATERIALS PREPARED BY THIRD PARTIES, (g) ANY OTHER MATERIALS OR INFORMATION THAT MAY HAVE BEEN MADE AVAILABLE OR COMMUNICATED TO ASSIGNEE, ITS AGENTS, CONSULTANTS, REPRESENTATIVES OR WITH ADVISORS IN CONNECTION THE TRANSACTIONS CONTEMPLATED HEREIN. AND FURTHER DISCLAIMS REPRESENTATION OR WARRANTY, EXPRESS, STATUTORY OR IMPLIED, OF MERCHANTABILITY, FREEDOM FROM REDHIBITORY





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- 3.1 Separate Assignments. Where separate assignments of Assets have been or will be executed for filing in other recording jurisdictions or counties or for filing with, and approval by, applicable governmental authorities, any such separate assignments (a) shall evidence this Assignment and assignment of the applicable Assets herein made and shall not constitute any additional assignment or assignment of the Assets, (b) are not intended to modify, and shall not modify, any of the terms, covenants and conditions or limitations on warranties set forth in this Assignment and are not intended to create, and shall not create, any representations, warranties or additional covenants of or by Assignor or Assignee and (c) shall be deemed to contain all of the terms and provisions of this Assignment, as fully and to all intents and purposes as though the same were set forth at length in such separate assignments.
- 3.2 Assignment Subject to Letter Agreement. This Assignment is expressly subject to the terms and conditions of the unrecorded letter agreement dated May 20, 2015, (the "Letter Agreement"), which are deemed by reference into this Assignment to the fullest extent permitted by law. If there is a conflict between the terms of this Assignment and the Letter Agreement, the terms of the Letter Agreement shall control. The terms of the Letter Agreement shall survive the execution and delivery of this Assignment.
- 3.3 Governing Law. This Assignment is governed by and must be construed according to the laws of the State of Texas, excluding any conflicts-of-law rule or principle that might apply the law of another jurisdiction. The state or federal courts of Harris County, Texas shall have exclusive jurisdiction and shall be the exclusive forum and venue for any cause of action, suit, litigation or other proceeding arising out of or relating to this Agreement. Each party hereby irrevocably and unconditionally waives any and all objections or challenges to the venue of any action, suit or proceeding arising out of this Assignment in the state or federal courts of Harris County, Texas.
- 3.4 Further Assurances. Assignor and Assignee shall execute and deliver such other instruments and documents and take such other actions as may be reasonably necessary to evidence and effectuate the transactions contemplated by this Assignment.
- 3.5 Successors and Assigns. This Assignment shall bind and inure to the benefit of the parties hereto and their respective successors and assigns.
- 3.6 Counterparts. This Assignment may be executed in any number of counterparts, and each such counterpart hereof shall be deemed to be an original instrument, but all of such counterparts shall constitute for all purposes one agreement. To facilitate recordation, there are omitted from the Exhibits to this Assignment in certain counterparts descriptions of the Assets located in recording jurisdictions other than the jurisdiction in which the counterpart is to be filed or recorded.

[Signature pages follow]

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June 23, 2015, but is effective for all purposes as of the Effective Time.

ASSIGNOR:

NADEL AND GUSSMAN PERMIAN, L.L.C. By: Nadel and Gussman Management, LLC Its: Manager	V O L
By: T. Collinson Name: James F. Adelson Title: Manager	1 2 0 6
ASSIGNEE:	
By: Name: M. Garrett Smith Title: Chief Financial Officer	P G
	0 3 7 8

SIGNATURE PAGE TO ASSIGNMENT, BILL OF SALE AND CONVEYANCE



14906885.4



IN WITNESS WHEREOF, this Assignment has been executed by the parties hereto as of June 23, 2015, but is effective for all purposes as of the Effective Time.

ASSIGNOR:

NADEL AND GUSSMAN PERMIAN, L.L.C. By: Nadel and Gussman Management, LLC Its: Manager	L
	1
By: Name: James F. Adelson	2
Title: Manager	0
ASSIGNEE:	6
ENDURANCE RESOURCES HOLDINGS II, LLC	þ
Pu (Muth Muth -	C
Name: M. Garrett Smith Title: Chief Financial Officer	
	0
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SIGNATURE PAGE TO ASSIGNMENT, BILL OF SALE AND CONVEYANCE

14906885.4





ACKNOWLEDGMENTS

OKLAHOMA STATE OF-TEXAS COUNTY OF HARRIS:

I, the undersigned, a notary public of the said county, do hereby certify that on this 23rd day of June, 2015, before me personally appeared James F. Adelson, Manager of Nadel and Gussman Management, LLC, sole manager of NADEL AND GUSSMAN PERMIAN, L.L.C., an Oklahoma limited liability company, and that he as such officer, being so authorized to do so, executed the foregoing instrument for the purposes therein contained, by signing the name of the company by himself as said officer.
Nadel and Swerran Management, uc, as Manager, by

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Notary Public

My commission expires:

(Notarial Seal)

07-21-2016 PAULA L. SKIDMORES Notary Public in and for STATE OF OKLAHOMA Commission #00012158 Expires: July 21, 2016

STATE OF TEXAS COUNTY OF MIDLAND:

I, the undersigned, a notary public of the said county, do hereby certify that on this 23rd day of June, 2015, before me personally appeared M. Garrett Smith, who acknowledged herself/himself to be the Chief Financial Officer of ENDURANCE RESOURCES HOLDINGS II, LLC, a Delaware limited liability company, and that he as such officer, being so authorized to do so, executed the foregoing instrument for the purposes therein contained, by signing the name of the company by himself as said officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

	Notary Public	
My commission expires:(Notarial Seal)	·	

ACKNOWLEDGMENT PAGE TO ASSIGNMENT, BILL OF SALE AND CONVEYANCE

14906885.4



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ACKNOWLEDGMENTS

STATE OF TEXAS § COUNTY OF HARRIS: §	v
I, the undersigned, a notary public of the said county, do hereby certify that on this 23rd day of June, 2015, before me personally appeared James F. Adelson, Manager of Nadel and Gussman Management, LLC, sole manager of NADEL AND GUSSMAN PERMIAN, L.L.C.,	O L
an Oklahoma limited liability company, and that he as such officer, being so authorized to do so, executed the foregoing instrument for the purposes therein contained, by signing the name of the company by himself as said officer.	1 2
IN WITNESS WHEREOF, I hereunto set my hand and official seal.	6
Notary Public	
My commission expires: (Notarial Seal)	P G
STATE OF TEXAS § COUNTY OF MIDLAND: §	0 3 8

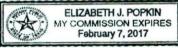
I, the undersigned, a notary public of the said county, do hereby certify that on this 23rd day of June, 2015, before me personally appeared M. Garrett Smith, who acknowledged herself/himself to be the Chief Financial Officer of ENDURANCE RESOURCES HOLDINGS II, LLC, a Delaware limited liability company, and that he as such officer, being so authorized to do so, executed the foregoing instrument for the purposes therein contained, by signing the name of the company by himself as said officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Elyaleth Pokin Notary Public

My commission expires: February 7, 2017. (Notarial Seal)

ial Seal)



ACKNOWLEDGMENT PAGE TO ASSIGNMENT, BILL OF SALE AND CONVEYANCE

14906885.4





EXHIBIT "A" Attached to and made a part of that certain Assignment, Bill of Sale and Conveyance effective June 23, 2015 from Nadel and Gussman Permian, L.L.C. to Endurance Resources Holdings II, LLC

	- Ta	BHP Lease ID	Lessor	Lessee	MF Number	Effective Date	Book	Page	File Number	Country	Block	Section
	MF117758 /	1044099/001	LIFETIME BENEFIT OF L H MEEKER ET AL	PETROHAWK PROPERTIES LP	mi muniber	2/9/2011	878	807	2947		_	
: .**.	NICMFILTISE /	1044099/002	CHARLES R MEEKER TRUST U/A DTD 7/6/1992			4/28/2011	882	197	3484	REEVES REEVES		28
••••	MF 117758 /	1044099/003	AWP 1983 TRUST	PETROHAWK PROPERTIES LP		2/9/2011	886	506	4196	REEVES		28
:	N/CMF 117756	1044099/004	MEEKER INVESTMENTS INC	PETROHAWK PROPERTIES LP		2/9/2011	886	508	4197	REEVES		28
	NC MF 117757	1044108/001	H L HAWKINS JR INC	PETROHAWK PROPERTIES LP		3/3/2011	880	621	3240	REEVES		28
•	EXP- MF-112779-A	1044117/001	LIFETIME BENEFIT OF L H MEEKER	PETROHAWK PROPERTIES LP	MF112779A	1/19/2011	872	805	1880	REEVES	56	44
	EXP- MF 112779-C	1044117/002	AWP 1983 TRUST	PETROHAWK PROPERTIES LP	MF112779B	1/19/2011	878	751	2934	REEVES	56	44
• ••	EXP-MF-112779-B		MEEKER INVESTMENTS INC	PETROHAWK PROPERTIES LP	MF112779C	1/19/2011	886	483	4192	REEVES	56	44
	1. EXP - MF-116193	1044117/004	CHARLES R MEEKER TRUST	PETROHAWK PROPERTIES LP	MF116193	4/28/2011	882	181		REEVES	56	44
		1044131/001	MICHAEL LYNN BOURLAND	PETROHAWK PROPERTIES LP	MF112682B	2/9/2011	880	565		REEVES	56	30
•	ME 112/82-10 2	1044131/001	MICHAEL LYNN BOURLAND	PETROHAWK PROPERTIES LP	MF112682B	2/9/2011	880	565	3232	REEVES	56	30
	MF-112682-8 5	1044131/001	MICHAEL LYNN BOURLAND	PETROHAWK PROPERTIES LP	MF112682B	2/9/2011	880	565		REEVES	56	30
•• •	8	1044131/002	JANIS DEE BOURLAND HELMEY	PETROHAWK PROPERTIES LP	MF112682A		880	579		REEVES-	56	30
	MF-112682-A	1044131/002	JANIS DEE BOURLAND HELMEY	PETROHAWK PROPERTIES LP	MF112682A	2/9/2011	880	579		REEVES	56	30
	111-112005 14	1044131/002	JANIS DEE BOURLAND HELMEY	PETROHAWK PROPERTIES LP	MF112682A	2/9/2011	880	579		REEVES	56	30
	. (2	1044131/003	TIM WILSON	PETROHAWK PROPERTIES LP	MF112682E	2/9/2011	880	572		REEVES	56	30
	MF-112682-E 3	1044131/003	TIM WILSON	PETROHAWK PROPERTIES LP	MF112682E	2/9/2011	880	572		REEVES	56	30
	· · ·	1044131/003	TIM WILSON	PETROHAWK PROPERTIES LP	MF112682E		880	572		REEVES	56	30
		1044131/004	JEFFERY ALLAN WILSON	PETROHAWK PROPERTIES LP	MF112682D	2/9/2011	880	607		REEVES	56	30
	MF-112682-D }	1044131/004	JEFFERY ALLAN WILSON	PETROHAWK PROPERTIES LP	MF112682D		880	607		REEVES	56	30
	×	1044131/004	JEFFERY ALLAN WILSON	PETROHAWK PROPERTIES LP	MF112682D	2/9/2011	880	607		REEVES	56	30
	MF-112682-C.5	1044131/005	LEWIS KEITH LYNN	PETROHAWK PROPERTIES LP	MF112682C	2/9/2011	880	558		REEVES	56	30
	111 11 11 11	1044131/005	LEWIS KEITH LYNN	PETROHAWK PROPERTIES LP	MF112682C		880	558		REEVES	56	30
	MF-112682-6	1044131/006	MARY HUEBSCH	PETROHAWK PROPERTIES LP	MF112682G		880	551		REEVES	56	30
		1044131/006	MARY HUEBSCH	PETROHAWK PROPERTIES LP	MF112682G		880	551		REEVES	56	30
	MF-112682-F	1044131/007	WEETONA STANLEY	PETROHAWK PROPERTIES LP	MF112682F	2/9/2011	880	586		REEVES	56	30
			WEETONA STANLEY	PETROHAWK PROPERTIES LP	MF112682F	2/9/2011	880	586		REEVES	56	30
	MF-112682-H	-		PETROHAWK PROPERTIES LP	MF112682H	2/9/2011	880	593		REEVES	56	30
_	11 202 11			PETROHAWK PROPERTIES LP	MF112682H	2/9/2011	880	593	3236	REEVES	56	30
	MF-112682-I			PETROHAWK PROPERTIES LP	MF112682I	2/9/2011	880	600	3237	REEVES	56	30
38 ¥ TI		1044131/009	TOWANA SPIVEY	PETROHAWK PROPERTIES LP	MF112682I	2/9/2011	880	600		REEVES	56	30
5059	EXP-MF-112449	1044140/001			M-112449	4/5/2011	879	470		REEVES	53	27
OE X		1044141/001			M-112450	4/5/2011	879	464		REEVES	53	47
E C	MF-112451.	1044142/001			M-112451	4/5/2011	879	458	3042	REEVES	53	23
(* SV	MF-112452 EXP-MF-112453	1044143/001			M-112452		879	452	3041 F	REEVES	53	26
L 0	EXP-MF-112433:	1044144/001			M-112453		879	446	3040 F	REEVES	53	35
	EXY-MF- 113530.	1044147/001		PETROHAWK PROPERTIES LP	MF113530	7/18/2011	897	592	6038 F	REEVES	56	31
E E	EXY-ME- 113530.	1044149/001		PETROHAWK PROPERTIES LP			899	61	6308 F	REEVES	53	24
DRIGINA REEVES CLERKS	0 %	1044149/001	TOWANA SPIVEY	PETROHAWK PROPERTIES LP		8/12/2011	899	61	6308	REEVES	53	25
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EXHIBIT "A"

Attached to and made a part of that certain Assignment, Bill of Sale and Conveyance effective June 23, 2015 from Nadel and Gussman Permian, L.L.C. to Endurance Resources Holdings II, LLC

		T		Effective			File			-
BHP Lease ID	Lessor	Lessee	MF Number	Date	Book	Page	Number	County	Block	Section
1044149/001	TOWANA SPIVEY	PETROHAWK PROPERTIES LP		8/12/2011	899	61	6308	REEVES	53	25
1044149/001	TOWANA SPIVEY	PETROHAWK PROPERTIES LP	-	8/12/2011	899	61	6308	REEVES	56	29
1044149/002	LEWIS KEITH LYNN	PETROHAWK PROPERTIES LP	-	8/12/2011	899	64	6309	REEVES	53	24
1044149/002	LEWIS KEITH LYNN	PETROHAWK PROPERTIES LP		8/12/2011	899	64	6309	REEVES	53	25
1044149/002	LEWIS KEITH LYNN	PETROHAWK PROPERTIES LP		8/12/2011	899	64	6309	REEVES	53	25
1044149/002	LEWIS KEITH LYNN	PETROHAWK PROPERTIES LP		8/12/2011	899	64	6309	REEVES	56	- 29
1044149/003	MICHAEL LYNN BOURLAND	PETROHAWK PROPERTIES LP		8/12/2011	899	67	6310	REEVES	53	24
1044149/003	MICHAEL LYNN BOURLAND	PETROHAWK PROPERTIES LP		8/12/2011	899	67	6310	REEVES	53	25
1044149/003	MICHAEL LYNN BOURLAND	PETROHAWK PROPERTIES LP		8/12/2011	899	67	6310	REEVES	53	25
1044149/003	MICHAEL LYNN BOURLAND	PETROHAWK PROPERTIES LP		8/12/2011	899	67	6310	REEVES	56	29
1044149/004	TIM WILSON	PETROHAWK PROPERTIES LP	4	8/12/2011	899	70	6311	REEVES	53	24
1044149/004	TIM WILSON	PETROHAWK PROPERTIES LP	-	8/12/2011	899	70	6311	REEVES	53	25
1044149/004	TIM WILSON	PETROHAWK PROPERTIES LP		8/12/2011	899	70	6311	REEVES	53	25
1044149/004	TIM WILSON	PETROHAWK PROPERTIES LP		8/12/2011	899	70	6311	REEVES	56	29
1044149/005	JANIS DEE BOURLAND HELMEY	PETROHAWK PROPERTIES LP	-	8/12/2011	899	73	6312	REEVES	53	24
1044149/005	JANIS DEE BOURLAND HELMEY	PETROHAWK PROPERTIES LP		8/12/2011	899	73	6312	REEVES	53	25
1044149/005	JANIS DEE BOURLAND HELMEY	PETROHAWK PROPERTIES LP	-	8/12/2011	899	73	6312	REEVES	53	25
1044149/005	JANIS DEE BOURLAND HELMEY	PETROHAWK PROPERTIES LP		8/12/2011	899	73	6312	REEVES	56	29
1044149/006	MARY HUEBSCH	PETROHAWK PROPERTIES LP		8/12/2011	899	76	6313	REEVES	53	24
1044149/006	MARY HUEBSCH	PETROHAWK PROPERTIES LP	-	8/12/2011	899	76	6313	REEVES	53	25
1044149/006	MARY HUEBSCH	PETROHAWK PROPERTIES LP	-	8/12/2011	899	76	6313	REEVES	53	25
1044149/006	MARY HUEBSCH	PETROHAWK PROPERTIES LP	-	8/12/2011	899	76	6313	REEVES	56	29
1044149/007	WEETONA STANLEY	PETROHAWK PROPERTIES LP		8/12/2011	899	79	6314	REEVES	53	24
1044149/007	WEETONA STANLEY	PETROHAWK PROPERTIES LP		8/12/2011	899	79	6314	REEVES	53	25
1044149/007	WEETONA STANLEY	PETROHAWK PROPERTIES LP	-	8/12/2011	899	/79	6314	REEVES	53	25
1044149/007	WEETONA STANLEY	PETROHAWK PROPERTIES LP		8/12/2011	899	79	6314	REEVES	56	29
1044149/008	DONNA J. SPIVEY	PETROHAWK PROPERTIES LP		8/12/2011	899	82	6315	REEVES	53	24
1044149/008	DONNA J. SPIVEY	PETROHAWK PROPERTIES LP		8/12/2011	899	82	6315	REEVES	53	25
1044149/008	DONNA J. SPIVEY	PETROHAWK PROPERTIES LP	-	8/12/2011	/899	82	6315	REEVES	53	25
1044149/008	DONNA J. SPIVEY	PETROHAWK PROPERTIES LP		8/12/2011	899	82	6315	REEVES	56	29
1044149/009	JEFFERY ALLAN WILSON	PETROHAWK PROPERTIES LP	-	8/12/20/1	899	85	6316	REEVES	53	24
1044149/009	JEFFERY ALLAN WILSON	PETROHAWK PROPERTIES LP		8/12/2011	899	85	6316	REEVES	53	25
1044149/009	JEFFERY ALLAN WILSON	PETROHAWK PROPERTIES LP		8/12/2011	899	85	6316	REEVES	53	25
1044149/009	JEFFERY ALLAN WILSON	PETROHAWK PROPERTIES LP		8/12/2011	899	85	6316	REEVES	56	29
1044150/001	SANDRA KORNEGAY METCALF ET AL	PETROHAWK PROPERTIES LP	MF113664	8/26/2011	907	203	7772	REEVES	53	23
1044156/001	WILLIAM PERRY COLEMAN	PETROHAWK PROPERTIES LP		8/30/2011	907	214	7774	REEVES	56	28
1044156/002	JILL HOLT BELL AKA JILL PERRY HOLT	PETROHAWK PROPERTIES LP		8/30/2011	907	217	7775	REEVES	56	28
1044156/003	FRANCES A POLLARD - DECEASED	PETROHAWK PROPERTIES LP	•	8/30/2011	907	220	7776	REEVES	56	28
1044156/004	CARTER JONOTHAN COLEMAN	PETROHAWK PROPERTIES LP		8/30/2011	907	211	7773	REEVES	56	28

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EXHIBIT "A"

Attached to and made a part of that certain Assignment, Bill of Sale and Conveyance effective June 23, 2015 from Nadel and Gussman Permian, L.L.C. to Endurance Resources Holdings II, LLC

		1		I Eff				File			
	BHP Lease ID	Lessor	Lessee	MF Number	Date	Book	Page	Number	County	Block	Section
1/4	1044160/001	RONALD I WILSON ET UX	PETROHAWK PROPERTIES LP	•	2/9/2011	878	805	2945	REEVES	56	28
NIT	1044160/002	ROBERT J HOOK ET UX	PETROHAWK PROPERTIES LP		2/9/2011	878	806	2946	REEVES	56	28
1/0/	1044160/003	VIRGINIA R HUSTON	PETROHAWK PROPERTIES LP		4/11/2011	886	504	4195	REEVES	56	28
	1044160/004	DAVID R SCYOC	PETROHAWK PROPERTIES LP		11/1/2011	913	371	11-08763	REEVES	56	28
N/11	1044168/002	ONITA LAWHON	PETROHAWK PROPERTIES LP	-	8/12/2011	910	176	8139	REEVES	53	25
	1044169/001	MCCAMEY FARM AND RANCH LP	LEGEND NATURAL GAS IV LP	MF111869G	9/1/2010	882	595	3551	REEVES	53	22
	1044169/001	MCCAMEY FARM AND RANCH LP	LEGEND NATURAL GAS IV LP	MF111869G	9/1/2010	882	595	3551	REEVES	53	27
	1044169/001	MCCAMEY FARM AND RANCH LP	LEGEND NATURAL GAS IV LP	MF111869G	9/1/2010	882	595	3551	REEVES	53	34
MF-111869 7 6 (active)	1044169/001	MCCAMEY FARM AND RANCH LP	LEGEND NATURAL GAS IV LP	- MF111869G	9/1/2010	882	595	3551	REEVES	53	38
100 111001 1 -	1044169/001	MCCAMEY FARM AND RANCH LP	LEGEND NATURAL GAS IV LP	 MF111869G 	9/1/2010	882	595	3551	REEVES	53	46
& (active)	1044169/001	MCCAMEY FARM AND RANCH LP	LEGEND NATURAL GAS IV LP	MF111869G	9/1/2010	882	595	3551	REEVES	53	47
	1044169/001	MCCAMEY FARM AND RANCH LP	LEGEND NATURAL GAS IV LP	MF111869G	9/1/2010	882	595	3551	REEVES	53	48
	1044169/002	ROBBIN LEE YOUNG	LEGEND NATURAL GAS IV LP	MF111869D	9/1/2010	882	655	3557	REEVES	53	22
(-	1044169/002	ROBBIN LEE YOUNG	LEGEND NATURAL GAS IV LP	- MF111869D	9/1/2010	882	655	3557	REEVES	53	27
()	1044169/002	ROBBIN LEE YOUNG	LEGEND NATURAL GAS IV LP	- MF111869D	9/1/2010	882	655	3557	REEVES	53	34
MF-111869 <	1044169/002	ROBBIN LEE YOUNG	LEGEND NATURAL GAS IV LP	MF111869D	9/1/2010	882	655	3557	REEVES	53	38
D (artice)	1044169/002	ROBBIN LEE YOUNG	LEGEND NATURAL GAS IV LP	MF111869D	9/1/2010	882	655	3557	REEVES	53	46
D (arevie)	1044169/002	ROBBIN LEE YOUNG	LEGEND NATURAL GAS IV LP	MF111869D	9/1/2010	882	655	3557	REEVES	53	47
	1044169/002	ROBBIN LEE YOUNG	LEGEND NATURAL GAS IV LP	MF111869D	9/1/2010	882	655	3557	REEVES	53	48
	1044169/003	JAMES BEASLEY YOUNG III	LEGEND NATURAL GAS IV LP	MF111869C	9/1/2010	882	645	3556	REEVES	53	22
(.	1044169/003	JAMES BEASLEY YOUNG III	LEGEND NATURAL GAS IV LP	MF111869C	9/1/2010	882	645	3556	REEVES	53	27
	1044169/003	JAMES BEASLEY YOUNG III	LEGEND NATURAL GAS IV LP	MF111869C	9/1/2010	882	645	3556	REEVES	53	34
ME 1118/19	1044169/003	JAMES BEASLEY YOUNG III	LEGEND NATURAL GAS IV LP	MF111869C	9/1/2010	882	645	3556	REEVES	53	38
MF-111869 ((active)	1044169/003	JAMES BEASLEY YOUNG III	LEGEND NATURAL GAS IV LP	- MF111869C	9/1/2010	882	645	3556	REEVES	53	46
((active)	1044169/003	JAMES BEASLEY YOUNG III	LEGEND NATURAL GAS IV LP	- MF111869C	9/1/2010	882	645	3556	REEVES	53	47
	1044169/003	JAMES BEASLEY YOUNG III	LEGEND NATURAL GAS IV LP	 MF111869C 	9/1/2010	882	645	3556	REEVES	53	48
7	1044169/004	MICHELLE E JORDAN	LEGEND NATURAL GAS IV LP	. MF111869F	9/1/2010	882	635	3555	REEVES	53	22
	1044169/004	MICHELLE E JORDAN	LEGEND NATURAL GAS IV LP	 MF111869F 	9/1/2010	882	635	3555	REEVES	53	27
) -	1044169/004	MICHELLE E JORDAN	LEGEND NATURAL GAS IV LP	MF111869F	9/1/2010	882	635	3555	REEVES	53	34
MF-111869 -	1044169/004	MICHELLE E JORDAN	LEGEND NATURAL GAS IV LP	 MF111869F 	9/1/2010	882	635	3555	REEVES	53	38
	1044169/004	MICHELLE E JORDAN	LEGEND NATURAL GAS IV LP	 MF111869F 	9/1/2010	882	635	3555	REEVES	53	46
MF-111869. (-	1044169/004	MICHELLE E JORDAN	LEGEND NATURAL GAS IV LP	MF111869F	9/1/2010	882	635	3555	REEVES	53	47
, ,	1044169/004	MICHELLE E JORDAN	LEGEND NATURAL GAS IV LP	MF111869F	9/1/2010	882	635	3555	REEVES	53	48
7	1044169/005	PAMELA PARKER CLIFTON	LEGEND NATURAL GAS IV LP	. MF111869A	9/1/2010	882	625	3554	REEVES	53	22
2	1044169/005	PAMELA PARKER CLIFTON	LEGEND NATURAL GAS IV LP	MF111869A	9/1/2010	882	625	3554	REEVES	53	27
MF/11869 }	1044169/005	PAMELA PARKER CLIFTON	LEGEND NATURAL GAS IV LP	MF111869A	9/1/2010	882	625	3554	REEVES	53	34
	1044169/005	PAMELA PARKER CLIFTON	LEGEND NATURAL GAS IV LP	 MF111869A 	9/1/2010	882	625	3554	REEVES	53	38
A (1044169/005	PAMELA PARKER CLIFTON	LEGEND NATURAL GAS IV LP	 MF111869A 	9/1/2010	882	625	3554	REEVES	53	46
(actine)	1044169/005	PAMELA PARKER CLIFTON	LEGEND NATURAL GAS IV LP	MF111869A	9/1/2010	882	625	3554	REEVES	53	47
(uccord)											

TRUE & CORRECT
COPY OF
ORIGINAL FILED IN
REEVES COUNTY
CLERKS OFFICE

Page 3 of 4

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EXHIBIT "A" Attached to and made a part of that certain Assignment, Bill of Sale and Conveyance effective June 23, 2015 from Nadel and Gussman Permian, L.L.C. to Endurance Resources Holdings II, LLC

		BHP Lease ID	Lessor	Lessee	N	MF Number	Effective Date	Book	Page	File Number	County	Block	Section
• • • •	- A	1044169/005	PAMELA PARKER CLIFTON	LEGEND NATURAL GAS IV LP	M	F111869A	9/1/2010	882	625	3554	REEVES	53	48
••••	- N	1044169/006	ALLISON RENEEE PARKER	LEGEND NATURAL GAS IV LP	_	F111869E	9/1/2010		615		REEVES	53	22
	()	1044169/006	ALLISON RENEEE PARKER	LEGEND NATURAL GAS IV LP	_	F111869E	9/1/2010	882	615		REEVES	53	27
•••••	\=	1044169/006	ALLISON RENEEE PARKER	LEGEND NATURAL GAS IV LP	_	F111869E	9/1/2010	882	615	-	REEVES	53	34
•	11 11 11 1 1 2 1 1 1 1 1 1 1 1 1 1 1 1	1044169/006	ALLISON RENEEE PARKER	LEGEND NATURAL GAS IV LP	M	F111869E	9/1/2010	882	615		REEVES	53	38
	MF-111861	1044169/006	ALLISON RENEEE PARKER	LEGEND NATURAL GAS IV LP	. M	F111869E	9/1/2010	882	615		REEVES	53	46
• • • •	MF-111869 E-(active)	1044169/006	ALLISON RENEEE PARKER	LEGEND NATURAL GAS IV LP	M	F111869E	9/1/2010	882	615		REEVES	53	47
		1044169/006	ALLISON RENEEE PARKER	LEGEND NATURAL GAS IV LP	М	F111869E	9/1/2010	882	615	3553	REEVES	53	48
	***	1044169/007	J LOYD PARKER III	LEGEND NATURAL GAS IV LP	М	F111869B	9/1/2010	882	605	3552	REEVES	53	22
•) -	1044169/007	J LOYD PARKER III	LEGEND NATURAL GAS IV LP	М	F111869B	9/1/2010	882	605	3552	REEVES	53	27
••••	11 1101 a 23	1044169/007	J LOYD PARKER III	LEGEND NATURAL GAS IV LP	M	F111869B	9/1/2010	882	605		REEVES	53	34
•••	194-111867	1044169/007	J LOYD PARKER III	LEGEND NATURAL GAS IV LP	М	F111869B	9/1/2010	882	605	3552	REEVES	53	38
	B (active)	1044169/007	J LOYD PARKER III	LEGEND NATURAL GAS IV LP	M	F111869B	9/1/2010	882	605	3552	REEVES	53	46
4	(1044169/007	J LOYD PARKER III	LEGEND NATURAL GAS IV LP	М	F111869B	9/1/2010	882	605	3552	REEVES	53	47
a charea	MF-111869 B (active)	1044169/007	J LOYD PARKER III	LEGEND NATURAL GAS IV LP	M	F111869B	9/1/2010	882	605	3552	REEVES	53	48
In our h	- 111134	1044171/001	NEAL LEE BINGHAM	PETROHAWK PROPERTIES LP	-		2/9/2011	878	803	2943	REEVES	56	28
		1044172/001	JOYCE THOMAS INDIVIDUALLY AND TRUSTEE	PETROHAWK PROPERTIES LP	-		2/8/2011	878	804	2944	REEVES	56	28
	MF 112.396	1044174/001	DELA MINERALS INC	PETROHAWK PROPERTIES LP	M	F112396	1/21/2011	878	760	2935	REEVES	56	32
	MF-114473-D	10111007001	ALAN R ZEMAN	PETROHAWK PROPERTIES LP	_		5/24/2012	951		12-05360		53	48
	MF-114473- C	1044180/002	CHRISTINA C STAPLETON ET AL	PETROHAWK PROPERTIES LP	_		5/24/2012	951		12-05358		53	48
		1044180/003	LYNN SWIGART	PETROHAWK PROPERTIES LP .	_		5/24/2012	951		12-05355		53	48
	MF-114473- B	1044180/004	KARA L KEYZER ET AL	PETROHAWK PROPERTIES LP	-		5/24/2012	951		12-05356		53	48
1.1 <		1044180/005	GEORGE M CROSS	PETROHAWK PROPERTIES LP	_			956	_		REEVES	53	48
N. al	MF-114473-E .	1044180/006	BILLIE NELL EASTLAND	PETROHAWK PROPERTIES LP	_		5/24/2012	951	_	12-05359		53	48
\n'.	MF-114473- 17 .	1044180/007	WORTH W ROSS ET AL	PETROHAWK PROPERTIES LP	_	F114473G		955	_		REEVES	53	48
00		1044180/008	ROSS A GILSON ET AL	PETROHAWK PROPERTIES LP	-		5/24/2012	955	_	12-05678	REEVES	53	48
U.		1044180/009	RACHEL MORTON NIXON ET AL	PETROHAWK PROPERTIES LP	-			_			REEVES	53	48
	MF-114473- I	1044180/010	RONALD DAVID COODY ET AL	PETROHAWK PROPERTIES LP	_	_		955		12-05680	REEVES	53	48
	MF-114473 - N .	1044180/011	WILLIAM KINARD CROUCH	PETROHAWK PROPERTIES LP .	_	F114473N		955		12-05679		53	48
49.0	MP-114473-M.	1044180/012	JAMES G CRAWFORD	PETROHAWK PROPERTIES LP	_	F114473M	-	956		12-05876		53	48
AN X	MF 114473-K	_	BARBARA ELIZABETH JOHNSON DODSON	PETROHAWK PROPERTIES LP		_		956		12-05878		53	48
5	MF 114473-F .	1044180/014	WILLIAM MILTON BEVILL ET AL	PETROHAWK PROPERTIES LP	- M			955		12-05682	REEVES	53	48
CO	NC MF-114730	1044266/002	BLAKE OIL AND GAS CORPORATION	PETROHAWK PROPERTIES LP	-		10/5/2011	910	163	8136	REEVES	56	28
REEVES COUNTY CLERKS OFFICE				Page 4 of 4 Un ⇔ ⇔ ⇔ →	,								
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4	1704		min X X X I d				Y = 19	TOY	3.35				

Attached to and made a part of that certain Assignment, Bill of Sale and Conveyance effective June 23, 2015 from Nadel and Gussman Permian L.L.C. to Endurance Resources Holdings II, LLC

That certain Surface Use Agreement dated August 20, 2010, by and between Cottonwood Ranch Surface Owners and Legend Natural Gas IV, LP, as amended.

O





EXHIBIT "C"

Attached to and made a part of that certain Assignment, Bill of Sale and Conveyance effective June 23, 2015 from Nadel and Gussman Permian L.L.C. to Endurance Resources Holdings II, LLC

That certain Right of Way Agreement dated effective January 16, 2012, by and between Lowe Royalty Partners, LP, as Grantor and Hawk Field Services, LLC, as Grantee recorded under File 12-01629, Vol. 0928, Pg 0040 of the Official Public Records of Reeves County, Texas.

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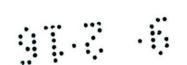




EXHIBIT "D"

Attached to and made a part of that certain Assignment, Bill of Sale and Conveyance effective June 23, 2015 from Nadel and Gussman Permian L.L.C. to Endurance Resources Holdings II, LLC

RELATED ASSETS		4
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Inst No. 15-09818
DIANNE O. FLOREZ
COUNTY CLERK
2015 Oct 20 at 02:10 PM
REEVES COUNTY TEXAS
By: BA







The above and foregoing is a full, true and correct photographic copy of the original record now in my lawful custody and possession, as the same is PAGE \$71. THRU __\$85.

I hereby certified on 25

DIANNE O. FLOREZ, COUNTY CLEAK REEVES COUNTY, TEXAS

DEPUTY

CERTIFIED TRUE AND CORRECT COPY CERTIFICATE STATE OF TEXAS COUNTY OF REEVES

Date Filed: George P. Bush, Commissioner

File No.



TEXAS GENERAL LAND OFFICE GEORGE P. BUSH. COMMISSIONER

January 9, 2017

Atlantic Resources Company Attn: Mary Quintana, Sr. Lease/Division Order Analyst P.O. Box 3759 Midland, Texas 79702

Re: GLO Assignment ID #10135 Reeves & Culberson Counties MF111869 A to G, MF112396, MF112451, MF112452, MF112682 A to I, MF113664, MF114473 A to N, MF117612, MF117754, MF117755, MF117756, MF117757, MF117758, MF117877, MF117878, MF117884 and MF118107

Dear Ms. Quintana,

The General Land Office received the following instrument and has filed it in the appropriate files.

Assignment, Bill of Sale and Conveyance, effective 11/01/16 from Endurance Resources Holdings II, LLC, Assignor to Atlantic Resources II Interests LLC, Assignee. Filed for record under Doc #00000002820.

Filing fees in the amount of \$1,300.00 were received in connection with the above assignment.

Please feel free to contact me at (512) 463-5407 or email <u>carl.bonn@glo.texas.gov</u> if you have further questions.

Best Regards,

Carl Bonn, CPL

Mineral Leasing-Energy Resources



PO Box 3759 Midland, TX 79702 300 North Marienfeld, Suite 600 Midland, Texas 79701 P 432.683.3272 F 432.683.3244

December 16, 2016

ID 10/35

VIA FED-EX

Texas General Land Office Mineral Leasing Division Attn: Mr. Drew Reid 1700 N. Congress Avenue Room 600 Austin, TX 78701-1495

RE:

Assignment, Bill of Sale and Conveyance Endurance Resources Holding II, LLC to Atlantic Resources II Interests LLC Reeves County, Texas

Dear Mr. Reid

55 x 25 = 1375 Pd Actually 44 Leases in Both Reerer

Pursuant to the requirements set forth by Statute and in the State Surveyed School Land Lease Form Revised September 1997, please find enclosed a certified copy of that certain:

Assignment, Bill of Sale and Conveyance between Endurance Resources Holding II, LLC, as Grantor to Atlantic Resources II Interests LLC, as Grantee, effective November 1, 2016 and recorded as Instrument Number 16-16834of the Official Public Records of Reeves County, Texas, filed of record on December 14, 2016, covering those certain Oil and Gas Lease listed on the Assignment Summary with additional attachment.

Also enclosed is check No.4822 in the amount of \$1,300.00 for Assignment Fee's at \$25.00 per State Lease. Please let me know if you require further information by contacting me at mquintana@arcoperating.com.

Sincerely,

Atlantic Resources Company, LLC

Mary Quintana

Sr. Lease/Division Order Analyst

/mq

Enclosure

Atlantic Resources Company, LLC - P.O. Box 3759 - Midland, TX 79702

Texas General Land Office 1700 N. Congress Avenue Austin, TX 78701

Vendor Code **TEX160**

Check Date 12/16/2016

Check Amount \$1,300.00

1075-4822 17705248

Invoice Amt Invoice # 12/16/2016-TEX160 1,300.00 GLO Assignment Fee Endurance Acquisition Reeves Co.,TX

Mail to: Texas General Land Office

Attn: Energy Resources

P.O. 12873

Austin, Texas 78711-2873

Texas General Land Office ASSIGNMENT SUMMARY

For General Land Office Use Only

10135

DOCUMENT RE	signment De	Page	Merger/Name Change N: (Include all the counties Execution Date/Effective Date Dec. 13, 2016/Nov. 1, 2016		BEIN	EE: \$25 per State l G CONVEYED: (1 Overriding Roy	*	5 after 90 days) Other (explain):	- - - : ••:
who are transferring	FROM individuals listed in the cownership interests, in the leases shown below	n whole or in	List all companies or individual who are receiving ownership in below	nterests in the leases list		% GROSS WI OWNED BY ASSIGNOR	% GROSS WI TRANSFERRED BY ASSIGNOR	% GROSS WI RETAINED BY ASSIGNOR	
1 Endurance Re	esources Holding	g II, LLC	Atlantic Resources II Int	erests LLC		100%	100%] ::
									
LEASES COVER	RED BY THIS TR.								_
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				NACOSONS.			The second secon		-
	Culberson			All			All Depths		4
4.									
May Preparer's Signature	Zuitara		Lease Analyst		_		g Co., LLC		
	7					v r.			
1 aug / X Was man									
3. MF-118107 4. Preparer's Signature Mary Quintant Name (please print) Munitaria & CR EMail Address 432-683-	Quintara a coperating con		Title	All ative of the exas leases t and certify to the Land Office that	Mailin P.O	g Address D. Box 3759	All Depths		

Mail to: Texas General Land Office

Texas General Land Office

Attn:	Energy	Resources

P.O. 12873

ASSIGNMENT SUMMARY For General Land Office Use Only

Austin, Texas	78711-2873										
DOCUMENT TY		ed of Trust	Merger/Name	Change			FEE: \$25 per State l IG CONVEYED: (1	Lease (additional \$25 mark one)	after 90 days)		
		RMATIO	N: (Include all the co	unties	Working Inte	erest:	Overriding Roy	valty Interest: O	ther (explain):		
	perties listed below) File No.	Page	Execution Date/Effe	ective Date	Remarks:				: `••		
County	16-168334	0 -	Dec. 13, 2016/Nov		Kemarks:				•		
Reeves	10-100334	L	Jec. 13, 2010/ NOV	7. 1, 2010							
									 .,		
					-				••••		
who are transferring	FROM individuals listed in th g ownership interests, in the leases shown below	n whole or in	List all companies who are receiving	TO s or individuals li s ownership inter below	isted in this instrum rests in the leases lis	ent ted	% GROSS WI OWNED BY ASSIGNOR	% GROSS WI TRANSFERRED BY ASSIGNOR	% GROSS WI RETAINED BY ASSIGNOR		
1 Endurance Re	esources Holding	II, LLC	Atlantic Resou	rces II Inter	ests LLC		100%	100%			
1 Ditternition 1.											
Attach additional pa		A NICEED.									
State Lease #	RED BY THIS TR.	BLOCK	SECTION	PART OF	F SECTION		DEP	TH RESTRICTION			
1.	See Attachment										
2.	Dec macranem										
3.											
4.											
Preparek's Signature	Quintare	2	Lease Analyst				Atlantic Resources Holding Co., LLC Company Name				
Mary Quintan	a		12 - 16 Date	- 16		17.71					
Name (please print)	ame (please print)			ed representation	ve of the		ing Address O. Box 3759				
Mguintanz @ E-Mail Address 432-683- Telephone Number	Name (please print) Mquintana @ alcopalating . Com E-Mail Address 431-683-3272			I am an authorized representative of the lessee(s) under the State of Texas leases identified herein and represent and certify to the Commissioner of the General Land Office that the information provided on this form is true and correct.			Midland, Texas 79702 City/State/Zip				



ID 10135

PO Box 3759 Midland, TX 79702 300 North Marienfeld, Suite 600 Midland, Texas 79701 P 432.683.3272 F 432.683.3244

December 16, 2016

VIA FED-EX

Texas General Land Office Mineral Leasing Division Attn: Mr. Drew Reid 1700 N. Congress Avenue Room 600 Austin, TX 78701-1495

RE:

Assignment, Bill of Sale and Conveyance Endurance Resources Holding II, LLC to Atlantic Resources II Interests LLC Culberson County, Texas

Dear Mr. Reid:

Pursuant to the requirements set forth by Statute and in the State Surveyed School Land Lease Form Revised September 1997, please find enclosed a certified copy of that certain:

Assignment, Bill of Sale and Conveyance between Endurance Resources Holding II, LLC, as Grantor to Atlantic Resources II Interests LLC, as Grantee, effective November 1, 2016 and recorded as Instrument Number 00000002820 of the Official Public Records of Culberson County, Texas, filed of record on December 14, 2016, covering those certain Oil and Gas Lease listed on the Assignment Summary.

Also enclosed is check No. 4823 in the amount of \$75.00 for Assignment Fee's at \$25.00 per State Lease. Please let me know if you require further information by contacting me atmquintana@arcoperating.com.

Sincerely,

Atlantic Resources Company, LLC

Mary Quintana

Sr. Lease/Division Order Analyst

/mq

Enclosure

Atlantic Resources Company, LLC - P.O. Box 3759 - Midland, TX 79702

To: Texas General Land Office 1700 N. Corgress Avenue Austin, TX 78701

Vendor Code TEX160

Check Date 12/16/2016

Check Amount \$75.00

1075-4823

17705249

Invoice Amt Invoice # 75.00 12/16/2016A GLO Assignment Fees Endurance Acquisition Culbertson Co.,TX

State Lease No.	County	Block	Section	Part of Section	Depth Restriction	LESSOR IN ASSIGNMENT
MF-111869E	Reeves	53	22	All	All Depths	Allison Renee Parker, as Agent for the State of Texas
	Reeves	53	38	All	All Depths	-
	Reeves	53	46	All	All Depths	
	Reeves	53	27	N/2 & SW/4	All Depths	
	Reeves	53	34	All	All Depths	
	Reeves	53	47	N/2, SW/4 & W/2 SE/4	All Depths	
	Reeves	53	48	N/2, SE/4 & E/2 SW/4	All Depths	
MF-111869B	Reeves	53	22	All	All Depths	J. Loyd Parker III, as Agent for the State of Texas
	Reeves	53	38	All	All Depths	
	Reeves	53	46	All	All Depths	
	Reeves	53	27	N/2 & SW/4	All Depths	
	Reeves	53	34	All	All Depths	
	Reeves	53	47	N/2, SW/4 & W/2 SE/4	All Depths	
	Reeves	53	48	N/2, SE/4 & E/2 SW/4	All Depths	
MF-111869C	Reeves	53	22	All	All Depths	James Beasley Young III, as Agent for the State of Texas
	Reeves	53	38	All	All Depths	
	Reeves	53	46	All	All Depths	
	Reeves	53	27	N/2 & SW/4	All Depths	
	Reeves	53	34	All	All Depths	
	Reeves	53	47	N/2, SW/4 & W/2 SE/4	All Depths	
	Reeves	53	48	N/2, SE/4 & E/2 SW/4	All Depths	
MF-111869G	Reeves	53	22	All	All Depths	McCamey Farm and Ranch LP, as Agent for the State of Texa
	Reeves	53	38	All	All Depths	
	Reeves	53	46	All	All Depths	
	Reeves	53	27	N/2 & SW/4	All Depths	



	D	F2	2.4	4.11		
	Reeves	53	34	All	All Depths	
	D	F2	47	N/2, SW/4 &		
	Reeves	53	47	W/2 SE/4	All Depths	
		F.3		N/2, SE/4 & E/2		
45 4440505	Reeves	53	48	SW/4	All Depths	
MF-111869F	Reeves	53	22	All	All Depths	Michelle E. Jordan, as Agent for the State of Texas
	Reeves	53	38	All	All Depths	
	Reeves	53	46	All	All Depths	
	Reeves	53	27	N/2 & SW/4	All Depths	
	Reeves	53	34	All	All Depths	
	Reeves	53	47	N/2, SW/4 & W/2 SE/4	All Depths	
	Reeves	53	48	N/2, SE/4 & E/2 SW/4	All Depths	
MF-111869A	Reeves	53	22	All	All Depths	Pamela Parker Clifton, as Agent for the State of Texas
	Reeves	53	38	All	All Depths	, and general the state of rexas
	Reeves	53	46	All	All Depths	
	Reeves	53	27	N/2 & SW/4	All Depths	
	Reeves	53	34	All	All Depths	
	Reeves	53	47	N/2, SW/4 & W/2 SE/4	All Depths	
	Reeves	53	48	N/2, SE/4 & E/2 SW/4	All Depths	
MF-111869D	Reeves	53	22	All	All Depths	Robbin Lee Young, as Agent for the State of Texas
	Reeves	53	38	All	All Depths	of the state of tends
	Reeves	53	46	All	All Depths	
	Reeves	53	27	N/2 & SW/4	All Depths	
	Reeves	53	34	All	All Depths	
	Reeves	53	47	N/2, SW/4 & W/2 SE/4	All Depths	
	Reeves	53	48	N/2, SE/4 & E/2 SW/4	All Depths	
MF-113664	Reeves	53	23	NW/4	All Depths	Sandra Kornegay Metcalf et al, as Agent for the Staste of Texas
MF-112451	Reeves	53	23	S/2 & NE/4	All Depths	State of Texas

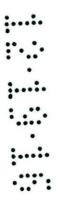


MF-117612	Reeves	53	35	S/2 & NE/4	All Depths	Lowe Royalty Partnes, LP, as Agent for the State of Texas
		53	37	W/2	All Depths	
MF-117884	Reeves	53	39	All	All Depths	State of Texas
	Reeves					
MF-118107	/Culberson	53	40	All	All Depths	State of Texas
MF-112452	Reeves	53	26	All	All Depths	State of Texas
	Reeves					
MF-117877	/Culberson	53	28	W/2	All Depths	State of Texas
	Reeves					
ΛF-117878	/Culberson	53	33	All	All Depths	State of Texas
MF-114473D	Reeves	53	48	W/2 SW/4	All Depths	Alan R Zeman, as Agent for the State of Texas
ИF-114473K	Reeves	53	48	W/2 SW/4	All Depths	Barbara Elizabeth Johnson Dodson, as Agent for the State of Texas
MF-114473E	Reeves	53	48	W/2 SW/4	All Depths	Billie Nell Eastland, as Agent for the State of Texas
MF-114473C	Reeves	53	48	W/2 SW/4	All Depths	Christina C Stapleton et al, as Agent for the State of Texas
ЛF-114473L	Reeves	53	48	W/2 SW/4	All Depths	George M. Cross, as Agent for the State of Texas
1F-114473M	Reeves	53	48	W/2 SW/4	All Depths	James G. Crawford, as Agent for the State of Texas
ИF-114473B	Reeves	53	48	W/2 SW/4	All Depths	Kara L. Keyzer et al, as Agent for the State of Texas
ЛF-114473A	Reeves	53	48	W/2 SW/4	All Depths	Lynn Swigart, as Agent for the State of Texas
ΛF-114473J	Reeves	53	48	W/2 SW/4	All Depths	Rachel Morton Nixon et al, as Agent for the State of Texas
ΛF-114473I	Reeves	53	48	W/2 SW/4	All Depths	Ronald David Coody et al, as Agent for the State of Texas
лF-114473H	Reeves	53	48	W/2 SW/4	All Depths	Ross A Gilson et al, as Agent for the State of Texas
ΛF-114473N	Reeves	53	48	W/2 SW/4	All Depths	William Kinard Crouch, as Agent for the State of Texas
ΛF-114473F	Reeves	53	48	W/2 SW/4	All Depths	William Milton Bevill et al, as Agent for the State of Texas
ΛF-114473G	Reeves	53	48	W/2 SW/4	All Depths	Worth W. Ross et al, as Agent for the State of Texas
				N/2 NE/4 & SE/4		
ΛF-117757	Reeves	56	28	NE/4, W/2	All Depths	Carter Jonothan Coleman, as Agent for the State of Texas
				N/2 NE/4 & SE/4		
ΛF-117757	Reeves	56	28	NE/4, W/2	All Depths	Frances A. Pollard, Deceased, as Agent for the State of Texas
					Surface to 100'	
					below the base of	
					the Wolfcamp	
νF-117757	Reeves	56	28	W/2	Formation	H L Hawkins Jr Inc., as Agent for the State of Texas
				N/2 NE/4 & SE/4		
MF-117757	Reeves	56	28	NE/4, W/2	All Depths	Jill Holt Bell, aka Jill Perry Hold, as Agent for the State of Texas





					Surface to 100'	
					below the	
					stratigraphic	
					equivalent of the	
					base ofhe	
				N/2 NE/4 & SE/4	Wolfcamp	
MF-117758	Reeves	56	28	NE/4	Formation	Lifetime Benefit of L.H. Meeker et al, as Agent for the State of Texas
					Surface to 100'	
					below the	
					stratigraphic	
					equivalent of the	
					base ofhe	
Locus e accessors	1.25		2.2	N/2 NE/4& SE/4	Wolfcamp	
MF-117758	Reeves	56	28	NE/4	Formation	Meeker Invesments Inc., as Agent for the State of Texas
MF-117754	Reeves	56	28	SW/4 NE/4	All Depths	Neal Lee Bingham, as Agent for the State of Texas
MF-117757	Reeves	56	28	N/2 NE/4 & SE/4 NE/4, W/2	All Depths	William Perry Coleman, as Agent for the State of Texas
	Heeves			, .,,	Surface to 100'	The state of the s
					below the	
					stratigraphic	
					equivalent of the	
					base ofhe	
				N/2 NE/4 & SE/4	Wolfcamp	
MF-117758	Reeves	56	28	NE/4	Formation	Windi Grimes Sole Trustee of the AWP 1983 Tr., as Agent for the State of Tex
					Surface to 100'	
					below the base of	
					the Wolfcamp	
MF-112682H	Reeves	56	30	NE/4; NW/4 SE/4	Formation	Donna J Spivey, as Agent for the State of Texas
					Surface to 100'	
				SW/4; NW/4 &	below the base of	
		5.0	20	E/2; SE/4 &	the Wolfcamp	Janie Dag Rougland Halman, as Apont for the State of Towns
MF-112682A	Reeves	56	30	SW/4 SE/4	Formation	Janis Dee Bourland Helmey, as Agent for the State of Texas



				NE/4; NW/4	Surface to 100'	
				SE/4; NW/4 &	below the base of	
				E/2 SE/4 & SW/4	the Wolfcamp	
MF-112682D	Reeves	56	30	SE/4	Formation	Jeffery Allan Wilson, as Agent for the State of Texas
					Surface to 100'	
				NW/4 & E/2 SE/4	below the base of	
				& SW/4 SE/4;	the Wolfcamp	
MF-112682C	Reeves	56	30	NW/4 SE/4	Formation	Lewis Keith Lynn, as Agent for the State of Texas
					Surface to 100'	
					below the base of	
					the Wolfcamp	
MF-112682G	Reeves	56	30	NE/4; NW/4 SE/4	Formation	Mary Huebsch, as Agent for the State of Texas
					Surface to 100'	
				SW/4; NW/4 &	below the base of	
				E/2 SE/4 & SW/4	the Wolfcamp	
MF-112682B	Reeves	56	30	SE/4; NW/4 SE/4	Formation	Michael Lynn Bourland, as Agent for the State of Texas
				NE/4; NW/4	Surface to 100'	
				SE/4; NW/4 &	below the base of	
				E/2 SE/4 & SW/4	the Wolfcamp	
MF-112682E	Reeves	56	30	SE/4	Formation	Tim Wilson, as Agent for the State of Texas
					Surface to 100'	
					below the base of	
					the Wolfcamp	
MF-112682I	Reeves	56	30	NE/4; NW/4 SE/4		Towana Spivey, as Agent for the State of Texas
					Surface to 100'	
					below the base of	
				PROPERTY OF THE PROPERTY OF TH	the Wolfcamp	
MF-112682F	Reeves	56	30	NE/4; NW/4 SE/4		Weetona Stanley, as Agent for the State of Texas
					Surface to 100'	
					below the base of	
					the Wolfcamp	
MF-112396	Reeves	56	32	All	Formation	Dela Mienrals Inc., as Agent for the State of Texas





Easements						
ME20150162	Reeves	53	26 & 23	E/2 of 26; N/2 & E/2 of 33	State of Texas General Land Office	
ME20150163	Reeves	53	26 & 23	E/2 of 26; N/2 & E/2 of 33	State of Texas General Land Office	
ME20150164	Reeves	53	27 & 23	E/2 of 26; N/2 & E/2 of 34	State of Texas General Land Office	
ME20150165	Reeves	53	28 & 23	E/2 of 26; N/2 & E/2 of 35	State of Texas General Land Office	



Culberson Doc# 00000002820 ASSIGNMENT, BILL OF SALE AND CONVEYANCE 11 2 396 112451 This document prepared by, and when recorded return to: Atlantic Resources II Interests LLC 300 N. Marienfeld, Suite # 600 Midland, Texas 79701 William Abney

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU'IL 8/07 6/18 MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL (-1-1-1/-) SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

ASSIGNMENT, BILL OF SALE AND CONVEYANCE

This Assignment, Bill of Sale and Conveyance (this "Conveyance") from Endurance Resources Holdings II, LLC, a Delaware limited liability company with an address at 203 West Wall, Suite 1000, Midland, Texas 79701 (herein called "Grantor") to Atlantic Resources II Interests LLC, a Delaware limited liability company with an address at 300 N. Marienfeld Street, Suite # 600. Midland, Texas 79701 (herein called "Grantee") is executed on the dates set forth in the respective notary certifications below, but effective for all purposes as of 12:01 a.m. local time in Dallas. Texas on November 1, 2016 (the "Effective Date").

RECITALS

WHEREAS, Grantor owns interests in and to certain oil and gas leases, units, lands, and other assets as more specifically set forth herein; and

WHEREAS, pursuant to that certain Purchase and Sale Agreement by and among Grantor and Grantee dated as of November, 12, 2016 (the "Purchase Agreement"). Grantor has agreed to convey to Grantee certain undivided interests in and to the Properties (as hereinafter defined).

CONVEYANCE

NOW THEREFORE, Grantor, for Ten Dollars (\$10.00) and other good and valuable consideration (the receipt and sufficiency of which are hereby acknowledged), does hereby GRANT. BARGAIN, SELL, CONVEY, ASSIGN, TRANSFER, SET OVER, and DELIVER unto Grantee, the following described properties, rights and interests:

All rights, titles and interests of Grantor in and to the oil, gas and/or mineral leases which are described on Exhibit A hereto and any ratifications or amendments to such leases (the "Leases");

True and Correct

#5368044.2

Attention:

Telephone:

432-682-3272

- (b) Without limitation of the foregoing, all other right, title and interest (of whatever kind or character, whether legal or equitable, and whether vested or contingent) of Grantor in and to the Hydrocarbons in and under or that may be produced from the lands and depths described on Exhibit A hereto or described in any of the Leases (the "Lands") (including, without limitation, interests in oil, gas and/or mineral leases, overriding royalties, production payments, net profits interests, fee mineral interests, fee royalty interests and other interests insofar as they cover such lands), even though Grantor's interest therein may be incorrectly described in, or omitted from, such Exhibit A:
- (c) All rights, titles and interests of Grantor in and to, or otherwise derived from, all presently existing and valid oil, gas and/or mineral unitization, pooling, and/or communitization agreements, declarations and/or orders (including, without limitation, all units formed under orders, rules, regulations, or other official acts of any federal, state or other Governmental Authority having jurisdiction, and voluntary unitization agreements, designations and/or declarations) to the extent that they relate to any of the properties described in subsections (a) and (b) above;
- (d) All rights, titles and interests of Grantor in and to the oil, condensate, natural gas, injection, salt water disposal or water wells, whether producing, non-producing, shut-in or temporarily abandoned, located on the Oil and Gas Properties, including, without limitation, those listed on **Exhibit A** hereto (the "Wells"):
- (e) All rights, titles and interests of Grantor in and to all presently existing and valid Applicable Contracts, including production sales contracts, operating agreements, and other agreements and Contracts, in each case, to the extent that they relate to any of the other Properties:
- (f) All rights, titles and interests of Grantor in and to all materials, supplies, machinery, equipment, facilities, improvements and other personal property and fixtures (including, but not by way of limitation, all pumping units, flowlines, tanks, buildings, injection facilities, saltwater disposal facilities, compression facilities, gathering systems, and other equipment) located on and/or appurtenant to the Oil and Gas Properties and used in connection with the exploration, development, operation or maintenance thereof (collectively, the "Equipment");
- (g) All rights, titles and interests of Grantor in and to all easements, servitudes, rights of way and surface leases or, to the extent assignable, other rights to the surface as well as any franchises, licenses, authorizations, permits, approvals, consents, certificates and other rights granted by third Persons and similar rights and interests, in each case, appurtenant to or used in connection with the other Properties, including those described on **Exhibit A-1** hereto:
- (h) All rights, titles and interests of Grantor in and to the fee surface ownership of the properties described on **Exhibit A-2** hereto;
- (i) All rights, titles and interests of Grantor in and to (A) trade credits, accounts receivable, notes receivable, take-or-pay amounts receivable, and other receivables and general

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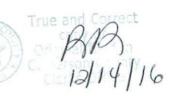
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intangibles, attributable to the Properties with respect to periods of time from and after the Effective Date; and (B) liens and security interests in favor of Grantor or its Affiliates, whether choate or inchoate, under any Law or Contract to the extent arising from, or relating to, the ownership, operation, or sale or other disposition on or after the Effective Date of any of the Properties or to the extent arising in favor of Grantor as the operator or non-operator of any Oil and Gas Property;

- (j) All rights, titles and interests of Grantor in and to oil, condensate, natural gas, natural gas liquids, and other minerals ("Hydrocarbons") produced from the Oil and Gas Properties after the Effective Date; and, to the extent related or attributable to the Oil and Gas Properties, all production, plant, and transportation imbalances as of the Effective Date; and all make-up rights with respect to take-or-pay payments;
- (k) all rights of Grantor to audit the records of any Person and to receive refunds or payments of any nature, and all amounts of money relating thereto, to the extent such rights arise on or after the Effective Date or relate to Assumed Liabilities or other matters for which Grantee is responsible under the Purchase Agreement;
- (l) all seismic, geological or geophysical information constituting proprietary data, studies, core samples, maps, related technical data and any other seismic, geological or geophysical information covering or related to the Oil and Gas Properties which the Grantor is not prohibited by agreement from transferring to Grantee other than any such information licensed from non-Affiliate Persons that cannot be transferred without additional consideration to such non-Affiliate Persons and for which Grantee has not agreed (in its sole discretion) to pay such additional consideration ("G&G Data"); and
- (m) except to the extent the transfer or disclosure thereof would be restricted by binding obligations of confidentiality (which, at the request of Grantee, Grantor will endeavor in good faith to have lifted, provided that Grantor shall not be required to expend any funds that Grantee does not agree in writing to pay in connection therewith at the time such funds are due and payable), all of the data (other than any seismic data that is not G&G Data) that is owned or licensed by Grantor (or any of its Affiliates)), files, records, maps and information, whether held in hard copy or electronic format, in Grantor's possession or to which Grantor has rights pursuant to any Applicable Contract, in each case, that are primarily related to any of the other Properties, including all land, title and contract files and operations, accounting, environmental, production and Tax records relating to Asset Taxes with respect to such properties and assets; but excluding, however, any such data, files, records, maps and information solely to the extent containing any data or information included in or relating to the Excluded Properties or to the extent related to Grantor's business generally.

The properties, rights and interests specified in the foregoing subsections (a), (b), (c), and (d), except for the Excluded Properties as defined below, are herein sometimes collectively called the "Oil and Gas Properties," and individually an "Oil and Gas Property," and the properties, rights and interests specified in the foregoing subsections (a), (b), (c), (d), (e), (f), (g), (h), (i), (j), (k), (l)

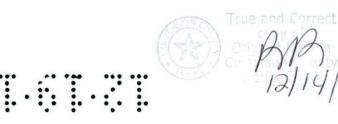




and (m) except for the Excluded Properties, are herein sometimes collectively called the "Properties" and individually a "Property."

EXCEPTING AND RESERVING to Grantor, however, the Excluded Properties (as defined below).

- (a) All rights and causes of action in favor of Grantor arising, occurring or existing in connection with the Properties or the operation of or production from the Oil and Gas Properties (including, but not limited to, any and all contract rights, claims, receivables, revenues, recoupment rights, recovery rights, accounting adjustments, mispayments, erroneous payments or other claims of any nature in favor of Grantor, provided that rights to insurance proceeds are handled under item (d) below), in each case, to the extent such claims or causes of action (i) arise prior to the Effective Date and are not related to Assumed Liabilities or other matters which Grantee is responsible for under the Purchase Agreement, or (ii) are related to Retained Liabilities or other obligations retained by Grantor under the Purchase Agreement;
 - (b) Any accounts payable accruing before the Effective Date:
- (c) All limited liability company, financial, Income Tax and legal records (other than the Leases, Applicable Contracts and title records) of Grantor:
- (d) Subject to Section 13.1 of the Purchase Agreement, all rights and interests of Grantor (i) under any policy or agreement of insurance or indemnity other than to the extent relating to Assumed Liabilities or other matters for which Grantee is responsible under the Purchase Agreement, (ii) under any bond, or (iii) to any insurance or condemnation proceeds or awards arising, in each case, from acts, omissions or events or damage to or destruction of property;
- (e) All Hydrocarbon production from or attributable to the Properties with respect to all periods prior to the Effective Date, including as described in **Section 11.1(h)(i)** of the Purchase Agreement and all proceeds attributable thereto;
- (f) Properties excluded from the purchase and sale contemplated by the Purchase Agreement under Section 6.2 or Section 7.8(c) of the Purchase Agreement;
- (g) Copies (but not the originals) of all files, as described in Section 10.1 of the
 Purchase Agreement;
- (h) All deposits, cash, checks, funds and accounts receivable or received attributable to Grantor's interests in the Properties with respect to any period of time prior to the Effective Date except to the extent relating to the Assumed Liabilities or other matters for which Grantee is responsible under the Purchase Agreement, including, without limitation, Section 11.6 of the Purchase Agreement;





- (i) All computer or communications software (including tapes, data and program documentation and all tangible manifestations and technical information relating thereto) owned, licensed or used by Grantor;
- (j) Any logo, service mark, copyright, trade name or trademark of or associated with Grantor or any Affiliate of Grantor or any business of Grantor or of any Affiliate of Grantor;
- (k) Any documents withheld or not transferred pursuant to Section 10.1 of the Purchase Agreement;
- (l) Any files, records, information, or data to the extent that Grantor is legally prevented from disclosing or transferring such property to Grantee as a result of confidentiality arrangements or contractual requirements with non-Affiliate Persons, provided that Grantor shall use commercially reasonable efforts to get waivers of such restrictions from such Persons (such commercially reasonable efforts shall not include the payment of fees unless Grantee has agreed in writing to pay such fees by such time as they become due):
- (m) Any and all claims of Grantor or any of its Affiliates for refunds of, rights to receive funds from any Governmental Authority relating to, credits attributable to, or the right to report loss carryforwards of Grantor or any of its Affiliates relating to, or similar Tax assets relating to (i) Asset Taxes attributable to any period (or portion thereof) prior to the Effective Date (as determined in accordance with Section 15.1 of the Purchase Agreement), (ii) Income Taxes imposed on Grantor or any of its Affiliates, (iii) any Taxes attributable to the Excluded Properties or (iv) any other Taxes relating to the ownership or operation of the Properties or the production of Hydrocarbons or the receipt of proceeds therefrom that are attributable to any period (or portion thereof) ending prior to the Effective Date;
 - (n) Any seismic data that is not G&G Data: and
- (o) All right, title and interest of Grantor in and to the assets described on **Exhibit B** attached hereto.

These excluded properties, rights and interests specified in the immediately preceding subsections (a) through (o), inclusive, are collectively referred to as the "Excluded Properties." Grantee shall not be responsible for, and Grantor expressly retains, all liabilities related to the Excluded Properties, whether such liabilities arise before or after the Effective Date. It is understood that certain of the Excluded Properties may not be embraced by the term Properties. The fact that certain properties, rights and interests have been expressly excluded is not intended to suggest that had they not been excluded they would have constituted Properties and shall not be used to interpret the meaning of any word or phrase used in describing the Properties.

TO HAVE AND TO HOLD the Properties unto Grantee, its successors and assigns, forever, subject, however, to the terms and conditions of this Conveyance and the Purchase Agreement.





GRANTOR, FOR A PERIOD OF TWO (2) YEARS AFTER THE EXECUTION OF THIS CONVEYANCE BY GRANTOR, WARRANTS DEFENSIBLE TITLE (AS SUCH TERM IS DEFINED IN THE PURCHASE AGREEMENT) TO THE PROPERTIES, SUBJECT TO THE TERMS AND CONDITIONS OF THE PURCHASE AGREEMENT, UNTO GRANTEE, ITS SUCCESSORS AND ASSIGNS, AGAINST ALL PERSONS CLAIMING OR TO CLAIM THE SAME OR ANY PART THEREOF BY, THROUGH, OR UNDER GRANTOR, BUT NOT OTHERWISE. Grantor hereby assigns to Grantee all rights, claims, and causes of action on title warranties given or made by Grantor's predecessors in interest, and Grantee is specifically subrogated to all rights which Grantor has, or may have, against its predecessors in interest, to the extent that Grantor may legally transfer such rights and grant such subrogation.

THE SPECIAL WARRANTY OF TITLE SET FORTH ABOVE AND THE EXPRESS REPRESENTATIONS AND WARRANTIES OF GRANTOR CONTAINED IN SECTION 4.1 IN THE PURCHASE AGREEMENT (COLLECTIVELY, THE "GRANTOR'S WARRANTIES") ARE EXCLUSIVE AND ARE IN LIEU OF ALL OTHER REPRESENTATIONS AND WARRANTIES, EXPRESS, IMPLIED, STATUTORY OR OTHERWISE AND GRANTOR EXPRESSLY DISCLAIMS ANY AND ALL SUCH OTHER REPRESENTATIONS AND WARRANTIES. WITHOUT LIMITATION OF THE FOREGOING AND EXCEPT FOR GRANTOR'S WARRANTIES, THE PROPERTIES ARE CONVEYED PURSUANT HERETO WITHOUT (a) ANY WARRANTY OR EXPRESS. IMPLIED. STATUTORY OR REPRESENTATION. WHETHER OTHERWISE, RELATING TO (i) TITLE TO THE PROPERTIES, OR THE CONDITION, QUANTITY, OR QUALITY OF THE PROPERTIES, (ii) THE ACCURACY OR COMPLETENESS OF ANY DATA, REPORTS, RECORDS, PROJECTIONS, INFORMATION OR MATERIALS NOW, HERETOFORE OR HEREAFTER FURNISHED OR MADE AVAILABLE TO GRANTEE IN CONNECTION WITH THE PURCHASE AGREEMENT, (iii) PRICING ASSUMPTIONS, OR QUALITY OR **OUANTITY OF HYDROCARBON RESERVES (IF ANY) ATTRIBUTABLE TO THE** PROPERTIES OR THE ABILITY OR POTENTIAL OF THE PROPERTIES TO PRODUCE HYDROCARBONS, (iv) THE ENVIRONMENTAL CONDITION OF THE PROPERTIES, BOTH SURFACE AND SUBSURFACE, (v) THE STATUS OF THE RESPECT TO COMPLIANCE WITH APPLICABLE PROPERTIES WITH ENVIRONMENTAL LAWS OR ANY LAW OF THE TEXAS RAILROAD COMMISSION RELATING TO SPACING, DENSITY, SETBACKS, SPECIFICATIONS OR GRADES FOR EQUIPMENT OR MATERIALS, WELL INTEGRITY OR CONSTRUCTION, AND THE PROTECTION OF CORRELATIVE RIGHTS IN HYDROCARBONS, OR (vi) ANY OTHER MATTERS CONTAINED IN ANY MATERIALS FURNISHED OR MADE AVAILABLE TO GRANTEE BY GRANTOR OR BY GRANTOR'S AGENTS OR REPRESENTATIVES, OR (b) ANY OTHER EXPRESS, IMPLIED, STATUTORY OR OTHER WARRANTY OR REPRESENTATION WHATSOEVER. WITHOUT LIMITING GRANTOR'S WARRANTIES OR GRANTEE'S RIGHTS UNDER ARTICLE VII OR ARTICLE XII OF THE PURCHASE AGREEMENT OR UNDER THIS CONVEYANCE OR ANY OTHER CONVEYANCE EXECUTED PURSUANT TO THE

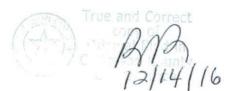




PURCHASE AGREEMENT, GRANTEE SHALL BE DEEMED TO HAVE INSPECTED THE PROPERTIES FOR ALL PURPOSES AND SATISFIED ITSELF AS TO THEIR PHYSICAL AND ENVIRONMENTAL CONDITION, BOTH SURFACE SUBSURFACE, INCLUDING BUT NOT LIMITED TO CONDITIONS SPECIFICALLY RELATED TO THE PRESENCE OR RELEASE OF HAZARDOUS MATERIAL. INCLUDING HAZARDOUS SUBSTANCES, SOLID WASTES, ASBESTOS AND OTHER MAN MADE FIBERS, OR NATURALLY OCCURRING RADIOACTIVE MATERIALS. EXCEPT FOR THE GRANTOR'S WARRANTIES, GRANTOR FURTHER DISCLAIMS ANY REPRESENTATION OR WARRANTY, EXPRESS, STATUTORY OR IMPLIED, OF RIGHTS OF A PURCHASER UNDER APPROPRIATE STATUTES TO CLAIM DIMINUTION OF CONSIDERATION OR RETURN OF THE PURCHASE PRICE. IT BEING EXPRESSLY UNDERSTOOD AND AGREED BY THE PARTIES HERETO THAT WITHOUT LIMITING GRANTOR'S WARRANTIES OR GRANTEE'S RIGHTS UNDER ARTICLE VII OR ARTICLE XII OF THE PURCHASE AGREEMENT OR UNDER THIS CONVEYANCE OR ANY OTHER CONVEYANCE EXECUTED PURSUANT TO THE PURCHASE AGREEMENT, GRANTEE SHALL BE DEEMED TO BE OBTAINING THE PROPERTIES, INCLUDING, WITHOUT LIMITATION, THE EQUIPMENT COMPRISING PART OF THE PROPERTIES, IN THEIR PRESENT STATUS, AND CONDITION, "AS IS" AND "WHERE IS" WITH ALL FAULTS OR LATENT, DISCOVERABLE DEFECTS (KNOWN OR UNKNOWN, UNDISCOVERABLE), AND THAT GRANTEE HAS MADE OR CAUSED TO BE MADE SUCH INSPECTIONS AS GRANTEE DEEMS APPROPRIATE TO ENTER INTO THIS CONVEYANCE AND, HAS MADE SUCH INSPECTIONS AS GRANTEE DEEMS APPROPRIATE TO CONSUMMATE THE TRANSACTION CONTEMPLATED HEREBY, GRANTOR AND GRANTEE AGREE THAT, TO THE EXTENT REQUIRED BY APPLICABLE LAW TO BE EFFECTIVE, THE DISCLAIMERS OF CERTAIN REPRESENTATIONS AND WARRANTIES CONTAINED IN THIS PARAGRAPH ARE "CONSPICUOUS" DISCLAIMERS FOR THE PURPOSE OF ANY APPLICABLE LAW.

This Conveyance is made subject to the terms and conditions of the Purchase Agreement, which terms are hereby incorporated into this Conveyance by reference for all purposes; however, third parties may conclusively rely upon this Conveyance to vest title to the Properties in Grantee. The Purchase Agreement contains certain representations, warranties and agreements between the parties, some of which may survive the delivery of this Conveyance, as provided for therein. Capitalized terms used herein but not defined shall have the meanings assigned to such terms in the Purchase Agreement. In the event of a conflict between the terms of this Conveyance and the Purchase Agreement the terms of the Purchase Agreement shall control for all purposes.

Grantor agrees to execute and deliver to Grantee, from time to time, such other and additional instruments, notices, division orders, transfer orders and other documents, and to do all such other and further acts and things as may be necessary to more fully and effectively grant, convey and assign to Grantee the Properties.



This Conveyance shall bind and inure to the benefit of the parties hereto and their respective successors and assigns.

This Conveyance, and all claims arising in connection with or related hereto, or the negotiation, execution or performance hereof (whether in contract or tort), shall, without regard to principles of conflicts of Law, be construed and enforced in accordance with and governed by the Laws of the state of Texas applicable to contracts made and to be performed entirely within such state and the Laws of the United States of America. EACH PARTY HERETO WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY ACTION, SUIT OR PROCEEDING ARISING OUT OF OR RELATING TO THIS CONVEYANCE.

This Conveyance is being executed in several counterparts all of which are identical except that, to facilitate recordation, certain counterparts hereof may contain only that portion of Exhibit A which contains specific descriptions of properties located in the recording jurisdiction in which the particular counterpart is to be recorded, with other portions of Exhibit A being included in such counterparts by reference only. All of such counterparts together shall constitute one and the same instrument.

[Remainder of page intentionally left blank; signature page follows.]





IN WITNESS WHEREOF this Conveyance has been executed by Grantor and Grantee on the date of its acknowledgment below but shall be effective as to runs of oil and deliveries of gas, and for all other purposes, as of the Effective Date.

GRANTOR:

Endurance Resources Holdings II, LLC

Name: Donald G. Ritter

Title: Chief Executive Officer

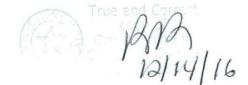
GRANTEE:

Atlantic Resources II Interests LLC

By:____ Name: R.A. Jennings

Title: Chief Executive Officer





IN WITNESS WHEREOF this Conveyance has been executed by Grantor and Grantee on the date of its acknowledgment below but shall be effective as to runs of oil and deliveries of gas, and for all other purposes, as of the Effective Date.

GRANTOR:

Endurance Resources Holdings II, LLC

By:

Name: Donald G. Ritter

Title: Chief Executive Officer

GRANTEE:

Atlantic Resources II Interests LLC

Name: R.A. Jennings

Title: Chief Executive Officer





STATE OF TEXAS	§
	§
COUNTY OF MIDLAND	§
Donald G. Ritter, as Chief Execut	nowledged before me this 13th day of December, 2016, by tive Officer of Endurance Resources Holdings II, LLC, a on behalf of the limited liability company.
Peggy A. Redman Commission Expires 05-06-2017	Peggy Q. Redman Notary Public My Commission Expires: 05-06-2017
(Notary Seal)	
STATE OF TEVAS	0
STATE OF TEXAS	§
	§
COUNTY OF	§
	owledged before me this day of December, 2016, by Officer of Atlantic Resources II Interests LLC, a Delaware of the limited liability company.
	Notary Public
	My Commission Expires:

(Notary Seal)

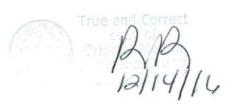
True and Correct

Acknowledgement Page to Assignment, Bill of Sale and Conveyance

STATE OF TEXAS	§	
	§	
COUNTY OF	§	
Donald G. Ritter, as Chief Execu	nowledged before me this day of December, 2016, by tive Officer of Endurance Resources Holdings II, LLC, a, on behalf of the limited liability company.	
	Notary Public	
	My Commission Expires:	
(Notary Seal)		
STATE OF TEXAS	§	
COUNTY OF Millard	§ §	
The foregoing instrument was ackn A. Jennings, as Chief Executive Off liability company, on behalf of the	owledged before me this 13 th day of December, 2016, by R. ficer of Atlantic Resources II Interests LLC, a Delaware limited limited liability company.	
	Notary Public My Commission Expires: 01-09-17	
(Notary Seal)		
atilitie		
MARY QUINTANA Notary Public, State of Texc My Commission Expires January 09, 2017	is	

Acknowledgement Page to Assignment, Bill of Sale and Conveyance





	PROSPECT	LESSOR ALLISON RENEE	LESSEE	LEASE & EFFECTIVE DATE	BOOK / PAGE / DOCUMENT	STATE / COUNTY	SECTION	BLOCK	ABSTRACT	SURVEY	LEGAL DESCRIPTION	DESCRIPTIVE DEPTH	GROSS ACRES	LEASE RECORD STATUS
11019 F	e	PARKER - ST TX ME	LEGEND NATURAL			TX				PSL /				
1869-E	Gateway 22	111869E	GAS IV LP	Sep 01 2010	882-615	Reeves	22	53	3570	HOPPER G	All	All depths	640 000	Artive
1019 0		J LOYD PARKER III -	LEGEND NATURAL			TX.				PSL/		T. M. Garage	0.40.000	77101746
1869-B	Gateway 22	JAMES BEASLEY	GAS IV LP	Sep 01 2010	882-605	Reeves	22	53	3570	HOPPER G	All	All depths	640 000	Active
1869-6	Gateway 22	YOUNG III - ST TX MF 111869C	LEGEND NATURAL GAS IV LP	Sep 01 2010	882-645	TX. Reeves	22	53	3570	PSL / HOPPER G	All	All depths	640 000	Active
11869-6	Gateway 22	MCCAMEY FARM AND RANCH LP ST TX MF 111869G	LEGEND NATURAL GAS IV LP	Sep 01 2010	882-595	TX. Reeves	22	53	3570	PSL / HOPPER G	All	All depths	640,000	Active
11819-1	Gateway 22	MICHELLE E JORDAN - ST TX MF 111869F	LEGEND NATURAL GAS IV LP	Sep 01 2010	882-635	TX. Reeves	22	53	3570	PSL / HOPPER G	All	All depths	640 000	Active
1819-A	Gateway 22	PAMELA PARKER CLIFTON - ST TX MF 111869A ROBBIN LEE	LEGEND NATURAL GAS IV LP	Sep 01 2010	882-625	TX Reeves	22	53	3570	PSL / HOPPER G	All	All depths	640 000	Active
111869-D	Gateway 22	YOUNG - ST TX MF 111869D SANDRA	LEGEND NATURAL GAS IV LP	Sep 01 2010	882-655	TX. Reeves	22	53	3570	PSL / HOPPER G	All	All depths	640 000	Active
13664	Johnny Cash 23	KORNEGAY METCALF ET AL - ST TX MF 113664	PETROHAWK PROPERTIES LP	Aug 26 2011	907-203	TX. Reeves	23	53	4088	PSL	NW/4	All depths	160 250	Active
12451	Johnny Cash 23	ST TX M 112451	ANGELLE & DONOHUE OIL & GAS PROPERTIES	Apr 05 2011	879-458		23	53	3972	PSL	S/2 & NE/4	All depths	480 750	
	Allman 24	DONNA J SPIVEY	PETROHAWK PROPERTIES LP	Aug 12 2011	899-82	TX. Reeves	24	53	2294	PSL	All	All depths	640.000	Active
	Aliman 24		PETROHAWK PROPERTIES LP PETROHAWK	Aug 12 2011	899-73		24	53	2294	PSL	All	All depths	640 000	Active
	Allman 24		PROPERTIES LP	Aug 12 2011	899-85	TX. Reeves	24	53	2294	PSL	All	All depths	640 000	Active
	Allman 24	LEWIS KEITH LYNN	PETROHAWK PROPERTIES LP PETROHAWK	Aug 12 2011	899-64	TX. Reeves TX.	24	53	2294	PSL		All depths	640 000	
	Allman 24		PROPERTIES LP	Aug 12 2011	899-76	0.000	24	53	2294	PSL	All	All depths	640 000	Active
	Aliman 24		PETROHAWK PROPERTIES LP PETROHAWK	Aug 12 2011	899-67		24	53	2294	PSL		All depths	640 000	
	Aliman 24		PROPERTIES LP	Aug 12 2011	899-70		24	53	2294	PSL	All	All depths	640 000	Active
	Allman 24	TOWANA SPIVEY	PETROHAWK PROPERTIES LP	Aug 12 2011	899-61		24	53	2294	PSL	All	All depths	640 000	Active
			PETROHAWK PROPERTIES LP	Aug 12 2011	899-79	TX. Reeves	24	53	2294	PSL	Ali	All depths	640 000	Active





EXHIBIT A LEASES

PROSPECT	LESSOR	LESSEE	LEASE & EFFECTIVE DATE	BOOK / PAGE / DOCUMENT	STATE / COUNTY	SECTION	BLOCK	ABSTRACT	SURVEY	LEGAL DESCRIPTION	DESCRIPTIVE DEPTH	GROSS ACRES	RECORD STATUS
		OBRIEN OIL AND	Nov 12 2014		TX.	25	53	3476	PSL	SE/4 LESS AND EXCEPT 4 acres in the extreme NW corner of this tract AND save and except Lots 37: 38: 39, 43: 44: 87: 88: 99, 106: 148: 150, 151: 155: 167, 168: 169: 170, 171: All located in block 1 of the Southwestern Development Company of Toyah, Texas Subdivision in the SE/4	All depths	155 03/2	2 Active
Allman 24	BRENDA TAYLOR	GAS INC	NOV 12 2014	1129-719	Reeves	23	55	5476	J. J.L	NW/4 NW/4 S/2 NW/4 N/2			
Aliman 24	DONNA J SPIVEY	PETROHAWK PROPERTIES LP	Aug 12 2011	899-82	TX. Reeves	25	53	2293	PSL	N/2 SW/4 & N/2 S/2 N/2 SW/4	All depths	180 000	Active
Allman 24	DONNA J SPIVEY	PETROHAWK PROPERTIES LP	Aug 12 2011	899-82	TX. Reeves	25	53	2293	PSL	NE/4 & NE/4 NW/4 S/2 SW/4 & S/2 S/2 N/2 SW/4	All depths	300.000	Active
Allman 24	JANIS DEE BOURLAND HELMEY	PETROHAWK PROPERTIES LP	Aug 12 2011	899-73	TX. Reeves	25	53	2293	PSL	NW/4 NW/4 S/2 NW/4 N/2 N/2 SW/4 & N/2 S/2 N/2 SW/4	All depths	180.000	0 Active
Aliman 24	JANIS DEE BOURLAND HELMEY	PETROHAWK PROPERTIES LP	Aug 12 201	899-73	TX. Reeves	25	53	2293	PSL	NE/4 & NE/4 NW/4, S/2 SW/4 & S/2 S/2 N/2 SW/4	All depths	300 000	Active
Aliman 24	JEFFERY ALLAN WILSON	PETROHAWK PROPERTIES LP	Aug 12 201	1 899-85	TX. Reeves	25	53	2293	PSL	NW/4 NW/4 S/2 NW/4 N/2 N/2 SW/4 & N/2 S/2 N/2 SW/4	All depths	180.000	0 Active
Aliman 24	JEFFERY ALLAN WILSON	PETROHAWK PROPERTIES LP	Aug 12 201	1 899-85	TX. Reeves	25	53	2293	PSL	NE/4 & NE/4 NW/4 S/2 SW/4 & S/2 S/2 N/2 SW/4	All depths	300 000	0 Active





PROSPECT	LESSOR	LESSEE	LEASE & EFFECTIVE DATE	PAGE / DOCUMENT	STATE /	SECTION	вьоск	ABSTRACT	SURVEY	LEGAL DESCRIPTION	DESCRIPTIVE DEPTH	GROSS ACRES	RECORI STATUS
Allman 24	KIMBERLY KAY SLOAN	OBRIEN OIL AND GAS INC	Oct 03 2014	1116-177 Amended 1129-717	TX Reeves	25	53	3476	PSL	SE/4 LESS AND EXCEPT 4 acres in the extreme NW comer of this tract AND save and except Lots 37 38 39 43 44 87 86 99 106 148 150, 151, 155, 167, 168 169, 170, 171 All located in block 1 of the Southwestern Development Company of Toyah, Texas Subdivision in the SE/4	All depths	155 032	2 Active
Aliman 24	LEWIS KEITH LYNN	PETROHAWK PROPERTIES LP	Aug 12 2011	899-64	TX. Reeves	25	53	2293	PSL	NW/4 NW/4 S/2 NW/4 N/2 N/2 SW/4 & N/2 S/2 N/2 SW/4	All depths	180 000	Active
Allman 24	LEWIS KEITH LYNN	PETROHAWK PROPERTIES LP	Aug 12 2011		TX. Reeves	25	53	2293	PSL	NE/4 & NE/4 NW/4 S/2 SW/4 & S/2 S/2 N/2 SW/4	All depths	300.000	Active
Aliman 24	MARY HUEBSCH	PETROHAWK PROPERTIES LP	Aug 12 2011	899-76	TX. Reeves	25	53	2293	PSL	NW/4 NW/4 S/2 NW/4 N/2 N/2 SW/4 & N/2 S/2 N/2 SW/4	All depths	180 000	Active
Aliman 24	MARY HUEBSCH	PETROHAWK PROPERTIES LP	Aug 12 2011	899-76	TX. Reeves	25	53	2293	PSL	NE/4 & NE/4 NW/4 S/2 SW/4 & S/2 S/2 N/2 SW/4	All depths	300 000	Active
Aliman 24	MICHAEL LYNN BOURLAND	PETROHAWK PROPERTIES LP	Aug 12 2011	899-67	TX. Reeves	25	53	2293	PSL	NW/4 NW/4 S/2 NW/4 N/2 N/2 SW/4 & N/2 S/2 N/2 SW/4 NE/4 & NE/4	All depths	180 000	Active
Aliman 24	MICHAEL LYNN BOURLAND	PETROHAWK PROPERTIES LP	Aug 12 2011	899-67	TX Reeves	25	53	2293	PSL	NW/4 S/2 SW/4 & S/2 S/2 N/2 SW/4	All depths	300 000	Active





		The Research of the Party	LEASE &	BOOK /		No. of Lot	Manual Section		THE RESERVE				ILEASE
		Mark San Control	EFFECTIVE	PAGE!	STATE!	No. of Lot	E PA			LEGAL	DESCRIPTIVE	GROSS	RECOR
PROSPECT	LESSOR	LESSEE	DATE			SECTION	BLOCK	ABSTRACT	SURVEY	DESCRIPTION		ACRES	STATUS
										SE/4 of Section			
								1		25. Block 53. A-		1	
										3476 PSL			
										Survey, Reeves			
								Wo.		County Texas			
										containing 160			
										acres, more or			
				19	1				1	less, LESS			
										AND EXCEPT			
										4 acres, more			
										or less in the			
										extreme			
										NW/corner and			
										FURTHER			
										LESS AND EXCEPT all of			
										Lots 106 87			
										88 43 44 150			
										151 170 171			
										155 148 167			
								1		168 37 38 39		1	
								1		and the East			
								1		22.579 feet of			
								1		lot 99, all in			
										Block 1 of the			
										Southwestern			
										Development		1	
	CHARLES LAWHON,									Company of			
	JANET LAWHON							1		Toyah Texas			
	JOHN LAWHON.	Endurance			- Transita			1		Subdivision of			
	TRACEY	Resources Holdings	AT 100 COLUMN 2 10	10000000	TX.	121	cus.	-		the SE/4 of			
Allman 24	SCHEIDLER	II. LLC	Sep 30 2016	1330-061	Reeves	25	53	3476	PSL	Section 25	All depths	155 032	Active
									/	NW/4 NW/4.	5	1	
					200					S/2 NW/4, N/2			
		PETROHAWK	1 Vessori	510 52	TX.	22			-	N/2 SW/4 & N/2	Sales Co.	1000 0000	5 1
Aliman 24	TIM WILSON	PROPERTIES LP	Aug 12 2011	899-70	Reeves	25	53	2293	PSL	S/2 N/2 SW/4 NE/4 & NE/4	All depths	180.000	Active
										NW/4 S/2			
		PETROHAWK			TX.					SW/4 & S/2 S/2			
Aliman 24	TIM WILSON	PROPERTIES LP	Aug 12 2011	899.70	Reeves	25	53	2293	PSL	N/2 SW/4	All depths	300.000	Active
Amman 24	TIM WILSON	PROPER HES LP	Aug 12 2011	033-70	IXECVE3	20	55	25.30	FOL		Pul depilis	300.000	PIGHTE.
										NW/4 NW/4			
		DETERMINE THE			40					S/2 NW/4 N/2			
		PETROHAWK		000 04	TX.	26	E2	2202	me.	N/2 SW/4 & N/2		100 000	X-turn
	TOWANA SPIVEY	PROPERTIES LP	Aug 12 2011	899-61	Reeves	25	53	2293	PSL	S/2 N/2 SW/4 NE/4 & NE/4	All depths	180 000	wctive
Militari 24										NW/4 S/2			
Militari 24					TX.					SW/4 & S/2 S/2			
Allman 24					100	1000	53	2293	PSL	N/2 SW/4	All developed	200 000	Active
Aliman 24	TOWANA SPIVEY	PETROHAWK PROPERTIES LP	Aug 12 2011	899-61	Reeves	25	53	2293	PSL	INIZ SANIA	All depths	300.000	Line Line
	TOWANA SPIVEY		Aug 12 2011	899-61	Reeves	25	53	2293	I SL		All depins	300.000	Piddisc.
	TOWANA SPIVEY		Aug 12 2011	899-61	Reeves	25	53	2293	PSL	NW/4 NW/4	All depths	300.000	- Surve
	TOWANA SPIVEY		Aug 12 2011	899-61	Reeves	25	55	2293	PSL		All depths	300.000	Polive





	PROSPECT	LESSOR	LESSEE	LEASE & EFFECTIVE DATE	BOOK / PAGE / DOCUMENT	STATE /	SECTION	вьоск	ABSTRACT	SURVEY	LEGAL DESCRIPTION	DESCRIPTIVE DEPTH	GROSS ACRES	LEASE RECORD STATUS
		WEETONA	PETROHAWK			TX.					NE/4 & NE/4 NW/4 . S/2 SW/4 & S/2 S/2			
	Aliman 24	STANLEY	PROPERTIES LP	Aug 12 2011	899-79	Reeves	25	53	2293 187 acs - A 3973, 374 acs - A 4129	PSL	N/2 SW/4	All depths	300 000	Active
2452	Johnny Cash	ST TX M 112452	DONOHUE OIL & GAS PROPERTIES	Apr 05 2011	879-452	TX. Reeves	26	53	80 acs - A 4182	PSL	All	All depths	641 000	Active
869	Gateway 22	ALLISON RENEE PARKER STITX MF 111869E	LEGEND NATURAL GAS IV LP	Sep 01 2010	882-615	TX. Reeves	27	53	3568	PSL / HOPPER WM	N/2 & SW/4	All depths	480,700	Active
11	Gateway 22	J LOYD PARKER III - ST TX MF 111869B	LEGEND NATURAL GAS IV LP	Sep 01 2010	882-605	TX. Reeves	27	53	3568	PSL / HOPPER WM	N/2 & SW/4	All depths	480,700	Active
и	Gateway 22	JAMES BEASLEY YOUNG III - ST TX MF 111869C	LEGEND NATURAL GAS IV LP	Sep 01 2010	882-645	TX. Reeves	27	53	3568	PSL / HOPPER WM	N/2 & SW/4	All depths	480 700	Active
4	Gateway 22	MCCAMEY FARM AND RANCH LP ST TX MF 111869G	LEGEND NATURAL GAS IV LP	Sep 01 2010	882-595	TX. Reeves	27	53	3568	PSL/ HOPPER WM	N/2 & SW/4	All depths	480 700	Active
11	Gateway 22	MICHELLE E JORDAN - ST TX MF 111869F	LEGEND NATURAL GAS IV LP	Sep 01 2010	882-635	TX. Reeves	27	53	3568	PSL / HOPPER WM	N/2 & SW/4	All depths	480.700	Active
10	Gateway 22	PAMELA PARKER CLIFTON - ST TX MF 111869A	LEGEND NATURAL GAS IV LP	Sep 01 2010		TX. Reeves	27	53	3568	PSL / HOPPER WM	N/2 & SW/4	All depths	480 700	Active
1		ROBBIN LEE YOUNG - ST TX MF	LEGEND NATURAL	Sep 01 2010		TX. Reeves	27	53	3568	PSL / HOPPER WM	N/2 & SW/4	All depths	480 700	Active
	GLO 53 Sec 28-33	LOWE ROYALTY PARTNERS LP	ENDURANCE RESOURCES HOLDINGS II LLC	Jul 15 2015		TX. Reeves	36	53	2652	PSL	N/2	All depths	320.000	Active
7877	GLO 53 Sec 28-33	ST TX MF 117877	ENDURANCE RESOURCES HOLDINGS II LLC	Jan 05 2016	1260-0206	TX. Culberson & Reeves		53	2652	PSL	W/2	All depths	320 500	0 Active
7878	GLO 53 Sec 28-33	ST TX MF 117878	ENDURANCE RESOURCES HOLDINGS II LLC	Jan 05 2016	1260-0195	TX, Culberson & Reeves		53	2	PSL	All	All depths	641 000	0 Active
plicate 869		ALLISON RENEE PARKER - ST TX MF 111869E	LEGEND NATURAL GAS IV LP	Sep 01 2010	882-615	TX. Reeves	34	53	3567	PSL	Ali	All depths	641 000	0 Active
ч	Gateway 34	J LOYD PARKER III - ST TX MF 1118698	LEGEND NATURAL GAS IV LP	Sep 01 2010	882-605	TX. Reeves	34	53	3567	PSL	All	All depths	641 00	Active
. (Gateway 34	JAMES BEASLEY YOUNG III - ST TX MF 111869C	LEGEND NATURAL GAS IV LP	Sep 01 2010	882-645	TX. Reeves	34	53	3567	PSL	All	All depths	641 00	0 Active
LI	Gateway 34	MCCAMEY FARM AND RANCH LP - ST TX MF 111869G	LEGEND NATURAL GAS IV LP	Sep 01 2010	882-595	TX Reeves	34	53	3567	PSL	All	All depths	641 00	0 Active
11	Gateway 34	MICHELLE E JORDAN - ST TX MF	LEGEND NATURAL	Sep 01 2010	882-635	TX. Reeves	34	53	3567	PSL	All	All depths	641 00	0 Active





EXHIBIT A LEASES

	PROSPECT	LESSOR	LESSEE	LEASE & EFFECTIVE DATE	PAGE / DOCUMENT	STATE / COUNTY	SECTION	BLOCK	ABSTRACT	SURVEY	LEGAL DESCRIPTION	DESCRIPTIVE	GROSS	RECORD STATUS
20:0	PROSPECT	PAMELA PARKER	LESSEE	DATE	DOCOMENT	COUNTY	SECTION	DEOCK	ADSTION	CONTE	DESCRIPTION	DC/ III	- Indicate	
Duylicat	4	CLIFTON - ST TX MF	LEGEND NATURAL			TX.								
11869	Gateway 34	111869A	GAS IV LP	Sep 01 2010	882-625	Reeves	34	53	3567	PSL	All	All depths	641 000	Active
No.		ROBBIN LEE												
11		YOUNG - ST TX MF	LEGEND NATURAL	#10000000101000000000		TX.			aran.			A 11 -4	544 500	E at use
	Gateway 34	111869D	GAS IV LP	Sep 01 2010	882-655	Reeves	34	53	3567	PSL	All	All depths	641.000	Active
	Howlin Wolf	LOWE ROYALTY	ENDURANCE			TX.				PSL/LL				
17612	Blk 53 Sec	PARTNERS LP - ST TX MF 117612	RESOURCES	Jul 15 2015	1000 0400	Reeves	35	53	3467	FORD	S/2 & NE/4	All depths	480 000	Active
11010	35	1 X MF 11/612	HOLDINGS II LLC	Jul 13 2013	1202-0403	Reeves	33	30	3407	I OND	02 0 ND4	Politica de la composition della composition del	750.000	7 10117 0
	Gateway fna	LOWE ROYALTY	RESOURCES			TX.								
10-	Cottonwood	PARTNERS LP	HOLDINGS II LLC	Jul 15 2015	1202-0403	Reeves	36	53	2610	PSL	N/2	All depths	320 000	Active
) unlest	Howlin Wolf	LOWE ROYALTY	ENDURANCE											
colorer of	Blk 53 Sec	PARTNERS LP ST	RESOURCES			TX_				1			400000000000000000000000000000000000000	Long
17612	37	TX MF 117612	HOLDINGS II LLC	Jul 15 2015	1202-0403	Reeves	37	53	5968	PSL	W/2	All depths	320 000	Active
141	-	ALLISON RENEE	THE CASE AND ADDRESS OF THE CASE OF THE CA											
Dusplace	te	PARKER - ST TX MF	LEGEND NATURAL	W 100 200 200 200 200 200 200 200 200 200	unercent)	TX.	100	1992			***	AWARD SANCE		NO.
17612 11869	Gateway 38	111869E	GAS IV LP	Sep 01 2010	882-615	Reeves	38	53	2981	PSL	All	All depths	641 000	ACTIVE
11	AND DESCRIPTION OF PROPERTY	J LOYD PARKER III -	LEGEND NATURAL		000.005	TX.	38	53	2981	PSL	All	All depths	641 000	Action
"	Gateway 38	ST TX MF 1118698	GAS IV LP	Sep 01 2010	882-605	Reeves	38	53	2901	FSL	(A1)	Au depuis	04.1 000	PAGILLE.
		JAMES BEASLEY YOUNG III - ST TX	LEGEND NATURAL			TX.								
LC	Gateway 38	MF 111869C	GAS IV LP	Sep 01 2010	882,645	Reeves	38	53	2981	PSL	Alt	All depths	641 000	Active
	Gateway 30	MCCAMEY FARM	IGAG IV LF	365 67 2010	002-045	1100103								
11		AND RANCH LP - ST	LEGEND NATURAL			TX.			1					
**	Gateway 38	TX MF 111869G	GAS IV LP	Sep 01 2010	882-595	Reeves	38	53	2981	PSL	All	All depths	641.000	Active
	- Calenay so	MICHELLE E						0						
11		JORDAN - ST TX MF	LEGEND NATURAL			TX								
••	Gateway 38	111869F	GAS IV LP	Sep 01 2010	882-635	Reeves	38	53	2981	PSL	All	All depths	641 000	Active
	1	PAMELA PARKER												
11		CLIFTON - ST TX ME			CONTRACT.	TX.	691			200	200	40.00	C 44 000	
• •	Gateway 38	111869A	GAS IV LP	Sep 01 2010	882-625	Reeves	38	53	2981	PSL	Ali	All depths	641 000	Active
		ROBBIN LEE				TX								
11		YOUNG - ST TX MF	LEGEND NATURAL	C 04 2040	000 000	Reeves	38	53	2981	PSL	All	All depths	641 000	Active
	Gateway 38	111869D	GAS IV LP ENDURANCE	Sep 01 2010	882-655	Reeves	30	33	2901	FUL	Patt	All supplies	041.000	100100
24.	GLO 53 Sec		RESOURCES			TX								
17884	39-46	ST TX MF 117884	HOLDINGS II LLC	Jan 05 2016	1260-0184	Reeves	39	53		PSI	All	All depths	641.000	Active
1/001	38-40	31 17 MI 117004	TIOLDII4GO II LLC	0011002010	12.00									
	1		ENDURANCE			TX.								
			RESOURCES			Culberson		Lance Control		Danie -	1000	CARL STATE CONTRACTOR	100000000000000000000000000000000000000	A STATE OF THE STA
18107	GLO Sect 40	ST TX MF 118107	HOLDINGS II LLC	Jul 19 2016		& Reeves	40	53	2654	PSL	All	All depths	641 000	Active
1010	7	ALLISON RENEE												
Dupares	CLO 53 Sec	PARKER - ST TX MF	LEGEND NATURAL	974742479844	444000000000000000000000000000000000000	TX.	100		0057	PSL	All	All depths	641.000	Artun
1869	39-46	111869E	GAS IV LP	Sep 01 2010	882-615	Reeves	46	53	2657	PSL	AS)	All deptilis	641.000	THOUSE
	GLO 53 Sec	J LOYD PARKER III -	LEGEND NATURAL	Sep 01 2010	992 606	TX. Reeves	46	53	2657	PSL	All	All depths	641 000	Active
11	39-46	ST TX MF 111869B	GAS IV LP	Sep 01 2010	002-003	reeves	40	00	2.007	, OL		oopnio		
	GLO 53 Sec	JAMES BEASLEY YOUNG III - ST TX	LEGEND NATURAL	_		TX								
11	GLO 53 Sec 39-46	MF 111869C	GAS IV LP	Sep 01 2010	882-645	Reeves	46	53	2657	PSL	All	All depths	641 000	Active
	03-40	MCCAMEY FARM	One IV Cr	50,012010										
14	GLO 53 Sec	AND RANCH LP - ST	LEGEND NATURAL			TX.					-20	7710 ACLE 1 32	TESA, INCOM	
	39-46	TX MF 111869G	GAS IV LP	Sep 01 2010	882-595	Reeves	46	53	2657	PSL	All	All depths	641 000	Active
		MICHELLE E												
11	GLO 53 Sec	JORDAN - ST TX MF	LEGEND NATURAL	EL COMPANS		TX. Reeves	46	53	2657	PSL	All	All depths	641 000	A atura
		111869F	GASIVLP	Sep 01 2010										





Duplicate	PROSPECT	LESSOR	LESSEE		BOOK / PAGE / DOCUMENT	STATE / COUNTY	SECTION	вьоск	ABSTRACT	SURVEY	LEGAL DESCRIPTION	DESCRIPTIVE DEPTH	GROSS ACRES	RECORD STATUS
11869	GLO 53 Sec 39-46	PAMELA PARKER CLIFTON - ST TX MF 111869A	LEGEND NATURAL GAS IV LP	Sep 01 2010	882-625	TX. Reeves	46	53	2657	PSL	All	All depths	641 000	Active
	GLO 53 Sec 39-46	ROBBIN LEE YOUNG - ST TX MF 111869D	LEGEND NATURAL GAS IV LP	Sep 01 2010	882-655	TX. Reeves	46	53	2657	PSL	All	All depths	641 000	Active
ч	Gateway 38	ALLISON RENEE PARKER - ST TX MF 111869E	LEGEND NATURAL GAS IV LP	Sep 01 2010	882-615	TX Reeves	47	53	3569	PSL	N/2 SW/4 & W/2 SE/4	All depths	561 000	Active
11	Gateway 38	J LOYD PARKER III - ST TX MF 111869B	LEGEND NATURAL GAS IV LP	Sep 01 2010	882-605	TX, Reeves	47	53	3569	PSL	N/2 SW/4 & W/2 SE/4	All depths	561 000	Active
LL.	Gateway 38	JAMES BEASLEY YOUNG III - STITX MF 111869C	LEGEND NATURAL GAS IV LP	Sep 01 2010	882-645	TX. Reeves	47	53	3569	PSL	N/2 SW/4 & W/2 SE/4	All depths	561 000	Active
Ц	Gateway 38	MCCAMEY FARM AND RANCH LP - ST TX MF 111869G	LEGEND NATURAL GAS IV LP	Sep 01 2010	882-595	TX. Reeves	47	53	3569	PSL	N/2 SW/4 & W/2 SE/4	All depths	561 000	Active
u	Gateway 38	MICHELLE E JORDAN - ST TX MF	LEGEND NATURAL GAS IV LP	Sep 01 2010	882-635	TX. Reeves	47	53	3569	PSL	N/2 SW/4 & W/2 SE/4	All depths	561 000	Active
10	Gateway 38	PAMELA PARKER CLIFTON - ST TX MF	LEGEND NATURAL GAS IV LP	Sep 01 2010	882-625	TX. Reeves	47	53	3569	PSL	N/2 SW/4 & W/2 SE/4	All depths	561 000	Active
li	Gateway 38	ROBBIN LEE YOUNG - ST TX MF	LEGEND NATURAL GAS IV LP	Sep 01 2010	882-655	TX. Reeves	47	53	3569	PSL	N/2 SW/4 & W/2 SE/4	All depths	561,000	Active
4473-D	Gateway 48	ALAN R ZEMAN ST TX MF114473D	PETROHAWK PROPERTIES LP	May 24 2012	951-763	TX. Reeves	48	53	3628	PSL	W/2 SW/4	All depths	80 000	Active
1869	Gateway 48	ALLISON RENEE PARKER ST TX MF 111869E	LEGEND NATURAL GAS IV LP	Sep 01 2010	882-615	TX. Reeves	48	53	2980	PSL	N/2 SE/4 & E/2 SW/4	All depths	561,000	Active
4473k		BARBARA ELIZABETH JOHNSON DODSON - ST TX MF114473K BILLIE NELL	PETROHAWK PROPERTIES LP	May 24 2012	956-404	TX. Reeves	48	53	3628	PSL	W/2 SW/4	All depths	80 000) Active
4473E	Gateway 48	EASTLAND ST TX	PETROHAWK PROPERTIES LP	May 24 2012	951-755	TX. Reeves	48	53	3628	PSL	W/2 SW/4	All depths	80 000	Active
4473-0		CHRISTINA C STAPLETON ET AL- ST TX MF1144730	PETROHAWK PROPERTIES LP	May 24 2012	951-746	TX. Reeves	48	53	3628	PSL	W/2 SW/4	All depths	80.000	Active
4473-L	T	GEORGE M CROSS ST TX MF114473L	PETROHAWK PROPERTIES LP	May 24 2012	956-396	TX. Reeves	48	53	3628	PSL	W/2 SW/4	All depths	80 000	Active
1869	Gateway 48	J LOYD PARKER III - ST TX MF 111869B	GAS IV LP	Sep 01 2010	882-605	TX. Reeves	48	53	2980	PSL	SW/4	All depths	561 000	Active
	Gateway 48	JAMES BEASLEY YOUNG III - ST TX MF 1118690	LEGEND NATURAL GAS IV LP	Sep 01 2010	882-645	TX Reeves	48	53	2980	PSL	N/2 SE/4 & E/2 SW/4	All depths	561 000	Active
4473-1	Gateway 48	JAMES G CRAWFORD - ST TX MF114473M	PETROHAWK PROPERTIES LP	May 24 2012	2 956-388	TX. Reeves	48	53	3628	PSL	W/2 SW/4	All depths	80 000	Active
	Gateway 48	KARA L KEYZER ET AL - ST TX MF114473B	PETROHAWK PROPERTIES LP	May 24 2012	951-736	TX. Reeves	48	53	3628	PSL	W/2 SW/4	All depths	80 000	Active



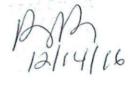


EXHIBIT A LEASES

	PROSPECT		LESSEE	LEASE & EFFECTIVE DATE	BOOK / PAGE / DOCUMENT	STATE /	SECTION	BLOCK	ABSTRACT	SURVEY	LEGAL DESCRIPTION	DESCRIPTIVE DEPTH	GROSS ACRES	RECORD STATUS
14473-A	Cateman 49	LYNN SWIGART - ST TX MF114473A	PETROHAWK PROPERTIES LP	May 24 2012	DE4 700	TX. Reeves	48	53	3628	PSL	IAUD CIAUA	All structure	80.000	
aplicate 1869	Gateway 48	MCCAMEY FARM AND RANCH LP - ST TX-MF 111869G	LEGEND NATURAL GAS IV LP	Sep 01 2010		TX. Reeves	48	53	2980	PSL	W/2 SW/4 N/2 SE/4 & E/2 SW/4	All depths All depths	561 000	Active Active
V	Gateway 48	MICHELLE E JORDAN - ST TX MF 111869F	LEGEND NATURAL GAS IV LP	Sep 01 2010	882-635	TX. Reeves	48	53	2980	PSL	N/2, SE/4 & E/2 SW/4	All depths	561 000	Active
10	Gateway 48	PAMELA PARKER CLIFTON - ST TX MF 111869A	LEGEND NATURAL GAS IV LP	Sep 01 2010	882-625	TX. Reeves	48	53	2980	PSL	N/2, SE/4 & E/2 SW/4	All depths	561 000	Active
4473·J	Gateway 48	RACHEL MORTON NIXON ET AL ST TX MF114473J	PETROHAWK PROPERTIES LP	May 24 2012	955-216	TX. Reeves	48	53	3628	PSL	W/2 SW/4	All depths	80 000	Active
U869	Gateway 48	ROBBIN LEE YOUNG - ST TX MF 111869D	LEGEND NATURAL GAS IV LP	Sep 01 2010	882-655	TX. Reeves	48	53	2980	PSL	N/2 SE/4 & E/2 SW/4	All depths	561 000	Active
14473-I	Gateway 48	RONALD DAVID COODY ET AL - ST TX MF114473F	PETROHAWK PROPERTIES LP	May 24 2012	955-207	TX. Reeves	48	53	3628	PSL	W/2 SW/4	All depths	80 000	Active
4473.1	Gateway 48	ROSS A GILSON ET AL - ST TX MF114473H	PETROHAWK PROPERTIES LP	May 24 2012	955-190	TX Reeves	48	53	3628	PSL	W/2 SW/4	All depths	80 000	Active
4473-N	Gateway 48	WILLIAM KINARD CROUCH - ST TX MF114473N	PETROHAWK PROPERTIES LP	May 24 2012	955-199	TX. Reeves	48	53	3628	PSL	W/2 SW/4	All depths	80 000	Active
144739	Gateway 48	WILLIAM MILTON BEVILL ET AL - ST TX MF114473F	PETROHAWK PROPERTIES LP	May 24 2012	955-225	TX. Reeves	48	53	3628	PSL	W/2 SW/4	All depths	80 000	Active
14473-6	Gateway 48	WORTH W ROSS ET AL - ST TX MF114473G	PETROHAWK PROPERTIES LP	May 24 2012	955-181	TX. Reeves	48	53	3628	PSL	W/2 SW/4	All depths	80 000	Active
	Orbison 28	BLAKE OIL AND GAS CORPORATION	PETROHAWK PROPERTIES LP	Oct 05 2011	910-163	TX. Reeves	28	56	5016	PSL	E/2 SE/4 & SW/4 SE/4	Surface to 100' below the deepest producing interval	120 000	Active
17757	Orbison 28	CARTER JONOTHAN COLEMAN - ST TX MF 117757	PETROHAWK PROPERTIES LP	Aug 30 2011	907-211	TX. Reeves	28	56	5967	PSL	N/2 NE/4 & SE/4 NE/4	All depths	119 780	Active
Tuplicate	Orbison 28	CARTER JONOTHAN COLEMAN ST TX MF 117757	PETROHAWK PROPERTIES LP	Aug 30 2011	907-211	TX Reeves	28	56	5704	PSL	W/2	All depths	319 140	Active
•	Orbison 28	BANK OF AMERICA, N.A., TRUSTEE OF THE CHARLES R. MEEKER TRUST, U/A DATED JULY 6, 1992, AMENDED AND RESTATED JUNE 5, 1998	PETROHAWK PROPERTIES LP	Apr 28 2011	882-197	TX Reeves	28	56	5967	PSL	N/2 NE/4 & SE/4 NE/4	Surface to the stratigraphic equivalent of the base of the Wolfcamp Formation	119 780	Active
	Orbison 28	DAVID R SCYOC	PETROHAWK PROPERTIES LP	Nov 01 2011	913-371	TX Reeves	28	56	5016	PSL	E/2 SE/4 & SW/4 SE/4	All depths	120 000	Active



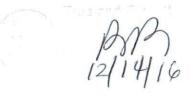
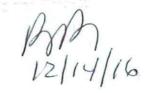


EXHIBIT A

	PROSPECT	LESSOR	LESSEE	LEASE & EFFECTIVE DATE	BOOK / PAGE / DOCUMENT	STATE /	SECTION	ВЬОСК	ABSTRACT	SURVEY	LEGAL DESCRIPTION	DESCRIPTIVE DEPTH	GROSS ACRES	LEASE RECORD STATUS
0.		E L GARRISON TRUST, JOYCE THOMAS INDIVIDUALLY AND TRUSTEE	PETROHAWK PROPERTIES LP	Feb 08 2011	878-804	TX. Reeves	28	56	5875	PSL	S/2 NW/4 SE/4	All depths	20 000	Active
ruplicat 7757				244 - 14572 4000		TX.					N/2 NE/4 &		119 780	
1121	Orbison 28	MF 117757	PROPERTIES LP	Aug 30 2011	907-220	Reeves	28	56	5967	PSL	SE/4 NE/4	All depths	119.780	Active
ц	Orbison 28	FRANCES A POLLARD - DECEASED - ST TX MF 117757	PETROHAWK PROPERTIES LP	Aug 30 2011	907-220	TX. Reeves	28	56	5704	PSL	W/2	All depths	319 140	Active
11		H L HAWKINS JR INC - ST TX MF	PETROHAWK	M 02 7011	990 621	TX. Reeves	28	56	5704	PSL	W/2	Surface to 100° below the base of the Wolfcamp Formation	319 140	Active
	Orbison 28	HARRISON TRUST RODDY HARRISON TRUSTEE	PROPERTIES LP ENDURANCE RESOURCES LLC	Mar 03 2011		TX Reeves	28	56	5967	PSL	N/2 NW/4 SE/4	Surface to 100' below the stratigraphic equivalent of the base of the Wolfcamp		Active
ιţ	Orbison 28	JILL HOLT BELL AKA JILL PERRY HOLT - ST TX MF	PETROHAWK PROPERTIES LP	Aug 30 2011	907-217	TX. Reeves	28	56	5967	PSL	N/2 NE/4 & SE/4 NE/4	All depths	119 780) Active
11	Orbison 28	JILL HOLT BELL AKA JILL PERRY HOLT - ST TX MF 117757	PETROHAWK PROPERTIES LP	Aug 30 2011		TX. Reeves	28	156	5704	PSL	W/2	All depths	319 140	Active
אזרר	Orbison 28	LIFETIME BENEFIT OF L H MEEKER ET AL STIXMF	PETROHAWK PROPERTIES LP	Feb 09 2011		TX Reeves	28	56	5967	PSL	N/2 NE/4 & SE/4 NE/4	Surface to 100' below the stratigraphic equivalent of the base of the Wolfcamp Formation	119 780	Active
litati		MEEKER INVESTMENTS INC. ST TX MF 117758		Feb 09 201		TX.	28	56	5967	PSL	N/2 NE/4 & SE/4 NE/4	Surface to 100' below the stratigraphic equivalent of the base of the Wolfcamp Formation	119 780	Active
	Orbison 28	NEAL LEE BINGHAM		Feb 09 201		TX. Reeves	28	56	5858	PSL	SW/4 NE/4	All depths	40.000	Active
1107		ROBERT J HOOK ET		Feb 09 201		TX. Reeves	28	56	5016	PSL	E/2 SE/4 & SW/4 SE/4	All depths	120 000	Active
	Orbison 28	RONALD WILSON ET UX	PETROHAWK PROPERTIES LP	Feb 09 201		TX. Reeves	28	56	5016	PSL	E/2 SE/4 & SW/4 SE/4	All depths	120.000	Active
	Orbison 28	VIRGINIA R HUSTON	PETROHAWK PROPERTIES LP	Apr 11 201		TX. Reeves	28	56	5016	PSL	E/2 SE/4 & SW/4 SE/4	All depths	120 000	Active



	PROSPECT	LESSOR	LESSEE	LEASE & EFFECTIVE DATE	BOOK / PAGE / DOCUMENT	STATE /	SECTION	BI OCK	ABSTRACT	SURVEY	LEGAL	DESCRIPTIVE DEPTH	GROSS ACRES	LEASE RECORD STATUS
	PROSPECT	WILLIAM PERRY	LESSEE	DATE	DOCUMENT	COUNTY	SECTION	BLOCK	ADSTROICE	JOHNEL	DEGGIAN HON	Dur 114	714114	
117756	Orbison 28	COLEMAN - ST TX	PETROHAWK PROPERTIES LP	Aug 30 2011	907-214	TX. Reeves	28	56	5967	PSL	N/2 NE/4 & SE/4 NE/4	All depths	119 780	Active
		WILLIAM PERRY COLEMAN ST TX	PETROHAWK			TX								
11755	Orbison 28	MF 117757	PROPERTIES LP	Aug 30 2011	907-214	Reeves	28	56	5704	PSL	W/2	All depths	319 140	Active
Duplicai 17756		WINDI GRIMES SOLE TRUSTEE OF THE AWP 1983 TRUST - ST TX MF	PETROHAWK PROPERTIES LP	Feb 09 2011	1886-506	TX.	28	56	5967	PSL	N/2 NE/4 & SE/4 NE/4	Surface to 100' below the stratigraphic equivalent of the base of the Wolfcamp Formation	119 780	Active
11100	Croison 20	11/100	PETROHAWK	7.00.00.00	-	TX.								
	Santana 29	DONNA J SPIVEY	PROPERTIES LP	Aug 12 2011	899-82	Reeves	29	56	2292	PSL	All	All depths	640.000	Active
	S	JANIS DEE BOURLAND HELMEY	PETROHAWK PROPERTIES LP	Aug 12 2011	PGG 73	TX. Reeves	29	56	2292	PSL	All	All depths	640.000	Active
	Santana 29	JEFFERY ALLAN	PETROHAWK	Aug 12 2011	033-73	TX	20	-	LEGE	7.504				
	Santana 29	WILSON	PROPERTIES LP	Aug 12 2011	899-85	Reeves	29	56	2292	PSL	All	All depths	640.000	Active
			PETROHAWK	W Grandway		TX,	444			PSL	All	All doubles	640 000	Action
	Santana 29	LEWIS KEITH LYNN	PROPERTIES LP	Aug 12 2011	899-64	Reeves	29	56	2292	PSL	All	All depths	540.000	Active
	Santana 29	MARY HUEBSCH	PETROHAWK PROPERTIES LP	Aug 12 2011	899-76	Reeves	29	56	2292	PSL	All	All depths	640 000	Active
	Caritario EU	MICHAEL LYNN	PETROHAWK			TX.								
	Santana 29	BOURLAND	PROPERTIES LP	Aug 12 2011	899-67	Reeves	29	56	2292	PSL	All	All depths	640 000	Active
		THE LAW CON	PETROHAWK PROPERTIES LP	Aug 12 2011	800.70	TX. Reeves	29	56	2292	PSL	All	All depths	640 000	Active
	Santana 29	TIM WILSON	PETROHAWK	Aug 12 2011	1689-10	TX	20	50	22.02	1.02	17.50			
~	Santana 29	TOWANA SPIVEY	PROPERTIES LP	Aug 12 2011	899-61	Reeves	29	56	2292	PSL	All	All depths	640.000	Active
		WEETONA	PETROHAWK	S Theorem		TX	0.5		0000	ne.	All	All depths	640.000	Active
	Santana 29	STANLEY	PROPERTIES LP	Aug 12 2011	899-79	Reeves	29	56	2292	PSL	MIL	Surface to 100°	540,000	Melike
112 <i>6</i> 82-H	Muddy Water 30	DONNA J SPIVEY - ST TX MF 112682H	PETROHAWK PROPERTIES LP	Feb 09 2011	880-593	TX. Reeves	30	56	2291	PSL	NE/4	below the base of the Wolfcamp Formation Surface to 100	160.000	Active
0 0	Vin Horn Sollows	Control and the Control of Control				Total Control				i		below the base of		
Duplint.	Muddy Water	DONNA J SPIVEY -	PETROHAWK PROPERTIES LP	Feb 09 2011	980 503	TX. Reeves	30	56	2291	PSL	NW/4 SE/4	Formation	40.000	Active
2 682-A	Muddy Water	ST TX MF 112682H JANIS DEE BOURLAND HELMEY - ST TX MF 112682A	PETROHAWK PROPERTIES LP	Feb 09 2011		TX Reeves	30	56	2291	PSL	SW/4	Surface to 100' below the base of the Wolfcamp Formation	160 000	Active
lint.	Muddy Water	JANIS DEE BOURLAND HELMEY - ST TX MF 112682A JANIS DEE BOURLAND	PETROHAWK	5-1-00-001	1000 570	TX Reeves	30	56	2291	PSL	NW/4 & E/2 SE/4 & SW/4 SE/4	Surface to 100' below the base of the Wolfcamp Formation	280 000	Active
mortale	30	112682A	PROPERTIES LP	Feb 09 2011	000-318	IL/GEAG?	30	00	E-C-0.1	- CE	023	Surface to 100		
Duplicat.	Muddy Water	HELMEY - ST TX MF	PETROHAWK PROPERTIES LP	Feb 09 2011	880-579	TX. Reeves	30	56	2291	PSL	NW/4 SE/4	below the base of the Wolfcamp Formation	40 000) Active
112682-D		JEFFERY ALLAN WILSON - ST TX MF. 112682D	PETROHAWK PROPERTIES LP	Feb 09 201		TX. Reeves	30	56	2291	PSL	NE/4	Surface to 100' below the base of the Wolfcamp Formation	160.000	Active





EXHIBIT A LEASES

	PROSPECT	LESSOR	LESSEE	LEASE & EFFECTIVE DATE	PAGE / DOCUMENT	STATE /	SECTION	BLOCK	ABSTRACT	SURVEY	LEGAL DESCRIPTION	DESCRIPTIVE DEPTH	GROSS ACRES	RECORE
2682-D	Muddy Water	JEFFERY ALLAN WILSON - ST TX MF 112682D	PETROHAWK PROPERTIES LP	Feb 09 2011	880-607	TX. Reeves	30	56	2291	PSL	NW/4 SE/4	Surface to 100 below the base of the Wolfcamp Formation		Active
uplicate	Muddy Water 30	JEFFERY ALLAN WILSON - ST TX MF 112682D	PETROHAWK PROPERTIES LP	Feb 09 2011	880-607	TX. Reeves	30	56	2291	PSL	NW/4 & E/2 SE/4 & SW/4 SE/4	Surface to 100 below the base of the Wolfcamp Formation	280 000	Active
12682:0	Muddy Water	LEWIS KEITH LYNN ST TX MF 1126820	PETROHAWK PROPERTIES LP	Feb 09 2011	880-558	TX. Reeves	30	56	2291	PSL	NW/4 & E/2 SE/4 & SW/4 SE/4	Surface to 100' below the base of the Wolfcamp Formation	280 000	Active
Pylicate	Muddy Water 30		PETROHAWK PROPERTIES LP	Feb 09 2011	880-558	TX Reeves	30	56	2291	PSL	NW/4 SE/4	Surface to 100° below the base of the Wolfcamp Formation	40 000	Active
26828	Muddy Water 30	MARY HUEBSCH - ST TX MF-112682G	PETROHAWK PROPERTIES LP	Feb 09 2011	880-551	TX. Reeves	30	56	2291	PSL	NE/4	Surface to 100 below the base of the Wolfcamp Formation	160 000	Active
Deuplicate	Muddy Water 30	MARY HUEBSCH - ST-TX MF 112682G	PETROHAWK PROPERTIES LP	Feb 09 2011	880-551	TX. Reeves	30	56	2291	PSL	NW/4 SE/4	Surface to 100' below the base of the Wolfcamp Formation	40 000	Active
12682-1	Muddy Water 30	MICHAEL LYNN BOURLAND -ST TX MF 112682B	PETROHAWK PROPERTIES LP	Feb 09 2011	880-565	TX Reeves	30	56	2991	PSL	SW/4	Surface to 100' below the base of the Wolfcamp Formation	160 000	Active
Deplicate	Muddy Water 30	MICHAEL LYNN	PETROHAWK PROPERTIES LP	Feb 09 2011	880-565	TX. Reeves	30	56	2991	PSL	NW/4 & E/2 SE/4 & SW/4 SE/4	Surface to 100' below the base of the Wolfcamp Formation	280 000	Active
1.	Muddy Water 30	MICHAEL LYNN BOURLAND - ST TX MF 112682B	PETROHAWK PROPERTIES LP	Feb 09 2011	880-565	TX. Reeves	30	56	2991	PSL	NW/4 SE/4	Surface to 100 below the base of the Wolfcamp Formation	40 000	Active
12682 E	Muddy Water 30	TIM WILSON - ST TX MF 112682E	PETROHAWK PROPERTIES LP	Feb 09 2011	880-572	TX Reeves	30	56	2291	PSL	NE/4	Surface to 100 below the base of the Wolfcamp Formation	160 000	Active
Desplicate		TIM WILSON - ST TX MF 112682E	PETROHAWK PROPERTIES LP	Feb 09 2011	880-572	TX. Reeves	30	56	2291	PSL	NW/4 SE/4	Surface to 100 below the base of the Wolfcamp Formation	40 000	Active
(t	Muddy Water 30	TIM WILSON - ST TX MF 112682E	PETROHAWK PROPERTIES LP	Feb 09 2011	880-572	TX. Reeves	30	56	2291	PSL	NW/4 & E/2 SE/4 & SW/4 SE/4	Surface to 100 below the base of the Wolfcamp Formation	280 000	Active
12682-I	Muddy Water 30	TOWANA SPIVEY - ST-TX MF 112582I	PETROHAWK PROPERTIES LP	Feb 09 2011	880-600	TX. Reeves	30	56	2291	PSL	NE/4	Surface to 100 below the base of the Wolfcamp Formation	160.000	Active
Deeplicate		TOWANA SPIVEY - ST TX MF 1126821	PETROHAWK PROPERTIES LP	Feb 09 2011	880-600	TX. Reeves	30	56	2291	PSL		Surface to 100' below the base of the Wolfcamp Formation	40 000	Active





	PROSPECT	LESSOR	LESSEE	EFFECTIVE	PAGE / DOCUMENT	STATE /	SECTION	BLOCK	ABSTRACT	SURVEY	LEGAL DESCRIPTION		GROSS	RECORD STATUS
		WEETONA STANLEY - ST TX MF 112682F		Feb 09 2011		TX. Reeves	30	56	2291	PSL		Surface to 100 below the base of the Wolfcamp Formation	160.000	Active
Puplicate		WEETONA STANLEY - ST TX MF 112682F	PETROHAWK PROPERTIES LP	Feb 09 2011		TX.	30	56	2291	PSL		Surface to 100' below the base of the Wolfcamp Formation	40 000	Active
2396	BB King 32	DELA MINERALS INC - ST TX MF112396	PETROHAWK PROPERTIES LP	Jan 21 2011		TX. Reeves	32	56	2642	PSL		Surface to 100' below the base of the Wolfcamp Formation	640.000	Active
CO 10	DD King SZ	IVIF 1 12380	PROFERENCE	560 21 201	10.10	1.00.00	1					TOTAL	13.045.152	





EXHIBIT A WELLS

WELL NAME	WELL#	STATE	COUNTY	OPERATOR	API NUMBER	WELL TYPE	SECTION	BLOCK	ABSTRACT	SURVEY	ACCOUNTING WELL#
Gateway 21 SWD	1	TX	Reeves	Endurance Resources LLC	42-389-34925	Injection	21	53	100000	PSL/HOPPER G	710008
State Gateway 22	2H	TX	Reeves	Endurance Resources LLC	42-389-34930	Producer	22	53	3570 & 3568	PSL / G Hopper / W M Hopper	710001
State Johnny Cash 23	2H	TX	Reeves	Endurance Resources LLC	42-389-35064	Producer	23	53	4088	PSL / BRYAN WP	710005
State Gateway 38	5H	TX	Reeves	Endurance Resources LLC	42-389-35218	Waiting on Completion	38	53	2981 & 3569	PSL/Hopper WM	710011
Orbison 28	6H	TX	Reeves	Endurance Resources LLC	42-389-34995	Producer	28	56	5967	PSL/Meeker JR	710004
Santana 29	2Н	TX	Reeves	Endurance Resources LLC	42-389-35266	Producer	29	56		PSL/LYNN C A	710013
State Muddy Water 30	2H	TX	Reeves	Endurance Resources LLC	42-389-34985	Producer	30	56		PSL/LYNN C A	710003
State BB King 32	2H	TX	Reeves	Endurance Resources LLC	42-389-34984	Producer	32	56	2642	PSL/HENRY AE	710002





DOCUMENT NAME	CONTRACT DATE	GRANTOR	GRANTEE	COUNTY/STATE	LEGAL DESCRIPTION	BLOCK / SECTION	CHONEY	WELLS
Road Access Easement		Pleasant Street Limited et al	Endurance Resources	Reeves County, Texas	SW/4 of Section 13	53-12	PSI	WELLS
			Holdings II LLC	The state of the s	W/2 of Section 13	53-13		
Indurance Salt Water Disposal	Nov 01 2015	Estate of J Loyd Parker III, Allison Renee	Endurance Resources LLC	Reeves County, Texas	NE/4	53-21	PSL	Gateway 21 SWD
Agreement for Gateway 21	10.75	Parker, Michelle Elise Parker Jordan.	& Endurance Resources	10)		100 400	-	331119) 3.23112
SWD		Pamela Parker Clifton, Christopher	Holdings II LLC					
		Matthew Clifton, Cale Andrew Clifton,	CONTROL BOTTLESS					
		Kelli Clifton Gossmann, McCarney Farm						
		& Ranch LP, Robin Lee Young, Young					1	
		Cottonwood Oil & Gas LP						
load Use & Maintenance	Apr 04 2016	Three Rivers Operating Company III LLC	Endurance Resources	Reeves & Culberson	Section 21, Block 53, PSL Survey.	53-21	PSL	
Agreement			Holdings II LLC	County, Texas	Culberson County, Texas and ends at	53-12		
			AT.	200	Texas Farm to Market road 2119 in			
/					Section 12, Black 53, PSt Survey Reeves			
					County Texas			
Right-of-Way and Easement	5ep 01 2015	Estate of J Loyd Parker III, Allison Renee	Endurance Resources	Reeves County, Texas	N/2 of Section 21	53-21	PSL	State Gateway 27 2H
Agreement-Road	34200048004	Parker, Michelle Elise Parker Jordan,	Holdings II LLC	The second of th	N/2 of Section 22	53-22	1000	State Gateway 21 5WD 1
P. C.	1	Pamela Parker Clifton, Christopher			W/2 of Section 28	53-28		
	0	Matthew Clifton, Cale Andrew Clifton,			W/2 of Section 33	53-33		
		Kelli Clifton Grossmann, McCamey Farm			NW/4NW/4 of Section 40	53-40		
		& Ranch LP, Robin Lee Young, Young						
		Cottonwood Oil and Gas LP						
Multi-Use Right-of-Way and	Mar 01 2016	Robert & Kornegay	Endurance Resources	Reeves County, Texas	NW/4	53-23	P5L	State Johnny Cash 23 2H
Easement Agreement			Holdings II LLC					
Multi-Use Right-of-Way and	Jul 23 2015	Sandra K. Metsalf	Endurance Resources	Reeves County, Texas	NW/4	53-23	PSU	State Johnny Cash 23 2H
Easement Agreement			Holdings II LLC					
ST TX GLD Miscellaneous	Jul 01 2015	State of Texas General Land Office	Endurance Resources LLC	Reeves County, Texas	E/2 of Section 26	53-26	PSL.	State Johnny Cash 23 2H
asement ME20150162		State of Texas General Land Office	Endurance Resources LLC	Reeves County, Texas	N/2 & E/2 of Section 28 E/2 of Section 26	53-23		
ST TX GLD Miscellaneous Easement ME20150163	391-01-2015	State of Fexas General Land Office	Endurance Resources LLC	Heeves County, Texas		53-26	PSL	State Johnny Cash 23 2H
IT TX GLO Miscellaneous	64.01.3015	State of Texas General Land Office	Endurance Resources LLC	Reeves County, Texas	N/2 & E/2 of Section 23 E/2 of Section 26	53-26	PSL	
asement ME20150164	301012013	State of Fexas General Land Office	Endurance Resources LLC	neeves County, Texas	N/2 & E/2 of Section 23	53-26	Lar	State Johnny Cash 23 2H
T TX GLD Miscellaneous	LUI DX 2016	State of Texas General Land Office	Endurance Resources LLC	Reeves County, Texas	E/2 of Section 26	53-25	PSL	State Johnny Cash 23 2H
Salement ME20150165	201 01 2015	State or sexes deneral band office	Linuar write Resources LLC	neeves county, rexas	IN/2 & E/2 of Section 23	53-26	17.54	State Johnny Cash 23 2H
urface Use Agreement	Aug 20 2010	Pamela Parker Clifton, McCamey Farm &	Legend Natural Gas IV LP	Reeves & Culberson	Cottonwood Ranch	Cottonwood Ranch	PSI	State Gateway 22 2H
		Banch LP, J Loyd Parker III, Allison Renee		County, Texas		San		State 88 King 32 7H
		Parker, Robbin Lee Young, James Beasley		County, reces				State Muddy Water 30 2H
		Young Michelie E Jordan			1			State Johnny Cash 23 2H
		Total Control Control						Orbison 28 6H
								State Gateway 21 SWD 1
ight-of-Way Agreement	Sep 01 2015	Lowe Royalty Partners LP	Endurance Resources	Reeves County, Texas	5/2 & NE/4	53-35	PSL	Since Switching 21 SWD 1
The state of the s	340 02 2013		Holdings II LLC		T. T. T. T.	1,77,750		
urface Use Agreement	Sep 01 2015	Lowe Royalty Partners LP	Endurance Resources	Reeves County, Texas	5/2 & NE/4	53-35	PSL	
A THINK SHOULD BE STORY	CHART CONTROL OF THE PARTY OF T	MANAGE TO BENEVALE SERVICE STATE OF THE SERVICE SERVIC	Holdings II LLC	With the Parish William Co.	A STANDARD			
urface Use and Drill Site.	Mar 4 2016	JWM Minerals, LLC	Endurance Resources	Reeves County, Texas	NE/4	56-28	PSL	Orbison 28 6H
greement			Holdings II LLC					

Page 1 of 3





DOCUMENT NAME	CONTRACT DATE	GRANTOR	GRANTEE	COUNTY/STATE	LEGAL DESCRIPTION	BLOCK/ SECTION	SURVEY	WELLS
orface Use and Dnill Site	Mar 9 2016	James Lawrence Meeker, Trustee of	Endurance Resources	Reeves County, Texas	NE/4	56-28	PSL.	Orbison 28 6H
greement		Callaghan 320 Trust	Holdings II LLC	pare switches of the management of the same				MASSET TO LIVE TO
Multi-Use Right-of-Way and	Ful 28 2015	Donna I Spivey	Endurance Resources	Reeves County, Texas	All Sec 29, 30, 24, & 25	56-29	P5L	Santana 29 5H
asement Agreement	10. 20. 202		Holdings II LLC	The second secon	The same of the sa	56-30		State Muddy Water 30 2H
asement agreement						53-24		A WEST OF THE STATE OF THE STAT
						53-25		
Multi-Use Right-of-Way and	V-1:2E 2015	Janis Dee Helmey	Endurance Resources	Reeves County, Texas	All Sec 29: 30: 24 & 25	56-29	PSL	Santana 29 SH
	(M) 20 2023	James Des Trenties	Holdings II LLC			56-30		State Muddy Water 30 2H
asement Agreement			Holdings in the			53-24		Manager and the second
						53-25		
			Endurance Resources	Reeves County, Texas	All Sec 29, 30, 24 & 25	56-29	PSL	Santana 29 5N
Multi-Use Right-of-Way and	20128 2015	zettery A Wilson	A DESCRIPTION OF THE PROPERTY	Reeves County, Texas	Mil 361 29, 30. 24 0 23	56-30	100	State Muddy Water 30 2H
Easement Agreement			Holdings II LLC					State moddy water 30 £11
						53-24		
						53-25	-	
Multi-Use Right-of-Way and	Jul 28 2015	Lewis X Lynn	Endurance Resources	Reeves County, Texas	All Sec 29, 30, 24, 8, 25	56-29	P5;	Sentana 29 SH
asement Agreement	00000000	The second secon	Holdings II LLC			56-30		State Muddy Water 30 2H
			Consultation Co.			53-24		
						53-25		
Multi-Use Right-of-Way and	aul 28 2015	Mary Huebsch	Endurance Resources	Reeves County, Texas	All Sec 29, 30, 24 & 25	56-29	PSL	Santana 29 SH
asement Agreement	7,0 20 20 20		Holdings II LLC	DO BELLES ON A PARTY.	177 SO WISSENSON DICENSON BOX	56-30		State Muddy Water 30 2H
Casement Agreement						53-24		The state of the s
						53-25		
Multi-Use Right-of-Way and	U. 30.3016	Michael L Bourland	Endurance Resources	Reeves County, Texas	All Sec 29: 30: 24 & 25	56-29	PSL	Santana 29 SH
Charles and the second	10/26/2013	witchaer c bouriand	Holdings II LLC	The season and the se		56-30	1	State Muddy Water 30 2H
asement Agreement	1		Holdings II LLL	1		53:24		
	1		1			53-25		
			Endurance Resources	Reeves County, Texas	All Sec 29: 80, 24 & 25	56-29	PSL	Santené 29.5H
Multi-Use Right-of-Way and	Jul 28 2015	Tim L Wilson	A CONTRACTOR OF THE PROPERTY OF	Heeves County, Texas	An Sec 29, 30, 24 & 25	56-30	P 31.	State Muddy Water 30 2H
asement Agreement			Holdings II LLC			53-24		State woody water 30 27
						53-25	4	
Multi-Use Right-of-Way and	Jul 28 2015	Towana Spivey	Endurance Resources	Reeves County, Texas	Al) Sec 29, 30, 24 & 25	56-29	PSI.	Santana 29 SH
asement Agreement	V		Holdings II LLC			56-30		State Muddy Water 30 7H
			11-11-11-11-1			53-24		
						53-25		
Multi-Use Right-of-Way and	Jul 28 2015	Weetona Stanley	Endurance Resources	Reeves County, Texas	All Sec 29, 30, 24, & 25	56-29	PSL	Santana 29 5H
asement Agreement	37774	The state of the s	Holdings II LLC	The second secon		56-30		State Muddy Water 30 2H
Carrie of Agreement			Commence and Commence			53-24		
						53-25		
Multi-Use Right-of-Way and	601.38 2015	Jeffery A Wilson	Endurance Resources	Reeves County, Texas	All Sec 29, 30, 24 & 25	56-29	PSL	Santana 29 5H
	101 24 2013	THE PARTY OF THE PARTY.	Holdings II LLC	MANAGEMENT AND ASSESSMENT	A MISSINGTA TATITAL HOUTE	56-30	100	State Muddy Water 30 2H
asement Agreement			Tribian Esti Lec			53-24		Manual Association Association
						53-25		
						DESTANDA .	-	

Page 2 of 3





DOCUMENT NAME	CONTRACT DATE	GRANTOR	GRANTEE	COUNTYISTATE	LEGAL DESCRIPTION	BLOCK / SECTION	BURVEY	WELLS
Cottonwood Ranch Drilling Operations & Management of Water Wells & Gravel Pits		Estate of J Loyd Parker III, Allison Renee Parker, Michelle Elise Parker Jordan, Pamelle Parker Cliffon, Christopher Matthew Cliffon, Cale Andrew Cliffon, Kelli Cliffon Gossmann, McCamey Farm & Ranch LP, Robin Lee Young, Young Cottonwood Oli & Gas LP	Holdings II LLC	Riceves & Culberson County, Texas	5/7	53-41	PSL.	

Page 3 of 3



Exhibit B

Excluded Properties

- 1) Any pickup trucks used by Endurance personnel for pumping routes or other operations. Tools and personal safety equipment for pumpers or other Endurance employees.
- 2) Data Licensing Agreement, dated effective August 13, 2015, between Integrated Reservoir Solutions, a division of Core Laboratories LP and Endurance Resources LLC.
- 3) Caliche & Water Sales Agreement, dated July 24, 2015, by and among Estate of J Loyd Parker III, Allison Renee Parker, Michelle Elise Parker Jordan, Pamela Parker Clifton, Christopher Matthew Clifton, Cale Andrew Clifton, Kelli Clifton Gossmann, McCamey Farm & Ranch LP, Robin Lee Young, Young Cottonwood Oil & Gas LP, Endurance Resources LLC, and Endurance Resources Holdings II LLC.
- 4) Confidential Data Exchange Agreement, dated August 14, 2015, by and between ConocoPhillips Company and Endurance Resources LLC.
- 5) Master License Agreement and Supplement Agreement No 1 to the Master License Agreement, dated April 6, 2016, by and among TRNCO Petroleum Corporation, FairfieldNodal, and Endurance Resources Holdings II, LLC.



FILED FOR RECORD MO AT 11:44 O'CLOCK A. M. WO ON THE 14th DAY OF Decembe A.D., 2016	COUNTY OF CULBERSON Thereby certify that this instrument was FILED on the date and at the time stamped hereon by me and was duly RECORDED in the and Page of the Records of Culberson County, Texas.
Linda McDonald	COUNTY AND DISTRICT
COUNTY AND DISTRICT CLERK CULBERSON COUNTY, TEXAS	CLERK CULBERSON COUNTY, TEXAS
DEPUTY DEPUTY	"amoon"

THE STATE OF TEXAS	Programme
COUNTY OF CULBERSON	I, Linda McDonald, Clerk of the County Court in and
for said County and State, d	o hereby certify that the foregoing is a true and
Ciled for record in	my office this 14th day of Declin her
2016 at 11.446	M, under Clerk's File No to be
recorded in the	Records of Culberson County,
Texas.	11/4h
TO CERTIFY WHICH, W	itness my hand and seal at Yan Blorn this
day of	40) 2010
By DOAG	LINDA MCDONALD, COUNTY CLERK CULBERSON COUNTY, TEXAS



Reeves 6 16-16834
FILED FOR RECORD
REEVES COUNTY, TEXAS
Dec 13, 2016 at 03:30:00 PM

ASSIGNMENT, BILL OF SALE AND CONVEYANCE

This document prepared by, and when recorded return to:

Atlantic Resources II Interests LLC 300 N. Marienfeld, Suite # 600 Midland, Texas 79701

Attention:

William Abney

Telephone:

432-682-3272

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

ASSIGNMENT, BILL OF SALE AND CONVEYANCE

This Assignment, Bill of Sale and Conveyance (this "Conveyance") from Endurance Resources Holdings II, LLC, a Delaware limited liability company with an address at 203 West Wall, Suite 1000, Midland, Texas 79701 (herein called "Grantor") to Atlantic Resources II Interests LLC, a Delaware limited liability company with an address at 300 N. Marienfeld Street, Suite # 600, Midland, Texas 79701 (herein called "Grantee") is executed on the dates set forth in the respective notary certifications below, but effective for all purposes as of 12:01 a.m. local time in Dallas, Texas on November 1, 2016 (the "Effective Date").

RECITALS

WHEREAS, Grantor owns interests in and to certain oil and gas leases, units, lands, and other assets as more specifically set forth herein; and

WHEREAS, pursuant to that certain Purchase and Sale Agreement by and among Grantor and Grantee dated as of November, 12, 2016 (the "Purchase Agreement"), Grantor has agreed to convey to Grantee certain undivided interests in and to the Properties (as hereinafter defined).

CONVEYANCE

NOW THEREFORE, Grantor, for Ten Dollars (\$10.00) and other good and valuable consideration (the receipt and sufficiency of which are hereby acknowledged), does hereby GRANT, BARGAIN, SELL, CONVEY, ASSIGN, TRANSFER, SET OVER, and DELIVER unto Grantee, the following described properties, rights and interests:

(a) All rights, titles and interests of Grantor in and to the oil, gas and/or mineral leases which are described on **Exhibit A** hereto and any ratifications or amendments to such leases (the "**Leases**");

#5368044.2

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Dianne O. Florez, County Clerk
Page 1 of 30

- (b) Without limitation of the foregoing, all other right, title and interest (of whatever kind or character, whether legal or equitable, and whether vested or contingent) of Grantor in and to the Hydrocarbons in and under or that may be produced from the lands and depths described on Exhibit A hereto or described in any of the Leases (the "Lands") (including, without limitation, interests in oil, gas and/or mineral leases, overriding royalties, production payments, net profits interests, fee mineral interests, fee royalty interests and other interests insofar as they cover such lands), even though Grantor's interest therein may be incorrectly described in, or omitted from, such Exhibit A;
- (c) All rights, titles and interests of Grantor in and to, or otherwise derived from, all presently existing and valid oil, gas and/or mineral unitization, pooling, and/or communitization agreements, declarations and/or orders (including, without limitation, all units formed under orders, rules, regulations, or other official acts of any federal, state or other Governmental Authority having jurisdiction, and voluntary unitization agreements, designations and/or declarations) to the extent that they relate to any of the properties described in subsections (a) and (b) above;
- (d) All rights, titles and interests of Grantor in and to the oil, condensate, natural gas, injection, salt water disposal or water wells, whether producing, non-producing, shut-in or temporarily abandoned, located on the Oil and Gas Properties, including, without limitation, those listed on **Exhibit A** hereto (the "**Wells**");
- (e) All rights, titles and interests of Grantor in and to all presently existing and valid Applicable Contracts, including production sales contracts, operating agreements, and other agreements and Contracts, in each case, to the extent that they relate to any of the other Properties;
- (f) All rights, titles and interests of Grantor in and to all materials, supplies, machinery, equipment, facilities, improvements and other personal property and fixtures (including, but not by way of limitation, all pumping units, flowlines, tanks, buildings, injection facilities, saltwater disposal facilities, compression facilities, gathering systems, and other equipment) located on and/or appurtenant to the Oil and Gas Properties and used in connection with the exploration, development, operation or maintenance thereof (collectively, the "Equipment");
- (g) All rights, titles and interests of Grantor in and to all easements, servitudes, rights of way and surface leases or, to the extent assignable, other rights to the surface as well as any franchises, licenses, authorizations, permits, approvals, consents, certificates and other rights granted by third Persons and similar rights and interests, in each case, appurtenant to or used in connection with the other Properties, including those described on **Exhibit A-1** hereto;
- (h) All rights, titles and interests of Grantor in and to the fee surface ownership of the properties described on **Exhibit A-2** hereto;
- (i) All rights, titles and interests of Grantor in and to (A) trade credits, accounts receivable, notes receivable, take-or-pay amounts receivable, and other receivables and general

2

intangibles, attributable to the Properties with respect to periods of time from and after the Effective Date; and (B) liens and security interests in favor of Grantor or its Affiliates, whether choate or inchoate, under any Law or Contract to the extent arising from, or relating to, the ownership, operation, or sale or other disposition on or after the Effective Date of any of the Properties or to the extent arising in favor of Grantor as the operator or non-operator of any Oil and Gas Property;

- (j) All rights, titles and interests of Grantor in and to oil, condensate, natural gas, natural gas liquids, and other minerals ("Hydrocarbons") produced from the Oil and Gas Properties after the Effective Date; and, to the extent related or attributable to the Oil and Gas Properties, all production, plant, and transportation imbalances as of the Effective Date; and all make-up rights with respect to take-or-pay payments;
- (k) all rights of Grantor to audit the records of any Person and to receive refunds or payments of any nature, and all amounts of money relating thereto, to the extent such rights arise on or after the Effective Date or relate to Assumed Liabilities or other matters for which Grantee is responsible under the Purchase Agreement;
- (l) all seismic, geological or geophysical information constituting proprietary data, studies, core samples, maps, related technical data and any other seismic, geological or geophysical information covering or related to the Oil and Gas Properties which the Grantor is not prohibited by agreement from transferring to Grantee other than any such information licensed from non-Affiliate Persons that cannot be transferred without additional consideration to such non-Affiliate Persons and for which Grantee has not agreed (in its sole discretion) to pay such additional consideration ("G&G Data"); and
- (m) except to the extent the transfer or disclosure thereof would be restricted by binding obligations of confidentiality (which, at the request of Grantee, Grantor will endeavor in good faith to have lifted, provided that Grantor shall not be required to expend any funds that Grantee does not agree in writing to pay in connection therewith at the time such funds are due and payable), all of the data (other than any seismic data that is not G&G Data) that is owned or licensed by Grantor (or any of its Affiliates)), files, records, maps and information, whether held in hard copy or electronic format, in Grantor's possession or to which Grantor has rights pursuant to any Applicable Contract, in each case, that are primarily related to any of the other Properties, including all land, title and contract files and operations, accounting, environmental, production and Tax records relating to Asset Taxes with respect to such properties and assets; but excluding, however, any such data, files, records, maps and information solely to the extent containing any data or information included in or relating to the Excluded Properties or to the extent related to Grantor's business generally.

The properties, rights and interests specified in the foregoing subsections (a), (b), (c), and (d), except for the Excluded Properties as defined below, are herein sometimes collectively called the "Oil and Gas Properties," and individually an "Oil and Gas Property," and the properties, rights and interests specified in the foregoing subsections (a), (b), (c), (d), (e), (f), (g), (h), (i), (j), (k), (l)

3

and (m) except for the Excluded Properties, are herein sometimes collectively called the "Properties" and individually a "Property."

EXCEPTING AND RESERVING to Grantor, however, the Excluded Properties (as defined below).

- (a) All rights and causes of action in favor of Grantor arising, occurring or existing in connection with the Properties or the operation of or production from the Oil and Gas Properties (including, but not limited to, any and all contract rights, claims, receivables, revenues, recoupment rights, recovery rights, accounting adjustments, mispayments, erroneous payments or other claims of any nature in favor of Grantor, provided that rights to insurance proceeds are handled under item (d) below), in each case, to the extent such claims or causes of action (i) arise prior to the Effective Date and are not related to Assumed Liabilities or other matters which Grantee is responsible for under the Purchase Agreement, or (ii) are related to Retained Liabilities or other obligations retained by Grantor under the Purchase Agreement;
 - (b) Any accounts payable accruing before the Effective Date;
- (c) All limited liability company, financial, Income Tax and legal records (other than the Leases, Applicable Contracts and title records) of Grantor;
- (d) Subject to Section 13.1 of the Purchase Agreement, all rights and interests of Grantor (i) under any policy or agreement of insurance or indemnity other than to the extent relating to Assumed Liabilities or other matters for which Grantee is responsible under the Purchase Agreement, (ii) under any bond, or (iii) to any insurance or condemnation proceeds or awards arising, in each case, from acts, omissions or events or damage to or destruction of property;
- (e) All Hydrocarbon production from or attributable to the Properties with respect to all periods prior to the Effective Date, including as described in **Section 11.1(h)(i)** of the Purchase Agreement and all proceeds attributable thereto;
- (f) Properties excluded from the purchase and sale contemplated by the Purchase Agreement under Section 6.2 or Section 7.8(c) of the Purchase Agreement;
- (g) Copies (but not the originals) of all files, as described in **Section 10.1** of the Purchase Agreement;
- (h) All deposits, cash, checks, funds and accounts receivable or received attributable to Grantor's interests in the Properties with respect to any period of time prior to the Effective Date except to the extent relating to the Assumed Liabilities or other matters for which Grantee is responsible under the Purchase Agreement, including, without limitation, Section 11.6 of the Purchase Agreement;

4

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- (i) All computer or communications software (including tapes, data and program documentation and all tangible manifestations and technical information relating thereto) owned, licensed or used by Grantor;
- (j) Any logo, service mark, copyright, trade name or trademark of or associated with Grantor or any Affiliate of Grantor or any business of Grantor or of any Affiliate of Grantor:
- (k) Any documents withheld or not transferred pursuant to **Section 10.1** of the Purchase Agreement;
- (l) Any files, records, information, or data to the extent that Grantor is legally prevented from disclosing or transferring such property to Grantee as a result of confidentiality arrangements or contractual requirements with non-Affiliate Persons, provided that Grantor shall use commercially reasonable efforts to get waivers of such restrictions from such Persons (such commercially reasonable efforts shall not include the payment of fees unless Grantee has agreed in writing to pay such fees by such time as they become due);
- (m) Any and all claims of Grantor or any of its Affiliates for refunds of, rights to receive funds from any Governmental Authority relating to, credits attributable to, or the right to report loss carryforwards of Grantor or any of its Affiliates relating to, or similar Tax assets relating to (i) Asset Taxes attributable to any period (or portion thereof) prior to the Effective Date (as determined in accordance with Section 15.1 of the Purchase Agreement), (ii) Income Taxes imposed on Grantor or any of its Affiliates, (iii) any Taxes attributable to the Excluded Properties or (iv) any other Taxes relating to the ownership or operation of the Properties or the production of Hydrocarbons or the receipt of proceeds therefrom that are attributable to any period (or portion thereof) ending prior to the Effective Date;
 - (n) Any seismic data that is not G&G Data; and
- (o) All right, title and interest of Grantor in and to the assets described on **Exhibit B** attached hereto.

These excluded properties, rights and interests specified in the immediately preceding subsections (a) through (o), inclusive, are collectively referred to as the "Excluded Properties." Grantee shall not be responsible for, and Grantor expressly retains, all liabilities related to the Excluded Properties, whether such liabilities arise before or after the Effective Date. It is understood that certain of the Excluded Properties may not be embraced by the term Properties. The fact that certain properties, rights and interests have been expressly excluded is not intended to suggest that had they not been excluded they would have constituted Properties and shall not be used to interpret the meaning of any word or phrase used in describing the Properties.

TO HAVE AND TO HOLD the Properties unto Grantee, its successors and assigns, forever, subject, however, to the terms and conditions of this Conveyance and the Purchase Agreement.

5

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GRANTOR, FOR A PERIOD OF TWO (2) YEARS AFTER THE EXECUTION OF THIS CONVEYANCE BY GRANTOR, WARRANTS DEFENSIBLE TITLE (AS SUCH TERM IS DEFINED IN THE PURCHASE AGREEMENT) TO THE PROPERTIES, SUBJECT TO THE TERMS AND CONDITIONS OF THE PURCHASE AGREEMENT, UNTO GRANTEE, ITS SUCCESSORS AND ASSIGNS, AGAINST ALL PERSONS CLAIMING OR TO CLAIM THE SAME OR ANY PART THEREOF BY, THROUGH, OR UNDER GRANTOR, BUT NOT OTHERWISE. Grantor hereby assigns to Grantee all rights, claims, and causes of action on title warranties given or made by Grantor's predecessors in interest, and Grantee is specifically subrogated to all rights which Grantor has, or may have, against its predecessors in interest, to the extent that Grantor may legally transfer such rights and grant such subrogation.

THE SPECIAL WARRANTY OF TITLE SET FORTH ABOVE AND THE EXPRESS REPRESENTATIONS AND WARRANTIES OF GRANTOR CONTAINED IN SECTION 4.1 IN THE PURCHASE AGREEMENT (COLLECTIVELY, THE "GRANTOR'S WARRANTIES") ARE EXCLUSIVE AND ARE IN LIEU OF ALL OTHER REPRESENTATIONS AND WARRANTIES, EXPRESS, IMPLIED, STATUTORY OR OTHERWISE AND GRANTOR EXPRESSLY DISCLAIMS ANY AND ALL SUCH OTHER REPRESENTATIONS AND WARRANTIES. WITHOUT LIMITATION OF THE FOREGOING AND EXCEPT FOR GRANTOR'S WARRANTIES, THE PROPERTIES ARE CONVEYED PURSUANT HERETO WITHOUT (a) ANY WARRANTY OR REPRESENTATION, WHETHER EXPRESS, IMPLIED, STATUTORY OTHERWISE, RELATING TO (i) TITLE TO THE PROPERTIES, OR THE CONDITION, QUANTITY, OR QUALITY OF THE PROPERTIES, (ii) THE ACCURACY OR COMPLETENESS OF ANY DATA, REPORTS, RECORDS, PROJECTIONS, INFORMATION OR MATERIALS NOW, HERETOFORE OR HEREAFTER FURNISHED OR MADE AVAILABLE TO GRANTEE IN CONNECTION WITH THE PURCHASE AGREEMENT, (iii) PRICING ASSUMPTIONS, OR QUALITY OR QUANTITY OF HYDROCARBON RESERVES (IF ANY) ATTRIBUTABLE TO THE PROPERTIES OR THE ABILITY OR POTENTIAL OF THE PROPERTIES TO PRODUCE HYDROCARBONS, (iv) THE ENVIRONMENTAL CONDITION OF THE PROPERTIES, BOTH SURFACE AND SUBSURFACE, (v) THE STATUS OF THE WITH RESPECT TO COMPLIANCE WITH APPLICABLE **PROPERTIES** ENVIRONMENTAL LAWS OR ANY LAW OF THE TEXAS RAILROAD COMMISSION RELATING TO SPACING, DENSITY, SETBACKS, SPECIFICATIONS OR GRADES FOR EQUIPMENT OR MATERIALS, WELL INTEGRITY OR CONSTRUCTION, AND THE PROTECTION OF CORRELATIVE RIGHTS IN HYDROCARBONS, OR (vi) ANY OTHER MATTERS CONTAINED IN ANY MATERIALS FURNISHED OR MADE AVAILABLE TO GRANTEE BY GRANTOR OR BY GRANTOR'S AGENTS OR REPRESENTATIVES, OR (b) ANY OTHER EXPRESS, IMPLIED, STATUTORY OR OTHER WARRANTY OR REPRESENTATION WHATSOEVER. WITHOUT LIMITING GRANTOR'S WARRANTIES OR GRANTEE'S RIGHTS UNDER ARTICLE VII OR ARTICLE XII OF THE PURCHASE AGREEMENT OR UNDER THIS CONVEYANCE OR ANY OTHER CONVEYANCE EXECUTED PURSUANT TO THE

6

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Dianne O. Florez, County Clerk
Page 6 of 36

PURCHASE AGREEMENT, GRANTEE SHALL BE DEEMED TO HAVE INSPECTED THE PROPERTIES FOR ALL PURPOSES AND SATISFIED ITSELF AS TO THEIR PHYSICAL AND ENVIRONMENTAL CONDITION, BOTH SURFACE SUBSURFACE, INCLUDING BUT NOT LIMITED TO CONDITIONS SPECIFICALLY RELATED TO THE PRESENCE OR RELEASE OF HAZARDOUS MATERIAL, INCLUDING HAZARDOUS SUBSTANCES, SOLID WASTES, ASBESTOS AND OTHER MAN MADE FIBERS, OR NATURALLY OCCURRING RADIOACTIVE MATERIALS. EXCEPT FOR THE GRANTOR'S WARRANTIES, GRANTOR FURTHER DISCLAIMS ANY REPRESENTATION OR WARRANTY, EXPRESS, STATUTORY OR IMPLIED, OF RIGHTS OF A PURCHASER UNDER APPROPRIATE STATUTES TO CLAIM DIMINUTION OF CONSIDERATION OR RETURN OF THE PURCHASE PRICE, IT BEING EXPRESSLY UNDERSTOOD AND AGREED BY THE PARTIES HERETO THAT WITHOUT LIMITING GRANTOR'S WARRANTIES OR GRANTEE'S RIGHTS UNDER ARTICLE VII OR ARTICLE XII OF THE PURCHASE AGREEMENT OR UNDER THIS CONVEYANCE OR ANY OTHER CONVEYANCE EXECUTED PURSUANT TO THE PURCHASE AGREEMENT, GRANTEE SHALL BE DEEMED TO BE OBTAINING THE PROPERTIES, INCLUDING, WITHOUT LIMITATION, THE EQUIPMENT COMPRISING PART OF THE PROPERTIES, IN THEIR PRESENT STATUS, AND CONDITION, "AS IS" AND "WHERE IS" WITH ALL FAULTS OR UNKNOWN, LATENT, (KNOWN OR DISCOVERABLE UNDISCOVERABLE), AND THAT GRANTEE HAS MADE OR CAUSED TO BE MADE SUCH INSPECTIONS AS GRANTEE DEEMS APPROPRIATE TO ENTER INTO THIS CONVEYANCE AND, HAS MADE SUCH INSPECTIONS AS GRANTEE DEEMS APPROPRIATE TO CONSUMMATE THE TRANSACTION CONTEMPLATED HEREBY. GRANTOR AND GRANTEE AGREE THAT, TO THE EXTENT REQUIRED BY APPLICABLE LAW TO BE EFFECTIVE, THE DISCLAIMERS OF CERTAIN REPRESENTATIONS AND WARRANTIES CONTAINED IN THIS PARAGRAPH ARE "CONSPICUOUS" DISCLAIMERS FOR THE PURPOSE OF ANY APPLICABLE LAW.

This Conveyance is made subject to the terms and conditions of the Purchase Agreement, which terms are hereby incorporated into this Conveyance by reference for all purposes; however, third parties may conclusively rely upon this Conveyance to vest title to the Properties in Grantee. The Purchase Agreement contains certain representations, warranties and agreements between the parties, some of which may survive the delivery of this Conveyance, as provided for therein. Capitalized terms used herein but not defined shall have the meanings assigned to such terms in the Purchase Agreement. In the event of a conflict between the terms of this Conveyance and the Purchase Agreement the terms of the Purchase Agreement shall control for all purposes.

Grantor agrees to execute and deliver to Grantee, from time to time, such other and additional instruments, notices, division orders, transfer orders and other documents, and to do all such other and further acts and things as may be necessary to more fully and effectively grant, convey and assign to Grantee the Properties.

7

#5368044.2

True & Correct Copy of a document on file at Reeves County Texas,
Dianne O. Florez, County Clerk
Page _____ of ____ of ____ 0

This Conveyance shall bind and inure to the benefit of the parties hereto and their respective successors and assigns.

This Conveyance, and all claims arising in connection with or related hereto, or the negotiation, execution or performance hereof (whether in contract or tort), shall, without regard to principles of conflicts of Law, be construed and enforced in accordance with and governed by the Laws of the state of Texas applicable to contracts made and to be performed entirely within such state and the Laws of the United States of America. EACH PARTY HERETO WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY ACTION, SUIT OR PROCEEDING ARISING OUT OF OR RELATING TO THIS CONVEYANCE.

This Conveyance is being executed in several counterparts all of which are identical except that, to facilitate recordation, certain counterparts hereof may contain only that portion of Exhibit A which contains specific descriptions of properties located in the recording jurisdiction in which the particular counterpart is to be recorded, with other portions of Exhibit A being included in such counterparts by reference only. All of such counterparts together shall constitute one and the same instrument.

[Remainder of page intentionally left blank; signature page follows.]

8

IN WITNESS WHEREOF this Conveyance has been executed by Grantor and Grantee on the date of its acknowledgment below but shall be effective as to runs of oil and deliveries of gas, and for all other purposes, as of the Effective Date.

GRANTOR:

Endurance Resources Holdings II, LLC	
By: Name: Donald G. Ritter Title: Chief Executive Officer	;: .
GRANTEE:	:·.:·
Atlantic Resources II Interests LLC	}:
By:	····
Name: R.A. Jennings	
Title: Chief Executive Officer	•••

9

#5368044.2

True & Correct Copy of a
document on file at
Reeves County Texas,
Dianne O. Florez, County Clerk
Page 9 of 30

IN WITNESS WHEREOF this Conveyance has been executed by Grantor and Grantee on the date of its acknowledgment below but shall be effective as to runs of oil and deliveries of gas, and for all other purposes, as of the Effective Date.

GRANTOR:

Endurance Resources Holdings II, LLC

By:_ Name: Donald G. Ritter

Title: Chief Executive Officer

GRANTEE:

Atlantic Resources II Interests LLC

Name: R.A. Jenning

Title: Chief Executive Officer

STATE OF TEXAS	§
	§
COUNTY OF MIDLAND	§
Donald G. Ritter, as Chief Execu	nowledged before me this 13 day of December, 2016, by utive Officer of Endurance Resources Holdings II, LLC, a, on behalf of the limited liability company.
Peggy A. Redman Commission Expires 05-06-2017	Peggy a. Redman Notary Public My Commission Expires: _05-06-2017
Notary Seal)	
TATE OF TEXAS	§
	§
COUNTY OF	§
	owledged before me this day of December, 2016, by Officer of Atlantic Resources II Interests LLC, a Delaware of the limited liability company.
	Notary Public
	My Commission Expires:
Notary Seal)	

Acknowledgement Page to Assignment, Bill of Sale and Conveyance

STATE OF TEXAS	§
	§
COUNTY OF	§
Donald G. Ritter, as Chief Execu	nowledged before me this day of December, 2016, by tive Officer of Endurance Resources Holdings II, LLC, a on behalf of the limited liability company.
	Notary Public My Commission Expires:
(Notary Seal)	
STATE OF TEXAS	§
.1	§
COUNTY OF Midland	§
	owledged before me this <u>/3 +/4</u> day of December, 2016, by R. cer of Atlantic Resources II Interests LLC, a Delaware limited mited liability company.
	Notary Public My Commission Expires: 01-09-17
(Notary Seal)	
MARY QUINTANA Notary Public, State of Texas My Commission Expires January 09, 2017	

Acknowledgement Page to Assignment, Bill of Sale and Conveyance

EXHIBIT A LEASES

	PROSPECT		LESSEE	LEASE & EFFECTIVE DATE	PAGE / DOCUMENT	STATE /	SECTION	BLOCK	ABSTRACT	SURVEY	LEGAL DESCRIPTION	DESCRIPTIVE DEPTH	GROSS ACRES	LEASE RECORD STATUS
11010		ALLISON RENEE PARKER - ST TX MF	LEGEND NATURAL			TX.				PSL/			Honco	JUNIOS
11869-1	Gateway 22	111869E	GAS IV LP	Sep 01 2010	882-615	Reeves	22	53	3570	HOPPER G	A.II	A HE SHAREST STATE OF	191091200	
		J LOYD PARKER III -	LEGEND NATURAL	000012010	002-010	TX.	22	33	3570	PSL/	All	All depths	640.000	Active
1869-B	Gateway 22	ST TX MF 111869B	GAS IV LP	Sep 01 2010	882-605	Reeves	22	53	3570	HOPPER G	All	******	272222	10000
_		JAMES BEASLEY				1100100		00	0010	HOPPER G	All	All depths	640.000	Active
· · · · · · · · ·		YOUNG III - ST TX	LEGEND NATURAL			TX.				PSL/				
1869-0	Gateway 22	MF 111869C	GAS IV LP	Sep 01 2010	882-645	Reeves	22	53	3570	HOPPER G	All	All depths	640.000	Anthon
-		MCCAMEY FARM	WAR ENGINEERING CO.			200				T.O. TENO	7.50	All deptins	640.000	Active
10/0-1	Gateway 22	AND RANCH LP - ST	LEGEND NATURAL	227 4500000		TX,				PSL/				
1867	Gateway 22	TX MF 111869G	GAS IV LP	Sep 01 2010	882-595	Reeves	22	53	3570	HOPPER G	All	All depths	640.000	Active
		MICHELLE E				and the second						- ar arapara	040.000	Notive
1869-1	F	JORDAN - ST TX MF	ment on any arts. I do not obtain the	122 (572 (7		TX,	2000	465		PSL/				
10011	Gateway 22	111869F	GAS IV LP	Sep 01 2010	882-635	Reeves	22	53	3570	HOPPER G	All	All depths	640.000	Active
		PAMELA PARKER	LEGEND MATURE											
11869-A	Gateway 22	111869A	GAS IV LP	0 04 0040	000 005	TX,	-	2020	ACCIONES.	PSL/	least 1			
10011	Galeway ZZ	ROBBIN LEE	GAS IV LP	Sep 01 2010	882-625	Reeves	22	53	3570	HOPPER G	All	All depths	640.000	Active
		YOUNG - ST TX MF	LEGEND NATURAL			TV				1				
11869-D	Gateway 22	111869D	GAS IV LP	Sep 01 2010	000 000	TX,	00			PSL/	Lane Control	CANADA CARANTA LA MARIA		
100	- Suicing EL	SANDRA	OAS IV LF	Sep 01 2010	002-000	Reeves	22	53	3570	HOPPER G	All	All depths	640.000	Active
		KORNEGAY												
	Johnny Cash	METCALF ET AL -	PETROHAWK			TX.								
113664	23	ST TX MF 113664	PROPERTIES LP	Aug 26 2011	907-203	Reeves	23	53	4088	DCI		v22179000000-1	K.500.010.500	96 19
	_		ANGELLE &	riag 20 2011	201-203	IVG6A62	23	00	4088	PSL	NW/4	All depths	160.250	Active
	Johnny Cash		DONOHUE OIL &			TX.								
12451	23	ST TX M 112451	GAS PROPERTIES	Apr 05 2011	879-458	Reeves	23	53	3972	PSL	S/2 & NE/4	All deaths		- C-12211112
			PETROHAWK		0.0.100	TX.	20	70	3312	POL	3/2 & NE/4	All depths	480.750	Active
	Allman 24	DONNA J SPIVEY	PROPERTIES LP	Aug 12 2011	899-82	Reeves	24	53	2294	PSL	All	All depths	0.40.000	2 30
		JANIS DEE		-				00	22.04	FUL	MI	All depths	640.000	Active
		BOURLAND	PETROHAWK			TX.	11							
	Allman 24	HELMEY	PROPERTIES LP	Aug 12 2011	899-73	Reeves	24	53	2294	PSL	All	All depths	640.000	Activo
		JEFFERY ALLAN	PETROHAWK	- Contraction 1		TX,					7.11	- an departa	640.000	Active
	Allman 24	WILSON	PROPERTIES LP	Aug 12 2011			24	53	2294	PSL	All	All depths	640.000	Active
			PETROHAWK			TX,							0.10.000	7101140
	Allman 24	LEWIS KEITH LYNN	PROPERTIES LP	Aug 12 2011			24	53	2294	PSL	All	All depths	640,000	Active
			PETROHAWK	1200 1200 1200 1		TX,			day.			The state of the s	710.000	
	Allman 24	MARY HUEBSCH	PROPERTIES LP	Aug 12 2011			24	53	2294	PSL	All	All depths	640.000	Active
	Alleren 24	MICHAEL LYNN	PETROHAWK			TX,			A1-20-0-1	Section 20	444			
	Allman 24	BOURLAND	PROPERTIES LP	Aug 12 2011			24	53	2294	PSL	All	All depths	640.000	Active
	Allman 24	TIM WILSON	PETROHAWK PROPERTIES LP	A 40 0044		TX,				220				
	Millian 24	TIM WILSON	PETROHAWK	Aug 12 2011			24	53	2294	PSL	All	All depths	640.000	Active
	Allman 24	TOWANA SPIVEY	PROPERTIES LP	Ave 40 0044		TX,				-	0.00		22222	
		WEETONA	PETROHAWK	Aug 12 2011			24	53	2294	PSL	All	All depths	640.000	Active
		STANLEY	PROPERTIES LP	Aug 12 2011		TX, Reeves	24	60	2224	DOL				
	(Amirian) 24	DIMILLI	PROFERIESE	Aug 12 2011	099-79	Keeves	24	53	2294	PSL	All	All depths	640.000	Active

EXHIBIT A

		THE RESIDENCE OF		LEASE &	BOOK /	The state of the s		THE STREET	War and the same of			To the same		LEASE
		地理研究		EFFECTIVE	PAGE!	STATE !	The same		100年		LEGAL	DESCRIPTIVE	GROSS	RECO
	PROSPECT	LESSOR	LESSEE	DATE	DOCUMENT	COUNTY	SECTION	BLOCK	ABSTRACT	SURVEY	DESCRIPTION		ACRES	STATU
											NE/4 & NE/4			
		WEETONA	PETROHAWK			TV					NW/4, S/2			
	Allman 24	STANLEY	PROPERTIES LP	Aug 12 2011	899.79	TX, Reeves	25	53	2293	PSL	SW/4 & S/2 S/2			
10000			THO ENTIRE E	Find 12 2011	033-13	Magaga	23	55	187 acs - A	PSL	N/2 SW/4	All depths	300.000	0 Active
F-	1								3973, 374					
	A DESCRIPTION OF THE PROPERTY.		ANGELLE &						acs - A 4129.	1				
21157	Johnny Cash		DONOHUE OIL &			TX.			80 acs - A	1				
6426	Johnny Cash 23	ST TX M 112452	GAS PROPERTIES	Apr 05 2011	879-452	Reeves	26	53	4182	PSL	All	All depths	641.000	Active
		ALLISON RENEE PARKER - ST TX MF	LECEND MATURAL							PSL/				
udicate	Gateway 22	111869E	LEGEND NATURAL GAS IV LP	Can 04 2040	000 045	TX,	4.7			HOPPER				
4 July	Galeway 22	1110032	GAS IV LP	Sep 01 2010	882-615	Reeves	27	53	3568	WM	N/2 & SW/4	All depths	480.700	Active
1. 1		J LOYD PARKER III -	LEGEND NATURAL			TX.				PSL / HOPPER				
plicate	Gateway 22	ST TX MF 111869B	GAS IV LP	Sep 01 2010	882-605	Reeves	27	53	3568	WM	NUD & CINUA	****		- 1 Marines (* 1555
-	1	JAMES BEASLEY			30E 300	1100400	21	00	3366	PSL/	N/2 & SW/4	All depths	480,700	Active
1 1-		YOUNG III - ST TX	LEGEND NATURAL			TX.				HOPPER	/			
plicate	Gateway 22	MF 111869C	GAS IV LP	Sep 01 2010	882-645	Reeves	27	53	3568	WM	N/2 & SW/4	All depths	480.700	Activo
7		MCCAMEY FARM								PSL/	1	raidepara	400,700	ACIVO
linta	-	AND RANCH LP - ST	LEGEND NATURAL	10200-0000 000000		TX,	1017			HOPPER				
plicate	Gateway 22	TX MF 111869G MICHELLE E	GAS IV LP	Sep 01 2010	882-595	Reeves	27	53	3568	WM	N/2 & SW/4	All depths	480.700	Active
		JORDAN - ST TX MF	LEGEND NATURAL							PSL/				
plicate	Gateway 22	111869F	GAS IV LP	Sep 01 2010	000 000	TX,	27	F0.	0500	HOPPER	descriptions of			
phone	Outomay 22	PAMELA PARKER	ONG IV LF	3ep 01 2010	002-035	Reeves	21	53	3568	WM PSL/	N/2 & SW/4	All depths	480.700	Active
1. 1		CLIFTON - ST TX MF	LEGEND NATURAL			TX,				HOPPER				
plicate	Gateway 22	111869A	GAS IV LP	Sep 01 2010	882-625	Reeves	27	53	3568	WM	N/2 & SW/4	All depths	100 700	Anthus
,		ROBBIN LEE				1100100		00	0000	PSL /	INIZ O SVVIA	All depths	480.700	Active
. 110 to			LEGEND NATURAL			TX,			_	HOPPER				
Applicate	Gateway 22	111869D -	GAS IV LP	Sep 01 2010	882-655	Reeves	27	53	3568	WM	N/2 & SW/4	All depths	480.700	Active
,	01000		ENDURANCE											
	GLO 53 Sec 28-33	LOWE ROYALTY	RESOURCES			TX,								
8	28-33	PARTNERS LP	HOLDINGS II LLC	Jul 15 2015	1197-427	Reeves	36	53	2652	PSL	N/2	All depths	320.000	Active
			ENDURANCE			The state of the s								
	GLO 53 Sec		RESOURCES			TX, Culberson			1		1 1			
7877	28-33	ST TX MF 117877	HOLDINGS II LLC	Jan 05 2016	1260-0206	& Reeves	28	53	2652	PSL	W/2	All deaths	200 500	1000
101			TOLDITOO II LLO	Odil OD ZOTO	1200-0200	O IVECACO	20	00	2002	FaL	VVIZ	All depths	320.500	Active
			ENDURANCE			TX,					1 1			
7070	GLO 53 Sec		RESOURCES	and the state of t		Culberson					1 1			
7878	28-33		HOLDINGS II LLC	Jan 05 2016	1260-0195	& Reeves	33	53	2	PSL	All	All depths	641.000	Active
. 1		ALLISON RENEE												
110-40			LEGEND NATURAL	200.00000000000000000000000000000000000		TX,	0.0	ANS	tweeter in		1			
upurely			GAS IV LP LEGEND NATURAL	Sep 01 2010			34	53	3567	PSL	All	All depths	641.000	Active
plicate			GAS IV LP	C 01 0010		TX,				-		DAMES CONTROL OF THE PARTY OF T	San and real colors	C 621
PILLAIC	Gateway 34	ST TX MF 111869B JAMES BEASLEY	GNO IV LP	Sep 01 2010	082-005	Reeves	34	53	3567	PSL	All	All depths	641.000	Active
16. 1		YOUNG III - ST TX	LEGEND NATURAL			TX.								
plicate			GAS IV LP	Sep 01 2010			34	53	3567	PSL	All	All depths	641.000	Antius
		MCCAMEY FARM		000 01 2010		100100		-	0001	- OL	Cil	rui deptiis	641.000	Active
11.			LEGEND NATURAL		1	TX.								
PUCATE		TX MF 111869G	GAS IV LP	Sep 01 2010			34	53	3567	PSL	All	All depths	641.000	Active
		MICHELLE E	HARLING CONTROL OF MARKO											
nicate			LEGEND NATURAL			TX,								
	Gateway 34	111869F	GAS IV LP	Sep 01 2010 8	262.626	Reeves	34	53	3567	PSL	All	All depths	641.000	A deline

EXHIBIT A LEASES

	LEASES BOOK!													
PROSPEC	T LESSOR	LESSEE	LEASE & EFFECTIVE DATE	BOOK / PAGE / DOCUMENT	STATE /	SECTION	BLOCK	ABSTRACT	SURVEY	LEGAL DESCRIPTION	DESCRIPTIVE DEPTH	GROSS ACRES	LEASE RECORD STATUS	
Aliman 24	BRENDA TAYLOR	OBRIEN OIL AND GAS INC	Nov 12 2014	1129-719	TX, Reeves	25	53	3476	PSL	SE/4 LESS AND EXCEPT 4 acres in the extreme NW corner of this tract AND save and except Lots 37, 38, 39, 43, 44, 87, 88, 99, 106, 148, 150, 151, 155, 167, 168, 169, 170, 171 All located in block 1 of the Southwestern Development Company of Toyah, Texas Subdivision in the SE/4	All depths	155.032	Active	
Allman 24	DONNA J SPIVEY	PETROHAWK PROPERTIES LP	Aug 12 2011	899-82	TX, Reeves	25	53	2293	PSL	NW/4 NW/4, S/2 NW/4, N/2 N/2 SW/4 & N/2 S/2 N/2 SW/4	All depths	180.000	Active	
Allman 24	DONNA J SPIVEY	PETROHAWK PROPERTIES LP	Aug 12 2011	899-82	TX, Reeves	25	53	2293	PSL	NE/4 & NE/4 NW/4, S/2 SW/4 & S/2 S/2 N/2 SW/4	All depths	300.000		
Allman 24	JANIS DEE BOURLAND HELMEY	PETROHAWK PROPERTIES LP	Aug 12 2011	899-73	TX, Reeves	25	53	2293	PSL	NW/4 NW/4, S/2 NW/4, N/2 N/2 SW/4 & N/2 S/2 N/2 SW/4	All depths	180.000	Artive	
Allman 24	JANIS DEE BOURLAND HELMEY	PETROHAWK PROPERTIES LP	Aug 12 2011	899-73	TX. Reeves	25	53	2293	PSL	NE/4 & NE/4 NW/4, S/2 SW/4 & S/2 S/2 N/2 SW/4	All depths	300.000		
Allman 24	JEFFERY ALLAN WILSON	PETROHAWK PROPERTIES LP	Aug 12 2011		TX, Reeves	25	53	2293	PSL	NW/4 NW/4, S/2 NW/4, N/2 N/2 SW/4 & N/2 S/2 N/2 SW/4	All depths	180.000	Active	
Allman 24	JEFFERY ALLAN WILSON	PETROHAWK PROPERTIES LP	Aug 12 2011		TX, Reeves	25	53	2293	PSL	NE/4 & NE/4 NW/4, S/2 SW/4 & S/2 S/2 N/2 SW/4	All depths	300.000	Active	



EXHIBIT A

		COMPANIES NO.	LEASE & EFFECTIVE	BOOK / PAGE /	STATE /	12 S. W.		N. HERRIS	Supplied to	FOU			LEASE
PROSPECT	LESSOR	LESSEE	DATE	DOCUMENT		SECTION	BLOCK	ABSTRACT	SURVEY	DESCRIPTION	DESCRIPTIVE	GROSS	RECORE
	KIMBERLY KAY	OBRIEN OIL AND		1116-177 Amended	TX,					SE/4 LESS AND EXCEPT 4 acres in the extreme NW corner of this tract AND save and except Lots 37, 38, 39, 43, 44, 87, 88, 99, 106, 148, 150, 151, 155, 167, 168, 189, 170, 171 All located in block 1 of the Southwestern Development Company of Toyah, Texas Subdivision in		AURES	STATUS
Allman 24	SLOAN	GAS INC	Oct 03 2014	1129-717	Reeves	25	53	3476	PSL	the SE/4	All depths	155.032	Active
Aliman 24	LEWIS KEITH LYNN	PETROHAWK PROPERTIES LP	Aug 12 2011	899-64	TX, Reeves	25	53	2293	PSL	NW/4 NW/4, S/2 NW/4, N/2 N/2 SW/4 & N/2 S/2 N/2 SW/4	All depths	180.000	Active
Allman 24	LEWIS KEITH LYNN	PETROHAWK PROPERTIES LP	Aug 12 2011		TX, Reeves	25	53	2293	PSL	NE/4 & NE/4 NW/4, S/2 SW/4 & S/2 S/2 N/2 SW/4	All depths	300.000	Active
Allman 24	MARY HUEBSCH	PETROHAWK PROPERTIES LP	Aug 12 2011		TX, Reeves	25	53	2293	PSL	NW/4 NW/4, S/2 NW/4, N/2 N/2 SW/4 & N/2 S/2 N/2 SW/4	All depths	180.000	Active
Allman 24	MARY HUEBSCH	PETROHAWK PROPERTIES LP	Aug 12 2011		TX, Reeves	25	53	2293	PSL	NE/4 & NE/4 NW/4, S/2 SW/4 & S/2 S/2 N/2 SW/4	All depths	300.000	Active
Allman 24	MICHAEL LYNN BOURLAND	PETROHAWK PROPERTIES LP	Aug 12 2011		TX, Reeves	25	53	2293	PSL		All depths	180.000	Active
Allman 24	MICHAEL LYNN BOURLAND	PETROHAWK PROPERTIES LP	Aug 12 2011		TX, Reeves	25	53	2293	PSL	NE/4 & NE/4 NW/4, S/2 SW/4 & S/2 S/2 N/2 SW/4	All depths	300.000	Active

True & Correct Copy of a Comment on file at Reeves County Texas, Dianne O. Florez, County Clerk Page 5 of 30

EXHIBIT A

			LEASE &	BOOK /							4		
PROSPECT	LESSOR	LESSEE	EFFECTIVE DATE	PAGE/	STATE /	SECTION	BLOCK	ABSTRACT	CHRISTY	LEGAL	DESCRIPTIVE	GROSS	RECORE
Allman 24	CHARLES LAWHON, JANET LAWHON, JOHN LAWHON, TRACEY SCHEIDLER		Sep 30 2016	DOCUMENT	TX, Reeves	SECTION 25	BLOCK	ABSTRACT		DESCRIPTION SE/4 of Section SE/4 of Section SE/4 of Section SE/4 of Section A3476, PSL Survey, Reeves County, Texas containing 160 acres, more or less, LESS AND EXCEPT 4 acres, more or less, in the extreme NW/corner and FURTHER LESS AND EXCEPT all of Lots 106, 87, 88, 43, 44, 150, 151, 170, 171, 155, 148, 167, 168, 37, 38, 39 and the East 22.579 feet of lot 99, all in Block 1 of the Southwestern Development Company of Toyah, Texas Subdivision of the SE/4 of		ACRES	STATUS
Allman 24	SCHEIDLER	II, LLC	Sep 30 2016	1330-061	Reeves	25	53	3476	PSL	Section 25, NW/4 NW/4, S/2 NW/4, N/2	All depths	155.032	Active
Allman 24	TIM WILSON	PETROHAWK PROPERTIES LP	Aug 12 2011	899-70	TX, Reeves	25	53	2293	PSL	N/2 SW/4 & N/2 S/2 N/2 SW/4 NE/4 & NE/4	All depths	180.000	Active
Allman 24	TIM WILSON	PETROHAWK PROPERTIES LP	Aug 12 2011	899-70	TX, Reeves	25	53	2293	PSL	NW/4, S/2 SW/4 & S/2 S/2 N/2 SW/4	All depths	300.000	Active
Aliman 24	TOWANA SPIVEY	PETROHAWK PROPERTIES LP	Aug 12 2011	899-61	TX, Reeves	25	53	2293	PSL	NW/4 NW/4, S/2 NW/4, N/2 N/2 SW/4 & N/2 S/2 N/2 SW/4	All depths	180.000	Active
Allman 24	TOWANA SPIVEY	PETROHAWK PROPERTIES LP	Aug 12 2011	899-61	TX, Reeves	25	53	2293	PSL	NE/4 & NE/4 NW/4, S/2 SW/4 & S/2 S/2 N/2 SW/4	All depths	300.000	Active
Aliman 24	WEETONA STANLEY	PETROHAWK PROPERTIES LP	Aug 12 2011	899-79	TX, Reeves	25	53	2293	PSL	NW/4 NW/4, S/2 NW/4, N/2 N/2 SW/4 & N/2 S/2 N/2 SW/4	All depths	180.000	



EXHIBIT A LEASES

				LEASE & EFFECTIVE	BOOK / PAGE /	STATE /			E Pry el		LEGAL	DESCRIPTIVE	GROSS	LEASE
	PROSPECT	PAMELA PARKER	LESSEE	DATE	DOCUMENT	COUNTY	SECTION	BLOCK	ABSTRACT	SURVEY	DESCRIPTION		ACRES	STATUS
whicate	Gateway 34	CLIFTON - ST TX MF	LEGEND NATURAL	Sep 01 2010	882-625	TX, Reeves	34	53	3567	PSL	All	All depths		
1		ROBBIN LEE	In the second state of the second			1100100	-	-	10001	I OL	I/II	All depths	641.000	Active
Juplicate	Gateway 34	YOUNG - ST TX MF 111869D	LEGEND NATURAL GAS IV LP	Sep 01 2010	882-655	TX, Reeves	34	53	3567	PSL	All	All depths	641.000	Active
-	Howlin Wolf	LOWE ROYALTY	ENDURANCE			200								
17612	Blk 53 Sec 35	PARTNERS LP - ST TX MF 117612	RESOURCES HOLDINGS II LLC ENDURANCE	Jul 15 2015	1202-0403	TX, Reeves	35	53	3467	PSL/LL FORD	S/2 & NE/4	All depths	480.000	Active
	Gateway fna	LOWE ROYALTY	RESOURCES			TX.								
	Cottonwood	PARTNERS LP	HOLDINGS II LLC	Jul 15 2015	1202-0403	Reeves	36	53	2610	PSL	Lun.	W. M. Carlos Carlos		Description (
	Howlin Wolf	LOWE ROYALTY	ENDURANCE	201102010	1202-0403	Neeves	30	93	2010	PSL	N/2	All depths	320.000	Active
lea la	Blk 53 Sec	PARTNERS LP - ST	RESOURCES			TX.								
uplicate	37	TX MF 117612	HOLDINGS II LLC	Jul 15 2015	1202-0403	Reeves	37	53	5968	PSL	W/2	All depths	320.000	Action
-		ALLISON RENEE						7.5				riii depiiis	320.000	MULIVE
Duplicate		PARKER - ST TX MF	LEGEND NATURAL	W 10 THE RESIDENT		TX,								
vapillate	Gateway 38	111869E	GAS IV LP	Sep 01 2010	882-615	Reeves	38	53	2981	PSL	All	All depths	641.000	Active
Outlieste	Colour 20	J LOYD PARKER III -	LEGEND NATURAL			TX,	Carrier Control		estation to	and the same of th	low.	13776 - 10 - 10-20		
Duplicate	Gateway 38	ST TX MF 111869B JAMES BEASLEY	GAS IV LP	Sep 01 2010	882-605	Reeves	38	53	2981	PSL	All	All depths	641.000	Active
183		YOUNG III - ST TX	LEGEND NATURAL			***								
make to	Gateway 38	MF 111869C	GAS IV LP	Sep 01 2010	992.646	TX, Reeves	38	53	2981	DOL		* 10 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2	20000000	AMERICAN TO
uplicate	Cateway ou	MCCAMEY FARM	ONO IV LF	Sep 01 2010	002-045	Reeves	30	53	2981	PSL	All	All depths	641.000	Active
		AND RANCH LP - ST	LEGEND NATURAL			TX.								
Duplicate	Gateway 38	TX MF 111869G	GAS IV LP	Sep 01 2010	B82-595	Reeves	38	53	2981	PSL	All	All depths	641,000	Amelican
Dalitte -		MICHELLE E					-	00	2.001	r or	MI	All depths	641.000	Active
		JORDAN - ST TX MF	LEGEND NATURAL			TX.								
Duplicate	Gateway 38	111869F	GAS IV LP	Sep 01 2010	882-635	Reeves	38	53	2981	PSL	All	All depths	641.000	Active
Page		PAMELA PARKER										i iii depirio	041.000	Menan
		CLIFTON - ST TX MF	LEGEND NATURAL			TX,			Lance on					
uplicate	Gateway 38	111869A	GAS IV LP	Sep 01 2010	882-625	Reeves	38	53	2981	PSL	All	All depths	641.000	Active
7		ROBBIN LEE												
n 1'2 to		YOUNG - ST TX MF	LEGEND NATURAL			TX,		200			Annual Control			
Duplicate	Gateway 38	111869D	GAS IV LP	Sep 01 2010	882-655	Reeves	38	53	2981	PSL	All	All depths	641.000	Active
- 15	GLO 53 Sec		ENDURANCE RESOURCES			T14								
117884	39-46	ST TX MF 117884	HOLDINGS II LLC	Jan 05 2016	1000 0101	TX.	00	***		and the s		Panagor I production constru	200000000	SHIPST 1
HIBOT	39-40	51 1A WF 117004	HOLDINGS II LLC	Jan 05 2016	1260-0184	Reeves	39	53		PSI	All	All depths	641.000	Active
			ENDURANCE			TX.								
.10147			RESOURCES			Culberson								
11810)	GLO Sect 40	ST TX MF 118107	HOLDINGS II LLC	Jul 19 2016		& Reeves	40	53	2654	PSL	All	All depths	641,000	Active
		ALLISON RENEE							2.001	T OL	730	rai deptira	641,000	Active
. 1. 1	GLO 53 Sec	PARKER - ST TX MF	LEGEND NATURAL	1) (TX.								
Duplicate	39-46		GAS IV LP	Sep 01 2010	882-615	Reeves	46	53	2657	PSL	All	All depths	641.000	Active
2	GLO 53 Sec		LEGEND NATURAL			TX,								
Molicate	39-46		GAS IV LP	Sep 01 2010	882-605	Reeves	46	53	2657	PSL	All	All depths	641.000	Active
		JAMES BEASLEY	Caramana Caramana Carama			and the			1					
Dualitate	GLO 53 Sec	YOUNG III - ST TX	LEGEND NATURAL	40.000		TX,	12	200	0220		l 1			
papillace	39-46		GAS IV LP	Sep 01 2010	882-645	Reeves	46	53	2657	PSL	All	All depths	641.000	Active
. 1	GLO 53 Sec	MCCAMEY FARM AND RANCH LP - ST	LEGEND NATURAL			TV								
intrate	39-46		GAS IV LP	See 04 2040		TX, Reeves	46	53	20057	DCI	400		****	
Thicke		MICHELLE E	ONO IV LF	Sep 01 2010	002-393	reeves	40	00	2657	PSL	All ,	All depths	641.000	Active
1. 1	GLO 53 Sec		LEGEND NATURAL			TX								
	39-46		GAS IV LP	Sep 01 2010			46	53	2657	PSL	All	All depths	641,000	Activo
Spines	10			000 01 2010	000	100100	10	,,,	2001	OL.	Irsu J	nii vepins	641.000	TOUVE

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Page 6 of 30

EXHIBIT A

	PROSPECT	LESSOR	LESSEE	LEASE & EFFECTIVE DATE	PAGE / DOCUMENT	STATE /	SECTION	BLOCK	ABSTRACT	SURVEY	LEGAL DESCRIPTION	DESCRIPTIVE	GROSS ACRES	RECOR
. 1.	GLO 53 Sec	PAMELA PARKER CLIFTON - ST TX MF	LEGEND NATURAL			TX.				JUNE	DESCRIPTION	DEFIN	ACRES	STATU
erc	39-46	111869A ROBBIN LEE	GAS IV LP	Sep 01 2010	882-625	Reeves	46	53	2657	PSL	All	All depths	641.000	Active
1	GLO 53 Sec	YOUNG - ST TX MF	LEGEND NATURAL			TX.								
RIC	39-46	111869D	GAS IV LP	Sep 01 2010	882-655	Reeves	46	53	2657	PSL	All	All depths	641.000	Active
1		ALLISON RENEE PARKER - ST TX MF	LEGEND NATURAL			TX.					N/2. SW/4 &			
ate	Gateway 38	111869E	GAS IV LP	Sep 01 2010	882-615	Reeves	47	53	3569	PSL	W/2 SE/4	All depths	561,000	Active
1.	Gateway 38	J LOYD PARKER III - ST TX MF 111869B	LEGEND NATURAL GAS IV LP	0	000 000	TX,	-	200	Section 1	12007	N/2, SW/4 &	Part of		
K.	Galeway 30	JAMES BEASLEY	GAS IV LP	Sep 01 2010	882-605	Reeves	47	53	3569	PSL	W/2 SE/4	All depths	561,000	Active
L		YOUNG III - ST TX	LEGEND NATURAL			TX.					N/2 SW/4 &			
_	Gateway 38	MF 111869C	GAS IV LP	Sep 01 2010	882-645	Reeves	47	53	3569	PSL	W/2 SE/4	All depths	561.000	Active
1		MCCAMEY FARM AND RANCH LP - ST	LEGEND NATURAL	12		TX.					N/2. SW/4 &			
te	Gateway 38	TX MF 111869G	GAS IV LP	Sep 01 2010	882-595	Reeves	47	53	3569	PSL	W/2 SE/4	All depths	561,000	Active
1		MICHELLE E JORDAN - ST TX ME	LEGEND NATURAL			TV								
ite	Gateway 38	111869F	GAS IV LP	Sep 01 2010	882-635	TX, Reeves	47	53	3569	PSL	N/2, SW/4 & W/2 SE/4	All depths	561.000	a milion
,		PAMELA PARKER						-	0000	I OL	VV/Z GE/4	All deptils	361.000	Active
to.	Gateway 38	CLIFTON - ST TX MF	LEGEND NATURAL			TX,	100	1925			N/2, SW/4 &			
	Gateway 30	111869A ROBBIN LEE	GAS IV LP	Sep 01 2010	882-625	Reeves	47	53	3569	PSL	W/2 SE/4	All depths	561.000	Active
L		YOUNG - ST TX MF	LEGEND NATURAL			TX,					N/2. SW/4 &			
_	Gateway 38	111869D	GAS IV LP	Sep 01 2010	882-655	Reeves	47	53	3569	PSL	W/2 SE/4	All depths	561.000	Active
0	Gateway 48	ALAN R ZEMAN - ST TX MF114473D	PETROHAWK PROPERTIES LP	May 24 2012	061 763	TX, Reeves	48	53	3628	nei	11/10 011/11	******		
·	Galeway 40	ALLISON RENEE	PROPERTIES LP	May 24 2012	951-765	Reeves	48	53	3628	PSL	W/2 SW/4	All depths	80.000	Active
		PARKER - ST TX MF	LEGEND NATURAL			TX,					N/2, SE/4 & E/2			
te_	Gateway 48	111869E	GAS IV LP	Sep 01 2010	882-615	Reeves	48	53	2980	PSL	SW/4	All depths	561.000	Active
		BARBARA												
		ELIZABETH												
-K	Gateway 48	JOHNSON DODSON - ST TX MF114473K	PETROHAWK PROPERTIES LP	14 04 0040	055 404	TX, Reeves	48	F.D.	2000	no.	Total Street	2		
4	Gateway 46	BILLIE NELL	PROPERTIES LP	May 24 2012	950-404	Reeves	48	53	3628	PSL	W/2 SW/4	All depths	80.000	Active
- 6		EASTLAND - ST TX	PETROHAWK			TX,								
	Gateway 48	MF114473E	PROPERTIES LP	May 24 2012	951-755	Reeves	48	53	3628	PSL	W/2 SW/4	All depths	80.000	Active
		CHRISTINA C STAPLETON ET AL -	PETROHAWK			TX.								
C	Gateway 48	ST TX MF114473C	PROPERTIES LP	May 24 2012	951-746		48	53	3628	PSL	W/2 SW/4	All depths	80.000	Active
-1	Gateway 48		PETROHAWK PROPERTIES LP	May 24 2012	056 206	TX, Reeves	48	53	3628	PSL	W/2 SW/4	8 H - 2 11		
,	-	J LOYD PARKER III -	LEGEND NATURAL	May 24 20121	300-390	TX.	40	33	3020	PSL	N/2, SE/4 & E/2	All depths	80.000	Active
r.	Gateway 48		GAS IV LP	Sep 01 2010	882-605	Reeves	48	53	2980	PSL	SW/4	All depths	561.000	Active
1		JAMES BEASLEY	LECEND MATURAL			TV					NO 05/4 4 5/8			
te	Gateway 48	YOUNG III - ST TX MF 111869C	GAS IV LP	Sep 01 2010	882-645	TX, Reeves	48	53	2980	PSL	N/2, SE/4 & E/2 SW/4	All depths	561,000	Artive
		JAMES G		55, 512510				-				осрана	301.000	, totive
-M			PETROHAWK		250 200	TX,	40		0000	no.		Lancie - Nove	223	
4	Gateway 48	MF114473M KARA L KEYZER ET	PROPERTIES LP	May 24 2012	356-388	Reeves	48	53	3628	PSL	W/2 SW/4	All depths	80.000	Active
0			PETROHAWK			TX,								
) D	Gateway 48		PROPERTIES LP	May 24 2012	951-736		48	53	3628	PSL	W/2 SW/4	All depths	80.000	Active



LEASES

	PROSPECT	LESSOR	LESSEE	LEASE & EFFECTIVE DATE	PAGE / DOCUMENT	STATE /	SECTION	BLOCK	ABSTRACT	PUDVEY	LEGAL	DESCRIPTIVE	GROSS	LEASE
111173-1		LYNN SWIGART -	PETROHAWK	DAIL	DOCOMENT	TX.	SECTION	BLOCK	ABSTRACT	SURVEY	DESCRIPTION	DEPTH	ACRES	STATUS
4473-A	Gateway 48	ST TX MF114473A	PROPERTIES LP	May 24 2012	951-729	Reeves	48	53	3628	PSL	W/2 SW/4	All depths	80.000	Active
eplicate	Gateway 48	MCCAMEY FARM AND RANCH LP - ST TX MF 111869G MICHELLE E	LEGEND NATURAL GAS IV LP	Sep 01 2010	882-595	TX. Reeves	48	53	2980	PSL	N/2, SE/4 & E/2 SW/4	All depths	561.000	
Duplicate	Gateway 48	JORDAN - ST TX MF 111869F PAMELA PARKER	LEGEND NATURAL GAS IV LP	Sep 01 2010	882-635	TX. Reeves	48	53	2980	PSL	N/2, SE/4 & E/2 SW/4	All depths	561.000	Active
rudicate	Gateway 48	CLIFTON - ST TX MF 111869A RACHEL MORTON	LEGEND NATURAL GAS IV LP	Sep 01 2010	882-625	TX. Reeves	48	53	2980	PSL	N/2, SE/4 & E/2 SW/4	All depths	561.000	Active
4473-J	Gateway 48	NIXON ET AL - ST TX MF114473J ROBBIN LEE	PETROHAWK PROPERTIES LP	May 24 2012	955-216	TX, Reeves	48	53	3628	PSL	W/2 SW/4	All depths	80.000	Active
"plicate	Gateway 48	YOUNG - ST TX MF 111869D RONALD DAVID	LEGEND NATURAL GAS IV LP	Sep 01 2010	882-655	TX, Reeves	48	53	2980	PSL	N/2, SE/4 & E/2 SW/4	All depths	561,000	Active
114473-I	Gateway 48	COODY ET AL - ST TX MF1144731 ROSS A GILSON ET	PETROHAWK PROPERTIES LP	May 24 2012	955-207	TX, Reeves	48	53	3628	PSL	W/2 SW/4	All depths	80.000	Active
114473-14	Gateway 48	AL - ST TX MF114473H	PETROHAWK PROPERTIES LP	May 24 2012	955-190	TX, Reeves	48	53	3628	PSL	W/2 SW/4	All depths	80,000	Active
4473-N	Gateway 48	MF114473N	PETROHAWK PROPERTIES LP	May 24 2012	955-199	TX, Reeves	48	53	3628	PSL	W/2 SW/4	All depths	80.000	Active
114473-F	Gateway 48	TX MF114473F	PETROHAWK PROPERTIES LP	May 24 2012	955-225	TX, Reeves	48	53	3628	PSL	W/2 SW/4	All depths	80.000	Active
114473-G		WORTH W ROSS ET AL - ST TX MF114473G	PETROHAWK PROPERTIES LP	May 24 2012		TX, Reeves	48	53	3628	PSL	W/2 SW/4	All depths	80.000	
2. 10.		BLAKE OIL AND GAS CORPORATION CARTER	PETROHAWK PROPERTIES LP	Oct 05 2011		TX, Reeves	28	56	5016	PSL	E/2 SE/4 &	Surface to 100' below the deepest producing interval	120.000	Active
11775 6	Orbison 28	JONOTHAN COLEMAN - ST TX MF 117757	PETROHAWK PROPERTIES LP	Aug 30 2011		TX, Reeves	28	56	5967	PSL	N/2 NE/4 & SE/4 NE/4	All depths	119.780	Active
117755			PETROHAWK PROPERTIES LP	Aug 30 2011		TX, Reeves	28	56	5704	PSL	W/2	All depths	319.140	
		JUNE 5, 1998	PETROHAWK PROPERTIES LP	Apr 28 2011	882-197		28	56	5967	PSL	N/2 NE/4 & SE/4 NE/4	Surface to the stratigraphic equivalent of the base of the Wolfcamp Formation	119.780	
Į.	Orbison 28		PETROHAWK PROPERTIES LP	Nov 01 2011		TX, Reeves	28	56	5016	PSL	E/2 SE/4 & SW/4 SE/4	All depths	120.000	Active

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Page 20 of 30

EXHIBIT A LEASES

	PROSPECT	LESSOR	LESSEE	LEASE & EFFECTIVE DATE	PAGE / DOCUMENT	STATE /	SECTION	BI OCK	ABSTRACT	SURVEY	LEGAL	DESCRIPTIVE	GROSS	RECORE
		E L GARRISON TRUST; JOYCE THOMAS			DOCUMENT		SECTION	BLUCK	ABSTRACT	SURVEY	DESCRIPTION	DEPTH	ACRES	STATUS
12	Orbison 28	INDIVIDUALLY AND TRUSTEE	PETROHAWK PROPERTIES LP	Feb 08 201	1 878-804	TX. Reeves	28	56	5875	PSL	S/2 NW/4 SE/4	All deoths	20.000	Active
Puplicate 11775 to Puplicate 1775 \$	Orbison 28	FRANCES A POLLARD - DECEASED - ST TX MF 117757	PETROHAWK PROPERTIES LP	Aug 30 2011	907-220	TX. Reeves	28	56	5967	PSL (N/2 NE/4 & SE/4 NE/4	All depths	119.780	
Duplicate 17753	Orbison 28	FRANCES A POLLARD - DECEASED - ST TX MF 117757	PETROHAWK PROPERTIES LP	Aug 30 2011	907-220	TX, Reeves	28	56	5704	PSL	W/2	All depths	319.140	Active
17757	Orbison 28	H L HAWKINS JR INC - ST TX MF 117757	PETROHAWK PROPERTIES LP	Mar 03 2011	880-621	TX, Reeves	28	56	5704	PSL	W/2	Surface to 100' below the base of the Wolfcamp Formation	319,140	Active
0.4	Orbison 28	HARRISON TRUST RODDY HARRISON TRUSTEE JILL HOLT BELL	ENDURANCE RESOURCES LLC	Aug 31 2015	1197-0156	TX, Reeves	28	56	5967	PSL	N/2 NW/4 SE/4	Surface to 100' below the stratigraphic equivalent of the base of the Wolfcamp Formation	20.000	
Pupliste 117754 Dupliste 117757	Orbison 28	AKA JILL PERRY HOLT - ST TX MF 117757 JILL HOLT BELL	PETROHAWK PROPERTIES LP	Aug 30 2011	907-217	TX, Reeves	28	56	5967	PSL	N/2 NE/4 & SE/4 NE/4	All depths	119.780	Active
pupliste	Orbison 28	AKA JILL PERRY HOLT - ST TX MF 117757	PETROHAWK PROPERTIES LP	Aug 30 2011	907-217	TX, Reeves	28	56	5704	PSL	W/2	All depths	319.140	Active
17756		LIFETIME BENEFIT OF L H MEEKER ET AL - ST TX MF 117758	PETROHAWK PROPERTIES LP	Feb 09 2011		TX, Reeves	28	56	5967	PSL	N/2 NE/4 &	Surface to 100' below the stratigraphic equivalent of the base of the Wolfcamp Formation	119.780	Active
17758	Orbison 28	MEEKER INVESTMENTS INC - ST TX MF-117758	PETROHAWK PROPERTIES LP	Feb 09 2011	886-508	TX, Reeves	28	56	5967	PSL	N/2 NE/4 &	Surface to 100' below the stratigraphic epairvalent of the base of the Wolfcamp Formation	119.780	Active
117754	Orbison 28	NEAL LEE BINGHAM -ST TX MF 117754	PROPERTIES LP	Feb 09 2011	878-803		28	56	5858			All depths	40.000	Active
	Orbison 28	ROBERT J HOOK ET UX	PROPERTIES LP	Feb 09 2011	878-806		28	56	5016	PSL		All depths	120.000	Active
	Orbison 28	ET UX	PETROHAWK PROPERTIES LP	Feb 09 2011	878-805		28	56	5016	PSL		All depths	120.000	Active
	Orbison 28	VIRGINIA R HUSTON	PETROHAWK PROPERTIES LP	Apr 11 2011		TX, Reeves	28	56	5016		E/2 SE/4 & SW/4 SE/4	All depths	120.000	Active

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Page 21 of 30

EXHIBIT A

- 0.	PROSPECT	LESSOR	Teener .	LEASE & EFFECTIVE	BOOK / PAGE /	STATE /					LEGAL	DESCRIPTIVE	GROSS	LEASE
Dupluste	PROSPECT	WILLIAM PERRY	LESSEE	DATE	DOCUMENT	COUNTY	SECTION	BLOCK	ABSTRACT	SURVEY	DESCRIPTION	DEPTH	ACRES	STATUS
Dupliste 17756 Dupliste	Orbison 28	COLEMAN - ST TX MF 117757	PETROHAWK PROPERTIES LP	Aug 30 2011	907-214	TX, Reeves	28	56 (5967	PSL (N/2 NE/4 &	All depths	119.780	Active
117755	Orbison 28	WILLIAM PERRY COLEMAN - ST TX MF 117757	PETROHAWK PROPERTIES LP	Aug 30 2011	907-214	TX, Reeves	28	56	5704	PSL	W/2			
Ouplierte 117756	Orbison 28	WINDI GRIMES SOLE TRUSTEE OF THE AWP 1983 TRUST - ST TX MF 117758	PETROHAWK PROPERTIES LP	Feb 09 2011		TX. Reeves	28	56	5967	PSL (N/2 NE/4 & SE/4 NE/4	All depths Surface to 100' below the stratigraphic equivalent of the base of the Wolfcamp Formation	319.140	
	Santana 29	DONNA J SPIVEY	PETROHAWK PROPERTIES LP	1 10.0011	000 00	TX,							115.750	7301140
	Gaillana 25	JANIS DEE	PROPERTIES LP	Aug 12 2011	899-82	Reeves	29	56	2292	PSL	All	All depths	640.000	Active
	Santana 29	BOURLAND HELMEY JEFFERY ALLAN	PETROHAWK PROPERTIES LP PETROHAWK	Aug 12 2011	899-73	TX, Reeves TX.	29	56	2292	PSL	All	All depths	640.000	Active
	Santana 29	WILSON	PROPERTIES LP	Aug 12 2011	899-85	Reeves	29	56	2292	PSL	All	All depths	640.000	A attion
	Santana 29	LEWIS KEITH LYNN	PETROHAWK PROPERTIES LP	Aug 12 2011		TX. Reeves	29	56	2292	PSL	All	All depths	640.000	
	Santana 29	MARY HUEBSCH	PETROHAWK PROPERTIES LP	Aug 12 2011	899.76	TX, Reeves	29	56	2292	PSL	All		12020000	210(12)
	Santana 29	MICHAEL LYNN BOURLAND	PETROHAWK PROPERTIES LP	Aug 12 2011		TX, Reeves	29	56	2292	PSL	All	All depths	640.000	
			PETROHAWK	7.09 12 2011	000-07	TX.	2.0	00	2232	PSL	All	All depths	640.000	Active
	Santana 29	TIM WILSON	PROPERTIES LP PETROHAWK	Aug 12 2011	899-70	Reeves TX.	29	56	2292	PSL	All	All depths	640.000	Active
	Santana 29	TOWANA SPIVEY	PROPERTIES LP	Aug 12 2011	899-61	Reeves	29	56	2292	PSL	All	All depths	640.000	Active
	Santana 29	WEETONA STANLEY	PETROHAWK PROPERTIES LP	Aug 12 2011	899-79	TX, Reeves	29	56	2292	PSL	All	All depths	640.000	
2682-Н	Muddy Water 30	DONNA J SPIVEY - ST TX MF 112682H	PETROHAWK PROPERTIES LP	Feb 09 2011	880-593	TX, Reeves	30	56	2291	PSL	NE/4	Surface to 100' below the base of the Wolfcamp Formation	160,000	
2682-H Duplicate 2682-H	Muddy Water 30	DONNA J SPIVEY - ST TX MF 112682H	PETROHAWK PROPERTIES LP	Feb 09 2011	880-593	TX, Reeves	30	56	2291	PSL	NW/4 SE/4	Surface to 100' below the base of the Wolfcamp Formation	40.000	Active
2682-A		JANIS DEE BOURLAND HELMEY - ST TX MF 112682A	PETROHAWK PROPERTIES LP	Feb 09 2011		TX, Reeves	30	56	2291	PSL	SW/4	Surface to 100' below the base of the Wolfcamp Formation	160.000	Active
Duplicate		JANIS DEE BOURLAND HELMEY - ST TX MF 112682A	PETROHAWK PROPERTIES LP	Feb 09 2011		TX, Reeves	30	56	2291	PSL	SE/4 & SW/4	Surface to 100' below the base of the Wolfcamp Formation	280.000	
11	Muddy Water	JANIS DEE BOURLAND	PÉTROHAWK PROPERTIES LP	Feb 09 2011		TX.				PSL		Surface to 100' below the base of the Wolfcamp Formation	40.000	
2682-D	Muddy Water 30	JEFFERY ALLAN WILSON - ST TX MF 112682D	PETROHAWK PROPERTIES LP	Feb 09 2011	-X//24740-1	TX,						Surface to 100' below the base of the Wolfcamp Formation	160.000	

EXHIBIT A LEASES

,)	PROSPECT	LESSOR	LESSEE	LEASE & EFFECTIVE DATE	PAGE / DOCUMENT	STATE /	SECTION	BLOCK	ABSTRACT	SURVEY	LEGAL DESCRIPTION	DESCRIPTIVE DEPTH	GROSS ACRES	RECOR STATUS
liete	Muddy Water	JEFFERY ALLAN WILSON - ST TX MF	PETROHAWK PROPERTIES LP	Feb 09 2011	880 607	TX, Reeves	30	56	2291	PSL		Surface to 100' below the base of the Wolfcamp		
ı	Muddy Water	JEFFERY ALLAN	PETROHAWK PROPERTIES LP	Feb 09 2011		TX, Reeves	30	56	2291	PSL	NW/4 SE/4 NW/4 & E/2 SE/4 & SW/4 SE/4	Formation Surface to 100' below the base of the Wolfcamp Formation	280.000	Active
682-C	Muddy Water		PETROHAWK PROPERTIES LP	Feb 09 2011		TX, Reeves	30	56	2291	PSL	NW/4 & E/2 SE/4 & SW/4 SE/4	Surface to 100' below the base of the Wolfcamp Formation	280.000	
682-C	Muddy Water 30	LEWIS KEITH LYNN ST TX MF 112682C	PETROHAWK PROPERTIES LP	Feb 09 2011	880-558	TX, Reeves	30	56	2291	PSL	NW/4 SE/4	Surface to 100' below the base of the Wolfcamp Formation	100.000.00	Active
682-G	Muddy Water	MARY HUEBSCH - ST TX MF 112682G	PETROHAWK PROPERTIES LP	Feb 09 2011	880-551	TX, Reeves	30	56	2291	PSL	NE/4	Surface to 100' below the base of the Wolfcamp Formation	160.000	Active
G' Sieste	Muddy Water	MARY HUEBSCH - ST TX MF 112682G	PETROHAWK PROPERTIES LP	Feb 09 2011	880-551	TX, Reeves	30	56	2291	PSL	NW/4 SE/4	Surface to 100' below the base of the Wolfcamp Formation	40.000	Active
482-B	Muddy Water 30	MICHAEL LYNN BOURLAND - ST TX MF 112682B	PETROHAWK PROPERTIES LP	Feb 09 2011	880-565	TX, Reeves	30	56	2991	PSL	SW/4	Surface to 100' below the base of the Wolfcamp Formation	160.000	Active
B'. lieste	Muddy Water 30	MICHAEL LYNN BOURLAND - ST TX MF 1126828	PETROHAWK PROPERTIES LP	Feb 09 2011	880-565	TX. Reeves	30	56	2991	PSL	NW/4 & E/2 SE/4 & SW/4 SE/4	Surface to 100' below the base of the Wolfcamp Formation	280.000	Active
liete Bi	Muddy Water 30	MICHAEL LYNN BOURLAND - ST TX- MF 112682B	PETROHAWK PROPERTIES LP	Feb 09 2011	880-565	TX, Reeves	30	56	2991	PSL	NW/4 SE/4	Surface to 100' below the base of the Wolfcamp Formation	40.000	Active
	Muddy Water 30	TIM WILSON - ST TX MF 112682E	PETROHAWK PROPERTIES LP	Feb 09 2011	880-572	TX, Reeves	30	56	2291	PSL	NE/4	Surface to 100' below the base of the Wolfcamp Formation	160.000	Active
E' licate	Muddy Water 30	TIM WILSON - ST TX MF 112682E	PETROHAWK PROPERTIES LP	Feb 09 2011	880-572	TX, Reeves	30	56	2291	PSL	NW/4 SE/4	Surface to 100' below the base of the Wolfcamp Formation	40.000	Active
licate E'	Muddy Water	TIM WILSON - ST TX MF 112682E	PETROHAWK PROPERTIES LP	Feb 09 2011	880-572	TX, Reeves	30	56	2291	PSL	NW/4 & E/2 SE/4 & SW/4 SE/4	Surface to 100" below the base of the Wolfcamp Formation	280,000	Active
1682 T	Muddy Water 30	TOWANA SPIVEY - ST TX MF 1126821	PETROHAWK PROPERTIES LP	Feb 09 2011	880-600	TX, Reeves	30	56	2291	PSL		Surface to 100' below the base of the Wolfcamp Formation	160.000	Active
I'd	Gateway fna	TOWANA SPIVEY - ST TX MF 112682I	PETROHAWK PROPERTIES LP	Feb 09 2011	880 600	TX, Reeves	30	56	2291	PSL		Surface to 100' below the base of the Wolfcamp Formation	40.000	Active



EXHIBIT A LEASES

PROSPECT	LESSOR	LESSEE	EFFECTIVE	AND DESCRIPTION OF THE PARTY OF	STATE /	SECTION	BLOCK	ABSTRACT	SURVEY	LEGAL DESCRIPTION	STORES AND STORES AND STORES	GROSS	LEASE RECORD STATUS
Muddy Wate	WEETONA r STANLEY - ST TX MF 112682F	PETROHAWK PROPERTIES LP	Feb 09 2011	880-586	TX, Reeves	30	56	2291	PSL	NE/4	Surface to 100' below the base of the Wolfcamp Formation	160,000	Active
Muddy Wate	WEETONA STANLEY - ST TX MF 112682F	PETROHAWK PROPERTIES LP	Feb 09 2011	880-586	TX, Reeves	30	56	2291	PSL		Surface to 100' below the base of the Wolfcamp Formation	40.000	
BB King 32	DELA MINERALS INC - ST TX MF112396	PETROHAWK PROPERTIES LP	Jan 21 2011	878-760	TX, Reeves	32	56	2642	PSL		Surface to 100' below the base of the Wolfcamp	640.000	
BB King 32						100000000000000000000000000000000000000	1.77.1050.0000	1000			MF-112396 PROPERTIES LP Jan 21 2011 878-760 Reeves 32 56 2642 PSL All		MF112396 PROPERTIES LP Jan 21 2011 878-760 Reeves 32 56 2642 PSL All Formation 640,000

EXHIBIT A WELLS

WELL NAME	WELL#	STATE	COUNTY	OPERATOR	API NUMBER	WELL TYPE	SECTION	BLOCK	ABSTRACT	SURVEY	ACCOUNTING WELL#
Gateway 21 SWD	1	TX	Reeves	Endurance Resources LLC	42-389-34925	Injection	21	53	2651	PSL/HOPPER G	710008
State Gateway 22	2H	TX	Reeves	Endurance Resources LLC	42-389-34930	Producer	22	53		PSL / G Hopper / W M Hopper	710001
State Johnny Cash 23	2H	TX	Reeves	Endurance Resources LLC	42-389-35064	Producer	23	53		PSL / BRYAN WP	710005
State Gateway 38	5H	TX	Reeves	Endurance Resources LLC	42-389-35218	Waiting on Completion	38	53	2981 & 3569	PSL/Hopper WM	710011
Orbison 28	6H	TX	Reeves	Endurance Resources LLC	42-389-34995	Producer	28	56	5967	PSL/Meeker JR	710004
Santana 29	2H	TX	Reeves	Endurance Resources LLC	42-389-35266	Producer	29	56	2292	PSL/LYNN C A	710013
State Muddy Water 30	2H	TX	Reeves	Endurance Resources LLC	42-389-34985	Producer	30	56	2291	PSL/LYNN C A	710003
State BB King 32	2H	TX	Reeves	Endurance Resources LLC	42-389-34984	Producer	32	56	2642	PSL/HENRY AE	710002



EXHIBIT A-1

OCUMENT NAME	CONTRACT DATE	GRANTOR	GRANTEE	COUNTY/STATE	LEGAL DESCRIPTION	BLOCK/SECTION	SURVEY	WELCS
Road Access Easement	Dec 01 2015	Pleasant Street Limited et al	Endurance Resources	Regves County, Texas	5W/4 of Section 12	53-12	PSL	MARKET COLUMN TO THE REAL PROPERTY OF THE PARTY OF THE PA
W. W. C.		A PARTY OF THE PAR	Holdings II LLC	TOWNS COOK AND STREET	W/2 of Section 13	53-13		
indurance Salt Water Disposal	Nov 01 2015	Estate of J Loyd Parker III, Allison Renee	Endurance Resources LLC	Reeves County, Texas	NE/4	53-21	PSŁ	Gateway 21 SWD
greement for Gateway 21		Parker, Michelle Elise Parker Jordan.	& Endurance Resources			1		
WD		Pamela Parker Clifton, Christopher	Holdings II LLC			1		
1		Matthew Clifton, Cale Andrew Clifton,						
		Kelli Clifton Gossmann, McCarney Farm						
		& Ranch LP, Robin Lee Young, Young						
		Cottonwood Oil & Gas LP						
		Contollinous on its case						
oad Use & Maintenance	Apr 04 2016	Three Rivers Operating Company III LLC	Endurance Resources	Reeves & Culberson	Section 21, Block 53, PSL Survey,	53-21	PSL	
greement		Divini Cone vinues anna Vita I Vinte de Vinte I	Holdings II LLC	County, Texas	Culberson County, Texas and ends at	53-12	1,100	
E-74-7490			Control of the second	TOTAL STAME POLICES	Texas Farm to Market road 2119 in			
					Section 12, Block 53, PSL Survey, Reeves			
					County, Texas			
light-of-Way and Easement	Sep 01 2015	Estate of J Loyd Parker III, Allison Renee	Endurance Resources	Reeves County, Texas	N/2 of Section 21	53-21	PSL.	State Gateway 22 2H
greement-Road		Parker, Michelle Elise Parker Jordan,	Holdings II LLC	Man	N/2 of Section 22	53-22		State Gateway 22 2M
		Pamela Parker Clifton, Christopher			W/2 of Section 28	53-28		Name oppositely at 2110 x
		Matthew Clifton, Cale Andrew Clifton,			W/2 of Section 38	53-33	1	
		Kelli Clifton Grossmann, McCamey Farm			NW/4NW/4 of Section 40	53-40		
		& Ranch LP, Robin Lee Young, Young			MW/4MW/4 of Section 40	53-40		
		Cottonwood Oil and Gas LP						
		Cottonwood Oil and Gas D						
Aulti-Use Right-of-Way and	Mar 01 2016	Robert B Kornegay	Endurance Resources	Reeves County, Texas	NW/4	53-23	PSL	State Johnny Cash 23 2H
asement Agreement			Holdings II LLC					
Aulti-Lise Right-of-Way and	Jul 23 2015	Sandra K Metcalf	Endurance Resources	Reeves County, Texas	NW/4	53-23	PSL.	State Johnny Cash 23 2H
asement Agreement			Holdings II LLC		11.00			The state of the s
T TX GLO Miscellaneous	Jul 01 2015	State of Texas General Land Office	Endurance Resources LLC	Reeves County, Texas	E/2 of Section 26	53-26	PSL	State Johnny Cash 23 2H
asement ME20150162		The state of the s			N/2 & E/2 of Section 23	53-23		The same of the same and the same of the s
T TX GLO Miscellaneous	Jul 01 2015	State of Texas General Land Office	Endurance Resources LLC	Reeves County, Texas	E/2 of Section 26	53-26	PSL	State Johnny Cash 23 2H
asement ME20150163	AAA 8A9 800	Marie Company of the	A STATE OF THE PARTY OF THE PAR	The second secon	N/2 & E/2 of Section 23	53-23		
T TX GLO Miscellaneous	Jul 01 2015	State of Texas General Land Office	Endurance Resources LLC	Reeves County, Texas	E/2 of Section 26	53-26	PSL	State Johnny Cash 23 2H
asement ME20150164					N/2 & E/2 of Section 23	53-23		
T TX GLO Miscellaneous	Jul 01 2015	State of Texas General Land Office	Endurance Resources LLC	Reeves County, Texas	E/2 of Section 26	53-26	PSL	State Johnny Cash 23 2H
asement ME20150165			,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,		N/2 & E/2 of Section 23	53-23	250	
urface Use Agreement	Aug 20 2010	Pamela Parker Clifton, McCarney Farm &	Legend Natural Gas IV LP	Reeves & Culberson	Cottonwood Ranch		PSL	State Gateway 22 2H
	100000000000000000000000000000000000000	Ranch LP, J Loyd Parker III, Allison Renee		County, Texas	Contract Con		200	State BB King 32 2H
		Parker, Robbin Lee Young, James Beasley						State Muddy Water 30 2H
		Young, Michelle E Jordan						State Johnny Cash 23 2H
		rearis, michigine e zoroani						
								Orbison 28 6H
laht of May Assessed	Enn 01 2015	Lowe Royalty Partners LP	Endurance Resources	Regues County Town	5/2 & NE/4	63.26	PSL	State Gateway 21 SWO 1
ight-of-Way Agreement	Sep 01 2015	Lowe noyalty Partners LP	Holdings II LLC	Reeves County, Texas	SIZ OF LICE	53-35	FSL	
urface Use Agreement	San 01 2015	Lowe Royalty Partners LP	Endurance Resources	Reeves County, Texas	S/2 & NE/4	53-35	PSL	
urrace Use Agreement	Sep 01 2015	Lowe Royalty Partners LP	Holdings II LLC	neeves County, rexas	NE BEHELD	23-22	PSC	
urface Use and Drill Site	May 4 2016	JWM Minerals, LLC	Endurance Resources	Reeves County, Texas	NE/4	56-28	PSL	Orbison 28 6H
urrace use and unit sité	Mar 4 2016	ATTIM TRIMET BIS, LLL.	Francisine Meadures	neeves county, rexas	larita.	30.50	F 24	Orbison 20 off

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DOCUMENT NAME	CONTRACTDATE	GRANTOR	GRANTEE	COUNTY/STATE	LEGAL DESCRIPTION	BLOCK/SECTION	eli Dig	WELLS
Surface Use and Drill Site		James Lawrence Meeker, Trustee of	Endurance Resources	Reeves County, Texas	NE/4	56-28	PSI.	Orbison 28 6H
Agreement	11130 3 4040	Callaghan 320 Trust	Holdings II LLC	meeves county, reads	145.74	30-28	PSC.	Orbison 28 6H
Multi-Use Right-of-Way and	Jul 28 2015	Donna J Spivey	Endurance Resources	Reeves County, Texas	All Sec 29, 30, 24 & 25	56-29	PSL	Santaria 29 5H
Easement Agreement			Holdings II LLC	neeres county, rexas	All Sec 23, 30, 24 & 23	56-30	P.S.L	State Muddy Water 30 2H
						53-24		State Middly Water 30 211
						53-25		
Multi-Use Right-of-Way and	Jul 28 2015	Janis Dee Helmey	Endurance Resources	Reeves County, Texas	All Sec 29, 30, 24 & 25	56-29	PSL	Santana 29 5H
Easement Agreement	200000000000000000000000000000000000000	and the second s	Holdings II LLC			56-30	1.05	State Muddy Water 30 2H
			110000000000000000000000000000000000000		1	53-24		State Muddy Water 30 2h
						53-25		
Multi-Use Right-of-Way and	Jul 28 2015	Jeffery A Wilson	Endurance Resources	Reeves County, Texas	All Sec 29, 30, 24 & 25	56-29	PSL	Santana 29'5H
Easement Agreement	100,000,000	The state of the s	Holdings II LLC	The second of the second		56-30		State Muddy Water 30 2H
The state of the s						53-24		Steel History Water 30 211
						53-25		
Multi-Use Right-of-Way and	Jul 28 2015	Lewis K Lynn	Endurance Resources	Reeves County, Texas	All Sec 29, 30, 24 & 25		PSL	Santana 29 SH
Easement Agreement			Holdings II LLC	maria sound, rekas	,	56-30	1.36	State Muddy Water 30 2H
			3010113011111			53-24		State Muddy Water 30 2H
						53-25		
Multi-Use Right-of-Way and	Jul 28 2015	Mary Huebsch	Endurance Resources	Reeves County, Texas	All Sec 29, 30, 24 & 25		PSL	Santana 29 5H
Easement Agreement			Holdings II LLC	over county, rexas	75 ES, 30, 24 G 23	56-30	- 36	State Muddy Water 30 2H
and the same of th			Transmigs it see			53-24		State Muddy Water 30 2H
						53-25		
Multi-Use Right-of-Way and	Jul 28 2015	Michael L Bourland	Endurance Resources	Reeves County, Texas	All Sec 29, 30, 24 & 25		PSL	Santana 29 SH
Easement Agreement			Holdings II LLC	The state of the s		56-30		State Muddy Water 30 2H
			The same of the sa			53-24		State Wildery Water 30 211
						53-25		
Multi-Use Right-of-Way and	Jul 28 2015	Tim L Wilson	Endurance Resources	Reeves County, Texas	All Sec 29, 30, 24 & 25		PSL	Santana 29 SH
Easement Agreement	301202023	N. 1. 1. 1. 1. 1. 1. 1. 1. 1. 1. 1. 1. 1.	Holdings II LLC	meeter county, rexas	THE SEC ES, 30, 24 G 23	56-30	r.ac	State Muddy Water 30 2H
			Transmit II and the			53-24		State Wildly Water 30 20
				i i		53-25		
Multi-Use Right-of-Way and	Jul 28 2015	Towana Spivey	Endurance Resources	Reeves County, Texas	All Sec 29, 30, 24 & 25		PSL	Santana 29 5H
Easement Agreement	201 2.0 2.01.3	THE PERSON NAMED IN COLUMN TWO IS NOT THE PERSON NAMED IN COLUMN TWO IS NAMED IN COLUMN TW	Holdings II LLC	The same of the sa		56-30	r.a.	State Muddy Water 30 2H
The state of the s			The state of the s			53-24		State (Wildley Water 30 2ft
						53-25		
Multi-Use Right-of-Way and	Jul 28 2015	Weetona Stanley	Endurance Resources	Reeves County, Texas	All Sec 29, 30, 24 & 25		PSL	Santana 29 SH
Easement Agreement	201 20 2013	areasons stancy	Holdings II LLC	neeves county, rexas	70, 30, 23, 30, 24 & 23	56-30	r St.	State Muddy Water 30 2H
- value of Agreement			rio uniga ir LLC			53-24		State Muddy Water 30 2H
						53-24		
Multi-Use Right-of-Way and	Jul 28 2015	Jeffery A Wilson	Endurance Resources	Reeves County, Texas	All Sec 29, 30, 24 & 25		PSL	Santana 29 SH
asement Agreement	201 28 2015	Series & Series	Holdings II LLC	neeves county, rexas	740 att. 29, 30, 24 & 23	56-30	Fac	TO CONTRACT CONTRACT AND ADDRESS OF THE PARTY OF THE PART
asement Agreement			moraings in LLC					State Muddy Water 30 2H
						53-24		
						53-25		

Page 2 of 3

Easements

	CONTRACT DATE		GRANTEE	COUNTY/STATE	LEGAL DESCRIPTION	BLOCK/SECTION		••
tonwood Ranch Drilling rations & Management of ier Wells & Gravel Pits		Estate of J Loyd Parker III, Allison Renee Parker, Michelle Elise Parker Jordan, Pamela Parker Clifton, Christopher Matthew Clifton, Cale Andrew Clifton, Kelli Clifton Gossmann, McCamey Farm & Ranch LP, Robin Lee Young, Young Cottonwood Oil & Gas LP	Endurance Resources Holdings II LLC	Reeves & Culberson County, Texas	5/2	53-41	PSL	•
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Page 3 of 3

Exhibit A-2

None.

Exhibit B

Excluded Properties

- 1) Any pickup trucks used by Endurance personnel for pumping routes or other operations. Tools and personal safety equipment for pumpers or other Endurance employees.
- 2) Data Licensing Agreement, dated effective August 13, 2015, between Integrated Reservoir Solutions, a division of Core Laboratories LP and Endurance Resources LLC.
- 3) Caliche & Water Sales Agreement, dated July 24, 2015, by and among Estate of J Loyd Parker III, Allison Renee Parker, Michelle Elise Parker Jordan, Pamela Parker Clifton, Christopher Matthew Clifton, Cale Andrew Clifton, Kelli Clifton Gossmann, McCamey Farm & Ranch LP, Robin Lee Young, Young Cottonwood Oil & Gas LP, Endurance Resources LLC, and Endurance Resources Holdings II LLC.
- 4) Confidential Data Exchange Agreement, dated August 14, 2015, by and between ConocoPhillips Company and Endurance Resources LLC.
- 5) Master License Agreement and Supplement Agreement No 1 to the Master License Agreement, dated April 6, 2016, by and among TRNCO Petroleum Corporation, FairfieldNodal, and Endurance Resources Holdings II, LLC.

Inst No. 16-16834
DIANNE O. FLOREZ
COUNTY CLERK
2016 Dec 13 at 03:30 PM
REEVES COUNTY, TEXAS
y: RL

520021 000006 18741008.5

The & Correct Copy of a recent on file at Previos County Texas, Clame O. Florez, County Clerk to e_30_ of _30_

THE STATE OF TEXAS

COUNTY OF REFVES

I. Dianno O. Florez, Clerk of the County Court in and said County and State do harrby herity the tipe foregoing is a true and correct copy of filed for record in my office this 13th day of 120 Million at 320 M. unfar Clerk's File Vo. 16 p. 16 13 M. to be recorded in the Recytles of Recytles of Recytles of County, Toxas.

Recytles of Recytles County, Toxas.

TO CERTIFY WHICH, Witness my hand and official scal at Pecos, Texas this 3 M. County Toxas. BOWEIN Ryles - Deputy. DIANNE O. FLOREZ, COUNTY CLERK REEVES COUNTY, TEXAS

::	 ٠	Ë	•	File No. MF ///	869	
				Assign ID # Endurance	# 101.	35 County Atlantic
					9-17	

STATE OF TEXAS § § **COUNTY OF REEVES** 8 Whereas, The State of Texas, acting by and through its agent, James Beasley Young, III, dealing in his sole and separate property, and Legend Natural Gas IV, LP entered that certain Oil and Gas Lease dated September 1, 2010, recorded in Book 882, Page 645, Official Public Records of Reeves County, Texas, covering the following lands in Reeves County, Texas (the "Lease"): Block 53, Public School Land Survey Block 55, Public School Land Survey Section 22: All NW/4, N/2 SW/4 & SW/4 SW/4 Section 27: N/2 & SW/4 Section 34: All Section 38: All Section 46: All Section 47: N/2, SW/4 & W/2 SE/4 N/2, SE/4 & E/2 SW/4 Section 48: Containing a total of 4,445.70 acres, more or less; and Whereas, Silverback Exploration LLC ("Lessee"), a Delaware limited liability company, whose address is 1826 N Loop 1604 W, Suite 250, San Antonio, TX 78248, is the current owner of the Lease. Now, therefore, for valuable and sufficient consideration received, Lessee does hereby forever release, relinquish, surrender, and quitclaim all of Lessee's right, title, and interest in and to the Lease, and any extension or amendment thereof. Executed and effective as of the date of acknowledgement below. Lessee: Silverback Exploration, LLC David Frye, Vice President of Land STATE OF TEXAS § **COUNTY OF BEXAR** 5 This instrument was acknowledged before me on the day of 2017, by David Frye, Vice President of Land of Silverback Exploration, LLC, a Delaware limited liability company. RICHARD H. EVERETT, IV Notary Public, State of Texas Notary Public, State of Texas My Commission Expires Inst No. 17-04275 DIANNE O. FLOREZ January 13, 2019 COUNTY CLERK 2017 Mar 14 at 11:16 AM 1 of 1 REEVER COUNTY TEXAS
COLORED TO THE TEXAS

True & Correct Copy of a document on file at Reeves County Texas, Dianne O. Florez, County Clerk Page_____ of____

THE STATE OF TEXAS	
COUNTY OF REEVES I, Dianne O. Florez, Clerk of the	
for said county and State do hereby certify that the foregoing is a to Rel of oil Gas & Min Las Chared March	1, 2017
filed for record in my office this 14th day of A	March at
1116 AM, under Clerk's File No. 17-04275, to	be recorded in the
Official Public Records	2
Records of Reeves County, Texas. 1. TO CERTIFY WHICH, Witness my hand and office	iel scal at Pecos. Texas
this 4th day of March, 20	<u> </u>
100	
	Z, COUNTY CLERK

STATE OF TEXAS § § COUNTY OF REEVES § Whereas, The State of Texas, acting by and through its agent, Robbin Lee Young, dealing in his sole and separate property, and Legend Natural Gas IV, LP entered that certain Oil and Gas Lease dated September 1, 2010, recorded in Book 882, Page 655, Official Public Records of Reeves County, Texas, covering the following lands in Reeves County, Texas (the "Lease"): Block 53, Public School Land Survey Block 55, Public School Land Survey Section 22: All NW/4, N/2 SW/4 & SW/4 SW/4 Section 1: Section 27: N/2 & SW/4 Section 34: All Section 38: All Section 46: All Section 47: N/2, SW/4 & W/2 SE/4 Section 48: N/2, SE/4 & E/2 SW/4 Containing a total of 4,445.70 acres, more or less; and Whereas, Silverback Exploration LLC ("Lessee"), a Delaware limited liability company, whose address is 1826 N Loop 1604 W, Suite 250, San Antonio, TX 78248, is the current owner of the Lease. Now, therefore, for valuable and sufficient consideration received, Lessee does hereby forever release, relinquish, surrender, and quitclaim all of Lessee's right, title, and interest in and to the Lease, and any extension or amendment thereof. Executed and effective as of the date of acknowledgement below. Lessee: Silverback Exploration, LLC David Frye, Vice President of Land STATE OF TEXAS § 5 COUNTY OF BEXAR 12t day of This instrument was acknowledged before me on the , 2017, by David Frye, Vice President of Land of Silverback Exploration, LLC, a Delaware limited liability company. RICHARD H. EVERETT, IV Notary Public, State of Texas My Commission Expires Notary Public, State of Texas Inst No. 17-04276 January 13, 2019 DIANNE O. FLOREZ COUNTY CLERK 2017 Mar 14 at 11:16 AM 1 of 1 REFYES COUNTY, TEXAS

True & Correct Copy of a document on file at Reeves County Texas, Dianne O. Florez, County Clerk Page of

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	ne O. Florez, Clerk of the County Court in and
Kel of Oil Gas & Min least	Anath
filed for record in my office this 1940 III AM, under Clerk's File No. 17	day of Not on at 10 to be recorded in the
Records of Reeves County, Texas.	ness my hand and official scal at Pecos, Texas
By Waldan Boputy.	DIANNE O. FLOREZ, COUNTY CLERK REEVES COUNTY, TEXAS

NW/4, N/2 SW/4 & SW/4 SW/4

RELEASE OF OIL, GAS, AND MINERAL LEASE

STATE OF TEXAS § § **COUNTY OF REEVES** 5

Whereas, The State of Texas, acting by and through its agent, J. Loyd Parker, III, dealing in his sole and separate property, and Legend Natural Gas IV, LP entered that certain Oil and Gas Lease dated September 1, 2010, recorded in Book 882, Page 605, Official Public Records of Reeves County, Texas, covering the following lands in Reeves County, Texas (the "Lease"):

Section 1:

Block 55, Public School Land Survey

Block 53, Public School Land Survey Section 22: All Section 27: N/2 & SW/4 Section 34: All Section 38: All Section 46: All Section 47: N/2, SW/4 & W/2 SE/4 Section 48: N/2, SE/4 & E/2 SW/4

Containing a total of 4,445.70 acres, more or less; and

Whereas, Silverback Exploration LLC ("Lessee"), a Delaware limited liability company, whose address is 1826 N Loop 1604 W, Suite 250, San Antonio, TX 78248, is the current owner of the Lease.

Now, therefore, for valuable and sufficient consideration received, Lessee does hereby forever release, relinquish, surrender, and quitclaim all of Lessee's right, title, and interest in and to the Lease, and any extension or amendment thereof.

Executed and effective as of the date of acknowledgement below.

Lessee: Silverback Exploration, LLC David Frye, Vice President of Land

STATE OF TEXAS §

8

COUNTY OF BEXAR

2017, by David Frye, Vice President of Land of Silverback Exploration, LLC, a Delaware limited liability company.

RICHARD H. EVERETT, IV otary Public, State of Texas My Commission Expires January 13, 2019

Notary Public, State of Texas

Inst No. 17-04273 DIANNE O. FLOREZ COUNTY CLERK 2017 Mar 14 at 11:15 AM

REEVES COUNTY, TEXAS
MUSULLAND, DEPUTY

1 of 1

True & Correct Copy of a document on file at Reeves County Texas, Dianne Q. Florez, County Clerk

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Records, to be recorded in the
ness my hand and official scal at Pecos, Texa

STATE OF TEXAS § § COUNTY OF REEVES δ

Whereas, The State of Texas, acting by and through its agent, Allison Renee Parker, a single woman, and Legend Natural Gas IV, LP entered that certain Oil and Gas Lease dated September 1, 2010, recorded in Book 882, Page 615, Official Public Records of Reeves County, Texas, covering the following lands in Reeves County, Texas (the "Lease"):

Block 53, Public School Land Survey Block 55, Public School Land Survey Section 22: All Section 1: NW/4, N/2 SW/4 & SW/4 SW/4 Section 27: N/2 & SW/4 Section 34: All Section 38: All Section 46: All N/2, SW/4 & W/2 SE/4 Section 47: Section 48: N/2, SE/4 & E/2 SW/4

Containing a total of 4,445.70 acres, more or less; and

Whereas, Silverback Exploration LLC ("Lessee"), a Delaware limited liability company, whose address is 1826 N Loop 1604 W, Suite 250, San Antonio, TX 78248, is the current owner of the Lease.

Now, therefore, for valuable and sufficient consideration received, Lessee does hereby forever release, relinquish, surrender, and quitclaim all of Lessee's right, title, and interest in and to the Lease, and any extension or amendment thereof.

Executed and effective as of the date of acknowledgement below.

Lessee: Silverback Exploration, LLC David Frye, Vice President of Land

STATE OF TEXAS §

§

COUNTY OF BEXAR

This instrument was acknowledged before me on the 2017, by David Frye, Vice day of President of Land of Silverback Exploration, LLC, a Delaware limited liability company.

1 of 1

RICHARD H. EVERETT, IV Notary Public, State of Texas My Commission Expires January 13, 2019

Notary Public, State of Texas

Inst No. 17-04272 DIANNE O. FLOREZ COUNTY CLERK 2017 War 14 at 11:16 AM

REEVES COUNTY, TEXAS

True & Correct Copy of a document on file at Reeves County Texas, Dianne O. Florez, County Clerk

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THE STATE OF TEXAS COUNTY OF REEVES I. Dian	ne O. Florez, Clerk of the County Court in and
For said County and State do hereby certify	that the foregoing is a true and correct copy of dated May Ch. 1 017
filed for record in my office this	day of Var at at to be recorded in the
Records of Reeves County, Texas,	thess my hand and official seal at Pecos, Texas
this 14th day of 100	ness my hand and official scal at Pecos, Texas
By Mbaldang Boputy.	DIANNE O. FLOREZ, COUNTY CLERK REEVES COUNTY, TEXAS

STATE OF TEXAS §

COUNTY OF REEVES §

Whereas, The State of Texas, acting by and through its agent, McCamey Farm & Ranch, L.P., and Legend Natural Gas IV, LP entered that certain Oil and Gas Lease dated September 1, 2010, recorded in Book 882, Page 595, Official Public Records of Reeves County, Texas, covering the following lands in Reeves County, Texas (the "Lease"):

Block 53, Public School Land Survey Block 55, Public School Land Survey Section 22: All Section 1: NW/4, N/2 SW/4 & SW/4 SW/4 Section 27: N/2 & SW/4 Section 34: All Section 38: All Section 46: All Section 47: N/2, SW/4 & W/2 SE/4 Section 48: N/2, SE/4 & E/2 SW/4

Containing a total of 4,445.70 acres, more or less; and

Whereas, Silverback Exploration LLC ("Lessee"), a Delaware limited liability company, whose address is 1826 N Loop 1604 W, Suite 250, San Antonio, TX 78248, is the current owner of the Lease.

Now, therefore, for valuable and sufficient consideration received, Lessee does hereby forever release, relinquish, surrender, and quitclaim all of Lessee's right, title, and interest in and to the Lease, and any extension or amendment thereof.

Executed and effective as of the date of acknowledgement below.

Lessee:
Silverback Exploration, Ltc

David Frye, Vice President of Land

STATE OF TEXAS §

5

COUNTY OF BEXAR

JOHN TO BEAM

This instrument was acknowledged before me on the day of larch 2017, by David Frye, Vice President of Land of Silverback Exploration, LLC, a Delaware limited liability company.

RICHARD H. EVERETT, IV Notary Public, State of Texas My Commission Expires January 13, 2019

Notary Public, State of Texas

Inst No. 17-04271 DIANNE O. FLOREZ COUNTY CLERK 2017 Mar 14 at 11:16 AM

By: MS Wouldand DEPUTY

1 of 1

True & Correct Copy of a document on file at Reeves County Texas, Dianne O. Florez, County Clerk Page _ ____ of _ ____

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THE STATE OF TEXAS COUNTY OF REEVES L Diar	me O. Florez, Clerk of the County Court in and
for said County and State do hereby certify	that the foregoing is a true and correct copy of Carted Max on 1, 2017,
filed for record in my office this 14- M, under Clerk's File No. 14- Official Publ	M day of March at
Records of Reeves County, Texas,	
this 4th day of Max	tness my hand and official scal at Pecos, Texas
By Whaldana Doputy.	DIANNE O. FLOREZ, COUNTY CLERK REEVES COUNTY, TEXAS

STATE OF TEXAS §

8

COUNTY OF REEVES

Whereas, The State of Texas, acting by and through its agent, Michelle E. Jordan, dealing in her sole and separate property, and Legend Natural Gas IV, LP entered that certain Oil and Gas Lease dated September 1, 2010, recorded in Book 882, Page 635, Official Public Records of Reeves County, Texas, covering the following lands in Reeves County, Texas (the "Lease"):

Block 53, Public School Land Survey

Block 55, Public School Land Survey

Section 22:

All

Section 1:

NW/4, N/2 SW/4 & SW/4 SW/4

Section 27:

N/2 & SW/4

All

Section 34:

Section 38:

All All

Section 46: Section 47:

N/2, SW/4 & W/2 SE/4

Section 48:

N/2, SE/4 & E/2 SW/4

Containing a total of 4,445.70 acres, more or less; and

Whereas, Silverback Exploration LLC ("Lessee"), a Delaware limited liability company, whose address is 1826 N Loop 1604 W, Suite 250, San Antonio, TX 78248, is the current owner of the Lease.

Now, therefore, for valuable and sufficient consideration received, Lessee does hereby forever release, relinquish, surrender, and quitclaim all of Lessee's right, title, and interest in and to the Lease, and any extension or amendment thereof.

Executed and effective as of the date of acknowledgement below.

Lessee:

Silverback Exploration, LLC

Vice President of Land

STATE OF TEXAS §

δ

COUNTY OF BEXAR

§

day of This instrument was acknowledged before me on the , 2017, by David Frye, Vice President of Land of Silverback Exploration, LLC, a Delaware limited liability company.

RICHARD H. EVERETT, IV otary Public, State of Texas My Commission Expires January 13, 2019

Notary Public, State of Texas

Inst No. 17-04270 DIANNE O. FLOREZ COUNTY CLERK

2017 Mar 14 at 11:16 AM

REEVES COUNTY, JEXAS
LI SULLANA DEPUTY

1 of 1

True & Correct Copy of a document on file at Reeves County Texas, Dianne O. Florez, County Clerk

for said County and Stated o hereby certify	the O. Florez, Clerk of the County Court in and that the foregoing is a true and correct copy of diated day of day of at to be recorded in the
	incss my hand and official scal at Pecos, Texas
By Maldana Doputy	DIANNE O. FLOREZ, COUNTY CLERK

STATE OF TEXAS §

COUNTY OF REEVES

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Whereas, The State of Texas, acting by and through its agent, Pamela Parker Clifton, dealing in her sole and separate property, and Legend Natural Gas IV, LP entered that certain Oil and Gas Lease dated September 1, 2010, recorded in Book 882, Page 625, Official Public Records of Reeves County, Texas, covering the following lands in Reeves County, Texas (the "Lease"): Block 53, Public School Land Survey Block 55, Public School Land Survey NW/4, N/2 SW/4 & SW/4 SW/4 Section 22: All Section 1: Section 27: N/2 & SW/4 Section 34: All Section 38: All Section 46: Section 47: N/2, SW/4 & W/2 SE/4 Section 48: N/2, SE/4 & E/2 SW/4 Containing a total of 4,445.70 acres, more or less; and Whereas, Silverback Exploration LLC ("Lessee"), a Delaware limited liability company, whose address is 1826 N Loop 1604 W, Suite 250, San Antonio, TX 78248, is the current owner of the Lease. Now, therefore, for valuable and sufficient consideration received, Lessee does hereby forever release, relinquish, surrender, and quitclaim all of Lessee's right, title, and interest in and to the Lease, and any extension or amendment thereof. Executed and effective as of the date of acknowledgement below. Lessee: Silverback Exploration, LI David Frye, Vice President of Land STATE OF TEXAS § § **COUNTY OF BEXAR** This instrument was acknowledged before me on the _______ day of _ , 2017, by David Frye, Vice President of Land of Silverback Exploration, LLC, a Delaware limited liability company. RICHARD H. EVERETT, IV Notary Public, State of Texas Notary Public, State of Texas My Commission Expires January 13, 2019 Inst No. 17-04267 DIANNE O. FLOREZ COUNTY CLERK 2017 Mar 14 at 11:16 AM 1 of 1 REEYES COUNTY, TEXAS ana DEPUTY

True & Correct Copy of a document on file at Reeves County Texas, Dianne O. Florez, County Clerk Page / of /

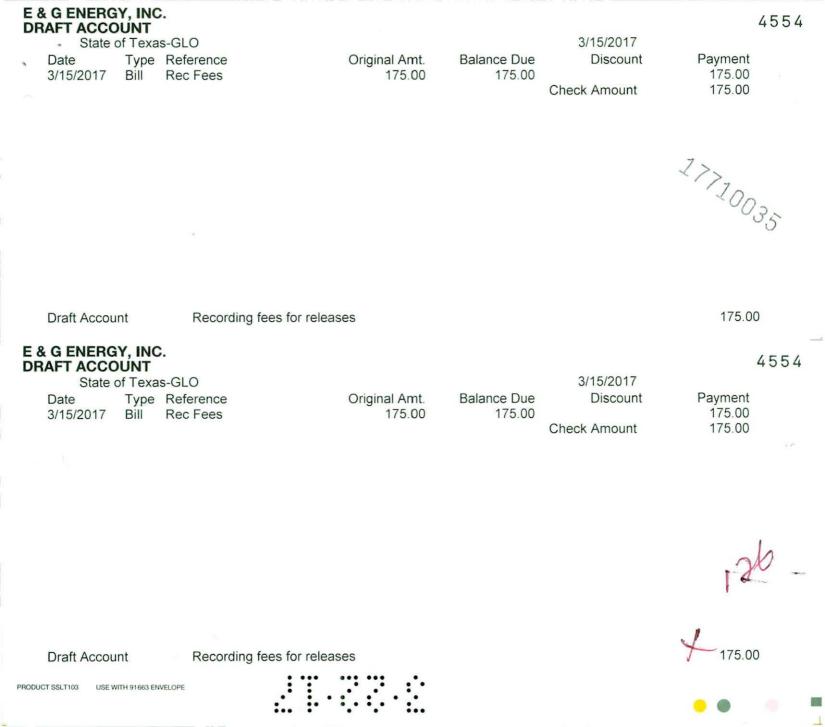
File No. County

Partial Release (Sec. 1)

Date Filed: Camps Soner

George P. Bush, Compositioner

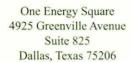
FHE STATE OF TEXAS COUNTY OF REEVES I, Dianne O. Florez, Clerk of the County Court in and
Rel of Oil Gas & Min Clase dated March 2017 filed for record in my office this 14-10 day of March at
M, under Clerk's File No. 11-04001, to be recorded in the
Records of Reeves County, Texas. TO CERTIFY WHICH, Witness my hand and official seal at Pecos, Texas day of
By MSaldana Deputy. DIANNE O. FLOREZ, CLUNTY CLERK REEVES COUNTY, TEXAS

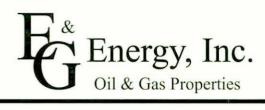


E & G ENERGY, INC. 4542 DRAFT ACCOUNT 2/21/2017 State of Texas-GLO Original Amt. Balance Due Discount Payment Date Type Reference Rec Fee-Release 150.00 150.00 150.00 2/21/2017 Bill Check Amount 150.00 17710036 150.00 Draft Account Recording fees for releases E & G ENERGY, INC. 4542 DRAFT ACCOUNT 2/21/2017 State of Texas-GLO Type Reference Balance Due Discount Payment Original Amt. Date 150.00 2/21/2017 Rec Fee-Release 150.00 150.00 Check Amount 150.00 150.00 Draft Account Recording fees for releases

PRODUCT SSLT103

USE WITH 91663 ENVELOPE





Phone 214-360-0360 Fax 214-360-0302

March 21, 2017

Drew Reid Texas General Land Office 1700 North Congress Ave Stephen F Austin Bldg Austin, Texas 78701 Via LSO # ZU844152

RE:

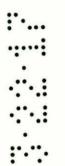
Releases of OGL's - Pecos Prospect

Reeves County, Texas

Dear Drew:

Enclosed please find the recording fees of \$325.00 and certified copies of Release of Oil, Gas & Mineral Leases for the following:

LESSOR	DESCRIPTION	RECORDING FEE
Pamela Parker Clifton	Parts of Sec 22, 27, 34, 38, 46-48, Blk 53 & Sec 1, Blk 55	\$25.00
Michelle E Jordan	Parts of Sec 22, 27, 34, 38, 46-48, Blk 53 & Sec 1, Blk 55	\$25.00
McCamey Farm & Ranch, LP	Parts of Sec 22, 27, 34, 38, 46-48, Blk 53 & Sec 1, Blk 55	\$25.00
Allison Renee Parker	Parts of Sec 22, 27, 34, 38, 46-48, Blk 53 & Sec 1, Blk 55	\$25.00
J. Loyd Parker, III	Parts of Sec 22, 27, 34, 38, 46-48, Blk 53 & Sec 1, Blk 55	\$25.00
James Beasley Young, III	Parts of Sec 22, 27, 34, 38, 46-48, Blk 53 & Sec 1, Blk 55	\$25.00
Robin Lee Young	Parts of Sec 22, 27, 34, 38, 46-48, Blk 53 & Sec 1, Blk 55	\$25.00
Hayes Land LP	S/2, less SE/4 aka Lots 1-14 & 17-28, Sec 30, Blk 4, H&GN RR Co	\$25.00
Hayes Land & Production LP	S/2, less SE/4 aka Lots 1-14 & 17-28, Sec 30, Blk 4, H&GN RR Co	\$25.00
Roberta M Regan Testamentary Trust, BOA, NA, Trustee	E 371 ac of Sec 1 Blk C-19, A-3275 & A-4219, PSL Svy, incl. all of said Sec 1, less & except the W 80 ac thereof being A-1359 as described in Patent No. 132, Vol 10-B	\$25.00



M. Brad Bennett	S/2 of Sec 43, Blk 56, PSL Svy A-2676	\$25.00
M. Brad Bennett & Ernest E Armstrong	137.5 ac out of NW & S parts of the middle 232.5 ac of Sec 29, Blk 59, PSL Svy	\$25.00
Camellia Land LLC // 1030	SE/4 of Sec 15, Blk 59, PSL Svy	\$25.00

Should you have any questions or require additional information, please do not hesitate to call.

Sincerely,

Karen Milam

Enclosures

File No.	111869		31.
		County	
Ltr	of fee S		
Date Filed:	03/22/17		
George P.	Bush, Commissioner	5	

3.55.74



PO Box 3759 Midland, TX79702 300 North Marienfeld, Suite 600 Midland, Texas 79701

MF 111869 MF 116893 MF 117612

> P 432.683.3272 F 432.683.3244

May 4, 2017

CERTIFIELD MAIL - 7016-3010-0000-0733-0252

VIA CERTIFIED MAIL AND E-MAIL

Joy McCauley Texas General Land Office 1700 North Congress Avenue Austin, Texas 78701

Joy.McCauley@glo.texas.gov

Notice of Commencement of Operations RE:

State Gateway 37-48 3H (API - 42-389-35747)

MF - 117612, 116893, 111869, and 114473 Unit 8316

Dear Ms. McCauley:

Atlantic Resources Company, LLC, hereby gives notice of its plans to commence drilling and completion operations on the State Gateway 37-48 3H on or before May 20, 2017.

The State Gateway 37-48 3H will be drilled on the State Gateway 37-48 Pooled Unit (Unit Number 8316), as approved by the School Land Board. Once I receive additional files related to these operations, I will forward on to your attention.

If you have any questions, please feel free to contact me by e-mail or at 432-683-3272.

Thank you for your cooperation.

Sincerely,

Travis Hutt Senior Landman

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File No. MF 111869	
Reeves	County
Notice of intento be	
Notice of intento be operations 42-38. Date Filed: 5/8/17	9-35747
Corge r. Eush, Commi	issioner



PO Box 3759 Midland, TX 79702

300 North Marienfeld, Suite 600 Midland, Texas 79701

P 432.683.3272 F 432.683.3244

CERTIFIED MAIL - 7016-3010-0000-0733-0139

May 5, 2017

J. Daryl Morgan, CPL 1700 North Congress Ave. Austin, Texas 78701

RE:

Pooling Agreement

State Gateway 37-48 Unit

GLO Unit 8316

Reeves County, Texas

Dear Mr. Morgan:

Please find enclosed duplicate originals of the referenced Pooling Agreement executed by representatives of Atlantic Resources Company, LLC.

Once the Commissioner executes the same, I would appreciate it if you would send a fully executed original version to my attention.

If you have any questions, please feel free to contact me by e-mail (thutt@arcoperating.com) or at 432-683-3272.

Sincerely,

Travis Hutt Senior Landman

Enclosures

3

File No	M- 111869	(-
H.	From Atlantic Con	inty
Date Filed: _	From Atlantic 5/11/17	
Geo	orge P. Bush, Commissioner	

By-



TEXAS GENERAL LAND OFFICE

GEORGE P. BUSH, COMMISSIONER

May 16, 2017

Mr. Travis Hutt Atlantic Resources Company 300 North Marienfeld, Suite 600 Midland, Texas 79701

Re:

Pooling Agreement

State Gateway 37-48 Unit GLO Unit No. 8316

Reeves County, Texas

Dear Mr. Hutt:

Enclosed is a duplicate original of the above referenced Pooling Agreement that has been executed by George P. Bush, Commissioner of the Texas General Land Office ("GLO"). We have retained the other original of the Pooling Agreement for our files. Please refer to the referenced GLO Unit No. when filing Royalty Reports with the GLO.

Thank you for your assistance with this matter, if you have any questions or need anything further, please feel free to call.

Sincerely

J. Daryl Morgan, CPL

Energy Resources Division

(512) 305-9106

Enclosure

File No	M-111869 34)
Ltr.	to Atlantic County
Date Filed:	5/16/17
Geor	ge P. Bush, Commissioner

DO NOT DESTROY



Texas General Land Office UNIT AGREEMENT MEMO

UPA179398

Unit Number

8316

Operator Name

Atlantic Resources Company, LLC

Effective Date

03/07/2017

Customer ID

C000089494

Unitized For

Oil And Gas

Unit Name

State Gateway 37-48

Unit Term

County 1

Reeves

RRC District 1 08

Old Unit Number Inactive Status Date

County 2

RRC District 2

County 3

RRC District 3

County 4

RRC District 4

Unit type

Permanent

State Net Revenue Interest Oil 0.12500000

State Part in Unit

1.00000000

Unit Depth

Specified Depths

Well

From Depth

Surface

Formation

Base of Wolfcamp

10645

Participation Basis Surface Acreage

To Depth

If Excluions Apply: See Remarks

Lease Number	Tract No	Lease Acres in Unit	Total Unit Acres	Tract Participation	O/G	Lease Royalty	NRI of Lease in Unit	Royalty Rate Reduction Clause
MF117612	1	320.000000	1,280.000000	0.25000000	O/G	0.12500000	0.03125000	
MF111869	2	560.000000	1,280.000000	0.43750000	O/G	0.12500000	0.05468750	No
MF114473	3	80.000000	1,280.000000	0.06250000	O/G	0.12500000	0.00781250	No
MF116893	4	320.000000	1,280.000000	0.25000000	O/G	0.12500000	0.03125000	

API Number

Remarks:		
Prepared By:	Prepared Date:	03/07/2017
GLO Base Updated By:	GLO Base Date:	03/07/2017
RAM Approval By:	RAM Approval Date:	3/13/17
GIS By:	GIS Date:	5/19/12017
Well Inventory By:	WI Date:	03 07 2017
		2 - 4 2

3/13/2017 7:37:20 AM

8316

2 of 2

Pooling Committee Report

To:

School Land Board

UPA179398

Date of Board Meeting: 03/07/2017

Unit Number: 8316

Effective Date:

03/07/2017

Unit Expiration Date:

Applicant:

Atlantic Resources Company, LLC

Attorney Rep:

Operator:

Atlantic Resources Company, LLC,

Unit Name:

State Gateway 37-48

Field Name:

FORD, WEST (WOLFCAMP)

County:

Reeves

<u>Lease</u> Type	Lease Number	<u>Lease</u> Royalty	Expiration Date	<u>Lease</u> <u>Term</u>	Lease Acres	Lease Acres In Unit	Royalty Participation
RAL	MF111869	0.12500000	09/01/2015	5 years	4,445.700000	560.000000	0.05468750
RAL	MF114473	0.12500000	05/24/2017	5 years	80.000000	80.000000	0.00781250
RAL	MF116893	0.12500000	07/08/2017	3 years	320.000000	320.000000	0.03125000
RAL	MF117612	0.12500000	07/15/2018	3 years	1,120.000000	320.000000	0.03125000

Private Acres: 0.000000

State Acres:

1280.000000

Total Unit Acres:

1280.000000

Participation Basis:
Surface
Acreage
Surface Acreage:
100.00%

State Net Revenue Interest:

12.50%

Unit Type: Unitized for:
Permanent Oil And

Gas

Term:

Yes Spacing Acres:

1,820 acres for a 10,000 foot lateral (FTP to LTP).

3/13/2017 7:38:25 AM UPA179398 1 of 1

MF#	MF117612	MF111869	MF114473	MF116893	
LEASE AC. IN UNIT	320	560	80	320	
TOTAL UNIT AC.	1280	1280	1280	1280	
STATE PARTICIPATION	0.25000000	0.43750000	0.06250000	0.25000000	1.00000000
LEASE ROYALTY	0.125	0.125	0.125	0.125	
PART OF UNIT NRI	0.03125000	0.05468750	0.00781250	0.03125000	0.12500000

Working File Number: UPA179398

REMARKS:

- Atlantic Resources Company, LLC is requesting permanent oil and gas pooling from the Surface to the base of the Wolfcamp formation as seen on the RK Petroleum Corp. Tierra State # 1 well log (API 42-389-30953) in order to test the Wolfcamp formation.
- The applicant plans to spud the first unit well on April 9, 2017 with a proposed total depth of 21,000 feet MD. A 10,000 foot lateral is expected to be drilled.
- With Board approval of the unit the State's unit royalty participation will be 12.5%.
- The State will participate on a unitized basis from the date of first production.
- The applicant agrees to drill a total of four unit wells. The first unit well will be spud by or before
 July 1, 2017 and the subsequent three unit wells will be spud by or before July 15, 2020 or the
 unit will decrease in size to 320 acres per unit well.

POOLING COMMITTEE RECOMMENDATION:

The Pooling Committee recommends Board approval of a permanent oil and gas unit under the above-stated provisions.

Mary Smith - Office of the Attorney General

Robert Hatter - General Land Office

Diane Morris - Office of the Governor

Date

Date

L.L. FORD A-3467	MF117612		L. FORD A-5909			E.M. LORING A-3003 J.R. MEEKER A-6007
	W.M. HOPPER A-2981	38	J. MEE	17612 .R. EKER 5968	37 MF116893 L.L. FORD A-5043	E.M. LORING A-2695
	G. HOPPER A-3569	47		MF1	48	M.C. OVERTON A-5757
		STATE A-3987	V.C. SWIGART A-3628 MF114473		W.M. HOPPER A-2980	E.M. JONES A-2676
M.A. GRISHAM A-4580	T.F. GRISHA A-5598		V.C SWIG A-36	SART	T.F. 1 GRISHAM A-5597	CULBERSON COUNTY REEVES COUNTY
	State (Unit #8316 sources Compar Gateway 37-48 U Jest (Wolfcamp) ves County, Texa	Field	10/0	The Texas General Land Office makes no or warranties regarding the accuracy or the information depicted on this map or which it was produced. This map IS I navigational purposes and does not pure establish boundaries between private a	the data from

POOLING AGREEMENT ATLANTIC RESOURCES COMPANY, LLC STATE GATEWAY 37-48 UNIT GLO UNIT NO. 8316 REEVES COUNTY, TEXAS

THIS AGREEMENT is entered into by and between the Commissioner of the General Land Office, on behalf of the State of Texas, as "Lessor" and Atlantic Resources Company, LLC, herein referred to as "Lessee", and such other interested parties as may join in the execution hereof, the undersigned parties herein collectively referred to as the "parties", in consideration of the mutual agreements hereinafter set forth and other valuable considerations, the receipt and sufficiency of which are hereby acknowledged, and for the purposes and upon the terms and conditions which follow:

PURPOSES:

1 :

This Pooling Agreement ("Agreement") is made for the purposes of conservation and utilization of the pooled mineral, to prevent waste, to facilitate orderly development and to preserve correlative rights. To such end, it is the purpose of this Agreement to effect equitable participation within the unit formed hereby. This Agreement is intended to be performed pursuant to and in compliance with all applicable statutes, decisions, regulations, rules, orders and directives of any governmental agency having jurisdiction over the production and conservation of the pooled mineral and in its interpretation and application shall, in all things, be subject thereto.

UNIT DESCRIPTION:

2.

The oil and gas leases, which are included within the pooled unit, are listed on the attached Exhibit "A", to which leases and the records thereof reference is here made for all pertinent purposes. The pooled unit shall consist of all of the lands described in Exhibit "B" attached hereto and made a part hereof. A plat of the pooled unit is attached hereto as Exhibit "C". The unit description is subject to the provisions of Addendum "A"

MINERAL POOLED:

3.

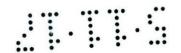
The mineral pooled and unitized ("pooled mineral") hereby shall be oil and gas including all hydrocarbons that may be produced from an oil well or a gas well as such wells are recognized and designated by the Railroad Commission of Texas or other state regulatory agency having jurisdiction of the drilling and production of oil and gas wells. The pooled mineral shall extend to those depths underlying the surface boundaries of the pooled unit from the surface to the stratigraphic equivalent of the base of the Wolfcamp formation, which is seen at a depth of 10,645 feet on the Dual Lateral log of the RK Petroleum Corp., Tierra State #1 well, API No. 42-389-30953 ("unitized interval").

POOLING AND EFFECT:

4.

The parties hereto commit all of their interests which are within the unit to the extent and as above described into said unit and unitize and pool hereunder the separate tracts described on the attached Exhibit "B", for and during the term hereof, so that such pooling or unitization shall have the following effect:

- The unit, to the extent as above described, shall be operated as an entirety for the exploration, development and production of the pooled mineral, rather than as separate
- All drilling operations, reworking or other operations with respect to the pooled mineral on land within the unit shall be considered as though the same were on each separate tract in the unit, regardless of the actual location of the well or wells thereon, for all purposes under the terms of the respective leases or other contracts thereon and this Agreement. In the event the unitized area covered by this Agreement is maintained in force by drilling or reworking operations conducted on a directional or horizontal well drilled under the unitized area from a surface location on adjacent or adjoining lands not included within the boundaries of the unitized area, such operations shall be considered to have been commenced on the unitized area when drilling is commenced on the adjacent or adjoining land for the purpose of directionally drilling under the unitized area and production of oil or gas from the unitized area through any directional or horizontal well surfaced on adjacent or adjoining land or drilling or reworking of any such well shall be considered production or drilling or reworking operations, as the case may be, on the unitized area for all purposes under this Agreement. Nothing in this Agreement is intended or shall be construed as granting to Lessee any leasehold interest, easements, or other rights in or with respect to any such adjacent or adjoining land in addition to any such leasehold interests, easements, or other rights which the lessee, operator or other interest owner in the unitized area may have lawfully acquired from the state or others.
- (c) Production of the pooled mineral from the unit allocated to each separate tract, respectively, as hereinafter provided, shall be deemed to have been produced from each such separate tract in the unit, regardless of the actual location of the well or wells thereon, for all purposes under the terms of the respective leases or other contracts thereon and this Agreement
- (d) All rights to the production of the pooled mineral from the unit, including royalties and other payments, shall be determined and governed by the lease or other contract pertaining to each separate tract, respectively, based upon the production so allocated to such tract only, in lieu of the actual production of the pooled mineral therefrom. Provided that, payments that are made on a per acre basis shall be reduced according to the number of acres pooled and included herein, so that payments made on a per acre basis shall be calculated based upon the number of acres actually included within the boundaries of the pooled unit covered by this Agreement.



- (e) A shut-in oil or gas well located upon any land or lease included within said unit shall be considered as a shut-in oil or gas well located upon each land or lease included within said unit; provided, however, that shut-in oil or gas well royalty shall be paid to the State on each State lease wholly or partially within the unit, according to the terms of such lease as though such shut-in oil or gas well were located on said lease, it being agreed that shut-in royalties provided in each State lease shall not be shared with other royalty owners.
- (f) Notwithstanding any other provision hereof, it is expressly agreed that each State lease may be maintained in force as to areas lying outside the unitized area described in Exhibit "B" only as provided in each such lease without regard to unit operations or unit production. Neither production of the pooled mineral, nor unit operations with respect thereto, nor the payment of shut-in royalties from a unit well, shall serve to hold any State lease in force as to any area outside the unitized area described in Exhibit "B" regardless of whether the production or operations on the unit are actually located on the State lease or not. "Area" as used in this paragraph shall be based upon surface acres to the end that, except as may otherwise be provided in each State Lease, the area inside the surface boundaries of the pooled unit, if held, will be held as to all depths and horizons.
- (g) If the Railroad Commission of Texas (or any other Texas regulatory body having jurisdiction) shall adopt special field rules providing for oil and/or gas proration units of less than the number of acres included in the unit, then Lessee agrees to either (1) drill to the density permitted by the Railroad Commission, (2) make application to the School Land Board of the State of Texas to reform the unit to comply with Railroad Commission unit rules, or (3) make application to the School Land Board of the State of Texas for such remedy as may be agreeable to the Board.
- (h) This Agreement shall not relieve Lessee from the duty of protecting the State leases described in Exhibit "A" and the State lands within the boundaries of the pooled unit described in Exhibit "B" from drainage from any well situated on privately owned land, lying outside the unitized area described in Exhibit "B", but, subject to such obligation, Lessee may produce the allowable for the entire unit as fixed by the Railroad Commission of Texas or other lawful authority, from any one or more wells completed thereon.
- (i) There shall be no obligation to drill internal offsets to any other well on separate tracts within the pooled unit, nor to develop the lands within the boundaries thereof separately, as to the pooled mineral.
- (j) Should this Agreement terminate for any cause, the leases and other contracts affecting the lands within the unit, if not then otherwise maintained in force and effect, shall remain and may be maintained in force and effect under their respective terms and conditions in the same manner as though there had been production or operations under said lease or contract and the same had ceased on the date of the termination of this Agreement.

ALLOCATION OF PRODUCTION:

5.

For the purpose of computing the share of production of the pooled mineral to which each interest owner shall be entitled from the pooled unit, there shall be allocated to each tract committed to said unit that pro rata portion of the pooled mineral produced from the pooled unit which the number of surface acres covered by each such tract and included in the unit bears to the total number of surface acres included in said unit, and the share of production to which each interest owner is entitled shall be computed on the basis of such owner's interest in the production so allocated to each tract.

TAKING ROYALTY IN KIND:

6.

Notwithstanding anything contained herein to the contrary, the State may, at its option, upon not less than sixty (60) days notice to Lessee, require that payment of all or any royalties accruing to the State under this pooling or unitization agreement be made in kind, without deduction for the cost of producing, gathering, storing, separating, treating, dehydrating, compressing, processing, transporting and otherwise making the oil, gas and other products produced hereunder ready for sale or use.

EFFECTIVE DATE:

7.

Upon execution by the Commissioner of the General Land Office of the State of Texas this Agreement shall become effective as of March 7, 2017.

TERM:

8.

This Agreement shall remain in effect so long as the pooled mineral is being produced from said unit, or so long as all leases included in the pooled unit are maintained in force by payment of delay rentals or shut-in oil or gas well royalties, by drilling or rework, or by other means, in accordance with the terms of said leases. Nothing herein shall amend or modify Section 52.031 of the Natural Resources Code, or any of the provisions thereof, which are contained in any State lease, covered by this Agreement.

SPECIAL TERMS AND CONDITIONS:

9.

Notwithstanding anything contained herein to the contrary, this Agreement is subject to the terms and conditions of the attached Addendum "A".



STATE LAND:

Insofar as the royalty interest of the State of Texas in and under any State tract committed to the unit is concerned, this Agreement is entered into, made and executed by the undersigned Commissioner of the General Land Office by virtue of the authority and pursuant to the provisions of Subchapter E, Chapter 52, of the Natural Resources Code, authorizing the same, after the prerequisites, findings and approval hereof, as provided in said Code having been duly considered, made and obtained.

DISSOLUTION:

The unit covered by this Agreement may be dissolved by Lessee, his heirs, successors or assigns, by an instrument filed for record in Reeves County, Texas, and a certified copy thereof filed in the General Land Office at any time after the cessation of production on said unit or the completion of a dry hole thereon prior to production or upon such other date as may be approved by the School Land Board and mutually agreed to by the undersigned parties, their successors or assigns.

RATIFICATION/WAIVER:

12

Nothing in this Agreement, nor the approval of this Agreement by the School Land Board, nor the execution of this Agreement by the Commissioner shall: (1) operate as a ratification or revivor of any State lease that has expired, terminated, or has been released in whole or in part or terminated under the terms of such State lease or the laws terminated, or has been released in whole or in part or terminated under the terms of such State lease or the laws applicable thereto; (2) constitute a waiver or release of any claim for money, oil, gas or other hydrocarbons, or other thing due to the State by reason of the existence or failure of such lease; (3) constitute a waiver or release of any claim by the State that such lease is void or voidable for any reason, including, without limitation, violations of the laws of the State with respect to such lease or failure of consideration; (4) constitute a confirmation or recognition of any boundary or acreage of any tract or parcel of land in which the State has or claims an interest; or (5) constitute a ratification of, or a waiver or release of any claim by the State with respect to any violation of a statute, regulation, or any of the common laws of this State, or any breach of any contract, duty, or other obligation owed to the State.

COUNTERPARTS:

This Agreement may be executed in counterparts and if so executed shall be valid, binding and have the same effect as if all the parties hereto actually joined in and executed one and the same document. For recording purposes and in the event counterparts of this Agreement are executed, the executed pages, together with the pages necessary to show acknowledgments, may be combined with the other pages of this Agreement so as to form what shall be deemed and treated as a single original instrument showing execution by all parties hereto.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement upon the respective dates indicated below.

STATE OF TEXAS

Legal Content Geology Executive

By: George P. Bush, Commissioner of the General Land Office

Date Executed May 2, 2017

ATLANTIC RESOURCES COMPANY, LLC

CERTIFICATE

I, Stephanie Crenshaw, Secretary of the School Land Board of the State of Texas, do hereby certify that at a meeting of the School Land Board duly held on the 7th day of March, 2017, the foregoing instrument was presented to and approved by said Board under the provisions of Subchapter E, Chapter 52, of the Natural Resources Code, all of which is set forth in the Minutes of the Board of which I am custodian IN TESTIMONY WHEREOF, witness my hand this the day of . , 2017.
Secretion of the School Land Board
COUNTY OF JULIAS
This instrument was acknowledged before me on May 2, , 2017, by Will Changers as Pusided of Atlantic Resources Company, LLC, a Delaware limited liability company, on behalf of said company.
MARY QUINTANA My Notary ID # 4103302 Expires January 9, 2021

Addendum "A"

To that certain Pooling Agreement for the State Gateway 37-48 Unit

The parties hereby agree that should a conflict exist between this Addendum and the body of the agreement that this Addendum shall prevail.

The pooled unit shall consist of all of the lands herein described in the attached Exhibit "B" and depicted in the attached plat as Exhibit "C". Lessee agrees to drill a minimum of four (4) horizontal wells within the unit with laterals that extend extensively into both Sections included in the unit, provided however that, should Lessee fail to meet the "Drilling Obligation Timeframe", as specifically defined below, then such unit shall remain in full force and effect as to any and all wells drilled upon the unit acreage, but shall shrink down to allow for a maximum size of 320 acres per well drilled in the unit, as close as is reasonably practicable to the shape of a rectangle surrounding the well or wells. In the event that Lessee choses to drill wells ahead of the Drilling Obligation Timeframe detailed below, then Lessee shall not be penalized for doing so and shall still conserve the benefit of the Drilling Obligation Timeframe described below.

Drilling Obligation Timeframe:

Lessee shall have commenced actual Drilling Operations in the following manner:

First well – spud on or before July 1, 2017;

Second, Third and Fourth wells - spud on or before July 15, 2020.

Once actual drilling operations have been commenced on a particular well, Lessee shall continue drilling and completion operations thereafter on such well with due diligence, as a reasonable prudent operator would under the same or similar circumstances.

In the event Lessee commences actual drilling operations on all four (4) wells committed to be drilled hereunder as provided above and such wells are thereafter completed as wells being capable of producing oil or gas in paying quantities, the parties hereby agree that the pooled unit shall remain in the original, unaltered size and shape as described in Exhibit "B" and depicted in Exhibit "C", in accordance with paragraph eight (8) of this Agreement.

End of Addendum "A"



EXHIBIT "A" STATE GATEWAY 37-48 UNIT GLO UNIT 8316 REEVES COUNTY, TEXAS

Tract 1

Lease 1:

Mineral File: 117612 Date: July 15, 2015

Recorded: Volume 1202, Page 403, Official Public Records of Reeves County, Texas Lessor: The State of Texas, acting by and through its agent, Lowe Royalty Partners, LP

Lessee: Endurance Resources Holdings II, LLC Current Lessee: Atlantic Resources II Interests LLC

Legal Description: The West one-half (W/2) of Section 37, Block 53, PSL Survey, Reeves County, Texas

Tract 2

Lease 2:

Mineral File: 111869A Date: September 1, 2010

Recorded: Volume 882, Page 625, Official Public Records of Reeves County, Texas Lessor: The State of Texas, acting by and through its agent, Pamela Parker Clifton

Lessee: Legend Natural Gas IV, LP

Current Lessee: Atlantic Resources II Interests LLC

Legal Description: The North one-half (N/2), Southeast Quarter (SE/4) and East one-half of the Southwest

Quarter (E/2 SW/4) of Section 48, Block 53, PSL Survey, Reeves County, Texas

Lease 3:

Mineral File: 111869B Date: September 1, 2010

Recorded: Volume 882, Page 605, Official Public Records of Reeves County, Texas Lessor: The State of Texas, acting by and through its agent, J. Loyd Parker, III

Lessee: Legend Natural Gas IV, LP

Current Lessee: Atlantic Resources II Interests LLC

Legal Description: The North one-half (N/2), Southeast Quarter (SE/4) and East one-half of the Southwest

Quarter (E/2 SW/4) of Section 48, Block 53, PSL Survey, Reeves County, Texas

Lease 4:

Mineral File: 111869C Date: September 1, 2010

Recorded: Volume 882, Page 645, Official Public Records of Reeves County, Texas Lessor: The State of Texas, acting by and through its agent, James Beasley Young, III

Lessee: Legend Natural Gas IV, LP

Current Lessee: Atlantic Resources II Interests LLC

Legal Description: The North one-half (N/2), Southeast Quarter (SE/4) and East one-half of the Southwest

Ouarter (E/2 SW/4) of Section 48, Block 53, PSL Survey, Reeves County, Texas



Lease 5:

Mineral File: 111869D Date: September 1, 2010

Recorded: Volume 882, Page 655, Official Public Records of Reeves County, Texas Lessor: The State of Texas, acting by and through its agent, Robbin Lee Young

Lessee: Legend Natural Gas IV, LP

Current Lessee: Atlantic Resources II Interests LLC

Legal Description: The North one-half (N/2), Southeast Quarter (SE/4) and East one-half of the Southwest

Quarter (E/2 SW/4) of Section 48, Block 53, PSL Survey, Reeves County, Texas

Lease 6:

Mineral File: 111869E Date: September 1, 2010

Recorded: Volume 882, Page 615, Official Public Records of Reeves County, Texas Lessor: The State of Texas, acting by and through its agent, Allison Renee Parker

Lessee: Legend Natural Gas IV, LP

Current Lessee: Atlantic Resources II Interests LLC

Legal Description: The North one-half (N/2), Southeast Quarter (SE/4) and East one-half of the Southwest

Quarter (E/2 SW/4) of Section 48, Block 53, PSL Survey, Reeves County, Texas

Lease 7:

Mineral File: 111869F Date: September 1, 2010

Recorded: Volume 882, Page 635, Official Public Records of Reeves County, Texas Lessor: The State of Texas, acting by and through its agent, Michelle E. Jordan

Lessee: Legend Natural Gas IV, LP

Current Lessee: Atlantic Resources II Interests LLC

Legal Description: The North one-half (N/2), Southeast Quarter (SE/4) and East one-half of the Southwest

Quarter (E/2 SW/4) of Section 48, Block 53, PSL Survey, Reeves County, Texas

Lease 8:

Mineral File: 111869G Date: September 1, 2010

Recorded: Volume 882, Page 595, Official Public Records of Reeves County, Texas Lessor: The State of Texas, acting by and through its agent, McCamey Farm & Ranch, L.P.

Lessee: Legend Natural Gas IV, LP

Current Lessee: Atlantic Resources II Interests LLC

Legal Description: The North one-half (N/2), Southeast Quarter (SE/4) and East one-half of the Southwest

Quarter (E/2 SW/4) of Section 48, Block 53, PSL Survey, Reeves County, Texas

Tract 3

Lease 9:

Mineral File: 114473A Date: May 24, 2012

Recorded: Volume 951, Page 729, Official Public Records of Reeves County, Texas

Lessor: The State of Texas, acting by and through its agent, Lynn S. Swigart

Lessee: Petrohawk Properties, LP

Current Lessee: Atlantic Resources II Interests LLC

Legal Description: The West one-half of the Southwest Quarter (W/2 SW/4) of Section 48, Block 53, A-

3628, PSL Survey, Reeves County, Texas



Lease 10:

Mineral File: 114473B Date: May 24, 2012

Recorded: Volume 951, Page 736, Official Public Records of Reeves County, Texas

Lessor: The State of Texas, acting by and through it agent, Kara L. Keyzer, Craig S. French, Nicole Perry,

Janet Parkhurst, Zachary Niewold, and Jacob Niewold

Lessee: Petrohawk Properties, LP

Current Lessee: Atlantic Resources II Interests LLC

Legal Description: The West one-half of the Southwest Quarter (W/2 SW/4) of Section 48, Block 53, A-

3628, PSL Survey, Reeves County, Texas

Lease 11:

Mineral File: 114473C Date: May 24, 2012

Recorded: Volume 951, Page 746, Official Public Records of Reeves County, Texas

Lessor: The State of Texas, acting by and through it agent, Max Stapleton, Agent and Attorney-in-Fact for

Christina C. Stapleton

Lessee: Petrohawk Properties, LP

Current Lessee: Atlantic Resources II Interests LLC

Legal Description: The West one-half of the Southwest Quarter (W/2 SW/4) of Section 48, Block 53, A-

3628, PSL Survey, Reeves County, Texas

Lease 12:

Mineral File: 114473D Date: May 24, 2012

Recorded: Volume 951, Page 763, Official Public Records of Reeves County, Texas

Lessor: The State of Texas, acting by and through it agent, Alan R. Zeman

Lessee: Petrohawk Properties, LP

Current Lessee: Atlantic Resources II Interests LLC

Legal Description: The West one-half of the Southwest Quarter (W/2 SW/4) of Section 48, Block 53, A-

3628, PSL Survey, Reeves County, Texas

Lease 13:

Mineral File: 114473E Date: May 24, 2012

Recorded: Volume 951, Page 755, Official Public Records of Reeves County, Texas Lessor: The State of Texas, acting by and through it agent, Billie Nell Eastland

Lessee: Petrohawk Properties, LP

Current Lessee: Atlantic Resources II Interests LLC

Legal Description: The West one-half of the Southwest Quarter (W/2 SW/4) of Section 48, Block 53, A-

3628, PSL Survey, Reeves County, Texas

Lease 14:

Mineral File: 114473F Date: May 24, 2012

Recorded: Volume 955, Page 225, Official Public Records of Reeves County, Texas

Lessor: The State of Texas, acting by and through it agent, William Milton Bevill and Whitney Ross Bevill

Lessee: Petrohawk Properties, LP

Current Lessee: Atlantic Resources II Interests LLC

Legal Description: The West one-half of the Southwest Quarter (W/2 SW/4) of Section 48, Block 53, A-

3628, PSL Survey, Reeves County, Texas

Lease 15:

Mineral File: 114473G Date: May 24, 2012

Recorded: Volume 955, Page 181, Official Public Records of Reeves County, Texas

Lessor: The State of Texas, acting by and through it agent, Worth F. Ross

Lessee: Petrohawk Properties, LP

Current Lessee: Atlantic Resources II Interests LLC

Legal Description: The West one-half of the Southwest Quarter (W/2 SW/4) of Section 48, Block 53, A-

3628, PSL Survey, Reeves County, Texas

Lease 16:

Mineral File: 114473H Date: May 24, 2012

Recorded: Volume 955, Page 190, Official Public Records of Reeves County, Texas

Lessor: The State of Texas, acting by and through it agent, Ross A. Gilson and Jeffrey F. Gilson

Lessee: Petrohawk Properties, LP

Current Lessee: Atlantic Resources II Interests LLC

Legal Description: The West one-half of the Southwest Quarter (W/2 SW/4) of Section 48, Block 53, A-

3628, PSL Survey, Reeves County, Texas

Lease 17:

Mineral File: 114473I Date: May 24, 2012

Recorded: Volume 955, Page 207, Official Public Records of Reeves County, Texas

Lessor: The State of Texas, acting by and through it agent, Ronald David Coody and Joe Hardin Coody, Sr.

Lessee: Petrohawk Properties, LP

Current Lessee: Atlantic Resources II Interests LLC

Legal Description: The West one-half of the Southwest Quarter (W/2 SW/4) of Section 48, Block 53, A-

3628, PSL Survey, Reeves County, Texas

Lease 18:

Mineral File: 114473J Date: May 24, 2012

Recorded: Volume 955, Page 216, Official Public Records of Reeves County, Texas

Lessor: The State of Texas, acting by and through it agent, Rachel Morton Nixon and Adam B. Morton

Lessee: Petrohawk Properties, LP

Current Lessee: Atlantic Resources II Interests LLC

Legal Description: The West one-half of the Southwest Quarter (W/2 SW/4) of Section 48, Block 53, A-

3628, PSL Survey, Reeves County, Texas

Lease 19:

Mineral File: 114473K Date: May 24, 2012

Recorded: Volume 956, Page 404, Official Public Records of Reeves County, Texas

Lessor: The State of Texas, acting by and through it agent, Barbara Elizabeth Johnson Dodson, formally

known as Barbara Elizabeth Johnson Harris

Lessee: Petrohawk Properties, LP

Current Lessee: Atlantic Resources II Interests LLC

Legal Description: The West one-half of the Southwest Quarter (W/2 SW/4) of Section 48, Block 53, A-



3628, PSL Survey, Reeves County, Texas

Lease 20:

Mineral File: 114473L Date: May 24, 2012

Recorded: Volume 956, Page 396, Official Public Records of Reeves County, Texas

Lessor: The State of Texas, acting by and through it agent, George M. Cross

Lessee: Petrohawk Properties, LP

Current Lessee: Atlantic Resources II Interests LLC

Legal Description: The West one-half of the Southwest Quarter (W/2 SW/4) of Section 48, Block 53, A-

3628, PSL Survey, Reeves County, Texas

Lease 21:

Mineral File: 114473M Date: May 24, 2012

Recorded: Volume 956, Page 388, Official Public Records of Reeves County, Texas Lessor: The State of Texas, acting by and through it agent, James G. Crawford

Lessee: Petrohawk Properties, LP

Current Lessee: Atlantic Resources II Interests LLC

Legal Description: The West one-half of the Southwest Quarter (W/2 SW/4) of Section 48, Block 53, A-

3628, PSL Survey, Reeves County, Texas

Lease 22:

Mineral File: 114473N Date: May 24, 2012

Recorded: Volume 955, Page 199, Official Public Records of Reeves County, Texas Lessor: The State of Texas, acting by and through it agent, William Kinard Crouch

Lessee: Petrohawk Properties, LP

Current Lessee: Atlantic Resources II Interests LLC

Legal Description: The West one-half of the Southwest Quarter (W/2 SW/4) of Section 48, Block 53, A-

3628, PSL Survey, Reeves County, Texas

Tract 4

Lease 23:

Mineral File: 116893 Date: July 8, 2014

Recorded: Volume 1100, Page 34, Official Public Records of Reeves County, Texas

Lessor: The State of Texas, acting by and through its agent, Marrow Harrison Interests, L.L.C., James C.

Marrow, Manager

Lessee: The Bellomy Group, LLC, a Texas Limited Liability Company

Current Lessee: Atlantic Resources II Interests LLC

Legal Description: The East one-half (E/2) of Section 37, Block 56, PSL Survey, Reeves County, Texas



EXHIBIT "B" STATE GATEWAY 37-48 UNIT GLO UNIT 8316 REEVES COUNTY, TEXAS

<u>Tract 1</u>: 320 acres of land, more or less, being all of the West one-half (W/2) of Section 37, Block 53, PSL Survey, A-5968, J.R. Meeker, Reeves County, Texas

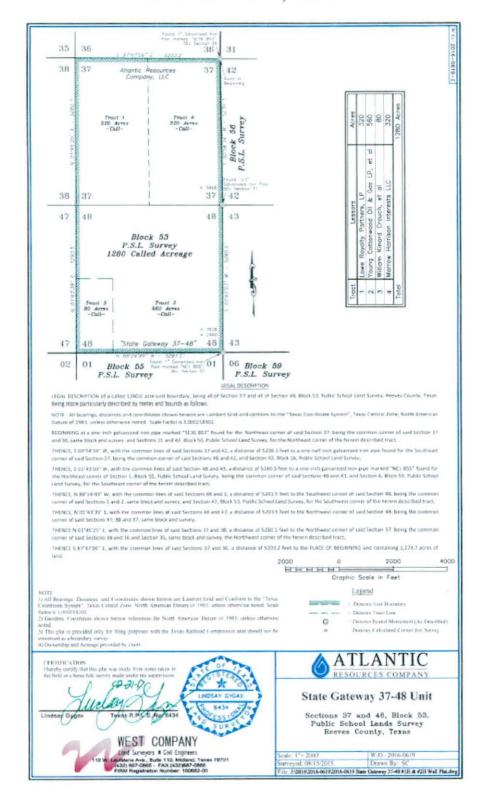
<u>Tract 2</u>: 560 acres of land, more or less, being all of the North one-half (N/2), the Southeast Quarter (SE/4) and the East one-half of the Southwest Quarter (E/2 of SW/4) of Section 48, Block 53, PSL Survey, A-2980, W.M. Hopper, Reeves County, Texas

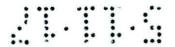
<u>Tract 3</u>: 80.00 acres of land, more or less, being all of the West one-half of the Southwest Quarter (W/2 of SW/4) of Section 48, Block 53, PSL Survey, A-3628, V.C. Swigart, Reeves County, Texas

<u>Tract 4</u>: 320 acres of land, more or less, being all of the East one-half (E/2) of Section 37, Block 53, PSL Survey, A-5043, L.L. Ford, Reeves County, Texas



EXHIBIT "C" STATE GATEWAY 37-48 UNIT GLO UNIT 8316 REEVES COUNTY, TEXAS





File No M-	111869
Pooling Ay	int. Packet \$316
State Outew	
Date Filed:	5/16/17
George P. B	ush, Commissioner

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TEXAS GENERAL LAND OFFICE

GEORGE P. BUSH, COMMISSIONER

September 7, 2017

Mary Quintana, Sr. Lease/Div Order Analyst Atlantic Resources Company, LLC 300 North Marienfeld, Ste 600 Midland, Texas 79701

RE: Assignment ID 10374 - MF111869 et al

Culberson & Reeves County

Dear Ms. Quintana:

The General Land Office received the following instrument and has filed it in the appropriate files.

Assignment and Bill of Sale, effective March 1, 2017, from Atlantic Resources II Interests LLC, Assignor to North Reeves Development LLC, Assignee. Filed for record under Doc #0003563 & Doc # 17-05953.

Filing fees in the amount of \$2,525.00 were received on the referenced assignment. See attached Exhibit "A" for complete list of leases.

Please feel free to contact me at (512) 463-5407 or email <u>carl.bonn@glo.texas.gov</u> if you have further questions.

Best regards,

Carl Bonn, CPL

Mineral Leasing – Energy Resources

Exhibit "A"

Assign ID # 10374

MF#

Culberson & Reeves County

111869 A thru G

112396

112451

112452

112682 A thru I

113664

114473 A thru N

116869 A thru E

116893

116960

117019 A thru D

117020 ABC

117021 (A&B Released)

117082 A (Released)

117084 A (Pending)

117085 A

117086 A&B

117087 A&B

117088 A thru D

117183 A thru J

117196 A thru D

117344 A, B (C-Released) D

117347 A thru D

117348 A, B (C-Released) D, E



PO Box 3759 Midland, TX 79702 300 North Marienfeld, Suite 600 Midland, Texas 79701

P 432.683.3272 F 432.683.3244

April 20, 2017

ID 10374

VIA CERTIFIED MAIL -7011-3500-0002-4955-9469

Texas General Land Office Mineral Leasing Division Attn: Mr. Carl Bonn 1700 N. Congress Avenue Room 600 Austin, TX 78701-1495

RE:

Assignment, Bill of Sale

Atlantic Resources II Interest LLC to North Reeves Development LLC

Reeves County, Texas

Dear Mr. Bonn:

Pursuant to the requirements set forth by Statute and in the State Surveyed School Land Lease Form Revised September 1997, please find enclosed a certified copy of that certain:

Assignment, Bill of Sale between Atlantic Resources II Interest LLC, as "Assignor" to North Reeves Development LLC, as "Assignee", effective March 1, 2017, filed of record on April 10, 2017, recorded as Instrument Number 17-05953 of the Official Public Records of Reeves County, Texas. This Assignment was also filed of record as Doc. No. 03563 on April 10, 2017, in Culberson County, Texas and recorded in Volume 27, Page 292, covering those certain Oil and Gas Lease listed on the Assignment Summary with additional attachment.

Also enclosed is check No. 7036 in the amount of \$2,525.00 for Assignment Fee's at \$25.00 per State Lease. Please let me know if you require further information by contacting me at mquintana@arcoperating.com.

Sincerely,

Atlantic Resources Company, LLC

Mary Quintana

Sr. Lease/Division Order Analyst

/mq

Enclosure

Atlantic Resources II Interests LLC - P.O. Box 3759 - Midland, TX 79702

To: Texas General Land Office 1700 N. Congress Avenue Austin, TX 78701

Vendor Code **TEX160**

Check Date 04/20/2017 Check Amount \$2,525.00

007036 Check Number 1075-7036

Invoice #	Invoice Amt
04/19/2017	2,525.00
Assignment Summary	

1777777

Mail to: Texas General Land Office

Texas General Land Office

Attn: Energy Resources

ASSIGNMENT SUMMARY For General Land Office Use Only

P.O. 12873									
Austin, Tex	as 78711-2873								
	ΓΥΡΕ: (mark one): Assignment De	eed of Trust	Merger/Name			NT FEE: \$25 per State BEING CONVEYED: (5 after 90 days)	
	RECORDING INFO		N: (Include all the co	ounties	Vorking Inter	rest: Overriding Ro	valty Interest: O	ther (explain):	
County	File No.	Page	Execution Date/Effe	ective Date R	emarks:				
Reeves	17-05953		April 4 2017/Mai	r. 01, 2017					
Culberson	003563	292	April 4 2017/Mai	r. 01, 2017					
				_					
who are transferri	FROM or individuals listed in the gownership interests, in the leases shown below	n whole or in		TO s or individuals listed in g ownership interests in below			% GROSS WI TRANSFERRED BY ASSIGNOR	% GROSS WI RETAINED BY ASSIGNOR	
Atlantic Resourc	ces II Interests LLC		North Reeves	Development LL	С	100%	20%	80%	
	Hali-parties								
Attach additional	pages as needed. ERED BY THIS TR	ANCEED.							
State Lease #	COUNTY	BLOCK	SECTION	PART OF SECT	TION	DEP	TH RESTRICTION		
1.	See Attachment	24							
2.									
3.									
4.									
May Ouintan	Zuintana	۷	Sr. Lease/Division Title 4/20/1	•		Atlantic Resources Holdin Company Name	ng Co., LLC		
Name (please print)			Date			Mailing Address			
*	arcoperating .C	o	1 am an authorize lessee(s) under th identified herein d	d representative of the State of Texas lease and represent and cer the General Land Of	ie s tify to the	P.O. Box 3759			
Telephone Number				provided on this form		Midland, Texas 79702 City/State/Zip			

Leeves

State Lease No.	County	Block	Section	Part of Section	Depth Restriction	LESSOR IN ASSIGNMENT
MF-117877	7877 Reeves 53 28 W/2 All Depths State of Texas		State of Texas			
WF-112682-I	Reeves	56	30	NW/4 & E/2 SE/4 & SW/4 SE/4; NE/4; SW/4 & NW/SE/4	All Depths	State of Texas, Towana Spivey, ET AL, Agent
MF-112682-F	Reeves	56	30	NW/4 & E/2 SE/4 & SW/4 SE/4; NE/4; SW/4 & NW/SE/4	All Depths	State of Texas, Weetona Stanley, Agent
A1						State of Texas, Sandra Kornegay Metcalf, a/k/a Heartsill Sandra Kornegay
MF-113664	Reeves	53	23	NW/4	All Depths	Metcalf, Agent
MF-117878	Reeves	53	33	All	All Depths	State of Texas
MF-118107	Reeves	53	40	All	All Depths	State of Texas
MF-117884	Reeves	53	39	All	All Depths	State of Texas
MF-117612	Reeves	53	35, 28 & 27	S/2 & NE/4; E/2; W/2	All Depths	State of Texas, Lowe Royalty Partners, L.P., Agent
MF-112396	Reeves	56	32	All	All Depths	State of Texas, Dela Minerals, Inc Agent
MF-112451	Reeves	53	23	S/2 & NE/4	All Depths	State of Texas
MF-112452	Reeves	53	26	All	All Depths	State of Texas
MF-114473-D	Reeves	53	48	W/2 & SW/4	All Depths	State of Texas, Alan R. Zeman, Agent & Alan R. Zeman Et Al, Agent
MF-114473-H	Reeves	53	48	W/2 & SW/4	All Depths	State of Texas, Ross A. Gilson Et Al, Agent
MF-114473-K	Reeves	53	48	W/2 & SW/4	All Depths	State of Texas, Barbara Elizabeth Johnson Dodson, Agent
MF-114473-E	Reeves	53	48	W/2 & SW/4	All Depths	State of Texas, Billie Nell Eastland, Agent
MF-114473-L	Reeves	53	48	W/2 & SW/4	All Depths	State of Texas, George M. Cross, Agent
MF-114473-M	Reeves	53	48	W/2 & SW/4	All Depths	State of Texas, James G. Crawford, Agent
MF-114473-B	Reeves	53	48	W/2 & SW/4	All Depths	State of Texas, Kara L. Keyzer Et Al, Agent
MF-114473-A	Reeves	53	48	W/2 & SW/4	All Depths	State of Texas, Lynn S. Swigart, Agent
MF-114473-C	Reeves	53	48	W/2 & SW/4	All Depths	State of Texas, Max Stapleton, Agent, and AIR for Christina C. Stapleton, Age
MF-114473-J	Reeves	53	48	W/2 & SW/4	All Depths	State of Texas, Rachel Morton Nixon ET AI, Agent
MF-114473-I	Reeves	53	48	W/2 & SW/4	All Depths	State of Texas, Ronald David Coody Et Al, Agent

LEASES COVERED BY THIS TRANSFER

Atantic Resources II Interest LLC

MF-114473-N	Reeves	53	48	W/2 & SW/4	All Depths	State of Texas, William Kinard Crouch, Agent
MF-114473-F	Reeves	53	48	W/2 & SW/4	All Depths	State of Texas, Whitney Ross Bevill, Agent
MF-114473-G	Reeves	53	48	W/2 & SW/4	All Depths	State of Texas, Worth W. Ross Et Al, Agent
MF-111869-E	Reeves	53	22, 27, 38, 47, 34, 48 & 46	All of 22; N/2 & SW/4 Sec. 27; All Sec. 38; E/2 of SE/4 Sec. 47; N/2 and SW/4 and W/2 of SE/4, Sec. 47; All Sec. 34; All Sec. 48 and 46	All Depths	State of Texas, Allison Renee Parker, Agent
MF-112682-E	Reeves	56	30	NW/4 & E/2 SE/4 & SW/4 SE/4; NE/4; SW/4 & NW/4 SE/4	All Depths	State of Texas, Tim Wilson Et Al, Agent
MF-112682-H	Reeves	56	30	NW/4 & E/2 SE/4 & SW/4 SE/4; NE/4; SW/4 & NW/4 SE/4	All Depths	State of Texas, Donna Spivey, widown of Dustin Spivey, Agent
			22, 27, 38, 47, 34, 48 &			
MF-111869-B	Reeves	53	46	46	All Depths	State of Texas, J. Loyd Parker, III, Agent,

MF-112682-A	Reeves	56	30	NW/4 & E/2 SE/4 & SW/4 SE/4; NE/4; SW/4 & NW/4 SE/4	All Depths	State of Texas, Janis Dee Bourland Helmey, Agent
MF-112682-D	Reeves	56	30	NW/4 & E/2 SE/4 & SW/4 SE/4; NE/4; SW/4 & NW/4 SE/4	All Depths	State of Texas, Jeffrey Allan Wilson, Agent
MF-112682-C	Reeves	56	30	NW/4 & E/2 SE/4 & SW/4 SE/4; NE/4; SW/4 & NW/4 SE/4	All Depths	State of Texas, Lewis Keith Lynn, Agent
MF-111869-C	Reeves	53	22, 27, 38, 47, 34, 48 & 46	All of 22; N/2 & SW/4 Sec. 27; All Sec. 38; E/2 of SE/4 Sec. 47; N/2 and SW/4 and W/2 of SE/4, Sec. 47; All Sec. 34;	All Depths	State of Texas, James Beasley Young, III, Agent
MF-112682-G	Reeves	56	30	NW/4 & E/2 SE/4 & SW/4 SE/4; NE/4; SW/4 & NW/4 SE/4	All Depths	State of Texas, Mary Huebsch, Agent
MF-112682-B	Reeves	56	30	NW/4 & E/2 SE/4 & SW/4 SE/4; NE/4; SW/4 & NW/4 SE/4	All Depths	State of Texas, Michael Lynn Bourland, Agent

MF-112682-E	Reeves	56	30	NW/4 & E/2 SE/4 & SW/4 SE/4; NE/4; SW/4 & NW/4 SE/4	All Depths	State of Texas, Tim Wilson, Agent
MF-111869-G	Reeves	53	22, 27, 38, 47, 34, 48 & 46	All of 22; N/2 & SW/4 Sec. 27; All Sec. 38; E/2 of SE/4 Sec. 47; N/2 and SW/4 and W/2 of SE/4, Sec. 47; All Sec. 34;	All Depths	State of Texas, McCamey Farm & Ranch, L.P., Agent
MF-111869-F	Reeves	53	22, 27, 38, 47, 34, 48 & 46	All of 22; N/2 & SW/4 Sec. 27; All Sec. 38; E/2 of SE/4 Sec. 47; N/2 and SW/4 and W/2 of SE/4, Sec. 47; All Sec. 34; All Sec. 48 and 46	All Depths	State of Texas, Michelle E. Jordan, Agent
MF-111869-A	Reeves	53	22, 27, 38, 47, 34, 48 & 46	All of 22; N/2 & SW/4 Sec. 27; All Sec. 38; E/2 of SE/4 Sec. 47; N/2 and SW/4 and W/2 of SE/4, Sec. 47; All Sec. 34; All Sec. 48 and 46	All Depths	State of Texas, Pamela Parker Clifton, Agent

					rediffer it	esources if interest LLC
MF-111869-D	Reeves	53	22, 27, 38, 47, 34, 48 & 46	All of 22; N/2 & SW/4 Sec. 27; All Sec. 38; E/2 of SE/4 Sec. 47; N/2 and SW/4 and W/2 of SE/4, Sec. 47; All Sec. 34; All Sec. 48 and	All Depths	State of Texas, Robbin Lee Young, Agent
WII 111003 D	Necves	- 33	40	East 100 acres of	All Deptils	State of Texas, Nobbili Lee Tourig, Agent
MF-117344-C	Reeves	59	1	the SE/4	All Depths	State of Texas, Blake Oil and Gas Corporation, Agent
				East 100 acres of		
MF-117344-D	Reeves	59	1	the SE/4	All Depths	State of Texas, Judson Operations Ltd., Agent
				East 100 acres of		
MF-117344-A	Reeves	59	1	the SE/4	All Depths	State of Texas, LAJ Corporation, Agent
				East 100 acres of		
MF-117344-B	Reeves	59	1	the SE/4	All Depths	State of Texas, Sigmar Inc., Agent
MF-117183-C	Reeves	59	1	SE/4	All Depths	State of Texas, Beverly Marshio, Agent
MF-117183-E	Reeves	59	1	SE/4	All Depths	State of Texas, Charlene Welch, Agent
MF-117183-J	Reeves	59	1	SE/4	All Depths	State of Texas, Charles E. George, Agent
MF-117183-I	Reeves	59	1	SE/4	All Depths	State of Texas, Clyde A. George, Agent
MF-117183-F	Reeves	59	1	SE/4	All Depths	State of Texas, Cynthia Lynn Wilson, Agent
MF-117183-A	Reeves	59	1	SE/4	All Depths	State of Texas, James R. George Jr. Et Al, Agent
MF-117183-D	Reeves	59	1	SE/4	All Depths	State of Texas, Janet Lenay Bexley, Agent
MF-117183-B	Reeves	59	1	SE/4	All Depths	State of Texas, Rise Amburey Fultz, Agent
MF-117183-H	Reeves	59	1	SE/4	All Depths	State of Texas, Robert J. George, Agent
MF-117183-G	Reeves	59	1	SE/4	All Depths	State of Texas, Vivie Ann Dodd, Agent
MF-116869-D	Reeves	59	9	All	All Depths	State of Texas, Coates Energy Interest Ltd, Agent
MF-116869-E	Reeves	59	9	All	All Depths	State of Texas, Coates Energy Trust, Agent
MF-116869-C	Reeves	59	9	All	All Depths	State of Texas, Mary Jane McGary, Agent
MF-116869-B	Reeves	59	9	All	All Depths	State of Texas, McGary Family Trust Et AL, Agent
MF-116869-A	Reeves	59	9	All	All Depths	State of Texas, McGary Living Trust Et AL , Agent

MF-117196-C	Reeves	59	12 & 13	W/2 SE/4 Sec. 12 & W/2 NW Sec. 13	All Depths	State of Texas, Abigail Grilley Gutierrez, Agent
MF-117348-C	Reeves	59	12	E/2 NE/4	All Depths	State of Texas, Blake Oil and Gas Corporation, Agent
MF-117348-E	Reeves	59	12 & 13	W/2 SE/4 Sec. 12 & W/2 NW Sec. 13	All Depths	State of Texas, Elicia Grilley Green, Agent
MF-117088-C	Reeves	59	12 & 13	W/2 SE/4 Sec. 12 & W/2 NW Sec. 13	All Depths	State of Texas, Glenn M. Stevenson Et Al, Agent
MF-117348-D	Reeves	59	12	E/2 NE/4	All Depths	State of Texas, Judson Operations Ltd., Agent
MF-118300 🗳	Reeves	59	2	W/2 NW/4	All Depths	State of Texas, Kenneth W. Parker, Agent 7.
MF-117348-A	Reeves	59	12	E/2 NE/4	All Depths	State of Texas, LAJ Corporation, Agent
MF-117196-D	Reeves	59	12	W/2 SE/4	All Depths	State of Texas, Lauren Grilley, Agent
MF-117196-B	Reeves	59	12	W/2 SE/4	All Depths	State of Texas, Linda L. Grilley, Agent
MF-117088-A	Reeves	59	12	E/2 SE/4 Sec. 12 & E/2 NW/4, Sec. 13	All Depths	State of Texas, Midland AOG Partners, Ltd., Agent
MF-117086-A	Reeves	59	12	South 60 Acres of E/2 NW/4	All Depths	State of Texas, Paul J. Harvey Oden, Agent
MF-117348-B	Reeves	59	12	E/2 NE/4	All Depths	State of Texas, Sigmar Inc , Agent
MF-117088-D	Reeves	59	12	E/2 SE/4 & W/2 NE/4	All Depths	State of Texas, Wade P. Koehl, Agent
MF-117086-B	Reeves	59	12	South 60 Acres of E/2 NW/4	All Depths	State of Texas, Walking O, Agent
MF-117347-C	Reeves	59	13	E/2 NE/4; & E/2 SW/4	All Depths	State of Texas, Blake Oil and Gas Corporation, Agent
MF-117088-B	Reeves	59	12	E/2 SE/4 & W/2 NE/4	All Depths	State of Texas, Coalson Rev. Trust of 1994, Agent
MF-117088-C	Reeves	59	12	E/2 SE/4 & W/2 NE/4	All Depths	State of Texas, Glenn M. Stevenson Et Al, Agent
MF-117347-D	Reeves	59	13	E/2 NE/4 & E/2 SW/4	All Depths	State of Texas, Judson Operations Ltd., Agent

				E/2 NE/4 and E/2			
MF-117347-A	Reeves	59	13	SW/4	All Depths	State of Texas, LAJ Corporation, Agent	
MF-117196-B	Reeves	59	12 & 13	W/2 SE/4 Sec. 12; W/2 NW/4 Sec. 13	All Depths	State of Texas, Linda L. Grilley, Agent	
、へいりし・ト 人 MF-171196-A	Reeves	59	12 & 13	W/2 SE/4 Sec. 12; W/2 NW/4 Sec. 13	All Depths	State of Texas, Osado Properties, Ltd., Agent	
MF-117087-A	Reeves	59	13	E/2 SE/4	All Depths	State of Texas, Paul J. Harvey Oden, Agent	
MF-117347-B	Reeves	59	13	E/2 NE/4; E/2 SW/4	All Depths	State of Texas, Sigmar Inc., Agent	
MF-117087-B	Reeves	59	13	E/2 SE/4	All Depths	State of Texas, Walking O LP, Agent	
MF-116960	Reeves	59	14	W/2 SW/4; & W/2 SE/4	All Depths	State of Texas, Jeanne Bailey, Agent	
MF-117020-A	Reeves	59	15	SE/4	All Depths	State of Texas, Camellia Land Inc., Agent	
MF-117019-C	Reeves	59	15	N/2 SW/4 & SE/4 SW/4	All Depths	State of Texas, Cindy Seybert Rinehart, Agent	
MF-117020- B	Reeves	59	15	SE/4	All Depths	State of Texas, Leslie Fore, Agent	
MF-117019-B	Reeves	59	15	N/2 SW/4 & SE/4 SW/4	All Depths	State of Texas, Linda Iirene Lewis, Agent	
MF-117019-A	Reeves	59	15	N/2 SW/4 & SE/4 SW/4	All Depths	State of Texas, Lowry Lewis, Agent	
MF-117019-D	Reeves	59	15	N/2 SW/4 & SE/4 SW/4	All Depths	State of Texas, Mary Ann Kawaja, Agent	
MF-117020-C	Reeves	59	15	SW/4	All Depths	State of Texas, The Bellomy Group LLC, Agent	
				187.5 acres out of the NW Part and East and South Part of			
MF-117085-A	Reeves	59	29	West Part	All Depths	State of Texas, Gloria Jean Swisher, Agent	

				137.5 acres out of NW and South		
See Release Carl)	parts of the Middle 232.5		
send	Reeves	59	29	acres	All Depths	State of Texas, M. Brad Bennett Et Al, Agent
UF 11708.	2 -4 A	Lelsed 59	29	West 95 Acres of the East 195 acres of the N/2	All Depths	State of Texas, Marrow Harrison Interest, LLC, Agent
MF-117345 (26)	Reeves	59	32	NE/4 NE/4	All Depths	State of Texas, Blake Oil and Gas Corporation, Agent
MF-116893	Reeves	53	37	E/2	All Depths	State of Texas, Marrow Harrison Interest, LLC, Agent
MF-117021-B	Reeves	56	43	N/2	All Depths	State of Texas, Charles R. Wiggins, Agent
MF-117021-A	Reeves	56	43	N/2	All Depths	State of Texas, Dorr Petroleum Land Management LLC, Agent
MF-118391	Reeves	53	27	SE/4	All Depths	State of Texas
MF-118392	Reeves	53	35	NW/4	All Depths	State of Texas
MF-118393	Reeves	53	47	E/2 SE/4	All Depths	State of Texas

mm 111/

Doc# 0000003563

Culberson Co (Recorded v)

This document prepared by, and when recorded return to:

Kirkland & Ellis LLP 600 Travis Street, 33rd Floor Houston, TX 77002

Attention:

Ryan Martin 713-835-3747

Telephone: Fax:

713-835-3601

MF 111869 etal

ASSIGNMENT AND BILL OF SALE

This Assignment and Bill of Sale (this "<u>Assignment</u>") from Atlantic Resources II Interests LLC, a Delaware limited liability company with an address at 300 N. Marienfeld Street, Suite # 600, Midland, Texas 79701 (the "<u>Assignor</u>"), to North Reeves Development LLC, a Delaware limited liability company with an address at P.O. Box 845, New York, NY 10150 (the "<u>Assignee</u>") is executed on the dates set forth in the respective notary certifications below, but effective for all purposes as of 12:01 a.m. in Houston, Texas on March 1, 2017 (the "<u>Effective Date</u>").

RECITALS

WHEREAS, Assignor owns interests in and to certain oil and gas leases, units, lands, and other assets as more specifically set forth herein; and

WHEREAS, pursuant to that certain Purchase and Sale Agreement by and among Assignor and Assignee dated as of March 1, 2017 (as amended, the "Purchase Agreement"), Assignor has agreed to assign to Assignee certain undivided interests in and to the Assets (as hereinafter defined).

ASSIGNMENT

Section 1. Assignment. NOW THEREFORE, Assignor, for and in consideration of the sum of Ten Dollars (\$10) cash in hand paid and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, hereby GRANTS, BARGAINS, SELLS, AND CONVEYS, and by these presents has GRANTED, BARGAINED, SOLD, AND CONVEYED unto Assignee (1) an undivided twenty percent (20%) of Assignor's right, title, and interest in and to the assets described in paragraphs (a) through (l) and (2) all of Assignor's right, title, and interest in and to the assets described in paragraph (m) (collectively the "Assets"):

(a) the oil and gas leases, oil, gas, and mineral leases and subleases, carried interests, operating rights, and record title interests described on Exhibit A-1, and, without limiting the foregoing, all (i) rights, privileges, benefits and powers conferred upon the holder of such leases and interests with respect to the use and occupation of the lands covered thereby; (ii) royalties, overriding royalty interests, nonparticipating royalties, reversionary interests, carried

Assignment and Bill of Sale -1-



20%

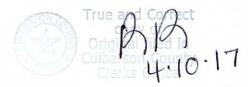
interests, options, convertible interests, net profits interests, payments out of production, contractual rights to production, farmout rights, and other similar rights, properties and interests to Hydrocarbons produced or in place and any other interests in the lands described on Exhibit A-1; and (iii) tenements, hereditaments, and appurtenances belonging to such leases and such pooled areas or units and other rights (of whatever character, whether legal or equitable, vested or contingent, and whether or not the same are expired or terminated) in and to the Hydrocarbons in, on, under, and that may be produced from, the lands described on Exhibit A-1 (such undivided twenty percent (20%) interest, collectively, the "Leases");

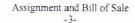
- (b) any and all Hydrocarbon, water, CO2, or injection or disposal wells located on the Leases or on lands pooled, communitized, or unitized therewith, including the interests in the wells shown on Exhibit A-2, in each case, whether producing, non-producing, permanently or temporarily plugged and abandoned, and whether or not fully described on any Exhibit A-2 (such undivided twenty percent (20%) interest, the "Wells"):
- (c) all pooled, communitized, or unitized acreage which includes all or part of any Leases, and all tenements, hereditaments, and appurtenances belonging thereto (such undivided twenty percent (20%) interest, the "Units" and, together with the Wells and Leases, the "Properties");
- (d) all currently existing contracts, agreements, and instruments pertaining to the other Assets (to the extent applicable to the other Assets), including unitization, pooling, and communitization agreements; declarations and orders; area of mutual interest agreements; farmin and farmout agreements; operating agreements; exploration agreements; joint venture agreements; participation agreements; development agreements; exchange agreements; purchase and sale agreements and other contracts in which Assignor acquired interests in any other Asset; compressor agreements; gathering agreements; agreements for the sale and purchase of Hydrocarbons from the Assets; disposal agreements; transportation agreements; and processing agreements (the "Contracts"); provided, however, that the term "Contracts" shall not include this Assignment, any document executed pursuant to this Assignment, the Leases and other instruments constituting Assignor's chain of title thereto;
- (e) all easements, surface permits, surface licenses, servitudes, rights-of-way, surface leases, and other rights to use the surface appurtenant to, and used or held for use solely in connection with, the Properties (such undivided twenty percent (20%) interest, the "Rights of Way");
- (f) all equipment, machinery, fixtures, and other tangible personal property and improvements that are located on the Properties or are used or held for use primarily in connection with the ownership or operation of the Properties or any of the other Assets or the production, treatment, storage, disposal, or transportation of Hydrocarbons or other substances thereon or therefrom (including all wellhead equipment, pumps, pumping units, Hydrocarbon measurement facilities, flowlines, gathering systems, piping, pipelines, compressors, tanks, treatment facilities, injection facilities, disposal facilities, compression facilities, and other materials, supplies, facilities and machinery) (such undivided twenty percent (20%) interest, the "Equipment");





- (g) copies of all G&G Data, to the extent copies of such G&G Data is transferable without the payment of a fee or other consideration, unless Assignee agrees in writing to pay the fee or other consideration;
- (h) all Hydrocarbons produced from, or attributable to, the Properties from and after the Effective Date; all Hydrocarbon inventories from or attributable to the Properties that are in storage on the Effective Date; and, to the extent related or attributable to the Properties, all production, plant, and transportation imbalances attributable to the Properties as of the Effective Date (provided, however, that Assignee's rights to the inventories and imbalances described in this subsection (h) shall be satisfied solely pursuant to Sections 2.3(c) and 2.3(d) of the Purchase Agreement);
- (i) all contracts of insurance and all claims, rights and interests of Assignor or any Affiliate of Assignor (A) under any policy or agreement of insurance or indemnity agreement, (B) under any bond or security instrument, or (C) to any insurance or condemnation proceeds or awards arising, in each case, (i) from acts, omissions or events, or damage to or destruction of an Asset after the Effective Date, or (ii) in connection with an Assumed Obligation;
- (j) any audit rights and rights to reimbursement with respect to all costs and revenues associated with any audit of Property Costs covering periods for which Assignee is in whole or in part responsible for the Assets, which adjustments arising from such audits are paid or received prior to the Cut-Off Date;
- (k) any refunds, claims for refunds or rights to receive refunds from any Governmental Authority with respect to Taxes that are Purchaser Taxes;
- (l) refunds relating to the overpayment of royalties by or on behalf of Assignee to any Governmental Authority, to the extent relating to royalties paid with respect to Hydrocarbon production from the Assets after the Effective Date, whether received before, on, or after the Effective Date; and
- (m) copies of all lease files and land files (including title curative documents); division order files; abstracts; title opinions; contract files; Asset Tax records; operations, environmental and accounting records; reserve reports; and well, facility and production records of Assignor; to the extent relating to the Properties, but excluding, in each case:
 - (A) all originals of the aforementioned files and records;
- (B) all corporate, financial, Tax, and legal data and records of Assignor that relate to Assignor's business generally (whether or not relating to the Assets) or to Assignor's business, operations, assets, and properties not expressly included in this Assignment;
- (C) any data, software, and records to the extent disclosure or transfer is prohibited or subjected to payment of a fee or other consideration by any license agreement or other agreement, or by applicable Law, and for which no consent to transfer has been received (provided Assignor has used commercially reasonable efforts to obtain a waiver of







such consent) and/or for which Assignee has not agreed in writing to pay the fee or other consideration, as applicable;

- (D) all legal records and legal files of Assignor, including all work product of, and attorney-client communications with, Assignor's legal counsel (other than Leases, title opinions, environmental reports, Contracts and any instruments that relate to or cover any Assumed Obligation);
- (E) data and records relating to the sale of the Assets, including communications with the advisors or representatives of Assignor or its Affiliates; and
- (F) any data and records relating to the Excluded Assets or assets and properties not expressly included in this Assignment.
 - (Clauses (A) through (F) shall hereinafter be referred to as the "<u>Excluded Records</u>" and subject to such exclusions, the data, software and records described in this <u>Section 1(m)</u> are referred to herein as the "<u>Records</u>".).

EXCEPTING AND RESERVING to Assignor, however, the Excluded Assets (as defined below).

- TO HAVE AND TO HOLD the Assets unto Assignee, its successors and assigns, forever, subject, however, to the terms and conditions of this Assignment and the Purchase Agreement.
- Section 2. <u>Excluded Assets</u>. Notwithstanding anything to the contrary in <u>Section 1</u> or anywhere else in this Assignment, the following rights and interests (collectively, the "<u>Excluded Assets</u>") are not included in the definition of Assets, and Assignor hereby expressly reserves, excepts and retains unto Assignor all of Assignor's right, title and interest in and to the following:
- (a) Eighty percent (80%) of Assignor's undivided right, title and interest in and to assets and properties described in Section 1(a) through 1(l) and any Potential Additional Leases that are not timely acquired by Assignor in accordance with Section 6.8 of the Purchase Agreement;
 - (b) the Excluded Records;
- (c) all of Assignor's seismic and micro-seismic data and information (and any interpretations thereof) as well as originals of the G & G Data of Assignor;
- (d) Assets excluded from the Purchase Agreement pursuant to Section 3.4(a), 3.7(a), 3.12 or 3.13 of the Purchase Agreement;
- (e) subject to Section 11.5 of the Purchase Agreement, to the extent that they do not relate to any Assumed Obligation for which Assignee provides indemnity hereunder, all contracts of insurance and all claims, rights and interests of Assignor or any Affiliate of Assignor (A) under any policy or agreement of insurance or indemnity agreement, (B) under any bond or





security instrument, or (C) to any insurance or condemnation proceeds or awards arising, in each case, from acts, omissions or events, or damage to or destruction of an Asset prior to the Effective Date:

- (f) all of Assignor's proprietary computer software, patents, trade secrets, copyrights, logos, trademarks, trade names, and other intellectual property;
 - (g) Assignor's interests in offices, office leases and buildings:
- (h) to the extent not used or held for use primarily in connection with the ownership or operation of the Properties, any leased equipment and other leased personal property;
- (i) all indemnity rights, rights under any Contracts and all other claims of Assignor or any Affiliate of Assignor against any third Person to the extent related or attributable to, periods on or prior to the Effective Date (including claims for adjustments or refunds) or for which Assignor is liable for payment or required to indemnify Assignee under Article 11 of the Purchase Agreement (whether or not such claims are pending or threatened as of the Execution Date or the Closing Date);
- (j) all audit rights and rights to reimbursement with respect to all costs and revenues associated with any audit of Property Costs covering periods for which Assignor is in whole or in part responsible for the Assets, which adjustments arising from such audits are paid or received prior to the Cut-Off Date;
- (k) any refunds, claims for refunds or rights to receive refunds from any Governmental Authority with respect to Taxes that are Seller Taxes;
- (l) refunds relating to the overpayment of royalties by or on behalf of Assignor to any Governmental Authority, to the extent relating to royalties paid with respect to Hydrocarbon production from the Assets prior to the Effective Date, whether received before, on, or after the Effective Date;
- (m) all office equipment, computers, cell phones, pagers and other hardware, personal property, and equipment that relate primarily to Assignor's business generally, even if otherwise relating to the business conducted by Assignor with respect to the Assets;
- (n) trade credits, accounts, accounts receivable, and other proceeds, income or revenue accruing before the Effective Date and attributable to the Assets prior to the Effective Date:
- (o) whether or not relating to the Assets, any master service agreements, drilling contracts, or similar service contracts;
 - (p) Assignor's vehicles;
- (q) any wells located on the Initial Closing Leases that have been plugged and abandoned by Assignor; and

Assignment and Bill of Sale -5-



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(r) any other assets, contracts or rights which are (i) not specifically described in Section 1, or (ii) described on Schedule 2 (whether or not specifically described in Section 1);

Section 3. Special Warranty; Disclaimer. Assignor, for a period of thirty-six (36) months after the execution of this Assignment, warrants Defensible Title (as such term is defined in the Purchase Agreement) to the Properties shown on Exhibit A-1 and A-2, subject to the terms and conditions of the Purchase Agreement, unto Assignee, its successors and assigns, against all persons claiming or to claim the same or any part thereof by, through, or under Assignor and its Affiliates, but not otherwise. EXCEPT AS PROVIDED IN THE PRECEDING SENTENCE OR THE PURCHASE AGREEMENT, ASSIGNOR MAKES NO, AND EXPRESSLY DISCLAIMS AND NEGATES ANY, REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, AS TO TITLE TO ANY OF THE PROPERTIES. Assignor hereby assigns to Assignee all rights, claims, and causes of action on title warranties given or made by Assignor's predecessors (other than Affiliates of Assignor), and Assignee is specifically subrogated to all rights which Assignor may have against its predecessors (other than Affiliates of Assignor), to the extent that Assignor may legally transfer such rights and grant such subrogation.

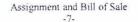
Section 4. Disclaimer of other Warranties. EXCEPT AS EXPRESSLY REPRESENTED OTHERWISE IN SECTION 3 OF THIS ASSIGNMENT, ARTICLE 4 OF THE PURCHASE AGREEMENT, OR IN THE CERTIFICATE OF ASSIGNOR TO BE DELIVERED PURSUANT TO SECTION 8.2(A)(IV) OF THE PURCHASE AGREEMENT, ASSIGNOR MAKES NO, AND HEREBY EXPRESSLY DISCLAIMS, ANY REPRESENTATION OR WARRANTY, EXPRESS, IMPLIED, OR STATUTORY AS TO (I) TITLE TO ANY OF THE ASSETS, (II) THE CONTENTS, CHARACTER, OR NATURE OF ANY DESCRIPTIVE MEMORANDUM, OR ANY REPORT OF ANY PETROLEUM **ENGINEERING** CONSULTANT OF ASSIGNOR, OR GEOLOGICAL OR SEISMIC DATA OR INTERPRETATION, RELATING TO THE (III)THE QUANTITY, QUALITY, OR RECOVERABILITY HYDROCARBONS IN OR FROM THE ASSETS, (IV) THE EXISTENCE OF ANY RECOMPLETION. INFILL. OR STEP-OUT OPPORTUNITIES, (V) ANY ESTIMATES OF THE VALUE OF THE ASSETS OR FUTURE REVENUES GENERATED BY THE ASSETS, (VI) THE PRODUCTION OF HYDROCARBONS FROM THE ASSETS, OR WHETHER PRODUCTION HAS BEEN CONTINUOUS, OR IN PAYING QUANTITIES, OR ANY PRODUCTION OR DECLINE (VII) THE MAINTENANCE, REPAIR. CONDITION, **OUALITY.** DESIGN SUITABILITY, OR MARKETABILITY OF THE INFRINGEMENT OF ANY INTELLECTUAL PROPERTY RIGHT, (IX) ANY OTHER MATERIALS OR INFORMATION THAT MAY HAVE BEEN MADE AVAILABLE OR COMMUNICATED TO ASSIGNEE OR ITS AFFILIATES, OR ITS OR THEIR EMPLOYEES, AGENTS, CONSULTANTS, REPRESENTATIVES, OR ADVISORS IN CONNECTION WITH THE TRANSACTIONS CONTEMPLATED ASSIGNMENT OR THE PURCHASE AGREEMENT OR ANY DISCUSSION OR PRESENTATION RELATING THERETO AND (X) COMPLIANCE WITH ANY ENVIRONMENTAL LAW OR THE ENVIRONMENTAL CONDITION OF ANY OF ASSETS, AND FURTHER DISCLAIMS ANY REPRESENTATION OR WARRANTY, EXPRESS, IMPLIED, OR STATUTORY, OF MERCHANTABILITY,

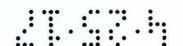


FITNESS FOR A PARTICULAR PURPOSE, OR CONFORMITY TO MODELS OR SAMPLES OF MATERIALS OF ANY EQUIPMENT, IT BEING EXPRESSLY UNDERSTOOD AND AGREED BY THE PARTIES THAT THE ASSETS ARE BEING TRANSFERRED "AS IS, WHERE IS," WITH ALL FAULTS AND DEFECTS, AND THAT ASSIGNEE HAS MADE OR CAUSED TO BE MADE SUCH INSPECTIONS AS ASSIGNEE DEEMED APPROPRIATE TO ENTER INTO THE PURCHASE AGREEMENT. ASSIGNOR AND ASSIGNEE AGREE THAT, TO THE EXTENT REQUIRED BY APPLICABLE LAW TO BE EFFECTIVE, THE DISCLAIMERS OF CERTAIN REPRESENTATIONS AND WARRANTIES CONTAINED IN THIS ASSIGNMENT ARE "CONSPICUOUS" DISCLAIMERS FOR PURPOSES OF ANY APPLICABLE LAW, RULE OR ORDER.

- Section 5. <u>Assumed Obligations</u>. Assignee assumes and agrees to fulfill, perform, pay, and discharge (or cause to be fulfilled, performed, paid, or discharged) all of the Assumed Obligations.
- Section 6. <u>Subject to Contracts</u>. Except as set forth to the contrary in the Purchase Agreement, Assignee is taking the Properties subject to the terms of the Contracts, and Assignee hereby assumes and agrees to fulfill, perform, pay, and discharge Assignor's obligations under such Contracts from and after the Effective Date.
- Section 7. Further Assurances. After the Initial Closing, Assignor and Assignee each agree to take such further actions and to execute, acknowledge, and deliver all such further documents as are reasonably requested by the other for carrying out the purposes of this Assignment or the Purchase Agreement or of any document delivered pursuant to the Purchase Agreement (including the execution, delivery, and filing of assignments of record title and operating rights in any federal or state lease) without further consideration. Without limiting the foregoing, with respect to interests in federal or state real property interests that are included among the Properties and that require filings with Governmental Authorities before they may be assigned, each Party shall, without further consideration file the appropriate documents and take any other steps necessary to obtain official approval of the assignments.
- Section 8. Assignment Subject to Purchase Agreement. This Assignment is expressly subject to the terms and conditions of the Purchase Agreement, which terms are hereby incorporated into this Assignment by reference for all purposes. Capitalized terms used herein but not defined shall have the meanings assigned to such terms in the Purchase Agreement. In the event of a conflict between the terms of this Assignment and the Purchase Agreement the terms of the Purchase Agreement shall control for all purposes.
- Section 9. <u>Successors and Assigns</u>. This Assignment shall bind and inure to the benefit of the Parties hereto and their respective successors and assigns.
- Section 10. <u>Headings</u>. The headings of the articles and sections of this Assignment and any listing of its contents are for guidance and convenience of reference only, and shall not limit or otherwise affect any of the terms or provisions of this Assignment.







Section 11. Governing Law. This Assignment, and all Claims arising in connection with or related hereto, or the negotiation, execution or performance hereof (whether in contract or tort) shall be governed by and construed in accordance with the Laws of the State of Texas, without regard to principles of conflicts of Laws that would direct the application of the Laws of another jurisdiction.

Section 12. <u>Counterparts</u>. This Assignment may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute but one and the same agreement.

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Assignment and Bill of Sale

EXECUTED as of the dates set forth in the notary certifications below, but effective for all purposes as of the Effective Date.

ASSIGNOR:

ATLANTIC RESOURCES II INTERESTS LLC

By: Name:

Name: R.A. Jennings

Title: Chief Executive Officer

Assignor Signature Page to Assignment and Bill of Sale



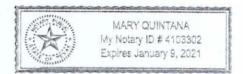
STATE OF TEXAS \$ COUNTY OF Midlad \$

The foregoing instrument was acknowledged before me this 4th day of April, 2017, by R.A. Jennings, as Chief Executive Officer of Atlantic Resources II Interests LLC, a Delaware limited liability company, on behalf of the limited liability company.

Notary Public

My Commission Expires: 01-09-2021

(Notary Seal)



ASSIGNEE:

NORTH REEVES DEVELOPMENT LLC

By: Midtown Acquisitions GP LLC, its

Manager

By:

Name: Morgan Blackwell
Title: Authorized Signatory

Assignee Signature Page to Assignment and Bill of Sale

STATE OF NEW YORK

§

§

COUNTY OF NEW YORK

§

The foregoing instrument was acknowledged before me this ______ day of April, 2017, by Morgan Blackwell, as Authorized Signatory of Midtown Acquisitions GP LLC, Manager of North Reeves Development LLC, a Delaware limited liability company, on behalf of said limited liability company.

Notary Public

My Commission Expires:

ELLEN L. LIU

Notary Public, State of New York

Qualified in New York County Commission Expires September 12, 20

(Notary Seal)

Assignee Notary Page to Assignment and Bill of Sale



Exhibit A-1

Leases

See Attached.

Exhibit A-1 to Assignment and Bill of Sale

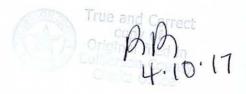


Exhibit A-1

Leave											
Lease No.	Lease Name	Lesset	Lease Date	Recordation Date	Yolune	Page	Entry	State	County	Expiration Date	Legal Description
1001	M × 117877	Fadurance Resources Holdings II, LLC	1/5/2016	4/14/2016	1260	206	16.04512	Texas	Reevex	1/3/2019	(Sec. 28, Rik. S1 - W/2) 320 acres, more or less, being the (W/2) of Section 28, Block 53, A-2652 of the PSL Survey located in Culberson and Reeves County, Texas.
1002	M = 11Z 682 I State of Texas Agent Towana Spirey, Ft Al	Petrobank Properties, LP	2892011	3927/2011	NRO	600	90,237	Texas	Rerves	2/9/2016	ISec 30, IBE, 56 - NW/4 & E/2 SE/4 & SW/4 SE/4 - 1) 280 acres of land, more or less, being the Northwest Quarter (NW/4), the East Half of the Southeast Quarter (E/2 SE/4) and the Southwest Quarter of the Southeast Quarter of the Southwest Quarter of the Southeast Quarter (SW/4 SE/4) of Section 30, Block 56, Public School Lands Survey, Abstract No. 210, Review County, Texas. (Sec 30, IBE, 56 - NE/1 - 2) 160 acres of land, more or less, being the Northeast Quarter (NE/4) of Section 10, Itlock 56, Public School Lands Survey, Abstract No. 2291, Review County, Texas. (Sec 30, IBE, 56 - NW/4 - 4) 160 acres of land, more or less, being the Southwest Quarter (SW/4) of Section 30, Iblock 56, Public School Lands Survey, Abstract No. 2291, Review County, Texas. (Sec 30, IBE, 56 - NW/4 SE/4 - 3) 40 acres of land, more or less, being the Northwest Quarter of the Southwest Quarter (SW/4) of Section 30, Iblock 56, Public School Lands Survey, Abstract No. 2291, Review County, Texas.
1003	Lewis Eeith Lynn	Petrohawk Properties, LP	8:12/2011	943/2011	899	61	6.10)	Техач	Reeves	8/12/2016	cSec 25, BB., 53 - NE4) 240.00 acres of land, more or less, being the Northeast Quarter (NE/A), Northeast Quarter at the Northwest Quarter (NE/A) NW/A), Soath Half of the Southwest Quarter (SZ SW/A), and the South Half of the Southwest Quarter (SZ SW/A), and the Southwest Quarter (SZ SW/A) of Soction 25, Block 53, Abstract 2293, Public Land Survey, located in Reeves County, Texas Sec 25, BB. 53 - NW/A) 240.00 acres of land, more or less, being the Northwest Quarter of the North Half of the North Half of the Southwest Quarter (NZ NZ SW/A), and the North Half of the South Half of the Southwest Quarter (NZ NZ SW/A), and the North Half of the South Half of the North Half of the Southwest Quarter (NZ NZ SW/A), and the North Half of the North Half of the Southwest Quarter (NZ NZ SW/A), and the North Half of the North Half of the Southwest Quarter (NZ NZ SW/A), and the North Half of the South Half of the Southwest Quarter (NZ NZ SW/A), and the North Half of the South Half of the North Half of the Southwest Quarter (NZ NZ SW/A), and the North Half of the South Half of the North Half of the Southwest Quarter (NZ NZ SW/A), and the North Half of the Southwest Quarter (NZ NZ SW/A), and the North Half of the Southwest Quarter (NZ NZ SW/A), and the North Half of the North Half of the Southwest Quarter (NZ NZ SW/A), and the North Half of the Southwest Quarter (NZ NZ SW/A), and the North Half of the North Half of the Southwest Quarter (NZ NZ SW/A), and the North Half of the North Half of the Southwest Quarter (NZ NZ SW/A), and the NZ NZ NZ SW/A), and the NZ NZ NZ SW/A (NZ NZ NZ SW/A), and the NZ NZ NZ SW/A (NZ NZ NZ SW/A), and the NZ NZ NZ SW/A (NZ NZ NZ SW/A), and the NZ NZ NZ NZ SW/A, and the NZ NZ NZ NZ SW/A, and the NZ NZ NZ NZ SW/A, and the NZ NZ NZ NZ NZ SW/A, and the NZ



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1004	Mary Hurbsch	Petrolawk Properties, LP	8/12/2011	9/13/2011	809	76	6313	Texas	Reeves	8/12/2016	(See 25, Bik. 53 - NE3) 240 00 acres of land, more or less, being the Northeast Quarter (NE/4), th Northeast Quarter of the Northwest Quarter (NI/4 NW/4), South Half of the Southwest Quarter (S/2 SW/4), and the South Half of the South Half of the Northwest Quarter (S/2 SY N/2 SW/4) of Sertion 25, Block 53, Abstraet 2293, Public Land Survey, located in Reeves County, Texas (See 25, Bik. 53 - NW/4) 240 00 acres of land, more or less, being the Northwest Quarter of the Northwest Quarter of the Northwest Quarter (NW/4 NW/4), South Half of the Northwest Quarter (S/2 NW/3), North Half of the North Half of the Southwest Quarter (NW/4 NW/4), South Half of the North Half of the Southwest Quarter (NW/2 SY/2 NW/3), North Half of the North Half of the Southwest Quarter (NY/2 SY/2 NW/3), Sw/4) of Section 25, Block 53, Abstraet 2293, Public Land Survey, located in Reeves County, Texas (See 24, Bik. 53) 64000 acres of land, more or less, being all of Section 24, Block 53, Abstraet 2294, Public School Land Survey, located in Reeves County, Texas (See 29, Bik. 54 - SW/4) 64000 acres, more or less, being the Southwest all of Section 29, Block 50, School File No. 94400, Abstract 22992, Public School Lands Survey, Reeves County, Texas
1005	MI= 11 ZL 82 F State of Texas Agent Weetons Stanley	Petrohawk Properties, LP	27012011	5/27/2011	880	584	1215	Texas	Reeves	2/8/2016	(Sec. 30, 118, 56 - NW/4 & E/2 SE/4 & SW/4 SE/4 - 1) 280 acres of land, more or less, being the Northwest Quarter (NW/4), the East Half of the Southwast Quarter (EV/4 SE/4) and the Southwest Quarter (Ste Section 30, Block 56, Public School Lands Survey Abstract No. 2291, Reeves County, Texas. (Sec. 30, Blk. 56 - NE/4 - 2) 160 acres of land, more or less, being the Northeast Quarter (NE/4) of Section 10, Block 56, Public School Lands Survey, Abstract No. 2291, Reeves County, Texas. (Sec. 30, Blk. 56 - SW/4 - 4) 160 acres of land, more or less, being the Southwest Quarter (SW/4) of Section 10, Block 56, Public School Lands Survey, Abstract No. 2291, Reeves County, Texas. (Sec. 30, Blk. 56 - SW/4 - 4) 160 acres of land, more or less, being the Southwest Quarter (SW/4) of Section 10, Block 56, Public School Lands Survey, Abstract No. 2191, Reeves County, Texas. (Sec. 30, Blk. 56 - NW/4 SE/4 - 2) 40 acres of land, more or less, being the Northwest Quarter of the Southwest Quarter (SW/4) SE/4 of Section 10, Block 56, Public School Lands Survey, Abstract No. 2291, Reeves County, Texas.
1006	Michael Lynn Roueland	Petrohawk Properties, I.P.	8/17/2014	9/1.02611	\$199	67	6310	Texas	Retire	8/12/2016	(Sec. 25, BB. 53 - NE4) 240.00 acres of land, more or less, being the Northeast Quarter (NE4), it Northeast Quarter (the Northeast Quarter (NE4), it Northeast Quarter (the Northeast Quarter (NE4), it Nov. 1, and the South Lalf of the South Lalf of the Northeast Quarter (SZF SWZ), and the South Lalf of the North Lalf of the North Lalf of the North Lalf of the North Lalf of the Northeast Quarter (NE2), it No. 25, Bbc. 53, Abstract 2293, Public Land Survey, located in Reeves County, Texas. (Sec. 25, BB. 53 - NW4) 240.00 acres of land, more or less, being the Northwest Quarter of the Brethwest Quarter of the Northeast Quarter of the Northeast Quarter (NZ) NW3), South Italf of the North Half of the Southwest Quarter (NZ) SWZ4, and the North Half of the North Half of the Southwest Quarter (NZ) SWZ4, and the North Half of the North Half of the Southwest Quarter (NZ) SWZ4, and the North Half of the North Half of the Southwest Quarter (NZ) SWZ4, and the North Half of the North Half of the North Half of the North



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9.19.14 array of Jand, more or less, being the West Half (W2) of Service Tile No. 1513a3, Abstract No. 5704, Public School Land Survey, Receive of the NEA and SFV to the NEA 119.78 area, more or less, bing the N We of the WEst Abstract Service 35, Block Sci. Avor7, 121. Survey, Receive.	28, Block 56, School I County, Texns (Sec 28, Blk 56 - M2	9107/07/8	Местев	sex3]	9111	520	106	1107/81/11	1102/0€/8	Petrobask Propertice, I.P.	Frances A. Polland represented by Kerry Kaddleen $M_{\rm all} \cos P.O.A.$	7101
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Lease No.	Lease Name	Lessee	Lease Date	Recordation Date	Volume	Page	Entry	State	County	Expiration Date	Legal Description
1019	ME 117884	Endurance Resources Holdings II, LLC	1/5/2016	4/14/2016	1260	184	16-04510	Texas	Reeses	1/5/2019	(Sec. 39, BHs. 53) 641 acres, more of less, being all of Section 39, Block 53, of the PSL Survey located in Roeves County, Texas.
1020	Robert J. Hook and Kuthleen Hook	PetroBank Properties, LP	2/9/2011	5/19/2011	878	806	2946	Texas	Reeves	2/9/2016	(Sec 28, INC 56 - E72 of SE/4 & SW/4 of SE/4) 120 00 acres of land, more or less, being the Ea Half of the Southeast Quarter (F92 SE/4) and the Southwest Quarter of the Southeast Quarter (SW/4 SE/4) of Section 28, Block 56, School File No. 144702, Abstract No. 5016, Public School Land Survey, Reeves County, Texas.
1021	Joyce Thomas, Individually and at Successor Trustee of the F.L. Garrison Trust	Petrohawk Properties, LP	2/8/2011	5/19/2011	878	804	2944	Texas	Rerves	2.8/2016	(See 28, HJR, 56 - S/2 of NW/1 of SU/4) 20:00 acres of land, more or less, being the South Half the Northwest Quarter of the Southeard Quarter (S/2 NW/4 SE/4) of Section 28, Block 56, Scho File No. 152473, Abstract No. 5875, Public School Land Survey, Reeves County, Texas.
1022	Neat Lee Itingham	Petrohawk Properties, LP	2/9/2011	5/19/2011	878	803	2943	Texas	Reeves	2/9/2014	(Sec 28, Rtk. 36 - SWZLO) NE/43/4000 acres of land, more or less, being the Southwest Quarter the Northeast Quarter (SWZLO) NE/4) of Section 28, Block 56, School File No. 152162, Abstract 5 SSSR, Public School Land Survey, Reeves County, Texas.
1021	State of Texas Agent Lowe Royalty Partners, L.P. MF 1176/Z	Endurance Resources Holdings U. LLC	7/15/2015	104/2015	1202	403	15-09263	Texas	Reeves	2/15/2018	(Sec 15, IUK, \$1 - \$72.8 NEZ4) 480 acres of land, more or less, being the South half (\$72), and North Bast Quarter of Section 35, Block \$3, Public School Lands Survey, Abstract No. 3467, Reeves County, Texas. (Sec 28, Blk, \$3 - \$72) 320 acres of land, more or less, being the East half (\$72) of Section 28, IUGs 53, Public School Lands Survey, Abstract No. 2652, Reeves County, Texas. (Sec 37, Blk, \$3 - \$W2) 320 acres of land, more or less, being the West half (\$W2) of Section 33 Block 33, Public School Lands Survey, Abstract No. 3068, Reeves County, Texas.
1025	Windi Grimes, Sole Trustee of the AWP 1983 Trust	Petrohawk Properties, LP	2/9/2011	6/29/2011	886	506	4196	Texas	Reeves	2/9/2016	(Sec 28, Blk, 56 - N/2 of the NE/4 and SE/4 of the NE/4) L19.78 acres, more or less, bing the N/ of the NE/4 and the SE/4 of the NE/4 of Section 28, Block 56, A-5967, PSL Survey, Recess County, Texas.
1026	Lowe Royalty Partners, L.P.	Endurance Resources Holdings II, LLC	7/15/2015	9/22/2015	1197	427	15-08580	Texas	Reeves	7/15/2018	(Sec. 36, Bik. 53 - N/2) 32H acros, more or less, being the North half (N/2) of Section 36, Block 2 A-2610, of the PSL Survey located in Recyce County, Texas.
1027	Meeker Investments, Inc.	Petrohawk Properties, LP	2/9/2011	6/29/2011	886	SOR	4197	Texas	Reeves	2/9/2016	tSec. 28, Bik. 56 - N/2 of the NE/4 and SE/4 of the NE/1 119,78 nerves, more or less, bing the N/6 of the NE/4 and the SE/4 of the NE/4 of Section 28, Block 56, A-5967, PSL Survey, Reeves County, Texas.
1028	Harrison Trust, Roddy Harrison, Trustee	Endurance Resources Holdings II, LLC	8/31/2015	9/21/2015	1197	156	15-0852R	Texas	Reeves	8/31/2016	(Sec 28, Blk. 56 - N/2 of NW/4 of SF/4) 20 acres, more or less, located in the tN/2 of the NW/4 the SF/4) of Section 28, Block 56, FSL Survey, Review County, Texas.
1030	Lifetime Benefit of L. H. Mecker	Petrohawk Properties, LP	2/9/2011	5/19/2011	878	807	2947	Téxas	Reeves	2.9/2016	(Sec. 28, BB, 56 - N/2 of the NE/4 and SE/4 of the NE/1) 119.78 acres, more or less, bing the N/ of the NE/1 and the SE/4 of the NE/4 of Section 28, Block 56, A.5967, PSI. Survey, Reeves County, Texas.
1033	State of Texas Agent Dela Minerals, Inc.	Petrohawk Properties, LP	1/21/2011	3/19/2011	N7N	260	2935	Texas	Reeves	1/21/2016	(Sec 32, Blk. 56) AdD acres, more or less, All of Section 32, Block 56, Public School Land Surve A-2291, Receivs County, Texas,



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Allantic Resources II Interests LLC Exhibit A-1



Lense No.	1		1			Lease					
TARRETTO:	Lease Name	Lessee	Lease Date	Recordation Date	Volume	Page	Entry	State	County	Expiration Date	Legal Description
1057	Blake Oil & Gas Corporation	Petrohask Properties, LP	10/5/2011	11/14/2011	910	163	8136	Texas	Rooves	10/5/2016	tSec 28, Blk, 56 - F/2 of SE/4 & SW/4 of SE/4) 120 tO acres of land, note or less, being the East Half of the Southeast Quarter (1/2 SE/4) and the Southwest Quarter of the Southeast Quarter (SW/4 SE/4) of Section 28, Block 56, School File No. 144702, Abstract No. 5016, Public School Land Survey, Reeves County, Texas.
1058	David R. Sexoe	Petrohawk Properties, LP	11/1/2011	12/7/2011	911	371	11-08261	Texas	Rerves	11/1/2016	ISec 28, BB, 56 - E/2 of SE/4 & SW/4 of SE/1) L20 (O acres of land, more or less, being the East Half of the Southeast Quarter (E/2 SE/4) and the Southwest Quarter of the Southeast Quarter (SW/4 SE/4) of Section 28, Block 56, School File No. 144702, Abstract No. 5016, Public School Land Survey, Reeves County, Texas.
1059	Brenda Taylor	O'Brien Oil & Gas, Inc.	1.171.272014	12/11/2014	1120	0719	14-11602	Texas	Reaves	11/12/2017	ISec 25, Blk. 53 - SE/A) 155.032 acres, more or less, the (SE/A) of Section 25, Block 53, Public School Land, Reeves County, Texas, LESS AND EXCEPT 4 acres in the extreme (NW) corners this treat AND cover and except Lois 37, 38, 39, 43, 44, 87, 88, 99, 106, 148, 150, 151, 155, 167, 168, 169, 170, 171 All located in block Lof the Southwestern Development Company of Toyah, Texas Subdivision in the Str/4 of Section 25, Block 53, Public Land Survey, located in Reeves County, Texas.
1060	State of Texas Agent Allison Rence Parker MI=111969E	Legend Natural Gas IV, LP	9/1/2010	602011	887	615	3553	Texas	Rerues	971/2615	I Sec 22, Blk.53) 640,00 acres of land, more or less, being all of Section 22, Block 53, Public School Lands Survey, Abstract No. 3570, Reeves County, Texas. (Sec 27, Blk. 53, -802 & SW23) 480,00 acres of land, more or less, being the North Half (N/2) and Southweet Quarter (SW24) of Section 27, Block 53, Public School Lands Survey, Abstract N 3568, Reeves County, Texas. (Sec 48, Blk. 53) 641 (D) acres of land, more or less, being all of Section 38, Block 53, Public School Lands Survey, Abstract No. 2981, Reeves County, Texas. (Sec 47, Blk. 53, -1/2 of Sl/48 80,00 acres of land, more or less, being the Last Half of the Southeast (Paratre (E/2 SF/4) of Section 47, Block 53, Public School Lands Survey, Abstract No. 3560, Reeves County, Texas. (Sec 47, Blk. 53, -N/2 and SW/4 and W/2 of SE/41 561 D0 acres of land, more or less, being the North Half (N/2), the Southwest Quarter (SW/4), and the West Half of the Southeast Quarter (SW/4), and the West Half of the Southeast Quarter (SW/4), and the West Half of the Southeast Quarter (SW/4) of Section 47, Block 53, Public School Lands, Reeves County, Texas. (Sec 48, Blk. 53) 640,00 acres, more or less, being all of Section 48, Block 53, Public School Lands, Reeves County, Texas. (Sec 48, Blk. 53) 640,00 acres, more or less, being all of Section 48, Block 53, Public School Lands, Reeves County, Texas. (Sec 46, Blk. 53) 640,00 acres, more or less, being all of Section 46, Block 53, Public School Lands, Reeves County, Texas.



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Lense No.						Lease					
IABSC (VII)	Lease Name	Lessee	Lease Date	Recordation Dute	<u>Volume</u>	Page	Entry	State	County	Expiration Date	Legal Description
1061	State of Texas - Tim Wilson, et al Sec. 30 Bil. 56 MI = 112682 E	Petrohawk Properties, LP	2/9/2011	5/27/2011	880	572	1213	Texus	Rocres	2/9/2016	(Sec. 30, BB. 56 - NW/4 & E/2 SE/4 & SW/1 SE/4 - 1) 280 acres of land, more or less, being the Northwest Quarter (NW/4), the East Half of the Southerst Quarter (EW3 SE/4) and the Southwest Quarter (SW4 SE/4) of Section 30, 10ck 56, Public School Lands Survey, Abstract No. 2291, Reeves County, Texas. (Sec. 30, BB. 56 - NE/4 - 2) 160 acres of land, more or less, being the Northeast Quarter (NE/4) (Section 30, Block 56, Public School Lands Survey, Abstract No. 2291, Reeves County, Texas, (Sec. 30, BB. 56 - SW/4 - 4) 160 acres of land, more or less, being the Southwest Quarter (SW/4 of Section 30, Block 56, Public School Lands Survey, Abstract No. 2291, Reeves County, Texas, (Sec. 30, BB. 56 - SW/4 - 4) 160 acres of land, more or less, being the Northwest Quarter of the Southwest Quarter (SW/4 SE/4) of Section 30, Block 56, Public School Lands Survey, Abstract No. 2291, Reeves County, Texas, (Sec. 30, BB. 56 - NW/4 SE/4) of Section 30, Block 56, Public School Lands Survey, Abstract No. 2291, Reeves County, Texas
1065	State of Texas Agent Donnu Spivey, widow of Dustin Spivey MF112682H	Petrobawk Properties, 1.P	2/9/2011	\$/27/2011	890	501	3236	Texas	Recves	2/9/2016	(Sec. 30, Bik. 56 - NW/4 & F/2 SE/4 & SW/1 SE/4 - 11 280 acres of land, more or less, being the Northwest Quarter (NW/4), the East Half of the Southeast Quarter (EV/2 SE/4) and the Southwest Quarter of the Southwest Quarter of the Southwest Quarter of the Southwest Quarter of the Southwest Quarter (SW/4 SE/4) of Section 30, Block 56, Public School Lands Survey, Abstract No. 2291, Revest County, Issue (Sec. 30, Bik. 56 - NE/4 - 2) 160 acres of land, more or less, being the Northwest Quarter (NE/4) of Section 30, Block 56, Public School Lands Survey, Abstract No. 2291, Revest County, Texas, (Sec. 30, Bik. 56 - SW/4 - 4) 160 acres of land, more or less, being the Southwest Quarter (SW/4) of Section 30, Block 56, Public School Lands Survey, Abstract No. 2291, Revest County, Texas, (Sec. 30, Bik. 56 - NW/4 SI/4 - 3) 40 acres of land, more or less, being the Northwest Quarter of the Southwest Quarter of the Southwest Quarter (SW/4) of Section 30, Block 56, Public School Lands Survey, Abstract No. 2291, Revest County, Texas
1066	State of Texas Agent Loyd Porker, III MF 111869 B	Legend Natural Gas IV, LP	9/12/010	67272011	582	605	1552	Texas	Rensex	9/1/2/118	LSec 22, IBE 53-640-00 acres of land, more or less, being all of Section 22, Block 53, Public School Lands Survey, Abstract 86, 3570, Reves County, Texas (Sec 22, IBE, 53-82), & SWIN \$480,00 acres of land, more or less, being the North Half (N/2) and Southwest Quarter (SW/2) of Section 27, Block 53, Public School Lands Survey, Abstract No. 1568, Revess County, Texas. LSec 38, IBE, 531-641 (O) acres of land, more or less, being all of Section 38, Block 53, Public School Lands Survey, Abstract No. 2081, Revess County, Texas. CSec 47, IBE, 53-164 (O) acres of land, more or less, Joing the Last Half of the Southwest Quarter (EZ-SP4) of Section 42, Block 53, Public School Lands Survey, Abstract No. 3569, Revess County, Texas. CSec 47, IBE 51-N/2 and SW/4 and W/2 of SE/A1 561-00 acres of land, more or less, being the North Half (N/2), the Southwest Quarter (SW/4), and the Weet Half of the Southeast Quarter (W/2), and SW/4 and W/2 of SE/A1 561-00 acres of land, more or less, being the North Half (N/2), the Southwest Quarter (SW/4), and the Weet Half of the Southeast Quarter (W/2), and Survey, Abstract No. 3569, Revess County, Texas. (Sec 34, IBE 53)-640-00 acres, more or less, being all of Section 34, Block 53, Public School Lands, Revess County, Texas. (Sec 48, IBE 53)-640-00 acres, more or less, being all of Section 46, Block 53, Public School Lands, Revess County, Texas.



						Leases					
Lease No.	Lease Nating	Lexice	Lease Date	Recordation Date	Volume	Page	Entry	State	County	Expiration Date	Legal Description
1067	State of Texas Agent Jams Dee Bourland Heliney MF 112682 A	Petrobassk Properties, LP	2/9/2011	8/27/2011	880	579	ш	Texas	Reeves	299016	(Sec. 30, BB. 56 - NW/4 & F/2 SE/4 & SW/4 SE/4 - 1) 280 acres of band, more or fess, being the Startfayert Quarter (FW/4), the Fast Half of the Southeast Quarter (FW/4 SE/4) and the Southwest Quarter (FW/4 SE/4) of Section 30, Block 56, Public School Lands Survey, Abstract No. 2291, Reevest County, Texas. (Sec. 30, BB. 56 - NP/4 - 2) 160 acres of land, more or less, being the Northeast Quarter (NF/4) Section 30, Block 56, Public School Lands Survey, Abstract No. 2291, Reevest County, Texas. (Sec. 30, BB. 56 - SW/4 - 4) 160 acres of land, more or less, being the Southwest Quarter (SW/4) of Section 30, Block 56, Public School Lands Survey, Abstract No. 2291, Reevest County, Texas. (Sec. 30, BB. 56 - NW/4 SE/4 - 3) 40 acres of land, more or less, being the Fouthwest Quarter (SW/4) of Section 30, Block 56, Public School Lands Survey, Abstract No. 2291, Reevest Quarter of the Southwast Quarter (NW/4 SE/4) of Section 30, Block 56, Public School Lands Survey, Abstract No. 2291, Reevest County, Texas
1068	State of Texas Agent Jeffery Allan Wilken MF 11 Z68ZD	Petrishawk Properties, LP	29/2011	5/27/2011	KSO	607	3238	Texas	Reesee	2/9/2016	(Sec. 30, BB. 56 - NW/A & B/2 SE/A & SW/A SE/A - 1) 280 acres of land, more or less, being the Northwest Quarter of Brown (SW/A), the Bast Half of the Southwest Quarter of Brown (SW/A), the Bast Half of the Southwest Quarter of Brown (SW/A) of Section 30, Block 56, Public School Lands Survey, Abstract No. 22/1, Reeves County, Lexis. (Sec. 30, BB, 56 - NE/A - 2) 160 acres of land, more or less, being the Northeast Quarter (NE/A) is Section 10, Block 56, Public School Lands Survey, Abstract No. 22/91, Reeves County, Lexis. (Sec. 30, BB, 56 - SW/A - 4) 160 acres of land, more or less, being the Southwest Quarter i SW/A of Section 30, Block 56, Public School Lands Survey, Abstract No. 22/91, Reeves County, Texas. (Sec. 30, BB, 56 - NW/A SE/A - 3) 40 acres of land, more or less, being the Northwest Quarter of the Southwest Quarter i SW/A SE/A - 3) 40 acres of land, more or less, being the Northwest Quarter of the Southwest Quarter (NW/A) SE/A - 3) 40 acres of land, more or less, being the Northwest Quarter of the Southwest Quarter (NW/A) SE/A) of Section 30, Block 56, Public School Lands Survey, Abstract No. 22/91, Reeves County, Texas
1069	State of Texas Agent Lewis Kierlis Lyttn MF112682-C	Petrobawk Properties, J.P.	2/9/2011	5/23/2011	SND	508	3231	Texas	Reves	1943016	i Sec 30, BB. 56 - NW/4 & E/2 SE/4 & SW/4 SE/4 - 1) 280 acres of land, more or less, being the Northwest Quarter of McMah, the East Half of the Southess Quarter (EV/2 SE/4) and the Southwest Quarter of the Southess (SW/4 SE/4) of Section 30, Block 56, Public School Lands Survey, Abstract No. 22/41, Reeves Counts, Lexas, (Sec 30, BB, 56 - NE/4 - 2) 160 acres of land, more or less, being the Northeast Quarter (NE/5) Section 30, Block 56, Public School Lands Survey, Abstract No. 22/91, Reeves County, Lexas (Sec 30, BB, 56 - SW/4 - 4) 160 acres of land, more or less, being the Southwest Quarter (SW/4 of Section 30, Block 56, Public School Lands Survey, Abstract No. 22/91, Reeves County, Texas (Sec 30, BB, 56 - NW/4 SE/4 - 3) 40 acres of land, more or less, being the Northwest Quarter of the Southwast Quarter (SW/4 SE/4 - 3) 40 acres of land, more or less, being the Northwest Quarter of the Southwast Quarter (SW/4 SE/4 - 3) 40 acres of land, more or less, being the Northwest Quarter of the Southwast Quarter (SW/4 SE/4 - 3) 40 acres of land, more or less, being the Northwest Quarter of the Southwast Quarter (SW/4 SE/4) of Section 30, Block 56, Public School Lands Sorves, Abstract No. 22/91, Reeves County, Texas





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Lease No.	Leave Name	Lessee	Leuse Date	Recordation Date	Volume	l'age	Entry	State	County	Expiration Date	Legal Description
1070	State of Texas Agent James Beasley Young, III MF-111869 . C	Legend Natural Gos IV, LP	9/1/2010	6/2/2011	882	6-15	3556	Texas	Reeves	9/1/2015	(Sec 22, BBc.\$3) 640.00 acres of land, more or less, being all of Section 22, Block 53, Public School Lands Survey, Abstract No. 3870, Revew County, Texas (Sec 27, BBc.\$3). 817.8. 8374, 180.00 acres of land, more or less, being the North Half (N/2) and Southwest Quarter (SW/4) of Section 27, Block 53. Public School Lands Survey, Abstract No. 1568, Revews County, Texas (Sec 18, BBc, \$16.41.00 acres of land, more or less, being all of Section 38, Block 53, Public School Lands Survey, Abstract No. 2081, Revews County, Texas (Sec 43, BBc, \$15.41.00 acres of land, more or less, being the East Half of the Southeast Quarter (47/28/21/3) of Section 47, Block 53, Public School Lands Survey, Abstract No. 3560, Revews County, Texas (Sec 43, BBc, \$3.3-872 and SW/4 and W/2 of SE/4) 561.00 acres or land, more or less, being the Borth Half (N/2), the Southwest Quarter (SW/4), and the West Half of the Southeast Quarter (W/2SE/4) of Section 43, Block 53, Public School Lands Survey, Abstract No. 3569, Revews County, Texas (Sec 44, BBc, \$3) (640.00 acres, more or less, being all of Section 48, Block 53, Public School Lands, Revews County, Texas (Sec 44, BBc, \$3) (640.00 acres, more or less, being all of Section 48, Block 53, Public School Lands, Revews County, Texas (Sec 44, BBc, \$3) (640.00 acres, more or less, being all of Section 48, Block 53, Public School Lands, Revews County, Texas (Sec 46, BBc, \$3) (640.00 acres, more or less, being all of Section 46, Block 53, Public School Lands, Revews County, Texas.
1071	State of Texas Agent Mary Huebsch MF 11 2 68 2-6	Petroland Properties, LP	2/9/2011	\$12212011	880	551	3230	Texas	Recues	2/9/2016	(Sec. 30, Blk. 56 - NWA & E/2 SE/A & SWA SE/A - 1) 280 acres of land, more or less, being the Northwest Quarter (NWA), the Fast Balf of the Southeast Quarter (UZ SE/A) and the Southwest Quarter of the Southeast Quarter (SWA SE/A) of Section 30, Block 56, Public School Lands Survey, Abstract No. 2291, Revese County, Leyax. (Sec. 30, Blk. 56 - NE/A - 2) 160 acres of land, more or less, being the Northeast Quarter (NE/A) of Section 10, Block 56, Public School Lands Survey, Abstract No. 2291, Revese County, Tevas. (Sec. 30, Blk. 56 - SW/A - 4) 160 acres of Land, more or less, being the Southwest Quarter (SW/A) of Section 10, Block 56, Public School Lands Survey, Abstract No. 2291, Revese County, Tevas. (Sec. 30, Blk. 56 - NW/A SE/A - 1) 40 acres of land, more or less, being the Northwest Quarter of the Southwest Quarter (NW/A SE/A) of Section 30, Block 56, Public School Lands Survey, Abstract No. 2291, Revese County, Tevas.
1072	State of Texas Agent Michael Lynn Bourland MI= 11 ZG82 -	Petrobawk Properties, LP	229/2014	5/27/2011	830	565	3232	Texas	Reeves	2/9/2016	(Sec. 30, Bik. 56 - NW/A & 1/2 S1/4 & SW/4 SL/4 - f) 280 acres of land, more or less, being the Northwest Quarter (NW/A), the East Islaf of the Southeast Quarter (E/2 SE/4) and the Southwest Quarter of the Southeast Quarter (SW/4 SI/4) of Section 30, Bleck 56, Public School Lands Survey, Abstract No. 229, Revess County, Less. (Sec. 30, Bik. 56 - NE/4 - 2) 160 acres of land, more or less, being the Northeast Quarter (NE/4) of Section 40, Block 56, Public School Lands Survey, Abstract No. 2291, Revess County, Texas. (Sec. 30, Bik. 56 - SW/4 - 4) 160 acres of land, more or less, being the Southwest Quarter (SW/4) of Section 40, Block 56, Public School Lands Survey, Abstract No. 2291, Revess County, Texas. (Sec. 30, Bik. 56 - SW/4 - 4) 160 acres of land, more or less, being the Northwest Quarter (SW/4) of Section 40, Block 56, Public School Lands Survey, Abstract No. 2291, Revess Quarter of the Southwast Quarter (SW/4 SE/4) of Section 30, Block 56, Public School Lands Survey, Abstract No. 2291, Revess County, Texas



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Lease No.	Lease Name	Lessee	Lease Date	Recordation Date	Volume	Page	Entry	State	County	Expiration Date	Legal Description
1071	State of Texas Agent Tins Wilson 14 F 11 Z 68 Z 1	Petrohawk Properties, LP	2/9/2011	592762011	SRO	572	3233	Texas	Recrex	2/9/2016	(Sec. 30, Bik. 56 - NiV/4 & E/2 SE/4 & SW/4 SP/4 - 1) 280 acres of land, more or less, being the Northwest Quarter (NW/4), the East Half of the Southeast Quarter (1/2 SE/4) and the Southwest Quarter of the Southeast Quarter (SW/4 SE/4) of Section 30, Block 56, Public School Lands Survey, Abstract No. 2291, Rerever County, Texas. (Sec. 30, Bik. 56 - NE/4 - 2) 16th acres of land, more or less, being the Northeast Quarter (NE/4) - Nection 30, Block 56, Public School Lands Survey, Abstract No. 2291, Reevex County, Texas. (Sec. 30, Bik. 56 - SW/1 - 4) 16th acres of land, more or less, being the Southwest Quarter (SW/4) of Section 30, Block 56, Public School Lands Survey, Abstract No. 2291, Reevex County, Texas. (Sec. 30, Bik. 56 - NW/1 SE/4 - 1) 40 acres of land, more or less, being the Northwest Quarter of the Southeast Quarter (SW/4 SE/4) of Section 30, Block 56, Public School Lands Survey, Abstract No. 2291, Reevex County, Lexas.
1074	Donna J. Spivey	Petrohawk Properties, I.P.	8/12/2011	9/13/2011	899	82	6315	Texas	Reeves	8/12/2016	(See 25, Rik. 53 - 8F4) 24B OF acres of land, more or less, being the Northeast Quarter (NE/A), it Northeast Quarter (SE/A), it Northeast Quarter (SE/A), it Northeast Quarter (SE/A), it Northeast Quarter (SE/A), it and the South Half of the South Half of the Northeast Quarter (SE/SE/A), it Northeast Quarter (SE/SE/A), it and Street, it northeast Quarter (SE/A), it northeast Quarter (SE/A), it is not the Northeast Quarter (SE/A), it is not the Northeast Quarter (SE/A), it is not that Quarter (SE/A), it is not the Section 25, Block 53, Abstract 2294, Public School Land Survey, located in Revest County, Texas (Sec 29, Bilk. 54, SW/4), 64(100) acres, more or lest, being all of Section 24, Rlock 53, Abstract 2504, Public School Land Survey, located in Revest County, Texas (Sec 29, Bilk. 54, SW/4), 64(100) acres, more or lest, being the Southwest all of Section 29, Block 56, School File No. 94(10), Abstract 25(92), Public School Lands Survey, Revest County, Texas



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Lense No.	Leave Name	Lessee	Lease Date	Recordation Date	<u>Volume</u>	Page	Entry	State	County	Expiration Date	Legal Description
1075	Janis Oce Bourland Helicey	Petrobawk Properties; LP	8/12/2011	9/13/2011	599	73	6412	Tevas	Reews	8/12/2016	(Sec. 25, Blk. 53 - NF4) 240.00 acres of land, more or less, being the Northeast Quarter (NE4), Northeast Quarter of the Northwest Quarter (NF4) NW42, South Half of the Southwest Quarter (SF2 SW44), and the South Half of the South Half of the North Half of the Southwest Quarter (SF2 NF2 SW44) of Section 25, Block. 53, Abstract 2293, Public Land Survey, located in Reeves County, Texas (Sec. 25, Blk. 53 - NW4) 240.00 acres of land, more or less, being the Northwest Quarter of the Northwest Quarter (NW4 NW44), South Half of the North Half of the Southwest Quarter (NW4 NW44), South Half of the North Half of the Southwest Quarter (NW2 SW44), and the North Half of the South Half of the Southwest Quarter (NW2 SW44), and the North Half of the South Half of the Southwest Quarter (NW2 SW44), and the North Half of the South Half of the Southwest Quarter (NW2 SW44), to Section 25, Block. 53, Abstract 2293, Public Land Survey, located in Reeves County, Texas (Sec. 29, Blk. 56 - SW/4) 640.00 acres of land, more or less, being all of Section 24, Block. 53, Abstract 2294, Public School Land Survey, located in Reeves County, Texas (Sec. 29, Blk. 56 - SW/4) 640.00 acres, more or less, being the Southwest all of Section 29, Block 56, School Field South Abstract 22992, Public School Land Survey, Reeves County, Texas.
1076	State of Texas Agent McCamey Farm & Ranch, L.P. 41= 1118696	Legend Natural Gas IV, LP	942010	6/2/2011	882	595		Texas	Reeves	9/1/2015	(See 22, BB, \$3) 640,09 acres of land, more or less, being all of Section 22, Block 53, Public School Lands Survey, Abstract No. 3520, Reeves County, Texas (See 27, BB, \$3 - 87/2 & SW/4) 480.00 acres of land, more or less, being the North Half (N/2) and Southwest Quarter (SW/4) of Section 27, Block 53, Public School Lands Survey, Abstract N 3568, Reeves County, Texas (See 48, BB, \$3) 641.09 acres of land, more or less, being all of Section 38, Block 53, Public School Lands Survey, Abstract No. 2981, Reeves County, Texas, (See 47, BB, \$3 - 1/2 of SF/4) 80,00 acres of land, more or less, being the East Half of the Southeast Quarter (4/2 SF/4) 60,00 acres of land, more or less, being the Southeast Quarter (4/2 SF/4) of Section 47, Block 53, Public School Lands Survey, Abstract No. 3569, Reeves County, Texas, (See 47, BB, \$3 - 8/2) and SW/4 and W/2 of SF/4) 561.00 acres of land, more or less, being the North Half (N/2), the Southwest Quarter (W/3), and the West Half of the Southeast Quarter (W/3), the Southwest Quarter (W/3), and the West Half of the Southeast Quarter (W/3), the Southwest Quarter (W/3), and the West Half of the Southeast Quarter (W/3), the Southwest Quarter (W/3), and the West Half of the Southeast Quarter (W/3), the Southwest Quarter (W/3), the Southwest Quarter (W/3), the Southwest Quarter (W/3), the Southwest Quarter (W/3), and the West Half of the Southeast Quarter (W/3), the Southwest Quarter (W/3), and the West Half of the Southeast Quarter (W/3), the Southwest Quarter (W/3), and the West Half of the Southeast Quarter (W/3), and the West Half of the Southeast Quarter (W/3), and the West Half of the Southeast Quarter (W/3), and the West Half of the Southeast Quarter (W/3), and the West Half of the Southeast Quarter (W/3), and the West Half of the Southeast Quarter (W/3), and the West Half of the Southeast Quarter (W/3), and the West Half of the Southeast Quarter (W/3), and the West Half of the Southeast Quarter (W/3), and the West Half of the Southeast Quarter (W/3), and the West Half of the S



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26; 23, HL 531, 640.00 nerve, and hand, mone or bees, being all of Section 2.5, Hlve F 4, Pability, Sec. 25, 17, 164, 104, 104, 104, 104, 104, 104, 104, 10	0	Breine	sevet	3551	219	Z%H	1102/2/9	ันโชริ/ปร	43. VI zei) lendisk bosgs. I	metrol 3 aliadolik maak vaxal to atak =1 P d B 1) 1 =1 M	8201



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		Lessee	Lease Date	Recordation Date	Volume	Page	Entry	State	County	Expiration Date	Legal Description
1079	State of Texas Agent Panela Parker Clifton MF111869A	Legend Natural Gas IV, LP	9/1/2010	6/2/2011	882	625	3554	Texas	Rerves	9/1/2015	USec 22, IBL 53) 640.00 acres of land, more or less, being all of Section 22, Block 53, Public School Lands Survey, Abstract No. 3570, Recuse County, Texas (Sec 27, IBL 53NEZ & SWA), 480.00 acres to Land, more or less, being the North Half (N/2) and Southwest Quarter (SW/4) of Section 27, Block 53, Public School Lands Survey, Abstract VS68, Recuse County, Texas (Sec 38, IBL 53) 641.00 acres of land, more or less, being all of Section 38, Block 53, Public School Lands Survey, Abstract No. 2981, Recuse County, Texas (Sec 43, IBL 53) 641.00 acres of land, more or less, being the Fast Half of the Southwest Quarter (1/2 SF/4) of Section 47, Block 53, Public School Lands Survey, Abstract No. 2981, Recuse County, Texas (Sec 42, IBL 53NE2 and SWA) and WP2 of SF/4) S61.00 acres of land, more or less, being the North Half (N/2), the Southwest Quarter (SW/4), and the West Half of the Southwest Quarter (WS/44), and the West Half of the Southwest Quarter (WS/45), and the West Half of the Southwest Quarter (SW-42), and the West Half of the Southwest Quarter (WS/44), and Survey, Abstract No. 2569, Recuse County, Texas (Sec 34, IBL 53) 640.00 acres, more or less, being all of Section 48, Block 53, Public School Lands, Recuse County, Texas (Sec 48, IBL 53) 640.00 acres, more or less, being all of Section 48, Block 53, Public School Lands, Recuse County, Texas (Sec 46, IBL 53) 640.00 acres, more or less, being all of Section 48, Block 53, Public School Lands, Recuse County, Texas (Sec 46, IBL 53) 640.00 acres, more or less, being all of Section 48, Block 53, Public School Lands, Recuse County, Texas (Sec 46, IBL 53) 640.00 acres, more or less, being all of Section 48, Block 53, Public School Lands, Recuse County, Texas
1080	State of Texas Apont Rubbin Lee Young M1=1118691	Legend Natural Gas IV, LP	9/1/2010	6/2/2011	882	655	3557	Texas	Reries	9/1/2015	(See 22, Bik. 53) 640.00 acres, note or less, being all of Section 22, Block 53, Public School Lands Survey, Abstract No. 3570, Roeves County, Texas (See 27, Bik. 53 - N/2 & SW/41-480.00 acres of Land, more or less, being the North Half (N/2) and Southwest Quarter (SW/4) of Section 27, Block 53, Public School Lands Survey, Abstract 3568, Reves County, Texas (See 38, Bik. 53) 641.00 acres of Land, more or less, being all of Section 38, Block 53, Public School Lands Survey, Abstract No. 2981, Reves County, Texas (See 47, Bis. 53) - Ped of SEP/4 80.00 acres of land, more or less, being the Enst Half of the Southwest Quarter (SE/3-8) of Section 47, Block 53, Public School Lands Survey, Abstract No. 2981, See 37, Bik. 53 - N/2 and SW/4 and W/2 of SE/4) S61.00 acres of land, more or less, being the Enst Half of the Southwest Quarter (SW/41, and the West Half of the Southwest Quarter (SW/41, and the West Half of the Southwest Quarter (SW/41, and the West Half of the Southwest Quarter (SW/41, and the West Half of the Southwest Quarter (SW/41, and Swrvey, Abstract No. 5509, Reves County Texas (See 48, Bis. 53) 640.00 acres, more or less, being all of Section 48, Block 53, Public School Lands, Revers County, Texas (See 48, Bis. 53) 640.00 acres, more or less, being all of Section 48, Block 53, Public School Lands, Revers County, Texas (See 46, Bis. 53) 1640.00 acres, more or less, being all of Section 48, Block 53, Public School Lands, Revers County, Texas
4-C	State Of Texas - Blake Oil And Gas Corporation	Silverback Exploration EEC	8/15/2014	1/16/2015	1138	101		Teras	Reeves	8/15/2017	East 100 nees of the SE/A of Section 1, A. S442, Block 59, Public Lands Survey, Reeves Count Texas
- D	State Of Texas - Judson Operations Ltd Agent	Silverback Exploration LLC	9/26/2011	1/16/2015	1138	402		Tesas	Reeves	9/26/2017	Last 100 acres of the SE/A of Section 1, A-5442, Block 59, Public Landy Survey, Reeves Count Texts
- A	State Of Texas - Laj Corporation Agent	Silverback Exploration LLC	8/22/2014	1/16/2015	11.08	41.3		Fexas	Reeves	8/22/2017	Fast 100 peres of the SE/A of Section 1, A-5442, Block 59, Public Lands Survey, Reeves Count Lexas
-3	State Of Texas - Sigmor toe Agent	Silverback Exploration LLC	W23/2014	1/16/2015	1138	424		Texas	Roevex	9/22/2017	Fast 100 acres of the SP/4 of Section 1, A5432, Block 59, Public Lands Survey, Reeves Conn. Lexis.
3. C	State Of Texas - Reveily Marshio Agent	The Bellomy Group LLC	12/16/2014	1/1.4/2015	1138	19		Texas	Recves	12/16/2017	The SEA of Section 7, Block 59, Public Schools Lands, Reeves County, Texas
	State Of Texas - Charlene Welch Agent	The Bellomy Group LLC	12/16/2014	1/14/2015	11.18	10		Tesas	Reeves	12/16/2017	The SE24 of Section 7, Block 59, Public Schools Lands, Reeves County, Texas
- 5	State Of Texas - Charles F George Agent	The Bellinny Group LLC	12/16/2014	1/14/2015	11.18	750		Treas	Reeves	12/16/2017	The SE/G of Section 7, Block 59, Public Schools Lands, Reeves County, Texas
E			12/16/2014	1/14/2015	1137	761		Totas	Recves	12/16/2017	The SEA of Section 7, Block 59, Public Schools Lands, Recycl County, Texas The SEA of Section 7, Block 59, Public Schools Lands, Recycl County, Texas
JE	State CW Torse Chale A Chause A		1 (2/110/2111)	1/10/2015	11,77	7.7		The second second			
JE	State Of Texas - Clyde A George Agent	The Hellomy Group LLC		1/14/2015	1117	7634					The CLift of Carting 7 Block 50 Dubble Cabonia Lands Regres County Taylor
JE	State Of Texas - Clyde A George Agent State Of Texas - Cynthia Lynn Wilson Agent	The Belliony Group LLC	12/16/2014	1/14/2015	11.17	760		Texas	Reeves	12/16/2017	The SE/4 of Section 7, Block 59, Public Schools Lands, Reeves County, Texas
JE FA	State Of Texas - Clyde A George Agent State Of Texas - Cynthin Lynn Wilson Agent State Of Texas - James R George Ir Fr Al Agent	The Bellomy Group LLC The Bellomy Group LLC	12/16/2014 12/16/2014	1/14/2015	11.38	1		Texas	Reeves	12/16/2017	The SEA of Section 7, Block 59, Public Schools Lands, Reever County, Texas
JE	State Of Texas - Clyde A George Agent State Of Texas - Cynthia Lynn Wilson Agent	The Belliony Group LLC	12/16/2014			-			The state of the s		





Exhibit A-L Leases

117183	Leave Name	Lasset	Leuse Date	Recordation Dute	Volume	Page	Entry	State	County	Expiration Date	Legal Description
	State Of Texas - Vivie Ann Dodd Agent State Of Texas - Coates Energy Interest Ltd Agent	The Bellomy Group LLC	12/16/2014	1/14/2015	1137	733		Texas	Reeves	12/16/2017	The SE/4 of Section 7, Block 59, Public Schools Lands, Reeves County, Texas
0004	State Of Texas - Coates Energy Interest Ltd Agent	The Bellomy Group LLC	9/16/2014	10/10/2014	1112	475	7111192.0111117-11011	Texas	Recycs	9/16/2017	All of Section 9, Block 59, PSL Survey, Reeves County, Texas
_	State Of Texas - Contex Energy Trust Agent	The Bellomy Group LLC	9/16/2014	10/10/2014	1112	462		Texas	Reeves	9/16/2017	All of Section 9, Block 59, PSL Survey, Reeves County, Texas
- 1	State Of Texas - Mary Jane Megary A Feme Sole Agent	The Bellomy Group LLC	7/30/2014	8/20/2014	1098	737		Texas	Reeves	7/30/2017	All of Section 9, Block 59, PSL Survey, Reeves County, Texas
4	State Of Texas - Migary Family Trist to Al Agent	The Bellomy Group LLC	7/30/2014	8/20/2014	1098	326		Texas	Reeves	2/30/2017	All of Section 9, Block 59, PSL Survey, Reeves County, Texas
	State Of Texas - Megary Living Trust Et Al Agent	The Bellomy Group LLC	7/30/2014	8/20/2014	1098	715		Texas	Reeves	7/30/2017	All of Section 9, Block 59, PSI, Survey, Reeves County, Texas
7196		The Bellomy Group LLC	1/15/2015	1/28/2015	1141	220		Texas	Reeves	1/15/2018	The W/2 SE/4 of Section 12 Block 50, PSI. Survey, and the W/2 of NW/4 of Section 13, PSI Survey, Review County, Texas.
1348	State Of Texas - Blake Oil And Gas Corporation Agent	Silverback Exploration LLC	8/15/2014	1/16/2015	1138	135		Texas	Reeven	8/15/2017	The E/2 NE/A of Section 12, Block 59, PSL Survey, Recyes County, Texas
	State Of Texas - Elicin Grilley Green Agent	The Bellony Group LLC	1/7/2013	1/28/2015	1.14)	211		Texas	Reeves	1/7/2018	The W/2 SE/4 of Section 12 Block 59, PSL Survey, and the W/2 of NW/4 of Section 13, PSL Survey, Reeves County, Texas
7088		The Belliumy Group LLC	12/1/2014	12/11/2014	1130	192		Texas	Reeves	12/1/2017	The E2 of SU/4 & W/2 of NE/4 of Section 12, Block 59, PSL Survey, and the I/2 of NW/4 of Section 13, Block 59, PSL Survey, Recycle County, Texas
348	State Of Texas - Judson Operations Ltd Agent	Silverback Exploration LLC	9/26/2014	1/16/2015	1138	446		Texas	Reeves	9/26/2017	The 1/2 NI/4 of Section 12, Block 59, PSI, Survey, Reeves County, Texas.
130	State Of Texas - Enneth W Parker Agent State Of Texas - Laj Corporation Agent	The Bellony Group LLC	10/9/2014	10/15/2014	1114	30.4		Texas	Reeses	10/9/2017	The W/2 NW/4 of Section 12, Block 59, PSL Survey, Reeves County, Texas The W/2 NW/4 of Section 2, Block 59, PSL Survey, Reeves County, Texas
134	State Of Texas - Laj Corporation Agent	The Bellomy Group LLC	8/22/2014	1/16/2015	1138	457		Texas	Reeves	8/22/2017	
1196	State Of Texas - Lauren Grilley Agent	The Bellumy Group LLC	1/15/2013	1/28/2015	1141	202		Texas	Reeves	1/15/2018	The F/2 NP/4 of Section 12, Block 59, PSL Survey, Recoes County, Texas The W/2 SF/4 of Section 12 Block 59, PSL Survey, and the W/2 of NW/4 of Section 13, PSL
	State Of Texas - Linda L Grilley Agent	The Bellinny Group LLC	11/26/2014	12/11/20:14	1136	183		Texas	Reeves	11/26/2017	Survey, Reeves County, Texas. The W/2 of SE/4 of Section 12, Block 59, PSL Survey, and the W/2 NW/4 of Section 13, Block 59, PSL Survey, and the W/2 NW/4 of Section 13, Block 59, PSL Survey.
	State Of Texas - Midland Aog Partners Ltd Agent	The Bellomy Group LLC	9/10/2014	10/15/2014	1114	286		Texas	Reeves	9/10/2017	 PSI, Survey, Preves County, Texas PSI, Survey, and the E/2 NE/4 of Section 12, Block 59, PSI, Survey, and the E/2 NW/4 of Section
086	State Of Texas - Paul Harvey Oden Agent State Of Texas - Sigmar Inc Agent	The Bellomy Group LLC	8/6/2014	10/15/2014	1114	277		Texas	Reeves	8/6/2017	Block 59, PSL Survey, Recives County, Texas South 60 acres of F/2 NW/I and F/2 SW/I of Section 12, Block 59, PSL Survey, Recives Can
345	State Of Texas - Sigmar Inc Agent	Silverback Exploration LLC	9/22/2014	1/16/2015	1138	468		Texas	Reeves	9/22/2017	Texas
- 00	State Of Texas - Wade P Knehl Agent	The Bellomy Group LLC	9/10/2014	10/15/2014	V Marriago - P	Trouble C		-			The E/2 NE/4 of Section 12, Block 59, PSL Survey, Reeves County, Fexas The E/2 SE/4 & W/2 NE/4 of Section 12, Block 59, PSL Survey, and the E/2 NW/4 of Section
08%	State Of Texas - Wade P Kochl Agent State Of Texas - Walking O Lp State Of Texas - Hole Oil And Gax Corporation Agent	The Bellomy Group LLC	8/6/2014	10/15/2014	1114	295		Texas	Rneves	9/10/2017	Plock 39, PSL Survey, Record County, Teams South 60 neres of Et.) NWA and Et.2 SWA of Section 12, Block 59, PSL Survey, Record County.
74-7	State Of Texas - Blake Oil And Gas Corporation	Silverback Exploration LLC	8/15/2014		1114	250		Texas	Renves	8/6/2017	Texas
089	Agent State Of Texas - Coalone Rev Trust Of 1994 Agent	The Bellomy Group LLC	The second second	1/16/2013	1118	470		Texas	Reeves	8/15/2017	The 1/2 N1/4 and 1/2 SW/4 of Section 13, Block S9, PSI Survey, Recves County, Texas
100	State Of Texas - Ollean M Stevenson Et Al		9/9/2014	11712/2014	1121	167		Texas	Reeves	979/2017	The 1/2 SE/4 & W/2 NE/4 of Section 12, Block 59, PSL Survey, and the 1/2 NW/4 of Section Block 59, PSL Survey, Reeves County, Texas
2117	State Of Texas - Judson Operations Ltd Agent	The Bellomy Group LLC	12/1/2014	12/11/2014	1130	192		Texas	Reeves	12/1/2017	The E/2 of SE/4 & W/2 of SE/4 of Section 12, Block 50, PSL Survey, and the E/2 of SW/4 of Section 13, Block 50, PSL Survey, Receive County, Texas
271	State Of Texas - Judson Operations Ltd Agent	Silverback Exploration LLC	9/26/2014	1/16/2015	1138	490		Texas	Recyes	9/22/2017	The E/2 NE/4 and E/2 SW/4 of Section 13, Block 59, PSL Survey, Reeves County, Texas
- :	A State Of Texas - Laj Corporation Agent	Silverback Exploration LLC	8/22/2014	1/16/2015	1138	501		Icxas	Reeves	8/22/2017	The 192 NL/4 and E/2 SW/4 of Section 13, Block 59, PSL Survey, Reeves County, Texas
7196	State Of Toxas - Linda L Grilley Agent	The Bellomy Group LLC	11/26/2014		1130	183		Texas	Recves	(1/26/2017	The W/2 of SE/4 of Section 12, Block 59, PSL Survey, and the W/2 NW/4 of Section 13, Blo 59, PSL Survey, Recors County, Texas
0877	State Of Texas - Osado Properties Ltd Agent	The Bellomy Group LLC	12/10/2014	1/14/2015	1138	28		Texas	Rentes	12/10/2017	The W/2 SU/4 of Section 12 Block 59, PSL Survey, and the W/2 of NW/4 of Section 13, PSL Survey. Recyce Condit. Texas
08.17		The Bellomy Group LLC	8/6/2014	19/15/2014	1114	268		Tesas	Reeves	8/6/2017	The E/7 SE/4 of Section 13, Block 59, PSL Survey, Receys County, Texas
347	State Of Texas - Sigmar Inc Agent	Silverback Exploration LLC	9/22/2014	1/16/2015	1138	512		Texas	Recyes	0/22/2017	The L/2 NE/A and L/2 SW/4 of Section 13, Block 59, PSL Survey, Reeves County, Texas
087	State Of Texas - Walking O.Lp	The Bellumy Group LLC	8/6/2014	10/15/2014	1114	250		Texas	Reeves	8/6/2017	
16960	State Of Texas - Jonne Bailey Agent	The Bellomy Group LLC	7/29/2014	8/20/2014	1098	708		Texas	Reeves	7/29/2017	The 1/2 SE/4 of Section 13, Block 59, PSL Survey, Recess County, Texas The W/2 of SW/4 and W/2 of SI/4 of Section 14, Block 59, PSL Survey, Recess County, Tex
	Anne Schrock La Fever	The Bellomy Group LLC	3/1/2014	7/16/2014	1089	588		Texas	Reeves	7/1/2017	The South 137,1428 acres of the Nurth Half of Section 15, Block 59, Public School Lands Su- Record County, Texas
	Aubrey William Trayler	The Bellomy Group LLC	6/20/2014	7/16/2014	1080	507		Texas.	Reeves	6/20/2017	The South 137 1428 acres of the North Half of Section 15, Block 59, Public School Lands Sur
	Barbara H Goedrum	The Bellomy Group LLC	7/2/2014	7/24/2014	1091	235		Texas	Reeves	7/2/2017	Pervex County, Texas The South 137, 1478 acres of the North Half of Section 15, Block 59, Public School Lands Su
	Betsy Wolverton Dipilato	The Bellumy Group LLC	8/11/2014	8/20/2014	1098	632		Lexis	Rooses	8/11/2017	Recyce County, Toxas The South 137 1428 acres of the North Half of Section 15, Block 59, Public School Lands Sur
	Carol Sue Gray	The Bellomy Group LLC	8/11/2014	8/20/2014	1098	611		Texas	Reeses	8/11/2017	Peexes County, Texas The South 137:1128 acres of the North Half of Section 15, Block 59, Public School Lands Sur
	Carolyn C Tinney	The Belliumy Group LLC	12/1/2014	12/11/2014	1130	207		Texas	Reeves	12/1/2017	Recese County, Tesas The South 137,1428 acres of the North Half of Section 15, Block 59, Public School Linds Sur- Recese County, Lexas
	David E Coppett lii	The Bellomy Group LLC	7/21/2014	8/12/2014	1096	460		Texas	Reeves	7/21/2017	Receive County, Texas. The South 117,1428 acres of the North Half of Section 15, Block 59, Public School Lands Sur- Receive County, Texas.



MIT

Exhibit A-1 Leases

Leuse No.	Lease Name	Lessee	Lease Date	Recordation Date	<u>Volume</u>	Page	Entry	State	County	Expication Date	Legal Description
	Desert Partners V Lp	The Hellomy Group LLC	7/1/2014	8/12/2014	1096	412		Texas	Reeves	7/1/2017	The North 182 6/7 acres of the N/2 of Section 15, Block 59, PSL Survey, Reeves County, Texas
	Ellen C Tribett	The Bellony Group LLC	12/1/2014	12/11/2014	1130	2013		Texas	Reeves	12/1/2017	The South 137.1428 acres of the North Half of Section 15, Block 59, Public School Lands Survey, Review County, Texas
	Gerakline Millwee Estate	The Bellomy Group LLC	10/29/2014	11/12/2014	1121	578		Texas	Reeves	10/29/2017	The SW/4 SW/4 of Section 15, Block 59, PSL Survey, Reeses County, Texas
	Harriett () Hackney	The Bellomy Group LLC	12/5/2014	1/14/2015	1138	61		Texas	Recres	12/5/2017	The South 137 1428 acres of the North Half of Section 15, Block 59, Public School Lands Survey, Recycl County, Texas
	Inck G Harris	The Hellomy Group LLC	7/14/2014	8/12/2014	1096	147		Texas	Reeves	7/14/2017	The South 137.1428 acres of the North Half of Section 15. Block 59, Public School Lands Survey, Reeves County, Texas
	John G Hackney Jr	The Bellomy Group LLC	7/23/2014	11/12/2014	1121	604		Texas	Reeves	7/23/2017	The South 137 1428 acres of the North Half of Section 15, Block 30, Public School Lands Survey, Preses County, Texas
	John Wesley Bookhultz Trust	The Bellomy Group LLC	7/14/2014	8/12/2014	1006	451		Fexas	Reeves	7/14/2017	The South 137 1428 acres of the North Half of Section 15, Work 39, Public School Londs Survey, Proved County, Texas
	Judith Adair Howie	The Bellowy Group LLC	7/1/2014	7/16/2014	1089	584		Texas	Reeves	7/1/2017	The South 132 1428 acres of the North Hulf of Section 15, Block 59, Public School Lands Survey, Review County, Texas
	Kathryn W Careey	The Bellomy Group LLC	11/21/2014	12/11/2014	1130	21.1		Texas	Reeves	11/21/2017	The South 137 1428 acres of the North Hulf of Section 15, Block 59, Public School Lands Survey, Reeses County, Texas
	Kristan N (telfield	The Bellomy Group LLC	12/2/2014	1/14/2015	1138	6,5		Texas	Reeves	12/2/2017	The South 137,1428 acres of the North Half of Section 15, Block 59, Public School Lands Survey, Recves County, Texas
	Lark W Anderson	The Bellomy Group LLC	1172472014	12/11/2014	1130	219		Texas	Reeves	11/24/2017	The South 137 1428 acres of the North Half of Section 15, Block 59, Public School Lands Survey, Reeves County, Texas
	Marsha R Grant	The Bellomy Group LLC	7/10/2014	7/21/2014	1091	23.0		Texas	Recves	7/10/2017	The South 137 1428 acres of the North Half of Section 15, Block 59, Public School Lands Survey, Regist County, Texas
	Mary Dianne Trayler Matjeka	The Bellomy Group LLC	6/2 1/2014	7/16/2014	1080	602		Texas	Reeves	6/23/2017	The South 137.1428 acres of the North Half of Section 15, Black 59, Public School Lands Survey, Recese County, Texas
	Nancy Jo Bonne	The Bellony Group LLC	7/22/2014	8/12/2014	1096	457		Texas	Reeves	7/22/2017	182,857 acres of land, more or less, being the North 182,857 acres of the North Half of Section 15, Block 59, PSL Survey, Reeves County, Texas
	Richard F. Wolverton	The Bellomy Group LLC	8/11/2014	8/20/2014	1098	637		Texas	Reeves	8:11/2017	The South 137.1428 acres of the North Half of Section 15, Block 59, Public School Lands Survey, Recogn County, Texas
	Robbie Ruth Trayler Robitaille	The Bellomy Group LLC	6/23/2014	7/16/2014	1039	508		Texas	Reeves	6/23/2017	The South 137.1428 acres of the North Holf of Section 15, Block 59, Public School Lands Survey, Recves County, Texas
70706	Ruth C Buchanan	The Bellomy Group LLC	2/21/2014	8/12/2014	1096	464		Texas	Reeves	7/21/2017	The South L37.1428 acres of the North Half of Section 15, Block 59, Public School Lands Survey, Reeves County, Texas
17020A	State Of Texas - Camellia Land Inc Agent	The Bellomy Group LLC	9/18/2014	10/10/2014	1112	423		Texas	Reeves	9/18/2017	The SU/4 of Section 15, Block 59, PSI, Survey, Regves County, Texas
7019C	State Of Texas - Cindy Seybert Rinebart Agent	The Bellomy Group LLC	8725/2014	9/3/2014	1101	764		Texas	Reeves	8/25/2017	The N/2 SW/4 and SE/4 SW/4 of Section 15, Block 59, PSL Survey, Reeves County, Texas
7020 3	State Of Texas - Leslie Fore- Agent	The Bellomy Group LLC	8722/2014	8/26/2014	1100	28		Texas	Recves	8/22/2017	The SF/4 of Section 15, Block 59, PSI, Survey, Reeyes County, Texas
7029 3	State Of Texas - Linda Hene Lewis Agent	Silverback Exploration LLC	9/18/2014	10/10/2014	1112	18.8		Texas	Reeves	9/18/2017	The N2 SW/4 and St/24 SW/4 of Section 15, Block 59, PSL Survey, Reeves County, Texas
, X	State Of Teans - Lowiy Lewis Agent	Silverback Exploration LLC	9/18/2014	10:10/2014	1112	49.7		Texas	Reeves	9/18/2017	The S/2 SW/4 and SE/4 SW/4 of Section 15, Block 59, PSL Survey, Reeves County, Texas
D	State Of Texas - Mary Ann Kawaja Agent	The Bellomy Group LLC	12/15/2014	1/28/2015	1112	193		Texas	Recves	12/15/2017	The N/2 SW/4 and SI/4 SW/4 of Section 15, Block 59, PSL Survey, Reeves County, Texas
1020 C	State Of Texas - The Bellomy Group Lk - Agent	Silverback Exploration LLC	10/22/2014	2/9/2015	1143	75.2		Teras	Recyes	10/22/2017	The SE/A of Section 15, Block 59, PSL Survey, Reeves County, Texas
	The Wolveston Trust	The Bellomy Group LLC	12/18/2014	1/28/2015	1141	174		Texas	Reeves	12/18/2017	The South 137 1428 acres of the North Hall of Section 15, Work 59, Public School Lands Survey, Beaver County, Texas
	William High Grant	The Bellinny Group LLC	7/10/2014	7/21/2014	1001	231		Lexas	Reeves	7/10/2017	The South 132 1428 acres of the North Half of Section 15, Block 59, Public School Lands Survey, Peeves Conny, Texas
	William R Wolverton Ir	The Bellomy Group LLC	11/30/2014	12/11/2014	1130	21.5		Texas	Reeves	11/30/2017	The South 137,1428 acres of the North Half of Section 15, Block 59, Public School Lands Survey, Beeves County, Texas
1085A	State Of Texas - Gloria Jean Swisher Agent	The Bellomy Group LLC	7/11/2014	10/10/2014	1112	51.5		Texas	Reevev	7/11/2017	187.5 acres of land, more or less, out of the Northwest Part and Fast and South Parts of West Part of Section 29, Block 59, Public Schools Lands, Recess County, Texas
	State Of Texas - M Brad Benoeft Ft Al Agent	The Bellomy Group LLC	9/19/2014	10/10/2014	1112	449		Texas	Reeves	9/19/2017	137.5 acres out of the NW and S parts of the middle 232.5 acres of Section 29, Block 59, PSI, Survey, Reeves County, Texas
082 A	tate Of Texas - Marrow Harrison Interests Lie Agent Blake Oil And Gas Corporation Therese Edwards Na hole Ecompt Trust	The Bellomy Group LLC	7/1/2014	10/10/2014	1112	506		Texas	Reeves	7/1/2017	West 95 acres of the East 195 acres of the North Half of Section 29, Block 59, PSL, Reeves County, Jevas
7084 (V	Blake Oil And Gas Corporation	Silverback Exploration LLC	8/15/2014	1/16/2015	1138	57.3		Texas	Reeves	871372017	All of Section 31, Block 59, PSI, Survey, Reeves County, Texas
	Therese Filwards Nichols Exempt Trust	Silverback Exploration LLC	10/2/2011	1/16/2015	1138	567		Texas	Recyes	10/2/2017	All of Section 31, Block 59, PSL Survey, Reeves County, Texas
7345	Of Texas - Blake Oil And Gas Corporation	Silverback Exploration LLC	8/13/2014	1/16/2015	1138	380		Texas	Reeves	8/15/2017	The NF/A NF/4 Section 32, Block 50, PSL Survey, Reeves County, Texas
6893	tate Of Texas - Marrow Harrison Interests Lie Agent	The Bellomy Group LLC	7/8/2014	8/26/203-1	1100	14		Texas	Recves	7/8/2017	The East Half of Section 37, Block 53, PSL, Reeves County, Texas
1707117	State Of Texas, Charles B Winning Vannt	The Bellomy Group LLC	7/15/2014	8/20/2014	1098	218		Teras	Reeves	7/15/2017	The M/2 of Section 43, Block 56, Public School Lands Survey, Abstract 5757, Reeves County, Texas
· A	State Of Texas - Deer Petroleum Land Management Lle Agent	The Bellomy Group LLC	2/15/2014	8/26/2014	1100	4.8		Texas	Reeves	7/15/2017	The N/2 of Section 13, Block 56, Public School Lands Survey, Abstract 5757, Reeves County,

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	Lease Name	Lessee	Lease Date	Recordation Date	Volume

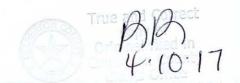
Lease No.	Lease Name	Læssee	Lease Date	Recordation Date	<u>Volume</u>	Page	Entry	State	County	Expiration Date	Legal Description
MGI #21	State of Texas General Land Office	Wise & Susong, LLC	1717/2017	3/8/2017			17-03839	TX	Reeves .	1/17/2020	SF/4 of Section 27, Block 53, PSL Survey, Reeves County, Texas
MGL#22	State of Texas General Land Office	Wise & Susong, LLC	1/17/2017	3:8/2017			17-03838	TX	Reeves	1/17/2020	NW/4 of Section 35, Block 53, PSL Survey, Reeves County, Texas
MGI #23	State of Texas General Land Office	Wise & Susong, LLC	1/17/2017	3/8/2017			17-03840	TX	Reeves	1/17/2020	E/2 of SE/4 of Section 47, Block 52, PSL Survey, Reeves County, Texas



Wells

- 1. State Gateway 22 2H API: 42-389-34930
- 2. State Johnny Cash 23 2H API: 42-389-35064
- 3. State Gateway 38 5H API: 42-389-35218
- 4. Orbison 28 6H API: 42-389-34995
- 5. Santana 29 2H API: 42-389-35266
- 6. State Muddy Water 30 2H API: 42-389-34985
- 7. State BB King 32 2H API: 42-389-34984
- 8. Gateway 21 SWD 1 API: 42-389-34925





Schedule 2

Certain Excluded Assets

- Crude Oil Purchase Agreement and Amendment, dated March 1, 2016, by and among Sunoco Partners Marketing & Terminals LP and Endurance Resources Holdings II LLC.
- Gas Gathering and Processing Contract and 1st, 2nd, and 3rd Amendments, dated August 4, 2015, by and among Eagleclaw Midstream Ventures, LLC and Endurance Resources LLC.
- 3. Credit Agreement, dated January 6, 2017, by and between Atlantic Resources II Holding Co., LLC, as Borrower, and JPMorgan Chase Bank, N.A., as Administrative Agent, and the Lenders party to such Credit Agreement.
- 4. Gas Treating Agreement and Amendment, dated May 20, 2016, by and between Kinder Morgan Treating LP and Endurance TX, LLC.
- 5. Endurance Salt Water Disposal Agreement for Gateway 21 SWD, dated November 1, 2015, by and between Ola Kathleen Parker Independent Executor of Estate of J Loyd Parker III, Allison Renee Parker, Michelle Elise Parker Jordan, Pamela Parker Clifton, Christopher Matthew Clifton, Cale Andrew Clifton, Kelli Clifton Gossmann, McCamey Farm & Ranch LP, Robin Lee Young, Young Cottonwood Oil & Gas LP and Endurance Resources Holdings II LLC.



True 101-1-

O0000093563 FILED FOR RECORD AT 1:13 O'CLOCK P. M. ON THE 10th DAY OF April A.D., 2017 Linda McDonald	STATE OF TEXAS COUNTY OF CULBERSOI I hereby certify that this instrument was FILED on the date and at the time stamped hereon by me and was duly RECORDED in the Volume and Page of the Records of Culberson County, Texas.
COUNTY AND DISTRICT CLERK CULBERSON COUNTY, TEXAS	COUNTY AND DISTRICT CLERK CULBERSON COUNTY, TEXAS
DEPUTY	

	35.
THE STATE OF TEXAS	a transfer of the same of
COUNTY OF CULBERSO	N I, Linda McDonald, Clerk of the County Court in an
for said County and State,	do hereby certify that the foregoing is a true and 10 Ment 7 B.D. Gated H.N.C.
1011	my office this 10th day of HOME
	M, Ander Clerk's File No. 2503 to be
recorded in the	Records of Culberson County
Texes.	1. H
TO CERVIFY WHICH,	Witness my hand and seal at Van Horn this
day of ATUTA	2011
By SOSON	LINDA McDONALD, COUNTY CLERK CULBERSON COUNTY, TEXAS
/	/ 1



17-05953 FILED FOR RECORD REEVES COUNTY, TEXAS Apr 10, 2017 at 02:12:00 PM

ID 10374 Reeves (Recorded V) M=111869 et al

This document prepared by, and when recorded return to:

Kirkland & Ellis LLP 600 Travis Street, 33rd Floor Houston, TX 77002

Attention:

Ryan Martin 713-835-3747

Telephone: Fax:

713-835-3601

ASSIGNMENT AND BILL OF SALE

This Assignment and Bill of Sale (this "Assignment") from Atlantic Resources II Interests LLC, a Delaware limited liability company with an address at 300 N. Marienfeld Street, Suite # 600, Midland, Texas 79701 (the "Assignor"), to North Reeves Development LLC, a Delaware limited liability company with an address at P.O. Box 845, New York, NY 10150 (the "Assignee") is executed on the dates set forth in the respective notary certifications below, but effective for all purposes as of 12:01 a.m. in Houston, Texas on March 1, 2017 (the "Effective") Date"). off 3-1-17

RECITALS

WHEREAS, Assignor owns interests in and to certain oil and gas leases, units, lands, and other assets as more specifically set forth herein; and

WHEREAS, pursuant to that certain Purchase and Sale Agreement by and among Assignor and Assignee dated as of March 1, 2017 (as amended, the "Purchase Agreement"), Assignor has agreed to assign to Assignee certain undivided interests in and to the Assets (as hereinafter defined).

ASSIGNMENT

- Assignment. NOW THEREFORE, Assignor, for and in consideration of the sum of Ten Dollars (\$10) cash in hand paid and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, hereby GRANTS, BARGAINS, SELLS, AND CONVEYS, and by these presents has GRANTED, BARGAINED, SOLD, AND CONVEYED unto Assignee (1) an undivided twenty percent (20%) of Assignor's right, title, and interest in and to the assets described in paragraphs (a) through (l) and (2) all of Assignor's right, title, and interest in and to the assets described in paragraph (m) (collectively the "Assets"):
- the oil and gas leases, oil, gas, and mineral leases and subleases, carried interests, operating rights, and record title interests described on Exhibit A-1, and, without limiting the foregoing, all (i) rights, privileges, benefits and powers conferred upon the holder of such leases and interests with respect to the use and occupation of the lands covered thereby; (ii) royalties, overriding royalty interests, nonparticipating royalties, reversionary interests, carried

Assignment and Bill of Sale

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interests, options, convertible interests, net profits interests, payments out of production, contractual rights to production, farmout rights, and other similar rights, properties and interests to Hydrocarbons produced or in place and any other interests in the lands described on Exhibit A-1; and (iii) tenements, hereditaments, and appurtenances belonging to such leases and such pooled areas or units and other rights (of whatever character, whether legal or equitable, vested or contingent, and whether or not the same are expired or terminated) in and to the Hydrocarbons in, on, under, and that may be produced from, the lands described on Exhibit A-1 (such undivided twenty percent (20%) interest, collectively, the "Leases");

- (b) any and all Hydrocarbon, water, CO2, or injection or disposal wells located on the Leases or on lands pooled, communitized, or unitized therewith, including the interests in the wells shown on Exhibit A-2, in each case, whether producing, non-producing, permanently or temporarily plugged and abandoned, and whether or not fully described on any Exhibit A-2 (such undivided twenty percent (20%) interest, the "Wells");
- (c) all pooled, communitized, or unitized acreage which includes all or part of any Leases, and all tenements, hereditaments, and appurtenances belonging thereto (such undivided twenty percent (20%) interest, the "Units" and, together with the Wells and Leases, the "Properties");
- (d) all currently existing contracts, agreements, and instruments pertaining to the other Assets (to the extent applicable to the other Assets), including unitization, pooling, and communitization agreements; declarations and orders; area of mutual interest agreements; farmin and farmout agreements; operating agreements; exploration agreements; joint venture agreements; participation agreements; development agreements; exchange agreements; purchase and sale agreements and other contracts in which Assignor acquired interests in any other Asset; compressor agreements; gathering agreements; agreements for the sale and purchase of Hydrocarbons from the Assets; disposal agreements; transportation agreements; and processing agreements (the "Contracts"); provided, however, that the term "Contracts" shall not include this Assignment, any document executed pursuant to this Assignment, the Leases and other instruments constituting Assignor's chain of title thereto;
- (e) all easements, surface permits, surface licenses, servitudes, rights-of-way, surface leases, and other rights to use the surface appurtenant to, and used or held for use solely in connection with, the Properties (such undivided twenty percent (20%) interest, the "Rights of Way");
- (f) all equipment, machinery, fixtures, and other tangible personal property and improvements that are located on the Properties or are used or held for use primarily in connection with the ownership or operation of the Properties or any of the other Assets or the production, treatment, storage, disposal, or transportation of Hydrocarbons or other substances thereon or therefrom (including all wellhead equipment, pumps, pumping units, Hydrocarbon measurement facilities, flowlines, gathering systems, piping, pipelines, compressors, tanks, treatment facilities, injection facilities, disposal facilities, compression facilities, and other materials, supplies, facilities and machinery) (such undivided twenty percent (20%) interest, the "Equipment");

Assignment and Bill of Sale

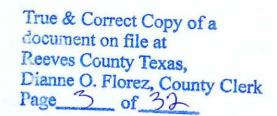
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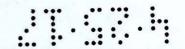
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- copies of all G&G Data, to the extent copies of such G&G Data is transferable without the payment of a fee or other consideration, unless Assignee agrees in writing to pay the fee or other consideration;
- all Hydrocarbons produced from, or attributable to, the Properties from and after the Effective Date; all Hydrocarbon inventories from or attributable to the Properties that are in storage on the Effective Date; and, to the extent related or attributable to the Properties, all production, plant, and transportation imbalances attributable to the Properties as of the Effective Date (provided, however, that Assignee's rights to the inventories and imbalances described in this subsection (h) shall be satisfied solely pursuant to Sections 2.3(c) and 2.3(d) of the Purchase Agreement);
- all contracts of insurance and all claims, rights and interests of Assignor or any Affiliate of Assignor (A) under any policy or agreement of insurance or indemnity agreement, (B) under any bond or security instrument, or (C) to any insurance or condemnation proceeds or awards arising, in each case, (i) from acts, omissions or events, or damage to or destruction of an Asset after the Effective Date, or (ii) in connection with an Assumed Obligation;
- any audit rights and rights to reimbursement with respect to all costs and revenues associated with any audit of Property Costs covering periods for which Assignee is in whole or in part responsible for the Assets, which adjustments arising from such audits are paid or received prior to the Cut-Off Date;
- any refunds, claims for refunds or rights to receive refunds from any Governmental Authority with respect to Taxes that are Purchaser Taxes;
- refunds relating to the overpayment of royalties by or on behalf of Assignee to any Governmental Authority, to the extent relating to royalties paid with respect to Hydrocarbon production from the Assets after the Effective Date, whether received before, on, or after the Effective Date; and
- copies of all lease files and land files (including title curative documents); division order files; abstracts; title opinions; contract files; Asset Tax records; operations, environmental and accounting records; reserve reports; and well, facility and production records of Assignor; to the extent relating to the Properties, but excluding, in each case:
 - (A) all originals of the aforementioned files and records;
- all corporate, financial, Tax, and legal data and records of Assignor that relate to Assignor's business generally (whether or not relating to the Assets) or to Assignor's business, operations, assets, and properties not expressly included in this Assignment;
- any data, software, and records to the extent disclosure or transfer is prohibited or subjected to payment of a fee or other consideration by any license agreement or other agreement, or by applicable Law, and for which no consent to transfer has been received (provided Assignor has used commercially reasonable efforts to obtain a waiver of

Assignment and Bill of Sale





such consent) and/or for which Assignee has not agreed in writing to pay the fee or other consideration, as applicable;

- (D) all legal records and legal files of Assignor, including all work product of, and attorney-client communications with, Assignor's legal counsel (other than Leases, title opinions, environmental reports, Contracts and any instruments that relate to or cover any Assumed Obligation);
- (E) data and records relating to the sale of the Assets, including communications with the advisors or representatives of Assignor or its Affiliates; and
- (F) any data and records relating to the Excluded Assets or assets and properties not expressly included in this Assignment.
 - (Clauses (A) through (F) shall hereinafter be referred to as the "<u>Excluded Records</u>" and subject to such exclusions, the data, software and records described in this <u>Section 1(m)</u> are referred to herein as the "<u>Records</u>".).

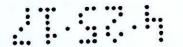
EXCEPTING AND RESERVING to Assignor, however, the Excluded Assets (as defined below).

- TO HAVE AND TO HOLD the Assets unto Assignee, its successors and assigns, forever, subject, however, to the terms and conditions of this Assignment and the Purchase Agreement.
- Section 2. <u>Excluded Assets</u>. Notwithstanding anything to the contrary in <u>Section 1</u> or anywhere else in this Assignment, the following rights and interests (collectively, the "<u>Excluded Assets</u>") are not included in the definition of Assets, and Assignor hereby expressly reserves, excepts and retains unto Assignor all of Assignor's right, title and interest in and to the following:
- (a) Eighty percent (80%) of Assignor's undivided right, title and interest in and to assets and properties described in Section 1(a) through 1(l) and any Potential Additional Leases that are not timely acquired by Assignor in accordance with Section 6.8 of the Purchase Agreement;
 - (b) the Excluded Records;
- (c) all of Assignor's seismic and micro-seismic data and information (and any interpretations thereof) as well as originals of the G & G Data of Assignor;
- (d) Assets excluded from the Purchase Agreement pursuant to Section 3.4(a), 3.7(a), 3.12 or 3.13 of the Purchase Agreement;
- (e) subject to Section 11.5 of the Purchase Agreement, to the extent that they do not relate to any Assumed Obligation for which Assignee provides indemnity hereunder, all contracts of insurance and all claims, rights and interests of Assignor or any Affiliate of Assignor (A) under any policy or agreement of insurance or indemnity agreement, (B) under any bond or

Assignment and Bill of Sale

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Dianne O. Florez, County Clerk
Page 4 of 32



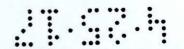
security instrument, or (C) to any insurance or condemnation proceeds or awards arising, in each case, from acts, omissions or events, or damage to or destruction of an Asset prior to the Effective Date;

- (f) all of Assignor's proprietary computer software, patents, trade secrets, copyrights, logos, trademarks, trade names, and other intellectual property;
 - (g) Assignor's interests in offices, office leases and buildings;
- (h) to the extent not used or held for use primarily in connection with the ownership or operation of the Properties, any leased equipment and other leased personal property;
- (i) all indemnity rights, rights under any Contracts and all other claims of Assignor or any Affiliate of Assignor against any third Person to the extent related or attributable to, periods on or prior to the Effective Date (including claims for adjustments or refunds) or for which Assignor is liable for payment or required to indemnify Assignee under Article 11 of the Purchase Agreement (whether or not such claims are pending or threatened as of the Execution Date or the Closing Date);
- (j) all audit rights and rights to reimbursement with respect to all costs and revenues associated with any audit of Property Costs covering periods for which Assignor is in whole or in part responsible for the Assets, which adjustments arising from such audits are paid or received prior to the Cut-Off Date;
- (k) any refunds, claims for refunds or rights to receive refunds from any Governmental Authority with respect to Taxes that are Seller Taxes;
- (l) refunds relating to the overpayment of royalties by or on behalf of Assignor to any Governmental Authority, to the extent relating to royalties paid with respect to Hydrocarbon production from the Assets prior to the Effective Date, whether received before, on, or after the Effective Date;
- (m) all office equipment, computers, cell phones, pagers and other hardware, personal property, and equipment that relate primarily to Assignor's business generally, even if otherwise relating to the business conducted by Assignor with respect to the Assets;
- (n) trade credits, accounts receivable, and other proceeds, income or revenue accruing before the Effective Date and attributable to the Assets prior to the Effective Date;
- (o) whether or not relating to the Assets, any master service agreements, drilling contracts, or similar service contracts;
 - (p) Assignor's vehicles;
- (q) any wells located on the Initial Closing Leases that have been plugged and abandoned by Assignor; and

Assignment and Bill of Sale

-5-

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(r) any other assets, contracts or rights which are (i) not specifically described in Section 1, or (ii) described on Schedule 2 (whether or not specifically described in Section 1);

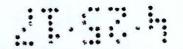
Section 3. Special Warranty; Disclaimer. Assignor, for a period of thirty-six (36) months after the execution of this Assignment, warrants Defensible Title (as such term is defined in the Purchase Agreement) to the Properties shown on Exhibit A-1 and A-2, subject to the terms and conditions of the Purchase Agreement, unto Assignee, its successors and assigns, against all persons claiming or to claim the same or any part thereof by, through, or under Assignor and its Affiliates, but not otherwise. EXCEPT AS PROVIDED IN THE PRECEDING SENTENCE OR THE PURCHASE AGREEMENT, ASSIGNOR MAKES NO, AND EXPRESSLY DISCLAIMS AND NEGATES ANY, REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, AS TO TITLE TO ANY OF THE PROPERTIES. Assignor hereby assigns to Assignee all rights, claims, and causes of action on title warranties given or made by Assignor's predecessors (other than Affiliates of Assignor), and Assignee is specifically subrogated to all rights which Assignor may have against its predecessors (other than Affiliates of Assignor), to the extent that Assignor may legally transfer such rights and grant such subrogation.

Section 4. Disclaimer of other Warranties. EXCEPT AS EXPRESSLY REPRESENTED OTHERWISE IN SECTION 3 OF THIS ASSIGNMENT, ARTICLE 4 OF THE PURCHASE AGREEMENT, OR IN THE CERTIFICATE OF ASSIGNOR TO BE DELIVERED PURSUANT TO SECTION 8.2(A)(IV) OF THE PURCHASE AGREEMENT, ASSIGNOR MAKES NO, AND HEREBY EXPRESSLY DISCLAIMS, ANY REPRESENTATION OR WARRANTY, EXPRESS, IMPLIED, OR STATUTORY AS TO (I) TITLE TO ANY OF THE ASSETS, (II) THE CONTENTS, CHARACTER, OR NATURE OF ANY DESCRIPTIVE MEMORANDUM, OR ANY REPORT OF ANY PETROLEUM **ENGINEERING** CONSULTANT OF ASSIGNOR, OR ANY GEOLOGICAL OR SEISMIC DATA OR INTERPRETATION, RELATING TO THE ASSETS, (III) THE QUANTITY, QUALITY, OR RECOVERABILITY OF HYDROCARBONS IN OR FROM THE ASSETS, (IV) THE EXISTENCE OF ANY PROSPECT, RECOMPLETION, INFILL, OR **STEP-OUT** DRILLING OPPORTUNITIES, (V) ANY ESTIMATES OF THE VALUE OF THE ASSETS OR FUTURE REVENUES GENERATED BY THE ASSETS, (VI) THE PRODUCTION OF HYDROCARBONS FROM THE ASSETS, OR WHETHER PRODUCTION HAS BEEN CONTINUOUS, OR IN PAYING QUANTITIES, OR ANY PRODUCTION OR DECLINE (VII) MAINTENANCE, REPAIR, THE CONDITION, SUITABILITY, DESIGN OR MARKETABILITY OF THE ASSETS, INFRINGEMENT OF ANY INTELLECTUAL PROPERTY RIGHT, (IX) ANY OTHER MATERIALS OR INFORMATION THAT MAY HAVE BEEN MADE AVAILABLE OR COMMUNICATED TO ASSIGNEE OR ITS AFFILIATES, OR ITS OR THEIR EMPLOYEES, AGENTS, CONSULTANTS, REPRESENTATIVES, OR ADVISORS IN CONNECTION WITH THE TRANSACTIONS CONTEMPLATED BY ASSIGNMENT OR THE PURCHASE AGREEMENT OR ANY DISCUSSION OR PRESENTATION RELATING THERETO AND (X) COMPLIANCE WITH ANY ENVIRONMENTAL LAW OR THE ENVIRONMENTAL CONDITION OF ANY OF THE ASSETS, AND FURTHER DISCLAIMS ANY REPRESENTATION OR WARRANTY, EXPRESS, IMPLIED, OR STATUTORY, OF MERCHANTABILITY,

> Assignment and Bill of Sale -6-

> > Frue & Correct Copy of a document on file at Reeves County Texas, Dianne O. Florez, County Clerk

Page 6 of 32



FITNESS FOR A PARTICULAR PURPOSE, OR CONFORMITY TO MODELS OR SAMPLES OF MATERIALS OF ANY EQUIPMENT, IT BEING EXPRESSLY UNDERSTOOD AND AGREED BY THE PARTIES THAT THE ASSETS ARE BEING TRANSFERRED "AS IS, WHERE IS," WITH ALL FAULTS AND DEFECTS, AND THAT ASSIGNEE HAS MADE OR CAUSED TO BE MADE SUCH INSPECTIONS AS ASSIGNEE DEEMED APPROPRIATE TO ENTER INTO THE PURCHASE AGREEMENT. ASSIGNOR AND ASSIGNEE AGREE THAT, TO THE EXTENT REQUIRED BY APPLICABLE LAW TO BE EFFECTIVE, THE DISCLAIMERS OF CERTAIN REPRESENTATIONS AND WARRANTIES CONTAINED IN THIS ASSIGNMENT ARE "CONSPICUOUS" DISCLAIMERS FOR PURPOSES OF ANY APPLICABLE LAW, RULE OR ORDER.

- **Section 5.** <u>Assumed Obligations</u>. Assignee assumes and agrees to fulfill, perform, pay, and discharge (or cause to be fulfilled, performed, paid, or discharged) all of the Assumed Obligations.
- Section 6. <u>Subject to Contracts</u>. Except as set forth to the contrary in the Purchase Agreement, Assignee is taking the Properties subject to the terms of the Contracts, and Assignee hereby assumes and agrees to fulfill, perform, pay, and discharge Assignor's obligations under such Contracts from and after the Effective Date.
- **Section 7.** Further Assurances. After the Initial Closing, Assignor and Assignee each agree to take such further actions and to execute, acknowledge, and deliver all such further documents as are reasonably requested by the other for carrying out the purposes of this Assignment or the Purchase Agreement or of any document delivered pursuant to the Purchase Agreement (including the execution, delivery, and filing of assignments of record title and operating rights in any federal or state lease) without further consideration. Without limiting the foregoing, with respect to interests in federal or state real property interests that are included among the Properties and that require filings with Governmental Authorities before they may be assigned, each Party shall, without further consideration file the appropriate documents and take any other steps necessary to obtain official approval of the assignments.
- Section 8. Assignment Subject to Purchase Agreement. This Assignment is expressly subject to the terms and conditions of the Purchase Agreement, which terms are hereby incorporated into this Assignment by reference for all purposes. Capitalized terms used herein but not defined shall have the meanings assigned to such terms in the Purchase Agreement. In the event of a conflict between the terms of this Assignment and the Purchase Agreement the terms of the Purchase Agreement shall control for all purposes.
- Section 9. <u>Successors and Assigns</u>. This Assignment shall bind and inure to the benefit of the Parties hereto and their respective successors and assigns.
- **Section 10.** <u>Headings</u>. The headings of the articles and sections of this Assignment and any listing of its contents are for guidance and convenience of reference only, and shall not limit or otherwise affect any of the terms or provisions of this Assignment.

Assignment and Bill of Sale

-7



Section 11. Governing Law. This Assignment, and all Claims arising in connection with or related hereto, or the negotiation, execution or performance hereof (whether in contract or tort) shall be governed by and construed in accordance with the Laws of the State of Texas, without regard to principles of conflicts of Laws that would direct the application of the Laws of another jurisdiction.

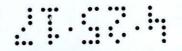
Section 12. Counterparts. This Assignment may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute but one and the same agreement.

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Assignment and Bill of Sale

-8-

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Page 7 of 32



EXECUTED as of the dates set forth in the notary certifications below, but effective for all purposes as of the Effective Date.

ASSIGNOR:

ATLANTIC RESOURCES II INTERESTS LLC

Name: R.A. Jenning

Title: Chief Executive Officer

Assignor Signature Page to Assignment and Bill of Sale

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Dianne O. Florez, County Clerk
Page of 32



STATE OF TEXAS

§

COUNTY OF Midlad

§ §

The foregoing instrument was acknowledged before me this <u>ALL</u> day of April, 2017, by R.A. Jennings, as Chief Executive Officer of Atlantic Resources II Interests LLC, a Delaware limited liability company, on behalf of the limited liability company.



Notary Public

My Commission Expires:

01-09-2021

(Notary Seal)

Assignor Notary Page to Assignment and Bill of Sale

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Reeves County Texas,
Dianne O. Florez, County Clerk
Page 10 of 32



ASSIGNEE:

NORTH REEVES DEVELOPMENT LLC

By: Midtown Acquisitions GP LLC, its

Manager

By: Mame: Morgan Blackwell
Title: Authorized Signatory

Assignee Signature Page to Assignment and Bill of Sale

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Dianne O. Florez, County Clerk
Page 11 of 32



STATE OF NEW YORK § § COUNTY OF NEW YORK

The foregoing instrument was acknowledged before me this $\underline{\psi}^{t\eta}$ day of April, 2017, by Morgan Blackwell, as Authorized Signatory of Midtown Acquisitions GP LLC, Manager of North Reeves Development LLC, a Delaware limited liability company, on behalf of said limited liability company.

> Notary Public ELLEN L. LIU

My Commission Expires:

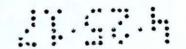
(Notary Seal)

Notary Public, State of New York
No. 01Ll6248164
Qualified in New York County
Commission Expires September 12, 20

Assignee Notary Page to Assignment and Bill of Sale

#5429736.2

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Page 2 of 32



Leases

See Attached.

Exhibit A-1 to Assignment and Bill of Sale

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Dianne O. Florez, County Clerk
Page 12 of 32



County Expiration Date

Legal Description

Leases

Lease Date

Recordation Date

MF 117877

MF- 112 682-I

1001	State of Texas	II, LLC	1/5/2016	4/14/2016	1260	206	16-04512	Texas	Reeves	1/5/2019	(Sec 28, Blk, 53 - W/2) 320 acres, more or less, being the (W/2) of Section 28, Block 53, A-2652, of the PSL Survey located in Culberson and Reeves County, Texas.
				10.000							
											(Sec 30, Bik. 56 - NW/4 & E/2 SE/4 & SW/4 SE/4 - 1) 280 acres of land, more or less, being the Northwest Quarter (NW/4), the East Half of the Southeast Quarter (E/2 SE/4) and the Southwest Quarter of the Southeast Quarter (SW/8 SE/4) of Section 30, Block 56, Public School Lands Survey, Abstract No. 2291, Reeves County, Texas,
1222	3				196976				700		(Sec 30, Blk. 56 - NE/4 - 2) 160 acres of land, more or less, being the Northeast Quarter (NE/4) of

State of Texas Agent Towana Spivey, Et Al Petrohawk Properties, LP 2/9/2011 5/27/2011 00.237 (Sec 30, Blk. 56 - SW/4 - 4) 160 acres of land, more or less, being the Southwest Quarter (SW/4) of Section 30, Block 56, Public School Lands Survey, Abstract No. 2291, Reeves County, Texas. (Sec 30, Blk. 56 - NW/4 SE/4 - 3) 40 acres of land, more or less, being the Northwest Quarter of the Southeast Quarter (NW/4 SE/4) of Section 30, Block 56, Public School Lands Survey, Abstract No. 2291, Reeves County, Texas (Sec 25, Blk. 53 - NE4) 240.00 acres of land, more or less, being the Northeast Quarter (NE/4), the Northeast Quarter of the Northwest Quarter (NE/4 NW/4), South Half of the Southwest Quarter (S/2 SW/4), and the South Half of the South Half of the North Half of the Southwest Quarter (S/2 S/2 N/2 SW/4) of Section 25, Block 53, Abstract 2293, Public Land Survey, located in Recess (Sec 25, Blk. 53 - NW4) 240,00 acres of land, more or less, being the Northwest Quarter of the Northwest Quarter (NW4 NW4), South Half of the Northwest Quarter (NW4 NW4), North Half of the North Half of the North Half of the Southwest Quarter (N/2 N/2 SW4), and the 1003 Lewis Keith Lynn Petrobawk Properties, LP 8/12/2011 9/13/2011 899 64 6309 Texas Reeves 8/12/2016 North Half of the South Half of the North Half of the Southwest Quarter (N/2 S/2 N/2 SW/4) of Section 25, Block 53, Abstract 2293, Public Land Survey, located in Reeves County, Texas (Sec 24, Blk. 53) 640.00 acres of land, more or less, being all of Section 24, Block 53, Abstract 2204, Public School Land Survey, located in Reeves County, Texas (Sec 29, Blk. 56 - SW/4) 640.00 acres, more or less, being the Southwest all of Section 29, Block 56. School File No. 94400, Abstract 22992, Public School Lands Survey, Reeves County,

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Dianne O. Florez, County Clerk
Page \(\) \(\) of \(\) \(

Lense No.	Lease Name	Lessee	Lease Date	Recordation Date	T	Leases		Lac	1		
Lease No.	Leave Name	Lessee	Lease Date	Recordation Date	Volume	Page	Entry	State	County	Expiration Date	Legal Description
1004	Mary Huebsch	Petrohawk Properties, LP	8/12/2011	9/13/2011	899	76	6313	Texas	Reeves	8/12/2016	(Sec 25, Blk. 53 - NE4) 240.00 acres of land, more or less, being the Northeast Quarter (NE/4), It Northeast Quarter of the Northwest Quarter (NE/4 NW4), South Half of the Southwest Quarter (SZ SW4), and the South Half of the North Half of the Northwest Quarter (SZ SW4), and the South Half of the North Half of the North Half of the North Half of the Northwest Quarter (SZ SZ NZ SW4) of Section 25, Block 53, Abstract 2293, Public Land Survey, located in Reeves County, Texas (Sec 25, Blk. 53 - NW4) 240.00 acres of land, more or less, being the Northwest Quarter of the Northwest Quarter (MW4 NW4), South Half of the Northwest Quarter (SZ NW4), and the North Half of the North Half of the Southwest Quarter (NZ NZ SW4), and the North Half of the South Half of the Southwest Quarter (NZ NZ SW4) of Section 25, Block 53, Abstract 2293, Public Land Survey, located in Reeves County, Texas (Sec 24, Blk. 53) 640.00 acres of land, more or less, being all of Section 24, Block 53, Abstract 2294, Public School Land Survey, located in Reeves County, Texas (Sec 29, Blk. 56 - SW/4) 640.00 acres, more or less, being the Southwest all of Section 29, Block 56, School File No. 94400, Abstract 22992, Public School Lands Survey, Reeves County, Texas
1005	State of Texas Agent Weetona Stanley	Petrohawk Propenies, LP	2/9/2011	5/27/2011	880	586	3235	Texas	Reeves	2/8/2016	ISec 30, Blk. 56 - NW/4 & E/2 SE/4 & SW/4 SE/4 - 1) 280 acres of land, more or less, being the Northwest Quarter (NW/4), the East Half of the Southeast Quarter (E/2 SE/4) and the Southwest Quarter of the Southeast Quarter of the Southeast Quarter of the Southeast Quarter (SW/4 SE/4) of Section 30, Block 56, Public School Lands Survey, Abstract No. 2291, Reeves County, Texas: (Sec 30, Blk. 56 - NE/4 - 2) 160 acres of land, more or less, being the Northeast Quarter (NE/4) of Section 30, Block 56, Public School Lands Survey, Abstract No. 2291, Reeves County, Texas; (Sec 30, Blk. 56 - SW/4 - 4) 160 acres of land, more or less, being the Southwest Quarter (SW/4) of Section 30, Block 56, Public School Lands Survey, Abstract No. 2291, Reeves County, Texas. (Sec 30, Blk. 56 - NW/4 SE/4 - 3) 40 acres of land, more or less, being the Northwest Quarter of the Southeast Quarter (NW/4 SE/4) of Section 30, Block 56, Public School Lands Survey, Abstract No. 2291, Reeves County, Texas
1006	Michael Lynn Bourland	Petrohawk Properties, LP	8/12/2011	9/13/2011	899	67	6310	Texas	Reeves	8/12/2016	(Sec 25, Blk. 53 - NE4) 240.00 acres of land, more or less, being the Northeast Quarter (NE4), the Northeast Quarter of the Northwest Quarter (NE4 NW/4), South Half of the Southwest Quarter (SZ SW/4), and the South Half of the South Half of the Northwest Quarter (SZ SZ W/4) of Section 25, Block 53, Abstract 2293, Public Land Survey, located in Reeves County, Texas (Sec 25, Blk. 53 - NW4) 240.00 acres of land, more or less, being the Northwest Quarter of the Northwest Quarter of the Northwest Quarter (NW/4), South Half of the Northwest Quarter (SZ NW/4), North Half of the Northwest Quarter (NW/2 NZ SW/4), and the North Half of the South Half of the Southwest Quarter (NZ NZ SW/4), and the North Half of the South Half of the South Half of Section 25, Block 53, Abstract 2293, Public Land Survey, located in Reeves County, Texas (Sec 24, Blk. 53) 640.00 acres of land, more or less, being all of Section 24, Block 53, Abstract 2294, Public School Land Survey, located in Reeves County, Texas (Sec 29, Blk. 56 - SW/4) 640.00 acres, more or less, being the Southwest all of Section 29, Block 56, School File No. 94400, Abstract 22992, Public School Lands Survey, Reeves County, Texas.



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Lease No.	Leave Name	Lessee	Lense Date	Recordation Date	Volume	Page	Entry	State	County	Expiration Date	Legal Description
1007	Tini Wilson	Petrohawk Properties, LP	8/12/2011	9/13/2011	899	70	6311	Texas	Reeves	8/12/2016	(Sec 25, Bik. 53 - NE4) 240.00 acres of land, more or less, being the Northeast Quarter (NE/4), it Northeast Quarter of the Northwest Quarter (NE/4) NW/4), South Half of the Southwest Quarter (SZ 2SW/4), and the South Half of the South Half of the North Half of the Southwest Quarter (SZ 2SW/4), and the South Half of the South Half of the North Half of the Southwest Quarter (SZ 2S NZ SW/4) of Section 25, Block 53, Abstract 2293, Public Land Survey, located in Reeves County, Texas (Sec 25, Bik. 53 - NW4) 240.00 acres of land, more or less, being the Northwest Quarter of the Northwest Quarter (NW/4 NW/4), South Half of the Northwest Quarter (SZ 2NW/4), North Half of the North Helf of the Southwest Quarter (NZ NZ WW/4), and the North Half of the North Half of the Southwest Quarter (NZ NZ WW/4), and the North Half of the North Half of the Southwest Quarter (NZ NZ WW/4) of Section 25, Block 53, Abstract 2293, Public Land Survey, located in Reeves County, Texas (Sec 24, Bik. 53) 640.00 acres of land, more or less, being all of Section 24, Block 53, Abstract 2294, Public School Land Survey, located in Reeves County, Texas (Sec 29, Blk. 56 - SW/4) 640.00 acres, more or less, being the Southwest all of Section 29, Block 56, School File No. 94400, Abstract 22992, Public School Lands Survey, Reeves County, Texas.
1008	Towana Spivey	Petrohawk Properties, LP	8/12/2011	9/11/2012	880	600	6308	Texas	Recves	8/12/2016	(Sec 25, Blk. 53 - NE4) 240.00 acres of land, more or less, being the Northeast Quarter (NE/4), th Northeast Quarter (NE/4 NW/4), South Half of the Southwest Quarter (S/2 SW/4), and the South Half of the Southwest Quarter (S/2 SW/4), and the South Half of the North Half of the Southwest Quarter (S/2 S/2 NZ SW/4) of Section 25, Block 53, Abstract 2293, Public Land Survey, located in Reeves County, Texas (Sec 25, Blk. 53 - NW/4) 240.00 acres of land, more or less, being the Northwest Quarter of the Northwest Quarter (NW/4 NW/4), South Half of the Northwest Quarter (S/2 NW/4), North Half of the Northwest Quarter (NZ N/2 SW/4), and the North Half of the Southwest Quarter (NZ N/2 SW/4), and the North Half of the South Half of the North Half of the Southwest Quarter (NZ N/2 SW/4), and the North Half of the South Half of the North Half of the Southwest Quarter (NZ N/2 SW/4), and the South Half of the Southwest Quarter (NZ N/2 SW/4), and the North Half of the Southwest Quarter (NZ N/2 SW/4) of Section 25, Block 53, Abstract 2293, Public Land Survey, located in Reeves County, Texas (Sec 24, Blk. 53) 640.00 acres of land, more or less, being all of Section 24, Block 53, Abstract 2294, Public School Land Survey, located in Reeves County, Texas (Sec 29, Blk. 56 - SW/4) 640.00 acres, more or less, being the Southwest all of Section 29, Block 56, School File No. 94400, Abstract 2292, Public School Lands Survey, Reeves County, Texas
1009	Weetona Stanley	Petrohawk Properties, LP	8/12/2011	9/13/2011	89	79	6314	Texas	Reeves	8/12/2016	(Sec. 25, Blk. 53 - NE4) 240,00 ncres of land, more or less, being the Northeast Quarter (NE/4), the Northeast Quarter of the Northwest Quarter (NE/8 NW/4), South Half of the Southwest Quarter (Sez. SW/4), and the South Half of the South Half of the Southwest Quarter (Sez. SW/4), and the South Half of the North Half of the North Half of the South Half of the Northwest Quarter (Sez. Sez. Sez. Sez. Sez. Sez. Sez. Sez.



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Exhibit A-1 Leases

Lease No.	Lease Name	Lessee	Leuse Date	Recordation Date	Volume	Page	Entry	State	County	Expiration Date	Legal Description
1010	State of Texas Agent Sandra Kornegay Metcalf, a/k/a Heartsill Sandra Kornegay Metcalf	Petrohawk Properties, LP	8/26/2011	11/18/2011	907	203	7772	Texas	Reeves	8/26/2016	(Sec 23, Blk, 53 - NW/4) 160.25 acres of land, more or less, being the Northwest Quarter (NW/4) of Section 23, Block 53, Public School land Survey, Reeves County, Texas.
1011	Carter Jonothan Coleman	Petrohawk Properties, LP	8/30/2011	11/18/2011	907	211	7773	Texas	Reeves	8/30/2016	(Sec 28, Blk, 56 - W/2) 319.14 arres of land, more or less, being the West Half (W/2) of Section 28, Block 56, School File No. 151382, Abstract No. 5704, Public School Land Survey, Revees County, Texas (Sec 28, Blk, 56 - N/2 of the NE/4 and SE/4 of the NE/4) 119.78 acres, more or less, bling the N/2 of the NE/4 and the SE/4 of the NE/4 of Section 28, Block 56, A-5967, PSL Survey, Rerves County, Texas.
1012	Frances A. Pollard represented by Kerry Kathleen Walker P.O.A.	Petrohawk Properties, LP	8/30/2011	11/18/2011	907	220	7776	Texas	Reeves	8/30/2016	(Sec 28, Blk. 56 - W/2) 319.14 acres of land, more or less, being the West Half (W/2) of Section 28, Block 56, School File No. 151382, Abstract No. 5704, Public School Land Survey, Reeves County, Texas (Sec 28, Blk. 56 - N/2 of the NE/4 and SE/4 of the NE/4) 119.78 acres, more or less, bing the N/2 of the NE/4 and the SE/4 of the NE/4 of Section 28, Block 56, A-5967, PSL Survey, Reeves County, Texas.
1013	Jill Holt Bell, a.k.a. Jill Perry Holt	Petrohawk Properties, LP	8/30/2011	11/18/2011	907	217	7775	Texas	Reeves	8/30/2016	(Sec 28, Bik. 56 - W/2) 319.14 acres of land, more or less, being the West Half (W/2) of Section 28, Block 56, School File No. 151382, Abstract No. 5704, Public School Land Survey, Reeves County, Texas (Sec 28, Bik. 56 - N/2 of the NE/4 and SE/4 of the NE/4) 119.78 acres, more or less, bing the N/2 of the NE/4 and the SE/4 of the NE/4 of Section 28, Block 56, A-5967, PSL Survey, Reeves County, Texas.
1014	State of Texas	Endurance Resources Holdings II, LLC	1/5/2016	4/14/2016	1260	195	16-04511	Texas	Reeves	1/5/2019	(Sec 33, Blk. 53) 641 acres, more or less, being all Section 33, Block 53, A-2652, of the PSL Survey located in Culberson and Reeves County, Texas.
1015	William Perry Coleman	Petrohawk Properties, LP	8/30/2011	11/18/2011	907	214	7774	Texas	Recves	8/30/2016	(Sec 28, Blk, 56 - W/2) 319.14 acres of land, more or less, being the West Half (W/2) of Section 28, Block 56, School File No. 151382, Abstract No. 5704, Public School Land Survey, Reeves County, Texas (Sec 28, Blk, 56 - N/2 of the NE/4 and SE/4 of the NE/4) 119.78 acres, more or less, bing the N/2 of the NE/4 and the SE/4 of the NE/4 of Section 28, Block 56, A-5967, PSL Survey, Reeves County, Texas.
1016	Charles Lawhon, Tracey Scheidler, Janet Lawhon, and John Lawhon	Endurance Resources Holdings II, LLC	9/30/2016	10/25/2016	1330	61	14085	Texas	Reeves	9/30/2017	(Sec 25, Blk, 53 - SE/4) 155.032 acres, more or less, the (SE/4) of Section 25, Block 53, Public School Land, Reeves County, Texas. LESS AND EXCEPT 4 acres in the extreme (NW) corner of this tract AND save and except Loss 37, 38, 39, 43, 44, 87, 88, 59, 106, 148, 150, 151, 155, 167, 168, 169, 170, 171 All located in block 1 of the Seuthwestern Development Company of Toyah, Texas Subdivision in the SE/4 of Section 25, Block 53, Public Land Survey, located in Reeves County, Texas.
1017	State of Texas	Endurance Resources Holdings II, LLC	7/19/2016	9/6/2016	1310	0601	16-11247	Texas	Reeves	7/19/2019	(Sec 40, Blk, 53) 641 acres, more or less, being all of Section 40, Block 53, A-2652, of the PSL Survey located in Culberson and Reeves County, Texas.
1018	Ronald I. Wilson and Marjorie A. Wilson	Petrohawk Properties, LP	2/9/2011	5/19/2011	878	805	2945	Texas	Reeves	2/9/2016	(Sec 28, Blk. 56 - E/2 of SE/4 & SW/4 of SE/4) 120.00 acres of land, more or less, being the East Half of the Southeast Quarter (E/2 SE/4) and the Southwest Quarter of the Southeast Quarter (SW/4 SE/4) of Section 28, Block 56, School File No. 144702, Abstract No. 5016, Public School Land Survey, Reeves County, Texas.



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Exhibit A-1 Leases

Lease No.	Lease Name	Lessee	Leuse Date	Recordation Date	Volume	Page	Entry	State	County	Expiration Date	Legal Description
1019	State of Texas	Endurance Resources Holdings II, LLC	1/5/2016	4/14/2016	1260	184	16-04510	Texas	Roeves	1/5/2019	(Sec 39, Bik, 53) 641 acres, more or less, being all of Section 39, Block 53, of the PSL Survey located in Reeves County, Texas.
1020	Robert J. Hook and Kathleen Hook	Petrohawk Properties, LP	2/9/2011	5/19/2011	878	806	2946	Texas	Reeves	2/9/2016	(Sec 28, Blk. 56 - E/2 of SE/4 & SW/4 of SE/4) 120.00 acres of land, more or less, being the Ear Half of the Southeast Quarter (E/2 SE/4) and the Southwest Quarter of the Southeast Quarter (SW/4 SE/4) of Section 28, Block 56, School File No. 144702, Abstract No. 5016, Public School Land Survey, Reeves County, Texas.
1021	Juyce Thomas, Individually and as Successor Trustee of the E.L. Garrison Trust	Petrohawk Properties, LP	2/8/2011	5/19/2011	878	804	2944	Texas	Reeves	2/8/2016	(Sec 28, Blk. 56 - S/2 of NW/4 of SE/4) 20.00 acres of land, more or less, being the South Half of the Northwest Quarter of the Southeast Quarter (S/2 NW/4 SE/4) of Section 28, Block 56, School File No. 152473, Abstract No. 5875, Public School Land Survey, Reeves County, Texas.
1022	Neal Lee Bingham	Petrohawk Properties, LP	2/9/2011	5/19/2011	878	803	2943	Texas	Reeves	2/9/2014	(Sec 28, Blk. 56 - SW/4 of NI9/4) 40.00 acres of land, more or less, being the Southwest Quarter the Northeast Quarter (SW/4 NE/4) of Section 28, Block 56, School File No. 152162, Abstract N S858, Public School Land Survey, Reeves County, Texas.
1023	State of Texas Agent Lowe Royalty Partners, L.P.	Endurance Resources Holdings II, LLC	7/15/2015	10/6/2015	1202	403	15-09263	Texas	Reeves	7/15/2018	(Sec 35, Blk. 53 - S/2 & NE/4) 480 acres of land, more or less, being the South half (S/2) and North East Quarter of Section 35, Block 53, Public School Lands Survey, Abstract No. 3467, Reeves County, Texas. (Sec 28, Blk. 53 - E/2) 320 acres of land, more or less, being the East half (E/2) of Section 28, Block 53, Public School Lands Survey, Abstract No. 2652, Reeves County, Texas. (Sec 37, Blk. 53 - W/2) 320 acres of land, more or less, being the West half (W/2) of Section 37 Block 53, Public School Lands Survey, Abstract No. 5968, Reeves County, Texas.
1025	Windi Grimes, Sole Trustee of the AWP 1983 Trust	Petrohawk Properties, LP	2/9/2011	6/29/2011	886	506	4196	Texas	Reeves	2/9/2016	(Sec 28, Blk. 56 - N/2 of the NE/4 and SE/4 of the NE/4) 119.78 acres, more or less, bing the N/2 of the NE/4 and the SE/4 of the NE/4 of Section 28, Block 56, A-5967, PSL Survey, Reeves County, Texas.
1026	Lowe Royalty Partners, L.P.	Endurance Resources Holdings II, LLC	7/15/2015	9/22/2015	1197	427	15-08580	Texas	Reeves	7/15/2018	(Sec 36, Bik. 53 - N/2) 320 acres, more or less, being the North half (N/2) of Section 36, Block 5 A-2610, of the PSL Survey located in Reeves County, Texas.
1027	Meeker Investments, Inc.	Petrohawk Properties, LP	2/9/2011	6/29/2011	886	508	4197	Texas	Reeves	2/9/2016	(Sec 28, Blk. 56 - N/2 of the NE/4 and SE/4 of the NE/4 119.78 acres, more or less, bing the N/2 of the NE/4 and the SE/4 of the NE/4 of Section 28, Block 56, A-5967, PSL Survey, Reeves County, Texas.
1028	Harrison Trust, Roddy Harrison, Trustee	Endurance Resources Holdings II, LLC	8/31/2015	9/21/2015	1197	156	15-08528	Texas	Reeves	8/31/2016	(Sec 28, Blk. 56 - N/2 of NW/4 of SE/4) 20 acres, more or less, located in the (N/2 of the NW/4 of the SE/4) of Section 28, Block 56, PSL Survey, Reeves County, Texas.
1030	Lifetime Benefit of L. H. Meeker	Petrohawk Properties, LP	2/9/2011	5/19/2011	878	807	2947	Texas	Reeves	2/9/2016	(Sec 28, Blk. 56 - N/2 of the NE/4 and SE/4 of the NE/4) 119.78 acres, more or less, bing the N/2 of the NE/4 and the SE/4 of the NE/4 of Section 28, Block 56, A-5967, PSL Survey, Reeves County, Texas.
1033	State of Texas Agent Dela Minerals, Inc.	Petrohawk Properties, LP	1/21/2011	5/19/2011	878	760	2935	Texas	Reeves	1/21/2016	(Sec 32, Blk, 56) 640 acres, more or less, All of Section 32, Block 56, Public School Land Survey A-2291, Reeves County, Texas.



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Dianne O. Florez, County Clerk
Page 1 of 32

Exhibit A-1

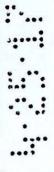
Lense No.	Leave Name	Lessee	Lease Date	Recordation Date	Volume	Leases	Entry	State	County	Expiration Date	Legal Description
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1034	H. L. Hawkins Jr., Inc	Petrohawk Properties, LP	3/3/2011	5/27/2011	880	621	3240	Texas	Reeves	3/2/2016	(Sec 28, Blk. 56 - W/2) 319.14 acres of land, more or less, being the West Half (W/2) of Section 28, Block 36, School File No. 151382, Abstract No. 5704, Public School Land Survey, Reeves County, Texas
1036	Virginia R. Huston	Petrohawk Properties, LP	4/11/2011	11/14/2011	886	504	4195	Texas	Reeves	4/10/2016	(Sec 28, Blk. 56 - E/2 of SE/4 & SW/4 of SE/4) 120.00 acres of land, more or less, being the East Half of the Southeast Quarter (B/2 SE/4) and the Southwest Quarter of the Southeast Quarter (SW/4 SE/4) of Section 28, Block 56, School File No. 144702, Abstract No. 5016, Public School Land Survey, Reeves County, Texas.
1037	Charles R. Meeker Trust	Petrohawk Properties, LP	4/28/2011	5/27/2011	882	197	3454	Texas	Recves	4/28/2016	(Sec 28, Blk. 56 - N/2 of the NE/4 and SE/4 of the NE/4) 119.78 acres, more or less, bing the N/2 of the NE/4 and the SE/4 of the NE/4 of Section 28, Block 56, A-5967, PSL Survey, Reeves County, Texas.
1038	State of Texas	Angelle & Donohue Oil & Gas Properties, Inc.	4/5/2011	5/27/2011	879	458	3042	Texas	Reeves	4/5/2016	(See 23, Blk. 53 - S/2 and NE/4) 480.7 acres, more or less, being the S/2 and NE/4 of Sction 23, Block 53, Public School Land Survey, Reeves County, Texas, as shown on the official map of Reeves County, Texas currently on file in the Texas General Land Office, Austin, Texas.
1039	State of Texas	Angelle & Donohue Oil & Gas Properties, Inc.	4/5/2011	5/27/2011	879	452	3041	Texas	Reeves	4/5/2016	(Sec 26, Blk. 53) 641.00 acres of land, more or less, being all of Section 26, Block 53, Public School Land Survey, Reeves County, Texas.
1040	State of Texas Agent Alan R. Zeman	Petrohawk Properties, LP	5/24/2012	7/24/2012	951	763	12-05360	Texas	Reeves	5/24/2017	(Sec 48, Blk 53 - W/2 of the SW/4) 80 acres, more or less, being the W/2 of the SW/4 of Section 48, Block 53, A-3628, PSL Survey, Reeves County, Texas.
1041	State of Texas Agent Ross A. Gilson Et Al	Petrohawk Properties, LP	5/24/2012	8/3/2012	955	190	12-05678	Texas	Reeves	5/23/2017	(Sec 48, Blk 53 - W/2 of the SW/4) 80 acres, more or less, being the W/2 of the SW/4 of Section 48, Block 53, A-3628, PSL Survey, Reeves County, Texas.
1042	State of Texas - Alan R. Zeman, et al - Sec 48, Blk 53 - W/2 of the SW/4 30 Blk, 56	Petrohawk Properties, LP	5/24/2012	7/24/2012	951	763	12-05360	Texas	Reeves	5/24/2017	(Sec 48, Blk 53 - W/2 of the SW/4) 80 acres, more or less, being the W/2 of the SW/4 of Section 48, Block 53, A-3628, PSL Survey, Reeves County, Texas.
1043	State of Texas Agent Barbara Elizabeth Johnson Dodson	Petrohawk Properties, LP	5/24/2012	8/10/2012	956	404	12-05878	Texas	Reeves	5/24/2017	(Sec 48, Blk 53 - W/Z of the SW/4) 80 acres, more or less, being the W/2 of the SW/4 of Section 48, Block 53, A-3628, PSL Survey, Reeves County, Texas.
1044	State of Texas Agent Billie Nell Eastland	Petrohawk Properties, LP	5/24/2012	7/24/2012	951	755	12-05359	Texas	Reeves	5/24/2017	(Sec 48, Blk 53 - W/2 of the SW/4) 80 acres, more or less, being the W/2 of the SW/4 of Section 48, Block 53, A-3628, PSL Survey, Reeves County, Texas.
1045	State of Texas Agent George M. Cross	Petrohawk Properties, LP	5/24/2012	8/10/2012	956	396	12-05877	Texas	Reeves	5/24/2017	(Sec 48, Blk 53 - W/2 of the SW/4) 80 acres, more or less, being the W/2 of the SW/4 of Section 48, Block 53, A-3628, PSL Survey, Reeves County, Texas.
1046	State of Texas Agent James G. Crawford	Petrohawk Properties, LP	5/24/2012	8/10/2012	956	388	12-05876	Texas	Reeves	5/23/2017	(Sec 48, Bik 53 - W/2 of the SW/4) 80 acres, more or less, being the W/2 of the SW/4 of Section 48, Block 53, A-3628, PSL Survey, Reeves County, Texas.
1047	State of Texas Agent Kara L. Keyzer Et Al	Petrohawk Properties, LP	5/24/2012	7/24/2012	951	736	12-05356	Texas	Recves	5/24/2017	(Sec 48, Bik 53 - W/2 of the SW/4) 80 acres, more or less, being the W/2 of the SW/4 of Section 48, Block 53, A-3628, PSL Survey, Reeves County, Texas.
1048	State of Texas Agent Lynn S. Swigart	Petrohawk Properties, LP	5/24/2012	7/24/2012	951	729	12-05355	Texas	Reeves	5/24/2017	(See 48, Blk 53 - W/2 of the SW/4) 80 acres, more or less, being the W/2 of the SW/4 of Section 48, Block 53, A-3628, PSL Survey, Reeves County, Texas.
1049	State of Texas Agent Max Stapleton, Agent and AIR for Christina C. Stapleton	Petrohawk Properties, LP	5/24/2012	7/24/2012	951	746	12-05358	Texas	Reeves	5/24/2017	(Sec 48, Blk 53 - W/2 of the SW/4) 80 acres, more or less, being the W/2 of the SW/4 of Section 48, Block 53, A-3628, PSL Survey, Reeves County, Texas.
1050	State of Texas Agent Rachel Morton Nixon Et Al	Petrohawk Properties, LP	5/24/2012	8/3/2012	955	216	12-05681	Texas	Reeves	5/24/2017	(Sec 48, Blk 53 - W/2 of the SW/4) 80 acres, more or less, being the W/2 of the SW/4 of Section 48, Block 53, A-3628, PSL Survey, Reeves County, Texas.
1051	State of Texas Agent Ronald David Coody Et Al	Petrobawk Properties, LP	5/24/2012	5/24/2012	955	207	12-05680	Texas	Reeves	5/24/2017	(Sec 48, Blk 53 - W/2 of the SW/4) 80 acres, more or less, being the W/2 of the SW/4 of Section 48, Block 53, A-3628, PSL Survey, Reeves County, Texas.
1052	Kimberly Kay Sloan	O'Brien Oil & Gas, Inc.	10/3/2014	10/24/2014	1116	177	14-09988	Texas	Reeves	10/3/2017	(Sec 25, Bik. 53 - SE/4) 155.032 acros, more or less, the (SE/4) of Section 25, Block 53, Public School Land, Reeves County, Texas. LESS AND EXCEPT 4 acres in the extreme (NW) corner or this tract AND save and except Lots 37, 38, 39, 43, 44, 87, 88, 99, 106, 148, 150, 151, 155, 167, 168, 169, 170, 171 all located in block 1 of the Southwestern Development Company of Toyah, Texas Subdivision in the SE/4 of Section 25, Block 53, Public Land Survey, located in Reeves County, Texas.
1054	State of Texas Agent William Kinard Crouch	Petrobawk Properties, LP	5/24/2012	8/3/2012	955	199	12-05679	Texas	Reeves	5/24/2017	(Sec 48, Blk 53 - W/2 of the SW/4) 80 acres, more or less, being the W/2 of the SW/4 of Section 48, Block 53, A-3628, PSL Survey, Reeves County, Texas.
1055	State of Texas Agent Whitney Ross Bevill	Petrohawk Properties, LP	5/24/2012	8/3/2012	955	225	12-05682	Texas	Reeves	5/24/2017	(Sec 48, Blk 53 - W/2 of the SW/4) 80 acres, more or less, being the W/2 of the SW/4 of Section 48, Block 53, A-3628, PSL Survey, Reeves County, Texas.
1056	State of Texas Agent Worth W. Ross Et Al	Petrohawk Properties, LP	5/24/2012	8/3/2012	955	181	12-05677	Texas	Reeves	5/24/2017	(Sec 48, Blk 53 - W/2 of the SW/4) 80 acres, more or less, being the W/2 of the SW/4 of Section 48, Block 53, A-3628, PSL Survey, Reeves County, Texas.



True & Correct Copy of a document on file at Reeves County Texas, Dianne O. Florez, County Clerk Page 30 of 32

Exhibit A-1

Lease No.	Lease Name	Louis	Lease Date	Recordation Date	Volume	Lease		Low	T a		
Leave No.	Lease Name	Lessee	Lease Date	Recordation Date	Volume	Page	Entry	State	County	Expiration Date	Legal Description
1057	Blake Oil & Gas Corporation	Petrohawk Properties, LP	10/5/2011	11/14/2011	910	163	8136	Texas	Reeves	10/5/2016	(Sec 28, Blk. 56 - E/2 of SE/4 & SW/4 of SE/4) 120.00 acres of land, more or less, being the East Half of the Southeast Quarter (F/2 SE/4) and the Southwest Quarter of the Southeast Quarter (SW/4 SE/4) of Section 28, Block 56, School File No. 144702, Abstract No. 5016, Public School Land Survey, Reeves County, Texas.
1058	David R. Seyoc	Petrohawl Properties, LP	11/1/2011	12/7/2011	913	371	11-08763	Texas	Reeves	11/1/2016	(Sec 28, Blk. 56 - E/2 of SE/4 & SW/4 of SE/4) 120.00 acres of land, mure or less, being the East Half of the Southeast Quarter (E/2 SE/4) and the Southwest Quarter of the Southeast Quarter (SW/4 SE/4) of Section 28, Block 56, School File No. 144702, Abstract No. 5916, Public School Land Survey, Reeves County, Texas.
1059	Brenda Taylor	O'Brien Oil & Gas, Inc.	11/12/2014	12/11/2014	1129	0719	14-11602	Texas	Reaves	11/12/2017	(Sec 25, Blk, 53 - SE/4) 155.032 acres, more or levs, the (SE/4) of Section 25, Block 53, Public School Land, Reeves County, Texas, LESS AND EXCEPT 4 acres in the extreme (NW) corner of this tract AND save and except Lots 37, 38, 39, 43, 44, 87, 88, 99, 106, 148, 150, 151, 155, 167, 168, 169, 170, 171 All located in block 1 of the Southwestern Development Company of Toyah, Texas Subdivision in the SE/4 of Section 25, Block 53, Public Land Survey, located in Reeves County, Texas.
1060	State of Texas Agent Allison Renee Parker	Legend Natural Gas IV, LP	9/1/2010	6/2/2011	\$82	615	3553	Texas	Reeves	9/1/2015	(See 22, Bilk 53) 640.00 acres of land, more or less, being all of Section 22, Block 53, Public School Lands Survey, Abstract No. 3570, Reeves County, Texas (See 27, Bilk, 53 - N/2 & SW4) 480.00 acres of land, more or less, being the North Half (N/2) and Southwest Quarter (SW4) of Section 27, Block 53, Public School Lands Survey, Abstract No 3568, Reeves County, Texas (See 38, Bilk, 53) 641.00 acres of land, more or less, being all of Section 38, Block 53, Public School Lands Survey, Abstract No. 2981, Reeves County, Texas. (See 47, Bik, 53 - H/2 of SE/4) 800 acres of land, more or less, being the East Half of the Southeast Quarter (F2/2 SE/4) of Section 47, Block 53, Public School Lands Survey, Abstract No. 3569, Reeves County, Texas. (See 47, Bik, 53 - N/2 and SW/4 and W/2 of SE/4) 561.00 acres of land, more or less, being the North Half (N/2), the Southwest Quarter (SW/8), and the West Half of the Southeast Quarter (W/2 SE/4) of Section 47, Block 53, Public School Lands Survey, Abstract No. 3569, Reeves County, Texas. (See 34, Bik, 53) 640.00 acres, more or less, being all of Section 34, Block 53, Public School Lands, Reeves County, Texas. (See 48, Bik, 53) 640.00 acres, more or less, being all of Section 46, Block 53, Public School Lands, Reeves County, Texas. (See 46, Bik, 53) 640.00 acres, more or less, being all of Section 46, Block 53, Public School Lands, Reeves County, Texas.



True & Correct Copy of a document on file at Reeves County Texas, Dianne O. Florez, County Clerk Page 21 of 32

Exhibit A-1

Lense No.	Lease Name	Lessee	Lease Date	Recordation Date	Volume	Page	Entry	State	County	Expiration Date	Legal Description
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1064	State of Texus - Tim Wilson, et al - Sec. 30 Blk. 56	Petrohawk Properties, LP	2/9/2011	5/27/2011	880	572	3233	Texas	Reeves	2/9/2016	(Sec 30, Blk, 56 - NW/4 & E/2 SE/4 & SW/4 SE/4 - 1) 280 acres of land, more or less, being the Northwest Quarter (NW/4), the East Half of the Southeast Quarter (E/2 SE/4) and the Southwest Quarter of the Southeast Quarter (SW/4 SE/4) of Section 30, Block 56, Public School Lands Survey, Abstract No. 2291, Reeves County, Texas, (Sec 30, Blk, 56 - NE/4 - 2) 160 acres of land, more or less, being the Northeast Quarter (NE/4) of Section 30, Block 56, Public School Lands Survey, Abstract No. 2291, Reeves County, Texas; (Sec 30, Blk, 56 - SW/4 - 4) 160 acres of land, more or less, being the Southwest Quarter (SW/4) of Section 30, Block 56, Public School Lands Survey, Abstract No. 2291, Reeves County, Texas. (Sec 30, Blk, 56 - NW/4 SE/4 - 3) 40 acres of land, more or loss, being the Northwest Quarter of the Southeast Quarter (NW/4 SE/4) of Section 30, Block 56, Public School Lands Survey, Abstract No. 2291, Reeves County, Texas
											(Sec 30, Blk. 56 - NW/4 & E/2 SE/4 & SW/4 SE/4 - 1) 280 acres of land, more or less, being the
1065	State of Texas Agent Donna Spivey, widow of Dustin Spivey	Petrohawk Properties, LP	2/9/2011	5/27/2011	880	593	3236	Texas	Recves	2/9/2016	Northwest Quarter (NW/4), the East Balf of the Southeast Quarter (EZ SEV) and the Southwest Quarter of the Southeast Quarter (SW/4) as Fz/4) of Section 30, Block 56, Public School Lands Survey, Abstract No. 2291, Reeves County, Texas. (Sec 30, Blk. 56 - NE/4 - 2) 160 acres of land, more or less, being the Northeast Quarter (NE/4) of Section 30, Block 56, Public School Lands Survey, Abstract No. 2291, Reeves County, Texas. (Sec 30, Blk. 56 - SW/4 - 4) 160 acres of land, more or less, being the Southwest Quarter (SW/4) of Section 30, Block 56, Public School Lands Survey, Abstract No. 2291, Reeves County, Texas. (Sec 30, Blk. 56 - SW/4 - 4) 160 acres of land, more or less, being the Northwest Quarter (SW/4) of Section 30, Block 56, Public School Lands Survey, Abstract No. 2291, Reeves County, Texas.
1066	State of Texas Agent J. Loyd Parker, III	Legend Natural Gas IV, LP	9/1/2010	6/2/2011	882	605	3582	Texas	Reeves	9/1/2015	(Sec 22, Bik 53) 640.00 acres of land, more or less, being all of Section 22, Biock 53, Public School Lands Survey, Abstract No. 3570, Reeves County, Texas (Sec 27, Bik. 53 - N/L, & SW/A) 480.00 acres of land, more or less, being the North Half (N/2) and Southwest Quarter (SW/4) of Section 27, Block 53, Public School Lands Survey, Abstract No. 3588, Reeves County, Texas (Sec 38, Bik. 53) 641.00 acres of land, more or less, being all of Section 38, Block 53, Public School Lands Survey, Abstract No. 2981, Reeves County, Texas. (Sec 47, Bik. 53 - Pt2 of SE/49 80.00 acres of land, more or less, being the Easi Half of the Southeast Quarter (EPS 2544) of Section 47, Block 53, Public School Lands Survey, Abstract No. 3569, Reeves County, Texas. (Sec 47, Bik. 53 - N/2 and SW/4 and W/2 of SE/4) 561.00 acres of land, more or less, being the North Half (W2), the Southwest Quarter (SW/4), and the West Half of the Southeast Quarter (W2) SE/4) of Section 47, Block 53, Public School Lands Survey, Abstract No. 3569, Reeves County, Texas. (Sec 34, Bik. 53) 640.00 acres, more or less, being all of Section 34, Block 53, Public School Lands, Reeves County, Texas. (Sec 34, Bik. 53) 640.00 acres, more or less, being all of Section 48, Block 53, Public School Lands, Reeves County, Texas. (Sec 48, Bik. 53) 640.00 acres, more or less, being all of Section 46, Block 53, Public School Lands, Reeves County, Texas.

Atlantic Resources II Interests LLC Exhibit A-1



True & Correct Copy of a document on file at Reeves County Texas, Dianne O. Florez, County Clerk Page 22 of 32

Exhibit A-1

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Lense No.	Lease Name	Lessee	Leuse Date	Recordation Date	Volume	Page	Entry	State	County	Expiration Date	Legal Description
1067	State of Texas Agent Janis Dee Bourland Helmey	Petrohawk Properties, LP	2/9/2011	5/27/2011	880	579	3234	Texas	Reeves	2/9/2016	(Sec 30, Blk, 56 - NW/4 & E/2 SE/4 & SW/4 SE/4 - 1) 280 acres of land, more or less, being the Northwest Quarter (NW/4), the East Half of the Southeast Quarter (E/2 SE/4) and the Southwest Quarter of the Southeast Quarter (SW/4 SE/4) of Section 30, Block 56, Public School Lands Survey, Abstract No. 2291, Reeves County, Texas; (Sec 30, Blk, 56 - NE/4 - 2) 160 acres of land, more or less, being the Northeast Quarter (NE/4); Section 30, Block 56, Public School Lands Survey, Abstract No. 2291, Reeves County, Texas; (Sec 30, Blk, 56 - SW/4 - 4) 160 acres of land, more or less, being the Southwest Quarter (SW/4 of Section 30, Block 56, Public School Lands Survey, Abstract No. 2291, Reeves County, Texas. (Sec 30, Blk, 56 - SW/4 SE/4 - 3) 40 acres of land, more or less, being the Northwest Quarter of the Southeast Quarter (NW/4 SE/4) of Section 30, Block 56, Public School Lands Survey, Abstract No. 2291, Reeves County, Texas
1068	State of Texas Agent Jeffery Allan Wilson	Petrohawk Properties, LP	2/9/2011	5/27/2011	880	607	3238	Техав	Rerves	2/9/2016	(Sec 30, Blk. 56 - NW/4 & B/2 SB/4 & SW/4 SE/4 - 1) 280 acres of land, more or less, being the Northwest Quarter (NW/4), the East Half of the Southeast Quarter (E/2 SE/4) and the Southwest Quarter of the Southeast Quarter (SW/4 SE/4) of Section 30, Block 56, Public School Lands Survey; Abstract No. 2291, Reeves County, Texas; (Sec 30, Blk. 56 - NE/4 - 2) 160 acres of land, more or less, being the Northeast Quarter (NE/4) (Section 30, Block 56, Public School Lands Survey; Abstract No. 2291, Reeves County, Texas; (Sec 30, Blk. 56 - SW/4 - 4) 160 acres of land, more or less, being the Southwest Quarter (SW/4) of Section 30, Block 56, Public School Lands Survey; Abstract No. 2291, Reeves County, Texas. (Sec 30, Blk. 56 - NW/4 SE/4 - 3) 40 acres of land, more or less, being the Northwest Quarter of the Southeast Quarter (NW/4 SE/4 - 3) 40 acres of land, more or less, being the Northwest Quarter of the Southeast Quarter (NW/4 SE/4 - 3) 40 acres of land, more or less, being the Northwest Quarter of the Southeast Quarter (NW/4 SE/4 - 3) 40 acres of land, more or less, being the Northwest Quarter of the Southeast Quarter (NW/4 SE/4 - 3) 40 acres of land, more or less, being the Northwest Quarter of the Southeast Quarter (NW/4 SE/4 - 3) 40 acres of land, more or less, being the Northwest Quarter of the Southeast Quarter (NW/4 SE/4 - 3) 40 acres of land, more or less, being the Northwest Quarter of the Southeast Quarter (NW/4 SE/4 - 3) 40 acres of land, more or less, being the Northwest Quarter of the Southeast Quarter (NW/4 SE/4 - 3) 40 acres of land, more or less, being the Northwest Quarter (NW/4 SE/4 - 3) 40 acres of land, more or less, being the Northwest Quarter (NW/4 SE/4 - 3) 40 acres of land, more or less, being the Northwest Quarter (NW/4 SE/4 - 3) 40 acres of land, more or less, being the Northwest Quarter (NW/4 SE/4 - 3) 40 acres of land, more or less, being the Northwest Quarter (NW/4 SE/4 - 3) 40 acres of land, more or less, being the Northwest Quarter (NW/4 SE/4 - 3) 40 acres of land, more or less, being th
1069	State of Texas Agent Lewis Kieth Lynn	Petrohawk Properties, 1.P	2/9/2011	5/27/2011	880	558	3231	Texas	Reeves	2/9/2016	(Sec 30, Blk, 56 - NW/4 & E/2 SE/4 & SW/4 SE/4 - 1) 280 acres of land, more or less, being the Northwest Quarter (NW/4), the East Half of the Southeast Quarter (E/2 SE/4) and the Southwest Quarter (SW/4 SE/4) of Section 30, Block 56, Public School Lands Survey, Abstract No. 2291, Reeves County, Texas; (Sec 30, Blk, 56 - NE/4 - 2) 160 acres of land, more or less, being the Northeast Quarter (NE/4): Section 30, Block 56, Public School Lands Survey, Abstract No. 2291, Reeves County, Texas. (Sec 30, Blk, 56 - SW/4 - 4) 160 acres of land, more or less, being the Southwest Quarter (SW/4) of Section 30, Block 56, Public School Lands Survey, Abstract No. 2291, Reeves County, Texas. (Sec 30, Blk, 56 - NW/4 SE/4 - 3) 40 acres of land, more or less, being the Northwest Quarter of the Southwest Quarter (NW/4 SE/4) of Section 30, Block 56, Public School Lands Survey, Abstract No. 2291, Reeves County, Texas



True & Correct Copy of a document on file at Reeves County Texas, Dianne O. Florez, County Clerk Page 33 of 33

Exhibit A-1

					1	Leases		1	1		
Lease No.	Lease Name	Lessee	Lease Date	Recordation Date	Volume	Page	Entry	State	County	Expiration Date	Legal Description
1070	State of Texas Agent James Beasley Young, III	Legend Natural Gas IV, LP	9/1/2010	6/2/2011	882	645	3556	Texas	Reeves	9/1/2015	(Sec 22, Blk.53) 640.00 acres of land, more or less, being all of Section 22, Block 53, Public School Lands Survey, Abstract No. 3570, Reeves County, Texas (Sec 27, Blk. 53 - NZ & SWH) 48000 acres of land, more or less, being the North Half (N/2) and Southwest Quarter (SW/4) of Section 27, Block 53, Public School Lands Survey, Abstract No. 3568, Reeves County, Texas. (Sec 38, Blk. 53) 641.00 acres of land, more or less, being all of Section 38, Block 53, Public School Lands Survey, Abstract No. 2981, Reeves County, Texas. (Sec 47, Blk. 53 - 122 of Styl4) 80.00 acres of land, more or less, being the East Half of the Southeast Quarter (EZ SE/4) of Section 47, Block 53, Public School Lands Survey, Abstract No. 3569, Reeves County, Texas. (Sec 47, Blk. 53 - N/2 and SW/4 and W/2 of SE/4) 561.00 acres of land, more or less, being the North Half (N/2), the Southwest Quarter (SW/4), and the West Half of the Southeast Quarter (W. SE/4) of Section 47, Block 53, Public School Lands Survey, Abstract No. 3569, Reeves County, Texas. (Sec 48, Blk. 53) 640.00 acres, more or less, being all of Section 48, Block 53, Public School Lands, Reeves County, Texas. (Sec 48, Blk. 53) 640.00 acres, more or less, being all of Section 48, Block 53, Public School Lands, Reeves County, Texas. (Sec 48, Blk. 53) 640.00 acres, more or less, being all of Section 46, Block 53, Public School Lands, Reeves County, Texas.
1071	State of Texas Agent Mary Huebsch	Petrohawk Properties, LP	2/9/2011	5/27/2011	880	551	3236	'Texas	Rocves	2/9/2016	(Sec 30, Blk. 56 - NW/4 & E/2 SE/4 & SW/4 SE/4 - 1) 280 acres of land, more or less, being the Northwest Quarter (NW/4), the East Half of the Southeast Quarter (E/2 SE/4) and the Southwest Quarter of the Southeast Quarter (SW/4 SE/4) of Section 30, Block 56, Public School Lands Survey, Abstract No. 2291, Reeves County, Texas. (Sec 30, Blk. 56 - NE/4 - 2) 160 acres of land, more or less, being the Northeast Quarter (NE/4) of Section 30, Block 56, Public School Lands Survey, Abstract No. 2291, Reeves County, Texas. (Sec 30, Blk. 56 - SW/4 - 4) 160 acres of land, more or less, being the Southwest Quarter (SW/4) of Section 30, Block 56, Public School Lands Survey, Abstract No. 2291, Reeves County, Texas. (Sec 30, Blk. 56 - NW/4 SE/4 - 3) 40 acres of land, more or less, being the Northwest Quarter of the Southeast Quarter (NW/4 SE/4) of Section 30, Block 56, Public School Lands Survey, Abstract No. 2291, Reeves County, Texas.
1072	State of Texas Agent Michael Lynn Bourland	Petrohawk Properties, LP	2/9/2011	5/27/2011	880	565	3232	Texas	Roeves	2/9/2016	(Sec 30, Blk. 56 - NW/4 & E/2 SE/4 & SW/4 SE/4 - 1) 280 acres of land, more or less, being the Northwest Quarter (NW/4), the East Half of the Southeast Quarter (E/2 SE/4) and the Southwest Quarter of the Southeast Quarter (SW/4 SE/4) of Section 30, Block 56, Public School Lands Survey, Abstract No. 2291, Reeves County, Texas: (Sec 30, Blk. 56 - NE/4 - 2) 160 acres of land, more or less, being the Northeast Quarter (NE/4) of Section 30, Block 56, Public School Lands Survey, Abstract No. 2291, Reeves County, Texas: (Sec 30, Blk. 56 - SW/4 - 4) 160 acres of land, more or less, being the Southwest Quarter (SW/4) of Section 30, Block 56, Public School Lands Survey, Abstract No. 2291, Reeves County, Texas: (Sec 30, Blk. 56 - NW/4 SE/4 - 3) 40 acres of land, more or less, being the Northwest Quarter of the Southeast Quarter (NW/4 SE/4) of Section 30, Block 56, Public School Lands Survey. Abstract No. 2291, Reeves County, Texas



True & Correct Copy of a document on file at Reeves County Texas, Diame O. Florez, County Clerk Page 34 of 32

Exhibit A-1 Leases

Lense No.	Lease Name	Lessee	Lense Date	Recordation Date	Volume	Page	Entry	State	County	Explration Date	Legal Description
1073	State of Texas Agent Timi Wilson	Petrohawk Properties, LP	2/9/2011	5/27/2011	\$80	572	3233	Texas	Recves	2/9/2016	(Sec 30, Blk, 56 - NW/4 & E/2 SE/4 & SW/4 SE/4 - 1) 280 acres of land, more or less, being the Northwest Quarter (NW/4), the East Half of the Southeast Quarter (IF/2 SE/4) and the Southwest Quarter of the Southeast Quarter (SW/4 SE/4) of Section 30, Block 56, Public School Lands Survey, Abstract No. 2291, Reeves County, Texas: (Sec 30, Blk, 56 - NE/4 - 2) 160 acres of land, more or less, being the Northeast Quarter (NE/4) of Section 30, Block 56, Public School Lands Survey, Abstract No. 2291, Reeves County, Texas: (Sec 30, Blk, 56 - SW/4 - 4) 160 acres of land, more or less, being the Southwest Quarter (SW/4) of Section 30, Block 56, Public School Lands Survey, Abstract No. 2291, Reeves County, Texas. (Sec 30, Blk, 56 - NW/4 SE/4 - 3) 40 acres of land, more or less, being the Northwest Quarter of the Southeast Quarter (NW/4 SE/4) of Section 30, Block 56, Public School Lands Survey, Abstract No. 2291, Reeves County, Texas
1074	Donna J. Spivey	Petrohawk Properties, LP	\$/12/2011	9/13/2011	899	82	6315	Техая	Reeves	8/12/2016	(Sec. 25, Blk. 53 - NI54) 240.00 acres of land, more or less, being the Northeast Quarter (NE/4), th Northeast Quarter of the Northwest Quarter (NE/4 NW/4), South Half of the Southwest Quarter (S/2 SW/4), and the South Half of the South Half of the Southwest Quarter (S/2 SW/4), and the South Half of the South Half of the Southwest Quarter (S/2 SY2 NZ SW/4) of Section 25, Block 53, Abstract 2293, Public Land Survey, located in Reeves County, Texas (Sec. 25, Blk. 53 - NW4) 240.00 acres of land, more or less, being the Northwest Quarter of the Northwest Quarter (NW/4 NW/4), South Half of the Northwest Quarter (S/2 NW/4), North Half of the North West Quarter (NW/4 NW/4), South Half of the Northwest Quarter (S/2 NW/4), North Half of the North Half of the Southwest Quarter (NZ/2 SW/4) of Section 25, Block 53, Abstract 2293, Public Land Survey, located in Reeves County, Texas (Sec. 24, Blk. 53) 640.00 acres of land, more or less, being all of Section 24, Block 53, Abstract 2294, Public School Land Survey, located in Reeves County, Texas (Sec. 29, Blk. 56 - SW/4) 640.00 acres, more or less, being the Southwest all of Section 29, Block 56, School File No. 94400, Abstract 22992, Public School Lands Survey, Reeves County, Texas.



True & Correct Copy of a document on file at Reeves County Texas, Dianne O. Florez, County Clerk Page 25 of 32

Exhibit A

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Lease No.	Lease Name	Lessee	Lease Date	Recordation Date	Volume	Page	Entry	State	County	Expiration Date	Legal Description
1075	Janis Doe Bourland Helmey	Petrohawk Properties, LP	8/12/2011	9/13/2011	599	73	6312	Texas	Reeves	8/12/2016	(Sec 25, Blk. 53 - NE4) 240.00 acres of land, more or less, being the Northeast Quarter (NE/4), it Northeast Quarter (NE/4), it Northeast Quarter (St. 28W/4), and the South Half of the South Half of the Southwest Quarter (St. 28W/4), and the South Half of the South Half of the North Half of the Southwest Quarter (St. 252 NZ 8W/4) of Section 25, Block 53, Abstract 2293, Public Land Survey, located in Reeves County, Texas (Sec 25, Blk. 53 - NW4) 240.00 acres of land, more or less, being the Northwest Quarter of the Northwest Quarter (NW4 NW4), South Half of the North Half of the Southwest Quarter (NZ NW4), North Half of the North Half of the Southwest Quarter (NZ NW4), and the North Half of the South Half of the South Half of the Southwest Quarter (NZ NZ W/4), of Section 25, Block 53, Abstract 2293, Public Land Survey, located in Reeves County, Texas (Sec 24, Blk. 53) 640.00 acres of land, more or less, being all of Section 24, Block 53, Abstract 2294, Public School Land Survey, located in Reeves County, Texas (Sec 29, Blk. 56 - SW/4) 640.00 acres, more or less, being the Southwest all of Section 29, Block 56, School File No. 94400, Abstract 22992, Public School Lands Survey, Reeves County, Texas
1076	State of Texas Agent McCamey Farm & Ranch, L.P.	Legend Natural Gas IV, LP	9/1/2010	6/2/2011	882	595		Texas	Reeves	9/1/2015	(See 22, Blk.53) 640.00 acres of land, more or less, being all of Section 22, Block 53, Public School Lands Survey, Abstract No. 3570. Reeves County, Texas (See 27, Blk. 53 - N/2 & SWI4) 480.00 acres of land, more or less, being the North Half (N/2) and Southwest Quarter (SWi4) of Section 27, Block 53, Public School Lands Survey, Abstract No. 3568, Reeves County, Texas (See 38, Blk. 53) 641.00 acres of land, more or less, being all of Section 38, Block 53, Public School Lands Survey, Abstract No. 2981, Reeves County, Texas (See 47, Blk. 53 - D2 of SEV) 8, 8000 acres of land, more to less, being the East Half of the Southeast Quarter (EV. SEV) of Section 47, Block 53, Public School Lands Survey, Abstract No. 3569, Reeves County, Texas (See 47, Blk. 53 - N/2 and SW/4 and W/2 of SE/4) 561.00 acres of land, more or less, being the North Half (N/2), the Southwest Quarter (SW/4), and the West Half of the Southeast Quarter (W/5) (See 34, Blk. 53) 640.00 acres, more or less, being all of Section 34, Block 53, Public School Lands, Reeves County, Texas (See 48, Blk. 53) 640.00 acres, more or less, being all of Section 48, Block 53, Public School Lands, Reeves County, Texas (See 46, Blk. 53) 640.00 acres, more or less, being all of Section 48, Block 53, Public School Lands, Reeves County, Texas (See 46, Blk. 53) 640.00 acres, more or less, being all of Section 46, Block 53, Public School Lands, Reeves County, Texas (See 46, Blk. 53) 640.00 acres, more or less, being all of Section 46, Block 53, Public School Lands, Reeves County, Texas (See 46, Blk. 53) 640.00 acres, more or less, being all of Section 46, Block 53, Public School Lands, Reeves County, Texas (See 46, Blk. 53) 640.00 acres, more or less, being all of Section 46, Block 53, Public School Lands, Reeves County, Texas (See 46, Blk. 53) 640.00 acres, more or less, being all of Section 46, Block 53, Public School Lands, Reeves County, Texas (See 46, Blk. 53) 640.00 acres (S



True & Correct Copy of a document on file at Reeves County Texas, Dianne O. Florez, County Clerk Page of of 32

Exhibit A

Lense No.	Lease Name	Lessee	Lease Date	Recordation Date	Volume	Leases	Entry	State	County	Expiration Date	Legal Description
				Activities	73344	Lucas	A.M.I.	Diac	Contra	Expiration parc	Agai Descripción
1077	Jeffery Allan Wilson	Petrohawk Properties, LP	8/12/2011	9/13/2011	899	85	6316	Texas	Reeves	8/12/2016	(See 25, Blk. 53 - NE4) 240.00 acres of land, more or less, being the Northeast Quarter (NE/4), th Northeast Quarter of the Northwest Quarter (NE/4 NW/4), South Half of the Southwest Quarter (S/2 SW/4), and the South Half of the South Half of the North Half of the Southwest Quarter (S/2 SW/4) of Section 25, Block 53, Abstract 2293, Public Land Survey, located in Reeves County, Texas (See 25, Blk. 53 - NW/4) 240.00 acres of land, more or less, being the Northwest Quarter of the Northwest Quarter of the Northwest Quarter (NW/4 NW/4), South Half of the Northwest Quarter (S/2 RW/4), North Half of the Northwest Quarter (NW/2 NW/2 SW/4), and the North Half of the Southwest Quarter (NZ/2 NZ/2 SW/4), and the North Half of the South Half of the North Malf of the Southwest Quarter (NZ/2 NZ/2 SW/4), and the North Half of the South Half of the North Malf of the South Half of the South Half of the South Half of the South Half of the Southwest Quarter (NZ/2 NZ/2 SW/4), and the North Half of the Southwest Quarter (NZ/2 NZ/2 SW/4), and the North Half of the Southwest Quarter (NZ/2 NZ/2 SW/4), and the North Half of the Southwest Quarter (NZ/2 NZ/2 SW/4), and the North Half of the Southwest Quarter (NZ/2 NZ/2 SW/4), and the North Half of the Southwest Quarter (NZ/2 NZ/2 SW/4), and the North Half of the Southwest Quarter (NZ/2 NZ/2 SW/4), and the North Half of the Southwest Quarter (NZ/2 NZ/2 SW/4), and the Northwest Quarter
1078	State of Texas Agent Michelle E Jordan	Legend Natural Gas IV, LP	9/1/2010	6/2/2011	882	635	3555	Texas	Reeves	9/1/2015	(Sec 22, Bik. 53) 640.00 acres of land, more or less, being all of Section 22, Block 53, Public School Lands Survey, Abstract No. 3570, Reeves County, Texas (Sec 27, Bik. 53 - N72 & SW4) 480.00 acres of land, more or less, being the North Half (N/2) and Southwest Quarter (SW4) of Section 27, Block 53, Public School Lands Survey, Abstract No. 3568, Reeves County, Texas (Sec 38, Bik. 53) 641.00 acres of land, more or less, being all of Section 38, Block 53, Public School Lands Survey, Abstract No. 2981, Reeves County, Texas. (Sec 47, Bik. 53 - B/2 of SE/4) 80.00 acres of land, more or less, being the East Half of the Southeast Quarter (E/2 SE/4) of Section 47, Block 53, Public School Lands Survey, Abstract No. 3569, Reeves County, Texas. (Sec 47, Bik. 53 - N/2 and SW/4 and W/2 of SE/4) 561.00 acres of land, more or less, being the North Half (N/2), the Southwest Quarter (SW/4), and the West Half of the Southeast Quarter (W/SE/4) Section 47, Block 53, Public School Lands Survey, Abstract No. 3569, Reeves County, Texas. (Sec 48, Bik. 53) 640.00 acres, more or less, being all of Section 34, Block 53, Public School Lands, Reeves County, Texas. (Sec 48, Bik. 53) 640.00 acres, more or less, being all of Section 48, Block 53, Public School Lands, Reeves County, Texas. (Sec 46, Bik. 53) 640.00 acres, more or less, being all of Section 46, Block 53, Public School Lands, Reeves County, Texas.



Lease No.	Lease Name	Lessee	Lease Date	Recordation Date	Volume	Page	Entry	State	County	Expiration Date	Legal Description
1079	State of Texas Agent Pamela Parker Clifton	Legend Natural Gas IV, LP	9/1/2010	6/2/2013	882	625	3554	Texas	Reeves	9/1/2015	(See 22, Blk-53) 640,00 acres of land, more or less, being all of Section 22, Block 53, Public School Lands Survey, Abstract No. 3570, Reeves County, Texas (See 27, Blk. 53 - N/2 & SW/4) 480,00 acres of land, more or less, being the North Half (N/2) and Southwest Quarter (SW/4) of Section 27, Block 53, Public School Lands Survey, Abstract No. 3568, Reeves County, Texas. (See 38, Blk. 53) 641,00 acres of land, more or less, being all of Section 38, Block 53, Public School Lands Survey, Abstract No. 2981, Reeves County, Texas. (See 47, Blk. 53 - E/2 of SE/4) 80,00 acres of land, more or less, being the East Half of the Southeast Quarter (E/2 SE/4) of Section 47, Block 53, Public School Lands Survey, Abstract No. 3569, Reeves County, Texas. (See 47, Blk. 53 - N/2 and SW/4 and W/2 of SE/4) 561.00 acres of land, more or less, being the North Half (N/2), the Southwest Quarter (SW/4), and the West Half of the Southeast Quarter (W/4), See Survey, Abstract No. 3569, Reeves County, Texas. (See 34, Blk. 53) 640.00 acres, more or less, being all of Section 34, Block 53, Public School Lands, Reeves County, Texas. (See 48, Blk. 53) 640.00 acres, more or less, being all of Section 48, Block 53, Public School Lands, Reeves County, Texas. (See 46, Blk. 53) 640.00 acres, more or less, being all of Section 48, Block 53, Public School Lands, Reeves County, Texas. (See 46, Blk. 53) 640.00 acres, more or less, being all of Section 46, Block 53, Public School Lands, Reeves County, Texas.
1080	State of Texas Agent Robbin Lee Young	Legend Natural Gas IV, LP	9/1/2010	6/2/2011	882	655	3557	Texas	Reeves	9/1/2015	(Sec 22, Blk, 53) 640,00 acres of land, more or less, being all of Section 22, Block 53, Public School Lands Survey, Abstract No. 3570, Reeves County, Texas (Sec 27, Bk, 53 - N/2 & SW4) 480,00 acres of land, more or less, being the North Half (N/2) and Southwest Quarter (SW/4) of Section 27, Block 53, Public School Lands Survey, Abstract No. 3568, Reeves County, Texas (Sec 38, Bik, 53) 641,00 acres of land, more or less, being all of Section 38, Block 53, Public School Lands Survey, Abstract No. 2981, Reeves County, Texas. (Sec 47, Bk, 53 - EZ of SEV4) 80,00 acres of land, more or less, being the East Half of the Southeast Quarter (EV. SEV4) of Section 47, Block 53, Public School Lands Survey, Abstract No. 3569, Reeves County, Texas. (Sec 47, Bk, 53 - N/2 and SW/4 and W/2 of SE/4) 561,00 acres of land, more or less, being the North Half (N/2), the Southwest Quarter (SW/4), and the West Half of the Southeast Quarter (W. SEV4) of Section 47, Block 53, Public School Lands Survey, Abstract No. 3569, Reeves County, Texas. (Sec 44, Blk, 53) 640,00 acres, more or less, being all of Section 34, Block 53, Public School Lands, Reeves County, Texas. (Sec 46, Blk, 53) 640,00 acres, more or less, being all of Section 48, Block 53, Public School Lands, Reeves County, Texas. (Sec 46, Blk, 53) 640,00 acres, more or less, being all of Section 48, Block 53, Public School Lands, Reeves County, Texas. (Sec 46, Blk, 53) 640,00 acres, more or less, being all of Section 46, Block 53, Public School Lands, Reeves County, Texas. (Sec 46, Blk, 53) 640,00 acres, more or less, being all of Section 46, Block 53, Public School Lands, Reeves County, Texas.
	State Of Texas - Blake Oil And Gas Corporation Agent	Silverback Exploration U.C.	8/15/2014	1/16/2015	1138	391		Texas	Reeves	8/15/2017	East 100 acros of the SE/4 of Section 1, A-5442, Block 59, Public Lands Survey, Reeves County, Texas
	State Of Texas - Judson Operations Ltd Agent	Silverback Exploration LLC	9/26/2014	1/16/2015	1138	402		Texas	Recves	9/26/2017	East 100 acres of the SE/4 of Section 1, A-5442, Block 59, Public Lands Survey, Reeves County, Texas
	State Of Texas - Laj Corporation Agent	Silverback Exploration LLC	8/22/2014	1/16/2015	1138	413		Texas	Reeves	8/22/2017	East 100 acres of the SE/4 of Section 1, A-5442, Block 59, Public Lands Survey, Reeves County, Texns
	State Of Texas - Sigmar Inc Agent	Silverback Exploration LLC	9/22/2014	1/16/2015	1138	424		Texas	Reeves	9/22/2017	East 100 acres of the SE/4 of Section 1, A-5442, Block 59, Public Lands Survey, Reeves County, Texas
	State Of Texas - Beverly Marshio Agent	The Bellomy Group LLC	12/16/2014	1/14/2015	1138	19		Texas	Reeves	12/16/2017	The SE/4 of Section 7, Block 59, Public Schools Lands, Reeves County, Texas
	State Of Texas - Charlene Weich Agent	The Bellomy Group LLC	12/16/2014	1/14/2015	1138	10		Texas	Reeves	12/16/2017	The SE/4 of Section 7, Block 59, Public Schools Lands, Reeves County, Texas
	State Of Texas - Charles E George Agent	The Bellomy Group LLC	12/16/2014	1/14/2015	1137	769		Texas	Reeves	12/16/2017	The SE/4 of Section 7, Block 59, Public Schools Lands, Reeves County, Texas
	State Of Texas - Clyde A George Agent	The Bellomy Group LLC	12/16/2014	1/14/2015	1137	751		Texas	Reeves	12/16/2017	The SE/4 of Section 7, Block 59, Public Schools Lands, Reeves County, Texas
	State Of Texas - Cynthia Lynn Wilson Agent	The Bellomy Group LLC	12/16/2014	1/14/2015	1137	760		Texas	Reeves	12/16/2017	The SE/4 of Section 7, Block 59, Public Schools Lands, Reeves County, Texas
	State Of Texas - James R George Jr Et Al Agent	The Bellomy Group LLC	12/16/2014	1/14/2015	1138	1	CPT-CAT	Texas	Reeves	12/16/2017	The SE/4 of Section 7, Block 59, Public Schools Lands, Reeves County, Texas
	State Of Texas - Janet Lenay Bexley Agent	The Bellomy Group LLC	12/16/2014	1/14/2015	1137	776		Texas	Reeves	12/16/2017	The SE/4 of Section 7, Block 59, Public Schools Lands, Reeves County, Texas
	State Of Texas - Rise Amburgey Fultz Agent	The Bellomy Group LLC	12/16/2014	1/14/2015	1137	785		Texas	Reeves	12/16/2017	The SE/4 of Section 7, Block 59, Public Schools Lands, Reeves County, Texas
	State Of Texas - Robert J George Agent	The Bellomy Group LLC	12/16/2014	Carlo and the control of the control	1137	742		Texas	Reeves	12/16/2017	The SE/4 of Section 7, Block 59, Public Schools Lands, Reeves County, Texas

True & Correct Copy of a document on file at Reeves County Texas, Diame O. Florez, County Clerk Page 27 of 32



Peeves County Texas,
Clause O, Florez, County Clerk
Page 28 of 32

Exhibit A-1 Leases

Lense No.	Lease Name	Lessee	Lease Date	Recordation Date	Volume	Page	Entry	State	County	Expiration Date	Legal Description
COVERED TO THE	State Of Texas - Vivie Ann Dodd Agent	The Bellomy Group LLC	12/16/2014	1/14/2015	1137	733		Texas	Recves	12/16/2017	The SE/4 of Section 7, Black 59, Public Schools Lands, Reeves County, Texas
	State Of Texas - Coates Energy Interest Ltd Agent	The Beliomy Group LLC	9/16/2014	10/10/2014	1112	475		Texas	Reeves	9/16/2017	All of Section 9, Block 59, PSL Survey, Reeves County, Texas
	State Of Texas - Coates Energy Trust Agent	The Bellomy Group LLC	9/16/2014	10/10/2014	1112	462		Texas	Reeves	9/16/2017	All of Section 9, Block 59, PSL Survey, Reeves County, Texas
	State Of Texas - Mary Jane Megary A Feme Sole Agent	The Bellorny Group LLC	7/30/2014	8/20/2014	1098	737		Texas	Reeves	7/30/2017	All of Section 9, Block 59, PSL Survey, Reeves County, Texas
	State Of Texas - Megary Family Trust Et Al Agent	The Bellomy Group LLC	7/30/2014	8/20/2014	1098	726		Texas	Recves	7/30/2017	All of Section 9, Block 59, PSL Survey, Reeves County, Texas
	State Of Texas - Megary Living Trust Et Al Agent	The Bellomy Group LLC	7/30/2014	8/20/2014	1098	715		Texas	Recycs	7/30/2017	All of Section 9, Block 59, PSL Survey, Reeves County, Texas
	State Of Texas - Abigail Grilley Gutierrez Agent	The Bellomy Group LLC	1/15/2015	1/28/2015	[141	220		Texas	Reeves	1/15/2018	The W/2 SE/4 of Section 12 Block 59, PSL Survey, and the W/2 of NW/4 of Section 13, PSL Survey, Reeves County, Texas
	State Of Texas - Blake Oil And Gas Corporation Agent	Silverback Exploration LLC	8/15/2014	1/16/2015	1138	435		Texas	Reeves	8/15/2017	The E/2 NE/4 of Section 12, Block 39, PSL Survey, Reeves County, Texas
	State Of Texas - Elicin Grilley Green Agent	The Belloniy Group LLC	1/7/2015	1/28/2015	1141	211		Texas	Reeves	1/7/2018	The W/2 SE/4 of Section 12 Block 59, PSL Survey, and the W/2 of NW/4 of Section 13, PSL Survey, Reeves County, Texas
	State Of Texas - Glenn M Stevenson Et Al	The Bellomy Group LLC	12/1/2014	12/11/2014	1130	192		Texas	Reeves	12/1/2017	The E/2 of SE/4 & W/2 of NE/4 of Section 12, Block 59, PSL Survey, and the E/2 of NW/4 of Section 13, Block 59, PSL Survey, Reeves County, Texas
	State Of Texas - Judson Operations Ltd Agent	Silverback Exploration LLC	9/26/2014	1/16/2015	1138	446	Transaca	Texas	Reeves	9/26/2017	The E/2 NE/4 of Section 12, Block 59, PSL Survey, Reeves County, Texas
	State Of Texas - Kenneth W Parker Agent	The Bellomy Group LLC	10/9/2014	10/15/2014	1114	304	March Comment	Texas	Reeves	10/9/2017	The W/2 NW/4 of Section 2, Block 59, PSL Survey, Reeves County, Texas
- Comment from t	State Of Texas - Laj Corporation Agent	The Bellomy Group LLC	8/22/2014	1/16/2015	1138	457		Texas	Reeves	8/22/2017	The E/2 NE/4 of Section 12, Block 59, PSL Survey, Reeves County, Texas
	State Of Texas - Lauren Grilley Agent	The Bellomy Group LLC	1/15/2015	1/28/2015	1141	202		Texas	Reeves	1/15/2018	The W/2 SE/A of Section 12 Block 59, PSL Survey, and the W/2 of NW/4 of Section 13, PSL Survey, Reeves County, Texas
W201510-1-	State Of Texas - Linda L Grilley Agent	The Bellomy Group LLC	11/26/2014	12/11/2014	1130	183		Texas	Reeves	11/26/2017	The W/2 of SE/4 of Section 12, Block 59, PSL Survey, and the W/2 NW/4 of Section 13, Block 59, PSL Survey, Reeves County, Texas
	State Of Texas - Midland Aog Partners Ltd Agent	The Bellomy Group LLC	9/10/2014	10/15/2014	1114	286		Texas	Reeves	9/10/2017	The E/2 SE/4 & W/2 NE/4 of Section 12, Block 59, PSL Survey, and the E/2 NW/4 of Section 13 Block 59, PSL Survey, Reeves County, Texas
	State Of Texas - Paul Harvey Oden Agent	The Bellomy Group LLC	8/6/2014	10/15/2014	1114	277		Texas	Reeves	8/6/2017	South 60 acres of E/2 NW/4 and E/2 SW/4 of Section 12, Block 59, PSL Survey, Reeves Cunty, Texas
	State Of Texas - Sigmar Inc Agent	Silverback Exploration LLC	9/22/2014	1/16/2015	1138	468		Texas	Reeves	9/22/2017	The E/2 NE/4 of Section 12, Block 59, PSL Survey, Reeves County, Texas
	State Of Texas - Wade P Koehl Agent	The Bellomy Group LLC	9/10/2014	10/15/2014	1114	295		Texas	Recves	9/10/2017	The E/2 SE/4 & W/2 NE/4 of Section 12, Block 59, PSL Survey, and the E/2 NW/4 of Section 1 Block 59, PSL Survey, Reeves County, Texas
	State Of Texas - Walking O Lp	The Bellomy Group LLC	8/6/2014	10/15/2014	1114	250		Texas	Reeves	8/6/2017	South 60 acres of E/2 NW/4 and E/2 SW/4 of Section 12, Block S9, PSL Survey, Reeves Cunty, Texas
	State Of Texas - Blake Oil And Gas Corporation Agent	Silverback Exploration LLC	8/15/2014	1/16/2015	1138	479		Texas	Reeves	8/15/2017	The E/2 NE/4 and E/2 SW/4 of Section 13, Block 59, PSL Survey, Reeves County, Texas
	State Of Texas - Coalson Rev Trust Of 1994 Agent	The Bellomy Group LLC	9/9/2014	11/12/2014	1121	467		Texas	Reeves	9/9/2017	The E/2 SE/4 & W/2 NE/4 of Section 12, Block 59, PSL Survey, and the E/2 NW/4 of Section 1. Block 59, PSL Survey, Reeves County, Texas
	State Of Texas - Glenn M Stevenson Et Al	The Belioniy Group LLC	12/1/2014	12/11/2014	1130	192		Texas	Reeves	12/1/2017	The E/2 of SE/4 & W/2 of NE/4 of Section 12, Block 59, PSL Survey, and the E/2 of NW/4 of Section 13, Block 59, PSL Survey, Reeves County, Texas
	State Of Texas - Judson Operations Ltd Agent	Silverback Exploration LLC	9/26/2014	1/16/2015	1138	490		Texas	Reeves	9/22/2017	The E/2 NE/4 and E/2 SW/4 of Section 13, Block 59, PSL Survey, Reeves County, Texas
	State Of Texas - Laj Corporation Agent	Silverback Exploration LLC	8/22/2014	1/16/2015	1138	501		Texas	Reeves	8/22/2017	The E/2 NE/4 and E/2 SW/4 of Section 13, Block 59, PSL Survey, Reeves County, Texas
	State Of Texas - Linda L Grilley Agent	The Bellomy Group LLC	11/26/2014		1130 -	183		Texas	Reeves	11/26/2017	The W/2 of SE/4 of Section 12, Block 59, PSL Survey, and the W/2 NW/4 of Section 13, Block 59, PSL Survey, Reeves County, Texas
	State Of Texas - Osado Properties Ltd Agent	The Bellomy Group LLC	12/10/2014	1/14/2015	1138	28		Texas	Reeves	12/10/2017	The Wt2 SE/4 of Section 12 Block 59, PSL Survey, and the Wt2 of NW/4 of Section 13, PSL Survey, Reeves County, Texas
	State Of Texas - Paul Harvey Oden Agent	The Bellomy Group LLC	8/6/2014	10/15/2014	1114	268		Texas	Reeves	8/6/2017	The E/2 SE/4 of Section 13, Block 59, PSL Survey, Recevs County, Texas
	State Of Texas - Sigmar Inc Agent	Silverback Exploration LLC	9/22/2014	1/16/2015	1138	512		Texas	Reeves	9/22/2017	The E/2 NE/4 and E/2 SW/4 of Section 13, Block 59, PSL Survey, Reeves County, Texas
_	State Of Texas - Walking O Lp	The Bellomy Group LLC	8/6/2014	10/15/2014	1114	259		Texas	Reeves	8/6/2017	The E/2 SE/4 of Section 13, Block 59, PSI, Survey, Recevs County, Texas
	State Of Texas - Joanne Bailey Agent	The Bellomy Group LLC	7/29/2014	8/20/2014	1098	708	400	Texas	Reeves	7/29/2017	The W/2 of SW/4 and W/2 of SE/4 of Section 14, Block 59, PSL Survey, Reeves County, Texas
	Anne Schrock La Fever	The Bellomy Group LLC	7/1/2014	7/16/2014	1089	588		Texas	Reeves	7/1/2017	The South 137,1428 acres of the North Half of Section 15, Block 59, Public School Lands Surve Reeves County, Texas
	Aubrey William Trayler	The Bellomy Group LLC	6/20/2014	7/16/2014	1089	592		Texas	Reeves	6/20/2017	The South 137.1428 acres of the North Half of Section 15, Block 59, Public School Lands Surve Reeves County, Texas
	Barbara H Goodrum	The Bellemy Group LLC	7/2/2014	7/21/2014	1091	235		Texas	Reeves	7/2/2017	The South 137.1428 acres of the North Half of Section 15, Block 59, Public School Lands Survey Reeves County, Texas
	Betsy Wolverton Dipilato	The Bellomy Group LLC	8/11/2014	8/20/2014	1098	632		Texas	Reeves	8/11/2017	The South 137,1428 acres of the North Half of Section 15, Block 59, Public School Lands Survey Reeves County, Texas
	Carol Sue Gray	The Bellomy Group LLC	8/11/2014	8/20/2014	1098	641		Texas	Reeves	8/11/2017	The South 137.1428 acres of the North Half of Section 15, Block 59, Public School Lands Survey Reeves County, Texas
	Carolyn C Tinney	The Beilomy Group LLC	12/1/2014	12/11/2014	1130	207		Texas	Reeves	12/1/2017	The South 137.1428 acres of the North Half of Section 15, Block 59, Public School Lands Survey Reeves County, Texas
	David E Cuppett lii	The Bellomy Group LLC	7/21/2014	8/12/2014	1096	460		Texas	Reeves	7/21/2017	The South 137,1428 acres of the North Half of Section 15, Block 59, Public School Lands Survey Reeves County, Texas



True & Correct Copy of a document on file at Reeves County Texas,
Dianne O. Florez, County Clerk
Page 89 of 33

Exhibit A-1

ense No.	Leave Name	Lessee	Lease Date	Recordation Date	Volume	Page	Entry	State	County	Expiration Date	Legal Description
	Desert Partners V Lp	The Bellomy Group LLC	7/1/2014	8/12/2014	1096	442		Texas	Reeves	7/1/2017	The North 182 6/7 acres of the N/2 of Section 15, Block 59, PSL Survey, Reeves County, Texas
	Ellen C Tribett	The Bellomy Group LLC	12/1/2014	12/11/2014	1130	203		Texas	Reeves	12/1/2017	The South 137.1428 acres of the North Half of Section 15, Block 59, Public School Lands Survi
	Geraldine Millwee Estate	The Bellomy Group LLC	10/29/2014	11/12/2014	1121	578		Texas	Reeves	10/29/2017	Reeves County, Texas The SW/4 SW/4 of Section 15, Block 59, PSL Survey, Reeves County, Texas
	AND THE PROPERTY OF THE PROPER	The second secon						Mark Committee	The second second	THE RESIDENCE AND ADDRESS OF THE PERSON OF T	The South 137.1428 acres of the North Half of Section 15, Block 59, Public School Lands Survey
	Harriett G Hackney	The Bellomy Group LLC	12/5/2014	1/14/2015	1138	61		Texas	Reeves	12/5/2017	Reeves County, Texas
	Jack G Harris	The Bellomy Group LLC	7/14/2014	8/12/2014	1096	447		Texas	Reeves	7/14/2017	The South 137,1428 acres of the North Half of Section 15, Block 59, Public School Lands Surve Reeves County, Texas
	John G Hackney Jr	The Bellomy Group LLC	7/23/2014	11/12/2014	1121	604	-	Texas	Reeves	7/23/2017	The South 137,1428 acres of the North Half of Section 15, Block 59, Public School Lands Surve Reeves County, Texas
	John Wesley Bookhultz Trust	The Bellomy Group LLC	7/14/2014	8/12/2014	1096	451		Texas	Reeves	7/14/2017	The South 137,1428 acres of the North Half of Section 15, Block 59, Public School Lands Surve Reeves County, Texas
	Judith Adair Howic	The Bellomy Group LLC	7/1/2014	7/16/2014	1089	584		Texas	Reeves	7/1/2017	The South 137.1428 acres of the North Half of Section 15, Block 59, Public School Lands Surve Reeves County, Texas
	Kathryn W Carvey	The Bellomy Group LLC	11/21/2014	12/11/2014	1130	211		Texas	Reeves	11/21/2017	The South 137.1428 acres of the North Half of Section 15, Block 59, Public School Lands Surve Reeves County, Texas
	Kristan N Belfield	The Bellomy Group LLC	12/2/2014	1/14/2015	1138	65		Texas	Reeves	12/2/2017	The South 137,1428 acres of the North Half of Section 15, Block 59, Public School Lands Surve Reeves County, Texas
	Lark W Anderson	The Bellomy Group LLC	11/24/2014	12/11/2014	1130	219		Texas	Reeves	11/24/2017	The South 137,1428 acres of the North Half of Section 15, Block 59, Public School Lands Surve Reeves County, Texas
	Marsha R Grant	The Bellomy Group LLC	7/10/2014	7/21/2014	1091	239		Texas	Reeves	7/10/2017	The South 137.1428 acres of the North Half of Section 15, Block 59, Public School Lands Surve Reeves County, Texas
net slike k - 3	Mary Dianne Trayler Matjeka	The Bellomy Group LLC	6/23/2014	7/16/2014	1089	602		Texas	Reeves	6/23/2017	The South 137.1428 acres of the North Half of Section 15, Block 59, Public School Lands Surve Reeves County, Texas
	Nancy Jo Boone	The Ballomy Group LLC	7/22/2014	8/12/2014	1096	457		Texas	Recves	7/22/2017	182.857 acres of land, more or loss, being the North 182.857 acres of the North Half of Section 1 Block 59, PSL Survey, Reeves County, Texas
	Richard E Wolverton	The Bellomy Group LLC	8/11/2014	8/20/2014	1098	637		Texas	Reeves	8/11/2017	The South 137,1428 acres of the North Half of Section 15, Block 59, Public School Lands Surve Reeves County, Texas
	Robbie Ruth Trayler Robitaille	The Bellomy Group LLC	6/23/2014	7/16/2014	1039	598		Техия	Reeves	6/23/2017	The South 137.1428 acres of the North Half of Section 15, Block 59, Public School Lands Surve Reeves County, Texas
	Ruth C Buchanan	The Bellomy Group LLC	7/21/2014	8/12/2014	1096	464		Texas	Reeves	7/21/2017	The South 137,1428 acres of the North Half of Section 15, Block 59, Public School Lands Survey Reeves County, Texas
	State Of Texas - Camellia Land Inc Agent	The Bellomy Group LLC	9/18/2014	10/10/2014	1112	423		Texas	Reeves	9/18/2017	The SE/4 of Section 15, Block 59, PSL Survey, Reeves County, Texas
	State Of Texas - Cindy Seybert Rinehart Agent	The Bellomy Group LLC	8/25/2014	9/3/2014	1101	764		Texas	Reeves	8/25/2017	The N/2 SW/4 and SE/4 SW/4 of Section 15, Block 59, PSL Survey, Reeves County, Texas
	State Of Texas - Leslie Fore- Agent	The Bellomy Group LLC	8/22/2014	8/26/2014	1100	25		Texus	Reeves	8/22/2017	The SE/4 of Section 15, Block 59, PSL Survey, Reeves County, Texas
	State Of Texas - Linda llene Lewis Agent	Silverback Exploration LLC	9/18/2014	10/10/2014	1112	488		Texas	Reeves	9/18/2017	The N/2 SW/4 and SE/4 SW/4 of Section 15. Block 59, PSL Survey, Reeves County, Texas
	State Of Texas - Lowry Lewis Agent	Silverback Exploration LLC	9/18/2014	10/10/2014	1112	497		Texas	Reeves	9/18/2017	The N/2 SW/4 and SE/4 SW/4 of Section 15, Block 59, PSL Survey, Reeves County, Texas
	State Of Texas - Mary Ann Kawaja Agent	The Beliomy Group LLC	12/15/2014	1/28/2015	1112	193		Texas	Reeves	12/15/2017	The N/2 SW/4 and SE/4 SW/4 of Section 15, Block 59, PSL Survey. Reeves County, Texas
	State Of Texas - The Bellomy Group Lic - Agent	Silverback Exploration LLC	10/22/2014	2/9/2015	1143	752		Texas	Reeves	10/22/2017	The SE/4 of Section 15, Block 59, PSL Survey, Reeves County, Texas
	The Wolverton Trust	The Bellomy Group LLC	12/18/2014	1/28/2015	1141	174		Texas	Reeves	12/18/2017	The South 137.1428 acres of the North Half of Section 15, Block 59, Public School Lands Survey Reeves County, Texas
	William Hugh Grant	The Bellomy Group LLC	7/10/2014	7/21/2014	1091	231		Texas	Reeves	7/10/2017	The South 137,1428 acres of the North Half of Section 15, Block 59, Public School Lands Survey Reeves County, Texas
	William R Wolverton Jr	The Bellomy Group LLC	11/30/2014	12/11/2014	1130	215		Texas	Reeves	11/30/2017	The South 137.1428 acres of the North Half of Section 15, Block 59, Public School Lands Survey Reeves County, Texas
	State Of Texas - Gloria Jean Swisher Agent	The Bellomy Group LLC	7/11/2014	10/10/2014	1112	515		Texas	Reeves	7/11/2017	187.5 acres of land, more or less, out of the Northwest Part and East and South Parts of West Part of Section 29, Block 59, Public Schools Lands, Recevs County, Texas
	State Of Texas - M Brad Bennett Et Al Agent	The Bellomy Group LLC	9/19/2014	10/10/2014	1112	449		Texas	Reeves	9/19/2017	137.5 acres out of the NW and S parts of the middle 232.5 acres of Section 29, Block 59, PSL Survey, Reeves County, Texas
	State Of Texas - Marrow Harrison Interests Lle Agent	The Bellomy Group LLC	7/1/2014	10/10/2014	1112	506		Texas	Reeves	7/1/2017	West 95 acres of the East 195 acres of the North Half of Section 29, Block 59, PSL, Reeves County, Texas
	Blake Oil And Gas Corporation	Silverback Exploration LLC	8/15/2014	1/16/2015	1138	573		Texas	Reeves	8/15/2017	All of Section 31, Block 59, PSL Survey, Reeves County, Texas
	Therese Edwards Nichols Exempt Trust	Silverback Exploration LLC	10/2/2014	1/16/2015	1138	567		Texas	Recves	10/2/2017	All of Section 31, Block 59, PSL Survey, Reeves County, Texas
	State Of Texas - Blake Oil And Gas Corporation Agent	Silverback Exploration LLC	8/15/2014	1/16/2015	1138	380	A-11-	Texas	Reeves	8/15/2017	The NE/4 NE/4 Section 32, Block 59, PSL Survey, Reeves County, Texas
	State Of Texas - Marrow Harrison Interests Lie Agent	The Bellomy Group LLC	7/8/2014	8/26/2014	1100	34		Texas	Reeves	7/8/2017	The East Half of Section 37, Block 53, PSL, Reeves County, Texas
	State Of Texas - Charles R Wiggins Agent	The Bellomy Group LLC	7/15/2014	8/20/2014	1098	218		Texas	Reeves	7/15/2017	The N/2 of Section 43, Block 56, Public School Lands Survey, Abstract 5757, Reeves County, Texas
	State Of Texas - Dorr Petroleum Land Management Llc Agent	The Bellomy Group LLC	7/15/2014	8/26/2014	1100	43		Texas	Reeves	7/15/2017	The N/2 of Section 43, Block 56, Public School Lands Survey, Abstract 5757, Reeves County, Texas



Exhibit A-1

		CONTRACTOR AND ADDRESS OF THE PARTY OF THE P				Leases					
Lease No.	Lease Name	Lessee	Lense Date	Recordation Date	Volume	Page	Entry	State	County	Expiration Date	Leval Description
MGI,#21	State of Texas General Land Office	Wise & Susong, LLC	1/17/2017	3/8/2017	Section 1		17-03839	TX	Reeves	1/17/2020	SE/4 of Section 27, Block 53, PSL Survey, Reeves County, Texas
MGL#22	State of Texas General Land Office	Wise & Susong, LLC	1/17/2017	3/8/2017			17-03838	TX	Reeves		NW/4 of Section 35, Block 53, PSL Survey, Reeves County, Texas
MGL#23	State of Texas General Land Office	Wise & Susong, LLC	1/17/2017	3/8/2017			17-03840	TX	Reeves		E/2 of SE/4 of Section 47, Block 53, PSL Survey, Reeves County, Texas

Time & Correct Copy of a document on file at Reeves County Texas, Elarne O. Florez, County Clerk Page 30 of 32

Exhibit A-2

Wells

- 1. State Gateway 22 2H API: 42-389-34930
- 2. State Johnny Cash 23 2H API: 42-389-35064
- 3. State Gateway 38 5H API: 42-389-35218
- 4. Orbison 28 6H API: 42-389-34995
- 5. Santana 29 2H API: 42-389-35266
- 6. State Muddy Water 30 2H API: 42-389-34985
- 7. State BB King 32 2H API: 42-389-34984
- 8. Gateway 21 SWD 1 API: 42-389-34925

Exhibit A-2 to Assignment and Bill of Sale

Trué & Cerrect Copy of a document on file at Reeves County Texas, Dianne O. Florez, County Clerk Page 31 of 32



Schedule 2

Certain Excluded Assets

- 1. Crude Oil Purchase Agreement and Amendment, dated March 1, 2016, by and among Sunoco Partners Marketing & Terminals LP and Endurance Resources Holdings II LLC.
- 2. Gas Gathering and Processing Contract and 1st, 2nd, and 3rd Amendments, dated August 4, 2015, by and among Eagleclaw Midstream Ventures, LLC and Endurance Resources LLC.
- 3. Credit Agreement, dated January 6, 2017, by and between Atlantic Resources II Holding Co., LLC, as Borrower, and JPMorgan Chase Bank, N.A., as Administrative Agent, and the Lenders party to such Credit Agreement.
- 4. Gas Treating Agreement and Amendment, dated May 20, 2016, by and between Kinder Morgan Treating LP and Endurance TX, LLC.
- 5. Endurance Salt Water Disposal Agreement for Gateway 21 SWD, dated November 1, 2015, by and between Ola Kathleen Parker Independent Executor of Estate of J Loyd Parker III, Allison Renee Parker, Michelle Elise Parker Jordan, Pamela Parker Clifton, Christopher Matthew Clifton, Cale Andrew Clifton, Kelli Clifton Gossmann, McCamey Farm & Ranch LP, Robin Lee Young, Young Cottonwood Oil & Gas LP and Endurance Resources Holdings II LLC.

Inst No. 17-05953 DIANNE O. FLOREZ COUNTY CLERK 2017 Apr 10 at 02:12 PM REEVES COUNTY, TEXAS

Schedule 2 to Assignment and Bill of Sale

BY: RL Poulna Ryles

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is	to yeb	filed for record in my office this. Ni, under Clerk's File No.
	H. Winges my hand and ol	Remarks of Reeyers County, Texas.
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True & Correct Copy of a document on file at Reeves County Texas,
Dianne O. Florez, County Clerk
Page 32 of 32

File No. _______M=111869

Assign# 10374

Atlantic (2) North Roove

Date Filed: _______9-7-17

George P. Bush, Commissioner

By_______

THE STATE OF TEXAS COUNTY OF REEVES I, Dianne O. Florez, Clerk of the County Court in and for said County and State do hereby certify that the foregoing is a true and correct copy of filed for record in my office this day of HOTI And M. under Clerk's File No. Records of Reeves County, Texas. TO CERTIFY WHICH, Witness my hand and official scal at Pocos, Texas this TO CHATTEY WHICH, Witness my hand and official scal at Pocos, Texas this DIANNE O. FLOREZ, CLUNTY CLERK By DIANNE O. FLOREZ, CLUNTY CLERK REEVES COUNTY, TEXAS				-	R	
E STATE OF TEXAS I, Dianne O. Florez, Clerk of the County Court in ar said County and State do hereby certify th the foregoing is a true and correct copy of for record in my office this day of HOCT day of HOCT A COUNTY CLERK Ords of Reeves County, Texas. TO CERTIFY WHICH, Witness my hand and official scal at Pocos, Texa day of HOCT A COUNTY CLERK REEVES COUNTY, TEXAS. DIANNE O. FLOREZ, CLUNTY CLERK	By.	this	1 6	P	100	H
ATE OF TEXAS I, Dianne O. Florez, Clerk of the County Court in ar County and State do hereby certify that the foregoing is a true and correct copy of the County and State do hereby certify that the foregoing is a true and correct copy of the County and State dated the County of the County for as to be accorded in the OFT CERTIFY WHICH, Witness my hand and official scal at Pocos, Texa day of TO CHARTY WHICH, Witness my hand and official scal at Pocos, Texa day of TO CHARTY CLERK REEVES COUNTY, TEXAS	-	orqs	1	for		E ST
FREEVES I, Dianne O. Florez, Clerk of the County Court in arrive and State do hereby certify th the foregoing is a true and correct copy of in my office this day of HOCT day of HOCT will construct the major Clerk's File No. 1 - 0 < 5 , to be accorded in the HCCLO. TO CERTIFY WHICH, Witness my hand and official scal at Pocos, Text day of 1 CCL. DIANNE O. FLOREZ, CLUNTY CLERK REEVES COUNTY, TEXAS	j	5	X	1000	1 P	ELV.
TEXAS I, Dianne O. Florez, Clerk of the County Court in ar d State do hereby certify that the foregoing is a two and correct copy (B)	F	TO	工作	d in	NA RE	OF
L Dianne O. Florez, Clerk of the County Court in ar ite do hereby certify th the foregoing is a true and correct copy of the County Court in ar ite do hereby certify th the foregoing is a true and correct copy of the County Court in ar ite do hereby certify th the foregoing is a true and correct copy of the County Court in the County Court in the County County. Texas. Of TOTAL Dianne O. Florez, Clerk of the County Court in ar ite do hereby certify the County County. Texas. DIANNE O. Florez, County Court in ar ite do hereby certify the County County. Texas.	5	CHI	F.0	my o	PESS	TEX
I, Diame O. Florez, Clerk of the County Court in are hearby certify that the foregoing is a true and correct copy this dated HPM the file No. 1 - 0 S , to be accorded in the File No. 1 - 0 S , to be accorded in the Foxas. Y WHICH, Witness my hand and official scal at Pecos, Texas. DIANNE O. FLOREZ, CLUNTY CLERK REEVES COUNTY, TEXAS	TO TO	of Riff	5	ffice		S
L. Dianne O. Florez, Clerk of the County Court in are bey certify th the foregoing is a true and correct copy day of HOYI day of HOYI CLERK Witness my hand and official scal at Pocos, Text TOY CLERK REEVES COUNTY, TEXAS	B	Y W	6	1	2	
DIANNE O. Florez, Clerk of the County Court in are early that the foregoing is a true and correct copy that the foregoing is a true and correct copy that the control of the county Court in are early that the control of the county county that the county clerk that	8	图"	1		T.	
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OIL & GAS DIVISION

PERMIT TO DRILL, DEEPEN, PLUG BACK, OR RE-ENTER ON A REGULAR OR ADMINISTRATIVE EXCEPTION LOCATION

PERMIT NUMBER 8	30120	DATE PERMIT ISSUED OR AMENDED Aug 30, 2017	DISTRICT	* 0	8	
API NUMBER	42-389-36304	FORM W-I RECEIVED Aug 21, 2017	COUNTY	REEV	/ES	
TYPE OF OPERATION NEV	ON V DRILL	WELLBORE PROFILE(S) Horizontal	ACRES	96	60	
PO BOX 3	RESOURCES 0 759 TX 79702-0000		This permi revoked if		wable assigned ma ee(s) submitted to not honored. elephone No:	
LEASE NAME	STATE G	ATEWAY 22	WELL NU	MBER	6H	
LOCATION	35 miles NW dire	ection from PECOS	TOTAL DI	ЕРТН	11000	
Section, Block and/or SECTION		BLOCK ₹ 53 ABST	RACT ∢ 357	70		
			DISTANC		ST LEASE LINE	3
DISTANCE TO SURV	315 ft. NORTH	330 ft. EAST		201	I II.	
DISTANCE TO SURV DISTANCE TO LEAS FIELD(s) and LIMITA	315 ft. NORTH E LINES 315 ft. NORTI			E TO NEARES See FIEL	ST WELL ON L LD(s) Below	EASE
DISTANCE TO LEAS	315 ft. NORTH E LINES 315 ft. NORTH ATIONS: * S	H 330 ft. EAST EE FIELD DISTRICT FOR REPORTIN		E TO NEARES See FIEL ES * DEPTH	ST WELL ON L	DIS
FIELD(s) and LIMITA FIELD NAME LEASE NAME FORD, WEST (W	315 ft. NORTH	H 330 ft. EAST	G PURPOSI	E TO NEARES See FIEL ES * DEPTH	ST WELL ON L LD(s) Below WELL#	
FIELD(s) and LIMITA FIELD NAME LEASE NAME FORD, WEST (W	315 ft. NORTH	H 330 ft. EAST EE FIELD DISTRICT FOR REPORTIN	G PURPOSI ACRES NEAREST LI	E TO NEARES See FIEL ES * DEPTH EASE	WELL # NEAREST WE 6H	DIS

OIL & GAS DIVISION

PERMIT TO DRILL, DEEPEN, PLUG BACK, OR RE-ENTER ON A REGULAR OR ADMINISTRATIVE EXCEPTION LOCATION

PERMIT NUMBER 830120	DATE PERMIT ISSUED OR AMENDE Aug 30, 2017	ED DISTRICT * 08
API NUMBER 42-389-36304	FORM W-1 RECEIVED Aug 21, 2017	COUNTY
TYPE OF OPERATION NEW DRILL	WELLBORE PROFILE(S) Horizontal	ACRES 960
OPERATOR ATLANTIC RESOURCES (PO BOX 3759 MIDLAND, TX 79702-0000		NOTICE This permit and any allowable assigned may be revoked if payment for fee(s) submitted to the Commission is not honored. District Office Telephone No: (432) 684-5581
LEASE NAME STATE G	ATEWAY 22	WELL NUMBER 6H
LOCATION 35 miles NW dire	ection from PECOS	TOTAL DEPTH 11000
Section, Block and/or Survey SECTION 22 SURVEY PSL/HOPPER, G	BLOCK ₹ 53	BSTRACT ∢ 3570
DISTANCE TO SURVEY LINES 315 ft. NORTH	1 330 ft. EAST	DISTANCE TO NEAREST LEASE LINE 201 ft.
DISTANCE TO LEASE LINES 315 ft. NORT	H 330 ft. EAST	DISTANCE TO NEAREST WELL ON LEASE See FIELD(s) Below
FIELD(s) and LIMITATIONS: * S	EE FIELD DISTRICT FOR REPOR	TING PURPOSES *

FIELD NAME LEASE NAME ACRES DEPTH NEAREST LEASE

WELL # NEAREST WE

DIST

THE FOLLOWING RESTRICTIONS APPLY TO ALL FIELDS

This well shall be completed and produced in compliance with applicable special field or statewide spacing and density rules. If this well is to be used for brine mining, underground storage of liquid hydrocarbons in salt formations, or underground storage of gas in salt formations, a permit for that specific purpose must be obtained from Environmental Services prior to construction, including drilling, of the well in accordance with Statewide Rules 81, 95, and 97.

This well must comply to the new SWR 3.13 requirements concerning the isolation of any potential flow zones and zones with corrosive formation fluids. See approved permit for those formations that have been identified for the county in which you are drilling the well in.

RAILROAD COMMISSION OF TEXAS OIL & GAS DIVISION

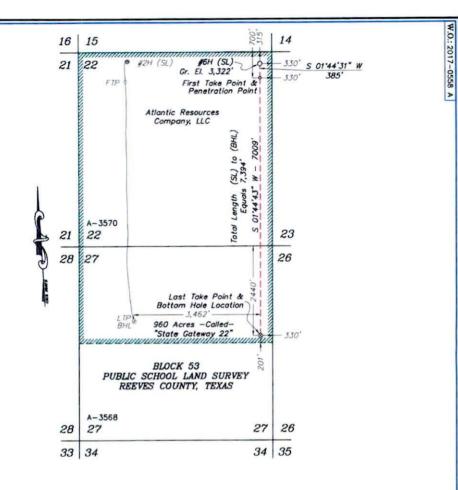
SWR #13 Formation Data

REEVES (389) County

Formation	Shallow Top	Deep Top	Remarks Geologi Order	
FORD-DELAWAR E	2,500	2,500	1	12/17/2013
CASTILLE	2,800	2,800	2	12/17/2013
BELL CANYON	4,800	5,000	3	12/17/2013
DELAWARE	2,500	5,700	4	12/17/2013
DELAWARE CONSOLIDATED GAS	6,500	6,500	5	12/17/2013
CHERRY CANYON	3,800	7,800	6	12/17/2013
BONE SPRINGS	7,500	9,800	7	12/17/2013
PERMIAN	11,300	11,300	8	12/17/2013
WOLFCAMP	10,000	12,300	9	12/17/2013
PENNSYLVANIAN	11,000	14,900	10	12/17/2013
MISSISSIPPIAN	10,000	16,000	11	12/17/2013
DEVONIAN	13,600	17,800	12	12/17/2013
FUSSELMAN	14,000	17,800	13	12/17/2013
ELLENBURGER	15,000	20,800	14	12/17/2013

The above list may not be all inclusive, and may also include formations that do not intersect all wellbores. Formation "TOP" information listed reflects an estimated range based on geologic variances across the county. To clarify, the "Deep Top" is not the bottom of the formation; it is the deepest depth at which the "TOP" of the formation has been or might be encountered. This is a dynamic list subject to updates and revisions. It is the operator's responsibility to make sure that at the time of spudding the well the most current list is being referenced. Refer to the RRC website at the following address for the most recent information. http://www.rrc.texas.gov/oil-gas/compliance-enforcement/rule-13-geologic-formation-info





	State Plane	Coordinate	Geode	tic (D.M.S.)	Geode	etic (D.D.)
Surface Location	X = 848,045.48	Y = 715,712.61	Lat = 31'34'54.82" N	Long = 104"01"59.82" W	Lat = 31.58189487 N	Long = 104.03328271" W
First Take Point & Penetration Point	X = 848,034.77	Y = 715,327.73	Lat = 31"34"51.01" N	Long = 104"01"59.81" W	Lat = 31.58083626' N	Long = 104.03327917 W
Last Take Point & Bottom Hole Location	X = 847,821.33	Y = 708,322.45	Lat = 31'33'41.65" N	Long = 104'01'59.58" W	Lot = 31.56156835' N	Long = 104.03321615' W

The State Gateway 22 #6H is located approximately 35.0 miles Northwest of Pecos, Texas.



CERTIFICATION:

Lindsay Gygax

I hereby certify that this plat was made from notes taken in the field in a bona fide survey made under my supervision.

Plane Coordinal System", Texas Cer is 1.000219248.

This plat is provided only for filing purposes with the Texas Railroad Co not be construed as a boundary survey.

- Denotes Proposed Take Points

Legend

- Denotes Tract Line - Denotes Surface Well Location

"" - Denotes Unit Boundary

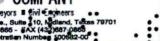
RESOURCES COMPANY

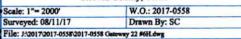
Location of the STATE GATEWAY 22 #6H

SH (315' FNL & 330' FEL), Section 22 BHL (2,440' FNL & 330' FEL), Section 27 All in Block 53 Public School land Survey

Reeves County, Texas

08-28-17







Groundwater Advisory Unit

Date Issued:

23 August 2017

GAU Number:

178615

Attention:

Operator No.:

ATLANTIC RESOURCES

County:

REEVES

PO BOX 3759

Lease Name:

API Number:

State Gateway 22

MIDLAND, TX 79702

Lease Number:

6H

036555 Well Number:

OF

Total Vertical Depth:

11000

Latitude:

31.581894

Longitude:

-104.033282

Datum:

NAD27

Purpose:

New Drill

Location:

Survey-PSL; Abstract-3570; Block-53; Section-22

To protect usable-quality groundwater at this location, the Groundwater Advisory Unit of the Railroad Commission of Texas recommends:

The interval from the land surface to the base of the Rustler, which is estimated to occur at a depth of 950 feet, must be protected.

This recommendation is applicable for all wells drilled in this NE/4 of sec. 22.

Note: Unless stated otherwise, this recommendation is intended to apply only to the subject well and not for area-wide use. This recommendation is for normal drilling, production, and plugging operations only. It does not apply to saltwater disposal operation into a nonproductive zone (RRC Form W-14).

This determination is based on information provided when the application was submitted on 08/18/2017. If the location information has changed, you must contact the Groundwater Advisory Unit, and submit a new application if necessary. If you have questions, please contact us at 512-463-2741 or gau@rrc.texas.gov.

Groundwater Advisory Unit, Oil and Gas Division

Form GW-2 Rev. 02/2014 P.O. Box 12967 Austin, Texas 78771-2967

512-463-2741

Internet address: www.rrc.texas.gov



		37.
File No	MF111869	
\mathbb{R}	C9499	County
Drilling	Permit for API	389-36304
Date Filed:	9127/2	710
, TO	eorge P. Bush, Comi	missioner
		missioner



Form G-1

1701 N. Congress P.O. Box 12967 Austin, Texas 78701-2967 Status: Date:

Submitted 06/01/2017

Tracking No.:

168586

GAS WELL BACK PRESSURE TEST, COMPLETION OR RECOMPLETION REPORT, AND LOG

OPERATOR INFORMATION

Operator Name: ATLANTIC RESOURCES COMPANY, LLC

Operator No.: 036555

Operator Address: PO BOX 3759 MIDLAND, TX 79702-0000

WELL INFORMATION

API No.: 42-389-35427

County: REEVES

Well No.: 2H

RRC District No.: 08

Lease Name: STATE GATEWAY 38

Field Name: FORD, WEST (WOLFCAMP)

RRC Gas ID No .:

Field No.: 31913800

Location: Section: 38, Block: 53, Survey: PSL/HOPPER, W M, Abstract: 2981

Latitude: 31.53869

Longitude: -104.02784

This well is located

20

miles in a SW

direction from ORLA, TX,

which is the nearest town in the county.

FILING INFORMATION

Purpose of filing: Initial Potential

Type of completion: New Well

Completion or Recompletion Date:

01/07/2017

Well Type: Producing Type of Permit

Date

Permit No.

Permit to Drill, Plug Back, or Deepen

10/03/2016

818840

Rule 37 Exception Fluid Injection Permit

O&G Waste Disposal Permit

Other:

COMPLETION INFORMATION

Spud date: 10/07/2016

Date of first production after rig released:

01/07/2017

Date plug back, deepening, recompletion, or drilling operation commenced: 10/07/2016

Date plug back, deepening, recompletion, or

Number of producing wells on this lease in

drilling operation ended: 12/20/2016 Distance to nearest well in lease &

this field (reservoir) including this well:

reservoir (ft.): 0.0

Total number of acres in lease:

3273

Elevation (ft.):

GL

Total depth TVD (ft.): 9818 Plug back depth TVD (ft.):

1200.00

Total depth MD (ft.):

16947

Was directional survey made other than

Plug back depth MD (ft.):

Rotation time within surface casing (hours): Is Cementing Affidavit (Form W-15) attached?

No

38.0

inclination (Form W-12)?

Multiple completion?

Yes

No

Recompletion or reclass?

Type(s) of electric or other log(s) run:

Gamma Ray (MWD)

Electric Log Other Description:

Location of well, relative to nearest lease boundaries

Off Lease:

of lease on which this well is located:

200.0 Feet from the

North Line and

1320.0 Feet from the

West Line of the

STATE GATEWAY 38 Lease.

FORMER FIELD (WITH RESERVOIR) & GAS ID OR OIL LEASE NO.

Field & Reservoir

Gas ID or Oil Lease No.

Well No.

Prior Service Type



G1:

N/A

PACKET:

N/A

FOR NEW DRILL OR RE-ENTRY, SURFACE CASING DEPTH DETERMINED BY:

GAU Groundwater Protection Determination

Depth (ft.): 925.0

Date: 10/04/2016

SWR 13 Exception

Depth (ft.): 2983.0

GAS MEASUREMENT DATA

Diff

(hw)

Date of test: 02/20/2017

Gas measurement method(s):

Gas production during test (MCF): 8832

Orifice Meter, Flange Taps

Was the well preflowed for 48 hours?

Flow

Compress

Volume

Line Run No. size

Orif. or Choke Size (in.)

24 hr. Coeff. Orif. Or Choke Static Pm or (in.)

Choke (in.)

Temp (°F)

(Ftf) (Fg)

Temp.

(Fpv)

(MCF/day)

1 4.000 64/64

24.00

125.0 138.1

89.5

0.0000 0.0000 1.002

2944.0

FIELD DATA AND PRESSURE CALCULATIONS

Gravity (dry gas): 0.740

Gas-Liquid Hydro Ratio (CF/Bbl):

23365

Gravity (liquid hydrocarbons) (Deg. API): Gravity (mixture): Gmix=

0.780

Avg. shut in temp. (°F): 138.0

Bottom hole temp. and depth:

168.0

Gravity

°F@ 9820.0 FT

53.8

Run No.

Time of Run (Min.) 1440

Choke Size (in.) 64/64

Wellhead Pressure (PSIA) 860

Wellhead Flow Temp (°F) 50.0

SHUT-IN 1

4320

64/64

538

109.0

					CASI	NG RECOR	D				
	Type of	Casing Size			Stage Tool				Volume		TOC t Determined
Row	Casing	(in.)	(in.)	(ft.)	Depth (ft.)	Depth (ft.)	Class	(sacks)	(cu. ft.)	(ft.)	Ву
1	Surface	9 5/8	12 1/4	2980			SL & C	1270	2194.0	SURF	Circulated to Surface
2	Intermediate	7	8 3/4	10241		10241	LITE & IT	155	333.1	8700 0	Cement Evaluation Log
3	Intermediate	7	8 3/4	16947	8718	8603	LITE & I	605	1901.3	2000	Calculation

					LINER RECORD				
Row	Liner Size (in.)	Hole Size (in.)	Liner Top (ft.)	Liner Bottom (ft.)	Cement Class	Cement Amount (sacks)		Top of Cement (ft.)	TOC Determined By
1	4 1/2	6 1/8	8603	16947	С	440	950.0	8900	Cement Evaluation Log

		TUBING RECORD	
Row	Size (in.)	Depth Size (ft.)	Packer Depth (ft.)/Type
1	2 7/8	8592	/

Row	Open hole?	From (ft.)	To (ft.)
1	No	L1 10290	16728



ACID, FRACTURE, CEMENT SQUEEZE, CAST IRON BRIDGE PLUG, RETAINER, ETC.

Was hydraulic fracturing treatment performed?

Yes

Is well equipped with a downhole actuation

sleeve? Yes

If yes, actuation pressure (PSIG): 7482.0

Production casing test pressure (PSIG) prior to

Actual maximum pressure (PSIG) during hydraulic

hydraulic fracturing treatment:

fracturing: 8823

Has the hydraulic fracturing fluid disclosure been

reported to FracFocus disclosure registry (SWR29)?

Yes

Type of Operation

Amount and Kind of Material Used

Depth Interval (ft.)

Fracture

131,416 GAL ACID, 419,492 BBLS WTR, 18,982,420 LBS

10290.0 16728.0

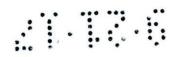
PROPPENT

	F	ORMATION RECO	ORD		
Formations	Encountered	Depth TVD (ft.)	Depth MD (ft.)	Is formation	
FORD-DELAWARE	No			Yes	NOT LOGGED
CASTILLE	No			Yes	NOT LOGGED
BELL CANYON	Yes	2927.0	2927.0	Yes	
DELAWARE	Yes	2897.0	2897.0	Yes	
DELAWARE CONSOLIDATED GA	S No			Yes	DID NOT ENCOUNTER
CHERRY CANYON	Yes	3850.0	3850.0	Yes	
BONE SPRINGS	Yes	7096.0	7096.0	Yes	
PERMIAN	No			No	DID NOT ENCOUNTER
WOLFCAMP	Yes	9381.0	9381.0	Yes	
PENNSYLVANIAN	No			No	DID NOT ENCOUNTER
MISSISSIPPIAN	No			No	DID NOT ENCOUNTER
DEVONIAN	No			No	DID NOT ENCOUNTER
FUSSELMAN	No			No	DID NOT ENCOUNTER
ELLENBURGER	No			No	DID NOT ENCOUNTER

Do the producing interval of this well produce H2S with a concentration in excess of 100 ppm (SWR 36)? s the completion being downhole commingled (SWR 10)?

No

REMARKS



RRC REMARKS
PUBLIC COMMENTS:
CASING RECORD:
67 BBLS = 202 SKS OF CEMENT TO SURFACE
TUBING RECORD:
TOBING RECORD.
PRODUCING/INJECTION/DISPOSAL INTERVAL :
ACID, FRACTURE, CEMENT SQUEEZE, CAST IRON BRIDGE PLUG, RETAINER, ETC. :
GAS MEASUREMENT DATE REMARK:

OPERATOR'S CERTIFICATION

Printed Name: Haylie Urias Title: Regulatory & Production
Telephone No.: (432) 253-8312 Date Certified: 06/01/2017



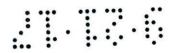
GAS WELL CLASSIFICATION REPORT

Form G-5

Tracking No.: 168586

This facsimile G-5 was generated electronically from data submitted to the RRC.

1. OPERATOR NAME (Exactly as shown on Form P5 Or		3. RRC DIS	TRICT NO.	4. OIL LEASE NO OR GAS WELL ID NO.	
ATLANTIC RESOURCES COMPANY, LLC			08	5.B (122 I) (5.	
2. MAILING ADDRESS			5. WELL N	IO.	6. API NO.
PO BOX 3759				2H	42- 389-35427
MIDLAND, TX 79702			7 COUNTY	OF WELL SITI	
		,	REEVES		*
8. FIELD NAME (as per RRC Records)		9. LEASE NAME			
FORD, WEST (WOLFCAMP)		STATE GATEWAY	38		
10. LOCATION (Section, Block and Survey)		11. PIPELINE CONNECT	TON OR USE	OF GAS	
38, 53, PSL/HOPPER, WM, A-2981		EAGLECLAW MIDS	STREAM		
PRODUCTION TEST AT RATE ELECTED BY	OPEDATOR	A S T M DISTILL	ATION OF	LIOUID SAMPI	E. Distillation test is
(data on 24-hour basis)	OLEKATOK	required for gas wel	Is ONLY if th	e producing gas-	
A. Date of Test02/20/201	7	ratio is less than 100	0,000 CF/barre	el.	
15- NO SPECISIONS - WAR - SCHOOL - 12"					
B. Gas Volume 2944.0	(Mcf) Date Liquid Sample	e Obtained		
C. Oil or Condensate Volume126.0	(Bbl)	Where Obtained:		Separator	Stock Tank
D. Water Volume 3038.0	(Bbl)	% Over Temp.	(deg. F)		% Over Temp. (deg. F)
Books Newtonian Action and the San	(501)	Initial			
E. Gas/Liquid Hydrocarbon Ratio 23365	(Cf/Bbl	Boiling Temp.		6)
F. Flowing Tubing Pressure538	(psia)	10		70	
G. Choke Size64/64	(in.)	20		80	
H. Casing Pressure1246.0	(psia)	30		90	
I. Shut-in Wellhead Pressure		40		9:	5
Tubing860	(psia)	_		20.00	
J. Separator Operating Pressure120.0	(psia)	50		End Por	nt
K. Color of Stock Tank Liquid Light Stra	W				
L. Gravity of Separator Liquid 53.0	o_API	Total Recovery			percent
M. Gravity of Stock Tank Liquid53.0	oapi	Residue			percent
N. Saraifa Camita City Co.		Loss			norman't
N. Specific Gravity of the Gas (Air = 1) 0.74		Loss	-		percent
					RRC USE ONLY
I declare under penalties prescribed in					KKC USE ONE I
Sec. 91.143, Texas Natural Resources Code,	NAME	(Type or Print)			
that I am authorized to make this report, that this report was prepared by me or	TAME	(Type of Time)			
under my supervision and direction, and	Haylie Urias				
that data and facts stated therein are true,	SIGNATURE				
correct, and complete to the best of my	Regulatory & Produc	ction			
knowledge.	TITLE				
05/31/2017		(4	32) 253-83	12	
DATE	CONTACT PERSON		HONE NUM		
(Procepts)	अञ्चलकार सम्बद्धाः च ।हि. हे व्यवस्थानस्य व है			19 (19 (19 (19 (19 (19 (19 (19 (19 (19 (



Oil and Gas Division

ELECTRIC LOG STATUS REPORT

FORM L-1

Tracking No.: 168586

This facsimile L-1 was generated electronically from data submitted to the RRC.

Instructions

When to File Form L-1:

- with Forms G-1, W-2, and GT-1 for new and deepened gas, oil, and geothermal wells
- · with Form W-3 for plugged dry holes
- when sending in a log which was held under a request for confidentiality and the period for confidentiality has not yet expired.

When is Form L-1 NOT required:

- with Forms W-2, G-1, and GT-1 filed for injection wells, disposal wells, water supply wells, service wells, re-test wells, reclassifications, and plugbacks of oil, gas or geothermal wells
- · with Form W-3 for plugging of other than a dry hole

Where to File Form L-1:

· with the appropriate Commission district office

Filling out Form L-1:

- · Section I and the signature section must be filled out for all wells
- · complete only the appropriate part of Section II

Type of log required:

- any wireline survey run for the purpose of obtaining lithology, porosity, or resistivity information
- no more than one such log is required but it must be of the subject well
- if such log is NOT run on the subject well, do NOT substitute any other type of log; just select Section II, Part A below

	.,,		The second secon
SECTION I. ID	ENTIFICATION		
Operator Name: ATLANTIC RESOURCES COMPANY, LLC	District No. 08	7/2017	
Field Name FORD, WEST (WOLFCAMP)	Drilling Permit No. 818840		
Lease Name STATE GATEWAY 38	Lease/ID No.		Well No. 2H
County REEVES	API No. 42- 389-35427		
SECTION II. LOG STAT	US (Complete either A or	B)	
A. BASIC ELECTRIC LOG NOT RUN			
B. BASIC ELECTRIC LOG RUN. (Select one) 1. Confidentiality is requested and a copy of the header 2. Confidentiality already granted on basic electric log of the same and the same already on file to the same and	e with Commission (applicable e with Commission (applicable e name on log is different from to the NCE RESOURCES LLC ed after being held confidential. wable and New Field Designation letion:	to deepened wells to deepened wells hat shown in Sect	ls only).
Haylie Urias	Regulatory & Production	n	
Signature		Title	
	(432) 253-8312	06/01	V. 10. 10. 10. 10. 10. 10. 10. 10. 10. 10
Name (print)	Phone		Date
-FOR RAILROAD CO	MMISSION USE ONLY-		



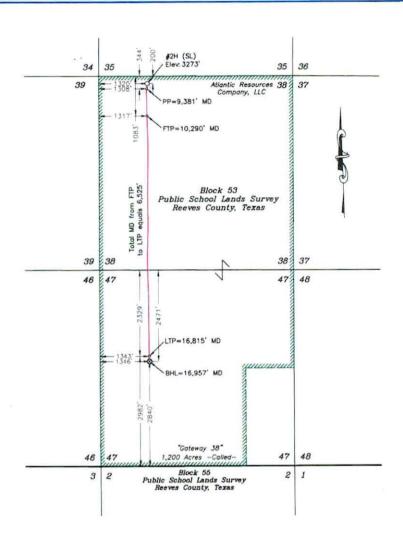
1701 N. Congress P.O. Box 12967 Austin, Texas 78701-2967

P-16 Data Sheet (Optional)

Page 1 Rev. 09/2014

Acreage Designation

			TRAFTO DUOTEE	OR INFORMATION			
Operator Name: END				Operator P-5 No.	252021		
Operator Address:2	03 W WALL	ST, SUITE 1000, MIDU	IND, TX 79701				
		Total Street	GEORGIAN MEN	MEORWATION			
District No.:08				County:REEVES			Purpose of Filing:
Well No.;2H				API No.:			✓ Drilling Permit Application
Total Lease Acres:12	200			Drilling Permit No).:		(Form W-1)
Lease Name:STATE	SATEWAY 38	3		Lease No.:			Completion Report
Field Name: FORD WE	CONTRACTOR OF THE CONTRACTOR O						(Form G-1/W-2)
as operator below. F	or all lease	es operated by other	by the owner or lessee, of all or er entities, the number of assigne ssigned acreage of that operator	ed acres shown are re	of the minera eflected on cu	el estate und errent Comm	er each tract for which filer is listed ission records or the filer has been
			THE ROPH THE PROPERTY OF THE P		vermence oc	The name	SCOOLS WITH
,555	COCON GIR	98	CONTRACT DESCRIPTION	THE SECTION WEST STATES	DALE DES LEMES) Dute (Bearing)	BOOTED COMP
nng in ti		H-Horizontal		210 SEGUENC (0745)	2005 656 147,350.	SWR 38	Operator Name and
RRC ID No. or Lease No.	Well No.	D-Directional V-Vertical	Lease Name	API No.	Acres Assigned	Except. (Y/N)	Operator Name and Operator No. (if different from filing operator)
815413	SH	Н	STATE GATEWAY 38	42-389-35218	600	N	, , , , , , , , , , , , , , , , , , , ,
	2H	н	STATE GATEWAY 38		600	N	
			**				
							The state of the s
							
Total Well Count >	0	1200	< A. Total Assigned Horiz. A		1200	AC Total	
		0	The second secon				Assigned Acreage
		0	< Total Remaining Horiz.		0	< Total	Remaining Acreage
		0	< B. Total Assigned Vert./Di				
		0	< Total Remaining Vert./I	Dir. Acreage			
		930	TONIN REMARKS/PURPOR	TOF FLUING (Ecce it	(सर्व्यक्रणश्रम		
Drilling Permit	Applic	ation	NIII A				
Attach Additional P	ages As N	leeded.	No additional pages	Additional Pages	s: (Ne	o. of additio	nal nages)
CERTIFICATION: I decla	are under	penalties prescribe	d in Sec. 91.143, Texas Natural R	esources Code, that	this report w	as prepared	by me or under my supervision or
Prolie 9	iton	make dits report, a	nd that the information containe TINLEE TILTON - I		e, correct, and	complete to	the best of my knowledge.
Signature			Name and title (type or print)			le email addr	ress only if you affirmatively
203 W Wall	St St	e 1000, Mi	dland, TX 79701	432	-242-469	A CONTRACTOR OF THE PARTY	
Address			City, State, Zip Co	de Tel: A	rea Code	Number	Date: mo. day yr.
		<u>.:</u> I	::::::::::::::::::::::::::::::::::::::				



	State Plane	Coordinate	Geodet	ic (D.M.S.)	Geodetic (D.D.)	
Surface Location	X = 849,216.35	Y = 699,952.18	Lat = 31"32'19.31" N	Long = 104°01'40.25" W	Lat = 31.53869661° N	Long = 104.02784739° W
Penetration Point	X = 849,200.33	Y = 699,808.84	Lat = 31"32'17.88" N	Long = 104"01'40.38" W	Lat = 31.53830129° N	Long = 104.02788351° W
First Take Point	X = 849,185.83	Y = 699,069.28	Lat = 31"32'10.56" N	Long = 104"01'40.26" W	Lat = 31.53626786" N	Long = 104.02785120° W
Last Take Point	X = 849,016.91	Y = 692,549.70	Lat = 31°31'06.02" N	Long = 104"01'39.71" W	Lat = 31.51833828° N	Long = 104.02769824° W
Bottom Hole Location	X = 849,016.00	Y = 692,407.75	Lat = 31°31'04.61" N	Long = 104*01'39.67" W	Lat = 31.51794817° N	Long = 104.02768602° W

The State Gateway 38 2H is located approximately 20± miles Southwest of Orla. Texas

2000 2000 4000 Graphic Scale In Feet

- 1) Plane Coordinates shown hereon are Lambert Grid and Conform to the "Texas Coordinate System", Texas Central Zone, North American Datum of 1927, unless otherwise noted.

 2) Geodetic Coordinate shown hereon references the North American Datum of 1927, unless
- otherwise noted.

 3) This plat is provided only for filing purposes with the Texas Railroad Commission and should not be
- construed as a boundary survey.
 4) As-Drilled path based on DriTech report with Job# DM-2016-060-ENDT-TX

Legend

- Denotes Proposed Well Bore
- MINIMUM. - Denotes Unit Boundary
 - Denotes Tract Line
 - Denotes Proposed Well Location - Denotes Plugged Oil Well Location
 - Denotes Producing Oil Well Location

CERTIFICATION:

I hereby certify that this plat was made from notes taken in the field in a bona fide survey made under my supervision

Texas R.P.L.S. No. 6434 Lindsay Gygax

LINDSAY GYGAX 04-11-07

WEST COMPANY

SURVEYORS - ENGINEERS - PLANNERS ENGINEERS REGISTRATION: FIRM 2184 SURVEYORS REGISTRATION: FIRM 100882-00 110 W. LOUISIANA AVE., SUITE 110 MIDLAND, TEXAS 79701



As-Drilled Report of the

STATE GATEWAY 38 #2H

200' FNL & 1320' FWL (SL) Section 38 2471' FNL & 1346' FWL (BHL) Section 47 Block 53, Public School Lands Survey Reeves County, Texas

Scale: 1"= 1000' Surveyed: 0/09/16	W.O.: 2017-0262
Surveyed: 0/09/16	Drawn By: SC/LG
File: J:\2017\2017-0262\2017-0262	STATE GATEWAY 38 2H AS-DRILLED dwg

Tracking No.: 168586										
OPERATOR NAME AND ADDRESS including city, state and zip	GAS	WELL		Reason fo	or Filing	Operator P-5 O	rganization No.	RRC	Dist. No.	G-10
ATLANTIC RESOURCES COMPANY, LLC	STATUS	REPORT				0365	555		08	0 10
PO BOX 3759 MIDLAND, TX 79702	Oil and C	MISSION OF TEXAS as Division ox 12967		Survey	Retest	Test Period:				
	This facsimile G-10 wa	s 78711-2967 s generated electronically nitted to the RRC.	,	X Initial Test	Correct	Due Date: on Effective Date:				
FIELD NAME	RRC IDENT NO.	DATE TESTED MO/DAY/YR	G	AS PRODU MCF/DAY		CONDENSATE PRODUCED	WATER PR BBL/DAY			SIWH JRE PSIA
* LEASE NAME	WELL NO.	MARK X FOR SHUT-IN WELL		GAS SPEC		CONDENSATE GRAVITY (API)	X BOTTOMH PRESSURE			OWING URE PSIA
FORD, WEST (WOLFCAMP)		02/20/2017	29	44	MCF	132.0 BBI	3148.0	BBL	860	
STATE GATEWAY 38	2H		0.7	'4		53.0	537		538	
					MCF	BBI	L	BBL		
•										
					MCF	BBI		BBL		
					MCF	ВВ		BBL		
					MCF	ВВ		BBL		
					MCF	BBI		BBL		
					MCF	ВВ	L	BBL		
					MCF	ВВ	Ц	BBL		
								Į.		
CERTIFICATION: I declare under penalties prescribed in Texas Natural Res and facts stated herein are true, correct, and complete to the best of my knot ATLANTIC RESOURCES COMPANY LLC		uthorized to make this re	port	that this rep	ort was	prepared by me or und	ler my supervision	and di	rection, and	that data
Signature: HAYLIE URIAS	Title:				F	hone: (432)683-3	3272	Date	e: 05/31/2	2017

^{*} AN ASTERISK PREPRINTED ON A SURVEY IDENTIFIES WELL SUBJECT TO COMMINGLING TEST REQUIREMENT ** GAS PR

^{**} GAS PRODUCTION RATE, IN MCF, IS TO BE REPORTED FULL-WELL STREAM, INCLUDING CONDENSATE *** PRESSURE FOR THE TEXAS HUGOTON FIELD IS REPORTED IN PSIG

83

File No. ME111869

Reduces

County
Completion Report For AP1 389-35427

Date Filed: 09 28 17

By My

OIL & GAS DIVISION

PERMIT TO DRILL, DEEPEN, PLUG BACK, OR RE-ENTER ON A REGULAR OR ADMINISTRATIVE EXCEPTION LOCATION

PERMIT NUMBER 8	28640	DATE PERMIT ISSUED OR AMEND Jul 12, 2017	DED	DISTRICT	* 0	8	
API NUMBER	42-389-36150	FORM W-1 RECEIVED Jul 10, 2017		COUNTY			
TYPE OF OPERATION NEV	ON V DRILL	WELLBORE PROFILE(S) Horizontal	ACRES 960				
PO BOX 3	RESOURCES (759 TX 79702-0000	COMPANY, LLC	3555	revoked if		vable assigned ma ee(s) submitted to not honored. elephone No:	
LEASE NAME	STATE GA	TEWAY 39-34		WELL NU	MBER	1H	
LOCATION	21.8 miles SW d	rection from ORLA		TOTAL DI	ЕРТН	12000	
Section, Block and/or SECTION		в∟оск ∢ 53	ABSTRA	ст 🕊			
DISTANCE TO SUR	VEY LINES 330 ft. WEST	2636 ft. SOUTH	DISTANCE TO NEAREST LEASE LINE 200 ft.				
DISTANCE TO LEAS	E LINES 2 ft. SOUTH	330 ft. WEST		DISTANCE TO NEAREST WELL ON LEASE See FIELD(s) Below			
FIELD NAME LEASE NAME	* S	EE FIELD DISTRICT FOR REPOR		PURPOSI ACRES NEAREST LI	DEPTH	WELL # NEAREST WE	DIS
FORD, WEST (W	/OLFCAMP) ATEWAY 39-34			960.00	10,600	1H	08
	FILE(s) FOR FIELD:	Horizontal					
RESTRICTIONS:	This is a hydro isolated and te Fields with SWR	gen sulfide field. Hydrogen Sulf sted per State Wide Rule 36 and 10 authority to downhole commin ior to commingling production. nt Location 500.0 F SOUTH L 330.0 F WEST L on EVES Block: 53 HOPPER, W M 200.0 F NORTH L 330.0 F WEST L	a Form	H-9 file	d with the lated and t	district off	ice.
	THE	OLLOWING RESTRICTIONS APPL	V TO	ALL FIELD	ne.		

OIL & GAS DIVISION

PERMIT TO DRILL, DEEPEN, PLUG BACK, OR RE-ENTER ON A REGULAR OR ADMINISTRATIVE EXCEPTION LOCATION

PERMIT NUMBER	DATE PERMIT ISSUED OR AMENDED	DISTRICT		
828640	Jul 12, 2017	* 08		
API NUMBER	FORM W-1 RECEIVED	COUNTY		
42-389-36150	Jul 10, 2017	REEVES		
12 000 00100	Charles I Translation Schools (- 75)			
TYPE OF OPERATION	WELLBORE PROFILE(S)	ACRES		
NEW DRILL	Horizontal	960		
OPERATOR	036555	NOTICE		
ATLANTIC RESOURCES (This permit and any allowable assigned may be		
ATLANTIC RESOURCES (SOMPANT, LLC	revoked if payment for fee(s) submitted to the Commission is not honored.		
PO BOX 3759	District Office Telephone No:			
MIDLAND, TX 79702-0000	(432) 684-5581			
A D A GENTANCE		WELL NUMBER		
LEASE NAME STATE GA	WELL NUMBER 1H			
	TEVVAT 60-04			
LOCATION	TOTAL DEPTH			
21.8 miles SW d	12000			
Section, Block and/or Survey				
SECTION ◀ 39	BLOCK ₹ 53 ABST	RACT ◀		
SURVEY ∢ PSL/STATE				
DISTANCE TO SURVEY LINES		DISTANCE TO NEAREST LEASE LINE		
330 ft. WEST	2636 ft. SOUTH	200 ft.		
DISTANCE TO LEASE LINES	330 ft. WEST	DISTANCE TO NEAREST WELL ON LEASE		
2 ft. SOUTH	See FIELD(s) Below			
FIELD(s) and LIMITATIONS:				
	EE EIEI D DISTRICT EOD DEDORTIN	C DUDDOCEC *		

* SEE FIELD DISTRICT FOR REPORTING PURPOSES *

FIELD NAME LEASE NAME ACRES DEPTH NEAREST LEASE

WELL# NEAREST WE DIST

This well shall be completed and produced in compliance with applicable special field or statewide spacing and density rules. If this well is to be used for brine mining, underground storage of liquid hydrocarbons in salt formations, or underground storage of gas in salt formations, a permit for that specific purpose must be obtained from Environmental Services prior to construction, including drilling, of the well in accordance with Statewide Rules 81, 95, and 97.

This well must comply to the new SWR 3.13 requirements concerning the isolation of any potential flow zones and zones with corrosive formation fluids. See approved permit for those formations that have been identified for the county in which you are drilling the well in.

RAILROAD COMMISSION OF TEXAS OIL & GAS DIVISION

SWR #13 Formation Data

REEVES (389) County

Formation	Shallow Top	Deep Top	Remarks Geological Order	Effective Date
FORD-DELAWAR E	2,500	2,500	I	12/17/2013
CASTILLE	2,800	2,800	2	12/17/2013
BELL CANYON	4,800	5,000	3	12/17/2013
DELAWARE	2,500	5,700	4	12/17/2013
DELAWARE CONSOLIDATED GAS	6,500	6,500	5	12/17/2013
CHERRY CANYON	3,800	7,800	6	12/17/2013
BONE SPRINGS	7,500	9,800	7	12/17/2013
PERMIAN	11,300	11,300	8	12/17/2013
WOLFCAMP	10,000	12,300	9	12/17/2013
PENNSYLVANIAN	11,000	14,900	10	12/17/2013
MISSISSIPPIAN	10,000	16,000	11	12/17/2013
DEVONIAN	13,600	17,800	12	12/17/2013
FUSSELMAN	14,000	17,800	13	12/17/2013
ELLENBURGER	15,000	20,800	14.	12/17/2013

The above list may not be all inclusive, and may also include formations that do not intersect all wellbores. Formation "TOP" information listed reflects an estimated range based on geologic variances across the county. To clarify, the "Deep Top" is not the bottom of the formation; it is the deepest depth at which the "TOP" of the formation has been or might be encountered. This is a dynamic list subject to updates and revisions. It is the operator's responsibility to make sure that at the time of spudding the well the most current list is being referenced. Refer to the RRC website at the following address for the most recent information. http://www.rrc.texas.gov/oil-gas/compliance-enforcement/rule-13-geologic-formation-info



RAILROAD COMMISSION OF TEXAS Oil and Gas Division PO Box 12967

CERTIFICATE OF POOLING AUTHORITY

P-12
DBC1001

Revised 05/2001

Oli aliu Gas Division
PO Box 12967
Austin, Texas 78711-2967
www. rrc. state. tx. us

1 Field Name(s)	ord, West ((Wolfcamp)	2. Lease/ID Number (if assigned)	3 RRC District Number	
				08	
4 Operator Name Atlantic Resources Company, LLC 7 Pooled Unit Name State Gateway 39-34			5. Operator P-5 Number	6. Well Number	
			036555 8: API Number 42-389- 11 Total acres in pooled unit	1 H 9. Purpose of Filing	
				10. County	
Reeves				960	Completion Report
	DESC	RIPTION OF INDIVIDUAL TRACTS (CONTAINED WITHIN THE POOI	LED UNIT	
TRACT/PLAT	TRACT		ACRES IN TRACT	INDICATE UNDIVIDED INTERESTS	
IDENTIFIER	NAME		(See inst. #7 below)	UNLEASED NON-POOLED	
1	Young Cot	tonwood Oil & Gas LP, et al	640		
2	State of Te	xas	320		
				ПП	
		- NIN			
CERTIFICATION:					
I declare under p	enalties pres	scribed pursuant to the Sec. 91.143,	Texas Natural Resources Code,	that I am authorized to make the	
		it the information provided by me or upest of my knowledge.	muci my direction on this certific	Sale of Fooling Authority is tide,	
Contract Contract		10.	Haylie Urias		
Signature	COL	Mes	Print Name		
) raduation	hurios@araanarating.com		(432)683-3272	
Regulatory & P	roduction	hurias@arcoperating.com E-Mail (if available)	06/29/2017 Date	Phone	
	- Reference	Statewide Rules 31, 38 and 40	2010/2010/09		

- When two or more tracts are pooled to form a unit to obtain a drilling permit, file completion paperwork, or reform a pooled unit pursuant to Rule 38(d)(3) the operator must file an original Certificate of Pooling Authority and certified plat.
- The certified plat shall designate each tract with an outline and a tract identifier. The tract identifier on the plat shall correspond to the tract identifier and associated information listed on the Certificate.
- 3. If within an individual tract, a non-pooled and/or unleased interest exists, indicate by checking the appropriate box.
- 4. If the Purpose of Filing is to obtain a drilling permit, in box #1 list all applicable fields separately or enter "All Fields" if the Certificate pertains to all fields requested on Form W-1.
- 5. If the Purpose of Filing is to file completion paperwork, enter the applicable field name in box #1 for the completion.
- Identify the drill site tract with an * to the left of the tract identifier.
- The total number of acres in the pooled unit in #11 should equal the total of all acres in the individual tracts listed.





Address

RAILROAD COMMISSION OF TEXAS

1701 N. Congress P.O. Box 12967 Austin, Texas 78701-2967 Form P-16 Page 1 Rev. 01/2016

DBC0416

Acreage Designation SECTION I. OPERATOR INFORMATION

Operator Name: Atlantic Resources Company, LLC Operator P-5 No.: 036555										
Operator Address:										
EN SENSON BURGESTO		SERVICE CONTRACTOR	SECTION II. WELL	INFO	PMATION	(IV) TAILS IN THE	40.58			
District No.: 08		医元公,1995年,1945年	SECTION II. WELL					Purpose of Filing:		
				County: Reeves API No.:						
Well No.: 1H	260				Z orming remin			Drilling Permit Application		
Total Lease Acres: (20 24		-		**		(Form W-1) Completion Report		
Lease Name: Stat					e No.:	2000		(Form G-1/W-2)		
Field Name: Ford	, vvest	(vvoircamp)		Field	No.: 3191	3000		(1.5.1)		
Filer is the owner or lessee, or has been authorized by the owner or lessee, of all or an undivided portion of the mineral estate under each tract for which filer is list										
as operator below. For all leases operated by other entities, the number of assigned acres shown are reflected on current Commission records or the filer has be authorized by the current operator to change the assigned acreage of that operator as shown below.										
authorized by the cur	rent operat	tor to change the a	ssigned acreage of that operator	as shov	vn below.					
SEC	TION III.	LISTING OF ALL W	VELLS IN THE APPLIED-FOR FIE	LD ON	THE SAME A	CREAGE AS	THE LEASE,	POOLED UNIT,		
电影中语管电影性		OR	UNITIZED TRACT DESIGNATED	IN SE	CTION II ABO	VE BY FILER				
RRC ID No. or	Well	H-Horizontal				Acres	SWR 38	Operator Name and		
Lease No.	No.	D-Directional	Lease Name		API No.	Assigned	Except.	Operator No.		
Lease No.	110.	V-Vertical				Assigned	(Y/N)	(if different from filing operator)		
	1H	Н	State Gateway 39-34		42-389-	960	N			
Total Well Count >	1	960	< A. Total Assigned Horiz. A	creage	2	960	< C. Total	Assigned Acreage		
			< Total Remaining Horiz.	Acrea	ge		< Total I	Remaining Acreage		
			< B. Total Assigned Vert./Di		-			2		
			< Total Remaining Vert./I							
	10000000000000000000000000000000000000	SE(TION IV. REMARKS / PURPO	SE OF	FILING (see in	structions)		AND THE SAIN ST		
Attach Additional P	ages As N	eeded.	No additional pages	Add	ditional Pages	: (No	. of addition	nal pages)		
O The Workship Co. Co. Co. Co. Co.						773		1 10 100 100		
			d in Sec. 91.143, Texas Natural F nd that the information containe					y me or under my supervision or the best of my knowledge.		
Do lid	lai	5	Haylie Urias Regul	at		hurias@	arcopera	ating. con		
Signature			Name and title (type or print		-	Email (includ		ess only if you affirmatively		
P.O. Box 375	9 Midla	and TX 797	02				83-3272	(Frank)		

Zip Code

Tel: Area Code

Number

Date: mo. day yr.

RAILROAD COMMISSION OF TEXAS API No. FORM W-1 07/2004 OIL & GAS DIVISION Application Status # Permit Status: As Submitted 828640 APPLICATION FOR PERMIT TO DRILL, RECOMPLETE, OR RE-ENTER SWR Exception Case/Docket No. The RRC has not approved this application. This facsimile W-1 was generated electronically from data submitted to the RRC. Duplication or distribution of information is at A certification of the automated data is available in the RRC's Austin office. the user's own risk 2. Operator's Name (as shown on form P-5, Organization Report) 3. Operator Address (include street, city, state, zip) 1. RRC Operator No. 036555 ATLANTIC RESOURCES COMPANY, LLC PO BOX 3759 4. Lease Name 5. Well No. MIDLAND, TX 79702-0000 STATE GATEWAY 39-34 1H GENERAL INFORMATION X New Drill Recompletion Reclass Field Transfer Re-Enter 6. Purpose of filing (mark ALL appropriate boxes): Amended as Drilled (BHL) (Also File Form W-1D) Amended Sidetrack ☐ Vertical X Horizontal (Also File Form W-1H) Directional (Also File Form W-1D) 7. Wellbore Profile (mark ALL appropriate boxes): 8. Total Depth 9. Do you have the right to develop the X □ No X Yes 10. Is this well subject to Statewide Rule 36 (hydrogen sulfide area)? 12000 minerals under any right-of-way? SURFACE LOCATION AND ACREAGE INFORMATION 11. RRC District No. 12. County X Land 13. Surface Location Bay/Estuary Inland Waterway Offshore **REEVES** 80 21.8 Orla which is the nearest town in the county of the well site 14. This well is to be located miles in a direction from 16 Block 17. Survey 18. Abstract No. 19. Distance to nearest lease line: 20. Number of contiguous acres in 15. Section lease, pooled unit, or unitized tract 960 53 STATE OF TEXAS A-39 330 ft from the WEST SOUTH line. 21 Lease Perpendiculars: line and ft from the WEST 2140 NORTH 330 line and ft from the ft from the 22. Survey Perpendiculars: X No 25. Are you applying for Substandard Acreage Field? (attach Form W-1A) 23. Is this a pooled unit? No 24. Unitization Docket No. FIELD INFORMATION List all fields of anticipated completion including Wildcat. List one zone per line. 31 Distance to Nearest 32 Number of Wells on 26. RRC 27. Field No. 28. Field Name (exactly as shown in RRC records) 29. Well Type 30. Completion Depth Well in this Reservoir this lease in this District No. Reservoir 0.00 1 08 FORD, WEST (WOLFCAMP) Oil or Gas Well 10600 31913800 BOTTOMHOLE LOCATION INFORMATION is required for DIRECTIONAL, HORIZONTAL, AND AMENDED AS DRILLED PERMIT APPLICATIONS (see W-1H attachment) Remarks Certificate: I certify that information stated in this application is true and complete, to the best of my knowledge.

Page 1 of 2

Jul 10, 2017 3:43 PM('As Submitted' Version)

RRC Use Only

Data Validation Time Stamp

Haylie Urias, Regulatory & Production

Name of filer

Phone

(432)2538312

Jul 10, 2017 Date submitted

hurias@arcoperating.com

E-mail Address (OPTIONAL)

Permit Status:

As Submitted

The RRC has not approved this application. Duplication or distribution of information is at the user's own risk.

RAILROAD COMMISSION OF TEXAS OIL & GAS DIVISION

Form W-1H Supplemental Horizontal Well Information

07/2004

828640 Status #

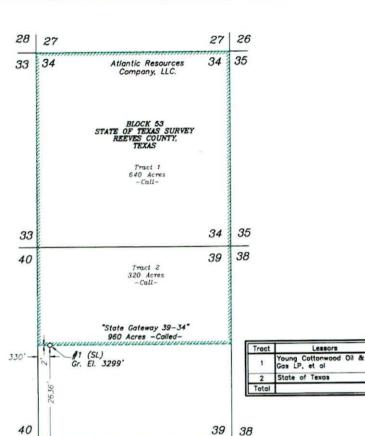
APPLICATION FOR PERMIT TO DRILL, RECOMPLETE, OR RE-ENTER

This facsimile W-1 was generated electronically from data submitted to the RRC. A certification of the automated data is available in the RRC's Austin office.

Approved Date:

1. F	RC Operator No. 036555		AND THE RESERVED OF THE PARTY O	s shown on form P-5, Organ	O CONTRACTOR OF THE PERSON OF	3. Lea	3. Lease Name STATE GATEWAY 39-34				4. Well No. 1H	
Lat	ateral Drainhole Location Information											
5. F	ield as shown on	Form W-1 FO	RD, WES	T (WOLFCAMP) (F	ield # 319138	00, RR	C District 08)					
6. S	ection 39	7 Block 53	8.	Survey STATE OF	TEXAS				9. Abstract	10. County REEVE		
		ease Line Perpendic 200 ft. fro	om the	North	line. and	330	ft. from the	West		lin	е	
	_	000	om the	North	line. and	330	ft. from the	West		line	9	
	13. Penetration	Point Lease Line F	erpendicular:	S								
	- :=	500 ft. fro	om the	South	line, and	330	ft. from the	Wes	st	line	e	
			1 1 1 1 1 1 1		The state of the s	-			The series		The second second second	





	State Plane	Coordinate	Geode	tic (D.M.S.)	Geodetic (D.D.)		
Surface Location	X = 842,868.32	Y = 697,707.04	Lat = 31"31'55.01" N	Long = 104"02'52.70" W	Lat = 31.53194647° N	Long = 104.04797160° W	

The State Gateway 39-34 #1 is located approximately 21.8 miles Southwest of Mentone, Texas.



NOT

Plane Coordinates shown hereon are Lambert Grid and Conform to the "Texas Coordinate System",
 Texas Central Zone, North American Datum of 1927, unless otherwise noted. Scale factor is 1.00015503.
 Geodetic Coordinate shown hereon references the North American Datum of 1927, unless otherwise noted.

45

46

3) This plat is provided only for filing purposes with the Texas Railroad Commission and should not be construed as a boundary survey.

Legend

47

46

- Denotes Proposed Well Bore
- *** Denotes Unit Boundary
 - -- Denotes Truct Line
 - Denotes Proposed Well Location
 - Denotes Proposed Penetration/ Take Points

640

320 960 Acres

⊗ - Denotes Proposed Bottom Hole Location

CERTIFICATION:

Lindsay Gygax

I hereby certify that this plat was made from notes taken in the field in a bona fide survey made under my supervision.

vas made from notes taken in made under my supervision.

LINDSAY GYGAX

Texas R.P.C.S. No. 6434

07-(0-17)

ATLANTIC RESOURCES COMPANY

Location of the

STATE GATEWAY 39-34 #1

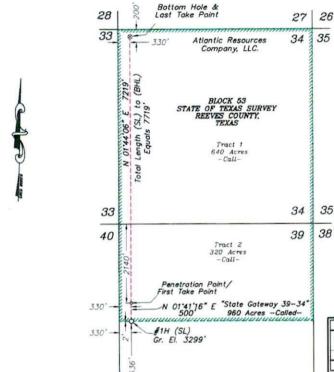
SL (2636' FSL & 330' FWL), Section 39 All in Block 53 State Of Texas Survey Reeves County, Texas

Scale: 1"= 2000' W.O.: 2017-0449 Surveyed: 06/19/17 Drawn By: NL File: J:\2017\2017\-0449\2017\-0449\dwg



Land Surveyors III Civil Engineers subteme Ave., Sutte 110, Midlend, Texas 79701 (432) 887-0865 - FAX (432)887-0868 FIRM Resistration Number: 100882-00





Troct	Lessors	Acres
1	Young Cottonwood Oil & Gas LP, et al	640
2	State of Texas	320
Total		960 Acres

Surface Location	State Plane	Coordinate	Geode	tic (D.M.S.)	Geodetic (D.D.)	
	X = 842,868.32	Y = 697,707.04	Lat = 31°31'55.01" N	Long = 104°02'52.70" W	Lat = 31.53194647° N	Long = 104.04797160° W
Penetration Point & First Take Point	X = 842,883.04	Y = 698,206.63	Lat = 31°31'59.95" N	Long = 104°02'52.72" W	Lat = 31.53332056* N	Long = 104.04797791* W
Last Take Point & Bottom Hole Location	X = 843,101.62	Y = 705,422.59	Lat = 31°33'11.40" N	Long = 104°02'52.98" W	Lat = 31.55316803° N	Long = 104.04805002* W

39

46

38 47

The State Gateway 39-34 #1H is located approximately 21.8 miles Southwest of Mentone, Texas.



1) Plane Coordinates shown hereon are Lambert Grid and Conform to the "Texas Coordinate System", Texas Central Zone, North American Datum of 1927, unless otherwise noted. Scale factor is 1.00015503.

2) Geodetic Coordinate shown hereon references the North American Datum of 1927, unless otherwise

40

45

46

3) This plat is provided only for filing purposes with the Texas Railroad Commission and should not be construed as a boundary survey.

Legend

- Denotes Proposed Well Bore

"ULILIUM" - Denotes Unit Boundary

- Denotes Tract Line

- Denotes Proposed Well Location 0

- Denotes Proposed Penetration/ Take Points

- Denotes Proposed Bottom Hole Location

CERTIFICATION:

Lindsay Gygay

I hereby certify that this plat was made from notes taken in

OF the field in a bona fide survey made under my supervision LINDSAY GYGAX

06-28-17

WEST COMPANY

Lond Surveyors II Civil Engineers

philana Ave., Suite 110, Midland, Texa
432) 687-0885 - FAX (432)687-0888
IRM Registration Number: 100682-00



Location of the

STATE GATEWAY 39-34 #1H

SL (2636' FSL & 330' FWL), Section 39 BHL (200' FNL & 330' FWL), Section 34 All in Block 53 State Of Texas Survey

Reeves County, Texas

W.O.: 2017-0449 Scale: 1"= 2000 Surveyed: 06/19/17 Drawn By: NL File: J:\2017\2017-0449\2017-0449.dwg





Groundwater Advisory Unit

Date Issued: 31 July 2017 **GAU Number:** 175545 API Number: Attention: ATLANTIC RESOURCES REEVES County: PO BOX 3759 Gateway 39-34 Lease Name: MIDLAND, TX 79702 Lease Number: Operator No.: 036555 1H Well Number: 12000 **Total Vertical Depth:** Latitude: 31.531947 Longitude: -104.047972 Datum: NAD27

Purpose:

New Drill

Location:

Survey-State of Texas; Block-53; Section-39

To protect usable-quality groundwater at this location, the Groundwater Advisory Unit of the Railroad Commission of Texas recommends:

The interval from the land surface to the base of the Rustler, which is estimated to occur at a depth of 1000 feet, must be protected.

Please send GR/Porosity log of this well when it is available.

Note: Unless stated otherwise, this recommendation is intended to apply only to the subject well and not for area-wide use. This recommendation is for normal drilling, production, and plugging operations only. It does not apply to saltwater disposal operation into a nonproductive zone (RRC Form W-14).

This determination is based on information provided when the application was submitted on 07/25/2017. If the location information has changed, you must contact the Groundwater Advisory Unit, and submit a new application if necessary. If you have questions, please contact us at 512-463-2741 or gau@rrc.texas.gov.

Groundwater Advisory Unit, Oil and Gas Division

Form GW-2 Rev. 02/2014 P.O. Box 12967 Austin, Texas 78771-2967

512-463-2741

Internet address: www.rrc.texas.gov



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File NoMF11\869	39.
Rooves	County
Drilling Permit API 389-36150 U	
Date Filed: 09 28 17	
By George P. Bush, Commission	er

RAILROAD COMMISSION OF TEXAS

OIL & GAS DIVISION

PERMIT TO DRILL, DEEPEN, PLUG BACK, OR RE-ENTER ON A REGULAR OR ADMINISTRATIVE EXCEPTION LOCATION

Ŏ.	23619	DATE PERMIT ISSUED OR AMEND (AMENDED) Mar 20, 2017		DISTRICT	* 0	8	
API NUMBER	42-389-35747	FORM W-I RECEIVED Mar 09, 2017		COUNTY	REEV	/ES	
TYPE OF OPERATION NEW	ON V DRILL	WELLBORE PROFILE(S) Horizontal, Vertical		ACRES	128	30	
PO BOX 37		COMPANY, LLC	5555	revoked if p	payment for fo mmission is a	vable assigned ma ee(s) submitted to not honored. elephone No:	
LEASE NAME	STATE GA	TEWAY 37-48		WELL NUM	ИBER	3H	
LOCATION	20 miles SW dir	ection from ORLA		TOTAL DE	РТН	12000	
Section, Block and/or Section 4 37 SURVEY 4 PSL		в∟оск ∢ 53	ABSTRA	ст ∢ 5043	3		
DISTANCE TO SURV	'EY LINES 225 ft. NORTH	330 ft. EAST		DISTANCE	TO NEARES	ST LEASE LINI) ft.	3
DISTANCE TO LEASE	E LINES 225 ft. NORTI	H 330 ft. EAST		DISTANCE		T WELL ON L D(s) Below	EASE
FIELD NAME	,	EE FIELD DISTRICT FOR REPOR	,,,,,		_		
LEASE NAME FORD, WEST (WO	OLFCAMP)			ACRES NEAREST LEA 1280.00	DEPTH ASE 10,250	WELL# NEAREST WE	DIST
FORD, WEST (WO	ATEWAY 37-48	Harizontal Vartical		NEAREST LE	ASE	NEAREST WE	
FORD, WEST (WO	ATEWAY 37-48	330.0 F EAST L 650.0 F NORTH L DO EVES Block: 53 HOPPER, W M 330.0 F EAST L 200.0 F SOUTH L		1280.00	ASE	NEAREST WE	
FORD, WEST (WO STATE GA	Lateral: TH1 Penetration Pois Lease Lines: Terminus Locati BH County: RE Section: 48 Survey: PSL / Lease Lines:	nt Location 330.0 F EAST L 650.0 F NORTH L on EVES Block: 53 HOPPER, W M 330.0 F EAST L 200.0 F SOUTH L 330.0 F EAST L	Abstr	1280.00 200	ASE	3H 0	08
FORD, WEST (WO STATE GA WELLBORE PROFERESTRICTIONS:	Lateral: TH1 Penetration Pois Lease Lines: Terminus Locati BH County: RE Section: 48 Survey: PSL / Lease Lines:	nt Location 330.0 F EAST L 650.0 F NORTH L on EVES Block: 53 HOPPER, W M 330.0 F EAST L 200.0 F SOUTH L 330.0 F EAST L	Abstr	1280.00 200	10,250	3H 0	
FORD, WEST (WO STATE GA WELLBORE PROFERESTRICTIONS:	Lateral: TH1 Penetration Poil Lease Lines: Terminus Locati BH County: RE Section: 48 Survey: PSL / Lease Lines: Survey Lines:	nt Location 330.0 F EAST L 650.0 F NORTH L on EVES Block: 53 HOPPER, W M 330.0 F EAST L 200.0 F SOUTH L 330.0 F EAST L 200.0 F SOUTH L	Abstr	1280.00 200	10,250	3H 0	08

ata Validation Time Samp: Mar 21, 2017 6:42 AM(Current Version)

Page 3 of 5

RAILROAD COMMISSION OF TEXAS

OIL & GAS DIVISION

PERMIT TO DRILL, DEEPEN, PLUG BACK, OR RE-ENTER ON A REGULAR OR ADMINISTRATIVE EXCEPTION LOCATION

PERMIT NUMBER 823619	DATE PERMIT ISSUED OR AMENDED (AMENDED) Mar 20, 2017	DISTRICT * 08
API NUMBER 42-389-35747	FORM W-I RECEIVED Mar 09, 2017	COUNTY
TYPE OF OPERATION NEW DRILL	WELLBORE PROFILE(S) Horizontal, Vertical	ACRES 1280
OPERATOR ATLANTIC RESOURCES (PO BOX 3759 MIDLAND, TX 79702-0000		NOTICE This permit and any allowable assigned may be revoked if payment for fee(s) submitted to the Commission is not honored. District Office Telephone No: (432) 684-5581
LEASE NAME STATE GA	TEWAY 37-48	WELL NUMBER 3H
LOCATION 20 miles SW dir	ection from ORLA	TOTAL DEPTH 12000
Section, Block and/or Survey SECTION 37 SURVEY PSL / FORD, L L	BLOCK ₹ 53 ABSTR.	ACT ∢ 5043
DISTANCE TO SURVEY LINES 225 ft. NORTH	1 330 ft. EAST	DISTANCE TO NEAREST LEASE LINE 200 ft.
DISTANCE TO LEASE LINES 225 ft. NORT	H 330 ft. EAST	DISTANCE TO NEAREST WELL ON LEASE See FIELD(s) Below
FIELD(s) and LIMITATIONS		

FIELD(s) and LIMITATIONS:

* SEE FIELD DISTRICT FOR REPORTING PURPOSES *

FIELD NAME LEASE NAME ACRES DEPTH NEAREST LEASE WELL # DIST NEAREST WE

Fields with SWR 10 authority to downhole commingle must be isolated and tested individually prior to commingling production.

THE FOLLOWING RESTRICTIONS APPLY TO ALL FIELDS

This well shall be completed and produced in compliance with applicable special field or statewide spacing and density rules. If this well is to be used for brine mining, underground storage of liquid hydrocarbons in salt formations, or underground storage of gas in salt formations, a permit for that specific purpose must be obtained from Environmental Services prior to construction, including drilling, of the well in accordance with Statewide Rules 81, 95, and 97.

This well must comply to the new SWR 3.13 requirements concerning the isolation of any potential flow zones and zones with corrosive formation fluids. See approved permit for those formations that have been identified for the county in which you are drilling the well in.

RAILROAD COMMISSION OF TEXAS OIL & GAS DIVISION

SWR #13 Formation Data

REEVES (389) County

Formation	Shallow Top	Deep Top	Remarks Geologica Order	Effective Date
FORD-DELAWAR E	2,500	2,500	1	12/17/2013
CASTILLE	2,800	2,800	2	12/17/2013
BELL CANYON	4,800	5,000	3	12/17/2013
DELAWARE	2,500	5,700	4	12/17/2013
DELAWARE CONSOLIDATED GAS	6,500	6,500	5	12/17/2013
CHERRY CANYON	3,800	7,800	6	12/17/2013
BONE SPRINGS	7,500	9,800	7	12/17/2013
PERMIAN	11,300	11,300	8	12/17/2013
WOLFCAMP	10,000	12,300	9	12/17/2013
PENNSYLVANIAN	11,000	14,900	10	12/17/2013
MISSISSIPPIAN	10,000	16,000	11	12/17/2013
DEVONIAN	13,600	17,800	12	12/17/2013
FUSSELMAN	14,000	17,800	13	12/17/2013
ELLENBURGER	15,000	20,800	14	12/17/2013

The above list may not be all inclusive, and may also include formations that do not intersect all wellbores. Formation "TOP" information listed reflects an estimated range based on geologic variances across the county. To clarify, the "Deep Top" is not the bottom of the formation; it is the deepest depth at which the "TOP" of the formation has been or might be encountered. This is a dynamic list subject to updates and revisions. It is the operator's responsibility to make sure that at the time of spudding the well the most current list is being referenced. Refer to the RRC website at the following address for the most recent information. http://www.rrc.texas.gov/oil-gas/compliance-enforcement/rule-13-geologic-formation-info



RAILROAD COMMISSION OF TEXAS Oil and Gas Division PO Box 12967 Austin, Texas 78711-2967 www. rrc. state. tx. us

CERTIFICATE OF POOLING AUTHORITY

P-12
DBC1001

Revised 05/2001

1. Field Name(s)	Ford, West (Wolfcamp)	2 Lease/ID Number (if assigned)	3. RRC District Number
			08
4. Operator Nam	e	5. Operator P-5 Number	6. Well Number
Atlantic R	esources Company, LLC	036555	3H
7. Pooled Unit Na	ame	8. API Number	9. Purpose of Filing
State Gate	way 37-48		X Drilling Permit (W-1)
10. County		11. Total acres in pooled unit	
Reeves		1280	Completion Report
	DESCRIPTION OF INDIVIDUAL TRACTS	CONTAINED WITHIN THE POOL	ED UNIT
TRACT/PLAT	TRACT	ACRES IN TRACT	INDICATE UNDIVIDED INTEREST
IDENTIFIER	NAME	(See inst. #7 below)	UNLEASED NON-POOLED
1	Lowe Royalty Partners, LP	320	
2	Young Cottonwood Oil & Gas LP, et al	560	
3	William Kinard Crouch, et al	80	
4	Marrow Harrison Interests LLC	320	
CERTIFICATION			
foregoing state	r penalties prescribed pursuant to the Sec. 91.143, in the ments and that the information provided by me or upomplete to the best of my knowledge.	Texas Natural Resources Code, inder my direction on this Certific	that I am authorized to make the ate of Pooling Authority is true,
CLIC	L'id Mia	Haylie Urias	
Signature	7	Print Name	
Regulatory	hurias@arcoperating.com	02/22/2017	(432)683-3272
Title	E-Mail (if available)	Date	Phone
 When two or Rule 38(d)(3 	6 — Reference: Statewide Rules 31, 38 and 40 or more tracts are pooled to form a unit to obtain a drilling p 3) the operator must file an original Certificate of Pooling A d plat shall designate each tract with an outline and a tract	authority and certified plat.	

identifier and associated information listed on the Certificate.

3. If within an individual tract, a non-pooled and/or unleased interest exists, indicate by checking the appropriate box.

- If the Purpose of Filing is to obtain a drilling permit, in box #1 list all applicable fields separately or enter "All Fields" if the Certificate pertains
 to all fields requested on Form W-1.
- If the Purpose of Filing is to file completion paperwork, enter the applicable field name in box #1 for the completion.
- Identify the drill site tract with an * to the left of the tract identifier.
- 7. The total number of acres in the pooled unit in #11 should equal the total of all acres in the individual tracts listed.





Address

RAILROAD COMMISSION OF TEXAS

1701 N. Congress P.O. Box 12967 Austin, Texas 78701-2967 Form P-16 Page 1 Rev. 01/2016

DBC0416

Acreage Designation

Operator Name: Atlantic Resources Company, LLC Operator P-5 No.: 036555									
Operator Address: P.O. Box 3759 Midland, TX 79702									
	NE ICA MANA	Name of the Park o	SCOTIONAL WELL	INFORMATION		Man av sala i ka			
District No. 00	建		SECTION II. WELL		建筑安全省中心				
District No.: 08				County: Reeves			Purpose of Filing:		
Well No.: 3H	1000			API No.:			Drilling Permit Application		
Total Lease Acres:		07.40		Drilling Permit No).:		(Form W-1)		
Lease Name: Stat				Lease No.:			Completion Report		
Field Name: Ford	, West	(Wolfcamp)		Field No.: 3191	3800		(Form G-1/W-2)		
Filer is the owner or lessee, or has been authorized by the owner or lessee, of all or an undivided portion of the mineral estate under each tract for which filer is lie									
as operator below. For all leases operated by other entities, the number of assigned acres shown are reflected on current Commission records or the filer has be									
authorized by the cur	rent opera	tor to change the as	ssigned acreage of that operator a	s shown below.					
SEC	TION III.	LISTING OF ALL V	VELLS IN THE APPLIED-FOR FIE	D ON THE SAME	ACREAGE AS	THE LEASE	POOLED UNIT		
			UNITIZED TRACT DESIGNATED						
		H-Horizontal				SWR 38	Operator Name and		
RRC ID No. or	Well	D-Directional	Lease Name	API No.	Acres	Except.	Operator No.		
Lease No.	No.	V-Vertical			Assigned	(Y/N)	(if different from filing operator)		
	3H	Н	State Gateway 37-48		320.00		,		
	011	- 11	State Galeway 37-46		320.00	IN			
-									
Total Well Count >	1	320.00	< A. Total Assigned Horiz. Ac	reage	320.00	< C. Total A	Assigned Acreage		
		960.00	< Total Remaining Horiz. A	Acreage	960.00	< Total R	Remaining Acreage		
			< B. Total Assigned Vert./Dir	-			,		
			< Total Remaining Vert./Di						
			· Total Kemaining Vert./D	II. Acreage					
(1)	為記載	SEC	TION IV. REMARKS / PURPOS	E OF FILING (see in	structions)		《西·斯·斯·斯·斯·斯·斯·斯·斯·斯·斯·斯·斯·斯·斯·斯·斯·斯·斯·斯		
u 192 o 1880 o 180				1					
Attach Additional P	ages As N	eeded. X	No additional pages	Additional Pages	:: (No	of addition	al pages)		
ERTIFICATION: I decla	are under p	enalties prescribed	d in Sec. 91.143, Texas Natural Re	sources Code, that	this report wa	s prepared by	y me or under my supervision or		
			nd that the information contained						
al \ a 0	. ()	4.44	Haylia Urias Dassila		hurica @	0100====	ting s		
- Ungla		UB	Haylie Urias Regula				iting. Com		
Signature			Name and title (type or print)		consent to its		ss only if you affirmatively		
P.O. Box 375	9 Midla	nd. TX 7970	12		(432)6	83-3272	02/21/2017		

City,

State,

Zip Code

Tel: Area Code

Number

Date: mo. day yr.

API No. 42-389-35747

RAILROAD COMMISSION OF TEXAS OIL & CAS DIVISION

FORM W-1 07/2004

Applicati	on Status #	240		OIL	a GAS D	IVISION			Permit Status: Pe	ending Approval
SWR Ex	8236 ception Case/Docket		APPLICAT	ION FOR PERMI This facsimile W-1 was go A certification of the a	enerated electron	ically from data st	ubmitted to		The RRC has not app Duplication or distrib	proved this application. uition of information is at 's own risk
1. RRC C	Operator No.		2. Operator's Name (as sl	nown on form P-5, Organiz	zation Report)			3. Operator Address (includ	e street, city, state, zip).	
<u> </u>	036555		ATLA	NTIC RESOURCE	SCOMPANY	, LLC		PO BOX 3759		
4. Lease	Name	STAT	E GATEWAY 37-48	3	5. Well No	э. 3Н		MIDLAND, TX 7	9702-0000	
GENER	AL INFORMATIC	N								
6. Purpos	se of filing (mark ALI	appropriate boxe	s): X New X Am		completion mended as Drille	Reclass d (BHL) (Also Fil	e Form W	Field Transfer	Re-Enter	
7. Wellb	ore Profile (mark ALl	L appropriate box	vertical	X Horizontal	(Also File Form V	V-1H)	Directi	onal (Also File Form W-1D)		Sidetrack
8. Total	Depth 12000		the right to develop the any right-of-way?	X Yes No	10. Is this well	subject to Statew	ide Rule 3	6 (hydrogen sulfide area)?	X Yes No	5
SURFA	ACE LOCATION	AND ACREAG	E INFORMATION							
11. RRC	District No. 08	12. County	REEVES	13. Surface L	ocation	Land [] Bay/Es	tuary Inland Wat	erway	
14. This	well is to be located	20	miles in a SV	direction fro	om	Orla		which is the nea	arest town in the county of the	he well site
15. Section	on 16. Bloc 37	k 53 17. Su		ORD, L L	18. A	bstract No. A-5043	19. Dis	tance to nearest lease line: 200 ft.	20. Number of contiguous lease, pooled unit, or unitiz	
21. Leas	se Perpendiculars	225	ft from the	-0.77774-1-10.00	line and	330	- ft from		line.	
22. Surv	ey Perpendiculars: .	225	ft from the	NORTH	line and	330	ft from	the EAST	line.	
23. Is th	is a pooled unit?	Yes N	24. Unitization Dock	et No.	25. Are you a	pplying for Substa	andard Ac	reage Field? Yes	(attach Form W-1A)	X No
	INFORMATION		s of anticipated com		ildcat. List o		ne.			
26. RRC District No	27. Field No.	28. Field Na	ne (exactly as shown in RI	RC records)		29. Well Type		30. Completion Depth	31. Distance to Nearest Well in this Reservoir	32. Number of Wells on this lease in this Reservoir
08	31913800	FORD, W	EST (WOLFCAMP)			Oil or Gas W	/ell	10250	0.00	1
08	00018001	WILDCAT	7			Exploratory	Test We	12000	0.00	1
		ON INFORMA	TON is required for Di	IRECTIONAL, HORIZ	CONTAL, AND	AMENDED AS	S DRILL	ED PERMIT APPLICAT		H attachment)
Remarks	<u>S</u>						100 TOTAL	Ce tify that information stated in of my knowledge	rtificate: this application is true and o	complete, to the
								ylie Urias, Regulatory of filer		ar 09, 2017 submitted
RRC Use	Only	V.C.	St. 0 2017	2.54 PM/ C				432)2538312	hurias@arcope	rating.com
Tito Usi	Dat	a Validation Time	Stamp: Mar 9, 2017.	2:54 PM(Current Version	,		Pho	ne I	E-mail Address (OPTIONAL	.)

Permit Status: Pending Approval

The RRC has not approved this application.

Duplication or distribution of information is

at the user's own risk.

RAILROAD COMMISSION OF TEXAS OIL & GAS DIVISION

Form W-1H

Status #

07/2004

823619

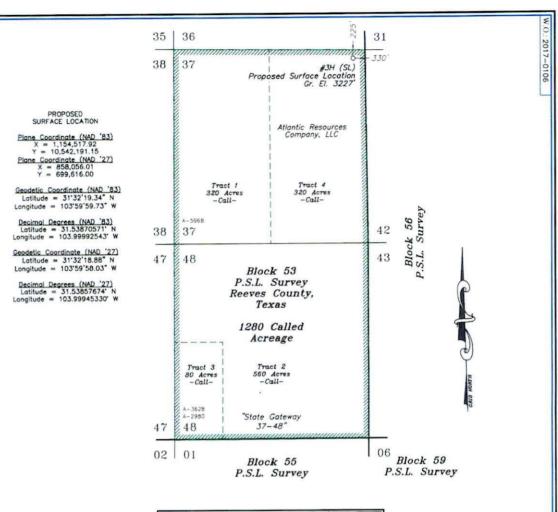
Supplemental Horizontal Well Information

APPLICATION FOR PERMIT TO DRILL, RECOMPLETE, OR RE-ENTER

This facsimile W-1 was generated electronically from data submitted to the RRC. A certification of the automated data is available in the RRC's Austin office.

Approved Date:

RRC Operator No 036555	and the state of t	actly as shown on form P-5, Org RESOURCES COMPA	10 to 100 to 100	3. Lea	se Name STATE GA	TEWAY 37-48		4. Well No 3H
ateral Drainhole	Location Information		DV Land	97.5			De Produ	
Field as shown on	Form W-1 FORD,	WEST (WOLFCAMP)	Field # 319138	00, RR	C District 08)			
Section 48	7. Block 53	8. Survey PSL / HO	PPER, W M			9. Abst 298). County of BHL REEVES
_	ease Line Perpendiculars 330 ft. from the	East	line, and	200	ft. from the	South		line
_	330 ft. from the	East	line. and	200	ft. from the	South		line
13. Penetration	Point Lease Line Perpend	liculars						
	330 ft. from the	East	line, and	650	ft. from the	North		line



Tract	Lessors	Acres
1	Lowe Royalty Partners, LP	320
2	Young Cottonwood Oil & Gas LP, et al	560
3	William Kinard Crouch, et al	80
4	Marrow Harrison Interests LLC	320
Total		1280 Acres

The State Gateway 37-48 #3H is located approximately



1) Plane Coordinates shown hereon are Lambert Grid and Conform to the "Texas Coordinate System", Texas Central Zone, North American Datum of 1927, unless otherwise noted. Scale factor is 1.000224330.

2) Geodetic Coordinate shown hereon references the North American Datum of 1927, unless otherwise

3) This plat is provided only for filing purposes with the Texas Railroad Commission and should not be construed as a boundary survey.

Legend

"/////////// - Denotes Unit Boundary

- - - Denotes Tract Line

- Denotes Proposed Well Location

Lindsay Gygax

I hereby certify that this plat was made from notes taken in the field in a bona fide survey made under my supervision.

Texas R.P.L.S. No. 6434



WEST COMPANY

Land Surveyors © Civil Engineers sublana Ava., Sulta 110, Midland, Texas (432) 887-0865 - FAX (432)887-0868 FIRM Registration Number: 100682-00



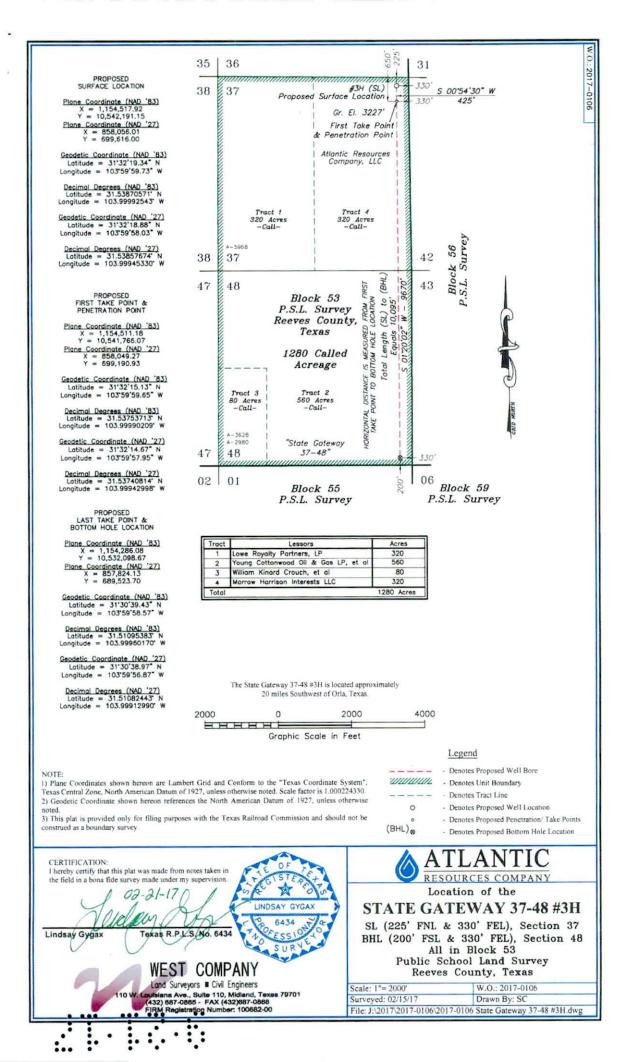
Location of the

STATE GATEWAY 37-48 #3H

SL (225' FNL & 330' FEL) Section 37, Block 53 Public School Land Survey Reeves County, Texas

Scale: 1"= 2000'	W.O.: 2017-0106
Surveyed: 02/15/17	Drawn By: SC
File: J:\2017\2017-0106\2017-0106	State Gateway 37-48 #3H.dwg







Groundwater Advisory Unit

Date Issued: 28 February 2017 **GAU Number:** 167849 Attention: API Number: ATLANTIC RESOURCES County: REEVES PO BOX 3759 State Gateway 37-48 Lease Name: MIDLAND, TX 79702 Lease Number: Operator No.: 036555 3H Well Number: 10500 Total Vertical Depth: Latitude: 31.538576 Longitude: -103.999453

Datum:

NAD27

Purpose:

New Drill

Location:

Survey-PSL; Abstract-5968; Block-53; Section-37

To protect usable-quality groundwater at this location, the Groundwater Advisory Unit of the Railroad Commission of Texas recommends:

The interval from the land surface to a depth of 700 feet, and the Rustler, the top of which is estimated to occur from 950 to 1050 feet depth and the base of which is estimated to occur from 1250 to 1350 feet depth by reconnaissance-level evaluation, must be protected.

This recommendation is applicable to all wells within a radius of 2500 feet of this location.

Please send an acoustic or porosity log of this well when it is available.

Note: Unless stated otherwise, this recommendation is intended to apply only to the subject well and not for area-wide use. This recommendation is for normal drilling, production, and plugging operations only. It does not apply to saltwater disposal operation into a nonproductive zone (RRC Form W-14).

This determination is based on information provided when the application was submitted on 02/22/2017. If the location information has changed, you must contact the Groundwater Advisory Unit, and submit a new application if necessary. If you have questions, please contact us at 512-463-2741 or gau@rrc.texas.gov.

Groundwater Advisory Unit, Oil and Gas Division

Form GW-2 Rev. 02/2014 P.O. Box 12967 Austin, Texas 78771-2967

512-463-2741

Internet address: www.rrc.texas.gov



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••••

File No. MF111869 HD.
Reoves County
Drilling Permit API 389-35747 Unit8316
Date Filed: 09 28 17
By George P. Bush, Commissioner



TEXAS GENERAL LAND OFFICE

GEORGE P. BUSH, COMMISSIONER

October 27, 2017

I, George P. Bush, Commissioner of the General Land Office of the State of Texas, do hereby certify that the papers, records, and documents of said office show;

This Certificate of Fact is limited, as requested by Barbie Roach/Lynch Chappell & Alsup, and covers Mineral File M-111869 only;

That on September 1, 2010, PAMELA PARKER CLIFTON, individually, and as agent for the State of Texas, executed and delivered a **PAID-UP** State Relinquishment Act Oil & Gas Lease M-111869A, covering "Sections 22, 27, 34, 38, 46, 47 & 48, Block 53, with Section 1, Block 55, Public School Land Surveys, 4,445.70 total acres in Culberson County, to LEGEND NATURAL GAS IV, LP, for a primary term of Five (5) years, with a cash bonus of \$1,114,388.80, with like amounts payable each to landowner and State, and a royalty of One-Fourth (1/4), one-half payable each to landowner and State, and a certified copy of said lease was filed in the Texas General Land Office on November 4, 2010, in Mineral File M-111869;

That on September 1, 2010, J.LOYD PARKER, III, individually, and as agent for the State of Texas, executed and delivered a PAID-UP State Relinquishment Act Oil & Gas Lease M-111869B, covering "Sections 22, 27, 34, 38, 46, 47 & 48, Block 53, with Section 1, Block 55, Public School Land Surveys, 4,445.70 total acres in Culberson County, to LEGEND NATURAL GAS IV, LP, for a primary term of Five (5) years, with a cash bonus of \$696,494.88, with like amounts payable each to landowner and State, and a royalty of One-Fourth (1/4), one-half payable each to landowner and State, and a certified copy of said lease was filed in the Texas General Land Office on November 4, 2010, in Mineral File M-111869;

That on September 1, 2010, JAMES BEASLEY YOUNG, III, individually, and as agent for the State of Texas, executed and delivered a PAID-UP State Relinquishment Act Oil & Gas Lease M-111869C, covering "Sections 22, 27, 34, 38, 46, 47 & 48, Block 53, with Section 1, Block 55, Public School Land Surveys, 4,445.70 total acres in Culberson County, to LEGEND NATURAL GAS IV, LP, for a primary term of Five (5) years, with a cash bonus of \$278,597.20, with like amounts payable each to landowner and State, and a royalty of One-Fourth (1/4), one-half payable each to landowner and State, and a certified copy of said lease was filed in the Texas General Land Office on November 4, 2010, in Mineral File M-111869;

That on September 1, 2010, ROBBIN LEE YOUNG, individually, and as agent for the State of Texas, executed and delivered a **PAID-UP** State Relinquishment Act Oil & Gas Lease M-111869D, covering "Sections 22, 27, 34, 38, 46, 47 & 48, Block 53, with Section 1, Block 55, Public School Land Surveys, 4,445.70 total acres in Culberson County, to LEGEND NATURAL GAS IV, LP, for a primary term of Five (5) years, with a cash bonus of \$278,597.20, with like amounts payable each to landowner and State, and a royalty of One-Fourth (1/4), one-half payable each to landowner and State, and a certified copy of said lease was filed in the Texas General Land Office on November 4, 2010, in Mineral File M-111869;

That on September 1, 2010, ALLISON RENEE PARKER individually, and as agent for the State of Texas, executed and delivered a <u>PAID-UP</u> State Relinquishment Act Oil & Gas Lease M-111869E, covering "Sections 22, 27, 34, 38, 46, 47 & 48, Block 53, with Section 1, Block 55, Public School Land Surveys,

4,445.70 total acres in Culberson County, to LEGEND NATURAL GAS IV, LP, for a primary term of Five (5) years, with a cash bonus of \$208,950.72, with like amounts payable each to landowner and State, and a royalty of One-Fourth (1/4), one-half payable each to landowner and State, and a certified copy of said lease was filed in the Texas General Land Office on November 4, 2010, in Mineral File M-111869;

That on September 1, 2010, MICHELLE E. JORDAN, individually, and as agent for the State of Texas, executed and delivered a **PAID-UP** State Relinquishment Act Oil & Gas Lease M-111869F, covering "Sections 22, 27, 34, 38, 46, 47 & 48, Block 53, with Section 1, Block 55, Public School Land Surveys, 4,445.70 total acres in Culberson County, to LEGEND NATURAL GAS IV, LP, for a primary term of Five (5) years, with a cash bonus of \$208,950.72, with like amounts payable each to landowner and State, and a royalty of One-Fourth (1/4), one-half payable each to landowner and State, and a certified copy of said lease was filed in the Texas General Land Office on November 4, 2010, in Mineral File M-111869;

That on September 1, 2010, MCCAMEY FARM & RANCH, L.P., individually, and as agent for the State of Texas, executed and delivered a **PAID-UP** State Relinquishment Act Oil & Gas Lease M-111869G, covering "Sections 22, 27, 34, 38, 46, 47 & 48, Block 53, with Section 1, Block 55, Public School Land Surveys, 4,445.70 total acres in Culberson County, to LEGEND NATURAL GAS IV, LP, for a primary term of Five (5) years, with a cash bonus of \$557,194.40, with like amounts payable each to landowner and State, and a royalty of One-Fourth (1/4), one-half payable each to landowner and State, and a certified copy of said lease was filed in the Texas General Land Office on November 4, 2010, in Mineral File M-111869;

That on June 23, 2015, NADEL & GUSSMAN PERMIAN, LLC, assigned to ENDURANCE RESOURCES HOLDINGS II, LLC, various interests in lease M-111869 (A-G), with additional leases, and reference to said assignment ID #9849 is herein made for all purposes to the instrument which was filed of record in Volume 1206, Pages 371-388, Official Public Records, Culberson County, a certified copy of which was filed in the Texas General Land Office on October 19, 2016, in Mineral File M-111869;

That on November 1 2016, ENDURANCE RESOURCES HOLDING II, LLC, assigned to ATLANTIC RESOURCES II INTERESTS LLC, various interests in lease M-111869 (A-G), with additional leases, and reference to said assignment ID #10135, is herein made for all purposes to the instrument which was filed of record in Clerk File No. 16-16834, Official Public Records, Culberson County, a certified copy of which was filed in the Texas General Land Office on January 9, 2017, in Mineral File M-111869;

That on March 1, 2017, SILVERBACK EXPLORATION LLC, released said lease M-111869, and a certified copy of said release was filed in the Texas General Land Office on March 22, 2017, in Mineral File M-111869;

That on May 15, 2017, ATLANTIC RESOURCES COMPANY, LLC, and JERRY E. PATTERSON, Commissioner of the Texas General Land Office, executed a Unit Agreement which included lease M-111869, insofar as 560.00 acres is concerned, and covering an area designated as State Gateway 37-48, and said agreement, having been approved by the School Land Board on May 7, 2017, was filed in the Texas General Land Office on May 16, 2017, in Mineral File M-111869;

That on March 1, 2017, ATLANTIC RESOURCES II INTERESTS, LLC, assigned to NORTH REEVES DEVELOPMENT, LLC, various interests in lease M-111869 (A-G), with additional leases, and reference to said assignment ID #10374, is herein made for all purposes to the instrument which was filed of record in Clerk File No. 17-05953, Official Public Records, Culberson County, a certified copy of which was filed in the Texas General Land Office on September 7, 2017, in Mineral File M-111869;

That on September 27, 2017, Railroad Commission Form W-1, New Drill Record, was filed in the Texas General Land Office in Mineral File M-111869, indicating that Well #6H was spudded on August 2017 and is now drilling at 11,000 feet;

That on September 28, 2017, Railroad Commission Form G-1, Gas Well Back Pressure Test, Completion or Recompletion Report and Log, was filed in the Texas General Land Office in Mineral File M-111869, indicating that well No. 2H, State Gateway 38/Ford, West (Wolfcamp), was completed as a new well on

January 7, 2017;

That on September 28, 2017, Railroad Commission Form W-1, New Drill Record, was filed in the Texas General Land Office in Mineral File M-111869, indicating that Well #1H was spudded on July 10, 2017 and is now drilling at 12,000 feet;

That on September 28, 2017, Railroad Commission Form W-1, New Drill Record, was filed in the Texas General Land Office in Mineral File M-111869, indicating that Well #3H was spudded on March 9, 2017 and is now drilling at 12,000 feet;

That the latest royalty payments for lease M-111869 were received in the Texas General Land Office on October 3, 2017, for oil produced during August 2017, and on October 15, 2017, for gas produced during August 2017;

IN TESTIMONY WHEREOF, I hereto set my hand and seal of said office the first date above written.

GEORGE P. BUSH

COMMISSIONER OF THE GENERAL LAND OFFICE

GPB/wt

Name:

Barbie Roach/LYNCH CHAPPELL & ALSUP

300 N. Marienfeld, Suite 700

Midland, TX 79701

Dicta No.:

2017-47 \$100.00

Fee: Files:

M-111869

File No. M - 111869

County

Date Filed: 11/15/17

George R Bush, Commissioner

y

100



November 28, 2017

Mary Quintana, Sr. Lease/Div Order Analyst Atlantic Resources Company, LLC 300 North Marienfeld, Ste 600 Midland, Texas 79701

RE: Assignment ID 10471 - MF111869 et al – Exhibit "A" Culberson & Reeves County

Dear Ms. Quintana:

The General Land Office received the following instrument and has filed it in the appropriate files.

Assignment and Bill of Sale, effective March 1, 2017, from Atlantic Resources II Interests LLC, Assignor to North Reeves Development LLC, Assignee. Filed for record under Culberson Doc# 0000004213 and Reeves Doc #17-13279.

Filing fees in the amount of \$2,575.00 were received on the referenced assignment.

Please feel free to contact me at (512) 463-5407 or email <u>carl.bonn@glo.texas.gov</u> if you have further questions.

Best regards,

Carl Bonn, CPL

Mineral Leasing - Energy Resources

Exhibit "A"

Assign ID # 10471

MIF#

Culberson & Reeves County

111869 A thru G	117196 A,B,C,D
112396	117344 (A released),B,D
112451	117345
112452	117347 A,B,C,D
112682 A,B,C,D,E,(F,G,H,I released)	117348 (A released),B,D,E
113664	117612
114473 (A thru N expired)	117877
116869 A,B,C,D,E	117878
116893	117884
116960	<u>118107</u>
117019 A,B,C,D	118300
117020 (A released),B,C	118391
117082 (A released)	118392
117084 (A pending)	118393
117085 A	
117086 A,B	
117087 A,B	
117088 (A&B expired),C,(D released)	
117183 A thru J	



PO Box 3759 Midland, TX 79702 300 North Marienfeld, Suite 1000 Midland, Texas 79701 P 432.683.3272 F 432.683.3244

MF111896-A-G ctal

September 11, 2017

VIA CERTIFIED MAIL; RETURN RECEIPT

NO. 7011-3500-0002-4956-7891

Texas General Land Office Mineral Leasing Division Attn: Mr. Carl Bonn 1700 N. Congress Avenue Room 600 Austin, TX 78701-1495

RE: Assignment, Bill of Sale

Atlantic Resources II Interests LLC to North Reeves Development LLC

Reeves County, Texas

Dear Mr. Bonn:

Pursuant to the requirements set forth by Statute and in the State Surveyed School Land Lease Form Revised September 1997, please find enclosed a certified copy of that certain:

Assignment, Bill of Sale between Atlantic Resources II Interests LLC, as "Assignor" to North Reeves Development LLC, as "Assignee", effective March 1, 2017, filed of record on August 8, 2017, recorded as Instrument Number 17-13279 of the Official Public Records of Reeves County, Texas, recorded in Volume 1455, Page 519. This Assignment was also filed of record as Doc. No. 4213 on August 16, 2017, in Culberson County, Texas and recorded in Volume 31, Page 478; covering those certain Oil and Gas Lease listed on the Assignment Summary with additional attachment.

Assignment, Bill of Sale between Atlantic Resources II Interests LLC, as "Assignor" to North Reeves Development LLC, as "Assignee", effective March 1, 2017, filed of record on August 8, 2017, recorded as Instrument Number 17-13280 of the Official Public Records of Reeves County, Texas, recorded in Volume 1455, Page 551. This Assignment was also filed of record as Doc. No. 4214 on August 16, 2017, in Culberson County, Texas and recorded in Volume 31, Page 511; covering those certain Oil and Gas Lease listed on the Assignment Summary with additional attachment.

Assignment, Bill of Sale between Atlantic Resources II Interests LLC, as "Assignor" to North Reeves Development LLC, as "Assignee", effective March 1, 2017, filed of record on August 8, 2017, recorded as Instrument Number 17-13281 of the Official Public Records of Reeves County, Texas, recorded in Volume 1455, Page 565. This Assignment was also filed of record as Doc. No. 4315 on August 16, 2017, in Culberson County, Texas and recorded in Volume 31, Page 526; covering those certain Oil and Gas Lease listed on the Assignment Summary with additional attachment.

Carl, there is still several leases that haven't been assigned a Mineral File number.



Also enclosed is check No. 7095 in the amount of \$2,575.00 for Assignment Fee's at \$25.00 per State Lease. Please let me know if you require further information by contacting me at mquintana@arcoperating.com.

Sincerely,

Atlantic Resources Company, LLC

May Zuistana

Mary Quintana

Sr. Lease/Division Order Analyst

/mq

Enclosure

Atlantic Resources II Interests LLC - P.O. Box 3759 - Midland, TX 79702

To: Texas General Land Office

Austin, TX 78701

Vendor Code TEX160 O9/08/2017

\$2,575.00

Check Number 1075-7095

007095

Invoice # Invoice Amt
09/06/2017 2,575.00
Assignment Summary (GLO)
ARC II Assignment 5% Sell Down

[8] 18

8700594



Mail to: Texas General Land Office

Attn: Energy Resources P.O. 12873 Austin, Texas 78711-2873

Texas General Land Office ASSIGNMENT SUMMARY

For	General	Land	Office	Use On	1
1 01	General	Lanu	Office	OSC OII	1

10471

DOCL	JMI	NT	TYPE:	(mark	one):

Assignment

Deed of Trust

Merger/Name Change

DOCUMENT RECORDING INFORMATION: (Include all the counties

covered by the properties listed below)

County	File No.	Page	Execution Date/Effective Date
Reeves	17-13279		July 27,2017/March 1, 2017
Culberson	4213		July 27, 2017/March 1, 2017

ASSIGNMENT FEE: \$25 per State Lease (additional \$25 after 90 days) INTEREST BEING CONVEYED: (mark one)

Working Interest:

Overriding Royalty Interest:

Other (explain):

Remarks:

Additional Recording Info. File No. Reeves County, 17-13280 and 17-13281 Additional Recording Info. File No. Culberson County, 4214 and 4215

FROM List all companies or individuals listed in this instrument who are transferring ownership interests, in whole or in part, in the leases shown below	TO List all companies or individuals listed in this instrument who are receiving ownership interests in the leases listed below	% GROSS WI OWNED BY ASSIGNOR	% GROSS WI TRANSFERRED BY ASSIGNOR	% GROSS WI RETAINED BY ASSIGNOR
1 Atlantic Resources II Interests LLC	North Reeves Development LLC	80%	5%	75%
2				

Attach additional pages as needed.

LEASES COVERED BY THIS TRANSFER:

State Lease #	COUNTY	BLOCK	SECTION	PART OF SECTION	DEPTH RESTRICTION
1.	See Attachment	7	•		
2		17	Tod		
3.			7557		
4.				nd.	

May Zuintane

Mary Quintana
Name (please print)

Mguintana@alcopelating. Com E-Mail Address 432-683-3272

Telephone Number

Lease Analyst

Title

9-7-2017

Date

I am an authorized representative of the lessee(s) under the State of Texas leases identified herein and represent and certify to the Commissioner of the General Land Office that the information provided on this form is true and correct.

Atlantic Resources Holding Co., LLC

Company Name

Mailing Address
P.O. Box 3759

Midland, Texas 79702

City/State/Zip

Doc# 00000004213

17-13279 TD 1047
FILED FOR RECORD
REEVES COUNTY, TEXAS
Aug 08, 2017 at 12:10:00 PM

MF111869 etal cff 3-1-17

This document prepared by, and when recorded return to:

Kirkland & Ellis LLP 609 Main Street Houston, TX 77002

Attention:

Rahul Vashi

Telephone:

713-836-3639

Fax:

713-836-3601

ASSIGNMENT AND BILL OF SALE

This Assignment and Bill of Sale (this "Assignment") from Atlantic Resources II Interests LLC, a Delaware limited liability company with an address at 300 N. Marienfeld Street, Suite # 1000, Midland, Texas 79701 (the "Assignor"), to North Reeves Development LLC, a Delaware limited liability company with an address at P.O. Box 845, New York, NY 10150 (the "Assignee") is executed on the dates set forth in the respective notary certifications below, but effective for all purposes as of 12:01 a.m. in Houston, Texas on March 1, 2017 (the "Effective Date").

RECITALS

WHEREAS, Assignor owns interests in and to certain oil and gas leases, units, lands, and other assets as more specifically set forth herein; and

WHEREAS, pursuant to that certain Purchase and Sale Agreement by and among Assignor and Assignee dated as of July 27, 2017 (as amended, the "<u>Purchase Agreement</u>"), Assignor has agreed to assign to Assignee certain undivided interests in and to the Assets (as hereinafter defined).

ASSIGNMENT

- Section 1. Assignment. NOW THEREFORE, Assignor, for and in consideration of the sum of Ten Dollars (\$10) cash in hand paid and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, hereby GRANTS, BARGAINS, SELLS, AND CONVEYS, and by these presents has GRANTED, BARGAINED, SOLD, AND CONVEYED unto Assignee (1) an undivided six and one quarter percent (6.25%) of Assignor's right, title, and interest in and to the assets described in paragraphs (a) through (l) and (2) all of Assignor's right, title, and interest in and to the assets described in paragraph (m) (collectively the "Assets"):
- (a) the oil and gas leases, oil, gas, and mineral leases and subleases, carried interests, operating rights, and record title interests described on Exhibit A-1, and, without limiting the foregoing, all (i) rights, privileges, benefits and powers conferred upon the holder of such leases and interests with respect to the use and occupation of the lands covered thereby; (ii)

Assignment and Bill of Sale

-1

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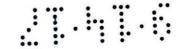
royalties, overriding royalty interests, nonparticipating royalties, reversionary interests, carried interests, options, convertible interests, net profits interests, payments out of production, contractual rights to production, farmout rights, and other similar rights, properties and interests to Hydrocarbons produced or in place and any other interests in the lands described on Exhibit A-1; and (iii) tenements, hereditaments, and appurtenances belonging to such leases and such pooled areas or units and other rights (of whatever character, whether legal or equitable, vested or contingent, and whether or not the same are expired or terminated) in and to the Hydrocarbons in, on, under, and that may be produced from, the lands described on Exhibit A-1 (such undivided six and one quarter percent (6.25%) interest, collectively, the "Leases");

- (b) any and all Hydrocarbon, water, CO2, or injection or disposal wells located on the Leases or on lands pooled, communitized, or unitized therewith, including the interests in the wells shown on Exhibit A-2, in each case, whether producing, non-producing, permanently or temporarily plugged and abandoned, and whether or not fully described on any Exhibit A-2 (such undivided six and one quarter percent (6.25%) interest, the "Wells");
- (c) all pooled, communitized, or unitized acreage which includes all or part of any Leases, and all tenements, hereditaments, and appurtenances belonging thereto (such undivided six and one quarter percent (6.25%) interest, the "<u>Units</u>" and, together with the Wells and Leases, the "<u>Properties</u>");
- (d) all currently existing contracts, agreements, and instruments pertaining to the other Assets (to the extent applicable to the other Assets), including unitization, pooling, and communitization agreements; declarations and orders; area of mutual interest agreements; farmin and farmout agreements; operating agreements; exploration agreements; joint venture agreements; participation agreements; development agreements; exchange agreements; purchase and sale agreements and other contracts in which Assignor acquired interests in any other Asset; compressor agreements; gathering agreements; agreements for the sale and purchase of Hydrocarbons from the Assets; disposal agreements; transportation agreements; and processing agreements (the "Contracts"); provided, however, that the term "Contracts" shall not include this Assignment, any document executed pursuant to this Assignment, the Leases and other instruments constituting Assignor's chain of title thereto;
- (e) all easements, surface permits, surface licenses, servitudes, rights-of-way, surface leases, and other rights to use the surface appurtenant to, and used or held for use solely in connection with, the Properties (such undivided six and one quarter percent (6.25%) interest, the "Rights of Way");
- (f) all equipment, machinery, fixtures, and other tangible personal property and improvements that are located on the Properties or are used or held for use primarily in connection with the ownership or operation of the Properties or any of the other Assets or the production, treatment, storage, disposal, or transportation of Hydrocarbons or other substances thereon or therefrom (including all wellhead equipment, pumps, pumping units, Hydrocarbon measurement facilities, flowlines, gathering systems, piping, pipelines, compressors, tanks, treatment facilities, injection facilities, disposal facilities, compression facilities, and other materials, supplies, facilities and machinery) (such undivided six and one quarter percent (6.25%) interest, the "Equipment");

Assignment and Bill of Sale

-2-

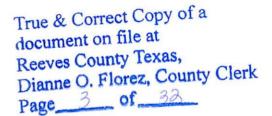
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- (g) copies of all G&G Data, to the extent copies of such G&G Data is transferable without the payment of a fee or other consideration, unless Assignee agrees in writing to pay the fee or other consideration;
- (h) all Hydrocarbons produced from, or attributable to, the Properties from and after the Effective Date; all Hydrocarbon inventories from or attributable to the Properties that are in storage on the Effective Date; and, to the extent related or attributable to the Properties, all production, plant, and transportation imbalances attributable to the Properties as of the Effective Date (provided, however, that Assignee's rights to the inventories and imbalances described in this subsection (h) shall be satisfied solely pursuant to Sections 2.3(a) and 2.3(b) of the Purchase Agreement);
- (i) all contracts of insurance and all claims, rights and interests of Assignor or any Affiliate of Assignor (A) under any policy or agreement of insurance or indemnity agreement, (B) under any bond or security instrument, or (C) to any insurance or condemnation proceeds or awards arising, in each case, (i) from acts, omissions or events, or damage to or destruction of an Asset after the Effective Date, or (ii) in connection with an Assumed Obligation;
- (j) any audit rights and rights to reimbursement with respect to all costs and revenues associated with any audit of Property Costs covering periods for which Assignee is in whole or in part responsible for the Assets, which adjustments arising from such audits are paid or received prior to the Cut-Off Date;
- (k) any refunds, claims for refunds or rights to receive refunds from any Governmental Authority with respect to Taxes that are Purchaser Taxes;
- (I) refunds relating to the overpayment of royalties by or on behalf of Assignee to any Governmental Authority, to the extent relating to royalties paid with respect to Hydrocarbon production from the Assets after the Effective Date, whether received before, on, or after the Effective Date; and
- (m) copies of all lease files and land files (including title curative documents); division order files; abstracts; title opinions; contract files; Asset Tax records; operations, environmental and accounting records; reserve reports; and well, facility and production records of Assignor; to the extent relating to the Properties, but excluding, in each case:
 - (A) all originals of the aforementioned files and records;
- (B) all corporate, financial, Tax, and legal data and records of Assignor that relate to Assignor's business generally (whether or not relating to the Assets) or to Assignor's business, operations, assets, and properties not expressly included in this Assignment;
- (C) any data, software, and records to the extent disclosure or transfer is prohibited or subjected to payment of a fee or other consideration by any license agreement or other agreement, or by applicable Law, and for which no consent to transfer has been received (provided Assignor has used commercially reasonable efforts to obtain a waiver of

Assignment and Bill of Sale

-3





such consent) and/or for which Assignee has not agreed in writing to pay the fee or other consideration, as applicable;

- (D) all legal records and legal files of Assignor, including all work product of, and attorney-client communications with, Assignor's legal counsel (other than Leases, title opinions, environmental reports, Contracts and any instruments that relate to or cover any Assumed Obligation);
- (E) data and records relating to the sale of the Assets, including communications with the advisors or representatives of Assignor or its Affiliates; and
- (F) any data and records relating to the Excluded Assets or assets and properties not expressly included in this Assignment.
 - (Clauses (A) through (F) shall hereinafter be referred to as the "Excluded Records" and subject to such exclusions, the data, software and records described in this Section 1(m) are referred to herein as the "Records".).

EXCEPTING AND RESERVING to Assignor, however, the Excluded Assets (as defined below).

- TO HAVE AND TO HOLD the Assets unto Assignee, its successors and assigns, forever, subject, however, to the terms and conditions of this Assignment and the Purchase Agreement.
- Section 2. <u>Excluded Assets</u>. Notwithstanding anything to the contrary in <u>Section 1</u> or anywhere else in this Assignment, the following rights and interests (collectively, the "<u>Excluded Assets</u>") are not included in the definition of Assets, and Assignor hereby expressly reserves, excepts and retains unto Assignor all of Assignor's right, title and interest in and to the following:
- (a) Ninety-three and three quarters percent (93.75%) of Assignor's undivided right, title and interest in and to assets and properties described in Section 1(a) through 1(l);
 - (b) the Excluded Records;
- (c) all of Assignor's seismic and micro-seismic data and information (and any interpretations thereof) as well as originals of the G & G Data of Assignor;
- (d) subject to Section 9.5 of the Purchase Agreement, to the extent that they do not relate to any Assumed Obligation for which Assignee provides indemnity hereunder, all contracts of insurance and all claims, rights and interests of Assignor or any Affiliate of Assignor (A) under any policy or agreement of insurance or indemnity agreement, (B) under any bond or security instrument, or (C) to any insurance or condemnation proceeds or awards arising, in each case, from acts, omissions or events, or damage to or destruction of an Asset prior to the Effective Date;

Assignment and Bill of Sale

-4-

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Dianne O. Florez, County Clerk
Page 4 of 32



- (e) all of Assignor's proprietary computer software, patents, trade secrets, copyrights, logos, trademarks, trade names, and other intellectual property;
 - (f) Assignor's interests in offices, office leases and buildings;
- (g) to the extent not used or held for use primarily in connection with the ownership or operation of the Properties, any leased equipment and other leased personal property;
- (h) all indemnity rights, rights under any Contracts and all other claims of Assignor or any Affiliate of Assignor against any third Person to the extent related or attributable to, periods on or prior to the Effective Date (including claims for adjustments or refunds) or for which Assignor is liable for payment or required to indemnify Assignee under Article 9 of the Purchase Agreement (whether or not such claims are pending or threatened as of the Execution Date or the Closing Date);
- (i) all audit rights and rights to reimbursement with respect to all costs and revenues associated with any audit of Property Costs covering periods for which Assignor is in whole or in part responsible for the Assets, which adjustments arising from such audits are paid or received prior to the Cut-Off Date;
- (j) any refunds, claims for refunds or rights to receive refunds from any Governmental Authority with respect to Taxes that are Seller Taxes;
- (k) refunds relating to the overpayment of royalties by or on behalf of Assignor to any Governmental Authority, to the extent relating to royalties paid with respect to Hydrocarbon production from the Assets prior to the Effective Date, whether received before, on, or after the Effective Date;
- all office equipment, computers, cell phones, pagers and other hardware, personal property, and equipment that relate primarily to Assignor's business generally, even if otherwise relating to the business conducted by Assignor with respect to the Assets;
- (m) trade credits, accounts, accounts receivable, and other proceeds, income or revenue accruing before the Effective Date and attributable to the Assets prior to the Effective Date;
- (n) whether or not relating to the Assets, any master service agreements, drilling contracts, or similar service contracts;
 - (o) Assignor's vehicles;
- (p) any wells located on the Leases that have been plugged and abandoned by Assignor; and
- (q) any other assets, contracts or rights which are (i) not specifically described in <u>Section 1</u>, or (ii) described on <u>Schedule 2</u> (whether or not specifically described in <u>Section 1</u>);

Assignment and Bill of Sale

-5

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Section 3. Special Warranty; Disclaimer. Assignor, for a period of thirty-six (36) months after the execution of this Assignment, warrants Defensible Title (as such term is defined in the Purchase Agreement) to the Properties shown on Exhibit A-1 and A-2, subject to the terms and conditions of the Purchase Agreement, unto Assignee, its successors and assigns, against all persons claiming or to claim the same or any part thereof by, through, or under Assignor and its Affiliates, but not otherwise. EXCEPT AS PROVIDED IN THE PRECEDING SENTENCE OR THE PURCHASE AGREEMENT, ASSIGNOR MAKES NO, AND EXPRESSLY DISCLAIMS AND NEGATES ANY, REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, AS TO TITLE TO ANY OF THE PROPERTIES. Assignor hereby assigns to Assignee all rights, claims, and causes of action on title warranties given or made by Assignor's predecessors (other than Affiliates of Assignor), and Assignee is specifically subrogated to all rights which Assignor may have against its predecessors (other than Affiliates of Assignor), to the extent that Assignor may legally transfer such rights and grant such subrogation.

Disclaimer of other Warranties. EXCEPT AS EXPRESSLY REPRESENTED OTHERWISE IN SECTION 3 OF THIS ASSIGNMENT OR ARTICLE 4 OF THE PURCHASE AGREEMENT, ASSIGNOR MAKES NO, AND HEREBY EXPRESSLY DISCLAIMS, ANY REPRESENTATION OR WARRANTY, EXPRESS, IMPLIED, OR STATUTORY AS TO (I) TITLE TO ANY OF THE ASSETS, (II) THE CONTENTS, CHARACTER, OR NATURE OF ANY DESCRIPTIVE MEMORANDUM. OR ANY REPORT OF ANY PETROLEUM ENGINEERING CONSULTANT OF ASSIGNOR, OR ANY GEOLOGICAL OR SEISMIC DATA OR INTERPRETATION, TO THE ASSETS, (III) THE QUANTITY, RELATING QUALITY, OR RECOVERABILITY OF HYDROCARBONS IN OR FROM THE ASSETS, (IV) THE EXISTENCE OF ANY PROSPECT, RECOMPLETION, INFILL, OR STEP-OUT DRILLING OPPORTUNITIES, (V) ANY ESTIMATES OF THE VALUE OF THE ASSETS OR FUTURE REVENUES GENERATED BY THE ASSETS, (VI) THE PRODUCTION OF HYDROCARBONS FROM THE ASSETS, OR WHETHER PRODUCTION HAS BEEN CONTINUOUS, OR IN PAYING QUANTITIES, OR ANY PRODUCTION OR DECLINE RATES, (VII) THE MAINTENANCE, REPAIR, CONDITION, QUALITY, SUITABILITY, DESIGN OR MARKETABILITY OF THE ASSETS, (VIII) INFRINGEMENT OF ANY INTELLECTUAL PROPERTY RIGHT, (IX) ANY OTHER MATERIALS OR INFORMATION THAT MAY HAVE BEEN MADE AVAILABLE OR COMMUNICATED TO ASSIGNEE OR ITS AFFILIATES, OR ITS OR THEIR EMPLOYEES, AGENTS, CONSULTANTS, REPRESENTATIVES, OR ADVISORS IN CONNECTION WITH THE TRANSACTIONS CONTEMPLATED BY THIS ASSIGNMENT OR THE PURCHASE AGREEMENT OR ANY DISCUSSION OR PRESENTATION RELATING THERETO AND (X) COMPLIANCE WITH ANY ENVIRONMENTAL LAW OR THE ENVIRONMENTAL CONDITION OF ANY OF THE ASSETS, AND FURTHER DISCLAIMS ANY REPRESENTATION OR WARRANTY, EXPRESS, IMPLIED, OR STATUTORY, OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR CONFORMITY TO MODELS OR SAMPLES OF MATERIALS OF ANY EQUIPMENT, IT BEING EXPRESSLY UNDERSTOOD AND AGREED BY THE PARTIES THAT THE ASSETS ARE BEING TRANSFERRED "AS IS, WHERE IS," WITH ALL FAULTS AND DEFECTS, AND THAT ASSIGNEE HAS MADE OR CAUSED TO BE MADE SUCH INSPECTIONS AS

Assignment and Bill of Sale

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ASSIGNEE DEEMED APPROPRIATE TO ENTER INTO THE PURCHASE AGREEMENT. ASSIGNOR AND ASSIGNEE AGREE THAT, TO THE EXTENT REQUIRED BY APPLICABLE LAW TO BE EFFECTIVE, THE DISCLAIMERS OF CERTAIN REPRESENTATIONS AND WARRANTIES CONTAINED IN THIS ASSIGNMENT ARE "CONSPICUOUS" DISCLAIMERS FOR PURPOSES OF ANY APPLICABLE LAW, RULE OR ORDER.

- Section 5. <u>Assumed Obligations</u>. Assignee assumes and agrees to fulfill, perform, pay, and discharge (or cause to be fulfilled, performed, paid, or discharged) all of the Assumed Obligations.
- Section 6. <u>Subject to Contracts</u>. Except as set forth to the contrary in the Purchase Agreement, Assignee is taking the Properties subject to the terms of the Contracts, and Assignee hereby assumes and agrees to fulfill, perform, pay, and discharge Assignor's obligations under such Contracts from and after the Effective Date.
- Section 7. Further Assurances. After Closing, Assignor and Assignee each agree to take such further actions and to execute, acknowledge, and deliver all such further documents as are reasonably requested by the other for carrying out the purposes of this Assignment or the Purchase Agreement or of any document delivered pursuant to the Purchase Agreement (including the execution, delivery, and filing of assignments of record title and operating rights in any federal or state lease) without further consideration. Without limiting the foregoing, with respect to interests in federal or state real property interests that are included among the Properties and that require filings with Governmental Authorities before they may be assigned, each Party shall, without further consideration file the appropriate documents and take any other steps necessary to obtain official approval of the assignments.
- Section 8. Assignment Subject to Purchase Agreement. This Assignment is expressly subject to the terms and conditions of the Purchase Agreement, which terms are hereby incorporated into this Assignment by reference for all purposes. Capitalized terms used herein but not defined shall have the meanings assigned to such terms in the Purchase Agreement. In the event of a conflict between the terms of this Assignment and the Purchase Agreement the terms of the Purchase Agreement shall control for all purposes.
- Section 9. <u>Successors and Assigns</u>. This Assignment shall bind and inure to the benefit of the Parties hereto and their respective successors and assigns.
- **Section 10.** <u>Headings</u>. The headings of the articles and sections of this Assignment and any listing of its contents are for guidance and convenience of reference only, and shall not limit or otherwise affect any of the terms or provisions of this Assignment.
- Section 11. Governing Law. This Assignment, and all Claims arising in connection with or related hereto, or the negotiation, execution or performance hereof (whether in contract or tort) shall be governed by and construed in accordance with the Laws of the State of Texas, without regard to principles of conflicts of Laws that would direct the application of the Laws of another jurisdiction.

Assignment and Bill of Sale

-7-

Section 12. Counterparts. This Assignment may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute but one and the same agreement.

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Assignment and Bill of Sale

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EXECUTED as of the dates set forth in the notary certifications below, but effective for all purposes as of the Effective Date.

ASSIGNOR:

ATLANTIC RESOURCES II INTERESTS LLC

Name:

Title: Chief Executive Officer

Assignor Signature Page to Assignment and Bill of Sale

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ASSIGNEE:

NORTH REEVES DEVELOPMENT LLC

By: Midtown Acquisitions GP LLC, its

Manager

By: Way Muluell Name: Morgan Blackwell

Title: Authorized Signatory

Assignee Signature Page to Assignment and Bill of Sale

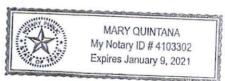
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Dianne O. Florez, County Clerk
Page of 32

STATE OF TEXA	S
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§ §

COUNTY OF Milland

The foregoing instrument was acknowledged before me this 27 day of July, 2017, by R.A. Jennings, as Chief Executive Officer of Atlantic Resources II Interests LLC, a Delaware limited liability company, on behalf of the limited liability company.



My Commission Expires:

(Notary Seal)

Assignor Notary Page to Assignment and Bill of Sale

True & Correct Copy of a document on file at Reeves County Texas, Dianne O. Florez, County Clerk Page of 32

STATE OF NEW YORK

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COUNTY OF NEW YORK

The foregoing instrument was acknowledged before me this 27th day of July, 2017, by Morgan Blackwell, as Authorized Signatory of Midtown Acquisitions GP LLC, Manager of North Reeves Development LLC, a Delaware limited liability company, on behalf of said limited liability company.

Notary Public

My Commission Expires:

(Notary Seal)

TRAVIS M. TROYER
Notary Public, State of New York
No. 02TR6356925
Qualified in New York County
Commission Expires April 10, 2021

Assignee Notary Page to Assignment and Bill of Sale



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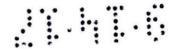


Exhibit A-1

Leases

See Attached.

Exhibit A-1 to Assignment and Bill of Sale

True & Correct Copy of a document on file at Reeves County Texas, Dianne O. Florez, County Clerk Page 3 of 32

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	Lease Name	Lessee	Lease Date	Recordation Date	Volume	Page	Entry	State	County	Expiration Date	Legal Description	Depths
117877	State of Texas	Endurance Resources Holdings II, LLC	1/5/2016	4/14/2016	1260	206	16-04512	Texes	Reeves	1/5/2019	(Sec 28, Bilk. 53 - W/2) 320 scres, more or less, being the (W/2) of Section 28, Block 53, A-2652, of the PSL Survey located in Culterson and Reeves County, Texas $B(K~\mathcal{F}~3)$	All Depths
112682-I	State of Texas Agent Towana Spivey, Et Al	Petrohawk Properties, LP	2/9/2011	5/27/2011	880	600	00.237	Texas	Reeves	2/9/2016	(See 30, Blk. 56 - NW/4 & E/2 SE/4 & SW/4 SE/4 - 1) 280 acres of land, more or less, being the Northwest Quarter (NW/4), the East Half of the Southeast Quarter (E/2 SE/4) and the Southwest Quarter of the Southwest Quarter (SW/4 SE/4) of Section 30, Block 56, Public School Lands Survey, Abstract No. 2291, Revers County, Texas; (See 30, Blk. 56 - NE/4 - 2) 160 acres of land, more or less, being the Northeast Quarter (NE/4) of Section 30, Block 56, Public School Lands Survey, Abstract No. 2291, Reeves County, Texas; (See 30, Blk. 56 - SW/4 - 4) 160 acres of land, more or less, being the Southwest Quarter (SW/4) of Section 30, Block 56, Public School Lands Survey, Abstract No. 2291, Reeves County, Texas. (See 30, Blk. 56 - NW/4 SE/4 - 3) 40 acres of land, more or less, being the Northwest Quarter of the Southeast Quarter (NW/4 SE/4) of Section 30, Block 56, Public School Lands Survey, Abstract No. 2291, Reeves County, Texas	Surface to 100' below the base of the Wolfcamp Formation
	Lewis Kesth Lynn	Petrohawk Properties, LP	8/12/2011	9/13/2011	859	64	6309	Texas	Reeves	8/12/2016	(See 25, Blk. 53 - NE4) 740.00 acres of land, more or less, being the Northeast Quarter (NE4), the Northeast Quarter of the Northwest Quarter (NE4), the Northeast Quarter (NE A), the Northeast Quarter (NE A) (NE	All Depths

True & Correct Copy of a document on file at Reeves County Texas, Dianne O. Florez, County Clerk Page of 32

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F	Lease Name	Lessee	Lense Date	Recordation Date	Volume	Page	Entry	State	County	Expiration Date	Legel Description	Depths
	. Mary Huebsch	Petrohawk Properties, LP	8/12/2011	9/13/2011	899	76	6313	Техая	Recves	8/12/2016	(See 25, Blk. 53 - NE4) 240.00 scres of land, more or less, being the Northeast Quarter (NE/4), the Northeast Quarter of the Northwest Quarter (NE/4 NW/4). South Half of the Southwest Quarter (S/2 SW/4), and the South Half of the South Half of the Southwest Quarter (S/2 SW/4), and the South Half of the South Half of the Southwest Quarter (S/2 S/2 N/2 SW/4) of Section 25, Block 53, Abstract 2293, Public Land Survey, located in Reeves County, Texas (See 25, Blk. 53 - NW4) 240.00 acres of land, more or less, being the Northwest Quarter (S/2 NW/4), North Half of the Northwest Quarter (NW4 NW/4), South Half of the Northwest Quarter (S/2 SW/4), North Half of the Northwest Quarter (NZ NZ SW/4), and the North Half of the SouthHalf Quarter (NZ SN/2 SW/4) of Section 25, Block 53, Abstract 2293, Public Land Survey, located in Reeves County, Texas (See 24, Blk. 53) 640.00 acres of land, more or less, being all of Section 24, Block 53, Abstract 2294, Public School Land Survey, located in Reeves County, Texas (See 29, Blk. 56 - SW/4) 640.00 acres, more or less, being the Southwest all of Section 29, Block 56, School File No. 94400, Abstract 22992, Public School Lands Survey, Reeves County, Texas	All Depths
	State of Texas Agent Weetona Stanley	Petrohawk Properties, LP	29/2011	5/27/2011	880	586	3235	Texas	Reeves	2/8/2016	(Sec 30, Blk. 56 - NW/4 & E/2 SE/4 & SW/4 SE/4 - 1) 280 acres of land, more or less, being the Northwest Quarter (NW/4), the East Half of the Southeast Quarter (E/2 SE/4) and the Southwest Quarter of the Southeast parter (SW/4 SE/4) of Section 30, Block 56, Public School Lands Survey, Abstract No. 2291, Reeves County, Texas, (Sec 30, Blk. 56 - NE/4 - 2) 160 acres of land, more or less, being the Northeast Quarter (NE/4) of Section 30, Block 56, Public School Lands Survey, Abstract No. 2291, Reeves County, Texas, (Sec 30, Blk. 56 - SW/4 - 4) 160 acres of land, more or less, being the Southwest Quarter (SW/4) of Section 30, Block 56, Public School Lands Survey, Abstract No. 2291, Reeves County, Texas. (Sec 30, Blk. 56 - NW/4 SE/4 - 3) 40 acres of land, more or less, being the Northwest Quarter of the Southeast Quarter (NW/4 SE/4 - 3) 40 acres of land, more or less, being the Northwest Quarter of the Southeast Quarter (NW/4 SE/4) of Section 30, Block 56, Public School Lands Survey, Abstract No. 2291, Reeves County, Texas	Surface to 100' below the but the Wolfcamp Formation
	Michael Lynn Bourland	Petrohawk Properties, LP	8/12/2011	9/13/2011	899	67	6310	Texas	Reeves	8/12/2016	(See 25, Bik. 53 - NEA) 240.00 seres of land, more or less, being the Northeast Quarter (NE/4), the Northeast Quarter of the Northwest Quarter (NE/4 NW/4), South Half of the Southwest Quarter (S/2 SW/4), and the South Half of the Southwest Quarter (S/2 SW/4) of Section 25, Bicke 33, Abstract 2293, Public Land Survey, located in Reverse Country, Texas (See 25, Bik. 53 - NW4) 240.00 seres of land, more or less, being the Northwest Quarter of the Northwest Quarter of the Northwest Quarter of the Northwest Quarter (NW4 SW/4), South Half of the Northwest Quarter (S/2 NW/4), North Half of the North Half of the Northwest Quarter (N/2 NZ SW/4), and the North Half of the Southwest Quarter (N/2 NZ SW/4) of Section 25, Block 53, Abstract 2293, Public Land Survey, located in Reverse County, Texas (See 24, Bik. 53) 640.00 seres of land, more or less, being all of Section 24, Block 53, Abstract 2294, Public School Land Survey, located in Reverse County, Texas (See 29, Bik, 56 - SW/4) 640.00 seres, more or less, being the Southwest all of Section 29, Block 56, School File No. 94400, Abstract 22992, Public School Lands Survey, Reeves County, Texas	All Depths

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Exhibit A-1

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Lease Name	Lessee	Lease Date	Recordation Date .	Velume	Page	Entry	State	County	Expiration Date	Legal Description	Depths
Tim Wilson	Petrohawk Properties, LP	#/12/2011	9/13/2011	899	76	6311	Texas	Reeves	8/12/2016	(Sec 25, Blk. 53 - NE4) 240.00 scres of land, more or less, being the Northeast Quarter (NE/4), the Northeast Quarter (NE/4) with the Northeast Quarter (NE/4) New Assets (NE/4), and the South Half of the Southwest Quarter (S/2 SW/4), and the South Half of the South Half of the Southwest Quarter (S/2 SW/4) of Section 25, Block 53, Abstract 2293, Public Lend Survey, located in Reeves County, Texas (Sec 25, Blk. 53 - NW4) 240.00 acres of land, more or less, being the Northwest Quarter of the Northwest Quarter of Northwest Quarter of the Northwest Quarter of the Northwest Quarter (Northwest Quarter (Northwest Quarter Northwest Quarter of the Northwest Quarter of the Northwest Quarter (Northwest Quarter Oxida Northwest Quarter of Northwest	All Depths
Towana Spivey	Petrohawk Properties, LP	8/12/2011	9/11/2012	899	61	6308	Техня	Reeves	8/12/2016	(Sec 25, Blk. 53 - NE4) 240,00 scras of land, more or less, being the Northeast Quarter (NE/4), the Northeast Quarter of the Northwest Quarter (SE 58W/6), and the South Half of the Southwest Quarter (SE 58W/6), and the South Half of the South Half of the Southwest Quarter (SE 58W/6), and the South Half of the South Half of the Southwest Quarter (SE 58 W/6) of Section 25, Block 53, Abstract 229). Public Land Survey, located in Reeves County, Texas (Sec 25, Blk. 53 - NW4) 240,00 acres of land, more or less, being the Northwest Quarter of the Northwest Quarter of the Northwest Quarter of the Northwest Quarter (SV 27 NW4), South Half of the Northwest Quarter (SV 27 NW4), South Half of the Northwest Quarter (SV 28 NW4), and the North Half of the South Half of the North Half of the Southwest Quarter (N/2 N/2 SW/4), of Section 25, Block 53, Abstract 2293, Public Land Survey, located in Reeves County, Texas (Sec 24, Blk. 53) 640,00 scres of land, more or less, being all of Section 24, Block 53, Abstract 2294, Public School Land Survey, located in Reeves County, Texas (Sec 29, Blk. 56 - SW/4) 640,00 acres, more or less, being the Southwest all of Section 29, Block 56, School File No. 94400, Abstract 22992, Public School Lands Survey, Reeves County, Texas	Alf Depths
Weetons Stanley	Petrohawk Properties, LP	8/12/2011	9/13/2011	899	79	6314	Техоя	Reeves	8/12/2016	[Sec 25, Blk. 53 - NE4; 240.00 acres of land, more or less, being the Northeast Quarter (NE/A), the Northeast Quarter (of the Northwest Quarter (NE/A) (New York), and the South Half of the Southwest Quarter (S/2 SW/4), and the South Half of the South Half of the Southwest Quarter (S/2 SW/4) of Section 25, Block 53, Abstract 2293, Public Land Survey, located in Reeves County, Texas (Sec 25, Blk. 53 - NW4) 240.00 acres of land, more or less, being the Northwest Quarter of the Northwest Quarter (NW/A NW/4), South Half of the Northwest Quarter (S/2 NW/4), North Half of the North Half of the Southwest Quarter (NZ NZ SW/4), and the North Half of the Southwest Quarter (NZ NZ SW/4), and the North Half of the Southwest Quarter (NZ NZ SW/4), and the North Half of the South Half of the North Half of the Southwest Quarter (NZ NZ SW/4) of Section 25, Block 53, Abstract 2293, Public Land Survey, located in Reeves County, Texas (Sec 24, Blk. 53) 640.00 acres of land, more or less, being all of Section 24, Block 53, Abstract 2294, Public School Land Survey, located in Reeves County, Texas (Sec 29, Blk. 56 - SW/4) 640.00 acres, more or less, being the Southwest all of Section 29, Block 56, School File No. 94400, Abstract 22992, Public School Lands Survey, Reeves County, Texas	Ali Depths
State of Texas Agent Sandra Kornegay Metcalf, a Wa Heartuill Sandra Kornegay Metcalf	Petrohawk Properties, LP	8/26/2011	11/18/2011	907	203	7772	Техня	Reeves	8/26/2016	(Sec 23, Blk, 53 - NW/4) 160 25 acres of land, more or less, being the Northwest Quarter (NW/4) of Section 23, Block 53, Public School land Sorvey, Reeves County, Texas.	All Depths

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Atlantic Resources II Interests LLC Exhibit A-1

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	Lease Name	Lessee	Lense Date	Recordation Date	Volume	Page	Entry	State	County	Expiration Date	Legal Description	Depths
	Carter Jonothan Coleman	Petrohawk Properties, LP	8/30/2011	11/18/2011	907	211	7773	Texas	Reeves	8/30/2016	(Sec 28, Blk. 56 - W/2) 319 14 acres of land, more or less, being the West Half (W/2) of Section 28, Block 56, School File No. 151382, Abstract No. 5704, Public School Land Survey, Reeves County, Texas (Sec 28, Blk. 56 - N/2 of the NE/4 and SE/4 of the NE/4) 119.78 acres, more or less, bing the N/2 of the NE/4 and the SE/4 of the NE/4 of Section 28, Block 56, A-5967, PSL Survey, Reeves County, Texas	All Depths
	Frances A. Pollard represented by Kerry Kathieen Walker P.O.A.	Petrobawk Properties, LP	8/30/2011	11/18/2011	907	220	7776	Texas	Reeves	8/30/2016	(Sec 28, Blk. 56 - W/2) 319 14 scres of land, more or less, being the West Half (W/2) of Section 28, Block 56, School File No. 151382, Abstract No. 5704, Public School Land Survey, Reeves County, Texas (Sec 28, Blk. 56 - N/2 of the NE/4 and SE/4 of the NE/4) 119.78 screa, more or less, bing the N/2 of the NE/4 and the SE/4 of the NE/4 and the SE/4 of the NE/4 and the SE/4 of the NE/4 of Section 28, Block 56, A-5967, PSL Survey, Reeves County, Texas.	All Depths
	Jill Holt Bell, a.k.a. Jill Perry Holt	Petrohawk Properties, LP	8/39/2011	11/18/2011	907	217	7775	Texas	Reeves	8/30/2016	(Sec 28, Blk. 56 - W.2) 319.14 scres of land, more or less, being the West Half (W.2) of Section 28, Block 56, School File No. 151382, Abstract No. 5704, Public School Land Survey, Reeves County, Texas (Sec 28, Blk. 56 - N/2 of the NE/4 and SE/4 of the NE/4) 1 19.78 scres, more or less, bing the N/2 of the NE/4 and the SE/4 of the NE/4 of Section 28, Block 56, A-5967, PSL Survey, Reeves County, Texas.	All Depths
117878	State of Texas	Endurance Resources Holdings II, LLC	1/5/2016	4/14/2016	1260	195	16-04511	Texas	Reeves	1/5/2019	(Sec 33, Blk. 53) 641 seres, more or less, being all Section 33, Block 53, A-2652, of the PSL Survey located in Culberson and Reeves County, Texas.	All Depths
	William Perry Coleman	Petrohawk Properties, LP	8/30/2011	11/18/2011	907	214	7774	Texas	Reeves	8/30/2016	(Sec 28, Bik. 56 - W/2) 319.14 seres of find, more or less, being the West Half (W/2) of Section 28, Block 56, School File No. 151382, Abstract No. 5704, Public School Land Survey, Reeves County, Texas (Sec 28, Bik. 56 - N/2 of the NE/4 and SE/4 of the NE/4) 119.78 scres, more or less, bing the N/2 of the NE/4 and the SE/4 of the NE/4 of Section 28, Block 56, A-5967, PSL Survey, Reeves County, Texas	All Depths
	Charles Lawhon, Tracey Scheidler, Janet Lawhon, and John Lawhon	Endurance Resources Holdings II, LLC	9/30/2016	10/25/2016	1330	61	14085	Texas	Reeves	9/30/2017	(Sec 25, Bik, 53 - SE/4) 155.032 scres, more or less, the (SE/4) of Section 25, Block 53, Public School Land, Reeves County, Texas LESS AND EXCEPT 4 acres in the extreme (NW) corner of this tract AND save and except Lots 37, 38, 39, 43, 44, 87, 88, 99, 106, 148, 150, 151, 155, 167, 168, 169, 170, 171 All located in block 1 of the Southwestern Development Company of Towah, Texas Subdivision in the SE/4 of Section 25, Block 53, Public Land Survey, located in Reeves County, Texas	All Depths
118107	State of Texas	Endurance Resources Holdings II. LLC	7/19/2016	9/6/2016	1310	0601	16-11247	Texas	Reeves	7/19/2019	(See 40, Blk 53) 641 seres, more or less, being all of Section 40, Block 53, A-2652, of the PSL Survey located in Culberson and Reeves County, Texas.	All Depths
	Ronald I. Wilson and Marjorie A. Wilson	Petrohawk Properties, LP	2/9/2011	5/19/2011	878	805	2945	Texas	Reeves	2/9/2016	(Sec 28, Blk. 56 - E/2 of SE/4 & SW/4 of SE/4) 120 00 acres of land, more or less, being the East Half of the Southeast Quarter (E/2 SE/4) and the Southwest Quarter of the Southeast Quarter (SW/4 SE/4) of Section 28, Bleck 56, School File No. 144702, Abstract No. 5016, Public School Land Survey, Reeves County, Texas	All Depths
117884	State of Texas	Endurance Resources Holdings II, LLC	1/5/2016	4/14/2016	1260	184	16-04510	Техан	Reeves	1/5/2019	(Sec 39, BIK, 53) 641 scree, more or less, being all of Section 39, Block 53, of the PSL Survey located in Reeves County, Texas	All Depths

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Exhibit A-1

							Learer				
Lease Name	Lessee	Lense Date	Recordation Date	Volume	Page	Entry	State	County	Expiration Date	Legal Description	Depths
Robert J. Hook and Kathleen Hook	Petrohawk Properties, LP	2/9/2011	5/19/2011	578	806	2946	Texas	Recves	2/9/2016	(Sec 28, Blk. 56 - E/2 of SE/4 & SW/4 of SE/4) 120.00 acres of land, more or less, being the East Half of the Southeast Quarter (E/2 SE/4) and the Southwest Quarter of the Southeast Quarter (SW/4 SE/4) of Section 28, Block 56, School File No. 144702, Abstract No. 5016, Public School Land Survey, Reeves County, Texas.	All Depths
Joyce Thomas, Individually and as Successor Truslee of the E.L. Garrison Trust	Petrohawk Properties, LP	2/8/2011	5/19/2011	878	804	2944	Texas	Recves	2/8/2016	(Sec 28, Bik. 56 - S/2 of NW/4 of SE/4) 20.00 scres of land, more or lexs, being the South Half of the Northwest Quarter of the Southeast Quarter (S/2 NW/4 SE/4) of Section 28, Block 56, School File No. 152473, Abstract No. 5875, Public School Land Survey, Reeves County, Texas	All Depths
Neal Lee Bingham	Petrohawk Properties, LP	2/9/2011	5/19/2011	878	803	2943	Техяя	Reeves	2/9/2014	(Sec 28, Blk. 56 - SW/4 of NE/4) 40.00 acres of land, more or less, being the Southwest Quarter of the Northeast Quarter (SW/4 NE/4) of Section 28, Block 56, School File No. 152162, Abstract No. 3858, Public School Land Survey, Reeves County, Texas.	All Depths
State of Texas Agent Lowe Royalty Partners, L.P.	Endurance Resources Holdings II.	7/15/2015	10/6/2015	1202	403	15-09263	Texas	Reeves	7/15/2018	(Sec 35, Blk. \$3 - \$7.2 \times NE/4) 480 scres of land, more or less, being the South half (\$72) and North East Quarter of Section 35, Block 53, Public School Lands Survey, Abstract No. 3467, Reeves County, Texas. (Sec 28, Blk. \$3 - E/2) 320 scres of land, more or less, being the East half (E/2) of Section 28, Block 53, Public School Lands Survey, Abstract No. 2652, Reeves County, Texas. (Sec 37, Blk. \$3 - W/2) 320 scres of land, more or less, being the West half (W/2) of Section 37, Block 53, Public School Lands Survey, Abstract No. 5968, Reeves County, Texas.	All Depths
Windi Grimes, Sole Trustee of the AWP 1983 Trust	Petrohawk Properties, LP	2/9/2011	6/29/2011	886	506	4196	Texas	Reeves	2/9/2016	(Sec 28, Blk 56 - N/2 of the NE/4 and SE/4 of the NE/4) 119 78 acres, more or less, bing the N/2 of the NE/4 and the SE/4 of the NE/4 of Section 28, Block 56, A-5967, PSL Survey, Reeves County, Texas.	Surface to 100' below the stratigraphic equivalent of the base of the Wolfcamp Formation
Lowe Royalty Partners, L.P.	Endorance Resources Holdings II, LLC	7/15/2015	9/22/2015	1197	427	15-08580	Texas	Reeves	7/15/2018	(Sec 36, Blk. 53 - N/2) 320 seres, more or less, being the North half (N/2) of Section 36, Block 53, A-2610, of the PSL Survey located in Reeves County, Texas.	All Depths
Meeker Investments, Inc.	Petrohawk Properties, LP	2/9/2011	6/29/2011	886	508	4197	Texas	Reeves	2/9/2016	(Sec 28, Blk. 56 - N/2 of the NE/4 and SE/4 of the NE/4) 119.78 acres, more or less, bing the N/2 of the NE/4 and the SE/4 of the NE/4 of Section 28, Block 56, A-5967, PSL Survey, Reeves County, Texas.	Surface to the stratigraphic equivalent of the base of the Wolfcamp Formation
Harrison Trust, Roddy Herrison, Trustee	Endurance Resources Holdings II, LLC	8/31/2015	9/21/2015	1197	156	15-08528	Texas	Reeves	8/31/2016	(Sec 28, Blk. 56 - N/2 of NW/4 of SE/4) 20 seres, more or less, located in the (N/2 of the NW/4 of the SE/4) of Section 28, Block 56, PSL Survey, Reeves County, Texas	Surface to 100' below the stratigraphic equivalent of the base of the Wolfcamp Formation
Lasetime Benesit of L. H. Meeker	Petrohawk Properties, LP	2/9/2011	5/19/2011	878	807	2947	Texas	Reeves	2/9/2016	(Sec 28, Bik. 56 - N/2 of the NE/4 and SE/4 of the NE/4) 119.78 acres, more or less, bing the N/2 of the NE/4 and the SE/4 of the NE/4 of Section 28, Block 36, A-5967, PSL Survey, Reeves County, Texas.	Surface to 100' below the stratigraphic equivalent of the base of the Wolfcamp Formation
State of Texas Agent Dela Minerals, Inc.	Petrohawk Properties, LP	1/21/2011	\$/19/2011	878	760	2935	Техан	Reeves	1/21/2016	(Sec 32, Blk. 56; 640 acres, more or less, All of Section 30, Block 56, Public School Land Survey, A- 2291, Reeves County, Texas	All Depths
H L Hawkins Jr., Inc	Petrohawk Properties, LP	3/3/2011	5/27/2011	880	621	3240	Texas	Reeves	3/2/2016	(Sec 28, Bik. 56 - W/2) 319 14 scres of land, more or less, being the West Half (W/2) of Section 28, Block 56, School File No. 151382, Abstract No. 5704, Public School Land Survey, Reeves County, Texas	Surface to 100 below the base of the Wolfcamp Formation
Virginia R. Huston	Petrohawk Properties, LP	4/11/2011	11/14/2011	886	\$04	4195	Texas	Reeves	4/10/2016	(Sec 28, Bik. 56 - E/2 of SE/4 & SW/4 of SE/4) 120.00 acres of land, more or less, being the East Half of the Southeast Quarter (E/2 SE/4) and the Southwest Quarter of the Southeast Quarter (SW/4 SE/4) of Section 28, Block 56, Sehool File No. 144702, Abstract No. 5016, Public School Land Survey, Resevest County, Tessa	All Depths
	Robert J. Hook and Kathleen Hook Joyce Thomas, Individually and as Successor Trustee of the E.L. Garrison Trust Neal Lee Bingham State of Texas Agent Lowe Royalty Partners, L.P. Windi Grimes, Sole Trustee of the AWP 1983 Trust Lowe Royalty Partners, L.P. Mecker Investments, Inc. Harrison Trust, Roddy Harrison, Trustee Lafetime Benefit of L. H. Meeker State of Texas Agent Dela Minerals, Inc. H. L. Hawkins Jr., Inc.	Robert J. Hook and Kathleen Hook Petrohawk Properties, LP Joyce Thomas, Individually and as Successor Trustee of the E.L. Garrison Trust Neal Lee Bingham Petrohawk Properties, LP State of Texas Agent Lowe Royalty Partners, L.P. Endurance Resources Holdings II. LLC Windi Grimes, Sole Trustee of the AWP 1983 Trust Petrohawk Properties, LP Lowe Royalty Partners, L.P. Endurance Resources Holdings II. LLC Mecker Investments. Inc. Petrohawk Properties, LP Harrison Trust, Roddy Harrison, Trustee Lifetime Benefit of L. H. Meeker Petrohawk Properties, LP State of Texas Agent Dela Minerals, Inc. Petrohawk Properties, LP Nate of Texas Agent Dela Minerals, Inc. Petrohawk Properties, LP	Robert J. Hook and Kathleen Hook Petrohawk Properties, LP 2/9/2011 Joyce Thomas, Individually and as Successor Trustee of the E.L. Garrison Trust Neal Lee Bingham Petrohawk Properties, LP 2/9/2011 State of Texas Agent Lowe Royalty Partners, L.P. Endurance Resources Holdings II. LLC Windi Grimes, Sole Trustee of the AWP 1983 Trust Petrohawk Properties, LP Z/9/2011 Lowe Royalty Partners, L.P. Endurance Resources Holdings II. LLC Meeker Investments, Inc Petrohawk Properties, LP 2/9/2011 Harrison Trust, Roddy Harrison, Trustee Endurance Resources Holdings II. LLC Lifetime Benefit of L. H. Meeker Petrohawk Properties, LP 2/9/2011 State of Texas Agent Dela Minerals, Inc Petrohawk Properties, LP 3/3/2011	Robert J. Hook and Kathleen Hook Petrohawk Properties, LP 2/9/2011 Joyce Thomas, Individually and as Successor Trustee of the E.L. Oarnion Trust Neal Lee Bingham Petrohawk Properties, LP 2/9/2011 S19/2011 S19/2011 S19/2011 S19/2011 Suste of Texas Agent Lowe Royalty Partners, L.P. Endurance Resources Holdings II. LLC Winds Grimes, Sole Trustee of the AWP 1983 Trust Petrohawk Properties, LP 2/9/2011 Lowe Royalty Partners, L.P. Endurance Resources Holdings II. LLC Mecker Investments, Inc. Petrohawk Properties, LP 2/9/2011 Harmson Trust, Roddy Harmson, Trustee Endurance Resources Holdings II. LLC Lice Lice Lice Lice Lice Lice S1/9/2011 S1/9/2011 S1/9/2011 S1/9/2011 Lice Petrohawk Properties, LP 2/9/2011 S1/9/2011 S1/9/2011 S1/9/2011 S1/9/2011 H L Hawkins Je, Inc Petrohawk Properties, LP 3/9/2011 S2/7/2011	Robert J. Hook and Kathleen Hook Petrohawk Properties, LP 2/9/2011 5/19/2011 878	Robert J. Hook and Kathleen Hook Petrohawk Properties, LP 2/9/2011 5/19/2011 878 806	Robert J. Hook and Kathleen Hook Petrohawk Properties, LP 29/2011 5/19/2011 178 806 2046	Robert J. Hook and Kathleen Hook Petrohawk Properties, LP 2/9/2011 5/19/2011 878 806 2946 Texas	Robert J. Hook and Kathken Hook Putrohawk Properties, LP 29/2011 5/19/2011 878 806 2946 Texas Resves	Robert J. Hook and Kathleen Hook Petrohouk Properties, LP 2-0-2011 5-19-2011 178 806 2946 Texas Review 2-0-2016	Robert J. Hook and Kachbern Slook Promition A. Promition A. Promotion A. Propertion, L.P. 20/2011 279 20/2011 27

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Atlantic Resources II Interests LLC Exhibit A-1

Exhibit A-1

		1							23325				
		Lease Name	Lessee	Lease Date	Recordation Date	Volume	Page	Entry	State	County	Expiration Date	Legal Description	Depths
••••		Charles R. Meeker Trust	Petrohawk Properties, LP	4/28/2011	5/27/2011	882	197	3484	Texas	Recves	4/28/2016	(Sec 28, Blk. 56 - N/2 of the NE/4 and SE/4 of the NE/4) 119.78 scres, more or less, bing the N/2 of the NE/4 and the SE/4 of the NE/4 of Section 28, Block 56, A-5967, PSL Survey, Reeves County, Texas.	Surface to the stratigraphic equivalent of the base of the Wolfcamp Formation
••••••	112451	State of Texas	Angelle & Donohue Oil & Gas Properties, Inc.	4/5/2011	5/27/2011	879	458	3042	Texas	Recves	4/5/2016	(Sec 23, Blk. 53 - S/2 and NE/4) 480.7 acres, more or less, being the S/2 and NE/4 of Setion 23, Block 53, Public School Land Survey, Reeves County, Texas, as shown on the official map of Reeves County, Texas currently on file in the Texas General Land Office, Austin, Texas.	All Depths
~	112452	State of Texas	Angelle & Donohue Oil & Gas Properties, Inc.	4/5/2011	5/27/2011	879	452	3041	Texas	Reeves	4/5/2016	(See 26, Blk. 53) 641.00 acres of land, more or less, being all of Section 26, Block 53, Public School Land Survey, Reeves County, Texas.	All Depths
:	114473 D	State of Texas Agent Alan R. Zeman	Petrohawk Properties, LP	5/24/2012	7/24/2012	951	763	12-05360	Texas	Reeves	5/24/2017	(Sec 48, Blk 53 - W/2 of the SW/4) 80 acres, more or less, being the W/2 of the SW/4 of Section 48, Block 53, A-3628, PSL Survey, Reeves County, Texas.	All Depths
	, · · · · · · · · · · · · · · · · · · ·	State of Texas Agent Ross A. Gilson Et Al	Petrohawk Properties, LP	5/24/2012	8/3/2012	955	190	12-05678	Texas	Reeves	5/23/2017	(Sec 48, Blk 53 - W/2 of the SW/4) 80 acres, more or less, being the W/2 of the SW/4 of Section 48, Block 53, A-3628, PSL Survey, Reeves County, Texas.	All Depths
	114473 D	State of Texas - Alan R. Zeman, et al - Sec 48, Blk 53 - W/2 of the SW/4 30 Blk 56	Petrohawk Properties, LP	5/24/2012	7/24/2012	951	763	12-05360	Texas	Reeves	5/24/2017	(Sec 48, Blk 53 - W/2 of the SW/4) 80 acres, more or less, being the W/2 of the SW/4 of Section 48, Block 53, A-3628, PSL Survey, Reeves County, Texas.	All Depths
(#2)	114473 K	State of Texas Agent Barbara Elizabeth Johnson Dodson	Petrohawk Properties, LP	5/24/2012	8/10/2012	956	404	12-05878	Texas	Reeves	5/24/2017	(Sec 48, Blk 53 - W/2 of the SW/4) 80 acres, more or less, being the W/2 of the SW/4 of Section 48, Block 53, A-3628, PSL Survey, Reeves County, Texas.	All Depths
	· · ·· E	State of Texas Agent Billie Nell Eastland	Petrohawk Properties, LP	5/24/2012	7/24/2012	951	755	12-05359	Texas	Reeves	5/24/2017	(Sec 48, Blk 53 - W/2 of the SW/4) 80 acres, more or less, being the W/2 of the SW/4 of Section 48, Block 53, A-3628, PSL Survey, Reeves County, Texas.	All Depths
077802	·- " L	State of Texas Agent George M. Cross	Petrohawk Properties, LP	5/24/2012	8/10/2012	956	396	12-05877	Texas	Reeves	5/24/2017	(Sec 48, Blk 53 - W/2 of the SW/4) 80 acres, more or less, being the W/2 of the SW/4 of Section 48, Block 53, A-3628, PSL Survey, Reeves County, Texas.	All Depths
off	M	State of Texas Agent James G Crawford	Petrohawk Properties, LP	-5/24/2012	8/10/2012	956	388	12-05876	Texas	Reeves	5/23/2017	(Sec 48, Blk 53 - W/2 of the SW/4) 80 acres, more or less, being the W/2 of the SW/4 of Section 48, Block 53, A-3628, PSL Survey, Reeves County, Texas.	All Depths
	В	State of Texas Agent Kara L. Keyzer Et Al	Petrohawk Properties, LP	5/24/2012	7/24/2012	951	736	12-05356	Texas	Reeves	5/24/2017	(Sec 48, Blk 53 - W/2 of the SW/4) 80 scres, more or less, being the W/2 of the SW/4 of Section 48, Block 53, A-3628, PSL Survey, Reeves County, Texas.	All Depths
	A	State of Texas Agent Lynn S. Swigart	Petrohawk Properties, LP	5/24/2012	7/24/2012	951	729	12-05355	Texas	Reeves	5/24/2017	(Sec 48, Blk 53 - W/2 of the SW/4) 80 acres, more or less, being the W/2 of the SW/4 of Section 48, Block 53, A-3628, PSL Survey, Reeves County, Texas.	All Depths
	C	State of Texas Agent Max Stapleton, Agent and AIR for Christina C. Stapleton	Petrohawk Properties, LP	5/24/2012	7/24/2012	951	746	12-05358	Texas	Reeves	5/24/2017	(Sec 48, Blk 53 - W/2 of the SW/4) 80 acres, more or less, being the W/2 of the SW/4 of Section 48, Block 53, A-3628, PSL Survey, Reeves County, Texas.	All Depths
	J.	State of Texas Agent Rachel Morton Nixon Et Al	Petrohawk Properties, LP	5/24/2012	8/3/2012	955	216	12-05681	Texas	Reeves	5/24/2017	(Sec 48, Blk 53 - W/2 of the SW/4) 80 acres, more or less, being the W/2 of the SW/4 of Section 48, Block 53, A-3628, PSL Survey, Reeves County, Texas.	All Depths
	I	Stale of Texas Agent Ronald David Coody Et Al	Petrohawk Properties, LP	5/24/2012	5/24/2012	955	207	12-05680	Texas	Reeves	5/24/2017	(Sec 48, Blk 53 - W/2 of the SW/4) 80 acres, more or less, being the W/2 of the SW/4 of Section 48, Block 53, A-3628, PSL Survey, Reeves County, Texas.	All Depths
	NA	Kimberly Kay Sloan	O'Brien Oil & Gas, Inc.	10/3/2014	10/24/2014	1116	177	14-09988	Texas	Reeves	10/3/2017	(Sec 25, Bik. 53 - SE/4) 155.032 acres, more or less, the (SE/4) of Section 25, Block 53, Public School Land, Reeves County, Texas LESS AND EXCEPT 4 acres in the extreme (NW) corner of this tract AND save and except Lots 37, 38, 39, 43, 44, 87, 88, 99, 106, 148, 150, 151, 155, 167, 168, 169, 170, 171 All located in block 1 of the Southwestern Development Company of Toyah, Texas Subdivision in the SE/4 of Section 25, Block 53, Public Land Survey, located in Reeves County, Texas.	All Depths
	~ N	State of Texas Agent William Kinard Crouch	Petrohawk Properties, LP	5/24/2012	8/3/2012	955	199	12-05679	Texas	Reeves	5/24/2017	(Sec 48, Blk 53 - W/2 of the SW/4) 80 acres, more or less, being the W/2 of the SW/4 of Section 48, Block 53, A-3628, PSL Survey, Reeves County, Texas.	All Depths
· · · · · · · · · · · · · · · ·	- F	State of Texas Agent Whitney Ross Bevill	Petrohawk Properties, LP	5/24/2012	8/3/2012	955	225	12-05682	Texas	Reeves	5/24/2017	(Sec 48, Blk 53 - W/2 of the SW/4) 80 acres, more or less, being the W/2 of the SW/4 of Section 48, Block 53, A-3628, PSL Survey, Reeves County, Texas.	All Depths
True document Dian Page	-G	State of Texas Agent Worth W. Ross Et Al	Petrohawk Properties, LP	5/24/2012	8/3/2012	955	181	12-05677	Texas	Reeves	5/24/2017	(Sec 48, Blk 53 - W/2 of the SW/4) 80 acres, more or less, being the W/2 of the SW/4 of Section 48, Block 53, A-3628, PSL Survey, Reeves County, Texas.	All Depths
ne es	NA	Blake Oil & Gas Corporation	Petrohawk Properties, LP	10/5/2011	11/14/2011	910	163	8136	Texas	Reeves	10/5/2016	(Sec 28, Bik 56 - E/2 of SE/4 & SW/4 of SE/4) 120 00 scres of land, more or less, being the East Half of the Southeast Quarter (E/2 SE/4) and the Southwest Quarter of the Southeast Quarter (SW/4 SE/4) of Section 28, Block 56, School File No 144702, Abstract No 5016, Public School Land Survey. Reeves County, Texas	Surface to 100' below the deepest producing interval
Correct ent on fill County O. Flore	NA	David R Seyoc	Petrohawk Properties, LP	11/1/2011	12/7/2011	913	371	11-08763	Texas	Reeves	11/1/2016	(Sec 28, Bik 56 - E/2 of SE/4 & SW/4 of SE/4) 120.00 acres of land, more or less, being the East Half of the Southeast Quarter (EV SE/4) and the Southwest Quarter of the Southeast Quarter (SW/4 SE/4) of Section 28, Block 56, School File No. 144702, Abstract No. 5016, Public School Land Survey, Reeves County, Texas	All Depths

Exhibit A-1

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	Lease Name	Lessee	Lease Date	Recordation Date	Volume	Page	Entry	State State	County	Expiration Date	Legal Description	Depths
	Brenda Taylor	O'Brien Oil & Gas, Inc.	11/12/2014	12/11/2014	1129	0719	14-11602	Texas	Reeves	11/12/2017	(See 25, Blk. 53 - SE/4) 155.032 seres, more or less, the (SE/4) of Section 25, Block 53, Public School Land, Reeves County, Texas, LESS AND EXCEPT 4 seres in the extreme (NW) corner of this tract AND save and except Lots 37, 38, 39, 43, 44, 87, 88, 99, 106, 148, 150, 151, 155, 167, 168, 169, 170, 171 All Josetté in block 1 of the Southwestern Development Company of Troyla, Texas Subdivision in the SE/4 of Section 25, Block 53, Public Land Survey, Jocated in Reeves County, Texas.	All Depths
111869-E	State of Texas Agent Allison Rence Parker	Legend Natural Gas IV, LP	9/1/2010	6/2/2011	882	615	3553	Теказ	Reeves	9/1/2/015	(See 22, Bik. 53) 640.00 seres of land, more or less, being all of Section 22, Block 53, Public School Lands Survey, Abstract No. 3570, Reeves County, Texas (See 27, Bik. 53 - N/2 & SW/4) 480.00 seres of land, more or less, being the North Half (N/2) and Southwest Quarter (SW/4) of Section 27, Block 53, Public School Lands Survey, Abstract No. 3568, Reeves County, Texas (Sec 38, Bik. 53) 641.00 seres of land, more or less, being all of Section 38, Block 53, Public School Lands Survey, Abstract No. 2581, Reeves County, Texas. (Sec 47, Bik. 53 - E/2 of SE/4) 80.00 acres of land, more or less, being the East Half of the Southeast Quarter (EZ SE/4) of Section 47, Block 53, Public School Lands Survey, Abstract No. 3569, Reeves County, Texas. (Sec 47, Bik. 53 - N/2 and SW/4 and W/2 of ES/4) 551.00 acces of land, more or less, being the North Half (N/2), the Southwest Quarter (EX SW/4), and the West Half of the Southeast Quarter (W/2 SE/4) of Section 47, Block 53, Public School Lands Survey, Abstract No. 3569, Reeves County, Texas. (Sec 48, Bik. 33) 660.00 acres, more or less, being all of Section 48, Block 53, Public School Lands, Reeves County, Texas.	All Depths
) 112682 · E	State of Texas - Tim Wilson, et al - Sec. 30 Blk. 56	Petrohawk Properties, LP	29/2011	5/27/2011	880	572	3233	Техая	Reeves	29/2016	(Sec 30, Blk. 56 - NW/4 & E/2 SE/4 & SW/4 SE/4 - 1) 280 acres of land, more or less, being the Northwest Quarter (NW/4), the East Half of the Southeast Quarter (E/2 SE/4) and the Southwest Quarter of the Southeast Quarter (SW/4 SE/4) of Section 30, Block 36, Public School Landa Survey, Abstract No. 2991, Reeves County, Texas; (Sec 30, Blk. 56 - NE/4 - 2) 160 acres of land, more or less, being the Northwest Quarter (NE/4) of Section 30, Block 56, Public School Landa Survey, Abstract No. 2291, Reeves County, Texas; (Sec 30, Blk. 56 - SW/4 - 4) 160 acres of land, more or less, being the Southwest Quarter (SW/4) of Section 30, Block 56, Public School Landa Survey, Abstract No. 2291, Reeves County, Texas; (Sec 30, Blk. 56 - SW/4 - 4) 160 acres of land, more or less, being the Northwest Quarter (SW/4) of Section 30, Block 56, Public School Landa Survey, Abstract No. 2291, Reeves County, Texas	Surface to 100' below the base of the Welfcamp Fermation

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Dianne O. Florez, County Clerk
Page 30 of 32

Atlantic Resources II Interests LLC Exhibit A-1

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	Lease Name	Lessee	Lense Date	Recordation Date	Volume	Page	Entry	State	County	Expiration Date	Legal Description	Depths
11268Z·H	State of Texas Agent Donna Spivey, widow of Dustin Spivey	Petrohawk Properties, LP	29/2011	527/2011	880	593	3236	Техня	Reeves	29/2016	(Sec 30, Blk 56 - NW/4 & E/Z SE/4 & SW/4 SE/4 - 1) 280 azrea of land, more or less, being the Northwest Quarter (NW/4), the Eart Half of the Southeast Quarter (E/Z SE/4) and the Southwest Quarter of the Southeast Quarter (SW/4 SE/4) of Section 30, Block 56, Public School Lands Survey, Abstract No. 2291, Reeves County, Texas; (Sec 30, Blk 56 - NE/4 - 2) 160 acres of land, more or less, being the Northeast Quarter (NE/4) of Section 30, Block 56, Public School Lands Survey, Abstract No. 2291, Reeves County, Texas. (Sec 30, Blk 56 - SW/4 - 4) 160 acres of land, more or less, being the Southwest Quarter (SW/4) of Section 30, Block 56, Public School Lands Survey, Abstract No. 2291, Reeves County, Texas. (Sec 30, Blk 56 - NW/4 SE/4 - 3) 40 acres of land, more or less, being the Northwest Quarter of the Southeast Quarter (NW/4 SE/4) of Section 30, Block 56, Public School Lands Survey, Abstract No. 2291, Reeves County, Texas	Surface to 160 below the base of the Wolfcamp Formation
111869-B	State of Texas Agent J. Loyd Parker, III	Legend Natural Gaz IV, LP	9/1/2010	62/2011	882	605	3552	Техая	Reeves	9/1/2015	(See 22, Bik. 53) 640,00 acres of land, more or less, being all of Section 22. Block 53, Public School Lands Survey, Abstract No. 3570, Reeves County, Texas (See 27, Bik. 53 - N/2 ac SW/s) 480,00 acres of land, more or less, being the North Half (N/2) and Southwest Quaster (SW/s) of Section 27. Block 53, Public School Lands Survey, Abstract No. 3568, Reeves County, Texas (See 38, Bik. 33) 64100 acres of land, more or less, being all of Section 38, Block 53, Public School Lands Survey, Abstract No. 2569, Reeves County, Texas. (See 47, Bik. 53 - E/2 of SE/s/8) 000 acres of land, more or less, being the East Half of the Southeast Quarter (EZ E/SL/4) of Section 47, Block 53, Public School Lands Survey, Abstract No. 3569, Reeves County, Texas. (See 47, Bik. 53 - N/2 and SW/s and W/2 of SE/s/) 561 00 acres of land, more or less, being the North Half (N/2), the Southwest Quarter (SW/s), and the Weal Half of the Southeast Quarter (W/s SE/s/) of Section 47, Block 53, Public School Lands Survey, Abstract No. 3569, Reeves County, Texas. (See 34, Bik. 33) 64000 acres, more or less, being all of Section 48, Block 53, Public School Lands, Reeves County, Texas. (See 48, Bik. 33) 64000 acres, more or less, being all of Section 48, Block 53, Public School Lands, Reeves County, Texas.	All Depths
112682-A	State of Texas Agent Janis Dee Bourland Helmey	Petrohawk Properties, LP	29/2011	5/27/2011	880	579	3234	Техкя	Reeves	2/9/2016	(Sec 30, Bilk 56 - NW/4 & E/2 SE/4 & SW/4 SE/4 - 1) 280 acres of land, more or less, being the Northwest Quarter (NW/4), the East Half of the Southeast Quarter (EZ SE/4) and the Southwest Quarter of the Southeast Quarter (SW/4 SE/4) of Section 30, Block 36, Public School Lands Survey, Abstract No 2991, Reversa Compt., Texas. (Sec 30, Bilk 56 - NE/4 - 2) 160 acres of land, more or less, being the Northeast Quarter (NE/4) of Section 30, Bilock 56, Public School Lands Survey, Abstract No. 2291, Reversa County, Texas. (Sec 30, Bilk 56 - SW/4 - 4) 160 acres of land, more or less, being the Southwest Quarter (SW/4) of Section 30, Block 56, Public School Lands Survey, Abstract No. 2291, Reversa County, Texas. (Sec 30, Bilk 56 - NW/4 SE/4 - 3) 40 acres of land, more or less, being the Northwest Quarter of the Southwest Quarter (NW/4 SE/4) of Section 30, Block 56, Public School Lands Survey, Abstract No. 2291, Reversa County, Texas	Surface to 100' below the base of the Wolfcamp Formation

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Atlantic Resources II Interests LLC Exhibit A-1

Exhibit A-1

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	Lease Name	Lessee	Lease Date	Recordation Date	Volume	Page	Entry	State	County	Expiration Date	Legal Description	Depths
11268 Z·D	State of Texas Agent Jeffery Allan Wilson	Petrohawk Properties, LP	29/2011	5/27/2011	\$80	607	3238	Texas	Reeves	29/2016	(Sec 30, Blk. 56 - NW/4 & E/2 SE/4 & SW/4 SE/4 - 1) 280 acres of land, more or less, being the Northwest Quarter (NW/4), the East Half of the Southeast Quarter (E/2 SE/4) and the Southwest Quarter of the Southeast Quarter (SW/4 SE/4) of Section 30, Black 56, Public School Lands Survey, Abstract No. 2291, Reverse County, Texas. (Sec 30, Blk. 56 - NE/4 - 2) 160 acres of land, more or less, being the Northwast Quarter (NE/4) of Section 30, Block 56, Public School Lands Survey, Abstract No. 2291, Reverse County, Texas. (Sec 30, Blk. 56 - SW/4 - 4) 160 acres of land, more or less, being the Southwest Quarter (SW/4) of Section 30, Block 56, Public School Lands Survey, Abstract No. 2291, Reverse County, Texas. (Sec 30, Blk. 56 - NW/4 SE/4 - 3) 40 acres of land, more or less, being the Northwest Quarter of the Southwest Quarter (WW/4 SE/4) of Section 30, Block 56, Public School Lands Survey, Abstract No. 2291, Reverse County, Texas	Surface to 100' below the bure of the Wolfcamp Formation
112 682·C	State of Texas Agent Lewis Kieth Lynn	Petrohawk Properties, LP	2/9/2011	5/27/2011	880	558	3231	Техан	Reeves	29/2016	(Sec 30, Bik. 56 - NW/4 & E/2 NE/4 & NW/4 NE/4 - 1) 280 acres of land, more or less, being the Northwest Quarter (NW/4), the Eart Half of the Southeast Quarter (E/2 NE/4) and the Southwest Quarter of the Southeast Quarter (SW/4 NE/4) of Section 30, Block 56, Public School Lands Survey, Abstract No. 2291, Reveves County, Texas, (Sec 30, Bik. 56 - NE/4 - 2) 160 acres of land, more or less, being the Northeast Quarter (NE/4) of Section 30, Block 56, Public School Lands Survey, Abstract No. 2291, Reeves County, Texas, (Sec 30, Bik. 56 - NW/4 - 4) 160 acres of land, more or less, being the Southwest Quarter (NW/4 Section 30, Block 56, Public School Lands Survey, Abstract No. 2291, Reeves County, Texas, (Sec 30, Bik. 56 - NW/4 SE/4 - 3) 40 acres of land, more or less, being the Northwest Quarter of the Southeast Quarter (NW/4 SE/4) of Section 30, Block 56, Public School Lands Survey, Abstract No. 2291, Reeves County, Texas	Surface to 100' below the base of the Wolfcamp Formation
111869·C	State of Texas Agent James Beasley Young, III	Legend Natural Gas IV, LP	9/1/2010	6/2/2011	882	645	3556	Texas	Reaves	9/1/2015	(See 22, Blk. 53) 640.00 aeres of land, more or less, being all of Section 22, Block 53, Public School Lands Survey, Abstract No. 3570, Revere County, Texas (See 27, Blk. 53 - N/2 & SW/4) 480.00 aeres of land, more or less, being the North Half (N/2) and Southwest Quarter (SW/4) of Section 27, Block 53, Public School Lands Survey, Abstract No. 3568, Revere County, Texas (See 38, Blk. 53) 641.00 acres of land, more or less, being all of Section 38, Block 53, Public School Lands Survey, Abstract No. 2569, Revere County, Texas (See 47, Blk. 53 - E/2 of SE/4) 0.00 acres of land, more or less, being the East Half of the Southeast (See 47, Blk. 53 - N/2 and SW/4 and W/2 of SE/4) 561.00 acres of land, survey, Abstract No. 3569, Revere County, Texas (See 47, Blk. 53 - N/2 and SW/4 and W/2 of SE/4) 561.00 acres of land, more or less, being the Path Half (N/2), the Southwest Quarter (SW/4), and the West Half of the Southeast Quarter (SW/4), and the West Half of the Southeast Quarter (SW/4) and the West Half of the Southeast Quarter (SW/4) Section 47, Block 53, Public School Lands, Section 34, Block 53, Public School Lands, Revere County, Texas (See 48, Bls. 53) 640.00 acres, more or less, being all of Section 48, Block 53, Public School Lands, Revere County, Texas (See 46, Bls. 53) 5400.00 acres, more or less, being all of Section 48, Block 53, Public School Lands, Revere County, Texas	All Depths

True & Correct Copy of a document on file at Reeves County Texas, Dianne O. Florez, County Clerk Page 30 of 30

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		Lease Name	Lessee	Lease Date	Recordation Date	Volume	Page	Entry	State	County	Expiration Date	Legal Description	Depths
Relded	-11268Z-G	State of Texas Agent Mary Huebsch	Petrohawk Properties, LP	2/9/2011	5/27/2011	880	551	3230	Texas	Reeves	29/2016	(Sec 30, Bik. 56 - NW/4 & E/2 SE/4 & SW/4 SE/4 - 1) 280 acres of isnd, more or less, being the Morthwest Quarter (NW/4), the East Half of the Southeast Quarter (E/2 SE/4) end the Southwest Quarter (Se Southeast Quarter (Se/4)) of Section 30, Block 36, Public School Lands Survey, Abstract No. 2291, Reevest County, Texas; (Sec 30, Bik. 56 - NE/4 - 2) 160 scres of land, more or less, being the Northeast Quarter (NE/4) of Section 30, Block 36, Public School Lands Survey, Abstract No. 2291, Reevest County, Texas; (Sec 30, Bik. 56 - SW/4 - 4) 160 scres of land, more or less, being the Southwest Quarter (SW/4) of Section 30, Block 56, Public School Lands Survey, Abstract No. 2291, Reevest County, Texas; (Sec 30, Bik. 56 - NW/4 SE/4 - 3) 40 scres of land, more or less, being the Northwest Quarter of the Southeast Quarter (NW/4 SE/4) of Section 30, Block 56, Public School Lands Survey, Abstract No. 2291. Reevest County, Texas	Surface to 160' below the base of the Wolfcamp Formation
	112682-B	State of Texas Agent Michael Lynn Bourland	Petrohawk Properties, LP	2/9/2011	5/27/2011	880	565	3232	Texas	Reeves	29/2016	(Sec 30, Blk. 56 - NW/4 & E/2 SE/4 & SW/4 SE/8 - 1) 280 acres of land, more or less, being the Northwest Quarter (NW/4), the East Half of the Southeast Quarter (E/2 SE/4) and the Southwest Quarter of the Southeast Quarter (SW/4 SE/4) of Section 30, Block 56, Public School Lands Survey, Abstract No. 2291, Reeves County, Texas; (Sec 30, Blk. 56 - NE/4 - 2) 160 acres of land, more or less, being the Northeast Quarter (NE/4) of Section 30, Block 56, Public School Lands Survey, Abstract No. 2291, Reeves County, Texas; (Sec 30, Blk. 56 - SW/4 - 4) 160 acres of land, more or less, being the Southwest Quarter (SW/4) of Section 30, Block 56, Public School Lands Survey, Abstract No. 2291, Reeves County, Texas; (Sec 30, Blk. 56 - NW/4 SE/4 - 3) 40 acres of land, more or less, being the Northwest Quarter of the Southeast Quarter (NW/4 SE/4) of Section 30, Block 56, Public School Lands Survey, Abstract No. 2291, Reeves County, Texas	Surface to 100' below the base of the Wolfcamp Formation
True & Co	112682-E	State of Texas Agent Tim Wilson	Petrohawk Properties, LP	2/9/2011	5/27/2011	880	572	3233	Texas	Reeves	2/9/2016	(Sec 30, Bik. 56 - NW/4 & E/2 SE/4 & SW/4 SE/4 - 1) 280 seres of land, more or less, being the Northwest Quarter (NW/4), the East Half of the Southeast Quarter (E/2 SE/4) and the Southwest Quarter of the Southwest Quarter (SW/4 SE/4) of Section 30, Block 56, Public School Lands Survey, Abstract No. 2991, Revers County, Texas, (Sec 30, Bik. 56 - NE/4 - 2) 160 seres of land, more or less, being the Northeast Quarter (NE/4) of Section 30, Block 56, Public School Lands Survey, Abstract No. 2291, Revers County, Texas, (Sec 30, Bik. 56 - SW/4 - 4) 160 seres of land, more or less, being the Southwest Quarter (SW/4) of Section 30, Block 56, Public School Lands Survey, Abstract No. 2291, Revers County, Texas, (Sec 30, Bik. 56 - NW/4 SE/4 - 3) 40 seres of land, more or less, being the Northwest Quarter of the Southeast Quarter (NW/4 SE/4) of Section 30, Block 56, Public School Lands Survey, Abstract No. 2291, Revers County, Texas	Surface to 100' below the base of the Wolfcamp Formation

True & Correct Copy of a document on file at Reeves County Texas, Dianne O. Florez, County Clerk Page 33 of 33

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Legal Description	(See 25, Bit. S3 - NEA) 240 (20 secus of lated, more or lens, being the Northeast Quarter (NEA), the Northeast Quarter (NEA) 240 (20 seculosed Charles). SWM, and the Sconfused Charles (S2 SWM), and the Sconfused Charles (S2 SWM). Abstract 2323, Public Land Survey, located in Reverse Chemy, Texas (See 25, Bit. S3 - NWM, 240 Dat Date and of Land, more or lens, being the Northwest Quarter of the Northwest Quarter (NAM), WWM, Sconfus faller (Charles Charles (Charles (S2 SWM), Sorth Land Survey, located in Reverse (County, Texas SWM), Sorth Land (Survey, Land Survey, Located in Reverse (County, Texas SWM), and the Sorthwest Quarter (NZ SZ 10 SWM), and the Sweth Half of the Southwest Quarter (NZ SZ 10 SWM), and the Sweth Half of the Southwest Quarter (NZ SZ 10 SWM), and the Sweth Half of the Southwest Quarter (NZ SZ 10 SWM), and the Sweth SWM (SWM) of Section 25, Block SWM, (SS 25, Block SS), Advanced SWM, and the SWM,	[See 23, Bit. 53 - NE-9] 24.0 to secue of land, more or lent, heng the Mortheast Quarter (NEJA), the Northeast Quarter of the Northwest Quarter (SEA SWA), and half of the Southwest Quarter (SEA SWA), and the South Half of the Southwest Quarter (SEA SWA), and the South Half of the Southwest Quarter (SEA SWA) of Secue 24. Bit. SEA SWA (SEA SWA) and SWA (SWA) SWA (SWA) SWA (SWA) SWA), and the secue of care of half more or lear, being the Northwest Quarter (SWA) SWA), Swall half of the Northwest Quarter (NWA) SWA), South Half of the Northwest Quarter (NWA) SWA), Swall half of the Northwest Quarter (NWA) SWA), Swall half of the Northwest Quarter (NWA) SWA (SWA) and be Northwest Quarter (SWA) SWA), Swall half of the Northwest Quarter (NWA) SWA (SWA) of Section 25, Block SS, Abstract (220), Public Land Sturey, Joseath in Reveel County, Texas (Swa 24, Bit. SS) 640,000 secres of land, more or lear, being all of Section 24, Block SS, Abstract 2294, Public School Land Sturey, Joseath in Reverse County, Texas (Swa 29, Bit. SS) 640,000 secres (more or lear, being the Southwest all of Section 25, Block SS, School File No. 94400). Abstract 2292, Public School Land Survey, Recerc County, Texas
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True & Correct Copy of a document on file at Reeves County Texas, Dianne O. Florez, County Clerk Page 34 of 32

Exhibit A-I

							E	xhibit A-	-1			
	Lense Name	Lessee	Lense Date	Recordation Date	Volume	Page	Entry	Leases Sinte	County	Expiration Date	Legal Description	Depths
111869-G	State of Texas Agent McCamey Farm & Rasch. L.P.	Legend Natural One IV, LP	9/1/2010	6/2/2011	882	595		Техаз	Reeves	9/1/2015	(Sec 22, Bik. 53) 640,00 scres of land, more or less, being all of Section 22, Block 53, Public School Lands Survey, Abstract No. 3570, Reevest County, Texas (Sec 27, Bix 53 - N/2 & SW/4) 480 00 scres of land, more or less, being the North Half (N/2) and Socitivest Quarter (SW/4) of Section 27, Block 53, Public School Lands Survey, Abstract No. 3568, Reevest County, Texas (Sec 48, Bix 53) 641.00 scres of land, more or less, being all of Section 38, Block 53, Public School Lands Survey, Abstract No. 3761, Reevest County, Texas. (Sec 47, Bix 53 - E2 of SE/4) 80.00 acres of land, more or less, being the East Half of the Southeast (Sec 47, Bix 53 - E2 of SE/4) 80.00 acres of land, more or less, being the East Half of the Southeast County, Texas. (Sec 47, Bix 53 - N/2 and SW/4 and W/2 of SE/4) 561 00 acres of land, more or less, being the North Half (N/2), the Southwest Quarter (SW/4), and the West Half of the Southeast Quarter (W/2 SE/4) of Section 47, Block 53, Public School Lands Survey, Abstract No. 3569, Reevest County, Texas. (Sec 48, Bix 53) 640.00 acres, more or less, being all of Section 48, Block 53, Public School Lands, Reevest County, Texas. (Sec 48, Bix 53) 640.00 acres, more or less, being all of Section 48, Block 53, Public School Lands, Reevest County, Texas.	All Depths
	Jeffery Allan Wilson	Petrohawk Properties, LP	8/12/2011	9/13/2011	899	85	6316	Техаз	Reeves	8/12/2016	(Sec 25, Blk. 53 - NE4) 240:00 acres of land, more or less, being the Northeast Quarter (NE/4), the Northeast Quarter of the Northwest Quarter (S/2 S/2 N/2 SW/4), and the South Half of the South-Meri of the Northwest Quarter of the Northwest Quarter of the Northwest Quarter of the Northwest Quarter (S/2 SW/4), South-Half of the Northwest Quarter (S/2 SW/4), South-Half of the North-Meri Office Northwest Quarter (S/2 SW/4), South-Half of the North-Half of the South-West Quarter (N/2 S/2 N/2 SW/4), and the North-Half of the South-Meri of the South-Meri Office North-Meri of the South-Meri Office North-Meri of North-Meri Office North-Meri of N	All Depths

True & Correct Copy of a document on file at Reeves County Texas, Dianne O. Florez, County Clerk Page 35 of 32

Exhibit A-1

							E	xhibit A-	-1			
	Lease Name	Lessee	Lense Date	Recordation Date	Volume	Page	Entry	State	County	Expiration Date	Legal Description	Depths
111869-F	State of Texas Agent Michelle E. Jordan	Legend Natural Gen IV, LP	9/1/2010	6/2/2011	882	635	3555	Texas	Reeves	9/1/2015	(See 22, Bik. 53) 640.00 acres of land, more or less, being all of Section 22, Block 53, Public School Lands Survey, Abstract No. 3570, Reever County, Texas (ISee 27, Bik. 53 - N2 & SW/4) 480.00 acres of land, more or less, being the North Half (N/2) and Southwest Quarter (SW/4) of Section 27, Block 53, Public School Lands Survey, Abstract No. 3568, Reever County, Texas (See 38, Bik. 53) 641.00 acres of land, more or less, being all of Section 38, Block 53, Public School Lands Survey, Abstract No. 2081, Reeves County, Texas. (See 47, Bik. 53 - E7, 6180/4) 80.00 acres of land, more or less, being the East Half of the Southeast Quarter (EZ/2 SE/4) of Section 47, Block 53, Public School Lands Survey, Abstract No. 3569, Reeves County, Texas. (See 47, Bik. 53 - N/2 and SW/4 and W/2 of SE/4) 561.00 acres of land, more or less, being the North Half (N/2), the Southwest Quarter (SW/4), and the West Half of the Southeast Quarter (W/2 SE/4) of Section 47, Block 53, Public School Lands survey, Abstract No. 3596, Reeves County, Texas. (See 34, Bik. 53) 640.00 acres, more or less, being all of Section 48, Block 53, Public School Lands, Reeves County, Texas.	Ali Depihe
111869-A	State of Texas Agent Pamela Parker Clifton	Legend Natural Gas IV, LP	9/1/2010	6/2/2011	882	625	3554	Техих	Reaves	9/1/2015	(See 22, Bik. 53) 640.00 acres of land, more or less, being all of Section 22, Block 53, Public School Lands Survey, Abstract No. 3570, Reeven County, Texas (See 27, Bik. 53 - N/2 & SW/4) 480.00 seres of land, more or less, being the North Half (N/2) and Southwest Quarter (SW/4) of Section 27, Block 53, Public School Lands Survey, Abstract No. 3568, Reeven County, Texas (See 38, Bik. 53) 641.00 acres of land, more or less, being all of Section 38, Block 53, Public School Lands Survey, Abstract No. 2591, Reeven County, Texas. (See 47, Bik. 53 - E7 of SE/4) 80.00 acres of land, more or less, being the East Half of the Southeast Quarter (EZ 64B) of Section 47, Block 53, Public School Lands Survey, Abstract No. 3569, Reeven County, Texas. (See 47, Bik. 53 - N/2 and SW/4 and W/2 of SE/4) 561, 00 acres of land, more or less, being the North Half (N/2), the Southwest Quarter (SW/4), and the West Half of the Southeast Quarter (W/2 SE/4) of Section 47, Block 53, Public School Lands Survey, Abstract No. 3569, Reeven County, Texas. (See 43, Bik. 53) 640, 00 acres, more or less, being all of Section 48, Block 53, Public School Lands, Reeven County, Texas. (See 48, Bik. 53) 640, 00 acres, more or less, being all of Section 48, Block 53, Public School Lands, Reeves County, Texas.	All Depths

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	Legal Description	(Sec 22, Bit. 53) 640 00 acres of land, more or leat, being all of Section 22, Block 53, Public School Land Survey, Abinten No. 350, Revers County, Treas (Sec 77, Bit. 53, SVA & Ryinky 46 00 ocean Clind, more or leat, being the Neth Half (NA), and Schwart Quarter (SWA) of Section 77, Block 53, Public School Lands Survey, Abinten No. 3568, Revers County, Treas (Sec 47, Bit. 53, 941 100 acres of Insul, more or leat, being the Eart Half of the Southeast Quere (TS 25) 641 100 acres of Insul, more or leat, being the Eart Half of the Southeast (Sec 47, Bit. 53, 942 of Stellow 37, Block 53, Public School Lands Survey, Abinten No. 3569, Revers County, Treas (Sec 47, Bit. 53, 14, 200 ocean of Stellow 37, Public School Lands Survey, Abinten No. 3569, Revers County, Treas (Sec 47, Bit. 53) 640 100 acres, more or lear, being all of Section 34, Block 53, Public School Lands, (Sec 54, Bit. 53) 640 100 acres, more or lear, being all of Section 34, Block 53, Public School Lands, Revers County, Treas (Sec 44, Bit. 53) 640 100 acres, more or lear, being all of Section 46, Block 53, Public School Lands, Revers County, Treas (Sec 46, Bit. 53) 640 100 acres, more or lear, being all of Section 46, Block 53, Public School Lands, Revers County, Treas	East 100 acres of the SE/4 of Section 1, A-5442, Block 59, Public Lands Survey, Reeves County, Texas	East 100 scree of the SE/4 of Section 1, A-5442, Block 59, Public Lands Survey, Reeves County, Texas	East 100 acres of the SE/4 of Section 1, A-5442, Block 59, Public Lands Survey, Reeves County,	The SEA of Section 7. Block 59. Public Schools Lands. Reeves County. Texas	The SEM of Section 7, Block 59, Public Schools Lands, Reeves County, Texas	The SEA of Section 7, Block 59, Public Schools Landir, Reeves County, Texas The SEA of Section 7, Block 59, Public Schools Lands Reeves County Texas	The SEM of Section 7, Block 59, Public Schools Lands, Reeves County, Texas	The SE/4 of Section 7, Block 59, Public Schools Lands, Reeves County, Texas	The SEM of Section 7, Block 59, Public Schools Lands, Reeves County, Texas	The SE4 of Section 7, Block 59, Public Schools Lands, Recycle County, Texas	The SEM of Section 7, Block 59, Public Schools Lands, Recves County, Texas	All of Section 9, Block 59, FSL Survey, Reeven County, Texas	All of Section 9 Block 50 Not Section Description County Trees	All of section 7, Dipol, 57, 73L Survey, Reeves Collegy, 1 Exas	All of Section 9, Block 39, PSL Survey, Reeves County, Texas All of Section 9, Block 39, PSL Survey, Reeves County. Texas	The W/2 SE/4 of Section 12 Block 59, PSL Survey, and the W/2 of NW/4 of Section 13, PSL Survey.	Receives County, Texas The W/Z SE44 of Section 12 Block 59, PSL Survey, and the W/Z of NW/4 of Section 11 PSL Survey.	Reever County, Texas	E72 of SEM & W.Z of NEM of Section 12, Block 59, PSL Survey, Reeves County, Texas	The DJ NDA OI Section 12, Block 39, PSL Survey, Retves County, Texas	E2 NE/4 of Section 12, A-5942, Block 59, PSI, Survey, Reeves County. Texas	The W/2 SE/4 of Section 12 Block 59, PSL Survey, and the W/2 of NW/4 of Section 13, PSL, Survey,	We of Eld of Section 17 Block to Det Commen December Trans.	The EZ SEJ4 & WZ NEW of Section 12, Block 59, PSL Survey, and the EZ NWW of Section 13,	Block 59, PSL Survey, Reeves County, Texas	South 60 acres of E/2 NW/4 and E/2 SW/4 of Section 12, Block 59, PSL, Survey, Reeves Curty, Texas	The E/2 NE/4 of Section 12, Block 59, PSL Survey, Reeves County, Texas	The E/2 SE/4 & W/2 NEW of Section 12, Block 59, PSL Survey, and the E/2 NW/4 of Section 13, Block 59, PSL Survey, Reeves County. Texas	South 60 acres of E.2 NW/4 and E.2 SW/4 of Section 12, Block 59, PSL Survey, Reeves Conty, Texas					
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	County	Retves	Reeves	Reeves	Reeves	Reeves	Reeves	Recves	Reeves	Reeves	Reeves	Reeves	Reeves	Reeves	Reeves	the section	Reeves	Reeves	-	Reeves	Reoves	Reeves	Reeves	Recves	Nerves	Beaute		Reeves	Recves	Reeves	Reeves		STTCI			
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	Lenses	Legend Nahural Gas IV, LP	Silverback Exploration LLC	Silverback Exploration LLC	Silverback Exploration LLC	The Bellotty Group LLC	The Bellomy Group LLC	The Bellomy Group LLC	The Bellomy Group LLC	The Dellomy Group LLC	The Bellomy Group LLC	The Bellomy Group LLC	The Bellomy Group LLC	The Bellomy Group LLC The Bellomy Group LLC	The Bellomy Group LLC	- 1.5	The Bellomy Group L.L.C	The Bellomy Group LLC	The Balliam Green 11.0	The Extremity Octobrilland	Silverback Exploration 1.1.C	The Bellomy Group LLC	The Bellomy Group LLC	The Bellomy Group L.L.C.	The Bellotty Group LLC	The Bellomy Group LLC		The Bellotty Orolly LLC	Silverback Exploration LLC	The Bellomy Group LLC	The Bellomy Group LLC					
	Lease Name	State of Texas Agent Robbin Lee Young	State Of Texas - Judson Operations Ltd Agent	State Of Texas - Laj Corporation Agent	State Of Texas - Sigmar Inc Agent	State Of Texas - Beverly Marshio Agent	State Of Texas - Charlens Welch Agent State Of Texas - Charlen F George Agent	State Of Texas - Clyde A George Agent	State Of Texas - Cynthia Lynn Wilson Agent	State Of Jexas - James K George Jr Et Al Agent	State Of Texas - Rise Amburgey Fultz Agent	State Of Texas - Robert J George Agent	State Of Texas - Vivie Ann Dodd Agent	State Of Texas - Coales Energy Interest Lid Agent State Of Texas - Coales Energy Trust Agent	State Of Texas - Mary Jane Megary A Ferne Sole Agen!	State Of Tevas - Meaniv Family Trust Fl Al Aneni	State Of Texas - Megary Living Trust Et Al Agent	State Of Texas - Abigail Grilley Gutierrez Agent	State Of Teves - Elizin Griller Green Ameni	State of the state	State Of Texas - Judson Operations Ltd Agent	State Of Texas - Kenneth W Parker Agent	State Of Texas - Laj Corporation Agent	State Of Texas - Lauren Grilley Agent	State Of Texas - Linda L Grilley Agent	State Of Texas - Midland Aog Partners Lid Agent	100000000000000000000000000000000000000	Suite Of Texas - rati rarvey Open Agent		State Of Texas - Wade P Kochl Agent	State Of Texas - Walking O L.p.					
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Exhibit A-1

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. 1	Lease Name	Lessee	Lense Date	Recordation Date	Volume	Page	Entry	Leases	County	Expiration Date	Legal Description	Depths
	State Of Texas - Blake Oil And Gas Corporation Agent	Silverback Exploration LLC	8/15/2014	1/16/2015	1138	479		Texas	Reeves	8/15/2017	The E/2 NE/4 and E/2 SW/4 of Section 13, Block 59, PSL Survey, Reeves County, Texas	All Depths
_	State Of Texas - Coulson Rev Trust Of 1994 Agent	The Bellomy Group LLC	9/9/2014	11/12/2014	1121	467 -		Texas	Reeves	9/9/2017	The E/2 SE/4 & W/2 NE/4 of Section 12, Block 59, PSL Survey, and the E/2 NW/4 of Section 13, Block 59, PSL Survey, Reeves County, Texas	All Depths
	State Of Texas - Glenn M Stevenson Et Al	The Bellomy Group LLC	12/1/2014	12/11/2014	1130	192		Texas	Reeves	12/1/2017	E/2 of NW/4 of Section 13, Block 59, PSL Survey, Reeves County, Texas	All Depths
	State Of Texas - Judson Operations Ltd Agent	Silverback Exploration LLC	9/26/2014	1/16/2015	1138	490		Texas	Reeves	9/22/2017	The E/2 NE/4 and E/2 SW/4 of Section 13, Block 59, PSL Survey, Reeves County, Texas	All Depths
	State Of Texas - Laj Corporation Agent	Silverback Exploration LLC	8/22/2014	1/16/2015	1138	501		Texas	Reeves	8/22/2017	The E/2 NE/4 and E/2 SW/4 of Section 13, Block 59, PSL Survey, Reeves County, Texas	All Depths
7	State Of Texas - Linda L Grilley Agent	The Bellomy Group LLC	11/26/2014		1130	183		Texas	Reeves	11/26/2017	W/2 of NW/4 of Section 13, Block 59, PSL Survey, Reeves County, Texas	All Depths
	State Of Texas - Osado Properties Ltd Agent	The Bellomy Group LLC	12/10/2014	1/14/2015	1138	28		Texas	Reeves	12/10/2017	The W/2 SE/4 of Section 12 Block 59, PSL Survey, and the W/2 of NW/4 of Section 13, PSL Survey, Reeves County, Texas	All Depths
	State Of Texas - Paul Harvey Oden Agent	The Bellomy Group LLC	8/6/2014	10/15/2014	1114	268		Texas	Reeves	8/6/2017	The E/2 SE/4 of Section 13, Block 59, PSL Survey, Recevs County, Texas	All Depths
	State Of Texas - Sigmar Inc Agent	Silverback Exploration LLC	9/22/2014	1/16/2015	1138	512		Texas	Reeves	9/22/2017	The E/2 NE/4 and E/2 SW/4 of Section 13, Block 59, PSL Survey, Reeves County, Texas	All Depths
	State Of Texas - Walking O Lp	The Bellomy Group LLC	8/6/2014	10/15/2014	1114	259		Texas	Reeves	8/6/2017	The E/2 SE/4 of Section 13. Block 59, PSL Survey, Recevs County, Texas	All Depths
	State Of Texas - Joanne Bailey Agent	The Bellomy Group LLC	7/29/2014	8/26/2014	1098	708		Texas	Reeves	7/29/2017	The W/2 of SW/4 and W/2 of SE/4 of Section 14, Block 59, PSL Survey, Reeves County, Texas	All Depths
	Anne Schrock La Fever	The Bellomy Group LLC	7/1/2014	7/16/2014	1089	588		Texas	Reeves	7/1/2017	The South 137 1428 acres of the North Half of Section 15, Block 59, Public School Lends Survey, Reeves County, Texas	All Depths
	Aubrey William Trayler	The Bellomy Group LLC	6/20/2014	7/16/2014	1089	592		Texas	Reeves	6/20/2017	The South 137, 1428 acres of the North Half of Section 15, Block 59, Public School Lands Survey, Reeves County, Texas	All Depths
	Barbara H Goodrum	The Bellamy Group LLC	7/2/2014	7/21/2014	1091	235		Texas	Reeves	7/2/2017	The South 137,1428 acres of the North Half of Section 15, Block 59, Public School Lands Survey, Reeves County, Texas	All Depths
	Betsy Wolverton Dipilato	The Bellomy Group LLC	8/11/2014	8/20/2014	1098	632		Texas	Reeves	8/11/2017	The South 137.1428 acres of the North Half of Section 15, Block 59, Public School Lands Survey, Reeves County, Texas	All Depths
	Carol Sue Gray	The Bellomy Group LLC	8/11/2014	8/20/2014	1098	641		Texas	Reeves	8/11/2017	The South 137.1428 scres of the North Half of Section 15, Block 59, Public School Lands Survey, Reeves County, Texas	All Depths
	Carolyn C Tinney	The Bellomy Group LLC	12/1/2014	12/11/2014	1130	207		Texas	Reeves	12/1/2017	The South 137,1428 acres of the North Half of Section 15, Block 59, Public School Lands Survey, Reeves County, Texas	All Depths
	David E Cuppett Iii	The Bellomy Group LLC	7/21/2014	8/12/2014	1096	460		Texas	Reeves	7/21/2017	The South 137, 1428 acres of the North Half of Section 15, Block 59, Public School Lands Survey, Reeves County, Texas	All Depths
	Desert Partners V Lp	The Bellomy Group LLC	7/1/2014	8/12/2014	1096	442		Texas	Reeves	7/1/2017	The North 182 6/7 acres of the N/2 of Section 15, Block 59, PSL Survey, Reeves County, Texas	All Depths
	Elien C Tribett	The Bellomy Group LLC	12/1/2014	12/11/2014	1130	203		Texas	Reeves	12/1/2017	The South 137 1428 acres of the North Half of Section 15, Block 59, Public School Lands Survey, Reeves County, Texas	All Depths
	Geraldine Millwee Estate	The Bellomy Group LLC	10/29/2014	11/12/2014	1121	578		Texas	Reeves	10/29/2017	The SW/4 SW/4 of Section 15, Block 59, PSL Survey, Reeves County, Texas	All Depths
	Harriett O Hockney	The Bellomy Group LLC	12/5/2014	1/14/2015	1138	61		Texas	Reeves	12/5/2017	The South 137 1428 acres of the North Half of Section 15, Block 59, Public School Lands Survey, Reeves County, Texas	All Depths
	Jack G Harris	The Bellomy Group LLC	7/14/2014	B/12/2014	1096	447		Texas	Reeves	7/14/2017	The South 137,1428 acres of the North Half of Section 15, Block 59, Public School Lands Survey, Reeves County, Texas	All Depths
	John O Hackney Jr	The Bellomy Group LLC	7/23/2014	11/12/2014	1121	604		Texas	Reeves	7/23/2017	The South 137 1428 acres of the North Half of Section 15, Block 59, Public School Lands Survey, Reeves County, Texas	All Depths
	John Wesley Bookhultz Trust	The Bellomy Group LLC	7/14/2014	8/12/2014	1096	451		Texas	Reeves	7/14/2017	The South 137 1428 acres of the North Half of Section 15, Block 59, Public School Lands Survey, Reeves County, Texas	All Depths
	Judith Adair Howie	The Bellomy Group LLC	7/1/2014	7/16/2014	1089	584		Texas	Reeves	7/1/2017	The South 137.1428 acres of the North Half of Section 15, Block 59, Public School Lands Survey, Reeves County, Texas	All Depths
	Kathryn W Carvey	The Bellomy Group LLC	11/21/2014	12/11/2014	1130	211		Texas	Recves	11/21/2017	The South 137,1428 acres of the North Half of Section 15, Block 59, Public School Lands Survey, Reeves County, Texas	All Depths
	Kristan N Belfield	The Bellomy Group LLC	12/2/2014	1/14/2015	1138	65		Техая	Reeves	12/2/2017	The South 137 1428 acres of the North Half of Section 15, Block 59, Public School Lands Survey, Reeves County, Texas	All Depths
	Lark W Anderson	The Bellomy Group LLC	11/24/2014	12/11/2014	1130	219		Texas	Reeves	11/24/2017	The South 137.1428 acres of the North Half of Section 15, Block 59, Public School Lands Survey, Reeves County, Texas	All Depths
	Marsha R Grant	The Bellomy Group LLC	7/10/2014	7/21/2014	1091	239		Texas	Reeves	7/10/2017	The South 137 1428 acres of the North Half of Section 15, Block 59, Public School Lands Survey, Reeves County, Texas	All Depths
	Mary Dianne Trayler Matjeka	The Bellomy Group LLC	6/23/2014	7/16/2014	1089	602		Texas	Reeves	6/23/2017	The South 137 1428 acres of the North Half of Section 15, Block 59, Public School Lands Survey, Reeves County, Texas	All Depths
	Nancy Jo Boone	The Bellomy Group LLC	7/22/2014	8/12/2014	1096	457		Texas	Reeves	7/22/2017	182.857 acres of land, more or less, being the North 182.857 acres of the North Half of Section 15, Block 59, PSL Survey, Reeves County, Texas	All Depths
	Richard E Wolverton	The Bellomy Group LLC	8/11/2014	8/20/2014	1098	637		Texas	Reeves	8/11/2017	The South 137.1428 acres of the North Half of Section 15, Block 59, Public School Lands Survey, Reeves County, Texas	All Depths
	Robbie Ruth Trayler Robitaille	The Bellomy Group LLC	6/23/2014	7/16/2014	1089	598		Texas	Reeves	6/23/2017	The South 137.1428 acres of the North Half of Section 15, Block 59, Public School Lands Survey, Reeves County, Texas	All Depths
	Ruth C Buchanan	The Bellomy Group LLC	7/21/2014	8/12/2014	1096	464		Texas	Reeves	7/21/2017	The South 137.1428 acres of the North Half of Section 15, Block 59, Public School Lands Survey. Reeves County, Texas	All Depths
	State Of Texas - Camellia Land Inc Agent	The Bellomy Group LLC	9/18/2014	10/10/2014	1112	423		Texas	Reeves	9/18/2017	The SE/4 of Section 15, Block 59, PSL Survey, Reeves County, Texas	All Depths
	State Of Texas - Cindy Seybert Rinehart Agent	The Bellomy Group LLC	8/25/2014	9/3/2014	1101	764		Texas	Reeves	8/25/2017	The N/2 SW/4 and SE/4 SW/4 of Section 15, Block 59, PSL Survey, Reeves County, Texas	All Depths
	State Of Texas - Leslie Fore- Agent	The Bellomy Group LLC	8/22/2014	8/26/2014	1100	25		Texas	Reeves	8/22/2017	The SE/4 of Section 15, Block 59, PSL Survey, Reeves County, Texas	All Depths
	State Of Texas - Linda flone Lewis Agent	Silverback Exploration LLC	9/18/2014	10/10/2014	1112	488		Texas	Reeves	9/18/2017	The N/2 SW/4 and SE/4 SW/4 of Section 15, Block 59, PSL Survey, Reeves County, Texas	All Depths

True & Correct Copy of a document on file at Reeves County Texas, Dianne O. Florez, County Clerk Page 32 of 32

Atlantic Resources II Interests LLC Exhibit A-1

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MF 117019-A	Lense Name	23(2)	Lense Date	Recurdation Date	Volume	Page	Entr	Exhibit A-1		Expiration Date	Legal Description	Depthy
4 4 11	State Of Texas - Lowly Lewis Agent	The Bellomy Group LLC	12/15/2014	1/28/2015	1112	193		Texas	Reeves	12/15/2017	The N/2 SW/4 and SE/4 SW/4 of Section 15, Block 59, PSL Survey, Reeves County, Texas [The N/2 SW/4 and SE/4 SW/4 of Section 15, Block 59, PSL Survey, Reeves County, Texas	All Depths
17020-1	State Of Texas - The Beilomy Group Lie - Agent	Silverback Exploration LLC	10/22/2014	2/9/2015	1143	752		Texts	Reeves	10/22/2017	The SE/4 of Section 15, Block 59, PSL Survey, Reeves County, Texas	All Depths
	The Wolverton Trust	The Bellomy Group LLC	12/18/2014	1/28/2015	1141	174		Texas	Reeves	12/18/2017	The South 137.1428 acres of the North Half of Section 15, Block 59, Public School Lands Survey, Reeves County, Texas	All Depths
	William Hogh Grant	The Beliomy Group LLC	7/10/2014	7/21/2014	1601	231		Texas	Reeves	7/10/2017	The South 137.1428 acres of the North Half of Section 15, Block 59, Public School Lands Survey, Reevea County, Texas	All Depths
•	William R Wolverton Jr	The Bellomy Group LLC	11/30/2014	12/11/2014	1130	2115		Texas	Reeves	11/36/2017	The South 137.1428 acres of the North Half of Section 15, Block 59, Public School Lands Survey, Receve County, Texas	All Depths
17085-A	State Of Texan - Gloria Jean Swinber Agent	The Bellomy Group LLC	7/11/2014	10/10/2014	1112	\$15		Texas	Reeves	7/11/2017	187.5 acres of land, more or leas, out of the Northwest Part and East and South Parts of West Part of Section 29, Block 59, Public Schools Lands, Recevy County, Texas	All Depthr
117082-A	Slate Of Texas - M Brad Bernett Et Al Agent	The Bellomy Group LLC	9/19/2014	10/10/2014	1112	449		Texas	Reeves	719/2017	137.5 acres out of the NW and S parts of the middle 232.5 acres of Section 29, Block 59, PSL Survey, Reaves County, Texas	All Depths
117084	State Of Texas - Marrow Harrison Interests Llc Agent	The Bellomy Group LLC	7/1/2014	10/10/2014	1112	908		Texas	Reeves	7102/1/7	West 95 acres of the East 195 acres of the North Half of Section 29, Block 59, PSL, Reeves County, Texas	All Depths
	Blake Oil And Gas Corporation		8/15/2014					Texas	Reeves	8/15/2017	All of Section 31, Block 59, PSL Survey, Reeves County, Texas	All Depths
1220	Therese Edwards Nichols Exempt Trust		10/2/2014					Texas	Recves	10/2/2017	All of Section 31, Block 59, PSL Survey, Reeves County, Texas	All Depths
11 1575	State Of Texas - Blake Oil And Gas Corporation Agent	Silverback Exploration LLC	8/15/2014	1/16/2015	1138	380		Texas	Reeves	8/15/2017	The NEA NE4 Section 32, Block 59, PSL Survey, Reevet County. Texas	All Depths
116893	State Of Texas - Marrow Harrison Interests I.le Agent	The Bellomy Group LLC	7/8/2014	8/26/2014	1100	×	14-07804	Texas	Reeves	7/8/2017	The East Half of Section 37, Block 53, PSL, Reeves County, Texas	All Depths
118341	State of Texas (GLO) MF-118391	Wise & Susong, LLC	7102071/1	3/8/2017	1383	1111	17-03839	Texas	Reeves	1/17/2020	Southeast One-Quarter (SEM) of Section 37, Block 53, Public School Land Survey, Reevest County, Texas, containing approximately 160 acres, as shown on the Office Map of Reeves County, Texas now on file in the Texas General Land Offices, Austin, Texas	All Depths
118392	State of Texas (ULO) MF-118392.	Wise & Susong, LLC	1/17/2017	3/8/2017	1383	280	17-03838	Texas	Reeves	1/17/2020	Northwest One-Quarter (NW/4) of Section 35, Block S3, Poblic School Land Survey, Reerest County, Texas, containing approximately 160 acres, as thown on the Official Map of Reeves County, Texas, now on fife in the Texas General Land Office, Aurilia, Texas	All Depths
118393	State of Texas (GLO) MF-118393	Wise & Susong, LLC	1/17/2017	3/8/2017	1383	782	17-03840	Техая	Reeves	1/17/2020	East One-bail of Sentheast One-Quatter (EZ of SEG) Section 47, Recel 53, Pobjet School Land Servey, Reveat County, Teast, containing approximately 80 sersa, as shown on the Official Map of Servey, Reveat County, Teast now on File to the Teast General Land Office, Austin, Teast	All Depths
	'Greas and Net Acres reflect Purchaser's Proportionate Interest as defined in the agreement to which this Exhibit is attached.								Total			
					-							

True & Correct Copy of a document on file at Reeves County Texas, Dianne O. Florez, County Clerk Page 39 of 32

Exhibit A-2

Wells

See Attached

Exhibit A-2 to Assignment and Bill of Sale

True & Correct Copy of a document on file at Reeves County Texas,
Dianne O. Florez, County Clerk
Page 30 of 32

Exhibit A-2

Wells

- 1. State Gateway 22 2H API: 42-389-34930
- 2. State Johnny Cash 23 2H API: 42-389-35064
- 3. State Gateway 38 2H API: 42-389-35218
- 4. Orbison 28 6H API: 42-389-34995
- 5. Santana 29 2H API: 42-389-35266
- 6. State Muddy Water 30 2H API: 42-389-34985
- 7. State BB King 32 2H API: 42-389-34984
- 8. Gateway 21 SWD 1 API: 42-389-34925
- 9. Pedro State 9 #1 API: 42-389-35875
- 10. Allman 24 #6H API: 42-389-35082
- 11. State Gateway 37-48 #3H API: 42-389-35747

Exhibit A-2 to Assignment and Bill of Sale

True & Correct Copy of a document on file at Reeves County Texas,
Dianne O. Florez, County Clerk
Page 3 of 32

Schedule 2

Certain Excluded Assets

- Crude Oil Purchase Agreement and Amendment, dated March 1, 2016, by and among Sunoco Partners Marketing & Terminals LP and Endurance Resources Holdings II LLC.
- Gas Gathering and Processing Contract and 1st, 2nd, and 3rd Amendments, dated August 4, 2015, by and among Eagleclaw Midstream Ventures, LLC and Endurance Resources LLC.
- 3. Credit Agreement, dated January 6, 2017, by and between Atlantic Resources II Holding Co., LLC, as Borrower, and JPMorgan Chase Bank, N.A., as Administrative Agent, and the Lenders party to such Credit Agreement.
- 4. Gas Treating Agreement and Amendment, dated May 20, 2016, by and between Kinder Morgan Treating LP and Endurance TX, LLC.
- 5. Endurance Salt Water Disposal Agreement for Gateway 21 SWD, dated November 1, 2015, by and between Ola Kathleen Parker Independent Executor of Estate of J Loyd Parker III, Allison Renee Parker, Michelle Elise Parker Jordan, Pamela Parker Clifton, Christopher Matthew Clifton, Cale Andrew Clifton, Kelli Clifton Gossmann, McCamey Farm & Ranch LP, Robin Lee Young, Young Cottonwood Oil & Gas LP and Endurance Resources Holdings II LLC.

Inst No. 17-13279
DIANNE O. FLOREZ
COUNTY CLERK
2017 Aug 88 at 12:10 PM
REEVES COUNTY, TEXAS

Schedule 2 to Assignment and Bill of Sale

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	find the record in my off or the My under Claim is the No.
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DI VAN TO HER CONTRACTOR AND THE	Reeves County Texas,
	Page 3λ of 3λ

THE STATE OF TEXAS COUNTY OF REEVES I, Diame O. Florez, O	Clerk of the County Court in and
for said County and State do hereby certify that the forego	ping is a true and correct copy of
filed for record in my office this day o	f JAUGUST at
M, under Clerk's File No.	to be recorded in the
Records of Reeves County, Texas.	NAS.
this day of HIGH, Witness my hand	and official scal at Pocos, Texas
	FLOREZ, COUNTY CLERK VES COUNTY, TEXAS

00000004213 **FILED FOR RECORD** AT 1:43 O'CLOCK P. M.

ON THE 16th DAY OF August

A.D., 2017_

Linda McDonald COUNTY AND DISTRICT CLERK CULBERSON COUNTY, TEXAS Self

DEPUTY

STATE OF TEXAS **COUNTY OF CULBERSON**

I hereby certify that this instrument was FILED on the date and at the time stamped hereon by me and was duly AK

and Page 478 - 510 RECORDED in the Volume _3

of the Records of Culberson County, Texas.

23.45



COUNTY AND DISTRICT CLERK CULBERSON COUNTY, TEXAS

File No. MF 111869

H1/an H1/c (F6) No ROPV 8

Date Filed: 11-30-17

George P. Bush, Commissioner



PO Box 3759 Midland, TX 79702

300 North Marienfeld, Suite 1000 Midland, Texas 79701

P 432.683.3272 F 432.683.3244

January 30, 2018

VIA CERTIFIED MAIL 7017 1000 0000 0573 0137 AND E-MAIL

Joy McCauley Texas General Land Office 1700 North Congress Avenue Austin, Texas 78701 Joy.McCauley@glo.texas.gov

RE:

Notice of Commencement of Operations

State Gateway 34-39 #12H (API - 42-389-36774)

MF-111869

Dear Ms. McCauley:

Atlantic Resources Company, LLC, hereby gives notice of its plans to commence drilling operations on the State Gateway 34-39 #12H on or before February 13, 2018.

The State Gateway 34-39 #12H will be drilled in Section 34, Block 53, Public School Lands Survey/W.M Hooper, Abstract 3567, Reeves County, Texas. Once I receive additional files related to these operations, I will forward on to your attention.

If you have any questions, please feel free to contact me by e-mail or at 432-683-3272.

Thank you for your cooperation.

Sincerely,

Mary Quintana

Sr. Lease/Division Order Analyst

File No	M-111869
Ltr.	From Atlantic
Date Filed:	Z/Z//B orge P. Bysh, Commissioner
By	1ML

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February 5, 2018

CERTIFIED MAIL: 7016 2070 0000 7391 9875

Mr. Douglas Prieto Chief Commercial Officer Atlantic Resources Company 300 North Marienfield, Suite 1000 Midland, TX 79701

RE: Request to Surface Commingle Oil and Gas Production from wells Armstrong State #1, GS State #1, Roberts State #1, Brackenridge State 57-44 #1, Harrison State 56-37 #1, and Harrison State 56-38 #3ST in Conjunction with Railroad Commission of Texas Commingling Permit (Unavailable) in Reeves County, Texas

Dear Mr. Prieto

The Texas General Land Office (GLO) has received notification by letter on November 28, 2017 of your intent to surface commingle oil and gas production from the above wells. GLO staff have performed an administrative and technical review of your request.

Based on your failure to file an application as of February 5, 2018, permission to surface commingle the above leases is hereby denied.

Mr. Douglas Prieto February 5, 2018 Page #2

Please be advised that GLO is providing a copy of this letter to the Railroad Commission of Texas and that any commingling permit granted by them for Exception to Statewide Rules (SWR) 26 and/or 27 associated with the above leases may be subject to forfeiture. Furthermore, any surface commingling that occurs on the above leases in the absence of GLO permission represents a breach of your State leases, and may make the leases subject to forfeiture as well.

If you have further questions, please feel free to contact me at tom.ortiz@glo.texas.gov or 512-463-5296.

Sincerely

Thomas Manuel Ortiz, Ph.D., P.E.

M soman

Petroleum Engineer

TMO/tmo

cc: Dale Sump, Director of Minerals Audit

Darlene Williams, Railroad Commission of Texas



TEXAS GENERAL LAND OFFICE GEORGE P. BUSH, COMMISSIONER

February 2, 2018

CERTIFIED MAIL: 7016 2070 0000 7391 9868

Mr. Douglas Prieto Vice President Atlantic Resources Company 300 North Marienfield, Suite 1000 Midland, TX 79701

RE: Request to Surface Commingle Oil and Gas Production from State Mineral Leases MF112682, MF112396, MF111869, MF117754, MF117755, MF117756, MF117757, MF117758, MF112451, MF112452, MF113664, MF115616, MF116656, MF118155, MF117612, MF114473, and MF116869 (Muddy Waters 30 2H, BB King 32H, Gateway 22 2H, Orbison 28 Unit, Johnny Cash 23 Unit, Gateway 38 2H, State Dagger 37-48 Unit, State Clark 38-47 Unit, State Gateway 37-48 Unit, State Pedro 9) in Conjunction with Railroad Commission of Texas Commingling Permit (Unavailable) in Reeves County, Texas

Dear Mr. Prieto

The Texas General Land Office (GLO) has received notification by letter on November 28, 2017 of your intent to surface commingle oil and gas production from State Mineral Leases MF112682, MF112396, MF111869, MF117754, MF117755, MF117756, MF117757, MF117758, MF112451, MF112452, MF113664, MF115616, MF116656, MF118155, MF117612, MF114473, and MF116869 (Muddy Waters 30 2H, BB King 32H, Gateway 22 2H, Orbison 28 Unit, Johnny Cash 23 Unit, Gateway 38 2H, State Dagger 37-48 Unit, State Clark 38-47 Unit, State Gateway 37-48 Unit, State Pedro 9), and to utilize gas lift with off-lease gas on the same State Mineral Leases. GLO staff have performed an administrative and technical review of your request.

Mr. Douglas Prieto February 2, 2018 Page #2

Based on your failure to file an application as of February 2, 2018, permission to surface commingle the above leases is hereby denied.

Please be advised that GLO is providing a copy of this letter to the Railroad Commission of Texas and that any commingling permit granted by them for Exception to Statewide Rules (SWR) 26 and/or 27 associated with the above leases may be subject to forfeiture. Furthermore, any surface commingling that occurs on the above leases in the absence of GLO permission represents a breach of your State leases, and may make the leases subject to forfeiture as well.

If you have further questions, please feel free to contact me at tom.ortiz@glo.texas.gov or 512-463-5296.

Sincerely

Thomas Manuel Ortiz, Ph.D., P.E.

Momor M. Cotty

Petroleum Engineer

TMO/tmo

cc: Dale Sump, Director of Minerals Audit

Darlene Williams, Railroad Commission of Texas

Tom Ortiz

From:

Douglas Prieto < dprieto@arcoperating.com>

Sent:

Friday, February 2, 2018 4:32 PM

To:

Tom Ortiz

Cc:

Robert Hatter; darlene.williams@rrc.texas.gov; Haylie Urias; Stephen Brumley; Lee

Thomas; Travis Hutt; Douglas Prieto

Subject:

RE: Denial of Permission to Surface Commingle Leases in Reeves County

Tom,

Thank you for your letter. We are diligently working with the Railroad Commission on this issue and they have informed us after substantial discussion and inquiry that there is no need for us to file for a P-17 (and that one would not be granted by them) because in their view we are not engaged in any surface commingling. As noted in our last call, we are now finalizing a process diagram that we will submit to you to confirm that we are not engaged in any surface commingling, as we initially believed at the time we sent you that letter (November 2017). We hope to have that diagram submitted to you and your department in the near future. Please reach out at any time should you wish to discuss this matter. Thank you for your assistance. Have a great weekend.

Doug

Douglas Prieto
Chief Commercial Officer
Atlantic Resources Company, LLC
300 North Marienfeld Street, Suite 1000

Midland, Texas 79701 Telephone: (432) 683-3272 Mobile: (432) 413-2439

Website: www.arcoperating.com

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From: Tom Ortiz [mailto:tom.ortiz@glo.texas.gov]

Sent: Friday, February 2, 2018 4:20 PM

To: Douglas Prieto <dprieto@arcoperating.com>

Cc: Robert Hatter < Robert. Hatter@GLO.TEXAS.GOV >; darlene.williams@rrc.texas.gov

Subject: Denial of Permission to Surface Commingle Leases in Reeves County

Mr. Prieto

Please find attached an electronic copy of a letter denying permission from GLO to surface commingle State Mineral Leases MF112682, MF112396, MF111869, MF117754, MF117755, MF117756, MF117757, MF117758, MF112451, MF112452, MF113664, MF115616, MF116656, MF118155, MF117612, MF114473, and MF116869 (Muddy Waters 30)

2H, BB King 32H, Gateway 22 2H, Orbison 28 Unit, Johnny Cash 23 Unit, Gateway 38 2H, State Dagger 37-48 Unit, State Clark 38-47 Unit, State Gateway 37-48 Unit, State Pedro 9). The original letter is en route to you via Certified Mail.

Sincerely

Thomas Manuel Ortiz, Ph.D., P.E. Petroleum Engineer Energy Resources Texas General Land Office tom.ortiz@glo.texas.gov 512-463-5296

Tom Ortiz

From:

Douglas Prieto <dprieto@arcoperating.com>

Sent:

Tuesday, December 5, 2017 12:31 PM

To:

Tom Ortiz

Cc:

Dale Sump; Robert Hatter; Neta Cornelison; Penny Parten

Subject:

RE: questions about surface commingling

Tom,

Thank you for your time this morning and thank you for the e-mail below. As noted on our call, I will begin working with our operations team to promptly submit the application per your instructions. I will have them reach out to you directly with any questions that may arise in connection with the application.

I look forward to speaking with Dale, and will loop in Penny Parten and Neta Cornelison (copied) from our finance/accounting department for those discussions.

Dale - Please let us know a convenient time to call you.

As discussed, we view the GLO as our partner in our operations and appreciate your assistance in addressing these issues.

Please let us know if you need anything else from us in the interim. Thank you again.

Doug

Douglas Prieto Atlantic Resources Company, LLC 300 North Marienfeld Street, Suite 1000 Midland, Texas 79701

Telephone: (432) 683-3272 Mobile: (432) 413-2439

Website: www.arcoperating.com

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From: Tom Ortiz [mailto:tom.ortiz@glo.texas.gov] Sent: Tuesday, December 5, 2017 11:26 AM

To: Douglas Prieto <dprieto@arcoperating.com>

Cc: Dale Sump <Dale.Sump@GLO.TEXAS.GOV>; Robert Hatter <Robert.Hatter@GLO.TEXAS.GOV>

Subject: questions about surface commingling

Doug

Thank you for taking the time to speak with me this morning regarding Atlantic Resources' surface commingling issues. As discussed, you will need to submit an application for approval to surface commingle your State leases and/or

pooled units. Guidelines for completing this application may be found at: http://www.glo.texas.gov/energy-business/oil-gas/mineral-leasing/commingling/index.html.

The documents required in our application include:

- 1. Copy of approved RRC P-17 surface commingling permit
- 2. Completed GLO Lease Table (template available at above Web site)
- 3. Process flow diagram(s) showing all wells, equipment (including meters) for all commingled leases from wellhead to custody transfer
- 4. Process narrative that describes the process flow diagrams and your metering scheme (including type of each meter)
- 5. Set of allocation examples (one for oil, one for gas) with sample calculations to illustrate your proposed allocation methodology
- 6. Surface plat showing all lease boundaries and well locations

A few things to be particularly aware of include:

- a. Verify that all sales and non-sales (e.g. flare, fuel, lift, vent, and instrument gas) dispositions of hydrocarbon are being metered or otherwise adequately accounted for
- b. Processed* gas must be allocated by component per API MPMS 20.1 §1.15.3; Non-processed* gas may be allocated by energy content (*terms defined in your lease)
- c. Each State lease or pooled unit must be individually separated (3-phase) and metered (oil, water, gas) before being commingled with any other production

You also had questions about liability for past commingling that occurred before Atlantic Resources took possession of the assets at issue. Dale Sump, Director of Minerals Audit, will be able to help you understand what to expect from the GLO audit and royalty payment processes. Dale may be reached at (512) 463-2921, and he has also been copied on this message.

Please let me know if I can assist you further as you prepare your commingling application.

Tom

Thomas Manuel Ortiz, Ph.D., P.E. Petroleum Engineer Energy Resources Texas General Land Office tom.ortiz@glo.texas.gov 512-463-5296

Tom Ortiz

From:

Tom Ortiz

Sent:

Tuesday, December 5, 2017 9:58 AM

To: Cc: Dale Sump Robert Hatter

Subject:

letter from Atlantic Resources requesting retroactive commingling approval

Attachments:

Atlantic Resources Letter 11282017.pdf

Dale

I received the attached letter yesterday, in which Atlantic Resources requests retroactive approval of their commingling of several leases. I will not be executing this document. I have a call in to Douglas Prieto, asking him to send our standard commingling application. Meanwhile, you may wish to be aware of their past commingling.

Tom

Thomas Manuel Ortiz, Ph.D., P.E. Petroleum Engineer Energy Resources Texas General Land Office tom.ortiz@glo.texas.gov 512-463-5296



PO Box 3759 Midland, TX 79702

300 North Marienfeld, Suite 1000 Midland, Texas 79701

P 432.683.3272 F 432.683.3244

November 28, 2017

VIA E-MAIL AND CERTIFIED U.S. MAIL RETURN RECEIPT NO. 7011 3500 0002 4956 7907

Texas Land General Land Office Attn: Mr. Drew Reid

1700 Congress Avenue Austin, Texas 78701

E-mail: Drew.Reid@GLO.TEXAS.GOV

RE: Request for consent to: (I) inject gas lift gas into a producing formation, and (II) (a) commingle production into a common gathering system and pipeline, and (b) utilize of an off-lease gas supply to inject gas for gas lift purposes into a producing formation

Dear Mr. Reid,

I hope that this letter finds you well. As you know, Atlantic Resources Company, LLC ("<u>Atlantic</u>") recently became the operator of certain oil and gas leases that were previously operated by Endurance Resources, LLC in Reeves and Culberson Counties, Texas (the "<u>Endurance Properties</u>"). In addition, Atlantic has recently drilled five horizontal wells in Reeves County, Texas (the "<u>Atlantic Wells</u>"), four of which are producing and one of which is currently uncompleted (but is expected to be completed in early 2018).

In connection with the integration of the Endurance Properties into Atlantic's operations, Atlantic has recently undertaken an internal process review with respect to our midstream gathering operations, gas lift processes and our royalty payment processes with regard thereto. As a result of the initial review phase of that review process, we have discovered that: (i) consent for part I of the captioned activities was, to our knowledge, not yet formally requested or granted, and (ii) that Atlantic has been over-reporting production, and consequentially, over-paying royalties to royalty owners, including the State of Texas, by inadvertently including in its production reporting gas lift gas volumes with respect to the Atlantic Wells and the Endurance Properties.

Further, Atlantic is utilizing a common gathering system (inclusive of buy-back metering and sales into a single pipeline) for the Endurance Properties and some of the Atlantic Wells and is in the process of expanding that system. In addition, we have recently signed an agreement with a third party midstream operator that will build a common gathering system for all of our wells over the next year. As a result, we believe it is necessary to request consent from the General Land Office for part II of captioned activities as is required under 31 TAC § 9.35(a)(3) and include in that request all of the wells that we currently operate that will be a part of that common gathering

Mr. Drew Reid General Land Office of the State of Texas November 28, 2017 Page -2-

system. We have included in the attached Exhibit "A" non-state wells so that you have a picture of all wells that will be a part of that common gathering system.

Therefore, Atlantic does hereby request consent from the General Land Office to be deemed effective as of January 1, 2017, to (I) inject gas lift gas, and (II) (a) commingle production into a common gathering system and pipeline, and (b) utilize an off-lease gas supply to inject gas for gas lift purposes for and among the oil and gas leases and wells described in Exhibit "A" that is attached hereto and incorporated herein for all purposes, with such specific activities being associated with certain wells as set forth in the attached exhibit.

As soon as it is able, Atlantic expects to submit to the General Land Office and the Texas Railroad Commission revised and corrected production reports that accurately reflect volumes used for gas lift gas from January 1, 2017 through the current production period. Atlantic will be working diligently on this effort, but it will take some time to reverse, revise and re-book every revenue entry for each entity that receives royalties.

In the interim, we respectfully request that you execute where indicated below to grant consent for the activities described above on behalf of the General Land Office of State of Texas.

We appreciate your consideration of our requests and your patience while we work to address the issues included in this letter. Please don't hesitate to contact us should you have any questions or concerns or wish discuss any of these matters. Thank you for your assistance.

Exhibit "A"

to

that certain letter from Atlantic Resources Company, LLC to the General Land Office of the State of Texas dated November 28, 2017

Reporting Customer ID: C00089494

Ban#: 3746

Requesting consent to utilize gas for gas lift purposes, commingle into common gathering system and pipeline and utilize off-lease gas for gas lift purposes for and among the following oil and gas leases:

State Lease#:

112682 Muddy Waters 30 2H

112396 BB King 32H 111869 Gateway 22 2H 117754 Orbison 28 Unit 117755 Orbison 28 Unit 117756 Orbison 28 Unit 117757 Orbison 28 Unit 117758 Orbison 28 Unit 117758 Orbison 28 Unit 112451 Johnny Cash 23 Unit 112452 Johnny Cash 23 Unit 113664 Johnny Cash 23 Unit

111869 Gateway 38 2H

115616 State Dagger 37-48 Unit 116656 State Dagger 37-48 Unit 118155 State Dagger 37-48 Unit 115616 State Clark 38-47 Unit 116656 State Clark 38-47 Unit 118155 State Clark 38-47 Unit 117612 State Gateway 37-48 Unit 111869 State Gateway 37-48 Unit 114473 State Gateway 37-48 Unit

116869 State Pedro 9#1 Well (Currently completing; not yet producting)

[Exhibit A continued on next page; remainder of page intentionally left blank]

Exhibit "A"

to

that certain letter from Atlantic Resources Company, LLC to the General Land Office of the State of Texas dated November 28, 2017

State and Fee Wells and Fee Lease Railroad Commission Lease Numbers:

Lease & Well	API number	RRC ID#	Field	County
50 Since 1997		5 7 570	ningle into common gathering system and pip ong the following wells and oil and gas lease:	
Allman 24#1H	4238936164	Pending	FORD, WEST (WOLFCAMP)	REEVES
Allman 24#6H	4238935082	Pending	FORD, WEST (WOLFCAMP)	REEVES
State BB King 32 #2H	4238934984	279613	FORD, WEST (WOLFCAMP)	REEVES
State Clark 38-47 #1H	4238935554	Pending	FORD, WEST (WOLFCAMP)	REEVES
State Dagger 37-48 #1H	4238935548	Pending	FORD, WEST (WOLFCAMP)	REEVES
State Gateway 22 #2H	4238934930	279412	FORD, WEST (WOLFCAMP)	REEVES
State Gateway 22 #6H	4238936304	not drilled	FORD, WEST (WOLFCAMP)	REEVES
State Gateway37-48#3H	4238935747	Pending	FORD, WEST (WOLFCAMP)	REEVES
State Gateway 38 #2H	4238935427	282664	FORD, WEST (WOLFCAMP)	REEVES
State Johnny Cash 23 #2H	4238935064	280225	FORD, WEST (WOLFCAMP)	REEVES
State Johnny Cash 23 #6H	4238936178	not drilled	FORD, WEST (WOLFCAMP)	REEVES
State Muddy Water 30 #2H	4238934985	279407	FORD, WEST (WOLFCAMP)	REEVES
Orbison 28 #12H	4238936187	not drilled	FORD, WEST (WOLFCAMP)	REEVES
Orbison 28 #6H	4238934995	280226	FORD, WEST (WOLFCAMP)	REEVES
Pedro State 9#1	4238935875	woc	FORD, WEST (WOLFCAMP)	REEVES
Santana 29 #2H	4238935266	281470	FORD, WEST (WOLFCAMP)	REEVES
Santana 29 #5H	4238934996	not drilled	FORD, WEST (WOLFCAMP)	REEVES
Santana 29 #6H	4238936291	not drilled	FORD, WEST (WOLFCAMP)	REEVES
Request to cor	mmingle produc	tion into a comn	non gathering system and pipeline ONLY	
Armstrong 59-3 #2H	4238934073	Pending	PAMELA, (SILURIAN)/Phantom (Wolfcamp)	REEVES
Armstrong State #1	4238932421	233022	PAMELA, (SILURIAN)	REEVES
GS State #1	4238932351	223353	PAMELA, (SILURIAN)	REEVES
Roberts State #1	4238934527	Not completed	Phantom (Wolfcamp)	REEVES
Brackenridge State 57-44 #1	4238932520	246223	TOYAH NW (SHALE)	REEVES
Harrison State 56-37 #1	4238932460	248871	TOYAH NW (SHALE)	REEVES
Harrison State 56-38 #3ST	4238932425	226710	TOYAH NW (SHALE)	REEVES

File No. MF 111869

RREVES County

Commingling Denial

Date Filed: 216/2019

George P. Bush, Commissioner

By Many M. Other

(44



TEXAS GENERAL LAND OFFICE

GEORGE P. BUSH, COMMISSIONER

March 5, 2018

Mary Quintana, Sr. Division Order Analyst Atlantic Resources Company 300 No. Marienfeld, Ste 1000 Midland, Texas 79701

RE: Assignment ID 10546 – MF111869 (see attached Exhibit "A")

Culberson & Reeves Counties

Dear Ms. Quintana:

The General Land Office received the following instrument and has filed it in the appropriate file.

Assignment, Bill of Sale and Conveyance, effective November 1, 2016, from Crown Oil Partners V, LP, Assignor to Atlantic Resources II Interests LLC, Assignee. Filed of record under Doc# 000000071 & 16-17146.

Filing fees in the amount of \$2,650.00 were received on the referenced assignment.

Please feel free to contact me at (512) 463-5407 or email <u>carl.bonn@glo.texas.gov</u> if you have further questions.

Best regards,

Carl Bonn, CPL

Mineral Leasing - Energy Resources

Exhibit "A"

Assign ID # 10546

Culberson & Reeves County

MF111869 A to G - Reeves

MF112396 - Reeves

MF112451 - Reeves

MF112452 - Reeves

MF112682 A to E (F to H released) - Reeves

MF113664 - Reeves

MF114473 A to N - Reeves

MF117612 - Reeves

MF117754 - Reeves

MF117757 - Reeves

MF117758 - Reeves

MF117877 - Culberson & Reeves

MF117878 - Culberson & Reeves

MF117884 - Reeves

MF118107 - Culberson & Reeves

Atlantic Resources II Interests LLC - P.O. Box 3759 - Midland, TX 79702

OU/124 Check Number

To: Texas General Land Office 1700 N. Congress Avenue Austin, TX 78701

Vendor Code TEX160 Check Date 12/20/2017 Check Amount \$7,950.00 eck Number 1075-7124

Invoice # Invoice Amt
12/18/2017 7,950.00
GLO Assignment Summary
Crown Oil Partners V, LP
Crump Energy Partners II, LLC
Nadel & Gussman Permian, LLC
Endurance Prospect





PO Box 3759 Midland, TX 79702

300 North Marienfeld, Suite 1000 Midland, Texas 79701 December 19, 2017

P 432.683.3272 F 432.683.3244

VIA CERTIFIED RETURN RECEIPT 7017 1000 0000 0573 0113

Texas General Land Office Mineral Leasing Division Attn: Carl Bonn 1700 N. Congress Ave., Room 600 Austin, Texas 78701-1495

RE: Assignment, Conveyance and Bill of Sale

Crown Oil Partners V, LP to Atlantic Resources II Interests LLC

Assignment, Conveyance and Bill of Sale Crump Energy Partners III, LLC to Atlantic Resources II Interests LLC

Assignment, Conveyance and Bill of Sale Nadel & Gussman Partners, LLC to Atlantic Resources II Interests LLC Reeves and Culberson Counties, Texas

Dear Mr. Bonn:

Pursuant to the requirements set forth by Status and in the State Surveyed School Land Lease Form Revised July, 2016, please find enclosed certified copies of that certain:

- Assignment, Conveyance and Bill of Sale between Crown Oil Partners V, LP, as "Grantor" to Atlantic Resources II Interests LLC, as "Grantee" effective November 1, 2016, (the "Effective Date") recorded as Instrument No. 16-17146 of the Official Public Records of Reeves County, Texas, filed of record on December 20, 2016, and recorded as Document # 02871 on December 21, 2016 in Culberson County, Texas, both covering the leases on Exhibit "A" of the Assignments.
- 2). Assignment, Conveyance and Bill of Sale between Crump Energy Partners II, LLC, as "Grantor" to Atlantic Resources II Interests LLC, as "Grantee" effective November 1, 2016, (the "Effective Date") recorded as Instrument No.16-17258 of the Official Public Records of Reeves County, Texas, filed of record on December 21, 2016, and recorded as Document # 02869 on December 21, 2016 in Culberson County, Texas, both covering the leases on Exhibit "A" of the Assignments.
- 3). Assignment, Conveyance and Bill of Sale between Nadel & Gussman, as "Grantor" to Atlantic Resources II Interests LLC, as "Grantee" effective November 1, 2016, (the "Effective Date") recorded as Instrument No. 16-17147 of the Official Public Records of Reeves County, Texas, filed of record on December 20, 2016, and recorded as Document # 02872 on December 21, 2016 in Culberson County, Texas, both covering the leases on Exhibit "A" of the Assignments.

All three assignments have the same Exhibit "A".

Also enclosed is check No. 7124 in amount of \$7,950.00 for Assignment Fee's at \$50.00 per State Lease. Please let me know if you require further information by contacting me at 432-683-3272 or by email at mquintana@arcoperating.com.

Sincerely,

Atlantic Resources Company, LLC

Mary Quintana

Sr. Lease/Division Order Analyst

/mq Enclosure Mail to: Texas General Land Office

Attn: Energy Resources

P.O. 12873

Austin, Texas 78711-2873

Texas General Land Office ASSIGNMENT SUMMARY

For General Land Office Use Only

DOCUMENT TYPE: (mark one):

Assignment

Deed of Trust

Merger/Name Change

Working Interest:

Remarks:

Overriding Royalty Interest:

ASSIGNMENT FEE: \$25 per State Lease (additional \$25 after 90 days)

INTEREST BEING CONVEYED: (mark one)

Other (explain):

DOCUMENT RECORDING INFORMATION: (Include all the counties covered by the properties listed below)

County	File No.	Culberson #	Execution Date/Effective Date
Reeves / Culberson	16-17146	2871	Dec. 16,2016/Nov. 1, 2016
Reeves / Culberson	16-17258	2869	Dec. 16,2016/Nov. 1, 2016
Reeves/Culberson	16-17147	2872	Dec. 16,2016/Nov. 1, 2016

FROM List all companies or individuals listed in this instrument who are transferring ownership interests, in whole or in part, in the leases shown below	TO List all companies or individuals listed in this in who are receiving ownership interests in the least below		GROSS WI OWNED BY ASSIGNOR	% GROSS WI TRANSFERRED BY ASSIGNOR	% GROSS WI RETAINED BY ASSIGNOR
1 Crown Oil Partners V, LP	Atlantic Resources II Interests LLC	1054	-6 100%	100%	0
2. Crump Energy Partners III, LLC	Atlantic Resources II Interests LLC	1054	10001	100%	0
3. Nadel & Gussman Partners, LLC	Atlantic Resources II Interests LLC	1054	8 /100%	100%	0
4.		1			

Attach additional pages as needed.

LEASES COVERED BY THIS TRANSFER:

State Lease #	COUNTY	BLOCK	SECTION	PART OF SECTION	DEPTH RESTRICTION
See Attached					
Exhibit "A"					

Preparer's Signature

Mary Quintana Name (please print)

Telephone Number

Lease Analyst

Title

December 18, 2017

1 am an authorized representative of the lessee(s) under the State of Texas leases identified herein and represent and certify to the Commissioner of the General Land Office that the information provided on this form is true and correct.

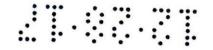
Atlantic Resources II Interests LLC

Company Name

Mailing Address P.O. Box 3759

Midland, Texas 79702

City/State/Zip



Crump Reves Co.

EXHIBIT A

	IN SAME STATE		LEAGE	Booker	200	在兴 德特	TO SEE	DW SINE	(数据图象)	LEBAL		10000000000000000000000000000000000000	LEASE !
PORGEOG	LBOOR -	CESSEP	BATE	PAGETA DOCUMENT	COUNTY	SECTION	BLOCK	ABSTRACT	SURVEY	DESCRIPTION	DESCRIPTIVE	ACRES.	RECOR
AUSTREAM	ALLISON RENEE	- Contract of the Contract of			-	-							
	PARKER - ST TX MF	LEGEND NATURAL			TX.				PSL /			1	
ateway 22	111869E	GAS IV LP	Sep 01 2010	882-615	Reeves	22	53	3570	HOPPER G	All	All depths	640,000	Active
oatoway 22	JLOYD PARKER III -	LEGEND NATURAL			TX.	1			PSL /				
ateway 22	ST TX MF 111869B	GAS IV LP	Sep 01 2010	882-605	Reeves	22	53	3570	HOPPER G	All	All depths	640,000	Active
ateway 22	JAMES BEASLEY	ONO IV CI	0.50 0.7 2.010		1100100								
	YOUNG III - ST TX	LEGEND NATURAL			TX.	1		1	PSL/	1			
Sateway 22	MF 111869C	GAS IV LP	Sep 01 2010	882-645	Reeves	22	53	3570	HOPPER G	All	All depths	640,000	Active
Alloway ZZ	MCCAMEY FARM	Orio IV E		-	-			-		-	1		-
	AND RANCH LP - ST	LEGEND NATURAL	-	1	TX.		1	1	PSL/	1		1	
ateway 22	TX MF 111869G	GAS IV LP	Sep 01 2010	882-595	Reeves	22	53	3570	A CONTRACTOR OF THE PARTY OF TH	All	All depths	640.000	Active
monny LL	MICHELLE E	0710 11 27	GOP OT BOTH			-	-	150,0					7.00.74
	JORDAN - ST TX MF	LEGEND NATURAL			TX.		1		PSL/				
ateway 22	111869F	GAS IV LP	Sep 01 2010	882-635	Reeves	22	53	3570	HOPPER G	All	All deoths	640,000	Active
monthly LL	PAMELA PARKER												
	CLIFTON - ST TX MF	LEGEND NATURAL		1	TX.			I	PSL/			1	
Sateway 22	111869A	GAS IV LP	Sep 01 2010	882-625	Reeves	22	53	3570	HOPPER G	All	All depths	640,000	Active
one of the	ROBBIN LEE										1	7.0.000	7.111.10
	YOUNG - ST TX MF	LEGEND NATURAL		1	TX.	1	ı		PSL/	1			
ateway 22	111869D	GAS IV LP	Sep 01 2010	882-655	Reeves	22	53	3570	HOPPER G	All	All depths	640,000	Active
	SANDRA											1	
	KORNEGAY				1		1			1			
ohnny Cash	METCALF ET AL-	PETROHAWK			TX.	1	l .	1	1	1			
3	ST TX MF 113684	PROPERTIES LP	Aug 26 2011	907-203	Reeves	23	53	4088	PSL	NW/4	All depths	160,250	Active
		ANGELLE &											-
Johnny Cash		DONOHUE OIL &			TX,	1	1	1	1	1		1	
3	ST TX M 112451	GAS PROPERTIES	Apr 05 2011	879-458	Reeves	23	53	3972	PSL	S/2 & NE/4	All depths	480,750	Active
		PETROHAWK			TX,								
Ulman 24	DONNA J SPIVEY	PROPERTIES LP	Aug 12 2011	899-82	Reeves	24	53	2294	PSL	All	All depths	640,000	Active
	JANIS DEE										-		1100110
	BOURLAND	PETROHAWK		1	TX.		1	1	1				
liman 24	HELMEY	PROPERTIES LP	Aug 12 2011	899-73	Reeves	24	53	2294	PSL	All	All depths	640,000	Active
	JEFFERY ALLAN	PETROHAWK			TX								
Jiman 24	WILSON	PROPERTIES LP	Aug 12 2011	899-85	Reeves	24	53	2294	PSL	All	All depths	640.000	Active
		PETROHAWK			TX,								
liman 24	LEWIS KEITH LYNN	PROPERTIES LP	Aug 12 2011	899-64	Reeves	24	53	2294	PSL.	All	All depths	640,000	Active
		PETROHAWK			TX.								
Jiman 24	MARY HUEBSCH	PROPERTIES LP	Aug 12 2011	899-76	Reeves	24	53	2294	PSL.	All	All depths	640,000	Active
	MICHAEL LYNN	PETROHAWK			TX,								
llman 24	BOURLAND	PROPERTIES LP	Aug 12 2011	899-67	Reeves	24	53	2294	PSL.	All	All depths	640.000	Active
		PETROHAWK			TX,								-
liman 24	TIM WILSON	PROPERTIES LP	Aug 12 2011	899-70	Reeves	24	53	2294	PSL	All	All depths	640,000	Active
		PETROHÁWK			TX.							1	-
Ilman 24	TOWANA SPIVEY	PROPERTIES LP	Aug 12 2011	899-61	Reeves	24	53	2294	PSL	All	All depths	640,000	Active
	WEETONA	PETROHAWK			TX,							5.0.000	
liman 24	STANLEY	PROPERTIES LP	Aug 12 2011	000 70	Reeves	24	53	2294	PSL	All	All depths	5000000	Active

True & Correct Copy of a document on file at Reeves County Texas, Dianne O. Florez, County Clerk Page of

LEASES

是是是			EFFECTIVE	PASE	STATE					LEGAL	DESCRIPTIVE	GROSS	RECOR
PROSPECT	LESSOR	LESSEE	DATE	POCUMENT	COUNTY	BECTION	BLOCK	ABSTRACT	SURVEY	DESCRIPTION	DEPTH	ACRES	STATUS
	WEETONA	PETROHAWK		-	TX.					NE/4 & NE/4 NW/4, S/2 SW/4 & S/2 S/2			
Allman 24	STANLEY	PROPERTIES LP	Aug 12 2011	899.79	Reeves	25	53	2293	PSL	N/2 SW/4	All depths	300,000	Active
Allitidi) 24	STANLET	PROPERTIES	nug iz zoii	00070	1100103	2.0	100	187 acs - A		102 01111	in dopuis		7 104.70
		ANGELLE &						3973, 374 acs - A 4129, 80 acs - A					
Johnny Cash		DONOHUE OIL &	105 0044	070 450	TX, Reeves	26	53	4182	PSL	All	All depths	641,000	Anthun
23	ST TX M 112452	GAS PROPERTIES	Apr 05 2011	879-452	Reeves	26	53	4102	PSL/	- All	All depuis	041,000	ACTIVE
Gateway 22	PARKER - ST TX MF	LEGEND NATURAL	Sep 01 2010	882-615	TX, Reeves	27	53	3568	HOPPER WM	N/2 & SW/4	All depths	480,700	Active
Gilloway 22	1110000	G/10 IV EI	0.00 0.12010						PSL/				
Gateway 22	J LOYD PARKER III - ST TX MF 111869B	LEGEND NATURAL GAS IV LP	Sep 01 2010	882-605	TX, Reeves	27	53	3568	HOPPER WM	N/2 & SW/4	All depths	480.700	Active
	JAMES BEASLEY								PSL/				
	YOUNG III - ST TX	LEGEND NATURAL			TX,				HOPPER				
Gateway 22	MF 111869C	GAS IV LP	Sep 01 2010	882-845	Reeves	27	53	3568	WM	N/2 & SW/4	All depths	480.700	Active
	MCCAMEY FARM AND RANCH LP - ST				TX.				PSL / HOPPER				
Gateway 22	TX MF 111869G	GAS IV LP	Sep 01 2010	882-595	Reeves	27	53	3568	WM	N/2 & SW/4	All depths	480.700	Active
	JORDAN - ST TX MF	LEGEND NATURAL GAS IV LP	Dec 04 0040	002 625	TX, Reeves	27	53	3568	PSL / HOPPER WM	N/2 & SW/4	All dooth a	400 700	
Gateway 22	111869F PAMELA PARKER	GAS IV LP	Sep 01 2010	882-635	Reeves	21	53	3008	PSL /	N/2 & SW/4	All depths	480,700	Active
	CLIFTON - ST TX MF	LEGEND NATURAL			TX.				HOPPER				
Gateway 22	111869A	GAS IV LP	Sep 01 2010	882-625	Reeves	27	53	3568	WM	N/2 & SW/4	All depths	480.700	Active
	ROBBIN LEE								PSL/				
	YOUNG - ST TX MF	LEGEND NATURAL			TX,				HOPPER				1
Gateway 22	111869D	GAS IV LP	Sep 01 2010	882-655	Reeves	27	53	3568	WM	N/2 & SW/4	All depths	480.700	Active
		ENDURANCE											
GLO 53 Sec	LOWE ROYALTY	RESOURCES			TX,		1						
28-33	PARTNERS LP	HOLDINGS II LLC	Jul 15 2015	1197-427	Reeves	36	53	2652	PSL	N/2	All depths	320,000	Active
		ENDURANCE			TX								
GLO 53 Sec	OT TV ME 447077	RESOURCES	I 05 0040	4000 0000	& Reeves		53	0010	PSL		An		12040
28-33	ST TX MF 117877	HOLDINGS II LLC	Jan 05 2016	1260-0206	& Reeves	28	53	2652	PSL	W/2	All depths	320,500	Active
GLO 53 Sec		ENDURANCE RESOURCES			TX, Culberson		12						
28-33	ST TX MF 117878	HOLDINGS II LLC	Jan 05 2016	1260-0195	& Reeves		53	2	PSL	All	All depths	641,000	Active
	ALLISON RENEE PARKER - ST TX MF				TX,					1	ги вориз	047.000	ACUVE
Gateway 34	111869E	GAS IV LP	Sep 01 2010	882-615	Reeves	34	53	3567	PSL	All	All depths	641,000	Active
	J LOYD PARKER III -	LEGEND NATURAL			TX,						- and and	011.000	7100140
Gateway 34	ST TX MF 111869B	GAS IV LP	Sep 01 2010	882-605	Reeves	34	53	3567	PSL	All	All depths	641,000	Active
	JAMES BEASLEY YOUNG III - ST TX	LEGEND NATÚRAL			TX,								
Gateway 34	MF 111869C	GAS IV LP	Sep 01 2010	882-645	Reeves	34	53	3567	PSL	All	All depths	641.000	Active
Gateway 34	MCCAMEY FARM AND RANCH LP - ST TX MF 111869G	LEGEND NATURAL GAS IV LP	Sep 01 2010	882-595	TX. Reeves	34	53	3567	PSL	All	All depths	641,000	Arthur
	MICHELLE E	LEGEND NATURAL			TX					-	ги аврита	641,000	Active
Gateway 34	111869F	GAS IV LP	Sep 01 2010	882-635	Reeves	34	53	3567	PSL	All	All depths	044 000	
			Cop C. Edit	1	1.100100	1-7	1-0	Inch!	1. OC	prist	I/u depuis	641.000	Active

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EXHIBIT A LEASES

			EFFECTIVE DATE	PAGE I	STATE!	SE WON	el cor	ABSTRACT -	Artonis'v.	LEGAL DESCRIPTION	DESCRIPTIVE	GROSS AGRES	RECOR
ROSPEGT		LESSEE	DARE	MENT DWEIL!	DESCRIPTION OF	DEC MOR	CLUVE	AUG IERL	HOUSE IN	DESCRIPTION.	WET SE	MUNES	STATE OF
	PAMELA PARKER	COTHO NATUDAL			TX.		1	1		1 '	1	1	
	CLIFTON - ST TX MF	LEGEND NATURAL	Sep 01 2010	000 006		34	53	3567	PSL	All	All deaths	641,000	A mellion
Sateway 34	111869A	GAS IV LP	Sep 01 2010	862-625	Reeves	34	53	3501	PSL	All	All depths	641.000	Active
	ROBBIN LEE												
20 25	YOUNG - ST TX MF	LEGEND NATURAL			TX,			0000	200	Lau			voies.
Sateway 34	111869D	GAS IV LP	Sep 01 2010	882-655	Reeves	34	53	3567	PSL	All	All depths	641.000	Active
Howlin Wolf	LOWE ROYALTY	ENDURANCE					1	1				1	
3lk 53 Sec	PARTNERS LP - ST	RESOURCES			TX,				PSLAL			1	Contraction of the Contraction o
5	TX MF 117612	HOLDINGS II LLC	Jul 15 2015	1202-0403	Reeves	35	53	3467	FORD	S/2 & NE/4	All depths	480.000	Active
		ENDURANCE											
Sateway fna	LOWE ROYALTY	RESOURCES		la company	TX,		Lan.						
Cottonwood	PARTNERS LP	HOLDINGS II LLC	Jul 15 2015	1202-0403	Reeves	36	53	2610	PSL	N/2	All depths	320.000	Active
lowlin Wolf	LOWE ROYALTY	ENDURANCE											
3lk 53 Sec	PARTNERS LP - ST	RESOURCES			TX.	i .	1		1	1		1	1
7	TX MF 117812	HOLDINGS II LLC	Jul 15 2015	1202-0403	Reeves	37	53	5968	PSL	W/2	All depths	320.000	Active
	ALLISON RENEE	I IOLDINGO II CLO	001102010	1202-0-100	1100103	-	100	0000	100	11112	raidopais	520.000	MOLIVO
		LEGEND NATURAL			TX,		1		1			1	1
	111869E	GAS IV LP	Sep 01 2010	002 015	Reeves	38	53	2981	PSL	All	All depths	641,000	Anthun
Sateway 38	JLOYD PARKER III -	LEGEND NATURAL	Sep 01 2010	802-015	TX.	30	00	2901	FOL	Poli.	Mil deptils	641.000	Active
			0 04 0040	000.005	Reeves	38	53	2981	PSL	40	All deaths		
Sateway 38	ST TX MF 111869B	GAS IV LP	Sep 01 2010	882-605	Reeves	36	53	2901	POL	All	All depths	641.000	Active
	JAMES BEASLEY				-		1		1				
	YOUNG III - ST TX	LEGEND NATURAL			TX,					1		1	1
Sateway 38	MF 111869C	GAS IV LP	Sep 01 2010	882-645	Reeves	38	53	2981	PSL	All	All depths	641.000	Active
	MCCAMEY FARM	and the second s					1						
	AND RANCH LP - ST	LEGEND NATURAL			TX,	1	i			Manager 1			1
Sateway 38	TX MF 111869G	GAS IV LP	Sep 01 2010	882-595	Reeves	38	53	2981	PSL	All	All depths	641,000	Active
	MICHELLEE				1								
		LEGEND NATURAL			TX.		1	1	1			1	
Gateway 38	111869F	GAS IV LP	Sep 01 2010	882-635	Reeves	38	53	2981	PSL	All	All depths	641,000	Action
Jaceway Jo	PAMELA PARKER	ONO IV EI	Gop or kore	002 000	1,00,00	00	-	2001	100	7311	rai deputa	041.000	ACIIVE
	CLIFTON - ST TX MF	LEGEND NATURAL			TX.		1	1	1				1
Sateway 38	111869A	GAS IV LP	Sep 01 2010	892 625	Reeves	38	53	2981	PSL	All	All double	044.000	
Sateway 38	ROBBIN LEE	GAS IV LP	Sep 01 2010	002-025	Reeves	30	53	2901	POL	MI	All depths	641,000	Active
		. COCHE LIATION			***								
	YOUNG - ST TX MF	LEGEND NATURAL			TX.					Law .	1505 167, 11589	G-5-2-950	45.00
Gateway 38	111869D	GAS IV LP	Sep 01 2010	882-655	Reeves	38	53	2981	PSL	All	All depths	641.000	Active
		ENDURANCE											
GLO 53 Sec	12000	RESOURCES			TX,		1					1	1
39-46	ST TX MF 117884	HOLDINGS II LLC	Jan 05 2016	1260-0184	Reeves	39	53		PSI	All	All depths	641.000	Active
				S. C. C. C.									
		ENDURANCE		1	TX,				1	1 1		I .	1
		RESOURCES			Culberson		1		1	1			l
SLO Sect 40	ST TX MF 118107	HOLDINGS II LLC	Jul 19 2016		& Reeves	40	53	2654	PSL	All	All depths	641,000	Arthua
	ALLISON RENEE		1		1					- 111	- il dopulo	041.000	Active
SLO 53 Sec		LEGEND NATURAL			TX.		1	1	1	1			
9-46	111869E	GAS IV LP	Sep 01 2010	882-815	Reeves	46	53	2657	PSL	All	All deaths		
SLO 53 Sec	J LOYD PARKER III -	LEGEND NATURAL	Gep 01 2010	002-010	TX	40	93	2001	FOL	All	All depths	641.000	Adive
9-46	ST TX MF 111869B	GAS IV LP	Sep 01 2010	882.605	Reeves	46	53	2007	ner			22222	
3-40	JAMES BEASLEY	GAS IV LP	Sep 01 2010	002-003	Keeves	40	33	2657	PSL	All	All depths	641.000	Active
		FORUM MATERIA											
SLO 53 Sec	YOUNG III - ST TX	LEGEND NATURAL	2002200		TX,		20	100000					I
9-46	MF 111869C	GAS IV LP	Sep 01 2010	882-845	Reeves	46	53	2657	PSL	All	All depths	641,000	Active
	MCCAMEY FARM												-
SLO 53 Sec	AND RANCH LP - ST	LEGEND NATURAL			TX,			1	1				1
9-46	TX MF 111869G	GAS IV LP	Sep 01 2010	882-595	Reeves	46	53	2657	PSL	All	All depths	641.000	Anthur
	MICHELLE E										i ii depina	041.000	Active
SLO 53 Sec	JORDAN - ST TX MF	LEGEND NATURAL			TX.			1					
9-46	111869F	GAS IV LP	Sep 01 2010	882-835	Reeves	46	53	2657	PSL	All	A.W		
	1	THE REAL PROPERTY.	COP OI ZUIU	405-000	II JUUTTOS	170	100	16001	IF OL	LAH	All depths	E41 000	Active

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EXHIBIT A

	TOWN SALES		LEASE &	PAGE	STATE	N and the last		1000	ROVER TO LA	LEGAL	DESCRIPTIVE	GROSS.	RECOR
ROSPECT	LESSOR	LESSEE	DATE	DOCUMENT	GOUNTY	SECTION	BLOCK	ABSTRACT	SURVEY	DESCRIPTION:	DEPIH	AQRES	STATU
No the State of the Control of the C	PAMELA PARKER				Li.								
SLO 53 Sec	CLIFTON - ST TX MF				TX,					1			
39-46	111869A	GAS IV LP	Sep 01 2010	882-625	Reeves	46	53	2657	PSL.	All	All depths	641.000	Active
	ROBBIN LEE				TX.	1		1	1			1	
SLO 53 Sec	YOUNG - ST TX MF	LEGEND NATURAL	0 04 0040	000 000	Reeves	46	53	2657	PSL.	All	All dombo	044 000	
9-46	111869D	GAS IV LP	Sep 01 2010	882-655	Reeves	46	53	2007	PSL.	All	All depths	641.000	Active
	ALLISON RENEE	LEGEND MATERIAL			TX.					N/2, SW/4 &			
	PARKER - ST TX MF	GAS IV LP	Sep 01 2010	902 646	Reeves	47	53	3569	PSL	W/2 SE/4	All depths	504.000	Anthon
Sateway 38	J LOYD PARKER III -	LEGEND NATURAL	Sep 01 2010	002-013	TX ·	47	55	3309	Pot.	N/2, SW/4 &	All depths	561.000	Active
	ST TX MF 111869B	GAS IV LP	Sep 01 2010	002.505	Reeves	47	53	3569	PSL	W/2 SE/4	All depths	561,000	
Sateway 38	JAMES BEASLEY	GAS IV LP	Sep U1 ZU10	002-005	Keeves	14/	53	2008	PaL	WIZ SEM	All depths	561,000	Active
	YOUNG III - ST TX	LEGEND NATURAL			TX.					N/2-SW/4 &	- 14		
		GAS IV LP	Sep 01 2010	002 646	Reeves	47	53	3569	PSL	W/2 SE/4	AW down	504 000	
Gateway 38	MF 111869C MCCAMEY FARM	GAS IV LP	Sep 01 2010	002-045	reeves	4/	53	2208	POL	W/Z SE/4	All depths	561.000	Active
	AND RANCH LP - ST	LEGEND NATURAL			TX.			1		N/2, SW/4 &			
Gateway 38	TX MF 111869G	GAS IV LP	Sep 01 2010	882.505	Reeves	47	53	3569	PSL	W/2 SE/4	All depths	561,000	Anthon
Saleway 30	MICHELLEE	GAG IV LF	36p 01 2010	7002-090	1,00403	141	00	3309	FOL	WIZ SEM	Andepuis	201.000	ACTIVE
	JORDAN - ST TX MF	LEGEND NATURAL	1		TX.		1			N/2, SW/4 &	1		
Gateway 38	111869F	GAS IV LP	Sep 01 2010	882.635	Reeves	47	53	3569	PSL	W/2 SE/4	All depths	561.000	Active
Saleway So	PAMELA PARKER	GAS IV LF	Jep 01 2010	7002-000	1100103	71	00	5503	FGL	WIZ SEP	All depails	301.000	Active
	CLIFTON - ST TX MF	LEGEND NATURAL	1		TX.	1				N/2, SW/4 &			
Sateway 38	111869A	GAS IV LP	Sep 01 2010	882-625	Reeves	47	53	3569	PSL	W/2 SE/4	All depths	561,000	Active
Jaionay 00	ROBBIN LEE	CO TO TO LO	GOP OT EGIC	TOOL OLG	1100100	1	-	0000	1 01	11/2 004	7 iii depiiia	501.000	MOUNT
	YOUNG - ST TX MF	LEGEND NATURAL	1		TX.					N/2, SW/4 &	1		
Gateway 38	111869D	GAS IV LP	Sep 01 2010	882-655	Reeves	47	53	3569	PSL	W/2 SE/4	All depths	561,000	Action
January 00	ALAN R ZEMAN - ST	PETROHAWK	asp or gore	002 000	TX.	1	-	0000	100	THE GOT	All depails	301.000	MOLIVE
Sateway 48	TX MF114473D	PROPERTIES LP	May 24 2012	951-763	Reeves	48	53	3628	PSL	W/2 SW/4	All depths	80,000	Active
outona _j .	ALLISON RENEE		111111111111111111111111111111111111111		1		-	-	1 01	THE GIVE	rui dupuia	00.000	MOTIVE
	PARKER - ST TX MF	LEGEND NATURAL		1	TX.		1	1	1	N/2. SE/4 & E/2		T	ı
Gateway 48	111869E	GAS IV LP	Sep 01 2010	882-615	Reeves	48	53	2980	PSL	SW/4	All depths	561,000	Action
omena) to		ST 10 17 10			1100100	-		2000	100	311/4	All dupula	301.000	VCUAR
	BARBARA		1		1			1	1				
	ELIZABETH			1	1	1		1	1			1	1
	JOHNSON DODSON	PETROHAWK		1	TX,	1		1	1	1			
Gateway 48	- ST TX MF114473K	PROPERTIES LP	May 24 2012	956-404	Reeves	48	53	3628	PSL	W/2 SW/4	All depths	80,000	Active
	BILLIE NELL		-									00.000	710010
	EASTLAND - ST TX	PETROHAWK .			TX,				1				l
Sateway 48	MF114473E	PROPERTIES LP	May 24 2012	951-755	Reeves	48	53	3628	PSL	W/2 SW/4	All depths	80,000	Active
	CHRISTINA C												
	STAPLETON ET AL -	PETROHAWK			TX,								
Sateway 48	ST TX MF114473C	PROPERTIES LP	May 24 2012	951-746	Reeves	48	53	3628	PSL	W/2 SW/4	All depths	80,000	Active
	and the second recognition	Bride Streets											1,000
		PETROHAWK		342	TX,	1		1	1			1	l
Sateway 48	ST TX MF114473L	PROPERTIES LP	May 24 2012	956-396	Reeves	48	53	3628	PSL	W/2 SW/4	All depths	80.000	Active
	J LOYD PARKER III -		Sharman and the same	The second second	TX,					N/2, SE/4 & E/2			
Sateway 48	ST TX MF 111869B	GAS IV LP	Sep 01 2010	882-605	Reeves	48	53	2980	PSL	SW/4	All depths	561,000	Active
	JAMES BEASLEY												
Not account of the last	YOUNG III - ST TX	LEGEND NATURAL			TX,				1	N/2, SE/4 & E/2			
Sateway 48	MF 111869C	GAS IV LP	Sep 01 2010	882-645	Reeves	48	53	2980	PSL	SW/4	All depths	561,000	Active
	JAMES G				Lagi						The second secon		
	CRAWFORD - ST TX		100 100 100 100 100		TX,								
Sateway 48	MF114473M	PROPERTIES LP	May 24 2012	956-388	Reeves	48	53	3628	PSL	W/2 SW/4	All depths	80.000	Active
	KARA L KEYZER ET												
	AL - ST TX	PETROHAWK PROPERTIES LP	May 24 2012		TX, Reeves	1000	53						
Sateway 48	MF114473B					48		3628	PSL	W/2 SW/4			

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EXHIBIT A

ROSPEGT	LESSOR	LESSEE	EFFECTIVE BATE	PAGES DOCUMENT	STATE!	SECTION	BLOCK	ABSTRACT	SURVEY	LEGAL.	DESCRIPTIVE DEP.TH	GROSS AGRES	HEGOT
Sateway 48	LYNN SWIGART - ST TX MF114473A	PETROHAWK PROPERTIES LP	May 24 2012	951-729	TX. Reeves	48	53	3628	PSL	W/2 SW/4	All depths	80,000	Active
Sateway 48	TX MF 111869G	LEGEND NATURAL GAS IV LP	Sep 01 2010	882-595	TX, Reeves	48	53	2980	PSL	N/2, SE/4 & E/2 SW/4	All depths	561,000	Active
Sateway 48	MICHELLE E JORDAN - ST TX MF 111869F	LEGEND NATURAL GAS IV LP	Sep 01 2010	882-635	TX, Reeves	48	53	2980	PSL	N/2, SE/4 & E/2 SW/4	All depths	561,000	Active
Sateway 48	PAMELA PARKER CLIFTON - ST TX MF 111869A	LEGEND NATURAL GAS IV LP	Sep 01 2010	882-625	TX. Reeves	48	53	2980	PSL	N/2, SE/4 & E/2 SW/4	All depths	561.000	Active
Sateway 48	RACHEL MORTON NIXON ET AL - ST TX MF114473J	PETROHAWK PROPERTIES LP	May 24 2012	955-216	TX, Reeves	48	53	3628	PSL	W/2 SW/4	All depths	80,000	Active
Sateway 48	ROBBIN LEE YOUNG - ST TX MF 111869D	LEGEND NATURAL GAS IV LP	Sep 01 2010	882-655	TX, Reeves	48	53	2980	PSL	N/2, SE/4 & E/2 SW/4	All depths	561,000	Active
Sateway 48	RONALD DAVID COODY ET AL - ST TX MF1144731	PETROHAWK PROPERTIES LP	May 24 2012	955-207	TX, Reeves	48	53	3628	PSL	W/2 SW/4	All depths	80,000	Active
Sateway 48	ROSS A GILSON ET AL - ST TX MF114473H	PETROHAWK PROPERTIES LP	May 24 2012		TX, Reeves	48	53	3628	PSL	W/2 SW/4	All depths	80.000	Active
Sateway 48	WILLIAM KINARD CROUCH - ST TX MF114473N	PETROHAWK PROPERTIES LP	May 24 2012		TX, Reeves	48	53	3628	PSL	W/2 SW/4	All depths		Active
Sateway 48	WILLIAM MILTON BEVILL ET AL - ST TX MF114473F	PETROHAWK PROPERTIES LP	May 24 2012		TX, Reeves	48	53	3628	PSL	W/2 SW/4	All depths		Active
Sateway 48	WORTH W ROSS ET AL - ST TX MF114473G	PETROHAWK PROPERTIES LP	May 24 2012	955-181	TX, Reeves	48	53	3628	PSL	W/2 SW/4	All depths	80.000	Active
	BLAKE OIL AND GAS	PETROHAWK	0.405.004	040 400	TX,					E/2 SE/4 &	Surface to 100' below the deepest		4. 2.
Orbison 28	CORPORATION CARTER JONOTHAN	PROPERTIES LP	Oct 05 2011	910-163	Reeves	28	56	5016	PSL	SW/4 SE/4	producing Interval	120.000	Active
Orbison 28	COLEMAN - ST TX MF 117757 CARTER	PETROHAWK PROPERTIES LP	Aug 30 2011	907-211	Reeves	28	56	5967	PSL	N/2 NE/4 & SE/4 NE/4	All depths	119.780	Active
Orbison 28	JONOTHAN COLEMAN - ST TX MF 117757	PETROHAWK PROPERTIES LP	Aug 30 2011	907-211	TX, Reeves	28	56	5704	PSL	W/2	All depths	319.140	Active
Orbison 28	BANK OF AMERICA, N.A., TRUSTEE OF THE CHARLES R. MEEKER TRUST, U/A DATED JULY 6, 1992, AMENDED AND RESTATED JUNE 5, 1998	PETROHAWK PROPERTIES LP	Apr 28 2011	882-197	TX, Reeves	28	56	5967	PSL	N/2 NE/4 & SE/4 NE/4	Surface to the stratigraphic equivalent of the base of the Wolfcamp Formation	119.780	Active
orbison 28	DAVID R SCYOC	PETROHAWK PROPERTIES LP	Nov 01 2011	913-371	TX, Reeves	28	56	5018	PSL	E/2 SE/4 & SW/4 SE/4	All depths	120,000	

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EXHIBIT A

SOR:: SARRISON ST; JOYCE MAS VIDUALLY AND STEE NOES A LARD - EASED - ST TX 117757 NCES A LARD - EASED - ST TX 117757 HAWKINS JR ST TX MF	PROPERTIES LP	Feb 08 2011 Aug 30 2011		TX, Reeves	SECTION 28	BLOCK 56	ABSTRACT 5875	PSL	DESCRIPTION S/2 NW/4 SE/4			Active
SARRISON ST; JOYCE MAS ST; JOYCE MAS STEE NCES A LARD- EASED - ST TX NCES A LARD- EASED - ST TX HAWKINS JR ST TX MF	PETROHAWK PROPERTIES LP PETROHAWK PROPERTIES LP	Feb 08 2011 Aug 30 2011	878-904	TX, Reeves				PSL				
NCES A LARD - EASED - ST TX 17757 NCES A LARD - EASED - ST TX 17757 HAWKINS JR - ST TX MF	PETROHAWK PROPERTIES LP	Aug 30 2011		TX,	28	56	58/5	PSL	S/2 NW/4 SE/4	All depths	20,000	Active
LARD - EASED - ST TX 17757 NCES A LARD - EASED - ST TX 17757 HAWKINS JR - ST TX MF	PROPERTIES LP PETROHAWK		907-220				1					
LARD - EASED - ST TX 117757 HAWKINS JR - ST TX MF		Aug 30 2011			28	56	5967	PSL	N/2 NE/4 & SE/4 NE/4	All depths	119,780	Active
ST TX MF		ring 00 2011	907-220	TX, Reeves	28	56	5704	PSL	W/2	All depths	319.140	Active
	PETROHAWK PROPERTIES LP	Mar 03 2011	880-621	TX, Reeves	28	56	5704	PSL	W/2	Surface to 100' below the base of the Wolfcamp Formation	319.140	Active
RISON TRUST DDY HARRISON STEE	ENDURANCE RESOURCES LLC	Aug 31 2015	1107.0156	TX, Reeves	28	56	5967	PSL	N/2 NW/4 SE/4	Surface to 100' below the stratigraphic equivalent of the base of the Wolfcamp	20 222	Anthon
HOLT BELL	RESOURCES LLC	Aug 31 2013	1197-0156	Reeves	20	36	2867	POL	NVZ NW/4 SE/4	Formation	20.000	Active
JILL PERRY T - ST TX MF	PETROHAWK PROPERTIES LP	Aug 30 2011	907-217	TX, Reeves	28	56	5967	PSL	N/2 NE/4 & SE/4 NE/4	All depths	119.780	Active
	PETROHAWK PROPERTIES LP	Aug 30 2011	907-217	TX, Reeves	28	56	5704	PSL	W/2	All depths	319.140	Active
TIME BENEFIT H MEEKER ET ST TX MF	PETROHAWK PROPERTIES LP	Feb 09 2011	878-807	TX, Reeves	28	56	5967	PSL	N/2 NE/4 & SE/4 NE/4	Surface to 100' below the stratigraphic equivalent of the base of the Wolfcamp Formation		
KER STMENTS INC - X MF 117758	PETROHAWK PROPERTIES LP	Feb 09 2011	886-508	TX, Reeves	28	56	5967	PSL	N/2 NE/4 & SE/4 NE/4	Surface to 100' below the stratigraphic equivalent of the base of the Wolfcamp Formation	119,780	
				TX,								
TX MF 117754		Feb 09 2011	878-803	Reeves	28	56	5858	PSL	SW/4 NE/4	All depths	40.000	Active
	PROPERTIES LP	Feb 09 2011	878-806	Reeves	28	56	5016	PSL		All depths	120,000	Active
	PROPERTIES LP	Feb 09 2011	878-805	TX, Reeves	28	56	5016	PSL	E/2 SE/4 &	Total Control of the	A	
X	PETROHAWK	Apr 11 2011	BBC 504	TX,	20	56	5016		E/2 SE/4 &	All depths	120.000	ALIVE
KIS X	ER TMENTS INC- MF 117758 LEE BINGHAM K MF 117754 RT J HOOK ET	ER TMENTS INC- MF 117758 PETROHAWK PROPERTIES LP PETROHAWK PROPERTIES LP LEE BINGHAM EMF 117754 PROPERTIES LP PETROHAWK PROPERTIES LP PETROHAWK PROPERTIES LP PETROHAWK PROPERTIES LP PETROHAWK PROPERTIES LP PETROHAWK PROPERTIES LP PETROHAWK PROPERTIES LP PETROHAWK PROPERTIES LP PETROHAWK PROPERTIES LP PETROHAWK PROPERTIES LP PETROHAWK	ER TMENTS INC - PETROHAWK PROPERTIES LP Feb 09 2011 Feb 09 2011	MEEKER ET PETROHAWK PROPERTIES LP Feb 09 2011 878-807	MEEKER ET PETROHAWK PROPERTIES LP Feb 09 2011 878-807 Reeves	MEEKER ET PETROHAWK PROPERTIES LP Feb 09 2011 878-807 TX, Reeves 28	MEEKER ET PETROHAWK PROPERTIES LP Feb 09 2011 878-807 Reeves 28 56	MEEKER ET PETROHAWK PROPERTIES LP Feb 09 2011 878-807 TX, Reeves 28 56 5967	MEEKER ET T.T.X MF PETROHAWK PROPERTIES LP Feb 09 2011 878-807 Reeves 28 56 5967 PSL	MEEKER ET T.T.X MF PETROHAWK PROPERTIES LP Feb 09 2011 878-807 TX, Reeves 28 56 5967 PSL SE/4 NE/4	Delow the Strailgraphic Strailgraphic	Delow the stratigraphic equivalent of the base of the Wolfcamp TX, PETROHAWK PROPERTIES LP Feb 09 2011 878-807 Reeves 28 56 5967 PSL SE/4 NE/4 Formation 119.780

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EXHIBIT A LEASES

1270019		以	REASE &	BOOKI		100	A STATE OF THE STA		The second	MEGAL		anone.	SEASE
ROSPECT	I PSSOD	LESSEE	DATE	PAGE /	COUNTY	SECTION	BLOCK	ABSTRACT	SURVEY	DESCRIPTION	DESCRIPTIVE	ACRES	RECORD
- Modeling 1	WILLIAM PERRY		The state of the s			Students of Lincoln St.		March Scholards		The state of the s	A TOTAL STATE OF THE PARTY OF T	The state of the s	
	COLEMAN- ST TX	PETROHAWK			TX,				G	N/2 NE/4 &		1 1000000000000000000000000000000000000	
Orbison 28	MF 117757	PROPERTIES LP	Aug 30 2011	907-214	Reeves	28	56	5967	PSL	SE/4 NE/4	All depths	119.780	Active
	WILLIAM PERRY					1							
	COLEMAN - ST TX	PETROHAWK			TX,								
Orbison 28	MF 117757	PROPERTIES LP	Aug 30 2011	907-214	Reeves	28	56	5704	PSL	W/2	All depths	319.140	Active
Orbison 28	WINDI GRIMES SOLE TRUSTEE OF THE AWP, 1983 TRUST - ST TX MF	PETROHAWK PROPERTIES LP	Feb 09 2011	886-506	TX, Reeves	28	56	5967	PSL	N/2 NE/4 & SE/4 NE/4	Surface to 100' below the stratigraphic equivalent of the base of the Wolfcamp Formation	119.780	Active
OIDISON 20	1117700	PETROHAWK	10000000	1000 000	TX,			-			-	110.100	T TOUT O
Santana 29	DONNA J SPIVEY	PROPERTIES LP	Aug 12 2011	899-82	Reeves	29	56	2292	PSL.	All	All depths	640.000	Active
Santana 20	JANIS DEE	THOI ENTILOUS	ring in hori	00000	1100100	100	100	12.00	1000	-	rai doparo	040,000	richito
	BOURLAND	PETROHAWK		1	TX.					1		1	1
Santana 29	HELMEY	PROPERTIES LP	Aug 12 2011	800.73	Reeves	29	56	2292	PSL	All	All depths	640.000	Active
Santana 29	JEFFERY ALLAN	PETROHAWK	Aug 12 2011	000-70	TX.	2.0	00	2.602	FOL	All	Mil depuis	040,000	Active
Santana 29	WILSON	PROPERTIES LP	Aug 12 2011	800.85	Reeves	29	56	2292	PSL	All	All depths	640,000	Action
Santana 29	WILDON	PETROHAWK	Aug 12 2011	088-00	TX,	20	100	2202	FOL	- All	Mildebilis	040.000	ACTIVE
Santana 29	LEWIS KEITH LYNN	PROPERTIES LP	Aug 12 2011	1000.64	Reeves	29	56	2292	PSL	All	All depths	640,000	A attion
Sarrana 29	LEANIS KEILLI CLIMA	PETROHAWK	Aug 12 2011	000-04	TX.	2.0	00	2202	POL.	MI	All depths	640.000	Active
Contact 00	MARY HUEBSCH	PROPERTIES LP	Aug 12 2011	900 76	Reeves	29	56	2292	PSL	All	All depths	640.000	
Santana 29			Aug 12 2011	888-10		29	20	2282	PSL	All	All depths	640.000	Active
0	MICHAEL LYNN .	PETROHAWK	A 40 0044	900 07	TX.	100	50	2202	nei		40 4	0.40.000	
Santana 29	BOURLAND	PROPERTIES LP	Aug 12 2011	889-01	Reeves	29	56	2292	PSL	All	All depths	640.000	Active
		PETROHAWK		200 70	TX,	-							
Santana 29	TIM WILSON	PROPERTIES LP	Aug 12 2011	899-70	Reeves	29	58	2292	PSL	All	All depths	640.000	Active
		PETROHAWK		000 04	TX, Reeves	29	56	2292	PSL	All			
Santana 29	TOWANA SPIVEY	PROPERTIES LP	Aug 12 2011	899-61		29	20	2292	PSL	All	All depths	640.000	Active
C 00	WEETONA	PETROHAWK PROPERTIES LP	Aug 12 2011	000.70	TX, Reeves	29	56	2292	PSL	All	All double		
Santana 29	STANLET	PROPERTIES LP	Aug 12 2011	099-79	Keeves	28	20	2292	PSL	All	All depths	640.000	Active
Muddy Water 30	DONNA J SPIVEY - ST TX MF 112682H	PETROHAWK PROPERTIES LP	Feb 09 2011	880-593	TX, Reeves	30	56	2291	PSL	NE/4	Surface to 100' below the base of the Wolfcamp Formation	160.000	Active
			N .	1	1	1			1		Surface to 100'		
	DOLINA LEDNEY	PETROHAWK		1	TV	1	1		1	1	below the base of	1	1
Muddy water 30	DONNA J SPIVEY - ST TX MF 112682H	PROPERTIES LP	Feb 09 2011	000 600	TX,	30	56	2004	no.		the Wolfcamp	10.000	Total Tree
30	JANIS DEE	PROPERTIES LP	Feb 09 2011	990-593	Reeves	30	20	2291	PSL	NW/4 SE/4	Formation	40.000	Active
	BOURLAND			1	1	1		1	1		Surface to 100"	1	
Maria Maria		PETROHAWK		1	TV	1	1		1		below the base of	1	1
Muddy Water 30	112682A	PROPERTIES LP	F-1-00-0044	000 000	TX,						the Wolfcamp	1/2/2/2010/01/2	
30		PROPERTIES LP	Feb 09 2011	880-579	Reeves	30	56	2291	PSL	SW/4	Formation	160,000	Active
	JANIS DEE										Surface to 100'		
	BOURLAND	DESTRUCTION OF THE PROPERTY OF		1			1		1	NW/4 & E/2	below the base of		1
Muddy Water		PETROHAWK			TX,		1.0			SE/4 & SW/4	the Wolfcamp		
30	112682A	PROPERTIES LP	Feb 09 2011	880-579	Reeves	30	56	2291	PSL	SE/4	Formation	280,000	Active
	JANIS DEE BOURLAND										Surface to 100'		
Muddy Water	HELMEY - ST TX MF	PETROHAWK	7	1	TV	1		1			below the base of		
			Feb 00 001	000 670	TX,					I	the Wolfcamp		
30	112682A	PROPERTIES LP	Feb 09 2011	880-579	Reeves	30	56	2291	PSL	NW/4 SE/4	Formation	40.000	Active
	ICCCCDY ALLAN										Surface to 100'		
Manufacture 18/400	JEFFERY ALLAN	DETROUANK			774			1	1		below the base of		
Muddy Water 30	WILSON - ST TX MF	PETROHAWK PROPERTIES LP	F-1-00 000	000 007	TX,						the Wolfcamp		
30	1126820	PROPERTIES LP	Feb 09 2011	1880-607	Reeves	30	56	2291	PSL.	NE/4	Formation	160.000	Active

True & Correct Copy of a document on file at Reeves County Texas, Dianne O. Florez, County Clerk Page 22 of 30

EXHIBIT A

PROSPECT	LESSOR	Page	EFFECTIVE DAME	PAGE /	STATE	SEDITO	MBLDOK	ABSTRACT	SURVEY	LEGAL DESCRIPTION	DESCRIPTIVE	AORES	TEASE TRECORD SYATUS
Muddy Water	JEFFERY ALLAN WILSON - ST TX MF	PETROHAWK PROPERTIES LP	Feb 09 2011		TX, Reeves	30	56	2291	PSL	NW/4 SE/4	Surface to 100' below the base of the Wolfcamp Formation		Active
	JEFFERY ALLAN WILSON - ST TX MF 112682D	PETROHAWK PROPERTIES LP	Feb 09 2011		TX. Reeves	30	56	2291	PSL	NW/4 & E/2 SE/4 & SW/4 SE/4	Surface to 100' below the base of the Wolfcamp Formation	280.000	
Muddy Water			Feb 09 2011		TX, Reeves	30	56	2291	PSL	NW/4 & E/2 SE/4 & SW/4 SE/4	Surface to 100' below the base of the Wolfcamp Formation	280.000	
Muddy Water		PETROHAWK PROPERTIES LP	Feb 09 2011		TX, Reeves	30	56	2291	PSL	NW/4 SE/4	Surface to 100' below the base of the Wolfcamp Formation		Active
Muddy Water	MARY HUEBSCH - ST TX MF 112682G	PETROHAWK PROPERTIES LP	Feb 09 2011	880-551	TX, Reeves	30	56	2291	PSL	NE/4	Surface to 100' below the base of the Wolfcamp Formation	160.000	Active
Muddy Water	MARY HUEBSCH- ST TX MF 112682G	PETROHAWK PROPERTIES LP	Feb 09 2011	880-551	TX, Reeves	30	56	2291	PSL.	NW/4 SE/4	Surface to 100' below the base of the Wolfcamp Formation	40.000	Active
Muddy Water 30	MICHAEL LYNN BOURLAND - ST TX MF 112682B	PETROHAWK PROPERTIES LP	Feb 09 2011	880-565	TX, Reeves	30	56	2991	PSL	SW/4	Surface to 100' below the base of the Wolfcamp Formation	160,000	Active
Muddy Water	MICHAEL LYNN BOURLAND - ST TX MF 112682B	PETROHAWK PROPERTIES LP	Feb 09 2011	880-565	TX, Reeves	30	56	2991	PSL	NW/4 & E/2 SE/4 & SW/4 SE/4	Surface to 100' below the base of the Wolfcamp Formation	280,000	Active
Muddy Water 30	MICHAEL LYNN BOURLAND - ST TX MF 112682B	PETROHAWK PROPERTIES LP	Feb 09 2011	880-565	TX, Reeves	30	56	2991	PSL	NW/4 SE/4	Surface to 100' below the base of the Wolfcamp Formation	40.000	Active
Muddy Water	TIM WILSON - ST TX	PETROHAWK PROPERTIES LP	Feb 09 2011	880-572	TX, Reeves	30	56	2291	PSL	NE/4	Surface to 100' below the base of the Wolfcamp Formation	160.000	
	TIM WILSON - ST TX MF 112682E		Feb 09 2011	880-572	TX, Reeves	30	56	2291	PSL	NW/4 SE/4	Surface to 100' below the base of the Wolfcamp Formation		Active
Muddy Water	TIM WILSON - ST TX MF 112682E	PETROHAWK PROPERTIES LP	Feb 09 2011	880-572	TX, Reeves	30	56	2291	PSL.	NW/4 & E/2 SE/4 & SW/4 SE/4	Surface to 100' below the base of the Wolfcamp Formation	280.000	
Muddy Water 30	TOWANA SPIVEY - ST TX MF 112682I	PETROHAWK PROPERTIES LP	Feb 09 2011	880-600	TX, Reeves	30	56	2291	PSL	NE/4	Surface to 100' below the base of the Wolfcamp Formation	160.000	Active
Gateway fna Cottonwood	TOWANA SPIVEY - ST TX MF 112682I	PETROHAWK PROPERTIES LP	Feb 09 2011	880-600	TX, Reeves	30	56	2291	PSL	NW/4 SE/4	Surface to 100' below the base of the Wolfcamp Formation	40.000	Active

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EXHIBIT A

PROSPECT	(ESSOR	LEDSEE	EFFECTIVE BATE	PAGE!	BYATE /	SECTION	BLDCK	ABSTRACT	SURVEY	LEGAL DESCRIPTION			PEGORD STAPUS
Muddy Water	WEETONA STANLEY - ST TX MF 112682F	PETROHAWK PROPERTIES LP	Feb 09 2011	880-586	TX, Reeves	30	56	2291	PSL	NE/4	Surface to 100' below the base of the Wolfcamp Formation	160,000	
	WEETONA STANLEY - ST TX MF 112682F	PETROHAWK PROPERTIES LP	Feb 09 2011		TX, Reeves	30	56	2291	PSL	NW/4 SE/4	Surface to 100' below the base of the Wolfcamp Formation	40.000	Active
BB King 32	DELA MINERALS INC - ST TX MF112396	PETROHAWK PROPERTIES LP	Jan 21 2011	878-760	TX, Reeves	32	56	2642	PSL	All	Surface to 100' below the base of the Wolfcamp Formation	640.000	
			-								TOTAL	13,045,152	

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Dianne O. Florez, County Clerk
Page Of 30

Crump Culberson Co.

EXHIBIT A

		LESSEE	EFFECTIVE DATE	PAGE I	STATE!	sec nov	BI OCK	ABSTRACT	SUPVEY	LEGAL.	DESCRIPTIVE	GROSS ACRES	RECORD
PROSPECT	LESSOR	LE39SE	DATE	DOCUMENT	COUNTY	SECTION	BLUCK	ABSTRUCT	JOR VET	NE/4 & NE/4	DEPIN	AGRES	STATUS
Allman 24	WEETONA STANLEY	PETROHAWK PROPERTIES LP	Aug 12 2011	899-79	TX. Reeves	25	53	2293	PSL	NW/4, 5/2 SW/4 & S/2 S/2 N/2 SW/4	All depths	300.000	Active
Johnny Cash	ST-TX M 112452	ANGELLE & DONOHUE OIL & GAS PROPERTIES	Apr 05 2011		TX. Reaves	26	53	187 acs - A 3973, 374 acs - A 4129 80 acs - A 4182	PSL	All	All depths	641.000	
	PARKER - ST TX MF				TX,				PSL / HOPPER				
Gateway 22	111869E	GAS IV LP	Sep 01 2010	882-615	Reeves	27	53	3568	WM	N/2 & SW/4	All depths	480.700	Active
Gateway 22	J LOYD PARKER III - ST TX MF 111869B	LEGEND NATURAL GAS IV LP	Sep 01 2010	882-605	TX. Reeves	27	53	3568	PSL / HOPPER WM	N/2 & SW/4	All depths	480.700	Active
	JAMES BEASLEY YOUNG III - ST TX	LEGEND NATURAL			TX	27			PSL / HOPPER				
Galeway 22	MF 111869C MCCAMEY FARM AND RANCH LP - ST	GAS IV LP	Sep 01 2010	882-845	Reeves	27	53	3568	PSL / HOPPER	N/2 & SW/4	All depths	480 700	Active
Galeway 22	TX MF 111869G MICHELLE E	GAS IV LP	Sep 01 2010	882-595	Reeves	27	53	3568	WM PSL/	N/2 & 5W/4	All depths	480 700	Active
Gateway 22	JORDAN - ST TX MF 111869F	LEGEND NATURAL GAS IV LP	Sep 01 2010	882-635	TX, Reeves	27	53	3568	HOPPER WM	N/2 & SW/4	All depths	480.700	Active
Gateway 22	PAMELA PARKER CLIFTON - ST TX MF 111869A	LEGEND NATURAL	Sep 01 2010	882-825	TX. Reaves	27	53	3568	PSL / HOPPER WM	N/2 & SW/4	All depths	480.700	Artnua
	ROBBIN LEE YOUNG - ST TX MF	LEGEND NATURAL			TX				PSL / HOPPER				
Gateway 22 GLO 53 Sec	LOWE ROYALTY	GAS IV LP ENDURANCE RESOURCES	Sep 01 2010		Reeves TX.	27	53	3568	WM	N/2 & SW/4	All depths	480.700	
28-33	PARTNERS LP	HOLDINGS II LLC	Jul 15 2015	1197-427	Reeves	36	53	2852	PSL	N/2	All depths	320.000	Active
GLO 53 Sec 28-33	ST TX MF 117877	ENDURANCE RESOURCES HOLDINGS II LLC	Jan 05 2016	1260-0206	TX. Culberson & Résves	28	53	2662	PSL	W/2	All depths	320.500	Active
GLO 53 Sec		ENDURANCE RESOURCES			TX, Culberson	-							
28-33	ST TX MF 117878 ALUSON RENEE	HOLDINGS II LLC	Jan 05 2016	1260-0195	& Reeves	33	53	2	PSL	All	All depths	641.000	Active
Gateway 34	PARKER - ST TX MF 111869E	LEGEND NATURAL GAS IV LP	Sep 01 2010	882-615	TX, Reeves	34	53	3567	PSL	AR	All depths	641,000	Active
Saleway 34	J LOYD PARKER III - ST TX MF 111869B	LEGEND NATURAL GAS IV LP	Sep 01 2010	882-605	TX. Reeves	34	53	3567	PSL	All	All depths	641.000	Active
Saleway 34	JAMES BEASLEY YOUNG III - ST TX MF 111889C	LEGEND NATURAL GAS IV LP	Sep 01 2010	882-645	TX. Reeves	34	53	3587	PSL	All	All depths	641.000	Active
Galeway 34	MCCAMEY FARM AND RANCH LP - ST TX MF 111869G	LEGEND NATURAL GAS IV LP	Sep 01 2010	882-595	TX, Reeves	34	53	3567	PSL.	All	All depths	641.000	Active
Galeway 34	MICHELLE E JORDAN - ST TX MF 111869F	LEGENO NATURAL GAS IV LP	Sep 01 2010	882-635	TX. Reeves	34	53	3567	PSL	All	All depths	641.000	Active

EXHIBIT A

			EFFECTIVE	PAGE!	STATE		100		NAME OF THE PARTY OF	LEGAL	DESCRIPTIVE	GROS8	LEASE
PROSPECT		LESSEE	DATE	DOCUMENT	COUNTY	SECTION	BLOCK	ABSTRACT	SURVEY	DESCRIPTION		ACRES	STATUS
	PAMELA PARKER					1						Division	DINIOS
	CLIFTON - ST TX MF	LEGEND NATURAL			TX	1						1	1
Gateway 34		GASNLP	Sep 01 2010	882-625	Reeves	34	53	3587	PSL	All	All depths	641,000	Action
	ROBBIN LEE				-	1					rin dopaid	941,000	Active
	YOUNG - ST TX MF	LEGEND NATURAL			TX.	1		1			1		1
Gateway 34	111869D	GAS IV LP	Sep 01 2010	882-655	Reeves	34	53	3567	PSL	All	All depths		
Howfin Wolf	LOWE ROYALTY	ENDURANCE			-	1	-	0001	1.00	7311	All depuis	541.000	Activa
Bik 53 Sec	PARTNERS LP - ST	RESOURCES		1	TX	1		1	PSLAL				
35	TX MF 117612	HOLDINGS II LLC	Jol 15 2015	1202-0403	Reeves	35	53	3457	FORD	CONTRACTOR	4.00	14400000	Accessors to
-		ENDURANCE	000 10 20 10	1202-0403	ricevas	130	33	3401	FORU	S/2 & NE/4	All depths	480.000	Active
Gateway fna	LOWE ROYALTY	RESOURCES			TX								
Cottonwood	PARTNERS LP	HOLDINGS II LLC	LITTEDATE	1202-0403	Reeves						- SANTAN SANTAN		
Howlin Wolf	LOWE ROYALTY	ENDURANCE	Jul 15 2016	1202-0403	Reeves	36	53	2610	PSL	N/2	All depths	320.000	Active
Bik 53 Sec	PARTNERS LP - ST												
37	TX MF 117612	RESOURCES	0.000000000		TX.	lane.	electric	WILLIAM TO THE PROPERTY OF THE	10.00	lane.			
37	ALUSON RENEE	HOLDINGS II LLC	Jul 15 2015	1202-0403	Reeves	37	53	5968	PSL	W/2	All depths	320,000	Active
					24167								
	PARKER - ST TX MF		100000000000000000000000000000000000000	and the second second	TX			1					
Gateway 38		GAS IV LP	Sep 01 2010	882-515	Reeves	38	53	2981	PSL	All	All depths	641 000	Active
	J LOYD PARKER III -	LEGEND NATURAL			TX							-	-
Gateway 38	ST TX MF 111869B	GAS IV LP	Sep 01 2010	882-605	Reaves	38	53	2981	PSL	All	All depths	641,000	Artive
	JAMES BEASLEY											-	-
	YOUNG III - ST TX	LEGEND NATURAL			TX								
Gateway 35	MF 111889C	GAS IV LP	Sep 01 2010	882-645	Reeves	38	53	2981	PSL	All	All depths	641,000	Antice
	MCCAMEY FARM				1		-	-	-	1.50	rui depuid	041.000	Active
	AND RANCH LP - ST	LEGEND NATURAL			TX								
Gateway 38	TX MF 111869G	GAS IV LP	Sep 01 2010	882-595	Reeves	38	53	2981	PSL	All	All depths		
	MICHELLEE				1	-		2001	1.05	741	Vii nahitis	641,000	Active
	JORDAN - ST TX ME	LEGEND NATURAL			TX.				l	1			
Galeway 38	111859F	GAS IV LP	Sep 01 2010	002.625	Reeves	38	53	2981		100	55 A 10	1	
and and	PAMELA PARKER	O'TO TO CO	96P V12010	002-033	Keeves	30	03	2951	PSL	All	All depths	641.000	Active
	CLIFTON - ST TX MF	LEGEND MATURAL			TX.								
Gateway 38	111869A	GAS IV LP	Sep 01 2010	000 000		20				L			
Cinchay 00	ROBBIN LEE	OND IV LF	Sep 01 2010	062-625	Reeves	38	53	2981	PSL	All	All depths	841.000	Active
	The second state of the se	LEGEND NATURAL	4								a contract of the second		
Gateway 38	111869D				TX.			- Contract	and the same	aw .			
CHIOWRY 30		GAS IV LP	Sep 01 2010	882-655	Reeves	38	53	2981	PSL	Alt	All depths	641,000	Active
GLO 53 Sec		ENDURANCE							The state of the s	A COLUMN TO THE OWNER OF THE OWNER O			
		RESOURCES		otal a some or out of	TX.	Lean I			non-term	2777			
39-46	ST TX MF 117884	HOLDINGS II LLC	Jan 05 2016	1260-0184	Reeves	39	53		PSI	All	All depths	641.000	Active
					1800						7		
		ENDURANCE	1		TX.			1				1	
Day Borney Company		RESOURCES			Culberson	4						1 1	
GLO Sect 40		HOLDINGS II LLC	Jul 19 2016		& Reeves	40	53	2654	PSL	Ali	All depths	641 000	Artiva
	ALLISON RENEE	DANSON UND SO										031,000	7101110
GLO 53 Sec		LEGEND NATURAL			TX,	_							
39-46		GAS IV LP	Sep 01 2010	882-615	Reeves	46	53	2657	PSL	All	All depths	641,000	Action
GLO 53 Sec	J LOYD PARKER III -	LEGEND NATURAL			TX.				-			041,000	ricuve
39-46	ST TX MF 111869B	GAS IV LP	Sep 01 2010	882-605	Reeves	46	53	2657	PSL	All	All depths	641,000	Katina
	JAMES BEASLEY		,					11.17		100	y de paris	541.000	ACTIVE
SLO 53 Sec	YOUNG III - ST TX	LEGEND NATURAL			TX.								
39-46		GAS IV LP	Sep 01 2010	882-845		46	53	2657	PSL	All	All depths	844 000	
	MCCAMEY FARM					-		1001		100	ин верина	641.000	ACIVE:
3LO 53 Sec	AND RANCH LP - ST	LEGEND NATURAL			TX				1				
39-48		GASIVLP	Sep 01 2010	882.595	Reeves	45	53	2657	PSL	All	All doubles		
	MICHELLE E		Sup 5 - 2010	002.000	136460		-	2001	rut.	All	All depths	641.000	Active
OLO 53 Sec		LEGEND NATURAL	1		TX.								
9-46		GAS IV LP	Sep-01 2010	002 626		46	53	2007	nei.	***			
	1110001	ONO IV LP	OCD 01 2010	002-030	Reeves	90	DQ:	2657	PSL	All	All depths	641,000	Artive



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ASSIGNMENT, BILL OF SALE AND CONVEYANCE

This document prepared by, and when recorded return to:

Atlantic Resources II Interests LLC 300 N. Marienfeld, Suite # 600 Midland, Texas 79701

Attention:

William Abney

Telephone:

432-682-3272

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

ASSIGNMENT, BILL OF SALE AND CONVEYANCE

This Assignment, Bill of Sale and Conveyance (this "Conveyance") from Crown Oil Partners V. LP, a Texas limited partnership with an address at 4000 N. Big Spring, Suite 310, Midland, Texas 79705 (herein called "Grantor") to Atlantic Resources II Interests LLC, a Delaware limited liability company with an address at 300 N. Marienfeld Street, Suite # 600, Midland, Texas 79701 (herein called "Grantee") is executed on the dates set forth in the respective notary certifications below, but effective for all purposes as of 12:01 a.m. local time in Dallas, Texas on November 1, 2016 (the "Effective Date").

RECITALS

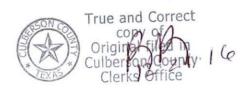
WHEREAS, Grantor owns interests in and to certain oil and gas leases, units, lands, and other assets as more specifically set forth herein; and

WHEREAS, pursuant to that certain Purchase and Sale Agreement by and among Grantor and Grantee dated as of December 9, 2016 (the "Purchase Agreement"), Grantor has agreed to convey to Grantee certain undivided interests in and to the Properties (as hereinafter defined).

CONVEYANCE

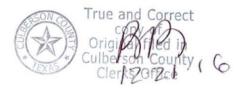
NOW THEREFORE, Grantor, for Ten Dollars (\$10.00) and other good and valuable consideration (the receipt and sufficiency of which are hereby acknowledged), does hereby GRANT, BARGAIN, SELL, CONVEY, ASSIGN, TRANSFER, SET OVER, and DELIVER unto Grantee, the following described properties, rights and interests:

(a) All rights, titles and interests of Grantor in and to the oil, gas and/or mineral leases which are described on **Exhibit A** hereto and any ratifications or amendments to such leases (the "**Leases**");





- (b) Without limitation of the foregoing, all other right, title and interest (of whatever kind or character, whether legal or equitable, and whether vested or contingent) of Grantor in and to the Hydrocarbons in and under or that may be produced from the lands and depths described on Exhibit A hereto or described in any of the Leases (the "Lands") (including, without limitation, interests in oil, gas and/or mineral leases, overriding royalties, production payments, net profits interests, fee mineral interests, fee royalty interests and other interests insofar as they cover such lands), even though Grantor's interest therein may be incorrectly described in, or omitted from, such Exhibit A:
- (c) All rights, titles and interests of Grantor in and to, or otherwise derived from, all presently existing and valid oil, gas and/or mineral unitization, pooling, and/or communitization agreements, declarations and/or orders (including, without limitation, all units formed under orders, rules, regulations, or other official acts of any federal, state or other Governmental Authority having jurisdiction, and voluntary unitization agreements, designations and/or declarations) to the extent that they relate to any of the properties described in subsections (a) and (b) above;
- (d) All rights, titles and interests of Grantor in and to the oil, condensate, natural gas, injection, salt water disposal or water wells, whether producing, non-producing, shut-in or temporarily abandoned, located on the Oil and Gas Properties, including, without limitation, those listed on Exhibit A hereto (the "Wells");
- (e) All rights, titles and interests of Grantor in and to all presently existing and valid Applicable Contracts, including production sales contracts, operating agreements, and other agreements and Contracts, in each case, to the extent that they relate to any of the other Properties;
- (f) All rights, titles and interests of Grantor in and to all materials, supplies, machinery, equipment, facilities, improvements and other personal property and fixtures (including, but not by way of limitation, all pumping units, flowlines, tanks, buildings, injection facilities, saltwater disposal facilities, compression facilities, gathering systems, and other equipment) located on and/or appurtenant to the Oil and Gas Properties and used in connection with the exploration, development, operation or maintenance thereof (collectively, the "Equipment");
- (g) All rights, titles and interests of Grantor in and to all easements, servitudes, rights of way and surface leases or, to the extent assignable, other rights to the surface as well as any franchises, licenses, authorizations, permits, approvals, consents, certificates and other rights granted by third Persons and similar rights and interests, in each case, appurtenant to or used in connection with the other Properties, including those described on Exhibit A-1 hereto;
- (h) All rights, titles and interests of Grantor in and to the fee surface ownership of the properties described on Exhibit A-2 hereto;
- (i) All rights, titles and interests of Grantor in and to (A) trade credits, accounts receivable, notes receivable, take-or-pay amounts receivable, and other receivables and general





intangibles, attributable to the Properties with respect to periods of time from and after the Effective Date; and (B) liens and security interests in favor of Grantor or its Affiliates, whether choate or inchoate, under any Law or Contract to the extent arising from, or relating to, the ownership, operation, or sale or other disposition on or after the Effective Date of any of the Properties or to the extent arising in favor of Grantor as the operator or non-operator of any Oil and Gas Property;

- (j) All rights, titles and interests of Grantor in and to oil, condensate, natural gas, natural gas liquids, and other minerals ("Hydrocarbons") produced from the Oil and Gas Properties after the Effective Date; and, to the extent related or attributable to the Oil and Gas Properties, all production, plant, and transportation imbalances as of the Effective Date; and all make-up rights with respect to take-or-pay payments:
- (k) all rights of Grantor to audit the records of any Person and to receive refunds or payments of any nature, and all amounts of money relating thereto, to the extent such rights arise on or after the Effective Date or relate to Assumed Liabilities or other matters for which Grantee is responsible under the Purchase Agreement;
- (l) all seismic, geological or geophysical information constituting proprietary data, studies, core samples, maps, related technical data and any other seismic, geological or geophysical information covering or related to the Oil and Gas Properties which the Grantor is not prohibited by agreement from transferring to Grantee other than any such information licensed from non-Affiliate Persons that cannot be transferred without additional consideration to such non-Affiliate Persons and for which Grantee has not agreed (in its sole discretion) to pay such additional consideration ("G&G Data"); and
- (m) except to the extent the transfer or disclosure thereof would be restricted by binding obligations of confidentiality (which, at the request of Grantee, Grantor will endeavor in good faith to have lifted, provided that Grantor shall not be required to expend any funds that Grantee does not agree in writing to pay in connection therewith at the time such funds are due and payable), all of the data (other than any seismic data that is not G&G Data) that is owned or licensed by Grantor (or any of its Affiliates)), files, records, maps and information, whether held in hard copy or electronic format, in Grantor's possession or to which Grantor has rights pursuant to any Applicable Contract, in each case, that are primarily related to any of the other Properties, including all land, title and contract files and operations, accounting, environmental, production and Tax records relating to Asset Taxes with respect to such properties and assets; but excluding, however, any such data, files, records, maps and information solely to the extent containing any data or information included in or relating to the Excluded Properties or to the extent related to Grantor's business generally.

The properties, rights and interests specified in the foregoing subsections (a), (b), (c), and (d). except for the Excluded Properties as defined below, are herein sometimes collectively called the "Oil and Gas Properties," and individually an "Oil and Gas Property," and the properties, rights and interests specified in the foregoing subsections (a), (b), (c), (d), (e), (f), (g), (h), (i), (j), (k), (l)





and (m) except for the Excluded Properties, are herein sometimes collectively called the "Properties" and individually a "Property."

EXCEPTING AND RESERVING to Grantor, however, the Excluded Properties (as defined below).

- (a) All rights and causes of action in favor of Grantor arising, occurring or existing in connection with the Properties or the operation of or production from the Oil and Gas Properties (including, but not limited to, any and all contract rights, claims, receivables, revenues, recoupment rights, recovery rights, accounting adjustments, mispayments, erroneous payments or other claims of any nature in favor of Grantor, provided that rights to insurance proceeds are handled under item (d) below), in each case, to the extent such claims or causes of action (i) arise prior to the Effective Date and are not related to Assumed Liabilities or other matters which Grantee is responsible for under the Purchase Agreement, or (ii) are related to Retained Liabilities or other obligations retained by Grantor under the Purchase Agreement;
 - (b) Any accounts payable accruing before the Effective Date;
- (c) All limited liability company, financial, Income Tax and legal records (other than the Leases, Applicable Contracts and title records) of Grantor;
- (d) Subject to Section 13.1 of the Purchase Agreement, all rights and interests of Grantor (i) under any policy or agreement of insurance or indemnity other than to the extent relating to Assumed Liabilities or other matters for which Grantee is responsible under the Purchase Agreement, (ii) under any bond, or (iii) to any insurance or condemnation proceeds or awards arising, in each case, from acts, omissions or events or damage to or destruction of property;
- (e) All Hydrocarbon production from or attributable to the Properties with respect to all periods prior to the Effective Date, including as described in Section 11.1(h)(i) of the Purchase Agreement and all proceeds attributable thereto;
- (f) Properties excluded from the purchase and sale contemplated by the Purchase Agreement under Section 6.2 or Section 7.8(c) of the Purchase Agreement;
- (g) Copies (but not the originals) of all files, as described in Section 10.1 of the
 Purchase Agreement;
- (h) All deposits, cash, checks, funds and accounts receivable or received attributable to Grantor's interests in the Properties with respect to any period of time prior to the Effective Date except to the extent relating to the Assumed Liabilities or other matters for which Grantee is responsible under the Purchase Agreement, including, without limitation, Section 11.6 of the Purchase Agreement;

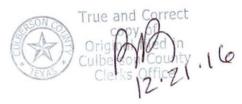




- (i) All computer or communications software (including tapes, data and program documentation and all tangible manifestations and technical information relating thereto) owned, licensed or used by Grantor;
- (j) Any logo, service mark, copyright, trade name or trademark of or associated with Grantor or any Affiliate of Grantor or any business of Grantor or of any Affiliate of Grantor;
- (k) Any documents withheld or not transferred pursuant to Section 10.1 of the Purchase Agreement;
- (l) Any files, records, information, or data to the extent that Grantor is legally prevented from disclosing or transferring such property to Grantee as a result of confidentiality arrangements or contractual requirements with non-Affiliate Persons, provided that Grantor shall use commercially reasonable efforts to get waivers of such restrictions from such Persons (such commercially reasonable efforts shall not include the payment of fees unless Grantee has agreed in writing to pay such fees by such time as they become due);
- (m) Any and all claims of Grantor or any of its Affiliates for refunds of, rights to receive funds from any Governmental Authority relating to, credits attributable to, or the right to report loss carryforwards of Grantor or any of its Affiliates relating to, or similar Tax assets relating to (i) Asset Taxes attributable to any period (or portion thereof) prior to the Effective Date (as determined in accordance with **Section 15.1** of the Purchase Agreement). (ii) Income Taxes imposed on Grantor or any of its Affiliates, (iii) any Taxes attributable to the Excluded Properties or (iv) any other Taxes relating to the ownership or operation of the Properties or the production of Hydrocarbons or the receipt of proceeds therefrom that are attributable to any period (or portion thereof) ending prior to the Effective Date;
 - (n) Any seismic data that is not G&G Data; and
- (o) All right, title and interest of Grantor in and to the assets described on **Exhibit B** attached hereto.

These excluded properties, rights and interests specified in the immediately preceding subsections (a) through (o), inclusive, are collectively referred to as the "Excluded Properties." Grantee shall not be responsible for, and Grantor expressly retains, all liabilities related to the Excluded Properties, whether such liabilities arise before or after the Effective Date. It is understood that certain of the Excluded Properties may not be embraced by the term Properties. The fact that certain properties, rights and interests have been expressly excluded is not intended to suggest that had they not been excluded they would have constituted Properties and shall not be used to interpret the meaning of any word or phrase used in describing the Properties.

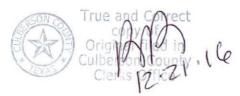
TO HAVE AND TO HOLD the Properties unto Grantee, its successors and assigns, forever, subject, however, to the terms and conditions of this Conveyance and the Purchase Agreement.





GRANTOR, FOR A PERIOD OF TWO (2) YEARS AFTER THE EXECUTION OF THIS CONVEYANCE BY GRANTOR, WARRANTS DEFENSIBLE TITLE (AS SUCH TERM IS DEFINED IN THE PURCHASE AGREEMENT) TO THE PROPERTIES, SUBJECT TO THE TERMS AND CONDITIONS OF THE PURCHASE AGREEMENT, UNTO GRANTEE, ITS SUCCESSORS AND ASSIGNS, AGAINST ALL PERSONS CLAIMING OR TO CLAIM THE SAME OR ANY PART THEREOF BY, THROUGH, OR UNDER GRANTOR, BUT NOT OTHERWISE. Grantor hereby assigns to Grantee all rights, claims, and causes of action on title warranties given or made by Grantor's predecessors in interest, and Grantee is specifically subrogated to all rights which Grantor has, or may have, against its predecessors in interest, to the extent that Grantor may legally transfer such rights and grant such subrogation.

THE SPECIAL WARRANTY OF TITLE SET FORTH ABOVE AND THE EXPRESS REPRESENTATIONS AND WARRANTIES OF GRANTOR CONTAINED IN SECTION 4.1 IN THE PURCHASE AGREEMENT (COLLECTIVELY, THE "GRANTOR'S WARRANTIES") ARE EXCLUSIVE AND ARE IN LIEU OF ALL OTHER REPRESENTATIONS AND WARRANTIES, EXPRESS, IMPLIED, STATUTORY OR OTHERWISE AND GRANTOR EXPRESSLY DISCLAIMS ANY AND ALL SUCH OTHER REPRESENTATIONS AND WARRANTIES. WITHOUT LIMITATION OF THE FOREGOING AND EXCEPT FOR GRANTOR'S WARRANTIES, THE PROPERTIES ARE CONVEYED PURSUANT HERETO WITHOUT (a) ANY WARRANTY OR REPRESENTATION, WHETHER EXPRESS, IMPLIED, **STATUTORY** OTHERWISE, RELATING TO (i) TITLE TO THE PROPERTIES, OR THE CONDITION, QUANTITY, OR QUALITY OF THE PROPERTIES, (ii) THE ACCURACY OR COMPLETENESS OF ANY DATA, REPORTS, RECORDS, PROJECTIONS, INFORMATION OR MATERIALS NOW, HERETOFORE OR HEREAFTER FURNISHED OR MADE AVAILABLE TO GRANTEE IN CONNECTION WITH THE PURCHASE AGREEMENT, (iii) PRICING ASSUMPTIONS, OR QUALITY OR QUANTITY OF HYDROCARBON RESERVES (IF ANY) ATTRIBUTABLE TO THE PROPERTIES OR THE ABILITY OR POTENTIAL OF THE PROPERTIES TO PRODUCE HYDROCARBONS, (iv) THE ENVIRONMENTAL CONDITION OF THE PROPERTIES, BOTH SURFACE AND SUBSURFACE, (v) THE STATUS OF THE TO COMPLIANCE PROPERTIES WITH RESPECT WITH ENVIRONMENTAL LAWS OR ANY LAW OF THE TEXAS RAILROAD COMMISSION RELATING TO SPACING, DENSITY, SETBACKS, SPECIFICATIONS OR GRADES FOR EQUIPMENT OR MATERIALS, WELL INTEGRITY OR CONSTRUCTION, AND THE PROTECTION OF CORRELATIVE RIGHTS IN HYDROCARBONS, OR (vi) ANY OTHER MATTERS CONTAINED IN ANY MATERIALS FURNISHED OR MADE AVAILABLE TO GRANTEE BY GRANTOR OR BY GRANTOR'S AGENTS OR REPRESENTATIVES, OR (b) ANY OTHER EXPRESS, IMPLIED, STATUTORY OR OTHER WARRANTY OR REPRESENTATION WHATSOEVER. LIMITING GRANTOR'S WARRANTIES OR GRANTEE'S RIGHTS UNDER ARTICLE VII OR ARTICLE XII OF THE PURCHASE AGREEMENT OR UNDER THIS CONVEYANCE OR ANY OTHER CONVEYANCE EXECUTED PURSUANT TO THE



PURCHASE AGREEMENT, GRANTEE SHALL BE DEEMED TO HAVE INSPECTED THE PROPERTIES FOR ALL PURPOSES AND SATISFIED ITSELF AS TO THEIR PHYSICAL AND ENVIRONMENTAL CONDITION, BOTH SURFACE AND SUBSURFACE, INCLUDING BUT NOT LIMITED TO CONDITIONS SPECIFICALLY RELATED TO THE PRESENCE OR RELEASE OF HAZARDOUS MATERIAL, INCLUDING HAZARDOUS SUBSTANCES, SOLID WASTES, ASBESTOS AND OTHER MAN MADE FIBERS, OR NATURALLY OCCURRING RADIOACTIVE MATERIALS. EXCEPT FOR THE GRANTOR'S WARRANTIES, GRANTOR FURTHER DISCLAIMS ANY REPRESENTATION OR WARRANTY, EXPRESS, STATUTORY OR IMPLIED, OF RIGHTS OF A PURCHASER UNDER APPROPRIATE STATUTES TO CLAIM DIMINUTION OF CONSIDERATION OR RETURN OF THE PURCHASE PRICE, IT BEING EXPRESSLY UNDERSTOOD AND AGREED BY THE PARTIES HERETO THAT WITHOUT LIMITING GRANTOR'S WARRANTIES OR GRANTEE'S RIGHTS UNDER ARTICLE VII OR ARTICLE XII OF THE PURCHASE AGREEMENT OR UNDER THIS CONVEYANCE OR ANY OTHER CONVEYANCE EXECUTED PURSUANT TO THE PURCHASE AGREEMENT, GRANTEE SHALL BE DEEMED TO BE OBTAINING THE PROPERTIES, INCLUDING, WITHOUT LIMITATION, THE EQUIPMENT COMPRISING PART OF THE PROPERTIES, IN THEIR PRESENT STATUS, AND CONDITION, "AS IS" AND "WHERE IS" WITH ALL FAULTS OR **DEFECTS** (KNOWN OR UNKNOWN, LATENT, DISCOVERABLE UNDISCOVERABLE), AND THAT GRANTEE HAS MADE OR CAUSED TO BE MADE SUCH INSPECTIONS AS GRANTEE DEEMS APPROPRIATE TO ENTER INTO THIS CONVEYANCE AND, HAS MADE SUCH INSPECTIONS AS GRANTEE DEEMS APPROPRIATE TO CONSUMMATE THE TRANSACTION CONTEMPLATED HEREBY. GRANTOR AND GRANTEE AGREE THAT, TO THE EXTENT REQUIRED BY APPLICABLE LAW TO BE EFFECTIVE, THE DISCLAIMERS OF CERTAIN REPRESENTATIONS AND WARRANTIES CONTAINED IN THIS PARAGRAPH ARE "CONSPICUOUS" DISCLAIMERS FOR THE PURPOSE OF ANY APPLICABLE LAW.

This Conveyance is made subject to the terms and conditions of the Purchase Agreement. which terms are hereby incorporated into this Conveyance by reference for all purposes; however third parties may conclusively rely upon this Conveyance to vest title to the Properties in Grantee. The Purchase Agreement contains certain representations, warranties and agreements between the parties, some of which may survive the delivery of this Conveyance, as provided for therein. Capitalized terms used herein but not defined shall have the meanings assigned to such terms in the Purchase Agreement. In the event of a conflict between the terms of this Conveyance and the Purchase Agreement the terms of the Purchase Agreement shall control for all purposes.

Grantor agrees to execute and deliver to Grantee, from time to time, such other and additional instruments, notices, division orders, transfer orders and other documents, and to do all such other and further acts and things as may be necessary to more fully and effectively grant, convey and assign to Grantee the Properties.

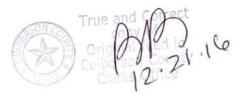


This Conveyance shall bind and inure to the benefit of the parties hereto and their respective successors and assigns.

This Conveyance, and all claims arising in connection with or related hereto, or the negotiation, execution or performance hereof (whether in contract or tort), shall, without regard to principles of conflicts of Law, be construed and enforced in accordance with and governed by the Laws of the state of Texas applicable to contracts made and to be performed entirely within such state and the Laws of the United States of America. EACH PARTY HERETO WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY ACTION, SUIT OR PROCEEDING ARISING OUT OF OR RELATING TO THIS CONVEYANCE.

This Conveyance is being executed in several counterparts all of which are identical except that, to facilitate recordation, certain counterparts hereof may contain only that portion of Exhibit A which contains specific descriptions of properties located in the recording jurisdiction in which the particular counterpart is to be recorded, with other portions of Exhibit A being included in such counterparts by reference only. All of such counterparts together shall constitute one and the same instrument.

[Remainder of page intentionally left blank; signature page follows.]





IN WITNESS WHEREOF this Conveyance has been executed by Grantor and Grantee on the date of its acknowledgment below but shall be effective as to runs of oil and deliveries of gas, and for all other purposes, as of the Effective Date.

GRANTOR:

Crown Oil Partners V, LP

Name: Brandon Black
Title: Vice President

GRANTEE:

Atlantic Resources II Interests LLC

By: _____ Name: R.A. Jennings

Title: Chief Executive Officer

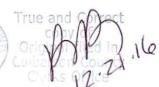




Ten	
STATE OF TEXAS	§
\mathcal{M}	§
COUNTY OF MOLAND	§
The foregoing instrument was ackn Brandon Black, as Vice President behalf of the limited partnership.	owledged before me this 15 TH day of December, 2016, by of Crown Oil Partners V, LP, a Texas limited partnership, on
SARAH TISDALE SEMER Notary Public, State of Texas Comm. Expires 03-29-2020 Notary ID 128936570	Solah Jisdel Somet
(Notary Seal)	My Commission Expires: March 29, 2020
STATE OF	§
	§
COUNTY OF	§
The foregoing instrument was acknown R.A. Jennings, as Chief Executive limited liability company, on behalf	Notary Public
	My Commission Expires:
(Notary Seal)	

Acknowledgement Page to Assignment, Bill of Sale and Conveyance





IN WITNESS WHEREOF this Conveyance has been executed by Grantor and Grantee on the date of its acknowledgment below but shall be effective as to runs of oil and deliveries of gas, and for all other purposes, as of the Effective Date.

GRANTOR:

Crown Oil Partners V, LP

By:

Name: Brandon Black Title: Vice President

GRANTEE:

Atlantic Resources II Interests LLC

Name: R.A. Jenuings

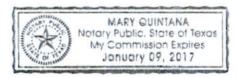
Title: Chief Executive Officer





STATE OF	§	
	§	
COUNTY OF	§	
	nowledged before me this day of of Crown Oil Partners V, LP, a Texas limited partn	
	Notary Public My Commission Expires:	
(Notary Seal)		
STATE OF Jegas	§	
2 1	§	
COUNTY OF Midland	§	
	11 11 C 11 1 th	

The foregoing instrument was acknowledged before me this 1672 day of Docale. 2016, by R.A. Jennings, as Chief Executive Officer of Atlantic Resources II Interests LLC, a Delaware limited liability company, on behalf of the limited liability company.



Notary Public

My Commission Expires: 01-09-17

(Notary Seal)

Acknowledgement Page to Assignment, Bill of Sale and Conveyance

EXHIBIT A LEASES

PROSPECT	LESSOR	LESSEE	LEASE & EFFECTIVE DATE	PAGE / DOCUMENT	STATE /	SECTION	BLOCK	ABSTRACT	SURVEY	LEGAL DESCRIPTION	DESCRIPTIVE	GROSS	RECORD
	ALLISON RENEE			- Journal I		CLUTION	DLOCK	MD31FOAC1	SURVET	DESCRIPTION	DEPTH	ACRES	STATUS
	PARKER - ST TX MF	LEGEND NATURAL			TX.				PSL/				
Gateway 22	111869E	GAS IV LP	Sep 01 2010	882-615	Reeves	22	53	3570	HOPPER G	All	All depths	640 000	
	J LOYD PARKER III -	LEGEND NATURAL			TX.			100.0	PSL/	LPSH.	An deptins	640 000	JACRIVE
Gateway 22	ST TX MF 111869B	GAS IV LP	Sep 01 2010	882-605	Reeves	22	53	3570	HOPPER G	All	All depths	640 000	Actual
	JAMES BEASLEY										- in deputie	040 000	NUCLIVE
120001110-11000	YOUNG III - ST TX	LEGEND NATURAL			TX:				PSL/				
Gateway 22	MF 111869C	GAS IV LP	Sep 01 2010	882-645	Reeves	22	53	3570	HOPPER G	All	All depths	640 000	Active
	MCCAMEY FARM												100.40
	AND RANCH LP - ST		CANAL SERVICE SERVICES	COVER SOLUTION	TX				PSL/				
Gateway 22	TX MF 111869G	GAS IV LP	Sep 01 2010	882-595	Reeves	22	53	3570	HOPPER G	All	All depths	640 000	Active
	MICHELLE E	I marries a company											
Colours	JORDAN - ST TX MF	LEGEND NATURAL			TX.			l.	PSL/			-	
Gateway 22	111869F	GAS IV LP	Sep 01 2010	882-635	Reeves	22	53	3570	HOPPER G	All	All depths	540.000	Active
	PAMELA PARKER	COUNTY OF THE PARTY OF THE PART			200								
Gateway 22	CLIFTON - ST TX MF		2 0.00		TX.				PSL/				
Gateway 22	ROBBIN LEE	GAS IV LP	Sep 01 2010	882-625	Reeves	22	53	3570	HOPPER G	All	All depths	640.000	Active
	YOUNG - ST TX MF	LECEND MATURA							179-247				
Gateway 22	111869D	IGAS IV LP	001.0040		TX	90°23	220	coope.	PSL/				
Galeway 22	SANDRA	GAS IV LP	Sep 01 2010	882-655	Reeves	22	53	3570	HOPPER G	All	All depths	640 000	Active
	KORNEGAY							1			-3,0		
Innany Cach	METCALF ET AL -	PETROHAWK			market.								
23	ST TX MF 113664	PROPERTIES LP	A 00 0011	007 000	TX			100000	aran				
200	01 1/ MIT 110004	ANGELLE &	Aug 26 2011	907-203	Reeves	23	53	4088	PSL	NW/4	All depths	160.250	Active
Johnny Cash		DONOHUE OIL &			TX								-
23	ST TX M 112451	GAS PROPERTIES	1 m = 05 2011	070 450	1000	00	20		200	and the second second			
20	DI 17 W 112401	PETROHAWK	Apr 05 2011	879-458	Reeves	23	53	3972	PSL	S/2 & NE/4	All depths	480 750	Active
Allman 24	DONNA J SPIVEY	PROPERTIES LP	Aug 12 2011	205 25	TX	24				L			
runnan 24	JANIS DEE	PROPERTIES EP	Aug 12 2011	899-82	Reeves	24	53	2294	PSL	All	All depths	640 000	Active
	BOURLAND	PETROHAWK			TX								
Allman 24	HELMEY	PROPERTIES LP	Aug 12 2011	900 72	Reeves	24	53	2294	200	200			
	JEFFERY ALLAN	PETROHAWK	HOY IZ ZVIII	055-15	TX	29	22	2284	PSL	All	All depths	640 000	Active
Allman 24	WILSON	PROPERTIES LP	Aug 12 2011	900.95	Reeves	24	53	2294	2001		ware property	20000000	100000
		PETROHAWK	Aug 12 2011	035.03	TX	24	55	2294	PSL	All	All depths	640 000	Active
Aliman 24	LEWIS KEITH LYNN	PROPERTIES LP	Aug 12 2011	899-64	Reeves	24	53	2294	PSL	All	All diseases		
		PETROHAWK	FREG TE EVIT		TX	4.77	ud.	2234	Fat	All	All depths	640 000	Active
Allman 24	MARY HUEBSCH	PROPERTIES LP	Aug 12 2011	899-76	Reeves	24	53	2294	PSL	All	All storething	F 40 000	Washington and
	MICHAEL LYNN	PETROHAWK	7,00 12,2011		TX		50	66.34	r-ot	Trui	All depths	640 000	ACTIVE
Aliman 24	BOURLAND	PROPERTIES LP	Aug 12 2011	899-67	Reeves	24	53	2294	PSL	All	All depths	540.000	A service
		PETROHAWK			TX	-		6.6.574	04	7741	An depths	640 000	ACTIVE
Allman 24	TIM WILSON	PROPERTIES LP	Aug 12 2011	899-70	Reeves	24	53	2294	PSL	An	All depths	640 000	Activity
		PETROHAWK			TX:				- 56	17,01	M SEPHIS	640.000	ACTIVE
Aliman 24	TOWANA SPIVEY	PROPERTIES LP	Aug 12 2011	899-61	- 1	24	53	2294	PSL	All	All depths	540 000	Action
	WEETONA	PETROHAWK			TX.				-		- weptits	040.000	Active
Allman 24	STANLEY	PROPERTIES LP	Aug 12 2011	899.70	Reeves	24	53	2294	PSL	All	All depths	194335556	Active

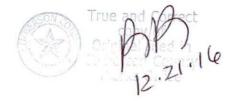
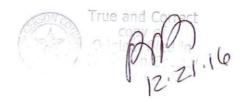
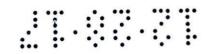




EXHIBIT A LEASES

PROSPECT	LESSOR	LESSEE	LEASE & EFFECTIVE DATE	PAGE / DOCUMENT	STATE /	SECTION	BLOCK	ABSTRACT	SURVEY	LEGAL DESCRIPTION	DESCRIPTIVE DEPTH	GROSS ACRES	LEASE RECORI STATUS
Aliman 24	BRENDA TAYLOR	OBRIEN OIL AND GAS INC	Nov 12 2014	1129-719	TX Reeves	25	53	3476	PSL	SE/4 LESS AND EXCEPT 4 acres in the extreme NW comer of this tract AND save and except Lots 37: 38: 39: 43. 44: 87: 88: 99 106: 148: 150. 151: 155: 167: 168: 169: 170. 171 All located in block 1 of the Southwestern Development Company of Toyah Texas Subdivision in the SE/4	All depths	155 032	2 Active
Allman 24	DONNA J SPIVEY	PETROHAWK PROPERTIES LP	Aug 12 2011	899-82	TX. Reeves	25	53	2293	PSL	NW/4 NW/4, S/2 NW/4 N/2 N/2 SW/4 & N/2 S/2 N/2 SW/4	All depths	180 000	Active
Allman 24	DONNA J SPIVEY	PETROHAWK PROPERTIES LP	Aug 12 2011	899-82	TX. Reeves	25	53	2293	PSL	NE/4 & NE/4 NW/4 S/2 SW/4 & S/2 S/2 N/2 SW/4		300 000	
Aliman 24	JANIS DEE BOURLAND HELMEY	PETROHAWK PROPERTIES LP	Aug 12 2011	899-73	TX Reeves	25	53	2293	PSL	NW/4 NW/4, S/2 NW/4 N/2 N/2 SW/4 & N/2 S/2 N/2 SW/4	All depths	180 000	Active
Aliman 24	JANIS DEE BOURLAND HELMEY	PETROHAWK PROPERTIES LP	Aug 12 2011	899-73	TX Reeves	25	53	2293	PSL	NE/4 & NE/4 NW/4 S/2 SW/4 & S/2 S/2 N/2 SW/4		300.000	
Aliman 24	JEFFERY ALLAN WILSON	PETROHAWK PROPERTIES LP	Aug 12 2011	899-85	TX Reeves	25	53	2293	PSL	NW/4 NW/4 S/2 NW/4 N/2 N/2 SW/4 & N/2 S/2 N/2 SW/4	All depths	180 000	Active
Aliman 24	JEFFERY ALLAN	PETROHAWK PROPERTIES LP	Aug 12 2011	899-85	TX. Reeves	25	53	2293	PSL	NE/4 & NE/4 NW/4 S/2 SW/4 & S/2 S/2 N/2 SW/4	All depths	300 000	





PROSPECT	LESSOR	LESSEE	LEASE & EFFECTIVE DATE	BOOK / PAGE / DOCUMENT	STATE /	SECTION	BLOCK	ABSTRACT	SURVEY	LEGAL DESCRIPTION	DESCRIPTIVE DEPTH	GROSS ACRES	RECORI STATUS
Allman 24	KIMBERLY KAY SLOAN	OBRIEN OIL AND GAS INC	Oct 03 2014	1116-177 Amended 1129-717	TX. Reeves	25	53	3476	PSL	SE/4 LESS AND EXCEPT 4 acres in the extreme NW corner of this tract AND save and except Lots 37: 38: 39: 43: 44: 87: 88: 99: 106: 148: 150: 151: 155: 167: 168: 169: 170: 171: All located in block 1 of the Southwestern Development Company of Toyah, Texas Subdivision in the SE/4	All depths	155 032	2 Active
Aliman 24	LEWIS KEITH LYNN	PETROHAWK PROPERTIES LP	Aug 12 2011	899-64	TX. Reeves	25	53	2293	PSL	NW/4 NW/4, S/2 NW/4, N/2 N/2 SW/4 & N/2 S/2 N/2 SW/4	All depths	180 000	Active
Allman 24	LEWIS KEITH LYNN	PETROHAWK PROPERTIES LP	Aug 12 2011	899-64	TX. Reeves	25	53	2293	PSL	NE/4 & NE/4 NW/4 S/2 SW/4 & S/2 S/2 N/2 SW/4	All depths	300.000	
Allman 24	MARY HUEBSCH	PETROHAWK PROPERTIES LP	Aug 12 2011	899-76	TX Reeves	25	53	2293	PSL	NW/4 NW/4 S/2 NW/4, N/2 N/2 SW/4 & N/2 S/2 N/2 SW/4	All depths	180 000	Active
Aliman 24	MARY HUEBSCH	PETROHAWK PROPERTIES LP	Aug 12 2011	899-76	TX. Reeves	25	53	2293	PSL	NE/4 & NE/4 NW/4 S/2 SW/4 & S/2 S/2 N/2 SW/4	All depths	300.000	Active
Allman 24	MICHAEL LYNN BOURLAND	PETROHAWK PROPERTIES LP	Aug 12 2011	899-67	TX. Reeves	25	53	2293	PSL	NW/4 NW/4 S/2 NW/4 N/2 N/2 SW/4 & N/2 S/2 N/2 SW/4	All depths	180.000	Active
Aliman 24	MICHAEL LYNN BOURLAND	PETROHAWK PROPERTIES LP	Aug 12 2011	899-67	TX. Reeves	25	53	2293	PSL	NE/4 & NE/4 NW/4 S/2 SW/4 & S/2 S/2 N/2 SW/4	All depths	300 000	Active

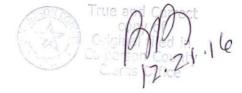
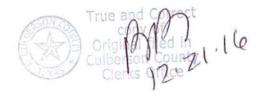




EXHIBIT A LEASES

PROSPECT	LESSOR	LESSEE	LEASE & EFFECTIVE DATE	BOOK / PAGE / DOCUMENT	STATE /	SECTION	BLOCK	ABSTRACT	SURVEY	LEGAL DESCRIPTION	DESCRIPTIVE DEPTH	GROSS ACRES	LEASE RECORD STATUS
									501121	SE/4 of Section 25 Block 53 A-3476, PSL Survey, Reeves County Texas containing 160 acres more or less LESS AND EXCEPT 4 acres, more or less in the extreme NW/corner and FURTHER LESS AND EXCEPT all of Lots 106, 87, 88 43 44, 150	oc m	Aures	SIAIUS
Aliman 24	CHARLES LAWHON, JANET LAWHON, JOHN LAWHON, TRACEY SCHEIDLER	Endurance Resources Holdings	Sep 30 2016	: 1330-061	TX Reeves	25	53	3476	PSL	151, 170, 171, 155, 148, 167, 168, 37, 38, 39, and the East 22, 579 feet of iot 99 all in Block 1 of the Southwestern Development Company of Toyah, Texas Subdivision of the SE/4 of Section 25	All depths	155 03.	2 Active
	TIM WILSON	PETROHAWK PROPERTIES LP	Aug 12 2011	006.75	TX.	25	53	2293	PSL	NW/4 NW/4 S/2 NW/4 N/2 N/2 SW/4 & N/2 S/2 N/2 SW/4	All depths	100.00	0 Active
Aliman 24 Aliman 24	TIM WILSON	PETROHAWK PROPERTIES LP	Aug 12 2011		TX. Reeves	25	53	2293	PSL	NE/4 & NE/4 NW/4 S/2 SW/4 & S/2 S/2 N/2 SW/4			0 Active
Aliman 24	TOWANA SPIVEY	PETROHAWK PROPERTIES LP	Aug 12 2011	899-61	TX. Reeves	25	53	2293	PSL	NW/4 NW/4 S/2 NW/4 N/2 N/2 SW/4 & N/2 S/2 N/2 SW/4	All depths	180.00	0 Active
Aliman 24	TOWANA SPIVEY	PETROHAWK PROPERTIES LP	Aug 12 2011	899-61	TX Reeves	25	53	2293	PSL	NE/4 & NE/4 NW/4 S/2 SW/4 & S/2 S/2 N/2 SW/4	All depths	300.00	0 Active
Aliman 24	WEETONA STANLEY	PETROHAWK PROPERTIES LP	Aug 12 2011	899-79	TX: Reeves	25	53	2293	PSL	NW/4 NW/4. S/2 NW/4. N/2 N/2 SW/4 & N/2 S/2 N/2 SW/4	All depths	180.00	0 Active





PROSPECT	LESSOR	LESSEE	LEASE & EFFECTIVE DATE	PAGE / DOCUMENT	STATE / COUNTY	SECTION	вьоск	ABSTRACT	SURVEY	LEGAL DESCRIPTION	DESCRIPTIVE	GROSS	RECORD
										NE/4 & NE/4	DEF TH	ACRES	SIAIUS
	WEETONA	PETROHAWK			TX			1		NW/4, S/2			
Allman 24	STANLEY	PROPERTIES LP	Aug 12 2011	899-79	Reeves	25	53	2293	PSL	SW/4 & S/2 S/2	***		
			1.00	00012	100403	20	00	187 acs - A	PSL	N/2 SW/4	All depths	300,000	Active
		Workship weeks			1			3973, 374	1				
Jahan Cash		ANGELLE &						acs - A 4129.					
Johnny Cash 23	ST TX M 112452	GAS PROPERTIES	1 05 0044		TX.	12/21	de la	80 acs - A	1,00,000	1			
20	ALLISON RENEE	GAS PROPERTIES	Apr 05 2011	879-452	Reeves	26	53	4182	PSL	All	All depths	641 000	Active
	PARKER - ST TX MF	LEGEND NATURAL			TX,			1	PSL /				
Gateway 22	111869E	GAS IV LP	Sep 01 2010	882-615	Reeves	27	53	3568	HOPPER	N/2 & SW/4	***		
					1300700	a. c		5300	PSL/	14/2 & SVV/4	All depths	480.700	Active
	J LOYD PARKER III -	LEGEND NATURAL			TX.				HOPPER				
Gateway 22	ST TX MF 111869B	GAS IV LP	Sep 01 2010	882-605	Reeves	27	53	3568	WM	N/2 & SW/4	All depths	480 700	Active
	JAMES BEASLEY								PSL/		- Mapine	400.700	O PAGILAG
Gateway 22	YOUNG III - ST TX MF 111869C	GAS IV LP			TX.	and a			HOPPER				
Galeway 22	MCCAMEY FARM	GAS IV LP	Sep 01 2010	882-645	Reeves	27	53	3568	WW	N/2 & SW/4	All depths	480.700	Active
	AND RANCH LP - ST	LEGEND NATURAL			TX				PSL / HOPPER				
Gateway 22	TX MF 111869G	GAS IV LP	Sep 01 2010	882-595	Reeves	27	53	3568	WM	NUM & CIAVA	A 11 - 4 11		
-	MICHELLE E		- Cop C I Z C I C	002.000	1100103	6.1	00	3300	PSL /	N/2 & SW/4	All depths	480 700	Active
	JORDAN - ST TX MF				TX.				HOPPER				
Gateway 22	111869F	GAS IV LP	Sep 01 2010	882-635	Reeves	27	53	3568	WM	N/2 & SW/4	All depths	480 700	Active
	PAMELA PARKER								PSL/		The state of the s	900 100	MUNIC
Cata	CLIFTON - ST TX MF				TX.				HOPPER				
Gateway 22	111869A ROBBIN LEE	GAS IV LP	Sep 01 2010	882-625	Reeves	27	53	3568	WW	N/2 & SW/4	All depths	480 700	Active
	YOUNG - ST TX MF	LEGEND NATURAL							PSL/				
Gateway 22	111869D	GAS IV LP	Sep 01 2010	882 685	TX. Reeves	27	53		HOPPER	100000000000000000000000000000000000000		parameters.	
and the same of th	11110000	ENDURANCE	3ep 01 2010	002-033	Reeves	21	53	3568	WM	N/2 & SW/4	All depths	480 700	Active
GLO 53 Sec	LOWE ROYALTY	RESOURCES			TX.				t e				
28-33	PARTNERS LP	HOLDINGS II LLC	Jul 15 2015	1197-427		36	53	2652	PSL	N/2	All depths	320 000	A metrical
		ASSESSMENT OF THE PARTY OF THE							-	1.00	rei depute.	320:000	ACTIVE
		ENDURANCE			TX.								
GLO 53 Sec 28-33	ST TX MF 117877	RESOURCES	100 000000		Culberson	ee l		2000					
20-33	51 1X MF 11/0//	HOLDINGS II LLC	Jan 05 2016	1260-0206	& Reeves	28	53	2652	PSL	W/2	All depths	320.500	Active
		ENDURANCE			TX								
GLO 53 Sec		RESOURCES			Culberson								
28-33	ST TX MF 117878	HOLDINGS II LLC	Jan 05 2016	1260-0195	& Reeves	33	53	2	PSL	All	All depths	641 000	America
	ALLISON RENEE									17.00	rii debitis	041.000	ACTIVE
	PARKER - ST TX MF	LEGEND NATURAL	S 150000		TX.								
Galeway 34	111869E	GAS IV LP	Sep 01 2010	882-615	Reeves	34	53	3567	PSL	All	All depths	641.000	Active
Gateway 34	J LOYD PARKER III - ST TX MF 111869B	LEGEND NATURAL GAS IV LP	C 01 2010	000 000	TX				1990	e90)	10-		
Date way 54	JAMES BEASLEY	GAS IV LP	Sep 01 2010	882-605	Reeves	34	53	3567	PSL	All	All depths	641.000	Active
	YOUNG III - ST TX	LEGEND NATURAL			TX.								
Gateway 34	MF 111869C	GAS IV LP	Sep 01 2010	882-645		34	53	3567	PSL	All	All depths	C 44 000	A minutes
	MCCAMEY FARM		3.77.2.2010					0001	. 51	P.MI	All depins	641.000	ACTIVE
	AND RANCH LP - ST				TX.								
Sateway 34	TX MF 111869G	GAS IV LP	Sep 01 2010	882-595	Reeves	34	53	3567	PSL	All	All depths	641 000	Active
	MICHELLE E	COCKID MATUE !									Marie Lorenzo		
Sateway 34	JORDAN - ST TX MF	LEGEND NATURAL GAS IV LP	Pan 01 2010	000.006	TX	2.4	50			1000			
Duckey Da	1110001	One IV LF	Sep 01 2010	005-023	Reeves	34	53	3567	PSL	All	All depths	641 000	Active





EXHIBIT A LEASES

PROSPECT	LESSOR	LESSEE	LEASE & EFFECTIVE DATE	PAGE / DOCUMENT	STATE /	SECTION	BLOCK	ABSTRACT	SURVEY	LEGAL DESCRIPTION	DESCRIPTIVE	GROSS ACRES	LEASE
	PAMELA PARKER	C MARCON AND A CONTRACTOR OF THE PARTY.					- Lucon	TAL OTTOTO	CONTE	DESCRIPTION	DEFIN	ACRES	STATUS
201 604	CLIFTON - ST TX MF	LEGEND NATURAL	1		TX.	1		1		1:			
Gateway 34	111869A	GAS IV LP	Sep 01 2010	882-625	Reeves	34	53	3567	PSL	All	All depths	641 000	
	ROBBIN LEE							-	102	17:30	Milloepins	041 000	Active
	YOUNG - ST TX MF	LEGEND NATURAL			TX								
Gateway 34	111869D	GAS IV LP	Sep 01 2010	882-655	Reeves	34	53	3567	PSL	All	40.00	2	
Howlin Wolf	LOWE ROYALTY	ENDURANCE		002.000	1,00,00	0.4	22	3307	PSL	All.	All depths	641 000	Active
Blk 53 Sec	PARTNERS LP - ST	RESOURCES	1		TX.				mai ni			1	
35	TX MF 117612	HOLDINGS II LLC	Jul 15 2015	1202 0402	Reeves	35	53	9.02	PSL/LL				
	1	ENDURANCE	001.10.2010	1202-0403	Reeves	35	53	3467	FORD	S/2 & NE/4	All depths	480 000	Active
Gateway fna	LOWE ROYALTY	RESOURCES											
Cottonwood	PARTNERS LP				TX.					days.			
Howlin Wolf		HOLDINGS II LLC	Jul 15 2015	1202-0403	Reeves	36	53	2610	PSL	N/2	All depths	320 000	Active
	LOWE ROYALTY	ENDURANCE											-
Blk 53 Sec	PARTNERS LP - ST	RESOURCES	171,710,720,430,430	**************************************	TX.								
37	TX MF 117612	HOLDINGS II LLC	Jul 15 2015	1202-0403	Reeves	37	53	5968	PSL	W/2	All depths	320 000	Artius
	ALLISON RENEE											100.000	Pictive.
	PARKER - ST TX MF	LEGEND NATURAL			TX.							7	
Gateway 38	111869E	GAS IV LP	Sep 01 2010	882-615	Reeves	38	53	2981	PSL	All	A III of a series		45000000
	J LOYD PARKER III -	LEGEND NATURAL			TX	00		2501	FSL	MI	All depths	641 000	Active
Gateway 38	ST TX MF 111869B	GAS IV LP	Sep 01 2010	803.088	Reeves	38	53	2981	nai	lace.	emperence-	1300 MATERIAL SEC.	30
	JAMES BEASLEY	G 10 11 E1	000012010	002-003	riceves	30	20	2901	PSL	All	All depths	641.000	Active
	YOUNG III - ST TX	LEGEND NATURAL			TW.								
Gateway 38	MF 111869C				TX.	20	200						
Galeway 36		GAS IV LP	Sep 01 2010	882-645	Reeves	38	53	2981	PSL	All	All depths	641 000	Active
	MCCAMEY FARM												
and the second	AND RANCH LP - ST	LEGEND NATURAL			TX.			1					
Gateway 38	TX MF 111869G	GAS IV LP	Sep 01 2010	882-595	Reeves	38	53	2981	PSL	All	All depths	641 000	Actions
	MICHELLE E									1	rai depina	041.000	MILIVE
	JORDAN - ST TX MF	LEGEND NATURAL			TX.								
Gateway 38	111869F	GAS IV LP	Sep 01 2010	882,635	Reeves	38	53	2981	PSL	200	Lanco es	10000000	
	PAMELA PARKER		000 01 2010	002 000	1100403	50	00	2001	PSL	Ali	All depths	641 000	Active
	CLIFTON - ST TX MF	LEGEND NATURAL			TX							1	
Gateway 38	111869A	GAS IV LP	Sep 01 2010	000 005	12.11.10	00							
Cultury 50	ROBBIN LEE	GAG IV LF	Sep 01 2010	002-020	Reeves	38	53	2981	PSL	All	All depths	641.000	Active
	YOUNG - ST TX MF	LEGEND NATURAL						1	10				
					TX.								
Gateway 38	111869D	GAS IV LP	Sep 01 2010	882-655	Reeves	38	53	2981	PSL	All	All depths	641.000	Active
		ENDURANCE											
GLO 53 Sec		RESOURCES			TX.								0
39-46	ST TX MF 117884	HOLDINGS II LLC	Jan 05 2016	1260-0184	Reeves	39	53		PSI	All	All depths	641 000	Active
											The second	041 000	PAGOVE
		ENDURANCE			TX				1	4			
		RESOURCES			Culberson								
GLO Sect 40	ST TX MF 118107	HOLDINGS II LLC	Jul 19 2016		& Reeves	40	53	2654	PSL	All	All product	12001222	1000000
	ALLISON RENEE		001102010		G (CCVC)	40	24)	2004	POL	All	All depths	641,000	Active
GLO 53 Sec		LEGEND NATURAL			TX.								
39-46	111869E	GAS IV LP	Con 01 2010	000 045	Reeves	36		0000	1	1504			
GLO 53 Sec	J LOYD PARKER III -	LEGEND NATURAL	Sep 01 2010	007-010		46	53	2657	PSL	All	All depths	641.000	Active
39-46				22222	TX.	22			1				
29-40		GAS IV LP	Sep 01 2010	882-605	Reeves	46	53	2657	PSL	All	All depths	641 000	Active
01000	JAMES BEASLEY												
GLO 53 Sec	YOUNG III - ST TX	LEGEND NATURAL			TX.					I	d		
39-46		GAS IV LP	Sep 01 2010	882-645	Reeves	46	53	2657	PSL	All	All depths	641 000	Active
	MCCAMEY FARM											2000	
GLO 53 Sec		LEGEND NATURAL			TX.								
39-46	TX MF 111869G	GAS IV LP	Sep 01 2010	882-595	Reeves	46	53	2657	PSL	All	All depths	641 000	Leton
	MICHELLE E									7,41	ги исрата	041 000	WELLAG
GLO 53 Sec	JORDAN - ST TX MF	LEGEND NATURAL			TX.								
39-46	111869F	GAS IV LP	Sep 01 2010	887-635		46	53	2657	PSL	All	All desires		
		WITH IV LI	Sep 01 2010	002-000	Indeves	40	23	1205/	LECS!	1611	All depths	641.000	Action





PROSPECT	LESSOR	LESSEE	LEASE & EFFECTIVE DATE	PAGE / DOCUMENT	STATE!	SECTION	BI OCK	ABSTRACT	SURVEY	LEGAL DESCRIPTION	DESCRIPTIVE	GROSS ACRES	RECORD STATUS
PROSPECT	PAMELA PARKER	LEGGE	UAIE	DOCOMENT	COUNTY	SECTION	DLUCK	ABSTRACT	SURVET	DESCRIPTION	DEPIR	ACRES	SIAIUS
GLO 53 Sec 39-46	CLIFTON - ST TX MF	LEGEND NATURAL GAS IV LP	Sep 01 2010	000.005	TX. Reeves	46	53	2657	0.00	All			
39-40	ROBBIN LEE	GAS IV LP	Sep.01.2010	882-625	Reeves	46	53	2657	PSL	All	All depths	641 000	ACTIVE
GLO 53 Sec 39-46	YOUNG - ST TX MF	LEGEND NATURAL GAS IV LP	F 04 00400	000.000	TX.		53	2007	0.00	40			
39-46		GAS IV LP	Sep 01 2010	882-655	Reeves	46	53	2657	PSL	All	All depths	641 000	Active
Gateway 38	ALLISON RENEE PARKER - ST TX MF 111869E	LEGEND NATURAL	Sep 01 2010	882-615	TX. Reeves	47	53	3569	PSL	N/2, SW/4 & W/2 SE/4	All depths	561 000	Active
	J LOYD PARKER III -	LEGEND NATURAL			TX.			-	1	N/2 SW/4 &		-	
Gateway 38	ST TX MF 111869B JAMES BEASLEY	GAS IV LP	Sep 01 2010	882-605	Reeves	47	53	3569	PSL	W/2 SE/4	All depths	561 000	Active
	YOUNG III - ST TX	LEGEND NATURAL			TX.		1			N/2 SW/4 &			
Gateway 38	MF 111869C	GAS IV LP	Sep 01 2010	882.645	Reeves	47	53	3569	PSL	W/2 SE/4	All depths	561 000	Setting
Outeway 50	MCCAMEY FARM	ONG IV L	300012010	002-045	1300405		35	0.200	FOL	44.5 OF 4	Poi depitis	301.000	MUNICIPE
		LEGEND NATURAL			TX		1			N/2 SW/4 &			
0-1	TX MF 111869G	GAS IV LP	C 04 0040	000.000	Reeves	47	100	3569	ne		was recovered	704 000	
Gateway 38		GAS IV LP	Sep 01 2010	995-999	Reeves	9.7	53	3269	PSL	W/2 SE/4	All depths	561 000	Active
	MICHELLE E									the same			
2	JORDAN - ST TX MF	LEGEND NATURAL	12 27 27 27 2		TX	200	22	2000	200	N/2 SW/4 &	25070	1 200,000	
Gateway 38	111869F	GAS IV LP	Sep 01 2010	882-635	Reeves	47	53	3569	PSL	W/2 SE/4	All depths	561 000	Active
	PAMELA PARKER												
	CLIFTON - ST TX MF	LEGEND NATURAL			TX.					N/2, SW/4 &			
Gateway 38	111869A	GAS IV LP	Sep 01 2010	882-625	Reeves	47	53	3569	PSL	W/2 SE/4	All depths	561 000	Active
	ROBBIN LEE												
	YOUNG - ST TX MF	LEGEND NATURAL			TX.					N/2, SW/4 &			
Gateway 38	111869D	GAS IV LP	Sep 01 2010	882-655	Reeves	47	53	3569	PSL	W/2 SE/4	All depths	561 000	Active
	ALAN R ZEMAN - ST	PETROHAWK			TX.								
Gateway 48	TX MF114473D	PROPERTIES LP	May 24 2012	951-763	Reeves	48	53	3628	PSL	W/2 SW/4	All depths	80,000	Active
-	ALLISON RENEE		-										
	PARKER - ST TX MF	LEGEND NATURAL			TX.				1	N/2 SE/4 & E/2			
Gateway 45	111869E	GAS IV LP	Sep 01 2010	BB2-615	Reeves	48	53	2980	PSL	SW/4	All depths	561.000	Active
Calcula, 10	7710000	0.10.17.0			-		-		-		THE GODING		
Gateway 48	- ST TX MF114473K	PETROHAWK PROPERTIES LP	May 24 2012	956-404	TX. Reeves	48	53	3628	PSL	W/2 SW/4	All depths	80,000) Active
	BILLIE NELL	Parameter and Control											
	EASTLAND - ST TX	PETROHAWK	U.S. CHARLE		TX	lace .	ion.	-22	L	100000000000000000000000000000000000000		(058500	
Gateway 48	MF114473E	PROPERTIES LP	May 24 2012	951-755	Reeves	48	53	3628	PSL	W/2 SW/4	All depths	80 000	Active
	CHRISTINA C												
	STAPLETON ET AL -	PETROHAWK	20000 \$20000000		TX.	1000	No.			VALUE OF STREET		Terrorean and the second secon	
Gateway 48	ST TX MF114473C	PROPERTIES LP	May 24 2012	951-746	Reeves	48	53	3628	PSL	W/2 SW/4	All depths	80.000	Active
	GEORGE M CROSS	PETROHAWK			TX,			4					
Gateway 48	ST TX MF114473L	PROPERTIES LP	May 24 2012	956-396	Reeves	48	53	3628	PSL	W/2 SW/4	All depths	80 000	Active
	J LOYD PARKER III -	LEGEND NATURAL			TX.					N/2 SE/4 & E/2			
Gateway 48	ST TX MF 111869B	GAS IV LP	Sep 01 2010	882-605	Reeves	48	53	2980	PSL	SW/4	All depths	561.000	Active
	JAMES BEASLEY				1								
	YOUNG III - ST TX	LEGEND NATURAL		1	TX.			1		N/2 SE/4 & E/2		1	
Gateway 48	MF 111869C	GAS IV LP	Sep 01 2010	882-645	Reeves	48	53	2980	PSL	SW/4	All depths	561 000	Active
	JAMES G												
	CRAWFORD - ST TX	PETROHAWK			TX.	1		1					
Gateway 48	MF114473M	PROPERTIES LP	May 24 2012	956-388	Reeves	48	53	3628	PSL	W/2 SW/4	All depths	80 000	Active
Transmitty 40	KARA L KEYZER ET	The second second	100/2-2012		1.00100				-		-		
	AL - ST TX	PETROHAWK			TX								
Gateway 48	MF114473B	PROPERTIES LP	May 24 2012	951,736	Reeves	48	53	3628	PSL	W/2 SW/4	All depths	80.000	Active
waicway 40	INC. THAT OD	L WOLFWIE C.	may En EU12	1441.100	- Jenanes	76	00	COLU	P. 400	144.6 2011.4	p. or arcports	00.000	el-muse.





PROSPECT	LESSOR	LESSEE	LEASE & EFFECTIVE DATE	BOOK / PAGE / DOCUMENT	STATE /	SECTION	BLOCK	ABSTRACT	SURVEY	LEGAL DESCRIPTION	DESCRIPTIVE DEPTH	GROSS ACRES	RECORD STATUS
	LYNN SWIGART -	PETROHAWK			TX.								
Gateway 48	ST TX MF114473A	PROPERTIES LP	May 24 2012	951-729	Reeves	48	53	3628	PSL	W/2 SW/4	All depths	80 000	Attive
	MCCAMEY FARM												
	AND RANCH LP - ST	LEGEND NATURAL			TX.					N/2 SE/4 & E/2			
Gateway 48	TX MF 111869G	GAS IV LP	Sep 01 2010	882-595	Reeves	48	53	2980	PSL	SW/4	All depths	561 000	Active
	MICHELLE E												
	JORDAN - ST TX MF	LEGEND NATURAL			TX.				1	N/2 SE/4 & E/2			1
Gateway 48	111869F	GAS IV LP	Sep 01 2010	882-635	Reeves	48	53	2980	PSL	SW/4	All depths	561 000	Active
	PAMELA PARKER				1255								
	CLIFTON - ST TX MF	LEGEND NATURAL			TX.					N/2 SE/4 & E/2			
Gateway 48	111869A	GAS IV LP	Sep 01 2010	882,625	Reeves	48	53	2980	PSL	SW/4	All depths	561 000	Action
Jaichay 40	RACHEL MORTON	One W.C.	060012010	004-04-0	1100103	40	00	2.000	1.0%	Dillia	PART MEDITOR	301000	Program
	NIXON ET AL - ST	PETROHAWK			TX				1				
Gateway 48	TX MF114473J	PROPERTIES LP	May 24 2012	055 745	Reeves	48	53	3628	PSL	W/2 SW/4	All depths	80,000	Active
Galeway 40		PROPERTIES LP	May 24 2012	999-210	Reeves	40	20	3020	FOL	1115-01114	Pul uchina	00 000	PACDAC
	ROBBIN LEE	COCKID ALL THOSE			TX.		1			N/2 SE/4 & E/2			1
	YOUNG - ST TX MF	LEGEND NATURAL	C 01 001	000 000			60	0000	DC!		ANTALUM	FC4 000	
Gateway 48	111869D	GAS IV LP	Sep 01 2010	1882-655	Reeves	48	53	2980	PSL	SW/4	All depths	561 000	Active
	RONALD DAVID	222222100000			act to								
	COODY ET AL - ST	PETROHAWK			TX.								
Gateway 48	TX MF1144731	PROPERTIES LP	May 24 2012	955-207	Reeves	48	53	3628	PSL	W/2 SW/4	All depths	80 000	Active
	ROSS A GILSON ET	Lance and the same of the same											
	AL - ST TX	PETROHAWK	Annual Property and Company		TX.		10 4000	SCOOLANCE CO.	L.	12775 HW-1014375		100000000000000000000000000000000000000	- Luciano
Gateway 48	MF114473H	PROPERTIES LP	May 24 2012	955-190	Reeves	48	53	3628	PSL	W/2 SW/4	All depths	80.000	Active
	WILLIAM KINARD												
	CROUCH - ST TX	PETROHAWK			TX.	į.		1					
Gateway 48	MF114473N	PROPERTIES LP	May 24 2012	955-199	Reeves	48	53	3628	PSL	W/2 SW/4	All depths	80 000	Active
	WILLIAM MILTON												
	BEVILL ET AL - ST	PETROHAWK			TX.								
Gateway 48	TX MF114473F	PROPERTIES LP	May 24 2012	955-225	Reeves	48	53	3628	PSL	W/2 SW/4	All depths	80 000	Active
Out way to	WORTH W ROSS		11.02,000,000	-	-			1					
	ET AL - ST TX	PETROHAWK	1		TX.	1							
Gateway 48	MF114473G	PROPERTIES LP	May 24 2012	955-181	Reeves	48	53	3628	PSL	W/2 SW/4	All depths	80 000	Active
Dischar 10	111111111111111111111111111111111111111	11012111222	1007 21 201	1000			-	1					
	BLAKE OIL AND			1							Surface to 100'	1	
	GAS	PETROHAWK			TX.					E/2 SE/4 &	below the deepes		
Orbison 28	CORPORATION	PROPERTIES LP	Oct 05 201	1910-163	Reeves	28	56	5016	PSL	SW/4 SE/4	producing interval		Active
OIDISON 20	CARTER	I NOT ENTILO D	0.01.00.201	1010-100.	1100.400	20	00	0010	7.02	01114 0114	producting interven	120.00	
	JONOTHAN												
	COLEMAN - ST TX	PETROHAWK			TX					N/2 NE/4 &		1	
Orbison 28	MF 117757	PROPERTIES LP	Aug 30 201	1007.211	Reeves	28	56	5967	PSL	SE/4 NE/4	All depths	119 780	Active
Orbison 26	CARTER	PROPERTIES LF	Aug 30 201	1901-211	reeves	120	00	3337	- OL	100 to 14 to 14	7-11 degrate	110 101	J. F. COLLY C. G.
	JONOTHAN												
	The state of the s	DETROCKANA			TX.		1						
0.5.000.00	COLEMAN - ST TX	PROPERTIES LP	Aug 30 201	1007.211	Reeves	28	56	5704	PSL	W/2	All depths	210.14	Active
Orbison 28	MF 117757	PROPERTIES LP	Aug 30 201	1 907-211	Reeves	20	20	5704	PSL	41.5	Hill defuits	212 740	PIGNIFE
	BANK OF AMERICA												
	N.A. TRUSTEE OF			1									
	THE CHARLES R										C. does to the		
	MEEKER TRUST.				1				1		Surface to the		
	U/A DATED JULY 6			1							stratigraphic		
	1992 AMENDED										equivalent of the		
	AND RESTATED										base of the		
	JUNE 5, 1998	PETROHAWK			TX.				100	N/2 NE/4 &	Wolfcamp	145 700	
Orbison 28	0014E 0, 1000	PROPERTIES LP	Apr 28 201	1 882-197	Reeves	28	56	5967	PSL	SE/4 NE/4	Formation	119 78	Active
	CONTRACTOR STATE	PETROHAWK	Ton and a second		TX.	144	100			E/2 SE/4 &	930 300 300 0	400	
Orbison 28	DAVID R SCYOC	PROPERTIES LP	Nov 01 201	1 913-371	Reeves	28	56	5016	PSL	SW/4 SE/4	All depths	120 000	Active



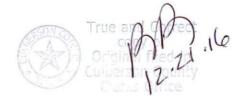


PROSPECT	LESSOR	LESSEE	LEASE & EFFECTIVE DATE	BOOK / PAGE / DOCUMENT	STATE /	SECTION	ВLОСК	ABSTRACT	SURVEY	LEGAL DESCRIPTION	DESCRIPTIVE DEPTH	GROSS ACRES	RECORD STATUS
	E L GARRISON TRUST: JOYCE THOMAS												
Orbison 28	TRUSTEE	PETROHAWK PROPERTIES LP	Feb 08 2011	878-804	TX. Reeves	28	56	5875	PSL	S/2 NW/4 SE/4	All depths	20 000	Active
Orbison 28	POLLARD - DECEASED - ST TX	PETROHAWK PROPERTIES LP	4 - 20 2011	202 200	TX, Reeves	28	56	5967	PSL	N/2 NE/4 & SE/4 NE/4			
Orbison 28	FRANCES A POLLARD - DECEASED - ST TX		Aug 30 2011	907-220	TX	28	56	5967	PSL	SE/4 NE/4	All depths	119.780	Active
Orbison 28	MF 117757	PROPERTIES LP	Aug 30 2011	907-220	Reeves	28	56	5704	PSL	W/2	All depths	319 140	Active
Orbison 28	H L HAWKINS JR INC - ST TX MF	PETROHAWK PROPERTIES LP	Mar 03 2011	990.524	TX, Reeves	28	56	5704	PSL	W/2	Surface to 100' below the base of the Wolfcamp Formation	319 140	4-100
	HARRISON TRUST RODDY HARRISON	ENDURANCE			TX.						Surface to 100' below the stratigraphic equivalent of the base of the Wolfcamp		
Orbison 28	JILL HOLT BELL	RESOURCES LLC	Aug 31 2015	1197-0156	Reeves	28	56	5967	PSL	N/2 NW/4 SE/4	Formation	20.000	Active
Orbison 28	AKA JILL PERRY HOLT - ST TX MF 117757	PETROHAWK PROPERTIES LP	Aug 30 2011	907-217	TX. Reeves	28	56	5967	PSL	N/2 NE/4 & SE/4 NE/4	All depths	119.780) Active
Orbison 28	JILL HOLT BELL AKA JILL PERRY HOLT - ST TX MF	PETROHAWK PROPERTIES LP	Aug 30 2011	907-217	TX. Reeves	28	56	5704	PSL	W/2	All depths	319 140	Active
Orbison 28	LIFETIME BENEFIT OF L H MEEKER ET AL - ST TX MF 117758	PETROHAWK PROPERTIES LP	Feb 09 2011		TX. Reeves	28	56	5967	PSL	N/2 NE/4 & SE/4 NE/4	Surface to 100 below the stratigraphic equivalent of the base of the Wolfcamp Formation	119 780	
Orbison 28	MEEKER INVESTMENTS INC. ST TX MF 117758	PETROHAWK PROPERTIES LP	Feb 09 201	886-508	TX. Reeves	28	56	5967	PSL	N/2 NE/4 & SE/4 NE/4	Surface to 100' below the stratigraphic equivalent of the base of the Wolfcamp Formation	119.780	Active
Orbison 28	NEAL LEE BINGHAM - ST TX MF 117754	PETROHAWK PROPERTIES LP	Feb 09 2011	878-803	TX. Reeves	28	56	5858	PSL	SW/4 NE/4	All depths	40.000	Active
Orbison 28	ROBERT J HOOK ET	PETROHAWK PROPERTIES LP	Feb 09 201	878-806	TX. Reeves	28	56	5016	PSL	E/2 SE/4 & SW/4 SE/4	Ali depths	120.000	Active
Orbison 28	RONALD I WILSON ET UX	PETROHAWK PROPERTIES LP	Feb 09 201		TX. Reeves	28	56	5016	PSL	E/2 SE/4 & SW/4 SE/4	All depths	120 000	
Orbison 28	VIRGINIA R HUSTON	PETROHAWK PROPERTIES LP	Apr 11 201	886-504	TX. Reeves	28	56	5016	PSL	E/2 SE/4 & SW/4 SE/4	All depths	120 000	Active





PROSPECT	LESSOR	LESSEE	LEASE & EFFECTIVE DATE	PAGE / DOCUMENT	STATE /	SECTION	BLOCK	ABSTRACT	SURVEY	LEGAL DESCRIPTION	DESCRIPTIVE	GROSS	LEASE
	WILLIAM PERRY					COMON	DECOM	ADDITACT	SURVET	DESCRIPTION	DEPIN	ACRES	STATUS
	COLEMAN - ST TX	PETROHAWK			TX:					N/2 NE/4 &			
Orbison 28	MF 117757	PROPERTIES LP	Aug 30 2011	907-214	Reeves	28	56	5967	PSL	SE/4 NE/4	All depths	145 704	
	WILLIAM PERRY				11223.7124		-	10001	- OL	IDE/4 NE/4	All deptils	119 780	Active
	COLEMAN - ST TX	PETROHAWK			TX								
Orbison 28	MF 117757	PROPERTIES LP	Aug 30 2011	907-214	Reeves	28	56	5704	PSL	W/2	All depths	Serie vivi	1 2 2
				-		-	00	0.04	FOL	VV-2		319 140	Active
Orbison 28	WINDI GRIMES SOLE TRUSTEE OF THE AWP 1983 TRUST - ST TX MF 117758	PETROHAWK PROPERTIES LP	Feb 09 2011	886-506	TX Reeves	28	56	5967	PSL	N/2 NE/4 & SE/4 NE/4	Surface to 100' below the stratigraphic equivalent of the base of the Wolfcamp Formation	119 780	Active
		PETROHAWK			TX							110,100	- Cherry
Santana 29	DONNA J SPIVEY	PROPERTIES LP	Aug 12 2011	899-82	Reeves	29	56	2292	PSL	All	All depths	640 000	Active
	JANIS DEE	La participa de la constantina della constantina								7,81	rsii depiits	640 000	MCIIVE
	BOURLAND	PETROHAWK			TX								
Santana 29	HELMEY	PROPERTIES LP	Aug 12 2011	899-73	Reeves	29	56	2292	PSL	All	All depths	7.45.000	
	JEFFERY ALLAN	PETROHAWK			TX.		-	LLUL	1 02	TON.	All depins	640 000	Active
Santana 29	WILSON	PROPERTIES LP	Aug 12 2011	899-85	Reeves	29	56	2292	PSL	All	All depths	F 45 555	
		PETROHAWK			TX	-		12.00	1.02	(20)	Mil deptils	640.000	Active
Santana 29	LEWIS KEITH LYNN	PROPERTIES LP	Aug 12 2011	899-64	Reeves	29	56	2292	PSL	All	All doubles		400,000
		PETROHAWK	-		TX	2.0	00	6.6.06	IT-SE	All	All depths	640 000	ACTIVE
Santana 29	MARY HUEBSCH	PROPERTIES LP	Aug 12 2011	899.76	Reeves	29	56	2292	PSL	All	A II A	100,000,000	
	MICHAEL LYNN	PETROHAWK	7.00 76 2077	000 10	TX.	LV	50	22.32	Fal	Mil	All depths	640 000	Active
Santana 29	BOURLAND	PROPERTIES LP	Aug 12 2011	899.67	Reeves	29	56	2292	PSL	All	9675 W	and the same of	
		PETROHAWK		550.01	TX.	2.0	50	LLUL	Fal	MII	All depths	640 000	Active
Santana 29	TIM WILSON	PROPERTIES LP	Aug 12 2011	800.70	Reeves	29	56	2292	PSL	- Fill	***************************************	19000000000	- Contraction
		PETROHAWK	May 12 2011	000-10	TX.	20	36	2292	PSL	All	All depths	640.000	Active
Santana 29	TOWANA SPIVEY	PROPERTIES LP	Aug 12 2011	800 E1	Reeves	29	50	2000	no.	200	ALCO CONTRACTOR	1	
	WEETONA	PETROHAWK	Aug 12.2011	033-01	TX	28	56	2292	PSL	All	All depths	640 000	Active
Santana 29	STANLEY	PROPERTIES LP	Aug 12 2011	800.70		29	56	0000					
and the La	Dirit teta	THOUSEN THE SET	Aug 12 2011	099-19	Reeves	29	56	2292	PSL	All	All depths	640 000	Active
Muddy Water 30	DONNA J SPIVEY - ST TX MF 112682H	PETROHAWK PROPERTIES LP	Feb 09 2011	880-593	TX Reeves	30	56	2291	PSL	NE/4	Surface to 100 below the base of the Wolfcamp Formation	160.000	Active
											Surface to 100°		
Moritty Water	DONNA J SPIVEY -	PETROHAWK			TX						below the base of		
30	ST TX MF 112682H	PROPERTIES LP	Feb 09 2011	000 502		30	56	2004	-	VICE COLUMN TO	the Wolfcamp	25.000	
00	JANIS DEE	PROPERTIES EF	FED 09 2011	000-093	reeves	30	55	2291	PSL	NW/4 SE/4	Formation	40.000	Active
	BOURLAND										Surface to 100		
Muddy Water	HELMEY - ST TX MF	PETROHAWK			TX						below the base of		
30	112682A	PROPERTIES LP	Feb 09 2011	000 670		26	**	200			the Wolfcamp		
W. C.	JANIS DEE	THUPEN HEALP	Lep 0a 5011	000-079	Reeves	30	56	2291	PSL	SW/4	Formation	160.000	Active
	BOURLAND									000000000000000000000000000000000000000	Surface to 100		
Muddy Water	HELMEY - ST TX MF	PETROHAWK			TX			1		NW/4 & E/2	below the base of		
30	112682A	PROPERTIES LP	Feb 09 2011	000 570		20	re	2224			the Wolfcamp		
	JANIS DEE	THOPEN HES LP	Feb 09 2011	000-378	Reeves	30	56	2291	PSL	SE/4	Formation	280.000	Active
	BOURLAND										Surface to 100		
Muddy Water		PETROHAWK			TX			B 8			below the base of		
30	112682A	PROPERTIES LP	Enh 00 7044	000 570		200					the Wolfcamp		
	11200ZA	PROPERTIES LP	Feb 09 2011	560-579	Reeves	30	56	2291	PSL	NW/4 SE/4	Formation	40.000	Active
	JEFFERY ALLAN										Surface to 100		
Muddy Work		DETROLIAMY			TV						below the base of		
30	112682D	PETROHAWK PROPERTIES LP	Feb 00 0044	000 007	TX.	200					the Wolfcamp		
UU	1120020	PROPERTIES LP	Feb 09 2011	880-607	Reeves	30	56	2291	PSL	NE/4	Formation	160,000	Active





PROSPECT	LESSOR	LESSEE	LEASE & EFFECTIVE DATE	PAGE / DOCUMENT	STATE /	SECTION	BLOCK	ABSTRACT	SURVEY	LEGAL DESCRIPTION	DESCRIPTIVE DEPTH	GROSS ACRES	RECORD
						-					Surface to 100'		
	JEFFERY ALLAN								1		below the base of		
Muddy Water	WILSON - ST TX MF	PETROHAWK			TX				1		the Wolfcamp		
30	112682D	PROPERTIES LP	Feb 09 2011	880-607	Reeves	30	56	2291	PSL	NW/4 SE/4	Formation	40 000	Active
											Surface to 100		
	JEFFERY ALLAN									NW/4 & E/2	below the base of		1
Muddy Water	WILSON - ST TX MF	PETROHAWK			TX.					SE/4 & SW/4	the Wolfcamp		
30	112682D	PROPERTIES LP	Feb 09 2011	880-607	Reeves	30	56	2291	PSL	SE/4	Formation	280 000	Active
											Surface to 100		
										NW/4 & E/2	below the base of		
Muddy Water	LEWIS KEITH LYNN -	PETROHAWK			TX.				1	SE/4 & SW/4	the Wolfcamp		
30	ST TX MF 112682C	PROPERTIES LP	Feb 09 2011	880-558	Reeves	30	56	2291	PSL	SE/4	Formation	280 000	Active
											Surface to 100		
											below the base of		
Muddy Water	LEWIS KEITH LYNN	PETROHAWK			TX.						the Wolfcamp	_	
30	ST TX MF 112682C	PROPERTIES LP	Feb 09 2011	880-558	Reeves	30	56	2291	PSL	NW/4 SE/4	Formation	40 000	Active
											Surface to 100		
									1		below the base of		
Muddy Water	MARY HUEBSCH -	PETROHAWK			TX.				1		the Wolfcamp		
30	ST TX MF 112682G	PROPERTIES LP	Feb 09 2011	880-551	Reeves	30	56	2291	PSL	NE/4	Formation	160 000	Active
											Surface to 100		
											below the base of		
Muddy Water	MARY HUEBSCH -	PETROHAWK			TX.						the Wolfcamp		
30	ST TX MF 112682G	PROPERTIES LP	Feb 09 2011	880-551	Reeves	30	56	2291	PSL	NW/4 SE/4	Formation	40.000	Active
											Surface to 100"		
	MICHAEL LYNN				1						below the base of		1
Muddy Water	BOURLAND - ST TX	PETROHAWK			TX						the Wolfcamp		
30	MF 112682B	PROPERTIES LP	Feb 09 2011	880-565	Reeves	30	56	2991	PSL	SW/4	Formation	160.000	Active
											Surface to 100'		
	MICHAEL LYNN				1	1				NW/4 & E/2	below the base of		
Muddy Water	BOURLAND - ST TX	PETROHAWK			TX.	1				SE/4 & SW/4	the Wolfcamp		
30	MF 112682B	PROPERTIES LP	Feb 09 2011	880-565	Reeves	30	56	2991	PSL	SE/4	Formation	280.000	Active
											Surface to 100		
	MICHAEL LYNN							1			below the base of		
Muddy Water	BOURLAND - ST TX	PETROHAWK			TX.						the Wolfcamp		
30	MF 112682B	PROPERTIES LP	Feb 09 2011	880-565	Reeves	30	56	2991	PSL	NW/4 SE/4	Formation	40 000	Active
											Surface to 100		
											below the base of		
Muddy Water	TIM WILSON - ST TX	PETROHAWK			TX.	1					the Wolfcamp		
30	MF 112682E	PROPERTIES LP	Feb 09 2011	880-572	Reeves	30	56	2291	PSL	NE/4	Formation	160.000	Active
											Surface to 100		
			/								below the base of		
Muddy Water	TIM WILSON - ST TX	PETROHAWK			TX.						the Wolfcamp		
30	MF 112682E	PROPERTIES LP	Feb 09 2011	880-572	Reeves	30	56	2291	PSL	NW/4 SE/4	Formation	40.000	Active
					1						Surface to 100		
										NW/4 & E/2	below the base of		
Muddy Water	TIM WILSON - ST TX	PETROHAWK			TX.					SE/4 & SW/4	the Wolfcamp		
30	MF 112682E	PROPERTIES LP	Feb 09 2011	880-572	Reeves	30	56	2291	PSL	SE/4	Formation	280.000	Active
											Surface to 100'		
											below the base of		
Muddy Water	TOWANA SPIVEY -	PETROHAWK			TX.				1.5		the Wolfcamp		
30	ST TX MF 1126821	PROPERTIES LP	Feb 09 2011	880-600	Reeves	30	56	2291	PSL	NE/4	Formation	160 000	Active
											Surface to 100		
											below the base of		
Gateway fna	TOWANA SPIVEY -	PETROHAWK			TX						below the base of the Wolfcamp		

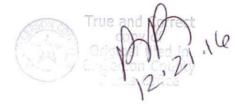




EXHIBIT A LEASES

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PROSPECT	LESSOR	LESSEE	LEASE & EFFECTIVE DATE	PAGE / DOCUMENT	STATE / COUNTY	SECTION	BLOCK	ABSTRACT	SURVEY	LEGAL DESCRIPTION	DESCRIPTIVE DEPTH	GROSS	RECORD STATUS
Muddy Water	WEETONA STANLEY - ST TX MF 112682F	PETROHAWK PROPERTIES LP	Feb 09 2011	880-586	TX Reeves	30	56	2291	PSL	NE/4	Surface to 100' below the base of the Wolfcamp Formation	160 000	
Muddy Water	WEETONA STANLEY - ST TX MF 112682F	PETROHAWK PROPERTIES LP	Feb 09 2011	880-586	TX, Reeves	30	56	2291	PSL	NW/4 SE/4	Surface to 100' below the base of the Wolfcamp Formation		Active
BB King 32	DELA MINERALS INC - ST TX MF112396	PETROHAWK PROPERTIES LP	Jan 21 2011	878-760	TX. Reeves	32	56	2642	PSL	All	Surface to 100' below the base of the Wolfcamp Formation	640 000	
											TOTAL	13,045.152	-

True and Pot 16



EXHIBIT A WELLS

WELL NAME	WELL#	STATE	COUNTY	OPERATOR	API NUMBER	WELL TYPE	SECTION	BLOCK	ABSTRACT	Edward Cond Add Color (Control of Control of	ACCOUNTING WELL#
Gateway 21 SWD	1	TX	Reeves	Endurance Resources LLC	42-389-34925	Injection	21	53	2651	PSL/HOPPER G	710008
State Gateway 22	2H	TX	Reeves	Endurance Resources LLC	42-389-34930	Producer	22	53	3570 & 3568	PSL / G Hopper / W M Hopper	710001
State Johnny Cash 23	2H	TX	Reeves	Endurance Resources LLC	42-389-35064	Producer	23	53	4088	PSL / BRYAN WP	710005
State Gateway 38	5H	TX	Reeves	Endurance Resources LLC	42-389-35218	Waiting on Completion	38	53	2981 & 3569	PSL/Hopper WM	710011
Orbison 28	6H	TX	Reeves	Endurance Resources LLC	42-389-34995	Producer	28	56	5967	PSL/Meeker JR	710004
Santana 29	2Н	TX	Reeves	Endurance Resources LLC	42-389-35266	Producer	29	56	2292	PSL/LYNN C A	710013
State Muddy Water 30	2H	TX	Reeves	Endurance Resources LLC	42-389-34985	Producer	30	56	2291	PSL/LYNN C A	710003
State BB King 32	2H	TX	Reeves	Endurance Resources LLC	42-389-34984	Producer	32	56	2642	PSL/HENRY AE	710002

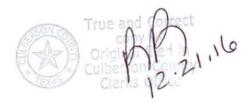




EXHIBIT A-1 Easements

** C. .

DOCUMENT NAME	CONTRACT DATE	GRANTOR	GRANTEE	COUNTY/STATE	LEGAL DESCRIPTION	BLOCK / SECTION	e i i Director	
Road Access Easement	Dec 01 2015	Pleasant Street Limited et al	Endurance Resources	Reeves County, Texas	SW/4 of Section 12	53-12	PSL	WELLA
			Holdings II LLC		W/2 of Section 13	53-13	r ac	
Endurance Salt Water Disposal	Nov 01 2015	Estate of J Loyd Parker III, Allison Renee	Endurance Resources LLC	Reeves County, Texas	NE/4	53-21	PSL.	Gateway 21 SWD
Agreement for Gateway 21		Parker, Michelle Elise Parker Jordan,	& Endurance Resources	177	100	100.00	1.04	Careway 11 3352
OWE		Pamela Parker Clifton, Christopher	Holdings II LLC					
		Matthew Clifton, Cale Andrew Clifton,	70					
		Kelli Clifton Gossmann, McCamey Farm						
		& Ranch LP, Robin Lee Young, Young						
		Cattonwood Oil & Gas LP						
load Use & Maintenance	Apr 04 2016	Three Rivers Operating Company III LLC	Endurance Resources	Reeves & Culberson	Section 21, Black 53, PSI Survey.	53-21	PSL	
Agreement		COMMON CONTROL SERVICE	Holdings II LLC	County, Texas	Culberson County, Texas and ends at	53-12	P-21	
					Texas Farm to Market road 2119 in	22-11		
					Section 12, Block 53, PSL Survey, Reeves			
					County Texas			
Right-of-Way and Easement	Sep 01 2015	Estate of J Loyd Parker III. Allison Renee	Endurance Resources	Reeves County, Texas	N/2 of Section 21	55-21	PSL	State Gateway 22 2H
Agreement-Road		Parker, Michelle Elise Parker Jordan,	Holdings II LLC		N/2 of Section 22	53-22	- at	State Gateway 27 2H State Gateway 21 SWD 1
		Pamela Parker Clifton, Christopher	0.0000000000000000000000000000000000000		W/2 of Section 28	53-28		State Gateway 21 SWU 1
		Matthew Clifton, Cale Andrew Clifton,			W/2 of Section 33	53-33		
		Keili Clifton Grossmann, McCamey Farm			NW/4NW/4 of Section 40	53-40		
		& Ranch LP, Robin Lee Young, Young			THE	33-40		
		Cottonwood Gil and Gas LP						
Multi-Use Right-of-Way and	Mar 01 2016	Robert E Kornegay	Endurance Resources	Reeves County, Texas	NW/4	53-23	P51	State Johnny Cash 23 2H
asement Agreement		75.7	Holdings II LLC	Washington Company of Company	0.000			print forming Labri 23 Err.
Multi-Use Right-of-Way and	Jul 23 2015	Sandra K Metcall	Endurance Resources	Reeves County, Texas	NW/4	58-23	PSt.	State Johnny Cash 23 2H
asement Agreement			Holdings II LLC					
ST TX GLD Miscellaneous	Jul 01 2015	State of Texas General Land Office	Endurance Resources LLC	Reeves County, Texas	E/2 of Section 26	53-26	PSi	State Johnny Cash 23 2H
asement ME20150162					N/C & E/C at Section 23	53-23		
FT TX GLO Miscellaneous	Jul 01 2015	State of Texas General Land Office	Endurance Resources LLC	Reeves County, Texas	E/D of Section 26	53-26	PSI	State Johnny Cash 23 2H
asement ME20150163					N/2 & E/2 of Section 23	53-25		CONTRACTOR OF THE PROPERTY OF
ST TX GLO Miscellaneous	7ul 01 2015	State of Texas General Land Office	Endurance Resources LLC	Reeves County, Texas	E/2 of Section 26	53-26	PS;	State Johnny Cash 23 2H
asement ME20150164					N/2 & E/2 of Section 23	53-23		Process remains the second sec
T TX GLO Miscellaneous	Jul 01 2015	State of Texas General Land Office	Endurance Resources LLC	Reeves County, Texas	E/2 of Section 26	53-26	PSL	State Johnny Cash 25 2H
asement ME20150165					N/2 & E/2 of Section 23	53-23		
urface Use Agreement	Aug 20 2010	Pamela Parker Clifton, McCamey Farm &	Legend Natural Gas IV LP	Reeves & Culberson	Cottonwood Ranch	Cottonwood Ranch	PSG	State Gateway 22 2H
		Ranch LP, J Loyd Parker III, Allison Renee		County, Texas				State BB King 32 7H
		Parker, Robbin Lee Young, James Beasley			1			State Muddy Water 30 2H
		Young, Michelle E Jordan						State Johnny East 23 2H
								Orbison 28 6H
								State Gateway 21 SWD 1
light-of-Way Agreement	Sep 01 2015	Lowe Royalty Partners LF	Endurance Resources Holdings II LLC	Reeves County, Texas	5/2 & NE/4	53-35	PSL	
ourface Use Agreement	Sep 01 2015	Lowe Royalty Partners LP	Endurance Resources	Reeves County, Texas	5/2 & NE/4	53-35	PSL	
			Holdings II LLC	The second of the second	ELECT 1991 19	99.93	FSL	
urface Use and Drill Site	Mar 4 2016	JWM Minerals, LLC	Endurance Resources	Reeves County, Texas	NE/4	56-28	PSI.	Orbison 28 6H
greement		Contraction of the Contraction o	Holdings II LLC	Contraction, 16181	The state of the s	30.50	F31	DIDBOT 20 6H

Page 1 of 3

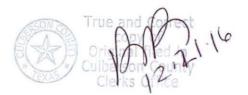


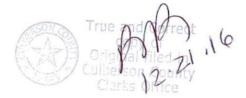


EXHIBIT A-1 Easements

1.4

DOCUMENT NAME	CONTRACT DATE	GRANTOR	GRANTEE	COUNTY/STATE	LEGAL DESCRIPTION	BLOCK/SECTION	SURVEY	WEET 1 6
Surface Use and Drill Site Agreement	Mar 5 2016	James Lawrence Meeker, Trustee of Callaghan 520 Trust	Endurance Resources Holdings II LLC	Reeves County, Texas	NE/4	56-28	PSL	Orbison 28 6H
Multi-Lise Right-of-Way and	Jul 25 2015	Donna / Spivey	Endurance Resources	Reeves County, Texas	All Sec 29, 30, 24 & 25	4.000		
asement Agreement	11000000000		Holdings II LLC	REENES COUNTY, FEXAS	MICSEC 29, 30, 24 & 25	56-29	PSL	Santane 29 5H
			Thorating a trace			56-30		State Muddy Water 30 2H
			1			53-24		
Multi-Use Right-of-Way and	36 38 3016	Janis Dee Helmey	Endurance Resources	W. Condition of the Condition		53-25	-	
asement Agreement	30(20 2015	Danis Dee Henney	Holdings II LLC	Reeves County, Texas	All Sec 29, 30, 24 & 25	56-29	PSL	Santana 25 5H
asernent Agreement			Holdings II LLC			56-30		State Muddy Water 30 2er
						53-24		
a last of the second						53-25		
Multi-Use Right-of-Way and	Jul 28 2015	Jeffery A Wilson	Endurance Resources	Reeves County, Texas	All Sec 29, 30, 24, 8, 25	56-29	PSL	Santana 29.5H
asement Agreement	1		Holdings II LLC			56-30		State Muddy Water 30 2H
			10		1	53-24		COLD-CARDON CACAS CALIFORNIA
						53-25		
Multi-Lise Right-of-Way and	Jul 28 2015	Lewis K Lynn	Endurance Resources	Reeves County, Texas	All Sec 29, 30, 24 & 25	56-29	PSL	Santana 29 SH
asement Agreement			Holdings II LLC	- ALLES AND ASSAULT OF THE ASSAULT	ACCES OF SHEAR SHEAR SHEAR SHEAR	56-30	1000	State Muddy Water 30 2H
	1		1	1		53-24		The state of the s
						53-25		
Aulti-Use Right-of-Way and	Jul 28 2015	Mary Huebsch	Endurance Resources	Reeves County, Texas	Ali Sec 29, 30, 24 & 25	56-29	PS1	Santanu 25 SH
asement Agreement	N. A. S. L. L. L.	Comment of the Commen	Holdings II LLC	102333,2331,33334	000000000000000000000000000000000000000	56-30	1.54	State Muddy Water 30 2H
			The state of the s			53-24		State widdly water 30 2H
			_			53-25		
Multi-Use Right-of-Way and	Jul. 28 2015	Michael L Bourland	Endurance Resources	Reeves County, Texas	All Sec 29, 30, 24 & 25	56-29	PSL	Santana 29 5H
asement Agreement	74-14-14-1	The state of the s	Holdings II LLC	HEEVEL COUNTY, TEXAS	Mir 36, 29, 30, 24 & 23	56-30	127	
			THOMAS A LEC					State Muddy Water 30 2H
						53-24		
Aulti-Lise Right-of-Way and	W/ 30 3516	Tim L Wilson	Endurance Resources	Reeves County, Texas	All Sec 29, 30, 24 & 25	55-25	1000	
Lasement Agreement	101 22 2013	TIDI L WIGON		Reeves County, lexas	All Sec 29, 30, 24 & 25	56-29	1	Santana 29 5H
asement agreement	1		Holdings II LLC			56 30		State Muddy Water 30-2H
						53-24	1	
- HI I						53-25		
Multi-Use Right-of-Way and	Jul 28 2015	Towana Spivey	Endurance Resources	Reevet County, Texas	All Sec 29, 30, 24, & 25	56-29	PSL:	Santana 29 SH
asement Agreement			Holdings II LLC			56-30		State Moddy Water 30 2H
						53-24		
						53-25		
Aulti-Use Right-of-Way and	Jul 28 2015	Weetona Stanley	Endurance Resources	Reeves County, Texas	All Sec 29, 30, 24 & 25	56-29	PSL	Santana 29 SH
asement Agreement			Holdings II LLC			56-30		State Muddy Water 30 2H
			The state of the s			53-24		The state of the s
						53-25		
fulti-Use Right-of-Way and	Jul 28 2015	Jeffery A Wilson	Endurance Resources	Reeves County, Texas	All Sec 29, 30, 24 & 25	56-29	PSL	Santana 29 SH
asement Agreement	National Control	A CONTRACTOR OF TAXABLE	Holdings II LLC			\$6-30		State Muddy Water 30 2H
						53-24		State sample state, 30.74
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Page 2 of 3



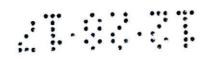


EXHIBIT A-1 Easements

. . . .

DOCUMENT NAME	CONTRACT DATE	GRANTOR	GRANTEE	COUNTY/STATE	LEGAL DESCRIPTION	BLOCK/ SECTION	SURVEY	WELLS
Cottonwood Ranch Enilling Operations & Management of Water Wells & Gravel Pits		Estate of J Loyd Parker (III. Allison Renee Parker, Michelle Elise Parker Jordon, Pamele Parker Clifton, Christopher Matthew Clifton, Cale Andrew Clifton, Kelli Clifton Gossmann, McCamey Farm. K. Ranch LP, Robin Lee Young, Young Cottonwood OH & Gas LP.	Holdings II-LLC	Reeves & Culberson County, Texas	5/2	53-41	PS1	

Page 3 of 3

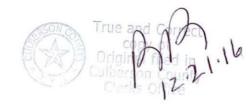


Exhibit A-2

None.

True and Priedt 16

Exhibit B

Excluded Properties

1) Caliche & Water Sales Agreement, dated July 24, 2015, by and among Estate of J Loyd Parker III, Allison Renee Parker, Michelle Elise Parker Jordan, Pamela Parker Clifton, Christopher Matthew Clifton, Cale Andrew Clifton, Kelli Clifton Gossmann, McCamey Farm & Ranch LP, Robin Lee Young, Young Cottonwood Oil & Gas LP, Endurance Resources LLC, and Endurance Resources Holdings II LLC.

Origin file in Corpet

Origin file in Corpet

Culparson Gunz

Clarks Of Ze

FILED FOR RECORD T_11:23_O'CLOCK_A_M. N THE 21st DAY OF Decembe D., 2016	STATE OF TEXAS COUNTY OF CULBERSON I hereby certify that this instrument was FILED on the date and at the time stamped hereon by me and was duly RECORDED in the Volumeand Page of the
Linda McDonald	Records of Culberson County, Texas.
COUNTY AND DISTRICT CLERK CULBERSON COUNTY, TEXAS	COUNTY AND DISTRICT CLERK CULBERSON COUNTY, TEXAS
DEPUTY	Tommon .

THE STATE OF TEXAS
COUNTY OF CULBERSON I, Linda McDonald, Clerk of the County Court in and
for said County and State, do hereby octify that the foregoing is a true and correct copy of Signature of Miley Charled 16th Day of Signature of Sig
recorded in the Records of Culberson County,
Texas. To CERTIFY WHICH, Witness my hand and seal at Van Horn this
day of CONTROL
By County Clerk Culberson County, Texas

TO 10546

ASSIGNMENT, BILL OF SALE AND CONVEYANCE

This document prepared by, and when recorded return to:

Atlantic Resources II Interests LLC 300 N. Marienfeld, Suite # 600 Midland, Texas 79701

Attention:

William Abney

Telephone:

432-682-3272

pff 11-1-16

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

ASSIGNMENT, BILL OF SALE AND CONVEYANCE

This Assignment, Bill of Sale and Conveyance (this "Conveyance") from Crown Oil Partners V, LP, a Texas limited partnership with an address at 4000 N. Big Spring, Suite 310, Midland, Texas 79705 (herein called "Grantor") to Atlantic Resources II Interests LLC, a Delaware limited liability company with an address at 300 N. Marienfeld Street, Suite # 600, Midland, Texas 79701 (herein called "Grantee") is executed on the dates set forth in the respective notary certifications below, but effective for all purposes as of 12:01 a.m. local time in Dallas, Texas on November 1, 2016 (the "Effective Date").

RECITALS

WHEREAS, Grantor owns interests in and to certain oil and gas leases, units, lands, and other assets as more specifically set forth herein; and

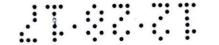
WHEREAS, pursuant to that certain Purchase and Sale Agreement by and among Grantor and Grantee dated as of December 9, 2016 (the "Purchase Agreement"), Grantor has agreed to convey to Grantee certain undivided interests in and to the Properties (as hereinafter defined).

CONVEYANCE

NOW THEREFORE, Grantor, for Ten Dollars (\$10.00) and other good and valuable consideration (the receipt and sufficiency of which are hereby acknowledged), does hereby GRANT, BARGAIN, SELL, CONVEY, ASSIGN, TRANSFER, SET OVER, and DELIVER unto Grantee, the following described properties, rights and interests:

(a) All rights, titles and interests of Grantor in and to the oil, gas and/or mineral leases which are described on **Exhibit A** hereto and any ratifications or amendments to such leases (the "**Leases**");





TRUE & CORRECT
COPY OF
REEVES COUNTY
CLERKS OFFICE

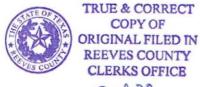


- (b) Without limitation of the foregoing, all other right, title and interest (of whatever kind or character, whether legal or equitable, and whether vested or contingent) of Grantor in and to the Hydrocarbons in and under or that may be produced from the lands and depths described on Exhibit A hereto or described in any of the Leases (the "Lands") (including, without limitation, interests in oil, gas and/or mineral leases, overriding royalties, production payments, net profits interests, fee mineral interests, fee royalty interests and other interests insofar as they cover such lands), even though Grantor's interest therein may be incorrectly described in, or omitted from, such Exhibit A;
- (c) All rights, titles and interests of Grantor in and to, or otherwise derived from, all presently existing and valid oil, gas and/or mineral unitization, pooling, and/or communitization agreements, declarations and/or orders (including, without limitation, all units formed under orders, rules, regulations, or other official acts of any federal, state or other Governmental Authority having jurisdiction, and voluntary unitization agreements, designations and/or declarations) to the extent that they relate to any of the properties described in subsections (a) and (b) above;
- (d) All rights, titles and interests of Grantor in and to the oil, condensate, natural gas, injection, salt water disposal or water wells, whether producing, non-producing, shut-in or temporarily abandoned, located on the Oil and Gas Properties, including, without limitation, those listed on Exhibit A hereto (the "Wells");
- (e) All rights, titles and interests of Grantor in and to all presently existing and valid Applicable Contracts, including production sales contracts, operating agreements, and other agreements and Contracts, in each case, to the extent that they relate to any of the other Properties;
- (f) All rights, titles and interests of Grantor in and to all materials, supplies, machinery, equipment, facilities, improvements and other personal property and fixtures (including, but not by way of limitation, all pumping units, flowlines, tanks, buildings, injection facilities, saltwater disposal facilities, compression facilities, gathering systems, and other equipment) located on and/or appurtenant to the Oil and Gas Properties and used in connection with the exploration, development, operation or maintenance thereof (collectively, the "Equipment");
- (g) All rights, titles and interests of Grantor in and to all easements, servitudes, rights of way and surface leases or, to the extent assignable, other rights to the surface as well as any franchises, licenses, authorizations, permits, approvals, consents, certificates and other rights granted by third Persons and similar rights and interests, in each case, appurtenant to or used in connection with the other Properties, including those described on **Exhibit A-1** hereto;
- (h) All rights, titles and interests of Grantor in and to the fee surface ownership of the properties described on **Exhibit A-2** hereto;
- (i) All rights, titles and interests of Grantor in and to (A) trade credits, accounts receivable, notes receivable, take-or-pay amounts receivable, and other receivables and general

intangibles, attributable to the Properties with respect to periods of time from and after the Effective Date; and (B) liens and security interests in favor of Grantor or its Affiliates, whether choate or inchoate, under any Law or Contract to the extent arising from, or relating to, the ownership, operation, or sale or other disposition on or after the Effective Date of any of the Properties or to the extent arising in favor of Grantor as the operator or non-operator of any Oil and Gas Property;

- (j) All rights, titles and interests of Grantor in and to oil, condensate, natural gas, natural gas liquids, and other minerals ("Hydrocarbons") produced from the Oil and Gas Properties after the Effective Date; and, to the extent related or attributable to the Oil and Gas Properties, all production, plant, and transportation imbalances as of the Effective Date; and all make-up rights with respect to take-or-pay payments;
- (k) all rights of Grantor to audit the records of any Person and to receive refunds or payments of any nature, and all amounts of money relating thereto, to the extent such rights arise on or after the Effective Date or relate to Assumed Liabilities or other matters for which Grantee is responsible under the Purchase Agreement;
- (I) all seismic, geological or geophysical information constituting proprietary data, studies, core samples, maps, related technical data and any other seismic, geological or geophysical information covering or related to the Oil and Gas Properties which the Grantor is not prohibited by agreement from transferring to Grantee other than any such information licensed from non-Affiliate Persons that cannot be transferred without additional consideration to such non-Affiliate Persons and for which Grantee has not agreed (in its sole discretion) to pay such additional consideration ("G&G Data"); and
- (m) except to the extent the transfer or disclosure thereof would be restricted by binding obligations of confidentiality (which, at the request of Grantee, Grantor will endeavor in good faith to have lifted, provided that Grantor shall not be required to expend any funds that Grantee does not agree in writing to pay in connection therewith at the time such funds are due and payable), all of the data (other than any seismic data that is not G&G Data) that is owned or licensed by Grantor (or any of its Affiliates)), files, records, maps and information, whether held in hard copy or electronic format, in Grantor's possession or to which Grantor has rights pursuant to any Applicable Contract, in each case, that are primarily related to any of the other Properties, including all land, title and contract files and operations, accounting, environmental, production and Tax records relating to Asset Taxes with respect to such properties and assets; but excluding, however, any such data, files, records, maps and information solely to the extent containing any data or information included in or relating to the Excluded Properties or to the extent related to Grantor's business generally.

The properties, rights and interests specified in the foregoing subsections (a), (b), (c), and (d), except for the Excluded Properties as defined below, are herein sometimes collectively called the "Oil and Gas Properties," and individually an "Oil and Gas Property," and the properties, rights and interests specified in the foregoing subsections (a), (b), (c), (d), (e), (f), (g), (h), (i), (j), (k), (l)



and (m) except for the Excluded Properties, are herein sometimes collectively called the "Properties" and individually a "Property."

EXCEPTING AND RESERVING to Grantor, however, the Excluded Properties (as defined below).

- (a) All rights and causes of action in favor of Grantor arising, occurring or existing in connection with the Properties or the operation of or production from the Oil and Gas Properties (including, but not limited to, any and all contract rights, claims, receivables, revenues, recoupment rights, recovery rights, accounting adjustments, mispayments, erroneous payments or other claims of any nature in favor of Grantor, provided that rights to insurance proceeds are handled under item (d) below), in each case, to the extent such claims or causes of action (i) arise prior to the Effective Date and are not related to Assumed Liabilities or other matters which Grantee is responsible for under the Purchase Agreement, or (ii) are related to Retained Liabilities or other obligations retained by Grantor under the Purchase Agreement;
 - (b) Any accounts payable accruing before the Effective Date;
- (c) All limited liability company, financial, Income Tax and legal records (other than the Leases, Applicable Contracts and title records) of Grantor;
- (d) Subject to Section 13.1 of the Purchase Agreement, all rights and interests of Grantor (i) under any policy or agreement of insurance or indemnity other than to the extent relating to Assumed Liabilities or other matters for which Grantee is responsible under the Purchase Agreement, (ii) under any bond, or (iii) to any insurance or condemnation proceeds or awards arising, in each case, from acts, omissions or events or damage to or destruction of property;
- (e) All Hydrocarbon production from or attributable to the Properties with respect to all periods prior to the Effective Date, including as described in **Section 11.1(h)(i)** of the Purchase Agreement and all proceeds attributable thereto;
- (f) Properties excluded from the purchase and sale contemplated by the Purchase Agreement under Section 6.2 or Section 7.8(c) of the Purchase Agreement;
- (g) Copies (but not the originals) of all files, as described in **Section 10.1** of the Purchase Agreement;
- (h) All deposits, cash, checks, funds and accounts receivable or received attributable to Grantor's interests in the Properties with respect to any period of time prior to the Effective Date except to the extent relating to the Assumed Liabilities or other matters for which Grantee is responsible under the Purchase Agreement, including, without limitation, Section 11.6 of the Purchase Agreement;



- All computer or communications software (including tapes, data and (i) program documentation and all tangible manifestations and technical information relating thereto) owned, licensed or used by Grantor;
- Any logo, service mark, copyright, trade name or trademark of or associated with Grantor or any Affiliate of Grantor or any business of Grantor or of any Affiliate of Grantor;
- Any documents withheld or not transferred pursuant to Section 10.1 of the Purchase Agreement;
- Any files, records, information, or data to the extent that Grantor is legally prevented from disclosing or transferring such property to Grantee as a result of confidentiality arrangements or contractual requirements with non-Affiliate Persons, provided that Grantor shall use commercially reasonable efforts to get waivers of such restrictions from such Persons (such commercially reasonable efforts shall not include the payment of fees unless Grantee has agreed in writing to pay such fees by such time as they become due);
- Any and all claims of Grantor or any of its Affiliates for refunds of, rights to receive funds from any Governmental Authority relating to, credits attributable to, or the right to report loss carryforwards of Grantor or any of its Affiliates relating to, or similar Tax assets relating to (i) Asset Taxes attributable to any period (or portion thereof) prior to the Effective Date (as determined in accordance with Section 15.1 of the Purchase Agreement), (ii) Income Taxes imposed on Grantor or any of its Affiliates, (iii) any Taxes attributable to the Excluded Properties or (iv) any other Taxes relating to the ownership or operation of the Properties or the production of Hydrocarbons or the receipt of proceeds therefrom that are attributable to any period (or portion thereof) ending prior to the Effective Date;
 - Any seismic data that is not G&G Data; and (n)
- All right, title and interest of Grantor in and to the assets described on Exhibit B attached hereto.

These excluded properties, rights and interests specified in the immediately preceding subsections (a) through (o), inclusive, are collectively referred to as the "Excluded Properties." Grantee shall not be responsible for, and Grantor expressly retains, all liabilities related to the Excluded Properties, whether such liabilities arise before or after the Effective Date. It is understood that certain of the Excluded Properties may not be embraced by the term Properties. The fact that certain properties, rights and interests have been expressly excluded is not intended to suggest that had they not been excluded they would have constituted Properties and shall not be used to interpret the meaning of any word or phrase used in describing the Properties.

TO HAVE AND TO HOLD the Properties unto Grantee, its successors and assigns, forever, subject, however, to the terms and conditions of this Conveyance and the Purchase Agreement.



GRANTOR, FOR A PERIOD OF TWO (2) YEARS AFTER THE EXECUTION OF THIS CONVEYANCE BY GRANTOR, WARRANTS DEFENSIBLE TITLE (AS SUCH TERM IS DEFINED IN THE PURCHASE AGREEMENT) TO THE PROPERTIES, SUBJECT TO THE TERMS AND CONDITIONS OF THE PURCHASE AGREEMENT, UNTO GRANTEE, ITS SUCCESSORS AND ASSIGNS, AGAINST ALL PERSONS CLAIMING OR TO CLAIM THE SAME OR ANY PART THEREOF BY, THROUGH, OR UNDER GRANTOR, BUT NOT OTHERWISE. Grantor hereby assigns to Grantee all rights, claims, and causes of action on title warranties given or made by Grantor's predecessors in interest, and Grantee is specifically subrogated to all rights which Grantor has, or may have, against its predecessors in interest, to the extent that Grantor may legally transfer such rights and grant such subrogation.

THE SPECIAL WARRANTY OF TITLE SET FORTH ABOVE AND THE EXPRESS REPRESENTATIONS AND WARRANTIES OF GRANTOR CONTAINED IN SECTION 4.1 IN THE PURCHASE AGREEMENT (COLLECTIVELY, THE "GRANTOR'S WARRANTIES") ARE EXCLUSIVE AND ARE IN LIEU OF ALL OTHER REPRESENTATIONS AND WARRANTIES, EXPRESS, IMPLIED, STATUTORY OR OTHERWISE AND GRANTOR EXPRESSLY DISCLAIMS ANY AND ALL SUCH OTHER REPRESENTATIONS AND WARRANTIES. WITHOUT LIMITATION OF THE FOREGOING AND EXCEPT FOR GRANTOR'S WARRANTIES, THE PROPERTIES ARE CONVEYED PURSUANT HERETO WITHOUT (a) ANY WARRANTY OR REPRESENTATION, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, RELATING TO (i) TITLE TO THE PROPERTIES, OR THE CONDITION, QUANTITY, OR QUALITY OF THE PROPERTIES, (ii) THE ACCURACY OR COMPLETENESS OF ANY DATA, REPORTS, RECORDS, PROJECTIONS, INFORMATION OR MATERIALS NOW, HERETOFORE OR HEREAFTER FURNISHED OR MADE AVAILABLE TO GRANTEE IN CONNECTION WITH THE PURCHASE AGREEMENT, (iii) PRICING ASSUMPTIONS, OR QUALITY OR QUANTITY OF HYDROCARBON RESERVES (IF ANY) ATTRIBUTABLE TO THE PROPERTIES OR THE ABILITY OR POTENTIAL OF THE PROPERTIES TO PRODUCE HYDROCARBONS, (iv) THE ENVIRONMENTAL CONDITION OF THE PROPERTIES, BOTH SURFACE AND SUBSURFACE, (v) THE STATUS OF THE PROPERTIES WITH RESPECT TO COMPLIANCE WITH ENVIRONMENTAL LAWS OR ANY LAW OF THE TEXAS RAILROAD COMMISSION RELATING TO SPACING, DENSITY, SETBACKS, SPECIFICATIONS OR GRADES FOR EQUIPMENT OR MATERIALS, WELL INTEGRITY OR CONSTRUCTION, AND THE PROTECTION OF CORRELATIVE RIGHTS IN HYDROCARBONS, OR (vi) ANY OTHER MATTERS CONTAINED IN ANY MATERIALS FURNISHED OR MADE AVAILABLE TO GRANTEE BY GRANTOR OR BY GRANTOR'S AGENTS OR REPRESENTATIVES, OR (b) ANY OTHER EXPRESS, IMPLIED, STATUTORY OR OTHER WARRANTY OR REPRESENTATION WHATSOEVER. WITHOUT LIMITING GRANTOR'S WARRANTIES OR GRANTEE'S RIGHTS UNDER ARTICLE VII OR ARTICLE XII OF THE PURCHASE AGREEMENT OR UNDER THIS CONVEYANCE OR ANY OTHER CONVEYANCE EXECUTED PURSUANT TO THE



PURCHASE AGREEMENT, GRANTEE SHALL BE DEEMED TO HAVE INSPECTED THE PROPERTIES FOR ALL PURPOSES AND SATISFIED ITSELF AS TO THEIR PHYSICAL AND ENVIRONMENTAL CONDITION, BOTH SURFACE SUBSURFACE, INCLUDING BUT NOT LIMITED TO CONDITIONS SPECIFICALLY RELATED TO THE PRESENCE OR RELEASE OF HAZARDOUS MATERIAL, INCLUDING HAZARDOUS SUBSTANCES, SOLID WASTES, ASBESTOS AND OTHER MAN MADE FIBERS, OR NATURALLY OCCURRING RADIOACTIVE MATERIALS. EXCEPT FOR THE GRANTOR'S WARRANTIES, GRANTOR FURTHER DISCLAIMS ANY REPRESENTATION OR WARRANTY, EXPRESS, STATUTORY OR IMPLIED, OF RIGHTS OF A PURCHASER UNDER APPROPRIATE STATUTES TO CLAIM DIMINUTION OF CONSIDERATION OR RETURN OF THE PURCHASE PRICE, IT BEING EXPRESSLY UNDERSTOOD AND AGREED BY THE PARTIES HERETO THAT WITHOUT LIMITING GRANTOR'S WARRANTIES OR GRANTEE'S RIGHTS UNDER ARTICLE VII OR ARTICLE XII OF THE PURCHASE AGREEMENT OR UNDER THIS CONVEYANCE OR ANY OTHER CONVEYANCE EXECUTED PURSUANT TO THE PURCHASE AGREEMENT, GRANTEE SHALL BE DEEMED TO BE OBTAINING THE PROPERTIES, INCLUDING, WITHOUT LIMITATION, THE EQUIPMENT COMPRISING PART OF THE PROPERTIES, IN THEIR PRESENT STATUS, AND CONDITION, "AS IS" AND "WHERE IS" WITH ALL FAULTS OR UNKNOWN, DISCOVERABLE (KNOWN OR LATENT, UNDISCOVERABLE), AND THAT GRANTEE HAS MADE OR CAUSED TO BE MADE SUCH INSPECTIONS AS GRANTEE DEEMS APPROPRIATE TO ENTER INTO THIS CONVEYANCE AND, HAS MADE SUCH INSPECTIONS AS GRANTEE DEEMS APPROPRIATE TO CONSUMMATE THE TRANSACTION CONTEMPLATED HEREBY. GRANTOR AND GRANTEE AGREE THAT, TO THE EXTENT REQUIRED BY APPLICABLE LAW TO BE EFFECTIVE, THE DISCLAIMERS OF CERTAIN REPRESENTATIONS AND WARRANTIES CONTAINED IN THIS PARAGRAPH ARE "CONSPICUOUS" DISCLAIMERS FOR THE PURPOSE OF ANY APPLICABLE LAW.

This Conveyance is made subject to the terms and conditions of the Purchase Agreement, which terms are hereby incorporated into this Conveyance by reference for all purposes; however third parties may conclusively rely upon this Conveyance to vest title to the Properties in Grantee. The Purchase Agreement contains certain representations, warranties and agreements between the parties, some of which may survive the delivery of this Conveyance, as provided for therein. Capitalized terms used herein but not defined shall have the meanings assigned to such terms in the Purchase Agreement. In the event of a conflict between the terms of this Conveyance and the Purchase Agreement the terms of the Purchase Agreement shall control for all purposes.

Grantor agrees to execute and deliver to Grantee, from time to time, such other and additional instruments, notices, division orders, transfer orders and other documents, and to do all such other and further acts and things as may be necessary to more fully and effectively grant, convey and assign to Grantee the Properties.

7



This Conveyance shall bind and inure to the benefit of the parties hereto and their respective successors and assigns.

This Conveyance, and all claims arising in connection with or related hereto, or the negotiation, execution or performance hereof (whether in contract or tort), shall, without regard to principles of conflicts of Law, be construed and enforced in accordance with and governed by the Laws of the state of Texas applicable to contracts made and to be performed entirely within such state and the Laws of the United States of America. EACH PARTY HERETO WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY ACTION, SUIT OR PROCEEDING ARISING OUT OF OR RELATING TO THIS CONVEYANCE.

This Conveyance is being executed in several counterparts all of which are identical except that, to facilitate recordation, certain counterparts hereof may contain only that portion of Exhibit A which contains specific descriptions of properties located in the recording jurisdiction in which the particular counterpart is to be recorded, with other portions of Exhibit A being included in such counterparts by reference only. All of such counterparts together shall constitute one and the same instrument.

[Remainder of page intentionally left blank; signature page follows.]



8 06 30



IN WITNESS WHEREOF this Conveyance has been executed by Grantor and Grantee on the date of its acknowledgment below but shall be effective as to runs of oil and deliveries of gas, and for all other purposes, as of the Effective Date.

GRANTOR:

Crown Oil Partners V, LP

Name: Brandon Black

Title: Vice President

GRANTEE:

Atlantic Resources II Interests LLC

Name: R.A. Jennings

Title: Chief Executive Officer

TRUE & CORRECT COPY OF ORIGINAL FILED IN REEVES COUNTY CLERKS OFFICE

90630

STATE OF TEXAS COUNTY OF MIDIAND	§ § §
	nowledged before me this 15th day of DECEMBER. 2016, by tof Crown Oil Partners V, LP, a Texas limited partnership, on
SARAH TISDALE SEMER Notary Public, State of Texas Comm. Expires 03-29-2020 Notary ID 128936570	Notary Public My Commission Expires: March 29, 2020
(Notary Seal)	My Commission Expires. 1700 (27 2020
STATE OF	§
	§

The foregoing instrument was acknowledged before me this _____ day of ______, 2016, by R.A. Jennings, as Chief Executive Officer of Atlantic Resources II Interests LLC, a Delaware limited liability company, on behalf of the limited liability company.

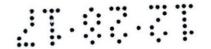
Notary Public
My Commission Expires:

(Notary Seal)

COUNTY OF ____

Acknowledgement Page to Assignment, Bill of Sale and Conveyance





IN WITNESS WHEREOF this Conveyance has been executed by Grantor and Grantee on the date of its acknowledgment below but shall be effective as to runs of oil and deliveries of gas, and for all other purposes, as of the Effective Date.

GRANTOR:

Crown Oil Partners V, LP

By: Name: Brandon Black Title: Vice President

GRANTEE:

Atlantic Resources II Interests LLC

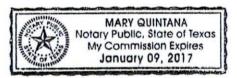
Name: R.A. Jennings
Title: Chief Executive Officer





STATE OF	§	
	§	
COUNTY OF	§	
The foregoing instrument was ackr Brandon Black, as Vice President behalf of the limited partnership.	owledged before me this day of, 201 of Crown Oil Partners V, LP, a Texas limited partnership	6, by p, on
	Notary Public My Commission Expires:	
(Notary Seal)	My Commission Expires:	
(Notally Beal)		
STATE OF <u>Jevas</u> COUNTY OF <u>Midland</u>	§	
	§	
COUNTY OF Midland	§	

The foregoing instrument was acknowledged before me this 16 day of 200 control, 2016, by R.A. Jennings, as Chief Executive Officer of Atlantic Resources II Interests LLC, a Delaware limited liability company, on behalf of the limited liability company.



Notary Public Quintana

My Commission Expires: 01 - 09 - 17

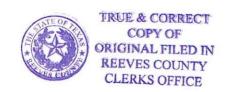
(Notary Seal)

Acknowledgement Page to Assignment, Bill of Sale and Conveyance



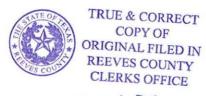
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	ALLISON RENEE		DAIL	DOCUMENT	COUNTY	SECTION	BLUCK	ADSTRACT	SURVEY	DESCRIPTION	DEPTH	ACRES	STATUS
	PARKER - ST TX MF	LEGEND NATURAL			TX.	la la		II.	PSL/				
Gateway 22	111869E	GAS IV LP	Sep 01 2010	882-615	Reeves	22	53	3570	HOPPER G	All	All depths	040.000	
	J LOYD PARKER III -	LEGEND NATURAL		333 - 13	TX.	Na. Au	00	0010	PSL/	170	Air depuis	640.000	Active
Gateway 22	ST TX MF 111869B	GAS IV LP	Sep 01 2010	882-605	Reeves	22	53	3570	HOPPER G	All	All depths	640.000	
	JAMES BEASLEY				-	-	-	00.0	HOLLEKO	All	Mi depins	640.000	Active
	YOUNG III - ST TX	LEGEND NATURAL			TX.				PSL/		l		+-
Gateway 22	MF 111869C	GAS IV LP	Sep 01 2010	882-645	Reeves	22	53	3570	HOPPER G	All	All depths	640.000	
	MCCAMEY FARM						-	0010	HOLLENG	Zu	Vii debius	640.000	Active
	AND RANCH LP - ST	LEGEND NATURAL			TX.				PSL/				
Gateway 22	TX MF 111869G	GAS IV LP	Sep 01 2010	882-595	Reeves	22	53	3570	HOPPER G	All	All depths	640.000	
	MICHELLE E				-	-		0010	HOLLENG	17311	Airdepilis	640.000	Active
	JORDAN - ST TX MF	LEGEND NATURAL			TX.				PSL /				1
Gateway 22	111869F	GAS IV LP	Sep 01 2010	882-635	Reeves	22	53	3570	HOPPER G	All	All depths	640,000	Action
- Jerselski Milana	PAMELA PARKER					7		-	T. C. T. C. T. C.	7.01	/ depuis	040.000	Active
	CLIFTON - ST TX MF	LEGEND NATURAL			TX.				PSL/				
Gateway 22	111869A	GAS IV LP	Sep 01 2010	882-625	Reeves	22	53	3570	HOPPER G	All	All depths	640,000	Action
	ROBBIN LEE										rai dopina	040.000	Active
	YOUNG - ST TX MF	LEGEND NATURAL			TX.				PSL/				
Gateway 22	111869D	GAS IV LP	Sep 01 2010	882-655	Reeves	22	53	3570	HOPPER G	All	All depths	640,000	Active
	SANDRA										- ar arpano	040.000	nouve
7	KORNEGAY								1	l .			
Johnny Cash	METCALF ET AL -	PETROHAWK			TX,					1			
23	ST TX MF 113664	PROPERTIES LP	Aug 26 2011	907-203	Reeves	23	53	4088	PSL	NW/4	All depths	160.250	Active
955 SI W		ANGELLE &										100.200	7100140
Johnny Cash		DONOHUE OIL &		- 0	TX,								
23	ST TX M 112451	GAS PROPERTIES	Apr 05 2011	879-458	Reeves	23	53	3972	PSL	S/2 & NE/4	All depths	480.750	Active
A STREET TOWNS AND ADDRESS.	AND STREET, AND ADDRESS OF THE STREET, AND ADDRE	PETROHAWK	Company Company		TX,							1001100	7,00,70
Allman 24	DONNA J SPIVEY	PROPERTIES LP	Aug 12 2011	899-82	Reeves	24	53	2294	PSL	All	All depths	640,000	Active
	JANIS DEE										10.15A194 1214		7.00.00
	BOURLAND	PETROHAWK			TX,								
Allman 24	HELMEY	PROPERTIES LP	Aug 12 2011	899-73	Reeves	24	53	2294	PSL	All	All depths	640.000	Active
a service of the serv	JEFFERY ALLAN	PETROHAWK	C 1522003.00001	Material	TX,	Jesy							
Allman 24	WILSON	PROPERTIES LP	Aug 12 2011	899-85		24	53	2294	PSL	All	All depths	640.000	Active
		PETROHAWK			TX,						CATALOG		
Allman 24	LEWIS KEITH LYNN	PROPERTIES LP	Aug 12 2011	899-64	Reeves	24	53	2294	PSL	All	All depths	640,000	Active
and the second	2 Vandator David A transportation of	PETROHAWK	N NOT SHOULD BE	MELLONG LAS	TX,		THE Y			100			
Allman 24	MARY HUEBSCH	PROPERTIES LP	Aug 12 2011	899-76	Reeves	24	53	2294	PSL	All	All depths	640.000	Active
	MICHAEL LYNN	PETROHAWK			TX,								
Allman 24	BOURLAND	PROPERTIES LP	Aug 12 2011	899-67	Reeves	24	53	2294	PSL	All	All depths	640.000	Active
		PETROHAWK	agout the degree of the	www.wor	TX,	200		Processors	N. Wester				
Allman 24	TIM WILSON	PROPERTIES LP	Aug 12 2011	899-70	Reeves	24	53	2294	PSL	All	All depths	640.000	Active
		PETROHAWK	1 150000		TX.								53N H
Allman 24	TOWANA SPIVEY	PROPERTIES LP	Aug 12 2011	899-61	Reeves	24	53	2294	PSL	All	All depths	640.000	Active
	WEETONA	PETROHAWK	12777779227729270	www.nananan	TX,		000	Construction Co.	course.				
Allman 24	STANLEY	PROPERTIES LP	Aug 12 2011	899-79	Reeves	24	53	2294	PSL	All	All depths	640.000	Active





PROSPECT	LESSOR	LESSEE	EFFECTIVE DATE	PAGE / DOCUMENT	STATE /	SECTION	BLOCK	ABSTRACT	SURVEY	LEGAL	DESCRIPTIVE	GROSS ACRES	RECORD
Allman 24	BRENDA TAYLOR	OBRIEN OIL AND GAS INC	Nov 12 2014	1129-719	TX, Reeves	25	53	3476	PSL	SE/4 LESS AND EXCEPT 4 acres in the extreme NW corner of this tract AND save and except Lots 37, 38, 39, 43, 44, 87, 88, 99, 106, 148, 150, 151, 155, 167, 168, 169, 170, 171 All located in block 1 of the Southwestern Development Company of Toyah, Texas Subdivision in the SE/4		155.03	
Allman 24	DONNA J SPIVEY	PETROHAWK PROPERTIES LP	Aug 12 2011		TX, Reeves	25	53	2293	PSL	NW/4 NW/4, S/2 NW/4, N/2 N/2 SW/4 & N/2 S/2 N/2 SW/4		180.000	
Allman 24	DONNA J SPIVEY	PETROHAWK PROPERTIES LP	Aug 12 2011	899-82	TX, Reeves	25	53	2293	PSL	NE/4 & NE/4 NW/4, S/2 SW/4 & S/2 S/2 N/2 SW/4	All depths	300,000	9
Allman 24	JANIS DEE BOURLAND HELMEY	PETROHAWK PROPERTIES LP	Aug 12 2011	899-73	TX, Reeves	25	53	2293	PSL	NW/4 NW/4, S/2 NW/4, N/2 N/2 SW/4 & N/2 S/2 N/2 SW/4	All depths	180.000	Active
Allman 24	JANIS DEE BOURLAND HELMEY	PETROHAWK PROPERTIES LP	Aug 12 2011	899-73	TX. Reeves	25	53	2293	PSL	NE/4 & NE/4 NW/4, S/2 SW/4 & S/2 S/2 N/2 SW/4	All depths	300.000	Active
Allman 24	JEFFERY ALLAN WILSON	PETROHAWK PROPERTIES LP	Aug 12 2011	899-85	TX, Reeves	25	53	2293	PSL	NW/4 NW/4, S/2 NW/4, N/2 N/2 SW/4 & N/2 S/2 N/2 SW/4	All depths	180.000	Active
Allman 24	JEFFERY ALLAN WILSON	PETROHAWK PROPERTIES LP	Aug 12 2011	899-85	TX, Reeves	25	53	2293	PSL	NE/4 & NE/4 NW/4, S/2 SW/4 & S/2 S/2 N/2 SW/4	All depths	300.000	Active



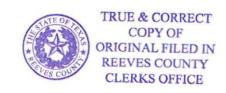


STORY OF THE		Sharp Land	LEASE &	BOOK	T. BANG	A STATE OF STREET	III SON	MASSALE	NEW PARTY	S AN OLD COMP	100 Barrier	Carried March	LEASE
PROSPECT	LESSOR	LESSEE	DATE	PAGE / DOCUMENT	COUNTY	SECTION	BLOCK	ABSTRACT	SURVEY	LEGAL DESCRIPTION	DESCRIPTIVE	GROSS	RECOR
Aliman 24	KIMBERLY KAY SLOAN	OBRIEN OIL AND GAS INC	Oct 03 2014	1116-177 Amended 1129-717	TX, Reeves	25	53	3476	PSL	SE/4 LESS AND EXCEPT 4 acres in the extreme NW corner of this tract AND save and except Lots 37.38.39, 43, 44.87,88,99, 106, 148, 150, 151, 155, 167, 168, 169, 170, 171 All located in block 1 of the Southwestern Development Company of Toyah, Texas Subdivision in the SE/4		155,032	
Allman 24	LEWIS KEITH LYNN	PETROHAWK	Aug 12 2011		TX, Reeves	25	53	2293	PSL	NW/4 NW/4, S/2 NW/4, N/2 N/2 SW/4 & N/2 S/2 N/2 SW/4		180,000	
Aliman 24	LEWIS KEITH LYNN	PETROHAWK PROPERTIES LP	Aug 12 2011	899-64	TX, Reeves	25	53	2293	PSL	NE/4 & NE/4 NW/4, S/2 SW/4 & S/2 S/2 N/2 SW/4		300.000	
Allman 24	MARY HUEBSCH	PETROHAWK PROPERTIES LP	Aug 12 2011	899-76	TX, Reeves	25	53	2293	PSL	NW/4 NW/4, S/2 NW/4, N/2 N/2 SW/4 & N/2 S/2 N/2 SW/4	All depths	180.000	Active
Allman 24	MARY HUEBSCH	PETROHAWK PROPERTIES LP	Aug 12 2011	899-76	TX. Reeves	25	53	2293	PSL	NE/4 & NE/4 NW/4, S/2 SW/4 & S/2 S/2 N/2 SW/4	All depths	300.000	Active
Aliman 24	MICHAEL LYNN BOURLAND	PETROHAWK PROPERTIES LP	Aug 12 2011	899-67	TX, Reeves	25	53	2293	PSL	NW/4 NW/4, S/2 NW/4, N/2 N/2 SW/4 & N/2 S/2 N/2 SW/4 NE/4 & NE/4	All depths	180.000	Active
Allman 24	MICHAEL LYNN BOURLAND	PETROHAWK PROPERTIES LP	Aug 12 2011	899-67	TX, Reeves	25	53	2293	PSL	NE/4 & NE/4 NW/4, S/2 SW/4 & S/2 S/2 N/2 SW/4	All depths	300.000	Active





			LEASE & EFFECTIVE	BOOK / PAGE /	STATE /		No.		1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	LEGAL	DESCRIPTIVE	GROSS	RECORD
PROSPECT	CHARLES LAWHON, JANET LAWHON,	LESSEE	DATE	DOCUMENT	COUNTY	SECTION	BLOCK	ABSTRACT	SURVEY	DESCRIPTION SE'A of Section 25, Block, 53, A 3476, PSL Survey, Reeves County, Texas containing 160 acres, more or less, LESS AND EXCEPT 4 acres, more or less, in the extreme NW/corner and FURTHER LESS AND EXCEPT all of Lots 106, 87, 151, 170, 171, 175, 148, 167, 168, 37, 38, 39 and the East 22.579 feet of lot 99, all in Block 1 of the Southwestern Development Company of Toyah, Texas	DEPTH	AGRES	STATUS
Allman 24	JOHN LAWHON, TRACEY SCHEIDLER	Endurance Resources Holdings II, LLC	Sep 30 2016	1330-061	TX, Reeves	25	53	3476	PSL	Subdivision of the SE/4 of Section 25,	All depths	155.032	Active
Aliman 24	TIM WILSON	PETROHAWK PROPERTIES LP	Aug 12 2011		TX, Reeves	25	53	2293	PSL	NW/4 NW/4, S/2 NW/4, N/2 N/2 SW/4 & N/2 S/2 N/2 SW/4 NE/4 & NE/4 NW/4, S/2 SW/4 & S/2 S/2	All depths	180.000	
Allman 24	TIM WILSON	PETROHAWK PROPERTIES LP	Aug 12 2011	899-70	Reeves	25	53	2293	PSL	N/2 SW/4	All depths	300.000	Active
Aliman 24	TOWANA SPIVEY	PETROHAWK PROPERTIES LP	Aug 12 2011	899-61	TX, Reeves	25	53	2293	PSL	NW/4 NW/4, S/2 NW/4, N/2 N/2 SW/4 & N/2 S/2 N/2 SW/4 NE/4 & NE/4	All depths	180.000	Active
Allman 24	TOWANA SPIVEY	PETROHAWK PROPERTIES LP	Aug 12 2011	899-61	TX, Reeves	25	53	2293	PSL	NW/4, S/2 SW/4 & S/2 S/2 N/2 SW/4	All depths	300.000	Active
Allman 24	WEETONA STANLEY	PETROHAWK PROPERTIES LP	Aug 12 2011	899-79	TX, Reeves	25	53 -	2293	PSL	NW/4 NW/4, S/2 NW/4, N/2 N/2 SW/4 & N/2 S/2 N/2 SW/4	All depths	180.000	Active







COLUMN TOWN	Word Carl Barrier	THE PERSON NAMED IN COLUMN	LEASE &	BOOK /		BREEK	Carte !		Rainwall	S. S	Marilla Salari San Co.	THE PARTY NAMED IN	LEASE
PROSPECT	LESSOR	LESSEE	DATE	PAGE / DOCUMENT	COUNTY	SECTION	BI OCK	ABSTRACT	SURVEY	DESCRIPTION	DESCRIPTIVE	GROSS	STATUS
- NOOF LOT	LESSOR	LLOGEL	DAIL	DO COMILIY I	COUNTY	OLO HOIL	DECON	PADOTIONOL	OUNTE	NE/4 & NE/4	DD 311	Horizo	DIAIGO
		and the second			lane I					NW/4, S/2			1
	WEETONA	PETROHAWK			TX,					SW/4 & S/2 S/2			
Allman 24	STANLEY	PROPERTIES LP	Aug 12 2011	899-79	Reeves	25	53	2293	PSL	N/2 SW/4	All depths	300.000	Active
								187 acs - A					
		ANGELLE &			di i			3973, 374 acs - A 4129,					li .
Johnny Cash		DONOHUE OIL &			TX.		1	80 acs - A					
23	ST TX M 112452	GAS PROPERTIES	Apr 05 2011	879-452	Reeves	26	53	4182	PSL	All	All depths	641,000	Active
	ALLISON RENEE	OND THOI ENTILE	741002011	010 102	1100100		0.0	7102	PSL/	7.00	rai departs	041.000	riouvo
	PARKER - ST TX MF	LEGEND NATURAL			TX.	1			HOPPER				
Gateway 22	111869E	GAS IV LP	Sep 01 2010	882-615	Reeves	27	53	3568	WM	N/2 & SW/4	All depths	480.700	Active
									PSL/				
	J LOYD PARKER III -	LEGEND NATURAL	0.000		TX,	0041	la constitution of the con	L.	HOPPER	SAME TO STREET OF STREET		NO SERVICIONE DE LA CONTRACTION DEL CONTRACTION DE LA CONTRACTION	
Gateway 22	ST TX MF 111869B	GAS IV LP	Sep 01 2010	882-605	Reeves	27	53	3568	WM	N/2 & SW/4	All depths	480.700	Active
	JAMES BEASLEY	LECENIO NIATURAL			TX.				PSL/ HOPPER				
Gateway 22	YOUNG III - ST TX MF 111869C	LEGEND NATURAL GAS IV LP	Sep 01 2010	882.645	Reeves	27	53	3568	WM	N/2 & SW/4	All depths	480,700	Antivo
Gateway 22	MCCAMEY FARM	GAS IV LF	3ep 01 2010	002-040	Indoves	21	00	3000	PSL/	IVZ a SVV/4	All depths	460.700	Active
	AND RANCH LP - ST	LEGEND NATURAL			TX.				HOPPER				
Gateway 22	TX MF 111869G	GAS IV LP	Sep 01 2010	882-595	Reeves	27	53	3568	WM	N/2 & SW/4	All depths	480.700	Active
	MICHELLE E								PSL/				110000
	JORDAN - ST TX MF	LEGEND NATURAL			TX,				HOPPER	1			
Gateway 22	111869F	GAS IV LP	Sep 01 2010	882-635	Reeves	27	53	3568	WM	N/2 & SW/4	All depths	480.700	Active
	PAMELA PARKER	turio con concessor de la constanta							PSL/				
	CLIFTON - ST TX MF	LEGEND NATURAL			TX,	0.2		area	HOPPER				
Gateway 22	111869A	GAS IV LP	Sep 01 2010	882-625	Reeves	27	53	3568	WM PSL/	N/2 & SW/4	All depths	480.700	Active
	ROBBIN LEE YOUNG - ST TX MF	LEGEND NATURAL			TX.				HOPPER				
Gateway 22	111869D	GAS IV LP	Sep 01 2010	882-655	Reeves	27	53	3568	WM	N/2 & SW/4	All depths	480,700	Active
Cuichaj ZZ	1110000	ENDURANCE	Sup or got	502 500	1,00700	-	-			THE COUNTY	rui dopina	400,700	7101110
GLO 53 Sec	LOWE ROYALTY	RESOURCES			TX,								
28-33	PARTNERS LP	HOLDINGS II LLC	Jul 15 2015	1197-427	Reeves	36	53	2652	PSL	N/2	All depths	320.000	Active
		ENDURANCE		1	TX,		1						
GLO 53 Sec	OT TV ME 447077	RESOURCES HOLDINGS II LLC	Jan 05 2016	1202 0200	& Reeves	70	53	2652	PSL	W/2	All deaths	200 500	
28-33	ST TX MF 117877	HOLDINGS II LLC	Jan 05 2016	1200-0200	a Reeves	20	03	2652	PSL	VVIZ	All depths	320.500	Active
		ENDURANCE			TX,			1					
GLO 53 Sec		RESOURCES			Culberson			1					
28-33	ST TX MF 117878	HOLDINGS II LLC	Jan 05 2016	1260-0195	& Reeves	33	53	2	PSL	All	All depths	641.000	Active
	ALLISON RENEE												
	PARKER - ST TX MF		200 10000000000000000000000000000000000	Lancación de la constantina della constantina de	TX,	Letter 1	500	Section 1	-0.00	400			
Gateway 34	111869E	GAS IV LP	Sep 01 2010	882-615	Reeves	34	53	3567	PSL	All	All depths	641.000	Active
	J LOYD PARKER III -	LEGEND NATURAL	0 04 0040	000 005	TX,	24	50	2667	200				
Gateway 34	ST TX MF 111869B JAMES BEASLEY	GAS IV LP	Sep 01 2010	882-605	Reeves	34	53	3567	PSL	All	All depths	641.000	Active
	YOUNG III - ST TX	LEGEND NATURAL			TX.								
Gateway 34	MF 111869C	GAS IV LP	Sep 01 2010	882-645	Reeves	34	53	3567	PSL	All	All depths	641,000	Active
	MCCAMEY FARM		227.3.4410								- July	5.1,000	
	AND RANCH LP - ST	LEGEND NATURAL			TX,								
Sateway 34	TX MF 111869G	GAS IV LP	Sep 01 2010	882-595	Reeves	34	53	3567	PSL	All	All depths	641.000	Active
	MICHELLE E												
	JORDAN - ST TX MF	LEGEND NATURAL			TX,					L.W	Name of the second	l maranana	No.
Sateway 34	111869F	GAS IV LP	Sep 01 2010	882-635	Reeves	34	53	3567	PSL	All	All depths	641.000	Active



DSPECT LESSOR	Mint !	Peper	EFFECTIVE	PAGE /	STATE!	BECTION	BLOCK	ADSTRUCT	SUDIES.	LEGAL	DESCRIPTIVE	GROSS	RECORD
PAMELA P	ADVCD	LESSEE	DATE	DOCUMENT	COUNTY	SECTION	BLOCK	ABSTRACT	SURVEY	DESCRIPTION	DEPTH	ACRES	STATUS
CLIFTON -		LEGEND NATURAL			TX.								
The state of the s	STIAME		0 01 2010	800 005		2.4	ro.	ares	DOL	AW.			1000
eway 34 111869A	-,	GAS IV LP	Sep 01 2010	882-625	Reeves	34	53	3567	PSL	All	All depths	641.000	Active
ROBBIN LE		. manus attenue			-			1					1
YOUNG -	ST TX MF	LEGEND NATURAL			TX,					L			
eway 34 111869D		GAS IV LP	Sep 01 2010	882-655	Reeves	34	53	3567	PSL	All	All depths	641.000	Active
din Wolf LOWE RO	YALTY	ENDURANCE									NOT THE REAL PROPERTY.		1
53 Sec PARTNERS	SLP-ST	RESOURCES			TX,				PSL/LL				
TX MF 117	612	HOLDINGS II LLC	Jul 15 2015	1202-0403	Reeves	35	53	3467	FORD	S/2 & NE/4	All depths	480.000	Active
		ENDURANCE							-				
eway fna LOWE RO	YALTY	RESOURCES			TX.								1
onwood PARTNERS		HOLDINGS II LLC	Jul 15 2015	1202-0403	Reeves	36	53	2610	PSL	N/2	All depths	320.000	Active
din Wolf LOWE RO		ENDURANCE	30, 13 2010	1202-0400	1100103	50	00	2010	r ot	14/2	All depuis	320.000	Active
		RESOURCES			TX.							1	
53 Sec PARTNERS											CHARLES CARROLL STORY	******	WOOD OF THE
TX MF 117		HOLDINGS II LLC	Jul 15 2015	1202-0403	Reeves	37	53	5968	PSL	W/2	All depths	320.000	Active
ALLISON R		CONTRACTOR OF THE CONTRACTOR			Coars .								
PARKER -	ST TX MF	LEGEND NATURAL	100 0000 0000		TX,	to Paris		A CONTRACTOR OF THE PARTY OF TH	loour :				1
eway 38 111869E		GAS IV LP	Sep 01 2010	882-615	Reeves	38	53	2981	PSL	All	All depths	641.000	Active
JLOYD PA	RKER III -	LEGEND NATURAL			TX,						-		
way 38 ST TX MF	111869B	GAS IV LP	Sep 01 2010	882-605	Reeves	38	53	2981	PSL	All	All depths	641.000	Active
JAMES BE						7		777					
YOUNG III		LEGEND NATURAL			TX.								
way 38 MF 111869		GAS IV LP	Sep 01 2010	882.645	Reeves	38	53	2981	PSL	All	All depths	641.000	Action
MCCAMEY		GAG IV LF	36P 01 2010	002-040	Keeves	30	00	2001	FOL	Z	All depths	041.000	Active
					mr.								
A CONTRACTOR AND A STATE OF THE PARTY OF THE		LEGEND NATURAL	7207772372222		TX,				and and the	442	Haraun yan emasur in 1	(arreno rayana)	AN INCOME.
eway 38 TX MF 1118		GAS IV LP	Sep 01 2010	882-595	Reeves	38	53	2981	PSL	All	All depths	641.000	Active
MICHELLE	E												
JORDAN -	ST TX MF	LEGEND NATURAL			TX,				1				
way 38 111869F		GAS IV LP	Sep 01 2010	882-635	Reeves	38	53	2981	PSL	All	All depths	641.000	Active
PAMELA P.	ARKER				. 1								1111
CLIFTON -		LEGEND NATURAL			TX.				1				
way 38 111869A	O1 17.1811	GAS IV LP	Sep 01 2010	882.625	Reeves	38	53	2981	PSL	All	All depths	641.000	Active
	-	GAS IV LF	Sep 01 2010	002-020	Keeves	00	90	2001	I GL	MI	All deputs	041.000	Notive
ROBBIN LE		FORM NATIONAL			TV								
YOUNG - S	STIXME	LEGEND NATURAL			TX.						AND 10 COMP.		V-100000
way 38 111869D		GAS IV LP	Sep 01 2010	882-655	Reeves	38	53	2981	PSL	All	All depths	641.000	Active
		ENDURANCE			1960								
53 Sec		RESOURCES			TX.				la se				
6 ST TX MF 1	17884	HOLDINGS II LLC	Jan 05 2016	1260-0184	Reeves	39	53		PSI	All	All depths	641.000	Active
		ENDURANCE			TX,			1					
		RESOURCES			Culberson								
Sect 40 ST TX MF 1	18107	HOLDINGS II LLC	Jul 19 2016		& Reeves	40	53	2654	PSL	All	All depths	641,000	Active
ALLISON R		TIOLDINGS II LLO	041 10 2010			7.0	-	2001			, an dapane	0,111000	7.00.10
		LECEND MATURAL			TX.								
53 Sec PARKER -	STIXME	LEGEND NATURAL				461		00.67	no.	400		044.000	
6 111869E		GAS IV LP	Sep 01 2010	882-615	Reeves	46	53	2657	PSL	All	All depths	641.000	Active
53 Sec JLOYD PA		LEGEND NATURAL			TX,								
6 ST TX MF 1	11869B	GAS IV LP	Sep 01 2010	882-605	Reeves	46	53	2657	PSL	All	All depths	641.000	Active
JAMES BEA	ASLEY											-	
53 Sec YOUNG III -		LEGEND NATURAL			TX.		1						
6 MF 111869		GAS IV LP	Sep 01 2010	882-645		46	53	2657	PSL	All	All depths	641,000	Active
MCCAMEY		Arrive IV Life	30p 01 2010				-				Jupine	2.1.000	
		LECEND MATIES			TX.								
53 Sec AND RANC		LEGEND NATURAL	0	000 505		40	60	0067	DCI	A.11	All deaths	0.44.000	A setting
		GAS IV LP	Sep 01 2010	882-595	Reeves	46	53	2657	PSL	All	All depths	641.000	Active
53 Sec JORDAN -	ST TX MF	LEGEND NATURAL			TX,								
		GAS IV LP	Sep 01 2010	882-635	Reeves	46	53	2657	PSL	All	All depths	641.000	Active
	E	MF	GAS IV LP MF LEGEND NATURAL GAS IV LP	MF LEGEND NATURAL	MF LEGEND NATURAL	MF LEGEND NATURAL TX,	MF LEGEND NATURAL TX.	MF LEGEND NATURAL TX.	MF LEGEND NATURAL TX,	MF LEGEND NATURAL TX.	MF LEGEND NATURAL TX.	MF LEGEND NATURAL TX.	MF LEGEND NATURAL TX,



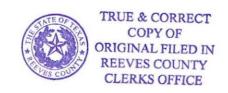


	HARRY D.	Sent of the sent o	EFFECTIVE	PAGE I	STATE /	12.55	HAVE			LEGAL	DESCRIPTIVE	GROSS	RECORD
PROSPECT		LESSEE	DATE	DOCUMENT	COUNTY	SECTION	BLOCK	ABSTRACT	SURVEY	DESCRIPTION	DEPTH	ACRES	STATUS
	PAMELA PARKER												
GLO 53 Sec	CLIFTON - ST TX MF	LEGEND NATURAL			TX,			1	1 .				
39-46	111869A	GAS IV LP	Sep 01 2010	882-625	Reeves	46	53	2657	PSL	All	All depths	641.000	Active
	ROBBIN LEE				1			1					
GLO 53 Sec	YOUNG - ST-TX MF	LEGEND NATURAL			TX,								
39-46	111869D	GAS IV LP	Sep 01 2010	882-655	Reeves	46	53	2657	PSL.	All	All depths	641.000	Active
	ALLISON RENEE												-
	PARKER - ST TX MF	LEGEND NATURAL			TX.	1				N/2, SW/4 &		1	
Gateway 38	111869E	GAS IV LP	Sep 01 2010	882-615	Reeves	47	53	3569	PSL	W/2 SE/4	All depths	561,000	Active
	J LOYD PARKER III -	LEGEND NATURAL			TX.					N/2, SW/4 &			-
Gateway 38	ST TX MF 111869B	GAS IV LP	Sep 01 2010	882-605	Reeves	47	53	3569	PSL	W/2 SE/4	All depths	561,000	Active
	JAMES BEASLEY												
	YOUNG III - ST TX	LEGEND NATURAL			TX.	1		1		N/2 SW/4 &		1	
Sateway 38	MF 111869C	GAS IV LP	Sep 01 2010	882-645	Reeves	47	53	3569	PSL	W/2 SE/4	All depths	561,000	Active
	MCCAMEY FARM												7.10117.0
	AND RANCH LP - ST	LEGEND NATURAL			TX.	1		1		N/2, SW/4 &		1	
Gateway 38	TX MF 111869G	GAS IV LP	Sep 01 2010	882-595	Reeves	47	53	3569	PSL	W/2 SE/4	All depths	561,000	Activo
Jaionay Jo	MICHELLEE	ONO IV EI	Ocp of Zoro	002 000	1100100	7.	00	0000	1.02	WE OLD	rsii supiris	001.000	Marke
	JORDAN - ST TX MF	LEGEND NATURAL			TX.	1		1		N/2, SW/4 &		1	
Gateway 38	111869F	GAS IV LP	Sep 01 2010	882.635	Reeves	47	53	3569	PSL	W/2 SE/4	All depths	561.000	Artivo
Sateway 50	PAMELA PARKER	OVO IA FL	G0P 01 2010	002-000	1,00000	141	00	5005	I OL	WIE OLIG	All doptila	301.000	MUITE
	CLIFTON - ST TX MF	LEGEND NATURAL			TX.	1				N/2, SW/4 &			
Gateway 38	111869A	GAS IV LP	Sep 01 2010	892.625	Reeves	47	53	3569	PSL.	W/2 SE/4	All depths	561.000	Action
Sateway 35	ROBBIN LEE	GAS IV LP	Sep 01 2010	002-025	Keeves	97	23	2009	PaL	W/2 5E/4	All depths	561,000	Active
		LEGEND NATURAL			TX.	1				N/2, SW/4 &		1	
	YOUNG - ST TX MF		Sep 01 2010	000 000	Reeves	47	53	3569	PSL	W/2 SE/4	All double	E04 000	Anthon
Gateway 38	111869D	GAS IV LP	Sep 01 2010	862-655		47	55	2008	PSL	VV/2 SE/4	All depths	561.000	Active
		PETROHAWK		064 700	TX,	48	53	3628	PSL.	W/2 SW/4	A.W. 4545	00.000	4.00
Gateway 48	TX MF114473D	PROPERTIES LP	May 24 2012	951-763	Reeves	46	53	3628	PSL	W/2 SW/4	All depths	80.000	Active
	ALLISON RENEE				TV.	1		1	1				
	PARKER - ST TX MF	LEGEND NATURAL			TX,					N/2, SE/4 & E/2			A CALCUI
Gateway 48	111869E	GAS IV LP	Sep 01 2010	882-615	Reeves	48	53	2980	PSL	SW/4	All depths	561.000	Active
													10
	BARBARA				1								
	ELIZABETH				mar.			1	1		i .		
Lav Consumo appa	JOHNSON DODSON				TX,						www.province		A SHARK ATTO
Gateway 48	- ST TX MF114473K	PROPERTIES LP	May 24 2012	956-404	Reeves	48	53	3628	PSL	W/2 SW/4	All depths	80.000	Active
	BILLIE NELL	COLUMN TO THE SECOND			2000								
	EASTLAND - ST TX	PETROHAWK	10-20-20-20-20-20-20-20-20-20-20-20-20-20	100.000	TX,	V2	553	5550	2500				
Gateway 48	MF114473E	PROPERTIES LP	May 24 2012	951-755	Reeves	48	53	3628	PSL	W/2 SW/4	All depths	80,000	Active
	CHRISTINA C	A STATE OF THE PARTY OF THE PAR											
	STAPLETON ET AL -	PETROHAWK			TX,	1000			17,000	The same of the sa			
Gateway 48	ST TX MF114473C	PROPERTIES LP	May 24 2012	951-746	Reeves	48	53	3628	PSL	W/2 SW/4	All depths	80.000	Active
	GEORGE M CROSS -	PETROHAWK			TX,	1							
Sateway 48	ST TX MF114473L	PROPERTIES LP	May 24 2012	956-396	Reeves	48	53	3628	PSL.	W/2 SW/4	All depths	80.000	Active
	J LOYD PARKER III -	LEGEND NATURAL			TX,					N/2, SE/4 & E/2			
Sateway 48	ST TX MF 111869B	GAS IV LP	Sep 01 2010	882-605	Reeves	48	53	2980	PSL	SW/4	All depths	561,000	Active
	JAMES BEASLEY				-						The same of the sa		and the same of th
	YOUNG III - ST TX	LEGEND NATURAL			TX.	1	l	1		N/2, SE/4 & E/2		1	
Sateway 48	MF 111869C	GAS IV LP	Sep 01 2010	882-645	Reeves	48	53	2980	PSL	SW/4	All depths	561.000	Active
20	JAMES G		227 2. 2010							1	30,000	551,000	
	CRAWFORD - ST TX	PETROHAWK			TX.			1					
Sateway 48	MF114473M	PROPERTIES LP	May 24 2012	956-388	Reeves	48	53	3628	PSL.	W/2 SW/4	All depths	80.000	Action
Janeway 40	KARA L KEYZER ET	THE PERMIT	muj 24 2012	300 300	1,00403	10	-	0020		11/2 011/4	и зериз	60.000	LIGHTAR
	AL - ST TX	PETROHAWK		1	TX.			1					
Sateway 48	MF114473B	PROPERTIES LP	May 24 2012	951.736	Reeves	48	53	3628	PSL.	W/2 SW/4	All depths	80.000	Action
	INI 1 144 / OC	LINGLEH HEGEL	may 24 2012	1001-100	II. contant	140	44	0020	J. OL.	LAALS CLAALA	rui depuia	00.000	Wettive

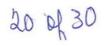




PROSPECT	LESSOR	LESSEE	DATE	PAGE /	STATE!	SECTION	m nor	ADOVEN		LEGAL	DESCRIPTIVE	GROSS	RECOR
HOSPECI	LYNN SWIGART -	PETROHAWK	DATE	DOCUMENT	TX.	SECTION	BLOCK	ABSTRACT	SURVEY	DESCRIPTION	DEPTH	ACRES	STATU
Sateway 48	ST TX MF114473A	PROPERTIES LP	May 24 2012	051.720	Reeves	48	53	3628	PSL	MANO CHANG			
omenaj 10	MCCAMEY FARM	THOI LIVING LI	may 24 2012	331-123	1700AG2	40	00	3020	PSL	W/2 SW/4	All depths	80.000	Active
	AND RANCH LP - ST	LEGEND NATURAL			TX.								
Gateway 48	TX MF 111869G	GAS IV LP	Sep 01 2010	000 505	Reeves	40				N/2, SE/4 & E/2	Value Control of the	APRIL 1990 - 1990	10000
Jateway 40	MICHELLE E	GAS IV LP	Sep 01 2010	882-595	Reeves	48	53	2980	PSL	SW/4	All depths	561.000	Active
					and h					COLD IN THE			T
	JORDAN - ST TX MF	LEGEND NATURAL	125 120 120 120	ENERGE OF THE PROPERTY OF	TX.	la-si	58.3			N/2, SE/4 & E/2	1		
Gateway 48	111869F	GAS IV LP	Sep 01 2010	882-635	Reeves	48	53	2980	PSL	SW/4	All depths	561.000	Active
	PAMELA PARKER												
	CLIFTON - ST TX MF				TX,		Ober 1			N/2, SE/4 & E/2			
Gateway 48	111869A	GAS IV LP	Sep 01 2010	882-625	Reeves	48	53	2980	PSL	SW/4	All depths	561.000	Active
	RACHEL MORTON	ASSESSMENT AND ASSESSMENT OF THE PARTY OF TH	1000		I and the second						The state of the s		1
	NIXON ET AL - ST	PETROHAWK			TX,								
Gateway 48	TX MF114473J	PROPERTIES LP	May 24 2012	955-216	Reeves	48	53	3628	PSL	W/2 SW/4	All depths	80,000	Active
	ROBBIN LEE											00.000	richite
	YOUNG - ST TX MF	LEGEND NATURAL			TX.				1	N/2, SE/4 & E/2			
Sateway 48	111869D	GAS IV LP	Sep 01 2010	882-655	Reeves	48	53	2980	PSL	SW/4	All depths	561.000	Anthen
	RONALD DAVID					-	-	E C C C		01114	An deptils	301.000	Active
	COODY ET AL - ST	PETROHAWK			TX.				1				1
Sateway 48	TX MF1144731	PROPERTIES LP	May 24 2012	955-207	Reeves	48	53	3628	PSL	W/2 SW/4	All depths	00.000	
The state of the	ROSS A GILSON ET	THO ENTIRE E	100 100 100 100 100 100 100 100 100 100	500-207	1100105	40	00	3020	FOL	VVIZ GVVI4	All depths	80,000	Active
	AL - ST TX	PETROHAWK			TX.								
Sateway 48	MF114473H	PROPERTIES LP	May 24 2012	DEE 100	Reeves	48	53	2000	PSL		****	1201000	NAME OF TAXABLE PARTY.
Automay 40	WILLIAM KINARD	PROPERTIES EF	May 24 2012	900-190	Keeves	40	55	3628	PSL	W/2 SW/4	All depths	80.000	Active
	CROUCH - ST TX	PETROHAWK	8		TX.								
2 ml m m m d fi	MF114473N		11 04 0040	055 400				2222	2020	2215/25/25			
Sateway 48		PROPERTIES LP	May 24 2012	955-199	Reeves	48	53	3628	PSL	W/2 SW/4	All depths	80.000	Active
	WILLIAM MILTON						1	1			10		1
	BEVILL ET AL - ST	PETROHAWK			TX,				Section 1	MATCHAN PROPERTY OF THE	VIII NAME AND ADDRESS OF	55,000,000,000	
3ateway 48	TX MF114473F	PROPERTIES LP	May 24 2012	955-225	Reeves	48	53	3628	PSL	W/2 SW/4	All depths	80.000	Active
	WORTH W ROSS				and a second								
CONTRACTOR OF STREET	ET AL - ST TX	PETROHAWK	WW TOWNSON	A CONTRACTOR	TX,	tussi	15mm	Europe I					
Sateway 48	MF114473G	PROPERTIES LP	May 24 2012	955-181	Reeves	48	53	3628	PSL	W/2 SW/4	All depths	80.000	Active
	BLAKE OIL AND							1	1		Surface to 100'		1
	GAS	PETROHAWK			TX,		1100			E/2 SE/4 &	below the deepest		1
Orbison 28	CORPORATION	PROPERTIES LP	Oct 05 2011	910-163	Reeves	28	56	5016	PSL	SW/4 SE/4	producing interval	120,000	Active
	CARTER								-			720.000	7101140
	JONOTHAN			1									1
	COLEMAN - ST TX	PETROHAWK			TX.					N/2 NE/4 &			
Orbison 28	MF 117757	PROPERTIES LP	Aug 30 2011	907-211	Reeves	28	56	5967	PSL	SE/4 NE/4	All depths	119,780	Active
	CARTER									OL THE T	7 ili dopina	110.700	Menve
	JONOTHAN							1					
	COLEMAN - ST TX	PETROHAWK			TX.			1					
Orbison 28	MF 117757	PROPERTIES LP	Aug 30 2011	907.211	Reeves	28	56	5704	PSL	W/2	All double		A SHARLING
A DISON ZO	NIT TITTOT	PROPERTIES LF	Aug 30 2011	307-211	Keeves	20	36	5704	POL	VV/Z	All depths	319.140	Active
	BANK OF AMERICA,												
	N.A., TRUSTEE OF							1					
	THE CHARLES R.										C 7 A 7		
	MEEKER TRUST.							1			Surface to the		
	U/A DATED JULY 6,										stratigraphic		
	1992, AMENDED										equivalent of the		
	AND RESTATED				active.			1		110000000000000000000000000000000000000	base of the		
	JUNE 5, 1998	PETROHAWK	CAS MARCHANIA		TX,	A100.2			lean.	N/2 NE/4 &	Wolfcamp		
Orbison 28	OUTE 0, 1000	PROPERTIES LP	Apr 28 2011	882-197		28	56	5967	PSL	SE/4 NE/4	Formation	119.780	Active
		PETROHAWK			TX,					E/2 SE/4 &			
Orbison 28	DAVID R SCYOC	PROPERTIES LP	Nov 01 2011	913-371	Reeves	28	56	5016	PSL	SW/4 SE/4	All depths	120.000	Active







PROSPECT	LESSOR	LESSEE	EFFECTIVE DATE	PAGE / DOCUMENT	STATE /	SECTION	BLOCK	ABSTRACT	SURVEY	LEGAL	DESCRIPTIVE	GROSS ACRES	RECORD
Orbison 28	E L GARRISON TRUST; JOYCE THOMAS INDIVIDUALLY AND TRUSTEE	PETROHAWK PROPERTIES LP	Feb 08 2011		TX, Reeves	28	56	5875	PSL	S/2 NW/4 SE/4	All depths		Active
Orbison 28	FRANCES A POLLARD -	PETROHAWK PROPERTIES LP	Aug 30 2011		TX, Reeves	28	56	5967	PSL	N/2 NE/4 & SE/4 NE/4	All depths	119.780	
Orbison 28	FRANCES A POLLARD - DECEASED - ST TX MF 117757	PETROHAWK PROPERTIES LP	Aug 30 2011	907-220	TX, Reeves	28	56	5704	PSL	W/2	All depths	319.140	Active
Orbison 28	H L HAWKINS JR	PETROHAWK PROPERTIES LP	Mar 03 2011		TX, Reeves	28	56	5704	PSL	W/2	Surface to 100' below the base of the Wolfcamp Formation	319.140	
Orbison 28	HARRISON TRUST RODDY HARRISON TRUSTEE	ENDURANCE RESOURCES LLC	Aug 31 2015		TX, Reeves	28	56	5967	PSL	N/2 NW/4 SE/4	Surface to 100' below the stratigraphic equivalent of the base of the Wolfcamp Formation	,	Active
Orbison 28	AKA JILL PERRY HOLT - ST TX MF 117757	PETROHAWK PROPERTIES LP	Aug 30 2011	907-217	TX, Reeves	28	56	5967	PSL	N/2 NE/4 & SE/4 NE/4	All depths	119.780	Active
Orbison 28	JILL HOLT BELL AKA JILL PERRY HOLT - ST TX MF 117757	PETROHAWK PROPERTIES LP	Aug 30 2011	907-217	TX, Reeves	28	56	5704	PSL	W/2	All depths	319,140	Active
Orbison 28	LIFETIME BENEFIT OF L H MEEKER ET AL ST TX MF 117758	PETROHAWK PROPERTIES LP	Feb 09 2011		TX, Reeves	28	56	5967	PSL	N/2 NE/4 & SE/4 NE/4	Surface to 100' below the stratigraphic equivalent of the base of the Wolfcamp Formation	119.780	
Orbison 28	MEEKER INVESTMENTS INC - ST TX MF 117758	PETROHAWK PROPERTIES LP	Feb 09 2011	886-508	TX, Reeves	28	56	5967	PSL	N/2 NE/4 & SE/4 NE/4	Surface to 100' below the stratigraphic equivalent of the base of the Wolfcamp Formation	119.780	Active
Orbison 28	NEAL LEE BINGHAM - ST TX MF 117754	PROPERTIES LP	Feb 09 2011	878-803	TX, Reeves	28	56	5858	PSL	SW/4 NE/4	All depths	40.000	Active
Orbison 28	ROBERT J HOOK ET UX	PETROHAWK PROPERTIES LP	Feb 09 2011	878-806	TX, Reeves	28	56	5016	PSL	E/2 SE/4 & SW/4 SE/4	All depths	120.000	Active
Orbison 28	RONALD I WILSON ET UX	PETROHAWK PROPERTIES LP	Feb 09 2011	878-805	TX, Reeves	28	56	5016	PSL	E/2 SE/4 & SW/4 SE/4	All depths	120.000	
Orbison 28	VIRGINIA R HUSTON	PETROHAWK PROPERTIES LP	Apr 11 2011	886-504	TX, Reeves	28	56	5016	PSL	E/2 SE/4 & SW/4 SE/4	All depths	120.000	Active

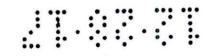




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PROSPECT	LESSOR	LESSEE	DATE	DOCUMENT	COUNTY	SECTION	BLOCK	ABSTRACT	SURVEY	DESCRIPTION	DEPTH	ACRES	STATUS
	WILLIAM PERRY							7.00		CONTROLLOR CARRESTON TO			
	COLEMAN - ST TX	PETROHAWK	4.77620000000	22227077	TX,	272	22	dispersion of the same of the	U2100000	N/2 NE/4 & "	SOCIETY NO.	1.00,710,320,000	
Orbison 28	MF 117757	PROPERTIES LP	Aug 30 2011	907-214	Reeves	28	56	5967	PSL	SE/4 NE/4	All depths	119.780	Active
	WILLIAM PERRY	PETROHAWK			TO C								
Oshiras 00	COLEMAN - ST TX		4 20 2044	007.044	TX,	00		6204	nei				2000
Orbison 28	MF 117757	PROPERTIES LP	Aug 30 2011	907-214	Reeves	28	56	5704	PSL	W/2	All depths	319.140	Active
Orbison 28	WINDI GRIMES SOLE TRUSTEE OF THE AWP 1983 TRUST - ST TX MF 117758	PETROHAWK PROPERTIES LP	Feb 09 2011	886-506	TX, Reeves	28	56	5967	PSL	N/2 NE/4 & SE/4 NE/4	Surface to 100° below the stratigraphic equivalent of the base of the Wolfcamp Formation	119.780	Active
		PETROHAWK			TX,								
Santana 29	DONNA J SPIVEY	PROPERTIES LP	Aug 12 2011	899-82	Reeves	29	56	2292	PSL	All	All depths	640.000	Active
	JANIS DEE	A STATE OF THE STA							12.0				
N 07 - 2000	BOURLAND	PETROHAWK	US ACCOUNTS NOT A STATE OF THE	WWW.DEVELOCIT	TX,	1/2	Variet	200 Nove	0.0000	2000	ASP 33 HR3		
Santana 29	HELMEY	PROPERTIES LP	Aug 12 2011	899-73	Reeves	29	56	2292	PSL	All	All depths	640.000	Active
	JEFFERY ALLAN	PETROHAWK			TX,								
Santana 29	WILSON	PROPERTIES LP	Aug 12 2011	899-85	Reeves	29	56	2292	PSL	All	All depths	640.000	Active
2000000000		PETROHAWK	200000000000000000000000000000000000000		TX,					Law.	200000000	120000000000	10
Santana 29	LEWIS KEITH LYNN	PROPERTIES LP	Aug 12 2011	899-64	Reeves	29	56	2292	PSL	All	All depths	640.000	Active
		PETROHAWK		000.70	TX,	00		0000	no.	1			
Santana 29	MARY HUEBSCH	PROPERTIES LP	Aug 12 2011	899-76	Reeves	29	56	2292	PSL	All	All depths	640.000	Active
0	MICHAEL LYNN	PETROHAWK	10 0011	000 07	TX, Reeves	29	50	0000	nei				45000
Santana 29	BOURLAND	PROPERTIES LP	Aug 12 2011	899-01	TX.	29	56	2292	PSL	All	All depths	640.000	Active
Contana DO	TIM WILSON	PROPERTIES LP	Aug 12 2011	900 70	Reeves	29	56	2292	PSL.	All	A 11 A 2 - 11 -		
Santana 29	TIM WILSON	PETROHAWK	Aug 12 2011	899-70	TX.	29	00	2292	PSL.	All	All depths	640.000	Active
Santana 29	TOWANA SPIVEY	PROPERTIES LP	Aug 12 2011	899.61	Reeves	29	56	2292	PSL	All	All depths	640,000	Activo
Santana 25	WEETONA	PETROHAWK	Aug 12 2011	000-01	TX.	2.9	50	22.02	FOL	1011	Air depuis	640.000	Motive
Santana 29	STANLEY	PROPERTIES LP	Aug 12 2011	899-79	Reeves	29	56	2292	PSL	All	All depths	640.000	Activo
Samana 25	STANCET	- NOTENTILO LI	Aug 12 2011	000-70	1100100	2.0	00	F.E. U.E.	I OL	Pai	Surface to 100'	040.000	MULIVE
Muddy Water 30	DONNA J SPIVEY - ST TX MF 112682H	PETROHAWK PROPERTIES LP	Feb 09 2011	880-593	TX, Reeves	30	56	2291	PSL	NE/4	below the base of the Wolfcamp Formation	160.000	Active
				1	1			1	1	9	Surface to 100'		
	DONNA J SPIVEY -	PETROHAWK			TX.				1	31	below the base of the Wolfcamp	1	
Muddy Water 30	ST TX MF 112682H	PROPERTIES LP	Feb 09 2011	880.503	Reeves	30	56	2291	PSL	NW/4 SE/4	Formation	40,000	Active
30	JANIS DEE	PROPERTIES E	1 00 00 2011	000-000	1100403	00	00	2201	FOL	HATTA GEA	Surface to 100'	40.000	MOUVE
	BOURLAND								1		below the base of	1	
Muddy Water		PETROHAWK			TX.				l		the Wolfcamp		1
30	112682A	PROPERTIES LP	Feb 09 2011	880-579	Reeves	30	56	2291	PSL	SW/4	Formation	160.000	Active
00	JANIS DEE	THOI ENTILLO ET	10000000	000 010	1100100	100	-		-	-	Surface to 100'	100.000	1101110
	BOURLAND							1	1	NW/4 & E/2	below the base of		
Muddy Water	HELMEY - ST TX MF	PETROHAWK			TX,			1	1	SE/4 & SW/4	the Wolfcamp		1
30	112682A	PROPERTIES LP	Feb 09 2011	880-579	Reeves	30	56	2291	PSL	SE/4	Formation	280.000	Active
	JANIS DEE						The management				Surface to 100'		
	BOURLAND		i c								below the base of		
Muddy Water	HELMEY - ST TX MF	PETROHAWK			TX,						the Wolfcamp		
30	112682A	PROPERTIES LP	Feb 09 2011	880-579	Reeves	30	56	2291	PSL	NW/4 SE/4	Formation	40.000	Active
	JEFFERY ALLAN	DETROUANN			TV						Surface to 100' below the base of the Wolfcamp		
Muddy Water		PETROHAWK	Enh 00 201	990 807	TX, Reeves	30	56	2291	PSL	NE/4	Formation	160,000	Activo
30	112682D	PROPERTIES LP	Feb 09 2011	1000-607	Reeves	130	26	12291	I St.	INC/4	Irormation	160.000	Active







PROSPECT	LESSOR	LESSEE	EFFECTIVE DATE	PAGE / DOCUMENT	STATE /	SECTION	BLOCK	ABSTRACT	SURVEY	LEGAL DESCRIPTION	DESCRIPTIVE	GROSS AGRES	RECORT STATUS
Muddy Water 30	JEFFERY ALLAN WILSON - ST TX MF 112682D	PETROHAWK PROPERTIES LP	Feb 09 2011	880-607	TX, Reeves	30	56	2291	PSL	NW/4 SE/4	Surface to 100' below the base of the Wolfcamp Formation Surface to 100'	40.000	Active
Muddy Water 30	JEFFERY ALLAN WILSON - ST TX MF 112682D	PETROHAWK PROPERTIES LP	Feb 09 2011	880-607	TX, Reeves	30	56	2291	PSL	NW/4 & E/2 SE/4 & SW/4 SE/4	below the base of the Wolfcamp Formation	280.000	Active
Muddy Water 30	LEWIS KEITH LYNN - ST TX MF 112682C	PETROHAWK PROPERTIES LP	Feb 09 2011	880-558	TX, Reeves	30	56	2291	PSL	NW/4 & E/2 SE/4 & SW/4 SE/4	Surface to 100' below the base of the Wolfcamp Formation	280.000	Active
Muddy Water 30	LEWIS KEITH LYNN ST TX MF 112682C	PETROHAWK PROPERTIES LP	Feb 09 2011	880-558	TX, Reeves	30	56	2291	PSL	NW/4 SE/4	Surface to 100' below the base of the Wolfcamp Formation	40.000	Active
Muddy Water	MARY HUEBSCH - ST TX MF 112682G	PETROHAWK PROPERTIES LP	Feb 09 2011	880-551	TX, Reeves	30	56	2291	PSL	NE/4	Surface to 100' below the base of the Wolfcamp Formation	160,000	Active
Muddy Water	MARY HUEBSCH - ST TX MF 112682G	PETROHAWK PROPERTIES LP	Feb 09 2011	880-551	TX, Reeves	30	56	2291	PSL	NW/4 SE/4	Surface to 100' below the base of the Wolfcamp Formation	40.000	Active
Muddy Water	MICHAEL LYNN BOURLAND - ST TX MF 112682B	PETROHAWK PROPERTIES LP	Feb 09 2011	880-565	TX, Reeves	30	56	2991	PSL	SW/4	Surface to 100' below the base of the Wolfcamp Formation	160.000	Active
	MICHAEL LYNN BOURLAND - ST TX MF 112682B	PETROHAWK PROPERTIES LP	Feb 09 2011		TX, Reeves	30	56	2991	PSL	NW/4 & E/2 SE/4 & SW/4 SE/4	Surface to 100' below the base of the Wolfcamp Formation	280.000	
	MICHAEL LYNN BOURLAND - ST TX MF 112682B	PETROHAWK PROPERTIES LP	Feb 09 2011		TX, Reeves	30	56	2991	PSL	NW/4 SE/4	Surface to 100' below the base of the Wolfcamp Formation		Active
Muddy Water 30	TIM WILSON - ST TX MF 112682E	PETROHAWK PROPERTIES LP	Feb 09 2011	880-572	TX, Reeves	30	56	2291	PSL	NE/4	Surface to 100' below the base of the Wolfcamp Formation	160.000	Active
Muddy Water 30	TIM WILSON - ST TX MF 112682E	PETROHAWK PROPERTIES LP	Feb 09 2011	880-572	TX, Reeves	30	56	2291	PSL	NW/4 SE/4	Surface to 100' below the base of the Wolfcamp Formation	40.000	Active
Muddy Water 30	TIM WILSON - ST TX MF 112682E	PETROHAWK PROPERTIES LP	Feb 09 2011	880-572	TX, Reeves	30	56	2291	PSL	NW/4 & E/2 SE/4 & SW/4 SE/4	Surface to 100' below the base of the Wolfcamp Formation	280.000	Active
Muddy Water 30	TOWANA SPIVEY - ST TX MF 112682I	PETROHAWK PROPERTIES LP	Feb 09 2011	880-600	TX, Reeves	30	56	2291	PSL	NE/4	Surface to 100' below the base of the Wolfcamp Formation	160.000	Active
Gateway fna Cottonwood	TOWANA SPIVEY - ST TX MF 112682I	PETROHAWK PROPERTIES LP	Feb 09 2011	880-600	TX, Reeves	30	56	2291	PSL	NW/4 SE/4	Surface to 100' below the base of the Wolfcamp Formation	40.000	





LEASES

PROSPECT	LESSOR	LESSEE	LEASE & EFFECTIVE DATE		STATE /	SECTION	BLOCK	ABSTRACT	SURVEY	LEGAL DESCRIPTION		GROSS	RECORD STATUS
Muddy Water	WEETONA STANLEY - ST TX MF 112682F	PETROHAWK PROPERTIES LP	Feb 09 2011	880-586	TX, Reeves	30	56	2291	PSL	NE/4	Surface to 100' below the base of the Wolfcamp Formation	160,000	Active
Muddy Water	WEETONA STANLEY - ST TX MF 112682F	PETROHAWK PROPERTIES LP	Feb 09 2011	880-586	TX, Reeves	30	56	2291	PSL	NW/4 SE/4	Surface to 100' below the base of the Wolfcamp Formation	40.000	Active
	DELA MINERALS INC - ST TX MF112396	PETROHAWK PROPERTIES LP	Jan 21 2011	878-760	TX, Reeves	32	56	2642	PSL	All	Surface to 100' below the base of the Wolfcamp Formation	640.000	Active
											TOTAL	13,045,152	



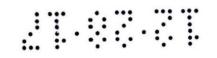


EXHIBIT A WELLS

WELL NAME	WELL#	STATE	COUNTY	OPERATOR	API NUMBER	WELL TYPE	SECTION	BLOCK	ABSTRACT	SURVEY	ACCOUNTING WELL#
Gateway 21 SWD	1	TX	Reeves	Endurance Resources LLC	42-389-34925	Injection	21	53	2651	PSI/HOPPER G	710008
State Gateway 22	2H	TX	Reeves	Endurance Resources LLC	42-389-34930	Producer	22	53		PSL / G Hopper / W M Hopper	710001
State Johnny Cash 23	2H	TX	Reeves	Endurance Resources LLC	42-389-35064	Producer	23	53	4088	PSL / BRYAN WP	710005
State Gateway 38	5H	TX	Reeves	Endurance Resources LLC	42-389-35218	Waiting on Completion	38	53	2981 & 3569	PSL/Hopper WM	710011
Orbison 28	6H	TX	Reeves	Endurance Resources LLC	42-389-34995	Producer	28	56	5967	PSL/Meeker JR	710004
Santana 29	2H	TX	Reeves	Endurance Resources LLC	42-389-35266	Producer	29	56	2292	PSL/LYNN C A	710013
State Muddy Water 30	2H	TX	Reeves	Endurance Resources LLC	42-389-34985	Producer	30	56	2291	PSL/LYNN C A	710003
State BB King 32	2H	TX	Reeves	Endurance Resources LLC	42-389-34984	Producer	32	56	2642	PSI/HENRY AE	710002



25 of 30



DOCUMENT NAME	CONTRACTOATE	GRANTOR	GRANTEE	COUNTYSTATE	LEGAL DESCRIPTION	A Contractor	2	THE RESIDENCE OF STREET
Road Access Easement		Pleasant Street Limited et al	Endurance Resources	Reeves County, Texas	SW/4 of Section 12	S3-12	PSL	WELLA
			Holdings II LLC	neeves county, rexas	W/2 of Section 13	53-13	52r	
Endurance Salt Water Disposal	Nov 01 2015	Estate of J Loyd Parker III, Allison Renee	Endurance Resources LLC	Reeves County, Texas	NE/4	53-21	PSL	
Agreement for Gateway 21		Parker, Michelle Elise Parker Jordan.	& Endurance Resources	mentes county, rexas	111.27	33-21	h2f	Gateway 21 SWD
SWD		Pamela Parker Clifton, Christopher	Holdings II LLC				1	
		Matthew Clifton, Cale Andrew Clifton,	C S ED STOCK OF STOCK				1	
1		Kelli Clifton Gossmann, McCamey Farm						
		& Ranch LP, Robin Lee Young, Young						
		Cottonwood Oil & Gas LP				k .		
Road Use & Maintenance	Apr 04 2016	Three Rivers Operating Company III LLC	Endurance Resources	Reeves & Culberson	Section 21, Block 53, PSL Survey.			
Agreement	Apr 04 2020	There sivers operating company in the	Holdings II LLC	County, Texas	Culberson County, Texas and ends at	53-21	PSL	
			- Barrett	County, rexus	Texas Farm to Market road 2119 in	53-12		
					Section 12, Block 53, PSL Survey, Reeves			
			The same of the sa		County, Texas			
Right-of-Way and Easement	Sep 01 2015	Estate of J Loyd Parker III, Allison Renee	Endurance Resources	Reeves County, Texas	N/2 of Section 21	53-21	PSL	State Gateway 22 2H
Agreement-Road	Salver Special Second	Parker, Michelle Elise Parker Jordan,	Holdings II LLC		N/2 of Section 22	53-22		State Gateway 22 2H State Gateway 21 SWD 1
		Pamela Parker Clifton, Christopher			W/2 of Section 28	53-28	1	State dateway 21 3WO 1
		Matthew Clifton, Cale Andrew Clifton,			W/2 of Section 33	53-33		
		Kelli Clifton Grossmann, McCamey Farm			NW/4NW/4 of Section 40	53-40		
		& Ranch LP, Robin Lee Young, Young			PSOMEONIAL CONTRACTOR OF STATE	2001001		
		Cottonwood Oil and Gas LP						
Multi-Use Right-of-Way and	Mar 01 2016	Robert B Kornegay	Endurance Resources	Reeves County, Texas	NW/4	53-23	PSL	State Johnny Cash 23 2H
Easement Agreement			Holdings II LLC				1.30	State Johnny Cash 23 2h
Multi-Use Right-of-Way and	Jul 23 2015	Sandra K Metcalf	Endurance Resources	Reeves County, Texas	NW/4	53-23	PSL	State Johnny Cash 23 2H
Easement Agreement			Holdings II LLC	202	- 1/	12:57	0.70	The same of the sa
ST TX GLO Miscellaneous	Jul 01 2015	State of Texas General Land Office	Endurance Resources LLC	Reeves County, Texas	E/2 of Section 26	53-26	PSL	State Johnny Cash 23 2H
Easement ME20150162					N/2 & E/2 of Section 23	53-23	LON	
ST TX GLO Miscellaneous	Jul 01 2015	State of Texas General Land Office	Endurance Resources LLC	Reeves County, Texas	E/2 of Section 26	53-26	PSL	State Johnny Cash 23 2H
asement ME20150163					N/2 & E/2 of Section 23	53-23	-	
ST TX GLO Miscellaneous	Jul 01 2015	State of Texas General Land Office	Endurance Resources LLC	Reeves County, Texas	E/2 of Section 26	53-26	PSL	State Johnny Cash 23 2H
Easement ME20150164					N/2 & E/2 of Section 23	53-23		
TTX GLO Miscellaneous	Jul 01 2015	State of Texas General Land Office	Endurance Resources LLC	Reeves County, Texas	E/2 of Section 26	53-26	PSL.	State Johnny Cash 23 2H
Easement ME20150165	Aug 20 2220	Demole Desker Clines Mac	Lance d Market Control of Control		N/2 & E/2 of Section 23	53-23		The second secon
Surface Use Agreement	Aug 20 2010	Pamela Parker Clifton, McCamey Farm &	Legend Natural Gas IV LP	Reeves & Culberson	Cottonwood Ranch	Cottonwood Ranch	PSL	State Gateway 22 2H
		Ranch LP, J Loyd Parker III, Allison Renee		County, Texas				State 88 King 32 2H
		Parker, Robbin Lee Young, James Beasley						State Muddy Water 30 2H
		Young, Michelle E Jordan						State Johnny Cash 23 2H
								Orbison 28 6H
Naha ad Maria a a a a a a a a a a a a a a a a a a	F PA C-11							State Gateway 21 SWD 1
Right-of-Way Agreement	Sep 01 2015	Lowe Royalty Partners LP	Endurance Resources Holdings II LLC	Reeves County, Texas	S/2 & NE/4	53-35	PSL	
Surface Use Agreement	Sep 01 2015	Lowe Royalty Partners LP	Endurance Resources	Reeves County, Texas	S/2 & NE/4	53-35	PSL	
			Holdings II LLC				- JL	
urface Use and Drill Site	Mar 4 2016		Endurance Resources	Reeves County, Texas	NE/4	56-28	PSL	Orbison 28 6H
greement			Holdings II LLC					

Page 1 of 3



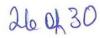




EXHIBIT A-1 Easements

DOGUMENTNAME	CONTRACT DATE	GRANTOR	GRANTEE	GOUNTYISTATE	LEGAL DESCRIPTION	BLOCK / BECTO	BURVE	WELLS
urface Use and Drill Site greement	Mar 9 2016	James Lawrence Meeker, Trustee of Callaghan 320 Trust	Endurance Resources Holdings II LLC	Reeves County, Texas	NE/4	56-28	PSL	Orbison 28 6H
Multi-Use Right-of-Way and	Jul 28 2015	Donna J Spivey	Endurance Resources	Reeves County, Texas	All Sec 29, 30, 24 & 25	56-29	PSL	Santana 29 5H
Easement Agreement	12		Holdings II LLC			56-30	1 34	State Muddy Water 30 2H
				110	1	53-24		State initially traiter 50 art
			[P	1	1	53-25	1	
Multi-Use Right-of-Way and	Jul 28 2015	Janis Dee Helmey	Endurance Resources	Reeves County, Texas	All Sec 29, 30, 24 & 25	56-29	PSL	Santana 29 5H
Easement Agreement			Holdings II LLC			56-30	1.00	State Muddy Water 30 2H
			A) Violence Arter is Calabrid	1	1	53-24		State (mode) water 50 ft
						53-25		
Multi-Use Right-of-Way and	Jul 28 2015	Jeffery A Wilson	Endurance Resources	Reeves County, Texas	All Sec 29, 30, 24 & 25	56-29	PSL	Santana 29 SH
Easement Agreement	XXXXXXXXXXX		Holdings II LLC	,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,		56-30	r st	State Muddy Water 30 2H
						53-24		State Middly Water 30 ZH
					1	53-25		
Multi-Use Right-of-Way and	tul 28 2015	Lewis K Lynn	Endurance Resources	Reeves County, Texas	All Sec 29, 30, 24 & 25	56-29	PSL	
Easement Agreement	701202013	Coming Chin	Holdings II LLC	Reeves County, rexas	All Sec 29, 30, 24 & 23	56-30	PSC	Santana 29 5H
casement regreement			rioidings in LLC		1	53-24		State Muddy Water 30 2H
					1	53-24		
Multi-Use Right-of-Way and	1.d 29 2016	Mary Huebsch	Endurance Resources	Reeves County, Texas	All Sec 29, 30, 24 & 25	56-29	-	
Easement Agreement	701 20 2013	mary noeusch	Holdings II LLC	Reeves County, Texas	All Sec 29, 30, 24 & 25		PSI.	Santana 29 5H
Easement Agreement			Holdings II LLC	1	1	56-30		State Muddy Water 30 2H
					1	53-24		
Multi-Use Right-of-Way and	1.120 2015	Michael L Bourland	Endurance Resources			53-25	-	
	Jul 28 2015	Michael L Bourland		Reeves County, Texas	All Sec 29, 30, 24 & 25	56-29	PSL.	Santana 29 5H
Easement Agreement			Holdings II LLC			56-30		State Muddy Water 30 2H
						53-24		
						53-25	_	
Multi-Use Right-of-Way and	Jul 28 2015	Tim L Wilson	Endurance Resources	Reeves County, Texas	All Sec 29, 30, 24 & 25	56-29	PSL	Santana 29 5H
Easement Agreement			Holdings II LLC		1	56-30		State Muddy Water 30 2H
					1	53-24		
						53-25		
Multi-Use Right-of-Way and	Jul 28 2015	Towana Spivey	Endurance Resources	Reeves County, Texas	All Sec 29, 30, 24 & 25	56-29	PSL	Santana 29 5H
Easement Agreement			Holdings II LLC			56-30		State Muddy Water 30 2H
				1		53-24		The same and the second second
						53-25		
Multi-Use Right-of-Way and	Jul 28 2015	Weetona Stanley	Endurance Resources	Reeves County, Texas	All Sec 29, 30, 24 & 25	56-29	PSL	Santana 29 5H
Easement Agreement			Holdings II LLC			56-30		State Muddy Water 30 2H
					1	53-24		
		A STATE OF THE STA			1	53-25		
Multi-Use Right-of-Way and	Jul 28 2015	Jeffery A Wilson	Endurance Resources	Reeves County, Texas	All Sec 29, 30, 24 & 25	56-29	PSL	Santana 29 SH
Easement Agreement			Holdings II LLC			56-30		State Muddy Water 30 2H
					1	53-24		
			1		1	53-25		

Page 2 of 3





EXHIBIT A-1 Easements

DOCUMENT NAME	CONTRACT DATE	GRANTOR	GRANTEE	COUNTYISTATE	LEGAL DESCRIPTION	BIDCKTSECTION	SURVEY WELLS
Cottonwood Ranch Drilling	Sep 29 2015	Estate of J Loyd Parker III, Allison Renee	Endurance Resources	Reeves & Culberson	5/2	53-41	PSL
Operations & Management of	4-24-7-1	Parker, Michelle Elise Parker Jordan,	Holdings II LLC	County, Texas			
Water Wells & Gravel Pits		Pamela Parker Clifton, Christopher					
The second secon		Matthew Clifton, Cale Andrew Clifton,	1				
	1	Kelli Clifton Gossmann, McCamey Farm					
		& Ranch LP, Robin Lee Young, Young		1			
		Cottonwood Oil & Gas LP	1				

Dans & of I







Exhibit A-2

None.



Exhibit B

Excluded Properties

1) Caliche & Water Sales Agreement, dated July 24, 2015, by and among Estate of J Loyd Parker III, Allison Renee Parker, Michelle Elise Parker Jordan, Pamela Parker Clifton, Christopher Matthew Clifton, Cale Andrew Clifton, Kelli Clifton Gossmann, McCamey Farm & Ranch LP, Robin Lee Young, Young Cottonwood Oil & Gas LP, Endurance Resources LLC, and Endurance Resources Holdings II LLC.

Inst No. 16-17146
DIANNE O. FLOREZ
COUNTY CLERK
2016 Dec 20 at 08:32 AM
REEVES COUNTY TEXAS

520021 000006 18741008.5

TRUE & CORRECT
COPY OF
ORIGINAL FILED IN
REEVES COUNTY
CLERKS OFFICE

30 of 30

File No. MF111869

H/19m#10546

Crougn (+0) ATTANTIC

Date Filed: 3-5-18

George P. Bush, Complissioner

THE STATE OF TEXAS			
COUNTY OF REEVES I, Dianne O. Florez, Clerk of the County Court in and for said County and State do hereby certify that the foregoing is a true and correct copy of			
Dolom most Bull of Dale of Consultant Stated 12-15-2016			
filed for record in my office this 20th at day of Nett mber at			
8.32AM, under Clerk's File No. 16-171 46, to be recorded in the			
Record of Reeves County, Texas.			
TO CERTIFY WHICH, Witness my hand and official scal at Pecos, Texas			
this day of GCOMMON, 2014.			
DIANNE O. FLOREZ, COUNTY CLERK REEVES GOONTY STEXAS			
	2000	:	;
	•	•	
		•	• • •



March 5, 2018

Mary Quintana, Sr. Division Order Analyst Atlantic Resources Company 300 No. Marienfeld, Ste 1000 Midland, Texas 79701

RE: Assignment ID 10547 – MF111869 (see attached Exhibit "A") Culberson & Reeves Counties

Dear Ms. Quintana:

The General Land Office received the following instrument and has filed it in the appropriate file.

Assignment, Bill of Sale and Conveyance, effective November 1, 2016, from Crump Energy Partners III, LLC, Assignor to Atlantic Resources II Interests LLC, Assignee. Filed of record under Doc# 00000002869 & 16-17258.

Filing fees in the amount of \$2,650.00 were received on the referenced assignment.

Please feel free to contact me at (512) 463-5407 or email <u>carl.bonn@glo.texas.gov</u> if you have further questions.

Best regards,

Carl Bonn, CPL Mineral Leasing – Energy Resources

Exhibit "A"

Assign ID # 10547

Culberson & Reeves County

MF111869 A to G - Reeves

MF112396 - Reeves

MF112451 - Reeves

MF112452 - Reeves

MF112682 A to E (F to H released) - Reeves

MF113664 - Reeves

MF114473 A to N - Reeves

MF117612 - Reeves

MF117754 - Reeves

MF117757 - Reeves

MF117758 - Reeves

MF117877 - Culberson & Reeves

MF117878 - Culberson & Reeves

MF117884 - Reeves

MF118107 - Culberson & Reeves

Exhibit "A"

Assign ID # 10547

Culberson & Reeves County

MF111869 A to G - Reeves

MF112396 - Reeves

MF112451 - Reeves

MF112452 - Reeves

MF112682 A to E (F to H released) - Reeves

MF113664 - Reeves

MF114473 A to N - Reeves

MF117612 - Reeves

MF117754 - Reeves

MF117757 - Reeves

MF117758 - Reeves

MF117877 - Culberson & Reeves

MF117878 - Culberson & Reeves

MF117884 - Reeves

MF118107 - Culberson & Reeves

Exhibit "A"

Assign ID # 10547

Culberson & Reeves County

MF111869 A to G - Reeves

MF112396 - Reeves

MF112451 - Reeves

MF112452 - Reeves

MF112682 A to E (F to H released) - Reeves

MF113664 - Reeves

MF114473 A to N - Reeves

MF117612 - Reeves

MF117754 - Reeves

MF117757 - Reeves

MF117758 - Reeves

MF117877 - Culberson & Reeves

MF117878 - Culberson & Reeves

MF117884 - Reeves

MF118107 - Culberson & Reeves

Doc# 0000002869

ID 10547

ASSIGNMENT, BILL OF SALE AND CONVEYANCE

Papared by, and when recorded return to:

SII Interests LLC

Suite # 600

This document prepared by, and when recorded return to:

Atlantic Resources II Interests LLC 300 N. Marienfeld, Suite # 600 Midland, Texas 79701

Attention:

William Abney

Telephone:

432-682-3272

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

ASSIGNMENT, BILL OF SALE AND CONVEYANCE

This Assignment, Bill of Sale and Conveyance (this "Conveyance") from Crump Energy Partners II, LLC, a Delaware limited liability company with an address at 4000 N. Big Spring, Suite 310, Midland, Texas, 79705 (herein called "Grantor") to Atlantic Resources II Interests LLC, a Delaware limited liability company with an address at 300 N. Marienfeld Street, Suite # 600, Midland, Texas 79701 (herein called "Grantee") is executed on the dates set forth in the respective notary certifications below, but effective for all purposes as of 12:01 a.m. local time in Dallas, Texas on November 1, 2016 (the "Effective Date"). cff 11-1-16

RECITALS

WHEREAS, Grantor owns interests in and to certain oil and gas leases, units, lands, and other assets as more specifically set forth herein; and

WHEREAS, pursuant to that certain Purchase and Sale Agreement by and among Grantor and Grantee dated as of December 9, 2016 (the "Purchase Agreement"), Grantor has agreed to convey to Grantee certain undivided interests in and to the Properties (as hereinafter defined).

CONVEYANCE

NOW THEREFORE, Grantor, for Ten Dollars (\$10.00) and other good and valuable consideration (the receipt and sufficiency of which are hereby acknowledged), does hereby GRANT, BARGAIN, SELL, CONVEY, ASSIGN, TRANSFER, SET OVER, and DELIVER unto Grantee, the following described properties, rights and interests:

All rights, titles and interests of Grantor in and to the oil, gas and/or mineral leases which are described on Exhibit A hereto and any ratifications or amendments to such leases (the "Leases"):



- (b) Without limitation of the foregoing, all other right, title and interest (of whatever kind or character, whether legal or equitable, and whether vested or contingent) of Grantor in and to the Hydrocarbons in and under or that may be produced from the lands and depths described on **Exhibit A** hereto or described in any of the Leases (the "Lands") (including, without limitation, interests in oil, gas and/or mineral leases, overriding royalties, production payments, net profits interests, fee mineral interests, fee royalty interests and other interests insofar as they cover such lands), even though Grantor's interest therein may be incorrectly described in, or omitted from, such **Exhibit A**:
- (c) All rights, titles and interests of Grantor in and to, or otherwise derived from, all presently existing and valid oil, gas and/or mineral unitization, pooling, and/or communitization agreements, declarations and/or orders (including, without limitation, all units formed under orders, rules, regulations, or other official acts of any federal, state or other Governmental Authority having jurisdiction, and voluntary unitization agreements, designations and/or declarations) to the extent that they relate to any of the properties described in subsections (a) and (b) above;
- (d) All rights, titles and interests of Grantor in and to the oil, condensate, natural gas, injection, salt water disposal or water wells, whether producing, non-producing, shut-in or temporarily abandoned, located on the Oil and Gas Properties, including, without limitation, those listed on **Exhibit A** hereto (the "Wells");
- (e) All rights, titles and interests of Grantor in and to all presently existing and valid Applicable Contracts, including production sales contracts, operating agreements, and other agreements and Contracts, in each case, to the extent that they relate to any of the other Properties;
- (f) All rights, titles and interests of Grantor in and to all materials, supplies, machinery, equipment, facilities, improvements and other personal property and fixtures (including, but not by way of limitation, all pumping units, flowlines, tanks, buildings, injection facilities, saltwater disposal facilities, compression facilities, gathering systems, and other equipment) located on and/or appurtenant to the Oil and Gas Properties and used in connection with the exploration, development, operation or maintenance thereof (collectively, the "Equipment");
- (g) All rights, titles and interests of Grantor in and to all easements, servitudes, rights of way and surface leases or, to the extent assignable, other rights to the surface as well as any franchises, licenses, authorizations, permits, approvals, consents, certificates and other rights granted by third Persons and similar rights and interests, in each case, appurtenant to or used in connection with the other Properties, including those described on **Exhibit A-1** hereto;
- (h) All rights, titles and interests of Grantor in and to the fee surface ownership of the properties described on **Exhibit A-2** hereto;
- (i) All rights, titles and interests of Grantor in and to (A) trade credits, accounts receivable, notes receivable, take-or-pay amounts receivable, and other receivables and general



intangibles, attributable to the Properties with respect to periods of time from and after the Effective Date; and (B) liens and security interests in favor of Grantor or its Affiliates, whether choate or inchoate, under any Law or Contract to the extent arising from, or relating to, the ownership, operation, or sale or other disposition on or after the Effective Date of any of the Properties or to the extent arising in favor of Grantor as the operator or non-operator of any Oil and Gas Property;

- (j) All rights, titles and interests of Grantor in and to oil, condensate, natural gas, natural gas liquids, and other minerals ("Hydrocarbons") produced from the Oil and Gas Properties after the Effective Date; and, to the extent related or attributable to the Oil and Gas Properties, all production, plant, and transportation imbalances as of the Effective Date; and all make-up rights with respect to take-or-pay payments;
- (k) all rights of Grantor to audit the records of any Person and to receive refunds or payments of any nature, and all amounts of money relating thereto, to the extent such rights arise on or after the Effective Date or relate to Assumed Liabilities or other matters for which Grantee is responsible under the Purchase Agreement;
- (l) all seismic, geological or geophysical information constituting proprietary data, studies, core samples, maps, related technical data and any other seismic, geological or geophysical information covering or related to the Oil and Gas Properties which the Grantor is not prohibited by agreement from transferring to Grantee other than any such information licensed from non-Affiliate Persons that cannot be transferred without additional consideration to such non-Affiliate Persons and for which Grantee has not agreed (in its sole discretion) to pay such additional consideration ("G&G Data"); and
- (m) except to the extent the transfer or disclosure thereof would be restricted by binding obligations of confidentiality (which, at the request of Grantee, Grantor will endeavor in good faith to have lifted, provided that Grantor shall not be required to expend any funds that Grantee does not agree in writing to pay in connection therewith at the time such funds are due and payable), all of the data (other than any seismic data that is not G&G Data) that is owned or licensed by Grantor (or any of its Affiliates)), files, records, maps and information, whether held in hard copy or electronic format, in Grantor's possession or to which Grantor has rights pursuant to any Applicable Contract, in each case, that are primarily related to any of the other Properties, including all land, title and contract files and operations, accounting, environmental, production and Tax records relating to Asset Taxes with respect to such properties and assets; but excluding, however, any such data, files, records, maps and information solely to the extent containing any data or information included in or relating to the Excluded Properties or to the extent related to Grantor's business generally.

The properties, rights and interests specified in the foregoing subsections (a), (b), (c), and (d), except for the Excluded Properties as defined below, are herein sometimes collectively called the "Oil and Gas Properties," and individually an "Oil and Gas Property," and the properties, rights and interests specified in the foregoing subsections (a), (b), (c), (d), (e), (f), (g), (h), (i), (j), (k), (l)



and (m) except for the Excluded Properties, are herein sometimes collectively called the "Properties" and individually a "Property."

EXCEPTING AND RESERVING to Grantor, however, the Excluded Properties (as defined below).

- (a) All rights and causes of action in favor of Grantor arising, occurring or existing in connection with the Properties or the operation of or production from the Oil and Gas Properties (including, but not limited to, any and all contract rights, claims, receivables, revenues, recoupment rights, recovery rights, accounting adjustments, mispayments, erroneous payments or other claims of any nature in favor of Grantor, provided that rights to insurance proceeds are handled under item (d) below), in each case, to the extent such claims or causes of action (i) arise prior to the Effective Date and are not related to Assumed Liabilities or other matters which Grantee is responsible for under the Purchase Agreement, or (ii) are related to Retained Liabilities or other obligations retained by Grantor under the Purchase Agreement;
 - (b) Any accounts payable accruing before the Effective Date;
- (c) All limited liability company, financial, Income Tax and legal records (other than the Leases, Applicable Contracts and title records) of Grantor;
- (d) Subject to **Section 13.1** of the Purchase Agreement, all rights and interests of Grantor (i) under any policy or agreement of insurance or indemnity other than to the extent relating to Assumed Liabilities or other matters for which Grantee is responsible under the Purchase Agreement, (ii) under any bond, or (iii) to any insurance or condemnation proceeds or awards arising, in each case, from acts, omissions or events or damage to or destruction of property;
- (e) All Hydrocarbon production from or attributable to the Properties with respect to all periods prior to the Effective Date, including as described in **Section 11.1(h)(i)** of the Purchase Agreement and all proceeds attributable thereto;
- (f) Properties excluded from the purchase and sale contemplated by the Purchase Agreement under **Section 6.2** or **Section 7.8(c)** of the Purchase Agreement;
- (g) Copies (but not the originals) of all files, as described in **Section 10.1** of the Purchase Agreement;
- (h) All deposits, cash, checks, funds and accounts receivable or received attributable to Grantor's interests in the Properties with respect to any period of time prior to the Effective Date except to the extent relating to the Assumed Liabilities or other matters for which Grantee is responsible under the Purchase Agreement, including, without limitation, Section 11.6 of the Purchase Agreement;



- (i) All computer or communications software (including tapes, data and program documentation and all tangible manifestations and technical information relating thereto) owned, licensed or used by Grantor;
- (j) Any logo, service mark, copyright, trade name or trademark of or associated with Grantor or any Affiliate of Grantor or any business of Grantor or of any Affiliate of Grantor;
- (k) Any documents withheld or not transferred pursuant to **Section 10.1** of the Purchase Agreement;
- (I) Any files, records, information, or data to the extent that Grantor is legally prevented from disclosing or transferring such property to Grantee as a result of confidentiality arrangements or contractual requirements with non-Affiliate Persons, provided that Grantor shall use commercially reasonable efforts to get waivers of such restrictions from such Persons (such commercially reasonable efforts shall not include the payment of fees unless Grantee has agreed in writing to pay such fees by such time as they become due);
- (m) Any and all claims of Grantor or any of its Affiliates for refunds of, rights to receive funds from any Governmental Authority relating to, credits attributable to, or the right to report loss carryforwards of Grantor or any of its Affiliates relating to, or similar Tax assets relating to (i) Asset Taxes attributable to any period (or portion thereof) prior to the Effective Date (as determined in accordance with **Section 15.1** of the Purchase Agreement), (ii) Income Taxes imposed on Grantor or any of its Affiliates, (iii) any Taxes attributable to the Excluded Properties or (iv) any other Taxes relating to the ownership or operation of the Properties or the production of Hydrocarbons or the receipt of proceeds therefrom that are attributable to any period (or portion thereof) ending prior to the Effective Date;
 - (n) Any seismic data that is not G&G Data; and
- (o) All right, title and interest of Grantor in and to the assets described on **Exhibit B** attached hereto.

These excluded properties, rights and interests specified in the immediately preceding subsections (a) through (o), inclusive, are collectively referred to as the "Excluded Properties." Grantee shall not be responsible for, and Grantor expressly retains, all liabilities related to the Excluded Properties, whether such liabilities arise before or after the Effective Date. It is understood that certain of the Excluded Properties may not be embraced by the term Properties. The fact that certain properties, rights and interests have been expressly excluded is not intended to suggest that had they not been excluded they would have constituted Properties and shall not be used to interpret the meaning of any word or phrase used in describing the Properties.

TO HAVE AND TO HOLD the Properties unto Grantee, its successors and assigns, forever, subject, however, to the terms and conditions of this Conveyance and the Purchase Agreement.



GRANTOR, FOR A PERIOD OF TWO (2) YEARS AFTER THE EXECUTION OF THIS CONVEYANCE BY GRANTOR, WARRANTS DEFENSIBLE TITLE (AS SUCH TERM IS DEFINED IN THE PURCHASE AGREEMENT) TO THE PROPERTIES, SUBJECT TO THE TERMS AND CONDITIONS OF THE PURCHASE AGREEMENT, UNTO GRANTEE, ITS SUCCESSORS AND ASSIGNS, AGAINST ALL PERSONS CLAIMING OR TO CLAIM THE SAME OR ANY PART THEREOF BY, THROUGH, OR UNDER GRANTOR, BUT NOT OTHERWISE. Grantor hereby assigns to Grantee all rights, claims, and causes of action on title warranties given or made by Grantor's predecessors in interest, and Grantee is specifically subrogated to all rights which Grantor has, or may have, against its predecessors in interest, to the extent that Grantor may legally transfer such rights and grant such subrogation.

THE SPECIAL WARRANTY OF TITLE SET FORTH ABOVE AND THE EXPRESS REPRESENTATIONS AND WARRANTIES OF GRANTOR CONTAINED IN SECTION 4.1 IN THE PURCHASE AGREEMENT (COLLECTIVELY, THE "GRANTOR'S WARRANTIES") ARE EXCLUSIVE AND ARE IN LIEU OF ALL OTHER REPRESENTATIONS AND WARRANTIES, EXPRESS, IMPLIED, STATUTORY OR OTHERWISE AND GRANTOR EXPRESSLY DISCLAIMS ANY AND ALL SUCH OTHER REPRESENTATIONS AND WARRANTIES. WITHOUT LIMITATION OF THE FOREGOING AND EXCEPT FOR GRANTOR'S WARRANTIES, THE PROPERTIES ARE CONVEYED PURSUANT HERETO WITHOUT (a) ANY WARRANTY OR REPRESENTATION, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, RELATING TO (i) TITLE TO THE PROPERTIES, OR THE CONDITION, QUANTITY, OR QUALITY OF THE PROPERTIES, (ii) THE ACCURACY OR COMPLETENESS OF ANY DATA, REPORTS, RECORDS, PROJECTIONS, INFORMATION OR MATERIALS NOW, HERETOFORE OR HEREAFTER FURNISHED OR MADE AVAILABLE TO GRANTEE IN CONNECTION WITH THE PURCHASE AGREEMENT, (iii) PRICING ASSUMPTIONS, OR QUALITY OR **QUANTITY OF HYDROCARBON RESERVES (IF ANY) ATTRIBUTABLE TO THE** PROPERTIES OR THE ABILITY OR POTENTIAL OF THE PROPERTIES TO PRODUCE HYDROCARBONS, (iv) THE ENVIRONMENTAL CONDITION OF THE PROPERTIES, BOTH SURFACE AND SUBSURFACE, (v) THE STATUS OF THE PROPERTIES WITH RESPECT TO COMPLIANCE WITH APPLICABLE ENVIRONMENTAL LAWS OR ANY LAW OF THE TEXAS RAILROAD COMMISSION RELATING TO SPACING, DENSITY, SETBACKS, SPECIFICATIONS OR GRADES FOR EQUIPMENT OR MATERIALS, WELL INTEGRITY OR CONSTRUCTION, AND THE PROTECTION OF CORRELATIVE RIGHTS IN HYDROCARBONS, OR (vi) ANY OTHER MATTERS CONTAINED IN ANY MATERIALS FURNISHED OR MADE AVAILABLE TO GRANTEE BY GRANTOR OR BY GRANTOR'S AGENTS OR REPRESENTATIVES, OR (b) ANY OTHER EXPRESS, IMPLIED, STATUTORY OR OTHER WARRANTY OR REPRESENTATION WHATSOEVER. LIMITING GRANTOR'S WARRANTIES OR GRANTEE'S RIGHTS UNDER ARTICLE VII OR ARTICLE XII OF THE PURCHASE AGREEMENT OR UNDER THIS CONVEYANCE OR ANY OTHER CONVEYANCE EXECUTED PURSUANT TO THE

PURCHASE AGREEMENT, GRANTEE SHALL BE DEEMED TO HAVE INSPECTED THE PROPERTIES FOR ALL PURPOSES AND SATISFIED ITSELF AS TO THEIR PHYSICAL AND ENVIRONMENTAL CONDITION, BOTH SURFACE SUBSURFACE, INCLUDING BUT NOT LIMITED TO CONDITIONS SPECIFICALLY RELATED TO THE PRESENCE OR RELEASE OF HAZARDOUS MATERIAL, INCLUDING HAZARDOUS SUBSTANCES, SOLID WASTES, ASBESTOS AND OTHER MAN MADE FIBERS, OR NATURALLY OCCURRING RADIOACTIVE MATERIALS. EXCEPT FOR THE GRANTOR'S WARRANTIES, GRANTOR FURTHER DISCLAIMS ANY REPRESENTATION OR WARRANTY, EXPRESS, STATUTORY OR IMPLIED, OF RIGHTS OF A PURCHASER UNDER APPROPRIATE STATUTES TO CLAIM DIMINUTION OF CONSIDERATION OR RETURN OF THE PURCHASE PRICE, IT BEING EXPRESSLY UNDERSTOOD AND AGREED BY THE PARTIES HERETO THAT WITHOUT LIMITING GRANTOR'S WARRANTIES OR GRANTEE'S RIGHTS UNDER ARTICLE VII OR ARTICLE XII OF THE PURCHASE AGREEMENT OR UNDER THIS CONVEYANCE OR ANY OTHER CONVEYANCE EXECUTED PURSUANT TO THE PURCHASE AGREEMENT, GRANTEE SHALL BE DEEMED TO BE OBTAINING THE PROPERTIES, INCLUDING, WITHOUT LIMITATION, THE EQUIPMENT COMPRISING PART OF THE PROPERTIES, IN THEIR PRESENT STATUS, AND CONDITION, "AS IS" AND "WHERE IS" WITH ALL FAULTS OR DEFECTS (KNOWN OR UNKNOWN. LATENT. DISCOVERABLE UNDISCOVERABLE), AND THAT GRANTEE HAS MADE OR CAUSED TO BE MADE SUCH INSPECTIONS AS GRANTEE DEEMS APPROPRIATE TO ENTER INTO THIS CONVEYANCE AND, HAS MADE SUCH INSPECTIONS AS GRANTEE DEEMS APPROPRIATE TO CONSUMMATE THE TRANSACTION CONTEMPLATED HEREBY. GRANTOR AND GRANTEE AGREE THAT, TO THE EXTENT REQUIRED BY APPLICABLE LAW TO BE EFFECTIVE, THE DISCLAIMERS OF CERTAIN REPRESENTATIONS AND WARRANTIES CONTAINED IN THIS PARAGRAPH ARE "CONSPICUOUS" DISCLAIMERS FOR THE PURPOSE OF ANY APPLICABLE LAW.

This Conveyance is made subject to the terms and conditions of the Purchase Agreement, which terms are hereby incorporated into this Conveyance by reference for all purposes; however third parties may conclusively rely upon this Conveyance to vest title to the Properties in Grantee. The Purchase Agreement contains certain representations, warranties and agreements between the parties, some of which may survive the delivery of this Conveyance, as provided for therein. Capitalized terms used herein but not defined shall have the meanings assigned to such terms in the Purchase Agreement. In the event of a conflict between the terms of this Conveyance and the Purchase Agreement the terms of the Purchase Agreement shall control for all purposes.

Grantor agrees to execute and deliver to Grantee, from time to time, such other and additional instruments, notices, division orders, transfer orders and other documents, and to do all such other and further acts and things as may be necessary to more fully and effectively grant, convey and assign to Grantee the Properties.



This Conveyance shall bind and inure to the benefit of the parties hereto and their respective successors and assigns.

This Conveyance, and all claims arising in connection with or related hereto, or the negotiation, execution or performance hereof (whether in contract or tort), shall, without regard to principles of conflicts of Law, be construed and enforced in accordance with and governed by the Laws of the state of Texas applicable to contracts made and to be performed entirely within such state and the Laws of the United States of America. EACH PARTY HERETO WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY ACTION, SUIT OR PROCEEDING ARISING OUT OF OR RELATING TO THIS CONVEYANCE.

This Conveyance is being executed in several counterparts all of which are identical except that, to facilitate recordation, certain counterparts hereof may contain only that portion of Exhibit A which contains specific descriptions of properties located in the recording jurisdiction in which the particular counterpart is to be recorded, with other portions of Exhibit A being included in such counterparts by reference only. All of such counterparts together shall constitute one and the same instrument.

[Remainder of page intentionally left blank; signature page follows.]



IN WITNESS WHEREOF this Conveyance has been executed by Grantor and Grantee on the date of its acknowledgment below but shall be effective as to runs of oil and deliveries of gas, and for all other purposes, as of the Effective Date.

GRANTOR:

Crump Energy Partners II, LLC

Name: Will Crump Title: President

GRANTEE:

Atlantic Resources II Interests LLC

By:

Name: R.A. Jennings

Title: Chief Executive Officer



STATE OF TEXAS	§
	§
COUNTY OF MOURNO	§
The foregoing instrument was ack Will Crump, as President of Crump on behalf of the limited partnershi	nowledged before me this <u>15^M</u> day of <u>December</u> 2016, by be Energy Partners II, LLC, a Delaware limited liability company, p.
SARAH TISDALE SEMER Notary Public, State of Texas Comm. Expires 03-29-2020 Notary ID 128936570	Notary Public My Commission Expires: March 29, 2020
(Notary Seal)	
STATE OF	§
	§
COUNTY OF	§
R.A. Jennings, as Chief Executiv	nowledged before me this day of, 2016, by re Officer of Atlantic Resources II Interests LLC, a Delaware alf of the limited liability company.
	Notary Public
	My Commission Expires:
(Notary Seal)	

Acknowledgement Page to Assignment, Bill of Sale and Conveyance



IN WITNESS WHEREOF this Conveyance has been executed by Grantor and Grantee on the date of its acknowledgment below but shall be effective as to runs of oil and deliveries of gas, and for all other purposes, as of the Effective Date.

GRANTOR:

Crump Energy Partners II, LLC

GRANTEE:

Atlantic Resources II Interests LLC

Name: R.A. Jennings
Title: Chief Executive Officer





STATE OF	§	
	§	
COUNTY OF	§	
The foregoing instrument was acknowed Will Crump, as President of Crump E on behalf of the limited partnership.	owledged before me this day of Energy Partners II, LLC, a Delaware limited liability	, 2016, by company,
	Notary Public My Commission Expires:	
(Notary Seal)		
STATE OF Jevas	§	
	§	
COUNTY OF Midlad	§	
The foregoing instrument was ackno R.A. Jennings, as Chief Executive limited liability company, on behalf	owledged before me this 16 th day of Occuber Officer of Atlantic Resources II Interests LLC, a fof the limited liability company.	, 2016, by Delaware
MARY QUINTANA Notary Public, State of Texas My Commission Expires January 09, 2017	Notary Public My Commission Expires: 01-09-17	

(Notary Seal)





PROSPECT	LESSOR	LESSEE	LEASE & EFFECTIVE DATE	BOOK / PAGE / DOCUMENT	STATE /	SECTION	вьоск	ABSTRACT	SURVEY	LEGAL DESCRIPTION	DESCRIPTIVE DEPTH	GROSS ACRES	RECORD STATUS
	ALLISON RENEE	A CONTROL OF THE SAME AND A SAME											
	PARKER - ST TX MF		2		TX,				PSL/				
Gateway 22	111869E	GAS IV LP	Sep 01 2010	882-615	Reeves	22	53	3570	HOPPER G	All	All depths	640.000	Active
	J LOYD PARKER III -	LEGEND NATURAL			TX.				PSL /			1	
Gateway 22	ST TX MF 111869B	GAS IV LP	Sep 01 2010	882-605	Reeves	22	53	3570	HOPPER G	All	All depths	640.000	Active
	JAMES BEASLEY	reserved to entire to											
	YOUNG III - ST TX	LEGEND NATURAL			TX.				PSL/				
Gateway 22	MF 111869C	GAS IV LP	Sep 01 2010	882-645	Reeves	22	53	3570	HOPPER G	All	All depths	640.000	Active
	MCCAMEY FARM												
	AND RANCH LP - ST	LEGEND NATURAL			TX.			170 A 7 TO A 1	PSL/			1511.74.54	
Gateway 22	TX MF 111869G	GAS IV LP	Sep 01 2010	882-595	Reeves	22	53	3570	HOPPER G	All	All depths	640.000	Active
	MICHELLE E												
	JORDAN - ST TX MF	LEGEND NATURAL			TX.			1	PSL/				
Gateway 22	111869F	GAS IV LP	Sep 01 2010	882-635	Reeves	22	53	3570	HOPPER G	All	All depths	640.000	Active
-	PAMELA PARKER		-										
	CLIFTON - ST TX MF	LEGEND NATURAL			TX.				PSL /				
Gateway 22	111869A	GAS IV LP	Sep 01 2010	882-625	Reeves	22	53	3570	HOPPER G	All	All depths	640.000	Active
	ROBBIN LEE									1.00	, m dopure	0.70.000	7 101170
	YOUNG - ST TX MF	LEGEND NATURAL			TX.				PSL/				
Gateway 22	111869D	GAS IV LP	Sep 01 2010	882-655	Reeves	22	53	3570		All	All depths	640.000	Active
Catona) LL	SANDRA	Grid IV El	000 01 2010	002 000	1100100		00	0010	HOLLENG	730	rai depirio	0-10,000	7101140
	KORNEGAY												
Johnny Cash	A STATE OF THE PARTY OF THE PAR	PETROHAWK			TX.				1				
23	ST TX MF 113664	PROPERTIES LP	Aug 26 2011	907.203	Reeves	23	53	4088	PSL	NW/4	All depths	160.250	Activo
20	31 1X MIL 113004	ANGELLE &	Aug 20 2011	801-200	1/00/03	20	00	4000	FOL	1444/4	All depuls	100.230	MOTIVE
Johnny Cash		DONOHUE OIL &			TX.								
23	ST TX M 112451	GAS PROPERTIES	Apr 05 2011	970 459	Reeves	23	53	3972	PSL	S/2 & NE/4	All depths	480.750	Amtico
23	31 IAM 112431	PETROHAWK	Apr 00 2011	079-400	TX.	20	00	3312	FOL	3/2 & INE/4	All deplins	400.750	Active
Allman 24	DONNA J SPIVEY	PROPERTIES LP	Aug 12 2011	900 92	Reeves	24	53	2294	PSL	All	All depths	640,000	A metros
Aliman 24	JANIS DEE	PROPERTIES LP	Aug 12 2011	099-02	Reeves	24	00	2234	PSL	All	All depths	640.000	Active
	BOURLAND	PETROHAWK			TX.								
Allman 24	HELMEY	PROPERTIES LP	Aug 40 0044	000 72		24	53	2294	PSL	WH	All deaths	0.40.000	* 120001
Aliman 24	JEFFERY ALLAN	PETROHAWK	Aug 12 2011	033-13	Reeves	29	23	2294	PSL	All	All depths	640.000	Active
			4 40 0044	000 05	TX.			2004	000	200	1000		
Allman 24	WILSON	PROPERTIES LP	Aug 12 2011	899-85	Reeves	24	53	2294	PSL	All	All depths	640.000	Active
Aller 04	LEWIS RESTURED	PETROHAWK	40.004	000.04	TX.	24	F0	2224	nei	200	Alleran		V 1240-000
Allman 24	LEWIS KEITH LYNN	PROPERTIES LP	Aug 12 2011	899-64	Reeves	24	53	2294	PSL	All	All depths	640.000	Active
		PETROHAWK		000 00	TX.					120	\$100 E	202022	27.30
Aliman 24	MARY HUEBSCH	PROPERTIES LP	Aug 12 2011	899-76	Reeves	24	53	2294	PSL	All	All depths	640.000	Active
	MICHAEL LYNN	PETROHAWK			TX.						***************************************		
Allman 24	BOURLAND	PROPERTIES LP	Aug 12 2011	899-67	Reeves	24	53	2294	PSL.	All	All depths	640.000	Active
NO. CONTRACTOR	200020000000000000000000000000000000000	PETROHAWK	0.0000000000000000000000000000000000000	22222	TX,	=10		Lever C	Lange of the same	1910	LONG TO STATE OF	//destruction data	12/12/12
Allman 24	TIM WILSON	PROPERTIES LP	Aug 12 2011	899-70	Reeves	24	53	2294	PSL	All	All depths	640.000	Active
	CONTROL DESCRIPTION	PETROHAWK	2	source:	TX,		100	250.00	and the second			-	
Allman 24	TOWANA SPIVEY	PROPERTIES LP	Aug 12 2011	899-61	Reeves	24	53	2294	PSL	All	All depths	640.000	Active
	WEETONA	PETROHAWK			TX.								
Allman 24	STANLEY	PROPERTIES LP	Aug 12 2011	899-79	Reeves	24	53	2294	PSL	All	All depths	640.000	Active



PROSPECT	LESSOR	LESSEE	LEASE & EFFECTIVE DATE	BOOK / PAGE / DOCUMENT	STATE /	SECTION	вьоск	ABSTRACT	SURVEY	LEGAL DESCRIPTION	DESCRIPTIVE DEPTH	GROSS ACRES	LEASE RECORD STATUS
Aliman 24	BRENDA TAYLOR	OBRIEN OIL AND	Nov 12 2014	1129-719	TX. Reeves	25	53	3476	PSL	SE/4 LESS AND EXCEPT 4 acres in the extreme NW corner of this tract AND save and except Lots 37, 38, 39, 43, 44, 87, 88, 99, 106, 148, 150, 151, 155, 167, 168, 169, 170, 171 All located in block 1 of the Southwestern Development Company of Toyah, Texas Subdivision in the SE/4	All depths	155.032	Active
		PETROHAWK			TX,					NW/4 NW/4, S/2 NW/4, N/2 N/2 SW/4 & N/2			
Allman 24 Allman 24	DONNA J SPIVEY	PETROHAWK PROPERTIES LP	Aug 12 2011		TX, Reeves	25	53	2293	PSL	S/2 N/2 SW/4 NE/4 & NE/4 NW/4, S/2 SW/4 & S/2 S/2 N/2 SW/4	All depths	180.000	
Aliman 24	JANIS DEE BOURLAND HELMEY	PETROHAWK PROPERTIES LP	Aug 12 2011	899-73	TX. Reeves	25	53	2293	PSL	NW/4 NW/4, S/2 NW/4, N/2 N/2 SW/4 & N/2 S/2 N/2 SW/4	All depths	180.000	Active
Allman 24	JANIS DEE BOURLAND HELMEY	PETROHAWK PROPERTIES LP	Aug 12 2011	899-73	TX. Reeves	25	53	2293	PSL	NE/4 & NE/4 NW/4, S/2 SW/4 & S/2 S/2 N/2 SW/4	All depths	300.000	Active
Allman 24	JEFFERY ALLAN WILSON	PETROHAWK PROPERTIES LP	Aug 12 2011	899-85	TX. Reeves	25	53	2293	PSL	NW/4 NW/4, S/2 NW/4, N/2 N/2 SW/4 & N/2 S/2 N/2 SW/4	All depths	180.000	Active
Allman 24	JEFFERY ALLAN WILSON	PETROHAWK PROPERTIES LP	Aug 12 2011	899-85	TX. Reeves	25	53	2293	PSL	NE/4 & NE/4 NW/4, S/2 SW/4 & S/2 S/2 N/2 SW/4	All depths	300.000	Active



PROSPECT	LESSOR	LESSEE	LEASE & EFFECTIVE DATE	BOOK / PAGE / DOCUMENT	STATE /	SECTION	вьоск	ABSTRACT	SURVEY	LEGAL DESCRIPTION	DESCRIPTIVE DEPTH	GROSS ACRES	RECORD STATUS
Allman 24	KIMBERLY KAY SLOAN	OBRIEN OIL AND	Oct 03 2014	1116-177 Amended 1129-717	TX. Reeves	25	53	3476	PSL	SE/4 LESS AND EXCEPT 4 acres in the extreme NW corner of this tract AND save and except Lots 37, 38, 39, 43, 44, 87, 88, 99, 106, 148, 150, 151, 155, 167, 168, 169, 170, 171 All located in block 1 of the Southwestern Development Company of Toyah, Texas Subdivision in the SE/4	All depths	155,032	Active
Allman 24	LEWIS KEITH LYNN	PETROHAWK PROPERTIES LP	Aug 12 2011	899.64	TX. Reeves	25	53	2293	PSL	NW/4 NW/4, S/2 NW/4, N/2 N/2 SW/4 & N/2 S/2 N/2 SW/4		180.000	
Allman 24	LEWIS KEITH LYNN	PETROHAWK	Aug 12 2011		TX. Reeves	25	53	2293	PSL	NE/4 & NE/4 NW/4. S/2 SW/4 & S/2 S/2 N/2 SW/4	All depths	300.000	
Allman 24	MARY HUEBSCH	PETROHAWK PROPERTIES LP	Aug 12 2011	899-76	TX. Reeves	25	53	2293	PSL	NW/4 NW/4, S/2 NW/4, N/2 N/2 SW/4 & N/2 S/2 N/2 SW/4 NE/4 & NE/4	All depths	180.000	Active
Aliman 24	MARY HUEBSCH	PETROHAWK PROPERTIES LP	Aug 12 2011	899-76	TX, Reeves	25	53	2293	PSL	NE/4 & NE/4 NW/4, S/2 SW/4 & S/2 S/2 N/2 SW/4	All depths	300.000	Active
Aliman 24	MICHAEL LYNN BOURLAND	PETROHAWK PROPERTIES LP	Aug 12 2011	899-67	TX. Reeves	25	53	2293	PSL	NW/4 NW/4, S/2 NW/4, N/2 N/2 SW/4 & N/2 S/2 N/2 SW/4	All depths	180.000	Active
Aliman 24	MICHAEL LYNN BOURLAND	PETROHAWK PROPERTIES LP	Aug 12 2011	899-67	TX. Reeves	25	53	2293	PSL	NE/4 & NE/4 NW/4, S/2 SW/4 & S/2 S/2 N/2 SW/4	All depths	300.000	Active



PROSPECT	LESSOR	LEGGE	LEASE & EFFECTIVE	PAGE /	STATE /	SECTION	BLOCK	ADSTRACT	CHOVEY	LEGAL	DESCRIPTIVE	GROSS	RECORE
PROSPECT	CHARLES LAWHON, JANET LAWHON, JOHN LAWHON, TRACEY	Endurance Resources Holdings	DATE	DOCUMENT	TX.			ABSTRACT		DESCRIPTION SE/4 of Section 25. Block 53, A- 3476, PSL. Survey, Reeves County, Texas containing 160, acres, more or less, LESS AND EXCEPT 4 acres, more or less, in the extreme NW/corner and FURTHER LESS AND EXCEPT all of Lots 106, 87, 88, 43, 44, 150, 151, 170, 171, 155, 148, 167, 168, 37, 38, 39 and the East lot 99, all in Block 1 of the Southwestern Development Company of Toyah, Texas Subdivision of the SE/4 of		ACRES	STATUS
Allman 24	SCHEIDLER	II. LLC	Sep 30 2016	1330-061	Reeves	25	53	3476	PSL	Section 25, NW/4 NW/4,	All depths	155.032	Active
		DETECHANC			TV					S/2 NW/4, N/2			
Allman 24	TIM WILSON	PETROHAWK PROPERTIES LP	Aug 12 2011	899-70	TX. Reeves	25	53	2293	PSL	N/2 SW/4 & N/2 S/2 N/2 SW/4	All depths	180.000	Active
2000-000-200		PETROHAWK			TX.					NE/4 & NE/4 NW/4, S/2 SW/4 & S/2 S/2			A TANAS CONTRACTOR
Allman 24	TIM WILSON	PROPERTIES LP	Aug 12 2011	899-70	Reeves	25	53	2293	PSL	N/2 SW/4	All depths	300.000	Active
Allman 24	TOWANA SPIVEY	PETROHAWK PROPERTIES LP	Aug 12 2011	990.61	TX. Reeves	25	53	2293	PSL	NW/4 NW/4, S/2 NW/4, N/2 N/2 SW/4 & N/2 S/2 N/2 SW/4	All depths	180.000	Actino
Cuitidii 24	TOWANA SPIVET		Aug 12 2011	05501		ev.		2200	i or	NE/4 & NE/4 NW/4, S/2	и обриз	100.000	LOCUVE
Allman 24	TOWANA SPIVEY	PETROHAWK PROPERTIES LP	Aug 12 2011	899-61	TX. Reeves	25	53	2293	PSL	SW/4 & S/2 S/2 N/2 SW/4	All depths	300.000	Active
	WEETONA	PETROHAWK			TX.					NW/4 NW/4, S/2 NW/4, N/2 N/2 SW/4 & N/2			
Allman 24	STANLEY	PROPERTIES LP	Aug 12 2011	899-79	Reeves	25	53	2293	PSL	S/2 N/2 SW/4	All depths	180.000	Active



PROSPECT	LESSOR	LESSEE	LEASE & EFFECTIVE DATE	PAGE / DOCUMENT	STATE /	SECTION	BLOCK	ABSTRACT	SURVEY	LEGAL DESCRIPTION	DESCRIPTIVE	GROSS	RECORD
I II OU LOI	LLOGGIN	LL G GLL	Divice	DOGG MEIN	1000.11	- COLOTTON	DECOU!	- Contract	- CONTRACT	NE/4 & NE/4		FIGHER	- Iniou
									1	NW/4, S/2			
	WEETONA	PETROHAWK			TX.				1	SW/4 & S/2 S/2			
Allman 24	STANLEY	PROPERTIES LP	Aug 12 2011	899-79	Reeves	25	53	2293	PSL	N/2 SW/4	All depths	300.000	Active
								187 acs - A					
		000000						3973, 374					
		ANGELLE &						acs - A 4129,	1				
Johnny Cash		DONOHUE OIL &			TX.			80 acs - A					
23	ST TX M 112452	GAS PROPERTIES	Apr 05 2011	879-452	Reeves	26	53	4182	PSL	All	All depths	641.000	Active
	ALLISON RENEE	SACCESSANCE CHESTON CONTRACTORS							PSL/				
	PARKER - ST TX MF	LEGEND NATURAL			TX,				HOPPER				
Gateway 22	111869E	GAS IV LP	Sep 01 2010	882-615	Reeves	27	53	3568	WM	N/2 & SW/4	All depths	480.700	Active
									PSL/				
222 125	J LOYD PARKER III -	LEGEND NATURAL	2 27 27 27 2		TX.		22		HOPPER	PARTY SERVICE	2000 000	500202020	10000
Gateway 22	ST TX MF 111869B	GAS IV LP	Sep 01 2010	882-605	Reeves	27	53	3568	WM	N/2 & SW/4	All depths	480.700	Active
	JAMES BEASLEY				The same				PSL /				1
	YOUNG III - ST TX	LEGEND NATURAL			TX,				HOPPER	CONTRACTOR OF THE PARTY	Language Company		an annance of
Gateway 22	MF 111869C	GAS IV LP	Sep 01 2010	882-645	Reeves	27	53	3568	WM	N/2 & SW/4	All depths	480.700	Active
	MCCAMEY FARM				-				PSL/				
	AND RANCH LP - ST	LEGEND NATURAL	0 01 0010	000 505	TX.	0.7	50	2500	HOPPER		All decides	400 700	
Gateway 22	TX MF 111869G	GAS IV LP	Sep 01 2010	882-595	Reeves	27	53	3568	WM	N/2 & SW/4	All depths	480.700	Active
	MICHELLE E	LEGENIO MATURAL			TV				PSL/				
277	JORDAN - ST TX MF	LEGEND NATURAL			TX,	-			HOPPER	ALIE & POLICE		100 700	1200000
Gateway 22	111869F	GAS IV LP	Sep 01 2010	882-635	Reeves	27	53	3568	WM	N/2 & SW/4	All depths	480.700	Active
	PAMELA PARKER	LEGEND MATURAL			TV				PSL/				
	CLIFTON - ST TX MF		0040040	000 000	TX.	0.7	53	3568	HOPPER WM	AUD D CHALLA	All deaths	400 700	* ******
Gateway 22	111869A	GAS IV LP	Sep 01 2010	882-625	Reeves	27	53	3568		N/2 & SW/4	All depths	480.700	Active
	ROBBIN LEE				****	1			PSL/				
	YOUNG - ST TX MF	LEGEND NATURAL	0 01 0010	000 055	TX.	0.7	60	2500	HOPPER	AUG & CIACA	A D of a make a	400.700	
Gateway 22	111869D	GAS IV LP	Sep 01 2010	882-655	Reeves	27	53	3568	WM	N/2 & SW/4	All depths	480.700	Active
01 0 50 0	LOWE DOVALTY	ENDURANCE			TV								
GLO 53 Sec	LOWE ROYALTY	RESOURCES	N. 15 2015	1107 107	TX.	20	53	2652	PSL	N/2	All dombha	220.000	Anthon
28-33	PARTNERS LP	HOLDINGS II LLC	Jul 15 2015	1197-427	Reeves	36	53	2652	PSL	N/Z	All depths	320.000	Active
		ENDUDANCE			TX.	ľ.							
CI O 52 C		ENDURANCE			Culberson								
GLO 53 Sec 28-33	ST TX MF 117877	RESOURCES HOLDINGS II LLC	Jan 05 2016	1200 0200	& Reeves	28	53	2652	PSL	W/2	All depths	320.500	Antius
28-33	ST 1A MF 11/8//	HOLDINGS II LLC	Jan 05 2016	1260-0206	a reeves	20	53	2002	PSL	VV/Z	All depths	320.500	Active
		ENDURANCE			TX.								
GLO 53 Sec		RESOURCES			Culberson								
28-33	ST TX MF 117878	HOLDINGS II LLC	Jan 05 2016	1260-0195	& Reeves	22	53	2	PSL	All	All depths	641.000	Active
20-33	ALLISON RENEE	HOLDINGS II LLC	Jan 05 2016	1200-0183	a neeves	23	00	2	FSL	1011	Miluepuis	541.000	ACUVE
	PARKER - ST TX MF	LEGEND NATURAL			TX.								
Gateway 34	111869E	GAS IV LP	Sep 01 2010	882,615	Reeves	34	53	3567	PSL	All	All depths	641.000	Active
Galeway 54	J LOYD PARKER III -	LEGEND NATURAL	300012010	002-015	TX.	104	00	0007	I OL	1730	Par doparto	041.000	riouve
Gateway 34	ST TX MF 111869B	GAS IV LP	Sep 01 2010	882.605	Reeves	34	53	3567	PSL	All	All depths	641.000	Active
Gateway 54	JAMES BEASLEY	GAS IV LF	36p 01 2010	002-000	1100103	54	00	0007	1 OL	1731	741 deptito	041.000	Produte.
	YOUNG III - ST TX	LEGEND NATURAL			TX.								
Gateway 34	MF 111869C	GAS IV LP	Sep 01 2010	882,645	Reeves	34	53	3567	PSL	All	All depths	641.000	Active
Guldway 34	MCCAMEY FARM	ONG IV LI	36P 01 2010	002.040	1,00703	-		2001	- 32	P. Self	, an aregarda	041.000	7 101110
	AND RANCH LP - ST	LEGEND NATURAL			TX.								
Gateway 34	TX MF 111869G	GAS IV LP	Sep 01 2010	882.595	Reeves	34	53	3567	PSL	Ali	All depths	641.000	Active
Gateway 34	MICHELLE E	GAG IV LP	Sep 01 2010	002-330	reeves	5-1	00	5507	JL	10.00	rui depuis	047.000	TOUVO.
	JORDAN - ST TX MF	LEGEND NATURAL			TX.								
Cataway 24			Sep 01 2010	992 635	Reeves	34	53	3567	PSL	All	All depths	641.000	Active
Gateway 34	111869F	GAS IV LP	Sep 01 2010	002-000	L'eenes	1014	20	10001	LOL	TON.	rai depuis	041.000	AMOUNG



PROSPECT	LESSOR	LESSEE	LEASE & EFFECTIVE DATE	PAGE / DOCUMENT	STATE /	SECTION	BLOCK	ABSTRACT	SHOVEY	LEGAL	DESCRIPTIVE	GROSS	RECORD STATUS
PROSPECT	PAMELA PARKER	LEGGLE	DAIL	DOCUMENT	COGNIT	SECTION	DLOCK	MUSINACI	SORVET	DESCRIPTION	DEFIN	MUNES	SIMIOS
	CLIFTON - ST TX MF	LEGEND NATURAL			TX.								
Gateway 34	111869A	GAS IV LP	Sep 01 2010	882,625	Reeves	34	53	3567	PSL	All	All depths	641,000	Artive
Gateway 54	ROBBIN LEE	GV2 IA FL	Sep 01 2010	002-025	Necves	5.,	00	3307	FOL	POH!	All Gopilla	041.000	Activo
	YOUNG - ST TX MF	LEGEND NATURAL			TX.								
Gateway 34	111869D	GAS IV LP	Sep 01 2010	992 666	Reeves	34	53	3567	PSL	All	All depths	641.000	Action
Howlin Wolf	LOWE ROYALTY	ENDURANCE	3ep 01 2010	002-000	Meeves	04	55	3307	FSL	NII	Mil depuis	041.000	Active
					TV				PSL/LL				
Blk 53 Sec	PARTNERS LP - ST	RESOURCES	1.1.15 0015	1202-0403	TX, Reeves	35	53	3467	FORD	S/2 & NE/4	All de ethe	480.000	A 4400 LK
35	TX MF 117612	HOLDINGS II LLC	Jul 15 2015	1202-0403	Reeves	35	53	3407	FORD	5/2 & NE/4	All depths	480.000	Active
		ENDURANCE											
Gateway fna	LOWE ROYALTY	RESOURCES	V m ratio		TX,	22		22.2		202			V see
Cottonwood	PARTNERS LP	HOLDINGS II LLC	Jul 15 2015	1202-0403	Reeves	36	53	2610	PSL	N/2	All depths	320.000	Active
Howlin Wolf	LOWE ROYALTY	ENDURANCE											
Blk 53 Sec	PARTNERS LP - ST	RESOURCES		vacon un receptor con control	TX,				Lance Control	5975-3291	Andrew Control of the Control	news tructions	
37	TX MF 117612	HOLDINGS II LLC	Jul 15 2015	1202-0403	Reeves	37	53	5968	PSL	W/2	All depths	320.000	Active
	ALLISON RENEE											»:	
	PARKER - ST TX MF	LEGEND NATURAL			TX.			1					
Gateway 38	111869E	GAS IV LP	Sep 01 2010	882-615	Reeves	38	53	2981	PSL	All	All depths	641.000	Active
	J LOYD PARKER III -	LEGEND NATURAL			TX.								
Gateway 38	ST TX MF 111869B	GAS IV LP	Sep 01 2010	882-605	Reeves	38	53	2981	PSL	All	All depths	641.000	Active
	JAMES BEASLEY												
	YOUNG III - ST TX	LEGEND NATURAL			TX.								
Gateway 38	MF 111869C	GAS IV LP	Sep 01 2010	882-645	Reeves	38	53	2981	PSL	All	All depths	641.000	Active
eatenaj ee	MCCAMEY FARM						-					-	
	AND RANCH LP - ST	LEGEND NATURAL		1	TX.	,			1				
Gateway 38	TX MF 111869G	GAS IV LP	Sep 01 2010	882,595	Reeves	38	53	2981	PSL	All	All depths	641.000	Active
Galeway 50	MICHELLE E	ONO IV LI	000012010	002-000	1100103	00	00	2001	1.02	[731]	rai deptila	041.000	770070
	JORDAN - ST TX MF	LEGEND NATURAL			TX.				1				
C-1	111869F	GAS IV LP	Sep 01 2010	000 505	Reeves	38	53	2981	PSL	All	All doubles	641.000	A matrices
Gateway 38		GAS IV LP	Sep 01 2010	002-033	Reeves	30	53	2901	PSL	All	All depths	.041.000	Active
	PAMELA PARKER				ana i				l .				
_	CLIFTON - ST TX MF	LEGEND NATURAL	001.0010	000 005	TX.					731	***		and a second
Gateway 38	111869A	GAS IV LP	Sep 01 2010	882-625	Reeves	38	53	2981	PSL	All	All depths	641.000	Active
	ROBBIN LEE	NOVEMBER OF STREET SHAPES		7	10000								
	YOUNG - ST TX MF	LEGEND NATURAL		CONTRACTOR OF THE PARTY OF THE	TX,		-	47000A	American St. Co.		12-5-5	425 MARK	
Gateway 38	111869D	GAS IV LP	Sep 01 2010	882-655	Reeves	38	53	2981	PSL	All	All depths	641.000	Active
		ENDURANCE											
GLO 53 Sec		RESOURCES			TX,	-/			Lawrence Control		Account of the Contract		
39-46	ST TX MF 117884	HOLDINGS II LLC	Jan 05 2016	1260-0184	Reeves	39	53		PSI	All	All depths	641.000	Active
		ENDURANCE			TX.								
		RESOURCES			Culberson								
GLO Sect 40	ST TX MF 118107	HOLDINGS II LLC	Jul 19 2016		& Reeves	40	53	2654	PSL	All	All depths	641.000	Active
	ALLISON RENEE												
GLO 53 Sec	PARKER - ST TX MF	LEGEND NATURAL			TX.								
39-46	111869E	GAS IV LP	Sep 01 2010	882-615	Reeves	46	53	2657	PSL	All	All depths	641.000	Active
GLO 53 Sec	J LOYD PARKER III -	LEGEND NATURAL			TX.								
39-46	ST TX MF 111869B	GAS IV LP	Sep 01 2010	882-605	Reeves	46	53	2657	PSL	All	All depths	641.000	Active
	JAMES BEASLEY					-							-
GLO 53 Sec	YOUNG III - ST TX	LEGEND NATURAL			TX.								
39-46	MF 111869C	GAS IV LP	Sep 01 2010	882-645	Reeves	46	53	2657	PSL	All	All depths	641.000	Active
00-40	MCCAMEY FARM	ST 10 17 M	000012010		.100700					CATALON SERVICES	- maparity	5-71.500	100.74
GLO 53 Sec	AND RANCH LP - ST	LEGEND NATURAL			TX.								
39-46	TX MF 111869G	GAS IV LP	Sep 01 2010	882.505	Reeves	46	53	2657	PSL	All	All depths	641.000	Active
33-40	MICHELLE E	GAS IV LP	Sep 01 2010	002-393	Reeves	40	uu	2001	, or	Oil	ги аврига	041.000	FIGURE
CI O 52 C		LECEND MATURAL			TX.								
GLO 53 Sec	JORDAN - ST TX MF	LEGEND NATURAL	Con 01 0010	000 005		46	53	2657	PSL	All	All depths	641.000	Action
39-46	111869F	GAS IV LP	Sep 01 2010	002-035	Reeves	40	53	2007	PaL	Ivii	Mi depths	041.000	Active



PROSPECT	LESSOR	LESSEE	LEASE & EFFECTIVE DATE	PAGE / DOCUMENT	STATE / COUNTY	SECTION	BLOCK	ABSTRACT	SURVEY	LEGAL DESCRIPTION	DESCRIPTIVE DEPTH	GROSS ACRES	RECORE STATUS
GLO 53 Sec 39-46	PAMELA PARKER CLIFTON - ST TX MF 111869A	LEGEND NATURAL GAS IV LP	Sep 01 2010	882-625	TX. Reeves	46	53	2657	PSL	All	All depths	641.000	Active
GLO 53 Sec 39-46	ROBBIN LEE YOUNG - ST TX MF 111869D	LEGEND NATURAL GAS IV LP	C 04 0040	000.055	TX.	45	53	2657	200				
39-40	ALLISON RENEE	LEGEND NATURAL	Sep 01 2010	882-655	Reeves	46	53	2657	PSL	All N/2. SW/4 &	All depths	641.000	Active
Gateway 38	111869E J LOYD PARKER III -	GAS IV LP LEGEND NATURAL	Sep 01 2010	882-615	Reeves TX,	47	53	3569	PSL	W/2 SE/4 N/2, SW/4 &	All depths	561.000	Active
Gateway 38	ST TX MF 111869B JAMES BEASLEY	GAS IV LP	Sep 01 2010	882-605	Reeves	47	53	3569	PSL	W/2 SE/4	All depths	561.000	Active
Gateway 38	YOUNG III - ST TX MF 111869C MCCAMEY FARM	GAS IV LP	Sep 01 2010	882-645	TX, Reeves	47	53	3569	PSL	N/2 SW/4 & W/2 SE/4	All depths	561.000	Active
Gateway 38	AND RANCH LP - ST TX MF 111869G	LEGEND NATURAL GAS IV LP	Sep 01 2010	882-595	TX. Reeves	47	53	3569	PSL	N/2, SW/4 & W/2 SE/4	All depths	561.000	Active
Gateway 38	MICHELLE E JORDAN - ST TX MF 111869F	LEGEND NATURAL GAS IV LP	Sep 01 2010	882-635	TX. Reeves	47	53	3569	PSL	N/2, SW/4 & W/2 SE/4	All depths	561.000	Active
Gateway 38	PAMELA PARKER CLIFTON - ST TX MF 111869A	LEGEND NATURAL GAS IV LP	Sep 01 2010	882-625	TX. Reeves	47	53	3569	PSL	N/2, SW/4 & W/2 SE/4	All depths	561,000	Active
Gateway 38	ROBBIN LEE YOUNG - ST TX MF 111869D	LEGEND NATURAL GAS IV LP	Sep 01 2010	882.655	TX. Reeves	47	53	3569	PSL	N/2, SW/4 & W/2 SE/4	All depths	561.000	Activa
Gateway 48	ALAN R ZEMAN - ST TX MF114473D	PETROHAWK PROPERTIES LP	May 24 2012		TX. Reeves	48	53	3628	PSL	W/2 SW/4	All depths		Active
Gateway 48	ALLISON RENEE PARKER - ST TX MF 111869E	LEGEND NATURAL GAS IV LP	Sep 01 2010	882-615	TX, Reeves	48	53	2980	PSL	N/2, SE/4 & E/2 SW/4	All depths	561.000	Active
Gateway 48	BARBARA ELIZABETH JOHNSON DODSON - ST TX MF114473K	PETROHAWK PROPERTIES LP	May 24 2012	956-404	TX, Reeves	48	53	3628	PSL	W/2 SW/4	All depths	80.000	Active
Gateway 48	BILLIE NELL EASTLAND - ST TX MF114473E	PETROHAWK PROPERTIES LP	May 24 2012	951-755	TX. Reeves	48	53	3628	PSL	W/2 SW/4	All depths	80 000	Active
Gateway 48	CHRISTINA C STAPLETON ET AL - ST TX MF114473C	PETROHAWK PROPERTIES LP	May 24 2012		TX. Reeves		53	3628	PSL	W/2 SW/4	All depths	80.000	
Gateway 48	ST TX MF114473L	PETROHAWK PROPERTIES LP	May 24 2012	956-396	TX, Reeves	48	53	3628	PSL	W/2 SW/4	All depths	80.000	Active
Gateway 48	J LOYD PARKER III - ST TX MF 111869B JAMES BEASLEY	GAS IV LP	Sep 01 2010	882-605	TX. Reeves	48	53	2980	PSL	N/2, SE/4 & E/2 SW/4	All depths	561.000	Active
Gateway 48	YOUNG III - ST TX MF 111869C JAMES G	LEGEND NATURAL GAS IV LP	Sep 01 2010	882-645	TX, Reeves	48	53	2980	PSL	N/2, SE/4 & E/2 SW/4	All depths	561.000	Active
Gateway 48	CRAWFORD - ST TX MF114473M	PETROHAWK PROPERTIES LP	May 24 2012	956-388	TX, Reeves	48	53	3628	PSL	W/2 SW/4	All depths	80.000	Active
Gateway 48	KARA L KEYZER ET AL - ST TX MF114473B	PETROHAWK PROPERTIES LP	May 24 2012	951-736	TX. Reeves	48	53	3628	PSL	W/2 SW/4	All depths	80,000	Active



EXHIBIT A

PROSPECT		LESSEE	LEASE & EFFECTIVE DATE	BOOK / PAGE / DOCUMENT		SECTION	BLOCK	ABSTRACT	SURVEY	LEGAL DESCRIPTION	DESCRIPTIVE DEPTH	GROSS ACRES	LEASE RECORD STATUS
O	LYNN SWIGART -	PETROHAWK	1104-0040	054 700	TX,	40	F0	2000	nor	William Colonia		00.000	
Gateway 48	ST TX MF114473A MCCAMEY FARM	PROPERTIES LP	May 24 2012	951-729	Reeves	48	53	3628	PSL	W/2 SW/4	All depths	80.000	Active
Gateway 48	AND RANCH LP - ST TX MF 111869G	LEGEND NATURAL GAS IV LP	Sep 01 2010	882-595	TX. Reeves	48	53	2980	PSL	N/2, SE/4 & E/2 SW/4	All depths	561.000	Active
Gateway 48	MICHELLE E JORDAN - ST TX MF 111869F	LEGEND NATURAL GAS IV LP	Sep 01 2010	882-635	TX. Reeves	48	53	2980	PSL	N/2, SE/4 & E/2 SW/4	All depths	561.000	Active
Cata 10	PAMELA PARKER CLIFTON - ST TX MF 111869A	LEGEND NATURAL	See 01 2010	000 505	TX.	40	53	2980	nei	N/2, SE/4 & E/2	Allidrania	554 000	A - 40 - 10
Gateway 48	RACHEL MORTON NIXON ET AL - ST	PETROHAWK	Sep 01 2010	002-025	Reeves	48	53	2900	PSL	SW/4	All depths	561.000	Active
Gateway 48	TX MF114473J	PROPERTIES LP	May 24 2012	955-216	Reeves	48	53	3628	PSL	W/2 SW/4	All depths	80.000	Active
Gateway 48	ROBBIN LEE YOUNG - ST TX MF 111869D	LEGEND NATURAL GAS IV LP	Sep 01 2010	882-655	TX. Reeves	48	53	2980	PSL	N/2, SE/4 & E/2 SW/4	All depths	561.000	Active
		PETROHAWK		055 007	TX.		53	3628	DC				
Gateway 48	TX MF114473I ROSS A GILSON ET AL - ST TX	PETROHAWK	May 24 2012	955-207	Reeves	48	53	3628	PSL	W/2 SW/4	All depths	80.000	Active
Gateway 48	MF114473H	PROPERTIES LP	May 24 2012	955-190	Reeves	48	53	3628	PSL	W/2 SW/4	All depths	80,000	Active
Gateway 48	WILLIAM KINARD CROUCH - ST TX MF114473N	PETROHAWK PROPERTIES LP	May 24 2012	955-199	TX. Reeves	48	53	3628	PSL	W/2 SW/4	All depths	80.000	Active
0-1	WILLIAM MILTON BEVILL ET AL - ST	PETROHAWK		055 005	TX.	48	53	2000	nei	W. C. C. W.		80.000	
Gateway 48	TX MF114473F WORTH W ROSS ET AL - ST TX	PROPERTIES LP PETROHAWK	May 24 2012	850-225	Reeves TX.	40	33	3628	PSL	W/2 SW/4	All depths	80.000	Active
Gateway 48	MF114473G	PROPERTIES LP	May 24 2012	955-181	Reeves	48	53	3628	PSL	W/2 SW/4	All depths	80.000	Active
Orbison 28	BLAKE OIL AND GAS CORPORATION	PETROHAWK PROPERTIES LP	Oct 05 2011	910-163	TX. Reeves	28	56	5016	PSL	E/2 SE/4 & SW/4 SE/4	Surface to 100' below the deepest producing interval	120.000	Active
Orbison 28	CARTER JONOTHAN COLEMAN - ST TX MF 117757	PETROHAWK PROPERTIES LP	Aug 30 2011	907-211	TX. Reeves	28	56	5967	PSL	N/2 NE/4 & SE/4 NE/4	All depths	119.780	Active
	CARTER JONOTHAN COLEMAN - ST TX	PETROHAWK			TX.								
Orbison 28	MF 117757 BANK OF AMERICA, N.A., TRUSTEE OF THE CHARLES R. MEEKER TRUST, U/A DATED JULY 6, 1992, AMENDED AND RESTATED JUNE 5, 1998	PETROHAWK PROPERTIES LP	Aug 30 2011		TX. Reeves	28	56	5704	PSL	W/2 N/2 NE/4 & SE/4 NE/4	Surface to the stratigraphic equivalent of the base of the Wolfcamp Formation	319.140	
Orbison 2d		PETROHAWK	Apr 20 2011	002-197	TX.	20	20	5501	r GL	E/2 SE/4 &	r ormanon	115.700	rychive
Orbison 28	DAVID R SCYOC	PROPERTIES LP	Nov 01 2011	913-371	Reeves	28	56	5016	PSL	SW/4 SE/4	All depths	120.000	Active



PROSPECT	LESSOR	LESSEE	LEASE & EFFECTIVE DATE	BOOK / PAGE / DOCUMENT	STATE /	SECTION	BLOCK	ABSTRACT	SURVEY	LEGAL DESCRIPTION	DESCRIPTIVE	GROSS ACRES	RECORE
	E L GARRISON TRUST; JOYCE THOMAS												
Orbison 28	INDIVIDUALLY AND TRUSTEE	PETROHAWK PROPERTIES LP	Feb 08 2011	878-804	TX, Reeves	28	56	5875	PSL	S/2 NW/4 SE/4	All depths	20.000	Active
The latter prime and	FRANCES A POLLARD - DECEASED - ST TX				TX.					N/2 NE/4 &			
Orbison 28	MF 117757 FRANCES A POLLARD -	PROPERTIES LP	Aug 30 2011	907-220	Reeves	28	56	5967	PSL	SE/4 NE/4	All depths	119.780	Active
Orbison 28	DECEASED - ST TX MF 117757	PROPERTIES LP	Aug 30 2011	907-220	TX. Reeves	28	56	5704	PSL	W/2	All depths	319.140	Active
Orbison 28	H L HAWKINS JR INC - ST TX MF 117757	PETROHAWK PROPERTIES LP	Mar 03 2011	880-621	TX, Reeves	28	56	5704	PSL	W/2	Surface to 100' below the base of the Wolfcamp Formation	319.140	Active
0.00	HARRISON TRUST RODDY HARRISON	ENDURANCE	A 24 2015	4407.0455	TX.	20	F.0.	5057	200	ANG ANAMA SEM	Surface to 100' below the stratigraphic equivalent of the base of the Wolfcamp	20.000	
Orbison 28	JILL HOLT BELL	RESOURCES LLC	Aug 31 2015	1197-0156	Reeves	28	56	5967	PSL	N/2 NW/4 SE/4	Formation	20,000	Active
Orbison 28	AKA JILL PERRY HOLT - ST TX MF 117757	PETROHAWK PROPERTIES LP	Aug 30 2011	907-217	TX, Reeves	28	56	5967	PSL	N/2 NE/4 & SE/4 NE/4	All depths	119.780	Active
Orbison 28	JILL HOLT BELL AKA JILL PERRY HOLT - ST TX MF 117757	PETROHAWK PROPERTIES LP	Aug 30 2011	907.217	TX, Reeves	28	56	5704	PSL	W/2	All depths	319,140	Active
Orbison 28	LIFETIME BENEFIT OF L H MEEKER ET AL - ST TX MF 117758	PETROHAWK PROPERTIES LP	Feb 09 2011		TX. Reeves	28	56	5967	PSL	N/2 NE/4 & SE/4 NE/4	Surface to 100' below the stratigraphic equivalent of the base of the Wolfcamp Formation	119.780	
Orbison 28	MEEKER INVESTMENTS INC - ST TX MF 117758	PETROHAWK PROPERTIES LP	Feb 09 2011	886-508	TX, Reeves	28	56	5967	PSL	N/2 NE/4 & SE/4 NE/4	Surface to 100' below the stratigraphic equivalent of the base of the Wolfcamp Formation	119.780	Active
Orbison 28	NEAL LEE BINGHAM - ST TX MF 117754	CONTRACTOR AND	Feb 09 2011		TX, Reeves	28	56	5858	PSL	SW/4 NE/4	All depths	40.000	
Orbison 28	ROBERT J HOOK ET	PETROHAWK PROPERTIES LP	Feb 09 2011	878-806	TX. Reeves	28	56	5016	PSL	E/2 SE/4 & SW/4 SE/4	All depths	120.000	
Orbison 28	RONALD I WILSON ET UX	PETROHAWK PROPERTIES LP	Feb 09 2011		TX. Reeves	28	56	5016	PSL	E/2 SE/4 & SW/4 SE/4	All depths	120.000	
Orbison 28	VIRGINIA R HUSTON	PETROHAWK PROPERTIES LP	Apr 11 2011		TX. Reeves	28	56	5016	PSL	E/2 SE/4 &	All depths	120.000	



PROSPECT	LESSOR	LESSEE	LEASE & EFFECTIVE DATE	PAGE / DOCUMENT	STATE /	SECTION	BLOCK	ABSTRACT	SURVEY	LEGAL DESCRIPTION	DESCRIPTIVE	GROSS	LEASE RECORI
MOSFECT	WILLIAM PERRY	LLOGIL	DAIL	DOCUMENT	COUNTY	SECTION	DLOCK	ADSTRACT	SURVET	DESCRIPTION	DEFIN	AGRES	SIAIUS
	COLEMAN - ST TX	PETROHAWK			TX.				1	N/2 NE/4 &			
Orbison 28	MF 117757	PROPERTIES LP	Aug 30 2011	907.214	Reeves	28	56	5967	PSL	SE/4 NE/4	All depths	119.780	Action
OIDISOII 20	WILLIAM PERRY	PROPERTIES LP	Aug 30 2011	307-214	Meeves	20	50	5307	PSL	3E/4 NE/4	All depths	119.700	ACTIVE
		DETERMINE			TV								
201 21	COLEMAN - ST TX	PETROHAWK	1 22000	700012447	TX.		227	6260	422	22702	- NEW CO.	6082000	
Orbison 28	MF 117757	PROPERTIES LP	Aug 30 2011	907-214	Reeves	28	56	5704	PSL	W/2	All depths	319.140	Active
Orbison 28	WINDI GRIMES SOLE TRUSTEE OF THE AWP 1983 TRUST - ST TX MF 117758	PETROHAWK PROPERTIES LP	Feb 09 2011	886.506	TX.	28	56	5967	PSL	N/2 NE/4 & SE/4 NE/4	Surface to 100' below the stratigraphic equivalent of the base of the Wolfcamp Formation	119.780	Active
Orbison 20	117700	PETROHAWK	160 03 2011	000-000	TX.	20	00	3301	FOL	3E/4 NE/4	Formation	113.700	MOUVE.
Cantona 20	DONNA LEDITEV		Aug 10 0011	000 00		200	56	2222	DC:	411	All starships	040.000	A sellican
Santana 29	DONNA J SPIVEY	PROPERTIES LP	Aug 12 2011	999-82	Reeves	29	26	2292	PSL	All	All depths	640.000	Active
	JANIS DEE				2007				1				
200000000000000000000000000000000000000	BOURLAND	PETROHAWK	200000200000		TX.	227	144	2000		2007	12.00.000000000000000000000000000000000	264200158494137	Versioner
Santana 29	HELMEY	PROPERTIES LP	Aug 12 2011	899-73	Reeves	29	56	2292	PSL	All	All depths	640.000	Active
	JEFFERY ALLAN	PETROHAWK	A TOPOTAGE	-	TX,				1000				
Santana 29	WILSON	PROPERTIES LP	Aug 12 2011	899-85	Reeves	29	56	2292	PSL	All	All depths	640.000	Active
		PETROHAWK			TX,								
Santana 29	LEWIS KEITH LYNN	PROPERTIES LP	Aug 12 2011	899-64	Reeves	29	56	2292	PSL	All	All depths	640.000	Active
110/1/2010/11/2010		PETROHAWK			TX.				1	-			
Santana 29	MARY HUEBSCH	PROPERTIES LP	Aug 12 2011	899-76	Reeves	29	56	2292	PSL	All	All depths	640.000	Artive
Surrent Lo	MICHAEL LYNN	PETROHAWK	1.09 12.091		TX.	-	-	FFAF	1.01	17,00	rin departs	040.000	right
Santana 29	BOURLAND	PROPERTIES LP	Aug 12 2011	800.67	Reeves	29	56	2292	PSL	All	All depths	640.000	Activo
Odinaria 23	DOUNDARD	PETROHAWK	Mug 12 2011	033-01	TX.	20	20	2602	I GL	701	Mir depuis	040.000	Motive
0	THE LAW COLU		1 10 0044	000 70		29	ra	0000	000	51/2		272.222	
Santana 29	TIM WILSON	PROPERTIES LP	Aug 12 2011	899-70	Reeves	29	56	2292	PSL	All	All depths	640.000	Active
March 19 Control of March	WWW. C. L. L. L. W. W. L. W. L	PETROHAWK			TX,					7.11	ANCHOOSES		
Santana 29	TOWANA SPIVEY	PROPERTIES LP	Aug 12 2011	899-61	Reeves	29	56	2292	PSL	All	All depths	640.000	Active
120×500×000×0200	WEETONA	PETROHAWK	4.00014-144-151		TX.			2000		19010	and the second	500,000,000	Service Co.
Santana 29	STANLEY	PROPERTIES LP	Aug 12 2011	899-79	Reeves	29	56	2292	PSL	All	All depths	640.000	Active
Muddy Water 30	DONNA J SPIVEY - ST TX MF 112682H	PETROHAWK PROPERTIES LP	Feb 09 2011	880-593	TX, Reeves	30	56	2291	PSL	NE/4	Surface to 100' below the base of the Wolfcamp Formation	160,000	Active
											Surface to 100'		
									1		below the base of		
	DONNA J SPIVEY -	PETROHAWK			TX.						the Wolfcamp		According to
30	ST TX MF 112682H	PROPERTIES LP	Feb 09 2011	880-593	Reeves	30	56	2291	PSL	NW/4 SE/4	Formation	40.000	Active
Muddy Water	JANIS DEE BOURLAND HELMEY - ST TX MF 112682A	PETROHAWK PROPERTIES LP	Feb 09 2011	880.579	TX, Reeves	30	56	2291	PSL	SW/4	Surface to 100' below the base of the Wolfcamp Formation	160,000	Activo
	JANIS DEE	- NOPENTEG LP	160 08 2011	000-013	1,00403	00	00	2501	r.SL	G VV/M	Surface to 100'	100.000	Monve
	BOURLAND									NW/4 & E/2	below the base of		
Muddy Water		PETROHAWK			TX.					SE/4 & SW/4	the Wolfcamp		
			Feb 09 2011	990 670	Reeves	30	56	2291	PSL	SE/4 & SVV/4		200 200	Antico
30	112682A	PROPERTIES LP	Lep 0a 5011	000-019	Reeves	30	50	2291	PSL	OE/4	Formation	280.000	Active
Muddy Water	JANIS DEE BOURLAND HELMEY - ST TX MF	PETROHAWK			TX.						Surface to 100' below the base of the Wolfcamp		
30	112682A	PROPERTIES LP	Feb 09 2011	880-579	Reeves	30	56	2291	PSL	NW/4 SE/4	Formation	40.000	Activa
-	1120001	The state of the s	100002011			-		-	-		Surface to 100'	70.000	
Muddy Water	JEFFERY ALLAN WILSON - ST TX MF	PETROHAWK			TX.						below the base of the Wolfcamp		
30	112682D	PROPERTIES LP	Feb 09 2011	990.607	Reeves	30	56	2291	PSL	NE/4	Formation	160.000	Active



PROSPECT	LESSOR	LESSEE	LEASE & EFFECTIVE DATE	PAGE / DOCUMENT	STATE /	SECTION	BLOCK	ABSTRACT	SURVEY	LEGAL	DESCRIPTIVE	GROSS ACRES	RECORD STATUS
						III - Committee					Surface to 100"		
	JEFFERY ALLAN					1			1	1	below the base of		
	WILSON - ST TX MF	PETROHAWK	The contract of the second		TX,						the Wolfcamp		
30	112682D	PROPERTIES LP	Feb 09 2011	880-607	Reeves	30	56	2291	PSL	NW/4 SE/4	Formation	40.000	Active
	NAME OF THE OWNER.										Surface to 100"		
	JEFFERY ALLAN	DETERMINANT.			TV				1	NW/4 & E/2	below the base of		
	WILSON - ST TX MF	PETROHAWK	Feb 09 2011	000 007	TX. Reeves	30	56	2291	PSL	SE/4 & SW/4 SE/4	the Wolfcamp	200 000	
30	112682D	PROPERTIES LP	Feb 09 2011	880-607	Reeves	30	56	2291	PSL	SE/4	Formation Surface to 100'	280,000	Active
		ħ								NW/4 & E/2	below the base of		
Muddy Water	LEWIS KEITH LYNN	PETROHAWK			TX.				1	SE/4 & SW/4	the Wolfcamp		
30	ST TX MF 112682C	PROPERTIES LP	Feb 09 2011	880,558	Reeves	30	56	2291	PSL	SE/4	Formation	280,000	Active
00	01 17 1411 1120020	THOI ENTILOES	100002011	000 000	1100103	00	00	EE.O.	, 02	00.74	Surface to 100'	200.000	7100740
				1							below the base of		
Muddy Water	LEWIS KEITH LYNN -	PETROHAWK			TX.						the Wolfcamp		
30	ST TX MF 112682C	PROPERTIES LP	Feb 09 2011	880-558	Reeves	30	56	2291	PSL	NW/4 SE/4	Formation	40 000	Active
				-	1.007.00	-					Surface to 100'		10000
									1		below the base of		
Muddy Water	MARY HUEBSCH -	PETROHAWK			TX.						the Wolfcamp		
30	ST TX MF 112682G	PROPERTIES LP	Feb 09 2011	880-551	Reeves	30	56	2291	PSL	NE/4	Formation	160.000	Active
											Surface to 100°		
											below the base of		
	MARY HUEBSCH -	PETROHAWK			TX,						the Wolfcamp		
30	ST TX MF 112682G	PROPERTIES LP	Feb 09 2011	880-551	Reeves	30	56	2291	PSL	NW/4 SE/4	Formation	40.000	Active
											Surface to 100'		
	MICHAEL LYNN										below the base of		
Muddy Water	BOURLAND - ST TX	PETROHAWK		Towns and the same	TX,	Love			To a transport	and the same of th	the Wolfcamp		
30	MF 112682B	PROPERTIES LP	Feb 09 2011	880-565	Reeves	30	56	2991	PSL	SW/4	Formation	160.000	Active
											Surface to 100'		
	MICHAEL LYNN								1	NW/4 & E/2	below the base of		
	BOURLAND - ST TX	PETROHAWK	F 1 00 0011		TX,	0.0				SE/4 & SW/4	the Wolfcamp		progenie
30	MF 112682B	PROPERTIES LP	Feb 09 2011	880-565	Reeves	30	56	2991	PSL	SE/4	Formation	280,000	Active
											Surface to 100'		
	MICHAEL LYNN	55755111101			THE			1			below the base of		
	BOURLAND - ST TX	PETROHAWK	Feb 09 2011	000 505	TX. Reeves	30	56	2991	PSL	NW/4 SE/4	the Wolfcamp Formation	40.000	Active
30	MF 112682B	PROPERTIES LP	Feb 09 2011	880-565	Reeves	30	20	2991	PSL	NVV/4 SE/4	Surface to 100'	40.000	Active
									1		below the base of		
Muddy Mater	TIM WILSON - ST TX	PETROHAWK			TX.						the Wolfcamp		
30	MF 112682E	PROPERTIES LP	Feb 09 2011	880,572	Reeves	30	56	2291	PSL	NE/4	Formation	160.000	Active
30	IVIT 112002L	FROFERIESE	1 60 00 2011	000-072	1100103	100	30	2201	100	196079	Surface to 100'	100.000	1,000
											below the base of		
Muddy Water	TIM WILSON - ST TX	PETROHAWK			TX.	1					the Wolfcamp		
30	MF 112682E	PROPERTIES LP	Feb 09 2011	880-572	Reeves	30	56	2291	PSL	NW/4 SE/4	Formation	40.000	Active
						1					Surface to 100'		
										NW/4 & E/2	below the base of		
Muddy Water	TIM WILSON - ST TX	PETROHAWK			TX.					SE/4 & SW/4	the Wolfcamp		
30	MF 112682E	PROPERTIES LP	Feb 09 2011	880-572	Reeves	30	56	2291	PSL	SE/4	Formation	280.000	Active
											Surface to 100'		
											below the base of		
Muddy Water	TOWANA SPIVEY -	PETROHAWK			TX,	S 400		lancar.	Lanca de la constantina della	Section 1	the Wolfcamp		
30	ST TX MF 112682I	PROPERTIES LP	Feb 09 2011	880-600	Reeves	30	56	2291	PSL	NE/4	Formation	160.000	Active
											Surface to 100'		/
											below the base of		
Gateway fna	TOWANA SPIVEY -	PETROHAWK	Wester Control of the Control	a Acquestic resource of	TX.	basso .	0105			CHATGO COLUMN DA MATORIA	the Wolfcamp	11 200 Sept. 1 - 1 - 1 - 1	2.8.81.00
Cottonwood	ST TX MF 1126821	PROPERTIES LP	Feb 09 2011	880-600	Reeves	30	56	2291	PSL	NW/4 SE/4	Formation	40.000	Active



PROSPECT	LESSOR	LESSEE	LEASE & EFFECTIVE DATE	The second second	STATE /	SECTION	ВLОСК	ABSTRACT	SURVEY	LEGAL DESCRIPTION		GROSS	RECORE STATUS
Muddy Water	WEETONA STANLEY - ST TX MF 112682F	PETROHAWK PROPERTIES LP	Feb 09 2011	880-586	TX, Reeves	30	56	2291	PSL	NE/4	Surface to 100' below the base of the Wolfcamp Formation	160.000	Active
Muddy Water	WEETONA STANLEY - ST TX MF 112682F	PETROHAWK PROPERTIES LP	Feb 09 2011	880-586	TX. Reeves	30	56	2291	PSL		Surface to 100' below the base of the Wolfcamp Formation	40.000	Active
	DELA MINERALS INC - ST TX MF112396	PETROHAWK PROPERTIES LP	Jan 21 2011	878-760	TX. Reeves	32	56	2642	PSL		Surface to 100' below the base of the Wolfcamp Formation	640.000	Active
	The state of the s			***************************************					•		TOTAL	13,045.152	



EXHIBIT A WELLS

WELL NAME	WELL#	STATE	COUNTY	OPERATOR	API NUMBER	WELL TYPE	SECTION	BLOCK	ABSTRACT	SURVEY	ACCOUNTING
Gateway 21 SWD	1	TX	Reeves	Endurance Resources LLC	42-389-34925	Injection	21	53	2651	PSL/HOPPER G	710008
State Gateway 22	2H	TX	Reeves	Endurance Resources LLC	42-389-34930	Producer	22	53	3570 & 3568	PSL / G Hopper / W M Hopper	710001
State Johnny Cash 23	2H	TX	Reeves	Endurance Resources LLC	42-389-35064	Producer	23	53	4088	PSL / BRYAN WP	710005
State Gateway 38	5H	TX	Reeves	Endurance Resources LLC	42-389-35218	Waiting on Completion	38	53	2981 & 3569	PSL/Hopper WM	710011
Orbison 28	6H	TX	Reeves	Endurance Resources LLC	42-389-34995	Producer	28	56	5967	PSL/Meeker JR	710004
Santana 29	2H	TX	Reeves	Endurance Resources LLC	42-389-35266	Producer	29	56	2292	PSL/LYNN C A	710013
State Muddy Water 30	2H	TX	Reeves	Endurance Resources LLC	42-389-34985	Producer	30	56	2291	PSL/LYNN C A	710003
State BB King 32	2H	TX	Reeves	Endurance Resources LLC	42-389-34984	Producer	32	56	2642	PSL/HENRY AE	710002



EXHIBIT A-1 Easements

DOCUMENT NAME	CONTRACT DATE	GRANTOR	GRANTEE	COUNTY/STATE	LEGAL DESCRIPTION	BLOCK/SECTION	SURVEY	WELLS
Road Access Easement		Pleasant Street Limited et al	Endurance Resources Holdings II LLC	Reeves County, Texas	SW/4 of Section 12 W/2 of Section 13	53-12 53-13	PSL	
Endurance Salt Water Disposal Agreement for Gateway 21 SWD	Nov 01 2015	Company of the Compan	Endurance Resources LLC & Endurance Resources Holdings II LLC	Reeves County, Texas	NE/4	53-21	PSL	Gateway 21 SWD
Road Use & Maintenance Agreement	Apr 04 2016	Three Rivers Operating Company III LLC	Endurance Resources Holdings II LLC	Reeves & Culberson County, Texas	Section 21, Block S3, PSL Survey, Culberson County, Texas and ends at Texas Farm to Market road 2119 in Section 12, Block S3, PSL Survey, Reeves County, Texas	53-21 53-12	PSL	
Right-of-Way and Easement Agreement-Road	Sep 01 2015	Estate of J Loyd Parker III, Allison Renee Parker, Michelle Elise Parker Jordan, Pamela Parker Clifton, Christopher Matthew Clifton, Cale Andrew Clifton, Kelli Clifton Grossmann, McCamey Farm & Ranch LP, Robin Lee Young, Young Cottonwood Oil and Gas LP.	Endurance Resources Holdings II LLC	Reeves County, Texas	N/2 of Section 21 N/2 of Section 22 W/2 of Section 28 W/2 of Section 38 NW/4NW/4 of Section 40	53-21 53-22 53-28 53-33 53-40	PSL	State Gateway 22 2H State Gateway 21 SWD 1
Aulti-Use Right-of-Way and assement Agreement	Mar 01 2016	Robert & Kornegay	Endurance Resources Holdings II LLC	Reeves County, Texas	NW/4	53-23	PSL	State Johnny Cash 23 2H
Multi-Use Right-of-Way and Easement Agreement	Jul 23 2015	Sandra K Metcalf	Endurance Resources Holdings II LLC	Reeves County, Texas	NW/4	53-23	PSL	State Johnny Cash 23 2H
ST TX GLO Miscellaneous Easement ME20150162	Jul 01 2015	State of Texas General Land Office	Endurance Resources LLC	Reeves County, Texas	E/2 of Section 26 N/2 & E/2 of Section 23	53-26 53-23	PSL	State Johnny Cash 23 2H
ST TX GLO Miscellaneous Easement ME20150163	Jul 01 2015	State of Texas General Land Office	Endurance Resources LLC	Reeves County, Texas	E/2 of Section 26 N/2 & E/2 of Section 23	53-26 53-23	PSL	State Johnny Cash 23 2H
ST TX GLO Miscellaneous Easement ME20150164	Jul 01 2015	State of Texas General Land Office	Endurance Resources LLC	Reeves County, Texas	E/2 of Section 26 N/2 & E/2 of Section 23	53-26 53-23	PSL	State Johnny Cash 23 2H
ST TX GLO Miscellaneous Easement ME20150165	Jul 01 2015	State of Texas General Land Office	Endurance Resources LLC	Reeves County, Texas	E/2 of Section 26 N/2 & E/2 of Section 23	53-26 53-23	PSL	State Johnny Cash 23 2H
Surface Use Agreement	Aug 20 2010	Pamela Parker Clifton, McCamey Farm & Ranch LP, J Loyd Parker III, Allison Renee Parker, Robbin Lee Young, James Beasley Young, Michelle E Jordan	Legend Natural Gas IV LP	Reeves & Culberson County, Texas	Cottonwood Ranch	Cottonwood Ranch	PSL	State Gateway 22 2H State BB King 32 7H State Muddy Water 30 2H State Johnny Cash 23 2H Orbison 28 6H State Gateway 21 SWD 1
Right-of-Way Agreement	Sep 01 2015	Lowe Royalty Partners LP	Endurance Resources Holdings II LLC	Reeves County, Texas	S/2 & NE/4	53-35	PSL	
Surface Use Agreement	Sep 01 2015	Lowe Royalty Partners LP	Endurance Resources Holdings II LLC	Reeves County, Texas	S/2 & NE/4	53-35	PSL	
iurface Use and Drill Site Agreement	Mar 4 2016	JWM Minerals, LLC	Endurance Resources Holdings II LLC	Reeves County, Texas	NE/4	56-28	PSL.	Orbison 28 6H

Page 1 of 3

EXHIBIT A-1 Easements

DOCUMENT NAME	CONTRACT DATE	GRANTOR	GRANTEE	COUNTY/STATE	LEGAL DESCRIPTION	BLOCK/SECTION	SURVEY	WELLS
Surface Use and Drill Site		James Lawrence Meeker, Trustee of	Endurance Resources	Reeves County, Texas	NE/4	56-28	PSL	Orbison 28 6H
Agreement		Callaghan 320 Trust	Holdings II LLC					
Multi-Use Right-of-Way and	Jul 28 2015	Donna J Spivey	Endurance Resources	Reeves County, Texas	All Sec 29, 30, 24 & 25	56-29	PSL .	Santana 29 5H
Easement Agreement		77. 130	Holdings II LLC			56-30		State Muddy Water 30 2H
					1	53-24	1	
						53-25		
Multi-Use Right-of-Way and	Jul 28 2015	Janis Dee Helmey	Endurance Resources	Reeves County, Texas	All Sec 29, 30, 24 & 25	56-29	PSL	Santana 29 SH
Easement Agreement	NOVOT SURGESS	Processor Published State State	Holdings II LLC	Charles reconceded to a more	and the contract of the contra	56-30		State Muddy Water 30 2H
						53-24		manyed statement intends in series of
						53-25		
Multi-Use Right-of-Way and	6/128 2015	Jeffery A Wilson	Endurance Resources	Reeves County, Texas	All Sec 29, 30, 24 & 25	56-29	PSL	Santana 29 5H
Easement Agreement	101 20 2013	Accord to a summer:	Holdings II LLC	THE REAL PROPERTY AND ADDRESS.		56-30		State Muddy Water 30 2H
casement wardement			munings watte		1	53-24		State triangle trace, 20 20
				_		53-25		
A DESCRIPTION OF THE PERSON OF		VONDO SPRINDE	Endurance Resources	Daniel Court Tours	All Sec 29, 30, 24 & 25	56-29	PSL	Santana 29 SH
Multi-Use Right-of-Way and	301 28 2015	Lewis K Lynn		Reeves County, Texas	All Sec 29, 30, 24 & 23	56-30	Pac	State Muddy Water 30 2H
Easement Agreement			Holdings II LLC			53-24		State Muddy Water 30 2H
					1			
						53-25	_	
Multi-Use Right-of-Way and	Jul 28 2015	Mary Huebsch	Endurance Resources	Reeves County, Texas	All Sec 29, 30, 24 & 25	56-29	PSL	Santana 29 5H
Easement Agreement			Holdings II LLC		1	56-30	1	State Muddy Water 30 2H
						53-24		
						53-25		
Multi-Use Right-of-Way and	Jul 28 2015	Michael L Bourland	Endurance Resources	Reeves County, Texas	All Sec 29, 30, 24 & 25	56-29	PSL	Santana 29 5H
Easement Agreement	***************************************		Holdings II LLC			56-30		State Muddy Water 30 2H
			CONTRACTOR DATE OF THE PARTY OF			53-24		
						53-25		
Multi-Use Right-of-Way and	Jul 28 2015	Tim L Wilson	Endurance Resources	Reeves County, Texas	All Sec 29, 30, 24 & 25	56-29	PSL	Santana 29 5H
Easement Agreement			Holdings II LLC			56-30	1	State Muddy Water 30 2H
14.					1	53-24		
						53-25		
Multi-Use Right-of-Way and	Jul 28 2015	Towana Spivey	Endurance Resources	Reeves County, Texas	All Sec 29, 30, 24 & 25	56-29	PSL	Santana 29 SH
Easement Agreement	101201012		Holdings II LLC			56-30		State Muddy Water 30 2H
resonante de l'actions						53-24		
		,				53-25		
Multi-Use Right-of-Way and	(u) 25 2015	Weetona Stanley	Endurance Resources	Reeves County, Texas	All Sec 29, 30, 24 & 25	56-29	PSL	Santana 29 5H
the second secon	701 28 2013	AACCEPTING DESCRIPTION	Holdings II LLC	neeres county, rexas	100 200 20, 20, 24 00 23	56-30	1000	State Muddy Water 30 2H
Easement Agreement			Hornings in CTC			53-24		State Industry Water and All
					1	53-25		
			Endurance Resources	Day County 7	All Sec 29, 30, 24 & 25	56-29	PSL	Santana 29 SH
Multi-Use Right-of-Way and	Jul 28 2015	Jeffery A Wilson	and the state of t	Reeves County, Texas	All 50°C 29, 30, 24 & 25		620	
Easement Agreement			Holdings II LLC			56-30		State Muddy Water 30 2H
						53-24		
						53-25		

EXHIBIT A-1 Easements

DOCUMENT NAME	CONTRACT DATE	GRANTOR	GRANTEE	COUNTYISTATE	LEGAL DESCRIPTION	BLOCK / SECTION	SURVEY	WELLS
Cottonwood Ranch Drilling Operations & Management of Water Wells & Gravel Pits		Estate of J Loyd Parker III, Allison Renee Parker, Michelle Elise Parker Jordan, Pamela Parker Cilton, Christopher Matthew Clifton, Cale Andrew Clifton, Kelli Cilton Gossmann, McCamey Farm & Ranch IP, Robin Lee Young, Young Cottonwood Oil & Gas LP	Endurance Resources Holdings II LLC	Reeves & Culberson County, Texas	\$/2	53-41	PSL	

Page 3 of 3

Exhibit A-2

None.



Exhibit B

Excluded Properties

1) Caliche & Water Sales Agreement, dated July 24, 2015, by and among Estate of J Loyd Parker III, Allison Renee Parker, Michelle Elise Parker Jordan, Pamela Parker Clifton, Christopher Matthew Clifton, Cale Andrew Clifton, Kelli Clifton Gossmann, McCamey Farm & Ranch LP, Robin Lee Young, Young Cottonwood Oil & Gas LP, Endurance Resources LLC, and Endurance Resources Holdings II LLC.

520021 000006 18741008.5



0000002869

FILED FOR RECORD AT 11:23 O'CLOCK A. M.

ON THE 21st DAY OF Decembe

A.D., 2016_

Linda McDonald

COUNTY AND DISTRICT CLERK CULBERSON COUNTY, TEXAS

DEPUTY

STATE OF TEXAS COUNTY OF CULBERSON

I hereby certify that this instrument was FILED on the date and at the time stamped hereon by me and was duly RECORDED in the

Volume and Page 494 -52 of the

Records of Culberson County, Texas.



COUNTY AND DISTRICT CLERK CULBERSON COUNTY, TEXAS



ASSIGNMENT, BILL OF SALE AND CONVEYANCE

ID 10547

This document prepared by, and when recorded return to:

Atlantic Resources II Interests LLC 300 N. Marienfeld, Suite # 600 Midland, Texas 79701

Attention:

William Abney

Telephone:

432-682-3272

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

ASSIGNMENT, BILL OF SALE AND CONVEYANCE

This Assignment, Bill of Sale and Conveyance (this "Conveyance") from Crump Energy Partners II, LLC, a Delaware limited liability company with an address at 4000 N. Big Spring, Suite 310, Midland, Texas, 79705 (herein called "Grantor") to Atlantic Resources II Interests LLC, a Delaware limited liability company with an address at 300 N. Marienfeld Street, Suite # 600, Midland, Texas 79701 (herein called "Grantee") is executed on the dates set forth in the respective notary certifications below, but effective for all purposes as of 12:01 a.m. local time in Dallas, Texas on November 1, 2016 (the "Effective Date").

RECITALS

WHEREAS, Grantor owns interests in and to certain oil and gas leases, units, lands, and other assets as more specifically set forth herein; and

WHEREAS, pursuant to that certain Purchase and Sale Agreement by and among Grantor and Grantee dated as of December 9, 2016 (the "Purchase Agreement"), Grantor has agreed to convey to Grantee certain undivided interests in and to the Properties (as hereinafter defined).

CONVEYANCE

NOW THEREFORE, Grantor, for Ten Dollars (\$10.00) and other good and valuable consideration (the receipt and sufficiency of which are hereby acknowledged), does hereby GRANT, BARGAIN, SELL, CONVEY, ASSIGN, TRANSFER, SET OVER, and DELIVER unto Grantee, the following described properties, rights and interests:

(a) All rights, titles and interests of Grantor in and to the oil, gas and/or mineral leases which are described on **Exhibit A** hereto and any ratifications or amendments to such leases (the "**Leases**");

True & Correct Copy of a comment on file at Reeves County Texas,
Dianne O. Florez, County Clerk
Page \(\) of \(\)



- Without limitation of the foregoing, all other right, title and interest (of whatever kind or character, whether legal or equitable, and whether vested or contingent) of Grantor in and to the Hydrocarbons in and under or that may be produced from the lands and depths described on Exhibit A hereto or described in any of the Leases (the "Lands") (including, without limitation, interests in oil, gas and/or mineral leases, overriding royalties, production payments, net profits interests, fee mineral interests, fee royalty interests and other interests insofar as they cover such lands), even though Grantor's interest therein may be incorrectly described in, or omitted from, such Exhibit A;
- All rights, titles and interests of Grantor in and to, or otherwise derived from, all presently existing and valid oil, gas and/or mineral unitization, pooling, and/or communitization agreements, declarations and/or orders (including, without limitation, all units formed under orders, rules, regulations, or other official acts of any federal, state or other Governmental Authority having jurisdiction, and voluntary unitization agreements, designations and/or declarations) to the extent that they relate to any of the properties described in subsections (a) and (b) above;
- All rights, titles and interests of Grantor in and to the oil, condensate, natural gas, injection, salt water disposal or water wells, whether producing, non-producing, shut-in or temporarily abandoned, located on the Oil and Gas Properties, including, without limitation, those listed on Exhibit A hereto (the "Wells");
- All rights, titles and interests of Grantor in and to all presently existing and valid Applicable Contracts, including production sales contracts, operating agreements, and other agreements and Contracts, in each case, to the extent that they relate to any of the other Properties;
- All rights, titles and interests of Grantor in and to all materials, supplies, machinery, equipment, facilities, improvements and other personal property and fixtures (including, but not by way of limitation, all pumping units, flowlines, tanks, buildings, injection facilities, saltwater disposal facilities, compression facilities, gathering systems, and other equipment) located on and/or appurtenant to the Oil and Gas Properties and used in connection with the exploration, development, operation or maintenance thereof (collectively, the "Equipment");
- All rights, titles and interests of Grantor in and to all easements, servitudes, rights of way and surface leases or, to the extent assignable, other rights to the surface as well as any franchises, licenses, authorizations, permits, approvals, consents, certificates and other rights granted by third Persons and similar rights and interests, in each case, appurtenant to or used in connection with the other Properties, including those described on Exhibit A-1 hereto;
- All rights, titles and interests of Grantor in and to the fee surface ownership of the properties described on Exhibit A-2 hereto;
- All rights, titles and interests of Grantor in and to (A) trade credits, accounts receivable, notes receivable, take-or-pay amounts receivable, and other receivables and general

Dianne O. Florez, County Clerk

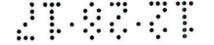
Page 2 of

intangibles, attributable to the Properties with respect to periods of time from and after the Effective Date; and (B) liens and security interests in favor of Grantor or its Affiliates, whether choate or inchoate, under any Law or Contract to the extent arising from, or relating to, the ownership, operation, or sale or other disposition on or after the Effective Date of any of the Properties or to the extent arising in favor of Grantor as the operator or non-operator of any Oil and Gas Property;

- (j) All rights, titles and interests of Grantor in and to oil, condensate, natural gas, natural gas liquids, and other minerals ("Hydrocarbons") produced from the Oil and Gas Properties after the Effective Date; and, to the extent related or attributable to the Oil and Gas Properties, all production, plant, and transportation imbalances as of the Effective Date; and all make-up rights with respect to take-or-pay payments;
- (k) all rights of Grantor to audit the records of any Person and to receive refunds or payments of any nature, and all amounts of money relating thereto, to the extent such rights arise on or after the Effective Date or relate to Assumed Liabilities or other matters for which Grantee is responsible under the Purchase Agreement;
- (I) all seismic, geological or geophysical information constituting proprietary data, studies, core samples, maps, related technical data and any other seismic, geological or geophysical information covering or related to the Oil and Gas Properties which the Grantor is not prohibited by agreement from transferring to Grantee other than any such information licensed from non-Affiliate Persons that cannot be transferred without additional consideration to such non-Affiliate Persons and for which Grantee has not agreed (in its sole discretion) to pay such additional consideration ("G&G Data"); and
- (m) except to the extent the transfer or disclosure thereof would be restricted by binding obligations of confidentiality (which, at the request of Grantee, Grantor will endeavor in good faith to have lifted, provided that Grantor shall not be required to expend any funds that Grantee does not agree in writing to pay in connection therewith at the time such funds are due and payable), all of the data (other than any seismic data that is not G&G Data) that is owned or licensed by Grantor (or any of its Affiliates)), files, records, maps and information, whether held in hard copy or electronic format, in Grantor's possession or to which Grantor has rights pursuant to any Applicable Contract, in each case, that are primarily related to any of the other Properties, including all land, title and contract files and operations, accounting, environmental, production and Tax records relating to Asset Taxes with respect to such properties and assets; but excluding, however, any such data, files, records, maps and information solely to the extent containing any data or information included in or relating to the Excluded Properties or to the extent related to Grantor's business generally.

The properties, rights and interests specified in the foregoing subsections (a), (b), (c), and (d), except for the Excluded Properties as defined below, are herein sometimes collectively called the "Oil and Gas Properties," and individually an "Oil and Gas Property," and the properties, rights and interests specified in the foregoing subsections (a), (b), (c), (d), (e), (f), (g), (h), (i), (j), (k), (l)

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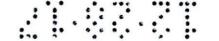
and (m) except for the Excluded Properties, are herein sometimes collectively called the "Properties" and individually a "Property."

EXCEPTING AND RESERVING to Grantor, however, the Excluded Properties (as defined below).

- (a) All rights and causes of action in favor of Grantor arising, occurring or existing in connection with the Properties or the operation of or production from the Oil and Gas Properties (including, but not limited to, any and all contract rights, claims, receivables, revenues, recoupment rights, recovery rights, accounting adjustments, mispayments, erroneous payments or other claims of any nature in favor of Grantor, provided that rights to insurance proceeds are handled under item (d) below), in each case, to the extent such claims or causes of action (i) arise prior to the Effective Date and are not related to Assumed Liabilities or other matters which Grantee is responsible for under the Purchase Agreement, or (ii) are related to Retained Liabilities or other obligations retained by Grantor under the Purchase Agreement;
 - (b) Any accounts payable accruing before the Effective Date;
- (c) All limited liability company, financial, Income Tax and legal records (other than the Leases, Applicable Contracts and title records) of Grantor;
- (d) Subject to Section 13.1 of the Purchase Agreement, all rights and interests of Grantor (i) under any policy or agreement of insurance or indemnity other than to the extent relating to Assumed Liabilities or other matters for which Grantee is responsible under the Purchase Agreement, (ii) under any bond, or (iii) to any insurance or condemnation proceeds or awards arising, in each case, from acts, omissions or events or damage to or destruction of property;
- (e) All Hydrocarbon production from or attributable to the Properties with respect to all periods prior to the Effective Date, including as described in **Section 11.1(h)(i)** of the Purchase Agreement and all proceeds attributable thereto;
- (f) Properties excluded from the purchase and sale contemplated by the Purchase Agreement under Section 6.2 or Section 7.8(c) of the Purchase Agreement;
- (g) Copies (but not the originals) of all files, as described in **Section 10.1** of the Purchase Agreement;
- (h) All deposits, cash, checks, funds and accounts receivable or received attributable to Grantor's interests in the Properties with respect to any period of time prior to the Effective Date except to the extent relating to the Assumed Liabilities or other matters for which Grantee is responsible under the Purchase Agreement, including, without limitation, Section 11.6 of the Purchase Agreement;

4

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Dianne O. Florez, County Clerk
Page of 30



- (i) All computer or communications software (including tapes, data and program documentation and all tangible manifestations and technical information relating thereto) owned, licensed or used by Grantor;
- (j) Any logo, service mark, copyright, trade name or trademark of or associated with Grantor or any Affiliate of Grantor or any business of Grantor or of any Affiliate of Grantor;
- (k) Any documents withheld or not transferred pursuant to **Section 10.1** of the Purchase Agreement;
- (I) Any files, records, information, or data to the extent that Grantor is legally prevented from disclosing or transferring such property to Grantee as a result of confidentiality arrangements or contractual requirements with non-Affiliate Persons, provided that Grantor shall use commercially reasonable efforts to get waivers of such restrictions from such Persons (such commercially reasonable efforts shall not include the payment of fees unless Grantee has agreed in writing to pay such fees by such time as they become due);
- (m) Any and all claims of Grantor or any of its Affiliates for refunds of, rights to receive funds from any Governmental Authority relating to, credits attributable to, or the right to report loss carryforwards of Grantor or any of its Affiliates relating to, or similar Tax assets relating to (i) Asset Taxes attributable to any period (or portion thereof) prior to the Effective Date (as determined in accordance with Section 15.1 of the Purchase Agreement), (ii) Income Taxes imposed on Grantor or any of its Affiliates, (iii) any Taxes attributable to the Excluded Properties or (iv) any other Taxes relating to the ownership or operation of the Properties or the production of Hydrocarbons or the receipt of proceeds therefrom that are attributable to any period (or portion thereof) ending prior to the Effective Date;
 - (n) Any seismic data that is not G&G Data; and
- (o) All right, title and interest of Grantor in and to the assets described on **Exhibit B** attached hereto.

These excluded properties, rights and interests specified in the immediately preceding subsections (a) through (o), inclusive, are collectively referred to as the "Excluded Properties." Grantee shall not be responsible for, and Grantor expressly retains, all liabilities related to the Excluded Properties, whether such liabilities arise before or after the Effective Date. It is understood that certain of the Excluded Properties may not be embraced by the term Properties. The fact that certain properties, rights and interests have been expressly excluded is not intended to suggest that had they not been excluded they would have constituted Properties and shall not be used to interpret the meaning of any word or phrase used in describing the Properties.

TO HAVE AND TO HOLD the Properties unto Grantee, its successors and assigns, forever, subject, however, to the terms and conditions of this Conveyance and the Purchase Agreement.

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GRANTOR, FOR A PERIOD OF TWO (2) YEARS AFTER THE EXECUTION OF THIS CONVEYANCE BY GRANTOR, WARRANTS DEFENSIBLE TITLE (AS SUCH TERM IS DEFINED IN THE PURCHASE AGREEMENT) TO THE PROPERTIES, SUBJECT TO THE TERMS AND CONDITIONS OF THE PURCHASE AGREEMENT, UNTO GRANTEE, ITS SUCCESSORS AND ASSIGNS, AGAINST ALL PERSONS CLAIMING OR TO CLAIM THE SAME OR ANY PART THEREOF BY, THROUGH, OR UNDER GRANTOR, BUT NOT OTHERWISE. Grantor hereby assigns to Grantee all rights, claims, and causes of action on title warranties given or made by Grantor's predecessors in interest, and Grantee is specifically subrogated to all rights which Grantor has, or may have, against its predecessors in interest, to the extent that Grantor may legally transfer such rights and grant such subrogation.

THE SPECIAL WARRANTY OF TITLE SET FORTH ABOVE AND THE EXPRESS REPRESENTATIONS AND WARRANTIES OF GRANTOR CONTAINED IN SECTION 4.1 IN THE PURCHASE AGREEMENT (COLLECTIVELY, THE "GRANTOR'S WARRANTIES") ARE EXCLUSIVE AND ARE IN LIEU OF ALL OTHER REPRESENTATIONS AND WARRANTIES, EXPRESS, IMPLIED, STATUTORY OR OTHERWISE AND GRANTOR EXPRESSLY DISCLAIMS ANY AND ALL SUCH OTHER REPRESENTATIONS AND WARRANTIES. WITHOUT LIMITATION OF THE FOREGOING AND EXCEPT FOR GRANTOR'S WARRANTIES, THE PROPERTIES ARE CONVEYED PURSUANT HERETO WITHOUT (a) ANY WARRANTY OR REPRESENTATION, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, RELATING TO (i) TITLE TO THE PROPERTIES, OR THE CONDITION, QUANTITY, OR QUALITY OF THE PROPERTIES, (ii) THE ACCURACY OR COMPLETENESS OF ANY DATA, REPORTS, RECORDS, PROJECTIONS, INFORMATION OR MATERIALS NOW, HERETOFORE OR HEREAFTER FURNISHED OR MADE AVAILABLE TO GRANTEE IN CONNECTION WITH THE PURCHASE AGREEMENT, (iii) PRICING ASSUMPTIONS, OR QUALITY OR QUANTITY OF HYDROCARBON RESERVES (IF ANY) ATTRIBUTABLE TO THE PROPERTIES OR THE ABILITY OR POTENTIAL OF THE PROPERTIES TO PRODUCE HYDROCARBONS, (iv) THE ENVIRONMENTAL CONDITION OF THE PROPERTIES, BOTH SURFACE AND SUBSURFACE, (v) THE STATUS OF THE PROPERTIES WITH RESPECT TO COMPLIANCE WITH APPLICABLE ENVIRONMENTAL LAWS OR ANY LAW OF THE TEXAS RAILROAD COMMISSION RELATING TO SPACING, DENSITY, SETBACKS, SPECIFICATIONS OR GRADES FOR EQUIPMENT OR MATERIALS, WELL INTEGRITY OR CONSTRUCTION, AND THE PROTECTION OF CORRELATIVE RIGHTS IN HYDROCARBONS, OR (vi) ANY OTHER MATTERS CONTAINED IN ANY MATERIALS FURNISHED OR MADE AVAILABLE TO GRANTEE BY GRANTOR OR BY GRANTOR'S AGENTS OR REPRESENTATIVES, OR (b) ANY OTHER EXPRESS, IMPLIED, STATUTORY OR OTHER WARRANTY OR REPRESENTATION WHATSOEVER. LIMITING GRANTOR'S WARRANTIES OR GRANTEE'S RIGHTS UNDER ARTICLE VII OR ARTICLE XII OF THE PURCHASE AGREEMENT OR UNDER THIS CONVEYANCE OR ANY OTHER CONVEYANCE EXECUTED PURSUANT TO THE

6

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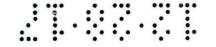
PURCHASE AGREEMENT, GRANTEE SHALL BE DEEMED TO HAVE INSPECTED THE PROPERTIES FOR ALL PURPOSES AND SATISFIED ITSELF AS TO THEIR PHYSICAL AND ENVIRONMENTAL CONDITION, BOTH SURFACE SUBSURFACE, INCLUDING BUT NOT LIMITED TO CONDITIONS SPECIFICALLY RELATED TO THE PRESENCE OR RELEASE OF HAZARDOUS MATERIAL, INCLUDING HAZARDOUS SUBSTANCES, SOLID WASTES, ASBESTOS AND OTHER MAN MADE FIBERS, OR NATURALLY OCCURRING RADIOACTIVE MATERIALS. EXCEPT FOR THE GRANTOR'S WARRANTIES, GRANTOR FURTHER DISCLAIMS ANY REPRESENTATION OR WARRANTY, EXPRESS, STATUTORY OR IMPLIED, OF RIGHTS OF A PURCHASER UNDER APPROPRIATE STATUTES TO CLAIM DIMINUTION OF CONSIDERATION OR RETURN OF THE PURCHASE PRICE, IT BEING EXPRESSLY UNDERSTOOD AND AGREED BY THE PARTIES HERETO THAT WITHOUT LIMITING GRANTOR'S WARRANTIES OR GRANTEE'S RIGHTS UNDER ARTICLE VII OR ARTICLE XII OF THE PURCHASE AGREEMENT OR UNDER THIS CONVEYANCE OR ANY OTHER CONVEYANCE EXECUTED PURSUANT TO THE PURCHASE AGREEMENT, GRANTEE SHALL BE DEEMED TO BE OBTAINING THE PROPERTIES, INCLUDING, WITHOUT LIMITATION, THE EQUIPMENT COMPRISING PART OF THE PROPERTIES, IN THEIR PRESENT STATUS, AND CONDITION, "AS IS" AND "WHERE IS" WITH ALL FAULTS OR DEFECTS (KNOWN OR UNKNOWN, LATENT, DISCOVERABLE UNDISCOVERABLE), AND THAT GRANTEE HAS MADE OR CAUSED TO BE MADE SUCH INSPECTIONS AS GRANTEE DEEMS APPROPRIATE TO ENTER INTO THIS CONVEYANCE AND, HAS MADE SUCH INSPECTIONS AS GRANTEE DEEMS APPROPRIATE TO CONSUMMATE THE TRANSACTION CONTEMPLATED HEREBY. GRANTOR AND GRANTEE AGREE THAT, TO THE EXTENT REQUIRED BY APPLICABLE LAW TO BE EFFECTIVE, THE DISCLAIMERS OF CERTAIN REPRESENTATIONS AND WARRANTIES CONTAINED IN THIS PARAGRAPH ARE "CONSPICUOUS" DISCLAIMERS FOR THE PURPOSE OF ANY APPLICABLE LAW.

This Conveyance is made subject to the terms and conditions of the Purchase Agreement, which terms are hereby incorporated into this Conveyance by reference for all purposes; however third parties may conclusively rely upon this Conveyance to vest title to the Properties in Grantee. The Purchase Agreement contains certain representations, warranties and agreements between the parties, some of which may survive the delivery of this Conveyance, as provided for therein. Capitalized terms used herein but not defined shall have the meanings assigned to such terms in the Purchase Agreement. In the event of a conflict between the terms of this Conveyance and the Purchase Agreement the terms of the Purchase Agreement shall control for all purposes.

Grantor agrees to execute and deliver to Grantee, from time to time, such other and additional instruments, notices, division orders, transfer orders and other documents, and to do all such other and further acts and things as may be necessary to more fully and effectively grant, convey and assign to Grantee the Properties.

7

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This Conveyance shall bind and inure to the benefit of the parties hereto and their respective successors and assigns.

This Conveyance, and all claims arising in connection with or related hereto, or the negotiation, execution or performance hereof (whether in contract or tort), shall, without regard to principles of conflicts of Law, be construed and enforced in accordance with and governed by the Laws of the state of Texas applicable to contracts made and to be performed entirely within such state and the Laws of the United States of America. EACH PARTY HERETO WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY ACTION, SUIT OR PROCEEDING ARISING OUT OF OR RELATING TO THIS CONVEYANCE.

This Conveyance is being executed in several counterparts all of which are identical except that, to facilitate recordation, certain counterparts hereof may contain only that portion of Exhibit A which contains specific descriptions of properties located in the recording jurisdiction in which the particular counterpart is to be recorded, with other portions of Exhibit A being included in such counterparts by reference only. All of such counterparts together shall constitute one and the same instrument.

[Remainder of page intentionally left blank; signature page follows.]

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Page 8 of 30

IN WITNESS WHEREOF this Conveyance has been executed by Grantor and Grantee on the date of its acknowledgment below but shall be effective as to runs of oil and deliveries of gas, and for all other purposes, as of the Effective Date.

GRANTOR:

Crump Energy Partners II, LLC

Name: Will Crump

Title: President

GRANTEE:

Atlantic Resources II Interests LLC

Name: R.A. Jennings

Title: Chief Executive Officer

9

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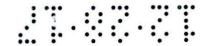
STATE OF EXAS		
STATE OF <u>/E/43</u>	§	
40	§	
COUNTY OF MIDLAND	§	
The foregoing instrument was ackn Will Crump, as President of Crump on behalf of the limited partnership	Energy Partners II, LLC, a De	day of <i>December</i> , 2016, by elaware limited liability company
SARAH TISDALE SEMER Notary Public, State of Texas Comm. Expires 03-29-2020	Satah Jiscle	li Since
Notary ID 128936570	Notary Public My Commission Expires: _	March 29,2020
(Notary Seal)		
STATE OF	§	
	§	
COUNTY OF	§	
The foregoing instrument was ackn R.A. Jennings, as Chief Executive limited liability company, on behal	e Officer of Atlantic Resource	es II Interests LLC, a Delaware

Acknowledgement Page to Assignment, Bill of Sale and Conveyance

Notary Public

My Commission Expires:

True & Correct Copy of a document on file at Reeves County Texas,
Dianne O. Florez, County Clerk
Page of



(Notary Seal)

IN WITNESS WHEREOF this Conveyance has been executed by Grantor and Grantee on the date of its acknowledgment below but shall be effective as to runs of oil and deliveries of gas, and for all other purposes, as of the Effective Date.

GRANTOR:

Crump Energy Partners II, LLC

Name: Will Crump Title: President

GRANTEE:

Atlantic Resources II Interests LLC

Name: R.A. Jenning

Title: Chief Executive Officer

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STATE OF	§
	§
COUNTY OF	§
	owledged before me this day of, 2016, by Energy Partners II, LLC, a Delaware limited liability company, .
	Notary Public My Commission Expires:
(Notary Seal)	
STATE OF <u>Jevus</u> COUNTY OF <u>Midland</u>	§
	§
COUNTY OF Midland	§
The foregoing instrument was ackr R.A. Jennings, as Chief Executive	owledged before me this 16 th day of Oo conber, 2016, by Officer of Atlantic Resources II Interests LLC, a Delaware

MARY QUINTANA
Notary Public, State of Texas
My Commission Expires
January 09, 2017

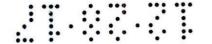
limited liability company, on behalf of the limited liability company.

Votary Public Quintane

(Notary Seal)

Acknowledgement Page to Assignment, Bill of Sale and Conveyance

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PROSPECT	LESSOR	LESSEE	LEASE & EFFECTIVE	BOOK / PAGE /	STATE /			No. No.		LEGAL	DESCRIPTIVE	GROSS	RECORE
FROSFECT	ALLISON RENEE	LESSEE	DATE	DOCUMENT	COUNTY	SECTION	BLOCK	ABSTRACT	SURVEY	DESCRIPTION	DEPTH	ACRES	STATUS
	PARKER - ST TX MF	LEGEND NATURAL											
Gateway 22	111869E	GAS IV LP	C 04 0040	000 045	TX.			Name of the last o	PSL/	1300			
Galeway 22	J LOYD PARKER III -	LEGEND NATURAL	Sep 01 2010	882-615	Reeves	22	53	3570	HOPPER G	All	All depths	640.000	Active
Gateway 22	ST TX MF 111869B	GAS IV LP	D 04 0040	000 000	TX,		200		PSL/				
Gateway 22	JAMES BEASLEY	GAS IV LP	Sep 01 2010	882-605	Reeves	22	53	3570	HOPPER G	All	All depths	640.000	Active
	YOUNG III - ST TX	LEGEND NATURAL			m.				earner or				
Gateway 22	MF 111869C	GAS IV LP	Sep 01 2010	000 045	TX,			2222	PSL/	(96.1)			
Outeray 22	MCCAMEY FARM	IGAG IV LF	Sep 01 2010	882-845	Reeves	22	53	3570	HOPPER G	All	All depths	640.000	Active
	AND RANCH LP - ST	LEGEND NATURAL			TX.								
Gateway 22	TX MF 111869G	GAS IV LP	Sep 01 2010	000 505	Reeves	22	53	0.575	PSL/	1000	5200.000.000	-	
- and and and	MICHELLE E	OND IV EI	360012010	002-393	Reeves	24	53	3570	HOPPER G	All	All depths	640.000	Active
	JORDAN - ST TX MF	LEGEND NATURAL			TX.			1	PSL /				
Gateway 22	111869F	GAS IV LP	Sep 01 2010	882.635	Reeves	22	53	3570		1	Water and the second	170000000000000000000000000000000000000	1 mark 100 1 may
	PAMELA PARKER	51 (6 17 E)	000012010	002-000	Meeves	22	00	3570	HOPPER G	All	All depths	640.000	Active
	CLIFTON - ST TX MF	LEGEND NATURAL			TX.			1	PSL/				
Gateway 22	111869A	GAS IV LP	Sep 01 2010	882-625	Reeves	22	53	3570	HOPPER G	All	A.W. of		
	ROBBIN LEE		Sup ST ESTO	002 020	1100103	2.2	00	3370	HOPPER G	All	All depths	640.000	Active
	YOUNG - ST TX MF	LEGEND NATURAL			TX.			1	PSL/	1			
Gateway 22	111869D	GAS IV LP	Sep 01 2010	882-655	Reeves	22	53	3570	HOPPER G	All	All doubles	0.40.000	2.77
	SANDRA			002.000	1100100	4,4,	00	3370	HOFFERG	All	All depths	640,000	Active
	KORNEGAY									1			
Johnny Cash	METCALF ET AL -	PETROHAWK			TX.								
23	ST TX MF 113664	PROPERTIES LP	Aug 26 2011	907-203	Reeves	23	53	4088	PSL	NW/4	All depths	160.250	
letter and the		ANGELLE &	-			-	-	4000	I UL	1444/9	All deptits	160.250	Active
Johnny Cash		DONOHUE OIL &			TX.								
23	ST TX M 112451	GAS PROPERTIES	Apr 05 2011	879-458	Reeves	23	53	3972	PSL	S/2 & NE/4	All depths	480.750	Action
		PETROHAWK			TX,					OIZ WINLIN	rai depuis	400,730	Active
Allman 24	DONNA J SPIVEY	PROPERTIES LP	Aug 12 2011	899-82	Reeves	24	53	2294	PSL	All	All depths	640.000	Action
	JANIS DEE									7.01	rai dopuis	040.000	VICTIAE
	BOURLAND	PETROHAWK	_		TX,			_					
Allman 24	HELMEY	PROPERTIES LP	Aug 12 2011	899-73	Reeves	24	53	2294	PSL	All	All depths	640.000	Active
	JEFFERY ALLAN	PETROHAWK	A CONTRACTOR OF THE PARTY OF TH		TX,						r ar separie	040.000	MOTIVO
Allman 24	WILSON	PROPERTIES LP	Aug 12 2011	899-85	Reeves	24	53	2294	PSL	All	All depths	640.000	Artive
		PETROHAWK			TX,							040,000	7101110
Allman 24	LEWIS KEITH LYNN	PROPERTIES LP	Aug 12 2011	899-64	Reeves	24	53	2294	PSL	All	All depths	640.000	Artive
	A WILLIAM TO THE RESIDENCE OF THE PARTY OF T	PETROHAWK	in an armony		TX,							0.10.000	2 TOUR
Allman 24	MARY HUEBSCH	PROPERTIES LP	Aug 12 2011	899-76	Reeves	24	53	2294	PSL	All	All depths	640.000	Active
220 1250	MICHAEL LYNN	PETROHAWK			TX.							340.000	
Allman 24	BOURLAND	PROPERTIES LP	Aug 12 2011		Reeves	24	53	2294	PSL	All	All depths	640,000	Active
		PETROHAWK	W. Dero (230) (25 Aug 2)		TX,		227				- Anna Anna Anna Anna Anna Anna Anna Ann	3101000	
Allman 24	TIM WILSON	PROPERTIES LP	Aug 12 2011			24	53	2294	PSL	All	All depths	640.000	Active
	222300000000000000000000000000000000000	PETROHAWK			TX,								
Allman 24		PROPERTIES LP	Aug 12 2011			24	53	2294	PSL	All	All depths	640.000	Active
		PETROHAWK			TX,								
Allman 24	STANLEY	PROPERTIES LP	Aug 12 2011	899-79	Reeves	24	53	2294	PSL	All	All depths	640,000	Active

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PROSPECT	LESSOR	LESSEE	LEASE & EFFECTIVE DATE	BOOK / PAGE / DOCUMENT	STATE /	SECTION	BLOCK	ABSTRACT	SURVEY	LEGAL DESCRIPTION	DESCRIPTIVE	GROSS ACRES	LEASE RECORD STATUS
Aliman 24	BRENDA TAYLOR	OBRIEN OIL AND GAS INC	Nov 12 2014	1129,719	TX. Reeves	25	53	3476	PSL	SE/4 LESS AND EXCEPT 4 acres in the extreme NW corner of this tract AND save and except Lots 37, 38, 39, 43, 44, 87, 88, 99, 106, 148, 150, 151, 155, 167, 168, 169, 170, 171 All located in block 1 of the Southwestern Development Company of Toyah, Texas Subdivision in the SE/4			
Allman 24	DONNA J SPIVEY	PETROHAWK PROPERTIES LP	Aug 12 2011		TX, Reeves	25	53	2293	PSL	NW/4 NW/4, S/2 NW/4, N/2 N/2 SW/4 & N/2 S/2 N/2 SW/4		155.032	
Allman 24	DONNA J SPIVEY	PETROHAWK PROPERTIES LP	Aug 12 2011	899-82	TX, Reeves	25	53	2293	PSL	NE/4 & NE/4 NW/4, S/2 SW/4 & S/2 S/2 N/2 SW/4	All depths	300.000	
Allman 24	JANIS DEE BOURLAND HELMEY	PETROHAWK PROPERTIES LP	. Aug 12 2011	899-73	TX, Reeves	25	53	2293	PSL	NW/4 NW/4, S/2 NW/4, N/2 N/2 SW/4 & N/2 S/2 N/2 SW/4	All depths	180,000	Active
Aliman 24	JANIS DEE BOURLAND HELMEY	PETROHAWK PROPERTIES LP	Aug 12 2011	899-73	TX, Reeves	25	53	2293	PSL	NE/4 & NE/4 NW/4, S/2 SW/4 & S/2 S/2 N/2 SW/4	All depths	300.000	Active
Allman 24	JEFFERY ALLAN WILSON	PETROHAWK PROPERTIES LP	Aug 12 2011	899-85	TX, Reeves	25	53	2293	PSL	NW/4 NW/4, S/2 NW/4, N/2 N/2 SW/4 & N/2 S/2 N/2 SW/4	All depths	180.000	Active
Allman 24	JEFFERY ALLAN WILSON	PETROHAWK PROPERTIES LP	Aug 12 2011	899-85	TX, Reeves	25	53	2293	PSL	NE/4 & NE/4 NW/4, S/2 SW/4 & S/2 S/2 N/2 SW/4	All depths	300.000	Active

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LEASES

PROSPECT	LESSOR	LESSEE	LEASE & EFFECTIVE DATE	PAGE / DOCUMENT	STATE /	SECTION	BLOCK	ABSTRACT	SURVEY	LEGAL DESCRIPTION	DESCRIPTIVE DEPTH	GROSS ACRES	RECORD STATUS
Aliman 24	KIMBERLY KAY SLOAN	OBRIEN OIL AND GAS INC	Oct 03 2014	1116-177 Amended 1129-717	TX, Reeves	25	53	3476	PSL	SE/4 LESS AND EXCEPT 4 acres in the extreme NW corner of this tract AND save and except Lots 37, 38, 39, 43, 44, 87, 88, 99, 106, 148, 150, 151, 155, 167, 168, 169, 170, 171 All located in block 1 of the Southwestern Development Company of Toyah, Texas Subdivision in the SE/4		155.032	2 Active
Allman 24	LEWIS KEITH LYNN	PETROHAWK PROPERTIES LP	Aug 12 2011	899-64	TX, Reeves	25	53	2293	PSL	NW/4 NW/4, S/2 NW/4, N/2 N/2 SW/4 & N/2 S/2 N/2 SW/4		180,000	
Allman 24	LEWIS KEITH LYNN	PETROHAWK PROPERTIES LP	Aug 12 2011	899-64	TX, Reeves	25	53	2293	PSL	NE/4 & NE/4 NW/4, S/2 SW/4 & S/2 S/2 N/2 SW/4		300,000	
Allman 24	MARY HUEBSCH	PETROHAWK PROPERTIES LP	Aug 12 2011	899-76	TX, Reeves	25	53	2293	PSL	NW/4 NW/4, S/2 NW/4, N/2 N/2 SW/4 & N/2 S/2 N/2 SW/4 NE/4 & NE/4	All depths	180.000	Active
Aliman 24	MARY HUEBSCH	PETROHAWK PROPERTIES LP	Aug 12 2011	899-76	TX, Reeves	25	53	2293	PSL	NW/4, S/2 SW/4 & S/2 S/2 N/2 SW/4	All depths	300.000	Active
Allman 24	MICHAEL LYNN BOURLAND	PETROHAWK PROPERTIES LP	Aug 12 2011	899-67	TX, Reeves	25	53	2293	PSL	NW/4 NW/4, S/2 NW/4, N/2 N/2 SW/4 & N/2 S/2 N/2 SW/4 NE/4 & NE/4	All depths	180.000	Active
Allman 24	MICHAEL LYNN BOURLAND	PETROHAWK PROPERTIES LP	Aug 12 2011	899-67	TX, Reeves	25	53	2293	PSL	NE/4 & NE/4 NW/4, S/2 SW/4 & S/2 S/2 N/2 SW/4	All depths	300.000	Active

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			LEASE &	BOOK / PAGE /		E 150	NO STATE		1000			N BALLSONIA	LEASE
PROSPECT	LESSOR	LESSEE	DATE	DOCUMENT	STATE /	SECTION	BLOCK	ABSTRACT	SURVEY	DESCRIPTION	DESCRIPTIVE	GROSS	RECORD
MOULEUT	LLCOOK	LLOULL	DAIL	DOCUMENT	COUNTY	SECTION	BLUCK	MESTRACT	SURVET	SE/4 of Section	DEPIH	ACRES	STATUS
										25, Block 53, A			
							1	1	1	3476, PSL			1
										Survey, Reeves			
									1	County, Texas			
				1	1			1		containing 160			1
									1	acres, more or			
					1		1		1	less, LESS			1
						1				AND EXCEPT			1
									1	4 acres, more			
										or less, in the			
										extreme			
									1	NW/corner and		1	1
									1	FURTHER		1	1
										LESS AND			
	1								1	EXCEPT all of		1	1
	1					1			1	Lots 106, 87,		1	1
										88, 43, 44, 150, 151, 170, 171,			
									1	155, 148, 167,			1
					1	1			1	168, 37, 38, 39			
					1				1	and the East			1
					1					22.579 feet of		T.	1
			()							lot 99, all in			
										Block 1 of the			
11					1				1	Southwestern		1	
	AND THE RESIDENCE OF THE PARTY		1						1	Development			
	CHARLES LAWHON.	1			1					Company of			
	JANET LAWHON,	Fortunes								Toyah, Texas		1	
	JOHN LAWHON, TRACEY	Endurance Resources Holdings			TX.				1	Subdivision of			
Allman 24	SCHEIDLER	II, LLC	Sep 30 2016	1330-061	Reeves	25	53	3476	PSL	the SE/4 of Section 25,	All depths	155 020	Active
Finite L4	CONLIDELLY	II, LLO	30p 30 2010	1000-001	110000	20	00	3470	FOL	Section 25,	An depins	155,032	Active
								l.		NW/4 NW/4.			
		DETOOLIAM!			200				1	S/2 NW/4, N/2			
Allman 24	TIM WILSON	PETROHAWK PROPERTIES LP	Aug 12 2011	000 70	TX,	00	50	0000	001	N/2 SW/4 & N/2		7227233	
Annan 24	TIM WILSON	PROPERTIES LP	Aug 12 2011	099-70	Reeves	25	53	2293	PSL	S/2 N/2 SW/4 NE/4 & NE/4	All depths	180.000	Active
										NW/4, S/2			
		PETROHAWK			TX,		ľ			SW/4 & S/2 S/2			
Allman 24	TIM WILSON	PROPERTIES LP	Aug 12 2011	899-70	Reeves	25	53	2293	PSL	N/2 SW/4	All depths	300.000	Active
											Ni -		
								1		NW/4 NW/4, S/2 NW/4, N/2		1	
		PETROHAWK			TX.					N/2 SW/4 & N/2			
Allman 24	TOWANA SPIVEY	PROPERTIES LP	Aug 12 2011	899-61	Reeves	25	53	2293	PSL	S/2 N/2 SW/4	All depths	180,000	Artive
Treat to 1			1.09 12 2011						. 46	NE/4 & NE/4	rai aupura	100.000	LICHAG
										NW/4, S/2			
		PETROHAWK			TX,					SW/4 & S/2 S/2		1	
Allman 24	TOWANA SPIVEY	PROPERTIES LP	Aug 12 2011	899-61	Reeves	25	53	2293	PSL	N/2 SW/4	All depths	300.000	Active
										NW/4 NW/4.			
							1			S/2 NW/4, N/2			
	WEETONA	PETROHAWK			TX.		10 1			N/2 SW/4 & N/2		1	
	STANLEY	PROPERTIES LP	Aug 12 2011		Reeves	25	53	2293	PSL				

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			LEASE & EFFECTIVE	BOOK / PAGE /	STATE /					LEGAL	DESCRIPTIVE	GROSS	LEASE
PROSPECT	LESSOR	LESSEE	DATE	DOCUMENT	COUNTY	SECTION	BLOCK	ABSTRACT	SURVEY	DESCRIPTION		ACRES	STATU
Allman 24	WEETONA STANLEY	PETROHAWK PROPERTIES LP	Aug 12 2011	899-79	TX, Reeves	25	53	2293	PSL	NE/4 & NE/4 NW/4, S/2 SW/4 & S/2 S/2 N/2 SW/4		300,000	
	OTANCE?	ANGELLE &	Aug 12 2011	035-75		20	55	187 acs - A 3973, 374 acs - A 4129,	PSL	IN/2 SVV/4	All depths	300.000	Active
lohnny Cash 23	ST TX M 112452	DONOHUE OIL & GAS PROPERTIES	Apr 05 2011	879-452	TX, Reeves	26	53	80 acs - A 4182	PSL	All	All depths	641.000	Active
Sateway 22	ALLISON RENEE PARKER - ST TX MF 111869E	LEGEND NATURAL GAS IV LP	Sep 01 2010	882.615	TX, Reeves	27	53	3568	PSL / HOPPER WM	N/2 & SW/4	SHI U LEE	400 700	
	J LOYD PARKER III -	LEGEND NATURAL			TX,				PSL / HOPPER		All depths	480.700	Active
Sateway 22	ST TX MF 111869B JAMES BEASLEY	GAS IV LP	Sep 01 2010	882-605	Reeves	27	53	3568	WM PSL/	N/2 & SW/4	All depths	480.700	Active
Sateway 22	YOUNG III - ST TX MF 111869C MCCAMEY FARM	GAS IV LP	Sep 01 2010	882-645	TX, Reeves	27	53	3568	HOPPER WM PSL /	N/2 & SW/4	All depths	480.700	Active
Sateway 22	AND RANCH LP - ST TX MF 111869G	LEGEND NATURAL GAS IV LP	Sep 01 2010	882-595	TX, Reeves	27	53	3568	HOPPER WM	N/2 & SW/4	All depths	480.700	Active
Sateway 22	MICHELLE E JORDAN - ST TX MF 111869F	LEGEND NATURAL GAS IV LP	Sep 01 2010	882-635	TX, Reeves	27	53	3568	PSL / HOPPER WM	N/2 & SW/4	All depths	480.700	Active
Totoway 22	PAMELA PARKER CLIFTON - ST TX MF 111869A	LEGEND NATURAL GAS IV LP	Fee 04 2040	992 625	TX.	0.7		2500	PSL / HOPPER				
Sateway 22	ROBBIN LEE YOUNG - ST TX MF	LEGEND NATURAL	Sep 01 2010	882-625	Reeves TX,	27	53	3568	PSL / HOPPER	N/2 & SW/4	All depths	480.700	Active
Sateway 22 SLO 53 Sec	LOWE ROYALTY	GAS IV LP ENDURANCE RESOURCES	Sep 01 2010	882-655	Reeves TX.	27	53	3568	WM	N/2 & SW/4	All depths	480.700	Active
8-33	PARTNERS LP	HOLDINGS II LLC	Jul 15 2015	1197-427	Reeves	36	53	2652	PSL	N/2	All depths	320.000	Active
GLO 53 Sec 28-33	ST TX MF 117877	ENDURANCE RESOURCES HOLDINGS II LLC	Jan 05 2016	1260-0206	TX, Cuiberson & Reeves	28	53	2652	PSL	W/2	All depths	320.500	Active
SLO 53 Sec 8-33	enteronnenteren Registroor 1	ENDURANCE RESOURCES HOLDINGS II LLC	Jan 05 2016	1260-0195	TX, Culberson & Reeves	33	53	2	PSL	All	All depths	641.000	Activo
ateway 34	ALLISON RENEE PARKER - ST TX MF 111869E	LEGEND NATURAL GAS IV LP	Sep 01 2010		TX, Reeves	34	53	3567	PSL	All	All depths	641.000	
ateway 34	J LOYD PARKER III - ST TX MF 111869B	LEGEND NATURAL GAS IV LP	Sep 01 2010		TX, Reeves	34	53	3567	PSL	All	All depths	641.000	
ateway 34	JAMES BEASLEY YOUNG III - ST TX MF 111869C	LEGEND NATURAL GAS IV LP	Sep 01 2010		TX, Reeves		53	3567	PSL	4.0.5	A CONTRACT OF THE CONTRACT OF		
	MCCAMEY FARM AND RANCH LP - ST	LEGEND NATURAL			TX,						All depths	641.000	
ateway 34	MICHELLE E	GAS IV LP LEGEND NATURAL	Sep 01 2010	882-595	Reeves TX.	34	53	3567	PSL	All	All depths	641.000	Active
ateway 34		GAS IV LP	Sep 01 2010	882-635	Reeves	34	53	3567	PSL	All	All depths	641.000	Active

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PROSPECT	LESSOR	LESSEE	EFFECTIVE DATE	PAGE / DOCUMENT	STATE /	SECTION	BLOCK	ABSTRACT	SURVEY	LEGAL	DESCRIPTIVE	GROSS ACRES	RECORD STATUS
NOO! LO	PAMELA PARKER	LLUGLL	DATE	DOCOMENT	COOKIN	SECTION	DLOCK	MOSTRACI	SURVET	DESCRIPTION	DEPIN	ACRES	SIAIUS
	CLIFTON - ST TX MF	LEGEND NATURAL			TX.								1
Gateway 34	111869A	GAS IV LP	Sep 01 2010	882-625	Reeves	34	53	3567	PSL	All	All depths	641,000	Activo
4.7.	ROBBIN LEE		307372013		1100100	-	00	0001	I OL	(731)	/ ii uupiiis	041.000	Active
		LEGEND NATURAL			TX.								
Gateway 34	111869D	GAS IV LP	Sep 01 2010	882-655	Reeves	34	53	3567	PSL	All	All depths	641.000	Activa
Howlin Wolf	LOWE ROYALTY	ENDURANCE								1.57	, an are parts	011.000	1100110
Blk 53 Sec	PARTNERS LP - ST	RESOURCES			TX,				PSL/LL				
35	TX MF 117612	HOLDINGS II LLC	Jul 15 2015	1202-0403	Reeves	35	53	3467	FORD	S/2 & NE/4	All depths	480,000	Active
	41.45	ENDURANCE										100.000	1 101110
Gateway fna	LOWE ROYALTY	RESOURCES			TX.	l.							
Cottonwood	PARTNERS LP	HOLDINGS II LLC	Jul 15 2015	1202-0403	Reeves	36	53	2610	PSL	N/2	All depths	320.000	Active
Howlin Wolf	LOWE ROYALTY	ENDURANCE									The second	0201000	7.101110
Blk 53 Sec	PARTNERS LP - ST	RESOURCES		V	TX,								
37	TX MF 117612	HOLDINGS II LLC	Jul 15 2015	1202-0403	Reeves	37	53	5968	PSL	W/2	All depths	320.000	Active
	ALLISON RENEE												
	PARKER - ST TX MF	LEGEND NATURAL			TX,								
Gateway 38	111869E	GAS IV LP	Sep 01 2010	882-615	Reeves	38	53	2981	PSL	All	All depths	641.000	Active
		LEGEND NATURAL	121 - 1277 Hatelen	Section 1	TX,								
Gateway 38		GAS IV LP	Sep 01 2010	882-605	Reeves	38	53	2981	PSL	All	All depths	641.000	Active
	JAMES BEASLEY												
	YOUNG III - ST TX	LEGEND NATURAL			TX,								
Gateway 38	MF 111869C	GAS IV LP	Sep 01 2010	882-645	Reeves	38	53	2981	PSL	All	All depths	641.000	Active
	MCCAMEY FARM												
	AND RANCH LP - ST				TX,								
Gateway 38		GAS IV LP	Sep 01 2010	882-595	Reeves	38	53	2981	PSL	All	All depths	641.000	Active
	MICHELLE E				Land Inches								
		LEGEND NATURAL	COS POSSOCIONOS	1.000000000	TX,		Serve .		Language III	l beautiful and a second			
Gateway 38		GAS IV LP	Sep 01 2010	882-635	Reeves	38	53	2981	PSL	All	All depths	641.000	Active
	PAMELA PARKER												
		LEGEND NATURAL	CONTRACTOR INC.		TX,	Decivity .	Land of the land	Contract Contract		least to the same of the same	SACHE CONTRACTOR	Arrest treatment	Acres value
Gateway 38	111869A	GAS IV LP	Sep 01 2010	882-625	Reeves	38	53	2981	PSL	All	All depths	641.000	Active
	ROBBIN LEE												
	YOUNG - ST TX MF	LEGEND NATURAL			TX,								
Gateway 38		GAS IV LP	Sep 01 2010	882-655	Reeves	38	53	2981	PSL	All	All depths	641,000	Active
01 0 50 0		ENDURANCE			art.								
GLO 53 Sec		RESOURCES	1 05 0040	1000 0101	TX,	00	ro.		mm.	G 872		1111000	
39-46	ST TX MF 117884	HOLDINGS II LLC	Jan 05 2016	1260-0184	Reeves	39	53		PSI	All	All depths	641.000	Active
		ENDUDANCE			TX								
		ENDURANCE RESOURCES			Culberson								
21 0 0 0 0 10		HOLDINGS II LLC	Jul 19 2016		& Reeves	40	53	2654	PSL.	All	N. 10-10-		
SLO Sect 40		HOLDINGS II LLC	Jul 19 2016		& Reeves	40	53	2654	PSL	All	All depths	641.000	Active
GLO 53 Sec	ALLISON RENEE PARKER - ST TX MF	LEGEND NATURAL			TX.								
39-46		GAS IV LP	Sep 01 2010	000 045	Reeves	46	53	2657	PSL	All	A III TO STATE OF		Name of the last
3LO 53 Sec		LEGEND NATURAL	Sep 01 2010	882-615	TX.	40	53	2657	PSL	All	All depths	641.000	Active
3LO 33 Sec 39-46		GAS IV LP	See 01 2010	202 606	Reeves	46	53	2657	PSL	All	All doubles	C44 000	* william
33-40	JAMES BEASLEY	GAG IV LP	Sep 01 2010	002-003	Magnes	40	03	2031	FOL	Pul	All depths	641.000	Active
SLO 53 Sec		LEGEND NATURAL			TX								
39-46		GAS IV LP	Sep 01 2010	992 646	Reeves	46	53	2657	PSL	All	All depths	641.000	A settlem
0-40	MCCAMEY FARM	ONO IV LF	36p 01 2010	002-045	1/00409	40	00	2031	- JL	/NI	Aii deptiis	041.000	Active
SLO 53 Sec		LEGEND NATURAL			TX.								
9-46		GAS IV LP	Sep 01 2010	882.505	Reeves	46	53	2657	PSL	All	All depths	641.000	Active
3-40	MICHELLE E	ONG IV LP	30p 01 2010	002-000	1100003	40	00	2037	r JL	CH	Air depths	041.000	Active
SLO 53 Sec		LEGEND NATURAL		*2	TX.								
39-46	7 7 7 7 7 7 7 7 7 7 7 7 7 7 7 7 7 7 7 7	GAS IV LP	Sep 01 2010	882.635	Reeves	46	53	2657	PSL	All	All depths	641.000	Action
U-40	1110001	Orno IV LF	36p 01 2010	002-000	1/00405	70	VV	2001	r VL	Icai	mi depuis	041.000	Active

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			LEASE & EFFECTIVE	PAGE /	STATE /					LEGAL	DESCRIPTIVE	GROSS	RECORE
PROSPECT	LESSOR	LESSEE	DATE	DOCUMENT	COUNTY	SECTION	BLOCK	ABSTRACT	SURVEY	DESCRIPTION	DEPTH	ACRES	STATUS
	PAMELA PARKER										1		
GLO 53 Sec	CLIFTON - ST TX MF				TX.					l			1
39-46	111869A	GAS IV LP	Sep 01 2010	882-625	Reeves	46	53	2657	PSL	All	All depths	641,000	Active
	ROBBIN LEE	A Planeto Securito De Contrato											
GLO 53 Sec	YOUNG - ST TX MF	LEGEND NATURAL			TX.				1				1
39-46	111869D	GAS IV LP	Sep 01 2010	882-855	Reeves	46	53	2657	PSL	All	All depths	641.000	
	ALLISON RENEE	Water Committee of the		002.000	1100100	10	-	2.007	I OL	1701	Air deputs	041.000	Active
	PARKER - ST TX MF	LEGEND NATURAL			TV								1
Cotomo 20	111869E	GAS IV LP	0 - 04 0040	000 045	TX,	222		2222	12.00	N/2, SW/4 &			1
Gateway 38			Sep 01 2010	882-615	Reeves	47	53	3569	PSL	W/2 SE/4	All depths	561.000	Active
	J LOYD PARKER III -	LEGEND NATURAL			TX,					N/2, SW/4 &			
Gateway 38	ST TX MF 111869B	GAS IV LP	Sep 01 2010	882-605	Reeves	47	53	3569	PSL	W/2 SE/4	All depths	561.000	Active
	JAMES BEASLEY											001.000	7 101110
	YOUNG III - ST TX	LEGEND NATURAL			TX.				1	N/2 SW/4 &			
Gateway 38	MF 111869C	GAS IV LP	Sep 01 2010	882-645	Reeves	47	53	3569	PSL	W/2 SE/4	All depths	561,000	A 345 C
- and and	MCCAMEY FARM	G, 10 11 E	dep or zoro	002-040	1100403	147	00	3003	FOL	VV/2 SE/4	All depins	561,000	Active
	AND RANCH LP - ST	LEGEND MATURAL			TX	1				2224 TAXABOO 2			
C-1					F (F (W))	100	200		Upracy -	N/2, SW/4 &	DATE OF THOSE	1,000,000	20.10
Gateway 38	TX MF 111869G	GAS IV LP	Sep 01 2010	882-595	Reeves	47	53	3569	PSL	W/2 SE/4	All depths	561.000	Active
	MICHELLE E	AND A PROPERTY OF THE PARTY OF			1000								
	JORDAN - ST TX MF	LEGEND NATURAL			TX,			1	1	N/2, SW/4 &			1
Gateway 38	111869F	GAS IV LP	Sep 01 2010	882-635	Reeves	47	53	3569	PSL	W/2 SE/4	All depths	561,000	Active
	PAMELA PARKER			No.						111111111111111111111111111111111111111	r an departs	001,000	richie
	CLIFTON - ST TX MF	LEGEND NATURAL			TX.					NIM CIALLA			
Gateway 38	111869A	GAS IV LP	C 04 0040	000.005		477		0500	med	N/2, SW/4 &			
Gateway 30		GAS IV LF	Sep 01 2010	002-020	Reeves	47	53	3569	PSL	W/2 SE/4	All depths	561.000	Active
	ROBBIN LEE												1100000
	YOUNG - ST TX MF	LEGEND NATURAL			TX,					N/2, SW/4 &			
Gateway 38	111869D	GAS IV LP	Sep 01 2010	882-655	Reeves	47	53	3569	PSL	W/2 SE/4	All depths	561,000	Active
	ALAN R ZEMAN - ST	PETROHAWK			TX,								
Gateway 48	TX MF114473D	PROPERTIES LP	May 24 2012	951-763	Reeves	48	53	3628	PSL	W/2 SW/4	All depths	80.000	Active
	ALLISON RENEE		- HOYETEDIA	001100	1100100	40	00	0020	r.o.	11/2:01/4	An deputa	00.000	Metring
	PARKER - ST TX MF	LEGEND NATURAL			TX.	l .		1	1	N/2, SE/4 & E/2			
Cataway 40	111869E	GAS IV LP	Sep 01 2010	000 045		48	53	0000	mer		GOVERNMENT	10000000	S 12
Gateway 48	111009E	GAS IV LP	Sep 01 2010	882-015	Reeves	48	53	2980	PSL	SW/4	All depths	561.000	Active
Gateway 48	- ST TX MF114473K	PETROHAWK PROPERTIES LP	May 24 2012	956-404	TX, Reeves	48	53	3628	PSL	W/2 SW/4	All depths	80.000	Active
	BILLIE NELL												
	EASTLAND - ST TX	PETROHAWK			TX,				1				
Gateway 48	MF114473E	PROPERTIES LP	May 24 2012	951-755	Reeves	48	53	3628	PSL	W/2 SW/4	All depths	80.000	Active
	CHRISTINAC										The same of the sa		
	STAPLETON ET AL -	PETROHAWK			TX,								
Gateway 48	ST TX MF114473C	PROPERTIES LP	May 24 2012	OF L. TAR	Reeves	48	53	3628	PSL	WALLS CONTA	All double	70.000	6 at 5 at 5
Gateway 40	31 1X MIF 114473C	PROPERTIES LF	may 24 2012	331-740	Veenen	40	55	3020	POL	W/2 SW/4	All depths	80.000	Active
		Consessor Control Systems			244 V 20								
	GEORGE M CROSS -	PETROHAWK	684 - 69/5/2004		TX,	costs		and the second	-				
Gateway 48	ST TX MF114473L	PROPERTIES LP	May 24 2012	956-396	Reeves	48	53	3628	PSL	W/2 SW/4	All depths	80.000	Active
	J LOYD PARKER III -	LEGEND NATURAL			TX.					N/2, SE/4 & E/2	anion and anion and		
Gateway 48	ST TX MF 111869B	GAS IV LP	Sep 01 2010	882-605	Reeves	48	53	2980	PSL	SW/4	All depths	561.000	Active
	JAMES BEASLEY					-	-	2000	1 04	011114	rui depuis	501.000	rion vo
	YOUNG III - ST TX	LEGEND NATURAL			TX.					N/2, SE/4 & E/2			
Cataman 40	MF 111869C		Can 01 2010	000 045		40	E0.	2000	DOI.		* H Secondary		
Gateway 48		GAS IV LP	Sep 01 2010	002-045	Reeves	48	53	2980	PSL	SW/4	All depths	561,000	Active
	JAMES G												
		PETROHAWK			TX,								
Gateway 48	MF114473M	PROPERTIES LP	May 24 2012	956-388	Reeves	48	53	3628	PSL	W/2 SW/4	All depths	80.000	Active
	KARA L KEYZER ET												
	AL - ST TX	PETROHAWK			TX.								
Gateway 48	MF114473B	PROPERTIES LP	May 24 2012	051.736	Reeves	48	53	3628	PSL	W/2 SW/4	All depths	80.000	Amthum
		1 I YOU' but I I the W but	may are of L	441,170	1100103	**W	ww	0020	I Calle	TYY/C OYY/4	COU MEDUIS		nouve

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Dianne O. Florez, County Clerk
Page 19 of 30



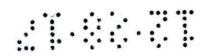
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PROSPECT	LYNN SWIGART -	LESSEE	DATE	DOCUMENT		SECTION	BLOCK	ABSTRACT	SURVEY	DESCRIPTION	DEPTH	ACRES	STATUS
Cataman 40		PETROHAWK			TX.	221	1225	00.00					
Gateway 48	ST TX MF114473A MCCAMEY FARM	PROPERTIES LP	May 24 2012	951-729	Reeves	48	53	3628	PSL	W/2 SW/4	All depths	80.000	Active
												1	
	AND RANCH LP - ST				TX,		Laconson Control			N/2, SE/4 & E/2			
Gateway 48	TX MF 111869G	GAS IV LP	Sep 01 2010	882-595	Reeves	48	53	2980	PSL	SW/4	All depths	561.000	Active
	MICHELLE E			-	Control of the Contro								
	JORDAN - ST TX MF	LEGEND NATURAL			TX,				1	N/2, SE/4 & E/2			1
Gateway 48	111869F	GAS IV LP	Sep 01 2010	882-635	Reeves	48	53	2980	PSL	SW/4	All depths	561.000	Activo
	PAMELA PARKER			AND DESCRIPTION AND DESCRIPTION OF THE PERSON OF THE PERSO							ran departs	301.000	MOUVE
	CLIFTON - ST TX MF	LEGEND NATURAL			TX.					N/2, SE/4 & E/2			
Gateway 48	111869A	GAS IV LP	Sep 01 2010	882-625	Reeves	48	53	2980	PSL	SW/4	All doothe	504.000	A GOVERN
	RACHEL MORTON		- COP 01 E010	OUE OEG	1100103	140	55	2,500	I SL	OVV/4	All depths	561.000	Active
	NIXON ET AL - ST	PETROHAWK			TX.								
Gateway 48	TX MF114473J	PROPERTIES LP	May 24 2012	055 216		40	60	2222	mer		200 ten 320	1000000	
Jateway 40	ROBBIN LEE	PROPERTIES LP	Way 24 2012	900-216	Reeves	48	53	3628	PSL	W/2 SW/4	All depths	80.000	Active
		LEGELIO MATRIDA			2000								
	YOUNG - ST TX MF	LEGEND NATURAL	G1 2002000	201 120	TX,					N/2, SE/4 & E/2			
Gateway 48	111869D	GAS IV LP	Sep 01 2010	882-655	Reeves	48	53	2980	PSL	SW/4	All depths	561.000	Active
	RONALD DAVID					1							
	COODY ET AL - ST	PETROHAWK			TX,								
Gateway 48	TX MF1144731	PROPERTIES LP	May 24 2012	955-207	Reeves	48	53	3628	PSL	W/2 SW/4	All depths	80,000	Active
	ROSS A GILSON ET	THE RESERVE AND ADDRESS.										-	7 (01170
	AL - ST TX	PETROHAWK			TX.	1							
Gateway 48	MF114473H	PROPERTIES LP	May 24 2012	955-190	Reeves	48	53	3628	PSL	W/2 SW/4	All depths	90.000	Active
	WILLIAM KINARD	Transmitting as	may are as in	000 100	Trouves.		00	3020	FOL	VVIZ GVVI4	All deptils	80.000	Active
	CROUCH - ST TX	PETROHAWK			TX.								
Sateway 48	MF114473N	PROPERTIES LP	May 24 2012	055 400	Reeves	48	50	0.000					NAME OF TAXABLE
Saleway 40		PROPERTIES LP	May 24 2012	955-199	Reeves	48	53	3628	PSL	W/2 SW/4	All depths	80,000	Active
	WILLIAM MILTON	W. C.											
	BEVILL ET AL - ST	PETROHAWK		CONTRACTOR OF THE PARTY OF THE	TX,		Carr.	Anna anna		A CONTRACTOR OF THE PARTY OF TH			
Sateway 48	TX MF114473F	PROPERTIES LP	May 24 2012	955-225	Reeves	48	53	3628	PSL	W/2 SW/4	All depths	80.000	Active
	WORTH W ROSS											-	
	ET AL - ST TX	PETROHAWK			TX.								
Sateway 48	MF114473G	PROPERTIES LP	May 24 2012	955-181	Reeves	48	53	3628	PSL	W/2 SW/4	All depths	80,000	Active
												00.000	rionro
	BLAKE OIL AND										Surface to 100'		
	GAS	PETROHAWK			TX.					E/2 SE/4 &	below the deepest		
Orbison 28	CORPORATION	PROPERTIES LP	Oct 05 2011	910-163	Reeves	28	56	5016	PSL	SW/4 SE/4		120.000	Anthon
or bribally acc	CARTER	THO LITTILO LI	001002011	010-100	1100103	20	50	3010	FOL	3VV/4 3E/4	producing interval	120.000	Active
	JONOTHAN												
	COLEMAN - ST TX	PETROHAWK			TX.					100000000000000000000000000000000000000			
Orbison 28		PROPERTIES LP	4 20.0044	007.044		0.0		FOOR		N/2 NE/4 &	A AND DESCRIPTION OF THE PARTY OF		
JIDISON 20		PROPERTIES LP	Aug 30 2011	907-211	Reeves	28	56	5967	PSL	SE/4 NE/4	All depths	119.780	Active
	CARTER												
	JONOTHAN				1000T1								
		PETROHAWK	en at the constant of		TX,								
Orbison 28	MF 117757	PROPERTIES LP	Aug 30 2011	907-211	Reeves	28	56	5704	PSL	W/2	All depths	319.140	Active
	BANK OF AMERICA.											0.011.10	7.00.70
	N.A., TRUSTEE OF					1			I.				
	THE CHARLES R.								6		Surface to the		
	MEEKER TRUST,										stratigraphic		
	U/A DATED JULY 6,												
	1992, AMENDED										equivalent of the		
	AND RESTATED	DETROUALNY			TV						base of the		
Achiena Off	JUNE 5, 1998	PETROHAWK	4 00 00-11	000 107	TX,						Wolfcamp		
orbison 28	2000 0 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	PROPERTIES LP	Apr 28 2011	882-197	Reeves	28	56	5967	PSL		Formation	119.780	Active
Orbison 28		PETROHAWK		NAME OF TAXABLE PARTY.	TX,					E/2 SE/4 &			
	DAVID R SCYOC	PROPERTIES LP	Nov 01 2011	042 274	Reeves	28	56	5016	PSL	SW/4 SE/4	All depths		Active

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Page 10 of 30



PROSPECT	LESSOR	LESSEE	LEASE & EFFECTIVE DATE	BOOK / PAGE / DOCUMENT	STATE /			The same		LEGAL	DESCRIPTIVE	GROSS	LEASE RECOR
RUSPECT	E L GARRISON	LESSEE	DATE	DOCUMENT	COUNTY	SECTION	BLOCK	ABSTRACT	SURVEY	DESCRIPTION	DEPTH	ACRES	STATUS
	TRUST; JOYCE THOMAS												
Orbison 28	INDIVIDUALLY AND TRUSTEE	PETROHAWK PROPERTIES LP	Feb 08 2011	878-804	TX. Reeves	28	56	5875	PSL	S/2 NW/4 SE/4	All depths	20.000	Active
	FRANCES A POLLARD -												
Orbison 28	DECEASED - ST TX MF 117757	PETROHAWK PROPERTIES LP	Aug 30 2011	907-220	TX, Reeves	28	56	5967	PSL	N/2 NE/4 & SE/4 NE/4	All depths	119.780	Active
	FRANCES A POLLARD -						-						
	DECEASED - ST TX	PETROHAWK			TX.								
orbison 28	MF 117757	PROPERTIES LP	Aug 30 2011	907-220	Reeves	28	56	5704	PSL	W/2	All depths	319.140	Active
										1	Surface to 100'	0.10.1.40	7.00.7.0
	H L HAWKINS JR				100						below the base of		
Orbison 28	INC - ST TX MF	PETROHAWK	Mar 03 2011	000 004	TX, Reeves	28	56	5704	Day	14/10	the Wolfcamp		
rbison 28	117/57	PROPERTIES LP	Mar 03 2011	880-621	Reeves	28	56	5704	PSL	W/2	Formation Surface to 100'	319.140	Active
Orbison 28	HARRISON TRUST RODDY HARRISON TRUSTEE	ENDURANCE RESOURCES LLC	Aug 31 2015	1197-0156	TX, Reeves	28	56	5967	PSL	N/2 NW/4 SE/4	below the stratigraphic equivalent of the base of the Wolfcamp Formation	20.000	Active
10/00/1/20	JILL HOLT BELL	THE STORY OF THE S	7.09 07 2010	1107-0100	1100100	2.0	00.	0001	, or	TWE THIN OLD	romation	20.000	Metive
	AKA JILL PERRY HOLT - ST TX MF	PETROHAWK		007.047	TX,				mai	N/2 NE/4 &			CONTRACTOR OF THE PARTY OF THE
orbison 28	JILL HOLT BELL	PROPERTIES LP	Aug 30 2011	907-217	Reeves	28	56	5967	PSL	SE/4 NE/4	All depths	119.780	Active
	AKA JILL PERRY HOLT - ST TX MF	PETROHAWK			TX,								
rbison 28	117757	PROPERTIES LP	Aug 30 2011	907-217	Reeves	28	56	5704	PSL	W/2	All depths	319.140	Active
Orbison 28	LIFETIME BENEFIT OF L H MEEKER ET AL - ST TX MF 117758	PETROHAWK PROPERTIES LP	Feb 09 2011	878-807	TX, Reeves	28	56	5967	PSL	N/2 NE/4 & SE/4 NE/4	Surface to 100' below the stratigraphic equivalent of the base of the Wolfcamp Formation	119.780	Active
41		PETROHAWK	E-1 00 CO.	000 500	TX, Reeves	28	56	5067	PSL	N/2 NE/4 &	Surface to 100' below the stratigraphic equivalent of the base of the Wolfcamp		
orbison 28	ST TX MF 117758	PROPERTIES LP	Feb 09 2011	000-508	Reeves	20	56	5967	FOL	SE/4 NE/4	Formation	119.780	Active
rbison 28		PROPERTIES LP	Feb 09 2011	878-803	TX, Reeves	28	56	5858	PSL	SW/4 NE/4	All depths	40.000	Active
	ROBERT J HOOK ET		E-1-00 CO.	070.000	TX,	00	**	5016	nei	E/2 SE/4 &	various and		41000
rbison 28		PROPERTIES LP PETROHAWK	Feb 09 2011	878-806	Reeves TX.	28	56	5016	PSL	SW/4 SE/4 E/2 SE/4 &	All depths	120.000	Active
rbison 28		PROPERTIES LP	Feb 09 2011	878-805	Reeves	28	56	5016	PSL	SW/4 SE/4	All depths	120.000	Active
LEGOTI EU		PETROHAWK	100 00 2011	0.000	TX.					E/2 SE/4 &	rai soprito	120.000	PAGING
rbison 28		PROPERTIES LP	Apr 11 2011	886-504	Reeves	28	56	5016	PSL	SW/4 SE/4	All depths	120,000	Active

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Page ______ of _____ of ______



PROSPECT	LESSOR	LESSEE	LEASE & EFFECTIVE DATE	PAGE / DOCUMENT	STATE /	PEGTICI	DI DOIL			LEGAL	DESCRIPTIVE	GROSS	LEASE RECOR
PROSPECT	WILLIAM PERRY	LESSEE	DATE	DOCUMENT	COUNTY	SECTION	BLOCK	ABSTRACT	SURVEY	DESCRIPTION	DEPTH	ACRES	STATUS
	COLEMAN - ST TX	PETROHAWK			TX.					POLICE COL			
Orbison 28	MF 117757	PROPERTIES LP	A 20 2044	007 044						N/2 NE/4 &			
Orbison 26	WILLIAM PERRY	PROPERTIES LP	Aug 30 2011	907-214	Reeves	28	56	5967	PSL	SE/4 NE/4	All depths	119.780	Active
		DETERMINANT											
	COLEMAN - ST TX	PETROHAWK			TX,			L. Common			17.77 st. 10.00m		
Orbison 28	MF 117757	PROPERTIES LP	Aug 30 2011	907-214	Reeves	28	56	5704	PSL	W/2	All depths	319.140	Active
		10100									Surface to 100'		
Orbison 28	WINDI GRIMES SOLE TRUSTEE OF THE AWP 1983 TRUST - ST TX MF 117758	PETROHAWK PROPERTIES LP	Feb 09 2011	886-506	TX, Reeves	28	56	5967	PSL	N/2 NE/4 & SE/4 NE/4	below the stratigraphic equivalent of the base of the Wolfcamp Formation	119.780	Active
		PETROHAWK			TX,								
Santana 29	DONNA J SPIVEY	PROPERTIES LP	Aug 12 2011	899-82	Reeves	29	56	2292	PSL	All	All depths	640.000	Active
	JANIS DEE			7.7.					-	1	Julyina	040.000	HULLING
	BOURLAND	PETROHAWK			TX.								
Santana 29	HELMEY	PROPERTIES LP	Aug 12 2011	899-73	Reeves	29	56	2292	PSL	All	All depths	640.000	Activo
	JEFFERY ALLAN	PETROHAWK		-	TX.	-	-	4.4.174.	I OL	/SII	All deputs	640.000	Active
Santana 29	WILSON	PROPERTIES LP	Aug 12 2011	899.85	Reeves	29	56	2292	PSL	All	All doubbe	C40 000	i all
- Control of the	77100011	PETROHAWK	7.00 12 2011	000.00	TX.	20	50	2232	FOL	All	All depths	640.000	Active
Santana 29	LEWIS KEITH LYNN	PROPERTIES LP	Aug 12 2011	900 64	Reeves	29	FO	0000	001		AMORESIA		raction and the first
Samana 25	FEANIS VEITH FINA	PETROHAWK	Aug 12 2011	899-64		29	56	2292	PSL	All	All depths	640.000	Active
Contant 00	MARYLINERROLL				TX,				lane.		NAME OF TAXABLE PARTY.	ALMOST CONTRACTOR	and the same
Santana 29	MARY HUEBSCH	PROPERTIES LP	Aug 12 2011	899-76	Reeves	29	56	2292	PSL	All	All depths	640,000	Active
-	MICHAEL LYNN	PETROHAWK	Decree a three water	A Statement Cold	TX,	2000	1000		arms.	WALCO .	THE RESERVE TO SERVE		
Santana 29	BOURLAND	PROPERTIES LP	Aug 12 2011	899-67	Reeves	29	56	2292	PSL.	All	All depths	640.000	Active
	Noncoccus acres	PETROHAWK			TX.								
Santana 29	TIM WILSON	PROPERTIES LP	Aug 12 2011	899-70	Reeves	29	56	2292	PSL	All	All depths	640.000	Active
		PETROHAWK			TX,								
Santana 29	TOWANA SPIVEY	PROPERTIES LP	Aug 12 2011	899-61	Reeves	29	56	2292	PSL	All	All depths	640,000	Active
	WEETONA	PETROHAWK			TX.							0.10.000	710170
Santana 29	STANLEY	PROPERTIES LP	Aug 12 2011	899-79	Reeves	29	56	2292	PSL	All	All depths	640.000	Activo
						-	-	200.000	1.00	230	Surface to 100'	040.000	Motive
											below the base of		
Muddy Water	DONNA J SPIVEY -	PETROHAWK			TX.						the Wolfcamp		
30	ST TX MF 112682H	PROPERTIES LP	Feb 09 2011	880-593	Reeves	30	56	2291	PSL	NE/4	Formation	160,000	Wathin
		THE RESTRICT	100002011	000 000	1100703	00	50	LLUI	FOL	19074	Surface to 100'	160.000	Active
Muddy Water	DONNA J SPIVEY -	PETROHAWK			TX.						below the base of		
30	ST TX MF 112682H	PROPERTIES LP	Feb 09 2011	880 603	Reeves	30	56	2291	PSL	ADAUL DELL	the Wolfcamp		
00	JANIS DEE	THOTEN HED EF	1 60 00 2011	000-000	Keeves	30	50	2291	POL	NW/4 SE/4	Formation	40,000	Active
	BOURLAND										Surface to 100'		
											below the base of		
	HELMEY - ST TX MF	PETROHAWK	12111122122111	LOSTENSI	TX,		421	ones on	Service .	mbathata y	the Wolfcamp		
30	112682A	PROPERTIES LP	Feb 09 2011	880-579	Reeves	30	56	2291	PSL	SW/4	Formation	160,000	Active
	JANIS DEE										Surface to 100'		
	BOURLAND									NW/4 & E/2	below the base of		
	HELMEY - ST TX MF	PETROHAWK	_		TX,					SE/4 & SW/4	the Wolfcamp		
30	112682A	PROPERTIES LP	Feb 09 2011	880-579	Reeves	30	56	2291	PSL	SE/4	Formation	280.000	Active
	JANIS DEE										Surface to 100'	200.000	
	BOURLAND										below the base of		
Muddy Water	HELMEY - ST TX MF	PETROHAWK			TX.						the Wolfcamp		
30	112682A	PROPERTIES LP	Feb 09 2011	880-579		30	56	2291	PSL	NW/4 SE/4	Formation	40.000	Action
		A CONTRACT OF THE PARTY AND	1 00 00 2011	000-010	100100	00	-	2001	, or		Surface to 100'	40.000	Active
	JEFFERY ALLAN												
Muddy Water		PETROHAWK			TX.						below the base of		
30		PROPERTIES LP	Feb 09 2011	990 607		30	E.C.	0001	000		the Wolfcamp		2 000
nu .	11120020	LUCKEU IIEO LP	Lep 0a 50111	000-007	Reeves	30	56	2291	PSL	NE/4	Formation	160.000	Active

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			LEASE & EFFECTIVE	PAGE /	STATE /		15 11 Aug			LEGAL	DESCRIPTIVE	GROSS	RECOR
PROSPECT	LESSOR	LESSEE	DATE	DOCUMENT	COUNTY	SECTION	BLOCK	ABSTRACT	SURVEY	DESCRIPTION		ACRES	STATUS
Muddy Water	JEFFERY ALLAN WILSON - ST TX MF 112682D	PETROHAWK	Feb 09 2011	000 007	TX,						Surface to 100' below the base of the Wolfcamp		
10	112682D	PROPERTIES LP	Feb 09 2011	880-607	Reeves	30	56	2291	PSL	NW/4 SE/4	Formation	40.000	Active
Muddy Water	JEFFERY ALLAN WILSON - ST TX MF 112682D	PETROHAWK PROPERTIES LP	Feb 09 2011	990 007	TX, Reeves	30	56	2291	000	NW/4 & E/2 SE/4 & SW/4	Surface to 100' below the base of the Wolfcamp		
	1120020	PROPERTIES LP	Feb 09 2011	880-607	Reeves	30	56	2291	PSL	SE/4	Formation Surface to 100'	280.000	Active
Muddy Water	LEWIS KEITH LYNN - ST TX MF 112682C	PETROHAWK PROPERTIES LP	Feb 09 2011	880-558	TX, Reeves	30	56	2291	PSL	NW/4 & E/2 SE/4 & SW/4 SE/4	below the base of the Wolfcamp Formation	280.000	Activo
	OT THE TIESDES	THOI EITHEO EI	1 00 00 2011	000 000	1100403	00	50	ZEUT	FOL	004	Surface to 100'	280.000	Active
Muddy Water	LEWIS KEITH LYNN - ST TX MF 112682C	PETROHAWK PROPERTIES LP	Feb 09 2011	990 669	TX, Reeves	30	56	2291	001	AUAUA 0514	below the base of the Wolfcamp		
	31 1A MF 112002C	PROPERTIES LP	Feb 09 2011	880-558	Reeves	30	56	2291	PSL	NW/4 SE/4	Formation Surface to 100'	40.000	Active
		PETROHAWK			TX.					¥	below the base of the Wolfcamp		
0	ST TX MF 112682G	PROPERTIES LP	Feb 09 2011	880-551	Reeves	30	56	2291	PSL	NE/4	Formation	160.000	Active
Muddy Water	MARY HUEBSCH -	PETROHAWK			TX.						Surface to 100' below the base of the Wolfcamp		
30	ST TX MF 112682G	PROPERTIES LP	Feb 09 2011	880-551	Reeves	30	56	2291	PSL	NW/4 SE/4	Formation	40.000	Active
Muddy Water	MICHAEL LYNN BOURLAND - ST TX	PETROHAWK			TX.						Surface to 100' below the base of the Wolfcamp		
10	MF 112682B	PROPERTIES LP	Feb 09 2011	880-565	Reeves	30	56	2991	PSL	SW/4	Formation	160.000	Active
		PETROHAWK			TX,				Table 1	NW/4 & E/2 SE/4 & SW/4	Surface to 100' below the base of the Wolfcamp		
30	MF 112682B	PROPERTIES LP	Feb 09 2011	880-565	Reeves	30	56	2991	PSL	SE/4	Formation	280.000	Active
fuddy Water		PETROHAWK			TX						Surface to 100' below the base of the Wolfcamp		
0	MF 112682B	PROPERTIES LP	Feb 09 2011	880-565	Reeves	30	56	2991	PSL	NW/4 SE/4	Formation	40.000	Active
fuddy Water 0	TIM WILSON - ST TX MF 112682E	PETROHAWK PROPERTIES LP	Feb 09 2011	880-572	TX, Reeves	30	56	2291	PSL	NE/4	Surface to 100' below the base of the Wolfcamp Formation	160.000	Active
		PETROHAWK			TX,						Surface to 100' below the base of the Wolfcamp	700.000	710.112
0	MF 112682E	PROPERTIES LP	Feb 09 2011	880-572	Reeves	30	56	2291	PSL	NW/4 SE/4	Formation	40.000	Active
	TIM WILSON - ST TX MF 112682E	PETROHAWK PROPERTIES LP	Feb 09 2011	880-572	TX, Reeves	30	56	2291	PSL	NW/4 & E/2 SE/4 & SW/4 SE/4	Surface to 100' below the base of the Wolfcamp Formation	280.000	Active
luddy Water	TOWANA SPIVEY -	PETROHAWK			TX,						Surface to 100' below the base of the Wolfcamp	200000	
0	ST TX MF 112682I	PROPERTIES LP	Feb 09 2011	880-600	Reeves	30	56	2291	PSL	NE/4	Formation	160.000	Active
ateway fna	TOWANA SPIVEY -	PETROHAWK	Feb 09 2011	990 500	TX,	30	E.C.	2204	nei	NINIA CEIA	Surface to 100' below the base of the Wolfcamp	40.000	* matters
ottonwood	ST TX MF 112682I	PROPERTIES LP	Feb 09 2011	880-600	Reeves	30	56	2291	PSL	NW/4 SE/4	Formation	40.000	Active

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PROSPECT	LESSOR	LESSEE	EFFECTIVE	PAGE / DOCUMENT	STATE /	SECTION	вьоск	ABSTRACT	SURVEY	LEGAL		GROSS	RECORD STATUS
Muddy Water	WEETONA STANLEY - ST TX MF 112682F	PETROHAWK PROPERTIES LP	Feb 09 2011	880-586	TX. Reeves	30	56	2291	PSL	NE/4	Surface to 100' below the base of the Wolfcamp Formation	160,000	Active
Muddy Water	WEETONA STANLEY - ST TX MF 112682F	PETROHAWK PROPERTIES LP	Feb 09 2011	880-586	TX, Reeves	30	56	2291	PSL	NW/4 SE/4	Surface to 100' below the base of the Wolfcamp Formation		Active
A COLUMN TO A COLU	DELA MINERALS INC - ST TX MF112396	PETROHAWK PROPERTIES LP	Jan 21 2011	878-760	TX, Reeves	32	56	2642	PSL		Surface to 100' below the base of the Wolfcamp Formation	640.000	
										-	TOTAL	13,045.152	

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Page 4 of 30



EXHIBIT A WELLS

WELL NAME	WELL#	STATE	COUNTY	OPERATOR	API NUMBER	WELL TYPE	SECTION	BLOCK	ABSTRACT	SURVEY	ACCOUNTING
Gateway 21 SWD	1	TX	Reeves	Endurance Resources LLC	42-389-34925	Injection	21	53	2651	PSL/HOPPER G	710008
State Gateway 22	2H	TX	Reeves	Endurance Resources LLC	42-389-34930	Producer	22	53	3570 & 3568	PSL / G Hopper / W M Hopper	710001
State Johnny Cash 23	2H	TX	Reeves	Endurance Resources LLC	42-389-35064	Producer	23	53	4088	PSL / BRYAN WP	710005
State Gateway 38	5H	TX	Reeves	Endurance Resources LLC	42-389-35218	Waiting on Completion	38	53	2981 & 3569	PSL/Hopper WM	710011
Orbison 28	6H	TX	Reeves	Endurance Resources LLC	42-389-34995	Producer	28	56	5967	PSL/Meeker JR	710004
Santana 29	2H	TX	Reeves	Endurance Resources LLC	42-389-35266	Producer	29	56	2292	PSL/LYNN C A	710013
State Muddy Water 30	2H	TX	Reeves	Endurance Resources LLC	42-389-34985	Producer	30	56	2291	PSL/LYNN C A	710003
State BB King 32	2H	TX	Reeves	Endurance Resources LLC	42-389-34984	Producer	32	56	2642	PSL/HENRY AE	710002

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Page 5 of 50



EXHIBIT A-1 Easements

DOCUMENT NAME	CONTRACT DATE	GRANTOR	GRANTEE	COUNTY/STATE	LEGAL DESCRIPTION	BLOCK/BECTION	SURVEY	WELLS
Road Access Easement	Dec 01 2015	Pleasant Street Limited et al	Endurance Resources	Reeves County, Texas	SW/4 of Section 12	53-12	PSL	
			Holdings II LLC	100	W/2 of Section 13	53-13	1000	
Endurance Salt Water Disposal	Nov 01 2015	Estate of J Loyd Parker III, Allison Renee	Endurance Resources LLC	Reeves County, Texas	NE/4	53-21	PSL	Gateway 21 SWD
Agreement for Gateway 21		Parker, Michelle Elise Parker Jordan,	& Endurance Resources	All the second second second	W. W. C.	ENGEL!	1150	TOTAL DE STATE DE STA
SWD		Pamela Parker Clifton, Christopher	Holdings II LLC					
		Matthew Clifton, Cale Andrew Clifton,	The state of the s		1			
		Kelli Clifton Gossmann, McCarney Farm						
		& Ranch LP, Robin Lee Young, Young						
		Cottonwood Oil & Gas LP						
Road Use & Maintenance	Apr 04 2016	Three Rivers Operating Company III LLC	Endurance Resources	Reeves & Culberson	Section 21, Block 53, PSL Survey.	53-21	PSL	
Agreement	1,411,53,611,55		Holdings II LLC	County, Texas	Culberson County, Texas and ends at	53-12	1 32	
				1	Texas Farm to Market road 2119 in			
					Section 12, Block 53, PSL Survey, Reeves			
					County, Texas			
Right-of-Way and Easement	Sep 01 2015	Estate of J Loyd Parker III, Allison Renee	Endurance Resources	Reeves County, Texas	N/2 of Section 21	53-21	P5L	State Gateway 22 2H
Agreement-Road		Parker, Michelle Elise Parker Jordan,	Holdings II LLC	We decrease with the first of	N/2 of Section 22	53-22	1,000	State Gateway 21 SWD 1
OCCUPATION AND SERVICES		Pamela Parker Clifton, Christopher	TO STATE OF THE PARTY OF THE PA		W/2 of Section 28	53-28		
		Matthew Clifton, Cale Andrew Clifton,			W/2 of Section 33	53-33		
		Kelli Clifton Grossmann, McCarney Farm			NW/4NW/4 of Section 40	53-40		
		& Ranch LP, Robin Lee Young, Young				100		
		Cottonwood Oil and Gas LP	7					
Multi-Use Right-of-Way and	Mar 01 2016	Robert B Kornegay	Endurance Resources	Reeves County, Texas	NW/4	53-23	PSL	State Johnny Cash 23 2H
Easement Agreement		Control Control	Holdings II LLC	Designation of Section 1	***************************************		1	State James Cast 25 Att
Multi-Use Right-of-Way and	Jul 23 2015	Sandra K Metcalf	Endurance Resources	Reeves County, Texas	NW/4	53-23	PSL	State Johnny Cash 23 2H
Easement Agreement			Holdings II LLC					
ST TX GLO Miscellaneous	Jul 01 2015	State of Texas General Land Office	Endurance Resources LLC	Reeves County, Texas	E/2 of Section 26	53-26	PSL	State Johnny Cash 23 2H
Easement ME20150162					N/2 & E/2 of Section 23	53-23		
ST TX GLO Miscellaneous	Jul 01 2015	State of Texas General Land Office	Endurance Resources LLC	Reeves County, Texas	E/2 of Section 26	53-26	PSL	State Johnny Cash 23-2H
asement ME20150163					N/2 & E/2 of Section 23	53-23		
TTX GLO Miscellaneous	Jul 01 2015	State of Texas General Land Office	Endurance Resources LLC	Reeves County, Texas	E/2 of Section 26	53-26	PSL	State Johnny Cash 23 2H
asement ME20150164					N/2 & E/2 of Section 23	53-23		
ST TX GLO Miscellaneous	Jul 01 2015	State of Texas General Land Office	Endurance Resources LLC	Reeves County, Texas	E/2 of Section 26	53-26	PSL	State Johnny Cash 23 2H
Easement ME20150165					N/2 & E/2 of Section 23	53-23		
Surface Use Agreement		Pamela Parker Clifton, McCamey Farm &	Legend Natural Gas IV LP	Reeves & Culberson	Cottonwood Ranch	Cottonwood Ranch	P5L	State Gateway 22 2H
		Ranch LP, J Loyd Parker III, Allison Renee		County, Texas				State BB King 32 2H
		Parker, Robbin Lee Young, James Beasley						State Muddy Water 30 2H
		Young, Michelle E Jordan						State Johnny Cash 23 2H
								Orbison 28 6H
								State Gateway 21 SWD 1
light-of-Way Agreement	Sep 01 2015	Lowe Royalty Partners LP	Endurance Resources Holdings II LLC	Reeves County, Texas	S/2 & NE/4	53-35	PSL	
Surface Use Agreement	Sep 01 2015	Lowe Royalty Partners LP	Endurance Resources	Reeves County, Texas	S/2 & NE/4	53-35	PSL	
and the residence of			Holdings II LLC		7.757.667	10.00		
urface Use and Drill Site	Mar 4 2016	JWM Minerals, LLC	Endurance Resources	Reeves County, Texas	NE/4	56-28	PSL	Orbison 28 6H
greement			Holdings II LLC					

Page 1 of 3

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document on file at

Reeves County Texas,

Dianne O. Florez, County Clerk

Page 26 of 30

EXHIBIT A-1 Easements

DOCUMENT NAME	CONTRACT DATE	GRANTOR	GRANTEE	COUNTY/STATE	LEGAL DESCRIPTION	BLOCK/ SECTION	SURVEY	WELLS
Surface Use and Drill Site Agreement	Mar 9 2016	James Lawrence Meeker, Trustee of Callaghan 320 Trust	Endurance Resources Holdings II LLC	Reeves County, Texas	NE/4	56-28	PSL	Orbison 28 6H
Multi-Use Right-of-Way and Easement Agreement	Jul 28 2015	Donna J Spivey	Endurance Resources Holdings II LLC	Reeves County, Texas	All Sec 29, 30, 24 & 25	56-29 56-30 53-24 53-25	PSL	Santana 29 SH State Muddy Water 30 2H
Multi-Use Right-of-Way and Easement Agreement	Jul 28 2015	Janis Dee Helmey	Endurance Resources Holdings II LLC	Reeves County, Texas	All Sec 29, 30, 24 & 25	\$6-29 \$6-30 \$3-24 \$3-25	PSL	Santana 29 SH State Muddy Water 30 2H
Multi-Use Right-of-Way and Easement Agreement	Jul 28 2015	Jeffery A Wilson	Endurance Resources Holdings II LLC	Reeves County, Texas	All Sec 29, 30, 24 & 25	56-29 56-30 53-24 53-25	PSL	Santana 29 SH State Muddy Water 30 2H
Multi-Use Right-of-Way and asement Agreement	Jul 28 2015	Lewis K Lynn	Endurance Resources Holdings II LLC	Reeves County, Texas	All Sec 29, 30, 24 & 25	56-29 56-30 53-24 53-25	PSL	Santana 29 SH State Muddy Water 30 2H
Multi-Use Right-of-Way and assement Agreement	Jul 28 2015	Mary Huebsch	Endurance Resources Holdings II LLC	Reeves County, Texas	All Sec 29, 30, 24 & 25	56-29 56-30 53-24 53-25	PSL	Santana 29 5H State Muddy Water 30 2H
Aulti-Use Right-of-Way and assement Agreement	Jul 28 2015	Michael L Bourland	Endurance Resources Holdings II LLC	Reeves County, Texas	All Sec 29, 30, 24 & 25	56-29 56-30 53-24 53-25	PSL	Santana 29 5H State Muddy Water 30 2H
Aulti-Use Right-of-Way and assement Agreement	Jul 28 2015	Tim L Wilson	Endurance Resources Holdings II LLC	Reeves County, Texas	All Sec 29, 30, 24 & 25	56-29 56-30 53-24 53-25	PSL	Sentana 29 5H State Muddy Water 30 2H
Aulti-Use Right-of-Way and asement Agreement	Jul 28 2015	Towana Spivey	Endurance Resources Holdings II LLC	Reeves County, Texas	All Sec 29, 30, 24 & 25	56-29 56-30 53-24 53-25	PSL	Santana 29 SH State Muddy Water 30 2H
fulti-Use Right-of-Wey and asement Agreement	Jul 28 2015	Weetona Stanley	Endurance Resources Holdings II LLC	Reeves County, Texas	All Sec 29, 30, 24 & 25	56-29 56-30 53-24 53-25	PSL	Santana 29 SH State Muddy Water 30 2H
fulti-Use Right-of-Way and asement Agreement	Jul 28 2015	Jeffery A Wilson	Endurance Resources Holdings II LLC	Reeves County, Texas	All Sec 29, 30, 24 & 25	56-29 56-30 53-24 53-25	PSL	Santana 29 SH State Muddy Water 30 2H

Page 2 of 3

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Dianne O. Florez, County Clerk
Page _____ of _____

EXHIBIT A-1 Easements

DOCUMENT NAME	CONTRACT DATE	GRANTOR	GRANTEE	COUNTY/STATE	LEGAL DESCRIPTION	BLOCK / SECTION	SURVEY	WELLS
Cottonwood Ranch Drilling Operations & Management of Water Wells & Gravel Pits	10	Estate of J Loyd Parker III, Allison Renee Parker, Michelle Elise Parker Jordan, Pamela Parker Cliston, Christopher Matthew Clifton, Cale Andrew Clifton, Kelli Clifton Gossmann, McCarney Farm & Ranch LP, Robin Lee Young, Young Cottonwood Oil & Gas LP	Endurance Resources Holdings II LLC	Reeves & Culberson County, Texas	\$/2	53-41	PSL	

Page 3 of 3

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Reeves County Texas,
Dianne O. Florez, County Clerk
Page Of Of Office o

Exhibit A-2

None.

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Dianne O. Florez, County Clerk
Page 29 of 30



Exhibit B

Excluded Properties

1) Caliche & Water Sales Agreement, dated July 24, 2015, by and among Estate of J Loyd Parker III, Allison Renee Parker, Michelle Elise Parker Jordan, Pamela Parker Clifton, Christopher Matthew Clifton, Cale Andrew Clifton, Kelli Clifton Gossmann, McCamey Farm & Ranch LP, Robin Lee Young, Young Cottonwood Oil & Gas LP, Endurance Resources LLC, and Endurance Resources Holdings II LLC.

Inst No. 16-17258
DIANNE O. FLOREZ
COUNTY CLERK
2016 Dec 21 at 08:54 AM
REEVES COUNTY TEXAS

520021 000006 18741008.5

True & Correct Copy of a document on file at Reeves County Texas,
Dianne O. Florez, County Clerk
Page _______ of _______

(F)

File No. MF 111869

File No. H 105 47

Nump (2) A 7199 715

Date Filed: 3-5-18

George P. Bush, Commissioner

B.,

THE STATE OF TEXAS

COUNTY OF REEVES

I, Dianne O. Florez, Clerk of the County Court in and for said County and State do hereby certify the time foregoing is a true and correct copy of the County and State do hereby certify the time foregoing is a true and correct copy of the county and state of the county of



TEXAS GENERAL LAND OFFICE GEORGE P. BUSH, COMMISSIONER

March 5, 2018

Mary Quintana, Sr. Division Order Analyst Atlantic Resources Company 300 No. Marienfeld, Ste 1000 Midland, Texas 79701

RE: Assignment ID 10548 – MF111869 (see attached Exhibit "A")

Culberson & Reeves Counties

Dear Ms. Quintana:

The General Land Office received the following instrument and has filed it in the appropriate file.

Assignment, Bill of Sale and Conveyance, effective November 1, 2016, from Crump Energy Partners III, LLC, Assignor to Atlantic Resources II Interests LLC, Assignee. Filed of record under Doc# 00000002872 & 16-17147.

Filing fees in the amount of \$2,650.00 were received on the referenced assignment.

Please feel free to contact me at (512) 463-5407 or email carl.bonn@glo.texas.gov if you have further questions.

Best regards,

Carl Bonn, CPL

Mineral Leasing - Energy Resources

Exhibit "A"

Assign ID # 10548

Culberson & Reeves County

MF111869 A to G - Reeves

MF112396 - Reeves

MF112451 - Reeves

MF112452 - Reeves

MF112682 A to E (F to H released) - Reeves

MF113664 - Reeves

MF114473 A to N - Reeves

MF117612 - Reeves

MF117754 - Reeves

MF117757 - Reeves

MF117758 - Reeves

MF117877 - Culberson & Reeves

MF117878 - Culberson & Reeves

MF117884 - Reeves

MF118107 - Culberson & Reeves

Doc# 00000002872

ID/0548 NF 111869 cral

This document prepared by, and when recorded return to:

Atlantic Resources II Interests LLC 300 N. Marienfeld, Suite # 600 Midland, Texas 79701

Attention:

William Abney

Telephone:

432-682-3272

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

ASSIGNMENT, BILL OF SALE AND CONVEYANCE

This Assignment, Bill of Sale and Conveyance (this "Conveyance") from Nadel and Gussman Permian, L.L.C., an Oklahoma limited liability company with an address at 15 East Fifth Street. Suite 3300, Tulsa, Oklahoma 74103 (herein called "Grantor") to Atlantic Resources II Interests LLC, a Delaware limited liability company with an address at 300 N. Marienfeld Street, Suite # 600, Midland, Texas 79701 (herein called "Grantee") is executed on the dates set forth in the respective notary certifications below, but effective for all purposes as of 12:01 a.m. local time in Dallas, Texas on November 1, 2016 (the "Effective Date").

RECITALS

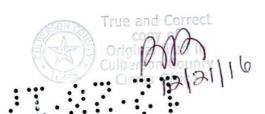
WHEREAS, Grantor owns interests in and to certain oil and gas leases, units, lands, and other assets as more specifically set forth herein; and

WHEREAS, pursuant to that certain Purchase and Sale Agreement by and among Grantor and Grantee dated as of December 9, 2016 (the "Purchase Agreement"), Grantor has agreed to convey to Grantee certain undivided interests in and to the Properties (as hereinafter defined).

CONVEYANCE

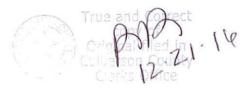
NOW THEREFORE, Grantor, for Ten Dollars (\$10.00) and other good and valuable consideration (the receipt and sufficiency of which are hereby acknowledged), does hereby GRANT, BARGAIN, SELL, CONVEY, ASSIGN, TRANSFER, SET OVER, and DELIVER unto Grantee, the following described properties, rights and interests:

- (a) All rights, titles and interests of Grantor in and to the oil, gas and/or mineral leases which are described on **Exhibit A** hereto and any ratifications or amendments to such leases (the "**Leases**"):
- (b) Without limitation of the foregoing, all other right, title and interest (of whatever kind or character, whether legal or equitable, and whether vested or contingent) of



Grantor in and to the Hydrocarbons in and under or that may be produced from the lands and depths described on **Exhibit A** hereto or described in any of the Leases (the "Lands") (including, without limitation, interests in oil, gas and/or mineral leases, overriding royalties, production payments, net profits interests, fee mineral interests, fee royalty interests and other interests insofar as they cover such lands), even though Grantor's interest therein may be incorrectly described in, or omitted from, such **Exhibit A**:

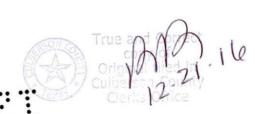
- (c) All rights, titles and interests of Grantor in and to, or otherwise derived from, all presently existing and valid oil, gas and/or mineral unitization, pooling, and/or communitization agreements, declarations and/or orders (including, without limitation, all units formed under orders, rules, regulations, or other official acts of any federal, state or other Governmental Authority having jurisdiction, and voluntary unitization agreements, designations and/or declarations) to the extent that they relate to any of the properties described in subsections (a) and (b) above;
- (d) All rights, titles and interests of Grantor in and to the oil, condensate, natural gas, injection, salt water disposal or water wells, whether producing, non-producing, shut-in or temporarily abandoned, located on the Oil and Gas Properties, including, without limitation, those listed on **Exhibit A** hereto (the "Wells");
- (e) All rights, titles and interests of Grantor in and to all presently existing and valid Applicable Contracts, including production sales contracts, operating agreements, and other agreements and Contracts, in each case, to the extent that they relate to any of the other Properties:
- (f) All rights, titles and interests of Grantor in and to all materials, supplies, machinery, equipment, facilities, improvements and other personal property and fixtures (including, but not by way of limitation, all pumping units, flowlines, tanks, buildings, injection facilities, saltwater disposal facilities, compression facilities, gathering systems, and other equipment) located on and/or appurtenant to the Oil and Gas Properties and used in connection with the exploration, development, operation or maintenance thereof (collectively, the "Equipment");
- (g) All rights, titles and interests of Grantor in and to all easements, servitudes, rights of way and surface leases or, to the extent assignable, other rights to the surface as well as any franchises, licenses, authorizations, permits, approvals, consents, certificates and other rights granted by third Persons and similar rights and interests, in each case, appurtenant to or used in connection with the other Properties, including those described on **Exhibit A-1** hereto;
- (h) All rights, titles and interests of Grantor in and to the fee surface ownership of the properties described on **Exhibit A-2** hereto;
- (i) All rights, titles and interests of Grantor in and to (A) trade credits, accounts receivable, notes receivable, take-or-pay amounts receivable, and other receivables and general intangibles, attributable to the Properties with respect to periods of time from and after the Effective Date; and (B) liens and security interests in favor of Grantor or its Affiliates, whether



choate or inchoate, under any Law or Contract to the extent arising from, or relating to, the ownership, operation, or sale or other disposition on or after the Effective Date of any of the Properties or to the extent arising in favor of Grantor as the operator or non-operator of any Oil and Gas Property;

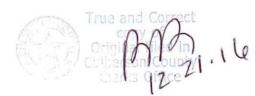
- (j) All rights, titles and interests of Grantor in and to oil, condensate, natural gas, natural gas liquids, and other minerals ("Hydrocarbons") produced from the Oil and Gas Properties after the Effective Date; and, to the extent related or attributable to the Oil and Gas Properties, all production, plant, and transportation imbalances as of the Effective Date; and all make-up rights with respect to take-or-pay payments;
- (k) all rights of Grantor to audit the records of any Person and to receive refunds or payments of any nature, and all amounts of money relating thereto, to the extent such rights arise on or after the Effective Date or relate to Assumed Liabilities or other matters for which Grantee is responsible under the Purchase Agreement;
- (l) all seismic, geological or geophysical information constituting proprietary data, studies, core samples, maps, related technical data and any other seismic, geological or geophysical information covering or related to the Oil and Gas Properties which the Grantor is not prohibited by agreement from transferring to Grantee other than any such information licensed from non-Affiliate Persons that cannot be transferred without additional consideration to such non-Affiliate Persons and for which Grantee has not agreed (in its sole discretion) to pay such additional consideration ("G&G Data"); and
- (m) except to the extent the transfer or disclosure thereof would be restricted by binding obligations of confidentiality (which, at the request of Grantee, Grantor will endeavor in good faith to have lifted, provided that Grantor shall not be required to expend any funds that Grantee does not agree in writing to pay in connection therewith at the time such funds are due and payable), all of the data (other than any seismic data that is not G&G Data) that is owned or licensed by Grantor (or any of its Affiliates)), files, records, maps and information, whether held in hard copy or electronic format, in Grantor's possession or to which Grantor has rights pursuant to any Applicable Contract, in each case, that are primarily related to any of the other Properties, including all land, title and contract files and operations, accounting, environmental, production and Tax records relating to Asset Taxes with respect to such properties and assets; but excluding, however, any such data, files, records, maps and information solely to the extent containing any data or information included in or relating to the Excluded Properties or to the extent related to Grantor's business generally.

The properties, rights and interests specified in the foregoing subsections (a), (b), (c), and (d), except for the Excluded Properties as defined below, are herein sometimes collectively called the "Oil and Gas Properties," and individually an "Oil and Gas Property," and the properties, rights and interests specified in the foregoing subsections (a), (b), (c), (d), (e), (f), (g), (h), (i), (j), (k), (l) and (m) except for the Excluded Properties, are herein sometimes collectively called the "Properties" and individually a "Property."



EXCEPTING AND RESERVING to Grantor, however, the Excluded Properties (as defined below).

- (a) All rights and causes of action in favor of Grantor arising, occurring or existing in connection with the Properties or the operation of or production from the Oil and Gas Properties (including, but not limited to, any and all contract rights, claims, receivables, revenues, recoupment rights, recovery rights, accounting adjustments, mispayments, erroneous payments or other claims of any nature in favor of Grantor, provided that rights to insurance proceeds are handled under item (d) below), in each case, to the extent such claims or causes of action (i) arise prior to the Effective Date and are not related to Assumed Liabilities or other matters which Grantee is responsible for under the Purchase Agreement, or (ii) are related to Retained Liabilities or other obligations retained by Grantor under the Purchase Agreement;
 - (b) Any accounts payable accruing before the Effective Date:
- (c) All limited liability company, financial, Income Tax and legal records (other than the Leases, Applicable Contracts and title records) of Grantor:
- (d) Subject to Section 13.1 of the Purchase Agreement, all rights and interests of Grantor (i) under any policy or agreement of insurance or indemnity other than to the extent relating to Assumed Liabilities or other matters for which Grantee is responsible under the Purchase Agreement, (ii) under any bond, or (iii) to any insurance or condemnation proceeds or awards arising, in each case, from acts, omissions or events or damage to or destruction of property;
- (e) All Hydrocarbon production from or attributable to the Properties with respect to all periods prior to the Effective Date, including as described in Section 11.1(h)(i) of the Purchase Agreement and all proceeds attributable thereto:
- (f) Properties excluded from the purchase and sale contemplated by the Purchase Agreement under Section 6.2 or Section 7.8(c) of the Purchase Agreement;
- (g) Copies (but not the originals) of all files, as described in **Section 10.1** of the Purchase Agreement;
- (h) All deposits, cash, checks, funds and accounts receivable or received attributable to Grantor's interests in the Properties with respect to any period of time prior to the Effective Date except to the extent relating to the Assumed Liabilities or other matters for which Grantee is responsible under the Purchase Agreement, including, without limitation, Section 11.6 of the Purchase Agreement;
- (i) All computer or communications software (including tapes, data and program documentation and all tangible manifestations and technical information relating thereto) owned, licensed or used by Grantor;



- (j) Any logo, service mark, copyright, trade name or trademark of or associated with Grantor or any Affiliate of Grantor or any business of Grantor or of any Affiliate of Grantor;
- (k) Any documents withheld or not transferred pursuant to Section 10.1 of the Purchase Agreement;
- (l) Any files, records, information, or data to the extent that Grantor is legally prevented from disclosing or transferring such property to Grantee as a result of confidentiality arrangements or contractual requirements with non-Affiliate Persons, provided that Grantor shall use commercially reasonable efforts to get waivers of such restrictions from such Persons (such commercially reasonable efforts shall not include the payment of fees unless Grantee has agreed in writing to pay such fees by such time as they become due):
- (m) Any and all claims of Grantor or any of its Affiliates for refunds of, rights to receive funds from any Governmental Authority relating to, credits attributable to, or the right to report loss carryforwards of Grantor or any of its Affiliates relating to, or similar Tax assets relating to (i) Asset Taxes attributable to any period (or portion thereof) prior to the Effective Date (as determined in accordance with Section 15.1 of the Purchase Agreement), (ii) Income Taxes imposed on Grantor or any of its Affiliates, (iii) any Taxes attributable to the Excluded Properties or (iv) any other Taxes relating to the ownership or operation of the Properties or the production of Hydrocarbons or the receipt of proceeds therefrom that are attributable to any period (or portion thereof) ending prior to the Effective Date;
 - (n) Any seismic data that is not G&G Data: and
- (o) All right, title and interest of Grantor in and to the assets described on **Exhibit B** attached hereto.

These excluded properties, rights and interests specified in the immediately preceding subsections (a) through (o), inclusive, are collectively referred to as the "Excluded Properties." Grantee shall not be responsible for, and Grantor expressly retains, all liabilities related to the Excluded Properties, whether such liabilities arise before or after the Effective Date. It is understood that certain of the Excluded Properties may not be embraced by the term Properties. The fact that certain properties, rights and interests have been expressly excluded is not intended to suggest that had they not been excluded they would have constituted Properties and shall not be used to interpret the meaning of any word or phrase used in describing the Properties.

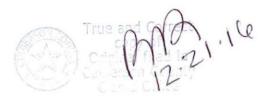
TO HAVE AND TO HOLD the Properties unto Grantee, its successors and assigns, forever, subject, however, to the terms and conditions of this Conveyance and the Purchase Agreement.

GRANTOR, FOR A PERIOD OF TWO (2) YEARS AFTER THE EXECUTION OF THIS CONVEYANCE BY GRANTOR, WARRANTS DEFENSIBLE TITLE (AS SUCH TERM IS DEFINED IN THE PURCHASE AGREEMENT) TO THE PROPERTIES, SUBJECT TO THE TERMS AND CONDITIONS OF THE PURCHASE AGREEMENT, UNTO GRANTEE, ITS SUCCESSORS AND ASSIGNS, AGAINST ALL PERSONS CLAIMING



OR TO CLAIM THE SAME OR ANY PART THEREOF BY, THROUGH, OR UNDER GRANTOR, BUT NOT OTHERWISE. Grantor hereby assigns to Grantee all rights, claims, and causes of action on title warranties given or made by Grantor's predecessors in interest, and Grantee is specifically subrogated to all rights which Grantor has, or may have, against its predecessors in interest, to the extent that Grantor may legally transfer such rights and grant such subrogation.

THE SPECIAL WARRANTY OF TITLE SET FORTH ABOVE AND THE EXPRESS REPRESENTATIONS AND WARRANTIES OF GRANTOR CONTAINED IN SECTION 4.1 IN THE PURCHASE AGREEMENT (COLLECTIVELY, THE "GRANTOR'S WARRANTIES") ARE EXCLUSIVE AND ARE IN LIEU OF ALL OTHER REPRESENTATIONS AND WARRANTIES, EXPRESS, IMPLIED, STATUTORY OR OTHERWISE AND GRANTOR EXPRESSLY DISCLAIMS ANY AND ALL SUCH OTHER REPRESENTATIONS AND WARRANTIES. WITHOUT LIMITATION OF THE FOREGOING AND EXCEPT FOR GRANTOR'S WARRANTIES, THE PROPERTIES ARE CONVEYED PURSUANT HERETO WITHOUT (a) ANY WARRANTY OR REPRESENTATION. WHETHER EXPRESS. IMPLIED. STATUTORY OR OTHERWISE, RELATING TO (i) TITLE TO THE PROPERTIES, OR THE CONDITION, QUANTITY, OR QUALITY OF THE PROPERTIES, (ii) THE ACCURACY OR COMPLETENESS OF ANY DATA, REPORTS, RECORDS, PROJECTIONS, INFORMATION OR MATERIALS NOW, HERETOFORE OR HEREAFTER FURNISHED OR MADE AVAILABLE TO GRANTEE IN CONNECTION WITH THE PURCHASE AGREEMENT, (iii) PRICING ASSUMPTIONS, OR QUALITY OR OUANTITY OF HYDROCARBON RESERVES (IF ANY) ATTRIBUTABLE TO THE PROPERTIES OR THE ABILITY OR POTENTIAL OF THE PROPERTIES TO PRODUCE HYDROCARBONS, (iv) THE ENVIRONMENTAL CONDITION OF THE PROPERTIES, BOTH SURFACE AND SUBSURFACE, (v) THE STATUS OF THE PROPERTIES WITH RESPECT TO COMPLIANCE WITH APPLICABLE ENVIRONMENTAL LAWS OR ANY LAW OF THE TEXAS RAILROAD COMMISSION RELATING TO SPACING, DENSITY, SETBACKS, SPECIFICATIONS OR GRADES FOR EOUIPMENT OR MATERIALS, WELL INTEGRITY OR CONSTRUCTION, AND THE PROTECTION OF CORRELATIVE RIGHTS IN HYDROCARBONS, OR (vi) ANY OTHER MATTERS CONTAINED IN ANY MATERIALS FURNISHED OR MADE AVAILABLE TO GRANTEE BY GRANTOR OR BY GRANTOR'S AGENTS OR REPRESENTATIVES, OR (b) ANY OTHER EXPRESS, IMPLIED, STATUTORY OR OTHER WARRANTY OR REPRESENTATION WHATSOEVER. LIMITING GRANTOR'S WARRANTIES OR GRANTEE'S RIGHTS UNDER ARTICLE VII OR ARTICLE XII OF THE PURCHASE AGREEMENT OR UNDER THIS CONVEYANCE OR ANY OTHER CONVEYANCE EXECUTED PURSUANT TO THE PURCHASE AGREEMENT, GRANTEE SHALL BE DEEMED TO HAVE INSPECTED THE PROPERTIES FOR ALL PURPOSES AND SATISFIED ITSELF AS TO THEIR PHYSICAL AND ENVIRONMENTAL CONDITION, BOTH SURFACE AND SUBSURFACE, INCLUDING BUT NOT LIMITED TO CONDITIONS SPECIFICALLY RELATED TO THE PRESENCE OR RELEASE OF HAZARDOUS MATERIAL.



INCLUDING HAZARDOUS SUBSTANCES, SOLID WASTES, ASBESTOS AND OTHER MAN MADE FIBERS, OR NATURALLY OCCURRING RADIOACTIVE MATERIALS. EXCEPT FOR THE GRANTOR'S WARRANTIES, GRANTOR FURTHER DISCLAIMS ANY REPRESENTATION OR WARRANTY, EXPRESS, STATUTORY OR IMPLIED. OF RIGHTS OF A PURCHASER UNDER APPROPRIATE STATUTES TO CLAIM DIMINUTION OF CONSIDERATION OR RETURN OF THE PURCHASE PRICE, IT BEING EXPRESSLY UNDERSTOOD AND AGREED BY THE PARTIES HERETO THAT WITHOUT LIMITING GRANTOR'S WARRANTIES OR GRANTEE'S RIGHTS UNDER ARTICLE VII OR ARTICLE XII OF THE PURCHASE AGREEMENT OR UNDER THIS CONVEYANCE OR ANY OTHER CONVEYANCE EXECUTED PURSUANT TO THE PURCHASE AGREEMENT, GRANTEE SHALL BE DEEMED TO BE OBTAINING THE PROPERTIES, INCLUDING, WITHOUT LIMITATION, THE EQUIPMENT COMPRISING PART OF THE PROPERTIES, IN THEIR PRESENT STATUS, AND CONDITION, "AS IS" AND "WHERE IS" WITH ALL FAULTS OR DEFECTS (KNOWN OR UNKNOWN, LATENT. DISCOVERABLE UNDISCOVERABLE), AND THAT GRANTEE HAS MADE OR CAUSED TO BE MADE SUCH INSPECTIONS AS GRANTEE DEEMS APPROPRIATE TO ENTER INTO THIS CONVEYANCE AND, HAS MADE SUCH INSPECTIONS AS GRANTEE DEEMS APPROPRIATE TO CONSUMMATE THE TRANSACTION CONTEMPLATED HEREBY. GRANTOR AND GRANTEE AGREE THAT, TO THE EXTENT REQUIRED BY APPLICABLE LAW TO BE EFFECTIVE, THE DISCLAIMERS OF CERTAIN REPRESENTATIONS AND WARRANTIES CONTAINED IN THIS PARAGRAPH ARE "CONSPICUOUS" DISCLAIMERS FOR THE PURPOSE OF ANY APPLICABLE LAW.

This Conveyance is made subject to the terms and conditions of the Purchase Agreement, which terms are hereby incorporated into this Conveyance by reference for all purposes; however, third parties may conclusively rely upon this Conveyance to vest title to the Properties in Grantee. The Purchase Agreement contains certain representations, warranties and agreements between the parties, some of which may survive the delivery of this Conveyance, as provided for therein. Capitalized terms used herein but not defined shall have the meanings assigned to such terms in the Purchase Agreement. In the event of a conflict between the terms of this Conveyance and the Purchase Agreement the terms of the Purchase Agreement shall control for all purposes.

Grantor agrees to execute and deliver to Grantee, from time to time, such other and additional instruments, notices, division orders, transfer orders and other documents, and to do all such other and further acts and things as may be necessary to more fully and effectively grant, convey and assign to Grantee the Properties.

This Conveyance shall bind and inure to the benefit of the parties hereto and their respective successors and assigns.

This Conveyance, and all claims arising in connection with or related hereto, or the negotiation, execution or performance hereof (whether in contract or tort), shall, without regard to principles of conflicts of Law, be construed and enforced in accordance with and governed by the Laws of



the state of Texas applicable to contracts made and to be performed entirely within such state and the Laws of the United States of America. EACH PARTY HERETO WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY ACTION, SUIT OR PROCEEDING ARISING OUT OF OR RELATING TO THIS CONVEYANCE.

This Conveyance is being executed in several counterparts all of which are identical except that, to facilitate recordation, certain counterparts hereof may contain only that portion of Exhibit A which contains specific descriptions of properties located in the recording jurisdiction in which the particular counterpart is to be recorded, with other portions of Exhibit A being included in such counterparts by reference only. All of such counterparts together shall constitute one and the same instrument.

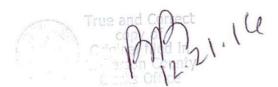
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IN WITNESS WHEREOF this Conveyance has been executed by Grantor and Grantee on the date of its acknowledgment below but shall be effective as to runs of oil and deliveries of gas, and for all other purposes, as of the Effective Date.

GRANTOR:
Nadel and Gussman Permian, L.L.C.
By: Nadel and Gussman Management, LLC, its
Manager By:
Name: Stephen J. Heyman
Title: Manager
GRANTEE:
Atlantic Resources II Interests LLC
By:
Name: R. A. Jennings

Title: Chief Executive Officer



STATE OF OKLAHOMA	§	
	§	
COUNTY OF TULSA	§	
Stephen J. Heyman, Manager of Nac	owledged before me this 15th day of del and Gussman Management, LLC, oma limited liability company, on behal	Manager of Nadel and
	Notary Public My Commission Expires:	Dr. 21-2020
(Notary Seal)	Paula L. Skidmore Notary Public in and for STATE OF OKLAHOMA Commission: #00012158 Expires: July 21, 2020	
STATE OF TEXAS	§	
	§	
COUNTY OF	§	
	owledged before me this day of cer of Atlantic Resources II Interests L imited liability company.	
	Notary Public	
(Notary Seal)		

Acknowledgement Page to Assignment, Bill of Sale and Conveyance





IN WITNESS WHEREOF this Conveyance has been executed by Grantor and Grantee on the date of its acknowledgment below but shall be effective as to runs of oil and deliveries of gas. and for all other purposes, as of the Effective Date.

GRANTOR:

Nadel and Gussman Permian, L.L.C.

By: Nadel and Gussman Management, LLC, its Manager

By:

Name: Stephen J. Heyman

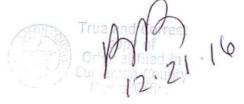
Title: Manager

GRANTEE:

Atlantic Resources II Interests LLC

Name: R. A. Jenning

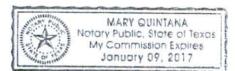
Title: Chief Executive Officer





STATE OF OKLAHOMA	§
	§
COUNTY OF	§
Stephen J. Heyman, Manager of N	owledged before me this day of December. 2016. b del and Gussman Management. LLC, Manager of Nadel an ma limited liability company, on behalf of the limited liabilit
	Notary Public My Commission Expires:
(Notary Seal)	
STATE OF TEXAS	§
X	\$
COUNTY OF Midland	§

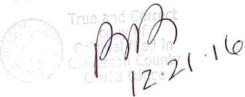
The foregoing instrument was acknowledged before me this \(\frac{1}{2} \) day of December. 2016. by R. A. Jennings, as Chief Executive Officer of Atlantic Resources II Interests LLC, a Delaware limited liability company, on behalf of the limited liability company.



Notary Public

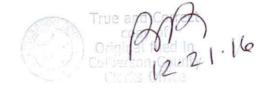
(Notary Seal)

Acknowledgement Page to Assignment, Bill of Sale and Conveyance

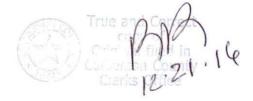


PROSPECT	LESSOR	LESSEE	LEASE & EFFECTIVE DATE	PAGE / DOCUMENT	STATE /	SECTION	BLOCK	ABSTRACT	SURVEY	LEGAL DESCRIPTION	DESCRIPTIVE	GROSS	LEASE RECORD STATUS
	ALLISON RENEE							T.DGTTGTGT	Johnson	DESCRIPTION	DEFIN	MURES	SIAIUS
	PARKER - ST TX MF	LEGEND NATURAL			TX.				PSL/				
Gateway 22	111869E	GAS IV LP	Sep 01 2010	882-615	Reeves	22	53	3570	HOPPER G	Att	All depths	640 000	Action
	J LOYD PARKER III -	LEGEND NATURAL			TX.			1	PSL/	PAIL	Irai depina	540.000	MUIVE
Gateway 22	ST TX MF 111869B	GAS IV LP	Sep 01 2010	882-605	Reeves	22	53	3570	HOPPER G	All	All depths	640 000	Leton
	JAMES BEASLEY					-		100000000		1000	- acpting	040,000	PAGINE
	YOUNG III - ST TX	LEGEND NATURAL			TX.				PSL/				
Gateway 22	MF 111869C	GAS IV LP	Sep 01 2010	882-645	Reeves	22	53	3570	HOPPER G	All	All depths	540 000	Active
	MCCAMEY FARM												
	AND RANCH LP - ST	LEGEND NATURAL			TX.				PSL/				
Gateway 22	TX MF 111869G	GAS IV LP	Sep 01 2010	882-595	Reeves	22	53	3570	HOPPER G	All	All depths	640.000	Artice
	MICHELLE E											0.40.000	/ AGITY C
	JORDAN - ST TX MF	LEGEND NATURAL			TX,				PSL/				
Gateway 22	111869F	GAS IV LP	Sep 01 2010	882-635	Reeves	22	53	3570	HOPPER G	All	All depths	640 000	& etura.
	PAMELA PARKER										- ar departs	040.000	ACTIVE
	CLIFTON - ST TX MF	LEGEND NATURAL			TX.				PSL/				
Gateway 22	111869A	GAS IV LP	Sep 01 2010	882-625	Reeves	22	53	3570	HOPPER G	ΔW	All depths	640 000	Continue
	ROBBIN LEE				-	-		0010	710/12/10	PSI	(All depilis	540.000	Active
	YOUNG - ST TX MF	LEGEND NATURAL			TX			1	PSL/				
Gateway 22	111869D	GAS IV LP	Sep 01 2010	882-655	Reeves	22	53	3570	HOPPER G	6.0	All depths	540.000	1000
	SANDRA			-	110000		00	0070	HOFFERG	751	All deptils	540.000	ACTIVE
	KORNEGAY								1				
Johnny Cash	METCALF ET AL-	PETROHAWK			TX.								
23	ST TX MF 113664	PROPERTIES LP	Aug 26 2011	907-203	Reeves	23	53	4088	PSL	NW/4	All depths	455.056	A contract
		ANGELLE &	1100 20 20 1	001 200	110000	4.0	00	14000	FOL	144414	All depths	160.250	Active
Johnny Cash		DONOHUE OIL &			TX.								
23	ST TX M 112451	GAS PROPERTIES	Apr 05 2011	R7G.458	Reeves	23	53	3972	PSL	S/2 & NE/4	KIN SECURIO		The state of the s
		PETROHAWK	7401.000 2.01.1	010400	TX	E0	00	3312	PSL	5/2 & NE/4	All depths	480 750	Active
Aliman 24	DONNA J SPIVEY	PROPERTIES LP	Aug 12 2011	800.82	Reeves	24	53	2294	PSL	All	Att attack	1202000	
	JANIS DEE	1101 211120 2	Prog 12 2011	000002	Venico	24	20	2239	PSL	All	All depths	640 000	Active
		PETROHAWK			TX.							1	
Allman 24	HELMEY	PROPERTIES LP	Aug 12 2011	900 72	Reeves	24	53	2294	PSL		a annual constant		
Control of the Contro	The state of the s	PETROHAWK	Aug 12 2011	033-73	TX	24	33	2634	POL	All	All depths	640.000	Active.
Allman 24	WILSON	PROPERTIES LP	Aug 12 2011	899.85	Reeves	24	53	2294	me)	3.00	WHEN COMES		2.5
the state of the s	TTILLOUIT.	PETROHAWK	Mug 12 2011	099-00	TX.	24	55	2294	PSL	All	All depths	640 000	Active
Aliman 24	LEWIS KEITH LYNN		Aug 12 2011	900 54	Reeves	24	53	2224	no.				
SHITTERIN E-7		PETROHAWK	Aug 12 2011	033-04	TX	24	00	2294	PSL	All	All depths	640.000	Active
Allman 24	MARY HUEBSCH	PROPERTIES LP	Aug 12 2011	800.76	Reeves	24	En	2204	no.	A.11	Secretary Control	1202000	10000
minimum En	100 0 0 0 0 0 0 0 0 0 0	PETROHAWK	Aug 12 2011	035-70	TX	65	53	2294	PSL	All	All depths	640.000	Active
Aliman 24		PROPERTIES LP	Aug 12 2011	800.57	0.000	0.4	c n	2004		2000	22.0		
Million 24		PETROHAWK	Mug 12 2011	099-07	Reeves	24	53	2294	PSL	All	All depths	640,000	Active
Allman 24	TIM WILSON	PROPERTIES LP	Aug 10 0044	900 70	Reeves	24	70	2224	la a	7.0		1	
Militari 24	TIM WILLSON	PETROHAWK	Aug 12 2011	999-10		24	53	2294	PSL	All	All depths	640 000	Active
Allman 24	TOWANA COURS	PROPERTIES LP	4 40 0044	000.04	TX:	w.v.			and the same of th	our i	Augustus Colores	0.0000000	
Allman 24		PETROHAWK	Aug 12 2011	899-61	Reeves	24	53	2294	PSL	All	All depths	640 000	Active
Aliman 24	STANLEY		1 - 10 000	000.70	TX.				202				
minian 24	STANLET	PROPERTIES LP	Aug 12 2011	899-79	Reeves	24	53	2294	PSL	All	All depths	640 000	Active

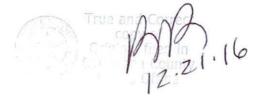




PROSPECT	LESSOR	LESSEE	LEASE & EFFECTIVE DATE	PAGE / DOCUMENT	STATE / COUNTY	SECTION	BLOCK	ABSTRACT	SURVEY	LEGAL DESCRIPTION	DESCRIPTIVE DEPTH	GROSS ACRES	LEASE RECORD STATUS
Allman 24	BRENDA TAYLOR	OBRIEN OIL AND	Nov 12 2014	1129-719	TX Reeves	25	53	3476	PSL	SE/4 LESS AND EXCEPT 4 acres in the extreme NW corner of this tract AND save and except Lots 37: 38: 39: 43: 48: 87: 88: 99 106: 148: 150: 151: 165: 167: 168: 169: 170: 171: All located in block 1 of the Southwestern Development Company of Toyah, Texas Subdivision in the SE/4	All depths	155 032	2. Active
Aliman 24	DONNA J SPIVEY	PETROHAWK PROPERTIES LP	Aug 12 2011	899-82	TX. Reeves	25	53	2293	PSL	NW/4 NW/4. S/2 NW/4 N/2 N/2 SW/4 & N/2 S/2 N/2 SW/4	All depths	180 000) Active
Allman 24	DONNA J SPIVEY	PETROHAWK PROPERTIES LP	Aug 12 2011		TX, Reeves	25	53	2293	PSL	NE/4 & NE/4 NW/4 S/2 SW/4 & S/2 S/2 N/2 SW/4		300 000	
Allman 24	JANIS DEE BOURLAND HELMEY	PETROHAWK PROPERTIES LP	Aug 12 2011	899-73	TX. Reeves	25	53	2293	PSL	NW/4 NW/4 5/2 NW/4 N/2 N/2 SW/4 & N/2 S/2 N/2 SW/4	All depths	180 000) Active
Aliman 24	JANIS DEE BOURLAND HELMEY	PETROHAWK PROPERTIES LP	Aug 12 2011	899-73	TX. Reeves	25	53	2293	PSL	NE/4 & NE/4 NW/4 S/2 SW/4 & S/2 S/2 N/2 SW/4	All depths	300.000) Active
Aliman 24	JEFFERY ALLAN WILSON	PETROHAWK PROPERTIES LP	Aug 12 2011	899-85	TX. Reeves	25	53	2293	PSL	NW/4 NW/4 S/2 NW/4 N/2 N/2 SW/4 & N/2 S/2 N/2 SW/4	All depths	180 0000) Active
Aliman 24	JEFFERY ALLAN WILSON	PETROHAWK PROPERTIES LP	Aug 12 2011	899-85	TX. Reeves	25	53	2293	PSL	NE/4 & NE/4 NW/4, S/2 SW/4 & S/2 S/2 N/2 SW/4	Ali depths	300 000	Active

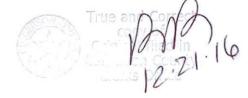


PROSPECT	LESSOR	LESSEE	LEASE & EFFECTIVE DATE	PAGE / DOCUMENT	STATE / COUNTY	SECTION	BLOCK	ABSTRACT	SURVEY	LEGAL DESCRIPTION	DESCRIPTIVE DEPTH	GROSS ACRES	LEASE RECORD STATUS
Aliman 24	KIMBERLY KAY SLOAN	OBRIEN OIL AND GAS INC	Oct 03 2014	1116-177 Amended 1129-717	TX Reeves	25	.53	3476	PSL	SE/4 LESS AND EXCEPT 4 acres in the extreme NW corner of this tract AND save and except Lots 37: 38: 39: 43. 48: 78: 88: 99: 106: 148: 150. 151: 155: 167. 168: 169: 170. 171: All located in block 1 of the Southwestern Development Company of Toyah, Texas Subdivision in the SE/4.	All depths	155.032	2 Active
Allman 24	LEWIS KEITH LYNN	PETROHAWK PROPERTIES LP	Aug 12 2011	899-64	TX. Reeves	25	153	2293	PSL	NW/4 NW/4, S/2 NW/4, N/2 N/2 SW/4 & N/2 S/2 N/2 SW/4	All depths	180 000	2 Active
Allman 24	LEWIS KEITH LYNN	PETROHAWK PROPERTIES LP	Aug 12 2011	899-64	TX. Reeves	25	53	2293	PSL	NE/4 & NE/4 NW/4 S/2 SW/4 & S/2 S/2 N/2 SW/4		300 000	
Allman 24	MARY HUEBSCH	PETROHAWK PROPERTIES LP	Aug 12 2011	899-76	TX. Reeves	25	53	2293	PSL	NW/4 NW/4 S/2 NW/4 N/2 N/2 SW/4 & N/2 S/2 N/2 SW/4	All depths	180.000	Active
Allman 24	MARY HUEBSCH	PETROHAWK PROPERTIES LP	Aug 12 2011	899-76	TX. Reeves	25	53	2293	PSL	NE/4 & NE/4 NW/4 S/2 SW/4 & S/2 S/2 N/2 SW/4	All depths	300 000) Active
Allman 24	MICHAEL LYNN BOURLAND	PETROHAWK PROPERTIES LP	Aug 12 2011	899-67	TX. Reeves	25	53	2293	PSL	NW/4 NW/4 S/2 NW/4 N/2 N/2 SW/4 & N/2 S/2 N/2 SW/4	All depths	180 000	Active
Allman 24	MICHAEL LYNN BOURLAND	PETROHAWK PROPERTIES LP	Aug 12 2011	899-67	TX. Reeves	25	53	2293	PSL	NE/4 & NE/4 NW/4, S/2 SW/4 & S/2 S/2 N/2 SW/4	All depths	300 000	

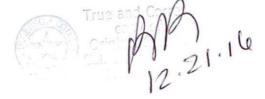




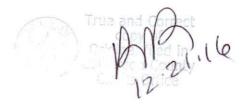
PROSPECT	LESSON		LEASE & EFFECTIVE	BOOK / PAGE /	STATE /					LEGAL	DESCRIPTIVE	GROSS	RECORD
PROSPECT	CHARLES LAWHON, JANET LAWHON, JOHN LAWHON	LESSEE	DATE	DOCUMENT	COUNTY	SECTION	BLOCK	ABSTRACT	SURVEY	DESCRIPTION SEI/A of Section 25 Block 53. A 3476. PSL Survey, Reeves County, Texas contaming 160 acres more or less LESS AND EXCEPT 4 acres more or less in the extreme NW/corner and FURTHER LESS AND EXCEPT all of Lots 106.87. 88. 43.44. 150. 151. 170. 171. 155. 148. 167. 168. 37. 38. 39. and the East 22. 579 feet of lot 99 all in Block 1 of the Southwestern Development Company of Toyah, Texas		ACRES	STATUS
Aliman 24	TRACEY SCHEIDLER	Resources Holdings	Sep 30 2016	1330-061	TX. Reeves	25	53	3476	PSL	Subdivision of the SE/4 of Section 25.	All depths	155 03	2 Active
Aliman 24	TIM WILSON	PETROHAWK PROPERTIES LP	Aug 12 2011	899-70	TX Reeves	.25	53	2293	PSL	NW/4 NW/4, S/2 NW/4 N/2 N/2 SW/4 & N/2 S/2 N/2 SW/4 NE/4 & NE/4			0 Active
Aliman 24	TIM WILSON	PETROHAWK PROPERTIES LP	Aug 12 2011	899-70	TX. Reeves	25	53	2293	PSL	NW/4 S/2 SW/4 & S/2 S/2 N/2 SW/4	All depths	300 00	0 Active
Allman 24	TOWANA SPIVEY	PETROHAWK PROPERTIES LP	Aug 12 2011	899-61	TX. Reeves	25	53	2293	PSL	NW/4 NW/4 S/2 NW/4 N/2 N/2 SW/4 & N/2 S/2 N/2 SW/4 NE/4 & NE/4	All depths		0 Active
Allman 24	TOWANA SPIVEY	PETROHAWK PROPERTIES LP	Aug 12 2011	899-61	TX Reeves	25	53	2293	PSL	NW/4 S/2 SW/4 & S/2 S/2 N/2 SW/4	All depths	300 00	0 Active
Aliman 24	WEETONA STANLEY	PETROHAWK PROPERTIES LP	Aug 12 2011	899-79	TX Reeves	25	53	2293	PSL	NW/4 NW/4 S/2 NW/4 N/2 N/2 SW/4 & N/2 S/2 N/2 SW/4	All depths	180 000	D Active



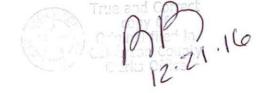
Allman 24	WEETONA	LESSEE		PAGE /	STATE!			L AVINT	130	LEGAL	DESCRIPTIVE	GROSS	RECORD
Allman 24			DATE	DOCUMENT	COUNTY	SECTION	BLOCK	ABSTRACT	SURVEY	DESCRIPTION	DEPTH	ACRES	STATUS
	STANLEY	PETROHAWK PROPERTIES LP	Aug 12 2011	899.79	TX. Reeves	25	53	2293	PSL	NE/4 & NE/4 NW/4, S/2 SW/4 & S/2 S/2 N/2 SW/4			
			7109 12 2011	000 10	1100103	2.0	100	187 acs - A	IFOL	(V/2 SVV/4	All depths	300.000	Active
Johnny Cash 23	ST TX M 112452	ANGELLE & DONOHUE OIL & GAS PROPERTIES	Apr 05 2011	879-452	TX. Reeves	26	53	3973 374 acs - A 4129 80 acs - A 4182	PSL	All	All depths	641 000	
	ALLISON RENEE				-	-	0.0	102	PSL	1741	Air depins	641 000	Active
Gateway 22	PARKER - ST TX MF 111869E	LEGEND NATURAL GAS IV LP	Sep 01 2010	882-615	TX. Reeves	27	53	3568	HOPPER WM	N/2 & SW/4	All depths	480 700	Active
	and the second second	Planara Charles Company Control							PSL/				
0	J LOYD PARKER III -	LEGEND NATURAL			TX.				HOPPER				
Gateway 22	ST TX MF 111869B JAMES BEASLEY	GAS IV LP	Sep 01 2010	882-605	Reeves	27	53	3568	WM	N/2 & SW/4	All depths	480 700	Active
Gateway 22	YOUNG III - ST TX MF 111869C	LEGEND NATURAL	Sep 01 2010	882-645	TX. Reeves	27	53	3568	PSL / HOPPER WM	N/2 & SW/4	All depths	400 700	120000000
_	MCCAMEY FARM				111111111111111111111111111111111111111	4.7	100	0000	PSL /	THE B CANIA	Air depins	480 700	Active
Gateway 22	AND RANCH LP - ST TX MF 111869G	LEGEND NATURAL GAS IV LP	Sep 01 2010	882-595	TX. Reeves	27	53	3568	HOPPER	N/2 & SW/4	All depths	480 700	Active
	MICHELLE E	A STEEL SECTION OF THE SECTION OF							PSL/				
0-1	JORDAN - ST TX MF	LEGEND NATURAL			TX.				HOPPER			_	
Gateway 22	111869F	GAS IV LP	Sep 01 2010	882-635	Reeves	27	53	3568	WM	N/2 & SW/4	All depths	480 700	Active
Gateway 22	PAMELA PARKER CLIFTON - ST TX MF 111869A	LEGEND NATURAL GAS IV LP	Sep 01 2010	882 626	TX. Reeves	27	53	3568	PSL / HOPPER				
	ROBBIN LEE	GRO IV LF	360 01 2010	002-023	Neeves	67	53	2008	WM PSL/	N/2 & SW/4	All depths	480,700	Active
Gateway 22	YOUNG - ST TX MF	LEGEND NATURAL GAS IV LP	Sep 01 2010	882-655	TX. Reeves	27	53	3568	HOPPER	N/2 & SW/4	All depths	480 700	Active
		ENDURANCE						-		112 0 0114	rai departs	400 700	NOTIVE
GLO 53 Sec 28-33	LOWE ROYALTY PARTNERS LP	RESOURCES HOLDINGS II LLC	Jul 15 2015	1197-427	TX. Reeves	36	53	2652	PSL	N/2	All depths	320 000	Active
GLO 53 Sec		ENDURANCE RESOURCES	W. Washington		TX. Culberson								
28-33	ST TX MF 117877	HOLDINGS II LLC	Jan 05 2016	1260-0206	& Reeves	28	53	2652	PSL	W/2	All depths	320 500	Active
GLO 53 Sec 28-33	ST TX MF 117878	ENDURANCE RESOURCES HOLDINGS II LLC	Inc 05 2010	1200 0105	TX. Culberson	0.0	F.0						
	ALLISON RENEE	HOLDINGS II LEC	Jan 05 2016	1200-0195	& Reeves	33	53	2	PSL	All	All depths	641 000	Active
	PARKER - ST TX MF	LEGEND NATURAL GAS IV LP	Sep 01 2010	882-615	TX. Reeves	34	53	3567	PSL	All	All gepths	641 000	Artive
	J LOYD PARKER III -	LEGEND NATURAL			TX.			-				01.000	T TOLLY C
	ST TX MF 111869B JAMES BEASLEY	GAS IV LP	Sep 01 2010	882-605	Reeves	34	53	3567	PSL	All	All depths	641 000	Active
Gateway 34	YOUNG III - ST TX MF 111869C	LEGEND NATURAL GAS IV LP	Sep 01 2010	882-645	TX. Reeves	34	53	3567	PSL	All	All depths	641 000	Active
	MCCAMEY FARM AND RANCH LP - ST	LEGEND NATURAL			TV								
	TX MF 111869G	GAS IV LP	Sep 01 2010	882-595	TX. Reeves	34	53	3567	PSL	All	All depths	641 000	Active
	MICHELLE E JORDAN - ST TX MF 111869F	LEGEND NATURAL GAS IV LP	Sep 01 2010		TX. Reeves	34	53	3567	PSL	All	All depths	641 000	



PROSPECT	LESSOR	LESSEE	LEASE & EFFECTIVE DATE	PAGE / DOCUMENT	STATE!		E Alice			LEGAL	DESCRIPTIVE	GROSS	LEASE
MOSILOI	PAMELA PARKER	LEGGEE	DATE	DOCUMENT	COUNTY	SECTION	BLOCK	ABSTRACT	SURVEY	DESCRIPTION	DEPTH	ACRES	STATUS
	CLIFTON - ST TX MF	ECEND MATURAL			TV								
Gateway 34	111869A	GAS IV LP	C 04 0040	000.000	TX.	2.7	122		200000	lane a	Marin J. J.		
Culculay 54	ROBBIN LEE	GAS IV LF	Sep 01 2010	002-025	Reeves	34	53	3567	PSL	All	All depths	641 000	Active
	YOUNG - ST TX MF	FORM MATURE			-122								
	Committee of the commit	LEGEND NATURAL	1017 3405400540	Committee of the Commit	TX						_		
Gateway 34	111869D	GAS IV LP	Sep 01 2010	882-655	Reeves	34	53	3567	PSL	All	All depths	641 000	Active
Howlin Wolf	LOWE ROYALTY	ENDURANCE									-		
Blk 53 Sec	PARTNERS LP - ST	RESOURCES			TX:				PSL/LL				
35	TX MF 117612	HOLDINGS II LLC	Jul 15 2015	1202-0403	Reeves	35	53	3467	FORD	S/2 & NE/4	All depths	480 000	Active
		ENDURANCE									. ar a cparts	400 000	THEFT
Gateway fna	LOWE ROYALTY	RESOURCES			TX		1	1					
Cottonwood	PARTNERS LP	HOLDINGS II LLC	Jul 15 2015	1202-0403	Reeves	36	53	2610	PSL	N/2	All depths	220.000	
Howlin Wolf	LOWE ROYALTY	ENDURANCE	00.10.20.0	12.02.0400	1100.403	00	50	2010	FOL	102	All depths	320,000	Active
Blk 53 Sec	PARTNERS LP - ST	RESOURCES			TX.								
37	TX MF 117612	HOLDINGS II LLC	Jul 15 2015	1202 0402	Reeves	37	53	5968	nini.	14410		020000000	
	ALLISON RENEE	TIGEDINGS II EEC	301 13 2013	1202-0403	Leevez	97	0.0	2908	PSL	W/2	All depths	320 000	Active:
	PARKER - ST TX MF	CERTAIN ALASTON AL			max :								
C-1		LEGEND NATURAL	2000,200,200	and the same of th	TX.	Exer	Section	Norway Co.	lane.				
Gateway 38	111869E	GAS IV LP	Sep 01 2010	882-615	Reeves	38	53	2981	PSL	All	All depths	641 000	Active
	J LOYD PARKER III -	LEGEND NATURAL	N. D. 25	2-2-5-2-	TX.								
Gateway 38	ST TX MF 111869B	GAS IV LP	Sep 01 2010	882-605	Reeves	38	53	2981	PSL	All	All depths	641 000	Active
	JAMES BEASLEY												
	YOUNG III - ST TX	LEGEND NATURAL			TX								
Gateway 38	MF 111869C	GAS IV LP	Sep 01 2010	882-645	Reeves	38	53	2981	PSL	All	All depths	641 000	Programme:
-	MCCAMEY FARM					00	0.0	2001	FOL	(All	An depins	041 000	ACTIVE
	AND RANCH LP - ST	LEGEND NATURAL			TX								
Gateway 38	TX MF 111869G	GAS IV LP	Sep 01 2010	002 505	Reeves	38	53	2981	ne:	400	1200100000	1970 4590	
Objevaly 50	MICHELLE E	GAG IV LI	SEP 01 2010	002-090	reeves	36	53	2981	PSL	All	All depths	641 000	Active
		FORMONIATION			W. C.								
		LEGEND NATURAL	2 10 10 10	2000000	TX								
Gateway 38	111869F	GAS IV LP	Sep 01 2010	882-635	Reeves	38	53	2981	PSL	All	All depths	641 000	Active
	PAMELA PARKER												
	CLIFTON - ST TX MF	LEGEND NATURAL			TX.								
Gateway 38	111869A	GAS IV LP	Sep 01 2010	882-625	Reeves	38	53	2981	PSL	All	All depths	641 000	Active
	ROBBIN LEE												
	YOUNG - ST TX MF	LEGEND NATURAL			TX.								
Gateway 38	111869D	GAS IV LP	Sep 01 2010	882-655	Reeves	38	53	2981	PSL	Atl	All depths	641 000	Active
-		ENDURANCE								17.00	rui depina	041.000	PSUIVE
GLO 53 Sec		RESOURCES			TX.			1					
39-46	ST TX MF 117884	HOLDINGS II LLC	Jan 05 2016	1260 0164	Reeves	39	53		PSI	All	411 20 141	1410 444	Carrier Co.
0.0.140	CT TX WIF TTT GG4	I TOLDINGO II LLO	38/1 03 Z0 10	1200-0104	Reeves	28	23	_	PSI	All	All depths	641 000	Active
		ENDURANCE			TX								
		RESOURCES											
CI C C 40	CT TU ME 445407		7.1.45.554		Culberson		460	100000	2.50				
GLO Sect 40	ST TX MF 118107	HOLDINGS II LLC	Jul 19 2016		& Reeves	40	53	2654	PSL	All	All depths	641 000	Active
20 20 22 22	ALLISON RENEE	reservation up at											
GLO 53 Sec		LEGEND NATURAL			TX.								
39-46	111869E	GAS IV LP	Sep 01 2010	882-615	Reeves	46	53	2657	PSL	All	All depths	641 000	Active
GLO 53 Sec	J LOYD PARKER III -	LEGEND NATURAL			TX							1	
39-46	ST TX MF 111869B	GAS IV LP	Sep 01 2010	882-605	Reeves	46	53	2657	PSL	All	All depths	641 000	Active
	JAMES BEASLEY										- Gaptite	041000	Production.
GLO 53 Sec	YOUNG III - ST TX	LEGEND NATURAL			TX.			1					
39-46	MF 111869C	GAS IV LP	Sep 01 2010	882-645	0.000	46	53	2657	PSL	All	All depths	541,000	A metura
	MCCAMEY FARM	Marian I.T. Mil.	Step 0 2010	0.000			10.00	2001	1 414	[731]	All depths	541.000	Active
GLO 53 Sec		LEGEND NATURAL			TX.								
39-46	TX MF 111869G	GAS IV LP	Sep 01 2010	992 505		46	En	2005	000	4.00			(armaners)
70-40	MICHELLE E	UNU IV LF	Sep 01 2010	002-393	neeves	40	53	2657	PSL	All	All depths	641 000	Active
010626	No. of the last of	LEGEND NATURAL			W-17								
GLO 53 Sec 39-46	JORDAN - ST TX MF	LEGEND NATURAL	Value of the Control	4704030000	TX.		500		V9570	1000			
		GAS IV LP	Sep 01 2010		Reeves	46	53	2657	PSL	All	All depths	641 000	A Contract

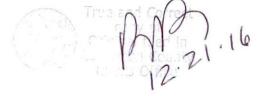


PROSPECT	LESSOR	LESSEE	EFFECTIVE DATE	PAGE / DOCUMENT	STATE /	SECTION	віоск	ABSTRACT	SURVEY	LEGAL DESCRIPTION	DESCRIPTIVE	GROSS	RECORD STATUS
	PAMELA PARKER						DEGGIN	T.DOTTOIO!	JONALI	DESCRIP HOR	DEFIN	ACRES	SIAIUS
GLO 53 Sec 39-46	CLIFTON - ST TX MF 111869A	GAS IV LP	Sep 01 2010	882-625	TX. Reeves	46	53	2657	PSL	All	All depths	641 000	Active
CONTRACTOR NO.	ROBBIN LEE	CONTRACTOR OF STATE O									THE GEOMET	041,000	TAGREE
GLO 53 Sec 39-45	YOUNG - ST TX MF	LEGEND NATURAL			TX.								
39-46	111869D ALLISON RENEE	GAS IV LP	Sep 01 2010	882-655	Reeves	46	53	2657	PSL	All	All depths	541.000	Active
	PARKER - ST TX MF	LEGEND NATURAL			TV								
Gateway 38	111869E	GAS IV LP	Sep 01 2010	000 515	TX. Reeves	47	53	3569	100	N/2 SW/4 &	Carried Control of the Control		
Cutchay 50	J LOYD PARKER III -	LEGEND NATURAL	3ep 01 2010	002-013	TX.	4/	22	3568	PSL	W/2 SE/4	All depths	561 000	Active
Gateway 38	ST TX MF 111869B	GAS IV LP	Sep 01 2010	1882-605	Reeves	47	53	3569	PSL	N/2 SW/4 &	W. W. W. W.		
	JAMES BEASLEY	0.10.10.20	000012010	002-000	reeves	147	00	2209	PSL	W/2 SE/4	All depths	561 000	Active
	YOUNG III - ST TX	LEGEND NATURAL			TX.					N/2 SW/4 &			
Gateway 38	MF 111869C	GAS IV LP	Sep 01 2010	882-645	Reeves	47	53	3569	PSL	W/2 SE/4	All depths	561 000	A A A A A A A A A A A A A A A A A A A
	MCCAMEY FARM				1100100	17.0	00	0303	FUL	WIZ SEM	Mildeptins	561.000	ACTIVE
	AND RANCH LP - ST	LEGEND NATURAL			TX					N/2 SW/4 8			
Gateway 38	TX MF 111869G	GAS IV LP	Sep 01 2010	882-595	Reeves	47	53	3569	PSL	W/2 SE/4	All depths	561 000	Active
	MICHELLE E	11/10/2017/2017/2017/2017/2017								THE DEP	THE BUSINESS	301 000	MULIYE
	JORDAN - ST TX MF	LEGEND NATURAL			TX.					N/2 SW/4 &			
Gateway 38	111869F	GAS IV LP	Sep 01 2010	882-635	Reeves	47	53	3569	PSL	W/2 SE/4	All depths	561 000	Active
	PAMELA PARKER	VIDEO COMO NON CONTRA											
	CLIFTON - ST TX MF		200000000000000000000000000000000000000	nterpotenties	TX.	t sac t				N/2 SW/4 &		1	
Gateway 38	111869A	GAS IV LP	Sep 01 2010	882-625	Reeves	47	53	3569	PSL	W/2 SE/4	All depths	561 000	Active
	ROBBIN LEE	TOTAL DATE OF THE PARTY OF THE								and the fact of th	400		
Catalon 20	YOUNG - ST TX MF	LEGEND NATURAL			TX,		Carrier .	Tananaran	awa.	N/2 SW/4 &	May 100 Link		
Gateway 38	111869D ALAN R ZEMAN - ST	GAS IV LP	Sep 01 2010	882-655	Reeves	47	53	3569	PSL	W/2 SE/4	All depths	561.000	Active
Gateway 48	TX MF114473D	PETROHAWK PROPERTIES LP	May 24 2012	DE 4 700	TX.	48							
Galeway 40	ALLISON RENEE	PROPERTIES LP	May 24 2012	951-763	Reeves	48	53	3628	PSL	W/2 SW/4	All depths	80.000	Active
	PARKER - ST TX MF	LEGEND NATURAL			TX								
Gateway 48	111869E	GAS IV LP	Sep 01 2010	985.615	Reeves	48	53	2980	PSL	N/2 SE/4 & E/2 SW/4	A Controller		
o die liej ie	BARBARA	0/10/17/2	GCP 01 2010	002-010	INGEVES	40	00	2500	FaL	344/4	All depths	561 000	Active
	ELIZABETH												
	JOHNSON DODSON	DETROHAME			70								
Gateway 48	- ST TX MF114473K	PROPERTIES LP	May 24 2012	055 404	TX. Reeves	48	53	3628	PSL			1	
Calenay 40	BILLIE NELL	PROPERTIES LF.	Wildy 24 2012	930-404	Meeves	40	22	3628	PSU	W/2 SW/4	All depths	80 000	Active
	EASTLAND - ST TX	PETROHAWK			TX								
Gateway 48	MF114473E	PROPERTIES LP	May 24 2012	951-755	Reeves	48	53	3628	PSL	W/2 SW/4	All depths	00.000	Active
-	CHRISTINA C			007.100	1100.400	10	20	0020	P.OL	VVIZ SVVIA	мишерина	80.000	ACTIVE
	STAPLETON ET AL -	PETROHAWK			TX.							1	
Gateway 48	ST TX MF114473C	PROPERTIES LP	May 24 2012	951-746	Reeves	48	53	3628	PSL	W/2 SW/4	All depths	80.000	Active
					-						The state of the s	00.000	T TOUTE
	GEORGE M CROSS -	PETROHAWK			TX.			1					
Gateway 48	ST TX MF114473L	PROPERTIES LP	May 24 2012	956-396	Reeves	48	53	3628	PSL	W/2 SW/4	All depths	80.000	Active
	J LOYD PARKER III -	LEGEND NATURAL	35 000		TX					N/2 SE/4 & E/2			
Gateway 48	ST TX MF 111869B	GAS IV LP	Sep 01 2010	882-605	Reeves	48	53	2980	PSL	SW/4	All depths	561.000	Active
	JAMES BEASLEY												
	YOUNG III - ST TX	LEGEND NATURAL	Nacional Control of Control	SOURCE CONTRACTOR	TX.		NISOU	L'ALCON .		N/2 SE/4 & E/2			
Gateway 48	MF 111869C	GAS IV LP	Sep 01 2010	882-645	Reeves	48	53	2980	PSL	SW/4	All depths	561.000	Active
	JAMES G	DETROUGH			TV								
Cateway	CRAWFORD - ST TX MF114473M	PETROHAWK PROPERTIES LP	May 24 2242	066.300	TX	40	cn.	2020	no.	14115 (514114	A SECURITION OF THE PERSON OF		waster.
Gateway 48	KARA L KEYZER ET	PROPERHES LP	May 24 2012	920-388	Reeves	48	53	3628	PSL	W/2 SW/4	All depths	80.000	Active
	AL - ST TX	PETROHAWK			TX								
Gateway 48	MF114473B	PROPERTIES LP	May 24 2012	051.736		48	53	3628	PSL	W/2 SW/4	A. W. of controls	20.000	
- meney 40	THE LANGE OF	THE PERMIT	1 Way 24 2012	20 1-100	1.20AE2	AU.	99	10020	FOL	VV12 DVV14	All depths	80 000	ACTIVE





PROSPECT	LESSOR	LESSEE	EFFECTIVE DATE	PAGE / DOCUMENT	STATE /	SECTION	BLOCK	ABSTRACT	SURVEY	LEGAL DESCRIPTION	DESCRIPTIVE	GROSS ACRES	RECORD STATUS
Gateway 48	LYNN SWIGART - ST TX MF114473A	PETROHAWK PROPERTIES LP	May 24 2012		TX. Reeves	48	53	3628	PSL	W/2 SW/4	All depths		Active
Gateway 48	MCCAMEY FARM AND RANCH LP - ST TX MF 111869G	LEGEND NATURAL GAS IV LP	Sep 01 2010	882-595	TX. Reeves	48	53	2980	PSL	N/2. SE/4 & E/2 SW/4	All depths	561 000	Active
Gateway 48	MICHELLE E JORDAN - ST TX MF 111869F	LEGEND NATURAL GAS IV LP	Sep 01 2010	882-635	TX. Reeves	48	53	2980	PSL	N/2 SE/4 & E/2 SW/4	All depths		Active
Gateway 48	PAMELA PARKER CLIFTON - ST TX MF 111869A	LEGEND NATURAL GAS IV LP	Sep 01 2010		TX Reeves	48	53	2980	PSL	N/2 SE/4 & E/2 SW/4			D Active
Gateway 48	RACHEL MORTON NIXON ET AL - ST TX MF114473J	PETROHAWK PROPERTIES LP	May 24 2012		TX. Reeves	48	53	3628	PSL				
	ROBBIN LEE YOUNG - ST TX MF 111869D	LEGEND NATURAL GAS IV LP			TX					W/2 SW/4 N/2 SE/4 & E/2			Active
Gateway 48	RONALD DAVID COODY ET AL - ST	PETROHAWK	Sep 01 2010		Reeves	48	53	2980	PSL	SW/4	All depths	561 000	Active
Gateway 48	ROSS A GILSON ET AL - ST TX	PETROHAWK	May 24 2012	955-207	Reeves	48	53	3628	PSL	W/2 SW/4	All depths	80 000	Active
Gateway 48	MF114473H WILLIAM KINARD CROUGH - ST TX	PROPERTIES LP	May 24 2012	955-190	Reeves	48	53	3628	PSL	W/2 SW/4	All depths	80 000	Active
Gateway 48	MF114473N WILLIAM MILTON	PROPERTIES LP	May 24 2012	955-199	Reeves	48	53	3628	PSL	W/2 SW/4	All depths	80 000	Active
Gateway 48	BEVILL ET AL - ST TX MF114473F WORTH W ROSS	PETROHAWK PROPERTIES LP	May 24 2012	955-225	TX. Reeves	48	53	3628	PSL	W/2 SW/4	All depths	80 000	Active
Gateway 48	ET AL - ST TX MF114473G	PETROHAWK PROPERTIES LP	May 24 2012	955-181	TX Reeves	48	53	3628	PSL	W/2 SW/4	All depths	80.000	Active
Orbison 28	BLAKE OIL AND GAS CORPORATION	PETROHAWK PROPERTIES LP	Oct 05 2011	910-163	TX Reeves	.28	56	5016	PSL	E/2 SE/4 & SW/4 SE/4	Surface to 100' below the deepest producing interval	120 000	Active
Orbison 28	CARTER JONOTHAN COLEMAN - ST TX MF 117757	PETROHAWK PROPERTIES LP	Aug 30 2011	907-211	TX. Reeves	28	56	5967	PSL	N/2 NE/4 & SE/4 NE/4	All depths	119 780	Active
Orbison 28	CARTER JONOTHAN COLEMAN - ST TX MF 117757	PETROHAWK PROPERTIES LP	Aug 30 2011	907-211	TX. Reeves	28	56	5704	PSL	W/2	All depths	319 140	Active
Orbison 28	BANK OF AMERICA N.A. TRUSTEE OF THE CHARLES R. MEEKER TRUST U/A DATED JULY 6. 1992. AMENDED AND RESTATED JUNE 5. 1998	PETROHAWK PROPERTIES LP	Apr 28 2011	882-197	TX Reeves	28	56	5967	PSL	N/2 NE/4 & SE/4 NE/4	Surface to the stratigraphic equivalent of the base of the Wolfcamp Formation	119 780) Active
Orbison 28		PETROHAWK PROPERTIES LP	Nov 01 2011	913-371	TX. Reeves	28	56	5016	PSL	E/2 SE/4 & SW/4 SE/4	All depths	120 000	Active



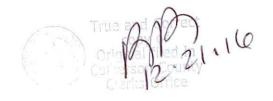


PROSPECT	LESSOR	LESSEE	LEASE & EFFECTIVE DATE	PAGE / DOCUMENT	STATE /	SECTION	BLOCK	ABSTRACT	SURVEY	LEGAL DESCRIPTION	DESCRIPTIVE	GROSS ACRES	LEASE RECORD STATUS
	E L GARRISON TRUST: JOYCE THOMAS											,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,	CINIGO
Orbison 28	TRUSTEE	PETROHAWK PROPERTIES LP	Feb 08 2011	878-804	TX. Reeves	28	56	5875	PSL	S/2 NW/4 SE/4	All depths	20 000	Active
	POLLARD - DECEASED - ST TX				TX					N/2 NE/4 &			
Orbison 28	MF 117757 FRANCES A POLLARD -	PROPERTIES LP	Aug 30 2011	907-220	Reeves	28	56	5967	PSL	SE/4 NE/4	All depths	119 780	Active
Orbison 28	DECEASED - ST TX MF 117757	PETROHAWK PROPERTIES LP	Aug 30 2011	907-220	TX. Reeves	28	56	5704	PSL	W/2	All depths	319 140	Active
Orbison 28	H L HAWKINS JR INC - ST TX MF 117757	PETROHAWK PROPERTIES LP	Mar 03 2011	880-621	TX. Reeves	28	56	5704	PSL	W/2	Surface to 100' below the base of the Wolfcamp Formation	319 140	Active
Orbison 28	HARRISON TRUST RODDY HARRISON TRUSTEE	ENDURANCE RESOURCES LLC	Aug 31 2015	11497.0156	TX. Reeves	28	56	5967	PSL		Surface to 100 below the stratigraphic equivalent of the base of the Wolfcamp		
Orbison 28	JILL HOLT BELL AKA JILL PERRY HOLT - ST TX MF 117757	PETROHAWK PROPERTIES LP	Aug 30 2011		TX.					N/2 NE/4 &			Active
Orbison 28	JILL HOLT BELL AKA JILL PERRY HOLT - ST TX MF 117757	PETROHAWK PROPERTIES LP	Aug 30 2011		TX. Reeves	28	56	5967	PSL	SE/4 NE/4	All depths	119 780	
Orbison 28	LIFETIME BENEFIT OF L H MEEKER ET AL - ST TX MF 117758	PETROHAWK PROPERTIES LP	Feb 09 2011		TX_ Reeves	28	56	5967	PSL	N/2 NE/4 & SE/4 NE/4	Surface to 100' below the stratigraphic equivalent of the base of the Wolfcamp Formation	319 140	
Orbison 28	MEEKER INVESTMENTS INC - ST TX MF 117758	PETROHAWK PROPERTIES LP	Feb.09 2011	886-508	TX. Reeves	28	56	5967	PSL	N/2 NE/4 8 SE/4 NE/4	Surface to 100' below the stratigraphic equivalent of the base of the Wolfcamp Formation	119 780	
Orbison 28	NEAL LEE BINGHAM - ST TX MF 117754	PROPERTIES LP	Feb 09 2011	878-803	TX. Reeves	28	56	5858	PSL	SW/4 NE/4	All depths	40 000	Active
Orbison 28	ROBERT J HOOK ET UX	PETROHAWK PROPERTIES LP	Feb 09 2011	878-806	TX. Reeves	28	56	5016	PSL	E/2 SE/4 & SW/4 SE/4	All depths	120 000	Active
Orbison 28	RONALD I WILSON ET UX	PETROHAWK PROPERTIES LP	Feb 09 2011	878-805	TX Reeves	28	56	5016	PSL	E/2 SE/4 & SW/4 SE/4	All depths	120 000	Active
Orbison 28	VIRGINIA R HUSTON	PETROHAWK PROPERTIES LP	Apr 11 2011	886-504	TX. Reeves	28	56	5016	PSL	E/2 SE/4 & SW/4 SE/4	All depths	120 000	Active



0000000			LEASE & EFFECTIVE	BOOK / PAGE /	STATE /					LEGAL	DESCRIPTIVE	GROSS	RECORE
PROSPECT	LESSOR	LESSEE	DATE	DOCUMENT	COUNTY	SECTION	BLOCK	ABSTRACT	SURVEY	DESCRIPTION	DEPTH	ACRES	STATUS
	WILLIAM PERRY	DETERMINATION OF THE PARTY OF T			electry.								
Orbison 28	COLEMAN - ST TX	PETROHAWK			TX.	J.				N/2 NE/4 &			
Orbison 28	1400	PROPERTIES LP	Aug 30 2011	907-214	Reeves	28	56	5967	PSL	SE/4 NE/4	All depths	119 780	Active
	WILLIAM PERRY	esercion de la calcalación											
0	COLEMAN - ST TX	PETROHAWK	17777222222	22227277	TX.	19/20		Annual Control		lu s			
Orbison 28	MF 117757	PROPERTIES LP	Aug 30 2011	907-214	Reeves	28	56	5704	PSL	W/2	All depths	319 140	Active
	WINDI GRIMES SOLE TRUSTEE OF THE AWP 1983 TRUST - ST TX MF	PETROHAWK			TX.					N/2 NE/4 &	Surface to 100° below the stratigraphic equivalent of the base of the Wolfcamp		
Orbison 28	117758	PROPERTIES LP	Feb 09 2011	886-506	Reeves	28	56	5967	PSL	SE/4 NE/4	Formation	119 780	Active
		PETROHAWK			TX.								
Santana 29	DONNA J SPIVEY	PROPERTIES LP	Aug 12 2011	899-82	Reeves	29	56	2292	PSL	All	All depths	640 000	Active
	JANIS DEE	and the second second											
	BOURLAND	PETROHAWK			TX.				1				
Santana 29	HELMEY	PROPERTIES LP	Aug 12 2011	899-73	Reeves	29	56	2292	PSL	All	All depths	640 000	Active
	JEFFERY ALLAN	PETROHAWK			TX.							1	
Santana 29	WILSON	PROPERTIES LP	Aug 12 2011	899-85	Reeves	29	56	2292	PSL	All	All depths	640 000	Active
		PETROHAWK			TX.								1100110
Santana 29	LEWIS KEITH LYNN	PROPERTIES LP	Aug 12 2011	899-64	Reeves	29	56	2292	PSL	All	All depths	640 000	Active
		PETROHAWK			TX.			-			r.m. deprise	0.40.000	PAGINE
Santana 29	MARY HUEBSCH	PROPERTIES LP	Aug 12 2011	899-76	Reeves	29	56	2292	PSL	All	All depths	640 000	Areton
	MICHAEL LYNN	PETROHAWK			TX			LEGE		ican	rai depires	040 000	MICHAE
Santana 29	BOURLAND	PROPERTIES LP	Aug 12 2011	899-67	Reeves	29	56	2292	PSL	All	All depths	640,000	Actors
		PETROHAWK	1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	00001	TX	-	00	4.4.4%	11.02	234	Mi depris	040,000	Inchie
Santana 29	TIM WILSON	PROPERTIES LP	Aug 12 2011	BGG.70	Reeves	29	56	2292	PSL	All	All depths	640 000	i i anom
Cumara 20	THE THEOLOGY	PETROHAWK	Muy 12 2011	055110	TX	2.3	50	CEGE.	PSL	MIL	All depths	640 000	ACTIVE
Santana 29	TOWANA SPIVEY	PROPERTIES LP	Aug 12 2011	PGC 61	Reeves	29	56	2292	PSL	All	All depths	640 000	W-240-32
Samana 25	WEETONA	PETROHAWK	MUU 12 2011	099-01	7X	52	56	2292	PSL	All	All depths	640.000	Active
Santana 29	STANLEY	PROPERTIES LP	Aug 12 2011	900.70	Reeves	29	56	2292	PSL	All	All depths	7 10 NOO	1100
Cantain 25	O I MIREL I	PROPERTIES LP	Muy 12 2011	035-75	Reeves	29	56	6292	PSL	MI	Surface to 100'	640 000	Active
Muddy Water 30	DONNA J SPIVEY - ST TX MF 112682H	PETROHAWK PROPERTIES LP	Feb 09 2011	880-593	TX. Reeves	30	56	2291	PSL	NE/4	below the base of the Wolfcamp Formation	160 000	Active
											Surface to 100		
Mary Marine	DONNA J SPIVEY -	PETROHAWK			TX				1		below the base of	1	1
30	ST TX MF 112682H	PROPERTIES LP	Feb 09 2011	990 502	Reeves	30	56	2291	PSL	NORTH PROPERTY.	the Wolfcamp	40.000	W 1000 1007
30	JANIS DEE	PROPERTIES LP	T 60 09 2011	600-393	Keeves.	30	36	2291	PSL	NW/4 SE/4	Formation	40.000	Active
Muddy Water 30	BOURLAND	PETROHAWK PROPERTIES LP	Feb 09 2011	880-579	TX. Reeves	30	56	2291	PSL	SW/4	Surface to 100' below the base of the Wolficamp Formation	160 000	Artive
	JANIS DEE		1					1	- Arte	12.10.7	Surface to 100	100.000	1140146
	BOURLAND									NW/4 & E/2	below the base of		
Muddy Water	HELMEY - ST TX MF	PETROHAWK			TX.					SE/4 & SW/4	the Wolfcamp	1	
30	112682A	PROPERTIES LP	Feb 09 2011	880-579	Reeves	30	56	2291	PSL	SE/4	Formation	280 000	Artive
	JANIS DEE	The second second	10000000			-		-		Wall T	Surface to 100	200 000	- WHIAE
	BOURLAND										below the base of		
Muddy Water	HELMEY - ST TX MF	PETROHAWK			TX.						the Wolfcamp		
30	112682A	PROPERTIES LP	Feb 09 2011	880-579	Reeves	30	56	2291	PSL	NW/4 SE/4	Formation	40 000	Active
											Surface to 100	40.000	
	JEFFERY ALLAN				1						below the base of		
Muddy Water		PETROHAWK			TX						the Wolfcamp		
30	112682D	PROPERTIES LP	Feb 09 2011	880-607	10.5075	30	56	2291	PSL	NE/4	Formation	160 000	Artive
						1.00		1007	1	1		100.000	1





PROSPECT	LESSOR	LESSEE	LEASE & EFFECTIVE DATE	BOOK / PAGE / DOCUMENT	STATE /	SECTION	вьоск	ABSTRACT	SURVEY	LEGAL DESCRIPTION	DESCRIPTIVE DEPTH	GROSS ACRES	RECORD
	JEFFERY ALLAN										Surface to 100		
Muddy Water	WILSON - ST TX MF	PETROHAWK			TX.						below the base of		
30	112682D	PROPERTIES LP	Feb 09 201	880-607	Reeves	30	56	2291	PSL	NW/4 SE/4	the Wolfcamp Formation	70.00	A SERVICE
		TO THE PARTY OF THE STREET	1 60 00 201	1000-007	LYCCACS	30	30	2231	FOL	11444/4 25/4	Surface to 100	40.000	Active
	JEFFERY ALLAN				1					NW/4 & E/2	below the base of		
Muddy Water	WILSON - ST TX MF	PETROHAWK			TX.					SE/4 & SW/4	the Wolfcamo		
30	112682D	PROPERTIES LP	Feb 09 2011	880-607	Reeves	30	56	2291	PSL	SE/4	Formation	200.000	
		The second second	10000000	1000 001	1300403	00	50	2231	FOL	GE/#	Surface to 100	280 000	JACTIVE
						1				NW/4 8 F/2	below the base of		
Muddy Water	LEWIS KEITH LYNN .	PETROHAWK			TX					SE/4 & SW/4	the Wolfcamp		
30	ST TX MF 112682C	PROPERTIES LP	Feb 09 2011	880.558	Reeves	30	56	2291	PSL	SE/4	Formation	280 000	O meture
win .			100.00 201	1000 200	1100000	00	20	8.2.01	1.00	OE/4	Surface to 100	260.000	ACTIVE
											below the base of		
Muddy Water	LEWIS KEITH LYNN	PETROHAWK			TX						the Wolfcamp		
30	ST TX MF 112682C	PROPERTIES LP	Feb 09 2011	880.556	Reeves	30	56	2291	PSL	NW/4 SE/4	Formation	40.000	750
	01 72 101 1120020	TOTAL STATE OF STATE	16000201	1000-330	INCOVES	30	30	2201	LOT	NAANA SEIA		40.000	Active
								1			Surface to 100		
Muddy Water	MARY HUEBSCH -	PETROHAWK			TX.		1				below the base of		
30	ST TX MF 112682G	PROPERTIES LP	Feb 09 2011	000 554	Reeves	30	56	2291	PSL	NE/4	the Wolfcamp	740.000	a properties
55	01 17 101 1120020	PROPERTIESE	F 60 05 201	1000-331	Reeves	100	26	12291	Par	INE/4	Formation	160 000	Active
					1						Surface to 100		
Muddy Water	MARY HUEBSCH -	PETROHAWK			TX						below the base of		
30	ST TX MF 112682G	PROPERTIES LP	F 00 004	000 554		0.0					the Wolfcamp	1	
30	51 1A MF 112002G	PROPERTIES LP	Feb 09 2011	880-551	Reeves	30	56	2291	PSL	NW/4 SE/4	Formation	40 000	Active
	ENGLISH LYBN			1							Surface to 100		
	MICHAEL LYNN	manuscript on the same			-187						below the base of		
	BOURLAND - ST TX	PETROHAWK	20.0000		TX.						the Wolfcamp		
30	MF 112682B	PROPERTIES LP	Feb 09 2011	880-565	Reeves	30	56	2991	PSL	SW/4	Formation	160 000	Active
	Vanatirianatir standard									No. 2 September 198	Surface to 100		
	MICHAEL LYNN	POSEDERAL POR STATE OF THE STAT								NW/4 & E/2	below the base of	1	
	BOURLAND - ST TX	PETROHAWK	2010 - 000 52-900	Section 1	TX.		out.			SE/4 & SW/4	the Wolfcamp		
30	MF 112682B	PROPERTIES LP	Feb 09 2011	880-565	Reeves	30	56	2991	PSL	SE/4	Formation	280 000	Active
											Surface to 100'		
	MICHAEL LYNN	CONTRACTOR OF THE PROPERTY OF						1			below the base of		
	BOURLAND - ST TX	PETROHAWK	Carolin Statement Co.	powerski stephania	TX						the Wolfcamp		
30	MF 112682B	PROPERTIES LP	Feb 09 2011	880-565	Reeves	30	56	2991	PSL	NW/4 SE/4	Formation	40 000	Active
											Surface to 100"		
									1		below the base of		
	TIM WILSON - ST TX		Automatical Section (Section 1997)	Service as a service	TX	2000		Lance Section 1		NAMES OF THE PARTY	the Wolfcamp		
30	MF 112682E	PROPERTIES LP	Feb 09 2011	880-572	Reeves	30	56	2291	PSL	NE/4	Formation	160 000	Active
											Surface to 100		
	Landing to the second										below the base of		
	TIM WILSON - ST TX				TX.		www.				the Wolfcamp		
30	MF 112682E	PROPERTIES LP	Feb 09 2011	880-572	Reeves	30	56	2291	PSL	NW/4 SE/4	Formation	40 000	Active
										Paris 11 000	Surface to 100		1
		COSTOCK STORY								NW/4 & E/2	below the base of		
Muddy Water	TIM WILSON - ST TX				TX.					SE/4 & SW/4	the Wolfcamp		
30	MF 112682E	PROPERTIES LP	Feb 09 2011	880-572	Reeves	30	56	2291	PSL	SE/4	Formation	280 000	Active
									1		Surface to 100"		
	Co-2000 CO	A CALLER MAN RESIDENCE IN CONTROL OF			SDV						below the base of		
Muddy Water	TOWANA SPIVEY -	PETROHAWK			TX.	1000	-				the Wolfcamp		
30	ST TX MF 1126821	PROPERTIES LP	Feb 09 2011	880-600	Reeves	30	56	2291	PSL	NE/4	Formation	160 000	Active
											Surface to 100		
									T.		below the base of		
Catalyan ton	TOWANA SPIVEY -	PETROHAWK			TX.						the Wolfcamp		
Gateway fna Cottonwood	ST TX MF 112682	PROPERTIES LP					56						





LESSOR	LESSEE	Company of the Compan	PAGE / DOCUMENT	STATE /	SECTION	вьоск	ABSTRACT	SURVEY	LEGAL DESCRIPTION		GROSS	RECORD STATUS
WEETONA STANLEY - ST TX MF 112682F	PETROHAWK PROPERTIES LP	Feb 09 2011	880-586	TX_ Reeves	30	56	2291	PSL	NE/4	Surface to 100' below the base of the Wolfcamp Formation	160 000	Active
WEETONA STANLEY - ST TX MF 112682F	PETROHAWK PROPERTIES LP	Feb 09 2011	880-586	TX. Reeves	30	56	2291	PSL	NW/4 SE/4	Surface to 100' below the base of the Wolfcamp Formation	40 000	Active
DELA MINERALS INC - ST TX MF112396	PETROHAWK PROPERTIES LP	Jan 21 2011	878-760	TX. Reeves	32	56	2642	PSL	All	Surface to 100' below the base of the Wolfcamp Formation	640 000	Active
SAVE	TANLEY - ST TX MF 112682F VEETONA STANLEY - ST TX MF 112682F DELA MINERALS NC - ST TX	ITANLEY - STTX PETROHAWK PROPERTIES LP VEETONA ITANLEY - STTX PETROHAWK PROPERTIES LP VEELA MINERALS VC - STTX PETROHAWK PROPERTIES LP	TANLEY - ST TX	TANLEY - ST TX	TANLEY - ST TX	TANLEY - ST TX	TANLEY - ST TX	TANLEY - ST TX	TANLEY - ST TX	TANLEY - ST TX	VEETONA TX	VEETONA TX

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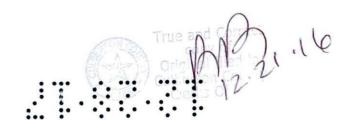
EXHIBIT A WELLS

WELL NAME	WELL#	STATE	COUNTY	OPERATOR	API NUMBER	WELL TYPE	SECTION	ВLОСК	ABSTRACT	SURVEY	ACCOUNTING
Gateway 21 SWD	1	TX	Reeves	Endurance Resources LLC	42-389-34925	Injection	21	53	2651	PSL/HOPPER G	710008
State Gateway 22	2H	TX	Reeves	Endurance Resources LLC	42-389-34930	Producer	22	53	3570 & 3568	PSL / G Hopper / W M Hopper	710001
State Johnny Cash 23	2H	TX	Reeves	Endurance Resources LLC	42-389-35064	Producer	23	53	4088	PSL / BRYAN WP	710005
State Gateway 38	5H	TX	Reeves	Endurance Resources LLC	42-389-35218	Waiting on Completion	38	53	2981 & 3569	PSL/Hopper WM	710011
Orbison 28	6H	TX	Reeves	Endurance Resources LLC	42-389-34995	Producer	28	56	5967	PSL/Meeker JR	710004
Santana 29	2H	TX	Reeves	Endurance Resources LLC	42-389-35266	Producer	29	56	2292	PSL/LYNN C A	710013
State Muddy Water 30	2H	TX	Reeves	Endurance Resources LLC	42-389-34985	Producer	30	56	2291	PSL/LYNN C A	710003
State BB King 32	2H	TX	Reeves	Endurance Resources LLC	42-389-34984	Producer	32	56	2642	PSL/HENRY AE	710002

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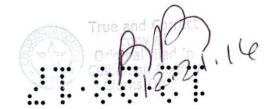
DOCUMENT NAME	CONTRACT DATE	GRANTOR	GRANTEE	COUNTY/STATE	LEGAL DESCRIPTION	BLOCK / SECTION	emmer	WELL BOOK STORY
Road Access Easement	The second name of the second	Pleasant Street Limited et al	Endurance Resources	Reeves County, Texas	SW/4 of Section 12	53-17	PSU	WELLS
			Holdings II LLC	Herry County, Jenas	W/2 of Section 13	53-13	PSL	
Endurance Salt Water Disposal	Nov 01 2015	Estate of J Loyd Parker III, Allison Renee	Endurance Resources LLC	Reeves County, Texas	NL/4	53-21	PSL	Gateway 21 SWD
Agreement for Gateway 21		Parker, Michelle Elise Parker Jordan.	& Endurance Resources		100		100	Catemat 1, 340
SWD		Pamela Parker Clifton, Christopher	Holdings II LLC					
		Matthew Clifton, Cale Andrew Clifton.				1	h d	
		Kelli Clifton Gossmann, McCamey Farm						
		& Ranch LF, Robin Lee Young Young				1		
	1	Cottonwood Dil & Gas LP						
Road Use & Maintenance	Apr 04 2016	Three Rivers Operating Company III LLC	Endurance Resources	Reeves & Culberson	Section 21, Block 53_PSL Survey.	53-21	PSU	
Agreement			Holdings II LLC	County, Texas	Culberson County, Texas and ends at	53-12		
					Texas Farm to Market road 2119 in			
					Section 12, Block 53, PSL Survey, Reeves			
					County, Texas			
Right-of-Way and Easement	Sep 01 2015		Endurance Resources	Reeves County, Texas	N/2 of Section 21	53-21	120	State Gateway 22 2H
Agreement-Road		Parker, Michelle Elise Parker Jordan,	Holdings II LLC		N/2 of Section 22	53-22		State Gateway 21 5WD 1
	1	Pamela Parker Clifton, Christopher			W/2 of Section 28	53-28		
		Matthew Clifton, Cale Andrew Clifton,			W/2 of Section 38	53-33		
		Kelli Clifton Grossmann, McCamey Farm			NW/4NW/4 of Section 40	53-40		
		& Ranch LP, Robin Lee Young Young						
		Cottonwood Dil and Gas LP						
Multi-Use Right-of-Way and	Mar 01 2016	Robert B Kornegay	Endurance Resources	Reeves County, Texas	NW/4	53-23	PSU	State Johnny Cash 23 2H
Easement Agreement		OVANIALOS NELEM	Holdings II LLC	the process of the second	1.00			
Multi-Use Right-of-Way and	Jul 23 2015	Sandra K Metcalf	Endurance Resources	Reeves County, Texas	NW/4	53-23	P51:	State Johnny Cash 25-2H
Easement Agreement			Holdings II LLC					
ST TX GLD Miscellaneous	Jul 01 2015	State of Texas General Land Office	Endurance Resources LLC	Reeves County, Texas	E/2 of Section 26	53-26	PSU:	State Johnny Cash 23-2H
Easement ME20150162					N/2 & E/2 of Section 23	55-23		
ST TX GLO Miscellaneous	7ul 01 2015	State of Texas General Land Office	Endurance Resources LLC	Reeves County, Texas	E/2 of Section 26	53-26	PSL	State Johnny Cash 23 2H
Easement ME20150163					N/2 & E/2 of Section 23	51-23		
ST TX GLU Miscellaneous	Jul 01 2015	State of Texas General Land Office	Endurance Resources LLC	Reeves County, Texas	E/2 of Section 26	53-26	PSL	State Johnny Cash 23 2H
Easement ME20150164					N/1 & E/2 of Section 23	53-23		
ST TX GLO Miscellaneous	Jul 01 2015	State of Texas General Land Office	Endurance Resources LLC	Reeves County, Texas	E/2 of Section 26	53-26	PSL	State Johnny Cash 23 2H
Easement ME20150165			and the same of th		N/T & E/T of Section 23	53-23		
Surface Use Agreement	Aug 20 2010	Pameia Parker Clifton, McCamey Farm &	Legend Natural Gas IV LP	Reeves & Culberson	Cottonwood Ranch	Cottonwood Ranch	PSL:	State Gateway 22 2H
		Ranch LP, J Loyd Parker III, Allison Renee		County, Texas				State 88 King 32 DH
		Farker, Robbin Lee Young, James Beasley						State Muddy Water 30 2H
		Young, Michelle E Jordan						State Johnny Cash 23 2H
						1		Orbison 28 6H
Right-of-Way Agreement	Sep 01 2016	Lowe Royalty Partners LP	Endurance Resources	Reeves County, Texas	5/2 & NE/4	53-35	PS.	State Gateway 23 SWD 3
militaria es esta esta esta esta esta esta esta	3ep 01 2013	Lowe nayany Partinets LP	Holdings II LLC	weener county rexes	2/ E @ 14 E/ 4	33-33	1,24	
Surface Use Agreement	Sep 01 2015	Lowe Royalty Partners LP	Endurance Resources	Reeves County, Texas	S/2 & NE/4	53-35	PSL	
CONTRACTOR OF CONTRACTOR		ACTOR OF THE PROPERTY OF THE P	Holdings II LLC	000000000000000000000000000000000000000	Sec. 30 (136)	10.00	1.000	
Surface Use and Drill Site	Mar 4 2016	JWM Minerals, LLC	Endurance Resources	Reeyes County, Texas	NE/4	56-28	PSU.	Orbison 28 6H
Agreement			Holdings II LLC					

Page 1 of 3



	CONTRACT DATE	GRANTOR	GRANTEE	COUNTY/STATE	LEGAL DESCRIPTION	BLOCK / SECTION	SURVEY	WELLS
Surface Use and Drill Site		James Lawrence Meeker, Trustee of Callaghan 320 Trust	Endurance Resources Holdings II LLC	Reeves County, Texas	NE/4	56-18	PSL	Orbison 28 6H
Multi-Use Right-of-Way and	Jul 28 2015	Donna / Spivey	Endurance Resources	Reeves County, Texas	All Sec 29, 30, 24 & 25	56-29	PSL	Santane 29 SH
asement Agreement			Holdings II ELC		The state of the s	56-30	1.59.8	State Muddy Water 30 2H
			The second second			53-24		
						53-25	1	
Viulti-Use Right-of-Way and	Jul 28 2015	Janis Dec Helmey	Endurance Resources	Regves County, Texas	All Sec 79, 30, 24 & 25	56-29-	PSL	Santana 29 Sri
asement Agreement			Holdings ILLLC			56-30		State Muddy Water 30 2H
						53-24		pract fraud state 20 41
						53-25		
Multi-Lise Right-of-Way and	Jul 28 2015	Jeffery A Wilson	Endurance Resources	Reeves County, Texas	All Sec 29, 30, 24, & 25	56-29	PSL	Santana 29 Sh
asement Agreement			Holdings II LLC			56-30	100	State Muddy Water 30 2H
						53.74		State Miliday Water 30 2H
						53-25		
Multi-Use Right-of-Way and	Jul 28 2015	Lewis K Lynn	Endurance Resources	Reeves County, Texas	All Sec 29, 30, 24 & 25		-	
asement Agreement	30,40,500		Holdings II LLC	neeves County, rexas	All Set 29, 30, 24 & 25	56-29 56-30	P.52	Santana 29 5H
			Holdings it LLC					State Muddy Water 30 2H
			1			59-24		
Multi-Use Right-of-Way and	- 126 201E	Mary Huebsch	Endurance Resources			53-25		
asement Agreement	101 50 5013	mary Huebsch		Reeves County, Texas	All Sec 29, 30, 24, & 25	56-29	PSL	Santana 29 SH
asement Agreement		le l	Holdings II LLC			56-30		State Muddy Water 30 2H
						53-24		
						53-25		
Aulti-Use Right-of-Way and	Jul 28 2015	Michael L Bourland	Endurance Resources	Reeves County, Texas	All Sec 29, 30, 24 & 25	56-29	PSL	Santana 29 5H
asement Agreement	1		Haldings II LLC			56-30		State Muddy Water 30 7H
						53-24		
						53-25		
Aulti-Use Right-of-Way and	Jul 28 2015	Tim t Witson	Endurance Resources	Regyes County, Texas	All Sec 29, 30, 24 & 25	56-29	PSi.	Sentane 29 5H
asement Agreement		ly .	Holdings II LLC			56-30		State Muddy Water 30 2H
						53-24		PRODUCTION OF THE SACROTTERS OF THE
						53-25		
Aulti-Use Right-of-Way and	Jul 28 2015	Towana Spivey	Endurance Resources	Reeves County, Texas	All Sec 29: 30: 24: 8:25	56-29	P51.	Santana 29 SH
asement Agreement		and the latest	Holdings II LLC	Page 10/13/ WOMEN 10/10/	No. of the Assessment Control of the	56-30	1000	State Muddy Water 30 2H
	1		I MOSSIAN CONC.	- 1		53-24		State made water 30 20
						53-25		
Aulti-Use Right-of-Way and	Jul 28 2015	Weetona Stanley	Endurance Resources	Reeves County, Texas	All Sec 29, 30, 24, & 25	56-29	PSU	Santanii 29 5H
asement Agreement	1980510455	Provide Co. Section Co.	Holdings II LLC			56-30	- 35	State Muddy Water 80 2H
The state of the s	[53-74		prate window syster, 37 544
						53-25		
Aulti-Use Right-of-Way and	Tul 28 2015	Jeffery A Wilson	Endurance Resources	Reeves County, Texas	All Sec 29, 30, 24, & 25		PSL	F
asement Agreement	10. 50. 5013		Holdings II LLC	neeves county, resas	Mr. 361 29, 30, 24 & 22	56-30	F-31	Sentana 29 SH
and the same of th			Libraria D. D. P.P.			55-30		State Muddy Water 30 2H

Page 2 of 3



DOCUMENT NAME	CONTRACT DATE	GRANTOR	GRANTEE	COUNTY/STATE	LEGAL DESCRIPTION	BLOCK / SECTION	SURVEY	WELLS
Cottonwood Ranch Drilling Operations & Management of Water Wells & Gravel Pits		Estate of I Loyd Parker III, Allison Renee Parker, Mitchelle Elise Parker Jordan, Pamela Parker Citton, Christopher Matthew Clifton, Cale Andrew Clifton, Kelli Clifton Gossmann, McCamey Farm & Ranch IF, Robbi Lee Young, Young Cottonwood Oil & Gas IP.	Holdings II LLC	Reeves & Culberson County, Texas	5/2	55-41	P5 <u>1</u>	

Page 3 of 3

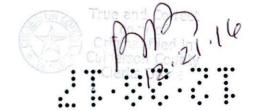


Exhibit A-2

None.



Exhibit B

Excluded Properties

1) Caliche & Water Sales Agreement, dated July 24, 2015, by and among Estate of J Loyd Parker III, Allison Renee Parker, Michelle Elise Parker Jordan, Pamela Parker Clifton, Christopher Matthew Clifton, Cale Andrew Clifton, Kelli Clifton Gossmann, McCamey Farm & Ranch LP, Robin Lee Young, Young Cottonwood Oil & Gas LP, Endurance Resources LLC, and Endurance Resources Holdings II LLC.

12.716

520021 000006 18741008.5

Original	
00000002872 Vas	STATE OF TEXAS
FILED FOR RECORD	COUNTY OF CULBERSON I hereby certify that this instrument
T_11:23_O'CLOCK_AM.	was FII FD on the date and at the time
ON THE 21st DAY OF Decembe	stamped hereon by me and was duly RECORDED in the Volume and Page
A.D., 20 <u>16</u>	of the Records of Culberson County, Texas.
Linda McDonald	COUNTY AND DISTRICT
CULBERSON COUNTY, TEXAS	COUNTY, TEXAS
BY DEPUTY	
/	/
/	

THE STATE OF TEXAS	
COUNTY OF CULBERS	ON I, Linda McDonald, Clerk of the County Court in and
for said County and State,	do hereby certify that the foregoing is a true and) ecom bly
	n my office this 2 st day of Decl Mbly
3/54 at 11:33	AM, under Clerk's File No to be
recorded in the	Records of Culberson County,
Texas.	215+

HICH Witness my hand and seal at Van Horn this ST

LINDA McDONALD, COUNTY CLERK

CULBERSON COUNTY, TEXAS

16-17147 FILED FOR RECORD REEVES COUNTY, TEXAS Dec 20, 2016 at 08:32:00 AM

ID 105 48

This document prepared by, and when recorded return to:

Atlantic Resources II Interests LLC 300 N. Marienfeld, Suite # 600 Midland, Texas 79701

Attention:

William Abney

Telephone:

432-682-3272

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

ASSIGNMENT, BILL OF SALE AND CONVEYANCE

This Assignment, Bill of Sale and Conveyance (this "Conveyance") from Nadel and Gussman Permian, L.L.C., an Oklahoma limited liability company with an address at 15 East Fifth Street, Suite 3300, Tulsa, Oklahoma 74103 (herein called "Grantor") to Atlantic Resources II Interests LLC, a Delaware limited liability company with an address at 300 N. Marienfeld Street, Suite # 600, Midland, Texas 79701 (herein called "Grantee") is executed on the dates set forth in the respective notary certifications below, but effective for all purposes as of 12:01 a.m. local time in Dallas, Texas on November 1, 2016 (the "Effective Date").

RECITALS

WHEREAS, Grantor owns interests in and to certain oil and gas leases, units, lands, and other assets as more specifically set forth herein; and

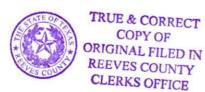
WHEREAS, pursuant to that certain Purchase and Sale Agreement by and among Grantor and Grantee dated as of December 9, 2016 (the "Purchase Agreement"), Grantor has agreed to convey to Grantee certain undivided interests in and to the Properties (as hereinafter defined).

CONVEYANCE

NOW THEREFORE, Grantor, for Ten Dollars (\$10.00) and other good and valuable consideration (the receipt and sufficiency of which are hereby acknowledged), does hereby GRANT, BARGAIN, SELL, CONVEY, ASSIGN, TRANSFER, SET OVER, and DELIVER unto Grantee, the following described properties, rights and interests:

- (a) All rights, titles and interests of Grantor in and to the oil, gas and/or mineral leases which are described on **Exhibit A** hereto and any ratifications or amendments to such leases (the "**Leases**");
- (b) Without limitation of the foregoing, all other right, title and interest (of whatever kind or character, whether legal or equitable, and whether vested or contingent) of

#5370228.2





Grantor in and to the Hydrocarbons in and under or that may be produced from the lands and depths described on Exhibit A hereto or described in any of the Leases (the "Lands") (including, without limitation, interests in oil, gas and/or mineral leases, overriding royalties, production payments, net profits interests, fee mineral interests, fee royalty interests and other interests insofar as they cover such lands), even though Grantor's interest therein may be incorrectly described in, or omitted from, such Exhibit A;

- All rights, titles and interests of Grantor in and to, or otherwise derived from, all presently existing and valid oil, gas and/or mineral unitization, pooling, and/or communitization agreements, declarations and/or orders (including, without limitation, all units formed under orders, rules, regulations, or other official acts of any federal, state or other Governmental Authority having jurisdiction, and voluntary unitization agreements, designations and/or declarations) to the extent that they relate to any of the properties described in subsections (a) and (b) above;
- All rights, titles and interests of Grantor in and to the oil, condensate, natural gas, injection, salt water disposal or water wells, whether producing, non-producing, shut-in or temporarily abandoned, located on the Oil and Gas Properties, including, without limitation, those listed on Exhibit A hereto (the "Wells");
- All rights, titles and interests of Grantor in and to all presently existing and valid Applicable Contracts, including production sales contracts, operating agreements, and other agreements and Contracts, in each case, to the extent that they relate to any of the other Properties;
- All rights, titles and interests of Grantor in and to all materials, supplies, machinery, equipment, facilities, improvements and other personal property and fixtures (including, but not by way of limitation, all pumping units, flowlines, tanks, buildings, injection facilities, saltwater disposal facilities, compression facilities, gathering systems, and other equipment) located on and/or appurtenant to the Oil and Gas Properties and used in connection with the exploration, development, operation or maintenance thereof (collectively, the "Equipment");
- All rights, titles and interests of Grantor in and to all easements, servitudes, (g) rights of way and surface leases or, to the extent assignable, other rights to the surface as well as any franchises, licenses, authorizations, permits, approvals, consents, certificates and other rights granted by third Persons and similar rights and interests, in each case, appurtenant to or used in connection with the other Properties, including those described on Exhibit A-1 hereto;
- All rights, titles and interests of Grantor in and to the fee surface ownership of the properties described on Exhibit A-2 hereto;
- All rights, titles and interests of Grantor in and to (A) trade credits, accounts receivable, notes receivable, take-or-pay amounts receivable, and other receivables and general intangibles, attributable to the Properties with respect to periods of time from and after the Effective Date; and (B) liens and security interests in favor of Grantor or its Affiliates, whether





choate or inchoate, under any Law or Contract to the extent arising from, or relating to, the ownership, operation, or sale or other disposition on or after the Effective Date of any of the Properties or to the extent arising in favor of Grantor as the operator or non-operator of any Oil and Gas Property;

- All rights, titles and interests of Grantor in and to oil, condensate, natural gas, natural gas liquids, and other minerals ("Hydrocarbons") produced from the Oil and Gas Properties after the Effective Date; and, to the extent related or attributable to the Oil and Gas Properties, all production, plant, and transportation imbalances as of the Effective Date; and all make-up rights with respect to take-or-pay payments;
- all rights of Grantor to audit the records of any Person and to receive refunds or payments of any nature, and all amounts of money relating thereto, to the extent such rights arise on or after the Effective Date or relate to Assumed Liabilities or other matters for which Grantee is responsible under the Purchase Agreement;
- all seismic, geological or geophysical information constituting proprietary data, studies, core samples, maps, related technical data and any other seismic, geological or geophysical information covering or related to the Oil and Gas Properties which the Grantor is not prohibited by agreement from transferring to Grantee other than any such information licensed from non-Affiliate Persons that cannot be transferred without additional consideration to such non-Affiliate Persons and for which Grantee has not agreed (in its sole discretion) to pay such additional consideration ("G&G Data"); and
- except to the extent the transfer or disclosure thereof would be restricted by binding obligations of confidentiality (which, at the request of Grantee, Grantor will endeavor in good faith to have lifted, provided that Grantor shall not be required to expend any funds that Grantee does not agree in writing to pay in connection therewith at the time such funds are due and payable), all of the data (other than any seismic data that is not G&G Data) that is owned or licensed by Grantor (or any of its Affiliates)), files, records, maps and information, whether held in hard copy or electronic format, in Grantor's possession or to which Grantor has rights pursuant to any Applicable Contract, in each case, that are primarily related to any of the other Properties, including all land, title and contract files and operations, accounting, environmental, production and Tax records relating to Asset Taxes with respect to such properties and assets; but excluding, however, any such data, files, records, maps and information solely to the extent containing any data or information included in or relating to the Excluded Properties or to the extent related to Grantor's business generally.

The properties, rights and interests specified in the foregoing subsections (a), (b), (c), and (d), except for the Excluded Properties as defined below, are herein sometimes collectively called the "Oil and Gas Properties," and individually an "Oil and Gas Property," and the properties, rights and interests specified in the foregoing subsections (a), (b), (c), (d), (e), (f), (g), (h), (i), (j), (k), (l) and (m) except for the Excluded Properties, are herein sometimes collectively called the "Properties" and individually a "Property."

3



EXCEPTING AND RESERVING to Grantor, however, the Excluded Properties (as defined below).

- All rights and causes of action in favor of Grantor arising, occurring or existing in connection with the Properties or the operation of or production from the Oil and Gas Properties (including, but not limited to, any and all contract rights, claims, receivables, revenues, recoupment rights, recovery rights, accounting adjustments, mispayments, erroneous payments or other claims of any nature in favor of Grantor, provided that rights to insurance proceeds are handled under item (d) below), in each case, to the extent such claims or causes of action (i) arise prior to the Effective Date and are not related to Assumed Liabilities or other matters which Grantee is responsible for under the Purchase Agreement, or (ii) are related to Retained Liabilities or other obligations retained by Grantor under the Purchase Agreement;
 - Any accounts payable accruing before the Effective Date; (b)
- (c) All limited liability company, financial, Income Tax and legal records (other than the Leases, Applicable Contracts and title records) of Grantor;
- Subject to Section 13.1 of the Purchase Agreement, all rights and interests of Grantor (i) under any policy or agreement of insurance or indemnity other than to the extent relating to Assumed Liabilities or other matters for which Grantee is responsible under the Purchase Agreement, (ii) under any bond, or (iii) to any insurance or condemnation proceeds or awards arising, in each case, from acts, omissions or events or damage to or destruction of property;
- All Hydrocarbon production from or attributable to the Properties with respect to all periods prior to the Effective Date, including as described in Section 11.1(h)(i) of the Purchase Agreement and all proceeds attributable thereto;
- Properties excluded from the purchase and sale contemplated by the Purchase Agreement under Section 6.2 or Section 7.8(c) of the Purchase Agreement;
- Copies (but not the originals) of all files, as described in Section 10.1 of the (g) Purchase Agreement;
- All deposits, cash, checks, funds and accounts receivable or received attributable to Grantor's interests in the Properties with respect to any period of time prior to the Effective Date except to the extent relating to the Assumed Liabilities or other matters for which Grantee is responsible under the Purchase Agreement, including, without limitation, Section 11.6 of the Purchase Agreement;
- All computer or communications software (including tapes, data and program documentation and all tangible manifestations and technical information relating thereto) owned, licensed or used by Grantor;

4





- Any logo, service mark, copyright, trade name or trademark of or associated (j) with Grantor or any Affiliate of Grantor or any business of Grantor or of any Affiliate of Grantor;
- Any documents withheld or not transferred pursuant to Section 10.1 of the Purchase Agreement;
- Any files, records, information, or data to the extent that Grantor is legally (1) prevented from disclosing or transferring such property to Grantee as a result of confidentiality arrangements or contractual requirements with non-Affiliate Persons, provided that Grantor shall use commercially reasonable efforts to get waivers of such restrictions from such Persons (such commercially reasonable efforts shall not include the payment of fees unless Grantee has agreed in writing to pay such fees by such time as they become due);
- Any and all claims of Grantor or any of its Affiliates for refunds of, rights to receive funds from any Governmental Authority relating to, credits attributable to, or the right to report loss carryforwards of Grantor or any of its Affiliates relating to, or similar Tax assets relating to (i) Asset Taxes attributable to any period (or portion thereof) prior to the Effective Date (as determined in accordance with Section 15.1 of the Purchase Agreement), (ii) Income Taxes imposed on Grantor or any of its Affiliates, (iii) any Taxes attributable to the Excluded Properties or (iv) any other Taxes relating to the ownership or operation of the Properties or the production of Hydrocarbons or the receipt of proceeds therefrom that are attributable to any period (or portion thereof) ending prior to the Effective Date;
 - (n) Any seismic data that is not G&G Data; and
- All right, title and interest of Grantor in and to the assets described on Exhibit B attached hereto.

These excluded properties, rights and interests specified in the immediately preceding subsections (a) through (o), inclusive, are collectively referred to as the "Excluded Properties." Grantee shall not be responsible for, and Grantor expressly retains, all liabilities related to the Excluded Properties, whether such liabilities arise before or after the Effective Date. It is understood that certain of the Excluded Properties may not be embraced by the term Properties. The fact that certain properties, rights and interests have been expressly excluded is not intended to suggest that had they not been excluded they would have constituted Properties and shall not be used to interpret the meaning of any word or phrase used in describing the Properties.

TO HAVE AND TO HOLD the Properties unto Grantee, its successors and assigns, forever, subject, however, to the terms and conditions of this Conveyance and the Purchase Agreement.

GRANTOR, FOR A PERIOD OF TWO (2) YEARS AFTER THE EXECUTION OF THIS CONVEYANCE BY GRANTOR, WARRANTS DEFENSIBLE TITLE (AS SUCH TERM IS DEFINED IN THE PURCHASE AGREEMENT) TO THE PROPERTIES, SUBJECT TO THE TERMS AND CONDITIONS OF THE PURCHASE AGREEMENT, UNTO GRANTEE, ITS SUCCESSORS AND ASSIGNS, AGAINST ALL PERSONS CLAIMING





OR TO CLAIM THE SAME OR ANY PART THEREOF BY, THROUGH, OR UNDER GRANTOR, BUT NOT OTHERWISE. Grantor hereby assigns to Grantee all rights, claims, and causes of action on title warranties given or made by Grantor's predecessors in interest, and Grantee is specifically subrogated to all rights which Grantor has, or may have, against its predecessors in interest, to the extent that Grantor may legally transfer such rights and grant such subrogation.

THE SPECIAL WARRANTY OF TITLE SET FORTH ABOVE AND THE EXPRESS REPRESENTATIONS AND WARRANTIES OF GRANTOR CONTAINED IN SECTION 4.1 IN THE PURCHASE AGREEMENT (COLLECTIVELY, THE "GRANTOR'S WARRANTIES") ARE EXCLUSIVE AND ARE IN LIEU OF ALL OTHER REPRESENTATIONS AND WARRANTIES, EXPRESS, IMPLIED, STATUTORY OR OTHERWISE AND GRANTOR EXPRESSLY DISCLAIMS ANY AND ALL SUCH OTHER REPRESENTATIONS AND WARRANTIES. WITHOUT LIMITATION OF THE FOREGOING AND EXCEPT FOR GRANTOR'S WARRANTIES, THE PROPERTIES ARE CONVEYED PURSUANT HERETO WITHOUT (a) ANY WARRANTY OR WHETHER EXPRESS, IMPLIED, STATUTORY REPRESENTATION, OTHERWISE, RELATING TO (i) TITLE TO THE PROPERTIES, OR THE CONDITION, QUANTITY, OR QUALITY OF THE PROPERTIES, (ii) THE ACCURACY OR COMPLETENESS OF ANY DATA, REPORTS, RECORDS, PROJECTIONS, INFORMATION OR MATERIALS NOW, HERETOFORE OR HEREAFTER FURNISHED OR MADE AVAILABLE TO GRANTEE IN CONNECTION WITH THE PURCHASE AGREEMENT, (iii) PRICING ASSUMPTIONS, OR QUALITY OR QUANTITY OF HYDROCARBON RESERVES (IF ANY) ATTRIBUTABLE TO THE PROPERTIES OR THE ABILITY OR POTENTIAL OF THE PROPERTIES TO PRODUCE HYDROCARBONS, (iv) THE ENVIRONMENTAL CONDITION OF THE PROPERTIES, BOTH SURFACE AND SUBSURFACE, (v) THE STATUS OF THE **PROPERTIES** WITH RESPECT TO COMPLIANCE WITH ENVIRONMENTAL LAWS OR ANY LAW OF THE TEXAS RAILROAD COMMISSION RELATING TO SPACING, DENSITY, SETBACKS, SPECIFICATIONS OR GRADES FOR EQUIPMENT OR MATERIALS, WELL INTEGRITY OR CONSTRUCTION, AND THE PROTECTION OF CORRELATIVE RIGHTS IN HYDROCARBONS, OR (vi) ANY OTHER MATTERS CONTAINED IN ANY MATERIALS FURNISHED OR MADE AVAILABLE TO GRANTEE BY GRANTOR OR BY GRANTOR'S AGENTS OR REPRESENTATIVES, OR (b) ANY OTHER EXPRESS, IMPLIED, STATUTORY OR OTHER WARRANTY OR REPRESENTATION WHATSOEVER. LIMITING GRANTOR'S WARRANTIES OR GRANTEE'S RIGHTS UNDER ARTICLE VII OR ARTICLE XII OF THE PURCHASE AGREEMENT OR UNDER THIS CONVEYANCE OR ANY OTHER CONVEYANCE EXECUTED PURSUANT TO THE PURCHASE AGREEMENT, GRANTEE SHALL BE DEEMED TO HAVE INSPECTED THE PROPERTIES FOR ALL PURPOSES AND SATISFIED ITSELF AS TO THEIR PHYSICAL AND ENVIRONMENTAL CONDITION, BOTH SURFACE AND SUBSURFACE, INCLUDING BUT NOT LIMITED TO CONDITIONS SPECIFICALLY RELATED TO THE PRESENCE OR RELEASE OF HAZARDOUS MATERIAL,





INCLUDING HAZARDOUS SUBSTANCES, SOLID WASTES, ASBESTOS AND OTHER MAN MADE FIBERS, OR NATURALLY OCCURRING RADIOACTIVE MATERIALS. EXCEPT FOR THE GRANTOR'S WARRANTIES, GRANTOR FURTHER DISCLAIMS ANY REPRESENTATION OR WARRANTY, EXPRESS, STATUTORY OR IMPLIED, OF RIGHTS OF A PURCHASER UNDER APPROPRIATE STATUTES TO CLAIM DIMINUTION OF CONSIDERATION OR RETURN OF THE PURCHASE PRICE, IT BEING EXPRESSLY UNDERSTOOD AND AGREED BY THE PARTIES HERETO THAT WITHOUT LIMITING GRANTOR'S WARRANTIES OR GRANTEE'S RIGHTS UNDER ARTICLE VII OR ARTICLE XII OF THE PURCHASE AGREEMENT OR UNDER THIS CONVEYANCE OR ANY OTHER CONVEYANCE EXECUTED PURSUANT TO THE PURCHASE AGREEMENT, GRANTEE SHALL BE DEEMED TO BE OBTAINING THE PROPERTIES, INCLUDING, WITHOUT LIMITATION, THE EQUIPMENT COMPRISING PART OF THE PROPERTIES, IN THEIR PRESENT STATUS, AND CONDITION, "AS IS" AND "WHERE IS" WITH ALL FAULTS OR (KNOWN OR UNKNOWN, LATENT, DISCOVERABLE UNDISCOVERABLE), AND THAT GRANTEE HAS MADE OR CAUSED TO BE MADE SUCH INSPECTIONS AS GRANTEE DEEMS APPROPRIATE TO ENTER INTO THIS CONVEYANCE AND, HAS MADE SUCH INSPECTIONS AS GRANTEE DEEMS APPROPRIATE TO CONSUMMATE THE TRANSACTION CONTEMPLATED HEREBY. GRANTOR AND GRANTEE AGREE THAT, TO THE EXTENT REQUIRED BY APPLICABLE LAW TO BE EFFECTIVE, THE DISCLAIMERS OF CERTAIN REPRESENTATIONS AND WARRANTIES CONTAINED IN THIS PARAGRAPH ARE "CONSPICUOUS" DISCLAIMERS FOR THE PURPOSE OF ANY APPLICABLE LAW.

This Conveyance is made subject to the terms and conditions of the Purchase Agreement, which terms are hereby incorporated into this Conveyance by reference for all purposes; however, third parties may conclusively rely upon this Conveyance to vest title to the Properties in Grantee. The Purchase Agreement contains certain representations, warranties and agreements between the parties, some of which may survive the delivery of this Conveyance, as provided for therein. Capitalized terms used herein but not defined shall have the meanings assigned to such terms in the Purchase Agreement. In the event of a conflict between the terms of this Conveyance and the Purchase Agreement the terms of the Purchase Agreement shall control for all purposes.

Grantor agrees to execute and deliver to Grantee, from time to time, such other and additional instruments, notices, division orders, transfer orders and other documents, and to do all such other and further acts and things as may be necessary to more fully and effectively grant, convey and assign to Grantee the Properties.

This Conveyance shall bind and inure to the benefit of the parties hereto and their respective successors and assigns.

This Conveyance, and all claims arising in connection with or related hereto, or the negotiation, execution or performance hereof (whether in contract or tort), shall, without regard to principles of conflicts of Law, be construed and enforced in accordance with and governed by the Laws of





the state of Texas applicable to contracts made and to be performed entirely within such state and the Laws of the United States of America. EACH PARTY HERETO WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY ACTION, SUIT OR PROCEEDING ARISING OUT OF OR RELATING TO THIS CONVEYANCE.

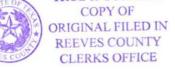
This Conveyance is being executed in several counterparts all of which are identical except that, to facilitate recordation, certain counterparts hereof may contain only that portion of Exhibit A which contains specific descriptions of properties located in the recording jurisdiction in which the particular counterpart is to be recorded, with other portions of Exhibit A being included in such counterparts by reference only. All of such counterparts together shall constitute one and the same instrument.

[Remainder of page intentionally left blank; signature page follows.]

8







IN WITNESS WHEREOF this Conveyance has been executed by Grantor and Grantee on the date of its acknowledgment below but shall be effective as to runs of oil and deliveries of gas, and for all other purposes, as of the Effective Date.

> **GRANTOR:** Nadel and Gussman Permian, L.L.C. By: Nadel and Gyssman Management, LLC, its Manager By: Name: Stephen J. Heyman Title: Manager GRANTEE: Atlantic Resources II Interests LLC

By:_ Name: R. A. Jennings

9

Title: Chief Executive Officer







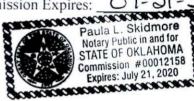
STATE OF OKLAHOMA	§
	§
COUNTY OF TULSA	§
The foregoing instrument was acknowl Stephen J. Heyman, Manager of Nadel Gussman Permian, L.L.C, an Oklahoma	and Gussman Management, LLC, Ma

December, 2016, by mager of Nadel and the limited liability company.

Notary Public

My Commission Expires:

(Notary Seal)



STATE OF TEXAS § § COUNTY OF §

The foregoing instrument was acknowledged before me this day of December, 2016, by R. A. Jennings, as Chief Executive Officer of Atlantic Resources II Interests LLC, a Delaware limited liability company, on behalf of the limited liability company.

Notary Public

(Notary Seal)

Acknowledgement Page to Assignment, Bill of Sale and Conveyance





IN WITNESS WHEREOF this Conveyance has been executed by Grantor and Grantee on the date of its acknowledgment below but shall be effective as to runs of oil and deliveries of gas, and for all other purposes, as of the Effective Date.

GRANTOR:

Nadel and Gussman Permian, L.L.C.

By: Nadel and Gussman Management, LLC, its Manager

By:_

Name: Stephen J. Heyman

Title: Manager

GRANTEE:

9

Atlantic Resources II Interests LLC

Name: R. A. Jenning

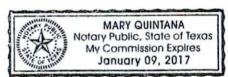
Title: Chief Executive Office





STATE OF OKLAHOMA	§
	§
COUNTY OF	§
Stephen J. Heyman, Manager of	knowledged before me this day of December, 2016, by Nadel and Gussman Management, LLC, Manager of Nadel and homa limited liability company, on behalf of the limited liability
	Notary Public My Commission Expires:
(Notary Seal)	×
STATE OF TEXAS	§
	§
COUNTY OF Midland	§

The foregoing instrument was acknowledged before me this 16 + 16 day of December, 2016, by R. A. Jennings, as Chief Executive Officer of Atlantic Resources II Interests LLC, a Delaware limited liability company, on behalf of the limited liability company.



Notary (Public

(Notary Seal)

Acknowledgement Page to Assignment, Bill of Sale and Conveyance





EXHIBIT A LEASES

PROSPECT	LESSOR	LESSEE	LEASE & EFFECTIVE DATE	BOOK / PAGE / DOCUMENT	STATE /	SECTION	BLOOK			LEGAL	DESCRIPTIVE	GROSS	RECORD
THOU LOT	ALLISON RENEE	LLIGGEE	DATE	DOCOMENT	COUNTY	SECTION	BLOCK	ABSTRACT	SURVEY	DESCRIPTION	DEPTH	ACRES	STATUS
	PARKER - ST TX MF	LEGEND NATURAL		1	TX				no				
Gateway 22	111869E	GAS IV LP	Sep 01 2010	882.615	Reeves	22	53	2570	PSL/				
	J LOYD PARKER III -	LEGEND NATURAL	000012010	1002-010	TX.	6.6.	00	3570	HOPPER G	All	All depths	640.000	Active
Gateway 22	ST TX MF 111869B	GAS IV LP	Sep 01 2010	882 606	Reeves	22	53	3570	PSL /	431	Walterstand	Transcription of the Parket of	0,000
	JAMES BEASLEY		000012010	7002-000	1/cese2	ZZ.	00	3570	HOPPER G	All	All depths	640.000	Active
	YOUNG III - ST TX	LEGEND NATURAL			TX.	1			PSL/	1			
Gateway 22	MF 111869C	GAS IV LP	Sep 01 2010	882-645	Reeves	22	53	3570		All	All death		
	MCCAMEY FARM		000012010	002-040	11CEVES	6.6	55	3370	HOPPER G	All	All depths	640.000	Active
	AND RANCH LP - ST	LEGEND NATURAL			TX.			1	PSL/				
Gateway 22	TX MF 111869G	GAS IV LP	Sep 01 2010	882-595	Reeves	22	53	3570	HOPPER G	All	All depths	540.000	i di
	MICHELLE E			1		-	00	10070	HOFFERG	NII .	All depths	640.000	Active
	JORDAN - ST TX MF	LEGEND NATURAL			TX.				PSL /				
Gateway 22	111869F	GAS IV LP	Sep 01 2010	882-635	Reeves	22	53	3570	HOPPER G	All	All depths	640.000	Anthun
	PAMELA PARKER								THE PERCO	2.50	I'm dopins	640.000	Active
	CLIFTON - ST TX MF	LEGEND NATURAL	_		TX,			1	PSL/				
Gateway 22	111869A	GAS IV LP	Sep 01 2010	882-625	Reeves	22	53	3570	HOPPER G	All	All depths	640,000	Active
	ROBBIN LEE										- m dopmin	040,000	/ total vo
	YOUNG - ST TX MF	LEGEND NATURAL	200 00000000000000000000000000000000000		TX,				PSL/				
Gateway 22	111869D	GAS IV LP	Sep 01 2010	882-655	Reeves	22	53	3570	HOPPER G	All	All depths	640,000	Active
	SANDRA												
	KORNEGAY				Laboura .								
	METCALF ET AL -	PETROHAWK	Q17-10-2-70-5-70-5	20000000	TX,	Sept.	res.						
23	ST TX MF 113664	PROPERTIES LP	Aug 26 2011	907-203	Reeves	23	53	4088	PSL	NW/4	All depths	160.250	Active
Johnson Cook		ANGELLE &			men e								
Johnny Cash 23	ST TX M 112451	DONOHUE OIL &			TX.		22	(Votes)	and the second	SACCA CORNEY			
23	31 1AW 112431	GAS PROPERTIES PETROHAWK	Apr 05 2011	879-458	Reeves	23	53	3972	PSL	S/2 & NE/4	All depths	480.750	Active
Allman 24	DONNA J SPIVEY	PROPERTIES LP	Aug 12 2011	000 00	TX,		20				A CONTRACTOR OF THE PARTY OF TH		
Amindi 24	JANIS DEE	PROPERTIES LP	Aug 12 2011	899-82	Reeves	24	53	2294	PSL	All	All depths	640.000	Active
	BOURLAND	PETROHAWK			TX.	1							
Allman 24	HELMEY	PROPERTIES LP	Aug 12 2011	800.72	Reeves	24	53	2294	PSL				Lamitan tar
Contract at 4	JEFFERY ALLAN	PETROHAWK	Muy 12 2011	005-73	TX,	24	53	2294	PSL	All	All depths	640.000	Active
Allman 24	WILSON	PROPERTIES LP	Aug 12 2011	899-85	Reeves	24	53	2294	PSL	All	All dooths	040.000	
		PETROHAWK	7149 12 2011	000.00	TX.	2.7	50	2234	FGL	All	All depths	640.000	Active
Allman 24	LEWIS KEITH LYNN	PROPERTIES LP	Aug 12 2011	899-64	Reeves	24	53	2294	PSL	All	All depths	040,000	A attent
		PETROHAWK		-	TX.	~ .	00	2204	FOL	All	Air deptils	640.000	Active
Allman 24	MARY HUEBSCH	PROPERTIES LP	Aug 12 2011	899-76	Reeves	24	53	2294	PSL	All	All depths	640,000	Antion
	MICHAEL LYNN	PETROHAWK			TX,		-		, or	7311	All deputs	040,000	Active
Allman 24	BOURLAND	PROPERTIES LP	Aug 12 2011		Reeves	24	53	2294	PSL	All	All depths	640.000	Active
		PETROHAWK			TX,						- Supris	040,000	LIGHTE
Allman 24	TIM WILSON	PROPERTIES LP	Aug 12 2011	899-70	Reeves	24	53	2294	PSL	All	All depths	640,000	Artive
Older Tark		PETROHAWK			TX,							040.000	, was a
Allman 24		PROPERTIES LP	Aug 12 2011	899-61	Reeves	24	53	2294	PSL	All	All depths	640,000	Active
		PETROHAWK			TX,							340.000	
Allman 24	STANLEY	PROPERTIES LP	Aug 12 2011	899-79	Reeves	24	53	2294	PSL	All	All depths	640.000	Action





EXHIBIT A LEASES

PROSPECT	LESSOR	LESSEE	LEASE & EFFECTIVE DATE	BOOK / PAGE / DOCUMENT	STATE /	SECTION	BLOCK	ABSTRACT	SURVEY	LEGAL DESCRIPTION	DESCRIPTIVE DEPTH	GROSS ACRES	LEASE RECORE STATUS
Allman 24	BRENDA TAYLOR	OBRIEN OIL AND GAS INC	Nov 12 2014	1129-719	TX, Reeves	25	53	3476	PSL	SE/4 LESS AND EXCEPT 4 acres in the extreme NW corner of this tract AND save and except Lots 37, 38, 39, 43, 44, 87, 88, 99, 106, 148, 150, 151, 155, 169, 170, 171 All located in block 1 of the Southwestern Development Company of Toyah, Texas Subdivision in the SE/4	All depths	155.032	Active
Allman 24	DONNA J SPIVEY	PETROHAWK PROPERTIES LP	Aug 12 2011	899-82	TX, Reeves	25	53	2293	PSL	NW/4 NW/4, S/2 NW/4, N/2 N/2 SW/4 & N/2 S/2 N/2 SW/4		180.000	
Allman 24	DONNA J SPIVEY	PETROHAWK PROPERTIES LP	Aug 12 2011	899-82	TX, Reeves	25	53	2293	PSL	NE/4 & NE/4 NW/4, S/2 SW/4 & S/2 S/2 N/2 SW/4	All depths	300.000	Active
Allman 24	JANIS DEE BOURLAND HELMEY	PETROHAWK PROPERTIES LP	Aug 12 2011	899-73	TX, Reeves	25	53	2293	PSL	NW/4 NW/4, S/2 NW/4, N/2 N/2 SW/4 & N/2 S/2 N/2 SW/4	All depths	180.000	Active
Allman 24	JANIS DEE BOURLAND HELMEY	PETROHAWK PROPERTIES LP	Aug 12 2011	899-73	TX, Reeves	25	53	2293	PSL	NE/4 & NE/4 NW/4, S/2 SW/4 & S/2 S/2 N/2 SW/4	All depths	300.000	Active
Allman 24	JEFFERY ALLAN WILSON	PETROHAWK PROPERTIES LP	Aug 12 2011	899-85	TX, Reeves	25	53	2293	PSL	NW/4 NW/4, S/2 NW/4, N/2 N/2 SW/4 & N/2 S/2 N/2 SW/4	All depths	180,000	Active
Allman 24	JEFFERY ALLAN WILSON	PETROHAWK PROPERTIES LP	Aug 12 2011	899-85	TX, Reeves	25	53	2293	PSL	NE/4 & NE/4 NW/4, S/2 SW/4 & S/2 S/2 N/2 SW/4	All depths	300.000	Active







LEASES

PROSPECT	LESSOR	LESSEE	LEASE & EFFECTIVE DATE	BOOK / PAGE / DOCUMENT	STATE /	SECTION	вьоск	ABSTRACT	SURVEY	LEGAL DESCRIPTION	DESCRIPTIVE	GROSS	LEASE RECORD STATUS
Allman 24	KIMBERLY KAY SLOAN	OBRIEN OIL AND	Oct 03 2014	1116-177 Amended	TX, Reeves	25	53	3476	PSL	SE/4 LESS AND EXCEPT 4 acres in the extreme NW corner of this tract AND save and except Lots 37, 38, 39, 43, 44, 87, 88, 99, 106, 148, 150, 151, 155, 167, 168, 169, 170, 171 All located in block 1 of the Southwestern Development Company of Toyah, Texas Subdivision in the SE/4	All depths	155,032	
Allman 24	LEWIS KEITH LYNN	PETROHAWK PROPERTIES LP	Aug 12 2011		TX, Reeves	25	53	2293	PSL	NW/4 NW/4, S/2 NW/4, N/2 N/2 SW/4 & N/2 S/2 N/2 SW/4		180.000	
Aliman 24	LEWIS KEITH LYNN	PETROHAWK PROPERTIES LP	Aug 12 2011	899-64	TX, Reeves	25	53	2293	PSL	NE/4 & NE/4 NW/4, S/2 SW/4 & S/2 S/2 N/2 SW/4	All depths	300.000	
Aliman 24	MARY HUEBSCH	PETROHAWK PROPERTIES LP	Aug 12 2011	899-76	TX, Reeves	25	53	2293	PSL	NW/4 NW/4, S/2 NW/4, N/2 N/2 SW/4 & N/2 S/2 N/2 SW/4	All depths	180.000	Active
Allman 24	MARY HUEBSCH	PETROHAWK PROPERTIES LP	Aug 12 2011	899-76	TX, Reeves	25	53	2293	PSL	NE/4 & NE/4 NW/4, S/2 SW/4 & S/2 S/2 N/2 SW/4	All depths	300.000	Active
Allman 24	MICHAEL LYNN BOURLAND	PETROHAWK PROPERTIES LP	Aug 12 2011	899-67	TX, Reeves	25	53	2293	PSL	NW/4 NW/4, S/2 NW/4, N/2 N/2 SW/4 & N/2 S/2 N/2 SW/4	All depths	180.000	Active
Allman 24	MICHAEL LYNN BOURLAND	PETROHAWK PROPERTIES LP	Aug 12 2011	899-67	TX, Reeves	25	53	2293	PSL	NE/4 & NE/4 NW/4, S/2 SW/4 & S/2 S/2 N/2 SW/4	All depths	300,000	Active







EXHIBIT A

DE DATE			LEASE &	BOOK /	S-059	A 153 N			16 E A				LEASE
PROSPECT	LESSOR	LESSEE	DATE	PAGE /	STATE /	SECTION	PLOCK	ABSTRACT	SURVEY	LEGAL	DESCRIPTIVE	GROSS	RECORD
			DATE	DOGGINELITY	COCIVITI	SECTION	BLOCK	ABSTRACT	SURVET	DESCRIPTION SE/4 of Section	DEPTH	ACRES	STATUS
		1								25, Block 53, A-			
				1					1	3476, PSL			
						1			1	Survey, Reeves			
	1	1							1	County, Texas		di .	
										containing 160			
	1								1	acres, more or less, LESS			
1										AND EXCEPT		4	
					1				1	4 acres, more			
									1	or less, in the			
	1									extreme			
										NW/corner and			
										FURTHER			
										LESS AND EXCEPT all of			
										Lots 106, 87,		1	
1										88, 43, 44, 150,		1	
										151, 170, 171,			
	1									155, 148, 167,		4	
										168, 37, 38, 39			
								1		and the East 22.579 feet of			
										lot 99, all in			
										Block 1 of the		A	
										Southwestern			
	CHARLES LAMBION									Development			
	CHARLES LAWHON, JANET LAWHON,							1		Company of		1	
	JOHN LAWHON,	Endurance								Toyah, Texas Subdivision of			
	TRACEY	Resources Holdings			TX,					the SE/4 of			k .
Allman 24	SCHEIDLER	II, LLC	Sep 30 2016	1330-061	Reeves	25	53	3476	PSL	Section 25,	All depths	155.032	Active
										NW/4 NW/4.			
		PETROHAWK			TX.					S/2 NW/4, N/2 N/2 SW/4 & N/2			
Allman 24	TIM WILSON	PROPERTIES LP	Aug 12 2011	899-70	Reeves	25	53	2293	PSL		All depths	180.000	Active
			•							NE/4 & NE/4		100.000	7.101.170
										NW/4, S/2			
Allenge 24	TIM WILL CON	PETROHAWK	A 40 0044	000 70	TX,	0.5	50	0000	no.	SW/4 & S/2 S/2	USERS NO	10000000	200
Allman 24	TIM WILSON	PROPERTIES LP	Aug 12 2011	899-70	Reeves	25	53	2293	PSL	N/2 SW/4	All depths	300.000	Active
										NW/4 NW/4			
		PETROHAWK			TX.					S/2 NW/4, N/2 N/2 SW/4 & N/2			
Allman 24	TOWANA SPIVEY	PROPERTIES LP	Aug 12 2011	899-61	Reeves	25	53	2293	PSL		All depths	180,000	Activo
			1.09 12 2011					200		NE/4 & NE/4	riii acpiiia	100.000	Active
										NW/4, S/2			
	TOWN 11 000 FT	PETROHAWK	200000000000000000000000000000000000000		TX.			2222		SW/4 & S/2 S/2			
Allman 24	TOWANA SPIVEY	PROPERTIES LP	Aug 12 2011	899-61	Reeves	25	53	2293	PSL	N/2 SW/4	All depths	300.000	Active
										NW/4 NW/4,			
	WEETONA	PETROHAWK			TX.					S/2 NW/4, N/2			
Allman 24	STANLEY	PROPERTIES LP	Aug 12 2011	899.79		25	53	2293	PSL	N/2 SW/4 & N/2 S/2 N/2 SW/4	All depths	180.000	Activo
million E-1	a constitute t	THE PROPERTY OF	7 mg 12 2011	000-10	1100100	20	00	25.00	I UL	10/2 10/2 OVV/4	All deptilis	100.000	Metive







EXHIBIT A LEASES

PROSPECT	LESSOR	LESSEE	DATE	PAGE / DOCUMENT	STATE!	SECTION	DI GOIL			LEGAL	DESCRIPTIVE	GROSS	RECORE
	LLOOOK	LEGGLE	DATE	DOCUMENT	COUNTY	SECTION	BLOCK	ABSTRACT	SURVEY	DESCRIPTION NE/4 & NE/4	DEPTH	ACRES	STATUS
								1		NW/4, S/2			
	WEETONA	PETROHAWK			TX,				1	SW/4 & S/2 S/2		1	
Allman 24	STANLEY	PROPERTIES LP	Aug 12 2011	899-79	Reeves	25	53	2293	PSL	N/2 SW/4	All depths	300.000	Active
			1000					187 acs - A					7101110
		CONTRACTOR OF						3973, 374	1	1		1	
Johnson Cook		ANGELLE &						acs - A 4129,	1				
Johnny Cash 23	ST TX M 112452	DONOHUE OIL & GAS PROPERTIES	And DE 2011	970 450	TX,			80 acs - A		400	COLUMN TON	7.250.000.000	
Lu	ALLISON RENEE	GAS PROPERTIES	Apr 05 2011	879-452	Reeves	26	53	4182	PSL /	All	All depths	641.000	Active
	PARKER - ST TX MF	LEGEND NATURAL			TX.				HOPPER				
Gateway 22	111869E	GAS IV LP	Sep 01 2010	882-615	Reeves	27	53	3568	WM	N/2 & SW/4	All depths	480.700	Anthun
					1,00105			10000	PSL /	142 0 3414	All depuis	400.700	Active
	J LOYD PARKER III -	LEGEND NATURAL			TX.				HOPPER				
Gateway 22	ST TX MF 111869B	GAS IV LP	Sep 01 2010	882-605	Reeves	27	53	3568	WM	N/2 & SW/4	All depths	480,700	Active
	JAMES BEASLEY	Cours Security Description 4							PSL/				7.00.70
2 1 120	YOUNG III - ST TX	LEGEND NATURAL	_		TX,				HOPPER				
Gateway 22	MF 111869C	GAS IV LP	Sep 01 2010	882-645	Reeves	27	53	3568	WM	N/2 & SW/4	All depths	480.700	Active
	MCCAMEY FARM				NAME OF				PSL/				
C-1	AND RANCH LP - ST				TX,		-		HOPPER				
Gateway 22	TX MF 111869G MICHELLE E	GAS IV LP	Sep 01 2010	882-595	Reeves	27	53	3568	WM	N/2 & SW/4	All depths	480.700	Active
	JORDAN - ST TX MF	LEGEND NATURAL			TX.				PSL/				
Gateway 22	111869F	GAS IV LP	Sep 01 2010	002.635	Reeves	27	53	2500	HOPPER	N/O 5 CM	PRO A CONTRACTOR		
Jaioway 22	PAMELA PARKER	GAG IV LF	Sep 01 2010	002-033	reeves	21	53	3568	WM PSL /	N/2 & SW/4	All depths	480.700	Active
	CLIFTON - ST TX MF	LEGEND NATURAL			TX,				HOPPER				
Gateway 22	111869A	GAS IV LP	Sep 01 2010	882-625	Reeves	27	53	3568	WM	N/2 & SW/4	All depths	480.700	Active
	ROBBIN LEE					-	-	0000	PSL/	192 0 0074	rai depuis	400.700	Active
	YOUNG - ST TX MF	LEGEND NATURAL	0		TX,				HOPPER				
Gateway 22	111869D	GAS IV LP	Sep 01 2010	882-655	Reeves	27	53	3568	WM	N/2 & SW/4	All depths	480.700	Active
		ENDURANCE											
GLO 53 Sec	LOWE ROYALTY	RESOURCES	101 (0.000) (0.000) (0.000)		TX,								
28-33	PARTNERS LP	HOLDINGS II LLC	Jul 15 2015	1197-427	Reeves	36	53	2652	PSL	N/2	All depths	320.000	Active
		ENDUDANCE.			may.								
SLO 53 Sec		ENDURANCE RESOURCES			TX,							l I	
28-33	ST TX MF 117877	HOLDINGS II LLC	Jan 05 2016	1260 0206	Culberson & Reeves	20	53	2000	DCI.	1400	***	200000	800
0-00	GI IX WIL 117077	HOLDINGS II LLC	Jan 05 2010	1200-0200	o Meeves	20	03	2652	PSL	W/2	All depths	320.500	Active
_		ENDURANCE			TX.								
GLO 53 Sec		RESOURCES	l		Culberson								
28-33	ST TX MF 117878	HOLDINGS II LLC	Jan 05 2016	1260-0195	& Reeves	33	53	2	PSL	All	All depths	641,000	Active
	ALLISON RENEE										i iii dopiiid	041,000	Notive
	PARKER - ST TX MF	LEGEND NATURAL		and the second second	TX,								
Sateway 34	111869E	GAS IV LP	Sep 01 2010	882-615	Reeves	34	53	3567	PSL	All	All depths	641.000	Active
		LEGEND NATURAL			TX,								
Sateway 34	ST TX MF 111869B	GAS IV LP	Sep 01 2010	882-605	Reeves	34	53	3567	PSL	All	All depths	641.000	Active
4	JAMES BEASLEY				1000								
2-1	YOUNG III - ST TX	LEGEND NATURAL	001.0010	200 015	TX,								
Sateway 34	MF 111869C MCCAMEY FARM	GAS IV LP	Sep 01 2010	882-645	Reeves	34	53	3567	PSL	All	All depths	641.000	Active
V	AND RANCH LP - ST	LEGEND NATURAL			TX.				_				
Sateway 34	TX MF 111869G	GAS IV LP	Sep 01 2010	882-505	Reeves	34	53	3567	PSL	All	All dooths	044.000	Wasterie /
and may on	MICHELLE E	Grad IV EF	36p 01 2010	002-000	1.ceves	04	00	5507	FGL	ZII	All depths	641,000	Active
	JORDAN - ST TX MF	LEGEND NATURAL			TX.								







EXHIBIT A

PROSPECT	LESSOR	LESSEE	LEASE & EFFECTIVE DATE	PAGE /	STATE /	SECTION	DI GOLL			LEGAL	DESCRIPTIVE	GROSS	LEASE
TROSI LOT	PAMELA PARKER	LEGGEE	DATE	DOCUMENT	COUNTY	SECTION	BLOCK	ABSTRACT	SURVEY	DESCRIPTION	DEPTH	ACRES	STATUS
	CLIFTON - ST TX MF	LEGEND NATURAL			TX				1				
Gateway 34	111869A	GAS IV LP	Sep 01 2010	002 025	17.00.00	24	co	0507	no.	Laure Control	VWVST-VST-V	Transporter Company	
Cateway 54	ROBBIN LEE	GMS IV LF	Sep 01 2010	002-025	Reeves	34	53	3567	PSL	All	All depths	641.000	Active
	YOUNG - ST TX MF	LEGEND NATURAL	1211112 20112 2011	0000000	TX.	c=25		Contraction of the Contraction o	- 20				
Gateway 34	111869D	GAS IV LP	Sep 01 2010	882-655	Reeves	34	53	3567	PSL	All	All depths	641.000	Active
Howlin Wolf	LOWE ROYALTY	ENDURANCE											
Blk 53 Sec	PARTNERS LP - ST	RESOURCES			TX,	1		_	PSL/LL				
35	TX MF 117612	HOLDINGS II LLC	Jul 15 2015	1202-0403	Reeves	35	53	3467	FORD	S/2 & NE/4	All depths	480,000	Active
		ENDURANCE						-		OL GITTO	Irai depairs	400,000	ACIIVE
Gateway fna	LOWE ROYALTY	RESOURCES			TX.							1	
Cottonwood	PARTNERS LP	HOLDINGS II LLC	Jul 15 2015	1202-0403	Reeves	36	53	2610	PSL	NUD	All deaths		200001 (0)
Howlin Wolf	LOWE ROYALTY	ENDURANCE	Jul 13 2013	1202-0403	Keeves	30	33	2010	PSL	N/2	All depths	320.000	Active
Blk 53 Sec	PARTNERS LP - ST	RESOURCES			TX								
37	TX MF 117612		1145 0045			2000	122	Armenta I	Later Co.	CASC .			
31		HOLDINGS II LLC	Jul 15 2015	1202-0403	Reeves	37	53	5968	PSL	W/2	All depths	320.000	Active
	ALLISON RENEE	erectorization and control of the co			_			1					
	PARKER - ST TX MF	LEGEND NATURAL			TX,							1	
Gateway 38	111869E	GAS IV LP	Sep 01 2010	882-615	Reeves	38	53	2981	PSL	All	All depths	641,000	Active
	J LOYD PARKER III -	LEGEND NATURAL			TX.							541.000	ridire
Gateway 38	ST TX MF 111869B	GAS IV LP	Sep 01 2010	882-605	Reeves	38	53	2981	PSL	All	All depths	641.000	Anthrop
	JAMES BEASLEY					-	-	2001	, or	7-01	All deputs	641.000	Active
	YOUNG III - ST TX	LEGEND NATURAL			TX.				1				
Gateway 38	MF 111869C	GAS IV LP	Sep 01 2010	002 645	Reeves	38	50	0004	001	200	12200 00	2010 200	
Catoway 50	MCCAMEY FARM	GAG IV LF	3ep 01 2010	002-040	Reeves	30	53	2981	PSL	All	All depths	641.000	Active
		because of the contract of the											
	AND RANCH LP - ST	LEGEND NATURAL	50 T0580048	100000000000000000000000000000000000000	TX,			1			_	1	
Gateway 38	TX MF 111869G	GAS IV LP	Sep 01 2010	882-595	Reeves	38	53	2981	PSL	All	All depths	641,000	Active
	MICHELLE E												
	JORDAN - ST TX MF	LEGEND NATURAL			TX.								
Gateway 38	111869F	GAS IV LP	Sep 01 2010	882-635	Reeves	38	53	2981	PSL	All	All depths	641,000	A meticina
-	PAMELA PARKER					-	-	2.001	1 01	- IAII	Air deputs	641.000	Active
	CLIFTON - ST TX MF	LEGEND NATURAL			TX.				1				
Gateway 38	111869A	GAS IV LP	Sep 01 2010	000 000	Reeves	38	60			36	GENERAL COST	145.500.004	
Galeway 50	ROBBIN LEE	GAS IV LF	3ep 01 2010	002-023	Reeves	38	53	2981	PSL	All	All depths	641.000	Active
		CONTRACTOR LA CO											
200 000	YOUNG - ST TX MF	LEGEND NATURAL	6 75-75-70	Littories Co.	TX,	A.,							
Gateway 38	111869D	GAS IV LP	Sep 01 2010	882-655	Reeves	38	53	2981	PSL	All	All depths	641,000	Active
		ENDURANCE											
GLO 53 Sec		RESOURCES			TX.								
39-46	ST TX MF 117884	HOLDINGS II LLC	Jan 05 2016	1260-0184	Reeves	39	53		PSI	All	All depths	641,000	Antium
										7 111	7 iii dopiiia	041.000	VICTIAR
		ENDURANCE			TX.								
	1	RESOURCES			Culberson								
CLO Seed 40	ST TX MF 118107	HOLDINGS II LLC	Jul 19 2016			40	60	0054	Day	200	2000 90	2500 000	
GLO SECT 40		HOLDINGS II LLC	Jul 19 2016		& Reeves	40	53	2654	PSL	All	All depths	641.000	Active
2012/12/2012	ALLISON RENEE	Property of the Control of the Contr			1000								
		LEGEND NATURAL			TX.	(
39-46	111869E	GAS IV LP	Sep 01 2010	882-615	Reeves	46	53	2657	PSL	All	All depths	641.000	Active
GLO 53 Sec	J LOYD PARKER III -	LEGEND NATURAL			TX,								
39-46	ST TX MF 111869B	GAS IV LP	Sep 01 2010	882-605	Reeves	46	53	2657	PSL	All	All depths	641,000	Active
	JAMES BEASLEY								-	7 (01	rin depins	041.000	Melive
GLO 53 Sec	YOUNG III - ST TX	LEGEND NATURAL			TX.								
39-46		GAS IV LP	San 01 2010	982.645	Reeves	46	62	2057	DCI	A.0.	A11 -4	Man Day	
05-40		GAG IV LP	Sep 01 2010	002-040	reeves	40	53	2657	PSL	All	All depths	641.000	Active
	MCCAMEY FARM				400					,			
GLO 53 Sec		LEGEND NATURAL	CR SECURITY		TX,								
39-46		GAS IV LP	Sep 01 2010	882-595	Reeves	46	53	2657	PSL	All	All depths	641.000	Active
	MICHELLE E												
GLO 53 Sec	JORDAN - ST TX MF	LEGEND NATURAL			TX.								
39-46	111869F	GAS IV LP	Sep 01 2010	882-635		46	53	2657	PSL	All	All depths	641,000	Action
									· with	F mil	Irm depuis	041.000	nullye







EXHIBIT A LEASES

DDOSDE			EFFECTIVE	PAGE /	STATE /	100 m	100	1401615		LEGAL	DESCRIPTIVE	GROSS	RECOR
PROSPECT		LESSEE	DATE	DOCUMENT	COUNTY	SECTION	BLOCK	ABSTRACT	SURVEY	DESCRIPTION	DEPTH	ACRES	STATUS
01 0 50 5	PAMELA PARKER	A LONG TO THE REAL PROPERTY.											
GLO 53 Sec					TX,								
39-46	111869A	GAS IV LP	Sep 01 2010	882-625	Reeves	46	53	2657	PSL	All	All depths	641.000	Active
Mary Control of the Control	ROBBIN LEE	THE RESIDENCE OF THE PARTY OF T			1						-		
GLO 53 Sec	YOUNG - ST TX MF	LEGEND NATURAL	The state of the s		TX,	1	1	1					
39-46	111869D	GAS IV LP	Sep 01 2010	882-655	Reeves	46	53	2657	PSL	All	All depths	641,000	Activo
	ALLISON RENEE										The state of the s	071.000	rionro
	PARKER - ST TX MF	LEGEND NATURAL			TX.	1				N/2, SW/4 &			
Gateway 38	111869E	GAS IV LP	Sep 01 2010	882-615	Reeves	47	53	3569	PSL	W/2 SE/4	All depths	561,000	WANTED TO
	J LOYD PARKER III -	LEGEND NATURAL			TX.		-	0000	I OL	N/2, SW/4 &	Andepuis	501.000	Active
Gateway 38	ST TX MF 111869B	GAS IV LP	Sep 01 2010	882.605	Reeves	47	53	3569	PSL		AW 45-40-		972
	JAMES BEASLEY	071011101	000012010	002-000	Keeves	47	55	2209	PSL	W/2 SE/4	All depths	561.000	Active
	YOUNG III - ST TX	LEGEND NATURAL			TV					27,000,000			
Gateway 38	MF 111869C	GAS IV LP	0. 0. 0.0		TX,	144	Garage Control		100	N/2 SW/4 &			
Gateway 30		GAS IV LP	Sep 01 2010	882-645	Reeves	47	53	3569	PSL	W/2 SE/4	All depths	561.000	Active
	MCCAMEY FARM					1					100000		
	AND RANCH LP - ST	LEGEND NATURAL			TX,				l	N/2, SW/4 &		l .	
Gateway 38	TX MF 111869G	GAS IV LP	Sep 01 2010	882-595	Reeves	47	53	3569	PSL	W/2 SE/4	All depths	561.000	Active
	MICHELLE E		(10 mm. 12 m) (10 m) (10 m)										
	JORDAN - ST TX MF	LEGEND NATURAL			TX,				1	N/2. SW/4 &		1	
Gateway 38	111869F	GAS IV LP	Sep 01 2010	882-635	Reeves	47	53	3569	PSL	W/2 SE/4	All depths	561.000	Activa
	PAMELA PARKER					marking as	-			THE GET	rui dopuis	001.000	MUNITE
	CLIFTON - ST TX MF	LEGEND NATURAL			TX.					N/2, SW/4 &			
Gateway 38	111869A	GAS IV LP	Sep 01 2010	882-625	Reeves	47	53	3569	PSL	W/2 SE/4	All donths	E01 000	W-41274
and the same of th	ROBBIN LEE	57.6.17.6.	000012010	002-020	1100103	47	00	3303	FOL	VV/2 SE/4	All depths	561,000	Active
	YOUNG - ST TX MF	LEGEND NATURAL			TX.				1				
Gateway 38	111869D	GAS IV LP	Sep 01 2010	002 055	Reeves	47	F.0.	0500	no.	N/2, SW/4 &	C252172 CDC	92300 C640	2007
Galeway 50	ALAN R ZEMAN - ST		36p 01 2010	002-000		41	53	3569	PSL	W/2 SE/4	All depths	561.000	Active
Cotomo 40				054 700	TX,	50		200000					
Gateway 48	TX MF114473D	PROPERTIES LP	May 24 2012	951-763	Reeves	48	53	3628	PSL	W/2 SW/4	All depths	80.000	Active
	ALLISON RENEE												
	PARKER - ST TX MF	LEGEND NATURAL			TX,					N/2, SE/4 & E/2			
Gateway 48	111869E	GAS IV LP	Sep 01 2010	882-615	Reeves	48	53	2980	PSL	SW/4	All depths	561.000	Active
		A second second											
	BARBARA												
	ELIZABETH												
	JOHNSON DODSON	PETROHAWK			TX.								
Gateway 48	- ST TX MF114473K	PROPERTIES LP	May 24 2012	956-404	Reeves	48	53	3628	PSL	W/2 SW/4	All depths	80.000	Active
	BILLIE NELL							0020	1.00	THE OTHER	All deptile	00,000	MCIIVE
	EASTLAND - ST TX	PETROHAWK			TX.								
Gateway 48	MF114473E	PROPERTIES LP	May 24 2012	051.755	Reeves	48	53	3628	PSL	W/2 SW/4	AW 200000		12/02/07/07
and the same	CHRISTINAC	THOTENTIESE	may 24 2012	001-100	1100103	40	00	3020	POL	VV/2 5VV/4	All depths	80.000	Active
	STAPLETON ET AL -	PETROHAWK			TX.								
Sateway 48	ST TX MF114473C	PROPERTIES LP	May 24 2012	051 740		40	F.0.	2000	001				
Saleway 40	31 1X MF 114473C	PROPERTIES LP	May 24 2012	951-746	Reeves	48	53	3628	PSL	W/2 SW/4	All depths	80.000	Active
	aranag 11 an												
		PETROHAWK			TX.) non		Local Value	1000				
Gateway 48	ST TX MF114473L	PROPERTIES LP	May 24 2012	956-396	Reeves	48	53	3628	PSL	W/2 SW/4	All depths	80.000	Active
	J LOYD PARKER III -	LEGEND NATURAL			TX,					N/2, SE/4 & E/2			
Sateway 48	ST TX MF 111869B	GAS IV LP	Sep 01 2010	882-605	Reeves	48	53	2980	PSL	SW/4	All depths	561,000	Active
	JAMES BEASLEY										- manpara	0011000	7101110
	YOUNG III - ST TX	LEGEND NATURAL			TX.					N/2, SE/4 & E/2			
Sateway 48	MF 111869C	GASIVLP	Sep 01 2010	882-645	Reeves	48	53	2980	PSL	SW/4	All depths	561,000	Anthen
	JAMES G		50p 5 . 2010				-	2.000	, JL	CANA	All deptilis	561.000	Active
	CRAWFORD - ST TX	PETROHAWK			TX.								
Sateway 48	MF114473M	PROPERTIES LP	May 24 2242	050 200		40	60	0000	000		GW GC NE	1555 See 1	
Jaceway 40		PROPERTIES LP	May 24 2012	900-388	Reeves	48	53	3628	PSL	W/2 SW/4	All depths	80,000	Active
	KARA L KEYZER ET	DETERMINA											
	AL - ST TX MF114473B	PETROHAWK PROPERTIES LP	May 24 2012		TX, Reeves	48	53	3628					
Sateway 48									PSL	W/2 SW/4			Active







EXHIBIT A LEASES

PROSPECT	LESSOR		LEASE & EFFECTIVE	BOOK / PAGE /	STATE /					LEGAL	DESCRIPTIVE	GROSS	RECOR
PROSPECT	LYNN SWIGART -	LESSEE	DATE	DOCUMENT	- LANGE STREET	SECTION	BLOCK	ABSTRACT	SURVEY	DESCRIPTION	DEPTH	ACRES	STATUS
Gateway 48	ST TX MF114473A	PETROHAWK PROPERTIES LP	May 24 2012	951-729	TX, Reeves	48	53	3628	PSL	W/2 SW/4	All depths	80.000	Active
Gateway 48	MCCAMEY FARM AND RANCH LP - ST TX MF 111869G	LEGEND NATURAL GAS IV LP	Sep 01 2010	882-595	TX, Reeves	48	53	2980	PSL	N/2, SE/4 & E/2 SW/4	All depths	561.000	Active
Gateway 48	MICHELLE E JORDAN - ST TX MF 111869F	LEGEND NATURAL	Sep 01 2010	002 625	TX, Reeves	48	53	2000		N/2, SE/4 & E/2			
Outerray 40	PAMELA PARKER CLIFTON - ST TX MF		Sep 01 2010	002-033	TX,	40	53	2980	PSL	SW/4 N/2. SE/4 & E/2	All depths	561.000	Active
Gateway 48	111869A RACHEL MORTON	GAS IV LP	Sep 01 2010	882-625	Reeves	48	53	2980	PSL	SW/4	All depths	561.000	Active
Gateway 48	NIXON ET AL - ST TX MF114473J ROBBIN LEE	PETROHAWK PROPERTIES LP	May 24 2012	955-216	TX, Reeves	48	53	3628	PSL	W/2 SW/4	All depths	80.000	Active
Gateway 48	YOUNG - ST TX MF 111869D RONALD DAVID	LEGEND NATURAL GAS IV LP	Sep 01 2010	882-655	TX, Reeves	48	53	2980	PSL	N/2, SE/4 & E/2 SW/4	All depths	561.000	Active
Gateway 48	COODY ET AL - ST TX MF114473I	PETROHAWK PROPERTIES LP	May 24 2012	955-207	TX, Reeves	48	53	3628	PSL	W/2 SW/4	All depths	80.000	Active
Gateway 48	ROSS A GILSON ET AL - ST TX MF114473H	PETROHAWK PROPERTIES LP	May 24 2012	955-190	TX, Reeves	48	53	3628	PSL	W/2 SW/4	All depths		Active
Gateway 48	WILLIAM KINARD CROUCH - ST TX MF114473N	PETROHAWK PROPERTIES LP	May 24 2012		TX. Reeves	48	53	3628	PSL	W/2 SW/4	All depths		Active
Gateway 48	WILLIAM MILTON BEVILL ET AL - ST TX MF114473F	PETROHAWK PROPERTIES LP	May 24 2012		TX. Reeves	48	53	3628	PSL	W/2 SW/4	All depths		Active
Gateway 48	WORTH W ROSS ET AL - ST TX MF114473G	PETROHAWK PROPERTIES LP	May 24 2012	955-181	TX, Reeves	48	53	3628	PSL	W/2 SW/4	All depths		Active
Orbison 28	BLAKE OIL AND GAS CORPORATION	PETROHAWK PROPERTIES LP	Oct 05 2011		TX, Reeves		56	5016	PSL	E/2 SE/4 & SW/4 SE/4	Surface to 100' below the deepest producing interval	120.000	
Orbison 28	CARTER JONOTHAN COLEMAN - ST TX MF 117757	PETROHAWK PROPERTIES LP	Aug 30 2011	907-211	TX, Reeves	28	56	5967	PSL	N/2 NE/4 & SE/4 NE/4	All depths	119.780	Active
Orbison 28	CARTER JONOTHAN COLEMAN - ST TX MF 117757	PETROHAWK PROPERTIES LP	Aug 30 2011	907-211	TX, Reeves	28	56	5704	PSL	W/2	All depths	319.140	Active
Orbison 28	BANK OF AMERICA, N.A., TRUSTEE OF THE CHARLES R, MEEKER TRUST, U/A DATED JULY 6, 1992, AMENDED AND RESTATED JUNE 5, 1998	PETROHAWK PROPERTIES LP	Apr 28 2011	882-197		28	56	5967	PSL	N/2 NE/4 & SE/4 NE/4	Surface to the stratigraphic equivalent of the base of the Wolfcamp Formation	119.780	
Orbison 28	DAVID R SCYOC	PETROHAWK PROPERTIES LP	Nov 01 2011	913-371	TX, Reeves	28	56	5016	PSL	E/2 SE/4 & SW/4 SE/4	All depths	120.000	Active







LEASES

			LEASE &	BOOK / PAGE /	STATE /				Series de la constitución de la	LEGAL	DESCRIPTIVE	GROSS	RECOR
PROSPECT	LESSOR	LESSEE	DATE	DOCUMENT		SECTION	вьоск	ABSTRACT	SURVEY	DESCRIPTION		ACRES	STATU
Orbina 20	E L GARRISON TRUST; JOYCE THOMAS INDIVIDUALLY AND TRUSTEE	PETROHAWK			TX,							AUNES	SIAIU
Orbison 28	FRANCES A	PROPERTIES LP	Feb 08 2011	878-804	Reeves	28	56	5875	PSL	S/2 NW/4 SE/4	All depths	20.000	Active
Orbison 28	POLLARD - DECEASED - ST TX MF 117757	PETROHAWK PROPERTIES LP	Aug 30 2011	907-220	TX, Reeves	28	56	5967	PSL	N/2 NE/4 & SE/4 NE/4	All depths	119.780	Active
Orbison 28	FRANCES A POLLARD - DECEASED - ST TX MF 117757	PETROHAWK PROPERTIES LP	Aug 30 2011	907-220	TX. Reeves	28	56	5704	PSL	W/2	All depths	319.140	Action
	H L HAWKINS JR INC - ST TX MF	PETROHAWK			TX.				100	10012	Surface to 100' below the base of the Wolfcamp	319.140	Active
orbison 28	117757	PROPERTIES LP	Mar 03 2011	880-621	Reeves	28	56	5704	PSL	W/2	Formation	319.140	Active
Orbison 28	TRUSTEE	ENDURANCE RESOURCES LLC	Aug 31 2015	1197-0156	TX, Reeves	28	56	5967	PSL	N/2 NW/4 SE/4	Surface to 100' below the stratigraphic equivalent of the base of the Wolfcamp Formation	20.000	Active
rbison 28	117757	PETROHAWK PROPERTIES LP	Aug 30 2011	907-217	TX, Reeves	28	56	5967	PSL	N/2 NE/4 & SE/4 NE/4	All depths	119.780	
rbison 28		PETROHAWK PROPERTIES LP	Aug 30 2011	907-217	TX, Reeves	28	56	5704	PSL	W/2	All depths	319.140	
Orbison 28	LIFETIME BENEFIT OF L H MEEKER ET AL - ST TX MF	PETROHAWK PROPERTIES LP	Feb 09 2011		TX, Reeves		56	5967	PSL	N/2 NE/4 & SE/4 NE/4	Surface to 100' below the stratigraphic equivalent of the base of the Wolfcamp Formation	119.780	
rbison 28		PETROHAWK PROPERTIES LP	Feb 09 2011	886 608	TX,	28	56	5967	000	N/2 NE/4 &	Surface to 100' below the stratigraphic equivalent of the base of the Wolfcamp		
LOSOIT ZU			1 00 00 2011	000-000		20	50	J201	PSL	SE/4 NE/4	Formation	119,780	Active
rbison 28		PROPERTIES LP	Feb 09 2011	878-803	TX, Reeves	28	56	5858	PSL	SW/4 NE/4	All depths	40.000	Active
rbison 28		PROPERTIES LP	Feb 09 2011	878-806	TX, Reeves	28	56	5016	PSL	E/2 SE/4 & SW/4 SE/4	All depths	120.000	Active
rbison 28	ET UX	PETROHAWK PROPERTIES LP	Feb 09 2011	878-805	TX, Reeves	28	56	5016	PSL	E/2 SE/4 & SW/4 SE/4	All depths	120.000	
rbison 28		PETROHAWK PROPERTIES LP	Apr 11 2011	886-504	TX, Reeves	28	56	5016	PSL	E/2 SE/4 & SW/4 SE/4	All depths	120.000	Artive







EXHIBIT A LEASES

PROSPECT	LESSOR	LESSEE	LEASE & EFFECTIVE DATE	PAGE /	STATE /	SECTION	BLOCK	ADETHACE	SUBVEN	LEGAL	DESCRIPTIVE	GROSS	LEASE RECORD
PROSPECT	WILLIAM PERRY	LESSEE	DATE	DOCOMENT	COUNTY	SECTION	BLOCK	ABSTRACT	SURVEY	DESCRIPTION	DEPTH	ACRES	STATUS
	COLEMAN - ST TX	PETROHAWK			TX.				1	N/2 NE/4 &			1
Orbison 28	MF 117757	PROPERTIES LP	Aug 30 2011	007.214	Reeves	28	56	5967	PSL		***	774797	No. of Contract of
OTDISOTI 20	WILLIAM PERRY	PROPERTIES EF	Aug 30 2011	307-214	Reeves	20	56	2901	PSL	SE/4 NE/4	All depths	119.780	Active
	COLEMAN - ST TX	PETROHAWK			TX.								
Orbison 28	MF 117757	PROPERTIES LP	A 20 0014	007.044		00			200	00000	99 9 mm		
Orbisuri 20	MF 11//0/	PROPERTIES LP	Aug 30 2011	907-214	Reeves	28	56	5704	PSL	W/2	All depths	319.140	Active
Orbison 28	WINDI GRIMES SOLE TRUSTEE OF THE AWP 1983 TRUST - ST TX MF 117758	PETROHAWK PROPERTIES LP	Feb 09 2011	886-506	TX, Reeves	28	56	5967	PSL	N/2 NE/4 & SE/4 NE/4	Surface to 100' below the stratigraphic equivalent of the base of the Wolfcamp Formation	119.780	Active
	La tangon Company Company	PETROHAWK	NATURAL PROPERTY AND ADDRESS OF THE PARTY AND	MANAGEMENT OF THE PARTY OF THE	TX.		1000	Wanter Control	The second		Name of the last		
Santana 29	DONNA J SPIVEY	PROPERTIES LP	Aug 12 2011	899-82	Reeves	29	56	2292	PSL	All	All depths	640.000	Active
	JANIS DEE	The Control of the Co											
	BOURLAND	PETROHAWK			TX,								
Santana 29	HELMEY	PROPERTIES LP	Aug 12 2011	899-73	Reeves	29	56	2292	PSL	All	All depths	640.000	Active
	JEFFERY ALLAN	PETROHAWK			TX,								
Santana 29	WILSON	PROPERTIES LP	Aug 12 2011	899-85	Reeves	29	56	2292	PSL	All	All depths	640.000	Active
	A DESCRIPTION OF THE PROPERTY OF	PETROHAWK	150 160 200	WWW.	TX,							1	
Santana 29	LEWIS KEITH LYNN	PROPERTIES LP	Aug 12 2011	899-64	Reeves	29	56	2292	PSL	All	All depths	640,000	Active
		PETROHAWK			TX,						The state of the s		7 101110
Santana 29	MARY HUEBSCH	PROPERTIES LP	Aug 12 2011	899-76	Reeves	29	56	2292	PSL	All	All depths	640.000	Active
	MICHAEL LYNN	PETROHAWK			TX.						T III GODANG	040,000	richted
Santana 29	BOURLAND	PROPERTIES LP	Aug 12 2011	899-67	Reeves	29	56	2292	PSL	All	All depths	640.000	Activo
		PETROHAWK			TX.			-	1 00		rin deputie	040.000	Metive
Santana 29	TIM WILSON	PROPERTIES LP	Aug 12 2011	899-70	Reeves	29	56	2292	PSL	All	All depths	640.000	Action
		PETROHAWK	7.000 700 200 71	000.10	TX.	2.0	00	22.02	I OL	CSIL	All deptits	040.000	Active
Santana 29	TOWANA SPIVEY	PROPERTIES LP	Aug 12 2011	899.61	Reeves	29	56	2292	PSL	All	All depths	640.000	Amthrea
Outname 20	WEETONA	PETROHAWK	7 tag 12 2011	000-01	TX.	2.0	00	EEGE	F GL	MI	All deputs	640,000	Active
Santana 29	STANLEY	PROPERTIES LP	Aug 12 2011	899.79	Reeves	29	56	2292	PSL	All	All depths	640.000	Anthon
Cumula ED	Corror Value 1	THO ENTILOU	110g 12 2011	000-10	1100403	20	50	2206	POL	MI	Surface to 100'	640.000	Active
Muddy Water 30	DONNA J SPIVEY - ST TX MF 112682H	PETROHAWK PROPERTIES LP	Feb 09 2011	880-593	TX, Reeves	30	56	2291	PSL	NE/4	below the base of the Wolfcamp Formation	160.000	Active
											Surface to 100'		
Muddy Water	DONNA J SPIVEY -	PETROHAWK			TX.				1		below the base of		
30	ST TX MF 112682H	PROPERTIES LP	Feb 09 2011	990 502	Reeves	30	56	2291	PSL	NW/4 SE/4	the Wolfcamp Formation		
50	JANIS DEE	PROPERTIES LP	F 60 09 2011	000-090	Keeves	30	00	2231	PSL	INVVIA SEIA	Surface to 100'	40.000	Active
Muddy Water	BOURLAND HELMEY - ST TX MF	PETROHAWK PROPERTIES LP	Feb 09 2011	880-579	TX, Reeves	30	56	2291	PSL	SW/4	below the base of the Wolfcamp Formation	160,000	Antino
	JANIS DEE	Tron military m	100 00 2011	000 010	1100103	00		2.2.01	I OL	OTTI	Surface to 100'	160.000	Active
	BOURLAND									NW/4 & E/2	below the base of		
Muddy Water		PETROHAWK	_		TX.			1		SE/4 & SW/4	the Wolfcamp		1
30	112682A	PROPERTIES LP	Feb 09 2011	880.579	Reeves	30	56	2291	PSL	SE/4 & SVV/4	Formation	280.000	# mall con
-	JANIS DEE	THOP ENTILO LP	1 00 00 2011	000-010	110000	00	00	2231	I OL	GE/4	Surface to 100'	280.000	Active
	BOURLAND										below the base of		
Muddy Water		PETROHAWK			TX.			1			the Wolfcamp		
30	112682A	PROPERTIES LP	Feb 09 2011	880.579	Reeves	30	56	2291	PSL	NW/4 SE/4	Formation	40.000	Amelican
<i>nu</i>	TEUDEA	PROPERTIES LP	F60 09 2011	000-079	1700AG2	50	00	2291	FOL.	1444/4 SE/4		40,000	Active
Muddy Water	JEFFERY ALLAN WILSON - ST TX MF	PETROHAWK			TX.						Surface to 100' below the base of		
30			Eab 00 0044	990 607		30	60	2204	Dei	NEW	the Wolfcamp	400.000	
ou .	112682D	PROPERTIES LP	Feb 09 2011	880-607	Reeves	30	56	2291	PSL	NE/4	Formation	160.000	Active



220/30



EXHIBIT A LEASES

PROSPECT	LESSOR	LESSEE	LEASE & EFFECTIVE DATE	BOOK / PAGE / DOCUMENT	STATE /	SECTION	ВLОСК	ABSTRACT	SURVEY	LEGAL DESCRIPTION	DESCRIPTIVE	GROSS ACRES	LEASE RECOR
Muddy Water 30	JEFFERY ALLAN WILSON - ST TX MF 112682D	PETROHAWK PROPERTIES LP	Feb 09 2011		TX, Reeves	30	56	2291	PSL	NW/4 SE/4	Surface to 100' below the base of the Wolfcamp Formation		Active
Muddy Water 30	JEFFERY ALLAN WILSON - ST TX MF 112682D	PETROHAWK PROPERTIES LP	Feb 09 2011	880-607	TX. Reeves	30	56	2291	PSL	NW/4 & E/2 SE/4 & SW/4 SE/4	Surface to 100' below the base of the Wolfcamp Formation	280.000	
Muddy Water	LEWIS KEITH LYNN ST TX MF 112682C	PETROHAWK PROPERTIES LP	Feb 09 2011	880-558	TX, Reeves	30	56	2291	PSL	NW/4 & E/2 SE/4 & SW/4 SE/4	Surface to 100' below the base of the Wolfcamp Formation		
Muddy Water	LEWIS KEITH LYNN ST TX MF 112682C	PETROHAWK PROPERTIES LP	Feb 09 2011		TX, Reeves	30	56	2291	PSL	NW/4 SE/4	Surface to 100' below the base of the Wolfcamp	280,000	
Muddy Water	MARY HUEBSCH -	PETROHAWK	15.77 15.77		TX,						Formation Surface to 100' below the base of the Wolfcamp		Active
Muddy Water	MARY HUEBSCH - ST TX MF 112682G	PETROHAWK PROPERTIES LP	Feb 09 2011		Reeves TX,	30	56	2291	PSL	NE/4	Formation Surface to 100' below the base of the Wolfcamp	160.000	
Muddy Water	MICHAEL LYNN BOURLAND - ST TX MF 112682B	PETROHAWK PROPERTIES LP	Feb 09 2011		Reeves	30	56	2291	PSL	NW/4 SE/4	Formation Surface to 100' below the base of the Wolfcamp		Active
Muddy Water	MICHAEL LYNN	PETROHAWK PROPERTIES LP	Feb 09 2011		TX. Reeves	30	56	2991	PSL	SW/4 NW/4 & E/2 SE/4 & SW/4 SE/4	Formation Surface to 100' below the base of the Wolfcamp	160.000	
Muddy Water	MICHAEL LYNN BOURLAND - ST TX	PETROHAWK PROPERTIES LP	Feb 09 2011		TX, Reeves	30	56	2991	PSL	NW/4 SE/4	Formation Surface to 100' below the base of the Wolfcamp Formation	280.000	
	TIM WILSON - ST TX MF 112682E	PETROHAWK PROPERTIES LP	Feb 09 2011	880-572	TX, Reeves	30	56	2291	PSL	NE/4	Surface to 100' below the base of the Wolfcamp Formation	160.000	
	TIM WILSON - ST TX MF 112682E	PETROHAWK PROPERTIES LP	Feb 09 2011	880-572	TX, Reeves	30	56	2291	PSL	NW/4 SE/4	Surface to 100' below the base of the Wolfcamp Formation	40.000	
	TIM WILSON - ST TX MF 112682E	PETROHAWK PROPERTIES LP	Feb 09 2011	880-572	TX, Reeves	30	56	2291	PSL	NW/4 & E/2 SE/4 & SW/4 SE/4	Surface to 100' below the base of the Wolfcamp Formation	280.000	
		PETROHAWK PROPERTIES LP	Feb 09 2011	880-600	TX, Reeves	30	56	2291	PSL	NE/4	Surface to 100' below the base of the Wolfcamp Formation	160.000	
		PETROHAWK PROPERTIES LP	Feb 09 2011		TX,		56		PSL	NW/4 SE/4	Surface to 100' below the base of the Wolfcamp Formation	40.000	





EXHIBIT A

PROSPECT	LESSOR	LESSEE	EFFECTIVE	BOOK / PAGE / DOCUMENT	STATE / COUNTY	SECTION	BLOCK	ABSTRACT	SURVEY	LEGAL DESCRIPTION	DESCRIPTIVE DEPTH	GROSS	RECORD STATUS
	WEETONA STANLEY - ST TX MF 112682F	PETROHAWK PROPERTIES LP	Feb 09 2011	880-586	TX, Reeves	30	56	2291	PSL	NE/4	Surface to 100' below the base of the Wolfcamp Formation	160.000	Active
Muddy Water	WEETONA STANLEY - ST TX MF 112682F	PETROHAWK PROPERTIES LP	Feb 09 2011	880-586	TX, Reeves	30	56	2291	PSL		Surface to 100' below the base of the Wolfcamp Formation	40.000	Active
Child Charles and the	DELA MINERALS INC - ST TX MF112396	PETROHAWK PROPERTIES LP	Jan 21 2011	878-760	TX, Reeves	32	56	2642	PSL	All	Surface to 100' below the base of the Wolfcamp Formation	640.000	
											TOTAL	13,045.152	







EXHIBIT A WELLS

WELL NAME	WELL#	STATE	COUNTY	OPERATOR	API NUMBER	WELL TYPE	SECTION	BLOCK	ABSTRACT	SURVEY	ACCOUNTING
Gateway 21 SWD	1	TX	Reeves	Endurance Resources LLC	42-389-34925	Injection	21	53	2651	PSL/HOPPER G	710008
State Gateway 22	2H	TX	Reeves	Endurance Resources LLC	42-389-34930	Producer	22	53		PSL / G Hopper / W M Hopper	710001
State Johnny Cash 23	2H	TX	Reeves	Endurance Resources LLC	42-389-35064	Producer	23	53		PSL / BRYAN WP	710005
State Gateway 38	5H	TX	Reeves	Endurance Resources LLC	42-389-35218	Waiting on Completion	38	53	2981 & 3569	PSL/Hopper WM	710011
Orbison 28	6H	TX	Reeves	Endurance Resources LLC	42-389-34995	Producer	28	56	5967	PSL/Meeker JR	710004
Santana 29	2H	TX	Reeves	Endurance Resources LLC	42-389-35266	Producer	29	56	2292	PSL/LYNN C A	710013
State Muddy Water 30	2H	TX	Reeves	Endurance Resources LLC	42-389-34985	Producer	30	56	2291	PSL/LYNN C A	710003
State BB King 32	2H	TX	Reeves	Endurance Resources LLC	42-389-34984	Producer	32	56	2642	PSL/HENRY AE	710002

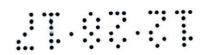




DOCUMENT NAME	CONTRACT DATE	GRANTOR	GRANTEE	COUNTY/STATE	LEGAL DESCRIPTION	BLOCK/ SECTION	SURVEY	WELLS
Road Access Easement		Pleasant Street Limited et al	Endurance Resources	Reeves County, Texas	SW/4 of Section 12	53-12	P5L	
THE STATE OF THE S	100000000000000000000000000000000000000	1	Holdings II LLC	Control Street Control	W/2 of Section 13	53-13		
Endurance Salt Water Disposal Agreement for Gateway 21 SWD	Nov 01 2015	Estate of J Loyd Parker III, Allison Renee Parker, Michelle Elise Parker Jordan, Pamela Parker Clifton, Christopher Matthew Clifton, Cale Andrew Clifton, Kelli Clifton Gossmann, McCamey Parm & Ranch LP, Robin Lee Young, Young Cottonwood Oil & Gas LP	Endurance Resources LLC & Endurance Resources Holdings II LLC	Reeves County, Texas	NE/4	53-21	PSL	Gateway 21 SWO
Road Use & Maintenance	Apr 04 2016	Annual Control of Delication and April	Endurance Resources	Reeves & Culberson	Section 21, Block 53, PSL Survey,	53-21	PSL	
Agreement			Holdings II LLC	County, Texas	Culberson County, Texas and ends at Texas Farm to Market road 2119 in Section 12, Block 53, PSL Survey, Reeves County, Texas	53-12		
Right-of-Way and Easement Agreement-Road	Sep 01 2015	Estate of J Loyd Parker III, Allison Renee Parker, Michelle Elise Parker Jordan, Pamela Parker Clifton, Christopher Matthew Clifton, Cale Andrew Clifton, Kelli Clifton Grossmann, McCarmey Farm & Ranch LP, Robin Lee Young, Young Cottonwood Oil and Gas LP	Endurance Resources Holdings II LLC	Reeves County, Texas	N/2 of Section 21 N/2 of Section 22 W/2 of Section 28 W/2 of Section 33 NW/4NW/4 of Section 40	53-21 53-22 53-28 53-33 53-40	PSL	State Gateway 22 2H State Gateway 21 SWD 1
Multi-Use Right-of-Way and asement Agreement	Mar 01 2016	Robert B Kornegay	Endurance Resources Holdings II LLC	Reeves County, Texas	NW/4	53-23	PSL	State Johnny Cash 23 2H
Multi-Use Right-of-Way and Easement Agreement	Jul 23 2015	Sandra K Metcalf	Endurance Resources Holdings II LLC	Reeves County, Texas	NW/4	53-23	PSL	State Johnny Cash 23 2H
ST TX GLO Miscellaneous Easement ME20150162	Jul 01 2015	State of Yexas General Land Office	Endurance Resources LLC	Reeves County, Texas	E/2 of Section 26 N/2 & E/2 of Section 23	53-26 53-23	PSL	State Johnny Cash 23 2H
ST TX GLO Miscellaneous	Jul 01 2015	State of Texas General Land Office	Endurance Resources LLC	Reeves County, Texas	E/2 of Section 26	53-26	PSL	State Johnny Cash 23 2H
asement ME20150163					N/2 & E/2 of Section 23	53-23	-	
ST TX GLO Miscellaneous Easement ME20150164	Jul 01 2015	State of Texas General Land Office	Endurance Resources LLC	Reeves County, Texas	E/2 of Section 26 N/2 & E/2 of Section 23	53-26 53-23	PSL.	State Johnny Cash 23 2H
T TX GLO Miscellaneous asement ME20150165	Jul 01 2015	State of Texas General Land Office	Endurance Resources LLC	Reeves County, Texas	E/2 of Section 26 N/2 & E/2 of Section 23	53-26 53-23	PSL	State Johnny Cash 23 ZH
Surface Use Agreement	Aug 20 2010	Pamela Parker Clifton, McCamey Farm & Ranch LP, J Loyd Parker III, Allison Renee Parker, Robbin Lee Young, James Beasley Young, Michelle E Jordan	Legend Natural Gas IV LP	Reeves & Culberson County, Texas	Cottonwood Ranch	Cottonwood Ranch	PSL	State Gateway 22 2H State Bis King 32 2H State Muddy Water 30 2H State Johnny Cash 23 2H Orbison 28 6H State Gateway 21 SWD 1
Right-of-Way Agreement	Sep 01 2015	Lowe Royalty Partners LP	Endurance Resources Holdings II LLC	Reeves County, Texas	S/2 & NE/4	53-35	PSL	
urface Use Agreement	Sep 01 2015	Lowe Royalty Partners LP	Endurance Resources Holdings II LLC	Reeves County, Texas	S/2 & NE/4	53-35	PSL	
urface Use and Drill Site	Mar 4 2016	The street of the state of the	Endurance Resources Holdings II LLC	Reeves County, Texas	NE/4	56-28	PSL	Orbison 28 6H

Page 1 of 3

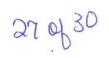




DOCUMENT NAME	CONTRACT DATE	CRANTOR	GRANTEE	COUNTYISTATE	LEGAL DESCRIPTION	BLOCK/SECTION	SURVEY	WELLS
orface Use and Drill Site		James Lawrence Meeker, Trustee of	Endurance Resources	Reeves County, Texas	NE/4	56-28	PSL.	Orbison 28 6H
Agreement	mai s toto	Callaghan 320 Trust	Holdings II LLC	1333300 TO 133300 TO 175	100			
Multi-Use Right-of-Way and	hil 38 3015	Donna J Spivey	Endurance Resources	Reeves County, Texas	All Sec 29, 30, 24 & 25	56-29	PSL	Santana 29 5H
and the second s	701 20 2015	Contra 3 Spiver	Holdings II LLC	Commence and Commence		56-30	05%	State Muddy Water 30 2H
asement Agreement			riololings in LLC			53-24		
						53-25		
		Janis Dee Helmey	Endurance Resources	Reeves County, Texas	All Sec 29, 30, 24 & 25	56-29	PSL	Santana 29 5H
Multi-Use Right-of-Way and	Jul 28 2015	Janis Dee Heimey		neeves county, result	741 300 23, 20, 24 14 23	56-30		State Muddy Water 30 2H
asement Agreement	l		Holdings II LLC			53-24		State Hiddely Trails, 55, 21,
						53-25		
				Married County Towns	All Sec 29, 30, 24 & 25	56-29	PSL	Santana 29 SH
Multi-Use Right-of-Way and	Jul 28 2015	Jeffery A Wilson	Endurance Resources	Reeves County, Texas	All 300 29, 30, 24 & 25	56-30	P.M.	State Muddy Water 30 2H
asement Agreement			Holdings II LLC		T	53-24		State Woody Water 20 211
						53-25	PSL	Santana 29 5H
Multi-Use Right-of-Way and	Jul 28 2015	Lewis K Lynn	Endurance Resources	Reeves County, Texas	All Sec 29, 30, 24 & 25	56-29	h2f	T. C.
Easement Agreement			Holdings II LLC			56-30		State Muddy Water 30 2H
						53-24		
						53-25		
Multi-Use Right-of-Way and	Jul 28 2015	Mary Huebsch	Endurance Resources	Reeves County, Texas	All Sec 29, 30, 24 & 25	56-29	PSL	Santana 29 5H
Easement Agreement	NAC AST BOOK	POLICE A COUNTY OF SOUTH	Holdings II LLC	1		56-30		State Muddy Water 30 2H
and the same of th			George Marie 1996			53-24		
						53-25		
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Page 2 of 3







DOCUMENT NAME	CONTRACT DATE	GRANTOR	GRANTEE	GOUNTY/STATE	LEGAL DESCRIPTION	BLOCK/ BECTION	SURVEY	WELLS
Cottonwood Ranch Orilling Operations & Management of Water Wells & Gravel Pits		Estate of J Loyd Parker III, Allison Renee Parker, Michelle Elie Parker Jordan, Pamela Parker Clifton, Christopher Matthew Clifton, Cale Andrew Clifton, Kelli Clifton Gossmann, McCamey Farm & Ranch LP, Robin Lee Young, Young Cottonwood Oil & Gas LP	Endurance Resources Holdings II LLC	Reeves & Cuiberson County, Texas	\$/2	53-41	PSL.	

Page 3 of 3







Exhibit A-2

None.



Exhibit B

Excluded Properties

1) Caliche & Water Sales Agreement, dated July 24, 2015, by and among Estate of J Loyd Parker III, Allison Renee Parker, Michelle Elise Parker Jordan, Pamela Parker Clifton, Christopher Matthew Clifton, Cale Andrew Clifton, Kelli Clifton Gossmann, McCamey Farm & Ranch LP, Robin Lee Young, Young Cottonwood Oil & Gas LP, Endurance Resources LLC, and Endurance Resources Holdings II LLC.

Inst No. 16-17147
DIANNE O. FLOREZ
COUNTY CLERK
2016 Dec 20 at 08:32 AM
REEVES COUNTY, TEXAS

520021 000006 18741008.5



TRUE & CORRECT
COPY OF
ORIGINAL FILED IN
REEVES COUNTY
CLERKS OFFICE

(44)

File No. MF 111869

HIST # 10548

Sate Filed: 3-5-18

George P. Bush, Commissionski

THE STATE OF TEXAS	
COUNTY OF REEVES I. Dianne O. Florez, Clerk of the County Court in and for said County and Stare do hereby certify that the foregoing is a true and correct copy of A A A A A A A A A A A A A A A A A A	
filed for record in my office this 20th day of 1000 at 8:30 ft M, under Clerk's Frie No. 16 - 7047 to be recorded in the	
Records of Reeves County, Texas.	
this day of NICE MINA. 20 Le.	
DIANNE O, FLOREZ, COUNTY CLERK	
By Deputy. REEVES COUNTY, TEXAS	
	:



May 22, 2018

CERTIFIED MAIL: 7011 1150 0001 2420 5547

Mr. Douglas Prieto Chief Commercial Officer Atlantic Resources Company, LLC 300 North Marienfield, Suite 1000 Midland, TX 79701

RE: Application to Surface Commingle Oil and Gas Production from State Mineral Leases MF112451, MF112452, MF113664, MF112682, MF118838, MF117754, MF117755, MF117756, MF117757, MF117758, MF112396, MF111869, MF114473, MF116893, MF117612, MF115616, MF116656, and MF118155 (Orbison 28 Unit, BB King 32 2H, State Clark 38-47 Unit, State Dagger 37-48 Unit, State Gateway 22 2H, State Gateway 37-48 #3H Unit, State Gateway 38 #2H, Johnny Cash 23 Unit, State Muddy Waters 30 2H) in Conjunction with Railroad Commission of Texas Commingling Permit N/A in Reeves County, Texas

Dear Mr. Prieto

The Texas General Land Office (GLO) received your application, dated March 2, 2018 as revised on May 4, 2018, to surface commingle oil and gas production from and to utilize gas lift with off-lease gas on the above State Mineral Leases. GLO staff have performed an administrative and technical review of your application.

On the condition that Atlantic Resources Company, LLC first satisfies all of the requirements set out in #1 - #15 on p.1 - 3 of this letter, then, in that event, the application is approved.

1. Per 31 Texas Administrative Code (TAC) §9.35(a)(2), all fluids produced from the wells to be commingled must flow "through oil and gas separators of ample capacity and in good working order...before sale or surface commingling with production from any other lease and/or pooled unit". Gross production shall be measured by single-phase oil, gas, and water meters installed at the separator outlets prior to sale or surface commingling.

Mr. Douglas Prieto May 22, 2018 Page #2

- 2. Per 31 TAC §9.35(a)(2), you are required to conduct all measurement "in accordance with the American Gas Association (AGA) standards and all applicable chapters of the American Petroleum Institute (API) Manual of Petroleum Measurement Standards (MPMS)". Measurement shall be conducted, per those standards, for both the quantity and quality of all fluid streams.
- 3. Sampling frequency shall be equal to or greater than the recommendation in MPMS 20.1 §1.11.3, as required for accurate allocation. Samples shall be taken at the outlets of each first separator stage, at each gas lift supply and distribution meter, and at all points of custody transfer. Industry standard laboratory analysis shall be performed on each sample, with sampling and analysis performed in compliance with MPMS 8.1, 8.2, 9.1, 14.1 and any other applicable chapters.
- 4. Meter proving, testing and calibration plans as required per MPMS 20.2 §5, §6.5.1, §7.5.1 and §7.5.3 shall be made available to GLO staff for inspection upon request.
- 5. All lease oil and gas production royalties shall be due based upon the terms in your lease, and royalty payments shall be made per 31 TAC §9.51. Note that royalty is also due on all non-sales hydrocarbon dispositions (e.g. flare, fuel, instrument, lift, and vent gas).
- 6. Processed gas allocation factors shall be calculated on a mass (molecular) balance basis, i.e. each processed gas component shall be allocated individually in accordance with the requirements in MPMS 20.1 §1.15.3. Non-processed gas allocation factors shall be calculated on an energy balance basis.
- 7. You shall retain, for lease audit purposes, all meter and test records, volume statements/reports, oil and gas sample/stream analysis reports, shrinkage/flash calculation reports, and any other documents within the scope of this commingling approval for a period of at least seven (7) years after creation of each document.
- 8. You shall obtain permission from GLO before making any changes to the flow process or metering scheme, adding leases or wells to the list of those being commingled, or making any other material change to the commingling application as approved by this letter.
- 9. You shall obtain approval of your pending surface commingling permit application from the Railroad Commission of Texas, if applicable, and provide GLO with a copy within ten days of its approval.
- 10. You shall calculate all allocation factors on a proportional basis, i.e. gross (metered) lease production divided by gross (metered) commingled production. You shall not allocate by difference. The term production as used in this condition shall be defined as appropriate (i.e. volume, mass, energy) for each allocated phase (e.g. see Condition 6).

Mr. Douglas Prieto May 22, 2018 Page #3

- 11. You shall continuously meter the gas lift supply to each well and the gas that passes through any other gas lift supply and distribution meter.
- 12. You shall account for the presence of any lift and/or buyback gas that is produced along with in situ reservoir gas at the allocation meters when calculating gas allocation factors: this accounting shall be by mass balance (processed gas components) and by energy balance (non-processed gas) as appropriate (see also Condition 6).
- 13. You shall sample and analyze, in the manner specified by Condition 3, the flare on each lease for which gas is not being sold through the allocation meter until such time as sufficient gas is being sold through the allocation meter to allow sampling at that location. At that time, the allocation meter analysis may be used for the flare.
- 14. You shall allocate and pay royalty on hydrocarbon liquids collected at the Lowe Compressor Station ("Lowe liquids") as oil.
- 15. You shall allocate all buyback, fuel and lift gas in the manner specified by Condition 6. Shrink shall be subtracted from gross energy content before computing residue allocation factors. Total residue to be allocated shall be the quantity reported on the processing plant settlement statement. Buyback allocation factors shall be determined using the quantities and analyses measured at the individual lease meters.

Please be advised that you have an ongoing obligation to maintain compliance with these standards and conditions. GLO staff will verify compliance during periodic financial audits, which will include, but are not limited to, independent allocation verification studies. GLO reserves the right to validate or question your measurement and detailed allocation methodology based on our own analysis.

If you have further questions, please feel free to contact me at tom.ortiz@glo.texas.gov or 512-463-5296.

Sincerely

Thomas Manuel Ortiz, Ph.D., P.E.

Petroleum Engineer

TMO/tmo

cc: Dale Sump, Director of Minerals Audit

Request for Information

Atlantic Resources RRC NA

- Please revise your process flow diagrams to show all equipment from wellhead(s) to custody
 transfer for each phase (oil, gas, water) produced from each lease. Due to the complexity of this
 commingle, multiple diagrams are required. However, one diagram for each lease should show
 all wellheads, gas injection meters, separators, treaters and other vessels, tanks, flowlines
 (including lines indicating where lease gas is being contributed to fuel and flare streams) and all
 other flowmeters necessary to characterize gross production from the lease.
 - a. Gross production from a well/lease is typically measured using a set of single-phase oil, gas and water meters installed at the outlet of the first separator stage. You are proposing instead to meter oil post-shrinkage, which means that you must account for all gas evolved from all vessels from wellhead to the point(s) at which gas leaves the lease. As such, gross gas production is not equal to the quantities measured at the meters labeled "Sales meter" on Figures 2 13: gross production also includes lease flared gas and all lease gas being contributed to fuel or lift gas streams. Inclusion of these additional streams will affect the allocation factors computed for each lease.
 - b. Despite the fact that oil is not being commingled, the above described scheme is required in order to balance mass on each lease. All gas dispositions are royalty due.
 - c. Please ensure each meter and other piece of equipment is uniquely labeled, and use those labels to refer to the equipment in your process narrative.
- 2. The same allocation factors calculated using ratios of lease gross (metered) production to total gross (metered) production, where production is defined on either a mass (NGL) or energy (residue) basis must be used to allocate gas sold to ECMS, and commingled fuel and flared gas.
 - a. You will also need to compute a mixture gas composition at the amine plant inlet in order to properly allocate back to the treated leases (Allocation B tier), on a component (mass) and energy basis since the inlet and outlet compositions will differ. Please explicitly show the work for this step in your example.
 - b. No allocation of any gas stream (including lift) may be done by volume: only by mass (NGL) and energy (residue). You are currently calculating allocation factors for NGL components by volume and then converting those volumes to gallons, which is incorrect. You are also allocating plant fuel and buyback by volume, which is incorrect. Buyback, plant fuel, and residue are all essentially dry, pipeline quality gas and must be allocated by energy balance; NGL component allocation factors must be calculated by mass (i.e. theoretical gallons of liquid, since the liquid densities of each purity product will be constant).
 - c. Please provide a copy of the processing plant settlement statement used to generate these example allocation values.
 - d. You appear to be allocating buyback equally to each lease, which is incorrect since not every lease utilizes the same amount of fuel or gas lift gas, and by volume, which is incorrect. All buyback (which is used exclusively for fuel and lift gas) must be allocated on the basis of gross lease (metered) energy to total buyback gross (metered) energy.
 - e. Please work exclusively in engineering units (mass, volume, energy), rather than in monetary units (dollars). I do not need to balance payments, only mass and energy.

- f. Your gas compositions and heating values have been determined on a dry basis. Please use a dry basis for all calculations.
- 3. In general, no deductions or fees other than plant fuel (defined as the fuel required to run the refrigeration equipment used to directly extract liquefiable hydrocarbons from raw gas) are allowed. Your lease is the controlling document in this regard. I encourage you to be certain that any claimed deductions are valid by contacting Dale Sump at 512-463-2921.
- 4. Please revise your process narrative to follow each phase (oil, gas, water) through each uniquely labeled piece of equipment on your process flow diagram for each lease. Please ensure that the phase of each inlet and outlet stream has been properly color-coded (see below for revised color scheme) and that each vessel has no more than one oil, gas, or water output. That level of detail is most appropriate for these diagrams, which require GLO auditors and field inspectors to trace the volumes of all fluids.
 - a. Please use the following color scheme for flowlines:
 - i. Black = Full Well (i.e. Multi-Phase) Stream
 - ii. Green = Separated Oil Stream
 - iii. Red = Separated Gas Stream
 - iv. Blue = Separated Water Stream
 - v. Separated streams that pass through multiple vessels (e.g. oil that passes through a high pressure separator, then a heater/treater) is coded as a separated stream (e.g. green) from the point at which it is first separated until it is finally sold or otherwise disposed of.
- Please clarify the purpose of the facilities shown in Figure 5. This figure is not discussed in your process narrative.
- 6. Please clarify which measurement (hand gauging or LACT meter) is used to determine lease oil volumes.
- 7. Please confirm whether hydrocarbon liquids (condensate) are dropping out of the raw gas stream at the Lowe Compressor Station before the gas is sold to ECMS. Exhibit D shows liquids being metered, and Figure 14 indicates that the liquid meter is out of service. Any recovered condensate must be allocated back to the leases as oil.
- 8. Please include your proposed flow process and metering scheme for the Allman 24 1H on your process flow diagrams and discuss it in your process narrative. By rule, you should have submitted all of this information for every lease at the pre-completion stage, rather than after commingling had begun.
- 9. Please clarify, in terms of mass and energy, that all fuel and flare gas are being included in the royalty due quantities for each lease in your allocation example.

McElroy, Sullivan, Miller & Weber, L.L.P.

Attorneys at Law

MAILING ADDRESS

P.O. BOX 12127 AUSTIN, TX 78711 1201 SPYGLASS DRIVE SUITE 200 AUSTIN, TX 78746 WWW.MSMTX.COM TELEPHONE (512) 327-8111

FAX (512) 327-6566

May 4, 2018

Via Hand Delivery and Email to tom.ortiz@glo.texas.gov

Dr. Thomas Manuel Ortiz, Ph.D., P.E. Petroleum Engineer Texas General Land Office 1700 North Congress Avenue Austin, Texas 78701-1495

RE: MF112451, MF112452, MF113664 MF112682, MF118838, MF117754, MF117755, MF117756, MF117757, MF117758, MF112396, MF111869, MF111869, MF114473, MF116893, MF117612, MF115616, MF116656, MF118155, MF115616, MF116656, MF118155; request to surface commingle oil and gas production from various State mineral leases and private leases and for consent to inject gas lift gas, Reeves County, Texas; supplemental materials.

Dear Dr. Ortiz:

On behalf of Atlantic Resources Company, LLC, Atlantic Resources Holding Co., LLC, Atlantic Resources II Interests LLC, and North Reeves Development LLC (collectively, "Atlantic"), enclosed please find the following amended and supplemental materials submitted in response to your Request for Information of March 16, 2018 ("RFI"):

- · Process Flow Narrative and attachments:
 - Figures 1 through 12
 - Exhibit A Common Gas Gathering Line and Flow Diagram
 - Exhibit B Buyback Gas Line and Flow Diagram
 - Exhibit C Buyback Gas Diagram
 - Exhibit D Common Gathering Line (simplified)
 - Exhibit E Amine Unit Allocation Flow Diagram
- · Allocation Process Narrative
- · Allocation Summary Spreadsheet
- EagleClaw Midstream Percent of Proceeds Statement dated 10/2017
- EagleClaw Midstream Clark Dagger Percent of Proceeds Statement dated 10/2017

The attached documents are submitted as supplemental materials in support of Atlantic's commingling application previously submitted to the GLO on March 2, 2018.

Dr. Thomas Manuel Ortiz, Ph.D., P.E. May 4, 2018 Page 2

In preparing these materials, Atlantic has endeavored to make modifications consistent with your requests as set forth in the RFI and your March 19, 2018 and April 16, 2018 discussions with Mike Banschbach.

Should you have any questions regarding these materials please do not hesitate to contact Mike Banschbach at (432) 686-7709.

Sincerely,

Matthew Baab Counsel for

Atlantic Resources Company, LLC

lel

MB/sm

cc: Dale Sump, Director of Minerals Audit (via hand delivery, with attachments)

Ken Mills (via hand delivery, with attachments)

Darlene Williams, Railroad Commission of Texas (via first class mail, w/o attachments)

Atlantic Resources Company, LLC

Mike Banschbach

McElroy, Sullivan, Miller & Weber, L.L.P.

Attorneys at Law

MAILING ADDRESS

P.O. BOX 12127 AUSTIN, TX 78711 1201 SPYGLASS DRIVE SUITE 200 AUSTIN, TX 78746 WWW.MSMTX.COM TELEPHONE (512) 327-8111

FAX (512) 327-6566

March 2, 2018

Via hand delivery and email to tom.ortiz@glo.texas.gov

Dr. Thomas Manuel Ortiz, Ph.D., P.E. Petroleum Engineer Texas General Land Office 1700 North Congress Avenue Austin, Texas 78701-1495

RE: GLO correspondence of February 5, 2018 re: MF103821, MF118838 (Armstrong State #1, RRC #233022); MF103820, MF118449, (GS State #1, RRC #223353); MF103820, (Roberts State #1); MF105848, (Brackenridge State 57-44#1, RRC #246223); MF116656, (Harrison State 56-37 #1, RRC # 248871) and (Harrison State 56-38 #3ST, RRC #226710);

Dear Dr. Ortiz:

My law firm represents Atlantic Resources Company, LLC ("ARC"). ARC is the operator for, and is submitting this letter on behalf of, Atlantic Resources Holding Co., LLC ("ARC I"), Atlantic Resources II Interests LLC ("ARC II"), and North Reeves Development LLC ("NRD"), the lessees of the GLO leases referenced herein. ARC, ARC I, ARC II and NRD are referred to collectively herein as "Atlantic." This letter is sent in response to your correspondence of February 5, 2018 to Douglas Prieto of Atlantic concerning the referenced wells.

As you know, Atlantic previously filed correspondence dated November 28, 2017 with the General Land Office ("GLO") seeking surface commingling authority for a number of wells, including the following six (6) vertical wells:

MF103821, MF118838 (Armstrong State #1, RRC #233022); MF103820, MF118449, (GS State #1, RRC #223353); MF103820, (Roberts State #1); MF105848, (Brackenridge State 57-44#1, RRC #246223); MF116656, (Harrison State 56-37 #1, RRC # 248871); and

MF116656, (Harrison State 56-38 #3ST, RRC #226710).

Atlantic previously included these six wells in its November 28, 2017 correspondence in contemplation of these wells being connected to an Atlantic gathering system and surface commingled in the future. However, no surface commingling of these wells is occurring at present.

Dr. Thomas Manuel Ortiz, Ph.D., P.E. March 2, 2018 Page 2

These vertical wells only produce gas with no oil or condensate. Custody transfer of all gas occurs at each respective lease, with gas being metered by check meters located on each lease. At present, Atlantic has no definite plans to connect these wells to its own gathering system or surface commingle any production before sales.

In light of these facts, all gas produced from these leases is being handled in a manner consistent with the applicable GLO leases and 31 Texas Administrative Code §9.35 and no commingling authority is required for the referenced wells. As such, it is Atlantic's belief that no further action should be required by the GLO or Atlantic regarding these leases at present. If Atlantic determines that it is necessary to surface commingle production from any of these wells in the future, it will seek commingling authority in accordance with GLO rules before surface commingling.

If the GLO requires further information regarding these wells, or should the GLO believe that commingling authority is required for any of these wells, please let me know so that Atlantic and the GLO may discuss this issue and Atlantic may supply such further information as may be necessary.

Thank you very much for your assistance with this matter. Should you have any questions regarding this matter, please do not hesitate to contact me.

Sincerely,

Matthew Baab

Counsel for

Atlantic Resources Company, LLC

lelle

MB/jam

cc: Dale Sump, Director of Minerals Audit (via hand delivery)

Ken Mills (via hand delivery)

Darlene Williams, Railroad Commission of Texas (via first class mail)

Atlantic Resources Company, LLC

6146636



RAILROAD COMMISSION OF TEXAS

1701 N. Congress P.O. Box 12967 Austin, Texas 78711-2967

APPLICATION FOR EXCEPTION TO STATEWIDE RULES (SWR) 26 AND/OR 27

Form P-17

Rev. 04/2015

New			
Amended	Exist	ing P	ermit No
Effective Mo			
Exception:			
District 08		Terri I	
County Reave	18		

SECTION 1.	OPERATOR INFORMATION								
Operator Nan	ne: Atlantic Resources Company, LL	С				Oper	ator P-5 No.: 038555	05	
	ress: P.O. Box 3759; Midland, TX 76	_						18	
SECTION 2.	GATHERER (of oil or conde	nsa	ate) INFORM	MATION (no	t requ	ired if 3b is	checked)	U	
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SECTION 7.	DENTIFY LEASES AS SHOW	N	ON COMMI	SSION RECO	ORDS	attach add	itional pages as needed)	
DISTRICT	RRC IDENTIFIER			ACTION			LEASE AND F	ELD NAME	WELL NO.
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08	Drig Permit #820440	L		■ Add		ete	State Dagger 37-48 / Fo		1H
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RAILROAD COMMISSION OF TEXAS OIL AND GAS DIVISION

FORM P-17 ATTACHMENT

ATTACHMENT FOR APPLICATION FOR EXCEPTION TO STATEWIDE RULES (SWR) 26 AND/OR 27

ISTRICT	RRC IDENTIFIER			A	CTION			LEASE AND FIELD NAME	WELL NO
08	280226	1	Existing	E	Add		Delete	Orbison 28 / Ford, West (Wolfcamp)	6H
08	281470	1	Existing		Add	T	Delete	Sanlana 29 / Ford, West (Wolfcamp)	2Н
08	279412	1	Existing	THE OWNER OF THE OWNER OF	Add	-	Delete	State Gateway 22 / Ford, West (Wolfcamp)	2H
08	282664	1	Existing		Add	F	Delete	State Gateway 38 / Ford, West (Wolfcamp)	2H
08	DP #823619	-	Existing		Add	-	Delete	State Gateway 37-48 / Ford, West (Wolfcamp)	3н
	280225		Existing		Add	+	Delete	State Johnny Cash 23 / Ford, West (Wolfcamp)	2H
08		+=			Add	+	-	State Muddy Waters 30 / Ford, West (Wolfcamp)	2H
80	279407	+=	Existing			+	Delete	Allman 24 / Ford, West (Wolfcamp)	
60	DP #828512		Existing		Add	┾	Delete	Allman 247 Ford, West (Wollcamp)	1H
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Atlantic Resources Company, LLC Process Narrative – Common Gas Gathering Line for the Texas General Land Office

Each of the eleven (11) gas well leases listed below have their own Central Tank Battery ("CTB"). Gross production (oil, water & gas) from each well is produced to its own separators, free water knock out ("FWKOs"), heater treaters and separately metered/measured. Oil is sold via truck from each CTB and never commingled. After metering, water is sent to an SWD through a common water line. Gas is metered prior to leaving each lease whether it is flared or sent to common gathering line. Please note that all flaring permits are active and that Atlantic Resources Company, LLC ("ARC") is in compliance with all regulations related thereto. For each lease below, tank vapor gas is gathered via vapor recovery units (each, a "VRU") and put into a sales gas line upstream of the applicable sales meter, as is more particularly described below. Please see attached Exhibit A, Common Gas Gathering Line and Flow Diagram and Exhibit D, ARC Common Gathering Line Diagram (simplified) for a depiction of the above described process.

GW/JC Amine Unit - Figure 1

Gas

For wells requiring sweetening, gas production is measured through a 4" meter run with total flow meter at individual wells, and then gas from these wells is commingled in a common gas gathering line and delivered to an amine facility. Prior to sweetening, the commingled gas stream goes through an inlet separator for removal of free liquids, and those liquids are sent to a storage tank. These liquids are sold as crude oil and allocated to each well based on the volume of crude production for each of the wells. Following sweetening, gas is metered through an 8" meter run (GM#8180024), is then commingled with gas from wells not requiring sweetening and after commingling goes through an 8" meter run to ECMS plant inlet (GM#111041). Buyback gas returned from ECMS is used for generator fuel and is measured via 2" meter run (GM#8180026), as is depicted in Exhibit E. Flared gas is also metered (GM#8180025).

State Gateway 22 2H - Figure 2

Oil

Gross oil production flows through multiple 2-phase separators, a FWKO and a heater treater. Oil is then sent to oil tanks, gauged daily via telemetry and sold through a lease automatic custody transfer ("*LACT*") into a truck and hauled off lease.

Water

Gross gas production flows through two 2-phase separators, a FWKO and a heater treater. Gas is measured through 4" meter run using a total flow meter (Allocation Meter #8180001), and is commingled with gas from two other wells, which after commingling flow through a common gas gathering line to an amine sweetening facility. Following sweetening, the commingled gas stream is metered through an 8" meter run (Amine Allocation Meter #8180024) and the commingled sweetened stream is further commingled with gas from wells not needing sweetening into a common gas gathering line. Gas then goes through Eagleclaw Midstream Ventures, LLC ("ECMS") 3-phase separation and compression, and then through an 8" meter run (Sales Meter #111041). Buyback gas purchased from ECMS (ECMS meter #511039) is commingled with gas from the Santana well (meter #818056) for use for all wells. Gas used for this well is measured via 2" meter #8180009, and is used for electric generator fuel, gas lift compressor fuel and gas lift gas injected downhole, all as depicted in Exhibit E. The volume of electric generator fuel and gas lift compressor fuel are determined by equipment specifications, and the volume of injected gas lift gas is determined by subtracting electric generator fuel and gas lift compressor fuel from meter #8180009. Beginning April 27, 2018, the injected gas lift gas will be metered using a meter run downstream of the gas lift gas compressor, and the volumes of electric generator fuel and gas lift compressor fuel will be determined by subtracting injected gas lift meter #8180010 from meter 8180009. Flared gas is metered by meter #8180002. A VRU is used to capture tank vapors, which are compressed and commingled with gas that has already been sent through the 2-phase separator and then the commingled stream flows through Allocation Meter #8180001. Please see attached Figure 2 for a detailed depiction of the State Gateway 22 CTB.

Each battery is equipped with a flare meter. There are three sources of gas that could potentially be flared: (a) 2-phase separator overhead, (b) FWKO overhead and (c) vapors from heater treaters. Normally, the pressure at which the FWKO operates is high enough to overcome the gathering system pressure, so FWKO vapors are commingled with 2-phase separator overhead and are sold through the allocation meter. Normally, the pressure at which the heater treater operates is not high enough to enable those vapors to flow through the allocation meter; however, ARC has considered removing the heater treaters because so little vapor is actually removed from the crude. The overwhelming majority of gas that flows through the flare meter comes from the 2-phase separator during an upset condition. ARC believes that obtaining an accurate sample of flared gas is problematic due to low pressures and intermittent flows, and that using the gas analysis of the Allocation Meter is representative of flared gas.

State Johnny Cash 23 2H – Figure 3

Oil

Gross oil production flows through multiple 2-phase separators, a FWKO and a heater treater. Oil is then sent to oil tanks, gauged daily via telemetry and sold through a LACT into a truck and hauled off lease.

Water

Gross gas production flows through two 2-phase separators, a FWKO and a heater treater. Gas is measured through 4" meter run using a total flow meter (Allocation Meter #8180019), and is commingled with gas from two other wells, which after commingling flow through a common gas gathering line to an amine sweetening facility. Following sweetening, the commingled gas stream is metered through an 8" meter run (Allocation Meter #8180024) and the commingled sweetened stream is further commingled with gas from wells not needing sweetening into a common gas gathering line. Gas then goes through Eagleclaw Midstream Ventures, LLC ("ECMS") 3-phase separation and compression, and then through an 8" meter run (Sales Meter #111041). Buyback gas purchased from ECMS (ECMS meter #511039) is commingled with gas from the Santana well (meter #818056) for use for all wells. Gas used for this well is measured via 2" meter #8180020, and is used for electric generator fuel, gas lift compressor fuel and gas lift gas injected downhole, all as depicted in Exhibit E. The volume of electric generator fuel and gas lift compressor fuel are determined by equipment specifications, and the volume of injected gas lift gas is determined by subtracting electric generator fuel and gas lift compressor fuel from meter #8180020. Beginning April 24, 2018, the injected gas lift gas will be metered using a meter run downstream of the gas lift gas compressor, and the volumes of electric generator fuel and gas lift compressor fuel will be determined by subtracting injected gas lift meter #8180022 from meter #8180020. Flared gas is metered by meter #8180021. A VRU is used to capture tank vapors, which are compressed and commingled with gas that has already been sent through the 2-phase separator and then the commingled stream flows through Allocation Meter #8180019. Please see attached Figure 3 for a detailed depiction of the State Johnny Cash 23 CTB.

Each battery is equipped with a flare meter. There are three sources of gas that could potentially be flared: (a) 2-phase separator overhead, (b) FWKO overhead and (c) vapors from heater treaters. Normally, the pressure at which the FWKO operates is high enough to overcome the gathering system pressure, so FWKO vapors are commingled with 2-phase separator overhead and are sold through the allocation meter. Normally, the pressure at which the heater treater operates is not high enough to enable those vapors to flow through the allocation meter; however, ARC has considered removing the heater treaters because so little vapor is actually removed from the crude. The overwhelming majority of gas that flows through the flare meter comes from the 2-phase separator during an upset condition. ARC believes that obtaining an accurate sample of flared gas is problematic due to low pressures and intermittent flows, and that using the gas analysis of the Allocation Meter is representative of flared gas.

Allman 24 6H – Figure 4

Oil

Gross oil production flows through multiple 2-phase separators, a FWKO and a heater treater. Oil is then sent to oil tanks, gauged daily via telemetry and sold through a LACT into a truck and hauled off lease.

Water

Gross gas production flows through two 2-phase separators, a FWKO and a heater treater. Gas is measured through 4" meter run using a total flow meter (Allocation Meter #8180039), and is commingled with gas from two other wells, which after commingling flow through a common gas gathering line to an amine sweetening facility. Following sweetening, the commingled gas stream is metered through an 8" meter run (Allocation Meter #8180024) and the commingled sweetened stream is further commingled with gas from wells not needing sweetening into a common gas gathering line. Gas then goes through Eagleclaw Midstream Ventures, LLC ("ECMS") 3-phase separation and compression, and then through an 8" meter run (Sales Meter #111041). Buyback gas purchased from ECMS (ECMS meter #511039) is commingled with gas from the Santana well (meter #818056) for use for all wells. Gas used for this well is measured via 2" meter #8180041, and is used for electric generator fuel, gas lift compressor fuel and gas lift gas injected downhole, all as depicted in Exhibit E. The volume of electric generator fuel and gas lift compressor fuel are determined by equipment specifications, and the volume of injected gas lift gas is determined by subtracting electric generator fuel and gas lift compressor fuel from meter #8180041. Beginning April 27, 2018, the injected gas lift gas will be metered using a meter run downstream of the gas lift gas compressor, and the volumes of electric generator fuel and gas lift compressor fuel will be determined by subtracting injected gas lift meter #8180052 from meter #8180041. Flared gas is metered by meter #8180040. A VRU is used to capture tank vapors, which are compressed and commingled with gas that has already been sent through the 2-phase separator and then the commingled stream flows through Allocation Meter #8180039. Please see attached Figure 4 for a detailed depiction of the Allman 24 CTB.

Each battery is equipped with a flare meter. There are three sources of gas that could potentially be flared: (a) 2-phase separator overhead, (b) FWKO overhead and (c) vapors from heater treaters. Normally, the pressure at which the FWKO operates is high enough to overcome the gathering system pressure, so FWKO vapors are commingled with 2-phase separator overhead and are sold through the allocation meter. Normally, the pressure at which the heater treater operates is not high enough to enable those vapors to flow through the allocation meter; however, ARC has considered removing the heater treaters because so little vapor is actually removed from the crude. The overwhelming majority of gas that flows through the flare meter comes from the 2-phase separator during an upset condition. ARC believes that obtaining an accurate sample of flared gas is problematic due to low pressures and intermittent flows, and that using the gas analysis of the Allocation Meter is representative of flared gas.

State Muddy Waters 30 2H – Figure 5

Oil

Gross oil production flows through multiple 2-phase separators, a FWKO and a heater treater. Oil is then sent to oil tanks, gauged daily via telemetry and sold through a LACT into a truck and hauled off lease.

Water

Gross gas production flows through multiple 2-phase separators, a FWKO and a heater treater. Gas is measured through 4" meter run using a total flow meter (Allocation Meter #8180008). Gas then flows into a common gas gathering line. Gas then goes through an additional 8" meter run to ECMS plant inlet (GM #111041). Buyback gas purchased from ECMS (ECMS meter #511039) is commingled with gas from the Santana well (meter #818056) for use for all wells. Gas used for this well is measured via 2" meter #8180012, and is used for electric generator fuel as is depicted in Exhibit C. Flared gas is also metered (GM #8180007). A VRU is used to capture tank vapors, which are compressed and commingled with gas that has already been sent through the 2-phase separator and then the commingled stream flows through Allocation Meter #8180008. If sweetening of gas is needed for this well, it will then be allocated the same as the wells currently going through amine (see Exhibit E for flow and Allocation Process Narrative). Please see attached Figure 5 for a detailed depiction of the State Muddy Waters 30 CTB.

Each battery is equipped with a flare meter. There are three sources of gas that could potentially be flared: (a) 2-phase separator overhead, (b) FWKO overhead and (c) vapors from heater treaters. Normally, the pressure at which the FWKO operates is high enough to overcome the gathering system pressure, so FWKO vapors are commingled with 2-phase separator overhead and are sold through the allocation meter. Normally, the pressure at which the heater treater operates is not high enough to enable those vapors to flow through the allocation meter; however, ARC has considered removing the heater treaters because so little vapor is actually removed from the crude. The overwhelming majority of gas that flows through the flare meter comes from the 2-phase separator during an upset condition. ARC believes that obtaining an accurate sample of flared gas is problematic due to low pressures and intermittent flows, and that using the gas analysis of the Allocation Meter is representative of flared gas.

Santana 29 2H - Figure 6

Oil

Gross oil production flows through multiple 2-phase separators, a FWKO and a heater treater. Oil is then sent to oil tanks, gauged daily via telemetry and sold through a LACT into a truck and hauled off lease.

Water

Gross water produced flows through multiple 2-phase separators, a FWKO and a heater treater. Water is then sent to water tanks where it is metered then sent to common water line to SWD.

Gas

Gross gas production flows through multiple 2-phase separators, a FWKO and a heater treater. Gas is measured through 4" meter run using a total flow meter (Allocation Meter #8180027) or sent to buyback line for all wells which is metered #8180056. Gas then flows through a common gas gathering line. Gas then goes through an additional 8" meter run to ECMS plant inlet (GM #111041). Buyback gas purchased from ECMS (ECMS meter #511039) is commingled with gas from the Santana well (meter #818056) for use for all wells. Gas used for this well is measured

via 2" meter #8180029, and is used for electric generator fuel, as is depicted in Exhibit C. Produced gas is used as supplemental gas for field use (GM #8180056). Flared gas is also metered (GM #8180028). A VRU is used to capture tank vapors, which are compressed and commingled with gas that has already been sent through the 2-phase separator and then the commingled stream flows through Allocation Meter #8180027. If sweetening of gas is needed for this well, it will then be allocated the same as the wells currently going through amine (see Exhibit E for flow and Allocation Process Narrative). Please see attached Figure 6 for a detailed depiction of the Santana 29 CTB. This is a Non-GLO well.

Each battery is equipped with a flare meter. There are three sources of gas that could potentially be flared: (a) 2-phase separator overhead, (b) FWKO overhead and (c) vapors from heater treaters. Normally, the pressure at which the FWKO operates is high enough to overcome the gathering system pressure, so FWKO vapors are commingled with 2-phase separator overhead and are sold through the allocation meter. Normally, the pressure at which the heater treater operates is not high enough to enable those vapors to flow through the allocation meter; however, ARC has considered removing the heater treaters because so little vapor is actually removed from the crude. The overwhelming majority of gas that flows through the flare meter comes from the 2-phase separator during an upset condition. ARC believes that obtaining an accurate sample of flared gas is problematic due to low pressures and intermittent flows, and that using the gas analysis of the Allocation Meter is representative of flared gas.

Orbison 28 6H - Figure 7

Oil

Gross oil production flows through multiple 2-phase separators, a FWKO and a heater treater. Oil is then sent to oil tanks, gauged daily via telemetry and sold through a LACT into a truck and hauled off lease.

Water

Gross water produced flows through multiple 2-phase separators, a FWKO and a heater treater. Water is then sent to water tanks where it is metered then sent to common water line to SWD.

Gas

Gross gas production flows through multiple 2-phase separators, a FWKO and a heater treater. Gas is measured through 4" meter run using a total flow meter (Allocation Meter #8180016). Gas then flows into a common gas gathering line. Gas then goes through an additional 8" meter run to ECMS plant inlet (GM#111041). Buyback gas purchased from ECMS (ECMS meter #511039) is commingled with gas from the Santana well (meter 818056) for use for all wells. Gas used for this well is measured via 2" meter #8180018, and is used for electric generator fuel, as is depicted in Exhibit C. Flared gas is also metered (GM #8180017). A VRU is used to capture tank vapors, which are compressed and commingled with gas that has already been sent through the 2-phase separator and then the commingled stream flows through Allocation Meter #8180016. If sweetening of gas is needed for this well, it will then be allocated the same as the wells currently going through amine (see Exhibit E for flow and Allocation Process Narrative). Please see attached Figure 7 for a detailed depiction of the Orbison 28 CTB.

Each battery is equipped with a flare meter. There are three sources of gas that could potentially be flared: (a) 2-phase separator overhead, (b) FWKO overhead and (c) vapors from heater treaters. Normally, the pressure at which the FWKO operates is high enough to overcome the gathering system pressure, so FWKO vapors are commingled with 2-phase separator overhead and are sold through the allocation meter. Normally, the pressure at which the heater treater operates is not high enough to enable those vapors to flow through the allocation meter; however, ARC has considered removing the heater treaters because so little vapor is actually removed from the crude. The overwhelming majority of gas that flows through the flare meter comes from the 2-phase separator during an upset condition. ARC believes that obtaining an accurate sample of flared gas is problematic due to low pressures and intermittent flows, and that using the gas analysis of the Allocation Meter is representative of flared gas.

State BB King 32 2H - Figure 8

Oil

Gross oil production flows through multiple 2-phase separators, a FWKO and a heater treater. Oil is then sent to oil tanks, gauged daily via telemetry and sold through a LACT into a truck and hauled off lease.

Water

Gross water produced flows through multiple 2-phase separators, a FWKO and a heater treater. Water is then sent to water tanks where it is metered then sent to common water line to SWD.

Gas

Gross gas production flows through multiple 2-phase separators, a FWKO and a heater treater. Gas is measured through 4" meter run using a total flow meter (Allocation Meter #8180004). Gas then flows into a common gas gathering line. Gas then goes through Eagleclaw Midstream Ventures, LLC ("ECMS") 3-phase separation and compression, and then through an 8" meter run (Sales Meter #111041). Buyback gas purchased from ECMS (ECMS meter #511039) is commingled with gas from the Santana well (meter #818056) for use for all wells. Gas used for this well is measured via 2" meter #8180013, and is used for electric generator fuel, gas lift compressor fuel and gas lift gas injected downhole, all as depicted in Exhibit C. The volume of electric generator fuel and gas lift compressor fuel are determined by equipment specifications, and the volume of injected gas lift gas is determined by subtracting electric generator fuel and gas lift compressor fuel from meter #8180013. Beginning April 27, 2018, the injected gas lift gas will be metered using a meter run downstream of the gas lift gas compressor, and the volumes of electric generator fuel and gas lift compressor fuel will be determined by subtracting injected gas lift meter# 8180015 from meter #8180013. Flared gas is metered by meter #8180005. A VRU is used to capture tank vapors, which are compressed and commingled with gas that has already been sent through the 2-phase separator and then the commingled stream flows through Allocation Meter #8180004. If sweetening of gas is needed for this well, it will then be allocated the same as the wells currently going through amine (see Exhibit E for flow and Allocation Process Narrative). Please see attached Figure 8 for a detailed depiction of the State BB King 32 CTB.

Each battery is equipped with a flare meter. There are three sources of gas that could potentially be flared: (a) 2-phase separator overhead, (b) FWKO overhead and (c) vapors from heater treaters. Normally, the pressure at which the FWKO operates is high enough to overcome the gathering system pressure, so FWKO vapors are commingled with 2-phase separator overhead and are sold through the allocation meter. Normally, the pressure at which the heater treater operates is not high enough to enable those vapors to flow through the allocation meter; however, ARC has considered removing the heater treaters because so little vapor is actually removed from the crude. The overwhelming majority of gas that flows through the flare meter comes from the 2-phase separator during an upset condition. ARC believes that obtaining an accurate sample of flared gas is problematic due to low pressures and intermittent flows, and that using the gas analysis of the Allocation Meter is representative of flared gas.

State Clark 38-47 1H – Figure 9

Oil

Gross oil production flows through multiple 2-phase separators, a FWKO and a heater treater. Oil is then sent to oil tanks, gauged daily via telemetry and sold through a LACT into a truck and hauled off lease.

Water

Gross water produced flows through multiple 2-phase separators, a FWKO and a heater treater. Water is then sent to water tanks where it is metered then sent to common water line to SWD.

Gas

Gross gas production flows through multiple 2-phase separators, a FWKO and a heater treater. Gas is measured through 4" meter run using a total flow meter (Allocation Meter #8180037). Gas then flows into a common gas gathering line. Gas then goes through an additional 8" meter run to ECMS plant inlet (GM#111041). Buyback gas purchased from ECMS (ECMS meter #511039) is commingled with gas from the Santana well (meter 818056) for use for all wells. Buyback gas measured via 2" meter #8180036 is used for electric generator fuel for both the Clark 38-47 1H CTB and Dagger 37-48 1H CTB generators. Buyback gas is also used for this well measured via 2" meter #8180055 for gas lift compressor fuel and gas lift gas injected downhole, all as depicted in Exhibit C. The volume for gas lift compressor fuel is determined by subtracting equipment specifications volume from gas lift gas injection meter #8180055. Flared gas is also metered (GM#8180038). A VRU is used to capture tank vapors. If sweetening of gas is needed for this well, it will then be allocated the same as the wells currently going through amine (see Exhibit E for flow and Allocation Process Narrative). Please see attached Figure 9 for a detailed depiction of the State Clark 38-47 CTB. As of January 20, 2018, well was put on electrical submersible pump ("ESP") and no longer injects gas for lift.

Each battery is equipped with a flare meter. There are three sources of gas that could potentially be flared: (a) 2-phase separator overhead, (b) FWKO overhead and (c) vapors from heater treaters. Normally, the pressure at which the FWKO operates is high enough to overcome the gathering system pressure, so FWKO vapors are commingled with 2-phase separator overhead and are sold through the allocation meter. Normally, the pressure at which the heater treater operates

is not high enough to enable those vapors to flow through the allocation meter; however, ARC has considered removing the heater treaters because so little vapor is actually removed from the crude. The overwhelming majority of gas that flows through the flare meter comes from the 2-phase separator during an upset condition. ARC believes that obtaining an accurate sample of flared gas is problematic due to low pressures and intermittent flows, and that using the gas analysis of the Allocation Meter is representative of flared gas.

State Dagger 37-48 1H – Figure 10

Oil

Gross oil production flows through multiple 2-phase separators, a FWKO and a heater treater. Oil is then sent to oil tanks, gauged daily via telemetry and sold through a LACT into a truck and hauled off lease.

Water

Gross water produced flows through multiple 2-phase separators, a FWKO and a heater treater. Water is then sent to water tanks where it is metered then sent to common water line to SWD.

Gas

Gross gas production flows through multiple 2-phase separators, a FWKO and a heater treater. Gas is measured through 4" meter run using a total flow meter (Allocation Meter #8180034). Gas then flows into a common gas gathering line. Gas then goes through an additional 8" meter run to ECMS plant inlet (GM#111041). Buyback gas purchased from ECMS (ECMS meter #511039) is commingled with gas from the Santana well (meter 818056) for use for all wells. Buyback gas measured via 2" meter #8180036 is used for electric generator fuel for both the Clark 38-47 1H CTB and Dagger 37-48 1H CTB generators. Buyback gas is also used for this well measured via 2" meter #8180054 for gas lift compressor fuel and gas lift gas injected downhole, all as depicted in Exhibit C. The volume for gas lift compressor fuel is determined by subtracting equipment specifications volume from gas lift gas injection meter #8180054. Flared gas is also metered (GM#8180035). A VRU is used to capture tank vapors, which are compressed and commingled with gas that has already been sent through the 2-phase separator and then the commingled stream flows through Allocation Meter #8180034. If sweetening of gas is needed for this well, it will then be allocated the same as the wells currently going through amine (see Exhibit E for flow and Allocation Process Narrative). Please see attached Figure 10 for a detailed depiction of the State Dagger 37-48 CTB. As of February 15, 2018, well was put on electrical submersible pump ("ESP") and no longer injects gas for lift.

Each battery is equipped with a flare meter. There are three sources of gas that could potentially be flared: (a) 2-phase separator overhead, (b) FWKO overhead and (c) vapors from heater treaters. Normally, the pressure at which the FWKO operates is high enough to overcome the gathering system pressure, so FWKO vapors are commingled with 2-phase separator overhead and are sold through the allocation meter. Normally, the pressure at which the heater treater operates is not high enough to enable those vapors to flow through the allocation meter; however, ARC has considered removing the heater treaters because so little vapor is actually removed from the crude. The overwhelming majority of gas that flows through the flare meter comes from the 2-

phase separator during an upset condition. ARC believes that obtaining an accurate sample of flared gas is problematic due to low pressures and intermittent flows, and that using the gas analysis of the Allocation Meter is representative of flared gas.

State Gateway 38 2H – Figure 11

Oil

Gross oil production flows through multiple 2-phase separators, a FWKO and a heater treater. Oil is then sent to oil tanks, gauged daily via telemetry and sold through a LACT into a truck and hauled off lease.

Water

Gross water produced flows through multiple 2-phase separators, a FWKO and a heater treater. Water is then sent to water tanks where it is metered then sent to common water line to SWD.

Gas

Currently gross well gas production flows through multiple 2-phase separators, a FWKO and a heater treater and through meter #8180031 and flared due to sour gas content. We are evaluating treatment options which will result in gas being metered (Allocation Meter #8180030), prior to leaving lease, and sent into a common gas gathering line. Upon sweetening facilities being installed, produced gas will be measured through a 4" meter run using a total flow meter (Allocation meter #8180030). Gas will then flow into a common gathering line. Gas will then go through an additional 8" meter run to ECMS plant inlet (GM#111041). Buyback gas purchased from ECMS (ECMS meter #511039) is commingled with gas from the Santana well (meter #818056) for use for all wells. Gas used for this well is measured via 2" meter #8180032, gas is used for electric generator fuel, gas lift compressor fuel and gas lift gas injected downhole, as is depicted in Exhibit C. The volume of electric generator fuel and gas lift compressor fuel are determined by equipment specifications, and the volume of injected gas lift gas is determined by subtracting electric generator fuel and gas lift compressor fuel from meter #8180032. approximately June 1, 2018, the injected gas lift gas will be metered using a meter run downstream of the gas lift gas compressor, and the volumes of electric generator fuel and gas lift compressor fuel will be determined by subtracting injected gas lift meter# 8180033 from meter #8180032. A VRU is used to capture tank vapors. Please see attached Figure 11 for a detailed depiction of the State Gateway 38 CTB.

Each battery is equipped with a flare meter. There are three sources of gas that could potentially be flared: (a) 2-phase separator overhead, (b) FWKO overhead and (c) vapors from heater treaters. Normally, the pressure at which the FWKO operates is high enough to overcome the gathering system pressure, so FWKO vapors are commingled with 2-phase separator overhead and are sold through the allocation meter. Normally, the pressure at which the heater treater operates is not high enough to enable those vapors to flow through the allocation meter; however, ARC has considered removing the heater treaters because so little vapor is actually removed from the crude. The overwhelming majority of gas that flows through the flare meter comes from the 2-phase separator during an upset condition. ARC believes that obtaining an accurate sample of flared gas is problematic due to low pressures and intermittent flows, and that using the gas analysis of the Allocation Meter is representative of flared gas.

State Gateway 37-48 3H – Figure 12

Oil

Gross oil production flows through multiple 2-phase separators, a FWKO and a heater treater. Oil is then sent to oil tanks, gauged daily via telemetry and sold through a LACT into a truck and hauled off lease.

Water

Gross water produced flows through multiple 2-phase separators, a FWKO and a heater treater. Water is then sent to water tanks where it is metered then sent to common water line to SWD.

Gas

Currently gross well gas production flows through multiple 2-phase separators, a FWKO and a heater treater and through meter 8180043 and flared due to sour gas content. We are evaluating treatment options which will result in gas being metered (Allocation Meter #8180042), prior to leaving lease, and sent into a common gas gathering line. Once produced gas is sent to sales, gas will go through an additional 8" meter run to ECMS plant inlet gas meter #111041). Buyback gas purchased from ECMS (ECMS meter #511039) is commingled with gas from the Santana well (meter #818056) for use for all wells. Gas used for this well is measured via 2" meter #8180044, and is used for electric generator fuel, gas lift compressor fuel and gas lift gas injected downhole, all as depicted in Exhibit C. A VRU is used to capture tank vapors. Please see attached Figure 12 for a detailed depiction of the State Gateway 37-48 CTB. As of February 29, 2018, well was put on ESP and no longer injects gas for lift.

Each battery is equipped with a flare meter. There are three sources of gas that could potentially be flared: (a) 2-phase separator overhead, (b) FWKO overhead and (c) vapors from heater treaters. Normally, the pressure at which the FWKO operates is high enough to overcome the gathering system pressure, so FWKO vapors are commingled with 2-phase separator overhead and are sold through the allocation meter. Normally, the pressure at which the heater treater operates is not high enough to enable those vapors to flow through the allocation meter; however, ARC has considered removing the heater treaters because so little vapor is actually removed from the crude. The overwhelming majority of gas that flows through the flare meter comes from the 2-phase separator during an upset condition. ARC believes that obtaining an accurate sample of flared gas is problematic due to low pressures and intermittent flows, and that using the gas analysis of the Allocation Meter is representative of flared gas.

Process Narrative – Buyback Gas Line Exhibit C

After produced gas is compressed and dehydrated by Eagle Claw at the Lowe Compressor Station, a portion of this gas is processed by a fuel conditioner. The gas downstream of the fuel conditioner is metered by Eagle Claw (GM 511039) and then commingled with a portion of the produced gas from the Santana well and sent to a field wide distribution line. The distribution line delivers the buyback gas to each CTB for fuel gas and well locations utilizing gas lift. Each

delivery point is separately metered prior to being used. Please see attached Exhibit B, Buyback Gas Line and Flow Diagram for a depiction of the above described process. Liquids from the fuel conditioner are commingled with other liquids recovered by Eagle Claw at the Lowe Compressor Station (Lowe Liquids, Eagle Claw meter 111040) and Eagle Claw pays ARC per the terms of the processing agreement.

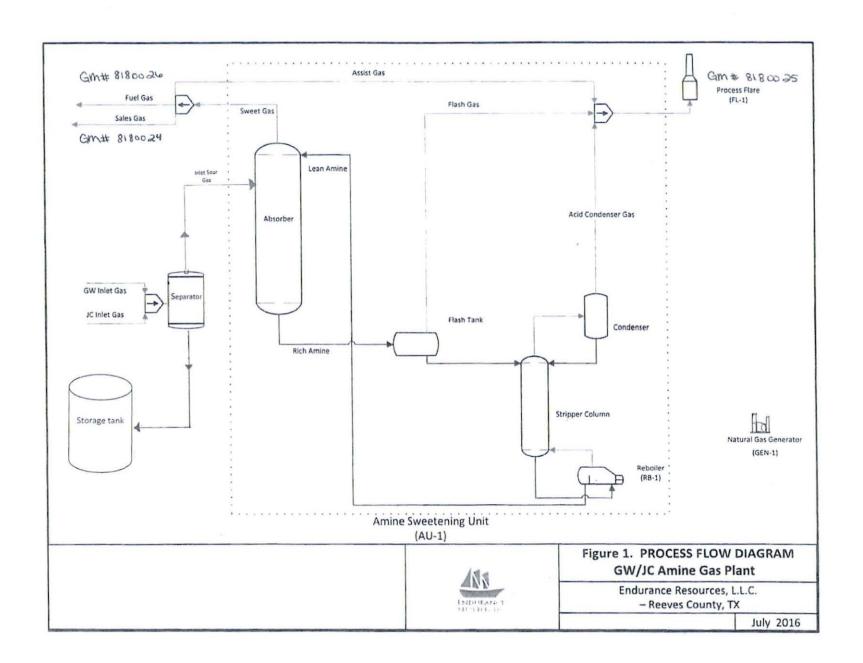
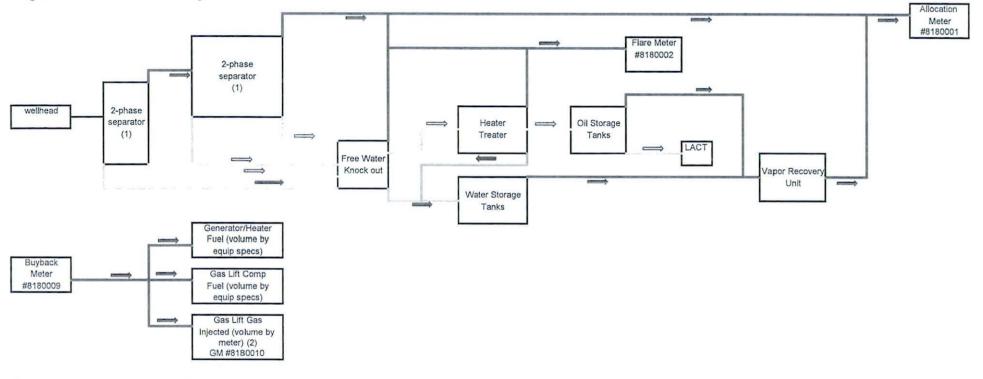


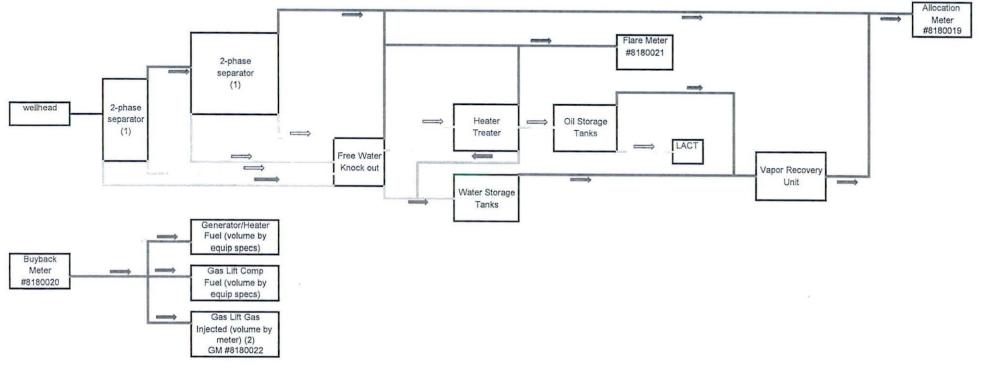
Figure 2 - State Gateway 22 CTB



⁽¹⁾⁻ oil and water leave as one commingled stream

⁽²⁾⁻ beginning April 27, 2018, injected gas lift gas will be metered, fuel volumes by difference

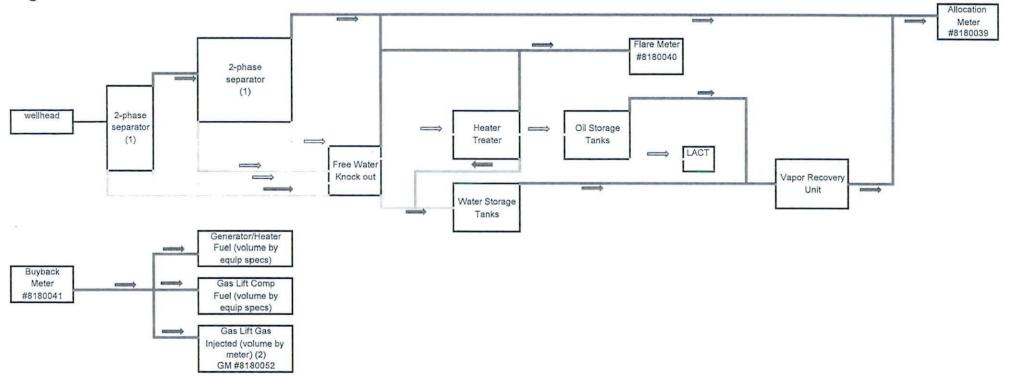
Figure 3 - State Johnny Cash 23 CTB



⁽¹⁾⁻ oil and water leave as one commingled stream

⁽²⁾⁻ beginning April 24th, injected gas lift gas will be metered, fuel volumes by difference

Figure 4 - Allman 24 CTB



⁽¹⁾⁻ oil and water leave as one commingled stream (2)- beginning April 27, 2018, injected gas lift gas will be metered, fuel volumes by difference

Figure 5 - State Muddy Waters 30 CTB

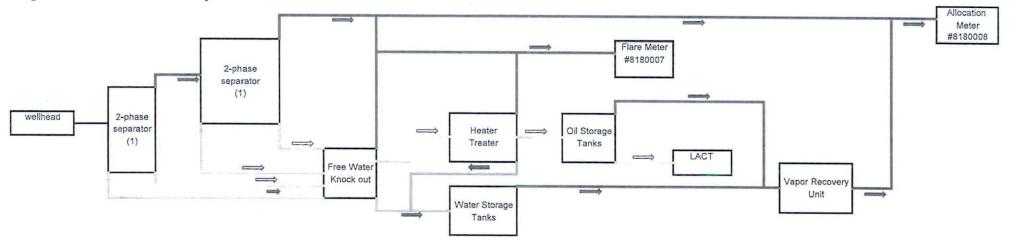




Figure 6 - Santana 29 CTB

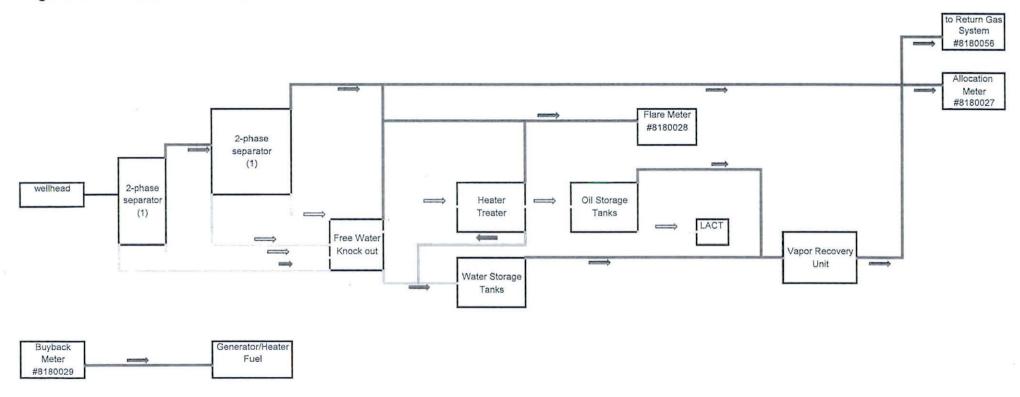


Figure 7 - State Orbison 28 CTB

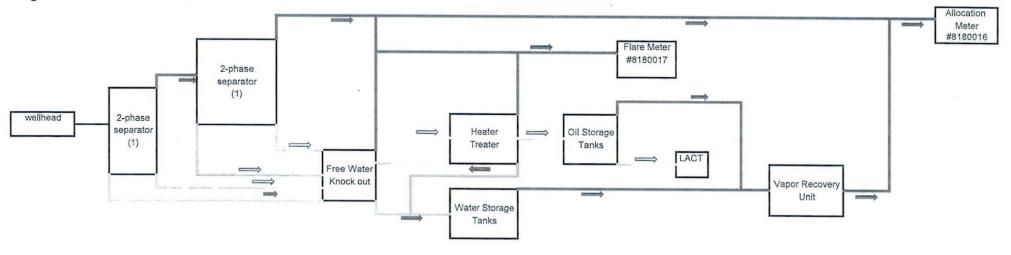
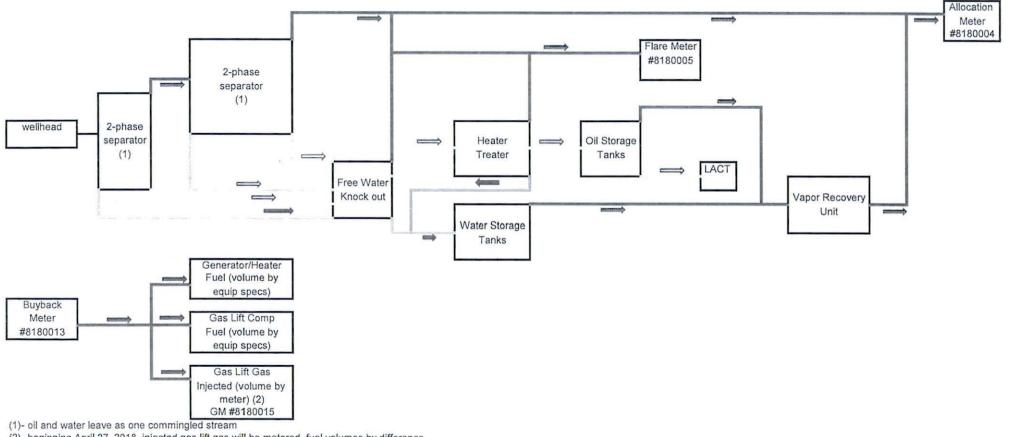


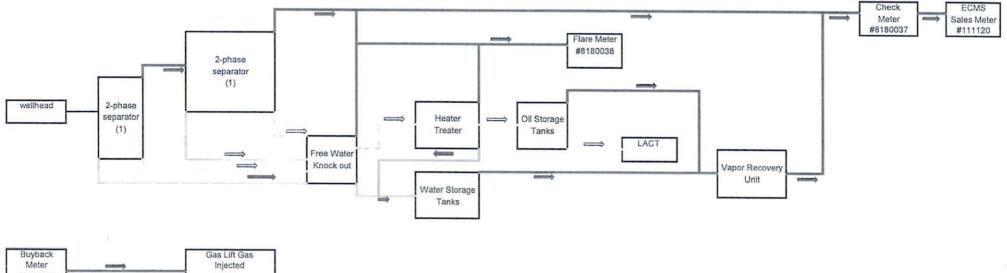


Figure 8 - State BB King 32 CTB



⁽²⁾⁻ beginning April 27, 2018, injected gas lift gas will be metered, fuel volumes by difference

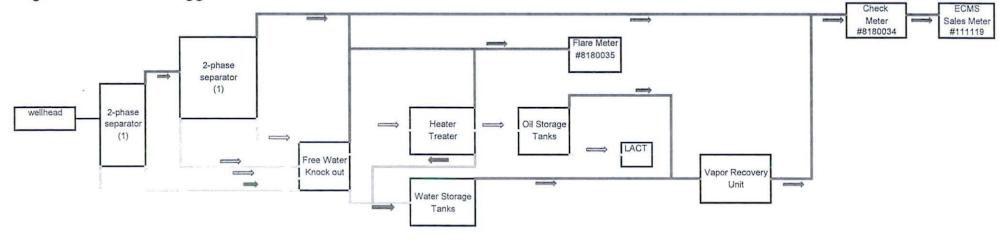
Figure 9 - State Clark 38-47 CTB

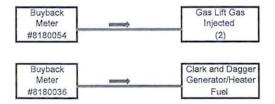




⁽²⁾⁻ beginning February 15, 2018, well converted to ESP, gas lift gas no longer injected, meter #8180055 measuring ESP generator fuel

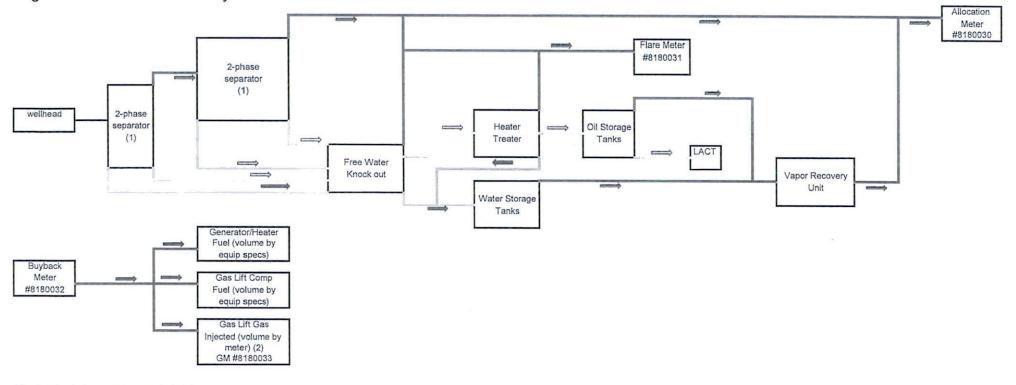
Figure 10 - State Dagger 37-48 CTB





(2)- beginning February 15, 2018, well converted to ESP, gas lift gas no longer injected, meter #8180054 measuring ESP generator fuel

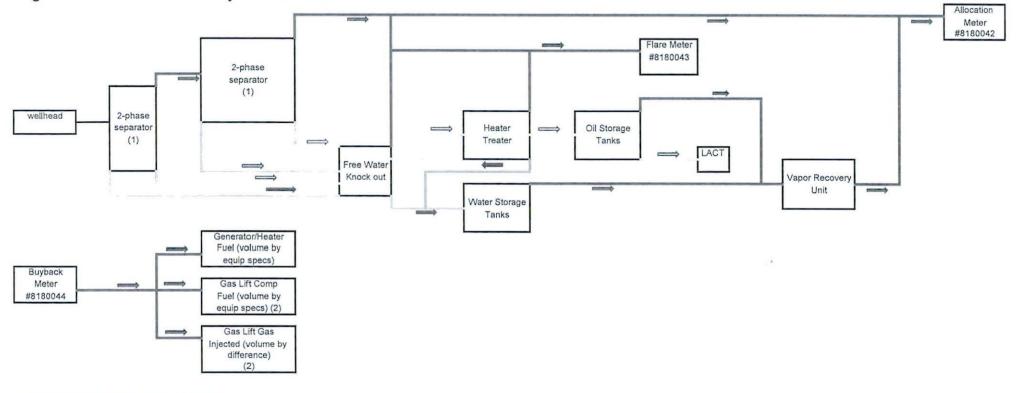
Figure 11 - State Gateway 38 CTB



⁽¹⁾⁻ oil and water leave as one commingled stream

⁽²⁾⁻ beginning April 27, 2018, injected gas lift gas will be metered, fuel volumes by difference

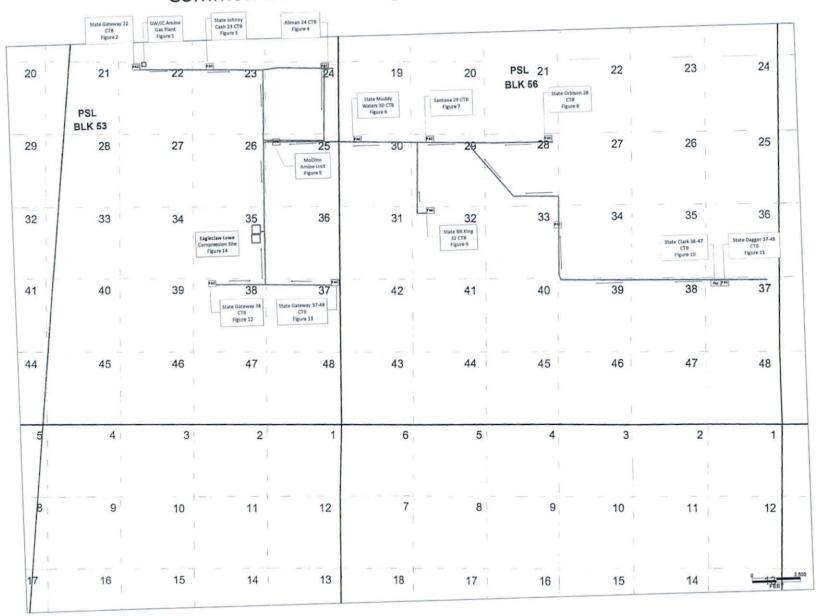
Figure 12 - State Gateway 37-48 CTB



⁽¹⁾⁻ oil and water leave as one commingled stream

⁽²⁾⁻ beginning February 20, 2018, well converted to ESP, gas lift gas no longer injected, meter #8180045 measuring ESP generator fuel

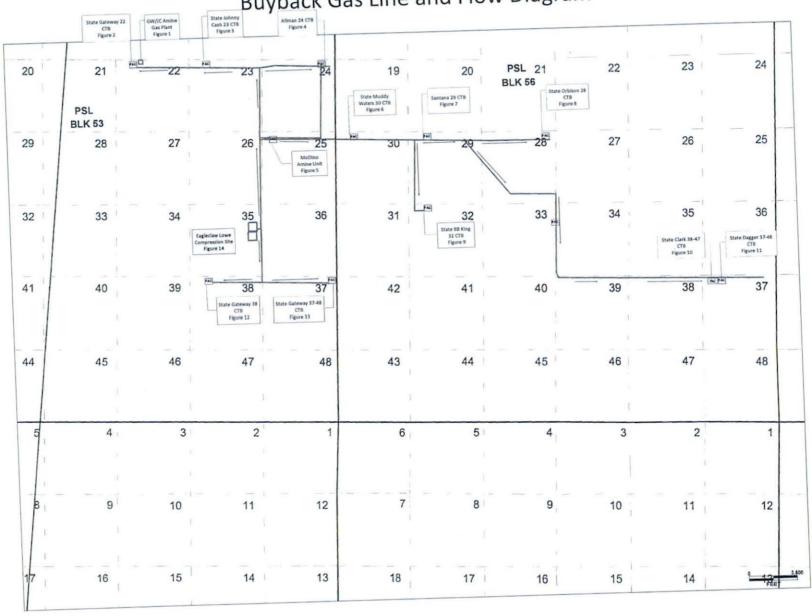
Exhibit A
Common Gas Gathering Line and Flow Diagram



_____ Gas Gathering Line

──── Gas Flow Direction

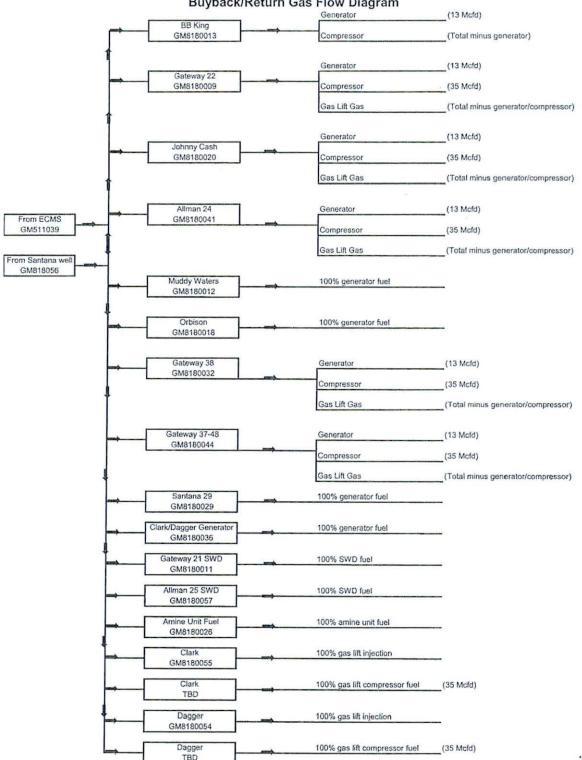
Exhibit B Buyback Gas Line and Flow Diagram



_____ Buyback Line

— Gas Flow Direction

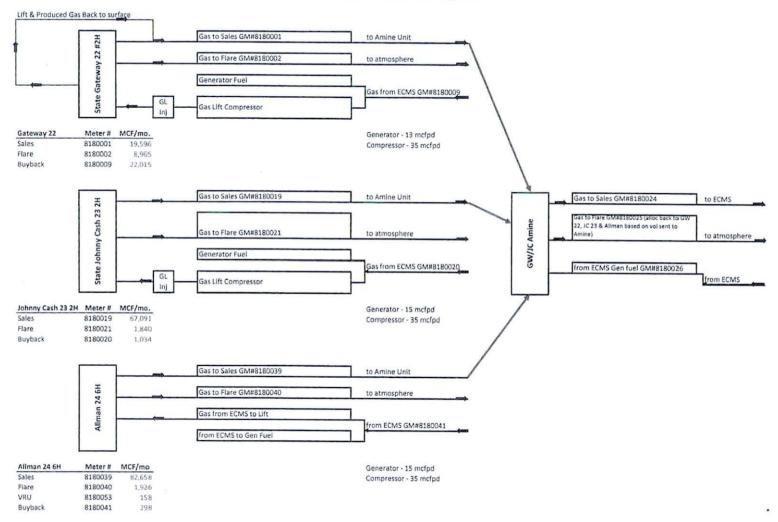
Exhibit C Buyback/Return Gas Flow Diagram



BB King GM8180004 Gateway 22 GM8180001 Flare GM8180025 Gateway 22 VRU Kinder Morgan Johnny Cash GM8180019 GW/JC Amine Unit GM8180024 Lowe Inlet Lowe Disch Johnny Cash VRU meter meter GM111039 GM111041 Allman 24 **ECMS** GM8180039 3 phase inlet separator Allman 24 VRU Lowe Liquids meter Muddy Waters GM111040 GM8180008 Orbison GM8180016 Gateway 38 GM8180030 Gateway 37-48 GM8180042 Santana 29 GM8180027 ECMS Clark Clark GM8180037 GM111120 Dagger ECMS Dagger GM8180034 GM111119

Exhibit D
ARC Common Gathering Line Diagram (simplified)

EXHIBIT E
Amine Unit Allocation Flow Diagram



Atlantic Resources Company, LLC Allocation Process Narrative for the Texas General Land Office

Atlantic Resources Company, LLC ("<u>ARC</u>") owns its own gathering system into which the wells described in the attached application flow and for which Eagle Claw Midstream Ventures, LLC ("<u>ECMS</u>") returns gas for fuel and gas lift. In addition, fuel and gas lift gas is supplemented by a well located on mineral fee lands, the Santana 29-2H (API#42-389-35266) (the "<u>Non-GLO Well</u>"). As a result, the allocation of value to each well and lease is highly involved. Below is a description of ARC's methodology, and attached are gas flow schematics of the ECMS Lowe Compressor Station, ARC's gathering system upstream of the Lowe Compressor Station and ARC's system that delivers fuel and gas lift volumes back to various wells:

- Step 1- Laboratory gas samples listing molecular percentages of each component are tabulated.
- **Step 2-** Wellhead MCF for each well on the gathering system is tabulated based upon meter readings located at each lease.
- **Step 3** Based on the analysis in Step 1, Heating Value and gallons per Mcf ("<u>GPM</u>") are computed from the latest table of physical constants published in GPA Midstream Association's Standard 2145-16.

Steps 4 and 5-

- a) The wellhead Mcf from Step 2 is multiplied by the GPM from Step 3 to compute each wells' theoretically available natural gas liquids ("NGL") gallons.
- b) The NGL gallons as shown on the ECMS settlement statement are allocated to each well based on that wells' share of the total theoretically available NGL gallons.
- c) The wellhead Mcf from Step 2 is multiplied by the Heating Value from Step 3 to compute each wells' wellhead MMBtu. Each wells' wellhead MMBtu is divided into the sum of all wells' MMBtu to compute a percentage. Each wells' percentage is then applied to the MMBtus delivered to ECMS to compute each wells' share of MMBtus.
- d) The ECMS Plant fuel in MMBtus and the MMBtu equivalent of the NGL gallons in (b) are subtracted from the MMBtus in (d) to compute the MMBtus attributable to each well.
- e) Because some wells are treated for H2S removal by amine, while the remaining wells are not treated, a two-step allocation process is necessary, first (Step 4) allocating to all non-treated wells and the treating outlet, and second (Step 5), allocating the treating outlet to only those wells behind the treating system. All the same concepts in (a) through (d) apply to both allocations.
- **Step 6-** This step was used in allocation of value to each well, but does not apply to the allocation of gallons and MMBtus.
- **Step 7-** This step was used in allocation of value to each well, but does not apply to the allocation of gallons and MMBtus.

Step 8a- Because ECMS returns gas to ARC for ARC's use as gas lift gas, gas lift compressor fuel gas and generator fuel, the gallons and MMBtu of this return gas is computed, which would have been sold to ECMS had the gas not been returned to ARC.

Step 8b- Because the ECMS return gas is insufficient to supply all of ARC's gas lift and fuel requirements, ARC's Non-GLO Well is connected to the fuel return system and is commingled with the ECMS return gas, and this step computes gallons and MMBtus for this supplemental volume.

Step 9a- This step computes each wells' share of the returned gas. Each wells' Mcf (used as gas lift gas, gas lift compressor fuel gas and generator fuel) is divided into the total Mcf usage for all wells (used as gas lift gas, gas lift compressor fuel gas and generator fuel) to determine that wells' share of the total return gas.

Step 9b and 9c- Each wells' share of the total return gallons and MMBtu is allocated (for that individual well) to generator fuel, gas lift gas compressor fuel, and gas lift gas injected, all for that individual well.

Step 10- Total gallons and MMBtus sold to ECMS are added to the incremental gallons and MMBtus from Step 8a, and then the gallons and MMBtu of the injected gas lift gas are subtracted to obtain the net produced.

Allocation	A	В	В	В	A	A			A	-			
Well Name:	BB King	Gateway 22	Johnny Cash	Allman 24	Muddy Waters	Orbison	A Gateway 38	A	A	C	С	A	
ype:	Sales	Sales	Sales	Sales	Sales	Sales	Sales	Gateway 37-48 Sales	Santana 29	ECMS Clark	ECMS Dagger	Amine Unit	
Meter#>	8180004	8180001	8180019	8180039	8180008	8180016			Sales	Sales	Sales	Outlet	
notor it	0100004	0100001	0100019	0100039	0100000	0100016	8180030	8180042	8180027	111120	111119	8180024	
Step 1- Wellhead Gas Analyses taken by ARC													
ample date->	17-Apr-17	16-Jan-17	4-Apr-16	5-Jun-17	17-Apr-17	4-Apr-16	16-Jan-17	20-Sep-17	8-Jun-17	(ECMS meter)	(ECMS meter)	8-Jun-17	
	Mole %	Mole %	Mole %	Mole %	Mole %	Mole %	Mole %	Mole %	Mole %	Mole %	Mole %	Mole %	Tota
Nitrogen	0.5928	0.5900	0.5698	0.8020	0.5769	0.5792	0.6395	0.5770	0.5713	0.7210	0.7210	0.6000	100
002	0.0976	0.1666	0.1178	0.0180	0.0980	0.4778	0.2435	0.2110	0,1052	0,0760	0.0760	0.0000	
H2S	0.0000	0.3000	0.0000	0.0000	0.0000	0.0000	0.0010	0.0000	0.0000	0,0000	0.0000	0.0000	
Methane	79.2993	81.1433	76.8686	76.9220	78.5564	76.5075	78,2650	77,6290	79,1616	78,8480	78.8480	79.2540	
Ethane	11.3639	11.3165	12.0480	12,0720	11,2299	11,8883	11,2670	11,1500	11.0416	11,4720	11,4720	11.3957	
Propane	4.9685	4.0728	5.6701	5.4760	5,0159	5,4349	4,7890	4,9700	4,6988	5,0680	5,0680	4.8238	
sobutane	0.7125	0.4911	0.8838	0.9420	0.7498	0.9968	0.9471	0.9100	0.8197	0.8260	0.8260	0.6911	
N-butane	1.5668	0.9389	1.9034	1.8470	1.7105	1.9017	1,6980	1,8240	1.5919	1.7710	1.7710	1.5114	
sopentane	0.3653	0.1880	0.4798	0.4920	0.4531	0.5593	0,5401	0.5690	0.4671	0.4230	0.4230	0.3906	
N-pentane	0.4244	0.2209	0.5605	0,5390	0.5539	0,6045	0.5679	0,6640	0.5176	0.4570	0.4570	0.4738	
06+	0,6089	0.5719	0.8982	0.8900	1,0556	1.0500	1.0419	1,4960	1.0252	0.3370	0.3370	0.8596	
Total	100.000	100.000	100.000	100.000	100,000	100,000	100.000	100.000	100.000	99,999	99,999	100,000	_
	,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,		100,000	100.000	100,000	100,000	100.000	100.000	100.000	39.939	99.999	100,000	
Step 2- Wellhead Volumes in Mcf measured by ARC Mcf	12 174	10 500	07.004	00.000									
	13,174	19,596	67,091	82,658	30,545	35,062	0	37,093	48,234	38,338	41,935	158,421	
Pressure Base	14.65	14.65	14.65	14.65	14.65	14.65	14.65	14.65	14.65	14.65	14.65	14.65	
Heating Value, dry Methane	798.4		773.9	7747	790,9								
	788.4	817.0	//3.9	//4.5		770.3	788 D	781.6	797.0	703.0	702.0	709.0	
Ethane	200,5	199.6		774.5 213.0		770.3 209.7	788.0 198.8	781.6 196.7	797.0	793.9	793,9	798.0	
			212.5	213.0	198.1	209.7	198,8	196.7	194.8	202.4	202.4	201.0	
Ethane Propane	200,5 124.6	199.6 102.2	212.5 142.2	213.0 137.4	198.1 125.8	209.7 136.3	198.8 120.1	196,7 124.7	194.8 117.9	202.4 127.1	202.4 127.1	201.0 121.0	
Ethane	200,5	199.6 102.2 15.9	212.5 142.2 28.7	213.0 137.4 30.5	198.1 125.8 24.3	209.7 136.3 32.3	198.8 120.1 30.7	196.7 124.7 29.5	194.8 117.9 26.6	202.4 127.1 26.8	202.4 127.1 26.8	201.0 121.0 22.4	
Ethane Propane Isobutane	200,5 124.6 23.1	199.6 102.2 15.9 30.5	212.5 142.2 28.7 61.9	213.0 137.4 30.5 60.1	198.1 125.8 24.3 55.6	209.7 136.3 32.3 61.8	198.8 120.1 30.7 55.2	196.7 124.7 29.5 59.3	194.8 117.9 26.6 51.8	202.4 127.1 26.8 57.6	202.4 127.1 26.8 57.6	201.0 121.0 22.4 49.2	
Ethane Propane Isobutane N-butane Isopentane	200.5 124.6 23.1 51.0 14.6	199.6 102.2 15.9 30.5 7.5	212.5 142.2 28.7 61.9 19.1	213.0 137.4 30.5 60.1 19.6	198.1 125.8 24.3 55.6 18.1	209.7 136.3 32.3 61.8 22.3	198.8 120.1 30.7 55.2 21.5	196.7 124.7 29.5 59.3 22.7	194.8 117.9 26.6 51.8 18.6	202.4 127.1 26.8 57.6 16.9	202.4 127.1 26.8 57.6 16.9	201.0 121.0 22.4 49.2 15.6	
Ethane Propane Isobutane N-butane	200.5 124.6 23.1 51.0 14.6 17.0	199.6 102.2 15.9 30.5 7.5 8.8	212.5 142.2 28.7 61.9 19.1 22.4	213.0 137.4 30.5 60.1 19.6 21.5	198.1 125.8 24.3 55.6 18.1 22.1	209.7 136.3 32.3 61.8 22.3 24.2	198.8 120.1 30.7 55.2 21.5 22.7	196.7 124.7 29.5 59.3 22.7 26.5	194,8 117.9 26,6 51,8 18,6 20,7	202.4 127.1 26.8 57.6 16.9 18.3	202.4 127.1 26.8 57.6 16.9 18.3	201.0 121.0 22.4 49.2 15.6 18.9	
Ethane Propane Isobutane N-butane Isopentane N-pentane	200,5 124.6 23.1 51.0 14.6 17.0 31.1	199.6 102.2 15.9 30.5 7.5 8.8 29.2	212.5 142.2 28.7 61.9 19.1 22.4 45.9	213,0 137,4 30,5 60,1 19,6 21,5 45,5	198.1 125.8 24.3 55.6 18.1 22.1 54.0	209.7 136.3 32.3 61.8 22.3 24.2 53.7	198.8 120.1 30.7 55.2 21.5 22.7 53.3	196.7 124.7 29.5 59.3 22.7 26.5 76.5	194.8 117.9 26.6 51.8 18.6 20.7 52.4	202.4 127.1 26.8 57.6 16.9 18.3 17.2	202.4 127.1 26.8 57.6 16.9 18.3 17.2	201.0 121.0 22.4 49.2 15.6 18.9 44.0	
Ethane Propane Isobutane N-butane Isopentane N-pentane C6+	200.5 124.6 23.1 51.0 14.6 17.0	199.6 102.2 15.9 30.5 7.5 8.8	212.5 142.2 28.7 61.9 19.1 22.4	213.0 137.4 30.5 60.1 19.6 21.5	198.1 125.8 24.3 55.6 18.1 22.1	209,7 136,3 32,3 61,8 22,3 24,2 53,7 1,310,7	198.8 120.1 30.7 55.2 21.5 22.7 53.3 1,290.3	196.7 124.7 29.5 59.3 22.7 26.5 76.5 1,317.5	194,8 117.9 26.6 51.8 18.6 20.7 52.4 1,279.8	202.4 127.1 26.8 57.6 16.9 18.3 17.2 1,260.1	202.4 127.1 26.8 57.6 16.9 18.3 17.2 1,260.1	201.0 121.0 22.4 49.2 15.6 18.9 44.0 1,270.0	
Ethane Propane Isobutane N-butane Isopentane N-pentane N-pentane C6+ Cotal Ideal HV, dry Cotal Real HV, dry	200.5 124.6 23.1 51.0 14.6 17.0 31.1 1,260.2	199.6 102.2 15.9 30.5 7.5 8.8 29.2 1,210.8	212,5 142.2 28.7 61.9 19.1 22.4 45.9 1,306.7	213,0 137.4 30.5 60.1 19.6 21.5 45.5 1,302.1	198.1 125.8 24.3 55.6 18.1 22.1 54.0 1,289.0	209.7 136.3 32.3 61.8 22.3 24.2 53.7	198.8 120.1 30.7 55.2 21.5 22.7 53.3	196.7 124.7 29.5 59.3 22.7 26.5 76.5	194.8 117.9 26.6 51.8 18.6 20.7 52.4	202.4 127.1 26.8 57.6 16.9 18.3 17.2	202.4 127.1 26.8 57.6 16.9 18.3 17.2	201.0 121.0 22.4 49.2 15.6 18.9 44.0	
Ethane	200.5 124.6 23.1 51.0 14.6 17.0 31.1 1,260.2 1,264.8	199.6 102.2 15.9 30.5 7.5 8.8 29.2 1,210.8 1,214.9	212.5 142.2 28.7 61.9 19.1 22.4 45.9 1,306.7 1,312.0	213.0 137.4 30.5 60.1 19.6 21.5 45.5 1,302.1 1,307.3	198.1 125.8 24.3 55.6 18.1 22.1 54.0 1,289.0 1,294.0	209.7 136.3 32.3 61.8 22.3 24.2 53.7 1,310.7 1,316.1	198.8 120.1 30.7 55.2 21.5 22.7 53.3 1,290.3 1,295.4	196.7 124.7 29.5 59.3 22.7 26.5 76.5 1,317.5 1,323.0	194.8 117.9 26.6 51.8 18.6 20.7 52.4 1,279.8 1,284.7	202.4 127.1 26.8 57.6 16.9 18.3 17.2 1,260.1 1,264.7	202.4 127.1 26.8 57.6 16.9 18.3 17.2 1,260.1 1,264.7	201.0 121.0 22.4 49.2 15.6 18.9 44.0 1,270.0 1,274.8	
Ethane Propane Isobutane N-butane Isopentane N-pentane C6+ Total Ideal HV, dry Total Real HV, dry Summation Factor Nitrogen	200.5 124.6 23.1 51.0 14.6 17.0 31.1 1,260.2 1,264.8	199.6 102.2 15.9 30.5 7.5 8.8 29.2 1,210.8 1,214.9	212.5 142.2 28.7 61.9 19.1 22.4 45.9 1,306.7 1,312.0	213.0 137.4 30.5 60.1 19.6 21.5 45.5 1,302.1 1,307.3	198.1 125.8 24.3 55.6 18.1 22.1 54.0 1,289.0 1,294.0	209.7 136.3 32.3 61.8 22.3 24.2 53.7 1,310.7 1,316.1	198.8 120.1 30.7 55.2 21.5 22.7 53.3 1,290.3 1,295.4	196.7 124.7 29.5 59.3 22.7 26.5 76.5 1,317.5 1,323.0	194.8 117.9 26.6 51.8 18.6 20.7 52.4 1,279.8 1,284.7	202.4 127.1 26.8 57.6 16.9 18.3 17.2 1,260.1 1,264.7	202.4 127.1 26.8 57.6 16.9 18.3 17.2 1,260.1 1,264.7	201.0 121.0 22.4 49.2 15.6 18.9 44.0 1,270.0 1,274.8	
Ethane	200.5 124.6 23.1 51.0 14.6 17.0 31.1 1,260.2 1,264.8	199.6 102.2 15.9 30.5 7.5 8.8 29.2 1,210.8 1,214.9	212.5 142.2 28.7 61.9 19.1 22.4 45.9 1,306.7 1,312.0	213.0 137.4 30.5 60.1 19.6 21.5 45.5 1,302.1 1,307.3	198.1 125.8 24.3 55.6 18.1 22.1 54.0 1,289.0 1,294.0	209.7 136.3 32.3 61.8 22.3 24.2 53.7 1,310.7 1,316.1	198.8 120.1 30.7 55.2 21.5 22.7 53.3 1,290.3 1,295.4	196.7 124.7 29.5 59.3 22.7 26.5 76.5 1,317.5 1,323.0	194.8 117.9 26.6 51.8 18.6 20.7 52.4 1,279.8 1,284.7	202.4 127.1 26.8 57.6 16.9 18.3 17.2 1,260.1 1,264.7	202.4 127.1 26.8 57.6 16.9 18.3 17.2 1,260.1 1,264.7	201.0 121.0 22.4 49.2 15.6 18.9 44.0 1,270.0 1,274.8	
Ethane	200.5 124.6 23.1 51.0 14.6 17.0 31.1 1,260.2 1,264.8	199.6 102.2 15.9 30.5 7.5 8.8 29.2 1,210.8 1,214.9	212.5 142.2 28.7 61.9 19.1 22.4 45.9 1,306.7 1,312.0	213.0 137.4 30.5 60.1 19.6 21.5 45.5 1,302.1 1,307.3	198.1 125.8 24.3 55.6 18.1 22.1 54.0 1,289.0 1,294.0	209.7 136.3 32.3 61.8 22.3 24.2 53.7 1,310.7 1,316.1	198.8 120.1 30.7 55.2 21.5 22.7 53.3 1,290.3 1,295.4	196.7 124.7 29.5 59.3 22.7 26.5 76.5 1,317.5 1,323.0	194.8 117.9 26.6 51.8 18.6 20.7 52.4 1,279.8 1,284.7	202.4 127.1 26.8 57.6 16.9 18.3 17.2 1,260.1 1,264.7	202.4 127.1 26.8 57.6 16.9 18.3 17.2 1,260.1 1,264.7	201.0 121.0 22.4 49.2 15.6 18.9 44.0 1,270.0 1,274.8	
Ethane	200.5 124.6 23.1 51.0 14.6 17.0 31.1 1,260.2 1,264.8 0.0000 0.0000 0.0000 0.0000 0.0000	199.6 102.2 15.9 30.5 7.5 8.8 29.2 1,210.8 1,214.9 0.0000 0.0000 0.0000 0.0001	212.5 142.2 28.7 61.9 19.1 22.4 45.9 1,306.7 1,312.0 0.0000 0.0000 0.0000 0.0000	213.0 137.4 30.5 60.1 19.6 21.5 45.5 1,302.1 1,307.3	198.1 125.8 24.3 55.6 18.1 22.1 54.0 1,289.0 1,294.0 0.0000 0.0000 0.0000 0.0000	209.7 136.3 32.3 61.8 22.3 24.2 53.7 1,310.7 1,316.1	198.8 120.1 30.7 55.2 21.5 22.7 53.3 1,290.3 1,295.4 0.0000 0.0000 0.0000 0.0000	196.7 124.7 29.5 59.3 22.7 26.5 76.5 1,317.5 1,323.0 0.0000 0.0000 0.0000 0.0000	194.8 117.9 26.6 51.8 18.6 20.7 52.4 1,279.8 1,284.7	202.4 127.1 26.8 57.6 16.9 18.3 17.2 1,260.1 1,264.7	202.4 127.1 26.8 57.6 16.9 18.3 17.2 1,260.1 1,264.7	201.0 121.0 22.4 49.2 15.6 18.9 44.0 1,270.0 1,274.8 0.0000 0.0000 0.0000 0.0000	
Ethane	200.5 124.6 23.1 51.0 14.6 17.0 31.1 1,260.2 1,264.8 0.0000 0.0000 0.0000 0.0000 0.0000 0.0002 0.0027	199.6 102.2 15.9 30.5 7.5 8.8 29.2 1,210.8 1,214.9 0.0000 0.0000 0.0001 0.0001 0.0004	212.5 142.2 28.7 61.9 19.1 22.4 45.9 1,306.7 1,312.0 0.0000 0.0000 0.0000 0.0000 0.0000 0.0008 0.0029	213.0 137.4 30.5 60.1 19.6 21.5 45.5 1,302.1 1,307.3 0.0000 0.0000 0.0000 0.0000 0.0000	198.1 125.8 24.3 55.6 18.1 22.1 54.0 1,289.0 1,294.0 0.0000 0.0000 0.0000 0.0000 0.0001 0.00027	209.7 136.3 32.3 61.8 22.3 24.2 53.7 1,310.7 1,316.1 0.0000 0.0001 0.0000 0.0008 0.0028	198.8 120.1 30.7 55.2 21.5 22.7 53.3 1,290.3 1,295.4 0.0000 0.0000 0.0000 0.0001 0.0001	196.7 124.7 29.5 59.3 22.7 26.5 76.5 1,317.5 1,323.0 0.0000 0.0000 0.0000 0.0000 0.0000	194.8 117.9 26.6 51.8 18.6 20.7 52.4 1,279.8 1,284.7	202.4 127.1 26.8 57.6 16.9 18.3 17.2 1,260.1 1,264.7	202.4 127.1 26.8 57.6 16.9 18.3 17.2 1,260.1 1,264.7	201.0 121.0 22.4 49.2 15.6 18.9 44.0 1,270.0 1,274.8	
Ethane	200.5 124.6 23.1 51.0 14.6 17.0 31.1 1,260.2 1,264.8 0.0000 0.0000 0.0000 0.0000 0.0002 0.0027 0.0017	199.6 102.2 15.9 30.5 7.5 8.8 29.2 1,210.8 1,214.9 0.0000 0.0001 0.0001 0.0094 0.0027 0.0014	212.5 142.2 28.7 61.9 19.1 22.4 45.9 1,306.7 1,312.0 0,0000 0,0000 0,0000 0,0000 0,0000 0,0000 0,0000 0,0000 0,0000	213.0 137.4 30.5 60.1 19.6 21.5 45.5 1,302.1 1,307.3	198.1 125.8 24.3 55.6 18.1 22.1 54.0 1,289.0 1,294.0 0.0000 0.0000 0.0000 0.0000 0.0000 0.0002 0.0027	209.7 136.3 32.3 61.8 22.3 24.2 53.7 1,310.7 1,316.1	198.8 120.1 30.7 55.2 21.5 22.7 53.3 1,290.3 1,295.4 0,0000 0,0000 0,0000 0,0000 0,0001 0,0001 0,00027	196.7 124.7 29.5 59.3 22.7 26.5 76.5 1,317.5 1,323.0 0.0000 0.0000 0.0000 0.0000 0.0027 0.0017	194.8 117.9 26.6 51.8 18.6 20.7 52.4 1,279.8 1,284.7	202.4 127.1 26.8 57.6 16.9 18.3 17.2 1,260.1 1,264.7	202.4 127.1 26.8 57.6 16.9 18.3 17.2 1,260.1 1,264.7	201.0 121.0 22.4 49.2 15.6 18.9 44.0 1,270.0 1,274.8 0.0000 0.0000 0.0000 0.0000 0.0002 0.0027 0.0017	
Ethane	200.5 124.6 23.1 51.0 14.6 17.0 31.1 1,260.2 1,264.8 0.0000 0.0000 0.0000 0.0000 0.0000 0.0002 0.0027 0.0017 0.0003	199.6 102.2 15.9 30.5 7.5 8.8 29.2 1,210.8 1,214.9 0,0000 0,0000 0,0001 0,0001 0,0094 0,0027 0,0001 0,0002	212.5 142.2 28.7 61.9 19.1 22.4 45.9 1,306.7 1,312.0 0.0000 0.0000 0.0000 0.0000 0.0000 0.0009 0.0029 0.0029	213.0 137.4 30.5 60.1 19.6 21.5 45.5 1,302.1 1,307.3 0.0000 0.0000 0.0000 0.0009 0.0009 0.0009	198.1 125.8 24.3 55.6 18.1 22.1 54.0 1,289.0 1,294.0 0.00000 0.0000 0.0000 0.0000 0.0000 0.0000 0.0000 0.0000 0.0000 0.000000	209.7 136.3 32.3 61.8 22.3 24.2 53.7 1,310.7 1,316.1 0.0000 0.0001 0.0000 0.00089 0.0028 0.00019 0.0005	198.8 120.1 30.7 55.2 21.5 22.7 53.3 1,290.3 1,295.4 0.0000 0.0000 0.0000 0.0000 0.0000 0.0001 0.0027 0.0016 0.0004	196.7 124.7 29.5 59.3 22.7 26.5 76.5 1,317.5 1,323.0 0.0000 0.0000 0.0000 0.0000 0.0000 0.0000 0.0000 0.0000 0.0000	194.8 117.9 26.6 51.8 18.6 20.7 52.4 1,279.8 1,284.7 0,0000 0,000	202.4 127.1 26.8 57.6 16.9 18.3 17.2 1,260.1 1,264.7 0.0000 0.0000 0.0000 0.0000 0.0000 0.0001 0.0001 0.0001	202.4 127.1 26.8 57.6 16.9 18.3 17.2 1,260.1 1,264.7 0,0000 0,0000 0,0000 0,0000 0,0000 0,0001 0,0007 0,0001	201.0 121.0 22.4 49.2 15.6 18.9 44.0 1,270.0 1,274.8 0.0000 0.0000 0.0000 0.0000 0.0002 0.0027 0.0017	
Ethane	200.5 124.6 23.1 51.0 14.6 17.0 31.1 1,260.2 1,264.8 0.0000 0.0000 0.0000 0.0000 0.0000 0.0007 0.0017 0.0003	199.6 102.2 15.9 30.5 7.5 8.8 29.2 1,210.8 1,214.9 0.0000 0.0001 0.0001 0.0001 0.0027 0.0014 0.0002 0.0000	212.5 142.2 28.7 61.9 19.1 22.4 45.9 1,306.7 1,312.0 0.0000 0.0000 0.0000 0.0000 0.0000 0.0000 0.0000 0.0029 0.0029 0.0000 0.0000	213.0 137.4 30.5 60.1 19.6 21.5 45.5 1,302.1 1,307.3 0.00000 0.0000 0.0000 0.0000 0.0000 0.0000 0.0000 0.0000 0.0000 0.00000 0.0000 0.0000 0.0000 0.0000 0.0000 0.0000 0.0000 0.0000 0.00000 0.00000 0.0000 0.0000 0.0000 0.0000 0.0000 0.0000 0.0000 0.0000 0.00000 0.0000 0.0000 0.0000 0.0000 0.0000 0.0000 0.0000 0.0000 0.00000 0.0000 0.0000 0.0000 0.0000 0.0000 0.0000 0.0000 0.0000 0.00000 0.0000 0.0000 0.0000 0.0000 0.0000 0.0000 0.0000 0.0000 0.00000 0.0000 0.0000 0.0000 0.0000 0.0000 0.0000 0.0000 0.0000 0.00000 0.0	198.1 125.8 24.3 55.6 18.1 22.1 54.0 1,289.0 1,294.0 0.0000 0.0000 0.0000 0.0000 0.0001 0.0027 0.0017 0.0003 0.0008	209.7 136.3 32.3 61.8 22.3 24.2 53.7 1,310.7 1,316.1 0.0000 0.0001 0.0000 0.0008 0.0028 0.0019 0.0005 0.0009	198.8 120.1 30.7 55.2 21.5 22.7 53.3 1,290.3 1,295.4 0.0000 0.0000 0.0000 0.0001 0.0001 0.0001 0.0001 0.0001	196.7 124.7 29.5 59.3 22.7 26.5 76.5 1,317.5 1,323.0 0.00000 0.0000 0.0000 0.0000 0.0000 0.0000 0.0000 0.0000 0.0000 0.000000	194.8 117.9 26.6 51.8 18.6 20.7 52.4 1,279.8 1,284.7 0.00000 0.0000 0.0000 0.0000 0.0000 0.0000 0.0000 0.0000 0.0000 0.000000	202.4 127.1 26.8 57.6 16.9 18.3 17.2 1,260.1 1,264.7 0,0000 0,0000 0,0000 0,0001 0,0001 0,0001 0,0001 0,0001 0,0001	202.4 127.1 26.8 57.6 16.9 18.3 17.2 1,260.1 1,264.7 0.0000 0.0000 0.0000 0.0000 0.0001 0.0007 0.0001 0.0001	201.0 121.0 22.4 49.2 15.6 18.9 44.0 1,270.0 1,274.8 0.0000 0.0000 0.0000 0.0000 0.0002 0.0017 0.0003 0.0003	
Ethane	200.5 124.6 23.1 51.0 14.6 17.0 31.1 1,260.2 1,264.8 0.0000 0.0000 0.0000 0.0000 0.0000 0.0007 0.0003 0.0007 0.0007	199.6 102.2 15.9 30.5 7.5 8.8 29.2 1,210.8 1,214.9 0.0000 0.0001 0.0001 0.0027 0.0014 0.0002 0.0004 0.0004	212.5 142.2 28.7 61.9 19.1 22.4 45.9 1,308.7 1,312.0 0.0000 0.0000 0.0000 0.0000 0.0000 0.0029 0.0029 0.0020 0.0000 0.0000	213.0 137.4 30.5 60.1 19.6 21.5 45.5 1,302.1 1,307.3 0.0000 0.0000 0.0000 0.0000 0.0009 0.0009 0.0009 0.0009 0.0009 0.0009	198.1 125.8 24.3 55.6 18.1 22.1 54.0 1,289.0 1,294.0 0.0000 0.0000 0.0000 0.0001 0.00027 0.0003 0.0003 0.0003	209.7 136.3 32.3 61.8 22.3 24.2 53.7 1,310.7 1,316.1 0.0000 0.0001 0.0000 0.0009 0.00028 0.0001 0.0005 0.0009 0.0009	198.8 120.1 30.7 55.2 21.5 22.7 53.3 1,290.3 1,295.4 0,0000 0,0000 0,0000 0,0000 0,0001 0,0001 0,0004 0,0004 0,0008 0,0008	196.7 124.7 29.5 59.3 22.7 26.5 76.5 1,317.5 1,323.0 0.0000 0.0000 0.0000 0.0000 0.0000 0.0007 0.0004 0.0004 0.0009 0.0009	194.8 117.9 26.6 51.8 18.6 20.7 52.4 1,279.8 1,284.7 0.00000 0.0000 0.0000 0.0000 0.0000 0.0000 0.0000 0.0000 0.0000 0.000000	202.4 127.1 26.8 57.6 16.9 18.3 17.2 1,260.1 1,264.7 0.0000 0.0000 0.0000 0.0001 0.0001 0.0001 0.0001 0.0001 0.0004 0.0008	202.4 127.1 26.8 57.6 16.9 18.3 17.2 1,260.1 1,264.7 0,0000 0,000	201.0 121.0 22.4 49.2 15.6 18.9 44.0 1,270.0 1,274.8 0.00000 0.0000 0.0000 0.0000 0.0000 0.0000 0.0000 0.0000 0.0000 0.00000 0.0000 0.000000	
Ethane	200.5 124.6 23.1 51.0 14.6 17.0 31.1 1,260.2 1,264.8 0.00000 0.0000 0.0000 0.0000 0.0000 0.0000 0.0000 0.0000 0.0000 0.000000	199.6 102.2 15.9 30.5 7.5 8.8 29.2 1,210.8 1,214.9 0,0000 0,0001 0,0004 0,0027 0,0004 0,0004 0,0004 0,0001 0,0001	212.5 142.2 28.7 61.9 19.1 22.4 45.9 1,306.7 1,312.0 0.00000 0.0000 0.0000 0.0000 0.0000 0.0000 0.0000 0.0000 0.0000 0.00000 0.0000 0.000000	213.0 137.4 30.5 60.1 19.6 21.5 45.5 1,302.1 1,307.3 0,0000	198.1 125.8 24.3 55.6 18.1 22.1 54.0 1,289.0 1,294.0 0.0000 0.0000 0.0000 0.0000 0.0001 0.0027 0.0017 0.0003 0.0003	209.7 136.3 32.3 61.8 22.3 24.2 53.7 1,310.7 1,316.1 0.0000 0.0001 0.0000 0.0009 0.0028 0.0019 0.0005 0.0009 0.0009	198.8 120.1 30.7 55.2 21.5 22.7 53.3 1,290.3 1,295.4 0,0000 0,0000 0,0000 0,0000 0,0000 0,0001 0,0004 0,0004 0,0003 0,0003	196.7 124.7 29.5 59.3 22.7 26.5 76.5 1,317.5 1,323.0 0.00000 0.0000 0.0000 0.0000 0.0000 0.0000 0.0000 0.0000 0.0000 0.00000 0.00000 0.0000 0.0000 0.0000 0.0000 0.0000 0.0000 0.0000 0.0000 0.00000 0.0000 0.0000 0.0000 0.0000 0.0000 0.0000 0.0000 0.0000 0.00000 0.0000	194.8 117.9 26.6 51.8 18.6 20.7 52.4 1,279.8 1,284.7 0.0000 0.0000 0.0000 0.0000 0.0002 0.0026 0.0016 0.0004 0.0008 0.0003	202.4 127.1 26.8 57.6 16.9 18.3 17.2 1,260.1 1,264.7 0,0000 0,0000 0,0000 0,0000 0,0001 0,0001 0,0007 0,0004 0,0008 0,0008 0,0000 0,0000 0,0008	202.4 127.1 26.8 57.6 16.9 18.3 17.2 1,260.1 1,264.7 0.0000 0.0000 0.0000 0.0000 0.0001 0.0007 0.0001 0.0001	201.0 121.0 22.4 49.2 15.6 18.9 44.0 1,270.0 1,274.8 0.0000 0.0000 0.0000 0.0000 0.0002 0.0017 0.0003 0.0003	
Ethane	200.5 124.6 23.1 51.0 14.6 17.0 31.1 1,260.2 1,264.8 0.0000 0.0000 0.0000 0.0000 0.0000 0.0007 0.0007 0.0007 0.0007 0.0003 0.0003	199.6 102.2 15.9 30.5 7.5 8.8 29.2 1,210.8 1,214.9 0.0000 0.0001 0.0001 0.0027 0.0014 0.0022 0.0004 0.0001 0.0001	212.5 142.2 28.7 61.9 19.1 22.4 45.9 1,306.7 1,312.0 0.00000 0.0000 0.0000 0.0000 0.0000 0.0000 0.0000 0.0000 0.0000 0.000000	213.0 137.4 30.5 60.1 19.6 21.5 45.5 1,302.1 1,307.3 0.0000 0.0000 0.0000 0.0009 0.0009 0.0009 0.0009 0.0009 0.0009 0.0009	198.1 125.8 24.3 55.6 18.1 22.1 54.0 1,289.0 1,294.0 0.0000 0.0000 0.0000 0.0000 0.0001 0.0027 0.0017 0.0003 0.0008 0.0008 0.0008	209.7 136.3 32.3 61.8 22.3 24.2 53.7 1,310.7 1,316.1 0.0000 0.0001 0.0000 0.0009 0.0028 0.0009 0.0009 0.0009 0.0009 0.0009	198.8 120.1 30.7 55.2 21.5 22.7 53.3 1,290.3 1,295.4 0,0000 0,0000 0,0000 0,0001 0,0001 0,0001 0,0004 0,0008 0,0003 0,0004 0,0004 0,0004	196.7 124.7 29.5 59.3 22.7 26.5 76.5 1,317.5 1,323.0 0.0000 0.0000 0.0000 0.0000 0.0000 0.0027 0.0017 0.0004 0.0009 0.0009	194.8 117.9 26.6 51.8 18.6 20.7 52.4 1,279.8 1,284.7 0.0000 0.0000 0.0000 0.0000 0.0000 0.0000 0.0006 0.0016 0.0004 0.0008 0.0003 0.0003	202.4 127.1 26.8 57.6 16.9 18.3 17.2 1,260.1 1,264.7 0,0000 0,0000 0,0000 0,0001 0,0001 0,0001 0,0001 0,0008 0,0008 0,0008 0,0008 0,0008 0,0000 0,000	202.4 127.1 26.8 57.6 16.9 18.3 17.2 1,260.1 1,264.7 0.0000 0.0000 0.0000 0.0000 0.0001 0.0007 0.0001 0.0002 0.0003 0.0002	201.0 121.0 22.4 49.2 15.6 18.9 44.0 1,270.0 1,274.8 0.00000 0.0000 0.0000 0.0000 0.0000 0.0000 0.0000 0.0000 0.0000 0.00000 0.0000 0.000000	
Ethane	200.5 124.6 23.1 51.0 14.6 17.0 31.1 1,260.2 1,264.8 0.00000 0.0000 0.0000 0.0000 0.0000 0.0000 0.0000 0.0000 0.0000 0.000000	199.6 102.2 15.9 30.5 7.5 8.8 29.2 1,210.8 1,214.9 0,0000 0,0001 0,0004 0,0027 0,0004 0,0004 0,0004 0,0001 0,0001	212.5 142.2 28.7 61.9 19.1 22.4 45.9 1,306.7 1,312.0 0.00000 0.0000 0.0000 0.0000 0.0000 0.0000 0.0000 0.0000 0.0000 0.00000 0.0000 0.000000	213.0 137.4 30.5 60.1 19.6 21.5 45.5 1,302.1 1,307.3 0,0000	198.1 125.8 24.3 55.6 18.1 22.1 54.0 1,289.0 1,294.0 0.0000 0.0000 0.0000 0.0000 0.0001 0.0027 0.0017 0.0003 0.0003	209.7 136.3 32.3 61.8 22.3 24.2 53.7 1,310.7 1,316.1 0.0000 0.0001 0.0000 0.0009 0.0028 0.0019 0.0005 0.0009 0.0009	198.8 120.1 30.7 55.2 21.5 22.7 53.3 1,290.3 1,295.4 0,0000 0,0000 0,0000 0,0000 0,0000 0,0001 0,0004 0,0004 0,0003 0,0003	196.7 124.7 29.5 59.3 22.7 26.5 76.5 1,317.5 1,323.0 0.00000 0.0000 0.0000 0.0000 0.0000 0.0000 0.0000 0.0000 0.0000 0.00000 0.00000 0.0000 0.0000 0.0000 0.0000 0.0000 0.0000 0.0000 0.0000 0.00000 0.0000 0.0000 0.0000 0.0000 0.0000 0.0000 0.0000 0.0000 0.00000 0.0000	194.8 117.9 26.6 51.8 18.6 20.7 52.4 1,279.8 1,284.7 0.0000 0.0000 0.0000 0.0000 0.0002 0.0026 0.0016 0.0004 0.0008 0.0003	202.4 127.1 26.8 57.6 16.9 18.3 17.2 1,260.1 1,264.7 0,0000 0,0000 0,0000 0,0000 0,0001 0,0001 0,0007 0,0004 0,0008 0,0008 0,0000 0,0000 0,0008	202.4 127.1 26.8 57.6 16.9 18.3 17.2 1,260.1 1,264.7 0,0000 0,0000 0,0000 0,0000 0,0000 0,0001 0,0027 0,0004 0,0008 0,0008 0,0008	201.0 121.0 22.4 49.2 15.6 18.9 44.0 1,270.0 1,274.8 0.0000 0.0000 0.0000 0.0002 0.0027 0.0017 0.0003 0.0007 0.0003	

Allocation	A	В	В	В	A	A	A	A	A	C	C	A
Well Name:	BB King	Gateway 22	Johnny Cash	Allman 24	Muddy Waters	Orbison	Gateway 38	Gateway 37-48	Santana 29	ECMS Clark	ECMS Dagger	Amine Unit
ype:	Sales	Sales	Sales	Sales	Sales	Sales	Sales	Sales	Sales	Sales	Sales	Outlet
Meter #>	8180004	8180001	8180019	8180039	8180008	8180016	8180030	8180042	8180027	111120	111119	8180024
eal GPM												
Ethane	3.0329	3.0193	3.2167	3.2230	2.9979	3.1743	3.0079	2.9774	2.9474	3.0617	3.0617	3.0417
Propane	1,3660	1.1194	1,5595	1.5061	1.3794	1,4949	1.3170	1.3671	1,2921	1.3934	1.3934	1,3263
Isobutane	0.2327	0.1603	0.2887	0.3077	0.2449	0.3257	0.3094	0.2973	0.2677	0.2697	0.2697	0,2257
N-butane	0.4929	0.2953	0.5991	0.5813	0.5383	0.5986	0.5344	0,5742	0.5009	0.5572	0.5572	0.4756
Isopentane	0.1333	0.0686	0.1752	0.1796	0.1654	0.2042	0.1972	0.2078	0.1705	0.1544	0.1544	0.1426
N-pentane	0.1535	0.0799	0,2028	0.1950	0,2004	0.2188	0.2055	0,2403	0.1873	0.1653	0.1653	0,1714
C6+	0.2637	0.2476	0.3891	0.3855	0.4572	0.4549	0.4513	0.6482	0.4440	0.1459	0.1459	0.3723
otal	5.6750	4.9904	6.4311	6.3782	5.9835	6.4714	6.0227	6.3123	5,8099	5.7476	5.7476	5.7556
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Clas 4 Allanda NCI sellens and maldus and MIDIN	A mark to make the		A		1		1	4			t	

Step 4- Allocate NGL gallons and residue gas MMBtus back to each well.

This is a two-step process because three wells (Allocation B) are treated by amine, and there is a meter on the amine system outlet,

Allocation A treats the Amine Outlet as a "well" in parallel to the other wells in Allocation A. After NGL gallons and residue MMBtus are allocated in Allocation A to the Amine Outlet, then the gallons and MMBtus are sub-allocated to the wells behind the Amine system. For both Allocation A and B, theoretical gallons are obtained by multiplying the Mcf in Step 2 by the GPM in Step 3. Each wells' share of the actual gallons from ECMS are then allocated to each well in proportion to each wells' share of the total theoretical gallons. The price per gallon on the ECMS statement is applied to the allocated NGL gallons to obtain the NGL value.

Each wells' MMBtu is obtained by multiplying the Mcf in 2 by the heating value in Step 3. The MMBtus as measured by ECMS ("Net Delivered" on their statement) are allocated to each well based on the ratio of each wells' MMBtu to the total MMBtu from all wells. This ratio is also used to allocate the ECMS plant fuel to each well. The NGL gallons allocated to each well are converted to MMBtus (shrinkage), and the shrinkage and plant fuel are deducted from the allocated "Net Delivered" to compute residue gas MMBtu; the ECMS' residue gas price is then applied to compute value allocated to each lease.

Theoretical gallons				100000000000000000000000000000000000000									
Ethane	39,955	59,166	215,812	266,407	91,571	111,297	0	110,441	142,165	117,379	128,392	481,869	
Propane	17,996	21,936	104,628	124,491	42,134	52,414	0	50,710	62,323	53,420	58,432	210,114	
Isobutane	3,066	3,141	19,369	25,434	7,480	11,420	0	11,028	12,912	10,340	11,310	35,756	
N-butane	6,493	5,787	40,194	48,049	16,442	20,988	0	21,299	24,160	21,362	23,366	75,345	
Isopentane	1,756	1,344	11,754	14,845	5,052	7,160	0	7,708	8,224	5,919	6,475	22,591	
N-pentane	2,022	1,566	13,606	16,118	6,121	7,672	0	8,913	9,034	6,337	6,932	27,153	
C6+	3,474	4,852	26,105	31,865	13,965	15,950	0	24,044	21,416	5,594	6,118	58,980	
Allocation A basis- NGL													
Ethane	39,955	0	0	0	91,571	111,297	0	110,441	142,165	0	0	481,869	977,298
Propane	17,996	0	0	0	42,134	52,414	0	50,710	62,323	0	0	210,114	435,690
Isobutane	3,066	0	0	0	7,480	11,420	0	11,028	12,912	0	0	35,756	81,661
N-butane	6,493	0	0	0	16,442	20,988	0	21,299	24,160	0	0	75,345	164,728
Isopentane	1,756	0	0	0	5,052	7,160	0	7,708	8,224	0	0	22,591	52,491
N-pentane	2,022	0	0	0	6,121	7,672	0	8,913	9,034	0	0	27,153	60,916
C6+	3,474	0	0	0	13,965	15,950	0	24,044	21,416	0	0	58,980	137,829
Allocation A share- NGL													
Ethane	4.09%	0.00%	0.00%	0.00%	9.37%	11.39%	0.00%	11.30%	14,55%	0,00%	0.00%	49.31%	100.00%
Propane	4.13%	0.00%	0.00%	0.00%	9.67%	12.03%	0.00%	11.64%	14,30%	0.00%	0.00%	48.23%	100.00%
Isobutane	3.75%	0.00%	0.00%	0.00%	9.16%	13.98%	0.00%	13.50%	15.81%	0.00%	0.00%	43.79%	100.00%
N-butane	3.94%	0.00%	0.00%	0.00%	9.98%	12.74%	0.00%	12.93%	14.67%	0.00%	0.00%	45,74%	100.00%
Gasoline	2.89%	0.00%	0.00%	0.00%	10.01%	12.25%	0.00%	16,19%	15.39%	0.00%	0.00%	43.28%	100.00%
Allocation A share- NGL gallons													
Ethane	11,700	0	0	0	26,815	32,592	0	32,341	41,631	0	0	141,107	286,185
Propane	15,151	0	0	0	35,473	44,129	0	42,694	52,471	0	0	176,900	366,818
Isobutane	2,804	0	0	0	6,842	10,445	0	10,086	11,810	0	0	32,704	74,691
N-butane	6,191	0	0	0	15,677	20,012	0	20,308	23,036	0	0	71,840	157,064
Gasoline	6,847	0	0	0	23,732	29,059	0	38,390	36,510	0	0	102,641	237,178
Allocation A share- MMBtu													
wellhead MMBtu	16,663	0	0	0	39,526	46,144	0	49,074	61,965	0	0	201,949	415,321
share	4.01%	0.00%	0,00%	0.00%	9,52%	11.11%	0.00%	11.82%	14.92%	0.00%	0.00%	48.62%	100.00%
share of ECMS "Net Deliv"	14,816	0	0	0	35,144	41,028	0	43,634	55,095	0	0	179,560	369,277
share of ECMS "Plant Fuel"	370	0	0	0	879	1,026	0	1,091	1,377	0	0	4,489	9,232

Allocation	A	В	В	В	A	A	A	A	A	C	_		-
Vell Name:	BB King	Gateway 22	Johnny Cash	Allman 24	Muddy Waters	Orbison	Gateway 38	Gateway 37-48	Santana 29	ECMS Clark	C ECMS Dagger	A	
ype:	Sales	Sales	Sales	Sales	Sales	Sales	Sales	Sales	Sales	Sales	Sales	Amine Unit	
Aeter#>	8180004	8180001	8180019	8180039	8180008	8180016						Outlet	
notes if	0100004	0100001	0100013	0100039	0180008	0100016	8180030	8180042	8180027	111120	111119	8180024	
Allocation A share- NGL shrink (MMBtu)							1						
Ethane	776	0	0	0	1,779	2,162	0	2,145	2,762	0	0	9.361	18,986
Propane	1,387	0	0	0	3,248	4,041	0	3,909	4,804	0	0	16,197	33.587
Isobutane	279	0	0	0	682	1,041	0	1.005	1,177	0	0	3,258	7,441
N-butane	642	0	0	0	1,626	2,076	0	2,107	2,390	0	0	7,453	16,29
Gasoline	784	0	0	0	2,717	3,327	0	4,395	4,180	0	0	11,750	27,152
shore of maldus MMOL	10.570	-		-									
share of residue, MMBtu	10,576	0	0	0	24,213	27,357	0	28,982	38,405	0	0	127,052	256,58
Step 5- Allocate ECMS NGL and residue gas values, A	Allocation B. Sa	me concepts are	applied for Allocat	on B (wells behi	nd Amine Outlet) a	s in Step 4 for th	ose wells not beh	ind the Amine Out	et				-
Allocation B basis- NGL													
Ethane	0	59,166	215,812	266,407	0	0	0	0	0	0	0	0	541,385
Propane	0	21,936	104,628	124,491	0	0	0	0	0	0	0	0	251,055
Isobutane	0	3,141	19,369	25,434	0	0	0	0	0	0	0	0	47,944
N-butane	0	5,787	40,194	48,049	0	0	0	0	0	0	0	0	94,030
Isopentane	0	1,344	11,754	14,845	0	0	0	0	0	0	0	0	27,944
N-pentane	0	1,566	13,606	16,118	0	0	0	0	0	0	0	0	31,290
C6+	0	4,852	26,105	31,865	0	0	0	0	0	0	0	0	62,822
Allocation B share- NGL													
Ethane	0.00%	10.93%	39,86%	49,21%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	100,009
Propane	0.00%	8.74%	41.68%	49.59%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	100,009
Isobutane	0.00%	6.55%	40.40%	53.05%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	100.009
N-butane	0.00%	6.15%	42.75%	51,10%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	100,009
Gasoline	0,00%	6.36%	42.17%	51.48%	0.00%	0.00%	0.00%	0.00%	0.00%	0,00%	0.00%	0.00%	100,009
Allocation B share- NGL gallons													
Allocation B share- NGL gallons Ethane	0	45 404	50.040	00.407	-								
		15,421	56,249	69,437	0	0	0	0	0	0	0	0	141,10
Propane	0	15,456	73,724	87,719	0	0	0	0	0	0	0	0	176,900
Isobutane	0	2,143	13,212	17,349	0	0	0	0	0	0	0	0	32,704
N-butane	0	4,421	30,709	36,710	0	0	0	0	0	0	0	0	71,840
Gasoline	0	6,527	43,279	52,835	0	0	0	0	0	0	0	0	102,64
Allocation B share- MMBtu											-		
wellhead MMBtu	0	23,806	88,023	108.057	0	0	0	0	0	0	0	0	240.00
share	0.00%	10.83%	40.03%	49.14%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	219,886
share of ECMS "Net Deliv"	0	19,440	71,880	88,240	0.0070	0.00%	0.00%	0.00%	0,00%	0.00%	0.00%		100.009
share of ECMS "Plant Fuel"	0	486	1,797	2,206	0	0	0	. 0	0	0	0	0	179,560 4,489
No. of the Motor of the Country of												-	1,100
Allocation B share- NGL shrink (MMBtu)		4 000	2.702										
Ethane	0	1,023	3,732	4,606	0	0	0	0	0	0	0	0	9,361
Propane	0	1,415	6,750	8,032	0	0	0	0	0	0	0	0	16,197
Isobutane	0	213	1,316	1,728	0	0	0	0	0	0	0	0	3,258
N-butane	0	459	3,186	3,808	0	0	0	0	0	0	0	0	7,453
Gasoline	0	747	4,955	6,049	0	0	0	0	0	0	0	0	11,750
share of residue, MMBtu	0	15,097	50.144	61,810	0	0	0	0	0	0	0	0	
													127,05

Allocation	A	В	В	В	A	A	A	A	A	С	С	A	
Well Name:	BB King	Gateway 22	Johnny Cash	Allman 24	Muddy Waters	Orbison	Gateway 38	Gateway 37-48	Santana 29	ECMS Clark	ECMS Dagger	Amine Unit	
Type:	Sales	Sales	Sales	Sales	Sales	Sales	Sales	Sales	Sales	Sales	Sales	Outlet	100000000000000000000000000000000000000
Meter #>	8180004	8180001	8180019	8180039	8180008	8180016	8180030	8180042	8180027	111120	111119	8180024	
Step 6- N/A													
Step 7- N/A		1		l	1		Į ,						
Giop 1-1421	8 8 1						(c) (c)):						
Step 8a (value calcs)- ECMS is returning gas to ARC	(meter 511039),	 which is being use	ed for gas lift and	fuel. Had this ga	as not been returne	ed to ARC, it wou	 ild have been sold	; this step compu	tes each wells' sh	are of the gas re	turned through 51	1039	
at the value per MMBtu computed in Step 7.					1.						Charles of the Walleton		
Buy Back, MMBtu	58,526	58,526	58,526	58,526	58,526	58,526	58,526	58,526	58,526				
Net Delivered, MMBtu	369,277	369,277	369,277	369,277	369,277	369,277	369,277	369,277	369,277				
Buy Back as % of Net Deliv (meter 111041)	15,85%	15.85%	15,85%	15,85%	15.85%	15.85%	15.85%	15,85%	15.85%				
share of ECMS "Net Deliv", MMBtu, from Step 7	14,816	19,440	71,880	88,240	35,144	41,028	0	43,634	55,095				
Incremental (Buy Back % times share of Net Deliv)	2,348	3,081	11,392	13,985	5,570	6,503	0	6,915	8,732				
					-								-
Step 8a (gal and Btu calcs)- Increase the gallons and Buy Back, MMBtu	residue MMBtus 58,526	for "sale" of gas f 58,526	rom ECMS 51103 58,526	9, to compute to 58,526	otal gallons/MMBtu 58,526	s of ECMS gas re	sturned, and to gre 58.526	ss up each wells 58,526	gallons/MMBtus 58.526		-		
Net Delivered, MMBtu	369,277	369,277	369.277	369.277	369.277	369,277					-	-	_
Buy Back as % of Net Deliv (meter 111041)	15.85%	15,85%	15,85%	15,85%			369,277	369,277	369,277		-		
buy back as % of Net Deliv (meter 111041)	15,65%	15,85%	15,85%	15,85%	15,85%	15,85%	15.85%	15.85%	15.85%				-
ethane allocated to Net Delivered (gal)	286,102	286.102	286,102	286,102	286,102	286,102	286.102	286.102	286,102			-	
propane allocated to Net Delivered (gal)	365,226	365,226	365,226	365,226	365,226	365,226	365,226	365,226	365,226				
isobutane allocated to Net Delivered (gal)	73,026	73,026	73,026	73,026	73,026	73,026	73,026	73,026	73,026		-		-
n-butane allocated to Net Delivered (gal)	150,650	150,650	150.650	150.650	150.650								
						150,650	150,650	150,650	150,650				
gasoline allocated to Net Delivered (gal)	126,037	126,037	126,037	126,037	126,037	126,037	126,037	126,037	126,037				
incremental ethane, gal	45,344	45,344	45,344	45,344	45,344	45,344	45,344	45,344	45,344				
incremental propane, gal	57,884	57,884	57,884	57,884	57,884	57,884	57.884	57.884	57.884				
incremental isobutane, gal	11,574	11,574	11,574	11,574	11,574	11,574	11,574	11,574	11,574				
incremental normal butane, gal	23,876	23,876	23,876	23,876	23.876	23,876	23,876	23,876	23,876				
incremental gasoline, gal	19,976	19,976	19,976	19,976	19,976	19,976	19,976	19,976	19,976				
Alfacetica A about from Clay 4													
Allocation A share from Step 4					-								
ethane	4.09%	0.00%	0.00%	0.00%	9.37%	11.39%	0.00%	11.30%	14.55%	0.00%	0.00%	49.31%	100.00%
propane	4.13%	0.00%	0.00%	0.00%	9.67%	12.03%	0.00%	11.64%	14.30%	0.00%	0.00%	48.23%	100.00%
isobutane	3.75%	0.00%	0.00%	0.00%	9.16%	13.98%	0.00%	13.50%	15.81%	0.00%	0.00%	43.79%	100.00%
n butane	3.94%	0.00%	0.00%	0.00%	9.98%	12.74%	0.00%	12.93%	14.67%	0.00%	0.00%	45.74%	100.00%
gasoline	2.89%	0.00%	0.00%	0.00%	10.01%	12.25%	0.00%	16.19%	15.39%	0.00%	0.00%	43.28%	100.00%
Allocation B share from Step 5	,								,				
ethane	0.00%	10.93%	39.86%	49.21%	0.00%	0.00%	0.00%	0.00%	0.00%				
propane	0.00%	8.74%	41.68%	49,59%	0.00%	0.00%	0.00%	0.00%	0.00%		1	_	_
isobutane	0.00%	6,55%	40.40%	53.05%	0.00%	0.00%	0.00%	0.00%	0.00%				-
n butane	0,00%	6,15%	42.75%	51,10%	0.00%	0.00%	0.00%	0.00%	0.00%	-	_		-
gasoline	0.00%	6.36%	42.17%	51,48%	0.00%	0.00%	0.00%	0.00%	0.00%		-	+	-
Allocation A and B share of increm gallons													
and the same of th	4.09%	5,39%	19.65%	24 2007	0.270/	11.200	0.000/	14 200/	44.550/				100.000
ethane				24.26%	9.37%	11.39%	0.00%	11,30%	14,55%				100.00%
propane	4.13%	4.21%	20.10%	23,91%	9.67%	12.03%	0.00%	11.64%	14.30%				100.00%
isobutane	3.75%	2.87%	17.69%	23.23%	9.16%	13.98%	0.00%	13.50%	15.81%				100.00%
n butane gasoline	3.94% 2.89%	2.81%	19.55% 18.25%	23.37%	9.98%	12.74% 12.25%	0.00%	12.93% 16.19%	14.67% 15.39%				100.00%
	2.3070	2,7070	10,2070		15.0170	12.2070	0.0070	10,1070	10,0070				100,00%
Share of incremental gallons	4.051	0.110	0.010	44.000									
ethane	1,854	2,443	8,912	11,002	4,249	5,164	0	5,124	6,596				45,344
propane	2,391	2,439	11,634	13,842	5,598	6,964	0	6,737	8,280				57,884
isobutane	434	332	2,047	2,688	1,060	1,619	0	1,563	1,830	=			11,574
n butane	941	672	4,668	5,581	2,383	3,042	0	3,087	3,502				23,876
gasoline	577	550	3,645	4,450	1,999	2,447	0	3,233	3,075				19,976

Allocation	A	В	В	В	A	A	A	A	A	C	C	A	
Vell Name:	BB King	Gateway 22	Johnny Cash	Allman 24	Muddy Waters	Orbison	Gateway 38	Gateway 37-48		ECMS Clark	ECMS Dagger	Amine Unit	
ype:	Sales	Sales	Sales	Sales	Sales	Sales	Sales	Sales	Sales	Sales	Sales	Outlet	
leter #>	8180004	8180001	8180019	8180039	8180008	8180016	8180030	8180042	8180027	111120	111119	8180024	
				010000	0100000	0100010	0.00000	0100042	0100021	111120	111110	0100024	_
esidue allocated to Net Delivered, MMBtu	256,618	256,618	256.618	256,618	256.618	256,618	256,618	256,618	256,618				_
Buy Back as % of Net Deliv (meter 111041)	15,85%	15.85%	15,85%	15.85%	15.85%	15.85%	15.85%	15.85%	15.85%				
incremental residue. MMBtu	40,671	40.671	40.671	40.671	40.671	40,671	40.671	40.671					
Allocation A share of Net Deliv, MMBtu (Step 4)	10,576	0	0	40,671					40,671				40,67
Allocation B share of Net Deliv, MMBtu (Step 4)	0	15,097	50.144	61.810	24,213	27,357	0	28,982	38,405				129,5
					0	0	0	0	0				127,0
Share of Net Delivered	4.12%	5,88%	19.54%	24.09%	9.44%	10.66%	0.00%	11.30%	14.97%				100.0
incremental residue, MMBtu	1,676	2,393	7,948	9,798	3,838	4,336	0	4,594	6,088				40,67
tep 8b (gallon and Btu calcs) - Calculate gallons an	d residue MMBtu	of Santana gas re	turned to field; us	e the gallons and	MMBtus from Ste	ep 4 (sold gas) an	d apply ratio of s	old to return gas to	compute gallons	and MMBtus in	retum gas		
Santana data from Step 4													
ethane, gal	41,631	41,631	41,631	41,631	41,631	41,631	41,631	41,631	41,631	41,631	41,631		
propane, gal	52,471	52,471	52,471	52,471	52,471	52,471	52,471	52,471	52,471	52,471	52,471		
isobutane, gal	11,810	11,810	11,810	11,810	11,810	11,810	11,810	11,810	11,810	11,810	11,810		
n butane, gal	23,036	23,036	23,036	23,036	23,036	23,036	23,036	23,036	23,036	23,036	23,036		
gasoline, gal	36,510	36,510	36,510	36,510	36,510	36,510	36,510	36,510	36,510	36,510	36,510		
residue, MMBtu	38,405	38,405	38,405	38,405	38,405	38,405	38,405	38,405	38,405	38,405	38,405		
Santana sold gas, Meter 8180027, Mcf	48,234	48,234	48,234	48,234	48,234	48,234	48,234	48,234	48,234	48,234	48,234		
Santana gas used as return, Meter 818056, Mcf	34,909	34,909	34,909	34,909	34,909	34,909	34,909	34,909	34,909	34,909	34,909		
gallons and MMBtu in Santana return gas					-								
ethane, gal	30.130	30.130	30.130	30.130	30.130	30,130	30.130	30,130	30.130	30.130	30.130		-
propane, gal	37,976	37,976	37,976	37,976	37,976	37,976	37,976	37,976	37,976	37,976	37,976		
isobutane, gal	8,547	8,547	8,547	8,547	8,547	8,547	8,547	8,547	8.547				
n butane, gal	16,672	16.672	16.672	16.672	16,672	16.672	16.672			8,547	8,547		
gasoline, gal	26,424	26,424	26,424	26,424				16,672	16,672	16,672	16,672		
residue, MMBtu	27,795	27,795	27,795		26,424	26,424	26,424	26,424	26,424	26,424	26,424		
residue, MMOta	27,795	27,795	27,795	27,795	27,795	27,795	27,795	27,795	27,795	27,795	27,795		
Step 9a (value calcs)- The value of the Santana retu	med see in Stee I	Oh is added to the		5010 5	1000			and the second s					
	med gas in Step (op is added to the	value of the gas	nrough ECMS 51	1039 computed in	Step Ba to deter	mine the total val	ue of gas returned	to the field. Eac	h wells' share of	this		
value is determined by taking that wells' metered reti	imed nas usana i	in Mcf divided by t								0400000	P		
value is determined by taking that wells' metered retu	umed gas usage i	in Mcf divided by t					0400000	0400044					-
value is determined by taking that wells' metered reto Meter	urned gas usage i 8180013	in Mcf divided by t 8180009	8180020	8180041	8180012	8180018	8180032	8180044	8180029	8180055	8180054		
alue is determined by taking that wells' metered reto Meter Mcf, metered	8180013 762	8180009 22,015	8180020 1,034	8180041 298	8180012 207	8180018 198	11,108	16,423	332	16,728	18,732		
alue is determined by taking that wells' metered retu Meter	urned gas usage i 8180013	in Mcf divided by t 8180009	8180020	8180041	8180012	8180018							
alue is determined by taking that wells' metered retu Meter Mcf., metered Share of return gas, %	8180013 762 0.80%	8180009 22,015 23.10%	8180020 1,034 1.09%	8180041 298	8180012 207	8180018 198	11,108	16,423	332	16,728	18,732		
alue is determined by taking that wells' metered retu Meter Mcf, metered Share of return gas, %	8180013 762 0.80%	8180009 22,015 23.10%	8180020 1,034 1.09%	8180041 298	8180012 207	8180018 198	11,108	16,423	332	16,728	18,732		
alue is determined by taking that wells' metered returned Meter Mcf, metered Share of return gas, % Step 9a (gallon and Btu calcs)- Allocation of returned combine the gallons and MMBtus from ECMS and S.	8180013 762 0.80%	In Mcf divided by to 8180009 22,015 23.10%	8180020 1,034 1.09% MS and Santana	8180041 298 0.31%	8180012 207 0.22%	8180018 198 0.21%	11,108 11.66%	16,423 17.23%	332 0.35%	16,728 17.55%	18,732 19.66%		
Alue is determined by taking that wells' metered returned to the Meter Mcf., metered Share of return gas, % Step 9a (gallon and 8tu calcs)- Allocation of returned to sombline the gallons and MMBtus from ECMS and States.	8180013 762 0.80% i gas gallons and antana (8a+8b) 75,474	in Mcf divided by the 8180009 22,015 23,10% MMBtus from ECI	8180020 1,034 1.09% MS and Santana 75,474	8180041 298 0.31%	8180012 207 0.22% 75,474	8180018 198 0.21%	11,108 11.66% 75,474	16,423 17.23% 75,474	332 0.35% 75,474	16,728 17.55%	18,732 19.66% 75,474		
Alue is determined by taking that wells' metered returned Meter Mot, metered Share of return gas, % Step 9a (gallon and Btu calcs)- Allocation of returned combine the gallons and MMBtus from ECMS and Stethane, gal propane, gal	med gas usage 8180013 762 0.80% 1 gas gallons and antana (8a+8b) 75,474 95,860	m Mcf divided by t 8180009 22,015 23,10% MMBtus from ECI 75,474 95,860	8180020 1,034 1.09% MS and Santana 75,474 95,860	8180041 298 0.31% 75,474 95,860	8180012 207 0.22% 75,474 95,860	8180018 198 0.21% 75,474 95,860	11,108 11.66% 75,474 95,860	16,423 17.23% 75,474 95,860	332 0.35% 75,474 95,860	16,728 17.55% 75,474 95,860	18,732 19.66% 75,474 95,860		
alue is determined by taking that wells' metered retu- Meter Mcf., metered Share of return gas, % Step 9a (gallon and Btu calcs)- Allocation of returned ombine the gallons and MMBtus from ECMS and Sethane, gal propane, gal isobutane, gal	med gas usage 8180013 762 0.80% i gas gallons and antana (8a+8b) 75,474 95,860 20,121	MMBtus from ECI 75,474 95,860 20,121	8180020 1,034 1.09% MS and Santana 75,474 95,860 20,121	8180041 298 0.31% 75,474 95,860 20,121	8180012 207 0.22% 75,474 95,860 20,121	8180018 198 0.21% 75,474 95,860 20,121	11,108 11.66% 75,474 95,860 20,121	75,474 95,860 20,121	332 0.35% 75,474 95,860 20,121	16,728 17.55% 75,474 95,860 20,121	18,732 19.66% 75,474 95,860 20,121		
alue is determined by taking that wells' metered returned Meter Mot, metered Share of return gas, % Step 9a (gallon and 8tu calcs)- Allocation of returned combine the gallons and MMBtus from ECMS and Sethane, gal propane, gal isobutane, gal n butane, gal	urned gas usage 8180013 762 0.80%	m Mcf divided by t 8180009 22,015 23,10% MMBtus from ECI 75,474 95,860 20,121 40,549	8180020 1,034 1,09% MS and Santana 75,474 95,860 20,121 40,549	8180041 298 0.31% 75,474 95,860 20,121 40,549	8180012 207 0.22% 75,474 95,860 20,121 40,549	8180018 198 0.21% 75,474 95,860 20,121 40,549	75,474 95,860 20,121 40,549	75,474 95,860 20,121 40,549	332 0.35% 75,474 95,860 20,121 40,549	16,728 17.55% 75,474 95,860 20,121 40,549	18,732 19.66% 75,474 95,860 20,121 40,549		
alue is determined by taking that wells' metered retu- Meter Mcf., metered Share of return gas, % itep 9a (gallon and Btu calcs)- Allocation of returned ombine the gallons and MMBtus from ECMS and Siethane, gal propane, gal isobutane, gal gasoline, gal gasoline, gal	umed gas usage 8180013 762 0.80% d gas gallons and antana (8a+8b) 75,474 95,860 20,121 40,549 46,400	m Mcf divided by t 8180009 22,015 23,10% MMBtus from ECI 75,474 95,860 20,121 40,549 46,400	8180020 1,034 1.09% MS and Santana 75,474 95,860 20,121 40,549 46,400	75,474 95,860 20,121 40,549 46,400	8180012 207 0.22% 75,474 95,860 20,121 40,549 46,400	8180018 198 0.21% 75,474 95,860 20,121 40,549 46,400	11,108 11.66% 15,474 95,860 20,121 40,549 46,400	16,423 17.23% 75,474 95,860 20,121 40,549 46,400	332 0.35% 75,474 95,860 20,121 40,549 46,400	16,728 17.55% 17.55% 75,474 95,860 20,121 40,549 46,400	18,732 19,66% 75,474 95,860 20,121 40,549 46,400		
alue is determined by taking that wells' metered returned Meter Mcf., metered Share of return gas, % tep 9a (gallon and 8tu calcs)- Allocation of returned ombine the gallons and MMBtus from ECMS and Settane, gal propane, gal isobutane, gal n butane, gal	urned gas usage 8180013 762 0.80%	m Mcf divided by t 8180009 22,015 23,10% MMBtus from ECI 75,474 95,860 20,121 40,549	8180020 1,034 1,09% MS and Santana 75,474 95,860 20,121 40,549	8180041 298 0.31% 75,474 95,860 20,121 40,549	8180012 207 0.22% 75,474 95,860 20,121 40,549	8180018 198 0.21% 75,474 95,860 20,121 40,549	75,474 95,860 20,121 40,549	75,474 95,860 20,121 40,549	332 0.35% 75,474 95,860 20,121 40,549	16,728 17.55% 75,474 95,860 20,121 40,549	18,732 19.66% 75,474 95,860 20,121 40,549		
alue is determined by taking that wells' metered returned Meter Mot, metered Share of return gas, % Step 9a (gallon and 8tu calcs)- Allocation of returned ombine the gallons and MMBtus from ECMS and Sethane, gal propane, gal isobutane, gal n butane, gal gasoline, gal residue, MMBtu	umed gas usage 8180013 762 0.80% d gas gallons and antana (8a+8b) 75,474 95,860 20,121 40,549 46,400	m Mcf divided by t 8180009 22,015 23,10% MMBtus from ECI 75,474 95,860 20,121 40,549 46,400	8180020 1,034 1.09% MS and Santana 75,474 95,860 20,121 40,549 46,400	75,474 95,860 20,121 40,549 46,400	8180012 207 0.22% 75,474 95,860 20,121 40,549 46,400 68,467	8180018 198 0.21% 75,474 95,860 20,121 40,549 46,400 68,467	11,108 11,66% 11,66% 75,474 95,860 20,121 40,549 46,400 68,467	75,474 95,860 20,121 40,549 46,400 68,467	332 0.35% 75,474 95,860 20,121 40,549 46,400 68,467	75,474 95,860 20,121 40,549 46,400 68,467	18,732 19,66% 75,474 95,860 20,121 40,549 46,400 68,467		
alue is determined by taking that wells' metered returned Meter Mot, metered Share of return gas, % Itep 9a (gallon and Btu calcs)- Allocation of returned ombine the gallons and MMBtus from ECMS and Settane, gal propane, gal isobutane, gal n butane, gal gasoline, gal residue, MMBtu	uned gas usage 8180013 762 0.80% 1 gas gallons and antana (8a+8b) 75,474 95,860 20,121 40,549 46,400 68,467	m Mcf divided by t 8180009 22,015 23,10% MMBtus from ECI 75,474 95,860 20,121 40,549 46,400 68,467	8180020 1,034 1.09% MS and Santana 75,474 95,860 20,121 40,549 46,400 68,467	75,474 95,860 20,121 40,549 46,400 68,467	8180012 207 0.22% 75,474 95,860 20,121 40,549 46,400 68,467 0.22%	8180018 198 0.21% 75,474 95,860 20,121 40,549 46,400 68,467 0.21%	75,474 95,860 20,121 40,549 46,400 68,467	75,474 95,860 20,121 40,549 46,400 68,467	75,474 95,860 20,121 40,549 46,400 68,467	75,474 95,860 20,121 40,549 46,400 68,467	18,732 19,66% 75,474 95,860 20,121 40,549 46,400 68,467 19,66%		
Alue is determined by taking that wells' metered returned Meter Moter Mot, metered Share of return gas, % Step 9a (gallon and Btu calcs)- Allocation of returned combine the gallons and MMBtus from ECMS and Stethane, gal propane, gal isobutane, gal gasoline, gal residue, MMBtu Share of return gas, % ethane, gal	med gas usage 8180013 762 0.80% 1 gas gallons and antana (8a+8b) 75,474 95,860 20,121 40,549 46,400 68,467 0.80% 603	m Mcf divided by t 8180009 22,015 23,10% MMBtus from ECI 75,474 95,860 20,121 40,549 46,400 68,467 23,10% 17,435	8180020 1,034 1.09% MS and Santana 75,474 95,860 20,121 40,549 46,400 68,467 1.09% 819	8180041 298 0.31% 75,474 95,860 20,121 40,549 46,400 68,467 0.31% 236	8180012 207 0.22% 75,474 95,860 20,121 40,549 46,400 68,467 0.22%	8180018 198 0.21% 75,474 95,860 20,121 40,549 46,400 68,467 0.21%	11,108 11.66% 11.66% 75,474 95,860 20,121 40,549 46,400 68,467 11.66% 8,797	75,474 95,860 20,121 40,549 46,400 68,467 17,23%	332 0.35% 75,474 95,860 20,121 40,549 46,400 68,467 0.35% 263	16,728 17.55% 17.55% 75,474 95,860 20,121 40,549 46,400 68,467 17.55% 13,248	18,732 19,66% 75,474 95,860 20,121 40,549 46,400 68,467 19,66% 14,835		
alue is determined by taking that wells' metered returned Meter Mot, metered Share of return gas, % Step 9a (gallon and 8tu calcs)- Allocation of returned combine the gallons and MMBtus from ECMS and Stethane, gal propane, gal isobutane, gal n butane, gal gasoline, gal residue, MMBtu Share of return gas, % ethane, gal propane, gal	uned gas usage 8180013 762 0.80% 1 gas gallons and antana (8a+8b) 75,474 95,860 20,121 40,549 46,400 68,467 0.80% 603 766	m Mcf divided by t 8180009 22,015 23,10% MMBtus from ECI 75,474 95,860 20,121 40,549 46,400 68,467 23,10% 17,435 22,145	8180020 1,034 1.09% MS and Santana 75,474 95,860 20,121 40,549 46,400 68,467 1.09% 819 1,040	8180041 298 0.31% 75,474 95,860 20,121 40,549 46,400 68,467 0.31% 236 300	8180012 207 0.22% 75,474 95,860 20,121 40,549 46,400 68,467 0.22% 164 208	8180018 198 0.21% 75,474 95,860 20,121 40,549 46,400 68,467 0.21% 157 199	11,108 11,66% 11,66% 75,474 95,860 20,121 40,549 46,400 68,467 11,66% 8,797 11,174	75,474 95,860 20,121 40,549 46,400 68,467 17,23% 13,007 16,520	332 0.35% 75,474 95,860 20,121 40,549 46,400 68,467 0.35% 263 334	16,728 17,55% 75,474 95,860 20,121 40,549 46,400 68,467 17,55% 13,248 16,827	18,732 19,86% 75,474 95,860 20,121 40,549 46,400 68,467 19,66% 14,835 18,842		
alue is determined by taking that wells' metered retu- Meter Mcf., metered Share of return gas, % Itep 9a (gallon and 8tu calcs)- Allocation of returned ombine the gallons and MMBtus from ECMS and Siethane, gal propane, gal isobutane, gal pobutane, gal gasoline, gal residue, MMBtu Ithare of return gas, % ethane, gal propane, gal isobutane, gal propane, gal isobutane, gal propane, gal isobutane, gal propane, gal isobutane, gal	uned gas usage 8180013 762 0.80% 1 gas gallons and antana (8a+8b) 75,474 95,860 20,121 40,549 46,400 68,467 0.80% 603 766 161	m Mcf divided by t 8180009 22,015 23,10% MMBtus from ECI 75,474 95,860 20,121 40,549 46,400 68,467 23,10% 17,435 22,145 4,648	8180020 1,034 1.09% MS and Santana 75,474 95,860 20,121 40,549 46,400 68,467 1.09% 819 1,040 218	8180041 298 0.31% 75,474 95,860 20,121 40,549 46,400 68,467 0.31% 236 300 63	8180012 207 0.22% 75,474 95,860 20,121 40,549 46,400 68,467 0.22% 164 208	8180018 198 0.21% 75,474 95,860 20,121 40,549 46,400 68,467 0.21% 157 199 42	11,108 11,66% 11,66% 75,474 95,860 20,121 40,549 46,400 68,467 11,66% 8,797 11,174 2,345	75,474 95,860 20,121 40,549 46,400 68,467 17,23% 13,007 16,520 3,468	332 0.35% 75,474 95,860 20,121 40,549 46,400 68,467 0.35% 263 334 70	75,474 95,860 20,121 40,549 46,400 68,467 17,55% 13,248 16,827 3,532	18,732 19,66% 75,474 95,860 20,121 40,549 46,400 68,467 19,66% 14,835 18,842 3,955		
alue is determined by taking that wells' metered returned Meter Moter Moter Mot, metered Share of return gas, % Step 9a (gallon and Btu calcs)- Allocation of returned ombine the gallons and MMBtus from ECMS and Sethane, gal propane, gal isobutane, gal gasoline, gal gasoline, gal residue, MMBtu Share of return gas, % ethane, gal propane, gal isobutane, gal n butane, gal n butane, gal	umed gas usage 8180013 762 0.80% 1 gas gallons and antana (8a+8b) 75,474 95,860 20,121 40,549 46,400 68,467 0.80% 603 766 161 324	MMBtus from ECI 75,474 95,860 20,121 40,549 46,400 68,467 23,10% 17,435 22,145 4,648 9,367	8180020 1,034 1.09% MS and Santana 75,474 95,860 20,121 40,549 46,400 68,467 1.09% 819 1,040 218	8180041 298 0.31% 75,474 95,860 20,121 40,549 46,400 68,467 0.31% 236 300 63 127	8180012 207 0.22% 75,474 95,860 20,121 40,549 46,400 68,467 0.22% 164 208 44	8180018 198 0.21% 75,474 95,860 20,121 40,549 46,400 68,467 0.21% 157 199 42 84	75,474 95,860 20,121 40,549 46,400 68,467 11,66% 8,797 11,174 2,345 4,726	75,474 95,860 20,121 40,549 46,400 68,467 17,23% 13,007 16,520 3,468 6,988	75,474 95,860 20,121 40,549 46,400 68,467 0,35% 263 334 70	75,474 95,860 20,121 46,400 68,467 17,55% 13,248 16,827 3,532 7,118	18,732 19,66% 75,474 95,860 20,121 40,549 46,400 68,467 19,66% 14,835 18,842 3,955 7,970		
alue is determined by taking that wells' metered retu- Meter Mot, metered Share of return gas, % Step 9a (gallon and Btu calcs)- Allocation of returned ombine the gallons and MMBtus from ECMS and Signature, gal propane, gal isobutane, gal posturne, gal gasoline, gal residue, MMBtu Share of return gas, % ethane, gal propane, gal isobutane, gal propane, gal isobutane, gal propane, gal isobutane, gal propane, gal isobutane, gal isobutane, gal isobutane, gal isobutane, gal isobutane, gal isobutane, gal	uned gas usage 8180013 762 0.80% 1 gas gallons and antana (8a+8b) 75,474 95,860 20,121 40,549 46,400 68,467 0.80% 603 766 161	m Mcf divided by t 8180009 22,015 23,10% MMBtus from ECI 75,474 95,860 20,121 40,549 46,400 68,467 23,10% 17,435 22,145 4,648	8180020 1,034 1.09% MS and Santana 75,474 95,860 20,121 40,549 46,400 68,467 1.09% 819 1,040 218	8180041 298 0.31% 75,474 95,860 20,121 40,549 46,400 68,467 0.31% 236 300 63	8180012 207 0.22% 75,474 95,860 20,121 40,549 46,400 68,467 0.22% 164 208	8180018 198 0.21% 75,474 95,860 20,121 40,549 46,400 68,467 0.21% 157 199 42	11,108 11,66% 11,66% 75,474 95,860 20,121 40,549 46,400 68,467 11,66% 8,797 11,174 2,345	75,474 95,860 20,121 40,549 46,400 68,467 17,23% 13,007 16,520 3,468	332 0.35% 75,474 95,860 20,121 40,549 46,400 68,467 0.35% 263 334 70	75,474 95,860 20,121 40,549 46,400 68,467 17,55% 13,248 16,827 3,532	18,732 19,66% 75,474 95,860 20,121 40,549 46,400 68,467 19,66% 14,835 18,842 3,955		

	-												
llocation	A	В	В	В	A	A	A	A	A	С	C	A	
Vell Name:	BB King	Gateway 22	Johnny Cash	Allman 24	Muddy Waters	Orbison	Gateway 38	Gateway 37-48	Santana 29	ECMS Clark	ECMS Dagger	Amine Unit	
ype:	Sales	Sales	Sales	Sales	Sales	Sales	Sales	Sales	Sales	Sales	Sales	Outlet	
Neter #>	8180004	8180001	8180019	8180039	8180008	8180016	8180030	8180042	8180027	111120	111119	8180024	
step 9b- Gas returned to the field is used to power e	1	and gas lift comp	ressors, and for in	ecting gas lift do	ownhole to facilitate	production of o	il and gas. This s	tep divides the value	ue of the return g	as in Step 9a	- 2		
Generator Mcfd	13	13	13	13			13	13					
Generator Mcf	403	403	403	403	-		403	403					
Total Metered Return Gas, Mcf	762	22,015	1,034	298	-		11,108	16.423					
Metered Usage minus Generator, Mcf	359	21,612	631	-105	-		10,705	16,020			53		
Modified Generator Mcf	403	403	403	298	-		403	403					
											1 1		
Gas Lift Compressor Fuel Mcfd	35	35	35	35			35	35		*.			
Gas Lift Compressor Fuel Mcf	1,085	1,085	1,085	1,085	-		1,085	1,085					
											1		
Total, minus Generator, minus comp, Mcf	-726	20,527	-454	-1,085			9,620	14,935					
Modified Gas Lift Compressor Fuel, Mcf	359	1,085	631	0			1,085	1,085			55		
Gas Lift Injected Mcf		20,527	0	0			9,620	14,935		l			
Odd Elk Hijotod Wid		20,021	v	0			5,020	14,555					
Compute gas usage % by type													-
Generator Mcf	403	403	403	298	207	198	403	403	332				
Gas Lift Compressor Fuel Mcf	359	1,085	631	0	0	0	1.085	1,085					
Gas Lift Injected Mcf	0	20,527	0	0	0	0	9.620	14.935		16,728	18,732		
Other Mcf								7.16		15,125	1011.02		
Total Mcf	762	22,015	1,034	298	207	198	11,108	16,423	332	16,728	18,732		
Generator %	52.89%	1.83%	38.97%	100.00%	100,00%	100,00%	3.63%	2.45%	100.00%		-		_
Gas Lift Compressor Fuel %	47.11%	4.93%	61.03%	0.00%	100,0070	100.0070	9.77%	6,61%	100,0070				_
Gas Lift Injected %	0.00%	93.24%	0.00%	0.00%			86,60%	90.94%		100,00%	100.00%		_
Other %	0.0076	00.2470	0.0070	0,0070			00.0076	30.0470		100.0070	100.0076		-
Total, %	100.00%	100.00%	100.00%	100,00%	100,00%	100,00%	100.00%	100,00%	100,00%	100,00%	100,00%		
Senerator share ethane, gal	319	319	319	236	164	157	319	319	263	0	0		_
propane, gal	405	405	405	300	208	199	405	405	334	0	0		
isobutane, gal	85	85	85	63	44	42	85	85	70	0	0		-
n butane, gal	171	171	171	127	88	84	171	171	141	0	0		_
gasoline, gal	196	196	196	145	101	96	196	196	162	0	0		-
residue, MMBtu	290	290	290	214	149	142	290	290	239	0	0		-
			200	A. 1-7	140	37-1	200	200	200	~	U		
Sas Lift Compressor Fuel share													
ethane, gal	284	859	500	0	0	0	859	859	0	0	0		
propane, gal	361	1,091	635	0	0	0	1,091	1,091	0	0	0		
isobutane, gal	76	229	133	0	0	0	229	229	0	0	0		
n butane, gal	153	462	268	0	0	0	462	462	0	0	0		
gasoline, gal	175	528	307	0	0	0	528	528	0	0	0		
residue, MMBtu	258	780	453	0	0	0	780	780	0	0	0		
Sas Lift Injected share													
ethane, gal	0	16,257	0	0	0	0	7,619	11,828	0	13,248	14,835		
propane, gal	0	20,648	0	0	0	0	9,677	15,023	0	16,827	18,842		
isobutane, gal	0	4,334	0	0	0	0	2,031	3,153	0	3,532	3.955		
n butane, gal	0	8,734	0	0	0	0	4,093	6,355	0	7,118	7,970		
gasoline, gal	0	9,994	0	0	0	0	4.684	7,272	0	8.145	9,120		-
residue. MMBtu	0	14.748	0	0	0	0	6,911	10.730	0	12,018	13,458		
roduso, minora		17/170					0,011	10,700	U	12,010	10,400		-

Allocation	A	В	В	В	A	Α	A			_			
Well Name:	BB King	Gateway 22	Johnny Cash	Allman 24	Muddy Waters	Orbison	Gateway 38	A Gateway 37-48	A Santana 29	C	C	Α	
Type:	Sales	Sales	Sales	Sales	Sales	Sales	Sales			ECMS Clark	ECMS Dagger	Amine Unit	
Meter#>	8180004	8180001	8180019	8180039	8180008	8180016	8180030	Sales 8180042	Sales	Sales	Sales	Outlet	
Other share	0100004	0100001	0100010	0100033	0100000	0100010	8180030	0100042	8180027	111120	111119	8180024	
ethane, gal	0	0	0	0	0	0	-	-					
propane, gal	0	0	0	0	0	0	0	0	0	0	0		
isobutane, gal	0	0	0	0	0	0	0	0		0	0		
n butane, gal	0	0	0	0	0	0	0		0	0	0		
gasoline, gal	0	0	0	0	0	0	0	0	0	0	0		
residue. MMBtu	0	0	0	0	0	0	0	0	0	0	0		
, minota		-	0		0	0	0	0	0	0	0		
Total of all four usage types													
ethane, gal	603	17,435	819	236	164	157	8.797	13,007	263	13,248	14,835		
propane, gal	766	22,145	1,040	300	208	199	11,174	16,520	334	16,827	18,842		_
isobutane, gal	161	4.648	218	63	44	42	2,345	3,468	70	3,532	3,955		
n butane, gal	324	9,367	440	127	88	84	4,726	6,988	141	7,118	7,970		
gasoline, gal	371	10.719	503	145	101	96	5,408	7,996	162	8,145	9,120		
residue, MMBtu	547	15,817	743	214	149	142	7,981	11,799	239	12,018	13,458		
			12-12-1		1.10		1,001	11,100	200	12,010	13,430		
Step 10 (gallons and Btu) - Compute sold plus incr Sold to ECMS from Step 4	emental minus injec	cted, gallons and	MMBtu										
ethane, gal	11,700	15,421	56,249	69,437	26,815	32,592	0	32.341	41,631	-			
propane, gal	15,151	15,456	73,724	87,719	35,473	44,129	0	42,694	52,471	0	0		286,185
isobutane, gal	2,804	2,143	13,212	17,349	6,842	10,445	0	10,086	11,810	0	0		366,818
n butane, gal	6,191	4.421	30,709	36,710	15,677	20,012	0	20,308	23,036	0	0		74,691
gasoline, gal	6,847	6,527	43,279	52,835	23,732	29,059	0	38,390	36,510	0	0		157,064
residue, MMBtu	10,576	15,097	50,144	61,810	24.213	27,357	0	28,982	38,405	0	0		237,178 256,585
					21,210	27,007	-	20,002	50,405	- 0	0		256,585
incremental gallons/MMBtu from Step 8a										-			
ethane, gal	1,854	2,443	8,912	11,002	4,249	5,164	0	5,124	6,596	0	0		
propane, gal	2,391	2,439	11,634	13,842	5,598	6,964	0	6,737	8,280	0	0		
isobutane, gal	434	332	2,047	2,688	1,060	1,619	0	1,563	1,830	0	0		
n butane, gal	941	672	4,668	5,581	2,383	3,042	0	3,087	3,502	0	0		
gasoline, gal	577	550	3,645	4,450	1,999	2,447	0	3,233	3.075	0	0		-
residue, MMBtu	1,676	2,393	7,948	9,798	3,838	4,336	0	4,594	6,088	0	0		
Gallons/MMBtu in injected gas from Step 9b													
	-		0	0	0	0	7,619	11,828	0	13,248	14,835		
ethane, gal	0	16,257						15,023	0	16,827	18,842		
ethane, gal propane, gal	0	20,648	0	0	0	0	9,677						
ethane, gal propane, gal isobutane, gal	0	20,648 4,334	0	0	0	0	2,031	3,153	0	3,532	3,955		
ethane, gal propane, gal isobutane, gal n butane, gal	0 0	20,648 4,334 8,734	0 0 0	0	0	0	2,031 4,093	3,153 6,355	0	7,118	7,970		
ethane, gal propane, gal isobutane, gal n butane, gal gasoline, gal	0 0 0	20,648 4,334 8,734 9,994	0 0 0	0 0	0 0 0	0	2,031 4,093 4,684	3,153 6,355 7,272	0 0	7,118 8,145	7,970 9,120		_
ethane, gal propane, gal isobutane, gal n butane, gal	0 0	20,648 4,334 8,734	0 0 0	0	0	0	2,031 4,093	3,153 6,355	0	7,118	7,970		
ethane, gal propane, gal isobutane, gal n butane, gal gasoline, gal residue, MMBtu	0 0 0	20,648 4,334 8,734 9,994	0 0 0	0 0	0 0 0	0	2,031 4,093 4,684	3,153 6,355 7,272	0 0	7,118 8,145	7,970 9,120		
ethane, gal propane, gal isobutane, gal n butane, gal gasoline, gal residue, MMBtu Sold plus incremental minus injected	0 0 0 0	20,648 4,334 8,734 9,994 14,748	0 0 0 0	0 0 0	0 0 0 0	0 0 0	2,031 4,093 4,684 6,911	3,153 6,355 7,272 10,730	0 0 0 0	7,118 8,145 12,018	7,970 9,120 13,458		
ethane, gal propane, gal isobutane, gal n butane, gal gasoline, gal gasoline, gal residue, MMBtu Sold plus incremental minus injected ethane, gal	0 0 0 0 0 0	20,648 4,334 8,734 9,994 14,748	0 0 0 0 0 0	0 0 0 0	0 0 0 0	0 0 0 0 0	2,031 4,093 4,684 6,911	3,153 6,355 7,272 10,730	0 0 0 0	7,118 8,145 12,018	7,970 9,120 13,458		
ethane, gal propane, gal isobutane, gal n butane, gal gasoline, gal residue, MMBtu Sold plus incremental minus injected ethane, gal propane, gal	0 0 0 0 0 0 13,554 17,542	20,648 4,334 8,734 9,994 14,748 1,608 -2,753	0 0 0 0 0 0 0 65,162 85,357	0 0 0 0 0 80,438 101,562	0 0 0 0 0 31,064 41,071	0 0 0 0 0 37,755 51,092	2,031 4,093 4,684 6,911 -7,619 -9,677	3,153 6,355 7,272 10,730 25,637 34,408	0 0 0 0 0 48,227 60,751	7,118 8,145 12,018 -13,248 -16,827	7,970 9,120 13,458 -14,835 -18,842		
ethane, gal propane, gal isobutane, gal n butane, gal gasoline, gal residue, MMBtu Sold plus incremental minus injected ethane, gal propane, gal isobutane, gal	0 0 0 0 0 0 13,554 17,542 3,238	20,648 4,334 8,734 9,994 14,748 1,608 -2,753 -1,859	0 0 0 0 0 0 0 65,162 85,357 15,259	0 0 0 0 0 80,438 101,562 20,037	0 0 0 0 0 31,064 41,071 7,902	0 0 0 0 37,755 51,092 12,063	2,031 4,093 4,684 6,911 -7,619 -9,677 -2,031	3,153 6,355 7,272 10,730 25,637 34,408 8,496	0 0 0 0 0 48,227 60,751 13,640	7,118 8,145 12,018 -13,248 -16,827 -3,532	7,970 9,120 13,458 -14,835 -18,842 -3,955		
ethane, gal propane, gal isobutane, gal n butane, gal gasoline, gal residue, MMBtu Sold plus incremental minus injected ethane, gal propane, gal isobutane, gal n butane, gal	0 0 0 0 0 0 13,554 17,542 3,238 7,133	20,648 4,334 8,734 9,994 14,748 1,608 -2,753	0 0 0 0 0 0 0 65,162 85,357 15,259 35,377	0 0 0 0 80,438 101,562 20,037 42,290	0 0 0 0 31,064 41,071 7,902 18,061	0 0 0 0 37,755 51,092 12,063 23,054	2,031 4,093 4,684 6,911 -7,619 -9,677 -2,031 -4,093	3,153 6,355 7,272 10,730 25,637 34,408 8,496 17,040	0 0 0 0 0 48,227 60,751 13,640 26,538	7,118 8,145 12,018 -13,248 -16,827 -3,532 -7,118	7,970 9,120 13,458 -14,835 -18,842 -3,955 -7,970		
ethane, gal propane, gal isobutane, gal n butane, gal gasoline, gal residue, MMBtu Sold plus incremental minus injected ethane, gal propane, gal isobutane, gal	0 0 0 0 0 0 13,554 17,542 3,238	20,648 4,334 8,734 9,994 14,748 1,608 -2,753 -1,859 -3,641	0 0 0 0 0 0 0 65,162 85,357 15,259	0 0 0 0 80,438 101,562 20,037 42,290 57,284	0 0 0 0 0 31,064 41,071 7,902 18,061 25,731	0 0 0 0 37,755 51,092 12,063 23,054 31,506	2,031 4,093 4,684 6,911 -7,619 -9,677 -2,031 -4,093 -4,684	3,153 6,355 7,272 10,730 25,637 34,408 8,496 17,040 34,351	0 0 0 0 0 48,227 60,751 13,640 26,538 39,585	7,118 8,145 12,018 -13,248 -16,827 -3,532 -7,118 -8,145	7,970 9,120 13,458 -14,835 -18,842 -3,955 -7,970 -9,120		
ethane, gal propane, gal isobutane, gal n butane, gal n butane, gal gasoline, gal residue, MMBtu Sold plus incremental minus injected ethane, gal propane, gal isobutane, gal n butane, gal gasoline, gal	0 0 0 0 0 0 0 13,554 17,542 3,238 7,133 7,423	20,648 4,334 8,734 9,994 14,748 1,608 -2,753 -1,859 -3,641 -2,917	0 0 0 0 0 0 0 65,162 85,357 15,259 35,377 46,924	0 0 0 0 80,438 101,562 20,037 42,290	0 0 0 0 31,064 41,071 7,902 18,061	0 0 0 0 37,755 51,092 12,063 23,054	2,031 4,093 4,684 6,911 -7,619 -9,677 -2,031 -4,093	3,153 6,355 7,272 10,730 25,637 34,408 8,496 17,040	0 0 0 0 0 48,227 60,751 13,640 26,538	7,118 8,145 12,018 -13,248 -16,827 -3,532 -7,118 -8,145 -12,018	7,970 9,120 13,458 -14,835 -18,842 -3,955 -7,970 -9,120 -13,458		
ethane, gal propane, gal isobutane, gal n butane, gal n butane, gal gasoline, gal residue, MMBtu Sold plus incremental minus injected ethane, gal propane, gal isobutane, gal n butane, gal gasoline, gal	0 0 0 0 0 0 0 13,554 17,542 3,238 7,133 7,423	20,648 4,334 8,734 9,994 14,748 1,608 -2,753 -1,859 -3,641 -2,917	0 0 0 0 0 0 0 65,162 85,357 15,259 35,377 46,924	0 0 0 0 80,438 101,562 20,037 42,290 57,284	0 0 0 0 0 31,064 41,071 7,902 18,061 25,731	0 0 0 0 37,755 51,092 12,063 23,054 31,506	2,031 4,093 4,684 6,911 -7,619 -9,677 -2,031 -4,093 -4,684	3,153 6,355 7,272 10,730 25,637 34,408 8,496 17,040 34,351	0 0 0 0 0 48,227 60,751 13,640 26,538 39,585	7,118 8,145 12,018 -13,248 -16,827 -3,532 -7,118 -8,145 -12,018	7,970 9,120 13,458 -14,835 -18,842 -3,955 -7,970 -9,120 -13,458 er have their own		

Volume Information ммвти HP Delivery Point Liquids Injection Point 340.117.08 430.145.34 3,037,48 14,256,54 Gross Purchase Delivery Compressor Fuel (14,168,69) (16,598,82) Buyback Net Purchase Delivery Plant Fuel/Flare (49,962.11) 279,023,76 (58,526.32) 369,276,74 (8,641.25) (9,231.92) Gain/Loss Electricity Inlet Delivery Point 356,059.00 466,813.00

East Toyah PERCENT OF PROCEEDS (FIXED RECOVERY) STATEMENT

			Lease 8	Contract Informat	ion	The state of the s			
Prod Mth Meter#	Lease Name		Operator Name	Alloc Decimal	Contra	act # Ctr Pty Name	Pre	sssure Base	BTU Basis
Oct-17	Summary		Atlantic Resources Company, LLC	1.000000	01-00	Atlantic Resource	es Company, LLC	14.65	D
			LI	quid Settlement					
	Theoretical Gallons	Fixed Recovery	Shrink MCF	Shrink MMBTU	POP%	Settlement Unit	Pric	e	Liquid Value
ETHANE PROPANE ISO BUTANE NORMAL BUTANE NATURAL GAS	845,314.82 386,123.76 78,215.16 160,269.52 242,018.77	33.855% 95.00% 98.00% 98.00% 98.00%	10,762.28 13,390.68 2,295.47 5,010.50 5,951.95	18,985.52 33,586.92 7,441.45 16,293.83 27,152.45	100.00 100.00 100.00 100.00 100.00	285,185.16 366,817,57 74,690.86 157,04.13 237,178.40	\$ \$ \$ \$ \$ \$	0.13315 0.79960 0.91968 0.92483 1.10073	\$ 38,105. \$ 293,305, \$ 68,691, \$ 145,257, \$ 281,068.
Totals	1,709,942.02		37,410.88	103,460.17		1,121,936.11			\$ 806,429.
			Re	sidue Settlement					
Net Delivered Plant 369,276,74		Plant L&U 0.00		ixed Recovery %	Residue Sales	POP%	Settlement Residue		e Residue Value
308,270,74	9,231.92	0.00	103,460,17	0.00	0.00	100.00%	256,584.64	\$2,4	43 \$623,468.
					Totals		256,584.64	\$2.4	\$623,468.

	Fees & Adjustments				
Type	Basis		Rate	V	nlue
CONTRACT PRICE Reduction	369,276,74	\$	0.632883	\$	233,701,46
NGL PIPELINE Reduction	1,032,189.55	5	0.010000	s	10.321.90
INLET DELIVERY Fee	356,059.00	\$	0.229668	S	81,775,32
CURTAILMENT Penalty	-	5	0.150000	s	
FUEL CONDITIONER LEASE Cost		\$	-	s	3,450.00
GAS LIFT Fee		\$		\$	
ELECTRICITY Fee		\$	2.429875	\$	
COLUMN TO THE PROPERTY OF THE PARTY OF THE P		T	otal	5	329,248,68

	\$	7.5	Fue
	\$	100	NGL
	5	329,248,68	Con
			Pro
			PPA
_	_		Net
			_

	Settlen	ent Summary			
	Basis		Rate	Val	ue
Residue Value		255,584.64	\$2,4299	\$	623,468,67
Liquid Value		1,121,938.11	\$0,7188	\$	806,429.33
FL&U Overage			\$2,4299	\$	-
Infet Delivery Fee				\$	(81,775.32)
Curtailment Fee				5	1.00 N = =====
Fuel Conditioner Lease Cost				\$	(3,450.00)
NGL Pipeline Reduction				5	(10,321.90)
Contract Price Reduction				5	(233,701,46)
Producer Contract price				5	1,100,649,33
PPA's				5	Accessed to the second
Net Payment					1,100,649.33

Plant Contacts Accounting Measurement

East Toyah PERCENT OF PROCEEDS (FIXED RECOVERY) STATEMENT Lease & Contract Information

11 1 10 0 1 15	Pro 6.5 181						Lease & Contract In	ormation	
			Prod Mth Meter#	Lease Name		Operator Name	Alloc Decimal	Contract	1.0
			Oct-17 111041	LOWE COMPRESSO	OR DISCHARG	Atlantic Resources Company, LLC	1,000000	01-008	
							Liquid Settlem	ient	
Volume	Information				200 700				
	MCF	MMBTU		Theoretical Gallons	Fixed Recovery %	Shrink MCF	Shrink MMBTU	POP%	
Gross Wellhead	340,117.08	430,145.34	ETHANE	845,069.99	33.855%	10,759,16	18,980.02	100.00	
Buy Back	(49,962.11)	(58,526.32)	PROPANE	384,448.89	95.00%	13,332,59	33,441.23	100.00	
Field Fuel			ISO BUTANE	74,516.30	98,00%	2,244.31	7,275,58	100.00	
Compressor Fuel	(14,168.69)	(16,598.82)	NORMAL BUTANE	153,724,38	98.00%	4,805,88	15,628.42	100.00	
Net Delivered	275,986.28	355,020.20	NATURAL GAS	128,609.61	98.00%	3.299.92	14,201.42		
Liquid Shrink	(34,441.86)	(89,526.67)							
Plant Fuel/Flare	(8,307.64)	(8,875.50)							
Plant Gain/Loss	25	20							
Electricity			20000000						
Inlet Deliver Point	356,059.00	466,813.00	Totals	1,586,369,15		34,441,86	89,526.67		
							Residue Settler	ment	
Net Residue	233,236,78	256,618.02	Net Delivere	d Plant Fuel	Plant L&U	Shrink F	ixed Recovery %	Residue Sales	PC

Residue Settlement										
	Net Delivered Plant	Fuel	Plant L&U	Shrink	Fixed Recovery %	Residue Sales	POP%	Settlement Residue	Price	Residue Value
lant	355,020.20	8,875.50		89,526.67	0.00	0.00	100.00	256,618.02	\$2.43	\$623,549.7

Accounting Measurement

Ar	alysis	
Components	Mol %	GPM
Methane	78.8476	0,0000
Nitrogen	0.7212	0,0000
Carbon Dloxide	0.0763	0,0000
H2S	0,0001	0,0000
Other Inerts	0.0000	0,0000
Ethane	11,4725	3.0620
Propane	5,0681	1,3930
Iso Butane	0.8261	0.2700
Nor Butane	1.7710	0,5570
Iso Pentane	0,4225	0.1540
Nor Pentane	0.4573	0.1650
Hexane Plus	0.3373	0,1470
Totals	100.00	5,7480
BTU Factor:	1.264698	

Type	Basis	s Rate		V	ilue
CONTRACT PRICE Reduction	355,020.20	\$	0,632863	\$	224,679.03
NGL PIPELINE Reduction	920,966,05	5	0.010000	\$	9.209.66
INLET DELIVERY Fee	356,059.00	\$	0.229668	s	81,775,33
CURTAILMENT Penalty	Control of the Control	5	0.150000	s	
FUEL CONDITIONER LEASE Cost		\$	7.00	s	3,450.00
GAS LIFT Fee		5	2	s	
ELECTRICITY Fee		\$		\$	-
		T	otal	\$	319,114.0
	Comments	_		_	

Totals		256,618,02	\$2	.43	\$623,549,78
	Settlement	Summary			
	Basis		Rate	Valu	e
Residue Value		256,618.02	\$2,4299	\$	623,549.78
Liquid Value		1,001,041,98	\$0.6748	5	675,347,09
FL&U Overage		Lancast Commen	\$2,4299	S	
Inlet Delivery Fee				5	(81,775.32
Curtailment Fee				\$	***************************************
Fuel Conditioner Lease Cost				\$	(3,450.00
NGL Pipeline Reduction				S	(9,209.66
Contract Price Reduction				\$	(224,679.03
Producer Contract price				5	979,782.88
PPA's				\$	1200
Net Payment				5	979,782.86
	Plant Co	-ul-ste			
	Plant Co	ontacts			

Ctr Pty Name

Settlement Unit

Atlantic Resources Company, LLC

286,102.27 365,226.45 73,025.97 150,649.87 126,037.42

1,001,041,98

BTU Basis

Liquid Value

38,094.76 292,033.43 67,160.51 139,325.82 138,732.56

675,347.09

D

Pressure Base

0.13315 0.79960 0.91968 0.92483 1.10073

Price

East Toyah PERCENT OF PROCEEDS (FIXED RECOVERY) STATEMENT

Volume	Information	
	MCF	MMBTU
Gross Wellhead	3,037.48	14,256.54
Buy Back		-
Field Fuel		
Compressor Fuel		
Net Delivered	3,037.48	14,256.54
Liquid Shrink	(2,969.02)	(13,933,51
Plant Fuel/Flare	(333.61)	(356,41
Plant Gain/Loss		· 5=
Electricity	527	14
Inlet Deliver Point	3,037.48	14,256.54
Net Residue	(265,15)	(33,38

Prod Mth Mete	ar #	Lease Name		O	18 St. 1 St.		Carried State of Carried Carri	The state of the second		PROCESSOR STATE OF THE		
	The Control	Coase Harrie		Operator Name	Alloc Decimal		Contract #	Ctr Pty Name	Press	sure Base	BTU	Basis
Oct-17 1	11040	Lowe Liquids		Atlantic Resources Company, LLC	1.000000		01-008	Atlantic Resources Comp	any, LLC	14,65	D	
					Liquid Settlement							
		Theoretical Gallons	Fixed Recovery %	Shrink MCF	Shrink MMBTU	POP%		Settlement Unit	Price		L	lquid Value
ETHANE PROPANE ISO BUTANE NORMAL BUTANE NATURAL GAS		244.82 1,674.87 1,698.86 6,545.16 113,409.17	33.855% 95.00% 98.00% 98.00% 98.00%	3.12 58.08 51.17 204.62 2,652.03	5.50 145.69 165.87 665,42 12,951.03	100.00 100.00 100.00 100.00 100.00		82.89 1,591.12 1,694.89 6,414.26 111,140.98	\$ \$ \$ \$	0.13315 0.79960 0.91968 0.92483 1.10073	5 5 5	11.04 1,272.25 1,531.16 5,932.11 122,335.66
Tota	als	123,572.88		2,969.02	13,933.51			120,894.13			\$	131,082.24

Fixed Recovery % 0.00 Residue Sales 0,00

Accounting Measurement POP% 100.00

Ar	nalysis	
Components	Mol %	GPM
Methane	1.6300	0,0000
Nitrogen	0.0220	0.0000
Carbon Dioxide	0.0000	0.0000
H2S	0.0000	0.0000
Other Inerts	0.0000	0.0000
Ethane	2.4730	0.0806
Propane	5.2960	0,5514
Iso Butane	2.5850	0.5593
Nor Butane	8.1320	2,1548
Iso Pentane	5.9870	2.5262
Nor Pentane	8.9810	4.0818
Hexane Plus	64.8940	30.7286
Totals	100.00	40,6827
BTU Factor.	4,693543	

Туре	Basis		Rate	Value		
CONTRACT PRICE Reduction	14,256,54	\$	0.632863	5	9,022.43	
NGL PIPELINE Reduction	111,223.50	\$	0.010000	\$	1,112.24	
INLET DELIVERY Fee		5		5		
CURTAILMENT Penalty	: +:	5	0.150000	s		
FUEL CONDITIONER LEASE Coat		5		s		
GAS LIFT Fee		\$		s		
ELECTRICITY Fee		5		5		
		Te	otal	5	10,134.67	
	Comments					

Plant L&U

Net Delivered Plant Fuel 14,256.54 Shrink 13,933.51

	Settlement S	Summary			
	Basis		Rate	Valu	16
Residue Value		(33,38)	\$2,4299	\$	(81,11
Liquid Value		120,894,13	\$1,0843	\$	131,082.24
FL&U Overage			\$2,4299	5	Country
Inlet Delivery Fee				\$	
Curtailment Fee				s	
Fuel Conditioner Lease Cost				s	-
NGL Pipeline Reduction				5	(1,112,24
Contract Price Reduction				5	(9,022,43)
Producer Contract price				5	120,856,47
PPA's				5	120,000.11
Net Payment					120,866,47

Settlement Residue (33.38) Price Residue Value \$2.43 (\$61

East Toyah PERCENT OF PROCEEDS (FIXED RECOVERY) STATEMENT

Volume	Information	
	MCF	MMBTU .
Gross Wellhead	77,363.92	100,190.74
Buy Back	(11,263.89)	(13,194.68
Field Fuel		
Compressor Fuel	(3, 194, 31)	(3,742.18
Net Delivered	62,905,72	83,253.88
Liquid Shrink	(8,434,43)	(23,325.89
Plant Fuel/Flare	(1,948,18)	(2,081,35
Plant Gain/Loss		1200-230-2
Electricity		2
Inlet Deliver Point	77,363.92	100,190.74
Net Residue	52,523,11	57,846,64

				ease & Contract Inf	ormation						
Prod Mth Meter#	Lease Name		Operator Name	Alloc Decimal	Contr	act#	Ctr Pty Name	Presss	ure Base	BTU	Basis
Oct-17	Summary		Atlantic Resources Company, LLC	1,000000	01-02	28	Atlantic Resources Company, LLC		14,65	D	
				Liquid Settlem	ent						
	Theoretical Gallons	Fixed Recovery	Shrink MCF	Shrink MMBTU	POP%		Settlement Unit	Price		ı	.iquid Value
ETHANE PROPANE SOS BUTANE NORMAL BUTANE NATURAL GAS	190,575,05 87,051.17 17,182.71 36,132.98 54,570.43	33,855% 95,00% 98,00% 98,00% 98,00%	2,426,34 3,018,91 517,51 1,129,62 1,342,04	4,280.26 7,572.13 1,677.68 3,673.47 6,122.35	100.00 100.00 100.00 100.00 100.00		64,520.05 82,698.61 16,839.05 35,410.32 53,479.02	\$ \$ \$ \$	0.13315 0.79960 0.91968 0.92483 1.10073	\$ \$ \$ \$	8,590.9 66,125.4 15,486.5 32,748.5 58,865.7
Totals	385,512.34		8,434,43	23,325.89 Residue Settlen			252,947.05			5	181,817,
Net Delivere	ed Plant Fuel	Plant L&U	Shrink Fi	residue Settleri	Residue Sales	POP%		F#///			
Plant 83,253.8		*	23,325.89	0.00	0.00	100.00	Settlement Res 57,846.			ice Resid	\$140,560,1

	Fees & Adjustments				
Type	Basis		Rate	Va	lue
CONTRACT PRICE Reduction	83,253.88	\$	0,697407	\$	58,061,86
NGL PIPELINE Reduction	250,766.17	5	0.010000	\$	2,507.66
INLET DELIVERY Fee	76,678.92	\$	0.230000	s	17,636,15
CURTAILMENT Penalty	Court Congression	\$	0.150000	5	
FUEL CONDITIONER LEASE Cost		5	WINDS CO.	5	
GAS LIFT Fee		5	1 1	5	
ELECTRICITY Fee		5		5	
A CONTRACTOR OF THE PARTY OF TH		To	otal	5	78,205.68

The state of the s	Settlement S	ummary			
	Besis		Rate	Valu	ie
Residue Value	V-31	57,846,64	\$2,4299	\$	140,560,13
Liquid Value		252,947.05	\$0.7188	\$	181,817,18
FL&U Overage			\$2,4299	\$	
Inlet Delivery Fee				5	(17,636,15
Curtailment Fee				5	1.19-05.22
Fuel Conditioner Lease Cost				\$	
NGL Pipeline Reduction				s	(2,507,66
Contract Price Reduction				\$	(58,061.86
Producer Contract price				5	244,171.63
PPA's				5	
Net Payment				5	244,171.63

57,846,64

\$140,560,13

\$2,43

Comments	

Accounting Measurement

BTU Factor.

East Toyah PERCENT OF PROCEEDS (FIXED RECOVERY) STATEMENT

Accounting Measurement

Prod Mth Meter # Oct-17 11111 ETHANE PROPANE ISO BUTANE NORMAL BUTANE NATURAL GAS	The State of the S	Fixed Recovery % 33.855% 95.00% 98.00% 98.00% 98.00%	Operator Name Attantic Resources Company, LLC Shrink MCF 1,267,16 1,570,25 284,32 566,01 388,65	Alloc Decimal 1,000000 Liquid Settleme Shrink MMBTU 2,235,38 3,938,55 855,88 1,840,64 1,672,58	nt 0	ontract ≢ I-028	Ctr Pty Name Atlantic Resources Comp Settlement Unit 33,695.82 43,014.70 8,000.65	191.5007.5	14,65 14,65 ce 0.13315 0.79960	D	U Basis Liquid Value 4,486.6
ETHANE PROPANE ISO BUTANE NORMAL BUTANE	Theoretical Gallons 99,528.48 45,278.63 8,778.19 18,104.95	% 33.855% 95.00% 98.00% 98.00%	Shrink MCF 1,267,16 1,570,25 264,32 566,01	Liquid Settleme Shrink MMBTU 2,235,38 3,938,55 856,88 1,840,64	POP% 100.00 100.00 100.00 100.00	1-028	Settlement Unit 33,695,82 43,014,70	7,	ce 0,13315	s	
PROPANE ISO BUTANE NORMAL BUTANE	99,528.48 45,278.63 8,776.19 18,104.95	% 33.855% 95.00% 98.00% 98.00%	1,267.16 1,570.25 264.32 566.01	Shrink MMBTU 2,235.38 3,938.55 858.88 1,840.64	POP% 100.00 100.00 100.00 100.00		33,695.82 43,014.70	Pr \$ \$	0,13315	s	
PROPANE ISO BUTANE NORMAL BUTANE	99,528.48 45,278.63 8,776.19 18,104.95	% 33.855% 95.00% 98.00% 98.00%	1,267.16 1,570.25 264.32 566.01	2,235,38 3,938,55 856,88 1,840,64	100,00 100,00 100,00 100,00		33,695.82 43,014.70	Pr \$	0,13315	s	
PROPANE ISO BUTANE NORMAL BUTANE	99,528.48 45,278.63 8,776.19 18,104.95	% 33.855% 95.00% 98.00% 98.00%	1,267.16 1,570.25 264.32 566.01	2,235,38 3,938,55 856,88 1,840,64	100,00 100,00 100,00 100,00		33,695.82 43,014.70	\$ \$	0,13315	s	
PROPANE ISO BUTANE NORMAL BUTANE	45,278.63 8,776.19 18,104.95	95.00% 98.00% 98.00%	1,570.25 264.32 566.01	3,938.55 856.88 1,840.64	100,00 100,00 100,00		43,014.70	\$		S	4,486.
ISO BUTANE NORMAL BUTANE	8,776.19 18,104.95	98,00% 98,00%	264,32 566,01	3,938.55 856.88 1,840.64	100.00			s		5	
NORMAL BUTANE	18,104.95	98,00%	264,32 566,01	856.88 1,840.64	100.00						34,394
			566,01	1,840,64	100,00				0,91968		7,909
							17,742.85	·	0.92483		16,40
10101012 010	13,147.33	90,00%	300.03	1,072,50			14,844,11	:	1,10073	č	16,331
					100.00		14,044,11		1.100/3	3	10,331
Totals	186,835,30		4,056.40	10,544,04			117.898.14			5	79,539
10.002	100,000.00		4,030,40	10,044,04			117,000,14				79,539
				Residue Settiem	ent						
Net Del	vered Plant Fuel	Plant L&U	Shrink Fi	xed Recovery %	Residue Sales	POP%	S	ettlement Residue		Price Re	sidue Value
Plant 41,	312.65 1,045.32		10,544.04	0,00	0.00	100.00		30,223.30		\$2,43	\$73,438.
					_						
				_	Totals			30,223.30		\$2.43	\$73,438.
	Fe	es & Adjustments					Settlement Summar	у			
Type		Basis Rate	Value				Basis		Rate	Va	lue
CONTRACT PRICE R	duction	41,812.65 \$ 0,700000	\$ 29,268,86	Residue Value				30,223,30	\$2,4299	5	73,438
NGL PIPELINE Reduc	ion	117,898.14 \$ 0.010000	\$ 1,178.98	Liquid Value				117,898.14	\$0,6746	5	79,539
INLET DELIVERY Fee		40,057,43 \$ 0.230000	\$ 9,213,21	FL&U Overage					\$2,4299	s	
CURTAILMENT Penalt	y	- \$ 0.150000		Inlet Delivery Fee						5	(9,213
FUEL CONDITIONER	LEASE Cost	\$ -	\$.	Curtailment Fee							(4,2)
GAS LIFT Fee		\$ -	s .	Fuel Conditioner I	ease Cost						
ELECTRICITY Fee		\$	\$.	NGL Pipeline Red						ě	(1,178
		Total	\$ 39,661,05	Contract Price Re							(29,26)
		1,5166	₹ 30,001,00							:	113,31
		Comments			or bired					:	113,31
										:	113,31
				net rayment						,	113,31
							Diant Cost -1-				
							Plant Contacts				
			Comments	Comments			Comments PPA's	Comments PPA's	Comments PPA's Net Payment	Comments PPA's Net Payment	Comments PPA's \$ Net Payment \$

East Toyah PERCENT OF PROCEEDS (FIXED RECOVERY) STATEMENT

Volume	Information	
	MCF	MMBTU
Gross Wellhead	685.00	3,215.08
Buy Back		
Fleid Fuel		
Compressor Fuel		
Net Delivered	685,00	3,215.08
Liquid Shrink	(669.56)	(3,142.23)
Plant Fuel/Flare	(75.23)	(80,38)
Plant Gain/Loss	(14)	
Electricity		2
Inlet Deliver Point	685,00	3,215,08
Net Residue	(59.80)	(7,53

			L	ease & Contract Inf	ormation						
Prod Mth Meter#	Lease Name		Operator Name	Alloc Decimal		Contract #	Ctr Pty Name	Press	sure Base	BTU	Basis
Oct-17 111040B	Lowe Liquids - Atlantic		Atlantic Resources Company, LLC	1.000000		01-028	Atlantic Resources Company, LLC		14.65	D	
				Liquid Settlem	ent						
	Theoretical Gallons	Fixed Recovery	Shrink MCF	Shrink MMBTU	POP%		Settlement Unit	Price		Ц	quid Value
ETHANE PROPANE ISO BUTANE NORMAL BUTANE NATURAL GAS	55.21 377.71 383.12 1,476.04 25,575.57	33.855% 95.00% 98.00% 98.00% 98.00%	0.70 13.10 11.54 46.15 598.08	1.24 32.85 37.41 150.08 2,920.66			18.69 358.82 375.46 1,446.52 25,084.06	5 5 5 5	0.13315 0.79960 0.91968 0.92483 1.10073	\$ \$ \$ \$	2.49 286.91 345.30 1,337.79 27,588.64
Totals	27,867.65		669,56	3,142,23			27,263,55			\$	29,561.13
				Residue Settler	nent						

Fixed Recovery % 0.00

Residue Sales 0,00

| Accounting Measurement

Ar	nalysis	
Components	Mol %	GPM
Methane	0.0000	0.0000
Nitrogen	0,0000	0.0000
Carbon Dioxide	0,0000	0,0000
H2S	0,0000	0,0000
Other Inerts	0,0000	0.0000
Ethane	0,3030	0.0806
Propane	2.0130	0.5514
Iso Butane	1.7190	0,5593
Nor Butane	6.8740	2.1548
Iso Pentane	6.9470	2.5262
Nor Pentane	11,3250	4.0818
Hexane Plus	70.8200	30,7286
Totals	100.00	40,6827
BTU Factor:	4.693543	

NGL PIPELINE Reduction 25,082.67 \$ 0.010000 \$ 256 NILED TO ELIVERY Fee \$ 0.150000 \$ \$ 266 NILED TO ELIVERY Fee \$ 0.150000 \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$	Туре	Basis		Rate	Va	lue
INLET DELIVERY Fee	CONTRACT PRICE Reduction	3,215,08	\$	0,632863	\$	2,034,7
CURTAILMENT Penalty - \$ 0.150000 S FUEL CONDITIONER LEASE Cost \$ - \$ SAS LIFT Fee \$ - \$ ELECTRICITY Fee \$ - \$	NGL PIPELINE Reduction	25,082.67	\$	0.010000	\$	250,8
FUEL CONDITIONER LEASE Cost	INLET DELIVERY Fee				S	
GAS LIFT Fee \$ - \$ ELECTRICITY Fee \$ - \$	CURTAILMENT Penalty	-	\$	0.150000	S	
ELECTRICITY Fee \$ - \$	FUEL CONDITIONER LEASE Cost		5		\$	
	GAS LIFT Fee		S	4	S	
Total 5 2 25	ELECTRICITY Fee		5	-	5	
10tal \$ 2,00			To	otal	\$	2,285.5
Comments		Comments				

Net Delivered Plant Fuel 3,215.08

Shrink 3,142,23

Totals		(7.53)	\$2	.43	(\$18.29)
	Settlement S	ummary			
	Basis		Rate	Value)
Residue Value		(7.53)	\$2,4299	\$	(18,29)
Jquid Value		27,263.55	\$1,0843	S	29,561,13
L&U Overage			\$2,4299	S	
nlet Delivery Fee				\$	
Curtailment Fee				s	
Fuel Conditioner Lease Cost				\$	
NGL Pipeline Reduction				s	(250.83)
Contract Price Reduction				\$	(2,034.70
Producer Contract price					27,257.31
PPA's				s	21,201101
Net Payment				5	27,257,31

Settlement Residue (7.53)

Price Residue Value \$2,43 (\$18,29)

East Toyah PERCENT OF PROCEEDS (FIXED RECOVERY) STATEMENT

Volume	Information	
	MCF	ммвти
Gross Wellhead	36,621.48	46,315.11
Buy Back	(5,379.58)	(6,301.71
Field Fuel	-	100
Compressor Fuel	(1,525.59)	(1,787,25
Net Delivered	29,716.32	38,226,15
Liquid Shrink	(3,708.46)	(9,639.62
Plant Fuel/Flare	(894.51)	(955,65
Plant Gain/Loss		340
Electricity		343
Inlet Deliver Point	36,621.48	46,315,11
Net Residue	25,113,34	27,630,88

					ease & Contract Inf	formation						
rod Mth	Meter#	Lease Name		Operator Name	Alloc Decimal		Contract #	Ctr Pty Name	Press	ure Base	BTU	Basis
Oct-17	111120	State Clark 38-47 #1		Atlantic Resources Company, LLC	1.000000		01-028	Atlantic Resources Company, LLC		14,65	D	
					Liquid Settlem	ent						
		Theoretical Gallons	Fixed Recovery	Shrink MCF	Shrink MMBTU	POP%		Settlement Unit	Price		L	quid Value
ETHANE PROPANE SO BUTANE NORMAL BUT NATURAL GA		90,991,36 41,394.83 8,023,41 16,551,99 13,847.80	33.855% 95.00% 98.00% 98.00% 98.00%	1,158,47 1,435,56 241,65 517,46 355,31	2,043.64 3,600.72 783.38 1,682.76 1,529.11	100,00 100,00 100,00		30,805.54 39,325.09 7,862.94 16,220.95 13,570.85	\$ \$ \$ \$	0.13315 0.79960 0.91968 0.92463 1.10073	\$ \$ \$ \$	4,101.78 31,444.16 7,231,39 15,001,65 14,937,77
	Totals	170,809.39		3,708.46	9,639,62			107,785,36			\$	72,716,76
					Residue Settler	ment						
		Plant Fuel	Plant L&U		xed Recovery %	Residue Sale		Settlement Re	sidue	Р	rice Resid	lue Value
Plant	38,226.1	5 955.65		9,639.62	0.00	0.00	100.00	27,630	.88	\$	2.43	\$67,139,58

Ai	alysis	and the same
Components	Mol %	GPM
Methane	78,8476	0.0000
Nitrogen	0.7212	0.0000
Carbon Dioxide	0.0763	0.0000
H2S	0.0001	0,0000
Other Inerts	0.0000	0.0000
Ethane	11,4725	3,0620
Propane	5.0681	1,3930
Iso Butane	0.8261	0.2700
Nor Butane	1.7710	0.5570
Iso Pentane	0.4225	0.1540
Nor Pentane	0.4573	0.1650
Hexane Plus	0,3373	0,1470
Totals	100,00	5,7480
BTU Factor	1.264698	

			Rate	Value		
CONTRACT PRICE Reduction	38,226,15	\$	0.700000	\$	26,758,30	
NGL PIPELINE Reduction	107,785.36	5	0.010000	\$	1,077.85	
INLET DELIVERY Fee	36,621,48	5	0.230000	S	8,422.94	
CURTAILMENT Penalty	- 1,000	\$	0.150000	5		
FUEL CONDITIONER LEASE Cost		S	1.4	5		
GAS LIFT Fee		5		5	2	
ELECTRICITY Fee		5	145	5		
LILLIA TORCUTAR		To	otal	\$	36,259.10	
	Comments	_				

Fees & Adjustments

	Settlement S	ummary			
	Basis		Rate	Valu	e
Residue Value	-	27,630.88	\$2,4299	\$	67,139.58
Liquid Value		107,785.36	\$0.6746	\$	72,716,78
FL&U Overage		400-440-400	\$2,4299	\$	-
Inlet Delivery Fee				5	(8,422.94
Curtailment Fee				5	_
Fuel Conditioner Lease Cost				5	
NGL Pipeline Reduction				\$	(1,077.85
Contract Price Reduction				5	(26,758,30
Producer Contract price				5	103,597.24
PPA's				5	
Net Payment				5	103,597,24

27,630.88

\$2.43

\$67,139,58

Accounting Measurement



Commingle Permit Applicant:

RRC District: 08

RRC Form P-17 Permit No.:

RRC P-17 Application Date: 02/06/2018

REPORTS OIL PRODUCTION ON FORM PR AND EACH STATE LEASE IS EQUIPPED WITH AN OIL AND GAS SEPARATOR WITH OIL AND GAS SEPARATELY METERED BEFORE COMMINGLING WITH OTHER LEASES.

				1	SEE NOTE 3					SEE NOTE 1			SEE NOTE 2
Status	Lease Commingle Facility Name	RRC Field Name	RRC Lease Name	RRC Well No.	RRC Lease/ID No.	Wellbore 10 Digit API No.	RRC Lease Form P4 Operator	RRC Lease Type (Oil/Gas)	RRC Well	State Mineral Lease No.	GLO or Private Unit Name (If Unitized)	GLO Unit No.	State Minera Lease or Uni Net Royalty Interest
2/6/2018	MoDino Gathering Line	Ford, West (Wolfcamp)	Allman 24	1H	DP828612	4238936164	036555	Gas	woc				- Interest
2/6/2018	MoDino Gathering Line	Ford, West (Wolfcamp)	Allman 24	6H	283015	4238935082	036555	Gas	Active				
	MoDino Gathering Line	Ford, West (Wolfcamp)	Orbison 28 6H	6H	280226	4238934995	036555	Gas	Active	117754, 117755, 117756, 117757, 117758	Orbison 28 Unit	7735	0.04684
	MoDino Gathering Line	Ford, West (Wolfcamp)	Santana 29 2H	2H	281470	4238935266	036555	Gas	Active				
	MoDino Gathering Line	Ford, West (Wolfcamp)	State BB King 32 2H	2H	279613	4238934984	036555	Gas	Active	112396	BB King 32 2H	N/A	0.12500
2/6/2018	MoDino Gathering Line	Ford, West (Wolfcamp)	State Clark 38-47 1H	1H	DP820484	4238935554	036555	Gas	Active	115616, 116656, 118155	State Clark 38-47 Unit	8275	0.12500
	MoDino Gathering Line	Ford, West (Wolfcamp)	State Dagger 37-48 1H	1H	DP820440	4238935548	036555	Gas	Active	115616, 116656, 118155	State Dagger 37-48 Unit	8276	0.12500
2/6/2018	MoDino Gathering Line	Ford, West (Wolfcamp)	State Gateway 22 2H	2H	279412	4238934930	036555	Gas	Active	101869	State Gateway 22 2H	N/A	0.12500
	MoDino Gathering Line	Ford, West (Wolfcamp)	State Gateway 37-48 3H	ЗН	DP823619	4238935747	036555	Gas	Active	111869, 114473, 116893, 117612	State Gateway 37-48 #3H Unit	8316	0.12500
	MoDino Gathering Line	Ford, West (Wolfcamp)	State Gateway 38 2H	2H	282664	4238935427	036555	Gas	Active	111869	State Gateway 38 #2H	N/A	0.12500
2/6/2018	MoDino Gathering Line	Ford, West (Wolfcamp)	State Johnny Cash 23 2H	2H	280225	4238935064	036555	Gas	Active	112451, 112452, 113664	Johnny Cash 23 Unit	7731	0.23438
2/6/2018	MoDino Gathering Line	Ford, West (Wolfcamp)	State Muddy Water 30 2H	2H	279407	4238934985	036555	Gas	Active	112682, 118838	State Muddy Waters 30 2H	8766	0.12500
		L		1	SEE NOTE 3					SEE NOTE 1			SEE NOTE 2

NOTES:

- 1. ENTER THE STATE MINERAL LEASE NUMBER WHERE THE PRODUCTIVE FIELD INTERVAL OF THE WELL IS LOCATED WITHIN THE PHYSICAL BOUNDARY OF THE LEASE.

 IF, DUE TO DEPTH LIMITATIONS, SEVERAL LEASES EXIST WITHIN A COMMON WELLBORE, THEN ENTER THE MINERAL LEASE NUMBER FOR THE PRODUCING FIELD INTERVAL.

 IF THE WELLBORE OF A HORIZONTAL WELL OR DIRECTIONAL WELL TRAVERSES MULTIPLE STATE MINERAL LEASES THEN ENTER EACH STATE MINERAL LEASE ASSOCIATED WITH THE PRODUCING FIELD INTERVAL IN ORDER FROM THE HEAL (FIRST TAKE POINT) TO THE TOE (LAST TAKE POINT) OF THE WELL AND ENTER THE GLO UNIT NAME, NUMBER, AND UNIT NRI IN THE APPROPRIATE COLUMNS.
- 2. ENTER THE STATE MINERAL LEASE INTEREST UNLESS THE WELL IS ASSOCIATED WITH A GLO POOLED UNIT THEN ENTER THE POOLED UNIT NET ROYALTY INTEREST.
- 3. IF RRC LEASE ID PENDING ASSIGNMENT THEN ENTER "DP" FOLLOWED BY THE RRC DRILLING PERMIT NO. FOR THE COMPLETED INTERVAL.

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File NomF_	11186	9	
Roeves			County
Comming	ling	Appr	oval
Date Filed:	_		
			ioner

RAILROAD COMMISSION OF TEXAS

Form G-1



1701 N. Congress P.O. Box 12967 Austin, Texas 78701-2967 Status: Date:

Submitted 01/29/2018

Tracking No.:

182705

GAS WELL BACK PRESSURE TEST, COMPLETION OR RECOMPLETION REPORT, AND LOG

OPERATOR INFORMATION

Operator Name: ATLANTIC RESOURCES COMPANY, LLC

Operator No.: 036555

Operator Address: PO BOX 3759 MIDLAND, TX 79702-0000

WELL INFORMATION

API No.: 42-389-35747

County: REEVES

Well No.: 3H

RRC District No.: 08

Lease Name: STATE GATEWAY 37-48

Field Name: FORD, WEST (WOLFCAMP)

RRC Gas ID No .:

Field No.: 31913800

Location: Section: 37, Block: 53, Survey: PSL / FORD, L L, Abstract: 5043

Latitude:

Longitude:

This well is located

20

miles in a SOUTHWEST

direction from ORLA,

which is the nearest town in the county.

FILING INFORMATION

Purpose of filing: Initial Potential Type of completion: New Well

Well Type: Producing

Completion or Recompletion Date:

08/18/2017

Type of Permit

Date

Permit No.

Permit to Drill, Plug Back, or Deepen

03/20/2017

823619

Rule 37 Exception Fluid Injection Permit

O&G Waste Disposal Permit

Other:

COMPLETION INFORMATION

Spud date: 06/07/2017

Date of first production after rig released:

08/18/2017

Date plug back, deepening, recompletion, or drilling operation commenced: 06/07/2017

Date plug back, deepening, recompletion, or drilling operation ended: 07/16/2017

Number of producing wells on this lease in this field (reservoir) including this well:

Distance to nearest well in lease &

Total number of acres in lease: 1280.00

reservoir (ft.): 0.0

Elevation (ft.): 3227

GR

No

Total depth TVD (ft.): 9817 Total depth MD (ft.):

17067

Plug back depth TVD (ft.):

Recompletion or reclass?

Plug back depth MD (ft.):

Was directional survey made other than

Rotation time within surface casing (hours): Is Cementing Affidavit (Form W-15) attached?

24.0

inclination (Form W-12)?

Multiple completion?

No

Type(s) of electric or other log(s) run:

Combo of Induction/Neutron/Density

Electric Log Other Description:

Location of well, relative to nearest lease boundaries

Off Lease: No

of lease on which this well is located:

225.0 Feet from the

North Line and

330.0 Feet from the

East Line of the

STATE GATEWAY 37-48 Lease.

FORMER FIELD (WITH RESERVOIR) & GAS ID OR OIL LEASE NO.

Field & Reservoir

Gas ID or Oil Lease No.

Prior Service Type



G1: N/A

PACKET:

N/A

FOR NEW DRILL OR RE-ENTRY, SURFACE CASING DEPTH DETERMINED BY:

GAU Groundwater Protection Determination

Depth (ft.): 700.0

Date: 02/28/2017

SWR 13 Exception

Depth (ft.):

GAS MEASUREMENT DATA

Gas measurement method(s):

Gas production during test (MCF): 2364

Orifice Meter, Flange Taps

Was the well preflowed for 48 hours?

Orif. or 24 hr. Coeff.

Diff Temp

96.5

Flow

Temp. Gravity Compress

Volume

No. size

Line

Date of test: 10/09/2017

Choke Size (in.) Orif. Or Choke Static Pm or (in.) Choke (in.)

(hw)

(°F) (Ftf) 112.4

(Fg) 0.7812 (Fpv) (MCF/day)

4.026

Run

1

2 26235.75

28.6

0.9534

1.011

788.0

FIELD DATA AND PRESSURE CALCULATIONS

Gravity (dry gas): 0.768

Gravity (liquid hydrocarbons) (Deg. API):

52.1

Gas-Liquid Hydro Ratio (CF/Bbl): Avg. shut in temp. (°F): 127.0

14963

Gravity (mixture): Gmix= Bottom hole temp. and depth:

195.0

°F@ 9817.0 FT

Run No.

Time of Run (Min.)

Choke Size (in.)

Wellhead Pressure (PSIA)

Wellhead Flow Temp (°F)

SHUT-IN 1

1440 4320 0.00 2.00 500 380

70.0 110.0

	CASING RECORD												
	Type of	Casing Size	Hole Size	Setting Depth	ALL ST. DOS.	Multi - Stage Shoe	Cement	Cement Amount		Top of Cemen	TOC t Determined		
Rov	Casing	(in.)	(in.)	(ft.)	Depth (ft.)	Depth (ft.)	Class	(sacks)	(cu. ft.)	(ft.)	Ву		
1	Surface	13 3/8	17 1/2	1478			С	1125	1948.0	0	Circulated to Surface		
2	Intermediate	9 5/8	12 1/4	9215		4481	C/H	850	2313.0	0	Circulated to Surface		
3	Intermediate	9 5/8	12 1/4	9215	4481		С	580	1674.0	0	Circulated to Surface		
4	Conventional Production	5 1/2	8 1/2	17067			C/H	2690	4633.0	0	Circulated to Surface		

LINER RECORD

Liner Hole Row Size (in.) Size (in.) Top (ft.)

Liner

Liner Bottom (ft.) Cement Class

Cement Slurry Amount Volume Cement (sacks) (cu. ft.)

TOC Top of Determined (ft.) By

N/A

TUBING RECORD

Size (in.) Row 1 27/8

Depth Size (ft.) 9108

Packer Depth (ft.)/Type

9300 / ASI-X

PRODUCING/INJECTION/DISPOSAL INTERVAL

Row Open hole? 1 No

From (ft.) L1 10577

To (ft.) 13845

ACID, FRACTURE, CEMENT SQUEEZE, CAST IRON BRIDGE PLUG, RETAINER, ETC.

Was hydraulic fracturing treatment performed?

Yes

Is well equipped with a downhole actuation

sleeve? No

If yes, actuation pressure (PSIG):

Production casing test pressure (PSIG) prior to

Actual maximum pressure (PSIG) during hydraulic

hydraulic fracturing treatment:

fracturing: 9500

Has the hydraulic fracturing fluid disclosure been

reported to FracFocus disclosure registry (SWR29)?

Yes

Type of Operation Row

Amount and Kind of Material Used

Depth Interval (ft.)

Fracture

367,511 (15% HCL ACID; 10# LINEAR GEL; FRESH WATER;

10577.0

SLICKWATER)

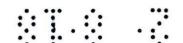
	FORMATION RECORD											
Formations	Encountered	Depth TVD (ft.)	Depth MD (ft.)	Is formatio isolated?								
FORD-DELAWARE	Yes	3171.0	3171.0	Yes								
CASTILLE	Yes	1820.0	1820.0	Yes	ESTIMATED							
BELL CANYON	Yes	3191.0	3191.0	Yes								
DELAWARE	Yes	3171.0	3171.0	Yes								
DELAWARE CONSOLIDATED GA	AS Yes	3171.0	3171.0	Yes								
CHERRY CANYON	Yes	4160.0	4160.0	Yes								
BONE SPRINGS	Yes	7097.0	7097.0	Yes								
PERMIAN	Yes	3171.0	3171.0	Yes								
WOLFCAMP	Yes	9519.0	9519.0	Yes								
PENNSYLVANIAN	No			No	NOT DEEP ENOUGH							
MISSISSIPPIAN	No			No	NOT DEEP ENOUGH							
DEVONIAN	No			No	NOT DEEP ENOUGH							
FUSSELMAN	No			No	NOT DEEP ENOUGH							
ELLENBURGER	No			No	NOT DEEP ENOUGH							

Do the producing interval of this well produce H2S with a concentration in excess of 100 ppm (SWR 36)?

Yes

is the completion being downhole commingled (SWR 10)?

REMARKS



DO DEMANYA
RRC REMARKS
PUBLIC COMMENTS:
CASING RECORD:
TUBING RECORD:
PRODUCING/INJECTION/DISPOSAL INTERVAL :
ACID, FRACTURE, CEMENT SQUEEZE, CAST IRON BRIDGE PLUG, RETAINER, ETC. :
GAS MEASUREMENT DATE REMARK: GAS PRODUCED DURING TEST (2364 MCF) IS A 72 HR TEST.

OPERATOR'S CERTIFICATION

Printed Name:Cayli BergmanTitle: Production AnalystTelephone No.:(432) 253-8321Date Certified: 01/26/2018

\$I.\$ -3

RAILROAD COMMISSION OF TEXAS

Oil and Gas Division

ELECTRIC LOG STATUS REPORT

FORM L-1

Tracking No.: 182705

This facsimile L-1 was generated electronically from data submitted to the RRC

Instructions

When to File Form L-1:

- with Forms G-1, W-2, and GT-1 for new and deepened gas, oil, and geothermal wells
- · with Form W-3 for plugged dry holes
- · when sending in a log which was held under a request for confidentiality and the period for confidentiality has not yet expired.

When is Form L-1 NOT required:

- · with Forms W-2, G-1, and GT-1 filed for injection wells, disposal wells, water supply wells, service wells, re-test wells, reclassifications, and plugbacks of oil, gas or geothermal wells
- · with Form W-3 for plugging of other than a dry hole

Where to File Form L-1:

· with the appropriate Commission district office

Filling out Form L-1:

- · Section I and the signature section must be filled out for all wells
- · complete only the appropriate part of Section II

Type of log required:

- · any wireline survey run for the purpose of obtaining lithology, porosity, or resistivity information
- · no more than one such log is required but it must be of the subject well
- · if such log is NOT run on the subject well, do NOT substitute any other type of log; just select Section II, Part A below

SECTION I. IDENTIFICATION District Completion Operator Name: ATLANTIC RESOURCES COMPANY, LLC 08/18/2017 No. Date: Drilling Permit Field FORD, WEST (WOLFCAMP) 823619 No. Name Lease Lease/ID Well STATE GATEWAY 37-48 3H Name No No API County REEVES No. 42- 389-35747 SECTION II. LOG STATUS (Complete either A or B) A. BASIC ELECTRIC LOG NOT RUN X B. BASIC ELECTRIC LOG RUN. (Select one) 1. Confidentiality is requested and a copy of the header for each log that has been run on the well is attached. 2. Confidentiality already granted on basic electric log covering this interval (applicable to deepened wells only). 3. Basic electric log covering this interval already on file with Commission (applicable to deepened wells only). 4. Log attached to (select one): (a) Form L-1 (this form). If the company/lease name on log is different from that shown in Section I, please enter name on log here: Check here if attached log is being submitted after being held confidential. (b) Form P-7, Application for Discovery Allowable and New Field Designation. (c) Form W-4, Application for Multiple Completion: Lease or ID No(s). Well No(s). Cayli Bergman Production Analyst Signature Title 01/22/2018 (432) 253-8321 Phone Date Name (print) -FOR RAILROAD COMMISSION USE ONLY-



Schlumberger

Company:

ATLANTIC RESOURCES COMPANY LLC

STATE GATEWAY 37 48 3H

Field:

FORD WEST WOLFCAMP

County: REEVE	S	S	itate:		EXAS		
Triple Com	bo Log						
FORD WEST WOLFCAMP Section 37 Block 53 Abstract 5043 STATE GATEWAY 37 48 3H ALLANTIC RESOURCES COMPANYLLC Section 37. Block 53 Abstract 5043 STATE GATEWAY 37 48 3H ALLANTIC RESOURCES COMPANYLLC Section 37. Block 53 Abstract 5043 STATE GATEWAY 37 48 3H ALLANTIC RESOURCES COMPANYLLC Section 37. Block 53 Abstract 5043 SECTION 37. Block 54 Abstract 5043 SECTION 37. Bl	press						
Platform EX Section: 37, Block 53, Abstract: 5043 STATE GATEWAY 37, 44 STANTIC RESOURCES COMPANY Section: 32, ENT au SOURCES COMPANY Section: 32, ENT au SOURCES COMPANY SECTION: 32, Abstract: 5043 STATE GATEWAY 37, 44 SOURCES COMPANY SECTION: 32, Abstract: 5043 STATE GATEWAY SECTION: 37, Abstract: 5043 STATE GATEWAY SECTION: 37, Abstract: 5043 STATE GATEWAY SECTION: 37, Abstract: 5043 STATEMANY SECTION: 37, A							
Section: 37.	Block: 53,	Abstract: 5	043		Elev.:	K.B.	3252.00 ft
S A 8 5 8 225 FNL an	d 330' FEL					G.L.	3227.00 ft
SURVEY: P	SL/FORD I	L				D.F.	3251.00 ft
SURVEY: P SURVEY: P SURVEY: P SURVEY: P SURVEY: P Permanent (round Level		Elev	(25) 101 (3)	3227.00 f
to Log Measure	10000	-	elly Bushing		25.00 ft	-	above Perm Datum
S O Delling Man		_	elly Bushing		_ 25.00 11		above remibation
> 0 0			ction:		Block		Abataat
API Serial API Serial 42-389-35	K.O.W.S.						Abstract
0			37		53		5043
Logging Date	26-Jun-2	2017					
Run Number	2A						
Depth Driller	11200.0	0 ft					
Schlumberger Depth	11212.0	0 ft					
Bottom Log Interval	11220.0	0 ft					
Top Log Interval	9215.00	ft					
Casing Driller Size @ Depth	9.625 in	@	9215.00 ft				
Casing Schlumberger	9222 ft						
Bit Size	8.5 in						
Type Fluid In Hole	Polymer						
Density Viscosity	9.5 lbm/g	jal	40 s				
Fluid Loss PH Source of Sample	6 cm3		8				
Source of Sample	Active Ta	enk					
RM @ Meas Temp	0.09 ohn	n.m @	68 degl	F			
RMF @ Meas Temp	0.06 ohn	n.m @	68 degl	F			
RMC @ Meas Temp							
Source RMF RMC	Calculate	ed	Calculated				
RM @ BHT RMF @ BHT		ල 182	0.02 @	182			
Max Recorded Temperatures	182 degl	F					
Circulation Stopped Time	25-Jun-2	017	18:00:00				
Logger on Bottom Time	26-Jun-2	2017	03:30:00				
Unit Number Location:	9105		MIDLAND				
Recorded By	MASSIE	L DIEZ					
Witnessed By	JOHN LE	EONE					



RAILROAD COMMISSION OF TEXAS

Oil and Gas Division PO Box 12967 Austin TX 78711-2967 www.rrc.texas.gov

Tracking No.: 182705

CERTIFICATE OF COMPLIANCE AND TRANSPORTATION AUTHORITY

P-4

This facsimile P-4 was generated electronically from data submitted to the RRC. A certification of the automated data is available in the RRC's Austin office.

		name exactly a D, WEST (W	2. Lease name as shown on proration schedule VOLFCAMP) STATE GATEWAY 37-48								
3.	Curre	nt operator nam	e exactly as shown on P-5 Organization Report URCES COMPANY, LLC	100000000000000000000000000000000000000	5. Oil Lse/Gas ID no	6. County REEVES	1 12	. RRC distri	ct		
8.	Opera		uding city, state, and zip code	9. Well no(s) (see in 3H	struction E)						
		AND, TX 7	9702	10. Classification			11. 1	Effective Da	ite		
				The state of the s	Gas Other (see	e instruction A)	08	/18/2017			
a.	Char	nge of:	operator		gas purchaser	gas p		ser system co			
b.	New	RRC Number	for: oil lease gas well other well (specify)	consolidation, unitiza	ation, or subdivision (1/2	L IC	eciass gas to	011		
13.	Autho	orized GAS WE	LL GAS or CASINGHEAD GAS Gatherer(s) and/or Purchase								
Name of GAS WELL GAS or CASINGHEAD GAS Gatherer(s) or Purchaser(s) As Indicated in Columns to the Left (Attach an additional sheet in same format if more space is needed)								Percent of Take	Full-well stream		
X	X	EAGLECLA	W MIDSTREAM VENTURES,LLC(238465)			0001		100.0			
14.	Auth	orized OIL or (ONDENSATE Gatherer(s). (See instruction G).								
			Name of OIL or CONDENSATE Gatherer (Attach an additional sheet in san						ent of		
PI /	AINS	MARKETIN	G, L.P.(667883)	ie jormai ij more space	e is needed)			50.0	ake		
5.5		Manual China and China	RNATIONAL, INC.(712543)					50.0			
1 110	-111		117 (17 12) (17 120 10)								
-	00.00	SE ONLY:									
15 res	. PRE	EVIOUS OPEI	Reviewer's initials: Approval RATOR CERTIFICATION FOR CHANGE OF OPERATO ell(s) designated in this filing, located on the subject lease has be designation of the above named operator as Current Operator is	OR P-4 FILING. Bein een transferred in its er	ntirety to the above nan	ned Current Opera	tor. I ui		s		
N	ame o	f Previous Oper	ator	Signature					_		
N	ame (p	orint)		Authorized of previous	*		-	nt of previous (struction G)	us		
T	tle			Date		Phone with area co	ode		-		
16 ac	. CUI	edge responsible of the ph	ATOR CERTIFICATION. By signing this certificate as the lity for the regulatory compliance of the subject lease including ysical operation, control, and proper plugging of each well desitificate designating a new Current Operator is approved by the	Current Operator, I co g plugging of well(s) pu gnated in this filing. I	ertify that all statements ursuant to Rule 14. I fu also acknowledge that	on this form are t	rue and	assume			
N	ame (p	orint)		Signature							
100	1000	uction Analys	st	Authorized of current of				t of current truction G)	t		
	tle cber	man@arco	perating.com	01/22/2018	perator	(432) 253-832		a action (d)			
cbergman@arcoperating.com E-mail Address (optional)				Date Phone with area code							



GAS WELL CLASSIFICATION REPORT

Form G-5

Tracking No.: 182705

This facsimile G-5 was generated electronically from data submitted to the RRC.

1. OPERATOR NAME (Exactly as shown on Form P5 Orga	nization Report)		3. RRC DI	3. RRC DISTRICT NO. 4. OIL LEASE NO OF GAS WELL ID NO							
ATLANTIC RESOURCES COMPANY, LLC				08							
2. MAILING ADDRESS			5. WELL	NO.	6. API NO.						
PO BOX 3759				3H	42- 389-35747						
MIDLAND, TX 79702			7. COUNT	Y OF WELL SITE							
			REEVE								
8. FIELD NAME (as per RRC Records)		9. LEASE NAM	E								
FORD, WEST (WOLFCAMP)		STATE GAT	EWAY 37-48								
10. LOCATION (Section, Block and Survey)		11. PIPELINE CO	ONNECTION OR US	E OF GAS							
37 , 53 , PSL / FORD, L L , A-5043		EAGLECLA	W MIDSTREAM								
PRODUCTION TEST AT RATE ELECTED BY O	PERATOR	A.S.T.M. DISTILLATION OF LIQUID SAMPLE. Distillation test is									
(data on 24-hour basis)		required for gas wells ONLY if the producing gas-liquid hydrocarbon ratio is less than 100,000 CF/barrel.									
A. Date of Test 10/09/2017		-									
B. Gas Volume 788.0	(Mcf) Date Liqu	id Sample Obtained	01/24/2018							
C. Oil or Condensate Volume52.0	(Bbl)	Where Ol	btained:	Separator	X Stock Tank						
D. Water Volume 3054.0	(Bbl)		er Temp. (deg. F)		% Over Temp. (deg. F)						
E. Gas/Liquid Hydrocarbon Ratio14963	(Cf/Bbl	Initial Boiling Temp.	139.0	_ 60	414.0						
F. Flowing Tubing Pressure380	(psia)	10	234.0	_ 70	472.0						
G. Choke Size 2.00	(in.)	20	261.0	_ 80	536.0						
H. Casing Pressure 1099.0	(psia)	30	291.0	_ 90	657.0						
I. Shut-in Wellhead Pressure-	(main)	40	327.0	_ 95	739.0						
Tubing 500	(psia)	50	368.0	End Poir	741.0						
J. Separator Operating Pressure120.0	(psia)										
K. Color of Stock Tank Liquid Clear	-										
L. Gravity of Separator Liquid52.1	OAPI	Total	Recovery	96.0	percent						
M. Gravity of Stock Tank Liquid52.1	OAPI	Residu		2.5	percent						
N. Specific Gravity of the Gas (Air = 1) 0.768		Loss		1.5	percent						
I declare under penalties prescribed in					RRC USE ONLY						
Sec. 91.143, Texas Natural Resources Code,	NAME	(Type or Print)									
that I am authorized to make this report, that this report was prepared by me or	NAME	(Type or Print))								
under my supervision and direction, and	Cayli Bergman										
that data and facts stated therein are true,	SIGNATURE										
correct, and complete to the best of my knowledge.	Production Analyst										
	TITLE										
01/26/2018			(432) 253-83	321							
DATE	CONTACT PERSON		PHONE NUM	MBER							



Tracking No.: 182	705										
OPERATOR NAME AND	ADDRESS including city, state and zip	GAS	WELL		Reason f	or Filing	Operator P-5 Or	ganization No.	RRC	Dist. No.	G-10
ATLANTIC RES	OURCES COMPANY, LLC	STATUS	REPORT		П		0365	555		08	0-10
PO BOX 3759 MIDLAND, TX	79702	Oil and G P.O. Be	IISSION OF TEXAS as Division ox 12967	Survey	Retest	Test Period:					
	and the state of t	This facsimile G-10 was	s 78711-2967 s generated electronically itted to the RRC.	,	Initial Test	Correct	N. W. L. C. C.				
FIELD NAME		RRC IDENT NO.	DATE TESTED MO/DAY/YR	(SAS PRODU MCF/DAY		CONDENSATE PRODUCED	WATER PRO BBL/DAY			SIWH JRE PSIA
* LEASE NAME		WELL NO.	MARK X FOR SHUT-IN WELL		GAS SPE GRAVITY		CONDENSATE GRAVITY (API)	X BOTTOMHO PRESSURE F			OWING JRE PSIA
FORD, WEST (WO	OLFCAMP)		10/09/2017	78	8	MCF	52.0 BBL	3054.0	BBL	500	
STATE GATEWAY	Y 37-48	ЗН		0.7	768		52.1	380		380	
						MCF	BBL		BBL		
						MCF	BBI		BBL		
						MCF	BBI		BBL		
					_	MCF	BBI		BBL		
										N.	
						MCF	BBI		BBL		
						MCF	BBI		BBL		
						MCF	BBI		BBL		
and facts stated herein	clare under penalties prescribed in Texas Natural Resource are true, correct, and complete to the best of my knowledg TIC RESOURCES COMPANY LLC	s Code, Sec. 91.143, that I am a e.	uthorized to make this re	port	, that this re	port was	prepared by me or und	er my supervision	and di	rection, and	that data
Signature: JONAH		Title:	5 W				Phone: (432) 683-3	3272	_ Date	01/22/2	2018

AN ASTERISK PREPRINTED ON A SURVEY IDENTIFIES WELL SUBJECT TO COMMINGLING TEST REQUIREMENT

^{**} GAS PRODUCTION RATE, IN MCF, IS TO BE REPORTED FULL-WELL STREAM, INCLUDING CONDENSATE *** PRESSURE FOR THE TEXAS HUGOTON FIELD IS REPORTED IN PSIG



Groundwater Advisory Unit

Date Issued: 28 February 2017 GAU Number: 167849 Attention: API Number: ATLANTIC RESOURCES County: REEVES PO BOX 3759 State Gateway 37-48 Lease Name: MIDLAND, TX 79702 Lease Number: 036555 Operator No.: 3H Well Number: 10500 Total Vertical Depth: Latitude: 31.538576 Longitude: -103.999453 NAD27 Datum:

Purpose:

New Drill

Location:

Survey-PSL; Abstract-5968; Block-53; Section-37

To protect usable-quality groundwater at this location, the Groundwater Advisory Unit of the Railroad Commission of Texas recommends:

The interval from the land surface to a depth of 700 feet, and the Rustler, the top of which is estimated to occur from 950 to 1050 feet depth and the base of which is estimated to occur from 1250 to 1350 feet depth by reconnaissance-level evaluation, must be protected.

This recommendation is applicable to all wells within a radius of 2500 feet of this location.

Please send an acoustic or porosity log of this well when it is available.

Note: Unless stated otherwise, this recommendation is intended to apply only to the subject well and not for area-wide use. This recommendation is for normal drilling, production, and plugging operations only. It does not apply to saltwater disposal operation into a nonproductive zone (RRC Form W-14).

This determination is based on information provided when the application was submitted on 02/22/2017. If the location information has changed, you must contact the Groundwater Advisory Unit, and submit a new application if necessary. If you have questions, please contact us at 512-463-2741 or gau@rrc.texas.gov.

Groundwater Advisory Unit, Oil and Gas Division

Form GW-2 Rev. 02/2014 P.O. Box 12967 Austin, Texas 78771-2967

512-463-2741

Internet address: www.rrc.texas.gov





RAILROAD COMMISSION OF TEXAS

Form W-15

Rev. 08/2014

1701 N. Congress . P.O. Box 12967 Austin, Texas 78701-2967

CEMENTING REPORT

Cementer: Fill in shaded areas. Operator: Fill in other items.

					OPERATOR	INFORM	MATION							
Operator Name: ATLANTIC (ARC) Operator P-5 No.:														
Cementer Name: RTS ENERGY SERVICES LLC							Cementer P-5 No.: 732292							
WELL'INFORMATION														
District No.: 8						County: Reeves								
Well No.: 3H						API No.: Drilling Permit No.:								
Lease Name: State Gateway 37-48						Lease No.:								
Field Name:						Field No.:								
					I. CASING CE	MENTIN	G DATA		-					
Type of casing:														
Drilled hole size (in	Dept	h of drilled hole	ft.): 14	78'	Est. % wash-out or hole enlargement: 77%									
										centralizers used:				
Was cement circulated to ground surface (or bottom of cellar) outside							ng depth si	noe (ft.):	Top of liner (f	t.):			
casing? VES NO If no for surface casing, explain in Remarks.										Setting depth	liner (ft.):			
Hrs. waiting on cement before drill-out: A Calculated top of ceme						ent (ft.)								
SLURRY														
Sturry No.		No. of S	acks		Class		Additives			ume (cu. ft.)	Height (ft.)			
1		800)		С	S	ee Rema	rks		1512	2177'			
2		325	5		С	See Remarks				432	627'			
3														
Total 1,125 C							ee Rema	rks		1948	2804			
II. CASING CEMENTING DATA														
Type of casing:	Surfa	center	mediate	Produ	ction Tape	ed prod	duction	Muli	ti-stage co	ement shoe	Multiple parallel strings			
Drilled hole size (in.): Depth of drilled hole (fi						t.): Est. % wash-out or hole enlargement:								
Size of casing in O.D. (in.): Casing weight (lbs/ft) a					and grade: No. of centralizers used:									
Tapered string drilled hole size (in.)						Tapered string depth of drilled hole (ft.)								
Upper: Lower:						Uppe	r:			Lower:				
Tapered string size of casing in O.D. (in.) Upper: Lower: Upper: Upper:					eight(lbs/ft) and grade Lower: Tapered string no. of centralizers used Upper: Lower:									
Was cement circulated to ground surface (or bottom of cellar) outside casing? YES NO Setting depth shoe (ft.):) :					
Hrs. waiting on cement before drill-out: Calculated top of cement (ft.):								Cemen	ting date:					
•	Hrs. waiting on cement before drill-out: Calculated top of cement (ft.): Cementing date: SLURRY													
								Height (ft.)						
1														
2														
3														
Total														
					III. CASING CE	MENTIN	G DATA				2,470			
Type of casing:	Surfac	e ntern	nediate	Produc	tion Tapered	produ	ction	Multi-s	tage cem	ent/DV tool	Multiple parallel strings			
Drilled hole size (in.): Depth of drilled h					of drilled hole (f	t.):			Est. % wash-out or hole enlargement:					
Size of casing in O.D. (in.): Casing weight (lbs/ft) ar						nd grade: No. of centralizers used:								
Tapered string drilled hole size (in.) Upper: Lower:						Tapered string depth of drilled hale (ft.) Upper: Lower:								
Tapered string size of casing in O.D. (in.) Tapered string casing we								Tapered string no. of centralizers used						
Upper: Lower: Upper: L Was cement circulated to ground surface (or bottom of cellar) outside casing?														
Hrs. waiting on cement before drill-out: Calculated top of cemen					and any transfers									
ms. waiting on cem	ent bei	ore urm-out		Carcula	SLU				cement	ing date:				
Slurry No. No. of Sacks					Class		Additives			me (cu. ft.)	Height (ft.)			
1									70.0	1-41111				
2														
3														
Total														



CEMENTING TO SQUEEZE, PLUG BACK OR PLUG AND ABANDON											
	PLUG #1	PLUG #2	PLUG #3	PLUG #4	PLUG #5	PLUG #6	PLUG #7				
Cementing Date											
Size of hole or pipe (in.)											
Depth to bottom of tubing or drill pipe (ft.)											
Cement retainer setting depth (ft.)											
CIBP setting depth (ft.)											
Amount of cement on top of CIBP (ft.)											
Sacks of cement used											
Slurry volume pumped (cu. ft.)											
Calculated top of plug (ft.)											
Measured top of plug, if tagged (ft.)											
Slurry weight (lbs/gal)											
Class/type of cement											
Perforate and squeeze (YES/NO)											

REMARKS

Lead 65/35 Class C + 6%Gel + 0.4% C-41P + 0.1%C-19 + 1/4 Cello-Flake + 3% Salt. Tail Class C + 0.2%C-12 + 1/4 Cello-Flake Circulated 65sx (22 BBLS) to Surface

CEMENTER'S CERTIFICATE: I declare under penalties prescribed in Sec. 91.143, Texas Natural Resources Code, that I am authorized to make this certification, that the cementing of casing and/or the placing of cement plugs in this well as shown in the report was performed by me or under my supervision, and that the cementing data and facts presented on both sides of this form are true, correct, and complete, to the best of my knowledge. This certification covers cementing data only.

Joel Soto, Engineer	RTS	S Energy Service		1/			
Name and title of cementer's representative		Cementing Company		Signature	1		
P.O. Box 11342	Midland	TX, 79702	(432) 617-4	753	7 6/13/2017		
Address	City,	State, Zip Code	Tel: Area Code	Number	Date: mo. o	day yr.	

OPERATOR'S CERTIFICATE: I declare under penalties prescribed in Sec. 91.143, Texas Natural Resources Code, that I am authorized to make this certification, that I have knowledge of the well data and information presented in this report, and that data and facts presented on both sides of this form are true, correct, and complete, to the best of my knowledge. This certification covers all well data.

Typed or printed name of operator's representative		Title		Si					
Address	City,	State,	Zip Code	Tel: Area Code	Number	Date:	mo.	day	yr.

Instructions for Form W-15, Cementing Report

NOTICE: The Form W-15 must be submitted as an attachment to a Form G-1 (Gas Well Back Pressure Test, Completion or Recompletion Report, and Log), Form W-2 (Oil Well Potential Test, Completion or Recompletion Report, and Log), Form W-3 (Plugging Record), or Form W-4 (Application for Multiple Completion), any time cement is pumped in a wellbore.

- A. What to file: An operator should file an original and one copy of the completed Form W-15 for each cementing company used on a well. The cementing of different casing strings on a well by one cementing company may be reported on one form.
 - The Form W-15 should be filed with the Form W-3, Plugging Record, unless the Form W-3 is signed by the cementing company representative. When reporting dry holes, operators must complete Form W-15, in addition to Form W-3, to show any casing cemented in the hole.
- 8. How to file: An oil and gas completion report and Form W-15 may be filed online using the Commission's Online System (https://webapps.rrc.state.tx.us/security/login.do) or a paper copy of the form may be mailed to the Commission in Austin (P.O. Box 12967, Austin, Texas 78711-2967).
- C. Surface casing: An operator must set and cement sufficient surface casing to protect all usable-quality water strata, as defined by the Groundwater Advisory Unit In Austin. Sufficient cement shall be used to fill the annular space outside the casing from the shoe to the ground surface or to the bottom of the cellar. Before drilling a well, an operator must obtain a letter from the Groundwater Advisory Unit stating the protection depth. Surface casing should not be set deeper than 200 feet below the specified depth without prior approval from the Commission.
 - To plug and abandon a well, operators must use only cementers approved by the Commission's Director of Field Operations in accordance with SWR 14 (http://info.sos.state.tx.us/pls/pub/readtac\$ext.TacPage?sl=R&app=9&p_dir=&p_rloc=&p_ploc=&pg=1&p_tac=&ti=16&pt=1&ch=3&rl=14). Cementing companies, service companies, or operators can qualify as approved cementers by demonstrating that they are able to mix and pump cement in compliance with Commission rules and regulations.
- D. Estimated % wash-out: If the estimated % wash-out is less than 20% (or 30% along the Gulf Coast), provide supporting documentation such as a caliper log to show how the estimated % wash-out was obtained.
- E. Multi-stage cement: An operator must report the multi-stage cement shoe in II. Casing Cementing Data section by selecting the type of casing and Multi-stage cement shoe. The operator must report the multi-stage cement tool in III. Casing Cementing Data section by selecting the type of casing and Multi-stage cement (DV tool).
- F. Multiple parallel strings: An operator should file the Form W-15 as an attachment to the Form W-4, Application for Multiple Completion. An operator may be required to submit multiple Form W-15s to show all data for multiple parallel strings.
- G. Slurry data: If cement job exceeds three slurries, continue the list of slurries in the Slurry table in the subsequent Casing Cementing Data box.





RAILROAD COMMISSION OF TEXAS

Form W-15

Rev. 08/2014

1701 N. Congress
P.O. Box 12967

Austin, Texas 78701-2967
CEMENTING REPORT

Cementer: Fill in shaded areas. Operator: Fill in other items.

		OPERATOR I	NFORMATION						
Operator Name: ATLANT	IC RESOURCES COMPANY		Operator P-5 No.:						
Cementer Name: Brett Be	Hard		Cementer P-5 No.: 1697	89					
		WELLINE	ORMATION						
District No.:		THE STATE OF THE S	County: Reeves						
Well No.: 3H			API No.:	Drilling Per	mit No.:				
Lease Name: STATE GATE	WAY 37-48		Lease No.:						
Field Name:	22 M G 1 7 M G 1072 2		Field No.:						
		L CACING CEA	SESTING DATA						
			MENTING DATA						
Type of casing:	Conductor Surfa			Production					
Drilled hole size (in.):		Depth of drilled hole (Est. % wash-out or ho					
Size of casing in O.D. (in		Casing weight (lbs/ft)		No. of centralizers us	ed:				
	to ground surface (or bott NO If no for surface cas		Setting depth shoe (ft.	Top of liner (Setting depti	0.026				
Hrs waiting on cement	hefore drill-out	Calculated top of ceme	ent (ft)·	Cementing date:					
Hrs. waiting on cement before drill-out: Calculated top of cement (ft.): Cementing date: SLURRY									
Slurry No.	No. of Sacks	Class	Additives	Volume (m. 6)	Uninhe (fe)				
1	No. or sacks	Class	Additives	Volume (cu. ft.)	Height (ft.)				
2				 					
3					-				
Total	1090								
			Transport Services						
Tuna of casing:	face Clintermediate C	Contraction of the Contraction o	MENTING DATA ed production ✓ Muh	l stans samest char [Tagultinla nevellal strings				
	face / Intermediate			ti-stage cement shoe	Multiple parallel strings				
Drilled hole size (in.): 12	.25	Depth of drilled hole (f	t.): 9215	Est. % wash-out or hole enlargement: 52%					
Size of casing in O.D. (in	.): 9.625	Casing weight (lbs/ft) a	and grade: 47/HCL80	No. of centralizers use	ed: 73				
Tapered string drilled he	ole size (in.)		Tapered string depth of	of drilled hole (ft.)					
Upper:	Lower:		Upper:	Lower:					
Tapered string size of ca Upper:	sing in O.D. (in.) Lower:	Tapered string casing we Upper:	eight(lbs/ft) and grade Lower:	Tapered string no. of Upper:	centralizers used Lower:				
Was cement circulated	to ground surface (or bott	om of cellar) outside casi	ng? YES ✓ NO	Setting depth shoe (ft	:.): 4481.54				
Hrs. waiting on cement	before drill-out: 24	Calculated top of ceme	ent (ft.):	Cementing date: 6-22	0-17				
			IRRY	Continuing date: 0-22	17				
Slurry No.	No. of Sacks	Class	Additives	Volume (cu. ft.)	Height (ft.)				
1	650	C	SEE REMARKS	2067	8702				
2	200	н	SEE REMARKS	246	732 9				
3									
Total	850			2313	9434.9				
		HI CACING CO	SENTING DATA						
Type of casing: Sur	face / Intermediate	Annual Control of the	MENTING DATA I production ✓ Multi-s	tage coment/DV tool	Multiple parallel strings				
Drilled hole size (in.): 12		Depth of drilled hole (f		Est. % wash-out or ho					
Size of casing in O.D. (in		Casing weight (lbs/ft) a		No. of centralizers use	ed:				
Tapered string drilled ho Upper:	ole size (in.) Lower:		Tapered string depth o Upper:	f drilled hole (ft.) Lower:					
Tapered string size of ca	sing in O.D. (in.)	Tapered string casing we	eight(lbs/ft) and grade	Tapered string no. of	centralizers used				
Upper:	Lower:	Upper:	Lower:	Upper:	Lower:				
Was cement circulated t	o ground surface (or bott	om of cellar) outside casir	ng? YES NO	Setting depth tool (ft.): 4481.54				
Hrs. waiting on cement	before drill-out: 24	Calculated top of ceme		Cementing date: 6-22	-17				
Shurme Ma	No of Sache		Additions	Valume Inc. 64.1	Hainha Ifa 1				
Slurry No.	No. of Sacks	Class	Additives	Volume (cu. ft.)	Height (ft.)				
2	430 150	C	SEE REMARKS	1474.9	4395				
3	130	-	SEE REMARKS	200	636 4				
Total	580			1674.9	5031.4				
	***			1011.0	0001.7				



CEM	ENTING TO SQU	EEZE, PLUG BA	CK OR PLUG A	ND ABANDON		NAME OF TAXABLE PARTY.	
	PLUG #1	PLUG #2	PLUG #3	PLUG #4	PLUG #5	PLUG #6	PLUG #7
Cementing Date							
Size of hole or pipe (In.)							
Depth to bottom of tubing or drill pipe (ft.)							
Cement retainer setting depth (ft.)							
CIBP setting depth (ft.)							
Amount of cement on top of CIBP (ft.)							
Sacks of cement used							
Slurry volume pumped (cu. ft.)							
Calculated top of plug (ft.)							
Measured top of plug, if tagged (ft.)							
Slurry weight (lbs/gal)							
Class/type of cement							
Perforate and squeeze (YES/NO)							

DEMANDES

1ST STAGE Lead addeves 10% Get 1%C478 INC40P INC178C ACID ISMCSA1000 6%STE 8#SK SALTS#SK KOLSEAL IST STAGE F# Addeves 06%CSA1000 2ND STAGE LEAD 10%GEL 25%ECONOLITE INC478 INC40P INCSA1000 6MSTE I 74#SK SALTS#SK KOLSEAL 5#SK GYPSEAL 2ND STAGE F#L 1%C20 05%CS1

CEMENTER'S CERTIFICATE: I declare under penalties prescribed in Sec. 91.143, Texas Natural Resources Code, that I am authorized to make this certification, that the cementing of casing and/or the placing of cement plugs in this well as shown in the report was performed by me or under my supervision, and that the cementing data and facts presented on both sides of this form are true, correct, and complete, to the best of my knowledge. This certification covers cementing data only

Joshua Leininger	Coordinator	CO	MPAS	S CEMEN	ITING (10		
Name and title of cementer				nting Company		Signature	A	
10013 W. CNTY F	RD 157 MI	DLAND,	, TX	79706	325-387-2940		06-22-20	17
Address		City,	State,	Zip Code	Tel: Area Code	Number	Date: mo	day yr.
The state of the s	knowledge of the well data a id complete, to the best of my					data and facts pr	esented on bot	n sides of this
Typed or printed name of op	erator's representative		Title			Signature		
Address		City,	State,	Zip Code	Tel: Area Code	Number	Date: mo.	day yr

Instructions for Form W-15, Cementing Report

NOTICE: The Form W-15 must be submitted as an attachment to a Form G-1 (Gas Well Back Pressure Test, Completion or Recompletion Report, and Log), Form W-2 (Oil Well Potential Test, Completion or Recompletion Report, and Log), Form W-3 (Plugging Record), or Form W-4 (Application for Multiple Completion), any time cement is pumped in a wellbore.

- A. What to file: An operator should file an original and one copy of the completed Form W-15 for each cementing company used on a well. The cementing of different casing strings on a well by one cementing company may be reported on one form.
 - The Form W-15 should be filed with the Form W-3, Plugging Record, unless the Form W-3 is signed by the cementing company representative. When reporting dry holes, operators must complete Form W-15, in addition to Form W-3, to show any casing cemented in the hole.
- B. How to file: An oil and gas completion report and Form W-15 may be filed online using the Commission's Online System (https://webapps.rrc.state.tx.us/security/login.do) or a paper copy of the form may be mailed to the Commission in Austin (P.O. Box 12967, Austin, Texas 78711-2967).
- C. Surface casing: An operator must set and cement sufficient surface casing to protect all usable-quality water strata, as defined by the Groundwater Advisory Unit in Austin. Sufficient cement shall be used to fill the annular space outside the casing from the shoe to the ground surface or to the bottom of the cellar. Before drilling a well, an operator must obtain a letter from the Groundwater Advisory Unit stating the protection depth. Surface casing should not be set deeper than 200 feet below the specified depth without prior approval from the Commission.
 - To plug and abandon a well, operators must use only cementers approved by the Commission's Director of Field Operations in accordance with SWR 14 (http://info.sos.state.tx.us/pls/pub/readtac\$ext.TacPage?sl=R&app=9&p_dir=&p_rloc=&p_ploc=&p_ploc=&pg=1&p_tac=&ti=16&pt=1&ch=3&rl=14). Cementing companies, service companies, or operators can qualify as approved cementers by demonstrating that they are able to mix and pump cement in compliance with Commission rules and regulations.
- D. Estimated % wash-out: If the estimated % wash-out is less than 20% (or 30% along the Gulf Coast), provide supporting documentation such as a caliper log to show how the estimated % wash-out was obtained.
- E. Multi-stage cement: An operator must report the multi-stage cement shoe in II. Casing Cementing Data section by selecting the type of casing and Multi-stage cement shoe. The operator must report the multi-stage cement tool in III. Casing Cementing Data section by selecting the type of casing and Multi-stage cement/DV tool.
- F. Multiple parallel strings: An operator should file the Form W-15 as an attachment to the Form W-4, Application for Multiple Completion. An operator may be required to submit multiple Form W-15s to show all data for multiple parallel strings.
- G. Slurry data: If cement job exceeds three slurries, continue the list of slurries in the Slurry table in the subsequent Casing Cementing Data box.





RAILROAD COMMISSION OF TEXAS

1701 N. Congress P.O. Box 12967 Austin, Texas 78701-2967 Form W-15 Rev. 08/2014

CEMENTING REPORT

Cementer: Fill in shaded areas. Operator: Fill in other items.

		OPERATOR	TOR INFORMATION 1					
Operator Name:			Operator P-5 No.:					
Cementer Name: Michael	H Walls		Cementer P-5 No.: 1697	789	1 11			
FAUTURE NO. 1919		WELLINE	ORMATION	THE PART OF THE PARTY.				
District No.:			County: REEVES					
Well No.: 37-48 #3H			API No.:	Drilling Pern	nit No :			
Lease Name: STATE GAT	EWAY		Lease No.:	T Drining r ern	at reo			
Field Name:			Field No.:					
	AT THE PROPERTY OF THE PARTY OF	The Leading of						
Type of casing:	Conductor Surfa		VIENTING DATA	Production				
Drilled hole size (in.):	_	Depth of drilled hole (Est. % wash-out or hol	le enlargement:			
Size of casing In O.D. (i	n.):	Casing weight (lbs/ft)	and grade: No. of centralizers used:					
	to ground surface (or bot		Setting depth shoe (ft.)					
casing? YES	NO If no for surface cas			Setting depth				
U			16.	1	mier (it.).			
Hrs. walting on cement	before drill-out:	Calculated top of ceme		Cementing date:				
SLURRY								
Slurry No.	No. of Sacks	Class	Additives	Volume (cu. ft.)	Height (ft.)			
1								
3								
Total								
"L'S WARRANT OF		The second secon	MENTING DATA	THE PROPERTY AND				
Type of casing:	face Intermediate	Production Taper	red production Mult	l-stage cement shoe	Multiple parallel strings			
Drilled hole size (in.):		Depth of drilled hole (f	ft.):	Est. % wash-out or hol	e enlargement:			
Size of casing in O.D. (In	1.):	Casing weight (lbs/ft) a	and grade: No. of centralizers used:					
Tapered string drilled h			Tapered string depth o	f drilled hole (ft.)				
Upper:	Lower:		Upper:	Lower:				
Tapered string size of co	asing in O.D. (in.) Lower:	Tapered string casing wo						
	to ground surface (or bott		ng? YES NO	Setting depth shoe (ft.	ŀ			
		T			<u></u>			
Hrs. waiting on cement	before drill-out:	Calculated top of ceme		Cementing date:				
			IRRY					
Slurry No.	No. of Sacks	Class	Additives	Volume (cu. ft.)	Height (ft.)			
11								
2								
3								
Total				L				
	THE REPORT OF THE PERSON NAMED IN	III. CASING CE	MENTING DATA	BENEEL SAN	CAN METERS OF THE			
Type of casing: Sur	face Intermediate 🗸	Production Tapered	d production Multi-s	tage cement/DV tool	Multiple parallel strings			
Drilled hole size (in.): 8	.5	Depth of drilled hole (f	t.): 17067	Est. % wash-out or hole	e enlargement: S9%			
Size of casing In O.D. (in	L): 5.5	Casing weight (lbs/ft) a	and grade: 20#/HCP-110	No. of centralizers used	d: 232			
Tapered string drilled h			Tapered string depth of Upper: 9215	f drilled hole (ft.) Lower: 17				
Tapered string size of ca		Tapered string casing we	The second secon	Tapered string no. of o				
Upper: 5.5	Lower: 5.5	Upper: 20#/HCP-110	Lower: 20#/HCP-110	Upper:	Lower:			
	to ground surface (or bott			Setting depth tool (ft.):				
		Calculated top of ceme		Cementing date: 7-14-				
Hrs. waiting on cement	DEIDI E UTIN-OUE:			Commenting date: (-14-)	2011			
	No of Cartes		Addithus	Volume (av. 4s.)	Majabe 160 1			
Slurry No.	No. of Sacks	Class	Additives	Volume (cu. ft.) 2031 25	Height (ft.) 5962			
1	625	C	SEE BELOW	2601.9	11101			
2	2065	Н	SEE BELOW	2.001.0				
3 Tatal	2600			4633.15	17063			
Total	2690			4000.10	11,000			



	PLUG #1	PLUG #2	PLUG #3	PLUG #4	PLUG #5	PLUG #6	PLUG #7
Cementing Date							
Size of hole or pipe (in.)							
Depth to bottom of tubing or drill pipe (ft.)							
Cement retainer setting depth (ft.)							
CIBP setting depth (ft.)							
Amount of cement on top of CIBP (ft.)							
Sacks of cement used							
Slurry volume pumped (cu. ft.)							
Calculated top of plug (ft.)							
Measured top of plug, if tagged (ft.)							
Slurry weight (lbs/gal)							
Class/type of cement							
Perforate and squeeze (YES/NO)							

REMARKS

1st slurry:40:60:10(class c,compass poz,gel), .25% c-45, .15% c-47b, .1% c-40p, .18% citric acid, .2% csa-1000, 6% ste, .83#/sk salt bww, 3#/sk gyp seal. 2nd slurry: 50:50:0(class h, compass poz,gel), .1% c-20, .2% c-51, .35% c-47b

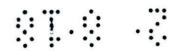
CEMENTER'S CERTIFICATE: I declare under penalties prescribed in Sec. 91.143, Texas Natural Resources Code, that I am authorized to make this certification, that the cementing of casing and/or the placing of cement plugs in this well as shown in the report was performed by me or under my supervision, and that the cementing data and facts presented on both sides of this form are true, correct, and complete, to the best of my knowledge. This certification covers cementing data only.

MICHAEL WALLS SERVICE SUP Name and title of cementer's representative		Cemer	nting Company	у	Signature				
10013 W. CNTY RD 157	MIDLAND	TX	79706	325-387-294	0	7-14-	2017	7	
Address	City,	State,	Zip Code	Tel: Area Code	Number	Date:	mo.	day	pr.
certification, that I have knowledge of the	well data and informa	ation pre	esented in th	is report, and that	data and facts pr	esented or	both	sides	of th
certification, that I have knowledge of the	well data and informa	ation pre	esented in th	is report, and that	data and facts pr	esented or	n both	sides	of th
OPERATOR'S CERTIFICATE: I declare unde certification, that I have knowledge of the form are true, correct, and complete, to the Typed or printed name of operator's representation	well data and inform best of my knowledge	ation pre	esented in th	is report, and that	data and facts pr	esented or	n both	sides	of th

Instructions for Form W-15, Cementing Report

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 - The Form W-15 should be filed with the Form W-3, Plugging Record, unless the Form W-3 is signed by the cementing company representative. When reporting dry holes, operators must complete Form W-15, in addition to Form W-3, to show any casing cemented in the hole.
- B. How to file: An oil and gas completion report and Form W-15 may be filed online using the Commission's Online System (https://webapps.rrc.state.tx.us/security/login.do) or a paper copy of the form may be mailed to the Commission in Austin (P.O. Box 12967, Austin, Texas 78711-2967).
- C. Surface casing: An operator must set and cement sufficient surface casing to protect all usable-quality water strata, as defined by the Groundwater Advisory Unit in Austin. Sufficient cement shall be used to fill the annular space outside the casing from the shoe to the ground surface or to the bottom of the cellar. Before drilling a well, an operator must obtain a letter from the Groundwater Advisory Unit stating the protection depth. Surface casing should not be set deeper than 200 feet below the specified depth without prior approval from the Commission.
 - To plug and abandon a well, operators must use only cementers approved by the Commission's Director of Field Operations in accordance with SWR 14 (http://info.sos.state.tx.us/pis/pub/readtacSext.TacPage?si=R&app=9&p_dir=&p_rior=&p_tior=&p_pior=&pg=1&p_tac=&ti=16&pt=1&ch=3&ri=14). Cementing companies, service companies, or operators can qualify as approved cementers by demonstrating that they are able to mix and pump cement in compliance with Commission rules and regulations.
- D. Estimated % wash-out: If the estimated % wash-out is less than 20% (or 30% along the Gulf Coast), provide supporting documentation such as a caliper log to show how the estimated % wash-out was obtained.
- E. Multi-stage cement: An operator must report the multi-stage cement shoe in II. Casing Cementing Data section by selecting the type of casing and Multi-stage cement shoe. The operator must report the multi-stage cement tool in III. Casing Cementing Data section by selecting the type of casing and Multi-stage cement/DV tool.
- F. Multiple parallel strings: An operator should file the Form W-15 as an attachment to the Form W-4, Application for Multiple Completion. An operator may be required to submit multiple Form W-15s to show all data for multiple parallel strings.
- G. Slurry data: If cement job exceeds three slurries, continue the list of slurries in the Slurry table in the subsequent Casing Cementing Data box.





JAN 29 2018

O&G Vidland FORM H-9

12/12/77

RAILROAD COMMISSION OF TEXAS OIL AND GAS DIVISION

CERTIFICATE OF COMPLIANCE STATEWIDE RULE 36

FILE WITH

							DISTRICT OF	FICE
1. Operator				2. Operator Number (See Instr	ection 13)	3. RRC Dis	-
ATLANTIC RESOL		ИPANY, I	LLC	36555			8	
4. Street or P.O. Box No	•			5. City	6. St	ate	7. Zip Code	е
P. O. BOX 3759				Midland	T	X	79702	
8. Name of Lease, Facil		n		9. Field or Area Name Ford (Most (Molforms))		10. County		
STATE GATEWA 11. General Operation Typ		a:		Ford, West (Wolfcamp)		Reeves		
ATT 194900000000000000000000000000000000000				Other Explanation				
A -Oil Field Production	man amount	Gas Field I	Production	` [
C-Pipeline or Gatheri	CATALON CO.	Gasoline P	lant	13. Hydrogen Sulfide	14. Ma	ximum Esca	pe Volume	
(E)Drilling or Workove	r F-5	weetening	Unit	Concentration 2146 PPM		16	MCF/	Day
G-Combination (expla	in) H-0	Other (expli	in)	15. 100 PPM Radius of	16, 500	PPM Radio	is of	
12. RRC ID# of Operation(s) to be	Type ID Code (See	Indicate for Store	if Filing	Exposure (ROE) 132 Ft.	Exp	posure (ROE) 60	Ft.
Covered by This	Instruction	Facility	Only	17. Operation is Existing New	18. Mod	dification Re	e- Yes	No
Certificate	12)	YES	NO			ting in Certi		
823619	5		1	19. Workover or Drilling Well with than 3000 feet on Rule 36 Cert	100 PPM ifled Wel	ROE Great		and a
	1		V	20. Previous Certificate Number if	Augitabl			1
		_		(Fer Amended Certificates)	Availant			
				21. The 100 PPM ROE includes an	y part of	a	Yes	No
				public area except a public roa	d			V
				 The 500 PPM ROE includes an public road 	y part of	0	Yes	No
			23. Injection of fluid containing Hydrogen Sulfide (See Instruction 14)			ulfide	Yes	tank made
	╁──┼							1
				24. Date (or Depth) of Compliance with all applicable provisions of Rule 36 01/26/18 / 19				
				Depth of Compliance for Drilling Operation		N/A Ft. from		
25. Contingency Plan	·			To bridge operation			Van I	No
Location of Plan (See	Instruction 15)	i.			Has	been prepare	a 🗆	
26. Location of data used	to prepare this	certificate	(See Ins	truction 15)				
300 Marienfield St. 1	4.50							
Midland, Texas 797	701							
			С	ERTIFICATE				-
I declare under penalti	les prescribed	in Section	91.143, N	atural Resources Code, that I am auth	orized to	make this	report that	1
this report was prepa	red by me or	under my i	supervisio	on, and that I am qualified to make ti	nis certif	ication by v	irtue of my	
training and experienc	e, and by my a	malysis of	the opera	ation being certified, or by the analys therein are true, correct, and complet	is of qua	illfied perso	n working	- 1
DINIX					32) 520-		armine and b	
Dry W	us.	2 500				-0123	01/29/18	_
Representative of Com	pany			Title Pr	one No.		Date	
				COMMISSION USE ONLY				
mission audit for comp	liance with the	required p	rovisions	d on the basis of the above certification of Statewide Rule 36. This approval markets of Statewide Rule 36.	n and is	subject to f	urther Com- ivestigation	
APPROVED BY:				DATE:				
				CERTIFICATION NUMBER				

REMARKS:

Clear Form



RAILROAD COMMISSION OF TEXAS Oil and Gas Division PO Box 12967 Austin, Texas 78711-2967

CERTIFICATE OF POOLING AUTHORITY

Revised 05/2001

www. rrc. state.	tx. us Revise	ed 05/2001	
1 Field Name(s)	Ford, West (Wolfcamp)	2 Lease/ID Number (if assigned)	3. RRC District Number
4 Operator Name		5 Operator P-5 Number	6. Well Number
Atlantic Re	sources Company, LLC	036555	3H
7. Pooled Unit Nar		8. API Number	9. Purpose of Filing
State Gatew	vay 37-48		
10. County	1000	11 Total acres in pooled unit	X Drilling Permit (W-1)
Reeves		1280	Completion Report
	DESCRIPTION OF INDIVIDUAL TRACTS	CONTAINED WITHIN THE POO	LED UNIT
TRACT/PLAT	TRACT	ACRES IN TRACT	INDICATE UNDIVIDED INTERESTS
IDENTIFIER	NAME	(See inst. #7 below)	UNLEASED NON-POOLED
I	Lowe Royalty Partners, LP	320	
2	Young Cottonwood Oil & Gas LP, et al	560	
3	William Kinard Crouch, et al	80	
4	Marrow Harrison Interests LLC	320	
OF DIE 10 AT			
foregoing stater	penalties prescribed pursuant to the Sec. 91.143, ments and that the information provided by me or unplete to the best of my knowledge.	Texas Natural Resources Code, under my direction on this Certific Haylie Urias	that I am authorized to make the ate of Pooling Authority is true,
Signature	Y - Colors	Print Name	
Regulatory	hurias@arcoperating.com	02/22/2017	(432)693 3272

INSTRUCTIONS - Reference: Statewide Rules 31, 38 and 40

E-Mail (if available)

Title

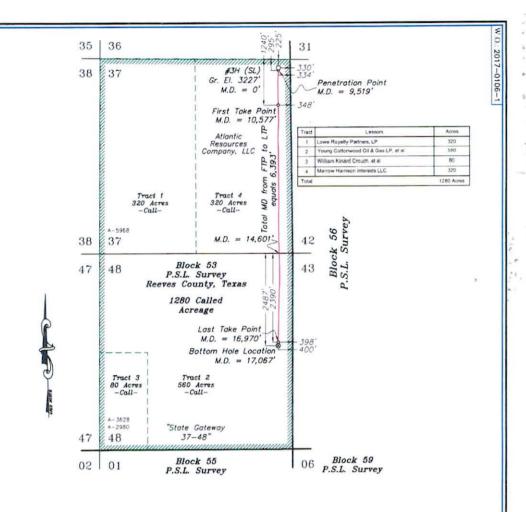
- When two or more tracts are pooled to form a unit to obtain a drilling permit, file completion paperwork, or reform a pooled unit pursuant to Rule 38(d)(3) the operator must file an original Certificate of Pooling Authority and certified plat.
- 2 The certified plat shall designate each tract with an outline and a tract identifier. The tract identifier on the plat shall correspond to the tract identifier and associated information listed on the Certificate.
- 3. If within an individual tract, a non-pooled and/or unleased interest exists, indicate by checking the appropriate box.
- If the Purpose of Filing is to obtain a drilling permit, in box #1 list all applicable fields separately or enter "All Fields" if the Certificate pertains to all fields requested on Form W-1.
- If the Purpose of Filing is to file completion paperwork, enter the applicable field name in box #1 for the completion
- Identify the drill site tract with an * to the left of the tract identifier.
- The total number of acres in the pooled unit in #11 should equal the total of all acres in the individual tracts listed



Date

Page 1 of 1

Phone



	State Plane Coordinate		Geodeti	c (D.M.S.)	Geodetic (D.D.)		
Surface Location	X = 858,056.01	Y = 699,616.00	Lat = 31'32'18.88" N	Long = 103"59"58.03" W	Lat = 31.53857674" N	Long = 103.99945330" W	
Penetration Point	X = 858,051.31	Y = 699,545.74	Lat = 31'32'18.18" N	Long = 103"59"58.06" W	Lat = 31.53838327 N	Long = 103.99946095' W	
First Take Point	X = 858,022.25	Y = 698,601.47	Lat = 31'32'08.83" N	Long = 103'59'58.04" W	Lat = 31.53578602 N	Long = 103.99945433' W	
Last Take Point	X = 857,836.90	Y = 692,215.64	Lot = 31'31'05.60" N	Long = 103'59'57.74" W	Lat = 31.51822246' N	Long = 103.99937356' W	
Bottom Hole Location	X = 857,831.59	Y = 692,118.91	Lot = 31'31'04.64" N	Long = 103'59'57.77" W	Lot = 31.51795618" N	Long = 103.99938036 W	

The State Gateway 37-48 #3H is located approximately 20 miles Southwest of Orla, Texas.

Downhole Path based on Survey Report provided by Schlumberger dated July 12, 2017.

2000 0 2000 4000

Graphic Scale in Feet

Prepared From Survey Dated: February 15, 2017

NOTE:

NOTE:
1) Plane Coordinates shown hereon are Lambert Grid and Conform to the "Texas Coordinate System",
Texas Central Zone, North American Datum of 1927, unless otherwise noted. Scale factor is

 Geodetic Coordinate shown hereon references the North American Datum of 1927, unless otherwise noted.
 This plat is provided only for filing purposes with the Texas Railroad Commission and should not

Hospital is provided only for fining purposes with the Texas Rainola Collinission and should not be construed as a boundary survey.

 Measured Depth allocation is approximate and based on downhole report and take points as

 Measured Depth allocation is approximate and based on downhole report and take points a provided by client.

Legend

- Denotes Downhole Directional Well Path

- Denotes Unit Boundary
- Denotes Tract Line

O - Denotes Surface Well Location

Denotes Surface Well Excation
 Denotes Penetration/ Take Points

- Denotes Bottom Hole Location

CERTIFICATION:

Lindsay Gygan

I hereby certify that this plat was made from notes taken in the field in a bona fide survey made under my supervision.

UNDSAY GYGAX

UNDSAY GYGAX

OP-08-17

UNDSAY GYGAX

UNDSAY GYGAX

UNDSAY GYGAX

UNDSAY GYGAX

UNDSAY GYGAX

STATE GATEWAY 37-48 #3H AS-DRILLED

Crossing
Sections 37 and 48
All in Block 53
Public School Land Survey
Reeves County, Texas

 Scale: 1"= 2000"
 W.O.: 2017-0106-1

 Surveyed: 02/15/17
 Drawn By: SC

 File: J/2017/2017-0106-12017-0106-1 State Gateway 37-48 #3H As-Drilled.dwg



Lond Surveyors II Civil Engineers
O W. Loutsiens Ave., Suite 110, Midland, Texas 79701
(432) 887-0885 - FAX (432)887-0888
FIRM Registration Number: 100882-00



·.·:

		File No. MF 111869 49
		Reoves
		Completion Report API 389-3574
		Date Filed:George P. Bush, Commissioner
		Ву



Certified Mail service provides the following benefits: A receipt (this portion of the Certified Mail label). for an electronic return receipt, see a receipt (this portion of the Certified Mail label).

- A unique identifier for your mailpiece.
 Electronic verification of delivery or attempted delivery.
- A record of delivery (including the recipient's signature) that is retained by the Postal Service[™] for a specified period.

Important Reminders:

- You may purchase Certified Mall service with First-Class Mail®, First-Class Package Service®, or Priority Mail® service.
- Certified Mail service is not available for international mail.
- Insurance coverage is not available for purchase with Certified Mail service. However, the purchase of Certified Mail service does not change the insurance coverage automatically included with certain Priority Mail items.
- For an additional fee, and with a proper endorsement on the mailpiece, you may request the following services:
 - Return receipt service, which provides a record
 of delivery (including the recipient's signature).
 You can request a hardcopy return receipt or an
 electronic version. For a hardcopy return receipt,
 complete PS Form 3811, Domestic Return
 Receipt, attach PS Form 3311 to your mailpiece:

for an electronic return receipt, see a retail associate for assistance. To receive a duplicate return receipt for no additional fee, present this USPS®-postmarked Certified Mail receipt to the retail associate.

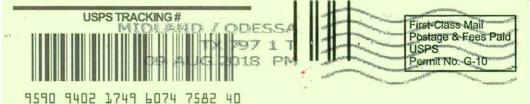
- Restricted delivery service, which provides delivery to the addressee specified by name, or to the addressee's authorized agent.
- Adult signature service, which requires the signee to be at least 21 years of age (not available at retail).
- Adult signature restricted delivery service, which requires the signee to be at least 21 years of age and provides delivery to the addressee specified by name, or to the addressee's authorized agent (not available at retail).
 To ensure that your Certified Mall receipt is
- accepted as legal proof of mailing, it should bear a USPS postmark. If you would like a postmark on this Certified Mail receipt, please present your Certified Mail item at a Post Office" for postmarking. If you don't need a postmark on this Certified Mail receipt, detach the barcoded portion of this label, affix it to the mailpiece, apply appropriate postage, and deposit the mailpiece.

IMPORTANT: Save this receipt for your records.

A. Signature Complete items 1, 2, and 3, ☐ Agent Print your name and address on the reverse □ Addressee so that we can return the card to you. B. Received by (Printed Name) C. Date of Delivery Attach this card to the back of the mailpiece. 8-9-18 omers or on the front if space permits. ☐ Yes 1. Article Addressed to: D. Is delivery address different from item 1? Atlantic Resources Company, UC If YES, enter delivery address below: II No BOX 3759 Midland, TX 79702-3759 3. Service Type ☐ Priority Mail Express® □ Adult Signature ☐ Registered Mail™ ☐ Adult Signature Restricted Delivery □ Registered Mail Restricted ☐ Certified Mail® Delivery 9590 9402 1749 6074 7582 40 ☐ Certified Mail Restricted Delivery ☐ Return Receipt for Merchandise ☐ Collect on Delivery □ Signature Confirmation™ 1 Delivery Restricted Delivery PO17 ☐ Signature Confirmation 0000 7016 2070 Restricted Delivery Jail Restricted Delivery (over \$500) PS Form 3811, July 2015 PSN 7530-02-000-9053 Domestic Return Receipt

SENDER: COMPLETE THIS SECTION

COMPLETE THIS SECTION ON DELIVERY



United States Postal Service



Texas General Land Office

George P. Bush, Commissioner P.O. Box 12873 Austin, Texas 78711-2873

Atto: Aurora Jordan MF 111869 The

thers y



Texas General Land Office **Reconciliation Billing**

George P. Bush, Commissioner

PO Box 12873 Austin, TX 78711-2873 (800) 998-4456 8:00 - 5:00 M-F

Atlantic Resources Company, LLC

PO Box 3759

Midland, TX 79702-3759

Billing Date:

7/30/2018

Billing Due Date: 8/29/2018

Customer Number: C000089494

Invoice	Mineral File	Gas Royalty	Oil Royalty	Penalty	Interest	Total Due
18I00611	MF111869	\$33,688.81	\$0.00	\$3,368.87	\$1,588.38	\$38,646.06
18I00612	MF111869	\$0.00	\$1,376.18	\$159.02	\$81.05	\$1,616.25
Total Due		\$33,688.81	\$1,376.18	\$3,527.89	\$1,669.43	\$40,262.31

Penalty and interest have been calculated thru 7/31/2018. Payment remitted after 7/31/2018 will result in additional penalty and interest charges.

Contact Info: David Jacquet (512) 463-5262 or david.jacquet@glo.texas.gov

NOTICE

- · Please update GLO1 and GLO2 production reports to correct volumes.
- Please do not update GLO3 report to include billed royalty, penalty or interest. This receivable has already been recorded.
- For other royalty reporting questions, visit http://www.glo.texas.gov, call (512) 463-6850 or email us at glo123@glo.texas.gov.

This notice does not constitute an Audit Billing Notice as defined in Section 52.135 of the Texas Natural Resources Code and, consequently, does not preclude the TGLO from conducting further examinations of these leases, time periods or issues.

Detach and return with payment

Reconciliation Billing

Atlantic Resources Company, LLC

Remit Payment To:

Billing Date: 7/30/2018 Texas General Land Office PO Box 12873 Billing Due Date: 8/29/2018

Austin, TX 78711-2873 Customer Number: C000089494

Invoice	Mineral File	Gas Royalty	Oil Royalty	Penalty	Interest	Total Due
18I00611	MF111869	\$33,688.81	\$0.00	\$3,368.87	\$1,588.38	\$38,646.06
18I00612	MF111869	\$0.00	\$1,376.18	\$159.02	\$81.05	\$1,616.25
Total Due		\$33,688.81	\$1,376.18	\$3,527.89	\$1,669.43	\$40,262.31
Amt. Paid						

Customer ID:

C000089494

Invoice Number: GLO Lease:

MF111869

GLO Review: ATLANTIC RESOURCES COMPANY LLC
Review Period: September 2016 Through August 2017

Category Gas

Auditor/AE: DJACQUET Billing Date: 7/20/2018 P&I Calculation Date: 7/31/2018 Royalty Rate: 12.50%

(1)	- 4	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)	(11)	(12)	(13)	(14)	(15)
Month / Year	- 1	RRC Number	Gas/Oil Volume	Tract Participation Rate	Price	вти	Gross Value	Royalty Due	Royalty Paid	Additional Royalty Due		Interest Rate For Additional Royalty	Penalty Rate From Additional Royalty	Interest Rate From Additional Royalty2	Revenue Due
	Sep-16	08-279412	1,271	1	\$2.80	1	\$3,555.49	\$444.44	\$0.00	\$444.44	623	4.50%	\$44.44	\$30.90	\$519.78
	Oct-16	08-279412	7,614	1	\$2.71	1	\$20,659.77	\$2,582.47	\$0.00	\$2,582.47	593	4.50%	\$258.25	\$170.02	\$3,010.74
1	Nov-16	08-279412	3,564	1	\$2.27	1	\$8,090.22	\$1,011.28	\$0.00	\$1,011.28	562	4.75%	\$101.13	\$66.20	\$1,178.61
	Jan-17	08-279412	708	1	\$3.21	1	\$2,271.03	\$283.88	\$0.00	\$283.88	503	4.75%	\$28.39	\$16.40	\$328.67
- 1	Feb-17	08-279412	13,287	1	\$2.60	1	\$34,487.56	\$4,310.94	\$0.00	\$4,310.94	472	4.75%	\$431.09	\$231.70	\$4,973.73
1	Mar-17	08-279412	25,334	1	\$2.56	1	\$64,968.36	\$8,121.04	\$0.00	\$8,121.04	442	4.75%	\$812.10	\$404.77	\$9,337.91
	Apr-17	08-279412	17,232	1	\$2.76	1	\$47,600.50	\$5,950.06	\$0.00	\$5,950.06	411	4.75%	\$595.01	\$272.56	\$6,817.63
A	May-17	08-279412	9,849	1	\$2.80	1	\$27,544.09	\$3,443.01	\$0.00	\$3,443.01	381	4.75%	\$344.30	\$144.28	\$3,931.59
	Jun-17	08-279412	6,548	1	\$2.67	1	\$17,502.50	\$2,187.81	\$0.00	\$2,187.81	350	4.75%	\$218.78	\$82.85	\$2,489.44
	Jul-17	08-279412	6,515	1	\$2.66	1	\$17,304.35	\$2,163.04	\$0.00	\$2,163.04	319	4.75%	\$216.30	\$73.19	\$2,452.53
1	Aug-17	08-279412	9,308	1	\$2.74	1	\$25,526.69	\$3,190.84	\$0.00	\$3,190.84	289	4.75%	\$319.08	\$95.51	\$3,605.43
TOTALS			101,230				\$269,510.55	\$33,688.81	\$0.00	\$33,688.81			\$3,368.87	\$1,588,38	\$38,646.06

COMMENTS:

BILLING ON UNDERPAID ROYALTIES ON VOLUMES REPORTED TO THE R TO THE GLO FOR RRC ID ## 08-279412 & 08-282664.

COLUMN (3) COLUMNS (5) & (6) VOLUMES - REPRESENTS UNDER REPORTED SALES VOLUMES FOR RESIDUE GAS PER GLO2 REPORTS VS REPORTED TO THE RRC.

THE PRICES AND BTU FACTORS WERE DETERMINED BY CALCULATING AN AVERAGE PRICE AND BTU REPORTED FOR RESIDUE GAS PER GLO2 REPORTS.

COLUMNS (12),(13),(14) PLEASE GO TO THIS WEB SITE FOR EXPLANATION OF PENALTY AND INTEREST ASSESSMENT: http://www.glo.texas.gov/energy-business/oil-gas/trac/forms/penalty-interest-assessment-rules.pdf

NOTE 1:

PLEASE REMIT PAYMENT OF THIS INVOICE SEPARATELY FROM REGULAR ROYALTY PAYMENTS. THE PREFERED METHOD OF PAYMENT IS BY CHECK ACCOMPANIED WITH THE BOTTOM HALF OF THE ATTACHED INVOICE. IF PAYMENT IS MADE THROUGH ACH DEBIT, NOTIFY THE AUDITOR AS TO THE

REMITTANCE DATE SO THE INVOICE CAN BE PROPERLY CREDITED.

ATTN: CERTIFIED MAIL: NETA CORNELISON 7016 2070 0000 7390 6011 Customer ID: Invoice Number: C000089494

GLO Lease: GLO Review: Review Period: MF111869

ATLANTIC RESOURCES COMPANY LLC

SEP 2016 Through AUG 2017

Category Oil

Auditor/AE: DJACQUET Billing Date: 7/20/2018

P&I Calculation Date: 7/31/2018

Royalty Rate: 12.50%

			-												
(1)		(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)	(11)	(12)	(13)	(14)	(15)
Month / Year		RRC Number	Gas/Oil Volume	Tract Participation Rate	Price	вти	Gross Value	Royalty Due	Royalty Paid	Additional Royalty Due	Number of Days Late	Interest Rate For Additional	From	Interest Rate From Additional Royalty2	Revenue Due
	Dec-16	08-279412	221	,	\$48.51		\$10,721.24	\$1,340.16	\$0.00	\$1,340,16	541	4.50%			\$1,553.82
	Jun-17	08-279412	7	1	\$42.31		\$288.16	\$36.02	\$0.00	\$36.02	360			1	
TOTALS			228				\$11,009.40	\$1,376.18	\$0.00	\$1,376.18			\$159.02	\$81.05	\$1,616,25

COMMENTS

BILLING ON DIFFERENCE FROM VOLUMES REPORTED TO THE GLO COMPARED TO THE VOLUMES REPORTED TO THE RRG.

COLUMN (3) COLUMNS (5) & (6) VOLUMES - REPRESENTS UNDER REPORTED SALES VOLUMES TO THE GLO FROM RRC ID # 08-279412 & 08-282664 THE PRICES - AVERAGE FROM PRODUCTION ROYALTY REPORTS SUBMITTED TO THE GLO ON THE GLO1 REPORTS...

COLUMNS (12),(13),(14) PLEASE GO TO THIS WEB SITE FOR EXPLANATION OF PENALTY AND INTEREST ASSESSMENT

http://www.glo.texas.gov/energy-business/oil-gas/rrac/forms/penalty-interest-assessment-rules.pdf

NOTE 1:

PLEASE REMIT PAYMENT OF THIS INVOICE SEPARATELY FROM REGULAR ROYALTY PAYMENTS. THE PREFERED METHOD OF PAYMENT IS BY CHECK ACCOMPANIED WITH THE BOTTOM HALF OF THE ATTACHED INVOICE. IF PAYMENT IS MADE THROUGH ACH DEBIT, NOTIFY THE AUDITOR AS TO THE

REMITTANCE DATE SO THE INVOICE CAN BE PROPERLY CREDITED.

ATTN: CERTIFIED MAIL: NETA CORNELISON 7016 2070 0000 7390 6011

2018 COPAS FALL MEETING

Hosted by COPAS of Corpus

Hotel – Omni Corpus Christi, Corpus Christi, Texas Dates: Monday, September 17 through Friday, September 21, 2018

Online registration www.copas.org or complete the following form and mail with check to: Council of Petroleum Accountants Societies, Inc. P O Box 21272, Wichita, KS 67208-7272

Attendee First Name Aurora La	st Name				
Attendee Name on Nametag, if different from above					
Society Co	mpany _				
Street Address City	, St, Zip _				
PhoneEn	ail Address				
Check if appropriate Society President National Committee Chair COPAS Board M	lember	APA 1st T	ime Attendee		
1st Timer Attendee: Do you already have a Mentor attending this Conferct If yes, Please provide Mentor's Name	during or at				
Guest First Name Last Name					
Guest First Name La	st Name				
Guest First Name La Guest Name on Nametag, if different from above	st Name _				
	-				
Guest Name on Nametag, if different from above	lity Suite, a	nd Tours ONLY	7		
Guest Name on Nametag, if different from above Guests are eligible to attend breakfast, lunch, reception, banquet, Hospita Please indicate the number of registrations and optional activities you and	lity Suite, a	nd Tours ONLY	7		
Guest Name on Nametag, if different from above Guests are eligible to attend breakfast, lunch, reception, banquet, Hospita Please indicate the number of registrations and optional activities you and Page 2 for your personal meeting plan.	lity Suite, a	nd Tours ONLY	i. Calculate fees, Complete		
Guest Name on Nametag, if different from above Guests are eligible to attend breakfast, lunch, reception, banquet, Hospita Please indicate the number of registrations and optional activities you and Page 2 for your personal meeting plan. Meeting/Event Cos	ity Suite, a	nd Tours ONLY	i. Calculate fees, Complete		
Guest Name on Nametag, if different from above Guests are eligible to attend breakfast, lunch, reception, banquet, Hospita Please indicate the number of registrations and optional activities you and Page 2 for your personal meeting plan. Meeting/Event Cos Attendee Full Registration Attendee Meetings Only Registration (excludes meals,	t \$325	nd Tours ONLY	i. Calculate fees, Complete		
Guest Name on Nametag, if different from above Guests are eligible to attend breakfast, lunch, reception, banquet, Hospita Please indicate the number of registrations and optional activities you and Page 2 for your personal meeting plan. Meeting/Event Cos Attendee Full Registration Attendee Meetings Only Registration (excludes meals, banquet, reception & hospitality suite)	t	nd Tours ONLY	i. Calculate fees, Complete		
Guest Name on Nametag, if different from above Guests are eligible to attend breakfast, lunch, reception, banquet, Hospita Please indicate the number of registrations and optional activities you and Page 2 for your personal meeting plan. Meeting/Event Cos Attendee Full Registration Attendee Meetings Only Registration (excludes meals, banquet, reception & hospitality suite) Guest Registration (excludes meetings & breaks) Optional: Wednesday COPAS Energy Education: Understanding the	t \$325 \$200 \$225	nd Tours ONLY	i. Calculate fees, Complete		
Guest Name on Nametag, if different from above Guests are eligible to attend breakfast, lunch, reception, banquet, Hospita Please indicate the number of registrations and optional activities you and Page 2 for your personal meeting plan. Meeting/Event Cos Attendee Full Registration Attendee Meetings Only Registration (excludes meals, banquet, reception & hospitality suite) Guest Registration (excludes meetings & breaks) Optional: Wednesday COPAS Energy Education: Understanding the Landman	t s325 s200 s225 s175	nd Tours ONLY	i. Calculate fees, Complete		
Guest Name on Nametag, if different from above Guests are eligible to attend breakfast, lunch, reception, banquet, Hospita Please indicate the number of registrations and optional activities you and Page 2 for your personal meeting plan. Meeting/Event Cos Attendee Full Registration Attendee Meetings Only Registration (excludes meals, banquet, reception & hospitality suite) Guest Registration (excludes meetings & breaks) Optional: Wednesday COPAS Energy Education: Understanding the Landman Optional: Thursday Boat Tour Port of Corpus Christi	t \$325 \$200 \$225 \$175 \$70	nd Tours ONLY	i. Calculate fees, Complete		

There are a limited number of rooms available at \$139/single \$159/double per night at the Omni Corpus Christi. Please contact the hotel directly at (800)843-6664 https://www.omnihotels.com/hotels/corpus-christi/meetings/copas-national-council-meeting-2018 Use Group Name COPAS. Rates available from 9/14/18 to 9/23/18. Book by August 15, 2018.

Cancellations after July 15, 2018 will be subject to a cancellation fee of \$25.

There will be no refunds on cancellations after August 15, 2018.

File No. MF 111869

County

Pecon Billing

Date Filed: 8/1/18

George P. Bush, Commissioner

Ev.

Gateway CD Timeline

API	Well Name	Spud Date	Rig Release	60 Day After RR	Required Next Spud Date	Comment
42-389-34930	State Gateway 22 2H	8/17/2015	10/5/2015	12/4/2015	6/1/2016	Amendment to Extend CD date to 11/1/16
42-389-35427	State Gateway 38 2H	10/11/2016	10/29/2016	12/28/2016	6/26/2017	
42-389-35747	State Gateway 37-48 3H	5/23/2017	7/16/2017	9/14/2017	3/13/2018	
42-389-36774	State Gateway 34-39 12H	3/2/2018	4/23/2018	6/22/2018	12/19/2018	

File No. MF11180	69
Continuous Dil	Ling Timeline
	,
Date Filed: 920 George P. Bus	18
George P. Bus	h, Commissioner

From: drilling.permits@rrc.texas.gov

To: hurias@arcoperating.com

Subject: Notification Cancel Notification

Date: 01/30/2018 11:43:41 AM

RE: Drilling Permit Number: 828640

Lease Name: STATE GATEWAY 39-34

Well Number: 1H

Field: FORD, WEST (WOLFCAMP)

Sec: 39 Blk: 53 Survey: PSL/STATE

County: REEVES

API Number: 42-389-36150

The Railroad Commission of Texas has CANCELLED your API # AND PERMIT to DRILL the above-referenced well, which was issued on Jul 12, 2017.

As an RRC Online Drilling Permit System participant, all correspondence from the Railroad Commission will be sent exclusively via e-mail to the e-mail address you have provided for the RRC filing account.

Please refer inquiries to:

Drilling Permit Section at (512) 463-6751

ra	
5/	
	,

File No. MF 111869
Permit 389-36150 Councy
Unit 8183 - Cancelled
Date Filed: 9 20 18
George P. Bush, Commissioner
Ву



PO Box 3759 Midland, TX 79702

300 North Marienfeld, Suite 1000 Midland, Texas 79701

P 432.683.3272 F 432.683.3244

October 26, 2018

VIA CERTIFIED MAIL

CERTIFIED MAIL NUMBER 7017 2680 0000 9475 9269

Joy McCauley Texas General Land Office 1700 North Congress Avenue Austin, TX 78701

> Certified copy of **Pooling Agreement** State Gateway 37-48 Unit Reeves County, Texas M-111869

Dear Ms. McCauley:

RE:

Enclosed is a certified recorded copy of the Pooling Agreement between the Commissioner of the General Land Office, as "Lessor" and Atlantic Resources Company, LLC, as "Lessee", for the State Gateway 37-48 Unit, GLO Unit No. 8316, recorded June 2, 2017 as instrument no. 17-09368, in Volume 1424, Page 742, in Reeves County, Texas.

If I can be of further assistance, please feel free to contact me at the number listed above or by email at mquintana@arcoperating.com.

Sincerely,

Mary Quintana

Sr. Lease/Division Order Analysts

/mg

Enclosure

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53	1
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File No.	M-11	1869	
Ltr.	From	AHart	County
Date Filed.	10	1 1.0	
D.	To I. Duant,	1	101

10.30.18

POOLING AGREEMENT ATLANTIC RESOURCES COMPANY, LLC STATE GATEWAY 37-48 UNIT GLO UNIT NO. 8316 REEVES COUNTY, TEXAS

THIS AGREEMENT is entered into by and between the Commissioner of the General Land Office, on behalf of the State of Texas, as "Lessor" and Atlantic Resources Company, LLC, herein referred to as "Lessee", and such other interested parties as may join in the execution hereof, the undersigned parties herein collectively referred to as the "parties", in consideration of the mutual agreements hereinafter set forth and other valuable considerations, the receipt and sufficiency of which are hereby acknowledged, and for the purposes and upon the terms and conditions which follow:

PURPOSES:

1.

This Pooling Agreement ("Agreement") is made for the purposes of conservation and utilization of the pooled mineral, to prevent waste, to facilitate orderly development and to preserve correlative rights. To such end, it is the purpose of this Agreement to effect equitable participation within the unit formed hereby. This Agreement is intended to be performed pursuant to and in compliance with all applicable statutes, decisions, regulations, rules, orders and directives of any governmental agency having jurisdiction over the production and conservation of the pooled mineral and in its interpretation and application shall, in all things, be subject thereto.

UNIT DESCRIPTION:

2.

The oil and gas leases, which are included within the pooled unit, are listed on the attached Exhibit "A", to which leases and the records thereof reference is here made for all pertinent purposes. The pooled unit shall consist of all of the lands described in Exhibit "B" attached hereto and made a part hereof. A plat of the pooled unit is attached hereto as Exhibit "C". The unit description is subject to the provisions of Addendum "A"

MINERAL POOLED:

3.

The mineral pooled and unitized ("pooled mineral") hereby shall be oil and gas including all hydrocarbons that may be produced from an oil well or a gas well as such wells are recognized and designated by the Railroad Commission of Texas or other state regulatory agency having jurisdiction of the drilling and production of oil and gas wells. The pooled mineral shall extend to those depths underlying the surface boundaries of the pooled unit from the surface to the stratigraphic equivalent of the base of the Wolfcamp formation, which is seen at a depth of 10,645 feet on the Dual Lateral log of the RK Petroleum Corp., Tierra State #1 well, API No. 42-389-30953 ("unitized interval").

POOLING AND EFFECT:

4.

The parties hereto commit all of their interests which are within the unit to the extent and as above described into said unit and unitize and pool hereunder the separate tracts described on the attached Exhibit "B", for and during the term hereof, so that such pooling or unitization shall have the following effect:

- (a) The unit, to the extent as above described, shall be operated as an entirety for the exploration, development and production of the pooled mineral, rather than as separate tracts.
- All drilling operations, reworking or other operations with respect to the pooled mineral on land within the unit shall be considered as though the same were on each separate tract in the unit, regardless of the actual location of the well or wells thereon, for all purposes under the terms of the respective leases or other contracts thereon and this Agreement. In the event the unitized area covered by this Agreement is maintained in force by drilling or reworking operations conducted on a directional or horizontal well drilled under the unitized area from a surface location on adjacent or adjoining lands not included within the boundaries of the unitized area, such operations shall be considered to have been commenced on the unitized area when drilling is commenced on the adjacent or adjoining land for the purpose of directionally drilling under the unitized area and production of oil or gas from the unitized area through any directional or horizontal well surfaced on adjacent or adjoining land or drilling or reworking of any such well shall be considered production or drilling or reworking operations, as the case may be, on the unitized area for all purposes under this Agreement. Nothing in this Agreement is intended or shall be construed as granting to Lessee any leasehold interest, easements, or other rights in or with respect to any such adjacent or adjoining land in addition to any such leasehold interests, easements, or other rights which the lessee, operator or other interest owner in the unitized area may have lawfully acquired from the state or others.
- (c) Production of the pooled mineral from the unit allocated to each separate tract, respectively, as hereinafter provided, shall be deemed to have been produced from each such separate tract in the unit, regardless of the actual location of the well or wells thereon, for all purposes under the terms of the respective leases or other contracts thereon and this Agreement
- All rights to the production of the pooled mineral from the unit, including royalties and other payments, shall be determined and governed by the lease or other contract pertaining to each separate tract, respectively, based upon the production so allocated to such tract only, in lieu of the actual production of the pooled mineral therefrom. Provided that, payments that are made on a per acre basis shall be reduced according to the number of acres pooled and included herein, so that payments made on a per acre basis shall be calculated based upon the number of acres actually included within the boundaries of the pooled unit covered by this Agreement.

True & Correct Copy of a document on file at Reeves County Texas, Dianne O. Florez, County Clerk Page of 13



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(f) Notwithstanding any other provision hereof, it is expressly agreed that each State lease may be maintained in force as to areas lying outside the unitized area described in Exhibit "B" only as provided in each such lease without regard to unit operations or unit production. Neither production of the pooled mineral, nor unit operations with respect thereto, nor the payment of shut-in royalties from a unit well, shall serve to hold any State lease in force as to any area outside the unitized area described in Exhibit "B" regardless of whether the production or operations on the unit are actually located on the State lease or not. "Area" as used in this paragraph shall be based upon surface acres to the end that, except as may otherwise be provided in each State Lease, the area inside the surface boundaries of the pooled unit, if held, will be held as to all depths and horizons.

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4.

- (g) If the Railroad Commission of Texas (or any other Texas regulatory body having jurisdiction) shall adopt special field rules providing for oil and/or gas proration units of less than the number of acres included in the unit, then Lessee agrees to either (1) drill to the density permitted by the Railroad Commission, (2) make application to the School Land Board of the State of Texas to reform the unit to comply with Railroad Commission unit rules, or (3) make application to the School Land Board of the State of Texas for such remedy as may be agreeable to the Board.
- (h) This Agreement shall not relieve Lessee from the duty of protecting the State leases described in Exhibit "A" and the State lands within the boundaries of the pooled unit described in Exhibit "B" from drainage from any well situated on privately owned land, lying outside the unitized area described in Exhibit "B", but, subject to such obligation, Lessee may produce the allowable for the entire unit as fixed by the Railroad Commission of Texas or other lawful authority, from any one or more wells completed thereon.
- (i) There shall be no obligation to drill internal offsets to any other well on separate tracts within the pooled unit, nor to develop the lands within the boundaries thereof separately, as to the pooled mineral.
- (j) Should this Agreement terminate for any cause, the leases and other contracts affecting the lands within the unit, if not then otherwise maintained in force and effect, shall remain and may be maintained in force and effect under their respective terms and conditions in the same manner as though there had been production or operations under said lease or contract and the same had ceased on the date of the termination of this Agreement.

ALLOCATION OF PRODUCTION:

5.

For the purpose of computing the share of production of the pooled mineral to which each interest owner shall be entitled from the pooled unit, there shall be allocated to each tract committed to said unit that pro rata portion of the pooled mineral produced from the pooled unit which the number of surface acres covered by each such tract and included in the unit bears to the total number of surface acres included in said unit, and the share of production to which each interest owner is entitled shall be computed on the basis of such owner's interest in the production so allocated to each tract.

TAKING ROYALTY IN KIND:

6.

Notwithstanding anything contained herein to the contrary, the State may, at its option, upon not less than sixty (60) days notice to Lessee, require that payment of all or any royalties accruing to the State under this pooling or unitization agreement be made in kind, without deduction for the cost of producing, gathering, separating, treating, dehydrating, compressing, processing, transporting and otherwise making the oil, gas and other products produced hereunder ready for sale or use.

EFFECTIVE DATE:

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Upon execution by the Commissioner of the General Land Office of the State of Texas this Agreement shall become effective as of March 7, 2017.

TERM

8

This Agreement shall remain in effect so long as the pooled mineral is being produced from said unit, or so long as all leases included in the pooled unit are maintained in force by payment of delay rentals or shut-in oil or gas well royalties, by drilling or rework, or by other means, in accordance with the terms of said leases. Nothing herein shall amend or modify Section 52.031 of the Natural Resources Code, or any of the provisions thereof, which are contained in any State lease, covered by this Agreement.

SPECIAL TERMS AND CONDITIONS:

9.

Notwithstanding anything contained herein to the contrary, this Agreement is subject to the terms and conditions of the attached Addendum "A".

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STATE LAND:

Insofar as the royalty interest of the State of Texas in and under any State tract committed to the unit is concerned, this Agreement is entered into, made and executed by the undersigned Commissioner of the General Land Office by virtue of the authority and pursuant to the provisions of Subchapter E, Chapter 52, of the Natural Resources Code, authorizing the same, after the prerequisites, findings and approval hereof, as provided in said Code having been duly considered, made and obtained.

DISSOLUTION:

The unit covered by this Agreement may be dissolved by Lessee, his heirs, successors or assigns, by an instrument filed for record in Reeves County, Texas, and a certified copy thereof filed in the General Land Office at any time after the cessation of production on said unit or the completion of a dry hole thereon prior to production or upon such other date as may be approved by the School Land Board and mutually agreed to by the undersigned parties, their successors or assigns.

RATIFICATION/WAIVER:

Nothing in this Agreement, nor the approval of this Agreement by the School Land Board, nor the execution of this Agreement by the Commissioner shall: (1) operate as a ratification or revivor of any State lease that has expired, terminated, or has been released in whole or in part or terminated under the terms of such State lease or the laws applicable thereto; (2) constitute a waiver or release of any claim for money, oil, gas or other hydrocarbons, or other thing due to the State by reason of the existence or failure of such lease; (3) constitute a waiver or release of any claim by the State that such lease is void or voidable for any reason, including, without limitation, violations of the laws of the State with respect to such lease or failure of consideration; (4) constitute a confirmation or recognition of any boundary or acreage of any tract or parcel of land in which the State has or claims an interest; or (5) constitute a ratification of, or a waiver or release of any claim by the State with respect to any violation of a statute, regulation, or any of the common laws of this State, or any breach of any contract, duty, or other obligation owed to the State.

COUNTERPARTS:

13.

This Agreement may be executed in counterparts and if so executed shall be valid, binding and have the same effect as if all the parties hereto actually joined in and executed one and the same document. For recording purposes and in the event counterparts of this Agreement are executed, the executed pages, together with the pages necessary to show acknowledgments, may be combined with the other pages of this Agreement so as to form what shall be deemed and treated as a single original instrument showing execution by all parties hereto.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement upon the respective dates indicated below.

Date Executed 5/15/17

Legal Content Geology Executive



STATE OF TEXAS

General Land 0

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Date Executed May 2, 2017

ATLANTIC RESOURCES COMPANY, LLC

Ahner President

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Dianne O. Florez, County Clerk
Page 3 of 13

CERTIFICATE

I, Stephanie Crenshaw, Secretary of the School Land Board of the State of Texas, do hereby certify that at a meeting of the School Land Board duly held on the 7th day of March, 2017, the foregoing instrument was presented to and approved by said Board under the provisions of Subchapter E, Chapter 52, of the Natural Resources Code, all of which is set forth in the Minutes of the Board of which I am custodian IN TESTIMONY WHEREOF, witness my hand this the day of the School Land Board Appreciary of the School Land Board	VO L
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COUNTY OF Jevas	0 7 4
as Pulsident of Atlantic Resources Company, LLC, a Delaware	5
limited liability company, on behalf of said company.	
MARY QUINTANA My Notary ID # 4103302 Expires January 9, 2021	

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document on file at
Reeves County Texas,
Dianne O. Florez, County Clerk
Page 4 of 13



Addendum "A"

To that certain Pooling Agreement for the State Gateway 37-48 Unit

The parties hereby agree that should a conflict exist between this Addendum and the body of the agreement that this Addendum shall prevail.

The pooled unit shall consist of all of the lands herein described in the attached Exhibit "B" and depicted in the attached plat as Exhibit "C". Lessee agrees to drill a minimum of four (4) horizontal wells within the unit with laterals that extend extensively into both Sections included in the unit, provided however that, should Lessee fail to meet the "Drilling Obligation Timeframe", as specifically defined below, then such unit shall remain in full force and effect as to any and all wells drilled upon the unit acreage, but shall shrink down to allow for a maximum size of 320 acres per well drilled in the unit, as close as is reasonably practicable to the shape of a rectangle surrounding the well or wells. In the event that Lessee choses to drill wells ahead of the Drilling Obligation Timeframe detailed below, then Lessee shall not be penalized for doing so and shall still conserve the benefit of the Drilling Obligation Timeframe described below.

Drilling Obligation Timeframe:

Lessee shall have commenced actual Drilling Operations in the following manner:

First well – spud on or before July 1, 2017;

Second, Third and Fourth wells - spud on or before July 15, 2020.

Once actual drilling operations have been commenced on a particular well, Lessee shall continue drilling and completion operations thereafter on such well with due diligence, as a reasonable prudent operator would under the same or similar circumstances.

In the event Lessee commences actual drilling operations on all four (4) wells committed to be drilled hereunder as provided above and such wells are thereafter completed as wells being capable of producing oil or gas in paying quantities, the parties hereby agree that the pooled unit shall remain in the original, unaltered size and shape as described in Exhibit "B" and depicted in Exhibit "C", in accordance with paragraph eight (8) of this Agreement.

End of Addendum "A"

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EXHIBIT "A" STATE GATEWAY 37-48 UNIT GLO UNIT 8316 REEVES COUNTY, TEXAS

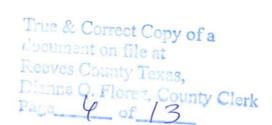
Tract 1	
	Lease 1:
	Mineral File: 117612 Date: July 15, 2015 Recorded: Volume 1202, Page 403, Official Public Records of Reeves County, Texas Lessor: The State of Texas, acting by and through its agent, Lowe Royalty Partners, LP Lessee: Endurance Resources Holdings II, LLC Current Lessee: Atlantic Resources II Interests LLC Legal Description: The West one-half (W/2) of Section 37, Block 53, PSL Survey, Reeves County, Texas
Tract 2	·
	Lease 2:
	Mineral File: 111869A Date: September 1, 2010 Recorded: Volume 882, Page 625, Official Public Records of Reeves County, Texas Lessor: The State of Texas, acting by and through its agent, Pamela Parker Clifton Lessee: Legend Natural Gas IV, LP Current Lessee: Atlantic Resources II Interests LLC Legal Description: The North one-half (N/2), Southeast Quarter (SE/4) and East one-half of the Southwest Quarter (E/2 SW/4) of Section 48, Block 53, PSL Survey, Reeves County, Texas
	Lease 3:
	Mineral File: 111869B Date: September 1, 2010 Recorded: Volume 882, Page 605, Official Public Records of Reeves County, Texas Lessor: The State of Texas, acting by and through its agent, J. Loyd Parker, III Lessee: Legend Natural Gas IV, LP Current Lessee: Atlantic Resources II Interests LLC Legal Description: The North one-half (N/2), Southeast Quarter (SE/4) and East one-half of the Southwest Quarter (E/2 SW/4) of Section 48, Block 53, PSL Survey, Reeves County, Texas
	Lease 4:
	Mineral File: 111869C Date: September 1, 2010 Recorded: Volume 882, Page 645, Official Public Records of Reeves County, Texas Lessor: The State of Texas, acting by and through its agent, James Beasley Young, III

Legal Description: The North one-half (N/2), Southeast Quarter (SE/4) and East one-half of the Southwest Quarter (E/2 SW/4) of Section 48, Block 53, PSL Survey, Reeves County, Texas



Lessee: Legend Natural Gas IV, LP

Current Lessee: Atlantic Resources II Interests LLC



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Lease 5:

Mineral File: 111869D Date: September 1, 2010 Recorded: Volume 882, Page 655, Official Public Records of Reeves County, Texas Lessor: The State of Texas, acting by and through its agent, Robbin Lee Young Lessee: Legend Natural Gas IV, LP Current Lessee: Atlantic Resources II Interests LLC 0 Legal Description: The North one-half (N/2), Southeast Quarter (SE/4) and East one-half of the Southwest Quarter (E/2 SW/4) of Section 48, Block 53, PSL Survey, Reeves County, Texas Lease 6: Mineral File: 111869E Ą. Date: September 1, 2010 A. Recorded: Volume 882, Page 615, Official Public Records of Reeves County, Texas Lessor: The State of Texas, acting by and through its agent, Allison Renee Parker A. Lessee: Legend Natural Gas IV, LP Current Lessee: Atlantic Resources II Interests LLC Legal Description: The North one-half (N/2), Southeast Quarter (SE/4) and East one-half of the Southwest Quarter (E/2 SW/4) of Section 48, Block 53, PSL Survey, Reeves County, Texas P G Mineral File: 111869F Date: September 1, 2010 Recorded: Volume 882, Page 635, Official Public Records of Reeves County, Texas Lessor: The State of Texas, acting by and through its agent, Michelle E. Jordan 0 Lessee: Legend Natural Gas IV, LP Current Lessec: Atlantic Resources II Interests LLC 7 Legal Description: The North one-half (N/2), Southeast Quarter (SE/4) and East one-half of the Southwest

Lease 8:

Mineral File: 111869G Date: September 1, 2010

Recorded: Volume 882, Page 595, Official Public Records of Reeves County, Texas Lessor: The State of Texas, acting by and through its agent, McCamey Farm & Ranch, L.P.

Lessee: Legend Natural Gas IV, LP

Current Lessee: Atlantic Resources II Interests LLC

Legal Description: The North one-half (N/2), Southeast Quarter (SE/4) and East one-half of the Southwest

Quarter (E/2 SW/4) of Section 48, Block 53, PSL Survey, Reeves County, Texas

Quarter (E/2 SW/4) of Section 48, Block 53, PSL Survey, Reeves County, Texas

Tract 3

Lease 9:

Mineral File: 114473A Date: May 24, 2012

Recorded: Volume 951, Page 729, Official Public Records of Reeves County, Texas Lessor: The State of Texas, acting by and through its agent, Lynn S. Swigart

Lessee: Petrohawk Properties, LP

Current Lessee: Atlantic Resources II Interests LLC

Legal Description: The West one-half of the Southwest Quarter (W/2 SW/4) of Section 48, Block 53, A-

3628, PSL Survey, Reeves County, Texas



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Lease 10:

Mineral File: 114473B Date: May 24, 2012 Recorded: Volume 951, Page 736, Official Public Records of Reeves County, Texas Lessor: The State of Texas, acting by and through it agent, Kara L. Keyzer, Craig S. French, Nicole Perry, Janet Parkhurst, Zachary Niewold, and Jacob Niewold Lessee: Petrohawk Properties, LP Current Lessee: Atlantic Resources II Interests LLC Legal Description: The West one-half of the Southwest Quarter (W/2 SW/4) of Section 48, Block 53, A-3628, PSL Survey, Reeves County, Texas Lease 11: Mineral File: 114473C Date: May 24, 2012 Recorded: Volume 951, Page 746, Official Public Records of Reeves County, Texas Lessor: The State of Texas, acting by and through it agent, Max Stapleton, Agent and Attorney-in-Fact for Christina C. Stapleton Lessee: Petrohawk Properties, LP Current Lessee: Atlantic Resources II Interests LLC Legal Description: The West one-half of the Southwest Quarter (W/2 SW/4) of Section 48, Block 53, A-3628, PSL Survey, Reeves County, Texas Lease 12: Mineral File: 114473D Date: May 24, 2012 Recorded: Volume 951, Page 763, Official Public Records of Reeves County, Texas Lessor: The State of Texas, acting by and through it agent, Alan R. Zeman Lessee: Petrohawk Properties, LP Current Lessee: Atlantic Resources II Interests LLC Legal Description: The West one-half of the Southwest Quarter (W/2 SW/4) of Section 48, Block 53, A-

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Lease 13:

Mineral File: 114473E Date: May 24, 2012

Recorded: Volume 951, Page 755, Official Public Records of Reeves County, Texas Lessor: The State of Texas, acting by and through it agent, Billie Nell Eastland

Lessee: Petrohawk Properties, LP

Current Lessee: Atlantic Resources II Interests LLC

Legal Description: The West one-half of the Southwest Quarter (W/2 SW/4) of Section 48, Block 53, A-

3628, PSL Survey, Reeves County, Texas

3628, PSL Survey, Reeves County, Texas

Lease 14:

Mineral File: 114473F Date: May 24, 2012

Recorded: Volume 955, Page 225, Official Public Records of Reeves County, Texas

Lessor: The State of Texas, acting by and through it agent, William Milton Bevill and Whitney Ross Bevill

Lessee: Petrohawk Properties, LP

Current Lessee: Atlantic Resources II Interests LLC

Legal Description: The West one-half of the Southwest Quarter (W/2 SW/4) of Section 48, Block 53, A-

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3628, PSL Survey, Reeves County, Texas

Lease 15:

Mineral File: 114473G	
Date: May 24, 2012	
Recorded: Volume 955, Page 181, Official Public Records of Reeves County, Texas	V
Lessor: The State of Texas, acting by and through it agent, Worth F. Ross	O
Lessee: Petrohawk Properties, LP	L
Current Lessee: Atlantic Resources II Interests LLC	_
Legal Description: The West one-half of the Southwest Quarter (W/2 SW/4) of Section 48, Block 53, A-	
3628, PSL Survey, Reeves County, Texas	
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Lease 16:	
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Mineral File: 114473H	2
Date: May 24, 2012	A
Recorded: Volume 955, Page 190, Official Public Records of Reeves County, Texas	•
Lessor: The State of Texas, acting by and through it agent, Ross A. Gilson and Jeffrey F. Gilson	
Lessee: Petrohawk Properties, LP	
Current Lessee: Atlantic Resources II Interests LLC	
Legal Description: The West one-half of the Southwest Quarter (W/2 SW/4) of Section 48, Block 53, A-	
3628, PSL Survey, Reeves County, Texas	-
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Lease 17:	G
Mineral File: 114473I	
Date: May 24, 2012	0
Recorded: Volume 955, Page 207, Official Public Records of Reeves County, Texas	0
Lessor: The State of Texas, acting by and through it agent, Ronald David Coody and Joe Hardin Coody, Sr.	7
Lessee: Petrohawk Properties, LP	5
Current Lesses: Atlantic Resources II Interests I I C	2.5

Lease 18:

Mineral File: 114473J Date: May 24, 2012

Recorded: Volume 955, Page 216, Official Public Records of Reeves County, Texas

Lessor: The State of Texas, acting by and through it agent, Rachel Morton Nixon and Adam B. Morton

Lessee: Petrohawk Properties, LP

Current Lessee: Atlantic Resources II Interests LLC

Legal Description: The West one-half of the Southwest Quarter (W/2 SW/4) of Section 48, Block 53, A-

Legal Description: The West one-half of the Southwest Quarter (W/2 SW/4) of Section 48, Block 53, A-

3628, PSL Survey, Reeves County, Texas

3628, PSL Survey, Reeves County, Texas

Lease 19:

Mineral File: 114473K Date: May 24, 2012

Recorded: Volume 956, Page 404, Official Public Records of Reeves County, Texas

Lessor: The State of Texas, acting by and through it agent, Barbara Elizabeth Johnson Dodson, formally

known as Barbara Elizabeth Johnson Harris

Lessee: Petrohawk Properties, LP

Current Lessee: Atlantic Resources II Interests LLC

Legal Description: The West one-half of the Southwest Quarter (W/2 SW/4) of Section 48, Block 53, A-



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3628, PSL Survey, Reeves County, Texas

Lease 20:

Mineral File: 114473L	
Date: May 24, 2012	
Recorded: Volume 956, Page 396, Official Public Records of Reeves County, Texas	
Lessor: The State of Texas, acting by and through it agent, George M. Cross	
Lessee: Petrohawk Properties, LP	
Current Lessee: Atlantic Resources II Interests LLC	
Legal Description: The West one-half of the Southwest Quarter (W/2 SW/4) of Section 48, Block 53, A-	
3628, PSL Survey, Reeves County, Texas	
Lease 21:	
Mineral File: 114473M	
Date: May 24, 2012	
Recorded: Volume 956, Page 388, Official Public Records of Reeves County, Texas	
Lessor: The State of Texas, acting by and through it agent, James G. Crawford	
Lessee: Petrohawk Properties, LP	
AND	
Current Lessee: Atlantic Resources II Interests LLC	
Legal Description: The West one-half of the Southwest Quarter (W/2 SW/4) of Section 48, Block 53, A-	
3628, PSL Survey, Reeves County, Texas	
Lease 22:	
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Mineral File: 114473N	
Date: May 24, 2012	
Recorded: Volume 955, Page 199, Official Public Records of Reeves County, Texas	

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Tract 4

Lease 23:

Mineral File: 116893

Lessee: Petrohawk Properties, LP

3628, PSL Survey, Reeves County, Texas

Date: July 8, 2014
Recorded: Volume 1100, Page 34, Official Public Records of Reeves County, Texas

Lessor: The State of Texas, acting by and through it agent, William Kinard Crouch

Lessor: The State of Texas, acting by and through its agent, Marrow Harrison Interests, L.L.C., James C.

Legal Description: The West one-half of the Southwest Quarter (W/2 SW/4) of Section 48, Block 53, A-

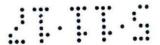
Marrow, Manager

Lessee: The Bellomy Group, LLC, a Texas Limited Liability Company

Current Lessee: Atlantic Resources II Interests LLC

Current Lessee: Atlantic Resources II Interests LLC

Legal Description: The East one-half (E/2) of Section 37, Block 56, PSL Survey, Reeves County, Texas



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EXHIBIT "B" STATE GATEWAY 37-48 UNIT GLO UNIT 8316 REEVES COUNTY, TEXAS

<u>Tract 1</u>: 320 acres of land, more or less, being all of the West one-half (W/2) of Section 37, Block 53, PSL Survey, A-5968, J.R. Meeker, Reeves County, Texas

<u>Tract 2</u>: 560 acres of land, more or less, being all of the North one-half (N/2), the Southeast Quarter (SE/4) and the East one-half of the Southwest Quarter (E/2 of SW/4) of Section 48, Block 53, PSL Survey, A-2980, W.M. Hopper, Reeves County, Texas

<u>Tract 3</u>: 80.00 acres of land, more or less, being all of the West one-half of the Southwest Quarter (W/2 of SW/4) of Section 48, Block 53, PSL Survey, A-3628, V.C. Swigart, Reeves County, Texas

<u>Tract 4</u>: 320 acres of land, more or less, being all of the East one-half (E/2) of Section 37, Block 53, PSL Survey, A-5043, L.L. Ford, Reeves County, Texas

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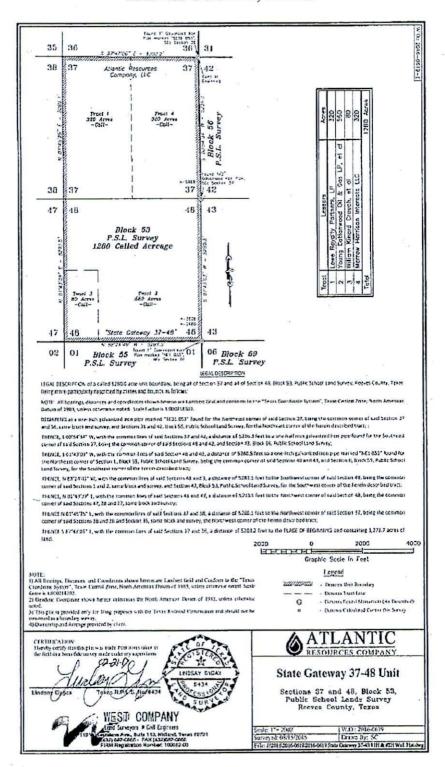
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EXHIBIT "C" STATE GATEWAY 37-48 UNIT GLO UNIT 8316 REEVES COUNTY, TEXAS



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DIANNE O. FLOREZ
COUNTY CLERK
2017 Jun 02 at 11:07 AM
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By: MS LALAGA DEPUTY

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George P. Bush, Commissioner

CERTIFIED TRUE AND CORRECT COPY CERTIFICATE STATE OF TEXAS COUNTY OF REEVES

The above and foregoing is a full, true and correct photographic copy of the original record now in my lawful custody and possession, as the same is filed/recorded in the public records of my office, found in VOL. 1431



DEPUTY



PO Box 3759 Midland, TX 79702 300 North Marienfeld, Suite 600 Midland, Texas 79701 P 432.683.3272 F 432.683.3244

•••••

November 5, 2018

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VIA CERTIFIED MAIL AND E-MAIL

7017 2680 0000 9475 9252

Joy McCauley

Texas General Land Office

1700 North Congress Avenue

Austin, Texas 78701

Joy.McCauley@glo.texas.gov

RE:

Notice of Commencement of Operations State Gateway 22 #6H (API – 42-389-36304)

MF - 117933

Dear Ms. McCauley:

Atlantic Resources Company, LLC, hereby give notice of its plans to commence drilling and completion operations on the State Gateway 22 #6H on or before November 15, 2018.

Once I receive additional files related to these operations I will forward on to your attention.

If you have any questions, please feel free to contact me by e-mail or at 432-683-3272.

Thank you for your cooperation.

Sincerely,

Mary Quintana

Sr. Lease/Division Order Analyst

]	le No. MF111869 Di
	RONAS
1	lotice of Operations API 389-36304
	ate Filed: 01/11/2019
1	George P. Bush, Commissioner



TEXAS GENERAL LAND OFFICE GEORGE P. BUSH, COMMISSIONER

August 31, 2021

Viviana Beltran, Land Tech EOG Resources PO Box 2267 Midland, TX 79702 File

Re: Assignment ID # 11082 - (MF111869 A-G expired), MF112396, (MF112441-Released), MF112452, MF112682 A-E, MF113664, MF117086 A&B, MF118838 A-D, (MF118841 ABC expired), MF118926 A&B, (MF118927 expired) and (MF119114 A-D expired) Reeves County

Dear Ms. Beltran:

The General Land Office received the following instrument and filed it in the appropriate files.

Assignment, Bill of Sale and Conveyance, effective July 17, 2020 from Victerra Energy, LLC and Victerra Energy Interests, LLC, Assignor's to EOG Resources, Inc., Assignee. Filed of record under document #2020 2020007296.

Filing fees in the amount of \$750.00 are still due on the referenced assignment.

Please feel free to contact me at (512) 590-9600 or email $\underline{\text{carl.bonn@glo.texas.gov}}$ if you have further questions.

Best Regards,

Carl Bonn, CPL

Mineral Leasing-Energy Resources

Recves County

2020 - 2020007296 07/23/2020 11:16AM Page 1 of 22

AF 11369 Ato G expired)

MF (11869 Ato G expired)

MF (11869 Ato G expired)

MAF 11 24 4 1 Released

MAF 11 24 5 Z

MI= 112682 Ato E

MF 113664

MF 117086 AB

MI= 118838 Ato D

MI= 118838 Ato D

MI= 118841 ABU(expired)

ME 118927 (expired)

ME 118927 (expired)

ME 1189114 A to D (expired)

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

This document prepared by, and when recorded return to:

EOG Resources, Inc. 5509 Champions Drive Midland, Texas 79706

Attn:

Wendy Dalton, Division Land Manager

Phone:

(432) 686-3703

Email:

wendy_dalton@eogresources.com

Facsimile:

(432) 686-3773

ASSIGNMENT, BILL OF SALE AND CONVEYANCE Reeves and Culberson County, Texas

THIS ASSIGNMENT, BILL OF SALE AND CONVEYANCE ("Assignment"), dated effective July 17, 2020 at 12:01 a.m. Central Standard Time (the "Effective Date"), is from Victerra Energy, LLC, whose address is The Penzoil Building, 700 Milam, Suite 1400, Houston, Texas 77002 and Victerra Energy Interests, LLC, whose address is The Penzoil Building, 700 Milam, Suite 1400, Houston, Texas 77002 (each an "Assignor" and collectively "Assignors") to EOG Resources, Inc., whose address is 1111 Bagby, Sky Lobby 2, Houston, TX 77002 ("Assignee"). Assignor and Assignee are referred to collectively herein as the "Parties." Capitalized terms used and not otherwise defined herein shall have the respective meanings assigned to such terms in the Purchase Agreement.

RECITALS

WHEREAS, Assignors desire to assign to Assignee, and Assignee desires to receive from Assignors, all of Assignors' right, title and interest in the assets and properties described below in accordance with this Assignment; and

WHEREAS, each of the Parties will derive substantial benefit from the transaction contemplated under this Assignment.

AGREEMENT

Section 1. Assignment of Interests.

NOW, THEREFORE, for and in consideration of the mutual promises contained herein, the benefits to be derived by each party hereunder, and other good and valuable consideration, Assignors and Assignee agree as follows:



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Dianne O. Florez, County Clerk
Page 1 of 22

2020 - 2020007296 07/23/2020 11:16AM Page 2 of 22

For \$10.00 and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignors hereby sell, assign, transfer, grant, bargain and convey to Assignee, as of the Effective Date, the following property located in Reeves and Culberson County, Texas (collectively, the "Assets"):

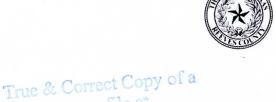
- all right, title, and interest of Assignors, in and to the oil and gas leases, oil, gas, and mineral leases, subleases, carried interests, and, without limiting the foregoing, other rights described on Exhibit A-1 (collectively, the "Leases"),
- all pooled, communitized, or unitized lands covered by all or part of the foregoing, and all tenements, hereditaments, and appurtenances belonging thereto;
- all oil and gas, water, injection, disposal, and other wells related to the Leases and described on Exhibit A-2, excluding, however, any wells not described on Exhibit A-2 (collectively, the "Wells");
- all easements, permits, licenses, servitudes, right of use and easement, rights-of-way, surface leases, surface fee interests, and other rights to use the surface or subsurface (including storage, injection, and pore space rights) included in, or associated or used, or held for use, in connection with any of the foregoing;
- all lease files, land files, division order files, abstracts, title opinions, contract files, and well and production records of Assignors or any of their Affiliates, to the extent relating to any of the foregoing;
 - all assigned contracts and interests described on Exhibit A-3; and
- all equipment, machinery, fixtures, and other tangible personal property, and other rights improvements located on, or used or held for use in connection with the operation of any of the foregoing.

excluding, however, any assets described in (e) or (f) above, to the extent that the contract pursuant to which Debtors or NRD hold an interest in such asset constitutes an executory contract under Section 365 of the Bankruptcy Code and such contract is not an Assumed Contract.

SAVING, EXCEPTING AND RESERVING to Assignors, however, all of the following assets (the "Excluded Assets"):

- the Purchase Price; (a)
- all shares of capital stock or other equity interests of each Assignor or any of its subsidiaries or any securities convertible into, exchangeable, or exercisable for shares of capital stock or other equity interests of either Assignor or any of such Assignor's subsidiaries;
- all rights, claims, and causes of action by or for the account of either Assignor against any current or former director or officer of such Assignor;





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Dianne O. Florez, County Clerk

- (d) all benefit plans and assets of any benefit plans;
- any indenture, debenture, deed of trust, mortgage, bond, loan, credit or sale-leaseback or similar agreement entered into by any Assignor or its Affiliates creating indebtedness on the part of any Assignor or its Affiliates for borrowed money or the deferred purchase price of property acquired by any Assignor or its Affiliates (excluding, however, bonds provided by a surety to secure or asset retirement, plugging and abandonment, or remediation obligations and any indenture or indemnity agreement executed pursuant thereto);
 - (f) any claims for relief under chapter 5 of the Bankruptcy Code;
- all contracts, agreements, and unexpired leases that (A) with respect to Debtors, are not Assumed Contracts, or (B) with respect to NRD, are not Assumed Contracts and are not expressly assumed by Purchaser; and
- all proceeds of production in respect of any of the Wells that are payable to third parties and are being held in suspense by Assignors.

Notwithstanding anything to the contrary set forth in this Assignment, Assignee is not assuming any liability or obligation relating to, arising out of, or attributable to the ownership or operation of the Assets prior to the Effective Date, of whatever nature, whether presently in existence or arising hereafter except as expressly set forth in the Purchase Agreement.

This Assignment is subject to that certain Purchase and Sale Agreement dated July 17, 2020, but effective as of the Effective Date, by and among Assignors and North Reeves Development, LLC, (each a "Seller" and collectively, "Sellers"), and Assignee (the "Purchase Agreement"), and nothing in this Assignment shall operate to limit, release, or impair any of Assignor's or Assignee's respective rights, obligations, remedies, or indemnities in the Purchase Agreement. To the extent the terms and provisions of this Assignment are in conflict, or inconsistent, with the terms and provisions of the Purchase Agreement, the terms and provisions of the Purchase Agreement shall control.

SECTION 3. Special Warranty. EACH ASSIGNOR DOES HEREBY BIND ITSELF, ITS HEIRS, SUCCESSORS AND ASSIGNS, TO WARRANT AND FOREVER DEFEND ALL AND SINGULAR TITLE TO THE ASSETS UNTO ASSIGNEE, **ASSIGNEE'S** SUCCESSORS AND ASSIGNS, AGAINST **EVERY** WHOMSOEVER LAWFULLY CLAIMING OR TO CLAIM THE SAME OR ANY PART THEREOF BY, THROUGH, OR UNDER EITHER ASSIGNOR, BUT NOT OTHERWISE; PROVIDED, HOWEVER, THAT FROM AND AFTER THE DATE HEREOF, ASSIGNEE HAS NO RECOURSE AGAINST ASSIGNORS FOR ANY CLAIMS ARISING UNDER THIS SPECIAL WARRANTY OF TITLE.

Further Assurances. From and after the Effective Date, each Party, Section 4. without further consideration, shall execute, deliver, and (if applicable) file of record, or cause to be executed, delivered, and filed or recorded, such good and sufficient instruments of conveyance and transfer, and take such other action as may be reasonably required to effectively vest each other Party beneficial and record title to the percentage of the Assets to which it is entitled hereunder, and, if applicable, put such Party in actual possession of such portion of the



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2020 - 2020007296 07/23/2020 11:16AM Page 4 of 22

Assets. After the Effective Date, the Parties shall, without further consideration, execute, deliver and (if applicable) file of record, or caused to be executed, delivered, and filed or recorded, all instruments, and take such other actions, as may be reasonably necessary to accomplish the conveyance and transfer of the Assets, any change in operator, and otherwise consummate the transactions contemplated by this Assignment.

- Successors and Assigns. This Assignment shall bind and inure to the Section 5. benefit of the Parties and their respective successors and assigns.
- Titles and Captions. All Section titles and captions in this Assignment are for convenience only, shall not be deemed part of this Assignment, and shall not define, limit, extend, or describe the scope or intent of any provision hereof.
- Governing Law. Except to the extent the laws of another jurisdiction will, under principles of conflicts of law, govern transfers of Assets located in such other jurisdiction, this Assignment and the rights of the Parties hereunder shall be governed by, and construed in accordance with, the laws of the State of Texas, without reference to principles of conflicts of law.
- Counterparts. This Assignment may be executed in any number of Section 8. counterparts, and by different parties in separate counterparts, and each counterpart shall be deemed to be an original instrument, but all such counterparts shall constitute but one instrument.

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Dianne Q. Florez, County Clerk Pago of 33

document on file at Reeves County Texas, IN WITNESS THEREOF, the Parties have caused this Agreement to be executed as of the dates set forth in the notary certificates below, but effective as of the Effective Date.

ASSIGNOR

Victerra	a Energy Intere	ests, LLC
1	TIM	
By: 人	1.120010	/
Name:	Dra NKN	ANIGIL
Title:	Crev	

ACKNOWLEDGMENT

STATE OF	MD	8
COUNTY OF _	HOWADO	§ §

This Agreement was acknowledged before me this ______day of July, 2020 by Mc_many, on behalf of such limited liability company.

STEPHANO T. NAM
Notary Public
State of Maryland
Howard County
Mycommission exp. November 16, 2023

Printed name: Stephano T. Nam
Notary Public in and for the State of Toxas 170

[Signature Page to Assignment, Bill of Sale and Conveyance]



ASSIGNOR

Victerra Energy, LLC

Name: Den Title: Curo

ACKNOWLEDGMENT

STATE OF	10	
COUNTY OF _	HOWARD	į.

Drew

This Agreement was acknowledged before me this 1924 day of July, 2020 by Mcmarig/eas cR6 of Victerra Energy Interests, LLC, a Texas limited liability company, on behalf of such limited liability company.

STEPHANO T. NAM

Notary Public

State of Maryland

Howard County

My commission exp. November 16, 2023

Printed name: Stephan. T. Wam
Notary Public in and for the State of Texas. MD

[Signature Page to Assignment, Bill of Sale and Conveyance]



ASSIGNEE

EOG Resources, Inc.

Name: Wendy Dalton

Title: Agent and Attorney-in-Fact

ACKNOWLEDGMENT

STATE OF TEXAS

COUNTY OF MIDLAND

888

This Agreement was acknowledged before me this 16 day of July, 2020 by Wendy Dalton, as Agent and Attorney-in-Fact of EOG Resources, Inc., a Delaware corporation, on behalf of such corporation.

ERIN LLOYD

My Notary ID # 131680260

Expires August 13, 2022

Printed name:_

Notary Public in and for the State of Texas

[Signature Page to Assignment, Bill of Sale and Conveyance]



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2020 - 2020007296 07/23/2020 11:16AM Page 8 of 22

Exhibit A-1 TO ASSIGNMENT, BILL OF SALE AND CONVEYANCE

(Attached)



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Exhibit A-1 Leases

MF 111669 - E

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A

MF 113664 MF 112441

Lessor	Lessee	Lease Date	Volume	Page	Entry	Section	Block	Legal Description
The State of Texas, acting by and through its agent, Allison Renee Parker	Legend Natural Gas IV, LP	9/1/2010	882	615	3553	22	53	All of Section 22, Block 53, PSL Survey Reeves County, Texas
The State of Texas, acting by and through its agent, Michelle E. Jordan	Legend Natural Gas IV, LP	9/1/2010	882	635	3555	22	53	All of Section 22, Block 53, PSL Survey Reeves County, Texas
The State of Texas, acting by and through its agent, James Beasley Young, III	Legend Natural Gas IV, LP	9/1/2010	882	645	3556	22	53	All of Section 22, Block 53, PSL Survey Reeves County, Texas
The State of Texas, acting by and through its agent, Robbin Lee Young	Legend Natural Gas IV, LP	9/1/2010	882	655	3557	22	53	All of Section 22, Block 53, PSL Survey Reeves County, Texas
The State of Texas, acting by and through its agent, McCamey Farm & Ranch, L.P.	Legend Natural Gas IV, LP	9/1/2010	882	595	4002	22	53	All of Section 22, Block 53, PSL Survey Reeves County, Texas
The State of Texas, acting by and through its agent, J. Loyd Parker, III	Legend Natural Gas IV, LP	9/1/2010	882	605	3552	22	53	All of Section 22, Block 53, PSL Survey Reeves County, Texas
The State of Texas, acting by and through its agent, Pamela Parker Clifton	Legend Natural Gas IV, LP	9/1/2010	882	625	3554	22	53	All of Section 22, Block 53, PSL Survey Reeves County, Texas
The State of Texas, acting by an through its agent, Sandra Kornegay Metcalf, a/k/a Heartsill Sandra Kornegay Metcalf	Petrohawk Properties, LP	8/26/2011	907	203	7772	23	53	NW/4 of Section 23, Block 53, PSL Survey, Reeves County, Texas
The State of Texas	Angelle & Donohue Oil & Gas Properties, Inc.	4/5/2011	879	458	3042	23	53	S/2 & NE/4 of Section 23, Block 53, PS. Survey, Reeves County, Texas
Towana Spivey	Petrohawk Properties, LP	8/12/2011	899	61	6308	24	53	All of Section 24, Block 53, PSL Survey Reeves County, Texas
Donna J. Spivey	Petrohawk Properties, LP	8/12/2011	899	82	6315	24	53	All of Section 24, Block 53, PSL Survey Reeves County, Texas
Mary Huebsch	Petrohawk Properties, LP	8/12/2011	899	76	6313	24	53	All of Section 24, Block 53, PSL Survey Reeves County, Texas
Weetona Stanley	Petrohawk Properties, LP	8/12/2011	899	79	6314	24	53	All of Section 24, Block 53, PSL Survey Reeves County, Texas
Tim Wilson	Petrohawk Properties, LP	8/12/2011	899	70	6311	24	53	All of Section 24, Block 53, PSL Survey Reeves County, Texas
Jeffery Allan Wilson	Petrohawk Properties, LP	8/12/2011	899	85	6316	24	53	All of Section 24, Block 53, PSL Survey Reeves County, Texas
Michael Lynn Bourland	Petrohawk Properties, LP	8/12/2011	899	67	6310	24	53	All of Section 24, Block 53, PSL Survey Reeves County, Texas
Janis Dee Bourland Helmey	Petrohawk Properties, LP	8/12/2011	899	73	6312	24	53	All of Section 24, Block 53, PSL Survey Reeves County, Texas
Lewis Keith Lynn	Petrohawk Properties, LP	8/12/2011	899	64	6309	24	53	All of Section 24, Block 53, PSL Survey Reeves County, Texas
Towana Spivey	Petrohawk Properties, LP	8/12/2011	899	61	6308	25	53	All of Section 25, save and except the SE/4, Block 53, PSL Survey, Reeves County, Texas





Exhibit A-1 Leases

Leases												
Lessor	Lessee	Lease Date	Volume	Page	Entry	Section	Block					
								All of Section 25, save and except the				
Donna J. Spivey	Petrohawk Properties, LP	8/12/2011	899	82	6315	25	53	SE/4, Block 53, PSL Survey, Reeves				
								County, Texas				
								All of Section 25, save and except the				
Mary Huebsch	Petrohawk Properties, LP	8/12/2011	899	76	6313	25	53	SE/4, Block 53, PSL Survey, Reeves				
					- 1			County, Texas				
								All of Section 25, save and except the				
Weetona Stanley	Petrohawk Properties, LP	8/12/2011	899	79	6314	25	53	SE/4, Block 53, PSL Survey, Reeves				
								County, Texas				
Kimberly Kay Sloan	O'Brien Oil & Gas, Inc.	10/3/2014	1116	177	14-09988	25	53	SE/4 Section 25, Block 53, PSL Survey,				
Timothy Tay Clean	o brief of the out, men	10/3/2011						Reeves County, Texas				
Brenda Taylor	O'Brien Oil & Gas, Inc.	11/12/2014	1129	719	14-11602	25	53	SE/4 Section 25, Block 53, PSL Survey,				
Diona rajioi	O Brief of Coust, mer		1122					Reeves County, Texas				
								All of Section 25, save and except the				
Michael Lynn Bourland	Petrohawk Properties, LP	8/12/2011	899	67	6310	25	53	SE/4, Block 53, PSL Survey, Reeves				
								County, Texas				
			Y v					All of Section 25, save and except the				
Janis Dee Bourland Helmey	Petrohawk Properties, LP	8/12/2011	899	73	6312	25	53	SE/4, Block 53, PSL Survey, Reeves				
								County, Texas				
Charles Lawhon, Tracey Scheidler, Janet	Atlantic Resources II Interests	1/1/2018	1551	621	18-03400	25	53	SE/4 Section 25, Block 53, PSL Survey,				
Lawhon, and John Lawhon	LLC			-				Reeves County, Texas				
								All of Section 25, save and except the				
Tim Wilson	Petrohawk Properties, LP	8/12/2011	899	70	6311	25	5 53	SE/4, Block 53, PSL Survey, Reeves				
								County, Texas				
					(016			All of Section 25, save and except the				
Jeffery Allan Wilson	Petrohawk Properties, LP	8/12/2011	899	85	6316	25	53	SE/4, Block 53, PSL Survey, Reeves				
								County, Texas				
		0/10/2011	000		6200	25		All of Section 25, save and except the				
Lewis Keith Lynn	Petrohawk Properties, LP	8/12/2011	899	64	6309	25	53	SE/4, Block 53, PSL Survey, Reeves				
	4 11 0 7 1 01 0							County, Texas				
State of Texas	Angelle & Donohue Oil &	4/5/2011	879	452	3041	26	53	All of Section 26, Block 53, PSL Survey,				
Ti Co CT	Gas Properties, Inc.							Reeves County, Texas The N/2 and SW/4 of Section 27, Block 53				
The State of Texas, acting by and through	Legend Natural Gas IV, LP	9/1/2010	882	615	3553	27	53	A STATE OF THE PROPERTY OF THE				
its agent, Allison Renee Parker								PSL Survey, Reeves County, Texas The N/2 and SW/4 of Section 27, Block 53				
The State of Texas, acting by and through	Legend Natural Gas IV, LP	9/1/2010	882	635	3555	27	53	PSL Survey, Reeves County, Texas				
its agent, Michelle E. Jordan								The N/2 and SW/4 of Section 27, Block 53				
The State of Texas, acting by and through	Legend Natural Gas IV, LP	9/1/2010	882	645	3556	27	53	PSL Survey, Reeves County, Texas				
its agent, James Beasley Young, III The State of Texas, acting by and through			-					The N/2 and SW/4 of Section 27, Block 53				
	Legend Natural Gas IV, LP	9/1/2010	882	655	3557	27	53	PSL Survey, Reeves County, Texas				
its agent, Robbin Lee Young					L			1 3L 3ulvey, Reeves County, Texas				

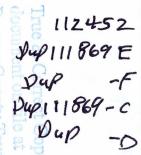




Exhibit A-1 Leases

	Lessor	Lessee	Lease Date	Volume	Page	Entry	Section	Block	Legal Description
Deg 111869-6	The State of Texas, acting by and through	Legend Natural Gas IV, LP	9/1/2010	882	595	4002	27	53	The N/2 and SW/4 of Section 27, Block 53, PSL Survey, Reeves County, Texas
- 3	The State of Texas, acting by and through its agent, J. Loyd Parker, III	Legend Natural Gas IV, LP	9/1/2010	882	605	3552	27	53	The N/2 and SW/4 of Section 27, Block 53, PSL Survey, Reeves County, Texas
- 4	The State of Texas, acting by and through its agent, Pamela Parker Clifton	Legend Natural Gas IV, LP	9/1/2010	882	625	3554	27	53	The N/2 and SW/4 of Section 27, Block 53, PSL Survey, Reeves County, Texas
	Carter Jonothan Coleman	Petrohawk Properties, LP	8/30/2011	907	211	7773	28	56	W/2, N/2 NE/4 & SE/4 NE/4 Section 28, Block 56, PSL Survey, Reeves County, Texas
	William Perry Coleman	Petrohawk Properties, LP	8/30/2011	907	214	7774	28	56,	W/2, N/2 NE/4 & SE/4 NE/4 Section 28, Block 56, PSL Survey, Reeves County, Texas
119114 -D	The State of Texas, acting by and through its agent, Wade P Koehl Agent	Atlantic Resources II Interests LLC	8/31/2017	1483	332	17-16682	12	59	The E/2 SE/4 & W/2 NE/4 of Section 12, Block 59, PSL Survey, Reeves County, Texas
	Towana Spivey	Petrohawk Properties, LP	8/12/2011	899	61	6308	29	56	All of Section 29, Block 56, PSL Survey, Reeves County, Texas
	Donna J. Spivey	Petrohawk Properties, LP	8/12/2011	899	82	6315	29	56	All of Section 29, Block 56, PSL Survey, Reeves County, Texas
(CXP) 118841-C-	The State of Texas, acting by and through its agent, Judson Operations Ltd Agent	Atlantic Resources II Interests LLC	10/5/2017	1495	123	17-18100	12	59	The E/2 NE/4 of Section 12, Block 59, PSL Survey, Reeves County, Texas
,	Jill Holt Bell, a.k.a. Jill Perry Holt	Petrohawk Properties, LP	8/30/2011	907	217	7775	28	56	W/2, N/2 NE/4 & SE/4 NE/4 Section 28, Block 56, PSL Survey, Reeves County, Texas
118838-0	its agent, Towana Spivey	Atlantic Resources II Interests LLC	5/30/2017	1455	666	17-13292	30	56	NE/4 & NW/4 SE/4, Section 30, Block 56, PSL Survey, Reeves County, Texas
118838-0 (18838-C		Atlantic Resources II Interests LLC	5/30/2017	1455	676	17-13293	30	56	NE/4 & NW/4 SE/4, Section 30, Block 56, PSL Survey, Reeves County, Texas
True Rees Page	di Grimes, Sole Trustee of the AWP 1983 T	Petrohawk Properties, LP	2/9/2011	886	506	4196	28	56	N/2 NE/4 & SE/4 NE/4 Section 28, Block 56, PSL Survey, Reeves County, Texas
when Co	Charles R. Meeker Trust	Petrohawk Properties, LP	4/28/2011	882	197	3484	28	56	N/2 NE/4 & SE/4 NE/4 Section 28, Block 56, PSL Survey, Reeves County, Texas
CA) 118841.C	The State of Texas, acting by and through its agent, Judson Operations Ltd The State of Texas, acting by and through its agent, Allison Renee Parker The State of Texas, acting by and through its agent, Michelle E. Jordan	Atlantic Resources II Interests LLC	10/5/2017	1495	123	17-18100	1	59	The East 100 acres of the SE/4 Section 1, Block 59, PSL Survey, Reeves County, Texas
0 Jupi11869-E	The State of Texas, acting by and through its agent, Allison Renee Parker	Legend Natural Gas IV, LP	9/1/2010	882	615	3553	38	53	All of Section 38, Block 53, PSL Survey, Reeves County, Texas
Dupi11869 F	The State of Texas, acting by and through its agent, Michelle E. Jordan	Legend Natural Gas IV, LP	9/1/2010	882	635	3555	38	53	All of Section 38, Block 53, PSL Survey, Reeves County, Texas

Exhibit A-1 Leases

	Lessor Lessee		Lessee	Lease Date Volum		Page	Entry	Section	Block	Legal Description
		Joyce Thomas, Individually and as Successor Trustee of the E.L. Garrison Trust	Petrohawk Properties, LP	2/8/2011	878	804	2944	28	56	S/2 NW/4 SE/4 Section 28, Block 56, PSL Survey, Reeves County, Texas
		Virginia R. Huston	Petrohawk Properties, LP	4/11/2011	886	504	4195	28	56	E/2 SE/4 & SW/4 SE/4 Section 28, Block 56, PSL Survey, Reeves County, Texas
		Blake Oil & Gas Corporation	Petrohawk Properties, LP	10/5/2011	910	163	8136	28	56	E/2 SE/4 & SW/4 SE/4 Section 28, Block 56, PSL Survey, Reeves County, Texas
		David R. Scyoc	Petrohawk Properties, LP	11/1/2011	913	371	11-08763	28	56	E/2 SE/4 & SW/4 SE/4 Section 28, Block 56, PSL Survey, Reeves County, Texas
		Harrison Trust, Roddy Harrison, Trustee	Endurance Resources Holdings II, LLC	8/31/2015	1197	156	15-08528	28	56	N/2 NW/4 SE/4 Section 28, Block 56, PSL Survey, Reeves County, Texas
Dup	111869 · C 118841 - L	The State of Texas, acting by and through its agent, James Beasley Young, III	Legend Natural Gas IV, LP	9/1/2010	882	645	3556	38	53	All of Section 38, Block 53, PSL Survey, Reeves County, Texas
(exp)	118841 -1	The State of Texas, acting by and through its agent, Sigmar Inc Agent	Atlantic Resources II Interests LLC	9/25/2017	1486	312	17-17055	12	59	The E/2 NE/4 of Section 12, Block 59, PSL Survey, Reeves County, Texas
(exp)	- · ~ A	The State of Texas, acting by and through its agent, LAJ Corporation	Atlantic Resources II Interests LLC	7/21/2017	1455	699	17-13296	12	59	The E/2 NE/4 of Section 12, Block 59, PSL Survey, Reeves County, Texas
		The State of Texas, acting by and through its agent, Robbin Lee Young	Legend Natural Gas IV, LP	9/1/2010	882	655	3557	38	53	All of Section 38, Block 53, PSL Survey, Reeves County, Texas
Dup	111869 G	The State of Texas, acting by and through its agent. McCamey Farm & Ranch, L.P.	Legend Natural Gas IV. LP	9/1/2010	882	595	4002	38	53	All of Section 38, Block 53, PSL Survey, Reeves County, Texas
		Mary Huebsch	Petrohawk Properties, LP	8/12/2011	899	76	6313	29	56	All of Section 29, Block 56, PSL Survey, Reeves County, Texas
		Wectona Stanley	Petrohawk Properties, LP	8/12/2011	899	79	6314	29	56	All of Section 29, Block 56, PSL Survey, Reeves County, Texas
Dup (CXP)	118841 A	The State of Texas, acting by and through its agent, Laj Corporation	Atlantic Resources II Interests LLC	7/21/2017	1455	699	17-13296	1	59	The East 100 acres of the SE/4 Section 1, Block 59, PSL Survey, Reeves County, Texas
Dep (exp)	~ " [3	The State of Texas, acting by and through its agent, Sigmar Inc.	Atlantic Resources II Interests LLC	9/25/2017	1486	312	17-17055	1	59	The East 100 acres of the SE/4 Section 1, Block 59, PSL Survey, Reeves County, Texas
THE SEE		Robert J. Hook and Kathleen Hook	Petrohawk Properties, LP	2/9/2011	878	806	2946	28	56	E/2 SE/4 & SW/4 SE/4 Section 28, Block 56, PSL Survey, Reeves County, Texas
MASS MASS MASS MASS MASS MASS MASS MASS	Ö	Ronald I. Wilson and Marjorie A. Wilson	Petrohawk Properties, LP	2/9/2011	878	805	2945	28	56	E/2 SE/4 & SW/4 SE/4 Section 28, Block 56, PSL Survey, Reeves County, Texas
0000	Up 11869.B	The State of Texas, acting by and through its agent, J. Loyd Parker, III	Legend Natural Gas IV, LP	9/1/2010	882	605	3552	38	53	All of Section 38, Block 53, PSL Survey, Reeves County, Texas
	nb 17	The State of Texas, acting by and through its agent, Pamela Parker Clifton	Legend Natural Gas IV, LP	9/1/2010	882	625	3554	38	53	All of Section 38, Block 53, PSL Survey, Reeves County, Texas
The at ty Texa of 22	Pup 11869.B up - : - 18 118838-A	The State of Texas, acting by and through its agent, Mary Huebsch	Atlantic Resources II Interests LLC	5/30/2017	1455	686	17-13294	30	56	NE/4 & NW/4 SE/4, Section 30, Block 56, PSL Survey, Reeves County, Texas



Exhibit A-1 Leases

			Le	1565					
118838 P	Lessor The State of Texas, acting by and through	Lessee Atlantic Resources II Interests	Lease Date				Section		Legal Description NE/4 & NW/4 SE/4, Section 30, Block 56,
1.0000	The State of Texas, acting by and through its agent. Weetona Stanley	LLC	5/30/2017	1455	656	17-13291	30	56	PSL Survey, Reeves County, Texas
	Lifetime Benefit of L. H. Meeker	Petrohawk Properties, LP	2/9/2011	878	807	2947	28	56	N/2 NE/4 & SE/4 NE/4 Section 28, Block 56, PSL Survey, Reeves County, Texas
	Meeker Investments, Inc.	Petrohawk Properties, LP	2/9/2011	886	508	4197	28	56	N/2 NE/4 & SE/4 NE/4 Section 28, Block 56, PSL Survey, Reeves County, Texas
	Neal Lee Bingham	Petrohawk Properties, LP	2/9/2011	878	803	2943	28	56	SW/4 NE/4 Section 28, Block 56, PSL Survey, Reeves County, Texas
(exp) 119 114 -B	The State of Texas, acting by and through its agent, Glenn M. Stevenson, Stevenson Family Trust	Atlantic Resources II Interests LLC	8/31/2017	1476	431	17-15905	12	59	The E/2 of SE/4 & W/2 of NE/4 of Section 12, Block 59, PSL Survey, Reeves County, Texas
(exp) 119 114 -B	The State of Texas, acting by and through its agent, Coalson Rev Trust Of 1994 Agent	Atlantic Resources II Interests LLC	8/31/2017	1483	314	17-16680	12	59	The E/2 of SE/4 & W/2 of NE/4 of Section 12, Block 59, PSL Survey, Reeves County, Texas
(CX) 111869-E (CXP) - "-F	The State of Texas, acting by and through its agent, Allison Renee Parker	Legend Natural Gas IV, LP	9/1/2010	882	615	3553	47	53	All of Section 47, S&E E/2 SE/4, Block 53, PSL Survey, Reeves County, Texas
(CXP) - "-F	The State of Texas, acting by and through its agent, Michelle E. Jordan	Legend Natural Gas IV, LP	9/1/2010	882	635	3555	47	53	All of Section 47, S&E E/2 SE/4, Block 53, PSL Survey, Reeves County, Texas
	Bruce K. & Sheila D. Covington, Trustees of the Catalpa Trust	Atlantic Resources II Interests LLC	6/5/2018	1616	438	18-11153	21	56	All of Section 21, Block 56, PSL Survey, Reeves County, Texas
	Kirk Covington	Atlantic Resources II Interests LLC	6/5/2018	1616	442	18-11154	21	56	All of Section 21, Block 56, PSL Survey, Reeves County, Texas
	Earmark Enterprises, LLC	Atlantic Resources II Interests LLC	6/5/2018	1616	446	18-11155	21	56	All of Section 21, Block 56, PSL Survey, Reeves County, Texas
	Renee Brunson	Atlantic Resources II Interests LLC	6/5/2018	1628	706	18-12630	21	56	All of Section 21, Block 56, PSL Survey, Reeves County, Texas
#UX9H	Gary N. Covington	Atlantic Resources II Interests LLC	6/5/2018	1653	540	18-15527	21	56	All of Section 21, Block 56, PSL Survey, Reeves County, Texas
rue com	The State of Texas, acting by and through its agent, James Beasley Young, III	Legend Natural Gas IV, LP	9/1/2010	882	645	3556	47	53	All of Section 47, S&E E/2 SE/4, Block 53, PSL Survey, Reeves County, Texas
Dup CX4 111869.D	Pollard represented by Kerry Kathleen Wal	Petrohawk Properties, LP	8/30/2011	907	220	7776	28	56	W/2, N/2 NE/4 & SE/4 NE/4 Section 28, Block 56, PSL Survey, Reeves County, Texas
PUP CXY 111869.D	The State of Texas, acting by and through its agent, Robbin Lee Young	Legend Natural Gas IV, LP	9/1/2010	882	655	3557	47	53	All of Section 47, S&E E/2 SE/4, Block 53, PSL Survey, Reeves County, Texas
S S S G	its agent, wiccumey I aim & Rancin, B.I.	Legend Natural Gas IV, LP	9/1/2010	882	595	4002	47	33	All of Section 47, S&E E/2 SE/4, Block 53, PSL Survey, Reeves County, Texas
Pounty of	The State of Texas, acting by and through its agent, J. Loyd Parker, III	Legend Natural Gas IV, LP	9/1/2010	882	605	3552	47	53	All of Section 47, S&E E/2 SE/4, Block 53, PSL Survey, Reeves County, Texas
			Exhil	oit A-1					Page

Exhibit A-1 Leases

				Lea	ases					
, 2		Lessor	Lessee	Lease Date	Volume	Page	Entry	Section	Block	Legal Description
(ex1)	111869 - A	The State of Texas, acting by and through	Legend Natural Gas IV, LP	9/1/2010	882	625	3554	47	53	All of Section 47, S&E E/2 SE/4, Block 53,
		its agent, Pamela Parker Clifton	Legend Natural Gas IV, Er	3/1/2010	002	025	3334	-7/	33	PSL Survey, Reeves County, Texas
		Tim Wilson	Petrohawk Properties, LP	8/12/2011	899	70	6311	29	56	All of Section 29, Block 56, PSL Survey,
		Tim wilson	Tetronavik Troportios, Er	0/12/2011	0,,,					Reeves County, Texas
		Jeffery Allan Wilson	Petrohawk Properties, LP	8/12/2011	899	85	6316	29	56	All of Section 29, Block 56, PSL Survey,
			,							Reeves County, Texas
	1/8/02/ 1	The State of Texas, acting by and through	Atlantic Resources II Interests	0/7/2017	1.176		17 15006	10	50	The South 60 acres of the E/2 NW/4 and
	118926A	its agent, Paul Harvey Oden	LLC	8/7/2017	1476	444	17-15906	12	59	the E/2 SW/4 of Section 12, Block 59, PSL
										Survey, Reeves County, Texas The South 60 acres of the E/2 NW/4 and
	1112	The State of Texas, acting by and through	Atlantic Resources II Interests	8/7/2017	1476	457	17-15907	12	59	the E/2 SW/4 of Section 12, Block 59, PSL
	19	its agent, Walking O Lp	LLC	8///2017	14/6	457	17-13907	12	39	
		The State of Tours notine by and through								Survey, Reeves County, Texas The E/2 of SE/4 & W/2 of NE/4 of Section
	1191111	The State of Texas, acting by and through its agent, Midland AOG Partners LTD.	Atlantic Resources II Interests	8/31/2017	1483	200	17-16678	12		12, Block 59, PSL Survey, Reeves County,
	119114-A	its agent, Midland AOG Partners LTD.	LLC	0/31/2017	1463	299	17-10078	12	39	Texas
	1	Agent The State of Texas, acting by and through	Atlantic Resources II Interests							The W/2 NW/4 of Section 12, Block 59,
	×P) 118927	its agent, Kenneth W. Parker	LLC	7/23/2017	1464	449	17-14481	12	59	PSL Survey, Reeves County, Texas
6	7) 110.		ELC						-	All of Section 30, save and except the
		The State of Texas, acting by and through	Petrohawk Properties, LP	2/9/2011	880	572	3233	30	56	SW/4, Block 56, PSL Survey, Reeves
	11 Z682·E	its agent, Tim Wilson	1 chonavik i toperties, 21	2/3/2011	000	312	3233	50	50	County, Texas
							-			All of Section 30, save and except the
	· · · · -D	The State of Texas, acting by and through	Petrohawk Properties, LP	2/9/2011	880	607	3238	30	56	SW/4, Block 56, PSL Survey, Reeves
		its agent, Jeffery Allan Wilson	,							County, Texas
										NW/4, E/2 SE/4, SW/4 SE/4 and NW/4
	111-	The State of Texas, acting by and through	Petrohawk Properties, LP	2/9/2011	880	558	3231	30	56	SE/4 Section 30, Block 56, PSL Survey,
		its agent, Lewis Keith Lynn								Reeves County, Texas
		N.C. I. J. I. Davidand	Petrohawk Properties, LP	8/12/2011	899	67	6310	29	56	All of Section 29, Block 56, PSL Survey,
		Michael Lynn Bourland	Petronawk Properties, LP	6/12/2011	099	67	0310	29	30	Reeves County, Texas
		Janis Dee Bourland Helmey	Petrohawk Properties, LP	8/12/2011	899	73	6312	29	56	All of Section 29, Block 56, PSL Survey,
		Janis Dee Bourland Henney	retionawk Properties, LF	0/12/2011	099	. 13	0312	2.9	30	Reeves County, Texas
thread beard board	103	The State of Texas, acting by and through								All of Section 30, save and except the
m 9. 8	= 112882B	its agent, Michael Lynn Bourland	Petrohawk Properties, LP	2/9/2011	880	565	3232	30	56	NE/4, Block 56, PSL Survey, Reeves
										County, Texas
1 2 8	- · · · · A	The State of Texas, acting by and through								All of Section 30, save and except the
-00	8 A	its agent, Janis Dee Bourland Helmey	Petrohawk Properties, LP	2/9/2011	880	579	3234	30	56	NE/4, Block 56, PSL Survey, Reeves
5.08	7 0									County, Texas
1 注音	E E	Lewis Keith Lynn	Petrohawk Properties, LP	8/12/2011	899	64	6309	29	56	All of Section 29, Block 56, PSL Survey,
0 9 5	Di S									Reeves County, Texas
TO SH	0 0	H. L. Hawkins Jr., Inc	Petrohawk Properties, LP	3/3/2011	880	621	3240	28	56	W/2 Section 28, Block 56, PSL Survey,
2	2 0									Reeves County, Texas
Ro III										



Exhibit A-1 Leases

Deutes													
Lessor	Lessee	Lease Date	Volume	Page	Entry	Section	Block	Legal Description					
Chevron U.S.A. Inc.	Atlantic Resources II Interests LLC	7/25/2018	1653	544	18-15528	21	56	All of Section 21, Block 56, PSL Survey, Reeves County, Texas					
State of Texas Agent Dela Minerals, Inc.	Petrohawk Properties, LP	1/21/2011	878	760	2935	32	56	All of Section 32, Block 56, PSL Survey, Reeves County, Texas					





2020 - 2020007296 07/23/2020 11:16AM Page 16 of 22

Exhibit A-2 TO ASSIGNMENT, BILL OF SALE AND CONVEYANCE

(Attached)



API#	Well Name	Well Number	Lease Name	Operator Company Name	Conveyed Working Interest	Conveyed NRI	Field	County/Parish	Status
			STATE GATEWAY 34-						Abandone
42-389-36774	STATE GATEWAY 34-39	12H	39	VICTERRA ENERGY, LLC	100.00%	75.00%	FORD, WEST	REEVES (TX)	d
				ATLANTIC RESOURCES					Abandone
42-389-36304	STATE GATEWAY 22	6H	STATE GATEWAY 22	COMPANY, LLC	100.00%	75.00%	FORD, WEST	REEVES (TX)	d
			STATE GATEWAY 37-	ATLANTIC RESOURCES					
42-389-35747	STATE GATEWAY 37-48	3H	48	COMPANY, LLC	100.00%	75.00%	FORD, WEST	REEVES (TX)	Plugged
42-389-35427	STATE GATEWAY 38	2H	STATE GATEWAY 38	VICTERRA ENERGY, LLC	100.00%	75.00%	FORD, WEST	REEVES (TX)	Active
42-389-35266	SANTANA 29	2H	SANTANA 29	VICTERRA ENERGY, LLC	100.00%	75.00%	FORD, WEST	REEVES (TX)	Active
42-389-35112	ALLMAN 25 SWD	1	ALLMAN 25 SWD	VICTERRA ENERGY, LLC	62.50%	N/A	FORD, WEST	REEVES (TX)	Active
42-389-35082	ALLMAN 24	6H	ALLMAN 24	VICTERRA ENERGY, LLC	100.00%	75.21%	FORD, WEST	REEVES (TX)	Active
42 200 25064	CTATE IOIDDIV CACILO2		STATE JOHNNY CASH	VICTERRA ENERGY, LLC	100.00%	75.00%	FORD, WEST	REEVES (TX)	Active
	STATE JOHNNY CASH 23		ORBISON 28	VICTERRA ENERGY, LLC	100.00%		FORD, WEST	REEVES (TX)	
	ORBISON 28 STATE MUDDY WATERS 30		STATE MUDDY WATERS 30	VICTERRA ENERGY, LLC	100.00%		FORD, WEST	REEVES (TX)	
	STATE BB KING 32	2H	STATE BB KING 32	VICTERRA ENERGY, LLC	100.00%	75.00%	FORD, WEST	REEVES (TX)	Active
	STATE GATEWAY 22		STATE GATEWAY 22	VICTERRA ENERGY, LLC	100.00%	75.00%	FORD, WEST	REEVES (TX)	Inactive
	STATE GATEWAY 21 SWD		STATE GATEWAY 21 SWD	VICTERRA ENERGY, LLC	75.00%	N/A	FORD, WEST	REEVES (TX)	Active
42-389-31175	BILES	1	BILES	VICTERRA ENERGY, LLC	62.50%	N/A	PAMELA	REEVES (TX)	Active
42-389-36164	ALLMAN 24	1H	ALLMAN 24	VICTERRA ENERGY, LLC	100.00%	75.21%	FORD, WEST	REEVES (TX)	Active
42-389-35875	PEDRO STATE 9	1	PEDRO STATE 9	VICTERRA ENERGY, LLC	100.00%	75.00%	TOYAH, NW (SHALE)	REEVES (TX)	Inactive

Also included in the Wells, are any water wells contained on the lands covered by the Leases in which the Sellers have any interest to convey.





2020 - 2020007296 07/23/2020 11:16AM Page 18 of 22

Exhibit A-3 TO ASSIGNMENT, BILL OF SALE AND CONVEYANCE

(Attached)



True & Correct Copy of a document on file at Reeves County Texas, Dianne O. Florez, County Clerk Page 18 of 23

2020 - 2020007296 07/23/2020 11:16AM Page 19 of 22

Exhibit A-3 Assigned Contracts and Interests

Surface Agreements

SURFACE OWNER	EFFECTIVE DATE	AGREEMENT TYPE	RECORDING
Scott Armstrong Jr. and Regina Anne Armstrong	March 10, 2018	Pipeline and Utility Easement and Memorandum	OPR 1569/407
Roddy L. Harrison, As Trustee Of The Harrison Trust Created Under The Agreement Dated April 25, 1996, As Amended	November 7, 2016	Surface Use Permit	
Lewis Keith Lynn, Lynn Wilson Holdings, LLC, Mary Huebsch, Weetona Stanley, Donna Jane Spivey, Towana Spivey, Michael Lynn Bourland And Janis Dee Helmey	February 1, 2017	Surface Use Agreement	
Ronald I. Wilson And Marjorie A. Wilson, dealing in their community property	May 15, 2017	Surface Use Agreement	
Kimbell Oil Comp Any Of Texas, LLC	January 25, 2017	Surface Use Agreement	
Robert J. Hook And Kathleen Hook, dealing in their community property,	May 15, 2017	Surface Use Agreement	
Tim L. Wilson	July 28, 2015	Multi Use Right-of-Way and Easement Agreement	
Estate of J. Loyd Parker, III, Allison Renee Parker, Michelle Elise Parker Jordon, Pamela Parker Clifton, Christopher Matthew Clifton, Cale Andrew Clifton, Kelli Clifton Grossmann, McCamey Farm & Ranch, L.P., a Texas limited partnership, Robin Lee Young and Young Cottonwood Oil and Gas, LP	November 1, 2015	Endurance Salt Water Disposal Agreement for Gateway 21 SWD	
The State of Texas Texas General Land Office	April 4, 2017	Miscellaneous ME20170155 Easement Pipelines	OPR 1429/233
The State of Texas Texas General Land Office	July 1, 2017	Miscellaneous ME20150165 Easement Pipelines	OPR 1195/541
The State of Texas Texas General Land Office	July 1, 2017	Miscellaneous ME20150164 Easement Pipelines	OPR 1195/524
The State of Texas Texas General Land Office	July 1, 2015	Miscellaneous ME20150163 Easement Pipelines	OPR 1195/507
The State of Texas Texas General Land Office	July 1, 2015	Miscellaneous ME20150162 Easement Road Access	OPR 1195/48
The State of Texas Texas General Land Office	May 1, 2018	Miscellaneous ME20180290 Easement Pipelines	OPR 1641/379
The State of Texas Texas General Land Office	December 1, 2017	Miscellaneous ME20180114 Easement Utility Line Crossing	OPR 1551/590
The State of Texas Texas General Land Office	November 11, 2016	Assignment of Miscellaneous Easements ME20150162, ME20150163, ME20150164 and ME20150165	OPR 1424/73
Estate of J. Loyd Parker, III, Allison Renee Parker, Michelle Elise Parker Jordon, Pamela Parker Clifton, Christopher Matthew Clifton, Cale Andrew Clifton, Kelli Clifton Grossmann, McCamey Farm & Ranch, L.P., a Texas limited partnership, Robin Lee Young and Young Cottonwood Oil and Gas, LP	September 1, 2015	Road Right-of-Way	OPR 1213/656
Pleasant Street Limited; Sage Green Company, a Texas Partnership; E. M. Smither Company, a Partnership; Mary Sue Coffman; Martha Lynn Mossman Smither, Trustee of the Revocable Management Trust of Wilbur L. Smither, Ill and Martha Lynn Mossman Smither; Sarah Hawley Dunning and John Richard Hawley, Co-Trustees of the Eva S. Hawley Family Trust; Crimson Properties, Ltd; Smither Asset Management, LLC, a Texas Limited Liability Company; Gertrude J. Smither; Florine Klussmann; Frances R. Snipes; Mark B. Woodward; Mary Lee Nichols; William Robinson Woodward; Walter Woodward, Jr.; Edith Gibbs Williams, individually; Kathleen Smither Williams, individually; John Thomas Smither Williams, Ill, individually; Kathleen Smither Williams, Trustee of the Kathleen Smither Williams Trust; John Thomas Smither Williams, Trustee of the John Thomas Smither Williams Trust; Clyde Michael Williams, Ill, Trustee of the Clyde Michael	December 1, 2015	Road Access Agreement	



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2020 - 2020007296 07/23/2020 11:16AM Page 20 of 22

Williams, III Trust; and Edith Gibbs Williams, Trustee of the Edith Gibbs Williams Trust			
Three Rivers Operating Company III LLC	April 4, 2016	Road Maintenance Agreement	
Cottonwood Ranch Surface Owners	August 20, 2010	Surface Use Agreement	
Tawny Kanae, F.K.A, Tawny Kanae-Huston, Trustee Of The Virginia R. Huston Living Trust	July 5, 2017	Surface Use Agreement	
Gary N. Covington, Kirk Covington, The Catalpa Trust, Earmark Enterprises, LLC, Renee J. Brunson	January 15, 2017	Pipeline, Roadway and Utility Easement and Right-of-Way	
The Barbara White Living Trust, Barbara White, Trustee and The Bruce & Louise Bowe Revocable Trust, Bruce Bowe, Trustee	April 3, 2018	Pipeline and Utility Easement and Memorandum	OPR 1600/627
Carol R Scyoc, a widow	May 30, 2017	Surface Use Agreement	
Hawkins Investments, Inc., a Delaware corporation	July 1, 2017	Easement and Right-of-Way Grant	OPR 1464/469
Hawkins Investments, Inc., a Delaware corporation	October 1, 2017	Electric Line Easement Agreement	OPR 1495/105
Hawkins Investments, Inc., a Delaware corporation	October 1, 2017	Easement and Right-of-Way Grant	OPR 1495/112
Cottonwood Ranch Surface Owners	March 1, 2018	Gravel and Water Sales Agreement	
Michael L. Bourland	July 28, 2015	Multi-Use Right-of-Way and Easement Agreement	OPR 1628/750
Tim L. Wilson	July 28, 2015	Multi-Use Right-of-Way and Easement Agreement	OPR 1628/769
Towana Spivey	July 28, 2015	Multi-Use Right-of-Way and Easement Agreement	OPR 1628/788
Lewis K. Lynn	July 28, 2015	Multi-Use Right-of-Way and Easement Agreement	OPR 1629/45
Jeffery Wilson	July 28, 2015	Multi-Use Right-of-Way and Easement Agreement	OPR 1629/1
Janis Dee Helmey	July 28, 2015	Multi-Use Right-of-Way and Easement Agreement	OPR 1628/743
Sandra K. Metcaf	July 23, 2015	Multi-Use Right-of-Way and Easement Agreement	OPR 1628/720
Mary Huebsch	July 28, 2015	Multi-Use Right-of-Way and Easement Agreement	OPR 1629/20
Donna J. Spivey, widow of Dustin C. Spivey	July 28, 2015	Multi-Use Right-of-Way and Easement Agreement	OPR 1629/33
Robert B. Kornegay	March 1, 2016	Multi-Use Right-of-Way and Easement Agreement	OPR 1628/732
Weetona Stanley	July 28, 2015	Multi-Use Right-of-Way and Easement Agreement	OPR 1653/55
Blake Oil and Gas Corporation	June 22, 2017	Pipeline Easement Agreement	OPR 1455/46
Blake Oil and Gas Corporation	November 13, 2017	Electrical Easement Agreement	OPR 1517/62
Blake Oil and Gas Corporation	September 28, 2017	Pipeline Easement Agreement	OPR 1628/714
Angler Oil & Gas, LLC, Manix Energy, LTD., Weldon Scott Armstrong JR., also known as Scott Armstrong JR., and Wife, Regina Anne Armstrong	May 1, 2017	Biles Salt Water Disposal Agreement and Memorandum	17-09369 Filed for record in Reeves County, Texas



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Dianne O. Florez, County Clerk
Page 20 of 29

2020 - 2020007296 07/23/2020 11:16AM Page 21 of 22

			Jun 2, 2017 at 11:07:00 AM. No Vol or PG shown
James Lawrence Meeker, as Trustee of the Callaghan 320 Trust	March 9, 2016	Surface Use and Drill Site Agreement	
Lowe Royalty Partners, LP	September 1, 2015	Surface Use Agreement	
Lowe Royalty Partners, LP	September 1, 2015	Right-of-Way	OPR 1632/292
Lowe Royalty Partners, LP	May 3, 2018	Surface Site Agreement and Memorandum	OPR 1616/452
JWM Minerals, LLC	March 4, 2016	Surface Use and Drill Site Agreement	

Other Contracts

TYPE OF AGREEMENT	PARTIES	DATE
Gas Processing Contract	Atlantic Resources Company, LLC, EagleClaw Midstream Ventures, LLC	8/4/2015
Gas Purchase Agreement	Atlantic Resources Company, LLC, Atlantic Resources Holding Co., LLC, Atlantic Resources II Interests LLC, and North Reeves Development LLC, Salt Creek Midstream, LLC	10/17/2017
Interconnect Agreement	EagleClaw Midstream Ventures, LLC, Salt Creek Midstream, LLC, and Atlantic Resources Company, LLC	7/31/2018



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2020 - 2020007296 07/23/2020 11:16AM Page 22 of 22



Reeves County Dianne O. Florez **Reeves County Clerk**

Instrument Number: 2020007296

Real Property Recordings

ASSIGNMENT

Recorded On: July 23, 2020 11:16 AM

Number of Pages: 22

" Examined and Charged as Follows: "

Total Recording: \$106.00

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

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

File Information:

2020007296 Document Number:

Receipt Number:

20200723000029

Recorded Date/Time: July 23, 2020 11:16 AM

User:

Jackie A

Station:

CLERK01.REEVESCC.LOCAL

Record and Return To:

EOG RESOURCES INC/ DREW SIMMONS

5509 CHAMPIONS DRIVE

MIDLAND TX 79706

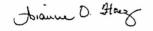


STATE OF TEXAS

Reeves County

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

Dianne O. Florez Reeves County Clerk Reeves County, TX





True & Correct Copy of a document on file at Reeves County Texas, Dianne O. Florez, County Clerk Page 22 of 22



File No. MF/11/869

HUGEL

VICTEVIA TO VICTEVIA ENERYTH

Date Filed: 9-23-21

George P. Bush, Semmissioner



CERTIFIED A TRUE AND CORRECT COPY OF THE RECORD ON FILE IN MY OFFICE

Dianne O. Florez Reeves County Clerk

3-16-2021 Date

By:

Jugu

Deputy Clerk

From: Endurance Resources Holdings II LLC

Texas General Land Office 1700 Congress Ave Austin, TX 78701-1495 To:

Vendor Code TEX004

Check Date 01/24/2017

Check Amount \$4,083.77

Check Number A-11062

Invoice #	Invoice Amt
012417-TEX004	4,083.77

•••••	
•••••	
•••••	
••••	
•••••	

From: Endurance Resources Holdings II LLC

Texas General Land Office 1700 Congress Ave Austin, TX 78701-1495 To:

TEX004

Vendor Code

Check Date 01/24/2017

Check Amount \$4,083.77

Check Number A-11062

Invoice Am			
4,083.77			



January 25, 2017

TEXAS GENERAL LAND OFFICE ATTN: DREW REID 1700 N CONGRESS AVENUE AUSTIN TX 78701-1495

RE: Cottonwood Surface Damages
State Gateway 38 2H – ST TX Lease No. MF 111869
Reeves County, Texas

Dear Mr. Reid:

I have enclosed Check No. 11062 dated January 24, 2017 in the amount of \$4,083.77. It covers one-half the Cottonwood Surface Damages on the State Gateway 38 2H location being your Lease No. MF 111869.

If you have any questions please contact Jason South, Land Manager, at 432/242-4683, or email him at jason@enduranceresourcesllc.com. Thank you for your time and assistance in this matter.

Sincerely,

Mary VanPelt

Senior Land Coordinator

Enclosures: Check

File No. MF111869

_County

Date Filed: George P. Bush, Commissioner

Eridurance Resources Holdings II LLC From: To:

Texas General Land Office 1700 Congress Ave Austin, TX 78701-1495

Vendor Code TEX004

Check Date 04/15/2017

Check Amount \$13,195.44

Check Number A-11215

Invoice Amt Invoice # 041317 13,195.44 PIPELINE-COTTONWOOD SURFACE

DAMAGES

Endurance Resources Holdings II LLC From:

Texas General Land Office
1700 Congress Ave To:

Austin, TX 78701-1495

Vendor Code TEX004

Check Date 04/15/2017

Check Amount \$13,195.44

Check Number A-11215

Invoice Amt Invoice # 13,195.44 041317 PIPELINE-COTTONWOOD SURFACE DAMAGES



Fed Ex

April 18, 2017

TEXAS GENERAL LAND OFFICE ATTN: DREW REID 1700 N CONGRESS AVENUE AUSTIN TX 78701-1495

RE: Cottonwood Pipeline Damages ST TX Lease No. MF 111869 Reeves County, Texas

Dear Mr. Reid:

I have enclosed Check No. 11215 dated April 15, 2017 in the amount of \$13,195.44. It covers one-half of the Pipeline damages on Lease No. MF 111869.

Should you have any questions, please do not hesitate to contact me at (432) 242-4683 or via email at Jason@enduranceresourcesllc.com. Thank you for your time and assistance in this matter.

Sincerely,

Jason South Landman

Enclosures: Check

File No. MF111869

_County

Dmg Pmt

Date Filed: 10 (2012)
George P. Bush, Commissioner
By



TEXAS GENERAL LAND OFFICE GEORGE P. BUSH, COMMISSIONER _

. to Eco

July 17, 2020

Sherman Young, Land Advisor EOG Resources, Inc. PO Box 2267 Midland, TX 79702

Re: Consent to Assign MF111869 A to G, MF112396, MF112451, MF112452, MF112682 A to D, MF113664, MF117086 A & B, MF117344 B, D & E, MF117348 B, D & E, MF118838 A to D, MF118841 A to C and (MF119114 A to D) (MF119114 A to D) (MF119114 A to D)

Dear Mr. Young:

We hereby acknowledge receipt of your letter dated July 16, 2020, regarding the above referenced lease(s). You requested the General Land Office ("GLO") consent to assign an interest in the lease(s) from Victoria Energy Partners, LLC and North Reeves Development, LLC to EOG Resources, Inc.

The GLO interprets the assignment language in each lease to limit the transfer of obligations only when there are actual liabilities under each lease, such as plugging abandoned wells, removing pipelines, remediating drill sites and remitting unpaid royalties, interest or penalties due. If there are no existing liabilities, the lease(s) may be transferred at any time without written consent of the Commissioner.

Accordingly, we will accept for filing a certified copy of the Assignment. The filing fee for the assignment will be \$25.00 for each state lease. Absent an existing liability owed to the state, the assignee shall succeed to the right and obligations under the lease.

Please feel free to contact me at (512) 590-9600 or email carl.bonn@glo.texas.gov if you have further questions.

Best Regards,

Carl Bonn, CPL Mineral Leasing-Energy Resources



July 16, 2020

Texas General Land Office

Request for Consent to Assignment Subject:

Reeves County,

Texas Ladies and

gentlemen.

int some Not be ing As you are aware, Victerra Energy Partners, LLC ("Victerra") and North Reeves Development, LLC ("NRD") are the current owners of the oil and gas lease[s] (whether one or more, the "Leases") described on Exhibit "A" attached hereto. Victerra and NRD has entered into a purchase and sale agreement with EOG Resources, Inc. ("EOG") pursuant to which Victerra and NRD will assign to EOG an undivided 100% of all of Victerra and NRD's 's right, title and interest in and to the Leases to the extent shown on Exhibit "A", such assignment to be effective July _____, 2020. The assignment will provide that:

The assignment is made subject to all of the terms and rditions of the Leases.

G will assume all obligations under the Leases as to the interest assigned.

Please indicate below your consent to any and all assignments (whether one or more, full or partial) of any interests in the Leases by any owner of an interest in the Leases with respect to the assignment of the Leases described on Exhibit "A" attached hereto. The undersigned agrees that the foregoing consent satisfies any requirement in the Leases that the lessor party's consent be obtained prior to any assignment by a lessee.

For your convenience, you may either return the signed letter to me

by email at <u>Sherman_Young@eogresources.com</u> or by US Mail to the following address. EOG Resources, Inc., 5509 Champions Drive, Midland, TX 79706. Please return the signed letter at your earliest convenience and no later than July 17, 2020. If you require any additional information or assistance, please contact me at (432248.1742 or by email.

Yours sincerely,

Sherman Young Land Advisor EOG Resources, Inc.

The	undersigned	hereby	consents	to	the	proposed
assig	nment from V	icterra an	d NRD to	EOC	ì.	
By:					_	
Print	ed Name:					
Title						

Page 1 of 2

Exhibit "A"

Recording information referenced below is to the Real Property Records of Reeves County, Texas.

LESSOR	ORIGINAL_LESSEE	LEASE_DATE	LEGAL	RECORDING
			*	
	LESSOR	LESSOR ORIGINAL_LESSEE	LESSOR ORIGINAL_LESSEE LEASE_DATE .	LESSOR ORIGINAL_LESSEE LEASE_DATE LEGAL .

Gulberson & Reeves Co

/		•	Reeves Co			00
Ling	(MP))		Sec	E	Onte
	Prospect	Checked	Lessor	444		15/11
(Endurance 112452	11	State of Texas	Angelle &	& Dor 4	19/11
2	Endurance 245/.	<u> </u>	The State of Texas	Se Angelle &	Dor •	
3	Endurance	X	The State of Texas, acting by and through its agent, McCamey Farm & Ranch, L.P.	26	Lege 9	7-1-10
4	Endurance	X	The State of Texas, acting by and through its agent, McCamey Farm & Ranch, L.P.	23	Lege	
5	Endurance	X	The State of Texas, acting by and through its agent, McCamey Farm & Rance, L.P.	78 ZZ	Lege	
6	Endurance	X	The State of Texas, acting by and through its agent, McCamey Farm & Ranch, L.P.	W 27	Lege	
7	Endurance /	X	The State of Texas, acting by and through its agent, J. Loyd Parker, III	38	Lege	
8	Endurance	X	The State of Texas, acting by and through its agent, J. Loyd Parker, III	47	Lege	
9	Endurance .	Х	The State of Texas, acting by and through its agent, J. Loyd Parker, III	32	Lege	
10	Endurance	X	The State of Texas, acting by and through its agent, J. Loyd Parker, III	27	Lege	
1)	Endurance	X	The State of Texas, acting by and through its agent, Allison Renee Parker	38	Lege	
12	Endurance //11 869	Prod	The State 5 Teas, acting by and through its agent, Allison Renee Parker	47	Lege	
13	Endurance A-G	/x	The State of Texas, acting by and through its agent, Allison Renee Parker	22	Lege	
14	Endurance	x	The State of Texas, acting by and through its agent, Allison Renee Parker	27	Lege	
15	Endurance	X	The State of Texas, acting by and through its agent, Pamela Parker Clifton	38	Lege	
16	Endurance	X	The State of Texas, acting by and through its agent, Pamela Parker Clifton	47	Lege	
17	Endurance	X	The State of Texas, acting by and through its agent, Pamela Parker Clifton	22	Lege	
18	Endurance	X	The State of Texas, acting by and through its agent, Pamela Parker Clifton		Lege	
19	Endurance	X	The State of Texas, acting by and through its agent, Michelle E. Jordan	38	Lege	
20	Endurance	X	The State of Texas, acting by and through its agent, Michelle E. Jordan	47	Lege	,
	Endurance	X	The State of Texas, acting by and through its agent, Michelle E. Jordan		Lege	
	Endurance	X	The State of Texas, acting by and through its agent, Michelle E. Jordan		Lege	
	Endurance	X	The State of Texas, acting by and through its agent, James Beasley Young, III	7	Lege	
	Endurance	X	The State of Texas, acting by and through its agent, James Beasley Young, III		Lege	- 9
	Endurance	X	The State of Texas, acting by and through its agent, James Beasley Young, III		Lege	
	Endurance	X	The State of Texas, acting by and through its agent, James Beasley Young, III		Lege	
	Endurance	X	The State of Texas, acting by and through its agent, Robbin Lee Young		Lege	
	Endurance	X	The State of Texas, acting by and through its agent, Robbin Lee Young		Lege	
	Endurance	X	The State of Texas, acting by and through its agent, Robbin Lee Young		Lege	
	Endurance	k x	The State of Texas acting by and through its agent Robbin Lee Young		Lege	



Exhibit A Assignment of Miscellaneous Easements

SURFACE OWNER	EFFECTIVE DATE	AGREEMENT TYPE
The State of Texas Texas General Land Office	April 4, 2017	Miscellaneous ME20170155 Easement Pipelines
The State of Texas Texas General Land Office	July 1, 2017	Miscellaneous ME20150165 Easement Pipelines
The State of Texas Texas General Land Office	July 1, 2017	Miscellaneous ME20150164 Easement Pipelines
The State of Texas Texas General Land Office	July 1, 2015	Miscellaneous ME20150163 Easement Pipelines
The State of Texas Texas General Land Office	July 1, 2015	Miscellaneous ME20150162 Easement Road Access
The State of Texas Texas General Land Office	May 1, 2018	Miscellaneous ME20180290 Easement Pipelines
The State of Texas Texas General Land Office	December 1, 2017	Miscellaneous ME20180114 Easement Utility Line Crossing
The State of Texas Texas General Land Office	November 11, 2016	Assignment of Miscellaneous Easements ME20150162, ME20150163, ME20150164 and ME20150165

File No. MF / 1/869

Consent to Along

Date Filed: 5-1/- 2Z

George P. Bush, Commissioner

By

Legas General Land Place





P.O. Box 2267, Midland, Texas 79702 Phone: (432) 686-3600 Fax: (432) 686-3773

September 22, 2021

Texas General Land Office Attn: Carl Bonn 1700 N Congress Avenue Austin, TX 78701 MF111869 Fox for Assisn# 11082

RE:

Assignment, Bill of Sale and Conveyance

Reeves County, TX

Dear Mr. Bonn:

Per your letter dated August 31, 2021, the General Land Office was in receipt of a certified copy of an Assignment, Bill of Sale and Conveyance for Victerra Energy, LLC and Victerra Energy Interests, LLC to EOG Resources, Inc. Such document has been filed of record under document #2020 2020007296. However, as stated in your letter, filing fees in the amount of \$750.00 is still owed on the Assignment.

I am enclosing check no. 1193053518 in the amount of Seven Hundred and Fifty 00/100 Dollars (\$750.00) to cover the filing fees still due on the referenced Assignment. Should you have any questions, please contact Sherman Young, Land Advisor, at (432) 686-3791 or via email at sherman young@eogresources.com.

Sincerely,

EOG RESOURCES, INC.

vivara netrai

Viviana Beltran Land Technician (432) 247-6396

TEXAS GENERAL LAND OFFICE GEORGE P. BUSH, COMMISSIONER

August 31, 2021

Viviana Beltran, Land Tech EOG Resources PO Box 2267 Midland, TX 79702

Re: Assignment ID # 11082 - (MF111869 A-G expired), MF112396, (MF112441-Released), MF112452, MF112682 A-E, MF113664, MF117086 A&B, MF118838 A-D, (MF118841 ABC expired), MF118926 A&B, (MF118927 expired) and (MF119114 A-D expired) Reeves County

Dear Ms. Beltran:

The General Land Office received the following instrument and filed it in the appropriate files.

Assignment, Bill of Sale and Conveyance, effective July 17, 2020 from Victerra Energy, LLC and Victerra Energy Interests, LLC, Assignor's to EOG Resources, Inc., Assignee. Filed of record under document #2020 2020007296.

Filing fees in the amount of \$750.00 are still due on the referenced assignment.

Please feel free to contact me at (512) 590-9600 or email carl.bonn@glo.texas.gov if you have further questions.

Best Regards,

Carl Bonn, CPL

Mineral Leasing-Energy Resources

TEÓG RESOURCES, INC. P.O. BOX 4362 HOUSTON, TEXAS 77210-4362



CHECK No. 1193053518

VENDOR No. 062038

09/20/21

PAGE 1 OF 2

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009

-P00015 C06

TEXAS GENERAL LAND OFFICE 1700 NORTH CONGRESS AVE AUSTIN TX 78701

NO.	INVOICE NO.	INVOICE DATE	DESCRIPTION	NET AMOUNT
34604	SEP1321	09/13/21	ACQUIRED LEASEHOLD COST	750.00
			227	00758
		1		1111
			· · · · · · · · · · · · · · · · · · ·	

DETACH AND RETAIN THIS STUB FOR YOUR RECORDS.

EOG RESOURCES P.O. BOX 4362

PAY TO THE ORDER OF

EOG RESOURCES, INC. P.O. BOX 4362 HOUSTON, TEXAS 77210-4362

TÉXAS GENERAL LAND OFFICE

1700 NORTH CONGRESS AVE

AUSTIN, TX 78701

VENDOR No. 062038

62-20

No. 1193053518

22700758

09/20/21

\$\$\$\$\$\$\$\$\$\$\$750.00

NOT VALID AFTER 6 MONTHS

Seven Hundred Fifty and 00/100 Dollars

AUTHORIZED SIGNATURE

CITIBANK, N.A. ONE PENN'S WAY, NEW CASTLE, DE 19720

OPERATIONS ACCOUNT

#119305351B#





File No. MF 111869 Filling Fees County	7
Date Filed:	

PLEASE DETACH AT PERFORATION ABOVE

CIMAREX ENERGY CO 1700 LINCOLN STREET SUITE 3700 DENVER CO 80203-4518



(303) 295-3995

Check Number

0001667729

Invoice #	Inv. Date	Description	Amount	Discount	Net Amount
KREQ341032216	03/22/2016	SAWTOOTH LATERAL RPRS	3,605.00	0.00	3,605.00
			MF/119 Surf	76>	
			MEIN	201	>0
	· v		701 1117	86	6
			SINF	1)_	
				and the same of th	
		7			
					Not
					101
					0.005

Cimarex Energy Co.

600 N. Marienfeld St.

Suite 600

Midland, TX 79701

MAIN 432.571.7800



April 14, 2016

M=111986

State of Texas 1400 N. Congress Ave., Suite 840 Austin, Texas 78701-1495

389-34046

Via Certified Mail-Return Receipt Requested No.91 7199 9991 7030 2651 5380

Re:

Sawtooth Lateral Repairs/Hubbard Compressor Station Reeves County, Texas

Dear sir or madam,

Enclosed herewith is Cimarex Energy Co. check number 0001667729 in the amount of Three Thousand Six Hundred Five Dollars 00/100 (\$3,605.00) as total payment for 2,060 yards of caliche @ \$3.50 per yard for the above mentioned lands. (2,060 yards x \$3.50 = \$7,210.00 x 50% = \$3.605.00)

If you have any questions regarding this matter, please do not hesitate to contact me at the number below.

Sincerely,

CIMAREX ENERGY CO.

Maney

Tish Maney

Land Technician

432.571.7892(direct)

tmaney@cimarex.com

Date Filed: Z/26/2 Commissioner Dawn Buokingham, M.D.



Texas General Land Office Reconciliation Billing

Austin, TX 78711-2873 (800) 998-4456

8:00 - 5:00 M-F

PO Box 12873

Commissioner Dawn Buckingham, M.D.

EOG Resources, Inc.

Attn: Stephanie Toy 1111 Bagby Sky Lobby 2

Houston, TX 77002-2548

Billing Date:

5/3/2024

Billing Due Date:

6/2/2024

Customer Number: C000027065

Invoice	Mineral File	Gas Royalty	Oil Royalty	Penalty	Interest	Total Due
24I00719	MF111869	\$0.00	\$843.23	\$84.32	\$47.52	\$975.07
Total Due		\$0.00	\$843.23	\$84.32	\$47.52	\$975.07

Penalty and interest have been calculated thru 5/31/2024. Payment remitted after 5/31/2024 will result in additional penalty and interest charges.

NOTICE

- Please update GLO1 and GLO2 production reports to correct volumes.
- Please do not update GLO3 report to include billed royalty, penalty or interest. This receivable has already been recorded.

This notice does not constitute an Audit Billing Notice as defined in Section 52.135 of the Texas Natural Resources Code and, consequently, does not preclude the TGLO from conducting further examinations of these leases, time periods or issues.

Detach and return with payment

Reconciliation Billing

EOG Resources, Inc.

Billing Date: 5/3/2024

Billing Due Date: 6/2/2024

Customer Number: C000027065

Remit Payment To:

Texas General Land Office

PO Box 12873

Austin, TX 78711-2873

Invoice	Mineral File	Gas Royalty	Oil Royalty	Penalty	Interest	Total Due
24I00719	MF111869	\$0.00	\$843.23	\$84.32	\$47.52	\$975.07
Total Due		\$0.00	\$843.23	\$84.32	\$47.52	\$975.07
Amt. Paid						

Customer ID: Invoice Number: C000027065

GLO Lease:

MF111869

GLO Review: Review Period: EOG RESOURCES, INC. Sept 2022 - Aug 2023

Billing Date: 5/1/2024 P&I Calculation Date: 5/31/2024 Royalty Rate: 12.50%

Category Oil

Auditor/AE: Eric M

	cobi rorr , ing	LOLO					Royalty Rate.	12.3070						
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)	(11)	(12)	(13)	(14)	(15)
Month / Year	RRC Number	Gas/Oil Volume	Tract Participation Rate	Price	BTU	Gross Value	Royalty Due		Additional Royalty Due			From Additional	Interest Rate From Additional Royalty2	Revenue Due
Oct-22	2 08-291416	74	1	\$91.160	1	\$6,745.84	\$843.23	\$0.00	\$843.23	543	4.25%	\$84.32	\$47.52	\$975.07
TOTALS		74				\$6,745.84	\$843.23	\$0.00	\$843.23			\$84.32	\$47.52	\$975.07

COMMENTS:

BILLING IS FOR UNDERREPORTED VOLUMES FOR RRC ID:

08-291416

08-191418

08-291437

COLUMN (3)

UNDERERPORTED VOLUMES REPORTED TO THE GLO VERSUS VOLUMES REPORTED TO THE RRC AVERAGE PRICE AND BTU REPORTED TO THE GLO ON THE GLO 1'S

COLUMNS (5) & (6)

AVERAGE PRICE AND BTU REPORTED TO THE GLO ON THE GLO 1'S

COLUMNS (12),(13),(14)

AVERAGE PRICE AND BTU REPORTED TO THE GLO ON THE GLO 1'S

COLUMNS (12),(13),(14)

PLEASE GO TO THIS WEB SITE FOR EXPLANATION OF PENALTY AND INTEREST ASSESSMENTS:

http://www.glo.texas.gov/energy-business/oil-gas/rrac/forms/penalty-interest-assessment-rules.pdf

FOR QUESTIONS REGARDING THIS INVOICE PLEASE E-MAIL: eric.martinez@glo.texas.gov

NOTE 1:

EMAIL:

PAYMENT OF THIS INVOICE MAY BE MADE BY CHECK OR ACH DEBIT.
PLEASE REMIT PAYMENT OF THIS INVOICE SEPARATELY FROM REGULAR ROYALTY PAYMENTS.
WHEN PAYMENT IS REMITTED, PLEASE SEND AN EMAIL TO: account.services@glo.texas.gov

NOTING YOUR COMPANY NAME, CUSTOMER ID, INVOICE NUMBER(S) AND AMOUNT OF PAYMENT.

Kaitlyn Marr

kaitlyn marr@eogresources.com

RRAC EOG RESOURCES INC(Admin) Stephanie Toy@eogresources.com

File No. MF	11/869	
		County
Recon K	sell in	
Date Filed:	6/4/	2024
Commission	er Dawn Buckir	igham, M.D.
Bv:		VD.