IN THE UNITED STATES BANKRUPTCY COURT
FOR THE SOUTHERN DISTRICT OF TEXAS
HOUSTON DIVISION

In re:	§	Chapter 11
SANCHEZ ENERGY CORPORATION, *et al.*,[1]	§	Case No. 19-34508 (MI)
Debtors.	§	(Jointly Administered)

MOTION OF THE OFFICIAL COMMITTEE OF UNSECURED CREDITORS FOR LEAVE, STANDING, AND AUTHORITY TO PROSECUTE CLAIMS ON BEHALF OF THE DEBTORS' ESTATES AND FOR RELATED RELIEF

THIS MOTION SEEKS AN ORDER THAT MAY ADVERSELY AFFECT YOU. IF YOU OPPOSE THE MOTION, YOU SHOULD IMMEDIATELY CONTACT THE MOVING PARTY TO RESOLVE THE DISPUTE. IF YOU AND THE MOVING PARTY CANNOT AGREE, YOU MUST FILE A RESPONSE AND SEND A COPY TO THE MOVING PARTY. YOU MUST FILE AND SERVE YOUR RESPONSE WITHIN 21 DAYS OF THE DATE THIS WAS SERVED ON YOU. YOUR RESPONSE MUST STATE WHY THE MOTION SHOULD NOT BE GRANTED. IF YOU DO NOT FILE A TIMELY RESPONSE, THE RELIEF MAY BE GRANTED WITHOUT FURTHER NOTICE TO YOU. IF YOU OPPOSE THE MOTION AND HAVE NOT REACHED AN AGREEMENT, YOU MUST ATTEND THE HEARING. UNLESS THE PARTIES AGREE OTHERWISE, THE COURT MAY CONSIDER EVIDENCE AT THE HEARING AND MAY DECIDE THE MOTION AT THE HEARING.

REPRESENTED PARTIES SHOULD ACT THROUGH THEIR ATTORNEY.

[1] The Debtors in these chapter 11 cases, along with the last four digits of each Debtors' federal tax identification number, are: Sanchez Energy Corporation (0102); SN Palmetto, LLC (3696); SN Marquis LLC (0102); SN Cotulla Assets, LLC (0102); SN Operating, LLC (2143); SN TMS, LLC (0102); SN Catarina, LLC (0102); Rockin L Ranch Company, LLC (0102); SN EF Maverick, LLC (0102); SN Payables, LLC (0102); and SN UR Holdings, LLC (0102). The Debtors' service address is 1000 Main Street, Suite 3000, Houston, Texas 77002.

A HEARING HAS BEEN SET ON THIS MATTER ON THURSDAY, FEBRUARY 20, 2020 AT 2:00 P.M. (CST) IN COURTROOM 404, 515 RUSK, HOUSTON, TEXAS 77002.

The Official Committee of Unsecured Creditors (the "Committee") of Sanchez Energy Corporation ("SN") and its affiliated debtors-in-possession (collectively, the "Debtors" or the "Company"), by and through its undersigned counsel, hereby files this motion ("Motion") seeking entry of an order, substantially in the form attached hereto as Exhibit A, pursuant to sections 105, 1103(c), and 1109(b) of title 11 of the United States Bankruptcy Code (the "Bankruptcy Code") and Rule 7001 of the Federal Rules of Bankruptcy Procedure (the "Bankruptcy Rules"), authorizing the Committee to assert, litigate, exclusively settle, and otherwise resolve certain causes of action on behalf of the Debtors' estates to avoid certain liens related to four valuable oil and gas leases purportedly held by the collateral trustee and/or collateral agent (in such capacity, the "Collateral Trustee" or "Defendant")[2] under the collateral trust agreement among SN as issuer, various Debtors as guarantors, the Initial Collateral Trustee, and Delaware Trust Company, as the First Lien Representative dated February 14, 2018 (the "Collateral Trust Agreement"). Under the Collateral Trust Agreement, the Collateral Trustee purportedly holds the liens the Committee now seeks to avoid for the benefit of the holders (the "First Lien Noteholders") of the 7.25% Senior Secured First Lien Notes (the "First Lien Notes"), among others. Attached hereto as Exhibit B is a draft of the adversary complaint (the "Proposed Complaint") the Committee proposes to bring should this Motion be granted.

In support of the Motion, the Committee respectfully states as follows:

PRELIMINARY STATEMENT

1. The Committee seeks standing to assert, on behalf of the Debtors' estates, claims that would yield hundreds of millions of dollars of recovery for general unsecured creditors through the

[2] The Committee understands that the Royal Bank of Canada (the "Initial Collateral Trustee") is likely to be replaced in its current capacity as the Collateral Trustee shortly following satisfaction of the Debtors' first-out loans as contemplated by the final order approving the Debtors' DIP financing (the "Final DIP Order"). (Dkt. No. 865.) Should this Motion be granted, the identity of the Collateral Trustee as of the date of the initiation of the adversary proceeding will be inserted as Defendant in the Proposed Complaint prior to filing.

avoidance of certain liens purportedly held by the Collateral Trustee on four oil and gas leases owned by the Debtors. The claims set forth in the Proposed Complaint (the "Proposed Claims") are far more than "colorable" and will yield a benefit to the estates far in excess of the cost of prosecution.

2. To date, even though these chapter 11 cases have been pending since August and the Debtors have known the material facts on which the Proposed Claims are based since at least June 2019, the Debtors have brought none of the Proposed Claims. Given the critical importance of resolving these claims to the Debtors' ability to confirm a plan of reorganization, it is well past time for them to have done so. The Committee, however, as an independent estate fiduciary, is ready and willing to pursue the Proposed Claims and should be granted standing to do so.

3. In April 2018, shortly after SN issued $500 million of the First Lien Notes, five of the Debtors executed deeds of trust granting security interests in various oil and gas leases (together with the exhibits attached thereto, the "April 2018 Deeds of Trust"). The April 2018 Deeds of Trust superseded and replaced certain earlier mortgages, including mortgages on the four leases relevant to the Proposed Claims (the "Superseded Mortgages"). (*See infra* ¶ 11.)

4. On June 26, 2019, 46 days before the Debtors filed their bankruptcy petitions, an ad hoc group of holders of First Lien Notes (the "1L Ad Hoc Group") caused an agent to file eighteen affidavits in nine Texas counties (the "Correction Affidavits") purporting to add certain properties that were included in the Superseded Mortgages but excluded from, or not properly identified in, the April 2018 Deeds of Trust. (*See* Proposed Compl. Ex. 11.) Specifically, the Correction Affidavits purported to make corrections with respect to, among others, Defendant's purported liens on the leases identified in paragraph 11 below (collectively, the "Challenged Leases"). According to the Debtors' own records, the value of the Challenged Leases is over $580 million on a net book value basis, and, according to the Committee's preliminary analysis, at least $540 million on a PV-10 basis.

5. The Proposed Complaint thus asserts, among other allegations,[3] that:

- the purported liens on the Challenged Leases were not properly perfected by the filing of the April 2018 Deeds of Trust;
- the Correction Affidavits did not cure any errors with respect to perfection because, among other reasons, the Correction Affidavits attempted to make material changes to the April 2018 Deeds of Trust but were not executed by the parties thereto, as required by Texas law; and
- in any event, any lien created and/or perfected by the filing of the Correction Affidavits is avoidable as a preferential transfer under section 547 of the Bankruptcy Code.

6. On December 20, 2019, the Committee demanded that the Debtors pursue the Proposed Claims. (*See* December 20, 2019 Letter from A. Renenger to M. Brimmage *et al*., attached hereto as Exhibit C) (the "Demand Letter").) The Debtors responded that they were continuing to investigate potential avoidance claims and therefore the Committee's demand was premature. (*See* Jan. 3, 2020 Letter from M. Brimmage to A. Renenger, attached hereto as Exhibit D) (the "Debtors' Response").) But the Committee believes that determination of the extent of the security interest of the First Lien Noteholders is necessary before any productive plan negotiations can proceed, and the Debtors' failure to act promptly indicates their unwillingness to timely initiate any avoidance action. The Committee's investigation has revealed that the Debtors were aware of the perfection issues with regard to the purported liens on the Challenged Leases for approximately seven months, yet they have failed to pursue the Proposed Claims to date.[4] The Debtors' continued inaction constitutes an unjustified refusal to act in the best interest of the Debtors' estates and creditors.

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[3] The Committee believes that certain of the Debtors' cash accounts may contain proceeds of the Challenged Leases. Because Defendant's purported liens on the Challenged Leases are invalid and unperfected, Defendant likewise has no security interest in such proceeds.

[4] The Committee's investigation is ongoing into certain other potential claims, including, but not limited to, claims regarding any upstream guarantees granted in connection with the issuance of the First Lien Notes. Depending on the result of such ongoing investigation, the Committee reserves all rights to seek standing to bring additional claims and/or causes of action. The Committee also reserves all rights to bring additional causes of action and/or objections for which it is not required to seek standing, including, but not limited to, objections to claims regarding any original issue discount related to the First Lien Notes and any "make-whole" claims asserted by First Lien Noteholders.

7. Accordingly, as more particularly set forth below, the Committee requests that the Court grant it derivative standing to assert, litigate, exclusively settle, and otherwise resolve the Proposed Claims, thereby restoring value to the estates for the benefit of the Debtors' unsecured creditors.

JURISDICTION

8. The Court has jurisdiction over this matter pursuant to 28 U.S.C. §§ 157 and 1334. Venue is proper in this district pursuant to 28 U.S.C. §§ 1408 and 1409. This matter is a core proceeding within the meaning of 28 U.S.C. § 157(b)(2). The Committee consents to the entry of a final order or judgment by the Court in connection with this Motion pursuant to Rule 7008 of the Bankruptcy Rules.

BACKGROUND

A. The Chapter 11 Cases

9. On August 11, 2019 (the "Petition Date"), the Debtors filed voluntary petitions for relief under chapter 11 of the Bankruptcy Code in this Court. The Debtors continue to operate their businesses as debtors-in-possession in accordance with sections 1107 and 1108 of the Bankruptcy Code. No trustee has been appointed. On January 8, 2020, the United States Trustee for the Southern District of Texas (the "U.S. Trustee") filed a motion, scheduled for hearing on February 12, 2020, to appoint Harrison J. Goldin as examiner. (*See* Dkt. Nos. 797, 866.)

10. On August 27, 2019, in accordance with Bankruptcy Code section 1102(a)(1), the U.S. Trustee appointed the Committee. (Dkt. No. 228.) The Committee has the statutory powers and obligations described in section 1103 of the Bankruptcy Code, including the authority to investigate the acts, conduct, assets, liabilities, and financial condition of the Debtors and to "perform such other services as are in the interest of" unsecured creditors. 11 U.S.C. § 1103(c)(2), (5).

B. The Credit Agreements and The April 2018 Deeds of Trust

11. At various times between 2012 and 2017, the Debtors executed the Superseded Mortgages in favor of certain of the Debtors' secured lenders. Three of the Superseded Mortgages and four leases are relevant to the Proposed Claims:

- On November 15, 2012, Debtor SN Palmetto LLC ("SN Palmetto") granted a lien on an oil and gas lease originally between EOG Resources Inc. and Roy Allen Koenning, dated February 10, 2009 (the "Koenning Lease"). The Koenning Lease covers approximately 89 net acres. On August 31, 2016, SN Palmetto granted an additional lien on an oil and gas lease originally between Robert Hausser *et al*. and SEP Holdings II, LLC dated June 7, 2010 (the "Hausser Lease" and, together with the Koenning Lease, the "SN Palmetto Leases"). The Hausser Lease covers approximately 5,559 net acres of land, and based on the Committee's preliminary analysis, its PV-10 value is at least $96 million.

- On June 30, 2014, Debtor SN Catarina LLC ("SN Catarina"), granted a lien on, among other collateral, the oil and gas leases listed on Exhibit A to the Mortgage, Deed of Trust, Security Agreement, Financing Statement, and Assignment of Production (the "2014 Catarina Deed of Trust"). One such lease, dated May 12, 2010 originally between Harrison Interests, Ltd. and P Ranch Working Interest, LLC (the "HIL Lease") consists of eight tracts covering approximately 106,000 acres. Combined with two smaller leases held by SN Catarina spanning 40 acres and 73 acres respectively, the HIL Lease is valued by the Debtors at approximately $579 million at net book value. Based on the Committee's preliminary analysis, its PV-10 value is at least $446.5 million.

- Finally, on April 6, 2017, SN EF Maverick, LLC ("SN Maverick") granted a lien on various oil and gas leases, purportedly including an oil and gas lease originally between Briscoe Ranch Incorporated and Edward Vaughn dated December 1, 2005 (the "Briscoe Ranch Lease"). The Briscoe Ranch Lease covers approximately 2,035 net acres, and based on the Committee's preliminary analysis, its PV-10 value is at least $5.5 million.

12. On February 14, 2018, the Debtors executed the Third Amended and Restated Credit Agreement among SN, the Initial Collateral Trustee, various lenders, and RBC Capital Markets in its capacity as the arranger (the "Credit Agreement"), which reduced the commitment under the Debtors' revolving credit facility to $25 million, decreased the number of lenders thereunder, and extended the prior agreement's maturity date. On that same date, SN issued the First Lien Notes

pursuant to an indenture dated February 14, 2018 among SN, various Debtors as guarantors, Delaware Trust Company as Trustee, and the Initial Collateral Trustee (the "Indenture").

13. In connection with these changes in capital structure, each of the respective Superseded Mortgages were replaced in their entirety by the April 2018 Deeds of Trust on April 13, 2018. In addition to replacing and superseding the Superseded Mortgages, the April 2018 Deeds of Trust contained a release clause, stating that "to the extent that a lease was not included on Exhibit A attached hereto, any property described in Existing Mortgages[5] *is hereby released, and the Collateral Trustee hereby releases any such property, from the security interests created under the Existing Mortgage and shall not be subject to the security interest created hereb*y[.]" (the "Release Clause"). (*See* Proposed Compl. Ex. 1 at 3 (emphasis added).) None of the Challenged Leases are listed in Exhibit A to the April 2018 Deeds of Trust.[6] Accordingly, each of the Challenged Leases were no longer subject to the Collateral Trustee's liens as the April 2018 Deeds of Trust (i) expressly released the Collateral Trustee's liens thereon and (ii) in any case, did not provide notice of the Collateral Trustee's purported liens to a hypothetical bona fide purchaser. *See* Tex. Prop. Code § 13.002 (stating that notice is provided where a lienholder "properly record[s]" the lien in "the proper county").

14. With respect to the HIL Lease, the April 2018 Deeds of Trust, when originally filed, purported to grant a lien on an oil and gas lease executed by Harrison Interests, Ltd. and P Ranch Working Interest, LLC that was purportedly recorded at book 2943, page 294, instrument 1072987 in

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5 "Existing Mortgages," as used in the Release Clause, is defined in Exhibit B to the April 2018 Deeds, and includes each of the Superseded Mortgages.

6 As set forth in the Proposed Complaint, Exhibit A to the April 2018 Deeds of Trust consolidated all of the oil and gas leases purportedly being made subject to a lien in connection with the Credit Agreement and the Indenture into a single omnibus list. Thus, the same list of oil and gas leases was attached as Exhibit A to each of the April 2018 Deeds of Trust, regardless of the entity listed as the grantor. The Committee attaches Proposed Complaint Exhibits 1-3 as representative of the April 2018 Deeds of Trusts and the omnibus list of collateral at issue.

the official real property records in Dimmit County. No such oil and gas lease is, however, is recorded at that book and page number in Dimmit County.

15. Although the 2014 Catarina Deed of Trust included recording information for the HIL Lease in three counties (Dimmitt, La Salle, and Webb), the April 2018 Deeds of Trust did not reference the recorded location of the HIL Lease for any county.

16. With respect to the Hausser Lease, the April 2018 Deeds of Trust, when originally filed, referred to an oil and gas lease between Robert Hausser, *et al.* and SEP Holdings II, LLC, purportedly recorded at book 314, page 128 in the official real property records of Frio County, with an instrument number of 0126770. No such oil and gas lease is recorded at that book and page number in Frio County.

17. With respect to the Koenning Lease, the April 2018 Deeds of Trust, when originally filed, referred to an oil and gas lease between Roy Allen Koenning and EOG Resources Inc., purportedly recorded at book 999, page 837, in the official real property records of DeWitt County, with an instrument number of 239874. No such oil and gas lease is recorded at that book and page number in DeWitt County.

18. When originally filed, the April 2018 Deeds of Trust also referenced as collateral the recorded location of two memoranda related to the Briscoe Ranch Lease which purported to record the Briscoe Ranch Lease. Those memoranda, however, were legally defective and failed to follow Texas law, as explained in the attached complaint. As a result, the April 2018 Deeds of Trust did not refer to a location where the Briscoe Ranch Lease was validly recorded.

C. <u>The Correction Affidavits</u>

19. [redacted]

[redacted]

i. The Correction Affidavits Made Material Changes to the April 2018 Deeds of Trust With Respect to the Challenged Leases.

20. Soon thereafter, on or around June 26, 2019—approximately 46 days before the Debtors filed for bankruptcy, Cinco Energy Management Group ("Cinco") unilaterally filed eighteen Correction Affidavits in nine Texas counties. [redacted]

21. The Correction Affidavits attempted to make material changes to the April 2018 Deeds of Trust, including (i) altering the recording information, including book, page, and/or instrument numbers to refer to the recorded locations of the properties subject to the Challenged Leases; and (ii) revising the April 2018 Deeds of Trust to include references to additional counties and properties. The changes made by the Correction Affidavits are reproduced below and described in the Proposed Complaint.[7]

[7] For clarity, the Committee has added headings in red denoting the Lease Date, Lease Expiration, Book, Page, Instrument, County, and State information to the excerpts from the Correction Affidavits. These headings are not included in the original Correction Affidavits. The graphics depicted in the following paragraphs contain the relevant excerpts from the Correction Affidavits.

22. The Correction Affidavits made the following material changes affecting the HIL Lease:

E. On page 6 of 7 of Exhibit A of the Original Instrument, the legal description for Lease No. T0615001 reads:

			Lease Date	Lease Expiration	Book	Page	Instrument	County	State
T0615001	HARRISON INTERESTS, LTD.	P RANCH WORKING INTEREST, LLC	5/12/2010	5/12/2013	2943	294	1072987	Dimmit	TX

The foregoing legal description for Lease No. T0615001 is hereby changed to read:

			Lease Date	Lease Expiration	Book	Page	Instrument	County	State
T0615001	HARRISON INTERESTS, LTD.	P RANCH WORKING INTEREST, LLC	5/12/2010	5/12/2013	2943 386 505	294 510 161	1072987 15055 86051	Webb Dimmit La Salle	TX

23. The Correction Affidavits made the following material changes affecting the Hausser Lease:

F. On page 6 of 7 of Exhibit A of the Original Instrument, the legal description for Lease No. T0474005 reads:

			Lease Date	Lease Expiration	Book	Page	Instrument	County	State
T0474005	HAUSSER, ROBERT JR, ET AL	SEP HOLDINGS II LLC	6/7/2010	6/6/2013	314	128	0126770	Frio	TX

The foregoing legal description for Lease No. T0474005 is hereby changed to read:

			Lease Date	Lease Expiration	Book	Page	Instrument	County	State
T0474005	HAUSSER, ROBERT JR, ET AL	SEP HOLDINGS II LLC	6/7/2010	6/6/2013	314 76	128 625	81407 126770	Zavala Frio	TX

24. The Correction Affidavits made the following material changes affecting the Koenning Lease:

A. On page 1 of 7 of Exhibit A of the Original Instrument, the legal description for Lease No. T0463045 reads:

			Lease Date	Lease Expiration	Book	Page	Instrument	County	State
T0463045	KOENNING, ROY ALLEN	EOG RESOURCES INC	2/10/2009	2/10/2012	999	837	239874	De Witt	TX

The foregoing legal description for Lease No. T0463045 is hereby changed to read:

			Lease Date	Lease Expiration	Book	Page	Instrument	County	State
T0463045	KOENNING, ROY ALLEN	EOG RESOURCES INC	2/10/2009	2/10/2012	999 434	837 1	239874 89879	Gonzales DeWitt	TX

25. The Correction Affidavits made the following material changes affecting the Briscoe Ranch Lease:

B. On page 1 of 7 of Exhibit A of the Original Instrument, the legal description for Lease No. T0616002-001 reads:

			Lease Date	Lease Expiration	Book	Page	Instrument	County	State
T0616002-001	BRISCOE RANCH INC.	EDWARD G VAUGHAN	12/1/2005	11/30/2007	329	138	7002	Dimmit	TX

The foregoing legal description for Lease No. T0616002-001 is hereby changed to read:

			Lease Date	Lease Expiration	Book	Page	Instrument	County	State
T0616002-001	BRISCOE RANCH INC.	EDWARD G VAUGHAN	12/1/2005	11/30/2007	329 330 458 460	138 379 515 230	7002 7250 78892 79159	Dimmit Dimmit La Salle La Salle	TX

[redacted]

26. [redacted]

27. [redacted]

8 [redacted]

9 [redacted]

[redacted]

iii. The Committee Demanded That the Debtors Pursue the Proposed Claims.

28. The Committee sent a letter to the Debtors' counsel on December 20, 2019 requesting that the Debtors commence an action seeking to avoid the Defendant's purported liens on the Challenged Leases as unperfected or otherwise invalid. (*See* Ex. C.)

29. The Committee requested that the Debtors respond to the Demand Letter by January 3, 2020 and indicate whether the Debtors intended to comply with the demands set forth therein. The timing proposed by the Committee was intended to ensure that, should it be required to move for standing based on the Debtors' response, it would have sufficient time to (i) comply with the Court's 21-day notice requirement; and (ii) ensure that the Court would have ample time to consider and rule on any such motion before the then-effective deadline for the Committee to bring an avoidance action expired on January 31.[10] It later became apparent in the course of the parties' negotiations regarding the Final DIP Order that the deadline for the Committee to seek standing would be extended into February.

30. The Debtors' Response to the Demand Letter received on January 3, 2020 does little more than characterize the Committee's demand as premature. (*See* Ex. D) In short, the Debtors' Response, which broadly states that its investigation is ongoing, provides the Committee with little

[10] Under the interim DIP order, Dkt. No. 144, the Committee would have been required to bring the Proposed Complaint within 60 days of the Committee's appointment (the "Challenge Period"). Subsequently, but prior to entry of the Final DIP Order, the parties agreed to extend the Challenge Period until January 31. The deadline was further extended to February 21 under the Final DIP Order. When the Committee served its Demand Letter on the Debtors, the January 31 deadline was in effect.

insight as to whether the Debtors actually intend to bring the Proposed Claims. Instead, the Debtors suggested that the Committee continue to wait patiently until they have reached a decision as to whether they will do so. The Debtors stated that their investigation is continuing with respect to "any potential claims and causes of action in respect of the Liens, including those identified in [the Committee's] December 20 Letter," and asserted that the Debtors were prepared to take action "at the appropriate time . . . prior to the expiration of the Challenge Period." (*Id.*) But the Debtors provided no indication of when that might be, ignoring the urgency of resolving the Proposed Claims.

31. Indeed, even after accruing over $386,000 in fees to their lien investigation through November 2019, the Debtors have still not filed a complaint challenging the validity of perfection of any liens.

32. Determining the extent to which the First Lien Noteholders' claims are secured is a gating issue to formulating any confirmable plan of reorganization. Until the interested parties are sure which of the Debtors' assets are encumbered, any plan proposed by the Debtors would not be confirmable, as the creditors could not possibly consent to a plan that is based on an erroneous assumption that the Collateral Trustee has a perfected security interest in the valuable Challenged Leases. If such plan were proposed and it was later determined that Defendant's interest was *not* properly perfected, the Debtors would be back at square one, and any plan-related work done by the parties in the meantime would have been for naught. Resolving the Proposed Claims now only alleviates the inevitable need to do so in the future. The Debtors have all but conceded as much in their submissions to the Court, recognizing that their analysis with respect to the liens will necessarily "inform plan-related negotiations with stakeholders." (*See* Debtors' Motion to Extend Exclusivity Periods at 5, Dkt. No. 694 (the "Exclusivity Motion"); *see also infra* ¶¶ 68-69.)

33. The Debtors' excuse that they need more time to investigate the Proposed Claims falls flat as these cases have been pending for nearly five months, and the Debtors were aware of these issues well before they filed. Rather than provide the Committee with concrete assurances as to whether and when the Debtors would reach a decision, the Debtors have told the Committee to sit tight as they continue their investigation, without providing any comfort that the Debtors are diligently working to move these claims forward.

34. Given that the Proposed Claims are worth hundreds of millions of dollars, the Debtors' refusal to timely pursue them potentially deprives the Debtors' unsecured creditors of substantial recovery.

RELIEF REQUESTED

35. The Committee respectfully requests entry of an order, substantially in the form attached hereto as Exhibit A, pursuant to sections 105(a), 1103(c)(5), and 1109(b) of the Bankruptcy Code, granting the Committee standing to commence and prosecute actions against the Defendant substantially in the form of the Proposed Complaint.

BASIS FOR RELIEF REQUESTED

36. The filing of a petition for reorganization under chapter 11 of the Bankruptcy Code creates an estate, which includes "all legal or equitable interests of the debtor in property as of the commencement of the case." 11 U.S.C. § 541(a)(1); *see La. World Exposition, Inc. v. Fed. Ins. Co.*, 858 F.2d 233, 245 (5th Cir. 1988) ("The filing of a petition for reorganization under Chapter 11 of the Code creates an estate, which is comprised of all the property listed under section 541, wherever located and by whomever held . . ."). Property of the estate includes all causes of action—such as those seeking the avoidance of a lien—that belong to the debtor at the time a debtor's case is commenced. *See La. World Exposition*, 858 F.2d at 245 ("Section 541(a)(1)'s reference to 'all legal or equitable interests of the debtor in property' includes causes of action belonging to the debtor at

the time the case is commenced.") (citing *In re S.I. Acquisition, Inc.*, 817 F.2d 1142, 1149 (5th Cir. 1987)); *In re MortgageAmerica Corp.*, 714 F.2d 1266, 1274 (5th Cir. 1983); *In re Ozark Rest. Equip. Co.*, 816 F.2d 1222, 1225 (8th Cir. 1987) ("Section 541(a)(1)'s reference to 'all legal or equitable interests of the debtor in property' includes causes of action belonging to the debtor at the time the case is commenced."). A debtor-in-possession is "duty bound" to assert causes of action that belong to the estate where "doing so would maximize the value of the estate." *La. World Exposition*, 858 F.2d at 246. Where the debtor refuses to pursue such causes of action, Bankruptcy Code sections 1103(c)(5) and 1109(b) recognize a creditors' committee's ability to do so with leave of the bankruptcy court. *See*, *e.g., id.* at 247.

37. The Fifth Circuit has long applied the doctrine of derivative standing in recognition of an official committee's duty to safeguard the interests of unsecured creditors and maximize the value of the estate for their benefit under Bankruptcy Code section 1103(c). *See*, *e.g., La. World Exposition*, 858 F.2d at 247; *Coral Petrol., Inc. v. Banque Paribas-London*, 797 F.2d 1351, 1363 (5th Cir. 1986).

38. Derivative standing should be granted where, as here, (1) the official committee presents a colorable claim; (2) the debtors unreasonably refuse to prosecute such claim; and (3) the official committee obtains permission from the court to initiate the action on behalf of the estate. *See La. World Exposition*, 858 F.2d at 247; *Reed v. Cooper (In re Cooper)*, 405 B.R. 801, 815 (N.D. Tex. 2009); *Official Emp't-Related Issues Comm. of Enron Corp. v. Lavorato (In re Enron Corp.)*, 319 B.R. 128, 131 (Bankr. S.D. Tex. 2004); *see also Official Comm. of Unsecured Creditors of Cybergenics Corp. ex rel. Cybergenics Corp. v. Chinery*, 330 F.3d 548, 553 (3d Cir. 2003) ("We believe that Sections 1109(b) [and] 1103(c)(5) . . . of the Bankruptcy Code evince Congress's approval of derivative avoidance actions by creditors' committees, and that bankruptcy courts' equitable powers enable them to authorize such suits as a remedy in cases where a debtor-in-possession unreasonably refuses to pursue an avoidance claim.").

39. In fact, the Fifth Circuit has suggested that where the debtor unjustifiably refuses to pursue colorable claims on behalf of the estate, the Court *must* permit the official committee to pursue the action. *See La. World Exposition*, 858 F.2d at 250 ("Here, the debtor-in-possession effectively could not act to maximize the value of the estate. As a result, creditors' interests were not protected. Far from barring the Committee's action . . . [Fifth Circuit law] command[s] this action to go forward.").

40. For the reasons set forth below, the Committee should be granted derivative standing to challenge the validity and perfection of Defendant's purported liens on the Challenged Leases and their proceeds, and to seek avoidance of those liens as unperfected or as preferential transfers. Failure to grant standing in this case would prevent the Committee from returning substantial value to the estates for the benefit of unsecured creditors.

A. <u>The Proposed Claims Are Colorable.</u>

41. Derivative standing should be granted where an official committee demonstrates that the claims it seeks to bring are "colorable." *See La. World Exposition*, 858 F.2d at 247 (collecting cases). The Committee need not show that its claims would withstand a Federal Rule of Civil Procedure 12(b)(6) motion to dismiss; rather, the inquiry is whether the "claim is one that raises a serious question" on the merits. *In re ABC Utils. Servs.*, No. 89-41420-BJH-7, 2001 Bankr. LEXIS 2240, at *27 (Bankr. N.D. Tex. Oct. 9, 2001); *see also Adelphia Commc'ns Corp. v. Bank of America, N.A. (In re Adelphia Commc'ns Corp.)*, 330 B.R. 364, 369, 376 (Bankr. S.D.N.Y. 2005) (holding that there is no need to "conduct a 'mini-trial' or evidentiary hearing" on the colorability issue and recognizing that "[c]ase law construing requirements for 'colorable' claims has made it clear that the required showing is a relatively easy one to make"). As the Court has recognized, a claim is colorable where "there is a possibility of [legal] success," *Spring Serv. Tex. Inc. v. McConnell (In re McConnell)*, 122 B.R. 41, 44 (Bankr. S.D. Tex. 1989), that would justify the

anticipated delay or expense incurred by the parties. *Unsecured Creditors Comm. of Debtor STN Enters. v. Noyes (In re STN Enters.)*, 779 F.2d 901, 906 (2d Cir. 1985) (the official committee need only show "a sufficient likelihood of success to justify the anticipated delay and expense").

42. As set forth below and in the Proposed Complaint, the strength of the Committee's claims easily clears the hurdle of colorability.

i. Liens on the Challenged Leases Were Not Perfected By Filing of the April 2018 Deeds of Trust.

43. The Committee has a colorable claim that Defendant's liens on the Challenged Leases were not perfected when the April 2018 Deeds of Trust were originally filed. Under Texas law, a lienholder perfects its lien on real property by providing either actual, constructive, or inquiry notice of that lien to third parties. Tex. Prop. Code § 13.002; *see Flack v. First Nat'l Bank*, 148 Tex. 495, 498-99, 226 S.W.2d 628, 631 (1950).

44. Actual notice requires "personal information or knowledge," whereas constructive notice "imputes" notice to a person who does not otherwise have firsthand knowledge of the lien. *Madison v. Gordon,* 39 S.W.3d 604, 606 (Tex. 2001). A lienholder provides constructive notice to third parties by properly recording its lien in the relevant county. Tex. Prop. Code § 13.002; *see also Gomez v. Kamper Invs., LLC (In re Gomez)*, 388 B.R. 279, 291 (Bankr. S.D. Tex. 2008) (Isgur, J.) ("Constructive notice is 'notice given by properly recorded instruments and charged to a person as a matter of law, regardless of the person's actual knowledge.'") (citation omitted). In Texas, a lienholder may provide constructive notice of a lien on real property by referring to the book, page number, and county where the real property is recorded. *See* Tex. Prop. Code § 11.007. If a party provides notice by reference to other legal instruments, its description of the book, page number, and county in which that legal instrument is located must be accurate, because under the doctrine of constructive notice, "there is imputed to the subsequent purchaser or incumbrancer notice *only of that which appears on the face of the recorded instrument*, and . . . where there is a substantial

discrepancy between the property intended to be conveyed or mortgaged and that described in the instrument, the record will not operate as notice." *Rheem Acceptance Corp. v. Rowe,* 332 S.W.2d 353, 355 (Tex. Civ. App. 1959) (emphasis added) (citation and internal quotation marks omitted).

45. Here, a creditor would not have had constructive notice of the existence of the liens at issue because the April 2018 Deeds of Trust contained no accurate reference to the recordation of the Challenged Leases in any county. For instance:

- With respect to the HIL Lease, the April 2018 Deeds of Trust provided no description of the encumbered acreage, referenced an apparent internal SN lease number rather than the official Texas Lease Number, and made no accurate reference to the recording information for the HIL Lease in any county. (*See generally* Proposed Compl. Ex. 1.)

- With respect to the Hausser and Koenning Leases, the April 2018 Deeds of Trust did not reference the recording information of those leases. (*See generally* Proposed Compl. Ex. 3.)

- With respect to the Briscoe Ranch Lease, the April 2018 Deeds of Trust referred to two legal memoranda which were legally defective under Texas law, and thus a valid lien was not created. (*See generally* Proposed Compl. Ex. 2.)

46. Nor was there sufficient inquiry notice. Inquiry notice exists only where the purchaser has a duty to investigate a potential competing interest in the relevant property, and, in exercising that duty, would have been negligent *not* to have discovered any such competing interest. *Flack*, 226 S.W.2d at 632 ("In law whatever fairly puts a person on inquiry is sufficient notice, where the means of knowledge are at hand, which if pursued by the proper inquiry the full truth might have been ascertained. *Where there is a duty of finding out and knowing, negligent ignorance has the same effect* in law as actual knowledge.") (emphasis added). But "an improperly recorded instrument is not sufficient to trigger a duty of reasonable inquiry." *Sommers v. Aguirre (In re Santoyo)*, 540 B.R. 284, 291 (Bankr. S.D. Tex. 2015) (Isgur, J.) (holding an improperly recorded deed did not provide either constructive or inquiry notice). Where a purchaser, in his or her investigation, would discover only records that did not comply with the Texas Property Code, "[a]ny duty of inquiry must end

there. To impose a duty to investigate defective instruments would negate entirely the requirements for proper recordation as set forth by the Texas Property Code." *Id.*; *see also Teofan v. Cools (In re Spring Creek Invs., N.V.)*, 71 B.R. 157, 159-60 (Bankr. N.D. Tex. 1987) (explaining that hypothetical purchasers are under no duty to speculate or undergo an "exhaustive inquiry or investigation"). Because the April 2018 Deeds of Trust did not sufficiently identify the properties subject to the Challenged Leases in compliance with Texas law, no duty of inquiry was triggered.

47. Further, even if a hypothetical purchaser would have found the April 2018 Deeds of Trust, he or she would have had no way of determining from the April 2018 Deeds of Trust that the Challenged Leases were subject to a lien. Indeed, a reasonable review of the April 2018 Deeds of Trust would have led to the opposite conclusion—that the Superseded Mortgages' liens on the Challenged Leases had been released by the Release Clause. (*See supra* ¶ 13.)

48. Thus, a hypothetical third party seeking to record a security interest in the Challenged Leases, would not have had actual, constructive, or inquiry notice of any prior liens thereon by reviewing the April 2018 Deeds of Trust.

ii. The Correction Affidavits Did Not Create or Perfect a Lien on the Challenged Leases Because They Are Invalid Under Texas Law.

49. The Committee also has a colorable claim that the Correction Affidavits did not create or perfect the Defendant's purported liens on the Challenged Leases.

50. The validity and effectiveness of the Correction Affidavits is a question of Texas state law. *Cook v. Frazier*, 765 S.W.2d 546, 550 (Tex. App. 1989) ("The validity of an instrument conveying realty is determined by the laws of the jurisdiction in which it is located."). Pursuant to section 5.028 of the Texas Property Code, a person with personal knowledge of a transaction can make only non-material corrections in the required filings without the other party's consent. Tex. Prop. Code § 5.028. *Material* corrections, however, can be made only upon consent of *all parties* to the original transaction, and courts do not hesitate to invalidate a corrective instrument lacking the

requisite participation of all parties. *Id.* § 5.029; *see, e.g.*, *Perez v. Ocwen Loan Servicing, LLC*, No. 17-3484, 2019 U.S. Dist. LEXIS 141160, at *16-17 (S.D. Tex. June 10, 2019); *Yates Energy Corp. v. Broadway Nat'l Bank*, No. 04-17-00310-CV, 2018 WL 6626605 (Tex. App. Dec. 19, 2018, pet. filed); *AIC Mgmt. Co. v. AT&T Mobility, LLC*, No. 01-16-00896-CV, 2018 WL 1189865, at *21-22 (Tex. App. Mar. 8, 2018, pet. denied).

51. Non-material changes include the "addition, correction, or clarification of a legal description" resulting from "inadvertent error" or clerical mistake. Tex. Prop. Code § 5.028(a-1)(1). However, the addition of land to the description of a lease is certainly a *material* change. *See id.* § 5.029(a)(1)(C); *Tanya L. McCabe Trust v. Ranger Energy LLC*, 531 S.W.3d 783, 796 (Tex. App. 2016, pet. denied) ("The addition of land to a conveyance that correctly conveys other land is a material change.") (internal citations omitted).

52. Here, Cinco unilaterally filed the Correction Affidavits on behalf of the 1L Ad Hoc Group without the consent of any party to the original April 2018 Deeds of Trust.

53. The Correction Affidavits made material changes to the legal descriptions of the land described in the April 2018 Deeds of Trust and are therefore invalid under Texas law. Specifically, the Correction Affidavits added both new land and recording information with respect to various Texas counties. (*See supra* ¶¶ 22-25.) Such changes required the consent of all parties to the underlying transfers (*i.e.*, the relevant Debtors and the Initial Collateral Trustee), which Cinco had not obtained, and the Correction Affidavits are therefore invalid under section 5.029 of the Texas Property Code.

54. To the extent certain of the changes are found to be non-material, the Correction Affidavits are nevertheless invalid because the affiant lacked the personal knowledge required under Texas law. *See* Tex. Prop. Code § 5.028(c). The affiant of the Correction Affidavits was a Senior Landman at Cinco and an agent of the 1L Ad Hoc Group. The affiant affirmed that she had

"personal knowledge" of the execution of the April 2018 Deeds of Trust after "having reviewed the pertinent documents related to the transaction and the public records associated with the [April 2018 Deeds of Trust]." The Correction Affidavits include no additional explanation as to the extent of the affiant's personal knowledge of the execution of the April 2018 Deeds of Trust. As alleged in the Proposed Complaint, the affiant to the Correction Affidavits lacked the requisite "personal knowledge" under Texas law.

iii. Any Liens Created or Perfected by the Filing of the Correction Affidavits are Avoidable as Preferential Transfers Under Section 547 of the Bankruptcy Code.

55. Even were the Court to conclude that the filing of the Correction Affidavits was proper, any purported perfection of a lien thereby is avoidable as a preferential transfer under section 547 of the Bankruptcy Code. A transfer of an interest of the debtor in property is preferential where the transfer is: (1) to or for the benefit of a creditor; (2) for or on account of antecedent debt; (3) made while the debtor was insolvent; (4) within 90 days before the date of the filing of the bankruptcy petition; (5) that enabled the creditor to receive more than it would otherwise have received if the transfer had not been made and the case proceeded under chapter 7. 11 U.S.C. § 547(b); *see Union Bank. v. Wolas*, 502 U.S. 151, 154- 55 (1991); *Pritchard v. Wright Capital Corp. (In re Ecco Drilling Co.)*, No. 07-60987, 2011 Bankr. LEXIS 3126, at *8 (Bankr. E.D. Tex. Aug. 12, 2011).

56. The elements of a preferential transfer are satisfied here. First, the grant or perfection of a lien constitutes a "transfer" under the Bankruptcy Code, *see* 11 U.S.C. § 101(54)(A), and such transfer here was made (i) for the benefit of creditors (the First Lien Noteholders) (ii) for or on account of antecedent debt (the First Lien Notes).

57. Because no additional consideration was received in exchange for the filing of the Correction Affidavits, any transfer purportedly created thereby was necessarily made on account of the debt already owed to the First Lien Noteholders and other relevant secured creditors. *See, e.g.*, *FBI Wind Down Inc. Liquidating Tr. v. All Am. Poly Corp. (In re FBI Wind Down, Inc.)*, 581 B.R.

116, 136 (Bankr. D. Del. 2018) (a creditor that takes on additional collateral while the debtor is insolvent may be subject to a preferential transfer claim).

58. Furthermore, there is a rebuttable presumption that the Debtors were insolvent during the 90-day period before the Petition Date. *See* 11 U.S.C. § 547(f). The Debtors filed their voluntary petitions for bankruptcy protection on August 11, 2019—46 days after the Correction Affidavits were filed, *i.e.*, well within the statutory lookback period.

59. Finally, any lien purported to have been created or perfected as a result of the filing of the Correction Affidavits would have enabled the Collateral Trustee to receive more than it would under a chapter 7 liquidation. Courts consider the creditor's "improvement in position" by asking what amount the creditor would have received "if the debtor had not made the payment to the creditor, and the debtor were liquidated." *Braniff Airways v. Exxon Co.*, 814 F.2d 1030, 1034, 1040-41 (5th Cir. 1987); *see also Krafsur v. Scurlock Permian Corp. (In re El Paso Refinery, L.P.)*, 171 F.3d 249, 253 (5th Cir. 1999). The First Lien Noteholders' position would have improved dramatically to the extent the Correction Affidavits resulted in perfection of the liens on the Challenged Leases. The Committee believes that the value of the collateral held by the Collateral Trustee (that the Committee is *not* challenging) is insufficient to satisfy all of the First Lien Noteholders' claims in full. Thus, if the Correction Affidavits perfected the liens on the Challenged Leases, then the value of the Defendant's collateral would have increased by hundreds of millions of dollars, enabling the First Lien Noteholders to receive a greater recovery than they would under a chapter 7 liquidation. Accordingly, the Committee has colorable claims that any liens purported to have been created or perfected by the filing of the Correction Affidavits are avoidable as preferential transfers.

B. <u>The Debtors Have Unjustifiably Refused to Pursue The Proposed Claims.</u>

60. Derivative standing should be granted where the debtor has unjustifiably refused to pursue colorable claims, such that the creditors' interests are left unprotected. *See La. World*

Exposition, 858 F.2d at 249, 250; *In re Babcock & Wilcox Co.*, No. 01-1467, 2001 WL 725318, at *4 (E.D. La. June 26, 2001) (citing 858 F.2d at 253 n.20). Refusal may be implied where the debtors' inaction is unreasonable under the circumstances or the debtors have otherwise made it apparent that they lack interest or incentive to pursue the claims. *See id.* at 235 ("The management committee, recognizing that it had an inherent conflict of interest, declined to vote on the demand. Construing that response as a refusal on the part of the debtor-in-possession to pursue the claim, the Committee filed an application in the bankruptcy court seeking permission to institute the suit on [the debtor's] behalf."); *see also Canadian Pac. Forest Prods. Ltd. v. J.D. Irving, Ltd. (In re Gibson Grp.)*, 66 F.3d 1436, 1439 (6th Cir. 1995) ("If the debtor-in-possession gives no reason for its inaction when a demand is made, the bankruptcy court may presume that its inaction is an abuse of discretion ('unjustified') if the complaint alleges a colorable claim.").

61. Refusal is unjustified where the probabilities of legal success and financial recovery outweigh other considerations, such as undue delay or the cost of litigation. *La. World Exposition*, 858 F.2d at 253 n.20; *In re ABC Utils. Servs.*, 2001 Bankr. LEXIS at *31 (quoting *In re STN*, 779 F.2d at 905). Where litigation would not unduly delay the bankruptcy proceedings and the projected value of the claims outweighs the probable cost of litigation, refusal to bring such claims is unjustified. *See In re ABC Utils. Servs.*, 2001 Bankr. LEXIS at *30-31 (explaining that "the unjustified refusal calculus will generally amount to little more than a cost-benefit analysis").

62. Approximately seven months after the 1L Ad Hoc Group flagged the defects in the April 2018 Deeds of Trust, the Debtors have failed to pursue the Proposed Claims. The Debtors' failure to pursue the Proposed Claims is especially troublesome given that resolution of such claims is necessary to meaningfully move these cases forward. *Cf. Goldberg v. Craig (In re Hydro-Action, Inc.)*, 341 B.R. 186, 192 (Bankr. E.D. Tex. 2006) ("'[C]reditors are not helpless when a debtor-in-possession refuses to bring avoidance actions and the statute of limitations is nearing expiration. . . .

[A] creditors' committee . . . may, with leave of the bankruptcy court, initiate avoidance and other actions when the debtor-in-possession has failed to do so.'") (quoting *Starzynski v. Sequoia Forest Indus.*, 72 F.3d 816, 821 (10th Cir. 1995)). Accordingly, the Committee sent its Demand Letter, requesting that the Debtors respond no later than January 3, 2020. As of the filing of this Motion, the Debtors have not initiated any action on account of the Proposed Claims. Instead, the Debtors asserted that the Committee's letter was premature in light of the then-effective January 31 deadline (which was recently extended by the Final DIP Order).

63. Rather than provide the Committee with any indication as to whether the Debtors are willing to bring the Proposed Claims, the Debtors' Response merely asserts that the Debtors need more time to continue their investigation. But the Debtors have already had more than sufficient time to investigate these valuable claims, and the Committee has not received any concrete indication that the Debtors plan to pursue the Proposed Claims in their own right.

64. The Debtors stated as early as December 6, 2019—over one month ago—that they were in the "final stages of their analysis" with respect to the liens and mortgages at issue, and that such analysis would inform plan negotiations. (*See* Exclusivity Mot. at 3.) The Debtors' Response claiming that they need more time is not only at odds with the Debtors' previous representations to the Court but affirms that the Debtors are unwilling and unmotivated to assert the Proposed Claims.

65. Coupled with the high potential value the Proposed Claims could return to the estates, the Debtors' vague promise to "take[] all appropriate action, at the appropriate time" is tantamount to refusal, thus leaving unsecured creditors' interests unprotected. (*See* Ex. D); *see In re Babcock & Wilcox Co.*, 2001 WL 725318, at *2 (finding that the claimants' interests would be left unprotected after the debtor "promised to investigate the transfers" and then initiated suit to "thwart" the claimants' committee' claims). Any further delay in bringing the Proposed Claims risks undermining and unduly delaying plan negotiations. Creditors should not be compelled to wait any

longer for the Debtors to act. *Cf. In re Adelphia Commc'ns Corp.*, 330 B.R. at 373 (stating that derivative standing is the appropriate mechanism for protection of creditors' interests, when "[d]ebtors . . . lack the inclination . . . to bring actions that should be prosecuted. They sometimes have higher priorities, or are distracted by other things. They sometimes have a practical need to avoid confrontation with entities like their secured lenders, because they need those entities' continuing cooperation[.]").

66. The reasons for the Debtors' failure to act is not relevant. *See In re Gibson Grp.*, 66 F.3d at 1441 (agreeing that "whatever internal reason [the debtor] may have had for failing to act, [the party seeking derivative standing] need show only a colorable claim likely to benefit the estate plus a failure to bring this claim. . . . [Such party] does not have to plead facts showing the debtor-in-possession's *motive* or *reason* for not filing the avoidance action in order to properly allege unjustified inaction. Such a heightened pleading standard is not required for a creditor to make its prima facie showing for standing."). Thus, the Committee needs only to demonstrate that colorable claims exist and the Debtors have failed to pursue them.

67. Based on the Committee's investigation, a successful challenge to the perfection of Defendant's liens on the Challenged Leases could return significant value to the estates. Any recovery resulting from this litigation—which seeks to avoid Defendant's interest in the Challenged Leases, one of which is preliminarily valued at approximately $446.5 million on a PV-10 basis—would far outweigh the anticipated costs of litigation. Given the value of the leases involved, even a relatively small chance of success weighs strongly in favor of the Committee's pursuit of the Proposed Claims. Although the Court may consider the potential costs of litigation, the relevant inquiry is primarily whether the prosecution of the Proposed Claims would be a sensible expenditure of the estates' resources. *See In re Adelphia Commc'ns Corp.*, 330 B.R. at 386 ("[T]he purpose of the bankruptcy court's gatekeeper role is to protect the *estate*, to ensure that the litigation reasonably

can be expected to be a sensible expenditure of estate resources, and will not impair reorganization.").

68. Moreover, the bankruptcy cases would not be unduly delayed by the Committee's pursuit of the Proposed Claims. Indeed, prosecuting the Proposed Claims would facilitate, rather than impair, successful negotiations of the terms of any plan of reorganization for the Debtors, as determining whether the Defendant's security interest is properly perfected is a necessary predicate to determining the allocation of value of the Debtors' estates. (*See supra* ¶ 32.) The Proposed Complaint seeks to invalidate purported liens on the leases covering approximately 78% of the Debtors' net acreage. The Debtors and their constituents cannot possibly allocate value under a plan of reorganization until the parties in interest understand the extent of the Debtors' unencumbered assets. As the Debtors recognize in their Exclusivity Motion, resolution of these issues will necessarily "inform plan-related negotiations with stakeholders." (*See* Exclusivity Mot. at 5.)

69. Given that the Debtors have repeatedly represented that they intend to begin plan negotiations in the near term, *see id.* at 3-5, 13, the Proposed Claims should be resolved promptly. The Debtors' insistence that the parties are on the cusp of plan negotiations only proves the Committee's point that the Proposed Claims ought to be resolved now so that the parties can meaningfully engage when that time comes.[11]

70. In any event, even if some delay in the bankruptcy cases resulted from the proposed adversary proceeding, the significant projected return to the estates guarantees that such delay would not be "undue."

[11] Nor could the Debtors engage in a sale of assets under section 363 of the Bankruptcy Code rather than attempt to reorganize until these claims are resolved. The Debtors' secured creditors, including the 1L Ad Hoc Group, would only be entitled to credit bid their *allowed* secured claims. *See* 11 U.S.C. § 363(k). Until the validity of such claims is conclusively determined, the secured creditors would not be entitled to do so.

CONCLUSION

71. For the reasons set forth above, the Court should authorize the Committee to assert, litigate, exclusively settle, and otherwise resolve the Proposed Claims as more fully set forth in the Proposed Complaint.

NOTICE

72. Notice of this Motion was given to: (a) counsel to the Debtors; (b) the U.S. Trustee; (c) the Office of the Attorney General of the states in which the Debtors operate; (d) counsel to the Collateral Trustee; (e) counsel to the 1L Ad Hoc Group; (f) any party that has requested notice pursuant to Bankruptcy Rule 2002; and (g) any other party in interest entitled to notice of this motion. The Committee respectfully submits that such notice is sufficient under the circumstances and that no further notice of this motion is required.

WHEREFORE, the Committee respectfully requests that the Court enter an order substantially in the form of Exhibit A granting the relief requested herein and granting the Committee such relief as the Court deems just and proper. For the avoidance of doubt, the Committee reserves the right to seek standing with respect to any other purported liens or claims at the appropriate time.

Dated: January 24, 2020

Respectfully submitted,

By: */s/ Simon R. Mayer* .

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Co-Counsel to the Official Committee of Unsecured Creditors

Exhibit A

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE SOUTHERN DISTRICT OF TEXAS
HOUSTON DIVISION

In re:	§	Chapter 11
SANCHEZ ENERGY CORPORATION *et al.*,[1]	§	Case No. 19-34508 (MI)
Debtors.	§	(Jointly Administered)

[PROPOSED] ORDER GRANTING THE MOTION OF THE OFFICIAL COMMITTEE OF UNSECURED CREDITORS FOR LEAVE, STANDING, AND AUTHORITY TO PROSECUTE CAUSES OF ACTION ON BEHALF OF THE DEBTORS' ESTATES

Upon consideration of the Motion (the "Motion") of the Official Committee of Unsecured Creditors (the "Committee") of Sanchez Energy Corporation and its affiliated debtors and debtors-in-possession (collectively, the "Debtors") in the above-captioned chapter 11 cases, seeking entry of an order pursuant to sections 105, 1103(c), and 1109(b) of the Bankruptcy Code, granting the Committee derivative standing and authorizing the Committee to investigate, assert, litigate, settle, and otherwise resolve the causes of action set forth in the Proposed Complaint (the "Causes of Action") on behalf of the Debtors, their estates, and creditors, the Court having jurisdiction over this matter pursuant to 28 U.S.C. §§ 157 and 1334; and the Court having found that this proceeding is a core proceeding under 28 U.S.C. § 157(b)(2); and the Court having found that venue of this proceeding and the Motion in the Court is proper pursuant to 28 U.S.C. §§ 1408 and 1409; and the Court having found that the Committee's notice of the Motion was

[1] The Debtors in these chapter 11 cases, along with the last four digits of each Debtors' federal tax identification number, are: Sanchez Energy Corporation (0102); SN Palmetto, LLC (3696); SN Marquis LLC (0102); SN Cotulla Assets, LLC (0102); SN Operating, LLC (2143); SN TMS, LLC (0102); SN Catarina, LLC (0102); Rockin L Ranch Company, LLC (0102); SN EF Maverick, LLC (0102); SN Payables, LLC (0102); and SN UR Holdings, LLC (0102). The Debtors' service address is 1000 Main Street, Suite 3000, Houston, Texas 77002.

appropriate under the circumstances; and the Court having determined that the bases set forth in the Motion establish just cause for the relief granted herein; and it appearing that the relief requested is in the best interest of the Committee, the Debtors, their estates and creditors, and after due deliberation, and sufficient cause appearing therefore, it is hereby ORDERED:

1. The Committee is granted derivative standing to investigate, assert, and litigate the Causes of Action;

2. The Committee has exclusive authority, subject to Bankruptcy Court approval, to settle or otherwise resolve the Causes of Action on behalf of the Debtors' estates; and

3. The Committee's right to seek standing with regard to any other claims and/or causes of action is not precluded, prevented, or otherwise prejudiced upon the entry of this Order.

Dated: _____, 2020
Houston, Texas

_____
The Honorable Marvin Isgur
United States Bankruptcy Judge

Exhibit B

UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF TEXAS
HOUSTON DIVISION

In re:	§	Chapter 11
SANCHEZ ENERGY CORPORATION *et al.*,	§	Case No. 19-34508 (MI)
Debtors.	§	(Jointly Administered)
OFFICIAL COMMITTEE OF UNSECURED CREDITORS OF SANCHEZ ENERGY CORPORATION, *et al.*,	§	Adversary No. 20-_____ (MI)
Plaintiff,	§	
v.	§	
[•], as collateral trustee under the Collateral Trust Agreement dated February 14, 2018,	§	
Defendant.	§	

[PROPOSED] COMPLAINT FOR (1) DECLARATORY JUDGMENT; (2) AVOIDANCE OF INVALID OR UNPERFECTED LIENS; AND (3) AVOIDANCE OF PREFERENTIAL TRANSFERS

Plaintiff, the Official Committee (the "Committee") of Unsecured Creditors of Sanchez Energy Corporation *et al.*, by and through its undersigned attorneys, hereby alleges as follows:

I. NATURE OF THE ACTION

1. In June 2019, less than two months before the Debtors' bankruptcy filing, the ad hoc group (the "1L Ad Hoc Group") of holders of 7.25% Senior Secured First Lien Notes (the "First Lien Notes") unilaterally filed 18 correction affidavits in various Texas counties (the "Correction Affidavits") in an attempt to create and/or perfect liens on oil and gas leases owned by three Debtor entities valued at hundreds of millions of dollars. The 1L Ad Hoc Group filed the Correction Affidavits because certain Amended and Restated Mortgages, Deeds of Trust, Security Agreements, Financing Statements and Assignments of Production dated April 13, 2018 (together with the exhibits attached thereto, the "April 2018 Deeds of Trust") executed by various Debtor entities had not granted to the Defendant liens on certain valuable oil and gas leases that the 1L Ad Hoc Group believed were part of the collateral package securing the First Lien Notes.

2. The Correction Affidavits did not create or perfect liens, however, because they were not executed by the parties to the April 2018 Deeds of Trust, as is required under the Texas Property Code to make material changes to an original instrument. The Correction Affidavits were also invalid under Texas law because they were executed by an affiant who did not have the requisite personal knowledge of the April 2018 Deeds of Trust.

3. Furthermore, even if the Correction Affidavits were properly filed, any liens created thereby would constitute preferential transfers because the Correction Affidavits were filed within the 90 days prior to the Debtors' petition date. [redacted]

4. Plaintiff, derivatively on behalf of the estates of three of the Debtors, therefore requests a judgment: (i) declaring that Defendant does not have valid liens on the Challenged Leases (as defined below); (ii) avoiding under section 544 of the Bankruptcy Code any lien on the Challenged Leases that was unperfected under applicable Texas law as of the Petition Date; (iii) alternatively, avoiding any lien created or perfected with respect to such leases in the 90 days prior to the Debtors' bankruptcy filing as a preferential transfer under section 547 of the Bankruptcy Code. Further, any transfer avoided under sections 544 and 547 must be preserved for the benefit of the Debtors' estates pursuant to section 551 of the Bankruptcy Code and the Debtors' estates must be entitled to recover any such transfer or the value of such transfer, pursuant to section 550(a) of the Bankruptcy Code.

II. JURISDICTION AND VENUE

5. The Court has jurisdiction over this action under 28 U.S.C. §§ 157(a) and 1334. This Court has jurisdiction to grant declaratory relief under the Declaratory Judgment Act, 28 U.S.C. §2201(a), which grants the Court "the power to declare the rights and other legal relations of any interested party seeking such declaration." *Sommers v. Aguirre* (*In re Santoyo*), 540 B.R. 284, 289 (Bankr. S.D. Tex. 2015).

6. This adversary proceeding is a core proceeding pursuant to 28 U.S.C. §157(b)(2)(A), (F), (K) and (O). This Court has authority to hear all claims asserted by the Committee in this complaint. Pursuant to Bankruptcy Local Rule 7008-1, the Committee consents to entry of final orders or judgment by the Court if it is determined that the Court, absent consent of the parties, cannot enter final orders or judgment consistent with Article III of the United States Constitution.

7. Venue is proper in this Court pursuant to 28 U.S.C. §§ 1408 and 1409.

III. THE PARTIES

8. On August 11, 2019, each of (i) Sanchez Energy Corporation ("SN"), (ii) SN Palmetto, LLC ("SN Palmetto"); SN Marquis, LLC; SN Cotulla Assets, LLC; SN Operating, LLC; SN TMS, LLC; SN Catarina, LLC ("SN Catarina"); Rockin L Ranch Company, LLC; and SN EF Maverick, LLC ("SN Maverick" and, together with the foregoing Debtors in clause (ii), the "Restricted Subsidiaries"), and (iii) SN Payables, LLC and SN UR Holdings, LLC filed voluntary petitions for relief under chapter 11 of the Bankruptcy Code.

9. On August 26, 2019, the Office of the United States Trustee for the Southern District of Texas appointed the Committee to represent the interests of unsecured creditors in these cases pursuant to section 1102 of the Bankruptcy Code. The Committee is vested with, among other things, the powers described in section 1103 of the Bankruptcy Code, including the power to investigate the acts, assets, liabilities, and financial condition of the Debtors. The Committee brings this action derivatively on behalf of the Debtors' estates.

10. Defendant [•] is named solely in its capacity as the successor collateral trustee (the "Collateral Trustee") under (i) that certain Indenture among the initial collateral trustee, SN as the issuer, the Restricted Subsidiaries as Guarantors, and Delaware Trust Company, as indenture

trustee, dated February 14, 2018 (the "Indenture"), and (ii) that certain Collateral Trust Agreement among SN as issuer, various Debtors as guarantors, the Initial Collateral Trustee, and Delaware Trust Company as the First Lien Representative, dated February 14, 2018 (the "Collateral Trust Agreement"). As the Collateral Trustee under the foregoing agreements, Defendant holds liens, including the purported liens at issue in this proceeding, for the benefit of certain secured creditors specified therein.

IV. FACTUAL ALLEGATIONS

A. The Debtors Executed the Original Deeds of Trust.

11. Between approximately 2012 and 2017, the Debtors executed deeds of trust that purported to grant liens on various oil and gas leases to certain of the Debtors' lenders.

12. Three deeds of trust and four associated leases are relevant to Plaintiff's claims.

13. First, SN Palmetto's predecessor, SEP Holdings III, granted to Defendant's predecessor, Capital One, a lien on, among others, a lease between EOG Resources Inc. and Roy Allen Koenning dated February 10, 2009 (the "Koenning Lease") in that certain Mortgage, Deed of Trust, Security Agreement, Financing Statement and Assignment of Production, dated November 15, 2012 (the "2012 Palmetto Deed of Trust"). The Koenning Lease is recorded at volume 999, page 837 of the official real property records of Gonzales County, and at volume 434, page 1 of the official real property records of DeWitt County. On May 31, 2013, Capital One assigned the 2012 Palmetto Deed of Trust to Royal Bank of Canada ("RBC"), the Defendant's immediate predecessor, through that certain Assignment of and First Amendment to Mortgage, Deed of Trust, Security Agreement, Financing Statement and Assignment of Production dated May 31, 2013.

14. SN Palmetto and RBC amended the 2012 Palmetto Deed of Trust on August 31, 2016 (the "2016 Palmetto Amendment"). The amendment granted to RBC as collateral agent an

additional lien on an oil and gas lease between Robert Hausser *et al.* and SEP Holdings II, LLC (the "Hausser Lease") effective June 7, 2010. The Hausser Lease is recorded at volume 314, page 128 of the official real property records of Zavala County, and at volume 76, page 625 of the official real property records of Frio County.

15. Second, SN Catarina granted to RBC, as collateral agent, a lien on, among others, an oil and gas lease dated May 12, 2010 between Harrison Interests, Ltd. and P Ranch Working Interest, LLC, (the "HIL Lease") in that certain Mortgage, Deed of Trust, Security Agreement, Financing Statement, and Assignment of Production, dated June 30, 2014 (the "2014 Catarina Deed of Trust"). The HIL Lease is recorded at volume 2943, page 294 of the official real property records of Webb County, volume 386 and page 510 of the official real property records of Dimmit County, and at volume 505 and page 161 of the official real property records of La Salle County.

16. Third, SN Maverick granted to RBC, as collateral agent, a lien on, among others, a lease between Briscoe Ranch Incorporated and Edward Vaughan dated December 1, 2005 (the "Briscoe Ranch Lease") in that certain Mortgage, Deed of Trust, Security Agreement, Financing Statement, and Assignment of Production dated April 6, 2017 (the "2017 Maverick Deed of Trust").

17. As alleged in more detail, *infra* at ¶¶ 38-46, the April 2018 Deeds of Trust did not reference any location where the Briscoe Ranch Lease was properly recorded under Texas law.

18. The Committee now challenges Defendant's purported liens, held for the benefit of, among others, the holders of the First Lien Notes (the "First Lien Noteholders"), with respect to the HIL, Hausser, Koenning, and Briscoe Ranch Leases (the "Challenged Leases") as invalid, unperfected, and/or avoidable.

19. Upon information and belief, certain of the Debtors' cash accounts contain proceeds of the Challenged Leases (the "Proceeds") and are not otherwise subject to valid, perfected liens. Because Defendant's purported liens on the Challenged Leases are invalid and/or unperfected, Defendant likewise has no security interest in the Proceeds.

B. In April 2018, the Debtors Executed Amended Deeds of Trust That Superseded the Original Mortgages.

20. On February 14, 2018, SN as borrower, RBC as collateral and administrative agent, RBC Capital Markets as arranger, and the lenders party thereto entered into that certain Third Amended & Restated Credit Agreement (the "Credit Agreement"). According to Recital E of the Credit Agreement, the Debtors entered into that agreement in order to reduce the commitments under their existing revolving credit facility to $25 million, decrease the number of lenders thereunder to one, and extend the maturity date.

21. On the same day, the Debtors issued $500 million of the First Lien Notes under the Indenture.

22. In connection with these changes in the Debtors' capital structure, SN Palmetto, SN Catarina, and SN Maverick, among others, each executed, on April 13, 2018, the April 2018 Deeds of Trust.

23. The April 2018 Deeds of Trust are identical to one another except that the name of the grantor and the list of original mortgages the various April 2018 Deeds of Trust supplanted (the "Superseded Mortgages" or "Original Mortgages") vary depending upon which Debtor affiliate is listed as grantor.

24. The April 2018 Deed of Trust that named SN Catarina as grantor was filed and recorded in Dimmit, La Salle, and Webb Counties.[1]

25. The April 2018 Deed of Trust that named SN Maverick as grantor was filed and recorded in Dimmit, La Salle, Maverick, Webb, and Zavala Counties. The recordings in Dimmit and La Salle are pertinent to this Complaint.[2]

26. The April 2018 Deeds of Trust that named SN Palmetto as grantor was filed and recorded in DeWitt, Frio, Gonzales and Zavala Counties.[3]

27. Each of the April 2018 Deeds of Trust state that "the Grantor and the Collateral Trustee desire to amend and restate the terms, conditions and provisions of the Existing Mortgage in their entirety, as set forth in this Mortgage." Thus, the April 2018 Deeds of Trust replaced the Superseded Mortgages, including the 2014 Catarina Deed of Trust and its subsequent amendments, the 2012 Palmetto Deed of Trust and its subsequent amendments, and the 2017 Maverick Deed of Trust.

C. The Recording Information of Certain Oil and Gas Leases Listed in the April 2018 Deeds of Trust Did Not Reference A Valid Oil and Gas Lease.

28. Pursuant to the plain language of the April 2018 Deeds of Trust, an oil and gas lease is encumbered by a lien created by that document only if the oil and gas lease is listed in Exhibit A to the April 2018 Deeds of Trust. Conversely, if an oil and gas lease was not listed in Exhibit A to the April 2018 Deeds of Trust, then no lien on that oil and gas lease was created.

29. Exhibit A to the April 2018 Deeds of Trust amended, restated, and consolidated all of the oil and gas leases being subjected to a lien into a single omnibus list. Thus, the same list of

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[1] A true and correct copy of the April 2018 Deed of Trust filed in Webb County naming SN Catarina as grantor is attached hereto as Exhibit 1.

[2] A true and correct copy of the April 2018 Deed of Trust filed in Dimmit County naming SN Maverick as grantor is attached hereto as Exhibit 2.

[3] A true and correct copy of the April 2018 Deed of Trust filed in Frio County naming SN Palmetto as grantor is attached hereto as Exhibit 3.

oil and gas leases was attached as Exhibit A to each of the April 2018 Deeds of Trust, regardless of the entity listed as the grantor on the Deed of Trust.

30. The April 2018 Deeds of Trust described the leases purportedly subject to a lien created thereby by referencing the volume, page number, and county where those leases were recorded.

31. When originally recorded, the April 2018 Deeds of Trust listed as collateral a lease between Harrison Interests Ltd. and P Ranch Working Interest, LLC and indicated that such lease was recorded at volume 2943 and page 294 of the official real property records of Dimmit County.

32. There is no oil and gas lease between Harrison Interests Ltd. and P Ranch Working Interest, LLC recorded at volume 2943 and page 294 of the official real property records of Dimmit County.

33. When originally recorded, the April 2018 Deeds of Trust listed as collateral an oil and gas lease between Robert Hausser *et al.* and SEP Holdings II LLC and indicated that such lease was recorded at volume 314, page 128 of the official real property records of Frio County.

34. There is no oil and gas lease between Robert Hausser *et al.* and SEP Holdings II LLC recorded at volume 314, page 128 of the official real property records of Frio County.

35. When originally recorded, the April 2018 Deeds of Trust listed as collateral a lease between Roy Koenning and EOG Resources with an instrument number of 239874 and indicated that such lease was recorded at volume 999, page 837 of the official real property records of DeWitt County.

36. There is no oil and gas lease between Roy Koenning and EOG Resources with an instrument number of 239874 recorded at volume 999, page 837 of the official real property records of Dewitt County.

37. Since the oil and gas leases described above could not be found in the relevant counties at the book and page numbers listed in the April 2018 Deeds of Trust, the April 2018 Deeds of Trust failed to describe those leases with reasonable certainty and thus did not create or perfect any liens on such leases.

38. The April 2018 Deeds of Trust also purported to grant a lien on a lease between Briscoe Ranch Inc. and Edward G Vaughan recorded at volume 329, page 138 of official real property records in Dimmit County (the "First Defective Briscoe Ranch Memorandum").[4]

39. The First Defective Briscoe Ranch Memorandum was legally invalid, however, because it did not describe with reasonable certainty the land pertaining to that oil and gas lease. Specifically, the First Defective Briscoe Memorandum described the land by referring to a deed executed on July 11, 1971 from E. G. Goff *et al*. to Marshall G. Johnson that was purportedly recorded at volume 167, page 87 in the Dimmit County Deed Records, and volume 148, page 92 of the La Salle County Deed Records.

40. Volume 167, page 87 of the Dimmit County Deed Records and volume 148, page 92 of the La Salle County Deed Records do not have recorded a deed from E. G. Goff *et al.* to Marshall G. Johnson.

41. The April 2018 Deeds of Trust also list as collateral the recorded location of a second oil and gas memorandum between Briscoe Ranch Inc. and Edward Vaughan that was recorded at

[4] True and correct copies of the recorded versions of the First Defective Briscoe Ranch Memorandum as filed in Dimmit and La Salle County are attached hereto as Exhibits 4 and 5.

book 460, page 230 of the official real property records La Salle County (the "Second Defective Briscoe Ranch Memorandum").[5]

42. The Second Defective Briscoe Ranch Memorandum was filed on December 11, 2006 in Dimmit County and on January 3, 2007 in La Salle County in an apparent attempt to correct the errors in the First Defective Briscoe Ranch Memorandum.

43. The Second Defective Briscoe Ranch Memorandum, however, is invalid because it does not contain original signatures agreeing to the alterations made to the First Defective Ranch Memorandum as required by applicable Texas law.

44. Instead, the signature pages of the First Defective Briscoe Ranch Memorandum were refiled with a different exhibit, which itself was unsigned, that referenced different volumes and page numbers in Dimmit County and La Salle County where the underlying description of the land affected by the oil and gas lease could be found.

45. Indeed, the stamps of the Dimmit County Clerk and La Salle County Clerk from the recording of the First Defective Briscoe Ranch Memorandum remained on the face of the Second Defective Briscoe Ranch Memorandum when it was filed in both Dimmit and La Salle Counties.

46. Thus, neither the First Defective Briscoe Ranch Memorandum nor the Second Defective Briscoe Ranch Memorandum was properly recorded under Texas law. Accordingly, the April 2018 Deeds of Trust did not create a properly recorded lien by referencing those two memoranda.

[5] True and correct copies of the recorded versions of the Second Defective Briscoe Ranch Memorandum as filed in Dimmit and La Salle County are attached hereto as Exhibits 6 and 7.

D. **The April 2018 Deeds of Trust Released Liens Under the Superseded Mortgages on Three Oil and Gas Leases.**

47. The April 2018 Deeds of Trust contain a release clause, stating that "to the extent that a lease was not included on Exhibit A attached hereto, any property described in Existing Mortgages[6] is hereby released, and the Collateral Trustee hereby releases any such property, from the security interests created under the Existing Mortgages and shall not be subject to the security interest created hereby . . . ." (the "Release Clause").

48. When originally filed, the April 2018 Deeds of Trust did not reference the recorded location of the HIL Lease in any county. In contrast, Exhibit A to the 2014 Catarina Deed of Trust referenced three recorded locations of the HIL Lease.

49. Under a plain reading of the Release Clause, any lien that attached to the HIL Lease pursuant to the 2014 Catarina Deed of Trust was released when the April 2018 Deeds of Trust were executed.

50. Likewise, the April 2018 Deeds of Trust did not reference the recorded locations of the Hausser Lease in any county. In contrast, Exhibit A to the 2016 Palmetto Amendment referenced two recorded locations of the Hausser Lease.

51. Thus, under a plain reading of the Release Clause in the April 2018 Deeds of Trust, any lien that attached to the Hausser Lease pursuant to the 2016 Palmetto Amendment was released when the April 2018 Deeds of Trust were executed.

52. Similarly, the April 2018 Deeds of Trust did not reference the recorded location of the Koenning Lease in any county when originally filed. In contrast, Exhibit A to the 2012 Palmetto Deed of Trust referenced a location where the Koenning Lease was recorded.

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[6] The term "Existing Mortgages" in the April 2018 Deeds of Trust includes, among others, the 2012 Palmetto Deed of Trust, the 2016 Palmetto Amendment, the 2014 Catarina Deed of Trust and the 2017 Maverick Deed of Trust.

53. Thus, under a plain reading of the Release Clause in the April 2018 Deeds of Trust, any lien that attached to the Koenning Lease pursuant to the 2012 Palmetto Deed of Trust was released when the April 2018 Deeds of Trust were executed.

E. A Hypothetical Bona Fide Purchaser Would Not Have Been on Notice of the Supposed Liens on the Challenged Leases That the Defendant Claims.

54. When originally filed, the April 2018 Deeds of Trust did not reference any recorded locations of the HIL Lease. Thus, from April 13, 2018, a hypothetical bona fide purchaser would not have been on notice as to Defendant's purported lien on the HIL Lease and could have legally obtained a superior security interest in the HIL Lease.

55. When originally filed, the April 2018 Deeds of Trust did not reference any recorded locations of the Hausser Lease. Thus, from April 13, 2018, a hypothetical bona fide purchaser would not have been on notice as to Defendant's purported lien on the Hausser Lease and could have legally obtained a superior security interest in the Hausser Lease.

56. When originally filed, the April 2018 Deeds of Trust did not reference any recorded locations of the Koenning Lease. Thus, from April 13, 2018, a hypothetical bona fide purchaser would not have been on notice as to Defendant's purported lien on the Koenning Lease and could have legally obtained a superior security interest in the Koenning Lease.

57. When originally filed, the April 2018 Deeds of Trust did not reference any location where the Briscoe Ranch Lease was validly recorded. Thus, from April 13, 2018, a hypothetical bona fide purchaser would not have been on notice as to Defendant's purported lien on the Briscoe Ranch Lease and could have legally obtained a superior security interest in the Briscoe Ranch Lease.

F. In June 2019, Eighteen Correction Affidavits Were Filed to Correct "Errors and/or Ambiguities" in the April 2018 Deeds of Trust.

58. [redacted]

61. Thereafter, on or around June 26, 2019, Cinco Energy Management Group ("Cinco") unilaterally filed the 18 Correction Affidavits in nine different counties. *See* Correction

Affidavit of A. Adams at 1, attached hereto as Exhibit 11.[7] [redacted]

62. On information and belief, the Defendant's predecessor as Collateral Trustee, RBC, was unaware that Cinco filed the Correction Affidavits until it received notice of the changes after the fact.

63. The Correction Affidavits on their face acknowledge that the April 2018 Deeds of Trust contained "errors and/or ambiguities" in the legal descriptions of certain leases, including the Challenged Leases. *See* Ex. 11 at 1.

64. Additionally, the affiant of the Correction Affidavits was a Senior Landman at Cinco and an agent of the 1L Ad Hoc Group. In the Correction Affidavits, the affiant asserted that she had "personal knowledge" of the execution of the April 2018 Deeds of Trust after "having reviewed the pertinent documents related to the transaction and the public records associated with the [2018 April Deeds of Trust]." *Id*. The Correction Affidavits include no additional explanation regarding the basis of the affiant's supposed "personal knowledge" of the April 2018 Deeds of Trust.

65. Upon information and belief, despite the affiant's assertions, the affiant lacked personal knowledge of the execution of the April 2018 Deeds of Trust.

[7] Though eighteen Correction Affidavits were filed in various Texas counties, the Committee understands that the Correction Affidavits—wherever filed—purport to make the same changes to the April 2018 Deeds of Trust. Therefore, the Committee attaches Exhibit 11 as representative of the eighteen Correction Affidavits at issue.

66. There were two additional errors with respect to the Correction Affidavits as originally filed. First, one of the Correction Affidavits filed in Frio County that purported to correct the April 2018 Deed of Trust naming SN Palmetto as grantor attached the incorrect version of the applicable April 2018 Deed of Trust. Likewise, another of the Correction Affidavits filed in Frio County that purported to correct the April 2018 Deed of Trust naming SN Cotulla Assets as grantor also attached the incorrect version of the applicable April 2018 Deed of Trust.

67. On July 24, 2019, Cinco filed two additional correction affidavits (collectively, the "Second Correction Affidavits") to correct the aforementioned mistakes in the original Correction Affidavits and attached the correct versions of the applicable April 2018 Deeds of Trust. *See* Correction Affidavit of R. Nichols, attached hereto as Exhibit 13.[8] The affiant for the Second Correction Affidavits also stated that he had "personal knowledge" of the execution of the April 2018 Deeds of Trust after "having reviewed the pertinent documents related to the transaction and the public records associated with the [2018 April Deeds of Trust]." *Id.* at 1. The Second Correction Affidavits include no additional explanation regarding the basis of the affiant's supposed "personal knowledge" of the April 2018 Deeds of Trust.

68. Upon information and belief, despite the affiant's assertions, the affiant of the Second Correction Affidavits also lacked personal knowledge of the execution of the April 2018 Deeds of Trust.

[8] Though two additional correction affidavits were filed, the Committee understands that these correction affidavits—wherever filed—again purport to make the same changes. Therefore, the Committee attaches Exhibit 13 as representative of the additional correction affidavits at issue.

G. [redacted]

69. [redacted] The Debtors filed their Chapter 11 petitions on August 11, 2019—46 days after the Correction Affidavits were filed.

H. The Correction Affidavits Made Material Changes to the Challenged Leases

1. *Material Changes Affecting the HIL Lease*

72. The Correction Affidavits purported to make the following changes to the April 2018 Deeds of Trust:[9]

E. On page 6 of 7 of Exhibit A of the Original Instrument, the legal description for Lease No. T0615001 reads:

			Lease Date	Lease Expiration	Book	Page	Instrument	County	State
T0615001	HARRISON INTERESTS, LTD.	P RANCH WORKING INTEREST, LLC	5/12/2010	5/12/2013	2943	294	1072987	Dimmit	TX

The foregoing legal description for Lease No. T0615001 is hereby changed to read:

			Lease Date	Lease Expiration	Book	Page	Instrument	County	State
T0615001	HARRISON INTERESTS, LTD.	P RANCH WORKING INTEREST, LLC	5/12/2010	5/12/2013	2943 386 505	294 510 161	1072987 15055 86051	Webb Dimmit La Salle	TX

73. As the above graphic shows, prior to the filing of the Correction Affidavits, the April 2018 Deeds of Trust (each denoted as "Original Instrument" on the Correction Affidavits) described a lease that was not recorded at the indicated location and so perfected no lien on the lease at issue. Thereafter, the Correction Affidavits purported to correct this issue, referencing a recorded location in Dimmit County that described the HIL Lease. In short, the filing of the Correction Affidavits attempted to create a lien on the HIL Lease that was not encumbered by the original filing of the April 2018 Deeds of Trust.

74. The Correction Affidavits also added the recorded locations of the HIL Lease in two different counties—Webb and La Salle. The effect of adding these two recorded locations added new land that was not previously referenced in the original filing of the April 2018 Deeds of Trust.

[9] For clarity, the Committee added red headings denoting the Lease Date, Lease Expiration, Book, Page, Instrument, County, and State information to the excerpts from the Correction Affidavits. These headings are not included in the original Correction Affidavits.

75. Each of the foregoing purported changes materially altered the applicable April 2018 Deed of Trust.

2. Material Changes Affecting the Hausser Lease

76. The Correction Affidavits purported to make the following changes to the April 2018 Deeds of Trust:

F. On page 6 of 7 of Exhibit A of the Original Instrument, the legal description for Lease No. T0474005 reads:

			Lease Date	Lease Exp.	Book	Page	Instrument	County	State
T0474005	HAUSSER, ROBERT JR, ET AL	SEP HOLDINGS II LLC	6/7/2010	6/6/2013	314	128	0126770	Frio	TX

The foregoing legal description for Lease No. T0474005 is hereby changed to read:

			Lease Date	Lease Exp.	Book	Page	Instrument	County	State
T0474005	HAUSSER, ROBERT JR, ET AL	SEP HOLDINGS II LLC	6/7/2010 .	6/6/2013	314 76	128 625	81407 126770	Zavala Frio	TX

77. As the above graphic shows, prior to the filing of the Correction Affidavits, the April 2018 Deeds of Trust pointed to a lease which was not recorded at that location and so perfected no lien on the lease at issue. Thereafter, the Correction Affidavits purported to correct this issue by correcting the recording information for the Hausser Lease. In short, the Correction Affidavits purported to create a lien on the Hausser Lease that was not encumbered by the original filing of the applicable April 2018 Deed of Trust.

78. The Correction Affidavits also added the recorded locations of the Hausser Lease in Frio County. The effect of adding Frio County was to add new land that was not previously covered by the original filing of the applicable April 2018 Deed of Trust.

79. Each of the foregoing purported changes materially altered the applicable April 2018 Deed of Trust.

3. Material Changes Affecting the Koenning Lease

80. The Correction Affidavits purported to make the following changes to the April 2018 Deeds of Trust:

A. On page 1 of 7 of Exhibit A of the Original Instrument, the legal description for Lease No. T0463045 reads:

			Lease Date	Lease Exp.	Book	Page	Instrument	County	State
T0463045	KOENNING, ROY ALLEN	EOG RESOURCES INC	2/10/2009	2/10/2012	999	837	239874	De Witt	TX

The foregoing legal description for Lease No. T0463045 is hereby changed to read:

			Lease Date	Lease Exp.	Book	Page	Instrument	County	State
T0463045	KOENNING, ROY ALLEN	EOG RESOURCES INC	2/10/2009	2/10/2012	999 434	837 1	239874 89879	Gonzales DeWitt	TX

81. As the above graphic shows, prior to the filing of the Correction Affidavits, the April 2018 Deeds of Trust described a lease that was not recorded at the indicated location and so perfected no lien on the lease at issue. Thereafter, the Correction Affidavits purported to correct this issue, referencing a recorded location in Gonzales County that described the Koenning Lease. In short, the filing of the Correction Affidavits attempted to create a lien on the Koenning Lease that was not encumbered by the original filing of the April 2018 Deeds of Trust.

82. The Correction Affidavits also added the recorded locations of the Koenning Lease in DeWitt County. The effect of adding the recorded information of DeWitt County was to add new land that was not previously referenced in the original filing of the April 2018 Deeds of Trust.

83. Each of the foregoing purported changes materially altered the applicable April 2018 Deed of Trust.

V. CAUSES OF ACTION

COUNT I
(Declaratory Relief – the Defendant Did Not Have a Valid or Perfected Lien on the Challenged Leases or Proceeds From April 13, 2018 Until, at the Earliest, June 26, 2019)

84. Plaintiff repeats and realleges the allegations in paragraphs 1 through 83 as if fully set forth herein.

85. The April 2018 Deeds of Trust did not sufficiently describe the Challenged Leases purportedly subject to Defendant's liens held for the benefit of the First Lien Noteholders.

86. Because the April 2018 Deeds of Trust did not sufficiently reference the Challenged Leases, a hypothetical bona fide purchaser would not have been on notice as to the existence of any liens on the Challenged Leases after the April 2018 Deeds of Trust were filed.

87. Because of the lack of notice of liens on the Challenged Leases, a hypothetical bona fide purchaser could have legally acquired a superior lien on the Challenged Leases after April 13, 2018.

88. Even if one assumes, *arguendo*, that the Correction Affidavits were proper as a matter of Texas law (which, for the avoidance of doubt, is denied), the earliest date that a hypothetical bona fide purchaser would have been on notice of the Defendant's purported lien on the Challenged Leases could be no earlier than June 26, 2019.

89. Further, under the Release Clause, Defendant released any lien held for the benefit of the First Lien Noteholders on the oil and gas leases described in the Superseded Mortgages, but not described or referenced in the April 2018 Deeds of Trust.

90. The Superseded Mortgages listed the Challenged Leases as collateral but the April 2018 Deeds of Trust did not list the Challenged Leases.

91. Thus, any lien on the Challenged Leases claimed by Defendant or the First Lien Noteholders pursuant to the Superseded Mortgages was released when the April 2018 Deeds of Trust were executed.

92. Therefore, from April 13, 2018 to at the earliest of June 26, 2019, a hypothetical bona fide purchaser did not have notice of the Defendant's purported lien on the Challenged Leases.

93. To the extent that Defendant had no valid or perfected lien on the Challenged Leases from April 13, 2018 until at the earliest June 26, 2019, Defendant likewise had no interest in any Proceeds.

94. Plaintiff is entitled to declaratory pursuant to 28 U.S.C. §§ 2201 that the Defendant did not have a valid or perfected lien on the Challenged Leases or the Proceeds until, at the earliest, June 26, 2019.

COUNT II
(11 U.S.C. § 544 – Avoidance of Defendant's Purported Liens on the Challenged Leases Under Section 544 of the Bankruptcy Code, and their Preservation and Recovery Under Sections 550(a) and 551 of the Bankruptcy Code)

95. Plaintiff repeats and realleges the allegations in paragraphs 1 through 94 as if fully set forth herein.

96. Section 544(a)(3) of the Bankruptcy Code provides the trustee (or a debtor in possession) with authority to avoid unperfected security interests in real property. Section 544(a)(3) states:

> (a) The trustee shall have, as of the commencement of the case, and without regard to any knowledge of the trustee or of any creditor, the rights and powers of, or may avoid any transfer of property of the debtor or any obligation incurred by the debtor that is voidable by—
>
> * * *

> (3) a bona fide purchaser of real property, other than fixtures, from the debtor, against whom applicable law permits such transfer to be perfected, that obtains the status of a bona fide purchaser and has perfected such transfer at the time of the commencement of the case, whether or not such a purchaser exists.

97. Under Section 544(a)(3) the trustee has the right and power, as of the date of the commencement of the case, to avoid any transfer of real property, avoidable by a hypothetical bona fide purchaser as of the date of the commencement of the case.

98. The granting of a security interest constitutes a "transfer" for the purposes of section 544. *Sommers v. Dale* (*In re Dahlin*), 590 B.R. 759,769 (Bankr. S.D. Tex. 2018) (Isgur, J.)(*citing* 11 U.S.C. § 101(54)).

99. "As a hypothetical bona fide purchaser, the trustee under [section 544(a)(3)] is deemed to have conducted a title search, paid value for the property and perfected its interest as a legal title holder as of the date of the commencement of the case." COLLIER ON BANKRUPTCY ¶ 544.05 (2017) (*citing Midlantic Nat. Bank v. Bridge* (*In re Bridge*), 18 F.3d 195, 204 (3rd Cir. 1994)).

100. The extent of the trustee's rights as a bona fide purchaser of real property is measured by the substantive law of the state governing the property in question. *In re Deuel*, 594 B.R. 1073, 1078 (9th Cir. 2010).

101. On June 26, 2019, Cinco unilaterally filed the Correction Affidavits at the direction of the 1L Ad Hoc Group without informing any of the parties to the April 2018 Deeds of Trust.

102. None of the parties to the April 2018 Deeds of Trust agreed to the changes made by the Correction Affidavits.

103. The Correction Affidavits made material changes to the legal descriptions of the Challenged Leases contained in the April 2018 Deeds of Trust.

104. Further, the affiant of the Correction Affidavits lacked personal knowledge of the April 2018 Deeds of Trust and the intent of the original parties thereto. Additionally, the affiant of the Second Correction Affidavits lacked personal knowledge of the April 2018 Deeds of Trust and the intent of the original parties thereto.

105. The affiants of the Correction Affidavits and the Second Correction Affidavits additionally failed to disclose the basis of their purported personal knowledge of the facts relevant to the April 2018 Deeds of Trust as required by section 5.028(c) of the Texas Property Code.

106. Thus, the Correction Affidavits did not comply with sections 5.028 or 5.029 of the Texas Property Code.

107. By failing to comply with these sections of the Texas Property Code, the Correction Affidavits are ineffective under section 5.030 of the Texas Property Code.

108. Because the Correction Affidavits are not valid, they did not create or perfect a lien on any of the Challenged Leases.

109. As a result, a hypothetical bona fide purchaser could have obtained a superior interest in the Challenged Leases.

110. Even if the Correction Affidavits were effective under Texas law (and they were not), the April 2018 Deeds of Trust still would not reference a location where the Briscoe Ranch Lease was validly recorded. Thus, a hypothetical bona fide purchaser of the Briscoe Ranch Lease from the Debtors would not have had notice of the Defendant's purported lien on the Briscoe Ranch Lease.

111. Accordingly, any lien on the Challenged Leases or the Proceeds claimed by Defendant must be avoided under the section 544 "strong-arm" powers. Further, any transfer avoided under section 547 must be preserved for the benefit of the Debtors' estates pursuant to section 551 of the Bankruptcy Code and the Debtors' estates must be entitled to recover any such transfer or the value of such transfer, pursuant to section 550(a) of the Bankruptcy Code.

COUNT III
(11 U.S.C. § 547 – Avoidance of any Liens Purportedly Created by the Correction Affidavits as Preferential Transfers Under Sections 547, 550(a), and 551 of the Bankruptcy Code and Declaration That Defendant Has No Interest In the Challenged Leases or Proceeds Derived Therefrom)

112. Plaintiff repeats and realleges the allegations in paragraphs 1 through 111 as if fully set forth herein.

113. Section 547(b) of the Bankruptcy Code provides:

> Except as provided in subsections (c) and (i) of this section, the trustee may avoid any transfer of an interest of the debtor in property—
>
> (1) to or for the benefit of a creditor;
> (2) for or on account of an antecedent debt owed by the debtor before such transfer was made;
> (3) made while the debtor was insolvent;
> (4) made—
> (A) on or within 90 days before the date of the filing of the petition; . . .
> (5) that enables such creditor to receive more than such creditor would receive if—
> (A) the case were a case under chapter 7 of this title;
> (B) the transfer had not been made; and
> (C) such creditor received payment of such debt to the extent provided by the provisions of this title.

114. Any lien on the Challenged Leases purportedly created or perfected by the filing of the Correction Affidavits constitutes a "transfer" for purposes of section 547 of the Bankruptcy Code. *See In re Melon Produce, Inc.*, 976 F.2d 71 (1st Cir. 1992) ("[T]he creation

of a perfected security interest is itself a preference when the creation or perfection takes place during the preference period.").

115. The transfer effectuated by the filing of the Correction Affidavits inured to the benefit of Defendant and the existing secured creditors for whose benefit Defendant serves as the Collateral Trustee under the terms of the Indenture.

116. The transfer effectuated by the filing of the Correction Affidavits was for or on account of an antecedent debt owed by the Debtors.

117. By purportedly perfecting the Defendant's alleged liens on the Challenged Leases, the Correction Affidavits allow the Defendant to receive more than it would receive under a chapter 7 liquidation if the transfer had not been made.

118. The Correction Affidavits were filed on or around June 26, 2019, at a time when the Debtors were insolvent.

119. The Correction Affidavits were filed approximately 46 days before the August 11, 2019 Petition Date.

120. Thus, any transfer effectuated by the filing of the Correction Affidavits occurred less than 90 days before the Debtors filed Chapter 11 petitions.

121. The liens purportedly created or perfected by the Correction Affidavits are avoidable as preferential transfers under section 547 of the Bankruptcy Code. Further, any transfer avoided under section 547 must be preserved for the benefit of the Debtors' estates pursuant to section 551 of the Bankruptcy Code and the Debtors' estates must be entitled to recover the value of any such transfer or the value of such transfer, pursuant to section 550(a) of the Bankruptcy Code.

122. To the extent Defendant's interest in the Challenged Leases is avoided, Defendant has no interest in the Proceeds derived therefrom.

PRAYER FOR RELIEF

WHEREFORE the Committee respectfully requests that the Court enter a judgment: (i) declaring that Defendant did not have valid or perfected liens on the Challenged Leases or the Proceeds, including, without limitation, from April 13, 2018 until at the earliest June 26, 2019; (ii) avoiding any unperfected lien on the Challenged Leases and the Proceeds purportedly held by Defendant under applicable Texas state law and section 544 of the Bankruptcy Code while preserving any transfer avoided under section 544 for the benefit of the Debtors' estates pursuant to section 551 of the Bankruptcy Code and recovering any Proceeds pursuant to section 550(a) of the Bankruptcy Code; or (iii) alternatively, avoiding any liens created or perfected by the filing of the Correction Affidavits as preferential transfers under section 547 of the Bankruptcy Code while preserving any transfer avoided under section 547 for the benefit of the Debtors' estates pursuant to section 551 of the Bankruptcy Code and recovering any such transfer or the value of such transfer, pursuant to section 550(a) of the Bankruptcy Code.

EXHIBIT 1

DOC #1326473, OPR 4403 / 0071 - 0118
Doc Type: DEED OF TRUST
Record Date: 04/17/2018 01:50:38 PM
Fees: $210.00, Recorded By: RC
Margie Ramirez Ibarra, Webb County Clerk

STATE OF TEXAS

COUNTIES OF DIMMIT, LA SALLE, AND WEBB

AMENDED AND RESTATED MORTGAGE, DEED OF TRUST,
SECURITY AGREEMENT, FINANCING STATEMENT
AND ASSIGNMENT OF PRODUCTION
FROM
SN CATARINA, LLC
TO
CHARLES R. SALMON, TRUSTEE
FOR THE BENEFIT OF ROYAL BANK OF CANADA, AS COLLATERAL TRUSTEE,
AS MORTGAGEE,

TO BE EFFECTIVE APRIL 13, 2018 (THE "EFFECTIVE DATE")

THIS INSTRUMENT IS, AMONG OTHER THINGS, A FINANCING STATEMENT UNDER THE UNIFORM COMMERCIAL CODE COVERING MINERALS AND THE LIKE (INCLUDING OIL AND GAS), ACCOUNTS RESULTING FROM THE SALE OF MINERALS AND THE LIKE (INCLUDING OIL AND GAS), AS-EXTRACTED COLLATERAL, AND GOODS WHICH ARE, OR ARE TO BECOME, FIXTURES ON THE REAL PROPERTY HEREIN DESCRIBED. THE OIL AND GAS INTERESTS OR ACCOUNTS, INCLUDING AS-EXTRACTED COLLATERAL, INCLUDED IN THE MORTGAGED PROPERTY WILL BE FINANCED AT THE WELLHEADS LOCATED ON THE REAL PROPERTY DESCRIBED IN EXHIBIT A ATTACHED HERETO. THIS INSTRUMENT IS TO BE RECORDED IN THE REAL ESTATE RECORDS OF THE COUNTY RECORDER OF EACH COUNTY IN EACH STATE IN WHICH IS SITUATED ANY OF THE COLLATERAL COVERED HEREBY. THE REAL PROPERTY SUBJECT HERETO IS DESCRIBED IN EXHIBIT A ATTACHED HERETO.

THIS INSTRUMENT CONTAINS AFTER ACQUIRED PROPERTY PROVISIONS.

GRANTOR OWNS A RECORD INTEREST IN THE MORTGAGED PROPERTY.

A POWER OF SALE HAS BEEN GRANTED IN THIS MORTGAGE. A POWER OF SALE MAY ALLOW THE MORTGAGEE TO TAKE THE MORTGAGED PROPERTY AND SELL IT WITHOUT GOING TO COURT IN A FORECLOSURE ACTION UPON DEFAULT BY THE GRANTOR UNDER THIS MORTGAGE.

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.

RECORDED COUNTERPARTS SHOULD BE RETURNED TO:

Latham & Watkins LLP
811 Main Street, Suite 3700
Houston, Texas 77002
ATTN: Dee Alaniz

STATE OF TEXAS

COUNTIES OF DIMMIT, LA SALLE, AND WEBB

AMENDED AND RESTATED MORTGAGE, DEED OF TRUST, SECURITY AGREEMENT, FINANCING STATEMENT AND ASSIGNMENT OF PRODUCTION

This Amended and Restated Mortgage, Deed of Trust, Security Agreement, Financing Statement and Assignment of Production (this "Mortgage") is executed to be effective as of the Effective Date and is from SN Catarina, LLC, a Delaware limited liability company ("Grantor"), whose address is 1000 Main Street, Suite 3000, Houston, Texas 77002, unto Charles R. Salmon, Trustee ("Trustee"), for the benefit of the Mortgagee (defined below), whose address is 2800 Post Oak Blvd., Suite 3900, Houston, Texas, 77056, and is for the benefit of Royal Bank of Canada, as collateral trustee (the "Collateral Trustee") under that certain Collateral Trust Agreement (as defined below) on behalf of all present and future Priority Lien Secured Parties (as defined in the Collateral Trust Agreement) (in such capacity, the "Mortgagee").

WHEREAS, Grantor entered into that certain Mortgage, Deed of Trust, Security Agreement, Financing Statement and Assignment of Production (as amended, amended and restated, supplemented or otherwise modified from time to time prior to the Effective Date, the "Existing Mortgage") more particularly described on Exhibit B attached hereto;

WHEREAS, pursuant to that certain Master Reaffirmation and Assignment and Assumption of Liens and Security Interests, dated as of February 14, 2018, by and among Sanchez Energy Corporation, a Delaware corporation (the "Borrower"), the Grantor, the other grantors party thereto, Royal Bank of Canada, as administrative agent and as collateral agent (the "Credit Agreement Agent"), Delaware Trust Company, as trustee (the "Indenture Trustee"), the Collateral Trustee and the other parties party thereto, the Credit Agreement Agent assigned to the Collateral Trustee all of the liens, including the Existing Mortgage, securing the obligations under that certain Third Amended and Restated Credit Agreement, dated as of February 14,

2018, by and among the Borrower, the lenders party thereto from time to time, and the Credit Agreement Agent, as may be amended, amended and restated, supplemented or otherwise modified from time to time (the "Credit Agreement");

WHEREAS, the Collateral Trustee has agreed to act as collateral trustee on behalf of all present and future Priority Lien Secured Parties (as defined in the Collateral Trust Agreement and as used herein, the "Secured Parties") with respect to the Mortgaged Property (as hereinafter defined) under that certain Collateral Trust Agreement, dated as of February 14, 2018, by and among the Borrower, the Grantor, the other grantors party thereto, the Indenture Trustee, the Collateral Trustee, the Credit Agreement Agent and each other secured party representative party thereto from time to time, as amended, amended and restated, supplemented or otherwise modified from time to time (the "Collateral Trust Agreement"; unless otherwise defined herein, all terms with their initial letter capitalized shall have the meaning given such terms in the Collateral Trust Agreement either directly or by reference to another agreement); and

WHEREAS, the Grantor and the Collateral Trustee desire to amend and restate the terms, conditions and provisions of the Existing Mortgage in their entirety, as set forth in this Mortgage.

NOW, THEREFORE, the parties hereto hereby agree that (i) the liens of the Existing Mortgage are hereby consolidated so that together they shall hereinafter constitute in law but one first mortgage and a single lien, securing the Obligations (as defined below); (ii) solely to the extent not included on Exhibit A attached hereto, any property described in the Existing Mortgages is hereby released, and the Collateral Trustee hereby releases any such property, from the security interest created under the Existing Mortgage and shall not be subject to the security interest created hereby; and (iii) all the terms, conditions, and provisions of the Existing Mortgage (including Exhibit A attached thereto), as so consolidated, are hereby amended and restated in their entirety to read as hereinafter set forth:

NOW, THEREFORE, Grantor, for and in consideration of the sum of $1,000.00 and other good and valuable consideration, in hand paid by Mortgagee, the receipt and adequacy of which are hereby acknowledged and confessed by Grantor, and for and in consideration of the debt and purposes hereinafter set forth, to secure the full and complete payment and performance of the Obligations and to secure the performance of the covenants, obligations, agreements and undertakings of Grantor hereinafter described, has MORTGAGED, GRANTED, BARGAINED, SOLD, PLEDGED, ASSIGNED, CONVEYED, TRANSFERRED and SET OVER and by these presents does hereby MORTGAGE, GRANT, BARGAIN, SELL, PLEDGE, ASSIGN, CONVEY, TRANSFER and SET OVER unto Trustee and Trustee's substitutes or successors, and his and their assigns, for the benefit of the Mortgagee, all of Grantor's right, title and interest in and to the following items of real and personal property and interests, whether now owned or hereafter acquired by Grantor under applicable Law (as defined below) or in equity (collectively, the "Mortgaged Property"), the inclusion of certain specific types and items of property and interests in one or more of the following paragraphs is not intended in any way to limit the effect of the more general descriptions:

A. All those certain oil, gas and mineral leases and the estates created thereby, royalty interests, overriding royalty interests, production payments, net profits interests, fee interests, carried interests, reversionary interests and all other rights, titles, interests or estates

described on Exhibit A attached hereto and made a part hereof, whether such rights, titles, interests or estates are completely and accurately described therein or not (all of which rights, titles, interests and estates described in this Paragraph A are hereinafter, together with the rights, title, interests and estates described in the following Paragraph B, collectively referred to as the "Subject Interests"). The terms "oil, gas and mineral leases" and "leases", as used in this instrument and in Exhibit A, each includes, in addition to oil, gas and mineral leases, oil and gas leases, oil, gas and sulphur leases, other mineral leases, co-lessor's agreements and extensions, amendments, ratifications and subleases of all or any of the foregoing, all as may be appropriate.

B. All present and future rights, titles, interests and estates in and to present and future drilling, spacing, proration or production units, as created by the terms of any unitization, communitization and pooling agreements, and all properties, property rights and estates created thereby which include, belong or appertain to the Subject Interests, including, without limitation, all such units formed voluntarily or under or pursuant to any Law (as defined below) relating to any of the Subject Interests (all of which rights, titles, interests and estates described in this Paragraph B are hereinafter included within the term "Subject Interests"). As used herein, the term "Law" or "Laws" means all applicable statutes, laws, ordinances, regulations, orders, writs, injunctions, or decrees of any state, commonwealth, nation, territory, possession, county, township, parish, municipality, or Tribunal, and the term "Tribunal" means any court or governmental department, commission, board, bureau, agency, or instrumentality of the United States or of any state, commonwealth, nation, territory, possession, county, parish, or municipality, whether now or hereafter constituted or existing.

C. All present and future oil, gas, casinghead gas, condensate, drip gasoline, natural gasoline, distillate, all other liquid or gaseous hydrocarbons produced or to be produced in conjunction with the Subject Interests, all products, by-products and all other substances derived therefrom or the processing thereof; and all other similar minerals now or hereafter accruing to, attributable to, or produced from, the Subject Interests or to which Grantor now or hereafter may be entitled as a result of, or by virtue of, Grantor's ownership of the Subject Interests (collectively, "Hydrocarbons").

D. All present and future sulphur, lignite, coal, uranium, thorium, iron, geothermal steam, water, carbon dioxide, helium and all other minerals, ores or substances of value (whether similar to the foregoing or not) attributable to, or produced from, the Subject Interests, and the products and proceeds therefrom, including, without limitation, all gas resulting from the in-situ combustion of coal or lignite now or hereafter accruing to, attributable to or produced from the Subject Interests or to which Grantor now or hereafter may be entitled as a result of or by virtue of Grantor's ownership of the Subject Interests (collectively, "Other Minerals").

E. All present and future oil and gas wells, disposal and injection wells, rigs, platforms, improvements, fixtures, machinery, pipe and other equipment, inventory and articles of personal property, now owned or hereafter acquired by Grantor found in, on, or under any of the Subject Interests, including, without limitation, connection apparatus and flow lines from wells to tanks, wells, pipelines, gathering lines, trunk lines, lateral lines, flow lines, compressor, dehydration and pumping equipment, pumping plants, gas plants, processing plants, pumps, dehydration units, separators, heater treaters, valves, gauges, meters, derricks, rig substructures, buildings, tanks, reservoirs, tubing, rods, liquid extractors, engines, boilers, tools, appliances,

cables, wires, tubular goods, machinery, supplies and any and all other equipment, inventory and articles of personal property of any kind or character whatsoever appurtenant to, or used or held for use in connection with, the production of Hydrocarbons or Other Minerals from the Subject Interests, or now or hereafter located on any of the lands (the "Lands") encumbered by any of the Subject Interests, or used on or about the Lands in connection with the operations thereon, together with all present and future improvements or products of; accessions, attachments and other additions to, tools, parts and equipment used in connection with, and substitutes and replacements for, all or any part of the foregoing (all of the types or items of property and interests described in this Paragraph E are hereinafter collectively referred to as the "Personal Property and Fixtures").

F. All present and future rights, titles, interests and estates now owned or hereafter acquired by Grantor (including, without limitation, all rights to receive payments) under or by virtue of all easements, permits, licenses, rights-of-way, surface leases, franchises, servitudes, division orders, transfer orders and other agreements relating or pertaining to purchasing, exchanging, exploring for, developing, operating, treating, processing, storing, marketing or transporting Hydrocarbons now or hereafter found in, on or under, or produced from, any of the Subject Interests, or under or by virtue of any contract relating in any way to all or any part of the Mortgaged Property otherwise described herein, including, without limitation, farmout contracts, farmin contracts, operating or joint operating agreements, trade letter agreements and all agreements creating rights-of-way for ingress and egress to and from the Subject Interests (all of such rights, titles, interests and estates referred to or described in this Paragraph F are hereinafter collectively referred to as the "Subject Contracts").

G. All present and future accounts (including, but not limited to, all open accounts receivable and accounts receivable arising under or pursuant to any joint operating agreements, division orders or other agreements, documents or instruments relating to any of the Subject Interests), general intangibles, chattel paper, documents, instruments, cash and noncash proceeds, in each case, accruing or attributable to the Subject Interests or to which Grantor now or hereafter may be entitled as a result of or by virtue of Grantor's ownership of the Subject Interests, together with all other rights arising from or by virtue of, or from the voluntary or involuntary sale or other disposition of, or collections with respect to, or insurance proceeds payable with respect to, or proceeds payable by virtue of warranty or other claims against manufacturers of, or claims against any other Person with respect to, all or any part of the Mortgaged Property described in this Paragraph G (all of which types and items of property and interests described in this Paragraph G are hereinafter collectively referred to as the "Accounts").

H. All present and future tenements, hereditaments, appurtenances, profits and properties in anywise appertaining, belonging, affixed or incidental to, or used or useful in connection with, all or any part of the Mortgaged Property otherwise described herein, including without limitation, all reversions, remainders, carried interests, tolls, rents, revenues, issues, proceeds, earnings, income, products, profits, deposits, easements, permits, licenses, servitudes, surface leases, rights-of-way and franchises relating to all or any part of the Mortgaged Property.

I. All present and future lease records, well records, production records and accounting and other records and files which relate to all or any part of the Mortgaged Property otherwise described herein, and all maps, data bases, manuals, information and data which relate

to any of the foregoing, including without limitation engineering, geological, geophysical and seismic data and any interpretations of any of the foregoing, except any and all items to which assignments are prohibited by Persons other than Affiliates of Grantor or which are subject to confidentiality provisions in favor of Persons who are not Affiliates of Grantor.

J. All other interests of every kind and character which Grantor now has or at any time hereafter acquires in the items of property and interests described in Paragraphs A, B, C, D, E, F, G, H and I preceding and the Proceeds and products of all of the foregoing, whether now owned or hereafter acquired to the extent assignable.

To further secure the full and complete payment and performance of the Obligations, Grantor hereby grants to Mortgagee and Mortgagee's successors in title and assigns a first and prior security interest in and to all of the Grantor's right, title, and interest in and to the following types and items of property and interests (all of which are included within the term "Mortgaged Property"): (a) all present and future Personal Property and Fixtures, Subject Contracts and Accounts; (b) all present and future Hydrocarbons, Other Minerals and as-extracted collateral insofar as the same accrue to, attribute to or are produced from the Subject Interests and consist of minerals or the like (including oil and gas), as defined in and subject to the Uniform Commercial Code as enacted, amended and in effect in each jurisdiction in which any of the Mortgaged Property is situated (the "UCC"), and for which the creation and perfection of a security interest or lien therein is governed by the provisions of the UCC; (c) all present and future Mortgaged Property consisting of accounts, contract rights, general intangibles, chattel paper, documents, instruments, inventory, equipment, fixtures and other goods and articles of personal property of any kind or character defined in and subject to the UCC; (d) all present and future increases, profits, combinations, reclassifications, improvements and products of, accessions, attachments and other additions to, tools, parts and equipment used in connection with, and substitutes and replacements for, all or any part of the Mortgaged Property described in this or any other clause of this paragraph; (e) all present and future accounts (including, but not limited to, all open accounts receivable and accounts receivable arising under or pursuant to any joint operating agreements, division orders or other agreements, documents or instruments relating to any of the Subject Interests), contract rights, general intangibles, chattel paper, documents, instruments, cash and noncash proceeds, in each case, accruing or attributable to the Subject Interests or to which Grantor now or hereafter may be entitled as a result of or by virtue of Grantor's ownership of the Subject Interests, together with all other rights arising from or by virtue of, or from the voluntary or involuntary sale or other disposition of, or collections with respect to, or insurance proceeds payable with respect to, or proceeds payable by virtue of warranty or other claims against manufacturers of, or claims against any other Person with respect to all or any part of the Hydrocarbons or the Other Minerals attributable to, or produced from the Subject Interests or the Mortgaged Property described in this or any other clause of this paragraph; and (f) all present and future security for the payment to Grantor of any of the Mortgaged Property described in this or any other clause of this paragraph and goods which gave or will give rise to any of such Mortgaged Property or are evidenced, identified, or represented therein or thereby; provided that, nothing in this paragraph shall be deemed to permit any action prohibited by this instrument or by terms incorporated in this instrument.

Upon the occurrence and continuance of a Priority Lien Debt Default, and subject to the Collateral Trust Agreement, Mortgagee and Mortgagee's successors in title and assigns are now and shall be entitled to all of the rights, remedies, powers, privileges and benefits (hereinafter collectively referred to as "Rights") afforded a secured party by the UCC with reference to the Mortgaged Property in which Mortgagee has been granted a security interest herein, or Trustee or Mortgagee may proceed as to all or any part of the Mortgaged Property, whether real or personal property, in accordance with the Rights granted under this instrument in respect of the real property covered hereby, the Rights under this paragraph being cumulative of and in addition to, those granted Trustee or Mortgagee under any other provision of this instrument or under any other instrument executed in connection with or as security for the Obligations.

To the extent that any of the Mortgaged Property is not subject to the UCC, Grantor hereby assigns to Mortgagee and Mortgagee's successors in title and assigns all of Grantor's rights, titles and interests in and to the Mortgaged Property to secure the full and complete payment and performance of the Obligations.

TO HAVE AND TO HOLD the Mortgaged Property, together with all and singular the rights, privileges, contracts, hereditaments and appurtenances now or hereafter, at any time before the foreclosure or release hereof, in anywise appertaining or belonging thereto, unto Trustee and Trustee's successors or substitutes, for the uses and purposes hereinafter set forth, forever. Grantor hereby binds and obligates Grantor and Grantor's successor in title and permitted assigns to warrant and forever defend, all and singular, the Mortgaged Property unto Trustee and Trustee's successors or substitutes, against the lawful claims of any and all Persons whomsoever claiming or to claim the same or any part thereof.

Notwithstanding any provision in this Mortgage or any other agreement or instrument to the contrary, the Grantor does not grant any security interest or lien hereunder in, and the terms "Mortgaged Property", "Personal Property and Fixtures", "Subject Contracts", "Accounts", "Hydrocarbons", and "Other Minerals" shall not include, any Excluded Asset (as defined in that certain Second Amended and Restated Security and Pledge Agreement, dated as of February 14, 2018, among the Borrower, the guarantors party thereto from time to time and the Collateral Trustee, as amended, amended and restated, supplemented or otherwise modified from time to time).

Notwithstanding any provision in this Mortgage or any other agreement or instrument to the contrary, no Excluded Structure (defined below) shall secure any Obligations (defined below) consisting of Indebtedness (as defined in the Collateral Trust Agreement) owing pursuant to the Senior Credit Facility (as defined in the Collateral Trust Agreement) or any Refinancing Credit Facility.

For the purposes of this Mortgage, "Excluded Structure" shall mean, collectively, any Building (as defined in the applicable Flood Insurance Regulation) or Manufactured (Mobile) Home (as defined in the applicable Flood Insurance Regulation) located on the real property described on Exhibit "A" attached hereto.

For the purposes of this Mortgage, "Flood Insurance Regulations" shall mean (i) the National Flood Insurance Act of 1968 as now or hereafter in effect or any successor statute thereto, (ii) the Flood Disaster Protection Act of 1973 as now or hereafter in effect or any successor statue thereto, (iii) the National Flood Insurance Reform Act of 1994 (amending 42 USC 4001, et seq.), as the same may be amended or recodified from time to time, and (iv) the Flood Insurance Reform Act of 2004 and any regulations promulgated thereunder.

The covenants and promises of this instrument shall be covenants running with the land, and each and every subsequent owner of any part of the Mortgaged Property covenants and agrees that such owner will perform, observe, and comply with each and every covenant and condition hereof. Grantor may not, without the prior written consent of Mortgagee, assign any Rights, duties or obligations hereunder.

SECTION 1. THE OBLIGATIONS.

This instrument and all Rights, titles, interests and Liens created hereby or arising by virtue hereof are given to secure payment and performance of the Priority Lien Obligations (as defined in the Collateral Trust Agreement, the "Obligations").

Notwithstanding any provision in this Mortgage to the contrary, (i) in no event is any Excluded Swap Obligation (as defined in the Credit Agreement) included in the definition of "Obligations" and (ii) this Mortgage is subject in all respects to the provisions of Section 12.22(b) of the Credit Agreement regarding Excluded Swap Obligations.

SECTION 2. REPRESENTATIONS, WARRANTIES AND COVENANTS.

2.1. Grantor represents and warrants to Mortgagee and to Trustee as follows as of the Effective Date:

(a) The representations and warranties set forth in each Priority Lien Document pertaining to Grantor are incorporated herein by reference as if set forth herein and each such representation and warranty is true and correct.

(b) (i) Grantor has good and defensible title to the Subject Interests (to the extent of the undivided interests specified on Exhibit A), good and defensible title to the Subject Contracts, and good title to all personal Properties that are Mortgaged Property, in each case, free and clear of all Liens except Permitted Liens; (ii) all rentals, royalties and other amounts due and payable by Grantor in respect thereof (and, to the best of Grantor's knowledge without independent investigation, all rentals, royalties and other amounts due and payable by third parties in respect thereof) have been duly paid or provided for, in each case except (Y) for amounts that are being contested in good faith by appropriate proceedings and for which Grantor has set aside on its books adequate reserves in accordance with GAAP (as defined in the Credit Agreement) or (Z) to the extent that the failure to pay or provide therefor could not reasonably be expected to result in a Material Adverse Effect (as defined in the Credit Agreement); and (iii) all leases or subleases comprising a part of the Subject Interests or the Subject Contracts are

in full force and effect (except to the extent that the failure thereof to be in full force and effect could not reasonably be expected to result in a Material Adverse Effect).

2.2. Grantor, for Grantor and Grantor's successors and permitted assigns, covenants and agrees with Mortgagee to perform and observe each and all of the covenants and agreements of Grantor set forth in the Priority Lien Documents, subject to any applicable grace periods provided in each Priority Lien Document (and any waiver, consent, cure or amendment under any such Priority Lien Document shall automatically constitute a corresponding waiver, consent, cure or amendment hereunder).

SECTION 3. DEFAULTS AND REMEDIES.

3.1. Upon the occurrence and during the continuance of a Priority Lien Debt Default, subject to and in accordance with the applicable provisions of the Collateral Trust Agreement, and to any mandatory requirements or limitations of applicable Law then in force, Mortgagee may do, or may direct Trustee to do, any one or more of the following:

(a) If Grantor has failed to keep or perform any covenant whatsoever contained in any Priority Lien Document, Mortgagee may, at its option, perform or attempt to perform such covenant. Any payment made or expense incurred in the performance or attempted performance of any such covenant shall be a part of the Obligations, and Grantor promises, upon demand, to pay to Mortgagee, at such place as Mortgagee may direct by written notice, all sums so advanced or paid by Mortgagee, with interest at the rate of eight and one-quarter percent per annum (8¼%) (the "Default Rate") from the date when paid or incurred by Mortgagee. No such payment by Mortgagee shall constitute a waiver of any Priority Lien Debt Default. In addition to the Liens hereof, Mortgagee shall be subrogated to all Rights and Liens securing the payment of any debt, claim, Tax (as defined in the Credit Agreement) or assessment for the payment of which Mortgagee may make an advance, or which Mortgagee may pay.

(b) Mortgagee may, without notice, demand, notice of intent to accelerate or protest, notice of acceleration or notice of protest, all of which are hereby expressly waived by Grantor and all other parties obligated in any manner whatsoever on the Obligations, declare the entire unpaid balance of the Obligations, or any part thereof, immediately due and payable, and upon such declaration, the Obligations so declared to be due and payable shall be immediately due and payable, and the Liens hereof shall then be subject to foreclosure in accordance with applicable Law.

(c) A POWER OF SALE HAS BEEN GRANTED IN THIS MORTGAGE. A POWER OF SALE MAY ALLOW THE MORTGAGEE OR TRUSTEE TO TAKE THE MORTGAGED PROPERTY AND SELL IT WITHOUT GOING TO COURT IN A FORECLOSURE ACTION UPON DEFAULT BY THE GRANTOR UNDER THIS MORTGAGE.

Mortgagee may, where permitted by Law, request Trustee to proceed with foreclosure, and in such event Trustee is hereby authorized and empowered, and it shall be his special duty, upon such request of Mortgagee, and to the extent permitted by applicable Law, to

sell all or any part of the Mortgaged Property at one or more sales, as an entirety or in parcels, at such place or places and otherwise in such manner and upon such notice as may be required by applicable Law, or, in the absence of any such requirement, as Trustee or Mortgagee may deem appropriate, and to make conveyance to the purchaser or purchasers thereof. Any such sale shall be made to the highest bidder or bidders, at the courthouse door of the county wherein the Mortgaged Property is situated; provided that, if the Mortgaged Property is situated in more than one county, such sales of the Mortgaged Property, or part thereof, may be made in any county wherein any part of the Mortgaged Property is situated. Any such sale shall be made at public outcry; between the hours of ten o'clock a.m. and four o'clock p.m. on the first Tuesday in any month, after having given notice of such sale by posting, or causing to be posted, written or printed notice at the courthouse door in the county, or if more than one, then in each of the counties, where the Subject Interests then subject to the Liens of this instrument are situated, which notice shall designate the county where the Mortgaged Property (or the part thereof to be sold) will be sold, and which notice shall be posted for at least three consecutive weeks before the day of sale, and Mortgagee shall, at least 21 calendar days preceding the date of sale, serve written notice of the proposed sale by certified mail on Grantor or other Person obligated to pay the Obligation according to the records of Mortgagee. If the applicable Law in force as of the Effective Date hereof should hereafter be amended to require a different notice of sale applicable to sales of property of the nature of the Mortgaged Property under powers of sale conferred by deeds of trust, Trustee may, in his sole discretion, to the extent permitted by applicable Law, give either the notice of sale required by applicable Law in effect on the Effective Date or the notice of sale prescribed by the amended Law and nothing herein shall be deemed to require Mortgagee or Trustee to do, and Mortgagee and Trustee shall not be required to do, any act other than as required by applicable Law in effect at the time of any such sale. After such sale, Trustee shall make to the purchaser or purchasers thereunder good and sufficient deeds, assignments or bills of sale in the name of Grantor, conveying or transferring the Mortgaged Property, or any part thereof, so sold to the purchaser or purchasers containing such warranties of title as are customarily given, which warranties shall be binding upon Grantor.

Sale of a part of the Mortgaged Property shall not exhaust the power of sale, but sales may be made from time to time until the Obligations are paid and performed in full. It shall not be necessary to have present or to exhibit at any such sale any of the Personal Property and Fixtures. In addition to the Rights and other powers of sale granted under the preceding provisions of this Section 3.1(c), upon the occurrence and during the continuation of any Priority Lien Debt Default, Mortgagee may, subject to, and in accordance with, the applicable provisions of the Collateral Trust Agreement, at its option, at once or at any time thereafter while any matured installment remains unpaid, without declaring the entire Obligations to be due and payable, orally or in writing, enforce, or direct Trustee to enforce (as provided by applicable Law), the Liens created by this instrument and sell the Mortgaged Property subject to such matured indebtedness and the Liens securing its payment, in the same manner, on the same terms, at the same place and time and after having given notice in the same manner, all as provided in the preceding provisions of this Section 3.1(c). After such sale, Mortgagee or Trustee (as

provided by applicable Law) shall make due conveyance to the purchaser or purchasers. Sales made without maturing the Obligations may be made hereunder whenever there is a Priority Lien Debt Default in the payment of any installment of the Obligations without exhausting the power of sale granted hereby and without affecting in any way the power of sale granted under this Section 3.1(c), the unmatured balance of the Obligations (except as to any proceeds of any sale which Mortgagee may apply as prepayment of the Obligations), or the Liens securing payment of the Obligations. The sale or sales of less than the whole of the Mortgaged Property shall not exhaust the power of sale herein granted, and Mortgagee or Trustee (as provided by applicable Law) is specifically empowered to make successive sale or sales under such power until the whole of the Mortgaged Property shall be sold. It is intended by each of the foregoing provisions of this Section 3.1(c) that Mortgagee may, or if applicable, Trustee may, after any request or direction by Mortgagee, sell not only the Subject Interests but also all other items constituting a part of the Mortgaged Property along with the Subject Interests, or any part thereof, all as a unit and as a part of a single sale, or may sell any part of the Mortgaged Property separately from the remainder of the Mortgaged Property. If the proceeds of such sale or sales of less than the whole of such Mortgaged Property shall be less than the aggregate of the Obligations, including the expense of enforcing the trust created by this instrument, the Liens of this instrument shall remain in full force and effect as to the unsold portion of the Mortgaged Property just as though no sale or sales of less than the whole of the Mortgaged Property had occurred, but Mortgagee shall have the right, at its sole election, to sell, or as applicable, request Trustee to sell, less than the whole of the Mortgaged Property. In the event any questions should be raised as to the regularity or validity of any sale hereunder, Mortgagee or Trustee (as provided by applicable Law) shall have the right and is hereby authorized to make resale of said property so as to remove any questions or doubt as to the regularity or validity of the previous sale, and as many resales may be made as may be appropriate. It is agreed that, in any deed or deeds given by Mortgagee or Trustee (as provided by applicable Law), any and all statements of fact or other recitals therein made as to the identity of Mortgagee, or as to the occurrence or existence of any Priority Lien Debt Default, or as to the request to sell, notice of sale, time, place, terms, and manner of sale, and receipt, distribution, and application of the money realized therefrom, or as to the due and proper appointment of a substitute Trustee, and, without being limited by the foregoing, as to any other act or thing having been duly done by Mortgagee or by Trustee, shall be taken by all Tribunals as prima facie evidence that the said statements or recitals are true and correct and are without further question to be so accepted, and Grantor does hereby ratify and confirm any and all acts that Trustee may lawfully do in the premises by virtue hereof. In the event of the resignation or death of Trustee or his removal from his county of residence stated on the first page hereof, or his failure, refusal, or inability, for any reason, to make any such sale or to perform any of the trusts herein declared, or, at the option of Mortgagee, without cause, Mortgagee may appoint, in writing, a substitute trustee, who shall thereupon succeed to all the estates, titles, rights, powers, and trusts herein granted to and vested in Trustee. If Mortgagee is a national banking association, regulated bank or financial institution or a corporation, such appointment may be made on behalf of such Mortgagee by any person who is then the president, or any vice-president, or the cashier or secretary, or any other authorized officer or agent of Mortgagee. In the event of the

resignation or death of any such substitute trustee, or his failure, refusal, or inability to make such sale or perform such trusts, or, at the option, of Mortgagee, without cause, Mortgagee may appoint successive substitute trustees from time to time in the same manner. Wherever herein the word "Trustee" is used, the same shall mean the person who is the duly appointed Trustee or substitute Trustee hereunder at the time in question. If at any time or times Mortgagee shall deem it necessary or prudent so to do, subject to the Collateral Trust Agreement, Mortgagee shall have the power, by an instrument executed by Mortgagee to appoint one or more persons either to act as separate trustee or trustees or co-trustee or co-trustees jointly with Trustee, of all or any specified part of the Mortgaged Property; and the person or persons so appointed shall be such separate trustee or co-trustee or co-trustees with such rights and remedies as shall be specified in such instrument to be executed as aforesaid, to the extent not prohibited by Law. Any such separate or co-trustee may resign or be removed in the same manner as can Trustee. Trustee and any separate or co-trustees shall have no responsibility for the acts and omissions of each other.

(d) Mortgagee may, or Trustee may upon written request of Mortgagee, in lieu of or in addition to exercising the power of sale provided for in Section 3.1(c) hereof proceed by suit or suits, at Law or in equity, to enforce the payment and performance of the Obligations in accordance with the terms hereof, and of the other Priority Lien Documents evidencing it, to foreclose the Liens and this instrument as against all, or any part of the Mortgaged Property, and to have all or any part of the Mortgaged Property sold under the judgment or decree of a court of competent jurisdiction.

(e) Mortgagee may (without notification, if permitted by applicable Law) enter upon the Mortgaged Property, take possession of the Mortgaged Property, and remove the Personal Property and Fixtures, or any part thereof, with or without judicial process, and, in connection therewith, without any responsibility or liability on the part of Mortgagee, take possession of any property located on or in the Mortgaged Property which is not a part of the Mortgaged Property and hold or store such property at Grantor's expense. If necessary to obtain the possession provided for in this Section 3.1(e), Mortgagee or Trustee may undertake any and all remedies to dispossess Grantor, including, specifically, one or more actions for forcible entry and detainer, trespass to try title and restitution.

(f) Mortgagee may require Grantor to assemble the Personal Property and Fixtures and any other items of the Mortgaged Property, or any part thereof, and make it available to Mortgagee at a place to be designated by Mortgagee which is reasonably convenient to Grantor and Mortgagee.

(g) Mortgagee may surrender the insurance policies maintained pursuant to the Priority Lien Documents, or any part thereof, and receive and apply the unearned premiums as a credit on the Obligations, and, in connection therewith, Grantor hereby appoints Mortgagee as the agent and attorney-in-fact for Grantor (with full powers of substitution) to collect such premiums, which power of attorney shall be deemed to be a power coupled with an interest and therefore irrevocable until the release of the Liens evidenced by this instrument.

(h) Mortgagee may retain the Personal Property and Fixtures and any other items of the Mortgaged Property, or any part thereof, in satisfaction of the Obligations whenever the circumstances are such that Mortgagee is entitled to do so under the UCC.

(i) Mortgagee shall have the right to become the purchaser at any sale of the Mortgaged Property held by Trustee or by any court, receiver or public officer, and Mortgagee shall have the right to credit upon the amount of the bid made therefor, the amount payable out of the net proceeds of such sale to Mortgagee. Recitals contained in any conveyance made to any purchaser at any sale made hereunder shall conclusively establish the truth and accuracy of the matters therein stated, including without limiting the generality of the foregoing, nonpayment of the unpaid principal sum of, interest accrued on, and fees payable in respect of, the Obligations after the same has become due and payable, and advertisement and conduct of such sale in the manner provided herein or appointment of any successor Trustee hereunder.

(j) Mortgagee may buy the Personal Property and Fixtures and any other items of the Mortgaged Property, or any part thereof, at any private disposition if the Mortgaged Property or the Personal Property and Fixtures, or the part thereof being disposed of, is a type customarily sold in a recognized market or a type which is the subject of widely distributed standard price quotations.

(k) Mortgagee shall have and may exercise any and all other Rights which Mortgagee may have under the UCC, by virtue of the Priority Lien Documents at Law, in equity or otherwise.

(l) Notwithstanding Sections 51.003, 51.004, and 51.005 of the Texas Property Code, if and to the extent applicable, or any other statute requiring otherwise, and to the extent permitted by Law, Grantor agrees that in the event an interest in any of the Mortgaged Property is foreclosed upon pursuant to a judicial or nonjudicial foreclosure sale, Mortgagee shall be entitled to seek a deficiency judgment from Grantor and any other party obligated on the secured indebtedness equal to the difference between the amount owing on the secured indebtedness and the amount for which the mortgaged property was sold pursuant to judicial or nonjudicial foreclosure sale. Grantor expressly recognizes that this section constitutes a waiver of applicable statutes which would otherwise permit Grantor and other persons against whom recovery of deficiencies is sought or guarantor independently (even absent the initiation of deficiency proceedings against them) to present competent evidence of the fair market value of the Mortgaged Property as of the date of the foreclosure sale and offset against any deficiency the amount by which the foreclosure sale price is determined to be less than such fair market value. Grantor further recognizes and agrees that this waiver creates an irrebuttable presumption that the foreclosure sale price is equal to the fair market value of the Mortgaged Property for purposes of calculating deficiencies owed by Grantor, any guarantor, and others against whom recovery of a deficiency is sought.

(m) Grantor agrees that, in the event of any "transfer" of the Mortgaged Property without the prior written consent of Mortgagee, except any transfer permitted under the provisions of the Priority Lien Documents, Mortgagee has the absolute right at

its option, without prior demand or notice, to declare all sums secured by this Mortgage immediately due and payable. Consent to one such transaction will not be deemed to be a waiver of the right to require consent to future or successive transactions. Mortgagee may grant or deny such consent in its sole discretion and, if consent is given, any such transfer will be subject to this Mortgage, and any such transferee shall assume all obligations hereunder and agree to be bound by all provisions contained herein. Such assumption will not, however, release Grantor or any other maker or guarantor of the Obligations from any liability thereunder without the prior written consent of Mortgagee. As used herein, "transfer" includes the direct or indirect sale, agreement to sell, transfer, conveyance, pledge, collateral assignment or hypothecation of the Mortgaged Property, other than easements, leases, licenses, and similar transfers which do not materially impair the value of the Mortgaged Property, or any portion thereof or interest therein, whether voluntary, involuntary, by operation of Law or otherwise.

3.2. If Mortgagee is the purchaser of the Mortgaged Property, or any part thereof, at any sale thereof, whether such sale be under the power of sale hereinabove vested in Trustee, or upon any other foreclosure of the Liens hereof, or otherwise, Mortgagee shall, upon any such purchase, acquire good and marketable title to the Mortgaged Property so purchased, free of the Liens of these presents.

3.3. Should any part of the Mortgaged Property come into the possession of Trustee or Mortgagee, whether before or after a Priority Lien Debt Default, Trustee or Mortgagee may use or operate the Mortgaged Property for the purpose of preserving its value, pursuant to the order of a Tribunal, or pursuant to the Rights which Grantor has with respect to the management, protection, preservation and operation of the Mortgaged Property, or in accordance with any other Rights held by Trustee or Mortgagee in respect of the Mortgaged Property. Such operations may be conducted through any contract operator or other Person designated by Trustee or Mortgagee. Grantor covenants promptly to reimburse and pay to Trustee or Mortgagee, at the place as may be designated by Trustee or Mortgagee in writing, the amount of all reasonable expenses (including the cost of any insurance, Taxes, additional drilling and reworking, whether successful or unsuccessful, or other charges) incurred by Mortgagee in connection with its custody, preservation, use or operation of the Mortgaged Property, together with interest thereon from the date incurred by Mortgagee at the Default Rate, and all such expenses, costs, Taxes, interests and other charges shall be a part of the Obligations. It is agreed, however, that the risk of accidental loss or damage to the Mortgaged Property is on Grantor, and Mortgagee shall have no liability whatsoever for decline or diminution in value of the Mortgaged Property, nor for failure to obtain or maintain insurance, nor for failure to determine whether any insurance ever in force is adequate as to amount or as to the risks insured.

3.4. In case the Liens hereof shall be foreclosed by exercise of the above powers of sale, or by other judicial or non-judicial action, the purchaser at any such sale shall receive, as an incident to such purchaser's ownership, immediate possession of the Mortgaged Property, or any part thereof sold to such purchaser, and, subsequent to foreclosure, Grantor shall be considered a tenant at sufferance of the purchaser at the foreclosure sale, and any Person occupying the Mortgaged Property, or portion thereof so sold, after demand has been made for possession thereof, shall be guilty of forcible detainer and shall be subject to eviction and removal, forcible

or otherwise, with or without process of Law, and all damages by reason thereof are hereby expressly waived.

3.5. Subject to, and in accordance with, the applicable provisions of the Collateral Trust Agreement, the proceeds from any sale or other disposition made pursuant to this Section 3 or sums received pursuant to Section 5.5 hereof shall be applied by Trustee or by Mortgagee, as the case may be, as provided in Section 3.4 of the Collateral Trust Agreement; provided the application of such proceeds shall be subject in all respects to the provisions of the last sentence of Section 10.02(c) of the Credit Agreement regarding Excluded Swap Obligations, to the extent at the time of such application there exists any Excluded Swap Obligations, regardless of whether the Credit Agreement is then in effect unless the Credit Agreement has been replaced by a Refinancing Credit Facility.

3.6. In the event a foreclosure hereunder is commenced by Trustee in accordance with Section 3.1(c), Mortgagee may at any time before the sale direct Trustee to abandon the sale, and may then institute suit for the collection of the Obligations, or for the foreclosure of the Liens hereof. If Mortgagee should institute a suit for the collection of the Obligations, or for foreclosure of the Liens hereof, it may at any time before the entry of a final judgment in said suit, dismiss the same, and require Trustee to sell the Mortgaged Property, or any part thereof, in accordance with the provisions of this instrument.

3.7. All Rights available to Mortgagee and Trustee hereunder are cumulative of and in addition to all of the Rights granted to Mortgagee or Trustee at Law or in equity, or under the Priority Lien Documents.

SECTION 4. ASSIGNMENT OF PRODUCTION.

4.1. Grantor does hereby GRANT, SELL, ASSIGN, CONVEY, TRANSFER and SET OVER unto Mortgagee, its successors in title and assigns, and grant to Mortgagee, its successors in title and assigns, all of the following:

(a) All Hydrocarbons and Other Minerals and all as-extracted collateral, and the proceeds from the Subject Interests, and products obtained or processed therefrom, and proceeds therefrom;

(b) All amounts, or proceeds hereafter payable to, or to become payable to, Grantor or to which Grantor is entitled pursuant to all Subject Contracts now or hereafter relating to any part of the Subject Interests; and

(c) All amounts, sums, monies, revenues and income which become payable to Grantor from, or with respect to, all of the Mortgaged Property or pursuant to any Subject Contract, present or future, now or hereafter constituting a part of the Mortgaged Properties.

TO HAVE and TO HOLD the foregoing unto Mortgagee, its successors in title and assigns, forever, subject however, to the terms and provisions of this instrument. Until such time as a Priority Lien Debt Default has occurred and is continuing, Mortgagee hereby grants to

Grantor a license to sell such production described above and receive the production Proceeds (defined below), which license shall automatically terminate upon the occurrence of a Priority Lien Debt Default and for so long as the same continues.

4.2. Subject to, and in accordance with, the applicable provisions of the Collateral Trust Agreement, Grantor hereby authorizes and empowers Mortgagee to demand, collect, receive and receipt for the "Proceeds" (defined herein to mean all production, proceeds and payments assigned hereunder, as described in Section 4.1 hereof), and to endorse and cash any checks and drafts payable to Grantor, or to Mortgagee for the account of Grantor, received in connection with the Proceeds. Grantor hereby appoints Mortgagee as the appointed agent and attorney-in-fact of Grantor, for the purpose of executing any "Receipt" (defined herein to mean any transfer order, payment order, division order, receipt, release or other instrument) that Mortgagee deems necessary in order for Mortgagee to demand, collect, receive and receipt for the Proceeds. In addition, Grantor agrees that upon Mortgagee's request, Grantor shall promptly execute and deliver to Mortgagee such Receipts as Mortgagee may deem necessary, convenient or appropriate in connection with the payment and delivery directly to Mortgagee of all Proceeds. Grantor hereby authorizes and directs all "Purchasers" (defined herein to mean all pipeline companies, purchasers, transporters, any other Person now or hereafter purchasing Hydrocarbons, or any part thereof, or now or hereafter having in their possession or control any Proceeds from or allocated to the Subject Interests, or any part thereof, or now or hereafter otherwise owing monies to Grantor under the Subject Contracts herein assigned), or operators under applicable joint operating agreements to pay or deliver such Proceeds as provided in the Priority Lien Documents or in such other manner as Mortgagee may direct to the Purchasers in writing, and this authorization shall continue until this instrument is released. All Receipts may be relied upon in all respects by Purchasers, and the same shall be binding upon Grantor. No Purchaser shall have any responsibility to see to the application of the assignment herein contained and each Purchaser shall be released hereby from any and all liability to Grantor to the full extent and amount of all Proceeds so paid or delivered. Grantor agrees to indemnify and hold harmless each Purchaser against any and all liabilities, actions, claims, judgments, costs, charges, costs of investigation and attorneys' fees resulting from the paying for or delivery of any such Proceeds to Mortgagee. Should Mortgagee bring suit against any Purchaser for collection of any amounts or sums included within this assignment (and Mortgagee shall have the right to bring any such suit), it may sue either in its own name or in the name of Grantor.

4.3. Independently of the foregoing provisions and authorities herein granted, Grantor shall execute and deliver any and all Receipts that may be requested by Mortgagee or that may be required by any Purchaser to effect payment or delivery of the Proceeds directly to Mortgagee after the occurrence and during the continuation of a Priority Lien Debt Default. If pursuant to any existing Subject Contract, any Proceeds are required to be paid or delivered by any Purchaser directly to Grantor so that under such existing Subject Contracts the Proceeds cannot be paid or delivered directly to Mortgagee in the absence of foreclosure, then, if Mortgagee has requested after the occurrence and during the continuation of a Priority Lien Debt Default that the Proceeds be paid or delivered directly to it under the assignment herein contained, the Proceeds which for any reason must be paid or delivered to Grantor shall, when received by Grantor, constitute trust funds in Grantor's hands and shall be immediately paid over by Grantor to Mortgagee. Promptly upon the request of Mortgagee at reasonable intervals or as otherwise

provided in the Priority Lien Documents, and in any event at least once every 12 months, Grantor shall furnish Mortgagee with the names and addresses of each Purchaser, as Mortgagee may request.

4.4. Mortgagee is hereby absolved from all liability for failure to enforce collection of the Proceeds assigned under Section 4.1 hereof and from all other responsibility in connection therewith, except the responsibility to account (by application to the Obligations or otherwise) for funds actually received. If Mortgagee receives monies in excess of the amount of the Proceeds to which Grantor is entitled, Mortgagee will make a reasonable effort to pay any such excess monies of which Mortgagee is aware to the other parties legally entitled thereto; provided, that, Grantor agrees to indemnify and hold Trustee and Mortgagee harmless against any and all liabilities, actions, claims, judgments, costs, charges and attorneys' fees by reason of the assertion that they or either of them have received, either before or after payment and performance in full of the Obligations, funds from the Proceeds of Hydrocarbons claimed by a third Person, or any other Proceeds in which a Person claims an adverse interest. Trustee and Mortgagee shall each have the right to defend against any such claims or actions, employ attorneys of their own selection, and if not furnished with indemnity satisfactory to each of them, they alone shall each have the right to compromise and adjust any such claims, actions and judgments, and in addition to the Rights to be indemnified as herein provided, all amounts paid by Trustee or by Mortgagee in compromise, satisfaction or discharge of any such claim, action or judgment, and all court costs, attorneys' fees and other expenses of every character incurred by Trustee or by Mortgagee pursuant to the provisions of this Section 4.4 shall be demand obligations owing by Grantor and shall bear interest at the Default Rate from the date of expenditure until paid, and any such payments so made by Mortgagee and the interest thereon shall be part of the Obligations and shall be secured by the Liens evidenced by this instrument.

4.5. The Rights of Mortgagee pursuant hereto shall be cumulative of all other security of any and every character now or hereafter existing to secure the payment of the Obligations. Proceeds received under this Section 4 shall be placed in a deposit account and credited to the Obligations in the manner and order provided for in the Priority Lien Documents and the Collateral Trust Agreement; provided that, such Proceeds shall not be deemed applied to payment of the Obligations, unless and until such Proceeds are actually applied thereto. Mortgagee may, subject to, and in accordance with, the applicable terms of the Priority Lien Documents and the Collateral Trust Agreement, permit Proceeds received by it to be returned to Grantor (rather than applied to the Obligations) for use in Grantor's operations.

SECTION 5. MISCELLANEOUS.

5.1. Upon the Discharge of Priority Lien Obligations, and if Grantor shall well and truly perform all of Grantor's covenants contained herein, then this instrument shall become null and void and, at Grantor's request and expense (to the extent permitted by applicable Law), it shall be released; otherwise, it shall remain in full force and effect; provided that no release hereof shall impair Grantor's warranties and indemnities contained herein or the liabilities assumed by Grantor hereunder. To the extent provided in the Collateral Trust Agreement (including, without limitation, Sections 3.2 and 4.1 thereof), Mortgagee shall, and otherwise as Mortgagee may elect, subject to the Collateral Trust Agreement, Mortgagee may, at any time, and from time to time, release any part of the Mortgaged Property, or any property in which

Grantor has granted a security interest to Mortgagee, or any items assigned pursuant to Section 4 hereof, from the Liens evidenced by this instrument, but no such partial release shall ever affect or impair Mortgagee's Rights or Liens hereunder, except to the extent specifically stated in such instrument of partial release.

5.2. All Rights and Liens herein expressly conferred are cumulative of all other Rights and Liens herein, or provided by Law, or provided in the Priority Lien Documents, and shall not be deemed to deprive Trustee or Mortgagee of any such other legal or equitable Rights and Liens by judicial proceedings, or otherwise, appropriate to enforce the conditions, covenants and terms of this instrument and the other Loan Documents, and the employment of any Rights hereunder, or otherwise, shall not prevent the concurrent or subsequent employment of any other appropriate Rights.

5.3. Any and all covenants in this instrument may from time to time, by instrument in writing signed by Mortgagee and delivered to Grantor, be waived to such extent and in such manner as Mortgagee may desire, subject to the Collateral Trust Agreement, but no such waiver shall ever affect or impair Mortgagee's Rights or Liens hereunder, except to the extent specifically stated in such written instrument. Impossibility shall not excuse the performance of any agreement, covenant or condition contained in this instrument.

5.4. If Grantor conveys any interest in the Mortgaged Property, or any part thereof to any other party, Mortgagee may, without notice to Grantor deal with any owner of any part of the Mortgaged Property with reference to this instrument and the Obligations, either by way of forbearance on the part of Mortgagee, or extension of time of payment of the Obligations, or release of all or any part of the Mortgaged Property, or release of any other property securing payment and performance of the Obligations, without in any way modifying or affecting Mortgagee's Rights and Liens hereunder or the liability of Grantor for payment and performance of the Obligations, in whole or in part.

5.5. Mortgagee shall be entitled to receive any and all monies which may be awarded or become payable to Grantor for the condemnation, eminent domain or other similar proceeding of the Mortgaged Property, or any part thereof, for public or quasi-public use, or by virtue of private sale in lieu thereof, and any monies which may be awarded or become payable to Grantor for damages caused by public works or construction on or near the Mortgaged Property. All such monies are hereby assigned to Mortgagee and shall be applied by Trustee, or by Mortgagee, as the case may be, pursuant to Section 3.5 hereof. Grantor shall, upon request of Mortgagee, make, execute, acknowledge and deliver any and all additional assignments and documents as may be necessary from time to time to enable Mortgagee to collect and receipt for any such monies. Mortgagee shall not be, under any circumstances, liable or responsible for failure to collect, or exercise diligence in the collection of, any of such monies.

5.6. [Reserved].

5.7. If all or any portion of the proceeds of any Priority Lien Debt have been advanced for the purpose of paying the purchase price for all or a part of the Mortgaged Property, then (a) Mortgagee shall have, and is hereby granted, a lien on the Mortgaged Property to further secure the Obligations, and (b) Mortgagee shall be subrogated to all Rights and Liens owned or claimed

by the holder of any indebtedness which has been directly or indirectly discharged or paid from the proceeds of any Priority Lien Debt.

5.8. Whenever herein the singular number is used, the same shall include the plural where appropriate, and vice versa; and words of any gender herein shall include each other gender where appropriate.

5.9. The captions, headings and arrangements used in this instrument are for convenience only and do not in any way affect, limit, amplify or modify the terms and provisions hereof.

5.10. If any provision of this instrument, or of the other Priority Lien Documents is held to be illegal, invalid, or unenforceable under present or future Laws effective during the term hereof and thereof, such provision shall be fully severable from all other provisions in this instrument and the other Priority Lien Documents, and this instrument and the other Priority Lien Documents shall be construed and enforced as if such illegal, invalid or unenforceable provision had never comprised a part thereof, and the remaining provisions hereof and thereof shall remain in full force and effect and shall not be affected by the illegal, invalid, or unenforceable provision or by its severance therefrom. Furthermore, in lieu of such illegal, invalid or unenforceable provision, there shall be added automatically as a part of this instrument and the other Priority Lien Documents a legal, valid and enforceable provision as similar in terms to such illegal, invalid or unenforceable provision as may be possible. If any of the Liens evidenced by this instrument and the other Priority Lien Documents are invalid or unenforceable as to any part of the Obligations, or if the Liens are invalid or unenforceable as to any part of the Mortgaged Property, the Obligations shall be completely paid prior to the payment of the remaining and secured or partially secured portion of the Obligations, and all payments made on the Obligations, whether voluntary or under foreclosure or other enforcement action or procedure, shall be considered to have been first paid on and applied to the full payment of that portion of the Obligations which is not secured or fully secured by the Liens evidenced by this instrument.

5.11. THIS MORTGAGE SHALL BE GOVERNED BY AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK, EXCEPT THAT TO THE EXTENT THE LAW OF A STATE IN WHICH A PORTION OF THE MORTGAGED PROPERTY IS LOCATED (OR WHICH IS OTHERWISE APPLICABLE TO A PORTION OF THE MORTGAGED PROPERTY) NECESSARILY GOVERNS WITH RESPECT TO THE CREATION, PERFECTION AND ENFORCEMENT OF THE LIENS AND OTHER RIGHTS AND REMEDIES HEREUNDER OF THE TRUSTEE, THE MORTGAGEE OR THE COLLATERAL TRUSTEE, THE LAW OF SUCH STATE SHALL APPLY AS TO THAT PORTION OF THE MORTGAGED PROPERTY LOCATED IN (OR WHICH IS OTHERWISE SUBJECT TO THE LAWS OF) SUCH STATE.

5.12. The terms, provisions, covenants and conditions hereof shall be binding upon Grantor and Grantor's successors in title and permitted assigns and shall inure to the benefit of Mortgagee and Trustee, and their respective successors in title and assigns.

5.13. This instrument may be construed and enforced from time to time as a mortgage, deed of trust, chattel mortgage, conveyance, assignment, security agreement, pledge, financing

statement, hypothecation or contract, or any one or more of them as may be appropriate under applicable Laws, in order fully to effectuate the Liens hereof and the purposes and agreements herein set forth.

5.14. Without in any manner limiting the generality of any of the foregoing provisions hereof, with respect to the Mortgaged Property (a) some portions of the goods described or to which reference is made herein are, or are to become, fixtures on the property described on Exhibit A or to which reference is made herein; (b) the minerals and the like (including oil and gas) included in the Mortgaged Property and the accounts resulting from the sale thereof will be financed at the wellhead(s) or minehead(s) located on the property described on Exhibit A or to which reference is made herein; and (c) this instrument is to be filed of record in the real estate records as a financing statement. A carbon, photographic or other reproduction of this instrument shall be sufficient as a financing statement.

5.15. Executed original counterparts of this instrument are to be filed for record in the records of the jurisdictions wherein the Mortgaged Property is situated, and shall have annexed thereto as Exhibit A only the portions or divisions containing specific descriptions of the Mortgaged Property relating to the Lands located in such jurisdictions. Whenever a recorded counterpart of this instrument contains specific descriptions which are less than all of the descriptions contained in any full counterpart lodged with Mortgagee, the omitted descriptions are hereby included by reference in such recorded counterpart as if each recorded counterpart conformed to any full counterpart lodged with Mortgagee.

5.16. This instrument has been executed in a number of identical counterparts, each of which shall be deemed an original, and all of which are identical, except that in order to facilitate recordation, portions of Exhibit A hereto which describe Mortgaged Property situated in jurisdictions other than the particular jurisdiction in which a counterpart hereof is being recorded may be omitted from such counterpart. In making proof of this instrument, it shall not be necessary for Trustee or Mortgagee to account for all counterparts, and it shall be sufficient for Trustee or Mortgagee to produce but one such counterpart.

[Signature and Acknowledgment Page Follows]

IN WITNESS WHEREOF this instrument is executed as of the day and year set forth for Grantor's acknowledgment hereto, but shall be effective as of Effective Date.

GRANTOR:

SN CATARINA, LLC, a Delaware limited liability company

By: Howard J Thill
Name: Howard J. Thill
Title: Chief Financial Officer

Address:
1000 Main Street, Suite 3000
Houston, Texas 77002

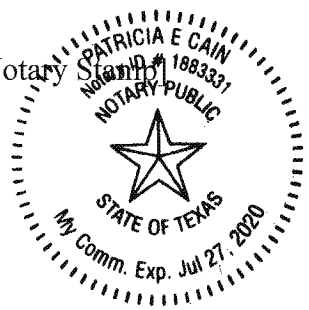
STATE OF TEXAS §
§
COUNTY OF HARRIS §

The foregoing instrument was acknowledged before me this 13 day of April, 2018, by Howard J. Thill, as Chief Financial Officer of SN Catarina, LLC, a Delaware limited liability company, on behalf of said limited liability company.

Witness my hand and official seal.

Patricia E Cain
Notary Public, State of Texas

[Notary Stamp]



MORTGAGEE:

ROYAL BANK OF CANADA, as Collateral Trustee

By: _____
Don J. McKinnerney
Authorized Signatory

Address:
2800 Post Oak Boulevard, Suite 3900
Houston, Texas 77056

STATE OF TEXAS §
§
COUNTY OF HARRIS §

The foregoing instrument was acknowledged before me this 13th day of April, 2018, by Don J. McKinnerney as Authorized Signatory of Royal Bank of Canada, on behalf of said bank.

Witness my hand and official seal.

_____
Notary Public, State of Texas

[Notary Stamp]

ANDREW MEDINA
MY COMMISSION EXPIRES
January 2, 2019

EXHIBIT A

TO THAT AMENDED AND RESTATED MORTGAGE, DEED OF TRUST, SECURITY AGREEMENT, FINANCING STATEMENT AND ASSIGNMENT OF PRODUCTION FROM SN CATARINA, LLC TO CHARLES R. SALMON, TRUSTEE FOR THE BENEFIT OF ROYAL BANK OF CANADA, AS COLLATERAL TRUSTEE UNDER THE COLLATERAL TRUST AGREEMENT, AS MORTGAGEE

Introduction to Exhibit A

The Grantor hereby agrees and affirms that this Introduction to Exhibit A is an amplification and explanation of the terminology, format and information contained in Exhibit A and that this instrument shall be construed as a whole with reference to the entirety of its provisions (including all Exhibits).

1. This instrument covers the Grantor's entire interest in each of the land parcels, mineral servitudes, mineral leases, mineral royalties and other mineral rights described in Exhibit A, as now owned or as hereafter acquired. The inclusion of the Grantor's "net revenue interests", "working interests" and undivided leasehold interests, by the listing of percentage, decimal or fractional numbers or otherwise, as well as the inclusion of depth limitations, spacing unit designations and agreements, well names and well arabic numbers are generally for descriptive purposes. The inclusion (or the inaccuracy thereof) of this information is not in any way a limitation or restriction on the interest of the Grantor being subjected to the lien and encumbrance of this instrument. All right, title and interest of the Grantor in the properties described herein are subject to this Mortgage, regardless of the presence of any units or wells (existing or future) not described herein.

2. The leases listed below each well or group of wells relate to one or more of such listed wells. This instrument is intended to cover the entire interest of the Grantor in any lease described in Exhibit A, including (without limitation) even if a lease is listed under one set of wells but erroneously is not listed under another set of wells. Reference is made to the land descriptions contained in the documents of title recorded as described in Exhibit A.

3. References in Exhibit A to instruments on file in the public records are made for all purposes. Unless provided otherwise, all recording references in Exhibit A are to the official real property records of the county or counties in which the mortgaged property is located and in which records such documents are or in the past have been customarily recorded, whether Conveyance Records, Deed Records, Oil and Gas Records, Mineral Lease Records, Oil and Gas Lease Records, Tract Indexes or other records.

4. Each reference to a lease or a contract in Exhibit A shall be deemed a reference to said lease or contract as said lease or contract may have been amended or ratified by all amendments or ratifications heretofore executed, whether or not referred to herein.

5. A statement herein that a certain interest described herein is subject to the terms of certain described or referred to agreements, instruments or other matters shall not operate to subject such interest to any such agreement, instrument or other matter except to the extent that such agreement, instrument or matter is otherwise valid and presently subsisting nor shall such statement be deemed to constitute a recognition by the parties hereto that any such agreement, instrument or other matter is valid and presently subsisting or binding against the Mortgagee.

[See attached]

Exhibit A

SN CATARINA, LLC
Dimmit, La Salle, and Webb Counties, TX Mortgage

Exhibit A
Leases

Lease No.	Lessor	Lessee	Lease Date	Expiration Date	Book	Page	Instrument No.	County	State
T0463045	KOENNING, ROY ALLEN	EOG RESOURCES INC	2/10/2009	2/10/2014	999	837	239874	De Witt	TX
T0556038-001	VOTAW, LARRY, ET UX	CARRIZO EXPLORATION, INC	1/7/2002	7/7/2003	147	32	230	Dimmit	TX
T0556038-002	YANKE, FORREST HEMPHILL	CARRIZO EXPLORATION, INC	1/7/2002	7/7/2003	147	36	231	Dimmit	TX
T0556038-003	HEMPHILL, HARRIET	CARRIZO EXPLORATION, INC	1/7/2002	7/7/2003	147	40	232	Dimmit	TX
T0556038-004	L&HB PROPERTIES, LTD	CARRIZO EXPLORATION, INC	1/7/2002	7/7/2003	147	44	233	Dimmit	TX
T0556038-005	HEMPHILL, ROBERT W., JR.	CARRIZO EXPLORATION, INC	1/7/2002	7/7/2003	147	97	295	Dimmit	TX
T0616002-001	BRISCOE RANCH INC	EDWARD G VAUGHAN	12/1/2005	11/30/2010	329	138	7002	Dimmit	TX
T0616001-001	BRISCOE RANCH INC	EDWARD G VAUGHAN	12/1/2005	11/30/2010	329	394	7051	Dimmit	TX
T0619005	BRISCOE RANCH INC	ANADARKO E&P COMPANY LP	10/15/2005	10/15/2017	329	397	7052	Dimmit	TX
T0616001-002	MOODY FOUNDATION ET AL	EDWARD G VAUGHAN	12/1/2005	11/30/2010	329	484	7078	Dimmit	TX
T0619003	BRISCOE RANCH INC	ANADARKO E&P COMPANY LP	10/15/2005	10/15/2017	335	276	8081	Dimmit	TX
T0616004	STATE OF TEXAS MF-107481 ET AL	ANADARKO E&P COMPANY LP	5/14/2007	5/14/2010	336	199	8251	Dimmit	TX
T0619002-001	BRISCOE RANCH INC	ANADARKO E&P COMPANY LP	10/15/2005	10/15/2017	338	617	8649	Dimmit	TX
T0620003-001	SOUTH SPUR LP	ANADARKO E&P COMPANY LP	3/6/2006	3/6/2018	343	325	9442	Dimmit	TX
T0616003-001	DIAMOND H RANCHES LIMITED PARTNERSHIP	ANADARKO E&P COMPANY LP	5/14/2007	5/14/2010	344	6	9540	Dimmit	TX
T0620001-001	ROGERS DENTONIO RANCH	ANADARKO E&P COMPANY LP	3/6/2006	3/6/2011	344	46	9545	Dimmit	TX
T0619006-001	DIANA M STUMBERG ET AL	ST MARY LAND AND EXPLORATION COMPANY	11/5/2008	11/4/2011	0354	0171	11322	Dimmit	TX
T0619004	BRISCOE RANCH INC	ANADARKO E&P COMPANY LP	3/1/2010	10/15/2017	0382	0013	14190	Dimmit	TX
T0619016-001	MARGARET WESCOE	ANADARKO E&P COMPANY LP	3/10/2010	3/10/2018	392	487	15992	Dimmit	TX
T0619016-002	BRANDON CHRISTOPHER WESCOE	ANADARKO E&P COMPANY LP	5/12/2010	5/12/2018	392	490	15993	Dimmit	TX
T0620020	BERNARD PREECE ET AL	ANADARKO E&P COMPANY LP	7/9/2010	7/9/2017	393	414	16173	Dimmit	TX
T0619016-003	SANDRA D WESCOE	ANADARKO E&P COMPANY LP	5/13/2010	5/13/2018	395	565	16572	Dimmit	TX
T0616007-001	TRIPLE B INVESTMENTS LLC	ANADARKO E&P COMPANY LP	11/26/2010	11/25/2016	401	548	17517	Dimmit	TX
T0619016-004	TRACI W MCDEVITT	ANADARKO E&P COMPANY LP	5/13/2010	5/13/2018	402	198	17629	Dimmit	TX
T0619007-001	EVELYN I METCALF	ANADARKO E&P COMPANY LP	9/23/2010	9/23/2015	402	201	17630	Dimmit	TX
T0619007-007	FRANK VANCE	ANADARKO E&P COMPANY LP	3/15/2011	3/15/2016	406	356	18321	Dimmit	TX
T0619007-012	HARRY VANCE JR	ANADARKO E&P COMPANY LP	3/15/2011	3/15/2016	406	360	18322	Dimmit	TX
T0619007-008	MARY RUTH RICE	ANADARKO E&P COMPANY LP	3/14/2011	3/14/2016	406	364	18323	Dimmit	TX
T0619007-011	LINDA KAY CARTER	ANADARKO E&P COMPANY LP	3/11/2011	3/11/2016	406	368	18324	Dimmit	TX
T0619007-010	CAROL JEAN MAYFIELD	ANADARKO E&P COMPANY LP	3/14/2011	3/14/2016	406	372	18325	Dimmit	TX

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T0619007-009	JACK JOHN METCALF	ANADARKO E&P COMPANY LP	3/9/2011	3/9/2016	406	376	18326	Dimmit	TX
T0619007-014	IRENE DETTEN LEWIS	ANADARKO E&P COMPANY LP	3/17/2011	3/17/2016	406	380	18327	Dimmit	TX
T0619007-002	GLEN RAY METCALF	ANADARKO E&P COMPANY LP	3/9/2011	3/9/2016	406	384	18328	Dimmit	TX
T0619007-003	ALICE KUEHLER	ANADARKO E&P COMPANY LP	3/17/2011	3/17/2016	406	388	18329	Dimmit	TX
T0619007-006	GLADYS LOOTEN	ANADARKO E&P COMPANY LP	3/17/2011	3/17/2016	406	392	18330	Dimmit	TX
T0619007-004	DONALD DETTEN	ANADARKO E&P COMPANY LP	3/16/2011	3/16/2016	406	396	18331	Dimmit	TX
T0619007-005	PAUL A DETTEN ET UX	ANADARKO E&P COMPANY LP	3/18/2011	3/18/2016	406	400	18332	Dimmit	TX
T0616007-002	EARLENE F BRENNER ET AL	ANADARKO E&P COMPANY LP	2/25/2011	2/25/2017	406	681	18405	Dimmit	TX
T0619007-018	RUTH KINCANNON	ANADARKO E&P COMPANY LP	3/16/2011	3/16/2016	406	732	18413	Dimmit	TX
T0619007-019	FRANCES ANN SINCLAIR	ANADARKO E&P COMPANY LP	3/18/2011	3/18/2016	406	736	18414	Dimmit	TX
T0619007-017	BLANCHE C KOETTING	ANADARKO E&P COMPANY LP	3/17/2011	3/17/2016	406	740	18415	Dimmit	TX
T0619007-013	PLUMA PETERSON	ANADARKO E&P COMPANY LP	3/16/2011	3/16/2016	406	744	18416	Dimmit	TX
T0619007-021	DORIS GABEL	ANADARKO E&P COMPANY LP	3/18/2011	3/18/2016	408	381	18687	Dimmit	TX
T0619007-015	ELIZABETH ANN METCALF	ANADARKO E&P COMPANY LP	3/14/2011	3/14/2016	408	385	18688	Dimmit	TX
T0619007-016	SAM METCALF	ANADARKO E&P COMPANY LP	3/16/2011	3/16/2016	408	389	18689	Dimmit	TX
T0619007-020	SAN JACINTO BAPTIST	ANADARKO E&P COMPANY LP	3/14/2011	3/14/2016	408	393	18690	Dimmit	TX
T0619002-002	BOY SCOUTS OF AMERICA	ANADARKO E&P COMPANY LP	4/30/2011	4/30/2016	0409	0226	18821	Dimmit	TX
T0619002-003	EPISCOPAL FOUNDATION OF TEXAS	ANADARKO E&P COMPANY LP	4/30/2011	4/30/2016	0409	0229	18822	Dimmit	TX
T0619002-004	SALVATION ARMY	ANADARKO E&P COMPANY LP	4/30/2011	4/30/2016	0409	0232	18823	Dimmit	TX
T0619018-004	JOHN QUIN BECKELHEIMER	ANADARKO E&P COMPANY LP	4/21/2011	4/21/2018	409	671	18879	Dimmit	TX
T0619018-003	CANDACE ALLEGRA CURRIE	ANADARKO E&P COMPANY LP	4/20/2011	4/20/2018	409	674	18880	Dimmit	TX
T0619018-002	TULLY R CURRIE	ANADARKO E&P COMPANY LP	4/21/2011	4/21/2018	409	677	18881	Dimmit	TX
T0619018-001	GENEVIEVE C GREEN	ANADARKO E&P COMPANY LP	4/21/2011	4/21/2018	409	680	18882	Dimmit	TX
T0619007-022	DAN METCALF	ANADARKO E&P COMPANY LP	3/16/2011	3/16/2016	0418	0148	19933	Dimmit	TX
T0619007-024	KATHY TERRY	ANADARKO E&P COMPANY LP	3/16/2011	3/16/2016	0418	0151	19934	Dimmit	TX
T0619007-023	BILL M VANCE	ANADARKO E&P COMPANY LP	3/15/2011	3/15/2016	0418	0154	19935	Dimmit	TX
T0619007-025	JUDY DETTEN TRUST	ANADARKO E&P COMPANY LP	9/22/2011	9/22/2016	422	387	20698	Dimmit	TX
T0619007-026	ANNA M WINK	ANADARKO E&P COMPANY LP	3/17/2011	3/17/2016	422	391	20699	Dimmit	TX
T0619007-027	SHARON DAUGHTERS	ANADARKO E&P COMPANY LP	7/26/2011	7/26/2016	425	695	21287	Dimmit	TX
T0619016-015	ALICE E WILSON A MINOR	ANADARKO E&P COMPANY LP	10/19/2011	10/19/2019	431	729	22230	Dimmit	TX
T0619016-014	CHERE MATLOCK	ANADARKO E&P COMPANY LP	10/19/2011	10/19/2018	431	737	22232	Dimmit	TX
T0619016-009	CHRISTOPHER D WILSON	ANADARKO E&P COMPANY LP	10/19/2011	10/19/2019	431	745	22234	Dimmit	TX
T0619016-012	CLARE A WILSON, A MINOR	ANADARKO E&P COMPANY LP	10/19/2011	10/19/2019	431	753	22236	Dimmit	TX
T0619016-005	ELIZABETH F ORTON	ANADARKO E&P COMPANY LP	10/19/2011	10/19/2019	431	761	22238	Dimmit	TX
T0619016-010	ELIZABETH TAZEWELL	ANADARKO E&P COMPANY LP	10/19/2011	10/19/2019	431	769	22240	Dimmit	TX
T0619016-011	MARK E WILSON	ANADARKO E&P COMPANY LP	10/19/2011	10/19/2019	431	777	22242	Dimmit	TX
T0619016-013	MARTIN W WILSON, A MINOR	ANADARKO E&P COMPANY LP	10/19/2011	10/19/2019	431	785	22244	Dimmit	TX

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T0619016-008	TYLER J WILSON	ANADARKO E&P COMPANY LP	10/19/2011	10/19/2019	431	793	22246	Dimmit	TX
T0619016-006	VICTORIA A WILSON A MINOR	ANADARKO E&P COMPANY LP	9/19/2011	9/19/2019	431	801	22248	Dimmit	TX
T0619016-007	VIRGINIA ORTON HUBBARD	ANADARKO E&P COMPANY LP	10/19/2011	10/19/2019	431	809	22250	Dimmit	TX
T0620006-004	WESLEY GATLIN JR	ANADARKO E&P COMPANY LP	12/8/2011	12/8/2017	432	475	22357	Dimmit	TX
T0620006-001	GREGORY FOWLER GATLIN	ANADARKO E&P COMPANY LP	12/8/2011	12/8/2017	432	480	22358	Dimmit	TX
T0620006-003	ANNE GATLIN BURKEL	ANADARKO E&P COMPANY LP	12/8/2011	12/8/2017	432	485	22359	Dimmit	TX
T0620006-002	SUSAN GATLIN KELLY	ANADARKO E&P COMPANY LP	12/8/2011	12/8/2017	432	490	22360	Dimmit	TX
T0620048	JOE S SHANNON	ANADARKO E&P COMPANY LP	6/25/2012	6/25/2018	453	535	25850	Dimmit	TX
T0620024	HARLOW ROYALTIES LTD	ANADARKO E&P COMPANY LP	10/4/2012	10/4/2018	457	45	26336	Dimmit	TX
T0616002-002	MOODY FOUNDATION ET AL	EDWARD G VAUGHAN	12/1/2005	11/30/2010	460	233	79160	Dimmit	TX
T0620029	ROBERT LARRY WHELESS	ANADARKO E&P ONSHORE LLC	5/14/2013	5/14/2019	476	292	29148	Dimmit	TX
T0620033-001	ANIMAL HUMANE SOCIETY OF HENNEPIN C	ANADARKO E&P ONSHORE LLC	4/30/2013	4/30/2016	476	298	29150	Dimmit	TX
T0620030	LEONARD L BALL ET UX	ANADARKO E&P ONSHORE LLC	3/12/2013	3/12/2019	487	772	30808	Dimmit	TX
T0620003-003	JAMES ARTHUR MONSEN DANIELS	ANADARKO E&P ONSHORE LLC	7/25/2013	7/25/2018	496	194	31625	Dimmit	TX
T0620003-002	ELIZABETH L SEMMENS	ANADARKO E&P ONSHORE LLC	7/25/2013	7/25/2018	496	197	31626	Dimmit	TX
T0620003-004	SUSAN DANIELS SCHMITZ	ANADARKO E&P ONSHORE LLC	7/25/2013	7/25/2018	500	6	32007	Dimmit	TX
T0620039-037	NINA MEEKS	ANADARKO E&P ONSHORE LLC	6/5/2014	6/5/2019	517	817	34486	Dimmit	TX
T0620039-018	BARBARA B JONES	ANADARKO E&P ONSHORE LLC	5/27/2014	5/27/2019	517	821	34487	Dimmit	TX
T0620039-036	TOM CLIFTON	ANADARKO E&P ONSHORE LLC	6/5/2014	6/5/2019	517	825	34488	Dimmit	TX
T0620039-010	EDWARD ROBERSON	ANADARKO E&P ONSHORE LLC	5/15/2014	5/15/2019	517	829	34489	Dimmit	TX
T0620039-022	PAMELA J HIRSCH	ANADARKO E&P ONSHORE LLC	5/27/2014	5/27/2019	517	833	34490	Dimmit	TX
T0620039-002	BETTE ROBY	ANADARKO E&P ONSHORE LLC	5/21/2014	5/21/2019	517	837	34491	Dimmit	TX
T0620039-012	ARTHUR BROWN	ANADARKO E&P ONSHORE LLC	5/19/2014	5/19/2019	518	1	34492	Dimmit	TX
T0620039-011	DOUGLAS B ROBERSON	ANADARKO E&P ONSHORE LLC	5/8/2014	5/8/2019	518	5	34493	Dimmit	TX

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T0620039-001	JOHN L ROBERTSON JR	ANADARKO E&P ONSHORE LLC	5/20/2014	5/20/2019	518	9	34494	Dimmit	TX
T0620039-045	DELIA A SMITH	ANADARKO E&P ONSHORE LLC	7/1/2014	7/1/2019	519	479	34715	Dimmit	TX
T0620039-030	MELISSA G SMITH	ANADARKO E&P ONSHORE LLC	6/23/2014	6/23/2019	519	483	34716	Dimmit	TX
T0620039-035	LINDA DIANNE SMITH	ANADARKO E&P ONSHORE LLC	6/18/2014	6/18/2019	519	487	34717	Dimmit	TX
T0620039-032	JAMES MARSHAL BRIDGES	ANADARKO E&P ONSHORE LLC	6/23/2014	6/23/2019	519	491	34718	Dimmit	TX
T0620039-019	SARA B INNMON	ANADARKO E&P ONSHORE LLC	6/12/2014	6/12/2019	519	495	34719	Dimmit	TX
T0620039-031	MONTY LLOYD BRIDGES	ANADARKO E&P ONSHORE LLC	6/23/2014	6/23/2019	519	499	34720	Dimmit	TX
T0620039-023	LARRY RICHARD JONES	ANADARKO E&P ONSHORE LLC	6/9/2014	6/9/2019	519	503	34721	Dimmit	TX
T0620039-046	GEORGE DWIGHT CLIFTON	ANADARKO E&P ONSHORE LLC	6/9/2014	6/9/2019	519	507	34722	Dimmit	TX
T0620039-028	CHRISTINE ANN FIRTH	ANADARKO E&P ONSHORE LLC	7/1/2014	7/1/2019	519	514	34724	Dimmit	TX
T0620039-003	LINDA ROBINSON-KELLY	ANADARKO E&P ONSHORE LLC	6/19/2014	6/19/2019	523	492	35222	Dimmit	TX
T0620039-025	CARLON ARTHUR CLEMENTS	ANADARKO E&P ONSHORE LLC	6/26/2014	6/26/2019	523	496	35223	Dimmit	TX
T0620039-008	RICHARD JOSEPH ROBERSON JR	ANADARKO E&P ONSHORE LLC	7/15/2014	7/15/2019	523	500	35224	Dimmit	TX
T0620039-004	JAMES M ROBINSON	ANADARKO E&P ONSHORE LLC	7/3/2014	7/3/2019	525	90	35423	Dimmit	TX
T0620039-014	RODGER OLSON	ANADARKO E&P ONSHORE LLC	7/21/2014	7/21/2019	525	356	35475	Dimmit	TX
T0620039-029	HEATHER TALCOTT	ANADARKO E&P ONSHORE LLC	7/3/2014	7/3/2019	525	360	35476	Dimmit	TX
T0620039-009	JAMES C CANTRELL JR	ANADARKO E&P ONSHORE LLC	8/6/2014	8/6/2019	525	364	35477	Dimmit	TX
T0620039-024	KEVIN LEE TUCKER	ANADARKO E&P ONSHORE LLC	7/21/2014	7/21/2019	525	368	35478	Dimmit	TX
T0620039-005	SYLVIA A HAWKINS	ANADARKO E&P ONSHORE LLC	6/16/2014	6/16/2019	527	28	35705	Dimmit	TX
T0620039-013	FLAKE DIANE BARBER	ANADARKO E&P ONSHORE LLC	8/4/2014	8/4/2019	527	32	35706	Dimmit	TX

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T0620039-006	CHRISTINE GLAVIN	ANADARKO E&P ONSHORE LLC	8/6/2014	8/6/2019	527	36	35707	Dimmit	TX
T0620039-021	KARI BRAUNE	ANADARKO E&P ONSHORE LLC	6/26/2014	6/26/2019	527	40	35708	Dimmit	TX
T0620039-043	SUE BISHOP	ANADARKO E&P ONSHORE LLC	10/20/2014	10/20/2019	530	728	36336	Dimmit	TX
T0620039-020	THOMAS W JONES	ANADARKO E&P ONSHORE LLC	10/28/2014	10/28/2019	530	731	36337	Dimmit	TX
T0620039-041	PEGGY NUETZMAN	ANADARKO E&P ONSHORE LLC	10/7/2014	10/7/2019	530	734	36338	Dimmit	TX
T0620039-040	WILLIAM GERALD GUTHRIE JR	ANADARKO E&P ONSHORE LLC	10/2/2014	10/2/2019	530	737	36339	Dimmit	TX
T0620039-027	ROBERT D CLEMENTS	ANADARKO E&P ONSHORE LLC	10/8/2014	10/8/2019	530	740	36340	Dimmit	TX
T0620039-026	REAVIS EDWARD CLEMENTS	ANADARKO E&P ONSHORE LLC	10/7/2014	10/7/2019	530	743	36341	Dimmit	TX
T0620039-042	LINDA MAGERS	ANADARKO E&P ONSHORE LLC	10/14/2014	10/14/2019	530	746	36342	Dimmit	TX
T0620039-007	WELDON L KNIGHT	ANADARKO E&P ONSHORE LLC	10/29/2014	10/29/2019	532	751	36646	Dimmit	TX
T0620039-039	TAMMIE PRACHYL	ANADARKO E&P ONSHORE LLC	11/6/2014	11/6/2019	534	307	36856	Dimmit	TX
T0620039-038	TERRY GRISSO	ANADARKO E&P ONSHORE LLC	12/4/2014	12/4/2019	534	310	36857	Dimmit	TX
T0620033-002	AMFAR THE FOUNDATION FOR AIDS RESEARCH	ANADARKO E&P ONSHORE LLC	11/12/2014	11/12/2017	534	313	36858	Dimmit	TX
T0620039-015	WESLEY E BANKSTON	ANADARKO E&P ONSHORE LLC	2/4/2015	2/4/2020	539	360	37658	Dimmit	TX
T0620039-016	CLARA FAY CUZZORT FAVREAU	ANADARKO E&P ONSHORE LLC	2/9/2015	2/9/2020	539	363	37659	Dimmit	TX
T0620039-044	RONNIE GUTHRIE	ANADARKO E&P ONSHORE LLC	2/23/2015	2/23/2020	539	366	37660	Dimmit	TX
T0620039-034	DENISE SUTTON	ANADARKO E&P ONSHORE LLC	10/7/2014	10/7/2019	542	217	38039	Dimmit	TX
T0620039-033	DELIA DAUGHERITY	ANADARKO E&P ONSHORE LLC	10/7/2014	10/7/2019	542	220	38040	Dimmit	TX
T0619007-028	DANNY WAYNE CHISUM, JR., ET AL	ANADARKO E&P ONSHORE LLC	2/5/2015	2/5/2018	542	279	38053	Dimmit	TX
T0619007-029	DANIEL JOSEPH BYRD F/K/A HERBERT ES	ANADARKO E&P ONSHORE LLC	7/9/2015	7/9/2018	551	752	39233	Dimmit	TX

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T0620039-017	SANDRA SVITEK	ANADARKO E&P ONSHORE LLC	11/6/2014	11/6/2019	556	592	39853	Dimmit	TX
T0554003-001	NELSON, THEODORE J., II	SN COTULLA ASSETS, LLC.	12/21/2015	12/21/2018	0562	0582	40744	Dimmit	TX
T0554009	BAY-MOR MINERALS, LTD	SN COTULLA ASSETS, LLC.	1/5/2016	1/5/2019	565	79	41057	Dimmit	TX
T0556032-021	HEINZMANN, BEVERLY J.	L & J EXPLORATION, LLC	5/2/2016	5/2/2022	0571	0121	41898	Dimmit	TX
T0556032-022	ALLEN, BARBARA L.	L & J EXPLORATION, LLC	5/2/2016	5/2/2022	0571	0123	41899	Dimmit	TX
T0556032-020	BURNS, JOHN R.	L & J EXPLORATION, LLC	5/2/2016	5/2/2022	0571	0125	41900	Dimmit	TX
T0556032-003	VOTAW, LARRY FRANKLIN, ET UX	SN COTULLA ASSETS, LLC	6/2/2016	6/2/2019	573	271	42160	Dimmit	TX
T0556032-002	VOTAW, LARRY FRANKLIN	SN COTULLA ASSETS, LLC	6/2/2016	6/2/2019	573	280	42162	Dimmit	TX
T0556032-005	HEMPHILL, HARRIET	SN COTULLA ASSETS, LLC	7/19/2016	7/19/2021	576	287	42507	Dimmit	TX
T0556032-006	HEMPHILL, ROBERT, JR.	SN COTULLA ASSETS, LLC	7/19/2016	7/19/2021	576	289	42508	Dimmit	TX
T0556032-007	L & HB PROPERTIES, LTD.	SN COTULLA ASSETS, LLC	7/27/2016	7/27/2021	576	491	42558	Dimmit	TX
T0556032-023	COHEN, BETTY JANE	EAGLE FORD MINERALS, LLC	1/26/2015	1/26/2020	577	116	42623	Dimmit	TX
T0556032-008	CANTRELL, W. KEITH	SN COTULLA ASSETS, LLC	8/15/2016	8/15/2019	577	162	42637	Dimmit	TX
T0556052-025	NICHOL, THERESA MARIE	SN COTULLA ASSETS, LLC	11/22/2016	11/22/2021	584	231	43588	Dimmit	TX
T0556052-024	GRAY, DEBORAH GARNETT	SN COTULLA ASSETS, LLC	11/21/2016	11/21/2021	584	519	43644	Dimmit	TX
T0556052-027	PFUFER, MARY DONNA	SN COTULLA ASSETS, LLC	12/12/2016	12/12/2021	584	834	43723	Dimmit	TX
T0556052-026	WINEGARDNER, MADONNA M.	SN COTULLA ASSETS, LLC	12/14/2016	12/14/2021	584	835	43724	Dimmit	TX
T0620039-047	CARDWELL, KIM	ANADARKO E&P ONSHORE LLC	12/8/2014	12/8/2019	586	457	43897	Dimmit	TX
T0556032-016	BLAIRBAX ENERGY, LLC	SN COTULLA ASSETS, LLC	11/17/2016	11/17/2019	586	540	43918	Dimmit	TX
T0556032-017	BAXSTO, LLC	SN COTULLA ASSETS, LLC	11/17/2016	11/17/2019	586	544	43919	Dimmit	TX
T0556032-018	BUFFY ENERGY, LLC	SN COTULLA ASSETS, LLC	11/17/2016	11/17/2019	586	548	43920	Dimmit	TX
T0556032-031	MARIO GARCIA AS RECEIVER	L & J EXPLORATION, L.L.C.	2/7/2017	2/7/2023	590	581	44268	Dimmit	TX
T0615001	HARRISON INTERESTS, LTD.	P RANCH WORKING INTEREST, LLC	5/12/2010	5/12/2015	2943	294	1072987	Dimmit	TX
T0474008-001	SHACKELFORD, WILLIAM C., ET AL	SN COTULLA ASSETS, LLC	10/7/2014	10/7/2017	169	925	0142076	Frio	TX
T0474010	BANRICH, INC.	SN COTULLA ASSETS, LLC	11/6/2014	11/6/2017	179	673	0143195	Frio	TX
T0474011-001	ROCKIN S FLP, LTD	SN COTULLA ASSETS, LLC	1/25/2016	1/25/2019	198	904	0145972	Frio	TX
T0474005	HAUSSER, ROBERT JR, ET AL	SEP HOLDINGS II LLC	6/7/2010	6/6/2013	314	128	0126770	Frio	TX
T0463006	SANDIES CREEK, LTD.	SEP HOLDINGS II LLC	8/25/2008	8/25/2013	989	129	237573	Gonzales	TX
T0463003	PILGRIM LAKE, LTD.	SEP HOLDINGS II LLC	8/25/2008	8/25/2013	989	143	237576	Gonzales	TX
T0463003-004	SIMPSON, LYNNE MARIE RASCHKE	THOMAS W SCHLEIER	9/20/2010	9/20/2015	1044	280	249249	Gonzales	TX
T0463003-003	MCCASKILL, DONNA JAN	THOMAS W SCHLEIER	9/20/2010	9/20/2015	1044	283	249250	Gonzales	TX
T0463003-002	HANDLER, SYLVIA ANN	THOMAS W SCHLEIER	9/20/2010	9/20/2015	1044	286	249251	Gonzales	TX

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T0463003-005	ROGER D. KRAUSE FAMILY PARTNERSHIP	MARATHON OIL EF LLC	5/21/2012	5/21/2017	1098	093	0260455	Gonzales	TX
T0463003-006	ESTATE OF WILLIAM A KRAUSE, DECEASED	MARATHON OIL EF LLC	6/19/2012	6/19/2017	1098	098	0260456	Gonzales	TX
T0463003-008	BRY, MARVIN	MARATHON OIL EF LLC	5/16/2012	5/16/2017	1098	103	0260457	Gonzales	TX
T0463003-009	RUTSTEIN, JUDY BRY	MARATHON OIL EF LLC	5/16/2012	5/16/2017	1098	108	0260458	Gonzales	TX
T0463003-007	WEINBERG, CAROLYN JUDITH ALPERT	MARATHON OIL EF LLC	5/24/2012	5/24/2017	1100	060	0261150	Gonzales	TX
T0626002	BRISCOE RANCH INC	EDWARD G VAUGHAN	3/6/2006	10/15/2017	2435	504	977956	Webb	TX
T0615004	STATE OF TEXAS MF-113861	SWEPI, LP	3/6/2012	3/6/2015	3235	782	1129402	Webb	TX
T0552003	HOLDSWORTH MINERALS, LP	EXCO OPERATING COMPANY, L.P.	5/31/2015	5/31/2018	373	578	91267	Zavala	TX
T0552004	HOLDSWORTH, JOHN B., ET AL	EXCO OPERATING COMPANY, LP	5/31/2015	5/31/2018	373	584	91268	Zavala	TX
T0462089-001	HARGIS VENTURES, LLC	SN COTULLA ASSETS, LLC	7/20/2015	7/20/2018	0376	0300	091601	Zavala	TX

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Debtors_SN_000000125

Exhibit A
Wells

WELL NAME	COUNTY	STATE	API
BANRICH 01H	FRIO	TEXAS	42-163-33949
BARNHART 33H	GONZALES	TEXAS	42-177-33620
BARNHART 34H	GONZALES	TEXAS	42-177-33621
BARNHART 35H	GONZALES	TEXAS	42-177-33619
BARNHART 36H	GONZALES	TEXAS	42-177-33618
BARNHART 48H	GONZALES	TEXAS	
BARNHART 49H	GONZALES	TEXAS	
BARNHART 63H	GONZALES	TEXAS	
BARNHART 64H	GONZALES	TEXAS	
BARNHART 65H	GONZALES	TEXAS	
BARNHART 66H	GONZALES	TEXAS	
BARNHART 67H	GONZALES	TEXAS	
BARNHART 68H	GONZALES	TEXAS	
BARNHART 69H	GONZALES	TEXAS	
BARNHART C 05H	GONZALES	TEXAS	
BARNHART C 06H	GONZALES	TEXAS	
BARNHART G 01H	GONZALES	TEXAS	42-177-33731
BARNHART G 02H	GONZALES	TEXAS	42-177-33732
BARNHART G 03H	GONZALES	TEXAS	42-177-33733
BARNHART G 04H	GONZALES	TEXAS	42-177-33734
BARNHART G 06H	GONZALES	TEXAS	42-177-33740
BARNHART G 07H	GONZALES	TEXAS	42-177-33741
BARNHART G 08H	GONZALES	TEXAS	
BRISCOE CARLA RANCH 13HA	DIMMIT	TEXAS	42-127-37628
BRISCOE CARLA RANCH UNIT A 01H	DIMMIT	TEXAS	42-127-36445
BRISCOE CARLA RANCH UNIT A 02H	DIMMIT	TEXAS	42-127-36446
BRISCOE CARLA RANCH UNIT A 03H	DIMMIT	TEXAS	42-127-36447
BRISCOE CARLA RANCH UNIT A 04H	DIMMIT	TEXAS	42-127-36450
BRISCOE CARLA RANCH UNIT A 05H	DIMMIT	TEXAS	42-127-36449
BRISCOE CARLA RANCH UNIT B 01H	DIMMIT	TEXAS	42-127-36464
BRISCOE CARLA RANCH UNIT B 02H	DIMMIT	TEXAS	42-127-36465
BRISCOE CARLA RANCH UNIT B 03H	DIMMIT	TEXAS	42-127-36466
BRISCOE CARLA RANCH UNIT B 04H	DIMMIT	TEXAS	42-127-36468
BRISCOE CARLA RANCH UNIT B 05H	DIMMIT	TEXAS	42-127-36467
BRISCOE CARLA RANCH UNIT B 06H	DIMMIT	TEXAS	42-127-36469
BRISCOE CARLA RANCH UNIT B 07H	DIMMIT	TEXAS	42-127-36470
BRISCOE CATARINA NORTH 104H	DIMMIT	TEXAS	42-127-36819
BRISCOE CATARINA NORTH 105H	DIMMIT	TEXAS	42-127-36820
BRISCOE CATARINA NORTH 106H	DIMMIT	TEXAS	42-127-36810
BRISCOE CATARINA NORTH 107H	DIMMIT	TEXAS	42-127-36809
BRISCOE CATARINA NORTH 108H	DIMMIT	TEXAS	42-127-36811
BRISCOE CATARINA NORTH 109H	DIMMIT	TEXAS	42-127-36812
BRISCOE CATARINA NORTH 113H	DIMMIT	TEXAS	42-127-36816
BRISCOE CATARINA NORTH 114H	DIMMIT	TEXAS	42-127-36817
BRISCOE CATARINA NORTH 115H	DIMMIT	TEXAS	42-127-36818
BRISCOE CATARINA NORTH 117H	DIMMIT	TEXAS	42-127-36822
BRISCOE CATARINA NORTH 120H	DIMMIT	TEXAS	42-127-36828
BRISCOE CATARINA NORTH 122H	DIMMIT	TEXAS	42-127-36829
BRISCOE CATARINA NORTH 124H	DIMMIT	TEXAS	42-127-36831
BRISCOE CATARINA NORTH 127H	DIMMIT	TEXAS	42-127-36834
BRISCOE CATARINA NORTH 131H	DIMMIT	TEXAS	42-127-36865
BRISCOE CATARINA SOUTH 22HS	DIMMIT	TEXAS	42-127-37486

Exhibit A
Wells

BRISCOE CATARINA SOUTH 22HT	DIMMIT	TEXAS	42-127-37487
BRISCOE CATARINA SOUTH 22HU	DIMMIT	TEXAS	42-127-37493
BRISCOE CATARINA SOUTH 22HV	DIMMIT	TEXAS	42-127-37494
BRISCOE CATARINA SOUTH 22HW	DIMMIT	TEXAS	42-127-37495
BRISCOE CATARINA SOUTH 22HX	DIMMIT	TEXAS	42-127-37496
BRISCOE CATARINA SOUTH 22HY	DIMMIT	TEXAS	42-127-37497
BRISCOE CATARINA SOUTH 22HZ	DIMMIT	TEXAS	42-127-37498
BRISCOE CATARINA SOUTH 23HR	DIMMIT	TEXAS	42-127-37515
BRISCOE CATARINA SOUTH 23HS	DIMMIT	TEXAS	42-127-37517
BRISCOE CATARINA SOUTH 23HT	DIMMIT	TEXAS	42-127-37518
BRISCOE CATARINA SOUTH 23HU	DIMMIT	TEXAS	42-127-37519
BRISCOE CATARINA SOUTH 23HV	DIMMIT	TEXAS	42-127-37520
BRISCOE CATARINA SOUTH 23HW	DIMMIT	TEXAS	42-127-37521
BRISCOE CATARINA SOUTH 23HX	DIMMIT	TEXAS	42-127-37522
BRISCOE CATARINA SOUTH 23HY	DIMMIT	TEXAS	42-127-37523
BRISCOE CATARINA SOUTH 23HZ	DIMMIT	TEXAS	42-127-37524
BRISCOE CATARINA WEST 01HV	DIMMIT	TEXAS	42-127-37672
BRISCOE CATARINA WEST 83H	DIMMIT	TEXAS	42-127-36874
BRISCOE CATARINA WEST 84H	DIMMIT	TEXAS	42-127-36875
BRISCOE CATARINA WEST 85H	DIMMIT	TEXAS	42-127-36876
BRISCOE CATARINA WEST 86H	DIMMIT	TEXAS	42-127-36877
BRISCOE CATARINA WEST 87H	DIMMIT	TEXAS	42-127-36878
BRISCOE CATARINA WEST 88H	DIMMIT	TEXAS	42-127-36879
BRISCOE CATARINA WEST 89H	DIMMIT	TEXAS	42-127-36880
BRISCOE CATARINA WEST 91H	DIMMIT	TEXAS	42-127-36882
BRISCOE CATARINA WEST 92H	DIMMIT	TEXAS	42-127-36883
BRISCOE CATARINA WEST 94H	DIMMIT	TEXAS	42-127-36886
BRISCOE CATARINA WEST 97H	DIMMIT	TEXAS	42-127-36888
BRISCOE CHUPADERA RANCH 03HA	WEBB	TEXAS	42-479-43761
BRISCOE CHUPADERA RANCH 03HB	WEBB	TEXAS	42-479-43762
BRISCOE CHUPADERA RANCH 03HC	WEBB	TEXAS	42-479-43763
BRISCOE CHUPADERA RANCH 03HD	WEBB	TEXAS	42-479-43764
BRISCOE COCHINA EAST RANCH 09DR	DIMMIT	TEXAS	42-127-37537
BRISCOE COCHINA EAST RANCH 09HE	DIMMIT	TEXAS	42-127-37536
BRISCOE COCHINA EAST RANCH 09HF	DIMMIT	TEXAS	42-127-37538
BRISCOE COCHINA EAST RANCH 09HX	DIMMIT	TEXAS	42-127-37539
BRISCOE COCHINA EAST RANCH 09HY	DIMMIT	TEXAS	42-127-37542
BRISCOE COCHINA EAST RANCH 09HZ	DIMMIT	TEXAS	42-127-37544
BRISCOE COCHINA EAST RANCH 133H	DIMMIT	TEXAS	42-283-34859
BRISCOE COCHINA EAST RANCH 136H	DIMMIT	TEXAS	42-283-34862
BRISCOE COCHINA EAST RANCH 137H	DIMMIT	TEXAS	42-283-34863
BRISCOE COCHINA EAST RANCH 138H	DIMMIT	TEXAS	42-283-34864
BRISCOE COCHINA EAST RANCH 139H	DIMMIT	TEXAS	42-283-34865
BRISCOE COCHINA EAST RANCH 144H	LASALLE	TEXAS	42-283-34870
BRISCOE COCHINA EAST RANCH 145HR	DIMMIT	TEXAS	42-283-35149
BRISCOE COCHINA EAST RANCH 147H	DIMMIT	TEXAS	42-283-34873
BRISCOE COCHINA EAST RANCH 57HB	DIMMIT	TEXAS	42-127-37616
BRISCOE COCHINA EAST RANCH 57HD	DIMMIT	TEXAS	42-127-37618
BRISCOE COCHINA WEST RANCH 06HV	DIMMIT	TEXAS	42-127-37470
BRISCOE COCHINA WEST RANCH 06HW	DIMMIT	TEXAS	42-127-37471
BRISCOE COCHINA WEST RANCH 06HX	DIMMIT	TEXAS	42-127-37472
BRISCOE COCHINA WEST RANCH 06HY	DIMMIT	TEXAS	42-127-37473
BRISCOE COCHINA WEST RANCH 06HZ	DIMMIT	TEXAS	42-127-37474
BRISCOE COCHINA WEST RANCH 08H	DIMMIT	TEXAS	42-127-34821

Exhibit A
Wells

BRISCOE COCHINA WEST RANCH 09H	DIMMIT	TEXAS	42-127-34826
BRISCOE COCHINA WEST RANCH 100H	DIMMIT	TEXAS	42-127-36330
BRISCOE COCHINA WEST RANCH 10H	DIMMIT	TEXAS	42-127-34822
BRISCOE COCHINA WEST RANCH 13H	DIMMIT	TEXAS	42-127-34823
BRISCOE COCHINA WEST RANCH 14H	DIMMIT	TEXAS	42-127-34825
BRISCOE COCHINA WEST RANCH 15H	DIMMIT	TEXAS	42-127-34824
BRISCOE COCHINA WEST RANCH 31H	DIMMIT	TEXAS	42-127-34882
BRISCOE COCHINA WEST RANCH 32H	DIMMIT	TEXAS	42-127-34883
BRISCOE COCHINA WEST RANCH 33H	DIMMIT	TEXAS	42-127-34889
BRISCOE COCHINA WEST RANCH 34H	DIMMIT	TEXAS	42-127-34884
BRISCOE COCHINA WEST RANCH 35H	DIMMIT	TEXAS	42-127-34885
BRISCOE COCHINA WEST RANCH 36H	DIMMIT	TEXAS	42-127-35038
BRISCOE COCHINA WEST RANCH 37H	DIMMIT	TEXAS	42-127-35039
BRISCOE COCHINA WEST RANCH 38H	DIMMIT	TEXAS	42-127-35041
BRISCOE COCHINA WEST RANCH 45H	DIMMIT	TEXAS	42-127-35042
BRISCOE COCHINA WEST RANCH 46H	DIMMIT	TEXAS	42-127-35492
BRISCOE COCHINA WEST RANCH 78H	DIMMIT	TEXAS	42-127-36250
BRISCOE COCHINA WEST RANCH 79H	DIMMIT	TEXAS	42-127-36253
BRISCOE COCHINA WEST RANCH 80H	DIMMIT	TEXAS	42-127-36254
BRISCOE COCHINA WEST RANCH 81H	DIMMIT	TEXAS	42-127-36255
BRISCOE COCHINA WEST RANCH 82H	DIMMIT	TEXAS	42-127-36256
BRISCOE COCHINA WEST RANCH 83H	DIMMIT	TEXAS	42-127-36257
BRISCOE COCHINA WEST RANCH 84H	DIMMIT	TEXAS	42-127-36258
BRISCOE COCHINA WEST RANCH 85H	DIMMIT	TEXAS	42-127-36259
BRISCOE COCHINA WEST RANCH 86H	DIMMIT	TEXAS	42-127-36260
BRISCOE COCHINA WEST RANCH 87H	DIMMIT	TEXAS	42-127-36261
BRISCOE COCHINA WEST RANCH 96H	DIMMIT	TEXAS	42-127-36326
BRISCOE COCHINA WEST RANCH 97H	DIMMIT	TEXAS	42-127-36327
BRISCOE COCHINA WEST RANCH 98H	DIMMIT	TEXAS	42-127-36328
BRISCOE COCHINA WEST RANCH 99H	DIMMIT	TEXAS	42-127-36329
BRISCOE METCALF UNIT 01HU	DIMMIT	TEXAS	42-127-37610
BRISCOE METCALF UNIT 01HW	DIMMIT	TEXAS	42-127-37613
BRISCOE METCALF UNIT 01HY	DIMMIT	TEXAS	42-127-37599
BRISCOE METCALF UNIT 02HW	DIMMIT	TEXAS	42-127-37603
BRISCOE METCALF UNIT 02HY	DIMMIT	TEXAS	42-127-37607
CARLA SOUTH SPUR UNIT A 01H	DIMMIT	TEXAS	42-127-36476
CARLA SOUTH SPUR UNIT A 02H	DIMMIT	TEXAS	42-127-36480
CARLA SOUTH SPUR UNIT A 03H	DIMMIT	TEXAS	42-127-36481
DIAMOND H STATE UNIT A 01HT	DIMMIT	TEXAS	42-127-37621
DIAMOND H STATE UNIT A 01HV	DIMMIT	TEXAS	42-127-37562
DIAMOND H STATE UNIT A 01HW	DIMMIT	TEXAS	42-127-37563
DIAMOND H STATE UNIT A 01HY	DIMMIT	TEXAS	42-127-37565
DIAMOND H STATE UNIT A 01HZ	DIMMIT	TEXAS	42-127-37566
DIAMOND H STATE UNIT B 05H	DIMMIT	TEXAS	42-127-37081
DIAMOND H STATE UNIT B 07H	DIMMIT	TEXAS	42-127-37083
HARGIS 01H	ZAVALA	TEXAS	42-507-33263
HARGIS 02H	ZAVALA	TEXAS	42-507-33264
HAUSSER 01H	FRIO	TEXAS	42-163-33710
HAUSSER 02H	FRIO	TEXAS	42-163-33841
HAUSSER 03H	FRIO	TEXAS	42-163-33848
HAUSSER A 01H	FRIO	TEXAS	42-163-33987
HAUSSER A 02H	FRIO	TEXAS	42-163-33988
HAUSSER B 01H	FRIO	TEXAS	42-163-33993
HAUSSER B 03H	FRIO	TEXAS	42-163-33994

Exhibit A
Wells

HAUSSER B 04H	FRIO	TEXAS	42-163-33995
HAUSSER C 01H	FRIO	TEXAS	42-163-33989
HAUSSER C 02H	FRIO	TEXAS	42-163-33990
HAUSSER C 03H	FRIO	TEXAS	42-163-33991
HAUSSER C 04H	FRIO	TEXAS	42-163-33992
HAUSSER D 01H	FRIO	TEXAS	42-163-33944
HAUSSER D 02H	FRIO	TEXAS	42-163-33945
HAUSSER D 03H	FRIO	TEXAS	42-163-33946
HAUSSER D 04H	FRIO	TEXAS	42-163-33947
HAUSSER E 01H	FRIO	TEXAS	42-163-34034
HAUSSER E 02H	FRIO	TEXAS	42-163-34035
HAUSSER F 01H	FRIO	TEXAS	42-163-34047
HAUSSER F 02H	FRIO	TEXAS	42-163-34048
HAUSSER F 03H	FRIO	TEXAS	42-163-34049
HAUSSER F 04H	FRIO	TEXAS	42-163-34050
HAUSSER G 03H	FRIO	TEXAS	42-163-34051
HAUSSER G 04H	FRIO	TEXAS	42-163-34052
HAUSSER H 01H	FRIO	TEXAS	42-163-34044
HAUSSER H 02H	FRIO	TEXAS	42-163-34045
HAUSSER H 03H	FRIO	TEXAS	42-163-34053
HAUSSER H 04H	FRIO	TEXAS	42-163-34046
HAUSSER I 01H	FRIO	TEXAS	42-163-34054
HAUSSER I 02H	FRIO	TEXAS	42-163-34055
HAUSSER I 03H	FRIO	TEXAS	42-163-34056
HAUSSER I 04H	FRIO	TEXAS	42-163-34057
HAUSSER J 01H	FRIO	TEXAS	42-163-34036
HAUSSER J 02H	FRIO	TEXAS	42-163-34037
HAUSSER J 03H	FRIO	TEXAS	42-163-34041
HAUSSER J 04H	FRIO	TEXAS	42-163-34038
HAUSSER K 01H	FRIO	TEXAS	42-163-34027
HAUSSER K 02H	FRIO	TEXAS	42-163-34028
HAUSSER K 03H	FRIO	TEXAS	42-163-34022
HAUSSER K 04H	FRIO	TEXAS	42-163-34023
HAUSSER L 01H	FRIO	TEXAS	42-163-34024
HAUSSER L 02H	FRIO	TEXAS	42-163-34025
HAUSSER L 03H	FRIO	TEXAS	42-163-34026
HOLDSWORTH UNIT A 01HW	ZAVALA	TEXAS	42-507-33271
HOLDSWORTH UNIT A 01HX	ZAVALA	TEXAS	42-507-33272
HOLDSWORTH UNIT A 01HY	ZAVALA	TEXAS	42-507-33273
HOLDSWORTH UNIT B 01HZ	ZAVALA	TEXAS	42-507-33274
JOHN HOLDSWORTH UNIT ZAV 01H-B	ZAVALA	TEXAS	42-507-33252
LARS UNIT 02H	GONZALES	TEXAS	42-177-33769
LARS UNIT 04H	GONZALES	TEXAS	42-177-33771
LARS UNIT 05H	GONZALES	TEXAS	42-177-33770
NC PUD 02 (PILONCILLO A 7HJ)	DIMMIT	TEXAS	4212736564
NC PUD 03	DIMMIT	TEXAS	#N/A
NC PUD 04	DIMMIT	TEXAS	#N/A
NC PUD 05 (PILONCILLO A 7HF)	DIMMIT	TEXAS	4212736563
NC PUD 06	DIMMIT	TEXAS	#N/A
NC PUD 07	DIMMIT	TEXAS	#N/A
NC PUD 08	DIMMIT	TEXAS	#N/A
NC PUD 09	DIMMIT	TEXAS	#N/A
NC PUD 10	DIMMIT	TEXAS	#N/A
NC PUD 11	DIMMIT	TEXAS	#N/A

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NC PUD 12	DIMMIT	TEXAS	#N/A
NC PUD 13	DIMMIT	TEXAS	#N/A
NC PUD 14	DIMMIT	TEXAS	#N/A
NC PUD 15	DIMMIT	TEXAS	#N/A
NC PUD 16	DIMMIT	TEXAS	#N/A
NC PUD 17	DIMMIT	TEXAS	#N/A
NC PUD 18	DIMMIT	TEXAS	#N/A
NC PUD 19	DIMMIT	TEXAS	#N/A
NC PUD 20	DIMMIT	TEXAS	#N/A
NC PUD 21	DIMMIT	TEXAS	#N/A
NC PUD 22	DIMMIT	TEXAS	#N/A
NELSON A 01H	DIMMIT	TEXAS	42-127-37270
NELSON A 02H	DIMMIT	TEXAS	42-127-37269
NORTH_EAST	DIMMIT	TEXAS	#N/A
NORTH_EAST	DIMMIT	TEXAS	#N/A
NORTH_EAST	DIMMIT	TEXAS	#N/A
NORTH_EAST	DIMMIT	TEXAS	#N/A
NORTH_EAST	DIMMIT	TEXAS	#N/A
NORTH_EAST	DIMMIT	TEXAS	#N/A
NORTH_EAST	DIMMIT	TEXAS	#N/A
NORTH_EAST	DIMMIT	TEXAS	#N/A
NORTH_EAST	DIMMIT	TEXAS	#N/A
NORTH_EAST	DIMMIT	TEXAS	#N/A
NORTH_EAST	DIMMIT	TEXAS	#N/A
NORTH_EAST	DIMMIT	TEXAS	#N/A
NORTH_EAST	DIMMIT	TEXAS	#N/A
NW INFILL 04	DIMMIT	TEXAS	#N/A
PILONCILLO A 01HX	DIMMIT	TEXAS	42-127-37058
PILONCILLO A 01HY	DIMMIT	TEXAS	42-127-37059
PILONCILLO A 01HZ	DIMMIT	TEXAS	42-127-37060
PILONCILLO A 02H	DIMMIT	TEXAS	42-127-33766
PILONCILLO A 02HX	DIMMIT	TEXAS	
PILONCILLO A 02HY	DIMMIT	TEXAS	42-127-37055
PILONCILLO A 02HZ	DIMMIT	TEXAS	42-127-37056
PILONCILLO A 07HA	DIMMIT	TEXAS	42-127-34297
PILONCILLO A 07HG	DIMMIT	TEXAS	42-127-36540
PILONCILLO A 07HH	DIMMIT	TEXAS	42-127-36541
PILONCILLO A 07HI	DIMMIT	TEXAS	42-127-36542
PILONCILLO A 07HY	DIMMIT	TEXAS	42-127-36793
PILONCILLO A 07HZ	DIMMIT	TEXAS	42-127-36794
PILONCILLO A 08HE	DIMMIT	TEXAS	42-127-36994
PILONCILLO A 08HF	DIMMIT	TEXAS	42-127-36995
PILONCILLO A 08HG	DIMMIT	TEXAS	42-127-37000
PILONCILLO A 08HL	DIMMIT	TEXAS	42-127-34306
PILONCILLO A 09HX	DIMMIT	TEXAS	42-127-34514
PILONCILLO A 09HY	DIMMIT	TEXAS	42-127-34504
PILONCILLO A 09HZ	DIMMIT	TEXAS	42-127-34505
PILONCILLO A 10HD	DIMMIT	TEXAS	42-127-34681
PILONCILLO A 10HE	DIMMIT	TEXAS	42-127-36927
PILONCILLO A 10HF	DIMMIT	TEXAS	42-127-36928
PILONCILLO A 12HD	DIMMIT	TEXAS	42-127-37078
PILONCILLO A 12HE	DIMMIT	TEXAS	42-127-37079
PILONCILLO A 12HU	DIMMIT	TEXAS	42-127-37086
PILONCILLO A 12HV	DIMMIT	TEXAS	42-127-37087
PILONCILLO A 12HW	DIMMIT	TEXAS	42-127-37088

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PILONCILLO A 14HA	DIMMIT	TEXAS	42-127-35089
PILONCILLO A 14HB	DIMMIT	TEXAS	42-127-35073
PILONCILLO A 14HD	DIMMIT	TEXAS	42-127-35082
PILONCILLO A 14HE	DIMMIT	TEXAS	42-127-35085
PILONCILLO A 16HU	DIMMIT	TEXAS	42-127-36929
PILONCILLO A 16HV	DIMMIT	TEXAS	42-127-36930
PILONCILLO A 16HX	DIMMIT	TEXAS	42-127-36932
PILONCILLO A 16HY	DIMMIT	TEXAS	42-127-36933
PILONCILLO A 16HZ	DIMMIT	TEXAS	42-127-36934
PILONCILLO A 17HU	DIMMIT	TEXAS	
PILONCILLO A 17HW	DIMMIT	TEXAS	
PILONCILLO A 17HX	DIMMIT	TEXAS	
PILONCILLO A 18HU	DIMMIT	TEXAS	42-127-37274
PILONCILLO A 18HV	DIMMIT	TEXAS	42-127-37275
PILONCILLO A 18HW	DIMMIT	TEXAS	42-127-37276
PILONCILLO A 18HX	DIMMIT	TEXAS	42-127-37278
PILONCILLO A 18HY	DIMMIT	TEXAS	42-127-37279
PILONCILLO A 18HZ	DIMMIT	TEXAS	42-127-37280
PILONCILLO A 20HT	DIMMIT	TEXAS	
PILONCILLO A 20HU	DIMMIT	TEXAS	
PILONCILLO A 20HW	DIMMIT	TEXAS	
PILONCILLO A 20HX	DIMMIT	TEXAS	
PILONCILLO A 20HZ	DIMMIT	TEXAS	
PILONCILLO A 21HA	DIMMIT	TEXAS	
PILONCILLO A 21HC	DIMMIT	TEXAS	
PILONCILLO A 21HD	DIMMIT	TEXAS	
PILONCILLO A 21HF	DIMMIT	TEXAS	
PILONCILLO A 21HG	DIMMIT	TEXAS	
PILONCILLO A 21HI	DIMMIT	TEXAS	
PILONCILLO A 21HR	DIMMIT	TEXAS	
PILONCILLO A 21HT	DIMMIT	TEXAS	
PILONCILLO A 21HU	DIMMIT	TEXAS	
PILONCILLO A 21HW	DIMMIT	TEXAS	
PILONCILLO A 21HX	DIMMIT	TEXAS	
PILONCILLO A 21HZ	DIMMIT	TEXAS	
PILONCILLO A 22HA	DIMMIT	TEXAS	
PILONCILLO A 22HC	DIMMIT	TEXAS	
PILONCILLO A 22HD	DIMMIT	TEXAS	
PILONCILLO A 22HF	DIMMIT	TEXAS	
PILONCILLO A 22HG	DIMMIT	TEXAS	
PILONCILLO A 22HI	DIMMIT	TEXAS	
PILONCILLO A 22HR	DIMMIT	TEXAS	
PILONCILLO A 22HT	DIMMIT	TEXAS	
PILONCILLO A 22HU	DIMMIT	TEXAS	
PILONCILLO A 22HW	DIMMIT	TEXAS	
PILONCILLO A 22HX	DIMMIT	TEXAS	
PILONCILLO A 22HZ	DIMMIT	TEXAS	
PILONCILLO A 23HA	DIMMIT	TEXAS	42-127-36939
PILONCILLO A 23HB	DIMMIT	TEXAS	42-127-36940
PILONCILLO A 23HD	DIMMIT	TEXAS	42-127-37334
PILONCILLO A 23HE	DIMMIT	TEXAS	42-127-37335
PILONCILLO A 23HF	DIMMIT	TEXAS	42-127-37336
PILONCILLO A 23HG	DIMMIT	TEXAS	42-127-37337
PILONCILLO A 23HH	DIMMIT	TEXAS	42-127-37338

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Wells

PILONCILLO A 23HX	DIMMIT	TEXAS	42-127-36941
PILONCILLO A 24HY	DIMMIT	TEXAS	42-127-35467
PILONCILLO A 24HZ	DIMMIT	TEXAS	42-127-35469
PILONCILLO A 25HA	DIMMIT	TEXAS	42-127-37756
PILONCILLO A 25HB	DIMMIT	TEXAS	42-127-37757
PILONCILLO A 25HC	DIMMIT	TEXAS	42-127-37758
PILONCILLO A 25HD	DIMMIT	TEXAS	42-127-37759
PILONCILLO A 25HE	DIMMIT	TEXAS	42-127-3760
PILONCILLO A 25HF	DIMMIT	TEXAS	
PILONCILLO A 25HU	DIMMIT	TEXAS	
PILONCILLO A 25HV	DIMMIT	TEXAS	
PILONCILLO A 25HW	DIMMIT	TEXAS	
PILONCILLO A 25HX	DIMMIT	TEXAS	42-127-37263
PILONCILLO A 25HY	DIMMIT	TEXAS	42-127-37264
PILONCILLO A 25HZ	DIMMIT	TEXAS	42-127-37265
PILONCILLO A 26HA	DIMMIT	TEXAS	
PILONCILLO A 26HB	DIMMIT	TEXAS	
PILONCILLO A 26HC	DIMMIT	TEXAS	
PILONCILLO A 26HD	DIMMIT	TEXAS	
PILONCILLO A 26HE	DIMMIT	TEXAS	
PILONCILLO A 26HF	DIMMIT	TEXAS	
PILONCILLO A 26HU	DIMMIT	TEXAS	
PILONCILLO A 26HV	DIMMIT	TEXAS	
PILONCILLO A 26HW	DIMMIT	TEXAS	
PILONCILLO A 26HX	DIMMIT	TEXAS	
PILONCILLO A 26HY	DIMMIT	TEXAS	
PILONCILLO A 26HZ	DIMMIT	TEXAS	
PILONCILLO A 27HA	DIMMIT	TEXAS	
PILONCILLO A 27HB	DIMMIT	TEXAS	
PILONCILLO A 27HC	DIMMIT	TEXAS	
PILONCILLO A 27HD	DIMMIT	TEXAS	
PILONCILLO A 27HE	DIMMIT	TEXAS	
PILONCILLO A 27HF	DIMMIT	TEXAS	
PILONCILLO A 27HU	DIMMIT	TEXAS	
PILONCILLO A 27HV	DIMMIT	TEXAS	
PILONCILLO A 27HW	DIMMIT	TEXAS	
PILONCILLO A 27HX	DIMMIT	TEXAS	
PILONCILLO A 27HY	DIMMIT	TEXAS	
PILONCILLO A 27HZ	DIMMIT	TEXAS	
PILONCILLO A 28HA	DIMMIT	TEXAS	42-127-37339
PILONCILLO A 28HB	DIMMIT	TEXAS	42-127-37340
PILONCILLO A 28HC	DIMMIT	TEXAS	42-127-37341
PILONCILLO A 28HE	DIMMIT	TEXAS	42-127-37343
PILONCILLO A 28HV	DIMMIT	TEXAS	
PILONCILLO A 28HW	DIMMIT	TEXAS	
PILONCILLO A 28HX	DIMMIT	TEXAS	
PILONCILLO A 28HY	DIMMIT	TEXAS	
PILONCILLO A 28HZ	DIMMIT	TEXAS	
PILONCILLO A 29HT	DIMMIT	TEXAS	
PILONCILLO A 29HU	DIMMIT	TEXAS	
PILONCILLO A 29HV	DIMMIT	TEXAS	
PILONCILLO A 29HW	DIMMIT	TEXAS	
PILONCILLO A 29HX	DIMMIT	TEXAS	
PILONCILLO A 29HY	DIMMIT	TEXAS	

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PILONCILLO A 29HZ	DIMMIT	TEXAS	
PILONCILLO A 30HB	DIMMIT	TEXAS	
PILONCILLO A 30HC	DIMMIT	TEXAS	
PILONCILLO A 30HD	DIMMIT	TEXAS	
PILONCILLO A 30HE	DIMMIT	TEXAS	
PILONCILLO A 30HF	DIMMIT	TEXAS	
PILONCILLO A 31HA	DIMMIT	TEXAS	42-127-37282
PILONCILLO A 31HB	DIMMIT	TEXAS	42-127-37283
PILONCILLO A 31HC	DIMMIT	TEXAS	42-127-37284
PILONCILLO A 31HD	DIMMIT	TEXAS	42-127-37285
PILONCILLO A 31HE	DIMMIT	TEXAS	42-127-37286
PILONCILLO A 33HV	DIMMIT	TEXAS	
PILONCILLO A 33HW	DIMMIT	TEXAS	
PILONCILLO A 33HY	DIMMIT	TEXAS	
PILONCILLO A 33HZ	DIMMIT	TEXAS	
PILONCILLO A 34HT	DIMMIT	TEXAS	
PILONCILLO A 34HU	DIMMIT	TEXAS	
PILONCILLO A 34HV	DIMMIT	TEXAS	
PILONCILLO A 34HW	DIMMIT	TEXAS	
PILONCILLO A 34HX	DIMMIT	TEXAS	
PILONCILLO A 34HY	DIMMIT	TEXAS	
PILONCILLO A 34HZ	DIMMIT	TEXAS	
PILONCILLO A 35HU	DIMMIT	TEXAS	
PILONCILLO A 35HV	DIMMIT	TEXAS	
PILONCILLO A 35HW	DIMMIT	TEXAS	
PILONCILLO A 35HX	DIMMIT	TEXAS	
PILONCILLO A 35HY	DIMMIT	TEXAS	
PILONCILLO A 35HZ	DIMMIT	TEXAS	
PILONCILLO A 36HU	DIMMIT	TEXAS	
PILONCILLO A 36HV	DIMMIT	TEXAS	
PILONCILLO A 36HW	DIMMIT	TEXAS	
PILONCILLO A 36HX	DIMMIT	TEXAS	
PILONCILLO A 36HY	DIMMIT	TEXAS	
PILONCILLO A 36HZ	DIMMIT	TEXAS	
PILONCILLO A 37HU	DIMMIT	TEXAS	
PILONCILLO A 37HV	DIMMIT	TEXAS	
PILONCILLO A 37HW	DIMMIT	TEXAS	
PILONCILLO A 37HX	DIMMIT	TEXAS	
PILONCILLO A 37HY	DIMMIT	TEXAS	
PILONCILLO A 37HZ	DIMMIT	TEXAS	
PILONCILLO A 38HU	DIMMIT	TEXAS	
PILONCILLO A 38HV	DIMMIT	TEXAS	
PILONCILLO A 38HW	DIMMIT	TEXAS	
PILONCILLO A 38HX	DIMMIT	TEXAS	
PILONCILLO A 38HY	DIMMIT	TEXAS	
PILONCILLO A 38HZ	DIMMIT	TEXAS	
PILONCILLO A 39HU	DIMMIT	TEXAS	
PILONCILLO A 39HV	DIMMIT	TEXAS	
PILONCILLO A 39HW	DIMMIT	TEXAS	
PILONCILLO A 39HX	DIMMIT	TEXAS	
PILONCILLO A 39HY	DIMMIT	TEXAS	
PILONCILLO A 39HZ	DIMMIT	TEXAS	
PILONCILLO A 40HU	DIMMIT	TEXAS	
PILONCILLO A 40HV	DIMMIT	TEXAS	

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PILONCILLO A 40HW	DIMMIT	TEXAS	
PILONCILLO A 40HX	DIMMIT	TEXAS	
PILONCILLO A 40HY	DIMMIT	TEXAS	
PILONCILLO A 40HZ	DIMMIT	TEXAS	
PILONCILLO A 41HV	DIMMIT	TEXAS	
PILONCILLO A 41HW	DIMMIT	TEXAS	42-127-37554
PILONCILLO A 41HX	DIMMIT	TEXAS	42-127-37555
PILONCILLO A 41HY	DIMMIT	TEXAS	42-127-37556
PILONCILLO A 41HZ	DIMMIT	TEXAS	42-127-37557
PILONCILLO B 01HB	DIMMIT	TEXAS	42-127-37317
PILONCILLO B 01HC	DIMMIT	TEXAS	42-127-37318
PILONCILLO B 01HY	DIMMIT	TEXAS	42-127-37319
PILONCILLO B 01HZ	DIMMIT	TEXAS	42-127-37320
PILONCILLO B 03HA	DIMMIT	TEXAS	42-127-37736
PILONCILLO B 03HC	DIMMIT	TEXAS	42-127-37738
PILONCILLO B 04HA	DIMMIT	TEXAS	42-127-37729
PILONCILLO B 04HB	DIMMIT	TEXAS	42-127-37730
PILONCILLO B 04HC	DIMMIT	TEXAS	42-127-37731
PILONCILLO B 06HZ	DIMMIT	TEXAS	42-127-37683
PILONCILLO B 07HX	DIMMIT	TEXAS	42-127-37684
PILONCILLO B 07HY	DIMMIT	TEXAS	42-127-37685
PILONCILLO B 07HZ	DIMMIT	TEXAS	42-127-37686
PILONCILLO B 10HA	DIMMIT	TEXAS	
PILONCILLO B 10HB	DIMMIT	TEXAS	
PILONCILLO B 10HC	DIMMIT	TEXAS	
PILONCILLO B 10HD	DIMMIT	TEXAS	
PILONCILLO B 10HE	DIMMIT	TEXAS	
PILONCILLO B 10HF	DIMMIT	TEXAS	
PILONCILLO B 11HA	DIMMIT	TEXAS	
PILONCILLO B 11HB	DIMMIT	TEXAS	
PILONCILLO B 11HC	DIMMIT	TEXAS	
PILONCILLO B 11HD	DIMMIT	TEXAS	
PILONCILLO B 11HE	DIMMIT	TEXAS	
PILONCILLO B 11HF	DIMMIT	TEXAS	
PILONCILLO B 14HB	DIMMIT	TEXAS	
PILONCILLO B 14HC	DIMMIT	TEXAS	
PILONCILLO C 01VH	DIMMIT	TEXAS	42-127-34360
PILONCILLO C 03HL	DIMMIT	TEXAS	42-127-35121
PILONCILLO C 04HY	DIMMIT	TEXAS	42-127-36509
PILONCILLO C 04HZ	DIMMIT	TEXAS	42-127-36511
PILONCILLO C 05HD	DIMMIT	TEXAS	42-127-36630
PILONCILLO C 05HE	DIMMIT	TEXAS	42-127-36565
PILONCILLO D 03HB	WEBB	TEXAS	42-479-43287
PILONCILLO D 03HC	WEBB	TEXAS	42-479-43288
PILONCILLO D 05HB	WEBB	TEXAS	42-479-41282
PILONCILLO D 05HY	WEBB	TEXAS	42-479-41286
PILONCILLO D 05HZ	WEBB	TEXAS	42-479-41285
PILONCILLO D 06HA	WEBB	TEXAS	42-479-41251
PILONCILLO D 07HA	WEBB	TEXAS	42-479-41351
PILONCILLO D 08HB	WEBB	TEXAS	42-479-41343
PILONCILLO D 08HD	WEBB	TEXAS	42-479-43285
PILONCILLO D 08HE	WEBB	TEXAS	42-479-43289
PILONCILLO D 08HF	WEBB	TEXAS	42-479-43290
PILONCILLO D 08HL	WEBB	TEXAS	42-479-41346

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PILONCILLO D 08HY	WEBB	TEXAS	42-479-43291
PILONCILLO D 08HZ	WEBB	TEXAS	42-479-43292
PILONCILLO D 09HE	WEBB	TEXAS	42-479-43056
PILONCILLO D 09HF	WEBB	TEXAS	42-479-43057
PILONCILLO D 09HG	WEBB	TEXAS	42-479-43058
PILONCILLO D 09HH	WEBB	TEXAS	42-479-43059
PILONCILLO D 10HB	WEBB	TEXAS	42-479-41453
PILONCILLO D 10HL	WEBB	TEXAS	42-479-41461
PILONCILLO D 12HA	WEBB	TEXAS	42-479-41618
PILONCILLO D 12HB	WEBB	TEXAS	42-479-41613
PILONCILLO D 13HD	WEBB	TEXAS	42-479-43314
PILONCILLO D 13HE	WEBB	TEXAS	42-479-43315
PILONCILLO D 15HA	WEBB	TEXAS	42-479-41698
PILONCILLO D 16HA	WEBB	TEXAS	42-479-41732
PILONCILLO D 16HC	WEBB	TEXAS	42-479-43203
PILONCILLO D 16HE	WEBB	TEXAS	42-479-43355
PILONCILLO D 16HY	WEBB	TEXAS	42-479-43205
PILONCILLO D 16HZ	WEBB	TEXAS	42-479-43206
PILONCILLO D 17HA	WEBB	TEXAS	42-479-41812
PILONCILLO D 17HB	WEBB	TEXAS	42-479-41814
PILONCILLO D 17HC	WEBB	TEXAS	42-479-41813
PILONCILLO D 17HD	WEBB	TEXAS	42-479-41815
PILONCILLO D 17HE	WEBB	TEXAS	42-479-41817
PILONCILLO D 17HF	WEBB	TEXAS	42-479-41818
PILONCILLO D 17HW	WEBB	TEXAS	42-479-42136
PILONCILLO D 17HX	WEBB	TEXAS	42-479-42137
PILONCILLO D 17HY	WEBB	TEXAS	42-479-42132
PILONCILLO D 17HZ	WEBB	TEXAS	42-479-42138
PILONCILLO D 18HA	WEBB	TEXAS	42-479-42033
PILONCILLO D 18HE	WEBB	TEXAS	42-479-42030
PILONCILLO D 18HF	WEBB	TEXAS	42-479-42032
PILONCILLO D 18HG	WEBB	TEXAS	42-479-42961
PILONCILLO D 18HH	WEBB	TEXAS	42-479-42962
PILONCILLO D 18HI	WEBB	TEXAS	42-479-42965
PILONCILLO D 18HJ	WEBB	TEXAS	42-479-42963
PILONCILLO D 18HK	WEBB	TEXAS	42-479-42966
PILONCILLO D 19HA	WEBB	TEXAS	42-479-42098
PILONCILLO D 19HB	WEBB	TEXAS	42-479-42100
PILONCILLO D 19HD	WEBB	TEXAS	42-479-42102
PILONCILLO D 19HE	WEBB	TEXAS	42-479-42103
PILONCILLO D 19HG	WEBB	TEXAS	42-479-43104
PILONCILLO D 19HH	WEBB	TEXAS	42-479-43106
PILONCILLO D 19HI	WEBB	TEXAS	42-479-43107
PILONCILLO D 19HZ	WEBB	TEXAS	42-479-43175
PILONCILLO D 20HA	WEBB	TEXAS	42-479-42207
PILONCILLO D 20HB	WEBB	TEXAS	42-479-42208
PILONCILLO D 20HD	WEBB	TEXAS	42-479-42210
PILONCILLO D 20HE	WEBB	TEXAS	42-479-42211
PILONCILLO D 20HV	WEBB	TEXAS	42-479-42212
PILONCILLO D 20HW	WEBB	TEXAS	42-479-42213
PILONCILLO D 20HX	WEBB	TEXAS	42-479-42206
PILONCILLO D 20HY	WEBB	TEXAS	42-479-42214
PILONCILLO D 20HZ	WEBB	TEXAS	42-479-42215
PILONCILLO D 21HA	WEBB	TEXAS	42-479-41678

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Wells

PILONCILLO D 21HC	WEBB	TEXAS	42-479-41680
PILONCILLO D 21HD	WEBB	TEXAS	42-479-41681
PILONCILLO D 22HA	WEBB	TEXAS	42-479-42226
PILONCILLO D 22HB	WEBB	TEXAS	42-479-42234
PILONCILLO D 22HD	WEBB	TEXAS	42-479-42228
PILONCILLO D 22HE	WEBB	TEXAS	42-479-42229
PILONCILLO D 22HF	WEBB	TEXAS	42-479-42230
PILONCILLO D 22HX	WEBB	TEXAS	42-479-42231
PILONCILLO D 22HY	WEBB	TEXAS	42-479-42232
PILONCILLO D 22HZ	WEBB	TEXAS	42-479-42233
PILONCILLO D 23HD	WEBB	TEXAS	42-479-41786
PILONCILLO D 23HE	WEBB	TEXAS	42-479-41787
PILONCILLO D 25HA	WEBB	TEXAS	42-479-42387
PILONCILLO D 25HB	WEBB	TEXAS	42-479-42399
PILONCILLO D 25HC	WEBB	TEXAS	42-479-42397
PILONCILLO D 25HD	WEBB	TEXAS	42-479-42388
PILONCILLO D 25HE	WEBB	TEXAS	42-479-42398
PILONCILLO D 25HF	WEBB	TEXAS	42-479-42389
PILONCILLO D 26HC	WEBB	TEXAS	42-479-42289
PILONCILLO D 26HN	WEBB	TEXAS	42-479-42979
PILONCILLO D 26HP	WEBB	TEXAS	42-479-42980
PILONCILLO D 26HT	WEBB	TEXAS	42-479-42303
PILONCILLO D 26HU	WEBB	TEXAS	42-479-42309
PILONCILLO D 26HV	WEBB	TEXAS	42-479-42304
PILONCILLO D 26HW	WEBB	TEXAS	42-479-42305
PILONCILLO D 26HX	WEBB	TEXAS	42-479-42306
PILONCILLO D 26HY	WEBB	TEXAS	42-479-42307
PILONCILLO D 26HZ	WEBB	TEXAS	42-479-42308
PILONCILLO D 33HC	WEBB	TEXAS	
PILONCILLO D 33HD	WEBB	TEXAS	
PILONCILLO D 33HE	WEBB	TEXAS	
PILONCILLO D 33HF	WEBB	TEXAS	
PILONCILLO D 33HH	WEBB	TEXAS	
PILONCILLO D 34HA	WEBB	TEXAS	
PILONCILLO D 34HB	WEBB	TEXAS	
PILONCILLO D 34HC	WEBB	TEXAS	
PILONCILLO D 34HD	WEBB	TEXAS	
PILONCILLO D 34HE	WEBB	TEXAS	
PILONCILLO E 02HB	WEBB	TEXAS	42-479-43558
PILONCILLO E 02HC	WEBB	TEXAS	42-479-43559
PILONCILLO E 02HD	WEBB	TEXAS	42-479-43560
PILONCILLO E 02HE	WEBB	TEXAS	42-479-43561
PILONCILLO E 06HB	WEBB	TEXAS	42-479-41735
PILONCILLO E 06HD	WEBB	TEXAS	42-479-41737
PILONCILLO E 06HE	WEBB	TEXAS	42-479-41738
PILONCILLO E 06HF	WEBB	TEXAS	42-479-43201
PILONCILLO E 06HG	WEBB	TEXAS	42-479-43202
PILONCILLO E 07HA	WEBB	TEXAS	42-479-43241
PILONCILLO E 07HB	WEBB	TEXAS	42-479-43242
PILONCILLO E 07HC	WEBB	TEXAS	42-479-43441
PILONCILLO E 07HD	WEBB	TEXAS	42-479-43440
PILONCILLO E 14HA	WEBB	TEXAS	42-479-43648
PILONCILLO E 14HB	WEBB	TEXAS	42-479-43649
PILONCILLO E 14HC	WEBB	TEXAS	42-479-43650

Exhibit A
Wells

PILONCILLO E 14HD	WEBB	TEXAS	42-479-43651
PILONCILLO E 14HF	WEBB	TEXAS	42-479-43653
PILONCILLO E 14HG	WEBB	TEXAS	42-479-43654
PILONCILLO E 15HA	WEBB	TEXAS	42-479-43322
PILONCILLO E 15HB	WEBB	TEXAS	42-479-43323
PILONCILLO E 15HC	WEBB	TEXAS	42-479-43324
PILONCILLO E 15HT	WEBB	TEXAS	42-479-43325
PILONCILLO E 15HU	WEBB	TEXAS	42-479-43326
PILONCILLO E 15HV	WEBB	TEXAS	42-479-42170
PILONCILLO E 20HA	WEBB	TEXAS	42-479-43656
PILONCILLO E 20HB	WEBB	TEXAS	42-479-43657
PILONCILLO E 20HC	WEBB	TEXAS	42-479-43658
PILONCILLO E 20HD	WEBB	TEXAS	42-479-43659
PILONCILLO E 20HE	WEBB	TEXAS	42-479-43660
PILONCILLO E 20HF	WEBB	TEXAS	42-479-43661
PILONCILLO E 20HG	WEBB	TEXAS	42-479-43662
PILONCILLO E 21HA	WEBB	TEXAS	42-479-43452
PILONCILLO E 21HB	WEBB	TEXAS	42-479-43453
PILONCILLO E 21HC	WEBB	TEXAS	42-479-43454
PILONCILLO E 21HD	WEBB	TEXAS	42-479-43455
PILONCILLO E 21HE	WEBB	TEXAS	42-479-43456
PILONCILLO E 22HB	WEBB	TEXAS	42-479-43445
PILONCILLO E 22HC	WEBB	TEXAS	42-479-43446
PILONCILLO E 22HD	WEBB	TEXAS	42-479-43447
PILONCILLO E 27HX	WEBB	TEXAS	
PILONCILLO E 27HY	WEBB	TEXAS	
PILONCILLO E 27HZ	WEBB	TEXAS	
PILONCILLO E 28HC	WEBB	TEXAS	42-479-00000
PILONCILLO E 28HD	WEBB	TEXAS	42-479-00000
PILONCILLO E 28HE	WEBB	TEXAS	42-479-00000
PILONCILLO E 28HW	WEBB	TEXAS	
PILONCILLO E 28HX	WEBB	TEXAS	
PILONCILLO E 28HY	WEBB	TEXAS	
PILONCILLO E 28HZ	WEBB	TEXAS	
PILONCILLO E 29HA	WEBB	TEXAS	42-479-00000
PILONCILLO E 29HB	WEBB	TEXAS	42-479-00000
PILONCILLO E 29HC	WEBB	TEXAS	42-479-00000
PILONCILLO E 29HD	WEBB	TEXAS	42-479-00000
PILONCILLO E 29HE	WEBB	TEXAS	42-479-00000
PILONCILLO E 29HV	WEBB	TEXAS	
PILONCILLO E 29HW	WEBB	TEXAS	
PILONCILLO E 29HX	WEBB	TEXAS	
PILONCILLO E 29HY	WEBB	TEXAS	
PILONCILLO E 29HZ	WEBB	TEXAS	
PILONCILLO E 30HA	WEBB	TEXAS	42-479-00000
PILONCILLO E 30HB	WEBB	TEXAS	42-479-00000
PILONCILLO E 30HC	WEBB	TEXAS	42-479-00000
PILONCILLO E 30HD	WEBB	TEXAS	42-479-00000
PILONCILLO E 30HE	WEBB	TEXAS	42-479-00000
PILONCILLO E 30HV	WEBB	TEXAS	
PILONCILLO E 30HW	WEBB	TEXAS	
PILONCILLO E 30HX	WEBB	TEXAS	
PILONCILLO E 30HY	WEBB	TEXAS	
PILONCILLO E 31HA	WEBB	TEXAS	42-479-00000

Exhibit A
Wells

PILONCILLO E 31HB	WEBB	TEXAS	42-479-00000
PILONCILLO E 31HC	WEBB	TEXAS	42-479-00000
PILONCILLO E 31HD	WEBB	TEXAS	42-479-00000
PILONCILLO E 31HE	WEBB	TEXAS	42-479-00000
PILONCILLO E 31HV	WEBB	TEXAS	
PILONCILLO E 31HW	WEBB	TEXAS	
PILONCILLO E 31HX	WEBB	TEXAS	
PILONCILLO E 31HY	WEBB	TEXAS	42-479-43855
PILONCILLO E 31HZ	WEBB	TEXAS	42-479-43856
PILONCILLO E 32HA	WEBB	TEXAS	42-479-43744
PILONCILLO E 32HB	WEBB	TEXAS	42-479-43745
PILONCILLO E 32HC	WEBB	TEXAS	42-479-43746
PILONCILLO E 32HD	WEBB	TEXAS	42-479-43747
PILONCILLO E 32HE	WEBB	TEXAS	42-479-43751
PILONCILLO E 32HF	WEBB	TEXAS	42-479-00000
PILONCILLO E 32HV	WEBB	TEXAS	
PILONCILLO E 32HW	WEBB	TEXAS	
PILONCILLO E 32HX	WEBB	TEXAS	
PILONCILLO E 32HY	WEBB	TEXAS	
PILONCILLO E 32HZ	WEBB	TEXAS	
PILONCILLO E 33HA	WEBB	TEXAS	42-479-43493
PILONCILLO E 33HB	WEBB	TEXAS	42-479-43500
PILONCILLO E 33HW	WEBB	TEXAS	
PILONCILLO E 33HX	WEBB	TEXAS	
PILONCILLO E 33HY	WEBB	TEXAS	42-479-43501
PILONCILLO E 33HZ	WEBB	TEXAS	42-479-43502
PILONCILLO E 34HV	WEBB	TEXAS	42-479-43569
PILONCILLO E 34HW	WEBB	TEXAS	42-479-43571
PILONCILLO E 34HX	WEBB	TEXAS	42-479-43570
PILONCILLO E 34HY	WEBB	TEXAS	42-479-43576
PILONCILLO E 34HZ	WEBB	TEXAS	42-479-43577
PILONCILLO E 35HV	WEBB	TEXAS	42-479-43563
PILONCILLO E 35HW	WEBB	TEXAS	42-479-43564
PILONCILLO E 35HX	WEBB	TEXAS	42-479-43565
PILONCILLO E 35HY	WEBB	TEXAS	42-479-43566
PILONCILLO E 35HZ	WEBB	TEXAS	42-479-43567
PILONCILLO E 36HW	WEBB	TEXAS	42-479-43572
PILONCILLO E 36HX	WEBB	TEXAS	42-479-43573
PILONCILLO E 36HY	WEBB	TEXAS	42-479-43574
PILONCILLO E 36HZ	WEBB	TEXAS	42-479-43575
PILONCILLO E 39HA	WEBB	TEXAS	
PILONCILLO E 39HC	WEBB	TEXAS	
PILONCILLO E 39HE	WEBB	TEXAS	
PILONCILLO E 39HF	WEBB	TEXAS	
PILONCILLO E 44HA	DIMMIT	TEXAS	42-127-37418
PILONCILLO E 44HB	DIMMIT	TEXAS	42-127-37419
PILONCILLO E 44HC	DIMMIT	TEXAS	42-127-37499
PILONCILLO E 44HX	DIMMIT	TEXAS	42-127-37501
PILONCILLO F 01HZ	DIMMIT	TEXAS	42-127-36513
PILONCILLO F 05HA	WEBB	TEXAS	42-479-43473
PILONCILLO F 05HB	WEBB	TEXAS	42-479-43474
PILONCILLO F 05HY	WEBB	TEXAS	42-479-43475
PILONCILLO F 05HZ	WEBB	TEXAS	42-479-43476
ROGERS DENTONIO 31 UNIT 01HA	DIMMIT	TEXAS	42-127-37529

Exhibit A
Wells

ROGERS DENTONIO 31 UNIT 01HB	DIMMIT	TEXAS	42-127-37530
ROGERS DENTONIO 31 UNIT 01HC	DIMMIT	TEXAS	42-127-37531
ROGERS DENTONIO 31 UNIT 01HD	DIMMIT	TEXAS	42-127-37533
ROGERS DENTONIO 31 UNIT 07H	DIMMIT	TEXAS	42-127-37041
ROGERS DENTONIO 31 UNIT 08H	DIMMIT	TEXAS	42-127-37042
ROGERS DENTONIO 31 UNIT 09H	DIMMIT	TEXAS	42-127-37043
ROGERS DENTONIO 31 UNIT 10H	DIMMIT	TEXAS	42-127-37044
ROGERS DENTONIO 31 UNIT 11H	DIMMIT	TEXAS	42-127-37045
SHACKELFORD 01H	FRIO	TEXAS	42-163-33950
SOUTH SPUR RANCH 03H	DIMMIT	TEXAS	42-127-36374
SOUTH SPUR RANCH 04H	DIMMIT	TEXAS	42-127-36375
SOUTH SPUR UNIT B 01H	DIMMIT	TEXAS	42-127-36676
SOUTH SPUR UNIT B 02H	DIMMIT	TEXAS	42-127-36677
SOUTH SPUR UNIT B 03H	DIMMIT	TEXAS	42-127-36678
SOUTH SPUR UNIT B 04H	DIMMIT	TEXAS	42-127-36679
SOUTH SPUR UNIT B 05H	DIMMIT	TEXAS	42-127-36680
SOUTH SPUR UNIT B 06H	DIMMIT	TEXAS	42-127-36681
SOUTH SPUR UNIT B 07H	DIMMIT	TEXAS	42-127-36682
STUMBERG RANCH 56H	DIMMIT	TEXAS	42-127-37221
VALYN CLARA A 01H	FRIO	TEXAS	42-163-34015
VALYN CLARA A 02H	FRIO	TEXAS	42-163-34016
VALYN CLARA A 03H	FRIO	TEXAS	42-163-34017
VALYN CLARA B 01H	FRIO	TEXAS	42-163-34006
VALYN CLARA B 02H	FRIO	TEXAS	42-163-34007
VALYN CLARA B 03H	FRIO	TEXAS	42-163-34008
VOTAW UNIT 02H	DIMMIT	TEXAS	42-127-37326
VOTAW UNIT 03H	DIMMIT	TEXAS	42-127-37355

Exhibit B

Existing Mortgage

1. Mortgage, Deed of Trust, Security Agreement, Financing Statement and Assignment of Product, dated as of June 30, 2014, from SN Catarina LLC to Charles R. Salmon, as trustee for the benefit of Royal Bank of Canada, as recorded on July 7, 2014, in Volume 0518, Page 0103, as Instrument #34516, in Dimmit County, Texas, as amended by that certain Partial Release, dated effective as of October 14, 2015, as recorded on October 23, 2015, in Volume 556, Page 332, as Instrument #39805, in Dimmit County, Texas, as amended by that certain First Amendment and Supplement to Mortgage, Deed of Trust, Security Agreement, Financing Statement and Assignment of Production, dated as of January 16, 2018, from SN Catarina, LLC, to Charles R. Salmon, as trustee for the benefit of Royal Bank of Canada, as administrative agent and collateral agent, as recorded on February 5, 2018, in Volume 611, Page 645, as Instrument #46892, in Dimmit County, Texas and that certain Master Reaffirmation and Assignment and Assumption of Liens and Security Interests, dated as of February 14, 2018, by and among Sanchez Energy Corporation, a Delaware corporation, the Grantor, the other grantors party thereto, Royal Bank of Canada, as administrative agent and as collateral agent, Delaware Trust Company, as trustee, the Collateral Trustee and the other parties party thereto, as recorded on March 23, 2018, in Volume 0613, Page 0601, as Instrument # 47198, in Dimmit County, Texas.

2. Mortgage, Deed of Trust, Security Agreement, Financing Statement and Assignment of Product, dated as of June 30, 2014, from SN Catarina LLC to Charles R. Salmon, as trustee for the benefit of Royal Bank of Canada, as recorded on July 1, 2014, in Volume 800, Page 55, as Document #00112744, in La Salle County, Texas, as amended by that certain First Amendment and Supplement to Mortgage, Deed of Trust, Security Agreement, Financing Statement and Assignment of Production, dated as of January 16, 2018, from SN Catarina, LLC, to Charles R. Salmon, as trustee for the benefit of Royal Bank of Canada, as administrative agent and collateral agent, as recorded on February 9, 2018, in Volume 984, Page 374, as Instrument #00127478, in La Salle County, Texas and that certain Master Reaffirmation and Assignment and Assumption of Liens and Security Interests, dated as of February 14, 2018, by and among Sanchez Energy Corporation, a Delaware corporation, the Grantor, the other grantors party thereto, Royal Bank of Canada, as administrative agent and as collateral agent, Delaware Trust Company, as trustee, the Collateral Trustee and the other parties party thereto, as recorded on March 16, 2018, in Volume 988, Page 134, as Instrument # 00127705 in La Salle County, Texas.

3. Mortgage, Deed of Trust, Security Agreement, Financing Statement and Assignment of Product, dated as of June 30, 2014, from SN Catarina LLC to Charles R. Salmon, as trustee for the benefit of Royal Bank of Canada, as recorded on July 8, 2014, in Volume 3642, Page 438, as Document #1206055, in Webb County, Texas, as amended by that certain Partial Release, dated effective as of October 14, 2015, as recorded on October 20, 2015, in Volume 3870, Page 503, as Document #1247399, in Webb County, Texas,

as amended by that certain First Amendment and Supplement to Mortgage, Deed of Trust, Security Agreement, Financing Statement and Assignment of Production, dated as of January 16, 2018, from SN Catarina, LLC, to Charles R. Salmon, as trustee for the benefit of Royal Bank of Canada, as administrative agent and collateral agent, as recorded on January 29, 2018, in Volume 4361, Page 499, as Instrument #1319076, in Webb County, Texas and that certain Master Reaffirmation and Assignment and Assumption of Liens and Security Interests, dated as of February 14, 2018, by and among Sanchez Energy Corporation, a Delaware corporation, the Grantor, the other grantors party thereto, Royal Bank of Canada, as administrative agent and as collateral agent, Delaware Trust Company, as trustee, the Collateral Trustee and the other parties party thereto, as recorded on March 14, 2018, in Volume 4385, Page 69, as Instrument # 1323334, in Webb County, Texas.

STATE OF TEXAS
COUNTY OF WEBB
I HEREBY CERTIFY THAT THIS INSTRUMENT WAS FILED ON THE DATE AND AT THE TIME STAMPED HEREON BY ME AND WAS DULY RECORDED IN THE VOLUME AND PAGE OF THE OFFICIAL PUBLIC RECORDS OF WEBB COUNTY TEXAS AS STAMPED HEREON BY ME

Margie Ramirez Ibarra

COUNTY CLERK
WEBB COUNTY, TEXAS

EXHIBIT 2

INST NO.47367
FILED FOR RECORD
DIMMIT COUNTY, TEXAS
Apr 24, 2018 at 04:37:00 PM

STATE OF TEXAS

COUNTIES OF DIMMIT, LA SALLE, MAVERICK, WEBB, AND ZAVALA

AMENDED AND RESTATED MORTGAGE, DEED OF TRUST,
SECURITY AGREEMENT, FINANCING STATEMENT
AND ASSIGNMENT OF PRODUCTION
FROM
SN EF MAVERICK, LLC
TO
CHARLES R. SALMON, TRUSTEE
FOR THE BENEFIT OF ROYAL BANK OF CANADA, AS COLLATERAL TRUSTEE,
AS MORTGAGEE,

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TO BE EFFECTIVE APRIL 13, 2018 (THE "EFFECTIVE DATE")

THIS INSTRUMENT IS, AMONG OTHER THINGS, A FINANCING STATEMENT UNDER THE UNIFORM COMMERCIAL CODE COVERING MINERALS AND THE LIKE (INCLUDING OIL AND GAS), ACCOUNTS RESULTING FROM THE SALE OF MINERALS AND THE LIKE (INCLUDING OIL AND GAS), AS-EXTRACTED COLLATERAL, AND GOODS WHICH ARE, OR ARE TO BECOME, FIXTURES ON THE REAL PROPERTY HEREIN DESCRIBED. THE OIL AND GAS INTERESTS OR ACCOUNTS, INCLUDING AS-EXTRACTED COLLATERAL, INCLUDED IN THE MORTGAGED PROPERTY WILL BE FINANCED AT THE WELLHEADS LOCATED ON THE REAL PROPERTY DESCRIBED IN EXHIBIT A ATTACHED HERETO. THIS INSTRUMENT IS TO BE RECORDED IN THE REAL ESTATE RECORDS OF THE COUNTY RECORDER OF EACH COUNTY IN EACH STATE IN WHICH IS SITUATED ANY OF THE COLLATERAL COVERED HEREBY. THE REAL PROPERTY SUBJECT HERETO IS DESCRIBED IN EXHIBIT A ATTACHED HERETO.

THIS INSTRUMENT CONTAINS AFTER ACQUIRED PROPERTY PROVISIONS.

GRANTOR OWNS A RECORD INTEREST IN THE MORTGAGED PROPERTY.

A POWER OF SALE HAS BEEN GRANTED IN THIS MORTGAGE. A POWER OF SALE MAY ALLOW THE MORTGAGEE TO TAKE THE MORTGAGED PROPERTY AND SELL IT WITHOUT GOING TO COURT IN A FORECLOSURE ACTION UPON DEFAULT BY THE GRANTOR UNDER THIS MORTGAGE.

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.

RECORDED COUNTERPARTS SHOULD BE RETURNED TO:

Latham & Watkins LLP
811 Main Street, Suite 3700
Houston, Texas 77002
ATTN: Dee Alaniz

STATE OF TEXAS

COUNTIES OF DIMMIT, LA SALLE, MAVERICK, WEBB, AND ZAVALA

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AMENDED AND RESTATED MORTGAGE, DEED OF TRUST, SECURITY AGREEMENT, FINANCING STATEMENT AND ASSIGNMENT OF PRODUCTION

This Amended and Restated Mortgage, Deed of Trust, Security Agreement, Financing Statement and Assignment of Production (this "Mortgage") is executed to be effective as of the Effective Date and is from SN EF Maverick, LLC, a Delaware limited liability company ("Grantor"), whose address is 1000 Main Street, Suite 3000, Houston, Texas 77002, unto Charles R. Salmon, Trustee ("Trustee"), for the benefit of the Mortgagee (defined below), whose address is 2800 Post Oak Blvd., Suite 3900, Houston, Texas, 77056, and is for the benefit of Royal Bank of Canada, as collateral trustee (the "Collateral Trustee") under that certain Collateral Trust Agreement (as defined below) on behalf of all present and future Priority Lien Secured Parties (as defined in the Collateral Trust Agreement) (in such capacity, the "Mortgagee").

WHEREAS, Grantor entered into that certain Mortgage, Deed of Trust, Security Agreement, Financing Statement and Assignment of Production (as amended, amended and restated, supplemented or otherwise modified from time to time prior to the Effective Date, the "Existing Mortgage") more particularly described on Exhibit B attached hereto;

WHEREAS, pursuant to that certain Master Reaffirmation and Assignment and Assumption of Liens and Security Interests, dated as of February 14, 2018, by and among Sanchez Energy Corporation, a Delaware corporation (the "Borrower"), the Grantor, the other grantors party thereto, Royal Bank of Canada, as administrative agent and as collateral agent (the "Credit Agreement Agent"), Delaware Trust Company, as trustee (the "Indenture Trustee"), the Collateral Trustee and the other parties party thereto, the Credit Agreement Agent assigned to the Collateral Trustee all of the liens, including the Existing Mortgage, securing the obligations under that certain Third Amended and Restated Credit Agreement, dated as of February 14,

2018, by and among the Borrower, the lenders party thereto from time to time, and the Credit Agreement Agent, as may be amended, amended and restated, supplemented or otherwise modified from time to time (the "Credit Agreement");

WHEREAS, the Collateral Trustee has agreed to act as collateral trustee on behalf of all present and future Priority Lien Secured Parties (as defined in the Collateral Trust Agreement and as used herein, the "Secured Parties") with respect to the Mortgaged Property (as hereinafter defined) under that certain Collateral Trust Agreement, dated as of February 14, 2018, by and among the Borrower, the Grantor, the other grantors party thereto, the Indenture Trustee, the Collateral Trustee, the Credit Agreement Agent and each other secured party representative party thereto from time to time, as amended, amended and restated, supplemented or otherwise modified from time to time (the "Collateral Trust Agreement"; unless otherwise defined herein, all terms with their initial letter capitalized shall have the meaning given such terms in the Collateral Trust Agreement either directly or by reference to another agreement); and

WHEREAS, the Grantor and the Collateral Trustee desire to amend and restate the terms, conditions and provisions of the Existing Mortgage in their entirety, as set forth in this Mortgage.

NOW, THEREFORE, the parties hereto hereby agree that (i) the liens of the Existing Mortgage are hereby consolidated so that together they shall hereinafter constitute in law but one first mortgage and a single lien, securing the Obligations (as defined below); (ii) solely to the extent not included on Exhibit A attached hereto, any property described in the Existing Mortgages is hereby released, and the Collateral Trustee hereby releases any such property, from the security interest created under the Existing Mortgage and shall not be subject to the security interest created hereby; and (iii) all the terms, conditions, and provisions of the Existing Mortgage (including Exhibit A attached thereto), as so consolidated, are hereby amended and restated in their entirety to read as hereinafter set forth:

NOW, THEREFORE, Grantor, for and in consideration of the sum of $1,000.00 and other good and valuable consideration, in hand paid by Mortgagee, the receipt and adequacy of which are hereby acknowledged and confessed by Grantor, and for and in consideration of the debt and purposes hereinafter set forth, to secure the full and complete payment and performance of the Obligations and to secure the performance of the covenants, obligations, agreements and undertakings of Grantor hereinafter described, has MORTGAGED, GRANTED, BARGAINED, SOLD, PLEDGED, ASSIGNED, CONVEYED, TRANSFERRED and SET OVER and by these presents does hereby MORTGAGE, GRANT, BARGAIN, SELL, PLEDGE, ASSIGN, CONVEY, TRANSFER and SET OVER unto Trustee and Trustee's substitutes or successors, and his and their assigns, for the benefit of the Mortgagee, all of Grantor's right, title and interest in and to the following items of real and personal property and interests, whether now owned or hereafter acquired by Grantor under applicable Law (as defined below) or in equity (collectively, the "Mortgaged Property"), the inclusion of certain specific types and items of property and interests in one or more of the following paragraphs is not intended in any way to limit the effect of the more general descriptions:

A. All those certain oil, gas and mineral leases and the estates created thereby, royalty interests, overriding royalty interests, production payments, net profits interests, fee interests, carried interests, reversionary interests and all other rights, titles, interests or estates

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Debtors_SN_000000480

described on Exhibit A attached hereto and made a part hereof, whether such rights, titles, interests or estates are completely and accurately described therein or not (all of which rights, titles, interests and estates described in this Paragraph A are hereinafter, together with the rights, title, interests and estates described in the following Paragraph B, collectively referred to as the "Subject Interests"). The terms "oil, gas and mineral leases" and "leases", as used in this instrument and in Exhibit A, each includes, in addition to oil, gas and mineral leases, oil and gas leases, oil, gas and sulphur leases, other mineral leases, co-lessor's agreements and extensions, amendments, ratifications and subleases of all or any of the foregoing, all as may be appropriate.

B. All present and future rights, titles, interests and estates in and to present and future drilling, spacing, proration or production units, as created by the terms of any unitization, communitization and pooling agreements, and all properties, property rights and estates created thereby which include, belong or appertain to the Subject Interests, including, without limitation, all such units formed voluntarily or under or pursuant to any Law (as defined below) relating to any of the Subject Interests (all of which rights, titles, interests and estates described in this Paragraph B are hereinafter included within the term "Subject Interests"). As used herein, the term "Law" or "Laws" means all applicable statutes, laws, ordinances, regulations, orders, writs, injunctions, or decrees of any state, commonwealth, nation, territory, possession, county, township, parish, municipality, or Tribunal, and the term "Tribunal" means any court or governmental department, commission, board, bureau, agency, or instrumentality of the United States or of any state, commonwealth, nation, territory, possession, county, parish, or municipality, whether now or hereafter constituted or existing.

C. All present and future oil, gas, casinghead gas, condensate, drip gasoline, natural gasoline, distillate, all other liquid or gaseous hydrocarbons produced or to be produced in conjunction with the Subject Interests, all products, by-products and all other substances derived therefrom or the processing thereof; and all other similar minerals now or hereafter accruing to, attributable to, or produced from, the Subject Interests or to which Grantor now or hereafter may be entitled as a result of, or by virtue of, Grantor's ownership of the Subject Interests (collectively, "Hydrocarbons").

D. All present and future sulphur, lignite, coal, uranium, thorium, iron, geothermal steam, water, carbon dioxide, helium and all other minerals, ores or substances of value (whether similar to the foregoing or not) attributable to, or produced from, the Subject Interests, and the products and proceeds therefrom, including, without limitation, all gas resulting from the in-situ combustion of coal or lignite now or hereafter accruing to, attributable to or produced from the Subject Interests or to which Grantor now or hereafter may be entitled as a result of or by virtue of Grantor's ownership of the Subject Interests (collectively, "Other Minerals").

E. All present and future oil and gas wells, disposal and injection wells, rigs, platforms, improvements, fixtures, machinery, pipe and other equipment, inventory and articles of personal property, now owned or hereafter acquired by Grantor found in, on, or under any of the Subject Interests, including, without limitation, connection apparatus and flow lines from wells to tanks, wells, pipelines, gathering lines, trunk lines, lateral lines, flow lines, compressor, dehydration and pumping equipment, pumping plants, gas plants, processing plants, pumps, dehydration units, separators, heater treaters, valves, gauges, meters, derricks, rig substructures, buildings, tanks, reservoirs, tubing, rods, liquid extractors, engines, boilers, tools, appliances,

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cables, wires, tubular goods, machinery, supplies and any and all other equipment, inventory and articles of personal property of any kind or character whatsoever appurtenant to, or used or held for use in connection with, the production of Hydrocarbons or Other Minerals from the Subject Interests, or now or hereafter located on any of the lands (the "Lands") encumbered by any of the Subject Interests, or used on or about the Lands in connection with the operations thereon, together with all present and future improvements or products of; accessions, attachments and other additions to, tools, parts and equipment used in connection with, and substitutes and replacements for, all or any part of the foregoing (all of the types or items of property and interests described in this Paragraph E are hereinafter collectively referred to as the "Personal Property and Fixtures").

F. All present and future rights, titles, interests and estates now owned or hereafter acquired by Grantor (including, without limitation, all rights to receive payments) under or by virtue of all easements, permits, licenses, rights-of-way, surface leases, franchises, servitudes, division orders, transfer orders and other agreements relating or pertaining to purchasing, exchanging, exploring for, developing, operating, treating, processing, storing, marketing or transporting Hydrocarbons now or hereafter found in, on or under, or produced from, any of the Subject Interests, or under or by virtue of any contract relating in any way to all or any part of the Mortgaged Property otherwise described herein, including, without limitation, farmout contracts, farmin contracts, operating or joint operating agreements, trade letter agreements and all agreements creating rights-of-way for ingress and egress to and from the Subject Interests (all of such rights, titles, interests and estates referred to or described in this Paragraph F are hereinafter collectively referred to as the "Subject Contracts").

G. All present and future accounts (including, but not limited to, all open accounts receivable and accounts receivable arising under or pursuant to any joint operating agreements, division orders or other agreements, documents or instruments relating to any of the Subject Interests), general intangibles, chattel paper, documents, instruments, cash and noncash proceeds, in each case, accruing or attributable to the Subject Interests or to which Grantor now or hereafter may be entitled as a result of or by virtue of Grantor's ownership of the Subject Interests, together with all other rights arising from or by virtue of, or from the voluntary or involuntary sale or other disposition of, or collections with respect to, or insurance proceeds payable with respect to, or proceeds payable by virtue of warranty or other claims against manufacturers of, or claims against any other Person with respect to, all or any part of the Mortgaged Property described in this Paragraph G (all of which types and items of property and interests described in this Paragraph G are hereinafter collectively referred to as the "Accounts").

H. All present and future tenements, hereditaments, appurtenances, profits and properties in anywise appertaining, belonging, affixed or incidental to, or used or useful in connection with, all or any part of the Mortgaged Property otherwise described herein, including without limitation, all reversions, remainders, carried interests, tolls, rents, revenues, issues, proceeds, earnings, income, products, profits, deposits, easements, permits, licenses, servitudes, surface leases, rights-of-way and franchises relating to all or any part of the Mortgaged Property.

I. All present and future lease records, well records, production records and accounting and other records and files which relate to all or any part of the Mortgaged Property otherwise described herein, and all maps, data bases, manuals, information and data which relate

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to any of the foregoing, including without limitation engineering, geological, geophysical and seismic data and any interpretations of any of the foregoing, except any and all items to which assignments are prohibited by Persons other than Affiliates of Grantor or which are subject to confidentiality provisions in favor of Persons who are not Affiliates of Grantor.

J. All other interests of every kind and character which Grantor now has or at any time hereafter acquires in the items of property and interests described in Paragraphs A, B, C, D, E, F, G, H and I preceding and the Proceeds and products of all of the foregoing, whether now owned or hereafter acquired to the extent assignable.

To further secure the full and complete payment and performance of the Obligations, Grantor hereby grants to Mortgagee and Mortgagee's successors in title and assigns a first and prior security interest in and to all of the Grantor's right, title, and interest in and to the following types and items of property and interests (all of which are included within the term "Mortgaged Property"): (a) all present and future Personal Property and Fixtures, Subject Contracts and Accounts; (b) all present and future Hydrocarbons, Other Minerals and as-extracted collateral insofar as the same accrue to, attribute to or are produced from the Subject Interests and consist of minerals or the like (including oil and gas), as defined in and subject to the Uniform Commercial Code as enacted, amended and in effect in each jurisdiction in which any of the Mortgaged Property is situated (the "UCC"), and for which the creation and perfection of a security interest or lien therein is governed by the provisions of the UCC; (c) all present and future Mortgaged Property consisting of accounts, contract rights, general intangibles, chattel paper, documents, instruments, inventory, equipment, fixtures and other goods and articles of personal property of any kind or character defined in and subject to the UCC; (d) all present and future increases, profits, combinations, reclassifications, improvements and products of, accessions, attachments and other additions to, tools, parts and equipment used in connection with, and substitutes and replacements for, all or any part of the Mortgaged Property described in this or any other clause of this paragraph; (e) all present and future accounts (including, but not limited to, all open accounts receivable and accounts receivable arising under or pursuant to any joint operating agreements, division orders or other agreements, documents or instruments relating to any of the Subject Interests), contract rights, general intangibles, chattel paper, documents, instruments, cash and noncash proceeds, in each case, accruing or attributable to the Subject Interests or to which Grantor now or hereafter may be entitled as a result of or by virtue of Grantor's ownership of the Subject Interests, together with all other rights arising from or by virtue of, or from the voluntary or involuntary sale or other disposition of, or collections with respect to, or insurance proceeds payable with respect to, or proceeds payable by virtue of warranty or other claims against manufacturers of, or claims against any other Person with respect to all or any part of the Hydrocarbons or the Other Minerals attributable to, or produced from the Subject Interests or the Mortgaged Property described in this or any other clause of this paragraph; and (f) all present and future security for the payment to Grantor of any of the Mortgaged Property described in this or any other clause of this paragraph and goods which gave or will give rise to any of such Mortgaged Property or are evidenced, identified, or represented therein or thereby; provided that, nothing in this paragraph shall be deemed to permit any action prohibited by this instrument or by terms incorporated in this instrument.

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Upon the occurrence and continuance of a Priority Lien Debt Default, and subject to the Collateral Trust Agreement, Mortgagee and Mortgagee's successors in title and assigns are now and shall be entitled to all of the rights, remedies, powers, privileges and benefits (hereinafter collectively referred to as "Rights") afforded a secured party by the UCC with reference to the Mortgaged Property in which Mortgagee has been granted a security interest herein, or Trustee or Mortgagee may proceed as to all or any part of the Mortgaged Property, whether real or personal property, in accordance with the Rights granted under this instrument in respect of the real property covered hereby, the Rights under this paragraph being cumulative of and in addition to, those granted Trustee or Mortgagee under any other provision of this instrument or under any other instrument executed in connection with or as security for the Obligations.

To the extent that any of the Mortgaged Property is not subject to the UCC, Grantor hereby assigns to Mortgagee and Mortgagee's successors in title and assigns all of Grantor's rights, titles and interests in and to the Mortgaged Property to secure the full and complete payment and performance of the Obligations.

TO HAVE AND TO HOLD the Mortgaged Property, together with all and singular the rights, privileges, contracts, hereditaments and appurtenances now or hereafter, at any time before the foreclosure or release hereof, in anywise appertaining or belonging thereto, unto Trustee and Trustee's successors or substitutes, for the uses and purposes hereinafter set forth, forever. Grantor hereby binds and obligates Grantor and Grantor's successor in title and permitted assigns to warrant and forever defend, all and singular, the Mortgaged Property unto Trustee and Trustee's successors or substitutes, against the lawful claims of any and all Persons whomsoever claiming or to claim the same or any part thereof.

Notwithstanding any provision in this Mortgage or any other agreement or instrument to the contrary, the Grantor does not grant any security interest or lien hereunder in, and the terms "Mortgaged Property", "Personal Property and Fixtures", "Subject Contracts", "Accounts", "Hydrocarbons", and "Other Minerals" shall not include, any Excluded Asset (as defined in that certain Second Amended and Restated Security and Pledge Agreement, dated as of February 14, 2018, among the Borrower, the guarantors party thereto from time to time and the Collateral Trustee, as amended, amended and restated, supplemented or otherwise modified from time to time).

Notwithstanding any provision in this Mortgage or any other agreement or instrument to the contrary, no Excluded Structure (defined below) shall secure any Obligations (defined below) consisting of Indebtedness (as defined in the Collateral Trust Agreement) owing pursuant to the Senior Credit Facility (as defined in the Collateral Trust Agreement) or any Refinancing Credit Facility.

For the purposes of this Mortgage, "Excluded Structure" shall mean, collectively, any Building (as defined in the applicable Flood Insurance Regulation) or Manufactured (Mobile) Home (as defined in the applicable Flood Insurance Regulation) located on the real property described on Exhibit "A" attached hereto.

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For the purposes of this Mortgage, "Flood Insurance Regulations" shall mean (i) the National Flood Insurance Act of 1968 as now or hereafter in effect or any successor statute thereto, (ii) the Flood Disaster Protection Act of 1973 as now or hereafter in effect or any successor statue thereto, (iii) the National Flood Insurance Reform Act of 1994 (amending 42 USC 4001, et seq.), as the same may be amended or recodified from time to time, and (iv) the Flood Insurance Reform Act of 2004 and any regulations promulgated thereunder.

The covenants and promises of this instrument shall be covenants running with the land, and each and every subsequent owner of any part of the Mortgaged Property covenants and agrees that such owner will perform, observe, and comply with each and every covenant and condition hereof. Grantor may not, without the prior written consent of Mortgagee, assign any Rights, duties or obligations hereunder.

SECTION 1. THE OBLIGATIONS.

This instrument and all Rights, titles, interests and Liens created hereby or arising by virtue hereof are given to secure payment and performance of the Priority Lien Obligations (as defined in the Collateral Trust Agreement, the "Obligations").

Notwithstanding any provision in this Mortgage to the contrary, (i) in no event is any Excluded Swap Obligation (as defined in the Credit Agreement) included in the definition of "Obligations" and (ii) this Mortgage is subject in all respects to the provisions of Section 12.22(b) of the Credit Agreement regarding Excluded Swap Obligations.

SECTION 2. REPRESENTATIONS, WARRANTIES AND COVENANTS.

2.1. Grantor represents and warrants to Mortgagee and to Trustee as follows as of the Effective Date:

(a) The representations and warranties set forth in each Priority Lien Document pertaining to Grantor are incorporated herein by reference as if set forth herein and each such representation and warranty is true and correct.

(b) (i) Grantor has good and defensible title to the Subject Interests (to the extent of the undivided interests specified on Exhibit A), good and defensible title to the Subject Contracts, and good title to all personal Properties that are Mortgaged Property, in each case, free and clear of all Liens except Permitted Liens; (ii) all rentals, royalties and other amounts due and payable by Grantor in respect thereof (and, to the best of Grantor's knowledge without independent investigation, all rentals, royalties and other amounts due and payable by third parties in respect thereof) have been duly paid or provided for, in each case except (Y) for amounts that are being contested in good faith by appropriate proceedings and for which Grantor has set aside on its books adequate reserves in accordance with GAAP (as defined in the Credit Agreement) or (Z) to the extent that the failure to pay or provide therefor could not reasonably be expected to result in a Material Adverse Effect (as defined in the Credit Agreement); and (iii) all leases or subleases comprising a part of the Subject Interests or the Subject Contracts are

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in full force and effect (except to the extent that the failure thereof to be in full force and effect could not reasonably be expected to result in a Material Adverse Effect).

2.2. Grantor, for Grantor and Grantor's successors and permitted assigns, covenants and agrees with Mortgagee to perform and observe each and all of the covenants and agreements of Grantor set forth in the Priority Lien Documents, subject to any applicable grace periods provided in each Priority Lien Document (and any waiver, consent, cure or amendment under any such Priority Lien Document shall automatically constitute a corresponding waiver, consent, cure or amendment hereunder).

SECTION 3. DEFAULTS AND REMEDIES.

3.1. Upon the occurrence and during the continuance of a Priority Lien Debt Default, subject to and in accordance with the applicable provisions of the Collateral Trust Agreement, and to any mandatory requirements or limitations of applicable Law then in force, Mortgagee may do, or may direct Trustee to do, any one or more of the following:

(a) If Grantor has failed to keep or perform any covenant whatsoever contained in any Priority Lien Document, Mortgagee may, at its option, perform or attempt to perform such covenant. Any payment made or expense incurred in the performance or attempted performance of any such covenant shall be a part of the Obligations, and Grantor promises, upon demand, to pay to Mortgagee, at such place as Mortgagee may direct by written notice, all sums so advanced or paid by Mortgagee, with interest at the rate of eight and one-quarter percent per annum (8¼%) (the "Default Rate") from the date when paid or incurred by Mortgagee. No such payment by Mortgagee shall constitute a waiver of any Priority Lien Debt Default. In addition to the Liens hereof, Mortgagee shall be subrogated to all Rights and Liens securing the payment of any debt, claim, Tax (as defined in the Credit Agreement) or assessment for the payment of which Mortgagee may make an advance, or which Mortgagee may pay.

(b) Mortgagee may, without notice, demand, notice of intent to accelerate or protest, notice of acceleration or notice of protest, all of which are hereby expressly waived by Grantor and all other parties obligated in any manner whatsoever on the Obligations, declare the entire unpaid balance of the Obligations, or any part thereof, immediately due and payable, and upon such declaration, the Obligations so declared to be due and payable shall be immediately due and payable, and the Liens hereof shall then be subject to foreclosure in accordance with applicable Law.

(c) A POWER OF SALE HAS BEEN GRANTED IN THIS MORTGAGE. A POWER OF SALE MAY ALLOW THE MORTGAGEE OR TRUSTEE TO TAKE THE MORTGAGED PROPERTY AND SELL IT WITHOUT GOING TO COURT IN A FORECLOSURE ACTION UPON DEFAULT BY THE GRANTOR UNDER THIS MORTGAGE.

Mortgagee may, where permitted by Law, request Trustee to proceed with foreclosure, and in such event Trustee is hereby authorized and empowered, and it shall be his special duty, upon such request of Mortgagee, and to the extent permitted by applicable Law, to

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sell all or any part of the Mortgaged Property at one or more sales, as an entirety or in parcels, at such place or places and otherwise in such manner and upon such notice as may be required by applicable Law, or, in the absence of any such requirement, as Trustee or Mortgagee may deem appropriate, and to make conveyance to the purchaser or purchasers thereof. Any such sale shall be made to the highest bidder or bidders, at the courthouse door of the county wherein the Mortgaged Property is situated; provided that, if the Mortgaged Property is situated in more than one county, such sales of the Mortgaged Property, or part thereof, may be made in any county wherein any part of the Mortgaged Property is situated. Any such sale shall be made at public outcry; between the hours of ten o'clock a.m. and four o'clock p.m. on the first Tuesday in any month, after having given notice of such sale by posting, or causing to be posted, written or printed notice at the courthouse door in the county, or if more than one, then in each of the counties, where the Subject Interests then subject to the Liens of this instrument are situated, which notice shall designate the county where the Mortgaged Property (or the part thereof to be sold) will be sold, and which notice shall be posted for at least three consecutive weeks before the day of sale, and Mortgagee shall, at least 21 calendar days preceding the date of sale, serve written notice of the proposed sale by certified mail on Grantor or other Person obligated to pay the Obligation according to the records of Mortgagee. If the applicable Law in force as of the Effective Date hereof should hereafter be amended to require a different notice of sale applicable to sales of property of the nature of the Mortgaged Property under powers of sale conferred by deeds of trust, Trustee may, in his sole discretion, to the extent permitted by applicable Law, give either the notice of sale required by applicable Law in effect on the Effective Date or the notice of sale prescribed by the amended Law and nothing herein shall be deemed to require Mortgagee or Trustee to do, and Mortgagee and Trustee shall not be required to do, any act other than as required by applicable Law in effect at the time of any such sale. After such sale, Trustee shall make to the purchaser or purchasers thereunder good and sufficient deeds, assignments or bills of sale in the name of Grantor, conveying or transferring the Mortgaged Property, or any part thereof, so sold to the purchaser or purchasers containing such warranties of title as are customarily given, which warranties shall be binding upon Grantor.

Sale of a part of the Mortgaged Property shall not exhaust the power of sale, but sales may be made from time to time until the Obligations are paid and performed in full. It shall not be necessary to have present or to exhibit at any such sale any of the Personal Property and Fixtures. In addition to the Rights and other powers of sale granted under the preceding provisions of this Section 3.1(c), upon the occurrence and during the continuation of any Priority Lien Debt Default, Mortgagee may, subject to, and in accordance with, the applicable provisions of the Collateral Trust Agreement, at its option, at once or at any time thereafter while any matured installment remains unpaid, without declaring the entire Obligations to be due and payable, orally or in writing, enforce, or direct Trustee to enforce (as provided by applicable Law), the Liens created by this instrument and sell the Mortgaged Property subject to such matured indebtedness and the Liens securing its payment, in the same manner, on the same terms, at the same place and time and after having given notice in the same manner, all as provided in the preceding provisions of this Section 3.1(c). After such sale, Mortgagee or Trustee (as

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provided by applicable Law) shall make due conveyance to the purchaser or purchasers. Sales made without maturing the Obligations may be made hereunder whenever there is a Priority Lien Debt Default in the payment of any installment of the Obligations without exhausting the power of sale granted hereby and without affecting in any way the power of sale granted under this Section 3.1(c), the unmatured balance of the Obligations (except as to any proceeds of any sale which Mortgagee may apply as prepayment of the Obligations), or the Liens securing payment of the Obligations. The sale or sales of less than the whole of the Mortgaged Property shall not exhaust the power of sale herein granted, and Mortgagee or Trustee (as provided by applicable Law) is specifically empowered to make successive sale or sales under such power until the whole of the Mortgaged Property shall be sold. It is intended by each of the foregoing provisions of this Section 3.1(c) that Mortgagee may, or if applicable, Trustee may, after any request or direction by Mortgagee, sell not only the Subject Interests but also all other items constituting a part of the Mortgaged Property along with the Subject Interests, or any part thereof, all as a unit and as a part of a single sale, or may sell any part of the Mortgaged Property separately from the remainder of the Mortgaged Property. If the proceeds of such sale or sales of less than the whole of such Mortgaged Property shall be less than the aggregate of the Obligations, including the expense of enforcing the trust created by this instrument, the Liens of this instrument shall remain in full force and effect as to the unsold portion of the Mortgaged Property just as though no sale or sales of less than the whole of the Mortgaged Property had occurred, but Mortgagee shall have the right, at its sole election, to sell, or as applicable, request Trustee to sell, less than the whole of the Mortgaged Property. In the event any questions should be raised as to the regularity or validity of any sale hereunder, Mortgagee or Trustee (as provided by applicable Law) shall have the right and is hereby authorized to make resale of said property so as to remove any questions or doubt as to the regularity or validity of the previous sale, and as many resales may be made as may be appropriate. It is agreed that, in any deed or deeds given by Mortgagee or Trustee (as provided by applicable Law), any and all statements of fact or other recitals therein made as to the identity of Mortgagee, or as to the occurrence or existence of any Priority Lien Debt Default, or as to the request to sell, notice of sale, time, place, terms, and manner of sale, and receipt, distribution, and application of the money realized therefrom, or as to the due and proper appointment of a substitute Trustee, and, without being limited by the foregoing, as to any other act or thing having been duly done by Mortgagee or by Trustee, shall be taken by all Tribunals as prima facie evidence that the said statements or recitals are true and correct and are without further question to be so accepted, and Grantor does hereby ratify and confirm any and all acts that Trustee may lawfully do in the premises by virtue hereof. In the event of the resignation or death of Trustee or his removal from his county of residence stated on the first page hereof, or his failure, refusal, or inability, for any reason, to make any such sale or to perform any of the trusts herein declared, or, at the option of Mortgagee, without cause, Mortgagee may appoint, in writing, a substitute trustee, who shall thereupon succeed to all the estates, titles, rights, powers, and trusts herein granted to and vested in Trustee. If Mortgagee is a national banking association, regulated bank or financial institution or a corporation, such appointment may be made on behalf of such Mortgagee by any person who is then the president, or any vice-president, or the cashier or secretary, or any other authorized officer or agent of Mortgagee. In the event of the

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resignation or death of any such substitute trustee, or his failure, refusal, or inability to make such sale or perform such trusts, or, at the option, of Mortgagee, without cause, Mortgagee may appoint successive substitute trustees from time to time in the same manner. Wherever herein the word "Trustee" is used, the same shall mean the person who is the duly appointed Trustee or substitute Trustee hereunder at the time in question. If at any time or times Mortgagee shall deem it necessary or prudent so to do, subject to the Collateral Trust Agreement, Mortgagee shall have the power, by an instrument executed by Mortgagee to appoint one or more persons either to act as separate trustee or trustees or co-trustee or co-trustees jointly with Trustee, of all or any specified part of the Mortgaged Property; and the person or persons so appointed shall be such separate trustee or co-trustee or co-trustees with such rights and remedies as shall be specified in such instrument to be executed as aforesaid, to the extent not prohibited by Law. Any such separate or co-trustee may resign or be removed in the same manner as can Trustee. Trustee and any separate or co-trustees shall have no responsibility for the acts and omissions of each other.

(d) Mortgagee may, or Trustee may upon written request of Mortgagee, in lieu of or in addition to exercising the power of sale provided for in Section 3.1(c) hereof proceed by suit or suits, at Law or in equity, to enforce the payment and performance of the Obligations in accordance with the terms hereof, and of the other Priority Lien Documents evidencing it, to foreclose the Liens and this instrument as against all, or any part of the Mortgaged Property, and to have all or any part of the Mortgaged Property sold under the judgment or decree of a court of competent jurisdiction.

(e) Mortgagee may (without notification, if permitted by applicable Law) enter upon the Mortgaged Property, take possession of the Mortgaged Property, and remove the Personal Property and Fixtures, or any part thereof, with or without judicial process, and, in connection therewith, without any responsibility or liability on the part of Mortgagee, take possession of any property located on or in the Mortgaged Property which is not a part of the Mortgaged Property and hold or store such property at Grantor's expense. If necessary to obtain the possession provided for in this Section 3.1(e), Mortgagee or Trustee may undertake any and all remedies to dispossess Grantor, including, specifically, one or more actions for forcible entry and detainer, trespass to try title and restitution.

(f) Mortgagee may require Grantor to assemble the Personal Property and Fixtures and any other items of the Mortgaged Property, or any part thereof, and make it available to Mortgagee at a place to be designated by Mortgagee which is reasonably convenient to Grantor and Mortgagee.

(g) Mortgagee may surrender the insurance policies maintained pursuant to the Priority Lien Documents, or any part thereof, and receive and apply the unearned premiums as a credit on the Obligations, and, in connection therewith, Grantor hereby appoints Mortgagee as the agent and attorney-in-fact for Grantor (with full powers of substitution) to collect such premiums, which power of attorney shall be deemed to be a power coupled with an interest and therefore irrevocable until the release of the Liens evidenced by this instrument.

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(h) Mortgagee may retain the Personal Property and Fixtures and any other items of the Mortgaged Property, or any part thereof, in satisfaction of the Obligations whenever the circumstances are such that Mortgagee is entitled to do so under the UCC.

(i) Mortgagee shall have the right to become the purchaser at any sale of the Mortgaged Property held by Trustee or by any court, receiver or public officer, and Mortgagee shall have the right to credit upon the amount of the bid made therefor, the amount payable out of the net proceeds of such sale to Mortgagee. Recitals contained in any conveyance made to any purchaser at any sale made hereunder shall conclusively establish the truth and accuracy of the matters therein stated, including without limiting the generality of the foregoing, nonpayment of the unpaid principal sum of, interest accrued on, and fees payable in respect of, the Obligations after the same has become due and payable, and advertisement and conduct of such sale in the manner provided herein or appointment of any successor Trustee hereunder.

(j) Mortgagee may buy the Personal Property and Fixtures and any other items of the Mortgaged Property, or any part thereof, at any private disposition if the Mortgaged Property or the Personal Property and Fixtures, or the part thereof being disposed of, is a type customarily sold in a recognized market or a type which is the subject of widely distributed standard price quotations.

(k) Mortgagee shall have and may exercise any and all other Rights which Mortgagee may have under the UCC, by virtue of the Priority Lien Documents at Law, in equity or otherwise.

(l) Notwithstanding Sections 51.003, 51.004, and 51.005 of the Texas Property Code, if and to the extent applicable, or any other statute requiring otherwise, and to the extent permitted by Law, Grantor agrees that in the event an interest in any of the Mortgaged Property is foreclosed upon pursuant to a judicial or nonjudicial foreclosure sale, Mortgagee shall be entitled to seek a deficiency judgment from Grantor and any other party obligated on the secured indebtedness equal to the difference between the amount owing on the secured indebtedness and the amount for which the mortgaged property was sold pursuant to judicial or nonjudicial foreclosure sale. Grantor expressly recognizes that this section constitutes a waiver of applicable statutes which would otherwise permit Grantor and other persons against whom recovery of deficiencies is sought or guarantor independently (even absent the initiation of deficiency proceedings against them) to present competent evidence of the fair market value of the Mortgaged Property as of the date of the foreclosure sale and offset against any deficiency the amount by which the foreclosure sale price is determined to be less than such fair market value. Grantor further recognizes and agrees that this waiver creates an irrebuttable presumption that the foreclosure sale price is equal to the fair market value of the Mortgaged Property for purposes of calculating deficiencies owed by Grantor, any guarantor, and others against whom recovery of a deficiency is sought.

(m) Grantor agrees that, in the event of any "transfer" of the Mortgaged Property without the prior written consent of Mortgagee, except any transfer permitted under the provisions of the Priority Lien Documents, Mortgagee has the absolute right at

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its option, without prior demand or notice, to declare all sums secured by this Mortgage immediately due and payable. Consent to one such transaction will not be deemed to be a waiver of the right to require consent to future or successive transactions. Mortgagee may grant or deny such consent in its sole discretion and, if consent is given, any such transfer will be subject to this Mortgage, and any such transferee shall assume all obligations hereunder and agree to be bound by all provisions contained herein. Such assumption will not, however, release Grantor or any other maker or guarantor of the Obligations from any liability thereunder without the prior written consent of Mortgagee. As used herein, "transfer" includes the direct or indirect sale, agreement to sell, transfer, conveyance, pledge, collateral assignment or hypothecation of the Mortgaged Property, other than easements, leases, licenses, and similar transfers which do not materially impair the value of the Mortgaged Property, or any portion thereof or interest therein, whether voluntary, involuntary, by operation of Law or otherwise.

3.2. If Mortgagee is the purchaser of the Mortgaged Property, or any part thereof, at any sale thereof, whether such sale be under the power of sale hereinabove vested in Trustee, or upon any other foreclosure of the Liens hereof, or otherwise, Mortgagee shall, upon any such purchase, acquire good and marketable title to the Mortgaged Property so purchased, free of the Liens of these presents.

3.3. Should any part of the Mortgaged Property come into the possession of Trustee or Mortgagee, whether before or after a Priority Lien Debt Default, Trustee or Mortgagee may use or operate the Mortgaged Property for the purpose of preserving its value, pursuant to the order of a Tribunal, or pursuant to the Rights which Grantor has with respect to the management, protection, preservation and operation of the Mortgaged Property, or in accordance with any other Rights held by Trustee or Mortgagee in respect of the Mortgaged Property. Such operations may be conducted through any contract operator or other Person designated by Trustee or Mortgagee. Grantor covenants promptly to reimburse and pay to Trustee or Mortgagee, at the place as may be designated by Trustee or Mortgagee in writing, the amount of all reasonable expenses (including the cost of any insurance, Taxes, additional drilling and reworking, whether successful or unsuccessful, or other charges) incurred by Mortgagee in connection with its custody, preservation, use or operation of the Mortgaged Property, together with interest thereon from the date incurred by Mortgagee at the Default Rate, and all such expenses, costs, Taxes, interests and other charges shall be a part of the Obligations. It is agreed, however, that the risk of accidental loss or damage to the Mortgaged Property is on Grantor, and Mortgagee shall have no liability whatsoever for decline or diminution in value of the Mortgaged Property, nor for failure to obtain or maintain insurance, nor for failure to determine whether any insurance ever in force is adequate as to amount or as to the risks insured.

3.4. In case the Liens hereof shall be foreclosed by exercise of the above powers of sale, or by other judicial or non-judicial action, the purchaser at any such sale shall receive, as an incident to such purchaser's ownership, immediate possession of the Mortgaged Property, or any part thereof sold to such purchaser, and, subsequent to foreclosure, Grantor shall be considered a tenant at sufferance of the purchaser at the foreclosure sale, and any Person occupying the Mortgaged Property, or portion thereof so sold, after demand has been made for possession thereof, shall be guilty of forcible detainer and shall be subject to eviction and removal, forcible

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or otherwise, with or without process of Law, and all damages by reason thereof are hereby expressly waived.

3.5. Subject to, and in accordance with, the applicable provisions of the Collateral Trust Agreement, the proceeds from any sale or other disposition made pursuant to this Section 3 or sums received pursuant to Section 5.5 hereof shall be applied by Trustee or by Mortgagee, as the case may be, as provided in Section 3.4 of the Collateral Trust Agreement; provided the application of such proceeds shall be subject in all respects to the provisions of the last sentence of Section 10.02(c) of the Credit Agreement regarding Excluded Swap Obligations, to the extent at the time of such application there exists any Excluded Swap Obligations, regardless of whether the Credit Agreement is then in effect unless the Credit Agreement has been replaced by a Refinancing Credit Facility.

3.6. In the event a foreclosure hereunder is commenced by Trustee in accordance with Section 3.1(c), Mortgagee may at any time before the sale direct Trustee to abandon the sale, and may then institute suit for the collection of the Obligations, or for the foreclosure of the Liens hereof. If Mortgagee should institute a suit for the collection of the Obligations, or for foreclosure of the Liens hereof, it may at any time before the entry of a final judgment in said suit, dismiss the same, and require Trustee to sell the Mortgaged Property, or any part thereof, in accordance with the provisions of this instrument.

3.7. All Rights available to Mortgagee and Trustee hereunder are cumulative of and in addition to all of the Rights granted to Mortgagee or Trustee at Law or in equity, or under the Priority Lien Documents.

SECTION 4. ASSIGNMENT OF PRODUCTION.

4.1. Grantor does hereby GRANT, SELL, ASSIGN, CONVEY, TRANSFER and SET OVER unto Mortgagee, its successors in title and assigns, and grant to Mortgagee, its successors in title and assigns, all of the following:

(a) All Hydrocarbons and Other Minerals and all as-extracted collateral, and the proceeds from the Subject Interests, and products obtained or processed therefrom, and proceeds therefrom;

(b) All amounts, or proceeds hereafter payable to, or to become payable to, Grantor or to which Grantor is entitled pursuant to all Subject Contracts now or hereafter relating to any part of the Subject Interests; and

(c) All amounts, sums, monies, revenues and income which become payable to Grantor from, or with respect to, all of the Mortgaged Property or pursuant to any Subject Contract, present or future, now or hereafter constituting a part of the Mortgaged Properties.

TO HAVE and TO HOLD the foregoing unto Mortgagee, its successors in title and assigns, forever, subject however, to the terms and provisions of this instrument. Until such time as a Priority Lien Debt Default has occurred and is continuing, Mortgagee hereby grants to

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Grantor a license to sell such production described above and receive the production Proceeds (defined below), which license shall automatically terminate upon the occurrence of a Priority Lien Debt Default and for so long as the same continues.

4.2. Subject to, and in accordance with, the applicable provisions of the Collateral Trust Agreement, Grantor hereby authorizes and empowers Mortgagee to demand, collect, receive and receipt for the "Proceeds" (defined herein to mean all production, proceeds and payments assigned hereunder, as described in Section 4.1 hereof), and to endorse and cash any checks and drafts payable to Grantor, or to Mortgagee for the account of Grantor, received in connection with the Proceeds. Grantor hereby appoints Mortgagee as the appointed agent and attorney-in-fact of Grantor, for the purpose of executing any "Receipt" (defined herein to mean any transfer order, payment order, division order, receipt, release or other instrument) that Mortgagee deems necessary in order for Mortgagee to demand, collect, receive and receipt for the Proceeds. In addition, Grantor agrees that upon Mortgagee's request, Grantor shall promptly execute and deliver to Mortgagee such Receipts as Mortgagee may deem necessary, convenient or appropriate in connection with the payment and delivery directly to Mortgagee of all Proceeds. Grantor hereby authorizes and directs all "Purchasers" (defined herein to mean all pipeline companies, purchasers, transporters, any other Person now or hereafter purchasing Hydrocarbons, or any part thereof, or now or hereafter having in their possession or control any Proceeds from or allocated to the Subject Interests, or any part thereof, or now or hereafter otherwise owing monies to Grantor under the Subject Contracts herein assigned), or operators under applicable joint operating agreements to pay or deliver such Proceeds as provided in the Priority Lien Documents or in such other manner as Mortgagee may direct to the Purchasers in writing, and this authorization shall continue until this instrument is released. All Receipts may be relied upon in all respects by Purchasers, and the same shall be binding upon Grantor. No Purchaser shall have any responsibility to see to the application of the assignment herein contained and each Purchaser shall be released hereby from any and all liability to Grantor to the full extent and amount of all Proceeds so paid or delivered. Grantor agrees to indemnify and hold harmless each Purchaser against any and all liabilities, actions, claims, judgments, costs, charges, costs of investigation and attorneys' fees resulting from the paying for or delivery of any such Proceeds to Mortgagee. Should Mortgagee bring suit against any Purchaser for collection of any amounts or sums included within this assignment (and Mortgagee shall have the right to bring any such suit), it may sue either in its own name or in the name of Grantor.

4.3. Independently of the foregoing provisions and authorities herein granted, Grantor shall execute and deliver any and all Receipts that may be requested by Mortgagee or that may be required by any Purchaser to effect payment or delivery of the Proceeds directly to Mortgagee after the occurrence and during the continuation of a Priority Lien Debt Default. If pursuant to any existing Subject Contract, any Proceeds are required to be paid or delivered by any Purchaser directly to Grantor so that under such existing Subject Contracts the Proceeds cannot be paid or delivered directly to Mortgagee in the absence of foreclosure, then, if Mortgagee has requested after the occurrence and during the continuation of a Priority Lien Debt Default that the Proceeds be paid or delivered directly to it under the assignment herein contained, the Proceeds which for any reason must be paid or delivered to Grantor shall, when received by Grantor, constitute trust funds in Grantor's hands and shall be immediately paid over by Grantor to Mortgagee. Promptly upon the request of Mortgagee at reasonable intervals or as otherwise

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provided in the Priority Lien Documents, and in any event at least once every 12 months, Grantor shall furnish Mortgagee with the names and addresses of each Purchaser, as Mortgagee may request.

4.4. Mortgagee is hereby absolved from all liability for failure to enforce collection of the Proceeds assigned under Section 4.1 hereof and from all other responsibility in connection therewith, except the responsibility to account (by application to the Obligations or otherwise) for funds actually received. If Mortgagee receives monies in excess of the amount of the Proceeds to which Grantor is entitled, Mortgagee will make a reasonable effort to pay any such excess monies of which Mortgagee is aware to the other parties legally entitled thereto; provided, that, Grantor agrees to indemnify and hold Trustee and Mortgagee harmless against any and all liabilities, actions, claims, judgments, costs, charges and attorneys' fees by reason of the assertion that they or either of them have received, either before or after payment and performance in full of the Obligations, funds from the Proceeds of Hydrocarbons claimed by a third Person, or any other Proceeds in which a Person claims an adverse interest. Trustee and Mortgagee shall each have the right to defend against any such claims or actions, employ attorneys of their own selection, and if not furnished with indemnity satisfactory to each of them, they alone shall each have the right to compromise and adjust any such claims, actions and judgments, and in addition to the Rights to be indemnified as herein provided, all amounts paid by Trustee or by Mortgagee in compromise, satisfaction or discharge of any such claim, action or judgment, and all court costs, attorneys' fees and other expenses of every character incurred by Trustee or by Mortgagee pursuant to the provisions of this Section 4.4 shall be demand obligations owing by Grantor and shall bear interest at the Default Rate from the date of expenditure until paid, and any such payments so made by Mortgagee and the interest thereon shall be part of the Obligations and shall be secured by the Liens evidenced by this instrument.

4.5. The Rights of Mortgagee pursuant hereto shall be cumulative of all other security of any and every character now or hereafter existing to secure the payment of the Obligations. Proceeds received under this Section 4 shall be placed in a deposit account and credited to the Obligations in the manner and order provided for in the Priority Lien Documents and the Collateral Trust Agreement; provided that, such Proceeds shall not be deemed applied to payment of the Obligations, unless and until such Proceeds are actually applied thereto. Mortgagee may, subject to, and in accordance with, the applicable terms of the Priority Lien Documents and the Collateral Trust Agreement, permit Proceeds received by it to be returned to Grantor (rather than applied to the Obligations) for use in Grantor's operations.

SECTION 5. MISCELLANEOUS.

5.1. Upon the Discharge of Priority Lien Obligations, and if Grantor shall well and truly perform all of Grantor's covenants contained herein, then this instrument shall become null and void and, at Grantor's request and expense (to the extent permitted by applicable Law), it shall be released; otherwise, it shall remain in full force and effect; provided that no release hereof shall impair Grantor's warranties and indemnities contained herein or the liabilities assumed by Grantor hereunder. To the extent provided in the Collateral Trust Agreement (including, without limitation, Sections 3.2 and 4.1 thereof), Mortgagee shall, and otherwise as Mortgagee may elect, subject to the Collateral Trust Agreement, Mortgagee may, at any time, and from time to time, release any part of the Mortgaged Property, or any property in which

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Grantor has granted a security interest to Mortgagee, or any items assigned pursuant to Section 4 hereof, from the Liens evidenced by this instrument, but no such partial release shall ever affect or impair Mortgagee's Rights or Liens hereunder, except to the extent specifically stated in such instrument of partial release.

5.2. All Rights and Liens herein expressly conferred are cumulative of all other Rights and Liens herein, or provided by Law, or provided in the Priority Lien Documents, and shall not be deemed to deprive Trustee or Mortgagee of any such other legal or equitable Rights and Liens by judicial proceedings, or otherwise, appropriate to enforce the conditions, covenants and terms of this instrument and the other Loan Documents, and the employment of any Rights hereunder, or otherwise, shall not prevent the concurrent or subsequent employment of any other appropriate Rights.

5.3. Any and all covenants in this instrument may from time to time, by instrument in writing signed by Mortgagee and delivered to Grantor, be waived to such extent and in such manner as Mortgagee may desire, subject to the Collateral Trust Agreement, but no such waiver shall ever affect or impair Mortgagee's Rights or Liens hereunder, except to the extent specifically stated in such written instrument. Impossibility shall not excuse the performance of any agreement, covenant or condition contained in this instrument.

5.4. If Grantor conveys any interest in the Mortgaged Property, or any part thereof to any other party, Mortgagee may, without notice to Grantor deal with any owner of any part of the Mortgaged Property with reference to this instrument and the Obligations, either by way of forbearance on the part of Mortgagee, or extension of time of payment of the Obligations, or release of all or any part of the Mortgaged Property, or release of any other property securing payment and performance of the Obligations, without in any way modifying or affecting Mortgagee's Rights and Liens hereunder or the liability of Grantor for payment and performance of the Obligations, in whole or in part.

5.5. Mortgagee shall be entitled to receive any and all monies which may be awarded or become payable to Grantor for the condemnation, eminent domain or other similar proceeding of the Mortgaged Property, or any part thereof, for public or quasi-public use, or by virtue of private sale in lieu thereof, and any monies which may be awarded or become payable to Grantor for damages caused by public works or construction on or near the Mortgaged Property. All such monies are hereby assigned to Mortgagee and shall be applied by Trustee, or by Mortgagee, as the case may be, pursuant to Section 3.5 hereof. Grantor shall, upon request of Mortgagee, make, execute, acknowledge and deliver any and all additional assignments and documents as may be necessary from time to time to enable Mortgagee to collect and receipt for any such monies. Mortgagee shall not be, under any circumstances, liable or responsible for failure to collect, or exercise diligence in the collection of, any of such monies.

5.6. [Reserved].

5.7. If all or any portion of the proceeds of any Priority Lien Debt have been advanced for the purpose of paying the purchase price for all or a part of the Mortgaged Property, then (a) Mortgagee shall have, and is hereby granted, a lien on the Mortgaged Property to further secure the Obligations, and (b) Mortgagee shall be subrogated to all Rights and Liens owned or claimed

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by the holder of any indebtedness which has been directly or indirectly discharged or paid from the proceeds of any Priority Lien Debt.

5.8. Whenever herein the singular number is used, the same shall include the plural where appropriate, and vice versa; and words of any gender herein shall include each other gender where appropriate.

5.9. The captions, headings and arrangements used in this instrument are for convenience only and do not in any way affect, limit, amplify or modify the terms and provisions hereof.

5.10. If any provision of this instrument, or of the other Priority Lien Documents is held to be illegal, invalid, or unenforceable under present or future Laws effective during the term hereof and thereof, such provision shall be fully severable from all other provisions in this instrument and the other Priority Lien Documents, and this instrument and the other Priority Lien Documents shall be construed and enforced as if such illegal, invalid or unenforceable provision had never comprised a part thereof, and the remaining provisions hereof and thereof shall remain in full force and effect and shall not be affected by the illegal, invalid, or unenforceable provision or by its severance therefrom. Furthermore, in lieu of such illegal, invalid or unenforceable provision, there shall be added automatically as a part of this instrument and the other Priority Lien Documents a legal, valid and enforceable provision as similar in terms to such illegal, invalid or unenforceable provision as may be possible. If any of the Liens evidenced by this instrument and the other Priority Lien Documents are invalid or unenforceable as to any part of the Obligations, or if the Liens are invalid or unenforceable as to any part of the Mortgaged Property, the Obligations shall be completely paid prior to the payment of the remaining and secured or partially secured portion of the Obligations, and all payments made on the Obligations, whether voluntary or under foreclosure or other enforcement action or procedure, shall be considered to have been first paid on and applied to the full payment of that portion of the Obligations which is not secured or fully secured by the Liens evidenced by this instrument.

5.11. THIS MORTGAGE SHALL BE GOVERNED BY AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK, EXCEPT THAT TO THE EXTENT THE LAW OF A STATE IN WHICH A PORTION OF THE MORTGAGED PROPERTY IS LOCATED (OR WHICH IS OTHERWISE APPLICABLE TO A PORTION OF THE MORTGAGED PROPERTY) NECESSARILY GOVERNS WITH RESPECT TO THE CREATION, PERFECTION AND ENFORCEMENT OF THE LIENS AND OTHER RIGHTS AND REMEDIES HEREUNDER OF THE TRUSTEE, THE MORTGAGEE OR THE COLLATERAL TRUSTEE, THE LAW OF SUCH STATE SHALL APPLY AS TO THAT PORTION OF THE MORTGAGED PROPERTY LOCATED IN (OR WHICH IS OTHERWISE SUBJECT TO THE LAWS OF) SUCH STATE.

5.12. The terms, provisions, covenants and conditions hereof shall be binding upon Grantor and Grantor's successors in title and permitted assigns and shall inure to the benefit of Mortgagee and Trustee, and their respective successors in title and assigns.

5.13. This instrument may be construed and enforced from time to time as a mortgage, deed of trust, chattel mortgage, conveyance, assignment, security agreement, pledge, financing

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statement, hypothecation or contract, or any one or more of them as may be appropriate under applicable Laws, in order fully to effectuate the Liens hereof and the purposes and agreements herein set forth.

5.14. Without in any manner limiting the generality of any of the foregoing provisions hereof, with respect to the Mortgaged Property (a) some portions of the goods described or to which reference is made herein are, or are to become, fixtures on the property described on Exhibit A or to which reference is made herein; (b) the minerals and the like (including oil and gas) included in the Mortgaged Property and the accounts resulting from the sale thereof will be financed at the wellhead(s) or minehead(s) located on the property described on Exhibit A or to which reference is made herein; and (c) this instrument is to be filed of record in the real estate records as a financing statement. A carbon, photographic or other reproduction of this instrument shall be sufficient as a financing statement.

5.15. Executed original counterparts of this instrument are to be filed for record in the records of the jurisdictions wherein the Mortgaged Property is situated, and shall have annexed thereto as Exhibit A only the portions or divisions containing specific descriptions of the Mortgaged Property relating to the Lands located in such jurisdictions. Whenever a recorded counterpart of this instrument contains specific descriptions which are less than all of the descriptions contained in any full counterpart lodged with Mortgagee, the omitted descriptions are hereby included by reference in such recorded counterpart as if each recorded counterpart conformed to any full counterpart lodged with Mortgagee.

5.16. This instrument has been executed in a number of identical counterparts, each of which shall be deemed an original, and all of which are identical, except that in order to facilitate recordation, portions of Exhibit A hereto which describe Mortgaged Property situated in jurisdictions other than the particular jurisdiction in which a counterpart hereof is being recorded may be omitted from such counterpart. In making proof of this instrument, it shall not be necessary for Trustee or Mortgagee to account for all counterparts, and it shall be sufficient for Trustee or Mortgagee to produce but one such counterpart.

[Signature and Acknowledgment Page Follows]

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IN WITNESS WHEREOF this instrument is executed as of the day and year set forth for Grantor's acknowledgment hereto, but shall be effective as of Effective Date.

GRANTOR:

SN EF MAVERICK, LLC, a Delaware limited liability company

By: _____
Name: Howard J. Thill
Title: Chief Financial Officer

Address:
1000 Main Street, Suite 3000
Houston, Texas 77002

STATE OF TEXAS §
§
COUNTY OF HARRIS §

The foregoing instrument was acknowledged before me this 13 day of April, 2018, by Howard J. Thill, as Chief Financial Officer of SN EF Maverick, LLC, a Delaware limited liability company, on behalf of said limited liability company.

Witness my hand and official seal.

_____
Notary Public, State of Texas

[Notary Stamp]

PATRICIA E CAIN
Notary ID # 1883331
NOTARY PUBLIC
STATE OF TEXAS
My Comm. Exp. Jul 27, 2020

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MORTGAGEE:

ROYAL BANK OF CANADA, as Collateral Trustee

By: _____
Don J. McKinnerney
Authorized Signatory

Address:
2800 Post Oak Boulevard, Suite 3900
Houston, Texas 77056

STATE OF TEXAS §
§
COUNTY OF HARRIS §

The foregoing instrument was acknowledged before me this 13th day of April, 2018, by Don J. McKinnerney as Authorized Signatory of Royal Bank of Canada, on behalf of said bank.

Witness my hand and official seal.

_____
Notary Public, State of Texas

[Notary Stamp]

ANDREW MEDINA
MY COMMISSION EXPIRES
January 2, 2019

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EXHIBIT A

TO THAT AMENDED AND RESTATED MORTGAGE, DEED OF TRUST, SECURITY AGREEMENT, FINANCING STATEMENT AND ASSIGNMENT OF PRODUCTION FROM SN EF MAVERICK, LLC TO CHARLES R. SALMON, TRUSTEE FOR THE BENEFIT OF ROYAL BANK OF CANADA, AS COLLATERAL TRUSTEE UNDER THE COLLATERAL TRUST AGREEMENT, AS MORTGAGEE

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Introduction to Exhibit A

The Grantor hereby agrees and affirms that this Introduction to Exhibit A is an amplification and explanation of the terminology, format and information contained in Exhibit A and that this instrument shall be construed as a whole with reference to the entirety of its provisions (including all Exhibits).

1. This instrument covers the Grantor's entire interest in each of the land parcels, mineral servitudes, mineral leases, mineral royalties and other mineral rights described in Exhibit A, as now owned or as hereafter acquired. The inclusion of the Grantor's "net revenue interests", "working interests" and undivided leasehold interests, by the listing of percentage, decimal or fractional numbers or otherwise, as well as the inclusion of depth limitations, spacing unit designations and agreements, well names and well arabic numbers are generally for descriptive purposes. The inclusion (or the inaccuracy thereof) of this information is not in any way a limitation or restriction on the interest of the Grantor being subjected to the lien and encumbrance of this instrument. All right, title and interest of the Grantor in the properties described herein are subject to this Mortgage, regardless of the presence of any units or wells (existing or future) not described herein.

2. The leases listed below each well or group of wells relate to one or more of such listed wells. This instrument is intended to cover the entire interest of the Grantor in any lease described in Exhibit A, including (without limitation) even if a lease is listed under one set of wells but erroneously is not listed under another set of wells. Reference is made to the land descriptions contained in the documents of title recorded as described in Exhibit A.

3. References in Exhibit A to instruments on file in the public records are made for all purposes. Unless provided otherwise, all recording references in Exhibit A are to the official real property records of the county or counties in which the mortgaged property is located and in which records such documents are or in the past have been customarily recorded, whether Conveyance Records, Deed Records, Oil and Gas Records, Mineral Lease Records, Oil and Gas Lease Records, Tract Indexes or other records.

4. Each reference to a lease or a contract in Exhibit A shall be deemed a reference to said lease or contract as said lease or contract may have been amended or ratified by all amendments or ratifications heretofore executed, whether or not referred to herein.

5. A statement herein that a certain interest described herein is subject to the terms of certain described or referred to agreements, instruments or other matters shall not operate to subject such interest to any such agreement, instrument or other matter except to the extent that such agreement, instrument or matter is otherwise valid and presently subsisting nor shall such statement be deemed to constitute a recognition by the parties hereto that any such agreement, instrument or other matter is valid and presently subsisting or binding against the Mortgagee.

[See attached]

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Exhibit A

SN EF MAVERICK, LLC
Dimmit, La Salle, Maverick, Webb, and Zavala Counties, TX Mortgage

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Exhibit A
Leases

Lease No.	Lessor	Lessee	Lease Date	Expiration Date	Book	Page	Instrument No.	County	State
T0463045	KOENNING, ROY ALLEN	EOG RESOURCES INC	2/10/2009	2/10/2014	999	837	239874	De Witt	TX
T0556038-001	VOTAW, LARRY, ET UX	CARRIZO EXPLORATION, INC	1/7/2002	7/7/2003	147	32	230	Dimmit	TX
T0556038-002	YANKE, FORREST HEMPHILL	CARRIZO EXPLORATION, INC	1/7/2002	7/7/2003	147	36	231	Dimmit	TX
T0556038-003	HEMPHILL, HARRIET	CARRIZO EXPLORATION, INC	1/7/2002	7/7/2003	147	40	232	Dimmit	TX
T0556038-004	L&HB PROPERTIES, LTD	CARRIZO EXPLORATION, INC	1/7/2002	7/7/2003	147	44	233	Dimmit	TX
T0556038-005	HEMPHILL, ROBERT W., JR.	CARRIZO EXPLORATION, INC	1/7/2002	7/7/2003	147	97	295	Dimmit	TX
T0616002-001	BRISCOE RANCH INC	EDWARD G VAUGHAN	12/1/2005	11/30/2010	329	138	7002	Dimmit	TX
T0616001-001	BRISCOE RANCH INC	EDWARD G VAUGHAN	12/1/2005	11/30/2010	329	394	7051	Dimmit	TX
T0619005	BRISCOE RANCH INC	ANADARKO E&P COMPANY LP	10/15/2005	10/15/2017	329	397	7052	Dimmit	TX
T0616001-002	MOODY FOUNDATION ET AL	EDWARD G VAUGHAN	12/1/2005	11/30/2010	329	484	7078	Dimmit	TX
T0616002-002	MOODY FOUNDATION ET AL	EDWARD G VAUGHAN	12/1/2005	11/30/2010	329	487	7079	Dimmit	TX
T0619003	BRISCOE RANCH INC	ANADARKO E&P COMPANY LP	10/15/2005	10/15/2017	335	276	8081	Dimmit	TX
T0616004	STATE OF TEXAS MF-107481 ET AL	ANADARKO E&P COMPANY LP	5/14/2007	5/14/2010	336	199	8251	Dimmit	TX
T0619002-001	BRISCOE RANCH INC	ANADARKO E&P COMPANY LP	10/15/2005	10/15/2017	338	617	8649	Dimmit	TX
T0620003-001	SOUTH SPUR LP	ANADARKO E&P COMPANY LP	3/6/2006	3/6/2018	343	325	9442	Dimmit	TX
T0616003-001	DIAMOND H RANCHES LIMITED PARTNERSHIP	ANADARKO E&P COMPANY LP	5/14/2007	5/14/2010	344	6	9540	Dimmit	TX
T0620001-001	ROGERS DENTONIO RANCH	ANADARKO E&P COMPANY LP	3/6/2006	3/6/2011	344	46	9545	Dimmit	TX
T0619006-001	DIANA M STUMBERG ET AL	ST MARY LAND AND EXPLORATION COMPANY	11/5/2008	11/4/2011	0354	0171	11322	Dimmit	TX
T0619004	BRISCOE RANCH INC	ANADARKO E&P COMPANY LP	3/1/2010	10/15/2017	0382	0013	14190	Dimmit	TX
T0619016-001	MARGARET WESCOE	ANADARKO E&P COMPANY LP	3/10/2010	3/10/2018	392	487	15992	Dimmit	TX
T0619016-002	BRANDON CHRISTOPHER WESCOE	ANADARKO E&P COMPANY LP	5/12/2010	5/12/2018	392	490	15993	Dimmit	TX
T0620020	BERNARD PREECE ET AL	ANADARKO E&P COMPANY LP	7/9/2010	7/9/2017	393	414	16173	Dimmit	TX
T0619016-003	SANDRA D WESCOE	ANADARKO E&P COMPANY LP	5/13/2010	5/13/2018	395	565	16572	Dimmit	TX
T0616007-001	TRIPLE B INVESTMENTS LLC	ANADARKO E&P COMPANY LP	11/26/2010	11/25/2016	401	548	17517	Dimmit	TX
T0619016-004	TRACI W MCDEVITT	ANADARKO E&P COMPANY LP	5/13/2010	5/13/2018	402	198	17629	Dimmit	TX
T0619007-001	EVELYN I METCALF	ANADARKO E&P COMPANY LP	9/23/2010	9/23/2015	402	201	17630	Dimmit	TX
T0619007-007	FRANK VANCE	ANADARKO E&P COMPANY LP	3/15/2011	3/15/2016	406	356	18321	Dimmit	TX
T0619007-012	HARRY VANCE JR	ANADARKO E&P COMPANY LP	3/15/2011	3/15/2016	406	360	18322	Dimmit	TX
T0619007-008	MARY RUTH RICE	ANADARKO E&P COMPANY LP	3/14/2011	3/14/2016	406	364	18323	Dimmit	TX
T0619007-011	LINDA KAY CARTER	ANADARKO E&P COMPANY LP	3/11/2011	3/11/2016	406	368	18324	Dimmit	TX

Exhibit A
Leases

T0619007-010	CAROL JEAN MAYFIELD	ANADARKO E&P COMPANY LP	3/14/2011	3/14/2016	406	372	18325	Dimmit	TX
T0619007-009	JACK JOHN METCALF	ANADARKO E&P COMPANY LP	3/9/2011	3/9/2016	406	376	18326	Dimmit	TX
T0619007-014	IRENE DETTEN LEWIS	ANADARKO E&P COMPANY LP	3/17/2011	3/17/2016	406	380	18327	Dimmit	TX
T0619007-002	GLEN RAY METCALF	ANADARKO E&P COMPANY LP	3/9/2011	3/9/2016	406	384	18328	Dimmit	TX
T0619007-003	ALICE KUEHLER	ANADARKO E&P COMPANY LP	3/17/2011	3/17/2016	406	388	18329	Dimmit	TX
T0619007-006	GLADYS LOOTEN	ANADARKO E&P COMPANY LP	3/17/2011	3/17/2016	406	392	18330	Dimmit	TX
T0619007-004	DONALD DETTEN	ANADARKO E&P COMPANY LP	3/16/2011	3/16/2016	406	396	18331	Dimmit	TX
T0619007-005	PAUL A DETTEN ET UX	ANADARKO E&P COMPANY LP	3/18/2011	3/18/2016	406	400	18332	Dimmit	TX
T0616007-002	EARLENE F BRENNER ET AL	ANADARKO E&P COMPANY LP	2/25/2011	2/25/2017	406	681	18405	Dimmit	TX
T0619007-018	RUTH KINCANNON	ANADARKO E&P COMPANY LP	3/16/2011	3/16/2016	406	732	18413	Dimmit	TX
T0619007-019	FRANCES ANN SINCLAIR	ANADARKO E&P COMPANY LP	3/18/2011	3/18/2016	406	736	18414	Dimmit	TX
T0619007-017	BLANCHE C KOETTING	ANADARKO E&P COMPANY LP	3/17/2011	3/17/2016	406	740	18415	Dimmit	TX
T0619007-013	PLUMA PETERSON	ANADARKO E&P COMPANY LP	3/16/2011	3/16/2016	406	744	18416	Dimmit	TX
T0619007-021	DORIS GABEL	ANADARKO E&P COMPANY LP	3/18/2011	3/18/2016	408	381	18687	Dimmit	TX
T0619007-015	ELIZABETH ANN METCALF	ANADARKO E&P COMPANY LP	3/14/2011	3/14/2016	408	385	18688	Dimmit	TX
T0619007-016	SAM METCALF	ANADARKO E&P COMPANY LP	3/16/2011	3/16/2016	408	389	18689	Dimmit	TX
T0619007-020	SAN JACINTO BAPTIST	ANADARKO E&P COMPANY LP	3/14/2011	3/14/2016	408	393	18690	Dimmit	TX
T0619002-002	BOY SCOUTS OF AMERICA	ANADARKO E&P COMPANY LP	4/30/2011	4/30/2016	0409	0226	18821	Dimmit	TX
T0619002-003	EPISCOPAL FOUNDATION OF TEXAS	ANADARKO E&P COMPANY LP	4/30/2011	4/30/2016	0409	0229	18822	Dimmit	TX
T0619002-004	SALVATION ARMY	ANADARKO E&P COMPANY LP	4/30/2011	4/30/2016	0409	0232	18823	Dimmit	TX
T0619018-004	JOHN QUIN BECKELHEIMER	ANADARKO E&P COMPANY LP	4/21/2011	4/21/2018	409	671	18879	Dimmit	TX
T0619018-003	CANDACE ALLEGRA CURRIE	ANADARKO E&P COMPANY LP	4/20/2011	4/20/2018	409	674	18880	Dimmit	TX
T0619018-002	TULLY R CURRIE	ANADARKO E&P COMPANY LP	4/21/2011	4/21/2018	409	677	18881	Dimmit	TX
T0619018-001	GENEVIEVE C GREEN	ANADARKO E&P COMPANY LP	4/21/2011	4/21/2018	409	680	18882	Dimmit	TX
T0619007-022	DAN METCALF	ANADARKO E&P COMPANY LP	3/16/2011	3/16/2016	0418	0148	19933	Dimmit	TX
T0619007-024	KATHY TERRY	ANADARKO E&P COMPANY LP	3/16/2011	3/16/2016	0418	0151	19934	Dimmit	TX
T0619007-023	BILL M VANCE	ANADARKO E&P COMPANY LP	3/15/2011	3/15/2016	0418	0154	19935	Dimmit	TX
T0619007-025	JUDY DETTEN TRUST	ANADARKO E&P COMPANY LP	9/22/2011	9/22/2016	422	387	20698	Dimmit	TX
T0619007-026	ANNA M WINK	ANADARKO E&P COMPANY LP	3/17/2011	3/17/2016	422	391	20699	Dimmit	TX
T0619007-027	SHARON DAUGHTERS	ANADARKO E&P COMPANY LP	7/26/2011	7/26/2016	425	695	21287	Dimmit	TX
T0619016-015	ALICE E WILSON A MINOR	ANADARKO E&P COMPANY LP	10/19/2011	10/19/2019	431	729	22230	Dimmit	TX
T0619016-014	CHERE MATLOCK	ANADARKO E&P COMPANY LP	10/19/2011	10/19/2018	431	737	22232	Dimmit	TX
T0619016-009	CHRISTOPHER D WILSON	ANADARKO E&P COMPANY LP	10/19/2011	10/19/2019	431	745	22234	Dimmit	TX
T0619016-012	CLARE A WILSON, A MINOR	ANADARKO E&P COMPANY LP	10/19/2011	10/19/2019	431	753	22236	Dimmit	TX
T0619016-005	ELIZABETH F ORTON	ANADARKO E&P COMPANY LP	10/19/2011	10/19/2019	431	761	22238	Dimmit	TX
T0619016-010	ELIZABETH TAZEWELL	ANADARKO E&P COMPANY LP	10/19/2011	10/19/2019	431	769	22240	Dimmit	TX
T0619016-011	MARK E WILSON	ANADARKO E&P COMPANY LP	10/19/2011	10/19/2019	431	777	22242	Dimmit	TX

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T0619016-013	MARTIN W WILSON, A MINOR	ANADARKO E&P COMPANY LP	10/19/2011	10/19/2019	431	785	22244	Dimmit	TX
T0619016-008	TYLER J WILSON	ANADARKO E&P COMPANY LP	10/19/2011	10/19/2019	431	793	22246	Dimmit	TX
T0619016-006	VICTORIA A WILSON A MINOR	ANADARKO E&P COMPANY LP	9/19/2011	9/19/2019	431	801	22248	Dimmit	TX
T0619016-007	VIRGINIA ORTON HUBBARD	ANADARKO E&P COMPANY LP	10/19/2011	10/19/2019	431	809	22250	Dimmit	TX
T0620006-004	WESLEY GATLIN JR	ANADARKO E&P COMPANY LP	12/8/2011	12/8/2017	432	475	22357	Dimmit	TX
T0620006-001	GREGORY FOWLER GATLIN	ANADARKO E&P COMPANY LP	12/8/2011	12/8/2017	432	480	22358	Dimmit	TX
T0620006-003	ANNE GATLIN BURKEL	ANADARKO E&P COMPANY LP	12/8/2011	12/8/2017	432	485	22359	Dimmit	TX
T0620006-002	SUSAN GATLIN KELLY	ANADARKO E&P COMPANY LP	12/8/2011	12/8/2017	432	490	22360	Dimmit	TX
T0620048	JOE S SHANNON	ANADARKO E&P COMPANY LP	6/25/2012	6/25/2018	453	535	25850	Dimmit	TX
T0620024	HARLOW ROYALTIES LTD	ANADARKO E&P COMPANY LP	10/4/2012	10/4/2018	457	45	26336	Dimmit	TX
T0620029	ROBERT LARRY WHELESS	ANADARKO E&P ONSHORE LLC	5/14/2013	5/14/2019	476	292	29148	Dimmit	TX
T0620033-001	ANIMAL HUMANE SOCIETY OF HENNEPIN C	ANADARKO E&P ONSHORE LLC	4/30/2013	4/30/2016	476	298	29150	Dimmit	TX
T0620030	LEONARD L BALL ET UX	ANADARKO E&P ONSHORE LLC	3/12/2013	3/12/2019	487	772	30808	Dimmit	TX
T0620003-003	JAMES ARTHUR MONSEN DANIELS	ANADARKO E&P ONSHORE LLC	7/25/2013	7/25/2018	496	194	31625	Dimmit	TX
T0620003-002	ELIZABETH L SEMMENS	ANADARKO E&P ONSHORE LLC	7/25/2013	7/25/2018	496	197	31626	Dimmit	TX
T0620003-004	SUSAN DANIELS SCHMITZ	ANADARKO E&P ONSHORE LLC	7/25/2013	7/25/2018	500	6	32007	Dimmit	TX
T0620039-037	NINA MEEKS	ANADARKO E&P ONSHORE LLC	6/5/2014	6/5/2019	517	817	34486	Dimmit	TX
T0620039-018	BARBARA B JONES	ANADARKO E&P ONSHORE LLC	5/27/2014	5/27/2019	517	821	34487	Dimmit	TX
T0620039-036	TOM CLIFTON	ANADARKO E&P ONSHORE LLC	6/5/2014	6/5/2019	517	825	34488	Dimmit	TX
T0620039-010	EDWARD ROBERSON	ANADARKO E&P ONSHORE LLC	5/15/2014	5/15/2019	517	829	34489	Dimmit	TX
T0620039-022	PAMELA J HIRSCH	ANADARKO E&P ONSHORE LLC	5/27/2014	5/27/2019	517	833	34490	Dimmit	TX
T0620039-002	BETTE ROBY	ANADARKO E&P ONSHORE LLC	5/21/2014	5/21/2019	517	837	34491	Dimmit	TX
T0620039-012	ARTHUR BROWN	ANADARKO E&P ONSHORE LLC	5/19/2014	5/19/2019	518	1	34492	Dimmit	TX
T0620039-011	DOUGLAS B ROBERSON	ANADARKO E&P ONSHORE LLC	5/8/2014	5/8/2019	518	5	34493	Dimmit	TX

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T0620039-001	JOHN L ROBERTSON JR	ANADARKO E&P ONSHORE LLC	5/20/2014	5/20/2019	518	9	34494	Dimmit	TX
T0620039-045	DELIA A SMITH	ANADARKO E&P ONSHORE LLC	7/1/2014	7/1/2019	519	479	34715	Dimmit	TX
T0620039-030	MELISSA G SMITH	ANADARKO E&P ONSHORE LLC	6/23/2014	6/23/2019	519	483	34716	Dimmit	TX
T0620039-035	LINDA DIANNE SMITH	ANADARKO E&P ONSHORE LLC	6/18/2014	6/18/2019	519	487	34717	Dimmit	TX
T0620039-032	JAMES MARSHAL BRIDGES	ANADARKO E&P ONSHORE LLC	6/23/2014	6/23/2019	519	491	34718	Dimmit	TX
T0620039-019	SARA B INNMON	ANADARKO E&P ONSHORE LLC	6/12/2014	6/12/2019	519	495	34719	Dimmit	TX
T0620039-031	MONTY LLOYD BRIDGES	ANADARKO E&P ONSHORE LLC	6/23/2014	6/23/2019	519	499	34720	Dimmit	TX
T0620039-023	LARRY RICHARD JONES	ANADARKO E&P ONSHORE LLC	6/9/2014	6/9/2019	519	503	34721	Dimmit	TX
T0620039-046	GEORGE DWIGHT CLIFTON	ANADARKO E&P ONSHORE LLC	6/9/2014	6/9/2019	519	507	34722	Dimmit	TX
T0620039-028	CHRISTINE ANN FIRTH	ANADARKO E&P ONSHORE LLC	7/1/2014	7/1/2019	519	514	34724	Dimmit	TX
T0620039-003	LINDA ROBINSON-KELLY	ANADARKO E&P ONSHORE LLC	6/19/2014	6/19/2019	523	492	35222	Dimmit	TX
T0620039-025	CARLON ARTHUR CLEMENTS	ANADARKO E&P ONSHORE LLC	6/26/2014	6/26/2019	523	496	35223	Dimmit	TX
T0620039-008	RICHARD JOSEPH ROBERSON JR	ANADARKO E&P ONSHORE LLC	7/15/2014	7/15/2019	523	500	35224	Dimmit	TX
T0620039-004	JAMES M ROBINSON	ANADARKO E&P ONSHORE LLC	7/3/2014	7/3/2019	525	90	35423	Dimmit	TX
T0620039-014	RODGER OLSON	ANADARKO E&P ONSHORE LLC	7/21/2014	7/21/2019	525	356	35475	Dimmit	TX
T0620039-029	HEATHER TALCOTT	ANADARKO E&P ONSHORE LLC	7/3/2014	7/3/2019	525	360	35476	Dimmit	TX
T0620039-009	JAMES C CANTRELL JR	ANADARKO E&P ONSHORE LLC	8/6/2014	8/6/2019	525	364	35477	Dimmit	TX
T0620039-024	KEVIN LEE TUCKER	ANADARKO E&P ONSHORE LLC	7/21/2014	7/21/2019	525	368	35478	Dimmit	TX
T0620039-005	SYLVIA A HAWKINS	ANADARKO E&P ONSHORE LLC	6/16/2014	6/16/2019	527	28	35705	Dimmit	TX
T0620039-013	FLAKE DIANE BARBER	ANADARKO E&P ONSHORE LLC	8/4/2014	8/4/2019	527	32	35706	Dimmit	TX

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T0620039-006	CHRISTINE GLAVIN	ANADARKO E&P ONSHORE LLC	8/6/2014	8/6/2019	527	36	35707	Dimmit	TX
T0620039-021	KARI BRAUNE	ANADARKO E&P ONSHORE LLC	6/26/2014	6/26/2019	527	40	35708	Dimmit	TX
T0620039-043	SUE BISHOP	ANADARKO E&P ONSHORE LLC	10/20/2014	10/20/2019	530	728	36336	Dimmit	TX
T0620039-020	THOMAS W JONES	ANADARKO E&P ONSHORE LLC	10/28/2014	10/28/2019	530	731	36337	Dimmit	TX
T0620039-041	PEGGY NUETZMAN	ANADARKO E&P ONSHORE LLC	10/7/2014	10/7/2019	530	734	36338	Dimmit	TX
T0620039-040	WILLIAM GERALD GUTHRIE JR	ANADARKO E&P ONSHORE LLC	10/2/2014	10/2/2019	530	737	36339	Dimmit	TX
T0620039-027	ROBERT D CLEMENTS	ANADARKO E&P ONSHORE LLC	10/8/2014	10/8/2019	530	740	36340	Dimmit	TX
T0620039-026	REAVIS EDWARD CLEMENTS	ANADARKO E&P ONSHORE LLC	10/7/2014	10/7/2019	530	743	36341	Dimmit	TX
T0620039-042	LINDA MAGERS	ANADARKO E&P ONSHORE LLC	10/14/2014	10/14/2019	530	746	36342	Dimmit	TX
T0620039-007	WELDON L KNIGHT	ANADARKO E&P ONSHORE LLC	10/29/2014	10/29/2019	532	751	36646	Dimmit	TX
T0620039-039	TAMMIE PRACHYL	ANADARKO E&P ONSHORE LLC	11/6/2014	11/6/2019	534	307	36856	Dimmit	TX
T0620039-038	TERRY GRISSO	ANADARKO E&P ONSHORE LLC	12/4/2014	12/4/2019	534	310	36857	Dimmit	TX
T0620033-002	AMFAR THE FOUNDATION FOR AIDS RESEARCH	ANADARKO E&P ONSHORE LLC	11/12/2014	11/12/2017	534	313	36858	Dimmit	TX
T0620039-015	WESLEY E BANKSTON	ANADARKO E&P ONSHORE LLC	2/4/2015	2/4/2020	539	360	37658	Dimmit	TX
T0620039-016	CLARA FAY CUZZORT FAVREAU	ANADARKO E&P ONSHORE LLC	2/9/2015	2/9/2020	539	363	37659	Dimmit	TX
T0620039-044	RONNIE GUTHRIE	ANADARKO E&P ONSHORE LLC	2/23/2015	2/23/2020	539	366	37660	Dimmit	TX
T0620039-034	DENISE SUTTON	ANADARKO E&P ONSHORE LLC	10/7/2014	10/7/2019	542	217	38039	Dimmit	TX
T0620039-033	DELIA DAUGHERITY	ANADARKO E&P ONSHORE LLC	10/7/2014	10/7/2019	542	220	38040	Dimmit	TX
T0619007-028	DANNY WAYNE CHISUM, JR., ET AL	ANADARKO E&P ONSHORE LLC	2/5/2015	2/5/2018	542	279	38053	Dimmit	TX
T0619007-029	DANIEL JOSEPH BYRD F/K/A HERBERT ES	ANADARKO E&P ONSHORE LLC	7/9/2015	7/9/2018	551	752	39233	Dimmit	TX

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T0620039-017	SANDRA SVITEK	ANADARKO E&P ONSHORE LLC	11/6/2014	11/6/2019	556	592	39853	Dimmit	TX
T0554003-001	NELSON, THEODORE J., II	SN COTULLA ASSETS, LLC.	12/21/2015	12/21/2018	0562	0582	40744	Dimmit	TX
T0554009	BAY-MOR MINERALS, LTD	SN COTULLA ASSETS, LLC.	1/5/2016	1/5/2019	565	79	41057	Dimmit	TX
T0556032-021	HEINZMANN, BEVERLY J.	L & J EXPLORATION, LLC	5/2/2016	5/2/2022	0571	0121	41898	Dimmit	TX
T0556032-022	ALLEN, BARBARA L.	L & J EXPLORATION, LLC	5/2/2016	5/2/2022	0571	0123	41899	Dimmit	TX
T0556032-020	BURNS, JOHN R.	L & J EXPLORATION, LLC	5/2/2016	5/2/2022	0571	0125	41900	Dimmit	TX
T0556032-003	VOTAW, LARRY FRANKLIN, ET UX	SN COTULLA ASSETS, LLC	6/2/2016	6/2/2019	573	271	42160	Dimmit	TX
T0556032-002	VOTAW, LARRY FRANKLIN	SN COTULLA ASSETS, LLC	6/2/2016	6/2/2019	573	280	42162	Dimmit	TX
T0556032-005	HEMPHILL, HARRIET	SN COTULLA ASSETS, LLC	7/19/2016	7/19/2021	576	287	42507	Dimmit	TX
T0556032-006	HEMPHILL, ROBERT, JR.	SN COTULLA ASSETS, LLC	7/19/2016	7/19/2021	576	289	42508	Dimmit	TX
T0556032-007	L & HB PROPERTIES, LTD.	SN COTULLA ASSETS, LLC	7/27/2016	7/27/2021	576	491	42558	Dimmit	TX
T0556032-023	COHEN, BETTY JANE	EAGLE FORD MINERALS, LLC	1/26/2015	1/26/2020	577	116	42623	Dimmit	TX
T0556032-008	CANTRELL, W. KEITH	SN COTULLA ASSETS, LLC	8/15/2016	8/15/2019	577	162	42637	Dimmit	TX
T0556052-025	NICHOL, THERESA MARIE	SN COTULLA ASSETS, LLC	11/22/2016	11/22/2021	584	231	43588	Dimmit	TX
T0556052-024	GRAY, DEBORAH GARNETT	SN COTULLA ASSETS, LLC	11/21/2016	11/21/2021	584	519	43644	Dimmit	TX
T0556052-027	PFUFER, MARY DONNA	SN COTULLA ASSETS, LLC	12/12/2016	12/12/2021	584	834	43723	Dimmit	TX
T0556052-026	WINEGARDNER, MADONNA M.	SN COTULLA ASSETS, LLC	12/14/2016	12/14/2021	584	835	43724	Dimmit	TX
T0620039-047	CARDWELL, KIM	ANADARKO E&P ONSHORE LLC	12/8/2014	12/8/2019	586	457	43897	Dimmit	TX
T0556032-016	BLAIRBAX ENERGY, LLC	SN COTULLA ASSETS, LLC	11/17/2016	11/17/2019	586	540	43918	Dimmit	TX
T0556032-017	BAXSTO, LLC	SN COTULLA ASSETS, LLC	11/17/2016	11/17/2019	586	544	43919	Dimmit	TX
T0556032-018	BUFFY ENERGY, LLC	SN COTULLA ASSETS, LLC	11/17/2016	11/17/2019	586	548	43920	Dimmit	TX
T0556032-031	MARIO GARCIA AS RECEIVER	L & J EXPLORATION, L.L.C.	2/7/2017	2/7/2023	590	581	44268	Dimmit	TX
T0615001	HARRISON INTERESTS, LTD.	P RANCH WORKING INTEREST, LLC	5/12/2010	5/12/2015	2943	294	1072987	Dimmit	TX
T0474008-001	SHACKELFORD, WILLIAM C., ET AL	SN COTULLA ASSETS, LLC	10/7/2014	10/7/2017	169	925	0142076	Frio	TX
T0474010	BANRICH, INC.	SN COTULLA ASSETS, LLC	11/6/2014	11/6/2017	179	673	0143195	Frio	TX
T0474011-001	ROCKIN S FLP, LTD	SN COTULLA ASSETS, LLC	1/25/2016	1/25/2019	198	904	0145972	Frio	TX
T0474005	HAUSSER, ROBERT JR, ET AL	SEP HOLDINGS II LLC	6/7/2010	6/6/2013	314	128	0126770	Frio	TX
T0463006	SANDIES CREEK, LTD.	SEP HOLDINGS II LLC	8/25/2008	8/25/2013	989	129	237573	Gonzales	TX
T0463003	PILGRIM LAKE, LTD.	SEP HOLDINGS II LLC	8/25/2008	8/25/2013	989	143	237576	Gonzales	TX
T0463003-004	SIMPSON, LYNNE MARIE RASCHKE	THOMAS W SCHLEIER	9/20/2010	9/20/2015	1044	280	249249	Gonzales	TX
T0463003-003	MCCASKILL, DONNA JAN	THOMAS W SCHLEIER	9/20/2010	9/20/2015	1044	283	249250	Gonzales	TX
T0463003-002	HANDLER, SYLVIA ANN	THOMAS W SCHLEIER	9/20/2010	9/20/2015	1044	286	249251	Gonzales	TX

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T0463003-005	ROGER D. KRAUSE FAMILY PARTNERSHIP	MARATHON OIL EF LLC	5/21/2012	5/21/2017	1098	093	0260455	Gonzales	TX
T0463003-006	ESTATE OF WILLIAM A KRAUSE, DECEASED	MARATHON OIL EF LLC	6/19/2012	6/19/2017	1098	098	0260456	Gonzales	TX
T0463003-008	BRY, MARVIN	MARATHON OIL EF LLC	5/16/2012	5/16/2017	1098	103	0260457	Gonzales	TX
T0463003-009	RUTSTEIN, JUDY BRY	MARATHON OIL EF LLC	5/16/2012	5/16/2017	1098	108	0260458	Gonzales	TX
T0463003-007	WEINBERG, CAROLYN JUDITH ALPERT	MARATHON OIL EF LLC	5/24/2012	5/24/2017	1100	060	0261150	Gonzales	TX
T0616002	BRISCOE RANCH INC	EDWARD G VAUGHAN	12/1/2005	11/30/2010	460	230	79159	LaSalle	TX
T0616002-002	MOODY FOUNDATION ET AL	EDWARD G VAUGHAN	12/1/2005	11/30/2010	460	233	79160	LaSalle	TX
T0626002	BRISCOE RANCH INC	EDWARD G VAUGHAN	3/6/2006	10/15/2017	2435	504	977956	Webb	TX
T0615004	STATE OF TEXAS MF-113861	SWEPI, LP	3/6/2012	3/6/2015	3235	782	1129402	Webb	TX
T0552003	HOLDSWORTH MINERALS, LP	EXCO OPERATING COMPANY, L.P.	5/31/2015	5/31/2018	373	578	91267	Zavala	TX
T0552004	HOLDSWORTH, JOHN B., ET AL	EXCO OPERATING COMPANY, LP	5/31/2015	5/31/2018	373	584	91268	Zavala	TX
T0462089-001	HARGIS VENTURES, LLC	SN COTULLA ASSETS, LLC	7/20/2015	7/20/2018	0376	0300	091601	Zavala	TX

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Wells

WELL NAME	COUNTY	STATE	API
BANRICH 01H	FRIO	TEXAS	42-163-33949
BARNHART 33H	GONZALES	TEXAS	42-177-33620
BARNHART 34H	GONZALES	TEXAS	42-177-33621
BARNHART 35H	GONZALES	TEXAS	42-177-33619
BARNHART 36H	GONZALES	TEXAS	42-177-33618
BARNHART 48H	GONZALES	TEXAS	
BARNHART 49H	GONZALES	TEXAS	
BARNHART 63H	GONZALES	TEXAS	
BARNHART 64H	GONZALES	TEXAS	
BARNHART 65H	GONZALES	TEXAS	
BARNHART 66H	GONZALES	TEXAS	
BARNHART 67H	GONZALES	TEXAS	
BARNHART 68H	GONZALES	TEXAS	
BARNHART 69H	GONZALES	TEXAS	
BARNHART C 05H	GONZALES	TEXAS	
BARNHART C 06H	GONZALES	TEXAS	
BARNHART G 01H	GONZALES	TEXAS	42-177-33731
BARNHART G 02H	GONZALES	TEXAS	42-177-33732
BARNHART G 03H	GONZALES	TEXAS	42-177-33733
BARNHART G 04H	GONZALES	TEXAS	42-177-33734
BARNHART G 06H	GONZALES	TEXAS	42-177-33740
BARNHART G 07H	GONZALES	TEXAS	42-177-33741
BARNHART G 08H	GONZALES	TEXAS	
BRISCOE CARLA RANCH 13HA	DIMMIT	TEXAS	42-127-37628
BRISCOE CARLA RANCH UNIT A 01H	DIMMIT	TEXAS	42-127-36445
BRISCOE CARLA RANCH UNIT A 02H	DIMMIT	TEXAS	42-127-36446
BRISCOE CARLA RANCH UNIT A 03H	DIMMIT	TEXAS	42-127-36447
BRISCOE CARLA RANCH UNIT A 04H	DIMMIT	TEXAS	42-127-36450
BRISCOE CARLA RANCH UNIT A 05H	DIMMIT	TEXAS	42-127-36449
BRISCOE CARLA RANCH UNIT B 01H	DIMMIT	TEXAS	42-127-36464
BRISCOE CARLA RANCH UNIT B 02H	DIMMIT	TEXAS	42-127-36465
BRISCOE CARLA RANCH UNIT B 03H	DIMMIT	TEXAS	42-127-36466
BRISCOE CARLA RANCH UNIT B 04H	DIMMIT	TEXAS	42-127-36468
BRISCOE CARLA RANCH UNIT B 05H	DIMMIT	TEXAS	42-127-36467
BRISCOE CARLA RANCH UNIT B 06H	DIMMIT	TEXAS	42-127-36469
BRISCOE CARLA RANCH UNIT B 07H	DIMMIT	TEXAS	42-127-36470
BRISCOE CATARINA NORTH 104H	DIMMIT	TEXAS	42-127-36819
BRISCOE CATARINA NORTH 105H	DIMMIT	TEXAS	42-127-36820
BRISCOE CATARINA NORTH 106H	DIMMIT	TEXAS	42-127-36810
BRISCOE CATARINA NORTH 107H	DIMMIT	TEXAS	42-127-36809
BRISCOE CATARINA NORTH 108H	DIMMIT	TEXAS	42-127-36811
BRISCOE CATARINA NORTH 109H	DIMMIT	TEXAS	42-127-36812
BRISCOE CATARINA NORTH 113H	DIMMIT	TEXAS	42-127-36816
BRISCOE CATARINA NORTH 114H	DIMMIT	TEXAS	42-127-36817
BRISCOE CATARINA NORTH 115H	DIMMIT	TEXAS	42-127-36818
BRISCOE CATARINA NORTH 117H	DIMMIT	TEXAS	42-127-36822
BRISCOE CATARINA NORTH 120H	DIMMIT	TEXAS	42-127-36828
BRISCOE CATARINA NORTH 122H	DIMMIT	TEXAS	42-127-36829
BRISCOE CATARINA NORTH 124H	DIMMIT	TEXAS	42-127-36831
BRISCOE CATARINA NORTH 127H	DIMMIT	TEXAS	42-127-36834
BRISCOE CATARINA NORTH 131H	DIMMIT	TEXAS	42-127-36865
BRISCOE CATARINA SOUTH 22HS	DIMMIT	TEXAS	42-127-37486

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BRISCOE CATARINA SOUTH 22HT	DIMMIT	TEXAS	42-127-37487
BRISCOE CATARINA SOUTH 22HU	DIMMIT	TEXAS	42-127-37493
BRISCOE CATARINA SOUTH 22HV	DIMMIT	TEXAS	42-127-37494
BRISCOE CATARINA SOUTH 22HW	DIMMIT	TEXAS	42-127-37495
BRISCOE CATARINA SOUTH 22HX	DIMMIT	TEXAS	42-127-37496
BRISCOE CATARINA SOUTH 22HY	DIMMIT	TEXAS	42-127-37497
BRISCOE CATARINA SOUTH 22HZ	DIMMIT	TEXAS	42-127-37498
BRISCOE CATARINA SOUTH 23HR	DIMMIT	TEXAS	42-127-37515
BRISCOE CATARINA SOUTH 23HS	DIMMIT	TEXAS	42-127-37517
BRISCOE CATARINA SOUTH 23HT	DIMMIT	TEXAS	42-127-37518
BRISCOE CATARINA SOUTH 23HU	DIMMIT	TEXAS	42-127-37519
BRISCOE CATARINA SOUTH 23HV	DIMMIT	TEXAS	42-127-37520
BRISCOE CATARINA SOUTH 23HW	DIMMIT	TEXAS	42-127-37521
BRISCOE CATARINA SOUTH 23HX	DIMMIT	TEXAS	42-127-37522
BRISCOE CATARINA SOUTH 23HY	DIMMIT	TEXAS	42-127-37523
BRISCOE CATARINA SOUTH 23HZ	DIMMIT	TEXAS	42-127-37524
BRISCOE CATARINA WEST 01HV	DIMMIT	TEXAS	42-127-37672
BRISCOE CATARINA WEST 83H	DIMMIT	TEXAS	42-127-36874
BRISCOE CATARINA WEST 84H	DIMMIT	TEXAS	42-127-36875
BRISCOE CATARINA WEST 85H	DIMMIT	TEXAS	42-127-36876
BRISCOE CATARINA WEST 86H	DIMMIT	TEXAS	42-127-36877
BRISCOE CATARINA WEST 87H	DIMMIT	TEXAS	42-127-36878
BRISCOE CATARINA WEST 88H	DIMMIT	TEXAS	42-127-36879
BRISCOE CATARINA WEST 89H	DIMMIT	TEXAS	42-127-36880
BRISCOE CATARINA WEST 91H	DIMMIT	TEXAS	42-127-36882
BRISCOE CATARINA WEST 92H	DIMMIT	TEXAS	42-127-36883
BRISCOE CATARINA WEST 94H	DIMMIT	TEXAS	42-127-36886
BRISCOE CATARINA WEST 97H	DIMMIT	TEXAS	42-127-36888
BRISCOE CHUPADERA RANCH 03HA	WEBB	TEXAS	42-479-43761
BRISCOE CHUPADERA RANCH 03HB	WEBB	TEXAS	42-479-43762
BRISCOE CHUPADERA RANCH 03HC	WEBB	TEXAS	42-479-43763
BRISCOE CHUPADERA RANCH 03HD	WEBB	TEXAS	42-479-43764
BRISCOE COCHINA EAST RANCH 09DR	DIMMIT	TEXAS	42-127-37537
BRISCOE COCHINA EAST RANCH 09HE	DIMMIT	TEXAS	42-127-37536
BRISCOE COCHINA EAST RANCH 09HF	DIMMIT	TEXAS	42-127-37538
BRISCOE COCHINA EAST RANCH 09HX	DIMMIT	TEXAS	42-127-37539
BRISCOE COCHINA EAST RANCH 09HY	DIMMIT	TEXAS	42-127-37542
BRISCOE COCHINA EAST RANCH 09HZ	DIMMIT	TEXAS	42-127-37544
BRISCOE COCHINA EAST RANCH 133H	DIMMIT	TEXAS	42-283-34859
BRISCOE COCHINA EAST RANCH 136H	DIMMIT	TEXAS	42-283-34862
BRISCOE COCHINA EAST RANCH 137H	DIMMIT	TEXAS	42-283-34863
BRISCOE COCHINA EAST RANCH 138H	DIMMIT	TEXAS	42-283-34864
BRISCOE COCHINA EAST RANCH 139H	DIMMIT	TEXAS	42-283-34865
BRISCOE COCHINA EAST RANCH 144H	LASALLE	TEXAS	42-283-34870
BRISCOE COCHINA EAST RANCH 145HR	DIMMIT	TEXAS	42-283-35149
BRISCOE COCHINA EAST RANCH 147H	DIMMIT	TEXAS	42-283-34873
BRISCOE COCHINA EAST RANCH 57HB	DIMMIT	TEXAS	42-127-37616
BRISCOE COCHINA EAST RANCH 57HD	DIMMIT	TEXAS	42-127-37618
BRISCOE COCHINA WEST RANCH 06HV	DIMMIT	TEXAS	42-127-37470
BRISCOE COCHINA WEST RANCH 06HW	DIMMIT	TEXAS	42-127-37471
BRISCOE COCHINA WEST RANCH 06HX	DIMMIT	TEXAS	42-127-37472
BRISCOE COCHINA WEST RANCH 06HY	DIMMIT	TEXAS	42-127-37473
BRISCOE COCHINA WEST RANCH 06HZ	DIMMIT	TEXAS	42-127-37474
BRISCOE COCHINA WEST RANCH 08H	DIMMIT	TEXAS	42-127-34821

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BRISCOE COCHINA WEST RANCH 09H	DIMMIT	TEXAS	42-127-34826
BRISCOE COCHINA WEST RANCH 100H	DIMMIT	TEXAS	42-127-36330
BRISCOE COCHINA WEST RANCH 10H	DIMMIT	TEXAS	42-127-34822
BRISCOE COCHINA WEST RANCH 13H	DIMMIT	TEXAS	42-127-34823
BRISCOE COCHINA WEST RANCH 14H	DIMMIT	TEXAS	42-127-34825
BRISCOE COCHINA WEST RANCH 15H	DIMMIT	TEXAS	42-127-34824
BRISCOE COCHINA WEST RANCH 31H	DIMMIT	TEXAS	42-127-34882
BRISCOE COCHINA WEST RANCH 32H	DIMMIT	TEXAS	42-127-34883
BRISCOE COCHINA WEST RANCH 33H	DIMMIT	TEXAS	42-127-34889
BRISCOE COCHINA WEST RANCH 34H	DIMMIT	TEXAS	42-127-34884
BRISCOE COCHINA WEST RANCH 35H	DIMMIT	TEXAS	42-127-34885
BRISCOE COCHINA WEST RANCH 36H	DIMMIT	TEXAS	42-127-35038
BRISCOE COCHINA WEST RANCH 37H	DIMMIT	TEXAS	42-127-35039
BRISCOE COCHINA WEST RANCH 38H	DIMMIT	TEXAS	42-127-35041
BRISCOE COCHINA WEST RANCH 45H	DIMMIT	TEXAS	42-127-35042
BRISCOE COCHINA WEST RANCH 46H	DIMMIT	TEXAS	42-127-35492
BRISCOE COCHINA WEST RANCH 78H	DIMMIT	TEXAS	42-127-36250
BRISCOE COCHINA WEST RANCH 79H	DIMMIT	TEXAS	42-127-36253
BRISCOE COCHINA WEST RANCH 80H	DIMMIT	TEXAS	42-127-36254
BRISCOE COCHINA WEST RANCH 81H	DIMMIT	TEXAS	42-127-36255
BRISCOE COCHINA WEST RANCH 82H	DIMMIT	TEXAS	42-127-36256
BRISCOE COCHINA WEST RANCH 83H	DIMMIT	TEXAS	42-127-36257
BRISCOE COCHINA WEST RANCH 84H	DIMMIT	TEXAS	42-127-36258
BRISCOE COCHINA WEST RANCH 85H	DIMMIT	TEXAS	42-127-36259
BRISCOE COCHINA WEST RANCH 86H	DIMMIT	TEXAS	42-127-36260
BRISCOE COCHINA WEST RANCH 87H	DIMMIT	TEXAS	42-127-36261
BRISCOE COCHINA WEST RANCH 96H	DIMMIT	TEXAS	42-127-36326
BRISCOE COCHINA WEST RANCH 97H	DIMMIT	TEXAS	42-127-36327
BRISCOE COCHINA WEST RANCH 98H	DIMMIT	TEXAS	42-127-36328
BRISCOE COCHINA WEST RANCH 99H	DIMMIT	TEXAS	42-127-36329
BRISCOE METCALF UNIT 01HU	DIMMIT	TEXAS	42-127-37610
BRISCOE METCALF UNIT 01HW	DIMMIT	TEXAS	42-127-37613
BRISCOE METCALF UNIT 01HY	DIMMIT	TEXAS	42-127-37599
BRISCOE METCALF UNIT 02HW	DIMMIT	TEXAS	42-127-37603
BRISCOE METCALF UNIT 02HY	DIMMIT	TEXAS	42-127-37607
CARLA SOUTH SPUR UNIT A 01H	DIMMIT	TEXAS	42-127-36476
CARLA SOUTH SPUR UNIT A 02H	DIMMIT	TEXAS	42-127-36480
CARLA SOUTH SPUR UNIT A 03H	DIMMIT	TEXAS	42-127-36481
DIAMOND H STATE UNIT A 01HT	DIMMIT	TEXAS	42-127-37621
DIAMOND H STATE UNIT A 01HV	DIMMIT	TEXAS	42-127-37562
DIAMOND H STATE UNIT A 01HW	DIMMIT	TEXAS	42-127-37563
DIAMOND H STATE UNIT A 01HY	DIMMIT	TEXAS	42-127-37565
DIAMOND H STATE UNIT A 01HZ	DIMMIT	TEXAS	42-127-37566
DIAMOND H STATE UNIT B 05H	DIMMIT	TEXAS	42-127-37081
DIAMOND H STATE UNIT B 07H	DIMMIT	TEXAS	42-127-37083
HARGIS 01H	ZAVALA	TEXAS	42-507-33263
HARGIS 02H	ZAVALA	TEXAS	42-507-33264
HAUSSER 01H	FRIO	TEXAS	42-163-33710
HAUSSER 02H	FRIO	TEXAS	42-163-33841
HAUSSER 03H	FRIO	TEXAS	42-163-33848
HAUSSER A 01H	FRIO	TEXAS	42-163-33987
HAUSSER A 02H	FRIO	TEXAS	42-163-33988
HAUSSER B 01H	FRIO	TEXAS	42-163-33993
HAUSSER B 03H	FRIO	TEXAS	42-163-33994

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HAUSSER B 04H	FRIO	TEXAS	42-163-33995
HAUSSER C 01H	FRIO	TEXAS	42-163-33989
HAUSSER C 02H	FRIO	TEXAS	42-163-33990
HAUSSER C 03H	FRIO	TEXAS	42-163-33991
HAUSSER C 04H	FRIO	TEXAS	42-163-33992
HAUSSER D 01H	FRIO	TEXAS	42-163-33944
HAUSSER D 02H	FRIO	TEXAS	42-163-33945
HAUSSER D 03H	FRIO	TEXAS	42-163-33946
HAUSSER D 04H	FRIO	TEXAS	42-163-33947
HAUSSER E 01H	FRIO	TEXAS	42-163-34034
HAUSSER E 02H	FRIO	TEXAS	42-163-34035
HAUSSER F 01H	FRIO	TEXAS	42-163-34047
HAUSSER F 02H	FRIO	TEXAS	42-163-34048
HAUSSER F 03H	FRIO	TEXAS	42-163-34049
HAUSSER F 04H	FRIO	TEXAS	42-163-34050
HAUSSER G 03H	FRIO	TEXAS	42-163-34051
HAUSSER G 04H	FRIO	TEXAS	42-163-34052
HAUSSER H 01H	FRIO	TEXAS	42-163-34044
HAUSSER H 02H	FRIO	TEXAS	42-163-34045
HAUSSER H 03H	FRIO	TEXAS	42-163-34053
HAUSSER H 04H	FRIO	TEXAS	42-163-34046
HAUSSER I 01H	FRIO	TEXAS	42-163-34054
HAUSSER I 02H	FRIO	TEXAS	42-163-34055
HAUSSER I 03H	FRIO	TEXAS	42-163-34056
HAUSSER I 04H	FRIO	TEXAS	42-163-34057
HAUSSER J 01H	FRIO	TEXAS	42-163-34036
HAUSSER J 02H	FRIO	TEXAS	42-163-34037
HAUSSER J 03H	FRIO	TEXAS	42-163-34041
HAUSSER J 04H	FRIO	TEXAS	42-163-34038
HAUSSER K 01H	FRIO	TEXAS	42-163-34027
HAUSSER K 02H	FRIO	TEXAS	42-163-34028
HAUSSER K 03H	FRIO	TEXAS	42-163-34022
HAUSSER K 04H	FRIO	TEXAS	42-163-34023
HAUSSER L 01H	FRIO	TEXAS	42-163-34024
HAUSSER L 02H	FRIO	TEXAS	42-163-34025
HAUSSER L 03H	FRIO	TEXAS	42-163-34026
HOLDSWORTH UNIT A 01HW	ZAVALA	TEXAS	42-507-33271
HOLDSWORTH UNIT A 01HX	ZAVALA	TEXAS	42-507-33272
HOLDSWORTH UNIT A 01HY	ZAVALA	TEXAS	42-507-33273
HOLDSWORTH UNIT B 01HZ	ZAVALA	TEXAS	42-507-33274
JOHN HOLDSWORTH UNIT ZAV 01H-B	ZAVALA	TEXAS	42-507-33252
LARS UNIT 02H	GONZALES	TEXAS	42-177-33769
LARS UNIT 04H	GONZALES	TEXAS	42-177-33771
LARS UNIT 05H	GONZALES	TEXAS	42-177-33770
NC PUD 02 (PILONCILLO A 7HJ)	DIMMIT	TEXAS	4212736564
NC PUD 03	DIMMIT	TEXAS	#N/A
NC PUD 04	DIMMIT	TEXAS	#N/A
NC PUD 05 (PILONCILLO A 7HF)	DIMMIT	TEXAS	4212736563
NC PUD 06	DIMMIT	TEXAS	#N/A
NC PUD 07	DIMMIT	TEXAS	#N/A
NC PUD 08	DIMMIT	TEXAS	#N/A
NC PUD 09	DIMMIT	TEXAS	#N/A
NC PUD 10	DIMMIT	TEXAS	#N/A
NC PUD 11	DIMMIT	TEXAS	#N/A

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NC PUD 12	DIMMIT	TEXAS	#N/A
NC PUD 13	DIMMIT	TEXAS	#N/A
NC PUD 14	DIMMIT	TEXAS	#N/A
NC PUD 15	DIMMIT	TEXAS	#N/A
NC PUD 16	DIMMIT	TEXAS	#N/A
NC PUD 17	DIMMIT	TEXAS	#N/A
NC PUD 18	DIMMIT	TEXAS	#N/A
NC PUD 19	DIMMIT	TEXAS	#N/A
NC PUD 20	DIMMIT	TEXAS	#N/A
NC PUD 21	DIMMIT	TEXAS	#N/A
NC PUD 22	DIMMIT	TEXAS	#N/A
NELSON A 01H	DIMMIT	TEXAS	42-127-37270
NELSON A 02H	DIMMIT	TEXAS	42-127-37269
NORTH_EAST	DIMMIT	TEXAS	#N/A
NORTH_EAST	DIMMIT	TEXAS	#N/A
NORTH_EAST	DIMMIT	TEXAS	#N/A
NORTH_EAST	DIMMIT	TEXAS	#N/A
NORTH_EAST	DIMMIT	TEXAS	#N/A
NORTH_EAST	DIMMIT	TEXAS	#N/A
NORTH_EAST	DIMMIT	TEXAS	#N/A
NORTH_EAST	DIMMIT	TEXAS	#N/A
NORTH_EAST	DIMMIT	TEXAS	#N/A
NORTH_EAST	DIMMIT	TEXAS	#N/A
NORTH_EAST	DIMMIT	TEXAS	#N/A
NORTH_EAST	DIMMIT	TEXAS	#N/A
NW INFILL 04	DIMMIT	TEXAS	#N/A
PILONCILLO A 01HX	DIMMIT	TEXAS	42-127-37058
PILONCILLO A 01HY	DIMMIT	TEXAS	42-127-37059
PILONCILLO A 01HZ	DIMMIT	TEXAS	42-127-37060
PILONCILLO A 02H	DIMMIT	TEXAS	42-127-33766
PILONCILLO A 02HX	DIMMIT	TEXAS	
PILONCILLO A 02HY	DIMMIT	TEXAS	42-127-37055
PILONCILLO A 02HZ	DIMMIT	TEXAS	42-127-37056
PILONCILLO A 07HA	DIMMIT	TEXAS	42-127-34297
PILONCILLO A 07HG	DIMMIT	TEXAS	42-127-36540
PILONCILLO A 07HH	DIMMIT	TEXAS	42-127-36541
PILONCILLO A 07HI	DIMMIT	TEXAS	42-127-36542
PILONCILLO A 07HY	DIMMIT	TEXAS	42-127-36793
PILONCILLO A 07HZ	DIMMIT	TEXAS	42-127-36794
PILONCILLO A 08HE	DIMMIT	TEXAS	42-127-36994
PILONCILLO A 08HF	DIMMIT	TEXAS	42-127-36995
PILONCILLO A 08HG	DIMMIT	TEXAS	42-127-37000
PILONCILLO A 08HL	DIMMIT	TEXAS	42-127-34306
PILONCILLO A 09HX	DIMMIT	TEXAS	42-127-34514
PILONCILLO A 09HY	DIMMIT	TEXAS	42-127-34504
PILONCILLO A 09HZ	DIMMIT	TEXAS	42-127-34505
PILONCILLO A 10HD	DIMMIT	TEXAS	42-127-34681
PILONCILLO A 10HE	DIMMIT	TEXAS	42-127-36927
PILONCILLO A 10HF	DIMMIT	TEXAS	42-127-36928
PILONCILLO A 12HD	DIMMIT	TEXAS	42-127-37078
PILONCILLO A 12HE	DIMMIT	TEXAS	42-127-37079
PILONCILLO A 12HU	DIMMIT	TEXAS	42-127-37086
PILONCILLO A 12HV	DIMMIT	TEXAS	42-127-37087
PILONCILLO A 12HW	DIMMIT	TEXAS	42-127-37088

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PILONCILLO A 14HA	DIMMIT	TEXAS	42-127-35089
PILONCILLO A 14HB	DIMMIT	TEXAS	42-127-35073
PILONCILLO A 14HD	DIMMIT	TEXAS	42-127-35082
PILONCILLO A 14HE	DIMMIT	TEXAS	42-127-35085
PILONCILLO A 16HU	DIMMIT	TEXAS	42-127-36929
PILONCILLO A 16HV	DIMMIT	TEXAS	42-127-36930
PILONCILLO A 16HX	DIMMIT	TEXAS	42-127-36932
PILONCILLO A 16HY	DIMMIT	TEXAS	42-127-36933
PILONCILLO A 16HZ	DIMMIT	TEXAS	42-127-36934
PILONCILLO A 17HU	DIMMIT	TEXAS	
PILONCILLO A 17HW	DIMMIT	TEXAS	
PILONCILLO A 17HX	DIMMIT	TEXAS	
PILONCILLO A 18HU	DIMMIT	TEXAS	42-127-37274
PILONCILLO A 18HV	DIMMIT	TEXAS	42-127-37275
PILONCILLO A 18HW	DIMMIT	TEXAS	42-127-37276
PILONCILLO A 18HX	DIMMIT	TEXAS	42-127-37278
PILONCILLO A 18HY	DIMMIT	TEXAS	42-127-37279
PILONCILLO A 18HZ	DIMMIT	TEXAS	42-127-37280
PILONCILLO A 20HT	DIMMIT	TEXAS	
PILONCILLO A 20HU	DIMMIT	TEXAS	
PILONCILLO A 20HW	DIMMIT	TEXAS	
PILONCILLO A 20HX	DIMMIT	TEXAS	
PILONCILLO A 20HZ	DIMMIT	TEXAS	
PILONCILLO A 21HA	DIMMIT	TEXAS	
PILONCILLO A 21HC	DIMMIT	TEXAS	
PILONCILLO A 21HD	DIMMIT	TEXAS	
PILONCILLO A 21HF	DIMMIT	TEXAS	
PILONCILLO A 21HG	DIMMIT	TEXAS	
PILONCILLO A 21HI	DIMMIT	TEXAS	
PILONCILLO A 21HR	DIMMIT	TEXAS	
PILONCILLO A 21HT	DIMMIT	TEXAS	
PILONCILLO A 21HU	DIMMIT	TEXAS	
PILONCILLO A 21HW	DIMMIT	TEXAS	
PILONCILLO A 21HX	DIMMIT	TEXAS	
PILONCILLO A 21HZ	DIMMIT	TEXAS	
PILONCILLO A 22HA	DIMMIT	TEXAS	
PILONCILLO A 22HC	DIMMIT	TEXAS	
PILONCILLO A 22HD	DIMMIT	TEXAS	
PILONCILLO A 22HF	DIMMIT	TEXAS	
PILONCILLO A 22HG	DIMMIT	TEXAS	
PILONCILLO A 22HI	DIMMIT	TEXAS	
PILONCILLO A 22HR	DIMMIT	TEXAS	
PILONCILLO A 22HT	DIMMIT	TEXAS	
PILONCILLO A 22HU	DIMMIT	TEXAS	
PILONCILLO A 22HW	DIMMIT	TEXAS	
PILONCILLO A 22HX	DIMMIT	TEXAS	
PILONCILLO A 22HZ	DIMMIT	TEXAS	
PILONCILLO A 23HA	DIMMIT	TEXAS	42-127-36939
PILONCILLO A 23HB	DIMMIT	TEXAS	42-127-36940
PILONCILLO A 23HD	DIMMIT	TEXAS	42-127-37334
PILONCILLO A 23HE	DIMMIT	TEXAS	42-127-37335
PILONCILLO A 23HF	DIMMIT	TEXAS	42-127-37336
PILONCILLO A 23HG	DIMMIT	TEXAS	42-127-37337
PILONCILLO A 23HH	DIMMIT	TEXAS	42-127-37338

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PILONCILLO A 23HX	DIMMIT	TEXAS	42-127-36941
PILONCILLO A 24HY	DIMMIT	TEXAS	42-127-35467
PILONCILLO A 24HZ	DIMMIT	TEXAS	42-127-35469
PILONCILLO A 25HA	DIMMIT	TEXAS	42-127-37756
PILONCILLO A 25HB	DIMMIT	TEXAS	42-127-37757
PILONCILLO A 25HC	DIMMIT	TEXAS	42-127-37758
PILONCILLO A 25HD	DIMMIT	TEXAS	42-127-37759
PILONCILLO A 25HE	DIMMIT	TEXAS	42-127-3760
PILONCILLO A 25HF	DIMMIT	TEXAS	
PILONCILLO A 25HU	DIMMIT	TEXAS	
PILONCILLO A 25HV	DIMMIT	TEXAS	
PILONCILLO A 25HW	DIMMIT	TEXAS	
PILONCILLO A 25HX	DIMMIT	TEXAS	42-127-37263
PILONCILLO A 25HY	DIMMIT	TEXAS	42-127-37264
PILONCILLO A 25HZ	DIMMIT	TEXAS	42-127-37265
PILONCILLO A 26HA	DIMMIT	TEXAS	
PILONCILLO A 26HB	DIMMIT	TEXAS	
PILONCILLO A 26HC	DIMMIT	TEXAS	
PILONCILLO A 26HD	DIMMIT	TEXAS	
PILONCILLO A 26HE	DIMMIT	TEXAS	
PILONCILLO A 26HF	DIMMIT	TEXAS	
PILONCILLO A 26HU	DIMMIT	TEXAS	
PILONCILLO A 26HV	DIMMIT	TEXAS	
PILONCILLO A 26HW	DIMMIT	TEXAS	
PILONCILLO A 26HX	DIMMIT	TEXAS	
PILONCILLO A 26HY	DIMMIT	TEXAS	
PILONCILLO A 26HZ	DIMMIT	TEXAS	
PILONCILLO A 27HA	DIMMIT	TEXAS	
PILONCILLO A 27HB	DIMMIT	TEXAS	
PILONCILLO A 27HC	DIMMIT	TEXAS	
PILONCILLO A 27HD	DIMMIT	TEXAS	
PILONCILLO A 27HE	DIMMIT	TEXAS	
PILONCILLO A 27HF	DIMMIT	TEXAS	
PILONCILLO A 27HU	DIMMIT	TEXAS	
PILONCILLO A 27HV	DIMMIT	TEXAS	
PILONCILLO A 27HW	DIMMIT	TEXAS	
PILONCILLO A 27HX	DIMMIT	TEXAS	
PILONCILLO A 27HY	DIMMIT	TEXAS	
PILONCILLO A 27HZ	DIMMIT	TEXAS	
PILONCILLO A 28HA	DIMMIT	TEXAS	42-127-37339
PILONCILLO A 28HB	DIMMIT	TEXAS	42-127-37340
PILONCILLO A 28HC	DIMMIT	TEXAS	42-127-37341
PILONCILLO A 28HE	DIMMIT	TEXAS	42-127-37343
PILONCILLO A 28HV	DIMMIT	TEXAS	
PILONCILLO A 28HW	DIMMIT	TEXAS	
PILONCILLO A 28HX	DIMMIT	TEXAS	
PILONCILLO A 28HY	DIMMIT	TEXAS	
PILONCILLO A 28HZ	DIMMIT	TEXAS	
PILONCILLO A 29HT	DIMMIT	TEXAS	
PILONCILLO A 29HU	DIMMIT	TEXAS	
PILONCILLO A 29HV	DIMMIT	TEXAS	
PILONCILLO A 29HW	DIMMIT	TEXAS	
PILONCILLO A 29HX	DIMMIT	TEXAS	
PILONCILLO A 29HY	DIMMIT	TEXAS	

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Exhibit A
Wells

PILONCILLO A 29HZ	DIMMIT	TEXAS	
PILONCILLO A 30HB	DIMMIT	TEXAS	
PILONCILLO A 30HC	DIMMIT	TEXAS	
PILONCILLO A 30HD	DIMMIT	TEXAS	
PILONCILLO A 30HE	DIMMIT	TEXAS	
PILONCILLO A 30HF	DIMMIT	TEXAS	
PILONCILLO A 31HA	DIMMIT	TEXAS	42-127-37282
PILONCILLO A 31HB	DIMMIT	TEXAS	42-127-37283
PILONCILLO A 31HC	DIMMIT	TEXAS	42-127-37284
PILONCILLO A 31HD	DIMMIT	TEXAS	42-127-37285
PILONCILLO A 31HE	DIMMIT	TEXAS	42-127-37286
PILONCILLO A 33HV	DIMMIT	TEXAS	
PILONCILLO A 33HW	DIMMIT	TEXAS	
PILONCILLO A 33HY	DIMMIT	TEXAS	
PILONCILLO A 33HZ	DIMMIT	TEXAS	
PILONCILLO A 34HT	DIMMIT	TEXAS	
PILONCILLO A 34HU	DIMMIT	TEXAS	
PILONCILLO A 34HV	DIMMIT	TEXAS	
PILONCILLO A 34HW	DIMMIT	TEXAS	
PILONCILLO A 34HX	DIMMIT	TEXAS	
PILONCILLO A 34HY	DIMMIT	TEXAS	
PILONCILLO A 34HZ	DIMMIT	TEXAS	
PILONCILLO A 35HU	DIMMIT	TEXAS	
PILONCILLO A 35HV	DIMMIT	TEXAS	
PILONCILLO A 35HW	DIMMIT	TEXAS	
PILONCILLO A 35HX	DIMMIT	TEXAS	
PILONCILLO A 35HY	DIMMIT	TEXAS	
PILONCILLO A 35HZ	DIMMIT	TEXAS	
PILONCILLO A 36HU	DIMMIT	TEXAS	
PILONCILLO A 36HV	DIMMIT	TEXAS	
PILONCILLO A 36HW	DIMMIT	TEXAS	
PILONCILLO A 36HX	DIMMIT	TEXAS	
PILONCILLO A 36HY	DIMMIT	TEXAS	
PILONCILLO A 36HZ	DIMMIT	TEXAS	
PILONCILLO A 37HU	DIMMIT	TEXAS	
PILONCILLO A 37HV	DIMMIT	TEXAS	
PILONCILLO A 37HW	DIMMIT	TEXAS	
PILONCILLO A 37HX	DIMMIT	TEXAS	
PILONCILLO A 37HY	DIMMIT	TEXAS	
PILONCILLO A 37HZ	DIMMIT	TEXAS	
PILONCILLO A 38HU	DIMMIT	TEXAS	
PILONCILLO A 38HV	DIMMIT	TEXAS	
PILONCILLO A 38HW	DIMMIT	TEXAS	
PILONCILLO A 38HX	DIMMIT	TEXAS	
PILONCILLO A 38HY	DIMMIT	TEXAS	
PILONCILLO A 38HZ	DIMMIT	TEXAS	
PILONCILLO A 39HU	DIMMIT	TEXAS	
PILONCILLO A 39HV	DIMMIT	TEXAS	
PILONCILLO A 39HW	DIMMIT	TEXAS	
PILONCILLO A 39HX	DIMMIT	TEXAS	
PILONCILLO A 39HY	DIMMIT	TEXAS	
PILONCILLO A 39HZ	DIMMIT	TEXAS	
PILONCILLO A 40HU	DIMMIT	TEXAS	
PILONCILLO A 40HV	DIMMIT	TEXAS	

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Exhibit A
Wells

PILONCILLO A 40HW	DIMMIT	TEXAS	
PILONCILLO A 40HX	DIMMIT	TEXAS	
PILONCILLO A 40HY	DIMMIT	TEXAS	
PILONCILLO A 40HZ	DIMMIT	TEXAS	
PILONCILLO A 41HV	DIMMIT	TEXAS	
PILONCILLO A 41HW	DIMMIT	TEXAS	42-127-37554
PILONCILLO A 41HX	DIMMIT	TEXAS	42-127-37555
PILONCILLO A 41HY	DIMMIT	TEXAS	42-127-37556
PILONCILLO A 41HZ	DIMMIT	TEXAS	42-127-37557
PILONCILLO B 01HB	DIMMIT	TEXAS	42-127-37317
PILONCILLO B 01HC	DIMMIT	TEXAS	42-127-37318
PILONCILLO B 01HY	DIMMIT	TEXAS	42-127-37319
PILONCILLO B 01HZ	DIMMIT	TEXAS	42-127-37320
PILONCILLO B 03HA	DIMMIT	TEXAS	42-127-37736
PILONCILLO B 03HC	DIMMIT	TEXAS	42-127-37738
PILONCILLO B 04HA	DIMMIT	TEXAS	42-127-37729
PILONCILLO B 04HB	DIMMIT	TEXAS	42-127-37730
PILONCILLO B 04HC	DIMMIT	TEXAS	42-127-37731
PILONCILLO B 06HZ	DIMMIT	TEXAS	42-127-37683
PILONCILLO B 07HX	DIMMIT	TEXAS	42-127-37684
PILONCILLO B 07HY	DIMMIT	TEXAS	42-127-37685
PILONCILLO B 07HZ	DIMMIT	TEXAS	42-127-37686
PILONCILLO B 10HA	DIMMIT	TEXAS	
PILONCILLO B 10HB	DIMMIT	TEXAS	
PILONCILLO B 10HC	DIMMIT	TEXAS	
PILONCILLO B 10HD	DIMMIT	TEXAS	
PILONCILLO B 10HE	DIMMIT	TEXAS	
PILONCILLO B 10HF	DIMMIT	TEXAS	
PILONCILLO B 11HA	DIMMIT	TEXAS	
PILONCILLO B 11HB	DIMMIT	TEXAS	
PILONCILLO B 11HC	DIMMIT	TEXAS	
PILONCILLO B 11HD	DIMMIT	TEXAS	
PILONCILLO B 11HE	DIMMIT	TEXAS	
PILONCILLO B 11HF	DIMMIT	TEXAS	
PILONCILLO B 14HB	DIMMIT	TEXAS	
PILONCILLO B 14HC	DIMMIT	TEXAS	
PILONCILLO C 01VH	DIMMIT	TEXAS	42-127-34360
PILONCILLO C 03HL	DIMMIT	TEXAS	42-127-35121
PILONCILLO C 04HY	DIMMIT	TEXAS	42-127-36509
PILONCILLO C 04HZ	DIMMIT	TEXAS	42-127-36511
PILONCILLO C 05HD	DIMMIT	TEXAS	42-127-36630
PILONCILLO C 05HE	DIMMIT	TEXAS	42-127-36565
PILONCILLO D 03HB	WEBB	TEXAS	42-479-43287
PILONCILLO D 03HC	WEBB	TEXAS	42-479-43288
PILONCILLO D 05HB	WEBB	TEXAS	42-479-41282
PILONCILLO D 05HY	WEBB	TEXAS	42-479-41286
PILONCILLO D 05HZ	WEBB	TEXAS	42-479-41285
PILONCILLO D 06HA	WEBB	TEXAS	42-479-41251
PILONCILLO D 07HA	WEBB	TEXAS	42-479-41351
PILONCILLO D 08HB	WEBB	TEXAS	42-479-41343
PILONCILLO D 08HD	WEBB	TEXAS	42-479-43285
PILONCILLO D 08HE	WEBB	TEXAS	42-479-43289
PILONCILLO D 08HF	WEBB	TEXAS	42-479-43290
PILONCILLO D 08HL	WEBB	TEXAS	42-479-41346

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Exhibit A
Wells

PILONCILLO D 08HY	WEBB	TEXAS	42-479-43291
PILONCILLO D 08HZ	WEBB	TEXAS	42-479-43292
PILONCILLO D 09HE	WEBB	TEXAS	42-479-43056
PILONCILLO D 09HF	WEBB	TEXAS	42-479-43057
PILONCILLO D 09HG	WEBB	TEXAS	42-479-43058
PILONCILLO D 09HH	WEBB	TEXAS	42-479-43059
PILONCILLO D 10HB	WEBB	TEXAS	42-479-41453
PILONCILLO D 10HL	WEBB	TEXAS	42-479-41461
PILONCILLO D 12HA	WEBB	TEXAS	42-479-41618
PILONCILLO D 12HB	WEBB	TEXAS	42-479-41613
PILONCILLO D 13HD	WEBB	TEXAS	42-479-43314
PILONCILLO D 13HE	WEBB	TEXAS	42-479-43315
PILONCILLO D 15HA	WEBB	TEXAS	42-479-41698
PILONCILLO D 16HA	WEBB	TEXAS	42-479-41732
PILONCILLO D 16HC	WEBB	TEXAS	42-479-43203
PILONCILLO D 16HE	WEBB	TEXAS	42-479-43355
PILONCILLO D 16HY	WEBB	TEXAS	42-479-43205
PILONCILLO D 16HZ	WEBB	TEXAS	42-479-43206
PILONCILLO D 17HA	WEBB	TEXAS	42-479-41812
PILONCILLO D 17HB	WEBB	TEXAS	42-479-41814
PILONCILLO D 17HC	WEBB	TEXAS	42-479-41813
PILONCILLO D 17HD	WEBB	TEXAS	42-479-41815
PILONCILLO D 17HE	WEBB	TEXAS	42-479-41817
PILONCILLO D 17HF	WEBB	TEXAS	42-479-41818
PILONCILLO D 17HW	WEBB	TEXAS	42-479-42136
PILONCILLO D 17HX	WEBB	TEXAS	42-479-42137
PILONCILLO D 17HY	WEBB	TEXAS	42-479-42132
PILONCILLO D 17HZ	WEBB	TEXAS	42-479-42138
PILONCILLO D 18HA	WEBB	TEXAS	42-479-42033
PILONCILLO D 18HE	WEBB	TEXAS	42-479-42030
PILONCILLO D 18HF	WEBB	TEXAS	42-479-42032
PILONCILLO D 18HG	WEBB	TEXAS	42-479-42961
PILONCILLO D 18HH	WEBB	TEXAS	42-479-42962
PILONCILLO D 18HI	WEBB	TEXAS	42-479-42965
PILONCILLO D 18HJ	WEBB	TEXAS	42-479-42963
PILONCILLO D 18HK	WEBB	TEXAS	42-479-42966
PILONCILLO D 19HA	WEBB	TEXAS	42-479-42098
PILONCILLO D 19HB	WEBB	TEXAS	42-479-42100
PILONCILLO D 19HD	WEBB	TEXAS	42-479-42102
PILONCILLO D 19HE	WEBB	TEXAS	42-479-42103
PILONCILLO D 19HG	WEBB	TEXAS	42-479-43104
PILONCILLO D 19HH	WEBB	TEXAS	42-479-43106
PILONCILLO D 19HI	WEBB	TEXAS	42-479-43107
PILONCILLO D 19HZ	WEBB	TEXAS	42-479-43175
PILONCILLO D 20HA	WEBB	TEXAS	42-479-42207
PILONCILLO D 20HB	WEBB	TEXAS	42-479-42208
PILONCILLO D 20HD	WEBB	TEXAS	42-479-42210
PILONCILLO D 20HE	WEBB	TEXAS	42-479-42211
PILONCILLO D 20HV	WEBB	TEXAS	42-479-42212
PILONCILLO D 20HW	WEBB	TEXAS	42-479-42213
PILONCILLO D 20HX	WEBB	TEXAS	42-479-42206
PILONCILLO D 20HY	WEBB	TEXAS	42-479-42214
PILONCILLO D 20HZ	WEBB	TEXAS	42-479-42215
PILONCILLO D 21HA	WEBB	TEXAS	42-479-41678

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Exhibit A
Wells

PILONCILLO D 21HC	WEBB	TEXAS	42-479-41680
PILONCILLO D 21HD	WEBB	TEXAS	42-479-41681
PILONCILLO D 22HA	WEBB	TEXAS	42-479-42226
PILONCILLO D 22HB	WEBB	TEXAS	42-479-42234
PILONCILLO D 22HD	WEBB	TEXAS	42-479-42228
PILONCILLO D 22HE	WEBB	TEXAS	42-479-42229
PILONCILLO D 22HF	WEBB	TEXAS	42-479-42230
PILONCILLO D 22HX	WEBB	TEXAS	42-479-42231
PILONCILLO D 22HY	WEBB	TEXAS	42-479-42232
PILONCILLO D 22HZ	WEBB	TEXAS	42-479-42233
PILONCILLO D 23HD	WEBB	TEXAS	42-479-41786
PILONCILLO D 23HE	WEBB	TEXAS	42-479-41787
PILONCILLO D 25HA	WEBB	TEXAS	42-479-42387
PILONCILLO D 25HB	WEBB	TEXAS	42-479-42399
PILONCILLO D 25HC	WEBB	TEXAS	42-479-42397
PILONCILLO D 25HD	WEBB	TEXAS	42-479-42388
PILONCILLO D 25HE	WEBB	TEXAS	42-479-42398
PILONCILLO D 25HF	WEBB	TEXAS	42-479-42389
PILONCILLO D 26HC	WEBB	TEXAS	42-479-42289
PILONCILLO D 26HN	WEBB	TEXAS	42-479-42979
PILONCILLO D 26HP	WEBB	TEXAS	42-479-42980
PILONCILLO D 26HT	WEBB	TEXAS	42-479-42303
PILONCILLO D 26HU	WEBB	TEXAS	42-479-42309
PILONCILLO D 26HV	WEBB	TEXAS	42-479-42304
PILONCILLO D 26HW	WEBB	TEXAS	42-479-42305
PILONCILLO D 26HX	WEBB	TEXAS	42-479-42306
PILONCILLO D 26HY	WEBB	TEXAS	42-479-42307
PILONCILLO D 26HZ	WEBB	TEXAS	42-479-42308
PILONCILLO D 33HC	WEBB	TEXAS	
PILONCILLO D 33HD	WEBB	TEXAS	
PILONCILLO D 33HE	WEBB	TEXAS	
PILONCILLO D 33HF	WEBB	TEXAS	
PILONCILLO D 33HH	WEBB	TEXAS	
PILONCILLO D 34HA	WEBB	TEXAS	
PILONCILLO D 34HB	WEBB	TEXAS	
PILONCILLO D 34HC	WEBB	TEXAS	
PILONCILLO D 34HD	WEBB	TEXAS	
PILONCILLO D 34HE	WEBB	TEXAS	
PILONCILLO E 02HB	WEBB	TEXAS	42-479-43558
PILONCILLO E 02HC	WEBB	TEXAS	42-479-43559
PILONCILLO E 02HD	WEBB	TEXAS	42-479-43560
PILONCILLO E 02HE	WEBB	TEXAS	42-479-43561
PILONCILLO E 06HB	WEBB	TEXAS	42-479-41735
PILONCILLO E 06HD	WEBB	TEXAS	42-479-41737
PILONCILLO E 06HE	WEBB	TEXAS	42-479-41738
PILONCILLO E 06HF	WEBB	TEXAS	42-479-43201
PILONCILLO E 06HG	WEBB	TEXAS	42-479-43202
PILONCILLO E 07HA	WEBB	TEXAS	42-479-43241
PILONCILLO E 07HB	WEBB	TEXAS	42-479-43242
PILONCILLO E 07HC	WEBB	TEXAS	42-479-43441
PILONCILLO E 07HD	WEBB	TEXAS	42-479-43440
PILONCILLO E 14HA	WEBB	TEXAS	42-479-43648
PILONCILLO E 14HB	WEBB	TEXAS	42-479-43649
PILONCILLO E 14HC	WEBB	TEXAS	42-479-43650

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Exhibit A
Wells

PILONCILLO E 14HD	WEBB	TEXAS	42-479-43651
PILONCILLO E 14HF	WEBB	TEXAS	42-479-43653
PILONCILLO E 14HG	WEBB	TEXAS	42-479-43654
PILONCILLO E 15HA	WEBB	TEXAS	42-479-43322
PILONCILLO E 15HB	WEBB	TEXAS	42-479-43323
PILONCILLO E 15HC	WEBB	TEXAS	42-479-43324
PILONCILLO E 15HT	WEBB	TEXAS	42-479-43325
PILONCILLO E 15HU	WEBB	TEXAS	42-479-43326
PILONCILLO E 15HV	WEBB	TEXAS	42-479-42170
PILONCILLO E 20HA	WEBB	TEXAS	42-479-43656
PILONCILLO E 20HB	WEBB	TEXAS	42-479-43657
PILONCILLO E 20HC	WEBB	TEXAS	42-479-43658
PILONCILLO E 20HD	WEBB	TEXAS	42-479-43659
PILONCILLO E 20HE	WEBB	TEXAS	42-479-43660
PILONCILLO E 20HF	WEBB	TEXAS	42-479-43661
PILONCILLO E 20HG	WEBB	TEXAS	42-479-43662
PILONCILLO E 21HA	WEBB	TEXAS	42-479-43452
PILONCILLO E 21HB	WEBB	TEXAS	42-479-43453
PILONCILLO E 21HC	WEBB	TEXAS	42-479-43454
PILONCILLO E 21HD	WEBB	TEXAS	42-479-43455
PILONCILLO E 21HE	WEBB	TEXAS	42-479-43456
PILONCILLO E 22HB	WEBB	TEXAS	42-479-43445
PILONCILLO E 22HC	WEBB	TEXAS	42-479-43446
PILONCILLO E 22HD	WEBB	TEXAS	42-479-43447
PILONCILLO E 27HX	WEBB	TEXAS	
PILONCILLO E 27HY	WEBB	TEXAS	
PILONCILLO E 27HZ	WEBB	TEXAS	
PILONCILLO E 28HC	WEBB	TEXAS	42-479-00000
PILONCILLO E 28HD	WEBB	TEXAS	42-479-00000
PILONCILLO E 28HE	WEBB	TEXAS	42-479-00000
PILONCILLO E 28HW	WEBB	TEXAS	
PILONCILLO E 28HX	WEBB	TEXAS	
PILONCILLO E 28HY	WEBB	TEXAS	
PILONCILLO E 28HZ	WEBB	TEXAS	
PILONCILLO E 29HA	WEBB	TEXAS	42-479-00000
PILONCILLO E 29HB	WEBB	TEXAS	42-479-00000
PILONCILLO E 29HC	WEBB	TEXAS	42-479-00000
PILONCILLO E 29HD	WEBB	TEXAS	42-479-00000
PILONCILLO E 29HE	WEBB	TEXAS	42-479-00000
PILONCILLO E 29HV	WEBB	TEXAS	
PILONCILLO E 29HW	WEBB	TEXAS	
PILONCILLO E 29HX	WEBB	TEXAS	
PILONCILLO E 29HY	WEBB	TEXAS	
PILONCILLO E 29HZ	WEBB	TEXAS	
PILONCILLO E 30HA	WEBB	TEXAS	42-479-00000
PILONCILLO E 30HB	WEBB	TEXAS	42-479-00000
PILONCILLO E 30HC	WEBB	TEXAS	42-479-00000
PILONCILLO E 30HD	WEBB	TEXAS	42-479-00000
PILONCILLO E 30HE	WEBB	TEXAS	42-479-00000
PILONCILLO E 30HV	WEBB	TEXAS	
PILONCILLO E 30HW	WEBB	TEXAS	
PILONCILLO E 30HX	WEBB	TEXAS	
PILONCILLO E 30HY	WEBB	TEXAS	
PILONCILLO E 31HA	WEBB	TEXAS	42-479-00000

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Exhibit A
Wells

PILONCILLO E 31HB	WEBB	TEXAS	42-479-00000
PILONCILLO E 31HC	WEBB	TEXAS	42-479-00000
PILONCILLO E 31HD	WEBB	TEXAS	42-479-00000
PILONCILLO E 31HE	WEBB	TEXAS	42-479-00000
PILONCILLO E 31HV	WEBB	TEXAS	
PILONCILLO E 31HW	WEBB	TEXAS	
PILONCILLO E 31HX	WEBB	TEXAS	
PILONCILLO E 31HY	WEBB	TEXAS	42-479-43855
PILONCILLO E 31HZ	WEBB	TEXAS	42-479-43856
PILONCILLO E 32HA	WEBB	TEXAS	42-479-43744
PILONCILLO E 32HB	WEBB	TEXAS	42-479-43745
PILONCILLO E 32HC	WEBB	TEXAS	42-479-43746
PILONCILLO E 32HD	WEBB	TEXAS	42-479-43747
PILONCILLO E 32HE	WEBB	TEXAS	42-479-43751
PILONCILLO E 32HF	WEBB	TEXAS	42-479-00000
PILONCILLO E 32HV	WEBB	TEXAS	
PILONCILLO E 32HW	WEBB	TEXAS	
PILONCILLO E 32HX	WEBB	TEXAS	
PILONCILLO E 32HY	WEBB	TEXAS	
PILONCILLO E 32HZ	WEBB	TEXAS	
PILONCILLO E 33HA	WEBB	TEXAS	42-479-43493
PILONCILLO E 33HB	WEBB	TEXAS	42-479-43500
PILONCILLO E 33HW	WEBB	TEXAS	
PILONCILLO E 33HX	WEBB	TEXAS	
PILONCILLO E 33HY	WEBB	TEXAS	42-479-43501
PILONCILLO E 33HZ	WEBB	TEXAS	42-479-43502
PILONCILLO E 34HV	WEBB	TEXAS	42-479-43569
PILONCILLO E 34HW	WEBB	TEXAS	42-479-43571
PILONCILLO E 34HX	WEBB	TEXAS	42-479-43570
PILONCILLO E 34HY	WEBB	TEXAS	42-479-43576
PILONCILLO E 34HZ	WEBB	TEXAS	42-479-43577
PILONCILLO E 35HV	WEBB	TEXAS	42-479-43563
PILONCILLO E 35HW	WEBB	TEXAS	42-479-43564
PILONCILLO E 35HX	WEBB	TEXAS	42-479-43565
PILONCILLO E 35HY	WEBB	TEXAS	42-479-43566
PILONCILLO E 35HZ	WEBB	TEXAS	42-479-43567
PILONCILLO E 36HW	WEBB	TEXAS	42-479-43572
PILONCILLO E 36HX	WEBB	TEXAS	42-479-43573
PILONCILLO E 36HY	WEBB	TEXAS	42-479-43574
PILONCILLO E 36HZ	WEBB	TEXAS	42-479-43575
PILONCILLO E 39HA	WEBB	TEXAS	
PILONCILLO E 39HC	WEBB	TEXAS	
PILONCILLO E 39HE	WEBB	TEXAS	
PILONCILLO E 39HF	WEBB	TEXAS	
PILONCILLO E 44HA	DIMMIT	TEXAS	42-127-37418
PILONCILLO E 44HB	DIMMIT	TEXAS	42-127-37419
PILONCILLO E 44HC	DIMMIT	TEXAS	42-127-37499
PILONCILLO E 44HX	DIMMIT	TEXAS	42-127-37501
PILONCILLO F 01HZ	DIMMIT	TEXAS	42-127-36513
PILONCILLO F 05HA	WEBB	TEXAS	42-479-43473
PILONCILLO F 05HB	WEBB	TEXAS	42-479-43474
PILONCILLO F 05HY	WEBB	TEXAS	42-479-43475
PILONCILLO F 05HZ	WEBB	TEXAS	42-479-43476
ROGERS DENTONIO 31 UNIT 01HA	DIMMIT	TEXAS	42-127-37529

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Exhibit A
Wells

ROGERS DENTONIO 31 UNIT 01HB	DIMMIT	TEXAS	42-127-37530
ROGERS DENTONIO 31 UNIT 01HC	DIMMIT	TEXAS	42-127-37531
ROGERS DENTONIO 31 UNIT 01HD	DIMMIT	TEXAS	42-127-37533
ROGERS DENTONIO 31 UNIT 07H	DIMMIT	TEXAS	42-127-37041
ROGERS DENTONIO 31 UNIT 08H	DIMMIT	TEXAS	42-127-37042
ROGERS DENTONIO 31 UNIT 09H	DIMMIT	TEXAS	42-127-37043
ROGERS DENTONIO 31 UNIT 10H	DIMMIT	TEXAS	42-127-37044
ROGERS DENTONIO 31 UNIT 11H	DIMMIT	TEXAS	42-127-37045
SHACKELFORD 01H	FRIO	TEXAS	42-163-33950
SOUTH SPUR RANCH 03H	DIMMIT	TEXAS	42-127-36374
SOUTH SPUR RANCH 04H	DIMMIT	TEXAS	42-127-36375
SOUTH SPUR UNIT B 01H	DIMMIT	TEXAS	42-127-36676
SOUTH SPUR UNIT B 02H	DIMMIT	TEXAS	42-127-36677
SOUTH SPUR UNIT B 03H	DIMMIT	TEXAS	42-127-36678
SOUTH SPUR UNIT B 04H	DIMMIT	TEXAS	42-127-36679
SOUTH SPUR UNIT B 05H	DIMMIT	TEXAS	42-127-36680
SOUTH SPUR UNIT B 06H	DIMMIT	TEXAS	42-127-36681
SOUTH SPUR UNIT B 07H	DIMMIT	TEXAS	42-127-36682
STUMBERG RANCH 56H	DIMMIT	TEXAS	42-127-37221
VALYN CLARA A 01H	FRIO	TEXAS	42-163-34015
VALYN CLARA A 02H	FRIO	TEXAS	42-163-34016
VALYN CLARA A 03H	FRIO	TEXAS	42-163-34017
VALYN CLARA B 01H	FRIO	TEXAS	42-163-34006
VALYN CLARA B 02H	FRIO	TEXAS	42-163-34007
VALYN CLARA B 03H	FRIO	TEXAS	42-163-34008
VOTAW UNIT 02H	DIMMIT	TEXAS	42-127-37326
VOTAW UNIT 03H	DIMMIT	TEXAS	42-127-37355

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Exhibit B

Existing Mortgage

1. Mortgage, Deed of Trust, Security Agreement, Financing Statement and Assignment of Production, dated as of April 6, 2017, from SN EF Maverick, LLC, to Charles R. Salmon, as trustee for the benefit of Royal Bank of Canada, as recorded on April 20, 2017, in Volume 0592, Page 0521, as Instrument #44493, in Dimmit County, Texas, as amended by that certain First Amendment and Supplement to Mortgage, Deed of Trust, Security Agreement, Financing Statement and Assignment of Production, dated as of January 16, 2018, from SN EF Maverick, LLC, to Charles R. Salmon, as trustee for the benefit of Royal Bank of Canada, as administrative agent and collateral agent, as recorded on February 5, 2018, in Volume 611, Page 630, as Instrument #46891, in Dimmit County, Texas and that certain Master Reaffirmation and Assignment and Assumption of Liens and Security Interests, dated as of February 14, 2018, by and among Sanchez Energy Corporation, a Delaware corporation, the Grantor, the other grantors party thereto, Royal Bank of Canada, as administrative agent and as collateral agent, Delaware Trust Company, as trustee, the Collateral Trustee and the other parties party thereto, as recorded on March 23, 2018, in Volume 0613, Page 0601, as Instrument # 47198, in Dimmit County, Texas.

2. Mortgage, Deed of Trust, Security Agreement, Financing Statement and Assignment of Production, dated as of April 6, 2017, from SN EF Maverick, LLC, to Charles R. Salmon, as trustee for the benefit of Royal Bank of Canada, as recorded on April 11, 2017, in Volume 952, Page 99, as Document #00124958, in La Salle County, Texas, as amended by that certain First Amendment and Supplement to Mortgage, Deed of Trust, Security Agreement, Financing Statement and Assignment of Production, dated as of January 16, 2018, from SN EF Maverick, LLC, to Charles R. Salmon, as trustee for the benefit of Royal Bank of Canada, as administrative agent and collateral agent, as recorded on February 9, 2018, in Volume 984, Page 359, as Instrument #00127477, in La Salle County, Texas and that certain Master Reaffirmation and Assignment and Assumption of Liens and Security Interests, dated as of February 14, 2018, by and among Sanchez Energy Corporation, a Delaware corporation, the Grantor, the other grantors party thereto, Royal Bank of Canada, as administrative agent and as collateral agent, Delaware Trust Company, as trustee, the Collateral Trustee and the other parties party thereto, as recorded on March 16, 2018, in Volume 988, Page 134, as Instrument # 00127705 in La Salle County, Texas.

3. Mortgage, Deed of Trust, Security Agreement, Financing Statement and Assignment of Production, dated as of April 6, 2017, from SN EF Maverick, LLC, to Charles R. Salmon, as trustee for the benefit of Royal Bank of Canada, as recorded on April 12, 2017, in Book 1639, Page 229, as Document #196794, in Maverick County, Texas, as amended by that certain Master Reaffirmation and Assignment and Assumption of Liens and Security Interests, dated as of February 14, 2018, by and among Sanchez Energy Corporation, a Delaware corporation, the Grantor, the other grantors party thereto, Royal Bank of Canada, as administrative agent and as collateral agent, Delaware Trust Company, as

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trustee, the Collateral Trustee and the other parties party thereto, as recorded on March 14, 2018, in Book 1694, Page 193, as Instrument # 201602 in Maverick County, Texas.

4. Mortgage, Deed of Trust, Security Agreement, Financing Statement and Assignment of Production, dated as of April 6, 2017, from SN EF Maverick, LLC, to Charles R. Salmon, as trustee for the benefit of Royal Bank of Canada, as recorded on April 11, 2017, in Volume 4218, Page 380, as Document #1293965, in Webb County, Texas, as amended by that certain Master Reaffirmation and Assignment and Assumption of Liens and Security Interests, dated as of February 14, 2018, by and among Sanchez Energy Corporation, a Delaware corporation, the Grantor, the other grantors party thereto, Royal Bank of Canada, as administrative agent and as collateral agent, Delaware Trust Company, as trustee, the Collateral Trustee and the other parties party thereto, as recorded on March 14, 2018, in Volume 4385, Page 69, as Instrument # 1323334, in Webb County, Texas.

5. Mortgage, Deed of Trust, Security Agreement, Financing Statement and Assignment of Production, dated as of April 6, 2017, from SN EF Maverick, LLC, to Charles R. Salmon, as trustee for the benefit of Royal Bank of Canada, as recorded on April 11, 2017, in Volume 0397, Page 0191, as Instrument #094173, in Zavala County, Texas, as amended by that certain Master Reaffirmation and Assignment and Assumption of Liens and Security Interests, dated as of February 14, 2018, by and among Sanchez Energy Corporation, a Delaware corporation, the Grantor, the other grantors party thereto, Royal Bank of Canada, as administrative agent and as collateral agent, Delaware Trust Company, as trustee, the Collateral Trustee and the other parties party thereto, as recorded on March 16, 2018, in Volume 0406, Page 0353, as Instrument # 095492, in Zavala County, Texas.

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47367
MARIO Z. GARCIA
COUNTY CLERK
2018 Apr 24 at 04:37 PM
DIMMIT COUNTY, TEXAS
BY: [signature] DEPUTY

EXHIBIT 3

STATE OF TEXAS

COUNTIES OF DEWITT, FRIO, GONZALES, AND ZAVALA

AMENDED AND RESTATED MORTGAGE, DEED OF TRUST,
SECURITY AGREEMENT, FINANCING STATEMENT
AND ASSIGNMENT OF PRODUCTION
FROM
SN PALMETTO, LLC
TO
CHARLES R. SALMON, TRUSTEE
FOR THE BENEFIT OF ROYAL BANK OF CANADA, AS COLLATERAL TRUSTEE,
AS MORTGAGEE,

TO BE EFFECTIVE APRIL 13, 2018 (THE "EFFECTIVE DATE")

THIS INSTRUMENT IS, AMONG OTHER THINGS, A FINANCING STATEMENT UNDER THE UNIFORM COMMERCIAL CODE COVERING MINERALS AND THE LIKE (INCLUDING OIL AND GAS), ACCOUNTS RESULTING FROM THE SALE OF MINERALS AND THE LIKE (INCLUDING OIL AND GAS), AS-EXTRACTED COLLATERAL, AND GOODS WHICH ARE, OR ARE TO BECOME, FIXTURES ON THE REAL PROPERTY HEREIN DESCRIBED. THE OIL AND GAS INTERESTS OR ACCOUNTS, INCLUDING AS-EXTRACTED COLLATERAL, INCLUDED IN THE MORTGAGED PROPERTY WILL BE FINANCED AT THE WELLHEADS LOCATED ON THE REAL PROPERTY DESCRIBED IN EXHIBIT A ATTACHED HERETO. THIS INSTRUMENT IS TO BE RECORDED IN THE REAL ESTATE RECORDS OF THE COUNTY RECORDER OF EACH COUNTY IN EACH STATE IN WHICH IS SITUATED ANY OF THE COLLATERAL COVERED HEREBY. THE REAL PROPERTY SUBJECT HERETO IS DESCRIBED IN EXHIBIT A ATTACHED HERETO.

THIS INSTRUMENT CONTAINS AFTER ACQUIRED PROPERTY PROVISIONS.

GRANTOR OWNS A RECORD INTEREST IN THE MORTGAGED PROPERTY.

A POWER OF SALE HAS BEEN GRANTED IN THIS MORTGAGE. A POWER OF SALE MAY ALLOW THE MORTGAGEE TO TAKE THE MORTGAGED PROPERTY AND SELL IT WITHOUT GOING TO COURT IN A FORECLOSURE ACTION UPON DEFAULT BY THE GRANTOR UNDER THIS MORTGAGE.

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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.

RECORDED COUNTERPARTS SHOULD BE RETURNED TO:

Latham & Watkins LLP
811 Main Street, Suite 3700
Houston, Texas 77002
ATTN: Dee Alaniz

STATE OF TEXAS

COUNTIES OF DEWITT, FRIO, GONZALES, AND ZAVALA

AMENDED AND RESTATED MORTGAGE, DEED OF TRUST, SECURITY AGREEMENT, FINANCING STATEMENT AND ASSIGNMENT OF PRODUCTION

This Amended and Restated Mortgage, Deed of Trust, Security Agreement, Financing Statement and Assignment of Production (this "Mortgage") is executed to be effective as of the Effective Date and is from SN Palmetto, LLC, a Delaware limited liability company ("Grantor"), whose address is 1000 Main Street, Suite 3000, Houston, Texas 77002, unto Charles R. Salmon, Trustee ("Trustee"), for the benefit of the Mortgagee (defined below), whose address is 2800 Post Oak Blvd., Suite 3900, Houston, Texas, 77056, and is for the benefit of Royal Bank of Canada, as collateral trustee (the "Collateral Trustee") under that certain Collateral Trust Agreement (as defined below) on behalf of all present and future Priority Lien Secured Parties (as defined in the Collateral Trust Agreement) (in such capacity, the "Mortgagee").

WHEREAS, Grantor entered into that certain Mortgage, Deed of Trust, Security Agreement, Financing Statement and Assignment of Production (as amended, amended and restated, supplemented or otherwise modified from time to time prior to the Effective Date, the "Existing Mortgage") more particularly described on Exhibit B attached hereto;

WHEREAS, pursuant to that certain Master Reaffirmation and Assignment and Assumption of Liens and Security Interests, dated as of February 14, 2018, by and among Sanchez Energy Corporation, a Delaware corporation (the "Borrower"), the Grantor, the other grantors party thereto, Royal Bank of Canada, as administrative agent and as collateral agent (the "Credit Agreement Agent"), Delaware Trust Company, as trustee (the "Indenture Trustee"), the Collateral Trustee and the other parties party thereto, the Credit Agreement Agent assigned to the Collateral Trustee all of the liens, including the Existing Mortgage, securing the obligations under that certain Third Amended and Restated Credit Agreement, dated as of February 14,

2018, by and among the Borrower, the lenders party thereto from time to time, and the Credit Agreement Agent, as may be amended, amended and restated, supplemented or otherwise modified from time to time (the "Credit Agreement");

WHEREAS, the Collateral Trustee has agreed to act as collateral trustee on behalf of all present and future Priority Lien Secured Parties (as defined in the Collateral Trust Agreement and as used herein, the "Secured Parties") with respect to the Mortgaged Property (as hereinafter defined) under that certain Collateral Trust Agreement, dated as of February 14, 2018, by and among the Borrower, the Grantor, the other grantors party thereto, the Indenture Trustee, the Collateral Trustee, the Credit Agreement Agent and each other secured party representative party thereto from time to time, as amended, amended and restated, supplemented or otherwise modified from time to time (the "Collateral Trust Agreement"; unless otherwise defined herein, all terms with their initial letter capitalized shall have the meaning given such terms in the Collateral Trust Agreement either directly or by reference to another agreement); and

WHEREAS, the Grantor and the Collateral Trustee desire to amend and restate the terms, conditions and provisions of the Existing Mortgage in their entirety, as set forth in this Mortgage.

NOW, THEREFORE, the parties hereto hereby agree that (i) the liens of the Existing Mortgage are hereby consolidated so that together they shall hereinafter constitute in law but one first mortgage and a single lien, securing the Obligations (as defined below); (ii) solely to the extent not included on Exhibit A attached hereto, any property described in the Existing Mortgages is hereby released, and the Collateral Trustee hereby releases any such property, from the security interest created under the Existing Mortgage and shall not be subject to the security interest created hereby; and (iii) all the terms, conditions, and provisions of the Existing Mortgage (including Exhibit A attached thereto), as so consolidated, are hereby amended and restated in their entirety to read as hereinafter set forth:

NOW, THEREFORE, Grantor, for and in consideration of the sum of $1,000.00 and other good and valuable consideration, in hand paid by Mortgagee, the receipt and adequacy of which are hereby acknowledged and confessed by Grantor, and for and in consideration of the debt and purposes hereinafter set forth, to secure the full and complete payment and performance of the Obligations and to secure the performance of the covenants, obligations, agreements and undertakings of Grantor hereinafter described, has MORTGAGED, GRANTED, BARGAINED, SOLD, PLEDGED, ASSIGNED, CONVEYED, TRANSFERRED and SET OVER and by these presents does hereby MORTGAGE, GRANT, BARGAIN, SELL, PLEDGE, ASSIGN, CONVEY, TRANSFER and SET OVER unto Trustee and Trustee's substitutes or successors, and his and their assigns, for the benefit of the Mortgagee, all of Grantor's right, title and interest in and to the following items of real and personal property and interests, whether now owned or hereafter acquired by Grantor under applicable Law (as defined below) or in equity (collectively, the "Mortgaged Property"), the inclusion of certain specific types and items of property and interests in one or more of the following paragraphs is not intended in any way to limit the effect of the more general descriptions:

A. All those certain oil, gas and mineral leases and the estates created thereby, royalty interests, overriding royalty interests, production payments, net profits interests, fee interests, carried interests, reversionary interests and all other rights, titles, interests or estates

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described on Exhibit A attached hereto and made a part hereof, whether such rights, titles, interests or estates are completely and accurately described therein or not (all of which rights, titles, interests and estates described in this Paragraph A are hereinafter, together with the rights, title, interests and estates described in the following Paragraph B, collectively referred to as the "Subject Interests"). The terms "oil, gas and mineral leases" and "leases", as used in this instrument and in Exhibit A, each includes, in addition to oil, gas and mineral leases, oil and gas leases, oil, gas and sulphur leases, other mineral leases, co-lessor's agreements and extensions, amendments, ratifications and subleases of all or any of the foregoing, all as may be appropriate.

B. All present and future rights, titles, interests and estates in and to present and future drilling, spacing, proration or production units, as created by the terms of any unitization, communitization and pooling agreements, and all properties, property rights and estates created thereby which include, belong or appertain to the Subject Interests, including, without limitation, all such units formed voluntarily or under or pursuant to any Law (as defined below) relating to any of the Subject Interests (all of which rights, titles, interests and estates described in this Paragraph B are hereinafter included within the term "Subject Interests"). As used herein, the term "Law" or "Laws" means all applicable statutes, laws, ordinances, regulations, orders, writs, injunctions, or decrees of any state, commonwealth, nation, territory, possession, county, township, parish, municipality, or Tribunal, and the term "Tribunal" means any court or governmental department, commission, board, bureau, agency, or instrumentality of the United States or of any state, commonwealth, nation, territory, possession, county, parish, or municipality, whether now or hereafter constituted or existing.

C. All present and future oil, gas, casinghead gas, condensate, drip gasoline, natural gasoline, distillate, all other liquid or gaseous hydrocarbons produced or to be produced in conjunction with the Subject Interests, all products, by-products and all other substances derived therefrom or the processing thereof; and all other similar minerals now or hereafter accruing to, attributable to, or produced from, the Subject Interests or to which Grantor now or hereafter may be entitled as a result of, or by virtue of, Grantor's ownership of the Subject Interests (collectively, "Hydrocarbons").

D. All present and future sulphur, lignite, coal, uranium, thorium, iron, geothermal steam, water, carbon dioxide, helium and all other minerals, ores or substances of value (whether similar to the foregoing or not) attributable to, or produced from, the Subject Interests, and the products and proceeds therefrom, including, without limitation, all gas resulting from the in-situ combustion of coal or lignite now or hereafter accruing to, attributable to or produced from the Subject Interests or to which Grantor now or hereafter may be entitled as a result of or by virtue of Grantor's ownership of the Subject Interests (collectively, "Other Minerals").

E. All present and future oil and gas wells, disposal and injection wells, rigs, platforms, improvements, fixtures, machinery, pipe and other equipment, inventory and articles of personal property, now owned or hereafter acquired by Grantor found in, on, or under any of the Subject Interests, including, without limitation, connection apparatus and flow lines from wells to tanks, wells, pipelines, gathering lines, trunk lines, lateral lines, flow lines, compressor, dehydration and pumping equipment, pumping plants, gas plants, processing plants, pumps, dehydration units, separators, heater treaters, valves, gauges, meters, derricks, rig substructures, buildings, tanks, reservoirs, tubing, rods, liquid extractors, engines, boilers, tools, appliances,

Debtors_SN_000000717

cables, wires, tubular goods, machinery, supplies and any and all other equipment, inventory and articles of personal property of any kind or character whatsoever appurtenant to, or used or held for use in connection with, the production of Hydrocarbons or Other Minerals from the Subject Interests, or now or hereafter located on any of the lands (the "Lands") encumbered by any of the Subject Interests, or used on or about the Lands in connection with the operations thereon, together with all present and future improvements or products of; accessions, attachments and other additions to, tools, parts and equipment used in connection with, and substitutes and replacements for, all or any part of the foregoing (all of the types or items of property and interests described in this Paragraph E are hereinafter collectively referred to as the "Personal Property and Fixtures").

F. All present and future rights, titles, interests and estates now owned or hereafter acquired by Grantor (including, without limitation, all rights to receive payments) under or by virtue of all easements, permits, licenses, rights-of-way, surface leases, franchises, servitudes, division orders, transfer orders and other agreements relating or pertaining to purchasing, exchanging, exploring for, developing, operating, treating, processing, storing, marketing or transporting Hydrocarbons now or hereafter found in, on or under, or produced from, any of the Subject Interests, or under or by virtue of any contract relating in any way to all or any part of the Mortgaged Property otherwise described herein, including, without limitation, farmout contracts, farmin contracts, operating or joint operating agreements, trade letter agreements and all agreements creating rights-of-way for ingress and egress to and from the Subject Interests (all of such rights, titles, interests and estates referred to or described in this Paragraph F are hereinafter collectively referred to as the "Subject Contracts").

G. All present and future accounts (including, but not limited to, all open accounts receivable and accounts receivable arising under or pursuant to any joint operating agreements, division orders or other agreements, documents or instruments relating to any of the Subject Interests), general intangibles, chattel paper, documents, instruments, cash and noncash proceeds, in each case, accruing or attributable to the Subject Interests or to which Grantor now or hereafter may be entitled as a result of or by virtue of Grantor's ownership of the Subject Interests, together with all other rights arising from or by virtue of, or from the voluntary or involuntary sale or other disposition of, or collections with respect to, or insurance proceeds payable with respect to, or proceeds payable by virtue of warranty or other claims against manufacturers of, or claims against any other Person with respect to, all or any part of the Mortgaged Property described in this Paragraph G (all of which types and items of property and interests described in this Paragraph G are hereinafter collectively referred to as the "Accounts").

H. All present and future tenements, hereditaments, appurtenances, profits and properties in anywise appertaining, belonging, affixed or incidental to, or used or useful in connection with, all or any part of the Mortgaged Property otherwise described herein, including without limitation, all reversions, remainders, carried interests, tolls, rents, revenues, issues, proceeds, earnings, income, products, profits, deposits, easements, permits, licenses, servitudes, surface leases, rights-of-way and franchises relating to all or any part of the Mortgaged Property.

I. All present and future lease records, well records, production records and accounting and other records and files which relate to all or any part of the Mortgaged Property otherwise described herein, and all maps, data bases, manuals, information and data which relate

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to any of the foregoing, including without limitation engineering, geological, geophysical and seismic data and any interpretations of any of the foregoing, except any and all items to which assignments are prohibited by Persons other than Affiliates of Grantor or which are subject to confidentiality provisions in favor of Persons who are not Affiliates of Grantor.

J. All other interests of every kind and character which Grantor now has or at any time hereafter acquires in the items of property and interests described in Paragraphs A, B, C, D, E, F, G, H and I preceding and the Proceeds and products of all of the foregoing, whether now owned or hereafter acquired to the extent assignable.

To further secure the full and complete payment and performance of the Obligations, Grantor hereby grants to Mortgagee and Mortgagee's successors in title and assigns a first and prior security interest in and to all of the Grantor's right, title, and interest in and to the following types and items of property and interests (all of which are included within the term "Mortgaged Property"): (a) all present and future Personal Property and Fixtures, Subject Contracts and Accounts; (b) all present and future Hydrocarbons, Other Minerals and as-extracted collateral insofar as the same accrue to, attribute to or are produced from the Subject Interests and consist of minerals or the like (including oil and gas), as defined in and subject to the Uniform Commercial Code as enacted, amended and in effect in each jurisdiction in which any of the Mortgaged Property is situated (the "UCC"), and for which the creation and perfection of a security interest or lien therein is governed by the provisions of the UCC; (c) all present and future Mortgaged Property consisting of accounts, contract rights, general intangibles, chattel paper, documents, instruments, inventory, equipment, fixtures and other goods and articles of personal property of any kind or character defined in and subject to the UCC; (d) all present and future increases, profits, combinations, reclassifications, improvements and products of, accessions, attachments and other additions to, tools, parts and equipment used in connection with, and substitutes and replacements for, all or any part of the Mortgaged Property described in this or any other clause of this paragraph; (e) all present and future accounts (including, but not limited to, all open accounts receivable and accounts receivable arising under or pursuant to any joint operating agreements, division orders or other agreements, documents or instruments relating to any of the Subject Interests), contract rights, general intangibles, chattel paper, documents, instruments, cash and noncash proceeds, in each case, accruing or attributable to the Subject Interests or to which Grantor now or hereafter may be entitled as a result of or by virtue of Grantor's ownership of the Subject Interests, together with all other rights arising from or by virtue of, or from the voluntary or involuntary sale or other disposition of, or collections with respect to, or insurance proceeds payable with respect to, or proceeds payable by virtue of warranty or other claims against manufacturers of, or claims against any other Person with respect to all or any part of the Hydrocarbons or the Other Minerals attributable to, or produced from the Subject Interests or the Mortgaged Property described in this or any other clause of this paragraph; and (f) all present and future security for the payment to Grantor of any of the Mortgaged Property described in this or any other clause of this paragraph and goods which gave or will give rise to any of such Mortgaged Property or are evidenced, identified, or represented therein or thereby; provided that, nothing in this paragraph shall be deemed to permit any action prohibited by this instrument or by terms incorporated in this instrument.

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Upon the occurrence and continuance of a Priority Lien Debt Default, and subject to the Collateral Trust Agreement, Mortgagee and Mortgagee's successors in title and assigns are now and shall be entitled to all of the rights, remedies, powers, privileges and benefits (hereinafter collectively referred to as "Rights") afforded a secured party by the UCC with reference to the Mortgaged Property in which Mortgagee has been granted a security interest herein, or Trustee or Mortgagee may proceed as to all or any part of the Mortgaged Property, whether real or personal property, in accordance with the Rights granted under this instrument in respect of the real property covered hereby, the Rights under this paragraph being cumulative of and in addition to, those granted Trustee or Mortgagee under any other provision of this instrument or under any other instrument executed in connection with or as security for the Obligations.

To the extent that any of the Mortgaged Property is not subject to the UCC, Grantor hereby assigns to Mortgagee and Mortgagee's successors in title and assigns all of Grantor's rights, titles and interests in and to the Mortgaged Property to secure the full and complete payment and performance of the Obligations.

TO HAVE AND TO HOLD the Mortgaged Property, together with all and singular the rights, privileges, contracts, hereditaments and appurtenances now or hereafter, at any time before the foreclosure or release hereof, in anywise appertaining or belonging thereto, unto Trustee and Trustee's successors or substitutes, for the uses and purposes hereinafter set forth, forever. Grantor hereby binds and obligates Grantor and Grantor's successor in title and permitted assigns to warrant and forever defend, all and singular, the Mortgaged Property unto Trustee and Trustee's successors or substitutes, against the lawful claims of any and all Persons whomsoever claiming or to claim the same or any part thereof.

Notwithstanding any provision in this Mortgage or any other agreement or instrument to the contrary, the Grantor does not grant any security interest or lien hereunder in, and the terms "Mortgaged Property", "Personal Property and Fixtures", "Subject Contracts", "Accounts", "Hydrocarbons", and "Other Minerals" shall not include, any Excluded Asset (as defined in that certain Second Amended and Restated Security and Pledge Agreement, dated as of February 14, 2018, among the Borrower, the guarantors party thereto from time to time and the Collateral Trustee, as amended, amended and restated, supplemented or otherwise modified from time to time).

Notwithstanding any provision in this Mortgage or any other agreement or instrument to the contrary, no Excluded Structure (defined below) shall secure any Obligations (defined below) consisting of Indebtedness (as defined in the Collateral Trust Agreement) owing pursuant to the Senior Credit Facility (as defined in the Collateral Trust Agreement) or any Refinancing Credit Facility.

For the purposes of this Mortgage, "Excluded Structure" shall mean, collectively, any Building (as defined in the applicable Flood Insurance Regulation) or Manufactured (Mobile) Home (as defined in the applicable Flood Insurance Regulation) located on the real property described on Exhibit "A" attached hereto.

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For the purposes of this Mortgage, "Flood Insurance Regulations" shall mean (i) the National Flood Insurance Act of 1968 as now or hereafter in effect or any successor statute thereto, (ii) the Flood Disaster Protection Act of 1973 as now or hereafter in effect or any successor statue thereto, (iii) the National Flood Insurance Reform Act of 1994 (amending 42 USC 4001, et seq.), as the same may be amended or recodified from time to time, and (iv) the Flood Insurance Reform Act of 2004 and any regulations promulgated thereunder.

The covenants and promises of this instrument shall be covenants running with the land, and each and every subsequent owner of any part of the Mortgaged Property covenants and agrees that such owner will perform, observe, and comply with each and every covenant and condition hereof. Grantor may not, without the prior written consent of Mortgagee, assign any Rights, duties or obligations hereunder.

SECTION 1. THE OBLIGATIONS.

This instrument and all Rights, titles, interests and Liens created hereby or arising by virtue hereof are given to secure payment and performance of the Priority Lien Obligations (as defined in the Collateral Trust Agreement, the "Obligations").

Notwithstanding any provision in this Mortgage to the contrary, (i) in no event is any Excluded Swap Obligation (as defined in the Credit Agreement) included in the definition of "Obligations" and (ii) this Mortgage is subject in all respects to the provisions of Section 12.22(b) of the Credit Agreement regarding Excluded Swap Obligations.

SECTION 2. REPRESENTATIONS, WARRANTIES AND COVENANTS.

2.1. Grantor represents and warrants to Mortgagee and to Trustee as follows as of the Effective Date:

(a) The representations and warranties set forth in each Priority Lien Document pertaining to Grantor are incorporated herein by reference as if set forth herein and each such representation and warranty is true and correct.

(b) (i) Grantor has good and defensible title to the Subject Interests (to the extent of the undivided interests specified on Exhibit A), good and defensible title to the Subject Contracts, and good title to all personal Properties that are Mortgaged Property, in each case, free and clear of all Liens except Permitted Liens; (ii) all rentals, royalties and other amounts due and payable by Grantor in respect thereof (and, to the best of Grantor's knowledge without independent investigation, all rentals, royalties and other amounts due and payable by third parties in respect thereof) have been duly paid or provided for, in each case except (Y) for amounts that are being contested in good faith by appropriate proceedings and for which Grantor has set aside on its books adequate reserves in accordance with GAAP (as defined in the Credit Agreement) or (Z) to the extent that the failure to pay or provide therefor could not reasonably be expected to result in a Material Adverse Effect (as defined in the Credit Agreement); and (iii) all leases or subleases comprising a part of the Subject Interests or the Subject Contracts are

in full force and effect (except to the extent that the failure thereof to be in full force and effect could not reasonably be expected to result in a Material Adverse Effect).

2.2. Grantor, for Grantor and Grantor's successors and permitted assigns, covenants and agrees with Mortgagee to perform and observe each and all of the covenants and agreements of Grantor set forth in the Priority Lien Documents, subject to any applicable grace periods provided in each Priority Lien Document (and any waiver, consent, cure or amendment under any such Priority Lien Document shall automatically constitute a corresponding waiver, consent, cure or amendment hereunder).

SECTION 3. DEFAULTS AND REMEDIES.

3.1. Upon the occurrence and during the continuance of a Priority Lien Debt Default, subject to and in accordance with the applicable provisions of the Collateral Trust Agreement, and to any mandatory requirements or limitations of applicable Law then in force, Mortgagee may do, or may direct Trustee to do, any one or more of the following:

(a) If Grantor has failed to keep or perform any covenant whatsoever contained in any Priority Lien Document, Mortgagee may, at its option, perform or attempt to perform such covenant. Any payment made or expense incurred in the performance or attempted performance of any such covenant shall be a part of the Obligations, and Grantor promises, upon demand, to pay to Mortgagee, at such place as Mortgagee may direct by written notice, all sums so advanced or paid by Mortgagee, with interest at the rate of eight and one-quarter percent per annum (8¼%) (the "Default Rate") from the date when paid or incurred by Mortgagee. No such payment by Mortgagee shall constitute a waiver of any Priority Lien Debt Default. In addition to the Liens hereof, Mortgagee shall be subrogated to all Rights and Liens securing the payment of any debt, claim, Tax (as defined in the Credit Agreement) or assessment for the payment of which Mortgagee may make an advance, or which Mortgagee may pay.

(b) Mortgagee may, without notice, demand, notice of intent to accelerate or protest, notice of acceleration or notice of protest, all of which are hereby expressly waived by Grantor and all other parties obligated in any manner whatsoever on the Obligations, declare the entire unpaid balance of the Obligations, or any part thereof, immediately due and payable, and upon such declaration, the Obligations so declared to be due and payable shall be immediately due and payable, and the Liens hereof shall then be subject to foreclosure in accordance with applicable Law.

(c) A POWER OF SALE HAS BEEN GRANTED IN THIS MORTGAGE. A POWER OF SALE MAY ALLOW THE MORTGAGEE OR TRUSTEE TO TAKE THE MORTGAGED PROPERTY AND SELL IT WITHOUT GOING TO COURT IN A FORECLOSURE ACTION UPON DEFAULT BY THE GRANTOR UNDER THIS MORTGAGE.

Mortgagee may, where permitted by Law, request Trustee to proceed with foreclosure, and in such event Trustee is hereby authorized and empowered, and it shall be his special duty, upon such request of Mortgagee, and to the extent permitted by applicable Law, to

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sell all or any part of the Mortgaged Property at one or more sales, as an entirety or in parcels, at such place or places and otherwise in such manner and upon such notice as may be required by applicable Law, or, in the absence of any such requirement, as Trustee or Mortgagee may deem appropriate, and to make conveyance to the purchaser or purchasers thereof. Any such sale shall be made to the highest bidder or bidders, at the courthouse door of the county wherein the Mortgaged Property is situated; provided that, if the Mortgaged Property is situated in more than one county, such sales of the Mortgaged Property, or part thereof, may be made in any county wherein any part of the Mortgaged Property is situated. Any such sale shall be made at public outcry; between the hours of ten o'clock a.m. and four o'clock p.m. on the first Tuesday in any month, after having given notice of such sale by posting, or causing to be posted, written or printed notice at the courthouse door in the county, or if more than one, then in each of the counties, where the Subject Interests then subject to the Liens of this instrument are situated, which notice shall designate the county where the Mortgaged Property (or the part thereof to be sold) will be sold, and which notice shall be posted for at least three consecutive weeks before the day of sale, and Mortgagee shall, at least 21 calendar days preceding the date of sale, serve written notice of the proposed sale by certified mail on Grantor or other Person obligated to pay the Obligation according to the records of Mortgagee. If the applicable Law in force as of the Effective Date hereof should hereafter be amended to require a different notice of sale applicable to sales of property of the nature of the Mortgaged Property under powers of sale conferred by deeds of trust, Trustee may, in his sole discretion, to the extent permitted by applicable Law, give either the notice of sale required by applicable Law in effect on the Effective Date or the notice of sale prescribed by the amended Law and nothing herein shall be deemed to require Mortgagee or Trustee to do, and Mortgagee and Trustee shall not be required to do, any act other than as required by applicable Law in effect at the time of any such sale. After such sale, Trustee shall make to the purchaser or purchasers thereunder good and sufficient deeds, assignments or bills of sale in the name of Grantor, conveying or transferring the Mortgaged Property, or any part thereof, so sold to the purchaser or purchasers containing such warranties of title as are customarily given, which warranties shall be binding upon Grantor.

Sale of a part of the Mortgaged Property shall not exhaust the power of sale, but sales may be made from time to time until the Obligations are paid and performed in full. It shall not be necessary to have present or to exhibit at any such sale any of the Personal Property and Fixtures. In addition to the Rights and other powers of sale granted under the preceding provisions of this Section 3.1(c), upon the occurrence and during the continuation of any Priority Lien Debt Default, Mortgagee may, subject to, and in accordance with, the applicable provisions of the Collateral Trust Agreement, at its option, at once or at any time thereafter while any matured installment remains unpaid, without declaring the entire Obligations to be due and payable, orally or in writing, enforce, or direct Trustee to enforce (as provided by applicable Law), the Liens created by this instrument and sell the Mortgaged Property subject to such matured indebtedness and the Liens securing its payment, in the same manner, on the same terms, at the same place and time and after having given notice in the same manner, all as provided in the preceding provisions of this Section 3.1(c). After such sale, Mortgagee or Trustee (as

provided by applicable Law) shall make due conveyance to the purchaser or purchasers. Sales made without maturing the Obligations may be made hereunder whenever there is a Priority Lien Debt Default in the payment of any installment of the Obligations without exhausting the power of sale granted hereby and without affecting in any way the power of sale granted under this Section 3.1(c), the unmatured balance of the Obligations (except as to any proceeds of any sale which Mortgagee may apply as prepayment of the Obligations), or the Liens securing payment of the Obligations. The sale or sales of less than the whole of the Mortgaged Property shall not exhaust the power of sale herein granted, and Mortgagee or Trustee (as provided by applicable Law) is specifically empowered to make successive sale or sales under such power until the whole of the Mortgaged Property shall be sold. It is intended by each of the foregoing provisions of this Section 3.1(c) that Mortgagee may, or if applicable, Trustee may, after any request or direction by Mortgagee, sell not only the Subject Interests but also all other items constituting a part of the Mortgaged Property along with the Subject Interests, or any part thereof, all as a unit and as a part of a single sale, or may sell any part of the Mortgaged Property separately from the remainder of the Mortgaged Property. If the proceeds of such sale or sales of less than the whole of such Mortgaged Property shall be less than the aggregate of the Obligations, including the expense of enforcing the trust created by this instrument, the Liens of this instrument shall remain in full force and effect as to the unsold portion of the Mortgaged Property just as though no sale or sales of less than the whole of the Mortgaged Property had occurred, but Mortgagee shall have the right, at its sole election, to sell, or as applicable, request Trustee to sell, less than the whole of the Mortgaged Property. In the event any questions should be raised as to the regularity or validity of any sale hereunder, Mortgagee or Trustee (as provided by applicable Law) shall have the right and is hereby authorized to make resale of said property so as to remove any questions or doubt as to the regularity or validity of the previous sale, and as many resales may be made as may be appropriate. It is agreed that, in any deed or deeds given by Mortgagee or Trustee (as provided by applicable Law), any and all statements of fact or other recitals therein made as to the identity of Mortgagee, or as to the occurrence or existence of any Priority Lien Debt Default, or as to the request to sell, notice of sale, time, place, terms, and manner of sale, and receipt, distribution, and application of the money realized therefrom, or as to the due and proper appointment of a substitute Trustee, and, without being limited by the foregoing, as to any other act or thing having been duly done by Mortgagee or by Trustee, shall be taken by all Tribunals as prima facie evidence that the said statements or recitals are true and correct and are without further question to be so accepted, and Grantor does hereby ratify and confirm any and all acts that Trustee may lawfully do in the premises by virtue hereof. In the event of the resignation or death of Trustee or his removal from his county of residence stated on the first page hereof, or his failure, refusal, or inability, for any reason, to make any such sale or to perform any of the trusts herein declared, or, at the option of Mortgagee, without cause, Mortgagee may appoint, in writing, a substitute trustee, who shall thereupon succeed to all the estates, titles, rights, powers, and trusts herein granted to and vested in Trustee. If Mortgagee is a national banking association, regulated bank or financial institution or a corporation, such appointment may be made on behalf of such Mortgagee by any person who is then the president, or any vice-president, or the cashier or secretary, or any other authorized officer or agent of Mortgagee. In the event of the

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resignation or death of any such substitute trustee, or his failure, refusal, or inability to make such sale or perform such trusts, or, at the option, of Mortgagee, without cause, Mortgagee may appoint successive substitute trustees from time to time in the same manner. Wherever herein the word "Trustee" is used, the same shall mean the person who is the duly appointed Trustee or substitute Trustee hereunder at the time in question. If at any time or times Mortgagee shall deem it necessary or prudent so to do, subject to the Collateral Trust Agreement, Mortgagee shall have the power, by an instrument executed by Mortgagee to appoint one or more persons either to act as separate trustee or trustees or co-trustee or co-trustees jointly with Trustee, of all or any specified part of the Mortgaged Property; and the person or persons so appointed shall be such separate trustee or co-trustee or co-trustees with such rights and remedies as shall be specified in such instrument to be executed as aforesaid, to the extent not prohibited by Law. Any such separate or co-trustee may resign or be removed in the same manner as can Trustee. Trustee and any separate or co-trustees shall have no responsibility for the acts and omissions of each other.

(d) Mortgagee may, or Trustee may upon written request of Mortgagee, in lieu of or in addition to exercising the power of sale provided for in Section 3.1(c) hereof proceed by suit or suits, at Law or in equity, to enforce the payment and performance of the Obligations in accordance with the terms hereof, and of the other Priority Lien Documents evidencing it, to foreclose the Liens and this instrument as against all, or any part of the Mortgaged Property, and to have all or any part of the Mortgaged Property sold under the judgment or decree of a court of competent jurisdiction.

(e) Mortgagee may (without notification, if permitted by applicable Law) enter upon the Mortgaged Property, take possession of the Mortgaged Property, and remove the Personal Property and Fixtures, or any part thereof, with or without judicial process, and, in connection therewith, without any responsibility or liability on the part of Mortgagee, take possession of any property located on or in the Mortgaged Property which is not a part of the Mortgaged Property and hold or store such property at Grantor's expense. If necessary to obtain the possession provided for in this Section 3.1(e), Mortgagee or Trustee may undertake any and all remedies to dispossess Grantor, including, specifically, one or more actions for forcible entry and detainer, trespass to try title and restitution.

(f) Mortgagee may require Grantor to assemble the Personal Property and Fixtures and any other items of the Mortgaged Property, or any part thereof, and make it available to Mortgagee at a place to be designated by Mortgagee which is reasonably convenient to Grantor and Mortgagee.

(g) Mortgagee may surrender the insurance policies maintained pursuant to the Priority Lien Documents, or any part thereof, and receive and apply the unearned premiums as a credit on the Obligations, and, in connection therewith, Grantor hereby appoints Mortgagee as the agent and attorney-in-fact for Grantor (with full powers of substitution) to collect such premiums, which power of attorney shall be deemed to be a power coupled with an interest and therefore irrevocable until the release of the Liens evidenced by this instrument.

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(h) Mortgagee may retain the Personal Property and Fixtures and any other items of the Mortgaged Property, or any part thereof, in satisfaction of the Obligations whenever the circumstances are such that Mortgagee is entitled to do so under the UCC.

(i) Mortgagee shall have the right to become the purchaser at any sale of the Mortgaged Property held by Trustee or by any court, receiver or public officer, and Mortgagee shall have the right to credit upon the amount of the bid made therefor, the amount payable out of the net proceeds of such sale to Mortgagee. Recitals contained in any conveyance made to any purchaser at any sale made hereunder shall conclusively establish the truth and accuracy of the matters therein stated, including without limiting the generality of the foregoing, nonpayment of the unpaid principal sum of, interest accrued on, and fees payable in respect of, the Obligations after the same has become due and payable, and advertisement and conduct of such sale in the manner provided herein or appointment of any successor Trustee hereunder.

(j) Mortgagee may buy the Personal Property and Fixtures and any other items of the Mortgaged Property, or any part thereof, at any private disposition if the Mortgaged Property or the Personal Property and Fixtures, or the part thereof being disposed of, is a type customarily sold in a recognized market or a type which is the subject of widely distributed standard price quotations.

(k) Mortgagee shall have and may exercise any and all other Rights which Mortgagee may have under the UCC, by virtue of the Priority Lien Documents at Law, in equity or otherwise.

(l) Notwithstanding Sections 51.003, 51.004, and 51.005 of the Texas Property Code, if and to the extent applicable, or any other statute requiring otherwise, and to the extent permitted by Law, Grantor agrees that in the event an interest in any of the Mortgaged Property is foreclosed upon pursuant to a judicial or nonjudicial foreclosure sale, Mortgagee shall be entitled to seek a deficiency judgment from Grantor and any other party obligated on the secured indebtedness equal to the difference between the amount owing on the secured indebtedness and the amount for which the mortgaged property was sold pursuant to judicial or nonjudicial foreclosure sale. Grantor expressly recognizes that this section constitutes a waiver of applicable statutes which would otherwise permit Grantor and other persons against whom recovery of deficiencies is sought or guarantor independently (even absent the initiation of deficiency proceedings against them) to present competent evidence of the fair market value of the Mortgaged Property as of the date of the foreclosure sale and offset against any deficiency the amount by which the foreclosure sale price is determined to be less than such fair market value. Grantor further recognizes and agrees that this waiver creates an irrebuttable presumption that the foreclosure sale price is equal to the fair market value of the Mortgaged Property for purposes of calculating deficiencies owed by Grantor, any guarantor, and others against whom recovery of a deficiency is sought.

(m) Grantor agrees that, in the event of any "transfer" of the Mortgaged Property without the prior written consent of Mortgagee, except any transfer permitted under the provisions of the Priority Lien Documents, Mortgagee has the absolute right at

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its option, without prior demand or notice, to declare all sums secured by this Mortgage immediately due and payable. Consent to one such transaction will not be deemed to be a waiver of the right to require consent to future or successive transactions. Mortgagee may grant or deny such consent in its sole discretion and, if consent is given, any such transfer will be subject to this Mortgage, and any such transferee shall assume all obligations hereunder and agree to be bound by all provisions contained herein. Such assumption will not, however, release Grantor or any other maker or guarantor of the Obligations from any liability thereunder without the prior written consent of Mortgagee. As used herein, "transfer" includes the direct or indirect sale, agreement to sell, transfer, conveyance, pledge, collateral assignment or hypothecation of the Mortgaged Property, other than easements, leases, licenses, and similar transfers which do not materially impair the value of the Mortgaged Property, or any portion thereof or interest therein, whether voluntary, involuntary, by operation of Law or otherwise.

3.2. If Mortgagee is the purchaser of the Mortgaged Property, or any part thereof, at any sale thereof, whether such sale be under the power of sale hereinabove vested in Trustee, or upon any other foreclosure of the Liens hereof, or otherwise, Mortgagee shall, upon any such purchase, acquire good and marketable title to the Mortgaged Property so purchased, free of the Liens of these presents.

3.3. Should any part of the Mortgaged Property come into the possession of Trustee or Mortgagee, whether before or after a Priority Lien Debt Default, Trustee or Mortgagee may use or operate the Mortgaged Property for the purpose of preserving its value, pursuant to the order of a Tribunal, or pursuant to the Rights which Grantor has with respect to the management, protection, preservation and operation of the Mortgaged Property, or in accordance with any other Rights held by Trustee or Mortgagee in respect of the Mortgaged Property. Such operations may be conducted through any contract operator or other Person designated by Trustee or Mortgagee. Grantor covenants promptly to reimburse and pay to Trustee or Mortgagee, at the place as may be designated by Trustee or Mortgagee in writing, the amount of all reasonable expenses (including the cost of any insurance, Taxes, additional drilling and reworking, whether successful or unsuccessful, or other charges) incurred by Mortgagee in connection with its custody, preservation, use or operation of the Mortgaged Property, together with interest thereon from the date incurred by Mortgagee at the Default Rate, and all such expenses, costs, Taxes, interests and other charges shall be a part of the Obligations. It is agreed, however, that the risk of accidental loss or damage to the Mortgaged Property is on Grantor, and Mortgagee shall have no liability whatsoever for decline or diminution in value of the Mortgaged Property, nor for failure to obtain or maintain insurance, nor for failure to determine whether any insurance ever in force is adequate as to amount or as to the risks insured.

3.4. In case the Liens hereof shall be foreclosed by exercise of the above powers of sale, or by other judicial or non-judicial action, the purchaser at any such sale shall receive, as an incident to such purchaser's ownership, immediate possession of the Mortgaged Property, or any part thereof sold to such purchaser, and, subsequent to foreclosure, Grantor shall be considered a tenant at sufferance of the purchaser at the foreclosure sale, and any Person occupying the Mortgaged Property, or portion thereof so sold, after demand has been made for possession thereof, shall be guilty of forcible detainer and shall be subject to eviction and removal, forcible

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or otherwise, with or without process of Law, and all damages by reason thereof are hereby expressly waived.

3.5. Subject to, and in accordance with, the applicable provisions of the Collateral Trust Agreement, the proceeds from any sale or other disposition made pursuant to this Section 3 or sums received pursuant to Section 5.5 hereof shall be applied by Trustee or by Mortgagee, as the case may be, as provided in Section 3.4 of the Collateral Trust Agreement; provided the application of such proceeds shall be subject in all respects to the provisions of the last sentence of Section 10.02(c) of the Credit Agreement regarding Excluded Swap Obligations, to the extent at the time of such application there exists any Excluded Swap Obligations, regardless of whether the Credit Agreement is then in effect unless the Credit Agreement has been replaced by a Refinancing Credit Facility.

3.6. In the event a foreclosure hereunder is commenced by Trustee in accordance with Section 3.1(c), Mortgagee may at any time before the sale direct Trustee to abandon the sale, and may then institute suit for the collection of the Obligations, or for the foreclosure of the Liens hereof. If Mortgagee should institute a suit for the collection of the Obligations, or for foreclosure of the Liens hereof, it may at any time before the entry of a final judgment in said suit, dismiss the same, and require Trustee to sell the Mortgaged Property, or any part thereof, in accordance with the provisions of this instrument.

3.7. All Rights available to Mortgagee and Trustee hereunder are cumulative of and in addition to all of the Rights granted to Mortgagee or Trustee at Law or in equity, or under the Priority Lien Documents.

SECTION 4. ASSIGNMENT OF PRODUCTION.

4.1. Grantor does hereby GRANT, SELL, ASSIGN, CONVEY, TRANSFER and SET OVER unto Mortgagee, its successors in title and assigns, and grant to Mortgagee, its successors in title and assigns, all of the following:

(a) All Hydrocarbons and Other Minerals and all as-extracted collateral, and the proceeds from the Subject Interests, and products obtained or processed therefrom, and proceeds therefrom;

(b) All amounts, or proceeds hereafter payable to, or to become payable to, Grantor or to which Grantor is entitled pursuant to all Subject Contracts now or hereafter relating to any part of the Subject Interests; and

(c) All amounts, sums, monies, revenues and income which become payable to Grantor from, or with respect to, all of the Mortgaged Property or pursuant to any Subject Contract, present or future, now or hereafter constituting a part of the Mortgaged Properties.

TO HAVE and TO HOLD the foregoing unto Mortgagee, its successors in title and assigns, forever, subject however, to the terms and provisions of this instrument. Until such time as a Priority Lien Debt Default has occurred and is continuing, Mortgagee hereby grants to

Grantor a license to sell such production described above and receive the production Proceeds (defined below), which license shall automatically terminate upon the occurrence of a Priority Lien Debt Default and for so long as the same continues.

4.2. Subject to, and in accordance with, the applicable provisions of the Collateral Trust Agreement, Grantor hereby authorizes and empowers Mortgagee to demand, collect, receive and receipt for the "Proceeds" (defined herein to mean all production, proceeds and payments assigned hereunder, as described in Section 4.1 hereof), and to endorse and cash any checks and drafts payable to Grantor, or to Mortgagee for the account of Grantor, received in connection with the Proceeds. Grantor hereby appoints Mortgagee as the appointed agent and attorney-in-fact of Grantor, for the purpose of executing any "Receipt" (defined herein to mean any transfer order, payment order, division order, receipt, release or other instrument) that Mortgagee deems necessary in order for Mortgagee to demand, collect, receive and receipt for the Proceeds. In addition, Grantor agrees that upon Mortgagee's request, Grantor shall promptly execute and deliver to Mortgagee such Receipts as Mortgagee may deem necessary, convenient or appropriate in connection with the payment and delivery directly to Mortgagee of all Proceeds. Grantor hereby authorizes and directs all "Purchasers" (defined herein to mean all pipeline companies, purchasers, transporters, any other Person now or hereafter purchasing Hydrocarbons, or any part thereof, or now or hereafter having in their possession or control any Proceeds from or allocated to the Subject Interests, or any part thereof, or now or hereafter otherwise owing monies to Grantor under the Subject Contracts herein assigned), or operators under applicable joint operating agreements to pay or deliver such Proceeds as provided in the Priority Lien Documents or in such other manner as Mortgagee may direct to the Purchasers in writing, and this authorization shall continue until this instrument is released. All Receipts may be relied upon in all respects by Purchasers, and the same shall be binding upon Grantor. No Purchaser shall have any responsibility to see to the application of the assignment herein contained and each Purchaser shall be released hereby from any and all liability to Grantor to the full extent and amount of all Proceeds so paid or delivered. Grantor agrees to indemnify and hold harmless each Purchaser against any and all liabilities, actions, claims, judgments, costs, charges, costs of investigation and attorneys' fees resulting from the paying for or delivery of any such Proceeds to Mortgagee. Should Mortgagee bring suit against any Purchaser for collection of any amounts or sums included within this assignment (and Mortgagee shall have the right to bring any such suit), it may sue either in its own name or in the name of Grantor.

4.3. Independently of the foregoing provisions and authorities herein granted, Grantor shall execute and deliver any and all Receipts that may be requested by Mortgagee or that may be required by any Purchaser to effect payment or delivery of the Proceeds directly to Mortgagee after the occurrence and during the continuation of a Priority Lien Debt Default. If pursuant to any existing Subject Contract, any Proceeds are required to be paid or delivered by any Purchaser directly to Grantor so that under such existing Subject Contracts the Proceeds cannot be paid or delivered directly to Mortgagee in the absence of foreclosure, then, if Mortgagee has requested after the occurrence and during the continuation of a Priority Lien Debt Default that the Proceeds be paid or delivered directly to it under the assignment herein contained, the Proceeds which for any reason must be paid or delivered to Grantor shall, when received by Grantor, constitute trust funds in Grantor's hands and shall be immediately paid over by Grantor to Mortgagee. Promptly upon the request of Mortgagee at reasonable intervals or as otherwise

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provided in the Priority Lien Documents, and in any event at least once every 12 months, Grantor shall furnish Mortgagee with the names and addresses of each Purchaser, as Mortgagee may request.

4.4. Mortgagee is hereby absolved from all liability for failure to enforce collection of the Proceeds assigned under Section 4.1 hereof and from all other responsibility in connection therewith, except the responsibility to account (by application to the Obligations or otherwise) for funds actually received. If Mortgagee receives monies in excess of the amount of the Proceeds to which Grantor is entitled, Mortgagee will make a reasonable effort to pay any such excess monies of which Mortgagee is aware to the other parties legally entitled thereto; provided, that, Grantor agrees to indemnify and hold Trustee and Mortgagee harmless against any and all liabilities, actions, claims, judgments, costs, charges and attorneys' fees by reason of the assertion that they or either of them have received, either before or after payment and performance in full of the Obligations, funds from the Proceeds of Hydrocarbons claimed by a third Person, or any other Proceeds in which a Person claims an adverse interest. Trustee and Mortgagee shall each have the right to defend against any such claims or actions, employ attorneys of their own selection, and if not furnished with indemnity satisfactory to each of them, they alone shall each have the right to compromise and adjust any such claims, actions and judgments, and in addition to the Rights to be indemnified as herein provided, all amounts paid by Trustee or by Mortgagee in compromise, satisfaction or discharge of any such claim, action or judgment, and all court costs, attorneys' fees and other expenses of every character incurred by Trustee or by Mortgagee pursuant to the provisions of this Section 4.4 shall be demand obligations owing by Grantor and shall bear interest at the Default Rate from the date of expenditure until paid, and any such payments so made by Mortgagee and the interest thereon shall be part of the Obligations and shall be secured by the Liens evidenced by this instrument.

4.5. The Rights of Mortgagee pursuant hereto shall be cumulative of all other security of any and every character now or hereafter existing to secure the payment of the Obligations. Proceeds received under this Section 4 shall be placed in a deposit account and credited to the Obligations in the manner and order provided for in the Priority Lien Documents and the Collateral Trust Agreement; provided that, such Proceeds shall not be deemed applied to payment of the Obligations, unless and until such Proceeds are actually applied thereto. Mortgagee may, subject to, and in accordance with, the applicable terms of the Priority Lien Documents and the Collateral Trust Agreement, permit Proceeds received by it to be returned to Grantor (rather than applied to the Obligations) for use in Grantor's operations.

SECTION 5. MISCELLANEOUS.

5.1. Upon the Discharge of Priority Lien Obligations, and if Grantor shall well and truly perform all of Grantor's covenants contained herein, then this instrument shall become null and void and, at Grantor's request and expense (to the extent permitted by applicable Law), it shall be released; otherwise, it shall remain in full force and effect; provided that no release hereof shall impair Grantor's warranties and indemnities contained herein or the liabilities assumed by Grantor hereunder. To the extent provided in the Collateral Trust Agreement (including, without limitation, Sections 3.2 and 4.1 thereof), Mortgagee shall, and otherwise as Mortgagee may elect, subject to the Collateral Trust Agreement, Mortgagee may, at any time, and from time to time, release any part of the Mortgaged Property, or any property in which

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Grantor has granted a security interest to Mortgagee, or any items assigned pursuant to Section 4 hereof, from the Liens evidenced by this instrument, but no such partial release shall ever affect or impair Mortgagee's Rights or Liens hereunder, except to the extent specifically stated in such instrument of partial release.

5.2. All Rights and Liens herein expressly conferred are cumulative of all other Rights and Liens herein, or provided by Law, or provided in the Priority Lien Documents, and shall not be deemed to deprive Trustee or Mortgagee of any such other legal or equitable Rights and Liens by judicial proceedings, or otherwise, appropriate to enforce the conditions, covenants and terms of this instrument and the other Loan Documents, and the employment of any Rights hereunder, or otherwise, shall not prevent the concurrent or subsequent employment of any other appropriate Rights.

5.3. Any and all covenants in this instrument may from time to time, by instrument in writing signed by Mortgagee and delivered to Grantor, be waived to such extent and in such manner as Mortgagee may desire, subject to the Collateral Trust Agreement, but no such waiver shall ever affect or impair Mortgagee's Rights or Liens hereunder, except to the extent specifically stated in such written instrument. Impossibility shall not excuse the performance of any agreement, covenant or condition contained in this instrument.

5.4. If Grantor conveys any interest in the Mortgaged Property, or any part thereof to any other party, Mortgagee may, without notice to Grantor deal with any owner of any part of the Mortgaged Property with reference to this instrument and the Obligations, either by way of forbearance on the part of Mortgagee, or extension of time of payment of the Obligations, or release of all or any part of the Mortgaged Property, or release of any other property securing payment and performance of the Obligations, without in any way modifying or affecting Mortgagee's Rights and Liens hereunder or the liability of Grantor for payment and performance of the Obligations, in whole or in part.

5.5. Mortgagee shall be entitled to receive any and all monies which may be awarded or become payable to Grantor for the condemnation, eminent domain or other similar proceeding of the Mortgaged Property, or any part thereof, for public or quasi-public use, or by virtue of private sale in lieu thereof, and any monies which may be awarded or become payable to Grantor for damages caused by public works or construction on or near the Mortgaged Property. All such monies are hereby assigned to Mortgagee and shall be applied by Trustee, or by Mortgagee, as the case may be, pursuant to Section 3.5 hereof. Grantor shall, upon request of Mortgagee, make, execute, acknowledge and deliver any and all additional assignments and documents as may be necessary from time to time to enable Mortgagee to collect and receipt for any such monies. Mortgagee shall not be, under any circumstances, liable or responsible for failure to collect, or exercise diligence in the collection of, any of such monies.

5.6. [Reserved].

5.7. If all or any portion of the proceeds of any Priority Lien Debt have been advanced for the purpose of paying the purchase price for all or a part of the Mortgaged Property, then (a) Mortgagee shall have, and is hereby granted, a lien on the Mortgaged Property to further secure the Obligations, and (b) Mortgagee shall be subrogated to all Rights and Liens owned or claimed

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by the holder of any indebtedness which has been directly or indirectly discharged or paid from the proceeds of any Priority Lien Debt.

5.8. Whenever herein the singular number is used, the same shall include the plural where appropriate, and vice versa; and words of any gender herein shall include each other gender where appropriate.

5.9. The captions, headings and arrangements used in this instrument are for convenience only and do not in any way affect, limit, amplify or modify the terms and provisions hereof.

5.10. If any provision of this instrument, or of the other Priority Lien Documents is held to be illegal, invalid, or unenforceable under present or future Laws effective during the term hereof and thereof, such provision shall be fully severable from all other provisions in this instrument and the other Priority Lien Documents, and this instrument and the other Priority Lien Documents shall be construed and enforced as if such illegal, invalid or unenforceable provision had never comprised a part thereof, and the remaining provisions hereof and thereof shall remain in full force and effect and shall not be affected by the illegal, invalid, or unenforceable provision or by its severance therefrom. Furthermore, in lieu of such illegal, invalid or unenforceable provision, there shall be added automatically as a part of this instrument and the other Priority Lien Documents a legal, valid and enforceable provision as similar in terms to such illegal, invalid or unenforceable provision as may be possible. If any of the Liens evidenced by this instrument and the other Priority Lien Documents are invalid or unenforceable as to any part of the Obligations, or if the Liens are invalid or unenforceable as to any part of the Mortgaged Property, the Obligations shall be completely paid prior to the payment of the remaining and secured or partially secured portion of the Obligations, and all payments made on the Obligations, whether voluntary or under foreclosure or other enforcement action or procedure, shall be considered to have been first paid on and applied to the full payment of that portion of the Obligations which is not secured or fully secured by the Liens evidenced by this instrument.

5.11. THIS MORTGAGE SHALL BE GOVERNED BY AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK, EXCEPT THAT TO THE EXTENT THE LAW OF A STATE IN WHICH A PORTION OF THE MORTGAGED PROPERTY IS LOCATED (OR WHICH IS OTHERWISE APPLICABLE TO A PORTION OF THE MORTGAGED PROPERTY) NECESSARILY GOVERNS WITH RESPECT TO THE CREATION, PERFECTION AND ENFORCEMENT OF THE LIENS AND OTHER RIGHTS AND REMEDIES HEREUNDER OF THE TRUSTEE, THE MORTGAGEE OR THE COLLATERAL TRUSTEE, THE LAW OF SUCH STATE SHALL APPLY AS TO THAT PORTION OF THE MORTGAGED PROPERTY LOCATED IN (OR WHICH IS OTHERWISE SUBJECT TO THE LAWS OF) SUCH STATE.

5.12. The terms, provisions, covenants and conditions hereof shall be binding upon Grantor and Grantor's successors in title and permitted assigns and shall inure to the benefit of Mortgagee and Trustee, and their respective successors in title and assigns.

5.13. This instrument may be construed and enforced from time to time as a mortgage, deed of trust, chattel mortgage, conveyance, assignment, security agreement, pledge, financing

statement, hypothecation or contract, or any one or more of them as may be appropriate under applicable Laws, in order fully to effectuate the Liens hereof and the purposes and agreements herein set forth.

5.14. Without in any manner limiting the generality of any of the foregoing provisions hereof, with respect to the Mortgaged Property (a) some portions of the goods described or to which reference is made herein are, or are to become, fixtures on the property described on Exhibit A or to which reference is made herein; (b) the minerals and the like (including oil and gas) included in the Mortgaged Property and the accounts resulting from the sale thereof will be financed at the wellhead(s) or minehead(s) located on the property described on Exhibit A or to which reference is made herein; and (c) this instrument is to be filed of record in the real estate records as a financing statement. A carbon, photographic or other reproduction of this instrument shall be sufficient as a financing statement.

5.15. Executed original counterparts of this instrument are to be filed for record in the records of the jurisdictions wherein the Mortgaged Property is situated, and shall have annexed thereto as Exhibit A only the portions or divisions containing specific descriptions of the Mortgaged Property relating to the Lands located in such jurisdictions. Whenever a recorded counterpart of this instrument contains specific descriptions which are less than all of the descriptions contained in any full counterpart lodged with Mortgagee, the omitted descriptions are hereby included by reference in such recorded counterpart as if each recorded counterpart conformed to any full counterpart lodged with Mortgagee.

5.16. This instrument has been executed in a number of identical counterparts, each of which shall be deemed an original, and all of which are identical, except that in order to facilitate recordation, portions of Exhibit A hereto which describe Mortgaged Property situated in jurisdictions other than the particular jurisdiction in which a counterpart hereof is being recorded may be omitted from such counterpart. In making proof of this instrument, it shall not be necessary for Trustee or Mortgagee to account for all counterparts, and it shall be sufficient for Trustee or Mortgagee to produce but one such counterpart.

[Signature and Acknowledgment Page Follows]

IN WITNESS WHEREOF this instrument is executed as of the day and year set forth for Grantor's acknowledgment hereto, but shall be effective as of Effective Date.

GRANTOR:

SN PALMETTO, LLC, a Delaware limited liability company

By: _____
Name: Howard J. Thill
Title: Chief Financial Officer

Address:
1000 Main Street, Suite 3000
Houston, Texas 77002

STATE OF TEXAS §
§
COUNTY OF HARRIS §

The foregoing instrument was acknowledged before me this 13 day of April, 2018, by Howard J. Thill, as Chief Financial Officer of SN Palmetto, LLC, a Delaware limited liability company, on behalf of said limited liability company.

Witness my hand and official seal.

PATRICIA E CAIN
Notary ID # 1883331
NOTARY PUBLIC
STATE OF TEXAS
My Comm. Exp. Jul 27, 2020

[Notary Stamp]

_____
Notary Public, State of Texas

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MORTGAGEE:

ROYAL BANK OF CANADA, as Collateral Trustee

By: _____
Don J. McKinnerney
Authorized Signatory

Address:
2800 Post Oak Boulevard, Suite 3900
Houston, Texas 77056

STATE OF TEXAS §
§
COUNTY OF HARRIS §

The foregoing instrument was acknowledged before me this 13th day of April, 2018, by Don J. McKinnerney as Authorized Signatory of Royal Bank of Canada, on behalf of said bank.

Witness my hand and official seal.

_____
Notary Public, State of Texas

[Notary Stamp]

ANDREW MEDINA
MY COMMISSION EXPIRES
January 2, 2019

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EXHIBIT A

TO THAT AMENDED AND RESTATED MORTGAGE, DEED OF TRUST, SECURITY AGREEMENT, FINANCING STATEMENT AND ASSIGNMENT OF PRODUCTION FROM SN PALMETTO, LLC TO CHARLES R. SALMON, TRUSTEE FOR THE BENEFIT OF ROYAL BANK OF CANADA, AS COLLATERAL TRUSTEE UNDER THE COLLATERAL TRUST AGREEMENT, AS MORTGAGEE

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Introduction to Exhibit A

The Grantor hereby agrees and affirms that this Introduction to Exhibit A is an amplification and explanation of the terminology, format and information contained in Exhibit A and that this instrument shall be construed as a whole with reference to the entirety of its provisions (including all Exhibits).

1. This instrument covers the Grantor's entire interest in each of the land parcels, mineral servitudes, mineral leases, mineral royalties and other mineral rights described in Exhibit A, as now owned or as hereafter acquired. The inclusion of the Grantor's "net revenue interests", "working interests" and undivided leasehold interests, by the listing of percentage, decimal or fractional numbers or otherwise, as well as the inclusion of depth limitations, spacing unit designations and agreements, well names and well arabic numbers are generally for descriptive purposes. The inclusion (or the inaccuracy thereof) of this information is not in any way a limitation or restriction on the interest of the Grantor being subjected to the lien and encumbrance of this instrument. All right, title and interest of the Grantor in the properties described herein are subject to this Mortgage, regardless of the presence of any units or wells (existing or future) not described herein.

2. The leases listed below each well or group of wells relate to one or more of such listed wells. This instrument is intended to cover the entire interest of the Grantor in any lease described in Exhibit A, including (without limitation) even if a lease is listed under one set of wells but erroneously is not listed under another set of wells. Reference is made to the land descriptions contained in the documents of title recorded as described in Exhibit A.

3. References in Exhibit A to instruments on file in the public records are made for all purposes. Unless provided otherwise, all recording references in Exhibit A are to the official real property records of the county or counties in which the mortgaged property is located and in which records such documents are or in the past have been customarily recorded, whether Conveyance Records, Deed Records, Oil and Gas Records, Mineral Lease Records, Oil and Gas Lease Records, Tract Indexes or other records.

4. Each reference to a lease or a contract in Exhibit A shall be deemed a reference to said lease or contract as said lease or contract may have been amended or ratified by all amendments or ratifications heretofore executed, whether or not referred to herein.

5. A statement herein that a certain interest described herein is subject to the terms of certain described or referred to agreements, instruments or other matters shall not operate to subject such interest to any such agreement, instrument or other matter except to the extent that such agreement, instrument or matter is otherwise valid and presently subsisting nor shall such statement be deemed to constitute a recognition by the parties hereto that any such agreement, instrument or other matter is valid and presently subsisting or binding against the Mortgagee.

[See attached]

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Exhibit A

SN PALMETTO, LLC
DeWitt, Frio, Gonzales, and Zavala Counties, TX Mortgage

Exhibit A
Leases

Lease No.	Lessor	Lessee	Lease Date	Expiration Date	Book	Page	Instrument No.	County	State
T0463045	KOENNING, ROY ALLEN	EOG RESOURCES INC	2/10/2009	2/10/2014	999	837	239874	De Witt	TX
T0556038-001	VOTAW, LARRY, ET UX	CARRIZO EXPLORATION, INC	1/7/2002	7/7/2003	147	32	230	Dimmit	TX
T0556038-002	YANKE, FORREST HEMPHILL	CARRIZO EXPLORATION, INC	1/7/2002	7/7/2003	147	36	231	Dimmit	TX
T0556038-003	HEMPHILL, HARRIET	CARRIZO EXPLORATION, INC	1/7/2002	7/7/2003	147	40	232	Dimmit	TX
T0556038-004	L&HB PROPERTIES, LTD	CARRIZO EXPLORATION, INC	1/7/2002	7/7/2003	147	44	233	Dimmit	TX
T0556038-005	HEMPHILL, ROBERT W., JR.	CARRIZO EXPLORATION, INC	1/7/2002	7/7/2003	147	97	295	Dimmit	TX
T0616002-001	BRISCOE RANCH INC	EDWARD G VAUGHAN	12/1/2005	11/30/2010	329	138	7002	Dimmit	TX
T0616001-001	BRISCOE RANCH INC	EDWARD G VAUGHAN	12/1/2005	11/30/2010	329	394	7051	Dimmit	TX
T0619005	BRISCOE RANCH INC	ANADARKO E&P COMPANY LP	10/15/2005	10/15/2017	329	397	7052	Dimmit	TX
T0616001-002	MOODY FOUNDATION ET AL	EDWARD G VAUGHAN	12/1/2005	11/30/2010	329	484	7078	Dimmit	TX
T0619003	BRISCOE RANCH INC	ANADARKO E&P COMPANY LP	10/15/2005	10/15/2017	335	276	8081	Dimmit	TX
T0616004	STATE OF TEXAS MF-107481 ET AL	ANADARKO E&P COMPANY LP	5/14/2007	5/14/2010	336	199	8251	Dimmit	TX
T0619002-001	BRISCOE RANCH INC	ANADARKO E&P COMPANY LP	10/15/2005	10/15/2017	338	617	8649	Dimmit	TX
T0620003-001	SOUTH SPUR LP	ANADARKO E&P COMPANY LP	3/6/2006	3/6/2018	343	325	9442	Dimmit	TX
T0616003-001	DIAMOND H RANCHES LIMITED PARTNERSHIP	ANADARKO E&P COMPANY LP	5/14/2007	5/14/2010	344	6	9540	Dimmit	TX
T0620001-001	ROGERS DENTONIO RANCH	ANADARKO E&P COMPANY LP	3/6/2006	3/6/2011	344	46	9545	Dimmit	TX
T0619006-001	DIANA M STUMBERG ET AL	ST MARY LAND AND EXPLORATION COMPANY	11/5/2008	11/4/2011	0354	0171	11322	Dimmit	TX
T0619004	BRISCOE RANCH INC	ANADARKO E&P COMPANY LP	3/1/2010	10/15/2017	0382	0013	14190	Dimmit	TX
T0619016-001	MARGARET WESCOE	ANADARKO E&P COMPANY LP	3/10/2010	3/10/2018	392	487	15992	Dimmit	TX
T0619016-002	BRANDON CHRISTOPHER WESCOE	ANADARKO E&P COMPANY LP	5/12/2010	5/12/2018	392	490	15993	Dimmit	TX
T0620020	BERNARD PREECE ET AL	ANADARKO E&P COMPANY LP	7/9/2010	7/9/2017	393	414	16173	Dimmit	TX
T0619016-003	SANDRA D WESCOE	ANADARKO E&P COMPANY LP	5/13/2010	5/13/2018	395	565	16572	Dimmit	TX
T0616007-001	TRIPLE B INVESTMENTS LLC	ANADARKO E&P COMPANY LP	11/26/2010	11/25/2016	401	548	17517	Dimmit	TX
T0619016-004	TRACI W MCDEVITT	ANADARKO E&P COMPANY LP	5/13/2010	5/13/2018	402	198	17629	Dimmit	TX
T0619007-001	EVELYN I METCALF	ANADARKO E&P COMPANY LP	9/23/2010	9/23/2015	402	201	17630	Dimmit	TX
T0619007-007	FRANK VANCE	ANADARKO E&P COMPANY LP	3/15/2011	3/15/2016	406	356	18321	Dimmit	TX
T0619007-012	HARRY VANCE JR	ANADARKO E&P COMPANY LP	3/15/2011	3/15/2016	406	360	18322	Dimmit	TX
T0619007-008	MARY RUTH RICE	ANADARKO E&P COMPANY LP	3/14/2011	3/14/2016	406	364	18323	Dimmit	TX
T0619007-011	LINDA KAY CARTER	ANADARKO E&P COMPANY LP	3/11/2011	3/11/2016	406	368	18324	Dimmit	TX
T0619007-010	CAROL JEAN MAYFIELD	ANADARKO E&P COMPANY LP	3/14/2011	3/14/2016	406	372	18325	Dimmit	TX

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T0619007-009	JACK JOHN METCALF	ANADARKO E&P COMPANY LP	3/9/2011	3/9/2016	406	376	18326	Dimmit	TX
T0619007-014	IRENE DETTEN LEWIS	ANADARKO E&P COMPANY LP	3/17/2011	3/17/2016	406	380	18327	Dimmit	TX
T0619007-002	GLEN RAY METCALF	ANADARKO E&P COMPANY LP	3/9/2011	3/9/2016	406	384	18328	Dimmit	TX
T0619007-003	ALICE KUEHLER	ANADARKO E&P COMPANY LP	3/17/2011	3/17/2016	406	388	18329	Dimmit	TX
T0619007-006	GLADYS LOOTEN	ANADARKO E&P COMPANY LP	3/17/2011	3/17/2016	406	392	18330	Dimmit	TX
T0619007-004	DONALD DETTEN	ANADARKO E&P COMPANY LP	3/16/2011	3/16/2016	406	396	18331	Dimmit	TX
T0619007-005	PAUL A DETTEN ET UX	ANADARKO E&P COMPANY LP	3/18/2011	3/18/2016	406	400	18332	Dimmit	TX
T0616007-002	EARLENE F BRENNER ET AL	ANADARKO E&P COMPANY LP	2/25/2011	2/25/2017	406	681	18405	Dimmit	TX
T0619007-018	RUTH KINCANNON	ANADARKO E&P COMPANY LP	3/16/2011	3/16/2016	406	732	18413	Dimmit	TX
T0619007-019	FRANCES ANN SINCLAIR	ANADARKO E&P COMPANY LP	3/18/2011	3/18/2016	406	736	18414	Dimmit	TX
T0619007-017	BLANCHE C KOETTING	ANADARKO E&P COMPANY LP	3/17/2011	3/17/2016	406	740	18415	Dimmit	TX
T0619007-013	PLUMA PETERSON	ANADARKO E&P COMPANY LP	3/16/2011	3/16/2016	406	744	18416	Dimmit	TX
T0619007-021	DORIS GABEL	ANADARKO E&P COMPANY LP	3/18/2011	3/18/2016	408	381	18687	Dimmit	TX
T0619007-015	ELIZABETH ANN METCALF	ANADARKO E&P COMPANY LP	3/14/2011	3/14/2016	408	385	18688	Dimmit	TX
T0619007-016	SAM METCALF	ANADARKO E&P COMPANY LP	3/16/2011	3/16/2016	408	389	18689	Dimmit	TX
T0619007-020	SAN JACINTO BAPTIST	ANADARKO E&P COMPANY LP	3/14/2011	3/14/2016	408	393	18690	Dimmit	TX
T0619002-002	BOY SCOUTS OF AMERICA	ANADARKO E&P COMPANY LP	4/30/2011	4/30/2016	0409	0226	18821	Dimmit	TX
T0619002-003	EPISCOPAL FOUNDATION OF TEXAS	ANADARKO E&P COMPANY LP	4/30/2011	4/30/2016	0409	0229	18822	Dimmit	TX
T0619002-004	SALVATION ARMY	ANADARKO E&P COMPANY LP	4/30/2011	4/30/2016	0409	0232	18823	Dimmit	TX
T0619018-004	JOHN QUIN BECKELHEIMER	ANADARKO E&P COMPANY LP	4/21/2011	4/21/2018	409	671	18879	Dimmit	TX
T0619018-003	CANDACE ALLEGRA CURRIE	ANADARKO E&P COMPANY LP	4/20/2011	4/20/2018	409	674	18880	Dimmit	TX
T0619018-002	TULLY R CURRIE	ANADARKO E&P COMPANY LP	4/21/2011	4/21/2018	409	677	18881	Dimmit	TX
T0619018-001	GENEVIEVE C GREEN	ANADARKO E&P COMPANY LP	4/21/2011	4/21/2018	409	680	18882	Dimmit	TX
T0619007-022	DAN METCALF	ANADARKO E&P COMPANY LP	3/16/2011	3/16/2016	0418	0148	19933	Dimmit	TX
T0619007-024	KATHY TERRY	ANADARKO E&P COMPANY LP	3/16/2011	3/16/2016	0418	0151	19934	Dimmit	TX
T0619007-023	BILL M VANCE	ANADARKO E&P COMPANY LP	3/15/2011	3/15/2016	0418	0154	19935	Dimmit	TX
T0619007-025	JUDY DETTEN TRUST	ANADARKO E&P COMPANY LP	9/22/2011	9/22/2016	422	387	20698	Dimmit	TX
T0619007-026	ANNA M WINK	ANADARKO E&P COMPANY LP	3/17/2011	3/17/2016	422	391	20699	Dimmit	TX
T0619007-027	SHARON DAUGHTERS	ANADARKO E&P COMPANY LP	7/26/2011	7/26/2016	425	695	21287	Dimmit	TX
T0619016-015	ALICE E WILSON A MINOR	ANADARKO E&P COMPANY LP	10/19/2011	10/19/2019	431	729	22230	Dimmit	TX
T0619016-014	CHERE MATLOCK	ANADARKO E&P COMPANY LP	10/19/2011	10/19/2018	431	737	22232	Dimmit	TX
T0619016-009	CHRISTOPHER D WILSON	ANADARKO E&P COMPANY LP	10/19/2011	10/19/2019	431	745	22234	Dimmit	TX
T0619016-012	CLARE A WILSON, A MINOR	ANADARKO E&P COMPANY LP	10/19/2011	10/19/2019	431	753	22236	Dimmit	TX
T0619016-005	ELIZABETH F ORTON	ANADARKO E&P COMPANY LP	10/19/2011	10/19/2019	431	761	22238	Dimmit	TX
T0619016-010	ELIZABETH TAZEWELL	ANADARKO E&P COMPANY LP	10/19/2011	10/19/2019	431	769	22240	Dimmit	TX
T0619016-011	MARK E WILSON	ANADARKO E&P COMPANY LP	10/19/2011	10/19/2019	431	777	22242	Dimmit	TX
T0619016-013	MARTIN W WILSON, A MINOR	ANADARKO E&P COMPANY LP	10/19/2011	10/19/2019	431	785	22244	Dimmit	TX

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T0619016-008	TYLER J WILSON	ANADARKO E&P COMPANY LP	10/19/2011	10/19/2019	431	793	22246	Dimmit	TX
T0619016-006	VICTORIA A WILSON A MINOR	ANADARKO E&P COMPANY LP	9/19/2011	9/19/2019	431	801	22248	Dimmit	TX
T0619016-007	VIRGINIA ORTON HUBBARD	ANADARKO E&P COMPANY LP	10/19/2011	10/19/2019	431	809	22250	Dimmit	TX
T0620006-004	WESLEY GATLIN JR	ANADARKO E&P COMPANY LP	12/8/2011	12/8/2017	432	475	22357	Dimmit	TX
T0620006-001	GREGORY FOWLER GATLIN	ANADARKO E&P COMPANY LP	12/8/2011	12/8/2017	432	480	22358	Dimmit	TX
T0620006-003	ANNE GATLIN BURKEL	ANADARKO E&P COMPANY LP	12/8/2011	12/8/2017	432	485	22359	Dimmit	TX
T0620006-002	SUSAN GATLIN KELLY	ANADARKO E&P COMPANY LP	12/8/2011	12/8/2017	432	490	22360	Dimmit	TX
T0620048	JOE S SHANNON	ANADARKO E&P COMPANY LP	6/25/2012	6/25/2018	453	535	25850	Dimmit	TX
T0620024	HARLOW ROYALTIES LTD	ANADARKO E&P COMPANY LP	10/4/2012	10/4/2018	457	45	26336	Dimmit	TX
T0616002-002	MOODY FOUNDATION ET AL	EDWARD G VAUGHAN	12/1/2005	11/30/2010	460	233	79160	Dimmit	TX
T0620029	ROBERT LARRY WHELESS	ANADARKO E&P ONSHORE LLC	5/14/2013	5/14/2019	476	292	29148	Dimmit	TX
T0620033-001	ANIMAL HUMANE SOCIETY OF HENNEPIN C	ANADARKO E&P ONSHORE LLC	4/30/2013	4/30/2016	476	298	29150	Dimmit	TX
T0620030	LEONARD L BALL ET UX	ANADARKO E&P ONSHORE LLC	3/12/2013	3/12/2019	487	772	30808	Dimmit	TX
T0620003-003	JAMES ARTHUR MONSEN DANIELS	ANADARKO E&P ONSHORE LLC	7/25/2013	7/25/2018	496	194	31625	Dimmit	TX
T0620003-002	ELIZABETH L SEMMENS	ANADARKO E&P ONSHORE LLC	7/25/2013	7/25/2018	496	197	31626	Dimmit	TX
T0620003-004	SUSAN DANIELS SCHMITZ	ANADARKO E&P ONSHORE LLC	7/25/2013	7/25/2018	500	6	32007	Dimmit	TX
T0620039-037	NINA MEEKS	ANADARKO E&P ONSHORE LLC	6/5/2014	6/5/2019	517	817	34486	Dimmit	TX
T0620039-018	BARBARA B JONES	ANADARKO E&P ONSHORE LLC	5/27/2014	5/27/2019	517	821	34487	Dimmit	TX
T0620039-036	TOM CLIFTON	ANADARKO E&P ONSHORE LLC	6/5/2014	6/5/2019	517	825	34488	Dimmit	TX
T0620039-010	EDWARD ROBERSON	ANADARKO E&P ONSHORE LLC	5/15/2014	5/15/2019	517	829	34489	Dimmit	TX
T0620039-022	PAMELA J HIRSCH	ANADARKO E&P ONSHORE LLC	5/27/2014	5/27/2019	517	833	34490	Dimmit	TX
T0620039-002	BETTE ROBY	ANADARKO E&P ONSHORE LLC	5/21/2014	5/21/2019	517	837	34491	Dimmit	TX
T0620039-012	ARTHUR BROWN	ANADARKO E&P ONSHORE LLC	5/19/2014	5/19/2019	518	1	34492	Dimmit	TX
T0620039-011	DOUGLAS B ROBERSON	ANADARKO E&P ONSHORE LLC	5/8/2014	5/8/2019	518	5	34493	Dimmit	TX

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T0620039-001	JOHN L ROBERTSON JR	ANADARKO E&P ONSHORE LLC	5/20/2014	5/20/2019	518	9	34494	Dimmit	TX
T0620039-045	DELIA A SMITH	ANADARKO E&P ONSHORE LLC	7/1/2014	7/1/2019	519	479	34715	Dimmit	TX
T0620039-030	MELISSA G SMITH	ANADARKO E&P ONSHORE LLC	6/23/2014	6/23/2019	519	483	34716	Dimmit	TX
T0620039-035	LINDA DIANNE SMITH	ANADARKO E&P ONSHORE LLC	6/18/2014	6/18/2019	519	487	34717	Dimmit	TX
T0620039-032	JAMES MARSHAL BRIDGES	ANADARKO E&P ONSHORE LLC	6/23/2014	6/23/2019	519	491	34718	Dimmit	TX
T0620039-019	SARA B INNMON	ANADARKO E&P ONSHORE LLC	6/12/2014	6/12/2019	519	495	34719	Dimmit	TX
T0620039-031	MONTY LLOYD BRIDGES	ANADARKO E&P ONSHORE LLC	6/23/2014	6/23/2019	519	499	34720	Dimmit	TX
T0620039-023	LARRY RICHARD JONES	ANADARKO E&P ONSHORE LLC	6/9/2014	6/9/2019	519	503	34721	Dimmit	TX
T0620039-046	GEORGE DWIGHT CLIFTON	ANADARKO E&P ONSHORE LLC	6/9/2014	6/9/2019	519	507	34722	Dimmit	TX
T0620039-028	CHRISTINE ANN FIRTH	ANADARKO E&P ONSHORE LLC	7/1/2014	7/1/2019	519	514	34724	Dimmit	TX
T0620039-003	LINDA ROBINSON-KELLY	ANADARKO E&P ONSHORE LLC	6/19/2014	6/19/2019	523	492	35222	Dimmit	TX
T0620039-025	CARLON ARTHUR CLEMENTS	ANADARKO E&P ONSHORE LLC	6/26/2014	6/26/2019	523	496	35223	Dimmit	TX
T0620039-008	RICHARD JOSEPH ROBERSON JR	ANADARKO E&P ONSHORE LLC	7/15/2014	7/15/2019	523	500	35224	Dimmit	TX
T0620039-004	JAMES M ROBINSON	ANADARKO E&P ONSHORE LLC	7/3/2014	7/3/2019	525	90	35423	Dimmit	TX
T0620039-014	RODGER OLSON	ANADARKO E&P ONSHORE LLC	7/21/2014	7/21/2019	525	356	35475	Dimmit	TX
T0620039-029	HEATHER TALCOTT	ANADARKO E&P ONSHORE LLC	7/3/2014	7/3/2019	525	360	35476	Dimmit	TX
T0620039-009	JAMES C CANTRELL JR	ANADARKO E&P ONSHORE LLC	8/6/2014	8/6/2019	525	364	35477	Dimmit	TX
T0620039-024	KEVIN LEE TUCKER	ANADARKO E&P ONSHORE LLC	7/21/2014	7/21/2019	525	368	35478	Dimmit	TX
T0620039-005	SYLVIA A HAWKINS	ANADARKO E&P ONSHORE LLC	6/16/2014	6/16/2019	527	28	35705	Dimmit	TX
T0620039-013	FLAKE DIANE BARBER	ANADARKO E&P ONSHORE LLC	8/4/2014	8/4/2019	527	32	35706	Dimmit	TX

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T0620039-006	CHRISTINE GLAVIN	ANADARKO E&P ONSHORE LLC	8/6/2014	8/6/2019	527	36	35707	Dimmit	TX
T0620039-021	KARI BRAUNE	ANADARKO E&P ONSHORE LLC	6/26/2014	6/26/2019	527	40	35708	Dimmit	TX
T0620039-043	SUE BISHOP	ANADARKO E&P ONSHORE LLC	10/20/2014	10/20/2019	530	728	36336	Dimmit	TX
T0620039-020	THOMAS W JONES	ANADARKO E&P ONSHORE LLC	10/28/2014	10/28/2019	530	731	36337	Dimmit	TX
T0620039-041	PEGGY NUETZMAN	ANADARKO E&P ONSHORE LLC	10/7/2014	10/7/2019	530	734	36338	Dimmit	TX
T0620039-040	WILLIAM GERALD GUTHRIE JR	ANADARKO E&P ONSHORE LLC	10/2/2014	10/2/2019	530	737	36339	Dimmit	TX
T0620039-027	ROBERT D CLEMENTS	ANADARKO E&P ONSHORE LLC	10/8/2014	10/8/2019	530	740	36340	Dimmit	TX
T0620039-026	REAVIS EDWARD CLEMENTS	ANADARKO E&P ONSHORE LLC	10/7/2014	10/7/2019	530	743	36341	Dimmit	TX
T0620039-042	LINDA MAGERS	ANADARKO E&P ONSHORE LLC	10/14/2014	10/14/2019	530	746	36342	Dimmit	TX
T0620039-007	WELDON L KNIGHT	ANADARKO E&P ONSHORE LLC	10/29/2014	10/29/2019	532	751	36646	Dimmit	TX
T0620039-039	TAMMIE PRACHYL	ANADARKO E&P ONSHORE LLC	11/6/2014	11/6/2019	534	307	36856	Dimmit	TX
T0620039-038	TERRY GRISSO	ANADARKO E&P ONSHORE LLC	12/4/2014	12/4/2019	534	310	36857	Dimmit	TX
T0620033-002	AMFAR THE FOUNDATION FOR AIDS RESEARCH	ANADARKO E&P ONSHORE LLC	11/12/2014	11/12/2017	534	313	36858	Dimmit	TX
T0620039-015	WESLEY E BANKSTON	ANADARKO E&P ONSHORE LLC	2/4/2015	2/4/2020	539	360	37658	Dimmit	TX
T0620039-016	CLARA FAY CUZZORT FAVREAU	ANADARKO E&P ONSHORE LLC	2/9/2015	2/9/2020	539	363	37659	Dimmit	TX
T0620039-044	RONNIE GUTHRIE	ANADARKO E&P ONSHORE LLC	2/23/2015	2/23/2020	539	366	37660	Dimmit	TX
T0620039-034	DENISE SUTTON	ANADARKO E&P ONSHORE LLC	10/7/2014	10/7/2019	542	217	38039	Dimmit	TX
T0620039-033	DELIA DAUGHERITY	ANADARKO E&P ONSHORE LLC	10/7/2014	10/7/2019	542	220	38040	Dimmit	TX
T0619007-028	DANNY WAYNE CHISUM, JR., ET AL	ANADARKO E&P ONSHORE LLC	2/5/2015	2/5/2018	542	279	38053	Dimmit	TX
T0619007-029	DANIEL JOSEPH BYRD F/K/A HERBERT ES	ANADARKO E&P ONSHORE LLC	7/9/2015	7/9/2018	551	752	39233	Dimmit	TX

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T0620039-017	SANDRA SVITEK	ANADARKO E&P ONSHORE LLC	11/6/2014	11/6/2019	556	592	39853	Dimmit	TX
T0554003-001	NELSON, THEODORE J., II	SN COTULLA ASSETS, LLC.	12/21/2015	12/21/2018	0562	0582	40744	Dimmit	TX
T0554009	BAY-MOR MINERALS, LTD	SN COTULLA ASSETS, LLC.	1/5/2016	1/5/2019	565	79	41057	Dimmit	TX
T0556032-021	HEINZMANN, BEVERLY J.	L & J EXPLORATION, LLC	5/2/2016	5/2/2022	0571	0121	41898	Dimmit	TX
T0556032-022	ALLEN, BARBARA L.	L & J EXPLORATION, LLC	5/2/2016	5/2/2022	0571	0123	41899	Dimmit	TX
T0556032-020	BURNS, JOHN R.	L & J EXPLORATION, LLC	5/2/2016	5/2/2022	0571	0125	41900	Dimmit	TX
T0556032-003	VOTAW, LARRY FRANKLIN, ET UX	SN COTULLA ASSETS, LLC	6/2/2016	6/2/2019	573	271	42160	Dimmit	TX
T0556032-002	VOTAW, LARRY FRANKLIN	SN COTULLA ASSETS, LLC	6/2/2016	6/2/2019	573	280	42162	Dimmit	TX
T0556032-005	HEMPHILL, HARRIET	SN COTULLA ASSETS, LLC	7/19/2016	7/19/2021	576	287	42507	Dimmit	TX
T0556032-006	HEMPHILL, ROBERT, JR.	SN COTULLA ASSETS, LLC	7/19/2016	7/19/2021	576	289	42508	Dimmit	TX
T0556032-007	L & HB PROPERTIES, LTD.	SN COTULLA ASSETS, LLC	7/27/2016	7/27/2021	576	491	42558	Dimmit	TX
T0556032-023	COHEN, BETTY JANE	EAGLE FORD MINERALS, LLC	1/26/2015	1/26/2020	577	116	42623	Dimmit	TX
T0556032-008	CANTRELL, W. KEITH	SN COTULLA ASSETS, LLC	8/15/2016	8/15/2019	577	162	42637	Dimmit	TX
T0556052-025	NICHOL, THERESA MARIE	SN COTULLA ASSETS, LLC	11/22/2016	11/22/2021	584	231	43588	Dimmit	TX
T0556052-024	GRAY, DEBORAH GARNETT	SN COTULLA ASSETS, LLC	11/21/2016	11/21/2021	584	519	43644	Dimmit	TX
T0556052-027	PFUFER, MARY DONNA	SN COTULLA ASSETS, LLC	12/12/2016	12/12/2021	584	834	43723	Dimmit	TX
T0556052-026	WINEGARDNER, MADONNA M.	SN COTULLA ASSETS, LLC	12/14/2016	12/14/2021	584	835	43724	Dimmit	TX
T0620039-047	CARDWELL, KIM	ANADARKO E&P ONSHORE LLC	12/8/2014	12/8/2019	586	457	43897	Dimmit	TX
T0556032-016	BLAIRBAX ENERGY, LLC	SN COTULLA ASSETS, LLC	11/17/2016	11/17/2019	586	540	43918	Dimmit	TX
T0556032-017	BAXSTO, LLC	SN COTULLA ASSETS, LLC	11/17/2016	11/17/2019	586	544	43919	Dimmit	TX
T0556032-018	BUFFY ENERGY, LLC	SN COTULLA ASSETS, LLC	11/17/2016	11/17/2019	586	548	43920	Dimmit	TX
T0556032-031	MARIO GARCIA AS RECEIVER	L & J EXPLORATION, L.L.C.	2/7/2017	2/7/2023	590	581	44268	Dimmit	TX
T0615001	HARRISON INTERESTS, LTD.	P RANCH WORKING INTEREST, LLC	5/12/2010	5/12/2015	2943	294	1072987	Dimmit	TX
T0474008-001	SHACKELFORD, WILLIAM C., ET AL	SN COTULLA ASSETS, LLC	10/7/2014	10/7/2017	169	925	0142076	Frio	TX
T0474010	BANRICH, INC.	SN COTULLA ASSETS, LLC	11/6/2014	11/6/2017	179	673	0143195	Frio	TX
T0474011-001	ROCKIN S FLP, LTD	SN COTULLA ASSETS, LLC	1/25/2016	1/25/2019	198	904	0145972	Frio	TX
T0474005	HAUSSER, ROBERT JR, ET AL	SEP HOLDINGS II LLC	6/7/2010	6/6/2013	314	128	0126770	Frio	TX
T0463006	SANDIES CREEK, LTD.	SEP HOLDINGS II LLC	8/25/2008	8/25/2013	989	129	237573	Gonzales	TX
T0463003	PILGRIM LAKE, LTD.	SEP HOLDINGS II LLC	8/25/2008	8/25/2013	989	143	237576	Gonzales	TX
T0463003-004	SIMPSON, LYNNE MARIE RASCHKE	THOMAS W SCHLEIER	9/20/2010	9/20/2015	1044	280	249249	Gonzales	TX
T0463003-003	MCCASKILL, DONNA JAN	THOMAS W SCHLEIER	9/20/2010	9/20/2015	1044	283	249250	Gonzales	TX
T0463003-002	HANDLER, SYLVIA ANN	THOMAS W SCHLEIER	9/20/2010	9/20/2015	1044	286	249251	Gonzales	TX

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T0463003-005	ROGER D. KRAUSE FAMILY PARTNERSHIP	MARATHON OIL EF LLC	5/21/2012	5/21/2017	1098	093	0260455	Gonzales	TX
T0463003-006	ESTATE OF WILLIAM A KRAUSE, DECEASED	MARATHON OIL EF LLC	6/19/2012	6/19/2017	1098	098	0260456	Gonzales	TX
T0463003-008	BRY, MARVIN	MARATHON OIL EF LLC	5/16/2012	5/16/2017	1098	103	0260457	Gonzales	TX
T0463003-009	RUTSTEIN, JUDY BRY	MARATHON OIL EF LLC	5/16/2012	5/16/2017	1098	108	0260458	Gonzales	TX
T0463003-007	WEINBERG, CAROLYN JUDITH ALPERT	MARATHON OIL EF LLC	5/24/2012	5/24/2017	1100	060	0261150	Gonzales	TX
T0626002	BRISCOE RANCH INC	EDWARD G VAUGHAN	3/6/2006	10/15/2017	2435	504	977956	Webb	TX
T0615004	STATE OF TEXAS MF-113861	SWEPI, LP	3/6/2012	3/6/2015	3235	782	1129402	Webb	TX
T0552003	HOLDSWORTH MINERALS, LP	EXCO OPERATING COMPANY, L.P.	5/31/2015	5/31/2018	373	578	91267	Zavala	TX
T0552004	HOLDSWORTH, JOHN B., ET AL	EXCO OPERATING COMPANY, LP	5/31/2015	5/31/2018	373	584	91268	Zavala	TX
T0462089-001	HARGIS VENTURES, LLC	SN COTULLA ASSETS, LLC	7/20/2015	7/20/2018	0376	0300	091601	Zavala	TX

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Exhibit A
Wells

WELL NAME	COUNTY	STATE	API
BANRICH 01H	FRIO	TEXAS	42-163-33949
BARNHART 33H	GONZALES	TEXAS	42-177-33620
BARNHART 34H	GONZALES	TEXAS	42-177-33621
BARNHART 35H	GONZALES	TEXAS	42-177-33619
BARNHART 36H	GONZALES	TEXAS	42-177-33618
BARNHART 48H	GONZALES	TEXAS	
BARNHART 49H	GONZALES	TEXAS	
BARNHART 63H	GONZALES	TEXAS	
BARNHART 64H	GONZALES	TEXAS	
BARNHART 65H	GONZALES	TEXAS	
BARNHART 66H	GONZALES	TEXAS	
BARNHART 67H	GONZALES	TEXAS	
BARNHART 68H	GONZALES	TEXAS	
BARNHART 69H	GONZALES	TEXAS	
BARNHART C 05H	GONZALES	TEXAS	
BARNHART C 06H	GONZALES	TEXAS	
BARNHART G 01H	GONZALES	TEXAS	42-177-33731
BARNHART G 02H	GONZALES	TEXAS	42-177-33732
BARNHART G 03H	GONZALES	TEXAS	42-177-33733
BARNHART G 04H	GONZALES	TEXAS	42-177-33734
BARNHART G 06H	GONZALES	TEXAS	42-177-33740
BARNHART G 07H	GONZALES	TEXAS	42-177-33741
BARNHART G 08H	GONZALES	TEXAS	
BRISCOE CARLA RANCH 13HA	DIMMIT	TEXAS	42-127-37628
BRISCOE CARLA RANCH UNIT A 01H	DIMMIT	TEXAS	42-127-36445
BRISCOE CARLA RANCH UNIT A 02H	DIMMIT	TEXAS	42-127-36446
BRISCOE CARLA RANCH UNIT A 03H	DIMMIT	TEXAS	42-127-36447
BRISCOE CARLA RANCH UNIT A 04H	DIMMIT	TEXAS	42-127-36450
BRISCOE CARLA RANCH UNIT A 05H	DIMMIT	TEXAS	42-127-36449
BRISCOE CARLA RANCH UNIT B 01H	DIMMIT	TEXAS	42-127-36464
BRISCOE CARLA RANCH UNIT B 02H	DIMMIT	TEXAS	42-127-36465
BRISCOE CARLA RANCH UNIT B 03H	DIMMIT	TEXAS	42-127-36466
BRISCOE CARLA RANCH UNIT B 04H	DIMMIT	TEXAS	42-127-36468
BRISCOE CARLA RANCH UNIT B 05H	DIMMIT	TEXAS	42-127-36467
BRISCOE CARLA RANCH UNIT B 06H	DIMMIT	TEXAS	42-127-36469
BRISCOE CARLA RANCH UNIT B 07H	DIMMIT	TEXAS	42-127-36470
BRISCOE CATARINA NORTH 104H	DIMMIT	TEXAS	42-127-36819
BRISCOE CATARINA NORTH 105H	DIMMIT	TEXAS	42-127-36820
BRISCOE CATARINA NORTH 106H	DIMMIT	TEXAS	42-127-36810
BRISCOE CATARINA NORTH 107H	DIMMIT	TEXAS	42-127-36809
BRISCOE CATARINA NORTH 108H	DIMMIT	TEXAS	42-127-36811
BRISCOE CATARINA NORTH 109H	DIMMIT	TEXAS	42-127-36812
BRISCOE CATARINA NORTH 113H	DIMMIT	TEXAS	42-127-36816
BRISCOE CATARINA NORTH 114H	DIMMIT	TEXAS	42-127-36817
BRISCOE CATARINA NORTH 115H	DIMMIT	TEXAS	42-127-36818
BRISCOE CATARINA NORTH 117H	DIMMIT	TEXAS	42-127-36822
BRISCOE CATARINA NORTH 120H	DIMMIT	TEXAS	42-127-36828
BRISCOE CATARINA NORTH 122H	DIMMIT	TEXAS	42-127-36829
BRISCOE CATARINA NORTH 124H	DIMMIT	TEXAS	42-127-36831
BRISCOE CATARINA NORTH 127H	DIMMIT	TEXAS	42-127-36834
BRISCOE CATARINA NORTH 131H	DIMMIT	TEXAS	42-127-36865
BRISCOE CATARINA SOUTH 22HS	DIMMIT	TEXAS	42-127-37486

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Exhibit A
Wells

BRISCOE CATARINA SOUTH 22HT	DIMMIT	TEXAS	42-127-37487
BRISCOE CATARINA SOUTH 22HU	DIMMIT	TEXAS	42-127-37493
BRISCOE CATARINA SOUTH 22HV	DIMMIT	TEXAS	42-127-37494
BRISCOE CATARINA SOUTH 22HW	DIMMIT	TEXAS	42-127-37495
BRISCOE CATARINA SOUTH 22HX	DIMMIT	TEXAS	42-127-37496
BRISCOE CATARINA SOUTH 22HY	DIMMIT	TEXAS	42-127-37497
BRISCOE CATARINA SOUTH 22HZ	DIMMIT	TEXAS	42-127-37498
BRISCOE CATARINA SOUTH 23HR	DIMMIT	TEXAS	42-127-37515
BRISCOE CATARINA SOUTH 23HS	DIMMIT	TEXAS	42-127-37517
BRISCOE CATARINA SOUTH 23HT	DIMMIT	TEXAS	42-127-37518
BRISCOE CATARINA SOUTH 23HU	DIMMIT	TEXAS	42-127-37519
BRISCOE CATARINA SOUTH 23HV	DIMMIT	TEXAS	42-127-37520
BRISCOE CATARINA SOUTH 23HW	DIMMIT	TEXAS	42-127-37521
BRISCOE CATARINA SOUTH 23HX	DIMMIT	TEXAS	42-127-37522
BRISCOE CATARINA SOUTH 23HY	DIMMIT	TEXAS	42-127-37523
BRISCOE CATARINA SOUTH 23HZ	DIMMIT	TEXAS	42-127-37524
BRISCOE CATARINA WEST 01HV	DIMMIT	TEXAS	42-127-37672
BRISCOE CATARINA WEST 83H	DIMMIT	TEXAS	42-127-36874
BRISCOE CATARINA WEST 84H	DIMMIT	TEXAS	42-127-36875
BRISCOE CATARINA WEST 85H	DIMMIT	TEXAS	42-127-36876
BRISCOE CATARINA WEST 86H	DIMMIT	TEXAS	42-127-36877
BRISCOE CATARINA WEST 87H	DIMMIT	TEXAS	42-127-36878
BRISCOE CATARINA WEST 88H	DIMMIT	TEXAS	42-127-36879
BRISCOE CATARINA WEST 89H	DIMMIT	TEXAS	42-127-36880
BRISCOE CATARINA WEST 91H	DIMMIT	TEXAS	42-127-36882
BRISCOE CATARINA WEST 92H	DIMMIT	TEXAS	42-127-36883
BRISCOE CATARINA WEST 94H	DIMMIT	TEXAS	42-127-36886
BRISCOE CATARINA WEST 97H	DIMMIT	TEXAS	42-127-36888
BRISCOE CHUPADERA RANCH 03HA	WEBB	TEXAS	42-479-43761
BRISCOE CHUPADERA RANCH 03HB	WEBB	TEXAS	42-479-43762
BRISCOE CHUPADERA RANCH 03HC	WEBB	TEXAS	42-479-43763
BRISCOE CHUPADERA RANCH 03HD	WEBB	TEXAS	42-479-43764
BRISCOE COCHINA EAST RANCH 09DR	DIMMIT	TEXAS	42-127-37537
BRISCOE COCHINA EAST RANCH 09HE	DIMMIT	TEXAS	42-127-37536
BRISCOE COCHINA EAST RANCH 09HF	DIMMIT	TEXAS	42-127-37538
BRISCOE COCHINA EAST RANCH 09HX	DIMMIT	TEXAS	42-127-37539
BRISCOE COCHINA EAST RANCH 09HY	DIMMIT	TEXAS	42-127-37542
BRISCOE COCHINA EAST RANCH 09HZ	DIMMIT	TEXAS	42-127-37544
BRISCOE COCHINA EAST RANCH 133H	DIMMIT	TEXAS	42-283-34859
BRISCOE COCHINA EAST RANCH 136H	DIMMIT	TEXAS	42-283-34862
BRISCOE COCHINA EAST RANCH 137H	DIMMIT	TEXAS	42-283-34863
BRISCOE COCHINA EAST RANCH 138H	DIMMIT	TEXAS	42-283-34864
BRISCOE COCHINA EAST RANCH 139H	DIMMIT	TEXAS	42-283-34865
BRISCOE COCHINA EAST RANCH 144H	LASALLE	TEXAS	42-283-34870
BRISCOE COCHINA EAST RANCH 145HR	DIMMIT	TEXAS	42-283-35149
BRISCOE COCHINA EAST RANCH 147H	DIMMIT	TEXAS	42-283-34873
BRISCOE COCHINA EAST RANCH 57HB	DIMMIT	TEXAS	42-127-37616
BRISCOE COCHINA EAST RANCH 57HD	DIMMIT	TEXAS	42-127-37618
BRISCOE COCHINA WEST RANCH 06HV	DIMMIT	TEXAS	42-127-37470
BRISCOE COCHINA WEST RANCH 06HW	DIMMIT	TEXAS	42-127-37471
BRISCOE COCHINA WEST RANCH 06HX	DIMMIT	TEXAS	42-127-37472
BRISCOE COCHINA WEST RANCH 06HY	DIMMIT	TEXAS	42-127-37473
BRISCOE COCHINA WEST RANCH 06HZ	DIMMIT	TEXAS	42-127-37474
BRISCOE COCHINA WEST RANCH 08H	DIMMIT	TEXAS	42-127-34821

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Exhibit A
Wells

BRISCOE COCHINA WEST RANCH 09H	DIMMIT	TEXAS	42-127-34826
BRISCOE COCHINA WEST RANCH 100H	DIMMIT	TEXAS	42-127-36330
BRISCOE COCHINA WEST RANCH 10H	DIMMIT	TEXAS	42-127-34822
BRISCOE COCHINA WEST RANCH 13H	DIMMIT	TEXAS	42-127-34823
BRISCOE COCHINA WEST RANCH 14H	DIMMIT	TEXAS	42-127-34825
BRISCOE COCHINA WEST RANCH 15H	DIMMIT	TEXAS	42-127-34824
BRISCOE COCHINA WEST RANCH 31H	DIMMIT	TEXAS	42-127-34882
BRISCOE COCHINA WEST RANCH 32H	DIMMIT	TEXAS	42-127-34883
BRISCOE COCHINA WEST RANCH 33H	DIMMIT	TEXAS	42-127-34889
BRISCOE COCHINA WEST RANCH 34H	DIMMIT	TEXAS	42-127-34884
BRISCOE COCHINA WEST RANCH 35H	DIMMIT	TEXAS	42-127-34885
BRISCOE COCHINA WEST RANCH 36H	DIMMIT	TEXAS	42-127-35038
BRISCOE COCHINA WEST RANCH 37H	DIMMIT	TEXAS	42-127-35039
BRISCOE COCHINA WEST RANCH 38H	DIMMIT	TEXAS	42-127-35041
BRISCOE COCHINA WEST RANCH 45H	DIMMIT	TEXAS	42-127-35042
BRISCOE COCHINA WEST RANCH 46H	DIMMIT	TEXAS	42-127-35492
BRISCOE COCHINA WEST RANCH 78H	DIMMIT	TEXAS	42-127-36250
BRISCOE COCHINA WEST RANCH 79H	DIMMIT	TEXAS	42-127-36253
BRISCOE COCHINA WEST RANCH 80H	DIMMIT	TEXAS	42-127-36254
BRISCOE COCHINA WEST RANCH 81H	DIMMIT	TEXAS	42-127-36255
BRISCOE COCHINA WEST RANCH 82H	DIMMIT	TEXAS	42-127-36256
BRISCOE COCHINA WEST RANCH 83H	DIMMIT	TEXAS	42-127-36257
BRISCOE COCHINA WEST RANCH 84H	DIMMIT	TEXAS	42-127-36258
BRISCOE COCHINA WEST RANCH 85H	DIMMIT	TEXAS	42-127-36259
BRISCOE COCHINA WEST RANCH 86H	DIMMIT	TEXAS	42-127-36260
BRISCOE COCHINA WEST RANCH 87H	DIMMIT	TEXAS	42-127-36261
BRISCOE COCHINA WEST RANCH 96H	DIMMIT	TEXAS	42-127-36326
BRISCOE COCHINA WEST RANCH 97H	DIMMIT	TEXAS	42-127-36327
BRISCOE COCHINA WEST RANCH 98H	DIMMIT	TEXAS	42-127-36328
BRISCOE COCHINA WEST RANCH 99H	DIMMIT	TEXAS	42-127-36329
BRISCOE METCALF UNIT 01HU	DIMMIT	TEXAS	42-127-37610
BRISCOE METCALF UNIT 01HW	DIMMIT	TEXAS	42-127-37613
BRISCOE METCALF UNIT 01HY	DIMMIT	TEXAS	42-127-37599
BRISCOE METCALF UNIT 02HW	DIMMIT	TEXAS	42-127-37603
BRISCOE METCALF UNIT 02HY	DIMMIT	TEXAS	42-127-37607
CARLA SOUTH SPUR UNIT A 01H	DIMMIT	TEXAS	42-127-36476
CARLA SOUTH SPUR UNIT A 02H	DIMMIT	TEXAS	42-127-36480
CARLA SOUTH SPUR UNIT A 03H	DIMMIT	TEXAS	42-127-36481
DIAMOND H STATE UNIT A 01HT	DIMMIT	TEXAS	42-127-37621
DIAMOND H STATE UNIT A 01HV	DIMMIT	TEXAS	42-127-37562
DIAMOND H STATE UNIT A 01HW	DIMMIT	TEXAS	42-127-37563
DIAMOND H STATE UNIT A 01HY	DIMMIT	TEXAS	42-127-37565
DIAMOND H STATE UNIT A 01HZ	DIMMIT	TEXAS	42-127-37566
DIAMOND H STATE UNIT B 05H	DIMMIT	TEXAS	42-127-37081
DIAMOND H STATE UNIT B 07H	DIMMIT	TEXAS	42-127-37083
HARGIS 01H	ZAVALA	TEXAS	42-507-33263
HARGIS 02H	ZAVALA	TEXAS	42-507-33264
HAUSSER 01H	FRIO	TEXAS	42-163-33710
HAUSSER 02H	FRIO	TEXAS	42-163-33841
HAUSSER 03H	FRIO	TEXAS	42-163-33848
HAUSSER A 01H	FRIO	TEXAS	42-163-33987
HAUSSER A 02H	FRIO	TEXAS	42-163-33988
HAUSSER B 01H	FRIO	TEXAS	42-163-33993
HAUSSER B 03H	FRIO	TEXAS	42-163-33994

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Exhibit A
Wells

HAUSSER B 04H	FRIO	TEXAS	42-163-33995
HAUSSER C 01H	FRIO	TEXAS	42-163-33989
HAUSSER C 02H	FRIO	TEXAS	42-163-33990
HAUSSER C 03H	FRIO	TEXAS	42-163-33991
HAUSSER C 04H	FRIO	TEXAS	42-163-33992
HAUSSER D 01H	FRIO	TEXAS	42-163-33944
HAUSSER D 02H	FRIO	TEXAS	42-163-33945
HAUSSER D 03H	FRIO	TEXAS	42-163-33946
HAUSSER D 04H	FRIO	TEXAS	42-163-33947
HAUSSER E 01H	FRIO	TEXAS	42-163-34034
HAUSSER E 02H	FRIO	TEXAS	42-163-34035
HAUSSER F 01H	FRIO	TEXAS	42-163-34047
HAUSSER F 02H	FRIO	TEXAS	42-163-34048
HAUSSER F 03H	FRIO	TEXAS	42-163-34049
HAUSSER F 04H	FRIO	TEXAS	42-163-34050
HAUSSER G 03H	FRIO	TEXAS	42-163-34051
HAUSSER G 04H	FRIO	TEXAS	42-163-34052
HAUSSER H 01H	FRIO	TEXAS	42-163-34044
HAUSSER H 02H	FRIO	TEXAS	42-163-34045
HAUSSER H 03H	FRIO	TEXAS	42-163-34053
HAUSSER H 04H	FRIO	TEXAS	42-163-34046
HAUSSER I 01H	FRIO	TEXAS	42-163-34054
HAUSSER I 02H	FRIO	TEXAS	42-163-34055
HAUSSER I 03H	FRIO	TEXAS	42-163-34056
HAUSSER I 04H	FRIO	TEXAS	42-163-34057
HAUSSER J 01H	FRIO	TEXAS	42-163-34036
HAUSSER J 02H	FRIO	TEXAS	42-163-34037
HAUSSER J 03H	FRIO	TEXAS	42-163-34041
HAUSSER J 04H	FRIO	TEXAS	42-163-34038
HAUSSER K 01H	FRIO	TEXAS	42-163-34027
HAUSSER K 02H	FRIO	TEXAS	42-163-34028
HAUSSER K 03H	FRIO	TEXAS	42-163-34022
HAUSSER K 04H	FRIO	TEXAS	42-163-34023
HAUSSER L 01H	FRIO	TEXAS	42-163-34024
HAUSSER L 02H	FRIO	TEXAS	42-163-34025
HAUSSER L 03H	FRIO	TEXAS	42-163-34026
HOLDSWORTH UNIT A 01HW	ZAVALA	TEXAS	42-507-33271
HOLDSWORTH UNIT A 01HX	ZAVALA	TEXAS	42-507-33272
HOLDSWORTH UNIT A 01HY	ZAVALA	TEXAS	42-507-33273
HOLDSWORTH UNIT B 01HZ	ZAVALA	TEXAS	42-507-33274
JOHN HOLDSWORTH UNIT ZAV 01H-B	ZAVALA	TEXAS	42-507-33252
LARS UNIT 02H	GONZALES	TEXAS	42-177-33769
LARS UNIT 04H	GONZALES	TEXAS	42-177-33771
LARS UNIT 05H	GONZALES	TEXAS	42-177-33770
NC PUD 02 (PILONCILLO A 7HJ)	DIMMIT	TEXAS	4212736564
NC PUD 03	DIMMIT	TEXAS	#N/A
NC PUD 04	DIMMIT	TEXAS	#N/A
NC PUD 05 (PILONCILLO A 7HF)	DIMMIT	TEXAS	4212736563
NC PUD 06	DIMMIT	TEXAS	#N/A
NC PUD 07	DIMMIT	TEXAS	#N/A
NC PUD 08	DIMMIT	TEXAS	#N/A
NC PUD 09	DIMMIT	TEXAS	#N/A
NC PUD 10	DIMMIT	TEXAS	#N/A
NC PUD 11	DIMMIT	TEXAS	#N/A

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Exhibit A
Wells

NC PUD 12	DIMMIT	TEXAS	#N/A
NC PUD 13	DIMMIT	TEXAS	#N/A
NC PUD 14	DIMMIT	TEXAS	#N/A
NC PUD 15	DIMMIT	TEXAS	#N/A
NC PUD 16	DIMMIT	TEXAS	#N/A
NC PUD 17	DIMMIT	TEXAS	#N/A
NC PUD 18	DIMMIT	TEXAS	#N/A
NC PUD 19	DIMMIT	TEXAS	#N/A
NC PUD 20	DIMMIT	TEXAS	#N/A
NC PUD 21	DIMMIT	TEXAS	#N/A
NC PUD 22	DIMMIT	TEXAS	#N/A
NELSON A 01H	DIMMIT	TEXAS	42-127-37270
NELSON A 02H	DIMMIT	TEXAS	42-127-37269
NORTH_EAST	DIMMIT	TEXAS	#N/A
NORTH_EAST	DIMMIT	TEXAS	#N/A
NORTH_EAST	DIMMIT	TEXAS	#N/A
NORTH_EAST	DIMMIT	TEXAS	#N/A
NORTH_EAST	DIMMIT	TEXAS	#N/A
NORTH_EAST	DIMMIT	TEXAS	#N/A
NORTH_EAST	DIMMIT	TEXAS	#N/A
NORTH_EAST	DIMMIT	TEXAS	#N/A
NORTH_EAST	DIMMIT	TEXAS	#N/A
NORTH_EAST	DIMMIT	TEXAS	#N/A
NORTH_EAST	DIMMIT	TEXAS	#N/A
NORTH_EAST	DIMMIT	TEXAS	#N/A
NW INFILL 04	DIMMIT	TEXAS	#N/A
PILONCILLO A 01HX	DIMMIT	TEXAS	42-127-37058
PILONCILLO A 01HY	DIMMIT	TEXAS	42-127-37059
PILONCILLO A 01HZ	DIMMIT	TEXAS	42-127-37060
PILONCILLO A 02H	DIMMIT	TEXAS	42-127-33766
PILONCILLO A 02HX	DIMMIT	TEXAS	
PILONCILLO A 02HY	DIMMIT	TEXAS	42-127-37055
PILONCILLO A 02HZ	DIMMIT	TEXAS	42-127-37056
PILONCILLO A 07HA	DIMMIT	TEXAS	42-127-34297
PILONCILLO A 07HG	DIMMIT	TEXAS	42-127-36540
PILONCILLO A 07HH	DIMMIT	TEXAS	42-127-36541
PILONCILLO A 07HI	DIMMIT	TEXAS	42-127-36542
PILONCILLO A 07HY	DIMMIT	TEXAS	42-127-36793
PILONCILLO A 07HZ	DIMMIT	TEXAS	42-127-36794
PILONCILLO A 08HE	DIMMIT	TEXAS	42-127-36994
PILONCILLO A 08HF	DIMMIT	TEXAS	42-127-36995
PILONCILLO A 08HG	DIMMIT	TEXAS	42-127-37000
PILONCILLO A 08HL	DIMMIT	TEXAS	42-127-34306
PILONCILLO A 09HX	DIMMIT	TEXAS	42-127-34514
PILONCILLO A 09HY	DIMMIT	TEXAS	42-127-34504
PILONCILLO A 09HZ	DIMMIT	TEXAS	42-127-34505
PILONCILLO A 10HD	DIMMIT	TEXAS	42-127-34681
PILONCILLO A 10HE	DIMMIT	TEXAS	42-127-36927
PILONCILLO A 10HF	DIMMIT	TEXAS	42-127-36928
PILONCILLO A 12HD	DIMMIT	TEXAS	42-127-37078
PILONCILLO A 12HE	DIMMIT	TEXAS	42-127-37079
PILONCILLO A 12HU	DIMMIT	TEXAS	42-127-37086
PILONCILLO A 12HV	DIMMIT	TEXAS	42-127-37087
PILONCILLO A 12HW	DIMMIT	TEXAS	42-127-37088

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Exhibit A
Wells

PILONCILLO A 14HA	DIMMIT	TEXAS	42-127-35089
PILONCILLO A 14HB	DIMMIT	TEXAS	42-127-35073
PILONCILLO A 14HD	DIMMIT	TEXAS	42-127-35082
PILONCILLO A 14HE	DIMMIT	TEXAS	42-127-35085
PILONCILLO A 16HU	DIMMIT	TEXAS	42-127-36929
PILONCILLO A 16HV	DIMMIT	TEXAS	42-127-36930
PILONCILLO A 16HX	DIMMIT	TEXAS	42-127-36932
PILONCILLO A 16HY	DIMMIT	TEXAS	42-127-36933
PILONCILLO A 16HZ	DIMMIT	TEXAS	42-127-36934
PILONCILLO A 17HU	DIMMIT	TEXAS	
PILONCILLO A 17HW	DIMMIT	TEXAS	
PILONCILLO A 17HX	DIMMIT	TEXAS	
PILONCILLO A 18HU	DIMMIT	TEXAS	42-127-37274
PILONCILLO A 18HV	DIMMIT	TEXAS	42-127-37275
PILONCILLO A 18HW	DIMMIT	TEXAS	42-127-37276
PILONCILLO A 18HX	DIMMIT	TEXAS	42-127-37278
PILONCILLO A 18HY	DIMMIT	TEXAS	42-127-37279
PILONCILLO A 18HZ	DIMMIT	TEXAS	42-127-37280
PILONCILLO A 20HT	DIMMIT	TEXAS	
PILONCILLO A 20HU	DIMMIT	TEXAS	
PILONCILLO A 20HW	DIMMIT	TEXAS	
PILONCILLO A 20HX	DIMMIT	TEXAS	
PILONCILLO A 20HZ	DIMMIT	TEXAS	
PILONCILLO A 21HA	DIMMIT	TEXAS	
PILONCILLO A 21HC	DIMMIT	TEXAS	
PILONCILLO A 21HD	DIMMIT	TEXAS	
PILONCILLO A 21HF	DIMMIT	TEXAS	
PILONCILLO A 21HG	DIMMIT	TEXAS	
PILONCILLO A 21HI	DIMMIT	TEXAS	
PILONCILLO A 21HR	DIMMIT	TEXAS	
PILONCILLO A 21HT	DIMMIT	TEXAS	
PILONCILLO A 21HU	DIMMIT	TEXAS	
PILONCILLO A 21HW	DIMMIT	TEXAS	
PILONCILLO A 21HX	DIMMIT	TEXAS	
PILONCILLO A 21HZ	DIMMIT	TEXAS	
PILONCILLO A 22HA	DIMMIT	TEXAS	
PILONCILLO A 22HC	DIMMIT	TEXAS	
PILONCILLO A 22HD	DIMMIT	TEXAS	
PILONCILLO A 22HF	DIMMIT	TEXAS	
PILONCILLO A 22HG	DIMMIT	TEXAS	
PILONCILLO A 22HI	DIMMIT	TEXAS	
PILONCILLO A 22HR	DIMMIT	TEXAS	
PILONCILLO A 22HT	DIMMIT	TEXAS	
PILONCILLO A 22HU	DIMMIT	TEXAS	
PILONCILLO A 22HW	DIMMIT	TEXAS	
PILONCILLO A 22HX	DIMMIT	TEXAS	
PILONCILLO A 22HZ	DIMMIT	TEXAS	
PILONCILLO A 23HA	DIMMIT	TEXAS	42-127-36939
PILONCILLO A 23HB	DIMMIT	TEXAS	42-127-36940
PILONCILLO A 23HD	DIMMIT	TEXAS	42-127-37334
PILONCILLO A 23HE	DIMMIT	TEXAS	42-127-37335
PILONCILLO A 23HF	DIMMIT	TEXAS	42-127-37336
PILONCILLO A 23HG	DIMMIT	TEXAS	42-127-37337
PILONCILLO A 23HH	DIMMIT	TEXAS	42-127-37338

Exhibit A
Wells

PILONCILLO A 23HX	DIMMIT	TEXAS	42-127-36941
PILONCILLO A 24HY	DIMMIT	TEXAS	42-127-35467
PILONCILLO A 24HZ	DIMMIT	TEXAS	42-127-35469
PILONCILLO A 25HA	DIMMIT	TEXAS	42-127-37756
PILONCILLO A 25HB	DIMMIT	TEXAS	42-127-37757
PILONCILLO A 25HC	DIMMIT	TEXAS	42-127-37758
PILONCILLO A 25HD	DIMMIT	TEXAS	42-127-37759
PILONCILLO A 25HE	DIMMIT	TEXAS	42-127-3760
PILONCILLO A 25HF	DIMMIT	TEXAS	
PILONCILLO A 25HU	DIMMIT	TEXAS	
PILONCILLO A 25HV	DIMMIT	TEXAS	
PILONCILLO A 25HW	DIMMIT	TEXAS	
PILONCILLO A 25HX	DIMMIT	TEXAS	42-127-37263
PILONCILLO A 25HY	DIMMIT	TEXAS	42-127-37264
PILONCILLO A 25HZ	DIMMIT	TEXAS	42-127-37265
PILONCILLO A 26HA	DIMMIT	TEXAS	
PILONCILLO A 26HB	DIMMIT	TEXAS	
PILONCILLO A 26HC	DIMMIT	TEXAS	
PILONCILLO A 26HD	DIMMIT	TEXAS	
PILONCILLO A 26HE	DIMMIT	TEXAS	
PILONCILLO A 26HF	DIMMIT	TEXAS	
PILONCILLO A 26HU	DIMMIT	TEXAS	
PILONCILLO A 26HV	DIMMIT	TEXAS	
PILONCILLO A 26HW	DIMMIT	TEXAS	
PILONCILLO A 26HX	DIMMIT	TEXAS	
PILONCILLO A 26HY	DIMMIT	TEXAS	
PILONCILLO A 26HZ	DIMMIT	TEXAS	
PILONCILLO A 27HA	DIMMIT	TEXAS	
PILONCILLO A 27HB	DIMMIT	TEXAS	
PILONCILLO A 27HC	DIMMIT	TEXAS	
PILONCILLO A 27HD	DIMMIT	TEXAS	
PILONCILLO A 27HE	DIMMIT	TEXAS	
PILONCILLO A 27HF	DIMMIT	TEXAS	
PILONCILLO A 27HU	DIMMIT	TEXAS	
PILONCILLO A 27HV	DIMMIT	TEXAS	
PILONCILLO A 27HW	DIMMIT	TEXAS	
PILONCILLO A 27HX	DIMMIT	TEXAS	
PILONCILLO A 27HY	DIMMIT	TEXAS	
PILONCILLO A 27HZ	DIMMIT	TEXAS	
PILONCILLO A 28HA	DIMMIT	TEXAS	42-127-37339
PILONCILLO A 28HB	DIMMIT	TEXAS	42-127-37340
PILONCILLO A 28HC	DIMMIT	TEXAS	42-127-37341
PILONCILLO A 28HE	DIMMIT	TEXAS	42-127-37343
PILONCILLO A 28HV	DIMMIT	TEXAS	
PILONCILLO A 28HW	DIMMIT	TEXAS	
PILONCILLO A 28HX	DIMMIT	TEXAS	
PILONCILLO A 28HY	DIMMIT	TEXAS	
PILONCILLO A 28HZ	DIMMIT	TEXAS	
PILONCILLO A 29HT	DIMMIT	TEXAS	
PILONCILLO A 29HU	DIMMIT	TEXAS	
PILONCILLO A 29HV	DIMMIT	TEXAS	
PILONCILLO A 29HW	DIMMIT	TEXAS	
PILONCILLO A 29HX	DIMMIT	TEXAS	
PILONCILLO A 29HY	DIMMIT	TEXAS	

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Exhibit A
Wells

PILONCILLO A 29HZ	DIMMIT	TEXAS	
PILONCILLO A 30HB	DIMMIT	TEXAS	
PILONCILLO A 30HC	DIMMIT	TEXAS	
PILONCILLO A 30HD	DIMMIT	TEXAS	
PILONCILLO A 30HE	DIMMIT	TEXAS	
PILONCILLO A 30HF	DIMMIT	TEXAS	
PILONCILLO A 31HA	DIMMIT	TEXAS	42-127-37282
PILONCILLO A 31HB	DIMMIT	TEXAS	42-127-37283
PILONCILLO A 31HC	DIMMIT	TEXAS	42-127-37284
PILONCILLO A 31HD	DIMMIT	TEXAS	42-127-37285
PILONCILLO A 31HE	DIMMIT	TEXAS	42-127-37286
PILONCILLO A 33HV	DIMMIT	TEXAS	
PILONCILLO A 33HW	DIMMIT	TEXAS	
PILONCILLO A 33HY	DIMMIT	TEXAS	
PILONCILLO A 33HZ	DIMMIT	TEXAS	
PILONCILLO A 34HT	DIMMIT	TEXAS	
PILONCILLO A 34HU	DIMMIT	TEXAS	
PILONCILLO A 34HV	DIMMIT	TEXAS	
PILONCILLO A 34HW	DIMMIT	TEXAS	
PILONCILLO A 34HX	DIMMIT	TEXAS	
PILONCILLO A 34HY	DIMMIT	TEXAS	
PILONCILLO A 34HZ	DIMMIT	TEXAS	
PILONCILLO A 35HU	DIMMIT	TEXAS	
PILONCILLO A 35HV	DIMMIT	TEXAS	
PILONCILLO A 35HW	DIMMIT	TEXAS	
PILONCILLO A 35HX	DIMMIT	TEXAS	
PILONCILLO A 35HY	DIMMIT	TEXAS	
PILONCILLO A 35HZ	DIMMIT	TEXAS	
PILONCILLO A 36HU	DIMMIT	TEXAS	
PILONCILLO A 36HV	DIMMIT	TEXAS	
PILONCILLO A 36HW	DIMMIT	TEXAS	
PILONCILLO A 36HX	DIMMIT	TEXAS	
PILONCILLO A 36HY	DIMMIT	TEXAS	
PILONCILLO A 36HZ	DIMMIT	TEXAS	
PILONCILLO A 37HU	DIMMIT	TEXAS	
PILONCILLO A 37HV	DIMMIT	TEXAS	
PILONCILLO A 37HW	DIMMIT	TEXAS	
PILONCILLO A 37HX	DIMMIT	TEXAS	
PILONCILLO A 37HY	DIMMIT	TEXAS	
PILONCILLO A 37HZ	DIMMIT	TEXAS	
PILONCILLO A 38HU	DIMMIT	TEXAS	
PILONCILLO A 38HV	DIMMIT	TEXAS	
PILONCILLO A 38HW	DIMMIT	TEXAS	
PILONCILLO A 38HX	DIMMIT	TEXAS	
PILONCILLO A 38HY	DIMMIT	TEXAS	
PILONCILLO A 38HZ	DIMMIT	TEXAS	
PILONCILLO A 39HU	DIMMIT	TEXAS	
PILONCILLO A 39HV	DIMMIT	TEXAS	
PILONCILLO A 39HW	DIMMIT	TEXAS	
PILONCILLO A 39HX	DIMMIT	TEXAS	
PILONCILLO A 39HY	DIMMIT	TEXAS	
PILONCILLO A 39HZ	DIMMIT	TEXAS	
PILONCILLO A 40HU	DIMMIT	TEXAS	
PILONCILLO A 40HV	DIMMIT	TEXAS	

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Exhibit A
Wells

PILONCILLO A 40HW	DIMMIT	TEXAS	
PILONCILLO A 40HX	DIMMIT	TEXAS	
PILONCILLO A 40HY	DIMMIT	TEXAS	
PILONCILLO A 40HZ	DIMMIT	TEXAS	
PILONCILLO A 41HV	DIMMIT	TEXAS	
PILONCILLO A 41HW	DIMMIT	TEXAS	42-127-37554
PILONCILLO A 41HX	DIMMIT	TEXAS	42-127-37555
PILONCILLO A 41HY	DIMMIT	TEXAS	42-127-37556
PILONCILLO A 41HZ	DIMMIT	TEXAS	42-127-37557
PILONCILLO B 01HB	DIMMIT	TEXAS	42-127-37317
PILONCILLO B 01HC	DIMMIT	TEXAS	42-127-37318
PILONCILLO B 01HY	DIMMIT	TEXAS	42-127-37319
PILONCILLO B 01HZ	DIMMIT	TEXAS	42-127-37320
PILONCILLO B 03HA	DIMMIT	TEXAS	42-127-37736
PILONCILLO B 03HC	DIMMIT	TEXAS	42-127-37738
PILONCILLO B 04HA	DIMMIT	TEXAS	42-127-37729
PILONCILLO B 04HB	DIMMIT	TEXAS	42-127-37730
PILONCILLO B 04HC	DIMMIT	TEXAS	42-127-37731
PILONCILLO B 06HZ	DIMMIT	TEXAS	42-127-37683
PILONCILLO B 07HX	DIMMIT	TEXAS	42-127-37684
PILONCILLO B 07HY	DIMMIT	TEXAS	42-127-37685
PILONCILLO B 07HZ	DIMMIT	TEXAS	42-127-37686
PILONCILLO B 10HA	DIMMIT	TEXAS	
PILONCILLO B 10HB	DIMMIT	TEXAS	
PILONCILLO B 10HC	DIMMIT	TEXAS	
PILONCILLO B 10HD	DIMMIT	TEXAS	
PILONCILLO B 10HE	DIMMIT	TEXAS	
PILONCILLO B 10HF	DIMMIT	TEXAS	
PILONCILLO B 11HA	DIMMIT	TEXAS	
PILONCILLO B 11HB	DIMMIT	TEXAS	
PILONCILLO B 11HC	DIMMIT	TEXAS	
PILONCILLO B 11HD	DIMMIT	TEXAS	
PILONCILLO B 11HE	DIMMIT	TEXAS	
PILONCILLO B 11HF	DIMMIT	TEXAS	
PILONCILLO B 14HB	DIMMIT	TEXAS	
PILONCILLO B 14HC	DIMMIT	TEXAS	
PILONCILLO C 01VH	DIMMIT	TEXAS	42-127-34360
PILONCILLO C 03HL	DIMMIT	TEXAS	42-127-35121
PILONCILLO C 04HY	DIMMIT	TEXAS	42-127-36509
PILONCILLO C 04HZ	DIMMIT	TEXAS	42-127-36511
PILONCILLO C 05HD	DIMMIT	TEXAS	42-127-36630
PILONCILLO C 05HE	DIMMIT	TEXAS	42-127-36565
PILONCILLO D 03HB	WEBB	TEXAS	42-479-43287
PILONCILLO D 03HC	WEBB	TEXAS	42-479-43288
PILONCILLO D 05HB	WEBB	TEXAS	42-479-41282
PILONCILLO D 05HY	WEBB	TEXAS	42-479-41286
PILONCILLO D 05HZ	WEBB	TEXAS	42-479-41285
PILONCILLO D 06HA	WEBB	TEXAS	42-479-41251
PILONCILLO D 07HA	WEBB	TEXAS	42-479-41351
PILONCILLO D 08HB	WEBB	TEXAS	42-479-41343
PILONCILLO D 08HD	WEBB	TEXAS	42-479-43285
PILONCILLO D 08HE	WEBB	TEXAS	42-479-43289
PILONCILLO D 08HF	WEBB	TEXAS	42-479-43290
PILONCILLO D 08HL	WEBB	TEXAS	42-479-41346

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Exhibit A
Wells

PILONCILLO D 08HY	WEBB	TEXAS	42-479-43291
PILONCILLO D 08HZ	WEBB	TEXAS	42-479-43292
PILONCILLO D 09HE	WEBB	TEXAS	42-479-43056
PILONCILLO D 09HF	WEBB	TEXAS	42-479-43057
PILONCILLO D 09HG	WEBB	TEXAS	42-479-43058
PILONCILLO D 09HH	WEBB	TEXAS	42-479-43059
PILONCILLO D 10HB	WEBB	TEXAS	42-479-41453
PILONCILLO D 10HL	WEBB	TEXAS	42-479-41461
PILONCILLO D 12HA	WEBB	TEXAS	42-479-41618
PILONCILLO D 12HB	WEBB	TEXAS	42-479-41613
PILONCILLO D 13HD	WEBB	TEXAS	42-479-43314
PILONCILLO D 13HE	WEBB	TEXAS	42-479-43315
PILONCILLO D 15HA	WEBB	TEXAS	42-479-41698
PILONCILLO D 16HA	WEBB	TEXAS	42-479-41732
PILONCILLO D 16HC	WEBB	TEXAS	42-479-43203
PILONCILLO D 16HE	WEBB	TEXAS	42-479-43355
PILONCILLO D 16HY	WEBB	TEXAS	42-479-43205
PILONCILLO D 16HZ	WEBB	TEXAS	42-479-43206
PILONCILLO D 17HA	WEBB	TEXAS	42-479-41812
PILONCILLO D 17HB	WEBB	TEXAS	42-479-41814
PILONCILLO D 17HC	WEBB	TEXAS	42-479-41813
PILONCILLO D 17HD	WEBB	TEXAS	42-479-41815
PILONCILLO D 17HE	WEBB	TEXAS	42-479-41817
PILONCILLO D 17HF	WEBB	TEXAS	42-479-41818
PILONCILLO D 17HW	WEBB	TEXAS	42-479-42136
PILONCILLO D 17HX	WEBB	TEXAS	42-479-42137
PILONCILLO D 17HY	WEBB	TEXAS	42-479-42132
PILONCILLO D 17HZ	WEBB	TEXAS	42-479-42138
PILONCILLO D 18HA	WEBB	TEXAS	42-479-42033
PILONCILLO D 18HE	WEBB	TEXAS	42-479-42030
PILONCILLO D 18HF	WEBB	TEXAS	42-479-42032
PILONCILLO D 18HG	WEBB	TEXAS	42-479-42961
PILONCILLO D 18HH	WEBB	TEXAS	42-479-42962
PILONCILLO D 18HI	WEBB	TEXAS	42-479-42965
PILONCILLO D 18HJ	WEBB	TEXAS	42-479-42963
PILONCILLO D 18HK	WEBB	TEXAS	42-479-42966
PILONCILLO D 19HA	WEBB	TEXAS	42-479-42098
PILONCILLO D 19HB	WEBB	TEXAS	42-479-42100
PILONCILLO D 19HD	WEBB	TEXAS	42-479-42102
PILONCILLO D 19HE	WEBB	TEXAS	42-479-42103
PILONCILLO D 19HG	WEBB	TEXAS	42-479-43104
PILONCILLO D 19HH	WEBB	TEXAS	42-479-43106
PILONCILLO D 19HI	WEBB	TEXAS	42-479-43107
PILONCILLO D 19HZ	WEBB	TEXAS	42-479-43175
PILONCILLO D 20HA	WEBB	TEXAS	42-479-42207
PILONCILLO D 20HB	WEBB	TEXAS	42-479-42208
PILONCILLO D 20HD	WEBB	TEXAS	42-479-42210
PILONCILLO D 20HE	WEBB	TEXAS	42-479-42211
PILONCILLO D 20HV	WEBB	TEXAS	42-479-42212
PILONCILLO D 20HW	WEBB	TEXAS	42-479-42213
PILONCILLO D 20HX	WEBB	TEXAS	42-479-42206
PILONCILLO D 20HY	WEBB	TEXAS	42-479-42214
PILONCILLO D 20HZ	WEBB	TEXAS	42-479-42215
PILONCILLO D 21HA	WEBB	TEXAS	42-479-41678

Exhibit A
Wells

PILONCILLO D 21HC	WEBB	TEXAS	42-479-41680
PILONCILLO D 21HD	WEBB	TEXAS	42-479-41681
PILONCILLO D 22HA	WEBB	TEXAS	42-479-42226
PILONCILLO D 22HB	WEBB	TEXAS	42-479-42234
PILONCILLO D 22HD	WEBB	TEXAS	42-479-42228
PILONCILLO D 22HE	WEBB	TEXAS	42-479-42229
PILONCILLO D 22HF	WEBB	TEXAS	42-479-42230
PILONCILLO D 22HX	WEBB	TEXAS	42-479-42231
PILONCILLO D 22HY	WEBB	TEXAS	42-479-42232
PILONCILLO D 22HZ	WEBB	TEXAS	42-479-42233
PILONCILLO D 23HD	WEBB	TEXAS	42-479-41786
PILONCILLO D 23HE	WEBB	TEXAS	42-479-41787
PILONCILLO D 25HA	WEBB	TEXAS	42-479-42387
PILONCILLO D 25HB	WEBB	TEXAS	42-479-42399
PILONCILLO D 25HC	WEBB	TEXAS	42-479-42397
PILONCILLO D 25HD	WEBB	TEXAS	42-479-42388
PILONCILLO D 25HE	WEBB	TEXAS	42-479-42398
PILONCILLO D 25HF	WEBB	TEXAS	42-479-42389
PILONCILLO D 26HC	WEBB	TEXAS	42-479-42289
PILONCILLO D 26HN	WEBB	TEXAS	42-479-42979
PILONCILLO D 26HP	WEBB	TEXAS	42-479-42980
PILONCILLO D 26HT	WEBB	TEXAS	42-479-42303
PILONCILLO D 26HU	WEBB	TEXAS	42-479-42309
PILONCILLO D 26HV	WEBB	TEXAS	42-479-42304
PILONCILLO D 26HW	WEBB	TEXAS	42-479-42305
PILONCILLO D 26HX	WEBB	TEXAS	42-479-42306
PILONCILLO D 26HY	WEBB	TEXAS	42-479-42307
PILONCILLO D 26HZ	WEBB	TEXAS	42-479-42308
PILONCILLO D 33HC	WEBB	TEXAS	
PILONCILLO D 33HD	WEBB	TEXAS	
PILONCILLO D 33HE	WEBB	TEXAS	
PILONCILLO D 33HF	WEBB	TEXAS	
PILONCILLO D 33HH	WEBB	TEXAS	
PILONCILLO D 34HA	WEBB	TEXAS	
PILONCILLO D 34HB	WEBB	TEXAS	
PILONCILLO D 34HC	WEBB	TEXAS	
PILONCILLO D 34HD	WEBB	TEXAS	
PILONCILLO D 34HE	WEBB	TEXAS	
PILONCILLO E 02HB	WEBB	TEXAS	42-479-43558
PILONCILLO E 02HC	WEBB	TEXAS	42-479-43559
PILONCILLO E 02HD	WEBB	TEXAS	42-479-43560
PILONCILLO E 02HE	WEBB	TEXAS	42-479-43561
PILONCILLO E 06HB	WEBB	TEXAS	42-479-41735
PILONCILLO E 06HD	WEBB	TEXAS	42-479-41737
PILONCILLO E 06HE	WEBB	TEXAS	42-479-41738
PILONCILLO E 06HF	WEBB	TEXAS	42-479-43201
PILONCILLO E 06HG	WEBB	TEXAS	42-479-43202
PILONCILLO E 07HA	WEBB	TEXAS	42-479-43241
PILONCILLO E 07HB	WEBB	TEXAS	42-479-43242
PILONCILLO E 07HC	WEBB	TEXAS	42-479-43441
PILONCILLO E 07HD	WEBB	TEXAS	42-479-43440
PILONCILLO E 14HA	WEBB	TEXAS	42-479-43648
PILONCILLO E 14HB	WEBB	TEXAS	42-479-43649
PILONCILLO E 14HC	WEBB	TEXAS	42-479-43650

Debtors_SN_000000755

Exhibit A
Wells

PILONCILLO E 14HD	WEBB	TEXAS	42-479-43651
PILONCILLO E 14HF	WEBB	TEXAS	42-479-43653
PILONCILLO E 14HG	WEBB	TEXAS	42-479-43654
PILONCILLO E 15HA	WEBB	TEXAS	42-479-43322
PILONCILLO E 15HB	WEBB	TEXAS	42-479-43323
PILONCILLO E 15HC	WEBB	TEXAS	42-479-43324
PILONCILLO E 15HT	WEBB	TEXAS	42-479-43325
PILONCILLO E 15HU	WEBB	TEXAS	42-479-43326
PILONCILLO E 15HV	WEBB	TEXAS	42-479-42170
PILONCILLO E 20HA	WEBB	TEXAS	42-479-43656
PILONCILLO E 20HB	WEBB	TEXAS	42-479-43657
PILONCILLO E 20HC	WEBB	TEXAS	42-479-43658
PILONCILLO E 20HD	WEBB	TEXAS	42-479-43659
PILONCILLO E 20HE	WEBB	TEXAS	42-479-43660
PILONCILLO E 20HF	WEBB	TEXAS	42-479-43661
PILONCILLO E 20HG	WEBB	TEXAS	42-479-43662
PILONCILLO E 21HA	WEBB	TEXAS	42-479-43452
PILONCILLO E 21HB	WEBB	TEXAS	42-479-43453
PILONCILLO E 21HC	WEBB	TEXAS	42-479-43454
PILONCILLO E 21HD	WEBB	TEXAS	42-479-43455
PILONCILLO E 21HE	WEBB	TEXAS	42-479-43456
PILONCILLO E 22HB	WEBB	TEXAS	42-479-43445
PILONCILLO E 22HC	WEBB	TEXAS	42-479-43446
PILONCILLO E 22HD	WEBB	TEXAS	42-479-43447
PILONCILLO E 27HX	WEBB	TEXAS	
PILONCILLO E 27HY	WEBB	TEXAS	
PILONCILLO E 27HZ	WEBB	TEXAS	
PILONCILLO E 28HC	WEBB	TEXAS	42-479-00000
PILONCILLO E 28HD	WEBB	TEXAS	42-479-00000
PILONCILLO E 28HE	WEBB	TEXAS	42-479-00000
PILONCILLO E 28HW	WEBB	TEXAS	
PILONCILLO E 28HX	WEBB	TEXAS	
PILONCILLO E 28HY	WEBB	TEXAS	
PILONCILLO E 28HZ	WEBB	TEXAS	
PILONCILLO E 29HA	WEBB	TEXAS	42-479-00000
PILONCILLO E 29HB	WEBB	TEXAS	42-479-00000
PILONCILLO E 29HC	WEBB	TEXAS	42-479-00000
PILONCILLO E 29HD	WEBB	TEXAS	42-479-00000
PILONCILLO E 29HE	WEBB	TEXAS	42-479-00000
PILONCILLO E 29HV	WEBB	TEXAS	
PILONCILLO E 29HW	WEBB	TEXAS	
PILONCILLO E 29HX	WEBB	TEXAS	
PILONCILLO E 29HY	WEBB	TEXAS	
PILONCILLO E 29HZ	WEBB	TEXAS	
PILONCILLO E 30HA	WEBB	TEXAS	42-479-00000
PILONCILLO E 30HB	WEBB	TEXAS	42-479-00000
PILONCILLO E 30HC	WEBB	TEXAS	42-479-00000
PILONCILLO E 30HD	WEBB	TEXAS	42-479-00000
PILONCILLO E 30HE	WEBB	TEXAS	42-479-00000
PILONCILLO E 30HV	WEBB	TEXAS	
PILONCILLO E 30HW	WEBB	TEXAS	
PILONCILLO E 30HX	WEBB	TEXAS	
PILONCILLO E 30HY	WEBB	TEXAS	
PILONCILLO E 31HA	WEBB	TEXAS	42-479-00000

Debtors_SN_000000756

Exhibit A
Wells

PILONCILLO E 31HB	WEBB	TEXAS	42-479-00000
PILONCILLO E 31HC	WEBB	TEXAS	42-479-00000
PILONCILLO E 31HD	WEBB	TEXAS	42-479-00000
PILONCILLO E 31HE	WEBB	TEXAS	42-479-00000
PILONCILLO E 31HV	WEBB	TEXAS	
PILONCILLO E 31HW	WEBB	TEXAS	
PILONCILLO E 31HX	WEBB	TEXAS	
PILONCILLO E 31HY	WEBB	TEXAS	42-479-43855
PILONCILLO E 31HZ	WEBB	TEXAS	42-479-43856
PILONCILLO E 32HA	WEBB	TEXAS	42-479-43744
PILONCILLO E 32HB	WEBB	TEXAS	42-479-43745
PILONCILLO E 32HC	WEBB	TEXAS	42-479-43746
PILONCILLO E 32HD	WEBB	TEXAS	42-479-43747
PILONCILLO E 32HE	WEBB	TEXAS	42-479-43751
PILONCILLO E 32HF	WEBB	TEXAS	42-479-00000
PILONCILLO E 32HV	WEBB	TEXAS	
PILONCILLO E 32HW	WEBB	TEXAS	
PILONCILLO E 32HX	WEBB	TEXAS	
PILONCILLO E 32HY	WEBB	TEXAS	
PILONCILLO E 32HZ	WEBB	TEXAS	
PILONCILLO E 33HA	WEBB	TEXAS	42-479-43493
PILONCILLO E 33HB	WEBB	TEXAS	42-479-43500
PILONCILLO E 33HW	WEBB	TEXAS	
PILONCILLO E 33HX	WEBB	TEXAS	
PILONCILLO E 33HY	WEBB	TEXAS	42-479-43501
PILONCILLO E 33HZ	WEBB	TEXAS	42-479-43502
PILONCILLO E 34HV	WEBB	TEXAS	42-479-43569
PILONCILLO E 34HW	WEBB	TEXAS	42-479-43571
PILONCILLO E 34HX	WEBB	TEXAS	42-479-43570
PILONCILLO E 34HY	WEBB	TEXAS	42-479-43576
PILONCILLO E 34HZ	WEBB	TEXAS	42-479-43577
PILONCILLO E 35HV	WEBB	TEXAS	42-479-43563
PILONCILLO E 35HW	WEBB	TEXAS	42-479-43564
PILONCILLO E 35HX	WEBB	TEXAS	42-479-43565
PILONCILLO E 35HY	WEBB	TEXAS	42-479-43566
PILONCILLO E 35HZ	WEBB	TEXAS	42-479-43567
PILONCILLO E 36HW	WEBB	TEXAS	42-479-43572
PILONCILLO E 36HX	WEBB	TEXAS	42-479-43573
PILONCILLO E 36HY	WEBB	TEXAS	42-479-43574
PILONCILLO E 36HZ	WEBB	TEXAS	42-479-43575
PILONCILLO E 39HA	WEBB	TEXAS	
PILONCILLO E 39HC	WEBB	TEXAS	
PILONCILLO E 39HE	WEBB	TEXAS	
PILONCILLO E 39HF	WEBB	TEXAS	
PILONCILLO E 44HA	DIMMIT	TEXAS	42-127-37418
PILONCILLO E 44HB	DIMMIT	TEXAS	42-127-37419
PILONCILLO E 44HC	DIMMIT	TEXAS	42-127-37499
PILONCILLO E 44HX	DIMMIT	TEXAS	42-127-37501
PILONCILLO F 01HZ	DIMMIT	TEXAS	42-127-36513
PILONCILLO F 05HA	WEBB	TEXAS	42-479-43473
PILONCILLO F 05HB	WEBB	TEXAS	42-479-43474
PILONCILLO F 05HY	WEBB	TEXAS	42-479-43475
PILONCILLO F 05HZ	WEBB	TEXAS	42-479-43476
ROGERS DENTONIO 31 UNIT 01HA	DIMMIT	TEXAS	42-127-37529

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Exhibit A
Wells

ROGERS DENTONIO 31 UNIT 01HB	DIMMIT	TEXAS	42-127-37530
ROGERS DENTONIO 31 UNIT 01HC	DIMMIT	TEXAS	42-127-37531
ROGERS DENTONIO 31 UNIT 01HD	DIMMIT	TEXAS	42-127-37533
ROGERS DENTONIO 31 UNIT 07H	DIMMIT	TEXAS	42-127-37041
ROGERS DENTONIO 31 UNIT 08H	DIMMIT	TEXAS	42-127-37042
ROGERS DENTONIO 31 UNIT 09H	DIMMIT	TEXAS	42-127-37043
ROGERS DENTONIO 31 UNIT 10H	DIMMIT	TEXAS	42-127-37044
ROGERS DENTONIO 31 UNIT 11H	DIMMIT	TEXAS	42-127-37045
SHACKELFORD 01H	FRIO	TEXAS	42-163-33950
SOUTH SPUR RANCH 03H	DIMMIT	TEXAS	42-127-36374
SOUTH SPUR RANCH 04H	DIMMIT	TEXAS	42-127-36375
SOUTH SPUR UNIT B 01H	DIMMIT	TEXAS	42-127-36676
SOUTH SPUR UNIT B 02H	DIMMIT	TEXAS	42-127-36677
SOUTH SPUR UNIT B 03H	DIMMIT	TEXAS	42-127-36678
SOUTH SPUR UNIT B 04H	DIMMIT	TEXAS	42-127-36679
SOUTH SPUR UNIT B 05H	DIMMIT	TEXAS	42-127-36680
SOUTH SPUR UNIT B 06H	DIMMIT	TEXAS	42-127-36681
SOUTH SPUR UNIT B 07H	DIMMIT	TEXAS	42-127-36682
STUMBERG RANCH 56H	DIMMIT	TEXAS	42-127-37221
VALYN CLARA A 01H	FRIO	TEXAS	42-163-34015
VALYN CLARA A 02H	FRIO	TEXAS	42-163-34016
VALYN CLARA A 03H	FRIO	TEXAS	42-163-34017
VALYN CLARA B 01H	FRIO	TEXAS	42-163-34006
VALYN CLARA B 02H	FRIO	TEXAS	42-163-34007
VALYN CLARA B 03H	FRIO	TEXAS	42-163-34008
VOTAW UNIT 02H	DIMMIT	TEXAS	42-127-37326
VOTAW UNIT 03H	DIMMIT	TEXAS	42-127-37355

Exhibit B

Existing Mortgage

1. Mortgage, Deed of Trust, Security Agreement, Financing Statement and Assignment of Production, dated as of November 15, 2012, from SEP Holdings III, LLC, to Harve Truskett, as trustee for the benefit of Capital One, National Association, as administrative agent, as recorded on November 20, 2012, in Volume 453, Page 305, as Instrument #93209, in DeWitt County, Texas, as amended by that certain Assignment of and First Amendment to Mortgage, Deed of Trust, Security Agreement, Financing Statement and Assignment of Production, dated as of May 31, 2013, from SEP Holdings III, LLC, to Charles R. Salmon, as successor trustee for the benefit of Royal Bank of Canada, as administrative agent and collateral agent, as recorded on June 4, 2013, in Volume 475, Page 509, as Instrument #97318, in DeWitt County, Texas, that certain Affidavit of Name Change, dated as of March 31, 2016, as recorded on April 7, 2016, in Volume 566, Page 224, as Instrument #113104, in DeWitt County, Texas pursuant to which SEP Holdings III, LLC changed its name to SN Palmetto, LLC and as amended by that certain Third Amendment and Supplement to Mortgage, Deed of Trust, Security Agreement, Financing Statement and Assignment of Production, dated as of January 16, 2018, from SN Palmetto, LLC, to Charles R. Salmon, as trustee for the benefit of Royal Bank of Canada, as administrative agent and collateral agent, as recorded on January 30, 2018, in Volume 605, Page 72, as Instrument #120378, in DeWitt County, Texas and that certain Master Reaffirmation and Assignment and Assumption of Liens and Security Interests, dated as of February 14, 2018, by and among Sanchez Energy Corporation, a Delaware corporation, the Grantor, the other grantors party thereto, Royal Bank of Canada, as administrative agent and as collateral agent, Delaware Trust Company, as trustee, the Collateral Trustee and the other parties party thereto, as recorded on March 16, 2018, in Volume 607, Page 630, as Instrument #120867, in DeWitt County, Texas.

2. Mortgage, Deed of Trust, Security Agreement, Financing Statement and Assignment of Production, dated as of November 15, 2012, from SEP Holdings III, LLC, to Harve Truskett, as trustee for the benefit of Capital One, National Association, as administrative agent, as recorded on November 20, 2012, in Volume 1107, Page 743, as Instrument #262951, in Gonzales County, Texas, as amended by that certain Assignment of and First Amendment to Mortgage, Deed of Trust, Security Agreement, Financing Statement and Assignment of Production, dated as of May 31, 2013, from SEP Holdings III, LLC, to Charles R. Salmon, as successor trustee for the benefit of Royal Bank of Canada, as administrative agent and collateral agent, as recorded on June 4, 2013, in Volume 1126, Page 750, as Instrument # 266560, in Gonzales County, Texas, that certain Partial Release, dated as of March 31, 2015, as recorded on April 10, 2015, in Volume 1195, Page 90, as Instrument #280664, in Gonzales County, Texas, that certain Affidavit of Name Change, dated as of March 31, 2016, as recorded on April 7, 2016, in Volume 1223, Page 772, as Instrument #16285116, in Gonzales County, Texas pursuant to which SEP Holdings III, LLC changed its name to SN Palmetto, LLC, that certain Partial Release, dated effective as of July 1, 2016, as recorded on December 1, 2016, in Volume 1243, Page 236, as Instrument #16288186, in Gonzales County, Texas and as amended

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by that certain Third Amendment and Supplement to Mortgage, Deed of Trust, Security Agreement, Financing Statement and Assignment of Production, dated as of January 16, 2018, from SN Palmetto, LLC, to Charles R. Salmon, as trustee for the benefit of Royal Bank of Canada, as administrative agent and collateral agent, as recorded on January 31, 2018, in Volume 1273, Page 246, as Instrument #18292993, in Gonzales County, Texas and that certain Master Reaffirmation and Assignment and Assumption of Liens and Security Interests, dated as of February 14, 2018, by and among Sanchez Energy Corporation, a Delaware corporation, the Grantor, the other grantors party thereto, Royal Bank of Canada, as administrative agent and as collateral agent, Delaware Trust Company, as trustee, the Collateral Trustee and the other parties party thereto, as recorded on March 14, 2018, in Volume 1276, Page 58, as Instrument 18293427, in Gonzales County, Texas.

3. Second Amendment and Supplement to Mortgage, Deed of Trust, Security Agreement, Financing Statement and Assignment of Product, dated as of August 31, 2016, from SN Palmetto, LLC, to Charles R. Salmon, as trustee for the benefit of Royal Bank of Canada, as administrative agent, as recorded on September 12, 2016, in Volume 209, Page 334, as Instrument #0147192, in Frio County, Texas and as amended by that certain Master Reaffirmation and Assignment and Assumption of Liens and Security Interests, dated as of February 14, 2018, by and among Sanchez Energy Corporation, a Delaware corporation, the Grantor, the other grantors party thereto, Royal Bank of Canada, as administrative agent and as collateral agent, Delaware Trust Company, as trustee, the Collateral Trustee and the other parties party thereto, as recorded on March 14, 2018, in Volume 0237, Page 0233, as Instrument # 0151051 in Frio County, Texas.

4. Mortgage, Deed of Trust, Security Agreement, Financing Statement and Assignment of Production, dated as of November 15, 2012, from SEP Holdings III, LLC, to Harve Truskett, as trustee for the benefit of Capital One, National Association, as administrative agent, as recorded on November 20, 2012, in Volume 0338, Page 0536, as Instrument #086035, in Zavala County, Texas, as amended by that certain Assignment of and First Amendment to Mortgage, Deed of Trust, Security Agreement, Financing Statement and Assignment of Production, dated as of May 31, 2013, from SEP Holdings III, LLC, to Charles R. Salmon, as successor trustee for the benefit of Royal Bank of Canada, as administrative agent and collateral agent, as recorded on June 4, 2013, in Volume 0344, Page 0721, as Instrument #087141, in Zavala County, Texas, that certain Affidavit of Name Change, dated as of March 31, 2016, as recorded on April 8, 2016, in Volume 385, Page 115, as Instrument #92630, in Zavala County, Texas, that certain Second Amendment and Supplement to Mortgage, Deed of Trust, Security Agreement, Financing Statement and Assignment of Product, dated as of August 31, 2016, from SN Palmetto, LLC, to Charles R. Salmon, as trustee for the benefit of Royal Bank of Canada, as administrative agent, as recorded on September 19, 2016, in Volume 0390, Page 0591, as Instrument #093292, in Zavala County, Texas, that certain Partial Release, dated effective as of July 1, 2016, as recorded on December 1, 2016, in Volume 393, Page 4, as Instrument #93611, in Zavala County, Texas and that certain Master Reaffirmation and Assignment and Assumption of Liens and Security Interests, dated as of February 14, 2018, by and among Sanchez Energy Corporation, a Delaware corporation, the Grantor,

the other grantors party thereto, Royal Bank of Canada, as administrative agent and as collateral agent, Delaware Trust Company, as trustee, the Collateral Trustee and the other parties party thereto, as recorded on March 16, 2018, in Volume 0406, Page 0353, as Instrument # 095492, in Zavala County, Texas.

FILED AND RECORDED
OFFICIAL PUBLIC RECORDS
Jul 07, 2019 09:32:29 AM
FEE: 26.00
2019-095492
ZAVALA COUNTY, TEXAS

FILED FOR RECORD
ANGIE TULLIS - COUNTY CLERK
FRIO COUNTY, TEXAS

INST NO: 0151350

FILED ON: APRIL 17, 2018 AT 03:50pm

THIS INSTRUMENT CONTAINED 49 PAGES AT FILING

COUNTY COURT FRIO COUNTY TEXAS

THE STATE OF TEXAS COUNTY OF FRIO
I hereby certify that this instrument was filed on the date and time stamped hereon and recorded in the volume and page of named record of Frio County, and stamped hereon by me.
DATE: APRIL 17, 2018
ANGIE TULLIS, COUNTY CLERK

Angie Tullis

Volume 239 on page 319 - 367

OPR RECORDS

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EXHIBIT 4

Doc 7002 Bk OR Vol 329 Pg 138

MEMORANDUM OF OIL AND GAS LEASE

THIS AGREEMENT is to be effective the 1st day of December, 2005, by and between **Briscoe Ranch, Inc.**, P.O. Box 389, Uvalde, Texas 78802 (hereinafter referred to as "Lessor"), and **Edward G. Vaughan**, whose address 1580 S. Main, Ste. 200, Boerne, Texas 78006, (hereinafter referred to as "Lessee").

WITNESSETH:

Lessor, in consideration of Ten and No/100 Dollars ($10.00) and other good and valuable consideration in hand paid, hereby grants, leases and lets exclusively unto Lessee a fee simple determinable interest in Lessor's interest in the lands and depths in LaSalle and Dimmit Counties, Texas, more particularly described in Exhibit "A" attached hereto and made a part hereof, as to all depths below the base of the San Miguel Formation, such depth being the stratigraphic equivalent of 6000 feet in the Dual Induction Resistivity Log of the Belco Petroleum Corp., Rasmussen No.1 well, API 42-127-30334, for a primary term expiring November 30, 2007, unless extended as provided, and for so long thereafter as continuous development operations are prosecuted continuously as defined in and covered by an Oil and Gas Lease of even date herewith for the purposes stated therein and so long thereafter as oil or gas is produced in paying quantities as therein provided.

The said Oil and Gas Lease is subject to all terms, provisions and conditions stated in full in an unrecorded instrument, bearing this same date, duplicate originals of which instrument are in the possession of Lessee and Lessor. Reference is here made to said instrument for all purposes.

IN WITNESS WHEREOF, this Memorandum of Lease has been executed as of the date first above written. This Memorandum may be signed and delivered in multiple counterparts. It shall be binding upon those who execute it or a counterpart whether or not it or a counterpart is executed by some other party or parties.

LESSOR:

BRISCOE RANCH, INC.

By: _____
Dolph Briscoe, Jr., Chairman

LESSEE:

_____
Edward G. Vaughan

Doc 7002 Bk OR Vol 329 Ps 139

THE STATE OF TEXAS §
§
COUNTY OF UVALDE §

This instrument was acknowledged before me this 8TH day of DECEMBER, 2005, by Dolph Briscoe, Jr., Chairman of Briscoe Ranch. Inc. on behalf of Briscoe Ranch, Inc.

BARBARA WOODMAN
Notary Public, State of Texas
My Commission Expires
JUNE 5, 2009

Barbara Woodman
Notary Public, State of Texas

THE STATE OF TEXAS §
§
COUNTY OF KENDALL § §

This instrument was acknowledged before me this 8TH day of DECEMBER, 2005, by Edward G. Vaughan.

BARBARA WOODMAN
Notary Public, State of Texas
My Commission Expires
JUNE 5, 2009

Barbara Woodman
Notary Public, State of Texas

Doc 7002 Bk OR Vol 329 Pg 140

EXHIBIT "A"

To Memorandum of Oil & Gas Lease Between Briscoe Ranch, Inc., as Lessor And Edward G. Vaughan, as Lessee

The lands covered by the Lease to which this Exhibit "A" is attached is all of Lessor's interest in that certain land, real estate and premises being situated in the Counties of Dimmit and LaSalle, State of Texas, covering 27,136.07 acres, more or less, as to all depths below the base of the San Miguel Formation, such depth being the stratigraphic equivalent of 6,000 feet as found in Dual Induction Resistivity Log for the Belco Petroleum Corp., Rasmussen No. 1 well, API Number 42-127-30334, but not above such depth, all such depths from the base of the San Miguel Formation up to the surface being reserved to Lessor, and being more particularly described as follows, to-wit:

That certain tract or parcel of land comprising 35,136.07 acres, more or less, situated in LaSalle and Dimmit Counties, Texas, and being further described as all of that certain tract of land containing 38,421.71 acres of land which is described in that certain deed dated July 11, 1971, from E. G. Goff, et al to Marshall G. Johnson which is recorded in Vol. 167, Pg. 87, Dimmit County Deed Records, and, and Vol. 148, Pg. 92, La Salle County Deed Records, less and except:

1) 3,285.64 acres which is described in that certain mineral deed dated April 24, 1967, from George E. Light, et al, to Lightning Oil Company, which is recorded in Vol. 145, Pg. 203, La Salle County Deed Records.

2) Survey 2, J. G. Childers S.F. 11150, Abstract 1841, La Salle County, Texas.

3) The most Westerly 8,000 acres described in Deed from First Victoria National Bank of Victoria, Texas, Trustee under the Will of M. G. Johnson, et al, to Briscoe Ranch, Inc., recorded in Volume 172, Page 62, Deed Records of Dimmit County, Texas, said 8,000 acres being described on Page Eight of said Deed as being "bounded on the West by the West line of said property, on the North and South by the North and South lines of said property, and on the East by a line drawn North and South from the North line of said property to its South line and a sufficient distance East of the Westerly boundary to include 8,000 acres, less however any acreage within said boundaries under which the Grantors own no interest in the oil, gas and other minerals."

FILED FOR RECORD IN
Dimmit County
Mario Z Garcia
COUNTY CLERK

ON: Oct 17,2006 AT 02:03P

as
Recording

Document Number: 7002
Total Fees : 24.00

Receipt Number - 10966
By,
Josefa Deleon, Deputy

EXHIBIT 5

Doc 78892 Bk 7002 OR Vol 329 Pg 138

MEMORANDUM OF OIL AND GAS LEASE

THIS AGREEMENT is to be effective the 1st day of December, 2005, by and between **Briscoe Ranch, Inc.**, P.O. Box 389, Uvalde, Texas 78802 (hereinafter referred to as "Lessor"), and **Edward G. Vaughan**, whose address 1580 S. Main, Ste. 200, Boerne, Texas 78006, (hereinafter referred to as "Lessee").

W I T N E S S E T H:

Lessor, in consideration of Ten and No/100 Dollars ($10.00) and other good and valuable consideration in hand paid, hereby grants, leases and lets exclusively unto Lessee a fee simple determinable interest in Lessor's interest in the lands and depths in LaSalle and Dimmit Counties, Texas, more particularly described in Exhibit "A" attached hereto and made a part hereof, as to all depths below the base of the San Miguel Formation, such depth being the stratigraphic equivalent of 6000 feet in the Dual Induction Resistivity Log of the Belco Petroleum Corp., Rasmussen No.1 well, API 42-127-30334, for a primary term expiring November 30, 2007, unless extended as provided, and for so long thereafter as continuous development operations are prosecuted continuously as defined in and covered by an Oil and Gas Lease of even date herewith for the purposes stated therein and so long thereafter as oil or gas is produced in paying quantities as therein provided.

The said Oil and Gas Lease is subject to all terms, provisions and conditions stated in full in an unrecorded instrument, bearing this same date, duplicate originals of which instrument are in the possession of Lessee and Lessor. Reference is here made to said instrument for all purposes.

IN WITNESS WHEREOF, this Memorandum of Lease has been executed as of the date first above written. This Memorandum may be signed and delivered in multiple counterparts. It shall be binding upon those who execute it or a counterpart whether or not it or a counterpart is executed by some other party or parties.

LESSOR:

BRISCOE RANCH, INC.

By: _____
Dolph Briscoe, Jr., Chairman

LESSEE:

_____
Edward G. Vaughan

VOL. 458 PAGE 515

Doc 7002 Bk OR Vol 329 Pg 139

THE STATE OF TEXAS §
§
COUNTY OF UVALDE §

This instrument was acknowledged before me this 8TH day of DECEMBER, 2005, by Dolph Briscoe, Jr., Chairman of Briscoe Ranch, Inc. on behalf of Briscoe Ranch, Inc.

BARBARA WOODMAN
Notary Public, State of Texas
My Commission Expires
JUNE 5, 2009

Barbara Woodman
Notary Public, State of Texas

THE STATE OF TEXAS §
§
COUNTY OF KENDALL § §

This instrument was acknowledged before me this 8TH day of DECEMBER, 2005, by Edward G. Vaughan.

BARBARA WOODMAN
Notary Public, State of Texas
My Commission Expires
JUNE 5, 2009

Barbara Woodman
Notary Public, State of Texas

VOL. 458 PAGE 516

Doc 7002 Bk OR Vol 329 Pg 140

EXHIBIT "A"

To Memorandum of Oil & Gas Lease Between Briscoe Ranch, Inc., as Lessor

And Edward G. Vaughan, as Lessee

The lands covered by the Lease to which this Exhibit "A" is attached is all of Lessor's interest in that certain land, real estate and premises being situated in the Counties of Dimmit and LaSalle, State of Texas, covering 27,136.07 acres, more or less, as to all depths below the base of the San Miguel Formation, such depth being the stratigraphic equivalent of 6,000 feet as found in Dual Induction Resistivity Log for the Belco Petroleum Corp., Rasmussen No. 1 well, API Number 42-127-30334, but not above such depth, all such depths from the base of the San Miguel Formation up to the surface being reserved to Lessor, and being more particularly described as follows, to-wit:

That certain tract or parcel of land comprising 35,136.07 acres, more or less, situated in LaSalle and Dimmit Counties, Texas, and being further described as all of that certain tract of land containing 38,421.71 acres of land which is described in that certain deed dated July 11, 1971, from E. G. Goff, et al to Marshall G. Johnson which is recorded in Vol. 167, Pg. 87, Dimmit County Deed Records, and, and Vol. 148, Pg. 92, La Salle County Deed Records, less and except:

1) 3,285.64 acres which is described in that certain mineral deed dated April 24, 1967, from George E. Light, et al, to Lightning Oil Company, which is recorded in Vol. 145, Pg. 203, La Salle County Deed Records.

2) Survey 2, J. G. Childers S.F. 11150, Abstract 1841, La Salle County, Texas.

3) The most Westerly 8,000 acres described in Deed from First Victoria National Bank of Victoria, Texas, Trustee under the Will of M. G. Johnson, et al, to Briscoe Ranch, Inc., recorded in Volume 172, Page 62, Deed Records of Dimmit County, Texas, said 8,000 acres being described on Page Eight of said Deed as being "bounded on the West by the West line of said property, on the North and South by the North and South lines of said property, and on the East by a line drawn North and South from the North line of said property to its South line and a sufficient distance East of the Westerly boundary to include 8,000 acres, less however any acreage within said boundaries under which the Grantors own no interest in the oil, gas and other minerals."

FILED FOR RECORD IN
Dimmit County
Mario Z Garcia
COUNTY CLERK

ON: Oct 17,2006 AT 02:03P

as
Recording

Document Number: 7002
Total Fees : 24.00

Receipt Number - 10966
By,
Josefa Deleon, Deputy

VOL. 458 PAGE 517

FILED: October 20, 2006 AT 9:20 A. M.
RECORDED: October 20, 2006 AT 10:35 A. M.
MARGARITA A. ESQUEDA, COUNTY CLERK
LA SALLE COUNTY, TEXAS
BY: Peggy Mooney DEPUTY

EXHIBIT 6

Doc 78892 Bk 7002 OR Vol 329 Pg 138

MEMORANDUM OF OIL AND GAS LEASE

THIS AGREEMENT is to be effective the 1st day of December, 2005, by and between **Briscoe Ranch, Inc.**, P.O. Box 389, Uvalde, Texas 78802 (hereinafter referred to as "Lessor"), and **Edward G. Vaughan**, whose address 1580 S. Main, Ste. 200, Boerne, Texas 78006, (hereinafter referred to as "Lessee").

WITNESSETH:

Lessor, in consideration of Ten and No/100 Dollars ($10.00) and other good and valuable consideration in hand paid, hereby grants, leases and lets exclusively unto Lessee a fee simple determinable interest in Lessor's interest in the lands and depths in LaSalle and Dimmit Counties, Texas, more particularly described in Exhibit "A" attached hereto and made a part hereof, as to all depths below the base of the San Miguel Formation, such depth being the stratigraphic equivalent of 6000 feet in the Dual Induction Resistivity Log of the Belco Petroleum Corp., Rasmussen No.1 well, API 42-127-30334, for a primary term expiring November 30, 2007, unless extended as provided, and for so long thereafter as continuous development operations are prosecuted continuously as defined in and covered by an Oil and Gas Lease of even date herewith for the purposes stated therein and so long thereafter as oil or gas is produced in paying quantities as therein provided.

The said Oil and Gas Lease is subject to all terms, provisions and conditions stated in full in an unrecorded instrument, bearing this same date, duplicate originals of which instrument are in the possession of Lessee and Lessor. Reference is here made to said instrument for all purposes.

IN WITNESS WHEREOF, this Memorandum of Lease has been executed as of the date first above written. This Memorandum may be signed and delivered in multiple counterparts. It shall be binding upon those who execute it or a counterpart whether or not it or a counterpart is executed by some other party or parties.

LESSOR:

BRISCOE RANCH, INC.

By: _____
Dolph Briscoe, Jr., Chairman

LESSEE:

_____
Edward G. Vaughan

Doc 7250 Bk OR Vol 330 Pg 379

VOL. 458 PAGE 515

Doc 7002 Bk OR Vol 329 Pg 139

THE STATE OF TEXAS §
§
COUNTY OF UVALDE §

This instrument was acknowledged before me this 8TH day of DECEMBER, 2005, by Dolph Briscoe, Jr., Chairman of Briscoe Ranch, Inc. on behalf of Briscoe Ranch, Inc.

BARBARA WOODMAN
Notary Public, State of Texas
My Commission Expires
JUNE 5, 2009

Barbara Woodman
Notary Public, State of Texas

THE STATE OF TEXAS §
§
COUNTY OF KENDALL § §

This instrument was acknowledged before me this 8TH day of DECEMBER, 2005, by Edward G. Vaughan.

BARBARA WOODMAN
Notary Public, State of Texas
My Commission Expires
JUNE 5, 2009

Barbara Woodman
Notary Public, State of Texas

Doc 7250 Bk OR Vol 330 Pg 380

VOL. 458 PAGE 516

Doc 7250 BK OR Vol 330 Pg 381

EXHIBIT "A"

To Memorandum of Oil & Gas Lease Between Briscoe Ranch, Inc., as Lessor

And Edward G. Vaughan, as Lessee

The lands covered by the Lease to which this Exhibit "A" is attached is all of Lessor's interest in that certain land, real estate and premises being situated in the County of Dimmit, State of Texas, covering 27,136.07 acres, more or less, as to all depths below the base of the San Miguel Formation, such depth being the stratigraphic equivalent of 6,000 feet as found in Dual Induction Resistivity Log for the Belco Petroleum Corp., Rasmussen No. 1 well, API Number 42-127-30334, but not above such depth, all such depths from the base of the San Miguel Formation up to the surface being reserved to Lessor, and being more particularly described as follows, to-wit:

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1) 3,285.64 acres which is described in that certain mineral deed dated April 24, 1967, from George E. Light, et al, to Lightning Oil Company, which is recorded in Vol. 145, Pg. 203, La Salle County Deed Records.

2) Survey 2, J. G. Childers S.F. 11150, Abstract 1841, La Salle County, Texas.

3) The most Westerly 8,000 acres described in Deed from First Victoria National Bank of Victoria, Texas, Trustee under the Will of M. G. Johnson, et al, to Briscoe Ranch, Inc., recorded in Volume 172, Page 62, Deed Records of Dimmit County, Texas, said 8,000 acres being described on Page Eight of said Deed as being "bounded on the West by the West line of said property, on the North and South by the North and South lines of said property, and on the East by a line drawn North and South from the North line of said property to its South line and a sufficient distance East of the Westerly boundary to include 8,000 acres, less however any acreage within said boundaries under which the Grantors own no interest in the oil, gas and other minerals."

FILED FOR RECORD IN
Dimmit County
Maria Z Garcia
COUNTY CLERK

ON: Dec 11,2006 AT 11:55P

as
Recording

Document Number: 7250
Total Fees : 24.00

Receipt Number - 11347
By,
Josefa Deleon, Deputy

EXHIBIT 7

79159
78892 Doc 7002 Bk OR Vol 329 Pg 13

MEMORANDUM OF OIL AND GAS LEASE

THIS AGREEMENT is to be effective the 1st day of December, 2005, by and between **Briscoe Ranch, Inc.**, P.O. Box 389, Uvalde, Texas 78802 (hereinafter referred to as "Lessor"), and **Edward G. Vaughan**, whose address 1580 S. Main, Ste. 200, Boerne, Texas 78006, (hereinafter referred to as "Lessee").

W I T N E S S E T H:

Lessor, in consideration of Ten and No/100 Dollars ($10.00) and other good and valuable consideration in hand paid, hereby grants, leases and lets exclusively unto Lessee a fee simple determinable interest in Lessor's interest in the lands and depths in LaSalle and Dimmit Counties, Texas, more particularly described in Exhibit "A" attached hereto and made a part hereof, as to all depths below the base of the San Miguel Formation, such depth being the stratigraphic equivalent of 6000 feet in the Dual Induction Resistivity Log of the Belco Petroleum Corp., Rasmussen No.1 well, API 42-127-30334, for a primary term expiring November 30, 2007, unless extended as provided, and for so long thereafter as continuous development operations are prosecuted continuously as defined in and covered by an Oil and Gas Lease of even date herewith for the purposes stated therein and so long thereafter as oil or gas is produced in paying quantities as therein provided.

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IN WITNESS WHEREOF, this Memorandum of Lease has been executed as of the date first above written. This Memorandum may be signed and delivered in multiple counterparts. It shall be binding upon those who execute it or a counterpart whether or not it or a counterpart is executed by some other party or parties.

LESSOR:

BRISCOE RANCH, INC.

By: _____
Dolph Briscoe, Jr., Chairman

LESSEE:

_____
Edward G. Vaughan

Doc 7250 Bk OR Vol 330 Pg 37

VOL. 458 PAGE 515

VOL. 460 PAGE 230

Doc 7002 Bk OR Vol 329 Pg 13

THE STATE OF TEXAS §
§
COUNTY OF UVALDE §

This instrument was acknowledged before me this 8TH day of DECEMBER, 2005, by Dolph Briscoe, Jr., Chairman of Briscoe Ranch, Inc. on behalf of Briscoe Ranch, Inc.

BARBARA WOODMAN
Notary Public, State of Texas
My Commission Expires
JUNE 5, 2009

Barbara Woodman
Notary Public, State of Texas

THE STATE OF TEXAS §
§
COUNTY OF KENDALL § §

This instrument was acknowledged before me this 8TH day of DECEMBER, 2005, by Edward G. Vaughan.

BARBARA WOODMAN
Notary Public, State of Texas
My Commission Expires
JUNE 5, 2009

Barbara Woodman
Notary Public, State of Texas

Doc 7250 Bk OR Vol 330 Pg 38

VOL. 458 PAGE 516

Doc 7250 Bk OR Vol 330 Pg 381

EXHIBIT "A"

To Memorandum of Oil & Gas Lease Between Briscoe Ranch, Inc., as Lessor And Edward G. Vaughan, as Lessee

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1) 3,285.64 acres which is described in that certain mineral deed dated April 24, 1967, from George E. Light, et al, to Lightning Oil Company, which is recorded in Vol. 145, Pg. 203, La Salle County Deed Records.

2) Survey 2, J. G. Childers S.F. 11150, Abstract 1841, La Salle County, Texas.

3) The most Westerly 8,000 acres described in Deed from First Victoria National Bank of Victoria, Texas, Trustee under the Will of M. G. Johnson, et al, to Briscoe Ranch, Inc., recorded in Volume 172, Page 62, Deed Records of Dimmit County, Texas, said 8,000 acres being described on Page Eight of said Deed as being "bounded on the West by the West line of said property, on the North and South by the North and South lines of said property, and on the East by a line drawn North and South from the North line of said property to its South line and a sufficient distance East of the Westerly boundary to include 8,000 acres, less however any acreage within said boundaries under which the Grantors own no interest in the oil, gas and other minerals."

FILED FOR RECORD IN
Dimmit County
Mario Z Garcia
COUNTY CLERK

ON: Dec 11,2006 AT 11:55P

as
Recording

Document Number: 7250
Total Fees : 24.00

Receipt Number - 11347
By,
Josefa Deleon, Deputy

VOL. 460 PAGE 232

FILED: January 3 2007 AT 1:35P. M.
RECORDED: January 3 2007 AT 2:30P. M.

MARGARITA A. ESQUEDA, COUNTY CLERK
LA SALLE COUNTY, TEXAS
BY: Peggy Munsey DEPUTY

EXHIBIT 8

Exhibit Withheld for Confidentiality[1]

[1] This Exhibit is entirely confidential or highly confidential pursuant to the Stipulated Protective Order, Dkt. No. 306. This Exhibit totals 47 pages and has been withheld, rather than redacted in full.

EXHIBIT 9

Exhibit Withheld for Confidentiality[1]

[1] This Exhibit is entirely confidential or highly confidential pursuant to the Stipulated Protective Order, Dkt. No. 306. This Exhibit totals 1 page and has been withheld, rather than redacted in full.

EXHIBIT 10

Exhibit Withheld for Confidentiality[1]

[1] This Exhibit is entirely confidential or highly confidential pursuant to the Stipulated Protective Order, Dkt. No. 306. This Exhibit totals 3 pages and has been withheld, rather than redacted in full.

EXHIBIT 11

CORRECTION AFFIDAVIT
UNDER §5.028, TEXAS PROPERTY CODE

AMENDED AND RESTATED MORTGAGE, DEED OF TRUST, SECURITY AGREEMENT, FINANCING STATEMENT AND ASSIGNMENT OF PRODUCTION

VOL 0266 PG 0055

Date: June 26, 2019

Description of the Original Instrument (the "Original Instrument"): Amended and Restated Mortgage, Deed of Trust, Security Agreement, Financing Statement and Assignment of Production, dated effective as of April 13, 2018, recorded in the Official Public Records of Real Property of Frio County, Texas, Volume 239, Page 319 under Instrument No. 0151350, from SN Palmetto, LLC (the Grantor as defined in the Original Instrument) unto Charles R. Salmon (the Trustee as defined in the Original Instrument) for the benefit of Royal Bank of Canada (the Mortgagee and the Collateral Trustee as defined in the Original Instrument).

BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared Amanda Adams ("Affiant"), who upon oath did depose and state that the following statements are true and correct and within the personal knowledge of Affiant:

1. My full legal name is Amanda Adams, and I am over the age of eighteen (18) years and qualified to make this Affidavit.

2. I am employed as a Senior Landman of Cinco Energy Management Group, LLC, who is acting on behalf of one or more of the Priority Lien Secured Parties (as defined in the Original Instrument). On or about April 13, 2018 the Original Instrument was executed by the parties thereto, and having reviewed the pertinent documents related to the transaction and the public records associated with the Original Instrument and the relevant documents referenced therein, I have personal knowledge of all facts relevant to the correction of the Original Instrument.

3. I am making this Affidavit as a correction instrument pursuant to the terms of §5.028 of the Texas Property Code, to make the following non-material changes that result from clerical and/or inadvertent errors and/or ambiguities in the Original Instrument:

A. On page 1 of 7 of Exhibit A of the Original Instrument, the legal description for Lease No. T0463045 reads:

T0463045	KOENNING, ROY ALLEN	EOG RESOURCES INC	2/10/2009	2/10/2012	999	837	239874	De Witt	TX

The foregoing legal description for Lease No. T0463045 is hereby changed to read:

T0463045	KOENNING, ROY ALLEN	EOG RESOURCES INC	2/10/2009	2/10/2012	999 434	837 1	239874 89879	Gonzales DeWitt	TX

B. On page 1 of 7 of Exhibit A of the Original Instrument, the legal description for Lease No. T0616002-001 reads:

T0616002-001	BRISCOE RANCH INC.	EDWARD G VAUGHAN	12/1/2005	11/30/2007	329	138	7002	Dimmit	TX

The foregoing legal description for Lease No. T0616002-001 is hereby changed to read:

T0616002-001	BRISCOE RANCH INC.	EDWARD G VAUGHAN	12/1/2005	11/30/2007	329 330 458 460	138 379 515 230	7002 7250 78892 79159	Dimmit Dimmit La Salle La Salle	TX

C. On page 1 of 7 of Exhibit A of the Original Instrument, the legal description for Lease No. T0619007-001 reads:

T0619007-001	EVELYN I METCALF	ANADARKO E&P COMPANY LP	9/23/2010	9/23/2013	402	201	17630	Dimmit	TX

The foregoing legal description for Lease No. T0619007-001 is hereby changed to read:

T0619007-001	EVELYN I METCALF	ANADARKO E&P COMPANY LP	9/23/2010	9/23/2013	415	461	19563	Dimmit	TX

D. On page 2 of 7 of Exhibit A of the Original Instrument, the legal description for Lease No. T0619007-019 reads:

T0619007-019	FRANCES ANN SINCLAIR	ANADARKO E&P COMPANY LP	3/18/2011	3/18/2016	406	736	18414	Dimmit	TX

The foregoing legal description for Lease No. T0619007-001 is hereby changed to read:

T0619007-019	FRANCES ANN SINCLAIR	ANADARKO E&P COMPANY LP	3/18/2011	3/18/2016	504	218	32420	Dimmit	TX

E. On page 6 of 7 of Exhibit A of the Original Instrument, the legal description for Lease No. T0615001 reads:

T0615001	HARRISON INTERESTS, LTD.	P RANCH WORKING INTEREST, LLC	5/12/2010	5/12/2013	2943	294	1072987	Dimmit	TX

The foregoing legal description for Lease No. T0615001 is hereby changed to read:

T0615001	HARRISON INTERESTS, LTD.	P RANCH WORKING INTEREST, LLC	5/12/2010	5/12/2013	2943 386 505	294 510 161	1072987 15055 86051	Webb Dimmit La Salle	TX

F. On page 6 of 7 of Exhibit A of the Original Instrument, the legal description for Lease No. T0474005 reads:

T0474005	HAUSSER, ROBERT JR, ET AL	SEP HOLDINGS II LLC	6/7/2010	6/6/2013	314	128	0126770	Frio	TX

The foregoing legal description for Lease No. T0474005 is hereby changed to read:

T0474005	HAUSSER, ROBERT JR, ET AL	SEP HOLDINGS II LLC	6/7/2010	6/6/2013	314 76	128 625	81407 126770	Zavala Frio	TX

G. On page 6 of 7 of Exhibit A of the Original Instrument, the legal description for Lease No. T0463003 reads:

T0463003	PILGRIM LAKE, LTD.	SEP HOLDINGS II LLC	8/25/2008	8/25/2013	989	143	237576	Gonzales	TX

The foregoing legal description for Lease No. T0463003 is hereby changed to read:

T0463003	PILGRIM LAKE, LTD.	SEP HOLDINGS II LLC	8/25/2008	8/25/2013	989 269	143 759	237576 61055	Gonzales DeWitt	TX

H. On page 7 of 7 of Exhibit A of the Original Instrument, the legal description for Lease No. T0616002-002 reads:

T0616002-002	MOODY FOUNDATION ET AL	EDWARD G VAUGHAN	12/1/2005	11/30/2007	460	233	79160	La Salle	TX

The foregoing legal description for Lease No. T0616002-002 is hereby changed to read:

T0616002-002	MOODY FOUNDATION ET AL	EDWARD G VAUGHAN	12/1/2005	11/30/2007	460 329	233 487	79160 7079	La Salle Dimmit	TX

4. The Original Instrument is hereby corrected and changed to read as described above with each such correction and change being a non-material change to the Original Instrument within the meaning of §5.028 of the Texas Property Code.

5. I have attached to Exhibit I hereto a copy of the Original Instrument with the above-described corrections marked on Exhibit A of the copy.

6. I have given notice of this correction of the Original Instrument by sending a copy of this Correction Affidavit by courier or overnight mail to each party in the Original Instrument in accordance with §5.028(d)(2) of the Texas Property Code.

[Signatures appear on the following page]

AFFIANT

A Adams

(Print Name): Amanda Adams
Senior Landman, Cinco Energy Management Group, LLC

THE STATE OF TEXAS

COUNTY OF HARRIS

This instrument was acknowledged before me on June 26, 2019, by Amanda Adams.

Kathy S. Johnson
Notary Public in and for
The State of Texas

My Commission Expires: 9-20-2020

KATHY S. JOHNSON
Notary Public, State of Texas
Commission Expires 09-20-2020
Notary ID 541563-2

VOL 0266 PG 0058

Exhibit A
[Marked Correction to the Original Instrument]

[Attached]

VOL 0266 PG 0059

STATE OF TEXAS

COUNTIES OF DIMMIT, FRIO, LA SALLE, AND ZAVALA

AMENDED AND RESTATED MORTGAGE, DEED OF TRUST,
SECURITY AGREEMENT, FINANCING STATEMENT
AND ASSIGNMENT OF PRODUCTION
FROM
SN COTULLA ASSETS, LLC
TO
CHARLES R. SALMON, TRUSTEE
FOR THE BENEFIT OF ROYAL BANK OF CANADA, AS COLLATERAL TRUSTEE,
AS MORTGAGEE,

TO BE EFFECTIVE April 13, 2018 (THE "EFFECTIVE DATE")

THIS INSTRUMENT IS, AMONG OTHER THINGS, A FINANCING STATEMENT UNDER THE UNIFORM COMMERCIAL CODE COVERING MINERALS AND THE LIKE (INCLUDING OIL AND GAS), ACCOUNTS RESULTING FROM THE SALE OF MINERALS AND THE LIKE (INCLUDING OIL AND GAS), AS-EXTRACTED COLLATERAL, AND GOODS WHICH ARE, OR ARE TO BECOME, FIXTURES ON THE REAL PROPERTY HEREIN DESCRIBED. THE OIL AND GAS INTERESTS OR ACCOUNTS, INCLUDING AS-EXTRACTED COLLATERAL, INCLUDED IN THE MORTGAGED PROPERTY WILL BE FINANCED AT THE WELLHEADS LOCATED ON THE REAL PROPERTY DESCRIBED IN EXHIBIT A ATTACHED HERETO. THIS INSTRUMENT IS TO BE RECORDED IN THE REAL ESTATE RECORDS OF THE COUNTY RECORDER OF EACH COUNTY IN EACH STATE IN WHICH IS SITUATED ANY OF THE COLLATERAL COVERED HEREBY. THE REAL PROPERTY SUBJECT HERETO IS DESCRIBED IN EXHIBIT A ATTACHED HERETO.

THIS INSTRUMENT CONTAINS AFTER ACQUIRED PROPERTY PROVISIONS.

GRANTOR OWNS A RECORD INTEREST IN THE MORTGAGED PROPERTY.

A POWER OF SALE HAS BEEN GRANTED IN THIS MORTGAGE. A POWER OF SALE MAY ALLOW THE MORTGAGEE TO TAKE THE MORTGAGED PROPERTY AND SELL IT WITHOUT GOING TO COURT IN A FORECLOSURE ACTION UPON DEFAULT BY THE GRANTOR UNDER THIS MORTGAGE.

VOL 0266 PG 0060

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.

RECORDED COUNTERPARTS SHOULD BE RETURNED TO:

Latham & Watkins LLP
811 Main Street, Suite 3700
Houston, Texas 77002
ATTN: Dee Alaniz

STATE OF TEXAS

COUNTIES OF DIMMIT, FRIO, LA SALLE, AND ZAVALA

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AMENDED AND RESTATED MORTGAGE, DEED OF TRUST, SECURITY AGREEMENT, FINANCING STATEMENT AND ASSIGNMENT OF PRODUCTION

This Amended and Restated Mortgage, Deed of Trust, Security Agreement, Financing Statement and Assignment of Production (this "Mortgage") is executed to be effective as of the Effective Date and is from SN Cotulla Assets, LLC, a Texas limited liability company ("Grantor"), whose address is 1000 Main Street, Suite 3000, Houston, Texas 77002, unto Charles R. Salmon, Trustee ("Trustee"), for the benefit of the Mortgagee (defined below), whose address is 2800 Post Oak Blvd., Suite 3900, Houston, Texas, 77056, and is for the benefit of Royal Bank of Canada, as collateral trustee (the "Collateral Trustee") under that certain Collateral Trust Agreement (as defined below) on behalf of all present and future Priority Lien Secured Parties (as defined in the Collateral Trust Agreement) (in such capacity, the "Mortgagee").

WHEREAS, Grantor entered into that certain Mortgage, Deed of Trust, Security Agreement, Financing Statement and Assignment of Production (as amended, amended and restated, supplemented or otherwise modified from time to time prior to the Effective Date, the "Existing Mortgage") more particularly described on Exhibit B attached hereto;

WHEREAS, pursuant to that certain Master Reaffirmation and Assignment and Assumption of Liens and Security Interests, dated as of February 14, 2018, by and among Sanchez Energy Corporation, a Delaware corporation (the "Borrower"), the Grantor, the other grantors party thereto, Royal Bank of Canada, as administrative agent and as collateral agent (the "Credit Agreement Agent"), Delaware Trust Company, as trustee (the "Indenture Trustee"), the Collateral Trustee and the other parties party thereto, the Credit Agreement Agent assigned to the Collateral Trustee all of the liens, including the Existing Mortgage, securing the obligations under that certain Third Amended and Restated Credit Agreement, dated as of February 14,

2018, by and among the Borrower, the lenders party thereto from time to time, and the Credit Agreement Agent, as may be amended, amended and restated, supplemented or otherwise modified from time to time (the "Credit Agreement");

WHEREAS, the Collateral Trustee has agreed to act as collateral trustee on behalf of all present and future Priority Lien Secured Parties (as defined in the Collateral Trust Agreement and as used herein, the "Secured Parties") with respect to the Mortgaged Property (as hereinafter defined) under that certain Collateral Trust Agreement, dated as of February 14, 2018, by and among the Borrower, the Grantor, the other grantors party thereto, the Indenture Trustee, the Collateral Trustee, the Credit Agreement Agent and each other secured party representative party thereto from time to time, as amended, amended and restated, supplemented or otherwise modified from time to time (the "Collateral Trust Agreement"; unless otherwise defined herein, all terms with their initial letter capitalized shall have the meaning given such terms in the Collateral Trust Agreement either directly or by reference to another agreement); and

WHEREAS, the Grantor and the Collateral Trustee desire to amend and restate the terms, conditions and provisions of the Existing Mortgage in their entirety, as set forth in this Mortgage.

NOW, THEREFORE, the parties hereto hereby agree that (i) the liens of the Existing Mortgage are hereby consolidated so that together they shall hereinafter constitute in law but one first mortgage and a single lien, securing the Obligations (as defined below); (ii) solely to the extent not included on Exhibit A attached hereto, any property described in the Existing Mortgages is hereby released, and the Collateral Trustee hereby releases any such property, from the security interest created under the Existing Mortgage and shall not be subject to the security interest created hereby; and (iii) all the terms, conditions, and provisions of the Existing Mortgage (including Exhibit A attached thereto), as so consolidated, are hereby amended and restated in their entirety to read as hereinafter set forth:

NOW, THEREFORE, Grantor, for and in consideration of the sum of $1,000.00 and other good and valuable consideration, in hand paid by Mortgagee, the receipt and adequacy of which are hereby acknowledged and confessed by Grantor, and for and in consideration of the debt and purposes hereinafter set forth, to secure the full and complete payment and performance of the Obligations and to secure the performance of the covenants, obligations, agreements and undertakings of Grantor hereinafter described, has MORTGAGED, GRANTED, BARGAINED, SOLD, PLEDGED, ASSIGNED, CONVEYED, TRANSFERRED and SET OVER and by these presents does hereby MORTGAGE, GRANT, BARGAIN, SELL, PLEDGE, ASSIGN, CONVEY, TRANSFER and SET OVER unto Trustee and Trustee's substitutes or successors, and his and their assigns, for the benefit of the Mortgagee, all of Grantor's right, title and interest in and to the following items of real and personal property and interests, whether now owned or hereafter acquired by Grantor under applicable Law (as defined below) or in equity (collectively, the "Mortgaged Property"), the inclusion of certain specific types and items of property and interests in one or more of the following paragraphs is not intended in any way to limit the effect of the more general descriptions:

A. All those certain oil, gas and mineral leases and the estates created thereby, royalty interests, overriding royalty interests, production payments, net profits interests, fee interests, carried interests, reversionary interests and all other rights, titles, interests or estates

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described on Exhibit A attached hereto and made a part hereof, whether such rights, titles, interests or estates are completely and accurately described therein or not (all of which rights, titles, interests and estates described in this Paragraph A are hereinafter, together with the rights, title, interests and estates described in the following Paragraph B, collectively referred to as the "Subject Interests"). The terms "oil, gas and mineral leases" and "leases", as used in this instrument and in Exhibit A, each includes, in addition to oil, gas and mineral leases, oil and gas leases, oil, gas and sulphur leases, other mineral leases, co-lessor's agreements and extensions, amendments, ratifications and subleases of all or any of the foregoing, all as may be appropriate.

B. All present and future rights, titles, interests and estates in and to present and future drilling, spacing, proration or production units, as created by the terms of any unitization, communitization and pooling agreements, and all properties, property rights and estates created thereby which include, belong or appertain to the Subject Interests, including, without limitation, all such units formed voluntarily or under or pursuant to any Law (as defined below) relating to any of the Subject Interests (all of which rights, titles, interests and estates described in this Paragraph B are hereinafter included within the term "Subject Interests"). As used herein, the term "Law" or "Laws" means all applicable statutes, laws, ordinances, regulations, orders, writs, injunctions, or decrees of any state, commonwealth, nation, territory, possession, county, township, parish, municipality, or Tribunal, and the term "Tribunal" means any court or governmental department, commission, board, bureau, agency, or instrumentality of the United States or of any state, commonwealth, nation, territory, possession, county, parish, or municipality, whether now or hereafter constituted or existing.

C. All present and future oil, gas, casinghead gas, condensate, drip gasoline, natural gasoline, distillate, all other liquid or gaseous hydrocarbons produced or to be produced in conjunction with the Subject Interests, all products, by-products and all other substances derived therefrom or the processing thereof; and all other similar minerals now or hereafter accruing to, attributable to, or produced from, the Subject Interests or to which Grantor now or hereafter may be entitled as a result of, or by virtue of, Grantor's ownership of the Subject Interests (collectively, "Hydrocarbons").

D. All present and future sulphur, lignite, coal, uranium, thorium, iron, geothermal steam, water, carbon dioxide, helium and all other minerals, ores or substances of value (whether similar to the foregoing or not) attributable to, or produced from, the Subject Interests, and the products and proceeds therefrom, including, without limitation, all gas resulting from the in-situ combustion of coal or lignite now or hereafter accruing to, attributable to or produced from the Subject Interests or to which Grantor now or hereafter may be entitled as a result of or by virtue of Grantor's ownership of the Subject Interests (collectively, "Other Minerals").

E. All present and future oil and gas wells, disposal and injection wells, rigs, platforms, improvements, fixtures, machinery, pipe and other equipment, inventory and articles of personal property, now owned or hereafter acquired by Grantor found in, on, or under any of the Subject Interests, including, without limitation, connection apparatus and flow lines from wells to tanks, wells, pipelines, gathering lines, trunk lines, lateral lines, flow lines, compressor, dehydration and pumping equipment, pumping plants, gas plants, processing plants, pumps, dehydration units, separators, heater treaters, valves, gauges, meters, derricks, rig substructures, buildings, tanks, reservoirs, tubing, rods, liquid extractors, engines, boilers, tools, appliances,

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cables, wires, tubular goods, machinery, supplies and any and all other equipment, inventory and articles of personal property of any kind or character whatsoever appurtenant to, or used or held for use in connection with, the production of Hydrocarbons or Other Minerals from the Subject Interests, or now or hereafter located on any of the lands (the "Lands") encumbered by any of the Subject Interests, or used on or about the Lands in connection with the operations thereon, together with all present and future improvements or products of; accessions, attachments and other additions to, tools, parts and equipment used in connection with, and substitutes and replacements for, all or any part of the foregoing (all of the types or items of property and interests described in this Paragraph E are hereinafter collectively referred to as the "Personal Property and Fixtures").

F. All present and future rights, titles, interests and estates now owned or hereafter acquired by Grantor (including, without limitation, all rights to receive payments) under or by virtue of all easements, permits, licenses, rights-of-way, surface leases, franchises, servitudes, division orders, transfer orders and other agreements relating or pertaining to purchasing, exchanging, exploring for, developing, operating, treating, processing, storing, marketing or transporting Hydrocarbons now or hereafter found in, on or under, or produced from, any of the Subject Interests, or under or by virtue of any contract relating in any way to all or any part of the Mortgaged Property otherwise described herein, including, without limitation, farmout contracts, farmin contracts, operating or joint operating agreements, trade letter agreements and all agreements creating rights-of-way for ingress and egress to and from the Subject Interests (all of such rights, titles, interests and estates referred to or described in this Paragraph F are hereinafter collectively referred to as the "Subject Contracts").

G. All present and future accounts (including, but not limited to, all open accounts receivable and accounts receivable arising under or pursuant to any joint operating agreements, division orders or other agreements, documents or instruments relating to any of the Subject Interests), general intangibles, chattel paper, documents, instruments, cash and noncash proceeds, in each case, accruing or attributable to the Subject Interests or to which Grantor now or hereafter may be entitled as a result of or by virtue of Grantor's ownership of the Subject Interests, together with all other rights arising from or by virtue of, or from the voluntary or involuntary sale or other disposition of, or collections with respect to, or insurance proceeds payable with respect to, or proceeds payable by virtue of warranty or other claims against manufacturers of, or claims against any other Person with respect to, all or any part of the Mortgaged Property described in this Paragraph G (all of which types and items of property and interests described in this Paragraph G are hereinafter collectively referred to as the "Accounts").

H. All present and future tenements, hereditaments, appurtenances, profits and properties in anywise appertaining, belonging, affixed or incidental to, or used or useful in connection with, all or any part of the Mortgaged Property otherwise described herein, including without limitation, all reversions, remainders, carried interests, tolls, rents, revenues, issues, proceeds, earnings, income, products, profits, deposits, easements, permits, licenses, servitudes, surface leases, rights-of-way and franchises relating to all or any part of the Mortgaged Property.

I. All present and future lease records, well records, production records and accounting and other records and files which relate to all or any part of the Mortgaged Property otherwise described herein, and all maps, data bases, manuals, information and data which relate

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to any of the foregoing, including without limitation engineering, geological, geophysical and seismic data and any interpretations of any of the foregoing, except any and all items to which assignments are prohibited by Persons other than Affiliates of Grantor or which are subject to confidentiality provisions in favor of Persons who are not Affiliates of Grantor.

J. All other interests of every kind and character which Grantor now has or at any time hereafter acquires in the items of property and interests described in Paragraphs A, B, C, D, E, F, G, H and I preceding and the Proceeds and products of all of the foregoing, whether now owned or hereafter acquired to the extent assignable.

To further secure the full and complete payment and performance of the Obligations, Grantor hereby grants to Mortgagee and Mortgagee's successors in title and assigns a first and prior security interest in and to all of the Grantor's right, title, and interest in and to the following types and items of property and interests (all of which are included within the term "Mortgaged Property"): (a) all present and future Personal Property and Fixtures, Subject Contracts and Accounts; (b) all present and future Hydrocarbons, Other Minerals and as-extracted collateral insofar as the same accrue to, attribute to or are produced from the Subject Interests and consist of minerals or the like (including oil and gas), as defined in and subject to the Uniform Commercial Code as enacted, amended and in effect in each jurisdiction in which any of the Mortgaged Property is situated (the "UCC"), and for which the creation and perfection of a security interest or lien therein is governed by the provisions of the UCC; (c) all present and future Mortgaged Property consisting of accounts, contract rights, general intangibles, chattel paper, documents, instruments, inventory, equipment, fixtures and other goods and articles of personal property of any kind or character defined in and subject to the UCC; (d) all present and future increases, profits, combinations, reclassifications, improvements and products of, accessions, attachments and other additions to, tools, parts and equipment used in connection with, and substitutes and replacements for, all or any part of the Mortgaged Property described in this or any other clause of this paragraph; (e) all present and future accounts (including, but not limited to, all open accounts receivable and accounts receivable arising under or pursuant to any joint operating agreements, division orders or other agreements, documents or instruments relating to any of the Subject Interests), contract rights, general intangibles, chattel paper, documents, instruments, cash and noncash proceeds, in each case, accruing or attributable to the Subject Interests or to which Grantor now or hereafter may be entitled as a result of or by virtue of Grantor's ownership of the Subject Interests, together with all other rights arising from or by virtue of, or from the voluntary or involuntary sale or other disposition of, or collections with respect to, or insurance proceeds payable with respect to, or proceeds payable by virtue of warranty or other claims against manufacturers of, or claims against any other Person with respect to all or any part of the Hydrocarbons or the Other Minerals attributable to, or produced from the Subject Interests or the Mortgaged Property described in this or any other clause of this paragraph; and (f) all present and future security for the payment to Grantor of any of the Mortgaged Property described in this or any other clause of this paragraph and goods which gave or will give rise to any of such Mortgaged Property or are evidenced, identified, or represented therein or thereby; provided that, nothing in this paragraph shall be deemed to permit any action prohibited by this instrument or by terms incorporated in this instrument.

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Upon the occurrence and continuance of a Priority Lien Debt Default, and subject to the Collateral Trust Agreement, Mortgagee and Mortgagee's successors in title and assigns are now and shall be entitled to all of the rights, remedies, powers, privileges and benefits (hereinafter collectively referred to as "Rights") afforded a secured party by the UCC with reference to the Mortgaged Property in which Mortgagee has been granted a security interest herein, or Trustee or Mortgagee may proceed as to all or any part of the Mortgaged Property, whether real or personal property, in accordance with the Rights granted under this instrument in respect of the real property covered hereby, the Rights under this paragraph being cumulative of and in addition to, those granted Trustee or Mortgagee under any other provision of this instrument or under any other instrument executed in connection with or as security for the Obligations.

To the extent that any of the Mortgaged Property is not subject to the UCC, Grantor hereby assigns to Mortgagee and Mortgagee's successors in title and assigns all of Grantor's rights, titles and interests in and to the Mortgaged Property to secure the full and complete payment and performance of the Obligations.

TO HAVE AND TO HOLD the Mortgaged Property, together with all and singular the rights, privileges, contracts, hereditaments and appurtenances now or hereafter, at any time before the foreclosure or release hereof, in anywise appertaining or belonging thereto, unto Trustee and Trustee's successors or substitutes, for the uses and purposes hereinafter set forth, forever. Grantor hereby binds and obligates Grantor and Grantor's successor in title and permitted assigns to warrant and forever defend, all and singular, the Mortgaged Property unto Trustee and Trustee's successors or substitutes, against the lawful claims of any and all Persons whomsoever claiming or to claim the same or any part thereof.

Notwithstanding any provision in this Mortgage or any other agreement or instrument to the contrary, the Grantor does not grant any security interest or lien hereunder in, and the terms "Mortgaged Property", "Personal Property and Fixtures", "Subject Contracts", "Accounts", "Hydrocarbons", and "Other Minerals" shall not include, any Excluded Asset (as defined in that certain Second Amended and Restated Security and Pledge Agreement, dated as of February 14, 2018, among the Borrower, the guarantors party thereto from time to time and the Collateral Trustee, as amended, amended and restated, supplemented or otherwise modified from time to time).

Notwithstanding any provision in this Mortgage or any other agreement or instrument to the contrary, no Excluded Structure (defined below) shall secure any Obligations (defined below) consisting of Indebtedness (as defined in the Collateral Trust Agreement) owing pursuant to the Senior Credit Facility (as defined in the Collateral Trust Agreement) or any Refinancing Credit Facility.

For the purposes of this Mortgage, "Excluded Structure" shall mean, collectively, any Building (as defined in the applicable Flood Insurance Regulation) or Manufactured (Mobile) Home (as defined in the applicable Flood Insurance Regulation) located on the real property described on Exhibit "A" attached hereto.

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For the purposes of this Mortgage, "Flood Insurance Regulations" shall mean (i) the National Flood Insurance Act of 1968 as now or hereafter in effect or any successor statute thereto, (ii) the Flood Disaster Protection Act of 1973 as now or hereafter in effect or any successor statue thereto, (iii) the National Flood Insurance Reform Act of 1994 (amending 42 USC 4001, et seq.), as the same may be amended or recodified from time to time, and (iv) the Flood Insurance Reform Act of 2004 and any regulations promulgated thereunder.

The covenants and promises of this instrument shall be covenants running with the land, and each and every subsequent owner of any part of the Mortgaged Property covenants and agrees that such owner will perform, observe, and comply with each and every covenant and condition hereof. Grantor may not, without the prior written consent of Mortgagee, assign any Rights, duties or obligations hereunder.

SECTION 1. THE OBLIGATIONS.

This instrument and all Rights, titles, interests and Liens created hereby or arising by virtue hereof are given to secure payment and performance of the Priority Lien Obligations (as defined in the Collateral Trust Agreement, the "Obligations").

Notwithstanding any provision in this Mortgage to the contrary, (i) in no event is any Excluded Swap Obligation (as defined in the Credit Agreement) included in the definition of "Obligations" and (ii) this Mortgage is subject in all respects to the provisions of Section 12.22(b) of the Credit Agreement regarding Excluded Swap Obligations.

SECTION 2. REPRESENTATIONS, WARRANTIES AND COVENANTS.

2.1. Grantor represents and warrants to Mortgagee and to Trustee as follows as of the Effective Date:

(a) The representations and warranties set forth in each Priority Lien Document pertaining to Grantor are incorporated herein by reference as if set forth herein and each such representation and warranty is true and correct.

(b) (i) Grantor has good and defensible title to the Subject Interests (to the extent of the undivided interests specified on Exhibit A), good and defensible title to the Subject Contracts, and good title to all personal Properties that are Mortgaged Property, in each case, free and clear of all Liens except Permitted Liens; (ii) all rentals, royalties and other amounts due and payable by Grantor in respect thereof (and, to the best of Grantor's knowledge without independent investigation, all rentals, royalties and other amounts due and payable by third parties in respect thereof) have been duly paid or provided for, in each case except (Y) for amounts that are being contested in good faith by appropriate proceedings and for which Grantor has set aside on its books adequate reserves in accordance with GAAP (as defined in the Credit Agreement) or (Z) to the extent that the failure to pay or provide therefor could not reasonably be expected to result in a Material Adverse Effect (as defined in the Credit Agreement); and (iii) all leases or subleases comprising a part of the Subject Interests or the Subject Contracts are

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in full force and effect (except to the extent that the failure thereof to be in full force and effect could not reasonably be expected to result in a Material Adverse Effect).

2.2. Grantor, for Grantor and Grantor's successors and permitted assigns, covenants and agrees with Mortgagee to perform and observe each and all of the covenants and agreements of Grantor set forth in the Priority Lien Documents, subject to any applicable grace periods provided in each Priority Lien Document (and any waiver, consent, cure or amendment under any such Priority Lien Document shall automatically constitute a corresponding waiver, consent, cure or amendment hereunder).

SECTION 3. DEFAULTS AND REMEDIES.

3.1. Upon the occurrence and during the continuance of a Priority Lien Debt Default, subject to and in accordance with the applicable provisions of the Collateral Trust Agreement, and to any mandatory requirements or limitations of applicable Law then in force, Mortgagee may do, or may direct Trustee to do, any one or more of the following:

(a) If Grantor has failed to keep or perform any covenant whatsoever contained in any Priority Lien Document, Mortgagee may, at its option, perform or attempt to perform such covenant. Any payment made or expense incurred in the performance or attempted performance of any such covenant shall be a part of the Obligations, and Grantor promises, upon demand, to pay to Mortgagee, at such place as Mortgagee may direct by written notice, all sums so advanced or paid by Mortgagee, with interest at the rate of eight and one-quarter percent per annum (8¼%) (the "Default Rate") from the date when paid or incurred by Mortgagee. No such payment by Mortgagee shall constitute a waiver of any Priority Lien Debt Default. In addition to the Liens hereof, Mortgagee shall be subrogated to all Rights and Liens securing the payment of any debt, claim, Tax (as defined in the Credit Agreement) or assessment for the payment of which Mortgagee may make an advance, or which Mortgagee may pay.

(b) Mortgagee may, without notice, demand, notice of intent to accelerate or protest, notice of acceleration or notice of protest, all of which are hereby expressly waived by Grantor and all other parties obligated in any manner whatsoever on the Obligations, declare the entire unpaid balance of the Obligations, or any part thereof, immediately due and payable, and upon such declaration, the Obligations so declared to be due and payable shall be immediately due and payable, and the Liens hereof shall then be subject to foreclosure in accordance with applicable Law.

(c) A POWER OF SALE HAS BEEN GRANTED IN THIS MORTGAGE. A POWER OF SALE MAY ALLOW THE MORTGAGEE OR TRUSTEE TO TAKE THE MORTGAGED PROPERTY AND SELL IT WITHOUT GOING TO COURT IN A FORECLOSURE ACTION UPON DEFAULT BY THE GRANTOR UNDER THIS MORTGAGE.

Mortgagee may, where permitted by Law, request Trustee to proceed with foreclosure, and in such event Trustee is hereby authorized and empowered, and it shall be his special duty, upon such request of Mortgagee, and to the extent permitted by applicable Law, to

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sell all or any part of the Mortgaged Property at one or more sales, as an entirety or in parcels, at such place or places and otherwise in such manner and upon such notice as may be required by applicable Law, or, in the absence of any such requirement, as Trustee or Mortgagee may deem appropriate, and to make conveyance to the purchaser or purchasers thereof. Any such sale shall be made to the highest bidder or bidders, at the courthouse door of the county wherein the Mortgaged Property is situated; provided that, if the Mortgaged Property is situated in more than one county, such sales of the Mortgaged Property, or part thereof, may be made in any county wherein any part of the Mortgaged Property is situated. Any such sale shall be made at public outcry; between the hours of ten o'clock a.m. and four o'clock p.m. on the first Tuesday in any month, after having given notice of such sale by posting, or causing to be posted, written or printed notice at the courthouse door in the county, or if more than one, then in each of the counties, where the Subject Interests then subject to the Liens of this instrument are situated, which notice shall designate the county where the Mortgaged Property (or the part thereof to be sold) will be sold, and which notice shall be posted for at least three consecutive weeks before the day of sale, and Mortgagee shall, at least 21 calendar days preceding the date of sale, serve written notice of the proposed sale by certified mail on Grantor or other Person obligated to pay the Obligation according to the records of Mortgagee. If the applicable Law in force as of the Effective Date hereof should hereafter be amended to require a different notice of sale applicable to sales of property of the nature of the Mortgaged Property under powers of sale conferred by deeds of trust, Trustee may, in his sole discretion, to the extent permitted by applicable Law, give either the notice of sale required by applicable Law in effect on the Effective Date or the notice of sale prescribed by the amended Law and nothing herein shall be deemed to require Mortgagee or Trustee to do, and Mortgagee and Trustee shall not be required to do, any act other than as required by applicable Law in effect at the time of any such sale. After such sale, Trustee shall make to the purchaser or purchasers thereunder good and sufficient deeds, assignments or bills of sale in the name of Grantor, conveying or transferring the Mortgaged Property, or any part thereof, so sold to the purchaser or purchasers containing such warranties of title as are customarily given, which warranties shall be binding upon Grantor.

Sale of a part of the Mortgaged Property shall not exhaust the power of sale, but sales may be made from time to time until the Obligations are paid and performed in full. It shall not be necessary to have present or to exhibit at any such sale any of the Personal Property and Fixtures. In addition to the Rights and other powers of sale granted under the preceding provisions of this Section 3.1(c), upon the occurrence and during the continuation of any Priority Lien Debt Default, Mortgagee may, subject to, and in accordance with, the applicable provisions of the Collateral Trust Agreement, at its option, at once or at any time thereafter while any matured installment remains unpaid, without declaring the entire Obligations to be due and payable, orally or in writing, enforce, or direct Trustee to enforce (as provided by applicable Law), the Liens created by this instrument and sell the Mortgaged Property subject to such matured indebtedness and the Liens securing its payment, in the same manner, on the same terms, at the same place and time and after having given notice in the same manner, all as provided in the preceding provisions of this Section 3.1(c). After such sale, Mortgagee or Trustee (as

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provided by applicable Law) shall make due conveyance to the purchaser or purchasers. Sales made without maturing the Obligations may be made hereunder whenever there is a Priority Lien Debt Default in the payment of any installment of the Obligations without exhausting the power of sale granted hereby and without affecting in any way the power of sale granted under this Section 3.1(c), the unmatured balance of the Obligations (except as to any proceeds of any sale which Mortgagee may apply as prepayment of the Obligations), or the Liens securing payment of the Obligations. The sale or sales of less than the whole of the Mortgaged Property shall not exhaust the power of sale herein granted, and Mortgagee or Trustee (as provided by applicable Law) is specifically empowered to make successive sale or sales under such power until the whole of the Mortgaged Property shall be sold. It is intended by each of the foregoing provisions of this Section 3.1(c) that Mortgagee may, or if applicable, Trustee may, after any request or direction by Mortgagee, sell not only the Subject Interests but also all other items constituting a part of the Mortgaged Property along with the Subject Interests, or any part thereof, all as a unit and as a part of a single sale, or may sell any part of the Mortgaged Property separately from the remainder of the Mortgaged Property. If the proceeds of such sale or sales of less than the whole of such Mortgaged Property shall be less than the aggregate of the Obligations, including the expense of enforcing the trust created by this instrument, the Liens of this instrument shall remain in full force and effect as to the unsold portion of the Mortgaged Property just as though no sale or sales of less than the whole of the Mortgaged Property had occurred, but Mortgagee shall have the right, at its sole election, to sell, or as applicable, request Trustee to sell, less than the whole of the Mortgaged Property. In the event any questions should be raised as to the regularity or validity of any sale hereunder, Mortgagee or Trustee (as provided by applicable Law) shall have the right and is hereby authorized to make resale of said property so as to remove any questions or doubt as to the regularity or validity of the previous sale, and as many resales may be made as may be appropriate. It is agreed that, in any deed or deeds given by Mortgagee or Trustee (as provided by applicable Law), any and all statements of fact or other recitals therein made as to the identity of Mortgagee, or as to the occurrence or existence of any Priority Lien Debt Default, or as to the request to sell, notice of sale, time, place, terms, and manner of sale, and receipt, distribution, and application of the money realized therefrom, or as to the due and proper appointment of a substitute Trustee, and, without being limited by the foregoing, as to any other act or thing having been duly done by Mortgagee or by Trustee, shall be taken by all Tribunals as prima facie evidence that the said statements or recitals are true and correct and are without further question to be so accepted, and Grantor does hereby ratify and confirm any and all acts that Trustee may lawfully do in the premises by virtue hereof. In the event of the resignation or death of Trustee or his removal from his county of residence stated on the first page hereof, or his failure, refusal, or inability, for any reason, to make any such sale or to perform any of the trusts herein declared, or, at the option of Mortgagee, without cause, Mortgagee may appoint, in writing, a substitute trustee, who shall thereupon succeed to all the estates, titles, rights, powers, and trusts herein granted to and vested in Trustee. If Mortgagee is a national banking association, regulated bank or financial institution or a corporation, such appointment may be made on behalf of such Mortgagee by any person who is then the president, or any vice-president, or the cashier or secretary, or any other authorized officer or agent of Mortgagee. In the event of the

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resignation or death of any such substitute trustee, or his failure, refusal, or inability to make such sale or perform such trusts, or, at the option, of Mortgagee, without cause, Mortgagee may appoint successive substitute trustees from time to time in the same manner. Wherever herein the word "Trustee" is used, the same shall mean the person who is the duly appointed Trustee or substitute Trustee hereunder at the time in question. If at any time or times Mortgagee shall deem it necessary or prudent so to do, subject to the Collateral Trust Agreement, Mortgagee shall have the power, by an instrument executed by Mortgagee to appoint one or more persons either to act as separate trustee or trustees or co-trustee or co-trustees jointly with Trustee, of all or any specified part of the Mortgaged Property; and the person or persons so appointed shall be such separate trustee or co-trustee or co-trustees with such rights and remedies as shall be specified in such instrument to be executed as aforesaid, to the extent not prohibited by Law. Any such separate or co-trustee may resign or be removed in the same manner as can Trustee. Trustee and any separate or co-trustees shall have no responsibility for the acts and omissions of each other.

(d) Mortgagee may, or Trustee may upon written request of Mortgagee, in lieu of or in addition to exercising the power of sale provided for in Section 3.1(c) hereof proceed by suit or suits, at Law or in equity, to enforce the payment and performance of the Obligations in accordance with the terms hereof, and of the other Priority Lien Documents evidencing it, to foreclose the Liens and this instrument as against all, or any part of the Mortgaged Property, and to have all or any part of the Mortgaged Property sold under the judgment or decree of a court of competent jurisdiction.

(e) Mortgagee may (without notification, if permitted by applicable Law) enter upon the Mortgaged Property, take possession of the Mortgaged Property, and remove the Personal Property and Fixtures, or any part thereof, with or without judicial process, and, in connection therewith, without any responsibility or liability on the part of Mortgagee, take possession of any property located on or in the Mortgaged Property which is not a part of the Mortgaged Property and hold or store such property at Grantor's expense. If necessary to obtain the possession provided for in this Section 3.1(e), Mortgagee or Trustee may undertake any and all remedies to dispossess Grantor, including, specifically, one or more actions for forcible entry and detainer, trespass to try title and restitution.

(f) Mortgagee may require Grantor to assemble the Personal Property and Fixtures and any other items of the Mortgaged Property, or any part thereof, and make it available to Mortgagee at a place to be designated by Mortgagee which is reasonably convenient to Grantor and Mortgagee.

(g) Mortgagee may surrender the insurance policies maintained pursuant to the Priority Lien Documents, or any part thereof, and receive and apply the unearned premiums as a credit on the Obligations, and, in connection therewith, Grantor hereby appoints Mortgagee as the agent and attorney-in-fact for Grantor (with full powers of substitution) to collect such premiums, which power of attorney shall be deemed to be a power coupled with an interest and therefore irrevocable until the release of the Liens evidenced by this instrument.

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(h) Mortgagee may retain the Personal Property and Fixtures and any other items of the Mortgaged Property, or any part thereof, in satisfaction of the Obligations whenever the circumstances are such that Mortgagee is entitled to do so under the UCC.

(i) Mortgagee shall have the right to become the purchaser at any sale of the Mortgaged Property held by Trustee or by any court, receiver or public officer, and Mortgagee shall have the right to credit upon the amount of the bid made therefor, the amount payable out of the net proceeds of such sale to Mortgagee. Recitals contained in any conveyance made to any purchaser at any sale made hereunder shall conclusively establish the truth and accuracy of the matters therein stated, including without limiting the generality of the foregoing, nonpayment of the unpaid principal sum of, interest accrued on, and fees payable in respect of, the Obligations after the same has become due and payable, and advertisement and conduct of such sale in the manner provided herein or appointment of any successor Trustee hereunder.

(j) Mortgagee may buy the Personal Property and Fixtures and any other items of the Mortgaged Property, or any part thereof, at any private disposition if the Mortgaged Property or the Personal Property and Fixtures, or the part thereof being disposed of, is a type customarily sold in a recognized market or a type which is the subject of widely distributed standard price quotations.

(k) Mortgagee shall have and may exercise any and all other Rights which Mortgagee may have under the UCC, by virtue of the Priority Lien Documents at Law, in equity or otherwise.

(l) Notwithstanding Sections 51.003, 51.004, and 51.005 of the Texas Property Code, if and to the extent applicable, or any other statute requiring otherwise, and to the extent permitted by Law, Grantor agrees that in the event an interest in any of the Mortgaged Property is foreclosed upon pursuant to a judicial or nonjudicial foreclosure sale, Mortgagee shall be entitled to seek a deficiency judgment from Grantor and any other party obligated on the secured indebtedness equal to the difference between the amount owing on the secured indebtedness and the amount for which the mortgaged property was sold pursuant to judicial or nonjudicial foreclosure sale. Grantor expressly recognizes that this section constitutes a waiver of applicable statutes which would otherwise permit Grantor and other persons against whom recovery of deficiencies is sought or guarantor independently (even absent the initiation of deficiency proceedings against them) to present competent evidence of the fair market value of the Mortgaged Property as of the date of the foreclosure sale and offset against any deficiency the amount by which the foreclosure sale price is determined to be less than such fair market value. Grantor further recognizes and agrees that this waiver creates an irrebuttable presumption that the foreclosure sale price is equal to the fair market value of the Mortgaged Property for purposes of calculating deficiencies owed by Grantor, any guarantor, and others against whom recovery of a deficiency is sought.

(m) Grantor agrees that, in the event of any "transfer" of the Mortgaged Property without the prior written consent of Mortgagee, except any transfer permitted under the provisions of the Priority Lien Documents, Mortgagee has the absolute right at

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its option, without prior demand or notice, to declare all sums secured by this Mortgage immediately due and payable. Consent to one such transaction will not be deemed to be a waiver of the right to require consent to future or successive transactions. Mortgagee may grant or deny such consent in its sole discretion and, if consent is given, any such transfer will be subject to this Mortgage, and any such transferee shall assume all obligations hereunder and agree to be bound by all provisions contained herein. Such assumption will not, however, release Grantor or any other maker or guarantor of the Obligations from any liability thereunder without the prior written consent of Mortgagee. As used herein, "transfer" includes the direct or indirect sale, agreement to sell, transfer, conveyance, pledge, collateral assignment or hypothecation of the Mortgaged Property, other than easements, leases, licenses, and similar transfers which do not materially impair the value of the Mortgaged Property, or any portion thereof or interest therein, whether voluntary, involuntary, by operation of Law or otherwise.

3.2. If Mortgagee is the purchaser of the Mortgaged Property, or any part thereof, at any sale thereof, whether such sale be under the power of sale hereinabove vested in Trustee, or upon any other foreclosure of the Liens hereof, or otherwise, Mortgagee shall, upon any such purchase, acquire good and marketable title to the Mortgaged Property so purchased, free of the Liens of these presents.

3.3. Should any part of the Mortgaged Property come into the possession of Trustee or Mortgagee, whether before or after a Priority Lien Debt Default, Trustee or Mortgagee may use or operate the Mortgaged Property for the purpose of preserving its value, pursuant to the order of a Tribunal, or pursuant to the Rights which Grantor has with respect to the management, protection, preservation and operation of the Mortgaged Property, or in accordance with any other Rights held by Trustee or Mortgagee in respect of the Mortgaged Property. Such operations may be conducted through any contract operator or other Person designated by Trustee or Mortgagee. Grantor covenants promptly to reimburse and pay to Trustee or Mortgagee, at the place as may be designated by Trustee or Mortgagee in writing, the amount of all reasonable expenses (including the cost of any insurance, Taxes, additional drilling and reworking, whether successful or unsuccessful, or other charges) incurred by Mortgagee in connection with its custody, preservation, use or operation of the Mortgaged Property, together with interest thereon from the date incurred by Mortgagee at the Default Rate, and all such expenses, costs, Taxes, interests and other charges shall be a part of the Obligations. It is agreed, however, that the risk of accidental loss or damage to the Mortgaged Property is on Grantor, and Mortgagee shall have no liability whatsoever for decline or diminution in value of the Mortgaged Property, nor for failure to obtain or maintain insurance, nor for failure to determine whether any insurance ever in force is adequate as to amount or as to the risks insured.

3.4. In case the Liens hereof shall be foreclosed by exercise of the above powers of sale, or by other judicial or non-judicial action, the purchaser at any such sale shall receive, as an incident to such purchaser's ownership, immediate possession of the Mortgaged Property, or any part thereof sold to such purchaser, and, subsequent to foreclosure, Grantor shall be considered a tenant at sufferance of the purchaser at the foreclosure sale, and any Person occupying the Mortgaged Property, or portion thereof so sold, after demand has been made for possession thereof, shall be guilty of forcible detainer and shall be subject to eviction and removal, forcible

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or otherwise, with or without process of Law, and all damages by reason thereof are hereby expressly waived.

3.5. Subject to, and in accordance with, the applicable provisions of the Collateral Trust Agreement, the proceeds from any sale or other disposition made pursuant to this Section 3 or sums received pursuant to Section 5.5 hereof shall be applied by Trustee or by Mortgagee, as the case may be, as provided in Section 3.4 of the Collateral Trust Agreement; provided the application of such proceeds shall be subject in all respects to the provisions of the last sentence of Section 10.02(c) of the Credit Agreement regarding Excluded Swap Obligations, to the extent at the time of such application there exists any Excluded Swap Obligations, regardless of whether the Credit Agreement is then in effect unless the Credit Agreement has been replaced by a Refinancing Credit Facility.

3.6. In the event a foreclosure hereunder is commenced by Trustee in accordance with Section 3.1(c), Mortgagee may at any time before the sale direct Trustee to abandon the sale, and may then institute suit for the collection of the Obligations, or for the foreclosure of the Liens hereof. If Mortgagee should institute a suit for the collection of the Obligations, or for foreclosure of the Liens hereof, it may at any time before the entry of a final judgment in said suit, dismiss the same, and require Trustee to sell the Mortgaged Property, or any part thereof, in accordance with the provisions of this instrument.

3.7. All Rights available to Mortgagee and Trustee hereunder are cumulative of and in addition to all of the Rights granted to Mortgagee or Trustee at Law or in equity, or under the Priority Lien Documents.

SECTION 4. ASSIGNMENT OF PRODUCTION.

4.1. Grantor does hereby GRANT, SELL, ASSIGN, CONVEY, TRANSFER and SET OVER unto Mortgagee, its successors in title and assigns, and grant to Mortgagee, its successors in title and assigns, all of the following:

(a) All Hydrocarbons and Other Minerals and all as-extracted collateral, and the proceeds from the Subject Interests, and products obtained or processed therefrom, and proceeds therefrom;

(b) All amounts, or proceeds hereafter payable to, or to become payable to, Grantor or to which Grantor is entitled pursuant to all Subject Contracts now or hereafter relating to any part of the Subject Interests; and

(c) All amounts, sums, monies, revenues and income which become payable to Grantor from, or with respect to, all of the Mortgaged Property or pursuant to any Subject Contract, present or future, now or hereafter constituting a part of the Mortgaged Properties.

TO HAVE and TO HOLD the foregoing unto Mortgagee, its successors in title and assigns, forever, subject however, to the terms and provisions of this instrument. Until such time as a Priority Lien Debt Default has occurred and is continuing, Mortgagee hereby grants to

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Grantor a license to sell such production described above and receive the production Proceeds (defined below), which license shall automatically terminate upon the occurrence of a Priority Lien Debt Default and for so long as the same continues.

4.2. Subject to, and in accordance with, the applicable provisions of the Collateral Trust Agreement, Grantor hereby authorizes and empowers Mortgagee to demand, collect, receive and receipt for the "Proceeds" (defined herein to mean all production, proceeds and payments assigned hereunder, as described in Section 4.1 hereof), and to endorse and cash any checks and drafts payable to Grantor, or to Mortgagee for the account of Grantor, received in connection with the Proceeds. Grantor hereby appoints Mortgagee as the appointed agent and attorney-in-fact of Grantor, for the purpose of executing any "Receipt" (defined herein to mean any transfer order, payment order, division order, receipt, release or other instrument) that Mortgagee deems necessary in order for Mortgagee to demand, collect, receive and receipt for the Proceeds. In addition, Grantor agrees that upon Mortgagee's request, Grantor shall promptly execute and deliver to Mortgagee such Receipts as Mortgagee may deem necessary, convenient or appropriate in connection with the payment and delivery directly to Mortgagee of all Proceeds. Grantor hereby authorizes and directs all "Purchasers" (defined herein to mean all pipeline companies, purchasers, transporters, any other Person now or hereafter purchasing Hydrocarbons, or any part thereof, or now or hereafter having in their possession or control any Proceeds from or allocated to the Subject Interests, or any part thereof, or now or hereafter otherwise owing monies to Grantor under the Subject Contracts herein assigned), or operators under applicable joint operating agreements to pay or deliver such Proceeds as provided in the Priority Lien Documents or in such other manner as Mortgagee may direct to the Purchasers in writing, and this authorization shall continue until this instrument is released. All Receipts may be relied upon in all respects by Purchasers, and the same shall be binding upon Grantor. No Purchaser shall have any responsibility to see to the application of the assignment herein contained and each Purchaser shall be released hereby from any and all liability to Grantor to the full extent and amount of all Proceeds so paid or delivered. Grantor agrees to indemnify and hold harmless each Purchaser against any and all liabilities, actions, claims, judgments, costs, charges, costs of investigation and attorneys' fees resulting from the paying for or delivery of any such Proceeds to Mortgagee. Should Mortgagee bring suit against any Purchaser for collection of any amounts or sums included within this assignment (and Mortgagee shall have the right to bring any such suit), it may sue either in its own name or in the name of Grantor.

4.3. Independently of the foregoing provisions and authorities herein granted, Grantor shall execute and deliver any and all Receipts that may be requested by Mortgagee or that may be required by any Purchaser to effect payment or delivery of the Proceeds directly to Mortgagee after the occurrence and during the continuation of a Priority Lien Debt Default. If pursuant to any existing Subject Contract, any Proceeds are required to be paid or delivered by any Purchaser directly to Grantor so that under such existing Subject Contracts the Proceeds cannot be paid or delivered directly to Mortgagee in the absence of foreclosure, then, if Mortgagee has requested after the occurrence and during the continuation of a Priority Lien Debt Default that the Proceeds be paid or delivered directly to it under the assignment herein contained, the Proceeds which for any reason must be paid or delivered to Grantor shall, when received by Grantor, constitute trust funds in Grantor's hands and shall be immediately paid over by Grantor to Mortgagee. Promptly upon the request of Mortgagee at reasonable intervals or as otherwise

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provided in the Priority Lien Documents, and in any event at least once every 12 months, Grantor shall furnish Mortgagee with the names and addresses of each Purchaser, as Mortgagee may request.

4.4. Mortgagee is hereby absolved from all liability for failure to enforce collection of the Proceeds assigned under Section 4.1 hereof and from all other responsibility in connection therewith, except the responsibility to account (by application to the Obligations or otherwise) for funds actually received. If Mortgagee receives monies in excess of the amount of the Proceeds to which Grantor is entitled, Mortgagee will make a reasonable effort to pay any such excess monies of which Mortgagee is aware to the other parties legally entitled thereto; provided, that, Grantor agrees to indemnify and hold Trustee and Mortgagee harmless against any and all liabilities, actions, claims, judgments, costs, charges and attorneys' fees by reason of the assertion that they or either of them have received, either before or after payment and performance in full of the Obligations, funds from the Proceeds of Hydrocarbons claimed by a third Person, or any other Proceeds in which a Person claims an adverse interest. Trustee and Mortgagee shall each have the right to defend against any such claims or actions, employ attorneys of their own selection, and if not furnished with indemnity satisfactory to each of them, they alone shall each have the right to compromise and adjust any such claims, actions and judgments, and in addition to the Rights to be indemnified as herein provided, all amounts paid by Trustee or by Mortgagee in compromise, satisfaction or discharge of any such claim, action or judgment, and all court costs, attorneys' fees and other expenses of every character incurred by Trustee or by Mortgagee pursuant to the provisions of this Section 4.4 shall be demand obligations owing by Grantor and shall bear interest at the Default Rate from the date of expenditure until paid, and any such payments so made by Mortgagee and the interest thereon shall be part of the Obligations and shall be secured by the Liens evidenced by this instrument.

4.5. The Rights of Mortgagee pursuant hereto shall be cumulative of all other security of any and every character now or hereafter existing to secure the payment of the Obligations. Proceeds received under this Section 4 shall be placed in a deposit account and credited to the Obligations in the manner and order provided for in the Priority Lien Documents and the Collateral Trust Agreement; provided that, such Proceeds shall not be deemed applied to payment of the Obligations, unless and until such Proceeds are actually applied thereto. Mortgagee may, subject to, and in accordance with, the applicable terms of the Priority Lien Documents and the Collateral Trust Agreement, permit Proceeds received by it to be returned to Grantor (rather than applied to the Obligations) for use in Grantor's operations.

SECTION 5. MISCELLANEOUS.

5.1. Upon the Discharge of Priority Lien Obligations, and if Grantor shall well and truly perform all of Grantor's covenants contained herein, then this instrument shall become null and void and, at Grantor's request and expense (to the extent permitted by applicable Law), it shall be released; otherwise, it shall remain in full force and effect; provided that no release hereof shall impair Grantor's warranties and indemnities contained herein or the liabilities assumed by Grantor hereunder. To the extent provided in the Collateral Trust Agreement (including, without limitation, Sections 3.2 and 4.1 thereof), Mortgagee shall, and otherwise as Mortgagee may elect, subject to the Collateral Trust Agreement, Mortgagee may, at any time, and from time to time, release any part of the Mortgaged Property, or any property in which

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Grantor has granted a security interest to Mortgagee, or any items assigned pursuant to Section 4 hereof, from the Liens evidenced by this instrument, but no such partial release shall ever affect or impair Mortgagee's Rights or Liens hereunder, except to the extent specifically stated in such instrument of partial release.

5.2. All Rights and Liens herein expressly conferred are cumulative of all other Rights and Liens herein, or provided by Law, or provided in the Priority Lien Documents, and shall not be deemed to deprive Trustee or Mortgagee of any such other legal or equitable Rights and Liens by judicial proceedings, or otherwise, appropriate to enforce the conditions, covenants and terms of this instrument and the other Loan Documents, and the employment of any Rights hereunder, or otherwise, shall not prevent the concurrent or subsequent employment of any other appropriate Rights.

5.3. Any and all covenants in this instrument may from time to time, by instrument in writing signed by Mortgagee and delivered to Grantor, be waived to such extent and in such manner as Mortgagee may desire, subject to the Collateral Trust Agreement, but no such waiver shall ever affect or impair Mortgagee's Rights or Liens hereunder, except to the extent specifically stated in such written instrument. Impossibility shall not excuse the performance of any agreement, covenant or condition contained in this instrument.

5.4. If Grantor conveys any interest in the Mortgaged Property, or any part thereof to any other party, Mortgagee may, without notice to Grantor deal with any owner of any part of the Mortgaged Property with reference to this instrument and the Obligations, either by way of forbearance on the part of Mortgagee, or extension of time of payment of the Obligations, or release of all or any part of the Mortgaged Property, or release of any other property securing payment and performance of the Obligations, without in any way modifying or affecting Mortgagee's Rights and Liens hereunder or the liability of Grantor for payment and performance of the Obligations, in whole or in part.

5.5. Mortgagee shall be entitled to receive any and all monies which may be awarded or become payable to Grantor for the condemnation, eminent domain or other similar proceeding of the Mortgaged Property, or any part thereof, for public or quasi-public use, or by virtue of private sale in lieu thereof, and any monies which may be awarded or become payable to Grantor for damages caused by public works or construction on or near the Mortgaged Property. All such monies are hereby assigned to Mortgagee and shall be applied by Trustee, or by Mortgagee, as the case may be, pursuant to Section 3.5 hereof. Grantor shall, upon request of Mortgagee, make, execute, acknowledge and deliver any and all additional assignments and documents as may be necessary from time to time to enable Mortgagee to collect and receipt for any such monies. Mortgagee shall not be, under any circumstances, liable or responsible for failure to collect, or exercise diligence in the collection of, any of such monies.

5.6. [Reserved].

5.7. If all or any portion of the proceeds of any Priority Lien Debt have been advanced for the purpose of paying the purchase price for all or a part of the Mortgaged Property, then (a) Mortgagee shall have, and is hereby granted, a lien on the Mortgaged Property to further secure the Obligations, and (b) Mortgagee shall be subrogated to all Rights and Liens owned or claimed

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by the holder of any indebtedness which has been directly or indirectly discharged or paid from the proceeds of any Priority Lien Debt.

5.8. Whenever herein the singular number is used, the same shall include the plural where appropriate, and vice versa; and words of any gender herein shall include each other gender where appropriate.

5.9. The captions, headings and arrangements used in this instrument are for convenience only and do not in any way affect, limit, amplify or modify the terms and provisions hereof.

5.10. If any provision of this instrument, or of the other Priority Lien Documents is held to be illegal, invalid, or unenforceable under present or future Laws effective during the term hereof and thereof, such provision shall be fully severable from all other provisions in this instrument and the other Priority Lien Documents, and this instrument and the other Priority Lien Documents shall be construed and enforced as if such illegal, invalid or unenforceable provision had never comprised a part thereof, and the remaining provisions hereof and thereof shall remain in full force and effect and shall not be affected by the illegal, invalid, or unenforceable provision or by its severance therefrom. Furthermore, in lieu of such illegal, invalid or unenforceable provision, there shall be added automatically as a part of this instrument and the other Priority Lien Documents a legal, valid and enforceable provision as similar in terms to such illegal, invalid or unenforceable provision as may be possible. If any of the Liens evidenced by this instrument and the other Priority Lien Documents are invalid or unenforceable as to any part of the Obligations, or if the Liens are invalid or unenforceable as to any part of the Mortgaged Property, the Obligations shall be completely paid prior to the payment of the remaining and secured or partially secured portion of the Obligations, and all payments made on the Obligations, whether voluntary or under foreclosure or other enforcement action or procedure, shall be considered to have been first paid on and applied to the full payment of that portion of the Obligations which is not secured or fully secured by the Liens evidenced by this instrument.

5.11. THIS MORTGAGE SHALL BE GOVERNED BY AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK, EXCEPT THAT TO THE EXTENT THE LAW OF A STATE IN WHICH A PORTION OF THE MORTGAGED PROPERTY IS LOCATED (OR WHICH IS OTHERWISE APPLICABLE TO A PORTION OF THE MORTGAGED PROPERTY) NECESSARILY GOVERNS WITH RESPECT TO THE CREATION, PERFECTION AND ENFORCEMENT OF THE LIENS AND OTHER RIGHTS AND REMEDIES HEREUNDER OF THE TRUSTEE, THE MORTGAGEE OR THE COLLATERAL TRUSTEE, THE LAW OF SUCH STATE SHALL APPLY AS TO THAT PORTION OF THE MORTGAGED PROPERTY LOCATED IN (OR WHICH IS OTHERWISE SUBJECT TO THE LAWS OF) SUCH STATE.

5.12. The terms, provisions, covenants and conditions hereof shall be binding upon Grantor and Grantor's successors in title and permitted assigns and shall inure to the benefit of Mortgagee and Trustee, and their respective successors in title and assigns.

5.13. This instrument may be construed and enforced from time to time as a mortgage, deed of trust, chattel mortgage, conveyance, assignment, security agreement, pledge, financing

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statement, hypothecation or contract, or any one or more of them as may be appropriate under applicable Laws, in order fully to effectuate the Liens hereof and the purposes and agreements herein set forth.

5.14. Without in any manner limiting the generality of any of the foregoing provisions hereof, with respect to the Mortgaged Property (a) some portions of the goods described or to which reference is made herein are, or are to become, fixtures on the property described on Exhibit A or to which reference is made herein; (b) the minerals and the like (including oil and gas) included in the Mortgaged Property and the accounts resulting from the sale thereof will be financed at the wellhead(s) or minehead(s) located on the property described on Exhibit A or to which reference is made herein; and (c) this instrument is to be filed of record in the real estate records as a financing statement. A carbon, photographic or other reproduction of this instrument shall be sufficient as a financing statement.

5.15. Executed original counterparts of this instrument are to be filed for record in the records of the jurisdictions wherein the Mortgaged Property is situated, and shall have annexed thereto as Exhibit A only the portions or divisions containing specific descriptions of the Mortgaged Property relating to the Lands located in such jurisdictions. Whenever a recorded counterpart of this instrument contains specific descriptions which are less than all of the descriptions contained in any full counterpart lodged with Mortgagee, the omitted descriptions are hereby included by reference in such recorded counterpart as if each recorded counterpart conformed to any full counterpart lodged with Mortgagee.

5.16. This instrument has been executed in a number of identical counterparts, each of which shall be deemed an original, and all of which are identical, except that in order to facilitate recordation, portions of Exhibit A hereto which describe Mortgaged Property situated in jurisdictions other than the particular jurisdiction in which a counterpart hereof is being recorded may be omitted from such counterpart. In making proof of this instrument, it shall not be necessary for Trustee or Mortgagee to account for all counterparts, and it shall be sufficient for Trustee or Mortgagee to produce but one such counterpart.

[Signature and Acknowledgment Page Follows]

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IN WITNESS WHEREOF this instrument is executed as of the day and year set forth for Grantor's acknowledgment hereto, but shall be effective as of Effective Date.

GRANTOR:

SN COTULLA ASSETS, LLC, a Texas limited liability company

By: Howard J Thill
Name: Howard J. Thill
Title: Chief Financial Officer

Address:
1000 Main Street, Suite 3000
Houston, Texas 77002

STATE OF TEXAS §
§
COUNTY OF HARRIS §

The foregoing instrument was acknowledged before me this 13 day of April, 2018, by Howard J. Thill, as Chief Financial Officer of SN Cotulla Assets, LLC, a Texas limited liability company, on behalf of said limited liability company.

Witness my hand and official seal.

[Notary Stamp] PATRICIA E CAIN Notary ID # 1883331 NOTARY PUBLIC STATE OF TEXAS My Comm. Exp. Jul 27, 2020

Notary Public, State of Texas

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MORTGAGEE:

ROYAL BANK OF CANADA, as Collateral Trustee

By: _____
Don J. McKinnerney
Authorized Signatory

Address:
2800 Post Oak Boulevard, Suite 3900
Houston, Texas 77056

STATE OF TEXAS §
§
COUNTY OF HARRIS §

The foregoing instrument was acknowledged before me this 13th day of April, 2018, by Don J. McKinnerney as Authorized Signatory of Royal Bank of Canada, on behalf of said bank.

Witness my hand and official seal.

[Notary Stamp] _____
Notary Public, State of Texas

ANDREW MEDINA
MY COMMISSION EXPIRES
January 2, 2019

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EXHIBIT A

TO THAT AMENDED AND RESTATED MORTGAGE, DEED OF TRUST, SECURITY AGREEMENT, FINANCING STATEMENT AND ASSIGNMENT OF PRODUCTION FROM SN COTULLA ASSETS, LLC TO CHARLES R. SALMON, TRUSTEE FOR THE BENEFIT OF ROYAL BANK OF CANADA, AS COLLATERAL TRUSTEE UNDER THE COLLATERAL TRUST AGREEMENT, AS MORTGAGEE

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Introduction to Exhibit A

The Grantor hereby agrees and affirms that this Introduction to Exhibit A is an amplification and explanation of the terminology, format and information contained in Exhibit A and that this instrument shall be construed as a whole with reference to the entirety of its provisions (including all Exhibits).

1. This instrument covers the Grantor's entire interest in each of the land parcels, mineral servitudes, mineral leases, mineral royalties and other mineral rights described in Exhibit A, as now owned or as hereafter acquired. The inclusion of the Grantor's "net revenue interests", "working interests" and undivided leasehold interests, by the listing of percentage, decimal or fractional numbers or otherwise, as well as the inclusion of depth limitations, spacing unit designations and agreements, well names and well arabic numbers are generally for descriptive purposes. The inclusion (or the inaccuracy thereof) of this information is not in any way a limitation or restriction on the interest of the Grantor being subjected to the lien and encumbrance of this instrument. All right, title and interest of the Grantor in the properties described herein are subject to this Mortgage, regardless of the presence of any units or wells (existing or future) not described herein.

2. The leases listed below each well or group of wells relate to one or more of such listed wells. This instrument is intended to cover the entire interest of the Grantor in any lease described in Exhibit A, including (without limitation) even if a lease is listed under one set of wells but erroneously is not listed under another set of wells. Reference is made to the land descriptions contained in the documents of title recorded as described in Exhibit A.

3. References in Exhibit A to instruments on file in the public records are made for all purposes. Unless provided otherwise, all recording references in Exhibit A are to the official real property records of the county or counties in which the mortgaged property is located and in which records such documents are or in the past have been customarily recorded, whether Conveyance Records, Deed Records, Oil and Gas Records, Mineral Lease Records, Oil and Gas Lease Records, Tract Indexes or other records.

4. Each reference to a lease or a contract in Exhibit A shall be deemed a reference to said lease or contract as said lease or contract may have been amended or ratified by all amendments or ratifications heretofore executed, whether or not referred to herein.

5. A statement herein that a certain interest described herein is subject to the terms of certain described or referred to agreements, instruments or other matters shall not operate to subject such interest to any such agreement, instrument or other matter except to the extent that such agreement, instrument or matter is otherwise valid and presently subsisting nor shall such statement be deemed to constitute a recognition by the parties hereto that any such agreement, instrument or other matter is valid and presently subsisting or binding against the Mortgagee.

[See attached]

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Exhibit A

A | T0463045 KOENNING, ROY ALLEN | EOG RESOURCES INC | 2/10/2009 | 2/10/2012 | 999 | 837 | 239874 | Gonzalez | TX
434 | I | 89879 | DeWitt

Exhibit A
Leases

Lease No.	Lessor	Lessee	Lease Date	Expiration Date	Book	Page	Instrument No.	County	State
~~T0463045~~	~~KOENNING, ROY ALLEN~~	~~EOG RESOURCES INC~~	~~2/10/2009~~	~~2/10/2014~~	~~999~~	~~837~~	~~239874~~	~~De Witt~~	~~TX~~
T0556038-001	VOTAW, LARRY, ET UX	CARRIZO EXPLORATION, INC	1/7/2002	7/7/2003	147	32	230	Dimmit	TX
T0556038-002	YANKE, FORREST HEMPHILL	CARRIZO EXPLORATION, INC	1/7/2002	7/7/2003	147	36	231	Dimmit	TX
T0556038-003	HEMPHILL, HARRIET	CARRIZO EXPLORATION, INC	1/7/2002	7/7/2003	147	40	232	Dimmit	TX
T0556038-004	L&HB PROPERTIES, LTD	CARRIZO EXPLORATION, INC	1/7/2002	7/7/2003	147	44	233	Dimmit	TX
T0556038-005	HEMPHILL, ROBERT W., JR.	CARRIZO EXPLORATION, INC	1/7/2002	7/7/2003	147	97	295	Dimmit	TX
~~T0616002-001~~	~~BRISCOE RANCH INC~~	~~EDWARD G VAUGHAN~~	~~12/1/2005~~	~~11/30/2010~~	~~329~~	~~138~~	~~7002~~	~~Dimmit~~	~~TX~~
T0616001-001	BRISCOE RANCH INC	EDWARD G VAUGHAN	12/1/2005	11/30/2010	329	394	7051	Dimmit	TX
T0619005	BRISCOE RANCH INC	ANADARKO E&P COMPANY LP	10/15/2005	10/15/2017	329	397	7052	Dimmit	TX
T0616001-002	MOODY FOUNDATION ET AL	EDWARD G VAUGHAN	12/1/2005	11/30/2010	329	484	7078	Dimmit	TX
T0616002-002	MOODY FOUNDATION ET AL	EDWARD G VAUGHAN	12/1/2005	11/30/2010	329	487	7079	Dimmit	TX
T0619003	BRISCOE RANCH INC	ANADARKO E&P COMPANY LP	10/15/2005	10/15/2017	335	276	8081	Dimmit	TX
T0616004	STATE OF TEXAS MF-107481 ET AL	ANADARKO E&P COMPANY LP	5/14/2007	5/14/2010	336	199	8251	Dimmit	TX
T0619002-001	BRISCOE RANCH INC	ANADARKO E&P COMPANY LP	10/15/2005	10/15/2017	338	617	8649	Dimmit	TX
T0620003-001	SOUTH SPUR LP	ANADARKO E&P COMPANY LP	3/6/2006	3/6/2018	343	325	9442	Dimmit	TX
T0616003-001	DIAMOND H RANCHES LIMITED PARTNERSHIP	ANADARKO E&P COMPANY LP	5/14/2007	5/14/2010	344	6	9540	Dimmit	TX
T0620001-001	ROGERS DENTONIO RANCH	ANADARKO E&P COMPANY LP	3/6/2006	3/6/2011	344	46	9545	Dimmit	TX
T0619006-001	DIANA M STUMBERG ET AL	ST MARY LAND AND EXPLORATION COMPANY	11/5/2008	11/4/2011	0354	0171	11322	Dimmit	TX
T0619004	BRISCOE RANCH INC	ANADARKO E&P COMPANY LP	3/1/2010	10/15/2017	0382	0013	14190	Dimmit	TX
T0619016-001	MARGARET WESCOE	ANADARKO E&P COMPANY LP	3/10/2010	3/10/2018	392	487	15992	Dimmit	TX
T0619016-002	BRANDON CHRISTOPHER WESCOE	ANADARKO E&P COMPANY LP	5/12/2010	5/12/2018	392	490	15993	Dimmit	TX
T0620020	BERNARD PREECE ET AL	ANADARKO E&P COMPANY LP	7/9/2010	7/9/2017	393	414	16173	Dimmit	TX
T0619016-003	SANDRA D WESCOE	ANADARKO E&P COMPANY LP	5/13/2010	5/13/2018	395	565	16572	Dimmit	TX
T0616007-001	TRIPLE B INVESTMENTS LLC	ANADARKO E&P COMPANY LP	11/26/2010	11/25/2016	401	548	17517	Dimmit	TX
T0619016-004	TRACI W MCDEVITT	ANADARKO E&P COMPANY LP	5/13/2010	5/13/2018	402	198	17629	Dimmit	TX
~~T0619007-001~~	~~EVELYN I METCALF~~	~~ANADARKO E&P COMPANY LP~~	~~9/23/2010~~	~~9/23/2015~~	~~402~~	~~201~~	~~17630~~	~~Dimmit~~	~~TX~~
T0619007-007	FRANK VANCE	ANADARKO E&P COMPANY LP	3/15/2011	3/15/2016	406	356	18321	Dimmit	TX
T0619007-012	HARRY VANCE JR	ANADARKO E&P COMPANY LP	3/15/2011	3/15/2016	406	360	18322	Dimmit	TX
T0619007-008	MARY RUTH RICE	ANADARKO E&P COMPANY LP	3/14/2011	3/14/2016	406	364	18323	Dimmit	TX
T0619007-011	LINDA KAY CARTER	ANADARKO E&P COMPANY LP	3/11/2011	3/11/2016	406	368	18324	Dimmit	TX

B | T0616002-001 | BRISCOE RANCH INC. | EDWARD G VAUGHAN | 12/1/2005 | 11/30/2007 | 329 | 138 | 7002 | Dimmit | TX
330 | 379 | 7250 | Dimmit
458 | 515 | 78892 | La Salle
460 | 230 | 79159 | La Salle

C | T0619007-001 | EVELYN I METCALF | ANADARKO E&P COMPANY LP | 9/23/2010 | 9/23/2013 | 415 | 461 | 19563 | Dimmit | TX

D	T0619007-019	FRANCES ANN SINCLAIR	ANADARKO E&P COMPANY LP	3/18/2011	3/18/2016	504	218	32420	Dimmit TX

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T0619007-010	CAROL JEAN MAYFIELD	ANADARKO E&P COMPANY LP	3/14/2011	3/14/2016	406	372	18325	Dimmit	TX
T0619007-009	JACK JOHN METCALF	ANADARKO E&P COMPANY LP	3/9/2011	3/9/2016	406	376	18326	Dimmit	TX
T0619007-014	IRENE DETTEN LEWIS	ANADARKO E&P COMPANY LP	3/17/2011	3/17/2016	406	380	18327	Dimmit	TX
T0619007-002	GLEN RAY METCALF	ANADARKO E&P COMPANY LP	3/9/2011	3/9/2016	406	384	18328	Dimmit	TX
T0619007-003	ALICE KUEHLER	ANADARKO E&P COMPANY LP	3/17/2011	3/17/2016	406	388	18329	Dimmit	TX
T0619007-006	GLADYS LOOTEN	ANADARKO E&P COMPANY LP	3/17/2011	3/17/2016	406	392	18330	Dimmit	TX
T0619007-004	DONALD DETTEN	ANADARKO E&P COMPANY LP	3/16/2011	3/16/2016	406	396	18331	Dimmit	TX
T0619007-005	PAUL A DETTEN ET UX	ANADARKO E&P COMPANY LP	3/18/2011	3/18/2016	406	400	18332	Dimmit	TX
T0616007-002	EARLENE F BRENNER ET AL	ANADARKO E&P COMPANY LP	2/25/2011	2/25/2017	406	681	18405	Dimmit	TX
T0619007-018	RUTH KINCANNON	ANADARKO E&P COMPANY LP	3/16/2011	3/16/2016	406	732	18413	Dimmit	TX
D ~~T0619007-019~~	~~FRANCES ANN SINCLAIR~~	~~ANADARKO E&P COMPANY LP~~	~~3/18/2011~~	~~3/18/2016~~	~~406~~	~~736~~	~~18414~~	~~Dimmit~~	~~TX~~
T0619007-017	BLANCHE C KOETTING	ANADARKO E&P COMPANY LP	3/17/2011	3/17/2016	406	740	18415	Dimmit	TX
T0619007-013	PLUMA PETERSON	ANADARKO E&P COMPANY LP	3/16/2011	3/16/2016	406	744	18416	Dimmit	TX
T0619007-021	DORIS GABEL	ANADARKO E&P COMPANY LP	3/18/2011	3/18/2016	408	381	18687	Dimmit	TX
T0619007-015	ELIZABETH ANN METCALF	ANADARKO E&P COMPANY LP	3/14/2011	3/14/2016	408	385	18688	Dimmit	TX
T0619007-016	SAM METCALF	ANADARKO E&P COMPANY LP	3/16/2011	3/16/2016	408	389	18689	Dimmit	TX
T0619007-020	SAN JACINTO BAPTIST	ANADARKO E&P COMPANY LP	3/14/2011	3/14/2016	408	393	18690	Dimmit	TX
T0619002-002	BOY SCOUTS OF AMERICA	ANADARKO E&P COMPANY LP	4/30/2011	4/30/2016	0409	0226	18821	Dimmit	TX
T0619002-003	EPISCOPAL FOUNDATION OF TEXAS	ANADARKO E&P COMPANY LP	4/30/2011	4/30/2016	0409	0229	18822	Dimmit	TX
T0619002-004	SALVATION ARMY	ANADARKO E&P COMPANY LP	4/30/2011	4/30/2016	0409	0232	18823	Dimmit	TX
T0619018-004	JOHN QUIN BECKELHEIMER	ANADARKO E&P COMPANY LP	4/21/2011	4/21/2018	409	671	18879	Dimmit	TX
T0619018-003	CANDACE ALLEGRA CURRIE	ANADARKO E&P COMPANY LP	4/20/2011	4/20/2018	409	674	18880	Dimmit	TX
T0619018-002	TULLY R CURRIE	ANADARKO E&P COMPANY LP	4/21/2011	4/21/2018	409	677	18881	Dimmit	TX
T0619018-001	GENEVIEVE C GREEN	ANADARKO E&P COMPANY LP	4/21/2011	4/21/2018	409	680	18882	Dimmit	TX
T0619007-022	DAN METCALF	ANADARKO E&P COMPANY LP	3/16/2011	3/16/2016	0418	0148	19933	Dimmit	TX
T0619007-024	KATHY TERRY	ANADARKO E&P COMPANY LP	3/16/2011	3/16/2016	0418	0151	19934	Dimmit	TX
T0619007-023	BILL M VANCE	ANADARKO E&P COMPANY LP	3/15/2011	3/15/2016	0418	0154	19935	Dimmit	TX
T0619007-025	JUDY DETTEN TRUST	ANADARKO E&P COMPANY LP	9/22/2011	9/22/2016	422	387	20698	Dimmit	TX
T0619007-026	ANNA M WINK	ANADARKO E&P COMPANY LP	3/17/2011	3/17/2016	422	391	20699	Dimmit	TX
T0619007-027	SHARON DAUGHTERS	ANADARKO E&P COMPANY LP	7/26/2011	7/26/2016	425	695	21287	Dimmit	TX
T0619016-015	ALICE E WILSON A MINOR	ANADARKO E&P COMPANY LP	10/19/2011	10/19/2019	431	729	22230	Dimmit	TX
T0619016-014	CHERE MATLOCK	ANADARKO E&P COMPANY LP	10/19/2011	10/19/2018	431	737	22232	Dimmit	TX
T0619016-009	CHRISTOPHER D WILSON	ANADARKO E&P COMPANY LP	10/19/2011	10/19/2019	431	745	22234	Dimmit	TX
T0619016-012	CLARE A WILSON, A MINOR	ANADARKO E&P COMPANY LP	10/19/2011	10/19/2019	431	753	22236	Dimmit	TX
T0619016-005	ELIZABETH F ORTON	ANADARKO E&P COMPANY LP	10/19/2011	10/19/2019	431	761	22238	Dimmit	TX
T0619016-010	ELIZABETH TAZEWELL	ANADARKO E&P COMPANY LP	10/19/2011	10/19/2019	431	769	22240	Dimmit	TX
T0619016-011	MARK E WILSON	ANADARKO E&P COMPANY LP	10/19/2011	10/19/2019	431	777	22242	Dimmit	TX

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T0619016-013	MARTIN W WILSON, A MINOR	ANADARKO E&P COMPANY LP	10/19/2011	10/19/2019	431	785	22244	Dimmit	TX
T0619016-008	TYLER J WILSON	ANADARKO E&P COMPANY LP	10/19/2011	10/19/2019	431	793	22246	Dimmit	TX
T0619016-006	VICTORIA A WILSON A MINOR	ANADARKO E&P COMPANY LP	9/19/2011	9/19/2019	431	801	22248	Dimmit	TX
T0619016-007	VIRGINIA ORTON HUBBARD	ANADARKO E&P COMPANY LP	10/19/2011	10/19/2019	431	809	22250	Dimmit	TX
T0620006-004	WESLEY GATLIN JR	ANADARKO E&P COMPANY LP	12/8/2011	12/8/2017	432	475	22357	Dimmit	TX
T0620006-001	GREGORY FOWLER GATLIN	ANADARKO E&P COMPANY LP	12/8/2011	12/8/2017	432	480	22358	Dimmit	TX
T0620006-003	ANNE GATLIN BURKEL	ANADARKO E&P COMPANY LP	12/8/2011	12/8/2017	432	485	22359	Dimmit	TX
T0620006-002	SUSAN GATLIN KELLY	ANADARKO E&P COMPANY LP	12/8/2011	12/8/2017	432	490	22360	Dimmit	TX
T0620048	JOE S SHANNON	ANADARKO E&P COMPANY LP	6/25/2012	6/25/2018	453	535	25850	Dimmit	TX
T0620024	HARLOW ROYALTIES LTD	ANADARKO E&P COMPANY LP	10/4/2012	10/4/2018	457	45	26336	Dimmit	TX
T0620029	ROBERT LARRY WHELESS	ANADARKO E&P ONSHORE LLC	5/14/2013	5/14/2019	476	292	29148	Dimmit	TX
T0620033-001	ANIMAL HUMANE SOCIETY OF HENNEPIN C	ANADARKO E&P ONSHORE LLC	4/30/2013	4/30/2016	476	298	29150	Dimmit	TX
T0620030	LEONARD L BALL ET UX	ANADARKO E&P ONSHORE LLC	3/12/2013	3/12/2019	487	772	30808	Dimmit	TX
T0620003-003	JAMES ARTHUR MONSEN DANIELS	ANADARKO E&P ONSHORE LLC	7/25/2013	7/25/2018	496	194	31625	Dimmit	TX
T0620003-002	ELIZABETH L SEMMENS	ANADARKO E&P ONSHORE LLC	7/25/2013	7/25/2018	496	197	31626	Dimmit	TX
T0620003-004	SUSAN DANIELS SCHMITZ	ANADARKO E&P ONSHORE LLC	7/25/2013	7/25/2018	500	6	32007	Dimmit	TX
T0620039-037	NINA MEEKS	ANADARKO E&P ONSHORE LLC	6/5/2014	6/5/2019	517	817	34486	Dimmit	TX
T0620039-018	BARBARA B JONES	ANADARKO E&P ONSHORE LLC	5/27/2014	5/27/2019	517	821	34487	Dimmit	TX
T0620039-036	TOM CLIFTON	ANADARKO E&P ONSHORE LLC	6/5/2014	6/5/2019	517	825	34488	Dimmit	TX
T0620039-010	EDWARD ROBERSON	ANADARKO E&P ONSHORE LLC	5/15/2014	5/15/2019	517	829	34489	Dimmit	TX
T0620039-022	PAMELA J HIRSCH	ANADARKO E&P ONSHORE LLC	5/27/2014	5/27/2019	517	833	34490	Dimmit	TX
T0620039-002	BETTE ROBY	ANADARKO E&P ONSHORE LLC	5/21/2014	5/21/2019	517	837	34491	Dimmit	TX
T0620039-012	ARTHUR BROWN	ANADARKO E&P ONSHORE LLC	5/19/2014	5/19/2019	518	1	34492	Dimmit	TX
T0620039-011	DOUGLAS B ROBERSON	ANADARKO E&P ONSHORE LLC	5/8/2014	5/8/2019	518	5	34493	Dimmit	TX

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T0620039-001	JOHN L ROBERTSON JR	ANADARKO E&P ONSHORE LLC	5/20/2014	5/20/2019	518	9	34494	Dimmit	TX
T0620039-045	DELIA A SMITH	ANADARKO E&P ONSHORE LLC	7/1/2014	7/1/2019	519	479	34715	Dimmit	TX
T0620039-030	MELISSA G SMITH	ANADARKO E&P ONSHORE LLC	6/23/2014	6/23/2019	519	483	34716	Dimmit	TX
T0620039-035	LINDA DIANNE SMITH	ANADARKO E&P ONSHORE LLC	6/18/2014	6/18/2019	519	487	34717	Dimmit	TX
T0620039-032	JAMES MARSHAL BRIDGES	ANADARKO E&P ONSHORE LLC	6/23/2014	6/23/2019	519	491	34718	Dimmit	TX
T0620039-019	SARA B INNMON	ANADARKO E&P ONSHORE LLC	6/12/2014	6/12/2019	519	495	34719	Dimmit	TX
T0620039-031	MONTY LLOYD BRIDGES	ANADARKO E&P ONSHORE LLC	6/23/2014	6/23/2019	519	499	34720	Dimmit	TX
T0620039-023	LARRY RICHARD JONES	ANADARKO E&P ONSHORE LLC	6/9/2014	6/9/2019	519	503	34721	Dimmit	TX
T0620039-046	GEORGE DWIGHT CLIFTON	ANADARKO E&P ONSHORE LLC	6/9/2014	6/9/2019	519	507	34722	Dimmit	TX
T0620039-028	CHRISTINE ANN FIRTH	ANADARKO E&P ONSHORE LLC	7/1/2014	7/1/2019	519	514	34724	Dimmit	TX
T0620039-003	LINDA ROBINSON-KELLY	ANADARKO E&P ONSHORE LLC	6/19/2014	6/19/2019	523	492	35222	Dimmit	TX
T0620039-025	CARLON ARTHUR CLEMENTS	ANADARKO E&P ONSHORE LLC	6/26/2014	6/26/2019	523	496	35223	Dimmit	TX
T0620039-008	RICHARD JOSEPH ROBERSON JR	ANADARKO E&P ONSHORE LLC	7/15/2014	7/15/2019	523	500	35224	Dimmit	TX
T0620039-004	JAMES M ROBINSON	ANADARKO E&P ONSHORE LLC	7/3/2014	7/3/2019	525	90	35423	Dimmit	TX
T0620039-014	RODGER OLSON	ANADARKO E&P ONSHORE LLC	7/21/2014	7/21/2019	525	356	35475	Dimmit	TX
T0620039-029	HEATHER TALCOTT	ANADARKO E&P ONSHORE LLC	7/3/2014	7/3/2019	525	360	35476	Dimmit	TX
T0620039-009	JAMES C CANTRELL JR	ANADARKO E&P ONSHORE LLC	8/6/2014	8/6/2019	525	364	35477	Dimmit	TX
T0620039-024	KEVIN LEE TUCKER	ANADARKO E&P ONSHORE LLC	7/21/2014	7/21/2019	525	368	35478	Dimmit	TX
T0620039-005	SYLVIA A HAWKINS	ANADARKO E&P ONSHORE LLC	6/16/2014	6/16/2019	527	28	35705	Dimmit	TX
T0620039-013	FLAKE DIANE BARBER	ANADARKO E&P ONSHORE LLC	8/4/2014	8/4/2019	527	32	35706	Dimmit	TX

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T0620039-006	CHRISTINE GLAVIN	ANADARKO E&P ONSHORE LLC	8/6/2014	8/6/2019	527	36	35707	Dimmit	TX
T0620039-021	KARI BRAUNE	ANADARKO E&P ONSHORE LLC	6/26/2014	6/26/2019	527	40	35708	Dimmit	TX
T0620039-043	SUE BISHOP	ANADARKO E&P ONSHORE LLC	10/20/2014	10/20/2019	530	728	36336	Dimmit	TX
T0620039-020	THOMAS W JONES	ANADARKO E&P ONSHORE LLC	10/28/2014	10/28/2019	530	731	36337	Dimmit	TX
T0620039-041	PEGGY NUETZMAN	ANADARKO E&P ONSHORE LLC	10/7/2014	10/7/2019	530	734	36338	Dimmit	TX
T0620039-040	WILLIAM GERALD GUTHRIE JR	ANADARKO E&P ONSHORE LLC	10/2/2014	10/2/2019	530	737	36339	Dimmit	TX
T0620039-027	ROBERT D CLEMENTS	ANADARKO E&P ONSHORE LLC	10/8/2014	10/8/2019	530	740	36340	Dimmit	TX
T0620039-026	REAVIS EDWARD CLEMENTS	ANADARKO E&P ONSHORE LLC	10/7/2014	10/7/2019	530	743	36341	Dimmit	TX
T0620039-042	LINDA MAGERS	ANADARKO E&P ONSHORE LLC	10/14/2014	10/14/2019	530	746	36342	Dimmit	TX
T0620039-007	WELDON L KNIGHT	ANADARKO E&P ONSHORE LLC	10/29/2014	10/29/2019	532	751	36646	Dimmit	TX
T0620039-039	TAMMIE PRACHYL	ANADARKO E&P ONSHORE LLC	11/6/2014	11/6/2019	534	307	36856	Dimmit	TX
T0620039-038	TERRY GRISSO	ANADARKO E&P ONSHORE LLC	12/4/2014	12/4/2019	534	310	36857	Dimmit	TX
T0620033-002	AMFAR THE FOUNDATION FOR AIDS RESEARCH	ANADARKO E&P ONSHORE LLC	11/12/2014	11/12/2017	534	313	36858	Dimmit	TX
T0620039-015	WESLEY E BANKSTON	ANADARKO E&P ONSHORE LLC	2/4/2015	2/4/2020	539	360	37658	Dimmit	TX
T0620039-016	CLARA FAY CUZZORT FAVREAU	ANADARKO E&P ONSHORE LLC	2/9/2015	2/9/2020	539	363	37659	Dimmit	TX
T0620039-044	RONNIE GUTHRIE	ANADARKO E&P ONSHORE LLC	2/23/2015	2/23/2020	539	366	37660	Dimmit	TX
T0620039-034	DENISE SUTTON	ANADARKO E&P ONSHORE LLC	10/7/2014	10/7/2019	542	217	38039	Dimmit	TX
T0620039-033	DELIA DAUGHERITY	ANADARKO E&P ONSHORE LLC	10/7/2014	10/7/2019	542	220	38040	Dimmit	TX
T0619007-028	DANNY WAYNE CHISUM, JR., ET AL	ANADARKO E&P ONSHORE LLC	2/5/2015	2/5/2018	542	279	38053	Dimmit	TX
T0619007-029	DANIEL JOSEPH BYRD F/K/A HERBERT ES	ANADARKO E&P ONSHORE LLC	7/9/2015	7/9/2018	551	752	39233	Dimmit	TX

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T0620039-017	SANDRA SVITEK	ANADARKO E&P ONSHORE LLC	11/6/2014	11/6/2019	556	592	39853	Dimmit	TX
T0554003-001	NELSON, THEODORE J., II	SN COTULLA ASSETS, LLC.	12/21/2015	12/21/2018	0562	0582	40744	Dimmit	TX
T0554009	BAY-MOR MINERALS, LTD	SN COTULLA ASSETS, LLC.	1/5/2016	1/5/2019	565	79	41057	Dimmit	TX
T0556032-021	HEINZMANN, BEVERLY J.	L & J EXPLORATION, LLC	5/2/2016	5/2/2022	0571	0121	41898	Dimmit	TX
T0556032-022	ALLEN, BARBARA L.	L & J EXPLORATION, LLC	5/2/2016	5/2/2022	0571	0123	41899	Dimmit	TX
T0556032-020	BURNS, JOHN R.	L & J EXPLORATION, LLC	5/2/2016	5/2/2022	0571	0125	41900	Dimmit	TX
T0556032-003	VOTAW, LARRY FRANKLIN, ET UX	SN COTULLA ASSETS, LLC	6/2/2016	6/2/2019	573	271	42160	Dimmit	TX
T0556032-002	VOTAW, LARRY FRANKLIN	SN COTULLA ASSETS, LLC	6/2/2016	6/2/2019	573	280	42162	Dimmit	TX
T0556032-005	HEMPHILL, HARRIET	SN COTULLA ASSETS, LLC	7/19/2016	7/19/2021	576	287	42507	Dimmit	TX
T0556032-006	HEMPHILL, ROBERT, JR.	SN COTULLA ASSETS, LLC	7/19/2016	7/19/2021	576	289	42508	Dimmit	TX
T0556032-007	L & HB PROPERTIES, LTD.	SN COTULLA ASSETS, LLC	7/27/2016	7/27/2021	576	491	42558	Dimmit	TX
T0556032-023	COHEN, BETTY JANE	EAGLE FORD MINERALS, LLC	1/26/2015	1/26/2020	577	116	42623	Dimmit	TX
T0556032-008	CANTRELL, W. KEITH	SN COTULLA ASSETS, LLC	8/15/2016	8/15/2019	577	162	42637	Dimmit	TX
T0556052-025	NICHOL, THERESA MARIE	SN COTULLA ASSETS, LLC	11/22/2016	11/22/2021	584	231	43588	Dimmit	TX
T0556052-024	GRAY, DEBORAH GARNETT	SN COTULLA ASSETS, LLC	11/21/2016	11/21/2021	584	519	43644	Dimmit	TX
T0556052-027	PFUFER, MARY DONNA	SN COTULLA ASSETS, LLC	12/12/2016	12/12/2021	584	834	43723	Dimmit	TX
T0556052-026	WINEGARDNER, MADONNA M.	SN COTULLA ASSETS, LLC	12/14/2016	12/14/2021	584	835	43724	Dimmit	TX
T0620039-047	CARDWELL, KIM	ANADARKO E&P ONSHORE LLC	12/8/2014	12/8/2019	586	457	43897	Dimmit	TX
T0556032-016	BLAIRBAX ENERGY, LLC	SN COTULLA ASSETS, LLC	11/17/2016	11/17/2019	586	540	43918	Dimmit	TX
T0556032-017	BAXSTO, LLC	SN COTULLA ASSETS, LLC	11/17/2016	11/17/2019	586	544	43919	Dimmit	TX
T0556032-018	BUFFY ENERGY, LLC	SN COTULLA ASSETS, LLC	11/17/2016	11/17/2019	586	548	43920	Dimmit	TX
T0556032-031	MARIO GARCIA AS RECEIVER	L & J EXPLORATION, L.L.C.	2/7/2017	2/7/2023	590	581	44268	Dimmit	TX
~~T0615001~~	~~HARRISON INTERESTS, LTD.~~	~~P RANCH WORKING INTEREST, LLC~~	~~5/12/2010~~	~~5/12/2015~~	~~2943~~	~~294~~	~~1072987~~	~~Dimmit~~	~~TX~~
T0474008-001	SHACKELFORD, WILLIAM C., ET AL	SN COTULLA ASSETS, LLC	10/7/2014	10/7/2017	169	925	0142076	Frio	TX
T0474010	BANRICH, INC.	SN COTULLA ASSETS, LLC	11/6/2014	11/6/2017	179	673	0143195	Frio	TX
T0474011-001	ROCKIN S FLP, LTD	SN COTULLA ASSETS, LLC	1/25/2016	1/25/2019	198	904	0145972	Frio	TX
~~T0474005~~	~~HAUSSER, ROBERT JR, ET AL~~	~~SEP HOLDINGS II LLC~~	~~6/7/2010~~	~~6/6/2013~~	~~314~~	~~128~~	~~0126770~~	~~Frio~~	~~TX~~
T0463006	SANDIES CREEK, LTD.	SEP HOLDINGS II LLC	8/25/2008	8/25/2013	989	129	237573	Gonzales	TX
~~T0463003~~	~~PILGRIM LAKE, LTD.~~	~~SEP HOLDINGS II LLC~~	~~8/25/2008~~	~~8/25/2013~~	~~989~~	~~143~~	~~237576~~	~~Gonzales~~	~~TX~~
T0463003-004	SIMPSON, LYNNE MARIE RASCHKE	THOMAS W SCHLEIER	9/20/2010	9/20/2015	1044	280	249249	Gonzales	TX
T0463003-003	MCCASKILL, DONNA JAN	THOMAS W SCHLEIER	9/20/2010	9/20/2015	1044	283	249250	Gonzales	TX
T0463003-002	HANDLER, SYLVIA ANN	THOMAS W SCHLEIER	9/20/2010	9/20/2015	1044	286	249251	Gonzales	TX

E T0615001 HARRISON INTERESTS, LTD. P RANCH WORKING INTEREST, LLC 5/12/2010 5/12/2013 2943 294 1072987 Webb TX
386 510 15055 Dimmit
505 161 86051 La Salle

F T0474005 HAUSSER, ROBERT JR, ET AL SEP HOLDINGS II LLC 6/7/2010 6/6/2013 314 128 81407 Zavala TX
76 625 126770 Frio

G T0463003 PILGRIM LAKE, LTD. SEP HOLDINGS II LLC 8/25/2008 8/25/2013 989 143 237576 Gonzales TX
269 759 61055 DeWitt

Exhibit A
Leases

T0463003-005	ROGER D. KRAUSE FAMILY PARTNERSHIP	MARATHON OIL EF LLC	5/21/2012	5/21/2017	1098	093	0260455	Gonzales	TX
T0463003-006	ESTATE OF WILLIAM A KRAUSE, DECEASED	MARATHON OIL EF LLC	6/19/2012	6/19/2017	1098	098	0260456	Gonzales	TX
T0463003-008	BRY, MARVIN	MARATHON OIL EF LLC	5/16/2012	5/16/2017	1098	103	0260457	Gonzales	TX
T0463003-009	RUTSTEIN, JUDY BRY	MARATHON OIL EF LLC	5/16/2012	5/16/2017	1098	108	0260458	Gonzales	TX
T0463003-007	WEINBERG, CAROLYN JUDITH ALPERT	MARATHON OIL EF LLC	5/24/2012	5/24/2017	1100	060	0261150	Gonzales	TX
T0616002	BRISCOE RANCH INC	EDWARD G VAUGHAN	12/1/2005	11/30/2010	460	230	79159	LaSalle	TX
~~T0616002-002~~	~~MOODY FOUNDATION ET AL~~	~~EDWARD G VAUGHAN~~	~~12/1/2005~~	~~11/30/2010~~	~~460~~	~~233~~	~~79160~~	~~LaSalle~~	~~TX~~
T0626002	BRISCOE RANCH INC	EDWARD G VAUGHAN	3/6/2006	10/15/2017	2435	504	977956	Webb	TX
T0615004	STATE OF TEXAS MF-113861	SWEPI, LP	3/6/2012	3/6/2015	3235	782	1129402	Webb	TX
T0552003	HOLDSWORTH MINERALS, LP	EXCO OPERATING COMPANY, L.P.	5/31/2015	5/31/2018	373	578	91267	Zavala	TX
T0552004	HOLDSWORTH, JOHN B., ET AL	EXCO OPERATING COMPANY, LP	5/31/2015	5/31/2018	373	584	91268	Zavala	TX
T0462089-001	HARGIS VENTURES, LLC	SN COTULLA ASSETS, LLC	7/20/2015	7/20/2018	0376	0300	091601	Zavala	TX

H

H

T0616002-002	MOODY FOUNDATION ET AL	EDWARD G VAUGHAN	12/1/2005	11/30/2007	460 329	233 487	79160 7079	La Salle Dimmit	TX

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Exhibit A
Wells

WELL NAME	COUNTY	STATE	API
BANRICH 01H	FRIO	TEXAS	42-163-33949
BARNHART 33H	GONZALES	TEXAS	42-177-33620
BARNHART 34H	GONZALES	TEXAS	42-177-33621
BARNHART 35H	GONZALES	TEXAS	42-177-33619
BARNHART 36H	GONZALES	TEXAS	42-177-33618
BARNHART 48H	GONZALES	TEXAS	
BARNHART 49H	GONZALES	TEXAS	
BARNHART 63H	GONZALES	TEXAS	
BARNHART 64H	GONZALES	TEXAS	
BARNHART 65H	GONZALES	TEXAS	
BARNHART 66H	GONZALES	TEXAS	
BARNHART 67H	GONZALES	TEXAS	
BARNHART 68H	GONZALES	TEXAS	
BARNHART 69H	GONZALES	TEXAS	
BARNHART C 05H	GONZALES	TEXAS	
BARNHART C 06H	GONZALES	TEXAS	
BARNHART G 01H	GONZALES	TEXAS	42-177-33731
BARNHART G 02H	GONZALES	TEXAS	42-177-33732
BARNHART G 03H	GONZALES	TEXAS	42-177-33733
BARNHART G 04H	GONZALES	TEXAS	42-177-33734
BARNHART G 06H	GONZALES	TEXAS	42-177-33740
BARNHART G 07H	GONZALES	TEXAS	42-177-33741
BARNHART G 08H	GONZALES	TEXAS	
BRISCOE CARLA RANCH 13HA	DIMMIT	TEXAS	42-127-37628
BRISCOE CARLA RANCH UNIT A 01H	DIMMIT	TEXAS	42-127-36445
BRISCOE CARLA RANCH UNIT A 02H	DIMMIT	TEXAS	42-127-36446
BRISCOE CARLA RANCH UNIT A 03H	DIMMIT	TEXAS	42-127-36447
BRISCOE CARLA RANCH UNIT A 04H	DIMMIT	TEXAS	42-127-36450
BRISCOE CARLA RANCH UNIT A 05H	DIMMIT	TEXAS	42-127-36449
BRISCOE CARLA RANCH UNIT B 01H	DIMMIT	TEXAS	42-127-36464
BRISCOE CARLA RANCH UNIT B 02H	DIMMIT	TEXAS	42-127-36465
BRISCOE CARLA RANCH UNIT B 03H	DIMMIT	TEXAS	42-127-36466
BRISCOE CARLA RANCH UNIT B 04H	DIMMIT	TEXAS	42-127-36468
BRISCOE CARLA RANCH UNIT B 05H	DIMMIT	TEXAS	42-127-36467
BRISCOE CARLA RANCH UNIT B 06H	DIMMIT	TEXAS	42-127-36469
BRISCOE CARLA RANCH UNIT B 07H	DIMMIT	TEXAS	42-127-36470
BRISCOE CATARINA NORTH 104H	DIMMIT	TEXAS	42-127-36819
BRISCOE CATARINA NORTH 105H	DIMMIT	TEXAS	42-127-36820
BRISCOE CATARINA NORTH 106H	DIMMIT	TEXAS	42-127-36810
BRISCOE CATARINA NORTH 107H	DIMMIT	TEXAS	42-127-36809
BRISCOE CATARINA NORTH 108H	DIMMIT	TEXAS	42-127-36811
BRISCOE CATARINA NORTH 109H	DIMMIT	TEXAS	42-127-36812
BRISCOE CATARINA NORTH 113H	DIMMIT	TEXAS	42-127-36816
BRISCOE CATARINA NORTH 114H	DIMMIT	TEXAS	42-127-36817
BRISCOE CATARINA NORTH 115H	DIMMIT	TEXAS	42-127-36818
BRISCOE CATARINA NORTH 117H	DIMMIT	TEXAS	42-127-36822
BRISCOE CATARINA NORTH 120H	DIMMIT	TEXAS	42-127-36828
BRISCOE CATARINA NORTH 122H	DIMMIT	TEXAS	42-127-36829
BRISCOE CATARINA NORTH 124H	DIMMIT	TEXAS	42-127-36831
BRISCOE CATARINA NORTH 127H	DIMMIT	TEXAS	42-127-36834
BRISCOE CATARINA NORTH 131H	DIMMIT	TEXAS	42-127-36865
BRISCOE CATARINA SOUTH 22HS	DIMMIT	TEXAS	42-127-37486

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Exhibit A
Wells

BRISCOE CATARINA SOUTH 22HT	DIMMIT	TEXAS	42-127-37487
BRISCOE CATARINA SOUTH 22HU	DIMMIT	TEXAS	42-127-37493
BRISCOE CATARINA SOUTH 22HV	DIMMIT	TEXAS	42-127-37494
BRISCOE CATARINA SOUTH 22HW	DIMMIT	TEXAS	42-127-37495
BRISCOE CATARINA SOUTH 22HX	DIMMIT	TEXAS	42-127-37496
BRISCOE CATARINA SOUTH 22HY	DIMMIT	TEXAS	42-127-37497
BRISCOE CATARINA SOUTH 22HZ	DIMMIT	TEXAS	42-127-37498
BRISCOE CATARINA SOUTH 23HR	DIMMIT	TEXAS	42-127-37515
BRISCOE CATARINA SOUTH 23HS	DIMMIT	TEXAS	42-127-37517
BRISCOE CATARINA SOUTH 23HT	DIMMIT	TEXAS	42-127-37518
BRISCOE CATARINA SOUTH 23HU	DIMMIT	TEXAS	42-127-37519
BRISCOE CATARINA SOUTH 23HV	DIMMIT	TEXAS	42-127-37520
BRISCOE CATARINA SOUTH 23HW	DIMMIT	TEXAS	42-127-37521
BRISCOE CATARINA SOUTH 23HX	DIMMIT	TEXAS	42-127-37522
BRISCOE CATARINA SOUTH 23HY	DIMMIT	TEXAS	42-127-37523
BRISCOE CATARINA SOUTH 23HZ	DIMMIT	TEXAS	42-127-37524
BRISCOE CATARINA WEST 01HV	DIMMIT	TEXAS	42-127-37672
BRISCOE CATARINA WEST 83H	DIMMIT	TEXAS	42-127-36874
BRISCOE CATARINA WEST 84H	DIMMIT	TEXAS	42-127-36875
BRISCOE CATARINA WEST 85H	DIMMIT	TEXAS	42-127-36876
BRISCOE CATARINA WEST 86H	DIMMIT	TEXAS	42-127-36877
BRISCOE CATARINA WEST 87H	DIMMIT	TEXAS	42-127-36878
BRISCOE CATARINA WEST 88H	DIMMIT	TEXAS	42-127-36879
BRISCOE CATARINA WEST 89H	DIMMIT	TEXAS	42-127-36880
BRISCOE CATARINA WEST 91H	DIMMIT	TEXAS	42-127-36882
BRISCOE CATARINA WEST 92H	DIMMIT	TEXAS	42-127-36883
BRISCOE CATARINA WEST 94H	DIMMIT	TEXAS	42-127-36886
BRISCOE CATARINA WEST 97H	DIMMIT	TEXAS	42-127-36888
BRISCOE CHUPADERA RANCH 03HA	WEBB	TEXAS	42-479-43761
BRISCOE CHUPADERA RANCH 03HB	WEBB	TEXAS	42-479-43762
BRISCOE CHUPADERA RANCH 03HC	WEBB	TEXAS	42-479-43763
BRISCOE CHUPADERA RANCH 03HD	WEBB	TEXAS	42-479-43764
BRISCOE COCHINA EAST RANCH 09DR	DIMMIT	TEXAS	42-127-37537
BRISCOE COCHINA EAST RANCH 09HE	DIMMIT	TEXAS	42-127-37536
BRISCOE COCHINA EAST RANCH 09HF	DIMMIT	TEXAS	42-127-37538
BRISCOE COCHINA EAST RANCH 09HX	DIMMIT	TEXAS	42-127-37539
BRISCOE COCHINA EAST RANCH 09HY	DIMMIT	TEXAS	42-127-37542
BRISCOE COCHINA EAST RANCH 09HZ	DIMMIT	TEXAS	42-127-37544
BRISCOE COCHINA EAST RANCH 133H	DIMMIT	TEXAS	42-283-34859
BRISCOE COCHINA EAST RANCH 136H	DIMMIT	TEXAS	42-283-34862
BRISCOE COCHINA EAST RANCH 137H	DIMMIT	TEXAS	42-283-34863
BRISCOE COCHINA EAST RANCH 138H	DIMMIT	TEXAS	42-283-34864
BRISCOE COCHINA EAST RANCH 139H	DIMMIT	TEXAS	42-283-34865
BRISCOE COCHINA EAST RANCH 144H	LASALLE	TEXAS	42-283-34870
BRISCOE COCHINA EAST RANCH 145HR	DIMMIT	TEXAS	42-283-35149
BRISCOE COCHINA EAST RANCH 147H	DIMMIT	TEXAS	42-283-34873
BRISCOE COCHINA EAST RANCH 57HB	DIMMIT	TEXAS	42-127-37616
BRISCOE COCHINA EAST RANCH 57HD	DIMMIT	TEXAS	42-127-37618
BRISCOE COCHINA WEST RANCH 06HV	DIMMIT	TEXAS	42-127-37470
BRISCOE COCHINA WEST RANCH 06HW	DIMMIT	TEXAS	42-127-37471
BRISCOE COCHINA WEST RANCH 06HX	DIMMIT	TEXAS	42-127-37472
BRISCOE COCHINA WEST RANCH 06HY	DIMMIT	TEXAS	42-127-37473
BRISCOE COCHINA WEST RANCH 06HZ	DIMMIT	TEXAS	42-127-37474
BRISCOE COCHINA WEST RANCH 08H	DIMMIT	TEXAS	42-127-34821

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Exhibit A
Wells

BRISCOE COCHINA WEST RANCH 09H	DIMMIT	TEXAS	42-127-34826
BRISCOE COCHINA WEST RANCH 100H	DIMMIT	TEXAS	42-127-36330
BRISCOE COCHINA WEST RANCH 10H	DIMMIT	TEXAS	42-127-34822
BRISCOE COCHINA WEST RANCH 13H	DIMMIT	TEXAS	42-127-34823
BRISCOE COCHINA WEST RANCH 14H	DIMMIT	TEXAS	42-127-34825
BRISCOE COCHINA WEST RANCH 15H	DIMMIT	TEXAS	42-127-34824
BRISCOE COCHINA WEST RANCH 31H	DIMMIT	TEXAS	42-127-34882
BRISCOE COCHINA WEST RANCH 32H	DIMMIT	TEXAS	42-127-34883
BRISCOE COCHINA WEST RANCH 33H	DIMMIT	TEXAS	42-127-34889
BRISCOE COCHINA WEST RANCH 34H	DIMMIT	TEXAS	42-127-34884
BRISCOE COCHINA WEST RANCH 35H	DIMMIT	TEXAS	42-127-34885
BRISCOE COCHINA WEST RANCH 36H	DIMMIT	TEXAS	42-127-35038
BRISCOE COCHINA WEST RANCH 37H	DIMMIT	TEXAS	42-127-35039
BRISCOE COCHINA WEST RANCH 38H	DIMMIT	TEXAS	42-127-35041
BRISCOE COCHINA WEST RANCH 45H	DIMMIT	TEXAS	42-127-35042
BRISCOE COCHINA WEST RANCH 46H	DIMMIT	TEXAS	42-127-35492
BRISCOE COCHINA WEST RANCH 78H	DIMMIT	TEXAS	42-127-36250
BRISCOE COCHINA WEST RANCH 79H	DIMMIT	TEXAS	42-127-36253
BRISCOE COCHINA WEST RANCH 80H	DIMMIT	TEXAS	42-127-36254
BRISCOE COCHINA WEST RANCH 81H	DIMMIT	TEXAS	42-127-36255
BRISCOE COCHINA WEST RANCH 82H	DIMMIT	TEXAS	42-127-36256
BRISCOE COCHINA WEST RANCH 83H	DIMMIT	TEXAS	42-127-36257
BRISCOE COCHINA WEST RANCH 84H	DIMMIT	TEXAS	42-127-36258
BRISCOE COCHINA WEST RANCH 85H	DIMMIT	TEXAS	42-127-36259
BRISCOE COCHINA WEST RANCH 86H	DIMMIT	TEXAS	42-127-36260
BRISCOE COCHINA WEST RANCH 87H	DIMMIT	TEXAS	42-127-36261
BRISCOE COCHINA WEST RANCH 96H	DIMMIT	TEXAS	42-127-36326
BRISCOE COCHINA WEST RANCH 97H	DIMMIT	TEXAS	42-127-36327
BRISCOE COCHINA WEST RANCH 98H	DIMMIT	TEXAS	42-127-36328
BRISCOE COCHINA WEST RANCH 99H	DIMMIT	TEXAS	42-127-36329
BRISCOE METCALF UNIT 01HU	DIMMIT	TEXAS	42-127-37610
BRISCOE METCALF UNIT 01HW	DIMMIT	TEXAS	42-127-37613
BRISCOE METCALF UNIT 01HY	DIMMIT	TEXAS	42-127-37599
BRISCOE METCALF UNIT 02HW	DIMMIT	TEXAS	42-127-37603
BRISCOE METCALF UNIT 02HY	DIMMIT	TEXAS	42-127-37607
CARLA SOUTH SPUR UNIT A 01H	DIMMIT	TEXAS	42-127-36476
CARLA SOUTH SPUR UNIT A 02H	DIMMIT	TEXAS	42-127-36480
CARLA SOUTH SPUR UNIT A 03H	DIMMIT	TEXAS	42-127-36481
DIAMOND H STATE UNIT A 01HT	DIMMIT	TEXAS	42-127-37621
DIAMOND H STATE UNIT A 01HV	DIMMIT	TEXAS	42-127-37562
DIAMOND H STATE UNIT A 01HW	DIMMIT	TEXAS	42-127-37563
DIAMOND H STATE UNIT A 01HY	DIMMIT	TEXAS	42-127-37565
DIAMOND H STATE UNIT A 01HZ	DIMMIT	TEXAS	42-127-37566
DIAMOND H STATE UNIT B 05H	DIMMIT	TEXAS	42-127-37081
DIAMOND H STATE UNIT B 07H	DIMMIT	TEXAS	42-127-37083
HARGIS 01H	ZAVALA	TEXAS	42-507-33263
HARGIS 02H	ZAVALA	TEXAS	42-507-33264
HAUSSER 01H	FRIO	TEXAS	42-163-33710
HAUSSER 02H	FRIO	TEXAS	42-163-33841
HAUSSER 03H	FRIO	TEXAS	42-163-33848
HAUSSER A 01H	FRIO	TEXAS	42-163-33987
HAUSSER A 02H	FRIO	TEXAS	42-163-33988
HAUSSER B 01H	FRIO	TEXAS	42-163-33993
HAUSSER B 03H	FRIO	TEXAS	42-163-33994

Exhibit A
Wells

HAUSSER B 04H	FRIO	TEXAS	42-163-33995
HAUSSER C 01H	FRIO	TEXAS	42-163-33989
HAUSSER C 02H	FRIO	TEXAS	42-163-33990
HAUSSER C 03H	FRIO	TEXAS	42-163-33991
HAUSSER C 04H	FRIO	TEXAS	42-163-33992
HAUSSER D 01H	FRIO	TEXAS	42-163-33944
HAUSSER D 02H	FRIO	TEXAS	42-163-33945
HAUSSER D 03H	FRIO	TEXAS	42-163-33946
HAUSSER D 04H	FRIO	TEXAS	42-163-33947
HAUSSER E 01H	FRIO	TEXAS	42-163-34034
HAUSSER E 02H	FRIO	TEXAS	42-163-34035
HAUSSER F 01H	FRIO	TEXAS	42-163-34047
HAUSSER F 02H	FRIO	TEXAS	42-163-34048
HAUSSER F 03H	FRIO	TEXAS	42-163-34049
HAUSSER F 04H	FRIO	TEXAS	42-163-34050
HAUSSER G 03H	FRIO	TEXAS	42-163-34051
HAUSSER G 04H	FRIO	TEXAS	42-163-34052
HAUSSER H 01H	FRIO	TEXAS	42-163-34044
HAUSSER H 02H	FRIO	TEXAS	42-163-34045
HAUSSER H 03H	FRIO	TEXAS	42-163-34053
HAUSSER H 04H	FRIO	TEXAS	42-163-34046
HAUSSER I 01H	FRIO	TEXAS	42-163-34054
HAUSSER I 02H	FRIO	TEXAS	42-163-34055
HAUSSER I 03H	FRIO	TEXAS	42-163-34056
HAUSSER I 04H	FRIO	TEXAS	42-163-34057
HAUSSER J 01H	FRIO	TEXAS	42-163-34036
HAUSSER J 02H	FRIO	TEXAS	42-163-34037
HAUSSER J 03H	FRIO	TEXAS	42-163-34041
HAUSSER J 04H	FRIO	TEXAS	42-163-34038
HAUSSER K 01H	FRIO	TEXAS	42-163-34027
HAUSSER K 02H	FRIO	TEXAS	42-163-34028
HAUSSER K 03H	FRIO	TEXAS	42-163-34022
HAUSSER K 04H	FRIO	TEXAS	42-163-34023
HAUSSER L 01H	FRIO	TEXAS	42-163-34024
HAUSSER L 02H	FRIO	TEXAS	42-163-34025
HAUSSER L 03H	FRIO	TEXAS	42-163-34026
HOLDSWORTH UNIT A 01HW	ZAVALA	TEXAS	42-507-33271
HOLDSWORTH UNIT A 01HX	ZAVALA	TEXAS	42-507-33272
HOLDSWORTH UNIT A 01HY	ZAVALA	TEXAS	42-507-33273
HOLDSWORTH UNIT B 01HZ	ZAVALA	TEXAS	42-507-33274
JOHN HOLDSWORTH UNIT ZAV 01H-B	ZAVALA	TEXAS	42-507-33252
LARS UNIT 02H	GONZALES	TEXAS	42-177-33769
LARS UNIT 04H	GONZALES	TEXAS	42-177-33771
LARS UNIT 05H	GONZALES	TEXAS	42-177-33770
NC PUD 02 (PILONCILLO A 7HJ)	DIMMIT	TEXAS	4212736564
NC PUD 03	DIMMIT	TEXAS	#N/A
NC PUD 04	DIMMIT	TEXAS	#N/A
NC PUD 05 (PILONCILLO A 7HF)	DIMMIT	TEXAS	4212736563
NC PUD 06	DIMMIT	TEXAS	#N/A
NC PUD 07	DIMMIT	TEXAS	#N/A
NC PUD 08	DIMMIT	TEXAS	#N/A
NC PUD 09	DIMMIT	TEXAS	#N/A
NC PUD 10	DIMMIT	TEXAS	#N/A
NC PUD 11	DIMMIT	TEXAS	#N/A

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Exhibit A
Wells

NC PUD 12	DIMMIT	TEXAS	#N/A
NC PUD 13	DIMMIT	TEXAS	#N/A
NC PUD 14	DIMMIT	TEXAS	#N/A
NC PUD 15	DIMMIT	TEXAS	#N/A
NC PUD 16	DIMMIT	TEXAS	#N/A
NC PUD 17	DIMMIT	TEXAS	#N/A
NC PUD 18	DIMMIT	TEXAS	#N/A
NC PUD 19	DIMMIT	TEXAS	#N/A
NC PUD 20	DIMMIT	TEXAS	#N/A
NC PUD 21	DIMMIT	TEXAS	#N/A
NC PUD 22	DIMMIT	TEXAS	#N/A
NELSON A 01H	DIMMIT	TEXAS	42-127-37270
NELSON A 02H	DIMMIT	TEXAS	42-127-37269
NORTH_EAST	DIMMIT	TEXAS	#N/A
NORTH_EAST	DIMMIT	TEXAS	#N/A
NORTH_EAST	DIMMIT	TEXAS	#N/A
NORTH_EAST	DIMMIT	TEXAS	#N/A
NORTH_EAST	DIMMIT	TEXAS	#N/A
NORTH_EAST	DIMMIT	TEXAS	#N/A
NORTH_EAST	DIMMIT	TEXAS	#N/A
NORTH_EAST	DIMMIT	TEXAS	#N/A
NORTH_EAST	DIMMIT	TEXAS	#N/A
NORTH_EAST	DIMMIT	TEXAS	#N/A
NORTH_EAST	DIMMIT	TEXAS	#N/A
NORTH_EAST	DIMMIT	TEXAS	#N/A
NW INFILL 04	DIMMIT	TEXAS	#N/A
PILONCILLO A 01HX	DIMMIT	TEXAS	42-127-37058
PILONCILLO A 01HY	DIMMIT	TEXAS	42-127-37059
PILONCILLO A 01HZ	DIMMIT	TEXAS	42-127-37060
PILONCILLO A 02H	DIMMIT	TEXAS	42-127-33766
PILONCILLO A 02HX	DIMMIT	TEXAS	
PILONCILLO A 02HY	DIMMIT	TEXAS	42-127-37055
PILONCILLO A 02HZ	DIMMIT	TEXAS	42-127-37056
PILONCILLO A 07HA	DIMMIT	TEXAS	42-127-34297
PILONCILLO A 07HG	DIMMIT	TEXAS	42-127-36540
PILONCILLO A 07HH	DIMMIT	TEXAS	42-127-36541
PILONCILLO A 07HI	DIMMIT	TEXAS	42-127-36542
PILONCILLO A 07HY	DIMMIT	TEXAS	42-127-36793
PILONCILLO A 07HZ	DIMMIT	TEXAS	42-127-36794
PILONCILLO A 08HE	DIMMIT	TEXAS	42-127-36994
PILONCILLO A 08HF	DIMMIT	TEXAS	42-127-36995
PILONCILLO A 08HG	DIMMIT	TEXAS	42-127-37000
PILONCILLO A 08HL	DIMMIT	TEXAS	42-127-34306
PILONCILLO A 09HX	DIMMIT	TEXAS	42-127-34514
PILONCILLO A 09HY	DIMMIT	TEXAS	42-127-34504
PILONCILLO A 09HZ	DIMMIT	TEXAS	42-127-34505
PILONCILLO A 10HD	DIMMIT	TEXAS	42-127-34681
PILONCILLO A 10HE	DIMMIT	TEXAS	42-127-36927
PILONCILLO A 10HF	DIMMIT	TEXAS	42-127-36928
PILONCILLO A 12HD	DIMMIT	TEXAS	42-127-37078
PILONCILLO A 12HE	DIMMIT	TEXAS	42-127-37079
PILONCILLO A 12HU	DIMMIT	TEXAS	42-127-37086
PILONCILLO A 12HV	DIMMIT	TEXAS	42-127-37087
PILONCILLO A 12HW	DIMMIT	TEXAS	42-127-37088

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Exhibit A
Wells

PILONCILLO A 14HA	DIMMIT	TEXAS	42-127-35089
PILONCILLO A 14HB	DIMMIT	TEXAS	42-127-35073
PILONCILLO A 14HD	DIMMIT	TEXAS	42-127-35082
PILONCILLO A 14HE	DIMMIT	TEXAS	42-127-35085
PILONCILLO A 16HU	DIMMIT	TEXAS	42-127-36929
PILONCILLO A 16HV	DIMMIT	TEXAS	42-127-36930
PILONCILLO A 16HX	DIMMIT	TEXAS	42-127-36932
PILONCILLO A 16HY	DIMMIT	TEXAS	42-127-36933
PILONCILLO A 16HZ	DIMMIT	TEXAS	42-127-36934
PILONCILLO A 17HU	DIMMIT	TEXAS	
PILONCILLO A 17HW	DIMMIT	TEXAS	
PILONCILLO A 17HX	DIMMIT	TEXAS	
PILONCILLO A 18HU	DIMMIT	TEXAS	42-127-37274
PILONCILLO A 18HV	DIMMIT	TEXAS	42-127-37275
PILONCILLO A 18HW	DIMMIT	TEXAS	42-127-37276
PILONCILLO A 18HX	DIMMIT	TEXAS	42-127-37278
PILONCILLO A 18HY	DIMMIT	TEXAS	42-127-37279
PILONCILLO A 18HZ	DIMMIT	TEXAS	42-127-37280
PILONCILLO A 20HT	DIMMIT	TEXAS	
PILONCILLO A 20HU	DIMMIT	TEXAS	
PILONCILLO A 20HW	DIMMIT	TEXAS	
PILONCILLO A 20HX	DIMMIT	TEXAS	
PILONCILLO A 20HZ	DIMMIT	TEXAS	
PILONCILLO A 21HA	DIMMIT	TEXAS	
PILONCILLO A 21HC	DIMMIT	TEXAS	
PILONCILLO A 21HD	DIMMIT	TEXAS	
PILONCILLO A 21HF	DIMMIT	TEXAS	
PILONCILLO A 21HG	DIMMIT	TEXAS	
PILONCILLO A 21HI	DIMMIT	TEXAS	
PILONCILLO A 21HR	DIMMIT	TEXAS	
PILONCILLO A 21HT	DIMMIT	TEXAS	
PILONCILLO A 21HU	DIMMIT	TEXAS	
PILONCILLO A 21HW	DIMMIT	TEXAS	
PILONCILLO A 21HX	DIMMIT	TEXAS	
PILONCILLO A 21HZ	DIMMIT	TEXAS	
PILONCILLO A 22HA	DIMMIT	TEXAS	
PILONCILLO A 22HC	DIMMIT	TEXAS	
PILONCILLO A 22HD	DIMMIT	TEXAS	
PILONCILLO A 22HF	DIMMIT	TEXAS	
PILONCILLO A 22HG	DIMMIT	TEXAS	
PILONCILLO A 22HI	DIMMIT	TEXAS	
PILONCILLO A 22HR	DIMMIT	TEXAS	
PILONCILLO A 22HT	DIMMIT	TEXAS	
PILONCILLO A 22HU	DIMMIT	TEXAS	
PILONCILLO A 22HW	DIMMIT	TEXAS	
PILONCILLO A 22HX	DIMMIT	TEXAS	
PILONCILLO A 22HZ	DIMMIT	TEXAS	
PILONCILLO A 23HA	DIMMIT	TEXAS	42-127-36939
PILONCILLO A 23HB	DIMMIT	TEXAS	42-127-36940
PILONCILLO A 23HD	DIMMIT	TEXAS	42-127-37334
PILONCILLO A 23HE	DIMMIT	TEXAS	42-127-37335
PILONCILLO A 23HF	DIMMIT	TEXAS	42-127-37336
PILONCILLO A 23HG	DIMMIT	TEXAS	42-127-37337
PILONCILLO A 23HH	DIMMIT	TEXAS	42-127-37338

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Exhibit A
Wells

PILONCILLO A 23HX	DIMMIT	TEXAS	42-127-36941
PILONCILLO A 24HY	DIMMIT	TEXAS	42-127-35467
PILONCILLO A 24HZ	DIMMIT	TEXAS	42-127-35469
PILONCILLO A 25HA	DIMMIT	TEXAS	42-127-37756
PILONCILLO A 25HB	DIMMIT	TEXAS	42-127-37757
PILONCILLO A 25HC	DIMMIT	TEXAS	42-127-37758
PILONCILLO A 25HD	DIMMIT	TEXAS	42-127-37759
PILONCILLO A 25HE	DIMMIT	TEXAS	42-127-3760
PILONCILLO A 25HF	DIMMIT	TEXAS	
PILONCILLO A 25HU	DIMMIT	TEXAS	
PILONCILLO A 25HV	DIMMIT	TEXAS	
PILONCILLO A 25HW	DIMMIT	TEXAS	
PILONCILLO A 25HX	DIMMIT	TEXAS	42-127-37263
PILONCILLO A 25HY	DIMMIT	TEXAS	42-127-37264
PILONCILLO A 25HZ	DIMMIT	TEXAS	42-127-37265
PILONCILLO A 26HA	DIMMIT	TEXAS	
PILONCILLO A 26HB	DIMMIT	TEXAS	
PILONCILLO A 26HC	DIMMIT	TEXAS	
PILONCILLO A 26HD	DIMMIT	TEXAS	
PILONCILLO A 26HE	DIMMIT	TEXAS	
PILONCILLO A 26HF	DIMMIT	TEXAS	
PILONCILLO A 26HU	DIMMIT	TEXAS	
PILONCILLO A 26HV	DIMMIT	TEXAS	
PILONCILLO A 26HW	DIMMIT	TEXAS	
PILONCILLO A 26HX	DIMMIT	TEXAS	
PILONCILLO A 26HY	DIMMIT	TEXAS	
PILONCILLO A 26HZ	DIMMIT	TEXAS	
PILONCILLO A 27HA	DIMMIT	TEXAS	
PILONCILLO A 27HB	DIMMIT	TEXAS	
PILONCILLO A 27HC	DIMMIT	TEXAS	
PILONCILLO A 27HD	DIMMIT	TEXAS	
PILONCILLO A 27HE	DIMMIT	TEXAS	
PILONCILLO A 27HF	DIMMIT	TEXAS	
PILONCILLO A 27HU	DIMMIT	TEXAS	
PILONCILLO A 27HV	DIMMIT	TEXAS	
PILONCILLO A 27HW	DIMMIT	TEXAS	
PILONCILLO A 27HX	DIMMIT	TEXAS	
PILONCILLO A 27HY	DIMMIT	TEXAS	
PILONCILLO A 27HZ	DIMMIT	TEXAS	
PILONCILLO A 28HA	DIMMIT	TEXAS	42-127-37339
PILONCILLO A 28HB	DIMMIT	TEXAS	42-127-37340
PILONCILLO A 28HC	DIMMIT	TEXAS	42-127-37341
PILONCILLO A 28HE	DIMMIT	TEXAS	42-127-37343
PILONCILLO A 28HV	DIMMIT	TEXAS	
PILONCILLO A 28HW	DIMMIT	TEXAS	
PILONCILLO A 28HX	DIMMIT	TEXAS	
PILONCILLO A 28HY	DIMMIT	TEXAS	
PILONCILLO A 28HZ	DIMMIT	TEXAS	
PILONCILLO A 29HT	DIMMIT	TEXAS	
PILONCILLO A 29HU	DIMMIT	TEXAS	
PILONCILLO A 29HV	DIMMIT	TEXAS	
PILONCILLO A 29HW	DIMMIT	TEXAS	
PILONCILLO A 29HX	DIMMIT	TEXAS	
PILONCILLO A 29HY	DIMMIT	TEXAS	

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Exhibit A
Wells

PILONCILLO A 29HZ	DIMMIT	TEXAS	
PILONCILLO A 30HB	DIMMIT	TEXAS	
PILONCILLO A 30HC	DIMMIT	TEXAS	
PILONCILLO A 30HD	DIMMIT	TEXAS	
PILONCILLO A 30HE	DIMMIT	TEXAS	
PILONCILLO A 30HF	DIMMIT	TEXAS	
PILONCILLO A 31HA	DIMMIT	TEXAS	42-127-37282
PILONCILLO A 31HB	DIMMIT	TEXAS	42-127-37283
PILONCILLO A 31HC	DIMMIT	TEXAS	42-127-37284
PILONCILLO A 31HD	DIMMIT	TEXAS	42-127-37285
PILONCILLO A 31HE	DIMMIT	TEXAS	42-127-37286
PILONCILLO A 33HV	DIMMIT	TEXAS	
PILONCILLO A 33HW	DIMMIT	TEXAS	
PILONCILLO A 33HY	DIMMIT	TEXAS	
PILONCILLO A 33HZ	DIMMIT	TEXAS	
PILONCILLO A 34HT	DIMMIT	TEXAS	
PILONCILLO A 34HU	DIMMIT	TEXAS	
PILONCILLO A 34HV	DIMMIT	TEXAS	
PILONCILLO A 34HW	DIMMIT	TEXAS	
PILONCILLO A 34HX	DIMMIT	TEXAS	
PILONCILLO A 34HY	DIMMIT	TEXAS	
PILONCILLO A 34HZ	DIMMIT	TEXAS	
PILONCILLO A 35HU	DIMMIT	TEXAS	
PILONCILLO A 35HV	DIMMIT	TEXAS	
PILONCILLO A 35HW	DIMMIT	TEXAS	
PILONCILLO A 35HX	DIMMIT	TEXAS	
PILONCILLO A 35HY	DIMMIT	TEXAS	
PILONCILLO A 35HZ	DIMMIT	TEXAS	
PILONCILLO A 36HU	DIMMIT	TEXAS	
PILONCILLO A 36HV	DIMMIT	TEXAS	
PILONCILLO A 36HW	DIMMIT	TEXAS	
PILONCILLO A 36HX	DIMMIT	TEXAS	
PILONCILLO A 36HY	DIMMIT	TEXAS	
PILONCILLO A 36HZ	DIMMIT	TEXAS	
PILONCILLO A 37HU	DIMMIT	TEXAS	
PILONCILLO A 37HV	DIMMIT	TEXAS	
PILONCILLO A 37HW	DIMMIT	TEXAS	
PILONCILLO A 37HX	DIMMIT	TEXAS	
PILONCILLO A 37HY	DIMMIT	TEXAS	
PILONCILLO A 37HZ	DIMMIT	TEXAS	
PILONCILLO A 38HU	DIMMIT	TEXAS	
PILONCILLO A 38HV	DIMMIT	TEXAS	
PILONCILLO A 38HW	DIMMIT	TEXAS	
PILONCILLO A 38HX	DIMMIT	TEXAS	
PILONCILLO A 38HY	DIMMIT	TEXAS	
PILONCILLO A 38HZ	DIMMIT	TEXAS	
PILONCILLO A 39HU	DIMMIT	TEXAS	
PILONCILLO A 39HV	DIMMIT	TEXAS	
PILONCILLO A 39HW	DIMMIT	TEXAS	
PILONCILLO A 39HX	DIMMIT	TEXAS	
PILONCILLO A 39HY	DIMMIT	TEXAS	
PILONCILLO A 39HZ	DIMMIT	TEXAS	
PILONCILLO A 40HU	DIMMIT	TEXAS	
PILONCILLO A 40HV	DIMMIT	TEXAS	

Exhibit A
Wells

PILONCILLO A 40HW	DIMMIT	TEXAS	
PILONCILLO A 40HX	DIMMIT	TEXAS	
PILONCILLO A 40HY	DIMMIT	TEXAS	
PILONCILLO A 40HZ	DIMMIT	TEXAS	
PILONCILLO A 41HV	DIMMIT	TEXAS	
PILONCILLO A 41HW	DIMMIT	TEXAS	42-127-37554
PILONCILLO A 41HX	DIMMIT	TEXAS	42-127-37555
PILONCILLO A 41HY	DIMMIT	TEXAS	42-127-37556
PILONCILLO A 41HZ	DIMMIT	TEXAS	42-127-37557
PILONCILLO B 01HB	DIMMIT	TEXAS	42-127-37317
PILONCILLO B 01HC	DIMMIT	TEXAS	42-127-37318
PILONCILLO B 01HY	DIMMIT	TEXAS	42-127-37319
PILONCILLO B 01HZ	DIMMIT	TEXAS	42-127-37320
PILONCILLO B 03HA	DIMMIT	TEXAS	42-127-37736
PILONCILLO B 03HC	DIMMIT	TEXAS	42-127-37738
PILONCILLO B 04HA	DIMMIT	TEXAS	42-127-37729
PILONCILLO B 04HB	DIMMIT	TEXAS	42-127-37730
PILONCILLO B 04HC	DIMMIT	TEXAS	42-127-37731
PILONCILLO B 06HZ	DIMMIT	TEXAS	42-127-37683
PILONCILLO B 07HX	DIMMIT	TEXAS	42-127-37684
PILONCILLO B 07HY	DIMMIT	TEXAS	42-127-37685
PILONCILLO B 07HZ	DIMMIT	TEXAS	42-127-37686
PILONCILLO B 10HA	DIMMIT	TEXAS	
PILONCILLO B 10HB	DIMMIT	TEXAS	
PILONCILLO B 10HC	DIMMIT	TEXAS	
PILONCILLO B 10HD	DIMMIT	TEXAS	
PILONCILLO B 10HE	DIMMIT	TEXAS	
PILONCILLO B 10HF	DIMMIT	TEXAS	
PILONCILLO B 11HA	DIMMIT	TEXAS	
PILONCILLO B 11HB	DIMMIT	TEXAS	
PILONCILLO B 11HC	DIMMIT	TEXAS	
PILONCILLO B 11HD	DIMMIT	TEXAS	
PILONCILLO B 11HE	DIMMIT	TEXAS	
PILONCILLO B 11HF	DIMMIT	TEXAS	
PILONCILLO B 14HB	DIMMIT	TEXAS	
PILONCILLO B 14HC	DIMMIT	TEXAS	
PILONCILLO C 01VH	DIMMIT	TEXAS	42-127-34360
PILONCILLO C 03HL	DIMMIT	TEXAS	42-127-35121
PILONCILLO C 04HY	DIMMIT	TEXAS	42-127-36509
PILONCILLO C 04HZ	DIMMIT	TEXAS	42-127-36511
PILONCILLO C 05HD	DIMMIT	TEXAS	42-127-36630
PILONCILLO C 05HE	DIMMIT	TEXAS	42-127-36565
PILONCILLO D 03HB	WEBB	TEXAS	42-479-43287
PILONCILLO D 03HC	WEBB	TEXAS	42-479-43288
PILONCILLO D 05HB	WEBB	TEXAS	42-479-41282
PILONCILLO D 05HY	WEBB	TEXAS	42-479-41286
PILONCILLO D 05HZ	WEBB	TEXAS	42-479-41285
PILONCILLO D 06HA	WEBB	TEXAS	42-479-41251
PILONCILLO D 07HA	WEBB	TEXAS	42-479-41351
PILONCILLO D 08HB	WEBB	TEXAS	42-479-41343
PILONCILLO D 08HD	WEBB	TEXAS	42-479-43285
PILONCILLO D 08HE	WEBB	TEXAS	42-479-43289
PILONCILLO D 08HF	WEBB	TEXAS	42-479-43290
PILONCILLO D 08HL	WEBB	TEXAS	42-479-41346

Exhibit A
Wells

PILONCILLO D 08HY	WEBB	TEXAS	42-479-43291
PILONCILLO D 08HZ	WEBB	TEXAS	42-479-43292
PILONCILLO D 09HE	WEBB	TEXAS	42-479-43056
PILONCILLO D 09HF	WEBB	TEXAS	42-479-43057
PILONCILLO D 09HG	WEBB	TEXAS	42-479-43058
PILONCILLO D 09HH	WEBB	TEXAS	42-479-43059
PILONCILLO D 10HB	WEBB	TEXAS	42-479-41453
PILONCILLO D 10HL	WEBB	TEXAS	42-479-41461
PILONCILLO D 12HA	WEBB	TEXAS	42-479-41618
PILONCILLO D 12HB	WEBB	TEXAS	42-479-41613
PILONCILLO D 13HD	WEBB	TEXAS	42-479-43314
PILONCILLO D 13HE	WEBB	TEXAS	42-479-43315
PILONCILLO D 15HA	WEBB	TEXAS	42-479-41698
PILONCILLO D 16HA	WEBB	TEXAS	42-479-41732
PILONCILLO D 16HC	WEBB	TEXAS	42-479-43203
PILONCILLO D 16HE	WEBB	TEXAS	42-479-43355
PILONCILLO D 16HY	WEBB	TEXAS	42-479-43205
PILONCILLO D 16HZ	WEBB	TEXAS	42-479-43206
PILONCILLO D 17HA	WEBB	TEXAS	42-479-41812
PILONCILLO D 17HB	WEBB	TEXAS	42-479-41814
PILONCILLO D 17HC	WEBB	TEXAS	42-479-41813
PILONCILLO D 17HD	WEBB	TEXAS	42-479-41815
PILONCILLO D 17HE	WEBB	TEXAS	42-479-41817
PILONCILLO D 17HF	WEBB	TEXAS	42-479-41818
PILONCILLO D 17HW	WEBB	TEXAS	42-479-42136
PILONCILLO D 17HX	WEBB	TEXAS	42-479-42137
PILONCILLO D 17HY	WEBB	TEXAS	42-479-42132
PILONCILLO D 17HZ	WEBB	TEXAS	42-479-42138
PILONCILLO D 18HA	WEBB	TEXAS	42-479-42033
PILONCILLO D 18HE	WEBB	TEXAS	42-479-42030
PILONCILLO D 18HF	WEBB	TEXAS	42-479-42032
PILONCILLO D 18HG	WEBB	TEXAS	42-479-42961
PILONCILLO D 18HH	WEBB	TEXAS	42-479-42962
PILONCILLO D 18HI	WEBB	TEXAS	42-479-42965
PILONCILLO D 18HJ	WEBB	TEXAS	42-479-42963
PILONCILLO D 18HK	WEBB	TEXAS	42-479-42966
PILONCILLO D 19HA	WEBB	TEXAS	42-479-42098
PILONCILLO D 19HB	WEBB	TEXAS	42-479-42100
PILONCILLO D 19HD	WEBB	TEXAS	42-479-42102
PILONCILLO D 19HE	WEBB	TEXAS	42-479-42103
PILONCILLO D 19HG	WEBB	TEXAS	42-479-43104
PILONCILLO D 19HH	WEBB	TEXAS	42-479-43106
PILONCILLO D 19HI	WEBB	TEXAS	42-479-43107
PILONCILLO D 19HZ	WEBB	TEXAS	42-479-43175
PILONCILLO D 20HA	WEBB	TEXAS	42-479-42207
PILONCILLO D 20HB	WEBB	TEXAS	42-479-42208
PILONCILLO D 20HD	WEBB	TEXAS	42-479-42210
PILONCILLO D 20HE	WEBB	TEXAS	42-479-42211
PILONCILLO D 20HV	WEBB	TEXAS	42-479-42212
PILONCILLO D 20HW	WEBB	TEXAS	42-479-42213
PILONCILLO D 20HX	WEBB	TEXAS	42-479-42206
PILONCILLO D 20HY	WEBB	TEXAS	42-479-42214
PILONCILLO D 20HZ	WEBB	TEXAS	42-479-42215
PILONCILLO D 21HA	WEBB	TEXAS	42-479-41678

Exhibit A
Wells

PILONCILLO D 21HC	WEBB	TEXAS	42-479-41680
PILONCILLO D 21HD	WEBB	TEXAS	42-479-41681
PILONCILLO D 22HA	WEBB	TEXAS	42-479-42226
PILONCILLO D 22HB	WEBB	TEXAS	42-479-42234
PILONCILLO D 22HD	WEBB	TEXAS	42-479-42228
PILONCILLO D 22HE	WEBB	TEXAS	42-479-42229
PILONCILLO D 22HF	WEBB	TEXAS	42-479-42230
PILONCILLO D 22HX	WEBB	TEXAS	42-479-42231
PILONCILLO D 22HY	WEBB	TEXAS	42-479-42232
PILONCILLO D 22HZ	WEBB	TEXAS	42-479-42233
PILONCILLO D 23HD	WEBB	TEXAS	42-479-41786
PILONCILLO D 23HE	WEBB	TEXAS	42-479-41787
PILONCILLO D 25HA	WEBB	TEXAS	42-479-42387
PILONCILLO D 25HB	WEBB	TEXAS	42-479-42399
PILONCILLO D 25HC	WEBB	TEXAS	42-479-42397
PILONCILLO D 25HD	WEBB	TEXAS	42-479-42388
PILONCILLO D 25HE	WEBB	TEXAS	42-479-42398
PILONCILLO D 25HF	WEBB	TEXAS	42-479-42389
PILONCILLO D 26HC	WEBB	TEXAS	42-479-42289
PILONCILLO D 26HN	WEBB	TEXAS	42-479-42979
PILONCILLO D 26HP	WEBB	TEXAS	42-479-42980
PILONCILLO D 26HT	WEBB	TEXAS	42-479-42303
PILONCILLO D 26HU	WEBB	TEXAS	42-479-42309
PILONCILLO D 26HV	WEBB	TEXAS	42-479-42304
PILONCILLO D 26HW	WEBB	TEXAS	42-479-42305
PILONCILLO D 26HX	WEBB	TEXAS	42-479-42306
PILONCILLO D 26HY	WEBB	TEXAS	42-479-42307
PILONCILLO D 26HZ	WEBB	TEXAS	42-479-42308
PILONCILLO D 33HC	WEBB	TEXAS	
PILONCILLO D 33HD	WEBB	TEXAS	
PILONCILLO D 33HE	WEBB	TEXAS	
PILONCILLO D 33HF	WEBB	TEXAS	
PILONCILLO D 33HH	WEBB	TEXAS	
PILONCILLO D 34HA	WEBB	TEXAS	
PILONCILLO D 34HB	WEBB	TEXAS	
PILONCILLO D 34HC	WEBB	TEXAS	
PILONCILLO D 34HD	WEBB	TEXAS	
PILONCILLO D 34HE	WEBB	TEXAS	
PILONCILLO E 02HB	WEBB	TEXAS	42-479-43558
PILONCILLO E 02HC	WEBB	TEXAS	42-479-43559
PILONCILLO E 02HD	WEBB	TEXAS	42-479-43560
PILONCILLO E 02HE	WEBB	TEXAS	42-479-43561
PILONCILLO E 06HB	WEBB	TEXAS	42-479-41735
PILONCILLO E 06HD	WEBB	TEXAS	42-479-41737
PILONCILLO E 06HE	WEBB	TEXAS	42-479-41738
PILONCILLO E 06HF	WEBB	TEXAS	42-479-43201
PILONCILLO E 06HG	WEBB	TEXAS	42-479-43202
PILONCILLO E 07HA	WEBB	TEXAS	42-479-43241
PILONCILLO E 07HB	WEBB	TEXAS	42-479-43242
PILONCILLO E 07HC	WEBB	TEXAS	42-479-43441
PILONCILLO E 07HD	WEBB	TEXAS	42-479-43440
PILONCILLO E 14HA	WEBB	TEXAS	42-479-43648
PILONCILLO E 14HB	WEBB	TEXAS	42-479-43649
PILONCILLO E 14HC	WEBB	TEXAS	42-479-43650

Exhibit A
Wells

PILONCILLO E 14HD	WEBB	TEXAS	42-479-43651
PILONCILLO E 14HF	WEBB	TEXAS	42-479-43653
PILONCILLO E 14HG	WEBB	TEXAS	42-479-43654
PILONCILLO E 15HA	WEBB	TEXAS	42-479-43322
PILONCILLO E 15HB	WEBB	TEXAS	42-479-43323
PILONCILLO E 15HC	WEBB	TEXAS	42-479-43324
PILONCILLO E 15HT	WEBB	TEXAS	42-479-43325
PILONCILLO E 15HU	WEBB	TEXAS	42-479-43326
PILONCILLO E 15HV	WEBB	TEXAS	42-479-42170
PILONCILLO E 20HA	WEBB	TEXAS	42-479-43656
PILONCILLO E 20HB	WEBB	TEXAS	42-479-43657
PILONCILLO E 20HC	WEBB	TEXAS	42-479-43658
PILONCILLO E 20HD	WEBB	TEXAS	42-479-43659
PILONCILLO E 20HE	WEBB	TEXAS	42-479-43660
PILONCILLO E 20HF	WEBB	TEXAS	42-479-43661
PILONCILLO E 20HG	WEBB	TEXAS	42-479-43662
PILONCILLO E 21HA	WEBB	TEXAS	42-479-43452
PILONCILLO E 21HB	WEBB	TEXAS	42-479-43453
PILONCILLO E 21HC	WEBB	TEXAS	42-479-43454
PILONCILLO E 21HD	WEBB	TEXAS	42-479-43455
PILONCILLO E 21HE	WEBB	TEXAS	42-479-43456
PILONCILLO E 22HB	WEBB	TEXAS	42-479-43445
PILONCILLO E 22HC	WEBB	TEXAS	42-479-43446
PILONCILLO E 22HD	WEBB	TEXAS	42-479-43447
PILONCILLO E 27HX	WEBB	TEXAS	
PILONCILLO E 27HY	WEBB	TEXAS	
PILONCILLO E 27HZ	WEBB	TEXAS	
PILONCILLO E 28HC	WEBB	TEXAS	42-479-00000
PILONCILLO E 28HD	WEBB	TEXAS	42-479-00000
PILONCILLO E 28HE	WEBB	TEXAS	42-479-00000
PILONCILLO E 28HW	WEBB	TEXAS	
PILONCILLO E 28HX	WEBB	TEXAS	
PILONCILLO E 28HY	WEBB	TEXAS	
PILONCILLO E 28HZ	WEBB	TEXAS	
PILONCILLO E 29HA	WEBB	TEXAS	42-479-00000
PILONCILLO E 29HB	WEBB	TEXAS	42-479-00000
PILONCILLO E 29HC	WEBB	TEXAS	42-479-00000
PILONCILLO E 29HD	WEBB	TEXAS	42-479-00000
PILONCILLO E 29HE	WEBB	TEXAS	42-479-00000
PILONCILLO E 29HV	WEBB	TEXAS	
PILONCILLO E 29HW	WEBB	TEXAS	
PILONCILLO E 29HX	WEBB	TEXAS	
PILONCILLO E 29HY	WEBB	TEXAS	
PILONCILLO E 29HZ	WEBB	TEXAS	
PILONCILLO E 30HA	WEBB	TEXAS	42-479-00000
PILONCILLO E 30HB	WEBB	TEXAS	42-479-00000
PILONCILLO E 30HC	WEBB	TEXAS	42-479-00000
PILONCILLO E 30HD	WEBB	TEXAS	42-479-00000
PILONCILLO E 30HE	WEBB	TEXAS	42-479-00000
PILONCILLO E 30HV	WEBB	TEXAS	
PILONCILLO E 30HW	WEBB	TEXAS	
PILONCILLO E 30HX	WEBB	TEXAS	
PILONCILLO E 30HY	WEBB	TEXAS	
PILONCILLO E 31HA	WEBB	TEXAS	42-479-00000

901 02666 26 01102

Exhibit A
Wells

PILONCILLO E 31HB	WEBB	TEXAS	42-479-00000
PILONCILLO E 31HC	WEBB	TEXAS	42-479-00000
PILONCILLO E 31HD	WEBB	TEXAS	42-479-00000
PILONCILLO E 31HE	WEBB	TEXAS	42-479-00000
PILONCILLO E 31HV	WEBB	TEXAS	
PILONCILLO E 31HW	WEBB	TEXAS	
PILONCILLO E 31HX	WEBB	TEXAS	
PILONCILLO E 31HY	WEBB	TEXAS	42-479-43855
PILONCILLO E 31HZ	WEBB	TEXAS	42-479-43856
PILONCILLO E 32HA	WEBB	TEXAS	42-479-43744
PILONCILLO E 32HB	WEBB	TEXAS	42-479-43745
PILONCILLO E 32HC	WEBB	TEXAS	42-479-43746
PILONCILLO E 32HD	WEBB	TEXAS	42-479-43747
PILONCILLO E 32HE	WEBB	TEXAS	42-479-43751
PILONCILLO E 32HF	WEBB	TEXAS	42-479-00000
PILONCILLO E 32HV	WEBB	TEXAS	
PILONCILLO E 32HW	WEBB	TEXAS	
PILONCILLO E 32HX	WEBB	TEXAS	
PILONCILLO E 32HY	WEBB	TEXAS	
PILONCILLO E 32HZ	WEBB	TEXAS	
PILONCILLO E 33HA	WEBB	TEXAS	42-479-43493
PILONCILLO E 33HB	WEBB	TEXAS	42-479-43500
PILONCILLO E 33HW	WEBB	TEXAS	
PILONCILLO E 33HX	WEBB	TEXAS	
PILONCILLO E 33HY	WEBB	TEXAS	42-479-43501
PILONCILLO E 33HZ	WEBB	TEXAS	42-479-43502
PILONCILLO E 34HV	WEBB	TEXAS	42-479-43569
PILONCILLO E 34HW	WEBB	TEXAS	42-479-43571
PILONCILLO E 34HX	WEBB	TEXAS	42-479-43570
PILONCILLO E 34HY	WEBB	TEXAS	42-479-43576
PILONCILLO E 34HZ	WEBB	TEXAS	42-479-43577
PILONCILLO E 35HV	WEBB	TEXAS	42-479-43563
PILONCILLO E 35HW	WEBB	TEXAS	42-479-43564
PILONCILLO E 35HX	WEBB	TEXAS	42-479-43565
PILONCILLO E 35HY	WEBB	TEXAS	42-479-43566
PILONCILLO E 35HZ	WEBB	TEXAS	42-479-43567
PILONCILLO E 36HW	WEBB	TEXAS	42-479-43572
PILONCILLO E 36HX	WEBB	TEXAS	42-479-43573
PILONCILLO E 36HY	WEBB	TEXAS	42-479-43574
PILONCILLO E 36HZ	WEBB	TEXAS	42-479-43575
PILONCILLO E 39HA	WEBB	TEXAS	
PILONCILLO E 39HC	WEBB	TEXAS	
PILONCILLO E 39HE	WEBB	TEXAS	
PILONCILLO E 39HF	WEBB	TEXAS	
PILONCILLO E 44HA	DIMMIT	TEXAS	42-127-37418
PILONCILLO E 44HB	DIMMIT	TEXAS	42-127-37419
PILONCILLO E 44HC	DIMMIT	TEXAS	42-127-37499
PILONCILLO E 44HX	DIMMIT	TEXAS	42-127-37501
PILONCILLO F 01HZ	DIMMIT	TEXAS	42-127-36513
PILONCILLO F 05HA	WEBB	TEXAS	42-479-43473
PILONCILLO F 05HB	WEBB	TEXAS	42-479-43474
PILONCILLO F 05HY	WEBB	TEXAS	42-479-43475
PILONCILLO F 05HZ	WEBB	TEXAS	42-479-43476
ROGERS DENTONIO 31 UNIT 01HA	DIMMIT	TEXAS	42-127-37529

Exhibit A
Wells

ROGERS DENTONIO 31 UNIT 01HB	DIMMIT	TEXAS	42-127-37530
ROGERS DENTONIO 31 UNIT 01HC	DIMMIT	TEXAS	42-127-37531
ROGERS DENTONIO 31 UNIT 01HD	DIMMIT	TEXAS	42-127-37533
ROGERS DENTONIO 31 UNIT 07H	DIMMIT	TEXAS	42-127-37041
ROGERS DENTONIO 31 UNIT 08H	DIMMIT	TEXAS	42-127-37042
ROGERS DENTONIO 31 UNIT 09H	DIMMIT	TEXAS	42-127-37043
ROGERS DENTONIO 31 UNIT 10H	DIMMIT	TEXAS	42-127-37044
ROGERS DENTONIO 31 UNIT 11H	DIMMIT	TEXAS	42-127-37045
SHACKELFORD 01H	FRIO	TEXAS	42-163-33950
SOUTH SPUR RANCH 03H	DIMMIT	TEXAS	42-127-36374
SOUTH SPUR RANCH 04H	DIMMIT	TEXAS	42-127-36375
SOUTH SPUR UNIT B 01H	DIMMIT	TEXAS	42-127-36676
SOUTH SPUR UNIT B 02H	DIMMIT	TEXAS	42-127-36677
SOUTH SPUR UNIT B 03H	DIMMIT	TEXAS	42-127-36678
SOUTH SPUR UNIT B 04H	DIMMIT	TEXAS	42-127-36679
SOUTH SPUR UNIT B 05H	DIMMIT	TEXAS	42-127-36680
SOUTH SPUR UNIT B 06H	DIMMIT	TEXAS	42-127-36681
SOUTH SPUR UNIT B 07H	DIMMIT	TEXAS	42-127-36682
STUMBERG RANCH 56H	DIMMIT	TEXAS	42-127-37221
VALYN CLARA A 01H	FRIO	TEXAS	42-163-34015
VALYN CLARA A 02H	FRIO	TEXAS	42-163-34016
VALYN CLARA A 03H	FRIO	TEXAS	42-163-34017
VALYN CLARA B 01H	FRIO	TEXAS	42-163-34006
VALYN CLARA B 02H	FRIO	TEXAS	42-163-34007
VALYN CLARA B 03H	FRIO	TEXAS	42-163-34008
VOTAW UNIT 02H	DIMMIT	TEXAS	42-127-37326
VOTAW UNIT 03H	DIMMIT	TEXAS	42-127-37355

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Exhibit B

Existing Mortgage

1. Mortgage, Deed of Trust, Security Agreement, Financing Statement and Assignment of Production, dated as of May 31, 2013, from SN Cotulla Assets, LLC, to Charles R. Salmon, as trustee for the benefit of Royal Bank of Canada, as administrative agent, as recorded on June 13, 2013, in Volume 0475, Page 0098, as Instrument #29007, in Dimmit County, Texas, as amended by that certain Partial Release, dated effective as of July 1, 2016, as recorded on December 2, 2016, in Volume 581, Page 737, as Instrument #43289, in Dimmit County, Texas and that certain Partial Release, dated as of December 9, 2016, as recorded on December 28, 2016, in Volume 583, Page 106, as Instrument #43442, in Dimmit County, Texas, as amended by that certain Second Amendment and Supplement to Mortgage, Deed of Trust, Security Agreement, Financing Statement and Assignment of Production, dated as of January 16, 2018, from SN Cotulla Assets, LLC, to Charles R. Salmon, as trustee for the benefit of Royal Bank of Canada, as administrative agent and collateral agent, as recorded on February 5, 2018, in Volume 611, Page 658, as Instrument #46893, in Dimmit County, Texas and that certain Master Reaffirmation and Assignment and Assumption of Liens and Security Interests, dated as of February 14, 2018, by and among Sanchez Energy Corporation, a Delaware corporation, the Grantor, the other grantors party thereto, Royal Bank of Canada, as administrative agent and as collateral agent, Delaware Trust Company, as trustee, the Collateral Trustee and the other parties party thereto, as recorded on March 23, 2018, in Volume 0613, Page 0601, as Instrument # 47198, in Dimmit County, Texas.

2. Mortgage, Deed of Trust, Security Agreement, Financing Statement and Assignment of Production, dated as of May 31, 2013, from SN Cotulla Assets, LLC, to Charles R. Salmon, as trustee for the benefit of Royal Bank of Canada, as administrative agent, as recorded on June 4, 2013, in Volume 0136, Page 812, as Instrument #0137138, in Frio County, Texas, as amended by that certain Partial Release, dated as of December 9, 2016, as recorded on December 21, 2016, in Volume 214, Page 677, as Instrument #147905, in Frio County, Texas, as amended by that certain Second Amendment and Supplement to Mortgage, Deed of Trust, Security Agreement, Financing Statement and Assignment of Production, dated as of January 16, 2018, from SN Cotulla Assets, LLC, to Charles R. Salmon, as trustee for the benefit of Royal Bank of Canada, as administrative agent and collateral agent, as recorded on January 29, 2018, in Volume 234, Page 544, as Instrument #0150694, in Frio County, Texas and that certain Master Reaffirmation and Assignment and Assumption of Liens and Security Interests, dated as of February 14, 2018, by and among Sanchez Energy Corporation, a Delaware corporation, the Grantor, the other grantors party thereto, Royal Bank of Canada, as administrative agent and as collateral agent, Delaware Trust Company, as trustee, the Collateral Trustee and the other parties party thereto, as recorded on March 14, 2018, in Volume 0237, Page 0233, as Instrument # 0151051 in Frio County, Texas.

3. Mortgage, Deed of Trust, Security Agreement, Financing Statement and Assignment of Production, dated as of May 31, 2013, from SN Cotulla Assets, LLC, to Charles R.

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Salmon, as trustee for the benefit of Royal Bank of Canada, as administrative agent, as recorded on June 4, 2013, in Volume 707, Page 407, as Document #00105138, in La Salle County, Texas, as amended by that certain Partial Release, dated effective as of July 1, 2016, as recorded on December 1, 2016, in Volume 937, Page 1, as Document #123886, in La Salle County, Texas, that certain Partial Release, dated as of December 9, 2016, as recorded on December 21, 2016, in Volume 938, Page 462, as Document #124032, in La Salle County, Texas, that certain Partial Release, dated effective as of August 1, 2017, as recorded on September 22, 2017, in Volume 971, Page 194, as Document #126414, in La Salle County, Texas and that certain Master Reaffirmation and Assignment and Assumption of Liens and Security Interests, dated as of February 14, 2018, by and among Sanchez Energy Corporation, a Delaware corporation, the Grantor, the other grantors party thereto, Royal Bank of Canada, as administrative agent and as collateral agent, Delaware Trust Company, as trustee, the Collateral Trustee and the other parties party thereto, as recorded on March 16, 2018, in Volume 988, Page 134, as Instrument # 00127705 in La Salle County, Texas.

4. Mortgage, Deed of Trust, Security Agreement, Financing Statement and Assignment of Production, dated as of May 31, 2013, from SN Cotulla Assets, LLC, to Charles R. Salmon, as trustee for the benefit of Royal Bank of Canada, as administrative agent, as recorded on June 4, 2013, in Volume 0344, Page 0661, as Instrument #087139, in Zavala County, Texas, as amended by that certain First Amendment and Supplement to Mortgage, Deed of Trust, Security Agreement, Financing Statement and Assignment of Production, dated as of August 31, 2016, from SN Cotulla Assets, LLC, to Charles R. Salmon, as trustee for the benefit of Royal Bank of Canada, as administrative Agent, as recorded on September 19, 2016, in Volume 0390, Page 0578, as Instrument #093291, in Zavala County, Texas and that certain Partial Release, dated as of December 9, 2016, as recorded on December 21, 2016, in Volume 393, Page 475, as Instrument #93699, in Zavala County, Texas, as amended by that certain Second Amendment and Supplement to Mortgage, Deed of Trust, Security Agreement, Financing Statement and Assignment of Production, dated as of January 16, 2018, from SN Cotulla Assets, LLC, to Charles R. Salmon, as trustee for the benefit of Royal Bank of Canada, as administrative agent and collateral agent, as recorded on January 29, 2018, in Volume 405, Page 216, as Instrument #095303, in Zavala County, Texas and that certain Master Reaffirmation and Assignment and Assumption of Liens and Security Interests, dated as of February 14, 2018, by and among Sanchez Energy Corporation, a Delaware corporation, the Grantor, the other grantors party thereto, Royal Bank of Canada, as administrative agent and as collateral agent, Delaware Trust Company, as trustee, the Collateral Trustee and the other parties party thereto, as recorded on March 16, 2018, in Volume 0406, Page 0353, as Instrument # 095492, in Zavala County, Texas.

FILED FOR RECORD
AARON T. IBARRA - COUNTY CLERK
FRIO COUNTY, TEXAS

INST NO: 0154824

FILED ON: JULY 01, 2019 AT 03:56pm

THIS INSTRUMENT CONTAINED 53 PAGES AT FILING

COUNTY COURT
FRIO COUNTY TEXAS

THE STATE OF TEXAS COUNTY OF FRIO
I hereby certify that this instrument was filed on the date and time stamped hereon and recorded in the volume and page of named record of Frio County, and stamped hereon by me.
DATE: JULY 01, 2019
AARON T. IBARRA, COUNTY CLERK

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OPR RECORDS

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EXHIBIT 12

Exhibit Withheld for Confidentiality[1]

[1] This Exhibit is entirely confidential or highly confidential pursuant to the Stipulated Protective Order, Dkt. No. 306. This Exhibit totals 49 pages and has been withheld, rather than redacted in full.

EXHIBIT 13

NOTICE OF CORRECTION
UNDER §5.028, TEXAS PROPERTY CODE

AMENDED AND RESTATED MORTGAGE, DEED OF TRUST, SECURITY AGREEMENT, FINANCING STATEMENT AND ASSIGNMENT OF PRODUCTION

Date: July 24, 2019

Notices:

SN Cotulla Assets, LLC
1000 Main Street, Suite 3000
Houston, Texas 77002

CHARLES R. SALMON
2800 Post Oak Boulevard, Suite 3900
Houston, Texas 77056

CHARLES R. SALMON
609 Main Street, Suite 3600
Houston, Texas 77002

ROYAL BANK OF CANADA
2800 Post Oak Boulevard, Suite 3900
Houston, Texas 77056

ROYAL BANK OF CANADA
609 Main Street, Suite 3600
Houston, Texas 77002

ROYAL BANK OF CANADA
Agency Services Group
222 Bay Street, 26th Floor
Toronto, Ontario, M5K 1H6
Attention: Manager Agency Services

ROYAL BANK OF CANADA
Agency Services Group
200 Bay Street, Main Floor
Toronto, Ontario, M5J 2J5
Attention: Manager Agency Services

Re: Official Public Records of Real Property of Frio County, Texas, Volume 239, Page 368 and under Instrument No. 0151351.

This letter serves as notice that at the time of the recording of the Amended and Restated Mortgage, Deed of Trust, Security Agreement, Financing Statement and Assignment of Production, dated effective as of April 13, 2018 (the "Original Instrument"), from SN Cotulla Assets, LLC (the Grantor as defined in the Original Instrument) unto Charles R. Salmon (the Trustee as defined in the Original Instrument) for the benefit of Royal Bank of Canada (the Mortgagee and the Collateral Trustee as defined in the Original Instrument), a non-material error (as defined in §5.028 of the Texas Property Code) was made.

Pursuant to the requirements contained in §5.028 of the Texas Property Code, the attached Correction Affidavit instrument will be filed for record to correct that error.

Sincerely,

Randy Nichols
Chief Executive Officer, Cinco Energy Management Group, LLC

CORRECTION AFFIDAVIT
UNDER §5.028, TEXAS PROPERTY CODE

AMENDED AND RESTATED MORTGAGE, DEED OF TRUST, SECURITY AGREEMENT, FINANCING STATEMENT AND ASSIGNMENT OF PRODUCTION

Date: July 24, 2019

Description of the Original Instrument (the "Original Instrument"): Amended and Restated Mortgage, Deed of Trust, Security Agreement, Financing Statement and Assignment of Production, dated effective as of April 13, 2018, recorded in the Official Public Records of Real Property of Frio County, Texas, Volume 239, Page 368 under Instrument No. 0151351, from SN Cotulla Assets, LLC (the Grantor as defined in the Original Instrument) unto Charles R. Salmon (the Trustee as defined in the Original Instrument) for the benefit of Royal Bank of Canada (the Mortgagee and the Collateral Trustee as defined in the Original Instrument).

BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared Randy Nichols ("Affiant"), who upon oath did depose and state that the following statements are true and correct and within the personal knowledge of Affiant:

1. My full legal name is Randy Nichols, and I am over the age of eighteen (18) years and qualified to make this Affidavit.

2. On July 1, 2019, a Correction Affidavit dated June 26, 2019 and executed by Amanda Adams was recorded in the Official Public Records of Real Property of Frio County, Texas, at Volume 266, Page 1 and under Instrument No. 0154823 (the "Original Correction Affidavit") in connection with the Original Instrument.

3. The Original Correction Affidavit was correct in the certifications contained therein but had the incorrect Exhibit A attached thereto.

4. This Correction Affidavit replaces and supersedes in its entirety the Original Correction Affidavit for purposes of (i) replacing the original incorrect Exhibit A (that was attached to the Original Correction Affidavit) with the correct Exhibit A (which is attached hereto) and (ii) re-confirming the corrections previously made under the Original Correction Affidavit.

5. I am employed as the Chief Executive Officer of Cinco Energy Management Group, LLC, who is acting on behalf of one or more of the Priority Lien Secured Parties (as defined in the Original Instrument). On or about April 13, 2018 the Original Instrument was executed by the parties thereto, and having reviewed the pertinent documents related to the transaction and the public records associated with the Original Instrument and the relevant documents referenced therein, I have personal knowledge of all facts relevant to the correction of the Original Instrument.

6. I am making this Affidavit as a correction instrument pursuant to the terms of §5.028 of the Texas Property Code, to make and re-confirm the following non-material changes that result from clerical and/or inadvertent errors and/or ambiguities in the Original Instrument:

A. On page 1 of 7 of Exhibit A of the Original Instrument, the legal description for Lease No. T0463045 reads:

T0463045	KOENNING, ROY ALLEN	EOG RESOURCES INC	2/10/2009	2/10/2012	999	837	239874	De Witt	TX

The foregoing legal description for Lease No. T0463045 is hereby changed to read:

T0463045	KOENNING, ROY ALLEN	EOG RESOURCES INC	2/10/2009	2/10/2012	999 434	837 1	239874 89879	Gonzales DeWitt	TX

B. On page 1 of 7 of Exhibit A of the Original Instrument, the legal description for Lease No. T0616002-001 reads:

T0616002-001	BRISCOE RANCH INC.	EDWARD G VAUGHAN	12/1/2005	11/30/2007	329	138	7002	Dimmit	TX

The foregoing legal description for Lease No. T0616002-001 is hereby changed to read:

T0616002-001	BRISCOE RANCH INC.	EDWARD G VAUGHAN	12/1/2005	11/30/2007	329 330 458 460	138 379 515 230	7002 7250 78892 79159	Dimmit Dimmit La Salle La Salle	TX

C. On page 1 of 7 of Exhibit A of the Original Instrument, the legal description for Lease No. T0619007-001 reads:

T0619007-001	EVELYN I METCALF	ANADARKO E&P COMPANY LP	9/23/2010	9/23/2013	402	201	17630	Dimmit	TX

The foregoing legal description for Lease No. T0619007-001 is hereby changed to read:

T0619007-001	EVELYN I METCALF	ANADARKO E&P COMPANY LP	9/23/2010	9/23/2013	415	461	19563	Dimmit	TX

D. On page 2 of 7 of Exhibit A of the Original Instrument, the legal description for Lease No. T0619007-019 reads:

T0619007-019	FRANCES ANN SINCLAIR	ANADARKO E&P COMPANY LP	3/18/2011	3/18/2016	406	736	18414	Dimmit	TX

The foregoing legal description for Lease No. T0619007-001 is hereby changed to read:

T0619007-019	FRANCES ANN SINCLAIR	ANADARKO E&P COMPANY LP	3/18/2011	3/18/2016	504	218	32420	Dimmit	TX

E. On page 6 of 7 of Exhibit A of the Original Instrument, the legal description for Lease No. T0615001 reads:

T0615001	HARRISON INTERESTS, LTD.	P RANCH WORKING INTEREST, LLC	5/12/2010	5/12/2013	2943	294	1072987	Dimmit	TX

The foregoing legal description for Lease No. T0615001 is hereby changed to read:

T0615001	HARRISON INTERESTS, LTD.	P RANCH WORKING INTEREST, LLC	5/12/2010	5/12/2013	2943 386 505	294 510 161	1072987 15055 86051	Webb Dimmit La Salle	TX

F. On page 6 of 7 of Exhibit A of the Original Instrument, the legal description for Lease No. T0474005 reads:

T0474005	HAUSSER, ROBERT JR, ET AL	SEP HOLDINGS II LLC	6/7/2010	6/6/2013	314	128	0126770	Frio	TX

The foregoing legal description for Lease No. T0474005 is hereby changed to read:

T0474005	HAUSSER, ROBERT JR, ET AL	SEP HOLDINGS II LLC	6/7/2010	6/6/2013	314 76	128 625	81407 126770	Zavala Frio	TX

G. On page 6 of 7 of Exhibit A of the Original Instrument, the legal description for Lease No. T0463003 reads:

T0463003	PILGRIM LAKE, LTD.	SEP HOLDINGS II LLC	8/25/2008	8/25/2013	989	143	237576	Gonzales	TX

The foregoing legal description for Lease No. T0463003 is hereby changed to read:

T0463003	PILGRIM LAKE, LTD.	SEP HOLDINGS II LLC	8/25/2008	8/25/2013	989 269	143 759	237576 61055	Gonzales DeWitt	TX

H. On page 7 of 7 of Exhibit A of the Original Instrument, the legal description for Lease No. T0616002-002 reads:

T0616002-002	MOODY FOUNDATION ET AL	EDWARD G VAUGHAN	12/1/2005	11/30/2007	460	233	79160	La Salle	TX

The foregoing legal description for Lease No. T0616002-002 is hereby changed to read:

T0616002-002	MOODY FOUNDATION ET AL	EDWARD G VAUGHAN	12/1/2005	11/30/2007	460 329	233 487	79160 7079	La Salle Dimmit	TX

7. The Original Instrument is hereby corrected and changed to read as described above with each such correction and change being a non-material change to the Original Instrument within the meaning of §5.028 of the Texas Property Code.

8. I have attached to Exhibit A hereto a copy of the Original Instrument with the above-described corrections marked on Exhibit A of the copy.

9. I have given notice of this correction of the Original Instrument by sending a copy of this Correction Affidavit by courier or overnight mail to each party in the Original Instrument in accordance with §5.028(d)(2) of the Texas Property Code.

[Signatures appear on the following page]

AFFIANT

(Print Name): Randy Nichols
Chief Executive Officer, Cinco Energy Management Group, LLC

THE STATE OF TEXAS

COUNTY OF HARRIS

This instrument was acknowledged before me on July 24, 2019, by Randy Nichols.

SEVIE NICHOLS
Notary Public, State of Texas
Comm. Expires 06-05-2022
Notary ID 131592677

Notary Public in and for
The State of Texas

My Commission Expires: 06-05-2022

4836-6646-0317.5

Exhibit A
[Marked Correction to the Original Instrument]

[Attached]

STATE OF TEXAS

COUNTIES OF DIMMIT, FRIO, LA SALLE, AND ZAVALA

AMENDED AND RESTATED MORTGAGE, DEED OF TRUST,
SECURITY AGREEMENT, FINANCING STATEMENT
AND ASSIGNMENT OF PRODUCTION
FROM
SN COTULLA ASSETS, LLC
TO
CHARLES R. SALMON, TRUSTEE
FOR THE BENEFIT OF ROYAL BANK OF CANADA, AS COLLATERAL TRUSTEE,
AS MORTGAGEE,

TO BE EFFECTIVE April 13, 2018 (THE "EFFECTIVE DATE")

THIS INSTRUMENT IS, AMONG OTHER THINGS, A FINANCING STATEMENT UNDER THE UNIFORM COMMERCIAL CODE COVERING MINERALS AND THE LIKE (INCLUDING OIL AND GAS), ACCOUNTS RESULTING FROM THE SALE OF MINERALS AND THE LIKE (INCLUDING OIL AND GAS), AS-EXTRACTED COLLATERAL, AND GOODS WHICH ARE, OR ARE TO BECOME, FIXTURES ON THE REAL PROPERTY HEREIN DESCRIBED. THE OIL AND GAS INTERESTS OR ACCOUNTS, INCLUDING AS-EXTRACTED COLLATERAL, INCLUDED IN THE MORTGAGED PROPERTY WILL BE FINANCED AT THE WELLHEADS LOCATED ON THE REAL PROPERTY DESCRIBED IN EXHIBIT A ATTACHED HERETO. THIS INSTRUMENT IS TO BE RECORDED IN THE REAL ESTATE RECORDS OF THE COUNTY RECORDER OF EACH COUNTY IN EACH STATE IN WHICH IS SITUATED ANY OF THE COLLATERAL COVERED HEREBY. THE REAL PROPERTY SUBJECT HERETO IS DESCRIBED IN EXHIBIT A ATTACHED HERETO.

THIS INSTRUMENT CONTAINS AFTER ACQUIRED PROPERTY PROVISIONS.

GRANTOR OWNS A RECORD INTEREST IN THE MORTGAGED PROPERTY.

A POWER OF SALE HAS BEEN GRANTED IN THIS MORTGAGE. A POWER OF SALE MAY ALLOW THE MORTGAGEE TO TAKE THE MORTGAGED PROPERTY AND SELL IT WITHOUT GOING TO COURT IN A FORECLOSURE ACTION UPON DEFAULT BY THE GRANTOR UNDER THIS MORTGAGE.

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.

RECORDED COUNTERPARTS SHOULD BE RETURNED TO:

Latham & Watkins LLP
811 Main Street, Suite 3700
Houston, Texas 77002
ATTN: Dee Alaniz

STATE OF TEXAS

COUNTIES OF DIMMIT, FRIO, LA SALLE, AND ZAVALA

AMENDED AND RESTATED MORTGAGE, DEED OF TRUST, SECURITY AGREEMENT, FINANCING STATEMENT AND ASSIGNMENT OF PRODUCTION

This Amended and Restated Mortgage, Deed of Trust, Security Agreement, Financing Statement and Assignment of Production (this "Mortgage") is executed to be effective as of the Effective Date and is from SN Cotulla Assets, LLC, a Texas limited liability company ("Grantor"), whose address is 1000 Main Street, Suite 3000, Houston, Texas 77002, unto Charles R. Salmon, Trustee ("Trustee"), for the benefit of the Mortgagee (defined below), whose address is 2800 Post Oak Blvd., Suite 3900, Houston, Texas, 77056, and is for the benefit of Royal Bank of Canada, as collateral trustee (the "Collateral Trustee") under that certain Collateral Trust Agreement (as defined below) on behalf of all present and future Priority Lien Secured Parties (as defined in the Collateral Trust Agreement) (in such capacity, the "Mortgagee").

WHEREAS, Grantor entered into that certain Mortgage, Deed of Trust, Security Agreement, Financing Statement and Assignment of Production (as amended, amended and restated, supplemented or otherwise modified from time to time prior to the Effective Date, the "Existing Mortgage") more particularly described on Exhibit B attached hereto;

WHEREAS, pursuant to that certain Master Reaffirmation and Assignment and Assumption of Liens and Security Interests, dated as of February 14, 2018, by and among Sanchez Energy Corporation, a Delaware corporation (the "Borrower"), the Grantor, the other grantors party thereto, Royal Bank of Canada, as administrative agent and as collateral agent (the "Credit Agreement Agent"), Delaware Trust Company, as trustee (the "Indenture Trustee"), the Collateral Trustee and the other parties party thereto, the Credit Agreement Agent assigned to the Collateral Trustee all of the liens, including the Existing Mortgage, securing the obligations under that certain Third Amended and Restated Credit Agreement, dated as of February 14,

2018, by and among the Borrower, the lenders party thereto from time to time, and the Credit Agreement Agent, as may be amended, amended and restated, supplemented or otherwise modified from time to time (the "Credit Agreement");

WHEREAS, the Collateral Trustee has agreed to act as collateral trustee on behalf of all present and future Priority Lien Secured Parties (as defined in the Collateral Trust Agreement and as used herein, the "Secured Parties") with respect to the Mortgaged Property (as hereinafter defined) under that certain Collateral Trust Agreement, dated as of February 14, 2018, by and among the Borrower, the Grantor, the other grantors party thereto, the Indenture Trustee, the Collateral Trustee, the Credit Agreement Agent and each other secured party representative party thereto from time to time, as amended, amended and restated, supplemented or otherwise modified from time to time (the "Collateral Trust Agreement"; unless otherwise defined herein, all terms with their initial letter capitalized shall have the meaning given such terms in the Collateral Trust Agreement either directly or by reference to another agreement); and

WHEREAS, the Grantor and the Collateral Trustee desire to amend and restate the terms, conditions and provisions of the Existing Mortgage in their entirety, as set forth in this Mortgage.

NOW, THEREFORE, the parties hereto hereby agree that (i) the liens of the Existing Mortgage are hereby consolidated so that together they shall hereinafter constitute in law but one first mortgage and a single lien, securing the Obligations (as defined below); (ii) solely to the extent not included on Exhibit A attached hereto, any property described in the Existing Mortgages is hereby released, and the Collateral Trustee hereby releases any such property, from the security interest created under the Existing Mortgage and shall not be subject to the security interest created hereby; and (iii) all the terms, conditions, and provisions of the Existing Mortgage (including Exhibit A attached thereto), as so consolidated, are hereby amended and restated in their entirety to read as hereinafter set forth:

NOW, THEREFORE, Grantor, for and in consideration of the sum of $1,000.00 and other good and valuable consideration, in hand paid by Mortgagee, the receipt and adequacy of which are hereby acknowledged and confessed by Grantor, and for and in consideration of the debt and purposes hereinafter set forth, to secure the full and complete payment and performance of the Obligations and to secure the performance of the covenants, obligations, agreements and undertakings of Grantor hereinafter described, has MORTGAGED, GRANTED, BARGAINED, SOLD, PLEDGED, ASSIGNED, CONVEYED, TRANSFERRED and SET OVER and by these presents does hereby MORTGAGE, GRANT, BARGAIN, SELL, PLEDGE, ASSIGN, CONVEY, TRANSFER and SET OVER unto Trustee and Trustee's substitutes or successors, and his and their assigns, for the benefit of the Mortgagee, all of Grantor's right, title and interest in and to the following items of real and personal property and interests, whether now owned or hereafter acquired by Grantor under applicable Law (as defined below) or in equity (collectively, the "Mortgaged Property"), the inclusion of certain specific types and items of property and interests in one or more of the following paragraphs is not intended in any way to limit the effect of the more general descriptions:

A. All those certain oil, gas and mineral leases and the estates created thereby, royalty interests, overriding royalty interests, production payments, net profits interests, fee interests, carried interests, reversionary interests and all other rights, titles, interests or estates

described on Exhibit A attached hereto and made a part hereof, whether such rights, titles, interests or estates are completely and accurately described therein or not (all of which rights, titles, interests and estates described in this Paragraph A are hereinafter, together with the rights, title, interests and estates described in the following Paragraph B, collectively referred to as the "Subject Interests"). The terms "oil, gas and mineral leases" and "leases", as used in this instrument and in Exhibit A, each includes, in addition to oil, gas and mineral leases, oil and gas leases, oil, gas and sulphur leases, other mineral leases, co-lessor's agreements and extensions, amendments, ratifications and subleases of all or any of the foregoing, all as may be appropriate.

B. All present and future rights, titles, interests and estates in and to present and future drilling, spacing, proration or production units, as created by the terms of any unitization, communitization and pooling agreements, and all properties, property rights and estates created thereby which include, belong or appertain to the Subject Interests, including, without limitation, all such units formed voluntarily or under or pursuant to any Law (as defined below) relating to any of the Subject Interests (all of which rights, titles, interests and estates described in this Paragraph B are hereinafter included within the term "Subject Interests"). As used herein, the term "Law" or "Laws" means all applicable statutes, laws, ordinances, regulations, orders, writs, injunctions, or decrees of any state, commonwealth, nation, territory, possession, county, township, parish, municipality, or Tribunal, and the term "Tribunal" means any court or governmental department, commission, board, bureau, agency, or instrumentality of the United States or of any state, commonwealth, nation, territory, possession, county, parish, or municipality, whether now or hereafter constituted or existing.

C. All present and future oil, gas, casinghead gas, condensate, drip gasoline, natural gasoline, distillate, all other liquid or gaseous hydrocarbons produced or to be produced in conjunction with the Subject Interests, all products, by-products and all other substances derived therefrom or the processing thereof; and all other similar minerals now or hereafter accruing to, attributable to, or produced from, the Subject Interests or to which Grantor now or hereafter may be entitled as a result of, or by virtue of, Grantor's ownership of the Subject Interests (collectively, "Hydrocarbons").

D. All present and future sulphur, lignite, coal, uranium, thorium, iron, geothermal steam, water, carbon dioxide, helium and all other minerals, ores or substances of value (whether similar to the foregoing or not) attributable to, or produced from, the Subject Interests, and the products and proceeds therefrom, including, without limitation, all gas resulting from the in-situ combustion of coal or lignite now or hereafter accruing to, attributable to or produced from the Subject Interests or to which Grantor now or hereafter may be entitled as a result of or by virtue of Grantor's ownership of the Subject Interests (collectively, "Other Minerals").

E. All present and future oil and gas wells, disposal and injection wells, rigs, platforms, improvements, fixtures, machinery, pipe and other equipment, inventory and articles of personal property, now owned or hereafter acquired by Grantor found in, on, or under any of the Subject Interests, including, without limitation, connection apparatus and flow lines from wells to tanks, wells, pipelines, gathering lines, trunk lines, lateral lines, flow lines, compressor, dehydration and pumping equipment, pumping plants, gas plants, processing plants, pumps, dehydration units, separators, heater treaters, valves, gauges, meters, derricks, rig substructures, buildings, tanks, reservoirs, tubing, rods, liquid extractors, engines, boilers, tools, appliances,

cables, wires, tubular goods, machinery, supplies and any and all other equipment, inventory and articles of personal property of any kind or character whatsoever appurtenant to, or used or held for use in connection with, the production of Hydrocarbons or Other Minerals from the Subject Interests, or now or hereafter located on any of the lands (the "Lands") encumbered by any of the Subject Interests, or used on or about the Lands in connection with the operations thereon, together with all present and future improvements or products of; accessions, attachments and other additions to, tools, parts and equipment used in connection with, and substitutes and replacements for, all or any part of the foregoing (all of the types or items of property and interests described in this Paragraph E are hereinafter collectively referred to as the "Personal Property and Fixtures").

F. All present and future rights, titles, interests and estates now owned or hereafter acquired by Grantor (including, without limitation, all rights to receive payments) under or by virtue of all easements, permits, licenses, rights-of-way, surface leases, franchises, servitudes, division orders, transfer orders and other agreements relating or pertaining to purchasing, exchanging, exploring for, developing, operating, treating, processing, storing, marketing or transporting Hydrocarbons now or hereafter found in, on or under, or produced from, any of the Subject Interests, or under or by virtue of any contract relating in any way to all or any part of the Mortgaged Property otherwise described herein, including, without limitation, farmout contracts, farmin contracts, operating or joint operating agreements, trade letter agreements and all agreements creating rights-of-way for ingress and egress to and from the Subject Interests (all of such rights, titles, interests and estates referred to or described in this Paragraph F are hereinafter collectively referred to as the "Subject Contracts").

G. All present and future accounts (including, but not limited to, all open accounts receivable and accounts receivable arising under or pursuant to any joint operating agreements, division orders or other agreements, documents or instruments relating to any of the Subject Interests), general intangibles, chattel paper, documents, instruments, cash and noncash proceeds, in each case, accruing or attributable to the Subject Interests or to which Grantor now or hereafter may be entitled as a result of or by virtue of Grantor's ownership of the Subject Interests, together with all other rights arising from or by virtue of, or from the voluntary or involuntary sale or other disposition of, or collections with respect to, or insurance proceeds payable with respect to, or proceeds payable by virtue of warranty or other claims against manufacturers of, or claims against any other Person with respect to, all or any part of the Mortgaged Property described in this Paragraph G (all of which types and items of property and interests described in this Paragraph G are hereinafter collectively referred to as the "Accounts").

H. All present and future tenements, hereditaments, appurtenances, profits and properties in anywise appertaining, belonging, affixed or incidental to, or used or useful in connection with, all or any part of the Mortgaged Property otherwise described herein, including without limitation, all reversions, remainders, carried interests, tolls, rents, revenues, issues, proceeds, earnings, income, products, profits, deposits, easements, permits, licenses, servitudes, surface leases, rights-of-way and franchises relating to all or any part of the Mortgaged Property.

I. All present and future lease records, well records, production records and accounting and other records and files which relate to all or any part of the Mortgaged Property otherwise described herein, and all maps, data bases, manuals, information and data which relate

to any of the foregoing, including without limitation engineering, geological, geophysical and seismic data and any interpretations of any of the foregoing, except any and all items to which assignments are prohibited by Persons other than Affiliates of Grantor or which are subject to confidentiality provisions in favor of Persons who are not Affiliates of Grantor.

J. All other interests of every kind and character which Grantor now has or at any time hereafter acquires in the items of property and interests described in Paragraphs A, B, C, D, E, F, G, H and I preceding and the Proceeds and products of all of the foregoing, whether now owned or hereafter acquired to the extent assignable.

To further secure the full and complete payment and performance of the Obligations, Grantor hereby grants to Mortgagee and Mortgagee's successors in title and assigns a first and prior security interest in and to all of the Grantor's right, title, and interest in and to the following types and items of property and interests (all of which are included within the term "Mortgaged Property"): (a) all present and future Personal Property and Fixtures, Subject Contracts and Accounts; (b) all present and future Hydrocarbons, Other Minerals and as-extracted collateral insofar as the same accrue to, attribute to or are produced from the Subject Interests and consist of minerals or the like (including oil and gas), as defined in and subject to the Uniform Commercial Code as enacted, amended and in effect in each jurisdiction in which any of the Mortgaged Property is situated (the "UCC"), and for which the creation and perfection of a security interest or lien therein is governed by the provisions of the UCC; (c) all present and future Mortgaged Property consisting of accounts, contract rights, general intangibles, chattel paper, documents, instruments, inventory, equipment, fixtures and other goods and articles of personal property of any kind or character defined in and subject to the UCC; (d) all present and future increases, profits, combinations, reclassifications, improvements and products of, accessions, attachments and other additions to, tools, parts and equipment used in connection with, and substitutes and replacements for, all or any part of the Mortgaged Property described in this or any other clause of this paragraph; (e) all present and future accounts (including, but not limited to, all open accounts receivable and accounts receivable arising under or pursuant to any joint operating agreements, division orders or other agreements, documents or instruments relating to any of the Subject Interests), contract rights, general intangibles, chattel paper, documents, instruments, cash and noncash proceeds, in each case, accruing or attributable to the Subject Interests or to which Grantor now or hereafter may be entitled as a result of or by virtue of Grantor's ownership of the Subject Interests, together with all other rights arising from or by virtue of, or from the voluntary or involuntary sale or other disposition of, or collections with respect to, or insurance proceeds payable with respect to, or proceeds payable by virtue of warranty or other claims against manufacturers of, or claims against any other Person with respect to all or any part of the Hydrocarbons or the Other Minerals attributable to, or produced from the Subject Interests or the Mortgaged Property described in this or any other clause of this paragraph; and (f) all present and future security for the payment to Grantor of any of the Mortgaged Property described in this or any other clause of this paragraph and goods which gave or will give rise to any of such Mortgaged Property or are evidenced, identified, or represented therein or thereby; provided that, nothing in this paragraph shall be deemed to permit any action prohibited by this instrument or by terms incorporated in this instrument.

Upon the occurrence and continuance of a Priority Lien Debt Default, and subject to the Collateral Trust Agreement, Mortgagee and Mortgagee's successors in title and assigns are now and shall be entitled to all of the rights, remedies, powers, privileges and benefits (hereinafter collectively referred to as "Rights") afforded a secured party by the UCC with reference to the Mortgaged Property in which Mortgagee has been granted a security interest herein, or Trustee or Mortgagee may proceed as to all or any part of the Mortgaged Property, whether real or personal property, in accordance with the Rights granted under this instrument in respect of the real property covered hereby, the Rights under this paragraph being cumulative of and in addition to, those granted Trustee or Mortgagee under any other provision of this instrument or under any other instrument executed in connection with or as security for the Obligations.

To the extent that any of the Mortgaged Property is not subject to the UCC, Grantor hereby assigns to Mortgagee and Mortgagee's successors in title and assigns all of Grantor's rights, titles and interests in and to the Mortgaged Property to secure the full and complete payment and performance of the Obligations.

TO HAVE AND TO HOLD the Mortgaged Property, together with all and singular the rights, privileges, contracts, hereditaments and appurtenances now or hereafter, at any time before the foreclosure or release hereof, in anywise appertaining or belonging thereto, unto Trustee and Trustee's successors or substitutes, for the uses and purposes hereinafter set forth, forever. Grantor hereby binds and obligates Grantor and Grantor's successor in title and permitted assigns to warrant and forever defend, all and singular, the Mortgaged Property unto Trustee and Trustee's successors or substitutes, against the lawful claims of any and all Persons whomsoever claiming or to claim the same or any part thereof.

Notwithstanding any provision in this Mortgage or any other agreement or instrument to the contrary, the Grantor does not grant any security interest or lien hereunder in, and the terms "Mortgaged Property", "Personal Property and Fixtures", "Subject Contracts", "Accounts", "Hydrocarbons", and "Other Minerals" shall not include, any Excluded Asset (as defined in that certain Second Amended and Restated Security and Pledge Agreement, dated as of February 14, 2018, among the Borrower, the guarantors party thereto from time to time and the Collateral Trustee, as amended, amended and restated, supplemented or otherwise modified from time to time).

Notwithstanding any provision in this Mortgage or any other agreement or instrument to the contrary, no Excluded Structure (defined below) shall secure any Obligations (defined below) consisting of Indebtedness (as defined in the Collateral Trust Agreement) owing pursuant to the Senior Credit Facility (as defined in the Collateral Trust Agreement) or any Refinancing Credit Facility.

For the purposes of this Mortgage, "Excluded Structure" shall mean, collectively, any Building (as defined in the applicable Flood Insurance Regulation) or Manufactured (Mobile) Home (as defined in the applicable Flood Insurance Regulation) located on the real property described on Exhibit "A" attached hereto.

For the purposes of this Mortgage, "Flood Insurance Regulations" shall mean (i) the National Flood Insurance Act of 1968 as now or hereafter in effect or any successor statute thereto, (ii) the Flood Disaster Protection Act of 1973 as now or hereafter in effect or any successor statue thereto, (iii) the National Flood Insurance Reform Act of 1994 (amending 42 USC 4001, et seq.), as the same may be amended or recodified from time to time, and (iv) the Flood Insurance Reform Act of 2004 and any regulations promulgated thereunder.

The covenants and promises of this instrument shall be covenants running with the land, and each and every subsequent owner of any part of the Mortgaged Property covenants and agrees that such owner will perform, observe, and comply with each and every covenant and condition hereof. Grantor may not, without the prior written consent of Mortgagee, assign any Rights, duties or obligations hereunder.

SECTION 1. THE OBLIGATIONS.

This instrument and all Rights, titles, interests and Liens created hereby or arising by virtue hereof are given to secure payment and performance of the Priority Lien Obligations (as defined in the Collateral Trust Agreement, the "Obligations").

Notwithstanding any provision in this Mortgage to the contrary, (i) in no event is any Excluded Swap Obligation (as defined in the Credit Agreement) included in the definition of "Obligations" and (ii) this Mortgage is subject in all respects to the provisions of Section 12.22(b) of the Credit Agreement regarding Excluded Swap Obligations.

SECTION 2. REPRESENTATIONS, WARRANTIES AND COVENANTS.

2.1. Grantor represents and warrants to Mortgagee and to Trustee as follows as of the Effective Date:

(a) The representations and warranties set forth in each Priority Lien Document pertaining to Grantor are incorporated herein by reference as if set forth herein and each such representation and warranty is true and correct.

(b) (i) Grantor has good and defensible title to the Subject Interests (to the extent of the undivided interests specified on Exhibit A), good and defensible title to the Subject Contracts, and good title to all personal Properties that are Mortgaged Property, in each case, free and clear of all Liens except Permitted Liens; (ii) all rentals, royalties and other amounts due and payable by Grantor in respect thereof (and, to the best of Grantor's knowledge without independent investigation, all rentals, royalties and other amounts due and payable by third parties in respect thereof) have been duly paid or provided for, in each case except (Y) for amounts that are being contested in good faith by appropriate proceedings and for which Grantor has set aside on its books adequate reserves in accordance with GAAP (as defined in the Credit Agreement) or (Z) to the extent that the failure to pay or provide therefor could not reasonably be expected to result in a Material Adverse Effect (as defined in the Credit Agreement); and (iii) all leases or subleases comprising a part of the Subject Interests or the Subject Contracts are

in full force and effect (except to the extent that the failure thereof to be in full force and effect could not reasonably be expected to result in a Material Adverse Effect).

2.2. Grantor, for Grantor and Grantor's successors and permitted assigns, covenants and agrees with Mortgagee to perform and observe each and all of the covenants and agreements of Grantor set forth in the Priority Lien Documents, subject to any applicable grace periods provided in each Priority Lien Document (and any waiver, consent, cure or amendment under any such Priority Lien Document shall automatically constitute a corresponding waiver, consent, cure or amendment hereunder).

SECTION 3. DEFAULTS AND REMEDIES.

3.1. Upon the occurrence and during the continuance of a Priority Lien Debt Default, subject to and in accordance with the applicable provisions of the Collateral Trust Agreement, and to any mandatory requirements or limitations of applicable Law then in force, Mortgagee may do, or may direct Trustee to do, any one or more of the following:

(a) If Grantor has failed to keep or perform any covenant whatsoever contained in any Priority Lien Document, Mortgagee may, at its option, perform or attempt to perform such covenant. Any payment made or expense incurred in the performance or attempted performance of any such covenant shall be a part of the Obligations, and Grantor promises, upon demand, to pay to Mortgagee, at such place as Mortgagee may direct by written notice, all sums so advanced or paid by Mortgagee, with interest at the rate of eight and one-quarter percent per annum (8¼%) (the "Default Rate") from the date when paid or incurred by Mortgagee. No such payment by Mortgagee shall constitute a waiver of any Priority Lien Debt Default. In addition to the Liens hereof, Mortgagee shall be subrogated to all Rights and Liens securing the payment of any debt, claim, Tax (as defined in the Credit Agreement) or assessment for the payment of which Mortgagee may make an advance, or which Mortgagee may pay.

(b) Mortgagee may, without notice, demand, notice of intent to accelerate or protest, notice of acceleration or notice of protest, all of which are hereby expressly waived by Grantor and all other parties obligated in any manner whatsoever on the Obligations, declare the entire unpaid balance of the Obligations, or any part thereof, immediately due and payable, and upon such declaration, the Obligations so declared to be due and payable shall be immediately due and payable, and the Liens hereof shall then be subject to foreclosure in accordance with applicable Law.

(c) A POWER OF SALE HAS BEEN GRANTED IN THIS MORTGAGE. A POWER OF SALE MAY ALLOW THE MORTGAGEE OR TRUSTEE TO TAKE THE MORTGAGED PROPERTY AND SELL IT WITHOUT GOING TO COURT IN A FORECLOSURE ACTION UPON DEFAULT BY THE GRANTOR UNDER THIS MORTGAGE.

Mortgagee may, where permitted by Law, request Trustee to proceed with foreclosure, and in such event Trustee is hereby authorized and empowered, and it shall be his special duty, upon such request of Mortgagee, and to the extent permitted by applicable Law, to

sell all or any part of the Mortgaged Property at one or more sales, as an entirety or in parcels, at such place or places and otherwise in such manner and upon such notice as may be required by applicable Law, or, in the absence of any such requirement, as Trustee or Mortgagee may deem appropriate, and to make conveyance to the purchaser or purchasers thereof. Any such sale shall be made to the highest bidder or bidders, at the courthouse door of the county wherein the Mortgaged Property is situated; provided that, if the Mortgaged Property is situated in more than one county, such sales of the Mortgaged Property, or part thereof, may be made in any county wherein any part of the Mortgaged Property is situated. Any such sale shall be made at public outcry; between the hours of ten o'clock a.m. and four o'clock p.m. on the first Tuesday in any month, after having given notice of such sale by posting, or causing to be posted, written or printed notice at the courthouse door in the county, or if more than one, then in each of the counties, where the Subject Interests then subject to the Liens of this instrument are situated, which notice shall designate the county where the Mortgaged Property (or the part thereof to be sold) will be sold, and which notice shall be posted for at least three consecutive weeks before the day of sale, and Mortgagee shall, at least 21 calendar days preceding the date of sale, serve written notice of the proposed sale by certified mail on Grantor or other Person obligated to pay the Obligation according to the records of Mortgagee. If the applicable Law in force as of the Effective Date hereof should hereafter be amended to require a different notice of sale applicable to sales of property of the nature of the Mortgaged Property under powers of sale conferred by deeds of trust, Trustee may, in his sole discretion, to the extent permitted by applicable Law, give either the notice of sale required by applicable Law in effect on the Effective Date or the notice of sale prescribed by the amended Law and nothing herein shall be deemed to require Mortgagee or Trustee to do, and Mortgagee and Trustee shall not be required to do, any act other than as required by applicable Law in effect at the time of any such sale. After such sale, Trustee shall make to the purchaser or purchasers thereunder good and sufficient deeds, assignments or bills of sale in the name of Grantor, conveying or transferring the Mortgaged Property, or any part thereof, so sold to the purchaser or purchasers containing such warranties of title as are customarily given, which warranties shall be binding upon Grantor.

Sale of a part of the Mortgaged Property shall not exhaust the power of sale, but sales may be made from time to time until the Obligations are paid and performed in full. It shall not be necessary to have present or to exhibit at any such sale any of the Personal Property and Fixtures. In addition to the Rights and other powers of sale granted under the preceding provisions of this Section 3.1(c), upon the occurrence and during the continuation of any Priority Lien Debt Default, Mortgagee may, subject to, and in accordance with, the applicable provisions of the Collateral Trust Agreement, at its option, at once or at any time thereafter while any matured installment remains unpaid, without declaring the entire Obligations to be due and payable, orally or in writing, enforce, or direct Trustee to enforce (as provided by applicable Law), the Liens created by this instrument and sell the Mortgaged Property subject to such matured indebtedness and the Liens securing its payment, in the same manner, on the same terms, at the same place and time and after having given notice in the same manner, all as provided in the preceding provisions of this Section 3.1(c). After such sale, Mortgagee or Trustee (as

provided by applicable Law) shall make due conveyance to the purchaser or purchasers. Sales made without maturing the Obligations may be made hereunder whenever there is a Priority Lien Debt Default in the payment of any installment of the Obligations without exhausting the power of sale granted hereby and without affecting in any way the power of sale granted under this Section 3.1(c), the unmatured balance of the Obligations (except as to any proceeds of any sale which Mortgagee may apply as prepayment of the Obligations), or the Liens securing payment of the Obligations. The sale or sales of less than the whole of the Mortgaged Property shall not exhaust the power of sale herein granted, and Mortgagee or Trustee (as provided by applicable Law) is specifically empowered to make successive sale or sales under such power until the whole of the Mortgaged Property shall be sold. It is intended by each of the foregoing provisions of this Section 3.1(c) that Mortgagee may, or if applicable, Trustee may, after any request or direction by Mortgagee, sell not only the Subject Interests but also all other items constituting a part of the Mortgaged Property along with the Subject Interests, or any part thereof, all as a unit and as a part of a single sale, or may sell any part of the Mortgaged Property separately from the remainder of the Mortgaged Property. If the proceeds of such sale or sales of less than the whole of such Mortgaged Property shall be less than the aggregate of the Obligations, including the expense of enforcing the trust created by this instrument, the Liens of this instrument shall remain in full force and effect as to the unsold portion of the Mortgaged Property just as though no sale or sales of less than the whole of the Mortgaged Property had occurred, but Mortgagee shall have the right, at its sole election, to sell, or as applicable, request Trustee to sell, less than the whole of the Mortgaged Property. In the event any questions should be raised as to the regularity or validity of any sale hereunder, Mortgagee or Trustee (as provided by applicable Law) shall have the right and is hereby authorized to make resale of said property so as to remove any questions or doubt as to the regularity or validity of the previous sale, and as many resales may be made as may be appropriate. It is agreed that, in any deed or deeds given by Mortgagee or Trustee (as provided by applicable Law), any and all statements of fact or other recitals therein made as to the identity of Mortgagee, or as to the occurrence or existence of any Priority Lien Debt Default, or as to the request to sell, notice of sale, time, place, terms, and manner of sale, and receipt, distribution, and application of the money realized therefrom, or as to the due and proper appointment of a substitute Trustee, and, without being limited by the foregoing, as to any other act or thing having been duly done by Mortgagee or by Trustee, shall be taken by all Tribunals as prima facie evidence that the said statements or recitals are true and correct and are without further question to be so accepted, and Grantor does hereby ratify and confirm any and all acts that Trustee may lawfully do in the premises by virtue hereof. In the event of the resignation or death of Trustee or his removal from his county of residence stated on the first page hereof, or his failure, refusal, or inability, for any reason, to make any such sale or to perform any of the trusts herein declared, or, at the option of Mortgagee, without cause, Mortgagee may appoint, in writing, a substitute trustee, who shall thereupon succeed to all the estates, titles, rights, powers, and trusts herein granted to and vested in Trustee. If Mortgagee is a national banking association, regulated bank or financial institution or a corporation, such appointment may be made on behalf of such Mortgagee by any person who is then the president, or any vice-president, or the cashier or secretary, or any other authorized officer or agent of Mortgagee. In the event of the

resignation or death of any such substitute trustee, or his failure, refusal, or inability to make such sale or perform such trusts, or, at the option, of Mortgagee, without cause, Mortgagee may appoint successive substitute trustees from time to time in the same manner. Wherever herein the word "Trustee" is used, the same shall mean the person who is the duly appointed Trustee or substitute Trustee hereunder at the time in question. If at any time or times Mortgagee shall deem it necessary or prudent so to do, subject to the Collateral Trust Agreement, Mortgagee shall have the power, by an instrument executed by Mortgagee to appoint one or more persons either to act as separate trustee or trustees or co-trustee or co-trustees jointly with Trustee, of all or any specified part of the Mortgaged Property; and the person or persons so appointed shall be such separate trustee or co-trustee or co-trustees with such rights and remedies as shall be specified in such instrument to be executed as aforesaid, to the extent not prohibited by Law. Any such separate or co-trustee may resign or be removed in the same manner as can Trustee. Trustee and any separate or co-trustees shall have no responsibility for the acts and omissions of each other.

(d) Mortgagee may, or Trustee may upon written request of Mortgagee, in lieu of or in addition to exercising the power of sale provided for in Section 3.1(c) hereof proceed by suit or suits, at Law or in equity, to enforce the payment and performance of the Obligations in accordance with the terms hereof, and of the other Priority Lien Documents evidencing it, to foreclose the Liens and this instrument as against all, or any part of the Mortgaged Property, and to have all or any part of the Mortgaged Property sold under the judgment or decree of a court of competent jurisdiction.

(e) Mortgagee may (without notification, if permitted by applicable Law) enter upon the Mortgaged Property, take possession of the Mortgaged Property, and remove the Personal Property and Fixtures, or any part thereof, with or without judicial process, and, in connection therewith, without any responsibility or liability on the part of Mortgagee, take possession of any property located on or in the Mortgaged Property which is not a part of the Mortgaged Property and hold or store such property at Grantor's expense. If necessary to obtain the possession provided for in this Section 3.1(e), Mortgagee or Trustee may undertake any and all remedies to dispossess Grantor, including, specifically, one or more actions for forcible entry and detainer, trespass to try title and restitution.

(f) Mortgagee may require Grantor to assemble the Personal Property and Fixtures and any other items of the Mortgaged Property, or any part thereof, and make it available to Mortgagee at a place to be designated by Mortgagee which is reasonably convenient to Grantor and Mortgagee.

(g) Mortgagee may surrender the insurance policies maintained pursuant to the Priority Lien Documents, or any part thereof, and receive and apply the unearned premiums as a credit on the Obligations, and, in connection therewith, Grantor hereby appoints Mortgagee as the agent and attorney-in-fact for Grantor (with full powers of substitution) to collect such premiums, which power of attorney shall be deemed to be a power coupled with an interest and therefore irrevocable until the release of the Liens evidenced by this instrument.

(h) Mortgagee may retain the Personal Property and Fixtures and any other items of the Mortgaged Property, or any part thereof, in satisfaction of the Obligations whenever the circumstances are such that Mortgagee is entitled to do so under the UCC.

(i) Mortgagee shall have the right to become the purchaser at any sale of the Mortgaged Property held by Trustee or by any court, receiver or public officer, and Mortgagee shall have the right to credit upon the amount of the bid made therefor, the amount payable out of the net proceeds of such sale to Mortgagee. Recitals contained in any conveyance made to any purchaser at any sale made hereunder shall conclusively establish the truth and accuracy of the matters therein stated, including without limiting the generality of the foregoing, nonpayment of the unpaid principal sum of, interest accrued on, and fees payable in respect of, the Obligations after the same has become due and payable, and advertisement and conduct of such sale in the manner provided herein or appointment of any successor Trustee hereunder.

(j) Mortgagee may buy the Personal Property and Fixtures and any other items of the Mortgaged Property, or any part thereof, at any private disposition if the Mortgaged Property or the Personal Property and Fixtures, or the part thereof being disposed of, is a type customarily sold in a recognized market or a type which is the subject of widely distributed standard price quotations.

(k) Mortgagee shall have and may exercise any and all other Rights which Mortgagee may have under the UCC, by virtue of the Priority Lien Documents at Law, in equity or otherwise.

(l) Notwithstanding Sections 51.003, 51.004, and 51.005 of the Texas Property Code, if and to the extent applicable, or any other statute requiring otherwise, and to the extent permitted by Law, Grantor agrees that in the event an interest in any of the Mortgaged Property is foreclosed upon pursuant to a judicial or nonjudicial foreclosure sale, Mortgagee shall be entitled to seek a deficiency judgment from Grantor and any other party obligated on the secured indebtedness equal to the difference between the amount owing on the secured indebtedness and the amount for which the mortgaged property was sold pursuant to judicial or nonjudicial foreclosure sale. Grantor expressly recognizes that this section constitutes a waiver of applicable statutes which would otherwise permit Grantor and other persons against whom recovery of deficiencies is sought or guarantor independently (even absent the initiation of deficiency proceedings against them) to present competent evidence of the fair market value of the Mortgaged Property as of the date of the foreclosure sale and offset against any deficiency the amount by which the foreclosure sale price is determined to be less than such fair market value. Grantor further recognizes and agrees that this waiver creates an irrebuttable presumption that the foreclosure sale price is equal to the fair market value of the Mortgaged Property for purposes of calculating deficiencies owed by Grantor, any guarantor, and others against whom recovery of a deficiency is sought.

(m) Grantor agrees that, in the event of any "transfer" of the Mortgaged Property without the prior written consent of Mortgagee, except any transfer permitted under the provisions of the Priority Lien Documents, Mortgagee has the absolute right at

its option, without prior demand or notice, to declare all sums secured by this Mortgage immediately due and payable. Consent to one such transaction will not be deemed to be a waiver of the right to require consent to future or successive transactions. Mortgagee may grant or deny such consent in its sole discretion and, if consent is given, any such transfer will be subject to this Mortgage, and any such transferee shall assume all obligations hereunder and agree to be bound by all provisions contained herein. Such assumption will not, however, release Grantor or any other maker or guarantor of the Obligations from any liability thereunder without the prior written consent of Mortgagee. As used herein, "transfer" includes the direct or indirect sale, agreement to sell, transfer, conveyance, pledge, collateral assignment or hypothecation of the Mortgaged Property, other than easements, leases, licenses, and similar transfers which do not materially impair the value of the Mortgaged Property, or any portion thereof or interest therein, whether voluntary, involuntary, by operation of Law or otherwise.

3.2. If Mortgagee is the purchaser of the Mortgaged Property, or any part thereof, at any sale thereof, whether such sale be under the power of sale hereinabove vested in Trustee, or upon any other foreclosure of the Liens hereof, or otherwise, Mortgagee shall, upon any such purchase, acquire good and marketable title to the Mortgaged Property so purchased, free of the Liens of these presents.

3.3. Should any part of the Mortgaged Property come into the possession of Trustee or Mortgagee, whether before or after a Priority Lien Debt Default, Trustee or Mortgagee may use or operate the Mortgaged Property for the purpose of preserving its value, pursuant to the order of a Tribunal, or pursuant to the Rights which Grantor has with respect to the management, protection, preservation and operation of the Mortgaged Property, or in accordance with any other Rights held by Trustee or Mortgagee in respect of the Mortgaged Property. Such operations may be conducted through any contract operator or other Person designated by Trustee or Mortgagee. Grantor covenants promptly to reimburse and pay to Trustee or Mortgagee, at the place as may be designated by Trustee or Mortgagee in writing, the amount of all reasonable expenses (including the cost of any insurance, Taxes, additional drilling and reworking, whether successful or unsuccessful, or other charges) incurred by Mortgagee in connection with its custody, preservation, use or operation of the Mortgaged Property, together with interest thereon from the date incurred by Mortgagee at the Default Rate, and all such expenses, costs, Taxes, interests and other charges shall be a part of the Obligations. It is agreed, however, that the risk of accidental loss or damage to the Mortgaged Property is on Grantor, and Mortgagee shall have no liability whatsoever for decline or diminution in value of the Mortgaged Property, nor for failure to obtain or maintain insurance, nor for failure to determine whether any insurance ever in force is adequate as to amount or as to the risks insured.

3.4. In case the Liens hereof shall be foreclosed by exercise of the above powers of sale, or by other judicial or non-judicial action, the purchaser at any such sale shall receive, as an incident to such purchaser's ownership, immediate possession of the Mortgaged Property, or any part thereof sold to such purchaser, and, subsequent to foreclosure, Grantor shall be considered a tenant at sufferance of the purchaser at the foreclosure sale, and any Person occupying the Mortgaged Property, or portion thereof so sold, after demand has been made for possession thereof, shall be guilty of forcible detainer and shall be subject to eviction and removal, forcible

or otherwise, with or without process of Law, and all damages by reason thereof are hereby expressly waived.

3.5. Subject to, and in accordance with, the applicable provisions of the Collateral Trust Agreement, the proceeds from any sale or other disposition made pursuant to this Section 3 or sums received pursuant to Section 5.5 hereof shall be applied by Trustee or by Mortgagee, as the case may be, as provided in Section 3.4 of the Collateral Trust Agreement; provided the application of such proceeds shall be subject in all respects to the provisions of the last sentence of Section 10.02(c) of the Credit Agreement regarding Excluded Swap Obligations, to the extent at the time of such application there exists any Excluded Swap Obligations, regardless of whether the Credit Agreement is then in effect unless the Credit Agreement has been replaced by a Refinancing Credit Facility.

3.6. In the event a foreclosure hereunder is commenced by Trustee in accordance with Section 3.1(c), Mortgagee may at any time before the sale direct Trustee to abandon the sale, and may then institute suit for the collection of the Obligations, or for the foreclosure of the Liens hereof. If Mortgagee should institute a suit for the collection of the Obligations, or for foreclosure of the Liens hereof, it may at any time before the entry of a final judgment in said suit, dismiss the same, and require Trustee to sell the Mortgaged Property, or any part thereof, in accordance with the provisions of this instrument.

3.7. All Rights available to Mortgagee and Trustee hereunder are cumulative of and in addition to all of the Rights granted to Mortgagee or Trustee at Law or in equity, or under the Priority Lien Documents.

SECTION 4. ASSIGNMENT OF PRODUCTION.

4.1. Grantor does hereby GRANT, SELL, ASSIGN, CONVEY, TRANSFER and SET OVER unto Mortgagee, its successors in title and assigns, and grant to Mortgagee, its successors in title and assigns, all of the following:

(a) All Hydrocarbons and Other Minerals and all as-extracted collateral, and the proceeds from the Subject Interests, and products obtained or processed therefrom, and proceeds therefrom;

(b) All amounts, or proceeds hereafter payable to, or to become payable to, Grantor or to which Grantor is entitled pursuant to all Subject Contracts now or hereafter relating to any part of the Subject Interests; and

(c) All amounts, sums, monies, revenues and income which become payable to Grantor from, or with respect to, all of the Mortgaged Property or pursuant to any Subject Contract, present or future, now or hereafter constituting a part of the Mortgaged Properties.

TO HAVE and TO HOLD the foregoing unto Mortgagee, its successors in title and assigns, forever, subject however, to the terms and provisions of this instrument. Until such time as a Priority Lien Debt Default has occurred and is continuing, Mortgagee hereby grants to

Grantor a license to sell such production described above and receive the production Proceeds (defined below), which license shall automatically terminate upon the occurrence of a Priority Lien Debt Default and for so long as the same continues.

4.2. Subject to, and in accordance with, the applicable provisions of the Collateral Trust Agreement, Grantor hereby authorizes and empowers Mortgagee to demand, collect, receive and receipt for the "Proceeds" (defined herein to mean all production, proceeds and payments assigned hereunder, as described in Section 4.1 hereof), and to endorse and cash any checks and drafts payable to Grantor, or to Mortgagee for the account of Grantor, received in connection with the Proceeds. Grantor hereby appoints Mortgagee as the appointed agent and attorney-in-fact of Grantor, for the purpose of executing any "Receipt" (defined herein to mean any transfer order, payment order, division order, receipt, release or other instrument) that Mortgagee deems necessary in order for Mortgagee to demand, collect, receive and receipt for the Proceeds. In addition, Grantor agrees that upon Mortgagee's request, Grantor shall promptly execute and deliver to Mortgagee such Receipts as Mortgagee may deem necessary, convenient or appropriate in connection with the payment and delivery directly to Mortgagee of all Proceeds. Grantor hereby authorizes and directs all "Purchasers" (defined herein to mean all pipeline companies, purchasers, transporters, any other Person now or hereafter purchasing Hydrocarbons, or any part thereof, or now or hereafter having in their possession or control any Proceeds from or allocated to the Subject Interests, or any part thereof, or now or hereafter otherwise owing monies to Grantor under the Subject Contracts herein assigned), or operators under applicable joint operating agreements to pay or deliver such Proceeds as provided in the Priority Lien Documents or in such other manner as Mortgagee may direct to the Purchasers in writing, and this authorization shall continue until this instrument is released. All Receipts may be relied upon in all respects by Purchasers, and the same shall be binding upon Grantor. No Purchaser shall have any responsibility to see to the application of the assignment herein contained and each Purchaser shall be released hereby from any and all liability to Grantor to the full extent and amount of all Proceeds so paid or delivered. Grantor agrees to indemnify and hold harmless each Purchaser against any and all liabilities, actions, claims, judgments, costs, charges, costs of investigation and attorneys' fees resulting from the paying for or delivery of any such Proceeds to Mortgagee. Should Mortgagee bring suit against any Purchaser for collection of any amounts or sums included within this assignment (and Mortgagee shall have the right to bring any such suit), it may sue either in its own name or in the name of Grantor.

4.3. Independently of the foregoing provisions and authorities herein granted, Grantor shall execute and deliver any and all Receipts that may be requested by Mortgagee or that may be required by any Purchaser to effect payment or delivery of the Proceeds directly to Mortgagee after the occurrence and during the continuation of a Priority Lien Debt Default. If pursuant to any existing Subject Contract, any Proceeds are required to be paid or delivered by any Purchaser directly to Grantor so that under such existing Subject Contracts the Proceeds cannot be paid or delivered directly to Mortgagee in the absence of foreclosure, then, if Mortgagee has requested after the occurrence and during the continuation of a Priority Lien Debt Default that the Proceeds be paid or delivered directly to it under the assignment herein contained, the Proceeds which for any reason must be paid or delivered to Grantor shall, when received by Grantor, constitute trust funds in Grantor's hands and shall be immediately paid over by Grantor to Mortgagee. Promptly upon the request of Mortgagee at reasonable intervals or as otherwise

provided in the Priority Lien Documents, and in any event at least once every 12 months, Grantor shall furnish Mortgagee with the names and addresses of each Purchaser, as Mortgagee may request.

4.4. Mortgagee is hereby absolved from all liability for failure to enforce collection of the Proceeds assigned under Section 4.1 hereof and from all other responsibility in connection therewith, except the responsibility to account (by application to the Obligations or otherwise) for funds actually received. If Mortgagee receives monies in excess of the amount of the Proceeds to which Grantor is entitled, Mortgagee will make a reasonable effort to pay any such excess monies of which Mortgagee is aware to the other parties legally entitled thereto; provided, that, Grantor agrees to indemnify and hold Trustee and Mortgagee harmless against any and all liabilities, actions, claims, judgments, costs, charges and attorneys' fees by reason of the assertion that they or either of them have received, either before or after payment and performance in full of the Obligations, funds from the Proceeds of Hydrocarbons claimed by a third Person, or any other Proceeds in which a Person claims an adverse interest. Trustee and Mortgagee shall each have the right to defend against any such claims or actions, employ attorneys of their own selection, and if not furnished with indemnity satisfactory to each of them, they alone shall each have the right to compromise and adjust any such claims, actions and judgments, and in addition to the Rights to be indemnified as herein provided, all amounts paid by Trustee or by Mortgagee in compromise, satisfaction or discharge of any such claim, action or judgment, and all court costs, attorneys' fees and other expenses of every character incurred by Trustee or by Mortgagee pursuant to the provisions of this Section 4.4 shall be demand obligations owing by Grantor and shall bear interest at the Default Rate from the date of expenditure until paid, and any such payments so made by Mortgagee and the interest thereon shall be part of the Obligations and shall be secured by the Liens evidenced by this instrument.

4.5. The Rights of Mortgagee pursuant hereto shall be cumulative of all other security of any and every character now or hereafter existing to secure the payment of the Obligations. Proceeds received under this Section 4 shall be placed in a deposit account and credited to the Obligations in the manner and order provided for in the Priority Lien Documents and the Collateral Trust Agreement; provided that, such Proceeds shall not be deemed applied to payment of the Obligations, unless and until such Proceeds are actually applied thereto. Mortgagee may, subject to, and in accordance with, the applicable terms of the Priority Lien Documents and the Collateral Trust Agreement, permit Proceeds received by it to be returned to Grantor (rather than applied to the Obligations) for use in Grantor's operations.

SECTION 5. MISCELLANEOUS.

5.1. Upon the Discharge of Priority Lien Obligations, and if Grantor shall well and truly perform all of Grantor's covenants contained herein, then this instrument shall become null and void and, at Grantor's request and expense (to the extent permitted by applicable Law), it shall be released; otherwise, it shall remain in full force and effect; provided that no release hereof shall impair Grantor's warranties and indemnities contained herein or the liabilities assumed by Grantor hereunder. To the extent provided in the Collateral Trust Agreement (including, without limitation, Sections 3.2 and 4.1 thereof), Mortgagee shall, and otherwise as Mortgagee may elect, subject to the Collateral Trust Agreement, Mortgagee may, at any time, and from time to time, release any part of the Mortgaged Property, or any property in which

Grantor has granted a security interest to Mortgagee, or any items assigned pursuant to Section 4 hereof, from the Liens evidenced by this instrument, but no such partial release shall ever affect or impair Mortgagee's Rights or Liens hereunder, except to the extent specifically stated in such instrument of partial release.

5.2. All Rights and Liens herein expressly conferred are cumulative of all other Rights and Liens herein, or provided by Law, or provided in the Priority Lien Documents, and shall not be deemed to deprive Trustee or Mortgagee of any such other legal or equitable Rights and Liens by judicial proceedings, or otherwise, appropriate to enforce the conditions, covenants and terms of this instrument and the other Loan Documents, and the employment of any Rights hereunder, or otherwise, shall not prevent the concurrent or subsequent employment of any other appropriate Rights.

5.3. Any and all covenants in this instrument may from time to time, by instrument in writing signed by Mortgagee and delivered to Grantor, be waived to such extent and in such manner as Mortgagee may desire, subject to the Collateral Trust Agreement, but no such waiver shall ever affect or impair Mortgagee's Rights or Liens hereunder, except to the extent specifically stated in such written instrument. Impossibility shall not excuse the performance of any agreement, covenant or condition contained in this instrument.

5.4. If Grantor conveys any interest in the Mortgaged Property, or any part thereof to any other party, Mortgagee may, without notice to Grantor deal with any owner of any part of the Mortgaged Property with reference to this instrument and the Obligations, either by way of forbearance on the part of Mortgagee, or extension of time of payment of the Obligations, or release of all or any part of the Mortgaged Property, or release of any other property securing payment and performance of the Obligations, without in any way modifying or affecting Mortgagee's Rights and Liens hereunder or the liability of Grantor for payment and performance of the Obligations, in whole or in part.

5.5. Mortgagee shall be entitled to receive any and all monies which may be awarded or become payable to Grantor for the condemnation, eminent domain or other similar proceeding of the Mortgaged Property, or any part thereof, for public or quasi-public use, or by virtue of private sale in lieu thereof, and any monies which may be awarded or become payable to Grantor for damages caused by public works or construction on or near the Mortgaged Property. All such monies are hereby assigned to Mortgagee and shall be applied by Trustee, or by Mortgagee, as the case may be, pursuant to Section 3.5 hereof. Grantor shall, upon request of Mortgagee, make, execute, acknowledge and deliver any and all additional assignments and documents as may be necessary from time to time to enable Mortgagee to collect and receipt for any such monies. Mortgagee shall not be, under any circumstances, liable or responsible for failure to collect, or exercise diligence in the collection of, any of such monies.

5.6. [Reserved].

5.7. If all or any portion of the proceeds of any Priority Lien Debt have been advanced for the purpose of paying the purchase price for all or a part of the Mortgaged Property, then (a) Mortgagee shall have, and is hereby granted, a lien on the Mortgaged Property to further secure the Obligations, and (b) Mortgagee shall be subrogated to all Rights and Liens owned or claimed

by the holder of any indebtedness which has been directly or indirectly discharged or paid from the proceeds of any Priority Lien Debt.

5.8. Whenever herein the singular number is used, the same shall include the plural where appropriate, and vice versa; and words of any gender herein shall include each other gender where appropriate.

5.9. The captions, headings and arrangements used in this instrument are for convenience only and do not in any way affect, limit, amplify or modify the terms and provisions hereof.

5.10. If any provision of this instrument, or of the other Priority Lien Documents is held to be illegal, invalid, or unenforceable under present or future Laws effective during the term hereof and thereof, such provision shall be fully severable from all other provisions in this instrument and the other Priority Lien Documents, and this instrument and the other Priority Lien Documents shall be construed and enforced as if such illegal, invalid or unenforceable provision had never comprised a part thereof, and the remaining provisions hereof and thereof shall remain in full force and effect and shall not be affected by the illegal, invalid, or unenforceable provision or by its severance therefrom. Furthermore, in lieu of such illegal, invalid or unenforceable provision, there shall be added automatically as a part of this instrument and the other Priority Lien Documents a legal, valid and enforceable provision as similar in terms to such illegal, invalid or unenforceable provision as may be possible. If any of the Liens evidenced by this instrument and the other Priority Lien Documents are invalid or unenforceable as to any part of the Obligations, or if the Liens are invalid or unenforceable as to any part of the Mortgaged Property, the Obligations shall be completely paid prior to the payment of the remaining and secured or partially secured portion of the Obligations, and all payments made on the Obligations, whether voluntary or under foreclosure or other enforcement action or procedure, shall be considered to have been first paid on and applied to the full payment of that portion of the Obligations which is not secured or fully secured by the Liens evidenced by this instrument.

5.11. THIS MORTGAGE SHALL BE GOVERNED BY AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK, EXCEPT THAT TO THE EXTENT THE LAW OF A STATE IN WHICH A PORTION OF THE MORTGAGED PROPERTY IS LOCATED (OR WHICH IS OTHERWISE APPLICABLE TO A PORTION OF THE MORTGAGED PROPERTY) NECESSARILY GOVERNS WITH RESPECT TO THE CREATION, PERFECTION AND ENFORCEMENT OF THE LIENS AND OTHER RIGHTS AND REMEDIES HEREUNDER OF THE TRUSTEE, THE MORTGAGEE OR THE COLLATERAL TRUSTEE, THE LAW OF SUCH STATE SHALL APPLY AS TO THAT PORTION OF THE MORTGAGED PROPERTY LOCATED IN (OR WHICH IS OTHERWISE SUBJECT TO THE LAWS OF) SUCH STATE.

5.12. The terms, provisions, covenants and conditions hereof shall be binding upon Grantor and Grantor's successors in title and permitted assigns and shall inure to the benefit of Mortgagee and Trustee, and their respective successors in title and assigns.

5.13. This instrument may be construed and enforced from time to time as a mortgage, deed of trust, chattel mortgage, conveyance, assignment, security agreement, pledge, financing

statement, hypothecation or contract, or any one or more of them as may be appropriate under applicable Laws, in order fully to effectuate the Liens hereof and the purposes and agreements herein set forth.

5.14. Without in any manner limiting the generality of any of the foregoing provisions hereof, with respect to the Mortgaged Property (a) some portions of the goods described or to which reference is made herein are, or are to become, fixtures on the property described on Exhibit A or to which reference is made herein; (b) the minerals and the like (including oil and gas) included in the Mortgaged Property and the accounts resulting from the sale thereof will be financed at the wellhead(s) or minehead(s) located on the property described on Exhibit A or to which reference is made herein; and (c) this instrument is to be filed of record in the real estate records as a financing statement. A carbon, photographic or other reproduction of this instrument shall be sufficient as a financing statement.

5.15. Executed original counterparts of this instrument are to be filed for record in the records of the jurisdictions wherein the Mortgaged Property is situated, and shall have annexed thereto as Exhibit A only the portions or divisions containing specific descriptions of the Mortgaged Property relating to the Lands located in such jurisdictions. Whenever a recorded counterpart of this instrument contains specific descriptions which are less than all of the descriptions contained in any full counterpart lodged with Mortgagee, the omitted descriptions are hereby included by reference in such recorded counterpart as if each recorded counterpart conformed to any full counterpart lodged with Mortgagee.

5.16. This instrument has been executed in a number of identical counterparts, each of which shall be deemed an original, and all of which are identical, except that in order to facilitate recordation, portions of Exhibit A hereto which describe Mortgaged Property situated in jurisdictions other than the particular jurisdiction in which a counterpart hereof is being recorded may be omitted from such counterpart. In making proof of this instrument, it shall not be necessary for Trustee or Mortgagee to account for all counterparts, and it shall be sufficient for Trustee or Mortgagee to produce but one such counterpart.

[Signature and Acknowledgment Page Follows]

IN WITNESS WHEREOF this instrument is executed as of the day and year set forth for Grantor's acknowledgment hereto, but shall be effective as of Effective Date.

GRANTOR:

SN COTULLA ASSETS, LLC, a Texas limited liability company

By: _____
Name: Howard J. Thill
Title: Chief Financial Officer

Address:
1000 Main Street, Suite 3000
Houston, Texas 77002

STATE OF TEXAS §
§
COUNTY OF HARRIS §

The foregoing instrument was acknowledged before me this 13 day of April, 2018, by Howard J. Thill, as Chief Financial Officer of SN Cotulla Assets, LLC, a Texas limited liability company, on behalf of said limited liability company.

Witness my hand and official seal.

[Notary Stamp]

PATRICIA E CAIN
Notary ID # 1883331
NOTARY PUBLIC
STATE OF TEXAS
My Comm. Exp. Jul 27, 2020

_____
Notary Public, State of Texas

MORTGAGEE:

ROYAL BANK OF CANADA, as Collateral Trustee

By: _____
Don J. McKinnerney
Authorized Signatory

Address:
2800 Post Oak Boulevard, Suite 3900
Houston, Texas 77056

STATE OF TEXAS §
§
COUNTY OF HARRIS §

The foregoing instrument was acknowledged before me this 13th day of April, 2018, by Don J. McKinnerney as Authorized Signatory of Royal Bank of Canada, on behalf of said bank.

Witness my hand and official seal.

_____
Notary Public, State of Texas

[Notary Stamp]

ANDREW MEDINA
MY COMMISSION EXPIRES
January 2, 2019

EXHIBIT A

TO THAT AMENDED AND RESTATED MORTGAGE, DEED OF TRUST, SECURITY AGREEMENT, FINANCING STATEMENT AND ASSIGNMENT OF PRODUCTION FROM SN COTULLA ASSETS, LLC TO CHARLES R. SALMON, TRUSTEE FOR THE BENEFIT OF ROYAL BANK OF CANADA, AS COLLATERAL TRUSTEE UNDER THE COLLATERAL TRUST AGREEMENT, AS MORTGAGEE

Introduction to Exhibit A

The Grantor hereby agrees and affirms that this Introduction to Exhibit A is an amplification and explanation of the terminology, format and information contained in Exhibit A and that this instrument shall be construed as a whole with reference to the entirety of its provisions (including all Exhibits).

1. This instrument covers the Grantor's entire interest in each of the land parcels, mineral servitudes, mineral leases, mineral royalties and other mineral rights described in Exhibit A, as now owned or as hereafter acquired. The inclusion of the Grantor's "net revenue interests", "working interests" and undivided leasehold interests, by the listing of percentage, decimal or fractional numbers or otherwise, as well as the inclusion of depth limitations, spacing unit designations and agreements, well names and well arabic numbers are generally for descriptive purposes. The inclusion (or the inaccuracy thereof) of this information is not in any way a limitation or restriction on the interest of the Grantor being subjected to the lien and encumbrance of this instrument. All right, title and interest of the Grantor in the properties described herein are subject to this Mortgage, regardless of the presence of any units or wells (existing or future) not described herein.

2. The leases listed below each well or group of wells relate to one or more of such listed wells. This instrument is intended to cover the entire interest of the Grantor in any lease described in Exhibit A, including (without limitation) even if a lease is listed under one set of wells but erroneously is not listed under another set of wells. Reference is made to the land descriptions contained in the documents of title recorded as described in Exhibit A.

3. References in Exhibit A to instruments on file in the public records are made for all purposes. Unless provided otherwise, all recording references in Exhibit A are to the official real property records of the county or counties in which the mortgaged property is located and in which records such documents are or in the past have been customarily recorded, whether Conveyance Records, Deed Records, Oil and Gas Records, Mineral Lease Records, Oil and Gas Lease Records, Tract Indexes or other records.

4. Each reference to a lease or a contract in Exhibit A shall be deemed a reference to said lease or contract as said lease or contract may have been amended or ratified by all amendments or ratifications heretofore executed, whether or not referred to herein.

5. A statement herein that a certain interest described herein is subject to the terms of certain described or referred to agreements, instruments or other matters shall not operate to subject such interest to any such agreement, instrument or other matter except to the extent that such agreement, instrument or matter is otherwise valid and presently subsisting nor shall such statement be deemed to constitute a recognition by the parties hereto that any such agreement, instrument or other matter is valid and presently subsisting or binding against the Mortgagee.

[See attached]

Exhibit A

SN COTULLA ASSETS, LLC
Dimmit, Frio, La Salle, and Zavala Counties, TX Mortgage

A

T0463045 KOENNING, ROY ALLEN	EOG RESOURCES INC	2/10/2009	2/10/2012	999 434	837 I	239874 89879	Gonzalez DeWitt	TX

Exhibit A
Leases

Lease No.	Lessor	Lessee	Lease Date	Expiration Date	Book	Page	Instrument No.	County	State
~~T0463045~~	~~KOENNING, ROY ALLEN~~	~~EOG RESOURCES INC~~	~~2/10/2009~~	~~2/10/2014~~	~~999~~	~~837~~	~~239874~~	~~De Witt~~	~~TX~~
A T0556038-001	VOTAW, LARRY, ET UX	CARRIZO EXPLORATION, INC	1/7/2002	7/7/2003	147	32	230	Dimmit	TX
T0556038-002	YANKE, FORREST HEMPHILL	CARRIZO EXPLORATION, INC	1/7/2002	7/7/2003	147	36	231	Dimmit	TX
T0556038-003	HEMPHILL, HARRIET	CARRIZO EXPLORATION, INC	1/7/2002	7/7/2003	147	40	232	Dimmit	TX
T0556038-004	L&HB PROPERTIES, LTD	CARRIZO EXPLORATION, INC	1/7/2002	7/7/2003	147	44	233	Dimmit	TX
T0556038-005	HEMPHILL, ROBERT W., JR.	CARRIZO EXPLORATION, INC	1/7/2002	7/7/2003	147	97	295	Dimmit	TX
~~T0616002-001~~	~~BRISCOE RANCH INC~~	~~EDWARD G VAUGHAN~~	~~12/1/2005~~	~~11/30/2010~~	~~329~~	~~138~~	~~7002~~	~~Dimmit~~	~~TX~~
B T0616001-001	BRISCOE RANCH INC	EDWARD G VAUGHAN	12/1/2005	11/30/2010	329	394	7051	Dimmit	TX
T0619005	BRISCOE RANCH INC	ANADARKO E&P COMPANY LP	10/15/2005	10/15/2017	329	397	7052	Dimmit	TX
T0616001-002	MOODY FOUNDATION ET AL	EDWARD G VAUGHAN	12/1/2005	11/30/2010	329	484	7078	Dimmit	TX
T0616002-002	MOODY FOUNDATION ET AL	EDWARD G VAUGHAN	12/1/2005	11/30/2010	329	487	7079	Dimmit	TX
T0619003	BRISCOE RANCH INC	ANADARKO E&P COMPANY LP	10/15/2005	10/15/2017	335	276	8081	Dimmit	TX
T0616004	STATE OF TEXAS MF-107481 ET AL	ANADARKO E&P COMPANY LP	5/14/2007	5/14/2010	336	199	8251	Dimmit	TX
T0619002-001	BRISCOE RANCH INC	ANADARKO E&P COMPANY LP	10/15/2005	10/15/2017	338	617	8649	Dimmit	TX
T0520003-001	SOUTH SPUR LP	ANADARKO E&P COMPANY LP	3/6/2006	3/6/2018	343	325	9442	Dimmit	TX
T0616003-001	DIAMOND H RANCHES LIMITED PARTNERSHIP	ANADARKO E&P COMPANY LP	5/14/2007	5/14/2010	344	6	9540	Dimmit	TX
T0620001-001	ROGERS DENTONIO RANCH	ANADARKO E&P COMPANY LP	3/6/2006	3/6/2011	344	46	9545	Dimmit	TX
T0619006-001	DIANA M STUMBERG ET AL	ST MARY LAND AND EXPLORATION COMPANY	11/5/2008	11/4/2011	0354	0171	11322	Dimmit	TX
T0619004	BRISCOE RANCH INC	ANADARKO E&P COMPANY LP	3/1/2010	10/15/2017	0382	0013	14190	Dimmit	TX
T0619016-001	MARGARET WESCOE	ANADARKO E&P COMPANY LP	3/10/2010	3/10/2018	392	487	15992	Dimmit	TX
T0619016-002	BRANDON CHRISTOPHER WESCOE	ANADARKO E&P COMPANY LP	5/12/2010	5/12/2018	392	490	15993	Dimmit	TX
T0620020	BERNARD PREECE ET AL	ANADARKO E&P COMPANY LP	7/9/2010	7/9/2017	393	414	16173	Dimmit	TX
T0619016-003	SANDRA D WESCOE	ANADARKO E&P COMPANY LP	5/13/2010	5/13/2018	395	565	16572	Dimmit	TX
T0616007-001	TRIPLE B INVESTMENTS LLC	ANADARKO E&P COMPANY LP	11/26/2010	11/25/2016	401	548	17517	Dimmit	TX
T0619016-004	TRACI W MCDEVITT	ANADARKO E&P COMPANY LP	5/13/2010	5/13/2018	402	198	17629	Dimmit	TX
~~T0619007-001~~	~~EVELYN I METCALF~~	~~ANADARKO E&P COMPANY LP~~	~~9/23/2010~~	~~9/23/2016~~	~~402~~	~~201~~	~~17630~~	~~Dimmit~~	~~TX~~
C T0619007-007	FRANK VANCE	ANADARKO E&P COMPANY LP	3/15/2011	3/15/2016	406	356	18321	Dimmit	TX
T0619007-012	HARRY VANCE JR	ANADARKO E&P COMPANY LP	3/15/2011	3/15/2016	406	360	18322	Dimmit	TX
T0619007-008	MARY RUTH RICE	ANADARKO E&P COMPANY LP	3/14/2011	3/14/2016	406	364	18323	Dimmit	TX
T0619007-011	LINDA KAY CARTER	ANADARKO E&P COMPANY LP	3/11/2011	3/11/2016	406	368	18324	Dimmit	TX

B

T0616002-001	BRISCOE RANCH INC.	EDWARD G VAUGHAN	12/1/2005	11/30/2007	329 330 458 460	138 379 515 230	7002 7250 78892 79159	Dimmit Dimmit La Salle La Salle	TX

C

T0619007-001	EVELYN I METCALF	ANADARKO E&P COMPANY LP	9/23/2010	9/23/2013	415	461	19563	Dimmit	TX

D | T0619007-019 | FRANCES ANN SINCLAIR | ANADARKO E&P COMPANY LP | 3/18/2011 | 3/18/2016 | 504 | 218 | 32420 | Dimmit | TX

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T0619007-010	CAROL JEAN MAYFIELD	ANADARKO E&P COMPANY LP	3/14/2011	3/14/2016	406	372	18325	Dimmit	TX
T0619007-009	JACK JOHN METCALF	ANADARKO E&P COMPANY LP	3/9/2011	3/9/2016	406	376	18326	Dimmit	TX
T0619007-014	IRENE DETTEN LEWIS	ANADARKO E&P COMPANY LP	3/17/2011	3/17/2016	406	380	18327	Dimmit	TX
T0619007-002	GLEN RAY METCALF	ANADARKO E&P COMPANY LP	3/9/2011	3/9/2016	406	384	18328	Dimmit	TX
T0619007-003	ALICE KUEHLER	ANADARKO E&P COMPANY LP	3/17/2011	3/17/2016	406	388	18329	Dimmit	TX
T0619007-006	GLADYS LOOTEN	ANADARKO E&P COMPANY LP	3/17/2011	3/17/2016	406	392	18330	Dimmit	TX
T0619007-004	DONALD DETTEN	ANADARKO E&P COMPANY LP	3/16/2011	3/16/2016	406	396	18331	Dimmit	TX
T0619007-005	PAUL A DETTEN ET UX	ANADARKO E&P COMPANY LP	3/18/2011	3/18/2016	406	400	18332	Dimmit	TX
T0616007-002	EARLENE F BRENNER ET AL	ANADARKO E&P COMPANY LP	2/25/2011	2/25/2017	406	681	18405	Dimmit	TX
T0619007-018	RUTH KINCANNON	ANADARKO E&P COMPANY LP	3/16/2011	3/16/2016	406	732	18413	Dimmit	TX
~~T0619007-019~~	~~FRANCES ANN SINCLAIR~~	~~ANADARKO E&P COMPANY LP~~	~~3/18/2011~~	~~3/18/2016~~	~~406~~	~~736~~	~~18414~~	~~Dimmit~~	~~TX~~
T0619007-017	BLANCHE C KOETTING	ANADARKO E&P COMPANY LP	3/17/2011	3/17/2016	406	740	18415	Dimmit	TX
T0619007-013	PLUMA PETERSON	ANADARKO E&P COMPANY LP	3/16/2011	3/16/2016	406	744	18416	Dimmit	TX
T0619007-021	DORIS GABEL	ANADARKO E&P COMPANY LP	3/18/2011	3/18/2016	408	381	18687	Dimmit	TX
T0619007-015	ELIZABETH ANN METCALF	ANADARKO E&P COMPANY LP	3/14/2011	3/14/2016	408	385	18688	Dimmit	TX
T0619007-016	SAM METCALF	ANADARKO E&P COMPANY LP	3/16/2011	3/16/2016	408	389	18689	Dimmit	TX
T0619007-020	SAN JACINTO BAPTIST	ANADARKO E&P COMPANY LP	3/14/2011	3/14/2016	408	393	18690	Dimmit	TX
T0619002-002	BOY SCOUTS OF AMERICA	ANADARKO E&P COMPANY LP	4/30/2011	4/30/2016	0409	0226	18821	Dimmit	TX
T0619002-003	EPISCOPAL FOUNDATION OF TEXAS	ANADARKO E&P COMPANY LP	4/30/2011	4/30/2016	0409	0229	18822	Dimmit	TX
T0619002-004	SALVATION ARMY	ANADARKO E&P COMPANY LP	4/30/2011	4/30/2016	0409	0232	18823	Dimmit	TX
T0619018-004	JOHN QUIN BECKELHEIMER	ANADARKO E&P COMPANY LP	4/21/2011	4/21/2018	409	671	18879	Dimmit	TX
T0619018-003	CANDACE ALLEGRA CURRIE	ANADARKO E&P COMPANY LP	4/20/2011	4/20/2018	409	674	18880	Dimmit	TX
T0619018-002	TULLY R CURRIE	ANADARKO E&P COMPANY LP	4/21/2011	4/21/2018	409	677	18881	Dimmit	TX
T0619018-001	GENEVIEVE C GREEN	ANADARKO E&P COMPANY LP	4/21/2011	4/21/2018	409	680	18882	Dimmit	TX
T0619007-022	DAN METCALF	ANADARKO E&P COMPANY LP	3/15/2011	3/16/2016	0418	0148	19933	Dimmit	TX
T0619007-024	KATHY TERRY	ANADARKO E&P COMPANY LP	3/16/2011	3/16/2016	0418	0151	19934	Dimmit	TX
T0619007-023	BILL M VANCE	ANADARKO E&P COMPANY LP	3/15/2011	3/15/2016	0418	0154	19935	Dimmit	TX
T0619007-025	JUDY DETTEN TRUST	ANADARKO E&P COMPANY LP	9/22/2011	9/22/2016	422	387	20698	Dimmit	TX
T0619007-026	ANNA M WINK	ANADARKO E&P COMPANY LP	3/17/2011	3/17/2016	422	391	20699	Dimmit	TX
T0619007-027	SHARON DAUGHTERS	ANADARKO E&P COMPANY LP	7/26/2011	7/26/2016	425	695	21287	Dimmit	TX
T0619016-015	ALICE E WILSON A MINOR	ANADARKO E&P COMPANY LP	10/19/2011	10/19/2019	431	729	22230	Dimmit	TX
T0619016-014	CHERE MATLOCK	ANADARKO E&P COMPANY LP	10/19/2011	10/19/2018	431	737	22232	Dimmit	TX
T0619016-009	CHRISTOPHER D WILSON	ANADARKO E&P COMPANY LP	10/19/2011	10/19/2019	431	745	22234	Dimmit	TX
T0619016-012	CLARE A WILSON, A MINOR	ANADARKO E&P COMPANY LP	10/19/2011	10/19/2019	431	753	22236	Dimmit	TX
T0619016-005	ELIZABETH F ORTON	ANADARKO E&P COMPANY LP	10/19/2011	10/19/2019	431	761	22238	Dimmit	TX
T0619016-010	ELIZABETH TAZEWELL	ANADARKO E&P COMPANY LP	10/19/2011	10/19/2019	431	769	22240	Dimmit	TX
T0619016-011	MARK E WILSON	ANADARKO E&P COMPANY LP	10/19/2011	10/19/2019	431	777	22242	Dimmit	TX

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T0619016-013	MARTIN W WILSON, A MINOR	ANADARKO E&P COMPANY LP	10/19/2011	10/19/2019	431	785	22244	Dimmit	TX
T0619016-008	TYLER J WILSON	ANADARKO E&P COMPANY LP	10/19/2011	10/19/2019	431	793	22246	Dimmit	TX
T0619016-006	VICTORIA A WILSON A MINOR	ANADARKO E&P COMPANY LP	9/19/2011	9/19/2019	431	801	22248	Dimmit	TX
T0619016-007	VIRGINIA ORTON HUBBARD	ANADARKO E&P COMPANY LP	10/19/2011	10/19/2019	431	809	22250	Dimmit	TX
T0620006-004	WESLEY GATLIN JR	ANADARKO E&P COMPANY LP	12/8/2011	12/8/2017	432	475	22357	Dimmit	TX
T0620006-001	GREGORY FOWLER GATLIN	ANADARKO E&P COMPANY LP	12/8/2011	12/8/2017	432	480	22358	Dimmit	TX
T0620006-003	ANNE GATLIN BURKEL	ANADARKO E&P COMPANY LP	12/8/2011	12/8/2017	432	485	22359	Dimmit	TX
T0620006-002	SUSAN GATLIN KELLY	ANADARKO E&P COMPANY LP	12/8/2011	12/8/2017	432	490	22360	Dimmit	TX
T0620048	JOE S SHANNON	ANADARKO E&P COMPANY LP	6/25/2012	6/25/2018	453	535	25850	Dimmit	TX
T0620024	HARLOW ROYALTIES LTD	ANADARKO E&P COMPANY LP	10/4/2012	10/4/2018	457	45	26336	Dimmit	TX
T0620029	ROBERT LARRY WHELESS	ANADARKO E&P ONSHORE LLC	5/14/2013	5/14/2019	476	292	29148	Dimmit	TX
T0620033-001	ANIMAL HUMANE SOCIETY OF HENNEPIN C	ANADARKO E&P ONSHORE LLC	4/30/2013	4/30/2016	476	298	29150	Dimmit	TX
T0620030	LEONARD L BALL ET UX	ANADARKO E&P ONSHORE LLC	3/12/2013	3/12/2019	487	772	30808	Dimmit	TX
T0620003-003	JAMES ARTHUR MONSEN DANIELS	ANADARKO E&P ONSHORE LLC	7/25/2013	7/25/2018	496	194	31625	Dimmit	TX
T0620003-002	ELIZABETH L SEMMENS	ANADARKO E&P ONSHORE LLC	7/25/2013	7/25/2018	496	197	31626	Dimmit	TX
T0620003-004	SUSAN DANIELS SCHMITZ	ANADARKO E&P ONSHORE LLC	7/25/2013	7/25/2018	500	6	32007	Dimmit	TX
T0620039-037	NINA MEEKS	ANADARKO E&P ONSHORE LLC	6/5/2014	6/5/2019	517	817	34486	Dimmit	TX
T0620039-018	BARBARA B JONES	ANADARKO E&P ONSHORE LLC	5/27/2014	5/27/2019	517	821	34487	Dimmit	TX
T0620039-036	TOM CLIFTON	ANADARKO E&P ONSHORE LLC	6/5/2014	6/5/2019	517	825	34488	Dimmit	TX
T0620039-010	EDWARD ROBERSON	ANADARKO E&P ONSHORE LLC	5/15/2014	5/15/2019	517	829	34489	Dimmit	TX
T0620039-022	PAMELA J HIRSCH	ANADARKO E&P ONSHORE LLC	5/27/2014	5/27/2019	517	833	34490	Dimmit	TX
T0620039-002	BETTE ROBY	ANADARKO E&P ONSHORE LLC	5/21/2014	5/21/2019	517	837	34491	Dimmit	TX
T0620039-012	ARTHUR BROWN	ANADARKO E&P ONSHORE LLC	5/19/2014	5/19/2019	518	1	34492	Dimmit	TX
T0620039-011	DOUGLAS B ROBERSON	ANADARKO E&P ONSHORE LLC	5/8/2014	5/8/2019	518	5	34493	Dimmit	TX

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T0620039-001	JOHN L ROBERTSON JR	ANADARKO E&P ONSHORE LLC	5/20/2014	5/20/2019	518	9	34494	Dimmit	TX
T0620039-045	DELIA A SMITH	ANADARKO E&P ONSHORE LLC	7/1/2014	7/1/2019	519	479	34715	Dimmit	TX
T0620039-030	MELISSA G SMITH	ANADARKO E&P ONSHORE LLC	6/23/2014	6/23/2019	519	483	34716	Dimmit	TX
T0620039-035	LINDA DIANNE SMITH	ANADARKO E&P ONSHORE LLC	6/18/2014	6/18/2019	519	487	34717	Dimmit	TX
T0620039-032	JAMES MARSHAL BRIDGES	ANADARKO E&P ONSHORE LLC	6/23/2014	6/23/2019	519	491	34718	Dimmit	TX
T0620039-019	SARA B INNMON	ANADARKO E&P ONSHORE LLC	6/12/2014	6/12/2019	519	495	34719	Dimmit	TX
T0620039-031	MONTY LLOYD BRIDGES	ANADARKO E&P ONSHORE LLC	6/23/2014	6/23/2019	519	499	34720	Dimmit	TX
T0620039-023	LARRY RICHARD JONES	ANADARKO E&P ONSHORE LLC	6/9/2014	6/9/2019	519	503	34721	Dimmit	TX
T0620039-046	GEORGE DWIGHT CLIFTON	ANADARKO E&P ONSHORE LLC	6/9/2014	6/9/2019	519	507	34722	Dimmit	TX
T0620039-028	CHRISTINE ANN FIRTH	ANADARKO E&P ONSHORE LLC	7/1/2014	7/1/2019	519	514	34724	Dimmit	TX
T0620039-003	LINDA ROBINSON-KELLY	ANADARKO E&P ONSHORE LLC	6/19/2014	6/19/2019	523	492	35222	Dimmit	TX
T0620039-025	CARLON ARTHUR CLEMENTS	ANADARKO E&P ONSHORE LLC	6/26/2014	6/26/2019	523	496	35223	Dimmit	TX
T0620039-008	RICHARD JOSEPH ROBERSON JR	ANADARKO E&P ONSHORE LLC	7/15/2014	7/15/2019	523	500	35224	Dimmit	TX
T0620039-004	JAMES M ROBINSON	ANADARKO E&P ONSHORE LLC	7/3/2014	7/3/2019	525	90	35423	Dimmit	TX
T0620039-014	RODGER OLSON	ANADARKO E&P ONSHORE LLC	7/21/2014	7/21/2019	525	356	35475	Dimmit	TX
T0620039-029	HEATHER TALCOTT	ANADARKO E&P ONSHORE LLC	7/3/2014	7/3/2019	525	360	35476	Dimmit	TX
T0620039-009	JAMES C CANTRELL JR	ANADARKO E&P ONSHORE LLC	8/6/2014	8/6/2019	525	364	35477	Dimmit	TX
T0620039-024	KEVIN LEE TUCKER	ANADARKO E&P ONSHORE LLC	7/21/2014	7/21/2019	525	368	35478	Dimmit	TX
T0620039-005	SYLVIA A HAWKINS	ANADARKO E&P ONSHORE LLC	6/16/2014	6/16/2019	527	28	35705	Dimmit	TX
T0620039-013	FLAKE DIANE BARBER	ANADARKO E&P ONSHORE LLC	8/4/2014	8/4/2019	527	32	35706	Dimmit	TX

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T0620039-006	CHRISTINE GLAVIN	ANADARKO E&P ONSHORE LLC	8/6/2014	8/6/2019	527	36	35707	Dimmit	TX
T0620039-021	KARI BRAUNE	ANADARKO E&P ONSHORE LLC	6/26/2014	6/26/2019	527	40	35708	Dimmit	TX
T0620039-043	SUE BISHOP	ANADARKO E&P ONSHORE LLC	10/20/2014	10/20/2019	530	728	36336	Dimmit	TX
T0620039-020	THOMAS W JONES	ANADARKO E&P ONSHORE LLC	10/28/2014	10/28/2019	530	731	36337	Dimmit	TX
T0620039-041	PEGGY NUETZMAN	ANADARKO E&P ONSHORE LLC	10/7/2014	10/7/2019	530	734	36338	Dimmit	TX
T0620039-040	WILLIAM GERALD GUTHRIE JR	ANADARKO E&P ONSHORE LLC	10/2/2014	10/2/2019	530	737	36339	Dimmit	TX
T0620039-027	ROBERT D CLEMENTS	ANADARKO E&P ONSHORE LLC	10/8/2014	10/8/2019	530	740	36340	Dimmit	TX
T0620039-026	REAVIS EDWARD CLEMENTS	ANADARKO E&P ONSHORE LLC	10/7/2014	10/7/2019	530	743	36341	Dimmit	TX
T0620039-042	LINDA MAGERS	ANADARKO E&P ONSHORE LLC	10/14/2014	10/14/2019	530	746	36342	Dimmit	TX
T0620039-007	WELDON L KNIGHT	ANADARKO E&P ONSHORE LLC	10/29/2014	10/29/2019	532	751	36646	Dimmit	TX
T0620039-039	TAMMIE PRACHYL	ANADARKO E&P ONSHORE LLC	11/6/2014	11/6/2019	534	307	36856	Dimmit	TX
T0620039-038	TERRY GRISSO	ANADARKO E&P ONSHORE LLC	12/4/2014	12/4/2019	534	310	36857	Dimmit	TX
T0620033-002	AMFAR THE FOUNDATION FOR AIDS RESEARCH	ANADARKO E&P ONSHORE LLC	11/12/2014	11/12/2017	534	313	36858	Dimmit	TX
T0620039-015	WESLEY E BANKSTON	ANADARKO E&P ONSHORE LLC	2/4/2015	2/4/2020	539	360	37658	Dimmit	TX
T0620039-016	CLARA FAY CUZZORT FAVREAU	ANADARKO E&P ONSHORE LLC	2/9/2015	2/9/2020	539	363	37659	Dimmit	TX
T0620039-044	RONNIE GUTHRIE	ANADARKO E&P ONSHORE LLC	2/23/2015	2/23/2020	539	366	37660	Dimmit	TX
T0620039-034	DENISE SUTTON	ANADARKO E&P ONSHORE LLC	10/7/2014	10/7/2019	542	217	38039	Dimmit	TX
T0620039-033	DELIA DAUGHERITY	ANADARKO E&P ONSHORE LLC	10/7/2014	10/7/2019	542	220	38040	Dimmit	TX
T0619007-028	DANNY WAYNE CHISUM, JR., ET AL	ANADARKO E&P ONSHORE LLC	2/5/2015	2/5/2018	542	279	38053	Dimmit	TX
T0619007-029	DANIEL JOSEPH BYRD F/K/A HERBERT ES	ANADARKO E&P ONSHORE LLC	7/9/2015	7/9/2018	551	752	39233	Dimmit	TX

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T0620039-017	SANDRA SVITEK	ANADARKO E&P ONSHORE LLC	11/6/2014	11/6/2019	556	592	39863	Dimmit	TX
T0554003-001	NELSON, THEODORE J., II	SN COTULLA ASSETS, LLC.	12/21/2015	12/21/2018	0562	0582	40744	Dimmit	TX
T0554009	BAY-MOR MINERALS, LTD	SN COTULLA ASSETS, LLC.	1/5/2016	1/5/2019	565	79	41057	Dimmit	TX
T0556032-021	HEINZMANN, BEVERLY J.	L & J EXPLORATION, LLC	5/2/2016	5/2/2022	0571	0121	41898	Dimmit	TX
T0556032-022	ALLEN, BARBARA L.	L & J EXPLORATION, LLC	5/2/2016	5/2/2022	0571	0123	41899	Dimmit	TX
T0556032-020	BURNS, JOHN R.	L & J EXPLORATION, LLC	5/2/2016	5/2/2022	0571	0125	41900	Dimmit	TX
T0556032-003	VOTAW, LARRY FRANKLIN, ET UX	SN COTULLA ASSETS, LLC	6/2/2016	6/2/2019	573	271	42160	Dimmit	TX
T0556032-002	VOTAW, LARRY FRANKLIN	SN COTULLA ASSETS, LLC	6/2/2016	6/2/2019	573	280	42162	Dimmit	TX
T0556032-005	HEMPHILL, HARRIET	SN COTULLA ASSETS, LLC	7/19/2016	7/19/2021	576	287	42507	Dimmit	TX
T0556032-006	HEMPHILL, ROBERT, JR.	SN COTULLA ASSETS, LLC	7/19/2016	7/19/2021	576	289	42508	Dimmit	TX
T0556032-007	L & HB PROPERTIES, LTD.	SN COTULLA ASSETS, LLC	7/27/2016	7/27/2021	576	491	42558	Dimmit	TX
T0556032-023	COHEN, BETTY JANE	EAGLE FORD MINERALS, LLC	1/26/2015	1/26/2020	577	116	42623	Dimmit	TX
T0556032-008	CANTRELL, W. KEITH	SN COTULLA ASSETS, LLC	8/15/2016	8/15/2019	577	162	42637	Dimmit	TX
T0556052-025	NICHOL, THERESA MARIE	SN COTULLA ASSETS, LLC	11/22/2016	11/22/2021	584	231	43588	Dimmit	TX
T0556052-024	GRAY, DEBORAH GARNETT	SN COTULLA ASSETS, LLC	11/21/2016	11/21/2021	584	519	43644	Dimmit	TX
T0556052-027	PFUFER, MARY DONNA	SN COTULLA ASSETS, LLC	12/12/2016	12/12/2021	584	834	43723	Dimmit	TX
T0556052-026	WINEGARDNER, MADONNA M.	SN COTULLA ASSETS, LLC	12/14/2016	12/14/2021	584	835	43724	Dimmit	TX
T0620039-047	CARDWELL, KIM	ANADARKO E&P ONSHORE LLC	12/8/2014	12/8/2019	586	457	43897	Dimmit	TX
T0556032-016	BLAIRBAX ENERGY, LLC	SN COTULLA ASSETS, LLC	11/17/2016	11/17/2019	586	540	43918	Dimmit	TX
T0556032-017	BAXSTO, LLC	SN COTULLA ASSETS, LLC	11/17/2016	11/17/2019	586	544	43919	Dimmit	TX
T0556032-018	BUFFY ENERGY, LLC	SN COTULLA ASSETS, LLC	11/17/2016	11/17/2019	586	548	43920	Dimmit	TX
T0556032-031	MARIO GARCIA AS RECEIVER	L & J EXPLORATION, L.L.C.	2/7/2017	2/7/2023	590	581	44266	Dimmit	TX
~~T0615001~~	~~HARRISON INTERESTS, LTD.~~	~~P RANCH WORKING INTEREST, LLC~~	~~5/12/2010~~	~~5/12/2015~~	~~2943~~	~~294~~	~~1072987~~	~~Dimmit~~	~~TX~~
T0474008-001	SHACKELFORD, WILLIAM C., ET AL	SN COTULLA ASSETS, LLC	10/7/2014	10/7/2017	169	925	0142076	Frio	TX
T0474010	BANRICH, INC.	SN COTULLA ASSETS, LLC	11/6/2014	11/6/2017	179	673	0143195	Frio	TX
T0474011-001	ROCKIN S FLP, LTD	SN COTULLA ASSETS, LLC	1/25/2016	1/25/2019	198	904	0145972	Frio	TX
~~T0474005~~	~~HAUSSER, ROBERT JR, ET AL~~	~~SEP HOLDINGS II LLC~~	~~6/7/2010~~	~~6/6/2013~~	~~314~~	~~128~~	~~0126770~~	~~Frio~~	~~TX~~
T0463006	SANDIES CREEK, LTD.	SEP HOLDINGS II LLC	8/25/2008	8/25/2013	989	129	237573	Gonzales	TX
~~T0463003~~	~~PILGRIM LAKE, LTD.~~	~~SEP HOLDINGS II LLC~~	~~8/25/2008~~	~~8/25/2013~~	~~989~~	~~143~~	~~237576~~	~~Gonzales~~	~~TX~~
T0463003-004	SIMPSON, LYNNE MARIE RASCHKE	THOMAS W SCHLEIER	9/20/2010	9/20/2015	1044	280	249249	Gonzales	TX
T0463003-003	MCCASKILL, DONNA JAN	THOMAS W SCHLEIER	9/20/2010	9/20/2015	1044	283	249250	Gonzales	TX
T0463003-002	HANDLER, SYLVIA ANN	THOMAS W SCHLEIER	9/20/2010	9/20/2015	1044	286	249251	Gonzales	TX

E T0615001 HARRISON INTERESTS, LTD. P RANCH WORKING INTEREST, LLC 5/12/2010 5/12/2013 2943 294 1072987 Webb TX
386 510 15055 Dimmit
505 161 86051 La Salle

F T0474005 HAUSSER, ROBERT JR, ET AL SEP HOLDINGS II LLC 6/7/2010 6/6/2013 314 128 81407 Zavala TX
76 625 126770 Frio

G T0463003 PILGRIM LAKE, LTD. SEP HOLDINGS II LLC 8/25/2008 8/25/2013 989 143 237576 Gonzales TX
269 759 61055 DeWitt

Exhibit A
Leases

T0463003-005	ROGER D. KRAUSE FAMILY PARTNERSHIP	MARATHON OIL EF LLC	5/21/2012	5/21/2017	1098	093	0260455	Gonzales	TX
T0463003-006	ESTATE OF WILLIAM A KRAUSE, DECEASED	MARATHON OIL EF LLC	6/19/2012	6/19/2017	1098	098	0260456	Gonzales	TX
T0463003-008	BRY, MARVIN	MARATHON OIL EF LLC	5/16/2012	5/16/2017	1098	103	0260457	Gonzales	TX
T0463003-009	RUTSTEIN, JUDY BRY	MARATHON OIL EF LLC	5/16/2012	5/16/2017	1098	108	0260458	Gonzales	TX
T0463003-007	WEINBERG, CAROLYN JUDITH ALPERT	MARATHON OIL EF LLC	5/24/2012	5/24/2017	1100	060	0261150	Gonzales	TX
T0616002	BRISCOE RANCH INC	EDWARD G VAUGHAN	12/1/2005	11/30/2010	460	230	79159	LaSalle	TX
~~T0616002-002~~	~~MOODY FOUNDATION ET AL~~	~~EDWARD G VAUGHAN~~	~~12/1/2005~~	~~11/30/2010~~	~~460~~	~~233~~	~~79160~~	~~LaSalle~~	~~TX~~
T0626002	BRISCOE RANCH INC	EDWARD G VAUGHAN	3/6/2006	10/15/2017	2435	504	977956	Webb	TX
T0615004	STATE OF TEXAS MF-113861	SWEPI, LP	3/6/2012	3/6/2015	3235	782	1129402	Webb	TX
T0552003	HOLDSWORTH MINERALS, LP	EXCO OPERATING COMPANY, L.P.	5/31/2015	5/31/2018	373	578	91267	Zavala	TX
T0552004	HOLDSWORTH, JOHN B., ET AL	EXCO OPERATING COMPANY, LP	5/31/2015	5/31/2018	373	584	91268	Zavala	TX
T0462089-001	HARGIS VENTURES, LLC	SN COTULLA ASSETS, LLC	7/20/2015	7/20/2018	0376	0300	091601	Zavala	TX

H

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T0616002-002	MOODY FOUNDATION ET AL	EDWARD G VAUGHAN	12/1/2005	11/30/2007	460 329	233 487	79160 7079	La Salle Dimmit	TX

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Exhibit A
Wells

WELL NAME	COUNTY	STATE	API
BANRICH 01H	FRIO	TEXAS	42-163-33949
BARNHART 33H	GONZALES	TEXAS	42-177-33620
BARNHART 34H	GONZALES	TEXAS	42-177-33621
BARNHART 35H	GONZALES	TEXAS	42-177-33619
BARNHART 36H	GONZALES	TEXAS	42-177-33618
BARNHART 48H	GONZALES	TEXAS	
BARNHART 49H	GONZALES	TEXAS	
BARNHART 63H	GONZALES	TEXAS	
BARNHART 64H	GONZALES	TEXAS	
BARNHART 65H	GONZALES	TEXAS	
BARNHART 66H	GONZALES	TEXAS	
BARNHART 67H	GONZALES	TEXAS	
BARNHART 68H	GONZALES	TEXAS	
BARNHART 69H	GONZALES	TEXAS	
BARNHART C 05H	GONZALES	TEXAS	
BARNHART C 06H	GONZALES	TEXAS	
BARNHART G 01H	GONZALES	TEXAS	42-177-33731
BARNHART G 02H	GONZALES	TEXAS	42-177-33732
BARNHART G 03H	GONZALES	TEXAS	42-177-33733
BARNHART G 04H	GONZALES	TEXAS	42-177-33734
BARNHART G 06H	GONZALES	TEXAS	42-177-33740
BARNHART G 07H	GONZALES	TEXAS	42-177-33741
BARNHART G 08H	GONZALES	TEXAS	
BRISCOE CARLA RANCH 13HA	DIMMIT	TEXAS	42-127-37628
BRISCOE CARLA RANCH UNIT A 01H	DIMMIT	TEXAS	42-127-36445
BRISCOE CARLA RANCH UNIT A 02H	DIMMIT	TEXAS	42-127-36446
BRISCOE CARLA RANCH UNIT A 03H	DIMMIT	TEXAS	42-127-36447
BRISCOE CARLA RANCH UNIT A 04H	DIMMIT	TEXAS	42-127-36450
BRISCOE CARLA RANCH UNIT A 05H	DIMMIT	TEXAS	42-127-36449
BRISCOE CARLA RANCH UNIT B 01H	DIMMIT	TEXAS	42-127-36464
BRISCOE CARLA RANCH UNIT B 02H	DIMMIT	TEXAS	42-127-36465
BRISCOE CARLA RANCH UNIT B 03H	DIMMIT	TEXAS	42-127-36466
BRISCOE CARLA RANCH UNIT B 04H	DIMMIT	TEXAS	42-127-36468
BRISCOE CARLA RANCH UNIT B 05H	DIMMIT	TEXAS	42-127-36467
BRISCOE CARLA RANCH UNIT B 06H	DIMMIT	TEXAS	42-127-36469
BRISCOE CARLA RANCH UNIT B 07H	DIMMIT	TEXAS	42-127-36470
BRISCOE CATARINA NORTH 104H	DIMMIT	TEXAS	42-127-36819
BRISCOE CATARINA NORTH 105H	DIMMIT	TEXAS	42-127-36820
BRISCOE CATARINA NORTH 106H	DIMMIT	TEXAS	42-127-36810
BRISCOE CATARINA NORTH 107H	DIMMIT	TEXAS	42-127-36809
BRISCOE CATARINA NORTH 108H	DIMMIT	TEXAS	42-127-36811
BRISCOE CATARINA NORTH 109H	DIMMIT	TEXAS	42-127-36812
BRISCOE CATARINA NORTH 113H	DIMMIT	TEXAS	42-127-36816
BRISCOE CATARINA NORTH 114H	DIMMIT	TEXAS	42-127-36817
BRISCOE CATARINA NORTH 115H	DIMMIT	TEXAS	42-127-36818
BRISCOE CATARINA NORTH 117H	DIMMIT	TEXAS	42-127-36822
BRISCOE CATARINA NORTH 120H	DIMMIT	TEXAS	42-127-36828
BRISCOE CATARINA NORTH 122H	DIMMIT	TEXAS	42-127-36829
BRISCOE CATARINA NORTH 124H	DIMMIT	TEXAS	42-127-36831
BRISCOE CATARINA NORTH 127H	DIMMIT	TEXAS	42-127-36834
BRISCOE CATARINA NORTH 131H	DIMMIT	TEXAS	42-127-36865
BRISCOE CATARINA SOUTH 22HS	DIMMIT	TEXAS	42-127-37486

Exhibit A
Wells

BRISCOE CATARINA SOUTH 22HT	DIMMIT	TEXAS	42-127-37487
BRISCOE CATARINA SOUTH 22HU	DIMMIT	TEXAS	42-127-37493
BRISCOE CATARINA SOUTH 22HV	DIMMIT	TEXAS	42-127-37494
BRISCOE CATARINA SOUTH 22HW	DIMMIT	TEXAS	42-127-37495
BRISCOE CATARINA SOUTH 22HX	DIMMIT	TEXAS	42-127-37496
BRISCOE CATARINA SOUTH 22HY	DIMMIT	TEXAS	42-127-37497
BRISCOE CATARINA SOUTH 22HZ	DIMMIT	TEXAS	42-127-37498
BRISCOE CATARINA SOUTH 23HR	DIMMIT	TEXAS	42-127-37515
BRISCOE CATARINA SOUTH 23HS	DIMMIT	TEXAS	42-127-37517
BRISCOE CATARINA SOUTH 23HT	DIMMIT	TEXAS	42-127-37518
BRISCOE CATARINA SOUTH 23HU	DIMMIT	TEXAS	42-127-37519
BRISCOE CATARINA SOUTH 23HV	DIMMIT	TEXAS	42-127-37520
BRISCOE CATARINA SOUTH 23HW	DIMMIT	TEXAS	42-127-37521
BRISCOE CATARINA SOUTH 23HX	DIMMIT	TEXAS	42-127-37522
BRISCOE CATARINA SOUTH 23HY	DIMMIT	TEXAS	42-127-37523
BRISCOE CATARINA SOUTH 23HZ	DIMMIT	TEXAS	42-127-37524
BRISCOE CATARINA WEST 01HV	DIMMIT	TEXAS	42-127-37672
BRISCOE CATARINA WEST 83H	DIMMIT	TEXAS	42-127-36874
BRISCOE CATARINA WEST 84H	DIMMIT	TEXAS	42-127-36875
BRISCOE CATARINA WEST 85H	DIMMIT	TEXAS	42-127-36876
BRISCOE CATARINA WEST 86H	DIMMIT	TEXAS	42-127-36877
BRISCOE CATARINA WEST 87H	DIMMIT	TEXAS	42-127-36878
BRISCOE CATARINA WEST 88H	DIMMIT	TEXAS	42-127-36879
BRISCOE CATARINA WEST 89H	DIMMIT	TEXAS	42-127-36880
BRISCOE CATARINA WEST 91H	DIMMIT	TEXAS	42-127-36882
BRISCOE CATARINA WEST 92H	DIMMIT	TEXAS	42-127-36883
BRISCOE CATARINA WEST 94H	DIMMIT	TEXAS	42-127-36886
BRISCOE CATARINA WEST 97H	DIMMIT	TEXAS	42-127-36888
BRISCOE CHUPADERA RANCH 03HA	WEBB	TEXAS	42-479-43761
BRISCOE CHUPADERA RANCH 03HB	WEBB	TEXAS	42-479-43762
BRISCOE CHUPADERA RANCH 03HC	WEBB	TEXAS	42-479-43763
BRISCOE CHUPADERA RANCH 03HD	WEBB	TEXAS	42-479-43764
BRISCOE COCHINA EAST RANCH 09DR	DIMMIT	TEXAS	42-127-37537
BRISCOE COCHINA EAST RANCH 09HE	DIMMIT	TEXAS	42-127-37536
BRISCOE COCHINA EAST RANCH 09HF	DIMMIT	TEXAS	42-127-37538
BRISCOE COCHINA EAST RANCH 09HX	DIMMIT	TEXAS	42-127-37539
BRISCOE COCHINA EAST RANCH 09HY	DIMMIT	TEXAS	42-127-37542
BRISCOE COCHINA EAST RANCH 09HZ	DIMMIT	TEXAS	42-127-37544
BRISCOE COCHINA EAST RANCH 133H	DIMMIT	TEXAS	42-283-34859
BRISCOE COCHINA EAST RANCH 136H	DIMMIT	TEXAS	42-283-34862
BRISCOE COCHINA EAST RANCH 137H	DIMMIT	TEXAS	42-283-34863
BRISCOE COCHINA EAST RANCH 138H	DIMMIT	TEXAS	42-283-34864
BRISCOE COCHINA EAST RANCH 139H	DIMMIT	TEXAS	42-283-34865
BRISCOE COCHINA EAST RANCH 144H	LASALLE	TEXAS	42-283-34870
BRISCOE COCHINA EAST RANCH 145HR	DIMMIT	TEXAS	42-283-35149
BRISCOE COCHINA EAST RANCH 147H	DIMMIT	TEXAS	42-283-34873
BRISCOE COCHINA EAST RANCH 57HB	DIMMIT	TEXAS	42-127-37616
BRISCOE COCHINA EAST RANCH 57HD	DIMMIT	TEXAS	42-127-37618
BRISCOE COCHINA WEST RANCH 06HV	DIMMIT	TEXAS	42-127-37470
BRISCOE COCHINA WEST RANCH 06HW	DIMMIT	TEXAS	42-127-37471
BRISCOE COCHINA WEST RANCH 06HX	DIMMIT	TEXAS	42-127-37472
BRISCOE COCHINA WEST RANCH 06HY	DIMMIT	TEXAS	42-127-37473
BRISCOE COCHINA WEST RANCH 06HZ	DIMMIT	TEXAS	42-127-37474
BRISCOE COCHINA WEST RANCH 08H	DIMMIT	TEXAS	42-127-34821

Exhibit A
Wells

BRISCOE COCHINA WEST RANCH 09H	DIMMIT	TEXAS	42-127-34826
BRISCOE COCHINA WEST RANCH 100H	DIMMIT	TEXAS	42-127-36330
BRISCOE COCHINA WEST RANCH 10H	DIMMIT	TEXAS	42-127-34822
BRISCOE COCHINA WEST RANCH 13H	DIMMIT	TEXAS	42-127-34823
BRISCOE COCHINA WEST RANCH 14H	DIMMIT	TEXAS	42-127-34825
BRISCOE COCHINA WEST RANCH 15H	DIMMIT	TEXAS	42-127-34824
BRISCOE COCHINA WEST RANCH 31H	DIMMIT	TEXAS	42-127-34882
BRISCOE COCHINA WEST RANCH 32H	DIMMIT	TEXAS	42-127-34883
BRISCOE COCHINA WEST RANCH 33H	DIMMIT	TEXAS	42-127-34889
BRISCOE COCHINA WEST RANCH 34H	DIMMIT	TEXAS	42-127-34884
BRISCOE COCHINA WEST RANCH 35H	DIMMIT	TEXAS	42-127-34885
BRISCOE COCHINA WEST RANCH 36H	DIMMIT	TEXAS	42-127-35038
BRISCOE COCHINA WEST RANCH 37H	DIMMIT	TEXAS	42-127-35039
BRISCOE COCHINA WEST RANCH 38H	DIMMIT	TEXAS	42-127-35041
BRISCOE COCHINA WEST RANCH 45H	DIMMIT	TEXAS	42-127-35042
BRISCOE COCHINA WEST RANCH 46H	DIMMIT	TEXAS	42-127-35492
BRISCOE COCHINA WEST RANCH 78H	DIMMIT	TEXAS	42-127-36250
BRISCOE COCHINA WEST RANCH 79H	DIMMIT	TEXAS	42-127-36253
BRISCOE COCHINA WEST RANCH 80H	DIMMIT	TEXAS	42-127-36254
BRISCOE COCHINA WEST RANCH 81H	DIMMIT	TEXAS	42-127-36255
BRISCOE COCHINA WEST RANCH 82H	DIMMIT	TEXAS	42-127-36256
BRISCOE COCHINA WEST RANCH 83H	DIMMIT	TEXAS	42-127-36257
BRISCOE COCHINA WEST RANCH 84H	DIMMIT	TEXAS	42-127-36258
BRISCOE COCHINA WEST RANCH 85H	DIMMIT	TEXAS	42-127-36259
BRISCOE COCHINA WEST RANCH 86H	DIMMIT	TEXAS	42-127-36260
BRISCOE COCHINA WEST RANCH 87H	DIMMIT	TEXAS	42-127-36261
BRISCOE COCHINA WEST RANCH 96H	DIMMIT	TEXAS	42-127-36326
BRISCOE COCHINA WEST RANCH 97H	DIMMIT	TEXAS	42-127-36327
BRISCOE COCHINA WEST RANCH 98H	DIMMIT	TEXAS	42-127-36328
BRISCOE COCHINA WEST RANCH 99H	DIMMIT	TEXAS	42-127-36329
BRISCOE METCALF UNIT 01HU	DIMMIT	TEXAS	42-127-37610
BRISCOE METCALF UNIT 01HW	DIMMIT	TEXAS	42-127-37613
BRISCOE METCALF UNIT 01HY	DIMMIT	TEXAS	42-127-37599
BRISCOE METCALF UNIT 02HW	DIMMIT	TEXAS	42-127-37603
BRISCOE METCALF UNIT 02HY	DIMMIT	TEXAS	42-127-37607
CARLA SOUTH SPUR UNIT A 01H	DIMMIT	TEXAS	42-127-36476
CARLA SOUTH SPUR UNIT A 02H	DIMMIT	TEXAS	42-127-36480
CARLA SOUTH SPUR UNIT A 03H	DIMMIT	TEXAS	42-127-36481
DIAMOND H STATE UNIT A 01HT	DIMMIT	TEXAS	42-127-37621
DIAMOND H STATE UNIT A 01HV	DIMMIT	TEXAS	42-127-37562
DIAMOND H STATE UNIT A 01HW	DIMMIT	TEXAS	42-127-37563
DIAMOND H STATE UNIT A 01HY	DIMMIT	TEXAS	42-127-37565
DIAMOND H STATE UNIT A 01HZ	DIMMIT	TEXAS	42-127-37566
DIAMOND H STATE UNIT B 05H	DIMMIT	TEXAS	42-127-37081
DIAMOND H STATE UNIT B 07H	DIMMIT	TEXAS	42-127-37083
HARGIS 01H	ZAVALA	TEXAS	42-507-33263
HARGIS 02H	ZAVALA	TEXAS	42-507-33264
HAUSSER 01H	FRIO	TEXAS	42-163-33710
HAUSSER 02H	FRIO	TEXAS	42-163-33841
HAUSSER 03H	FRIO	TEXAS	42-163-33848
HAUSSER A 01H	FRIO	TEXAS	42-163-33987
HAUSSER A 02H	FRIO	TEXAS	42-163-33988
HAUSSER B 01H	FRIO	TEXAS	42-163-33993
HAUSSER B 03H	FRIO	TEXAS	42-163-33994

Exhibit A
Wells

HAUSSER B 04H	FRIO	TEXAS	42-163-33995
HAUSSER C 01H	FRIO	TEXAS	42-163-33989
HAUSSER C 02H	FRIO	TEXAS	42-163-33990
HAUSSER C 03H	FRIO	TEXAS	42-163-33991
HAUSSER C 04H	FRIO	TEXAS	42-163-33992
HAUSSER D 01H	FRIO	TEXAS	42-163-33944
HAUSSER D 02H	FRIO	TEXAS	42-163-33945
HAUSSER D 03H	FRIO	TEXAS	42-163-33946
HAUSSER D 04H	FRIO	TEXAS	42-163-33947
HAUSSER E 01H	FRIO	TEXAS	42-163-34034
HAUSSER E 02H	FRIO	TEXAS	42-163-34035
HAUSSER F 01H	FRIO	TEXAS	42-163-34047
HAUSSER F 02H	FRIO	TEXAS	42-163-34048
HAUSSER F 03H	FRIO	TEXAS	42-163-34049
HAUSSER F 04H	FRIO	TEXAS	42-163-34050
HAUSSER G 03H	FRIO	TEXAS	42-163-34051
HAUSSER G 04H	FRIO	TEXAS	42-163-34052
HAUSSER H 01H	FRIO	TEXAS	42-163-34044
HAUSSER H 02H	FRIO	TEXAS	42-163-34045
HAUSSER H 03H	FRIO	TEXAS	42-163-34053
HAUSSER H 04H	FRIO	TEXAS	42-163-34046
HAUSSER I 01H	FRIO	TEXAS	42-163-34054
HAUSSER I 02H	FRIO	TEXAS	42-163-34055
HAUSSER I 03H	FRIO	TEXAS	42-163-34056
HAUSSER I 04H	FRIO	TEXAS	42-163-34057
HAUSSER J 01H	FRIO	TEXAS	42-163-34036
HAUSSER J 02H	FRIO	TEXAS	42-163-34037
HAUSSER J 03H	FRIO	TEXAS	42-163-34041
HAUSSER J 04H	FRIO	TEXAS	42-163-34038
HAUSSER K 01H	FRIO	TEXAS	42-163-34027
HAUSSER K 02H	FRIO	TEXAS	42-163-34028
HAUSSER K 03H	FRIO	TEXAS	42-163-34022
HAUSSER K 04H	FRIO	TEXAS	42-163-34023
HAUSSER L 01H	FRIO	TEXAS	42-163-34024
HAUSSER L 02H	FRIO	TEXAS	42-163-34025
HAUSSER L 03H	FRIO	TEXAS	42-163-34026
HOLDSWORTH UNIT A 01HW	ZAVALA	TEXAS	42-507-33271
HOLDSWORTH UNIT A 01HX	ZAVALA	TEXAS	42-507-33272
HOLDSWORTH UNIT A 01HY	ZAVALA	TEXAS	42-507-33273
HOLDSWORTH UNIT B 01HZ	ZAVALA	TEXAS	42-507-33274
JOHN HOLDSWORTH UNIT ZAV 01H-B	ZAVALA	TEXAS	42-507-33252
LARS UNIT 02H	GONZALES	TEXAS	42-177-33769
LARS UNIT 04H	GONZALES	TEXAS	42-177-33771
LARS UNIT 05H	GONZALES	TEXAS	42-177-33770
NC PUD 02 (PILONCILLO A 7HJ)	DIMMIT	TEXAS	4212736564
NC PUD 03	DIMMIT	TEXAS	#N/A
NC PUD 04	DIMMIT	TEXAS	#N/A
NC PUD 05 (PILONCILLO A 7HF)	DIMMIT	TEXAS	4212736563
NC PUD 06	DIMMIT	TEXAS	#N/A
NC PUD 07	DIMMIT	TEXAS	#N/A
NC PUD 08	DIMMIT	TEXAS	#N/A
NC PUD 09	DIMMIT	TEXAS	#N/A
NC PUD 10	DIMMIT	TEXAS	#N/A
NC PUD 11	DIMMIT	TEXAS	#N/A

Exhibit A
Wells

NC PUD 12	DIMMIT	TEXAS	#N/A
NC PUD 13	DIMMIT	TEXAS	#N/A
NC PUD 14	DIMMIT	TEXAS	#N/A
NC PUD 15	DIMMIT	TEXAS	#N/A
NC PUD 16	DIMMIT	TEXAS	#N/A
NC PUD 17	DIMMIT	TEXAS	#N/A
NC PUD 18	DIMMIT	TEXAS	#N/A
NC PUD 19	DIMMIT	TEXAS	#N/A
NC PUD 20	DIMMIT	TEXAS	#N/A
NC PUD 21	DIMMIT	TEXAS	#N/A
NC PUD 22	DIMMIT	TEXAS	#N/A
NELSON A 01H	DIMMIT	TEXAS	42-127-37270
NELSON A 02H	DIMMIT	TEXAS	42-127-37269
NORTH_EAST	DIMMIT	TEXAS	#N/A
NORTH_EAST	DIMMIT	TEXAS	#N/A
NORTH_EAST	DIMMIT	TEXAS	#N/A
NORTH_EAST	DIMMIT	TEXAS	#N/A
NORTH_EAST	DIMMIT	TEXAS	#N/A
NORTH_EAST	DIMMIT	TEXAS	#N/A
NORTH_EAST	DIMMIT	TEXAS	#N/A
NORTH_EAST	DIMMIT	TEXAS	#N/A
NORTH_EAST	DIMMIT	TEXAS	#N/A
NORTH_EAST	DIMMIT	TEXAS	#N/A
NORTH_EAST	DIMMIT	TEXAS	#N/A
NORTH_EAST	DIMMIT	TEXAS	#N/A
NW INFILL 04	DIMMIT	TEXAS	#N/A
PILONCILLO A 01HX	DIMMIT	TEXAS	42-127-37058
PILONCILLO A 01HY	DIMMIT	TEXAS	42-127-37059
PILONCILLO A 01HZ	DIMMIT	TEXAS	42-127-37060
PILONCILLO A 02H	DIMMIT	TEXAS	42-127-33766
PILONCILLO A 02HX	DIMMIT	TEXAS	
PILONCILLO A 02HY	DIMMIT	TEXAS	42-127-37055
PILONCILLO A 02HZ	DIMMIT	TEXAS	42-127-37056
PILONCILLO A 07HA	DIMMIT	TEXAS	42-127-34297
PILONCILLO A 07HG	DIMMIT	TEXAS	42-127-36540
PILONCILLO A 07HH	DIMMIT	TEXAS	42-127-36541
PILONCILLO A 07HI	DIMMIT	TEXAS	42-127-36542
PILONCILLO A 07HY	DIMMIT	TEXAS	42-127-36793
PILONCILLO A 07HZ	DIMMIT	TEXAS	42-127-36794
PILONCILLO A 08HE	DIMMIT	TEXAS	42-127-36994
PILONCILLO A 08HF	DIMMIT	TEXAS	42-127-36995
PILONCILLO A 08HG	DIMMIT	TEXAS	42-127-37000
PILONCILLO A 08HL	DIMMIT	TEXAS	42-127-34306
PILONCILLO A 09HX	DIMMIT	TEXAS	42-127-34514
PILONCILLO A 09HY	DIMMIT	TEXAS	42-127-34504
PILONCILLO A 09HZ	DIMMIT	TEXAS	42-127-34505
PILONCILLO A 10HD	DIMMIT	TEXAS	42-127-34681
PILONCILLO A 10HE	DIMMIT	TEXAS	42-127-36927
PILONCILLO A 10HF	DIMMIT	TEXAS	42-127-36928
PILONCILLO A 12HD	DIMMIT	TEXAS	42-127-37078
PILONCILLO A 12HE	DIMMIT	TEXAS	42-127-37079
PILONCILLO A 12HU	DIMMIT	TEXAS	42-127-37086
PILONCILLO A 12HV	DIMMIT	TEXAS	42-127-37087
PILONCILLO A 12HW	DIMMIT	TEXAS	42-127-37088

Exhibit A
Wells

PILONCILLO A 14HA	DIMMIT	TEXAS	42-127-35089
PILONCILLO A 14HB	DIMMIT	TEXAS	42-127-35073
PILONCILLO A 14HD	DIMMIT	TEXAS	42-127-35082
PILONCILLO A 14HE	DIMMIT	TEXAS	42-127-35085
PILONCILLO A 16HU	DIMMIT	TEXAS	42-127-36929
PILONCILLO A 16HV	DIMMIT	TEXAS	42-127-36930
PILONCILLO A 16HX	DIMMIT	TEXAS	42-127-36932
PILONCILLO A 16HY	DIMMIT	TEXAS	42-127-36933
PILONCILLO A 16HZ	DIMMIT	TEXAS	42-127-36934
PILONCILLO A 17HU	DIMMIT	TEXAS	
PILONCILLO A 17HW	DIMMIT	TEXAS	
PILONCILLO A 17HX	DIMMIT	TEXAS	
PILONCILLO A 18HU	DIMMIT	TEXAS	42-127-37274
PILONCILLO A 18HV	DIMMIT	TEXAS	42-127-37275
PILONCILLO A 18HW	DIMMIT	TEXAS	42-127-37276
PILONCILLO A 18HX	DIMMIT	TEXAS	42-127-37278
PILONCILLO A 18HY	DIMMIT	TEXAS	42-127-37279
PILONCILLO A 18HZ	DIMMIT	TEXAS	42-127-37280
PILONCILLO A 20HT	DIMMIT	TEXAS	
PILONCILLO A 20HU	DIMMIT	TEXAS	
PILONCILLO A 20HW	DIMMIT	TEXAS	
PILONCILLO A 20HX	DIMMIT	TEXAS	
PILONCILLO A 20HZ	DIMMIT	TEXAS	
PILONCILLO A 21HA	DIMMIT	TEXAS	
PILONCILLO A 21HC	DIMMIT	TEXAS	
PILONCILLO A 21HD	DIMMIT	TEXAS	
PILONCILLO A 21HF	DIMMIT	TEXAS	
PILONCILLO A 21HG	DIMMIT	TEXAS	
PILONCILLO A 21HI	DIMMIT	TEXAS	
PILONCILLO A 21HR	DIMMIT	TEXAS	
PILONCILLO A 21HT	DIMMIT	TEXAS	
PILONCILLO A 21HU	DIMMIT	TEXAS	
PILONCILLO A 21HW	DIMMIT	TEXAS	
PILONCILLO A 21HX	DIMMIT	TEXAS	
PILONCILLO A 21HZ	DIMMIT	TEXAS	
PILONCILLO A 22HA	DIMMIT	TEXAS	
PILONCILLO A 22HC	DIMMIT	TEXAS	
PILONCILLO A 22HD	DIMMIT	TEXAS	
PILONCILLO A 22HF	DIMMIT	TEXAS	
PILONCILLO A 22HG	DIMMIT	TEXAS	
PILONCILLO A 22HI	DIMMIT	TEXAS	
PILONCILLO A 22HR	DIMMIT	TEXAS	
PILONCILLO A 22HT	DIMMIT	TEXAS	
PILONCILLO A 22HU	DIMMIT	TEXAS	
PILONCILLO A 22HW	DIMMIT	TEXAS	
PILONCILLO A 22HX	DIMMIT	TEXAS	
PILONCILLO A 22HZ	DIMMIT	TEXAS	
PILONCILLO A 23HA	DIMMIT	TEXAS	42-127-36939
PILONCILLO A 23HB	DIMMIT	TEXAS	42-127-36940
PILONCILLO A 23HD	DIMMIT	TEXAS	42-127-37334
PILONCILLO A 23HE	DIMMIT	TEXAS	42-127-37335
PILONCILLO A 23HF	DIMMIT	TEXAS	42-127-37336
PILONCILLO A 23HG	DIMMIT	TEXAS	42-127-37337
PILONCILLO A 23HH	DIMMIT	TEXAS	42-127-37338

Exhibit A
Wells

PILONCILLO A 23HX	DIMMIT	TEXAS	42-127-36941
PILONCILLO A 24HY	DIMMIT	TEXAS	42-127-35467
PILONCILLO A 24HZ	DIMMIT	TEXAS	42-127-35469
PILONCILLO A 25HA	DIMMIT	TEXAS	42-127-37756
PILONCILLO A 25HB	DIMMIT	TEXAS	42-127-37757
PILONCILLO A 25HC	DIMMIT	TEXAS	42-127-37758
PILONCILLO A 25HD	DIMMIT	TEXAS	42-127-37759
PILONCILLO A 25HE	DIMMIT	TEXAS	42-127-3760
PILONCILLO A 25HF	DIMMIT	TEXAS	
PILONCILLO A 25HU	DIMMIT	TEXAS	
PILONCILLO A 25HV	DIMMIT	TEXAS	
PILONCILLO A 25HW	DIMMIT	TEXAS	
PILONCILLO A 25HX	DIMMIT	TEXAS	42-127-37263
PILONCILLO A 25HY	DIMMIT	TEXAS	42-127-37264
PILONCILLO A 25HZ	DIMMIT	TEXAS	42-127-37265
PILONCILLO A 26HA	DIMMIT	TEXAS	
PILONCILLO A 26HB	DIMMIT	TEXAS	
PILONCILLO A 26HC	DIMMIT	TEXAS	
PILONCILLO A 26HD	DIMMIT	TEXAS	
PILONCILLO A 26HE	DIMMIT	TEXAS	
PILONCILLO A 26HF	DIMMIT	TEXAS	
PILONCILLO A 26HU	DIMMIT	TEXAS	
PILONCILLO A 26HV	DIMMIT	TEXAS	
PILONCILLO A 26HW	DIMMIT	TEXAS	
PILONCILLO A 26HX	DIMMIT	TEXAS	
PILONCILLO A 26HY	DIMMIT	TEXAS	
PILONCILLO A 26HZ	DIMMIT	TEXAS	
PILONCILLO A 27HA	DIMMIT	TEXAS	
PILONCILLO A 27HB	DIMMIT	TEXAS	
PILONCILLO A 27HC	DIMMIT	TEXAS	
PILONCILLO A 27HD	DIMMIT	TEXAS	
PILONCILLO A 27HE	DIMMIT	TEXAS	
PILONCILLO A 27HF	DIMMIT	TEXAS	
PILONCILLO A 27HU	DIMMIT	TEXAS	
PILONCILLO A 27HV	DIMMIT	TEXAS	
PILONCILLO A 27HW	DIMMIT	TEXAS	
PILONCILLO A 27HX	DIMMIT	TEXAS	
PILONCILLO A 27HY	DIMMIT	TEXAS	
PILONCILLO A 27HZ	DIMMIT	TEXAS	
PILONCILLO A 28HA	DIMMIT	TEXAS	42-127-37339
PILONCILLO A 28HB	DIMMIT	TEXAS	42-127-37340
PILONCILLO A 28HC	DIMMIT	TEXAS	42-127-37341
PILONCILLO A 28HE	DIMMIT	TEXAS	42-127-37343
PILONCILLO A 28HV	DIMMIT	TEXAS	
PILONCILLO A 28HW	DIMMIT	TEXAS	
PILONCILLO A 28HX	DIMMIT	TEXAS	
PILONCILLO A 28HY	DIMMIT	TEXAS	
PILONCILLO A 28HZ	DIMMIT	TEXAS	
PILONCILLO A 29HT	DIMMIT	TEXAS	
PILONCILLO A 29HU	DIMMIT	TEXAS	
PILONCILLO A 29HV	DIMMIT	TEXAS	
PILONCILLO A 29HW	DIMMIT	TEXAS	
PILONCILLO A 29HX	DIMMIT	TEXAS	
PILONCILLO A 29HY	DIMMIT	TEXAS	

Exhibit A
Wells

PILONCILLO A 29HZ	DIMMIT	TEXAS	
PILONCILLO A 30HB	DIMMIT	TEXAS	
PILONCILLO A 30HC	DIMMIT	TEXAS	
PILONCILLO A 30HD	DIMMIT	TEXAS	
PILONCILLO A 30HE	DIMMIT	TEXAS	
PILONCILLO A 30HF	DIMMIT	TEXAS	
PILONCILLO A 31HA	DIMMIT	TEXAS	42-127-37282
PILONCILLO A 31HB	DIMMIT	TEXAS	42-127-37283
PILONCILLO A 31HC	DIMMIT	TEXAS	42-127-37284
PILONCILLO A 31HD	DIMMIT	TEXAS	42-127-37285
PILONCILLO A 31HE	DIMMIT	TEXAS	42-127-37286
PILONCILLO A 33HV	DIMMIT	TEXAS	
PILONCILLO A 33HW	DIMMIT	TEXAS	
PILONCILLO A 33HY	DIMMIT	TEXAS	
PILONCILLO A 33HZ	DIMMIT	TEXAS	
PILONCILLO A 34HT	DIMMIT	TEXAS	
PILONCILLO A 34HU	DIMMIT	TEXAS	
PILONCILLO A 34HV	DIMMIT	TEXAS	
PILONCILLO A 34HW	DIMMIT	TEXAS	
PILONCILLO A 34HX	DIMMIT	TEXAS	
PILONCILLO A 34HY	DIMMIT	TEXAS	
PILONCILLO A 34HZ	DIMMIT	TEXAS	
PILONCILLO A 35HU	DIMMIT	TEXAS	
PILONCILLO A 35HV	DIMMIT	TEXAS	
PILONCILLO A 35HW	DIMMIT	TEXAS	
PILONCILLO A 35HX	DIMMIT	TEXAS	
PILONCILLO A 35HY	DIMMIT	TEXAS	
PILONCILLO A 35HZ	DIMMIT	TEXAS	
PILONCILLO A 36HU	DIMMIT	TEXAS	
PILONCILLO A 36HV	DIMMIT	TEXAS	
PILONCILLO A 36HW	DIMMIT	TEXAS	
PILONCILLO A 36HX	DIMMIT	TEXAS	
PILONCILLO A 36HY	DIMMIT	TEXAS	
PILONCILLO A 36HZ	DIMMIT	TEXAS	
PILONCILLO A 37HU	DIMMIT	TEXAS	
PILONCILLO A 37HV	DIMMIT	TEXAS	
PILONCILLO A 37HW	DIMMIT	TEXAS	
PILONCILLO A 37HX	DIMMIT	TEXAS	
PILONCILLO A 37HY	DIMMIT	TEXAS	
PILONCILLO A 37HZ	DIMMIT	TEXAS	
PILONCILLO A 38HU	DIMMIT	TEXAS	
PILONCILLO A 38HV	DIMMIT	TEXAS	
PILONCILLO A 38HW	DIMMIT	TEXAS	
PILONCILLO A 38HX	DIMMIT	TEXAS	
PILONCILLO A 38HY	DIMMIT	TEXAS	
PILONCILLO A 38HZ	DIMMIT	TEXAS	
PILONCILLO A 39HU	DIMMIT	TEXAS	
PILONCILLO A 39HV	DIMMIT	TEXAS	
PILONCILLO A 39HW	DIMMIT	TEXAS	
PILONCILLO A 39HX	DIMMIT	TEXAS	
PILONCILLO A 39HY	DIMMIT	TEXAS	
PILONCILLO A 39HZ	DIMMIT	TEXAS	
PILONCILLO A 40HU	DIMMIT	TEXAS	
PILONCILLO A 40HV	DIMMIT	TEXAS	

Exhibit A
Wells

PILONCILLO A 40HW	DIMMIT	TEXAS	
PILONCILLO A 40HX	DIMMIT	TEXAS	
PILONCILLO A 40HY	DIMMIT	TEXAS	
PILONCILLO A 40HZ	DIMMIT	TEXAS	
PILONCILLO A 41HV	DIMMIT	TEXAS	
PILONCILLO A 41HW	DIMMIT	TEXAS	42-127-37554
PILONCILLO A 41HX	DIMMIT	TEXAS	42-127-37555
PILONCILLO A 41HY	DIMMIT	TEXAS	42-127-37556
PILONCILLO A 41HZ	DIMMIT	TEXAS	42-127-37557
PILONCILLO B 01HB	DIMMIT	TEXAS	42-127-37317
PILONCILLO B 01HC	DIMMIT	TEXAS	42-127-37318
PILONCILLO B 01HY	DIMMIT	TEXAS	42-127-37319
PILONCILLO B 01HZ	DIMMIT	TEXAS	42-127-37320
PILONCILLO B 03HA	DIMMIT	TEXAS	42-127-37736
PILONCILLO B 03HC	DIMMIT	TEXAS	42-127-37738
PILONCILLO B 04HA	DIMMIT	TEXAS	42-127-37729
PILONCILLO B 04HB	DIMMIT	TEXAS	42-127-37730
PILONCILLO B 04HC	DIMMIT	TEXAS	42-127-37731
PILONCILLO B 06HZ	DIMMIT	TEXAS	42-127-37683
PILONCILLO B 07HX	DIMMIT	TEXAS	42-127-37684
PILONCILLO B 07HY	DIMMIT	TEXAS	42-127-37685
PILONCILLO B 07HZ	DIMMIT	TEXAS	42-127-37686
PILONCILLO B 10HA	DIMMIT	TEXAS	
PILONCILLO B 10HB	DIMMIT	TEXAS	
PILONCILLO B 10HC	DIMMIT	TEXAS	
PILONCILLO B 10HD	DIMMIT	TEXAS	
PILONCILLO B 10HE	DIMMIT	TEXAS	
PILONCILLO B 10HF	DIMMIT	TEXAS	
PILONCILLO B 11HA	DIMMIT	TEXAS	
PILONCILLO B 11HB	DIMMIT	TEXAS	
PILONCILLO B 11HC	DIMMIT	TEXAS	
PILONCILLO B 11HD	DIMMIT	TEXAS	
PILONCILLO B 11HE	DIMMIT	TEXAS	
PILONCILLO B 11HF	DIMMIT	TEXAS	
PILONCILLO B 14HB	DIMMIT	TEXAS	
PILONCILLO B 14HC	DIMMIT	TEXAS	
PILONCILLO C 01VH	DIMMIT	TEXAS	42-127-34360
PILONCILLO C 03HL	DIMMIT	TEXAS	42-127-35121
PILONCILLO C 04HY	DIMMIT	TEXAS	42-127-36509
PILONCILLO C 04HZ	DIMMIT	TEXAS	42-127-36511
PILONCILLO C 05HD	DIMMIT	TEXAS	42-127-36630
PILONCILLO C 05HE	DIMMIT	TEXAS	42-127-36565
PILONCILLO D 03HB	WEBB	TEXAS	42-479-43287
PILONCILLO D 03HC	WEBB	TEXAS	42-479-43288
PILONCILLO D 05HB	WEBB	TEXAS	42-479-41282
PILONCILLO D 05HY	WEBB	TEXAS	42-479-41286
PILONCILLO D 05HZ	WEBB	TEXAS	42-479-41285
PILONCILLO D 06HA	WEBB	TEXAS	42-479-41251
PILONCILLO D 07HA	WEBB	TEXAS	42-479-41351
PILONCILLO D 08HB	WEBB	TEXAS	42-479-41343
PILONCILLO D 08HD	WEBB	TEXAS	42-479-43285
PILONCILLO D 08HE	WEBB	TEXAS	42-479-43289
PILONCILLO D 08HF	WEBB	TEXAS	42-479-43290
PILONCILLO D 08HL	WEBB	TEXAS	42-479-41346

Exhibit A
Wells

PILONCILLO D 08HY	WEBB	TEXAS	42-479-43291
PILONCILLO D 08HZ	WEBB	TEXAS	42-479-43292
PILONCILLO D 09HE	WEBB	TEXAS	42-479-43056
PILONCILLO D 09HF	WEBB	TEXAS	42-479-43057
PILONCILLO D 09HG	WEBB	TEXAS	42-479-43058
PILONCILLO D 09HH	WEBB	TEXAS	42-479-43059
PILONCILLO D 10HB	WEBB	TEXAS	42-479-41453
PILONCILLO D 10HL	WEBB	TEXAS	42-479-41461
PILONCILLO D 12HA	WEBB	TEXAS	42-479-41618
PILONCILLO D 12HB	WEBB	TEXAS	42-479-41613
PILONCILLO D 13HD	WEBB	TEXAS	42-479-43314
PILONCILLO D 13HE	WEBB	TEXAS	42-479-43315
PILONCILLO D 15HA	WEBB	TEXAS	42-479-41698
PILONCILLO D 16HA	WEBB	TEXAS	42-479-41732
PILONCILLO D 16HC	WEBB	TEXAS	42-479-43203
PILONCILLO D 16HE	WEBB	TEXAS	42-479-43355
PILONCILLO D 16HY	WEBB	TEXAS	42-479-43205
PILONCILLO D 16HZ	WEBB	TEXAS	42-479-43206
PILONCILLO D 17HA	WEBB	TEXAS	42-479-41812
PILONCILLO D 17HB	WEBB	TEXAS	42-479-41814
PILONCILLO D 17HC	WEBB	TEXAS	42-479-41813
PILONCILLO D 17HD	WEBB	TEXAS	42-479-41815
PILONCILLO D 17HE	WEBB	TEXAS	42-479-41817
PILONCILLO D 17HF	WEBB	TEXAS	42-479-41818
PILONCILLO D 17HW	WEBB	TEXAS	42-479-42136
PILONCILLO D 17HX	WEBB	TEXAS	42-479-42137
PILONCILLO D 17HY	WEBB	TEXAS	42-479-42132
PILONCILLO D 17HZ	WEBB	TEXAS	42-479-42138
PILONCILLO D 18HA	WEBB	TEXAS	42-479-42033
PILONCILLO D 18HE	WEBB	TEXAS	42-479-42030
PILONCILLO D 18HF	WEBB	TEXAS	42-479-42032
PILONCILLO D 18HG	WEBB	TEXAS	42-479-42961
PILONCILLO D 18HH	WEBB	TEXAS	42-479-42962
PILONCILLO D 18HI	WEBB	TEXAS	42-479-42965
PILONCILLO D 18HJ	WEBB	TEXAS	42-479-42963
PILONCILLO D 18HK	WEBB	TEXAS	42-479-42966
PILONCILLO D 19HA	WEBB	TEXAS	42-479-42098
PILONCILLO D 19HB	WEBB	TEXAS	42-479-42100
PILONCILLO D 19HD	WEBB	TEXAS	42-479-42102
PILONCILLO D 19HE	WEBB	TEXAS	42-479-42103
PILONCILLO D 19HG	WEBB	TEXAS	42-479-43104
PILONCILLO D 19HH	WEBB	TEXAS	42-479-43106
PILONCILLO D 19HI	WEBB	TEXAS	42-479-43107
PILONCILLO D 19HZ	WEBB	TEXAS	42-479-43175
PILONCILLO D 20HA	WEBB	TEXAS	42-479-42207
PILONCILLO D 20HB	WEBB	TEXAS	42-479-42208
PILONCILLO D 20HD	WEBB	TEXAS	42-479-42210
PILONCILLO D 20HE	WEBB	TEXAS	42-479-42211
PILONCILLO D 20HV	WEBB	TEXAS	42-479-42212
PILONCILLO D 20HW	WEBB	TEXAS	42-479-42213
PILONCILLO D 20HX	WEBB	TEXAS	42-479-42206
PILONCILLO D 20HY	WEBB	TEXAS	42-479-42214
PILONCILLO D 20HZ	WEBB	TEXAS	42-479-42215
PILONCILLO D 21HA	WEBB	TEXAS	42-479-41678

Exhibit A
Wells

PILONCILLO D 21HC	WEBB	TEXAS	42-479-41680
PILONCILLO D 21HD	WEBB	TEXAS	42-479-41681
PILONCILLO D 22HA	WEBB	TEXAS	42-479-42226
PILONCILLO D 22HB	WEBB	TEXAS	42-479-42234
PILONCILLO D 22HD	WEBB	TEXAS	42-479-42228
PILONCILLO D 22HE	WEBB	TEXAS	42-479-42229
PILONCILLO D 22HF	WEBB	TEXAS	42-479-42230
PILONCILLO D 22HX	WEBB	TEXAS	42-479-42231
PILONCILLO D 22HY	WEBB	TEXAS	42-479-42232
PILONCILLO D 22HZ	WEBB	TEXAS	42-479-42233
PILONCILLO D 23HD	WEBB	TEXAS	42-479-41786
PILONCILLO D 23HE	WEBB	TEXAS	42-479-41787
PILONCILLO D 25HA	WEBB	TEXAS	42-479-42387
PILONCILLO D 25HB	WEBB	TEXAS	42-479-42399
PILONCILLO D 25HC	WEBB	TEXAS	42-479-42397
PILONCILLO D 25HD	WEBB	TEXAS	42-479-42388
PILONCILLO D 25HE	WEBB	TEXAS	42-479-42398
PILONCILLO D 25HF	WEBB	TEXAS	42-479-42389
PILONCILLO D 26HC	WEBB	TEXAS	42-479-42289
PILONCILLO D 26HN	WEBB	TEXAS	42-479-42979
PILONCILLO D 26HP	WEBB	TEXAS	42-479-42980
PILONCILLO D 26HT	WEBB	TEXAS	42-479-42303
PILONCILLO D 26HU	WEBB	TEXAS	42-479-42309
PILONCILLO D 26HV	WEBB	TEXAS	42-479-42304
PILONCILLO D 26HW	WEBB	TEXAS	42-479-42305
PILONCILLO D 26HX	WEBB	TEXAS	42-479-42306
PILONCILLO D 26HY	WEBB	TEXAS	42-479-42307
PILONCILLO D 26HZ	WEBB	TEXAS	42-479-42308
PILONCILLO D 33HC	WEBB	TEXAS	
PILONCILLO D 33HD	WEBB	TEXAS	
PILONCILLO D 33HE	WEBB	TEXAS	
PILONCILLO D 33HF	WEBB	TEXAS	
PILONCILLO D 33HH	WEBB	TEXAS	
PILONCILLO D 34HA	WEBB	TEXAS	
PILONCILLO D 34HB	WEBB	TEXAS	
PILONCILLO D 34HC	WEBB	TEXAS	
PILONCILLO D 34HD	WEBB	TEXAS	
PILONCILLO D 34HE	WEBB	TEXAS	
PILONCILLO E 02HB	WEBB	TEXAS	42-479-43558
PILONCILLO E 02HC	WEBB	TEXAS	42-479-43559
PILONCILLO E 02HD	WEBB	TEXAS	42-479-43560
PILONCILLO E 02HE	WEBB	TEXAS	42-479-43561
PILONCILLO E 06HB	WEBB	TEXAS	42-479-41735
PILONCILLO E 06HD	WEBB	TEXAS	42-479-41737
PILONCILLO E 06HE	WEBB	TEXAS	42-479-41738
PILONCILLO E 06HF	WEBB	TEXAS	42-479-43201
PILONCILLO E 06HG	WEBB	TEXAS	42-479-43202
PILONCILLO E 07HA	WEBB	TEXAS	42-479-43241
PILONCILLO E 07HB	WEBB	TEXAS	42-479-43242
PILONCILLO E 07HC	WEBB	TEXAS	42-479-43441
PILONCILLO E 07HD	WEBB	TEXAS	42-479-43440
PILONCILLO E 14HA	WEBB	TEXAS	42-479-43648
PILONCILLO E 14HB	WEBB	TEXAS	42-479-43649
PILONCILLO E 14HC	WEBB	TEXAS	42-479-43650

Exhibit A
Wells

PILONCILLO E 14HD	WEBB	TEXAS	42-479-43651
PILONCILLO E 14HF	WEBB	TEXAS	42-479-43653
PILONCILLO E 14HG	WEBB	TEXAS	42-479-43654
PILONCILLO E 15HA	WEBB	TEXAS	42-479-43322
PILONCILLO E 15HB	WEBB	TEXAS	42-479-43323
PILONCILLO E 15HC	WEBB	TEXAS	42-479-43324
PILONCILLO E 15HT	WEBB	TEXAS	42-479-43325
PILONCILLO E 15HU	WEBB	TEXAS	42-479-43326
PILONCILLO E 15HV	WEBB	TEXAS	42-479-42170
PILONCILLO E 20HA	WEBB	TEXAS	42-479-43656
PILONCILLO E 20HB	WEBB	TEXAS	42-479-43657
PILONCILLO E 20HC	WEBB	TEXAS	42-479-43658
PILONCILLO E 20HD	WEBB	TEXAS	42-479-43659
PILONCILLO E 20HE	WEBB	TEXAS	42-479-43660
PILONCILLO E 20HF	WEBB	TEXAS	42-479-43661
PILONCILLO E 20HG	WEBB	TEXAS	42-479-43662
PILONCILLO E 21HA	WEBB	TEXAS	42-479-43452
PILONCILLO E 21HB	WEBB	TEXAS	42-479-43453
PILONCILLO E 21HC	WEBB	TEXAS	42-479-43454
PILONCILLO E 21HD	WEBB	TEXAS	42-479-43455
PILONCILLO E 21HE	WEBB	TEXAS	42-479-43456
PILONCILLO E 22HB	WEBB	TEXAS	42-479-43445
PILONCILLO E 22HC	WEBB	TEXAS	42-479-43446
PILONCILLO E 22HD	WEBB	TEXAS	42-479-43447
PILONCILLO E 27HX	WEBB	TEXAS	
PILONCILLO E 27HY	WEBB	TEXAS	
PILONCILLO E 27HZ	WEBB	TEXAS	
PILONCILLO E 28HC	WEBB	TEXAS	42-479-00000
PILONCILLO E 28HD	WEBB	TEXAS	42-479-00000
PILONCILLO E 28HE	WEBB	TEXAS	42-479-00000
PILONCILLO E 28HW	WEBB	TEXAS	
PILONCILLO E 28HX	WEBB	TEXAS	
PILONCILLO E 28HY	WEBB	TEXAS	
PILONCILLO E 28HZ	WEBB	TEXAS	
PILONCILLO E 29HA	WEBB	TEXAS	42-479-00000
PILONCILLO E 29HB	WEBB	TEXAS	42-479-00000
PILONCILLO E 29HC	WEBB	TEXAS	42-479-00000
PILONCILLO E 29HD	WEBB	TEXAS	42-479-00000
PILONCILLO E 29HE	WEBB	TEXAS	42-479-00000
PILONCILLO E 29HV	WEBB	TEXAS	
PILONCILLO E 29HW	WEBB	TEXAS	
PILONCILLO E 29HX	WEBB	TEXAS	
PILONCILLO E 29HY	WEBB	TEXAS	
PILONCILLO E 29HZ	WEBB	TEXAS	
PILONCILLO E 30HA	WEBB	TEXAS	42-479-00000
PILONCILLO E 30HB	WEBB	TEXAS	42-479-00000
PILONCILLO E 30HC	WEBB	TEXAS	42-479-00000
PILONCILLO E 30HD	WEBB	TEXAS	42-479-00000
PILONCILLO E 30HE	WEBB	TEXAS	42-479-00000
PILONCILLO E 30HV	WEBB	TEXAS	
PILONCILLO E 30HW	WEBB	TEXAS	
PILONCILLO E 30HX	WEBB	TEXAS	
PILONCILLO E 30HY	WEBB	TEXAS	
PILONCILLO E 31HA	WEBB	TEXAS	42-479-00000

Exhibit A
Wells

PILONCILLO E 31HB	WEBB	TEXAS	42-479-00000
PILONCILLO E 31HC	WEBB	TEXAS	42-479-00000
PILONCILLO E 31HD	WEBB	TEXAS	42-479-00000
PILONCILLO E 31HE	WEBB	TEXAS	42-479-00000
PILONCILLO E 31HV	WEBB	TEXAS	
PILONCILLO E 31HW	WEBB	TEXAS	
PILONCILLO E 31HX	WEBB	TEXAS	
PILONCILLO E 31HY	WEBB	TEXAS	42-479-43855
PILONCILLO E 31HZ	WEBB	TEXAS	42-479-43856
PILONCILLO E 32HA	WEBB	TEXAS	42-479-43744
PILONCILLO E 32HB	WEBB	TEXAS	42-479-43745
PILONCILLO E 32HC	WEBB	TEXAS	42-479-43746
PILONCILLO E 32HD	WEBB	TEXAS	42-479-43747
PILONCILLO E 32HE	WEBB	TEXAS	42-479-43751
PILONCILLO E 32HF	WEBB	TEXAS	42-479-00000
PILONCILLO E 32HV	WEBB	TEXAS	
PILONCILLO E 32HW	WEBB	TEXAS	
PILONCILLO E 32HX	WEBB	TEXAS	
PILONCILLO E 32HY	WEBB	TEXAS	
PILONCILLO E 32HZ	WEBB	TEXAS	
PILONCILLO E 33HA	WEBB	TEXAS	42-479-43493
PILONCILLO E 33HB	WEBB	TEXAS	42-479-43500
PILONCILLO E 33HW	WEBB	TEXAS	
PILONCILLO E 33HX	WEBB	TEXAS	
PILONCILLO E 33HY	WEBB	TEXAS	42-479-43501
PILONCILLO E 33HZ	WEBB	TEXAS	42-479-43502
PILONCILLO E 34HV	WEBB	TEXAS	42-479-43569
PILONCILLO E 34HW	WEBB	TEXAS	42-479-43571
PILONCILLO E 34HX	WEBB	TEXAS	42-479-43570
PILONCILLO E 34HY	WEBB	TEXAS	42-479-43576
PILONCILLO E 34HZ	WEBB	TEXAS	42-479-43577
PILONCILLO E 35HV	WEBB	TEXAS	42-479-43563
PILONCILLO E 35HW	WEBB	TEXAS	42-479-43564
PILONCILLO E 35HX	WEBB	TEXAS	42-479-43565
PILONCILLO E 35HY	WEBB	TEXAS	42-479-43566
PILONCILLO E 35HZ	WEBB	TEXAS	42-479-43567
PILONCILLO E 36HW	WEBB	TEXAS	42-479-43572
PILONCILLO E 36HX	WEBB	TEXAS	42-479-43573
PILONCILLO E 36HY	WEBB	TEXAS	42-479-43574
PILONCILLO E 36HZ	WEBB	TEXAS	42-479-43575
PILONCILLO E 39HA	WEBB	TEXAS	
PILONCILLO E 39HC	WEBB	TEXAS	
PILONCILLO E 39HE	WEBB	TEXAS	
PILONCILLO E 39HF	WEBB	TEXAS	
PILONCILLO E 44HA	DIMMIT	TEXAS	42-127-37418
PILONCILLO E 44HB	DIMMIT	TEXAS	42-127-37419
PILONCILLO E 44HC	DIMMIT	TEXAS	42-127-37499
PILONCILLO E 44HX	DIMMIT	TEXAS	42-127-37501
PILONCILLO F 01HZ	DIMMIT	TEXAS	42-127-36513
PILONCILLO F 05HA	WEBB	TEXAS	42-479-43473
PILONCILLO F 05HB	WEBB	TEXAS	42-479-43474
PILONCILLO F 05HY	WEBB	TEXAS	42-479-43475
PILONCILLO F 05HZ	WEBB	TEXAS	42-479-43476
ROGERS DENTONIO 31 UNIT 01HA	DIMMIT	TEXAS	42-127-37529

Exhibit A
Wells

ROGERS DENTONIO 31 UNIT 01HB	DIMMIT	TEXAS	42-127-37530
ROGERS DENTONIO 31 UNIT 01HC	DIMMIT	TEXAS	42-127-37531
ROGERS DENTONIO 31 UNIT 01HD	DIMMIT	TEXAS	42-127-37533
ROGERS DENTONIO 31 UNIT 07H	DIMMIT	TEXAS	42-127-37041
ROGERS DENTONIO 31 UNIT 08H	DIMMIT	TEXAS	42-127-37042
ROGERS DENTONIO 31 UNIT 09H	DIMMIT	TEXAS	42-127-37043
ROGERS DENTONIO 31 UNIT 10H	DIMMIT	TEXAS	42-127-37044
ROGERS DENTONIO 31 UNIT 11H	DIMMIT	TEXAS	42-127-37045
SHACKELFORD 01H	FRIO	TEXAS	42-163-33950
SOUTH SPUR RANCH 03H	DIMMIT	TEXAS	42-127-36374
SOUTH SPUR RANCH 04H	DIMMIT	TEXAS	42-127-36375
SOUTH SPUR UNIT B 01H	DIMMIT	TEXAS	42-127-36676
SOUTH SPUR UNIT B 02H	DIMMIT	TEXAS	42-127-36677
SOUTH SPUR UNIT B 03H	DIMMIT	TEXAS	42-127-36678
SOUTH SPUR UNIT B 04H	DIMMIT	TEXAS	42-127-36679
SOUTH SPUR UNIT B 05H	DIMMIT	TEXAS	42-127-36680
SOUTH SPUR UNIT B 06H	DIMMIT	TEXAS	42-127-36681
SOUTH SPUR UNIT B 07H	DIMMIT	TEXAS	42-127-36682
STUMBERG RANCH 56H	DIMMIT	TEXAS	42-127-37221
VALYN CLARA A 01H	FRIO	TEXAS	42-163-34015
VALYN CLARA A 02H	FRIO	TEXAS	42-163-34016
VALYN CLARA A 03H	FRIO	TEXAS	42-163-34017
VALYN CLARA B 01H	FRIO	TEXAS	42-163-34006
VALYN CLARA B 02H	FRIO	TEXAS	42-163-34007
VALYN CLARA B 03H	FRIO	TEXAS	42-163-34008
VOTAW UNIT 02H	DIMMIT	TEXAS	42-127-37326
VOTAW UNIT 03H	DIMMIT	TEXAS	42-127-37355

Exhibit B

Existing Mortgage

1. Mortgage, Deed of Trust, Security Agreement, Financing Statement and Assignment of Production, dated as of May 31, 2013, from SN Cotulla Assets, LLC, to Charles R. Salmon, as trustee for the benefit of Royal Bank of Canada, as administrative agent, as recorded on June 13, 2013, in Volume 0475, Page 0098, as Instrument #29007, in Dimmit County, Texas, as amended by that certain Partial Release, dated effective as of July 1, 2016, as recorded on December 2, 2016, in Volume 581, Page 737, as Instrument #43289, in Dimmit County, Texas and that certain Partial Release, dated as of December 9, 2016, as recorded on December 28, 2016, in Volume 583, Page 106, as Instrument #43442, in Dimmit County, Texas, as amended by that certain Second Amendment and Supplement to Mortgage, Deed of Trust, Security Agreement, Financing Statement and Assignment of Production, dated as of January 16, 2018, from SN Cotulla Assets, LLC, to Charles R. Salmon, as trustee for the benefit of Royal Bank of Canada, as administrative agent and collateral agent, as recorded on February 5, 2018, in Volume 611, Page 658, as Instrument #46893, in Dimmit County, Texas and that certain Master Reaffirmation and Assignment and Assumption of Liens and Security Interests, dated as of February 14, 2018, by and among Sanchez Energy Corporation, a Delaware corporation, the Grantor, the other grantors party thereto, Royal Bank of Canada, as administrative agent and as collateral agent, Delaware Trust Company, as trustee, the Collateral Trustee and the other parties party thereto, as recorded on March 23, 2018, in Volume 0613, Page 0601, as Instrument # 47198, in Dimmit County, Texas.

2. Mortgage, Deed of Trust, Security Agreement, Financing Statement and Assignment of Production, dated as of May 31, 2013, from SN Cotulla Assets, LLC, to Charles R. Salmon, as trustee for the benefit of Royal Bank of Canada, as administrative agent, as recorded on June 4, 2013, in Volume 0136, Page 812, as Instrument #0137138, in Frio County, Texas, as amended by that certain Partial Release, dated as of December 9, 2016, as recorded on December 21, 2016, in Volume 214, Page 677, as Instrument #147905, in Frio County, Texas, as amended by that certain Second Amendment and Supplement to Mortgage, Deed of Trust, Security Agreement, Financing Statement and Assignment of Production, dated as of January 16, 2018, from SN Cotulla Assets, LLC, to Charles R. Salmon, as trustee for the benefit of Royal Bank of Canada, as administrative agent and collateral agent, as recorded on January 29, 2018, in Volume 234, Page 544, as Instrument #0150694, in Frio County, Texas and that certain Master Reaffirmation and Assignment and Assumption of Liens and Security Interests, dated as of February 14, 2018, by and among Sanchez Energy Corporation, a Delaware corporation, the Grantor, the other grantors party thereto, Royal Bank of Canada, as administrative agent and as collateral agent, Delaware Trust Company, as trustee, the Collateral Trustee and the other parties party thereto, as recorded on March 14, 2018, in Volume 0237, Page 0233, as Instrument # 0151051 in Frio County, Texas.

3. Mortgage, Deed of Trust, Security Agreement, Financing Statement and Assignment of Production, dated as of May 31, 2013, from SN Cotulla Assets, LLC, to Charles R.

Salmon, as trustee for the benefit of Royal Bank of Canada, as administrative agent, as recorded on June 4, 2013, in Volume 707, Page 407, as Document #00105138, in La Salle County, Texas, as amended by that certain Partial Release, dated effective as of July 1, 2016, as recorded on December 1, 2016, in Volume 937, Page 1, as Document #123886, in La Salle County, Texas, that certain Partial Release, dated as of December 9, 2016, as recorded on December 21, 2016, in Volume 938, Page 462, as Document #124032, in La Salle County, Texas, that certain Partial Release, dated effective as of August 1, 2017, as recorded on September 22, 2017, in Volume 971, Page 194, as Document #126414, in La Salle County, Texas and that certain Master Reaffirmation and Assignment and Assumption of Liens and Security Interests, dated as of February 14, 2018, by and among Sanchez Energy Corporation, a Delaware corporation, the Grantor, the other grantors party thereto, Royal Bank of Canada, as administrative agent and as collateral agent, Delaware Trust Company, as trustee, the Collateral Trustee and the other parties party thereto, as recorded on March 16, 2018, in Volume 988, Page 134, as Instrument # 00127705 in La Salle County, Texas.

4. Mortgage, Deed of Trust, Security Agreement, Financing Statement and Assignment of Production, dated as of May 31, 2013, from SN Cotulla Assets, LLC, to Charles R. Salmon, as trustee for the benefit of Royal Bank of Canada, as administrative agent, as recorded on June 4, 2013, in Volume 0344, Page 0661, as Instrument #087139, in Zavala County, Texas, as amended by that certain First Amendment and Supplement to Mortgage, Deed of Trust, Security Agreement, Financing Statement and Assignment of Production, dated as of August 31, 2016, from SN Cotulla Assets, LLC, to Charles R. Salmon, as trustee for the benefit of Royal Bank of Canada, as administrative Agent, as recorded on September 19, 2016, in Volume 0390, Page 0578, as Instrument #093291, in Zavala County, Texas and that certain Partial Release, dated as of December 9, 2016, as recorded on December 21, 2016, in Volume 393, Page 475, as Instrument #93699, in Zavala County, Texas, as amended by that certain Second Amendment and Supplement to Mortgage, Deed of Trust, Security Agreement, Financing Statement and Assignment of Production, dated as of January 16, 2018, from SN Cotulla Assets, LLC, to Charles R. Salmon, as trustee for the benefit of Royal Bank of Canada, as administrative agent and collateral agent, as recorded on January 29, 2018, in Volume 405, Page 216, as Instrument #095303, in Zavala County, Texas and that certain Master Reaffirmation and Assignment and Assumption of Liens and Security Interests, dated as of February 14, 2018, by and among Sanchez Energy Corporation, a Delaware corporation, the Grantor, the other grantors party thereto, Royal Bank of Canada, as administrative agent and as collateral agent, Delaware Trust Company, as trustee, the Collateral Trustee and the other parties party thereto, as recorded on March 16, 2018, in Volume 0406, Page 0353, as Instrument # 095492, in Zavala County, Texas.

EXHIBIT 14

Exhibit Withheld for Confidentiality[1]

[1] This Exhibit is entirely confidential or highly confidential pursuant to the Stipulated Protective Order, Dkt. No. 306. This Exhibit totals 22 pages and has been withheld, rather than redacted in full.

Exhibit C

Milbank

AARON L. RENENGER
Partner
1850 K Street NW | Washington, D.C. 20006
T: 202.835.7505
arenenger@milbank.com | milbank.com

December 20, 2019

VIA EMAIL

Marty L. Brimmage, Jr.
Akin Gump Strauss Hauer & Feld LLP
2300 N. Field Street, Suite 1800
Dallas, Texas 75201
MBrimmage@AkinGump.com

Dear Mr. Brimmage:

I write on behalf of the Official Committee of Unsecured Creditors (the "Committee") appointed in the Chapter 11 cases of the above-referenced debtors and debtors-in-possession (the "Debtors"). The Committee has concluded that the Debtors have substantial claims to avoid liens asserted by Royal Bank of Canada (the "Collateral Agent"), solely in its capacity as collateral trustee under the Collateral Trust Agreement dated February 14, 2018 (the "Collateral Trust Agreement"). As debtors-in-possession, the Debtors have fiduciary duties to their bankruptcy estates and creditors. Among other duties, the Debtors have the duty to maximize the value of their estates for the benefit of their creditors, including by asserting causes of action against third parties.

Accordingly, the Committee demands that the Debtors commence the following actions:

1. A claim seeking to avoid certain purported liens on the leases described in Schedule A of this letter (collectively, the "Leases"), as unperfected under Texas Property Code § 13.002 and other applicable state law. In April 2018, the Debtors filed a series of Amended and Restated Mortgages, Deeds of Trust, Security Agreements, Financing Statements, and Assignments of Production (the "April 2018 Deeds") in various Texas counties. Each of the April 2018 Deeds attached an identical list of oil and gas leases that purportedly constitute collateral (the "April 2018 Exhibit"), including the Leases described in Schedule A. Under Texas Property Code § 13.002, a lien is perfected when a properly recorded instrument is filed in the relevant county, such that it serves as "notice to all persons of the existence of the instrument[.]" The descriptions of the Leases in the April 2018 Exhibit did not sufficiently identify the properties listed in Schedule A. As a result, Cinco Energy

Management Group filed 18 correction affidavits on or about June 26, 2019 and an additional round of correction affidavits in July 2019, on behalf of the Ad Hoc Group of 7.25% Senior Secured First Lien Noteholders (collectively, the "Correction Affidavits").

2. A claim seeking a declaration that the filing of the Correction Affidavits did not create and/or perfect any liens on the Leases described in Schedule A, and that the liens addressed by the Correction Affidavits should therefore be avoided under 11 U.S.C. § 544. Under Texas Property Code §§ 5.028-29, a creditor can unilaterally correct non-material errors, such as clerical mistakes, in a lien filing. Consent of all parties is required, however, to make material changes. Cinco Energy Management Group unilaterally filed the Correction Affidavits on or around June 26, 2019. The Correction Affidavits made material changes to the April 2018 Exhibit, including, but not limited to, revisions to add or remove counties with regard to the descriptions of certain Leases.

3. A claim seeking to avoid the Collateral Agent's purported liens on the Leases as preferential transfers under 11 U.S.C. § 547. Under this Bankruptcy Code provision, the Debtors may avoid (i) a transfer of an interest of the debtor in property; (ii) to or for the benefit of a creditor; (iii) for or on account of antecedent debt; (iv) made while the debtor was insolvent; (v) made on or within 90 days before the date of the filing of the bankruptcy petition; and (vi) that enabled the creditor to receive more than it would otherwise have received if the transfer had not been made. 11 U.S.C. § 547(b). Any lien conferred or perfected by the filing of the Correction Affidavits on or around June 26, 2019 occurred less than ninety days before the Debtors filed for bankruptcy on August 11, 2019 and while the Debtors were insolvent, and, unless avoided, would enable the 7.25% Senior Secured First Lien Noteholders to receive more than they would have received had the Correction Affidavits not been filed.

Please let us know by the end of the day on January 3, 2020 whether the Debtors will comply with this demand and bring the actions identified above. Should the Debtors refuse to bring such claims, the Committee intends to bring such claims derivatively as it is empowered to do under Sections 1103(c)(5) and 1109(b) of the Bankruptcy Code. *See, e.g., In re La. World Exposition, Inc.*, 858 F.2d 233, 247 (5th Cir. 1988). For the avoidance of doubt, the Committee reserves all rights, and the reference to certain invalid, unperfected, or avoidable liens in this letter should not be construed as an admission that other purported liens or claims are valid, perfected, or unavoidable. The Committee's investigation is ongoing into certain other potential claims including, but not limited to, claims in connection with any upstream guarantees granted in connection with the 7.25% Senior Secured Notes issued pursuant to the Indenture dated February 14, 2018. Depending on the results of such ongoing investigation, the Committee may request assertion of additional claims and/or causes of action.

Sincerely,

/s/ Aaron L. Renenger

Aaron L. Renenger

Schedule A[1]

Original Parties	**County**
Harrison Interests Ltd. P Ranch Working Interest, LLC	Dimmit Webb La Salle
Koenning, Roy Allen EOG Resources Inc	Gonzales DeWitt
Hausser, Robert Jr., et al. SEP Holdings II LLC	Zavala Frio
Briscoe Ranch Inc. Edward G Vaughn	Dimmit La Salle

[1] Schedule A reflects a list of the Leases the Committee demands the Debtors seek to avoid as invalid and/or unperfected. This Schedule reflects information contained in the Correction Affidavits and is reproduced here exclusively for the Debtors' reference. For the avoidance of doubt, nothing contained herein shall be construed as representation that any liens associated with the Leases described in this Schedule were valid and/or perfected at any time, or that the information contained in the Correction Affidavits is correct.

Exhibit D

Akin Gump
STRAUSS HAUER & FELD LLP

MARTY L. BRIMMAGE
+1 214.969.2885/fax: +1 214.969.4343
mbrimmage@akingump.com

January 3, 2020

VIA E-MAIL

Aaron L. Renenger
Milbank
1850 K Street NW
Washington, D.C. 20006

Re: Response to the Committee's December 20, 2019 Demand Letter

Dear Aaron,

The purpose of this letter is to respond to your letter of December 20 (the "December 20 Letter")[1] in which the Committee demands that the Debtors commence certain actions in respect of the liens (the "Liens") which purport to secure the 7.25% Senior Secured Notes issued pursuant to the Indenture dated February 14, 2018.

As the Committee is aware, the Debtors' have been conducting an investigation of any potential claims and causes of action in respect of the Liens, including those identified in the December 20 Letter (collectively, the "Potential Claims").[2] As the Committee is further aware, pursuant to the interim order approving the Debtors' debtor in possession financing facility (the "DIP Facility") the Challenge Period (as defined in the Interim Order) for the Debtors (and other parties, including the Committee) has been extended to January 31, 2020, and likely will be further extended in connection with the final order approving the DIP Facility.

As has been previously communicated to you, the Debtors are prepared to take, and intend to take, all appropriate action, at the appropriate time, with respect to any viable Potential Claims prior to expiration of the Challenge Period. As such, any request for derivative standing under *In re La. World Exposition, Inc.* at this time is both premature and unsupportable. This is especially true given that the December

[1] Capitalized terms shall have the meaning ascribed to such term in the December 20 Letter.

[2] The Debtors will not, in this letter, respond with their views regarding the Potential Claims identified in the December 20 Letter. The absence of a response should not be interpreted as providing any indication regarding the Debtors' view of the merits of any such Potential Claims.

Akin Gump
STRAUSS HAUER & FELD LLP

20 Letter itself states what we all know – that the Committee's investigation with respect to Potential Claims is ongoing.

Finally, as we have offered on multiple occasions over the past few months, we welcome the opportunity to engage in an open dialogue with the Committee, subject to appropriate privileges and protections, regarding our respective views of the legal merits of any Potential Claims. It is disappointing that rather than engage in such a discussion, the Committee instead has decided to send a premature demand letter. However, the Debtors continue to encourage, and remain available for, this discussion with the Committee.

As always, we continue to look forward to engaging in a constructive dialogue with the Committee and its advisors on this and all other matters.

Sincerely,

/s/ M. L. Brimmage, Jr.
Marty L. Brimmage, Jr.