

MF114155

State Lease	Control	Base File	County
MF114155	08-030542	149599	REEVES

Survey	PUBLIC SCHOOL LAND	
Block	C-21	
Block Name		
Township		
Section/Tract	14	
Land Part		
Part Description		
Acres	640	
Depth Below	Depth Above	Depth Other

Leasing: GH
 Analyst: OH
 Maps: _____
 GIS: MC
 DocuShare: _____

Name	PETRO-HUNT LLC
Lease Date	9/23/2010
Primary Term	
Bonus (\$)	\$0.00
Rental (\$)	\$0.00
Lease Royalty	0.0625



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.

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Archives and Records Staff

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 RETURN TO VAULT WITH DOCUMENTS IN ORDER!

CONTENTS OF FILE NO. M-114155

① Royalty @ Land ID	17. Division Order 8/23/16
② Private oil & gas leases	< See MF109915 #23, Settlement Agreement 7/1/18 >
③ Plat	scanned PJ 7-19-2018
④ RRC W-1	18. Division Order 8-23-19
Scanned sm 7/9/13	19. Division Order 8-23-19
5. Exercise option to extend primary term as to	scanned PJ 9-11-2019
6. Assignment 05/02/14	20. Comm Application Approval 9/26/23 9/26/23
7. Pooling Agrmt. Packet # 6833	Scanned sm 09/26/2023
Great Divide Horiz. Unit 6/19/14	21. Recon Billing 8/26/2025
scanned PJ 9-3-14	Scanned sm 09/02/2025
8. Pooling Agrmt Packet # 7063	
Harpoon Horiz. Unit 11/19/14	
See MF109915 #14 For Assignments #8625	
Scanned PJ 1-20-15	
9. DIVISION ORDER 10-15-12	
10. Ltr + fees 01/20/15	
11. Amendment 01/20/15	
12. Assignment #9322, Resolute 4-28-15	
& Colt Unconventional to Firewheel	
Scanned PJ 6-10-15	
13. Pooling Agrmt Packet # 7496	
Flying Dog Horiz Unit 6/17/15	
14. Ltr to Resolute 6/17/15	
15. Division Order 7/22/15	
Scanned PJ 8-13-15	
16. Division Order 8-27-15	
Scanned PJ 10-5-15	
See MF109915 #15 FY15 Demand Letter 11/6/15	
Scanned PJ 2-11-16	

**Basefile Number - 149599**

Information for this County -
REEVES COUNTY

[Related GloBase Record](#)[Download GIS Data](#)[Energy Lease Information](#)**IDENTIFICATION NUMBERS**

LAND CLASS NUMBER - 08

BASEFILE NUMBER - 149599

CONTROL NUMBER 08-030542

1/14

SURVEY INFORMATION

SURVEY NAME - PSL

GRANTEE NAME - Casey, L A

ABSTRACT - 5470

BLOCK - TOWNSHIP - 14 P. S. C21

SECTION NUMBER - 14

SECTION/PART -

CURRENT ACRES - 640

ORIGINAL ACRES - 640

PATENT INFORMATION:

PATENTEE NAME -

DISTRICT - Bexar

CLASSIFICATION - School

FILE NUMBER - 149599

PATENT DATE -

CERTIFICATE -

PATENT NUMBER -

PATENT VOLUME -

PAGE - 112

LEASE INFORMATION**POOLING AGREEMENTS:**

No Uplands Units

No SubMerged Units

OIL & GAS LEASES:

No Upland Oil & Gas Leases

No Submerged Oil & Gas Leases

HARD MINERAL LEASES:

NONE

PSF SURFACE LEASES:

NONE

HISTORIC LEASES FOR THIS PARCEL**POOLING AGREEMENTS:**

No Uplands Units

No SubMerged Historical Units

OIL & GAS LEASES:

No Upland Oil & Gas Leases

No SubMerged Historical Oil&Gas Leases

OIL & GAS WELL DATA

There are 1 wells within this tract.

423890039400

File No. 114155

Royalty @ Land ID

Date Filed: _____

Jerry E. Patterson, Commissioner

By GH

TX00953.004

PRODUCERS 88 (bed-96) TX

68424-0009-004
1031834

PAID-UP OIL AND GAS LEASE

THIS AGREEMENT, made and entered into this 28th day of August, 2008, by and between Tiffani Burkholder, as Lessor, (whether one or more) whose address is 408 Spring Meadow Court, Midland, Texas 79705, and Petro-Hunt, L.L.C., as Lessee, (whether one or more) whose address is 1601 Elm Street, Suite 3400, Thanksgiving Tower, Dallas, Texas 75201-7201, WITNESSETH:

1. Lessor in consideration of Ten and No/100 Dollars (\$10.00), in hand paid, of the royalties herein provided, and of the covenants and agreements of Lessee herein contained, hereby grants, leases and lets exclusively unto Lessee for the purpose of investigating, exploring, prospecting, drilling and mining for and producing oil, gas and related hydrocarbons, injecting gas, waters, other fluids and air into sub-surface strata, laying pipe lines, building tanks, power stations, telephone lines and other structures thereon to produce, save, take care of, treat, transport and own said products, the following described land in Reeves County, Texas, to-wit:

All of Section 8, Block C-20, Public School Land Survey, containing 640.0 acres, more or less

All of Section 2, Block C-21, Public School Land Survey, containing 640.0 acres, more or less

All of Section 14, Block C-21, Public School Land Survey, containing 640.0 acres, more or less

All of Section 16, Block C-21, Public School Land Survey, containing 640.0 acres, more or less

and containing 2,560.00 acres, more or less (hereinafter called "said land").

2. Subject to the other provisions herein contained, this lease shall be for a term of Three (3) years from this date (called "primary term") and as long thereafter as oil and/or gas is produced in paying quantities from said land hereunder. Paying quantities is defined as a quantum of production which returns a profit to Lessee above all costs and expenses directly attributable to the production from said land, including, but not limited to, the cost of producing, transporting, treating, and marketing said production and all ad valorem and production taxes assessed against the interest of Lessee, but excluding bonus, delay rentals, royalty, drilling and completion costs.

3. The royalties to be paid by Lessee are: (a) on oil, One-Fourth (1/4) of that produced and saved from said land, the same to be delivered free of charge at the wells or to the credit of Lessor into the pipeline to which the wells may be connected; Lessee may from time to time purchase any royalty oil in its possession, paying the market price therefor prevailing for the field where produced on the date of purchase; and (b) on gas, including casinghead gas or other gaseous substance, produced from said land and sold or used off the premises or in the manufacture of gasoline or other product therefrom, the market value at the well of One-Fourth (1/4) of the gas sold or used, provided that on gas sold at the well in a bona fide transaction between Lessee and a party not controlled by Lessee the term "market value" shall be an amount realized from such sale. Where gas from a well capable of producing gas only is not sold or used, Lessee shall pay as royalty an amount per year equal to \$25.00 per net mineral acre commencing on or before ninety (90) days after completion of such shut-in gas well and annually thereafter; and while such payment is made it will be considered that gas is being produced within the meaning of paragraph 2 hereof; provided, however, it is agreed that after the end of the primary term hereof, this lease may not be maintained in force and effect solely by the payment of shut-in royalty for any single period in excess of two (2) years. However, Lessee shall be entitled to invoke the shut-in royalty provisions from time to time for periods not to exceed two (2) years, provided that Lessee shall have actually marketed gas in paying quantities from said land in good faith after the end of each prior period for which Lessee has paid shut-in gas royalty under this lease. The term "gas only" includes gas, distillate, condensate, and other substances produced from a gas well or a well classified as a gas well by the Railroad Commission of Texas or other governmental agencies having jurisdiction, but not casinghead gas or any substance produced from any oil well. Lessee agrees that all gas produced from the lease premises that is not processed in a plant or plants from which products derived therefrom and the residue gas is ratably allocated to the lease premises for the payment of royalties shall, if economically feasible to do so before the same is sold or used for any purpose or transported from the lease premises, be passed through a conventional separator designed and operated to effect the maximum economical recovery of liquids therefrom and any and all such liquids shall, for the purpose of this lease, be treated as oil for royalty payment. Lessee shall have the free use of oil, gas and water from said land, except water from Lessor's wells, for all operations hereunder, except secondary recovery operations, and the royalty on oil and/or gas shall be computed after deducting any so used. All royalty on oil, gas and associated hydrocarbons shall be due and payable to Lessor within three (3) months of the date when initial production from any well commences. Thereafter, royalty shall be due and payable on or before the last day of the second month succeeding the month of production. In the event a royalty is not so timely paid, Lessee agrees that it will pay Lessor interest on the amount so due at the (generally accepted) prime rate per annum for the royalties so owing, said interest to commence on the day following the date such royalty is owing by the terms hereof. Lessee agrees that all royalties accruing under this lease shall be paid 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.

4. This is a paid-up oil and gas lease and no delay rentals are due and payable hereunder.

5. If prior to discovery of oil or gas on said land Lessee should drill a dry hole or holes thereon, or if after discovery of oil or gas the production thereof should cease from any cause, this lease shall remain in force as long as additional drilling or re-working operations are conducted upon said land with no cessation for more than ninety (90) days in a good faith effort to discover and produce oil and/or gas, or (if it be within the primary term) Lessee commences or resumes the payment or tender of rentals on or before the rental paying date next ensuing after the expiration of one month from date of completion of said dry hole or holes or the cessation of production. If, at the expiration of the primary term, oil and/or gas is not being produced on said land but Lessee is then engaged in actual drilling or re-working operations on said land this lease shall remain in force so long as operations are prosecuted

PAID-UP OIL AND GAS LEASE

THIS AGREEMENT, made and entered into this 28th day of August, 2008, by and between Tera Burkholder King, as Lessor, (whether one or more) whose address is 803 Palomino, Midland, Texas 79705, and Petro-Hunt, L.L.C., as Lessee, (whether one or more) whose address is 1601 Elm Street, Suite 3400, Thanksgiving Tower, Dallas, Texas 75201-7201, WITNESSETH:

1. Lessor in consideration of Ten and No/100 Dollars (\$10.00), in hand paid, of the royalties herein provided, and of the covenants and agreements of Lessee herein contained, hereby grants, leases and lets exclusively unto Lessee for the purpose of investigating, exploring, prospecting, drilling and mining for and producing oil, gas and related hydrocarbons, injecting gas, waters, other fluids and air into sub-surface strata, laying pipe lines, building tanks, power stations, telephone lines and other structures thereon to produce, save, take care of, treat, transport and own said products, the following described land in Reeves County, Texas, to-wit:

All of Section 8, Block C-20, Public School Land Survey, containing 640.0 acres, more or less

All of Section 2, Block C-21, Public School Land Survey, containing 640.0 acres, more or less

All of Section 14, Block C-21, Public School Land Survey, containing 640.0 acres, more or less

All of Section 16, Block C-21, Public School Land Survey, containing 640.0 acres, more or less

and containing 2,560.00 acres, more or less (hereinafter called "said land").

2. Subject to the other provisions herein contained, this lease shall be for a term of Three (3) years from this date (called "primary term") and as long thereafter as oil and/or gas is produced in paying quantities from said land hereunder. Paying quantities is defined as a quantum of production which returns a profit to Lessee above all costs and expenses directly attributable to the production from said land, including, but not limited to, the cost of producing, transporting, treating, and marketing said production and all ad valorem and production taxes assessed against the interest of Lessee, but excluding bonus, delay rentals, royalty, drilling and completion costs.

3. The royalties to be paid by Lessee are: (a) on oil, One-Fourth (1/4) of that produced and saved from said land, the same to be delivered free of charge at the wells or to the credit of Lessor into the pipeline to which the wells may be connected; Lessee may from time to time purchase any royalty oil in its possession, paying the market price therefor prevailing for the field where produced on the date of purchase; and (b) on gas, including casinghead gas or other gaseous substance, produced from said land and sold or used off the premises or in the manufacture of gasoline or other product therefrom, the market value at the well of One-Fourth (1/4) of the gas sold or used, provided that on gas sold at the well in a bona fide transaction between Lessee and a party not controlled by Lessee the term "market value" shall be an amount realized from such sale. Where gas from a well capable of producing gas only is not sold or used, Lessee shall pay as royalty an amount per year equal to \$25.00 per net mineral acre commencing on or before ninety (90) days after completion of such shut-in gas well and annually thereafter; and while such payment is made it will be considered that gas is being produced within the meaning of paragraph 2 hereof; provided, however, it is agreed that after the end of the primary term hereof, this lease may not be maintained in force and effect solely by the payment of shut-in royalty for any single period in excess of two (2) years. However, Lessee shall be entitled to invoke the shut-in royalty provisions from time to time for periods not to exceed two (2) years, provided that Lessee shall have actually marketed gas in paying quantities from said land in good faith after the end of each prior period for which Lessee has paid shut-in gas royalty under this lease. The term "gas only" includes gas, distillate, condensate, and other substances produced from a gas well or a well classified as a gas well by the Railroad Commission of Texas or other governmental agencies having jurisdiction, but not casinghead gas or any substance produced from any oil well. Lessee agrees that all gas produced from the lease premises that is not processed in a plant or plants from which products derived therefrom and the residue gas is ratably allocated to the lease premises for the payment of royalties shall, if economically feasible to do so before the same is sold or used for any purpose or transported from the lease premises, be passed through a conventional separator designed and operated to effect the maximum economical recovery of liquids therefrom and any and all such liquids shall, for the purpose of this lease, be treated as oil for royalty payment. Lessee shall have the free use of oil, gas and water from said land, except water from Lessor's wells, for all operations hereunder, except secondary recovery operations, and the royalty on oil and/or gas shall be computed after deducting any so used. All royalty on oil, gas and associated hydrocarbons shall be due and payable to Lessor within three (3) months of the date when initial production from any well commences. Thereafter, royalty shall be due and payable on or before the last day of the second month succeeding the month of production. In the event a royalty is not so timely paid, Lessee agrees that it will pay Lessor interest on the amount so due at the (generally accepted) prime rate per annum for the royalties so owing, said interest to commence on the day following the date such royalty is owing by the terms hereof. Lessee agrees that all royalties accruing under this lease shall be paid 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.

4. This is a paid-up oil and gas lease and no delay rentals are due and payable hereunder.

5. If prior to discovery of oil or gas on said land Lessee should drill a dry hole or holes thereon, or if after discovery of oil or gas the production thereof should cease from any cause, this lease shall remain in force as long as additional drilling or re-working operations are conducted upon said land with no cessation for more than ninety (90) days in a good faith effort to discover and produce oil and/or gas, or (if it be within the primary term) Lessee commences or resumes the payment or tender of rentals on or before the rental paying date next ensuing after the expiration of one month from date of completion of said dry hole or holes or the cessation of production. If, at the expiration of the primary term, oil and/or gas is not being produced on said land but Lessee is then engaged in actual drilling or re-working operations on said land this lease shall remain in force so long as operations are prosecuted

PAID-UP OIL AND GAS LEASE

THIS AGREEMENT, made and entered into this 28th day of August, 2008, by and between Kimberly Roberson Reynolds, as Lessor, (whether one or more) whose address is 24649 Kings Canyon Square, Aldie, Virginia 20105, and Petro-Hunt, L.L.C., as Lessee, (whether one or more) whose address is 1601 Elm Street, Suite 3400, Thanksgiving Tower, Dallas, Texas 75201-7201, WITNESSETH:

1. Lessor in consideration of Ten and No/100 Dollars (\$10.00), in hand paid, of the royalties herein provided, and of the covenants and agreements of Lessee herein contained, hereby grants, leases and lets exclusively unto Lessee for the purpose of investigating, exploring, prospecting, drilling and mining for and producing oil, gas and related hydrocarbons, injecting gas, waters, other fluids and air into sub-surface strata, laying pipe lines, building tanks, power stations, telephone lines and other structures thereon to produce, save, take care of, treat, transport and own said products, the following described land in Reeves County, Texas, to-wit:

All of Section 8, Block C-20, Public School Land Survey, containing 640.0 acres, more or less

All of Section 2, Block C-21, Public School Land Survey, containing 640.0 acres, more or less

All of Section 14, Block C-21, Public School Land Survey, containing 640.0 acres, more or less

All of Section 16, Block C-21, Public School Land Survey, containing 640.0 acres, more or less

and containing 2,560.00 acres, more or less (hereinafter called "said land").

2. Subject to the other provisions herein contained, this lease shall be for a term of Three (3) years from this date (called "primary term") and as long thereafter as oil and/or gas is produced in paying quantities from said land hereunder. Paying quantities is defined as a quantum of production which returns a profit to Lessee above all costs and expenses directly attributable to the production from said land, including, but not limited to, the cost of producing, transporting, treating, and marketing said production and all ad valorem and production taxes assessed against the interest of Lessee, but excluding bonus, delay rentals, royalty, drilling and completion costs.

3. The royalties to be paid by Lessee are: (a) on oil, One-Fourth (1/4) of that produced and saved from said land, the same to be delivered free of charge at the wells or to the credit of Lessor into the pipeline to which the wells may be connected; Lessee may from time to time purchase any royalty oil in its possession, paying the market price therefor prevailing for the field where produced on the date of purchase; and (b) on gas, including casinghead gas or other gaseous substance, produced from said land and sold or used off the premises or in the manufacture of gasoline or other product therefrom, the market value at the well of One-Fourth (1/4) of the gas sold or used, provided that on gas sold at the well in a bona fide transaction between Lessee and a party not controlled by Lessee the term "market value" shall be an amount realized from such sale. Where gas from a well capable of producing gas only is not sold or used, Lessee shall pay as royalty an amount per year equal to \$25.00 per net mineral acre commencing on or before ninety (90) days after completion of such shut-in gas well and annually thereafter; and while such payment is made it will be considered that gas is being produced within the meaning of paragraph 2 hereof; provided, however, it is agreed that after the end of the primary term hereof, this lease may not be maintained in force and effect solely by the payment of shut-in royalty for any single period in excess of two (2) years. However, Lessee shall be entitled to invoke the shut-in royalty provisions from time to time for periods not to exceed two (2) years, provided that Lessee shall have actually marketed gas in paying quantities from said land in good faith after the end of each prior period for which Lessee has paid shut-in gas royalty under this lease. The term "gas only" includes gas, distillate, condensate, and other substances produced from a gas well or a well classified as a gas well by the Railroad Commission of Texas or other governmental agencies having jurisdiction, but not casinghead gas or any substance produced from any oil well. Lessee agrees that all gas produced from the lease premises that is not processed in a plant or plants from which products derived therefrom and the residue gas is ratably allocated to the lease premises for the payment of royalties shall, if economically feasible to do so before the same is sold or used for any purpose or transported from the lease premises, be passed through a conventional separator designed and operated to effect the maximum economical recovery of liquids therefrom and any and all such liquids shall, for the purpose of this lease, be treated as oil for royalty payment. Lessee shall have the free use of oil, gas and water from said land, except water from Lessor's wells, for all operations hereunder, except secondary recovery operations, and the royalty on oil and/or gas shall be computed after deducting any so used. All royalty on oil, gas and associated hydrocarbons shall be due and payable to Lessor within three (3) months of the date when initial production from any well commences. Thereafter, royalty shall be due and payable on or before the last day of the second month succeeding the month of production. In the event a royalty is not so timely paid, Lessee agrees that it will pay Lessor interest on the amount so due at the (generally accepted) prime rate per annum for the royalties so owing, said interest to commence on the day following the date such royalty is owing by the terms hereof. Lessee agrees that all royalties accruing under this lease shall be paid 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.

4. This is a paid-up oil and gas lease and no delay rentals are due and payable hereunder.

5. If prior to discovery of oil or gas on said land Lessee should drill a dry hole or holes thereon, or if after discovery of oil or gas the production thereof should cease from any cause, this lease shall remain in force as long as additional drilling or re-working operations are conducted upon said land with no cessation for more than ninety (90) days in a good faith effort to discover and produce oil and/or gas, or (if it be within the primary term) Lessee commences or resumes the payment or tender of rentals on or before the rental paying date next ensuing after the expiration of one month from date of completion of said dry hole or holes, or the cessation of production. If, at the expiration of the primary term, oil and/or gas is not being produced on said land but Lessee is then engaged in actual drilling or re-working operations on said land this lease shall remain in force so long as operations are prosecuted

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68424-0009-001
1031831

PAID-UP OIL AND GAS LEASE

THIS AGREEMENT, made and entered into this 28th day of August, 2008, by and between Kevin Louis Roberson, as Lessor, (whether one or more) whose address is 3705 Mossbrook Drive, Keller, Texas 76148, and Petro-Hunt, L.L.C., as Lessee, (whether one or more) whose address is 1601 Elm Street, Suite 3400, Thanksgiving Tower, Dallas, Texas 75201-7201, WITNESSETH:

1. Lessor in consideration of Ten and No/100 Dollars (\$10.00), in hand paid, of the royalties herein provided, and of the covenants and agreements of Lessee herein contained, hereby grants, leases and lets exclusively unto Lessee for the purpose of investigating, exploring, prospecting, drilling and mining for and producing oil, gas and related hydrocarbons, injecting gas, waters, other fluids and air into sub-surface strata, laying pipe lines, building tanks, power stations, telephone lines and other structures thereon to produce, save, take care of, treat, transport and own said products, the following described land in Reeves County, Texas, to-wit:

All of Section 8, Block C-20, Public School Land Survey, containing 640.0 acres, more or less

All of Section 2, Block C-21, Public School Land Survey, containing 640.0 acres, more or less - FR - 1495971 08-030481

All of Section 14, Block C-21, Public School Land Survey, containing 640.0 acres, more or less - FR - 1495994 08-030542

All of Section 16, Block C-21, Public School Land Survey, containing 640.0 acres, more or less - FR - 1496004 08-030560

and containing 2,560.00 acres, more or less (hereinafter called "said land").

2. Subject to the other provisions herein contained, this lease shall be for a term of Three (3) years from this date (called "primary term") and as long thereafter as oil and/or gas is produced in paying quantities from said land hereunder. Paying quantities is defined as a quantum of production which returns a profit to Lessee above all costs and expenses directly attributable to the production from said land, including, but not limited to, the cost of producing, transporting, treating, and marketing said production and all ad valorem and production taxes assessed against the interest of Lessee, but excluding bonus, delay rentals, royalty, drilling and completion costs.

3. The royalties to be paid by Lessee are: (a) on oil, One-Fourth (1/4) of that produced and saved from said land, the same to be delivered free of charge at the wells or to the credit of Lessor into the pipeline to which the wells may be connected; Lessee may from time to time purchase any royalty oil in its possession, paying the market price therefor prevailing for the field where produced on the date of purchase; and (b) on gas, including casinghead gas or other gaseous substance, produced from said land and sold or used off the premises or in the manufacture of gasoline or other product therefrom, the market value at the well of One-Fourth (1/4) of the gas sold or used, provided that on gas sold at the well in a bona fide transaction between Lessee and a party not controlled by Lessee the term "market value" shall be an amount realized from such sale. Where gas from a well capable of producing gas only is not sold or used, Lessee shall pay as royalty an amount per year equal to \$25.00 per net mineral acre commencing on or before ninety (90) days after completion of such shut-in gas well and annually thereafter; and while such payment is made it will be considered that gas is being produced within the meaning of paragraph 2 hereof; provided, however, it is agreed that after the end of the primary term hereof, this lease may not be maintained in force and effect solely by the payment of shut-in royalty for any single period in excess of two (2) years. However, Lessee shall be entitled to invoke the shut-in royalty provisions from time to time for periods not to exceed two (2) years, provided that Lessee shall have actually marketed gas in paying quantities from said land in good faith after the end of each prior period for which Lessee has paid shut-in gas royalty under this lease. The term "gas only" includes gas, distillate, condensate, and other substances produced from a gas well or a well classified as a gas well by the Railroad Commission of Texas or other governmental agencies having jurisdiction, but not casinghead gas or any substance produced from any oil well. Lessee agrees that all gas produced from the lease premises that is not processed in a plant or plants from which products derived therefrom and the residue gas is ratably allocated to the lease premises for the payment of royalties shall, if economically feasible to do so before the same is sold or used for any purpose or transported from the lease premises, be passed through a conventional separator designed and operated to effect the maximum economical recovery of liquids therefrom and any and all such liquids shall, for the purpose of this lease, be treated as oil for royalty payment. Lessee shall have the free use of oil, gas and water from said land, except water from Lessor's wells, for all operations hereunder, except secondary recovery operations, and the royalty on oil and/or gas shall be computed after deducting any so used. (All royalty on oil, gas and associated hydrocarbons shall be due and payable to Lessor within three (3) months of the date when initial production from any well commences. Thereafter, royalty shall be due and payable on or before the last day of the second month succeeding the month of production. In the event a royalty is not so timely paid, Lessee agrees that it will pay Lessor interest on the amount so due at the (generally accepted) prime rate per annum for the royalties so owing, said interest to commence on the day following the date such royalty is owing by the terms hereof. Lessee agrees that all royalties accruing under this lease shall be paid 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.

4. This is a paid-up oil and gas lease and no delay rentals are due and payable hereunder.

5. If prior to discovery of oil or gas on said land Lessee should drill a dry hole or holes thereon, or if after discovery of oil or gas the production thereof should cease from any cause, this lease shall remain in force as long as additional drilling or re-working operations are conducted upon said land with no cessation for more than ninety (90) days in a good faith effort to discover and produce oil and/or gas, or (if it be within the primary term) Lessee commences or resumes the payment or tender of rentals on or before the rental paying date next ensuing after the expiration of one month from date of completion of said dry hole or holes or the cessation of production. If, at the expiration of the primary term, oil and/or gas is not being produced on said land but Lessee is then engaged in actual drilling or re-working operations on said land this lease shall remain in force so long as operations are prosecuted

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OIL AND GAS LEASE

THIS AGREEMENT, made and entered into this 17th day of December, 2008, by and between Dela Minerals, Inc., by Gary N. Covington, President, P.O. Box 2539, Midland, Texas 79702-2539, hereinafter called Lessors, and Petro-Hunt, L.L.C., 1601 Elm Street, Suite 3400, Thanksgiving Tower, Dallas, Texas 75201-7201, hereinafter called Lessee

WITNESSETH

1 That Lessors, in consideration of Ten and No/100 Dollars (\$10.00) in hand paid, of the royalties provided, and of the covenants and agreements of Lessee hereinafter contained, hereby grant, lease, and let unto Lessee for the sole and only purpose of exploring, drilling, operating for, and producing oil and gas and of laying pipelines, building tanks, power stations, roads and structures thereon to produce, save, care for, treat, and transport said products from the land leased hereunder only, the following described land situated in Reeves Counties, State of Texas, to-wit:

All of Section 2, Block C-21, Public School Land Survey, containing 640.0 acres, more or less

All of Section 14, Block C-21, Public School Land Survey, containing 640.0 acres, more or less

All of Section 16, Block C-21, Public School Land Survey, containing 640.0 acres, more or less

and containing 1,920.0 acres, more or less (hereinafter called said land)

2 Subject to the other provisions herein contained, this lease shall be for a term of Three (3) years from this date (hereinafter called primary term) and as long thereafter as oil and gas, or either of them, is produced in paying quantities from said land and the royalties therefor paid in accord with the terms hereof, unless the primary term shall be extended as provided in (6) below

3 When production of oil or gas is secured during the term of this lease, Lessee agrees to pay or cause to be paid to Lessor

(A) As a royalty on oil, which is defined as including all hydrocarbons produced in a liquid form at the mouth of the well and also all condensate, distillate, and other liquid hydrocarbons recovered from oil or gas run through a separator or other equipment, as hereinafter provided, One-Fourth (1/4) part of the gross production or the market value thereof, at the option of Lessor, 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 for the field where produced and when run, or 2) the highest market price thereof offered or paid for the field where produced and when run, or 3) the gross proceeds of the sale thereof, whichever is greater. Lessee agrees that before any gas produced from the land hereby leased is sold, used or processed in a plant, it will be run free of cost to the parties entitled to royalties 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. Upon written consent of the royalty owners, the requirement that such gas is run through a separator or other equipment may be waived upon such terms and conditions as prescribed by them

(B) As a 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) One-Fourth (1/4) part of the gross production or the market value thereof, at the option of Lessor, such value to be based on the highest market price paid or offered for gas of comparable quality for the field where produced and when run, or the gross price paid or offered to the producer, whichever is greater; provided that the maximum pressure base in measuring the gas under this lease contract 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 test made by the Balance Method or by the most approved method of testing being used by industry at the time of testing. In the event Lessee obtains production on the subject land, Lessee shall notify Lessors via certified mail describing the terms of which Lessee will be selling oil and/or gas, and in the event Lessors object to the terms of said sales, Lessors shall notify Lessee of such objection within fifteen (15) days of receipt of such notice and make their election to take-in-kind as provided in 3(G) hereinafter

For the purpose of this lease "field" means the general area in which the land covered by this lease is located

(C) As a royalty on any gas processed in a gasoline plant or other plant for the recovery of gasoline or other liquid hydrocarbons One-Fourth (1/4) part of the residue gas and the liquid hydrocarbons extracted or the market value thereof, at the option of Lessors. 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 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 arms 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 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, F O B at the plant in which said gas is processed), whichever is greater

(D) As a royalty on carbon black, sulfur 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, One-Fourth (1/4) part of the gross production of such products, or the market value thereof, at the option of Lessor, 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 product is sold, whichever is greater

(E) 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 produced hereunder ready for sale or use whether or not such costs are incurred either before or after the sale or use of production hereunder

(F) 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 anything contained herein to the contrary, and subject to the consent in writing of the Lessors, Lessee may recycle gas for gas lift purposes on the lease premises for the injection into any oil or gas producing formation underlying the lease premises after the liquid hydrocarbons contained in the gas have been removed and no royalties shall be payable on the gas so recycled until under the same as they thereafter be produced and sold or used by Lessee in such manner as to entitle the Lessors to a royalty thereon under the provisions of this lease

(G) Notwithstanding any other provision in this lease, at any time or from time to time, the Lessors may, at the option of Lessors, upon not less than thirty (30) 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. Lessee shall choose the delivery point for the oil and/or gas so taken by Lessors. Said delivery point shall be located on the lease premises at a point on the downstream side of the metering device or tanks used to gauge the volume of production from wells located on the lease premises. All royalties, which are not taken in kind as provided herein, shall be due and payable to the Lessors by Lessee in Boerne, Kendall County, Texas. Royalty on oil shall be due and payable on or before the 1st day of the second month succeeding the month of production, and royalty on gas shall be due and payable on or before the 28th day of the second month succeeding the month of production. Past due payments of royalty shall bear interest per annum at the highest rate of non-usurious interest allowed by law. By execution hereof, Lessee grants to Lessors a

R-1

first and prior lien on its working interest share of the oil and gas

Initial for Identification

TX00953-012
68424-0070-004
1037315

OIL AND GAS LEASE

NOTICE: PRIOR TO RECORDING THIS INSTRUMENT, A NATURAL PERSON MAY REMOVE OR STRIKE HIS/HER SOCIAL SECURITY OR DRIVER'S LICENSE NUMBER THEREFROM.

THIS AGREEMENT made this 28th day of December, 2009, to be effective January 1, 2010, between Eleanor Elizabeth Powell, 23747 S.W Red Fern Drive, Sherwood, Oregon 97140, Johnnie Marie Powell Ashley, 600 Thoreau, Allen, Texas 75002, and Mica Dawn Powell, 5135 Ridgedale, Dallas, Texas 75206, Lessor and Petro-Hunt, L L C , 1601 Elm Street, Suite 3400, Thanksgiving Tower, Dallas, Texas 75201-7201, Lessee.

WITNESSETH:

1 Lessor in consideration of Ten and No/100 Dollars (\$10.00) in hand paid, of the royalties herein provided, and of the agreements of Lessee herein contained, hereby grants, leases and lets unto Lessee for the purpose of investigating, exploring, conducting geophysical operations, prospecting, drilling and producing oil and gas, from the following described land in Reeves County, Texas, to-wit:

Tract 1: Section 14, Block C-21, Public School Land, Reeves County, Texas, containing 640 acres, more or less

Tract 2 Section 16, Block C-21, Public School Land, Reeves County, Texas, containing 640 acres, more or less

and containing 1,280 acres, more or less. Each of the above separate two (2) tracts of land are a separate Oil and Gas Lease for all purposes, and subject to the provisions hereof.

No water from any source from said land shall be used for any purpose without written consent of Lessor, which shall not be unreasonably withheld

2 Subject to the other provisions herein contained, the lease shall be for a term of three (3) years from this date (called "primary term") and as long thereafter as oil and/or gas is produced and sold in paying quantities from said land hereunder.

3 The Royalties to be paid Lessor are:

3(a) On oil (including condensate and other liquid hydrocarbons) 1/4th of the value of oil that flows from a well on said land. Lessee shall pay Lessor the market value thereof at the well purchased by a non-affiliated third party. Non-affiliated third party is one in which Lessee owns no interest and has no agreement with, except for the purchase of oil. If oil is purchased by an affiliated third party, then the value of the oil is that of the highest market price in the area of like gravity or the amount received by Lessee, which ever is greater

3(b) On gas, including casinghead gas or other gaseous substances that flow from a well on said land, the value at the well head of 1/4th of the gas, or at Lessor's option 1/4th of the proceeds of the sale of gas by Lessee, whichever yields the higher value, where gas from said land is processed in a plant for the purpose of extracting products therefrom, Lessor shall receive as royalty 1/4th of the amount realized by Lessee at the plant of the products so extracted and 1/4th of the value of the residue gas remaining after extractions of said products.

3(c) If gas is gathered by, or sold to an affiliated third party of Lessee, then Lessee will pay Lessor's cost of making the gas market ready, which includes compressing, dehydrating, treating and transporting gas to the trunk pipeline. Affiliated third party means any person or entity in which there is any ownership or shared beneficial interest with Lessee

3(d) Notwithstanding the provisions of (b) above, Lessor may elect one (1) time only, to take in kind its royalty share of gas and gaseous substances produced. Once the election is made, all of Lessor's gas shall be marketed by Lessor, and delivered to Lessor, free of production costs, by Lessee at the wellhead.

OIL AND GAS LEASE

NOTICE: PRIOR TO RECORDING THIS INSTRUMENT, A NATURAL PERSON MAY REMOVE OR STRIKE HIS/HER SOCIAL SECURITY OR DRIVER'S LICENSE NUMBER THEREFROM.

THIS AGREEMENT made this 28th day of December, 2009, to be effective January 1, 2010, between Eleanor Elizabeth Powell, 23747 S.W Red Fern Drive, Sherwood, Oregon 97140, Johnnie Marie Powell Ashley, 600 Thoreau, Allen, Texas 75002, and Mica Dawn Powell, 5135 Ridgedale, Dallas, Texas 75206, Lessor and Petro-Hunt, L L C , 1601 Elm Street, Suite 3400, Thanksgiving Tower, Dallas, Texas 75201-7201, Lessee

WITNESSETH:

1 Lessor in consideration of Ten and No/100 Dollars (\$10 00) in hand paid, of the royalties herein provided, and of the agreements of Lessee herein contained, hereby grants, leases and lets unto Lessee for the purpose of investigating, exploring, conducting geophysical operations, prospecting, drilling and producing oil and gas, from the following described land in Reeves County, Texas, to-wit

Tract 1: Section 14, Block C-21, Public School Land, Reeves County, Texas, containing 640 acres, more or less

Tract 2: Section 16, Block C-21, Public School Land, Reeves County, Texas, containing 640 acres, more or less

and containing 1,280 acres, more or less. Each of the above separate two (2) tracts of land are a separate Oil and Gas Lease for all purposes, and subject to the provisions hereof.

No water from any source from said land shall be used for any purpose without written consent of Lessor, which shall not be unreasonably withheld

2 Subject to the other provisions herein contained, the lease shall be for a term of three (3) years from this date (called "primary term") and as long thereafter as oil and/or gas is produced and sold in paying quantities from said land hereunder.

3 The Royalties to be paid Lessor are

3(a) On oil (including condensate and other liquid hydrocarbons) 1/4th of the value of oil that flows from a well on said land Lessee shall pay Lessor the market value thereof at the well purchased by a non-affiliated third party. Non-affiliated third party is one in which Lessee owns no interest and has no agreement with, except for the purchase of oil. If oil is purchased by an affiliated third party, then the value of the oil is that of the highest market price in the area of like gravity or the amount received by Lessee, which ever is greater

3(b) On gas, including casinghead gas or other gaseous substances that flow from a well on said land, the value at the well head of 1/4th of the gas, or at Lessor's option 1/4th of the proceeds of the sale of gas by Lessee, whichever yields the higher value, where gas from said land is processed in a plant for the purpose of extracting products therefrom, Lessor shall receive as royalty 1/4th of the amount realized by Lessee at the plant of the products so extracted and 1/4th of the value of the residue gas remaining after extractions of said products.

3(c) If gas is gathered by, or sold to an affiliated third party of Lessee, then Lessee will pay Lessor's cost of making the gas market ready, which includes compressing, dehydrating, treating and transporting gas to the trunk pipeline. Affiliated third party means any person or entity in which there is any ownership or shared beneficial interest with Lessee

3(d) Notwithstanding the provisions of (b) above, Lessor may elect one (1) time only, to take in kind its royalty share of gas and gaseous substances produced. Once the election is made, all of Lessor's gas shall be marketed by Lessor, and delivered to Lessor, free of production costs, by Lessee at the wellhead

TX 00953-610
68424-0070-002
1637313

OIL AND GAS LEASE

NOTICE: PRIOR TO RECORDING THIS INSTRUMENT, A NATURAL PERSON MAY REMOVE OR STRIKE HIS/HER SOCIAL SECURITY OR DRIVER'S LICENSE NUMBER THEREFROM.

THIS AGREEMENT made this 28th day of December, 2009, to be effective January 1, 2010, between Eleanor Elizabeth Powell, 23747 S.W. Red Fern Drive, Sherwood, Oregon 97140, Johnnie Marie Powell Ashley, 600 Thoreau, Allen, Texas 75002, and Mica Dawn Powell, 5135 Ridgedale, Dallas, Texas 75206, Lessor and Petro-Hunt, L L C , 1601 Elm Street, Suite 3400, Thanksgiving Tower, Dallas, Texas 75201-7201, Lessee.

WITNESSETH:

1 Lessor in consideration of Ten and No/100 Dollars (\$10.00) in hand paid, of the royalties herein provided, and of the agreements of Lessee herein contained, hereby grants, leases and lets unto Lessee for the purpose of investigating, exploring, conducting geophysical operations, prospecting, drilling and producing oil and gas, from the following described land in Reeves County, Texas, to-wit

Tract 1. Section 14, Block C-21, Public School Land, Reeves County, Texas, containing 640 acres, more or less

Tract 2. Section 16, Block C-21, Public School Land, Reeves County, Texas, containing 640 acres, more or less

and containing 1,280 acres, more or less Each of the above separate two (2) tracts of land are a separate Oil and Gas Lease for all purposes, and subject to the provisions hereof

No water from any source from said land shall be used for any purpose without written consent of Lessor, which shall not be unreasonably withheld

2 Subject to the other provisions herein contained, the lease shall be for a term of three (3) years from this date (called "primary term") and as long thereafter as oil and/or gas is produced and sold in paying quantities from said land hereunder.

3 The Royalties to be paid Lessor are

3(a) On oil (including condensate and other liquid hydrocarbons) 1/4th of the value of oil that flows from a well on said land Lessee shall pay Lessor the market value thereof at the well purchased by a non-affiliated third party Non-affiliated third party is one in which Lessee owns no interest and has no agreement with, except for the purchase of oil. If oil is purchased by an affiliated third party, then the value of the oil is that of the highest market price in the area of like gravity or the amount received by Lessee, which ever is greater

3(b) On gas, including casinghead gas or other gaseous substances that flow from a well on said land, the value at the well head of 1/4th of the gas, or at Lessor's option 1/4th of the proceeds of the sale of gas by Lessee, whichever yields the higher value, where gas from said land is processed in a plant for the purpose of extracting products therefrom, Lessor shall receive as royalty 1/4th of the amount realized by Lessee at the plant of the products so extracted and 1/4th of the value of the residue gas remaining after extractions of said products.

3(c) If gas is gathered by, or sold to an affiliated third party of Lessee, then Lessee will pay Lessor's cost of making the gas market ready, which includes compressing, dehydrating, treating and transporting gas to the trunk pipeline Affiliated third party means any person or entity in which there is any ownership or shared beneficial interest with Lessee.

3(d) Notwithstanding the provisions of (b) above, Lessor may elect one (1) time only, to take in kind its royalty share of gas and gaseous substances produced Once the election is made, all of Lessor's gas shall be marketed by Lessor, and delivered to Lessor, free of production costs, by Lessee at the wellhead.

TX 66953.009
68424-0070-001
1037302

OIL AND GAS LEASE

NOTICE: PRIOR TO RECORDING THIS INSTRUMENT, A NATURAL PERSON MAY REMOVE OR STRIKE HIS/HER SOCIAL SECURITY OR DRIVER'S LICENSE NUMBER THEREFROM.

THIS AGREEMENT made this 28th day of December, 2009, to be effective January 1, 2010, between Barbara H Prewit, 974 East Wendy Brooke Lane, Fayetteville, Arkansas 72703, Lessor and Petro-Hunt, L L C, 1601 Elm Street, Suite 3400, Thanksgiving Tower, Dallas, Texas 75201-7201, Lessee

WITNESSETH:

1 Lessor in consideration of Ten and No/100 Dollars (\$10 00) in hand paid, of the royalties herein provided, and of the agreements of Lessee herein contained, hereby grants, leases and lets unto Lessee for the purpose of investigating, exploring, conducting geophysical operations, prospecting, drilling and producing oil and gas, from the following described land in Reeves County, Texas, to-wit:

Tract 1 Section 14, Block C-21, Public School Land, Reeves County, Texas, containing 640 acres, more or less

Tract 2 Section 16, Block C-21, Public School Land, Reeves County, Texas, containing 640 acres, more or less

and containing 1,280 acres, more or less Each of the above separate two (2) tracts of land are a separate Oil and Gas Lease for all purposes, and subject to the provisions hereof

No water from any source from said land shall be used for any purpose without written consent of Lessor, which shall not be unreasonably withheld.

2. Subject to the other provisions herein contained, the lease shall be for a term of three (3) years from this date (called "primary term") and as long thereafter as oil and/or gas is produced and sold in paying quantities from said land hereunder

3 The Royalties to be paid Lessor are

3(a) On oil (including condensate and other liquid hydrocarbons) 1/4th of the value of oil that flows from a well on said land Lessee shall pay Lessor the market value thereof at the well purchased by a non-affiliated third party. Non-affiliated third party is one in which Lessee owns no interest and has no agreement with, except for the purchase of oil. If oil is purchased by an affiliated third party, then the value of the oil is that of the highest market price in the area of like gravity or the amount received by Lessee, which ever is greater.

3(b) On gas, including casinghead gas or other gaseous substances that flow from a well on said land, the value at the well head of 1/4th of the gas, or at Lessor's option 1/4th of the proceeds of the sale of gas by Lessee, whichever yields the higher value, where gas from said land is processed in a plant for the purpose of extracting products therefrom, Lessor shall receive as royalty 1/4th of the amount realized by Lessee at the plant of the products so extracted and 1/4th of the value of the residue gas remaining after extractions of said products

3(c) If gas is gathered by, or sold to an affiliated third party of Lessee, then Lessee will pay Lessor's cost of making the gas market ready, which includes compressing, dehydrating, treating and transporting gas to the trunk pipeline Affiliated third party means any person or entity in which there is any ownership or shared beneficial interest with Lessee

3(d) Notwithstanding the provisions of (b) above, Lessor may elect one (1) time only, to take in kind its royalty share of gas and gaseous substances produced Once the election is made, all of Lessor's gas shall be marketed by Lessor, and delivered to Lessor, free of production costs, by Lessee at the wellhead

3(e) Whenever Lessor takes its royalty share of oil or gas in kind, it shall construct

TX 00953.006

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

Producers 88, General Pd Up-DD

OIL, GAS AND MINERAL LEASE
(Paid Up)

THIS AGREEMENT made August 31, 2010, BUT EFFECTIVE September 23, 2010, between Douglas Earl Bell, hereinafter referred to as LESSOR, whether one or more, whose address is P.O. Box 832021, Richardson, Texas 75083, and Petro-Hunt, L.L.C., whose address is 1601 Elm Street, Suite 3400, Thanksgiving Tower, Dallas, TX 75201-7201, hereinafter referred to as LESSEE, whether one or more,

WITNESSETH:

1. Lessor, in consideration of TEN AND OTHER DOLLARS in hand paid, receipt of which is here acknowledged, and of the royalties herein provided and of the agreements of the lessee herein contained, hereby grants, leases and lets exclusively unto lessee for the purpose of investigating, exploring, prospecting, drilling, mining and operating for and producing oil, gas and sulphur and all other minerals, whether similar or dissimilar, injecting gas, waters, other fluids, and air into subsurface strata, laying pipelines, storing oil, building tanks, roadways, telephone and power lines, and other structures and things thereon to explore, produce, save, take care of, treat, process, store and transport said minerals, the following described land in Reeves County, Texas, to-wit (hereinafter called "said land" or "the leased premises").

All of Section 2, Block C-21, Public School Land Survey, containing 640.0 acres, more or less

All of Section 14, Block C-21, Public School Land Survey, containing 640.0 acres, more or less

All of Section 16, Block C-21, Public School Land Survey, containing 640.0 acres, more or less

This lease also covers and includes, in addition to that above described, all land, if any, contiguous or adjoining the land above described and either (i) owned or claimed by lessor by limitation, prescription, possession, reversion or unrecorded instrument or (ii) as to which lessor has a preference right of acquisition. Lessor agrees to execute any supplemental instrument requested by lessee for a more complete or accurate description of said land. For the purpose of determining the amount of any bonus or other payment hereunder, said land shall be deemed to contain 1,920.0 acres, whether it actually comprises more or less, and the above recital of acreage in any tract shall be deemed to be the true acreage thereof. Lessor accepts the bonus as full consideration for this lease and all rights and options hereunder

2. Subject to the other provisions herein contained, this lease shall remain in force for a term of Three (3) years from the date hereof, (hereinafter called "primary term"), and as long thereafter as operations, as hereinafter defined, are conducted upon said land with no cessation for more than ninety (90) consecutive days. (Please See Paragraph #15)

3 The royalties to be paid by lessee are (a) on oil, and other liquid hydrocarbons saved at the well, One-Fourth (1/4) of that produced and saved from said land, same to be delivered at the wells or to the credit of lessor in the pipeline to which the wells may be connected, (b) on gas, including casinghead gas or other gaseous substance produced from said land and used off the premises or used in the manufacture of gasoline or other products, the market value at the well of One-Fourth (1/4) of the gas used, provided that on gas sold on or off the premises, the royalties shall be One-Fourth (1/4) of the amount realized from such sale; (c) and at any time when this lease is not validated by other provisions hereof and there is a gas and/or condensate well on said land, or land pooled therewith, but gas or condensate is not being so sold or used and such well is shut in, either before or after production therefrom, then on or before 90 days after said well is shut in, and thereafter at annual intervals, lessee may pay or tender an advance shut-in royalty equal to \$1.00 per net acre of lessor's gas acreage then held under this lease by the party making such payment or tender, and so long as said shut-in royalty is paid or tendered, this lease shall not terminate and it shall be considered under all clauses hereof that gas is being produced from the leased premises in paying quantities. Each such payment shall be paid or tendered to the party or parties who at the time of such payment would be entitled to receive the royalties which would be paid under this lease if the well were in fact producing, and may be paid Directly to Lessor at Above Address, or its successors, which shall continue as the depositories, regardless of changes in the ownership of shut-in royalty. The payment or tender of royalties and shut-in royalties may be made by check or draft. Any timely payment or tender of shut-in royalty which is made in a bona fide attempt to make proper payment, but which is erroneous in whole or in part as to parties or amounts, shall nevertheless be sufficient to prevent termination of this lease in the same manner as though a proper payment had been made if lessee shall correct such error within ninety (90) days after lessee has received written notice thereof by certified mail from the party or parties entitled to receive payment together with such written instruments (or certified copies thereof) as are necessary to enable lessee to make proper payment. The amount realized from the sale of gas on or off the premises shall be the price established by the gas sales contract entered into in good faith by lessee and gas purchaser for such term and under such conditions as are customary in the industry. "Price" shall mean the net amount received by lessee after giving effect to applicable regulatory orders and after application of any applicable price adjustments specified in such contract or regulatory orders. In the event lessee compresses, treats, purifies, or dehydrates such gas (whether on or off the leased premises) or transports gas off the leased premises, lessee in computing royalty hereunder may deduct from such price a reasonable charge for each of such functions performed

4 Lessee is hereby granted the right, at its option, to pool or unitize any land covered by this lease with any other land covered by this lease, and/or with any other land, lease, or leases, as to any or all minerals or horizons, so as to establish units containing not more than eighty (80) surface acres, plus 10% acreage tolerance; provided, however, units may be established as to any one or more horizons, or existing units may be enlarged as to any one or more horizons, so as to contain not more than six hundred forty (640) surface acres plus 10% acreage tolerance, if limited to one or more of the following: (1) gas, other than casinghead gas, (2) liquid hydrocarbons (condensate) which are not liquids in the

subsurface reservoir, (3) minerals produced from wells classified as gas wells by the conservation agency having jurisdiction. If larger units than any of those herein permitted, either at the time established, or after enlargement, are required under any governmental rule or order, for the drilling or operation of a well at a regular location, or for obtaining a maximum allowable from any well to be drilled, drilling, or already drilled, any such unit may be established or enlarged to conform to the size required by such governmental order or rule. Lessee shall exercise said option as to each desired unit by executing an instrument identifying such unit and filing it for record in the public office in which this lease is recorded. Each of said options may be exercised by lessee at any time and from time to time while this lease is in force, and whether before or after production has been established either on said land, or on the portion of said land included in the unit, or on other land unitized therewith. A unit established hereunder shall be valid and effective for all purposes of this lease even though there may be mineral, royalty, or leasehold interests in lands within the unit which are not effectively pooled or unitized. Any operations conducted on any part of such unitized land shall be considered, for all purposes, except the payment of royalty, operations conducted upon said land under this lease. There shall be allocated to the land covered by this lease within each such unit (or to each separate tract within the unit if this lease covers separate tracts within the unit) that proportion of the total production of unitized minerals from the unit, after deducting any used in lease or unit operations, which the number of surface acres in such land (or in each such separate tract) covered by this lease within the unit bears to the total number of surface acres in the unit, and the production so allocated shall be considered for all purposes, including payment or delivery of royalty, overriding royalty and any other payments out of production, to be the entire production of unitized minerals from the land to which allocated in the same manner as though produced therefrom under the terms of this lease. The owner of the reversionary estate of any term royalty or mineral estate agrees that the accrual of royalties pursuant to this paragraph or of shut-in royalties from a well on the unit shall satisfy any limitation of term requiring production of oil or gas. The formation of any unit hereunder which includes land not covered by this lease shall not have the effect of exchanging or transferring any interest under this lease (including, without limitation, any shut-in royalty which may become payable under this lease) between parties owning interests in land covered by this lease and parties owning interests in land not covered by this lease. Neither shall it impair the right of lessee to release as provided in paragraph 5 hereof, except that lessee may not so release as to lands within a unit while there are operations thereon for unitized minerals unless all pooled leases are released as to lands within the unit. At any time while this lease is in force lessee may dissolve any unit established hereunder by filing for record in the public office where this lease is recorded a declaration to that effect, if at that time no operations are being conducted thereon for unitized minerals. Subject to the provisions of this paragraph 4, a unit once established hereunder shall remain in force so long as any lease subject thereto shall remain in force. If this lease now or hereafter covers separate tracts, no pooling or unitization of royalty interests as between such separate tracts is intended or shall be implied or result merely from the inclusion of such separate tracts within this lease but lessee shall nevertheless have the right to pool or unitize as provided in this paragraph 4 with consequent allocation of production as herein provided. As used in this paragraph 4, the words "separate tract" mean any tract with royalty ownership differing, now or hereafter, either as to parties or amounts, from that as to any other part of the leased premises.

5 Lessee may at any time and from time to time execute and deliver to lessor or file for record a release or releases of this lease as to any part or all of said land or of any mineral or horizon thereunder, and thereby be relieved of all obligations, as to the released acreage or interest.

6 Whenever used in this lease the word "operations" shall mean operations for and any of the following: drilling, testing, completing, reworking, recompleting, deepening, plugging back or repairing of a well in search for or in an endeavor to obtain or reestablish production of oil, gas, and/or sulphur, and the production of oil, gas, and/or sulphur, whether or not in paying quantities.

7. Lessee shall have free use of oil, gas and water from said land, except water from lessor's wells and tanks, for all operations hereunder, and the royalty on oil and gas shall be computed after deducting any so used. Lessee shall have the right at any time to remove all machinery and fixtures placed on said land, including the right to draw and remove casing. No well shall be drilled nearer than 200 feet to the house or barn now on said land without the consent of the lessor.

8 The rights and estate of any party hereto may be assigned from time to time in whole or in part and as to any mineral or horizon. No change or division in the ownership of said land, royalties, or other monies, or any part thereof, howsoever effected, shall increase the obligations or diminish the rights of lessee, including, but not limited to, the location and drilling of wells and the measurement of production. Notwithstanding any other actual or constructive knowledge or notice thereof of or to lessee, its successors or assigns, no change or division in the ownership of said land or of the royalties, or other monies, or the right to receive the same, howsoever effected, shall be binding upon the then record owner of this lease until thirty (30) days after there has been furnished to such record owner at his or its principal place of business by lessor or lessor's heirs, successors, or assigns, notice of such change or division, supported by either originals or duly certified copies of the instruments which have been properly filed for record and which evidence such change or division, and of such court records and proceedings, transcripts, or other documents as shall be necessary in the opinion of such record owner to establish the validity of such change or division. If any such change in ownership occurs by reason of the death of the owner, lessee may, nevertheless pay or tender such royalties, or other moneys, or part thereof, to the credit of the decedent in a depository bank provided for above.

9. In the event lessor considers that lessee has not complied with all its obligations hereunder, both express and implied, lessor shall notify lessee in writing, setting out specifically in what respects lessee has breached this contract. Lessee shall then have ninety (90) days after receipt of said notice within which to meet or commence to meet all or any part of the breaches alleged by lessor. The service of said notice shall be precedent to the bringing of any action by lessor on said lease for any cause, and no such action shall be brought until the lapse of ninety (90) days after the service of such notice on lessee. Neither the service of said notice nor the doing of any acts by lessee aimed to meet all or any of the alleged breaches shall be deemed an admission or presumption that lessee has failed to perform all its obligations.

hereunder If this lease is canceled for any cause, it shall nevertheless remain in force and effect as to (i) sufficient acreage around each well as to which there are operations to constitute a drilling or maximum allowable unit under applicable governmental regulations, (but in no event less than forty acres), such acreage to be designated by lessee as nearly as practicable in the form of a square centered at the well, or in such shape as then existing spacing rules require, and (ii) any part of said land included in a pooled unit on which there are operations. Lessee shall also have such easements on said land as are necessary to operations on the acreage so retained.

10 Lessor hereby warrants and agrees to defend title to said land against the claims of all persons whomsoever. Lessor's rights and interests hereunder shall be charged primarily with any mortgages, taxes or other liens, or interest and other charges on said land, but lessor agrees that lessee shall have the right at any time to pay or reduce same for lessor, either before or after maturity, and be subrogated to the rights of the holder thereof and to deduct amounts so paid from royalties or other payments payable or which may become payable to lessor and/or assigns under this lease. If this lease covers a less interest in the oil, gas, or sulphur in all or any part of said land than the entire and undivided fee simple estate (whether lessor's interest is herein specified or not), or no interest therein, then the royalties and other moneys accruing from any part as to which lease covers less than such full interest, shall be paid only in the proportion which the interest therein, if any, covered by this lease, bears to the whole and undivided fee simple estate therein. All royalty interest covered by this lease (whether or not owned by lessor) shall be paid out of the royalty herein provided. This lease shall be binding upon each party who executes it without regard to whether it is executed by all those named herein as lessor

11. If, while this lease is in force at or after the expiration of the primary term hereof, it is not being continued in force by reason of the shut-in well provisions of paragraph 3 hereof, and lessee is not conducting operations on said land by reason of (1) any law, order, rule or regulation, (whether or not subsequently determined to be invalid) or (2) any other cause, whether similar or dissimilar, (except financial) beyond the reasonable control of lessee, the primary term hereof shall be extended until the first anniversary date hereof occurring one hundred (120) or more days following the removal of such delaying cause, and this lease may be extended thereafter by operations as if such delay had not occurred FM

12 This is a paid-up lease and lessee shall not be obligated during the primary term hereof to commence or continue any operations of whatsoever character or to make any payments hereunder in order to maintain this lease in force during the primary term; however, this provision is not intended to relieve lessee of the obligation to pay royalties on actual production pursuant to the provisions of Paragraph 3 hereof

13 All of the covenants, obligations, and considerations of this lease shall extend to and be binding upon the parties hereto, their heirs, successors, representatives, assigns, and successive assigns. The terms and conditions hereof shall inure to the benefit of and be binding upon the parties hereto, heirs, successors, representatives, assigns, and successive assigns of the parties hereto.

14 By the execution of this Lease, neither Lessor nor Lessee deny the title (but in fact recognize the title) of the present Lessee under that certain Memorandum of Oil and Gas Leases Effective September 22, 2005, recorded in Volume 702, Page 201 of the Deed Records of Reeves County, Texas, from Douglas Earl Bell, as Lessor, to Bracero Oil Company, as Lessee, (the "Effective Lease"). The primary term of the Effective Leases, as the result of current Lessee Chesapeake Exploration L L C exercising an Option to Lessor, expires on September 22, 2010, and Lessor hereby covenants and agrees not to further extend, renew, amend or modify the Effective Lease. If the Effective Lease should be extended beyond its primary term by drilling operations or reworking operations or by production from the lands covered thereby (or on land with which the Effective Lease has been pooled), then this Lease shall not become effective and any obligation of Lessee set forth herein shall thereby be relieved. If the Effective Lease shall terminate at the end of its primary term, this Lease shall become effective immediately upon its termination. Lessor states that at the present time there are no other leases or top leases which cover all or any portion of the leased premises, and agrees that no other top leases covering all or any part of the leased premises will be executed by Lessor.

15 Prior to the expiration of the primary term of this lease, Lessee shall have the right, but not the obligation, to extend the primary term of this lease - as to any acreage covered hereby and not otherwise being maintained by any other provision herein - for a period of two (2) additional years by paying an additional bonus of \$750.00 per net mineral acre for any such lands. In the event this right to extend the primary term is exercised as herein provided, it shall be considered for all intents and purposes as though this Oil and Gas Lease originally provided for a primary term of five (5) years from the date hereof LOPT

EXECUTED the day and year first above written.

"LESSOR"


Douglas Earl Bell

INDIVIDUAL ACKNOWLEDGMENT

STATE OF TEXAS

COUNTY OF

Denton

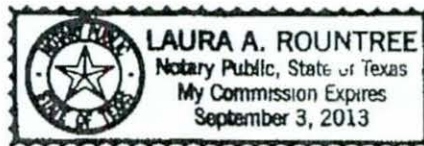
This instrument was acknowledged before me on August 31st, 2010, by Douglas Earl Bell.

My commission expires:

September 03, 2013

Laura A. Rountree

Notary Public



Certificate of Record

22.00

Recording Fee

22.00

Certified Copy Fee

Total Paid

Return to

Taylor Hamer

003043

FILED FOR RECORD

2010 SEP -2 PM 4:15

DIANNE O. FLOREZ
COUNTY CLERK, REEVES COUNTY, TX

[Signature] DEPUTY

COMPARED

THE STATE OF TEXAS, }
COUNTY OF REEVES. }

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

I, hereby certify that this instrument with its certificates of authenticity was FILED on the
date and at the time stamped hereon and was duly RECORDED in the OFFICIAL PUBLIC
RECORDS of Real Property of Reeves County, Texas, as indicated

OPR VOL 851 PAGE 222 DATE RECORDED 09/13/2010



DIANNE O. FLOREZ, COUNTY CLERK
REEVES COUNTY, TEXAS

By *[Signature]* Deputy

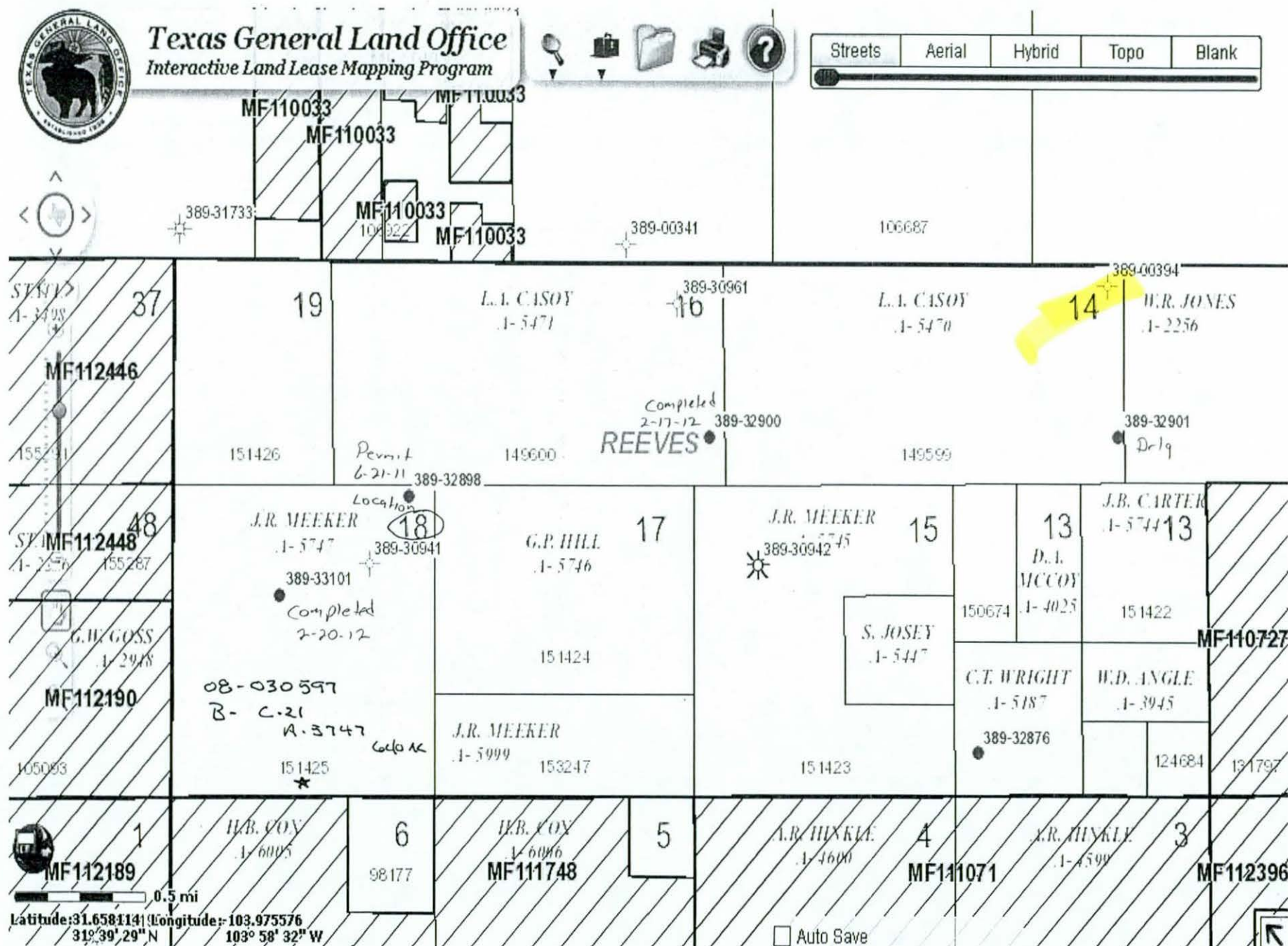
File No. 14155

Private oil & gas leases

Date Filed: _____

Jerry E. Patterson, Commissioner

By Git



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File No. 114155

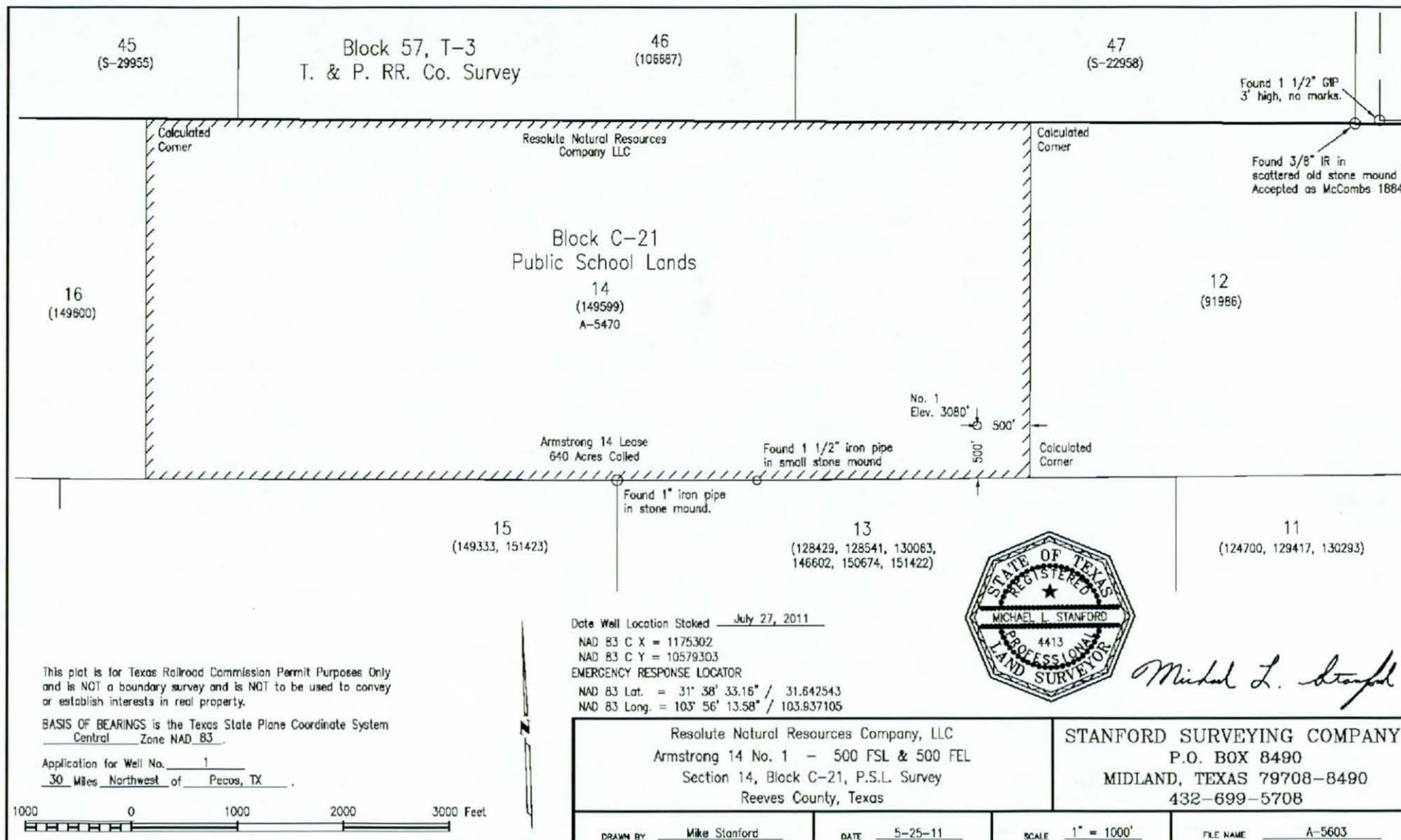
plat

Date Filed: _____

Jerry E. Patterson, Commissioner

By elt

API No. <u>42-389-32901</u> Drilling Permit # <u>718700</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: Approved		
1. RRC Operator No. <u>703352</u>		2. Operator's Name (as shown on form P-5, Organization Report) RESOLUTE NATURAL RES. CO., LLC		3. Operator Address (include street, city, state, zip):			
4. Lease Name ARMSTRONG 14		5. Well No. <u>1</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>13500</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 REEVES		13. Surface Location ☒ Land ☐ Bay/Estuary ☐ Inland Waterway ☐ Offshore			
14. This well is to be located <u>30</u> miles in a <u>NW</u> direction from <u>PECOS</u> which is the nearest town in the county of the well site.							
15. Section <u>14</u>		16. Block <u>C21</u>		17. Survey PSL/CASEY, L A			
		18. Abstract No. <u>A-5470</u>		19. Distance to nearest lease line: <u>500</u> ft.			
				20. Number of contiguous acres in lease, pooled unit, or unitized tract: <u>640</u>			
21. Lease Perpendiculars: <u>500</u> ft from the <u>S</u> line and <u>500</u> ft from the <u>E</u> line.							
22. Survey Perpendiculars: <u>500</u> ft from the <u>S</u> line and <u>500</u> ft from the <u>E</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	98359800	WOLFBONE (TREND AREA)		Oil or Gas Well	13500	0.00	1
08	00018001	WILDCAT		Oil or Gas Well	13500	0.00	1
BOTTOMHOLE LOCATION INFORMATION is required for DIRECTIONAL, HORIZONTAL, AND AMENDED AS DRILLED PERMIT APPLICATIONS							
Remarks 				Certificate: I certify that information stated in this application is true and complete, to the best of my knowledge. <u>Patrick Flynn, VP, Governmental Affairs</u> <u>Jul 28, 2011</u> Name of filer Date submitted <u>(303)5344600, x1145</u> <u>pflynn@resoluteenergy.com</u> Phone E-mail Address (OPTIONAL)			
RRC Use Only Data Validation Time Stamp: Jul 29, 2011 4:27 PM('As Approved' Version)							



(4)

File No. 114155

RRC W-1

Date Filed: _____

Jerry E. Patterson, Commissioner

By GH

EXERCISE OPTION TO EXTEND PRIMARY TERM MEMORANDUM

STATE OF TEXAS)
COUNTY OF REEVES)

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WHEREAS, on December 28, 2009, effective January 1, 2010, **JOHNNIE MARIE POWELL ASHLEY, ELEANOR ELIZABETH POWELL and MICA DAWN POWELL** ("Lessor"), executed an Oil, Gas and Mineral Lease (the "Lease") in favor of PETRO-HUNT LLC, ("Lessee"), with an address of 1601 Elm St, Suite 3400, Thanksgiving Tower, Dallas TX 75201-72041, as recorded in Volume 841, Page 53 of the Official Public Records of Real Property of Reeves County, Texas, covering 1,280.00 gross acres, described as

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Tract 1 Section 14, Block C-21, Public School Land Survey, containing 640 acres, more or less
Tract 2 Section 16, Block C-21, Public School Land Survey, containing 640 acres, more or less

WHEREAS, on April 11, 2011, Petro-Hunt LLC as Assignor, assigned said lands to Colt Unconventional Resources LLC as Assignee, as recorded in Volume 883, Page 686 of the Official Public Records of Real Property of Reeves County, Texas, and on May 6, 2011, Colt Unconventional Resources LLC as Assignor, assigned said lands to Resolute Natural Resources Southwest, LLC, as Assignee, as recorded in Volume 885, Page 200 of the Official Public Records of Real Property of Reeves County, Texas,

WHEREAS, three wells were drilled during the primary term and the following lands are held by production pursuant to the terms of the Lease. Said wells and lands are:

Armstrong 14-03, Permit #738912, SW/4 of Section 14, containing 160 acres
Armstrong 14-01, Permit #718700, SE/4 of Section 14, containing 160 acres
Armstrong 16-01, Permit #718699, SE/4 of Section 16, containing 160 acres

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WHEREAS, the Lease contains an option to extend the Lease for a two-year period, as set forth below.

Paragraph 15. Lessee shall have the option, but not the obligation, of extending the primary term of this lease for an additional two (2) years from the expiration of the primary term by payment to Lessor on or before the expiration of the primary term, the sum of the same bonus per net mineral acre as the bonus is for the first three (3) year term herein

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NOW, THEREFORE, pursuant to the terms and conditions of paragraph 15, it is the desire of Resolute Natural Resources Southwest, LLC to extend the primary term of the Lease, from Three (3) years to Five (5) years, for the following lands:

Tract 1 Section 14, Block C-21, Public School Land Survey, N/2, containing 320 acres, more or less
Tract 2 Section 16, Block C-21, Public School Land Survey, N/2 & SW/4, containing 480 acres, more or less

NOW, THEREFORE, be it known that pursuant to the terms of the Lease, Resolute Natural Resources Southwest LLC has paid to Lessor a sum of the bonus described in paragraph 15 of the Lease to effectuate the extension of the primary term from three (3) years to five (5) years from the date of said Lease and that this instrument shall evidence such extension. This extension shall apply to all of the oil, gas and minerals owned by the Lessor in the 320-acre Tract 1 and the 480-acre Tract 2 described above. Except as herein changed, the provisions of said Lease and any recorded instrument effecting said lease shall remain in full force and effect.

IN WITNESS WHEREOF this instrument is made effective on the first (1st) day of January, 2013

RESOLUTE NATURAL RESOURCES SOUTHWEST, LLC, Lessee



Bill Alleman, Vice President - Land

ACKNOWLEDGEMENT

STATE OF COLORADO)
CITY & COUNTY OF DENVER)

On this 24th day of December, 2012, before me personally appeared BILL ALLEMAN, to me known to be the VICE PRESIDENT - LAND of Resolute Natural Resources Southwest, LLC the limited liability company that executed the within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said limited liability company, for the uses and purposes therein mentioned, and on oath stated that they were authorized to execute said instrument

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year herein first so above written

My commission Expires: April 30, 2015

TX00953-010, 011, 012

Erin K Pettigrew, Notary Public in and for the State of Colorado

ERIN K PETTIGREW
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 1990402951
MY COMMISSION EXPIRES 04/30/2015



Inst No. 13-00348
DIANNE O. FLOREZ
COUNTY CLERK
2013 Jan 16 03:50 PM
REEVES COUNTY, TEXAS
By: VE  DEPUTY

413-6

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

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AMENDMENT OF EXERCISE OPTION TO EXTEND PRIMARY TERM

STATE OF TEXAS)
COUNTY OF REEVES)

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WHEREAS, on December 28, 2009, effective January 1, 2010, ELEANOR ELIZABETH POWELL, JOHNNIE MARIE POWELL ASHLEY, and MICA DAWN POWELL, ("Lessor"), each executed an Oil and Gas Lease (collectively the "Leases") in favor of PETRO-HUNT, L.L.C. ("Lessee"), recorded 4-14-10, in Volume 841, at Page 31, in Volume 841, at Page 42 and in Volume 841, at Page 20, respectively, of the Official Public Records of Real Property of Reeves County, Texas, covering 1,280.00 acres, described as:

Tract 1 Section 14, Block C-21, Public School Land Survey, containing 640 acres, more or less
Tract 2 Section 16, Block C-21, Public School Land Survey, containing 640 acres, more or less; and

WHEREAS, by that certain Assignment and Conveyance dated effective April 11, 2011, recorded 6-14-11 in Volume 883, at Page 686 of the Official Public Records of Real Property of Reeves County, Texas, Petro-Hunt, L.L.C., as Assignor, assigned said Leases and lands to Colt Unconventional Resources, LLC, as Assignee; and

WHEREAS, by that certain Assignment dated effective May 6, 2011, recorded 6-29-11 in Volume 885, at Page 200 of the Official Public Records of Real Property of Reeves County, Texas, Colt Unconventional Resources, LLC, as Assignor, assigned an undivided interest in said Leases and lands to Resolute Natural Resources Southwest, LLC ("Resolute"), as Assignee; and

WHEREAS, by that certain Exercise Option to Extend Primary Term Memorandum (the "Extension"), dated effective January 1, 2013, recorded 1-16-13 in Volume 981, at Page 206 of the Official Public Records of Real Property of Reeves County, Texas, Resolute extended the primary term of the Leases from three (3) years to five (5) years, for the following lands:

Tract 1 Section 14, Block C-21, Public School Land Survey, N/2, containing 320 acres, more or less
Tract 2 Section 16, Block C-21, Public School Land Survey, N/2 & SW/4, containing 480 acres, more or less; and

WHEREAS, it is the desire of parties hereto to amend the Extension to include additional lands described as the SE/4 of Section 14, Block C-21, Public School Land Survey, Reeves County, Texas, containing 160 acres, more or less.

NOW, THEREFORE, for and in consideration of the premises and the sum of One Hundred Dollars (\$100) and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Lessor, their successors and assigns, does hereby ratify and confirm their respective Lease, as previously extended, and Lessor, their successors and assigns, and Resolute do hereby amend the Extension to cover the following lands (the "Lands"):

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Tract 1 Section 14, Block C-21, Public School Land Survey, N/2 & SE/4, containing 480 acres, more or less

Tract 2 Section 16, Block C-21, Public School Land Survey, N/2 & SW/4, containing 480 acres, more or less.

Furthermore, Lessor, their successors and assigns, for and in consideration of the mutual covenants and conditions contained herein, does hereby GRANT, LEASE and LET unto Resolute, its successors and assigns, the Lands described above in accordance with the terms and provisions of their respective Lease and Lessor, their successors and assigns, does hereby CONFIRM, RATIFY and ADOPT the same as if incorporated in their respective Lease, the Extension and this Amendment to the Extension. Therefore, the primary term of the Leases, as to the Lands described herein, shall expire on January 1, 2015. Except as herein changed, the provisions of said Leases and any recorded instrument effecting said Leases shall remain in full force and effect.

This document may be executed in any number of counterparts and by different parties in separate counterparts. Each counterpart when so executed shall be deemed an original and all of which together shall constitute the same document.

IN WITNESS WHEREOF, this instrument is effective on the 1st day of January 2013.

LESSOR:

LESSEE:

BERNADETTE MARY KIELY, Independent
Administratrix With Will Annexed of the
Estate of Eleanor Elizabeth Powell

RESOLUTE NATURAL RESOURCES SOUTHWEST, LLC


Bill Alleman, Vice President – Land

JOHNNIE MARIE POWELL ASHLEY

MICA DAWN POWELL HOPKINS (formerly
known as Mica Dawn Powell)

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Tract 1 Section 14, Block C-21, Public School Land Survey, N/2 & SE/4, containing 480 acres, more or less

Tract 2 Section 16, Block C-21, Public School Land Survey, N/2 & SW/4, containing 480 acres, more or less.

Furthermore, Lessor, their successors and assigns, for and in consideration of the mutual covenants and conditions contained herein, does hereby GRANT, LEASE and LET unto Resolute, its successors and assigns, the Lands described above in accordance with the terms and provisions of their respective Lease and Lessor, their successors and assigns, does hereby CONFIRM, RATIFY and ADOPT the same as if incorporated in their respective Lease, the Extension and this Amendment to the Extension. Therefore, the primary term of the Leases, as to the Lands described herein, shall expire on January 1, 2015. Except as herein changed, the provisions of said Leases and any recorded instrument effecting said Leases shall remain in full force and effect.

This document may be executed in any number of counterparts and by different parties in separate counterparts. Each counterpart when so executed shall be deemed an original and all of which together shall constitute the same document.

IN WITNESS WHEREOF, this instrument is effective on the 1st day of January 2013.

LESSOR:

LESSEE:

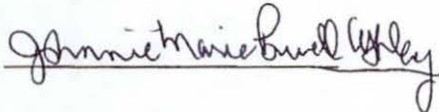
BERNADETTE MARY KIELY, Independent
Administratrix With Will Annexed of the
Estate of Eleanor Elizabeth Powell

RESOLUTE NATURAL RESOURCES SOUTHWEST, LLC



Bill Alleman, Vice President - Land

JOHNNIE MARIE POWELL ASHLEY



MICA DAWN POWELL HOPKINS (formerly
known as Mica Dawn Powell)

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Tract 1 Section 14, Block C-21, Public School Land Survey, N/2 & SE/4, containing 480 acres, more or less

Tract 2 Section 16, Block C-21, Public School Land Survey, N/2 & SW/4, containing 480 acres, more or less.

Furthermore, Lessor, their successors and assigns, for and in consideration of the mutual covenants and conditions contained herein, does hereby GRANT, LEASE and LET unto Resolute, its successors and assigns, the Lands described above in accordance with the terms and provisions of their respective Lease and Lessor, their successors and assigns, does hereby CONFIRM, RATIFY and ADOPT the same as if incorporated in their respective Lease, the Extension and this Amendment to the Extension. Therefore, the primary term of the Leases, as to the Lands described herein, shall expire on January 1, 2015. Except as herein changed, the provisions of said Leases and any recorded instrument effecting said Leases shall remain in full force and effect.

This document may be executed in any number of counterparts and by different parties in separate counterparts. Each counterpart when so executed shall be deemed an original and all of which together shall constitute the same document.

IN WITNESS WHEREOF, this instrument is effective on the 1st day of January 2013.

LESSOR:

LESSEE:

BERNADETTE MARY KIELY, Independent
Administratrix With Will Annexed of the
Estate of Eleanor Elizabeth Powell

RESOLUTE NATURAL RESOURCES SOUTHWEST, LLC



Bill Alleman, Vice President – Land

JOHNNIE MARIE POWELL ASHLEY


MICA ~~DAWN~~ POWELL HOPKINS (formerly
known as Mica Dawn Powell)



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ACKNOWLEDGEMENTS

STATE OF COLORADO)
CITY & COUNTY OF DENVER)

The foregoing instrument was acknowledged before me this 5th day of MARCH, 2014, by BILL ALLEMAN, VICE PRESIDENT – LAND of Resolute Natural Resources Southwest, LLC, a Delaware limited liability company, on behalf of the company.

My commission Expires: April 30, 2015

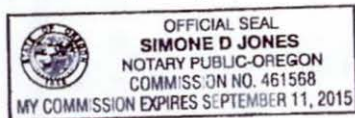


Erin K. Pettigrew
Erin K. Pettigrew, Notary Public in and for the State of Colorado

STATE OF Oregon)
COUNTY OF Washington)

The foregoing instrument was acknowledged before me this 18th day of Mar., 2014, by BERNADETTE MARY KIELY, Independent Administratrix With Will Annexed of the Estate of Eleanor Elizabeth Powell.

My commission expires: 9/11/15



Simone D. Jones
Notary Public, State of Oregon

STATE OF _____)
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 2014, by JOHNNIE MARIE POWELL ASHLEY.

My commission expires: _____

Notary Public, State of _____

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ACKNOWLEDGEMENTS

STATE OF COLORADO)
CITY & COUNTY OF DENVER)

The foregoing instrument was acknowledged before me this 5th day of MARCH, 2014, by BILL ALLEMAN, VICE PRESIDENT – LAND of Resolute Natural Resources Southwest, LLC, a Delaware limited liability company, on behalf of the company.

My commission Expires: April 30, 2015



Erin K. Pettigrew
Erin K. Pettigrew, Notary Public in and for the State of Colorado

STATE OF _____)
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 2014, by BERNADETTE MARY KIELY, Independent Administratrix With Will Annexed of the Estate of Eleanor Elizabeth Powell.

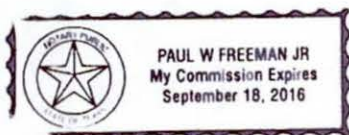
My commission expires:

Notary Public, State of _____

STATE OF Texas)
COUNTY OF Collin)

The foregoing instrument was acknowledged before me this 13 day of March, 2014, by JOHNNIE MARIE POWELL ASHLEY.

My commission expires: September 18, 2016



Paul W. Freeman Jr.
Notary Public, State of Texas

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STATE OF TEXAS)
COUNTY OF DALLAS)

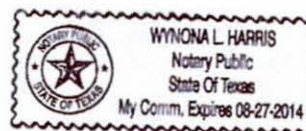
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The foregoing instrument was acknowledged before me this 11 day of MAR, 2014, by
MICA ~~DAVID~~ POWELL HOPKINS.

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My commission expires: 08/27/2014

Wynona L. Harris
Notary Public, State of TEXAS



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Inst No. 14-02651
DIANNE O. FLOREZ
COUNTY CLERK
2014 Mar 26 at 04:05 PM
REEVES COUNTY, TEXAS
By: AC Aurora Colaneri DEPUTY

413 9

File No. 114155

Exercise option to extend primary term

Date Filed: 05/02/14

Jerry E. Patterson, Commissioner

By 

Petro-Colt
TXC0101

883-686

ASSIGNMENT AND CONVEYANCE

STATE OF TEXAS §
 §
COUNTY OF REEVES §
COUNTY OF LOVING

For Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged **PETRO-HUNT, L.L.C.**, a Delaware limited liability company, whose mailing address is 1601 Elm Street, Suite 3400, Dallas, Texas 75201 ("**Assignor**"), does hereby sell, transfer, assign and convey to **COLT UNCONVENTIONAL RESOURCES, LLC** of 2101 Cedar Springs, Suite 1230, Dallas, Texas 75201 ("**Assignee**") (each a "**Party**" and sometimes collectively called the "**Parties**" herein), all of Assignor's right, title and interest in and to the oil, gas and other mineral leases, leasehold estates, related royalty interests, and/or overriding royalty interests, if any, covering the lease and/or lands, further referred herein to as the "**Assigned Premises**" and more fully described on Exhibit "A", attached hereto and made a part hereof for all purposes.

The sale, transfer, assignment and conveyance hereby made is effective as of 12:00 a.m. central standard time on April 11, 2011 (the "**Effective Time**"); and, it is executed in concert with and subject to that certain **Purchase and Sale Letter Agreement** (the "**PSA**") regarding the Assigned Premises dated February 24, 2011.

TO HAVE AND TO HOLD such property, together with all and singular the rights and privileges in any way pertaining thereto, unto Assignee and the heirs, successors, and assigns of Assignee, forever. Assignor makes no representations or warranties regarding title except by, through, and under Assignor, but no further.

This Assignment and Conveyance is further subject to the following terms and conditions:

Assignee will indemnify, hold harmless, release and defend Assignor from and against all damages, losses, claims, demands, causes of action, judgments and other costs (including, but not limited to, any civil fines, penalties, costs of assessment, clean-up, removal of pollution or contamination, and expenses for the modification, repair or replacement of facilities on the lands) brought by any and all persons and any agency or other body of federal, state or local government, on account of any personal injury, illness or death, any damage to, destruction or loss of property, and any contamination or pollution of natural resources (including soil, air, surface water or groundwater) to the extent any of the foregoing directly or indirectly is caused by or otherwise involves any environmental condition of the assigned premises, caused or arising after the Effective Time, including, but not limited to, the presence, disposal or release or any material (whether hazardous, extremely hazardous, toxic or otherwise) of any kind in, on or under the Assigned Premises.

Assignee's indemnification obligations hereunder extend to and include, but are not limited to (i) the negligence or other fault of Assignor, Assignee, and third parties, whether such



negligence is active or passive, joint, sole or concurrent, (ii) Assignee's strict liability and (iii) Assignee's liabilities or obligations under the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended (42 U.S.C. §§9601 et. seq.), the Resource Conservation and Recovery Act of 1976 (42 U.S.C. §§9601 et seq.), The Clean Water Act (33 U.S.C. §§466 et. Seq.), the Safe Drinking Water Act (14 U.S.C. §§1401-1450), the Hazardous Materials Transportation Act (49 U.S.C. §§1801 et. Seq.), the Toxic Substances Control Act (15 U.S.C. §§2601-2629), the Clean Air Act (42 U.S.C. §7401 et. Seq.) as amended, the Clean Air Act amendments of 1990 and all applicable state and local laws and any applicable replacement or successor legislation or regulation thereto, and further extend to or include claims arising in whole or in part from the gross negligence or willful misconduct of Assignee. The indemnification provisions herein are in addition to and cumulative with any other indemnity provisions contained in this Assignment and Conveyance or in the PSA, and the terms of the above laws shall control over any conflicting or contradicting terms or provisions contained in this Assignment and Conveyance.

Assignee agrees to fully comply with the applicable rules and regulations of the appropriate state or federal regulatory agency or agencies having jurisdiction applicable to the Assigned Premises, and Assignee will indemnify and hold Assignor harmless from and against all losses, costs, claims and expenses arising out of or in any way connected with Assignee's failure to so fully comply with said applicable rules and regulations insofar as same relate to Assignee's ownership of or operations on the Assigned Premises.

Assignee is liable for and must bear all sales and use taxes, conveyance, transfer and recording fees and real estate transfer stamps or taxes, if any, imposes on any transfer of property pursuant to the Assignment and Conveyance. Assignee will also bear and discharge all ad valorem taxes assessable on the Assigned Premises after Effective Time; provided, however, that to the extent any such taxes may have been incurred prior to the Effective Time, Assignor has discharged its pro-rata share thereof.

This Assignment and Conveyance binds and inures to the benefit of the heirs, successors and assigns of the Parties.

IN WITNESS WHEREOF, this Assignment and Conveyance is executed this 8th day of April, 2011.

ATTEST:

R. Fred Hosey
R. Fred Hosey, Secretary

ASSIGNOR:

PETRO-HUNT L.L.C.

By: Bruce W. Hunt
Bruce W. Hunt, President

4135

ATTEST:

ASSIGNEE:

COLT UNCONVENTIONAL RESOURCES, LLC

By: Chris Ray

Title: Board Member

STATE OF TEXAS

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COUNTY OF DALLAS

This instrument was acknowledged before me on the 11th day of April, 2011, by Chuck Ray, Board Member of Colt Unconventional Resources, LLC, on behalf of said limited liability company.

Carolyn Collier Bradley
Notary Public, State of Texas

My Commission Expires: Sept 30, 2011



STATE OF TEXAS

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COUNTY OF DALLAS

This instrument was acknowledged before me on the 7th day of April, 2011, by Bruce W. Hunt, President of Petro-Hunt, L.L.C., on behalf of said limited liability company.

Helen P White
Notary Public, State of Texas

My Commission Expires: 02/29/2012



EXHIBIT "A"

Attached to and made a part of that certain Assignment and Conveyance dated effective April 11, 2011 by and between Petro-Hunt L.L.C. and Colt Unconventional Resources, LLC. Exhibit "A" being 6 pages total.

Lease No.	Sub	Lessor	Lessee	Legal	Lease Date	Recording Info.
68424-0008	001	Steve F. Armstrong and wife, Barbara R. Armstrong	Petro-Hunt, L.L.C.	Block 56, T-2, T&P Ry. Co. Survey Sec 25: All Reeves & Loving County, TX Limited to only the above described property	08/11/08	Reeves: Vol 806 Page 178 Loving: Vol 80 Page 101
68424-0009	001	Kevin Louis Roberson	Petro-Hunt, L.L.C.	Block C-21, Public School Land Survey Sec 2: All, containing 640 acres, more or less Sec 14: All, containing 640 acres, more or less Sec 16: All, containing 640 acres, more or less Limited to only the above described property	08/28/08	Reeves Vol 806 Page 189
68424-0009	002	Kimberly Roberson Reynolds	Petro-Hunt, L.L.C.	Block C-21, Public School Land Survey Sec 2: All, containing 640 acres, more or less Sec 14: All, containing 640 acres, more or less Sec 16: All, containing 640 acres, more or less Limited to only the above described property	08/28/08	Reeves Vol 806 Page 186
68424-0009	003	Tera Burkholder King	Petro-Hunt, L.L.C.	Block C-21, Public School Land Survey Sec 2: All, containing 640 acres, more or less Sec 14: All, containing 640 acres, more or less Sec 16: All, containing 640 acres, more or less Limited to only the above described property	08/28/08	Reeves Vol 806 Page 183
68424-0009	004	Tiffani Burkholder	Petro-Hunt, L.L.C.	Block C-21, Public School Land Survey Sec 2: All, containing 640 acres, more or less Sec 14: All, containing 640 acres, more or less Sec 16: All, containing 640 acres, more or less Limited to only the above described property	08/28/08	Reeves Vol 806 Page 180
68424-0009	006	Dela Minerals, Inc., by Gary N. Covington, President	Petro-Hunt, L.L.C.	Block C-21, Public School Land Survey Sec 2: All, containing 640 acres, more or less Sec 14: All, containing 640 acres, more or less Sec 16: All, containing 640 acres, more or less	12/17/08	Reeves Vol 816 Page 56
68424-0009	007	Douglas Earl Bell	Petro-Hunt, L.L.C.	Block C-21, Public School Land Survey Sec 2: All, containing 640 acres, more or less Sec 14: All, containing 640 acres, more or less Sec 16: All, containing 640 acres, more or less	8/31/10 effective 9/23/10	Reeves Vol 851 Page 222
68424-0012		Texas Pythian Home, Inc., by Barry Carter, Chairman of the Board	Petro-Hunt, L.L.C.	Block 55, T-3, T&P Ry. Co. Survey Sec 6: SW/4, containing 160.0 acres Block 57, T-3, T&P Ry. Co. Survey Sec 48: N/2, containing 320.0 acres	09/15/08	Reeves Vol 810 Page 263
68424-0013	001	Julian Wade Meeker & Lawrence Hill Meeker, as Co-Trustees under the Will of J.R. Meeker for the lifetime benefit of L.H. Meeker	Petro-Hunt, L.L.C.	Block C-21, Public School Land Survey Sec 5: S/3, containing 213.34 acres Sec 17: S/3, containing 213.34 acres Sec 18: All, containing 640.0 acres Limited to only the above described property	09/12/08	Reeves Vol 810 Page 259
68424-0013	002	AWP 1983 Trust, by Windl Grimes, Sole Trustee	Petro-Hunt, L.L.C.	Block C-21, Public School Land Survey Sec 5: S/3, containing 213.34 acres Sec 17: S/3, containing 213.34 acres Sec 18: All, containing 640.0 acres Limited to only the above described property	09/22/08	Reeves Vol 812 Page 74
68424-0013	003	Meeker Investments, Inc., by J.J. Meeker, Manager	Petro-Hunt, L.L.C.	Block C-21, Public School Land Survey Sec 5: S/3, containing 213.34 acres Sec 17: S/3, containing 213.34 acres Sec 18: All, containing 640.0 acres Limited to only the above described property	09/22/08	Reeves Vol 812 Page 70



EXHIBIT "A"

Attached to and made a part of that certain Assignment and Conveyance dated effective April 11, 2011 by and between Petro-Hunt L.L.C. and Colt Unconventional Resources, LLC. Exhibit "A" being 6 pages total.

Lease No.	Sub	Lessor	Lessee	Legal	Lease Date	Recording Info.
68424-0013	004	Charles R. Meeker Trust U/A, Bank of America, N.A., Trustee	Petro-Hunt, L.L.C.	Block C-21, Public School Land Survey Sec 5: S/3, containing 213.34 acres Sec 17: S/3, containing 213.34 acres Sec 18: All, containing 640.0 acres Limited to only the above described property	02/06/09	Reeves Vol 821 Page 427
68424-0015	002	Spindletop Exploration Company, Inc., by Joseph V. Hughes, Jr., as President	Petro-Hunt, L.L.C.	Block C-21, Public School Land Survey Sec 13: SW/4 Limited to only the above described property	10/01/08	Reeves Vol 812 Page 40
68424-0017		W.W. Oatman, et al	Petro-Hunt, L.L.C.	Block 54, T-5, T&P Ry. Co. Survey Sec 8: All	09/24/08	Reeves Vol 804 Page 382
68424-0018	001	Williamson Enterprises, a Nominee Partnership	Petro-Hunt, L.L.C.	Block 54, T-5, T&P Ry. Co. Survey Sec 4: E/2, W/2 of SW/4	11/11/08	Reeves Reeves Vol 812 Page 48
68424-0018	002	Tom E. Johnson, LP	Petro-Hunt, L.L.C.	Block 54, T-5, T&P Ry. Co. Survey Sec 4: E/2, W/2 of SW/4	11/17/08	Reeves Vol 812 Page 67
68424-0018	003	Robert F. Duke, Executor of the Estate of William Wayne Giff, Deceased	Petro-Hunt, L.L.C.	Block 54, T-5, T&P Ry. Co. Survey Sec 4: E/2, W/2 of SW/4	11/14/08	Reeves Vol 814 Page 204
68424-0018	004	Robert F. Duke and Judy A. Duke, Husband & Wife	Petro-Hunt, L.L.C.	Block 54, T-5, T&P Ry. Co. Survey Sec 4: E/2, W/2 of SW/4	11/14/08	Reeves Vol 814 Page 208
68424-0019	012	Gwendolyn B. Gelfemeyer	Petro-Hunt, L.L.C.	Block C-21, Public School Land Survey Sec 13: N/2 SE/4 containing 80.0 acres more or less Reeves County, Texas Limited to only the above described property	03/21/09	Reeves Vol 821 Page 236
68424-0019	013	Sharon B. St Clair	Petro-Hunt, L.L.C.	Block C-21, Public School Land Survey Sec 13: N/2 SE/4 containing 80.0 acres more or less Reeves County, Texas Limited to only the above described property	03/21/09	Reeves Vol 821 Page 245
68424-0028		John D. Camp	Petro-Hunt, L.L.C.	Block 56, T-2, T&P Ry. Co. Survey Sec 8: All Reeves and Loving County, TX	10/03/08	Reeves: Vol 813 Page 505 Loving: Vol 83 Page 352
68424-0029	001	Martin E. Auerbach, Trustee of The John C. Tatum III 1989 Trust and The Thomas Lewis Tatum 1990 Trust	Heck Exploration Company, Inc.	Block C-21, Public School Land Survey Sec 4: All	09/06/08	Reeves Vol 744 Page 314
68424-0029	002	Anne Lewis David, William H. Gibbons, Joan P. David, Lewis N. Gibbons, and Betty Gibbons	Heck Exploration Company, Inc.	Block C-21, Public School Land Survey Sec 4: All	05/31/06	Reeves Vol 739 Page 663
68424-0029	003	John S. Young, Jr.	Heck Exploration Company, Inc.	Block C-21, Public School Land Survey Sec 4: All	06/13/06	Reeves Vol 737 Page 387
68424-0029	004	Susan Levanas	Heck Exploration Company, Inc.	Block C-21, Public School Land Survey Sec 4: All	05/31/06	Reeves Vol 735 Page 784
68424-0029	005	Anne Young	Heck Exploration Company, Inc.	Block C-21, Public School Land Survey Sec 4: All	05/31/06	Reeves Vol 734 Page 514



EXHIBIT "A"

Attached to and made a part of that certain Assignment and Convenience dated effective April 11, 2011 by and between Petro-Hunt L.L.C. and Colt Unconventional Resources, LLC. Exhibit "A" being 6 pages total.

Lease No.	Sub	Lessor	Lessee	Legal	Lease Date	Recording Info.
68424-0029	007	Lee Daniel Newbury	Hack Exploration Company, Inc.	Block C-21, Public School Land Survey Sec 4: All	08/04/08	Reeves Vol 804 Page 52
68424-0029	008	Betty Newbury Turnbull	Hack Exploration Company, Inc.	Block C-21, Public School Land Survey Sec 4: All	08/29/08	Reeves Vol 804 Page 46
68424-0029	009	Willie Ann Lansing	Hack Exploration Company, Inc.	Block C-21, Public School Land Survey Sec 4: All	08/04/08	Reeves Vol 804 Page 43
68424-0029	010	Maynard L. Sowell	Petro-Hunt, L.L.C.	Block C-21, Public School Land Survey Sec 4: All	04/09/09	Reeves Vol 821 Page 201
68424-0029	011	Billie Sue McCray	Petro-Hunt, L.L.C.	Block C-21, Public School Land Survey Sec 4: All	04/09/09	Reeves Vol 821 Page 198
68424-0029	012	Bettys Jo Colburn Corley and Horace Aubrey Corley	Petro-Hunt, L.L.C.	Block C-21, Public School Land Survey Sec 4: All	05/04/09	Reeves Vol 821 Page 470
68424-0030	001	Collins Family Associates, LLC	Petro-Hunt, L.L.C.	Block 57, T-3, T&P Ry. Co. Survey Sec 28: S/2 Reeves County, TX	12/19/08	Reeves Vol 814 Page 619
68424-0030	002	J. Robert Baur, Jr.	Petro-Hunt, L.L.C.	Block 57, T-3, T&P Ry. Co. Survey Sec 28: S/2 Reeves County, TX	12/08/08	Reeves Vol 814 Page 611
68424-0030	003	William E. Russ	Petro-Hunt, L.L.C.	Block 57, T-3, T&P Ry. Co. Survey Sec 28: S/2 Reeves County, TX	12/08/08	Reeves Vol 814 Page 604
68424-0030	004	Richard C. Jenner	Petro-Hunt, L.L.C.	Block 57, T-3, T&P Ry. Co. Survey Sec 28: S/2 Reeves County, TX	12/08/08	Reeves Vol 814 Page 597
68424-0030	005	Neil Hause Kaufmann	Petro-Hunt, L.L.C.	Block 57, T-3, T&P Ry. Co. Survey Sec 28: S/2 Reeves County, TX	02/10/09	Reeves Vol 816 Page 668
68424-0030	006	Laura Nelson and Doris Nelson, Co-Executors of the Estate of Wilma W. Nelson, deceased.	Petro-Hunt, L.L.C.	Block 57, T-3, T&P Ry. Co. Survey Sec 28: S/2 Reeves County, TX	01/12/09	Reeves Vol 821 Page 412
68424-0031		H. L. Hawkins, Jr., Inc.	Petro-Hunt, L.L.C.	Block C-21, Public School Land Survey Sec 5: North 2/3, containing 426.67 acres, more or less Limited to only the above described property	12/18/08	Reeves Vol 814 Page 641
68424-0032	001	Tom E. Johnson, LP	Petro-Hunt, L.L.C.	Block C-21, Public School Land Survey Sec 1: E/2 of SE/4 of SE/4	01/05/09	Reeves Vol 816 Page 48
68424-0032	002	Blake Oil & Gas Corporation	Petro-Hunt, L.L.C.	Block C-21, Public School Land Survey Sec 1: E/2 of SE/4 of SE/4 Limited to only the above described property	11/11/08	Reeves Vol 816 Page 22
68424-0036	001	Blake Oil & Gas Corporation	Petro-Hunt, L.L.C.	Block 57, T-3, T&P Ry. Co. Survey Sec 44: 10 acres, being All of Lots 1 and 2 in Tract 12, as described in that certain Plat filed in Vol 1, Page 30 of the Plat Records of Reeves County, TX. Block 57, T-3, T&P Ry. Co. Survey Sec 44: 530.0 acres, being All of Lots 1 through 8 in each of Tracts 1 through 8, Lots 1 and 2 in Tract 9, Lots 1 and 2 in Tract 10, Lot 8 in Tract 11, Lots 3 through 7 in Tract 12, Lots 2 through 6 in Tract 13, Lots 1 through 3 in Tract 14, Lots 1 and 2 in Tract 15, and Lot 1 in Tract 16, as described in that certain Plat filed in Vol 1, Page 30 of the Plat Records of Reeves County, TX	11/11/08	Reeves Vol 816 Page 01



EXHIBIT "A"

Attached to and made a part of that certain Assignment and Conveyance dated effective April 11, 2011 by and between Petro-Hunt L.L.C. and Colt Unconventional Resources, LLC. Exhibit "A" being 6 pages total.

Lease No.	Sub	Lesser	Lessee	Legal	Lease Date	Recording Info.
68424-0038		Eugene Marcus Johnson	Petro-Hunt, L.L.C.	Block C-21, Public School Land Survey Sec 15: All of the middle 1/3rd of the East 3/7ths, containing 91.43 acres, more or less	02/16/09	Reeves Vol 816 Page 682
68424-0043	001	Collins Partners, LTD., a Texas Limited Partnership	Petro-Hunt, L.L.C.	Block 55, T-5, T&P Ry. Co. Survey Sec 14: N/2 of the NE/4 and the SW/4 of the NE/4	02/05/09	Reeves Vol 817 Page 689
68424-0043	002	Paul Davis, Ltd., a Texas Limited Partnership	Petro-Hunt, L.L.C.	Block 55, T-5, T&P Ry. Co. Survey Sec 14: N/2 of the NE/4 and the SW/4 of the NE/4	02/05/09	Reeves Vol 819 Page 819
68424-0043	003	Davis Partners, a Texas General Partnership	Petro-Hunt, L.L.C.	Block 55, T-5, T&P Ry. Co. Survey Sec 14: N/2 of the NE/4 and the SW/4 of the NE/4	02/05/09	Reeves Vol 819 Page 811
68424-0043	004	Donald G. Haden and Dorothy T. Haden	Petro-Hunt, L.L.C.	Block 55, T-5, T&P Ry. Co. Survey Sec 14: N/2 of the NE/4 and the SW/4 of the NE/4	02/05/09	Reeves Vol 819 Page 815
68424-0045	001	Allan L. Newsom, individually and as A/I/F for Eva Powell Linn, John Jay Doles, Vance Wayne Farrell, James Martin Farrell, and Donna K. Moore	Petro-Hunt, L.L.C.	Block C-21, Public School Land Survey Sec 12: All	02/08/09	Reeves Vol 817 Page 696
68424-0045	002	Karen D. Funk	Petro-Hunt, L.L.C.	Block C-21, Public School Land Survey Sec 12: All	05/25/10	Reeves Vol 859 Page 76
68424-0046	001	Cheesman Family Oil and Gas Venture, by Dale C. Cheesman, III, Manager.	Petro-Hunt, L.L.C.	Block C-21, Public School Land Survey Sec 13: NE/4, being 160.0 acres more or less Sec 19: All, being 239.0 acres more or less Block 56, T-3, T&P Ry. Co. Survey Sec 28: NW/4, being 160.0 acres more or less	10/15/08	Reeves Vol 817 Page 707
68424-0046	002	John Mason Carter	Petro-Hunt, L.L.C.	Block C-21, Public School Land Survey Sec 13: NE/4, being 160.0 acres more or less Sec 19: All, being 239.0 acres more or less Block 56, T-3, T&P Ry. Co. Survey Sec 28: NW/4, being 160.0 acres more or less	03/13/09	Reeves Vol 821 Page 193
68424-0046	003	Catherine Carter Malone	Petro-Hunt, L.L.C.	Block C-21, Public School Land Survey Sec 13: NE/4, being 160.0 acres more or less Sec 19: All, being 239.0 acres more or less Block 56, T-3, T&P Ry. Co. Survey Sec 28: NW/4, being 160.0 acres more or less	03/13/09	Reeves Vol 821 Page 188
68424-0047		John Ward Williams, Individually; The Maynette Moffett Williams Estate Trust, by John Ward Williams, Trustee; and The Herbert Edward Williams Estate Trust, by John Ward Williams, Trustee.	Petro-Hunt, L.L.C.	Block 54, T-5, T&P Ry. Co. Survey Sec 4: NW/4	01/21/09	Reeves Vol 819 Page 801
68424-0052	001	312 Corporation Inc	Petro-Hunt, L.L.C.	Block 6, H&GN Ry. Co. Survey Sec 6: South 480 0 acres being the same lands more fully described in that certain patent filed in Vol 5, Page 565 of the patent records of Reeves Co., TX containing 480 0 acres more or less Block 6 H&GN Ry. Co. Survey Sec 7: containing 637.27 acres more or less	03/15/09	Reeves Vol 821 Page 154



EXHIBIT "A"

Attached to and made a part of that certain Assignment and Conveyance dated effective April 11, 2011 by and between Petro-Hunt L.L.C. and Colt Unconventional Resources, LLC. Exhibit "A" being 6 pages total.

Lease No.	Sub	Lessor	Lessee	Legal	Lease Date	Recording Info.
68424-0052	002	Jean Burkholder Family Limited Partnership, by Billie Jean Burkholder, General Partner	Petro-Hunt, L.L.C.	Block 6, H&GN Ry. Co. Survey Sec 7: containing 637.27 acres more or less.	03/24/09	Reeves Vol 821 Page 166
68424-0052	003	Blake Oil & Gas Corporation	Petro-Hunt, L.L.C.	Block 6, H&GN Ry. Co. Survey Sec 6: 290.166 acre tract, being the same lands more fully described in that certain Mineral Deed filed in Vol 438, Page 734 of the Deed Records of Reeves Co., TX containing 290.166 acres more or less. Block 6, H&GN Ry. Co. Survey Sec 6: South 480.0 acres being the same lands more fully described in that certain patent filed in Vol 5, Page 565 of the patent records of Reeves Co., TX containing 480.0 acres more or less. Block 6, H&GN Ry. Co. Survey Sec 7: containing 637.27 acres more or less. Block C-21, Public School Land Survey Sec 13: E/2 NW/4 containing 80.0 acres more or less Limited to only the above described 4 properties Block 6, H&GN Ry. Co. Survey Sec 9: All, L&E an 80.0 acre proration unit surrounding the Beckham 9-1, and being more fully described in that certain Oil and Gas Lease filed in Vol 487, Page 638 of the Deed Records of Reeves Co., TX, containing 559.0 acres more or less Sec 9: An 80.0 acre proration unit surrounding the Beckham 9-1, and being more fully described in that certain Oil and Gas Lease filed in Vol 487, Page 638 of the Deed Records of Reeves Co., TX, containing 80.0 acres more or less Below 7,000 ft only Limited to only the above described property	03/15/09	Reeves Vol 821 Page 473
68424-0060		Blake Oil & Gas Corporation	Petro-Hunt, L.L.C.	Block 57, T-2, T&P Ry. Co. Survey Sec 20: SE/4 NW/4 NW/4; W/2 NE/4 SW/4 containing 30.0 acres more or less	03/15/09	Reeves Vol 821 Page 88
68424-0068		Billy Bob and Georgia R. Stewart	Petro-Hunt, L.L.C.	Block 56, T-3, T&P Ry. Co. Survey Sec 28: SW/4 SW/4 containing 40.0 acres more or less	04/20/09	Reeves Vol 823 Page 61
68424-0067	001	Preston J. and Janice E. Tillery	Petro-Hunt, L.L.C.	All of the D. A. Gathings Survey 1, Block 6, Scrap File Number 7395, being fully described in that certain Patent recorded in Volume 6, Page 88 of the Patent Records of Reeves County, Texas.	05/07/09	Reeves Vol 823 Page 77
68424-0067	002	Christine A. Thomson	Petro-Hunt, L.L.C.	All of the D. A. Gathings Survey 1, Block 6, Scrap File Number 7395, being fully described in that certain Patent recorded in Volume 6, Page 88 of the Patent Records of Reeves County, Texas.	05/07/09	Reeves Vol 823 Page 82
68424-0068	001	Martha Corley and W. Newton Barnes	Petro-Hunt, L.L.C.	Block C-21, Public School Land Survey Sec 11: NE/4 containing 160.0 acres more or less	05/04/09	Reeves Vol 823 Page 87
68424-0070	001	Barbara H. Prewitt	Petro-Hunt, L.L.C.	Block C-21, Public School Land Survey Sec 14: All, containing 640 acres, more or less Sec 16: All, containing 640 acres, more or less	12/28/2009 effective 01/01/2010	Reeves Vol 841 Page 53



EXHIBIT "A"

Attached to and made a part of that certain Assignment and Conveyance dated effective April 11, 2011 by and between Petro-Hunt L.L.C. and Colt Unconventional Resources, LLC. Exhibit "A" being 6 pages total.

Lease No.	Sub	Lessor	Lessee	Legal	Lease Date	Recording Info.
68424-0070	002	Johnnie Marie Powell Ashley	Petro-Hunt, L.L.C.	Block C-21, Public School Land Survey Sec 14: All, containing 640 acres, more or less Sec 16: All, containing 640 acres, more or less	12/28/2009 effective 01/01/2010	Reeves Vol 841 Page 42
68424-0070	003	Eleanor Elizabeth Powell	Petro-Hunt, L.L.C.	Block C-21, Public School Land Survey Sec 14: All, containing 640 acres, more or less Sec 16: All, containing 640 acres, more or less	12/28/2009 effective 01/01/2010	Reeves Vol 841 Page 31
68424-0070	004	Mica Dawn Powell	Petro-Hunt, L.L.C.	Block C-21, Public School Land Survey Sec 14: All, containing 640 acres, more or less Sec 16: All, containing 640 acres, more or less	12/28/2009 effective 01/01/2010	Reeves Vol 841 Page 20
68424-0071	001	Barbara H. Prewitt	Petro-Hunt, L.L.C.	Block C-21, Public School Land Survey Sec 2: All, containing 640 acres, more or less	12/28/2009 effective 01/01/2010	Reeves Vol 841 Page 47
68424-0071	002	Johnnie Marie Powell Ashley	Petro-Hunt, L.L.C.	Block C-21, Public School Land Survey Sec 2: All, containing 640 acres, more or less	12/28/2009 effective 01/01/2010	Reeves Vol 841 Page 36
68424-0071	003	Eleanor Elizabeth Powell	Petro-Hunt, L.L.C.	Block C-21, Public School Land Survey Sec 2: All, containing 640 acres, more or less	12/28/2009 effective 01/01/2010	Reeves Vol 841 Page 25
68424-0071	004	Mica Dawn Powell	Petro-Hunt, L.L.C.	Block C-21, Public School Land Survey Sec 2: All, containing 640 acres, more or less	12/28/2009 effective 01/01/2010	Reeves Vol 841 Page 14



Certificate of Record

51.00

Recording Fee

Certified Copy Fee

51.00

Total Paid

Encl

003704

2011

Return to:

RASULUTE Natural Resources
1675 Broadway Ste 1950
Denver Co 80202

COMPARED

0.0812

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.

THE STATE OF TEXAS, }
COUNTY OF REEVES. }

I, hereby certify that this instrument with its certificates of authenticity was FILED on the
date and at the time stamped hereon and was duly RECORDED in the OFFICIAL PUBLIC
RECORDS of Real Property of Reeves County, Texas, as indicated.

OPR VOL. 883 PAGE 686 DATE RECORDED 06/14/2011



DIANNE FLOREZ, COUNTY CLERK
REEVES COUNTY, TEXAS

By: Antonia Salinas Deputy

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ASSIGNMENT AND BILL OF SALE OF LEASEHOLD RIGHTS

STATE OF TEXAS)
)
COUNTY OF REEVES)

KNOW ALL MEN BY THESE PRESENTS that **COLT UNCONVENTIONAL RESOURCES, LLC**, a Texas limited liability company, whose address is 2101 Cedar Springs Road, Suite 1230, Dallas, TX 75201, hereinafter referred to as "Assignor" for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, effective as of the dates indicated on the attached Exhibit "A" under the heading Effective Date of Assignment, has granted, sold, conveyed and delivered and does hereby grant, sell, convey and deliver unto **RESOLUTE NATURAL RESOURCES SOUTHWEST, LLC**, a Delaware limited liability company, whose address is 1675 Broadway, Suite 1950, Denver, CO 80202, hereinafter referred to as "Assignee", all of Assignor's right title and interests in the following properties (real, personal or mixed) and rights (contractual or otherwise) unless expressly reserved or excluded herein, the following being referred to herein collectively as the "**Leasehold Rights**":

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- (a) The oil and gas leases described on Exhibit "A" and the lands described on Exhibit "A-1" attached hereto, limited to (a) the lands described under the heading Legal and (b) the depths described under the heading Depths Assigned on Exhibit "A" and, in the case of the Boucher 2 #2 well, as further described by metes and bounds on Exhibit "A-1" attached hereto, (the "Leases");
- (b) The rights and interests in, to and under, or derived from, all of the presently existing and valid unitization and pooling agreements and units (including all units formed by voluntary agreement and those formed under the rules, regulations, orders or other official acts of any governmental entity having jurisdiction) to the extent they relate to any of the Leases;
- (c) The right and interests to and under, or derived from, all of the presently existing and valid joint operating agreements, oil sales contracts, casinghead gas sales contracts, gas sales contracts, processing contracts, gathering contracts, transportation contracts, easements, rights-of-way, servitudes, surface leases and other contracts to the extent the same are used or obtained in connection with any of the Leases;
- (d) The rights and interests in and to all personal property and improvements, including without limitation, tanks, buildings, fixtures, machinery, equipment, pipelines, utility lines, power lines, telephone lines, roads and other appurtenances, to the extent the same are situated upon and/or used or held for use by Assignor and/or Assignee in connection with the ownership, operation, maintenance and repair of the Leases; and
- (e) The rights and interests in and to all personal property and improvements, including without limitation, tanks, buildings, fixtures, machinery, equipment, pipelines, utility lines, power lines, telephone lines, roads and other appurtenances, to the extent the same are situated upon and/or used or held for use by Assignor and/or Assignee in connection with the ownership, operation, maintenance and repair of the following wells located in Reeves County, Texas:

The State Outman Number 5: located at Section 8, Township 5, Block 54,
2,140 FNL and 2,140 FEL; and
The Newbury Number 2: located at Section 4, Block C 21,
500' FNL & 2140' FEL; and
The Boucher 2 Number 2: located at Section 2, Block C-21,
500' FNL & 500' FWL; and

(f) The rights and interests in all permits and licenses of any nature owned, held or operated in connection with operations for the exploration and production of oil, gas, or other minerals to the extent the same are used or obtained in connection with any of the Leases;

TO HAVE AND TO HOLD the Leasehold Rights, together with all and singular the rights and appurtenances thereunto in anywise belonging, unto Assignee, its successors and assigns, forever, subject to the following terms and conditions:

1. Special Warranty of Title: Assignor represents and warrants the Leasehold Rights are free and clear of all liens, encumbrances, security interests or other adverse claims arising by, through or under Assignor, but not otherwise. Assignor shall warrant and defend the title to the Leasehold Rights conveyed to Assignee against every person whomsoever lawfully claims the Leasehold Rights or any part thereof by, through and under Assignor, but not otherwise.

2. Successors and Assigns: The terms, covenants and conditions contained in this Assignment shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns, and such terms, covenants and conditions shall be covenants running with the land and with each subsequent transfer or assignment of the Leasehold Rights, or any part thereof.

3. Joint Operating Agreement: This Assignment is made in accordance with and is subject to the terms of that certain Joint Operating Agreement dated April 29, 2011 by and between Assignor and Assignee ("JOA"), however, Assignee shall take title to the property hereby assigned free and clear of the terms of the JOA from the Effective Date of Assignment as provided in the attached Exhibit "A" and Exhibit "A-1" and after.

4. Reservation: Save and except for the Leasehold Rights herein above expressly assigned, all rights, title, and interests of Assignor in, to and under the oil and gas leases described on Exhibit "A" and all lands and depths covered thereby expressly are retained by and reserved unto Assignor and not herein assigned to Assignee.

5. Further Assurances: Assignor and Assignee agree to take all such further actions and to execute, acknowledge and deliver all such documents that are necessary or useful in carrying out the purpose of this Assignment.

6. Counterparts: This Assignment is being executed in multiple counterparts, each of which shall for all purposes be deemed to be an original and all of which shall constitute one instrument.

ASSIGNOR:

COLT UNCONVENTIONAL RESOURCES, LLC

By: Chris May
Name: Chris May
Title: Vice President
Dated: 1-24-13

ASSIGNEE:

RESOLUTE NATURAL RESOURCES SOUTHWEST, LLC

By: Bill Alleman
Name: Bill Alleman
Title: Vice President-Land
Dated: 1-23-13

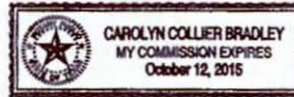
STATE OF TEXAS)
)
COUNTY OF DALLAS)

The foregoing instrument was acknowledged before me this 24th day of January, 2013, by Chuck Ray, as President of COLT UNCONVENTIONAL RESOURCES, LLC.

Witness my hand and seal.

My Commission Expires: 10/12/15

Carolyn Collier Bradley
Notary Public



STATE OF COLORADO)
)
COUNTY OF DENVER)

The foregoing instrument was acknowledged before me this 23rd day of JANUARY, 2013, by BILL ALLEMAN, as Vice President-Land of RESOLUTE NATURAL RESOURCES SOUTHWEST, LLC.

Witness my hand and seal.

My Commission Expires: 04.30.15

Erin K Pettigrew
Notary Public



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EXHIBIT "A"

Attached to and made a part of that certain Assignment and Bill Of Sale of Leasehold Rights Between Colt Unconventional Resources, LLC as Assignor, and Resolute Natural Resources Southwest, LLC as Assignee dated January 23, 2013 but made effective as herein provided.

<u>Lessor</u>	<u>Legal</u>	<u>County</u>	<u>State</u>	<u>Lease Date</u>	<u>Recording Info</u>	<u>Effective Date of Assignment</u>	<u>Depths Assigned</u>
Kevin Louis Roberson	Spacing Unit for the Boucher 2 #2 well, Permit #744483 Block C-21, Public School Land Survey Sec 2 - more fully described on the attached Exhibit A-1, comprising 160 acres, more or less - MF-114154	Reeves	TX	8/28/2008	Vol 806 Page 189	11/25/2012	Surface to Base of the Wolfcamp Formation
Kimberly Roberson Reynolds	Spacing Unit for the Boucher 2 #2 well, Permit #744483 Block C-21, Public School Land Survey Sec 2 - more fully described on the attached Exhibit A-1, comprising 160 acres, more or less - MF-114154	Reeves	TX	8/28/2008	Vol 806 Page 186	11/25/2012	Surface to Base of the Wolfcamp Formation
Tera Burkholder King	Spacing Unit for the Boucher 2 #2 well, Permit #744483 Block C-21, Public School Land Survey Sec 2 - more fully described on the attached Exhibit A-1, comprising 160 acres, more or less - MF-114154	Reeves	TX	8/28/2008	Vol 806 Page 183	11/25/2012	Surface to Base of the Wolfcamp Formation
Tiffani Burkholder	Spacing Unit for the Boucher 2 #2 well, Permit #744483 Block C-21, Public School Land Survey Sec 2 - more fully described on the attached Exhibit A-1, comprising 160 acres, more or less - MF-114154	Reeves	TX	8/28/2008	Vol 806 Page 180	11/25/2012	Surface to Base of the Wolfcamp Formation
Dela Minerals, Inc., by Gary N. Covington, President	Spacing Unit for the Boucher 2 #2 well, Permit #744483 Block C-21, Public School Land Survey Sec 2 - more fully described on the attached Exhibit A-1, comprising 160 acres, more or less - MF-114154	Reeves	TX	12/17/2008	Vol 816 Page 56	11/25/2012	Surface to Base of the Wolfcamp Formation
Douglas Earl Bell	Spacing Unit for the Boucher 2 #2 well, Permit #744483 Block C-21, Public School Land Survey Sec 2 - more fully described on the attached Exhibit A-1, comprising 160 acres, more or less - MF-114154	Reeves	TX	9/23/2010	Vol 851 Page 222	11/25/2012	Surface to Base of the Wolfcamp Formation
Johnnie Marie Powell Ashley	Spacing Unit for the Boucher 2 #2 well, Permit #744483 Block C-21, Public School Land Survey Sec 2 - more fully described on the attached Exhibit A-1, comprising 160 acres, more or less - MF-114154	Reeves	TX	12/28/2009 effective 1/01/2010	Vol 841 Page 36	11/25/2012	Surface to Base of the Wolfcamp Formation
Eleanor Elizabeth Powell	Spacing Unit for the Boucher 2 #2 well, Permit #744483 Block C-21, Public School Land Survey Sec 2 - more fully described on the attached Exhibit A-1, comprising 160 acres, more or less - MF-114154	Reeves	TX	12/28/2009 effective 1/01/2010	Vol 841 Page 25	11/25/2012	Surface to Base of the Wolfcamp Formation

EXHIBIT "A"

Attached to and made a part of that certain Assignment and Bill Of Sale of Leasehold Rights Between Colt Unconventional Resources, LLC as Assignor, and Resolute Natural Resources Southwest, LLC as Assignee dated January 23, 2013 but made effective as herein provided.

<u>Lessor</u>	<u>Legal</u>	<u>County</u>	<u>State</u>	<u>Lease Date</u>	<u>Recording Info</u>	<u>Effective Date of Assignment</u>	<u>Depth Assigned</u>
Mich Dawn Powell	Spacing Unit for the Boucher 2 #2 well, Permit #744483 Block C-21, Public School Land Survey Sec 2 - more fully described on the attached Exhibit A-1, comprising 160 acres, more or less - MF-114154	Reeves	TX	12/28/2009 effective 1/01/2010	Vol 841 Page 14	11/25/2012	Surface to Base of the Wolfcamp Formation
Barbara H. Prewitt	Spacing Unit for the Boucher 2 #2 well, Permit #744483 Block C-21, Public School Land Survey Sec 2 - more fully described on the attached Exhibit A-1, comprising 160 acres, more or less - MF-114154	Reeves	TX	12/28/2009 effective 1/01/2010	Vol 841 Page 47	11/25/2012	Surface to Base of the Wolfcamp Formation
W.W. Ostman, et al	Spacing Unit for the State Ostman 5 well, Permit #726120 Block 54, T-5, T&P Ry. Co. Survey Sec 8: NE/4 - MF-109915 comprised of 160.00 acres more or less	Reeves	TX	9/24/2008	Vol 804 Page 382	10/10/2012	Surface to Base of the Wolfcamp Formation
Martin E. Auerbach, Trustee of The John C. Tatum III 1989 Trust and The Thomas Lewis Tatum 1990 Trust	Spacing Unit for the Newbury 2 well, Permit #719468 Block C-21, Public School Land Survey Sec 4: SW/4 comprising 160.00 acres more or less	Reeves	TX	9/6/2006	Vol 744 Page 314	11/16/2012	Surface to Base of the Wolfcamp Formation
Anne Lewis David, William H. Gibbons, Joan P. David, Lewis N. Gibbons, and Betty Gibbons	Spacing Unit for the Newbury 2 well, Permit #719468 Block C-21, Public School Land Survey Sec 4: SW/4 comprising 160.00 acres more or less	Reeves	TX	5/31/2006	Vol 739 Page 663	11/16/2012	Surface to Base of the Wolfcamp Formation
John S. Young, Jr.	Spacing Unit for the Newbury 2 well, Permit #719468 Block C-21, Public School Land Survey Sec 4: SW/4 comprising 160.00 acres more or less	Reeves	TX	6/13/2006	Vol 737 Page 387	11/16/2012	Surface to Base of the Wolfcamp Formation
Susan Levanas	Spacing Unit for the Newbury 2 well, Permit #719468 Block C-21, Public School Land Survey Sec 4: SW/4 comprising 160.00 acres more or less	Reeves	TX	5/31/2006	Vol 735 Page 784	11/16/2012	Surface to Base of the Wolfcamp Formation
Anne Young	Spacing Unit for the Newbury 2 well, Permit #719468 Block C-21, Public School Land Survey Sec 4: SW/4 comprising 160.00 acres more or less	Reeves	TX	5/31/2006	Vol 734 Page 514	11/16/2012	Surface to Base of the Wolfcamp Formation

EXHIBIT "A"

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<u>Lessor</u>	<u>Legal</u>	<u>County</u>	<u>State</u>	<u>Lease Date</u>	<u>Recording Info</u>	<u>Effective Date of Assignment</u>	<u>Depth Assigned</u>
Lee Daniel Newbury	Spacing Unit for the Newbury 2 well, Permit #719468 Block C-21, Public School Land Survey Sec 4: SW/4 comprising 160.00 acres more or less	Reeves	TX	8/4/2008	Vol 804 Page 52	11/16/2012	Surface to Base of the Wolfcamp Formation
Betty Newbury Turnbull	Spacing Unit for the Newbury 2 well, Permit #719468 Block C-21, Public School Land Survey Sec 4: SW/4 comprising 160.00 acres more or less	Reeves	TX	8/29/2008	Vol 804 Page 46	11/16/2012	Surface to Base of the Wolfcamp Formation
Willie Ann Lansing	Spacing Unit for the Newbury 2 well, Permit #719468 Block C-21, Public School Land Survey Sec 4: SW/4 comprising 160.00 acres more or less	Reeves	TX	8/4/2008	Vol 804 Page 43	11/16/2012	Surface to Base of the Wolfcamp Formation
Maynard L. Sowell	Spacing Unit for the Newbury 2 well, Permit #719468 Block C-21, Public School Land Survey Sec 4: SW/4 comprising 160.00 acres more or less	Reeves	TX	4/9/2009	Vol 821 Page 201	11/16/2012	Surface to Base of the Wolfcamp Formation
Billie Sue McCray	Spacing Unit for the Newbury 2 well, Permit #719468 Block C-21, Public School Land Survey Sec 4: SW/4 comprising 160.00 acres more or less	Reeves	TX	4/9/2009	Vol 821 Page 198	11/16/2012	Surface to Base of the Wolfcamp Formation
Betty Jo Collum Corley and Horace Aubrey Corley	Spacing Unit for the Newbury 2 well, Permit #719468 Block C-21, Public School Land Survey Sec 4: SW/4 comprising 160.00 acres more or less	Reeves	TX	5/11/2009	Vol 821 Page 470	11/16/2012	Surface to Base of the Wolfcamp Formation
Lee Usnick	Spacing Unit for the Newbury 2 well, Permit #719468 Block C-21, Public School Land Survey Sec 4: SW/4 comprising 160.00 acres more or less	Reeves	TX	5/13/2011	Vol 885 Page 729	11/16/2012	Surface to Base of the Wolfcamp Formation
Bryan Jordan	Spacing Unit for the Newbury 2 well, Permit #719468 Block C-21, Public School Land Survey Sec 4: SW/4 comprising 160.00 acres more or less	Reeves	TX	5/13/2011	Vol 885 Page 733	11/16/2012	Surface to Base of the Wolfcamp Formation

EXHIBIT "A"

Attached to and made a part of that certain Assignment and Bill Of Sale of Leasehold Rights Between Colt Unconventional Resources, LLC as Assignor, and Resolute Natural Resources Southwest, LLC as Assignee dated January 23, 2013 but made effective as herein provided.

<u>Lessor</u>	<u>Legal</u>	<u>County</u>	<u>State</u>	<u>Lease Date</u>	<u>Recording Info</u>	<u>Effective Date of Assignment</u>	<u>Depth Assigned</u>
Thomas Buckley	Spacing Unit for the Newbury 2 well, Permit #719468 Block C-21, Public School Land Survey Sec 4: SW/4 comprising 160.00 acres more or less	Reeves	TX	6/1/2011	Vol 885 Page 739	11/16/2012	Surface to Base of the Wolfcamp Formation
James J Buckley	Spacing Unit for the Newbury 2 well, Permit #719468 Block C-21, Public School Land Survey Sec 4: SW/4 comprising 160.00 acres more or less	Reeves	TX	6/1/2011	Vol 885 Page 739	11/16/2012	Surface to Base of the Wolfcamp Formation
Christine C Buckley	Spacing Unit for the Newbury 2 well, Permit #719468 Block C-21, Public School Land Survey Sec 4: SW/4 comprising 160.00 acres more or less	Reeves	TX	6/1/2011	Vol 885 Page 739	11/16/2012	Surface to Base of the Wolfcamp Formation
Norma Williams Trust Agmt	Spacing Unit for the Newbury 2 well, Permit #719468 Block C-21, Public School Land Survey Sec 4: SW/4 comprising 160.00 acres more or less	Reeves	TX	8/15/2011	Vol 885 Page 799	11/16/2012	Surface to Base of the Wolfcamp Formation
Martin Curran	Spacing Unit for the Newbury 2 well, Permit #719468 Block C-21, Public School Land Survey Sec 4: SW/4 comprising 160.00 acres more or less	Reeves	TX	5/20/2011	Vol 928 Page 699	11/16/2012	Surface to Base of the Wolfcamp Formation
Eric Rodney Nunley Management Trust	Spacing Unit for the Newbury 2 well, Permit #719468 Block C-21, Public School Land Survey Sec 4: SW/4 comprising 160.00 acres more or less	Reeves	TX	5/15/2011	Vol 942 Page 692	11/16/2012	Surface to Base of the Wolfcamp Formation
Rebecca Butler, Ind & Exec James Maurice Butler	Spacing Unit for the Newbury 2 well, Permit #719468 Block C-21, Public School Land Survey Sec 4: SW/4 comprising 160.00 acres more or less	Reeves	TX	4-0678	Vol 945 Page 603	11/16/2012	Surface to Base of the Wolfcamp Formation

Exhibit "A-1"

Attached to and made a part of that certain Assignment and Bill Of Sale of Leasehold Rights Between Colt Unconventional Resources, LLC as Assignor, and Resolute Natural Resources Southwest, LLC as Assignee dated January 23, 2013 but made effective as herein provided.

Boucher No. 02-02

METES AND BOUNDS DESCRIPTION of a 160.00 Acre Tract of land located in Section 2, (GLO File Number 149597), Block C-21, Public School Land Survey, Reeves County, Texas.

COMMENCING at a 4 inch iron pipe in scattered stone mound (X=1215908.4 & Y=10581031.8), the northeast corner of Section 2, Block C-21, P.S.L. Survey;

THENCE, along the north line of Section 2, Block C-21, Public School Land Survey and south line of Section 39, Block 56, Township 3, T. & P. RR. Co. Survey, N 88°26'24" W a distance of 3909.0 feet to a point, the northeast corner and the POINT OF BEGINNING of this tract;

THENCE, along the north line of said Section 2 and said Section 39, N 88°26'24" W at a distance of 1374.7 feet pass the southwest corner of Section 39 and the southeast corner of Section 38, Block 56, Township 3, T. & P. RR. Co. Survey, continuing along the north line of Section 2 and the south line of Section 38 a total distance of 1990.6 feet to a point for the northwest corner of Section 2 and the northwest corner of this tract;

THENCE S 01°38'55" W, along the west line of Section 2 and the east line of Section 3, Block C-21, Public School Land Survey, a distance of 3180.2 feet to a point for the southwest corner of Section 2 and the southeast corner of Section 3 and the southwest corner of this tract;

THENCE, along the south line of Section 2 and the north line of Section 1, Block C-21, Public School Land Survey, S 88°22'25" E a distance of 2390.7 feet to the south most east corner of this tract;

THENCE N 01°38'55" E a distance of 1591.5 feet to the north most east corner of this tract;

THENCE N 88°24'25" W a distance 400.1 feet to an interior corner of this tract;

THENCE N 01°38'55" E a distance of 1591.3 feet to the POINT OF BEGINNING.

BASIS OF BEARINGS is the Texas State Plane Coordinate System Central Zone NAD 83.
All distances shown are surface values.

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Inst No. 13-01778
DIANNE O. FLOREZ
COUNTY CLERK
2013 Mar 13 at 10:53 AM
REEVES COUNTY, TEXAS
By: AC Aurora Calancha, DEPUTY



File No. 114155

Assignment

Date Filed: 05/02/14

Jerry E. Patterson, Commissioner

By 

DO NOT DESTROY



Texas General Land Office
UNIT AGREEMENT MEMO

UPA148160

Unit Number 6833
Operator Name Resolute Natural Resources Company, LLC Effective Date 06/03/2014
Customer ID C000051892 Unitized For Oil And Gas
Unit Name Great Divide Unit Unit Term
County 1 Reeves RRC District 1 08 Old Unit Number Inactive Status Date
County 2 RRC District 2
County 3 RRC District 3
County 4 RRC District 4
Unit type Permanent
State Net Revenue Interest 0.03389850
State Part in Unit 0.54237546
Unit Depth Specified Depths Well
From Depth 0 Surface Formation Wolfcamp
To Depth 10900 100 feet below the deepest depth drilled TVD Participation Basis Surface Acreage

If Exclusions Apply: See Remarks

Lease Number	Tract No	Lease Acres in Unit	Total Unit Acres	Tract Participation	Lease Royalty	Tract Royalty Participation	Royalty Rate Reduction Clause
MF114155	1	204.710000	524.950000	0.389961	0.06250000	0.024373	No
MF116539	2	80.010000	524.950000	0.152415	0.06250000	0.009526	No

API Number

389-34250✓

Remarks:

Prepared By:

REU

Prepared Date:

6/3/14

GLO Base Updated By:

REU

GLO Base Date:

6/3/14

RAM Approval By:

VDD

RAM Approval Date:

6/9/14

GIS By:

MC

GIS Date:

6-30-14

Well Inventory By:

MB

WI Date:

6/3/14

Pooling Committee Report

To: School Land Board

UPA148160

Date of Board Meeting: 06/03/2014

Unit Number: 6833

Effective Date: 06/03/2014

Unit Expiration Date:

Applicant: Resolute Natural Resources Southwest, LLC

Attorney Rep:

Operator: Resolute Natural Resources Southwest, LLC

Unit Name: Great Divide Unit

Field Name: Phantom (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>
FR	MF114155	0.06250000	09/23/2013	3 years	640.000000	204.710000	0.02437256
FR	MF116539	0.06250000			80.000000	80.010000	0.00952591

Private Acres:	240.230000
State Acres:	284.720000
Total Unit Acres:	524.950000

<u>Participation Basis:</u>	Surface Acreage
Surface Acreage	
<u>State Acreage:</u>	54.24%
<u>State Net Revenue Interest:</u>	3.39%

Unit Type: Unitized for:

Permanent Oil And
Gas

Term:

RRC Rules: Spacing Acres:

Yes 704 acres for a 8254 foot lateral

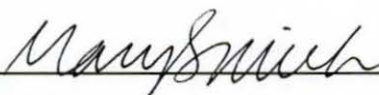
Working File Number: UPA148160

REMARKS:

- Resolute Natural Resources Southwest, LLC is requesting School Land Board ratification of the 524.95 acre Great Divide Unit which includes a 204.71 acre Free Royalty tract and a 80.01 acre Free Royalty tract.
- The applicant plans to spud the unit well on July 1, 2014, with a proposed TD of 10,800 feet TVD. A 8,254 foot lateral is expected to be drilled.
- With Board ratification of the unit, the State's unit royalty participation will be 3.39%.
- The State will participate on a unitized basis from the date of first production.

POOLING COMMITTEE RECOMMENDATION:

The Pooling Committee recommends Board ratification of the Great Divide Unit under the above-stated provisions.



Mary Smith - Office of the Attorney General

5/21/14

Date



Robert Hatter - General Land Office

5/21/14

Date



David Zimmerman - Office of the Governor

5/21/14

Date

T&P RR CO
A-3035

T&P RR CO
A-922

PSL
A-5470

14

MF114155

PSL
A-2256

PSL
A-5745

15

PSL
A-5640
MF116539

13

PSL
A-4025

PSL
A-5744

13

PSL
A-4154

PSL
A-5447

PSL
A-3945

PSL
A-5187

PSL
A-4245

PSL
A-STATE

PBHL

PSL
A-4600

4

PSL
A-4599

CULBERSON
COUNTY

REEVES
COUNTY

Unit #6833
Resolute Natural Resources
Great Divide Unit
Phantom (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
IS/BAS/GIS
May 2014

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.

**POOLING AGREEMENT
FOR HORIZONTAL WELLS
GREAT DIVIDE HORIZONTAL UNIT**

REEVES COUNTY, TEXAS

Reference is made to those certain oil, gas and mineral leases, and any amendments thereto, described in Exhibit A, attached hereto and made a part hereof ("Leases"). The undersigned parties ("Interest Owners") are the owners of all or a portion of the interest of the Lessor in the Leases, or of a non-participating royalty interest or overriding royalty interest or working interest in and under one or more of the Leases. Resolute Natural Resources Southwest, LLC ("RNR") is the owner of all or a portion of the interest as the Lessee or Assignee of the Leases.

The Interest Owners are seeking to encourage further development of the Leases through the drilling of horizontal wells to prevent the drilling of unnecessary wells and to increase the ultimate recovery of hydrocarbons from the Leases. RNR has requested, and the Interest Owners have agreed to grant, authority to pool the Leases insofar as they cover the lands described in Exhibit B, attached hereto and made a part hereof and as further depicted on Exhibit C, attached hereto and made a part hereof, ("Unit Lands") for the purposes of drilling horizontal wells as set forth in this Pooling Agreement for Horizontal Wells Great Divide Horizontal Unit ("Agreement"). As used in this Agreement, a "horizontal well" shall have the same meaning as "horizontal drainhole well" as currently defined by Texas Railroad Commission ("TRRC"), which is any well with one or more horizontal drainholes having a horizontal drainhole displacement of at least 100 feet within the "correlative interval" (also as currently defined by the TRRC) in which the well is completed ("Horizontal Unit Well").

NOW THEREFORE, the Interest Owners, for the mutual consideration set forth herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, do hereby grant to RNR the authority, but not the obligation, to pool all of the interests of the undersigned Interest Owners in and under the Leases and lands covered by the Leases for the purposes of exploring, drilling, developing and producing oil and/or gas from horizontal wells within the Unit Lands subject to the following terms and conditions:

1. The pooled unit shall be limited to and consist only of the Unit Lands described in Exhibits B and C and shall be known as the Great Divide Horizontal Unit (herein "Horizontal Unit").
2. The authority contained in this Agreement is limited to Horizontal Unit Wells located within the Horizontal Unit and is not applicable to vertical wells or to production from vertical wells currently located on the lands covered by the Leases or which may be drilled on the lands covered by the Leases in the future. In the event a Horizontal Unit Well is plugged back or recompleted in a manner that such well no longer meets the TRRC definition of a horizontal well, such well shall no longer be considered to be a Horizontal Unit Well and this Agreement shall terminate as to that Horizontal Unit Well.

3. In order to make the Horizontal Unit effective, RNR shall file for record, in the Official Public Records of Real Property of Reeves County, Texas, an instrument describing and designating the Unit Lands to be included within the Horizontal Unit. Such instrument shall set forth the effective date of the Horizontal Unit, which date shall be May 1, 2014 or the date in which operations for drilling a Horizontal Unit Well have begun, whichever is earlier. RNR may assign or delegate the authority to execute and file such instrument designating the Horizontal Unit, or any instrument revising such Horizontal Unit, to the party appointed by RNR as the operator of the Horizontal Unit.

4. Production from, or drilling or reworking operations on a Horizontal Unit Well, or on any tract of land within the Horizontal Unit, in an effort to obtain or restore production from an existing or proposed Horizontal Unit Well, shall be considered to be production from, or drilling or reworking operations on all Unit Lands and on each of the Leases and shall maintain each of the Leases in effect as to the Unit Lands. The continuous drilling or continuous development provisions of each of the Leases, if any, shall be satisfied by the timely commencement of operations to drill a Horizontal Unit Well. A Horizontal Unit Well that is a shut-in gas well shall be considered to be a shut-in gas well on all Unit Lands and on each of the Leases within the Horizontal Unit. RNR shall have the right of reasonable use of the surface of Unit Lands for the purpose of exploring, drilling, developing and producing oil and/or gas from Horizontal Unit Wells.

5. For the purpose of calculating royalty to be paid under each of the Leases, production shall be allocated on an acreage basis such that there shall be allocated to each separate tract of land within the Horizontal Unit that portion of the total production of oil and/or gas from Horizontal Unit Wells which the amount of surface acreage covered by such tract bears to the total gross surface acreage in the entire Horizontal Unit, as set forth in Exhibit A. The production so allocated to each such separate tract shall be further allocated and proceeds distributed in the same manner as if produced from a well located on that tract. Pooling shall not create a cross conveyance of any interests.

6. The provisions of the various Leases and other agreements covering or affecting the Leases are hereby amended to the extent necessary to make such instruments and agreements conform to the provisions of this Agreement, but not otherwise. The grant of pooling authority contained herein shall not in any way limit the existing pooling authority contained in any of the Leases and is intended only as an expansion of any such existing pooling authority. The lack of authority to pool or the failure to properly pool any interest with the Horizontal Unit shall not affect the Horizontal Unit as to those interests which have been properly pooled.

7. Interest Owners agree to cooperate with RNR and/or RNR's appointed operator of the Horizontal Unit in obtaining any regulatory approvals necessary for the drilling of and production from Horizontal Unit Wells, including the prompt execution and return of written waivers to support such regulatory approvals.

8. Each of the undersigned Interest Owners, who is the current owner of the interest of the Lessor or of a non-participating royalty interest, or overriding royalty interest, or working interest under one or more of the Leases, does hereby ratify, adopt, and confirm said Lease or Leases and does hereby grant, lease, and let unto the current owner of the interest of the Lessee of such Lease or Leases, all of said Interest Owner's interest in the Leases and lands within the Horizontal Unit covered by the respective Lease or Leases, subject to the same terms and conditions provided for in such Lease or Leases, as same may have been heretofore amended, and subject to the terms of this Agreement.

Any person or entity may become a party to this Agreement by signing an original of this Agreement, a counterpart or ratification thereof, of which each such instrument shall be given the same effect as if all parties had signed the original of this Agreement. Failure of any of the Interest Owners to execute an instrument agreeing to be a party to this Agreement shall not render this Agreement ineffective as to any other party who does execute such an instrument, but shall be binding upon each executing party and that party's heirs, legal representatives, successors, and assigns. In the event of execution of counterparts, the executed counterparts may be combined into one or more instruments for recordation by combining the signature pages and acknowledgements, and the executing parties agree that such instrument shall be treated and given effect for all purposes as a single instrument. RNR may assign its rights and obligations under this Agreement.

Executed by each of the undersigned on the date of acknowledgment as shown below.

RESOLUTE NATURAL RESOURCES SOUTHWEST, LLC

By: Bill Alleman, Vice President – Land

STATE OF COLORADO)
)
CITY & COUNTY OF DENVER)

The foregoing instrument was acknowledged before me on this _____ day of _____, 2014
by Bill Alleman as Vice President – Land for RESOLUTE NATURAL RESOURCES SOUTHWEST,
LLC on behalf of said limited liability company.

My Commission expires:

Notary Public, State of Colorado

COMMISSIONER OF THE GENERAL LAND OFFICE
OF THE STATE OF TEXAS

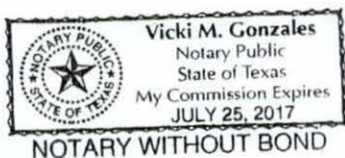
Jerry E. Patterson
By: Jerry E. Patterson, Commissioner

Approved Legal mm
Contents mm
Min. Leasing mm
Executive mm

STATE OF TEXAS)
COUNTY OF Travis)

The foregoing instrument was acknowledged before me on this 13 day of June, 2014
by Jerry E. Patterson as Commissioner of the General Land Office of the State of Texas.

My Commission expires: July 25, 2017



Vicki M. Gonzales
Notary Public, State of Texas

EXHIBIT A

Attached to and made a part of that certain Pooling Agreement for Horizontal Wells Great Divide Horizontal Unit

Lease #	TX Roy	NAME	NAME2	SENT VIA
00953.001	X	KEVIN LOUIS ROBERSON		Certified
00953.002	X	KIMBERLY ROBERSON REYNOLDS		Certified
00953.003	X	TERA BURKHOLDER KING		Certified
00953.004	X			
00953.005	X	DELA MINERALS, INC.	BY GARY N COVINGTON, PRESIDENT	Certified
00953.006	X	DOUGLAS EARL BELL		Certified
00953.009	X	BARBARA H PREWIT		Certified Certified
00953.010	X	JOHNNIE MARIE POWELL ASHLEY		Certified
00953.011	X	BERNADETTE MARY KIELY		Certified
00953.012	X	MICA POWELL HOPKINS		Certified
00956.000		SPINDLETOP EXPLORATION COMPANY INC		Certified
00971.022		DOROTHY STUCKEY		Certified
00971.023		BRYAN DUMAS		Certified
00971.024		KIMBERLY DAWN SCRUGGS SEIGREST		Certified
00971.025		STACY DOUGHERTY		Certified
00971.026		LEONARD JOE STUCKEY		Certified
00971.027		MICHAEL KEITH BRILEY		Certified
00971.028		FLOY ELLEN BRILEY		Certified
00971.029		WILLIE MAE STUCKEY		Certified
00971.030		STEVE STUCKEY		Certified
00971.051		MARY LEE BRILEY	BY STEVE STUCKEY, AGENT & AIF	Certified
00971.031		CINDY PETERSON		Certified
00971.032		DARLA GWEN FISHER		Certified
00971.033		JENNIFER JOHNSON POPE		Certified
00971.034		NELLIE G STUCKEY		Certified
00971.035		CHRISTY KAY KOPECKY		Certified
00971.036		DALE ARNOLD		Certified
00971.037		BETTY JANE SHEFFIELD		Certified
00971.038		ELMER STUCKEY		Certified
00971.039		BONNIE STUCKEY		Certified
00971.040		BRIAN STUCKEY		Certified
00971.041		DYLAN ERNST		Certified
00971.042		GARY STUCKEY		Certified
00971.043		RONNY STUCKEY		Certified
00971.044		MARY NELL STUCKEY		Certified
00971.045		CATHERINE IRENE ARNOLD LISA ANNETTE ARNOLD SUSAN E ARNOLD		Certified
00971.046		DONALD LEE ARNOLD - INTERNATIONAL		Registered
00971.047		LINDA WELCH		Certified
00971.048		ANGIE LAIRD		Certified
00971.049		JO ELLEN LANG DALTON LANG		Certified
00971.050		LINDA KAY HARRIS CRAIN CHRISTINE ELIZABETH SHONE BOBBY L HARRIS NANCY RUTH HARRIS HATCH JAMES E HARRIS GARY LYNN HARRIS GAYLE SUE HARRIS ROACH		Certified
00971.052		JOSHUA PAUL JOHNSON		Certified
00971.053		BLAKE OIL & GAS CORPORATION		Certified
00971.054		JUDSON PROPERTIES LTD		Certified
00971.055		LAJ CORPORATION		Certified
00971.056		SIGMAR INC		Certified
01004.001	X	THE SCOTT WITTER MARITAL TRUST	NORMA KUNZE TRUSTEE JOE WHEAT TRUSTEE	Certified FedEx
01004.002	X	JUNE W GILLMAN		Certified

EXHIBIT A

Attached to and made a part of that certain Pooling Agreement for Horizontal Wells Great Divide Horizontal Unit

WIO		FIREWHEEL ENERGY LLC	ATTN: BEN RYBURN	Certified
00953.001- 00953.006 00953.009- 00953.012 01004.001- 01004.002		TEXAS GEN'L LAND OFFICE		FedEx

EXHIBIT A

Attached to and made a part of that certain Pooling Agreement for Horizontal Wells Great Divide Horizontal Unit

DATE SENT	DT LESSOR REC'D	DATE BACK TO RSW	Comments
04/30/2014	05/06/2014		
04/30/2014	05/07/2014		
04/30/2014	05/06/2014		
04/30/2014	05/05/2014	05/19/2014	
04/30/2014			
04/30/2014	05/05/2014	06/02/2014	5/7 - copy sent to Robert Scogin at Barbara's request
05/07/2014	05/12/2014		
04/30/2014	05/06/2014		
04/30/2014	05/06/2014	06/09/2014	
04/30/2014	05/05/2014	06/09/2014	
04/30/2014	05/06/2014	05/15/2014	
04/30/2014	05/05/2014	05/19/2014	
04/30/2014	05/06/2014		
04/30/2014	05/15/2014	06/03/2014	
04/30/2014	05/07/2014	05/19/2014	
04/30/2014	05/09/2014	05/19/2014	
04/30/2014	05/05/2014	05/16/2014	
04/30/2014	05/06/2014	05/19/2014	
04/30/2014	05/05/2014	05/19/2014	
04/30/2014	n/a		5/7 - sent to new address - email from Rusty
05/07/2014	05/13/2014	05/15/2014	
05/29/2014			
04/30/2014	05/06/2014	05/21/2014	
04/30/2014	05/06/2014		
04/30/2014	05/06/2014	06/02/2014	
04/30/2014	05/07/2014	05/15/2014	
04/30/2014	05/10/2014	05/16/2014	
04/30/2014	RETURNED		RESENT TO NEW ADDRESS - FOUND NEW ON INFOAGE
05/20/2014			
04/30/2014	05/05/2014	05/15/2014	
04/30/2014	05/05/2014	05/19/2014	
04/30/2014	05/05/2014		
04/30/2014	05/07/2014		
04/30/2014	05/05/2014		
04/30/2014	05/06/2014	05/15/2014	
04/30/2014	05/05/2014	05/27/2014	
04/30/2014	05/05/2014	05/27/2014	
04/30/2014	05/13/2014	05/21/2014	
04/30/2014			
04/30/2014	05/05/2014	05/15/2014	
04/30/2014	RETURNED		RESENT TO NEW ADDRESS - FOUND NEW ON INFOAGE
05/20/2014	05/28/2014		
04/30/2014	05/22/2014	n/a	Resent 5/29/14 - need notaries
05/29/2014			
04/30/2014	05/06/2014	05/15/2014	
04/30/2014			
04/30/2014	05/06/2014	05/16/2014	
04/30/2014	05/05/2014	05/19/2014	
04/30/2014			
05/20/2014	05/28/2014		
05/19/2014	05/26/2014		
04/30/2014	05/05/2014	06/09/2014	5/21 - SENT ADD'L COPY TO JOE'S OFFICE
05/21/2014	05/22/2014		
04/30/2014	05/06/2014	06/09/2014	

EXHIBIT A

Attached to and made a part of that certain Pooling Agreement for Horizontal Wells Great Divide Horizontal Unit

04/30/2014	05/05/2014		
05/01/2014	05/02/2014		

Exhibit B

Attached to and made a part of that certain Pooling Agreement for Horizontal Wells Great Divide Horizontal Unit

524.95 Acre Unit in Sections 13 & 14, Block C-21, Public School Land, Reeves County, Texas.

Tract 1

Metes and Bounds Description for a 160.01 Acre Tract in Section 13, Block C-21, Public School Land, Reeves County, Texas. Being the southwest quarter of said Section 13, Abstract 5187.

Boundary being more fully described as follows:

Beginning at (N=10573607.21', E: 1171734.31') a 2" B.I.P. marked "SW 13 B-C21" found at the southwest corner of said Section 13, the southeast corner of Section 15, said Block C-21 and the northwest corner of Section 3, Block 56, Public School Land, being the southwest corner of this tract;

Thence North 01°43'44" East with the west line of said Section 13 and the east line of said Section 15, a distance of 2640.03 feet to a 1" iron pipe marked "NW CNR SW S" found for the northwest corner of this tract;

Thence South 88°16'34" East, a distance of 2639.39 feet to a 1.5" iron pipe found for the northeast corner of this tract;

Thence South 01°44'01" West, a distance of 2639.50 feet to a 1.5" iron pipe found in the south line of said Section 13 and the north line of said Section 3 for the southeast corner of this tract;

Thence North 88°17'16" West with the south line of said Section 13 and the north line of said Section 3, a distance of 2639.18 feet to the Point of Beginning.

Containing 160.01 surface acres of land. Bearings, distances and coordinates are relative to the Texas Coordinate System, NAD 83, Central Zone.

Tract 2

Metes and Bounds Description for a 80.01 Acre Tract in Section 13, Block C-21, Public School Land, Reeves County, Texas. Being the west half of the northwest quarter of said Section 13, Abstract 5640.

Boundary being more fully described as follows:

Beginning at (N: 10578884.87', E: 1171893.09') a 1" iron pipe in stone mound found in the south line of Section 14, said Block C-21 at the northwest corner of said Section 13 and the northeast corner of Section 15, said Block C-21, being the northwest corner of this tract

Thence South 88°17'36" East with the north line of said Section 13 and the south line of said Section 14, a distance of 1319.36 feet to a 1.5" iron pipe in stone mound found for the northeast corner of this tract;

Thence South 01°42'29" West, a distance of 2640.41 feet to a point for the southeast corner of this tract;

Thence North 88°16'34" West, a distance of 1319.80 feet to a 1" iron pipe marked "NW CNR SW S" found in the west line of said Section 13 and the east line of said Section 15, being the southwest corner of this tract;

Thence North 01°43'03" East with the west line of said Section 13 and the east line of said Section 15, a distance of 2640.01 feet to the Point of Beginning.

Containing 80.01 surface acres of land. Bearings, distances and coordinates are relative to the Texas Coordinate System, NAD 83, Central Zone.

Tract 3

Metes and Bounds Description for a 80.22 Acre Tract in Section 13, Block C-21, Public School Land, Reeves County, Texas. Being the east half of the northwest quarter of said Section 13, Abstract 4025.

Boundary being more fully described as follows:

Beginning at (N: 10578845.58', E: 1173211.87') a 1.5" iron pipe in stone mound found in the south line of Section 14, said Block C-21 and the north line of said Section 13 for the northwest corner of this tract;

Thence South 88°50'03" East with the north line of said Section 13 and the south line of said Section 14, a distance of 1319.85 feet to a point for the northeast corner of this tract;

Thence South 01°42'45" West, a distance of 2653.27 feet to a 1.5" iron pipe found for the southeast corner of this tract;

Thence North 88°16'34" West, a distance of 1319.59 feet to a point for the southwest corner of this tract;

Thence North 01°42'29" East, a distance of 2640.41 feet to the Point of Beginning.

Containing 80.22 surface acres of land. Bearings, distances and coordinates are relative to the Texas Coordinate System, NAD 83, Central Zone.

Tract 4

Metes and Bounds Description for a 204.71 Acre Tract in Section 14, Block C-21, Public School Land, Reeves County, Texas. Being a northerly extension of the west half of Section 13, said Block C-21.

Boundary being more fully described as follows:

Beginning at (N: 10578884.87', E: 1171893.09') a 1" iron pipe in stone mound found in the south line of said Section 14 at the northwest corner of said Section 13 and the northeast corner of Section 15, said Block C-21, being the southwest corner of this tract;

Thence North 01°43'03" East, a distance of 3385.09 feet to a point in the south line of Section 46, Block 57, Township 3, being the northwest corner of this tract;

Thence South 88°06'18" East with the north line of said Section 14 and the south line of said Block 57, Township 3, passing the southeast corner of said Section 46 and the southwest corner of Section 47, said Block 57, Township 3, continuing for a total distance of 2638.87 feet to a point for the northeast corner of this tract;

Thence South 01°42'45" West, a distance of 3363.96 feet to a point in the south line of said Section 14 and the north line of said Section 13, being the southeast corner of this tract;

Thence North 88°50'03" West with the south line of said Section 14 and the north line of said Section 13, a distance of 1319.85 feet to a 1.5" iron pipe in stone mound found for a point of deflection in the south line of this tract;

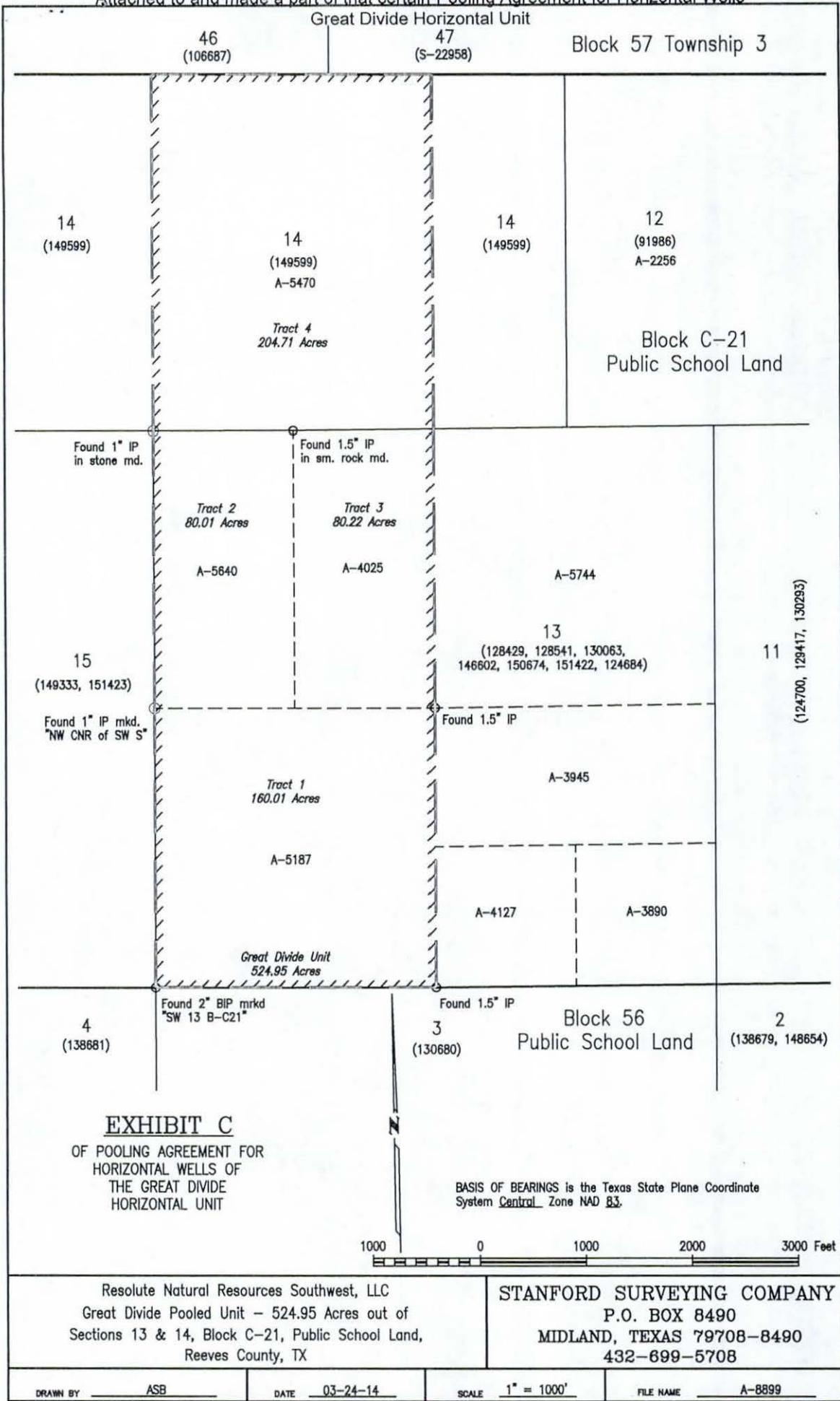
Thence North 88°17'36" West with the south line of said Section 14 and the north line of said Section 13, a distance of 1319.36 feet to the Point of Beginning.

Containing 204.71 surface acres of land. Bearings, distances and coordinates are relative to the Texas Coordinate System, NAD 83, Central Zone.

Tracts 1, 2, 3 & 4 containing a total of 524.95 surface acres of land, more or less.

EXHIBIT C

Attached to and made a part of that certain Pooling Agreement for Horizontal Wells



(7)

M-114155

File No.

Pooling Agent Packet # 683
Great Divide April 12, 1983

Date Filed:

6/19/19

Jerry E. Patterson, Commissioner

By JP

DO NOT DESTROY



Texas General Land Office
UNIT AGREEMENT MEMO

UPA148390

Unit Number 7063
Operator Name Resolute Natural Resources Company, LLC
Customer ID C000051892
Unit Name Harpoon Horizontal Unit
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 0.04982934
State Part in Unit 0.56772962
Unit Depth Specified Depths
From Depth 0 Surface
To Depth 10900 100 feet below deepest depth drilled
TVD
Well
Formation Wolfcamp
Participation Basis Surface Acreage
Effective Date 10/07/2014
Unitized For Oil And Gas
Unit Term
Old Unit Number Inactive Status Date

If Exclusions Apply: See Remarks

Lease Number	Tract No	Lease Acres in Unit	Total Unit Acres	Tract Participation	Lease Royalty	Tract Royalty Participation	Royalty Rate Reduction Clause
MF115503	1	40.070000	523.700000	0.07651327	0.25000000	0.01912832	No
MF114494	2	160.590000	523.700000	0.30664503	0.06250000	0.01916531	No
MF114155	3	96.660000	523.700000	0.18457132	0.06250000	0.01153571	No

API Number 389-34253 ✓

Remarks:

Prepared By:

GLO Base Updated By:

RAM Approval By:

GIS By:

Well Inventory By:

REW
REW
VDD
MC
mmj

Prepared Date:

GLO Base Date:

RAM Approval Date:

GIS Date:

WI Date:

10-7-14
10-7-14
10-21-14
12-1-14
10/7/14

Pooling Committee Report

To: School Land Board

UPA148390

Date of Board Meeting: 10/07/2014

Unit Number: 7063

Effective Date: 10/07/2014

Unit Expiration Date:

Applicant: Resolute Natural Resources Southwest, LLC

Attorney Rep:

Operator: Resolute Natural Resources Southwest, LLC

Unit Name: Harpoon Horizontal Unit

Field Name: Phantom (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>
FR	MF114155	0.06250000	09/23/2013	3 years	640.000000	96.660000	0.01153571
FR	MF114494	0.06250000	10/15/2011	3 years	160.000000	160.590000	0.01916531
U Fee	MF115503	0.25000000	07/16/2018	5 years	40.000000	40.070000	0.01912832

Private Acres:	226.380000
State Acres:	297.320000
Total Unit Acres:	523.700000

<u>Participation Basis:</u>	Surface Acreage
Surface Acreage	
<u>State Acreage:</u>	56.77%
<u>State Net Revenue Interest:</u>	4.98%

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

<u>RRC Rules:</u>	<u>Spacing Acres:</u>
Yes	704 acres for an 8248 foot lateral

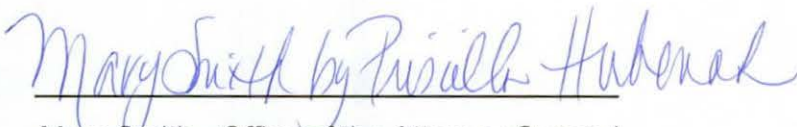
Working File Number: UPA148390

REMARKS:

- Resolute Natural Resources Southwest, LLC is requesting permanent oil and gas pooling from the surface to 100 feet below the deepest depth drilled in order to test the Wolfcamp Formation.
- The applicant plans to spud the unit well on October 31, 2014, with a proposed TD of 10,800 feet TVD. An 8,248 foot lateral is expected to be drilled.
- With approval of the unit the State's unit royalty participation will be 4.98%.
- The State will participate on a unitized basis from the date of first production.

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

9/23/2014

Date



Robert Hatter - General Land Office

9/23/14

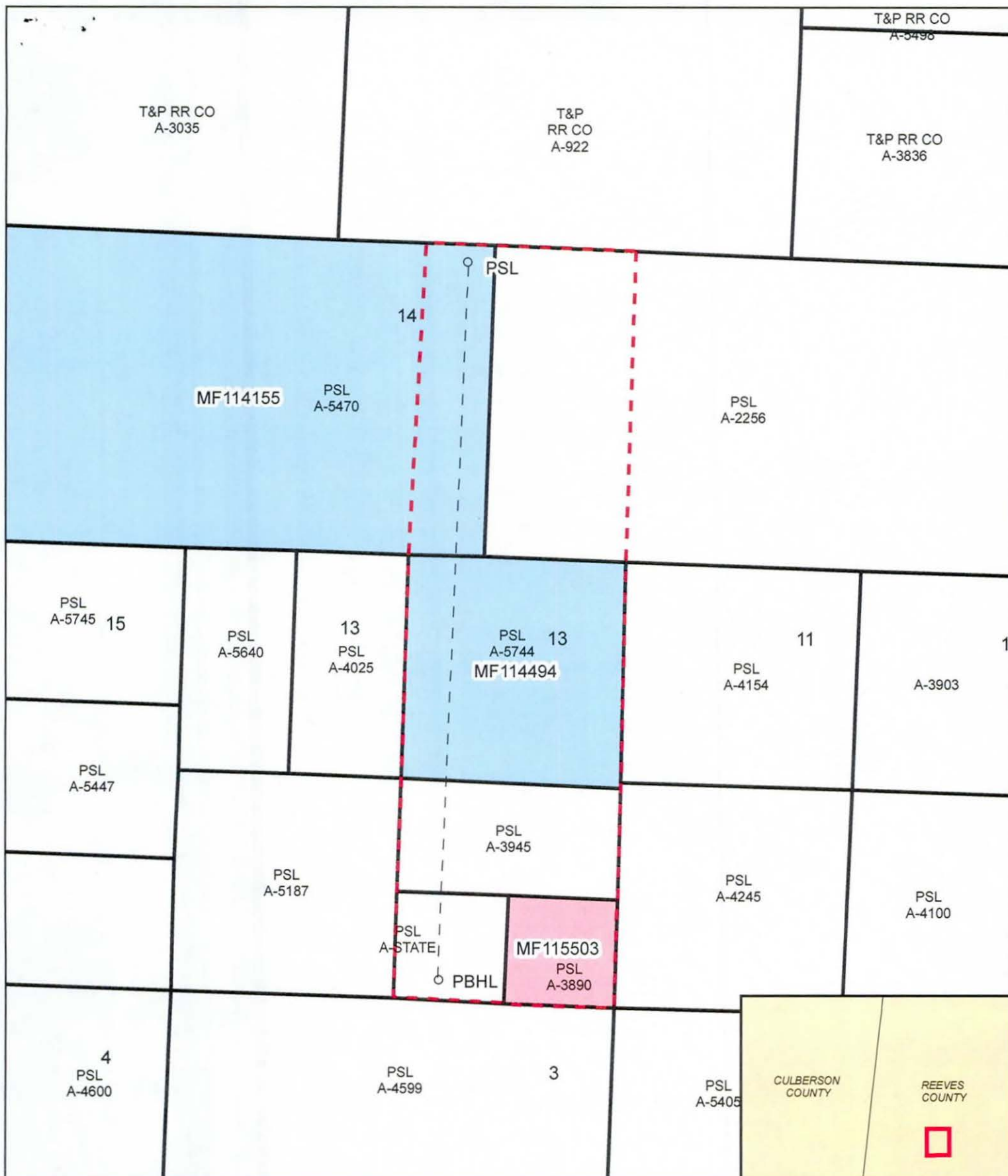
Date



David Zimmerman - Office of the Governor

9/23/14

Date



Unit #7063
 Resolute Natural Resources
 Harpoon Horizontal Unit
 Phantom (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
 IS/BAS/GIS
 October 2014

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.

**POOLING AGREEMENT
FOR HORIZONTAL WELLS
HARPOON HORIZONTAL UNIT**

REEVES COUNTY, TEXAS

Reference is made to those certain oil, gas and mineral leases, and any amendments thereto, described in Exhibit A, attached hereto and made a part hereof ("Leases"). The undersigned parties ("Interest Owners") are the owners of all or a portion of the interest of the Lessor in the Leases, or of a non-participating royalty interest or overriding royalty interest or working interest in and under one or more of the Leases. Resolute Natural Resources Southwest, LLC ("RNR") is the owner of all or a portion of the interest as the Lessee or Assignee of the Leases.

The Interest Owners are seeking to encourage further development of the Leases through the drilling of horizontal wells to prevent the drilling of unnecessary wells and to increase the ultimate recovery of hydrocarbons from the Leases. RNR has requested, and the Interest Owners have agreed to grant, authority to pool the Leases insofar as they cover the lands described in Exhibit B, attached hereto and made a part hereof, and as further depicted on Exhibit C, attached hereto and made a part hereof, ("Unit Lands") for the purposes of drilling horizontal wells as set forth in this Pooling Agreement for Horizontal Wells Harpoon Horizontal Unit ("Agreement"). As used in this Agreement, a "horizontal well" shall have the same meaning as "horizontal drainhole well" as currently defined by Texas Railroad Commission ("TRRC"), which is any well with one or more horizontal drainholes having a horizontal drainhole displacement of at least 100 feet within the "correlative interval" (also as currently defined by the TRRC) in which the well is completed ("Horizontal Unit Well").

NOW THEREFORE, the Interest Owners, for the mutual consideration set forth herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, do hereby grant to RNR the authority, but not the obligation, to pool all of the interests of the undersigned Interest Owners in and under the Leases and lands covered by the Leases for the purposes of exploring, drilling, developing and producing oil and/or gas from horizontal wells within the Unit Lands subject to the following terms and conditions:

1. The pooled unit shall be limited to and consist only of the Unit Lands described in Exhibits B and C and shall be known as the Harpoon Horizontal Unit (herein "Horizontal Unit").
2. The authority contained in this Agreement is limited to Horizontal Unit Wells located within the Horizontal Unit and is not applicable to vertical wells or to production from vertical wells currently located on the lands covered by the Leases or which may be drilled on the lands covered by the Leases in the future. In the event a Horizontal Unit Well is plugged back or recompleted in a manner that such well no longer meets the TRRC definition of a horizontal well, such well shall no longer be considered to be a Horizontal Unit Well and this Agreement shall terminate as to that Horizontal Unit Well.

3. In order to make the Horizontal Unit effective, RNR shall file for record, in the Official Public Records of Real Property of Reeves County, Texas, an instrument describing and designating the Unit Lands to be included within the Horizontal Unit. Such instrument shall set forth the effective date of the Horizontal Unit, which date shall be September 1, 2014 or the date in which operations for drilling a Horizontal Unit Well have begun, whichever is earlier. RNR may assign or delegate the authority to execute and file such instrument designating the Horizontal Unit, or any instrument revising such Horizontal Unit, to the party appointed by RNR as the operator of the Horizontal Unit.

4. Production from, or drilling or reworking operations on a Horizontal Unit Well, or on any tract of land within the Horizontal Unit, in an effort to obtain or restore production from an existing or proposed Horizontal Unit Well, shall be considered to be production from, or drilling or reworking operations on all Unit Lands and on each of the Leases and shall maintain each of the Leases in effect as to the Unit Lands. The timely commencement of operations to drill a Horizontal Unit Well will satisfy the next well required under the continuous drilling or continuous development provisions, if any, of each of the Leases. A Horizontal Unit Well that is a shut-in gas well shall be considered to be a shut-in gas well on all Unit Lands and on each of the Leases within the Horizontal Unit. RNR shall have the right of reasonable use of the surface of Unit Lands for the purpose of exploring, drilling, developing and producing oil and/or gas from Horizontal Unit Wells.

5. For the purpose of calculating royalty to be paid under each of the Leases, production shall be allocated on an acreage basis such that there shall be allocated to each separate tract of land within the Horizontal Unit that portion of the total production of oil and/or gas from Horizontal Unit Wells which the amount of surface acreage covered by such tract bears to the total gross surface acreage in the entire Horizontal Unit, as set forth in Exhibit A. The production so allocated to each such separate tract shall be further allocated and proceeds distributed in the same manner as if produced from a well located on that tract. Pooling shall not create a cross conveyance of any interests.

6. The provisions of the various Leases and other agreements covering or affecting the Leases are hereby amended to the extent necessary to make such instruments and agreements conform to the provisions of this Agreement, but not otherwise. The grant of pooling authority contained herein shall not in any way limit the existing pooling authority contained in any of the Leases and is intended only as an expansion of any such existing pooling authority. The lack of authority to pool or the failure to properly pool any interest with the Horizontal Unit shall not affect the Horizontal Unit as to those interests which have been properly pooled.

7. Interest Owners agree to cooperate with RNR and/or RNR's appointed operator of the Horizontal Unit in obtaining any regulatory approvals necessary for the drilling of and production from Horizontal Unit Wells, including the prompt execution and return of written waivers to support such regulatory approvals.

8. Each of the undersigned Interest Owners, who is the current owner of the interest of the Lessor or of a non-participating royalty interest, or overriding royalty interest, or working interest under one or more of the Leases, does hereby ratify, adopt, and confirm said Lease or Leases and does hereby grant, lease, and let unto the current owner of the interest of the Lessee of such Lease or Leases, all of said Interest Owner's interest in the Leases and lands within the Horizontal Unit covered by the respective Lease or Leases, subject to the same terms and conditions provided for in such Lease or Leases, as same may have been heretofore amended, and subject to the terms of this Agreement.

Any person or entity may become a party to this Agreement by signing an original of this Agreement, a counterpart or ratification thereof, of which each such instrument shall be given the same effect as if all parties had signed the original of this Agreement. Failure of any of the Interest Owners to execute an instrument agreeing to be a party to this Agreement shall not render this Agreement ineffective as to any other party who does execute such an instrument, but shall be binding upon each executing party and that party's heirs, legal representatives, successors, and assigns. In the event of execution of counterparts, the executed counterparts may be combined into one or more instruments for recordation by combining the signature pages and acknowledgements, and the executing parties agree that such instrument shall be treated and given effect for all purposes as a single instrument. RNR may assign its rights and obligations under this Agreement.

Executed by each of the undersigned on the date of acknowledgment as shown below.

RESOLUTE NATURAL RESOURCES SOUTHWEST, LLC

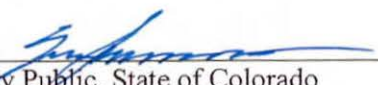


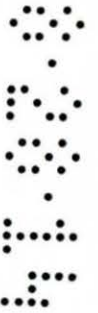
By: Bill Alleman, Vice President – Land

STATE OF COLORADO)
)
CITY & COUNTY OF DENVER)

The foregoing instrument was acknowledged before me on this 11 day of August, 2014 by Bill Alleman as Vice President – Land for RESOLUTE NATURAL RESOURCES SOUTHWEST, LLC on behalf of said limited liability company.

My Commission expires: 8/19/2017



Notary Public, State of Colorado

Attached to and made a part of that certain Pooling Agreement for Horizontal Wells Harpoon Horizontal Unit

			Gross Surface Acres In Tract	Proportion of Tract acres to total Unit acres
Tract 1a: SE/4SE/4 of Section 13, Block C-21, PSL Survey, being 40.07 acres, more or less			40.07	7.6513%
Tract 1b: SW/4SE/4 of Section 13, Block C-21, PSL Survey, being 40.02 acres, more or less			40.02	7.6418%
Tract 2: N/2SE/4 of Section 13, Block C-21, PSL Survey, being 80.09 acres, more or less			80.09	15.2931%
Tract 3: NE/4 of Section 13, Block C-21, PSL Survey, being 160.59 acres, more or less			160.59	30.6645%
Tract 4: East 96.66 acres of Section 14, Block C-21, PSL Survey being 96.66 acres ,more or less			96.66	18.4571%
Tract 5: West 106.27 acres of Section 12, Block C-21, PSL Survey, being 106.27 acres, more or less			106.27	20.2922%
TOTAL GROSS SURFACE ACRES IN UNIT:			523.7	100.0000%
TRACT 1a: Comprising 7.6513% of said Unit and containing the following lands:				
SE/4SE/4 of Section 13, Block C-21, PSL Survey, being 40.07 acres, more or less, Reeves County, Texas				
Lease #	Lessor Full Name	Lessee	Lease Date	Recorded Book-Page
01122.000	State of Texas M-115503	Cinco Land & Exploration, Inc.	07/16/13	1028-438
TRACT 1b: Comprising 7.6418% of said Unit and containing the following lands:				
SW/4SE/4 of Section 13, Block C-21, PSL Survey, being 40.02 acres, more or less, Reeves County, Texas				
Lease #	Lessor Full Name	Lessee	Lease Date	Recorded Book-Page
01103.001	Alexa M. Maples & R. Benton Maples	Cinco Land & Exploration, Inc.	04/15/13	1001-678
Pending	Estate of Edna Anna Farmer Koger	Resolute Natural Resources Southwest, LLC		
TRACT 2: Comprising 15.2931% of said Unit and containing the following lands:				
N/2SE/4 of Section 13, Block C-21, PSL Survey, being 80.09 acre, more or less,Reeves County, Texas				
Lease #	Lessor Full Name	Lessee	Lease Date	Recorded Book-Page
00959.033	Charles Scott Orr	Cinco Land & Exploration, Inc.	04/01/13	997-403
00959.034	W. F. Pennebaker	Cinco Land & Exploration, Inc.	03/04/13	997-399
00959.035	William P. Pannill	Cinco Land & Exploration, Inc.	03/27/13	997-394
00959.038	Sealy & Company, LP	Cinco Land & Exploration, Inc.	03/04/13	1001-674
00959.039	Alex M. Orr, III	Cinco Land & Exploration, Inc.	03/26/13	1001-689
00959.042	Gail Brown Armstrong	Cinco Land & Exploration, Inc.	05/24/13	1016-484
00959.044	Estate of Pamela G. Goolsby by Alfred J. Sharrick, Executor	Cinco Land & Exploration, Inc.	04/30/13	1005-200
00959.045	Richard Mercer Abernathy Trust, Richard Mercer Abernathy, Trustee Michael Preston Abernathy Trust, Michael Preston Abernathy, Trustee Mathew Mitcham Abernathy Trust, Mathew Mitcham Abernathy, Trustee	Cinco Land & Exploration, Inc.	06/20/13	1059-176
00959.068	James Stephen Noland II, Ind. & as Exec under will of James G. Noland	Cinco Energy Management Group	4/18/2014	
00959.049	Martha Cannon	Cinco Land & Exploration, Inc.	12/02/13	1059-132
00959.050	Molly Cannon	Cinco Land & Exploration, Inc.	12/02/13	1059-137
00959.051	The Cotton Family Living Trust, Peggy E. Cotton, Trustee	Cinco Land & Exploration, Inc.	12/02/13	1061-180
00959.059	Mary Lou Cassidy	Cinco Energy Management Group	04/02/14	1072-161
00959.060	John E. Cassidy	Cinco Energy Management Group	04/02/14	1072-156
00959.061	The Beardsley Family Partnership	Cinco Energy Management Group	05/19/14	1080-654
00959.068	Waverly Minerals and Timber, LTD formerly Estate of William B. Browder, Jr.	Cinco Energy Management Group	05/30/14	
00959.077	Hamilton E. McRae, III, Trustee of the McRae Management Trust	Cinco Energy Management Group	4/23/2014	
00959.078	Vicky Cole	Cinco Energy Management Group	4/23/2014	
Pending	The Boyd and Marion Gardiner Laughlin Management Trust Boyd Laughlin Trust	Cinco Energy Management Group		
Pending	The Stubbeman Family Foundation	Cinco Energy Management Group		
Pending	M. Brad Bennett	Resolute Natural Resources Southwest, LLC		
Pending	Gwendolyn B. Geltemeyer	Resolute Natural Resources Southwest, LLC		
Pending	Sharon B. St Clair	Resolute Natural Resources Southwest, LLC		

Exhibit A

Attached to and made a part of that certain Pooling Agreement for Horizontal Wells Harpoon Horizontal Unit

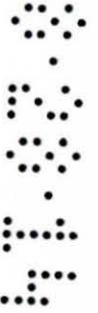
TRACT 3: Comprising 30.6645% of said Unit and containing the following lands:				
NE/4 of Section 13, Block C-21, PSL Survey, being 160.59 acres, more or less, Reeves County, Texas				
Lease #	Lessor Full Name	Lessee	Lease Date	Recorded Book-Page
00969.001	Cheesman Family Oil and Gas Venture, by Dale C. Cheesman, III, Manager STATE OF TX 1/16TH FREE ROYALTY - MF-114494	Petro-Hunt, L.L.C.	10/15/08	817-707, as amended
00969.002	John Mason Carter STATE OF TX 1/16TH FREE ROYALTY - MF-114494	Petro-Hunt, L.L.C.	03/13/09	821-193, as amended
00969.003	Catherine Carter Malone STATE OF TX 1/16TH FREE ROYALTY - MF-114494	Petro-Hunt, L.L.C.	03/13/09	821-199, as amended
TRACT 4: Comprising 18.4571% of said Unit and containing the following lands:				
East 96.66 acres of Section 14, Block C-21, PSL Survey being 96.66 acres, more or less, Reeves County, Texas				
Lease #	Lessor Full Name	Lessee	Lease Date	Recorded Book-Page
00953.001	Kevin Louis Roberson	Petro-Hunt, L.L.C.	08/28/2008	806-189, as amended
00953.002	Kimberly Roberson Reynolds	Petro-Hunt, L.L.C.	08/28/2008	806-186, as amended
00953.003	Tera Burkholder King	Petro-Hunt, L.L.C.	08/28/2008	806-183, as amended
00953.004	Tiffani Burkholder	Petro-Hunt, L.L.C.	08/28/2008	806-180, as amended
00953.005	Dela Minerals, Inc.	Petro-Hunt, L.L.C.	12/17/2008	816-56, as amended
00953.006	Douglas Earl Bell	Petro-Hunt, L.L.C.	09/23/2010	851-222, as amended
00953.009	Barbara H. Prewit	Petro-Hunt, L.L.C.	01/01/2010	841-53, as amended
00953.010	Johnnie Marie Powell Ashley	Petro-Hunt, L.L.C.	01/01/2010	841-42, as amended
00953.011	Eleanor Elizabeth Powell	Petro-Hunt, L.L.C.	01/01/2010	841-31, as amended
00953.012	Mica Dawn Powell	Petro-Hunt, L.L.C.	01/01/2010	841-20, as amended
TRACT 5: Comprising 20.2922% of said Unit and containing the following lands:				
West 106.27 acres of Section 12, Block C-21, PSL Survey, being 160.27 acres, more or less, Reeves County, Texas				
Lease #	Lessor Full Name	Lessee	Lease Date	Recorded Book-Page
00968.001	Allan L. Newsom, Individually and as Attorney-in-Fact for Eva Powell Linn, John Jay Doles, Vance Wayne Farrell, James Martin Farrell, and Donna K. Moore	Petro-Hunt, L.L.C.	2/6/2009	817-696, as amended
00968.002	Karen D. Funk (aka Karyn D. Funk)	Petro-Hunt, L.L.C.	5/25/2010	859-76, as amended

Exhibit B
Attached to and made a part of that certain Pooling Agreement for Horizontal Wells
Harpoon Horizontal Unit

523.70 Acre Unit in Sections 12, 13 & 14, Block C-21, Public School Land, Reeves County, Texas.

Tract 1A

Metes and Bounds Description for a 40.07 Acre Tract in Section 13, Block C-21, Public School Land, Reeves County, Texas. Being the southeast quarter of the southeast quarter of said Section 13, Abstract 3890.



Boundary being more fully described as follows:

Beginning at (N= 10573476.32', E: 1177011.57') a point for the southeast corner of said Section 13, the southwest corner of Section 11, said Block C-21 and the northeast corner of Section 3, Block 56, Public School Land, being the southeast corner of this tract;

Thence North 88°52'14" West with the south line of said Section 13 and the north line of said Section 3, a distance of 1319.88 feet to a point for the southwest corner of this tract;

Thence North 01°43'41" East, a distance of 1321.26 feet to a point for the northwest corner of this tract;

Thence South 88°56'10" East, a distance of 1319.77 feet to a point in the east line of said Section 13 and the west line of said Section 11 for the northeast corner of this tract;

Thence South 01°43'21" West with the east line of said Section 13 and the west line of said Section 11, a distance of 1322.77 feet to the Point of Beginning.

Containing 40.07 surface acres of land. Bearings, distances and coordinates are relative to the Texas Coordinate System, NAD 83, Central Zone.

Tract 1B

Metes and Bounds Description for a 40.02 Acre Tract in Section 13, Block C-21, Public School Land, Reeves County, Texas. Being the southwest quarter of the southeast quarter of said Section 13, Abstract 4127.

Boundary being more fully described as follows:

Beginning at (N= 10573528.35', E: 1174372.31') a 1.5" iron pipe found in the south line of said Section 13 and the north line of Section 3, Block 56, Public School Land, being the southwest corner of this tract;

Thence North 01°44'01" East, a distance of 1319.75 feet to a point for the northwest corner of this tract;

Thence South 88°56'10" East, a distance of 1319.77 feet to a point for the northeast corner of this tract;

Thence South 01°43'41" West, a distance of 1321.26 feet to a point in the south line of said Section 13 and the north line of said Section 3 for the southeast corner of this tract;

Thence North 88°52'14" West with the south line of said Section 13 and the north line of Section 3, a distance of 1319.88 feet to the Point of Beginning.

Containing 40.02 surface acres of land. Bearings, distances and coordinates are relative to the Texas Coordinate System, NAD 83, Central Zone.

Tract 2

Metes and Bounds Description for a 80.09 Acre Tract in Section 13, Block C-21, Public School Land, Reeves County, Texas. Being the north half of the southeast quarter of said Section 13, Abstract 3945.

Boundary being more fully described as follows:

Beginning at (N: 10576166.64', E:1174452.16') a 1.5" iron pipe found for the northwest corner of this tract;

Thence South 89°00'07" East, a distance of 2639.33 feet to a point in the east line of said Section 13 and the west line of Section 11, said Block C-21, being the northeast corner of this tract;

Thence South 01°43'21" West with the east line of said Section 13 and the west line of said Section 11, a distance of 1322.77 feet to a point for the southeast corner of this tract;

Thence North 88°56'10" West, a distance of 2639.55 feet to a point for the southwest corner of this tract;

Thence North 01°44'01" East, a distance of 1319.75 feet to the Point of Beginning.

Containing 80.09 surface acres of land. Bearings, distances and coordinates are relative to the Texas Coordinate System, NAD 83, Central Zone.

Tract 3

Metes and Bounds Description for a 160.59 Acre Tract in Section 13, Block C-21, Public School Land, Reeves County, Texas. Being the northeast quarter of said Section 13, Abstract 5744.

Boundary being more fully described as follows:

Beginning at (N: 10578765.01', E: 1177170.61') a point in the south line of Section 12, said Block C-21 at the northeast corner of said Section 13 and the northwest corner of Section 11, said Block C-21, being the northeast corner of this tract;

Thence South 01°43'21" West with the east line of said Section 13 and the west line of said Section 11, a distance of 2645.54 feet to a point for the southeast corner of this tract;

Thence North 89°00'07" West, a distance of 2639.33 feet to a 1.5" iron pipe found for the southwest corner of this tract;

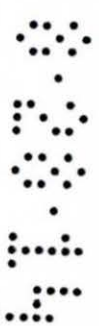
Thence North 01°42'45" East, a distance of 2653.27 feet to a point in the south line of Section 14, said Block C-21 and the north line of said Section 13, being the northwest corner of this tract;

Thence South 88°50'03" East with the north line of said Section 13, at a distance of 1256.07 feet pass the southeast corner of said Section 12 and the southwest corner of said Section 14, continuing for a total distance of 2639.71 feet to the Point of Beginning.

Containing 160.59 surface acres of land. Bearings, distances and coordinates are relative to the Texas Coordinate System, NAD 83, Central Zone.

Tract 4

Metes and Bounds Description for a 96.66 Acre Tract in Section 14, Block C-21, Public School Land, Reeves County, Texas. Being the east 96.66 acres of said Section 14.



Boundary being more fully described as follows:

Beginning at (N: 10578793.16', E: 1175787.26') a point in the north line of Section 13, said Block C-21 at the southeast corner of said Section 14 and the southwest corner of Section 12, said Block C-21, being the southeast corner of this tract;

Thence North 88°50'03" West with the south line of said Section 14 and the north line of said Section 13, a distance of 1256.07 feet to a point for the southwest corner of this tract;

Thence North 01°42'45" East, a distance of 3363.96 feet to a point in the north line of said Section 14 and the south line of Section 47, Block 57, Township 3, being the northwest corner of this tract;

Thence South 87°58'09" East with the north line of said Section 14 and the south line of said Section 47, a distance of 1252.30 feet to a point for the northeast corner of said Section 14 and the northwest corner of said Section 12, being the northeast corner of this tract;

Thence South 01°38'55" West with the east line of said Section 14 and the west line of said Section 12, a distance of 3345.03 feet to the Point of Beginning.

Containing 96.66 surface acres of land. Bearings, distances and coordinates are relative to the Texas Coordinate System, NAD 83, Central Zone.

Tract 5

Metes and Bounds Description for a 106.27 Acre Tract in Section 12, Block C-21, Public School Land, Reeves County, Texas. Being the west 106.27 acres of said Section 12.

Boundary being more fully described as follows:

Beginning at (N: 10578793.16', E: 1175787.26') a point in the north line of Section 13, said Block C-21 at the southwest corner of said Section 12 and the southeast corner of Section 14, said Block C-21, being the southwest corner of this tract;

Thence North 01°38'55" East with the east line of said Section 14 and the west line of said Section 12, a distance of 3345.03 feet to a point south line of Section 47, Block 57, Township 3, at the northeast corner of said Section 14 and the northwest corner of said Section 12, being the northwest corner of this tract;

Thence South 88°13'39" East with the north line of said Section 12 and the south line of said Section 47, a distance of 1387.89 feet to a point for the northeast corner of this tract;

Thence South 01°43'21" West, a distance of 3330.37 feet to a point in the south line of said Section 12 at the northeast corner of said Section 13, being the southeast corner of this tract;

Thence North 88°50'03" West with the south line of said Section 12 and the north line of said Section 13, a distance of 1383.64 feet to the Point of Beginning.

Containing 106.27 surface acres of land. Bearings, distances and coordinates are relative to the Texas Coordinate System, NAD 83, Central Zone.

Tracts 1A, 1B, 2, 3, 4 & 5 containing a total of 523.70 surface acres of land, more or less.

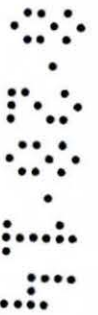
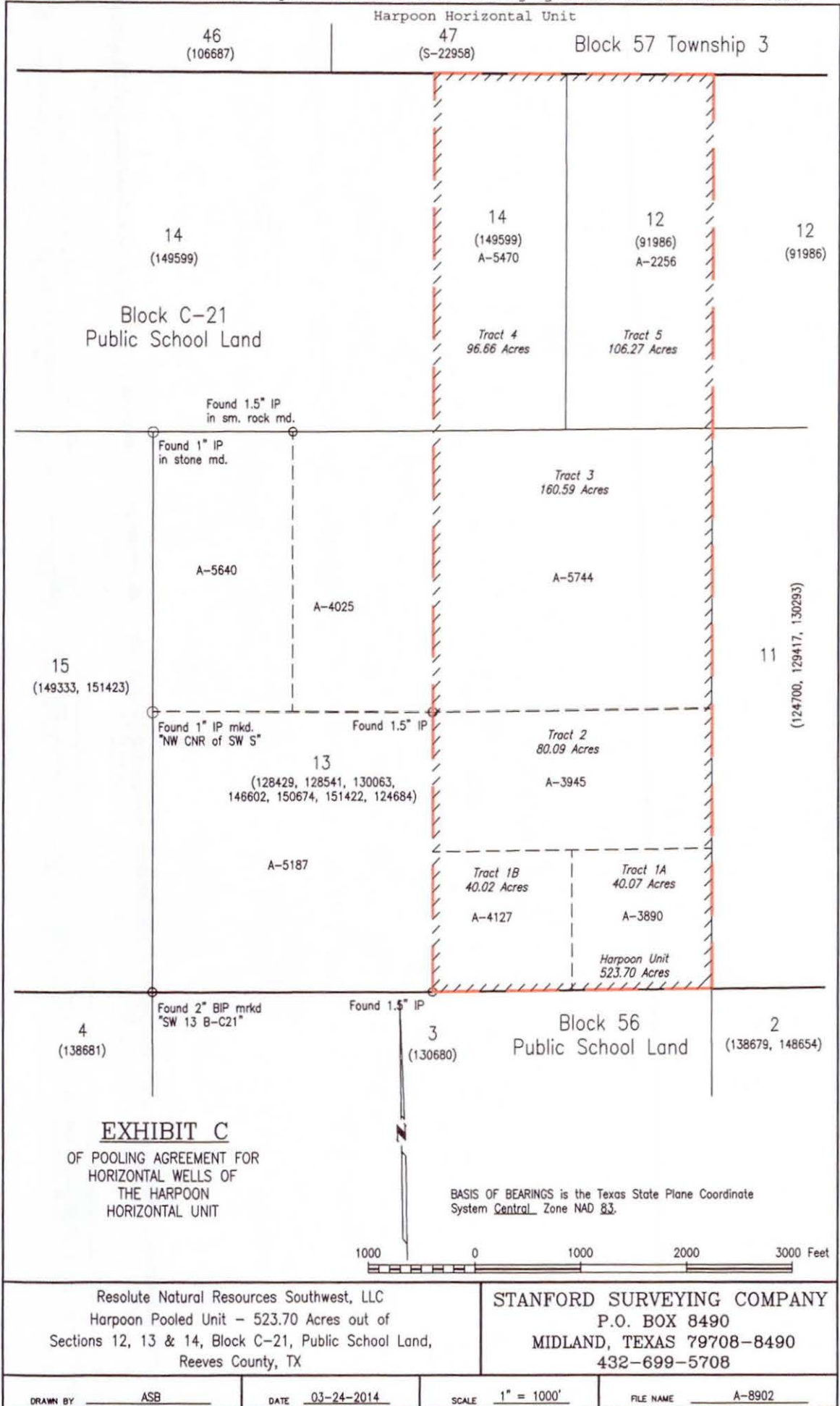


EXHIBIT C

Attached to and made a part of that certain Pooling Agreement for Horizontal Wells



Alexa M. Maples

STATE OF _____)
COUNTY OF _____)

The foregoing instrument was acknowledged before me on this _____ day of _____, 2014
by Alexa M. Maples.

My Commission expires:

Notary Public, State of _____



R. Benton Maples

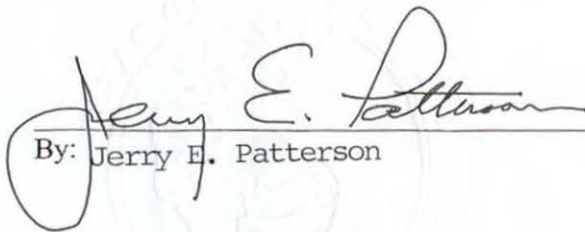
STATE OF _____)
COUNTY OF _____)

The foregoing instrument was acknowledged before me on this _____ day of _____, 2014
by R. Benton Maples.

My Commission expires:

Notary Public, State of _____

COMMISSIONER OF THE GENERAL LAND OFFICE
OF THE STATE OF TEXAS

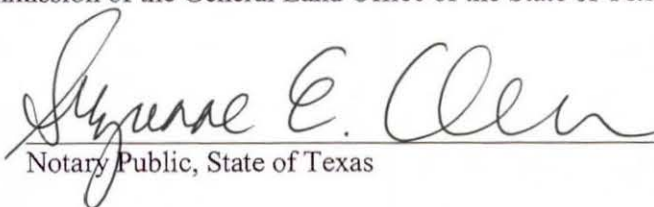

By: Jerry E. Patterson

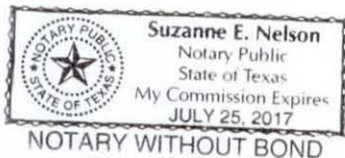
STATE OF TEXAS)
COUNTY OF TRAVIS)

Approved Legal mm
Contents mm
Min. Leasing mm
Executive see by la

The foregoing instrument was acknowledged before me on this 13th day of October, 2014
by Jerry E. Patterson as Commission of the General Land Office of the State of Texas.

My Commission expires:


Notary Public, State of Texas



8

File No. 114155
Police Agent Packet # 7063
Huron Horiz. Unit

Date Filed: 11/19/14
Jerry E. Patterson, Commissioner

By: 



Owner: COMMISSIONER OF THE TEXAS

Date: 10/10/2012

Description: ARMSTRONG 14-03

Effective Date:

07/01/2012

Complete Property Description Listed Below

Production: ☒ X Oil ☐ X Gas ☐ Other: _____

Owner Name and Address

COMMISSIONER OF THE TEXAS
GENERAL LAND OFFICE
P O BOX 12873
AUSTIN, TX 78711-2873
Phone Number: _____

Owner Number: 06076
Type Interest: State Royalty Interest
Decimal Interest: 0.06250000
FAX Number: _____

Property Description

Property: 1869.01 ARMSTRONG 14-03
Operator: RESOLUTE NATURAL RESOURCES Location: Reeves, TX

Map Reference Information

Reeves, TX US Block: C-21 Section: 14 Qtr/Qtr: SESW Surv. Ft/Dir: 0 Surv. Ft/Dir: 0

The undersigned certifies the ownership of the decimal interest in production proceeds as described payable by (Payor):
RESOLUTE NATURAL RESOURCES

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 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.

Owner(s) Signature(s): X _____ X _____

Owner(s) Tax I.D. Number(s): _____

Owner(s) Daytime Phone #: _____

Owner(s) FAX Number: _____



October 10, 2012

TO: COMMISSIONER OF THE TEXAS GENERAL LAND OFFICE
P O BOX 12873
AUSTIN, TX 78711-2873

RE: ARMSTRONG 14-03
SESW - BLOCK C-21, PSL SURVEY, Sec: 14
REEVES COUNTY, TEXAS

To Whom It May Concern:

Enclosed please find the Division Order for the referenced well. Both copies are for your records.

If you have any questions, feel free to contact the undersigned either by telephone at 303-573-4886 x1595, or by email at SGrummon@ResoluteEnergy.com.

Sincerely,

RESOLUTE NATURAL RESOURCES SOUTHWEST, LLC
By its Manager, Resolute Natural Resources Company, LLC

A handwritten signature in blue ink, appearing to read "Sam Grummon".

Sam Grummon
Division Order Analyst

/sg
enclosures

File No. MF 114155**DIVISION ORDER**Date Filed: 10.15.12

Jerry E. Patterson, Commissioner

By  _____

2012



January 20, 2015

Commissioner of the Texas
General Land Office
P O Box 12873
Austin, TX 78711-2873
Attn: Drew Reid

Re: Documents for your files
Amendments MF-114155, MF-114156

Dear Mr. Reid,

Enclosed please find certified copies from the Reeves County Clerk of Amendment of Oil and Gas Lease that pertain to leases covering lands in Block C-21, PSL Survey, Section 14, MF-114155, and Section 16, MF-114156 in Reeves County, Texas. Also enclosed is a certified copy of Assignment, Stipulation of Interest and Cross Conveyance signed by FireWheel and Resolute.

I have also enclosed our check number 1000094513 in the amount of \$125.00 to cover the filing fees for the certified copies.

Thank you for your assistance and if you have any questions, please feel free to contact me at 303)573-4886 x1280, or by email LAhlfenger@ResoluteEnergy.com.

Sincerely yours,

A handwritten signature in blue ink that reads "Lynn Ahlfenger".

Lynn Ahlfenger
Lease Analyst

/la
Enclosures

TX00953.009 – TX00953.012, TXC0101

15706890

RESOLUTE NATURAL RESOURCES

1700 Lincoln Street
Suite 2800
Denver CO 80203

U S BANK TREASURY DIVISION

23-2
1020

Check No	Check Date	Check Amount
1000094513	01/15/2015	*****\$125.00

PAY *One Hundred Twenty Five Dollars and Zero Cents*

Void After 120 Days

TO COMMISSIONER OF THE TEXAS
THE GENERAL LAND OFFICE
ORDER P O BOX 12873
OF AUSTIN TX 78711-2873

U.S. Bank

⑈ 1000094513 ⑈

PLEASE DETACH AT PERFORATION ABOVE

RESOLUTE NATURAL RESOURCES

PLEASE DETACH AT PERFORATION ABOVE

Resolute

1700 Lincoln Street
Suite 2800
Denver CO 80203

Check Number 1000094513

Invoice #	Inv. Date	Description	Amount	Discount	Net Amount
06076-011315-CHKREQ	01/13/2015	DOCUMENT FEES	125.00	0.00	125.00

121

15706890

06076

Owner

Check Date: 01/15/2015

Check Amount

125.00

File No. 114155

____ County

Ltr + fees

Date Filed: 01/20/15

George P. Bush, Commissioner

By _____

AMENDMENT OF OIL AND GAS LEASE

STATE OF TEXAS)
)
COUNTY OF REEVES)

WHEREAS, on December 28, 2009, effective January 1, 2010, BARBARA H PREWIT ("Lessor"), executed an Oil, Gas and Mineral Lease (the "Lease") in favor of Petro-Hunt LLC ("Lessee"), as recorded in Volume 841, Page 53, of the Official Public Records of Real Property of Reeves County, Texas, covering 1,280.00 gross acres, more or less, described as:

Tract 1: Section 14, Block C-21, PSL Survey, containing 640 acres, more or less
Tract 2: Section 16, Block C-21, PSL Survey, containing 640 acres, more or less

WHEREAS, by that certain Assignment and Conveyance dated effective April 11, 2011, recorded in Volume 833, Page 686, of the Official Records of Real Property of Reeves County, Texas, Petro-Hunt, L.L.C., as Assignor, assigned said lands to Colt Unconventional Resources, LLC, as Assignee; and by that certain Assignment dated effective May 6, 2011, recorded in Volume 885, Page 200 of the Official Records of Real Property of Reeves County, Texas, Colt Unconventional Resources, LLC, as Assignor, assigned an undivided interest in said lands to Resolute Natural Resources Southwest, LLC ("Resolute"), as Assignee; and

WHEREAS, effective January 1, 2013, Resolute extended the primary term of the Lease from Three (3) years to Five (5) years by that certain Exercise Option to Extend Primary Term Memorandum ("Extension"), recorded in Volume 981, Page 207 of the Official Records of Real Property of Reeves County, Texas, as amended by that certain Amendment of Exercise Option to Extend Primary Term dated effective January 1, 2013, recorded in Volume 1053, Page 749, of the Official Records of Real Property of Reeves County, Texas ("Amendment") for the following lands only:

Tract 1: Section 14, Block C-21, PSL Survey, N/2 and the E/2S/2 (a/k/a SE/4), containing 480 acres, more or less
Tract 2: Section 16, Block C-21, PSL Survey, N/2 and SW/4, containing 480 acres, more or less

WHEREAS, Resolute Natural Resources Southwest, LLC and Firewheel Energy, LLC (current Lessees) desire to extend the primary term of the lease for an additional eighteen (18) months for only the lands described below:

Tract 1: Section 14, Block C-21, PSL Survey, the most Easterly 18.63 acres of the most Westerly 338.63 acres, containing 18.63 gross acres, more or less
Tract 2: Section 16, Block C-21, PSL Survey, W/2, containing 320 gross acres, more or less

WHEREAS, the Lessor and Lessees have agreed to strike the following language in Paragraph 1 of the original Lease:

"Each of the above separate two (2) tracts of land are a separate Oil and Gas Lease for all purposes, and subject to the provision hereof."

NOW, THEREFORE, for and in consideration of the premises and the sum of One Hundred Dollars (\$100) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Lessor does hereby grant Lessees an extension of the primary term an additional eighteen (18) months, from January 1, 2015 to July 1, 2016 for only the following lands

Tract 1: Section 14, Block C-21, PSL Survey, the most Easterly 18.63 acres of the most Westerly 338.63 acres, containing 18.63 gross acres, more or less
Tract 2: Section 16, Block C-21, PSL Survey, W/2, containing 320 gross acres, more or less

NOW, THEREFORE, Lessor and Lessees further agree that the following language is hereby stricken in the Lease:

"Each of the above separate two (2) tracts of land are a separate Oil and Gas Lease for all purposes, and subject to the provision hereof."

Except as expressly amended herein, the Lease shall continue in force as originally written and Lessor agrees to ratify, confirm and adopt the Lease, as amended hereby, and does further grant, lease, let and demise unto Resolute Natural Resources Southwest LLC and Firewheel Energy, LLC, their successors and assigns, all the land described in the Lease, together with all rights thereunder, under the same terms and conditions contained in the Lease, except as amended herein.

The provisions hereof shall extend to and be binding upon the heirs, legal representatives, successors, and assigns of the parties hereto.



True and Correct
copy of
Original filed in
Reeves County
Clerks Office

IN WITNESS WHEREOF this instrument is executed and effective as of the acknowledgement dates.

LESSOR:

LESSEES:

RESOLUTE NATURAL RESOURCES
SOUTHWEST, LLC

Barbara H. Prewit
Barbara H. Prewit

Bill Alleman
Bill Alleman, Vice President - Land

FIREWHEEL ENERGY, LLC

Alan J. Brown
Alan J. Brown, Senior Vice President

ACKNOWLEDGEMENTS

STATE OF COLORADO)
CITY & COUNTY OF DENVER)

On this 17th day of July, 2014, before me personally appeared **BILL ALLEMAN**, to me known to be the VICE PRESIDENT - LAND of Resolute Natural Resources Southwest, LLC, the limited liability company that executed the within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said limited liability company, for the uses and purposes therein mentioned, and on oath stated that they were authorized to execute said instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year herein first so above written.

My commission Expires: April 30, 2015

Erin K. Pettigrew
Erin K Pettigrew, Notary Public in and for the State of Colorado

ERIN K PETTIGREW
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 19904002951
MY COMMISSION EXPIRES 04/30/2015

STATE OF TEXAS)
COUNTY OF MIDLAND)

On this 6th day of October, 2014, before me personally appeared **ALAN J. BROWN**, to me known to be the SENIOR VICE PRESIDENT of Firewheel Energy, LLC, the limited liability company that executed the within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said limited liability company, for the uses and purposes therein mentioned, and on oath stated that they were authorized to execute said instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year herein first so above written.

My commission Expires: June 14, 2016

Benjamin R. Ryburn
Notary Public in and for the State of Texas

BENJAMIN R. RYBURN
Notary Public, State of Texas
My Commission Expires
JUNE 14, 2016

STATE OF ARKANSAS)
COUNTY OF WASHINGTON)

On this 11 day of AUGUST, 2014, before me personally appeared **BARBARA H. PREWIT**, who executed the within and foregoing instrument of writing and acknowledged to me that he/she/they did duly execute said instrument for the purposes therein expressed.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year herein first so above written.

My commission Expires: 11/06/2023

Marda R. Hatcher
Notary Public in and for the State of ARKANSAS

OFFICIAL SEAL
MARDA R. HATCHER
NOTARY PUBLIC, ARKANSAS
WASHINGTON COUNTY
COMMISSION No. 12396627
COMMISSION EXP. 11/06/2023

Inst No. 14-10176
DIANNE O. FLOREZ
COUNTY CLERK
2014 Oct 30 at 09:25 AM
REEVES COUNTY TEXAS
By: VG Maria Garcia, DEPUTY

True and Correct
copy of
Original filed in
Reeves County
Clerks Office

**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. 1118, PAGE 0487, THRU 0489.



I hereby certified on 3rd Jan 2015

DIANNE O. FLOREZ, COUNTY CLERK
REEVES COUNTY, TEXAS

BY ngimenez DEPUTY

AMENDMENT OF OIL AND GAS LEASE

STATE OF TEXAS)
)
COUNTY OF REEVES)

WHEREAS, on December 28, 2009, effective January 1, 2010, ELEANOR ELIZABETH POWELL, JOHNNIE MARIE POWELL ASHLEY, and MICA DAWN POWELL ("Lessors"), executed an Oil, Gas and Mineral Lease (the "Lease") in favor of Petro-Hunt LLC ("Lessee"), as recorded in Volume 841, Page 42, of the Official Public Records of Real Property of Reeves County, Texas, covering 1,280.00 gross acres, more or less, described as:

Tract 1: Section 14, Block C-21, PSL Survey, containing 640 acres, more or less

Tract 2: Section 16, Block C-21, PSL Survey, containing 640 acres, more or less

WHEREAS, by that certain Assignment and Conveyance dated effective April 11, 2011, recorded in Volume 833, Page 686, of the Official Records of Real Property of Reeves County, Texas, Petro-Hunt, L.L.C., as Assignor, assigned said lands to Colt Unconventional Resources, LLC, as Assignee; and by that certain Assignment dated effective May 6, 2011, recorded in Volume 885, Page 200 of the Official Records of Real Property of Reeves County, Texas, Colt Unconventional Resources, LLC, as Assignor, assigned an undivided interest in said lands to Resolute Natural Resources Southwest, LLC ("Resolute"), as Assignee; and

WHEREAS, effective January 1, 2013, Resolute extended the primary term of the Lease from Three (3) years to Five (5) years by that certain Exercise Option to Extend Primary Term Memorandum ("Extension"), recorded in Volume 981, Page 206 of the Official Records of Real Property of Reeves County, Texas, as amended by that certain Amendment of Exercise Option to Extend Primary Term dated effective January 1, 2013, recorded in Volume 1064, Page 95, of the Official Records of Real Property of Reeves County, Texas ("Amendment") for the following lands only:

Tract 1: Section 14, Block C-21, PSL Survey, N/2 and SE/4, containing 480 acres, more or less

Tract 2: Section 16, Block C-21, PSL Survey, N/2 and SW/4, containing 480 acres, more or less

WHEREAS, Resolute Natural Resources Southwest, LLC and Firewheel Energy, LLC (current Lessees) desire to extend the primary term of the lease for an additional eighteen (18) months for only the lands described below:

Tract 1: Section 14, Block C-21, PSL Survey, the most Easterly 18.63 acres of the most Westerly 338.63 acres, containing 18.63 gross acres, more or less

Tract 2: Section 16, Block C-21, PSL Survey, W/2, containing 320 gross acres, more or less

WHEREAS, the Lessor and Lessees have agreed to strike the following language in Paragraph 1 of the original Lease:

"Each of the above separate two (2) tracts of land are a separate Oil and Gas Lease for all purposes, and subject to the provision hereof."

NOW, THEREFORE, for and in consideration of the premises and the sum of One Hundred Dollars (\$100) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Lessor does hereby grant Lessees an extension of the primary term an additional eighteen (18) months, from January 1, 2015 to July 1, 2016 for only the following lands

Tract 1: Section 14, Block C-21, PSL Survey, the most Easterly 18.63 acres of the most Westerly 338.63 acres, containing 18.63 gross acres, more or less

Tract 2: Section 16, Block C-21, PSL Survey, W/2, containing 320 gross acres, more or less

NOW, THEREFORE, Lessor and Lessees further agree that the following language is hereby stricken in the Lease:

"Each of the above separate two (2) tracts of land are a separate Oil and Gas Lease for all purposes, and subject to the provision hereof."

Except as expressly amended herein, the Lease shall continue in force as originally written and Lessor agrees to ratify, confirm and adopt the Lease, as amended hereby, and does further grant, lease, let and demise unto Resolute Natural Resources Southwest LLC and Firewheel Energy, LLC, their successors and assigns, all the land described in the Lease, together with all rights thereunder, under the same terms and conditions contained in the Lease, except as amended herein.

The provisions hereof shall extend to and be binding upon the heirs, legal representatives, successors, and assigns of the parties hereto.

This document may be executed in any number of counterparts and by different parties in separate counterparts. Each counterpart when so executed shall be deemed an original and all of which together shall constitute the same document.



True and Correct
copy of
Original filed in
Reeves County
Clarks Office

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IN WITNESS WHEREOF this instrument is executed and effective as of the acknowledgement dates.

LESSORS:

BERNADETTE MARY KIELY, successor in interest to
ELEANOR ELIZABETH POWELL

JOHNNIE MARIE POWELL ASHLEY

Mica Powell Hopkins
MICA POWELL HOPKINS (fka Mica Dawn Powell)

LESSEES:

RESOLUTE NATURAL RESOURCES
SOUTHWEST, LLC

Bill Alleman
Bill Alleman, Vice President – Land

FIREWHEEL ENERGY, LLC

Alan J. Brown
Alan J. Brown, Senior Vice President

ACKNOWLEDGEMENTS

STATE OF COLORADO)
CITY & COUNTY OF DENVER)

The foregoing instrument was acknowledged before me on 17th day of JULY, 2014, by Bill Alleman as Vice President – Land for RESOLUTE NATURAL RESOURCES SOUTHWEST, LLC on behalf of said limited liability company.

My Commission expires: 04/30/2015

Erin K. Pettigrew
Notary Public, State of Colorado

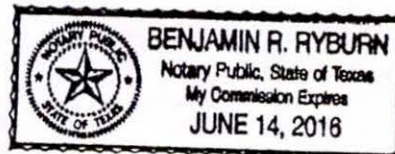
ERIN K PETTIGREW
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 19904002951
MY COMMISSION EXPIRES 04/30/2015

STATE OF TEXAS)
COUNTY OF MIDLAND)

The foregoing instrument was acknowledged before me on 6th day of October, 2014, by Alan J. Brown as Senior Vice President for FIREWHEEL ENERGY, LLC on behalf of said limited liability company.

My Commission expires: June 14, 2014

Ben R. Ryburn
Notary Public, State of Texas



STATE OF OREGON)
COUNTY OF)

On this _____ day of _____, 2014, before me personally appeared BERNADETTE MARY KIELY, who executed the within and foregoing instrument of writing and acknowledged to me that he/she/they did duly execute said instrument for the purposes therein expressed.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year herein first so above written.

My commission Expires: _____

Notary Public in and for the State of Oregon

STATE OF TEXAS)
COUNTY OF)

On this _____ day of _____, 2014, before me personally appeared JOHNNIE MARIE POWELL ASHLEY, who executed the within and foregoing instrument of writing and acknowledged to me that he/she/they did duly execute said instrument for the purposes therein expressed.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year herein first so above written.

My commission Expires: _____

Notary Public in and for the State of Texas



True and Correct
copy of
Original filed in
Reeves County
Clerks Office

STATE OF TEXAS

COUNTY OF

Dallas

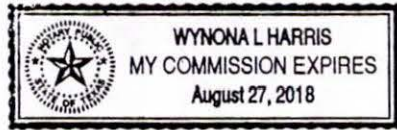
On this 5 day of AUGUST, 2014, before me personally appeared MICA POWELL HOPKINS, who executed the within and foregoing instrument of writing and acknowledged to me that ~~he~~/she/~~they~~ did duly execute said instrument for the purposes therein expressed.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year herein first so above written.

My commission Expires:

08/27/2018

Wynona L. Harris
Notary Public in and for the State of Texas



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Inst No. 14-10177
DIANNE O. FLOREZ
COUNTY CLERK
2014 Oct 30 at 09:25 AM
REEVES COUNTY, TEXAS

By: VG [Signature] DEPUTY



True and Correct
copy of
Original filed in
Reeves County
Clerks Office

**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. 1118, PAGE 0489 THRU 0491.



I hereby certified on 3rd Jan 2015

DIANNE O. FLOREZ, COUNTY CLERK
REEVES COUNTY, TEXAS

BY [Signature] DEPUTY

AMENDMENT OF OIL AND GAS LEASE

STATE OF TEXAS)
)
COUNTY OF REEVES)

WHEREAS, on December 28, 2009, effective January 1, 2010, ELEANOR ELIZABETH POWELL, JOHNNIE MARIE POWELL ASHLEY, and MICA DAWN POWELL ("Lessors"), executed an Oil, Gas and Mineral Lease (the "Lease") in favor of Petro-Hunt LLC ("Lessee"), as recorded in Volume 841, Page 42, of the Official Public Records of Real Property of Reeves County, Texas, covering 1,280.00 gross acres, more or less, described as:

Tract 1: Section 14, Block C-21, PSL Survey, containing 640 acres, more or less
Tract 2: Section 16, Block C-21, PSL Survey, containing 640 acres, more or less

WHEREAS, by that certain Assignment and Conveyance dated effective April 11, 2011, recorded in Volume 833, Page 686, of the Official Records of Real Property of Reeves County, Texas, Petro-Hunt, L.L.C., as Assignor, assigned said lands to Colt Unconventional Resources, LLC, as Assignee; and by that certain Assignment dated effective May 6, 2011, recorded in Volume 885, Page 200 of the Official Records of Real Property of Reeves County, Texas, Colt Unconventional Resources, LLC, as Assignor, assigned an undivided interest in said lands to Resolute Natural Resources Southwest, LLC ("Resolute"), as Assignee; and

WHEREAS, effective January 1, 2013, Resolute extended the primary term of the Lease from Three (3) years to Five (5) years by that certain Exercise Option to Extend Primary Term Memorandum ("Extension"), recorded in Volume 981, Page 206 of the Official Records of Real Property of Reeves County, Texas, as amended by that certain Amendment of Exercise Option to Extend Primary Term dated effective January 1, 2013, recorded in Volume 1064, Page 95, of the Official Records of Real Property of Reeves County, Texas ("Amendment") for the following lands only:

Tract 1: Section 14, Block C-21, PSL Survey, N/2 and SE/4, containing 480 acres, more or less
Tract 2: Section 16, Block C-21, PSL Survey, N/2 and SW/4, containing 480 acres, more or less

WHEREAS, Resolute Natural Resources Southwest, LLC and Firewheel Energy, LLC (current Lessees) desire to extend the primary term of the lease for an additional eighteen (18) months for only the lands described below:

Tract 1: Section 14, Block C-21, PSL Survey, the most Easterly 18.63 acres of the most Westerly 338.63 acres, containing 18.63 gross acres, more or less
Tract 2: Section 16, Block C-21, PSL Survey, W/2, containing 320 gross acres, more or less

WHEREAS, the Lessor and Lessees have agreed to strike the following language in Paragraph 1 of the original Lease:

"Each of the above separate two (2) tracts of land are a separate Oil and Gas Lease for all purposes, and subject to the provision hereof."

NOW, THEREFORE, for and in consideration of the premises and the sum of One Hundred Dollars (\$100) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Lessor does hereby grant Lessees an extension of the primary term an additional eighteen (18) months, from January 1, 2015 to July 1, 2016 for only the following lands

Tract 1: Section 14, Block C-21, PSL Survey, the most Easterly 18.63 acres of the most Westerly 338.63 acres, containing 18.63 gross acres, more or less
Tract 2: Section 16, Block C-21, PSL Survey, W/2, containing 320 gross acres, more or less

NOW, THEREFORE, Lessor and Lessees further agree that the following language is hereby stricken in the Lease:

"Each of the above separate two (2) tracts of land are a separate Oil and Gas Lease for all purposes, and subject to the provision hereof."

Except as expressly amended herein, the Lease shall continue in force as originally written and Lessor agrees to ratify, confirm and adopt the Lease, as amended hereby, and does further grant, lease, let and demise unto Resolute Natural Resources Southwest LLC and Firewheel Energy, LLC, their successors and assigns, all the land described in the Lease, together with all rights thereunder, under the same terms and conditions contained in the Lease, except as amended herein.

The provisions hereof shall extend to and be binding upon the heirs, legal representatives, successors, and assigns of the parties hereto.

This document may be executed in any number of counterparts and by different parties in separate counterparts. Each counterpart when so executed shall be deemed an original and all of which together shall constitute the same document.



IN WITNESS WHEREOF this instrument is executed and effective as of the acknowledgement dates.

LESSORS:

LESSEES:

RESOLUTE NATURAL RESOURCES
SOUTHWEST, LLC

BERNADETTE MARY KIELY, successor in interest to
ELEANOR ELIZABETH POWELL

Bill Alleman, Vice President - Land

JOHNNIE MARIE POWELL ASHLEY

FIREWHEEL ENERGY, LLC

MICA POWELL HOPKINS (fka Mica Dawn Powell)

Alan J. Brown, Senior Vice President

ACKNOWLEDGEMENTS

STATE OF COLORADO)
CITY & COUNTY OF DENVER)

The foregoing instrument was acknowledged before me on 17th day of JULY, 2014, by Bill Alleman as Vice President - Land for RESOLUTE NATURAL RESOURCES SOUTHWEST, LLC on behalf of said limited liability company.

My Commission expires: 04/30/2015

Notary Public, State of Colorado

STATE OF TEXAS)
COUNTY OF MIDLAND)

The foregoing instrument was acknowledged before me on 6th day of October, 2014, by Alan J. Brown as Senior Vice President for FIREWHEEL ENERGY, LLC on behalf of said limited liability company.

My Commission expires: June 14, 2016

Notary Public, State of Texas

STATE OF OREGON)
COUNTY OF)

On this _____ day of _____, 2014, before me personally appeared BERNADETTE MARY KIELY, who executed the within and foregoing instrument of writing and acknowledged to me that he/she/they did duly execute said instrument for the purposes therein expressed.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year herein first so above written.

My commission Expires: _____

Notary Public in and for the State of Oregon

STATE OF TEXAS)
COUNTY OF Collin)

On this 5th day of August, 2014, before me personally appeared JOHNNIE MARIE POWELL ASHLEY, who executed the within and foregoing instrument of writing and acknowledged to me that he/she/they did duly execute said instrument for the purposes therein expressed.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year herein first so above written.

My commission Expires: 2-10-2018

Notary Public in and for the State of Texas



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

STATE OF TEXAS)
COUNTY OF _____)

On this _____ day of _____, 2014, before me personally appeared MICA POWELL HOPKINS, who executed the within and foregoing instrument of writing and acknowledged to me that ~~he/she/they~~ did ~~duly~~ execute said instrument for the purposes therein expressed.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year herein first so above written.

My commission Expires: _____

Notary Public in and for the State of Texas

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Inst No. 14-10178
DIANNE O. FLOREZ
COUNTY CLERK
2014 Oct 30 at 09:25 AM
REEVES COUNTY, TEXAS

By: VG *[Signature]* DEPUTY



**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. 1118, PAGE 0492 THRU 0494.

I hereby certified on 3rd Jan 2015



DIANNE O. FLOREZ, COUNTY CLERK
REEVES COUNTY, TEXAS

BY M. Giner DEPUTY

AMENDMENT OF OIL AND GAS LEASE

STATE OF TEXAS)
)
COUNTY OF REEVES)

WHEREAS, on December 28, 2009, effective January 1, 2010, ELEANOR ELIZABETH POWELL, JOHNNIE MARIE POWELL ASHLEY, and MICA DAWN POWELL ("Lessors"), executed an Oil, Gas and Mineral Lease (the "Lease") in favor of Petro-Hunt LLC ("Lessee"), as recorded in Volume 841, Page 42, of the Official Public Records of Real Property of Reeves County, Texas, covering 1,280.00 gross acres, more or less, described as:

Tract 1: Section 14, Block C-21, PSL Survey, containing 640 acres, more or less
Tract 2: Section 16, Block C-21, PSL Survey, containing 640 acres, more or less

WHEREAS, by that certain Assignment and Conveyance dated effective April 11, 2011, recorded in Volume 833, Page 686, of the Official Records of Real Property of Reeves County, Texas, Petro-Hunt, L.L.C., as Assignor, assigned said lands to Colt Unconventional Resources, LLC, as Assignee; and by that certain Assignment dated effective May 6, 2011, recorded in Volume 885, Page 200 of the Official Records of Real Property of Reeves County, Texas, Colt Unconventional Resources, LLC, as Assignor, assigned an undivided interest in said lands to Resolute Natural Resources Southwest, LLC ("Resolute"), as Assignee; and

WHEREAS, effective January 1, 2013, Resolute extended the primary term of the Lease from Three (3) years to Five (5) years by that certain Exercise Option to Extend Primary Term Memorandum ("Extension"), recorded in Volume 981, Page 206 of the Official Records of Real Property of Reeves County, Texas, as amended by that certain Amendment of Exercise Option to Extend Primary Term dated effective January 1, 2013, recorded in Volume 1064, Page 95, of the Official Records of Real Property of Reeves County, Texas ("Amendment") for the following lands only:

Tract 1: Section 14, Block C-21, PSL Survey, N/2 and SE/4, containing 480 acres, more or less
Tract 2: Section 16, Block C-21, PSL Survey, N/2 and SW/4, containing 480 acres, more or less

WHEREAS, Resolute Natural Resources Southwest, LLC and Firewheel Energy, LLC (current Lessees) desire to extend the primary term of the lease for an additional eighteen (18) months for only the lands described below:

Tract 1: Section 14, Block C-21, PSL Survey, the most Easterly 18.63 acres of the most Westerly 338.63 acres, containing 18.63 gross acres, more or less
Tract 2: Section 16, Block C-21, PSL Survey, W/2, containing 320 gross acres, more or less

WHEREAS, the Lessor and Lessees have agreed to strike the following language in Paragraph 1 of the original Lease:

"Each of the above separate two (2) tracts of land are a separate Oil and Gas Lease for all purposes, and subject to the provision hereof."

NOW, THEREFORE, for and in consideration of the premises and the sum of One Hundred Dollars (\$100) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Lessor does hereby grant Lessees an extension of the primary term an additional eighteen (18) months, from January 1, 2015 to July 1, 2016 for only the following lands

Tract 1: Section 14, Block C-21, PSL Survey, the most Easterly 18.63 acres of the most Westerly 338.63 acres, containing 18.63 gross acres, more or less
Tract 2: Section 16, Block C-21, PSL Survey, W/2, containing 320 gross acres, more or less

NOW, THEREFORE, Lessor and Lessees further agree that the following language is hereby stricken in the Lease:

"Each of the above separate two (2) tracts of land are a separate Oil and Gas Lease for all purposes, and subject to the provision hereof."

Except as expressly amended herein, the Lease shall continue in force as originally written and Lessor agrees to ratify, confirm and adopt the Lease, as amended hereby, and does further grant, lease, let and demise unto Resolute Natural Resources Southwest LLC and Firewheel Energy, LLC, their successors and assigns, all the land described in the Lease, together with all rights thereunder, under the same terms and conditions contained in the Lease, except as amended herein.

The provisions hereof shall extend to and be binding upon the heirs, legal representatives, successors, and assigns of the parties hereto.

This document may be executed in any number of counterparts and by different parties in separate counterparts. Each counterpart when so executed shall be deemed an original and all of which together shall constitute the same document.



IN WITNESS WHEREOF this instrument is executed and effective as of the acknowledgement dates.

LESSORS:

Bernadette Mary Kiely
BERNADETTE MARY KIELY, successor in interest to
ELEANOR ELIZABETH POWELL

LESSEES:

RESOLUTE NATURAL RESOURCES
SOUTHWEST, LLC

Bill Alleman
Bill Alleman, Vice President - Land

JOHNNIE MARIE POWELL ASHLEY

FIREWHEEL ENERGY, LLC

MICA POWELL HOPKINS (fka Mica Dawn Powell)

Alan J. Brown
Alan J. Brown, Senior Vice President

ACKNOWLEDGEMENTS

STATE OF COLORADO)
CITY & COUNTY OF DENVER)

The foregoing instrument was acknowledged before me on 17th day of July, 2014, by Bill Alleman as Vice President - Land for RESOLUTE NATURAL RESOURCES SOUTHWEST, LLC on behalf of said limited liability company.

My Commission expires: 04/30/15

Erin K Pettigrew
Notary Public, State of Colorado

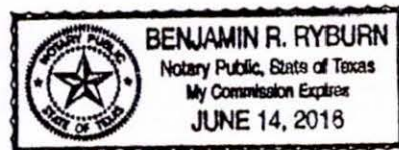
ERIN K PETTIGREW
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 19904002951
MY COMMISSION EXPIRES 04/30/2015

STATE OF TEXAS)
COUNTY OF MIDLAND)

The foregoing instrument was acknowledged before me on 6th day of October, 2014, by Alan J. Brown as Senior Vice President for FIREWHEEL ENERGY, LLC on behalf of said limited liability company.

My Commission expires: June 14, 2016

Ben R Ryburn
Notary Public, State of Texas



STATE OF OREGON)
COUNTY OF Washington)

On this 7th day of August, 2014, before me personally appeared BERNADETTE MARY KIELY, who executed the within and foregoing instrument of writing and acknowledged to me that he/she/they did duly execute said instrument for the purposes therein expressed.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year herein first so above written.

My commission Expires: 04/07/2018

Steph Davis
Notary Public in and for the State of Oregon

STATE OF TEXAS)
COUNTY OF _____)

On this _____ day of _____, 2014, before me personally appeared JOHNNIE MARIE POWELL ASHLEY, who executed the within and foregoing instrument of writing and acknowledged to me that he/she/they did duly execute said instrument for the purposes therein expressed.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year herein first so above written.

My commission Expires: _____

Notary Public in and for the State of Texas



STATE OF TEXAS)
)
COUNTY OF _____)

On this _____ day of _____, 2014, before me personally appeared MICA POWELL HOPKINS, who executed the within and foregoing instrument of writing and acknowledged to me that he/she/they did duly execute said instrument for the purposes therein expressed.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year herein first so above written.

My commission Expires: _____

Notary Public in and for the State of Texas

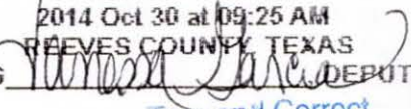
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Inst No. 14-10179
DIANNE O. FLOREZ
COUNTY CLERK
2014 Oct 30 at 09:25 AM
REEVES COUNTY, TEXAS

By: VG  DEPUTY

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Original filed in
Reeves County
Clerks Office



File No. 114155
County _____
Amendment
Date Filed: 01/20/15
George P. Bush, Commissioner
By _____

**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. 1118, PAGE 0495 THRU 0497.

I hereby certified on 3rd Jan 2015
DIANNE O. FLOREZ, COUNTY CLERK
REEVES COUNTY, TEXAS
BY n. Girmen DEPUTY



Exhibit "A"

<i>GLO ID</i>		<i>County</i>	<i>Lease</i>
9322	Reeves		MF114155
9322	Reeves		MF114156

Tuesday, April 28, 2015

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, STIPULATION OF INTEREST AND CROSS CONVEYANCE

WHEREAS, effective April 29, 2011, Resolute Natural Resources Southwest, LLC ("Resolute") and Colt Unconventional Resources, LLC ("Colt"), entered into that certain Exploration and Development Agreement ("E&DA"); and

WHEREAS, by that certain Conveyance dated effective March 1, 2014, recorded in Volume 1060, at Page 698 of the Official Public Records of Real Property of Reeves County, Texas, Colt conveyed to FireWheel Energy, LLC ("FireWheel") all of its undivided right, title and interest in and to the E&DA and the Leases and Lands subject to the E&DA; and

WHEREAS, Resolute and FireWheel desire to accurately reflect their respective ownership interests in and to the Leases and Lands set forth on Exhibit A, attached hereto and made a part hereof, including any and all amendments and options thereto;

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the undersigned do hereby stipulate and agree, and do hereby grant, bargain, sell, quitclaim, and convey, each unto the other, any interest they may own in and to the oil, gas and other minerals underlying the Leases and Lands described on Exhibit A, attached hereto and made a part hereof, so as to effectuate ownership in said Leases and Lands, as follows:

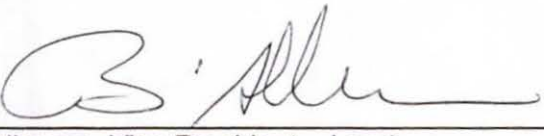
Resolute Natural Resources Southwest, LLC	51.00%
FireWheel Energy, LLC	49.00%

This Assignment, Stipulation of Interest and Cross Conveyance ("Assignment") shall be binding upon the parties hereto, their respective heirs, devisees, personal representatives, successors and assigns.

This Assignment may be executed in any number of counterparts and each such counterpart shall be effective as to each party that executes the same whether or not all of parties execute the same counterpart. If counterparts of this Assignment are executed, the signature pages from various counterparts may be combined into one composite instrument for all purposes. All counterparts together shall constitute only one Assignment, but each counterpart shall be considered an original.

Each of the parties hereby executes this Assignment on the date(s) set forth below; however, this Assignment is effective for all purposes as of **March 1, 2014** ("Effective Date").

RESOLUTE NATURAL RESOURCES SOUTHWEST, LLC

By: 
Bill Alleman, Vice President - Land

FIREWHEEL ENERGY, LLC

By: 
Kyle M. Hammond, Chief Executive Officer



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Clerks Office

ACKNOWLEDGEMENTS

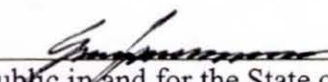
STATE OF COLORADO)
)
CITY & COUNTY OF DENVER)

This instrument was acknowledged before me on this 8th day of October, 2014 by Bill Alleman, Vice President – Land, Resolute Natural Resources Southwest, LLC, a Delaware limited liability company, on behalf of said limited liability company.

WITNESS my hand and official seal.

My Commission expires: 8/19/2017





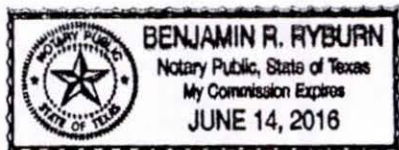
Notary Public in and for the State of Colorado

STATE OF TEXAS)
)
COUNTY OF MIDLAND)

This instrument was acknowledged before me on this 14th day of October, 2014 by Kyle M. Hammond, as Chief Executive Officer of FireWheel Energy, LLC, a Delaware limited liability company, on behalf of said limited liability company.

WITNESS my hand and official seal.

My Commission expires:





Notary Public in and for the State of Texas

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Exhibit A
to that certain Correction Assignment and Bill of Sale effective March 1, 2014
between Colt Unconventional Resources, LLC, as Grantor, and
Firewheel Energy, LLC, as Grantee

RSW Lease No.	Lessor	Lessee	Legal Description	Lease Date	Recording Info L = Lease M = Memorandum O = Option A = Amendment
TX00953.001	Kevin Louis Roberson	Petro-Hunt, L.L.C.	Block C-21, Public School Land Survey Sec 2: All, LESS AND EXCEPT the lands and depths described on Exhibit A-1 attached hereto Sec 14: All MF-114155 Sec 16: All MF-114156	08/28/08	L - Vol 806 / Pg 189 A - Vol 991 / Pg 449
TX00953.002	Kimberly Roberson Reynolds	Petro-Hunt, L.L.C.	Block C-21, Public School Land Survey Sec 2: All, LESS AND EXCEPT the lands and depths described on Exhibit A-1 attached hereto Sec 14: All Sec 16: All	08/28/08	L - Vol 806 / Pg 186 A - Vol 991 / Pg 451
TX00953.003	Tera Burkholder King	Petro-Hunt, L.L.C.	Block C-21, Public School Land Survey Sec 2: All, LESS AND EXCEPT the lands and depths described on Exhibit A-1 attached hereto Sec 14: All Sec 16: All	08/28/08	L - Vol 806 / Pg 183 A - Vol 993 / Pg 92
TX00953.004	Tiffani Burkholder	Petro-Hunt, L.L.C.	Block C-21, Public School Land Survey Sec 2: All, LESS AND EXCEPT the lands and depths described on Exhibit A-1 attached hereto Sec 14: All Sec 16: All	08/28/08	Lease Vol 806 / Pg 180 A - Vol 993 / Pg 94
TX00953.005	Dela Minerals Inc	Petro-Hunt, L.L.C.	Block C-21, Public School Land Survey Sec 2: All, LESS AND EXCEPT the lands and depths described on Exhibit A-1 attached hereto Sec 14: All Sec 16: All	12/17/08	L - Vol 816 / Pg 56 A - Vol 988 / Pg 357



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TX00953.006	Douglas Earl Bell	Petro-Hunt, L.L.C.	Block C-21, Public School Land Survey Sec 2: All, LESS AND EXCEPT the lands and depths described on Exhibit A-1 attached hereto Sec 14: All Sec 16: All	09/23/10	L - Vol 851 / Pg 222 O - Vol 1021 / Pg 548
TX00953.009	Barbara H Prewit	Petro-Hunt, L.L.C.	Block C-21, Public School Land Survey Sec 14: All Sec 16: All	01/01/10	L - Vol 841 / Pg 53 O - Vol 981 / Pg 207
TX00953.010	Johnnie Marie Powell Ashley	Petro-Hunt, L.L.C.	Block C-21, Public School Land Survey Sec 14: All Sec 16: All	01/01/10	L - Vol 841 / Pg 42 O - Vol 981 / Pg 206
TX00953.011	Eleanor Elizabeth Powell	Petro-Hunt, L.L.C.	Block C-21, Public School Land Survey Sec 14: All Sec 16: All	01/01/10	L - Vol 841 / Pg 31 O - Vol 981 / Pg 206
TX00953.012	Mica Dawn Powell	Petro-Hunt, L.L.C.	Block C-21, Public School Land Survey Sec 14: All Sec 16: All	01/01/10	L - Vol 841 / Pg 20 O - Vol 981 / Pg 206
TX00953.013	Barbara H Prewit	Petro-Hunt, L.L.C.	Block C-21, Public School Land Survey MF-114154 Sec 2: All, LESS AND EXCEPT the lands and depths described on Exhibit A-1 attached hereto	01/01/10	L - Vol 841 / Pg 47 O - Vol 981 / Pg 214
TX00953.014	Johnnie Marie Powell Ashley	Petro-Hunt, L.L.C.	Block C-21, Public School Land Survey Sec 2: All, LESS AND EXCEPT the lands and depths described on Exhibit A-1 attached hereto	01/01/10	L - Vol 841 / Pg 36 O - Vol 981 / Pg 208
TX00953.015	Eleanor Elizabeth Powell	Petro-Hunt, L.L.C.	Block C-21, Public School Land Survey Sec 2: All, LESS AND EXCEPT the lands and depths described on Exhibit A-1 attached hereto	01/01/10	L - Vol 841 / Pg 25 O - Vol 981 / Pg 208
TX00953.016	Mica Dawn Powell	Petro-Hunt, L.L.C.	Block C-21, Public School Land Survey Sec 2: All, LESS AND EXCEPT the lands and depths described on Exhibit A-1 attached hereto	01/01/10	L - Vol 841 / Pg 14 O - Vol 981 / Pg 208



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TX00954.000	Texas Pythian Home, Inc., by Barry Carter, Chairman of the Board	Petro-Hunt, L.L.C.	Block 55, T-3, T&P Ry Co Survey Sec 6: SW, MF-114164 Block 57, T-3, T&P Ry Co Survey Sec 48: N2, MF-114163 STATE OF TX 1/16th FREE ROYALTY LANDS	09/15/08	L - Vol 810 / Pg 263
TX00955.001	Julian Wade Meeker & Lawrence Hill Meeker, as Co-Trustees under the Will of J.R. Meeker for the lifetime benefit of L.H. Meeker	Petro-Hunt, L.L.C.	Block C-21, Public School Land Survey Sec 5: E2S3 MF-114158 Sec 17: S3 MF-114159 Sec 18: All MF-114157 STATE OF TX 1/16th FREE ROYALTY LANDS	09/12/08	L - Vol 810 / Pg 259 O - Vol 893 / Pg 830
TX00955.002	AWP 1983 Trust, by Windi Grimes, Sole Trustee	Petro-Hunt, L.L.C.	Block C-21, Public School Land Survey Sec 5: E2S3 Sec 17: S3 Sec 18: All STATE OF TX 1/16th FREE ROYALTY LANDS	09/22/08	L - Vol 812 / Pg 74 O - Vol 893 / Pg 832
TX00955.003	Meeker Investments, Inc., by J.J. Meeker, Manager	Petro-Hunt, L.L.C.	Block C-21, Public School Land Survey Sec 5: E2S3 Sec 17: S3 Sec 18: All STATE OF TX 1/16th FREE ROYALTY LANDS	09/22/08	L - Vol 812 / Pg 70 O - Vol 893 / Pg 834
TX00955.004	Charles R Meeker Trust BOA Trustee	Resolute Natural Resources Southwest LLC	Block C-21, Public School Land Survey Sec 18: W2 MF-114157	02/06/09	L - Vol 821 / Pg 427
TX00955.005	Charles R Meeker Trust BOA Trustee	Resolute Natural Resources Southwest LLC	Block C-21, Public School Land Survey Sec 5: E2S3 MF-114158	12/06/12	L - Vol 991 / Pg 453



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TX00956.000	Spindletop Exploration Company, Inc., by Joseph V. Hughes, Jr., as President	Petro-Hunt, L.L.C.	Block C-21, Public School Land Survey Sec 13: SW	10/01/08	L - Vol 812 / Pg 40
TX00957.000	W.W. Oatman, et al	Petro-Hunt, L.L.C.	Block 54, T-5, T&P Ry Co Survey Sec 8: W2, SE <i>MF-109915</i>	09/24/08	L - Vol 804 / Pg 382
TX00958.005	Lomoco, Inc.	Capital Land Services Inc	Block 54, T-5, T&P Ry Co Survey Sec 4: E2, W2SW	11/17/11	L - Vol 924 / Pg 279
TX00958.006	Lewis N White Jr	Capital Land Services Inc	Block 54, T-5, T&P Ry Co Survey Sec 4: E2, W2SW	10/17/11	M - Vol 910 / Pg 641
TX00958.007	JP Morgan Chase Bank NA, Agent of the John H Duncan Jr Separate Property Agency & JP Morgan Chase Bank NA, Agent of the Jeaneane Duncan 1988 Grantor Trust Agency	Resolute Natural Resources Southwest LLC	Block 54, T-5, T&P Ry Co Survey Sec 4: E2, W2SW	04/04/12	M - Vol 940 / Pg 525
TX00958.009	Charles W Duncan III 1979 Trust, Charles W Duncan III & Robert J Faust Trustees & Mary Anne Duncan 1979 Trust, Charles W Duncan III & Robert J Faust Trustees	Resolute Natural Resources Southwest LLC	Block 54, T-5, T&P Ry Co Survey Sec 4: E2, W2SW	02/22/12	M - Vol 981 / Pg 220
TX00959.001	Gwendolyn B Geltemeyer	Petro-Hunt, L.L.C.	Block C-21, Public School Land Survey Sec 13: N2SE	03/21/09	L - Vol 821 / Pg 236 O - Vol 933 / Pg 534
TX00959.002	Sharon B St Clair	Petro-Hunt, L.L.C.	Block C-21, Public School Land Survey Sec 13: N2SE	03/21/09	L - Vol 821 / Pg 245 O - Vol 933 / Pg 536
TX00961.001	Martin E. Auerbach, Trustee of The John C. Tatum III 1989 Trust and The Thomas Lewis Tatum 1990 Trust	Heck Exploration Company, Inc.	Block C-21, Public School Land Survey Sec 4: W2, SE	09/06/06	L - Vol 744 / Pg 314



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TX00961.002	Anne Lewis David, William H. Gibbons, Joan P. David, Lewis N. Gibbons, and Betty Gibbons	Heck Exploration Company, Inc.	Block C-21, Public School Land Survey Sec 4: W2, SE	05/31/06	L - Vol 739 / Pg 663
TX00961.003	John S. Young, Jr.	Heck Exploration Company, Inc.	Block C-21, Public School Land Survey Sec 4: W2, SE	06/13/06	L - Vol 737 / Pg 387
TX00961.004	Susan Levanas	Heck Exploration Company, Inc.	Block C-21, Public School Land Survey Sec 4: W2, SE	05/31/06	L - Vol 735 / Pg 784
TX00961.005	Anne Young	Heck Exploration Company, Inc.	Block C-21, Public School Land Survey Sec 4: W2, SE	05/31/06	L - Vol 734 / Pg 514
TX00961.006	Lee Daniel Newbury	Heck Exploration Company, Inc.	Block C-21, Public School Land Survey Sec 4: W2, SE	08/04/08	L - Vol 804 / Pg 52
TX00961.007	Betty Newbury Turnbull	Heck Exploration Company, Inc.	Block C-21, Public School Land Survey Sec 4: W2, SE	08/29/08	L - Vol 804 / Pg 46
TX00961.008	Willie Ann Lansing	Heck Exploration Company, Inc.	Block C-21, Public School Land Survey Sec 4: W2, SE	08/04/08	L - Vol 804 / Pg 43
TX00961.009	Maynard L. Sowell	Petro-Hunt, L.L.C.	Block C-21, Public School Land Survey Sec 4: W2, SE	04/09/09	L - Vol 821 / Pg 201



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TX00961.010	Billie Sue McCray	Petro-Hunt, L.L.C.	Block C-21, Public School Land Survey Sec 4: W2, SE	04/09/09	L - Vol 821 / Pg 198
TX00961.011	Betty Jo Collum Corley and Horace Aubrey Corley	Petro-Hunt, L.L.C.	Block C-21, Public School Land Survey Sec 4: W2, SE	05/04/09	L - Vol 821 / Pg 470
TX00961.012	Lee Usnick	Permian Basin Land Associates Inc	Block C-21, Public School Land Survey Sec 4: W2, SE	05/13/11	L - Vol 885 / Pg 729
TX00961.013	Bryan Jordan	Permian Basin Land Associates Inc	Block C-21, Public School Land Survey Sec 4: W2, SE	05/13/11	L - Vol 885 / Pg 733
TX00961.014	Thomas Buckley	Permian Basin Land Associates Inc	Block C-21, Public School Land Survey Sec 4: W2, SE	06/01/11	L - Vol 885 / Pg 739
TX00961.015	James J Buckley	Permian Basin Land Associates Inc	Block C-21, Public School Land Survey Sec 4: W2, SE	06/01/11	L - Vol 885 / Pg 736
TX00961.016	Christine C Buckley	Permian Basin Land Associates Inc	Block C-21, Public School Land Survey Sec 4: W2, SE	06/01/11	L - Vol 899 / Pg 196
TX00961.017	Norma Williams Trust Agrmt	Permian Basin Land Associates Inc	Block C-21, Public School Land Survey Sec 4: W2, SE	08/15/11	L - Vol 899 / Pg 199



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TX00961.018	Martin Curran	Permian Basin Land Associates Inc	Block C-21, Public School Land Survey Sec 4: W2, SE	05/20/11	L - Vol 928 / Pg 699
TX00961.019	Eric Rodney Nunley Management Trust	Permian Basin Land Associates Inc	Block C-21, Public School Land Survey Sec 4: W2, SE	05/15/11	L - Vol 942 / Pg 692
TX00961.020	Rebecca Butler, Ind & Exec James Maurice Butler Estate	Permian Basin Land Associates Inc	Block C-21, Public School Land Survey Sec 4: W2, SE	05/15/11	L - Vol 945 / Pg 603
TX00963.000	H. L. Hawkins, Jr., Inc.	Petro-Hunt, L.L.C.	Block C-21, Public School Land Survey Sec 5: N2, N3SE MF-114491	12/18/08	L - Vol 814 / Pg 641 O = Vol 1005 / Pg 602
TX00966.000	Eugene Marcus Johnson	Petro-Hunt, L.L.C.	Block C-21, Public School Land Survey Sec 15: All of middle 1/3rd of E 3/7ths	02/16/09	L - Vol 816 / Pg 682
TX00968.001	Allan L Newsom et al	Petro-Hunt, L.L.C.	Block C-21, Public School Land Survey Sec 12: All	02/06/09	L - Vol 817 / Pg 696 O - Vol 933 / Pg 528
TX00968.002	Karen D. Funk	Petro-Hunt, L.L.C.	Block C-21, Public School Land Survey Sec 12: All	05/25/10	L - Vol 859 / Pg 76
TX00969.001	Cheesman Family Oil and Gas Venture, by Dale C. Cheesman, III, Manager.	Petro-Hunt, L.L.C.	Block C-21, Public School Land Survey Sec 13: NE MF-114494 Sec 19: All MF-114493 Block 56, T-3, T&P Ry Co Survey Sec 28: NW MF-114492	10/15/08	L - Vol 817 / Pg 707 O - Vol 898 / Pg 721



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TX00969.002	John Mason Carter	Petro-Hunt, L.L.C.	Block C-21, Public School Land Survey Sec 13: NE Sec 19: All Block 56, T-3, T&P Ry Co Survey Sec 28: NW	03/13/09	L - Vol 821 / Pg 193 O - Vol 920/ Pg 675
TX00969.003	Catherine Carter Malone	Petro-Hunt, L.L.C.	Block C-21, Public School Land Survey Sec 13: NE Sec 19: All Block 56, T-3, T&P Ry Co Survey Sec 28: NW	03/13/09	L - Vol 821 / Pg 188 O - Vol 920 / Pg 677
TX00971.001	312 Corporation Inc	Petro-Hunt, L.L.C.	Block 6, H&GN Ry Co Survey Sec 6: S 480 acs Sec 7: All	03/15/09	L - Vol 821 / Pg 154 O - Vol 933 / Pg 557
TX00971.003	Blake Oil & Gas Corporation	Petro-Hunt, L.L.C.	Block 6, H&GN Ry Co Survey Sec 6: 290.166 acre tract, being the same lands more fully described in that certain Mineral Deed filed in Vol 438, Page 734 of the Deed Records of Reeves Co, TX	03/15/09	L - Vol 821 / Pg 473
TX00971.003	Blake Oil & Gas Corporation	Petro-Hunt, L.L.C.	Block C-21, Public School Land Survey, Sec 13: E2NW Block 6, H&GN Ry Co Survey, Sec 6: S 480 acres Block 6, H&GN Ry Co Survey, Sec 7: All Block 6, H&GN Ry Co Survey, Sec 6: All 290.166 acres Block 6, H&GN Ry Co Survey, Sec 9: All, L&E 80 acre Proration Unit (BELOW 7,000 FEET ONLY) Block 6, H&GN Ry Co Survey, Sec 9: 80 acre Proration Unit (BELOW 7,000 FEET ONLY)	03/15/09	L - Vol 821 / Pg 473 O - Vol 933 / Pg 559
TX00971.004	Amon G Carter Foundation	Permian Basin Land Associates Inc	Block 6, H&GN Ry Co Survey Sec 7: All	10/27/11	L - Vol 928 / Pg 681
TX00971.005	Barbara Thomas	Permian Basin Land Associates Inc	Block 6, H&GN Ry Co Survey Sec 7: All	10/27/11	L - Vol 928 / Pg 675



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TX00971.006	Bart Thomas	Permian Basin Land Associates Inc	Block 6, H&GN Ry Co Survey Sec 7: All	10/27/11	L - Vol 928 / Pg 678
TX00971.007	Beverly Ridgeway	Permian Basin Land Associates Inc	Block 6, H&GN Ry Co Survey Sec 7: All	01/10/12	L - Vol 928 / Pg 684
TX00971.008	Gretchen Vawter Brandt	Permian Basin Land Associates Inc	Block 6, H&GN Ry Co Survey Sec 7: All	01/10/12	L - Vol 928 / Pg 687
TX00971.009	James Stone Thomas	Permian Basin Land Associates Inc	Block 6, H&GN Ry Co Survey Sec 7: All	10/27/11	L - Vol 928 / Pg 690
TX00971.010	Joe H Coody, Sr.	Permian Basin Land Associates Inc	Block 6, H&GN Ry Co Survey Sec 7: All	10/27/11	L - Vol 928 / Pg 693
TX00971.011	John St. John, II	Permian Basin Land Associates Inc	Block 6, H&GN Ry Co Survey Sec 7: All	10/27/11	L - Vol 928 / Pg 696
TX00971.012	Mary L Smith	Permian Basin Land Associates Inc	Block 6, H&GN Ry Co Survey Sec 7: All	12/06/11	L - Vol 928 / Pg 702
TX00971.013	Mary Lynne Zurawel	Permian Basin Land Associates Inc	Block 6, H&GN Ry Co Survey Sec 7: All	10/27/11	L - Vol 928 / Pg 705
TX00971.014	Meredith Thomas Ellis	Permian Basin Land Associates Inc	Block 6, H&GN Ry Co Survey Sec 7: All	10/27/11	L - Vol 928 / Pg 708
TX00971.015	Nicole L Cheek	Permian Basin Land Associates Inc	Block 6, H&GN Ry Co Survey Sec 7: All	12/21/11	L - Vol 928 / Pg 711
TX00971.016	Ronald D Coody	Permian Basin Land Associates Inc	Block 6, H&GN Ry Co Survey Sec 7: All	10/27/11	L - Vol 928 / Pg 714
TX00971.017	Tanna M Thompson	Permian Basin Land Associates Inc	Block 6, H&GN Ry Co Survey Sec 7: All	12/29/11	L - Vol 928 / Pg 672



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TX00971.018	Barrett Vawter	Permian Basin Land Associates Inc	Block 6, H&GN Ry Co Survey Sec 7: All	01/10/12	L - Vol 928 / Pg 717
TX00971.019	William S Spradling Trust	Permian Basin Land Associates Inc	Block 6, H&GN Ry Co Survey Sec 7: All	10/27/11	L - Vol 928 / Pg 720
TX00971.020	Ziv Oil & Gas, Inc.	Permian Basin Land Associates Inc	Block 6, H&GN Ry Co Survey Sec 7: All	12/19/11	L - Vol 928 / Pg 723
TX00971.021	Jean Burkholder Family Limited Partnership, by Billie Jean Burkholder, General Partner	Permian Basin Land Associates Inc	Block 6, H&GN Ry Co Survey Sec 7: All	03/16/12	L - Vol 948 / Pg 6
TX00973.000	Billy Bob and Georgia R. Stewart	Petro-Hunt, L.L.C.	Block 56, T-3, T&P Ry Co Survey Sec 28: SWSW	04/20/09	L - Vol 823 / Pg 61
TX00974.001	Preston J. and Janice E. Tillery	Petro-Hunt, L.L.C.	All of the D A Gathings Survey 1, Block 6, Scrap File Number 7395, being fully described in that certain Patent recorded in Volume 6, Page 88 of the Patent Records of Reeves County, Texas.	05/07/09	L - Vol 823 / Pg 77
TX00974.002	Christine A. Thomson	Petro-Hunt, L.L.C.	All of the D A Gathings Survey 1, Block 6, Scrap File Number 7395, being fully described in that certain Patent recorded in Volume 6, Page 88 of the Patent Records of Reeves County, Texas.	05/07/09	L - Vol 823 / Pg 82
TX00975.001	Martha Corley Barnes and husband W Newton Barnes (aka Newton Barnes)	Petro-Hunt, L.L.C.	Block C-21, Public School Land Survey Sec 11: NE	05/04/09	L - Vol 823 / Pg 87 O - Vol 934 / Pg 603
TX00999.000	John C Harris III, Mary C Grimaldo, Angela Caughlin	Permian Basin Land Associates Inc	Block C-21, Public School Land Survey, A-5528 Sec 3: S2E4	01/10/12	L - Vol 928 / Pg 726
TX01003.001	Robert W Hanagan	Permian Basin Land Associates Inc	Block C-21, Public School Land Survey Sec 11: SE	08/05/11	L - Vol 901 / Pg 93
TX01003.002	Debra A Hill Revoc Trust	Permian Basin Land Associates Inc	Block C-21, Public School Land Survey Sec 11: SE	08/05/11	L - Vol 901 / Pg 89



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

TX01003.003	Betty L Hanagan Res Trust	Permian Basin Land Associates Inc	Block C-21, Public School Land Survey Sec 11: SE	08/05/11	L - Vol 901 / Pg 91
TX01003.004	Matthew N Sorenson	Permian Basin Land Associates Inc	Block C-21, Public School Land Survey Sec 11: SE	07/28/11	L - Vol 901 / Pg 95
TX01003.005	Christine V Merchant	Permian Basin Land Associates Inc	Block C-21, Public School Land Survey Sec 11: SE	07/28/11	L - Vol 904 / Pg 239
TX01003.006	David T Sorenson	Permian Basin Land Associates Inc	Block C-21, Public School Land Survey Sec 11: SE	07/28/11	L - Vol 901 / Pg 103
TX01003.007	Kellie M Kross	Permian Basin Land Associates Inc	Block C-21, Public School Land Survey Sec 11: SE	07/28/11	L - Vol 901 / Pg 99
TX01004.001	Scott Witter Marital Trust	Permian Basin Land Associates Inc	Block C-21, Public School Land Survey Sec 13: W2NW	07/08/11	L - Vol 901 / Pg 107
TX01004.002	June W Gillman	Permian Basin Land Associates Inc	Block C-21, Public School Land Survey Sec 13: W2NW	07/08/11	L - Vol 901 / Pg 112
TX01005.001	Quentin Cole Armstrong, Sr	Resolute Natural Resources Southwest LLC	Tr 1: Block 56, T-3, T&P Ry Co Survey Sec 30: All; Sec 38: All Tr 2: Block 56, T-3, T&P Ry Co Survey Sec 32: All; Sec 36: All Tr 3: Block C-21, Public School Land Survey Sec 6: All; Sec 7: All Tr 4: Block C-21, Public School Land Survey Sec 8: All; Sec 9: All; Sec 10: All	09/21/11	L - Vol 902 / Pg 576
TX01005.002	Quentin Cole Armstrong, Jr	Resolute Natural Resources Southwest LLC	Tr 1: Block 56, T-3, T&P Ry Co Survey Sec 30: All; Sec 38: All Tr 2: Block 56, T-3, T&P Ry Co Survey Sec 32: All; Sec 36: All Tr 3: Block C-21, Public School Land Survey Sec 6: All; Sec 7: All Tr 4: Block C-21, Public School Land Survey Sec 8: All; Sec 9: All; Sec 10: All	09/21/11	L - Vol 902 / Pg 582
TX01029.000	State of Texas M-114061	Permian Basin Land Associates Inc	Block C-21, Public School Land Survey Sec 3: N2E4	04/03/12	L - Vol 940 / Pg 371



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Original filed in
Rovos County
Clerk Office

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Exhibit A-1

Attached to and made a part of that certain Assignment, Stipulation of Interest and Cross Conveyance dated Effective March 1, 2014, by and between RESOLUTE NATURAL RESOURCES SOUTHWEST, LLC and FIREWHEEL ENERGY, LLC

The following lands and all depths are excluded from this Assignment:

METES AND BOUNDS DESCRIPTION of a 160.00 Acre Tract of land located in Section 2, (GLO File Number 149597), Block C-21, Public School Land Survey, Reeves County, Texas.

COMMENCING at a 4 inch iron pipe in scattered stone mound (X= 1215908.4 & Y= 10581031.8), the northeast corner of Section 2, Block C-21, P.S.L. Survey;

THENCE, along the north line of Section 2, Block C-21, Public School Land Survey and south line of Section 39, Block 56, Township 3, T. & P. RR. Co. Survey, N 88°26'24" W a distance of 3909.0 feet to a point, the northeast corner and the POINT OF BEGINNING of this tract;

THENCE, along the north line of said Section 2 and said Section 39, N 88°26'24" W at a distance of 1374.7 feet pass the southwest corner of Section 39 and southeast corner of Section 38, Block 56, Township 3, T. & P. RR. Co. Survey, continuing along the north line of Section 2 and the south line of Section 38 a total distance of 1990.6 feet to a point for the northwest corner of Section 2 and the northwest corner of this tract;

THENCE, S 01°38'55" W, along the west line of Section 2 and the east line of Section 3, Block C-21, Public School Land Survey, a distance of 3180.2 feet to a point for the southwest corner of Section 2 and the southeast corner of Section 3 and the southwest corner of this tract;

THENCE, along the south line of Section 2 and the north line of Section 1, Block C-21, Public School Land Survey, S 88°22'25" E a distance of 2390.7 feet to the south most east corner of this tract;

THENCE, N 01°38'55" E a distance of 1591.5 feet to the north most east corner of this tract;

THENCE, N 88°24'25" W a distance 400.1 feet to an interior corner of this tract;

THENCE, N 01°38'55" E a distance of 1591.3 feet to the POINT OF BEGINNING.

BASIS OF BEARING is the Texas State Plane Coordinate System Central Zone NAD 83.

All distances shown are surface values.

Inst No. 14-10180
DIANNE O. FLOREZ
COUNTY CLERK
2014 Oct 30 at 09:25 AM
REEVES COUNTY, TEXAS
By: VG *[Signature]* DEPUTY
True and Correct
copy of
Original filed in
Reeves County
Clerks Office



12

File No. MF 114155

Assignment #9322 Resolute County
& Colt Unconventional to Firewheel

Date Filed: 4-28-15

George P. Bush, Commissioner

By ga

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 1118.
PAGE 048 THRU 0511

I hereby certified on 3rd Jan 2015



DIANNE O. FLOREZ, COUNTY CLERK
REEVES COUNTY, TEXAS

BY N. Jimenez DEPUTY

DO NOT DESTROY



Texas General Land Office
UNIT AGREEMENT MEMO

UPA158816

Unit Number 7496
Operator Name Resolute Natural Resources Company, LLC Effective Date 05/08/2015
Customer ID C000051892 Unitized For Oil And Gas
Unit Name Flying Dog Horizontal Unit Unit Term
County 1 Reeves RRC District 1 08 Old Unit Number Inactive Status Date
County 2 RRC District 2
County 3 RRC District 3
County 4 RRC District 4
Unit type Permanent
State Net Revenue Interest 0.05161859
State Part in Unit 0.82589736
Unit Depth Specified Depths Well
From Depth Surface Formation TopBase of Wolfcamp
To Depth 100 feet below the deepest producing formation Participation Basis Surface Acreage

If Exclusions Apply: See Remarks

Lease Number	Tract No	Lease Acres in Unit	Total Unit Acres	Tract Participation	Lease Royalty	Tract Royalty Participation	Royalty Rate Reduction Clause
MF114155	1	205.170000	525.150000	0.39068837	0.06250000	0.02441802	No
MF116959	2	228.550000	525.150000	0.43520899	0.06250000	0.02720056	No

API Number

4238934773 ✓

Remarks:

Prepared By:

JM

Prepared Date:

06/02/2015

GLO Base Updated By:

JM

GLO Base Date:

06/02/2015

RAM Approval By:

MS

RAM Approval Date:

06/08/2015

GIS By:

MC

GIS Date:

6-26-15

Well Inventory By:

MB

WI Date:

6/2/15

Pooling Committee Report

To: School Land Board

UPA158816

Date of Board Meeting: 06/02/2015

Unit Number: 7496

Effective Date: 05/08/2015

Unit Expiration Date:

Applicant: Resolute Natural Resources Southwest, LLC

Attorney Rep:

Operator: Resolute Natural Resources Southwest, LLC, Denver

Unit Name: Flying Dog Horizontal Unit

Field Name: PHANTOM (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>
FR	MF114155	0.06250000	09/23/2015	5 years	640.000000	205.170000	0.02441802
FR	MF116959	0.06250000		3 years	548.570000	228.550000	0.02720056

Private Acres:	91.430000
State Acres:	433.720000
Total Unit Acres:	525.150000

<u>Participation Basis:</u>	Surface Acreage
Surface Acreage	
<u>State Acreage:</u>	82.59%
<u>State Net Revenue Interest:</u>	5.16%

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

<u>RRC Rules:</u>	<u>Spacing Acres:</u>
Yes	704 acres for a 8,221 foot lateral.

Working File Number: UPA158816

REMARKS:

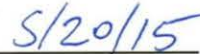
- Resolute Natural Resources Southwest, LLC is requesting School Land Board ratification of the 525.15 acre Flying Dog Horizontal Unit which includes a 205.17 acre Free Royalty tract and a 228.55 acre Free Royalty tract.
- The applicant plans to spud the unit well on July 15, 2015, with a proposed TD of 10,800 feet TVD. A 8,221 foot lateral is expected to be drilled.
- With Board ratification of the unit, the State's royalty participation will be 5.16%.
- The State will participate on a unitized basis from the date of first production.

POOLING COMMITTEE RECOMMENDATION:

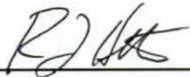
The Pooling Committee recommends Board ratification of the Flying Dog Horizontal Unit under the above-stated provisions.



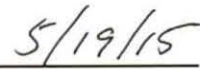
Mary Smith - Office of the Attorney General



Date



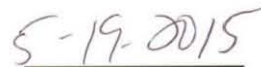
Robert Hatter - General Land Office



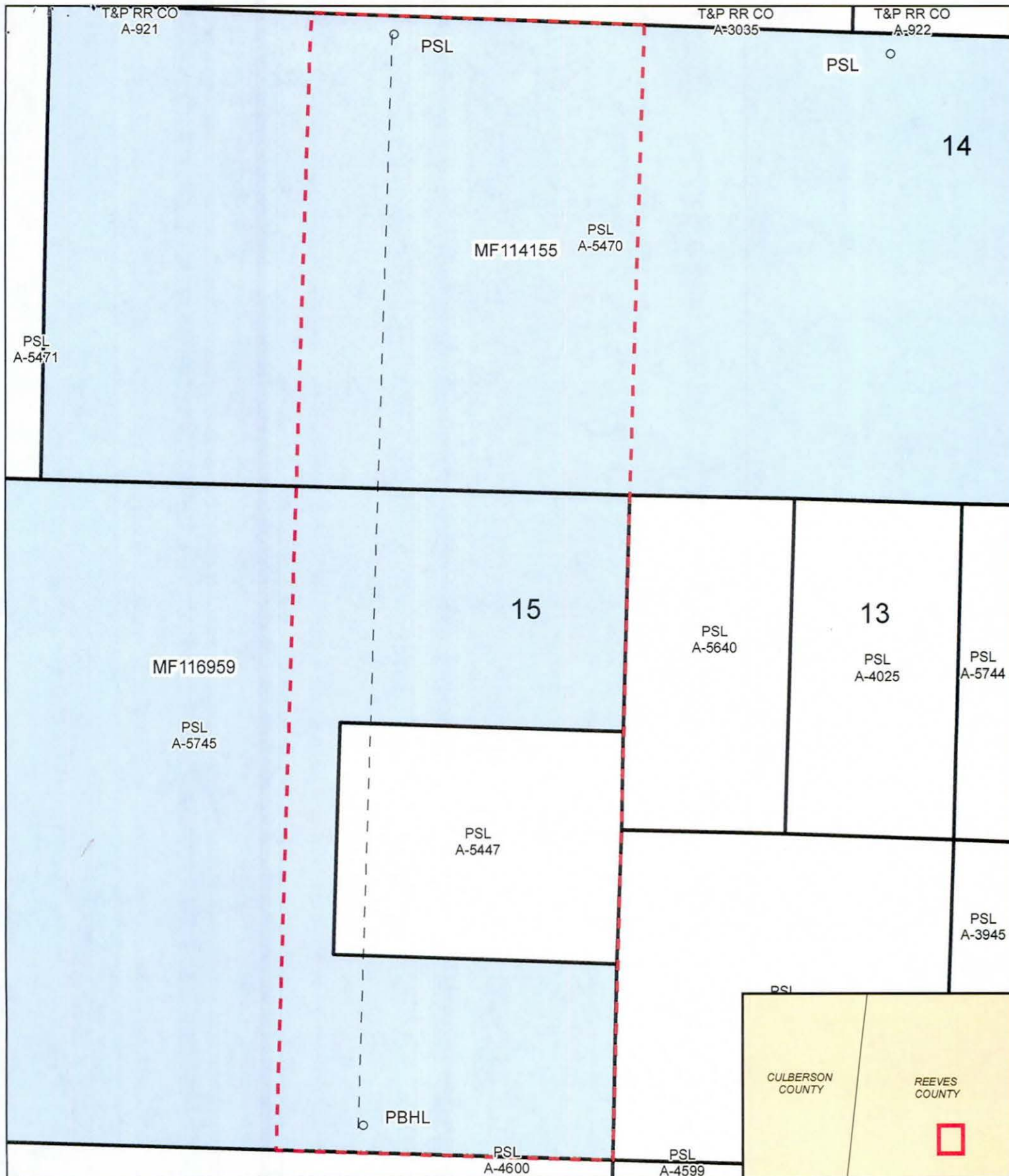
Date



Diane Morris - Office of the Governor



Date



Unit #7496
Resolute Natural Resources Southwest, LLC
Flying Dog Horizontal Unit
Phantom (Wolfcamp) field
Reeves County, Texas

1,000 500 0 1,000 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
IS/BAS/GIS
June 2015

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.

**POOLING AGREEMENT
FOR HORIZONTAL WELLS
FLYING DOG HORIZONTAL UNIT**

REEVES COUNTY, TEXAS

Reference is made to those certain oil, gas and mineral leases, and any amendments thereto, described in Exhibit A, attached hereto and made a part hereof ("Leases"). The undersigned parties ("Interest Owners") are the owners of all or a portion of the interest of the Lessor in the Leases, or of a non-participating royalty interest or overriding royalty interest or working interest in and under one or more of the Leases. Resolute Natural Resources Southwest, LLC ("RNR") is the owner of all or a portion of the interest as the Lessee or Assignee of the Leases.

The Interest Owners are seeking to encourage further development of the Leases through the drilling of horizontal wells to prevent the drilling of unnecessary wells and to increase the ultimate recovery of hydrocarbons from the Leases. RNR has requested, and the Interest Owners have agreed to grant, authority to pool the Leases insofar as they cover the lands described in Exhibit B, attached hereto and made a part hereof and as further depicted on Exhibit C, attached hereto and made a part hereof, ("Unit Lands") for the purposes of drilling horizontal wells as set forth in this Pooling Agreement for Horizontal Wells Flying Dog Horizontal Unit ("Agreement"). As used in this Agreement, a "horizontal well" shall have the same meaning as "horizontal drainhole well" as currently defined by Texas Railroad Commission ("TRRC"), which is any well with one or more horizontal drainholes having a horizontal drainhole displacement of at least 100 feet within the "correlative interval" (also as currently defined by the TRRC) in which the well is completed ("Horizontal Unit Well").

NOW THEREFORE, the Interest Owners, for the mutual consideration set forth herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, do hereby grant to RNR the authority, but not the obligation, to pool all of the interests of the undersigned Interest Owners in and under the Leases and lands covered by the Leases for the purposes of exploring, drilling, developing and producing oil and/or gas from horizontal wells within the Unit Lands subject to the following terms and conditions:

1. The pooled unit shall be limited to and consist only of the Unit Lands described in Exhibits B and C and shall be known as the Flying Dog Horizontal Unit (herein "Horizontal Unit").
2. The authority contained in this Agreement is limited to Horizontal Unit Wells located within the Horizontal Unit and is not applicable to vertical wells or to production from vertical wells currently located on the lands covered by the Leases or which may be drilled on the lands covered by the Leases in the future. In the event a Horizontal Unit Well is plugged back or recompleted in a manner that such well no longer meets the TRRC definition of a horizontal well, such well shall no longer be considered to be a Horizontal Unit Well and this Agreement shall terminate as to that Horizontal Unit Well.
3. In order to make the Horizontal Unit effective, RNR shall file for record, in the Official Public Records of Real Property of Reeves County, Texas, an instrument describing and designating the Unit Lands to be included within the Horizontal Unit. Such instrument shall set forth the effective date of the Horizontal Unit, which date shall be May 8, 2015 or the date in which operations for drilling a Horizontal Unit Well have begun, whichever is earlier. RNR may assign or delegate the authority to execute and file such instrument designating the Horizontal

Unit, or any instrument revising such Horizontal Unit, to the party appointed by RNR as the operator of the Horizontal Unit.

4. Production from, or drilling or reworking operations on a Horizontal Unit Well, or on any tract of land within the Horizontal Unit, in an effort to obtain or restore production from an existing or proposed Horizontal Unit Well, shall be considered to be production from, or drilling or reworking operations on all Unit Lands and on each of the Leases and shall maintain each of the Leases in effect as to all of the Unit Lands; provided further that, notwithstanding that a Lease may provide for an amount of acreage to be retained for a well after partial termination of the Lease which is less than the amount of acreage within the Unit Lands, such production or operations within the Horizontal Unit shall maintain each of the Leases in effect as to all of the Unit Lands. The continuous drilling or continuous development provisions of each of the Leases, if any, shall be satisfied by the timely commencement of operations to drill a Horizontal Unit Well. A Horizontal Unit Well that is a shut-in gas well shall be considered to be a shut-in gas well on all Unit Lands and on each of the Leases within the Horizontal Unit. RNR shall have the right of reasonable use of the surface of Unit Lands for the purpose of exploring, drilling, developing and producing oil and/or gas from Horizontal Unit Wells.

5. For the purpose of calculating royalty to be paid under each of the Leases, production shall be allocated on an acreage basis such that there shall be allocated to each separate tract of land within the Horizontal Unit that portion of the total production of oil and/or gas from Horizontal Unit Wells which the amount of surface acreage covered by such tract bears to the total gross surface acreage in the entire Horizontal Unit, as set forth in Exhibit A. The production so allocated to each such separate tract shall be further allocated and proceeds distributed in the same manner as if produced from a well located on that tract. Pooling shall not create a cross conveyance of any interests.

6. The provisions of the various Leases and other agreements covering or affecting the Leases are hereby amended to the extent necessary to make such instruments and agreements conform to the provisions of this Agreement, but not otherwise. The grant of pooling authority contained herein shall not in any way limit the existing pooling authority contained in any of the Leases and is intended only as an expansion of any such existing pooling authority. The lack of authority to pool or the failure to properly pool any interest with the Horizontal Unit shall not affect the Horizontal Unit as to those interests which have been properly pooled.

7. Interest Owners agree to cooperate with RNR and/or RNR's appointed operator of the Horizontal Unit in obtaining any regulatory approvals necessary for the drilling of and production from Horizontal Unit Wells, including the prompt execution and return of written waivers to support such regulatory approvals.

8. Each of the undersigned Interest Owners, who is the current owner of the interest of the Lessor or of a non-participating royalty interest, or overriding royalty interest, or working interest under one or more of the Leases, does hereby ratify, adopt, and confirm said Lease or Leases and does hereby grant, lease, and let unto the current owner of the interest of the Lessee of such Lease or Leases, all of said Interest Owner's interest in the Leases and lands within the Horizontal Unit covered by the respective Lease or Leases, subject to the same terms and conditions provided for in such Lease or Leases, as same may have been heretofore amended, and subject to the terms of this Agreement.

Any person or entity may become a party to this Agreement by signing an original of this Agreement, a counterpart or ratification thereof, of which each such instrument shall be given the same effect as if all parties had signed the original of this Agreement. Failure of any of the Interest Owners to execute an instrument agreeing to be a party to this Agreement shall not render this Agreement ineffective as to any other party who does execute such an instrument, but shall be binding upon each executing party and that party's heirs, legal representatives, successors, and assigns. In the event of execution of counterparts, the executed counterparts may be combined into one or more instruments for recordation by combining the signature pages and acknowledgements, and the executing parties agree that such instrument shall be treated and given effect for all purposes as a single instrument. RNR may assign its rights and obligations under this Agreement.

Executed by each of the undersigned on the date of acknowledgment as shown below.

RESOLUTE NATURAL RESOURCES SOUTHWEST, LLC



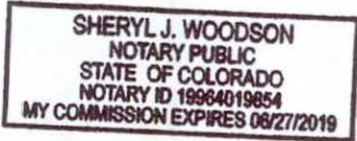
By: Bill Alleman, Vice President – Land

IRZ

STATE OF COLORADO)
)
CITY & COUNTY OF DENVER)

The foregoing instrument was acknowledged before me on this 7th day of may, 2015 by Bill Alleman as Vice President – Land for RESOLUTE NATURAL RESOURCES SOUTHWEST, LLC on behalf of said limited liability company.

My Commission expires:


Notary Public, State of Colorado

Eugene Marcus Johnson

STATE OF _____)

_____))

COUNTY OF _____)

The foregoing instrument was acknowledged before me on this _____ day of _____, 2015
by Eugene Marcus Johnson.

My Commission expires:

Notary Public, State of _____

JMW Minerals, LLC

By:

STATE OF _____)

_____))

COUNTY OF _____)

The foregoing instrument was acknowledged before me on this _____ day of _____, 2015
by _____ as _____ of JMW
Minerals, LLC, a limited liability company.

My Commission expires:

Notary Public, State of _____

Callaghan 320 Trust

By:

STATE OF _____)

_____))

COUNTY OF _____)

The foregoing instrument was acknowledged before me on this _____ day of _____, 2015
by _____ as _____ of
Callaghan 320 Trust.

My Commission expires:

Notary Public, State of _____

Crestview Resources, LLC

By: _____

STATE OF _____)

COUNTY OF _____)

The foregoing instrument was acknowledged before me on this _____ day of _____, 2015
by _____ as _____ of
Crestview Resources, LLC, a limited liability company.

My Commission expires:

Notary Public, State of _____

Dan H. Meeker Children's Irrevocable Trust

By: _____

STATE OF _____)

COUNTY OF _____)

The foregoing instrument was acknowledged before me on this _____ day of _____, 2015
by _____ as _____ of the Dan
H. Meeker Children's Irrevocable Trust.

My Commission expires:

Notary Public, State of _____

Windi Grimes, Sole Trustee, AWP 1983 Trust

STATE OF _____)

COUNTY OF _____)

The foregoing instrument was acknowledged before me on this _____ day of _____, 2015
by Windi Grimes, Sole Trustee, AWP 1983 Trust.

My Commission expires:

Notary Public, State of _____

Meeker Investments, Inc.

By:

STATE OF _____)
COUNTY OF _____)

The foregoing instrument was acknowledged before me on this _____ day of _____, 2014
by _____, as _____ of Meeker Investments, Inc. on behalf
of said company.

My Commission expires:

Notary Public, State of _____

Charles R. Meeker Trust U/A
Bank of America, NA, Trustee

By:

STATE OF _____)
COUNTY OF _____)

The foregoing instrument was acknowledged before me on this _____ day of _____, 2015
by _____ as _____ of Bank of
America, NA, Trustee of Charles R. Meeker Trust.

My Commission expires:

Notary Public, State of _____

Kevin Louis Roberson

STATE OF _____)
COUNTY OF _____)

The foregoing instrument was acknowledged before me on this _____ day of _____, 2015
by Kevin Louis Roberson.

My Commission expires:

Notary Public, State of _____

Kimberly Roberson Reynolds

STATE OF _____)

COUNTY OF _____)

The foregoing instrument was acknowledged before me on this _____ day of _____, 2015
by Kimberly Roberson Reynolds.

My Commission expires:

Notary Public, State of _____

Tera Burkholder King

STATE OF _____)

COUNTY OF _____)

The foregoing instrument was acknowledged before me on this _____ day of _____, 2015
by Tera Burkholder King.

My Commission expires:

Notary Public, State of _____

Lisa C. Graham

STATE OF _____)

COUNTY OF _____)

The foregoing instrument was acknowledged before me on this _____ day of _____, 2015
by Lisa C. Graham.

My Commission expires:

Notary Public, State of _____

Gary N. Covington

STATE OF _____)

_____)

COUNTY OF _____)

The foregoing instrument was acknowledged before me on this _____ day of _____, 2015
by Gary N. Covington.

My Commission expires:

Notary Public, State of _____

Kyle Covington

STATE OF _____)

_____)

COUNTY OF _____)

The foregoing instrument was acknowledged before me on this _____ day of _____, 2015
by Kyle Covington.

My Commission expires:

Notary Public, State of _____

Renee J. Brunson

STATE OF _____)

_____)

COUNTY OF _____)

The foregoing instrument was acknowledged before me on this _____ day of _____, 2015
by Renee J. Brunson.

My Commission expires:

Notary Public, State of _____

Kirk Covington

STATE OF _____)

COUNTY OF _____)

The foregoing instrument was acknowledged before me on this _____ day of _____, 2015
by Kirk Covington.

My Commission expires:

Notary Public, State of _____

Douglas Earl Bell

STATE OF _____)

COUNTY OF _____)

The foregoing instrument was acknowledged before me on this _____ day of _____, 2015
by Douglas Earl Bell.

My Commission expires:

Notary Public, State of _____

Barbara H. Prewit

STATE OF _____)

COUNTY OF _____)

The foregoing instrument was acknowledged before me on this _____ day of _____, 2015
by Barbara H. Prewit.

My Commission expires:

Notary Public, State of _____

Johnnie Marie Powell Ashley

STATE OF _____)

COUNTY OF _____)

The foregoing instrument was acknowledged before me on this _____ day of _____, 2014
by Johnnie Marie Powell Ashley.

My Commission expires:

Notary Public, State of _____

Bernadette Mary Kiely

STATE OF _____)

COUNTY OF _____)

The foregoing instrument was acknowledged before me on this _____ day of _____, 2014
by Bernadette Mary Kiely.

My Commission expires:

Notary Public, State of _____

Mica Powell Hopkins (formerly known as Mica
Dawn Powell)

STATE OF _____)

COUNTY OF _____)

The foregoing instrument was acknowledged before me on this _____ day of _____, 2015
by Mica Powell Hopkins (formerly known as Mica Dawn Powell).

My Commission expires:

Notary Public, State of _____

FireWheel Energy, LLC

By: _____

STATE OF _____)

COUNTY OF _____)

The foregoing instrument was acknowledged before me on this _____ day of _____, 2015
by _____ as _____ of FireWheel
Energy, LLC, a _____ limited liability company.

My Commission expires: _____

Notary Public, State of _____

BHP Billiton Petroleum

By: _____

STATE OF _____)

COUNTY OF _____)

The foregoing instrument was acknowledged before me on this _____ day of _____, 2015
by _____ as _____ of BHP Billiton Petroleum on
behalf of said corporation.

My Commission expires: _____

Notary Public, State of _____

Commissioner of the General Land Office
of the State of Texas

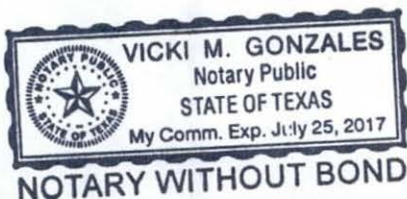

By: George P. Bush

STATE OF TEXAS)

COUNTY OF Travis)

The foregoing instrument was acknowledged before me on this 9 day of June, 2015
by George P. Bush as Commissioner of the General Land Office of the State of Texas.

My Commission expires: 7/25/17




Notary Public, State of Texas

Approved
Legal cmj
Contents lm
Min. Leasing lv
Executive scj

Exhibit A

Attached to and made a part of that certain Pooling Agreement for Horizontal Wells Flying Dog Horizontal Unit

			Gross Surface Acres In Tract	Proportion of Tract acres to total Unit acres
Tract 1: 91.43 acres, more or less, out of the E/2 of Section 15, Block C-21, PSL Survey			91.43	17.4103%
Tract 2: 228.55 acres, more or less, out of the E/2 of Section 15, Block C-21, PSL Survey			228.55	43.5209%
Tract 3: 205.17 acres, more or less, out of Section 14, Block C-21, PSL Survey			205.17	39.0688%
TOTAL GROSS SURFACE ACRES IN UNIT:			525.15	100.0000%
TRACT 1: Comprising 17.4103% of said Unit and containing the following lands:				
91.43 acres, more or less, out of the E/2 of Section 15, Block C-21, PSL Survey, Reeves County, Texas				
Lease #	Lessor Full Name	Lessee	Lease Date	Recorded Book-Page
TX00966.000	Eugene Marcus Johnson	Petro-Hunt LLC	02/16/2009	816-682, as amended
TRACT 2: Comprising 43.5209% of said Unit and containing the following lands:				
228.55 acres, more or less, out of the E/2 of Section 15, Block C-21, PSL Survey, Reeves County, Texas				
Lease #	Lessor Full Name	Lessee	Lease Date	Recorded Book-Page
TX01114.001	L.H. Meeker and Julian Wade Meeker as Trustees for the Lifetime Benefit of L.H. Meeker, now owned by: JWM Minerals, LLC Callaghan 320 Trust Crestview Resources, LLC Dan H. Meeker Children's Irrevocable Trust State of Texas - MF-116959 1/16th Free Royalty Lands	Petrohawk Properties LP	02/09/2011	878-807, as amended
TX01114.002	AWP 1983 Trust State of Texas - MF-116959 1/16th Free Royalty Lands	Petrohawk Properties LP	02/09/2011	886-506, as amended
TX01114.003	Meeker Investments Inc. State of Texas - MF-116959 1/16th Free Royalty Lands	Petrohawk Properties LP	02/09/2011	886-508, as amended
	Bank of America, N.A. Trustee of the Charles R. Meeker Trust State of Texas - MF-116959 1/16th Free Royalty Lands	Petrohawk Properties LP	04/28/2011	882-197, as amended
TRACT 3: Comprising 39.0688% of said Unit and containing the following lands:				
205.17 acres, more or less, out of Section 14, Block C-21, PSL Survey, Reeves County, Texas				
Lease #	Lessor Full Name	Lessee	Lease Date	Recorded Book-Page
TX00953.001	Kevin Louis Roberson State of Texas - MF-114155 1/16th Free Royalty Lands	Petro-Hunt, L.L.C.	08/28/2008	806-189, as amended
TX00953.002	Kimberly Roberson Reynolds State of Texas - MF-114155 1/16th Free Royalty Lands	Petro-Hunt, L.L.C.	08/28/2008	806-186, as amended
TX00953.003	Tera Burkholder King State of Texas - MF-114155 1/16th Free Royalty Lands	Petro-Hunt, L.L.C.	08/28/2008	806-183, as amended
TX00953.004	Tiffani Burkholder, now owned by: Tera Burkholder King State of Texas - MF-114155 1/16th Free Royalty Lands	Petro-Hunt, L.L.C.	08/28/2008	806-180, as amended
TX00953.005	Dela Minerals, Inc., now owned by: Lisa C. Graham Gary N. Covington Kyle Covington Renee J. Brunson Kirk Covington State of Texas - MF-114155 1/16th Free Royalty Lands	Petro-Hunt, L.L.C.	12/17/2008	816-56, as amended
TX00953.006	Douglas Earl Bell State of Texas - MF-114155 1/16th Free Royalty Lands	Petro-Hunt, L.L.C.	09/23/2010	851-222, as amended

Exhibit A

Attached to and made a part of that certain Pooling Agreement for Horizontal Wells Flying Dog Horizontal Unit

Lease #	Lessor Full Name	Lessee	Lease Date	Recorded Book-Page
TX00953.009	Barbara H. Prewit State of Texas - MF-114155 1/16th Free Royalty Lands	Petro-Hunt, L.L.C.	01/01/2010	841--53, as amended
TX00953.010	Johnnie Marie Powell Ashley State of Texas - MF-114155 1/16th Free Royalty Lands	Petro-Hunt, L.L.C.	01/01/2010	841-42, as amended
TX00953.011	Eleanor Elizabeth Powell, now owned by: Bernadette Mary Kiely State of Texas - MF-114155 1/16th Free Royalty Lands	Petro-Hunt, L.L.C.	01/01/2010	841-31, as amended
TX00953.012	Mica Dawn Powell State of Texas - MF-114155 1/16th Free Royalty Lands	Petro-Hunt, L.L.C.	01/01/2010	841-20, as amended

Exhibit B
Flying Dog Horizontal Unit

525.15 Acre Unit in Sections 14 & 15, Block C-21, Public School Land, Reeves County, Texas.

Tract 1

Metes and Bounds Description for a 91.43 Acre Tract in Section 15, Block C-21, Public School Land, Reeves County, Texas. Being the middle 1/3 of the east 3/7 of said Section 15 and called 91.43 acres as recorded in Volume 6, Page 348, Deed Records, Reeves County, Texas.

Boundary being more fully described as follows:

Beginning at (N=10576246.04', E: 1171813.96') a 1" iron pipe marked "NW CNR SW S" found at the southeast corner of the northeast quarter of said Section 15 and in the west line of Section 13, said Block C-21, being a point of deflection in the east line of this tract;

Thence South 01°43'44" West with the east line of said Section 15 and the west line of said Section 13, a distance of 880.02 feet to a point for the southeast corner of this tract;

Thence North 88°15'52" West, a distance of 2262.87 feet to a point for the southwest corner of this tract;

Thence North 01°44'35" East, a distance of 1760.24 feet to a point for the northwest corner of this tract;

Thence South 88°15'31" East, a distance of 2262.26 feet to a point in the east line of said Section 15 and the west line of said Section 13 for the northeast corner of this tract;

Thence South 01°43'03" West with the east line of said Section 15 and the west line of said Section 13, a distance of 880.00 feet to the Point of Beginning.

Containing 91.43 surface acres of land. Bearings, distances and coordinates are relative to the Texas Coordinate System, NAD 83, Central Zone.

Tract 2

Metes and Bounds Description for a 228.55 Acre Tract in Section 15, Block C-21, Public School Land, Reeves County, Texas. Being a portion of Tract 7 described in Notice of Oil, Gas and Mineral Lease recorded in Volume 886, Page 508, Official Public Records, Reeves County, Texas.

Boundary being more fully described as follows:

Beginning at (N: 10573607.21', E: 1171734.31') a 2" black iron pipe marked "SW 13 B-C21" found at the southeast corner of said Section 15 and the southwest corner of Section 13, said Block C-21, being the southeast corner of this tract;

Thence North 88°16'12" West with the south line of said Section 15, a distance of 2640.52 to a point for the southwest corner of the southeast quarter of said Section 15, being the southwest corner of this tract;

Thence North 01°44'47" East, a distance of 5280.84 feet to a point in the south line of Section 14, said Block C-21 at the northwest corner of the northeast quarter of said Section 15, being the northwest corner of this tract;

Thence South $88^{\circ}15'11''$ East with the north line of said Section 15 and the south line of said Section 14, a distance of 2638.38 feet to a 1" iron pipe in stone mound found at the northeast corner of said Section 15 and the northwest corner of said Section 13, being the northeast corner of this tract;

Thence South $01^{\circ}43'03''$ West with the east line of said Section 15 and the west line of said Section 13, a distance of 1760.02 feet to a point for the northeast corner of a 91.43 acre tract recorded in Volume 6, Page 348, Deed Records, Reeves County, Texas, being an exterior ell corner in the east line of this tract;

Thence North $88^{\circ}15'31''$ West with the north line of said 91.43 acre tract, a distance of 2262.26 feet to a point for the northwest corner of said 91.43 acre tract, being an interior ell corner in the east of this tract;

Thence South $01^{\circ}44'35''$ West with the west line of said 91.43 acre tract, a distance of 1760.24 feet to a point for the southwest corner of said 91.43 acre tract, being an interior ell corner in the east line of this tract;

Thence South $88^{\circ}15'52''$ East with the south line of said 91.43 acre tract, a distance of 2262.87 feet to a point in the east line of said Section 15 and the west line of said Section 13 for the southeast corner of said 91.43 acre tract, being an exterior ell corner in the east line of this tract;

Thence South $01^{\circ}43'44''$ West with the east line of said Section 15 and the west line of said Section 13, a distance of 1760.02 feet to the Point of Beginning.

Containing 228.55 surface acres of land. Bearings, distances and coordinates are relative to the Texas Coordinate System, NAD 83, Central Zone.

Tract 3

Metes and Bounds Description for a 205.17 Acre Tract in Section 14, Block C-21, Public School Land, Reeves County, Texas.

Boundary being more fully described as follows:

Beginning at (N: 10578884.87', E: 1171893.09') a 1" iron pipe in stone mound found in the south line of said Section 14 at the northeast corner of Section 15, said Block C-21, being the southeast corner of this tract;

Thence North $88^{\circ}15'11''$ West with the south line of said Section 14 and the north line of said Section 15, a distance of 2638.38 feet to a point for the southwest corner of this tract, whence a calculated point at the southwest corner of said Section 14 bears North $88^{\circ}15'11''$ West, a distance of 1824.20 feet;

Thence North $01^{\circ}44'49''$ East, a distance of 3391.90 feet to a point in the north line of said Section 14 for the northwest corner of this tract;

Thence South $88^{\circ}06'18''$ East with the north line of said Section 14, a distance of 2636.68 feet to a point for the northeast corner of this tract;

Thence South $01^{\circ}43'03''$ West, a distance of 3385.09 feet to the Point of Beginning.

Containing 205.17 surface acres of land. Bearings, distances and coordinates are relative to the Texas Coordinate System, NAD 83, Central Zone.

Tracts 1, 2 & 3 containing a total of 525.15 surface acres of land, more or less.

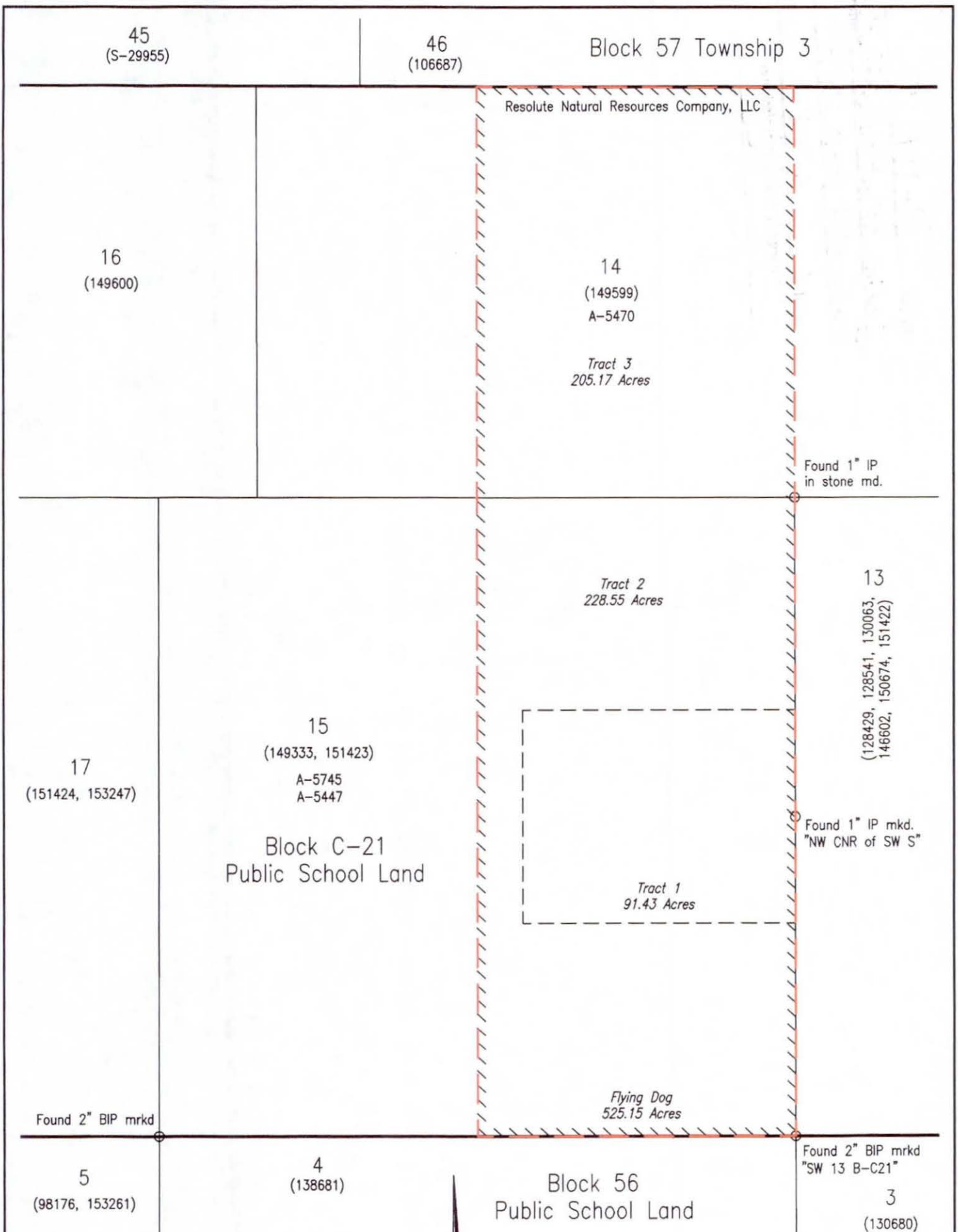


EXHIBIT C
OF POOLING AGREEMENT FOR
HORIZONTAL WELLS OF
THE FLYING DOG
HORIZONTAL UNIT

This plat is for Agreement Purposes Only and is NOT
a boundary survey and is NOT to be used to convey
or establish interests in real property.

BASIS OF BEARINGS is the Texas State Plane Coordinate
System Central Zone NAD 83.

1000 0 1000 2000 3000 Feet

Resolute Natural Resources Company, LLC
Flying Dog Pooled Unit - 525.15 Acres out of
Sections 14 & 15, Block C-21, Public School Land,
Reeves County, TX

STANFORD SURVEYING COMPANY
P.O. BOX 8490
MIDLAND, TEXAS 79708-8490
TBPLS Firm No. 10128400 432-699-5708

DRAWN BY Angela Prieto

DATE 12-22-2014

SCALE 1" = 1000'

FILE NAME A-9929

File No. M-114155
Pooling Agreement Packet # 7496 County
Flying Dog Horiz Unit
Date Filed: 6/17/15
By George P. Bush, Commissioner



TEXAS GENERAL LAND OFFICE
GEORGE P. BUSH, COMMISSIONER

June 17, 2015

Mr. J. Russell Robinson
Resolute Natural Resources Southwest, LLC
1700 Lincoln Street, Suite 2800
Denver, Colorado 80203

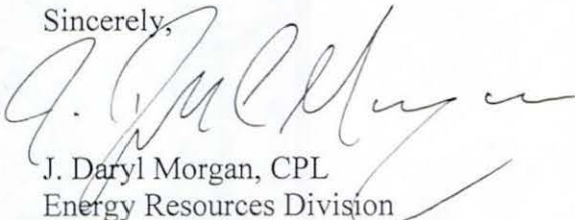
Re: Pooling Agreement
Flying Dog Horizontal Unit
GLO Unit No. 7496
Reeves County, Texas

Dear Mr. Robinson:

On June 2, 2015, the School Land Board approved your application to pool part of the State's free royalty interest covered by State lease numbers M-114155 and M-116959 into the referenced 525.15-acre Unit. Enclosed is an original of the 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-114155

14

County

Ltr. to Resolve

Date Filed:

6/17/15

George P. Bush, Commissioner

By



TEXAS GENERAL LAND OFFICE
GEORGE P. BUSH, COMMISSIONER

July 22, 2015

James Russell Robinson
Resolute Energy Corporation
1700 N Lincoln St Ste 2800
Denver, CO 80203-4535

Re: State Lease No. MF116959 L H Meeker C21 1501H

Dear Mr. Robinson:

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

Owner: COMMISSIONER OF THE TEXAS

Date: 02/24/2014

Description: L H MEEKER C21 1501H

Effective Date:

01/01/2014

Complete Property Description Listed Below

Production: ☒ X Oil ☒ X Gas ☐ Other: _____

Owner Name and Address

COMMISSIONER OF THE TEXAS
GENERAL LAND OFFICE
P O BOX 12873

AUSTIN, TX 78711-2873

Phone Number: 800-998-4456

Owner Number: 06076

Type Interest: State Royalty Interest

Decimal Interest: 0.06250000 ✓

FAX Number:

MF 116959
389-33952
MF 114155

Property Description

Property: 2221.01

LH MEEKER C21 1501H

Operator: RESOLUTE NATURAL RESOURCES

Location: Reeves, TX

Map Reference Information

Reeves, TX US

Block: C-21 Section: 16 Qtr/Qtr: SESE

Surv. Ft/Dir: 0 Surv. Ft/Dir: 0

SHI - 600' FSL; 200' FEL, SECTION 16

Reeves, TX US

Block: C-21 Section: 15 Qtr/Qtr: SWSW

Surv. Ft/Dir: 0 Surv. Ft/Dir: 0

BHL - 100' FSL; 500' FWL, SECTION 15

The undersigned certifies the ownership of the decimal interest in production proceeds as described payable by (Payor):
RESOLUTE NATURAL RESOURCES LLC

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 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.

Owner(s) Signature(s): x _____ x _____

Owner(s) Tax I.D. Number(s): _____

Owner(s) Daytime Phone #: _____

Owner(s) FAX Number: _____

File No. MF 114155
Division Order

Date Filed: 7/22/2015

Jerry E. Patterson, Commissioner

By VH



TEXAS GENERAL LAND OFFICE
GEORGE P. BUSH, COMMISSIONER

August 27, 2015

Sam Grummon
Resolute Natural Resources Company, LLC
1700 Lincoln St Ste 2800
Denver, CO 80203

Re: State Lease Nos. MF114491 and MF114158 (Unit 7187) Queen City 0302BH
✓ MF114155 (Unit 6833) Great Divide 1402BR
MF115503 (Unit 7063) Harpoon 1401BH

Dear Mr. Grummon:

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

Owner: COMMISSIONER OF THE TEXAS

Date: 03/01/2015

Description: GREAT DIVIDE 1402BR

Effective Date:

06/01/2013

Complete Property Description Listed Below

Production: ☐ X Oil ☐ X Gas ☐ Other: _____

Owner Name and Address

COMMISSIONER OF THE TEXAS
GENERAL LAND OFFICE
P O BOX 12873

AUSTIN, TX 78711-2873

Phone Number: 800-998-4456

Owner Number: 06076

Type Interest: State - Free of Gas Proc/Trtg Fee

Decimal Interest: 0.03389847 ✓

FAX Number:

Property Description

Property: 2281.01

GREAT DIVIDE 1402BR

Operator: RESOLUTE NATURAL RESOURCES

Location: Reeves, TX

Map Reference Information

Reeves, TX US

Block: C-21 Section: 14 Qtr/Qtr: NWNE

Surv. Ft/Dir: 0 Surv. Ft/Dir: 0

SHL - 150' FNL & 1941' FEL

Reeves, TX US

Block: C-21 Section: 13 Qtr/Qtr: SESW

Surv. Ft/Dir: 0 Surv. Ft/Dir: 0

BHL - 100' FSL & 1980' FWL

The undersigned certifies the ownership of the decimal interest in production proceeds as described payable by (Payor):
RESOLUTE NATURAL RESOURCES

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 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.

Owner(s) Signature(s): x _____ x _____

Owner(s) Tax I.D. Number(s): _____

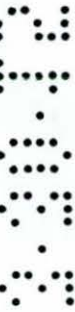
Owner(s) Daytime Phone #: _____

Owner(s) FAX Number: _____

10.
File No. MF 114155
Division Order County

Date Filed: 8-27-15

By UH George P. Bush, Commissioner



5.10.16

MF 114155

NADOA Model Form Division Order (Adopted 9/95)

DIVISION ORDER

TO: RESOLUTE NATURAL RESOURCES COMPANY
1700 Lincoln Street, Suite 2800
Denver, CO 80203

Date: May 5, 2016

Property Number: 2292.01
 Property Name: FLYING DOG 1401BH
 Operator: RESOLUTE NATURAL RESOURCES COMPANY
 County and State: Reeves County, Texas
 Property: Block C-21
 Description: Sections: 14 & 15

API 389-34773

Owner Name	OWNER NUMBER: 06076
and Address:	
COMMISSIONER OF THE TEXAS	
GENERAL LAND OFFICE	Type of Interest: S1
PO BOX 12873	Decimal Interest: 0.05161859
AUSTIN, TX 78711-2873	

The undersigned certifies the ownership of their decimal interest in production or proceeds as described above payable by RESOLUTE NATURAL RESOURCES COMPANY.

RNRC 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.

RNRC 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 RNRC any amount attributable to an interest to which the undersigned is not entitled.

RNRC may accrue proceeds until the total amount equals \$100.00, or the end of each year, 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 RNRC may have certain statutory rights under the laws of the state in which the property is located.

Special Clauses: *(None or See Attached Exhibit)*

Owner(s) Signature(s): _____

Owner(s) Tax I.D. Number(s): _____

Owner Daytime Telephone: _____

Owner 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 RNRC

5.10.16

Resolute

May 5, 2016

TO: Working, Royalty & Override Owners

RE: FLYING DOG 1401BH
BLOCK C-21, Secs: 14 & 15
REEVES COUNTY, TEXAS

Ladies & Gentlemen:

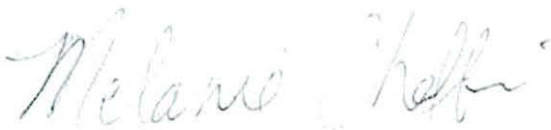
Enclosed please find the Division Order for the referenced well. Please execute and return one copy. The second copy is for your records. Also, please execute and return Form W-9, Request for Taxpayer Identification Number. If your name or address is incorrect, please show this on Form W-9

Please be advised that Resolute Natural Resources Company, LLC ("RNRC") will cut and mail checks to revenue owners only when the accumulated amount owed is \$100 or more, or at the end of the year.

If you have any questions, feel free to contact the undersigned either by telephone at 303-573-4886, or by email at mchaffin@resoluteenergy.com.

Sincerely,

Resolute Natural Resources Company, LLC



Melanie Chaffin
Division Order Analyst

/mc
enclosures



TEXAS GENERAL LAND OFFICE
GEORGE P. BUSH, COMMISSIONER

August 23, 2016

Melanie Chaffin
Resolute Natural Resources Company, LLC
1700 Lincoln St Ste 2800
Denver, CO 80203

Re: State Lease No. MF114155 Flying Dog 1401BH

Dear Mrs. Chaffin:

The Texas General Land Office (GLO) has received your Division Order for the referenced unit. This Division Order has been filed in the appropriate mineral file.

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. MF114155

Division Order

Date Filed: 8/23/16

George P. Bush, Commissioner

By 



CIMAREX ENERGY CO
202 S Cheyenne Ave, Suite 1000
Tulsa, OK 74103

NADOA Model Form Division Order (Adopted 9/95)

Unit 7063
MF115503 MF114494
✓ MF114155

Date: 04/30/2019

Effective Date: 02/01/2017

030618

Owner: COMMISSIONER OF THE GENERAL
LAND OFFICE STATE OF TEXAS
LOCKBOX ACCOUNT
PO BOX 12873
AUSTIN, TX 78711-2873

Description: HARPOON L05H - OIL - ENT

Complete Property Description Listed Below

Production: ☒ X Oil ☒ X Gas ☐ Other: _____

Owner

COMMISSIONER OF THE GENERAL

Owner Number: 030618

Interest Type: STATE OF TEXAS ROYALTY

Interest Type Code: STA1

Decimal Interest: 0.01153571

Property Description

Property: 421050-011.01

HARPOON L05H

Operator: RESOLUTE NATURAL RESOURCES

Location: Reeves, TX

Map Reference Information

Reeves, TX US

Survey: PSL

-Block: C21 Lot: Sec: 12 Qtr/Qtr:

SEC 12 Blk C-21 - NW/4 NW/4

The undersigned certifies the ownership of the decimal interest in production proceeds as described payable by (Payor): **CIMAREX ENERGY CO**

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 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 CLAUSE: Cimarex Energy Co acquired Resolute Energy Corp effective March 1, 2019 - Gas & Oil decimal are the same

Owner(s) Signature(s): x _____ x _____

Owner(s) Tax I.D. Number(s): _____

Owner(s) Daytime Phone #: _____

Owner(s) FAX Number: _____

Owner(s) Email Address: _____

KEEP THIS COPY

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.



CIMAREX ENERGY CO
202 S Cheyenne Ave, Suite 1000
Tulsa, OK 74103

Date: 04/30/2019

Effective Date: 02/01/2017

030618

Owner: COMMISSIONER OF THE GENERAL
LAND OFFICE STATE OF TEXAS
LOCKBOX ACCOUNT
PO BOX 12873
AUSTIN, TX 78711-2873

Description: HARPOON L05H - OIL - ENT

Complete Property Description Listed Below

Production: ☒ X Oil ☒ X Gas ☐ Other: _____**Owner**

COMMISSIONER OF THE GENERAL

Owner Number: 030618

Interest Type: STATE OF TEXAS ROYALTY

Interest Type Code: STA2

Decimal Interest: 0.01916531

Property Description

Property: 421050-011.01 HARPOON L05H

Operator: RESOLUTE NATURAL RESOURCES Location: Reeves, TX

Map Reference Information

Reeves, TX US

Survey: PSL

-Block: C21Lot: Sec: 12 Qtr/Qtr:

SEC 12 Blk C-21 - NW/4 NW/4

The undersigned certifies the ownership of the decimal interest in production proceeds as described payable by (Payor): **CIMAREX ENERGY CO**

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 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 CLAUSE: Cimarex Energy Co acquired Resolute Energy Corp effective March 1, 2019 - Gas & Oil decimal are the same

Owner(s) Signature(s): x _____ x _____

Owner(s) Tax I.D. Number(s): _____

Owner(s) Daytime Phone #: _____

Owner(s) FAX Number: _____

Owner(s) Email Address: _____

KEEP THIS COPY



CIMAREX ENERGY CO
202 S Cheyenne Ave, Suite 1000
Tulsa, OK 74103

Date: 04/30/2019

Effective Date: 02/01/2017

030618

Owner: COMMISSIONER OF THE GENERAL
LAND OFFICE STATE OF TEXAS
LOCKBOX ACCOUNT
PO BOX 12873
AUSTIN, TX 78711-2873

Description: HARPOON L05H - OIL - ENT

Complete Property Description Listed Below

Production: ☒ X Oil ☒ X Gas ☐ Other: _____**Owner**

COMMISSIONER OF THE GENERAL

Owner Number: 030618

Interest Type: STATE OF TEXAS ROYALTY

Interest Type Code: STA3

Decimal Interest: 0.01912832

Property Description

Property: 421050-011.01 HARPOON L05H

Operator: RESOLUTE NATURAL RESOURCES Location: Reeves, TX

Map Reference Information

Reeves, TX US

Survey: PSL

-Block: C21Lot: Sec: 12 Qtr/Qtr:

SEC 12 Blk C-21 - NW/4 NW/4

The undersigned certifies the ownership of the decimal interest in production proceeds as described payable by (Payor): **CIMAREX ENERGY CO**

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 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 CLAUSE: Cimarex Energy Co acquired Resolute Energy Corp effective March 1, 2019 - Gas & Oil decimal are the same

Owner(s) Signature(s): x _____ x _____

Owner(s) Tax I.D. Number(s): _____

Owner(s) Daytime Phone #: _____

Owner(s) FAX Number: _____

Owner(s) Email Address: _____

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TEXAS GENERAL LAND OFFICE
GEORGE P. BUSH, COMMISSIONER

August 23, 2019

Jeanine Hale-Hill
Division Order Analyst
Cimarex Energy Co
202 S Cheyenne Ave, Suite 1000
Tulsa, OK 74103-3001

Re: State Lease Nos. MF114155, MF114494 and MF115503 Harpoon L05H Unit 7063

Dear Mrs. Hale-Hill:

The Texas General Land Office (GLO) has received your Division Order for the referenced unit. This Division Order has been filed in the appropriate mineral file(s).

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 Zamora
Landman, Energy Resources
512-475-0428
512-475-1404 (fax)
vivian.zamora@glo.texas.gov

18.
File No. MF 114155

Reeves County

Division Order

Date Filed: 8-23-19

George P. Bush, Commissioner

By VJg



CIMAREX ENERGY CO
202 S Cheyenne Ave, Suite 1000
Tulsa, OK 74103

unit 6833
✓ MF114155
MF116539

6-19

NADOA Model Form Division Order (Adopted 9/95)

Date: 04/30/2019

Effective Date: 02/01/2015

030618

Owner: COMMISSIONER OF THE GENERAL
LAND OFFICE STATE OF TEXAS
LOCKBOX ACCOUNT
PO BOX 12873
AUSTIN, TX 78711-2873

Description: GREAT DIVIDE 1402BR - OIL - ENT

Complete Property Description Listed Below

Production: ☒ X Oil ☒ X Gas ☐ Other: _____

Owner COMMISSIONER OF THE GENERAL Owner Number: 030618 Interest Type: STATE OF TEXAS ROYALTY Decimal Interest: 0.00952591		Interest Type Code: STA1
--	--	--------------------------

Property Description			
Property:	421050-009.01	GREAT DIVIDE 1402BR	
Operator:	RESOLUTE NATURAL RESOURCES	Location:	Reeves, TX
Map Reference Information			
Reeves, TX US		Survey: PSL	-Block: C21Lot: Sec: 14 Qtr/Qtr:
SEC 14 Blk C-21 - NW/4 NE/4			

The undersigned certifies the ownership of the decimal interest in production proceeds as described payable by (Payor): **CIMAREX ENERGY CO**

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 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 CLAUSE: Cimarex Energy Co acquired Resolute Energy Corp effective March 1, 2019

Owner(s) Signature(s): x _____ x _____

Owner(s) Tax I.D. Number(s): _____

Owner(s) Daytime Phone #: _____

Owner(s) FAX Number: _____

Owner(s) Email Address: _____

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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.



CIMAREX ENERGY CO
202 S Cheyenne Ave, Suite 1000
Tulsa, OK 74103

Date: 04/30/2019

Effective Date: 02/01/2015

030618

Owner: COMMISSIONER OF THE GENERAL
LAND OFFICE STATE OF TEXAS
LOCKBOX ACCOUNT
PO BOX 12873
AUSTIN, TX 78711-2873

Description: GREAT DIVIDE 1402BR - OIL - ENT

Complete Property Description Listed Below

Production: ☒ X Oil ☒ X Gas ☐ Other: _____**Owner**

COMMISSIONER OF THE GENERAL

Owner Number: 030618

Interest Type: STATE OF TEXAS ROYALTY

Interest Type Code: STA2

Decimal Interest: 0.02437256

Property Description

Property: 421050-009.01

GREAT DIVIDE 1402BR

Operator: RESOLUTE NATURAL RESOURCES

Location: Reeves, TX

Map Reference Information

Reeves, TX US

Survey: PSL

-Block: C21Lot: Sec: 14 Qtr/Qtr:

SEC 14 Blk C-21 - NW/4 NE/4

The undersigned certifies the ownership of the decimal interest in production proceeds as described payable by (Payor): **CIMAREX ENERGY CO**

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 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 CLAUSE: Cimarex Energy Co acquired Resolute Energy Corp effective March 1, 2019

Owner(s) Signature(s): x _____ x _____

Owner(s) Tax I.D. Number(s): _____

Owner(s) Daytime Phone #: _____

Owner(s) FAX Number: _____

Owner(s) Email Address: _____

KEEP THIS COPY

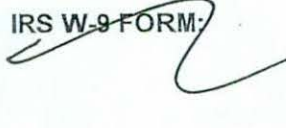


INSTRUCTIONS TO ALL INTEREST OWNERS

Read Carefully Before Signing the Instrument

- SIGNATURE:** Individuals: Sign name as shown in the instrument.
- Corporations: If signing for a corporation, please provide the name and title of the signatory party.
- SIGNATURE BY SECOND PARTY:** If the instrument is signed by agent, attorney-in-fact, guardian, estate representative, trustee or any other party other than the named interest owner, we must have evidence of the rights vested in the signatory party.
- MORTGAGE STIPULATION:** If your interest is subject to a mortgage(s), please have the mortgagee(s) execute the document in the space(s) provided below your signature. If the mortgage(s) has been released, please provide us with a copy of the RECORDED release(s).
- MAILING ADDRESS:** If the checks should be mailed to a different address than shown with your name, please insert the address change. Print or type. Do not abbreviate. If you are already receiving checks from this company, be sure to use the same address to which we are now mailing checks.
- PAYMENT POLICY:** Payments are made upon accrual of \$100.00, or when proceeds for six (6) months have accumulated. An owner has the option of requesting to be paid monthly for proceeds totaling \$25.00. Should you require payments on the optional basis, please send us your written request.
- PROPERTY NUMBER:** On the left portion of the instrument you will find the number assigned to this well. This number will appear on the statement attached to your check and should always be used when corresponding with this company.
- CHANGE OF ADDRESS:** You should notify us promptly of any change in mailing address. This notice must be over your own signature, or the signature of your appointed agent. Always include your Owner Number (which will appear on your check from this company) and your old address, then state your new address with zip code.

THIS INSTRUMENT SHOULD NOT BE ALTERED IN ANY WAY UNLESS ACCOMPANIED BY DOCUMENTARY EVIDENCE TO SUPPORT THE CHANGE. FAILURE TO COMPLY WITH THESE INSTRUCTIONS MAY DELAY PAYMENT. RETURN THE EXECUTED INSTRUMENT TO THE ADDRESS BELOW. KEEP ONE (1) COPY FOR YOUR RECORDS.

IRS W-9 FORM:  FEDERAL LAW REQUIRES YOU TO FURNISH YOUR SOCIAL SECURITY NUMBER. IN ADDITION TO INSERTING IT ON THE ENCLOSED DIVISION ORDER YOU MUST ALSO COMPLETE AND SIGN THE ENCLOSED IRS W-9 FORM AND RETURN IT WITH THE EXECUTED DIVISION ORDER.

CIMAREX ENERGY CO.
DIVISION ORDER DEPARTMENT
202 SOUTH CHEYENNE AVE, SUITE 1000
TULSA, OK 74103-3001
ATTENTION: Paula Staires
(918) 560-7269 – Phone
(918) 295-1896 – Fax
E-Mail: pstaires@cimarex.com

REVENUE INTEREST OWNER COMMON QUESTIONS AND ANSWERS

- **Revenue check schedule**
Revenue checks are issued monthly on the 15th. If the amount of revenue due is less than \$100.00, payment is withheld until the amount due equals or exceeds \$100.00, subject to state regulations. All checks less than \$100.00 are issued in December on an annual basis.
- **Check not on schedule**
If payment is delayed more than 10 days, you should contact us to see if a check was issued.
- **Check Lost, stolen or outdated**
~~Immediately notify us in writing~~ of lost or stolen checks so we may issue a replacement check. If the check is stale dated, return it to us without defacing it so a replacement may be issued.
- **Determine interest value**
The evaluation or appraisal of interest requires geologic or engineering review and judgement. Therefore, we do not attempt such evaluations for interest owners. An appraisal can be obtained by contacting the services of an independent geologist, petroleum engineer or royalty broker. Revenue resulting from sales from the property is an important factor in evaluating royalty interests. Your check stubs or detail statements provide payment history for this analysis.
- **Requirements if Sell interest**
Because the sale of a royalty interest usually represents a real property transaction, we will need a certified copy of the deed recorded in the county where the property is located. For additional information about our requirements, please contact our Division Order Department.
- **Requirements for Death of Owner**
When an interest owner dies, an authorized representative or relative of the deceased must immediately notify the Division Order Department in writing. The deceased owner's name and owner number must appear in the notification as they appear on the revenue checks. State requirements differ, but generally a Will, Letters Testamentary, and/or other documents issued by the court are required to change royalty ownership records. Cimarex Energy Co does NOT accept Heirship Affidavits.
- **Change of Address**
You should notify us of any changes in address. Failure to report changes may delay delivery of your revenue checks and in many cases force us to place the revenue in suspense until we are notified of the change. Reinstatement of payment will resume upon receipt of an authorized address change. For your protection, changes of address must be made in writing. With your notification, please include your owner number, social security or tax identification number, old address and new address, including zip code. Please send your change of address to the attention of the Division Order Department. Form available at <https://www.cimarex.com/owner-information/>.



TEXAS GENERAL LAND OFFICE
GEORGE P. BUSH, COMMISSIONER

August 23, 2019

Jeanine Hale-Hill
Division Order Analyst
Cimarex Energy Co
202 S Cheyenne Ave, Suite 1000
Tulsa, OK 74103-3001

Re: State Lease Nos. MF114155 and MF116539 Great Divide 1402BR Unit 6833

Dear Mrs. Hale-Hill:

The Texas General Land Office (GLO) has received your Division Order for the referenced unit. This Division Order has been filed in the appropriate mineral file(s).

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 Zamora
Landman, Energy Resources
512-475-0428
512-475-1404 (fax)
vivian.zamora@glo.texas.gov

19.

File No. MF114155

Reeves County

Division Order

Date Filed: 8-23-19

George P. Bush, Commissioner

By VR

Matthew Scott

From: Matthew Scott
Sent: Wednesday, September 20, 2023 8:59 AM
To: Jesse Acosta
Cc: Robert Hatter; Brian Raygon
Subject: 08-9186 9-20-23 COMMINGLING APPLICATION APPROVAL WEST MUSTANG CTB
Attachments: 08-8196 9-20-23 COMMINGLING APPLICATION APPROVAL WEST MUSTANG CTB.pdf; Approved Flying Dog, Iron City, Harpoon, and Great Divide P17.pdf; Flying Dog, Iron City, Harpoon, and Great Divide COMMINGLE LEASE LIST Rev. 2.pdf; GLO Application.pdf; PROPOSED Flying Dog, Iron City, Harpoon, Great Divide PFD -9.5.23 R1 (1).pdf

Mr. Acosta,

Thank you for submitting the application to commingle production from GLO Unit 8382 (Iron City State Unit), Unit 7496 (Flying Dog Horizontal Unit), Unit 6833 (Great Divide Unit), and Unit 7063 (Harpoon Horizontal Unit) at the West Mustang CTB.

Please find attached the approval of the application dated 9/20/2023 for the surface commingling of the production from GLO Unit 8382, 7496, 6833, and 7063 at the West Mustang CTB listed in the application and as part of RRC P17 08-9186.

Thank you,

Matthew

Matthew T. Scott, P.E.
Petroleum Engineer
(512) 463-5296
Energy Resources Division
Texas General Land Office
Commissioner Dawn Buckingham, M.D.

From: Jesse Acosta <Jesse.Acosta@coterra.com>
Sent: Tuesday, September 19, 2023 11:21 AM
To: Matthew Scott <Matthew.Scott@glo.texas.gov>
Subject: [EXTERNAL] FW: GLO Surface Commingle Application-Iron City, Flying Dog, Great Divide and Harpoon-Resolute Natural Resources LLC- Reeves County-Revision 2

Mr. Scott,

Please see attached revised GLO surface commingle application to combine Resolute Natural Resources LLC's developments in Iron City, Flying Dog, Great Divide, and, Harpoon in Reeves County, Texas. Our production engineer has made the appropriate changes to the PFD and I have made changes to the commingle list.

-Signed GLO Application.
-Process Flow Diagram-Rev 2

-Approved P17 from the Texas Railroad Commission.
-GLO Commingle List Rev 2

Thanks

Jesse Acosta

From: Jesse Acosta
Sent: Wednesday, August 23, 2023 3:01 PM
To: Matthew Scott <Matthew.Scott@glo.texas.gov>
Subject: GLO Surface Commingle Application-Iron City, Flying Dog, Great Divide and Harpoon-Resolute Natural Resources LLC- Reeves County

Mr. Scott,

Please see attached GLO surface commingle application to combine Resolute Natural Resources LLC's developments in Iron City, Flying Dog, Great Divide, and, Harpoon in Reeves County, Texas.

-Signed GLO Application.
-Process Flow Diagram
-Approved P17 from the Texas Railroad Commission.
-GLO Commingle List

Thanks

Jesse Acosta



Jesse Acosta | Regulatory Analyst
T: 432-571-7871 | Jesse.Acosta@coterra.com | www.coterra.com
Coterra Energy Inc. | 6001 Deauville Blvd, Suite 300N | Midland, TX 79706

Coterra Energy Inc. is the result of the merger of Cimarex Energy Co. and Cabot Oil & Gas Corporation on October 1, 2021.

This message may contain confidential and/or privileged information. If you are not the addressee or authorized to receive this for the addressee, you must not use, copy, disclose or take any action based on this message or any information herein. If you have received this message in error, please advise the sender immediately by reply e-mail and delete this message.

CAUTION: This email originated from OUTSIDE of the Texas General Land Office. Links or attachments may be dangerous. Please be careful clicking on any links or opening any attachments.



Texas General Land Office
Application to Surface Commingle State Leases

Application Revision
April 15, 2023

Provide a GLO Lease List that includes all applicable mineral lease, GLO pooled unit, PSA, and i-Nut information for all wells in the scope of an RRC Form P-17/17A or a request to utilize gas lift, and process flow diagram(s) showing the unique meter identification number or serial number for all flow meters used to identify a meter in the field and the unique identification number for each piece of major equipment (i.e., pressure vessel, heater treater, compressor, VRU, tank, flare, etc.). **Each facility that commingles production must have: (1) all the Oil (O), Gas (G), and Water (W) meters and/or GLO pre-approved full well stream/multi-phase flow meters (MPFM) necessary for the measurement and allocation of production, (2) all meters necessary to measure lease use volumes (fuel, vent, flare, and instrument gas), (3) lift gas supply and distribution meters and individual well lift gas supply meters, and (4) all sales/custody transfer meters.**

Certifications Form P-17/P-17A District: 8 Permit Number: 9186 Effective Month/Year: 10/2022

- ☒ All State lease oil and gas separators are of ample capacity as required by 31 Texas Administrative Code (TAC) §9.35(a)(2) and the terms of any lease that is the subject of this commingling.
- ☒ If applicable, the appropriate Form P-17 or P-17A has been filed with the Railroad Commission of Texas with respect to all leases associated with this application, and the GLO has been furnished with a copy.
- ☒ All non-sales (e.g., fuel, instrument, vent, flash, flare, and lift gas) dispositions of hydrocarbon are metered as required by 31 TAC §9.35(a)(2) and the terms of any lease that is the subject of this commingling. If any required meters are missing, they will be installed within 12 months of the date of this application.
- ☒ All sales dispositions of hydrocarbon are metered as required by 31 TAC §9.35(a)(2) and pursuant to the terms of any lease that is the subject of this commingling.
- ☒ No material changes to the commingled facility or equipment as represented in this application will be made without prior written permission of the GLO.
- ☐ Where applicable, the Lessee has obtained prior written permission to inject recycled or off-lease gas for secondary or enhanced recovery operations or for gas lift purposes as an artificial lift method, and all gas supply and distribution points are metered per 31 TAC §9.35(a)(2). If gas is not injected into a formation or utilized for gas lift, then leave the check box blank.
- ☐ Lessee requests permission to recycle gas or utilize gas lift pursuant to the terms of each state lease, with all gas supply and distribution points metered, on the following state leases and/or units as follows: _____
- ☒ I acknowledge and agree that royalty is due on 100% of the hydrocarbons produced from each lease and that the GLO will use molecular (component) balance software to verify the fractionated value of all processed gas. The GLO acknowledges that nothing in this statement is intended to amend or modify any lease that is the subject of this commingling. Gas royalty payment will be due on a molecular balance basis for non-processed gas and processed gas irrespective of the method of allocation I have used to report such production if underpayment is discovered during an audit.

Company Name, Address: Resolute Natural Resources Co LLC, 6001 Deauville Blvd, Suite 300N Midland, TX 79706

Responsible Official Name, Title: Jesse, Acosta, Regulatory, Analyst Signature: [Signature]

Date: 8/23/2023 Phone: (432) 571-7871 Email Address: Jesse.Acosta@Coterra.com

GLO Approval by: Matthew T. Scott Signature: [Signature] Date: 9/20/2023

GLO Notes: GLO Unit 8382 (Iron City State Unit), Unit 7496 (Flying Dog Horizontal Unit), 6833 (Great Divide Unit), and 7063 (Harpoon Horizontal Unit)

GLO LEASE LIST

REVISION: 4/15/2023

RRC Form P-17 Permit Operator Name	RRC Form P-17/17A Number	Application Date on P-17	RRC District
Resolute Natural Resources	9186	Oct-22	8

GLO LEASE LIST			SEE NOTE 3				SEE NOTE 1		SEE NOTE 2		
RRC Designated Field Name & (Reservoir)	RRC Lease Name	RRC Well Number	RRC Lease Number or Identifier	Wellbore 10 Digit API No.	RRC Form P-17 Action Status	RRC Lease Type (Oil/Gas)	State Mineral Lease No.	Production Sharing Agreement (PSA) Number	GLO Unit Name Per Unit Agreement	GLO Unit Number or PSA i-Nut Number	State Mineral Lease or Unit Decimal NRI
Phantom (Wolfcamp)	Iron City State	C105SL	268502	42-389-37621		Gas			Iron City Horizontal Unit	8382	0.15373880
Phantom (Wolfcamp)	Iron City State	L05H	284479	42-389-35590		Gas			Iron City Horizontal Unit	8382	0.15373880
Phantom (Wolfcamp)	Flying Dog	1401BH	284571	42-389-34773	New	Gas			Flying Dog Horizontal Unit	7496	0.05161859
Phantom (Wolfcamp)	Great Divide	1402BR	284497	42-389-34574	New	Gas			Great Divide Unit	6833	0.03389850
Phantom (Wolfcamp)	Harpoon	1401BH	285367	42-389-34253	New	Gas			Harpoon Horizontal Unit	7063	0.04982934
Phantom (Wolfcamp)	Harpoon	L05H	284530	42-389-35530	New	Gas			Harpoon Horizontal Unit	7063	0.04982934
	</										

ALL RRC FIELD NAMES, RRC LEASE NAMES, RRC LEASE & DP NUMBERS, API NUMBERS, MINERAL LEASE NUMBERS, PSA NUMBERS, UNIT NAMES, UNIT NUMBERS, AND NRIS IN THE TABLE ABOVE WERE CREATED FOR EXAMPLE PURPOSES ONLY.

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 TRACT.

IF DUE TO HORIZONTAL SEVERANCE OR DEPTH LIMITATIONS SEVERAL LEASES EXIST WITHIN A COMMON WELLBORE, THEN ENTER THE MINERAL LEASE NUMBER FOR THE RRC DESIGNATED PRODUCING FIELD AND RESERVOIR INTERVAL.

IF A VERTICAL WELL, HORIZONTAL WELL, OR DIRECTIONAL WELL IS INCLUDED IN THE SCOPE OF A POOLED UNIT THAT INCLUDES MULTIPLE STATE AND PRIVATE LEASES, THEN LEAVE THE MINERAL LEASE NUMBER BLANK AND ENTER THE GLO UNIT NAME, NUMBER, AND UNIT NET ROYALTY INTEREST (NRI) IN THE APPROPRIATE COLUMNS.

IF THE WELLBORE OF A HORIZONTAL WELL OR DIRECTIONAL WELL TRAVERSES MULTIPLE STATE AND PRIVATE MINERAL LEASES AND THE WELLBORE IS NOT INCLUDED IN A GLO POOLED UNIT, THEN ENTER EITHER:

(A) THE PSA NUMBER AND LOWEST LEVEL BASE MINERAL FILE NUMBER FOR THAT PSA BASED ON SHARED AREA AND ITS APPLICABLE NRI BASED ON ACREAGE PARTICIPATION IN THE APPROPRIATE COLUMNS, OR

(B) THE PSA NUMBER, LOWEST LEVEL BASE MINERAL FILE NUMBER, AND THE ASSOCIATED I-NUT NUMBER (ELSE "PENDING" IF THE I-NUT NUMBER HAS NOT YET BEEN ASSIGNED) FOR EACH LOCATION WELL WELLBORE BASED ON LENGTH OF LATERAL OR HORIZONTAL DRAINHOLE AREA IN THE PRODUCTIVE INTERVAL AND THE APPLICABLE STATE NRI FOR THAT WELLBORE IN THE APPROPRIATE COLUMNS.

THE LOWEST LEVEL BASE MINERAL FILE NUMBER IS THE LOWEST NUMERICAL MINERAL FILE NUMBER OF ALL OF THE STATE MINERAL LEASES NUMBERS THAT MAY BE INCLUDED IN THE SCOPE OF A PSA THAT WAS EXECUTED BY ALL PARTIES.

2. ENTER THE STATE'S (GLO) NET MINERAL LEASE INTEREST (8 DECIMAL PLACES PER DIVISION ORDER) FOR THAT STATE LEASE ELSE ENTER THE POOLED UNIT, PSA, OR i-NUT NET ROYALTY INTEREST ASSOCIATED WITH: (A) A GLO POOLED UNIT, (B) A PSA BASED ON SHARED AREA, OR (C) A PSA FOR ONE OR MORE ALLOCATION WELLS WITH AN NRI DETERMINED FOR EACH INDIVIDUAL WELL AND REPORTED BY i-NUT NUMBER COMPLETION. IF AN ALLOCATION WELL THAT IS ALLOCATED BASED ON LENGTH OF LATERAL HAS NOT BEEN DRILLED, IS PENDING COMPLETION, OR WAS RECENTLY COMPLETED, AND THE NRI HAS NOT YET BEEN DEFINED THEN ENTER "EST" FOLLOWED BY AN ESTIMATE OF THE NRI BASED ON THE PROPOSED OR PLANNED LENGTH OF LATERAL OR BASED ON OTHER SIMILAR EXISING COMPLETIONS.

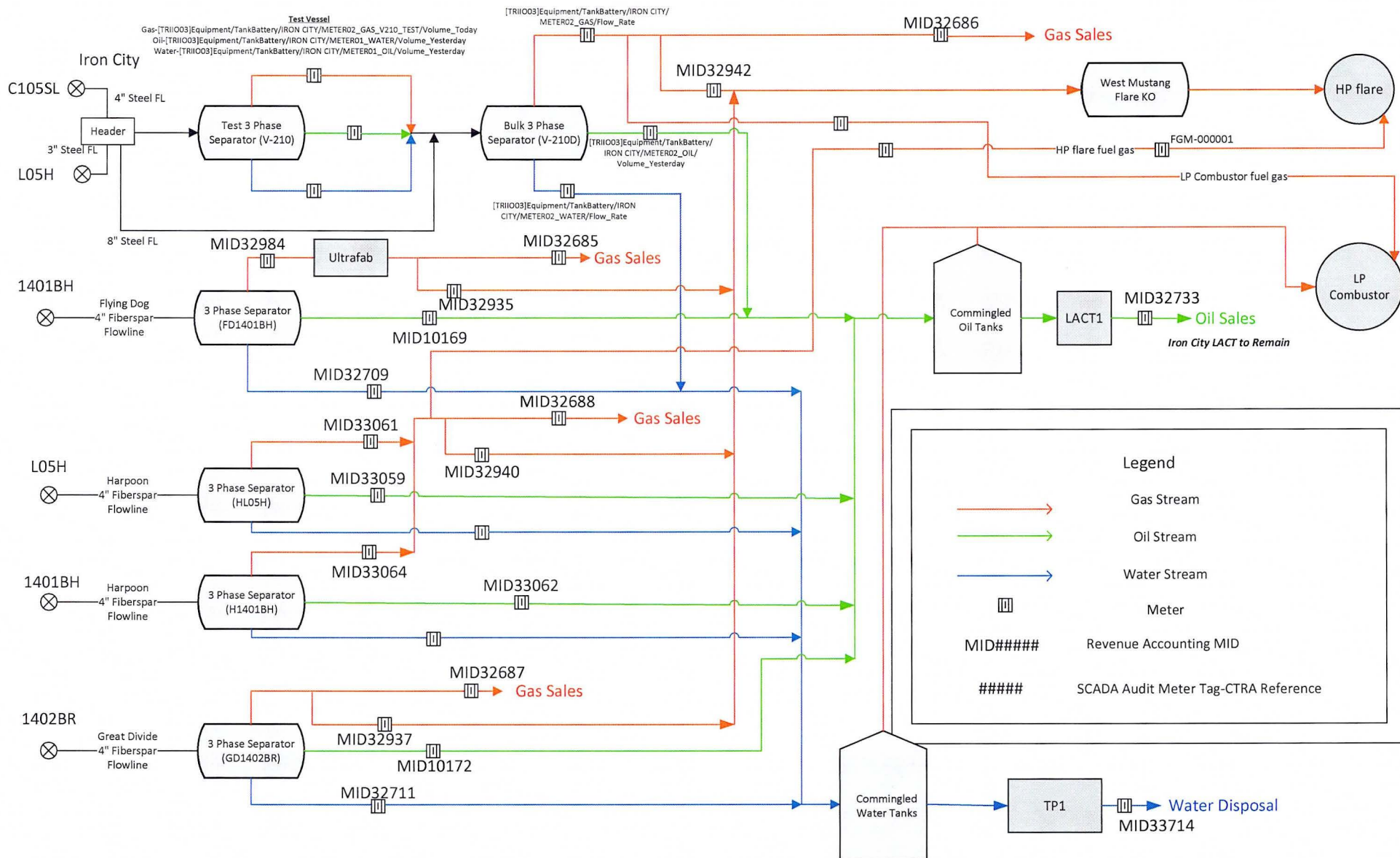
AN I-NUT NUMBER IS A UNIQUE NUMBER THAT IS ASSIGNED TO EACH API WELLBORE THAT IS DRILLED AS AN ALLOCATION WELL WITH ALLOCATION BASED ON THE LENGTH OF LATERAL OR HORIZONTAL DRAINHOLE AREA WITHIN THE PRODUCTIVE RESERVOIR THAT IS AUTHORIZED PER A SPECIFIC UPLANDS LEASE PRODUCTION SHARING AGREEMENT (PSA). A HIGHWAY ROW (HROW) AND OTHER STATE AGENCY LANDS TYPE LEASE WILL NOT BE ASSOCIATED WITH A PSA. IF AN APPLICATION TO COMMINGLE STATE LEASES IS SUBMITTED AND AN I-NUT NUMBER HAS NOT YET BEEN ASSIGNED BY GLO STAFF, THEN ENTER "PENDING" AS THE REFERENCE PSA I-NUT NUMBER.

I-NUT IS AN ACRONYM FOR "INTERNAL NON-UNIT TRANSACTION" THAT IS ASSIGNED BY GLO STAFF TO AN ALLOCATION WELL PER A SPECIFIC PRODUCTION SHARING AGREEMENT (PSA) THAT IS ASSOCIATED WITH ONE OR MORE STATE LEASES. GLO STAFF VERIFIES/DETERMINES THE NRI BASED ON AS-DRILLED LENGTH OF LATERAL INFORMATION PROVIDED BY THE LESSEE AND THE PARTICIPATION FACTOR OF EACH CONTRIBUTING STATE LEASE DEFINED BY THE APPLICABLE PSA.

PRODUCTION SHARING AGREEMENT (PSA) NUMBERS ARE TYPICALLY ASSOCIATED WITH PERMANENT SCHOOL FUND (PSF) LANDS, (I.E., RIVERS, CREEKS, BAYS, GULF OF MEXICO, RELINQUISHMENT ACT LANDS, SCHOOL FEE, FREE ROYALTY, SURFACE SOLD MINERALS RESERVED, ETC.). HOWEVER, OTHER STATE AGENCY LANDS (I.E., HROW, TDCJ, TXDOT, ETC.) WILL NOT HAVE PSA NUMBERS ASSIGNED. PSA DOCUMENTS ARE AVAILABLE VIA THE SCANNED BASE MINERAL FILE DOCUMENTS ACCESSED VIA THE GLO PUBLIC GIS MAP VIEWER, IF NOT AVAILABLE FROM YOUR PRODUCTION REVENUE ACCOUNTING, DIVISION ORDER ANALYSTS, OR LANDMAN STAFF OR FILE RECORDS FOR A MINERAL LEASE TRACT.

3. IF A RRC LEASE NUMBER IS PENDING ASSIGNMENT OR THE WELL HAS NOT BEEN COMPLETED THEN ENTER "DP" FOLLOWED BY THE RRC DRILLING PERMIT NUMBER ASSIGNED BY THE RRC.
4. ALL WELLS ASSOCIATED WITH EACH RRC LEASE NUMBER INCLUDED IN THE SCOPE OF A COMMINGLING PERMIT SHALL BE INCLUDED ON THE GLO LEASE LIST SUBMITTED WITH THE APPLICATION TO COMMINGLE STATE LEASES.

THE NOTES SECTION ABOVE IS FOR INFORMATION AND GUIDANCE ONLY AND THUS MAY BE DELETED FROM THE GLO LEASE LIST THAT IS SUBMITTED TO THE GLO AS PART OF AN APPLICATION REQUEST TO COMMINGLE STATE LEASES.





RAILROAD COMMISSION OF TEXAS

1701 N. Congress
P.O. Box 12967
Austin, Texas 78711-2967

Form P-17

Rev. 03/2019

**EXCEPTION TO STATEWIDE RULES 26 AND/OR 27
COMMINGLE PERMIT APPLICATION**

☐ New
☒ Amended Existing Permit
No. 9186
Effective Month/Year of Requested
Exception: 10/2022
District 3
County Reeves

SECTION 1. OPERATOR INFORMATION

Operator Name: Resolute Natural Resources Co LLC Operator P-5 No.: 703352

Operator Address: 600 N Marlenfold Ste 600 Midland, TX 79701

SECTION 2. GATHERER (of oil or condensate) INFORMATION (not required if 3b is checked)

Gatherer Name: Eagleclaw Midstream Ventures LLC Gatherer P-5 No.: 238465

Gatherer Address: 500 W Illinois Ave Ste 700 Midland, TX 79701

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 Allocation Meter

SECTION 4. NOTICE REQUIREMENTS AND ALLOCATION METHOD.

If you are seeking an exception to Rule 26 or 27 pursuant to subsection (d) of Rule 26, 21-day notice is required and applies to all wells proposed for commingling.

☒ The royalty interests and working interests are not the same with respect to identity and percentage; and the production stream from each tract and each Commission-designated reservoir is not measured separately therefore, I have provided the required 21-day notice pursuant to subsection (d) of Rule 26.

Production will be allocated by: ☐ W-10 (oil) ☐ W-2 retest (oil) ☐ PD Meter (oil & condensate) ☐ G-10 (gas) ☒ Other Allocation Meter/Well Test

SECTION 5. ☐ Any one of the wells proposed for commingling produces from a Commission-designated reservoir for which special field rules regarding surface commingling have been adopted. (Additional notice may be required; see instructions)

SECTION 6. ☐ Wells proposed for commingling have an operator's name other than the applicant listed in SECTION 1. (See instructions)

SECTION 7. ☐ For oil production, the production from all oil wells on each oil lease is to be commingled. (See instructions)

SECTION 8. IDENTIFY LEASES AS SHOWN ON COMMISSION RECORDS (attach additional pages as needed)

DISTRICT	RRC IDENTIFIER	ACTION	LEASE AND FIELD NAME	WELL NO.
8	268502	☒ Existing ☐ Add ☐ Delete	Iron City State	C105SL
8	284479	☒ Existing ☐ Add ☐ Delete	Iron City State	L05H
8	284571	☐ Existing ☒ Add ☐ Delete	Flying Dog	1401BH
8	284497	☐ Existing ☒ Add ☐ Delete	Great Divide	1402BR

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 _____ Title Regulatory Analyst Date 9/22/2022

Operator E-mail Address: Jensen.Acosta@Coterra.Com Operator Phone No. 4325717871

(Optional - If provided, e-mail address will become part of this public record.)

Commingling Permit No. 9186 Approval date: 10/20/22 Approved by: _____

RAILROAD COMMISSION OF TEXAS
OIL AND GAS DIVISION

FORM P-17 ATTACHMENT

ATTACHMENT FOR
APPLICATION FOR EXCEPTION TO
STATEWIDE RULES STATEWIDE 26 AND/OR 27
COMMINGLE PERMIT APPLICATION

SECTION 8. (CONT'D) IDENTIFY LEASES AS SHOWN ON COMMISSION RECORDS (attach additional pages as needed)

[illegible]



Texas General Land Office
Application to Surface Commingle State Leases

Application Revision
April 15, 2023

Provide a GLO Lease List that includes all applicable mineral lease, GLO pooled unit, PSA, and i-Nut information for all wells in the scope of an RRC Form P-17/17A or a request to utilize gas lift, and process flow diagram(s) showing the unique meter identification number or serial number for all flow meters used to identify a meter in the field and the unique identification number for each piece of major equipment (i.e., pressure vessel, heater treater, compressor, VRU, tank, flare, etc.). Each facility that commingles production must have: (1) all the Oil (O), Gas (G), and Water (W) meters and/or GLO pre-approved full well stream/multi-phase flow meters (MPFM) necessary for the measurement and allocation of production, (2) all meters necessary to measure lease use volumes (fuel, vent, flare, and instrument gas), (3) lift gas supply and distribution meters and individual well lift gas supply meters, and (4) all sales/custody transfer meters.

Certifications Form P-17/P-17A District: 8 Permit Number: 9186 Effective Month/Year: 10/2022

- ☒ All State lease oil and gas separators are of ample capacity as required by 31 Texas Administrative Code (TAC) §9.35(a)(2) and the terms of any lease that is the subject of this commingling.
- ☒ If applicable, the appropriate Form P-17 or P-17A has been filed with the Railroad Commission of Texas with respect to all leases associated with this application, and the GLO has been furnished with a copy.
- ☒ All non-sales (e.g., fuel, instrument, vent, flash, flare, and lift gas) dispositions of hydrocarbon are metered as required by 31 TAC §9.35(a)(2) and the terms of any lease that is the subject of this commingling. If any required meters are missing, they will be installed within 12 months of the date of this application.
- ☒ All sales dispositions of hydrocarbon are metered as required by 31 TAC §9.35(a)(2) and pursuant to the terms of any lease that is the subject of this commingling.
- ☒ No material changes to the commingled facility or equipment as represented in this application will be made without prior written permission of the GLO.
- ☐ Where applicable, the Lessee has obtained prior written permission to inject recycled or off-lease gas for secondary or enhanced recovery operations or for gas lift purposes as an artificial lift method, and all gas supply and distribution points are metered per 31 TAC §9.35(a)(2). If gas is not injected into a formation or utilized for gas lift, then leave the check box blank.
- ☐ Lessee requests permission to recycle gas or utilize gas lift pursuant to the terms of each state lease, with all gas supply and distribution points metered, on the following state leases and/or units as follows: _____
- ☒ I acknowledge and agree that royalty is due on 100% of the hydrocarbons produced from each lease and that the GLO will use molecular (component) balance software to verify the fractionated value of all processed gas. The GLO acknowledges that nothing in this statement is intended to amend or modify any lease that is the subject of this commingling. Gas royalty payment will be due on a molecular balance basis for non-processed gas and processed gas irrespective of the method of allocation I have used to report such production if underpayment is discovered during an audit.

Company Name, Address: Resolute Natural Resources Co LLC, 6001 Deauville Blvd, Suite 300N Midland, TX 79706

Responsible Official Name, Title: Jesse, Acosta, Regulatory, Analyst Signature: [Signature]

Date: 8/23/2023 Phone: (432) 571-7871 Email Address: Jesse.Acosta@Coterra.com

GLO Approval by: _____ Signature: _____ Date: _____

GLO Notes:

20

File No. MF 114155

County

Comm Application Apprvl 9/20/23

Date Filed: 9/20/23

Commissioner Dawn Buckingham, M.D.

By: AT



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

Resolute Natural Resources Company, LLC
6001 Deauville Ste 300N
Midland, TX 79706-2671

Billing Date: 7/24/2025
Billing Due Date: 8/23/2025
Customer Number: C000051892

Invoice	Mineral File	Gas Royalty	Oil Royalty	Penalty	Interest	Total Due
25I00975	MF114155	\$1,354.98	\$0.00	\$233.23	\$161.13	\$1,749.34
Total Due		\$1,354.98	\$0.00	\$233.23	\$161.13	\$1,749.34

Penalty and interest have been calculated thru 7/31/2025. Payment remitted after 7/31/2025 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

Resolute Natural Resources Company, LLC

Billing Date: 7/24/2025

Billing Due Date: 8/23/2025

Customer Number: C000051892

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
25I00975	MF114155	\$1,354.98	\$0.00	\$233.23	\$161.13	\$1,749.34
Total Due		\$1,354.98	\$0.00	\$233.23	\$161.13	\$1,749.34
Amt. Paid						

Customer ID: C000051892
 Invoice Number:
 GLO Lease: MF114155
 GLO Review: RESOLUTE NATURAL RES. CO., LLC
 Review Period: Sept 2023 - Aug 2024

Category Gas
 Auditor/AE: ECortez
 Billing Date: 7/21/2025
 P&I Calculation Date: 7/31/2025
 Royalty Rate: 6.25%

(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-23	08-284497	2,332	1	\$2.197	0.984151	\$5,042.50	\$315.18	\$0.00	\$315.18	624	8.50%	\$31.52	\$41.47	\$388.15
Oct-23	08-284497	1,911	1	\$2.257	0.990922	\$4,273.30	\$267.08	\$0.00	\$267.08	594	8.50%	\$26.71	\$33.28	\$327.07
Nov-23	08-284497	1,278	1	\$2.375	0.994082	\$3,018.55	\$188.66	\$0.00	\$188.66	563	9.50%	\$25.00	\$24.75	\$238.41
Dec-23	08-284497	1,308	1	\$1.829	0.991262	\$2,370.98	\$148.19	\$0.00	\$148.19	532	9.50%	\$25.00	\$18.24	\$191.43
Jan-24	08-284497	746	1	\$2.544	0.895172	\$1,700.24	\$106.26	\$0.00	\$106.26	503	9.50%	\$25.00	\$12.28	\$143.54
Feb-24	08-284497	1,085	1	\$1.858	0.996102	\$2,008.88	\$125.55	\$0.00	\$125.55	472	9.50%	\$25.00	\$13.50	\$164.05
Mar-24	08-284497	926	1	\$1.189	0.995542	\$1,096.84	\$68.55	\$0.00	\$68.55	442	9.50%	\$25.00	\$6.83	\$100.38
Apr-24	08-284497	473	1	\$1.111	0.991148	\$521.22	\$32.58	\$0.00	\$32.58	411	9.50%	\$25.00	\$2.98	\$60.56
Jun-24	08-284497	846	1	\$1.984	0.981551	\$1,647.21	\$102.95	\$0.00	\$102.95	350	9.50%	\$25.00	\$7.80	\$135.75
TOTALS		10,905				\$21,679.68	\$1,354.98	\$0.00	\$1,354.98			\$233.23	\$161.13	\$1,749.34

COMMENTS: BILLING ON UNDER REPORTED GAS VOLUMES TO THE GLO FOR UNITS 6833 (08-284497) AND 7496 (08-284571)

COLUMN (3) UNDER REPORTED VOLUMES: REPORTED RRC VOLUMES MINUS REPORTED GLO2 VOLUMES
 COLUMNS (5) & (6) REPORTED GLO2 PRICES AND BTU FACTORS WERE USED
 COLUMNS (12),(13),(14) PLEASE GO TO THIS WEB SITE FOR EXPLANATION OF PENALTY AND INTEREST ASSESSMENTS:
<http://www.glo.texas.gov/energy-business/oil-gas/rrac/forms/penalty-interest-assessment-rules.pdf>

FOR QUESTIONS REGARDING THIS INVOICE PLEASE E-MAIL: eric.cortez@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.cortez@glo.texas.gov
 NOTING YOUR COMPANY NAME, CUSTOMER ID, INVOICE NUMBER(S) AND AMOUNT OF PAYMENT.

EMAIL: Tran.Chu@coterra.com daniel.kong@coterra.com

File No. MF 114155

County

Recon BillingDate Filed: 8/26/2025

Commissioner Dawn Buckingham, M.D.

By: VD