



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

PARTIAL RELEASE

Sec. 1, Blk. 55

Leasing: PR
Analyst: PR
Maps: VA
GIS: MC

State Lease	Control	Base File	County
MF111869	07-103378	117933	REEVES
MF111869	07-103396	117556	REEVES
MF111869	07-103412	117497	REEVES
MF111869	07-103458	104184	REEVES

Survey	PUBLIC SCHOOL LAND		
Block	53* 55		
Block Name			
Township			
Section/Tract	22, 27, 34, 38, 46, 47, 48, 1		
Land Part			
Part Description			
Acres	4445.7		
Depth Below	Depth Above	Depth Other	
		See Lease	
Name	LEGEND NATURAL GAS IV, LP		
Lease Date	9/1/2010		
Primary Term	5 yrs		
Bonus (\$)	\$0.00		
Rental (\$)	\$0.00		
Lease Royalty	0.1250		

MF111869

ATTENTION FILE USERS!
This file has been placed in table
of contents order.
RETURN TO VAULT WITH
DOCUMENTS IN ORDER!

CONTENTS OF FILE NO. MF- 111869

1. Letter + fee	8/30/10	(27)	31. Notice of Reestablished Production 8:30-16
2. BPH Review	9/2/10		32. Assign ID # 9849
3. Letter, bonus, + fee	10/8/10		From: Nadel & Guss To: Endurance 10/19/16
4. Letter, bonus, + fee	11/4/10		scanned PT 10-25-16
5. (7) Leases	11/4/10		(29) Assign ID # 10135
6. PIO letter	11/22/10		Endurance (to) Atlantic 1/9/17
7-12 Leases A - F	11/4/10		scanned PT 1-11-17
13 Lease G	10/8/10		30. Partial Release (Sec. 1) 03/22/17
scanned PJC 4-17-13			31. Ltr + fees 03/22/17
14. Rentals - Lease A - 4th & 5th years 08/29/2013			32. Notice of intent to begin 5/8/17
15. Rentals - Lease B - 4th & 5th years 08/29/2013			drilling and completion of
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			unit 8316.
19. Rentals - Lease F - 4th & 5th years 08/29/2013			33. Ltr. From Atlantic 5/11/17
20. Rentals - Lease G - 4th & 5th years 08/29/2013			34. Ltr. to Atlantic 5/16/17
scanned DOX 10-21-13			35. Pooling Agmt. Packet # 8316
See MF 111132 #11 for Assignment #8672			State Gateway 37-48 Unit 5/16/17
scanned PT 7-9-14			scanned PT 6-1-2017
See MF 111132 #13 For Assignment #8979			36. Assign #10374 Atlantic
scanned PT 8-1-14			(to) North Reeves 9-7-17
See MF 111132 #15 For Assignment #9188			scanned W 9-15-2017
See MF 056135 #114			37. Drilling Permit for AP1389-36304 9/27/17
for Assn# 9347 7-2-15			38. Compl. Rpt. AP1389-35427 9/28/17
scanned PT 2-4-16			39. Drilling Permit 389-36150 Unit 8693 9/28/17
21. Division Order 3-30-16			40. Drilling Permit 389-35747 Unit 8316 9/28/17
scanned PT 4-1-16			scanned PT 9-28-2017
22. Division Order 4-19-16			41. Cat of Fact 11/15/17
23. EMailg 7-15-16			42. Assign #10471 Atlantic
24. Money "			(to) North Reeves 11-30-17
25. Agreement "			scanned PT 1-4-2018
(26) 30. Notice of Cessation of Production 8:30-16			43. Ltr. From Atlantic 2/2/18

CONTENTS OF FILE NO. MF- 111869

44. Commingling Denial 2/6/2018 <i>scanned</i> <i>pt</i> 2-6-2018	61. Recon Billing 6/4/2024 <i>Scanned</i> <i>sm</i> 06/07/2024
45. Assign #10546 Crown (to) Atlantic 3-5-18	
46. Assign #10547 Crump (to) Atlantic 3-5-18	
47. Assign #10548 Nadel & burman (to) Atlantic 3-5-18 <i>scanned</i> <i>pt</i> 3-8-2018	
48. Commingling Approval 5/22/2018 <i>scanned</i> <i>pt</i> 5-31-2018	
49. completion Report API 389-35747 389-35747 6/14/18 <i>scanned</i> <i>pt</i> 7-2-2018	
50. Recon Billing 8/1/18	
51. Continuous Drilling timeline 9/20/18	
52. Permit 389-36150 (Unit 8103) Cancelled 9/20/18 <i>scanned</i> <i>pt</i> 9-24-2018	
53. Ltr. From Atlantic 10/30/18	
54. Recorded State gateway Unit 10/30/18 <i>scanned</i> <i>pt</i> 11-2-2018	
55. Notice of Operations API 389-36304 11/11/19 <i>scanned</i> <i>pt</i> 2-7-2019	
56. Assign #11082 (to) EOG Victerra (to) Victerra Energy 9-23-21	
57. Dmg Pmt 10/26/21	
58. Consent to Assign 5-11-22 <i>scanned</i> <i>WM</i> 2-22-2023	
59. Filing Fee 4-19-23 <i>scanned</i> <i>pt</i> 4-20-2023	
60. Surface Drilling 2/26/24 <i>scanned</i> <i>WM</i> 2-29-2024	

CLAY JOHNSON

General Land Office - State of Texas

8/25/2010,

13699

100.00

X

✓

10711067

121

100.00

FIRST NATIONAL CH Approval Fee - McCamey

100.00

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:

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.

Respectfully,

M. Kay Brasuel

Mary Kay Brasuel

Enclosures:

~~Nothing for Sec. 22, blk. 53~~

01-05-8

1.

File No. MF 111869
Letter fee
Date Filed: 8/30/90
Jerry Patterson, Commissioner
By [Signature]

RAL REVIEW SHEET

Transaction # 6922
Lessor: McCamey Farm & Ranch, LP
Lessee: Legend Natural Gas IV, LP

Geologist: R. Widmayer

Lease Date: 9/1/2010 **UT** ☐

Gross Acres: 4445.7

Net Acres: 740.95

LEASE DESCRIPTION

County	PIN#	Base File No	Part	Sec.	Block	Twp	Survey	Abst#
REEVES	07-103378	117933	ALL	22	53	00	PUBLIC SCHOOL LAND	3570
REEVES	07-103396	117556	N/2 & SW/4	27	53	00	PUBLIC SCHOOL LAND	3568
REEVES	07-103412	117497	ALL	34	53	00	PUBLIC SCHOOL LAND	3567
REEVES	07-103458	104184	ALL	38	53	00	PUBLIC SCHOOL LAND	2981
REEVES	07-103467	99541	ALL	46	53	00	PUBLIC SCHOOL LAND	2657

TERMS OFFERED

Primary Term: 5 years
Bonus/Acre: \$750.00
Rental/Acre: \$1.00
Royalty: 1/4

TERMS RECOMMENDED

Primary Term: 5 years
Bonus/Acre: \$750.00
Rental/Acre: \$1.00
Royalty: 1/4

07-103476
 07-103485

47 S3 N/2, SW/4, W/2 SE/4
 48 S3 N/2, SE/4, E/2 SW/4

Block 55
 Section 1
 NW/4,
 N/2 SW/4,
 SW/4 SW/4

07-103500,

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. 4th year rental will be \$750.00 per acre and will pay up the 5th year.

Approved: TH 9/2/10

RELINQUISHMENT ACT LEASE APPLICATION

Texas General Land Office

Jerry Patterson, Commissioner

TO: Jerry Patterson, Commissioner
Larry Laine, Chief Clerk
Bill Warnick, General Counsel
Louis Renaud, Deputy Commissioner

DATE: 02-Sep-10

FROM: Robert Hatter, Director of Mineral Leasing
Tracey Throckmorton, Geoscience Manager

Applicant:	Legend Natural Gas IV, LP	County:	REEVES
Prim. Term:	5 years	Bonus/Acre	\$750.00
Royalty:	1/4	Rental/Acre	\$1.00

Consideration

Recommended: *m* Date: 9/2/10

Not Recommended: _____

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

✓ Lease Form

Recommended: *RJA* Date: 9/3/10

Not Recommended: _____

Comments:

Louis Renaud, Deputy Commissioner Date: 9-10-10

Recommended: *CCR*

Not Recommended: _____

Bill Warnick, General Counsel Date: 9/13/10

Recommended: *WTD*

Not Recommended: _____

Larry Laine, Chief Clerk Date: 9/14/10

Approved: *DL*

Not Approved: _____

Jerry Patterson, Commissioner Date: 9/14/10

Approved: *Jerry E. Patterson*

Not Approved: _____

2.

File No. MF 111869

SAL Review

Date Filed: 9/2/10

Jerry Patterson, Commissioner

By [Signature]

Legend Natural Gas IV, LP , .

410 W. Grand Parkway South, Suite 400 • Katy, TX 77494 • (281) 644-5900

CHECK NO.

001604

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

✓

121

CLAY JOHNSON

General Land Office - State of Texas

10/4/2010

13806

25.00

X

121

11701366

FIRST NATIONAL CH Filing fee - McCamey Ranch

25.00

CLAY JOHNSON

General Land Office - State of Texas

10/4/2010

13806

25.00

✓

FIRST NATIONAL CH Filing fee - McCamey Ranch

25.00

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
Reaves

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:

- 1) 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, LP check no. 1604 in the amount of \$278,597.20, as payment for the State's 1/12 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

3.

File No. MF111869

Letter, bonus, + fee

Date Filed: 10/8/10

Jerry Patterson, Commissioner

By 

10. 0.10



CLAY JOHNSON

General Land Office - State of Texas

11/1/2010

13876

3.76



11702122

FIRST NATIONAL CH McCamey additional bonus

074 77

121
X 3.76

CLAY JOHNSON

General Land Office - State of Texas

11/1/2010

13877

150.00



11702123

FIRST NATIONAL CH McCamey filing fee

074 11

121
X 150.00

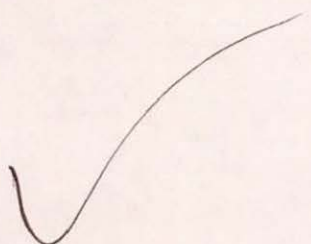
Legend Natural Gas IV, LP

410 W. Grand Parkway South, Suite 400 • Katy, TX 77494 • (281) 644-5900

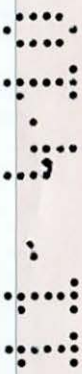
CHECK NO.

001666

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

X 121 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:

- MF111867A 1) 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.
- MF111867B 2) 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.
- MF111867E 3) 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.
- MF111867F 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.
- MF111867C 5) 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.

014 11

0.*

0.*

.....-P

.....+P

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.*

~~1,392,989.76+~~

~~13,929.86-~~

~~1,379,059.90*+~~

0.*

pd 1,392,986.00+

due 1,392,989.76-

- 2nd ck 3.76*+

- MF 11/18/10
6) 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. K. Brasuel

Mary Kay Brasuel

File No. MF111869

4.

Letter, bonus, & fee

Date Filed: 11/4/10

Gerry Patterson, Commissioner

By [Signature]

5
3
5

TEXAS



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

Stephen F. Austin Building • 1700 North Congress Avenue • Austin, Texas 78701-1495

Post Office Box 12873 • Austin, Texas 78711-2873

512-463-5001 • 800-998-4GLO

www.glo.state.tx.us

6.

File No. MF 111869

gto letter

Date Filed: 11/22/10

Jerry Patterson, Commissioner

By JP

MF 111869A

65976

General Land Office
Relinquishment Act Lease Form
Revised, September 1997

Paid-Up
OIL AND GAS LEASE

THIS AGREEMENT is made and entered into this 1st day of September, 2010, between the State of Texas, acting by and through its agent, PAMELA PARKER CLIFTON, dealing in her sole and separate property of P.O. Box 590, Lampasas, Texas 76550 said agent
(Give Permanent Address)

herein referred to as the owner of the soil (whether one or more), and LEGEND NATURAL GAS IV, LP of 410 W. Grand Parkway South, Suite 400
Katy, Texas 77494
(Give Permanent Address)

hereinafter called Lessee.

1. GRANTING CLAUSE For and in consideration of the amounts stated below and of the covenants and agreements to be paid, kept and performed by Lessee under this lease, the State of Texas acting by and through the owner of the soil, hereby grants, leases and lets unto Lessee, for the sole and only purpose of prospecting and drilling for and producing oil and gas, laying pipe lines, building tanks, storing oil and building power Stations, telephone lines and other Structures thereon, to produce, save, take care of, treat and transport said products of the lease, the following lands situated in Culberson County, State of Texas, to-wit:

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

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 State of Texas: Five Hundred Fifty-seven Thousand One Hundred Ninety-four and 40/100-----
Dollars (\$ 557,194.40)

To the owner of the soil: Five Hundred Fifty-seven Thousand One Hundred Ninety-four and 40/100-----
Dollars (\$ 557,194.40)

Total bonus consideration: One Million One Hundred Fourteen Thousand Three Hundred Eighty-eight and 80/100---
Dollars (\$ 1,114,388.80)

The total bonus consideration paid represents a bonus of Seven Hundred Fifty-two and No/100-----
Dollars (\$ 752.00) per acre, on 1,481.90 net acres.

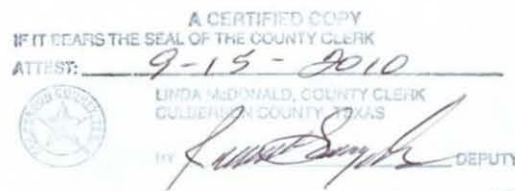
2. TERM. Subject to the other provisions in this lease, this lease shall be for a term of Five (5) years from this date (herein called primary term") and as long thereafter as oil and gas, or either of them, is produced in paying quantities from said land. As used in this lease, the term "produced in paying quantities" means that the receipts from the sale or other authorized commercial use of the substance(s) covered exceed out of pocket operational expenses for the six months last past.

3. DELAY RENTALS. If no well is commenced on the leased premises on or before one (1) year from this date, this lease shall terminate, unless on or before such anniversary date Lessee shall pay or tender to the owner of the soil or to his credit in the Pay direct to Lessor at the above address Bank, at, or its successors (which shall continue as the depository regardless of changes in the ownership of said land), the amount specified below; in addition, Lessee shall pay or tender to the COMMISSIONER OF THE GENERAL LAND OFFICE OF THE STATE OF TEXAS, AT AUSTIN, TEXAS, a like sum on or before said date. Payments under this paragraph shall operate as a rental and shall cover the privilege of deferring the commencement of a well for one (1) year from said date. Payments under this paragraph shall be in the following amounts:

To the owner of the soil: see Paragraphs 2 and 4 of the attached Exhibit "A" for amended Delay Rental Provision
Dollars (\$)

To the State of Texas: see Paragraphs 2 and 4 of the attached Exhibit "A" for amended Delay Rental Provision
Dollars (\$)

Total Rental: see Paragraphs 2 and 4 of the attached Exhibit "A" for amended Delay Rental Provision
Dollars (\$)



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.

A CERTIFIED COPY
IF IT BEARS THE SEAL OF THE COUNTY CLERK
ATTEST: 9-15-2010
LINDA McDONALD, COUNTY CLERK
DALLAS COUNTY, TEXAS
BY: [Signature] DEPUTY

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.

014 . 11

A CERTIFIED COPY
IF IT BEARS THE SEAL OF THE COUNTY CLERK
ATTEST: 9-15-2010
LINDA MACDONALD, COUNTY CLERK
CULBERTSON COUNTY, TEXAS
BY [Signature] DEPUTY

(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.

11. 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.

07.4 .11

- 5 -

A CERTIFIED COPY
OF THE ORIGINAL OF THE COUNTY CLERK

FILED 9-15-2010

BY *[Signature]* DEPUTY

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

IF IT BEARS THE SEAL OF THE COUNTY CLERK

ATTEST: 9-15-2010



Deputy

DEPUTY

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.

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.**

36. **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 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.

40. See attached Exhibit "A" for additional provisions.

LEGEND NATURAL GAS IV, LP

Carl Wimberley
Carl Wimberley, Vice President
Date: 9/8/2010

STATE OF TEXAS

BY: Pamela Parker Clifton
Individually and as agent for the State of Texas
Pamela Parker Clifton, dealing in her sole and separate property

DATE: 9-1-2010

STATE OF TEXAS

BY: _____
Individually and as agent for the State of Texas

DATE: _____

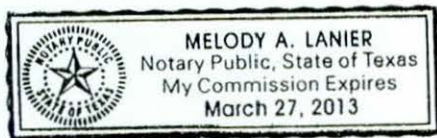
STATE OF TEXAS

(CORPORATE ACKNOWLEDGMENT)

COUNTY OF HARRIS

BEFORE ME, the undersigned authority, on this day personally appeared Carl Wimberley known to me to be the person whose name is subscribed to the foregoing instrument, as Vice President of Legend Natural Gas IV, LP, a Delaware limited partnership, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity stated, and as the act and deed of said partnership.

Given under my hand and seal of office this the 8th day of September, 2010.



Melody A. Lanier
Notary Public in and for the State of TEXAS

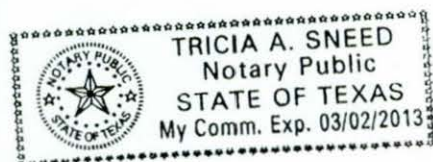
STATE OF TEXAS

(INDIVIDUAL ACKNOWLEDGMENT)

COUNTY OF Lampasas

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 1 day of Sept, 2010.



Tricia A. Sneed
Notary Public in and for the State of TEXAS

A CERTIFIED COPY
OF THIS INSTRUMENT
FILED IN THE OFFICE OF THE COUNTY CLERK
ON: 9-15-2010
BY: [Signature]

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

To the State of Texas: \$556,453.45



ATTEST: I, _____, A Notary Public in and for the State of Texas, do hereby certify that the foregoing is a true and correct copy of the original as the same was presented to me for recording.
NOTARY PUBLIC
9-15-2010
[Signature]

File No. 111869

Lease A

Date Filed: 11/4/10

Jerry E. Patterson, Commissioner

By 64

THE STATE OF TEXAS

COUNTY OF CULBERSON I, Linda McDonald, Clerk of the County Court in
for said County and State, do hereby certify that the foregoing is a true and
correct copy of Oil Lease dated 9-8-2010

2010 filed for record in my office this 15 day of Sept.
at 2:10 P. M. under Clerk's File No. 65974 in the
Records of Culberson Co.

Page 1

Tested and sealed at Van Horn this 15

day of Sept. 2010

by Linda McDonald Deputy
LINDA McDONALD, COUNTY CL
CULBERSON COUNTY, TEXAS

11.4.10

MF 111869B

#65972

Paid-Up
OIL AND GAS LEASE

THIS AGREEMENT is made and entered into this 1st day of September, 2010, between the State of Texas, acting by and through its agent, J. LOYD PARKER, III, dealing in his sole and separate property of 808 Jacaranda Way, Lahaina, Hawaii 96761 said agent
(Give Permanent Address)

herein referred to as the owner of the soil (whether one or more), and LEGEND NATURAL GAS IV, LP
of 410 W. Grand Parkway South, Suite 400
Katy, Texas 77494
(Give Permanent Address)

hereinafter called Lessee.

1. GRANTING CLAUSE For and in consideration of the amounts stated below and of the covenants and agreements to be paid, kept and performed by Lessee under this lease, the State of Texas acting by and through the owner of the soil, hereby grants, leases and lets unto Lessee, for the sole and only purpose of prospecting and drilling for and producing oil and gas, laying pipe lines, building tanks, storing oil and building power Stations, telephone lines and other Structures thereon, to produce, save, take care of, treat and transport said products of the lease, the following lands situated in Culberson County, State of Texas, to-wit:

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

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 State of Texas: Three Hundred Forty-eight Thousand Two Hundred Forty-seven and 44/100-----
Dollars (\$ 348,247.44)

To the owner of the soil: Three Hundred Forty-eight Thousand Two Hundred Forty-seven and 44/100-----
Dollars (\$ 348,247.44)

Total bonus consideration: Six Hundred Ninety-six Thousand Four Hundred Ninety-four and 88/100-----
Dollars (\$ 696,494.88)

The total bonus consideration paid represents a bonus of Seven Hundred Fifty-two and No/100-----
Dollars (\$ 752.00) per acre, on 926.19 net acres.

2. TERM. Subject to the other provisions in this lease, this lease shall be for a term of Five (5) years from this date (herein called primary term") and as long thereafter as oil and gas, or either of them, is produced in paying quantities from said land. As used in this lease, the term "produced in paying quantities" means that the receipts from the sale or other authorized commercial use of the substance(s) covered exceed out of pocket operational expenses for the six months last past.

3. DELAY RENTALS. If no well is commenced on the leased premises on or before one (1) year from this date, this lease shall terminate, unless on or before such anniversary date Lessee shall pay or tender to the owner of the soil or to his credit in the Pay direct to Lessor at the above address Bank, at _____, or its successors (which shall continue as the depository regardless of changes in the ownership of said land), the amount specified below; in addition, Lessee shall pay or tender to the COMMISSIONER OF THE GENERAL LAND OFFICE OF THE STATE OF TEXAS, AT AUSTIN, TEXAS, a like sum on or before said date. Payments under this paragraph shall operate as a rental and shall cover the privilege of deferring the commencement of a well for one (1) year from said date. Payments under this paragraph shall be in the following amounts:

To the owner of the soil: see Paragraphs 2 and 4 of the attached Exhibit "A" for amended Delay Rental Provision
Dollars (\$ _____)

To the State of Texas: see Paragraphs 2 and 4 of the attached Exhibit "A" for amended Delay Rental Provision
Dollars (\$ _____)

Total Rental: see Paragraphs 2 and 4 of the attached Exhibit "A" for amended Delay Rental Provision
Dollars (\$ _____)

A CERTIFIED COPY
IF IT BEARS THE SEAL OF THE COUNTY CLERK
9-15-2010
Randy S. Smith, COUNTY CLERK

074 11

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.

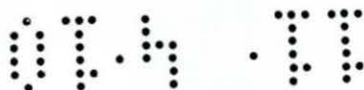
8. **PLANT FUEL AND RECYCLED GAS.** No royalty shall be payable on any gas as may represent this lease's proportionate share of any fuel used to process gas produced hereunder in any processing plant. Notwithstanding any other provision of this lease, and subject to the written consent of the owner of 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.

11. 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.

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.

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.**

36. **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 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.

40. See attached Exhibit "A" for additional provisions.

LEGEND NATURAL GAS IV, LP

Carl Wimberley
Carl Wimberley, Vice President

Date: _____

STATE OF TEXAS

BY: J. Loyd Parker III
Individually and as agent for the State of Texas
J. Loyd Parker, III, dealing in his sole and separate property

DATE: 9/2/2010

STATE OF TEXAS

BY: _____
Individually and as agent for the State of Texas

DATE: _____

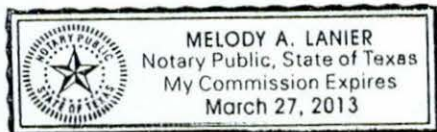
STATE OF TEXAS

(CORPORATE ACKNOWLEDGMENT)

COUNTY OF HARRIS

BEFORE ME, the undersigned authority, on this day personally appeared Carl Wimberley known to me to be the person whose name is subscribed to the foregoing instrument, as Vice President of Legend Natural Gas IV, LP, a Delaware limited partnership, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity stated, and as the act and deed of said partnership.

Given under my hand and seal of office this 8th day of September, 2010.



Melody A. Lanier
Notary Public in and for the State of TEXAS

STATE OF HAWAII

(INDIVIDUAL ACKNOWLEDGMENT)

COUNTY OF Mau

Before me, the undersigned authority, on this day personally appeared J. Loyd Parker, III, dealing in his 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 2nd day of September, 2010.



[Signature]
Notary Public in and for the State of HAWAII

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.

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

To the State of Texas: \$347,784.35

9
File No. 111869
Lease B
Date Filed: 11/4/10
Jerry E. Patterson, Commissioner
By GH

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 Unit Gas Lease dated 9-2-2010

filed for record in my office this 15 day of Sept.
2010 at 2:10 P. M., under Clerk's File No. 65972 to be recorded in the Oil & Gas Records of Culberson County, Texas.

TO CERTIFY WHICH, Witness my hand and seal at Van Horn this 15 day of Sept 2010

By Linda McDonald Deputy Linda McDonald, COUNTY CLERK,
CULBERSON COUNTY, TEXAS

111869

MF 111869C

65974

General Land Office
Relinquishment Act Lease Form
Revised, September 1997

Paid-Up
OIL AND GAS LEASE

THIS AGREEMENT is made and entered into this 1st day of September, 2010, between the State of Texas, acting by and through its agent, **JAMES BEASLEY YOUNG, III**, dealing in his sole and separate property
of 8261 Northwoods Court, Columbus, Ohio 43235 said agent
(Give Permanent Address)

herein referred to as the owner of the soil (whether one or more), and **LEGEND NATURAL GAS IV, LP**
of 410 W. Grand Parkway South, Suite 400
Katy, Texas 77494
(Give Permanent Address)

hereinafter called Lessee.

1. **GRANTING CLAUSE** For and in consideration of the amounts stated below and of the covenants and agreements to be paid, kept and performed by Lessee under this lease, the State of Texas acting by and through the owner of the soil, hereby grants, leases and lets unto Lessee, for the sole and only purpose of prospecting and drilling for and producing oil and gas, laying pipe lines, building tanks, storing oil and building power Stations, telephone lines and other Structures thereon, to produce, save, take care of, treat and transport said products of the lease, the following lands situated in Culberson County, State of Texas, to-wit:

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

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 State of Texas: One Hundred Thirty-nine Thousand Two Hundred Ninety-eight and 60/100-----
Dollars (\$ 139,298.60)

To the owner of the soil: One Hundred Thirty-nine Thousand Two Hundred Ninety-eight and 60/100-----
Dollars (\$ 139,298.60)

Total bonus consideration: Two Hundred Seventy-eight Thousand Five Hundred Ninety-seven and 20/100-----
Dollars (\$ 278,597.20)

The total bonus consideration paid represents a bonus of Seven Hundred Fifty-two and No/100-----
Dollars (\$ 752.00) per acre, on 370.475 net acres.

2. **TERM.** Subject to the other provisions in this lease, this lease shall be for a term of Five (5) years from this date (herein called primary term") and as long thereafter as oil and gas, or either of them, is produced in paying quantities from said land. As used in this lease, the term "produced in paying quantities" means that the receipts from the sale or other authorized commercial use of the substance(s) covered exceed out of pocket operational expenses for the six months last past.

3. **DELAY RENTALS.** If no well is commenced on the leased premises on or before one (1) year from this date, this lease shall terminate, unless on or before such anniversary date Lessee shall pay or tender to the owner of the soil or to his credit in the Pay direct to Lessor at the above address Bank, at, or its successors (which shall continue as the depository regardless of changes in the ownership of said land), the amount specified below; in addition, Lessee shall pay or tender to the COMMISSIONER OF THE GENERAL LAND OFFICE OF THE STATE OF TEXAS, AT AUSTIN, TEXAS, a like sum on or before said date. Payments under this paragraph shall operate as a rental and shall cover the privilege of deferring the commencement of a well for one (1) year from said date. Payments under this paragraph shall be in the following amounts:

To the owner of the soil: see Paragraphs 2 and 4 of the attached Exhibit "A" for amended Delay Rental Provision
Dollars (\$)

To the State of Texas: see Paragraphs 2 and 4 of the attached Exhibit "A" for amended Delay Rental Provision
Dollars (\$)

Total Rental: see Paragraphs 2 and 4 of the attached Exhibit "A" for amended Delay Rental Provision
Dollars (\$)

A CERTIFIED COPY
WITNESSES THE SEAL OF THE COUNTY CLERK
DATE: 9-15-2010
CLERK: [Signature]

074 11

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.

11. 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.

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 1, 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.**

36. **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 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.

40. See attached Exhibit "A" for additional provisions.

LEGEND NATURAL GAS IV, LP

Carl Wimberley
Carl Wimberley, Vice President
Date: 9/8/2010

STATE OF TEXAS

BY: James Beasley Young III
Individually and as agent for the State of Texas
James Beasley Young, III, dealing in his sole and separate property
DATE: 9/2/10

STATE OF TEXAS

BY: _____
Individually and as agent for the State of Texas
DATE: _____

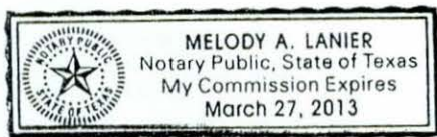
STATE OF TEXAS

COUNTY OF HARRIS

(CORPORATE ACKNOWLEDGMENT)

BEFORE ME, the undersigned authority, on this day personally appeared Carl Wimberley known to me to be the person whose name is subscribed to the foregoing instrument, as Vice President of Legend Natural Gas IV, LP, a Delaware limited partnership, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity stated, and as the act and deed of said partnership.

Given under my hand and seal of office this the 8th day of September, 2010.



Melody A. Lanier
Notary Public in and for the State of TEXAS

STATE OF OHIO

COUNTY OF Franklin

(INDIVIDUAL ACKNOWLEDGMENT)

Before me, the undersigned authority, on this day personally appeared JAMES BEASLEY YOUNG, III, dealing in his 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 2nd day of September, 2010.



Samantha Cormican
Samantha Cormican
Notary Public, State of Ohio
My Comm. Expires June 13, 2015

Samantha Cormican
Notary 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 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.

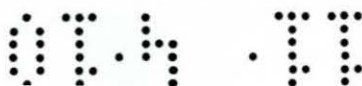
4. The rentals for the 1st anniversary date and for the 2nd anniversary date have been pre-paid with the bonus for this lease and no additional payments for the 1st anniversary date and for the 2nd anniversary date are due and payable. The total payment to the State and to the owner of the soil is \$752.00 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 \$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. 111869Date Filed: 11/4/10

Jerry E. Patterson, Commissioner

By G-H

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 Abstract dated 8-8-2010
 filed for record in my office this 15 day of Sept.
2010, at 2:10 P. M., under Clerk's File No. 65974 to be
 recorded in the Oil & Gas Records of Culberson County,
 Texas.

TO CERTIFY WHICH, Witness my hand and seal at Van Horn this 15
 day of Sept. 2010

By Linda McDonald, Deputy LINDA McDONALD, COUNTY CLERK
 CULBERSON COUNTY, TEXAS

11. 4. 10

Paid-Up
OIL AND GAS LEASE

THIS AGREEMENT is made and entered into this 1st day of September, 2010, between the State of Texas, acting by and through its agent, **ROBBIN LEE YOUNG**, dealing in his sole and separate property
of 1327 Clairborne Lane, Aledo, Texas 76008 said agent
(Give Permanent Address)

herein referred to as the owner of the soil (whether one or more), and **LEGEND NATURAL GAS IV, LP**
of 410 W. Grand Parkway South, Suite 400
Katy, Texas 77494
(Give Permanent Address)

hereinafter called Lessee.

1. GRANTING CLAUSE For and in consideration of the amounts stated below and of the covenants and agreements to be paid, kept and performed by Lessee under this lease, the State of Texas acting by and through the owner of the soil, hereby grants, leases and lets unto Lessee, for the sole and only purpose of prospecting and drilling for and producing oil and gas, laying pipe lines, building tanks, storing oil and building power Stations, telephone lines and other Structures thereon, to produce, save, take care of, treat and transport said products of the lease, the following lands situated in Culberson County, State of Texas, to-wit:

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

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 State of Texas: One Hundred Thirty-nine Thousand Two Hundred Ninety-eight and 60/100-----
Dollars (\$ 139,298.60)

To the owner of the soil: One Hundred Thirty-nine Thousand Two Hundred Ninety-eight and 60/100-----
Dollars (\$ 139,298.60)

Total bonus consideration: Two Hundred Seventy-eight Thousand Five Hundred Ninety-seven and 20/100-----
Dollars (\$ 278,597.20)

The total bonus consideration paid represents a bonus of Seven Hundred Fifty-two and No/100-----
Dollars (\$ 752.00) per acre, on 370.475 net acres.

2. TERM. Subject to the other provisions in this lease, this lease shall be for a term of Five (5) years from this date (herein called primary term") and as long thereafter as oil and gas, or either of them, is produced in paying quantities from said land. As used in this lease, the term "produced in paying quantities" means that the receipts from the sale or other authorized commercial use of the substance(s) covered exceed out of pocket operational expenses for the six months last past.

3. DELAY RENTALS. If no well is commenced on the leased premises on or before one (1) year from this date, this lease shall terminate, unless on or before such anniversary date Lessee shall pay or tender to the owner of the soil or to his credit in the Pay direct to Lessor at the above address Bank, at, or its successors (which shall continue as the depository regardless of changes in the ownership of said land), the amount specified below; in addition, Lessee shall pay or tender to the COMMISSIONER OF THE GENERAL LAND OFFICE OF THE STATE OF TEXAS, AT AUSTIN, TEXAS, a like sum on or before said date. Payments under this paragraph shall operate as a rental and shall cover the privilege of deferring the commencement of a well for one (1) year from said date. Payments under this paragraph shall be in the following amounts:

To the owner of the soil: see Paragraphs 2 and 4 of the attached Exhibit "A" for amended Delay Rental Provision
Dollars (\$)

To the State of Texas: see Paragraphs 2 and 4 of the attached Exhibit "A" for amended Delay Rental Provision
Dollars (\$)

Total Rental: see Paragraphs 2 and 4 of the attached Exhibit "A" for amended Delay Rental Provision
Dollars (\$)

A CERTIFIED COPY
OF THIS LEASE IS FILED IN THE
OFFICE OF THE COUNTY CLERK
ON 9-15-2010
AT 9:15 AM
BY [Signature]

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.

11. 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.

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.

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.**

36. **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 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.

40. See attached Exhibit "A" for additional provisions.

LEGEND NATURAL GAS IV, LP

Carl Wimberley
Carl Wimberley, Vice President
Date: 9/8/2010

STATE OF TEXAS

BY: Robbin Lee Young
Individually and as agent for the State of Texas
Robbin Lee Young, dealing in his sole and separate property
DATE: 9/2/10

STATE OF TEXAS

BY: _____
Individually and as agent for the State of Texas
DATE: _____

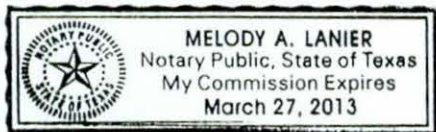
STATE OF TEXAS

COUNTY OF HARRIS

(CORPORATE ACKNOWLEDGMENT)

BEFORE ME, the undersigned authority, on this day personally appeared Carl Wimberley known to me to be the person whose name is subscribed to the foregoing instrument, as Vice President of Legend Natural Gas IV, LP, a Delaware limited partnership, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity stated, and as the act and deed of said partnership.

Given under my hand and seal of office this the 8th day of September, 2010.



Melody A. Lanier
Notary Public in and for the State of TEXAS

STATE OF TEXAS

COUNTY OF Tarrant

(INDIVIDUAL ACKNOWLEDGMENT)

Before me, the undersigned authority, on this day personally appeared ROBBIN LEE YOUNG, dealing in his 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 2nd day of September, 2010.

Stacy Dickerson
Notary Public in and for the State of TEXAS

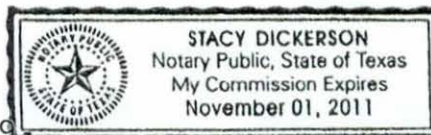


EXHIBIT "A"

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.

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

07.4.11

File No. 111869

Lease D

Date Filed: 11/4/10

Jerry E. Patterson, Commissioner

By Git

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 Oil Gas Lease dated 9-8-2010

2010 filed for record in my office this 15 day of Sept at 8:10 P. M., under Clerk's File No. 65975 to be recorded in the Oil Gas Records of Culberson County, Texas.

TO CERTIFY WHICH, Witness my hand and seal at Van Horn this 15 day of Sept, 2010

By Linda McDonald Deputy LINDA McDONALD, COUNTY CLERK
CULBERSON COUNTY, TEXAS

11. 4. 10

Paid-Up
OIL AND GAS LEASE

MF 111869E # 65973

THIS AGREEMENT is made and entered into this 1st day of September, 2010, between the State of Texas, acting by and through its agent, **ALLISON RENEE PARKER**, a single woman
of 808 Jacaranda Way, Lahaina, Hawaii 96761 said agent
(Give Permanent Address)

herein referred to as the owner of the soil (whether one or more), and **LEGEND NATURAL GAS IV, LP**
of 410 W. Grand Parkway South, Suite 400
Katy, Texas 77494
(Give Permanent Address)

hereinafter called Lessee.

1. GRANTING CLAUSE For and in consideration of the amounts stated below and of the covenants and agreements to be paid, kept and performed by Lessee under this lease, the State of Texas acting by and through the owner of the soil, hereby grants, leases and lets unto Lessee, for the sole and only purpose of prospecting and drilling for and producing oil and gas, laying pipe lines, building tanks, storing oil and building power Stations, telephone lines and other Structures thereon, to produce, save, take care of, treat and transport said products of the lease, the following lands situated in Culberson County, State of Texas, to-wit:

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

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 State of Texas: One Hundred Four Thousand Four Hundred Seventy-five and 36/100-----
Dollars (\$ 104,475.36)

To the owner of the soil: One Hundred Four Thousand Four Hundred Seventy-five and 36/100-----
Dollars (\$ 104,475.36)

Total bonus consideration: Two Hundred Eight Thousand Nine Hundred Fifty and 72/100-----
Dollars (\$ 208,950.72)

The total bonus consideration paid represents a bonus of Seven Hundred Fifty-two and No/100-----
Dollars (\$ 752.00) per acre, on 277.86 net acres.

2. TERM. Subject to the other provisions in this lease, this lease shall be for a term of Five (5) years from this date (herein called primary term") and as long thereafter as oil and gas, or either of them, is produced in paying quantities from said land. As used in this lease, the term "produced in paying quantities" means that the receipts from the sale or other authorized commercial use of the substance(s) covered exceed out of pocket operational expenses for the six months last past.

3. DELAY RENTALS. If no well is commenced on the leased premises on or before one (1) year from this date, this lease shall terminate, unless on or before such anniversary date Lessee shall pay or tender to the owner of the soil or to his credit in the Pay direct to Lessor at the above address Bank, at _____, or its successors (which shall continue as the depository regardless of changes in the ownership of said land), the amount specified below; in addition, Lessee shall pay or tender to the COMMISSIONER OF THE GENERAL LAND OFFICE OF THE STATE OF TEXAS, AT AUSTIN, TEXAS, a like sum on or before said date. Payments under this paragraph shall operate as a rental and shall cover the privilege of deferring the commencement of a well for one (1) year from said date. Payments under this paragraph shall be in the following amounts:

To the owner of the soil: see Paragraphs 2 and 4 of the attached Exhibit "A" for amended Delay Rental Provision
Dollars (\$ _____)

To the State of Texas: see Paragraphs 2 and 4 of the attached Exhibit "A" for amended Delay Rental Provision
Dollars (\$ _____)

Total Rental: see Paragraphs 2 and 4 of the attached Exhibit "A" for amended Delay Rental Provision
Dollars (\$ _____)

- 1 -

074 11

A CERTIFIED COPY
BEFORE THE SEAL OF THE COUNTY CLERK
DATE: 9-15-2010
[Signature] CLERK

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.

11. 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.

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.

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.**

36. **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 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.

40. See attached Exhibit "A" for additional provisions.

LEGEND NATURAL GAS IV, LP

Carl Wimberley
Carl Wimberley, Vice President
Date: 9/8/2010

STATE OF TEXAS

BY: Allison Renee Parker
Individually and as agent for the State of Texas
Allison Renee Parker, a single woman
DATE: 9/07/2010

STATE OF TEXAS

BY: _____
Individually and as agent for the State of Texas
DATE: _____

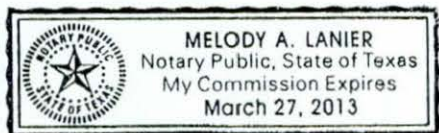
STATE OF TEXAS

(CORPORATE ACKNOWLEDGMENT)

COUNTY OF HARRIS

BEFORE ME, the undersigned authority, on this day personally appeared Carl Wimberley known to me to be the person whose name is subscribed to the foregoing instrument, as Vice President of Legend Natural Gas IV, LP, a Delaware limited partnership, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity stated, and as the act and deed of said partnership.

Given under my hand and seal of office this the 8th day of September, 2010.



Melody A. Lanier
Notary Public in and for the State of TEXAS

STATE OF HAWAII

(INDIVIDUAL ACKNOWLEDGMENT)

COUNTY OF Mauai

Before me, the undersigned authority, on this day personally appeared Allison Renee Parker, a single woman 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 8th day of September, 2010.



Vicki Kinkella
Notary Public in and for the State of HAWAII

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



File No. 111869

Lease E
Date Filed: 11/11/10

Jerry E. Patterson, Commissioner
By GH

THE STATE OF TEXAS

COUNTY OF CULBERSON I, Linda McDonald, Clerk of the County Court in
for said County and State, do hereby certify that the foregoing is a true and
correct copy of Oil Gas Lease dated 8-8-2010
_____ filed for record in my office this 15 day of Sept
2010, at 2:10 P. M. under Clerk's File No. 65973 to be
recorded in the Oil Gas Records of Culberson Co
Texas.

TO CERTIFY WHICH, Witness my hand and seal at Van Horn this 15
day of Sept 2010
By Linda McDonald Deputy LINDA McDONALD, COUNTY C
CULBERSON COUNTY, TEXA

11. 4. 10

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.

11. 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.

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.

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.**

36. **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 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.

40. See attached Exhibit "A" for additional provisions.

LEGEND NATURAL GAS IV, LP

Carl Wimberley
Carl Wimberley, Vice President
Date: 9/8/2010

STATE OF TEXAS

BY: Michelle E. Jordan
Individually and as agent for the State of Texas
Michelle E. Jordan, dealing in her sole and separate property
DATE: 9.2.10

STATE OF TEXAS

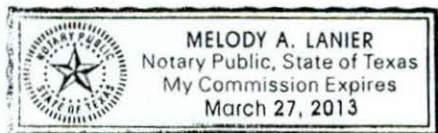
BY: _____
Individually and as agent for the State of Texas
DATE: _____

STATE OF TEXAS

COUNTY OF HARRIS

BEFORE ME, the undersigned authority, on this day personally appeared Carl Wimberley known to me to be the person whose name is subscribed to the foregoing instrument, as Vice President of Legend Natural Gas IV, LP, a **Delaware limited partnership**, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity stated, and as the act and deed of said partnership.

Given under my hand and seal of office this the 8th day of September, 2010.



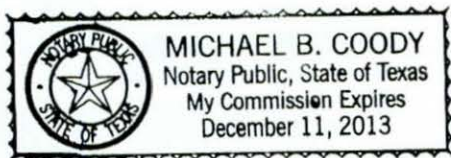
Melody A. Lanier
Notary Public in and for the State of TEXAS

STATE OF TEXAS

COUNTY OF Tarrant

Before me, the undersigned authority, on this day personally appeared Michelle E. Jordan, 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 2nd day of September, 2010.



[Signature]
Notary 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, 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



File No. 111869

Lease F

Date Filed: 11/4/10

Jerry E. Patterson, Commissioner

By GA

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 Oil Gas Lease dated 9-8-2010

2010 filed for record in my office this 15 day of Sept at 2:10 P.M., under Clerk's File No. 65997 to be recorded in the Oil & Gas Records of Culberson County Texas.

TO CERTIFY WHICH, witness my hand and seal at Van Horn this 15 day of Sept, 2010

By Linda McDonald, Deputy LINDA McDONALD, COUNTY CLERK
CULBERSON COUNTY, TEXAS

11.4.10

MF 1118696

Paid up 2nd & 3rd yr

Paid-Up

OIL AND GAS LEASE

if they Rental
\$151.00
Per acre

65978

THIS AGREEMENT is made and entered into this 1st day of September, 2010, between the State of Texas, acting by and through its agent, **McCAMEY FARM & RANCH, L.P.** of P.O. Box 600350, Dallas, Texas 75360-0350 said agent

(Give Permanent Address)

herein referred to as the owner of the soil (whether one or more), and **LEGEND NATURAL GAS IV, LP** of 410 W. Grand Parkway South, Suite 400, Katy, Texas 77494

(Give Permanent Address)

hereinafter called Lessee.

1. GRANTING CLAUSE For and in consideration of the amounts stated below and of the covenants and agreements to be paid, kept and performed by Lessee under this lease, the State of Texas acting by and through the owner of the soil, hereby grants, leases and lets unto Lessee, for the sole and only purpose of prospecting and drilling for and producing oil and gas, laying pipe lines, building tanks, storing oil and building power Stations, telephone lines and other Structures thereon, to produce, save, take care of, treat and transport said products of the lease, the following lands situated in Culberson County, State of Texas, to-wit:

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

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 State of Texas: Two Hundred Seventy-eight Thousand Five Hundred Ninety-seven and 20/100-----
Dollars (\$ 278,597.20)

To the owner of the soil: Two Hundred Seventy-eight Thousand Five Hundred Ninety-seven and 20/100-----
Dollars (\$ 278,597.20)

Total bonus consideration: Five Hundred Fifty-seven Thousand One Hundred Ninety-four and 40/100-----
Dollars (\$ 557,194.40)

The total bonus consideration paid represents a bonus of Seven Hundred Fifty-two and No/100-----
Dollars (\$ 752.00) per acre, on 740.95 net acres.

2. TERM. Subject to the other provisions in this lease, this lease shall be for a term of Five (5) years from this date (herein called primary term") and as long thereafter as oil and gas, or either of them, is produced in paying quantities from said land. As used in this lease, the term "produced in paying quantities" means that the receipts from the sale or other authorized commercial use of the substance(s) covered exceed out of pocket operational expenses for the six months last past.

3. DELAY RENTALS. If no well is commenced on the leased premises on or before one (1) year from this date, this lease shall terminate, unless on or before such anniversary date Lessee shall pay or tender to the owner of the soil or to his credit in the Pay direct to Lessor at the above address Bank, at, or its successors (which shall continue as the depository regardless of changes in the ownership of said land), the amount specified below; in addition, Lessee shall pay or tender to the COMMISSIONER OF THE GENERAL LAND OFFICE OF THE STATE OF TEXAS, AT AUSTIN, TEXAS, a like sum on or before said date. Payments under this paragraph shall operate as a rental and shall cover the privilege of deferring the commencement of a well for one (1) year from said date. Payments under this paragraph shall be in the following amounts:

To the owner of the soil: see Paragraphs 2 and 4 of the attached Exhibit "A" for amended Delay Rental Provision
Dollars (\$)

To the State of Texas: see Paragraphs 2 and 4 of the attached Exhibit "A" for amended Delay Rental Provision
Dollars (\$)

Total Rental: see Paragraphs 2 and 4 of the attached Exhibit "A" for amended Delay Rental Provision
Dollars (\$)

A CERTIFIED COPY
IF IT BEARS THE SEAL OF THE COUNTY CLERK
DATE: 9-15-2010

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.

11. 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.

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.

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.**

36. **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 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.

40. See attached Exhibit "A" for additional provisions.

LEGEND NATURAL GAS IV, LP

Carl Wimberley
Carl Wimberley, Vice President
Date: 8/24/2010

STATE OF TEXAS
McCamey Management, L.L.C.
General Partner of McCamey Farm & Ranch, L.P.

BY: Robert L. McCamey, Jr.
Individually and as agent for the State of Texas
Robert L. McCamey, Jr., Managing Partner
DATE: 8-25-10

STATE OF TEXAS

BY: _____
Individually and as agent for the State of Texas
DATE: _____

STATE OF TEXAS

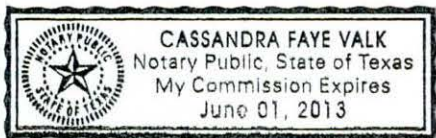
COUNTY OF HARRIS

(CORPORATE ACKNOWLEDGMENT)

BEFORE ME, the undersigned authority, on this day personally appeared Carl Wimberley known to me to be the person whose name is subscribed to the foregoing instrument, as Vice President of Legend Natural Gas IV, LP, a Delaware limited partnership, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity stated, and as the act and deed of said partnership.

Given under my hand and seal of office this the 24th day of August, 2010.

Cassandra Faye Valk
Notary Public in and for the State of TEXAS



STATE OF TEXAS

COUNTY OF DALLAS

(CORPORATE ACKNOWLEDGMENT)

BEFORE ME, the undersigned authority, on this day personally appeared Robert L. McCamey, Jr. known to me to be the person whose name is subscribed to the foregoing instrument, as Managing Partner of McCamey Management, L.L.C., General Partner of McCamey Farm & Ranch, L.P., a Texas limited partnership, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity stated, and as the act and deed of said partnership.

Given under my hand and seal of office this the 25th day of August, 2010.

Lisa C. David
Notary 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, 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

13 ~~14~~

File No. MF 111869

~~(M) Rogers Lease G~~

Date Filed: UNAMA 10/8/10

Jerry Patterson, Commissioner

By [Signature]

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 OB + Cash Lease dated 9-8-2010 filed for record in my office this 15 day of Sept. at 2:10 P M. under Clerk's File No. 65978 recorded in the OB + G 93 to be Texas. Records of Culberson County,

TO CERTIFY WHICH, Witness my hand and seal at Van Horn this 15 day of Sept. 2010

By [Signature] Deputy LINDA McDONALD, COUNTY CLERK
CULBERSON COUNTY, TEXAS

TO. 9.10

PETROHAWK ENERGY CORPORATION

168858

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
EPL30JUL2013F INALLAND-1	7/29/13 COTTONWOOD PROSPECT	1941	556,453.45	147000004		556,453.45
TX 1698 - 041 - 005 MF III 869A ④ 4th & 5th year rentals						
437294 COMMISSIONER OF THE TEXAS GENERAL LAND OFFICE				CHECK DATE	TOTAL	X \$556,453.45
				07/30/13		

BOLO-200

PETROHAWK ENERGY CORPORATION

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

168858

CHECK NO.

REFERENCE	INVOICE DATE	INVOICE NO.	INVOICE AMT.	PRIOR PAYMENT	DISCOUNT	AMOUNT PAID
EPL30JUL2013F INALLAND-1	7/29/13 COTTONWOOD PROSPECT	1941	556,453.45			556,453.45
TX 1698 - 041 - 005 MF 111 869A						
437294 COMMISSIONER OF THE TEXAS GENERAL LAND OFFICE				CHECK DATE 07/30/13	TOTAL	\$556,453.45

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

Bank of America

168858

DATE

07/30/13

PAY Five Hundred Fifty-Six Thousand Four Hundred Fifty-Three Dollars And Forty-Five Cents*****

COMMISSIONER OF THE TEXAS GENERAL LAND OFFICE
ATTENTION MINERAL LEASING
1700 N CONGRESS AVE
AUSTIN, TX 78701 USA

AMOUNT \$*****556,453.45

TO THE
ORDER
OF

VOID AFTER 180 DAYS



168858

File No. ME111869

(14)

Rentals - Lease A - 4th & 5th years

Date Filed: 08/29/2013

Jerry E. Patterson, Commissioner

By JEP

PETROHAWK ENERGY CORPORATION

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

168856

CHECK NO.

REFERENCE	INVOICE DATE	INVOICE NO.	INVOICE AMT.	PRIOR PAYMENT	DISCOUNT	AMOUNT PAID
EPL30JUL2013F INALLAND-1	7/29/13 COTTONWOOD PROSPECT	1947	347,784.35		14700005	347,784.35
TX1698-041-007 MF111869B Rentals- 4th & 5th year Ⓟ						
437294 COMMISSIONER OF THE TEXAS GENERAL LAND OFFICE	5/20/13			CHECK DATE 07/30/13	TOTAL X	\$347,784.35

121

168856

CHECK NO. _____

BOLO-200

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



168856

DATE _____

07/30/13

PAY Three Hundred Forty-Seven Thousand Seven Hundred Eighty-Four Dollars And Thirty-Five Cents*****

AMOUNT \$*****347,784.35

VOID AFTER 180 DAYS

John A. Sumner

112 168856 117

File No. MF111869

(15)

Rentals - Lease B - 4th & 5th year

Date Filed: 08/29/2013

Jerry E. Patterson, Commissioner

By JEP

PETROHAWK ENERGY CORPORATION

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

168860

CHECK NO.

REFERENCE	INVOICE DATE	INVOICE NO.	INVOICE AMT.	PRIOR PAYMENT	DISCOUNT	AMOUNT PAID
EPL30JUL2013F INALLAND-1	7/29/13 COTTONWOOD PROSPECT	1936	139,113.37		L4700010	139,113.37
TX169 8-041-003 MF111869C Rentals - 4th & 5th Year Ⓟ 121						
437294 LAND OFFICE	COMMISSIONER OF THE TEXAS GENERAL LAND OFFICE			CHECK DATE	TOTAL X	\$139,113.37
				07/30/13		

BOLO-200

PETROHAWK ENERGY CORPORATION

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

168860

CHECK NO.

REFERENCE	INVOICE DATE	INVOICE NO.	INVOICE AMT.	PRIOR PAYMENT	DISCOUNT	AMOUNT PAID
EPL30JUL2013F INALLAND-1	7/29/13 COTTONWOOD PROSPECT	1936	139,113.37			139,113.37
TX 169 8-041-003 MF 111869C (P)						
437294 LAND OFFICE	COMMISSIONER OF THE TEXAS GENERAL LAND OFFICE			CHECK DATE 07/30/13	TOTAL	\$139,113.37

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

Bank of America

168860

DATE

07/30/13

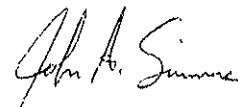
PAY One Hundred Thirty-Nine Thousand One Hundred Thirteen Dollars And Thirty-Seven Cents*****

COMMISSIONER OF THE TEXAS GENERAL LAND OFFICE
ATTENTION MINERAL LEASING
1700 N CONGRESS AVE
AUSTIN, TX 78701 USA

AMOUNT \$*****139,113.37

TO THE
ORDER
OF

VOID AFTER 180 DAYS



168860

File No. MF111869 (16)

Rentals- lease C- 4th & 5th years

Date Filed: 08/29/2013

Jerry E. Patterson, Commissioner

By: JEP

PETROHAWK ENERGY CORPORATION

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

168843

CHECK NO.

REFERENCE	INVOICE DATE	INVOICE NO.	INVOICE AMT.	PRIOR PAYMENT	DISCOUNT	AMOUNT PAID
EPL30JUL2013F INALLAND-1	7/29/13 COTTONWOOD PROSPECT	1934	139,113.37			139,113.37
TX1698-041-002 MF111869D Rentals- 4 th & 5 th years (P)					14700006	
437294 COMMISSIONER OF THE TEXAS GENERAL LAND OFFICE				CHECK DATE 07/30/13	TOTAL X	\$139,113.37

121

BOLO-200

PETROHAWK ENERGY CORPORATION

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

168843

CHECK NO.

REFERENCE	INVOICE DATE	INVOICE NO.	INVOICE AMT.	PRIOR PAYMENT	DISCOUNT	AMOUNT PAID
EPL30JUL2013F INALLAND-1	7/29/13 COTTONWOOD PROSPECT	1934	139,113.37			139,113.37
TX1698-041-002 MF111869D						
437294 - COMMISSIONER OF THE TEXAS GENERAL LAND OFFICE				CHECK DATE 07/30/13	TOTAL	\$139,113.37

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



168843

DATE

07/30/13

PAY One Hundred Thirty-Nine Thousand One Hundred Thirteen Dollars And Thirty-Seven Cents*****

COMMISSIONER OF THE TEXAS GENERAL LAND OFFICE
 ATTENTION MINERAL LEASING
 1700 N CONGRESS AVE
 AUSTIN, TX 78701 USA

AMOUNT \$*****139,113.37

 TO THE
ORDER
OF

VOID AFTER 180 DAYS

168843

File No. MF 111869

(17)

Rentals - Lease D - 4th & 5th years

Date Filed: 08/29/2013

Jerry E. Patterson, Commissioner

By JEP

PETROHAWK ENERGY CORPORATION

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

168857

CHECK NO.

REFERENCE	INVOICE DATE	INVOICE NO.	INVOICE AMT.	PRIOR PAYMENT	DISCOUNT	AMOUNT PAID
EPL30JUL2013F INALLAND-1	7/29/13 COTTONWOOD PROSPECT	1945	104,336.43	14700007		104,336.43
TX169 3-041-006 MF111369E Rentals - 4th & 5th years (P) 121						
437294 COMMISSIONER OF THE TEXAS GENERAL LAND OFFICE	VENDOR			CHECK DATE 07/30/13	TOTAL X	\$104,336.43

BOLO-200

PETROHAWK ENERGY CORPORATION
168857

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
EPL30JUL2013F INALLAND-1	7/29/13 COTTONWOOD PROSPECT	1945	104,336.43			104,336.43
TX169 8-041-006 MF111869E (P)						
437294	COMMISSIONER OF THE TEXAS GENERAL LAND OFFICE			CHECK DATE	TOTAL	\$104,336.43
				07/30/13		

BOLO-200

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

PETROHAWK ENERGY CORPORATION
Bank of America
168857

ACCOUNTS PAYABLE DISBURSEMENT ACCOUNT

1360 POST OAK BLVD., SUITE 1900CT

HOUSTON, TX 77056

inquiry@bhpbilliton.com

DATE

07/30/13

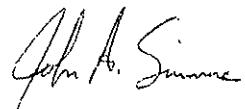
PAY One Hundred Four Thousand Three Hundred Thirty-Six Dollars And Forty-Three Cents*****

 COMMISSIONER OF THE TEXAS GENERAL LAND OFFICE
 ATTENTION MINERAL LEASING
 1700 N CONGRESS AVE
 AUSTIN, TX 78701 USA

AMOUNT \$*****104,336.43

 TO THE
ORDER
OF

VOID AFTER 180 DAYS



168857

File No. MF11869

(19)

Rentals - Lease E - 4th & 5th years

Date Filed: 08/29/2013

Jerry E. Patterson, Commissioner

By JEP

PETROHAWK ENERGY CORPORATION

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

168859

CHECK NO.

REFERENCE	INVOICE DATE	INVOICE NO.	INVOICE AMT.	PRIOR PAYMENT	DISCOUNT	AMOUNT PAID
EPL30JUL2013F INALLAND-1	7/29/13 COTTONWOOD PROSPECT	1938	104,336.43	14700008		104,336.43
TX 1698-041-004 MF111369F Rentals- 4th & 5th year Ⓟ 121						
437294 LAND OFFICE	COMMISSIONER OF THE TEXAS GENERAL LAND OFFICE			CHECK DATE	TOTAL X \$104,336.43	
				07/30/13		

BOLO-200

PETROHAWK ENERGY CORPORATION

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

168859

CHECK NO.

REFERENCE	INVOICE DATE	INVOICE NO.	INVOICE AMT.	PRIOR PAYMENT	DISCOUNT	AMOUNT PAID
EPL30JUL2013F INALLAND-1	7/29/13 COTTONWOOD PROSPECT	1938	104,336.43			104,336.43
TX 1698-041-004 MF111369F						
437294 COMMISSIONER OF THE TEXAS GENERAL LAND OFFICE				CHECK DATE 07/30/13	TOTAL	\$104,336.43

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

Bank of America

168859

DATE

07/30/13

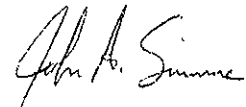
PAY One Hundred Four Thousand Three Hundred Thirty-Six Dollars And Forty-Three Cents*****

COMMISSIONER OF THE TEXAS GENERAL LAND OFFICE
ATTENTION MINERAL LEASING
1700 N CONGRESS AVE
AUSTIN, TX 78701 USA

AMOUNT \$*****104,336.43

TO THE
ORDER
OF

VOID AFTER 180 DAYS



168859

File No. MF111869

(19)

Rentals- Lease F- 4th & 5th years

Date Filed: 08/29/2013

Jerry E. Patterson, Commissioner

By JEP

PETROHAWK ENERGY CORPORATION

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

168844

CHECK NO.

REFERENCE	INVOICE DATE	INVOICE NO.	INVOICE AMT.	PRIOR PAYMENT	DISCOUNT	AMOUNT PAID
EPL30JUL2013F INALLAND-1	7/29/13 COTTONWOOD PROSPECT	1931	278,226.73	14700009		278,226.73
TX1698-041-001 MF 111869G Ⓟ 4th & 5th year Rentals						
437294 COMMISSIONER OF THE TEXAS GENERAL LAND OFFICE				CHECK DATE	TOTAL X	
				07/30/13	\$278,226.73	

121

PETROHAWK ENERGY CORPORATION**168844**

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
EPL30JUL2013F INALLAND-1	7/29/13 COTTONWOOD PROSPECT	1931	278,226.73			278,226.73
TX1698-041-001 MF111869G						
437294 COMMISSIONER OF THE TEXAS GENERAL LAND OFFICE				CHECK DATE 07/30/13	TOTAL	\$278,226.73

BOLO-200

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

PETROHAWK ENERGY CORPORATION**Bank of America****168844**

ACCOUNTS PAYABLE DISBURSEMENT ACCOUNT

1360 POST OAK BLVD., SUITE 1900CT

HOUSTON, TX 77056

inquiry@bhpbilliton.com

DATE

07/30/13

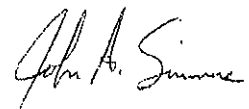
PAY Two Hundred Seventy-Eight Thousand Two Hundred Twenty-Six Dollars And Seventy-Three Cents*****

COMMISSIONER OF THE TEXAS GENERAL LAND OFFICE
ATTENTION MINERAL LEASING
1700 N CONGRESS AVE
AUSTIN, TX 78701 USA

AMOUNT \$*****278,226.73

TO THE
ORDER
OF

VOID AFTER 180 DAYS



168844

File No. MF111869 (20)
Rentals - Lease G - 4th & 5th years

Date Filed: 08/29/2013

Jerry E. Patterson, Commissioner

By JP



ENDURANCE
RESOURCES

Endurance Revised 5/15 – NADOA Model
Form Division Order (Adopted 9/95)
GAS DIVISION ORDER

To: COMMISSIONER GENERAL LAND OFFICE ST TX
ATTN: ST TX MF 111869
1700 CONGRESS AVENUE
AUSTIN TX 78701-1495

Date: 1/19/16
Effective Date: date of 1st production

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 _____ 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 #: _____

Owner Email or FAX 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.



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

File No. MF 111864

Division Order ~~County~~

Date Filed: 3-30-16

George P. Bush, Commissioner

By VB



ENDURANCE
RESOURCES

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

REVISED OIL & GAS DIVISION ORDER

To: COMMISSIONER GENERAL LAND OFFICE ST TX
ATTN: ST TX MF 111869
1700 CONGRESS AVENUE
AUSTIN TX 78701-1495

Date: 2/18/16, formerly 1/19/16
Effective Date: date of 1st production

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 ☒ Gas ☒ 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 #: _____

Owner Email or FAX 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. mf 111869Division OrderDate Filed: 4-19-16

George P. Bush, Commissioner

By UH

5.53.10

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,

MF-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 the State

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 Endurance
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.

(23)

File No. 11869
Reeves County
Emails
Date Filed: 7.15.16
George P. Bush, Commissioner
By SR

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

16712701 10233

Ninety thousand dollars and no cents

DATE
06/19/2016

AMOUNT
\$90,000.00

Pay to the Order of Texas General Land Office
1700 Congress Ave
Austin, TX 78701-1495

Garnett Smith

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

⑈0000010233⑈

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 #	Invoice Amt
06/10/16	90,000.00

122

C-88734

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 #	Invoice Amt
06/10/16	90,000.00

16712701

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)

24

File No. 111869
Reeves County
Money
Date Filed: 7-15-16
George P. Bush, Commissioner
By [Signature]

MF-111869

**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 23rd 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:

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

Sec. 1:
23, 27, 34, 38,
46, 47 & 48
Blk. 53 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.

2. **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.
- 3.
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.
9. **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.

10. **MULTIPLE COUNTERPARTS.** 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]

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: Ola Kathleen Parker

Ola Kathleen Parker

Michelle Elisa Parker Jordan

Title: Independent Executor

Pamela Parker Clifton

Christopher Matthew Clifton

Cale Andrew Clifton

Kelli Clifton Gossman

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: _____
Title: _____

By: _____
Title: _____

APPROVED:

Texas General Land Office

By: Drew Reid

Drew Reid

Title: Assistant Secretary

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: _____
Ola Kathleen Parker
Title: Independent Executor

Michelle Elisa Parker Jordan

Pamela Parker Clifton

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: _____
Title: _____

By: _____
Title: _____

APPROVED:

Texas General Land Office

By: _____
Drew Reid
Title: _____

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: _____
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: _____
Title: _____

By: _____
Title: _____

APPROVED:

Texas General Land Office

By: _____
Drew Reid
Title: _____

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: _____
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: _____

Title: _____

Title: _____

APPROVED:

Texas General Land Office

By: _____

Drew Reid

Title: _____

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: _____
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: *Jimmy Beasley III*
Title: *Partner*

By: _____
Title: _____

APPROVED:

Texas General Land Office

By: _____
Drew Reid
Title: _____

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
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 Gossman

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: _____
Title: _____

By: _____
Title: _____

APPROVED:

Texas General Land Office

By: Drew Reid
Drew Reid
Title: Landman

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

By: _____
Ola Kathleen Parker
Title: Independent Executor

Allison Renee Parker
Michelle Elisa Parker Jordan

Michelle Elisa Parker Jordan

Pamela Parker Clifton

Christopher Matthew Clifton

Cale Andrew Clifton

Kelli Clifton Gossman

**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: _____
Title: _____

By: _____
Title: _____

APPROVED:

Texas General Land Office

By: _____
Drew Reid
Title: _____

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: _____
Ola Kathleen Parker
Title: Independent Executor

Michelle Elisa Parker Jordan

Pamela Parker Clifton

Christopher Matthew Clifton

Christopher Matthew Clifton (5/23/16)

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: _____
Title: _____

By: _____
Title: _____

APPROVED:

Texas General Land Office

By: _____
Drew Reid
Title: _____

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: _____
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: _____
Title: _____

By: _____
Title: _____

APPROVED:

Texas General Land Office

By: _____
Drew Reid
Title: _____

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: _____
Ola Kathleen Parker
Title: Independent Executor

Michelle Elisa Parker Jordan

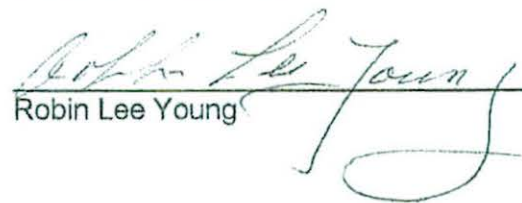
Pamela Parker Clifton

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: _____
Title: _____

By: _____
Title: _____

APPROVED:

Texas General Land Office

By: _____
Drew Reid
Title: _____

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: _____
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

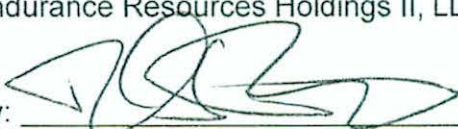
By: _____
Title: _____

**Young Cottonwood Oil and Gas, LP, a
Texas limited partnership**

LESSEE

Endurance Resources Holdings II, LLC

By: _____
Title: _____

By:  _____
Title: CEO

APPROVED:

Texas General Land Office

By: _____
Drew Reid
Title: _____

25

~~25~~

File No. 111869

Reaver County

Agreement

Date Filed: 7.15.16

George P. Bush, Commissioner

By SR

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



26 30.
File No. MF111869

Reeves County

Notice of Cessation of Production

Date Filed: 08/30/2016

George P. Bush, Commissioner
By gm

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 <Drew.Reid@GLO.TEXAS.GOV>; Mary Van Pelt <mary@enduranceresourcesllc.com>

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



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.

27 31.
File No. MF111869
Reeves County
Notice of Reestablished Production
Date Filed: 08/30/2016
By George P. Bush, Commissioner
Jm



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



ID 9849 & 9850

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.

- ID#
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.** \$1,050

- 9850
- 2) 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.** \$25

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 VanPelt

Senior Land Coordinator

Enclosures (2 Assignments)



From: Endurance Resources Holdings II LLC
To: Texas General Land Office
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

17700083

From: Endurance Resources Holdings II LLC
To: Texas General Land Office
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

129

NC = Free Royalty "NC" No charge for filing

ERHILL

Pay TX GLO \$25.00 each lease

count	Lessor	Lease Type	% Billing		Other Costs	Lease Status	Acquisition Effective		Lessee	Lease Date	SECTION-BLOCK (TX)
			Interest	Bonus			Date	Acquired From			
1	ALLISON RENEE PARKER - ST TX MF 111869E ✓	TX GLO	85%		\$553,257.00	Active	Apr 14 2015	Nadel & Gussman Permian LLC	LEGEND NATURAL GAS IV LP	Sep 01 2010	22-53, 27-53, 34-53, 38-53, 46-53, 47-53, 48-53
2	J LLOYD PARKER III - ST TX MF 111869B ✓	TX GLO	85%		\$1,844,191.00	Active	Apr 14 2015	Nadel & Gussman Permian LLC	LEGEND NATURAL GAS IV LP	Sep 01 2010	22-53, 27-53, 34-53, 38-53, 46-53, 47-53, 48-53
3	JAMES BEASLEY YOUNG III - ST TX MF 111869C ✓	TX GLO	85%		\$737,676.00	Active	Apr 14 2015	Nadel & Gussman Permian LLC	LEGEND NATURAL GAS IV LP	Sep 01 2010	22-53, 27-53, 34-53, 38-53, 46-53, 47-53, 48-53
4	MCCAMEY FARM AND RANCH LP - ST TX MF 111869G ✓	TX GLO	85%		\$1,475,352.00	Active	Apr 14 2015	Nadel & Gussman Permian LLC	LEGEND NATURAL GAS IV LP	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	LEGEND NATURAL GAS IV LP	Sep 01 2010	22-53, 27-53, 34-53, 38-53, 46-53, 47-53, 48-53
6	PAMELA PARKER CLIFTON - ST TX MF 111869A ✓	TX GLO	85%		\$2,950,704.00	Active	Apr 14 2015	Nadel & Gussman Permian LLC	LEGEND NATURAL GAS IV LP	Sep 01 2010	22-53, 27-53, 34-53, 38-53, 46-53, 47-53, 48-53
7	ROBBIN LEE YOUNG - ST TX MF 111869D ✓	TX GLO	85%		\$737,676.00	Active	Apr 14 2015	Nadel & Gussman Permian LLC	LEGEND NATURAL GAS IV LP	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	PETROHAWK PROPERTIES LP	Aug 26 2011	23-53
9	LOWE ROYALTY PARTNERS LP - ST TX MF 117612 ✓	TX GLO	85%	\$2,520,000.00	\$125.00	Active			ENDURANCE RESOURCES HOLDINGS II	Jul 15 2015	28-53, 35-53, 37-53
10	CARTER JONOTHAN COLEMAN - ST TX MF 117757 - NC	TX GLO	85%		\$14,574.00	Active	Apr 14 2015	Nadel & Gussman Permian LLC	PETROHAWK PROPERTIES LP	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 -	TX GLO	85%		\$35,352.00	Active	Apr 14 2015	Nadel & Gussman Permian LLC	PETROHAWK PROPERTIES LP	Feb 09 2011	28-56
20	DONNA J SPIVEY - ST TX MF 112682H ✓	TX GLO	85%		\$31,875.00	Active	Apr 14 2015	Nadel & Gussman Permian LLC	PETROHAWK PROPERTIES LP	Feb 09 2011	30-56
21	JANIS DEE BOURLAND HELMEY - ST TX MF 112682A ✓	TX GLO	85%		\$276,250.00	Active	Apr 14 2015	Nadel & Gussman Permian LLC	PETROHAWK PROPERTIES LP	Feb 09 2011	30-56
22	JEFFERY ALLAN WILSON - ST TX MF 112682D ✓	TX GLO	85%		\$201,875.00	Active	Apr 14 2015	Nadel & Gussman Permian LLC	PETROHAWK PROPERTIES LP	Feb 09 2011	30-56
23	LEWIS KEITH LYNN - ST TX MF 112682C ✓	TX GLO	85%		\$212,500.00	Active	Apr 14 2015	Nadel & Gussman Permian LLC	PETROHAWK PROPERTIES LP	Feb 09 2011	30-56
24	MARY HUEBSCH - ST TX MF 112682G ✓	TX GLO	85%		\$63,750.00	Active	Apr 14 2015	Nadel & Gussman Permian LLC	PETROHAWK PROPERTIES LP	Feb 09 2011	30-56
25	MICHAEL LYNN BOURLAND - ST TX MF 112682B ✓	TX GLO	85%		\$276,250.00	Active	Apr 14 2015	Nadel & Gussman Permian LLC	PETROHAWK PROPERTIES LP	Feb 09 2011	30-56
26	TIM WILSON - ST TX MF 112682E ✓	TX GLO	85%		\$201,875.00	Active	Apr 14 2015	Nadel & Gussman Permian LLC	PETROHAWK PROPERTIES LP	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	PETROHAWK PROPERTIES LP	Feb 09 2011	30-56
28	WEETONA STANLEY - ST TX MF 112682F ✓	TX GLO	85%		\$63,750.00	Active	Apr 14 2015	Nadel & Gussman Permian LLC	PETROHAWK PROPERTIES LP	Feb 09 2011	30-56
29	DELA MINERALS INC - ST TX MF 112396	TX GLO	85%		\$1,360,000.00	Active	Apr 14 2015	Nadel & Gussman Permian LLC	PETROHAWK PROPERTIES LP	Jan 21 2011	32-56
30	ALAN R ZEMAN - ST TX MF 114473D ✓	TX GLO	85%		\$28,333.00	Active	Apr 14 2015	Nadel & Gussman Permian LLC	PETROHAWK PROPERTIES LP	May 24 2012	48-53
31	BARBARA ELIZABETH JOHNSON DODSON - ST TX MF 114473K ✓	TX GLO	85%		\$3,140.00	Active	Apr 14 2015	Nadel & Gussman Permian LLC	PETROHAWK PROPERTIES LP	May 24 2012	48-53
32	BILLIE NELL EASTLAND - ST TX MF 114473E ✓	TX GLO	85%		\$13,458.00	Active	Apr 14 2015	Nadel & Gussman Permian LLC	PETROHAWK PROPERTIES LP	May 24 2012	48-53
33	CHRISTINA C STAPLETON ET AL - ST TX MF 114473C ✓	TX GLO	85%		\$28,333.00	Active	Apr 14 2015	Nadel & Gussman Permian LLC	PETROHAWK PROPERTIES LP	May 24 2012	48-53
34	GEORGE M CROSS - ST TX MF 114473L ✓	TX GLO	85%		\$2,833.00	Active	Apr 14 2015	Nadel & Gussman Permian LLC	PETROHAWK PROPERTIES LP	May 24 2012	48-53
35	JAMES G CRAWFORD - ST TX MF 114473M ✓	TX GLO	85%		\$897.00	Active	Apr 14 2015	Nadel & Gussman Permian LLC	PETROHAWK PROPERTIES LP	May 24 2012	48-53
36	KARA L KEYZER ET AL - ST TX MF 114473B ✓	TX GLO	85%		\$28,333.00	Active	Apr 14 2015	Nadel & Gussman Permian LLC	PETROHAWK PROPERTIES LP	May 24 2012	48-53
37	LYNN SWIGART - ST TX MF 114473A ✓	TX GLO	85%		\$28,333.00	Active	Apr 14 2015	Nadel & Gussman Permian LLC	PETROHAWK PROPERTIES LP	May 24 2012	48-53
38	RACHEL MORTON NIXON ET AL - ST TX MF 114473J ✓	TX GLO	85%		\$4,486.00	Active	Apr 14 2015	Nadel & Gussman Permian LLC	PETROHAWK PROPERTIES LP	May 24 2012	48-53
39	RONALD DAVID COODY ET AL - ST TX MF 114473I ✓	TX GLO	85%		\$4,486.00	Active	Apr 14 2015	Nadel & Gussman Permian LLC	PETROHAWK PROPERTIES LP	May 24 2012	48-53
40	ROSS A GILSON ET AL - ST TX MF 114473H ✓	TX GLO	85%		\$6,729.00	Active	Apr 14 2015	Nadel & Gussman Permian LLC	PETROHAWK PROPERTIES LP	May 24 2012	48-53
41	WILLIAM KINARD CROUCH - ST TX MF 114473N ✓	TX GLO	85%		\$449.00	Active	Apr 14 2015	Nadel & Gussman Permian LLC	PETROHAWK PROPERTIES LP	May 24 2012	48-53
42	WILLIAM MILTON BEVILL ET AL - ST TX MF 114473F ✓	TX GLO	85%		\$13,458.00	Active	Apr 14 2015	Nadel & Gussman Permian LLC	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

4104

ID# 9849

After Recording, Return to:

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

MF 111869 A to G etal

off 6-23-15
85% VOL

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.

STATE OF TEXAS §
COUNTY OF REEVES §

ASSIGNMENT, BILL OF SALE AND CONVEYANCE

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"):

14906885.4

913 6



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

- A. The oil and gas leases described on Exhibit "A" (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 Exhibit "D" (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 third-party 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.

V
O
L

1
2
0
6

P
G

0
3
7
2

913 4



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

HOLD THE ASSETS UNTIL 1.2 TO HAVE AND TO HOLD the Assets unto Assignee, its successors and assigns, forever, subject, however, to all the terms and conditions of this Assignment, including, without limitation, Article III.

1.3 **Excluded Assets.** The Assets shall not include, and Assignor hereby reserves and retains, the following items (collectively, the "**Excluded Assets**"): V
O
L

- 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; 1
- 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; 2
0
6
- 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; P
G
- D. All of Assignor's proprietary computer software, technology, patents, trade secrets and other intellectual property; 0
3
- E. All of Assignor's rights and interests in geological and geophysical data; 7
- F. All documents and instruments of Assignor that are protected by an attorney-client privilege (other than title opinions and title reports); 3
- 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;



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

- 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
- 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.

V
O
L

ARTICLE II SPECIAL WARRANTY; DISCLAIMERS; CERTAIN DEFINITIONS

1
2
0
6

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.

- A. **Information About the Assets.** Assignor disclaims all liability and responsibility 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 ASSIGNMENT, ASSIGNOR MAKES NO WARRANTY OR REPRESENTATION, EXPRESS, STATUTORY OR IMPLIED, AS TO (i) THE ACCURACY, COMPLETENESS OR MATERIALITY OF ANY DATA, INFORMATION OR RECORDS FURNISHED TO ASSIGNEE IN 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

P
G

0
3
7
4



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

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.

V
O
L

1
2
0
6

- 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.

P
G

- 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 RESOURCES OR THE ENVIRONMENT, OR ANY OTHER ENVIRONMENTAL CONDITION OF THE ASSETS.

0
3
7
5

- 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.

913 4



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

E. Disclaimers as to Physical Condition of the Assets. 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.

V
O
L

F. General Disclaimers.

1
2
0
6

(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).

P
G

(ii) 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 ADVISORS IN CONNECTION WITH THE TRANSACTIONS CONTEMPLATED HEREIN, AND FURTHER DISCLAIMS ANY REPRESENTATION OR WARRANTY, EXPRESS, STATUTORY OR IMPLIED, OF MERCHANTABILITY, FREEDOM FROM REDHIBITORY

0
3
7
6

973 6



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

ES OR DEFECTS, FITNESS, LATENT VICES OR DEFECTS, FITNESS FOR A PARTICULAR PURPOSE OR CONFORMITY TO MODELS OR SAMPLES.

ARTICLE III MISCELLANEOUS

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]



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



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

By: 
Name: James F. Adelson
Title: Manager

ASSIGNEE:

ENDURANCE RESOURCES HOLDINGS II, LLC

By: _____
Name: M. Garrett Smith
Title: Chief Financial Officer

V
O
L

1
2
0
6

P
G

0
3
7
8

14906885.4

SIGNATURE PAGE TO ASSIGNMENT, BILL OF SALE AND CONVEYANCE

917 6



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

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

By: _____
Name: James F. Adelson
Title: Manager

ASSIGNEE:

ENDURANCE RESOURCES HOLDINGS II, LLC

By: _____
Name: M. Garrett Smith
Title: Chief Financial Officer

V
O
L

1
2
0
6

P
G

0
3
7
9

SIGNATURE PAGE TO ASSIGNMENT, BILL OF SALE AND CONVEYANCE

14906885.4

913 6



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

ACKNOWLEDGMENTS

~~OKLAHOMA~~
STATE OF ~~TEXAS~~ §
COUNTY OF ~~HARRIS~~: §
~~TULSA~~

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 Gussman Management, LLC, as Manager, by
IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Paula L. Skidmore
Notary Public

My commission expires: 07-21-2016
(Notarial Seal)



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)

973 6



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

V
O
L

1
2
0
6

P
G

0
3
8
0

ACKNOWLEDGMENTS

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.

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

Notary Public

My commission expires: _____
(Notarial Seal)

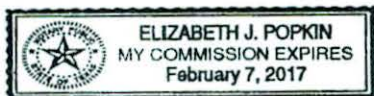
STATE OF TEXAS §
COUNTY OF MIDLAND: §

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.

Elizabeth Popkin
Notary Public

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



ACKNOWLEDGMENT PAGE TO ASSIGNMENT, BILL OF SALE AND CONVEYANCE

14906885.4

V
O
L

1
2
0
6

P
G

0
3
8
1

912 6



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

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	MF Number	Effective Date	Book	Page	File Number	County	Block	Section
1044099/001	LIFETIME BENEFIT OF L H MEEKER ET AL	PETROHAWK PROPERTIES LP	-	2/9/2011	878	807	2947	REEVES	56	28
1044099/002	CHARLES R MEEKER TRUST U/A DTD 7/6/1992	PETROHAWK PROPERTIES LP	-	4/28/2011	882	197	3484	REEVES	56	28
1044099/003	AWP 1983 TRUST	PETROHAWK PROPERTIES LP	-	2/9/2011	886	506	4196	REEVES	56	28
1044099/004	MEEKER INVESTMENTS INC	PETROHAWK PROPERTIES LP	-	2/9/2011	886	508	4197	REEVES	56	28
1044108/001	H L HAWKINS JR INC	PETROHAWK PROPERTIES LP	-	3/3/2011	880	621	3240	REEVES	56	28
1044117/001	LIFETIME BENEFIT OF L H MEEKER	PETROHAWK PROPERTIES LP	MF112779A	1/19/2011	872	805	1880	REEVES	56	44
1044117/002	AWP 1983 TRUST	PETROHAWK PROPERTIES LP	MF112779B	1/19/2011	878	751	2934	REEVES	56	44
1044117/003	MEEKER INVESTMENTS INC	PETROHAWK PROPERTIES LP	MF112779C	1/19/2011	886	483	4192	REEVES	56	44
1044117/004	CHARLES R MEEKER TRUST	PETROHAWK PROPERTIES LP	MF116193	4/28/2011	882	181	3482	REEVES	56	44
1044131/001	MICHAEL LYNN BOURLAND	PETROHAWK PROPERTIES LP	MF112682B	2/9/2011	880	565	3232	REEVES	56	30
1044131/001	MICHAEL LYNN BOURLAND	PETROHAWK PROPERTIES LP	MF112682B	2/9/2011	880	565	3232	REEVES	56	30
1044131/001	MICHAEL LYNN BOURLAND	PETROHAWK PROPERTIES LP	MF112682B	2/9/2011	880	565	3232	REEVES	56	30
1044131/002	JANIS DEE BOURLAND HELMEY	PETROHAWK PROPERTIES LP	MF112682A	2/9/2011	880	579	3234	REEVES	56	30
1044131/002	JANIS DEE BOURLAND HELMEY	PETROHAWK PROPERTIES LP	MF112682A	2/9/2011	880	579	3234	REEVES	56	30
1044131/002	JANIS DEE BOURLAND HELMEY	PETROHAWK PROPERTIES LP	MF112682A	2/9/2011	880	579	3234	REEVES	56	30
1044131/003	TIM WILSON	PETROHAWK PROPERTIES LP	MF112682E	2/9/2011	880	572	3233	REEVES	56	30
1044131/003	TIM WILSON	PETROHAWK PROPERTIES LP	MF112682E	2/9/2011	880	572	3233	REEVES	56	30
1044131/003	TIM WILSON	PETROHAWK PROPERTIES LP	MF112682E	2/9/2011	880	572	3233	REEVES	56	30
1044131/004	JEFFERY ALLAN WILSON	PETROHAWK PROPERTIES LP	MF112682D	2/9/2011	880	607	3238	REEVES	56	30
1044131/004	JEFFERY ALLAN WILSON	PETROHAWK PROPERTIES LP	MF112682D	2/9/2011	880	607	3238	REEVES	56	30
1044131/004	JEFFERY ALLAN WILSON	PETROHAWK PROPERTIES LP	MF112682D	2/9/2011	880	607	3238	REEVES	56	30
1044131/005	LEWIS KEITH LYNN	PETROHAWK PROPERTIES LP	MF112682C	2/9/2011	880	558	3231	REEVES	56	30
1044131/005	LEWIS KEITH LYNN	PETROHAWK PROPERTIES LP	MF112682C	2/9/2011	880	558	3231	REEVES	56	30
1044131/006	MARY HUEBSCH	PETROHAWK PROPERTIES LP	MF112682G	2/9/2011	880	551	3230	REEVES	56	30
1044131/006	MARY HUEBSCH	PETROHAWK PROPERTIES LP	MF112682G	2/9/2011	880	551	3230	REEVES	56	30
1044131/007	WEETONA STANLEY	PETROHAWK PROPERTIES LP	MF112682F	2/9/2011	880	586	3235	REEVES	56	30
1044131/007	WEETONA STANLEY	PETROHAWK PROPERTIES LP	MF112682F	2/9/2011	880	586	3235	REEVES	56	30
1044131/008	DONNA J SPIVEY	PETROHAWK PROPERTIES LP	MF112682H	2/9/2011	880	593	3236	REEVES	56	30
1044131/008	DONNA J SPIVEY	PETROHAWK PROPERTIES LP	MF112682H	2/9/2011	880	593	3236	REEVES	56	30
1044131/009	TOWANA SPIVEY	PETROHAWK PROPERTIES LP	MF112682I	2/9/2011	880	600	3237	REEVES	56	30
1044131/009	TOWANA SPIVEY	PETROHAWK PROPERTIES LP	MF112682I	2/9/2011	880	600	3237	REEVES	56	30
1044140/001	STATE OF TEXAS M-112449	ANGELLE & DONOHUE OIL & GAS PROPERTIES	M-112449	4/5/2011	879	470	3044	REEVES	53	27
1044141/001	STATE OF TEXAS M-112450	ANGELLE & DONOHUE OIL & GAS PROPERTIES	M-112450	4/5/2011	879	464	3043	REEVES	53	47
1044142/001	STATE OF TEXAS M-112451	ANGELLE & DONOHUE OIL & GAS PROPERTIES	M-112451	4/5/2011	879	458	3042	REEVES	53	23
1044143/001	STATE OF TEXAS (M-112452)	ANGELLE & DONOHUE OIL & GAS PROPERTIES	M-112452	4/5/2011	879	452	3041	REEVES	53	26
1044144/001	STATE OF TEXAS M-112453	ANGELLE & DONOHUE OIL & GAS PROPERTIES	M-112453	4/5/2011	879	446	3040	REEVES	53	35
1044147/001	CARRIE LYN FORD AND LEE MACKEY	PETROHAWK PROPERTIES LP	MF113530	7/18/2011	897	592	6038	REEVES	56	31
1044149/001	TOWANA SPIVEY	PETROHAWK PROPERTIES LP	-	8/12/2011	899	61	6308	REEVES	53	24
1044149/001	TOWANA SPIVEY	PETROHAWK PROPERTIES LP	-	8/12/2011	899	61	6308	REEVES	53	25



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

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	MF Number	Effective Date	Book	Page	File 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	-	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	-	8/12/2011	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

Active MF113664
N/A

N/A



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

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	MF Number	Effective Date	Book	Page	File Number	County	Block	Section
1044160/001	RONALD I WILSON ET UX	PETROHAWK PROPERTIES LP	-	2/9/2011	878	805	2945	REEVES	56	28
1044160/002	ROBERT J HOOK ET UX	PETROHAWK PROPERTIES LP	-	2/9/2011	878	806	2946	REEVES	56	28
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
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
1044169/001	MCCAMEY FARM AND RANCH LP	LEGEND NATURAL GAS IV LP	MF111869G	9/1/2010	882	595	3551	REEVES	53	38
1044169/001	MCCAMEY FARM AND RANCH LP	LEGEND NATURAL GAS IV LP	MF111869G	9/1/2010	882	595	3551	REEVES	53	46
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
1044169/002	ROBBIN LEE YOUNG	LEGEND NATURAL GAS IV LP	MF111869D	9/1/2010	882	655	3557	REEVES	53	38
1044169/002	ROBBIN LEE YOUNG	LEGEND NATURAL GAS IV LP	MF111869D	9/1/2010	882	655	3557	REEVES	53	46
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
1044169/003	JAMES BEASLEY YOUNG III	LEGEND NATURAL GAS IV LP	MF111869C	9/1/2010	882	645	3556	REEVES	53	38
1044169/003	JAMES BEASLEY YOUNG III	LEGEND NATURAL GAS IV LP	MF111869C	9/1/2010	882	645	3556	REEVES	53	46
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
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
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
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
1044169/005	PAMELA PARKER CLIFTON	LEGEND NATURAL GAS IV LP	MF111869A	9/1/2010	882	625	3554	REEVES	53	22
1044169/005	PAMELA PARKER CLIFTON	LEGEND NATURAL GAS IV LP	MF111869A	9/1/2010	882	625	3554	REEVES	53	27
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
1044169/005	PAMELA PARKER CLIFTON	LEGEND NATURAL GAS IV LP	MF111869A	9/1/2010	882	625	3554	REEVES	53	46
1044169/005	PAMELA PARKER CLIFTON	LEGEND NATURAL GAS IV LP	MF111869A	9/1/2010	882	625	3554	REEVES	53	47



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

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

-A
MF-111869
E - (active)
MF-111869
B (active)

no change - MF 117754

MF 112396

active

MF-114473-D
MF-114473-C
(act) MF-114473-A
MF-114473-B
MF-114473-L
MF-114473-E
MF-114473-G
MF-114473-H
MF-114473-J
MF-114473-I
MF-114473-N
MF-114473-M
MF-114473-K
MF-114473-F

MF-114730

BHP Lease ID	Lessor	Lessee	MF Number	Effective Date	Book	Page	File Number	County	Block	Section
1044169/005	PAMELA PARKER CLIFTON	LEGEND NATURAL GAS IV LP	MF111869A	9/1/2010	882	625	3554	REEVES	53	48
1044169/006	ALLISON RENEE PARKER	LEGEND NATURAL GAS IV LP	MF111869E	9/1/2010	882	615	3553	REEVES	53	22
1044169/006	ALLISON RENEE PARKER	LEGEND NATURAL GAS IV LP	MF111869E	9/1/2010	882	615	3553	REEVES	53	27
1044169/006	ALLISON RENEE PARKER	LEGEND NATURAL GAS IV LP	MF111869E	9/1/2010	882	615	3553	REEVES	53	34
1044169/006	ALLISON RENEE PARKER	LEGEND NATURAL GAS IV LP	MF111869E	9/1/2010	882	615	3553	REEVES	53	38
1044169/006	ALLISON RENEE PARKER	LEGEND NATURAL GAS IV LP	MF111869E	9/1/2010	882	615	3553	REEVES	53	46
1044169/006	ALLISON RENEE PARKER	LEGEND NATURAL GAS IV LP	MF111869E	9/1/2010	882	615	3553	REEVES	53	47
1044169/006	ALLISON RENEE PARKER	LEGEND NATURAL GAS IV LP	MF111869E	9/1/2010	882	615	3553	REEVES	53	48
1044169/007	J LOYD PARKER III	LEGEND NATURAL GAS IV LP	MF111869B	9/1/2010	882	605	3552	REEVES	53	22
1044169/007	J LOYD PARKER III	LEGEND NATURAL GAS IV LP	MF111869B	9/1/2010	882	605	3552	REEVES	53	27
1044169/007	J LOYD PARKER III	LEGEND NATURAL GAS IV LP	MF111869B	9/1/2010	882	605	3552	REEVES	53	34
1044169/007	J LOYD PARKER III	LEGEND NATURAL GAS IV LP	MF111869B	9/1/2010	882	605	3552	REEVES	53	38
1044169/007	J LOYD PARKER III	LEGEND NATURAL GAS IV LP	MF111869B	9/1/2010	882	605	3552	REEVES	53	46
1044169/007	J LOYD PARKER III	LEGEND NATURAL GAS IV LP	MF111869B	9/1/2010	882	605	3552	REEVES	53	47
1044169/007	J LOYD PARKER III	LEGEND NATURAL GAS IV LP	MF111869B	9/1/2010	882	605	3552	REEVES	53	48
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
1044174/001	DELA MINERALS INC	PETROHAWK PROPERTIES LP	MF112396	1/21/2011	878	760	2935	REEVES	56	32
1044180/001	ALAN R ZEMAN	PETROHAWK PROPERTIES LP	MF114473D	5/24/2012	951	763	12-05360	REEVES	53	48
1044180/002	CHRISTINA C STAPLETON ET AL	PETROHAWK PROPERTIES LP	MF114473C	5/24/2012	951	746	12-05358	REEVES	53	48
1044180/003	LYNN SWIGART	PETROHAWK PROPERTIES LP	MF114473A	5/24/2012	951	729	12-05355	REEVES	53	48
1044180/004	KARA L KEYZER ET AL	PETROHAWK PROPERTIES LP	MF114473B	5/24/2012	951	736	12-05356	REEVES	53	48
1044180/005	GEORGE M CROSS	PETROHAWK PROPERTIES LP	MF114473L	5/24/2012	956	396	12-05877	REEVES	53	48
1044180/006	BILLIE NELL EASTLAND	PETROHAWK PROPERTIES LP	MF114473E	5/24/2012	951	755	12-05359	REEVES	53	48
1044180/007	WORTH W ROSS ET AL	PETROHAWK PROPERTIES LP	MF114473G	5/24/2012	955	181	12-05677	REEVES	53	48
1044180/008	ROSS A GILSON ET AL	PETROHAWK PROPERTIES LP	MF114473H	5/24/2012	955	190	12-05678	REEVES	53	48
1044180/009	RACHEL MORTON NIXON ET AL	PETROHAWK PROPERTIES LP	MF114473J	5/24/2012	955	216	12-05681	REEVES	53	48
1044180/010	RONALD DAVID COODY ET AL	PETROHAWK PROPERTIES LP	MF114473I	5/24/2012	955	207	12-05680	REEVES	53	48
1044180/011	WILLIAM KINARD CROUCH	PETROHAWK PROPERTIES LP	MF114473N	5/24/2012	955	199	12-05679	REEVES	53	48
1044180/012	JAMES G CRAWFORD	PETROHAWK PROPERTIES LP	MF114473M	5/24/2012	956	388	12-05876	REEVES	53	48
1044180/013	BARBARA ELIZABETH JOHNSON DODSON	PETROHAWK PROPERTIES LP	MF114473K	5/24/2012	956	404	12-05878	REEVES	53	48
1044180/014	WILLIAM MILTON BEVILL ET AL	PETROHAWK PROPERTIES LP	MF114473F	5/24/2012	955	225	12-05682	REEVES	53	48
1044266/002	BLAKE OIL AND GAS CORPORATION	PETROHAWK PROPERTIES LP	-	10/5/2011	910	163	8136	REEVES	56	28



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

EXHIBIT "B"

EXHIBIT "B"

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.

V
O
L

1
2
0
6

P
G

0
3
8
6

913 6



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

EXHIBIT "C"

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.

V
O
L

1
2
0
6

P
G

0
3
8
7

973 4



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

EXHIBIT "D"

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

Intentionally left blank

V
O
L

1
2
0
6

P
G

0
3
8
8

Inst No. 15-09818
DIANNE O. FLOREZ
COUNTY CLERK
2015 Oct 20 at 02:10 PM
REEVES COUNTY, TEXAS
By: BA Bryan J. Albrecht DEPUTY

972 6



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

28 (32)

File No. M/- 111869
Assign ID 9849
Nade/ and Guss to Endurance
Date Filed: 10/19/16
George P. Bush, Commissioner
By AT

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. 1244, PAGE 371, THRU 588.

I hereby certified on 25 August 2016
DIANNE O. FLOREZ, COUNTY CLERK
REEVES COUNTY, TEXAS
BY Elisgrun DEPUTY



5555



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 carl.bonn@glo.texas.gov 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 10135

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:

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 16-16834 of 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

55 x \$25 = \$1,375
pd

Actually 44 Leases
in Both Reeves
& Culberson

(x 52) Reeves
only

\$1,300 OK
pd in full

Atlantic Resources Company, 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
12/16/2016

Check Amount
\$1,300.00

004822
Check Number
1075-4822

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

X

129

17705248

13.13.18

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 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
Culberson	00002820		Dec. 13, 2016/Nov. 1, 2016

ASSIGNMENT FEE: \$25 per State Lease (additional \$25 after 90 days)

INTEREST BEING CONVEYED: (mark one)

Working Interest:

Overriding Royalty Interest:

Other (explain):

Remarks:

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 Endurance Resources Holding II, LLC	Atlantic Resources II Interests LLC	100%	100%	

Attach additional pages as needed.

LEASES COVERED BY THIS TRANSFER:

State Lease #	COUNTY	BLOCK	SECTION	PART OF SECTION	DEPTH RESTRICTION
1. MF-117877	Culberson			W/2	All Depths
2. MF-117878	Culberson			All	All Depths
3. MF-118107	Culberson			All	All Depths
4.					

Mary Quintana
Preparer's Signature

Mary Quintana

Name (please print)

mquintana@arcoperating.com
E-Mail Address

432-683-3272
Telephone Number

Lease Analyst

Title

12-16-16

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

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

DOCUMENT RECORDING INFORMATION: (Include all the counties covered by the properties listed below)

County	File No.	Page	Execution Date/Effective Date
Reeves	16-168334		Dec. 13, 2016/Nov. 1, 2016

ASSIGNMENT FEE: \$25 per State Lease (additional \$25 after 90 days)

INTEREST BEING CONVEYED: (mark one)

Working Interest:

Overriding Royalty Interest:

Other (explain):

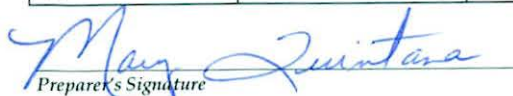
Remarks:

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 Endurance Resources Holding II, LLC	Atlantic Resources II Interests LLC	100%	100%	

Attach additional pages as needed.

LEASES COVERED BY THIS TRANSFER:

State Lease #	COUNTY	BLOCK	SECTION	PART OF SECTION	DEPTH RESTRICTION
1.	See Attachment				
2.					
3.					
4.					


Prepare's Signature

Mary Quintana

Name (please print)

mquintana@cccoperating.com
E-Mail Address

432-683-3272
Telephone Number

Lease Analyst

Title

12-16-16

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



ATLANTIC
RESOURCES COMPANY

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 at mquintana@arcoperating.com. (x 3)

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. Congress Avenue
Austin, TX 78701

Vendor Code
TEX160

Check Date
12/16/2016

Check Amount
\$75.00

Check Number
1075-4823

004823

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

17705249

129

75.75.75

LEASES COVERED BY THIS TRANSFER:

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 Texas
	Reeves	53	38	All	All Depths	
	Reeves	53	46	All	All Depths	
	Reeves	53	27	N/2 & SW/4	All Depths	



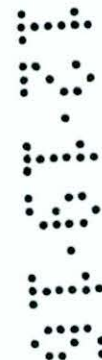
LEASES COVERED BY THIS TRANSFER:

	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-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	
	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	
	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



LEASES COVERED BY THIS TRANSFER:

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
MF-118107	Reeves /Culberson	53	40	All	All Depths	State of Texas
MF-112452	Reeves	53	26	All	All Depths	State of Texas
MF-117877	Reeves /Culberson	53	28	W/2	All Depths	State of Texas
MF-117878	Reeves /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
MF-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
MF-114473L	Reeves	53	48	W/2 SW/4	All Depths	George M. Cross, as Agent for the State of Texas
MF-114473M	Reeves	53	48	W/2 SW/4	All Depths	James G. Crawford, as Agent for the State of Texas
MF-114473B	Reeves	53	48	W/2 SW/4	All Depths	Kara L. Keyzer et al, as Agent for the State of Texas
MF-114473A	Reeves	53	48	W/2 SW/4	All Depths	Lynn Swigart, as Agent for the State of Texas
MF-114473J	Reeves	53	48	W/2 SW/4	All Depths	Rachel Morton Nixon et al, as Agent for the State of Texas
MF-114473I	Reeves	53	48	W/2 SW/4	All Depths	Ronald David Coody et al, as Agent for the State of Texas
MF-114473H	Reeves	53	48	W/2 SW/4	All Depths	Ross A Gilson et al, as Agent for the State of Texas
MF-114473N	Reeves	53	48	W/2 SW/4	All Depths	William Kinard Crouch, as Agent for the State of Texas
MF-114473F	Reeves	53	48	W/2 SW/4	All Depths	William Milton Bevill et al, as Agent for the State of Texas
MF-114473G	Reeves	53	48	W/2 SW/4	All Depths	Worth W. Ross et al, as Agent for the State of Texas
MF-117757	Reeves	56	28	N/2 NE/4 & SE/4 NE/4, W/2	All Depths	Carter Jonothan Coleman, as Agent for the State of Texas
MF-117757	Reeves	56	28	N/2 NE/4 & SE/4 NE/4, W/2	All Depths	Frances A. Pollard, Deceased, as Agent for the State of Texas
MF-117757	Reeves	56	28	W/2	Surface to 100' below the base of the Wolfcamp Formation	H L Hawkins Jr Inc., as Agent for the State of Texas
MF-117757	Reeves	56	28	N/2 NE/4 & SE/4 NE/4, W/2	All Depths	Jill Holt Bell, aka Jill Perry Hold, as Agent for the State of Texas



LEASES COVERED BY THIS TRANSFER:

MF-117758	Reeves	56	28	N/2 NE/4 & SE/4 NE/4	Surface to 100' below the stratigraphic equivalent of the base of the Wolfcamp Formation	Lifetime Benefit of L.H. Meeker et al, as Agent for the State of Texas
MF-117758	Reeves	56	28	N/2 NE/4 & SE/4 NE/4	Surface to 100' below the stratigraphic equivalent of the base of the Wolfcamp Formation	Meeker Investments 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
MF-117758	Reeves	56	28	N/2 NE/4 & SE/4 NE/4	Surface to 100' below the stratigraphic equivalent of the base of the Wolfcamp Formation	Windi Grimes Sole Trustee of the AWP 1983 Tr., as Agent for the State of Texas
MF-112682H	Reeves	56	30	NE/4; NW/4 SE/4	Surface to 100' below the base of the Wolfcamp Formation	Donna J Spivey, as Agent for the State of Texas
MF-112682A	Reeves	56	30	SW/4; NW/4 & E/2; SE/4 & SW/4 SE/4	Surface to 100' below the base of the Wolfcamp Formation	Janis Dee Bourland Helmey, as Agent for the State of Texas



LEASES COVERED BY THIS TRANSFER:

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



8

LEASES COVERED BY THIS TRANSFER:

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

ID 10135

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

MF	MF
111869A-G	117754
112396	5
112451	6
112452	7
112682A-Z	8
113664	117877 Calb
114473A-N	117878 Culb
117612	117884

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. *eff 11-1-16*

ASSIGNMENT, BILL OF SALE AND CONVEYANCE *all*

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");



True and Correct
Original filed in
Culberson County
Clerks Office
BBB
12/14/16

(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 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. 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

91.67.01



True and Correct

Original
12/14/16

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 OR 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.

91.67.31



True and Correct

BM
12/14/16

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.]



True and Correct
[Signature]
12/14/16

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

97.67.27



True and Correct


12/14/16

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

97.67.27



True and Correct
Signature: 
12/14/16

STATE OF TEXAS

§

§

COUNTY OF MIDLAND

§

The foregoing instrument was acknowledged before me this 13th day of December, 2016, by Donald G. Ritter, as Chief Executive Officer of Endurance Resources Holdings II, LLC, a Delaware limited liability company, on behalf of the limited liability company.



Peggy A. Redman
Notary Public
My Commission Expires: 05-06-2017

(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
My Commission Expires: _____

(Notary Seal)

Acknowledgement Page to Assignment, Bill of Sale and Conveyance

#5368044.2

91.07.21



True and Correct
copy of
Original

RJA
12/14/16

STATE OF TEXAS

§

§

COUNTY OF _____

§

The foregoing instrument was acknowledged before me this _____ day of December, 2016, by Donald G. Ritter, as Chief Executive Officer of Endurance Resources Holdings II, LLC, a Delaware limited liability company, on behalf of the limited liability company.

Notary Public

My Commission Expires: _____

(Notary Seal)

STATE OF TEXAS

§

§

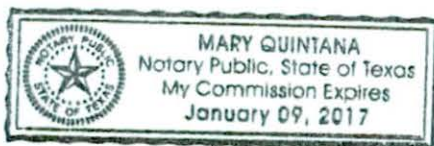
COUNTY OF Midland

§

The foregoing instrument was acknowledged before me this 13th 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.

Mary Quintana
Notary Public
My Commission Expires: 01-09-17

(Notary Seal)



Acknowledgement Page to Assignment, Bill of Sale and Conveyance

#5368044.2

97.07.27

True and Correct
12/14/16

EXHIBIT A
LEASES

	PROSPECT	LESSOR	LESSEE	LEASE & EFFECTIVE DATE	BOOK / PAGE / DOCUMENT	STATE / COUNTY	SECTION	BLOCK	ABSTRACT	SURVEY	LEGAL DESCRIPTION	DESCRIPTIVE DEPTH	GROSS ACRES	LEASE RECORD STATUS
1869-E	Gateway 22	ALLISON RENEE PARKER - ST TX MF 111869E	LEGEND NATURAL GAS IV LP	Sep 01 2010	882-615	TX Reeves	22	53	3570	PSL / HOPPER G	All	All depths	640 000	Active
1869-B	Gateway 22	J LOYD PARKER III - ST TX MF 111869B	LEGEND NATURAL GAS IV LP	Sep 01 2010	882-605	TX Reeves	22	53	3570	PSL / HOPPER G	All	All depths	640 000	Active
1869-C	Gateway 22	JAMES BEASLEY 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
1869-B	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
1869-F	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
1869-A	Gateway 22	PAMELA PARKER CLIFTON - ST TX MF 111869A	LEGEND NATURAL GAS IV LP	Sep 01 2010	882-625	TX Reeves	22	53	3570	PSL / HOPPER G	All	All depths	640 000	Active
1869-D	Gateway 22	ROBBIN LEE YOUNG - ST TX MF 111869D	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	SANDRA 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	ANGELLE & DONOHUE OIL & GAS PROPERTIES - ST TX M 112451	PETROHAWK PROPERTIES LP	Apr 05 2011	879-458	TX Reeves	23	53	3972	PSL	S/2 & NE/4	All depths	480 750	Active
	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
	Allman 24	JANIS DEE BOURLAND HELMEY	PETROHAWK PROPERTIES LP	Aug 12 2011	899-73	TX Reeves	24	53	2294	PSL	All	All depths	640 000	Active
	Allman 24	JEFFERY ALLAN WILSON	PETROHAWK 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	Aug 12 2011	899-64	TX Reeves	24	53	2294	PSL	All	All depths	640 000	Active
	Allman 24	MARY HUEBSCH	PETROHAWK PROPERTIES LP	Aug 12 2011	899-76	TX Reeves	24	53	2294	PSL	All	All depths	640 000	Active
	Allman 24	MICHAEL LYNN BOURLAND	PETROHAWK PROPERTIES LP	Aug 12 2011	899-67	TX Reeves	24	53	2294	PSL	All	All depths	640 000	Active
	Allman 24	TIM WILSON	PETROHAWK PROPERTIES LP	Aug 12 2011	899-70	TX Reeves	24	53	2294	PSL	All	All depths	640 000	Active
	Allman 24	TOWANA SPIVEY	PETROHAWK PROPERTIES LP	Aug 12 2011	899-61	TX Reeves	24	53	2294	PSL	All	All depths	640 000	Active
	Allman 24	WEETONA STANLEY	PETROHAWK PROPERTIES LP	Aug 12 2011	899-79	TX Reeves	24	53	2294	PSL	All	All depths	640 000	Active

97-07-27

True and correct
RIP
12/14/16

EXHIBIT A
LEASES

PROSPECT	LESSOR	LESSEE	LEASE & EFFECTIVE DATE	BOOK / PAGE / DOCUMENT	STATE / COUNTY	SECTION	BLOCK	ABSTRACT	SURVEY	LEGAL DESCRIPTION	DESCRIPTIVE DEPTH	GROSS ACRES	LEASE RECORD 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, 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	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

97.07.27

True and Correct
12/14/16

EXHIBIT A
LEASES

PROSPECT	LESSOR	LESSEE	LEASE & EFFECTIVE DATE	BOOK / PAGE / DOCUMENT	STATE / COUNTY	SECTION	BLOCK	ABSTRACT	SURVEY	LEGAL DESCRIPTION	DESCRIPTIVE DEPTH	GROSS ACRES	LEASE RECORD 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	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	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 N/2 SW/4	All depths	300.000	Active
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 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 N/2 SW/4	All depths	300.000	Active

91.07.21

True and Correct
12/14/16

EXHIBIT A
LEASES

PROSPECT	LESSOR	LESSEE	LEASE & EFFECTIVE DATE	BOOK / PAGE / DOCUMENT	STATE / COUNTY	SECTION	BLOCK	ABSTRACT	SURVEY	LEGAL DESCRIPTION	DESCRIPTIVE DEPTH	GROSS ACRES	LEASE RECORD STATUS
Allman 24	CHARLES LAWHON, JANET LAWHON, JOHN LAWHON, TRACEY SCHEIDLER	Endurance Resources Holdings II LLC	Sep 30 2016	1330-061	TX. Reeves	25	53	3476	PSL	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/4 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 Section 25	All depths	155.032	Active
Allman 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	All depths	180.000	Active
Allman 24	TIM WILSON	PETROHAWK PROPERTIES LP	Aug 12 2011	899-70	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	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
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

97.67.27

True and Correct
12/14/16

EXHIBIT A
LEASES

PROSPECT	LESSOR	LESSEE	LEASE & EFFECTIVE DATE	BOOK / PAGE / DOCUMENT	STATE / COUNTY	SECTION	BLOCK	ABSTRACT	SURVEY	LEGAL DESCRIPTION	DESCRIPTIVE DEPTH	GROSS ACRES	LEASE RECORD STATUS
Aliman 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 N/2 SW/4	All depths	300.000	Active
12452 Duplicate 11869	Johnny Cash 23	ANGELLE & DONOHUE OIL & GAS PROPERTIES	Apr 05 2011	879-452	TX, Reeves	26	53	187 acs - A 3973, 374 acs - A 4129, 80 acs - A 4182	PSL	All	All depths	641.000	Active
"	Gateway 22	ALLISON RENEE PARKER - ST-TX MF 111869E	Sep 01 2010	882-615	TX, Reeves	27	53	3568	PSL / HOPPER WM	N/2 & SW/4	All depths	480.700	Active
"	Gateway 22	J LOYD PARKER III - ST-TX MF 111869B	Sep 01 2010	882-605	TX, Reeves	27	53	3568	PSL / HOPPER WM	N/2 & SW/4	All depths	480.700	Active
"	Gateway 22	JAMES BEASLEY YOUNG III - ST-TX MF 111869C	Sep 01 2010	882-645	TX, Reeves	27	53	3568	PSL / HOPPER WM	N/2 & SW/4	All depths	480.700	Active
"	Gateway 22	MCCAMEY FARM AND RANCH LP - ST-TX MF 111869G	Sep 01 2010	882-595	TX, Reeves	27	53	3568	PSL / HOPPER WM	N/2 & SW/4	All depths	480.700	Active
"	Gateway 22	MICHELLE E JORDAN - ST-TX MF 111869F	Sep 01 2010	882-635	TX, Reeves	27	53	3568	PSL / HOPPER WM	N/2 & SW/4	All depths	480.700	Active
"	Gateway 22	PAMELA PARKER CLIFTON - ST-TX MF 111869A	Sep 01 2010	882-625	TX, Reeves	27	53	3568	PSL / HOPPER WM	N/2 & SW/4	All depths	480.700	Active
"	Gateway 22	ROBBIN LEE YOUNG - ST-TX MF 111869D	Sep 01 2010	882-655	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	1197-427	TX, Reeves	36	53	2652	PSL	N/2	All depths	320.000	Active
117877	GLO 53 Sec 28-33	ENDURANCE RESOURCES HOLDINGS II LLC	Jan 05 2016	1260-0206	TX, Culberson & Reeves	28	53	2652	PSL	W/2	All depths	320.500	Active
17878 Duplicate 11869	GLO 53 Sec 28-33	ENDURANCE RESOURCES HOLDINGS II LLC	Jan 05 2016	1260-0195	TX, Culberson & Reeves	33	53	2	PSL	All	All depths	641.000	Active
"	Gateway 34	ALLISON RENEE PARKER - ST-TX MF 111869E	Sep 01 2010	882-615	TX, Reeves	34	53	3567	PSL	All	All depths	641.000	Active
"	Gateway 34	J LOYD PARKER III - ST-TX MF 111869B	Sep 01 2010	882-605	TX, Reeves	34	53	3567	PSL	All	All depths	641.000	Active
"	Gateway 34	JAMES BEASLEY YOUNG III - ST-TX MF 111869C	Sep 01 2010	882-645	TX, Reeves	34	53	3567	PSL	All	All depths	641.000	Active
"	Gateway 34	MCCAMEY FARM AND RANCH LP - ST-TX MF 111869G	Sep 01 2010	882-595	TX, Reeves	34	53	3567	PSL	All	All depths	641.000	Active
"	Gateway 34	MICHELLE E JORDAN - ST-TX MF 111869F	Sep 01 2010	882-635	TX, Reeves	34	53	3567	PSL	All	All depths	641.000	Active

07.07.21

True and Correct

12/14/16

EXHIBIT A
LEASES

	PROSPECT	LESSOR	LESSEE	LEASE & EFFECTIVE DATE	BOOK / PAGE / DOCUMENT	STATE / COUNTY	SECTION	BLOCK	ABSTRACT	SURVEY	LEGAL DESCRIPTION	DESCRIPTIVE DEPTH	GROSS ACRES	LEASE RECORD STATUS
Duplicate 11869	Gateway 34	PAMELA PARKER CLIFTON - ST TX MF 111869A	LEGEND NATURAL GAS IV LP	Sep 01 2010	882-625	TX. Reeves	34	53	3567	PSL	All	All depths	641 000	Active
"	Gateway 34	ROBBIN LEE 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
17612	Howlin Wolf Blk 53 Sec 35	LOWE ROYALTY PARTNERS LP - ST TX MF 117612	ENDURANCE RESOURCES HOLDINGS II LLC	Jul 15 2015	1202-0403	TX. Reeves	35	53	3467	PSL/LL FORD	S/2 & NE/4	All depths	480 000	Active
	Gateway fna Cottonwood	LOWE ROYALTY PARTNERS LP	ENDURANCE RESOURCES HOLDINGS II LLC	Jul 15 2015	1202-0403	TX. Reeves	36	53	2610	PSL	N/2	All depths	320 000	Active
Duplicate 17612	Howlin Wolf Blk 53 Sec 37	LOWE ROYALTY PARTNERS LP - ST TX MF 117612	ENDURANCE RESOURCES HOLDINGS II LLC	Jul 15 2015	1202-0403	TX. Reeves	37	53	5968	PSL	W/2	All depths	320 000	Active
Duplicate 11869	Gateway 38	ALLISON RENEE PARKER - ST TX MF 111869E	LEGEND NATURAL GAS IV LP	Sep 01 2010	882-615	TX. Reeves	38	53	2981	PSL	All	All depths	641 000	Active
"	Gateway 38	J LOYD PARKER III - ST TX MF 111869B	LEGEND NATURAL GAS IV LP	Sep 01 2010	882-605	TX. Reeves	38	53	2981	PSL	All	All depths	641 000	Active
"	Gateway 38	JAMES BEASLEY YOUNG III - ST TX MF 111869C	LEGEND NATURAL GAS IV LP	Sep 01 2010	882-645	TX. Reeves	38	53	2981	PSL	All	All depths	641 000	Active
"	Gateway 38	MCCAMEY FARM AND RANCH LP - ST TX MF 111869G	LEGEND NATURAL GAS IV LP	Sep 01 2010	882-595	TX. Reeves	38	53	2981	PSL	All	All depths	641 000	Active
"	Gateway 38	MICHELLE E JORDAN - ST TX MF 111869F	LEGEND NATURAL GAS IV LP	Sep 01 2010	882-635	TX. Reeves	38	53	2981	PSL	All	All depths	641 000	Active
"	Gateway 38	PAMELA PARKER CLIFTON - ST TX MF 111869A	LEGEND NATURAL GAS IV LP	Sep 01 2010	882-625	TX. Reeves	38	53	2981	PSL	All	All depths	641 000	Active
"	Gateway 38	ROBBIN LEE YOUNG - ST TX MF 111869D	LEGEND NATURAL GAS IV LP	Sep 01 2010	882-655	TX. Reeves	38	53	2981	PSL	All	All depths	641 000	Active
117854	GLO 53 Sec 39-46	ST TX MF 117854	ENDURANCE RESOURCES HOLDINGS II LLC	Jan 05 2016	1260-0184	TX. Reeves	39	53		PSL	All	All depths	641 000	Active
18107	GLO Sect 40	ST TX MF 118107	ENDURANCE RESOURCES HOLDINGS II LLC	Jul 19 2016		TX. Culberson & Reeves	40	53	2654	PSL	All	All depths	641 000	Active
Duplicate 1869	GLO 53 Sec 39-46	ALLISON RENEE PARKER - ST TX MF 111869E	LEGEND NATURAL GAS IV LP	Sep 01 2010	882-615	TX. Reeves	46	53	2657	PSL	All	All depths	641 000	Active
"	GLO 53 Sec 39-46	J LOYD PARKER III - ST TX MF 111869B	LEGEND NATURAL GAS IV LP	Sep 01 2010	882-605	TX. Reeves	46	53	2657	PSL	All	All depths	641 000	Active
"	GLO 53 Sec 39-46	JAMES BEASLEY YOUNG III - ST TX MF 111869C	LEGEND NATURAL GAS IV LP	Sep 01 2010	882-645	TX. Reeves	46	53	2657	PSL	All	All depths	641 000	Active
"	GLO 53 Sec 39-46	MCCAMEY FARM AND RANCH LP - ST TX MF 111869G	LEGEND NATURAL GAS IV LP	Sep 01 2010	882-595	TX. Reeves	46	53	2657	PSL	All	All depths	641 000	Active
"	GLO 53 Sec 39-46	MICHELLE E JORDAN - ST TX MF 111869F	LEGEND NATURAL GAS IV LP	Sep 01 2010	882-635	TX. Reeves	46	53	2657	PSL	All	All depths	641 000	Active

07.07.21

True and Correct

12/14/16

EXHIBIT A
LEASES

	PROSPECT	LESSOR	LESSEE	LEASE & EFFECTIVE DATE	BOOK / PAGE / DOCUMENT	STATE / COUNTY	SECTION	BLOCK	ABSTRACT	SURVEY	LEGAL DESCRIPTION	DESCRIPTIVE DEPTH	GROSS ACRES	LEASE RECORD STATUS
Duplicate 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
"	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
"	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
"	Gateway 38	JAMES BEASLEY YOUNG III - ST TX 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
"	Gateway 38	MCCAMEY FARM AND RANCH LP - ST TX MF 111869C	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	Active
4473-D	Gateway 48	ALAN R ZEMAN - ST TX MF 114473D	PETROHAWK PROPERTIES LP	May 24 2012	951-753	TX Reeves	48	53	3628	PSL	W/2 SW/4	All depths	80 000	Active
Duplicate 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	Gateway 48	BARBARA ELIZABETH JOHNSON DODSON - ST TX MF 114473K	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	BILLIE NELL EASTLAND - ST TX MF 114473E	PETROHAWK PROPERTIES LP	May 24 2012	951-755	TX Reeves	48	53	3628	PSL	W/2 SW/4	All depths	80 000	Active
4473C	Gateway 48	CHRISTINA C STAPLETON ET AL - ST TX MF 114473C	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	Gateway 48	GEORGE M CROSS - ST TX MF 114473L	PETROHAWK PROPERTIES LP	May 24 2012	956-396	TX Reeves	48	53	3628	PSL	W/2 SW/4	All depths	80 000	Active
Duplicate 1869	Gateway 48	J LOYD PARKER III - ST TX MF 111869B	LEGEND NATURAL 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	JAMES BEASLEY YOUNG III - ST TX MF 111869C	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-M	Gateway 48	JAMES G CRAWFORD - ST TX MF 114473M	PETROHAWK PROPERTIES LP	May 24 2012	956-388	TX Reeves	48	53	3628	PSL	W/2 SW/4	All depths	80 000	Active
4473-B	Gateway 48	KARA L KEYZER ET AL - ST TX MF 114473B	PETROHAWK PROPERTIES LP	May 24 2012	951-736	TX Reeves	48	53	3628	PSL	W/2 SW/4	All depths	80 000	Active

97.67.77

12/14/16

EXHIBIT A
LEASES

	PROSPECT	LESSOR	LESSEE	LEASE & EFFECTIVE DATE	BOOK / PAGE / DOCUMENT	STATE / COUNTY	SECTION	BLOCK	ABSTRACT	SURVEY	LEGAL DESCRIPTION	DESCRIPTIVE DEPTH	GROSS ACRES	LEASE RECORD STATUS
4473-A Duplicate 1869	Gateway 48	LYNN SWIGART - ST TX MF 114473A	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 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
11	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 Duplicate 1869	Gateway 48	RACHEL MORTON NIXON ET AL - ST TX MF 114473J	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	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
4473-I	Gateway 48	RONALD DAVID COODY ET AL - ST TX MF 114473I	PETROHAWK PROPERTIES LP	May 24 2012	955-207	TX. Reeves	48	53	3628	PSL	W/2 SW/4	All depths	80 000	Active
4473-H	Gateway 48	ROSS A GILSON ET AL - ST TX MF 114473H	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 MF 114473N	PETROHAWK PROPERTIES LP	May 24 2012	955-195	TX. Reeves	48	53	3628	PSL	W/2 SW/4	All depths	80 000	Active
4473-F	Gateway 48	WILLIAM MILTON BEVILL ET AL - ST TX MF 114473F	PETROHAWK PROPERTIES LP	May 24 2012	955-225	TX. Reeves	48	53	3628	PSL	W/2 SW/4	All depths	80 000	Active
4473-G	Gateway 48	WORTH W ROSS ET AL - ST TX MF 114473G	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
Duplicate	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

07.07.21

12/14/16

EXHIBIT A
LEASES

PROSPECT	LESSOR	LESSEE	LEASE & EFFECTIVE DATE	BOOK / PAGE / DOCUMENT	STATE / COUNTY	SECTION	BLOCK	ABSTRACT	SURVEY	LEGAL DESCRIPTION	DESCRIPTIVE DEPTH	GROSS ACRES	LEASE RECORD STATUS
Orbison 28	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
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	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	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	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
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	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	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
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	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 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

97.67.37

BPM
12/14/16

EXHIBIT A
LEASES

	PROSPECT	LESSOR	LESSEE	LEASE & EFFECTIVE DATE	BOOK / PAGE / DOCUMENT	STATE / COUNTY	SECTION	BLOCK	ABSTRACT	SURVEY	LEGAL DESCRIPTION	DESCRIPTIVE DEPTH	GROSS ACRES	LEASE RECORD STATUS
117756	Orbison 28	WILLIAM PERRY COLEMAN - ST TX MF 117757	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
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	All depths	319 140	Active
Duplicate 117756	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
	Santana 29	DONNA J SPIVEY	PETROHAWK PROPERTIES LP	Aug 12 2011	899-82	TX Reeves	29	56	2292	PSL	All	All depths	640 000	Active
	Santana 29	JANIS DEE BOURLAND HELMEY	PETROHAWK PROPERTIES LP	Aug 12 2011	899-73	TX Reeves	29	56	2292	PSL	All	All depths	640 000	Active
	Santana 29	JEFFERY ALLAN WILSON	PETROHAWK PROPERTIES LP	Aug 12 2011	899-85	TX Reeves	29	56	2292	PSL	All	All depths	640 000	Active
	Santana 29	LEWIS KEITH LYNN	PETROHAWK PROPERTIES LP	Aug 12 2011	899-64	TX Reeves	29	56	2292	PSL	All	All depths	640 000	Active
	Santana 29	MARY HUEBSCH	PETROHAWK PROPERTIES LP	Aug 12 2011	899-76	TX Reeves	29	56	2292	PSL	All	All depths	640 000	Active
	Santana 29	MICHAEL LYNN BOURLAND	PETROHAWK PROPERTIES LP	Aug 12 2011	899-67	TX Reeves	29	56	2292	PSL	All	All depths	640 000	Active
	Santana 29	TIM WILSON	PETROHAWK PROPERTIES LP	Aug 12 2011	899-70	TX Reeves	29	56	2292	PSL	All	All depths	640 000	Active
	Santana 29	TOWANA SPIVEY	PETROHAWK PROPERTIES LP	Aug 12 2011	899-61	TX 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	Active
112682-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	Surface to 100' below the base of the Wolfcamp Formation	160 000	Active
Duplicate	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
112682-A	Muddy Water 30	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	Active
Duplicate	Muddy Water 30	JANIS DEE BOURLAND HELMEY - ST TX MF 112682A	PETROHAWK PROPERTIES LP	Feb 09 2011	880-579	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
Duplicate	Muddy Water 30	JANIS DEE BOURLAND HELMEY - ST TX MF 112682A	PETROHAWK PROPERTIES LP	Feb 09 2011	880-579	TX Reeves	30	56	2291	PSL	NW/4 SE/4	Surface to 100' below the base of the Wolfcamp Formation	40 000	Active
112682-D	Muddy Water 30	JEFFERY ALLAN WILSON - ST TX MF 112682D	PETROHAWK PROPERTIES LP	Feb 09 2011	880-607	TX Reeves	30	56	2291	PSL	NE/4	Surface to 100' below the base of the Wolfcamp Formation	160 000	Active

ST-61-31

APR 12/14/16

EXHIBIT A
LEASES

	PROSPECT	LESSOR	LESSEE	LEASE & EFFECTIVE DATE	BOOK / PAGE / DOCUMENT	STATE / COUNTY	SECTION	BLOCK	ABSTRACT	SURVEY	LEGAL DESCRIPTION	DESCRIPTIVE DEPTH	GROSS ACRES	LEASE RECORD STATUS
12682-D	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	40.000	Active
Duplicate	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-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 & E/2 SE/4 & SW/4 SE/4	Surface to 100' below the base of the Wolfcamp Formation	280.000	Active
Duplicate	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
12682-G	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
Duplicate	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-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
Duplicate	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 & 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
Duplicate	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
12682-F	Muddy Water 30	TOWANA SPIVEY - ST TX MF 112682F	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
Duplicate	Gateway fns Cottonwood	TOWANA SPIVEY - ST TX MF 112682F	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

31.61.21

12/14/16

EXHIBIT A
LEASES

PROSPECT	LESSOR	LESSEE	LEASE & EFFECTIVE DATE	BOOK / PAGE / DOCUMENT	STATE / COUNTY	SECTION	BLOCK	ABSTRACT	SURVEY	LEGAL DESCRIPTION	DESCRIPTIVE DEPTH	GROSS ACRES	LEASE RECORD STATUS
2682-F Muddy Water 30	WEETONA STANLEY - ST TX MF 112682F	PETROHAWK PROPERTIES LP	Feb 09 2011	880-585	TX Reeves	30	56	2291	PSL	NE/4	Surface to 100' below the base of the Wolfcamp Formation	160.000	Active
Duplicate Muddy Water 30	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
2396 BB King 32	DELA MINERALS INC - ST TX MF 112396	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	

07.07.21

12/14/16

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	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

97.67.37

12/14/16

EXHIBIT A-1
Easements

DOCUMENT NAME	CONTRACT DATE	GRANTOR	GRANTEE	COUNTY/STATE	LEGAL DESCRIPTION	BLOCK / SECTION	SURVEY	WELLS
Road Access Easement	Dec 01 2015	Pleasant Street Limited et al	Endurance Resources Holdings II LLC	Reeves County, Texas	SW/4 of Section 12 W/2 of Section 13	S3-12 S3-13	PSL	
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 Farm & Ranch LP, Robin Lee Young, Young Cottonwood Oil & Gas LP	Endurance Resources LLC & Endurance Resources Holdings II LLC	Reeves County, Texas	NE/4	S3-21	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 53, PSL Survey, Culberson County, Texas and ends at Texas Farm to Market road 2119 in Section 12, Block 53, PSL Survey, Reeves County, Texas	S3-21 S3-12	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 Gossmann, 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 33 NW/4NW/4 of Section 40	S3-21 S3-22 S3-28 S3-33 S3-40	PSL	State Gateway 21 2H State Gateway 21 SWD 1
Multi-Use Right-of-Way and Easement Agreement	Mar 01 2016	Robert B Kornegay	Endurance Resources Holdings II LLC	Reeves County, Texas	NW/4	S3-23	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	S3-23	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 29	S3-26 S3-29	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 29	S3-26 S3-29	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 29	S3-26 S3-29	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 29	S3-26 S3-29	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 21 2H State BB 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	S3-35	PSL	
Surface Use Agreement	Sep 01 2015	Lowe Royalty Partners LP	Endurance Resources Holdings II LLC	Reeves County, Texas	S/2 & NE/4	S3-35	PSL	
Surface Use and Drill Site Agreement	Mar 4 2016	JWM Minerals, LLC	Endurance Resources Holdings II LLC	Reeves County, Texas	NE/4	S6-28	PSL	Orbison 28 6H

97.67.37

TRIC 0115 2015
PJR
12/14/16

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 1/4	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 5H State Muddy Water 30 2H
Multi-Use Right-of-Way and Easement Agreement	Jul 28 2015	Janis Dee Helme	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
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 5H State Muddy Water 30 2H
Multi-Use Right-of-Way and Easement 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 5H State Muddy Water 30 2H
Multi-Use Right-of-Way and Easement 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
Multi-Use Right-of-Way and Easement 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
Multi-Use Right-of-Way and Easement 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	Santana 29 5H State Muddy Water 30 2H
Multi-Use Right-of-Way and Easement Agreement	Jul 28 2015	Towane 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 5H State Muddy Water 30 2H
Multi-Use Right-of-Way and Easement 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 5H 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 5H State Muddy Water 30 2H

True and Correct
BJS
12/14/16

97-01-31

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	Sep 29 2015	Estate of J Lloyd 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	S/2	53-41	PSL	

Print and Connect

BPA
12/14/16

97.67.27

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.

BP
12/14/16



00000002820

Original
Wade

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 _____
of the _____
Records of Culberson County, Texas.

FILED FOR RECORD
AT 11:44 O'CLOCK A. M.
ON THE 14th DAY OF December
A.D., 2016

Linda McDonald
COUNTY AND DISTRICT CLERK
CULBERSON COUNTY, TEXAS
BY _____ DEPUTY



COUNTY AND DISTRICT
CLERK CULBERSON
COUNTY, TEXAS

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 Asgn B.O.S. convey dated 13th December,
2016 filed for record in my office this 14th day of December
2016, at 11:44 A.M. under Clerk's File No. 02820 to be
recorded in the OPR Records of Culberson County,
Texas.
TO CERTIFY WHICH, Witness my hand and seal at Van Horn this 14th
day of December, 2016
By Rosa Deez Deputy LINDA McDONALD, COUNTY CLERK
CULBERSON COUNTY, TEXAS

97.67.21

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

True & Correct Copy of a
Document on file at
Reeves County Texas,
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

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.

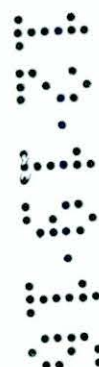
These excluded properties, rights and interests specified in the immediately preceding subsections (a) through (o), inclusive, are collectively referred to as the "**Excluded Properties.**" Grantee shall not be responsible for, and Grantor expressly retains, all liabilities related to the Excluded Properties, 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 HEREFTER 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. 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 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 OR 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.

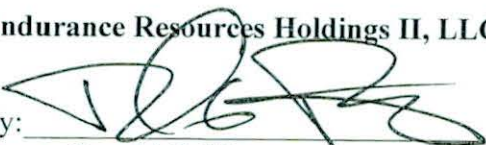
[Remainder of page intentionally left blank; signature page follows.]



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

By: 

Name: Donald G. Ritter

Title: Chief Executive Officer

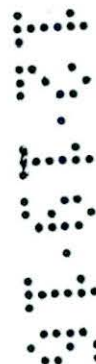
GRANTEE:

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

By:  _____
Name: R.A. Jennings
Title: Chief Executive Officer



STATE OF TEXAS

§

§

COUNTY OF MIDLAND

§

The foregoing instrument was acknowledged before me this 13th day of December, 2016, by Donald G. Ritter, as Chief Executive Officer of Endurance Resources Holdings II, LLC, a Delaware limited liability company, on behalf of the limited liability company.



Peggy A. Redman
Notary Public
My Commission Expires: 05-06-2017

(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
My Commission Expires: _____

(Notary Seal)

Acknowledgement Page to Assignment, Bill of Sale and Conveyance

#5368044.2

True & Correct Copy of a
Document on file at
Reeves County Texas,
Dianne O. Florez, County Clerk
Page 11 of 30

STATE OF TEXAS

§

§

COUNTY OF _____

§

The foregoing instrument was acknowledged before me this _____ day of December, 2016, by Donald G. Ritter, as Chief Executive Officer of Endurance Resources Holdings II, LLC, a Delaware limited liability company, on behalf of the limited liability company.

Notary Public

My Commission Expires: _____

(Notary Seal)

STATE OF TEXAS

§

§

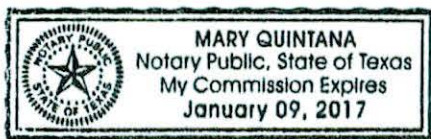
COUNTY OF Midland

§

The foregoing instrument was acknowledged before me this 13th 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.

Mary Quintana
Notary Public
My Commission Expires: 01-09-17

(Notary Seal)



Acknowledgement Page to Assignment, Bill of Sale and Conveyance

#5368044.2

True & Correct Copy of a
Document on file at
Reeves County Texas,
Dianne O. Florez, County Clerk
Page 12 of 30

EXHIBIT A
LEASES

PROSPECT	LESSOR	LESSEE	LEASE & EFFECTIVE DATE	BOOK / PAGE / DOCUMENT	STATE / COUNTY	SECTION	BLOCK	ABSTRACT	SURVEY	LEGAL DESCRIPTION	DESCRIPTIVE DEPTH	GROSS ACRES	LEASE RECORD STATUS
11869-E	Gateway 22	ALLISON RENEE PARKER - ST TX MF 111869E	LEGEND NATURAL GAS IV LP	Sep 01 2010	882-615	TX, Reeves	22	53	3570	PSL / HOPPER G	All	640.000	Active
1869-B	Gateway 22	J LLOYD PARKER III - ST TX MF 111869B	LEGEND NATURAL GAS IV LP	Sep 01 2010	882-605	TX, Reeves	22	53	3570	PSL / HOPPER G	All	640.000	Active
11869-C	Gateway 22	JAMES BEASLEY 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	640.000	Active
1869-G	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	640.000	Active
11869-F	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	640.000	Active
1869-A	Gateway 22	PAMELA PARKER CLIFTON - ST TX MF 111869A	LEGEND NATURAL GAS IV LP	Sep 01 2010	882-625	TX, Reeves	22	53	3570	PSL / HOPPER G	All	640.000	Active
11869-D	Gateway 22	ROBBIN LEE YOUNG - ST TX MF 111869D	LEGEND NATURAL GAS IV LP	Sep 01 2010	882-655	TX, Reeves	22	53	3570	PSL / HOPPER G	All	640.000	Active
113664	Johnny Cash 23	SANDRA KORNEGAY METCALF ET AL - ST TX MF 113664	PETROHAWK PROPERTIES LP	Aug 26 2011	907-203	TX, Reeves	23	53	4088	PSL	NW/4	160.250	Active
12451	Johnny Cash 23	ANGELLE & DONOHUE OIL & GAS PROPERTIES ST TX M 112451	PETROHAWK PROPERTIES LP	Apr 05 2011	879-458	TX, Reeves	23	53	3972	PSL	S/2 & NE/4	480.750	Active
	Allman 24	DONNA J SPIVEY	PETROHAWK PROPERTIES LP	Aug 12 2011	899-82	TX, Reeves	24	53	2294	PSL	All	640.000	Active
	Allman 24	JANIS DEE BOURLAND HELMEY	PETROHAWK PROPERTIES LP	Aug 12 2011	899-73	TX, Reeves	24	53	2294	PSL	All	640.000	Active
	Allman 24	JEFFERY ALLAN WILSON	PETROHAWK PROPERTIES LP	Aug 12 2011	899-85	TX, Reeves	24	53	2294	PSL	All	640.000	Active
	Allman 24	LEWIS KEITH LYNN	PETROHAWK PROPERTIES LP	Aug 12 2011	899-84	TX, Reeves	24	53	2294	PSL	All	640.000	Active
	Allman 24	MARY HUEBSCH	PETROHAWK PROPERTIES LP	Aug 12 2011	899-76	TX, Reeves	24	53	2294	PSL	All	640.000	Active
	Allman 24	MICHAEL LYNN BOURLAND	PETROHAWK PROPERTIES LP	Aug 12 2011	899-67	TX, Reeves	24	53	2294	PSL	All	640.000	Active
	Allman 24	TIM WILSON	PETROHAWK PROPERTIES LP	Aug 12 2011	899-70	TX, Reeves	24	53	2294	PSL	All	640.000	Active
	Allman 24	TOWANA SPIVEY	PETROHAWK PROPERTIES LP	Aug 12 2011	899-61	TX, Reeves	24	53	2294	PSL	All	640.000	Active
	Allman 24	WEETONA STANLEY	PETROHAWK PROPERTIES LP	Aug 12 2011	899-79	TX, Reeves	24	53	2294	PSL	All	640.000	Active

True & Correct Copy of a
Document on file at
Reeves County Texas,
Dianne O. Florez, County Clerk
Page 13 of 30

MF -
112452
Duplicate
Duplicate
- duplicate
- duplicate
- duplicate
duplicate
duplicate

117877
17878
duplicate
duplicate
- duplicate
- duplicate
- duplicate

True & Correct Copy of a
Document on file at
Reeves County Texas,
Dianne O. Florez, County Clerk
Page 17 of 30

EXHIBIT A
LEASES

PROSPECT	LESSOR	LESSEE	LEASE & EFFECTIVE DATE	BOOK / PAGE / DOCUMENT	STATE / COUNTY	SECTION	BLOCK	ABSTRACT	SURVEY	LEGAL DESCRIPTION	DESCRIPTIVE DEPTH	GROSS ACRES	LEASE RECORD 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, 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	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

True & Correct Copy of a
Document on file at
Reeves County Texas,
Dianne O. Florez, County Clerk
Page 14 of 30

EXHIBIT A
LEASES

PROSPECT	LESSOR	LESSEE	LEASE & EFFECTIVE DATE	BOOK / PAGE / DOCUMENT	STATE / COUNTY	SECTION	BLOCK	ABSTRACT	SURVEY	LEGAL DESCRIPTION	DESCRIPTIVE DEPTH	GROSS ACRES	LEASE RECORD 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	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	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	Active
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	Active

True & Correct Copy of a
document on file at
Reeves County Texas,
Dianne O. Florez, County Clerk
Page 15 of 30

EXHIBIT A
LEASES

PROSPECT	LESSOR	LESSEE	LEASE & EFFECTIVE DATE	BOOK / PAGE / DOCUMENT	STATE / COUNTY	SECTION	BLOCK	ABSTRACT	SURVEY	LEGAL DESCRIPTION	DESCRIPTIVE DEPTH	GROSS ACRES	LEASE RECORD STATUS
Allman 24	CHARLES LAWHON, JANET LAWHON, JOHN LAWHON, TRACEY SCHEIDLER	Endurance Resources Holdings II, LLC	Sep 30 2016	1330-061	TX, Reeves	25	53	3476	PSL	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 22.579 feet of lot 99, all in Block 1 of the Southwestern Development Company of Toyah, Texas Subdivision of the SE/4 of Section 25,	All depths	155.032	Active
Allman 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	All depths	180.000	Active
Allman 24	TIM WILSON	PETROHAWK PROPERTIES LP	Aug 12 2011	899-70	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	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
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

True & Correct Copy of a
Document on file at
Reeves County Texas,
Dianne O. Florez, County Clerk
Page 16 of 30

EXHIBIT A
LEASES

	PROSPECT	LESSOR	LESSEE	LEASE & EFFECTIVE DATE	BOOK / PAGE / DOCUMENT	STATE / COUNTY	SECTION	BLOCK	ABSTRACT	SURVEY	LEGAL DESCRIPTION	DESCRIPTIVE DEPTH	GROSS ACRES	LEASE RECORD STATUS
Duplicate	Gateway 34	PAMELA PARKER CLIFTON - ST TX MF 111869A	LEGEND NATURAL GAS IV LP	Sep 01 2010	882-625	TX, Reeves	34	53	3567	PSL	All	All depths	641.000	Active
Duplicate	Gateway 34	ROBBIN LEE 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
17612	Howlin Wolf Blk 53 Sec 35	LOWE ROYALTY PARTNERS LP - ST TX MF 117612	ENDURANCE RESOURCES HOLDINGS II LLC	Jul 15 2015	1202-0403	TX, Reeves	35	53	3467	PSL/LL FORD	S/2 & NE/4	All depths	480.000	Active
Duplicate	Gateway fna Cottonwood	LOWE ROYALTY PARTNERS LP	ENDURANCE RESOURCES HOLDINGS II LLC	Jul 15 2015	1202-0403	TX, Reeves	36	53	2610	PSL	N/2	All depths	320.000	Active
Duplicate	Howlin Wolf Blk 53 Sec 37	LOWE ROYALTY PARTNERS LP - ST TX MF 117612	ENDURANCE RESOURCES HOLDINGS II LLC	Jul 15 2015	1202-0403	TX, Reeves	37	53	5968	PSL	W/2	All depths	320.000	Active
Duplicate	Gateway 38	ALLISON RENEE PARKER - ST TX MF 111869E	LEGEND NATURAL GAS IV LP	Sep 01 2010	882-615	TX, Reeves	38	53	2981	PSL	All	All depths	641.000	Active
Duplicate	Gateway 38	J LOYD PARKER III - ST TX MF 111869B	LEGEND NATURAL GAS IV LP	Sep 01 2010	882-605	TX, Reeves	38	53	2981	PSL	All	All depths	641.000	Active
Duplicate	Gateway 38	JAMES BEASLEY YOUNG III - ST TX MF 111869C	LEGEND NATURAL GAS IV LP	Sep 01 2010	882-645	TX, Reeves	38	53	2981	PSL	All	All depths	641.000	Active
Duplicate	Gateway 38	MCCAMEY FARM AND RANCH LP - ST TX MF 111869G	LEGEND NATURAL GAS IV LP	Sep 01 2010	882-595	TX, Reeves	38	53	2981	PSL	All	All depths	641.000	Active
Duplicate	Gateway 38	MICHELLE E JORDAN - ST TX MF 111869F	LEGEND NATURAL GAS IV LP	Sep 01 2010	882-635	TX, Reeves	38	53	2981	PSL	All	All depths	641.000	Active
Duplicate	Gateway 38	PAMELA PARKER CLIFTON - ST TX MF 111869A	LEGEND NATURAL GAS IV LP	Sep 01 2010	882-625	TX, Reeves	38	53	2981	PSL	All	All depths	641.000	Active
Duplicate	Gateway 38	ROBBIN LEE YOUNG - ST TX MF 111869D	LEGEND NATURAL GAS IV LP	Sep 01 2010	882-655	TX, Reeves	38	53	2981	PSL	All	All depths	641.000	Active
117884	GLO 53 Sec 39-46	ST TX MF 117884	ENDURANCE RESOURCES HOLDINGS II LLC	Jan 05 2016	1260-0184	TX, Reeves	39	53		PSI	All	All depths	641.000	Active
118107	GLO Sect 40	ST TX MF 118107	ENDURANCE RESOURCES HOLDINGS II LLC	Jul 19 2016		TX, Culberson & Reeves	40	53	2654	PSL	All	All depths	641.000	Active
Duplicate	GLO 53 Sec 39-46	ALLISON RENEE PARKER - ST TX MF 111869E	LEGEND NATURAL GAS IV LP	Sep 01 2010	882-615	TX, Reeves	46	53	2657	PSL	All	All depths	641.000	Active
Duplicate	GLO 53 Sec 39-46	J LOYD PARKER III - ST TX MF 111869B	LEGEND NATURAL GAS IV LP	Sep 01 2010	882-605	TX, Reeves	46	53	2657	PSL	All	All depths	641.000	Active
Duplicate	GLO 53 Sec 39-46	JAMES BEASLEY YOUNG III - ST TX MF 111869C	LEGEND NATURAL GAS IV LP	Sep 01 2010	882-645	TX, Reeves	46	53	2657	PSL	All	All depths	641.000	Active
Duplicate	GLO 53 Sec 39-46	MCCAMEY FARM AND RANCH LP - ST TX MF 111869G	LEGEND NATURAL GAS IV LP	Sep 01 2010	882-595	TX, Reeves	46	53	2657	PSL	All	All depths	641.000	Active
Duplicate	GLO 53 Sec 39-46	MICHELLE E JORDAN - ST TX MF 111869F	LEGEND NATURAL GAS IV LP	Sep 01 2010	882-635	TX, Reeves	46	53	2657	PSL	All	All depths	641.000	Active



True & Correct Copy of a
Document on file at
Reeves County Texas,
Dianne O. Florez, County Clerk
Page 18 of 30

EXHIBIT A
LEASES

	PROSPECT	LESSOR	LESSEE	LEASE & EFFECTIVE DATE	BOOK / PAGE / DOCUMENT	STATE / COUNTY	SECTION	BLOCK	ABSTRACT	SURVEY	LEGAL DESCRIPTION	DESCRIPTIVE DEPTH	GROSS ACRES	LEASE RECORD STATUS
uplicate	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
uplicate	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
uplicate	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
uplicate	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
uplicate	Gateway 38	JAMES BEASLEY YOUNG III - ST TX 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
uplicate	Gateway 38	MCCAMEY FARM AND RANCH LP - ST TX MF 111869F	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
uplicate	Gateway 38	MICHELLE E JORDAN - ST TX MF 111869G	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
uplicate	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
uplicate	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	Active
4473-D	Gateway 48	ALAN R ZEMAN - ST TX MF 114473D	PETROHAWK PROPERTIES LP	May 24 2012	951-763	TX, Reeves	48	53	3628	PSL	W/2 SW/4	All depths	80.000	Active
uplicate	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
4473-K	Gateway 48	BARBARA ELIZABETH JOHNSON DODSON - ST TX MF 114473K	PETROHAWK PROPERTIES LP	May 24 2012	956-404	TX, Reeves	48	53	3628	PSL	W/2 SW/4	All depths	80.000	Active
4473-E	Gateway 48	BILLIE NELL EASTLAND - ST TX MF 114473E	PETROHAWK PROPERTIES LP	May 24 2012	951-755	TX, Reeves	48	53	3628	PSL	W/2 SW/4	All depths	80.000	Active
114473-C	Gateway 48	CHRISTINA C STAPLETON ET AL - ST TX MF 114473C	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	Gateway 48	GEORGE M CROSS ST TX MF 114473L	PETROHAWK PROPERTIES LP	May 24 2012	956-396	TX, Reeves	48	53	3628	PSL	W/2 SW/4	All depths	80.000	Active
uplicate	Gateway 48	J LOYD PARKER III - ST TX MF 111869B	LEGEND NATURAL 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
uplicate	Gateway 48	JAMES BEASLEY YOUNG III - ST TX MF 111869C	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-M	Gateway 48	JAMES G CRAWFORD - ST TX MF 114473M	PETROHAWK PROPERTIES LP	May 24 2012	956-388	TX, Reeves	48	53	3628	PSL	W/2 SW/4	All depths	80.000	Active
4478-B	Gateway 48	KARA L KEYZER ET AL - ST TX MF 114473B	PETROHAWK PROPERTIES LP	May 24 2012	951-736	TX, Reeves	48	53	3628	PSL	W/2 SW/4	All depths	80.000	Active

True & Correct Copy of a
Document on file at
Reeves County Texas,
Dianne O. Florez, County Clerk
Page 19 of 30

EXHIBIT A
LEASES

	PROSPECT	LESSOR	LESSEE	LEASE & EFFECTIVE DATE	BOOK / PAGE / DOCUMENT	STATE / COUNTY	SECTION	BLOCK	ABSTRACT	SURVEY	LEGAL DESCRIPTION	DESCRIPTIVE DEPTH	GROSS ACRES	LEASE RECORD STATUS
114473-A	Gateway 48	LYNN SWIGART - ST TX MF 114473A	PETROHAWK PROPERTIES LP	May 24 2012	951-729	TX, Reeves	48	53	3628	PSL	W/2 SW/4	All depths	80.000	Active
Duplicate	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
Duplicate	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
Duplicate	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
114473-J	Gateway 48	RACHEL MORTON NIXON ET AL - ST TX MF 114473J	PETROHAWK PROPERTIES LP	May 24 2012	955-216	TX, Reeves	48	53	3628	PSL	W/2 SW/4	All depths	80.000	Active
Duplicate	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
114473-I	Gateway 48	RONALD DAVID COODY ET AL - ST TX MF 114473I	PETROHAWK PROPERTIES LP	May 24 2012	955-207	TX, Reeves	48	53	3628	PSL	W/2 SW/4	All depths	80.000	Active
114473-H	Gateway 48	ROSS A GILSON ET AL - ST TX MF 114473H	PETROHAWK PROPERTIES LP	May 24 2012	955-190	TX, Reeves	48	53	3628	PSL	W/2 SW/4	All depths	80.000	Active
114473-N	Gateway 48	WILLIAM KINARD CROUCH - ST TX MF 114473N	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	WILLIAM MILTON BEVILL ET AL - ST TX MF 114473F	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	Gateway 48	WORTH W ROSS ET AL - ST TX MF 114473G	PETROHAWK PROPERTIES LP	May 24 2012	955-181	TX, Reeves	48	53	3628	PSL	W/2 SW/4	All depths	80.000	Active
Free Royalty	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
117756	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
117755	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

True & Correct Copy of a
Document on file at
Reeves County Texas,
Dianne O. Florez, County Clerk
Page 20 of 30

EXHIBIT A
LEASES

PROSPECT	LESSOR	LESSEE	LEASE & EFFECTIVE DATE	BOOK / PAGE / DOCUMENT	STATE / COUNTY	SECTION	BLOCK	ABSTRACT	SURVEY	LEGAL DESCRIPTION	DESCRIPTIVE DEPTH	GROSS ACRES	LEASE RECORD STATUS
Orbison 28	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
<i>Duplicate 117756</i>	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	Active
<i>Duplicate 17759</i>	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
<i>17757</i>	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	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
<i>Duplicate 117756</i>	JILL HOLT BELL 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
<i>Duplicate 117759</i>	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
<i>117756</i>	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
<i>17758</i>	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
<i>117754</i>	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 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

True & Correct Copy of a
Document on file at
Reeves County Texas,
Dianne O. Florez, County Clerk
Page 21 of 30

EXHIBIT A
LEASES

	PROSPECT	LESSOR	LESSEE	LEASE & EFFECTIVE DATE	BOOK / PAGE / DOCUMENT	STATE / COUNTY	SECTION	BLOCK	ABSTRACT	SURVEY	LEGAL DESCRIPTION	DESCRIPTIVE DEPTH	GROSS ACRES	LEASE RECORD STATUS
Duplicate 117756	Orbison 28	WILLIAM PERRY COLEMAN - ST TX MF 117757	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
Duplicate 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	All depths	319.140	Active
Duplicate 117756	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
	Santana 29	DONNA J SPIVEY	PETROHAWK PROPERTIES LP	Aug 12 2011	899-82	TX, Reeves	29	56	2292	PSL	All	All depths	640.000	Active
	Santana 29	JANIS DEE BOURLAND HELMEY	PETROHAWK PROPERTIES LP	Aug 12 2011	899-73	TX, Reeves	29	56	2292	PSL	All	All depths	640.000	Active
	Santana 29	JEFFERY ALLAN WILSON	PETROHAWK PROPERTIES LP	Aug 12 2011	899-85	TX, Reeves	29	56	2292	PSL	All	All depths	640.000	Active
	Santana 29	LEWIS KEITH LYNN	PETROHAWK PROPERTIES LP	Aug 12 2011	899-64	TX, Reeves	29	56	2292	PSL	All	All depths	640.000	Active
	Santana 29	MARY HUEBSCH	PETROHAWK PROPERTIES LP	Aug 12 2011	899-76	TX, Reeves	29	56	2292	PSL	All	All depths	640.000	Active
	Santana 29	MICHAEL LYNN BOURLAND	PETROHAWK PROPERTIES LP	Aug 12 2011	899-67	TX, Reeves	29	56	2292	PSL	All	All depths	640.000	Active
	Santana 29	TIM WILSON	PETROHAWK PROPERTIES LP	Aug 12 2011	899-70	TX, Reeves	29	56	2292	PSL	All	All depths	640.000	Active
	Santana 29	TOWANA SPIVEY	PETROHAWK PROPERTIES LP	Aug 12 2011	899-61	TX, 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	Active
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	NE/4	Surface to 100' below the base of the Wolfcamp Formation	160.000	Active
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	Muddy Water 30	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	Active
Duplicate	Muddy Water 30	JANIS DEE BOURLAND HELMEY - ST TX MF 112682A	PETROHAWK PROPERTIES LP	Feb 09 2011	880-579	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
11	Muddy Water 30	JANIS DEE BOURLAND HELMEY - ST TX MF 112682A	PETROHAWK PROPERTIES LP	Feb 09 2011	880-579	TX, Reeves	30	56	2291	PSL	NW/4 SE/4	Surface to 100' below the base of the Wolfcamp Formation	40.000	Active
2682-D	Muddy Water 30	JEFFERY ALLAN WILSON - ST TX MF 112682D	PETROHAWK PROPERTIES LP	Feb 09 2011	880-607	TX, Reeves	30	56	2291	PSL	NE/4	Surface to 100' below the base of the Wolfcamp 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
LEASES

	PROSPECT	LESSOR	LESSEE	LEASE & EFFECTIVE DATE	BOOK / PAGE / DOCUMENT	STATE / COUNTY	SECTION	BLOCK	ABSTRACT	SURVEY	LEGAL DESCRIPTION	DESCRIPTIVE DEPTH	GROSS ACRES	LEASE RECORD STATUS
<i>D</i> <i>duplicate</i>	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	40.000	Active
<i>11</i>	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
<i>112682-C</i>	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
<i>duplicate</i>	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
<i>2682-B</i>	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
<i>duplicate</i>	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
<i>2682-B</i>	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
<i>duplicate</i>	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 & E/2 SE/4 & SW/4 SE/4	Surface to 100' below the base of the Wolfcamp Formation	280.000	Active
<i>duplicate</i>	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
<i>2682-E</i>	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
<i>duplicate</i>	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
<i>duplicate</i>	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
<i>12682</i>	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
<i>duplicate</i>	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



True & Correct Copy of a
Document on file at
Reeves County Texas,
Dianne O. Florez, County Clerk
Page 23 of 30

EXHIBIT A
LEASES

112682-F
F
Duplicate

PROSPECT	LESSOR	LESSEE	LEASE & EFFECTIVE DATE	BOOK / PAGE / DOCUMENT	STATE / COUNTY	SECTION	BLOCK	ABSTRACT	SURVEY	LEGAL DESCRIPTION	DESCRIPTIVE DEPTH	GROSS ACRES	LEASE RECORD STATUS
Muddy Water 30	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 30	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
BB King 32	DELA MINERALS INC - ST TX MF 112396	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	

112396



True & Correct Copy of a
Document on file at
Reeves County Texas,
Dianne O. Florez, County Clerk
Page 24 of 30

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	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



True & Correct Copy of a
document on file at
Reeves County Texas,
Dianne O. Florez, County Clerk
Page 15 of 30

EXHIBIT A-1
Easements

DOCUMENT NAME	CONTRACT DATE	GRANTOR	GRANTEE	COUNTY/STATE	LEGAL DESCRIPTION	BLOCK / SECTION	SURVEY	WELLS
Road Access Easement	Dec 01 2015	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	Estate of J Loyd Parker III, Allison Renee Parker, Michelle Elise Parker Jordan, Pamela Parker Clifton, Christopher Matthew Clifton, Cale Andrew Clifton, Kelli Clifton Gossman, McCamey Farm & 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 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 53, PSL Survey, Culberson County, Texas and ends at Texas Farm to Market road 2119 in Section 12, Block 53, 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 Gossman, 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
Multi-Use Right-of-Way and Easement 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 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 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	
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	
Surface 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

True & Correct Copy of a
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 5H 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	56-29 56-30 53-24 53-25	PSL	Santana 29 5H 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 5H State Muddy Water 30 2H
Multi-Use Right-of-Way and Easement 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 5H State Muddy Water 30 2H
Multi-Use Right-of-Way and Easement 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
Multi-Use Right-of-Way and Easement 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
Multi-Use Right-of-Way and Easement 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	Santana 29 5H State Muddy Water 30 2H
Multi-Use Right-of-Way and Easement 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 5H State Muddy Water 30 2H
Multi-Use Right-of-Way and Easement 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 5H 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 5H State Muddy Water 30 2H

True & Correct Copy of a
document on file at
Reeves County Texas,
Dianne O. Florez, County Clerk
Page 27 of 30

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	Sep 29 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 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	

True & Correct Copy of a
document on file at
Reeves County Texas,
Dianne O. Florez, County Clerk
Page 25 of 30

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
By: RL *Dianne Flores* DEPUTY

520021 000006 18741008.5

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

310131

(29)

File No. MF 111869

Assign ID # 10135 County

Endurance (F) Atlantic

Date Filed: 1-9-17

George P. Bush, Commissioner

By AT

THE STATE OF TEXAS
COUNTY OF REEVES

I, Dianne O. Florez, Clerk of the County Court in and
the said County and State do hereby certify that the foregoing is a true and correct copy of
Assignment of Endurance dated 12-13-16

filed for record in my office this 13th day of December at

2:30 PM, my Clerk's file No. 16-16839, to be recorded in the

Records of Reeves County, Texas.

TO CERTIFY WHICH, witness my hand and official seal at Pecos, Texas
this 13th day of December, 20 16.

By Dianne Florez, Deputy.

DIANNE O. FLOREZ, COUNTY CLERK
REEVES COUNTY, TEXAS

RELEASE OF OIL, GAS, AND MINERAL LEASE

STATE OF TEXAS §
COUNTY OF REEVES §

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

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

Block 55, Public School Land Survey

Section 1: NW/4, N/2 SW/4 & SW/4 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.

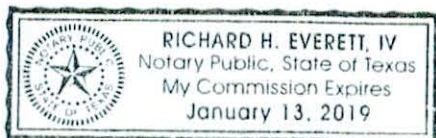
Executed and effective as of the date of acknowledgement below.

Lessee:
Silverback Exploration, LLC


David Frye, Vice President of Land

STATE OF TEXAS §
COUNTY OF BEXAR §

This instrument was acknowledged before me on the 1st day of March, 2017, by David Frye, Vice President of Land of Silverback Exploration, LLC, a Delaware limited liability company.




Notary Public, State of Texas

1 of 1

Inst No. 17-04275
DIANNE O. FLOREZ
COUNTY CLERK
2017 Mar 14 at 11:16 AM
REEVES COUNTY, TEXAS
By: MS M. Baldana, DEPUTY

True & Correct Copy of a
document on file at
Reeves County Texas,
Dianne O. Florez, County Clerk
Page 1 of 1



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
Rel of Oil Gas & Min Lease dated March 1, 2017,
filed for record in my office this 14th day of March at
116A M, under Clerk's File No. 17-04275, to be recorded in the
Official Public Records
Records of Reeves County, Texas.

TO CERTIFY WHICH, Witness my hand and official seal at Pecos, Texas
this 14th day of March, 2017.

By M. Baldana, Deputy.

DIANNE O. FLOREZ, COUNTY CLERK
REEVES COUNTY, TEXAS

RELEASE OF OIL, GAS, AND MINERAL LEASE

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

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

Block 55, Public School Land Survey

Section 1: NW/4, N/2 SW/4 & SW/4 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:

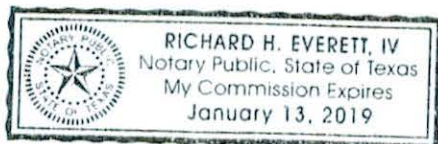
Silverback Exploration, LLC

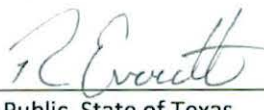

David Frye, Vice President of Land

STATE OF TEXAS §

COUNTY OF BEXAR §

This instrument was acknowledged before me on the 1st day of March, 2017, by David Frye, Vice President of Land of Silverback Exploration, LLC, a Delaware limited liability company.




Notary Public, State of Texas

Inst No. 17-04276
DIANNE O. FLOREZ
COUNTY CLERK

2017 Mar 14 at 11:16 AM
REEVES COUNTY, TEXAS

By: MS M. Baldaña, DEPUTY

1 of 1

True & Correct Copy of a
document on file at
Reeves County Texas,
Dianne O. Florez, County Clerk
Page 1 of 1



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
Rel of Oil Gas & Min lease dated March 1, 2017,
filed for record in my office this 14th day of March at
1116 A M, under Clerk's File No. 17-04276, to be recorded in the
Official Public Records
Records of Reeves County, Texas.
TO CERTIFY WHICH, Witness my hand and official seal at Pecos, Texas
this 14th day of March, 2017.
By Msaldana Deputy, DIANNE O. FLOREZ, COUNTY CLERK
REEVES COUNTY, TEXAS

RELEASE OF OIL, GAS, AND MINERAL LEASE

STATE OF TEXAS §
COUNTY OF REEVES §

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"):

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

Block 55, Public School Land Survey

Section 1: NW/4, N/2 SW/4 & SW/4 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.

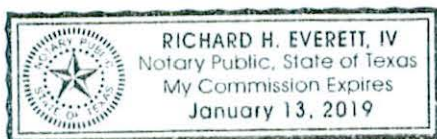
Lessee:

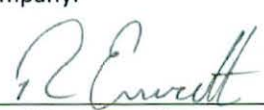
Silverback Exploration, LLC


David Frye, Vice President of Land

STATE OF TEXAS §
COUNTY OF BEXAR §

This instrument was acknowledged before me on the 1st day of March, 2017, by David Frye, Vice President of Land of Silverback Exploration, LLC, a Delaware limited liability company.




Notary Public, State of Texas

Inst No. 17-04273
DIANNE O. FLOREZ
COUNTY CLERK

2017 Mar 14 at 11:16 AM
REEVES COUNTY, TEXAS

By: MS M. Maldana, DEPUTY

1 of 1

True & Correct Copy of a
document on file at
Reeves County Texas,
Dianne O. Florez, County Clerk
Page 1 of 1



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
Ret of oil Gas & Min lease March 1, 2017
dated 14th day of March
filed for record in my office this 14th day of March at
11:45 A M, under Clerk's File No. 11-04273, to be recorded in the
Official Public Records
Records of Reeves County, Texas.
TO CERTIFY WHICH, Witness my hand and official seal at Pecos, Texas
this 14th day of March, 2017.
By Mbal dana Deputy. DIANNE O. FLOREZ, COUNTY CLERK
REEVES COUNTY, TEXAS

RELEASE OF OIL, GAS, AND MINERAL LEASE

STATE OF TEXAS §

COUNTY OF REEVES §

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

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

Block 55, Public School Land Survey

Section 1: NW/4, N/2 SW/4 & SW/4 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:

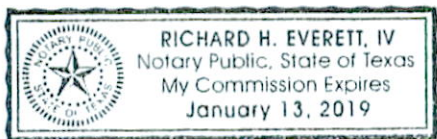
Silverback Exploration, LLC

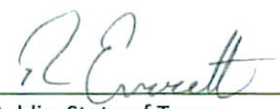

David Frye, Vice President of Land

STATE OF TEXAS §

COUNTY OF BEXAR §

This instrument was acknowledged before me on the 1st day of March, 2017, by David Frye, Vice President of Land of Silverback Exploration, LLC, a Delaware limited liability company.




Notary Public, State of Texas

Inst No. 17-04272
DIANNE O. FLOREZ
COUNTY CLERK

2017 Mar 14 at 11:16 AM
REEVES COUNTY, TEXAS

By: MS Abaldana DEPUTY



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
Rel of Al Gas & Min Lease dated March 1, 2017
filed for record in my office this 14th day of March at
116A M. under Clerk's File No. H-04272, to be recorded in the
Official Public Records
Records of Reeves County, Texas.

TO CERTIFY WHICH, Witness my hand and official seal at Pecos, Texas
this 14th day of March, 2017.

By M. Buldana Deputy. DIANNE O. FLOREZ, COUNTY CLERK
REEVES COUNTY, TEXAS

RELEASE OF OIL, GAS, AND MINERAL LEASE

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

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

Block 55, Public School Land Survey

Section 1: NW/4, N/2 SW/4 & SW/4 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.

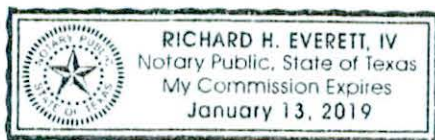
Lessee:

Silverback Exploration, LLC


David Frye, Vice President of Land

STATE OF TEXAS §
COUNTY OF BEXAR §

This instrument was acknowledged before me on the 1st day of March, 2017, by David Frye, Vice President of Land of Silverback Exploration, LLC, a Delaware limited liability company.




Notary Public, State of Texas

Inst No. 17-04271
DIANNE O. FLOREZ
COUNTY CLERK

2017 Mar 14 at 11:16 AM

REEVES COUNTY, TEXAS

By: MS Maldana DEPUTY



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
Ret of Oil Gas & Min Lease dated March 1, 2017,
filed for record in my office this 14th day of March at
1116 A M, under Clerk's File No. 12-04271, to be recorded in the
Official Public Records
Records of Reeves County, Texas.
TO CERTIFY WHICH, Witness my hand and official seal at Pecos, Texas
this 14th day of March, 2017.
By Ubaldaña Deputy. DIANNE O. FLOREZ, COUNTY CLERK
REEVES COUNTY, TEXAS

RELEASE OF OIL, GAS, AND MINERAL LEASE

STATE OF TEXAS §
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
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

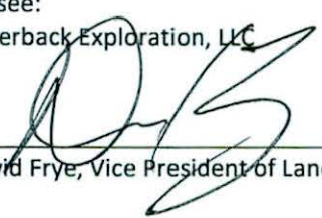
Block 55, Public School Land Survey
Section 1: NW/4, N/2 SW/4 & SW/4 SW/4

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.

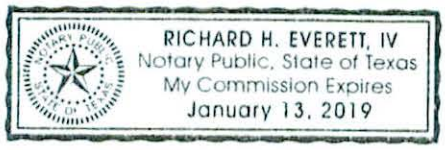
Executed and effective as of the date of acknowledgement below.

Lessee:
Silverback Exploration, LLC


David Frye, Vice President of Land

STATE OF TEXAS §
COUNTY OF BEXAR §

This instrument was acknowledged before me on the 1st day of March, 2017, by David Frye, Vice President of Land of Silverback Exploration, LLC, a Delaware limited liability company.





Notary Public, State of Texas

Inst No. 17-04270
DIANNE O. FLOREZ
COUNTY CLERK
2017 Mar 14 at 11:16 AM
REEVES COUNTY, TEXAS
By: MS M Saldaña DEPUTY

True & Correct Copy of a
document on file at
Reeves County Texas,
Dianne O. Florez, County Clerk
Page 1 of 1



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
Rel of Oil Gas & Min Lease dated March 1, 2017,
filed for record in my office this 14th day of March at
11:26 AM, under Clerk's File No. 17-04270, to be recorded in the
Official Public Records
Records of Reeves County, Texas.
TO CERTIFY WHICH, Witness my hand and official seal at Pecos, Texas
this 14th day of March, 2017.
By M Saldaña Deputy. DIANNE O. FLOREZ, COUNTY CLERK
REEVES COUNTY, TEXAS

RELEASE OF OIL, GAS, AND MINERAL LEASE

STATE OF TEXAS §

COUNTY OF REEVES §

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

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

Block 55, Public School Land Survey

Section 1: NW/4, N/2 SW/4 & SW/4 SW/4

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

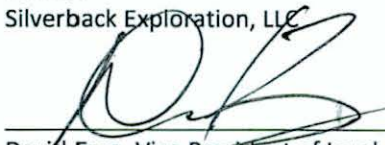
Whereas, Silverback Exploration LLC ("Lessee"), a Delaware limited liability company, whose address is 1826 N Loop 1604 W, Suite 250, San Antonio, TX 78248, is the current owner of the Lease.

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:

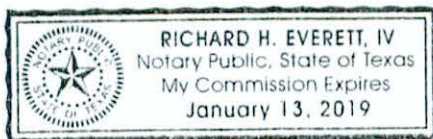
Silverback Exploration, LLC


David Frye, Vice President of Land

STATE OF TEXAS §

COUNTY OF BEXAR §

This instrument was acknowledged before me on the 1st day of March, 2017, by David Frye, Vice President of Land of Silverback Exploration, LLC, a Delaware limited liability company.




Notary Public, State of Texas

Inst No. 17-04267
DIANNE O. FLOREZ
COUNTY CLERK

2017 Mar 14 at 11:16 AM
REEVES COUNTY, TEXAS

By: MS Abuldana DEPUTY

File No. 111869 County Partial Release (Sec. 1)
Date Filed: 03/22/17
George P. Bush, Commissioner
By: [Signature]

2553

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 Rel of Oil Gas & Min Lease dated March 1, 2017, filed for record in my office this 14th day of March at 1116A M, under Clerk's File No. 17-04267, to be recorded in the Official Public Records Records of Reeves County, Texas.
TO CERTIFY WHICH, Witness my hand and official seal at Pecos, Texas this 14th day of March, 20 17.
By M Saldana Deputy. DIANNE O. FLOREZ, COUNTY CLERK
REEVES COUNTY, TEXAS

**E & G ENERGY, INC.
DRAFT ACCOUNT**

4554

State of Texas-GLO

Date	Type	Reference
3/15/2017	Bill	Rec Fees

Original Amt.
175.00

Balance Due
175.00

3/15/2017

Discount

Check Amount

Payment
175.00
175.00

17710035

Draft Account

Recording fees for releases

175.00

**E & G ENERGY, INC.
DRAFT ACCOUNT**

4554

State of Texas-GLO

Date	Type	Reference
3/15/2017	Bill	Rec Fees

Original Amt.
175.00

Balance Due
175.00

3/15/2017

Discount

Check Amount

Payment
175.00
175.00

126

Draft Account

Recording fees for releases

175.00



**E & G ENERGY, INC.
DRAFT ACCOUNT**

4542

State of Texas-GLO

Date	Type	Reference
2/21/2017	Bill	Rec Fee-Release

Original Amt.
150.00

Balance Due
150.00

2/21/2017

Discount

Check Amount

Payment
150.00
150.00

17710036

Draft Account

Recording fees for releases

150.00

**E & G ENERGY, INC.
DRAFT ACCOUNT**

4542

State of Texas-GLO

Date	Type	Reference
2/21/2017	Bill	Rec Fee-Release

Original Amt.
150.00

Balance Due
150.00

2/21/2017

Discount

Check Amount

Payment
150.00
150.00

126

Draft Account

Recording fees for releases

+ 150.00



E & G Energy, Inc.
Oil & Gas Properties

One Energy Square
4925 Greenville Avenue
Suite 825
Dallas, Texas 75206

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:

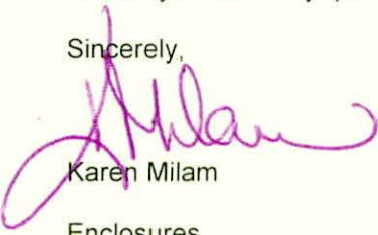
Enclosed please find the recording fees of \$325.00 and certified copies of Release of Oil, Gas & Mineral Leases for the following:

LESSOR	DESCRIPTION	RECORDING FEE
Pamela Parker Clifton 111869	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 117129	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 113737	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 117083	S/2 of Sec 43, Blk 56, PSL Svy A-2676	\$25.00
M. Brad Bennett & Ernest E Armstrong 117084	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 117020	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

County

Ltr & fees

Date Filed: 03/22/17

George P. Bush, Commissioner

By [Signature]

25575

ALAMO ✓
WI ✓



ATLANTIC
RESOURCES COMPANY

MF 111869
MF 114473
MF 116893
MF 117612 } Unit 8316

PO Box 3759
Midland, TX 79702

300 North Marienfeld, Suite 600
Midland, Texas 79701

P 432.683.3272
F 432.683.3244

May 4, 2017

CERTIFIED 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

RE: **Notice of Commencement of Operations**
State Gateway 37-48 3H (API – 42-389-35747)
MF – 117612, 116893, 111869, and 114473

Dear Ms. McCauley: *Unit 8316*

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

File No. MF 111869

Reeves County

Notice of intent to begin drilling & comp.
operations 42-389-35747

Date Filed: 5/8/17

George R. Bush, Commissioner

By MB Barnstone



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

21775

33

File No. M- 111869

Ltr. From Atlantic County

Date Filed: 5/11/17

George P. Bush, Commissioner
By [Signature]

2017



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

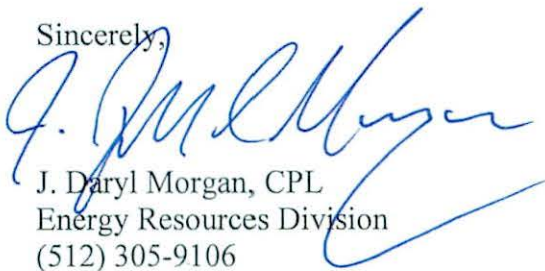
Re: Pooling Agreement
State Gateway 37-48 Unit
GLO Unit No. 8316
Reeves County, Texas

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

George P. Bush, Commissioner

By [Signature]

DO NOT DESTROY



Texas General Land Office
UNIT AGREEMENT MEMO

UPA179398

Unit Number 8316
Operator Name Atlantic Resources Company, LLC
Customer ID C000089494
Unit Name State Gateway 37-48
County 1 Reeves **RRC District 1** 08
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
To Depth 10645 **Participation Basis** Surface Acreage
If Exclusions 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:

GLO Base Updated By:

RAM Approval By:

GIS By:

Well Inventory By:

Prepared Date:

GLO Base Date:

RAM Approval Date:

GIS Date:

WI Date:

03/07/2017

03/07/2017

3/13/17

5/19/2017

03/07/2017

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 Type</u>	<u>Lease Number</u>	<u>Lease Royalty</u>	<u>Expiration Date</u>	<u>Lease Term</u>	<u>Lease Acres</u>	<u>Lease Acres In Unit</u>	<u>Royalty Participation</u>
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

<u>Participation Basis:</u>	Surface Acreage
Surface Acreage	
<u>State Acreage:</u>	100.00%
<u>State Net Revenue Interest:</u>	12.50%

<u>Unit Type:</u>	<u>Unitized for:</u>
Permanent	Oil And Gas
<u>Term:</u>	

<u>RRC Rules:</u>	<u>Spacing Acres:</u>
Yes	1,820 acres for a 10,000 foot lateral (FTP to LTP).

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:

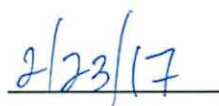
- Atlantic Resources Company, LLC is requesting permanent oil and gas pooling from the Surface to the base of the Wolfcamp formation as seen on the RK Petroleum Corp. Tierra State # 1 well log (API 42-389-30953) in order to test the Wolfcamp formation.
- The applicant plans to spud the first unit well 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.



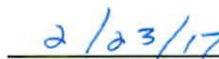
Mary Smith - Office of the Attorney General



Date



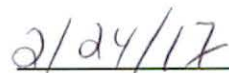
Robert Hatter - General Land Office



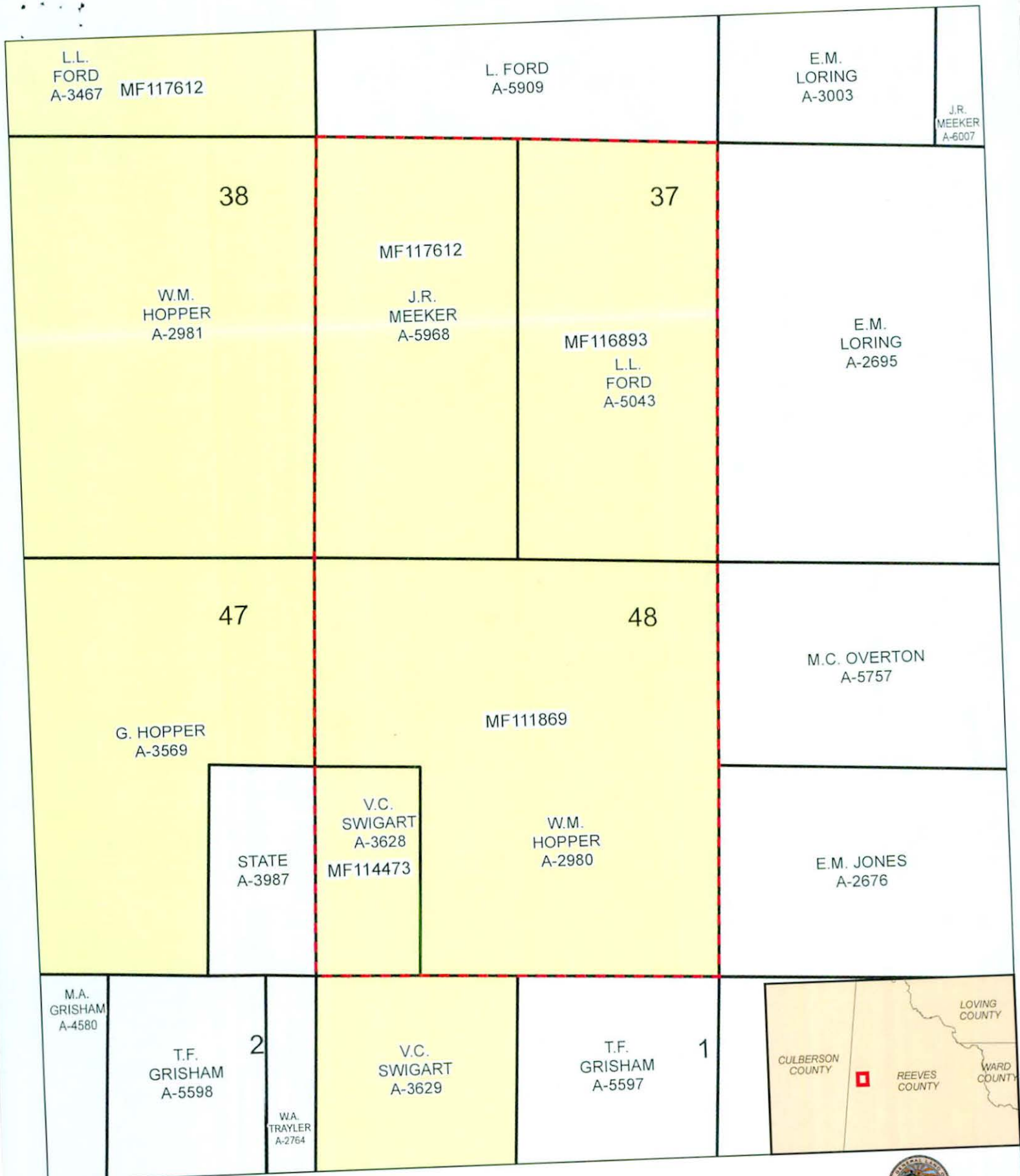
Date



Diane Morris - Office of the Governor



Date



Unit #8316
Atlantic Resources Company, LLC.
State Gateway 37-48 Unit
Ford, West (Wolfcamp) Field
Reeves County, Texas

1,500 750 0 1,500 Feet

The Texas General Land Office makes no representations or warranties regarding the accuracy or completeness of the information depicted on this map or the data from which it was produced. This map IS NOT suitable for navigational purposes and does not purport to depict or establish boundaries between private and public land.



Map Generated by:
Mark Conway
Enterprise Technology Solutions/GIS
March 2017

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.
- (b) 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.

ATTS

- (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:

10.

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:

11.

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 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.

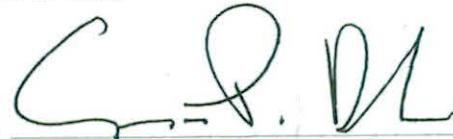
IN WITNESS WHEREOF, the parties hereto have executed this Agreement upon the respective dates indicated below.

Date Executed

5/15/17

STATE OF TEXAS

By:



George P. Bush, Commissioner
of the General Land Office

Legal
Content
Geology
Executive

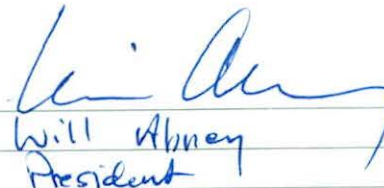


Date Executed

May 2, 2017

ATLANTIC RESOURCES COMPANY, LLC

By:



Its:

President

ATLAS

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.

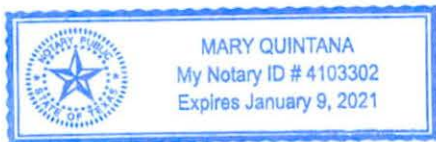
IN TESTIMONY WHEREOF, witness my hand this the 12th day of May, 2017.


Secretary of the School Land Board

STATE OF TEXAS

COUNTY OF Texas

This instrument was acknowledged before me on May 2, 2017, by Will Abney
as President of Atlantic Resources Company, LLC, a Delaware
limited liability company, on behalf of said company.




Notary Public in and for the
State of Texas

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 chooses 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"

2115

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 Quarter (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 its 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 its 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 its 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 its 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 its agent, William Milton Beville and Whitney Ross Beville

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 its 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 its 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 its 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

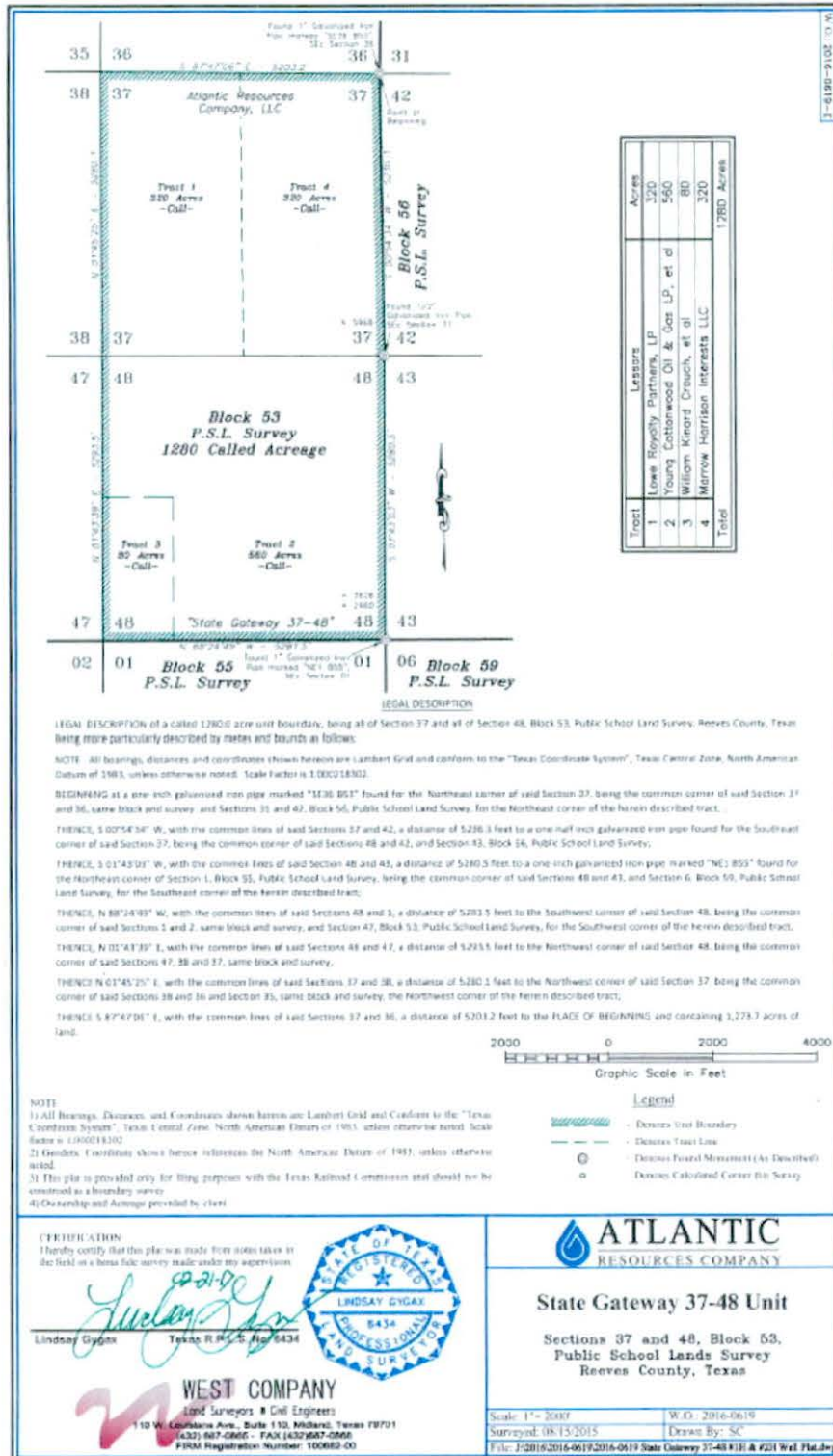
Tract 1: 320 acres of land, more or less, being all of the West one-half (W/2) of Section 37, Block 53, PSL Survey, A-5968, J.R. Meeker, Reeves County, Texas

Tract 2: 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

Tract 3: 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

Tract 4: 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 Agmt. Packet # 8316
State Gateway 37-40 Vt
County
Date Filed: 5/16/17
George P. Bush, Commissioner
By hr

2444



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 carl.bonn@glo.texas.gov 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

117345

117347 A thru D

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

117612

117877

117878

117884

118107

118300

118391

118392

118393



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.

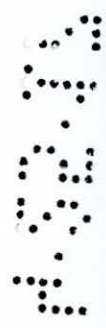
Also enclosed is check No. 7036 in the amount of \$2,525.00 for Assignment Fee's at \$25.00 per State Lease. Please let me know if you require further information by contacting me at mquintana@arcoperating.com.

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	

129

17711717

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

DOCUMENT RECORDING INFORMATION: (Include all the counties covered by the properties listed below)

County	File No.	Page	Execution Date/Effective Date
Reeves	17-05953		April 4 2017/Mar. 01, 2017
Culberson	003563	292	April 4 2017/Mar. 01, 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:

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
Atlantic Resources II Interests LLC	North Reeves Development LLC	100%	20%	80%

Attach additional pages as needed.

LEASES COVERED BY THIS TRANSFER:

State Lease #	COUNTY	BLOCK	SECTION	PART OF SECTION	DEPTH RESTRICTION
1.	See Attachment				
2.					
3.					
4.					

Mary Quintana
Preparer's Signature

Mary Quintana

Name (please print)

mquintana@arcoperating.com
E-Mail Address

432-683-3272

Telephone Number

Sr. Lease/Division Order Analyst

Title

4/20/17

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

LEASES COVERED BY THIS TRANSFER
Atlantic Resources II Interest LLC

Reeves

State Lease No.	County	Block	Section	Part of Section	Depth Restriction	LESSOR IN ASSIGNMENT
MF-117877	Reeves	53	28	W/2	All Depths	State of Texas
MF-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
MF-113664	Reeves	53	23	NW/4	All Depths	State of Texas, Sandra Kornegay Metcalf, a/k/a Heartsill Sandra Kornegay 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, Agent
MF-114473-J	Reeves	53	48	W/2 & SW/4	All Depths	State of Texas, Rachel Morton Nixon ET Al, 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

Atlantic 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
MF-111869-B	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, J. Loyd Parker, III, Agent,

LEASES COVERED BY THIS TRANSFER

Atlantic Resources II Interest LLC

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 Sec. 48 and 46	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

LEASES COVERED BY THIS TRANSFER

Atlantic Resources II Interest LLC

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 Sec. 48 and 46	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

LEASES COVERED BY THIS TRANSFER

Atantic Resources II Interest LLC

				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		
MF-111869-D	Reeves	53	22, 27, 38, 47, 34, 48 & 46	46	All Depths	State of Texas, Robbin Lee Young, Agent
MF-117344-C	Reeves	59	1	East 100 acres of the SE/4	All Depths	State of Texas, Blake Oil and Gas Corporation, Agent
MF-117344-D	Reeves	59	1	East 100 acres of the SE/4	All Depths	State of Texas, Judson Operations Ltd., Agent
MF-117344-A	Reeves	59	1	East 100 acres of the SE/4	All Depths	State of Texas, LAJ Corporation, Agent
MF-117344-B	Reeves	59	1	East 100 acres of 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

LEASES COVERED BY THIS TRANSFER

Atantic Resources II Interest LLC

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 64	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

LEASES COVERED BY THIS TRANSFER
Atantic Resources II Interest LLC

MF-117347-A	Reeves	59	13	E/2 NE/4 and E/2 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
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 lirene 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
MF-117085-A	Reeves	59	29	187.5 acres out of the NW Part and East and South Part of West Part	All Depths	State of Texas, Gloria Jean Swisher, Agent

LEASES COVERED BY THIS TRANSFER
Atantic Resources II Interest LLC

See Release Carl send	Reeves	59	29	137.5 acres out of NW and South parts of the Middle 232.5 acres	All Depths	State of Texas, M. Brad Bennett Et Al, Agent
MF-117082 A Released				West 95 Acres of the East 195 acres of the N/2	All Depths	State of Texas, Marrow Harrison Interest, LLC, Agent
MF-117084 (A) Reeves	Reeves	59	29		All Depths	State of Texas, Marrow Harrison Interest, LLC, Agent
MF-117345 (B)	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

11/1

Culberson Co ID 10374
(Recorded ✓)
Reeves ✓

This document prepared by, and when recorded return to:

Kirkland & Ellis LLP
600 Travis Street, 33rd Floor
Houston, TX 77002
Attention: Ryan Martin
Telephone: 713-835-3747
Fax: 713-835-3601

MF 111869 et al

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").

3-1-17
20%

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

11.53.4



True and Correct
Original filed in
Culberson County
Clerks Office
4.10.17

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



True and Correct
Original Filed in
Culberson County
Clarks Office
4-10-17

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. Excluded Assets. Notwithstanding anything to the contrary in Section 1 or anywhere else in this Assignment, the following rights and interests (collectively, the "Excluded Assets") 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

11.5.4



True and Correct
Original filed in
Culberson County
Clerk's Office
4.10.17

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



(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 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,**

11504



True and Correct
copy
Original filed in
Culbertson County
Clerks Office
4-10-17

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. Assumed Obligations. 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. Subject to Contracts. 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. Successors and Assigns. This Assignment shall bind and inure to the benefit of the Parties hereto and their respective successors and assigns.

Section 10. Headings. 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.



True and Correct
copy of
Original Filed in
Culbertson County
Clerk's Office
4.10.17

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.

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

17504



True and Correct
Original Filed in
Culberson County
Clerk's Office
4.10.17

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: R.A. Jennings

Title: Chief Executive Officer

Assignor Signature Page to Assignment and Bill of Sale

11924



True and Correct
Original filed in
Culbertson County
Clerk's Office
4.10.17

STATE OF TEXAS

§

§

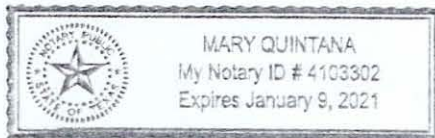
COUNTY OF Midland

§

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.

Mary Quintana
Notary Public
My Commission Expires: 01-09-2021

(Notary Seal)



Assignor Notary Page to Assignment and Bill of Sale

27504

True and Correct
copy of
Original filed in
Culberson County
Clerks Office
BB
4-10-17

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

11504



True and Correct
Copy of
Original filed in
Culbertson County
Clerks Office

BB
4.10.17

STATE OF NEW YORK

§

§

COUNTY OF NEW YORK

§

The foregoing instrument was acknowledged before me this 6th 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.

Ellen Liu

Notary Public

ELLEN L. LIU

My Commission Expires:

Notary Public, State of New York

No. 0116248164

Qualified in New York County

Commission Expires September 12, 2019

(Notary Seal)

Assignee Notary Page to Assignment and Bill of Sale

#5429736.2

17.934



True and Correct
copy of
Original Filed in
Culberson County
Clerks Office
4.10.17

Exhibit A-1

Leases

See Attached.

Exhibit A-1 to Assignment and Bill of Sale

21934



True and Correct
copy of
Original
Culberson
Clarks
4.10.17

Exhibit A-1
Leases

Lease No.	Lease Name	Lessor	Lease Date	Recordation Date	Volume	Page	Entry	State	County	Expiration Date	Legal Description
1001	State of Texas M# 117877	Endurance Resources Holdings II, LLC	1/5/2016	4/11/2016	1260	206	16-03512	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.
1002	State of Texas Agent Towana Spivey, ET AL M/- 112682I	Petrohawk Properties, LP	2/9/2011	5/27/2011	880	600	00-237	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 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.
1003	Lewis Keith Lynn	Petrohawk Properties, LP	8/12/2011	9/13/2011	899	64	6409	Texas	Reeves	8/12/2016	(Sec. 25, Blk. 53 - NE/4) 240.00 acres of land, more or less, being the Northeast Quarter (NE/4), the Northwest 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 S/2 NW/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 of the Northwest Quarter (NW/4 NW/4), South Half of the Southwest Quarter (S/2 NW/4), North Half of the North Half of the Southwest Quarter (N/2 N/2 SW/4), and the 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 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 and
Correct
4.10.17

Exhibit A-1
Leases

Lease No.	Lease Name	Lessee	Lease Date	Recordation Date	Volume	Page	Entry	State	County	Expiration Date	Legal Description
1004	Mary Hirsch	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 (NE4), the Northeast Quarter of the Northwest Quarter (NE4 NW4), South Half of the Southwest Quarter (S2 SW4), and the South Half of the South Half of the North Half of the Southwest Quarter (S2 S2 N2 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 of the Northwest Quarter (NW4 NW4), South Half of the Southwest Quarter (S2 NW4), North Half of the North Half of the Southwest Quarter (N2 N2 SW4), and the North Half of the South Half of the North Half of the Southwest Quarter (N2 S2 N2 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 - SW4) 640.00 acres, more or less, being the Southwest all of Section 29, Block 56, School File No. 91400, Abstract 22992, Public School Lands Survey, Reeves County, Texas
1005	MF 112682 F State of Texas Agent Weldon Stanley	Petrohawk Properties, LP	2/9/2011	5/23/2011	880	566	1215	Texas	Reeves	2/9/2016	(Sec. 30, Blk. 56 - NW4 & E/2 SE4 & SW4 SE4 - 1) 280 acres of land, more or less, being the Northwest Quarter (NW4), the East Half of the Southeast Quarter (E/2 SE4) and the Southwest Quarter of the Southeast Quarter (SW4 SE4) of Section 30, Block 56, Public School Lands Survey, Abstract No. 2291, Reeves County, Texas (Sec. 30, Blk. 56 - NE4 - 2) 160 acres of land, more or less, being the Northeast Quarter (NE4) of Section 30, Block 56, Public School Lands Survey, Abstract No. 2291, Reeves County, Texas (Sec. 30, Blk. 56 - SW4 - 4) 160 acres of land, more or less, being the Southwest Quarter (SW4) of Section 30, Block 56, Public School Lands Survey, Abstract No. 2291, Reeves County, Texas (Sec. 30, Blk. 56 - NW4 SE4 - 3) 40 acres of land, more or less, being the Northwest Quarter of the Southeast Quarter (NW4 SE4) of Section 30, Block 56, Public School Lands Survey, Abstract No. 2291, Reeves County, Texas
1006	Michael Lynn Howland	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 NW4), South Half of the Southwest Quarter (S2 SW4), and the South Half of the South Half of the North Half of the Southwest Quarter (S2 S2 N2 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 of the Northwest Quarter (NW4 NW4), South Half of the Southwest Quarter (S2 NW4), North Half of the North Half of the Southwest Quarter (N2 N2 SW4), and the North Half of the South Half of the North Half of the Southwest Quarter (N2 S2 N2 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 - SW4) 640.00 acres, more or less, being the Southwest all of Section 29, Block 56, School File No. 91400, Abstract 22992, Public School Lands Survey, Reeves County, Texas

21-10-17

True and Correct
4-10-17

4-10-17

54

code

ENVIRONMENT

[illegible]

Exhibit A-1
Leases

Lease No.	Lease Name	Lessee	Lease Date	Recordation Date	Volume	Page	Entry	State	County	Expiration Date	Legal Description
1019	State of Texas MF 117884	Endurance Resources Holdings II, LLC	1/5/2016	4/14/2016	1260	184	16-04510	Texas	Reeves	1/5/2019	(Sec. 39, Blk. 53) 6.41 acres, more or less, being all of Section 39, Block 53, of the PSI 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 - 1/2 of SE/4 & SW/4 of SE/4) 120.00 acres of land, more or less, being the East Half of the Southeast Quarter (E2 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 as Successor Trustee of the F.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	2/9/2016	(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. 5858, Public School Land Survey, Reeves County, Texas.
1023	State of Texas Agent Lowe Royalty Partners, L.P. MF 117612	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 - 1/2) 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, being the N/2 of the NE/4 and the SE/4 of the NE/4 of Section 28, Block 56, A-5967, PSI 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, Blk. 53 - N/2) 320 acres, more or less, being the North half (N/2) of Section 36, Block 53, A-2610, of the PSI 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, being the N/2 of the NE/4 and the SE/4 of the NE/4 of Section 28, Block 56, A-5967, PSI Survey, Reeves County, Texas.
1028	Harrison Trust, Rocky 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, PSI 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, being the N/2 of the NE/4 and the SE/4 of the NE/4 of Section 28, Block 56, A-5967, PSI Survey, Reeves County, Texas.
1031	State of Texas Agent Dela Mingo, Inc. MF 112396	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.

True and Correct
4.10.17

4.10.17

MF

[illegible]

Exhibit A-1
Leases

Lease No.	Lease Name	Lessee	Lease Date	Recordation Date	Volume	Page	Entry	State	County	Expiration Date	Legal Description
1057	Blake Oil & Gas Corporation	Petehawk Properties, LP	10/5/2011	11/14/2011	910	163	8136	Texas	Reeves	10/5/2016	(Sec. 28, Blk. 56 - 1/2 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.
1058	David R. Seyoe	Petehawk Properties, LP	11/1/2011	12/7/2011	913	371	11-08363	Texas	Reeves	11/1/2016	(Sec. 28, Blk. 56 - 1/2 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.
1059	Brenda Taylor	O'Brien Oil & Gas, Inc.	11/12/2014	12/11/2014	1129	0719	14-11602	Texas	Reeves	11/12/2017	(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 Lots 37, 38, 39, 43, 44, 87, 88, 99, 106, 148, 150, 151, 153, 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	882	615	3553	Texas	Reeves	9/1/2015	(Sec. 22, Blk. 53) 600.00 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 - 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. (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 - 1/2 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, 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/2 SE/4) of Section 47, Block 53, Public School Lands Survey, Abstract No. 3569, Reeves County, Texas. (Sec. 34, Blk. 53) 640.00 acres, more or less, being all of Section 34, Block 53, Public School Land, Reeves County, Texas. (Sec. 48, Blk. 53) 640.00 acres, more or less, being all of Section 48, Block 53, Public School Land, Reeves County, Texas. (Sec. 46, Blk. 53) 640.00 acres, more or less, being all of Section 46, Block 53, Public School Land, Reeves County, Texas.

MI=111869E

4-10-17

True and Correct
4-10-17

Exhibit A-1
Leases

Lease No.	Lease Name	Lessee	Lease Date	Recordation Date	Volume	Page	Entry	State	County	Expiration Date	Legal Description
1064	State of Texas - Tim Wilson, et al - Sec. 30 Blk. 56 MF 112682 E (1)	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 - 4) 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.
1065	State of Texas Agent Donna Spivey, widow of Dustin Spivey MF 112682 H	Petrohawk Properties, LP	2/9/2011	5/27/2011	880	593	3236	Texas	Reeves	2/9/2016	(Sec. 30, Blk. 56 - NW/4 & E/2 SE/4 & SW/4 SE/4 - 4) 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.
1066	State of Texas Agent J. Loyd Parker, III MF 111869 B	Legend Natural Gas IV, LP	9/1/2010	6/2/2011	882	605	3552	Texas	Reeves	9/1/2015	(Sec. 22, Blk. 53) 630.00 acres of land, more or less, being all of Section 22, Block 53, Public School Lands Survey, Abstract No. 3570, Reeves County, Texas. (Sec. 23, 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 23, 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 - 1/2 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, 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/2 SE/4) of Section 47, Block 53, Public School Lands Survey, Abstract No. 3569, Reeves County, Texas. (Sec. 34, Blk. 53) 640.00 acres, more or less, being all of Section 34, 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 Survey, Abstract No. 3569, Reeves County, Texas. (Sec. 46, Blk. 53) 640.00 acres, more or less, being all of Section 46, Block 53, Public School Lands Survey, Abstract No. 3569, Reeves County, Texas.

4-10-17
B
Correct

Exhibit A-1
Leases

Lease No.	Lease Name	Lessee	Lease Date	Recordation Date	Volume	Page	Entry	State	County	Expiration Date	Legal Description
1067	State of Texas Agent James Dee Boatland Helms <i>MF 112682 A</i>	Petrohawk Properties, LP	2/9/2011	5/27/2011	880	529	3234	Texas	Reeves	2/9/2016	(Sec. 30, Bk. 56 - NW/4 & 1/2 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, Bk. 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, Bk. 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, Bk. 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.
1068	State of Texas Agent Jeffrey Allan Wilson <i>MF 112682 D</i>	Petrohawk Properties, LP	2/9/2011	5/27/2011	880	607	3238	Texas	Reeves	2/9/2016	(Sec. 30, Bk. 56 - NW/4 & 1/2 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, Bk. 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, Bk. 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, Bk. 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.
1069	State of Texas Agent Lewis Keith Lynn <i>MF 112682-C</i>	Petrohawk Properties, LP	2/9/2011	5/27/2011	880	558	3231	Texas	Reeves	2/9/2016	(Sec. 30, Bk. 56 - NW/4 & 1/2 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, Bk. 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, Bk. 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, Bk. 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.

21-01-7
4-10-17
JLH
Tues 11:00 AM

Exhibit A-1
Leases

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 <i>MF 111869-C</i>	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 - 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. (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. 2984, Reeves County, Texas. (Sec. 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. (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/2 SE/4) of Section 47, Block 53, Public School Lands Survey, Abstract No. 3569, Reeves County, Texas. (Sec. 34, Blk. 53) 640.00 acres, more or less, being all of Section 34, Block 53, Public School Lands Survey, Abstract No. 2984, Reeves County, Texas. (Sec. 48, Blk. 53) 640.00 acres, more or less, being all of Section 48, Block 53, Public School Lands Survey, Abstract No. 2984, Reeves County, Texas. (Sec. 46, Blk. 53) 640.00 acres, more or less, being all of Section 46, Block 53, Public School Lands Survey, Abstract No. 2984, Reeves County, Texas.
1071	State of Texas Agent Mary Huebsch <i>MF 112682-G</i>	Petrohawk Properties, LP	2/9/2011	5/27/2011	880	551	3230	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 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 <i>MF 112682-B</i>	Petrohawk Properties, LP	2/9/2011	5/27/2011	880	565	3232	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 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.

11.01.17
11/1/17
True and Correct
11/1/17

Exhibit A-1
Leases

Lease No.	Lease Name	Lessee	Lease Date	Recordation Date	Volume	Page	Entry	State	County	Expiration Date	Legal Description
1073	State of Texas Agent Tim Wilson MF11 2682E(2)	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 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	8/12/2011	9/13/2011	899	82	6315	Texas	Reeves	8/12/2016	(Sec. 25, Blk. 53 - NE/4) 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 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 of the Northwest 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 (N/2 N/2 SW/4), and the 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 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 and Correct
4.10.17
[Signature]

535

Exhibit A-1
Leases

Lease No.	Lease Name	Lessee	Lease Date	Recordation Date	Volume	Page	Entry	State	County	Expiration Date	Legal Description
1075	Janis Dee Bourland Helvey	Petrohawk Properties, L.P.	8/12/2011	9/13/2011	599	73	6312	Texas	Reeves	8/12/2016	(Sec. 25, Blk. 53 - NE/4) 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 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 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 of the Northwest 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 (N/2 N/2 SW/4), and the 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 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 Land Survey, Reeves County, Texas.
1076	State of Texas Agent McConney Farm & Ranch, L.P. nyf= 1118696	Legend Natural Gas IV, L.P.	9/1/2010	6/2/2011	882	595		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 - 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. (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 - 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. (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/2 SE/4) of Section 47, Block 53, Public School Lands Survey, Abstract No. 3569, Reeves County, Texas. (Sec. 34, Blk. 53) 640.00 acres, more or less, being all of Section 34, 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.

4.10.17
True and Correct
[Signature]

4.10.17

FABRI A-1

Lease No.	Lease Name	Leasee	Lease Date	Recordation Date	Volume	Page	State	County	Application Date	Legal Description
1077	Jeffrey Allan Whitton	Petroleum Properties, LP	8/12/2011	9/15/2011	809	85	Texas	Reeves	8/12/2016	Sec. 25, Blk. 53 - NW 1/4 20.00 acres of land, more or less, being the Northwest Quarter of the Northwest Quarter of the Southwest Quarter (NW24 NW26), South Half of the Southwest Quarter (S/2 SW1/4), South Half of the North Half of the Southwest Quarter (S/2 NW1/4), and the North Half of the North Half of the Southwest Quarter (N/2 S/2 NW1/4), and the Southwest Quarter (S/2 NW1/4) of Section 25, Block 53, Abstract 2293, Reeves County, Texas Sec. 25, Blk. 53 - NW 1/4 20.00 acres of land, more or less, being the Northwest Quarter of the Northwest Quarter of the Southwest Quarter (NW24 NW26), South Half of the Southwest Quarter (S/2 SW1/4), and the North Half of the North Half of the Southwest Quarter (N/2 S/2 NW1/4), and the Southwest Quarter (S/2 NW1/4) of Section 25, Block 53, Abstract 2293, Reeves County, Texas Sec. 24, Blk. 53 (60) 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 1/4 60.00 acres, more or less, being the Southwest all of Section 29, Block 56, School Trm No. 91400, Abstract 22992, Public School Lands Survey, Reeves County, Texas.
1078	State of Texas Agent Michelle E. Jordan	Legend Natural Gas IV, LP	9/1/2019	6/2/2011	882	635	Texas	Reeves	9/1/2015	Sec. 22, Blk. 53 (60) acres of land, more or less, being all of Section 22, Block 53, Public School Lands Survey, Abstract No. 3570, Reeves County, Texas Sec. 17, Blk. 53 - E/2 & SW 1/4 80.00 acres of land, more or less, being the South Half (S/2) and Southwest Quarter (SW 1/4) of Section 17, Block 53, Public School Lands Survey, Abstract No. 3569, Reeves County, Texas Sec. 18, Blk. 53 (61) (60) acres of land, more or less, being all of Section 18, Block 53, Public School Lands Survey, Abstract No. 2981, Reeves County, Texas Sec. 17, Blk. 53 - E/2 & SW 1/4 80.00 acres of land, more or less, being the East Half of the Southwest Quarter (E/2 S/2) of Section 17, Block 53, Public School Lands Survey, Abstract No. 3569, Reeves County, Texas Sec. 17, Blk. 53 - NW 1/4 20.00 acres of land, more or less, being the Northwest Quarter (NW24 NW26), South Half of the Southwest Quarter (S/2 SW1/4), and the North Half of the North Half of the Southwest Quarter (N/2 S/2 NW1/4), and the Southwest Quarter (S/2 NW1/4) of Section 17, Block 53, Public School Lands Survey, Abstract No. 3569, Reeves County, Texas Sec. 21, Blk. 53 (60) (60) acres, more or less, being all of Section 21, Block 53, Public School Lands Survey, Abstract No. 3569, Reeves County, Texas Sec. 46, Blk. 53 (60) (60) acres, more or less, being all of Section 46, Block 53, Public School Lands Survey, Reeves County, Texas

MF

Exhibit A-1
Leases

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	6/2/2011	882	625	3554	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 - 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. (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 - 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. (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/2 SE/4) of Section 47, Block 53, Public School Lands Survey, Abstract No. 3569, Reeves County, Texas. (Sec 34, Blk 53) 640.00 acres, more or less, being all of Section 34, 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.
1080	State of Texas Agent Robin 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, 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. (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 - 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. (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/2 SE/4) of Section 47, Block 53, Public School Lands Survey, Abstract No. 3569, Reeves County, Texas. (Sec 34, Blk 53) 640.00 acres, more or less, being all of Section 34, 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.
117344-C	State of Texas - Blake Oil And Gas Corporation Agent	Silverback Exploration LLC	8/15/2014	1/16/2015	1138	391		Texas	Reeves	8/15/2017	East 100 acres of the SE/4 of Section 1, A-5442, Block 59, Public Lands Survey, Reeves County, Texas.
D	State of Texas - Jordon Operations Ltd Agent	Silverback Exploration LLC	9/26/2014	1/16/2015	1138	402		Texas	Reeves	9/26/2017	East 100 acres of the SE/4 of Section 1, A-5442, Block 59, Public Lands Survey, Reeves County, Texas.
A	State of Texas - Laj Corporation Agent	Silverback Exploration LLC	8/27/2014	1/16/2015	1138	413		Texas	Reeves	8/27/2017	East 100 acres of the SE/4 of Section 1, A-5442, Block 59, Public Lands Survey, Reeves County, Texas.
B	State of Texas - Signor 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.
C	State of Texas - Beverly Marshall 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.
E	State of Texas - Charles H. George 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.
I	State of Texas - Charles H. 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.
F	State of Texas - Charles H. George Agent	The Bellomy Group LLC	12/16/2014	1/14/2015	1137	754		Texas	Reeves	12/16/2017	The SE/4 of Section 7, Block 59, Public Schools Lands, Reeves County, Texas.
A	State of Texas - Cynthia Lynn Wilson 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.
D	State of Texas - James R. George Jr. Agent	The Bellomy Group LLC	12/16/2014	1/14/2015	1138	1		Texas	Reeves	12/16/2017	The SE/4 of Section 7, Block 59, Public Schools Lands, Reeves County, Texas.
F	State of Texas - Janet Lenny Hestley 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.
H	State of Texas - Rose Amburgey Gula 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.
H	State of Texas - Robert J. George Agent	The Bellomy Group LLC	12/16/2014	1/14/2015	1137	742		Texas	Reeves	12/16/2017	The SE/4 of Section 7, Block 59, Public Schools Lands, Reeves County, Texas.

MF 11869A

MF 11869D

117344-C Red

117183

4.10.17
True and Correct
J. D. 17

M/F

Exhibit A-1
Leases

Lease No.	Lease Name	Lessee	Lease Date	Recordation Date	Volume	Page	Entry	State	County	Expiration Date	Legal Description
1171836	State Of Texas - Vivie Ann Doud Agent	The Bellomy Group LLC	12/16/2014	1/4/2015	1117	733		Texas	Reeves	12/16/2017	The SE 1/4 of Section 7, Block 59, Public School Lands, Reeves County, Texas
1168696	State Of Texas - Coates Energy Interest Ltd Agent	The Bellomy 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 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
	State Of Texas - Megary Family Trust Et Al Agent	The Bellomy Group LLC	7/30/2014	8/20/2014	1098	726		Texas	Reeves	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	Reeves	7/30/2017	All of Section 9, Block 59, PSL Survey, Reeves County, Texas
117196C	State Of Texas - Abigail Griley Gutierrez Agent	The Bellomy Group LLC	1/15/2015	1/28/2015	1141	220		Texas	Reeves	1/15/2018	The W/2 SE 1/4 of Section 12 Block 59, PSL Survey, and the W/2 of NW 1/4 of Section 13, PSL Survey, Reeves County, Texas
117348C	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 1/4 of Section 12, Block 59, PSL Survey, Reeves County, Texas
	State Of Texas - Eliza Griley Green Agent	The Bellomy Group LLC	1/7/2015	1/28/2015	1141	211		Texas	Reeves	1/7/2018	The W/2 SE 1/4 of Section 12 Block 59, PSL Survey, and the W/2 of NW 1/4 of Section 13, PSL Survey, Reeves County, Texas
117088C	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 1/4 & W/2 of NE 1/4 of Section 12, Block 59, PSL Survey, and the E/2 of NW 1/4 of Section 13, Block 59, PSL Survey, Reeves County, Texas
117348D	State Of Texas - Judson Operations Ltd Agent	Silverback Exploration LLC	9/26/2014	1/16/2015	1138	446		Texas	Reeves	9/26/2017	The E/2 NE 1/4 of Section 12, Block 59, PSL Survey, Reeves County, Texas
117348A	State Of Texas - Kenneth W Parker Agent	The Bellomy Group LLC	10/9/2014	10/15/2014	1114	304		Texas	Reeves	10/9/2017	The W/2 NW 1/4 of Section 2, Block 59, PSL Survey, Reeves County, Texas
117348A	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 1/4 of Section 12, Block 59, PSL Survey, Reeves County, Texas
117196D	State Of Texas - Lauren Griley Agent	The Bellomy Group LLC	1/15/2015	1/28/2015	1141	202		Texas	Reeves	1/15/2018	The W/2 SE 1/4 of Section 12 Block 59, PSL Survey, and the W/2 of NW 1/4 of Section 13, PSL Survey, Reeves County, Texas
	State Of Texas - Linda L. Griley Agent	The Bellomy Group LLC	11/26/2014	12/11/2014	1130	183		Texas	Reeves	11/26/2017	The W/2 of SE 1/4 of Section 12, Block 59, PSL Survey, and the W/2 NW 1/4 of Section 13, Block 59, PSL Survey, Reeves County, Texas
117088A	State Of Texas - Midland Aop Partners Ltd Agent	The Bellomy Group LLC	9/10/2014	10/15/2014	1114	286		Texas	Reeves	9/10/2017	The E/2 SE 1/4 & W/2 NE 1/4 of Section 12, Block 59, PSL Survey, and the E/2 NW 1/4 of Section 13, Block 59, PSL Survey, Reeves County, Texas
117086A	State Of Texas - Paul Harvey Olen 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 1/4 and E/2 SW 1/4 of Section 12, Block 59, PSL Survey, Reeves County, Texas
117348B	State Of Texas - Signor Inc Agent	Silverback Exploration LLC	9/22/2014	1/16/2015	1138	468		Texas	Reeves	9/22/2017	The E/2 NE 1/4 of Section 12, Block 59, PSL Survey, Reeves County, Texas
117088B	State Of Texas - Wade P Knobl Agent	The Bellomy Group LLC	9/10/2014	10/15/2014	1114	295		Texas	Reeves	9/10/2017	The E/2 SE 1/4 & W/2 NE 1/4 of Section 12, Block 59, PSL Survey, and the E/2 NW 1/4 of Section 13, Block 59, PSL Survey, Reeves County, Texas
117086B	State Of Texas - Walking Oil p	The Bellomy Group LLC	8/6/2014	10/15/2014	1114	250		Texas	Reeves	8/6/2017	South 60 acres of E/2 NW 1/4 and E/2 SW 1/4 of Section 12, Block 59, PSL Survey, Reeves County, Texas
117347C	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 1/4 and E/2 NW 1/4 of Section 13, Block 59, PSL Survey, Reeves County, Texas
117088B	State Of Texas - Coalson Rev Trust Of 1994 Agent	The Bellomy Group LLC	9/9/2014	11/12/2014	1121	367		Texas	Reeves	9/9/2017	The E/2 SE 1/4 & W/2 NE 1/4 of Section 12, Block 59, PSL Survey, and the E/2 NW 1/4 of Section 13, Block 59, 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 1/4 & W/2 of NE 1/4 of Section 12, Block 59, PSL Survey, and the E/2 of NW 1/4 of Section 13, Block 59, PSL Survey, Reeves County, Texas
117347D	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 1/4 and E/2 NW 1/4 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 1/4 and E/2 SW 1/4 of Section 13, Block 59, PSL Survey, Reeves County, Texas
117196B	State Of Texas - Linda L. Griley Agent	The Bellomy Group LLC	11/26/2014		1130	183		Texas	Reeves	11/26/2017	The W/2 of SE 1/4 of Section 12, Block 59, PSL Survey, and the W/2 NW 1/4 of Section 13, Block 59, PSL Survey, Reeves County, Texas
	State Of Texas - Oindo Properties Ltd Agent	The Bellomy Group LLC	12/10/2014	1/14/2015	1138	28		Texas	Reeves	12/10/2017	The W/2 SE 1/4 of Section 12 Block 59, PSL Survey, and the W/2 of NW 1/4 of Section 13, PSL Survey, Reeves County, Texas
117087A	State Of Texas - Paul Harvey Olen Agent	The Bellomy Group LLC	8/6/2014	10/15/2014	1114	268		Texas	Reeves	8/6/2017	The E/2 NE 1/4 of Section 13, Block 59, PSL Survey, Reeves County, Texas
117347B	State Of Texas - Signor Inc Agent	Silverback Exploration LLC	9/22/2014	1/16/2015	1138	512		Texas	Reeves	9/22/2017	The E/2 NE 1/4 and E/2 SW 1/4 of Section 13, Block 59, PSL Survey, Reeves County, Texas
117087B	State Of Texas - Walking Oil p	The Bellomy Group LLC	8/6/2014	10/15/2014	1114	259		Texas	Reeves	8/6/2017	The E/2 SE 1/4 of Section 13, Block 59, PSL Survey, Reeves County, Texas
116960	State Of Texas - Jeanne Bailey Agent	The Bellomy Group LLC	7/29/2014	8/20/2014	1098	708		Texas	Reeves	7/29/2017	The W/2 of SW 1/4 and W/2 of SE 1/4 of Section 14, Block 59, PSL Survey, Reeves County, Texas
	Anne Schrick La Fever	The Bellomy Group LLC	7/1/2014	7/16/2014	1089	588		Texas	Reeves	7/1/2017	The South 137 1/2 acres of the North Half of Section 15, Block 59, Public School Lands Survey, Reeves County, Texas
	Ashley William Traylor	The Bellomy Group LLC	6/20/2014	7/16/2014	1089	592		Texas	Reeves	6/20/2017	The South 137 1/2 acres of the North Half of Section 15, Block 59, Public School Lands Survey, Reeves County, Texas
	Barbara H Goodrum	The Bellomy Group LLC	7/2/2014	7/23/2014	1091	235		Texas	Reeves	7/2/2017	The South 137 1/2 acres of the North Half of Section 15, Block 59, Public School Lands Survey, Reeves County, Texas
	Betsy Wolverton Diphata	The Bellomy Group LLC	8/11/2014	8/20/2014	1098	632		Texas	Reeves	8/11/2017	The South 137 1/2 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 1/2 acres of the North Half of Section 15, Block 59, Public School Lands Survey, Reeves County, Texas
	Carolyn C Tinney	The Bellomy Group LLC	12/1/2014	12/11/2014	1130	207		Texas	Reeves	12/1/2017	The South 137 1/2 acres of the North Half of Section 15, Block 59, Public School Lands Survey, Reeves County, Texas
	David J. Coppett Jr	The Bellomy Group LLC	7/21/2014	8/12/2014	1096	460		Texas	Reeves	7/21/2017	The South 137 1/2 acres of the North Half of Section 15, Block 59, Public School Lands Survey, Reeves County, Texas

21.01.17
10.10.17
10.10.17

MT- 2

Exhibit A-1
Leases

Lease No.	Lease 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 1/428 acres of the North Half of Section 15, Block 59, Public School Lands Survey, Reeves County, Texas
	Geraldine Millwee Estate	The Bellomy Group LLC	10/29/2014	11/12/2014	1121	578		Texas	Reeves	10/29/2017	The SW 1/4 SW 1/4 of Section 15, Block 59, PSL Survey, Reeves County, Texas
	Harriett G Hickey	The Bellomy Group LLC	12/5/2014	1/14/2015	1138	61		Texas	Reeves	12/5/2017	The South 137 1/428 acres of the North Half of Section 15, Block 59, Public School Lands Survey, Reeves County, Texas
	Jack G Harris	The Bellomy Group LLC	7/1/2014	8/12/2014	1096	442		Texas	Reeves	7/1/2017	The South 137 1/428 acres of the North Half of Section 15, Block 59, Public School Lands Survey, Reeves County, Texas
	John G Hickey Jr	The Bellomy Group LLC	7/23/2014	11/12/2014	1121	604		Texas	Reeves	7/23/2017	The South 137 1/428 acres of the North Half of Section 15, Block 59, Public School Lands Survey, Reeves County, Texas
	John Wesley Bookhult Trust	The Bellomy Group LLC	7/1/2014	8/12/2014	1096	451		Texas	Reeves	7/1/2017	The South 137 1/428 acres of the North Half of Section 15, Block 59, Public School Lands Survey, Reeves County, Texas
	Judith Adair Howie	The Bellomy Group LLC	7/1/2014	7/16/2014	1089	584		Texas	Reeves	7/1/2017	The South 137 1/428 acres of the North Half of Section 15, Block 59, Public School Lands Survey, 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 1/428 acres of the North Half of Section 15, Block 59, Public School Lands Survey, Reeves County, Texas
	Kristan N Beffield	The Bellomy Group LLC	12/2/2014	1/14/2015	1138	65		Texas	Reeves	12/2/2017	The South 137 1/428 acres of the North Half of Section 15, Block 59, Public School Lands Survey, 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 1/428 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	239		Texas	Reeves	7/10/2017	The South 137 1/428 acres of the North Half of Section 15, Block 59, Public School Lands Survey, Reeves County, Texas
	Mary Dianne Traylor Matjeka	The Bellomy Group LLC	6/23/2014	7/16/2014	1089	602		Texas	Reeves	6/23/2017	The South 137 1/428 acres of the North Half of Section 15, Block 59, Public School Lands Survey, Reeves County, Texas
	Nancy Jo Boone	The Bellomy Group LLC	7/23/2014	8/12/2014	1096	452		Texas	Reeves	7/23/2017	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 E Wolveston	The Bellomy Group LLC	8/11/2014	8/20/2014	1098	637		Texas	Reeves	8/11/2017	The South 137 1/428 acres of the North Half of Section 15, Block 59, Public School Lands Survey, Reeves County, Texas
	Robbie Ruth Traylor Robitaille	The Bellomy Group LLC	6/23/2014	7/16/2014	1089	598		Texas	Reeves	6/23/2017	The South 137 1/428 acres of the North Half of Section 15, Block 59, Public School Lands Survey, Reeves County, Texas
	Ruth C Buckston	The Bellomy Group LLC	7/21/2014	8/12/2014	1096	464		Texas	Reeves	7/21/2017	The South 137 1/428 acres of the North Half of Section 15, Block 59, Public School Lands Survey, Reeves County, Texas
117020A	State Of Texas - Camelia Land Inc Agent	The Bellomy Group LLC	9/18/2014	10/10/2014	1112	423		Texas	Reeves	9/18/2017	The SE 1/4 of Section 15, Block 59, PSL Survey, Reeves County, Texas
117019C	State Of Texas - Cindy Seybert Rimhart Agent	The Bellomy Group LLC	8/25/2014	9/3/2014	1101	764		Texas	Reeves	8/25/2017	The N/2 SW 1/4 and SE 1/4 SW 1/4 of Section 15, Block 59, PSL Survey, Reeves County, Texas
117020B	State Of Texas - Lyshe Fane Agent	The Bellomy Group LLC	8/22/2015	8/26/2014	1100	25		Texas	Reeves	8/22/2017	The SE 1/4 of Section 15, Block 59, PSL Survey, Reeves County, Texas
117019B	State Of Texas - Linda Rene Lewis Agent	Silverback Exploration LLC	9/18/2014	10/10/2014	1112	488		Texas	Reeves	9/18/2017	The N/2 SW 1/4 and SE 1/4 SW 1/4 of Section 15, Block 59, PSL Survey, Reeves County, Texas
DA	State Of Texas - Louie Lewis Agent	Silverback Exploration LLC	9/18/2014	10/10/2014	1112	497		Texas	Reeves	9/18/2017	The N/2 SW 1/4 and SE 1/4 SW 1/4 of Section 15, Block 59, PSL Survey, Reeves County, Texas
117020C	State Of Texas - Mary Ann Kewaga Agent	The Bellomy Group LLC	12/15/2014	1/28/2015	1112	193		Texas	Reeves	12/15/2017	The N/2 SW 1/4 and SE 1/4 SW 1/4 of Section 15, Block 59, PSL Survey, Reeves County, Texas
	State Of Texas - The Bellomy Group LLC - Agent	Silverback Exploration LLC	10/23/2014	2/9/2015	1143	752		Texas	Reeves	10/23/2017	The SE 1/4 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 1/428 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 1/428 acres of the North Half of Section 15, Block 59, Public School Lands Survey, Reeves County, Texas
117085A	William R Wolveston Jr	The Bellomy Group LLC	11/30/2014	12/11/2014	1130	215		Texas	Reeves	11/30/2017	The South 137 1/428 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 Northeast Part and East and South Parts of West Part of Section 29, Block 59, Public School Lands, Reeves 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
Relied Pending 117082A	State Of Texas - Marrow Harrison Interests Llc 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
117084(A)	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
	Theresa Elvazick Nichols Exempt Trust	Silverback Exploration LLC	10/23/2014	1/16/2015	1138	567		Texas	Reeves	10/23/2017	All of Section 31, Block 59, PSL Survey, Reeves County, Texas
117345	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 NE 1/4 NW 1/4 Section 32, Block 59, PSL Survey, Reeves County, Texas
116893	State Of Texas - Marrow Harrison Interests Llc 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
Relied Pending 117021B	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
Relied	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 33, Block 56, Public School Lands Survey, Abstract 5757, Reeves County, Texas

4.10.17
DLO
True and Correct

118391
118392
118393

Exhibit A-1
Leases

Lease No.	Lease Name	Lessee	Lease Date	Recordation Date	Volume	Page	Entry	State	County	Expiration Date	Legal Description
MGL #21	State of Texas General Land Office	Wise & Susong, LLC	1/17/2017	3/8/2017			17-03839	TX	Reeves	1/17/2020	SF24 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	NW1/4 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	1/17/2020	E2 of SE1/4 of Section 47, Block 53, PSL Survey, Reeves County, Texas

118391
118392
118393



True and Correct
4.10.17

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

42-389-34930



True and Correct

APR
4.10.17

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.



Original
00000003563 Was:

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 _____
of the _____
Records of Culberson County, Texas.



COUNTY AND DISTRICT
CLERK CULBERSON
COUNTY, TEXAS

FILED FOR RECORD
AT 1:13 O'CLOCK P. M.

ON THE 10th DAY OF April

A.D., 2017

Linda McDonald

COUNTY AND DISTRICT CLERK
CULBERSON COUNTY, TEXAS

BY _____
DEPUTY

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 Assignment 3 BOS dated April 6
2017 filed for record in my office this 10th day of April
2017 at 1:13 P.M. under Clerk's File No. 03563 to be
recorded in the DPR Records of Culberson County,
Texas.

TO CERTIFY WHICH, Witness my hand and seal at Van Horn this 6th
day of April 2017
By Sarah Reyes Deputy LINDA McDONALD, COUNTY CLERK
CULBERSON COUNTY, TEXAS

45275

This document prepared by, and when recorded return to:

Kirkland & Ellis LLP
600 Travis Street, 33rd Floor
Houston, TX 77002
Attention: Ryan Martin
Telephone: 713-835-3747
Fax: 713-835-3601

ID 10374
Reeves (Recorded ✓)

MF=111869 et al

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").

20%

RECITALS

eff 3-1-17

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-

True & Correct Copy of a
document on file at
Reeves County Texas,
Dianne O. Florez, County Clerk
Page 1 of 32

17.534

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 "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. Excluded Assets. Notwithstanding anything to the contrary in Section 1 or anywhere else in this Assignment, the following rights and interests (collectively, the "Excluded Assets") 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;

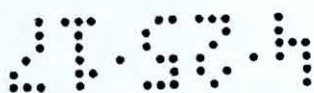
(m) all office equipment, computers, cell phones, pagers and other hardware, personal property, and equipment that relate primarily to Assignor's business generally, even if otherwise relating to the business conducted by Assignor with respect to the Assets;

(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



(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 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,**

Assignment and Bill of Sale

-6-

True & Correct Copy of a
document on file at
Reeves County Texas,
Dianne O. Florez, County Clerk
Page 6 of 32

JTS

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. Assumed Obligations. 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. Subject to Contracts. 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. Successors and Assigns. This Assignment shall bind and inure to the benefit of the Parties hereto and their respective successors and assigns.

Section 10. Headings. 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. 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.

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

Assignment and Bill of Sale

-8-

True & Correct Copy of a
document on file at
Reeves County Texas,
Dianne O. Florez, County Clerk
Page 8 of 32

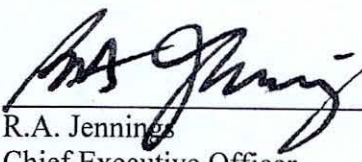
21504

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:  R.A. Jennings

Title: Chief Executive Officer

Assignor Signature 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 9 of 32

11504

STATE OF TEXAS

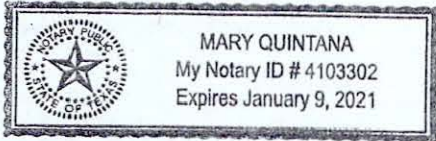
§

§

COUNTY OF Midland

§

The foregoing instrument was acknowledged before me this 24th 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.



Mary Quintana
Notary Public
My Commission Expires: 01-09-2021

(Notary Seal)

Assignor Notary Page to Assignment and Bill of Sale

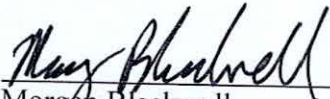
True & Correct Copy of a
document on file at
Reeves County Texas,
Dianne O. Florez, County Clerk
Page 10 of 32

21534

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

True & Correct Copy of a
document on file at
Reeves County Texas,
Dianne O. Florez, County Clerk
Page 11 of 32

17.63.4

STATE OF NEW YORK

§

§

COUNTY OF NEW YORK

§

The foregoing instrument was acknowledged before me this 6th 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.

Ellen Liu

Notary Public

My Commission Expires: _____

ELLEN L. LIU

Notary Public, State of New York

No. 01LI6248164

Qualified in New York County

Commission Expires September 12, 2019

(Notary Seal)

Assignee Notary Page to Assignment and Bill of Sale

#5429736.2

True & Correct Copy of a
document on file at
Reeves County Texas,
Dianne O. Florez, County Clerk
Page 12 of 32

11.9.14

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 13 of 32

21034



MF 117877

MF 112682-I

Exhibit A-1
Leases

Lease No.	Lease Name	Lessee	Lease Date	Recordation Date	Volume	Page	Entry	State	County	Expiration Date	Legal Description
1001	State of Texas	Endurance Resources Holdings 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.
1002	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	(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
1003	Lewis Keith Lynn	Petrohawk Properties, LP	8/12/2011	9/13/2011	899	64	6309	Texas	Reeves	8/12/2016	(Sec 25, Blk. 53 - NE/4) 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 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 of the Northwest 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 (N/2 N/2 SW/4), and the 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 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 14 of 32

Exhibit A-1
Leases

Lease No.	Lease 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 (NE4), the Northeast Quarter of the Northwest Quarter (NE4 NW4), South Half of the Southwest Quarter (S/2 SW4), and the South Half of the South Half of the North Half of the Southwest Quarter (S/2 S/2 N/2 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 of the Northwest Quarter (NW4 NW4), South Half of the Northwest Quarter (S/2 NW4), North Half of the North Half of the Southwest Quarter (N/2 N/2 SW4), and the North Half of the South Half of the North Half of the Southwest Quarter (N/2 S/2 N/2 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 - SW4) 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 Properties, LP	2/9/2011	5/27/2011	880	586	3235	Texas	Reeves	2/8/2016	(Sec 30, Blk. 56 - NW4 & E/2 SE4 & SW4 SE4 - 1) 280 acres of land, more or less, being the Northwest Quarter (NW4), the East Half of the Southeast Quarter (E/2 SE4) and the Southwest Quarter of the Southeast Quarter (SW4 SE4) of Section 30, Block 56, Public School Lands Survey, Abstract No. 2291, Reeves County, Texas. (Sec 30, Blk. 56 - NE4 - 2) 160 acres of land, more or less, being the Northeast Quarter (NE4) of Section 30, Block 56, Public School Lands Survey, Abstract No. 2291, Reeves County, Texas. (Sec 30, Blk. 56 - SW4 - 4) 160 acres of land, more or less, being the Southwest Quarter (SW4) of Section 30, Block 56, Public School Lands Survey, Abstract No. 2291, Reeves County, Texas. (Sec 30, Blk. 56 - NW4 SE4 - 3) 40 acres of land, more or less, being the Northwest Quarter of the Southeast Quarter (NW4 SE4) 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 NW4), South Half of the Southwest Quarter (S/2 SW4), and the South Half of the South Half of the North Half of the Southwest Quarter (S/2 S/2 N/2 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 of the Northwest Quarter (NW4 NW4), South Half of the Northwest Quarter (S/2 NW4), North Half of the North Half of the Southwest Quarter (N/2 N/2 SW4), and the North Half of the South Half of the North Half of the Southwest Quarter (N/2 S/2 N/2 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 - SW4) 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 15 of 32

3300

Exhibit A-1
Leases

Lease No.	Lease Name	Lessee	Lease Date	Recordation Date	Volume	Page	Entry	State	County	Expiration Date	Legal Description
1007	Tim Wilson	Petrohawk Properties, LP	8/12/2011	9/13/2011	899	70	6311	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 (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 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 (NW4 NW/4), South Half of the Northwest Quarter (S/2 NW/4), North Half of the North Half of the Southwest Quarter (N/2 N/2 SW/4), and the 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 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	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 (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 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 (NW4 NW/4), South Half of the Northwest Quarter (S/2 NW/4), North Half of the North Half of the Southwest Quarter (N/2 N/2 SW/4), and the 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 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.
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 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 (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 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 (NW4 NW/4), South Half of the Northwest Quarter (S/2 NW/4), North Half of the North Half of the Southwest Quarter (N/2 N/2 SW/4), and the 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 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 14 of 32

Exhibit A-1
Leases

Lease No.	Lease Name	Lessee	Lease Date	Recordation Date	Volume	Page	Entry	State	County	Expiration Date	Legal Description
1010	State of Texas Agent Sandra Kornegay Metcalf, a/k/a Hentzell 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 Jonathan 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, being 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.
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, being 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, 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, being 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	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, being 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 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.
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 L. 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.

Exhibit A-1
Leases

Lease No.	Lease Name	Lessee	Lease 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	Reeves	1/5/2019	(Sec 39, Blk. 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 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.
1021	Joyce 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 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. 5858, 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, being 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, Blk. 53 - N/2) 320 acres, 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.
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, being 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, Ruddy 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, being 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.

Exhibit A-1
Leases

Lease No.	Lease Name	Lessee	Lease Date	Recordation Date	Volume	Page	Entry	State	County	Expiration Date	Legal Description
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 56, 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 (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.
1037	Charles R. Meeker Trust	Petrohawk Properties, LP	4/28/2011	5/27/2011	882	197	3454	Texas	Reeves	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, being 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	(Sec 23, Blk. 53 - S/2 and NE/4) 480.7 acres, more or less, being the S/2 and NE/4 of Section 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/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.
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, 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.
1047	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 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	(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.
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	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.
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, 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 Lots 37, 38, 39, 43, 44, 47, 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	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.
1055	State of Texas Agent Whitney Ross Beville	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 19 of 32

Exhibit A-1
Leases

Lease 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 (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.
1058	David R. Seyoc	Petrohawk 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, 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.	11/12/2014	12/11/2014	1129	0719	14-11602	Texas	Reeves	11/12/2017	(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 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	882	615	3553	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 - 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. (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 - 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. (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/2 SE/4) of Section 47, Block 53, Public School Lands Survey, Abstract No. 3569, Reeves County, Texas. (Sec 34, Blk. 53) 640.00 acres, more or less, being all of Section 34, 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.

True & Correct Copy of a
document on file at
Reeves County Texas,
Dianne O. Florez, County Clerk
Page 20 of 32

Exhibit A-1
Leases

Lease No.	Lease Name	Lessee	Lease Date	Recordation Date	Volume	Page	Entry	State	County	Expiration Date	Legal Description
1064	State of Texas - 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 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
1065	State of Texas Agent Donna Spivey, widow of Dustin Spivey	Petrohawk Properties, LP	2/9/2011	5/27/2011	880	593	3236	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 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
1066	State of Texas Agent J. Loyd Parker, III	Legend Natural Gas IV, LP	9/1/2010	6/2/2011	882	605	3352	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 - 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 (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 - 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 (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/2 SE/4) of Section 47, Block 53, Public School Lands Survey, Abstract No. 3569, Reeves County, Texas (Sec 34, Blk. 53) 640.00 acres, more or less, being all of Section 34, 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.

True & Correct Copy of a
document on file at
Reeves County Texas,
Dianne O. Florez, County Clerk
Page 21 of 32

2025

1507

Exhibit A-1
Leases

Lease No.	Lease Name	Lessee	Lease Date	Recordation Date	Volume	Page	Entry	State	County	Expiration Date	Legal Description
1067	State of Texas Agent Janis Dee Bourland Helmsley	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) 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
1068	State of Texas Agent Jeffery Allan Wilson	Petrohawk Properties, LP	2/9/2011	5/27/2011	880	607	3238	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 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
1069	State of Texas Agent Lewis Kieth Lynn	Petrohawk Properties, LP	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 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,
Dianne O. Florez, County Clerk
Page 22 of 32

Exhibit A-1
Leases

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 - 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. (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 - 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. (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/2 SE/4) of Section 47, Block 53, Public School Lands Survey, Abstract No. 3569, Reeves County, Texas. (Sec 34, Blk. 53) 640.00 acres, more or less, being all of Section 34, 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.
1071	State of Texas Agent Mary Huebisch	Petrohawk Properties, LP	2/9/2011	5/27/2011	880	551	3230	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 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	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 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,
Dianne O. Florez, County Clerk
Page 23 of 32

RECEIVED

Exhibit A-1
Leases

Lease No.	Lease Name	Lessee	Lease Date	Recordation Date	Volume	Page	Entry	State	County	Expiration Date	Legal Description
1073	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, 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
1074	Donna J. Spivey	Petrohawk Properties, LP	8/12/2011	9/13/2011	899	82	6315	Texas	Reeves	8/12/2016	(Sec 25, Blk. 53 - NE/4) 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 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 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 of the Northwest 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 (N/2 N/2 SW/4), and the 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 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 24 of 32

Exhibit A-1
Leases

Lease No.	Lease Name	Lessee	Lease Date	Recordation Date	Volume	Page	Entry	State	County	Expiration Date	Legal Description
1075	Janis Dee Bourland Helmev	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 (NE4), the Northeast Quarter of the Northwest Quarter (NE4 NW4), South Half of the Southwest Quarter (S/2 SW4), and the South Half of the South Half of the Southwest Quarter (S/2 S/2 N/2 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 of the Northwest Quarter (NW4 NW4), South Half of the Northwest Quarter (S/2 NW4), North Half of the North Half of the Southwest Quarter (N/2 N/2 SW4), and the North Half of the South Half of the North Half of the Southwest Quarter (N/2 S/2 N/2 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 - SW4) 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	(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 - 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 (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 - E/2 of SE4) 80.00 acres of land, more or less, being the East Half of the Southeast Quarter (E/2 SE4) of Section 47, Block 53, Public School Lands Survey, Abstract No. 3569, Reeves County, Texas. (Sec 47, Blk. 53 - N/2 and SW4 and W/2 of SE4) 561.00 acres of land, more or less, being the North Half (N/2), the Southwest Quarter (SW4), and the West Half of the Southeast Quarter (W/2 SE4) of Section 47, Block 53, Public School Lands Survey, Abstract No. 3569, Reeves County, Texas. (Sec 34, Blk. 53) 640.00 acres, more or less, being all of Section 34, 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.

True & Correct Copy of a
document on file at
Reeves County Texas,
Dianne O. Florez, County Clerk
Page 25 of 32

Exhibit A-1
Leases

Lease No.	Lease Name	Lessee	Lease Date	Recordation Date	Volume	Page	Entry	State	County	Expiration Date	Legal Description
1077	Jeffery Allan Wilson	Petrohawk Properties, LP	8/12/2011	9/13/2011	899	85	6316	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 NW4), South Half of the Southwest Quarter (S/2 SW4), and the South Half of the South Half of the North Half of the Southwest Quarter (S/2 S/2 N/2 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 of the Northwest Quarter (NW4 NW4), South Half of the Northwest Quarter (S/2 NW4), North Half of the North Half of the Southwest Quarter (N/2 N/2 SW4), and the North Half of the South Half of the North Half of the Southwest Quarter (N/2 S/2 N/2 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 - SW4) 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.
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, 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 - 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. (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 - E/2 of SE4) 80.00 acres of land, more or less, being the East Half of the Southeast Quarter (E/2 SE4) of Section 47, Block 53, Public School Lands Survey, Abstract No. 3569, Reeves County, Texas. (Sec 47, Blk. 53 - N/2 and SW4 and W/2 of SE4) 561.00 acres of land, more or less, being the North Half (N/2), the Southwest Quarter (SW4), and the West Half of the Southeast Quarter (W/2 SE4) of Section 47, Block 53, Public School Lands Survey, Abstract No. 3569, Reeves County, Texas. (Sec 34, Blk. 53) 640.00 acres, more or less, being all of Section 34, 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.

True & Correct Copy of a
document on file at
Reeves County Texas,
Dianne O. Flores, County Clerk
Page 26 of 32

Exhibit A-1
Leases

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	6/2/2011	882	625	3554	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 - 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 (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 - 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 (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/2 SE/4) of Section 47, Block 53, Public School Lands Survey, Abstract No. 3569, Reeves County, Texas (Sec 34, Blk. 53) 640.00 acres, more or less, being all of Section 34, 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
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, 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 (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 - 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 (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/2 SE/4) of Section 47, Block 53, Public School Lands Survey, Abstract No. 3569, Reeves County, Texas (Sec 34, Blk. 53) 640.00 acres, more or less, being all of Section 34, 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
	State Of Texas - Blake Oil And Gas Corporation Agent	Silverback Exploration LLC	8/15/2014	1/16/2015	1138	391		Texas	Reeves	8/15/2017	East 100 acres 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	Reeves	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, Texas
	State Of Texas - Sigmur 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 Welch 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		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		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,
Dianne O. Florez, County Clerk
Page 27 of 32

Exhibit A-1
Leases

Lease No.	Lease Name	Lessee	Lease Date	Recordation Date	Volume	Page	Entry	State	County	Expiration Date	Legal Description
	State Of Texas - Vivie Ann Dodd 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
	State Of Texas - Cortes Energy Interest Ltd Agent	The Bellomy 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 - Cortes 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 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
	State Of Texas - Megary Family Trust Et Al Agent	The Bellomy Group LLC	7/30/2014	8/20/2014	1098	726		Texas	Reeves	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	Reeves	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	1141	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 59, PSL Survey, Reeves County, Texas
	State Of Texas - Ellicin Grilley Green Agent	The Bellomy 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		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		Texas	Reeves	10/9/2017	The W/2 NW/4 of Section 2, Block 59, PSL Survey, Reeves County, Texas
	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/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 - 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 Aeg 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 County, 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 Kochl Agent	The Bellomy Group LLC	9/10/2014	10/15/2014	1114	295		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 - 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 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	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 - Cnalone 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
	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	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 - Ozado 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
	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, Reeves 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, PSL Survey, Reeves County, Texas
	State Of Texas - Joanne Bailey Agent	The Bellomy Group LLC	7/29/2014	8/20/2014	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
	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 Survey, Reeves County, Texas
	Aubrey William Traylor	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
	Barbara H Goodrum	The Bellomy 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 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
	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

True & Correct Copy of a
Document on file at
Reeves County Texas,
Dianne O. Flores, County Clerk
Page 28 of 32

Exhibit A-1
Leases

Lease No.	Lease 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 Survey, Reeves County, Texas
	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
	Harriett G Hackney	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
	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 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 59, Public School Lands Survey, Reeves County, Texas
	John Wesley Bookhuliz 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
	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
	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 Survey, 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 Survey, 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 Survey, 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 Survey, Reeves County, Texas
	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
	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
	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
	Robbie Ruth Traylor 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
	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 Foxe 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
	State Of Texas - Linda Ilene 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 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
	State Of Texas - The Bellomy Group, Llc - 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, Reeves 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 Llc 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	Reeves	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		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 Llc 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

True & Correct Copy of a
document on file at

Reeves County Texas,

Dianne O. Florez, County Clerk

Page 89 of 32

3509

Exhibit A-1
Leases

Lease No.	Lease Name	Lessee	Lease Date	Recordation Date	Volume	Page	Entry	State	County	Expiration Date	Legal Description
MGL#21	State of Texas General Land Office	Wise & Susong, LLC	1/17/2017	3/8/2017			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	1/17/2020	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	1/17/2020	E/2 of SE/4 of Section 47, Block 53, PSL Survey, Reeves County, Texas

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

True & Correct Copy of a
document on file at
Reeves County Texas,
Dianne O. Florez, County Clerk
Page 31 of 32

41504

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.

Schedule 2 to Assignment and Bill of Sale

Inst No. 17-05953
DIANNE O. FLOREZ
COUNTY CLERK

2017 Apr 10 at 02:12 PM

REEVES COUNTY, TEXAS

By: RL Paulina Ryles, DEPUTY

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
the original as the same is on file in my office this _____ day of _____, 20____
at _____, Texas.
Dianne O. Florez, County Clerk
By: _____, Deputy

True & Correct Copy of a
document on file at
Reeves County Texas,
Dianne O. Florez, County Clerk
Page 32 of 32

4054

36

File No. MF-111869
Assign# 10374
Atlantic (+) North Rooves
Date Filed: 9-7-17
George P. Bush, Commissioner
By [Signature]

THE STATE OF TEXAS
COUNTY OF REEVES
I, Dianne O. Flores, 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
Assignment 10374 of said date April 9
dated April 9 day of April
at 19-05953
Filed for record in my office this 19-05953 day of April
2017.

Records of Reeves County, Texas.
Official Public Records
TO CERTIFY WHICH, Witness my hand and official seal at Pecos, Texas
this 10 day of April, 2017.

By [Signature] Deputy, DIANNE O. FLORES, COUNTY CLERK
REEVES COUNTY, TEXAS



PERMIT TO DRILL, DEEPEN, PLUG BACK, OR RE-ENTER ON A REGULAR OR ADMINISTRATIVE EXCEPTION LOCATION

Data Validation Time Stamp: Aug 31, 2017 7:47 AM(Current Version)

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 830120	DATE PERMIT ISSUED OR AMENDED Aug 30, 2017	DISTRICT * 08
API NUMBER 42-389-36304	FORM W-1 RECEIVED Aug 21, 2017	COUNTY REEVES
TYPE OF OPERATION NEW DRILL	WELLBORE PROFILE(S) Horizontal	ACRES 960
OPERATOR ATLANTIC RESOURCES COMPANY, LLC 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 GATEWAY 22		WELL NUMBER 6H
LOCATION 35 miles NW direction from PECOS		TOTAL DEPTH 11000
Section, Block and/or Survey SECTION ◀ 22 BLOCK ◀ 53 ABSTRACT ◀ 3570 SURVEY ◀ PSL/HOPPER, G		
DISTANCE TO SURVEY LINES 315 ft. NORTH 330 ft. EAST		DISTANCE TO NEAREST LEASE LINE 201 ft.
DISTANCE TO LEASE LINES 315 ft. NORTH 330 ft. EAST		DISTANCE TO NEAREST WELL ON LEASE See FIELD(s) Below
FIELD(s) and LIMITATIONS: * SEE FIELD DISTRICT FOR REPORTING PURPOSES *		
FIELD NAME LEASE NAME	ACRES NEAREST LEASE	DEPTH NEAREST WE
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.		

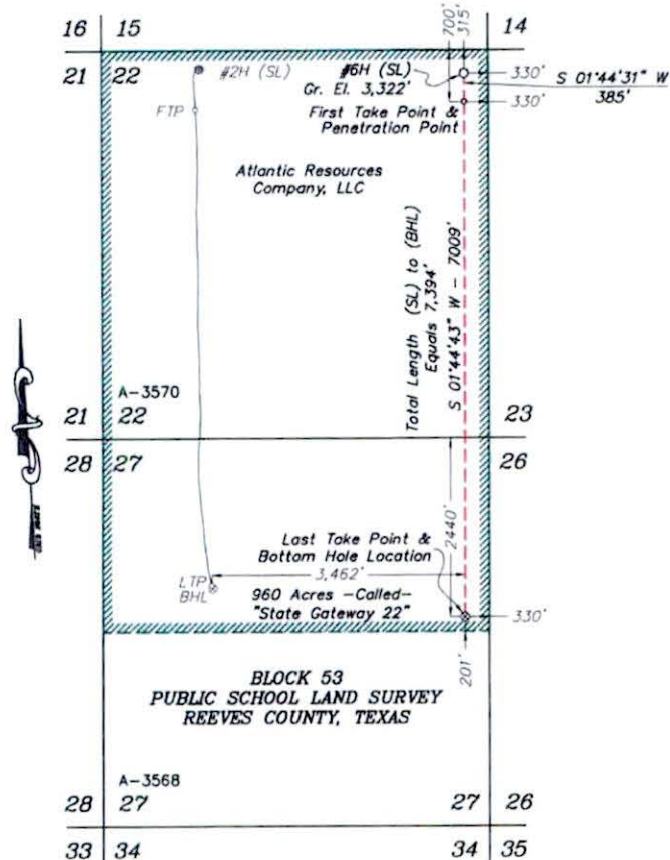
**RAILROAD COMMISSION OF TEXAS
OIL & GAS DIVISION
SWR #13 Formation Data**

REEVES (389) County

Formation	Shallow Top	Deep Top	Remarks	Geological Order	Effective Date
FORD-DELAWARE	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

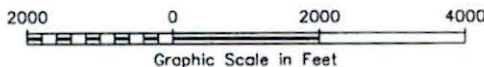
The above list may not be all inclusive, and may also include formations that do not intersect all wellbores. Formation "TOP" information listed reflects an estimated range based on geologic variances across the county. To clarify, the "Deep Top" is not the bottom of the formation; it is the deepest 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		Geodetic (D.M.S.)		Geodetic (D.D.)	
Surface Location	X = 848,046.48	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	Lat = 31.56156835° N	Long = 104.03321615° W

The State Gateway 22 #6H is located approximately 35.0 miles Northwest of Pecos, Texas.



Legend

- - - - - Denotes Proposed Well Bore
- /// Denotes Unit Boundary
- - - - - Denotes Tract Line
- Denotes Surface Well Location
- Denotes Proposed Take Points
- ⊗ Denotes Proposed Bottom Hole Location

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 1.000219248.
- 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.

CERTIFICATION:

I hereby certify that this plat was made from notes taken in the field in a bona fide survey made under my supervision.

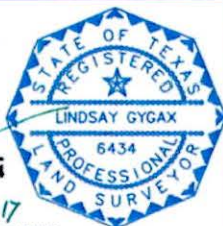
Lindsay Gyax

Texas R.P.L.S. No. 6434

08-28-17

WEST COMPANY

Land Surveyors & Civil Engineers
110 W. Louisiana Ave., Suite 310, Midland, Texas 79701
(432) 687-0668 - FAX (432) 687-0668
FIRM Registration Number 000882-00



ATLANTIC
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

Scale: 1" = 2000' W.O.: 2017-0558
Surveyed: 08/11/17 Drawn By: SC
File: J:\2017\2017-0558\2017-0558 Gateway 22 #6H.dwg



GROUNDWATER PROTECTION DETERMINATION

Form GW-2

Groundwater Advisory Unit

Date Issued: 23 August 2017

GAU Number: 178615

Attention: ATLANTIC RESOURCES
PO BOX 3759
MIDLAND, TX 79702

Operator No.: 036555

API Number:
County: REEVES
Lease Name: State Gateway 22
Lease Number:
Well Number: 6H
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 P.O. Box 12967 Austin, Texas 78771-2967 512-463-2741 Internet address: www.rrc.texas.gov
Rev. 02/2014



File No. MF111869

Reeves County

Drilling Permit for API 389-36304

Date Filed: 9/27/2017

George P. Bush, Commissioner

By Jm



**RAILROAD COMMISSION OF TEXAS****Form G-1**

1701 N. Congress
P.O. Box 12967
Austin, Texas 78701-2967

Status: Submitted
Date: 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
Well Type: Producing Completion or Recompletion Date: 01/07/2017
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 drilling operation ended: 12/20/2016
Number of producing wells on this lease in this field (reservoir) including this well: 1 Distance to nearest well in lease & reservoir (ft.): 0.0
Total number of acres in lease: 1200.00 Elevation (ft.): 3273 GL
Total depth TVD (ft.): 9818 Total depth MD (ft.): 16947
Plug back depth TVD (ft.): 9818 Plug back depth MD (ft.): 16822
Was directional survey made other than inclination (Form W-12)? No Rotation time within surface casing (hours): 38.0
Is Cementing Affidavit (Form W-15) attached? Yes
Recompletion or reclass? No Multiple completion? No
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: No
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

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? Yes

Run No.	Line size	Orif. or Choke Size (in.)	24 hr. Coeff. Orif. Or Choke (in.)	Static Pm or Choke (in.)	Diff (hw)	Flow Temp (°F)	Temp. (Ftf)	Gravity (Fg)	Compress (Fpv)	Volume (MCF/day)
1	4.000	64/64	24.00	138.1	125.0	89.5	0.0000	0.0000	1.002	2944.0

FIELD DATA AND PRESSURE CALCULATIONS

Gravity (dry gas): 0.740 Gravity (liquid hydrocarbons) (Deg. API): 53.8
 Gas-Liquid Hydro Ratio (CF/Bbl): 23365 Gravity (mixture): Gmix= 0.780
 Avg. shut in temp. (°F): 138.0 Bottom hole temp. and depth: 168.0 °F@ 9820.0 FT

Run No.	Time of Run (Min.)	Choke Size (in.)	Wellhead Pressure (PSIA)	Wellhead Flow Temp (°F)
SHUT-IN	1440	64/64	860	50.0
1	4320	64/64	538	109.0

CASING RECORD

Row	Type of Casing	Casing Size (in.)	Hole Size (in.)	Setting Depth (ft.)	Multi - Stage Depth (ft.)	Multi - Shoe Depth (ft.)	Cement Class	Cement Amount (sacks)	Slurry Volume (cu. ft.)	Top of Cement (ft.)	TOC Determined By
1	Surface	9 5/8	12 1/4	2980			SL & C	1270	2194.0		Circulated to Surface
2	Intermediate	7	8 3/4	10241		10241	LITE & IT	155	333.1		ACE 8700 Cement Evaluation Log
3	Intermediate	7	8 3/4	16947	8718	8603	LITE & I	605	1901.3	2000	Calculation

LINER RECORD

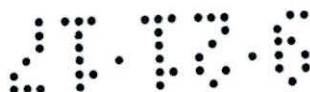
Row	Liner Size (in.)	Hole Size (in.)	Liner Top (ft.)	Liner Bottom (ft.)	Cement Class	Cement Amount (sacks)	Slurry Volume (cu. ft.)	Top of Cement (ft.)	TOC Determined By
1	4 1/2	6 1/8	8603	16947	C	440	950.0	8900	Cement Evaluation Log

TUBING RECORD

Row	Size (in.)	Depth Size (ft.)	Packer Depth (ft.)/Type
1	2 7/8	8592	/

PRODUCING/INJECTION/DISPOSAL INTERVAL

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 hydraulic fracturing treatment: 7000

Actual maximum pressure (PSIG) during hydraulic fracturing: 8823

Has the hydraulic fracturing fluid disclosure been reported to FracFocus disclosure registry (SWR29)?

Yes

Row	Type of Operation	Amount and Kind of Material Used	Depth Interval (ft.)
1	Fracture	131,416 GAL ACID, 419,492 BBLS WTR, 18,982,420 LBS PROPPENT	10290.0 16728.0

FORMATION RECORD

Formations	Encountered	Depth TVD (ft.)	Depth MD (ft.)	Is formation isolated?	Remarks
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 GAS	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)?

No

Is the completion being downhole commingled (SWR 10)?

No

REMARKS

21728

RRC REMARKS**PUBLIC COMMENTS:****CASING RECORD :**

67 BBLS = 202 SKS OF CEMENT TO SURFACE

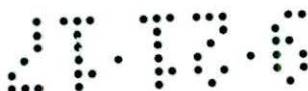
TUBING RECORD:**PRODUCING/INJECTION/DISPOSAL INTERVAL :****ACID, FRACTURE, CEMENT SQUEEZE, CAST IRON BRIDGE PLUG, RETAINER, ETC. :****GAS MEASUREMENT DATE REMARK:****OPERATOR'S CERTIFICATION**

Printed Name: Haylie Urias

Title: Regulatory & Production

Telephone No.: (432) 253-8312

Date Certified: 06/01/2017



RAILROAD COMMISSION OF TEXAS
Oil and Gas Division

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 Organization Report) ATLANTIC RESOURCES COMPANY, LLC		3. RRC DISTRICT NO. 08	4. OIL LEASE NO OR GAS WELL ID NO.														
2. MAILING ADDRESS PO BOX 3759 MIDLAND, TX 79702		5. WELL NO. 2H	6. API NO. 42- 389-35427														
		7. COUNTY OF WELL SITE REEVES															
8. FIELD NAME (as per RRC Records) FORD, WEST (WOLFCAMP)		9. LEASE NAME STATE GATEWAY 38															
10. LOCATION (Section, Block and Survey) 38 , 53 , PSL/HOPPER, W M , A-2981		11. PIPELINE CONNECTION OR USE OF GAS EAGLECLAW MIDSTREAM															
PRODUCTION TEST AT RATE ELECTED BY OPERATOR (data on 24-hour basis)		A.S.T.M. DISTILLATION OF LIQUID SAMPLE. Distillation test is required for gas wells ONLY if the producing gas-liquid hydrocarbon ratio is less than 100,000 CF/barrel.															
A. Date of Test <u>02/20/2017</u> B. Gas Volume <u>2944.0</u> (Mcf) C. Oil or Condensate Volume <u>126.0</u> (Bbl) D. Water Volume <u>3038.0</u> (Bbl) E. Gas/Liquid Hydrocarbon Ratio <u>23365</u> (Cf/Bbl) F. Flowing Tubing Pressure <u>538</u> (psia) G. Choke Size <u>64/64</u> (in.) H. Casing Pressure <u>1246.0</u> (psia) I. Shut-in Wellhead Pressure-- Tubing <u>860</u> (psia) J. Separator Operating Pressure <u>120.0</u> (psia) K. Color of Stock Tank Liquid <u>Light Straw</u> L. Gravity of Separator Liquid <u>53.0</u> ° API M. Gravity of Stock Tank Liquid <u>53.0</u> ° API N. Specific Gravity of the Gas (Air = 1) <u>0.74</u>		Date Liquid Sample Obtained _____ Where Obtained: ☐ Separator ☐ Stock Tank <table style="width:100%;"> <tr> <td style="width:50%;">% Over Temp. (deg. F)</td> <td style="width:50%;">% Over Temp. (deg. F)</td> </tr> <tr> <td>Initial Boiling Temp. _____</td> <td>60 _____</td> </tr> <tr> <td>10 _____</td> <td>70 _____</td> </tr> <tr> <td>20 _____</td> <td>80 _____</td> </tr> <tr> <td>30 _____</td> <td>90 _____</td> </tr> <tr> <td>40 _____</td> <td>95 _____</td> </tr> <tr> <td>50 _____</td> <td>End Point _____</td> </tr> </table> Total Recovery _____ percent Residue _____ percent Loss _____ percent		% Over Temp. (deg. F)	% Over Temp. (deg. F)	Initial Boiling Temp. _____	60 _____	10 _____	70 _____	20 _____	80 _____	30 _____	90 _____	40 _____	95 _____	50 _____	End Point _____
% Over Temp. (deg. F)	% Over Temp. (deg. F)																
Initial Boiling Temp. _____	60 _____																
10 _____	70 _____																
20 _____	80 _____																
30 _____	90 _____																
40 _____	95 _____																
50 _____	End Point _____																
I declare under penalties prescribed in Sec. 91.143, Texas Natural Resources Code, that I am authorized to make this report, that this report was prepared by me or under my supervision and direction, and that data and facts stated therein are true, correct, and complete to the best of my knowledge. <u>05/31/2017</u> DATE		RRC USE ONLY															
				NAME (Type or Print) <u>Haylie Urias</u>													
				SIGNATURE <u>Regulatory & Production</u>													
				TITLE _____													
CONTACT PERSON _____		PHONE NUMBER <u>(432) 253-8312</u>															



RAILROAD COMMISSION OF TEXAS

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, re-classifications, 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

Operator Name: ATLANTIC RESOURCES COMPANY, LLC	District No. 08	Completion Date: 01/07/2017
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 STATUS (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 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: ENDURANCE RESOURCES LLC

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). _____

Haylie Urias

Signature

Name (print)

Regulatory & Production

Title

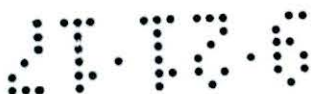
(432) 253-8312

Phone

06/01/2017

Date

-FOR RAILROAD COMMISSION USE ONLY-



Acreage Designation

SECTION I. OPERATOR INFORMATION	
Operator Name: ENDURANCE RESOURCES LLC	Operator P-5 No.: 252021
Operator Address: 203 W WALL ST, SUITE 1000, MIDLAND, TX 79701	

SECTION II. WELL INFORMATION		
District No.:08	County:REEVES	Purpose of Filing: ☒ Drilling Permit Application (Form W-1) ☐ Completion Report (Form G-1/W-2)
Well No.:2H	API No.:	
Total Lease Acres:1200	Drilling Permit No.:	
Lease Name:STATE GATEWAY 38	Lease No.:	
Field Name:FORD WEST	Field No.:	

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 listed 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 been authorized by the current operator to change the assigned acreage of that operator as shown below.

[illegible]

Total Well Count >	0	1200	< A. Total Assigned Horiz. Acreage	1200	< C. Total Assigned Acreage
		0	< Total Remaining Horiz. Acreage	0	< Total Remaining Acreage
		0	< B. Total Assigned Vert./Dir. Acreage		
		0	< Total Remaining Vert./Dir. Acreage		

SECTION IV. REMARKS // PURPOSE OF FILING (see instructions)	
Drilling Permit Application	

Attach Additional Pages As Needed. ☐ No additional pages ☐ Additional Pages: _____ (No. of additional pages)

CERTIFICATION: I declare under penalties prescribed in Sec. 91.143, Texas Natural Resources Code, that this report was prepared by me or under my supervision or direction, that I am authorized to make this report, and that the information contained in this report is true, correct, and complete to the best of my knowledge.

Signature Twice Tutor

TINLEE TILTON - ENGINEER

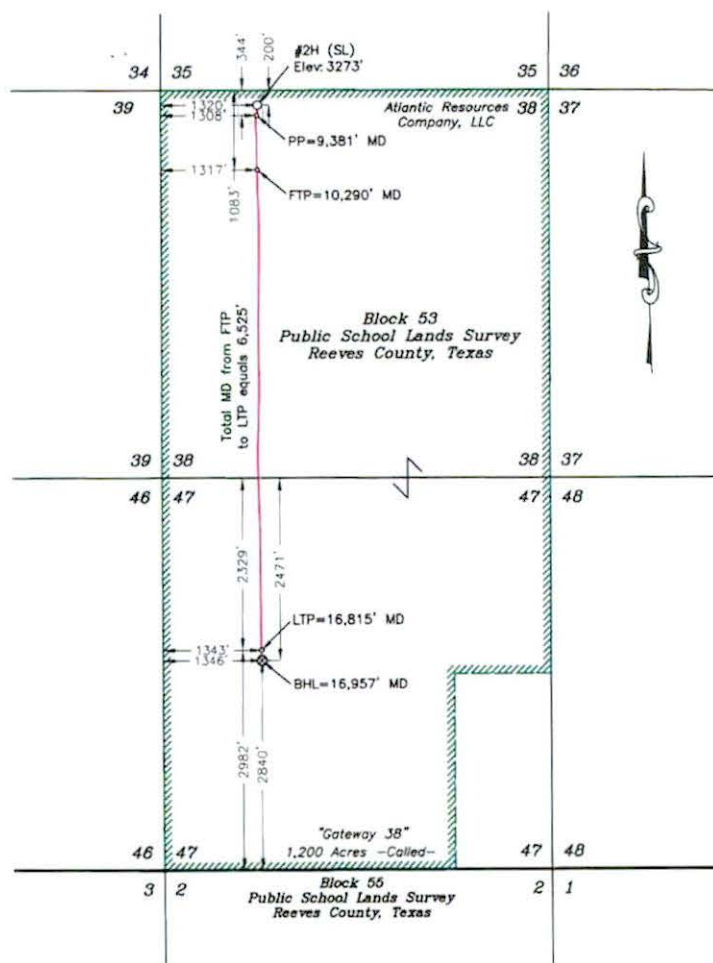
Email (include email address *only* if you affirmatively consent to its public release)

203 W Wall St Ste 1000, Midland, TX 79701

432-242-4693

Address	City,	State,	Zip Code	Tel: Area Code	Number	Date: mo. day yr.
---------	-------	--------	----------	----------------	--------	-------------------





	State Plane Coordinate		Geodetic (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 Oria, Texas



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.
- 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

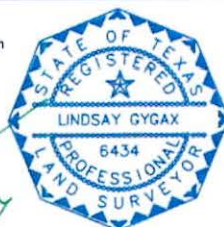
- Denotes Proposed Well Bore
- Denotes Unit Boundary
- Denotes Tract Line
- - Denotes Proposed Well Location
- - Denotes Plugged Oil Well Location
- - Denotes Producing Oil Well Location

CERTIFICATION:

I hereby certify that this plat was made from notes taken in the field in a bona fide survey made under my supervision

Lindsay Gyax

Texas R.P.L.S. No. 6434



SURVEYORS - ENGINEERS - PLANNERS
ENGINEERS REGISTRATION: FIRM 2184
SURVEYORS REGISTRATION: FIRM 100682-00
110 W. LOUISIANA AVE., SUITE 110
MIDLAND, TEXAS 79701
817.699.0865 - FAX 817.699.0868



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'

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

ATLANTIC RESOURCES COMPANY, LLC

PO BOX 3759
MIDLAND, TX 79702**GAS WELL
STATUS REPORT**

RAILROAD COMMISSION OF TEXAS

Oil and Gas Division

P.O. Box 12967

Austin, Texas 78711-2967

*This facsimile G-10 was generated electronically
from data submitted to the RRC.*

Reason for Filing



Survey



Retest



Initial Test



Correction

Operator P-5 Organization No.

036555

RRC Dist. No.

08

G-10

Test Period:

Due Date:

Effective Date:

FIELD NAME * LEASE NAME	RRC IDENT NO.	DATE TESTED MO/DAY/YR	GAS PRODUCED MCF/DAY **	CONDENSATE PRODUCED	WATER PROD BBL/DAY	***SIWH PRESSURE PSIA
	WELL NO.	MARK X FOR SHUT-IN WELL	GAS SPEC. GRAVITY	CONDENSATE GRAVITY (API)	X BOTTOMHOLE PRESSURE PSIA	***FLOWING PRESSURE PSIA
FORD, WEST (WOLFCAMP)		02/20/2017	2944 MCF	132.0 BBL	3148.0 BBL	860
STATE GATEWAY 38	2H		0.74	53.0	537	538
			MCF	BBL	BBL	
			MCF	BBL	BBL	
			MCF	BBL	BBL	
			MCF	BBL	BBL	
			MCF	BBL	BBL	
			MCF	BBL	BBL	
			MCF	BBL	BBL	
			MCF	BBL	BBL	

CERTIFICATION: I declare under penalties prescribed in Texas Natural Resources Code, Sec. 91.143, that I am authorized to make this report, that this report was prepared by me or under my supervision and direction, and that data and facts stated herein are true, correct, and complete to the best of my knowledge.

ATLANTIC RESOURCES COMPANY LLC

Signature: HAYLIE URIAS

Title:

Phone: (432)683-3272

Date: 05/31/2017

* 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

X AN 'X' PREPRINTED ON A SURVEY IN THE BOTTOMHOLE PRESSURE BOX INDICATES A BOTTOMHOLE PRESSURE MUST BE REPORTED FOR THE WELL

File No. MF111869Reeves

County

Completion Report for API 389-35427

Date Filed: 09/28/17

George P. Bush, Commissioner

By: gmb

0.37.11

RAILROAD COMMISSION OF TEXAS
OIL & GAS DIVISION

PERMIT TO DRILL, DEEPEN, PLUG BACK, OR RE-ENTER ON A REGULAR OR ADMINISTRATIVE EXCEPTION LOCATION

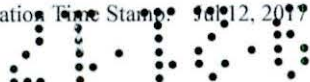
PERMIT NUMBER 828640	DATE PERMIT ISSUED OR AMENDED Jul 12, 2017	DISTRICT * 08
API NUMBER 42-389-36150	FORM W-1 RECEIVED Jul 10, 2017	COUNTY REEVES
TYPE OF OPERATION NEW DRILL	WELLBORE PROFILE(S) Horizontal	ACRES 960
OPERATOR ATLANTIC RESOURCES COMPANY, LLC PO BOX 3759 MIDLAND, TX 79702-0000		NOTICE This 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 GATEWAY 39-34		WELL NUMBER 1H
LOCATION 21.8 miles SW direction from ORLA		TOTAL DEPTH 12000
Section, Block and/or Survey SECTION ◀ 39 BLOCK ◀ 53 ABSTRACT ◀ SURVEY ◀ PSL/STATE		
DISTANCE TO SURVEY LINES 330 ft. WEST 2636 ft. SOUTH		DISTANCE TO NEAREST LEASE LINE 200 ft.
DISTANCE TO LEASE LINES 2 ft. SOUTH 330 ft. WEST		DISTANCE TO NEAREST WELL ON LEASE See FIELD(s) Below
FIELD(s) and LIMITATIONS: * SEE FIELD DISTRICT FOR REPORTING PURPOSES *		
FIELD NAME LEASE NAME	ACRES NEAREST LEASE	DEPTH NEAREST LEASE
WELL # NEAREST WE	DIST	
FORD, WEST (WOLFCAMP)	960.00	10,600
STATE GATEWAY 39-34	200	0
WELLBORE PROFILE(s) FOR FIELD: Horizontal		
RESTRICTIONS: This is a hydrogen sulfide field. Hydrogen Sulfide Fields with perforations must be isolated and tested per State Wide Rule 36 and a Form H-9 filed with the district office. Fields with SWR 10 authority to downhole commingle must be isolated and tested individually prior to commingling production. Lateral: TH1 Penetration Point Location Lease Lines: 500.0 F SOUTH L 330.0 F WEST L Terminus Location BH County: REEVES Section: 34 Block: 53 Abstract: 3567 Survey: PSL / HOPPER, W M Lease Lines: 200.0 F NORTH L 330.0 F WEST L Survey Lines: 200.0 F NORTH L 330.0 F WEST L		
THE FOLLOWING RESTRICTIONS APPLY TO ALL FIELDS		



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 828640	DATE PERMIT ISSUED OR AMENDED Jul 12, 2017	DISTRICT * 08										
API NUMBER 42-389-36150	FORM W-1 RECEIVED Jul 10, 2017	COUNTY REEVES										
TYPE OF OPERATION NEW DRILL	WELLBORE PROFILE(S) Horizontal	ACRES 960										
OPERATOR ATLANTIC RESOURCES COMPANY, LLC 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 GATEWAY 39-34		WELL NUMBER 1H										
LOCATION 21.8 miles SW direction from ORLA		TOTAL DEPTH 12000										
Section, Block and/or Survey SECTION ◀ 39 BLOCK ◀ 53 ABSTRACT ◀ SURVEY ◀ PSL/STATE												
DISTANCE TO SURVEY LINES 330 ft. WEST 2636 ft. SOUTH		DISTANCE TO NEAREST LEASE LINE 200 ft.										
DISTANCE TO LEASE LINES 2 ft. SOUTH 330 ft. WEST		DISTANCE TO NEAREST WELL ON LEASE See FIELD(s) Below										
FIELD(s) and LIMITATIONS: * SEE FIELD DISTRICT FOR REPORTING PURPOSES *												
<table style="width:100%; border:none;"> <tr> <td style="width:60%;">FIELD NAME</td> <td style="width:10%;">ACRES</td> <td style="width:10%;">DEPTH</td> <td style="width:10%;">WELL #</td> <td style="width:10%;">DIST</td> </tr> <tr> <td>LEASE NAME</td> <td>NEAREST LEASE</td> <td></td> <td>NEAREST WE</td> <td></td> </tr> </table>			FIELD NAME	ACRES	DEPTH	WELL #	DIST	LEASE NAME	NEAREST LEASE		NEAREST WE	
FIELD NAME	ACRES	DEPTH	WELL #	DIST								
LEASE NAME	NEAREST LEASE		NEAREST WE									
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.												

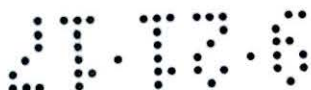


**RAILROAD COMMISSION OF TEXAS
OIL & GAS DIVISION
SWR #13 Formation Data**

REEVES (389) County

Formation	Shallow Top	Deep Top	Remarks	Geological Order	Effective Date
FORD-DELAWARE	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>



**CERTIFICATE OF
POOLING AUTHORITY**

Revised 05/2001

P-12
DBC1001

1. Field Name(s) Ford, West (Wolfcamp)	2. Lease/ID Number (if assigned)	3. RRC District Number 08
4. Operator Name Atlantic Resources Company, LLC	5. Operator P-5 Number 036555	6. Well Number 1H
7. Pooled Unit Name State Gateway 39-34	8. API Number 42-389-	9. Purpose of Filing ☒ Drilling Permit (W-1) ☐ Completion Report
10. County Reeves	11. Total acres in pooled unit 960	

DESCRIPTION OF INDIVIDUAL TRACTS CONTAINED WITHIN THE POOLED UNIT

TRACT/PLAT IDENTIFIER	TRACT NAME	ACRES IN TRACT (See inst. #7 below)	INDICATE UNDIVIDED INTERESTS	
			UNLEASED	NON-POOLED
1	Young Cottonwood Oil & Gas LP, et al	640	☐	☐
2	State of Texas	320	☐	☐
			☐	☐
			☐	☐
			☐	☐
			☐	☐
			☐	☐
			☐	☐
			☐	☐
			☐	☐

CERTIFICATION:

I declare under penalties prescribed pursuant to the Sec. 91.143, Texas Natural Resources Code, that I am authorized to make the foregoing statements and that the information provided by me or under my direction on this Certificate of Pooling Authority is true, correct, and complete to the best of my knowledge.



Signature

Haylie Urias

Print Name

Regulatory & Production

Title

hurias@arcoperating.com

E-Mail (if available)

06/29/2017

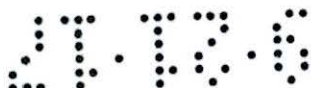
Date

(432)683-3272

Phone

INSTRUCTIONS — Reference: Statewide Rules 31, 38 and 40

- 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.
- 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.





API No. _____ Application Status # <u>828640</u> SWR Exception Case/Docket No. _____		RAILROAD COMMISSION OF TEXAS OIL & GAS DIVISION APPLICATION FOR PERMIT TO DRILL, RECOMPLETE, OR RE-ENTER <i>This facsimile W-1 was generated electronically from data submitted to the RRC.</i> <i>A certification of the automated data is available in the RRC's Austin office.</i>			FORM W-1 07/2004 Permit Status: As Submitted <i>The RRC has not approved this application. Duplication or distribution of information is at the user's own risk.</i>	
1. RRC Operator No. 036555		2. Operator's Name (as shown on form P-5, Organization Report) ATLANTIC RESOURCES COMPANY, LLC		3. Operator Address (include street, city, state, zip): PO BOX 3759 MIDLAND, TX 79702-0000		
4. Lease Name STATE GATEWAY 39-34		5. Well No. 1H				
GENERAL INFORMATION						
6. Purpose of filing (mark ALL appropriate boxes): ☒ New Drill ☐ Recompletion ☐ Reclass ☐ Field Transfer ☐ Re-Enter ☐ Amended ☐ Amended as Drilled (BHL) (Also File Form W-1D)						
7. Wellbore Profile (mark ALL appropriate boxes): ☐ Vertical ☒ Horizontal (Also File Form W-1H) ☐ Directional (Also File Form W-1D) ☐ Sidetrack						
8. Total Depth 12000		9. Do you have the right to develop the minerals under any right-of-way? ☒ Yes ☐ No		10. Is this well subject to Statewide Rule 36 (hydrogen sulfide area)? ☒ Yes ☐ No		
SURFACE LOCATION AND ACREAGE INFORMATION						
11. RRC District No. 08		12. County REEVES		13. Surface Location ☒ Land ☐ Bay/Estuary ☐ Inland Waterway ☐ Offshore		
14. This well is to be located <u>21.8</u> miles in a <u>SW</u> direction from <u>Orla</u> which is the nearest town in the county of the well site						
15. Section 39	16. Block 53	17. Survey STATE OF TEXAS		18. Abstract No. A-	19. Distance to nearest lease line: 2 ft.	20. Number of contiguous acres in lease, pooled unit, or unitized tract: 960
21. Lease Perpendiculars: <u>2</u> ft from the <u>SOUTH</u> line and <u>330</u> ft from the <u>WEST</u> line.						
22. Survey Perpendiculars: <u>330</u> ft from the <u>WEST</u> line and <u>2140</u> ft from the <u>NORTH</u> line.						
23. Is this a pooled unit? ☒ Yes ☐ No		24. Unitization Docket No:		25. Are you applying for Substandard Acreage Field? ☐ Yes (attach Form W-1A) ☒ No		
FIELD INFORMATION List all fields of anticipated completion including Wildcat. List one zone per line.						
26. RRC District No.	27. Field No.	28. Field Name (exactly as shown in RRC records)		29. Well Type	30. Completion Depth	31. Distance to Nearest Well in this Reservoir
08	31913800	FORD, WEST (WOLFCAMP)		Oil or Gas Well	10600	0.00
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.		
				<u>Haylie Urias, Regulatory & Production</u> <u>Jul 10, 2017</u> Name of filer Date submitted		
				<u>(432)2538312</u> <u>hurias@arcoperating.com</u> Phone E-mail Address (OPTIONAL)		
RRC Use Only Data Validation Time Stamp: Jul 10, 2017 3:43 PM('As Submitted' Version)						

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**

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.*

Form W-1H

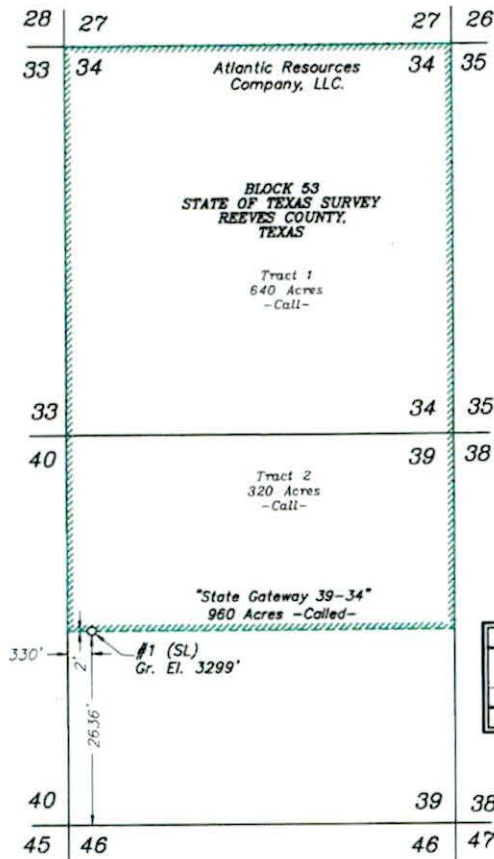
07/2004

Supplemental Horizontal Well Information

Status # 828640

Approved Date:

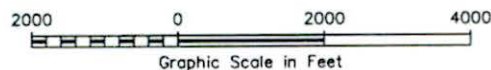
1. RRC Operator No. 036555	2. Operator's Name (exactly as shown on form P-5, Organization Report) ATLANTIC RESOURCES COMPANY, LLC	3. Lease Name STATE GATEWAY 39-34	4. Well No. 1H
Lateral Drainhole Location Information			
5. Field as shown on Form W-1 FORD, WEST (WOLFCAMP) (Field # 31913800, RRC District 08)			
6. Section 39	7. Block 53	8. Survey STATE OF TEXAS	9. Abstract 10. County of BHL REEVES
11. Terminus Lease Line Perpendiculars 200 ft. from the North line. and 330 ft. from the West line			
12. Terminus Survey Line Perpendiculars 200 ft. from the North line. and 330 ft. from the West line			
13. Penetration Point Lease Line Perpendiculars 500 ft. from the South line. and 330 ft. from the West line			



Tract	Lessors	Acres
1	Young Cottonwood Oil & Gas LP, et al	640
2	State of Texas	320
Total		960 Acres

	State Plane Coordinate		Geodetic (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.



Legend

- - - - - Denotes Proposed Well Bore
- ~~~~~ Denotes Unit Boundary
- - - - - Denotes Tract Line
- Denotes Proposed Well Location
- Denotes Proposed Penetration/ Take Points
- ⊗ Denotes Proposed Bottom Hole Location

NOTE:

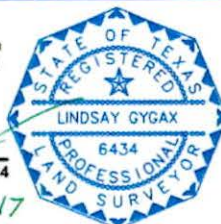
- 1) Plane Coordinates shown hereon are Lambert Grid and Conform to the "Texas Coordinate System", Texas Central Zone, North American Datum of 1927, unless otherwise noted. Scale factor is 1.00015503.
- 2) Geodetic Coordinate shown hereon references the North American Datum of 1927, unless otherwise noted.
- 3) This plat is provided only for filing purposes with the Texas Railroad Commission and should not be construed as a boundary survey.

CERTIFICATION:

I hereby certify that this plat was made from notes taken in the field in a bona fide survey made under my supervision.

Lindsay Gygax

Texas R.P.L.S. No. 6434



WEST COMPANY

Land Surveyors ■ Civil Engineers

110 W. Louisiana Ave., Suite 110, Midland, Texas 79701
(432) 687-0866 - FAX (432) 687-0868
FIRM Registration Number: 100862-00



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

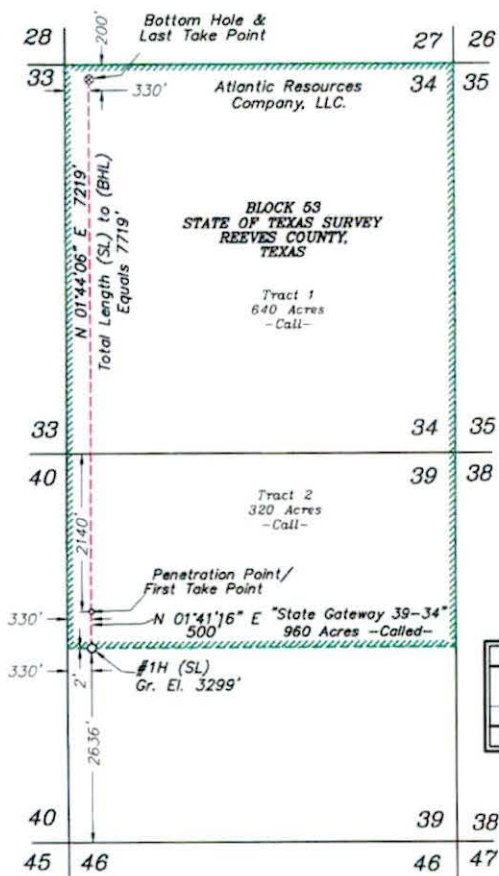
Scale: 1"=2000'

W.O.: 2017-0449

Surveyed: 06/19/17

Drawn By: NL

File: J:\2017\2017-0449\2017-0449.dwg



Tract	Lessors	Acres
1	Young Cottonwood Oil & Gas LP, et al	640
2	State of Texas	320
Total		960 Acres

	State Plane Coordinate		Geodetic (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
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

The State Gateway 39-34 #1H is located approximately 21.8 miles Southwest of Mentone, Texas.



Legend

- - - - - Denotes Proposed Well Bore
- ~~~~~ Denotes Unit Boundary
- Denotes Tract Line
- Denotes Proposed Well Location
- Denotes Proposed Penetration/ Take Points
- ⊗ Denotes Proposed Bottom Hole Location

NOTE:

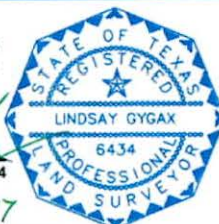
- 1) Plane Coordinates shown hereon are Lambert Grid and Conform to the "Texas Coordinate System", Texas Central Zone, North American Datum of 1927, unless otherwise noted. Scale factor is 1.00015503.
- 2) Geodetic Coordinate shown hereon references the North American Datum of 1927, unless otherwise noted.
- 3) This plat is provided only for filing purposes with the Texas Railroad Commission and should not be construed as a boundary survey.

CERTIFICATION:

I hereby certify that this plat was made from notes taken in the field in a bona fide survey made under my supervision.

Lindsay Gygax

Texas R.P.L.S. No. 6434



WEST COMPANY

Land Surveyors ■ Civil Engineers

110 W. Louisiana Ave., Suite 110, Midland, Texas 79701
(432) 687-0865 - FAX (432) 687-0868
FIRM Registration Number: 100682-00



ATLANTIC
RESOURCES COMPANY

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

Scale: 1" = 2000'

W.O.: 2017-0449

Surveyed: 06/19/17

Drawn By: NL

File: J:\2017\2017-0449\2017-0449.dwg

GROUNDWATER PROTECTION DETERMINATION

Form GW-2



Groundwater Advisory Unit

Date Issued: 31 July 2017

GAU Number: 175545

Attention: ATLANTIC RESOURCES
PO BOX 3759
MIDLAND, TX 79702

Operator No.: 036555

API Number:
County: REEVES
Lease Name: Gateway 39-34
Lease Number:
Well Number: 1H
Total Vertical Depth: 12000
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 P.O. Box 12967 Austin, Texas 78771-2967 512-463-2741 Internet address: www.rrc.texas.gov
Rev. 02/2014

21706

39.

File No. MF111869

Reeves County

Drilling Permit API 389-36150 Unit 8693

Date Filed: 09/28/17

By gm George P. Bush, Commissioner

2017

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-1 RECEIVED Mar 09, 2017	COUNTY REEVES
TYPE OF OPERATION NEW DRILL	WELLBORE PROFILE(S) Horizontal, Vertical	ACRES 1280
OPERATOR ATLANTIC RESOURCES COMPANY, LLC 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 GATEWAY 37-48		WELL NUMBER 3H
LOCATION 20 miles SW direction from ORLA		TOTAL DEPTH 12000
Section, Block and/or Survey SECTION ◀ 37 BLOCK ◀ 53 ABSTRACT ◀ 5043 SURVEY ◀ PSL / FORD, L L		
DISTANCE TO SURVEY LINES 225 ft. NORTH 330 ft. EAST		DISTANCE TO NEAREST LEASE LINE 200 ft.
DISTANCE TO LEASE LINES 225 ft. NORTH 330 ft. EAST		DISTANCE TO NEAREST WELL ON LEASE See FIELD(s) Below
FIELD(s) and LIMITATIONS: * SEE FIELD DISTRICT FOR REPORTING PURPOSES *		
FIELD NAME LEASE NAME	ACRES NEAREST LEASE	DEPTH NEAREST WE
-----	-----	-----
FORD, WEST (WOLFCAMP)	1280.00	10,250
STATE GATEWAY 37-48	200	0

WELLBORE PROFILE(s) FOR FIELD: Horizontal, Vertical		

RESTRICTIONS: Lateral: TH1 Penetration Point Location Lease Lines: 330.0 F EAST L 650.0 F NORTH L Terminus Location BH County: REEVES Section: 48 Block: 53 Abstract: 2980 Survey: PSL / HOPPER, W M Lease Lines: 330.0 F EAST L 200.0 F SOUTH L Survey Lines: 330.0 F EAST L 200.0 F SOUTH L		
-----	-----	-----
WILDCAT	1280.00	12,000
STATE GATEWAY 37-48	200	0

WELLBORE PROFILE(s) FOR FIELD: Vertical		

RESTRICTIONS: For exploratory test only This is a hydrogen sulfide field. Hydrogen Sulfide Fields with perforations must be isolated and tested per State Wide Rule 36 and a Form H-9 filed with the district office		



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-1 RECEIVED Mar 09, 2017	COUNTY REEVES
TYPE OF OPERATION NEW DRILL	WELLBORE PROFILE(S) Horizontal, Vertical	ACRES 1280
OPERATOR ATLANTIC RESOURCES COMPANY, LLC PO BOX 3759 MIDLAND, TX 79702-0000 036555		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 GATEWAY 37-48		WELL NUMBER 3H
LOCATION 20 miles SW direction from ORLA		TOTAL DEPTH 12000
Section, Block and/or Survey SECTION ◀ 37 BLOCK ◀ 53 ABSTRACT ◀ 5043 SURVEY ◀ PSL / FORD, L L		
DISTANCE TO SURVEY LINES 225 ft. NORTH 330 ft. EAST		DISTANCE TO NEAREST LEASE LINE 200 ft.
DISTANCE TO LEASE LINES 225 ft. NORTH 330 ft. EAST		DISTANCE TO NEAREST WELL ON LEASE See FIELD(s) Below
FIELD(s) and LIMITATIONS: * SEE FIELD DISTRICT FOR REPORTING PURPOSES *		
FIELD NAME LEASE NAME	ACRES NEAREST LEASE	DEPTH NEAREST WE
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	Geological Order	Effective Date
FORD-DELAWARE	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>

**CERTIFICATE OF
POOLING AUTHORITY**

Revised 05/2001

P-12
DBC1001

1. Field Name(s) Ford, West (Wolfcamp)	2. Lease/ID Number (if assigned)	3. RRC District Number 08
4. Operator Name Atlantic Resources Company, LLC	5. Operator P-5 Number 036555	6. Well Number 3H
7. Pooled Unit Name State Gateway 37-48	8. API Number	9. Purpose of Filing ☒ Drilling Permit (W-1) ☐ Completion Report
10. County Reeves	11. Total acres in pooled unit 1280	

DESCRIPTION OF INDIVIDUAL TRACTS CONTAINED WITHIN THE POOLED UNIT

TRACT/PLAT IDENTIFIER	TRACT NAME	ACRES IN TRACT (See inst. #7 below)	INDICATE UNDIVIDED INTERESTS 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:

I declare under penalties prescribed pursuant to the Sec. 91.143, Texas Natural Resources Code, that I am authorized to make the foregoing statements and that the information provided by me or under my direction on this Certificate of Pooling Authority is true, correct, and complete to the best of my knowledge.



Signature

Haylie Urias

Print Name

Regulatory

Title

hurias@arcoperating.com

E-Mail (if available)

02/22/2017

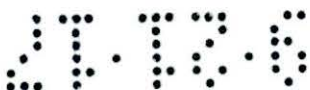
Date

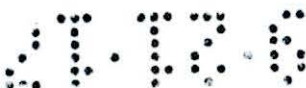
(432)683-3272

Phone

INSTRUCTIONS — Reference: Statewide Rules 31, 38 and 40

- 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.
- 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.





API No. <u>42-389-35747</u>		RAILROAD COMMISSION OF TEXAS OIL & GAS DIVISION APPLICATION FOR PERMIT TO DRILL, RECOMPLETE, OR RE-ENTER <i>This facsimile W-1 was generated electronically from data submitted to the RRC.</i> <i>A certification of the automated data is available in the RRC's Austin office.</i>				FORM W-1 07/2004 Permit Status: Pending Approval <i>The RRC has not approved this application.</i> <i>Duplication or distribution of information is at the user's own risk.</i>	
Application Status # <u>823619</u>							
SWR Exception Case/Docket No. _____							
1. RRC Operator No. <u>036555</u>		2. Operator's Name (as shown on form P-5, Organization Report) <u>ATLANTIC RESOURCES COMPANY, LLC</u>			3. Operator Address (include street, city, state, zip): <u>PO BOX 3759</u> <u>MIDLAND, TX 79702-0000</u>		
4. Lease Name <u>STATE GATEWAY 37-48</u>			5. Well No. <u>3H</u>				
GENERAL INFORMATION							
6. Purpose of filing (mark ALL appropriate boxes): ☒ New Drill ☐ Recompletion ☐ Reclass ☐ Field Transfer ☐ Re-Enter ☒ Amended ☐ Amended as Drilled (BHL) (Also File Form W-1D)							
7. Wellbore Profile (mark ALL appropriate boxes): ☒ Vertical ☒ Horizontal (Also File Form W-1H) ☐ Directional (Also File Form W-1D) ☐ Sidetrack							
8. Total Depth <u>12000</u>		9. Do you have the right to develop the minerals under any right-of-way? ☒ Yes ☐ No		10. Is this well subject to Statewide Rule 36 (hydrogen sulfide area)? ☒ Yes ☐ No			
SURFACE LOCATION AND ACREAGE INFORMATION							
11. RRC District No. <u>08</u>		12. County <u>REEVES</u>		13. Surface Location ☒ Land ☐ Bay/Estuary ☐ Inland Waterway ☐ Offshore			
14. This well is to be located <u>20</u> miles in a <u>SW</u> direction from <u>Orla</u> which is the nearest town in the county of the well site.							
15. Section <u>37</u>	16. Block <u>53</u>	17. Survey <u>PSL / FORD, L L</u>		18. Abstract No. <u>A-5043</u>	19. Distance to nearest lease line <u>200</u> ft	20. Number of contiguous acres in lease, pooled unit, or unitized tract <u>1280</u>	
21. Lease Perpendiculars: <u>225</u> ft from the <u>NORTH</u> line and <u>330</u> ft from the <u>EAST</u> line.		22. Survey Perpendiculars: <u>225</u> ft from the <u>NORTH</u> line and <u>330</u> ft from the <u>EAST</u> line.					
23. Is this a pooled unit? ☒ Yes ☐ No		24. Unitization Docket No. _____		25. Are you applying for Substandard Acreage Field? ☐ Yes (attach Form W-1A) ☒ No			
FIELD INFORMATION List all fields of anticipated completion including Wildcat. List one zone per line.							
26. RRC District No.	27. Field No.	28. Field Name (exactly as shown in RRC 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, WEST (WOLFCAMP)		Oil or Gas Well	10250	0.00	1
08	00018001	WILDCAT		Exploratory Test Well	12000	0.00	1
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 <u>Haylie Urias, Regulatory & Production</u> <u>Mar 09, 2017</u> Name of filer Date submitted <u>(432)2538312</u> <u>hurias@arcoperating.com</u> Phone E-mail Address (OPTIONAL)			
RRC Use Only Data Validation Time Stamp: <u>Mar 9, 2017 2:54 PM(Current Version)</u>							

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 07/2004
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.*

Status # 823619

Approved Date:

1. RRC Operator No 036555	2. Operator's Name (exactly as shown on form P-5, Organization Report) ATLANTIC RESOURCES COMPANY, LLC	3. Lease Name STATE GATEWAY 37-48	4. Well No. 3H
Lateral Drainhole Location Information			
5. Field as shown on Form W-1 FORD, WEST (WOLFCAMP) (Field # 31913800, RRC District 08)			
6. Section 48	7. Block 53	8. Survey PSL / HOPPER, W M	9. Abstract 2980
10. County of BHL REEVES			
11. Terminus Lease Line Perpendiculars 330 ft. from the East line, and 200 ft. from the South line			
12. Terminus Survey Line Perpendiculars 330 ft. from the East line, and 200 ft. from the South line			
13. Penetration Point Lease Line Perpendiculars 330 ft. from the East line, and 650 ft. from the North line			

PROPOSED
SURFACE LOCATION

Plane Coordinate (NAD '83)

X = 1,154,517.92
Y = 10,542,191.15

Plane Coordinate (NAD '27)

X = 858,056.01
Y = 699,616.00

Geodetic Coordinate (NAD '83)

Latitude = 31°32'19.34" N
Longitude = 103°59'59.73" W

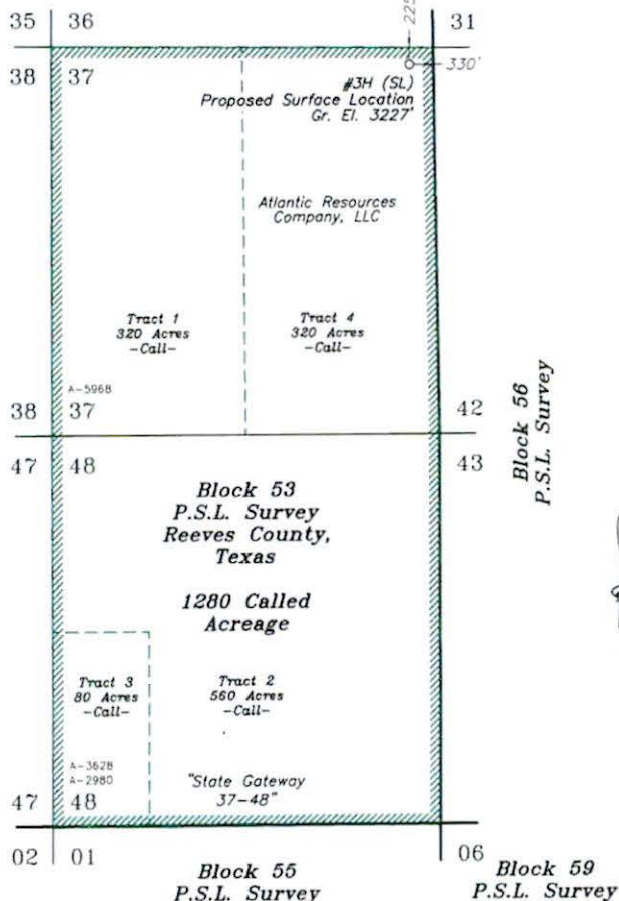
Decimal Degrees (NAD '83)

Latitude = 31.53870571° N
Longitude = 103.99992543° W

Geodetic Coordinate (NAD '27)

Latitude = 31°32'18.88" N
Longitude = 103°59'58.03" W

Decimal Degrees (NAD '27)

Latitude = 31.53857674° N
Longitude = 103.99945330° W

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
20 miles Southwest of Orla, Texas.



NOTE:

- 1) Plane Coordinates shown hereon are Lambert 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 noted.
- 3) This plat is provided only for filing purposes with the Texas Railroad Commission and should not be construed as a boundary survey.

Legend

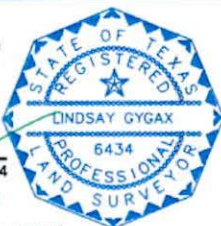
- Denotes Unit Boundary
- Denotes Tract Line
- - Denotes Proposed Well Location

CERTIFICATION:

I hereby certify that this plat was made from notes taken in the field in a bona fide survey made under my supervision.

Lindsay Gygax

Texas R.P.L.S. No. 6434



WEST COMPANY

Land Surveyors ■ Civil Engineers
110 W. Louisiana Ave., Suite 110, Midland, Texas 79701
(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

PROPOSED
SURFACE LOCATION

Plane Coordinate (NAD '83)
X = 1,154,517.92
Y = 10,542,191.15
Plane Coordinate (NAD '27)
X = 858,056.01
Y = 699,616.00

Geodetic Coordinate (NAD '83)
Latitude = 31°32'19.34" N
Longitude = 103°59'59.73" W

Decimal Degrees (NAD '83)
Latitude = 31.53870571° N
Longitude = 103.99992543° W

Geodetic Coordinate (NAD '27)
Latitude = 31°32'18.88" N
Longitude = 103°59'58.03" W

Decimal Degrees (NAD '27)
Latitude = 31.53857674° N
Longitude = 103.99945330° W

PROPOSED
FIRST TAKE POINT &
PENETRATION POINT

Plane Coordinate (NAD '83)
X = 1,154,511.18
Y = 10,541,766.07
Plane Coordinate (NAD '27)
X = 858,049.27
Y = 699,190.93

Geodetic Coordinate (NAD '83)
Latitude = 31°32'15.13" N
Longitude = 103°59'59.65" W

Decimal Degrees (NAD '83)
Latitude = 31.53763713° N
Longitude = 103.99990209° W

Geodetic Coordinate (NAD '27)
Latitude = 31°32'14.67" N
Longitude = 103°59'57.95" W

Decimal Degrees (NAD '27)
Latitude = 31.53740814° N
Longitude = 103.99942998° W

PROPOSED
LAST TAKE POINT &
BOTTOM HOLE LOCATION

Plane Coordinate (NAD '83)
X = 1,154,286.08
Y = 10,532,098.67
Plane Coordinate (NAD '27)
X = 857,824.13
Y = 689,523.70

Geodetic Coordinate (NAD '83)
Latitude = 31°30'39.43" N
Longitude = 103°59'58.57" W

Decimal Degrees (NAD '83)
Latitude = 31.51095383° N
Longitude = 103.99960170° W

Geodetic Coordinate (NAD '27)
Latitude = 31°30'38.97" N
Longitude = 103°59'56.87" W

Decimal Degrees (NAD '27)
Latitude = 31.51082443° N
Longitude = 103.99912990° W

NOTE:

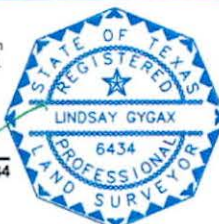
- 1) Plane Coordinates shown hereon are Lambert Grid and Conform to the "Texas Coordinate System", Texas Central Zone, North American Datum of 1927, unless otherwise noted. Scale factor is 1.000224330.
- 2) Geodetic Coordinate shown hereon references the North American Datum of 1927, unless otherwise noted.
- 3) This plat is provided only for filing purposes with the Texas Railroad Commission and should not be construed as a boundary survey.

CERTIFICATION:

I hereby certify that this plat was made from notes taken in the field in a bona fide survey made under my supervision.

Lindsay Gygax

Texas R.P.L.S. No. 6434



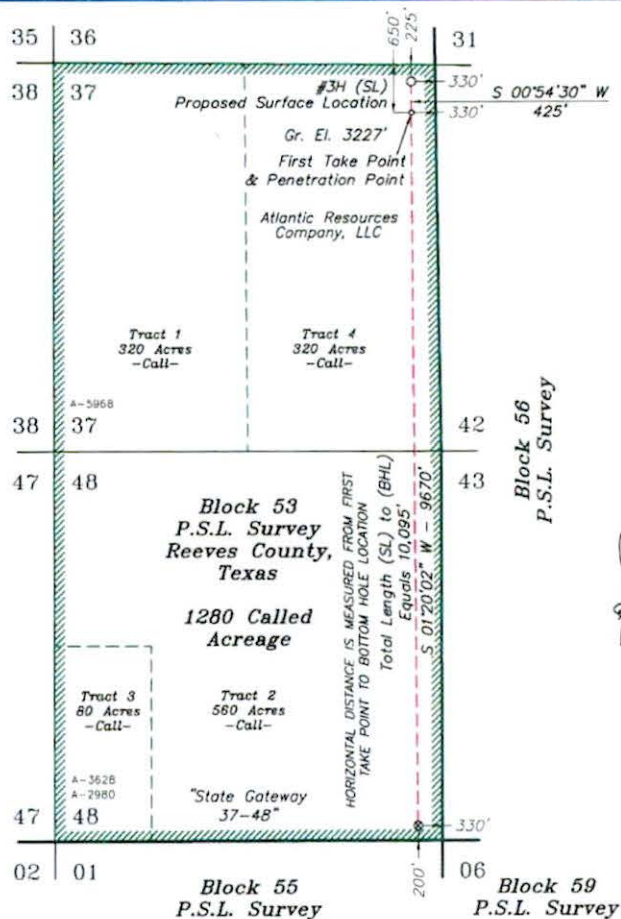
WEST COMPANY

Land Surveyors ■ Civil Engineers

110 W. Louisiana Ave., Suite 110, Midland, Texas 79701

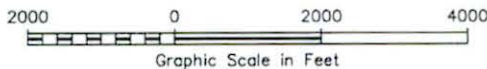
(432) 687-0865 - FAX (432) 687-0868

FIRM Registration Number: 100682-00



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
20 miles Southwest of Orla, Texas.



Legend

- - - - - Denotes Proposed Well Bore
- /// Denotes Unit Boundary
- - - - - Denotes Tract Line
- Denotes Proposed Well Location
- Denotes Proposed Penetration/ Take Points
- (BHL) Denotes Proposed Bottom Hole Location

ATLANTIC
RESOURCES COMPANY

Location of the

STATE GATEWAY 37-48 #3H

SL (225' FNL & 330' FEL), Section 37
BHL (200' FSL & 330' FEL), Section 48

All in 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 PROTECTION DETERMINATION

Form GW-2



Groundwater Advisory Unit

Date Issued: 28 February 2017**GAU Number:** 167849**Attention:** ATLANTIC RESOURCES
PO BOX 3759
MIDLAND, TX 79702**Operator No.:** 036555**API Number:**
County: REEVES
Lease Name: State Gateway 37-48
Lease Number:
Well Number: 3H
Total Vertical Depth: 10500
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 P.O. Box 12967 Austin, Texas 78771-2967 512-463-2741 Internet address: www.rrc.texas.gov
Rev. 02/2014

21.13.6

File No. MF 111869 40.
Reeves County
Drilling Permit API 389-35747 Unit 8316
Date Filed: 09/28/17
George P. Bush, Commissioner
By Jm





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 & Alsop, 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 **PAID-UP** 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

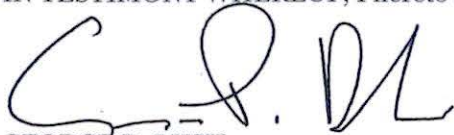
January 7, 2017;

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
Fee:	\$100.00
Files:	M-111869

41

File No. M-111869

County

Cost of Fact

Date Filed: 11/15/12

George R. Bush, Commissioner

By W. J.



TEXAS GENERAL LAND OFFICE
GEORGE P. BUSH, COMMISSIONER

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 carl.bonn@glo.texas.gov if you have further questions.

Best regards,

Carl Bonn, CPL
Mineral Leasing – Energy Resources

Exhibit "A"

Assign ID # 10471

MF#

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)	<u>117877</u>
116869 A,B,C,D,E	<u>117878</u>
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

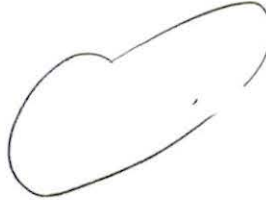
September 11, 2017

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

Assign # 10471



MF111896-A-G et al

RE: Assignment, Bill of Sale
Atlantic Resources II Interests LLC to North Reeves Development LLC
Reeves County, Texas

Dear Mr. Bonn:

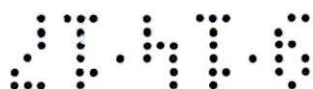
Pursuant to the requirements set forth by Statute and in the State Surveyed School Land Lease Form Revised September 1997, please find enclosed a certified copy of that certain:

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



Mary Quintana
Sr. Lease/Division Order Analyst

/mq
Enclosure

21476

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
09/08/2017

Check Amount
\$2,575.00

007095
Check Number
1075-7095

Invoice #	Invoice Amt
09/06/2017	2,575.00
Assignment Summary (GLO)	
ARC II Assignment 5% Sell Down	

129

18700594

4416

0-14-45

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

10471

DOCUMENT 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				
2.					
3.					
4.					

Mary Quintana
Preparer's Signature

Mary Quintana

Name (please print)

mquintana@allcooperating.com
E-Mail Address

432-683-3272
Telephone Number

Lease Analyst

Title

Date

9-7-2017
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

MF 111869 et al

cfl 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").

6.25%

RECITALS

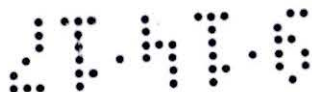
WHEREAS, Assignor owns interests in and to certain oil and gas leases, units, lands, and other assets as more specifically set forth herein; and

WHEREAS, pursuant to that certain Purchase and Sale Agreement by and among Assignor and Assignee dated as of July 27, 2017 (as amended, the "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 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)



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 "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;

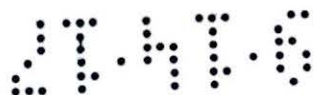
(e) all easements, surface permits, surface licenses, servitudes, rights-of-way, surface leases, and other rights to use the surface appurtenant to, and used or held for use solely in connection with, the Properties (such undivided six and one quarter percent (6.25%) interest, the "Rights of Way");

(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-

True & Correct Copy of a
document on file at
Reeves County Texas,
Dianne O. Florez, County Clerk
Page 2 of 32



(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;

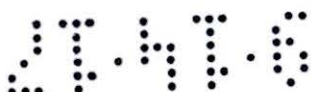
(l) refunds relating to the overpayment of royalties by or on behalf of Assignee to any Governmental Authority, to the extent relating to royalties paid with respect to Hydrocarbon production from the Assets after the Effective Date, whether received before, on, or after the Effective Date; and

(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 "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.

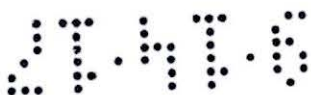
Section 2. Excluded Assets. Notwithstanding anything to the contrary in Section 1 or anywhere else in this Assignment, the following rights and interests (collectively, the "Excluded Assets") are not included in the definition of Assets, and Assignor hereby expressly reserves, excepts and retains unto 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;



(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;

(l) 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;

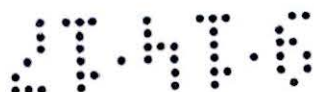
(m) trade credits, accounts, accounts receivable, and other proceeds, income or revenue accruing before the Effective Date and attributable to the Assets prior to the Effective Date;

(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 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 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, 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 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

-6-

True & Correct Copy of a
document on file at
Reeves County Texas,
Dianne O. Florez, County Clerk
Page 6 of 32

17478

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. Assumed Obligations. 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. Subject to Contracts. 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. Successors and Assigns. This Assignment shall bind and inure to the benefit of the Parties hereto and their respective successors and assigns.

Section 10. Headings. 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. 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.

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

Assignment and Bill of Sale
-8-

True & Correct Copy of a
document on file at
Reeves County Texas,
Dianne O. Florez, County Clerk
Page 8 of 32

21476

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: R.A. Jennings

Title: Chief Executive Officer



Assignor Signature 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 9 of 32

21476

ASSIGNEE:

NORTH REEVES DEVELOPMENT LLC
By: Midtown Acquisitions GP LLC, its
Manager

By: Morgan Blackwell
Name: Morgan Blackwell
Title: Authorized Signatory

Assignee Signature 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 10 of 32

21470

STATE OF TEXAS

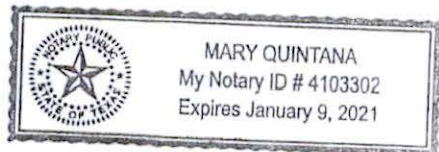
§

§

COUNTY OF Midland

§

The foregoing instrument was acknowledged before me this 27th 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.



Mary Quintana
Notary Public
My Commission Expires: 01-09-2021

(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 11 of 32

21478

STATE OF NEW YORK

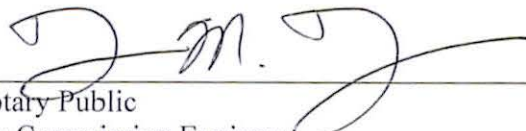
§

§

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



True & Correct Copy of a
document on file at
Reeves County Texas,
Dianne O. Florez, County Clerk
Page 12 of 32

21476

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 13 of 32

21416

MF

117877

Relied

112682-I

Exhibit A-1

Lease Name	Lessor	Lease Date	Recreation Date	Volume	Page	Entry	State	County	Expiration Date	Legal Description	Depth
State of Texas	Endurance Resources Holdings 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	All Depths
State of Texas Agent Towana Spivey, Et Al	Petrohawk Properties, LP	2/9/2011	5/27/2011	880	600	00237	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 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 Keith Lynn	Petrohawk Properties, LP	8/12/2011	9/13/2011	899	64	6309	Texas	Reeves	8/12/2016	(Sec 25, Blk. 53 - NE/4) 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 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 of the Northwest 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 (N/2 N/2 SW/4), and the 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 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.	All Depths

True & Correct Copy of a document on file at
Reeves County Texas,
Dianne O. Florez, County Clerk
Page 14 of 32

MF

Exhibit A-1

Lease Name	Lessee	Lease Date	Recordation Date	Volume	Page	Entry	Leases State	County	Expiration Date	Legal Description	Depth
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 (NE4), the Northeast Quarter of the Northwest Quarter (NE4 NW4), 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 N/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 of the Northwest Quarter (NW4 NW4), South Half of the Northwest Quarter (S/2 NW4), North Half of the North Half of the Southwest Quarter (N/2 N/2 SW/4), and the 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 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.	All Depths
State of Texas Agent Weston Stanley	Petrohawk Properties, LP	2/9/2011	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 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
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 NW4), 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 N/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 of the Northwest Quarter (NW4 NW4), South Half of the Northwest Quarter (S/2 NW/4), North Half of the North Half of the Southwest Quarter (N/2 N/2 SW/4), and the 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 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.	All Depths

Revised

112682-F

True & Correct Copy of a
document on file at
Reeves County Texas,
Dianne O. Florez, County Clerk
Page 15 of 32

MF

Exhibit A-1

Lease Name	Lessee	Lease Date	Recordation Date	Volume	Page	Entry	State	County	Expiration Date	Legal Description	Depth
Tim Wilson	Petrohawk Properties, LP	8/12/2011	9/13/2011	899	70	6311	Texas	Reeves	8/12/2016	(Sec 25, Blk. 53 - NE4) 240.00 acres of land, more or less, being the Northeast Quarter (NE1/4), the Northeast Quarter of the Northwest Quarter (NE1/4 NW1/4), South Half of the Southwest Quarter (S/2 SW1/4), and the South Half of the South Half of the North Half of the Southwest Quarter (S/2 S/2 N/2 SW1/4) 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 (NW1/4 NW1/4), South Half of the Northwest Quarter (S/2 NW1/4), North Half of the North Half of the Southwest Quarter (N/2 N/2 SW1/4), and the North Half of the South Half of the North Half of the Southwest Quarter (N/2 S/2 N/2 SW1/4) 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 - SW1/4) 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
Tovana Spivey	Petrohawk Properties, LP	8/12/2011	9/11/2012	899	61	6308	Texas	Reeves	8/12/2016	(Sec 25, Blk. 53 - NE4) 240.00 acres of land, more or less, being the Northeast Quarter (NE1/4), the Northeast Quarter of the Northwest Quarter (NE1/4 NW1/4), South Half of the Southwest Quarter (S/2 SW1/4), and the South Half of the South Half of the North Half of the Southwest Quarter (S/2 S/2 N/2 SW1/4) 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 (NW1/4 NW1/4), South Half of the Northwest Quarter (S/2 NW1/4), North Half of the North Half of the Southwest Quarter (N/2 N/2 SW1/4), and the North Half of the South Half of the North Half of the Southwest Quarter (N/2 S/2 N/2 SW1/4) 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 - SW1/4) 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
Westone Stanley	Petrohawk Properties, LP	8/12/2011	9/13/2011	899	79	6314	Texas	Reeves	8/12/2016	(Sec 25, Blk. 53 - NE4) 240.00 acres of land, more or less, being the Northeast Quarter (NE1/4), the Northeast Quarter of the Northwest Quarter (NE1/4 NW1/4), South Half of the Southwest Quarter (S/2 SW1/4), and the South Half of the South Half of the North Half of the Southwest Quarter (S/2 S/2 N/2 SW1/4) 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 (NW1/4 NW1/4), South Half of the Northwest Quarter (S/2 NW1/4), North Half of the North Half of the Southwest Quarter (N/2 N/2 SW1/4), and the North Half of the South Half of the North Half of the Southwest Quarter (N/2 S/2 N/2 SW1/4) 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 - SW1/4) 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 Sandra Kornegay Metcalf, a/k/a Heartill Sandra Kornegay Metcalf	Petrohawk Properties, LP	8/26/2011	11/18/2011	907	203	7772	Texas	Reeves	8/26/2016	(Sec 23, Blk. 53 - NW1/4) 160.25 acres of land, more or less, being the Northwest Quarter (NW1/4) of Section 23, Block 53, Public School land Survey, Reeves County, Texas.	All Depths

✓ 113664

True & Correct Copy of a document on file at Reeves County Texas, Dianne O. Florez, County Clerk Page 16 of 32

MF

Exhibit A-1

Lease Name	Lessee	Lease Date	Recordation Date	Volume	Page	Entry	Lease State	County	Expiration Date	Legal Description	Depth
Carter Jonathan 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, being 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 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, being 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
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, 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, being 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
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.	All Depths
William Perry Coleman	Petrohawk Properties, LP	8/30/2011	11/18/2011	907	214	7774	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, being 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 Schneider, 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 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
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.	All Depths
Ronald L. 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.	All Depths
State of Texas	Endurance Resources Holdings II, LLC	1/5/2016	4/14/2016	1260	184	16-04510	Texas	Reeves	1/5/2019	(Sec 39, Blk 53) 641 acres, more or less, being all of Section 39, Block 53, of the PSL Survey located in Reeves County, Texas.	All Depths

117878

118107

117884

True & Correct Copy of a document on file at Reeves County Texas, Dianne O. Flores, County Clerk Page 17 of 32

MF

Exhibit A-1

Lease Name	Lessee	Lease Date	Recordation Date	Volume	Page	Entry	State	County	Expiration Date	Legal Description	Depth
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 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 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.	All Depths
Neal Lee Bingham	Petrohawk Properties, LP	2/9/2011	5/19/2011	878	803	2943	Texas	Reeves	2/9/2016	(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. 5858, Public School Land Survey, Reeves County, Texas.	All Depths
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.	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, being 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.	Endurance 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 acres, 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, being 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 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.	Surface to 100' below the stratigraphic equivalent of the base of the Wolfcamp Formation
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, being 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
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 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, 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.	Surface to 100' below the base of the Wolfcamp Formation
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 (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

117612

112396

True & Correct Copy of a
document on file at
Reeves County Texas,
Dianne O. Florez, County Clerk
Page 18 of 30

MF

Exhibit A-1

Lease Name	Lessee	Lease Date	Recordation Date	Volume	Page	Entry	State	County	Expiration Date	Legal Description	Depth
Charles R. Meeker Trust	Petrohawk Properties, LP	4/28/2011	5/27/2011	882	197	3484	Texas	Reeves	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, being 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
State of Texas	Angelle & Donohue Oil & Gas Properties, Inc.	4/5/2011	5/27/2011	879	458	3042	Texas	Reeves	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 Section 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
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.	All Depths
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
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
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
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
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
State of Texas Agent James O. 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
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 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 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
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
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
State 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
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, 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 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
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
State of Texas Agent Whitney Ross Bevil	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
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
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 (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
David R. Seyoc	Petrohawk 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, 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

112451
112452
114473 D
" " H
114473 D
114473 K
" " E
" " L
M
B
A
C
J
I

NA

-N
-F
-G

NA

NA

copy

expired

True & Correct Copy of a document on file at Reeves County Texas, Dianne O. Florez, County Clerk Page 19 of 38

MF

Exhibit A-1

Lease Name	Lessee	Lease Date	Recordation Date	Volume	Page	Entry	State	County	Expiration Date	Legal Description	Depth
Brenda Taylor	O'Brien Oil & Gas, Inc.	11/12/2014	12/11/2014	1129	0719	14-11602	Texas	Reeves	11/12/2017	(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 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
State of Texas Agent Allison Renee Parker	Legend Natural Gas IV, LP	9/1/2010	6/2/2011	882	615	3553	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 - 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. (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 - 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. (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/2 SE/4) of Section 47, Block 53, Public School Lands Survey, Abstract No. 3569, Reeves County, Texas. (Sec 34, Blk 53) 640.00 acres, more or less, being all of Section 34, 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.	All Depths
State of Texas - 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 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-E

112682-E

#2

True & Correct Copy of a document on file at Reeves County Texas, Dianne O. Florez, County Clerk
Page 20 of 32

MT

Exhibit A-1

Lease Name	Lessor	Lease Date	Recordation Date	Volume	Page	Entry	Lease State	County	Expiration Date	Legal Description	Depth
State of Texas Agent Donna Spivey, widow of Dustin Spivey	Petrohawk Properties, LP	2/9/2011	5/27/2011	880	593	3236	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 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
State of Texas Agent J. Loyd Parker, III	Legend Natural Gas IV, LP	9/1/2010	6/2/2011	882	605	3552	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 - 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; (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 - 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; (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/2 SE/4) of Section 47, Block 53, Public School Lands Survey, Abstract No. 3569, Reeves County, Texas; (Sec 34, Blk 53) 640.00 acres, more or less, being all of Section 34, 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.	All Depths
State of Texas Agent Janis Dee Bourland Helms	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) 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

Re/sed

112682-H

111869-B

112682-A

True & Correct Copy of a document on file at
Reeves County Texas,
Dianne O. Florez, County Clerk
Page 21 of 32

MF

Exhibit A-1

Lessee Name	Lessee	Lease Date	Recordation Date	Volume	Page	Entry	State	County	Expiration Date	Legal Description	Depth
State of Texas Agent Jeffery Allan Wilson	Petrohawk Properties, LP	2/9/2011	5/27/2011	880	607	3238	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 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
State of Texas Agent Lewis Keith Lynn	Petrohawk Properties, LP	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 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
State of Texas Agent James Beasley Young, III	Legend Natural Gas JV, 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 - 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 (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 - 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 (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/2 SE/4) of Section 47, Block 53, Public School Lands Survey, Abstract No. 3569, Reeves County, Texas (Sec 34, Blk. 53) 640.00 acres, more or less, being all of Section 34, 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	All Depths

MF

Exhibit A-1

Lease Name	Lessor	Lease Date	Recordation Date	Volume	Page	Entry	Leases State	County	Expiration Date	Legal Description	Depth
State of Texas Agent Mary Huebch	Petrohawk Properties, LP	2/9/2011	5/27/2011	880	551	3230	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 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
State of Texas Agent Michael Lynn Bourland	Petrohawk Properties, LP	2/9/2011	5/27/2011	880	565	3232	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 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
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, 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	Surface to 100' below the base of the Wolfcamp Formation

Revised - 112682-G

112682-B

#2 112682-E

True & Correct Copy of a
document on file at
Reeves County Texas,
Dianne O. Florez, County Clerk
Page 23 of 33

Exhibit A-1

Lessor Name	Lessor	Lease Date	Recordation Date	Volume	Page	Entry	Lease State	County	Expiration Date	Legal Description	Depth
Donna J. Spivey	Petrolhawk Properties, LP	8/12/2011	9/13/2011	899	82	6315	Texas	Reeves	8/12/2016	(Sec. 25, Blk. 53 - NE/4) 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 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 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 of the Northwest 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 (N/2 N/2 SW/4), and the 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 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. 94460, Abstract 2292, Public School Land Survey, Reeves County, Texas	All Depths
Jane Doe Bourland Helmsy	Petrolhawk Properties, LP	8/12/2011	9/13/2011	899	73	6312	Texas	Reeves	8/12/2016	(Sec. 25, Blk. 53 - NE/4) 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 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 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 of the Northwest 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 (N/2 N/2 SW/4), and the 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 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. 94460, Abstract 2292, Public School Land Survey, Reeves County, Texas	All Depths

True & Correct Copy of a
document on file at
Reeves County Texas,
Dianne O. Florez, County Clerk
Page 24 of 32

2014

MF

Exhibit A-1

Lessee Name	Lessee	Lease Date	Recordation Date	Volume	Page	Entry	State	County	Expiration Date	Legal Description	Depth
State of Texas Agent McCarney Farm & Ranch, L.P.	Legend Natural Gas IV, LP	9/1/2010	6/2/2011	882	595		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 - 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. (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 - 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. (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/2 SE/4) of Section 47, Block 53, Public School Lands Survey, Abstract No. 3569, Reeves County, Texas. (Sec 34, Blk 53) 640.00 acres, more or less, being all of Section 34, 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.	All Depths
Jeffery Allan Wilson	Petrohawk Properties, LP	8/12/2011	9/13/2011	899	85	6316	Texas	Reeves	8/12/2016	(Sec 25, Blk 53 - NE/4) 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 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 of the Northwest 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 (N/2 N/2 SW/4), and the 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 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.	All Depths

111869-G

True & Correct Copy of a
document on file at
Reeves County Texas,
Dianne O. Florez, County Clerk
Page 85 of 32

MF

Exhibit A-1

Lease Name	Lessor	Lease Date	Recordation Date	Volume	Page	Entry	Lease State	County	Expiration Date	Legal Description	Depth
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, 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 - 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 (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 - 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 (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/2 SE/4) of Section 47, Block 53, Public School Lands Survey, Abstract No. 3569, Reeves County, Texas (Sec 34, Blk. 53) 640.00 acres, more or less, being all of Section 34, 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	All Depths
State of Texas Agent Pamela Parker Clifton	Legend Natural Gas IV, LP	9/1/2010	6/2/2011	882	625	3554	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 - 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 (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 - 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 (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/2 SE/4) of Section 47, Block 53, Public School Lands Survey, Abstract No. 3569, Reeves County, Texas (Sec 34, Blk. 53) 640.00 acres, more or less, being all of Section 34, 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	All Depths

111869-F

111869-A

True & Correct Copy of a
document on file at
Reeves County Texas,
Dianne O. Flores, County Clerk
Page 26 of 32

MF

111869-D

Released

116869-D

Released

True & Correct Copy of a document on file at
Reeves County Texas,
Dianne O. Florez, County Clerk
Page 27 of 32

Exhibit A-1

Lessor Name	Lessee	Lease Date	Recreation Date	Volume	Page	Folio	County	Expiration Date	Legal Description	Details
State of Texas Agent Robbin Lee Young	Legend Natural Gas IV, LP	9/1/2010	6/2/2011	882	655	3557	Reeves	9/1/2015	(Sec 22, Bk. 53) 640.00 acres of land, more or less, being all of Section 22, Block 53, Public School Land Survey, Abstract No. 3570, Reeves County, Texas (Sec 27, Bk. 53 - N2 & SW/4) 480.00 acres of land, more or less, being the North Half (N2) and Southwest Quarter (SW/4) of Section 27, Block 53, Public School Land Survey, Abstract No. 3568, Reeves County, Texas (Sec 38, Bk. 53) 641.00 acres of land, more or less, being all of Section 38, Block 53, Public School Land Survey, Abstract No. 3581, Reeves County, Texas (Sec 41, Bk. 53 - E2 & SW/4) 480.00 acres of land, more or less, being the East Half of the Southeast Quarter (SE/4) of Section 41, Block 53, Public School Land Survey, Abstract No. 3565, Reeves County, Texas (Sec 47, Bk. 53 - N2 & SW/4 and W2 of SE/4) 561.00 acres of land, more or less, being the North Half (N2), the Southwest Quarter (SW/4), and the West Half of the Southeast Quarter (W2 SE/4) of Section 47, Block 53, Public School Land Survey, Abstract No. 3569, Reeves County, Texas (Sec 34, Bk. 53) 640.00 acres, more or less, being all of Section 34, Block 53, Public School Land, Reeves County, Texas (Sec 48, Bk. 53) 640.00 acres, more or less, being all of Section 48, Block 53, Public School Land, Reeves County, Texas (Sec 46, Bk. 53) 640.00 acres, more or less, being all of Section 46, Block 53, Public School Land, Reeves County, Texas	All Deplha
State of Texas - Julion Operations Ltd Agent	Silverback Exploration LLC	9/26/2014	1/16/2015	1138	402		Reeves	9/26/2017	East 100 acres of the SE/4 of Section 1, A-5442, Block 59, Public Land Survey, Reeves County, Texas	All Deplha
State of Texas - Laj Corporation Agent	Silverback Exploration LLC	8/22/2014	1/16/2015	1138	413		Reeves	8/22/2017	East 100 acres of the SE/4 of Section 1, A-5442, Block 59, Public Land Survey, Reeves County, Texas	All Deplha
State of Texas - Signal Inc Agent	Silverback Exploration LLC	9/22/2014	1/16/2015	1138	424		Reeves	9/22/2017	East 100 acres of the SE/4 of Section 1, A-5442, Block 59, Public Land Survey, Reeves County, Texas	All Deplha
State of Texas - Beverly Marshall Agent	The Bellomy Group LLC	12/16/2014	1/16/2015	1138	10		Reeves	12/16/2017	The SE/4 of Section 7, Block 59, Public School Land, Reeves County, Texas	All Deplha
State of Texas - Charlotte Welch Agent	The Bellomy Group LLC	12/16/2014	1/16/2015	1138	10		Reeves	12/16/2017	The SE/4 of Section 7, Block 59, Public School Land, Reeves County, Texas	All Deplha
State of Texas - Charles E George Agent	The Bellomy Group LLC	12/16/2014	1/16/2015	1137	760		Reeves	12/16/2017	The SE/4 of Section 7, Block 59, Public School Land, Reeves County, Texas	All Deplha
State of Texas - Clyde A George Agent	The Bellomy Group LLC	12/16/2014	1/16/2015	1137	751		Reeves	12/16/2017	The SE/4 of Section 7, Block 59, Public School Land, Reeves County, Texas	All Deplha
State of Texas - Cynthia Lynn Wilson Agent	The Bellomy Group LLC	12/16/2014	1/16/2015	1137	760		Reeves	12/16/2017	The SE/4 of Section 7, Block 59, Public School Land, Reeves County, Texas	All Deplha
State of Texas - James R George Jr Et Al Agent	The Bellomy Group LLC	12/16/2014	1/16/2015	1138	1		Reeves	12/16/2017	The SE/4 of Section 7, Block 59, Public School Land, Reeves County, Texas	All Deplha
State of Texas - Jere Leary Backley Agent	The Bellomy Group LLC	12/16/2014	1/16/2015	1137	774		Reeves	12/16/2017	The SE/4 of Section 7, Block 59, Public School Land, Reeves County, Texas	All Deplha
State of Texas - Rose Amburgie Fritz Agent	The Bellomy Group LLC	12/16/2014	1/16/2015	1137	745		Reeves	12/16/2017	The SE/4 of Section 7, Block 59, Public School Land, Reeves County, Texas	All Deplha
State of Texas - Robert J George Agent	The Bellomy Group LLC	12/16/2014	1/16/2015	1137	745		Reeves	12/16/2017	The SE/4 of Section 7, Block 59, Public School Land, Reeves County, Texas	All Deplha
State of Texas - Vivie Ann Dodd Agent	The Bellomy Group LLC	12/16/2014	1/16/2015	1137	733		Reeves	12/16/2017	The SE/4 of Section 7, Block 59, Public School Land, Reeves County, Texas	All Deplha
State of Texas - Conata Energy Interest Ltd Agent	The Bellomy Group LLC	9/16/2014	10/10/2014	1112	475	14-09537	Reeves	9/16/2017	All of Section 9, Block 59, PSL Survey, Reeves County, Texas	All Deplha
State of Texas - Conata Energy Trust Agent	The Bellomy Group LLC	9/16/2014	10/10/2014	1112	462	14-09556	Reeves	9/16/2017	All of Section 9, Block 59, PSL Survey, Reeves County, Texas	All Deplha
State of Texas - Mary Jane Megary A Firm Sole Agent	The Bellomy Group LLC	7/30/2014	8/29/2014	1098	737	14-07633	Reeves	7/30/2017	All of Section 9, Block 59, PSL Survey, Reeves County, Texas	All Deplha
State of Texas - Megary Family Trust Et Al Agent	The Bellomy Group LLC	7/30/2014	8/29/2014	1098	726	14-07632	Reeves	7/30/2017	All of Section 9, Block 59, PSL Survey, Reeves County, Texas	All Deplha
State of Texas - Megary Living Trust Et Al Agent	The Bellomy Group LLC	7/30/2014	8/29/2014	1098	715	14-07631	Reeves	7/30/2017	All of Section 9, Block 59, PSL Survey, Reeves County, Texas	All Deplha
State of Texas - Abigail Grilley Outierrez Agent	The Bellomy Group LLC	1/15/2015	1/28/2015	1141	220		Reeves	1/15/2018	The W2 SE/4 of Section 12, Block 59, PSL Survey, and the W2 of NW/4 of Section 13, PSL Survey, Reeves County, Texas	All Deplha
State of Texas - Elton Grilley Outen Agent	The Bellomy Group LLC	1/7/2015	1/28/2015	1141	211		Reeves	1/7/2018	The W2 SE/4 of Section 12, Block 59, PSL Survey, and the W2 of NW/4 of Section 13, PSL Survey, Reeves County, Texas	All Deplha
State of Texas - Glenn M Stevenson Et Al	The Bellomy Group LLC	12/1/2014	12/1/2014	1130	192		Reeves	12/1/2017	E2 of SE/4 & W2 of NW/4 of Section 12, Block 59, PSL Survey, Reeves County, Texas	All Deplha
State of Texas - Julion Operations Ltd Agent	Silverback Exploration LLC	9/26/2014	1/16/2015	1138	446		Reeves	9/26/2017	The E2 SE/4 of Section 12, Block 59, PSL Survey, Reeves County, Texas	All Deplha
State of Texas - Kenneth W Parker Agent	The Bellomy Group LLC	10/9/2014	10/15/2014	1114	304		Reeves	10/9/2017	The W2 NW/4 of Section 12, Block 59, PSL Survey, Reeves County, Texas	All Deplha
State of Texas - Laj Corporation Agent	The Bellomy Group LLC	8/22/2014	1/16/2015	1138	457		Reeves	8/22/2017	E2 NE/4 of Section 12, A-5942, Block 59, PSL Survey, Reeves County, Texas	All Deplha
State of Texas - Lauren Grilley Agent	The Bellomy Group LLC	1/15/2015	1/28/2015	1141	202		Reeves	1/15/2018	The W2 SE/4 of Section 12, Block 59, PSL Survey, and the W2 of NW/4 of Section 13, PSL Survey, Reeves County, Texas	All Deplha
State of Texas - Linda L Grilley Agent	The Bellomy Group LLC	11/26/2014	12/1/2014	1130	183		Reeves	11/26/2017	The W2 SE/4 of Section 12, Block 59, PSL Survey, Reeves County, Texas	All Deplha
State of Texas - Midland Ang Partners Ltd Agent	The Bellomy Group LLC	9/10/2014	10/15/2014	1114	286		Reeves	9/10/2017	The E2 SE/4 & W2 NE/4 of Section 12, Block 59, PSL Survey, and the E2 NW/4 of Section 13, Block 59, PSL Survey, Reeves County, Texas	All Deplha
State of Texas - Paul Harvey Odum Agent	The Bellomy Group LLC	8/6/2014	1/16/2015	1114	277		Reeves	8/6/2017	South 60 acres of E2 NW/4 and E2 SW/4 of Section 12, Block 59, PSL Survey, Reeves County, Texas	All Deplha
State of Texas - Signal Inc Agent	Silverback Exploration LLC	9/22/2014	1/16/2015	1114	468		Reeves	9/22/2017	The E2 SE/4 & W2 NE/4 of Section 12, Block 59, PSL Survey, Reeves County, Texas	All Deplha
State of Texas - Wade P Knehl Agent	The Bellomy Group LLC	9/10/2014	10/15/2014	1114	295		Reeves	9/10/2017	Block 59, PSL Survey, Reeves County, Texas	All Deplha
State of Texas - Wilking O Lp	The Bellomy Group LLC	8/6/2014	10/15/2014	1114	230		Reeves	8/6/2017	South 60 acres of E2 NW/4 and E2 SW/4 of Section 12, Block 59, PSL Survey, Reeves County, Texas	All Deplha

MF

117347.C

EXP. 117088-B

117347-D

11796-B

117087-B

117347-B

116960

Exhibit A-1

Lease Name	Lessee	Lease Date	Recordation Date	Volume	Page	Entry	Lease State	County	Expiration Date	Legal Description	Depth
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 - 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 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 - Lay 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
State Of Texas - Linda L Oniley 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, Reeves 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, Reeves County, Texas	All Depths
State Of Texas - Joanne Bailey Agent	The Bellomy Group LLC	7/29/2014	8/20/2014	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 Lands Survey, Reeves County, Texas	All Depths
Aubrey William Traylor	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 Goodram	The Bellomy 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	8/1/2014	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	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
Ellen C Tribell	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 Millwe 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 G Hackney	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	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 Survey, Reeves County, Texas	All Depths
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 Survey, Reeves County, Texas	All Depths
John Wesley Bookholtz 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	Reeves	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		Texas	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 Traylor 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 Traylor 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 - Cornelia 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 Rmchant 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 Fere 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 Ione 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

Revised 117020-A

117019-C

117020-B

117019-B

True & Correct Copy of a document on file at Reeves County Texas, Dianne O. Florez, County Clerk Page 28 of 32

MF

117019-A

117020-C

Relocated -> 117085-A

Pending -> 117082-A

117084

117345

116893

118391

118392

118393

Exhibit A-1

Lease Name	Lease	Lease Date	Recordation Date	Volume	Page	County	State	Lease	Expiration Date	Legal Description	Depth
State Of Texas - Lowry Lewis Agent	Silverback Exploration LLC	9/18/2014	10/10/2014	1112	497	Reeves	Texas	The N1/2 SW1/4 and SE1/4 SW1/4 of Section 15, Block 59, PSL Survey, Reeves County, Texas	9/18/2017		All Depths
State Of Texas - Mary Ann Kawaia Agent	The Bellomy Group LLC	12/15/2014	1/28/2015	1112	193	Reeves	Texas	The N1/2 SW1/4 and SE1/4 SW1/4 of Section 15, Block 59, PSL Survey, Reeves County, Texas	12/15/2017		All Depths
State Of Texas - The Bellomy Group LLC - Agent	Silverback Exploration LLC	10/22/2014	2/9/2015	1143	752	Reeves	Texas	The SE1/4 of Section 15, Block 59, PSL Survey, Reeves County, Texas	10/22/2017		All Depths
The Wolferton Trust	The Bellomy Group LLC	12/18/2014	1/28/2015	1141	174	Reeves	Texas	The South 137.1428 acres of the North Half of Section 14, Block 59, Public School Lands Survey, Reeves County, Texas	12/18/2017		All Depths
William Hugh Grant	The Bellomy Group LLC	7/10/2014	7/21/2014	1091	231	Reeves	Texas	The South 137.1428 acres of the North Half of Section 14, Block 59, Public School Lands Survey, Reeves County, Texas	7/10/2017		All Depths
William B Wolferton Jr	The Bellomy Group LLC	11/30/2014	12/11/2014	1130	215	Reeves	Texas	The South 137.1428 acres of the North Half of Section 14, Block 59, Public School Lands Survey, Reeves County, Texas	11/30/2017		All Depths
State Of Texas - Gloria Jean Swisher Agent	The Bellomy Group LLC	7/11/2014	10/10/2014	1112	515	Reeves	Texas	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 School Lands Survey, Reeves County, Texas	7/11/2017		All Depths
State Of Texas - M Brad Bennett Et Al Agent	The Bellomy Group LLC	9/19/2014	10/10/2014	1112	449	Reeves	Texas	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	9/19/2017		All Depths
State Of Texas - Marrow Harrison Interests Llc Agent	The Bellomy Group LLC	7/1/2014	10/10/2014	1112	506	Reeves	Texas	West 9/2 acres of the East 195 acres of the North Half of Section 29, Block 59, PSL Survey, Reeves County, Texas	7/1/2017		All Depths
Blake Oil And Gas Corporation		8/15/2014				Reeves	Texas	All of Section 31, Block 59, PSL Survey, Reeves County, Texas	8/15/2017		All Depths
Therese Edwards Nichols Exempt Trust		10/2/2014				Reeves	Texas	All of Section 31, Block 59, PSL Survey, Reeves County, Texas	10/2/2017		All Depths
State Of Texas - Blake Oil And Gas Corporation Agent	Silverback Exploration LLC	8/15/2014	1/16/2015	1138	380	Reeves	Texas	The NE1/4 NE1/4 Section 32, Block 59, PSL Survey, Reeves County, Texas	8/15/2017		All Depths
State Of Texas - Marrow Harrison Interests Llc Agent	The Bellomy Group LLC	7/8/2014	8/26/2014	1100	34	Reeves	Texas	The East Half of Section 37, Block 53, PSL Survey, Reeves County, Texas	7/8/2017		All Depths
State of Texas (GLO) ME-118391	Wise & Sunung, LLC	1/17/2017	3/8/2017	1383	771	Reeves	Texas	Southeast One-Quarter (SE1/4) of Section 27, Block 53, Public School Land Survey, Reeves County, Texas, containing approximately 160 acres, as shown on the Official Map of Reeves County, Texas now on file in the Texas General Land Office, Austin, Texas	1/17/2020		All Depths
State of Texas (GLO) ME-118392	Wise & Sunung, LLC	1/17/2017	3/8/2017	1383	760	Reeves	Texas	Northwest One-Quarter (NW1/4) of Section 35, Block 53, Public School Land Survey, Reeves County, Texas, containing approximately 160 acres, as shown on the Official Map of Reeves County, Texas, now on file in the Texas General Land Office, Austin, Texas	1/17/2020		All Depths
State of Texas (GLO) ME-118393	Wise & Sunung, LLC	1/17/2017	3/8/2017	1383	782	Reeves	Texas	East One-half of Southeast One-Quarter (E1/2 of SE1/4) Section 47, Block 53, Public School Land Survey, Reeves County, Texas, containing approximately 160 acres, as shown on the Official Map of Reeves County, Texas now on file in the Texas General Land Office, Austin, Texas	1/17/2020		All Depths
*Gross and Net Acres reflect Purchaser's Proportional 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 29 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

21416

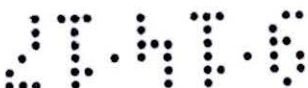
Exhibit A-2

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 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.

Schedule 2 to Assignment and Bill of Sale

Inst No. 17-13279
DIANNE O. FLOREZ
COUNTY CLERK
2017 Aug 08 at 12:10 PM
REEVES COUNTY, TEXAS
By: MS Abeladana DEPUTY

True & Correct Copy of a
document on file at
Reeves County Texas,
Dianne O. Florez, County Clerk
Page 32 of 32

20416

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
Assmt & Bill of Sale dated July 27, 2017,
filed for record in my office this 8th day of August at
12:10 P. M, under Clerk's File No. 17-13279, to be recorded in the
Official Public Records

Records of Reeves County, Texas.

TO CERTIFY WHICH, Witness my hand and official seal at Pecos, Texas
this 8th day of August, 20 17.

By M. Baldana, Deputy.

DIANNE O. FLOREZ, COUNTY CLERK
REEVES 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

BY [Signature] 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 31 and Page 478-510 ^{AR}
of the OPR

Records of Culberson County, Texas.



COUNTY AND DISTRICT
CLERK CULBERSON
COUNTY, TEXAS

2476

MF 111869

File No.

Alleg # 10471

Atlantic Co No Reever

Date Filed:

11-30-17

George P. Bush, Commissioner

By



0344



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,

A handwritten signature in blue ink that reads "Mary Quintana".

Mary Quintana
Sr. Lease/Division Order Analyst

(43)

File No. M- 111869

Ltr. From Atlantic County

Date Filed: 2/2/18

George P. Bush, Commissioner

By [Signature]

•••••
•••••
•
•••••

•
•••••



TEXAS GENERAL LAND OFFICE
GEORGE P. BUSH, COMMISSIONER

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

A handwritten signature in black ink, appearing to read "Thomas M. Ortiz". The signature is fluid and cursive, with the first name "Thomas" being the most prominent.

Thomas Manuel Ortiz, Ph.D., P.E.
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.

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

A handwritten signature in black ink that reads "Thomas M. Ortiz". The signature is written in a cursive style with a large initial 'T' and 'O'.

Thomas Manuel Ortiz, Ph.D., P.E.
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

CONFIDENTIALITY NOTICE: The information contained in this e-mail may be confidential and/or privileged. If you are not the intended recipient or an authorized representative of the intended recipient, you are hereby notified that any review, dissemination or copying of this e-mail and any attachments hereto, if any, or the information contained herein, is strictly prohibited. If you have received this e-mail in error, please immediately notify the sender by return e-mail and delete this e-mail and any attachments hereto, if any, from your system. Thank you in advance for your cooperation.

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

CONFIDENTIALITY NOTICE: The information contained in this e-mail may be confidential and/or privileged. If you are not the intended recipient or an authorized representative of the intended recipient, you are hereby notified that any review, dissemination or copying of this e-mail and any attachments hereto, if any, or the information contained herein, is strictly prohibited. If you have received this e-mail in error, please immediately notify the sender by return e-mail and delete this e-mail and any attachments hereto, if any, from your system. Thank you in advance for your cooperation.

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: Dale Sump
Cc: 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 ("*Atlantic*") 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 "*Endurance Properties*"). In addition, Atlantic has recently drilled five horizontal wells in Reeves County, Texas (the "*Atlantic Wells*"), 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

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.

Sincerely,

Atlantic Resources Company, LLC

By: 
Name: Douglas Prieto
Title: Vice President

**Consent granted as requested above as of the _____ day of _____, 2017,
but effective for all purposes as of January 1, 2017.**

General Land Office of the State of Texas

By: _____
Name: _____
Title: _____

Attachment

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
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 producing)

[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
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 wells and oil and gas leases:				
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 Gateway 37-48 #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 commingle production into a common 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

Reeves County

Commingle Denial

Date Filed: 2/6/2018

George P. Bush, Commissioner

By Thomas M. Ostry



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 carl.bonn@glo.texas.gov 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

007124

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

Check 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	

129

18705084





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:

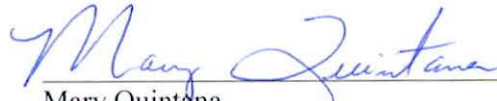
- 1). Assignment, Conveyance and Bill of Sale between Crown Oil Partners V, LP, as "Grantor" to Atlantic Resources II Interests LLC, as "Grantee" effective November 1, 2016, (the "Effective Date") recorded as Instrument No. 16-17146 of the Official Public Records of Reeves County, Texas, filed of record 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.

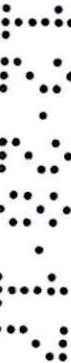
Sincerely,

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

ASSIGNMENT FEE: \$25 per State Lease (additional \$25 after 90 days)

INTEREST BEING CONVEYED: (mark one)

Working Interest:

Overriding Royalty Interest:

Other (explain):

Remarks:

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 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 Crown Oil Partners V, LP	Atlantic Resources II Interests LLC	10546 100%	100%	0
2. Crump Energy Partners III, LLC	Atlantic Resources II Interests LLC	10547 100%	100%	0
3. Nadel & Gussman Partners, LLC	Atlantic Resources II Interests LLC	10548 100%	100%	0
4.				

Attach additional pages as needed.

LEASES COVERED BY THIS TRANSFER:

State Lease #	COUNTY	BLOCK	SECTION	PART OF SECTION	DEPTH RESTRICTION
See Attached					
Exhibit "A"					

Mary Quintana
Preparer's Signature
Mary Quintana
Name (please print)

mquintana@all operating.com
E-Mail Address
432-683-3272
Telephone Number

Lease Analyst

Title

December 18, 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 II Interests LLC

Company Name

Mailing Address

P.O. Box 3759

Midland, Texas 79702

City/State/Zip

Crump
Reeves Co.

EXHIBIT A
LEASES

PROSPECT	LESSOR	LESSEE	LEASE & EFFECTIVE DATE	BOOK / PAGE / DOCUMENT	STATE / COUNTY	SECTION	BLOCK	ABSTRACT	SURVEY	LEGAL DESCRIPTION	DESCRIPTIVE DEPTH	GROSS ACRES	LEASE RECORD STATUS
Gateway 22	ALLISON RENEE PARKER - ST TX MF 111869E	LEGEND NATURAL GAS IV LP	Sep 01 2010	882-615	TX, Reeves	22	53	3570	PSL / HOPPER G	All	All depths	640.000	Active
Gateway 22	J LLOYD PARKER III - ST TX MF 111869B	LEGEND NATURAL GAS IV LP	Sep 01 2010	882-605	TX, Reeves	22	53	3570	PSL / HOPPER G	All	All depths	640.000	Active
Gateway 22	JAMES BEASLEY 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
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
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
Gateway 22	PAMELA PARKER CLIFTON - ST TX MF 111869A	LEGEND NATURAL GAS IV LP	Sep 01 2010	882-625	TX, Reeves	22	53	3570	PSL / HOPPER G	All	All depths	640.000	Active
Gateway 22	ROBBIN LEE YOUNG - ST TX MF 111869D	LEGEND NATURAL GAS IV LP	Sep 01 2010	882-655	TX, Reeves	22	53	3570	PSL / HOPPER G	All	All depths	640.000	Active
Johnny Cash 23	SANDRA KORNEGAY METCALF ET AL - ST TX MF 113684	PETROHAWK PROPERTIES LP	Aug 26 2011	907-203	TX, Reeves	23	53	4088	PSL	NW/4	All depths	160.250	Active
Johnny Cash 23	ANGELLE & DONOHUE OIL & GAS PROPERTIES ST TX M 112451	PETROHAWK PROPERTIES LP	Apr 05 2011	879-458	TX, Reeves	23	53	3972	PSL	S/2 & NE/4	All depths	480.750	Active
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
Allman 24	JANIS DEE BOURLAND HELMEY	PETROHAWK PROPERTIES LP	Aug 12 2011	899-73	TX, Reeves	24	53	2294	PSL	All	All depths	640.000	Active
Allman 24	JEFFERY ALLAN WILSON	PETROHAWK 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	Aug 12 2011	899-64	TX, Reeves	24	53	2294	PSL	All	All depths	640.000	Active
Allman 24	MARY HUEBSCH	PETROHAWK PROPERTIES LP	Aug 12 2011	899-76	TX, Reeves	24	53	2294	PSL	All	All depths	640.000	Active
Allman 24	MICHAEL LYNN BOURLAND	PETROHAWK PROPERTIES LP	Aug 12 2011	899-67	TX, Reeves	24	53	2294	PSL	All	All depths	640.000	Active
Allman 24	TIM WILSON	PETROHAWK PROPERTIES LP	Aug 12 2011	899-70	TX, Reeves	24	53	2294	PSL	All	All depths	640.000	Active
Allman 24	TOWANA SPIVEY	PETROHAWK PROPERTIES LP	Aug 12 2011	899-61	TX, Reeves	24	53	2294	PSL	All	All depths	640.000	Active
Allman 24	WEETONA STANLEY	PETROHAWK PROPERTIES LP	Aug 12 2011	899-79	TX, Reeves	24	53	2294	PSL	All	All depths	640.000	Active

True & Correct Copy of a
document on file at
Reeves County Texas,
Dianne O. Florez, County Clerk
Page 13 of 30

EXHIBIT A
LEASES

PROSPECT	LESSOR	LESSEE	LEASE & EFFECTIVE DATE	BOOK / PAGE / DOCUMENT	STATE / COUNTY	SECTION	BLOCK	ABSTRACT	SURVEY	LEGAL DESCRIPTION	DESCRIPTIVE DEPTH	GROSS ACRES	LEASE RECORD STATUS
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	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	187 acs - A 3973, 374 acs - A 4129, 80 acs - A 4182	PSL	All	All depths	641.000	Active
Gateway 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	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
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
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
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
Gateway 22	PAMELA PARKER CLIFTON - ST TX MF 111869A	LEGEND NATURAL GAS IV LP	Sep 01 2010	882-625	TX, Reeves	27	53	3568	PSL / HOPPER WM	N/2 & SW/4	All depths	480.700	Active
Gateway 22	ROBBIN LEE YOUNG - ST TX MF 111869D	LEGEND NATURAL GAS IV LP	Sep 01 2010	882-655	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	1197-427	TX, 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, Culberson & 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	Jan 05 2016	1260-0195	TX, Culberson & Reeves	33	53	2	PSL	All	All depths	641.000	Active
Gateway 34	ALLISON RENEE PARKER - ST TX MF 111869E	LEGEND NATURAL GAS IV LP	Sep 01 2010	882-615	TX, 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	Sep 01 2010	882-605	TX, Reeves	34	53	3567	PSL	All	All depths	641.000	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	641.000	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	Active
Gateway 34	MICHELLE E JORDAN - ST TX MF 111869F	LEGEND NATURAL GAS IV LP	Sep 01 2010	882-635	TX, Reeves	34	53	3567	PSL	All	All depths	641.000	Active

True & Correct Copy of a
document on file at
Reeves County Texas,
Dianne O. Florez, County Clerk
Page 17 of 30

EXHIBIT A
LEASES

PROSPECT	LESSOR	LESSEE	LEASE & EFFECTIVE DATE	BOOK / PAGE / DOCUMENT	STATE / COUNTY	SECTION	BLOCK	ABSTRACT	SURVEY	LEGAL DESCRIPTION	DESCRIPTIVE DEPTH	GROSS ACRES	LEASE RECORD STATUS
Gateway 34	PAMELA PARKER CLIFTON - ST TX MF 111869A	LEGEND NATURAL GAS IV LP	Sep 01 2010	882-625	TX, Reeves	34	53	3567	PSL	All	All depths	641.000	Active
Gateway 34	ROBBIN LEE 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 Blk 53 Sec 35	LOWE ROYALTY PARTNERS LP - ST TX MF 117612	ENDURANCE RESOURCES HOLDINGS II LLC	Jul 15 2015	1202-0403	TX, Reeves	35	53	3467	PS/L/L FORD	S/2 & NE/4	All depths	480.000	Active
Gateway fna Cottonwood	LOWE ROYALTY PARTNERS LP	ENDURANCE RESOURCES HOLDINGS II LLC	Jul 15 2015	1202-0403	TX, Reeves	36	53	2610	PSL	N/2	All depths	320.000	Active
Howlin Wolf Blk 53 Sec 37	LOWE ROYALTY PARTNERS LP - ST TX MF 117612	ENDURANCE RESOURCES HOLDINGS II LLC	Jul 15 2015	1202-0403	TX, Reeves	37	53	5968	PSL	W/2	All depths	320.000	Active
Gateway 38	ALLISON RENEE PARKER - ST TX MF 111869E	LEGEND NATURAL GAS IV LP	Sep 01 2010	882-615	TX, Reeves	38	53	2981	PSL	All	All depths	641.000	Active
Gateway 38	J LOYD PARKER III - ST TX MF 111869B	LEGEND NATURAL GAS IV LP	Sep 01 2010	882-605	TX, Reeves	38	53	2981	PSL	All	All depths	641.000	Active
Gateway 38	JAMES BEASLEY YOUNG III - ST TX MF 111869C	LEGEND NATURAL GAS IV LP	Sep 01 2010	882-645	TX, Reeves	38	53	2981	PSL	All	All depths	641.000	Active
Gateway 38	MCCAMEY FARM AND RANCH LP - ST TX MF 111869G	LEGEND NATURAL GAS IV LP	Sep 01 2010	882-595	TX, Reeves	38	53	2981	PSL	All	All depths	641.000	Active
Gateway 38	MICHELLE E JORDAN - ST TX MF 111869F	LEGEND NATURAL GAS IV LP	Sep 01 2010	882-635	TX, Reeves	38	53	2981	PSL	All	All depths	641.000	Active
Gateway 38	PAMELA PARKER CLIFTON - ST TX MF 111869A	LEGEND NATURAL GAS IV LP	Sep 01 2010	882-625	TX, Reeves	38	53	2981	PSL	All	All depths	641.000	Active
Gateway 38	ROBBIN LEE YOUNG - ST TX MF 111869D	LEGEND NATURAL GAS IV LP	Sep 01 2010	882-655	TX, Reeves	38	53	2981	PSL	All	All depths	641.000	Active
GLO 53 Sec 39-46	ST TX MF 117884	ENDURANCE RESOURCES HOLDINGS II LLC	Jan 05 2016	1260-0184	TX, Reeves	39	53		PSI	All	All depths	641.000	Active
GLO Sect 40	ST TX MF 118107	ENDURANCE RESOURCES HOLDINGS II LLC	Jul 19 2016		TX, Culberson & Reeves	40	53	2654	PSL	All	All depths	641.000	Active
GLO 53 Sec 39-46	ALLISON RENEE PARKER - ST TX MF 111869E	LEGEND NATURAL GAS IV LP	Sep 01 2010	882-615	TX, Reeves	46	53	2657	PSL	All	All depths	641.000	Active
GLO 53 Sec 39-46	J LOYD PARKER III - ST TX MF 111869B	LEGEND NATURAL GAS IV LP	Sep 01 2010	882-605	TX, Reeves	46	53	2657	PSL	All	All depths	641.000	Active
GLO 53 Sec 39-46	JAMES BEASLEY YOUNG III - ST TX MF 111869C	LEGEND NATURAL GAS IV LP	Sep 01 2010	882-645	TX, Reeves	46	53	2657	PSL	All	All depths	641.000	Active
GLO 53 Sec 39-46	MCCAMEY FARM AND RANCH LP - ST TX MF 111869G	LEGEND NATURAL GAS IV LP	Sep 01 2010	882-595	TX, Reeves	46	53	2657	PSL	All	All depths	641.000	Active
GLO 53 Sec 39-46	MICHELLE E JORDAN - ST TX MF 111869F	LEGEND NATURAL GAS IV LP	Sep 01 2010	882-635	TX, Reeves	46	53	2657	PSL	All	All depths	641.000	Active

True & Correct Copy of a
document on file at
Reeves County Texas,
Dianne Q. Florez, County Clerk
Page 18 of 30

EXHIBIT A
LEASES

PROSPECT	LESSOR	LESSEE	LEASE & EFFECTIVE DATE	BOOK / PAGE / DOCUMENT	STATE / COUNTY	SECTION	BLOCK	ABSTRACT	SURVEY	LEGAL DESCRIPTION	DESCRIPTIVE DEPTH	GROSS ACRES	LEASE RECORD 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	Sep 01 2010	882-655	TX, Reeves	46	53	2657	PSL	All	All depths	641.000	Active
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
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
Gateway 38	JAMES BEASLEY YOUNG III - ST TX 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
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
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	Active
Gateway 48	ALAN R ZEMAN - ST TX MF 114473D	PETROHAWK PROPERTIES LP	May 24 2012	951-763	TX, Reeves	48	53	3628	PSL	W/2 SW/4	All depths	80.000	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 MF 114473K	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 MF 114473E	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 MF 114473C	PETROHAWK PROPERTIES LP	May 24 2012	951-746	TX, Reeves	48	53	3628	PSL	W/2 SW/4	All depths	80.000	Active
Gateway 48	GEORGE M CROSS - ST TX MF 114473L	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	LEGEND NATURAL 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	JAMES BEASLEY YOUNG III - ST TX MF 111869C	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	JAMES G CRAWFORD - ST TX MF 114473M	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 MF 114473B	PETROHAWK PROPERTIES LP	May 24 2012	951-736	TX, Reeves	48	53	3628	PSL	W/2 SW/4	All depths	80.000	Active

True & Correct Copy of a
document on file at
Reeves County Texas,
Dianne O. Florez, County Clerk
Page 19 of 30

EXHIBIT A
LEASES

PROSPECT	LESSOR	LESSEE	LEASE & EFFECTIVE DATE	BOOK & PAGE / EQUIMENT	STATE / COUNTY	SECTION	BLOCK	ABSTRACT	SURVEY	LEGAL DESCRIPTION	DESCRIPTIVE DEPTH	GROSS ACRES	LEASE RECORD STATUS
Gateway 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
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	561.000	Active
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
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
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
Gateway 48	RONALD DAVID 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	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
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
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
Orblison 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
Orblison 28	CARTER JONATHAN 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
Orblison 28	CARTER JONATHAN 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
Orblison 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
Orblison 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

True & Correct Copy of a
document on file at
Reeves County Texas,
Dianne O. Florez, County Clerk
Page 20 of 30

EXHIBIT A
LEASES

PROSPECT	LESSOR	LESSEE	LEASE EFFECTIVE DATE	BOOK / PAGE / DOCUMENT	STATE / COUNTY	SECTION	BLOCK	ABSTRACT	SURVEY	LEGAL DESCRIPTION	DESCRIPTIVE DEPTH	GROSS ACRES	LEASE RECORD STATUS
Orbison 28	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
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	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	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	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
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	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	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
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	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 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

True & Correct Copy of a
document on file at
Reeves County Texas,
Dianne O. Florez, County Clerk
Page 21 of 30

EXHIBIT A
LEASES

PROSPECT	LESSOR	LESSEE	LEASE & EFFECTIVE DATE	BOOK / PAGE / DOCUMENT	STATE / COUNTY	SECTION	BLOCK	ABSTRACT	SURVEY	LEGAL DESCRIPTION	DESCRIPTIVE DEPTH	GROSS ACRES	LEASE RECORD STATUS
Orblson 28	WILLIAM PERRY COLEMAN - ST TX MF 117757	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
Orblson 28	WILLIAM PERRY COLEMAN - ST TX MF 117757	PETROHAWK PROPERTIES LP	Aug 30 2011	907-214	TX, Reeves	28	56	5704	PSL	W/2	All depths	319.140	Active
Orblson 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
Santana 29	DONNA J SPIVEY	PETROHAWK PROPERTIES LP	Aug 12 2011	899-82	TX, Reeves	29	56	2292	PSL	All	All depths	640.000	Active
Santana 29	JANIS DEE BOURLAND HELMEY	PETROHAWK PROPERTIES LP	Aug 12 2011	899-73	TX, Reeves	29	56	2292	PSL	All	All depths	640.000	Active
Santana 29	JEFFERY ALLAN WILSON	PETROHAWK PROPERTIES LP	Aug 12 2011	899-85	TX, Reeves	29	56	2292	PSL	All	All depths	640.000	Active
Santana 29	LEWIS KEITH LYNN	PETROHAWK PROPERTIES LP	Aug 12 2011	899-64	TX, Reeves	29	56	2292	PSL	All	All depths	640.000	Active
Santana 29	MARY HUEBSCH	PETROHAWK PROPERTIES LP	Aug 12 2011	899-76	TX, Reeves	29	56	2292	PSL	All	All depths	640.000	Active
Santana 29	MICHAEL LYNN BOURLAND	PETROHAWK PROPERTIES LP	Aug 12 2011	899-67	TX, Reeves	29	56	2292	PSL	All	All depths	640.000	Active
Santana 29	TIM WILSON	PETROHAWK PROPERTIES LP	Aug 12 2011	899-70	TX, Reeves	29	56	2292	PSL	All	All depths	640.000	Active
Santana 29	TOWANA SPIVEY	PETROHAWK PROPERTIES LP	Aug 12 2011	899-61	TX, 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	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
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
Muddy Water 30	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	Active
Muddy Water 30	JANIS DEE BOURLAND HELMEY - ST TX MF 112682A	PETROHAWK PROPERTIES LP	Feb 09 2011	880-579	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	JANIS DEE BOURLAND HELMEY - ST TX MF 112682A	PETROHAWK PROPERTIES LP	Feb 09 2011	880-579	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	JEFFERY ALLAN WILSON - ST TX MF 112682D	PETROHAWK PROPERTIES LP	Feb 09 2011	880-607	TX, Reeves	30	56	2291	PSL	NE/4	Surface to 100' below the base of the Wolfcamp 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
LEASES

PROSPECT	LESSOR	LESSEE	LEASE & EFFECTIVE DATE	BOOK / PAGE / DOCUMENT	STATE / COUNTY	SECTION	BLOCK	ABSTRACT	SURVEY	LEGAL DESCRIPTION	DESCRIPTIVE DEPTH	ACRES	LEASE RECORD 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	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	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 & 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 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
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
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 30	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 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	Active

True & Correct Copy of a
document on file at
Reeves County Texas,
Dianne O. Florez, County Clerk
Page 23 of 30

EXHIBIT A
LEASES

PROSPECT	LESSOR	LESSEE	LEASE & EFFECTIVE DATE	BOOK / PAGE / DOCUMENT	STATE / COUNTY	SECTION	BLOCK	ABSTRACT	SURVEY	LEGAL DESCRIPTION	DESCRIPTIVE DEPTH	GROSS ACRES	LEASE RECORD STATUS
Muddy Water 30	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 30	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
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	Active
TOTAL												13,045.152	

True & Correct Copy of a
document on file at
Reeves County Texas,
Dianne O. Florez, County Clerk
Page 24 of 30

Crump
Culberson Co.

EXHIBIT A
LEASES

PROSPECT	LESSOR	LESSEE	LEASE & EFFECTIVE DATE	BOOK / PAGE / DOCUMENT	STATE / COUNTY	SECTION	BLOCK	ABSTRACT	SURVEY	LEGAL DESCRIPTION	DESCRIPTIVE DEPTH	GROSS ACRES	LEASE RECORD STATUS
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	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	187 acs - A 3973, 374 acs - A 4129 80 acs - A 4182	PSL	All	All depths	641.000	Active
Gateway 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	All depths	480.700	Active
Gateway 22	J LLOYD 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
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
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
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
Gateway 22	PAMELA PARKER CLIFTON - ST TX MF 111869A	LEGEND NATURAL GAS IV LP	Sep 01 2010	882-625	TX, Reeves	27	53	3568	PSL / HOPPER WM	N/2 & SW/4	All depths	480.700	Active
Gateway 22	ROBBIN LEE YOUNG - ST TX MF 111869D	LEGEND NATURAL GAS IV LP	Sep 01 2010	882-655	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	1197-427	TX, 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 & 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	Jan 05 2016	1260-0195	TX, Culberson & Reeves	33	53	2	PSL	All	All depths	641.000	Active
Gateway 34	ALLISON RENEE PARKER - ST TX MF 111869E	LEGEND NATURAL GAS IV LP	Sep 01 2010	882-615	TX, Reeves	34	53	3567	PSL	All	All depths	641.000	Active
Gateway 34	J LLOYD 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
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	641.000	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	Active
Gateway 34	MICHELLE E JORDAN - ST TX MF 111869F	LEGEND NATURAL GAS IV LP	Sep 01 2010	882-635	TX, Reeves	34	53	3567	PSL	All	All depths	641.000	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	LEASE RECORD STATUS
Gateway 34	PAMELA PARKER CLIFTON - ST TX MF 111869A	LEGEND NATURAL GAS IV LP	Sep 01 2010	882-625	TX Reeves	34	53	3567	PSL	All	All depths	641.000	Active
Gateway 34	ROBBIN LEE 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 Blk 53 Sec 35	LOWE ROYALTY PARTNERS LP - ST TX MF 117612	ENDURANCE RESOURCES HOLDINGS II LLC	Jul 15 2015	1202-0403	TX Reeves	35	53	3457	PSL/LL FORD	S/2 & NE/4	All depths	480.000	Active
Gateway fna Cottonwood	LOWE ROYALTY PARTNERS LP	ENDURANCE RESOURCES HOLDINGS II LLC	Jul 15 2015	1202-0403	TX Reeves	36	53	2610	PSL	N/2	All depths	320.000	Active
Howlin Wolf Blk 53 Sec 37	LOWE ROYALTY PARTNERS LP - ST TX MF 117612	ENDURANCE RESOURCES HOLDINGS II LLC	Jul 15 2015	1202-0403	TX Reeves	37	53	5998	PSL	W/2	All depths	320.000	Active
Gateway 38	ALLISON RENEE PARKER - ST TX MF 111869E	LEGEND NATURAL GAS IV LP	Sep 01 2010	882-615	TX Reeves	38	53	2981	PSL	All	All depths	641.000	Active
Gateway 38	JLOYD PARKER III - ST TX MF 111869B	LEGEND NATURAL GAS IV LP	Sep 01 2010	882-605	TX Reeves	38	53	2981	PSL	All	All depths	641.000	Active
Gateway 38	JAMES BEASLEY YOUNG III - ST TX MF 111869C	LEGEND NATURAL GAS IV LP	Sep 01 2010	882-645	TX Reeves	38	53	2981	PSL	All	All depths	641.000	Active
Gateway 38	MCCAMEY FARM AND RANCH LP - ST TX MF 111869G	LEGEND NATURAL GAS IV LP	Sep 01 2010	882-595	TX Reeves	38	53	2981	PSL	All	All depths	641.000	Active
Gateway 38	MICHELLE E JORDAN - ST TX MF 111869F	LEGEND NATURAL GAS IV LP	Sep 01 2010	882-635	TX Reeves	38	53	2981	PSL	All	All depths	641.000	Active
Gateway 38	PAMELA PARKER CLIFTON - ST TX MF 111869A	LEGEND NATURAL GAS IV LP	Sep 01 2010	882-625	TX Reeves	38	53	2981	PSL	All	All depths	641.000	Active
Gateway 38	ROBBIN LEE YOUNG - ST TX MF 111869D	LEGEND NATURAL GAS IV LP	Sep 01 2010	882-655	TX Reeves	38	53	2981	PSL	All	All depths	641.000	Active
GLO 53 Sec 39-46	ST TX MF 117884	ENDURANCE RESOURCES HOLDINGS II LLC	Jan 05 2016	1260-0184	TX Reeves	39	53		PSI	All	All depths	641.000	Active
GLO Sect 40	ST TX MF 118107	ENDURANCE RESOURCES HOLDINGS II LLC	Jul 19 2016		TX Cuberson & Reeves	40	53	2654	PSL	All	All depths	641.000	Active
GLO 53 Sec 39-46	ALLISON RENEE PARKER - ST TX MF 111869E	LEGEND NATURAL GAS IV LP	Sep 01 2010	882-615	TX Reeves	45	53	2657	PSL	All	All depths	641.000	Active
GLO 53 Sec 39-46	JLOYD PARKER III - ST TX MF 111869B	LEGEND NATURAL GAS IV LP	Sep 01 2010	882-605	TX Reeves	45	53	2657	PSL	All	All depths	641.000	Active
GLO 53 Sec 39-46	JAMES BEASLEY YOUNG III - ST TX MF 111869C	LEGEND NATURAL GAS IV LP	Sep 01 2010	882-645	TX Reeves	45	53	2657	PSL	All	All depths	641.000	Active
GLO 53 Sec 39-46	MCCAMEY FARM AND RANCH LP - ST TX MF 111869G	LEGEND NATURAL GAS IV LP	Sep 01 2010	882-595	TX Reeves	45	53	2657	PSL	All	All depths	641.000	Active
GLO 53 Sec 39-46	MICHELLE E JORDAN - ST TX MF 111869F	LEGEND NATURAL GAS IV LP	Sep 01 2010	882-635	TX Reeves	45	53	2657	PSL	All	All depths	641.000	Active

TD 10546

MF 111869 et al

all

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.

off 11-1-16

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 and Correct
copy of
Original filed in
Culberson County
Clerks Office

16

110321

(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



True and Correct
copy of
Original filed in
Culberson County
Clerk's Office
12/21/16



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)



True and Correct
copy
Original filed in
Culberson County, Texas
Clerk's Office
12-21-16

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;



True and Correct
copy of
Original filed in
Culberson County
Clerk's Office
12/21/16



(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.



True and Correct
copy of
Original filed in
Culberson County
Clerks Office
12.21.16

11.02.17

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 HEREFTER 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. 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



True and Correct
copy of
Original filed in
Culberson County
Clerk's Office
12-21-16

11.03.11

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 OR 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.



True and Correct
copy of
Original filed in
Culberson County
Clerks Office
12-21-16

11.03.11

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.

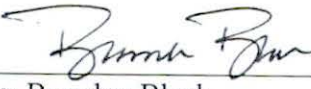
[Remainder of page intentionally left blank; signature page follows.]



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

By: 
Name: Brandon Black
Title: Vice President

GRANTEE:

Atlantic Resources II Interests LLC

By: _____
Name: R.A. Jennings
Title: Chief Executive Officer

21.03.21



True and Correct
Original filed in
Culberson County
12.21.16

STATE OF TEXAS

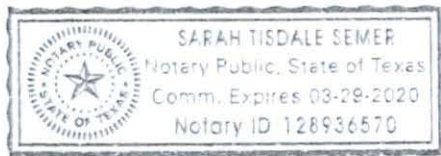
§

COUNTY OF MOLAND

§

§

The foregoing instrument was acknowledged before me this 15TH day of December, 2016, by Brandon Black, as Vice President of Crown Oil Partners V, LP, a Texas limited partnership, on behalf of the limited partnership.



Sarah Tisdale Semer

Notary Public

My Commission Expires: March 29, 2020

(Notary Seal)

STATE OF _____

§

§

COUNTY 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)

Acknowledgement Page to Assignment, Bill of Sale and Conveyance



True and Correct
copy of
Original filed in
Stinson County
Clerk's Office
12-21-16

210707

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

By:  _____
Name: R.A. Jennings
Title: Chief Executive Officer

11.03.11



True and correct
Original filed in
Culberson County
Clerks Office
12.21.16

STATE OF _____

§

§

COUNTY OF _____

§

The foregoing instrument was acknowledged before me this _____ day of _____, 2016, by Brandon Black, as Vice President of Crown Oil Partners V, LP, a Texas limited partnership, on behalf of the limited partnership.

Notary Public

My Commission Expires: _____

(Notary Seal)

STATE OF Texas

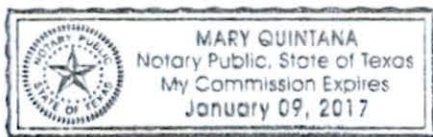
§

§

COUNTY OF Midland

§

The foregoing instrument was acknowledged before me this 16th 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.



Mary Quintana

Notary Public

My Commission Expires: 01-09-17

(Notary Seal)

Acknowledgement Page to Assignment, Bill of Sale and Conveyance

11.03.17



True and Correct
copy of
Original filed in
County of
State of Texas
12.21.16

EXHIBIT A
LEASES

PROSPECT	LESSOR	LESSEE	LEASE & EFFECTIVE DATE	BOOK / PAGE / DOCUMENT	STATE / COUNTY	SECTION	BLOCK	ABSTRACT	SURVEY	LEGAL DESCRIPTION	DESCRIPTIVE DEPTH	GROSS ACRES	LEASE RECORD STATUS
Gateway 22	ALLISON RENEE PARKER - ST TX MF 111869E	LEGEND NATURAL GAS IV LP	Sep 01 2010	882-615	TX Reeves	22	53	3570	PSL / HOPPER G	All	All depths	640 000	Active
Gateway 22	J LOYD PARKER III - ST TX MF 111869B	LEGEND NATURAL GAS IV LP	Sep 01 2010	882-605	TX Reeves	22	53	3570	PSL / HOPPER G	All	All depths	640 000	Active
Gateway 22	JAMES BEASLEY 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
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
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
Gateway 22	PAMELA PARKER CLIFTON - ST TX MF 111869A	LEGEND NATURAL GAS IV LP	Sep 01 2010	882-625	TX Reeves	22	53	3570	PSL / HOPPER G	All	All depths	640 000	Active
Gateway 22	ROBBIN LEE YOUNG - ST TX MF 111869D	LEGEND NATURAL GAS IV LP	Sep 01 2010	882-655	TX Reeves	22	53	3570	PSL / HOPPER G	All	All depths	640 000	Active
Johnny Cash 23	SANDRA 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
Johnny Cash 23	ST TX M 112451	ANGELLE & DONOHUE OIL & GAS PROPERTIES	Apr 05 2011	879-458	TX Reeves	23	53	3972	PSL	S/2 & NE/4	All depths	480 750	Active
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
Allman 24	JANIS DEE BOURLAND HELMEY	PETROHAWK PROPERTIES LP	Aug 12 2011	899-73	TX Reeves	24	53	2294	PSL	All	All depths	640 000	Active
Allman 24	JEFFERY ALLAN WILSON	PETROHAWK 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	Aug 12 2011	899-64	TX Reeves	24	53	2294	PSL	All	All depths	640 000	Active
Allman 24	MARY HUEBSCH	PETROHAWK PROPERTIES LP	Aug 12 2011	899-76	TX Reeves	24	53	2294	PSL	All	All depths	640 000	Active
Allman 24	MICHAEL LYNN BOURLAND	PETROHAWK PROPERTIES LP	Aug 12 2011	899-67	TX Reeves	24	53	2294	PSL	All	All depths	640 000	Active
Allman 24	TIM WILSON	PETROHAWK PROPERTIES LP	Aug 12 2011	899-70	TX Reeves	24	53	2294	PSL	All	All depths	640 000	Active
Allman 24	TOWANA SPIVEY	PETROHAWK PROPERTIES LP	Aug 12 2011	899-61	TX Reeves	24	53	2294	PSL	All	All depths	640 000	Active
Allman 24	WEETONA STANLEY	PETROHAWK PROPERTIES LP	Aug 12 2011	899-79	TX Reeves	24	53	2294	PSL	All	All depths	640 000	Active

210031



True and Correct
Copy
Original Filed in
Sulphur County
12.21.16

EXHIBIT A
LEASES

PROSPECT	LESSOR	LESSEE	LEASE & EFFECTIVE DATE	BOOK / PAGE / DOCUMENT	STATE / COUNTY	SECTION	BLOCK	ABSTRACT	SURVEY	LEGAL DESCRIPTION	DESCRIPTIVE DEPTH	GROSS ACRES	LEASE RECORD 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, 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	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

11.02.21



True and Correct

12.21.16

EXHIBIT A
LEASES

PROSPECT	LESSOR	LESSEE	LEASE & EFFECTIVE DATE	BOOK / PAGE / DOCUMENT	STATE / COUNTY	SECTION	BLOCK	ABSTRACT	SURVEY	LEGAL DESCRIPTION	DESCRIPTIVE DEPTH	GROSS ACRES	LEASE RECORD 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	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	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 N/2 SW/4	All depths	300.000	Active
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	Active

11.02.21



True and Correct
Original Filed in
Caddo Parish, Louisiana
County Clerk's Office
12.21.16

EXHIBIT A
LEASES

PROSPECT	LESSOR	LESSEE	LEASE & EFFECTIVE DATE	BOOK / PAGE / DOCUMENT	STATE / COUNTY	SECTION	BLOCK	ABSTRACT	SURVEY	LEGAL DESCRIPTION	DESCRIPTIVE DEPTH	GROSS ACRES	LEASE RECORD STATUS
Allman 24	CHARLES LAWHON, JANET LAWHON, JOHN LAWHON, TRACEY SCHEIDLER	Endurance Resources Holdings II, LLC	Sep 30 2016	1330-061	TX, Reeves	25	53	3476	PSL	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/4 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 5/9 feet of lot 99 all in Block 1 of the Southwestern Development Company of Toyah, Texas Subdivision of the SE/4 of Section 25	All depths	155.032	Active
Allman 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	All depths	180.000	Active
Allman 24	TIM WILSON	PETROHAWK PROPERTIES LP	Aug 12 2011	899-70	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	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
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

11.03.21



True and Correct
copy of
Original filed in
Culberson County
Clerks Office
9/21/16

EXHIBIT A
LEASES

PROSPECT	LESSOR	LESSEE	LEASE & EFFECTIVE DATE	BOOK / PAGE / DOCUMENT	STATE / COUNTY	SECTION	BLOCK	ABSTRACT	SURVEY	LEGAL DESCRIPTION	DESCRIPTIVE DEPTH	GROSS ACRES	LEASE RECORD STATUS
Allman 24	WEETONA STANLEY	PETROHAWK PROPERTIES LP	Aug 12 2011	899-79	TX, Reeves	25	53	2293	PSL	NE 1/4 & NE 1/4 NW 1/4, S/2 SW 1/4 & S/2 S/2 N/2 SW 1/4	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	187 acs - A 3973, 374 acs - A 4126, 80 acs - A 4182	PSL	All	All depths	641.000	Active
Gateway 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 1/4	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 1/4	All depths	480.700	Active
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 1/4	All depths	480.700	Active
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 1/4	All depths	480.700	Active
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 1/4	All depths	480.700	Active
Gateway 22	PAMELA PARKER CLIFTON - ST TX MF 111869A	LEGEND NATURAL GAS IV LP	Sep 01 2010	882-625	TX, Reeves	27	53	3568	PSL / HOPPER WM	N/2 & SW 1/4	All depths	480.700	Active
Gateway 22	ROBBIN LEE YOUNG - ST TX MF 111869D	LEGEND NATURAL GAS IV LP	Sep 01 2010	882-655	TX, Reeves	27	53	3568	PSL / HOPPER WM	N/2 & SW 1/4	All depths	480.700	Active
GLO 53 Sec 28-33	LOWE ROYALTY PARTNERS LP	ENDURANCE 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 28-33	ST TX MF 117877	ENDURANCE RESOURCES HOLDINGS II LLC	Jan 05 2016	1260-0206	TX, Culberson & 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	Jan 05 2016	1260-0195	TX, Culberson & Reeves	33	53	2	PSL	All	All depths	641.000	Active
Gateway 34	ALLISON RENEE PARKER - ST TX MF 111869E	LEGEND NATURAL GAS IV LP	Sep 01 2010	882-615	TX, 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	Sep 01 2010	882-605	TX, Reeves	34	53	3567	PSL	All	All depths	641.000	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	641.000	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	Active
Gateway 34	MICHELLE E JORDAN - ST TX MF 111869F	LEGEND NATURAL GAS IV LP	Sep 01 2010	882-635	TX, Reeves	34	53	3567	PSL	All	All depths	641.000	Active

110321



True and Correct
copy of
Original filed in
Culberson County
Clerks Office
12.21.16

EXHIBIT A
LEASES

PROSPECT	LESSOR	LESSEE	LEASE & EFFECTIVE DATE	BOOK / PAGE / DOCUMENT	STATE / COUNTY	SECTION	BLOCK	ABSTRACT	SURVEY	LEGAL DESCRIPTION	DESCRIPTIVE DEPTH	GROSS ACRES	LEASE RECORD STATUS
Gateway 34	PAMELA PARKER CLIFTON - ST TX MF 111869A	LEGEND NATURAL GAS IV LP	Sep 01 2010	882-625	TX Reeves	34	53	3567	PSL	All	All depths	641.000	Active
Gateway 34	ROBBIN LEE 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 Blk 53 Sec 35	LOWE ROYALTY PARTNERS LP - ST TX MF 117612	ENDURANCE RESOURCES HOLDINGS II LLC	Jul 15 2015	1202-0403	TX Reeves	35	53	3467	PSL/LL FORD	S/2 & NE/4	All depths	480.000	Active
Gateway fna Cottonwood	LOWE ROYALTY PARTNERS LP	ENDURANCE RESOURCES HOLDINGS II LLC	Jul 15 2015	1202-0403	TX Reeves	36	53	2610	PSL	N/2	All depths	320.000	Active
Howlin Wolf Blk 53 Sec 37	LOWE ROYALTY PARTNERS LP - ST TX MF 117612	ENDURANCE RESOURCES HOLDINGS II LLC	Jul 15 2015	1202-0403	TX Reeves	37	53	5968	PSL	W/2	All depths	320.000	Active
Gateway 38	ALLISON RENEE PARKER - ST TX MF 111869E	LEGEND NATURAL GAS IV LP	Sep 01 2010	882-615	TX Reeves	38	53	2981	PSL	All	All depths	641.000	Active
Gateway 38	J LOYD PARKER III - ST TX MF 111869B	LEGEND NATURAL GAS IV LP	Sep 01 2010	882-605	TX Reeves	38	53	2981	PSL	All	All depths	641.000	Active
Gateway 38	JAMES BEASLEY YOUNG III - ST TX MF 111869C	LEGEND NATURAL GAS IV LP	Sep 01 2010	882-645	TX Reeves	38	53	2981	PSL	All	All depths	641.000	Active
Gateway 38	MCCAMEY FARM AND RANCH LP - ST TX MF 111869G	LEGEND NATURAL GAS IV LP	Sep 01 2010	882-595	TX Reeves	38	53	2981	PSL	All	All depths	641.000	Active
Gateway 38	MICHELLE E JORDAN - ST TX MF 111869F	LEGEND NATURAL GAS IV LP	Sep 01 2010	882-635	TX Reeves	38	53	2981	PSL	All	All depths	641.000	Active
Gateway 38	PAMELA PARKER CLIFTON - ST TX MF 111869A	LEGEND NATURAL GAS IV LP	Sep 01 2010	882-625	TX Reeves	38	53	2981	PSL	All	All depths	641.000	Active
Gateway 38	ROBBIN LEE YOUNG - ST TX MF 111869D	LEGEND NATURAL GAS IV LP	Sep 01 2010	882-655	TX Reeves	38	53	2981	PSL	All	All depths	641.000	Active
GLO 53 Sec 39-46	ST TX MF 117884	ENDURANCE RESOURCES HOLDINGS II LLC	Jan 05 2016	1260-0184	TX Reeves	39	53		PSL	All	All depths	641.000	Active
GLO Sect 40	ST TX MF 118107	ENDURANCE RESOURCES HOLDINGS II LLC	Jul 19 2016		TX Culberson & Reeves	40	53	2654	PSL	All	All depths	641.000	Active
GLO 53 Sec 39-46	ALLISON RENEE PARKER - ST TX MF 111869E	LEGEND NATURAL GAS IV LP	Sep 01 2010	882-615	TX Reeves	46	53	2657	PSL	All	All depths	641.000	Active
GLO 53 Sec 39-46	J LOYD PARKER III - ST TX MF 111869B	LEGEND NATURAL GAS IV LP	Sep 01 2010	882-605	TX Reeves	46	53	2657	PSL	All	All depths	641.000	Active
GLO 53 Sec 39-46	JAMES BEASLEY YOUNG III - ST TX MF 111869C	LEGEND NATURAL GAS IV LP	Sep 01 2010	882-645	TX Reeves	46	53	2657	PSL	All	All depths	641.000	Active
GLO 53 Sec 39-46	MCCAMEY FARM AND RANCH LP - ST TX MF 111869G	LEGEND NATURAL GAS IV LP	Sep 01 2010	882-595	TX Reeves	46	53	2657	PSL	All	All depths	641.000	Active
GLO 53 Sec 39-46	MICHELLE E JORDAN - ST TX MF 111869F	LEGEND NATURAL GAS IV LP	Sep 01 2010	882-635	TX Reeves	46	53	2657	PSL	All	All depths	641.000	Active

110777



True and Correct
Original filed in
Culberson County
Clerks Office

116

EXHIBIT A
LEASES

PROSPECT	LESSOR	LESSEE	LEASE & EFFECTIVE DATE	BOOK / PAGE / DOCUMENT	STATE / COUNTY	SECTION	BLOCK	ABSTRACT	SURVEY	LEGAL DESCRIPTION	DESCRIPTIVE DEPTH	GROSS ACRES	LEASE RECORD 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	Sep 01 2010	882-655	TX, Reeves	46	53	2657	PSL	All	All depths	641.000	Active
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
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
Gateway 38	JAMES BEASLEY YOUNG III - ST TX 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
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
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	Active
Gateway 48	ALAN R ZEMAN - ST TX MF 114473D	PETROHAWK PROPERTIES LP	May 24 2012	951-763	TX, Reeves	48	53	3628	PSL	W/2 SW/4	All depths	80.000	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 MF 114473K	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 MF 114473E	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 MF 114473C	PETROHAWK PROPERTIES LP	May 24 2012	951-746	TX, Reeves	48	53	3628	PSL	W/2 SW/4	All depths	80.000	Active
Gateway 48	GEORGE M CROSS ST TX MF 114473L	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	LEGEND NATURAL 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	JAMES BEASLEY YOUNG III - ST TX MF 111869C	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	JAMES G CRAWFORD - ST TX MF 114473M	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 KEYSER ET AL - ST TX MF 114473B	PETROHAWK PROPERTIES LP	May 24 2012	951-736	TX, Reeves	48	53	3628	PSL	W/2 SW/4	All depths	80.000	Active

11.05.21



True and correct copy of Original filed in Culberson County Clerk's Office
12/21/16

EXHIBIT A
LEASES

PROSPECT	LESSOR	LESSEE	LEASE & EFFECTIVE DATE	BOOK / PAGE / DOCUMENT	STATE / COUNTY	SECTION	BLOCK	ABSTRACT	SURVEY	LEGAL DESCRIPTION	DESCRIPTIVE DEPTH	GROSS ACRES	LEASE RECORD STATUS
Gateway 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
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	561.000	Active
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
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
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
Gateway 48	RONALD DAVID 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	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
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
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
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	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

11.05.21



True and correct
Original filed in
Cotton County
Clerks Office
12.21.16

EXHIBIT A
LEASES

PROSPECT	LESSOR	LESSEE	LEASE & EFFECTIVE DATE	BOOK / PAGE / DOCUMENT	STATE / COUNTY	SECTION	BLOCK	ABSTRACT	SURVEY	LEGAL DESCRIPTION	DESCRIPTIVE DEPTH	GROSS ACRES	LEASE RECORD STATUS
Orbison 28	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
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	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	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	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
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	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	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
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	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 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



True and correct
copy of
Original filed in
Culberson County
Clerk's Office
12-21-16

11.02.21

EXHIBIT A
LEASES

PROSPECT	LESSOR	LESSEE	LEASE & EFFECTIVE DATE	BOOK / PAGE / DOCUMENT	STATE / COUNTY	SECTION	BLOCK	ABSTRACT	SURVEY	LEGAL DESCRIPTION	DESCRIPTIVE DEPTH	GROSS ACRES	LEASE RECORD STATUS
Orbison 28	WILLIAM PERRY COLEMAN - ST TX MF 117757	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
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	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
Santana 29	DONNA J SPIVEY	PETROHAWK PROPERTIES LP	Aug 12 2011	899-82	TX. Reeves	29	56	2292	PSL	All	All depths	640 000	Active
Santana 29	JANIS DEE BOURLAND HELMEY	PETROHAWK PROPERTIES LP	Aug 12 2011	899-73	TX. Reeves	29	56	2292	PSL	All	All depths	640 000	Active
Santana 29	JEFFERY ALLAN WILSON	PETROHAWK PROPERTIES LP	Aug 12 2011	899-85	TX. Reeves	29	56	2292	PSL	All	All depths	640 000	Active
Santana 29	LEWIS KEITH LYNN	PETROHAWK PROPERTIES LP	Aug 12 2011	899-64	TX. Reeves	29	56	2292	PSL	All	All depths	640 000	Active
Santana 29	MARY HUEBSCH	PETROHAWK PROPERTIES LP	Aug 12 2011	899-76	TX. Reeves	29	56	2292	PSL	All	All depths	640 000	Active
Santana 29	MICHAEL LYNN BOURLAND	PETROHAWK PROPERTIES LP	Aug 12 2011	899-67	TX. Reeves	29	56	2292	PSL	All	All depths	640 000	Active
Santana 29	TIM WILSON	PETROHAWK PROPERTIES LP	Aug 12 2011	899-70	TX. Reeves	29	56	2292	PSL	All	All depths	640 000	Active
Santana 29	TOWANA SPIVEY	PETROHAWK PROPERTIES LP	Aug 12 2011	899-61	TX. 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	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
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
Muddy Water 30	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	Active
Muddy Water 30	JANIS DEE BOURLAND HELMEY - ST TX MF 112682A	PETROHAWK PROPERTIES LP	Feb 09 2011	880-579	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	JANIS DEE BOURLAND HELMEY - ST TX MF 112682A	PETROHAWK PROPERTIES LP	Feb 09 2011	880-579	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	JEFFERY ALLAN WILSON - ST TX MF 112682D	PETROHAWK PROPERTIES LP	Feb 09 2011	880-607	TX. Reeves	30	56	2291	PSL	NE/4	Surface to 100' below the base of the Wolfcamp Formation	160 000	Active



True and correct
Original filed in
Culberson County
Clerk's Office
12.21.16

11031

EXHIBIT A
LEASES

PROSPECT	LESSOR	LESSEE	LEASE & EFFECTIVE DATE	BOOK / PAGE / DOCUMENT	STATE / COUNTY	SECTION	BLOCK	ABSTRACT	SURVEY	LEGAL DESCRIPTION	DESCRIPTIVE DEPTH	GROSS ACRES	LEASE RECORD 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	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	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 & 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 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
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
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 30	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 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 tra 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

110331

True and Correct
Order of the
12/21/16

EXHIBIT A
LEASES

PROSPECT	LESSOR	LESSEE	LEASE & EFFECTIVE DATE	BOOK / PAGE / DOCUMENT	STATE / COUNTY	SECTION	BLOCK	ABSTRACT	SURVEY	LEGAL DESCRIPTION	DESCRIPTIVE DEPTH	GROSS ACRES	LEASE RECORD STATUS
Muddy Water 30	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 30	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
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	Active
TOTAL												13,045.152	

110231



True and correct
12.21.16

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	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

11.03.21



True and correct
copy
Original filed in
Culberson County
Clerks Office
12.21.16

EXHIBIT A-1
Easements

DOCUMENT NAME	CONTRACT DATE	GRANTOR	GRANTEE	COUNTY/STATE	LEGAL DESCRIPTION	BLOCK / SECTION	SURVEY	WELLS
Road Access Easement	Dec 01 2015	Pierasant 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	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 & 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 53, PSL Survey, Culberson County, Texas and ends at Texas Farm to Market road 2119 in Section 12, Block 53, 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 Gossmann, 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 22 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 Easement 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 29 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 30 2010	Pamela Parker Clifton, McCamey Farm & Ranch LP, J. Loyd Parker III, Allison Renee Parker, Robin 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 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	
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	
Surface 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

110331



True and Correct
Copy
Original filed in
Culberson County
Clerks Office

12-21-16

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	N1/4	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 5H State Muddy Water 30 2H
Multi-Use Right-of-Way and Easement Agreement	Jul 28 2015	Jane Dee Helmey	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
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 5H State Muddy Water 30 2H
Multi-Use Right-of-Way and Easement 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 5H State Muddy Water 30 2H
Multi-Use Right-of-Way and Easement 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
Multi-Use Right-of-Way and Easement 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
Multi-Use Right-of-Way and Easement Agreement	Jul 28 2015	Tom 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	Santana 29 5H State Muddy Water 30 2H
Multi-Use Right-of-Way and Easement 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 5H State Muddy Water 30 2H
Multi-Use Right-of-Way and Easement Agreement	Jul 28 2015	Wetona 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 5H 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 5H State Muddy Water 30 2H

10021



True and correct
Original filed in
Culberson County
Clarks Office

12-21-16

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	Sep 25 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 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	

11.03.11



True and Correct
copy of
Original filed in
Culberson County
Clerk's Office
12.21.16

Exhibit A-2

None.

11.02.21



True and correct
copy of
Original filed in
Jefferson County
California
12.21.16

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.



Original Was:

0000002871

FILED FOR RECORD
T 11:23 O'CLOCK A. M.

IN THE 21st DAY OF December
D., 2016.

Linda McDonald
COUNTY AND DISTRICT CLERK
CULBERSON COUNTY, TEXAS
Y _____
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 _____
of the
Records of Culberson County, Texas.



COUNTY AND DISTRICT
CLERK CULBERSON
COUNTY, TEXAS

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 Assign BOS, conveyed 16th December
2016 filed for record in my office this 21st day of December
2016 at 11:23 a.m. Under Clerk's File No. 12871 to be
recorded in the OPR Records of Culberson County,
Texas.

TO CERTIFY WHICH, Witness my hand and seal at Van Horn this 21st
day of December 2016
By [Signature] Deputy LINDA McDONALD, COUNTY CLERK
CULBERSON COUNTY, TEXAS

75.59.73

EO 16546

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

eff 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
ORIGINAL FILED IN
REEVES COUNTY
CLERKS OFFICE

110777

1 of 30

44-38861-1000

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



(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



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

2 of 30

11.03.21

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)

110301



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

3 of 30

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.



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

5 of 30

11.03.21

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. 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



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

11.07.21

6.02.30

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 OR 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.



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

110331

7 of 30

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 recodation, 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.]



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

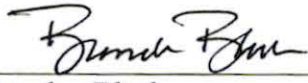
8 of 30

21.03.21

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

By: _____
Name: R.A. Jennings
Title: Chief Executive Officer

21.07.21



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

9.08.30

STATE OF TEXAS

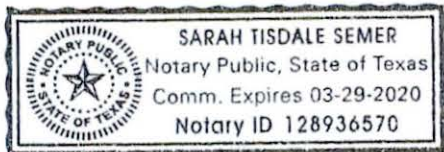
§

COUNTY OF MIDLAND

§

§

The foregoing instrument was acknowledged before me this 15th day of DECEMBER 2016, by Brandon Black, as Vice President of Crown Oil Partners V, LP, a Texas limited partnership, on behalf of the limited partnership.



Sarah Tisdale Semer

Notary Public

My Commission Expires: March 29, 2020

(Notary Seal)

STATE OF _____

§

§

COUNTY 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)

Acknowledgement Page to Assignment, Bill of Sale and Conveyance



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

10 of 30

17.03.21

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

By:  _____
Name: R.A. Jennings
Title: Chief Executive Officer

11.08.11



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

11-11-30

STATE OF _____

§

§

COUNTY OF _____

§

The foregoing instrument was acknowledged before me this _____ day of _____, 2016, by Brandon Black, as Vice President of Crown Oil Partners V, LP, a Texas limited partnership, on behalf of the limited partnership.

Notary Public

My Commission Expires: _____

(Notary Seal)

STATE OF Texas

§

§

COUNTY OF Midland

§

The foregoing instrument was acknowledged before me this 16th 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.



Mary Quintana
Notary Public
My Commission Expires: 01-09-17

(Notary Seal)

Acknowledgement Page to Assignment, Bill of Sale and Conveyance

17.02.27



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

12 of 30

EXHIBIT A
LEASES

PROSPECT	LESSOR	LESSEE	LEASE & EFFECTIVE DATE	BOOK / PAGE / DOCUMENT	STATE / COUNTY	SECTION	BLOCK	ABSTRACT	SURVEY	LEGAL DESCRIPTION	DESCRIPTIVE DEPTH	GROSS ACRES	LEASE RECORD STATUS
Gateway 22	ALLISON RENEE PARKER - ST TX MF 111869E	LEGEND NATURAL GAS IV LP	Sep 01 2010	882-615	TX, Reeves	22	53	3570	PSL / HOPPER G	All	All depths	640.000	Active
Gateway 22	J LOYD PARKER III - ST TX MF 111869B	LEGEND NATURAL GAS IV LP	Sep 01 2010	882-605	TX, Reeves	22	53	3570	PSL / HOPPER G	All	All depths	640.000	Active
Gateway 22	JAMES BEASLEY 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
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
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
Gateway 22	PAMELA PARKER CLIFTON - ST TX MF 111869A	LEGEND NATURAL GAS IV LP	Sep 01 2010	882-625	TX, Reeves	22	53	3570	PSL / HOPPER G	All	All depths	640.000	Active
Gateway 22	ROBBIN LEE YOUNG - ST TX MF 111869D	LEGEND NATURAL GAS IV LP	Sep 01 2010	882-655	TX, Reeves	22	53	3570	PSL / HOPPER G	All	All depths	640.000	Active
Johnny Cash 23	SANDRA 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
Johnny Cash 23	ANGELLE & DONOHUE OIL & GAS PROPERTIES ST TX M 112451	PETROHAWK PROPERTIES LP	Apr 05 2011	879-458	TX, Reeves	23	53	3972	PSL	S/2 & NE/4	All depths	480.750	Active
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
Allman 24	JANIS DEE BOURLAND HELMEY	PETROHAWK PROPERTIES LP	Aug 12 2011	899-73	TX, Reeves	24	53	2294	PSL	All	All depths	640.000	Active
Allman 24	JEFFERY ALLAN WILSON	PETROHAWK 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	Aug 12 2011	899-64	TX, Reeves	24	53	2294	PSL	All	All depths	640.000	Active
Allman 24	MARY HUEBSCH	PETROHAWK PROPERTIES LP	Aug 12 2011	899-76	TX, Reeves	24	53	2294	PSL	All	All depths	640.000	Active
Allman 24	MICHAEL LYNN BOURLAND	PETROHAWK PROPERTIES LP	Aug 12 2011	899-67	TX, Reeves	24	53	2294	PSL	All	All depths	640.000	Active
Allman 24	TIM WILSON	PETROHAWK PROPERTIES LP	Aug 12 2011	899-70	TX, Reeves	24	53	2294	PSL	All	All depths	640.000	Active
Allman 24	TOWANA SPIVEY	PETROHAWK PROPERTIES LP	Aug 12 2011	899-61	TX, Reeves	24	53	2294	PSL	All	All depths	640.000	Active
Allman 24	WEETONA STANLEY	PETROHAWK PROPERTIES LP	Aug 12 2011	899-79	TX, Reeves	24	53	2294	PSL	All	All depths	640.000	Active



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

210021

13 of 20

EXHIBIT A
LEASES

PROSPECT	LESSOR	LESSEE	LEASE & EFFECTIVE DATE	BOOK / PAGE / DOCUMENT	STATE / COUNTY	SECTION	BLOCK	ABSTRACT	SURVEY	LEGAL DESCRIPTION	DESCRIPTIVE DEPTH	GROSS ACRES	LEASE RECORD 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, 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	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



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

14 of 30

11.07.11

EXHIBIT A
LEASES

PROSPECT	LESSOR	LESSEE	LEASE & EFFECTIVE DATE	BOOK / PAGE / DOCUMENT	STATE / COUNTY	SECTION	BLOCK	ABSTRACT	SURVEY	LEGAL DESCRIPTION	DESCRIPTIVE DEPTH	GROSS ACRES	LEASE RECORD 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	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	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	Active
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	Active



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

110271

150230

EXHIBIT A
LEASES

PROSPECT	LESSOR	LESSEE	LEASE & EFFECTIVE DATE	BOOK / PAGE / DOCUMENT	STATE / COUNTY	SECTION	BLOCK	ABSTRACT	SURVEY	LEGAL DESCRIPTION	DESCRIPTIVE DEPTH	GROSS ACRES	LEASE RECORD STATUS
Allman 24	CHARLES LAWHON, JANET LAWHON, JOHN LAWHON, TRACEY SCHEIDLER	Endurance Resources Holdings II, LLC	Sep 30 2016	1330-061	TX, Reeves	25	53	3476	PSL	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 22.579 feet of lot 99, all in Block 1 of the Southwestern Development Company of Toyah, Texas Subdivision of the SE/4 of Section 25,	All depths	155.032	Active
Allman 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	All depths	180.000	Active
Allman 24	TIM WILSON	PETROHAWK PROPERTIES LP	Aug 12 2011	899-70	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	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
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



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

110001

16 of 30

EXHIBIT A
LEASES

PROSPECT	LESSOR	LESSEE	LEASE & EFFECTIVE DATE	BOOK / PAGE / DOCUMENT	STATE / COUNTY	SECTION	BLOCK	ABSTRACT	SURVEY	LEGAL DESCRIPTION	DESCRIPTIVE DEPTH	GROSS ACRES	LEASE RECORD STATUS
Altman 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	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	187 acs - A 3973, 374 acs - A 4129, 80 acs - A 4182	PSL	All	All depths	641.000	Active
Gateway 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	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
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
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
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
Gateway 22	PAMELA PARKER CLIFTON - ST TX MF 111869A	LEGEND NATURAL GAS IV LP	Sep 01 2010	882-625	TX, Reeves	27	53	3568	PSL / HOPPER WM	N/2 & SW/4	All depths	480.700	Active
Gateway 22	ROBBIN LEE YOUNG - ST TX MF 111869D	LEGEND NATURAL GAS IV LP	Sep 01 2010	882-655	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	1197-427	TX, 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, Culberson & 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	Jan 05 2016	1260-0195	TX, Culberson & Reeves	33	53	2	PSL	All	All depths	641.000	Active
Gateway 34	ALLISON RENEE PARKER - ST TX MF 111869E	LEGEND NATURAL GAS IV LP	Sep 01 2010	882-615	TX, 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	Sep 01 2010	882-605	TX, Reeves	34	53	3567	PSL	All	All depths	641.000	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	641.000	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	Active
Gateway 34	MICHELLE E JORDAN - ST TX MF 111869F	LEGEND NATURAL GAS IV LP	Sep 01 2010	882-635	TX, Reeves	34	53	3567	PSL	All	All depths	641.000	Active



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

17 of 30

17 of 30

EXHIBIT A
LEASES

PROSPECT	LESSOR	LESSEE	LEASE & EFFECTIVE DATE	BOOK / PAGE / DOCUMENT	STATE / COUNTY	SECTION	BLOCK	ABSTRACT	SURVEY	LEGAL DESCRIPTION	DESCRIPTIVE DEPTH	GROSS ACRES	LEASE RECORD STATUS
Gateway 34	PAMELA PARKER CLIFTON - ST TX MF 111869A	LEGEND NATURAL GAS IV LP	Sep 01 2010	882-625	TX, Reeves	34	53	3567	PSL	All	All depths	641.000	Active
Gateway 34	ROBBIN LEE 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 Blk 53 Sec 35	LOWE ROYALTY PARTNERS LP - ST TX MF 117612	ENDURANCE RESOURCES HOLDINGS II LLC	Jul 15 2015	1202-0403	TX, Reeves	35	53	3467	PSL/LL FORD	S/2 & NE/4	All depths	480.000	Active
Gateway fna Cottonwood	LOWE ROYALTY PARTNERS LP	ENDURANCE RESOURCES HOLDINGS II LLC	Jul 15 2015	1202-0403	TX, Reeves	36	53	2610	PSL	N/2	All depths	320.000	Active
Howlin Wolf Blk 53 Sec 37	LOWE ROYALTY PARTNERS LP - ST TX MF 117612	ENDURANCE RESOURCES HOLDINGS II LLC	Jul 15 2015	1202-0403	TX, Reeves	37	53	5968	PSL	W/2	All depths	320.000	Active
Gateway 38	ALLISON RENEE PARKER - ST TX MF 111869E	LEGEND NATURAL GAS IV LP	Sep 01 2010	882-615	TX, Reeves	38	53	2981	PSL	All	All depths	641.000	Active
Gateway 38	JLOYD PARKER III - ST TX MF 111869B	LEGEND NATURAL GAS IV LP	Sep 01 2010	882-605	TX, Reeves	38	53	2981	PSL	All	All depths	641.000	Active
Gateway 38	JAMES BEASLEY YOUNG III - ST TX MF 111869C	LEGEND NATURAL GAS IV LP	Sep 01 2010	882-645	TX, Reeves	38	53	2981	PSL	All	All depths	641.000	Active
Gateway 38	MCCAMEY FARM AND RANCH LP - ST TX MF 111869G	LEGEND NATURAL GAS IV LP	Sep 01 2010	882-595	TX, Reeves	38	53	2981	PSL	All	All depths	641.000	Active
Gateway 38	MICHELLE E JORDAN - ST TX MF 111869F	LEGEND NATURAL GAS IV LP	Sep 01 2010	882-635	TX, Reeves	38	53	2981	PSL	All	All depths	641.000	Active
Gateway 38	PAMELA PARKER CLIFTON - ST TX MF 111869A	LEGEND NATURAL GAS IV LP	Sep 01 2010	882-625	TX, Reeves	38	53	2981	PSL	All	All depths	641.000	Active
Gateway 38	ROBBIN LEE YOUNG - ST TX MF 111869D	LEGEND NATURAL GAS IV LP	Sep 01 2010	882-655	TX, Reeves	38	53	2981	PSL	All	All depths	641.000	Active
GLO 53 Sec 39-46	ST TX MF 117884	ENDURANCE RESOURCES HOLDINGS II LLC	Jan 05 2016	1260-0184	TX, Reeves	39	53		PSI	All	All depths	641.000	Active
GLO Sect 40	ST TX MF 118107	ENDURANCE RESOURCES HOLDINGS II LLC	Jul 19 2016		TX, Culberson & Reeves	40	53	2654	PSL	All	All depths	641.000	Active
GLO 53 Sec 39-46	ALLISON RENEE PARKER - ST TX MF 111869E	LEGEND NATURAL GAS IV LP	Sep 01 2010	882-615	TX, Reeves	46	53	2657	PSL	All	All depths	641.000	Active
GLO 53 Sec 39-46	JLOYD PARKER III - ST TX MF 111869B	LEGEND NATURAL GAS IV LP	Sep 01 2010	882-605	TX, Reeves	46	53	2657	PSL	All	All depths	641.000	Active
GLO 53 Sec 39-46	JAMES BEASLEY YOUNG III - ST TX MF 111869C	LEGEND NATURAL GAS IV LP	Sep 01 2010	882-645	TX, Reeves	46	53	2657	PSL	All	All depths	641.000	Active
GLO 53 Sec 39-46	MCCAMEY FARM AND RANCH LP - ST TX MF 111869G	LEGEND NATURAL GAS IV LP	Sep 01 2010	882-595	TX, Reeves	46	53	2657	PSL	All	All depths	641.000	Active
GLO 53 Sec 39-46	MICHELLE E JORDAN - ST TX MF 111869F	LEGEND NATURAL GAS IV LP	Sep 01 2010	882-635	TX, Reeves	46	53	2657	PSL	All	All depths	641.000	Active



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

11.03.17

18 of 30

EXHIBIT A
LEASES

PROSPECT	LESSOR	LESSEE	LEASE & EFFECTIVE DATE	BOOK / PAGE / DOCUMENT	STATE / COUNTY	SECTION	BLOCK	ABSTRACT	SURVEY	LEGAL DESCRIPTION	DESCRIPTIVE DEPTH	GROSS ACRES	LEASE RECORD 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	Sep 01 2010	882-655	TX, Reeves	46	53	2657	PSL	All	All depths	641.000	Active
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
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
Gateway 38	JAMES BEASLEY YOUNG III - ST TX 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
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
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	Active
Gateway 48	ALAN R ZEMAN - ST TX MF 114473D	PETROHAWK PROPERTIES LP	May 24 2012	951-763	TX, Reeves	48	53	3628	PSL	W/2 SW/4	All depths	80.000	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 MF 114473K	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 MF 114473E	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 MF 114473C	PETROHAWK PROPERTIES LP	May 24 2012	951-746	TX, Reeves	48	53	3628	PSL	W/2 SW/4	All depths	80.000	Active
Gateway 48	GEORGE M CROSS ST TX MF 114473L	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	LEGEND NATURAL 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	JAMES BEASLEY YOUNG III - ST TX MF 111869C	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	JAMES G CRAWFORD - ST TX MF 114473M	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 MF 114473B	PETROHAWK PROPERTIES LP	May 24 2012	951-736	TX, Reeves	48	53	3628	PSL	W/2 SW/4	All depths	80.000	Active



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

19 of 30

11.05.21

EXHIBIT A
LEASES

PROSPECT	LESSOR	LESSEE	LEASE & EFFECTIVE DATE	BOOK / PAGE / DOCUMENT	STATE / COUNTY	SECTION	BLOCK	ABSTRACT	SURVEY	LEGAL DESCRIPTION	DESCRIPTIVE DEPTH	GROSS ACRES	LEASE RECORD STATUS
Gateway 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
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	561.000	Active
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
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
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
Gateway 48	RONALD DAVID 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	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
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
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
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 RE-STATED 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



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

11.03.11

20 of 30

EXHIBIT A
LEASES

PROSPECT	LESSOR	LESSEE	LEASE & EFFECTIVE DATE	BOOK / PAGE / DOCUMENT	STATE / COUNTY	SECTION	BLOCK	ABSTRACT	SURVEY	LEGAL DESCRIPTION	DESCRIPTIVE DEPTH	GROSS ACRES	LEASE RECORD STATUS
Orbison 28	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
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	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	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	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
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	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	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
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	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 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



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

110721

21 4/30

EXHIBIT A
LEASES

PROSPECT	LESSOR	LESSEE	LEASE & EFFECTIVE DATE	BOOK / PAGE / DOCUMENT	STATE / COUNTY	SECTION	BLOCK	ABSTRACT	SURVEY	LEGAL DESCRIPTION	DESCRIPTIVE DEPTH	GROSS ACRES	LEASE RECORD STATUS
Orbison 28	WILLIAM PERRY COLEMAN - ST TX MF 117757	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
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	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
Santana 29	DONNA J SPIVEY	PETROHAWK PROPERTIES LP	Aug 12 2011	899-82	TX, Reeves	29	56	2292	PSL	All	All depths	640.000	Active
Santana 29	JANIS DEE BOURLAND HELMEY	PETROHAWK PROPERTIES LP	Aug 12 2011	899-73	TX, Reeves	29	56	2292	PSL	All	All depths	640.000	Active
Santana 29	JEFFERY ALLAN WILSON	PETROHAWK PROPERTIES LP	Aug 12 2011	899-85	TX, Reeves	29	56	2292	PSL	All	All depths	640.000	Active
Santana 29	LEWIS KEITH LYNN	PETROHAWK PROPERTIES LP	Aug 12 2011	899-64	TX, Reeves	29	56	2292	PSL	All	All depths	640.000	Active
Santana 29	MARY HUEBSCH	PETROHAWK PROPERTIES LP	Aug 12 2011	899-76	TX, Reeves	29	56	2292	PSL	All	All depths	640.000	Active
Santana 29	MICHAEL LYNN BOURLAND	PETROHAWK PROPERTIES LP	Aug 12 2011	899-67	TX, Reeves	29	56	2292	PSL	All	All depths	640.000	Active
Santana 29	TIM WILSON	PETROHAWK PROPERTIES LP	Aug 12 2011	899-70	TX, Reeves	29	56	2292	PSL	All	All depths	640.000	Active
Santana 29	TOWANA SPIVEY	PETROHAWK PROPERTIES LP	Aug 12 2011	899-61	TX, 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	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
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
Muddy Water 30	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	Active
Muddy Water 30	JANIS DEE BOURLAND HELMEY - ST TX MF 112682A	PETROHAWK PROPERTIES LP	Feb 09 2011	880-579	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	JANIS DEE BOURLAND HELMEY - ST TX MF 112682A	PETROHAWK PROPERTIES LP	Feb 09 2011	880-579	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	JEFFERY ALLAN WILSON - ST TX MF 112682D	PETROHAWK PROPERTIES LP	Feb 09 2011	880-607	TX, Reeves	30	56	2291	PSL	NE/4	Surface to 100' below the base of the Wolfcamp Formation	160.000	Active



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

110021

22 of 30

EXHIBIT A
LEASES

PROSPECT	LESSOR	LESSEE	LEASE & EFFECTIVE DATE	BOOK / PAGE / DOCUMENT	STATE / COUNTY	SECTION	BLOCK	ABSTRACT	SURVEY	LEGAL DESCRIPTION	DESCRIPTIVE DEPTH	GROSS ACRES	LEASE RECORD 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	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	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 & 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 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
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
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 30	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 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	Active



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

11.05.21

23 of 30

EXHIBIT A
LEASES

PROSPECT	LESSOR	LESSEE	LEASE & EFFECTIVE DATE	BOOK / PAGE / DOCUMENT	STATE / COUNTY	SECTION	BLOCK	ABSTRACT	SURVEY	LEGAL DESCRIPTION	DESCRIPTIVE DEPTH	GROSS ACRES	LEASE RECORD STATUS
Muddy Water 30	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 30	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
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	Active
TOTAL												13,045.152	

11.02.11



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

24.01.30

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	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



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

11-03-21

25 of 30

EXHIBIT A-1
Easements

DOCUMENT NAME	CONTRACT DATE	GRANTOR	GRANTEE	COUNTY/STATE	LEGAL DESCRIPTION	BLOCK/SECTION	SURVEY	WELL#
Road Access Easement	Dec 01 2015	Pleasant Street Limited et al	Endurance Resources Holdings II LLC	Reeves County, Texas	SW/4 of Section 12 W/2 of Section 13	S3-12 S3-13	PSL	
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 Farm & Ranch LP, Robin Lee Young, Young Cottonwood Oil & Gas LP	Endurance Resources LLC & Endurance Resources Holdings II LLC	Reeves County, Texas	NE/4	S3-21	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 53, PSL Survey, Culberson County, Texas and ends at Texas Farm to Market road 2119 in Section 12, Block 53, PSL Survey, Reeves County, Texas	S3-21 S3-12	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 Gossmann, 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 33 NW/4NW/4 of Section 40	S3-21 S3-22 S3-28 S3-33 S3-40	PSL	State Gateway 22 2H State Gateway 21 SWD 1
Multi-Use Right-of-Way and Easement Agreement	Mar 01 2016	Robert B Kornegay	Endurance Resources Holdings II LLC	Reeves County, Texas	NW/4	S3-23	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	S3-23	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	S3-26 S3-23	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	S3-26 S3-23	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	S3-26 S3-23	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	S3-26 S3-23	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, Robin 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 2H State Muddy Water 30 2H State Johnny Cash 23 2H Orblison 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	S3-35	PSL	
Surface Use Agreement	Sep 01 2015	Lowe Royalty Partners LP	Endurance Resources Holdings II LLC	Reeves County, Texas	S/2 & NE/4	S3-35	PSL	
Surface Use and Drill Site Agreement	Mar 4 2016	JWM Minerals, LLC	Endurance Resources Holdings II LLC	Reeves County, Texas	NE/4	S6-28	PSL	Orblison 28 6H



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

26 of 30

11.02.21

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 5H 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	56-29 56-30 53-24 53-25	PSL	Santana 29 5H 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 5H State Muddy Water 30 2H
Multi-Use Right-of-Way and Easement 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 5H State Muddy Water 30 2H
Multi-Use Right-of-Way and Easement 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
Multi-Use Right-of-Way and Easement 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
Multi-Use Right-of-Way and Easement 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	Santana 29 5H State Muddy Water 30 2H
Multi-Use Right-of-Way and Easement 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 5H State Muddy Water 30 2H
Multi-Use Right-of-Way and Easement 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 5H 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 5H State Muddy Water 30 2H



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

27 of 30

11.02.21

EXHIBIT A-1
Easements

DOCUMENT NAME	CONTRACT DATE	GRANTOR	GRANTEE	COUNTY/STATE	LEGAL DESCRIPTION	BID/CT SECTION	SURVEY	WELLS
Cottonwood Ranch Drilling Operations & Management of Water Wells & Gravel Pits	Sep 29 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 Farm & Ranch LP, Robin Lee Young, Young Cottonwood Oil & Gas LP	Endurance Resources Holdings II LLC	Reeves & Culberson County, Texas	S/2	53-41	PSL	



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

21.03.21

28 of 30

Exhibit A-2

None.

11.02.21



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

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. 16-17146
DIANNE O. FLOREZ
COUNTY CLERK
2016 Dec 20 at 08:32 AM
REEVES COUNTY, TEXAS
By: RL Dianne O. Florez DEPUTY

520021 000006 18741008.5



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

30 of 30

17-08-21

45

MF 111869

File No.

Assign # 10546

Crown (to Atlantic

Date Filed: 3-5-18

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 Assignment Bill of Sale & Guaranty dated 12-15-2016, filed for record in my office this 20th day of December at 8:32 AM, under Clerk's File No. 16-17146, to be recorded in the Official Public Record of Reeves County, Texas.

TO CERTIFY WHICH, Witness my hand and official seal at Pecos, Texas this 20th day of December, 2016.

By Rouven Dyles, Deputy.

DIANNE O. FLOREZ, COUNTY CLERK
REEVES COUNTY, TEXAS





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 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 carl.bonn@glo.texas.gov 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

ID 10547

ASSIGNMENT, BILL OF SALE AND CONVEYANCE

MF 11869 et al

eff 11-1-16

all

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**").

eff 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:

(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**");

11.03.16

(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**");

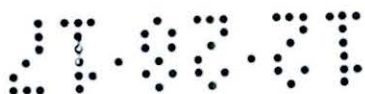
(e) All rights, titles and interests of Grantor in and to all presently existing and valid Applicable Contracts, including production sales contracts, operating agreements, and other agreements and Contracts, in each case, to the extent that they relate to any of the other Properties;

(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;

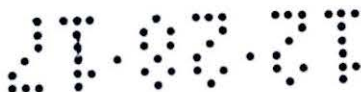
(j) All rights, titles and interests of Grantor in and to oil, condensate, natural gas, natural gas liquids, and other minerals ("**Hydrocarbons**") produced from the Oil and Gas Properties after the Effective Date; and, to the extent related or attributable to the Oil and Gas Properties, all production, 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;

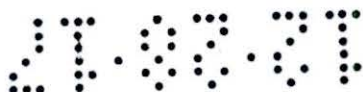
(d) Subject to **Section 13.1** of the Purchase Agreement, all rights and interests of Grantor (i) under any policy or agreement of insurance or indemnity other than to the extent relating to Assumed Liabilities or other matters for which Grantee is responsible under the Purchase Agreement, (ii) under 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);

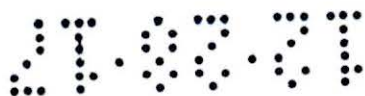
(m) Any and all claims of Grantor or any of its Affiliates for refunds of, rights to receive funds from any Governmental Authority relating to, credits attributable to, or the right to report loss carryforwards of Grantor or any of its Affiliates relating to, or similar Tax assets relating to (i) Asset 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.

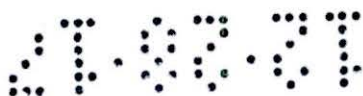
THE SPECIAL WARRANTY OF TITLE SET FORTH ABOVE AND THE EXPRESS REPRESENTATIONS AND WARRANTIES OF GRANTOR CONTAINED IN SECTION 4.1 IN THE PURCHASE AGREEMENT (COLLECTIVELY, THE "GRANTOR'S WARRANTIES") ARE EXCLUSIVE AND ARE IN LIEU OF ALL OTHER REPRESENTATIONS AND WARRANTIES, EXPRESS, IMPLIED, STATUTORY 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 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. 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 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 OR 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

By: 

Name: Will Crump

Title: President

GRANTEE:

Atlantic Resources II Interests LLC

By: _____

Name: R.A. Jennings

Title: Chief Executive Officer

STATE OF TEXAS

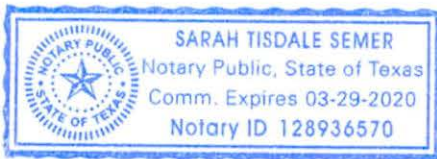
§

§

COUNTY OF MIDLAND

§

The foregoing instrument was acknowledged before me this 15TH day of DECEMBER, 2016, by Will Crump, as President of Crump Energy Partners II, LLC, a Delaware limited liability company, on behalf of the limited partnership.



(Notary Seal)

Sarah Tisdale Semer

Notary Public

My Commission Expires: March 29, 2020

STATE OF _____

§

§

COUNTY 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)

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.

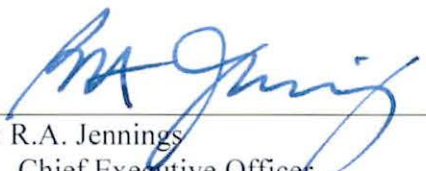
GRANTOR:

Crump Energy Partners II, LLC

By: _____
Name: Will Crump
Title: President

GRANTEE:

Atlantic Resources II Interests LLC

By:  _____
Name: R.A. Jennings
Title: Chief Executive Officer

STATE OF _____

§

§

COUNTY OF _____

§

The foregoing instrument was acknowledged before me this _____ day of _____, 2016, by Will Crump, as President of Crump Energy Partners II, LLC, a Delaware limited liability company, on behalf of the limited partnership.

Notary Public

My Commission Expires: _____

(Notary Seal)

STATE OF Texas

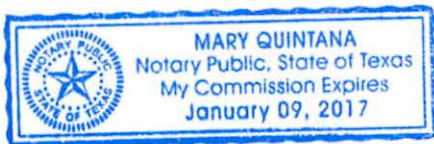
§

§

COUNTY OF Midland

§

The foregoing instrument was acknowledged before me this 16th 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.



Mary Quintana

Notary Public

My Commission Expires: 01-09-17

(Notary Seal)

EXHIBIT A
LEASES

PROSPECT	LESSOR	LESSEE	LEASE & EFFECTIVE DATE	BOOK / PAGE / DOCUMENT	STATE / COUNTY	SECTION	BLOCK	ABSTRACT	SURVEY	LEGAL DESCRIPTION	DESCRIPTIVE DEPTH	GROSS ACRES	LEASE RECORD STATUS
Gateway 22	ALLISON RENEE PARKER - ST TX MF 111869E	LEGEND NATURAL GAS IV LP	Sep 01 2010	882-615	TX, Reeves	22	53	3570	PSL / HOPPER G	All	All depths	640.000	Active
Gateway 22	J LLOYD PARKER III - ST TX MF 111869B	LEGEND NATURAL GAS IV LP	Sep 01 2010	882-605	TX, Reeves	22	53	3570	PSL / HOPPER G	All	All depths	640.000	Active
Gateway 22	JAMES BEASLEY 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
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
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
Gateway 22	PAMELA PARKER CLIFTON - ST TX MF 111869A	LEGEND NATURAL GAS IV LP	Sep 01 2010	882-625	TX, Reeves	22	53	3570	PSL / HOPPER G	All	All depths	640.000	Active
Gateway 22	ROBBIN LEE YOUNG - ST TX MF 111869D	LEGEND NATURAL GAS IV LP	Sep 01 2010	882-655	TX, Reeves	22	53	3570	PSL / HOPPER G	All	All depths	640.000	Active
Johnny Cash 23	SANDRA 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
Johnny Cash 23	ST TX M 112451	ANGELLE & DONOHUE OIL & GAS PROPERTIES	Apr 05 2011	879-458	TX, Reeves	23	53	3972	PSL	S/2 & NE/4	All depths	480.750	Active
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
Allman 24	JANIS DEE BOURLAND HELMEY	PETROHAWK PROPERTIES LP	Aug 12 2011	899-73	TX, Reeves	24	53	2294	PSL	All	All depths	640.000	Active
Allman 24	JEFFERY ALLAN WILSON	PETROHAWK 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	Aug 12 2011	899-64	TX, Reeves	24	53	2294	PSL	All	All depths	640.000	Active
Allman 24	MARY HUEBSCH	PETROHAWK PROPERTIES LP	Aug 12 2011	899-76	TX, Reeves	24	53	2294	PSL	All	All depths	640.000	Active
Allman 24	MICHAEL LYNN BOURLAND	PETROHAWK PROPERTIES LP	Aug 12 2011	899-67	TX, Reeves	24	53	2294	PSL	All	All depths	640.000	Active
Allman 24	TIM WILSON	PETROHAWK PROPERTIES LP	Aug 12 2011	899-70	TX, Reeves	24	53	2294	PSL	All	All depths	640.000	Active
Allman 24	TOWANA SPIVEY	PETROHAWK PROPERTIES LP	Aug 12 2011	899-61	TX, Reeves	24	53	2294	PSL	All	All depths	640.000	Active
Allman 24	WEETONA STANLEY	PETROHAWK PROPERTIES LP	Aug 12 2011	899-79	TX, Reeves	24	53	2294	PSL	All	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	LEASE RECORD 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, 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	Active
Allman 24	JANIS DEE BOURLAND HELMY	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 HELMY	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

2103-21

EXHIBIT A
LEASES

PROSPECT	LESSOR	LESSEE	LEASE & EFFECTIVE DATE	BOOK / PAGE / DOCUMENT	STATE / COUNTY	SECTION	BLOCK	ABSTRACT	SURVEY	LEGAL DESCRIPTION	DESCRIPTIVE DEPTH	GROSS ACRES	LEASE RECORD 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	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	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	Active
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	Active

11.02.21

EXHIBIT A
LEASES

PROSPECT	LESSOR	LESSEE	LEASE & EFFECTIVE DATE	BOOK / PAGE / DOCUMENT	STATE / COUNTY	SECTION	BLOCK	ABSTRACT	SURVEY	LEGAL DESCRIPTION	DESCRIPTIVE DEPTH	GROSS ACRES	LEASE RECORD STATUS
Allman 24	CHARLES LAWHON, JANET LAWHON, JOHN LAWHON, TRACEY SCHEIDLER	Endurance Resources Holdings II, LLC	Sep 30 2016	1330-061	TX. Reeves	25	53	3476	PSL	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 22.579 feet of lot 99, all in Block 1 of the Southwestern Development Company of Toyah, Texas Subdivision of the SE/4 of Section 25.	All depths	155.032	Active
Allman 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	All depths	180.000	Active
Allman 24	TIM WILSON	PETROHAWK PROPERTIES LP	Aug 12 2011	899-70	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	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
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

21.02.21

EXHIBIT A
LEASES

PROSPECT	LESSOR	LESSEE	LEASE & EFFECTIVE DATE	BOOK / PAGE / DOCUMENT	STATE / COUNTY	SECTION	BLOCK	ABSTRACT	SURVEY	LEGAL DESCRIPTION	DESCRIPTIVE DEPTH	GROSS ACRES	LEASE RECORD STATUS
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	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	187 acs - A 3973, 374 acs - A 4129, 80 acs - A 4182	PSL	All	All depths	641.000	Active
Gateway 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	All depths	480.700	Active
Gateway 22	J LLOYD 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
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
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
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
Gateway 22	PAMELA PARKER CLIFTON - ST TX MF 111869A	LEGEND NATURAL GAS IV LP	Sep 01 2010	882-625	TX, Reeves	27	53	3568	PSL / HOPPER WM	N/2 & SW/4	All depths	480.700	Active
Gateway 22	ROBBIN LEE YOUNG - ST TX MF 111869D	LEGEND NATURAL GAS IV LP	Sep 01 2010	882-655	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	1197-427	TX, 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, Culberson & 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	Jan 05 2016	1260-0195	TX, Culberson & Reeves	33	53	2	PSL	All	All depths	641.000	Active
Gateway 34	ALLISON RENEE PARKER - ST TX MF 111869E	LEGEND NATURAL GAS IV LP	Sep 01 2010	882-615	TX, Reeves	34	53	3567	PSL	All	All depths	641.000	Active
Gateway 34	J LLOYD 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
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	641.000	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	Active
Gateway 34	MICHELLE E JORDAN - ST TX MF 111869F	LEGEND NATURAL GAS IV LP	Sep 01 2010	882-635	TX, Reeves	34	53	3567	PSL	All	All depths	641.000	Active

110031

**EXHIBIT A
LEASES**

PROSPECT	LESSOR	LESSEE	LEASE & EFFECTIVE DATE	BOOK / PAGE / DOCUMENT	STATE / COUNTY	SECTION	BLOCK	ABSTRACT	SURVEY	LEGAL DESCRIPTION	DESCRIPTIVE DEPTH	GROSS ACRES	LEASE RECORD STATUS
Gateway 34	PAMELA PARKER CLIFTON - ST TX MF 111869A	LEGEND NATURAL GAS IV LP	Sep 01 2010	882-625	TX, Reeves	34	53	3567	PSL	All	All depths	641.000	Active
Gateway 34	ROBBIN LEE 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 Blk 53 Sec 35	LOWE ROYALTY PARTNERS LP - ST TX MF 117612	ENDURANCE RESOURCES HOLDINGS II LLC	Jul 15 2015	1202-0403	TX, Reeves	35	53	3467	PSL/LL FORD	S/2 & NE/4	All depths	480.000	Active
Gateway fna Cottonwood	LOWE ROYALTY PARTNERS LP	ENDURANCE RESOURCES HOLDINGS II LLC	Jul 15 2015	1202-0403	TX, Reeves	36	53	2610	PSL	N/2	All depths	320.000	Active
Howlin Wolf Blk 53 Sec 37	LOWE ROYALTY PARTNERS LP - ST TX MF 117612	ENDURANCE RESOURCES HOLDINGS II LLC	Jul 15 2015	1202-0403	TX, Reeves	37	53	5968	PSL	W/2	All depths	320.000	Active
Gateway 38	ALLISON RENEE PARKER - ST TX MF 111869E	LEGEND NATURAL GAS IV LP	Sep 01 2010	882-615	TX, Reeves	38	53	2981	PSL	All	All depths	641.000	Active
Gateway 38	J LOYD PARKER III - ST TX MF 111869B	LEGEND NATURAL GAS IV LP	Sep 01 2010	882-605	TX, Reeves	38	53	2981	PSL	All	All depths	641.000	Active
Gateway 38	JAMES BEASLEY YOUNG III - ST TX MF 111869C	LEGEND NATURAL GAS IV LP	Sep 01 2010	882-645	TX, Reeves	38	53	2981	PSL	All	All depths	641.000	Active
Gateway 38	MCCAMEY FARM AND RANCH LP - ST TX MF 111869G	LEGEND NATURAL GAS IV LP	Sep 01 2010	882-595	TX, Reeves	38	53	2981	PSL	All	All depths	641.000	Active
Gateway 38	MICHELLE E JORDAN - ST TX MF 111869F	LEGEND NATURAL GAS IV LP	Sep 01 2010	882-635	TX, Reeves	38	53	2981	PSL	All	All depths	641.000	Active
Gateway 38	PAMELA PARKER CLIFTON - ST TX MF 111869A	LEGEND NATURAL GAS IV LP	Sep 01 2010	882-625	TX, Reeves	38	53	2981	PSL	All	All depths	641.000	Active
Gateway 38	ROBBIN LEE YOUNG - ST TX MF 111869D	LEGEND NATURAL GAS IV LP	Sep 01 2010	882-655	TX, Reeves	38	53	2981	PSL	All	All depths	641.000	Active
GLO 53 Sec 39-46	ENDURANCE RESOURCES HOLDINGS II LLC	ST TX MF 117884	Jan 05 2016	1260-0184	TX, Reeves	39	53		PSI	All	All depths	641.000	Active
GLO Sect 40	ENDURANCE RESOURCES HOLDINGS II LLC	ST TX MF 118107	Jul 19 2016		TX, Culberson & Reeves	40	53	2654	PSL	All	All depths	641.000	Active
GLO 53 Sec 39-46	ALLISON RENEE PARKER - ST TX MF 111869E	LEGEND NATURAL GAS IV LP	Sep 01 2010	882-615	TX, Reeves	46	53	2657	PSL	All	All depths	641.000	Active
GLO 53 Sec 39-46	J LOYD PARKER III - ST TX MF 111869B	LEGEND NATURAL GAS IV LP	Sep 01 2010	882-605	TX, Reeves	46	53	2657	PSL	All	All depths	641.000	Active
GLO 53 Sec 39-46	JAMES BEASLEY YOUNG III - ST TX MF 111869C	LEGEND NATURAL GAS IV LP	Sep 01 2010	882-645	TX, Reeves	46	53	2657	PSL	All	All depths	641.000	Active
GLO 53 Sec 39-46	MCCAMEY FARM AND RANCH LP - ST TX MF 111869G	LEGEND NATURAL GAS IV LP	Sep 01 2010	882-595	TX, Reeves	46	53	2657	PSL	All	All depths	641.000	Active
GLO 53 Sec 39-46	MICHELLE E JORDAN - ST TX MF 111869F	LEGEND NATURAL GAS IV LP	Sep 01 2010	882-635	TX, Reeves	46	53	2657	PSL	All	All depths	641.000	Active

110031

EXHIBIT A
LEASES

PROSPECT	LESSOR	LESSEE	LEASE & EFFECTIVE DATE	BOOK / PAGE / DOCUMENT	STATE / COUNTY	SECTION	BLOCK	ABSTRACT	SURVEY	LEGAL DESCRIPTION	DESCRIPTIVE DEPTH	GROSS ACRES	LEASE RECORD 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	Sep 01 2010	882-655	TX, Reeves	46	53	2657	PSL	All	All depths	641.000	Active
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
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
Gateway 38	JAMES BEASLEY YOUNG III - ST TX 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
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
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	Active
Gateway 48	ALAN R ZEMAN - ST TX MF 114473D	PETROHAWK PROPERTIES LP	May 24 2012	951-763	TX, Reeves	48	53	3628	PSL	W/2 SW/4	All depths	80.000	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 MF 114473K	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 MF 114473E	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 MF 114473C	PETROHAWK PROPERTIES LP	May 24 2012	951-746	TX, Reeves	48	53	3628	PSL	W/2 SW/4	All depths	80.000	Active
Gateway 48	GEORGE M CROSS ST TX MF 114473L	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	LEGEND NATURAL 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	JAMES BEASLEY YOUNG III - ST TX MF 111869C	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	JAMES G CRAWFORD - ST TX MF 114473M	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 MF 114473B	PETROHAWK PROPERTIES LP	May 24 2012	951-736	TX, Reeves	48	53	3628	PSL	W/2 SW/4	All depths	80.000	Active

1100-37

EXHIBIT A
LEASES

PROSPECT	LESSOR	LESSEE	LEASE & EFFECTIVE DATE	BOOK / PAGE / DOCUMENT	STATE / COUNTY	SECTION	BLOCK	ABSTRACT	SURVEY	LEGAL DESCRIPTION	DESCRIPTIVE DEPTH	GROSS ACRES	LEASE RECORD STATUS
Gateway 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
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	561.000	Active
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
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
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
Gateway 48	RONALD DAVID 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	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
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
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
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	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

17-03-27

EXHIBIT A
LEASES

PROSPECT	LESSOR	LESSEE	LEASE & EFFECTIVE DATE	BOOK / PAGE / DOCUMENT	STATE / COUNTY	SECTION	BLOCK	ABSTRACT	SURVEY	LEGAL DESCRIPTION	DESCRIPTIVE DEPTH	GROSS ACRES	LEASE RECORD STATUS
Orbison 28	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
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	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	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	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
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	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	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
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	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 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

2100-21

**EXHIBIT A
LEASES**

PROSPECT	LESSOR	LESSEE	LEASE & EFFECTIVE DATE	BOOK / PAGE / DOCUMENT	STATE / COUNTY	SECTION	BLOCK	ABSTRACT	SURVEY	LEGAL DESCRIPTION	DESCRIPTIVE DEPTH	GROSS ACRES	LEASE RECORD STATUS
Orbison 28	WILLIAM PERRY COLEMAN - ST TX MF 117757	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
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	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
Santana 29	DONNA J SPIVEY	PETROHAWK PROPERTIES LP	Aug 12 2011	899-82	TX. Reeves	29	56	2292	PSL	All	All depths	640.000	Active
Santana 29	JANIS DEE BOURLAND HELMEY	PETROHAWK PROPERTIES LP	Aug 12 2011	899-73	TX. Reeves	29	56	2292	PSL	All	All depths	640.000	Active
Santana 29	JEFFERY ALLAN WILSON	PETROHAWK PROPERTIES LP	Aug 12 2011	899-85	TX. Reeves	29	56	2292	PSL	All	All depths	640.000	Active
Santana 29	LEWIS KEITH LYNN	PETROHAWK PROPERTIES LP	Aug 12 2011	899-64	TX. Reeves	29	56	2292	PSL	All	All depths	640.000	Active
Santana 29	MARY HUEBSCH	PETROHAWK PROPERTIES LP	Aug 12 2011	899-76	TX. Reeves	29	56	2292	PSL	All	All depths	640.000	Active
Santana 29	MICHAEL LYNN BOURLAND	PETROHAWK PROPERTIES LP	Aug 12 2011	899-67	TX. Reeves	29	56	2292	PSL	All	All depths	640.000	Active
Santana 29	TIM WILSON	PETROHAWK PROPERTIES LP	Aug 12 2011	899-70	TX. Reeves	29	56	2292	PSL	All	All depths	640.000	Active
Santana 29	TOWANA SPIVEY	PETROHAWK PROPERTIES LP	Aug 12 2011	899-61	TX. 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	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
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
Muddy Water 30	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	Active
Muddy Water 30	JANIS DEE BOURLAND HELMEY - ST TX MF 112682A	PETROHAWK PROPERTIES LP	Feb 09 2011	880-579	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	JANIS DEE BOURLAND HELMEY - ST TX MF 112682A	PETROHAWK PROPERTIES LP	Feb 09 2011	880-579	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	JEFFERY ALLAN WILSON - ST TX MF 112682D	PETROHAWK PROPERTIES LP	Feb 09 2011	880-607	TX. Reeves	30	56	2291	PSL	NE/4	Surface to 100' below the base of the Wolfcamp Formation	160.000	Active

210731

EXHIBIT A
LEASES

PROSPECT	LESSOR	LESSEE	LEASE & EFFECTIVE DATE	BOOK / PAGE / DOCUMENT	STATE / COUNTY	SECTION	BLOCK	ABSTRACT	SURVEY	LEGAL DESCRIPTION	DESCRIPTIVE DEPTH	GROSS ACRES	LEASE RECORD 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	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	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 & 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 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
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
Muddy Water 30	MICHAEL LYNN BOURLAND - ST TX MF 112682B	PETROHAWK PROPERTIES LP	Feb 09 2011	880-565	TX, Reeves	30	56	2291	PSL	SW/4	Surface to 100' below the base of the Wolfcamp Formation	160.000	Active
Muddy Water 30	MICHAEL LYNN BOURLAND - ST TX MF 112682B	PETROHAWK PROPERTIES LP	Feb 09 2011	880-565	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	MICHAEL LYNN BOURLAND - ST TX MF 112682B	PETROHAWK PROPERTIES LP	Feb 09 2011	880-565	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	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	Active

10271

EXHIBIT A
LEASES

PROSPECT	LESSOR	LESSEE	LEASE & EFFECTIVE DATE	BOOK / PAGE / DOCUMENT	STATE / COUNTY	SECTION	BLOCK	ABSTRACT	SURVEY	LEGAL DESCRIPTION	DESCRIPTIVE DEPTH	GROSS ACRES	LEASE RECORD STATUS
Muddy Water 30	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 30	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
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	Active
TOTAL												13,045.152	

2107-31

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	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

210721

EXHIBIT A-1
Easements

DOCUMENT NAME	CONTRACT DATE	GRANTOR	GRANTEE	COUNTY/STATE	LEGAL DESCRIPTION	BLOCK / SECTION	SURVEY	WELLS
Road Access Easement	Dec 01 2015	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	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 & 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 53, PSL Survey, Culberson County, Texas and ends at Texas Farm to Market road 2119 in Section 12, Block 53, 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 Gossmann, 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 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 Easement 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 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 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	Low Royalty Partners LP	Endurance Resources Holdings II LLC	Reeves County, Texas	S/2 & NE/4	53-35	PSL	
Surface Use Agreement	Sep 01 2015	Low Royalty Partners LP	Endurance Resources Holdings II LLC	Reeves County, Texas	S/2 & NE/4	53-35	PSL	
Surface 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



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 5H State Muddy Water 30 2H
Multi-Use Right-of-Way and Easement Agreement	Jul 28 2015	Janis Dee Helme	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
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 5H State Muddy Water 30 2H
Multi-Use Right-of-Way and Easement 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 5H State Muddy Water 30 2H
Multi-Use Right-of-Way and Easement 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
Multi-Use Right-of-Way and Easement 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
Multi-Use Right-of-Way and Easement 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	Santana 29 5H State Muddy Water 30 2H
Multi-Use Right-of-Way and Easement 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 5H State Muddy Water 30 2H
Multi-Use Right-of-Way and Easement 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 5H 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 5H State Muddy Water 30 2H



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	Sep 29 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 Farm & Ranch LP, Robin Lee Young, Young Cottonwood Oil & Gas LP	Endurance Resources Holdings II LLC	Reeves & Culberson County, Texas	S/2	53-41	PSL	

11-07-21

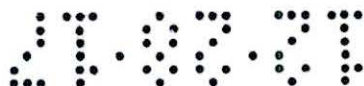
Exhibit A-2

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.



00000002869

FILED FOR RECORD
AT 11:23 O'CLOCK A. M.

ON THE 21st DAY OF Decembe
r
A.D., 2016.

Linda McDonald
COUNTY AND DISTRICT CLERK
CULBERSON COUNTY, TEXAS
BY Bosai S. S. S.
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 22 and Page 494-523
of the 0812
Records of Culberson County, Texas.



COUNTY AND DISTRICT
CLERK CULBERSON
COUNTY, TEXAS

11-21-16

ID 10547

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 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
Document on file at
Reeves County Texas,
Dianne O. Florez, County Clerk
Page 1 of 30

11.02.17

(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.

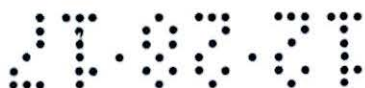
These excluded properties, rights and interests specified in the immediately preceding subsections (a) through (o), inclusive, are collectively referred to as the "**Excluded Properties.**" Grantee shall not be responsible for, and Grantor expressly retains, all liabilities related to the Excluded Properties, 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 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. 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 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 OR 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

By: 
Name: Will Crump
Title: President

GRANTEE:

Atlantic Resources II Interests LLC

By: _____
Name: R.A. Jennings
Title: Chief Executive Officer

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

11.02.21

STATE OF TEXAS

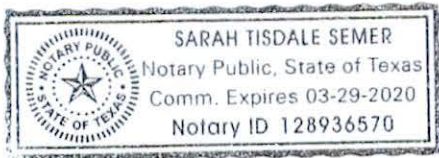
§

COUNTY OF MIDLAND

§

§

The foregoing instrument was acknowledged before me this 15TH day of DECEMBER, 2016, by Will Crump, as President of Crump Energy Partners II, LLC, a Delaware limited liability company, on behalf of the limited partnership.



Sarah Tisdale Semer

Notary Public

My Commission Expires: March 29, 2020

(Notary Seal)

STATE OF _____

§

§

COUNTY 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)

Acknowledgement Page to Assignment, Bill of Sale and Conveyance

True & Correct Copy of a
document on file at
Reeves County Texas,
Dianne O. Florez, County Clerk
Page 10 of 30

270337

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

By: _____
Name: Will Crump
Title: President

GRANTEE:

Atlantic Resources II Interests LLC

By:  _____
Name: R.A. Jennings
Title: Chief Executive Officer

STATE OF _____

§

§

COUNTY OF _____

§

The foregoing instrument was acknowledged before me this _____ day of _____, 2016, by Will Crump, as President of Crump Energy Partners II, LLC, a Delaware limited liability company, on behalf of the limited partnership.

Notary Public

My Commission Expires: _____

(Notary Seal)

STATE OF Texas

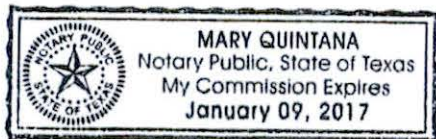
§

§

COUNTY OF Midland

§

The foregoing instrument was acknowledged before me this 16th 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.



Mary Quintana

Notary Public

My Commission Expires: 01-09-17

(Notary Seal)

Acknowledgement Page to Assignment, Bill of Sale and Conveyance

True & Correct Copy of a
document on file at
Reeves County Texas,
Dianne O. Florez, County Clerk
Page 12 of 30

210001

EXHIBIT A
LEASES

PROSPECT	LESSOR	LESSEE	LEASE & EFFECTIVE DATE	BOOK / PAGE / DOCUMENT	STATE / COUNTY	SECTION	BLOCK	ABSTRACT	SURVEY	LEGAL DESCRIPTION	DESCRIPTIVE DEPTH	GROSS ACRES	LEASE RECORD STATUS
Gateway 22	ALLISON RENEE PARKER - ST TX MF 111869E	LEGEND NATURAL GAS IV LP	Sep 01 2010	882-615	TX, Reeves	22	53	3570	PSL / HOPPER G	All	All depths	640.000	Active
Gateway 22	J LLOYD PARKER III - ST TX MF 111869B	LEGEND NATURAL GAS IV LP	Sep 01 2010	882-605	TX, Reeves	22	53	3570	PSL / HOPPER G	All	All depths	640.000	Active
Gateway 22	JAMES BEASLEY 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
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
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
Gateway 22	PAMELA PARKER CLIFTON - ST TX MF 111869A	LEGEND NATURAL GAS IV LP	Sep 01 2010	882-625	TX, Reeves	22	53	3570	PSL / HOPPER G	All	All depths	640.000	Active
Gateway 22	ROBBIN LEE YOUNG - ST TX MF 111869D	LEGEND NATURAL GAS IV LP	Sep 01 2010	882-655	TX, Reeves	22	53	3570	PSL / HOPPER G	All	All depths	640.000	Active
Johnny Cash 23	SANDRA 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
Johnny Cash 23	ST TX M 112451	ANGELLE & DONOHUE OIL & GAS PROPERTIES	Apr 05 2011	879-458	TX, Reeves	23	53	3972	PSL	S/2 & NE/4	All depths	480.750	Active
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
Allman 24	JANIS DEE BOURLAND HELMEY	PETROHAWK PROPERTIES LP	Aug 12 2011	899-73	TX, Reeves	24	53	2294	PSL	All	All depths	640.000	Active
Allman 24	JEFFERY ALLAN WILSON	PETROHAWK 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	Aug 12 2011	899-64	TX, Reeves	24	53	2294	PSL	All	All depths	640.000	Active
Allman 24	MARY HUEBSCH	PETROHAWK PROPERTIES LP	Aug 12 2011	899-76	TX, Reeves	24	53	2294	PSL	All	All depths	640.000	Active
Allman 24	MICHAEL LYNN BOURLAND	PETROHAWK PROPERTIES LP	Aug 12 2011	899-67	TX, Reeves	24	53	2294	PSL	All	All depths	640.000	Active
Allman 24	TIM WILSON	PETROHAWK PROPERTIES LP	Aug 12 2011	899-70	TX, Reeves	24	53	2294	PSL	All	All depths	640.000	Active
Allman 24	TOWANA SPIVEY	PETROHAWK PROPERTIES LP	Aug 12 2011	899-61	TX, Reeves	24	53	2294	PSL	All	All depths	640.000	Active
Allman 24	WEETONA STANLEY	PETROHAWK PROPERTIES LP	Aug 12 2011	899-79	TX, Reeves	24	53	2294	PSL	All	All depths	640.000	Active

True & Correct Copy of a
document on file at
Reeves County Texas,
Dianne O. Florez, County Clerk
Page 13 of 30



EXHIBIT A
LEASES

PROSPECT	LESSOR	LESSEE	LEASE & EFFECTIVE DATE	BOOK / PAGE / DOCUMENT	STATE / COUNTY	SECTION	BLOCK	ABSTRACT	SURVEY	LEGAL DESCRIPTION	DESCRIPTIVE DEPTH	GROSS ACRES	LEASE RECORD 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, 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	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

True & Correct Copy of a
document on file at
Reeves County Texas,
Dianne O. Florez, County Clerk
Page 14 of 30

110731

EXHIBIT A
LEASES

PROSPECT	LESSOR	LESSEE	LEASE & EFFECTIVE DATE	BOOK / PAGE / DOCUMENT	STATE / COUNTY	SECTION	BLOCK	ABSTRACT	SURVEY	LEGAL DESCRIPTION	DESCRIPTIVE DEPTH	GROSS ACRES	LEASE RECORD 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	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	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	Active
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	Active

True & Correct Copy of a
document on file at
Reeves County Texas,
Dianne O. Florez, County Clerk
Page 15 of 30

110721

EXHIBIT A
LEASES

PROSPECT	LESSOR	LESSEE	LEASE & EFFECTIVE DATE	BOOK / PAGE / DOCUMENT	STATE / COUNTY	SECTION	BLOCK	ABSTRACT	SURVEY	LEGAL DESCRIPTION	DESCRIPTIVE DEPTH	GROSS ACRES	LEASE RECORD STATUS
Allman 24	CHARLES LAWHON, JANET LAWHON, JOHN LAWHON, TRACEY SCHEIDLER	Endurance Resources Holdings II, LLC	Sep 30 2016	1330-061	TX, Reeves	25	53	3476	PSL	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 22.579 feet of lot 99, all in Block 1 of the Southwestern Development Company of Toyah, Texas Subdivision of the SE/4 of Section 25,	All depths	155.032	Active
Allman 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	All depths	180.000	Active
Allman 24	TIM WILSON	PETROHAWK PROPERTIES LP	Aug 12 2011	899-70	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	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
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

True & Correct Copy of a
document on file at
Reeves County Texas,
Dianne O. Florez, County Clerk
Page 16 of 30

11.03.21

EXHIBIT A
LEASES

PROSPECT	LESSOR	LESSEE	LEASE & EFFECTIVE DATE	BOOK / PAGE / DOCUMENT	STATE / COUNTY	SECTION	BLOCK	ABSTRACT	SURVEY	LEGAL DESCRIPTION	DESCRIPTIVE DEPTH	GROSS ACRES	LEASE RECORD STATUS
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	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	187 acs - A 3973, 374 acs - A 4129, 80 acs - A 4182	PSL	All	All depths	641.000	Active
Gateway 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	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
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
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
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
Gateway 22	PAMELA PARKER CLIFTON - ST TX MF 111869A	LEGEND NATURAL GAS IV LP	Sep 01 2010	882-625	TX, Reeves	27	53	3568	PSL / HOPPER WM	N/2 & SW/4	All depths	480.700	Active
Gateway 22	ROBBIN LEE YOUNG - ST TX MF 111869D	LEGEND NATURAL GAS IV LP	Sep 01 2010	882-655	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	1197-427	TX, 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, Culberson & 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	Jan 05 2016	1260-0195	TX, Culberson & Reeves	33	53	2	PSL	All	All depths	641.000	Active
Gateway 34	ALLISON RENEE PARKER - ST TX MF 111869E	LEGEND NATURAL GAS IV LP	Sep 01 2010	882-615	TX, 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	Sep 01 2010	882-605	TX, Reeves	34	53	3567	PSL	All	All depths	641.000	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	641.000	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	Active
Gateway 34	MICHELLE E JORDAN - ST TX MF 111869F	LEGEND NATURAL GAS IV LP	Sep 01 2010	882-635	TX, Reeves	34	53	3567	PSL	All	All depths	641.000	Active

True & Correct Copy of a
document on file at
Reeves County Texas,
Dianne O. Florez, County Clerk
Page 17 of 30

110271

EXHIBIT A
LEASES

PROSPECT	LESSOR	LESSEE	LEASE & EFFECTIVE DATE	BOOK / PAGE / DOCUMENT	STATE / COUNTY	SECTION	BLOCK	ABSTRACT	SURVEY	LEGAL DESCRIPTION	DESCRIPTIVE DEPTH	GROSS ACRES	LEASE RECORD STATUS
Gateway 34	PAMELA PARKER CLIFTON - ST TX MF 111869A	LEGEND NATURAL GAS IV LP	Sep 01 2010	882-625	TX, Reeves	34	53	3567	PSL	All	All depths	641.000	Active
Gateway 34	ROBBIN LEE 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 Blk 53 Sec 35	LOWE ROYALTY PARTNERS LP - ST TX MF 117612	ENDURANCE RESOURCES HOLDINGS II LLC	Jul 15 2015	1202-0403	TX, Reeves	35	53	3467	PSL/LL FORD	S/2 & NE/4	All depths	480.000	Active
Gateway fna Cottonwood	LOWE ROYALTY PARTNERS LP	ENDURANCE RESOURCES HOLDINGS II LLC	Jul 15 2015	1202-0403	TX, Reeves	36	53	2610	PSL	N/2	All depths	320.000	Active
Howlin Wolf Blk 53 Sec 37	LOWE ROYALTY PARTNERS LP - ST TX MF 117612	ENDURANCE RESOURCES HOLDINGS II LLC	Jul 15 2015	1202-0403	TX, Reeves	37	53	5968	PSL	W/2	All depths	320.000	Active
Gateway 38	ALLISON RENEE PARKER - ST TX MF 111869E	LEGEND NATURAL GAS IV LP	Sep 01 2010	882-615	TX, Reeves	38	53	2981	PSL	All	All depths	641.000	Active
Gateway 38	J LOYD PARKER III - ST TX MF 111869B	LEGEND NATURAL GAS IV LP	Sep 01 2010	882-605	TX, Reeves	38	53	2981	PSL	All	All depths	641.000	Active
Gateway 38	JAMES BEASLEY YOUNG III - ST TX MF 111869C	LEGEND NATURAL GAS IV LP	Sep 01 2010	882-645	TX, Reeves	38	53	2981	PSL	All	All depths	641.000	Active
Gateway 38	MCCAMEY FARM AND RANCH LP - ST TX MF 111869G	LEGEND NATURAL GAS IV LP	Sep 01 2010	882-595	TX, Reeves	38	53	2981	PSL	All	All depths	641.000	Active
Gateway 38	MICHELLE E JORDAN - ST TX MF 111869F	LEGEND NATURAL GAS IV LP	Sep 01 2010	882-635	TX, Reeves	38	53	2981	PSL	All	All depths	641.000	Active
Gateway 38	PAMELA PARKER CLIFTON - ST TX MF 111869A	LEGEND NATURAL GAS IV LP	Sep 01 2010	882-625	TX, Reeves	38	53	2981	PSL	All	All depths	641.000	Active
Gateway 38	ROBBIN LEE YOUNG - ST TX MF 111869D	LEGEND NATURAL GAS IV LP	Sep 01 2010	882-655	TX, Reeves	38	53	2981	PSL	All	All depths	641.000	Active
GLO 53 Sec 39-46	ST TX MF 117884	ENDURANCE RESOURCES HOLDINGS II LLC	Jan 05 2016	1260-0184	TX, Reeves	39	53		PSI	All	All depths	641.000	Active
GLO Sect 40	ST TX MF 118107	ENDURANCE RESOURCES HOLDINGS II LLC	Jul 19 2016		TX, Culberson & Reeves	40	53	2654	PSL	All	All depths	641.000	Active
GLO 53 Sec 39-46	ALLISON RENEE PARKER - ST TX MF 111869E	LEGEND NATURAL GAS IV LP	Sep 01 2010	882-615	TX, Reeves	46	53	2657	PSL	All	All depths	641.000	Active
GLO 53 Sec 39-46	J LOYD PARKER III - ST TX MF 111869B	LEGEND NATURAL GAS IV LP	Sep 01 2010	882-605	TX, Reeves	46	53	2657	PSL	All	All depths	641.000	Active
GLO 53 Sec 39-46	JAMES BEASLEY YOUNG III - ST TX MF 111869C	LEGEND NATURAL GAS IV LP	Sep 01 2010	882-645	TX, Reeves	46	53	2657	PSL	All	All depths	641.000	Active
GLO 53 Sec 39-46	MCCAMEY FARM AND RANCH LP - ST TX MF 111869G	LEGEND NATURAL GAS IV LP	Sep 01 2010	882-595	TX, Reeves	46	53	2657	PSL	All	All depths	641.000	Active
GLO 53 Sec 39-46	MICHELLE E JORDAN - ST TX MF 111869F	LEGEND NATURAL GAS IV LP	Sep 01 2010	882-635	TX, Reeves	46	53	2657	PSL	All	All depths	641.000	Active

True & Correct Copy of a
document on file at
Reeves County Texas,
Dianne O. Florez, County Clerk
Page 18 of 30

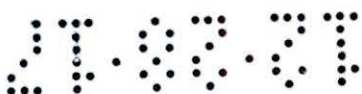


EXHIBIT A
LEASES

PROSPECT	LESSOR	LESSEE	LEASE & EFFECTIVE DATE	BOOK / PAGE / DOCUMENT	STATE / COUNTY	SECTION	BLOCK	ABSTRACT	SURVEY	LEGAL DESCRIPTION	DESCRIPTIVE DEPTH	GROSS ACRES	LEASE RECORD 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	Sep 01 2010	882-655	TX, Reeves	46	53	2657	PSL	All	All depths	641.000	Active
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
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
Gateway 38	JAMES BEASLEY YOUNG III - ST TX 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
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
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	Active
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
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	951-746	TX, Reeves	48	53	3628	PSL	W/2 SW/4	All depths	80.000	Active
Gateway 48	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
Gateway 48	J LOYD PARKER III - ST TX MF 111869B	LEGEND NATURAL 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	JAMES BEASLEY YOUNG III - ST TX MF 111869C	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	JAMES G 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

True & Correct Copy of a
document on file at
Reeves County Texas,
Dianne O. Florez, County Clerk
Page 19 of 30

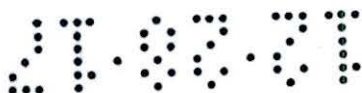


EXHIBIT A
LEASES

PROSPECT	LESSOR	LESSEE	LEASE & EFFECTIVE DATE	BOOK / PAGE / DOCUMENT	STATE / COUNTY	SECTION	BLOCK	ABSTRACT	SURVEY	LEGAL DESCRIPTION	DESCRIPTIVE DEPTH	GROSS ACRES	LEASE RECORD STATUS
Gateway 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
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	561.000	Active
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
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
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
Gateway 48	RONALD DAVID 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	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
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
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
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	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

True & Correct Copy of a
document on file at
Reeves County Texas,
Dianne O. Florez, County Clerk
Page 20 of 30

110001

EXHIBIT A
LEASES

PROSPECT	LESSOR	LESSEE	LEASE & EFFECTIVE DATE	BOOK / PAGE / DOCUMENT	STATE / COUNTY	SECTION	BLOCK	ABSTRACT	SURVEY	LEGAL DESCRIPTION	DESCRIPTIVE DEPTH	GROSS ACRES	LEASE RECORD STATUS
Orbison 28	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
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	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	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	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
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	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	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
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	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 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

True & Correct Copy of a
Document on file at
Reeves County Texas,
Dianne O. Florez, County Clerk
Page 21 of 30



**EXHIBIT A
LEASES**

PROSPECT	LESSOR	LESSEE	LEASE & EFFECTIVE DATE	BOOK / PAGE / DOCUMENT	STATE / COUNTY	SECTION	BLOCK	ABSTRACT	SURVEY	LEGAL DESCRIPTION	DESCRIPTIVE DEPTH	GROSS ACRES	LEASE RECORD STATUS
Orbison 28	WILLIAM PERRY COLEMAN - ST TX MF 117757	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
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	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
Santana 29	DONNA J SPIVEY	PETROHAWK PROPERTIES LP	Aug 12 2011	899-82	TX, Reeves	29	56	2292	PSL	All	All depths	640.000	Active
Santana 29	JANIS DEE BOURLAND HELMY	PETROHAWK PROPERTIES LP	Aug 12 2011	899-73	TX, Reeves	29	56	2292	PSL	All	All depths	640.000	Active
Santana 29	JEFFERY ALLAN WILSON	PETROHAWK PROPERTIES LP	Aug 12 2011	899-85	TX, Reeves	29	56	2292	PSL	All	All depths	640.000	Active
Santana 29	LEWIS KEITH LYNN	PETROHAWK PROPERTIES LP	Aug 12 2011	899-64	TX, Reeves	29	56	2292	PSL	All	All depths	640.000	Active
Santana 29	MARY HUEBSCH	PETROHAWK PROPERTIES LP	Aug 12 2011	899-76	TX, Reeves	29	56	2292	PSL	All	All depths	640.000	Active
Santana 29	MICHAEL LYNN BOURLAND	PETROHAWK PROPERTIES LP	Aug 12 2011	899-67	TX, Reeves	29	56	2292	PSL	All	All depths	640.000	Active
Santana 29	TIM WILSON	PETROHAWK PROPERTIES LP	Aug 12 2011	899-70	TX, Reeves	29	56	2292	PSL	All	All depths	640.000	Active
Santana 29	TOWANA SPIVEY	PETROHAWK PROPERTIES LP	Aug 12 2011	899-61	TX, 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	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
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
Muddy Water 30	JANIS DEE 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 Wolfcamp Formation	160.000	Active
Muddy Water 30	JANIS DEE BOURLAND HELMY - ST TX MF 112682A	PETROHAWK PROPERTIES LP	Feb 09 2011	880-579	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	JANIS DEE BOURLAND HELMY - ST TX MF 112682A	PETROHAWK PROPERTIES LP	Feb 09 2011	880-579	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	JEFFERY ALLAN WILSON - ST TX MF 112682D	PETROHAWK PROPERTIES LP	Feb 09 2011	880-607	TX, Reeves	30	56	2291	PSL	NE/4	Surface to 100' below the base of the Wolfcamp 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

110331

**EXHIBIT A
LEASES**

PROSPECT	LESSOR	LESSEE	LEASE & EFFECTIVE DATE	BOOK / PAGE / DOCUMENT	STATE / COUNTY	SECTION	BLOCK	ABSTRACT	SURVEY	LEGAL DESCRIPTION	DESCRIPTIVE DEPTH	GROSS ACRES	LEASE RECORD 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	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	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 & 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 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
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
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 30	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 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	Active

True & Correct Copy of a
document on file at
Reeves County Texas,
Dianne O. Florez, County Clerk
Page 23 of 30

210021

EXHIBIT A
LEASES

PROSPECT	LESSOR	LESSEE	LEASE & EFFECTIVE DATE	BOOK / PAGE / DOCUMENT	STATE / COUNTY	SECTION	BLOCK	ABSTRACT	SURVEY	LEGAL DESCRIPTION	DESCRIPTIVE DEPTH	GROSS ACRES	LEASE RECORD STATUS
Muddy Water 30	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 30	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
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	Active
TOTAL												13,045.152	

True & Correct Copy of a
document on file at
Reeves County Texas,
Dianne O. Florez, County Clerk
Page 24 of 30

11.03.21

**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	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

True & Correct Copy of a
document on file at
Reeves County Texas,
Dianne O. Florez, County Clerk
Page 25 of 30

21.07.21

EXHIBIT A-1
Easements

DOCUMENT NAME	CONTRACT DATE	GRANTOR	GRANTEE	COUNTY/STATE	LEGAL DESCRIPTION	BLOCK / SECTION	SURVEY	WELLS
Road Access Easement	Dec 01 2015	Pleasant Street Limited et al	Endurance Resources Holdings II LLC	Reeves County, Texas	SW/4 of Section 12 W/2 of Section 13	S3-12 S3-13	PSL	
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 Farm & Ranch LP, Robin Lee Young, Young Cottonwood Oil & Gas LP	Endurance Resources LLC & Endurance Resources Holdings II LLC	Reeves County, Texas	NE/4	S3-21	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 53, PSL Survey, Culberson County, Texas and ends at Texas Farm to Market road 2119 in Section 12, Block 53, PSL Survey, Reeves County, Texas	S3-21 S3-12	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 Gossmann, 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 33 NW/4NW/4 of Section 40	S3-21 S3-22 S3-28 S3-33 S3-40	PSL	State Gateway 22 2H State Gateway 21 SWD 1
Multi-Use Right-of-Way and Easement Agreement	Mar 01 2016	Robert B Kornegay	Endurance Resources Holdings II LLC	Reeves County, Texas	NW/4	S3-23	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	S3-23	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	S3-26 S3-23	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	S3-26 S3-23	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	S3-26 S3-23	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	S3-26 S3-23	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, Robin 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 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	S3-35	PSL	
Surface Use Agreement	Sep 01 2015	Lowe Royalty Partners LP	Endurance Resources Holdings II LLC	Reeves County, Texas	S/2 & NE/4	S3-35	PSL	
Surface Use and Drill Site Agreement	Mar 4 2016	JWM Minerals, LLC	Endurance Resources Holdings II LLC	Reeves County, Texas	NE/4	S6-28	PSL	Orbison 28 6H

True & Correct Copy of a
document on file at
Reeves County Texas,
Dianne O. Florez, County Clerk
Page 26 of 30

210021

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 5H 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	56-29 56-30 53-24 53-25	PSL	Santana 29 5H 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 5H State Muddy Water 30 2H
Multi-Use Right-of-Way and Easement 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 5H State Muddy Water 30 2H
Multi-Use Right-of-Way and Easement 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
Multi-Use Right-of-Way and Easement 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
Multi-Use Right-of-Way and Easement 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	Santana 29 5H State Muddy Water 30 2H
Multi-Use Right-of-Way and Easement 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 5H State Muddy Water 30 2H
Multi-Use Right-of-Way and Easement 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 5H 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 5H State Muddy Water 30 2H

True & Correct Copy of a
document on file at
Reeves County Texas,
Dianne O. Florez, County Clerk
Page 27 of 30

27.03.27

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	Sep 29 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 Farm & Ranch LP, Robin Lee Young, Young Cottonwood Oil & Gas LP	Endurance Resources Holdings II LLC	Reeves & Culberson County, Texas	S/2	53-41	PSL	

True & Correct Copy of a
document on file at
Reeves County Texas,
Dianne O. Florez, County Clerk
Page 28 of 30

11.03.11

Exhibit A-2

None.

11.02.21

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
By: RL Youena Ryles DEPUTY

520021 000006 18741008.5

11.03.17

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

46

MF 111 869

File No.

Assign # 10547

Camp (w) A-140-12

3-5-18

Date Filed:

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

Assignment, Bulk Sale, Conveyance 12-15-16
Filed for record in my office this 21st day of December at 8:54 M., under Clerk's File No. 116-17758, to be recorded in the

Official Public Records
Records of Reeves County, Texas.

TO CERTIFY WHICH, Witness my hand and official seal at Pecos, Texas
this 21st day of December, 2016.

By Honenna Ryles, Deputy.

DIANNE O. FLOREZ, COUNTY CLERK
REEVES COUNTY, TEXAS

155011



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

ID 10548

NF 11869 et al
all

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").

eff 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:

(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



True and Correct

copy of
Original filed in
Culbertson County
Texas

12/21/16



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



True and Correct
Original filed in
Colusa County
Clerk's Office

12-21-14

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;

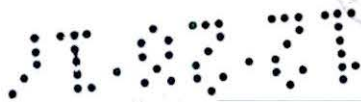
(l) all seismic, geological or geophysical information constituting proprietary data, studies, core samples, maps, related technical data and any other seismic, geological or geophysical information covering or related to the Oil and Gas Properties which the Grantor is not prohibited by agreement from 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**."



True and correct
Original filed in
Culberson County
Clerk's Office
12-21-16



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;



True and Correct
copy
Original filed in
Clallam County
Clerk's Office

12.16

(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



True and Correct
copy of
Original filed in
Culberson County
Clerk's Office
12.21.16



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. 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 AND SUBSURFACE, INCLUDING BUT NOT LIMITED TO CONDITIONS SPECIFICALLY RELATED TO THE PRESENCE OR RELEASE OF HAZARDOUS MATERIAL,



True and Correct
Copy of
Original filed in
County of
State of Texas
12-21-16

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 OR 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



True and Correct
12.21.16

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.]

21.07.21



True and Correct
copy of
Original Filed in
California County
Clerk's Office
12.21.16

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

21.07.21



True and Correct
Copy of
Original filed in
Tarrant County
Clerk's Office

12.21.16

STATE OF OKLAHOMA

§

§

COUNTY OF TULSA

§

The foregoing instrument was acknowledged before me this 15th day of December, 2016, by Stephen J. Heyman, Manager of Nadel and Gussman Management, LLC, Manager of Nadel and Gussman Permian, L.L.C, an Oklahoma limited liability company, on behalf of the limited liability company.

Paula L. Skidmore

Notary Public

My Commission Expires: 07-21-2020

(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

21.07.21



True and Correct
Original filed in
Culbertson County
12.21.16

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

11.03.11

True and Correct
Copy of
Original filed in
Curlew County
12.21.16

STATE OF OKLAHOMA

§

§

COUNTY OF _____

§

The foregoing instrument was acknowledged before me this _____ day of December, 2016, by Stephen J. Heyman, Manager of Nadel and Gussman Management, LLC, Manager of Nadel and Gussman Permian, L.L.C, an Oklahoma limited liability company, on behalf of the limited liability company.

Notary Public

My Commission Expires: _____

(Notary Seal)

STATE OF TEXAS

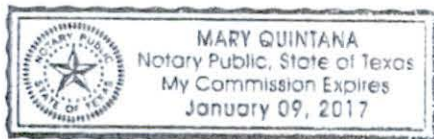
§

§

COUNTY OF Midland

§

The foregoing instrument was acknowledged before me this 16th 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.



Mary Quintana
Notary Public

(Notary Seal)

Acknowledgement Page to Assignment, Bill of Sale and Conveyance

11.03.17

True and Correct
Copy of
Original filed in
Culbertson County
Chris Office
12-21-16

EXHIBIT A
LEASES

PROSPECT	LESSOR	LESSEE	LEASE & EFFECTIVE DATE	BOOK / PAGE / DOCUMENT	STATE / COUNTY	SECTION	BLOCK	ABSTRACT	SURVEY	LEGAL DESCRIPTION	DESCRIPTIVE DEPTH	GROSS ACRES	LEASE RECORD STATUS
Gateway 22	ALLISON RENEE PARKER - ST TX MF 111869E	LEGEND NATURAL GAS IV LP	Sep 01 2010	882-615	TX. Reeves	22	53	3570	PSL / HOPPER G	All	All depths	640.000	Active
Gateway 22	J LOYD PARKER III - ST TX MF 111869B	LEGEND NATURAL GAS IV LP	Sep 01 2010	882-605	TX. Reeves	22	53	3570	PSL / HOPPER G	All	All depths	640.000	Active
Gateway 22	JAMES BEASLEY 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
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
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
Gateway 22	PAMELA PARKER CLIFTON - ST TX MF 111869A	LEGEND NATURAL GAS IV LP	Sep 01 2010	882-825	TX. Reeves	22	53	3570	PSL / HOPPER G	All	All depths	640.000	Active
Gateway 22	ROBBIN LEE YOUNG - ST TX MF 111869D	LEGEND NATURAL GAS IV LP	Sep 01 2010	882-655	TX. Reeves	22	53	3570	PSL / HOPPER G	All	All depths	640.000	Active
Johnny Cash 23	SANDRA 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
Johnny Cash 23	ST TX M 112451	ANGELLE & DONOHUE OIL & GAS PROPERTIES	Apr 05 2011	879-458	TX. Reeves	23	53	3972	PSL	S/2 & NE/4	All depths	480.750	Active
Aliman 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	JANIS DEE BOURLAND HELMEY	PETROHAWK PROPERTIES LP	Aug 12 2011	899-73	TX. Reeves	24	53	2294	PSL	All	All depths	640.000	Active
Aliman 24	JEFFERY ALLAN WILSON	PETROHAWK PROPERTIES LP	Aug 12 2011	899-85	TX. Reeves	24	53	2294	PSL	All	All depths	640.000	Active
Aliman 24	LEWIS KEITH LYNN	PETROHAWK PROPERTIES LP	Aug 12 2011	899-64	TX. Reeves	24	53	2294	PSL	All	All depths	640.000	Active
Aliman 24	MARY HUEBSCH	PETROHAWK PROPERTIES LP	Aug 12 2011	899-76	TX. Reeves	24	53	2294	PSL	All	All depths	640.000	Active
Aliman 24	MICHAEL LYNN BOURLAND	PETROHAWK PROPERTIES LP	Aug 12 2011	899-67	TX. Reeves	24	53	2294	PSL	All	All depths	640.000	Active
Aliman 24	TIM WILSON	PETROHAWK PROPERTIES LP	Aug 12 2011	899-70	TX. Reeves	24	53	2294	PSL	All	All depths	640.000	Active
Aliman 24	TOWANA SPIVEY	PETROHAWK PROPERTIES LP	Aug 12 2011	899-61	TX. Reeves	24	53	2294	PSL	All	All depths	640.000	Active
Aliman 24	WEETONA STANLEY	PETROHAWK PROPERTIES LP	Aug 12 2011	899-79	TX. Reeves	24	53	2294	PSL	All	All depths	640.000	Active

2011



True and Correct
Original filed in
Colleton County
Clerks Office
12-21-16

EXHIBIT A
LEASES

PROSPECT	LESSOR	LESSEE	LEASE & EFFECTIVE DATE	BOOK / PAGE / DOCUMENT	STATE / COUNTY	SECTION	BLOCK	ABSTRACT	SURVEY	LEGAL DESCRIPTION	DESCRIPTIVE DEPTH	GROSS ACRES	LEASE RECORD 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, 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	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

11.02.21



True and Correct
Copy of
Certified in
Colorado County
Clerks Office
12/21/16

EXHIBIT A
LEASES

PROSPECT	LESSOR	LESSEE	LEASE & EFFECTIVE DATE	BOOK / PAGE / DOCUMENT	STATE / COUNTY	SECTION	BLOCK	ABSTRACT	SURVEY	LEGAL DESCRIPTION	DESCRIPTIVE DEPTH	GROSS ACRES	LEASE RECORD 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	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	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	Active
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	Active

11.03.21

True and Correct
12.21.16

EXHIBIT A
LEASES

PROSPECT	LESSOR	LESSEE	LEASE & EFFECTIVE DATE	BOOK / PAGE / DOCUMENT	STATE / COUNTY	SECTION	BLOCK	ABSTRACT	SURVEY	LEGAL DESCRIPTION	DESCRIPTIVE DEPTH	GROSS ACRES	LEASE RECORD STATUS
Allman 24	CHARLES LAWHON, JANET LAWHON, JOHN LAWHON TRACEY SCHEIDLER	Endurance Resources Holdings II, LLC	Sep 30 2016	1330-061	TX, Reeves	25	53	3476	PSL	SE 1/4 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 22 575 feet of lot 99, all in Block 1 of the Southwestern Development Company of Toyah, Texas Subdivision of the SE 1/4 of Section 25.	All depths	155.032	Active
Allman 24	TIM WILSON	PETROHAWK PROPERTIES LP	Aug 12 2011	899-70	TX, Reeves	25	53	2293	PSL	NW 1/4 NW 1/4, S 1/2 NW 1/4, N 1/2 SW 1/4 & N 1/2 S 1/2 NW 1/4	All depths	180.000	Active
Allman 24	TIM WILSON	PETROHAWK PROPERTIES LP	Aug 12 2011	899-70	TX, Reeves	25	53	2293	PSL	NE 1/4 & NE 1/4 NW 1/4, S 1/2 SW 1/4 & S 1/2 S 1/2 NW 1/4	All depths	300.000	Active
Allman 24	TOWANA SPIVEY	PETROHAWK PROPERTIES LP	Aug 12 2011	899-61	TX, Reeves	25	53	2293	PSL	NW 1/4 NW 1/4, S 1/2 NW 1/4, N 1/2 SW 1/4 & N 1/2 S 1/2 NW 1/4	All depths	180.000	Active
Allman 24	TOWANA SPIVEY	PETROHAWK PROPERTIES LP	Aug 12 2011	899-61	TX, Reeves	25	53	2293	PSL	NE 1/4 & NE 1/4 NW 1/4, S 1/2 SW 1/4 & S 1/2 S 1/2 NW 1/4	All depths	300.000	Active
Allman 24	WEETONA STANLEY	PETROHAWK PROPERTIES LP	Aug 12 2011	899-79	TX, Reeves	25	53	2293	PSL	NW 1/4 NW 1/4, S 1/2 NW 1/4, N 1/2 SW 1/4 & N 1/2 S 1/2 NW 1/4	All depths	180.000	Active

17.03.27

True and Correct
copy of
Original filed in
County of Reeves
State of Texas
12.21.16

EXHIBIT A
LEASES

PROSPECT	LESSOR	LESSEE	LEASE & EFFECTIVE DATE	BOOK / PAGE / DOCUMENT	STATE / COUNTY	SECTION	BLOCK	ABSTRACT	SURVEY	LEGAL DESCRIPTION	DESCRIPTIVE DEPTH	GROSS ACRES	LEASE RECORD STATUS
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	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	187 acs - A 3973 374 acs - A 4129 80 acs - A 4182	PSL	All	All depths	641.000	Active
Gateway 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	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
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
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
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
Gateway 22	PAMELA PARKER CLIFTON - ST TX MF 111869A	LEGEND NATURAL GAS IV LP	Sep 01 2010	882-625	TX, Reeves	27	53	3568	PSL / HOPPER WM	N/2 & SW/4	All depths	480.700	Active
Gateway 22	ROBBIN LEE YOUNG - ST TX MF 111869D	LEGEND NATURAL GAS IV LP	Sep 01 2010	882-655	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	1197-427	TX, 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, Culberson & 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	Jan 05 2016	1260-0195	TX, Culberson & Reeves	33	53	2	PSL	All	All depths	641.000	Active
Gateway 34	ALLISON RENEE PARKER - ST TX MF 111869E	LEGEND NATURAL GAS IV LP	Sep 01 2010	882-615	TX, 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	Sep 01 2010	882-605	TX, Reeves	34	53	3567	PSL	All	All depths	641.000	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	641.000	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	Active
Gateway 34	MICHELLE E JORDAN - ST TX MF 111869F	LEGEND NATURAL GAS IV LP	Sep 01 2010	882-635	TX, Reeves	34	53	3567	PSL	All	All depths	641.000	Active

11.03.21



True and Correct
12.21.16

EXHIBIT A
LEASES

PROSPECT	LESSOR	LESSEE	LEASE & EFFECTIVE DATE	BOOK / PAGE / DOCUMENT	STATE / COUNTY	SECTION	BLOCK	ABSTRACT	SURVEY	LEGAL DESCRIPTION	DESCRIPTIVE DEPTH	GROSS ACRES	LEASE RECORD STATUS
Gateway 34	PAMELA PARKER CLIFTON - ST TX MF 111869A	LEGEND NATURAL GAS IV LP	Sep 01 2010	882-625	TX. Reeves	34	53	3567	PSL	All	All depths	641 000	Active
Gateway 34	ROBBIN LEE 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 Blk 53 Sec 35	LOWE ROYALTY PARTNERS LP - ST TX MF 117612	ENDURANCE RESOURCES HOLDINGS II LLC	Jul 15 2015	1202-0403	TX. Reeves	35	53	3467	PSL/LL FORD	S/2 & NE/4	All depths	480 000	Active
Gateway fna Cottonwood	LOWE ROYALTY PARTNERS LP	ENDURANCE RESOURCES HOLDINGS II LLC	Jul 15 2015	1202-0403	TX. Reeves	36	53	2610	PSL	N/2	All depths	320 000	Active
Howlin Wolf Blk 53 Sec 37	LOWE ROYALTY PARTNERS LP - ST TX MF 117612	ENDURANCE RESOURCES HOLDINGS II LLC	Jul 15 2015	1202-0403	TX. Reeves	37	53	5968	PSL	W/2	All depths	320 000	Active
Gateway 38	ALLISON RENEE PARKER - ST TX MF 111869E	LEGEND NATURAL GAS IV LP	Sep 01 2010	882-615	TX. Reeves	38	53	2981	PSL	All	All depths	641 000	Active
Gateway 38	J LOYD PARKER III - ST TX MF 111869B	LEGEND NATURAL GAS IV LP	Sep 01 2010	882-605	TX. Reeves	38	53	2981	PSL	All	All depths	641 000	Active
Gateway 38	JAMES BEASLEY YOUNG III - ST TX MF 111869C	LEGEND NATURAL GAS IV LP	Sep 01 2010	882-645	TX. Reeves	38	53	2981	PSL	All	All depths	641 000	Active
Gateway 38	MCCAMEY FARM AND RANCH LP - ST TX MF 111869G	LEGEND NATURAL GAS IV LP	Sep 01 2010	882-595	TX. Reeves	38	53	2981	PSL	All	All depths	641 000	Active
Gateway 38	MICHELLE E JORDAN - ST TX MF 111869F	LEGEND NATURAL GAS IV LP	Sep 01 2010	882-635	TX. Reeves	38	53	2981	PSL	All	All depths	641 000	Active
Gateway 38	PAMELA PARKER CLIFTON - ST TX MF 111869A	LEGEND NATURAL GAS IV LP	Sep 01 2010	882-625	TX. Reeves	38	53	2981	PSL	All	All depths	641 000	Active
Gateway 38	ROBBIN LEE YOUNG - ST TX MF 111869D	LEGEND NATURAL GAS IV LP	Sep 01 2010	882-655	TX. Reeves	38	53	2981	PSL	All	All depths	641 000	Active
GLO 53 Sec 39-46	ST TX MF 117884	ENDURANCE RESOURCES HOLDINGS II LLC	Jan 05 2016	1260-0184	TX. Reeves	39	53		PSI	All	All depths	641 000	Active
GLO Sect 40	ST TX MF 118107	ENDURANCE RESOURCES HOLDINGS II LLC	Jul 19 2016		TX. Culberson & Reeves	40	53	2654	PSL	All	All depths	641 000	Active
GLO 53 Sec 39-46	ALLISON RENEE PARKER - ST TX MF 111869E	LEGEND NATURAL GAS IV LP	Sep 01 2010	882-615	TX. Reeves	46	53	2657	PSL	All	All depths	641 000	Active
GLO 53 Sec 39-46	J LOYD PARKER III - ST TX MF 111869B	LEGEND NATURAL GAS IV LP	Sep 01 2010	882-605	TX. Reeves	46	53	2657	PSL	All	All depths	641 000	Active
GLO 53 Sec 39-46	JAMES BEASLEY YOUNG III - ST TX MF 111869C	LEGEND NATURAL GAS IV LP	Sep 01 2010	882-645	TX. Reeves	46	53	2657	PSL	All	All depths	641 000	Active
GLO 53 Sec 39-46	MCCAMEY FARM AND RANCH LP - ST TX MF 111869G	LEGEND NATURAL GAS IV LP	Sep 01 2010	882-595	TX. Reeves	46	53	2657	PSL	All	All depths	641 000	Active
GLO 53 Sec 39-46	MICHELLE E JORDAN - ST TX MF 111869F	LEGEND NATURAL GAS IV LP	Sep 01 2010	882-635	TX. Reeves	46	53	2657	PSL	All	All depths	641 000	Active

110331

True and Correct
12-21-16

EXHIBIT A
LEASES

PROSPECT	LESSOR	LESSEE	LEASE & EFFECTIVE DATE	BOOK / PAGE / DOCUMENT	STATE / COUNTY	SECTION	BLOCK	ABSTRACT	SURVEY	LEGAL DESCRIPTION	DESCRIPTIVE DEPTH	GROSS ACRES	LEASE RECORD 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	Sep 01 2010	882-655	TX, Reeves	46	53	2657	PSL	All	All depths	641 000	Active
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
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
Gateway 38	JAMES BEASLEY YOUNG III - ST TX 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
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
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	Active
Gateway 48	ALAN R ZEMAN - ST TX MF 114473D	PETROHAWK PROPERTIES LP	May 24 2012	951-763	TX, Reeves	48	53	3628	PSL	W/2 SW/4	All depths	80 000	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 MF 114473K	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 MF 114473E	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 MF 114473C	PETROHAWK PROPERTIES LP	May 24 2012	951-746	TX, Reeves	48	53	3628	PSL	W/2 SW/4	All depths	80 000	Active
Gateway 48	GEORGE M CROSS - ST TX MF 114473L	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	LEGEND NATURAL 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	JAMES BEASLEY YOUNG III - ST TX MF 111869C	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	JAMES G CRAWFORD - ST TX MF 114473M	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 MF 114473B	PETROHAWK PROPERTIES LP	May 24 2012	951-736	TX, Reeves	48	53	3628	PSL	W/2 SW/4	All depths	80 000	Active

11869

True and Correct
Copy filed in
County of
Clerks Office
12-21-16

EXHIBIT A
LEASES

PROSPECT	LESSOR	LESSEE	LEASE & EFFECTIVE DATE	BOOK / PAGE / DOCUMENT	STATE / COUNTY	SECTION	BLOCK	ABSTRACT	SURVEY	LEGAL DESCRIPTION	DESCRIPTIVE DEPTH	GROSS ACRES	LEASE RECORD STATUS
Gateway 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
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	561 000	Active
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
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
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
Gateway 48	RONALD DAVID 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	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
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
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
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	315 140	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

11.03.11

True and Correct
12.21.16

EXHIBIT A
LEASES

PROSPECT	LESSOR	LESSEE	LEASE & EFFECTIVE DATE	BOOK / PAGE / DOCUMENT	STATE / COUNTY	SECTION	BLOCK	ABSTRACT	SURVEY	LEGAL DESCRIPTION	DESCRIPTIVE DEPTH	GROSS ACRES	LEASE RECORD STATUS
Orbison 28	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
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	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	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	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
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	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	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
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	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 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

110731

True and Correct
Original Filed in
Orbison County
Records Office
12-21-16

EXHIBIT A
LEASES

PROSPECT	LESSOR	LESSEE	LEASE & EFFECTIVE DATE	BOOK / PAGE / DOCUMENT	STATE / COUNTY	SECTION	BLOCK	ABSTRACT	SURVEY	LEGAL DESCRIPTION	DESCRIPTIVE DEPTH	GROSS ACRES	LEASE RECORD STATUS
Orbison 28	WILLIAM PERRY COLEMAN - ST TX MF 117757	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
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	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
Santana 29	DONNA J SPIVEY	PETROHAWK PROPERTIES LP	Aug 12 2011	899-82	TX, Reeves	29	56	2292	PSL	All	All depths	640 000	Active
Santana 29	JANIS DEE BOURLAND HELMEY	PETROHAWK PROPERTIES LP	Aug 12 2011	899-73	TX, Reeves	29	56	2292	PSL	All	All depths	640 000	Active
Santana 29	JEFFERY ALLAN WILSON	PETROHAWK PROPERTIES LP	Aug 12 2011	899-85	TX, Reeves	29	56	2292	PSL	All	All depths	640 000	Active
Santana 29	LEWIS KEITH LYNN	PETROHAWK PROPERTIES LP	Aug 12 2011	899-64	TX, Reeves	29	56	2292	PSL	All	All depths	640 000	Active
Santana 29	MARY HUEBSCH	PETROHAWK PROPERTIES LP	Aug 12 2011	899-76	TX, Reeves	29	56	2292	PSL	All	All depths	640 000	Active
Santana 29	MICHAEL LYNN BOURLAND	PETROHAWK PROPERTIES LP	Aug 12 2011	899-67	TX, Reeves	29	56	2292	PSL	All	All depths	640 000	Active
Santana 29	TIM WILSON	PETROHAWK PROPERTIES LP	Aug 12 2011	899-70	TX, Reeves	29	56	2292	PSL	All	All depths	640 000	Active
Santana 29	TOWANA SPIVEY	PETROHAWK PROPERTIES LP	Aug 12 2011	899-61	TX, 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	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
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
Muddy Water 30	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	Active
Muddy Water 30	JANIS DEE BOURLAND HELMEY - ST TX MF 112682A	PETROHAWK PROPERTIES LP	Feb 09 2011	880-579	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	JANIS DEE BOURLAND HELMEY - ST TX MF 112682A	PETROHAWK PROPERTIES LP	Feb 09 2011	880-579	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	JEFFERY ALLAN WILSON - ST TX MF 112682D	PETROHAWK PROPERTIES LP	Feb 09 2011	880-607	TX, Reeves	30	56	2291	PSL	NE/4	Surface to 100' below the base of the Wolfcamp Formation	160 000	Active

110777



True and correct
Original filed
Clerk's Office
12/21/16

EXHIBIT A
LEASES

PROSPECT	LESSOR	LESSEE	LEASE & EFFECTIVE DATE	BOOK / PAGE / DOCUMENT	STATE / COUNTY	SECTION	BLOCK	ABSTRACT	SURVEY	LEGAL DESCRIPTION	DESCRIPTIVE DEPTH	GROSS ACRES	LEASE RECORD 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	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	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 & 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 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
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
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 30	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 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	Active

110731



True and correct
Certified in
County Clerk's Office
12-21-16

EXHIBIT A
LEASES

PROSPECT	LESSOR	LESSEE	LEASE & EFFECTIVE DATE	BOOK / PAGE / DOCUMENT	STATE / COUNTY	SECTION	BLOCK	ABSTRACT	SURVEY	LEGAL DESCRIPTION	DESCRIPTIVE DEPTH	GROSS ACRES	LEASE RECORD STATUS
Muddy Water 30	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 30	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
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	Active
TOTAL												13.045.152	

11.07.21



True and Correct
12.21.16

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	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

210001
12.21.14
True and Correct
Office of the
County Clerk
Cullman County
Alabama

EXHIBIT A-1
Easements

DOCUMENT NAME	CONTRACT DATE	GRANTOR	GRANTEE	COUNTY/STATE	LEGAL DESCRIPTION	BLOCK / SECTION	SURVEY	WELLS
Road Access Easement	Dec 01 2015	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	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 & Endurance Resources Holdings II LLC	Reeves County, Texas	NL/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 53, PSL Survey, Culberson County, Texas and ends at Texas Farm to Market road 2119 in Section 12, Block 53, 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 Gossmann, 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 33 NW/4NW/4 of Section 40	53-21 53-22 53-28 53-33 53-40	PSL	State Gateway 21 2H State Gateway 21 SWD 1
Multi-Use Right-of-Way and Easement 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 Texas General Land Office	Endurance Resources LLC	Reeves County, Texas	E/2 of Section 26 N/2 & E/2 of Section 28	53-26 53-28	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 28	53-26 53-28	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 28	53-26 53-28	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 28	53-26 53-28	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, Robin Lee Young, James Beasley Young, Michelle E Jordan	Legend Natural Gas IV LP	Reeves & Culberson County, Texas	Cottonwood Ranch	Cottonwood Ranch	PSL	State Gateway 21 2H State BB 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	Lowie Royalty Partners LP	Endurance Resources Holdings II LLC	Reeves County, Texas	S/2 & NE/4	53-35	PSL	
Surface Use Agreement	Sep 01 2015	Lowie Royalty Partners LP	Endurance Resources Holdings II LLC	Reeves County, Texas	S/2 & NE/4	53-35	PSL	
Surface Use and Drill Site Agreement	Mar 4 2016	IWM Minerals, LLC	Endurance Resources Holdings II LLC	Reeves County, Texas	NE/4	56-28	PSL	Orbison 28 6H

True and Correct
Original
12.21.16

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	Gribson 28 6H
Multi-Use Right-of-Way and Easement Agreement	Jul 26 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 5H State Muddy Water 30 2H
Multi-Use Right-of-Way and Easement Agreement	Jul 26 2015	Jani Dee Helmev	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
Multi-Use Right-of-Way and Easement Agreement	Jul 26 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 5H State Muddy Water 30 2H
Multi-Use Right-of-Way and Easement Agreement	Jul 26 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 5H State Muddy Water 30 2H
Multi-Use Right-of-Way and Easement Agreement	Jul 26 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
Multi-Use Right-of-Way and Easement Agreement	Jul 26 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
Multi-Use Right-of-Way and Easement Agreement	Jul 26 2015	Tim J 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 5H State Muddy Water 30 2H
Multi-Use Right-of-Way and Easement Agreement	Jul 26 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 5H State Muddy Water 30 2H
Multi-Use Right-of-Way and Easement Agreement	Jul 26 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 5H State Muddy Water 30 2H
Multi-Use Right-of-Way and Easement Agreement	Jul 26 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 5H State Muddy Water 30 2H

True and Correct
Original in
County of Reeves
State of Texas
2016
12-21-16

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	Sep 29 2015	Estate of Lloyd Parker III, Allison Renee Parker, Michelle Elise Parker Jordan, Pamela Parker Clifton, Christopher Matthew Clifton, Caie 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	S/2	53-41	PSL	



True and Correct
Clerk of the County of
Culberson, Texas

[Handwritten Signature]
21.16

21.08.01

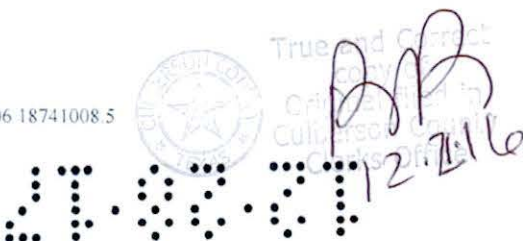
Exhibit A-2

None.

True and Correct
Original
Cult
21.02.16
21.02.16

Excluded Properties

- 520021 000006 18741008.5



Original Was:
00000002872

FILED FOR RECORD
AT 11:23 O'CLOCK A. M.
ON THE 21st DAY OF December
A.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
Volume _____ and Page _____
of the _____
Records of Culberson County, Texas.



COUNTY AND DISTRICT
CLERK CULBERSON
COUNTY, TEXAS

Linda McDonald
COUNTY AND DISTRICT CLERK
CULBERSON COUNTY, TEXAS

BY _____ DEPUTY

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 Assign, B of S, & Co. dated 16th December,
2016 filed for record in my office this 21st day of December,
21st at 11:23 A.M., under Clerk's File No. 2872 to be
recorded in the DP12 Records of Culberson County,
Texas.

TO CERTIFY WHICH Witness my hand and seal at Van Horn this 21st
day of December, 2016
By Rosa Deyo Deputy LINDA McDONALD, COUNTY CLERK
CULBERSON COUNTY, TEXAS

21.02.21

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

ID 10548

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



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

10630

110031

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



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

2 of 30

210331

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**."



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

3 of 30

110731

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



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

5 of 30

11.03.21

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. 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 AND SUBSURFACE, INCLUDING BUT NOT LIMITED TO CONDITIONS SPECIFICALLY RELATED TO THE PRESENCE OR RELEASE OF HAZARDOUS MATERIAL,



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

110331

6 of 30

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 OR 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



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

7 of 30

11.03.11

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.]



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

21.03.21

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:

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



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

21.07.21

9 of 30

STATE OF OKLAHOMA

§

§

COUNTY OF TULSA

§

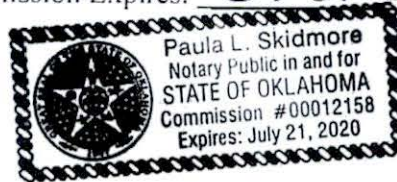
The foregoing instrument was acknowledged before me this 15th day of December, 2016, by Stephen J. Heyman, Manager of Nadel and Gussman Management, LLC, Manager of Nadel and Gussman Permian, L.L.C, an Oklahoma limited liability company, on behalf of the limited liability company.

Paula L. Skidmore

Notary Public

My Commission Expires: 07-21-2020

(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



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

27.07.27

10 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:

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



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

27.03.27

11 of 30

STATE OF OKLAHOMA

§

§

COUNTY OF _____

§

The foregoing instrument was acknowledged before me this _____ day of December, 2016, by Stephen J. Heyman, Manager of Nadel and Gussman Management, LLC, Manager of Nadel and Gussman Permian, L.L.C., an Oklahoma limited liability company, on behalf of the limited liability company.

Notary Public

My Commission Expires: _____

(Notary Seal)

STATE OF TEXAS

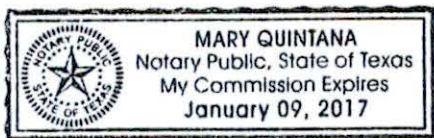
§

§

COUNTY OF Midland

§

The foregoing instrument was acknowledged before me this 16th 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.



Mary Quintana
Notary Public

(Notary Seal)

Acknowledgement Page to Assignment, Bill of Sale and Conveyance



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

11.07.17

12 of 30

**EXHIBIT A
LEASES**

PROSPECT	LESSOR	LESSEE	LEASE & EFFECTIVE DATE	BOOK / PAGE / DOCUMENT	STATE / COUNTY	SECTION	BLOCK	ABSTRACT	SURVEY	LEGAL DESCRIPTION	DESCRIPTIVE DEPTH	GROSS ACRES	LEASE RECORD STATUS
Gateway 22	ALLISON RENEE PARKER - ST TX MF 111869E	LEGEND NATURAL GAS IV LP	Sep 01 2010	882-615	TX, Reeves	22	53	3570	PSL / HOPPER G	All	All depths	640.000	Active
Gateway 22	J LOYD PARKER III - ST TX MF 111869B	LEGEND NATURAL GAS IV LP	Sep 01 2010	882-605	TX, Reeves	22	53	3570	PSL / HOPPER G	All	All depths	640.000	Active
Gateway 22	JAMES BEASLEY 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
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
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
Gateway 22	PAMELA PARKER CLIFTON - ST TX MF 111869A	LEGEND NATURAL GAS IV LP	Sep 01 2010	882-625	TX, Reeves	22	53	3570	PSL / HOPPER G	All	All depths	640.000	Active
Gateway 22	ROBBIN LEE YOUNG - ST TX MF 111869D	LEGEND NATURAL GAS IV LP	Sep 01 2010	882-655	TX, Reeves	22	53	3570	PSL / HOPPER G	All	All depths	640.000	Active
Johnny Cash 23	SANDRA 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
Johnny Cash 23	ANGELLE & DONOHUE OIL & GAS ST TX M 112451	PETROHAWK PROPERTIES LP	Apr 05 2011	879-458	TX, Reeves	23	53	3972	PSL	S/2 & NE/4	All depths	480.750	Active
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
Allman 24	JANIS DEE BOURLAND HELMEY	PETROHAWK PROPERTIES LP	Aug 12 2011	899-73	TX, Reeves	24	53	2294	PSL	All	All depths	640.000	Active
Allman 24	JEFFERY ALLAN WILSON	PETROHAWK 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	Aug 12 2011	899-64	TX, Reeves	24	53	2294	PSL	All	All depths	640.000	Active
Allman 24	MARY HUEBSCH	PETROHAWK PROPERTIES LP	Aug 12 2011	899-76	TX, Reeves	24	53	2294	PSL	All	All depths	640.000	Active
Allman 24	MICHAEL LYNN BOURLAND	PETROHAWK PROPERTIES LP	Aug 12 2011	899-67	TX, Reeves	24	53	2294	PSL	All	All depths	640.000	Active
Allman 24	TIM WILSON	PETROHAWK PROPERTIES LP	Aug 12 2011	899-70	TX, Reeves	24	53	2294	PSL	All	All depths	640.000	Active
Allman 24	TOWANA SPIVEY	PETROHAWK PROPERTIES LP	Aug 12 2011	899-61	TX, Reeves	24	53	2294	PSL	All	All depths	640.000	Active
Allman 24	WEETONA STANLEY	PETROHAWK PROPERTIES LP	Aug 12 2011	899-79	TX, Reeves	24	53	2294	PSL	All	All depths	640.000	Active



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

13 of 30

2023

EXHIBIT A
LEASES

PROSPECT	LESSOR	LESSEE	LEASE & EFFECTIVE DATE	BOOK / PAGE / DOCUMENT	STATE / COUNTY	SECTION	BLOCK	ABSTRACT	SURVEY	LEGAL DESCRIPTION	DESCRIPTIVE DEPTH	GROSS ACRES	LEASE RECORD 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, 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	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

110221



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

149830

EXHIBIT A
LEASES

PROSPECT	LESSOR	LESSEE	LEASE & EFFECTIVE DATE	BOOK / PAGE / DOCUMENT	STATE / COUNTY	SECTION	BLOCK	ABSTRACT	SURVEY	LEGAL DESCRIPTION	DESCRIPTIVE DEPTH	GROSS ACRES	LEASE RECORD 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	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	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	Active
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	Active



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

11.03.21

15 of 30

EXHIBIT A
LEASES

PROSPECT	LESSOR	LESSEE	LEASE & EFFECTIVE DATE	BOOK / PAGE / DOCUMENT	STATE / COUNTY	SECTION	BLOCK	ABSTRACT	SURVEY	LEGAL DESCRIPTION	DESCRIPTIVE DEPTH	GROSS ACRES	LEASE RECORD STATUS
Allman 24	CHARLES LAWHON, JANET LAWHON, JOHN LAWHON, TRACEY SCHEIDLER	Endurance Resources Holdings II, LLC	Sep 30 2016	1330-061	TX, Reeves	25	53	3476	PSL	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 22 579 feet of lot 99, all in Block 1 of the Southwestern Development Company of Toyah, Texas Subdivision of the SE/4 of Section 25,	All depths	155.032	Active
Allman 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	All depths	180.000	Active
Allman 24	TIM WILSON	PETROHAWK PROPERTIES LP	Aug 12 2011	899-70	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	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
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



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

16 of 30

11.03.21

**EXHIBIT A
LEASES**

PROSPECT	LESSOR	LESSEE	LEASE & EFFECTIVE DATE	BOOK / PAGE / DOCUMENT	STATE / COUNTY	SECTION	BLOCK	ABSTRACT	SURVEY	LEGAL DESCRIPTION	DESCRIPTIVE DEPTH	GROSS ACRES	LEASE RECORD STATUS
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	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	187 acs - A 3973, 374 acs - A 4129, 80 acs - A 4182	PSL	All	All depths	641.000	Active
Gateway 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	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
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
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
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
Gateway 22	PAMELA PARKER CLIFTON - ST TX MF 111869A	LEGEND NATURAL GAS IV LP	Sep 01 2010	882-625	TX, Reeves	27	53	3568	PSL / HOPPER WM	N/2 & SW/4	All depths	480.700	Active
Gateway 22	ROBBIN LEE YOUNG - ST TX MF 111869D	LEGEND NATURAL GAS IV LP	Sep 01 2010	882-655	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	1197-427	TX, 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, Culberson & 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	Jan 05 2016	1260-0195	TX, Culberson & Reeves	33	53	2	PSL	All	All depths	641.000	Active
Gateway 34	ALLISON RENEE PARKER - ST TX MF 111869E	LEGEND NATURAL GAS IV LP	Sep 01 2010	882-615	TX, 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	Sep 01 2010	882-605	TX, Reeves	34	53	3567	PSL	All	All depths	641.000	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	641.000	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	Active
Gateway 34	MICHELLE E JORDAN - ST TX MF 111869F	LEGEND NATURAL GAS IV LP	Sep 01 2010	882-635	TX, Reeves	34	53	3567	PSL	All	All depths	641.000	Active



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

17 of 30

17 of 30

EXHIBIT A
LEASES

PROSPECT	LESSOR	LESSEE	LEASE & EFFECTIVE DATE	BOOK / PAGE / DOCUMENT	STATE / COUNTY	SECTION	BLOCK	ABSTRACT	SURVEY	LEGAL DESCRIPTION	DESCRIPTIVE DEPTH	GROSS ACRES	LEASE RECORD STATUS
Gateway 34	PAMELA PARKER CLIFTON - ST TX MF 111869A	LEGEND NATURAL GAS IV LP	Sep 01 2010	882-625	TX, Reeves	34	53	3567	PSL	All	All depths	641.000	Active
Gateway 34	ROBBIN LEE 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 Blk 53 Sec 35	LOWE ROYALTY PARTNERS LP - ST TX MF 117612	ENDURANCE RESOURCES HOLDINGS II LLC	Jul 15 2015	1202-0403	TX, Reeves	35	53	3467	PSL/LL FORD	S/2 & NE/4	All depths	480.000	Active
Gateway fna Cottonwood	LOWE ROYALTY PARTNERS LP	ENDURANCE RESOURCES HOLDINGS II LLC	Jul 15 2015	1202-0403	TX, Reeves	36	53	2610	PSL	N/2	All depths	320.000	Active
Howlin Wolf Blk 53 Sec 37	LOWE ROYALTY PARTNERS LP - ST TX MF 117612	ENDURANCE RESOURCES HOLDINGS II LLC	Jul 15 2015	1202-0403	TX, Reeves	37	53	5968	PSL	W/2	All depths	320.000	Active
Gateway 38	ALLISON RENEE PARKER - ST TX MF 111869E	LEGEND NATURAL GAS IV LP	Sep 01 2010	882-615	TX, Reeves	38	53	2981	PSL	All	All depths	641.000	Active
Gateway 38	J LOYD PARKER III - ST TX MF 111869B	LEGEND NATURAL GAS IV LP	Sep 01 2010	882-605	TX, Reeves	38	53	2981	PSL	All	All depths	641.000	Active
Gateway 38	JAMES BEASLEY YOUNG III - ST TX MF 111869C	LEGEND NATURAL GAS IV LP	Sep 01 2010	882-645	TX, Reeves	38	53	2981	PSL	All	All depths	641.000	Active
Gateway 38	MCCAMEY FARM AND RANCH LP - ST TX MF 111869G	LEGEND NATURAL GAS IV LP	Sep 01 2010	882-595	TX, Reeves	38	53	2981	PSL	All	All depths	641.000	Active
Gateway 38	MICHELLE E JORDAN - ST TX MF 111869F	LEGEND NATURAL GAS IV LP	Sep 01 2010	882-635	TX, Reeves	38	53	2981	PSL	All	All depths	641.000	Active
Gateway 38	PAMELA PARKER CLIFTON - ST TX MF 111869A	LEGEND NATURAL GAS IV LP	Sep 01 2010	882-625	TX, Reeves	38	53	2981	PSL	All	All depths	641.000	Active
Gateway 38	ROBBIN LEE YOUNG - ST TX MF 111869D	LEGEND NATURAL GAS IV LP	Sep 01 2010	882-655	TX, Reeves	38	53	2981	PSL	All	All depths	641.000	Active
GLO 53 Sec 39-46	ST TX MF 117884	ENDURANCE RESOURCES HOLDINGS II LLC	Jan 05 2016	1260-0184	TX, Reeves	39	53		PSI	All	All depths	641.000	Active
GLO Sect 40	ST TX MF 118107	ENDURANCE RESOURCES HOLDINGS II LLC	Jul 19 2016		TX, Culberson & Reeves	40	53	2654	PSL	All	All depths	641.000	Active
GLO 53 Sec 39-46	ALLISON RENEE PARKER - ST TX MF 111869E	LEGEND NATURAL GAS IV LP	Sep 01 2010	882-615	TX, Reeves	46	53	2657	PSL	All	All depths	641.000	Active
GLO 53 Sec 39-46	J LOYD PARKER III - ST TX MF 111869B	LEGEND NATURAL GAS IV LP	Sep 01 2010	882-605	TX, Reeves	46	53	2657	PSL	All	All depths	641.000	Active
GLO 53 Sec 39-46	JAMES BEASLEY YOUNG III - ST TX MF 111869C	LEGEND NATURAL GAS IV LP	Sep 01 2010	882-645	TX, Reeves	46	53	2657	PSL	All	All depths	641.000	Active
GLO 53 Sec 39-46	MCCAMEY FARM AND RANCH LP - ST TX MF 111869G	LEGEND NATURAL GAS IV LP	Sep 01 2010	882-595	TX, Reeves	46	53	2657	PSL	All	All depths	641.000	Active
GLO 53 Sec 39-46	MICHELLE E JORDAN - ST TX MF 111869F	LEGEND NATURAL GAS IV LP	Sep 01 2010	882-635	TX, Reeves	46	53	2657	PSL	All	All depths	641.000	Active



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

11.02.21

18 of 30

**EXHIBIT A
LEASES**

PROSPECT	LESSOR	LESSEE	LEASE & EFFECTIVE DATE	BOOK / PAGE / DOCUMENT	STATE / COUNTY	SECTION	BLOCK	ABSTRACT	SURVEY	LEGAL DESCRIPTION	DESCRIPTIVE DEPTH	GROSS ACRES	LEASE RECORD 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	Sep 01 2010	882-655	TX, Reeves	46	53	2657	PSL	All	All depths	641.000	Active
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
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
Gateway 38	JAMES BEASLEY YOUNG III - ST TX 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
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
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	Active
Gateway 48	ALAN R ZEMAN - ST TX MF 114473D	PETROHAWK PROPERTIES LP	May 24 2012	951-763	TX, Reeves	48	53	3628	PSL	W/2 SW/4	All depths	80.000	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 MF 114473K	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 MF 114473E	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 MF 114473C	PETROHAWK PROPERTIES LP	May 24 2012	951-746	TX, Reeves	48	53	3628	PSL	W/2 SW/4	All depths	80.000	Active
Gateway 48	GEORGE M CROSS - ST TX MF 114473L	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	LEGEND NATURAL 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	JAMES BEASLEY YOUNG III - ST TX MF 111869C	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	JAMES G CRAWFORD - ST TX MF 114473M	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 MF 114473B	PETROHAWK PROPERTIES LP	May 24 2012	951-736	TX, Reeves	48	53	3628	PSL	W/2 SW/4	All depths	80.000	Active



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

110031

19 of 30

EXHIBIT A
LEASES

PROSPECT	LESSOR	LESSEE	LEASE & EFFECTIVE DATE	BOOK / PAGE / DOCUMENT	STATE / COUNTY	SECTION	BLOCK	ABSTRACT	SURVEY	LEGAL DESCRIPTION	DESCRIPTIVE DEPTH	GROSS ACRES	LEASE RECORD STATUS
Gateway 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
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	561.000	Active
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
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
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
Gateway 48	RONALD DAVID 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	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
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
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
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	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



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

20 of 30

110377

EXHIBIT A
LEASES

PROSPECT	LESSOR	LESSEE	LEASE & EFFECTIVE DATE	BOOK / PAGE / DOCUMENT	STATE / COUNTY	SECTION	BLOCK	ABSTRACT	SURVEY	LEGAL DESCRIPTION	DESCRIPTIVE DEPTH	GROSS ACRES	LEASE RECORD STATUS
Orbison 28	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
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	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	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	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
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	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	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
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	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 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



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

110731

21 of 30

EXHIBIT A
LEASES

PROSPECT	LESSOR	LESSEE	LEASE & EFFECTIVE DATE	BOOK / PAGE / DOCUMENT	STATE / COUNTY	SECTION	BLOCK	ABSTRACT	SURVEY	LEGAL DESCRIPTION	DESCRIPTIVE DEPTH	GROSS ACRES	LEASE RECORD STATUS
Orbison 28	WILLIAM PERRY COLEMAN - ST TX MF 117757	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
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	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
Santana 29	DONNA J SPIVEY	PETROHAWK PROPERTIES LP	Aug 12 2011	899-82	TX, Reeves	29	56	2292	PSL	All	All depths	640.000	Active
Santana 29	JANIS DEE BOURLAND HELMEY	PETROHAWK PROPERTIES LP	Aug 12 2011	899-73	TX, Reeves	29	56	2292	PSL	All	All depths	640.000	Active
Santana 29	JEFFERY ALLAN WILSON	PETROHAWK PROPERTIES LP	Aug 12 2011	899-85	TX, Reeves	29	56	2292	PSL	All	All depths	640.000	Active
Santana 29	LEWIS KEITH LYNN	PETROHAWK PROPERTIES LP	Aug 12 2011	899-64	TX, Reeves	29	56	2292	PSL	All	All depths	640.000	Active
Santana 29	MARY HUEBSCH	PETROHAWK PROPERTIES LP	Aug 12 2011	899-76	TX, Reeves	29	56	2292	PSL	All	All depths	640.000	Active
Santana 29	MICHAEL LYNN BOURLAND	PETROHAWK PROPERTIES LP	Aug 12 2011	899-67	TX, Reeves	29	56	2292	PSL	All	All depths	640.000	Active
Santana 29	TIM WILSON	PETROHAWK PROPERTIES LP	Aug 12 2011	899-70	TX, Reeves	29	56	2292	PSL	All	All depths	640.000	Active
Santana 29	TOWANA SPIVEY	PETROHAWK PROPERTIES LP	Aug 12 2011	899-61	TX, 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	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
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
Muddy Water 30	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	Active
Muddy Water 30	JANIS DEE BOURLAND HELMEY - ST TX MF 112682A	PETROHAWK PROPERTIES LP	Feb 09 2011	880-579	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	JANIS DEE BOURLAND HELMEY - ST TX MF 112682A	PETROHAWK PROPERTIES LP	Feb 09 2011	880-579	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	JEFFERY ALLAN WILSON - ST TX MF 112682D	PETROHAWK PROPERTIES LP	Feb 09 2011	880-607	TX, Reeves	30	56	2291	PSL	NE/4	Surface to 100' below the base of the Wolfcamp Formation	160.000	Active



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

22 of 30

110021

**EXHIBIT A
LEASES**

PROSPECT	LESSOR	LESSEE	LEASE & EFFECTIVE DATE	BOOK / PAGE / DOCUMENT	STATE / COUNTY	SECTION	BLOCK	ABSTRACT	SURVEY	LEGAL DESCRIPTION	DESCRIPTIVE DEPTH	GROSS ACRES	LEASE RECORD 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	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	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 & 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 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
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
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 30	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 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	Active



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

110021

23 of 30

EXHIBIT A
LEASES

PROSPECT	LESSOR	LESSEE	LEASE & EFFECTIVE DATE	BOOK / PAGE / DOCUMENT	STATE / COUNTY	SECTION	BLOCK	ABSTRACT	SURVEY	LEGAL DESCRIPTION	DESCRIPTIVE DEPTH	GROSS ACRES	LEASE RECORD STATUS
Muddy Water 30	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 30	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
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	Active
TOTAL												13,045.152	



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

24 of 30

210621

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	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



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

11.03.21

25 of 30

EXHIBIT A-1
Easements

DOCUMENT NAME	CONTRACT DATE	GRANTOR	GRANTEE	COUNTY/STATE	LEGAL DESCRIPTION	BLOCK / SECTION	SURVEY	WELL
Road Access Easement	Dec 01 2015	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	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 & 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 53, PSL Survey, Culberson County, Texas and ends at Texas Farm to Market road 2119 in Section 12, Block 53, 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 Gossmann, 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 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 Easement 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 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, Robin 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 22 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	
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	
Surface 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



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

11.07.17

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 5H State Muddy Water 30 2H
Multi-Use Right-of-Way and Easement Agreement	Jul 28 2015	Janis Dee Helmev	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
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 5H State Muddy Water 30 2H
Multi-Use Right-of-Way and Easement 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 5H State Muddy Water 30 2H
Multi-Use Right-of-Way and Easement 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
Multi-Use Right-of-Way and Easement 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
Multi-Use Right-of-Way and Easement 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	Santana 29 5H State Muddy Water 30 2H
Multi-Use Right-of-Way and Easement 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 5H State Muddy Water 30 2H
Multi-Use Right-of-Way and Easement 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 5H 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 5H State Muddy Water 30 2H



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

27.03.27

27 of 30

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	Sep 29 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 Farm & Ranch LP, Robin Lee Young, Young Cottonwood Oil & Gas LP	Endurance Resources Holdings II LLC	Reeves & Culberson County, Texas	S/2	53-41	PSL	



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

28 of 30

11.03.21

Exhibit A-2

None.

11.03.21



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

29 of 30

四

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 Gossman, 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
By: RL Rowena Styles, DEPUTY

520021 000006 18741008.5



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

30 of 30

210331

47

File No. MF 111869
Allyn # 10548
Adel & Gorman Co Atlantic
Date Filed: 3-5-18
George P. Bush, Commissioner
By [Signature]

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 Assignment, Bill of Sale & Mortgage dated 12-15-16, filed for record in my office this 20th day of December at 8:32 A M, under Clerk's File No. 16-17047, to be recorded in the Official Public Record of Reeves County, Texas.

TO CERTIFY WHICH, Witness my hand and official seal at Pecos, Texas this 20th day of December, 20 16.

By [Signature], Deputy.

DIANNE O. FLOREZ, COUNTY CLERK
REEVES COUNTY, TEXAS

15541



TEXAS GENERAL LAND OFFICE
GEORGE P. BUSH, COMMISSIONER

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.

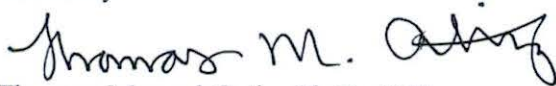
2. Per 31 TAC §9.35(a)(2), you are required to conduct all measurement “in accordance with the American Gas Association (AGA) standards and all applicable chapters of the American Petroleum Institute (API) Manual of Petroleum Measurement Standards (MPMS)”. Measurement shall be conducted, per those standards, 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).

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

1. 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.
5. 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 ("RFT"):

- 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

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

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



RAILROAD COMMISSION OF TEXAS

1701 N. Congress
P.O. Box 12967
Austin, Texas 78711-2967

Form P-17

Rev. 04/2015

APPLICATION FOR EXCEPTION TO STATEWIDE RULES (SWR) 26 AND/OR 27

☒ New
☐ Amended Existing Permit No. _____
Effective Month/Year of Requested
Exception: 01 / 2017
District 08
County Reeves

SECTION 1. OPERATOR INFORMATION					
Operator Name: Atlantic Resources Company, LLC		Operator P-5 No.: 038555			
Operator Address: P.O. Box 3759, Midland, TX 79702					
SECTION 2. GATHERER (of oil or condensate) INFORMATION (not required if 3b is checked)					
Gatherer Name:		Gatherer P-5 No.:			
Gatherer Address:					
Gatherer E-mail Address:					
(Optional - If provided, e-mail address will become part of this public record.)					
SECTION 3. APPLICATION APPLIES TO (CHECK ALL THAT APPLY): ☐ OIL ☐ CASINGHEAD GAS ☒ GAS WELL GAS ☐ CONDENSATE					
a) ☐ Gas well full well stream into common separation and storage facility with liquids reported on Form PR.					
b) ☐ Gas well full well stream into a gasoline plant/common separation and storage facility with liquids reported on Form R-3 Serial # _____ (If full well stream is checked, the results of periodic tests to determine the number of stock tank barrels of liquid hydrocarbons recovered per 1,000 standard cubic feet of gas must be reported on Form G-10 in accordance with SWR 55. Attach an explanation of any exceptions to SWR 55.)					
c) ☐ Condensate and low-pressure Gas Well Gas are commingled into low-pressure separation and storage facilities.					
d) ☐ This request is for off lease: ☐ Storage ☐ Separation ☐ Metering					
e) ☐ This exception is for common storage.					
f) ☐ This exception is for common separation.					
g) ☐ This exception is for casinghead gas metering by: ☐ Deduct Metering ☐ Allocation by well test ☐ Other _____					
h) ☒ This exception is for gas well gas metering by: ☒ Deduct Metering ☐ Allocation by well test ☐ Other _____					
SECTION 4. NOTICE REQUIREMENTS AND ALLOCATION METHOD. (CHECK ALL THAT APPLY)					
The following questions determine if 21-day notice is required and applies to all wells proposed for commingling:					
a) ☒ The production is measured separately from all leases or individual wells before commingling. (Notice not required; Skip to Section 5)					
b) ☐ The royalty interests and working interests are the same with respect to identity and percentage. (Notice not required)					
c) ☐ The royalty interests and working interests are not the same with respect to identity and percentage. (Notice required)					
If b. or c. checked, production will be allocated by: ☐ W-10 (oil) ☐ W-2 retest (oil) ☐ PD Meter (oil & condensate) ☐ G-10 (gas)					
d) ☐ The wells produce from multiple reservoirs. (Notice required unless 4e. or 4f. apply; see instructions for additional requirements)					
e) ☐ The wells produce from multiple reservoirs and have SWR10 exceptions. (Notice not required)					
f) ☐ The wells produce from multiple reservoirs and are measured separately from each reservoir. (Notice not required)					
g) ☐ Any one of the wells proposed for commingling produces from a Commission-designated reservoir for which special field rules have been adopted. (Notice required)					
SECTION 5. ☐ Wells proposed for commingling have an operator's name other than the applicant listed in SECTION 1. (See instructions)					
SECTION 6. ☐ For oil production, the production from all oil wells on each oil lease is to be commingled. (See instructions)					
SECTION 7. IDENTIFY LEASES AS SHOWN ON COMMISSION RECORDS (attach additional pages as needed)					
DISTRICT	RRC IDENTIFIER	ACTION		LEASE AND FIELD NAME	WELL NO.
08	283015	☐ Existing	☒ Add ☐ Delete	Alman 24 / Ford, West (Wolfcamp)	6H
08	Drig Permit #820484	☐ Existing	☒ Add ☐ Delete	State Clark 38-47 / Ford, West (Wolfcamp)	1H
08	Drig Permit #820440	☐ Existing	☒ Add ☐ Delete	State Dagger 37-48 / Ford, West (Wolfcamp)	1H
08	279613	☐ Existing	☒ Add ☐ Delete	State BB King 32 / Ford, West (Wolfcamp)	2H
ATTACH ADDITIONAL PAGES AS NEEDED. ☐ No additional pages ☒ Additional pages 1 (# of additional pages)					
FEE: \$150 Filing Fee + \$225 Surcharge = \$375 total remittance required (See Statewide Rule 78)					
CERTIFICATE: I declare under penalties in Sec. 91.143, Texas Natural Resources Code, that I am authorized to file this application, that this application was prepared by me or under my supervision and direction, and that the data and facts stated therein are true, correct, and complete to be the best of my knowledge. I certify that all requests for related required approvals from other affected state agencies have been submitted and that I understand that any authorization granted by Commission approval of this application is contingent upon the approvals from other affected state agencies being obtained.					
Signature: <u>[Signature]</u>		Title: Production & Regulatory		Date: 02/09/18	
Operator E-mail Address: <u>huges@arcoperating.com</u>		Operator Phone No. 038555			
(Optional - If provided, e-mail address will become part of this public record.)					
RRC USE ONLY					
Commingling Permit No. <u>21/A</u>		Approval date: <u>2/12/18</u>		Approved by: <u>[Signature]</u>	

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

SECTION 7. (CONT'D) IDENTIFY LEASES AS SHOWN ON COMMISSION RECORDS (attach additional pages as needed)

[illegible]

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 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 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 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 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 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 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 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 #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. By 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.

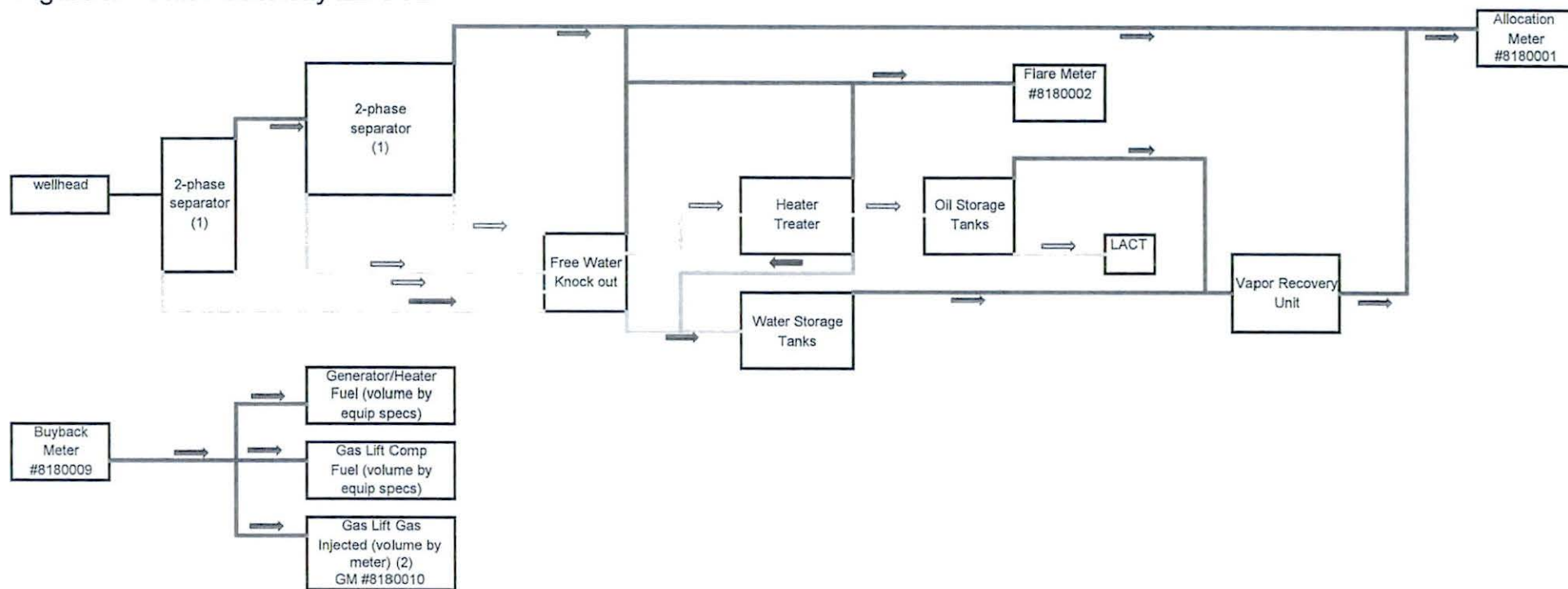
Each battery is equipped with a flare meter. There are three sources of gas that could potentially be flared: (a) 2-phase separator overhead, (b) FWKO overhead and (c) vapors from heater treaters. Normally, the pressure at which the FWKO operates is high enough to overcome the gathering system pressure, 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.

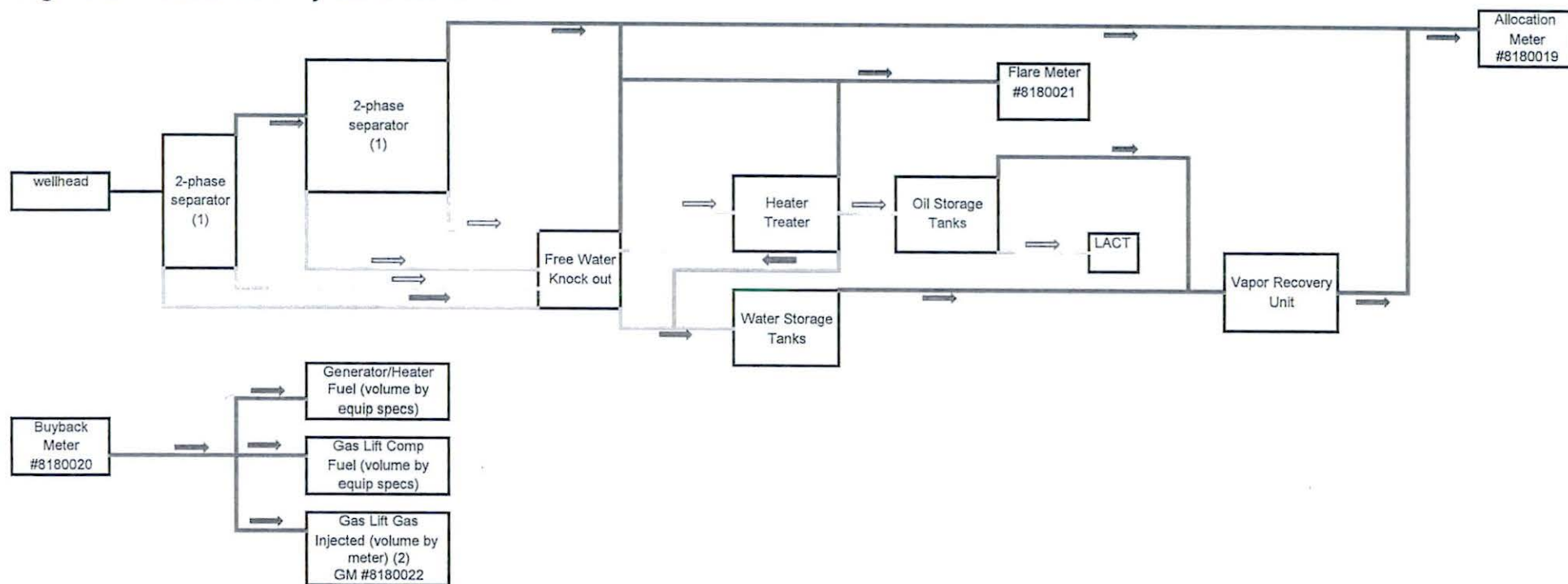
Figure 2 - State Gateway 22 CTB



(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

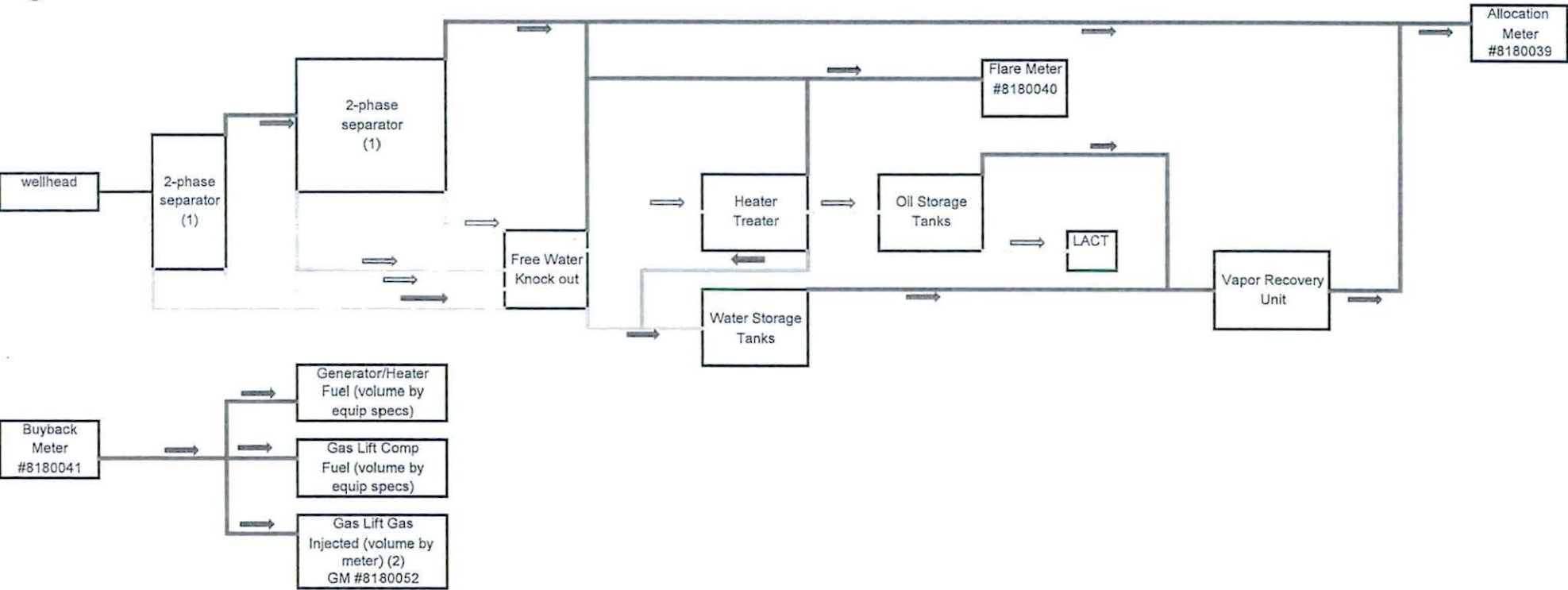
Figure 3 - State Johnny Cash 23 CTB



(1)- oil and water leave as one commingled stream

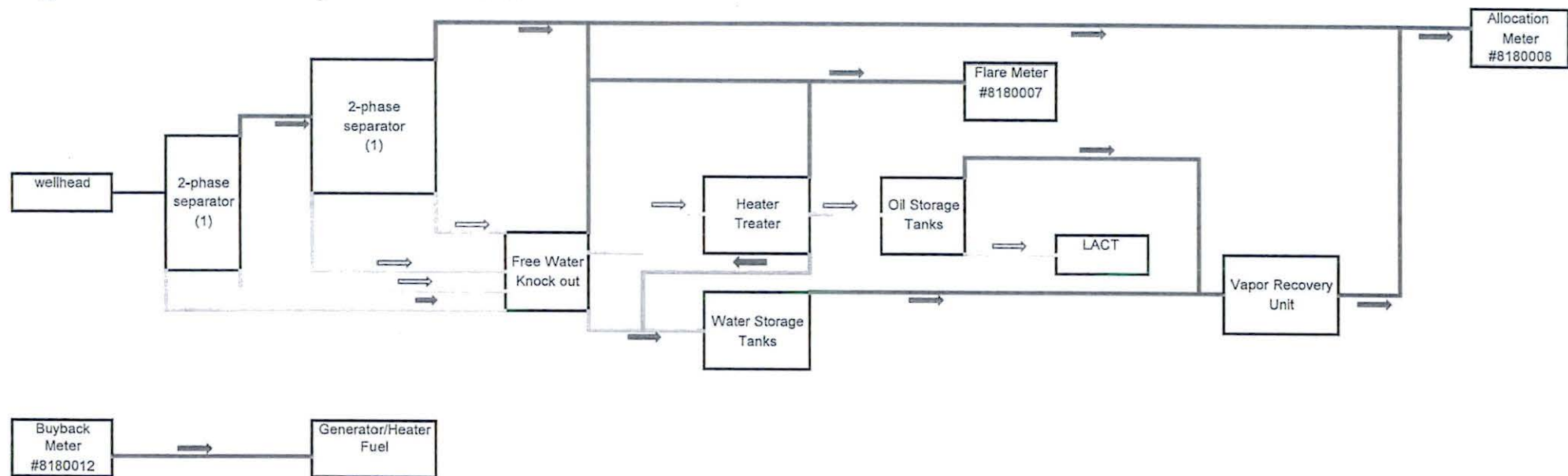
(2)- beginning April 24th, injected gas lift gas will be metered, fuel volumes by difference

Figure 4 - Allman 24 CTB



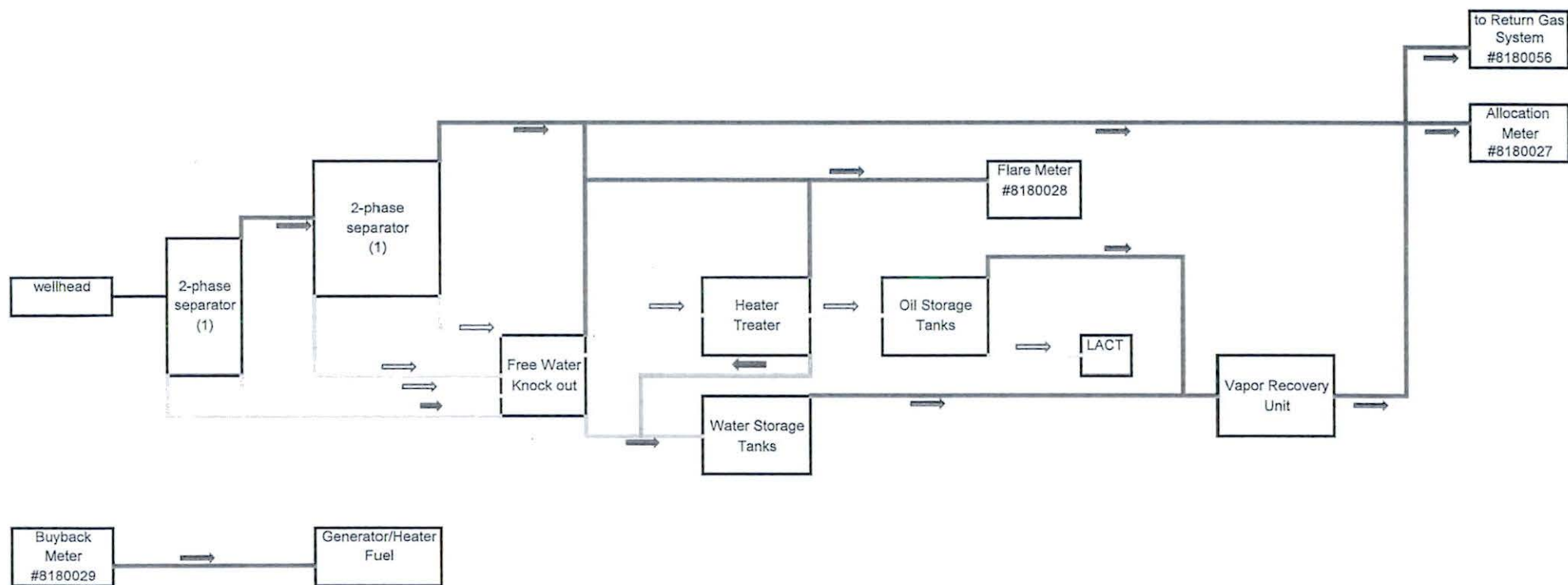
(1)- oil and water leave as one commingled stream
(2)- beginning April 27, 2018, injected gas lift gas will be metered, fuel volumes by difference

Figure 5 - State Muddy Waters 30 CTB



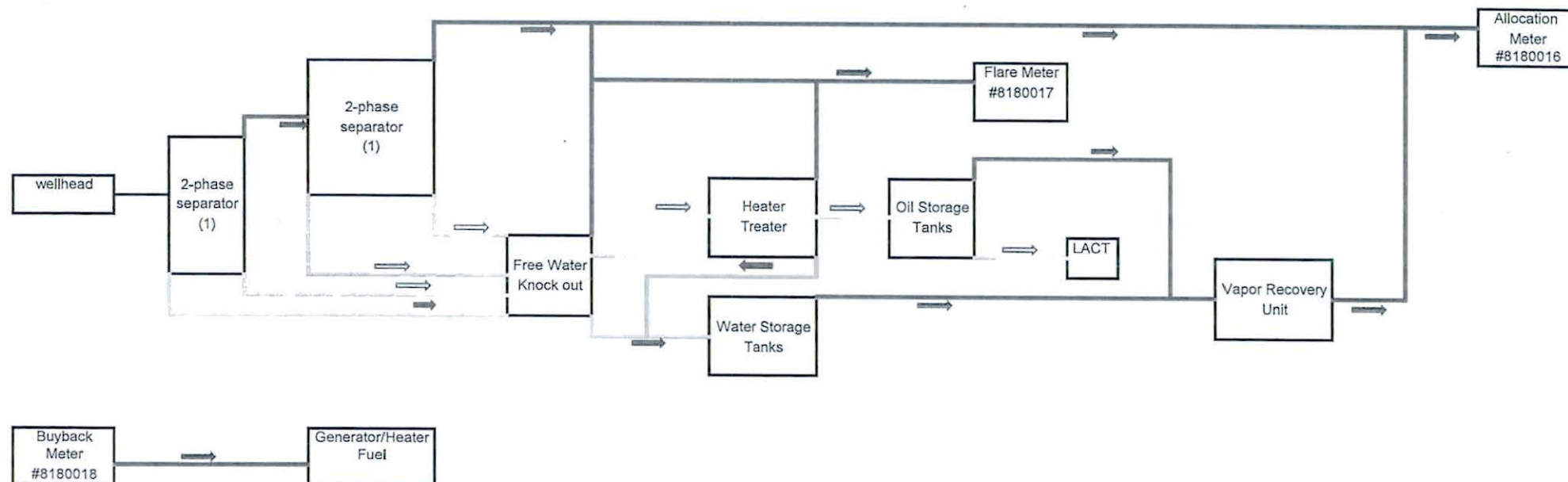
(1)- oil and water leave as one commingled stream

Figure 6 - Santana 29 CTB



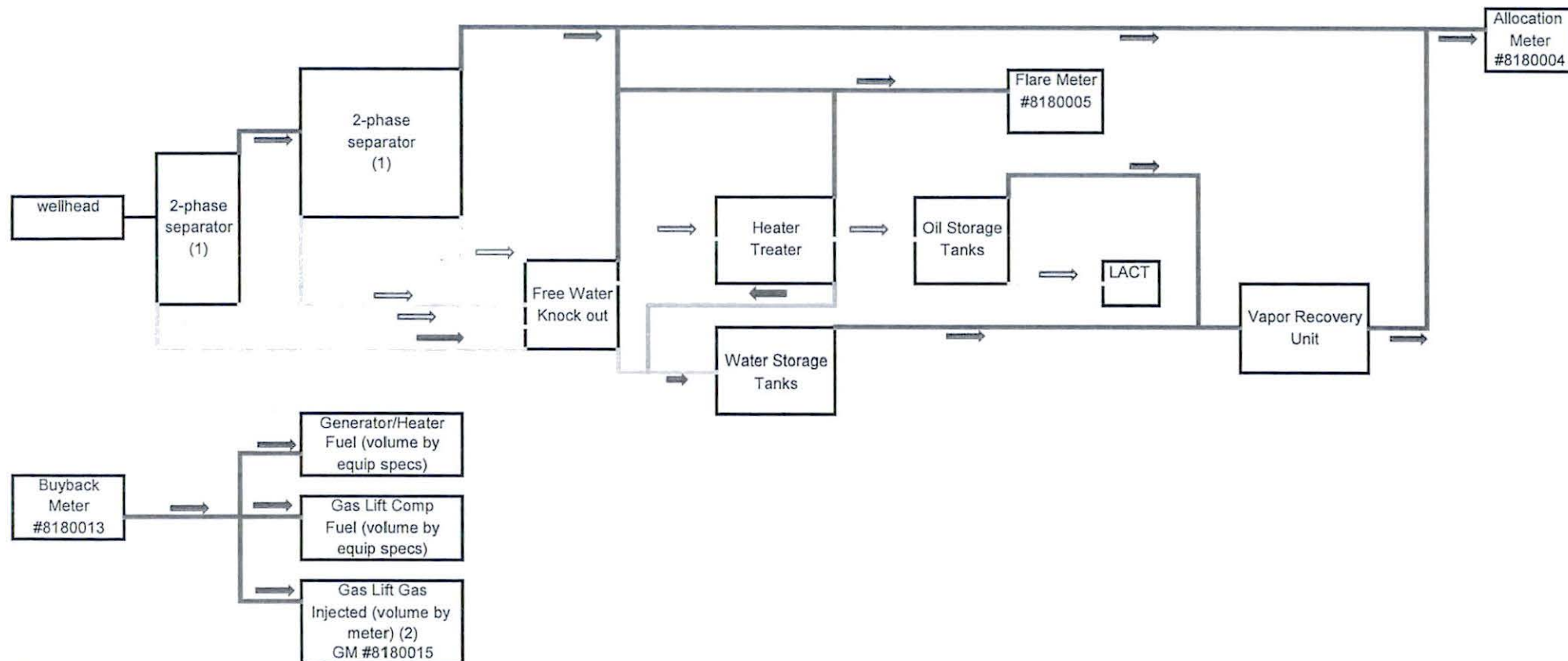
(1)- oil and water leave as one commingled stream

Figure 7 - State Orbison 28 CTB



(1)- oil and water leave as one commingled stream

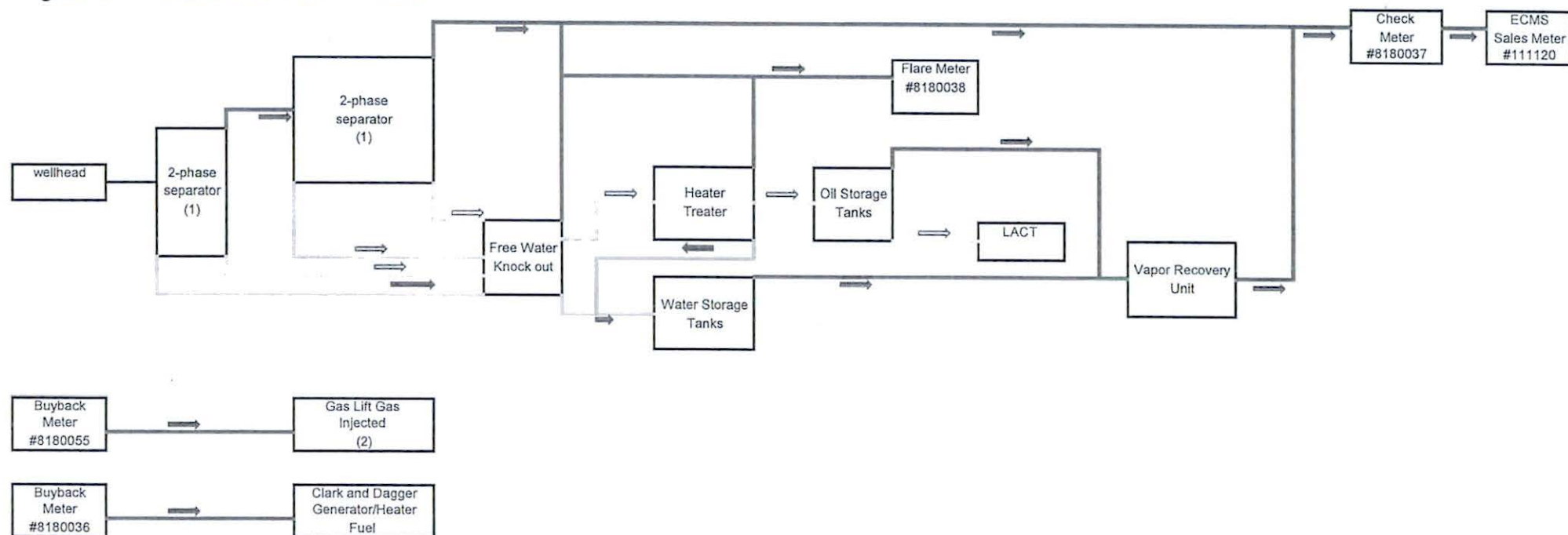
Figure 8 - State BB King 32 CTB



(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

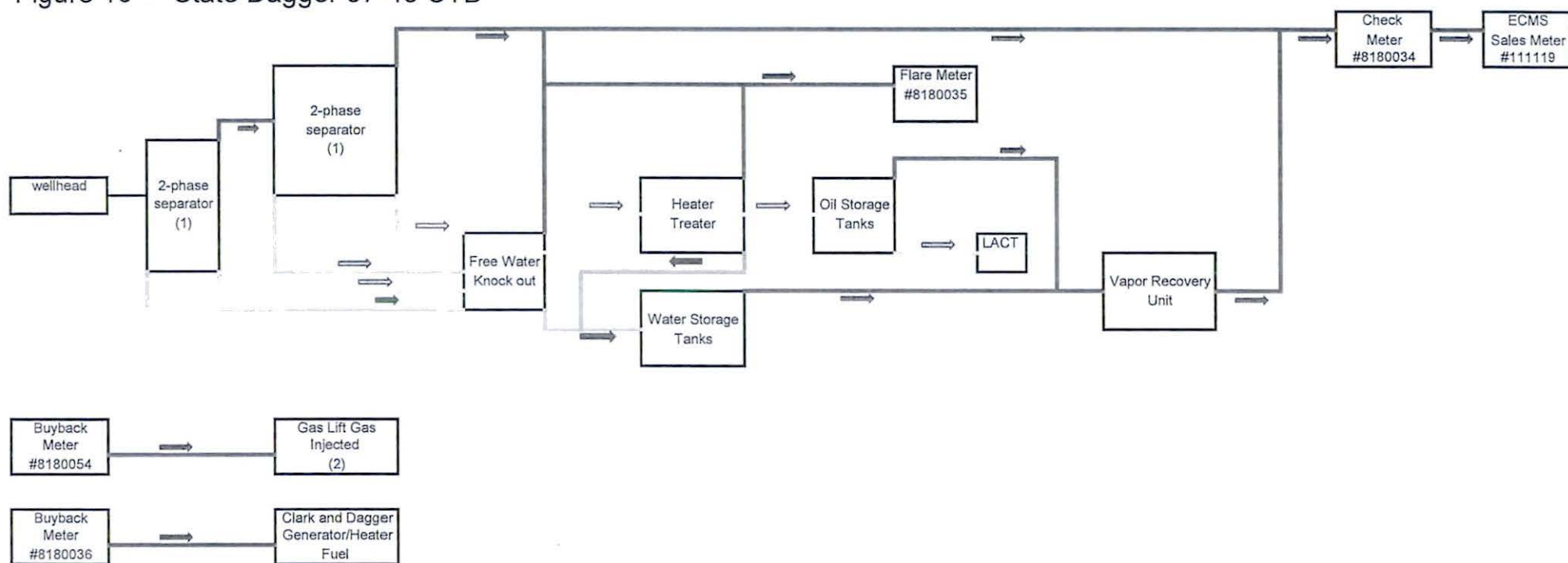
Figure 9 - State Clark 38-47 CTB



(1)- oil and water leave as one commingled stream

(2)- beginning February 15, 2018, well converted to ESP, gas lift gas no longer injected, meter #8180055 measuring ESP generator fuel

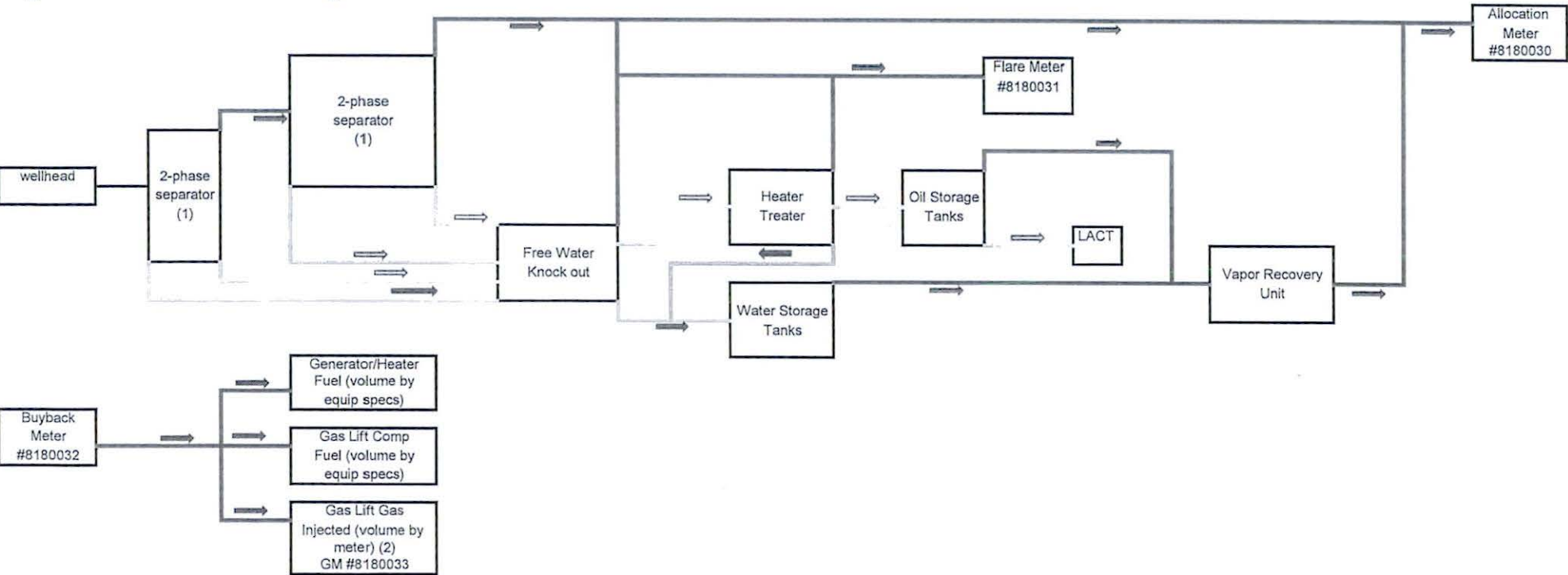
Figure 10 - State Dagger 37-48 CTB



(1)- oil and water leave as one commingled stream

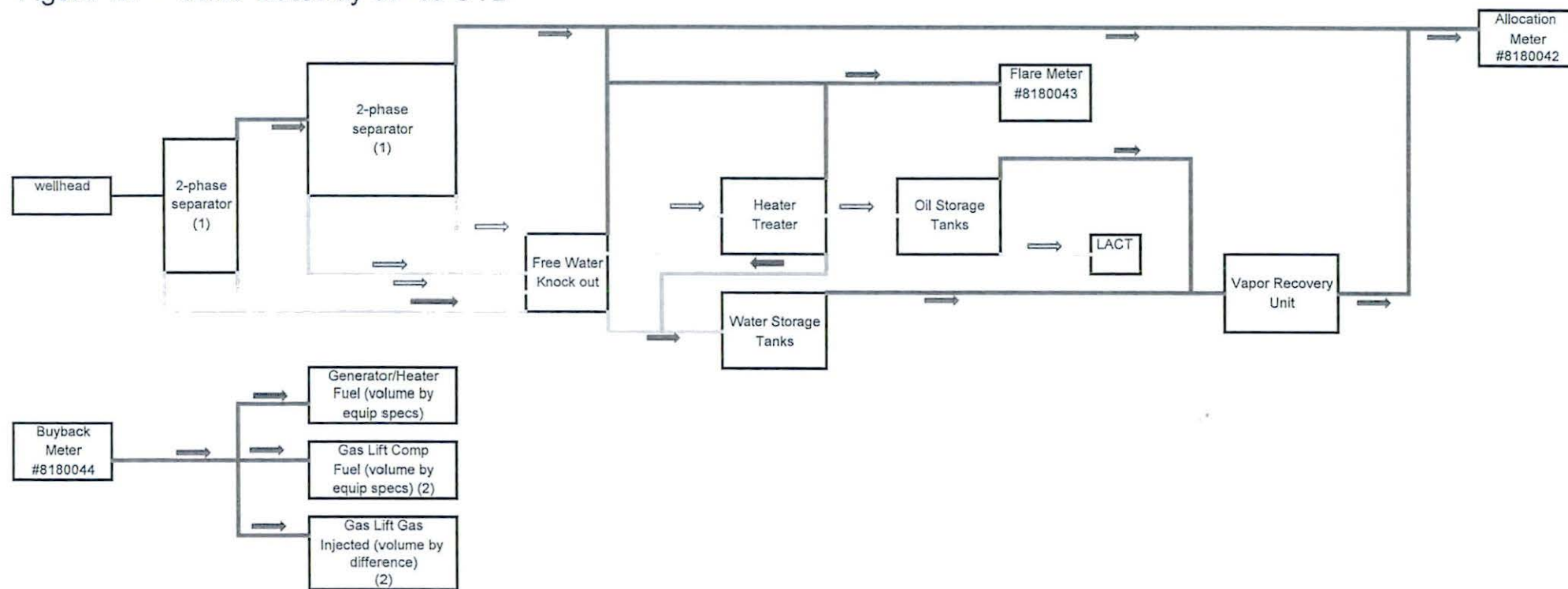
(2)- beginning February 15, 2018, well converted to ESP, gas lift gas no longer injected, meter #8180054 measuring ESP generator fuel

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

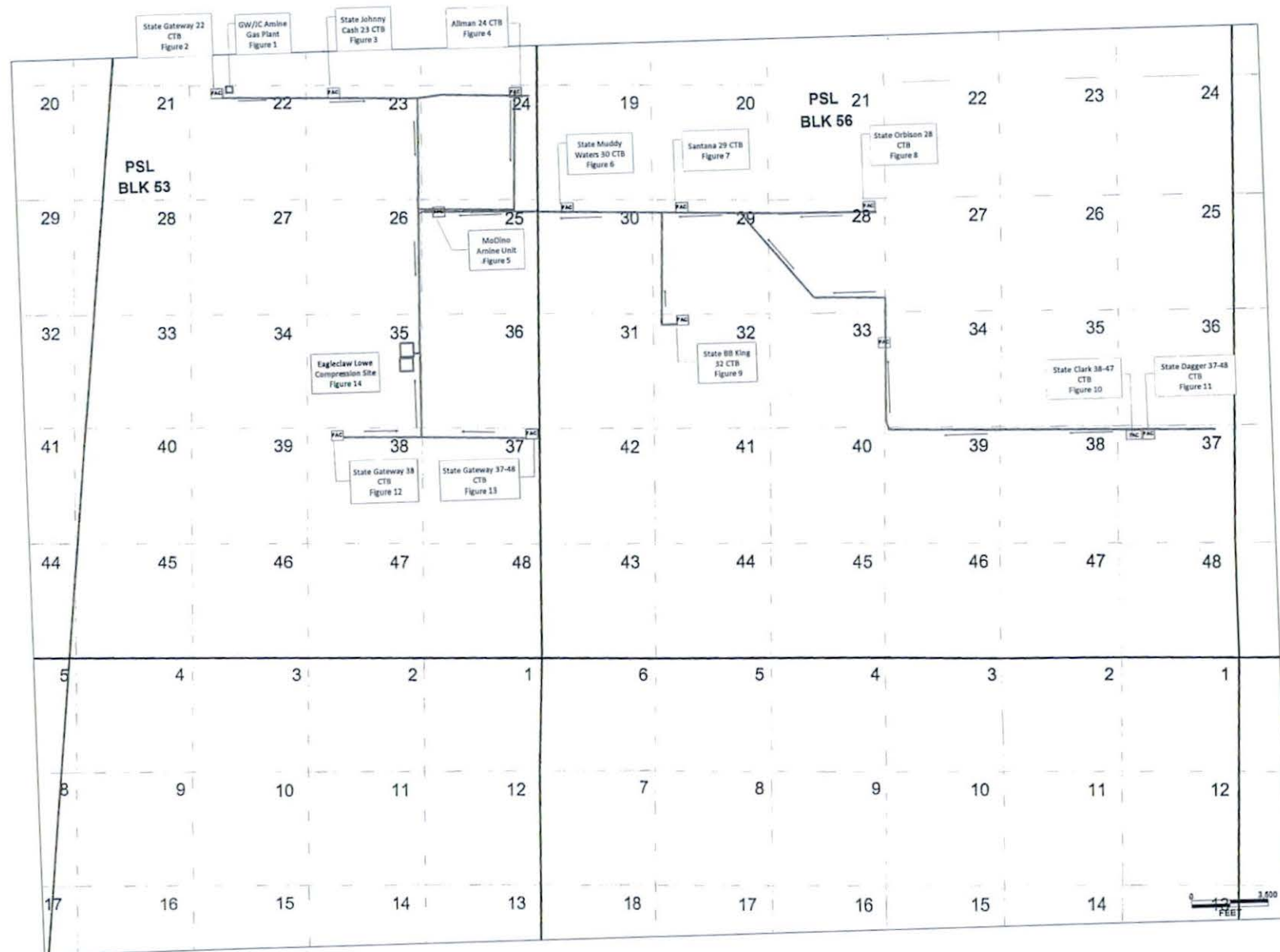


Exhibit B

Buyback Gas Line and Flow Diagram

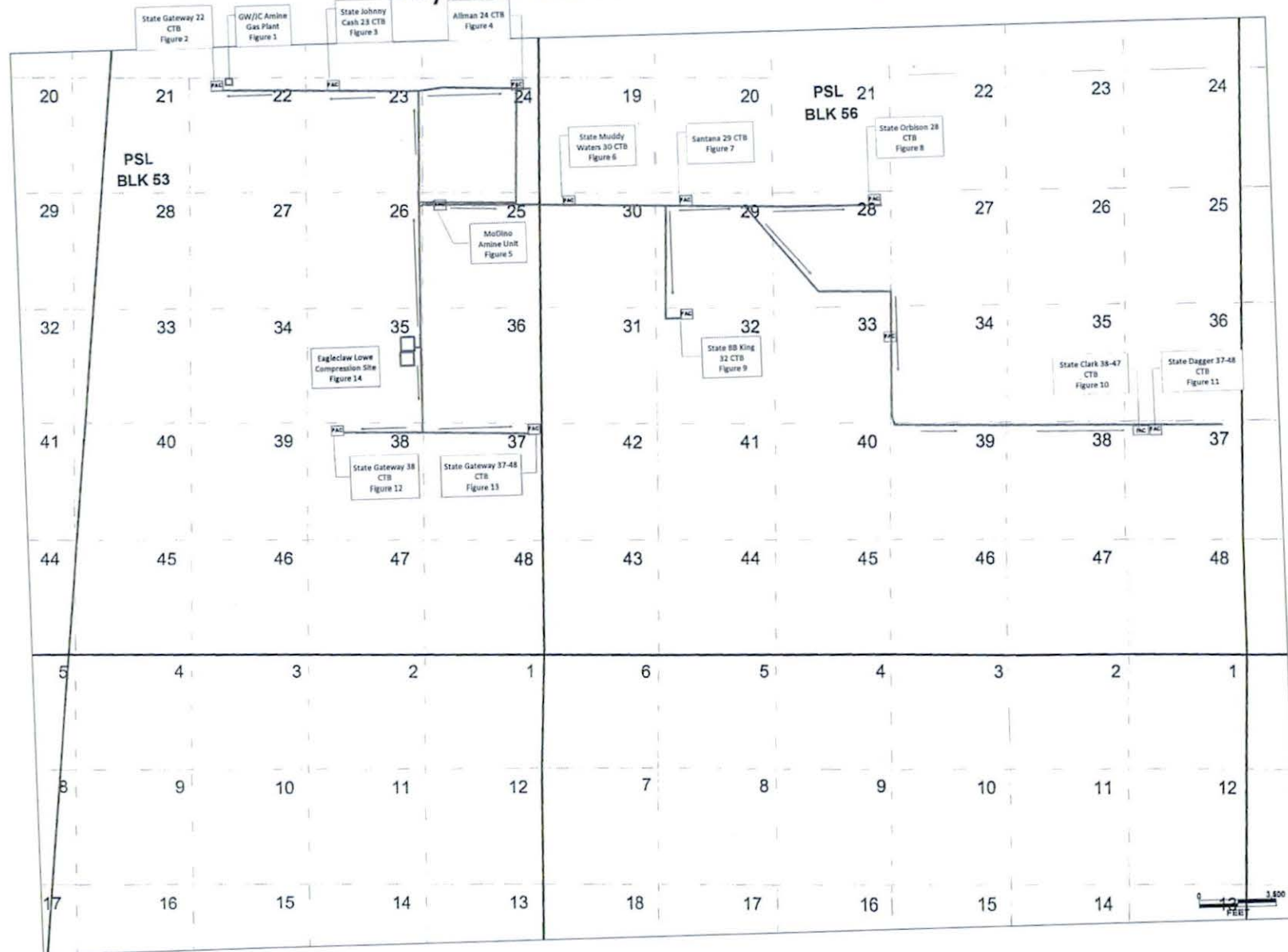


Exhibit C Buyback/Return Gas Flow Diagram

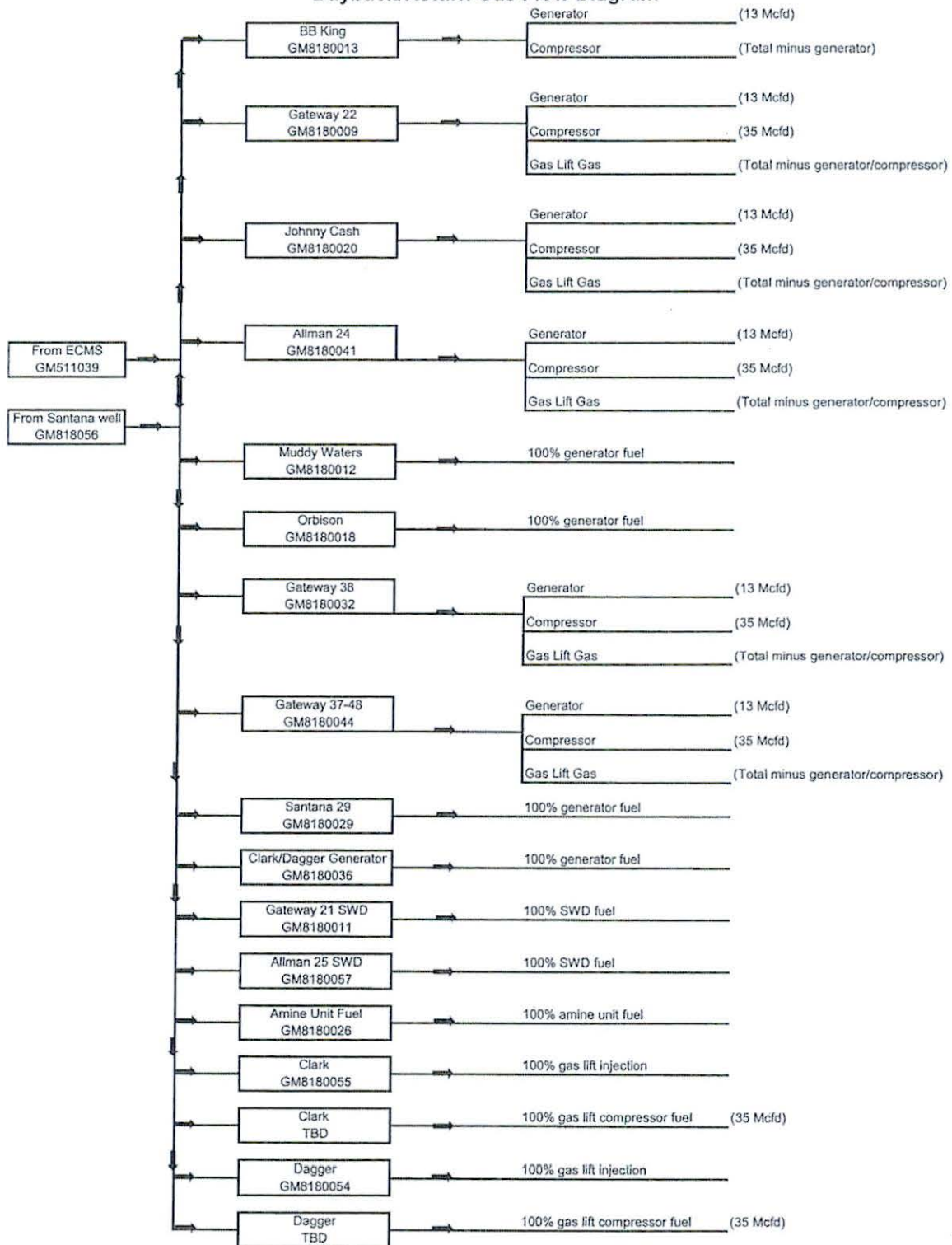


Exhibit D
ARC Common Gathering Line Diagram (simplified)

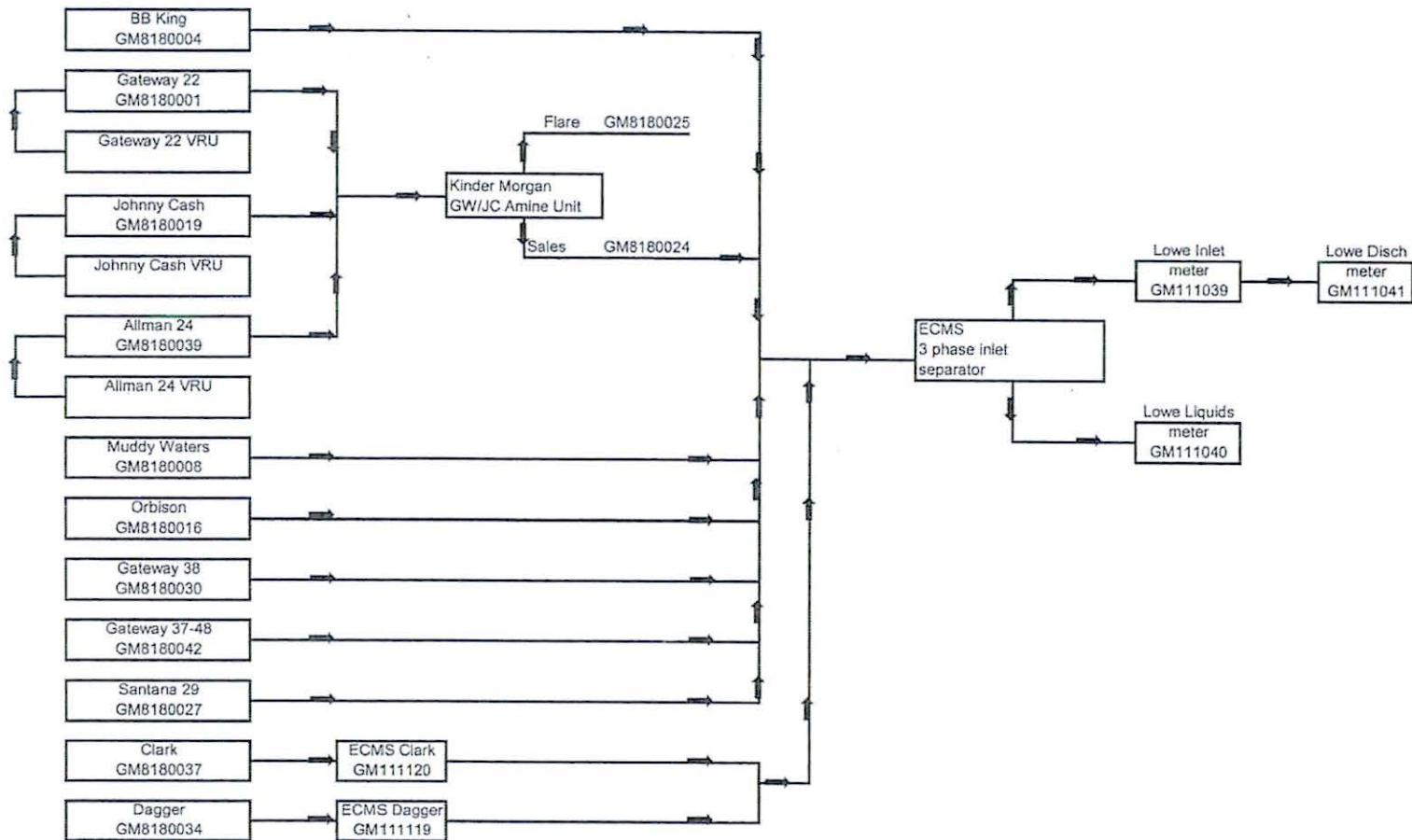
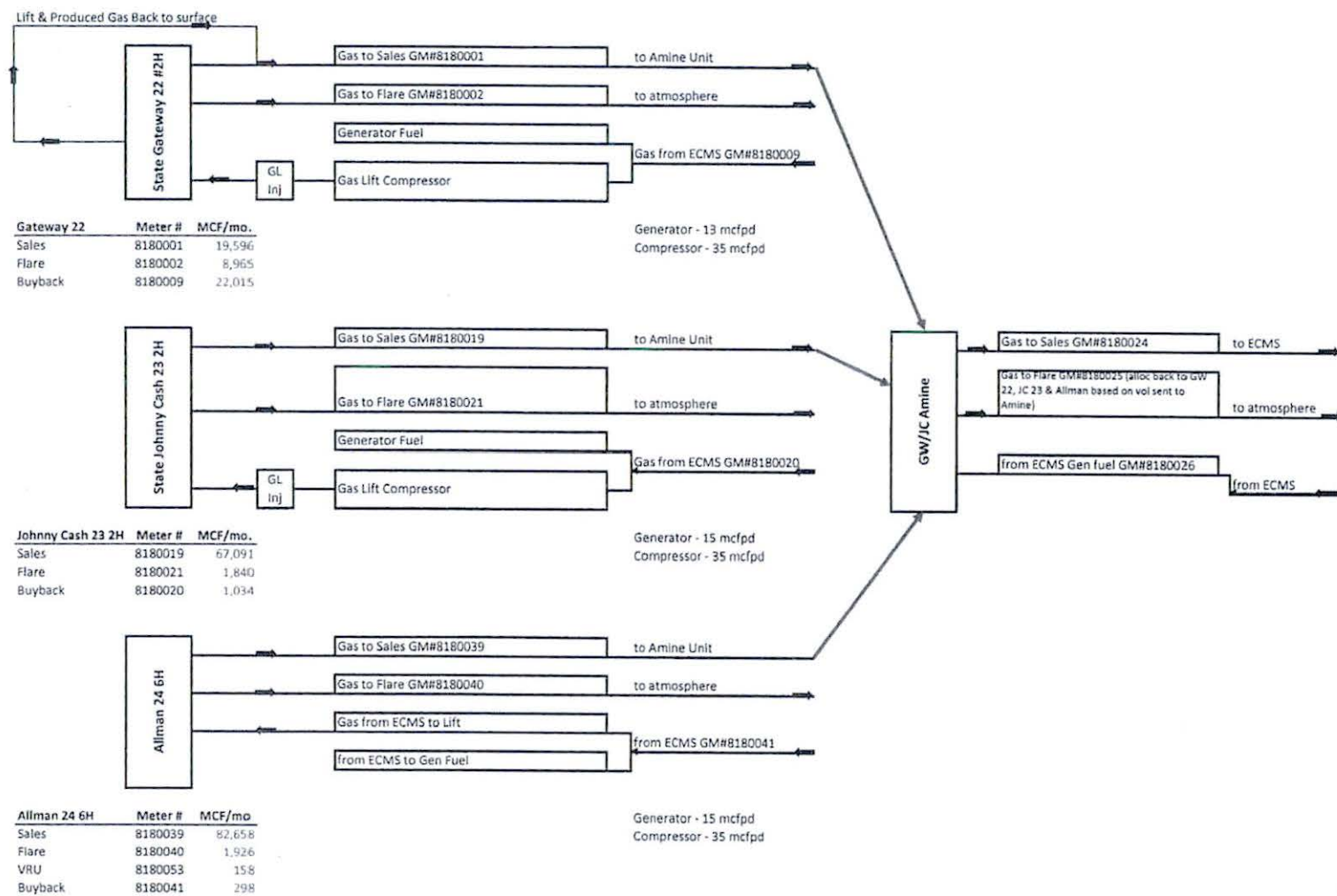


EXHIBIT E **Amine Unit Allocation Flow Diagram**



Atlantic Resources Company, LLC
Allocation Process Narrative
for the
Texas General Land Office

Atlantic Resources Company, LLC ("ARC") owns its own gathering system into which the wells described in the attached application flow and for which Eagle Claw Midstream Ventures, LLC ("ECMS") 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 "Non-GLO Well"). 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 ("GPM") 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	B	B	B	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	
Type:	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	
Step 1- Wellhead Gas Analyses taken by ARC													
sample 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 %	Total
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	
CO2	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	78.5075	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	
Isobutane	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	
Isopentane	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	
C6+	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	
Step 2- Wellhead Volumes in Mcf measured by ARC													
Mcf	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	
Step 3- Calculate Heating Value and GPM from mole % analysis in Step 1 based on physical constants in GPA 2145-16													
Heating Value, dry													
Methane	798.4	817.0	773.9	774.5	790.9	770.3	788.0	781.6	797.0	793.9	793.9	798.0	
Ethane	200.5	199.6	212.5	213.0	198.1	209.7	198.8	196.7	194.8	202.4	202.4	201.0	
Propane	124.6	102.2	142.2	137.4	125.8	136.3	120.1	124.7	117.9	127.1	127.1	121.0	
Isobutane	23.1	15.9	28.7	30.5	24.3	32.3	30.7	29.5	26.6	26.8	26.8	22.4	
N-butane	51.0	30.5	61.9	60.1	55.6	61.8	55.2	59.3	51.8	57.6	57.6	49.2	
Isopentane	14.6	7.5	19.1	19.6	18.1	22.3	21.5	22.7	18.6	16.9	16.9	15.6	
N-pentane	17.0	8.8	22.4	21.5	22.1	24.2	22.7	26.5	20.7	18.3	18.3	18.9	
C6+	31.1	29.2	45.9	45.5	54.0	53.7	53.3	76.5	52.4	17.2	17.2	44.0	
Total Ideal HV, dry	1,260.2	1,210.8	1,306.7	1,302.1	1,289.0	1,310.7	1,290.3	1,317.5	1,279.8	1,260.1	1,260.1	1,270.0	
Total Real HV, dry	1,264.8	1,214.9	1,312.0	1,307.3	1,294.0	1,316.1	1,295.4	1,323.0	1,284.7	1,264.7	1,264.7	1,274.8	
Summation Factor													
Nitrogen	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	
CO2	0.0000	0.0000	0.0000	0.0000	0.0000	0.0001	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	
H2S	0.0000	0.0001	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	
Methane	0.0092	0.0094	0.0089	0.0089	0.0091	0.0089	0.0091	0.0090	0.0092	0.0091	0.0091	0.0092	
Ethane	0.0027	0.0027	0.0029	0.0029	0.0027	0.0028	0.0027	0.0027	0.0026	0.0027	0.0027	0.0027	
Propane	0.0017	0.0014	0.0020	0.0019	0.0017	0.0019	0.0016	0.0017	0.0016	0.0017	0.0017	0.0017	
Isobutane	0.0003	0.0002	0.0004	0.0004	0.0003	0.0005	0.0004	0.0004	0.0004	0.0004	0.0004	0.0003	
N-butane	0.0007	0.0004	0.0009	0.0009	0.0008	0.0009	0.0008	0.0009	0.0008	0.0008	0.0008	0.0007	
Isopentane	0.0002	0.0001	0.0003	0.0003	0.0003	0.0003	0.0003	0.0003	0.0003	0.0002	0.0002	0.0002	
N-pentane	0.0003	0.0001	0.0004	0.0003	0.0003	0.0004	0.0004	0.0004	0.0003	0.0003	0.0003	0.0003	
C6+	0.0006	0.0005	0.0008	0.0008	0.0010	0.0010	0.0010	0.0014	0.0009	0.0003	0.0003	0.0008	
Total	0.0158	0.0151	0.0166	0.0165	0.0163	0.0167	0.0164	0.0169	0.0162	0.0157	0.0157	0.0160	
Z Factor	0.9964	0.9967	0.9960	0.9960	0.9961	0.9959	0.9961	0.9958	0.9962	0.9964	0.9964	0.9963	

Allocation	A	B	B	B	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
Type:	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
real 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	0.2076	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
Total	5.6750	4.9904	6.4311	6.3782	5.9835	6.4714	6.0227	6.3123	5.8099	5.7476	5.7476	5.7556
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 well's share of the actual gallons from ECMS are then allocated to each well in proportion to each well's 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 well's 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 well's 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												
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
Propane	17,996	0	0	0	42,134	52,414	0	50,710	62,323	0	0	210,114
Isobutane	3,066	0	0	0	7,480	11,420	0	11,028	12,912	0	0	35,756
N-butane	6,493	0	0	0	16,442	20,988	0	21,299	24,160	0	0	75,345
Isopentane	1,756	0	0	0	5,052	7,160	0	7,708	8,224	0	0	22,591
N-pentane	2,022	0	0	0	6,121	7,672	0	8,913	9,034	0	0	27,153
C6+	3,474	0	0	0	13,965	15,950	0	24,044	21,416	0	0	58,980
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%
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%
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%
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%
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%
Allocation A share- NGL gallons												
Ethane	11,700	0	0	0	26,815	32,592	0	32,341	41,631	0	0	141,107
Propane	15,151	0	0	0	35,473	44,129	0	42,694	52,471	0	0	176,900
Isobutane	2,804	0	0	0	6,842	10,445	0	10,086	11,810	0	0	32,704
N-butane	6,191	0	0	0	15,677	20,012	0	20,308	23,036	0	0	71,840
Gasoline	6,847	0	0	0	23,732	29,059	0	38,390	36,510	0	0	102,641
Allocation A share- MMBtu												
wellhead MMBtu	16,663	0	0	0	39,526	46,144	0	49,074	61,965	0	0	201,949
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%
share of ECMS "Net Deliv"	14,816	0	0	0	35,144	41,028	0	43,634	55,095	0	0	179,560
share of ECMS "Plant Fuel"	370	0	0	0	879	1,026	0	1,091	1,377	0	0	4,489

Allocation	A	B	B	B	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	
Type:	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	
Allocation A share- NGL shrink (MMBtu)													
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	18,197	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	16,294
Gasoline	784	0	0	0	2,717	3,327	0	4,395	4,180	0	0	11,750	27,152
share of residue, MMBtu	10,576	0	0	0	24,213	27,357	0	28,962	38,405	0	0	127,052	256,585
Step 5- Allocate ECMS NGL and residue gas values, Allocation B. Same concepts are applied for Allocation B (wells behind Amine Outlet) as in Step 4 for those wells not behind the Amine Outlet.													
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%	100.00%
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%	100.00%
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%	100.00%
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%	100.00%
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%	100.00%
Allocation B share- NGL gallons													
Ethane	0	15,421	56,249	69,437	0	0	0	0	0	0	0	0	141,107
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	102,641
Allocation B share- MMBtu													
wellhead MMBtu	0	23,806	88,023	108,057	0	0	0	0	0	0	0	0	219,886
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%	100.00%
share of ECMS "Net Deliv"	0	19,440	71,880	88,240	0	0	0	0	0	0	0	0	179,560
share of ECMS "Plant Fuel"	0	486	1,797	2,206	0	0	0	0	0	0	0	0	4,489
Allocation B share- NGL shrink (MMBtu)													
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	127,052

Allocation	A	B	B	B	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	
Type:	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	
Step 6- N/A													
Step 7- N/A													
Step 8a (value calcs)- ECMS is returning gas to ARC (meter 511039), which is being used for gas lift and fuel. Had this gas not been returned to ARC, it would have been sold; this step computes each wells' share of the gas returned through 511039 at the value per MMBtu computed in Step 7.													
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 residue MMBtus for "sale" of gas from ECMS 511039, to compute total gallons/MMBtus of ECMS gas returned, and to gross up each wells' gallons/MMBtus													
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%				
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				
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%				
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													
ethane	4.09%	5.39%	19.65%	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	3.94%	2.81%	19.55%	23.37%	9.98%	12.74%	0.00%	12.93%	14.67%				100.00%
gasoline	2.89%	2.75%	18.25%	22.28%	10.01%	12.25%	0.00%	16.19%	15.39%				100.00%
Share of incremental gallons													
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	B	B	B	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
Type:	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
residue 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	40,671			40,671
Allocation A share of Net Deliv, MMBtu (Step 4)	10,576	0	0	0	24,213	27,357	0	28,982	38,405			129,533
Allocation B share of Net Deliv, MMBtu (Step 5)	0	15,097	50,144	61,810	0	0	0	0	0			127,052
Share of Net Delivered	4.12%	5.88%	19.54%	24.09%	9.44%	10.66%	0.00%	11.30%	14.97%			100.00%
incremental residue, MMBtu	1,676	2,393	7,948	9,798	3,838	4,336	0	4,594	6,088			40,671
Step 8b (gallon and Btu calcs) - Calculate gallons and residue MMBtu of Santana gas returned to field; use the gallons and MMBtus from Step 4 (sold gas) and apply ratio of sold to return gas to compute gallons and MMBtus in return 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	8,547	8,547	
n butane, gal	16,672	16,672	16,672	16,672	16,672	16,672	16,672	16,672	16,672	16,672	16,672	
gasoline, gal	26,424	26,424	26,424	26,424	26,424	26,424	26,424	26,424	26,424	26,424	26,424	
residue, MMBtu	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 returned gas in Step 8b is added to the value of the gas through ECMS 511039 computed in Step 8a to determine the total value of gas returned to the field. Each wells' share of this value is determined by taking that wells' metered returned gas usage in Mcf divided by the sum of all the meters measuring gas returned to the field.												
Meter	8180013	8180009	8180020	8180041	8180012	8180018	8180032	8180044	8180029	8180055	8180054	
Mcf, metered	762	22,015	1,034	298	207	198	11,108	16,423	332	16,728	18,732	
Share of return gas, %	0.80%	23.10%	1.09%	0.31%	0.22%	0.21%	11.66%	17.23%	0.35%	17.55%	19.66%	
Step 9a (gallon and Btu calcs)- Allocation of returned gas gallons and MMBtus from ECMS and Santana												
combine the gallons and MMBtus from ECMS and Santana (8a+8b)												
ethane, gal	75,474	75,474	75,474	75,474	75,474	75,474	75,474	75,474	75,474	75,474	75,474	
propane, gal	95,860	95,860	95,860	95,860	95,860	95,860	95,860	95,860	95,860	95,860	95,860	
isobutane, gal	20,121	20,121	20,121	20,121	20,121	20,121	20,121	20,121	20,121	20,121	20,121	
n butane, gal	40,549	40,549	40,549	40,549	40,549	40,549	40,549	40,549	40,549	40,549	40,549	
gasoline, gal	46,400	46,400	46,400	46,400	46,400	46,400	46,400	46,400	46,400	46,400	46,400	
residue, MMBtu	68,467	68,467	68,467	68,467	68,467	68,467	68,467	68,467	68,467	68,467	68,467	
Share of return gas, %	0.80%	23.10%	1.09%	0.31%	0.22%	0.21%	11.66%	17.23%	0.35%	17.55%	19.66%	
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	

Allocation	A	B	B	B	A	A	A	A	A	C	C	A
Well Name:	BB King	Gateway 22	Johnny Cash	Aliman 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
Meter # —>	8180004	8180001	8180019	8180039	8180008	8180016	8180030	8180042	8180027	111120	111119	8180024
Step 9b- Gas returned to the field is used to power electric generators and gas lift compressors, and for injecting gas lift downhole to facilitate production of oil and gas. This step divides the value of the return gas in Step 9a to each type of gas use.												
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				
Modified Generator Mcf	403	403	403	298			403	403				
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				
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				
Gas Lift Injected Mcf		20,527	0	0			9,620	14,935				
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												
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%			9.77%	6.61%				
Gas Lift Injected %	0.00%	93.24%	0.00%	0.00%			86.60%	90.94%		100.00%	100.00%	
Other %												
Total, %	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%	
Generator 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	
Gas 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	
Gas 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	

Allocation	A	B	B	B	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
Type:	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
Other share												
ethane, gal	0	0	0	0	0	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	0	
n butane, gal	0	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	
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	
Step 10 (gallons and Btu) - Compute sold plus incremental minus injected, gallons and MMBtu												
Sold to ECMS from Step 4												
ethane, gal	11,700	15,421	56,249	69,437	26,815	32,592	0	32,341	41,631	0	0	286,185
propane, gal	15,151	15,456	73,724	87,719	35,473	44,129	0	42,694	52,471	0	0	366,816
isobutane, gal	2,804	2,143	13,212	17,349	6,842	10,445	0	10,086	11,810	0	0	74,691
n butane, gal	6,191	4,421	30,709	36,710	15,677	20,012	0	20,308	23,036	0	0	157,064
gasoline, gal	6,847	6,527	43,279	52,835	23,732	29,059	0	38,390	36,510	0	0	237,178
residue, MMBtu	10,576	15,097	50,144	61,810	24,213	27,357	0	28,982	38,405	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	6,598	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												
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	
Sold plus incremental minus injected												
ethane, gal	13,554	1,608	65,162	80,438	31,064	37,755	-7,619	25,637	48,227	-13,248	-14,835	
propane, gal	17,542	-2,753	85,357	101,562	41,071	51,092	-9,677	34,408	60,751	-16,827	-18,842	
isobutane, gal	3,238	-1,859	15,259	20,037	7,902	12,063	-2,031	8,496	13,640	-3,532	-3,955	
n butane, gal	7,133	-3,641	35,377	42,290	18,061	23,054	-4,093	17,040	26,538	-7,118	-7,970	
gasoline, gal	7,423	-2,917	46,924	57,284	25,731	31,506	-4,684	34,351	39,585	-8,145	-9,120	
residue, MMBtu	12,253	2,742	58,093	71,608	28,051	31,693	-6,911	22,845	44,493	-12,018	-13,458	
										Clark and Dagger have their own ECMS sales statements		

EAGLECLAW MIDSTREAM

East Toyah PERCENT OF PROCEEDS (FIXED RECOVERY) STATEMENT

Volume Information		
	MCF	MMBTU
HP Delivery Point	340,117.08	430,145.34
Liquids Injection Point	3,037.48	14,256.54
Gross Purchase Delivery	343,154.56	444,401.88
Compressor Fuel	(14,168.69)	(16,598.82)
Buyback	(49,962.11)	(58,526.32)
Net Purchase Delivery	279,023.76	369,276.74
Plant Fuel/Flare	(8,841.25)	(9,231.92)
Gain/Loss	-	-
Electricity	-	-
Inlet Delivery Point	358,059.00	466,813.00

Lease & Contract Information								
Prod Mth	Meter #	Lease Name	Operator Name	Alloc Decimal	Contract #	Ctr Pty Name	Pressure Base	BTU Basis
Oct-17		Summary	Atlantic Resources Company, LLC	1.000000	01-006	Atlantic Resources Company, LLC	14.65	D
Liquid Settlement								
	Theoretical Gallons	Fixed Recovery %	Shrink MCF	Shrink MMBTU	POP%	Settlement Unit	Price	Liquid Value
ETHANE	845,314.82	33.855%	10,762.28	18,985.52	100.00	286,185.16	\$ 0.13315	\$ 38,105.79
PROPANE	386,123.76	95.00%	13,390.68	33,586.92	100.00	366,817.57	\$ 0.79960	\$ 293,305.69
ISO BUTANE	76,215.16	98.00%	2,295.47	7,441.45	100.00	74,690.86	\$ 0.91968	\$ 68,691.67
NORMAL BUTANE	160,269.52	98.00%	5,010.50	16,293.63	100.00	157,064.13	\$ 0.92483	\$ 145,257.93
NATURAL GAS	242,018.77	98.00%	5,951.95	27,152.45	100.00	237,178.40	\$ 1.10073	\$ 261,068.24
Totals	1,709,942.02		37,410.88	103,460.17		1,121,936.11		\$ 806,429.33

Residue Settlement									
	Net Delivered	Plant Fuel	Plant L&U	Shrink	Fixed Recovery %	Residue Sales	POP%	Settlement Residue	Price Residue Value
Plant	369,276.74	9,231.92	0.00	103,460.17	0.00	0.00	100.00%	256,584.64	\$2.43 \$623,468.67
Totals								256,584.64	\$2.43 \$623,468.67

Fees & Adjustments			
Type	Basis	Rate	Value
CONTRACT PRICE Reduction	369,276.74	\$ 0.632883	\$ 233,701.46
NGL PIPELINE Reduction	1,032,189.55	\$ 0.010000	\$ 10,321.90
INLET DELIVERY Fee	358,059.00	\$ 0.229688	\$ 81,775.32
CURTAILMENT Penalty	-	\$ 0.150000	\$ -
FUEL CONDITIONER LEASE Cost	-	-	\$ 3,450.00
GAS LIFT Fee	-	-	\$ -
ELECTRICITY Fee	-	\$ 2.429875	\$ -
Total			\$ 329,248.68

Comments	

Settlement Summary			
	Basis	Rate	Value
Residue Value	256,584.64	\$2.4299	\$ 623,468.67
Liquid Value	1,121,936.11	\$0.7188	\$ 806,429.33
FL&U Overage	-	\$2.4299	\$ -
Inlet Delivery Fee	-	-	\$ (81,775.32)
Curtailment Fee	-	-	\$ -
Fuel Conditioner Lease Cost	-	-	\$ (3,450.00)
NGL Pipeline Reduction	-	-	\$ (10,321.90)
Contract Price Reduction	-	-	\$ (233,701.46)
Producer Contract price	-	-	\$ 1,100,649.33
PPA's	-	-	\$ -
Net Payment	-	-	\$ 1,100,649.33

Plant Contacts	
Accounting	
Measurement	

East Toyah
PERCENT OF PROCEEDS (FIXED RECOVERY) STATEMENT

Volume Information		
	MCF	MMBTU
Gross Wellhead	340,117.08	430,145.34
Buy Back	(49,962.11)	(59,526.32)
Field Fuel	-	-
Compressor Fuel	(14,166.69)	(18,596.82)
Net Delivered	275,988.28	355,020.20
Liquid Shrink	(34,441.86)	(89,526.67)
Plant Fuel/Flare	(8,307.64)	(8,875.50)
Plant Gain/Loss	-	-
Electricity	-	-
Inlet Deliver Point	356,059.00	466,813.00
Net Residue	233,236.78	256,618.02

Lease & Contract Information								
Prod Mth	Meter #	Lease Name	Operator Name	Alloc Decimal	Contract #	Ctr Pty Name	Pressure Base	BTU Basis
Oct-17	111041	LOWE COMPRESSOR DISCHARG	Atlantic Resources Company, LLC	1.000000	01-008	Atlantic Resources Company, LLC	14.65	D
Liquid Settlement								
	Theoretical Gallons	Fixed Recovery %	Shrink MCF	Shrink MMBTU	POP%	Settlement Unit	Price	Liquid Value
ETHANE	845,069.99	33.855%	10,759.16	18,980.02	100.00	286,102.27	\$ 0.13315	\$ 38,094.76
PROPANE	384,448.89	95.00%	13,332.59	33,441.23	100.00	365,226.45	\$ 0.79960	\$ 292,033.43
ISO BUTANE	74,516.30	98.00%	2,244.31	7,275.58	100.00	73,025.97	\$ 0.91968	\$ 67,160.51
NORMAL BUTANE	153,724.36	98.00%	4,805.88	15,628.42	100.00	150,649.87	\$ 0.92483	\$ 139,325.82
NATURAL GAS	128,609.61	98.00%	3,299.92	14,201.42	100.00	126,037.42	\$ 1.10073	\$ 138,732.56
Totals	1,586,369.15		34,441.86	89,526.67		1,001,041.98		\$ 675,347.09

Residue Settlement								
	Net Delivered	Plant Fuel	Plant L&U	Shrink	Fixed Recovery %	Residue Sales	POP%	Settlement Residue
Plant	355,020.20	8,875.50	-	89,526.67	0.00	0.00	100.00	256,618.02
Totals								256,618.02
								\$2.43
								\$623,549.78

Analysis		
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	0.1640
Nor Pentane	0.4573	0.1650
Hexane Plus	0.3373	0.1470
Totals	100.00	5.7480
BTU Factor:	1.284698	

Fees & Adjustments			
Type	Basis	Rate	Value
CONTRACT PRICE Reduction	355,020.20	\$ 0.632863	\$ 224,679.03
NGL PIPELINE Reduction	920,966.05	\$ 0.010000	\$ 9,209.66
INLET DELIVERY Fee	356,059.00	\$ 0.229668	\$ 81,775.32
CURTALMENT Penalty	-	\$ 0.150000	\$ -
FUEL CONDITIONER LEASE Cost	-	\$ -	\$ 3,450.00
GAS LIFT Fee	-	\$ -	\$ -
ELECTRICITY Fee	-	\$ -	\$ -
Total			\$ 319,114.01
Comments			

Settlement Summary			
	Basis	Rate	Value
Residue Value	256,618.02	\$2.4299	\$ 623,549.78
Liquid Value	1,001,041.98	\$0.6746	\$ 675,347.09
FL&U Overage	-	\$2.4299	\$ -
Inlet Delivery Fee	-	\$ -	\$ (81,775.32)
Curtalment Fee	-	\$ -	\$ -
Fuel Conditioner Lease Cost	-	\$ -	\$ (3,450.00)
NGL Pipeline Reduction	-	\$ -	\$ (9,209.66)
Contract Price Reduction	-	\$ -	\$ (224,679.03)
Producer Contract price	-	\$ -	\$ 979,782.86
PPA's	-	\$ -	\$ -
Net Payment	-	\$ -	\$ 979,782.86
Plant Contacts			
Accounting Measurement			

EAGLECLAW MIDSTREAM

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	-	-
Electricity	-	-
Inlet Deliver Point	3,037.48	14,256.54
Net Residue	(265.15)	(33.38)

Analysis		
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	6.9810	4.0818
Hexane Plus	64.8940	30.7286
Totals	100.00	40.6827
BTU Factor:	4.693543	

Lease & Contract Information									
Prod Mth	Meter #	Lease Name	Operator Name	Alloc Decimal	Contract #	Ctr Pty Name	Pressure Base	BTU Basis	
Oct-17	111040	Lowe Liquids	Atlantic Resources Company, LLC	1.000000	01-005	Atlantic Resources Company, LLC	14.65	D	
Liquid Settlement									
	Theoretical Gallons	Fixed Recovery %	Shrink MCF	Shrink MMBTU	POP%	Settlement Unit	Price	Liquid Value	
ETHANE	244.82	33.855%	3.12	5.50	100.00	82.89	\$ 0.13315	\$	11.04
PROPANE	1,674.87	95.00%	58.08	145.69	100.00	1,591.12	\$ 0.79960	\$	1,272.25
ISO BUTANE	1,698.86	98.00%	51.17	165.87	100.00	1,664.89	\$ 0.91968	\$	1,531.16
NORMAL BUTANE	6,545.16	98.00%	204.82	665.42	100.00	6,414.26	\$ 0.92483	\$	5,932.11
NATURAL GAS	113,409.17	98.00%	2,652.03	12,951.03	100.00	111,140.98	\$ 1.10073	\$	122,335.68
Totals	123,572.88		2,959.02	13,933.51		120,894.13		\$	131,082.24
Residue Settlement									
	Net Delivered	Plant Fuel	Plant L&U	Shrink	Fixed Recovery %	Residue Sales	POP%	Settlement Residue	Price Residue Value
Plant	14,256.54	356.41	-	13,933.51	0.00	0.00	100.00	(33.38)	\$2.43 (\$81.11)
Totals								(33.38)	\$2.43 (\$81.11)

Fees & Adjustments			
Type	Basis	Rate	Value
CONTRACT PRICE Reduction	14,256.54	\$ 0.632863	\$ 9,022.43
NGL PIPELINE Reduction	111,223.50	\$ 0.010000	\$ 1,112.24
INLET DELIVERY Fee	-	\$ -	\$ -
CURTAILMENT Penalty	-	\$ 0.150000	\$ -
FUEL CONDITIONER LEASE Coat	-	\$ -	\$ -
GAS LIFT Fee	-	\$ -	\$ -
ELECTRICITY Fee	-	\$ -	\$ -
Total			\$ 10,134.67
Comments			

Settlement Summary			
	Basis	Rate	Value
Residue Value	(33.38)	\$2.4299	\$ (81.11)
Liquid Value	120,894.13	\$1.0843	\$ 131,082.24
FL&U Overage	-	\$2.4299	\$ -
Inlet Delivery Fee	-	\$ -	\$ -
Curtailment Fee	-	\$ -	\$ -
Fuel Conditioner Lease Cost	-	\$ -	\$ -
NGL Pipeline Reduction	-	\$ -	\$ (1,112.24)
Contract Price Reduction	-	\$ -	\$ (9,022.43)
Producer Contract price	-	\$ -	\$ 120,866.47
PPA's	-	\$ -	\$ -
Net Payment	-	\$ -	\$ 120,866.47
Plant Contacts			
Accounting Measurement			

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)	(13,194.88)
Field Fuel	-	-
Compressor Fuel	(3,164.31)	(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	-	-
Electricity	-	-
Inlet Deliver Point	77,363.92	100,190.74
Net Residue	52,523.11	57,846.64

Lease & Contract Information									
Prod Mth	Meter #	Lease Name	Operator Name	Alloc Decimal	Contract #	Ctr Pty Name	Pressure Base	BTU Basis	
Oct-17		Summary	Atlantic Resources Company, LLC	1.000000	01-028	Atlantic Resources Company, LLC	14.65	D	
Liquid Settlement									
	Theoretical Gallons	Fixed Recovery %	Shrink MCF	Shrink MMBTU	POP%	Settlement Unit	Price	Liquid Value	
ETHANE	190,575.05	33.855%	2,426.34	4,280.26	100.00	64,520.05	\$ 0.13315	\$	8,590.90
PROPANE	87,051.17	95.00%	3,018.91	7,572.13	100.00	82,698.61	\$ 0.79960	\$	66,125.44
ISO BUTANE	17,182.71	98.00%	517.51	1,677.68	100.00	16,839.06	\$ 0.91968	\$	15,486.54
NORMAL BUTANE	36,132.98	98.00%	1,129.62	3,673.47	100.00	35,410.32	\$ 0.92483	\$	32,748.59
NATURAL GAS	54,570.43	98.00%	1,342.04	6,122.35	100.00	53,479.02	\$ 1.10073	\$	58,895.70
Totals	385,512.34		8,434.43	23,325.89		252,947.05		\$	181,817.18

Residue Settlement									
	Net Delivered	Plant Fuel	Plant L&U	Shrink	Fixed Recovery %	Residue Sales	POP%	Settlement Residue	Price
Plant	83,253.88	2,081.35	-	23,325.89	0.00	0.00	100.00	57,846.64	\$2.43
Totals								57,846.64	\$2.43

Fees & Adjustments			
Type	Basis	Rate	Value
CONTRACT PRICE Reduction	83,253.88	\$ 0.697407	\$ 58,061.86
NGL PIPELINE Reduction	250,766.17	\$ 0.010000	\$ 2,507.66
INLET DELIVERY Fee	76,678.92	\$ 0.230000	\$ 17,636.15
CURTAILMENT Penalty	-	\$ 0.150000	\$ -
FUEL CONDITIONER LEASE Cost	-	\$ -	\$ -
GAS LIFT Fee	-	\$ -	\$ -
ELECTRICITY Fee	-	\$ -	\$ -
Total			\$ 78,205.68

Comments

Settlement Summary			
Basis	Rate	Value	
Residue Value	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	-	\$ -	\$ -
Curtailment Fee	-	\$ -	\$ (17,636.15)
Fuel Conditioner Lease Cost	-	\$ -	\$ -
NGL Pipeline Reduction	-	\$ -	\$ (2,507.66)
Contract Price Reduction	-	\$ -	\$ (58,061.86)
Producer Contract price	-	\$ -	\$ 244,171.63
PPA's	-	\$ -	\$ -
Net Payment	-	\$ -	\$ 244,171.63

Plant Contacts	
Accounting	
Measurement	

East Toyah
PERCENT OF PROCEEDS (FIXED RECOVERY) STATEMENT

Volume Information		
	MCF	MMBTU
Gross Wellhead	40,057.43	50,660.55
Buy Back	(5,884.31)	(6,892.96)
Field Fuel	-	-
Compressor Fuel	(1,668.72)	(1,954.93)
Net Delivered	32,504.40	41,812.65
Liquid Shrink	(4,056.40)	(10,544.04)
Plant Fuel/Flare	(978.44)	(1,045.32)
Plant Gain/Loss	-	-
Electricity	-	-
Inlet Deliver Point	40,057.43	50,660.55
Net Residue	27,469.56	30,223.30

Analysis		
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	5.0881	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	

Lease & Contract Information									
Prod Mth	Meter #	Lease Name	Operator Name	Alloc Decimal	Contract #	Ctr Pty Name	Pressure Base	BTU Basis	
Oct-17	111119	State Dagger 37-48	Atlantic Resources Company, LLC	1.000000	01-028	Atlantic Resources Company, LLC	14.65	D	
Liquid Settlement									
	Theoretical Gallons	Fixed Recovery %	Shrink MCF	Shrink MMBTU	POP%	Settlement Unit	Price	Liquid Value	
ETHANE	99,528.48	33.855%	1,267.16	2,235.38	100.00	33,695.82	\$ 0.13315	\$	4,486.63
PROPANE	45,278.63	95.00%	1,570.25	3,938.55	100.00	43,014.70	\$ 0.79960	\$	34,394.36
ISO BUTANE	8,776.19	98.00%	264.32	856.88	100.00	8,600.66	\$ 0.91968	\$	7,909.66
NORMAL BUTANE	18,104.95	98.00%	566.01	1,840.64	100.00	17,742.85	\$ 0.92483	\$	16,409.16
NATURAL GAS	15,147.05	98.00%	388.65	1,672.58	100.00	14,844.11	\$ 1.10073	\$	16,339.25
Totals		186,835.30	4,056.40	10,544.04		117,898.14		\$	79,539.25

Residue Settlement									
	Net Delivered	Plant Fuel	Plant L&U	Shrink	Fixed Recovery %	Residue Sales	POP%	Settlement Residue	Price
Plant	41,812.65	1,045.32	-	10,544.04	0.00	0.00	100.00	30,223.30	\$2.43
Totals								30,223.30	\$2.43

Fees & Adjustments			
Type	Basis	Rate	Value
CONTRACT PRICE Reduction	41,812.65	\$ 0.700000	\$ 29,268.86
NGL PIPELINE Reduction	117,898.14	\$ 0.010000	\$ 1,178.98
INLET DELIVERY Fee	40,057.43	\$ 0.230000	\$ 9,213.21
CURTALMENT Penalty	-	\$ 0.150000	\$ -
FUEL CONDITIONER LEASE Cost		\$ -	\$ -
GAS LIFT Fee		\$ -	\$ -
ELECTRICITY Fee		\$ -	\$ -
Total			\$ 39,661.05
Comments			

Settlement Summary			
Basis	Rate	Value	
Residue Value	30,223.30	\$2.4299	\$ 73,438.84
Liquid Value	117,898.14	\$0.6746	\$ 79,539.29
FL&U Overage	-	\$2.4299	\$ -
Inlet Delivery Fee			\$ (9,213.21)
Curtailment Fee			\$ -
Fuel Conditioner Lease Cost			\$ -
NGL Pipeline Reduction			\$ (1,178.98)
Contract Price Reduction			\$ (29,268.86)
Producer Contract price			\$ 113,317.08
PPA's			\$ -
Net Payment			\$ 113,317.08
Plant Contacts			
Accounting Measurement			

EAGLECLAW MIDSTREAM

East Toyah PERCENT OF PROCEEDS (FIXED RECOVERY) STATEMENT

Volume Information		
	MCF	MMBTU
Gross Wellhead	685.00	3,215.08
Buy Back	-	-
Field 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	-	-
Electricity	-	-
Inlet Deliver Point	685.00	3,215.08
Net Residue	(59.80)	(7.53)

Lease & Contract Information									
Prod Mth	Meter #	Lease Name	Operator Name	Alloc Decimal	Contract #	Ctr Pty Name	Pressure Base	BTU Basis	
Oct-17	1110409	Lowe Liquids - Atlantic	Atlantic Resources Company, LLC	1.000000	01-028	Atlantic Resources Company, LLC	14.65	D	
Liquid Settlement									
	Theoretical Gallons	Fixed Recovery %	Shrink MCF	Shrink MMBTU	POP%	Settlement Unit	Price	Liquid Value	
ETHANE	55.21	33.855%	0.70	1.24	100.00	18.69	\$ 0.13315	\$	2.49
PROPANE	377.71	95.00%	13.10	32.85	100.00	358.82	\$ 0.79980	\$	286.91
ISO BUTANE	383.12	98.00%	11.54	37.41	100.00	375.46	\$ 0.91968	\$	345.30
NORMAL BUTANE	1,476.04	98.00%	46.15	150.08	100.00	1,446.52	\$ 0.92483	\$	1,337.79
NATURAL GAS	25,575.57	98.00%	598.08	2,920.66	100.00	25,064.06	\$ 1.10073	\$	27,588.64
Totals	27,867.65		669.56	3,142.23		27,263.55		\$	29,561.13

Residue Settlement									
	Net Delivered	Plant Fuel	Plant L&U	Shrink	Fixed Recovery %	Residue Sales	POP%	Settlement Residue	Price
Plant	3,215.08	80.38	-	3,142.23	0.00	0.00	100.00	(7.53)	\$2.43
Totals								(7.53)	\$2.43

Analysis		
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	

Fees & Adjustments			
Type	Basis	Rate	Value
CONTRACT PRICE Reduction	3,215.08	\$ 0.632863	\$ 2,034.70
NGL PIPELINE Reduction	25,082.67	\$ 0.010000	\$ 250.83
INLET DELIVERY Fee	-	\$ -	\$ -
CURTAILMENT Penalty	-	\$ 0.150000	\$ -
FUEL CONDITIONER LEASE Cost	-	\$ -	\$ -
GAS LIFT Fee	-	\$ -	\$ -
ELECTRICITY Fee	-	\$ -	\$ -
Total			\$ 2,285.53

Comments	

Settlement Summary			
	Basis	Rate	Value
Residue Value	(7.53)	\$2.4299	\$ (18.29)
Liquid Value	27,263.55	\$1.0843	\$ 29,561.13
FL&U Overage	-	\$2.4299	\$ -
Inlet Delivery Fee	-	\$ -	\$ -
Curtailment Fee	-	\$ -	\$ -
Fuel Conditioner Lease Cost	-	\$ -	\$ -
NGL Pipeline Reduction	-	\$ -	\$ (250.83)
Contract Price Reduction	-	\$ -	\$ (2,034.70)
Producer Contract price	-	\$ -	\$ 27,257.31
PPA's	-	\$ -	\$ -
Net Payment			\$ 27,257.31

Plant Contacts	
Accounting Measurement	

East Toyah
PERCENT OF PROCEEDS (FIXED RECOVERY) STATEMENT

Volume Information		
	MCF	MMBTU
Gross Wellhead	36,621.48	46,315.11
Buy Back	(5,379.56)	(6,301.71)
Field Fuel	-	-
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	-	-
Electricity	-	-
Inlet Deliver Point	36,621.48	46,315.11
Net Residue	25,113.34	27,630.88

Lease & Contract Information									
Prod Mth	Meter #	Lease Name	Operator Name	Alloc Decimal	Contract #	Ctr Pty Name	Pressure 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 Settlement									
	Theoretical Gallons	Fixed Recovery %	Shrink MCF	Shrink MMBTU	POP%	Settlement Unit	Price	Liquid Value	
ETHANE	90,991.36	33.855%	1,158.47	2,043.64	100.00	30,805.54	\$ 0.13315	\$	4,101.78
PROPANE	41,394.83	95.00%	1,435.56	3,600.72	100.00	39,325.09	\$ 0.79960	\$	31,444.16
ISO BUTANE	8,023.41	98.00%	241.65	783.38	100.00	7,862.94	\$ 0.91968	\$	7,231.39
NORMAL BUTANE	16,551.99	98.00%	517.46	1,682.76	100.00	16,220.95	\$ 0.92483	\$	15,001.65
NATURAL GAS	13,847.80	98.00%	355.31	1,529.11	100.00	13,570.85	\$ 1.10073	\$	14,937.77
Totals	170,809.39		3,708.46	9,639.62		107,785.36		\$	72,716.76

Residue Settlement									
	Net Delivered	Plant Fuel	Plant L&U	Shrink	Fixed Recovery %	Residue Sales	POP%	Settlement Residue	Price Residue Value
Plant	38,226.15	955.65	-	9,639.62	0.00	0.00	100.00	27,630.88	\$2.43 \$67,139.58
Totals								27,630.88	\$2.43 \$67,139.58

Analysis		
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	0.1850
Hexane Plus	0.3373	0.1470
Totals	100.00	5.7480
BTU Factor	1.264698	

Fees & Adjustments			
Type	Basis	Rate	Value
CONTRACT PRICE Reduction	38,226.15	\$ 0.700000	\$ 26,758.30
NGL PIPELINE Reduction	107,785.36	\$ 0.010000	\$ 1,077.85
INLET DELIVERY Fee	38,621.48	\$ 0.230000	\$ 8,422.94
CURTALMENT Penalty	-	\$ 0.150000	\$ -
FUEL CONDITIONER LEASE Cost	\$ -	\$ -	\$ -
GAS LIFT Fee	\$ -	\$ -	\$ -
ELECTRICITY Fee	\$ -	\$ -	\$ -
Total			\$ 36,259.10
Comments			

Settlement Summary			
	Basis	Rate	Value
Residue Value	27,630.88	\$2.4299	\$ 67,139.58
Liquid Value	107,785.36	\$0.6746	\$ 72,716.76
FL&U Overage	-	\$2.4299	\$ -
Inlet Delivery Fee			\$ (8,422.94)
Curtalment Fee			\$ -
Fuel Conditioner Lease Cost			\$ -
NGL Pipeline Reduction			\$ (1,077.85)
Contract Price Reduction			\$ (26,758.30)
Producer Contract price			\$ 103,597.24
PPA's			\$ -
Net Payment			\$ 103,597.24
Plant Contacts			
Accounting Measurement			

Comminge 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.

P-17 RRC Request Status	Lease Comminge Facility Name	RRC Field Name	RRC Lease Name	RRC Well No.	SEE NOTE 3		RRC Lease Form P4 Operator	RRC Lease Type (Oil/Gas)	RRC Well Status	SEE NOTE 1		GLO or Private Unit Name (If Unitized)	GLO Unit No.	SEE NOTE 2	
					RRC Lease/ID No.	Wellbore 10 Digit API No.				State Mineral Lease No.				State Mineral Lease or Unit Net Royalty Interest	
2/6/2018	MoDino Gathering Line	Ford, West (Wolfcamp)	Allman 24	1H	DP828612	4238936164	036555	Gas	WOC						
2/6/2018	MoDino Gathering Line	Ford, West (Wolfcamp)	Allman 24	6H	283015	4238935082	036555	Gas	Active						
2/6/2018	MoDino Gathering Line	Ford, West (Wolfcamp)	Orbison 28 6H	6H	280226	4238934995	036555	Gas	Active	117754, 117755, 117756, 117757, 117758		Orbison 28 Unit	7735	0.046848	
2/6/2018	MoDino Gathering Line	Ford, West (Wolfcamp)	Santana 29 2H	2H	281470	4238935266	036555	Gas	Active						
2/6/2018	MoDino Gathering Line	Ford, West (Wolfcamp)	State BB King 32 2H	2H	279613	4238934984	036555	Gas	Active	112396		BB King 32 2H	N/A	0.125000	
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	0.125000	
2/6/2018	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	0.125000	
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	0.125000	
2/6/2018	MoDino Gathering Line	Ford, West (Wolfcamp)	State Gateway 37-48 3H	3H	DP823619	4238935747	036555	Gas	Active	111869, 114473, 116893, 117612		State Gateway 37-48 #3H Unit	8316	0.125000	
2/6/2018	MoDino Gathering Line	Ford, West (Wolfcamp)	State Gateway 38 2H	2H	282664	4238935427	036555	Gas	Active	111869		State Gateway 38 #2H	N/A	0.125000	
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	0.234380	
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	0.125000	
					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.

File No. ME 111869

Reeves County

Commingling Approval

Date Filed: 5/22/2018

George P. Bush, Commissioner
By Thomas M. Oding

**RAILROAD COMMISSION OF TEXAS****Form G-1**

1701 N. Congress
P.O. Box 12967
Austin, Texas 78701-2967

Status: Submitted
Date: 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: 1		Distance to nearest well in lease & reservoir (ft.): 0.0	
Total number of acres in lease: 1280.00		Elevation (ft.): 3227 GR	
Total depth TVD (ft.): 9817		Total depth MD (ft.): 17067	
Plug back depth TVD (ft.):		Plug back depth MD (ft.):	
Was directional survey made other than inclination (Form W-12)? Yes		Rotation time within surface casing (hours): 24.0	
Recompletion or reclass? No		Is Cementing Affidavit (Form W-15) attached? No	
Type(s) of electric or other log(s) run: Combo of Induction/Neutron/Density		Multiple completion? No	
Electric Log Other Description:			
Location of well, relative to nearest lease boundaries of lease on which this well is located:		Off Lease: No	
		North Line and	
		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.	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.): 700.0 Date: 02/28/2017
 SWR 13 Exception Depth (ft.):

GAS MEASUREMENT DATA

Date of test: 10/09/2017 Gas measurement method(s):
 Gas production during test (MCF): 2364 Orifice Meter, Flange Taps
 Was the well preflowed for 48 hours? Yes

Run No.	Line size	Orif. or Choke Size (in.)	24 hr. Coeff. Orif. Or Choke (in.)	Static Pm or Choke (in.)	Diff (hw)	Flow Temp (°F)	Temp. (Ftf)	Gravity (Fg)	Compress (Fpv)	Volume (MCF/day)
1	4.026	2	26235.75	96.5	28.6	112.4	0.9534	0.7812	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): 14963 Gravity (mixture): Gmix= 0.934
 Avg. shut in temp. (°F): 127.0 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	1440	0.00	500	70.0
1	4320	2.00	380	110.0

CASING RECORD

Row	Type of Casing	Casing Size (in.)	Hole Size (in.)	Setting Depth (ft.)	Multi - Stage Depth (ft.)	Multi - Stage Shoe Depth (ft.)	Cement Class	Cement Amount (sacks)	Slurry Volume (cu. ft.)	Top of Cement (ft.)	TOC Determined By
1	Surface	13 3/8	17 1/2	1478			C	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		C	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

Row	Liner Size (in.)	Hole Size (in.)	Liner Top (ft.)	Liner Bottom (ft.)	Cement Class	Cement Amount (sacks)	Slurry Volume (cu. ft.)	Top of Cement (ft.)	TOC Determined By
N/A									

TUBING RECORD

Row	Size (in.)	Depth Size (ft.)	Packer Depth (ft.)/Type
1	2 7/8	9108	9300 / ASI-X

PRODUCING/INJECTION/DISPOSAL INTERVAL

Row	Open hole?	From (ft.)	To (ft.)
1	No	L1 10577	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 hydraulic fracturing treatment: 9800

Actual maximum pressure (PSIG) during hydraulic fracturing: 9500

Has the hydraulic fracturing fluid disclosure been reported to FracFocus disclosure registry (SWR29)?

Yes

Row	Type of Operation	Amount and Kind of Material Used	Depth Interval (ft.)
1	Fracture	367,511 (15% HCL ACID; 10# LINEAR GEL; FRESH WATER; SLICKWATER)	10577.0 13845.0

FORMATION RECORD

Formations	Encountered	Depth TVD (ft.)	Depth MD (ft.)	Is formation isolated?	Remarks
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 GAS	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)?

No

REMARKS

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 Bergman**Title:** Production Analyst**Telephone No.:** (432) 253-8321**Date Certified:** 01/26/2018

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, re-classifications, 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

Operator Name: ATLANTIC RESOURCES COMPANY, LLC	District No. 08	Completion Date: 08/18/2017
Field Name FORD, WEST (WOLFCAMP)	Drilling Permit No. 823619	
Lease Name STATE GATEWAY 37-48	Lease/ID No.	Well No. 3H
County REEVES	API No. 42- 389-35747	

SECTION II. LOG STATUS (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 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

Signature

Name (print)

Production Analyst

Title

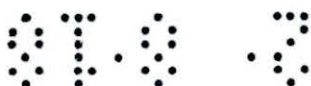
(432) 253-8321

Phone

01/22/2018

Date

-FOR RAILROAD COMMISSION USE ONLY-



Company: ATLANTIC RESOURCES COMPANY LLC

Well: STATE GATEWAY 37 48 3H

Field: FORD WEST WOLFCAMP

County: REEVES State: TEXAS

REEVES FORD WEST WOLFCAMP Section 37, Block 53, Abstract 5043 STATE GATEWAY 37 48 3H ATLANTIC RESOURCES COMPANY LLC	Triple Combo Log				
	Platform Express				
	Resistivity				
	Section: 37, Block: 53, Abstract: 5043 225' FNL and 330' FEL SURVEY: PSL/FORD LL		Elev.: K.B. 3252.00 ft G.L. 3227.00 ft D.F. 3251.00 ft		
County: Field: Location: Well: Company:	Location:	Permanent Datum:		Ground Level	Elev.: 3227.00 f
		Log Measured From:		Kelly Bushing	25.00 ft above Perm. Datum
		Drilling Measured From:		Kelly Bushing	
		API Serial No. 42-389-35747	Section: 37	Block 53	Abstract 5043
Logging Date		26-Jun-2017			
Run Number		2A			
Depth Driller		11200.00 ft			
Schlumberger Depth		11212.00 ft			
Bottom Log Interval		11220.00 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			
MUD	Density	Viscosity	9.5 lbm/gal	40 s	
	Fluid Loss	PH	6 cm3	8	
	Source of Sample		Active Tank		
RM @ Meas Temp		0.09 ohm.m @ 68 degF			
RMF @ Meas Temp		0.06 ohm.m @ 68 degF			
RMC @ Meas Temp					
Source RMF		RMC	Calculated	Calculated	
RM @ BHT		RMF @ BHT	0.04 @ 182	0.02 @ 182	
Max Recorded Temperatures		182 degF			
Circulation Stopped		Time	25-Jun-2017	18:00:00	
Logger on Bottom		Time	26-Jun-2017	03:30:00	
Unit Number	Location:	9105	MIDLAND		
Recorded By		MASSIEL DIEZ			
Witnessed By		JOHN LEONE			



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.

Tracking No.: 182705

1. Field name exactly as shown on proration schedule FORD, WEST (WOLFCAMP)		2. Lease name as shown on proration schedule STATE GATEWAY 37-48					
3. Current operator name exactly as shown on P-5 Organization Report ATLANTIC RESOURCES COMPANY, LLC		4. Operator P-5 no. 036555	5. Oil Lse/Gas ID no	6. County REEVES	7. RRC district 08		
8. Operator address including city, state, and zip code PO BOX 3759 MIDLAND, TX 79702		9. Well no(s) (see instruction E) 3H					
		10. Classification ☐ Oil ☒ Gas ☐ Other (see instruction A)			11. Effective Date 08/18/2017		
12. Purpose of Filing. (Complete section a or b below.) (See instructions B and G) a. Change of: ☐ operator ☐ oil or condensate gatherer ☐ gas gatherer ☐ gas purchaser ☐ gas purchaser system code ☐ field name from _____ ☐ lease name from _____ OR b. New RRC Number for: ☐ oil lease ☒ gas well ☐ other well (specify) _____ Due to: ☒ new completion or recompletion ☐ reclass oil to gas ☐ reclass gas to oil ☐ consolidation, unitization, or subdivision (oil lease only)							
13. Authorized GAS WELL GAS or CASINGHEAD GAS Gatherer(s) and/or Purchaser(s). (See instruction G).							
Gatherer	Purchaser	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)			Purchaser's RRC Assigned System Code	Percent of Take	Full-well stream
X	X	EAGLECLAW MIDSTREAM VENTURES, LLC(238465)			0001	100.0	
14. Authorized OIL or CONDENSATE Gatherer(s). (See instruction G).							
Name of OIL or CONDENSATE Gatherer(s) - List Highest Volume Gatherer First (Attach an additional sheet in same format if more space is needed)						Percent of Take	
PLAINS MARKETING, L.P.(667883)						50.0	
RIO ENERGY INTERNATIONAL, INC.(712543)						50.0	
RRC USE ONLY: Reviewer's initials: _____ Approval date: _____							
15. PREVIOUS OPERATOR CERTIFICATION FOR CHANGE OF OPERATOR P-4 FILING. Being the PREVIOUS OPERATOR, I certify that operating responsibility for the well(s) designated in this filing, located on the subject lease has been transferred in its entirety to the above named Current Operator. I understand, as Previous Operator, that designation of the above named operator as Current Operator is not effective until this certificate is approved by the Commission. Name of Previous Operator _____ Signature _____ Name (print) _____ ☐ Authorized Employee of previous operator ☐ Authorized agent of previous operator (see instruction G) Title _____ Date _____ Phone with area code _____							
16. CURRENT OPERATOR CERTIFICATION. By signing this certificate as the Current Operator, I certify that all statements on this form are true and correct and I acknowledge responsibility for the regulatory compliance of the subject lease including plugging of well(s) pursuant to Rule 14. I further acknowledge that I assume responsibility for the physical operation, control, and proper plugging of each well designated in this filing. I also acknowledge that I will remain designated as the Current Operator until a new certificate designating a new Current Operator is approved by the Commission. Name (print) _____ Cayli Bergman Production Analyst Signature _____ Title _____ ☒ Authorized Employee of current operator ☐ Authorized agent of current operator (see instruction G) cbergman@arcoperating.com Date 01/22/2018 (432) 253-8321 E-mail Address (optional) _____ Phone with area code _____							



RAILROAD COMMISSION OF TEXAS
Oil and Gas DivisionGAS 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 Organization Report) ATLANTIC RESOURCES COMPANY, LLC		3. RRC DISTRICT NO. 08	4. OIL LEASE NO OR GAS WELL ID NO.
2. MAILING ADDRESS PO BOX 3759 MIDLAND, TX 79702		5. WELL NO. 3H	6. API NO. 42- 389-35747
		7. COUNTY OF WELL SITE REEVES	
8. FIELD NAME (as per RRC Records) FORD, WEST (WOLFCAMP)		9. LEASE NAME STATE GATEWAY 37-48	
10. LOCATION (Section, Block and Survey) 37, 53, PSL / FORD, L L, A-5043		11. PIPELINE CONNECTION OR USE OF GAS EAGLECLAW MIDSTREAM	
PRODUCTION TEST AT RATE ELECTED BY OPERATOR (data on 24-hour basis)		A.S.T.M. DISTILLATION OF LIQUID SAMPLE. Distillation test is 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		Date Liquid Sample Obtained 01/24/2018	
B. Gas Volume 788.0 (Mcf)		Where Obtained: ☐ Separator ☒ Stock Tank	
C. Oil or Condensate Volume 52.0 (Bbl)		% Over Temp. (deg. F)	
D. Water Volume 3054.0 (Bbl)		Initial Boiling Temp. 139.0 60 414.0	
E. Gas/Liquid Hydrocarbon Ratio 14963 (Cf/Bbl)		10 234.0 70 472.0	
F. Flowing Tubing Pressure 380 (psia)		20 261.0 80 536.0	
G. Choke Size 2.00 (in.)		30 291.0 90 657.0	
H. Casing Pressure 1099.0 (psia)		40 327.0 95 739.0	
I. Shut-in Wellhead Pressure-- Tubing 500 (psia)		50 368.0 End Point 741.0	
J. Separator Operating Pressure 120.0 (psia)		Total Recovery 96.0 percent	
K. Color of Stock Tank Liquid Clear		Residue 2.5 percent	
L. Gravity of Separator Liquid 52.1 °API		Loss 1.5 percent	
M. Gravity of Stock Tank Liquid 52.1 °API			
N. Specific Gravity of the Gas (Air = 1) 0.768			
I declare under penalties prescribed in Sec. 91.143, Texas Natural Resources Code, that I am authorized to make this report, that this report was prepared by me or under my supervision and direction, and that data and facts stated therein are true, correct, and complete to the best of my knowledge. 01/26/2018 DATE		RRC USE ONLY	
		NAME (Type or Print) Cayli Bergman	
		SIGNATURE Production Analyst	
		TITLE (432) 253-8321	
CONTACT PERSON		PHONE NUMBER	



Tracking No.: 182705

OPERATOR NAME AND ADDRESS including city, state and zip
 ATLANTIC RESOURCES COMPANY, LLC
 PO BOX 3759
 MIDLAND, TX 79702

GAS WELL STATUS REPORT

RAILROAD COMMISSION OF TEXAS
 Oil and Gas Division
 P.O. Box 12967
 Austin, Texas 78711-2967

*This facsimile G-10 was generated electronically
 from data submitted to the RRC.*

Reason for Filing

☐

Survey

☐

Retest

☒

Initial Test

☐

Correction

Operator P-5 Organization No.

036555

RRC Dist. No.

08

G-10

Test Period:

Due Date:

Effective Date:

FIELD NAME * LEASE NAME	RRC IDENT NO.	DATE TESTED MO/DAY/YR	GAS PRODUCED MCF/DAY **	CONDENSATE PRODUCED	WATER PROD BBL/DAY	***SIWH PRESSURE PSIA
	WELL NO.	MARK X FOR SHUT-IN WELL	GAS SPEC. GRAVITY	CONDENSATE GRAVITY (API)	X BOTTOMHOLE PRESSURE PSIA	***FLOWING PRESSURE PSIA
FORD, WEST (WOLFCAMP)		10/09/2017	788 MCF	52.0 BBL	3054.0 BBL	500
STATE GATEWAY 37-48	3H		0.768	52.1	380	380
			MCF	BBL	BBL	
			MCF	BBL	BBL	
			MCF	BBL	BBL	
			MCF	BBL	BBL	
			MCF	BBL	BBL	
			MCF	BBL	BBL	
			MCF	BBL	BBL	
			MCF	BBL	BBL	
			MCF	BBL	BBL	
			MCF	BBL	BBL	
			MCF	BBL	BBL	

CERTIFICATION: I declare under penalties prescribed in Texas Natural Resources Code, Sec. 91.143, that I am authorized to make this report, that this report was prepared by me or under my supervision and direction, and that data and facts stated herein are true, correct, and complete to the best of my knowledge.

ATLANTIC RESOURCES COMPANY LLC

Signature: JONAH MELANCON

Title:

Phone: (432) 683-3272

Date: 01/22/2018

* 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

X AN 'X' PREPRINTED ON A SURVEY IN THE BOTTOMHOLE PRESSURE BOX INDICATES A BOTTOMHOLE PRESSURE MUST BE REPORTED FOR THE WELL

GROUNDWATER PROTECTION DETERMINATION

Form GW-2



Groundwater Advisory Unit

Date Issued: 28 February 2017**GAU Number:** 167849**Attention:** ATLANTIC RESOURCES
PO BOX 3759
MIDLAND, TX 79702**Operator No.:** 036555**API Number:**
County: REEVES
Lease Name: State Gateway 37-48
Lease Number:
Well Number: 3H
Total Vertical Depth: 10500
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.

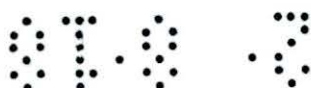
Please send an acoustic or porosity log of this well when it is available.

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 P.O. Box 12967 Austin, Texas 78771-2967 512-463-2741 Internet address: www.rrc.texas.gov
Rev. 02/2014





RAILROAD COMMISSION OF TEXAS

1701 N. Congress
P.O. Box 12967
Austin, Texas 78701-2967

Form W-15

Rev. 08/2014

CEMENTING REPORT

Cementor: Fill in shaded areas.
Operator: Fill in other items.

OPERATOR INFORMATION

Operator Name: ATLANTIC (ARC) Operator P-5 No.:
Cementor Name: RTS ENERGY SERVICES LLC Cementor 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 CEMENTING DATA

Type of casing: ☐ Conductor ☒ Surface ☐ Intermediate ☐ Liner ☐ Production
Drilled hole size (in.): 17 1/2" Depth of drilled hole (ft.): 1478' Est. % wash-out or hole enlargement: 77%
Size of casing in O.D. (in.): 13 3/8" Casing weight (lbs/ft) and grade: 54.5 No. of centralizers used: 14
Was cement circulated to ground surface (or bottom of cellar) outside casing? ☒ YES ☐ NO If no for surface casing, explain in Remarks. Setting depth shoe (ft.): Top of liner (ft.):
Setting depth liner (ft.):
Hrs. waiting on cement before drill-out: 24 Calculated top of cement (ft.): Surface Cementing date: 6/11/17

SLURRY

Slurry No.	No. of Sacks	Class	Additives	Volume (cu. ft.)	Height (ft.)
1	800	C	See Remarks	1512	2177'
2	325	C	See Remarks	432	627'
3					
Total	1,125	C	See Remarks	1948	2804

II. CASING CEMENTING DATA

Type of casing: ☐ Surface ☐ Intermediate ☐ Production ☐ Tapered production ☐ Multi-stage cement shoe ☐ Multiple parallel strings
Drilled hole size (in.): Depth of drilled hole (ft.): Est. % wash-out or hole enlargement:
Size of casing in O.D. (in.): Casing weight (lbs/ft) and grade: No. of centralizers used:
Tapered string drilled hole size (in.) Tapered string depth of drilled hole (ft.)
Upper: Lower: Upper: Lower:
Tapered string size of casing in O.D. (in.) Tapered string casing weight (lbs/ft) and grade Tapered string no. of centralizers used
Upper: Lower: 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.): Cementing date:

SLURRY

Slurry No.	No. of Sacks	Class	Additives	Volume (cu. ft.)	Height (ft.)
1					
2					
3					
Total					

III. CASING CEMENTING DATA

Type of casing: ☐ Surface ☐ Intermediate ☐ Production ☐ Tapered production ☐ Multi-stage cement/DV tool ☐ Multiple parallel strings
Drilled hole size (in.): Depth of drilled hole (ft.): Est. % wash-out or hole enlargement:
Size of casing in O.D. (in.): Casing weight (lbs/ft) and grade: No. of centralizers used:
Tapered string drilled hole size (in.) Tapered string depth of drilled hole (ft.)
Upper: Lower: Upper: Lower:
Tapered string size of casing in O.D. (in.) Tapered string casing weight (lbs/ft) and grade Tapered string no. of centralizers used
Upper: Lower: Upper: Lower:
Was cement circulated to ground surface (or bottom of cellar) outside casing? ☐ YES ☐ NO Setting depth tool (ft.):
Hrs. waiting on cement before drill-out: Calculated top of cement (ft.): Cementing date:

SLURRY

Slurry No.	No. of Sacks	Class	Additives	Volume (cu. ft.)	Height (ft.)
1					
2					
3					
Total					

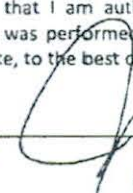
CEMENTING TO SQUEEZE, PLUG BACK OR PLUG AND ABANDON							
	PLUG #1	PLUG #2	PLUG #3	PLUG #4	PLUG #5	PLUG #6	PLUG #7
Cementing Date							
Size of hole or pipe (in.)							
Depth to bottom of tubing or drill pipe (ft.)							
Cement retainer setting depth (ft.)							
CIBP setting depth (ft.)							
Amount 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 Energy Services LLC

Name and title of cementer's representative	Cementing Company	Signature
P.O. Box 11342	Midland TX, 79702 (432) 617-4753	 6/13/2017
Address	City, State, Zip Code	Tel: Area Code Number Date: mo. day yr.

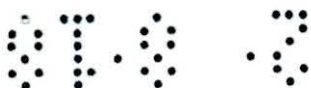
OPERATOR'S CERTIFICATE: I declare under penalties prescribed in Sec. 91.143, Texas Natural Resources Code, that I am authorized to make this certification, that I have knowledge of the well data and information presented in this report, and that data and facts presented on both sides of this form are 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	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.

- 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.
- 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).
- 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_tloc=&p_ploc=&pg=1&p_tac=&ti=16&pt=1&ch=3&ri=14](http://info.sos.state.tx.us/pls/pub/readtac$ext.TacPage?sl=R&app=9&p_dir=&p_rloc=&p_tloc=&p_ploc=&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.
- 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.
- 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.
- 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.
- 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 INFORMATION	
Operator Name: ATLANTIC RESOURCES COMPANY	Operator P-5 No.:
Cementer Name: Brett Bellard	Cementer P-5 No.: 169789

WELL INFORMATION		
District No.:	County: Reeves	
Well No.: 3H	API No.:	Drilling Permit No.:
Lease Name: STATE GATEWAY 37-48	Lease No.:	
Field Name:	Field No.:	

I. CASING CEMENTING DATA					
Type of casing: ☐ Conductor ☐ Surface ☐ Intermediate ☐ Liner ☐ Production					
Drilled hole size (in.):		Depth of drilled hole (ft.):		Est. % wash-out or hole enlargement:	
Size of casing in O.D. (in.):		Casing weight (lbs/ft) and grade:		No. of centralizers used:	
Was cement circulated to ground surface (or bottom of cellar) outside casing? ☐ YES ☐ NO If no for surface casing, explain in Remarks.			Setting depth shoe (ft.):		Top of liner (ft.):
					Setting depth liner (ft.):
Hrs. waiting on cement before drill-out:		Calculated top of cement (ft.):		Cementing date:	
SLURRY					
Slurry No.	No. of Sacks	Class	Additives	Volume (cu. ft.)	Height (ft.)
1					
2					
3					
Total	1090				

II. CASING CEMENTING DATA					
Type of casing: ☐ Surface ☒ Intermediate ☐ Production ☐ Tapered production ☒ Multi-stage cement shoe ☐ Multiple parallel strings					
Drilled hole size (in.): 12.25		Depth of drilled hole (ft.): 9215		Est. % wash-out or hole enlargement: 52%	
Size of casing in O.D. (in.): 9.625		Casing weight (lbs/ft) and grade: 47/HCL80		No. of centralizers used: 73	
Tapered string drilled hole size (in.)			Tapered string depth of drilled hole (ft.)		
Upper: Lower:			Upper: Lower:		
Tapered string size of casing in O.D. (in.)			Tapered string casing weight (lbs/ft) and grade		
Upper: Lower:			Upper: 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.): 4481.54	
Hrs. waiting on cement before drill-out: 24		Calculated top of cement (ft.): 0		Cementing date: 6-22-17	
SLURRY					
Slurry No.	No. of Sacks	Class	Additives	Volume (cu. ft.)	Height (ft.)
1	650	C	SEE REMARKS	2067	8702
2	200	H	SEE REMARKS	246	732.9
3					
Total	850			2313	9434.9

III. CASING CEMENTING DATA					
Type of casing: ☐ Surface ☒ Intermediate ☐ Production ☐ Tapered production ☒ Multi-stage cement/DV tool ☐ Multiple parallel strings					
Drilled hole size (in.): 12.25		Depth of drilled hole (ft.): 9215		Est. % wash-out or hole enlargement: 22%	
Size of casing in O.D. (in.): 9.625		Casing weight (lbs/ft) and grade: 47/HCL80		No. of centralizers used:	
Tapered string drilled hole size (in.)			Tapered string depth of drilled hole (ft.)		
Upper: Lower:			Upper: Lower:		
Tapered string size of casing in O.D. (in.)			Tapered string casing weight (lbs/ft) and grade		
Upper: Lower:			Upper: 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 tool (ft.): 4481.54	
Hrs. waiting on cement before drill-out: 24		Calculated top of cement (ft.): 0		Cementing date: 6-22-17	
SLURRY					
Slurry No.	No. of Sacks	Class	Additives	Volume (cu. ft.)	Height (ft.)
1	430	C	SEE REMARKS	1474.9	4395
2	150	C	SEE REMARKS	200	636.4
3					
Total	580			1674.9	5031.4

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

1ST STAGE LEAD 8006VES 10% GEL 14C47B 14C40P 14C10RIG ACID 15NCSA1000 6N5TE 8WSK SALT 54SK KOLSEAL
2ND STAGE LEAD 10NDEL 2 5NECONOLITE 14C47B 14C40P 14C5A1000 6N5TE 1 74WSK SALT 54SK KOLSEAL 54SK GYP SEAL 2ND STAGE TAIL 14C20 05NCS1

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

COMPASS CEMENTING

[Signature]

Name and title of cementer's representative

Cementing Company

Signature

10013 W. CNTY RD 157

MIDLAND, TX

79706

325-387-2940

06-22-2017

Address

City

State

Zip Code

Tel: Area Code

Number

Date: mo 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

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.

- 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.
- 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).
- 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_tloc=&p_ploc=&pg=1&p_tac=&ti=16&pt=1&ch=3&ri=14](http://info.sos.state.tx.us/pls/pub/readtac$ext.TacPage?sl=R&app=9&p_dir=&p_rloc=&p_tloc=&p_ploc=&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.
- 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.
- 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.
- 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.
- 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 INFORMATION					
Operator Name:			Operator P-5 No.:		
Cementer Name: Michael Wells			Cementer P-5 No.: 169789		

WELL INFORMATION		
District No.:	County: REEVES	
Well No.: 37-48 #3H	API No.:	Drilling Permit No.:
Lease Name: STATE GATEWAY	Lease No.:	
Field Name:	Field No.:	

I. CASING CEMENTING DATA					
Type of casing: ☐ Conductor ☐ Surface ☐ Intermediate ☐ Liner ☐ Production					
Drilled hole size (in.):		Depth of drilled hole (ft.):		Est. % wash-out or hole enlargement:	
Size of casing in O.D. (in.):		Casing weight (lbs/ft) and grade:		No. of centralizers used:	
Was cement circulated to ground surface (or bottom of cellar) outside casing? ☐ YES ☐ NO If no for surface casing, explain in Remarks.			Setting depth shoe (ft.):		Top of liner (ft.):
					Setting depth liner (ft.):
Hrs. waiting on cement before drill-out:		Calculated top of cement (ft.):		Cementing date:	
SLURRY					
Slurry No.	No. of Sacks	Class	Additives	Volume (cu. ft.)	Height (ft.)
1					
2					
3					
Total					

II. CASING CEMENTING DATA					
Type of casing: ☐ Surface ☐ Intermediate ☐ Production ☐ Tapered production ☐ Multi-stage cement shoe ☐ Multiple parallel strings					
Drilled hole size (in.):		Depth of drilled hole (ft.):		Est. % wash-out or hole enlargement:	
Size of casing in O.D. (in.):		Casing weight (lbs/ft) and grade:		No. of centralizers used:	
Tapered string drilled hole size (in.)		Tapered string depth of drilled hole (ft.)			
Upper:	Lower:	Upper:		Lower:	
Tapered string size of casing in O.D. (in.)		Tapered string casing weight (lbs/ft) and grade		Tapered string no. of centralizers used	
Upper:	Lower:	Upper:	Lower:	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.):		Cementing date:	
SLURRY					
Slurry No.	No. of Sacks	Class	Additives	Volume (cu. ft.)	Height (ft.)
1					
2					
3					
Total					

III. CASING CEMENTING DATA					
Type of casing: ☐ Surface ☐ Intermediate ☒ Production ☐ Tapered production ☐ Multi-stage cement/DV tool ☐ Multiple parallel strings					
Drilled hole size (in.): 8.5		Depth of drilled hole (ft.): 17067		Est. % wash-out or hole enlargement: 59%	
Size of casing in O.D. (in.): 5.5		Casing weight (lbs/ft) and grade: 20#/HCP-110		No. of centralizers used: 232	
Tapered string drilled hole size (in.)		Tapered string depth of drilled hole (ft.)			
Upper: 8.5	Lower: 8.5	Upper: 9215		Lower: 17067	
Tapered string size of casing in O.D. (in.)		Tapered string casing weight (lbs/ft) and grade		Tapered string no. of centralizers used	
Upper: 5.5	Lower: 5.5	Upper: 20#/HCP-110	Lower: 20#/HCP-110	Upper:	Lower:
Was cement circulated to ground surface (or bottom of cellar) outside casing? ☐ YES ☐ NO			Setting depth tool (ft.):		
Hrs. waiting on cement before drill-out:		Calculated top of cement (ft.): 0		Cementing date: 7-14-2017	
SLURRY					
Slurry No.	No. of Sacks	Class	Additives	Volume (cu. ft.)	Height (ft.)
1	625	C	SEE BELOW	2031.25	5962
2	2065	H	SEE BELOW	2601.9	11101
3					
Total	2690			4633.15	17063

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
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 SUPERVISOR COMPASS CEMENTING

Name and title of cementer's representative	Cementing Company	Signature
10013 W. CNTY RD 157	MIDLAND, TX 79706 325-387-2940	7-14-2017
Address	City, State, Zip Code	Tel: Area Code Number Date: mo. 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	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.

- 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.
- 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).
- 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 cements 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_tloc=&p_ploc=&pg=1&p_tac=&ti=16&pt=1&ch=3&ri=14](http://info.sos.state.tx.us/pls/pub/readtac$ext.TacPage?sl=R&app=9&p_dir=&p_rloc=&p_tloc=&p_ploc=&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.
- 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.
- 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.
- 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.
- Slurry data:** If cement job exceeds three slurries, continue the list of slurries in the Slurry table in the subsequent Casing Cementing Data box.



RECEIVED
RRC OF TEXAS

JAN 29 2018

RAILROAD COMMISSION OF TEXAS
OIL AND GAS DIVISION
CERTIFICATE OF COMPLIANCE STATEWIDE RULE 36

O&G
Midland

FORM H-9
12/12/77

FILE WITH
DISTRICT OFFICE
IN TRIPLICATE

1. Operator ATLANTIC RESOURCES COMPANY, LLC		2. Operator Number (See Instruction 13) 36555		3. RRC Dist. 8	
4. Street or P.O. Box No. P. O. BOX 3759		5. City Midland		6. State TX	
7. Zip Code 79702		8. Name of Lease, Facility or Operation STATE GATEWAY 37-48 3H		9. Field or Area Name Ford, West (Wolfcamp)	
10. County Reeves		11. General Operation Type - Circle One: A - Oil Field Production B - Gas Field Production C - Pipeline or Gathering Sys. D - Gasoline Plant <u>E</u> - Drilling or Workover F - Sweetening Unit G - Combination (explain) H - Other (explain)			
12. RRC ID# of Operation(s) to be Covered by This Certificate 823619		Type ID Code (See Instruction 12) 5		Indicate if Filing for Storage Facility Only YES ☐ NO ☒	
13. Hydrogen Sulfide Concentration 2146 PPM		14. Maximum Escape Volume 716 MCF/Day			
15. 100 PPM Radius of Exposure (ROE) 132 Ft.		16. 500 PPM Radius of Exposure (ROE) 60 Ft.			
17. Operation is Existing ☒ New ☐		18. Modification Resulting in Certificate Change Yes ☐ No ☒			
19. Workover or Drilling Well with 100 PPM ROE Greater than 3000 feet on Rule 36 Certified Well/Lease		Yes ☐ No ☒			
20. Previous Certificate Number if Available (For Amended Certificates)					
21. The 100 PPM ROE includes any part of a public area except a public road		Yes ☐ No ☒			
22. The 500 PPM ROE includes any part of a public road		Yes ☐ No ☒			
23. Injection of fluid containing Hydrogen Sulfide (See Instruction 14)		Yes ☐ No ☒			
24. Date (or Depth) of Compliance with all applicable provisions of Rule 36		01/26/18 Mo Day Year			
Depth of Compliance for Drilling Operation		N/A Ft. from Surface			
25. Contingency Plan Location of Plan (See Instruction 15)		Has been prepared Yes ☐ No ☐			
26. Location of data used to prepare this certificate (See Instruction 15) 300 Marienfield St. 1000 Midland, Texas 79701					
CERTIFICATE					
I declare under penalties prescribed in Section 91.143, Natural Resources Code, that I am authorized to make this report, that this report was prepared by me or under my supervision, and that I am qualified to make this certification by virtue of my training and experience, and by my analysis of the operation being certified, or by the analysis of qualified person working under my supervision, and that the data and facts stated therein are true, correct, and complete, to the best of my knowledge.					
Bob Wiesman / Field Technician		(432) 520-8725		01/29/18	
Representative of Company		Title		Phone No. Date	

RAILROAD COMMISSION USE ONLY

This operation and the equipment used therein is approved on the basis of the above certification and is subject to further Commission audit for compliance with the required provisions of Statewide Rule 36. This approval may be cancelled if investigation determines that the operation does not comply with the provisions of Statewide Rule 36.

APPROVED BY: _____ DATE: _____

REMARKS: _____ CERTIFICATION NUMBER: _____

Clear Form



**CERTIFICATE OF
POOLING AUTHORITY**

Revised 05/2001

P-12
DBC1001

1. Field Name(s) Ford, West (Wolfcamp)	2. Lease/ID Number (if assigned)	3. RRC District Number 08
4. Operator Name Atlantic Resources Company, LLC	5. Operator P-5 Number 036555	6. Well Number 3H
7. Pooled Unit Name State Gateway 37-48	8. API Number	9. Purpose of Filing ☒ Drilling Permit (W-1) ☐ Completion Report
10. County Reeves	11. Total acres in pooled unit 1280	

DESCRIPTION OF INDIVIDUAL TRACTS CONTAINED WITHIN THE POOLED UNIT

TRACT/ IDENTIFIER	TRACT NAME	ACRES IN TRACT (See inst. #7 below)	INDICATE UNDIVIDED INTERESTS	
			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:

I declare under penalties prescribed pursuant to the Sec. 91.143, Texas Natural Resources Code, that I am authorized to make the foregoing statements and that the information provided by me or under my direction on this Certificate of Pooling Authority is true, correct, and complete to the best of my knowledge.


Signature

Haylie Urias

Print Name

Regulatory
Title

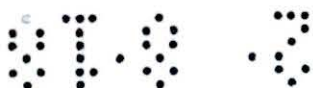
hurias@arcoperating.com
E-Mail (if available)

02/22/2017
Date

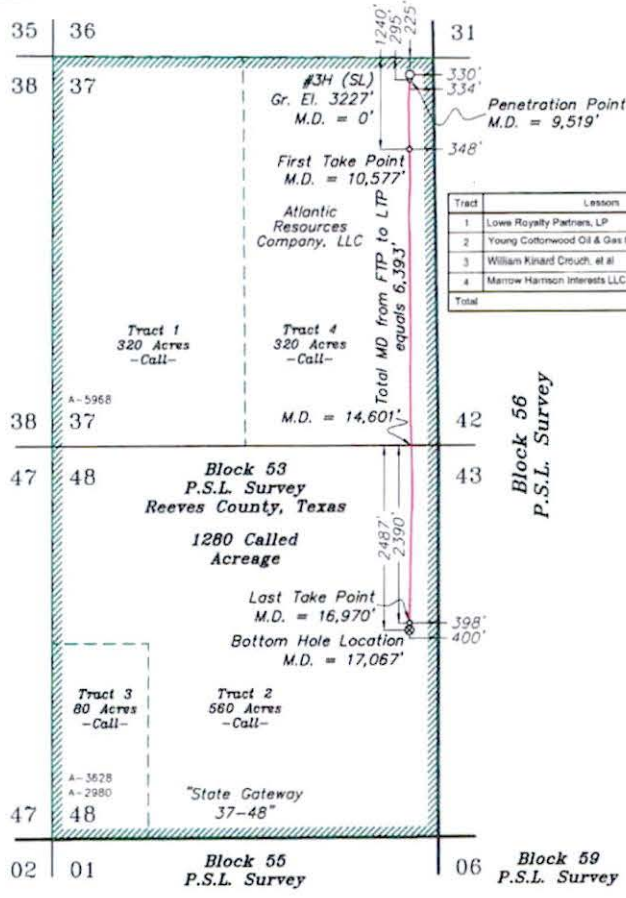
(432)683-3272
Phone

INSTRUCTIONS — Reference: Statewide Rules 31, 38 and 40

- 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.
- 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.



W.O.: 2017-0106-1

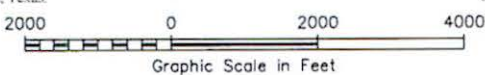


Tract	Lessons	Acres
1	Lower Royalty Partners, LP	320
2	Young Cottonwood Oil & Gas LP, et al	580
3	William Kinard Crouch, et al	80
4	Marrow Hanson Interests LLC	320
Total		1280 Acres

	State Plane Coordinate		Geodetic (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	Lat = 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	Lat = 31°31'04.64" N	Long = 103°59'57.77" W	Lat = 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.



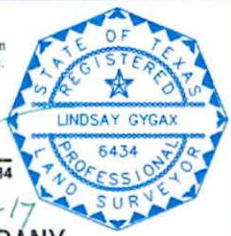
Prepared From Survey Dated: February 15, 2017

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 1.000224330.
 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) Measured Depth allocation is approximate and based on downhole report and take points as provided by client.

- Legend**
- Denotes Downhole Directional Well Path
 - Denotes Unit Boundary
 - Denotes Tract Line
 - - Denotes Surface Well Location
 - - Denotes Penetration/ Take Points
 - ⊙ - Denotes Bottom Hole 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.

Lindsay Gyax
 Texas R.P.L.S. No. 6434
 09-08-17



WEST COMPANY
 Land Surveyors ■ Civil Engineers
 110 W. Louisiana Ave., Suite 110, Midland, Texas 79701
 (432) 687-0865 - FAX (432) 687-0868
 FIRM Registration Number: 100682-00

ATLANTIC
 RESOURCES COMPANY
 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'
 Surveyed: 02/15/17
 File: J:\2017\2017-0106-1\2017-0106-1 State Gateway 37-48 #3H As-Drilled.dwg
 W.O.: 2017-0106-1
 Drawn By: SC

49
File No. MF 111869
Reeves County
Completion Report API 389-35747
(Unit 8316)
Date Filed: _____
George P. Bush, Commissioner
By Jm

U.S. Postal Service™
CERTIFIED MAIL® RECEIPT
Domestic Mail Only

For delivery information, visit our website at www.usps.com®.

OFFICIAL USE

Certified Mail Fee

\$

Extra Services & Fees (check box, add fee as appropriate)

- ☐ Return Receipt (hardcopy) \$ _____
- ☐ Return Receipt (electronic) \$ _____
- ☐ Certified Mail Restricted Delivery \$ _____
- ☐ Adult Signature Required \$ _____
- ☐ Adult Signature Restricted Delivery \$ _____

Postage

\$

Total Postage and Fees

\$

Sent To

Atlantic Resources Company, Inc.
Street and Apt. No., or PO Box No.

City, State, ZIP+4®

PO BOX 3759
Midland, TX 79702-3759

MP111869

Postmark
Here

7016 2070 0000 7390 6011
1109 0642 0000 0202 9102

Certified Mail service provides the following benefits:

- 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 Mail 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 3811 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 Mail 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.

SENDER: COMPLETE THIS SECTION

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

1. Article Addressed to:

Atlantic Resources Company, LLC
PO Box 3759
Midland, TX 79702-3759



9590 9402 1749 6074 7582 40

7016 2070 0000 7390 6011

COMPLETE THIS SECTION ON DELIVERY**A. Signature****X** Michelle Rogers☐ Agent☐ Addressee**B. Received by (Printed Name)**

M Rogers

C. Date of Delivery

8-9-18

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

3. Service Type

- ☐ Adult Signature
- ☐ Adult Signature Restricted Delivery
- ☐ Certified Mail®
- ☐ Certified Mail Restricted Delivery
- ☐ Collect on Delivery

- ☐ Priority Mail Express®
- ☐ Registered Mail™
- ☐ Registered Mail Restricted Delivery
- ☐ Return Receipt for Merchandise
- ☐ Signature Confirmation™
- ☐ Signature Confirmation Restricted Delivery

Delivery Restricted Delivery

Mail

Mail Restricted Delivery

(over \$500)

Domestic Return Receipt

USPS TRACKING #

MIDLAND / ODESSA



TX 797 1 T

08 AUG 2018 PM

First-Class Mail
Postage & Fees Paid
USPS
Permit No. G-10

9590 9402 1749 6074 7582 40

United States
Postal Service



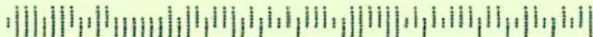
Texas General Land Office

George P. Bush, Commissioner

P.O. Box 12873

Austin, Texas 78711-2873

ATTN: Aurora Jordan 7th Ethersy
MF 111869





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

Billing Date: 7/30/2018

Billing Due Date: 8/29/2018

Customer Number: C000089494

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
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)	(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	Royalty Paid	Additional Royalty Due	Number of Days Late	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
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
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
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
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
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) VOLUMES - REPRESENTS UNDER REPORTED SALES VOLUMES FOR RESIDUE GAS PER GLO2 REPORTS VS REPORTED TO THE RRC.
 COLUMNS (5) & (6) 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/rac/forms/penalty-interest-assessment-rules.pdf>

NOTE 1: PLEASE REMIT PAYMENT OF THIS INVOICE SEPARATELY FROM REGULAR ROYALTY PAYMENTS. THE PREFERRED 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: NETA CORNELISON
 CERTIFIED MAIL: 7016 2070 0000 7390 6011

Customer ID: C000089494
 Invoice Number:
 GLO Lease: MF111869
 GLO Review: ATLANTIC RESOURCES COMPANY LLC
 Review Period: 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	BTU	Gross Value	Royalty Due	Royalty Paid	Additional Royalty Due	Number of Days Late	Interest Rate For Additional Royalty	Penalty Rate From Additional Royalty	Interest Rate From Additional Royalty2	Revenue Due
Dec-16	08-279412	221	1	\$48.51	1	\$10,721.24	\$1,340.16	\$0.00	\$1,340.16	541	4.50%	\$134.02	\$79.64	\$1,553.82
Jun-17	08-279412	7	1	\$42.31	1	\$288.16	\$36.02	\$0.00	\$36.02	360	4.75%	\$25.00	\$1.41	\$62.43
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 RRC.

COLUMN (3) VOLUMES - REPRESENTS UNDER REPORTED SALES VOLUMES TO THE GLO FROM RRC ID # 08-279412 & 08-282664
 COLUMNS (5) & (6) 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 PREFERRED 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: NETA CORNELISON
 CERTIFIED MAIL: 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 Last Name _____
Attendee Name on Nametag, if different from above _____
Society _____ Company _____
Street Address _____ City, St, Zip _____
Phone _____ Email Address _____

Check if appropriate
Society President _____ National Committee Chair _____ COPAS Board Member _____ APA _____ 1st Time Attendee _____

1st Timer Attendee: Do you already have a Mentor attending this Conference?

If yes, Please provide Mentor's Name _____

If no, would you like to be assigned a Mentor to address questions before, during or after the conference? Yes _____ No _____

Please reference the attached Meeting Description Summary to enhance your understanding of the meetings offered.

Guest First Name _____ Last Name _____

Guest Name on Nametag, if different from above _____

Guests are eligible to attend breakfast, lunch, reception, banquet, Hospitality Suite, and Tours ONLY

Please indicate the number of registrations and optional activities you and/or your guest plan to attend. Calculate fees, Complete Page 2 for your personal meeting plan.

Meeting/Event	Cost	Quantity	Total Cost
Attendee Full Registration	\$325		
Attendee Meetings Only Registration (excludes meals, banquet, reception & hospitality suite)	\$200		
Guest Registration (excludes meetings & breaks)	\$225		
Optional: Wednesday COPAS Energy Education: Understanding the Landman	\$175		
Optional: Thursday Boat Tour Port of Corpus Christi	\$70		
Optional: Thursday Bus Tour TPCO seamless steel pipe plant	\$25		
Late Registration Fee After August 15	\$75		
		TOTAL FEES	\$

Special Dietary Requirements _____

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.

(50)

File No. MF 111869

County

Recon Billing

Date Filed: 8/1/18

George P. Bush, Commissioner

By 

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. MF111869
Continuous Drilling Timeline

Date Filed: 9/20/18
George P. Bush, Commissioner
By SSD

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

52.

File No. MF 111869
Permit 389-36150 County
Unit 843 - Cancelled
Date Filed: 9/20/18
George P. Bush, Commissioner
By SSD



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

RE: Certified copy of
Pooling Agreement
State Gateway 37-48 Unit
Reeves County, Texas

M-111869

Dear Ms. McCauley:

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

/mq

Enclosure

File No. M-111869

Ltr. From Atlantic County

Date Filed. 10/30/19

George P. Bush, Commissioner

By [Signature]

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.
- (b) 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.

ATLAS

True & Correct Copy of a
document on file at
Reeves County Texas,
Dianne O. Florez, County Clerk
Page 1 of 13

01.02.01

- (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".

2775

True & Correct Copy of a
document on file at
Reeves County Texas,
Diana O. Flores, County Clerk
Page 2 of 13

07.02.07

V
O
L

1
4
2
4

P
G

0
7
4
3

STATE LAND:

10.

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:

11.

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 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

[Signature]

STATE OF TEXAS

By:

George P. Bush, Commissioner
of the General Land Office

[Signature]

Date Executed

May 2, 2017

ATLANTIC RESOURCES COMPANY, LLC

By:

Its:

[Signature]
Will Abney
President

2775

07.00.07

True & Correct Copy of a
document on file at
Reeves County Texas,
Dianne O. Florez, County Clerk
Page 3 of 13

V
O
L

1
4
2
4

P
G

0
7
4
4

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 12th day of May, 2017.


Secretary of the School Land Board

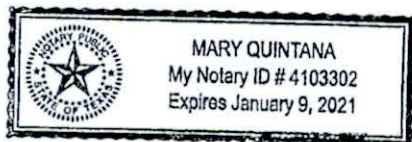
V
O
L
1
4
2
4

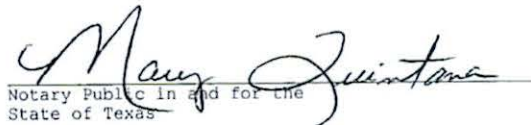
STATE OF TEXAS

COUNTY OF Texas

This instrument was acknowledged before me on May 2, 2017, by Will Abney
as President of Atlantic Resources Company, LLC, a Delaware
limited liability company, on behalf of said company.

P
G
0
7
4
5




Notary Public in and for the
State of Texas

27774

True & Correct Copy of a
document on file at
Reeves County Texas,
Dianne O. Florez, County Clerk
Page 4 of 13

07.00.07

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"

21.77.5

True & Correct Copy of a
document on file at
Reeves County Texas,
Dianne O. Florez, County Clerk
Page 5 of 13

01.02.01

V
O
L

1
4
2
4

P
G

0
7
4
6

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

2775

True & Correct Copy of a
document on file at
Reeves County Texas,
Dianne O. Flores, County Clerk
Page 4 of 13

010001

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

2175

True & Correct Copy of a
document on file at
Reeves County Texas,
Dianne O. Florez, County Clerk
Page 7 of 13

2175

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-

V
O
L

1
4
2
4

P
G

0
7
4
9

2175

True & Correct Copy of a
document on file at
Reeves County Texas,
Dianne O. Florez, County Clerk
Page 8 of 13

010001

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-

4775

True & Correct Copy of a
document on file at
Reeves County Texas,
Dianne O. Florez, County Clerk
Page 9 of 13

01.02.01

V
O
L

1
4
2
4

P
G

0
7
5
0

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 its 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 its 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 its 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

27.77.5

True & Correct Copy of a
document on file at
Reeves County Texas,
Dianne O. Florez, County Clerk
Page 10 of 13

07.02.07

V
O
L

1
4
2
4

P
G

0
7
5
1

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

Tract 1: 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

Tract 2: 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

Tract 3: 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

Tract 4: 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

V
O
L

1
4
2
4

P
G

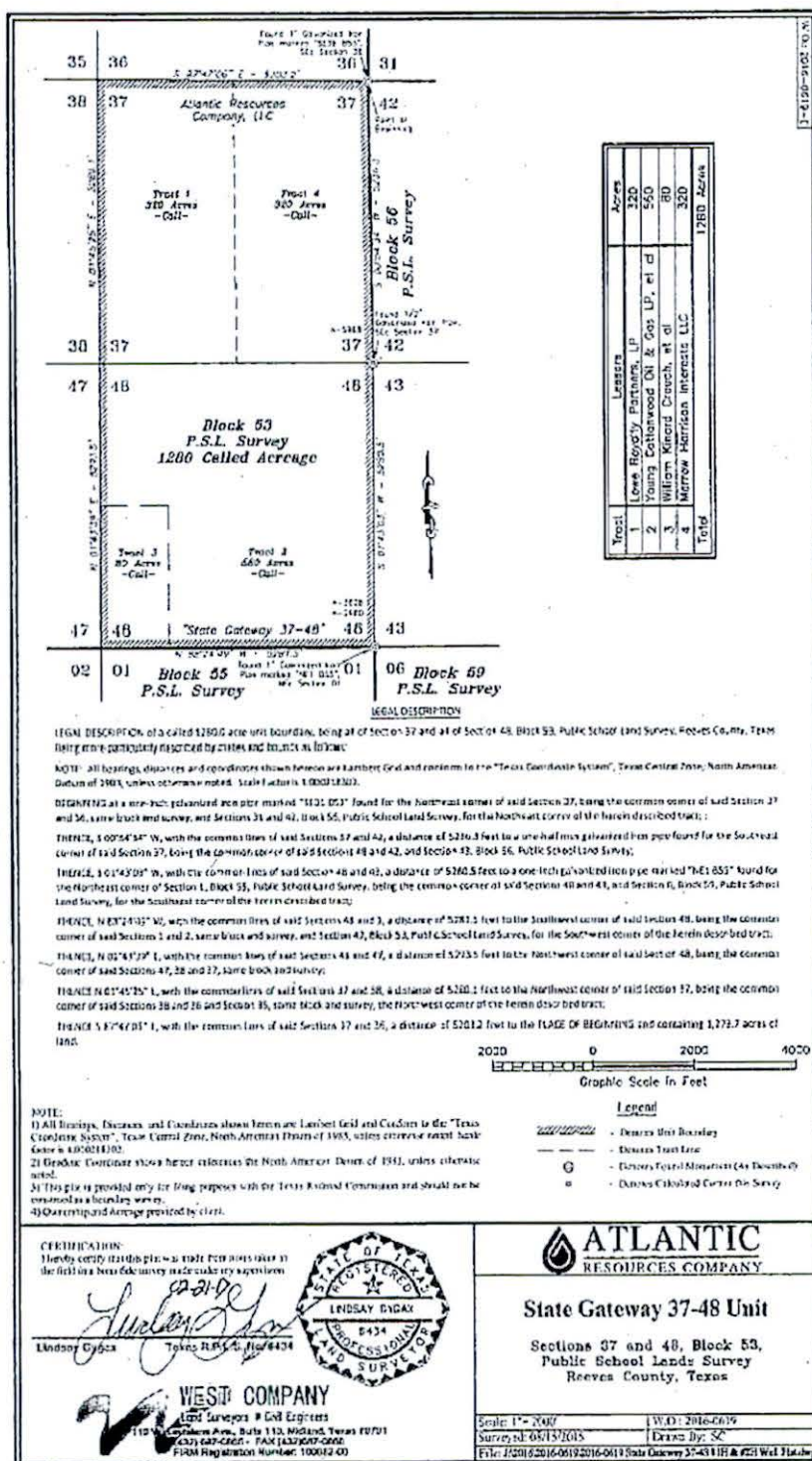
0
7
5
2

27.775

True & Correct Copy of a
Document on file at
Reeves County Texas,
L. O. Flores, County Clerk
Page 11 of 13

07.02.07

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



V
O
L

1
4
2
4

P
G

0
7
5
3

4175

True & Correct Copy of a
 document on file at
 Reeves County Texas,
 Elanor O. Flores, County Clerk
 Page 12 of 13

07.02.07

V
O
L

1
4
2
4

P
G

0
7
5
4

Inst No. 17-09368
DIANNE O. FLOREZ
COUNTY CLERK
2017 Jun 02 at 11:07 AM
REEVES COUNTY, TEXAS
By: MS Ugaldana, DEPUTY

2777

True & Correct Copy of a
document on file at
Reeves County Texas,
Dianne O. Florez, County Clerk
Page 13 of 13

01.05.07

54

File No. M-111869

Recorded State Gateway Unit County _____

Date Filed: 10/30/18

By 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. 1424
PAGE 742 THRU 754

I hereby certified on 10 1 18



DIANNE O. FLOREZ, COUNTY CLERK
REEVES COUNTY, TEXAS

By Amy Amanda 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



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

File No. MF111869

Reeves County

Notice of Operations API 389-36304

Date Filed: 01/11/2019

George P. Bush, Commissioner

By Jm

11. 0.10



TEXAS GENERAL LAND OFFICE
GEORGE P. BUSH, COMMISSIONER

August 31, 2021

File

Viviana Beltran, Land Tech
EOG Resources
PO Box 2267
Midland, TX 79702

Re: Assignment ID # 11082 - (MF111869 A-G ^{*prod*}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

Reeves County

2020 - 2020007296 07/23/2020 11:16AM Page 1 of 22

Assign ID #11082
(MF 111869A to G expired)
MF 112396
MF 112446 Relocated
MF 112452
MF 112682 A to E
MF 113664
MF 117086 AB
MF 118838 A to D
MF 118841 AB (expired)
MF 118927 (expired) off 7-17-20
MF 119114 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:



True & Correct Copy of a
document on file at
Reeves County Texas,
Dianne O. Florez, County Clerk
Page 1 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"):

(a) 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"),

(b) all pooled, communitized, or unitized lands covered by all or part of the foregoing, and all tenements, hereditaments, and appurtenances belonging thereto;

(c) 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");

(d) 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;

(e) 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;

(f) all assigned contracts and interests described on Exhibit A-3; and

(g) 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"):

(a) the Purchase Price;

(b) 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;

(c) 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;



- (d) all benefit plans and assets of any benefit plans;
- (e) 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;
- (g) 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
- (h) 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.

Section 2. 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 PERSON 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.

Section 4. **Further Assurances.** From and after the Effective Date, each Party, 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



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.

Section 5. **Successors and Assigns.** This Assignment shall bind and inure to the benefit of the Parties and their respective successors and assigns.

Section 6. **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.

Section 7. **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.

Section 8. **Counterparts.** This Assignment may be executed in any number of 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.

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]



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 Energy Interests, LLC

By: [Signature]

Name: Drew McManigle

Title: CRO

ACKNOWLEDGMENT

STATE OF MD

§

COUNTY OF HOWARD

§

§

This Agreement was acknowledged before me this 17th day of July, 2020 by Drew McManigle, as CRO of Victerra Energy Interests, LLC, a Delaware 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

[Signature]
Printed name: Stephano T. Nam
Notary Public in and for the State of ~~Texas~~ MD

[Signature Page to Assignment, Bill of Sale and Conveyance]



True & Correct Copy of a
document on file at
Reeves County Texas,
Dianne O. Florez, County Clerk
Page 5 of 22

ASSIGNOR

Victerra Energy, LLC

By: [Signature]
Name: Don McManis
Title: CEO

ACKNOWLEDGMENT

STATE OF MD

§

COUNTY OF HOWARD

§

§

Drew This Agreement was acknowledged before me this 19th day of July, 2020 by Mcmanis as CEO 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

[Signature]
Printed name: Stephan. T. Nam
Notary Public in and for the State of Texas-MD
(B)

[Signature Page to Assignment, Bill of Sale and Conveyance]



True & Correct Copy of a
document on file at
Reeves County Texas,
Dianne O. Florez, County Clerk
Page 6 of 22

ASSIGNEE

EOG Resources, Inc.

By: Wendy Dalton
Name: Wendy Dalton
Title: Agent and Attorney-in-Fact

BL

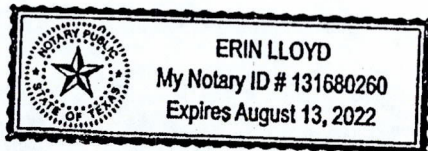
ACKNOWLEDGMENT

STATE OF TEXAS

§
§
§

COUNTY OF MIDLAND

This Agreement was acknowledged before me this 16th 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
Printed name: Erin Lloyd
Notary Public in and for the State of Texas

[Signature Page to Assignment, Bill of Sale and Conveyance]



True & Correct Copy of a
document on file at
Reeves County Texas,
Dianne O. Florez, County Clerk
Page 7 of 22

**Exhibit A-1
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 8 of 22

Exhibit A-1

Leases

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, PSL 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

2020 - 2020007296 07/23/2020 11:16AM Page 9 of 22

MF 111869 - E

F

C

D

G

B

A

MF 113664

MF 112441

True & Correct Copy of a
document on file at
Reeves County Texas,
Dianne O. Florez, County Clerk
Page 9 of 22



Exhibit A-1

Leases

Lessor	Lessee	Lease Date	Volume	Page	Entry	Section	Block	Legal Description
Donna J. Spivey	Petrohawk Properties, LP	8/12/2011	899	82	6315	25	53	All of Section 25, save and except the SE/4, Block 53, PSL Survey, Reeves County, Texas
Mary Huebsch	Petrohawk Properties, LP	8/12/2011	899	76	6313	25	53	All of Section 25, save and except the SE/4, Block 53, PSL Survey, Reeves County, Texas
Weetona Stanley	Petrohawk Properties, LP	8/12/2011	899	79	6314	25	53	All of Section 25, save and except the 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, 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, Reeves County, Texas
Michael Lynn Bourland	Petrohawk Properties, LP	8/12/2011	899	67	6310	25	53	All of Section 25, save and except the SE/4, Block 53, PSL Survey, Reeves County, Texas
Janis Dee Bourland Helme	Petrohawk Properties, LP	8/12/2011	899	73	6312	25	53	All of Section 25, save and except the SE/4, Block 53, PSL Survey, Reeves County, Texas
Charles Lawhon, Tracey Scheidler, Janet Lawhon, and John Lawhon	Atlantic Resources II Interests LLC	1/1/2018	1551	621	18-03400	25	53	SE/4 Section 25, Block 53, PSL Survey, Reeves County, Texas
Tim Wilson	Petrohawk Properties, LP	8/12/2011	899	70	6311	25	53	All of Section 25, save and except the SE/4, Block 53, PSL Survey, Reeves County, Texas
Jeffery Allan Wilson	Petrohawk Properties, LP	8/12/2011	899	85	6316	25	53	All of Section 25, save and except the SE/4, Block 53, PSL Survey, Reeves County, Texas
Lewis Keith Lynn	Petrohawk Properties, LP	8/12/2011	899	64	6309	25	53	All of Section 25, save and except the SE/4, Block 53, PSL Survey, Reeves County, Texas
State of Texas	Angelle & Donohue Oil & Gas Properties, Inc.	4/5/2011	879	452	3041	26	53	All of Section 26, Block 53, PSL Survey, Reeves County, Texas
The State of Texas, acting by and through its agent, Allison Renee Parker	Legend Natural Gas IV, LP	9/1/2010	882	615	3553	27	53	The N/2 and SW/4 of Section 27, 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	27	53	The N/2 and SW/4 of Section 27, 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	27	53	The N/2 and SW/4 of Section 27, 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	27	53	The N/2 and SW/4 of Section 27, Block 53, PSL Survey, Reeves County, Texas

2020 - 2020007296 07/23/2020 11:16AM Page 10 of 22

112452
 Dup 111869 E
 Dup -F
 Dup 111869 -C
 Dup -D
 True Copy of a
 document on file at
 Reeves County Texas,
 Dianne O. Flores, County Clerk
 Page 10 of 22



Exhibit A-1

Leases

Lessor	Lessee	Lease Date	Volume	Page	Entry	Section	Block	Legal Description
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	27	53	The N/2 and SW/4 of Section 27, 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	27	53	The N/2 and SW/4 of Section 27, 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	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
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
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
The State of Texas, acting by and through 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
The State of Texas, acting by and through its agent, Donna J. Spivey	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
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
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
The State of Texas, acting by and through its agent, Judson Operations Ltd	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
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
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

2020 - 2020007296 07/23/2020 11:16AM Page 11 of 22



Dup 111869-G

- B
- A

119114-D

(EXP) 118841-C

118838-D

118838-C

(CA) 118841-C

Dup 111869-E

Dup 111869-F

Exhibit A-1

Leases

Lessor	Lessee	Lease Date	Volume	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
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
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
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
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
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
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
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
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
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
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 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

Dup 111869-C
 (exp) 118841-B
 (exp) - - A

Dup 111869 G

Dup (CA) 118841 A

Dup (exp) - - " B

True & Correct Copy of a
 Document on file at
 Reeves County Texas,
 Dianne O. Flores, County Clerk
 Page 12 of 22

Dup 11869-B
 Dup - - A

118838-A



Exhibit A-1

Leases

Lessor	Lessee	Lease Date	Volume	Page	Entry	Section	Block	Legal Description
The State of Texas, acting by and through its agent, Weetona Stanley	Atlantic Resources II Interests LLC	5/30/2017	1455	656	17-13291	30	56	NE/4 & NW/4 SE/4, Section 30, Block 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
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
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
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
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
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
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
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
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
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	47	53	All of Section 47, S&E E/2 SE/4, 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	47	53	All of Section 47, S&E E/2 SE/4, Block 53, PSL Survey, Reeves County, Texas

2020 - 2020007296 07/23/2020 11:16AM Page 13 of 22



True & Correct Copy of a document on file at
Reeves County Texas,
Dianne O. Jones, County Clerk
Page 13 of 22

11 8838-B

(exp) 119 114-B

(exp) 111 869-E
(exp) - " -F

Dup (exp) 111 869-D

Exhibit A-1

Leases

Lessor	Lessee	Lease Date	Volume	Page	Entry	Section	Block	Legal Description
The State of Texas, acting by and through its agent, Pamela Parker Clifton	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, 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, 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
The State of Texas, acting by and through its agent, Paul Harvey Oden	Atlantic Resources II Interests LLC	8/7/2017	1476	444	17-15906	12	59	The South 60 acres of the E/2 NW/4 and the E/2 SW/4 of Section 12, Block 59, PSL Survey, Reeves County, Texas
The State of Texas, acting by and through its agent, Walking O Lp	Atlantic Resources II Interests LLC	8/7/2017	1476	457	17-15907	12	59	The South 60 acres of the E/2 NW/4 and the E/2 SW/4 of Section 12, Block 59, PSL Survey, Reeves County, Texas
The State of Texas, acting by and through its agent, Midland AOG Partners LTD. Agent	Atlantic Resources II Interests LLC	8/31/2017	1483	299	17-16678	12	59	The E/2 of SE/4 & W/2 of NE/4 of Section 12, Block 59, PSL Survey, Reeves County, Texas
The State of Texas, acting by and through its agent, Kenneth W. Parker	Atlantic Resources II Interests LLC	7/23/2017	1464	449	17-14481	12	59	The W/2 NW/4 of Section 12, Block 59, PSL Survey, Reeves County, Texas
The State of Texas, acting by and through its agent, Tim Wilson	Petrohawk Properties, LP	2/9/2011	880	572	3233	30	56	All of Section 30, save and except the SW/4, Block 56, PSL Survey, Reeves County, Texas
The State of Texas, acting by and through its agent, Jeffery Allan Wilson	Petrohawk Properties, LP	2/9/2011	880	607	3238	30	56	All of Section 30, save and except the SW/4, Block 56, PSL Survey, Reeves County, Texas
The State of Texas, acting by and through its agent, Lewis Keith Lynn	Petrohawk Properties, LP	2/9/2011	880	558	3231	30	56	NW/4, E/2 SE/4, SW/4 SE/4 and NW/4 SE/4 Section 30, Block 56, PSL Survey, Reeves County, Texas
Michael Lynn Bourland	Petrohawk Properties, LP	8/12/2011	899	67	6310	29	56	All of Section 29, Block 56, PSL Survey, 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, Reeves County, Texas
The State of Texas, acting by and through its agent, Michael Lynn Bourland	Petrohawk Properties, LP	2/9/2011	880	565	3232	30	56	All of Section 30, save and except the NE/4, Block 56, PSL Survey, Reeves County, Texas
The State of Texas, acting by and through its agent, Janis Dee Bourland Helmey	Petrohawk Properties, LP	2/9/2011	880	579	3234	30	56	All of Section 30, save and except the NE/4, Block 56, PSL Survey, Reeves County, Texas
Lewis Keith Lynn	Petrohawk Properties, LP	8/12/2011	899	64	6309	29	56	All of Section 29, Block 56, PSL Survey, Reeves County, Texas
H. L. Hawkins Jr., Inc	Petrohawk Properties, LP	3/3/2011	880	621	3240	28	56	W/2 Section 28, Block 56, PSL Survey, Reeves County, Texas

2020 - 2020007296 07/23/2020 11:16AM Page 14 of 22



(exA) 111869-A

118926-A

' ' ' ' B

119114-A

(exA) 118927

112682-E

' ' ' ' -D

' ' ' ' -C

112882-B

' ' ' ' -A

Exhibit A-1
Leases

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

112396

2020 - 2020007296 07/23/2020 11:16AM Page 15 of 22



True & Correct Copy of a
Document on file at
Reeves County Texas,
Dianne O. Florez, County Clerk
Page 15 of 22

**Exhibit A-2
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 16 of 22

Exhibit A-2
Wells

API #	Well Name	Well Number	Lease Name	Operator Company Name	Conveyed Working Interest	Conveyed NRI	Field	County/Parish	Status
42-389-36774	STATE GATEWAY 34-39	12H	STATE GATEWAY 34-39	VICTERRA ENERGY, LLC	100.00%	75.00%	FORD, WEST	REEVES (TX)	Abandoned
42-389-36304	STATE GATEWAY 22	6H	STATE GATEWAY 22	ATLANTIC RESOURCES COMPANY, LLC	100.00%	75.00%	FORD, WEST	REEVES (TX)	Abandoned
42-389-35747	STATE GATEWAY 37-48	3H	STATE GATEWAY 37-48	ATLANTIC RESOURCES 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
42-389-35064	STATE JOHNNY CASH 23	2H	STATE JOHNNY CASH 23	VICTERRA ENERGY, LLC	100.00%	75.00%	FORD, WEST	REEVES (TX)	Active
42-389-34995	ORBISON 28	6H	ORBISON 28	VICTERRA ENERGY, LLC	100.00%	73.01%	FORD, WEST	REEVES (TX)	Active
42-389-34985	STATE MUDDY WATERS 30	2H	STATE MUDDY WATERS 30	VICTERRA ENERGY, LLC	100.00%	75.00%	FORD, WEST	REEVES (TX)	Active
42-389-34984	STATE BB KING 32	2H	STATE BB KING 32	VICTERRA ENERGY, LLC	100.00%	75.00%	FORD, WEST	REEVES (TX)	Active
42-389-34930	STATE GATEWAY 22	2H	STATE GATEWAY 22	VICTERRA ENERGY, LLC	100.00%	75.00%	FORD, WEST	REEVES (TX)	Inactive
42-389-34925	STATE GATEWAY 21 SWD	1	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 17 of 22

True & Correct Copy of a
document on file at
Reeves County Texas,
Dianne O. Florez, County Clerk
Page 17 of 32



**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 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 Helme	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 1195/487
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 1424/737
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, III 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 Klusmann; 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, individually; Clyde Michael Williams, III, 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, III, Trustee of the Clyde Michael	December 1, 2015	Road Access Agreement	



True & Correct Copy of a
document on file at
Reeves County Texas,
Dianne O. Florez, County Clerk
Page 19 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 1628/756
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 Helme	July 28, 2015	Multi-Use Right-of-Way and Easement Agreement	OPR 1628/743
Sandra K. Metcalf	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 1653/551
Blake Oil and Gas Corporation	June 22, 2017	Pipeline Easement Agreement	OPR 1455/466
Blake Oil and Gas Corporation	November 13, 2017	Electrical Easement Agreement	OPR 1517/625
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



True & Correct Copy of a
document on file at
Reeves County Texas,
Dianne O. Florez, County Clerk
Page 20 of 22

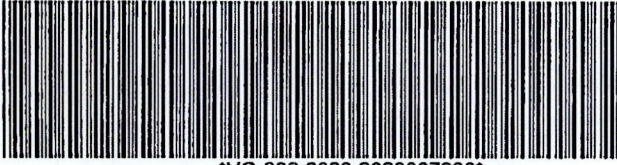
			Jun 2, 2017 at 11:07:00 AM. No Vol or PG shown
James Lawrence Meeker, as Trustee of the Callaghan 320 Trust	March 9, 2016	Surface Use and Drill Site Agreement	
Lowe Royalty Partners, LP	September 1, 2015	Surface Use Agreement	
Lowe Royalty Partners, LP	September 1, 2015	Right-of-Way	OPR 1632/292
Lowe 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



True & Correct Copy of a
document on file at
Reeves County Texas,
Shanne O. Florez, County Clerk
Page 21 of 22



VG-806-2020-2020007296

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:

Document Number: 2020007296
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

Dianne O. Florez



True & Correct Copy of a
document on file at
Reeves County Texas,
Dianne O. Florez, County Clerk
Page 22 of 22

MF 111869

File No.

Assign # 11082

Victoria to Victoria Energy Int

Date Filed:

9-23-21

George P. Bush, Commissioner

By



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:

J. Aguilar

Deputy Clerk

From: Endurance Resources Holdings II LLC
To: Texas General Land Office
1700 Congress Ave
Austin, TX 78701-1495

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

17707198

From: Endurance Resources Holdings II LLC
To: Texas General Land Office
1700 Congress Ave
Austin, TX 78701-1495

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

161



ENDURANCE
RESOURCES

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
By _____

1994

From: Endurance Resources Holdings II LLC
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 #	Invoice Amt
041317	13,195.44
PIPELINE-COTTONWOOD SURFACE DAMAGES	

161

17711443

From: Endurance Resources Holdings II LLC
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 #	Invoice Amt
041317	13,195.44
PIPELINE-COTTONWOOD SURFACE DAMAGES	



April 18, 2017

TEXAS GENERAL LAND OFFICE
ATTN: DREW REID
1700 N CONGRESS AVENUE
AUSTIN TX 78701-1495

Fed Ex

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

Dug Port

Date Filed: 10/26/21

George P. Bush, Commissioner

By: [Signature]

2021



TEXAS GENERAL LAND OFFICE
GEORGE P. BUSH, COMMISSIONER

to EOG
EOG

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 ~~Expired~~)
Reeves County

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

Subject: Request for Consent to Assignment
Reeves County ,
Texas Ladies and
gentlemen,

*Some VICTERRA
may Not be
producing*

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 conditions of the Leases.

EOG 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 Sherman_Young@eogresources.com 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 assignment from Victerra and NRD to EOG.

By: _____

Printed Name: _____

Title: _____

Page 1 of 2

Exhibit "A"

Recording information referenced below is to the Real Property
Records of Reeves County, Texas.

LEASE_NUMBER	LESSOR	ORIGINAL_LESSEE	LEASE_DATE	LEGAL	RECORDING

Line M1= Gulberson & Reeves Co

	Prospect	Checked	Lessor		
1	Endurance 112452	✓	State of Texas	Angelle & Dor	4/5/11
2	Endurance 112451	✓	The State of Texas	SPC Angelle & Dor	- - -
3	Endurance	X	The State of Texas, acting by and through its agent, McCamey Farm & Ranch, L.P.	26	Lege 9-1-10
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 & Ranch, L.P.	22	Lege
6	Endurance	X	The State of Texas, acting by and through its agent, McCamey Farm & Ranch, L.P.	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	X	The State of Texas, acting by and through its agent, J. Loyd Parker, III	38	Lege
10	Endurance	X	The State of Texas, acting by and through its agent, J. Loyd Parker, III	47	Lege
11	Endurance	X	The State of Texas, acting by and through its agent, Allison Renee Parker	38	Lege
12	Endurance 111869 Prod	X	The State of Texas, 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	27	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		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, 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	X	The State of Texas, acting by and through its agent, Robbin Lee Young		Lege

ME'S
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 11869

Consent to Assign County

Date Filed: 5-11-22

George P. Bush, Commissioner

By _____

9.24.21



P.O. Box 2267, Midland, Texas 79702
Phone: (432) 686-3600 Fax: (432) 686-3773

MF111869

September 22, 2021

Texas General Land Office
Attn: Carl Bonn
1700 N Congress Avenue
Austin, TX 78701

Fees for
Assignment # 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.

Viviana Beltran

Viviana Beltran
Land Technician
(432) 247-6396



2421

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

EOG RESOURCES, INC.
P.O. BOX 4362
HOUSTON, TEXAS 77210-4362

02421

CHECK No. 1193053518

VENDOR No. 062038

09/20/21

PAGE 1 OF 2

2100015 01 SD T 5882 009 -P00015 C06



TEXAS GENERAL LAND OFFICE
1700 NORTH CONGRESS AVE
AUSTIN TX 78701

VOUCHER NO.	INVOICE NO.	INVOICE DATE	DESCRIPTION	NET AMOUNT
034604	SEP1321	09/13/21	ACQUIRED LEASEHOLD COST	750.00
			22700758	101
			TOTAL CHECK AMOUNT	USD 750.00

DETACH AND RETAIN THIS STUB FOR YOUR RECORDS.



EOG RESOURCES, INC.
P.O. BOX 4362
HOUSTON, TEXAS 77210-4362

VENDOR No. 062038

62-20
311

No. 1193053518

22700758

09/20/21

\$\$\$\$\$\$\$\$\$\$\$\$750.00

NOT VALID AFTER 6 MONTHS

PAY TO THE
ORDER OF

TEXAS GENERAL LAND OFFICE
1700 NORTH CONGRESS AVE
AUSTIN, TX 78701

Seven Hundred Fifty and 00/100 Dollars

Robert L. West
AUTHORIZED SIGNATURE

CITIBANK, N.A.
ONE PENN'S WAY, NEW CASTLE, DE 19720

OPERATIONS ACCOUNT

1193053518

File No. MF 111869 59
Filing Fees County

Date Filed: 11-19-73
George P. Bush, Commissioner
By [Signature]



CIMAREX ENERGY CO
1700 LINCOLN STREET SUITE 3700
DENVER CO 80203-4518

CIMAREX

(303) 295-3995

Check Number 0001667729

Invoice #	Inv. Date	Description	Amount	Discount	Net Amount
CKREQ341032216	03/22/2016	SAWTOOTH LATERAL RPRS	3,605.00	0.00	3,605.00
16709706 MF111986 Surf Drilling 161					

023492

Vendor

Check Date: 04/11/2016

Check Amount

3,605.00

Cimarex Energy Co.

600 N. Marienfeld St.

Suite 600

Midland, TX 79701

MAIN 432.571.7800



April 14, 2016

M/F 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. $(2,060 \text{ yards} \times \$3.50 = \$7,210.00 \times 50\% = \$3,605.00)$

If you have any questions regarding this matter, please do not hesitate to contact me at the number below.

Sincerely,

CIMAREX ENERGY CO.

A handwritten signature in blue ink that reads "Tish Maney".

Tish Maney

Land Technician

432.571.7892(direct)

tmaney@cimarex.com

00104

60

File No.

MF 111986

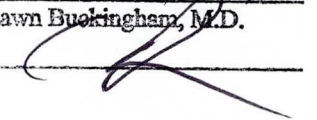
Sussex County

Date Filed:

2/28/24

Commissioner Dawn Buckingham, M.D.

By:





Texas General Land Office

Reconciliation Billing

Commissioner Dawn Buckingham, M.D.

PO Box 12873
Austin, TX 78711-2873
(800) 998-4456
8:00 - 5:00 M-F

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: C000027065

Invoice Number:

GLO Lease: MF111869

GLO Review: EOG RESOURCES, INC.

Review Period: Sept 2022 - Aug 2023

Category Oil

Auditor/AE: Eric M

Billing Date: 5/1/2024

P&I Calculation Date: 5/31/2024

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	BTU	Gross Value	Royalty Due	Royalty Paid	Additional Royalty Due	Number of Days Late	Interest Rate For Additional Royalty	Penalty Rate From Additional Royalty	Interest Rate From Additional Royalty2	Revenue Due
Oct-22	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	\$47.62	\$976.07

COMMENTS: BILLING IS FOR UNDERREPORTED VOLUMES FOR RRC ID: 08-291416 08-191418 08-291437

COLUMN (3) UNDERREPORTED VOLUMES REPORTED TO THE GLO VERSUS VOLUMES REPORTED TO THE RRC
COLUMNS (5) & (6) 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/rac/forms/penalty-interest-assessment-rules.pdf>

FOR QUESTIONS REGARDING THIS INVOICE PLEASE E-MAIL: eric.martinez@glo.texas.gov

NOTE 1: 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 and eric.martinez@glo.texas.gov
NOTING YOUR COMPANY NAME, CUSTOMER ID, INVOICE NUMBER(S) AND AMOUNT OF PAYMENT.

EMAIL: Kaitlyn Marr
kaitlyn_marr@eogresources.com

RRAC EOG RESOURCES INC(Admin)
Stephanie_Toy@eogresources.com

File No. MF 11/869

County

Recon Billing

Date Filed: 6/4/2024

Commissioner Dawn Buckingham, M.D.

By: VD