BEFORE THE OIL AND GAS CONSERVATION COMMISSION
OF THE STATE OF COLORADO

IN THE MATTER OF THE AMENDED APPLICATION OF FOUNDATION ENERGY MANAGEMENT, LLC FOR UNITIZATION OF THE "D" SAND FORMATION IN THE CROW FIELD (MULE UNIT), COVERING CERTAIN LANDS IN SECTION 36, TOWNSHIP 8 NORTH, RANGE 60 WEST, 6TH P.M., SECTION 31, TOWNSHIP 8 NORTH, RANGE 59 WEST, 6TH P.M., SECTION 1, TOWNSHIP 7 NORTH, RANGE 60 WEST, 6TH P.M., AND SECTION 6, TOWNSHIP 7 NORTH, RANGE 59 WEST, 6TH P.M., WELD COUNTY, COLORADO.	)	CAUSE NO. 535 DOCKET NO. 151000629 TYPE: UNIT

REQUEST FOR RECOMMENDATION OF
APPROVAL OF APPLICATION WITHOUT A HEARING

Foundation Energy Fund III-A, L.P., Foundation Energy Fund III-B Holding, L.L.C., Foundation Energy Fund IV-A, L.P., and Foundation Energy Fund IV-B Holding, L.L.C., by and through Foundation Energy Management, L.L.C., as manager of each of these four entities ("Applicant"), Operator No. 10112, by its attorneys, Welborn Sullivan Meck & Tooley, P.C., hereby requests, pursuant to Rule 511.a. of the Rules and Regulations of the Colorado Oil and Gas Conservation Commission ("Commission"), that the Director recommend approval of its August 27, 2015 (amended October 2, 2015) verified application ("Application") and the supporting exhibits without a hearing.

Applicant requests that the above-captioned matter be approved based upon: (i) the merits of the Application and (ii) Applicant's sworn written testimony verifying sufficient facts along with exhibits that adequately support the relief requested by the Application. To Applicant's information and belief, no protests were timely filed in this matter.

WHEREFORE, Applicant requests that its request for a recommendation for approval of its Application without a hearing be granted.

DATED this 16th day of November, 2015

Respectfully submitted,
WELBORN SULLIVAN MECK & TOOLEY, P.C.

By: Chelsey J. Russell

Joseph C. Pierzchala
Chelsey J. Russell
Welborn Sullivan Meck & Tooley, P.C.
Attorneys for Applicant
1125 17th Street, Suite 2200
Denver, CO 80202
(303) 830-2500
jpierzchala@wsmtlaw.com
crussell@wsmtlaw.com

BEFORE THE OIL AND GAS CONSERVATION COMMISSION
OF THE STATE OF COLORADO

IN THE MATTER OF THE AMENDED APPLICATION OF FOUNDATION ENERGY MANAGEMENT, LLC FOR UNITIZATION OF THE "D" SAND FORMATION IN THE CROW FIELD (MULE UNIT), COVERING CERTAIN LANDS IN SECTION 36, TOWNSHIP 8 NORTH, RANGE 60 WEST, 6TH P.M., SECTION 31, TOWNSHIP 8 NORTH, RANGE 59 WEST, 6TH P.M., SECTION 1, TOWNSHIP 7 NORTH, RANGE 60 WEST, 6TH P.M., AND SECTION 6, TOWNSHIP 7 NORTH, RANGE 59 WEST, 6TH P.M., WELD COUNTY, COLORADO.	)	CAUSE NO. 535 DOCKET NO. 151000629 TYPE: UNIT

SUMMARY OF WRITTEN TESTIMONY AND
REQUEST FOR APPROVAL UNDER RULE 511

Foundation Energy Fund III-A, L.P., Foundation Energy Fund III-B Holding, L.L.C., Foundation Energy Fund IV-A, L.P., and Foundation Energy Fund IV-B Holding, L.L.C., by and through Foundation Energy Management, L.L.C., as manager of each of these four entities (collectively, "Applicant" or "Foundation"), Operator No. 10112, by and through their attorneys, Welborn Sullivan Meck & Tooley, P.C., submit this written testimony and the accompanying Exhibits A through C to the Oil and Gas Conservation Commission of the State of Colorado ("Commission") in support of its application (amended October 2, 2015) for an order approving unitization and unitized operation of the "D" Sand Formation in the Crow Field 13600 covering the following described lands in Weld County, Colorado ("Application Lands"):

Township 8 North, Range 60 West, 6th P.M.
Section 36: SE¼

Township 8 North, Range 59 West, 6th P.M.
Section 31: S½ of the West 320 acres

Township 7 North, Range 60 West, 6th P.M.
Section 1: Lot 1 (NE¼NE¼), Lot 2 (NW¼NE¼), S½NE¼, SE¼, E½SW¼

Township 7 North, Range 59 West, 6th P.M.
Section 6: Lot 3 (NE¼NW¼), Lot 4 (NW¼NW¼), Lot 5 (SW¼NW¼), SE¼NW¼, Lot 6 (NW¼SW¼), Lot 7 (SW¼SW¼), SE¼SW¼, NE¼SW¼, E½ (ALL)

Based upon work supervised by Mr. Scott Ryan, Applicant listed in Exhibits F-H to the Application in this matter the names and addresses of the interested parties and each of those parties was notified as indicated in the Certificate of Mailing filed in this matter. Mr. Ryan prepared the written land testimony, Exhibit A hereto. Ms. Meredith Smith prepared the written geologic testimony, Exhibit B hereto. Mr. Joseph Tyree prepared the written engineering testimony, Exhibit C hereto. Copies of the affiants' respective resumes are included with their testimony. Each affiant has previously testified in front of the Commission.

Exhibit A includes testimony and qualifications of the landman responsible for determining ownership in and around the Application Lands and identifying interested parties. The testimony also indicates that Applicant is the owner greater than 80% of the working interest in the Application Lands and that Applicant has received ratifications and joinders by 68.6% of the owners in the unit. Applicant anticipates receiving ratification and approvals by two more owners prior to the date of Commission hearing, which will increase the ratification and approval percentage up to 86%. Applicant will file supplemental testimony upon receipt of the ratifications and joinders by the close of business, Friday, December 4, 2015. If those ratifications and joinders are not received by December 4, 2015, Applicant will request to have the Application continued to the January 2016 Commission hearing cycle.

Exhibit B includes testimony and qualifications of the geologist testifying in this matter, describing the formation to be subject to the proposed waterflood operations and factors relevant to the injection of water and protection of aquifers.

Exhibit C includes testimony and qualifications of the reservoir engineer describing engineering characteristics of the Crow Field 13600 "D" Sand reservoir proposed to be developed using waterflood operations. Based upon reservoir characteristics, production data and other engineering data summarized in Exhibits E-1 through E-14, his conclusion is that secondary recovery operations are necessary to efficiently develop the oil resource and increase the ultimate recovery of oil from the application lands.

Based upon this geologic and engineering information, Applicant believes that the proposed secondary recovery unit will result in economic wells with a favorable return on investment that will allow for the most efficient drainage and recovery of hydrocarbons from the "D" Sand formation without causing waste or injuring correlative rights.

Applicant requests the Director recommend approval of its August 27, 2015 (amended October 2, 2015) verified application ("Application") and the supporting exhibits without a hearing pursuant to Rule 511.a based upon: (i) the merits of the Application, and (ii) Applicant's sworn written testimony verifying sufficient facts along with exhibits that adequately support the relief requested by the Application. To Applicant's information and belief, no protests were timely filed in this matter.

Dated November 16, 2015.

Respectfully submitted,
WELBORN SULLIVAN MECK & TOOLEY, P.C.

By: _____

Chelsey J. Russell
Joseph C. Pierzchala
Welborn Sullivan Meck & Tooley, P.C.
Attorneys for Applicant
1125 - 17th Street, Suite 2200
Denver, Colorado 80202
303-830-2500

EXHIBIT A
DOCKET NO. 151000629

Land Testimony
Weld County, Colorado
Docket No. 151000629
Unitization

Township 8 North, Range 60 West, 6th P.M.
Section 36: SE¼

Township 8 North, Range 59 West, 6th P.M.
Section 31: S½ of the West 320 acres

Township 7 North, Range 60 West, 6th P.M.
Section 1: Lot 1 (NE¼NE¼), Lot 2 (NW¼NE¼), S½NE¼, SE¼, E½SW¼

Township 7 North, Range 59 West, 6th P.M.
Section 6: Lot 3 (NE¼NW¼), Lot 4 (NW¼NW¼), Lot 5 (SW¼NW¼), SE¼NW¼, Lot 6 (NW¼SW¼), Lot 7 (SW¼SW¼), SE¼SW¼, NE¼SW¼, E½ (All)

(D-Sand Formation)
Foundation Energy Management, LLC

In support of the Request for Director Approval of the Verified Application of Foundation Energy Management, LLC ("Foundation") in Docket No. 151000629, and pursuant to Rule 511.b, Scott Ryan, Landman of Foundation deposes and states as follows:

I am employed as a Landman for Foundation. I have over 2 years of experience of land work and as a Landman. I became a Registered Public Landman (RPL) effective May 1, 2013. I have been employed with Foundation since October 2012 working directly with properties that are the subject of the hearing. Foundation is the Applicant under Docket No. 151000629 and controls over eighty percent (80%) of the working interest within the Application Lands. I have previously testified as an expert land witness before the Hearing Officers of the COGCC.

In support of our Application today, I have prepared eight (8) exhibits. The exhibits are attached to my sworn testimony and form the basis for Foundation's Application to obtain an order to establish a secondary recovery unit in the D-Sand Formation in the following lands located in Weld County, Colorado (the "Application Lands"):

Township 8 North, Range 60 West, 6th P.M.
Section 36: SE¼

Township 8 North, Range 59 West, 6th P.M.
Section 31: S½ of the West 320 acres

Township 7 North, Range 60 West, 6th P.M.
Section 1: Lot 1 (NE¼NE¼), Lot 2 (NW¼NE¼), S½NE¼, SE¼, E½SW¼

Township 7 North, Range 59 West, 6th P.M.
Section 6: Lot 3 (NE¼NW¼), Lot 4 (NW¼NW¼), Lot 5 (SW¼NW¼), SE¼NW¼, Lot 6 (NW¼SW¼), Lot 7 (SW¼SW¼), SE¼SW¼, NE¼SW¼, E½ (All)

Exhibit L-1 is a topographic map including the proposed outline of the Application Lands.

Exhibit L-2 is an aerial photograph identifying the cultural features within 1500 feet of the proposed unit boundaries.

Exhibit L-3 is a map identifying Foundation's leasehold both within and outside of the unit, including federal and state ownership interests.

Exhibit L-4 is a plat including the status of all wells in the vicinity, and identifying the owners of record within one-quarter (¼) mile of the proposed injection well.

Exhibit L-5 is a copy of the proposed Unit Agreement and Unit Operating Agreement identifying the provisions required by Section 34-60-118(4), C.R.S. with such provisions highlighted in yellow.

Exhibit L-6 is a schedule of all working interest, royalty and overriding royalty interest owners on a tract by tract basis with each owner's percentage interest owned in such tract.

Exhibit L-7 is a list of all owners within one-half (½) mile of the proposed unit boundary.

Exhibit L-8 contains copies of the "RATIFICATION AND JOINDER OF UNIT AGREEMENT" instruments received by Foundation representing 68.6% of the owners of the production or proceeds that will be credited to interests which are free of cost, such as royalties and overriding royalties attributable to the Application Lands.

Foundation believes that creating the proposed secondary recovery unit will allow full development of the D-Sand Formation to occur, will not promote waste, will not violate correlative rights, is economic, and will assure the greatest ultimate recovery of oil, gas and associated hydrocarbon substances from the reservoir.

Based upon our examination of relevant records, and under my direction and control, all of the mineral interest owners, mineral lessees, and overriding royalty interest owners within the Application Lands and within one-half mile of the Application Lands have received notice of this Application.

To the best of my knowledge and behalf, all of the matters set forth herein, my testimony and in the exhibits are true, correct and accurate.

Dated this 16th day of November, 2015

Scott Ryan
Landman

STATE OF COLORADO)
) ss
CITY AND COUNTY OF DENVER)

I, the undersigned Notary Public in and for said County in said State, hereby certify that Scott Ryan, whose name as Landman of Foundation Energy Management, LLC, is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, executed the same voluntarily for and as the act of said corporation.

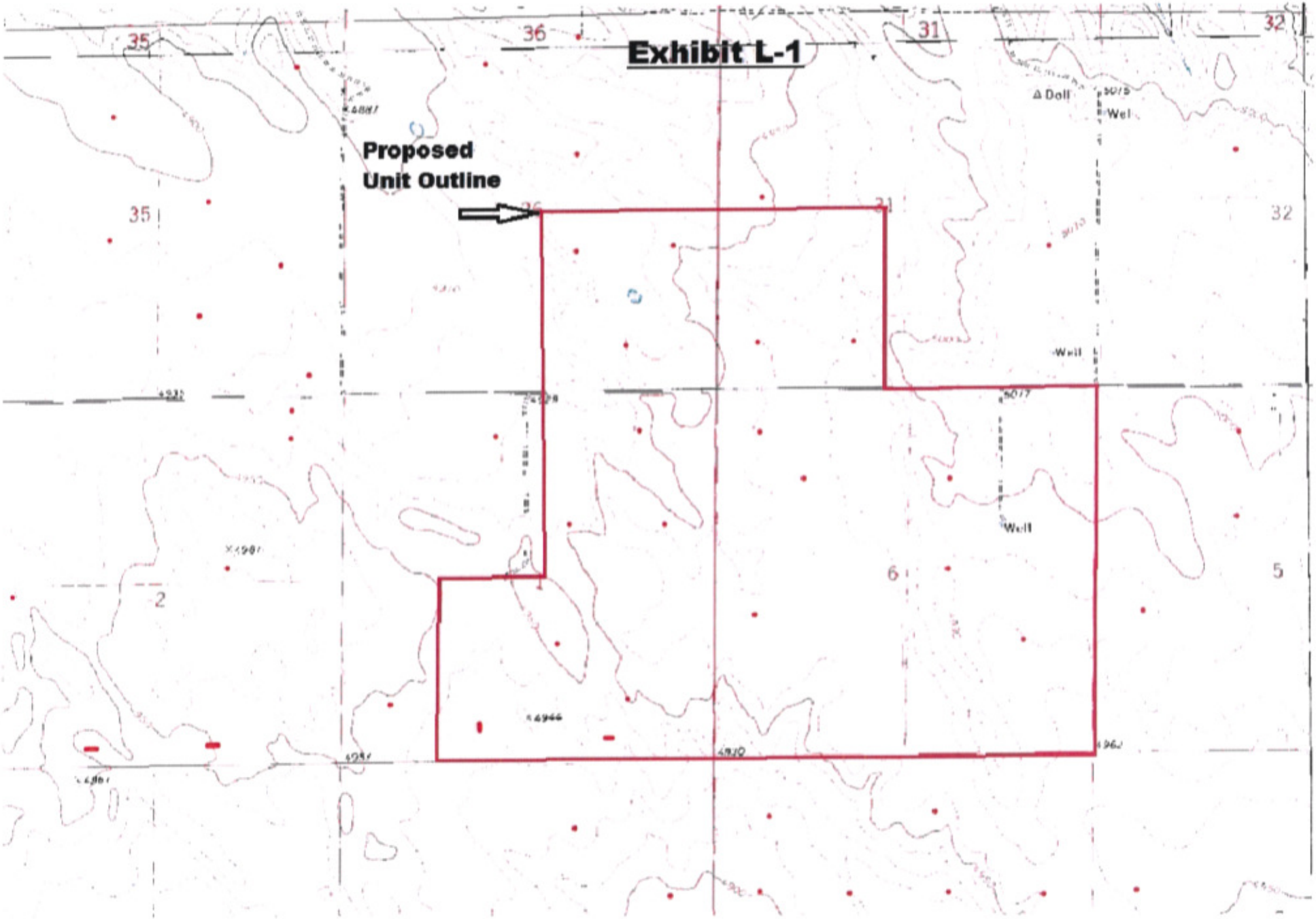
Subscribed and sworn to before me this 16th day of November, 2015

Witness my hand and official seal

My commission expires 3/27/2019 Kristin Tekip
Notary Public

KRISTIN M TEKIP
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID # 20154012576
MY COMMISSION EXPIRES MARCH 27, 2019

Exhibit L-1


Proposed
Unit Outline
35
36
31
32
35
36
31
32
2
6
5
Well
Well
Well

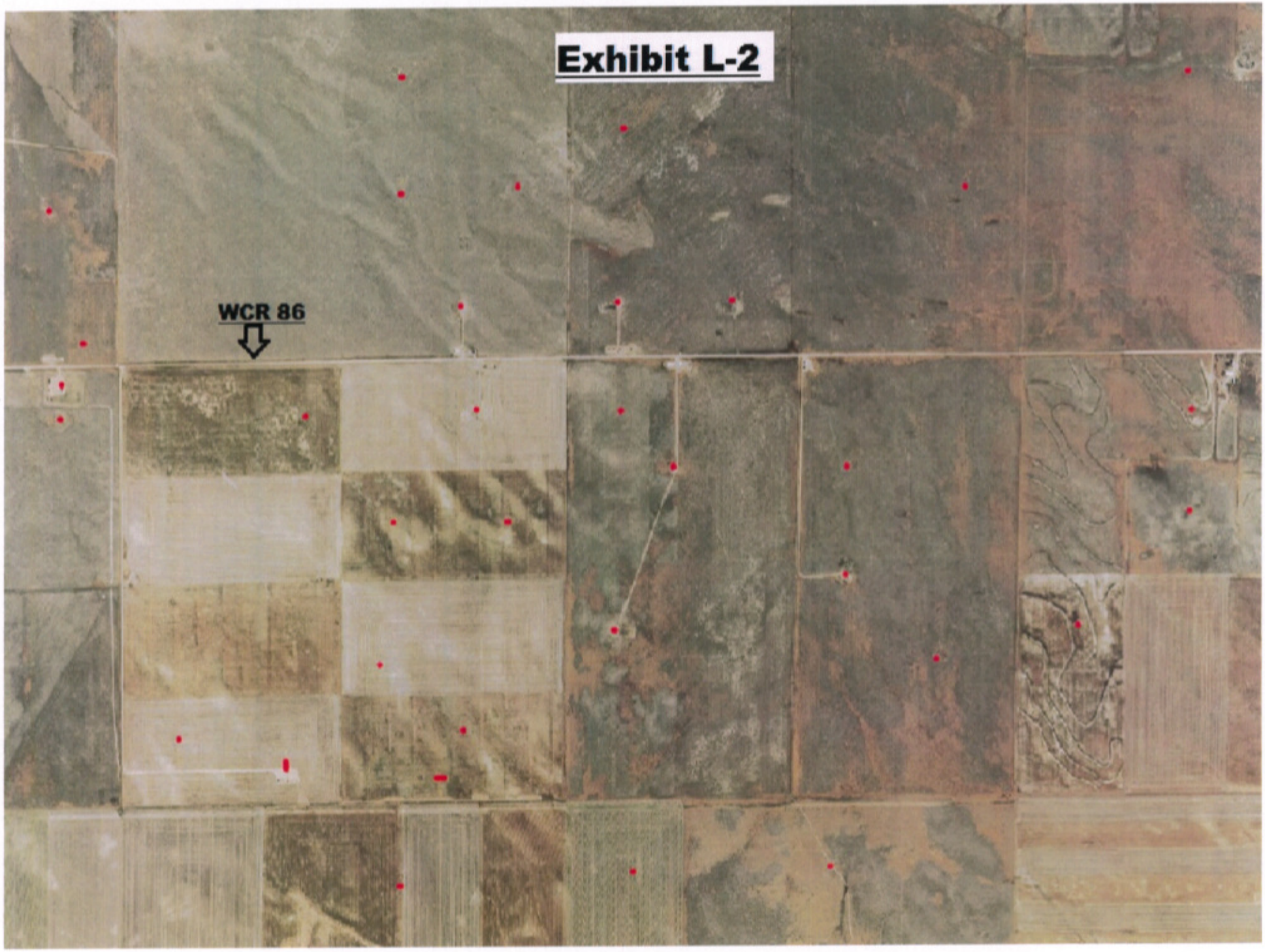


Exhibit L-2
WCR 86

Exhibit L-3


T8N-R60W
T8N-R59W
T7N-R60W
T7N-R59W
8N60W
8N59W
7N60W
7N59W
Hwy 14
Federal Lease
Federal Lease
Fed. Lse
Fed Lse
Federal Lease
Federal Lease
Federal Lease
State of CO Lease
Applicant Leasehold
Proposed Unit Outline
1" = 5000 Feet
0
2500
5000
10,000
N

Exhibit L-4

To Mule Waterflood Unit Application
Mineral Interest Owners and Working Interest Owners within ¼ Mile of Proposed Injection Well

Township 7 North – Range 59 West
Section: 6 SW/4
Section: 6 E/2

Township 7 North – Range 60 West
Section: 1 SE/4; S/2 NE/4; E/2 SW/4

Weld County, Colorado

FOUNDATION ENERGY FUND III-A LP
16000 DALLAS PARKWAY, SUITE 875
DALLAS, TX 75248

FOUNDATION ENERGY FUND III-B HOLDING LLC
16000 DALLAS PARKWAY, SUITE 875
DALLAS, TX 75248

FOUNDATION ENERGY FUND III-B LP
16000 DALLAS PARKWAY, SUITE 875
DALLAS, TX 75248

FOUNDATION ENERGY FUND IV-A LP
16000 DALLAS PARKWAY, SUITE 875
DALLAS, TX 75248

FOUNDATION ENERGY FUND IV-B HOLDING LLC
16000 DALLAS PARKWAY, SUITE 875
DALLAS, TX 75248

FOUNDATION ENERGY FUND IV-B LP
16000 DALLAS PARKWAY, SUITE 875
DALLAS, TX 75248

Township 7 North – Range 59 West
Section: 6 SW/4

CAMMON OIL PROPERTIES LL
10455 WEST 73RD PLACE
ARVADA, CO 80005

DONALD L WICKSTROM
33176 MORGAN COUNTY RD 3
ORCHARD, CO 80649

MILE HI OIL & GAS INC
PO BOX 621609
LITTLETON, CO 80162-1609

MONTE NAYLOR
GTS ENERGY CONSULTING
8644 EAST 29TH PLACE
DENVER, CO 80238

RETHA MCVEY
13215 BRAUN ROAD
GOLDEN, CO 80401

TAK MOUNTAIN LLC
P O BOX 677
GOLDEN, CO 80402

BONNIE DORN 15442 HIGHWAY 144 FORT MORGAN, CO 80701	JOAN SIMS AND JAMES SIMS 10550 W 34TH PLACE WHEAT RIDGE CO 80033
MARVIN THOMAS 13908 S 2200 W BLUFFDALE, UT 84065	VIRGINIA &HARLEY FONTAINE 1469 W 102ND AVENUE NORTHGLENN, CO 80260
WAYNE DWIGHT THOMAS TRUST 657 S 2100 WEST VERNAL, UT 84078	WILBUR THOMAS 15450 HWY 144 FT MORGAN, CO 80701
W L WARBURTON 2432 S LEWIS LANE LAKEWOOD, CO 80227	

Township 7 North – Range 59 West
Section: 6 E/2

ANDREW PREBISH 3439 E POINSETTIA DRIVE PHOENIX, AZ 85028-1328	DARRYL PAUL 11239 GRAND WINTHROP AVE RIVERVIEW, FL 33578
DONALD CHARLES SCHMOTZER 4115 BARBARA DRIVE WEST COLUMBIA, SC 29169	GALE S FRADY 507 SULGRAVE DRIVE COLUMBIA, SC 29210
GEORGE HAFFKE C/O KEYBANK TRUSTEES GEORGE A DOLL ASSET#997136296 4900 TIEDEMAN ROAD BROOKLYN, OH 44144-2302	GLEN SCHILD 5020 PIERRE STREET RAPID CITY, SD 57702
LYNN SCHILD 2000 S JOLIET SIOUX FALLS, SD 57103	MILE HI OIL & GAS INC PO BOX 621609 LITTLETON, CO 80162-1609
MONTE NAYLOR GTS ENERGY CONSULTING 8644 EAST 29TH PLACE DENVER, CO 80238	PHYLLIS M BOLIN MGNMT AGN C/O BANK OF OKLAHOMA NA PO BOX 1588 TULSA, OK 74101
RETHA MCVEY 13215 BRAUN ROAD GOLDEN, CO 80401	ROXANNE HONAKER 14909 PEDERO COURT BAKERSFIELD, CA 93306

TAK MOUNTAIN LLC P O BOX 677 GOLDEN, CO 80402	TERRY J CAMMON 10455 WEST 73RD PLACE ARVADA, CO 80005
VIRGINIA R POTTER 13400 TEJON STREET WESTMINSTER, CO 80234	DC MINERALS LLC 22791 HIGHWAY 39 WELDONA, CO 80653
STONE HILL MINERALS HOLDINGS LLC P O BOX 470426 FORT WORTH, TX 76147	RONALD PAUL 2549 E CLAXTON RD GILBERT, AZ 85297
KAREN NELSON 3903 30TH STREET ROAD GREELEY, CO 80634	RONALD PAUL AND KAREN HOBBS (JTWROS) 2549 E CLAXTON RD GILBERT, AZ 85297

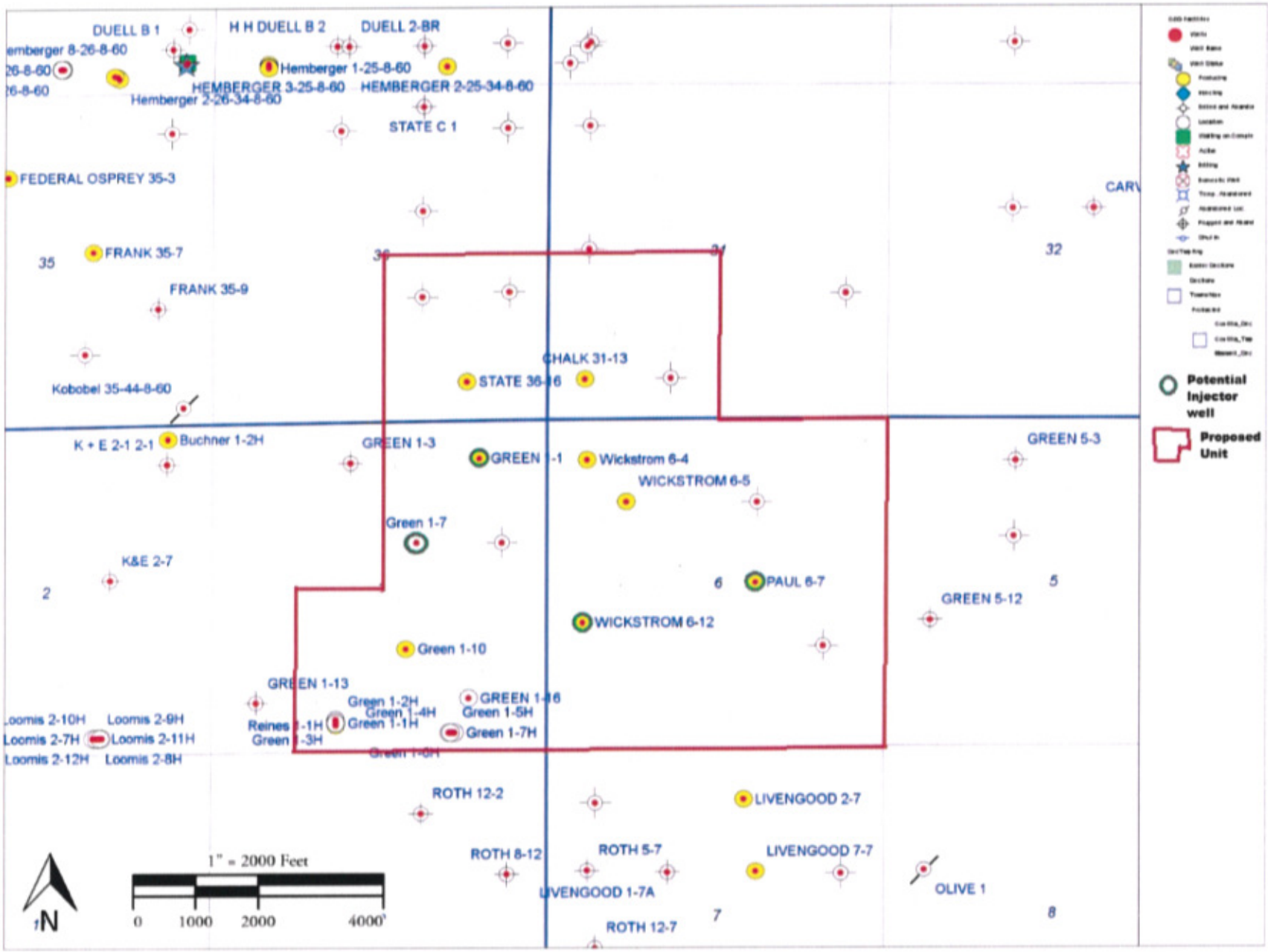
Township 7 North – Range 60 West
Section: 1 SE/4; S/2 NE/4; E/2 SW/4

CAMMON OIL PROPERTIES LL 10455 WEST 73RD PLACE ARVADA, CO 80005	DELLCONN OIL CORPORATION 1011 CENTRE ROAD #310 WILMINGTON, DE 19805
ESTATE OF MICHAEL J MARRA BRIAN & RICHARD MARRA CO-EXECUTORS PO BOX 477 RIDGEWOOD, NJ 07451	JANE AGAN ESTATE C/O MICHAEL R SILVA ADMINISTRATOR 6800 BILTMORE PLACE PLANO, TX 75023
MADRA H FULTON 317 MAGELLAN DR PACIFICA, CA 94044	MARY ANNE MCCOURT 735 JEFFERSON STREET NE ALBUQUERQUE, NM 87110-6203
MILE HI OIL & GAS INC PO BOX 621609 LITTLETON, CO 80162-1609	MONTE NAYLOR GTS ENERGY CONSULTING 8644 EAST 29TH PLACE DENVER, CO 80238
TAK MOUNTAIN LLC P O BOX 677 GOLDEN, CO 80402	WILLIAM R FULTON 1632 SHERMAN WAY LONGMONT, CO 80501
GENE F LANG & CO P O BOX 850	BUCKINGHAM LAND & OIL LLC 1721 HIGHGROVE COURT NORTH

PARKER, CO 80138	MYRTLE BEACH, SC 29575
JJL ENERGY LLC 65 N MAPLE AVE SUITE 300 RIDGEWOOD, NJ 07451	ODYSSEY EXPLORATION INC 8185 MOORE ST ARVADA, CO 80005-2025
MARKUS PRODUCTION INC 2100 WEST LITTLETON BLVD SUITE 245 LITTLETON, CO 80120	ROBERT D PIERINI 3115 WYANDOT STREET DENVER, CO 80211
ANNE PIERINI 320 E 3RD AVE DENVER, CO 80203	NERD GAS COMPANY LLC 441 LANDMARK DR CASPER, WY 82609
APPLE CREEK LLC 335 SOUTH YORK STREET DENVER, CO 80209	BLACKLAND PETROLEUM LLC 17190 EAST DORADO PL CENTENNIAL, CO 80015
RICHARD A RUSSELL 1901 S 41ST STREET LINCOLN, NE 68506	CYNTHIA L WEBER 611 N DELAWARE AVENUE YORK, NE 68467
JAMES D RUSSELL 450 S 53RD STREET LINCOLN, NE 68510	REBECCA R VAN LITH 14636 GROVE STREET HEALDSBURG, CA 95448
CAERUS WASH CO LLC WHOLLY OWNED SUBSIDIARY OF CAERUS OPERATING LLC 600 17TH STREET SUITE 1600N DENVER, CO 80202	WELDCO RESOURCES LLC WHOLLY OWNER SUBSIDIARY OF CAERUS OPERATING LLC 600 17TH STREET SUITE 1600N DENVER, CO 80202
POWDER MORNING LLC 100 FILLMORE ST STE 450 DENVER, CO 80206-4918	POWDER MORNING LLC 100 FILLMORE ST STE 450 DENVER, CO 80206-4918
GENE F LANG 8111 BAY COLONY DR NAPLES, FL 34108	DENA KRISTI READ 17190 E DORADO PL CENTENNIAL, CO 80015-3039
MARSHALL SCOTT HOMSHER 7683 S GRAPE ST LITTLETON, CO 80122-3858	MARSHALL SCOTT HOMSHER 7683 S GRAPE ST LITTLETON, CO 80122-3858

KATHERINE A SPERR 335 SO YORK STREET DENVER, CO 80209	BENJAMIN V SPERR 335 SO YORK STREET DENVER, CO 80209
JADE RESERVES INC P O BOX 271241 HOUSTON, TX 77277	MARK E & CARLA JO BROWN 39 FAIRWAY LANE LITTLETON, CO 80123-6648
MELINDA BREW 3981 S BIRCH ST ENGLEWOOD, CO 80123	CARL L MAXEY 544 S FIELD ST DENVER, CO 80226-2957
BESS K RIDER DECEASED UNKNOWN ADDRESS FOR HEIRS	THE SKEETERS COMPANY ATTN: ED SKEETERS 18221 SANDY COVE NASSAU BAY, TX 77058
DONALD F PIERINI 3981 S BIRCH STREET ENGLEWOOD, CO 80113	

Exhibit L-4


DUELL B 1
H H DUELL B 2
DUELL 2-BR
emberger 8-26-8-60
26-8-60
26-8-60
Hemberger 1-25-8-60
HEMBERGER 3-25-8-60
HEMBERGER 2-25-34-8-60
Hemberger 2-26-34-8-60
STATE C 1
FEDERAL OSPREY 35-3
FRANK 35-7
35
FRANK 35-9
36
31
32
CHALK 31-13
STATE 36-16
Kobobel 35-44-8-60
K + E 2-1 2-1
Buchner 1-2H
GREEN 1-3
GREEN 1-1
Wickstrom 6-4
WICKSTROM 6-5
GREEN 5-3
Green 1-7
K&E 2-7
2
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PAUL 6-7
5
GREEN 5-12
WICKSTROM 6-12
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GREEN 1-13
Green 1-2H
GREEN 1-16
Green 1-4H
Green 1-5H
Loomis 2-10H
Loomis 2-9H
Reines 1-1H
Green 1-1H
Loomis 2-7H
Loomis 2-11H
Green 1-3H
Green 1-7H
Loomis 2-12H
Loomis 2-8H
ROTH 12-2
LIVENGOOD 2-7
ROTH 8-12
ROTH 5-7
LIVENGOOD 7-7
LIVENGOOD 1-7A
OLIVE 1
7
8
ROTH 12-7
1" = 2000 Feet
0
1000
2000
4000'
N
Potential Injector well
Proposed Unit

EXHIBIT L-5

UNIT AGREEMENT

FOR THE DEVELOPMENT AND OPERATION

OF THE

MULE UNIT

WELD COUNTY, COLORADO

TABLE OF CONTENTS

Exhibit B - Schedule showing tract participation, type and percentage of ownership

UNIT AGREEMENT

FOR THE DEVELOPMENT AND OPERATION

OF THE

MULE UNIT

WELD COUNTY, COLORADO

THIS AGREEMENT, entered into as of _____, 2015, by and between the parties subscribing, ratifying, or consenting hereto, and herein referred to as "Parties."

WITNESSETH:

WHEREAS, the Parties are the owners of working, royalty, or other oil and gas interests in the Unit Area subject to this Agreement; and

WHEREAS, C.R.S. §34-60-118 authorizes owners to enter into agreement for repressuring operations, pressure maintenance operations, cycling or recycling operations, and other methods of unit or cooperative development or operations of a field or pool or a part thereof, if the agreement is approved by the Colorado Oil and Gas Conservation Commission ("Commission") as being in the public interest for conservation or is reasonably necessary to increase ultimate recovery or to prevent waster of oil or gas;

WHEREAS, the Parties hold sufficient interests in the MULE UNIT covering the land described in Exhibit A to this Agreement ("Unit Area") to give reasonably effective control of operations therein; and

WHEREAS, it is the purpose of the Parties to conserve natural resources, prevent waste, and secure other benefits obtainable through development and operation of the Unit Area subject to this Agreement under the terms, conditions, and limitations herein set forth.

NOW, THEREFORE, in consideration of the premises and the promises herein contained, the Parties commit to this Agreement their respective interests in the Unit Area and agree among themselves as follows:

1. **ENABLING ACT AND REGULATIONS.** C.R.S. §34-60-118, Agreements for development and unit operations, and all valid, existing, pertinent regulations are accepted and made part of this Agreement.

2. **UNITIZED FORMATION AND UNITIZED SUBSTANCES.** The "Unitized Formation" subject to the terms of this Agreement shall be the Cretaceous "D" Sand

formation. The Cretaceous "D" Sand formation is defined as the stratigraphic interval located between a depth of 6,822' feet below the surface and a depth of 6,844' below the surface as shown on the dual induction log run on the Chalk 31-13 well (API No. 05-123-30654) on October 26, 2009 and located in the SW¼SW¼, Section 31, Township 8 North, Range 59 West, 6th P.M., Weld County, Colorado. "Unitized Substances" shall include all oil and gas in the Unitized Formation or produced from the Unitized Formation.

3. UNIT AREA. The Unit Area described in Exhibit A to this Agreement is designated and recognized as constituting the Unit Area, containing 1372.37 acres, more or less. The Unit Area shall when practicable be expanded to include additional lands or shall be contracted to exclude lands whenever such expansion or contraction is deemed to be necessary or advisable to conform with the purposes of this Agreement.

Exhibit A shows the boundary of the Unit Area, the boundaries and identity of tracts and leases in the Unit Area. Exhibit B tabulates, to the best of the Parties' knowledge, the acreage, percentage, and ownership of oil and gas interests in all lands in the Unit Area. Exhibits A and B shall be revised whenever changes in the Unit Area or in the ownership interests in the individual tracts render such revision necessary.

4. AMENDMENT OF UNIT AREA. An order providing for unit operations may be amended by an order made by the Commission in the same manner and subject to the same conditions as the original order providing for unit operations; but if such an amendment affects only the rights and interests of the persons who have the right to drill into and produced from the Unitized Formation ("Owners"), the approval of the amendment by the owners of royalty, overriding royalty, production payment and other such interest which is free of costs shall not be required. No such order of amendment shall change the percentage for the allocation of oil and gas as established for any separately owned tract by the original order, except with the consent of all persons owning oil and gas rights in such tract.

5. UNIT OPERATOR. Foundation Energy Management, LLC is designated as Unit Operator and by signature hereto as Unit Operator agrees and consents to accept the duties and obligations of Unit Operator for the development and production of Unitized Substances as herein provided. Whenever reference is made herein to the Unit Operator, such reference means the Unit Operator acting in that capacity and not as an owner of interest in Unitized Substances, and the term "working interest owner" when used herein shall include or refer to Unit Operator as the owner of a working interest only when such an interest is owned by it.

6. RIGHTS AND OBLIGATIONS OF UNIT OPERATOR. Except as otherwise specifically provided herein, the exclusive right, privilege, and duty of exercising any and all rights of the Parties which are necessary or convenient for prospecting for, producing, storing, allocating, and distributing the Unitized Substances are hereby delegated to and shall be exercised by the Unit Operator as herein provided. Acceptable evidence of title to said rights shall be deposited with Unit Operator and, together with this Agreement, shall constitute and define the rights, privileges, and obligations of Unit Operator. Nothing

herein, however, shall be construed to transfer title to any land or to any lease or operating agreement, it being understood that under this Agreement the Unit Operator, in its capacity as Unit Operator, shall exercise the rights of possession and use vested in the Parties only for the purposes herein specified.

7. RESIGNATION OR REMOVAL OF UNIT OPERATOR. Unit Operator shall have the right to resign at any time, but such resignation shall not become effective so as to release Unit Operator from the duties and obligations of Unit Operator and terminate Unit Operator's rights as such for a period of 3 months after notice of intention to resign has been served by Unit Operator on all working interest owners and until all wells then drilled hereunder are placed in a satisfactory condition for suspension or abandonment, unless a new Unit Operator shall have been selected and approved and shall have taken over and assumed the duties and obligations of Unit Operator prior to the expiration of said period. Resignation of Unit Operator shall not release Unit Operator from any liability for any default by it hereunder occurring prior to the effective date of its resignation.

The Unit Operator may be removed only for gross negligence or willful misconduct in the performance of its duties or obligations hereunder. If the Unit Operator owns 80% or more of the working interest in the unit, then a unanimous vote of all other working interest owners shall be required to remove the Unit Operator. If the Unit Operator owns less than 80% of the working interest in the unit, it may be removed by the same percentage vote of the working interest owners as herein provided for the selection of a new Unit Operator, provided further, however, that at least two working interest owners vote to remove the Unit Operator.

The resignation or removal of Unit Operator under this Agreement shall not terminate its right, title or interest as owner of a working interest or other interest in Unitized Substances, but upon resignation or removal of Unit Operator becoming effective, such Unit Operator shall deliver possession of all wells, equipment, materials, and appurtenances used in conducting the unit operations to the new duly qualified successor Unit Operator or to a common agent, if no such new Unit Operator is selected, to be used for the purpose of conducting unit operations hereunder. Nothing herein shall be construed as authorizing removal of any material, equipment, or appurtenances needed for the preservation of any wells.

8. SUCCESSOR UNIT OPERATOR. Whenever Unit Operator shall tender its resignation as Unit Operator or shall be removed as provided in this Agreement, or a change of Unit Operator is negotiated by the working interest owners, the owners of the working interests shall, pursuant to terms of the Unit Operating Agreement, select a successor Unit Operator.

9. ACCOUNTING PROVISIONS AND UNIT OPERATING AGREEMENT. Costs and expenses incurred by Unit Operator in conducting unit operations hereunder shall be paid and apportioned among and borne by the working interest owners, all in accordance with the agreement or agreements entered into by and between the Unit Operator and the working interest owners. Any agreement or agreements entered into between the working

interest owners and the Unit Operator as provided in this section, whether one or more, are herein referred to as the "Unit Operating Agreement." Such Unit Operating Agreement shall also provide the manner in which the working interest owners shall be entitled to receive their respective proportionate and allocated share of the benefits accruing hereto in conformity with their underlying operating agreements, leases, or other independent contracts, and such other rights and obligations as between Unit Operator and the working interest owners as may be agreed upon by Unit Operator and the working interest owners; however, no such Unit Operating Agreement shall be deemed either to modify any of the terms and conditions of this Agreement or to relieve the Unit Operator of any right or obligation established under this Agreement, and in case of any inconsistency or conflict between this Agreement and the Unit Operating Agreement, this Agreement shall govern.

10. PLAN OF FURTHER DEVELOPMENT AND OPERATION. Within 6 months after the effective date of this Agreement, Unit Operator shall submit for the approval of the working interest owners a plan of development and operation for the unitized land which, when approved by the owners of the working interests, shall constitute the further drilling and development obligations of the Unit Operator under this Agreement for the period specified therein. Thereafter, from time to time before the expiration of any existing plan, the Unit Operator shall submit for the approval of the owners of the working interests a plan for an additional specified period for the development and operation of the unitized land.

11. TRACT PARTICIPATION. The Tract Participation for each tract in the Unit Area is shown in Exhibit B and has been determined on the following basis:

Hydrocarbon Pore Volume (HCPV)	40%
Remaining Primary Oil	40%
Remaining Primary Gas	20%

No amendment shall change the percentage for the allocation of oil and gas as established for any separately owned tract by the original order, except with the consent of all persons owning oil and gas rights in such tract, or change the percentage for the allocation of cost as established for any separately owned tract by the original order, except with the consent of all Owners in such tract.

12. ALLOCATION OF PRODUCTION. All Unitized Substances produced from the Unit Area, except any part thereof used in conformity with good operating practices within the unitized area for drilling, operating and other production or development purposes, for repressuring or recycling in accordance with this Agreement, or unavoidably lost, shall be deemed to be produced in proportion to the Tract Participation defined in Section 11 above. The amount of Unitized Substances allocated to each tract, regardless of whether the amount is more or less than the actual production from the well or wells, if any, located on such tract, shall be deemed to have been produced from such tract. The Unitized Substances allocated to each tract shall be distributed among or accounted for to, the oil and gas interest owners entitled to share in production from such tract in the same

manner, in the same proportions and upon the same conditions as they would have participated and shared in production from such tract, or in the proceeds thereof, had this Agreement not been entered into, and with the same legal effect. If any oil and gas rights in a tract hereafter become divided and owned in severalty as to different parts of the tract, the owners of the divided interest, in the absence of an agreement providing for a different division, shall share in the Unitized Substances allocated such tract, or in the proceeds thereof, in proportion to the surface acreage of their respective parts of such tract. This Agreement shall not affect allocation of production of substances which are not Unitized Substances.

Unit Operator may use or consume Unitized Substances for unit operations, including but not limited to injections into the Unitized Formation. No royalty, overriding royalty or other payments shall be payable on account of Unitized Substances used, lost or consumed in Unit Operations.

13. TAKING UNITIZED SUBSTANCES IN KIND. The Unitized Substances allocated to each tract shall be delivered in kind to the respective oil and gas interest owners entitled thereto. Such owners shall have the right to construct, maintain and operate within the Unit Area all necessary facilities for that purpose, provided they are constructed, maintained and operated at the sole cost and risk of such owner and do not interfere with unit operations. Any extra expenditure incurred by Unit Operator by reason of the delivery in kind of any portion of Unitized Substances shall be borne by the owners of such portion. If a Royalty Owner has the right to take in kind a share of Unitized Substances and fails to do so, the working interest owner whose working interest is subject to such royalty interest shall be entitled to take in kind such share of Unitized Substances. Any oil and gas interest owner receiving in kind or separately disposing of all or part of the Unitized Substances shall be responsible for payment of all royalties, overriding royalties, production payments and all other payments chargeable against or payable out of such Unitized Substances, and shall indemnify all other oil and gas interest owner, including Unit Operator, against any liability for such payment.

14. FAILURE TO TAKE IN KIND. If any oil and gas interest owner fails to take in kind or separately dispose of such owner's share of Unitized Substances, Unit Operator shall have the right, but not the obligation, for the time being and subject to revocation of the owner of the oil and gas interest, to sell to others such share; however, all contracts of sale by Unit Operator of any other owner's share of Unitized Substances shall only be for such reasonable periods of time as are consistent with the minimum needs of the industry under the circumstances, but in no event shall any such contract be for a period in excess of one year.

15. RENTAL SETTLEMENT. Unless otherwise agreed by owners of the working interests, rental, shut-in royalties or minimum royalties due on leases committed hereto shall be paid by the appropriate parties under existing contracts, laws, and regulations. Nothing in this Agreement shall operate to relieve responsible parties from their obligations for payment of any rental, shut-in royalty or minimum royalty due under their leases.

16. ALLOCATION OF PRIOR PRODUCTION. Any merchantable oil, gas or other substances produced and saved prior to the effective date of this Agreement shall remain the property of the persons entitled thereto as if this Agreement did not exist. Any such production not promptly removed may be sold by Unit Operator for the account of the persons entitled thereto.

17. TITLES. Each of the Parties who, by acceptance of produced Unitized Substances or proceeds thereof, may claim to own an oil and gas interest in the Unit Area, shall be deemed to have warranted title to its interest by through and under itself, but not otherwise, and shall indemnify and hold harmless all other Parties from any loss due to failure, in whole or in part, of its title to any such interest.

18. LEASES AND CONTRACTS CONFORMED AND EXTENDED. The terms, conditions, and provisions of all leases, subleases, and other contracts relating to exploration, drilling, development, or operation for oil or gas on lands committed to this Agreement are hereby expressly modified and amended to the extent necessary to make the same conform to provisions hereof, but otherwise to remain in full force and effect and, without limiting the generality of the foregoing, all leases, subleases, and contracts are particularly modified in accordance with the following:

(a) The development and operation of lands subject to this Agreement under the terms hereof shall be deemed full performance of all obligations for development and operation with respect to each and every separately owned tract subject to this Agreement, regardless of whether there is any development of any particular tract of this Unit Area.

(b) Drilling and producing operations performed hereunder upon any tract in the Unit Area shall be deemed to be performed upon and for the benefit of each and every tract of unitized land, and no lease shall be deemed to expire by reason of failure to drill or produce wells situated on the land therein embraced.

(c) Suspension of drilling or producing operations on all unitized lands pursuant to force majeure shall be deemed to constitute such suspension pursuant to such direction or consent as to each and every tract of the Unit Area.

(d) Each lease, sublease or contract relating to the exploration, drilling, development, or operation for oil or gas of lands committed to this Agreement which, by its terms might expire prior to the termination of this Agreement, is hereby extended beyond any such term so provided therein so that it shall be continued in full force and effect for and during the term of this Agreement.

19. **COVENANTS RUN WITH LAND; SUCCESSORS AND ASSIGNS**. This Agreement shall extend to, be binding upon and inure to the benefit of the Parties and their respective heirs, devisees, legal representatives, successors and assigns. The covenants herein shall be construed to be covenants running with the land with respect to

the interests of the Parties and their successors in interest until this Agreement terminates, and any grant, transfer or conveyance of interest in land or leases subject hereto shall be and hereby is conditioned upon the assumption of all privileges and obligations hereunder by the grantee, transferee, or other successor in interest. No assignment or transfer of any working interest royalty, or other interest subject hereto shall be binding upon Unit Operator until the first day of the calendar month after Unit Operator is furnished with the original, photostatic or certified copy of the instrument of transfer.

20. EFFECTIVE DATE AND TERM. This Agreement shall become effective upon a) approval by the Commission, b) ratification by those persons who will pay at least 80% of the costs of the unit operations, c) ratification by those who will receive at least 80% of the production or proceeds from the unit operations that will be credited to interests which are free of cost, such as royalties, overriding royalties and production payments, and d) entry of the Commission of an order approving unit operations.

Production from or diligent drilling or recompletion operations on unitized lands shall be sufficient to continue this Agreement and the leases subject thereto for so long as such production or drilling or recompletion operations are continued diligently, with not more than 120 days' time elapsing between completion of one operation and commencement of the next operation. However, when both production and diligent operations cease, this unit agreement shall terminate.

This Agreement may be voluntarily terminated by working interest owners owning a combined Unit Participation of 80% or more.

Upon termination of this Agreement, further development and operation of the unitized Formation as a unit shall be abandoned and unit operations shall cease. Unit Operator shall file for record in Weld County a certificate confiming this Agreement has terminated and stating its termination date. Each oil and gas lease and other agreement covering lands within the Unit Area shall remain in force for 120 days after the date this Agreement terminates, and for such further period as is provided by the lease or other agreement.

21. NOTICES. All notices, demands, or statements required hereunder to be given or rendered to the Parties shall be in writing and shall be personally delivered to the party or parties, or sent by postpaid registered or certified mail, facsimile or email to the last known address of each Party.

22. NO WAIVER OF CERTAIN RIGHTS. Nothing contained in this Agreement shall be construed as a waiver by any of the Parties of the right to assert any legal or constitutional right or defense as to the validity or invalidity of any law of the State where the unitized lands are located, or of the United States, or regulations issued thereunder in any way affecting the Parties, or as a waiver by any of the Parties of any right beyond its authority to waive.

23. UNAVOIDABLE DELAY. All obligations under this Agreement requiring the Unit Operator to commence or continue drilling, or to operate on, or produce Unitized Substances from any of the lands covered by this Agreement, shall be suspended while the Unit Operator, despite the exercise of due care and diligence, is prevented from complying with such obligations, in whole or in part, by strikes, acts of God, Federal, State, or local government law or agencies, unavoidable accidents, uncontrollable delays in transportation, inability to obtain necessary materials or equipment in the open market, or other matters beyond the reasonable control of the Unit Operator whether similar to matters herein enumerated or not.

24. LOSS OF TITLE. In the event title to any tract in the Unit Area shall fail and the true owner cannot be induced to join in this Agreement, such tract shall be automatically regarded as not committed hereto, and there shall be such readjustment of future costs and benefits as may be required on account of the loss of such title. In the event of a dispute as to title to any royalty, working interest, or other interest subject thereto, payment or delivery on account thereof may be withheld in an interest-bearing account until the dispute is finally settled. Unit Operator as such is relieved from any responsibility for any defect or failure of any title hereunder.

25. NON-JOINDER AND SUBSEQUENT JOINDER. Any oil or gas interests in lands within the Unit Area not committed hereto prior to final approval may thereafter be committed hereto by the owner or owners thereof subscribing or consenting to this Agreement, and, if the interest is a working interest, by the owner of such interest also subscribing to the Unit Operating Agreement. After operations are commenced hereunder, the right of subsequent joinder, as provided in this section, by a working interest owner is subject to such requirements or approval(s), if any, pertaining to such joinder, as may be provided for in the Unit Operating Agreement. After final approval hereof, joinder by a non-working interest owner must be consented to in writing by the working interest owner committed hereto and responsible for the payment of any benefits that may accrue hereunder on behalf of such non-working interest. A non-working interest may not be committed to this Agreement unless the corresponding working interest is committed hereto. Joinder to this Agreement by a working interest owner, at any time, must be accompanied by appropriate joinder to the Unit Operating Agreement, in order for the interest to be regarded as committed to this Agreement.

26. NO PARTNERSHIP. The duties, obligations and liabilities of the Parties are intended to be several and not joint or collective. This Agreement is not intended to create, and shall not be construed to create, an association or trust, or to impose a partnership duty, obligation or liability with regard to any one or more of the Parties.

27. COUNTERPARTS. This Agreement may be executed in any number of counterparts, no one of which needs to be executed by all parties, or may be ratified or consented to by separate instrument in writing specifically referring hereto and shall be binding upon all those parties who have executed such a counterpart, ratification, or consent hereto with the same force and effect as if all such parties had signed the same

document, and regardless of whether or not it is executed by all other parties owning or claiming an interest in the lands within the Unit Area.

28. **TAXES**. The working interest owners shall render and pay for their account and the account of the royalty owners all valid taxes on or measured by the Unitized Substances in and under or that may be produced, gathered and sold from the land covered by this Agreement after its effective date, or upon the proceeds derived therefrom. The working interest owners on each tract shall and may charge the proper proportion of said taxes to royalty owners having interests in said tract, and may currently retain and deduct a sufficient amount of the Unitized Substances or derivative products, or net proceeds thereof, from the allocated share of each royalty owner to secure reimbursement for the taxes so paid.

IN WITNESS WHEREOF, the Parties have caused this agreement to be executed and have set opposite their respective names the date of execution.

FOUNDATION ENERGY FUND III-B HOLDING, LLC,
a Texas limited liability company
By: Foundation Energy Management, L.L.C.,
a Texas limited liability company, its Manager

By:_____
Joel P. Sauer, Vice President
Date:_____

FOUNDATION ENERGY FUND III-A, L.P.,
a Delaware limited partnership
By: Foundation Energy Management, L.L.C.,
a Texas limited liability company, its Manager

By: _____
Joel P. Sauer, President
Date:_____

FOUNDATION ENERGY FUND IV-B HOLDING, L.L.C.,
a Texas limited liability company
By: Foundation Energy Management, L.L.C.,
a Texas limited liability company, its Manager

By:_____
Joel P. Sauer, Vice President
Date: _____

FOUNDATION ENERGY FUND IV-A, L.P.,
a Delaware limited partnership
By: Foundation Energy Management, L.L.C.,
a Texas limited liability company, its Manager

By:_____
Joel P. Sauer, Vice President

Date: _____

FOUNDATION ENERGY MANAGEMENT, LLC

By:_____
Joel P. Sauer, Vice President

ACKNOWLEDGMENTS

STATE OF _____ §
§
COUNTY OF _____ §

This instrument was acknowledged before me on _____, 2015, by Joel P. Sauer, Vice President of Foundation Energy Management, L.L.C., a Texas limited liability company, Manager of Foundation Energy Fund III-B Holding, L.L.C., a Texas limited liability company, on behalf of said company.

(SEAL)

_____
Notary Public, State of _____

_____
Printed Name of Notary
My commission expires: _____

STATE OF _____ §
§
COUNTY OF _____ §

This instrument was acknowledged before me on _____, 2015, by Joel P. Sauer, Vice President of Foundation Energy Management, L.L.C., a Texas limited liability company, Manager of Foundation Energy Fund III-A, L.P., a Delaware limited partnership, on behalf of said partnership.

(SEAL)

_____
Notary Public, State of _____

_____

Printed Name of Notary
My commission expires: _____

STATE OF _____ §
§
COUNTY OF _____ §

This instrument was acknowledged before me on _____, 2015, by Joel P. Sauer, Vice President of Foundation Energy Management, L.L.C., a Texas limited liability company, Manager of Foundation Energy Fund IV-B Holding, L.L.C., a Texas limited liability company, on behalf of said company.

(SEAL)

_____
Notary Public, State of _____

_____
Printed Name of Notary
My commission expires: _____

STATE OF _____ §
§
COUNTY OF _____ §

This instrument was acknowledged before me on _____, 2015, by Joel P. Sauer, Vice President of Foundation Energy Management, L.L.C., a Texas limited liability company, Manager of Foundation Energy Fund IV-A, L.P., a Delaware limited partnership, on behalf of said partnership.

(SEAL)

_____
Notary Public, State of _____

_____
Printed Name of Notary
My commission expires: _____

EXHIBIT A
DESCRIPTION AND PLAT OF UNIT LANDS

Township 8 North, Range 60 West, 6th P.M.
Section 36: SE¼

Township 8 North, Range 59 West, 6th P.M.
Section 31: S½ of the West 320 acres

Township 7 North, Range 60 West, 6th P.M.
Section 1: Lot 1 (NE¼NE¼), Lot 2 (NW¼NE¼), S½NE¼, SE¼, E½SW¼

Township 7 North, Range 59 West, 6th P.M.
Section 6: Lot 3 (NE¼NW¼), Lot 4 (NW¼NW¼), Lot 5 (SW¼NW¼), SE¼NW¼, Lot 6 (NW¼SW¼), Lot 7 (SW¼SW¼), SE¼SW¼, NE¼SW¼, E½
Containing 1372.37 acres, more or less

Map of Unit area on following page.

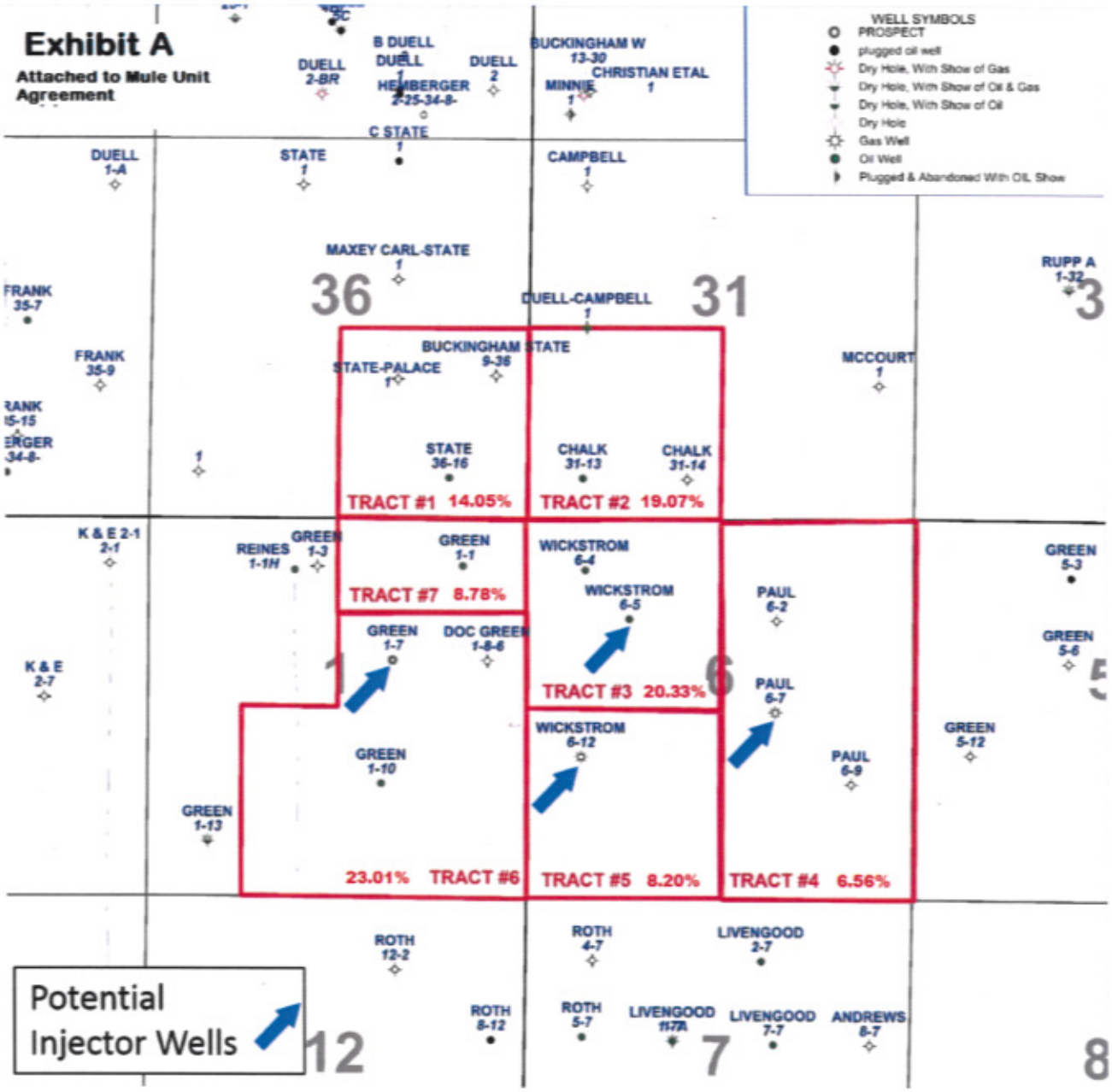
Exhibit A
Attached to Mule Unit Agreement
WELL SYMBOLS
PROSPECT
plugged oil well
Dry Hole, With Show of Gas
Dry Hole, With Show of Oil & Gas
Dry Hole, With Show of Oil
Dry Hole
Gas Well
Oil Well
Plugged & Abandoned With OIL Show
B DUELL
DUELL 2-BR
DUELL 1
DUELL 2
HEMBERGER 2-25-34-8-
C STATE 1
BUCKINGHAM W 13-30
CHRISTIAN ETAL 1
MINNIE 1
DUELL 1-A
STATE 1
CAMPBELL 1
MAXEY CARL-STATE 1
36
31
RUPP A 1-32
FRANK 35-7
DUELL-CAMPBELL 1
FRANK 35-9
BUCKINGHAM STATE 9-36
STATE-PALACE 1
MCCOURT 1
STATE 36-16
CHALK 31-13
CHALK 31-14
TRACT #1 14.05%
TRACT #2 19.07%
K & E 2-1 2-1
REINES 1-1H
GREEN 1-3
GREEN 1-1
WICKSTROM 6-4
GREEN 5-3
TRACT #7 8.78%
WICKSTROM 6-5
PAUL 6-2
GREEN 1-7
DOC GREEN 1-8-6
GREEN 5-6
K & E 2-7
1
6
5
TRACT #3 20.33%
PAUL 6-7
WICKSTROM 6-12
GREEN 5-12
GREEN 1-10
PAUL 6-9
GREEN 1-13
23.01% TRACT #6
TRACT #5 8.20%
TRACT #4 6.56%
ROTH 12-2
ROTH 4-7
LIVENGOOD 2-7
Potential Injector Wells
12
ROTH 8-12
ROTH 5-7
LIVENGOOD 117A
LIVENGOOD 7-7
ANDREWS 8-7
7
8

UNIT OPERATING AGREEMENT
MULE UNIT AREA
WELD COUNTY, COLORADO

THIS AGREEMENT, entered into as of the _____ day of ____, 2015.

WITNESSETH:

WHEREAS, an agreement entitled, "Unit Agreement for the Development and Operation of the Mule Unit, Weld County, Colorado" ("Unit Agreement") provides for a separate agreement to provide for unit operations; and

WHEREAS Foundation Energy Management, LLC, Foundation Energy Fund III-A, L.P., Foundation Energy Fund III-B Holding, LLC, Foundation Energy Fund IV-A, L.P., and Foundation Energy Fund IV-B Holding, LLC, Mile Hi Oil & Gas, Inc., TAK Mountain, LLC, Nerd Gas Company, LLC, Odyssey Exploration, Inc., Markus Production, Inc., Caerus Washco, LLC, Weldco Resources, LLC, TE-Ray Energy, Inc.,TE-Ray Resources, Inc., AGS Oil & Gas Holdings 1, AGS Oil & Gas Holdings #2, AGS Resources 2004 LLLP, Pepco, Inc., Midwest Resources 2008-1, Midwest Resources 2010-1 et. al. ("Parties" or "Working Interest Owners"), as parties to this Agreement and the Unit Agreement desire to memorialize their agreements concerning operation of the Mule Unit ("Unit").

NOW, THEREFORE, for ten dollars and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

ARTICLE 1
CONFIRMATION OF UNIT AGREEMENT

1.1 Confirmation of Unit Agreement. The Unit Agreement is hereby confirmed and by reference made a part of this Agreement. The definitions in the Unit Agreement are adopted for all purposes of this Agreement, whether or not they are capitalized in this Agreement. If there is any conflict between the Unit Agreement and this Agreement, the Unit Agreement shall govern.

ARTICLE 2
EXHIBITS

2.1 Exhibits. The following exhibits are incorporated herein by reference:

2.1.1 Exhibits "A," & "B" are the same as those attached to the Unit Agreement. Exhibit B or a revision thereof, shall not be conclusive as to the information therein, except it may be used as showing the Unit Participations of the Working Interest Owners for the purposes of this Agreement until shown to be in error, or if revised as authorized by this Agreement.

2.1.2 Exhibit "C" to this Agreement is the Accounting Procedure applicable to Unit Operations.
2.1.3 Exhibit "D" to this Agreement contains insurance provisions applicable to Unit Operations.
2.1.4 Exhibit "E" contains the inventory pricing procedure.

2.2 Reference to Exhibits. Whenever reference is made herein to an exhibit, it is to the exhibit as originally attached or, if revised, to the last revision.

ARTICLE 3
SUPERVISION OF OPERATIONS BY WORKING INTEREST OWNERS

3.1 Overall Supervision. Operator shall exercise overall supervision and control of all matters pertaining to Unit operations. In the exercise of such authority, Operator shall act on behalf of the owners as an entirety and not solely in its own behalf.

3.2 Specific Authority and Duties. The matters with respect to which Working Interest Owners shall decide pursuant to Article 4 and other provisions of this Agreement and take action shall include, but not be limited to, the following:

3.2.1 Method of Operation. The method of operation, including the type of recovery program to be employed.

3.2.2 Drilling of Wells. The drilling of any well whether for production of unitized substances, for use as an injection well, or for other purposes.

3.2.3 Well Recompletions and Change of Status. The recompletion, abandonment, or change of status of any well, or the use of any well for injection or other purposes.

3.2.4 Expenditures. The making of any single expenditure in excess of Fifty Thousand Dollars ($50,000.00); however, approval by Working Interest Owners of the drilling, reworking, deepening, or plugging back of any well shall include approval of all necessary expenditures required therefor, and for completing, testing and equipping the well, including necessary flow lines, separators and lease tankage.

3.2.5 Disposition of Unit Equipment. The selling or otherwise disposing of any item of surplus unit Equipment, if the current price of new equipment similar thereto is in excess of Ten Thousand Dollars ($10,000.00).

3.2.6 Technical Services. The authorizing of charges to the joint account for services by consultants or Unit Operator's technical personnel.

3.2.7 Removal of Operator. The removal of Unit Operator and the selection of a successor.

3.2.8 Changes and Amendments. The changing of the Unit Area or the amending of this Agreement or the Unit Agreement as provided by Article 11 of the Unit Agreement.

3.2.9 Investment Adjustment. The adjustment and readjustment of investments.

3.2.10 Termination of Unit Agreement. The termination of the Unit Agreement as provided therein.

ARTICLE 4
MANNER OF EXERCISING SUPERVISION

4.1 Meetings. All meetings of Working Interest Owners shall be called by Unit Operator upon its own motion or at the request of one or more Working Interest Owners having a total Unit Participation of not less than three percent (3%). No meeting shall be called on less than fourteen (14) days advance written notice, with agenda for the meeting attached. Working Interest Owners who attend the meeting may amend items included in the agenda and may act upon an amended item or other items presented at the meeting. Unit Operator or its representative shall be chairman of each meeting.

4.2 Voting Procedure. Working Interest Owners shall determine all matters coming before them as follows:

4.2.1 Voting Interest. Each Working Interest Owner shall have a voting interest equal to its Unit Participation.

4.2.2 Vote Required. Unless otherwise provided herein or in the Unit Agreement, Working Interest Owners shall determine all matters by the affirmative vote of two or more Working Interest Owners having a combined voting interest of at least seventy percent (70%); however, should any one Working Interest Owner own thirty percent (30%) or more of the voting interest, its negative vote or failure to vote shall not defeat any proposal unless supported by the vote of at least one or more other Working Interest Owners.

4.2.3 Vote at Meeting by Non-attending Working Interest Owner. Any Working Interest Owner who is not represented at a meeting may vote on any agenda item by proxy or by letter, email or facsimile addressed to Unit Operator if its vote is received prior to the vote at the meeting.

4.2.4 Poll Votes. Working Interest Owners may vote by proxy or by letter, email or facsimile on any matter submitted in writing to all Working Interest Owners. If a meeting is not requested, as provided in Article 4.2, within seven (7) days after a written proposal is received by the Working Interest Owners, the vote taken by proxy or by letter, email or facsimile shall control. Unit Operator shall give prompt notice of the results of such voting to each Working Interest Owner.

4.2.5 Binding Effect of Vote. Except as provided in Section 4.2.6 below, all Working Interest Owners are obligated for their proportionate share of all costs and expenses of unit operations approved by the Working Interest Owners.

4.2.6 Non-Consent Election. If any Working Interest Owner should desire to drill any production or injection well involving the Unitized Formation, or if any working Interest Owner should desire to rework, sidetrack, deepen, recomplete or plug back a dry hole drilled pursuant to this Agreement or a unit well in which such Working Interest Owner has not otherwise relinquished its interest, then it may propose such operation through the procedures described in this Section 4. The proposal shall include a description of the work to be performed, location, proposed depth, objective zone and estimated cost of the operation.

The parties to whom such a notice is delivered shall have thirty (30) days after receipt of such notice to notify the party proposing the work whether they elect to participate in the proposed operation. If a drilling rig is on location, notice of a proposal to rework, sidetrack, deepen, recomplete or plug back may be given by telephone and the response period shall be limited to forty- eight (48) hours, exclusive of Saturday, Sunday and legal holidays. Failure of a party to whom such notice is delivered to reply within the period above fixed shall constitute an election by that party not to participate in the proposed operation.

Any proposal by a Working Interest Owner to conduct an operation conflicting with the operation initially proposed shall be delivered to all Working Interest Owners within fifteen (15) days after receipt of the initial proposal, in the case of a proposal to drill a well or to perform an operation on a well where no drilling rig is on location, or twenty-four (24) hours, exclusive of Saturday, Sunday and legal holidays, if a drilling rig is on location for the well on which such operation is to be conducted. Such alternate proposal shall contain the same information required to be included in the initial proposal. Each party receiving such proposals shall deliver notice of its election to participate in one of the competing proposals to Unit Operator within five (5) days after expiration of the deadline for the initial proposal, or within twenty-four (24) hours after such deadline (exclusive of Saturday, Sunday and legal holidays) if a drilling rig is on location for the well that is the subject of the proposals. Any party not delivering notice of its election within the time required shall be deemed to have elected not to participate in either proposed operation. The proposal receiving the vote of parties owning the largest aggregate percentage interest of the parties voting shall have priority over all other competing proposals. In the case of a tie vote, the initial proposal shall prevail.

If any Working Interest Owner who receives notice elects not to participate in the proposed operation, then in order to be entitled to the benefits of this Section, the Working Interest Owners who elected to participate shall, no later than ninety (90) days after the expiration of the last applicable notice period, or as promptly as practicable after the expiration of the forty-eight (48) hour period when a drilling rig is on location, actually commence the proposed operation and complete it with due diligence. In the event of force majeure, the commencement date may be extended upon written notice of force majeure by Unit Operator to the Working Interest Owners who elected to participate. If the actual operation has not been commenced within the time provided in this paragraph, and if any party hereto still desires to conduct said operation, written notice proposing same must be resubmitted to the other Working Interest Owners as if no prior proposal had been made.

Unit Operator shall perform all work for the account of the consenting parties; provided, however, if no drilling rig or other equipment is on location, and if Unit Operator is a non-consenting party, the consenting parties shall either: (i) request Unit Operator perform the work required by such proposed operation for the

account of the consenting parties, or (ii) designate one of the consenting parties as operator to perform such work. The rights and duties granted to and imposed upon the Unit Operator under this Agreement are granted to and imposed upon the party designated as operator for an operation in which the Unit Operator is a non-consenting party. Consenting parties, when conducting operations pursuant to this Section 4.2.6, shall comply with all terms and conditions of this Agreement.

If less than all Working Interest Owners approve any proposed operation, the proposing party, immediately after the expiration of the applicable notice period, shall advise all Working Interest Owners of the total interest of the parties approving such operation. Each consenting party, within forty-eight (48) hours (exclusive of Saturday, Sunday, and legal holidays) after receipt of such notice, shall advise the proposing party of its desire to (i) limit participation to such party's Unit Participation or (ii) carry only its proportionate part (determined by dividing such party's Unit Participation by the Unit Participation of consenting parties) of non-consenting parties' interests, or (iii) carry its proportionate part (determined as provided in (ii)) of non-consenting parties' interests together with all or a portion of its proportionate part of any non-consenting parties' interests that any consenting party did not elect to take. Failure to advise the proposing party within the time required shall be deemed an election under (i). In the event a drilling rig is on location, notice may be given by telephone, and the time permitted for such a response shall not exceed a total of forty-eight (48) hours from the time of receipt (exclusive of Saturday, Sunday and legal holidays). The proposing party, at its election, may withdraw such proposal if there is less than 100% participation and shall notify all parties of such decision within ten (10) days, or within twenty-four (24) hours if a drilling rig is on location, following expiration of the applicable response period. If 100% subscription to the proposed operation is obtained, the proposing party shall promptly notify the consenting parties of their proportionate interests in the operation and the party serving as operator shall commence such operation within the period provided in this Section 4.2.6.

If a Working Interest Owner does not consent to an operation under this Section 4.2.6, then Unit Operator will establish a baseline production decline curve based on the previous twelve months production from all wells in the Unit. The non-consenting Working Interest Owner(s) shall receive fifty percent (50%) of their proportionate share of the monthly production as represented by the baseline production decline curve, until such time as the proposed operation has paid out based on recovery of 100% of all lease operating expenses plus 300%.of all costs of the proposed operation. If a non-consenting Working Interest Owner goes non-consent to a second proposed operation, Operator will establish a second baseline production decline curve based on the previous twelve months production of all wells in the Unit, but the non-consenting owner will only share in its proportionate share of monthly production as represented by the initial baseline production decline curve, until such time as the initial non-consenting operation is paid out. The second payout period shall begin upon termination of the first payout period. Non-consent elections for a third or subsequent operation shall be treated in the same manner.

ARTICLE 5
INDIVIDUAL RIGHTS OF WORKING INTEREST OWNERS

5.1 Reservation of Rights. Working Interest Owners retain all their rights, except as otherwise provided in this Agreement or the Unit Agreement.

5.2 Specific Rights. Each Working Interest Owner shall have, among others, the following specific rights:

5.2.1 Access to Unit Area. Access to the Unit Area at all reasonable times to inspect unit operations, all wells, and the records and data pertaining thereto.

5.2.2 Reports. The right to receive from Unit Operator, upon written request, copies of all reports to any governmental agency, reports of crude oil runs and stocks, inventory reports, and all other information pertaining to Unit operations. The cost of gathering and furnishing information not ordinarily furnished by Unit Operator to all Working Interest Owners shall be charged to the Working Interest Owner that requests the information.

5.2.3 Audits. The right to audit the accounts of Unit Operator pertaining to unit operations according to standard industry practices.

ARTICLE 6
UNIT OPERATOR

6.1 Unit Operator. FOUNDATION ENERGY MANGEMENT, L.L.C. is designated as the initial Unit Operator.

6.2 Resignation or Removal. Unit Operator may resign at any time. If Unit Operator terminates its legal existence, no longer owns an interest in the Unit or is no longer capable of serving as Unit Operator, then Unit Operator shall be deemed to have resigned without any action by Working Interest Owners. Unit Operator may be removed by vote of the Working Interest Owners only for gross negligence, willful misconduct, or material breach of its obligations under this Agreement after Unit Operator has received notice of such breach and failed to cure such breach within a reasonable time. In the event one of these conditions occurs, then Unit Operator may be removed by affirmative vote of Working Interest Owners having seventy percent (70%) or more of the voting interest remaining after excluding the voting interest of Unit Operator. Such resignation or removal shall not become effective for a period of three (3) months after the resignation or removal, unless a successor Unit Operator has taken over unit operations prior to the expiration of such period. If Unit Operator sells all of its Unit Participation Interest in the Unit, an election of a new Unit Operator is required.

6.3 Selection of Successor. Upon the resignation or removal of Unit Operator, a successor Unit Operator shall be selected by a majority vote of the Working Interest Owners, with each Working Interest Owner voting based upon its Unit Participation. If the removed Unit Operator fails to vote or votes only to succeed itself, the successor Unit Operator shall be selected by the affirmative vote of Working Interest Owners having sixty percent (60%) or more of the voting interest remaining after excluding the voting interest of the removed Unit Operator.

ARTICLE 7
AUTHORITY AND DUTIES OF UNIT OPERATOR

7.1 Exclusive Right to Operate Unit. Subject to the provisions of this Agreement and to instructions from Working Interest Owners in accordance with their rights under this Agreement, Unit Operator shall have the exclusive right and be obligated to conduct unit operations.

7.2 Workmanlike Conduct. Unit Operator shall conduct unit operations in a good workmanlike manner as would a prudent operator under similar circumstances. Unit Operator shall freely consult with Working Interest Owners and keep them informed of all matters which Unit Operator, in the exercise of its best judgment, considers important. Unit Operator shall not be liable to Working Interest Owners for damages resulting from any act or omission by Unit Operator in conducting unit operations, unless such damages result from its gross negligence or willful misconduct.

7.3 Liens and Encumbrances. Unit Operator shall endeavor to keep the lands and leases in the Unit Area and Unit Equipment free from all liens and encumbrances occasioned by unit operations, except those provided for in Article 11.

7.4 Employees. The number of employees or contractors used by Unit Operator in conducting unit operations, their selection, hours of labor, and compensation shall be determined by Unit Operator.

7.5 Records. Unit Operator shall keep or cause its contractors to keep correct books, accounts and records of unit operations.

7.6 Reports to Governmental Authorities. Unit Operator shall make or cause its contractors to make all reports to governmental authorities that it has the duty to make as Unit Operator.

7.7 Engineering and Geological Information. Unit Operator shall furnish to all Working Interest Owners a copy of all logs and other engineering and geological data pertaining to wells drilled for unit operations.

7.8 Expenditures. Unit Operator is authorized to make single expenditures not in excess of Fifty Thousand Dollars (50,000.00) without prior approval of Working Interest Owners. In the event of an emergency, Unit Operator may immediately make or incur such expenditures as in its opinion are required to deal with the emergency. Unit Operator shall report to Working Interest Owners, as promptly as possible, the nature of the emergency and the action taken.

7.9 Wells Drilled by Unit Operator. All wells drilled by Unit Operator shall be at the rates prevailing in the area. Unit Operator may employ its own tools and equipment, but the charge thereof should not exceed the usual prevailing rate in the area, and the work shall be performed by Unit Operator under the same terms and conditions as are usual in the area in the contracts of independent contractors doing work of a similar nature.

ARTICLE 8
TAXES

8.1 Property Taxes. Beginning with the first calendar year after the Effective Date hereof, Unit Operator shall make and file or cause its contractors to make and file all necessary property tax renditions and returns with the proper taxing authorities with respect to all property of each Working Interest Owner used or held by Unit Operator for unit operations. Unit Operator shall settle assessments arising therefrom. All such property taxes shall be paid by Unit Operator and charged to the joint account.

8.2 Other Taxes. Each Working Interest Owner shall pay or cause to be paid all production severance, gathering, and other taxes imposed upon or with respect to the production or handling of its share of unitized substances.

8.3 Income Tax Election. Notwithstanding any provisions herein that the rights and liabilities hereunder are several and not joint or collective, or that this Agreement and operations hereunder shall not constitute a partnership, if for Federal income tax purposes this Agreement and the operations hereunder are regarded as a partnership, then each Person hereby affected elects to be excluded from the application of all of the provisions of Subchapter K, Chapter 1, Subtitle A, of the Internal Revenue Code of 1986, as permitted and authorized by Section 761 of the Code and the regulations promulgated thereunder. Unit Operator is authorized and directed to execute on behalf of each Person hereby affected such evidence of this election as may be required by the Secretary of the Treasury of the United States of the Federal Internal Revenue Service, including specifically, but not by way of limitation, all of the returns, statements and the data required by Federal Regulations 1.761-1(a). Should there be any requirement that each Person hereby affected give further evidence of this election, each such Person shall execute such documents and furnish such other evidence as may be required by the Federal Internal Revenue Service or as may be necessary to evidence this election. No such Person shall give any notices or take any other action inconsistent with the election made hereby. If any present or future income tax laws of the state or states in which the Unit Area is located or any future income tax law of the United States contain provisions similar to those in Subchapter K, Chapter 1, Subtitle A, of the Internal Revenue Code of 1986, under which an election similar to that provided by Section 761 of the Code is permitted, each Person hereby affected shall make such election as may be permitted or required by such laws. In making the foregoing election, each such Person states that the income derived by such Person from unit operations can be adequately determined without the computation of partnership taxable income.

ARTICLE 9
INSURANCE

9.1 Insurance. Unit Operator, with respect to unit operations, shall:

(a) comply with the Workmen's Compensation Laws of the State,

(b) comply with Employer's Liability and other insurance requirements of the laws of the state, and

(c) provide insurance for the benefit of the joint account, and require that its contractors maintain insurance as follows:

(i) Comprehensive General Liability and Property Damage Insurance, excluding products with a single combined limit of not less than $1,000,000 per occurrence for bodily injuries, death and property damage;

(ii) comprehensive Automobile Public Liability and Property Damage Insurance with a single combined limit of not less than $500,000 per accident for bodily injuries, death and property damage.

ARTICLE 10
ADJUSTMENT OF INVESTMENTS

10.1 Property Taken Over. Upon the Effective Date, Working Interest Owners shall deliver to Unit Operator the following:

10.1.1 Wells. Operatorship of all wells completed in the Unitized Formation, shown on Exhibit "A" to this Agreement and the Unit Agreement.

10.1.2 Equipment. The casing and tubing in each such well, the wellhead connections thereon, and all other lease and operating equipment that is used in the operation of such wells which Working Interest Owners determine is necessary or desirable for conducting unit operations. Working Interest Owners shall have twelve (12) months after this Agreement becomes effective in which to make such determination, and all such property that is determined to be surplus shall be returned to the Working Interest Owners in as good condition as received, considering normal wear, who delivered same to Unit Operator and such surplus shall not be considered to have been taken over under this Section.

10.1.3 Records. A copy of all production and well records of such wells.

10.2 Inventory and Evaluation. Working Interest Owners shall at unit expense inventory and evaluate the wells and equipment taken over. The inventory of equipment shall be limited to those items considered controllable under industry standards except, upon determination of Working Interest Owners, items considered non-controllable may be included in the inventory in order to ensure a more equitable adjustment of investment. Casing shall be included in the inventory for record purposes, but shall be excluded from pricing and investment adjustment. The method of evaluating wells and equipment shall be in accordance with Exhibit "E" to this Agreement.

10.3 Investment Adjustment. Upon approval by Working Interest owners of the inventory and evaluation, each Working Interest Owner shall be credited with the value of its interest in all wells and equipment taken over under Article 10.1, and shall be charged with an amount equal to that obtained by multiplying the total value of all wells and equipment taken over under Article 10.1 by each Working Interest Owner's Unit Participation. If the charge against any Working Interest Owner is greater than the amount credited to such Working Interest Owner, the resulting net charge shall be an item of unit expense chargeable against such Working Interest Owner. If the credit to any Working Interest Owner is greater than the amount charged against such Working Interest Owner, the resulting net credit shall be paid to such Working Interest Owner by Unit Operator out of funds received by it in settlement of the net charges described above.

10.4 Ownership of Property and Facilities. Each Working Interest Owner, individually, shall by virtue hereof own an undivided interest, equal to its Unit Participation in all wells, equipment and facilities taken over or otherwise acquired by Unit Operator pursuant to this Agreement.

ARTICLE 11

UNIT EXPENSE

11.1 Basis of Charge to Working Interest Owners. Unit Operator initially shall pay all unit expense. Each Working Interest Owner shall reimburse Unit Operator for its share of unit expense in proportion to its respective Unit Participation. All charges, credits and accounting for unit expense shall be in accordance with general industry standards, as described in Exhibit "C".

11.2 Advance Billings. Unit Operator shall have the right to require Working Interest Owners to advance their respective shares of unit expenses estimated to be incurred in unit operations during the next succeeding month, which right may be exercised only by submission to each such Working Interest Owner of an itemized statement of such estimated expense, together with an invoice for its share thereof. Each such statement and invoice for payment in advance shall be submitted on or before the twentieth (20th) day of the next preceding month. Each Working Interest Owner shall pay to Operator its proportionate share of such estimate within fifteen (15) days after such estimate an invoice is received. If any Working Interest Owner fails to pay its share of said estimate within said time, the amount due shall bear interest until paid as provided in Exhibit "C". Proper adjustment shall be made monthly between advances and actual expense to the end that each Working Interest Owner shall bear and pay its proportionate share of actual expenses incurred, and no more.

11.3 Commingling of Funds. Funds received by Unit Operator under this Agreement need not be segregated or maintained by it as a separate fund, but may be commingled with its own funds.

11.4 Unpaid Unit Expense. If any Working Interest Owner fails or is unable to pay its share of unit expense within sixty (60) days after rendition of a statement therefor by Unit Operator, the non-defaulting Working Interest Owners shall, upon request by Unit Operator, pay the unpaid amount as if it were unit expense in the proportion that the Unit Participation of each such Working Interest Owner bears to the Unit Participation of all such Working Interest Owners. Each Working Interest Owner so paying its share of the unpaid amount shall, to obtain reimbursement thereof, be subrogated to the security rights described in Section 11.5 of this Agreement.

11.5 Security Rights. In addition to any other security rights and remedies provided for by the laws of Colorado with respect to services rendered or materials and equipment furnished under this Agreement, Unit Operator shall have a first and prior lien upon each Working Interest, including the unitized substances and the unit equipment credited thereto, in order to secure payment of the unit expense charged against such Working Interest, together with interest thereon at the rate set forth in Exhibit "C" or the maximum rate allowed by law, whichever is less. To perfect such lien, each party shall execute and deliver to Unit Operator for recording the Model Form Recording Supplement to Operating Agreement and Financing Statement which is part of the AAPL Form 610 Model Form Operating Agreement (1989). **If any Working Interest Owner does not pay its share of unit expense when due, or if any Working Interest Owner elects to be carried or otherwise financed, Unit Operator shall have the right to collect from the purchaser the proceeds from the sale of such Working Interest Owner's share of unitized substances until the amount owed, plus interest as allowed by this Agreement, has been paid.** Each purchaser shall be entitled to rely on Unit Operator's statement concerning the amount owed and the interest payable thereon.

11.6 Carved-Out Interests. Any overriding royalty, production payment, net proceeds interest, carried interest or any other interest carved out of a working interest and created after the Effective Date of this Agreement shall be subject to this Agreement. If a Working Interest Owner does not pay its share of unit expense and the proceeds from the sale of unitized substances under Section 11.5 are insufficient for that purpose, the security rights provided for therein may be applied against the carved-out interests with which such working interest is burdened. In such event, the owner of such carved-out interest shall be subrogated to the security rights granted by Section 11.5.

11.7 Pre-Unitization Expense. If prior to the effective date of the Unit Agreement, Unit Operator and other Working Interest Owners have incurred certain costs and expenses for and on behalf of the Working Interest Owners in anticipation of the Unit Agreement and this Agreement becoming effective, such costs approved by the Working Interest Owners shall herein be referred to as "Pre-Unitization Expenses." As soon as

practicable after the Effective Date of this Agreement, Pre-Unitization Expenses shall be reallocated and billed among all Working Interest Owners in accordance with the Unit Participation interest of each such owner. Credit shall be given for payments made by Working Interest Owners prior to the Effective Date for costs included in the Pre-Unitization Expense. If the charge against any Working Interest Owner is greater than the amount credited to such Working Interest Owner, the resulting net charge shall be an item of unit expense chargeable against such Working Interest Owner. If the credit to any Working Interest Owner is greater than the amount charged against such Working Interest Owner, the resulting net credit shall be paid to such Working Interest Owner by Unit Operator out of funds received by it in settlement of the net charge described above.

ARTICLE 12
NON-UNITIZED FORMATIONS

12.1 Right to Operate. Any Working Interest Owner that now has or hereafter acquires the right to drill for and produce oil, gas or other minerals from a formation underlying the Unit Area other than the Unitized Formation, shall have the right to do so notwithstanding this Agreement or the Unit Agreement. In exercising the right, however, such Working Interest Owner shall exercise care to prevent unreasonable interference with unit operations. No Working Interest Owner other than Unit Operator shall produce unitized substances. If any Working Interest Owner drills any well into or through the Unitized Formation, the Unitized Formation shall be protected in a manner satisfactory to Working Interest Owners so that the production of unitized substances will not be affected adversely.

ARTICLE 13
LIABILITY, CLAIMS, AND SUITS

13.1 Individual Liability. The duties, obligations and liabilities of Working Interest Owners shall be several and not joint or collective; and nothing herein shall ever be construed as creating a partnership of any kind, joint venture, association or trust among Working Interest Owners.

13.2 Settlements. Unit Operator may settle any single damage claim or suit involving unit operations if the expenditure does not exceed Twenty Thousand Dollars ($20,000.00), and if the payment is in complete settlement of such claim or suit. If the amount required for settlement exceeds the above amount, Working Interest Owners shall determine the further handling of the claim or suit. All costs and expense of handling, settling or otherwise discharging such claim or suit shall be an item of unit expense, subject to such limitation as is set forth in Exhibit "C." If a claim is made against any Working Interest Owner or if any Working Interest Owner is sued on account of any matter arising from unit operations over which such Working Interest Owner individually has no control because of the rights given Working Interest Owners and Unit Operator by this Agreement and the Unit Agreement, the Working Interest Owner shall immediately notify the Unit Operator, and the claim or suit shall be treated as any other claim or suit involving unit operations.

ARTICLE 14
NOTICES

14.1 Notices. All notices required hereunder shall be in writing and shall be deemed to have been properly served when delivered personally or by overnight courier, or sent by mail, email or facsimile to the address of each Working Interest Owner.

ARTICLE 15
WITHDRAWAL OF WORKING INTEREST OWNER

15.1 Withdrawal. A Working Interest Owner may withdraw from this Agreement by transferring, without warranty of title either express or implied, to the Working Interest Owners who do not desire to withdraw all its interests in the Unit, exclusive of landowner or overriding royalty interests, together with its interest in all Unit Equipment and in all wells used in unit operations, provided that such transfer shall not relieve such Working Interest Owner from any obligation or liability incurred by such Working Interest owner or attributable to its interest during the time it owned such interest. The delivery of the transfer shall be made to Unit Operator for

the transferees. The transferred interest shall be owned by the transferees in proportion to their respective Unit Participation. The transferees, in proportion to the respective interests so acquired, shall pay the transferor for its interest in Unit Equipment, the salvage value thereof less its share of the estimated cost of salvaging and of plugging and abandoning all wells then being used or held for unit operations, as determined by Working Interest Owners. In the event such withdrawing owner's interest in the aforesaid salvage value is less than such owner's share of such estimated costs, the withdrawing owner, as a condition precedent to withdrawal, shall pay the Unit Operator, for the benefit of Working Interest Owners succeeding to its interest, a sum equal to the deficiency. Within sixty (60) days after receiving delivery of the transfer, Unit Operator shall render a final statement to the withdrawing owner for its share of unit expense, including any deficiency in salvage value, as determined by Working Interest Owners, incurred as of the first day of the month following the date of receipt of the transfer. Provided all unit expense, including any deficiency hereunder, due from the withdrawing owner has been paid in full within thirty (30) days after the rendering of such final statement by the Unit Operator, the transfer shall be effective the first day of the month following its receipt by Unit Operator and, as of such effective date, withdrawing owner shall be relieved from all further obligations and liabilities hereunder and under the Unit Agreement, and the rights of the withdrawing Working Interest Owner hereunder and under the Unit Agreement shall cease insofar as they existed by virtue of the interest transferred.

ARTICLE 16
ABANDONMENT OF WELLS

16.1 Rights of Former Owners. If Working Interest Owners determine to permanently abandon any well within the Unit Area prior to termination of the Unit Agreement, Unit Operator shall give written notice thereof to the Working Interest Owners of the tract on which the well is located, and they shall have the option for a period of sixty (60) days after the sending of such notice to notify Unit Operator in writing of their election to take over and own the well. Any one or more of the Working Interest Owners of the tract may elect to take over the well, subject to obtaining a valid operator's license from the Colorado Oil and Gas Conservation Commission. Within ten (10) days after the Working Interest Owners of the tract have notified Unit Operator of their election to take over the well, they shall pay Unit Operator, for credit to the joint account, the amount determined by Working Interest Owners to be the net salvage value of the casing and equipment, through the wellhead, in and on the well. The Working Interest Owners, by taking over the well, agree to seal off the Unitized Formation, and upon abandonment to plug and reclaim the well in compliance with applicable laws and regulations.

16.2 Plugging. If the Working Interest Owners of a tract do not elect to take over a well located within the Unit Area that is proposed for abandonment, Unit Operator shall plug and abandon the well in compliance with applicable laws and regulations.

ARTICLE 17
EFFECTIVE DATE AND TERM

17.1 Effective Date. This Agreement shall become effective when the Unit Agreement becomes effective.

17.2 Term. This Agreement shall continue in effect so long as the Unit Agreement remains in effect, and thereafter until (a) all Unit wells have been plugged and abandoned or turned over to Working Interest Owners in accordance with Article 16; (b) all Unit equipment and real property acquired for the joint account have been disposed of by Unit Operator in accordance with instructions of Working Interest Owners; and (c) there has been a final accounting.

ARTICLE 18
ABANDONMENT OF OPERATIONS

18.1 Termination. Upon termination of the Unit Agreement, the following will occur:

18.1.1 Oil and Gas Rights. Oil and Gas Rights in and to each separate tract shall no longer be affected by this Agreement, and thereafter the parties shall be governed by the terms and provisions of the leases, contracts and other instruments affecting the separate tracts.

18.1.2 Right to Operate. Working Interest Owners of any tract that desire to take over and to continue to operate wells located thereon may do so by paying Unit Operator, for credit to the joint account, the net salvage value, as determined by Working Interest Owners, of the casing and equipment, through the wellhead, in and on the wells taken over and by agreeing upon abandonment to plug each well in compliance with applicable laws and regulations.

18.1.3 Salvaging Wells. Unit Operator shall salvage as much of the casing and equipment in or on wells not taken over by Working Interest Owners of separate tracts as can economically and reasonably be salvaged, and shall cause the wells to be plugged and abandoned in compliance with applicable laws and regulations.

18.1.4 Cost of Abandonment. The cost of abandonment of unit operations shall be a Unit expense.

18.1.5 Distribution of Assets. Working Interest Owners shall share in the distribution of Unit equipment, or the proceeds thereof, in proportion to their Unit Participation.

ARTICLE 19
APPROVAL

19.1 Original, Counterpart or Other Instrument. Each of the Parties may approve this Agreement by signing the original, a counterpart thereof or other instrument approving this Agreement. The signing of any such instrument shall have the same effect as if all Parties had signed the same instrument.

ARTICLE 20
SUCCESSORS AND ASSIGNS

20.1 Successors and Assigns. This Agreement shall extend to, be binding upon, and inure to the benefit of the Parties hereto and their respective legal representatives, successors and assigns, and shall constitute a covenant running with the lands, leases and interests covered hereby.

FOUNDATION ENERGY MANEGEMENT, L.L.C.

_____ _____
_____, Manager

Date: May ___, 2015

ACKNOWLEDGMENT

STATE OF COLORADO)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me on May ___, 2013, by _____In his capacity as Manager of Foundation Energy Management, LLC.

WITNESS my hand and official seal.

My Commission Expires:

_____
Notary Public

Add recording supplement from AAPL Form 610 JOA, 1989

Exhibits "A," & "B" are attached to the Unit Agreement.

Exhibit "C" – Accounting Procedure
Exhibit "D" – Insurance Provisions
Exhibit "E" – Inventory Pricing Procedure

Tract 1 - Township 8 North, Range 60 West, Section 36: SE/4

Hydrocarbon pore volume in tract: acre feet	37.17	Remaining Primary Oil in tract (Mbbl):	70.80	Remaining primary gas in tract (MMcf):	86.71
Total hydrocarbon pore volume in unit:	611.97	Remaining Primary Oil in Unit:	272.50	Remaining primary gas in unit:	1407.70
Percent of hydrocarbons in tract:	0.06073027	Percent of Remaining Primary Oil:	0.25981651	Percent of remaining gas:	0.06159693

Owner	Working Interest in Tract	Tract Participation Factor	Working Interest in Unit - "Unit Participations"	Net Revenue Interest in Tract	40% Allocation for Hydrocarbon Pore Volume (HCPV)	40% Allocation for Remaining Primary Oil	20% Allocation for Remaining gas	Net Revenue Interest in Unit (sum of Allocation factors)
Foundation Energy Fund III-A, LP, et. al. (Applicant)	0.86812500	0.14054130	0.12200742	0.71186250	0.01729192	0.07398145	0.00476971	0.10004508
Mile Hi Oil & Gas, Inc	0.12187500	0.14054130	0.01712847	0.09993750	0.00242801	0.01038817	0.00123117	0.01404535
TAK Mountain, LLC	0.01000000	0.14054130	0.00140541	0.00820000	0.00019922	0.00085220	0.00010102	0.00115244
Colorado State Board of Land Commissioners	0.00000000	0.14054130		0.12500000	0.00303651	0.01299083	0.00153992	0.01756766
Common Oil Properties, LLC	0.00000000	0.14054130		0.02000000	0.00048591	0.00207853	0.00024639	0.00281083
Kathryn Bomholt	0.00000000	0.14054130		0.00500000	0.00012148	0.00051963	0.00006160	0.00070271
Monte Naylor	0.00000000	0.14054130		0.09000000	0.00072986	0.00311780	0.00036958	0.00421624
TOTALS	1.000000			1.000000				0.140541

Tract 2 - Township 8 North, Range 59 West, Section 31: S/2 of the West 320 acres

Hydrocarbon pore volume in tract: acre feet	103.43	Remaining Primary Oil in tract (Mbbl):	51.40	Remaining primary gas in tract (MMcf):	335.40
Total hydrocarbon pore volume in unit:	611.97	Remaining Primary Oil in Unit:	272.50	Remaining primary gas in unit:	1407.70
Percent of hydrocarbons in tract:	0.16901155	Percent of Remaining Primary Oil:	0.18862385	Percent of remaining gas:	0.23826099

Owner	Working Interest in Tract	Tract Participation Factor	Working Interest in Unit - "Unit Participations"	Net Revenue Interest in Tract	40% Allocation for Hydrocarbon Pore Volume (HCPV)	40% Allocation for Remaining Primary Oil	20% Allocation for Remaining gas	Net Revenue Interest in Unit (sum of Allocation factors)
Foundation Energy Fund III-A, L.P, et. al. (Applicant)	0.86812500	0.19070636	0.16555695	0.09852493	0.04722351	0.05270339	0.03328625	0.13321315
Mile Hi Oil & Gas, Inc.	0.12187500	0.19070636	0.02324234	0.00806506	0.00662965	0.00739896	0.00467302	0.01870163
TAK Mountain, LLC	0.01000000	0.19070636	0.00190706	0.00004896	0.00054897	0.00060709	0.00038343	0.00153449
QEP Resources, Inc.	0.00000000	0.19070636		0.01171875	0.00078224	0.00088417	0.00055812	0.00222484
Anspaugh Oil & Gas, LLC	0.00000000	0.19070636		0.00104167	0.00007042	0.00007859	0.00004964	0.00019865
Blackpool Investments, LLC	0.00000000	0.19070636		0.00089285	0.00006036	0.00006737	0.00004255	0.00017027
Howell Family Revocable Trust	0.00000000	0.19070636		0.01035155	0.00069981	0.00078102	0.00049327	0.00197411
John V Melton Family Trust	0.00000000	0.19070636		0.00156250	0.00010563	0.00011789	0.00007446	0.00029798
Larry E Denver	0.00000000	0.19070636		0.00446429	0.00030181	0.00033683	0.00021273	0.00085137
Marg Riddel	0.00000000	0.19070636		0.00078125	0.00005282	0.00005894	0.00003723	0.00014899

Marjorie B Doty	0.00000000	0.19070636	0.00892857	0.00060361	0.00067366	0.00042547	0.00170274
Monte Naylor	0.00000000	0.19070636	0.00966146	0.00065316	0.00072895	0.00046039	0.00184250
Noble Energy WYCO, LLC	0.00000000	0.19070636	0.02543750	0.00158448	0.00176835	0.00111685	0.00446968
Phyllis Doty	0.00000000	0.19070636	0.00148810	0.00010060	0.00011228	0.00007091	0.00028379
Reba McVey	0.00000000	0.19070636	0.00241537	0.00016328	0.00018224	0.00011510	0.00046063
Richard Doty	0.00000000	0.19070636	0.00089285	0.00006036	0.00006737	0.00004255	0.00017027
The Colleen Mae Farris Irrevocable Trust	0.00000000	0.19070636	0.00195313	0.00013204	0.00014736	0.00009307	0.00037247
Theodore Doty	0.00000000	0.19070636	0.00148810	0.00010060	0.00011228	0.00007091	0.00028379
Vincent John	0.00000000	0.19070636	0.00089286	0.00006036	0.00006737	0.00004255	0.00017027
Virginia Ann Chalk	0.00000000	0.19070636	0.08375000	0.05663793	0.06317339	0.00446739	0.01787872
Virginia Hammond	0.00000000	0.19070636	0.00892857	0.00060361	0.00067366	0.00042547	0.00170274
Williams Home Inc.	0.00000000	0.19070636	0.00892857	0.00060361	0.00067366	0.00042547	0.00170274
Denver Mineral & Royalty Company	0.00000000	0.19070636	0.00044643	0.00003018	0.00003368	0.00002127	0.00008514
JRH Energy, LLC	0.00000000	0.19070636	0.00032790	0.00000189	0.00000211	0.00000133	0.00000532
Hydrocarbon Holdings Ltd.	0.00000000	0.19070636	0.00041852	0.00002829	0.00003158	0.00001994	0.00007981
Arcana Energy LLC	0.00000000	0.19070636	0.00008929	0.00000604	0.00000674	0.00000425	0.00001703
Beaulieu Minerals LLC	0.00000000	0.19070636	0.00080356	0.00005432	0.00006063	0.00003829	0.00015324
TOTALS	1.000000		1.000000				0.190706

Tract 3 (oil)- Township 7 North, Range 59 West, Section 6: Lots 3, 4 & 5, SE/4NE/4 and NW/4 containing 165.82 acres, more or less

Hydrocarbon pore volume in tract: acre feet	121.17	Remaining Primary Oil in tract (Mbbl):	53.90	Remaining primary gas in tract (MMcf):	316.20
Total hydrocarbon pore volume in unit:	611.97	Remaining Primary Oil in Unit:	272.50	Remaining primary gas in unit:	1407.70
Percent of hydrocarbons in tract:	0.19799990	Percent of Remaining Primary Oil:	0.19779817	Percent of remaining gas:	0.22462172

Owner	Working Interest in Tract	Tract Participation Factor	Working Interest in Unit - "Unit Participations"	Net Revenue Interest for oil in Tract	40% Allocation for Hydrocarbon Pore Volume (HCPV)	40% Allocation for Remaining Primary Oil	20% Allocation for Remaining gas	Net Revenue Interest in Unit (sum of Allocation factors)
Foundation Energy Fund III-A, LP, et. al. (Applicant)	0.86812500	0.20324357	0.17644083	0.71186250	0.05637948	0.05532204	0.03197996	0.14468148
Mile Hi Oil & Gas, Inc.	0.12187500	0.20324357	0.02477091	0.09993750	0.00791505	0.00790698	0.00448963	0.02031165
TAX Mountain, LLC	0.01000000	0.20324357	0.00203244	0.00820000	0.00064944	0.00064878	0.00036838	0.00166660
Bonnie Born	0.00000000	0.20324357		0.01562500	0.00123750	0.00123624	0.00070194	0.00317568
Cammon Oil Properties LLC	0.00000000	0.20324357		0.02000000	0.00158400	0.00158239	0.00089849	0.00406487

Donald L Wickstrom	0.00000000	0.20324357	0.03125000	0.00247500	0.00247248	0.00140389	0.00635136
Joan Sims	0.00000000	0.20324357	0.01562500	0.00123750	0.00123624	0.00070194	0.00317568
Marvin Thomas	0.00000000	0.20324357	0.01562500	0.00123750	0.00123624	0.00070194	0.00317568
Monte Naylor	0.00000000	0.20324357	0.03000000	0.00237600	0.00237358	0.00134773	0.00609731
Retha Mavey	0.00000000	0.20324357	0.00500000	0.00039600	0.00039560	0.00022462	0.00101622
Virginia & Harley Fontaine	0.00000000	0.20324357	0.01562500	0.00123750	0.00123624	0.00070194	0.00317568
Wayne Dwight Thomas Trust	0.00000000	0.20324357	0.01562500	0.00123750	0.00123624	0.00070194	0.00317568
Wilbur Thomas	0.00000000	0.20324357	0.01562500	0.00123750	0.00123624	0.00070194	0.00317568
TOTALS	1.00000000		1.00000000				0.20324357

Tract 3 (gas) - Township 7 North, Range 59 West, Section 6: Lots 3, 4 & 5, SE/4NE/4 aka NW/4 containing 165.82 acres, more or less

Hydrocarbon pore volume in tract: acre feet	121.17	Remaining Primary Oil in tract (Mbbl):	53.90	Remaining primary gas in tract (MMcf):	316.20
Total hydrocarbon pore volume in unit:	611.97	Remaining Primary Oil in Unit:	272.50	Remaining primary gas in unit:	1407.70
Percent of hydrocarbons in tract:	0.19799990	Percent of Remaining Primary Oil:	0.19779817	Percent of remaining gas:	0.22462172

Owner	Working Interest in Tract	Tract Participation Factor	Working Interest in Unit - Unit Participations*	Net Revenue Interest for gas in Tract	40% Allocation for Hydrocarbon Pore Volume (HCPV)	40% Allocation for Remaining Primary Oil	20% Allocation for Remaining gas	Net Revenue Interest in Unit (sum of Allocation factors)
Foundation Energy Fund III-A, L.P. et. al. (Applicant)	0.88812500	0.20324357	0.17644083	0.71186250	0.05697948	0.05692204	0.03197996	0.14488148
Mile Hi Oil & Gas, Inc.	0.12187500	0.20324357	0.02477031	0.09993750	0.00799500	0.00798898	0.00448963	0.02041165
TAK Mountain, LLC	0.01000000	0.20324357	0.00203244	0.00820000	0.00064944	0.00064878	0.00036848	0.00166660
Common Oil Properties LLC	0.00000000	0.20324357		0.02000000	0.00158400	0.00158239	0.00089849	0.00406487
Donald L Wickstrom	0.00000000	0.20324357		0.12500000	0.00990000	0.00988951	0.00561554	0.02540545
Monte Naylor	0.00000000	0.20324357		0.03000000	0.00237600	0.00237358	0.00134773	0.00609731
Retha Mavey	0.00000000	0.20324357		0.00500000	0.00039600	0.00039560	0.00022462	0.00101622
TOTALS	1.00000000			1.00000000				0.20324357

Tract 4 - Township 7 North, Range 59 West, Section 6:E/2

Hydrocarbon pore volume in tract: acre feet	75.74	Remaining Primary Oil in tract (Mbbl):	3.90	Remaining primary gas in tract (MMcf):	72.60
Total hydrocarbon pore volume in unit:	611.97	Remaining Primary Oil in Unit:	272.50	Remaining primary gas in unit:	1407.70
Percent of hydrocarbons in tract:	0.12376424	Percent of Remaining Primary Oil:	0.01431193	Percent of remaining gas:	0.05157349

Owner	Working Interest in Tract	Tract Participation Factor	Working Interest in Unit - "Unit Participation"	Net Revenue Interest in Tract	40% Allocation for Hydrocarbon Pore Volume (HCPV)	40% Allocation for Remaining Primary Oil	20% Allocation for Remaining gas	Net Revenue Interest in Unit (sum of Allocation factors)
Foundation Energy Fund III-A, LP, et. al. (Applicant)	0.87636720	0.06554516	0.05744163	0.71825833	0.03555793	0.00411187	0.00740063	0.04707043
Mile Hi Oil & Gas, Inc.	0.11425780	0.06554516	0.00748905	0.09364062	0.00463574	0.00053607	0.00096587	0.00613769
TAK Mountain, LLC	0.00937500	0.06554516	0.00061449	0.00768333	0.00038037	0.00004399	0.00007925	0.00050361
Andrew Prebish	0.00000000	0.06554516		0.00520833	0.00025784	0.00002982	0.00005372	0.00034138
Darryl Paul	0.00000000	0.06554516		0.01041666	0.00051568	0.00005963	0.00010744	0.00068276
Donald Charles Schmoltzer	0.00000000	0.06554516		0.00520833	0.00025784	0.00002982	0.00005372	0.00034138
Gale S Frady	0.00000000	0.06554516		0.00520833	0.00025784	0.00002982	0.00005372	0.00034138
George Haffke c/o Keybank	0.00000000	0.06554516		0.00937500	0.00046412	0.00005367	0.00009670	0.00061449
Glen Schild	0.00000000	0.06554516		0.00520833	0.00025784	0.00002982	0.00005372	0.00034138
Lynn Schild	0.00000000	0.06554516		0.00520833	0.00025784	0.00002982	0.00005372	0.00034138
Monte Nayor	0.00000000	0.06554516		0.02750000	0.00136141	0.00015748	0.00028365	0.00180249
Phyllis M Bolin Mgmnt Agr	0.00000000	0.06554516		0.01041667	0.00051568	0.00005963	0.00010744	0.00068276
Retha Mavey	0.00000000	0.06554516		0.00458340	0.00022690	0.00002624	0.00004728	0.00030042
Roxanne Hopaker	0.00000000	0.06554516		0.00520833	0.00025784	0.00002982	0.00005372	0.00034138
Terry J Cammon	0.00000000	0.06554516		0.01833333	0.00090760	0.00010495	0.00018910	0.00120166
Virginia R Porter	0.00000000	0.06554516		0.02421875	0.00119857	0.00013865	0.00024981	0.00158742
Dc Minerals LLC	0.00000000	0.06554516		0.01125000	0.00055694	0.00006440	0.00011604	0.00073738
Stone Hill Minerals Holdings LLC	0.00000000	0.06554516		0.02265626	0.00112161	0.00012970	0.00023369	0.00148501
Ronald Paul	0.00000000	0.06554516		0.00260417	0.00012892	0.00001491	0.00002686	0.00017069
Karen Nelson	0.00000000	0.06554516		0.00260417	0.00012892	0.00001491	0.00002686	0.00017069
Ronald Paul	0.00000000	0.06554516		0.00260417	0.00012892	0.00001491	0.00002686	0.00017069
Karen Nelson	0.00000000	0.06554516		0.00260417	0.00012892	0.00001491	0.00002686	0.00017069
TOTALS	1.00000000			1.00000000				0.06554516

Tract 5 (oil) - Township 7 North, Range 59 West, Section 6: Lots 5 & 6,E/2SW/4 aka SW/4 containing 166.79 acres, more or less

Hydrocarbon pore volume in tract: acre feet	82.03	Remaining Primary Oil in tract (Mbbl):	1.10	Remaining primary gas in tract (MMcf):	180.50
Total hydrocarbon pore volume in unit:	611.97	Remaining Primary Oil in Unit:	272.50	Remaining primary gas in unit:	1407.70
Percent of hydrocarbons in tract:	0.134042518	Percent of Remaining Primary Oil:	0.004036697	Percent of remaining gas:	0.133906372

Owner	Working Interest in Tract	Tract Participation Factor	Working Interest in Unit - "Unit Participations"	Net Revenue Interest for oil in Tract	40% Allocation for Hydrocarbon Pore Volume (HCPV)	40% Allocation for Remaining Primary Oil	20% Allocation for Remaining gas	Net Revenue Interest in Unit (sum of Allocation factors)
Foundation Energy Fund III-A, LP, et. al. (Applicant)	0.56812500	0.08201296	0.07119750	0.69450000	0.03723701	0.00112139	0.01859960	0.05695800
Mile Hi Oil & Gas, Inc.	0.12187500	0.08201296	0.00999538	0.09750000	0.00522766	0.00015743	0.00261117	0.00799626
TAK Mountain, LLC	0.01000000	0.08201296	0.00082013	0.00800000	0.00042894	0.00001292	0.00021425	0.00065610
Bonnie Dorn	0.00500000	0.08201296		0.01562500	0.00083777	0.00002523	0.00041846	0.00128145
Common Oil Properties LLC	0.00500000	0.08201296		0.03625000	0.00194362	0.00005853	0.00097082	0.00297297
Donald L Wickstrom	0.00000000	0.08201296		0.03750000	0.00201094	0.00006055	0.00100430	0.00307549
Joan Sims	0.00000000	0.08201296		0.01562500	0.00083777	0.00002523	0.00041846	0.00128145
Marvin Thomas	0.00000000	0.08201296		0.01562500	0.00083777	0.00002523	0.00041846	0.00128145
Monte Naylor	0.00000000	0.08201296		0.02750000	0.00147447	0.00004440	0.00073649	0.00225536
W.J. Warburton	0.00000000	0.08201296		0.01562500	0.00083777	0.00002523	0.00041846	0.00128145
Virginia & Harley Fontaine	0.00000000	0.08201296		0.00500000	0.00026809	0.00000807	0.00013391	0.00041006
Wayne Dwight Thomas Trust	0.00000000	0.08201296		0.01562500	0.00083777	0.00002523	0.00041846	0.00128145
Wilbur Thomas	0.00000000	0.08201296		0.01562500	0.00083777	0.00002523	0.00041846	0.00128145
TOTALS	1.00000000			1.00000000				0.08201296

Tract 5 (gas) - Township 7 North, Range 59 West, Section 6: Lots 5 & 6,E/2SW/4 aka SW/4 containing 166.79 acres, more or less

Hydrocarbon pore volume in tract: acre feet	82.03	Remaining Primary Oil in tract (Mbbl):	1.10	Remaining primary gas in tract (MMcf):	188.50
Total hydrocarbon pore volume in unit:	611.97	Remaining Primary Oil in Unit:	272.50	Remaining primary gas in unit:	1407.70
Percent of hydrocarbons in tract:	0.134042518	Percent of Remaining Primary Oil:	0.004036697	Percent of remaining gas:	0.133906372

Owner	Working Interest in Tract	Tract Participation Factor	Working Interest in Unit - "Unit Participations"	Net Revenue Interest for gas in Tract	40% Allocation for Hydrocarbon Pore Volume (HCPV)	40% Allocation for Remaining Primary Oil	20% Allocation for Remaining gas	Net Revenue Interest in Unit (sum of Allocation factors)
Foundation Energy Fund III-A, L.P, et. al. (Applicant)	0.88812500	0.08201296	0.07119750	0.69450000	0.03733751	0.00112139	0.01859960	0.05695800
Mile Hi Oil & Gas, Inc.	0.12187500	0.08201296	0.00999539	0.09750000	0.00522766	0.00015743	0.00261117	0.00799626
TAK Mountain, LLC	0.01000000	0.08201296	0.00082013	0.00800000	0.00042894	0.00001292	0.00021425	0.00065610
Common Oil Properties LLC	0.00000000	0.08201296	0.00000000	0.02500000	0.00134043	0.00004037	0.00066953	0.00205032
Donald L Wickstrom	0.00000000	0.08201296	0.00000000	0.15000000	0.00804255	0.00024220	0.00401719	0.01230194
Monte Kayler	0.00000000	0.08201296	0.00000000	0.00000000	0.00107334	0.00003229	0.00053563	0.00164026
W L Warburton	0.00000000	0.08201296	0.00000000	0.00500000	0.00026809	0.00000807	0.00013391	0.00041006
TOTALS	1.00000000			1.00000000				0.08201296

Tract 6 - Township 7 North, Range 60 West, Section 1: S/2NE/4, SE/4, E/2SW/4

Hydrocarbon pore volume in tract: acre feet	158.03	Remaining Primary Oil in tract (Mbbl):	58.20	Remaining primary gas in tract (MMcf):	291.30
Total hydrocarbon pore volume in unit:	611.97	Remaining Primary Oil in Unit:	272.50	Remaining primary gas in unit:	1407.70
Percent of hydrocarbons in tract:	0.258231613	Percent of Remaining Primary Oil:	0.213577982	Percent of remaining gas:	0.206983295

Owner	Working Interest in Tract	Tract Participation Factor	Working Interest in Unit - "Unit Participations"	Net Revenue Interest for gas in Tract	40% Allocation for Hydrocarbon Pore Volume (HCPV)	40% Allocation for Remaining Primary Oil	20% Allocation for Remaining gas	Net Revenue Interest in Unit (sum of Allocation factors)
Foundation Energy Fund III-A, L.P, et. al. (Applicant)	0.80572840	0.23011050	0.18540656	0.65528498	0.06768610	0.05598176	0.02712005	0.15078791
Mile Hi Oil & Gas Inc	0.11311520	0.23011050	0.02602899	0.09199462	0.00950237	0.00785921	0.00380735	0.02116893
Nord Gas Company LLC	0.03958380	0.23011050	0.00910865	0.03166700	0.00327097	0.00270595	0.00131059	0.00728691
Odyssey Exploration Inc	0.01554130	0.23011050	0.00311600	0.01083300	0.00111897	0.00092548	0.00044834	0.00249279
Markus Production Inc	0.00937500	0.23011050	0.00215729	0.00750000	0.00077469	0.00064073	0.00031040	0.00172581
TAK Mountain LLC	0.00928150	0.23011050	0.00213572	0.00741828	0.00077968	0.00064486	0.00031240	0.00173694
Cactus Wash Co LLC	0.00901500	0.23011050	0.00207445	0.00721200	0.00074495	0.00061613	0.00029848	0.00165956
Weldco Resources LLC	0.00036200	0.23011050	0.00008284	0.00028800	0.00002975	0.00002460	0.00001192	0.00006627

Heirs of Ross K Rider	0.00000000	0.23011050	0.00375000	0.00038795	0.00032037	0.00015520	0.00086291
Carl L Maxey	0.00000000	0.23011050	0.00125000	0.00012932	0.00010679	0.00005173	0.00028764
Mable Naylor	0.00000000	0.23011050	0.02512951	0.00259569	0.00214694	0.00104003	0.00578256
Cammon Oil Properties LLC	0.00000000	0.23011050	0.02094124	0.00216308	0.00178904	0.00086669	0.00481880
Powder Morning LLC	0.00000000	0.23011050	0.00025400	0.00002727	0.00002255	0.00001093	0.00006075
Gene F Lang	0.00000000	0.23011050	0.00001250	0.00000129	0.00000107	0.00000052	0.00000288
Dena Kristi Reed	0.00000000	0.23011050	0.00001200	0.00000124	0.00000103	0.00000050	0.00000276
Marshall Scott Hornsher	0.00000000	0.23011050	0.00001200	0.00000124	0.00000103	0.00000050	0.00000276
Katherine A Sperr	0.00000000	0.23011050	0.00000600	0.00000062	0.00000051	0.00000025	0.00000138
Benjamin V Sperr	0.00000000	0.23011050	0.00000600	0.00000062	0.00000051	0.00000025	0.00000138
Buckingham Land & Oil LLC	0.00000000	0.23011050	0.03125000	0.00322790	0.00266972	0.00129333	0.00719096
William R Fulton	0.00000000	0.23011050	0.01562500	0.00161395	0.00133486	0.00064667	0.00359548
Madra H Fulton	0.00000000	0.23011050	0.01562500	0.00161395	0.00133486	0.00064667	0.00359548
The Skeelers Company	0.00000000	0.23011050	0.01171875	0.00121046	0.00100115	0.00048500	0.00269661
Richard A Russell	0.00000000	0.23011050	0.00781250	0.00080697	0.00066743	0.00032333	0.00179774
James D Russell	0.00000000	0.23011050	0.00781250	0.00080697	0.00066743	0.00032333	0.00179774
Cynthia L Weber	0.00000000	0.23011050	0.00781250	0.00080697	0.00066743	0.00032333	0.00179774
Rebecca R Van Lith	0.00000000	0.23011050	0.00781250	0.00080697	0.00066743	0.00032333	0.00179774
Mary Anne Mccourt	0.00000000	0.23011050	0.00781250	0.00080697	0.00066743	0.00032333	0.00179774
DeLLCorn Oil Corporation	0.00000000	0.23011050	0.00527343	0.00054471	0.00045052	0.00021825	0.00121347
Lade Reserves Inc	0.00000000	0.23011050	0.00416667	0.00043039	0.00035586	0.00017244	0.00095879
Mark E & Carla Jo Brown	0.00000000	0.23011050	0.00416667	0.00043039	0.00035586	0.00017244	0.00095879
JJL Energy LLC	0.00000000	0.23011050	0.00176781	0.00018157	0.00015017	0.00007275	0.00040449
Estate Of Michael J Morra	0.00000000	0.23011050	0.00176781	0.00018157	0.00015017	0.00007275	0.00040449
Powder Morning LLC	0.00000000	0.23011050	0.00132000	0.00013635	0.00011277	0.00005463	0.00030375
Robert D Pierini	0.00000000	0.23011050	0.00104167	0.00010760	0.00008899	0.00004311	0.00023970
Anne Pierini	0.00000000	0.23011050	0.00104167	0.00010760	0.00008899	0.00004311	0.00023970
Donald F Pierini	0.00000000	0.23011050	0.00104167	0.00010760	0.00008899	0.00004311	0.00023970

Melinda Brew	0.00000000	0.23011050	0.00104167	0.00010760	0.00009889	0.00004311	0.00023970
Jane Agan Estate	0.00000000	0.23011050	0.00015625	0.00001614	0.00001335	0.00000647	0.00003595
Gene F Lang & Co	0.00000000	0.23011050	0.00006250	0.00000646	0.00000534	0.00000259	0.00001438
Blackland Petroleum LLC	0.00000000	0.23011050	0.00006000	0.00000620	0.00000513	0.00000248	0.00001381
Apple Creek LLC	0.00000000	0.23011050	0.00006000	0.00000620	0.00000513	0.00000248	0.00001381
Marsha I Scott Hornsher	0.00000000	0.23011050	0.00006000	0.00000620	0.00000513	0.00000248	0.00001381
TOTALS	1.00000000		1.00000000				0.23011050

Tract 7 - Township 7 North, Range 60 West, Section 1: N/2NE/4

Hydrocarbon pore volume in tract: acre feet	34.40	Remaining Primary Oil in tract (Mbbl):	33.20	Remaining primary gas in tract (MMcf):	117.00
Total hydrocarbon pore volume in unit:	611.97	Remaining Primary Oil in Unit:	272.50	Remaining primary gas in unit:	1407.70
Percent of hydrocarbons in tract:	0.056211906	Percent of Remaining Primary Oil:	0.121834862	Percent of remaining gas:	0.0831143

Owner	Working Interest in Tract	Tract Participation Factor	Working Interest in Unit - "Unit Participations"	Net Revenue Interest in Tract	40% Allocation for Hydrocarbon Pore Volume (HCPV)	40% Allocation for Remaining Primary Oil	20% Allocation for Remaining gas	Net Revenue Interest in Unit (sum of Allocation Factors)
Foundation Energy Fund III-A, LP, et al. (Applicant)	0.81386725	0.08784157	0.07148137	0.66571624	0.01496847	0.03244298	0.01106611	0.05847756
TAIC Mountain, LLC	0.00937500	0.08784157	0.00082351	0.00766819	0.00017242	0.00037371	0.00012747	0.00067361
Mile Hi Oil & Gas, Inc.	0.11425780	0.08784157	0.01003658	0.09345909	0.00210141	0.00455453	0.00155356	0.00820959
Te-Ray Energy Inc	0.00791660	0.08784157	0.00069541	0.00791666	0.00017800	0.00038581	0.00013160	0.00069541
Te-Ray Resources Inc	0.00791660	0.08784157	0.00069541	0.00791666	0.00017800	0.00038581	0.00013160	0.00069541
AGS Oil & Gas Holdings #2	0.00414360	0.08784157	0.00036398	0.00414350	0.00009317	0.00020193	0.00006888	0.00036397
AGS Oil & Gas Holdings I	0.00414360	0.08784157	0.00036398	0.00414350	0.00009317	0.00020193	0.00006888	0.00036397
AGS Resources 2004 Llp	0.00171300	0.08784157	0.00015047	0.00171301	0.00003852	0.00008348	0.00002848	0.00015047
Pepco Inc	0.02088330	0.08784157	0.00183503	0.01665661	0.00037475	0.00081223	0.00027705	0.00146402
Midwest Resources 2008-1	0.00791670	0.08784157	0.00069542	0.00791667	0.00017800	0.00038581	0.00013160	0.00069541
Midwest Resources 2010-1	0.00791660	0.08784157	0.00069541	0.00791666	0.00017800	0.00038581	0.00013160	0.00069541
Common Oil Properties LLC	0.00000000	0.08784157		0.02105467	0.00047341	0.00102508	0.00034999	0.00184948
Charles R Rider III	0.00000000	0.08784157		0.00036157	0.00000790	0.00001713	0.00000584	0.00003088
Del Corp Oil Corporation	0.00000000	0.08784157		0.00527344	0.00011857	0.00025700	0.00008766	0.00046323
Estate Of Michael J Maine	0.00000000	0.08784157		0.00175781	0.00003952	0.00008567	0.00002922	0.00015441

Jane Agah Estate	0.00000000	0.08784157	0.00015625	0.00000051	0.00000761	0.00000260	0.00001373
Maora F Fulton	0.00000000	0.08784157	0.01562500	0.00035132	0.00076147	0.00025973	0.00137252
Mark Rider	0.00000000	0.08784157	0.00035137	0.00000790	0.00001715	0.00000584	0.00003088
Mary Anne Mccourt	0.00000000	0.08784157	0.00781250	0.00017566	0.00038073	0.00012987	0.00068626
Monte Nayler	0.00000000	0.08784157	0.02526562	0.00056809	0.00123129	0.00041999	0.00221937
Richard Roberts	0.00000000	0.08784157	0.00117188	0.00002635	0.00005711	0.00001948	0.00010294
William R Fulton	0.00000000	0.08784157	0.01562500	0.00035132	0.00076147	0.00025973	0.00137252
Katrina Maxey	0.00000000	0.08784157	0.00029438	0.00000527	0.00001142	0.00000390	0.00002059
The Skeeters Company	0.00000000	0.08784157	0.01171875	0.00026349	0.00057110	0.00019480	0.00102939
JJL Energy LLC	0.00000000	0.08784157	0.00175781	0.00003952	0.00008567	0.00002922	0.00015441
Donald F Pierini	0.00000000	0.08784157	0.00258333	0.00004684	0.00010153	0.00003463	0.00018300
Robert D Pierini	0.00000000	0.08784157	0.00104166	0.00002342	0.00005077	0.00001732	0.00009150
Anne Pierini	0.00000000	0.08784157	0.00104166	0.00002342	0.00005077	0.00001732	0.00009150
Rebecca R Van Lith	0.00000000	0.08784157	0.00781250	0.00017566	0.00038073	0.00012987	0.00068626
Buckingham Land & Oil LLC	0.00000000	0.08784157	0.03125000	0.00070265	0.00152294	0.00051946	0.00274505
Dunn Oil LLC	0.00000000	0.08784157	0.02343750	0.00052699	0.00114220	0.00038960	0.00205879
TOTALS	1.00000000		1.00000000				0.08784157

EXHIBIT L-7

Mineral Interest Owners and Working Interest Owners within ½ Mile of Application Lands

Township 7 North – Range 59 West
Section: 7 N/2
Section: 5 W/2
Section: 8 NW/4

Township 7 North – Range 60 West
Section: 2 E/2
Section: 11 NE/4
Section: 12 N/2

Township 8 North – Range 59 West
Section: 30 S/2
Section: 31 E/2
Section: 32 SW/4

Township 8 North – Range 60 West
Section: 25 SE/4
Section: 35 SE/4

Weld County, Colorado

Township 7 North, Range 59 West
Section 7: N/2

Surface Interest Owners	
AMBER WAVES, A GENERAL PARTNERSHIP 25540 HIGHWAY 392 GREELEY, CO 80631	DIVERSIFIED OPERATING CORPORATION 15000 W. 6TH AVENUE, #102 GOLDEN, CO 80401
RONALD & CONNIE LIVENGOOD 39961 WCR 127 NEW RAYMER, CO 80742	
Mineral Interest Owners (W/2 NW/4)	

WELD MINERAL PROPERTIES, LLC P.O. BOX 720 OGALLALA, NE 69153	DOMINO WYOMING OIL COMPANY P.O. BOX 650 SARATOGA, WY 82331
POPP LIVING TRUST DATED JULY 29, 1992 113 PEACHTREE DRIVE ROCKPORT, TX 78382	DANIELLE ULLMAN 2331 PIKE CIRCLE SOUTH FORT COLLINS, CO 80525
AMBER WAVES, A GENERAL PARTNERSHIP 25540 HIGHWAY 392 GREELEY, CO 80631	TODD ULLMAN 800 FAIRLANE AVE. #B LONGMONT, CO 80501
NORMAN S. WINTER 340 SE 582 TRAIL LOCUST GROVE, OK 74352	PATRCIA A. TRUESDELL 2205 37TH STREET #40 EVANS, CO 80620
STEVEN ALLEN WINTER P.O. BOX 650 SARATOGA, WY 82331	JANET K. SCHMIDT 24250 CR 58 GREELEY, CO 80631
MARILYN EILEEN MCCANNE BIRCHENALL REVOCABLE TRUST 5337 SOUTH CIMARRON ROAD LITTLETON, CO 80123	LINDA S. CANTRELL P.O. BOX 480 KERSEY, CO 80644
JAMES K. & SHERRY L. ULLMANN P.O. BOX 608 JOHNSTOWN, CO 80534	JOHN ALLEN DUELL 1301 ZANTHIA STREET DENVER, CO 80220
KRISTEN L. JOHNSON 830 HOLMES PLACE BERTHOUD, CO 80513	CENTENNIAL MINERAL HOLDINGS, LLC 5950 CEDAR SPRINGS ROAD, SUITE 200 DALLAS, TX 75235
MARTHA H. SALSER 310 4TH STREET KERSEY, CO 80644	THE FOWLER REVOCABLE LIVING TRUST, DATED APRIL 17, 2014 453 MAYFAIR DRIVE KISSIMMEE, FL 34759
CYNTHIA MARIE SPURLOCK 23519 62ND AVENUE SOUTH, UNIT A101 KENT, WASHINGTON 98032	COZZENS LIVING TRUST DATED AUGST 25, 2010 3170 SOARING BIRD CIRCLE COLORADO SPRINGS, CO 80920
BLG RESOURCES, LLC 2218 WORTHINGTON STREET DALLAS, TX 75204	GRAYROCK MINERALS, LLC 5950 CEDAR SPRINGS ROAD, SUITE 200 DALLAS, TX 75235

PROVED RESERVES, LLC 5950 CEDAR SPRINGS ROAD, SUITE 200 DALLAS, TX 75235	ARDIS KERNS 1811 MONTVIEW BLVD. GREELEY, CO 80634
JUDY BRANNBERG P.O. BOX 211 LOUVIERS, CO 80131	CLYDE NELSON 7455 CENTENIIAL GLEN DRIVE COLORADO SPRINGS, CO 80919
HELEN CREWS 6600 W. 20TH STREET, #35 GREELEY, CO 80634	LHB VENTURES, LLC 710 KIPLING STREET, SUITE 305 LAKEWOOD, CO 80215
HERBERT H. DUELL 1601 ROSEWOOD DRIVE BRENTWOOD, TN 37029	MK/ COLORADO, LLC 2311 CEDAR SPRINGS, SUITE 405 DALLAS, TX 75201
GREG R. THOME 17737 E. BELLEVIEW PLACE CENTENNIAL, CO 80015	BAYSHORE MINERALS, LLC 2305 W. BERRY AVENUE LITTLETON, CO 80120
RODELLA MINERALS, LLC 10320 N. CHATFIELD DRIVE LITTLETON, CO 80125	STA, LLC 3833 W. DALLAS STREET BROKEN ARROW, OK 74012
WHITAKER ENERGY, LLC 1135 N. BROADWAY #701 DENVER, CO 80203	

Mineral Interest Owner (W/2 NE/4, E/2 NW/4)

MIKE LIVENGOOD 40501 COUNTY ROAD 113 NEW RAYMER, CO 80742	

Mineral Interest Owners (E/2 NE/4)

W.R. HOLMES 15344 CABELL AVENUE BELLFLOWER, CA	JACKIE & LLOYD E. BAHN P.O. BOX 928 HURRICANE, UT 84737
DIVERSIFIED OPERATING CORPORATION 15000 W. 6TH AVENUE, #102 GOLDEN, CO 80401	WILLIAM A. SILVIS 675 WEST OAKLAND AVE. #F-15 HEMET, CA 92343

BOBBY A. & NORMA L. GARNER 1912 SINGINGWOOD EDMOND, OK 73013	GLOBAL NATURAL RESOURCES CORPORATION 5300 MEMORIAL DRIVE, SUITE 800 HOUSTON, TX 77007
TUSKER, LLC 401 S. BOSTON AVE. SUITE 3200 TULSA, OK 74103	PEGGY MARILYN MILLER 1281 SOUTH YORK STREET DENVER, CO 80210
GRAYSON E. PUETT P.O. BOX 2167 MESQUITE, NV 89024	ACOMA ENERGY, LLC 3801 E. FLORIDA AVE. SUITE 508 DENVER, CO 80210
BEAULEO MINERALS, LLC 5 BRIGHTON WAY FARMINGTON, CT 06032	JOHN D. & MARGARET A. STEPHENSON 2500- 25TH STREET ROAD GREELEY, CO 80631
LOREN R. JOHNSON P.O. BOX W JACKSON, WY 83001	RICHARD JONES 814 BADGER DRIVE COLORADO SPRINGS, CO 80916

Lessees, RI, WI Owners etc.

RICHARDSON PRODUCTION COMPANY P.O. BOX 9808 DENVER, CO 80209	JAMES F. RICHARDSON 806 SUNSET DRIVE CASTLE ROCK, CO 80104
HS RESOURCES, INC. 1999 BROADWAY, SUITE 3600 DENVER, CO 80202	TINDALL OPERATING COMPANY 7200 EAST DRY CREEK ROAD, SUITE F-205 ENGLEWOOD, CO 80112
FINA OIL COMPANY P.O. BOX 2990 MIDLAND, TX 79702	MARKUS PRODUCTION, INC. 621 17TH STREET, SUITE 1710 DENVER, CO 80293
MARKUS PRODUCTION, INC. 2100 W. LITTLETON BLVD. SUITE 1001 LITTLETON, CO 80120	PEPCO, INC. 3901 S. CHERRY STREET ENGLEWOOD, CO 80110
BREW OIL COMPANY 3901 S. CHERRY STREET ENGLEWOOD, CO 80110 HARMAX, INC. 9708 SCENIC BLUFF DRIVE AUSTIN, TX 78733	JADE RESERVES, INC. P.O. BOX 271241 HOUSTON, TX 77277 BOLLING OIL PROPERTIES, INC. 243 E. 19TH AVENUE, SUITE 301 DENVER, CO 80203

DBRB, LLC 5755 W. ILIFF DRIVE LAKEWOOD, CO 80227	METROPOLITAN LIFE INSURANCE COMPANY 1 MADISON AVENUE NEW YORK, NY 10010
ATOFINA PETROCHEMICALS, INC. 15710 JFK BLVD. HOUSTON, TX 77032	TOTALFINAELF E&P USA, INC. FKA FINA E&P, INC. 800 GESSNER, SUITE 700 HOUSTON, TX 77024
DURANGO PRODUCTION CORP 4722 TAFT #9 WICHITA FALLS, TX 76308	CARRIZO OIL & GAS, INC. 500 DALLAS, SUITE 2300 HOUSTON, TX 77002
CARRIZO (NIOBRARA) LLC 500 DALLAS, SUITE 2300 HOUSTON, TX 77002	INFINITY OIL & GAS, INC. 730 17TH STREET, SUITE 250 DENVER, CO 80202
DJ RESOURCES, LLC 1600 BROADWAY, SUITE 1960 DENVER, CO 80202	BONANZA CREEK ENERGY OPERATING COMPANY, LLC 410 17TH STREET, SUITE 1400 DENVER, CO 80202
SPRINGFIELD OIL COMPANY 27619 BROOK DRIVE HOT SPRINGS, SD 57747	SR ROYALTY LLC 633 17TH STREET, SUITE 2170 DENVER, CO 80202
PAUL D. HESS 506 KENT DRAIN, OR 97435	NICHOLAS C. BEZZERIDES 8438 S.E. CLACKAMAS ROAD CLACKAMAS, OR 83501
ALEXANDER L. BEZZERIDES 2518 VALLEY VIEW CT., UNIT A LEWISTON, ID 83501	CHEYENNE ROYALTIES, LLC P.O. BOX 1706 CASPER, WY 82602
MARATHON OIL COMPANY 5555 SAN FELIPE HOUSTON, TX 77253	RED HAWK PETROLEUM, LLC 4125 BLACKHAWK PLAZA CIRCLE, SUITE 201A DANVILLE, CA 94506
RJ RESOURCES CORP. 152 WEST 57TH STREET, 4TH FLOOR NEW YORK, NY 10019	CONTINENTAL RESOURCES, INC. 20 NORTH BROADWAY OKLAHOMA CITY, OK 73102
GOLDEN GLOBE ENERGY (US) LLC 220 WEST 55TH STREET NEW YORK, NY 10019	RJ CREDIT LLC 220 WEST 55TH STREET NEW YORK, NY 10019

HOP ENERGIES, LLC P.O. BOX 47911 WICHITA, KS 67201	GRINDSTONE RESOURCES, LLC 5228 LONETREE DRIVE LOVELAND, CO 80537
FLATIRON ENERGY COMPANY INC. 6666 GUNPARK DRIVE, SUITE 200 BOULDER, CO 80301	JOHN S. GIBSON PRODUCTION, LLC P.O. BOX 842 FORT MORGAN, CO 80701
DANIEL F. BROOKS 3237 N. FOREST LAKES WICHITA, KS 67205	CARRIZO OIL & GAS, INC. 1000 LOUISANA STREET, SUITE 1500 HOUSTON, TX 77002
STEPHEN D. REYNOLDS 730 17TH STREET, SUITE 250 DENVER, CO 80202	JOSEPH B. WALSETH 6129 SOUTH POTOMAC WAY CENTENNIAL, CO 80111
J. TIMOTHY BRITTAN 730 17TH STREET, SUITE 250 DENVER, CO 80202	MARUBENI DENVER JULESBURG LLC 2800 POST OAK BLVD., SUITE 6000 HOUSTON, TX 77056
PRIMA EXPLORATION, INC. 100 FILLMORE STREET, SUITE 450 DENVER, CO 80206	POWDER MORNING, LLC 100 FILLMORE STREET, SUITE 450 DENVER, CO 80206
KATHERINE A. SPERR 335 SOUTH YORK STREET DENVER, CO 80209	BENJAMIN V. SPERR 335 SOUTH YORK STREET DENVER, CO 80209
DENA KRISTI READ 17190 EAST DORADO PLACE CENTENNIAL, CO 80015	GENE F. LANG 19751 E. MAIN STREET, SUITE 334 PARKER, CO 80138
PRIMA EXPLORATION INC., NOMINEE FOR M. SCOTT HOMSHER 4295 SOUTH FOX STREET ENGLEWOOD, CO 80110	APPLE CREEK, LLC 335 S. YORK STREET DENVER, CO 80209
BLACKLAND PETROLEUM, LLC 17190 E. DORADO PLACE CENTENNIAL, CO 80015	GENE F. LANG & CO. 19751 E. MAIN STREET, SUITE 334 PARKER, CO 80138
MARSHALL RESOURCES, LLC 4295 S. FOX STREET ENGLEWOOD, CO 80110	DUSTY SANDERSON 7802 BENNINGTON DRIVE AMARILLO, TX 78119

GFL & ASSOCIATES, LLC 19751 E. MAINSTREET, SUITE 339 PARKER, CO 80138	FOUNDATION ENERGY FUND IV-B HOLDING, LLC 16000 DALLAS PARKWAY, SUITE 875 DALLAS, TX 75248
FOUNDATION ENERGY FUND IV-B, L.P. 16000 DALLAS PARKWAY, SUITE 875 DALLAS, TX 75248	BLACK STONE NATURAL RESOURCES I, L.P. 1001 FANNIN, SUITE 2020 HOUSTON, TX 77002
BLACK STONE MINERALS COMPANY, L.P. 1001 FANNIN, SUITE 2020 HOUSTON, TX 77002	MATAGORDA B1, LP C/O SENTINEL TRUST COMPANY, LBA 2001 KIRBY DRIVE, SUITE 1200 HOUSTON, TX 77019
RED SPUR RESOURCES, LLC 6666 GUNPARK DRIVE, SUITE 200 BOULDER, CO 80301	CAERUS WASHCO LLC 600 17TH STREET, SUITE 1600N DENVER, CO 80202
WELDCO RESOURCES LLC 600 17TH STREET, SUITE 1600N DENVER, CO 80202	

Township 7 North, Range 59 West
Section: 5 W/2

Surface Interest Owners	
THOMAS DALE GREEN 55500 COUNTY ROAD 86 NEW RAYMER, CO 80742	BUCKINGHAM LAND & OIL, LLC 1721 HIGHGROVE COURT NORTH MYRTLE BEACH, SC 29575
Mineral Interest Owners	
GRACE C. CONNOLLY 2726 5TH STREET #310 DAVIS, CALIFORNIA 95618	MARK ALLEN CROZIER EXEMPT TESTAMENTARY TRUST C/O MARK ALLEN CROZIER, TRUSTEE 2707 BERENSON LANE AUSTIN, TX 78746
MARK ALLEN CROZIER NON-EXEMPT TESTAMENTARY TRUST	BRIAN WALLACE CROZIER EXEMPT TESTAMENTARY TRUST

C/O MARK ALLEN CROZIER, TRUSTEE 2707 BERENSON LANE AUSTIN, TX 78746	C/O BRIAN WALLACE CROZIER, TRUSTEE 111 CONGRESS AVENUE, #2250 AUSTIN, TX 78701
BRIAN WALLACE CROZIER NON-EXEMPT TESTAMENTARY TRUST C/O BRIAN WALLACE CROZIER, TRUSTEE 111 CONGRESS AVENUE, #2250 AUSTIN, TX 78701	CARL RUFUS CROZIER EXEMPT TESTAMENTARY TRUST C/O CARL RUFUS CROZIER, TRUSTEE 209 N. REED DRIVE WASHINGTON, NC 27889
CARL RUFUS CROZIER NON-EXEMPT TESTAMENTARY TRUST C/O CARL RUFUS CROZIER, TRUSTEE 209 N. REED DRIVE WASHINGTON, NC 27889	PAUL SCOTT CROZIER EXEMPT TESTAMENTARY TRUST C/O PAUL SCOTT CROZIER, TRUSTEE 902 N. HACKBERRY BISHOP, TX 78343
PAUL SCOTT CROZIER NON-EXEMPT TESTAMENTARY TRUST C/O PAUL SCOTT CROZIER, TRUSTEE 902 N. HACKBERRY BISHOP, TX 78343	LYNNE LOUISE LASSIG EXEMPT TESTAMENTARY TRUST C/O LYNNE LOUISE LASSIG, TRUSTEE 5526 KING ACRES DRIVE CORPUS CHRISTI, TX 78414
LYNNE LOUISE LASSIG NON-EXEMPT TESTAMENTARY TRUST C/O LYNNE LOUISE LASSIG, TRUSTEE 5526 KING ACRES DRIVE CORPUS CHRISTI, TX 78414	ACOMA ENERGY, LLC 3801 E. FLORIDA AVE. SUITE 508 DENVER, CO 80210
BEAULEO MINERALS, LLC 5 BRIGHTON WAY FARMINGTON, CT 06032	MC OIL WELL, LLC 108 MARTINEK LANE PALMER, TX 75152
WESTERN COLORADO ENERGY, LLC P.O. BOX 144 FLORISSANT, CO 80816	GRAYSON E. PUETT 5 LAZY SWAN LANE BIGFORK, MT 59911
HLA ROYALTIES, LLC 6656 PIKE CIRCLE LARKSPUR, CO 80118	MARGARET A. STEPHENSON 1357 43RD AVENUE #27 GREELEY, CO 80634-2442
EUGENIA LEIGH FRANKS BRITTON & ERNEST D. BRITTON III 11800 PRUETT ROAD KRUM, TX 76249	ROY M. FRANKS, AKA R.M. FRANKS III 23 DEER TRAIL N GREENWOOD LAKE, NY 10925
CHARLOTTE T. SCOTT, TRUSTEE OF THE PHILIP H. SCOTT AND CHARLOTTE T. SCOTT REVOCABLE	J.E. AND L.E. MABEE FOUNDATION, INC. RAYMOND L. TULLIUS JR., VICE CHAIRMAN

LIVING TRUST DATED FEBRUARY 11, 2003 2110 TRIANGLE X LANE TUCSON, AZ 85713	MID CONTINENT TOWER 401 S. BOSTON AVE. SUITE 3001 TULSA, OK 74103
MARY ANNE MCCOURT 735 JEFFERSON ST. NE ALBUQUERQUE, NM 97110	WILLIAM R. P. SUMNER 4692 NUNN STREET BRENTWOOD, CA 94513
THE EUGENE J. MCGARVEY, JR. REVOCABLE TRUST C/O EUGENE J. MCGARVEY, JR., TRUSTEE 922 BELLEVUE PLACE KOKOMO, IN 46901	WEBB ROYALTIES, LLC C/O BOKF, NA, DBA BANK OF OKLAHOMA P.O. BOX 3499 TULSA, OK 74101-3499
VAUGHN DANIEL YEAGER, REMAINDERMEN FROM THE WILL OF C.L. WAGNER 15802 RANCHITA DRIVE DALLAS, TX 75248	THE MCCLELLAND LIVING TRUST C/O MICHAEL L. & ANN M. MCCLELLAND, TRUSTEES 7926 SENDERO RIDGE FAIR OAKS RANCH, TX 78015
MARATHON OIL COMPANY 5555 SAN FELIPE ROAD HOUSTON, TX 77056	THE WILLIAM K. MCGARVEY REVOCABLE TRUST C/O WILLIAM K. MCGARVEY, TRUSTEE 1816 WOOD VALLEY DRIVE CARMEL, IN 46032
PEGGY MILLER 1281 S. YORK STREET DENVER, CO 80210	CHARLES RAY HEFNER TRUST ROBERT A. HEFNER III, TRUSTEE 6305 WATERFORD BLVD, SUITE 470 OKLAHOMA CITY, OK 73118
GLEBE ROYALTY, LLC 6305 WATERFORFD BLVD. SUITE 300 OKLAHOMA CITY, OK 73118	F. WILLARD HUBBS, DEVISEE UNDER THE WILL OF MADELYN HUBBS 7220 FM 1616 ATHENS, TX 75752
PETER L. SCOTT 913 DOVER DRIVE EDMOND, OK 73034	SYDNEY FAITH EWING 305 UPPER CIBOLO CREEK ROAD BOERNE, TX 78006
SEMPRA ENERGY PRODUCTION COMPANY 8235 DOUGLAS AVENUE, SUITE 525 DALLAS, TX 75225	THE HEFNER COMPANY, INC. P.O. BOX 2177 OKLAHOMA CITY, OK 73101
THE GHK COMPANY 6305 WATERFORD BLVD, SUITE 470 OKLAHOMA CITY, OK 73118	ROBERT A. HEFNER TRUST ROBERT A. HEFNER III, TRUSTEE 6305 WATERFORD BLVD, SUITE 470 OKLAHOMA CITY, OK 73118

CATHERINE EVA HEFNER TRUST ROBERT A. HEFNER III, TRUSTEE 6305 WATERFORD BLVD, SUITE 470 OKLAHOMA CITY, OK 73118	BEVERLY A. & CHRIS M. NIELSEN, HEIR OF F.H. ALLEN 3269 W. TUFTS AVENUE ENGLEWOOD, CO 80110
BILLUPS FAMILY TRUST C/O VAL R. BILLUPS, TRUSTEE 4725 WHITEHALL LANE LITTLETON, CO 80126-7415	SCE PETROLEUM, LLC 1620 E. 19TH STREET EDMOND, OK 73013
HAROLD & VIRGINIA E. ALLEN YOUNG 221 W. 57TH AVENUE, #40 LOVELAND, CO 80538	JAMES LEE ALLEN 17601 W. COLFAX, SP. 92 GOLDEN, CO 80401
DON & BETTINA S. BLAIR P.O. BOX 2342 SANTA FE, NM 87504	KATHLEEN A. FOX, HEIR OF NAT A. SLAGTER BOX 344 MIWUK VILLAGE, CA 95346
NAT A. SLAGTER, JR., HEIR OF NAT A. SLAGTER P.O., BOX 775 GLENROCK, WY 82637	JUDY MCCORMICK, HEIR OF NAT A. SLAGTER 820 GOODWIN SAN JOSE, CA 95128
JAMIE ANN HINMAN P.O. BOX 1262 SEDONA, AZ 86339	CREAGER MINERALS, LTD. P.O. BOX 8149 MIDLAND, TX 79708-8149
TRI-STATE MINERALS LLC P.O. BOX 125 OKLAHOMA CITY, OK 73101-0125	DIVERSIFIED OPERATING CORPORATION 15000 W. 6TH AVENUE #102 GOLDEN, CO 80401
GLOBAL NATURAL RESOURCES CORPORATION OF NEVADA P.O. BOX 4682 HOUSTON, TX 77210	KISTLER INVESTMENT COMPANY 10 E. 53RD STREET NEW YORK, NY 10022

Lessees, RI, WI Owners etc.

GENE F. LANG & CO., GFL & ASSOCIATES, LLC AND L&W VENTURES, LLC 19751 E. MAINSTREET, SUITE 334 PARKER, CO 80138	FREEMAN INVESTMENTS 3415 S. CLAYTON BLVD. ENGLEWOOD, CO 80113
LAURA S. FREEMAN ELLEN S. FREEMAN BETSY R. FREEMAN, A MINOR, JOE FREEMAN,	DAN P. FLANIGAN AND ANN B. FLANIGAN, JT W/ROS 651 ORCHARD AVE

CUSTODIAN PETER C. FREEMAN, A MINOR, JOE FREEMAN, CUSTODIAN 3415 S. CLAYTON BLVD. ENGLEWOOD, CO 80113	SANTA BARBARA, CA 93108
GENE F. LANG AND BARBARA A. LANG AS JOINT TENTANTS WITH ROS 6995 S. CHAPPARAL CIR W. CENTENNIAL, CO 80016	PATRICK E. LANG 1306 E. FREMONT AVE, #8 AURORA, CO 80016
POWDER MORNING, LLC 100 FILLMORE STREET, SUITE 450 DENVER, CO 80206	BILLINGSLEY INTERESTS, LTD. 237 CAPE HATTERAS CORPUS CHRISTI, TX 78412
MICHAEL C. LAYMAN 5626 HARVEST HILL CORPUS CHRISTI, TX 78414	CONDOR ENERGY TECHNOLOGY LLC 3315 HGIHWAY 50 SILVER SPRINGS, NV 89429
APPLE CREEK, LLC 335 SOUTH YORK STREET DENVER, CO 80209	BLACKLAND PETROLEUM, LLC 17190 EAST DORADO PL CENTENNIAL, CO 80015
GENE F. LANG & CO. PARKER STATION 19751 EAST MAINSTREET, SUITE 334 PARKER, CO 80138	PRIMA EXPLORATION INC, AS NOMINEE FOR MARSHALL RESOURCES, LLC 4295 SOUTH FOX STREET ENGLEWOOD, CO 80110
DENVER BASIN OIL & GAS, LLC P.O. BOX 18288 DENVER, CO 80218	EVOLUTION OIL & GAS, LLC 19619 MILLS MEADOW LANE HOUSTON, TX 77094
DJ RESOURCES, LLC 1600 BROADWAY, SUITE 1960 DENVER, CO 80202	DEAN F. LANG, A MINOR, FATIMA ALLEN, CUSTODIAN 1306 E. FREMONT AVE, #8 AURORA, CO 80016
HEIDI A. LANG 6995 S. CHAPPARAL CIRCLE W. CENTENNIAL, CO 80016	NOBLE ENERGY, INC. 1625 BROADWAY, SUITE 2200 DENVER, CO 80202
GEORGE S. DENNIS P.O. BOX 1823 JACKSON, MS 39215	CARL HERRIN OIL AND GAS, LLC P.O. BOX 329 JACKSON, MS 39205
WIRT A. YERGER, III 300 CONCOURSE BLVD, SUITE 101	PRIMA EXPLORATION, INC. 100 FILLMORE STREET, SUITE 450

RIDGELAND, MS 39157	DENVER, CO 80206
BONANZA CREEK ENERGY OPERATING COMPANY, LLC 410 17TH STREET, SUITE 1400 DENVER, CO 80202	MARATHON OIL COMPANY 5555 SAN FELIPE HOUSTON, TX 77056
MARUBENI DENVER JULESBURG LLC 2800 POST OAK BLVD, SUITE 6000 HOUSTON, TX 77056	JAMES C. KARO ASSOCIATES 1750 LAFAYETTE STREET DENVER, CO 80218
CAERUS WASHCO LLC 600 17TH STREET, SUITE 1600N DENVER, CO 80202	WELDCO RESOURCES LLC 600 17TH STREET, SUITE 1600N DENVER, CO 80202
KATHERINE A. SPERR 335 SOUTH YORK STREET DENVER, CO 80209	BENJAMIN V. SPERR 335 SOUTH YORK STREET DENVER, CO 80209
DENA KRISTI READ 17190 EAST DORADO PL CENTENNIAL, CO 80015	PRIMA EXPLORATION, INC., NOMINEE FOR M. SCOTT HOMSHER 4295 SOUTH FOX STREET ENGLEWOOD, CO 80110
GENE F. LANG PARKER STATION 19751 EAST MAINSTREET, SUITE 334 PARKER, CO 80138	WINN EXPLORATION CO., INC. 800 NORTH SHORELINE BLVD., SUITE 1900 NORTH CORPUS CHRISTI, TX 78401
CRAIN ENERGY, LTD. 222 EAST TYLER STREET P.O. BOX 2146 LONGVIEW, TX 75606	LACY PROPERTIES, LTD. 222 EAST TYLER STREET P.O. BOX 2146 LONGVIEW, TX 75606
HRM RESOURCES II, LLC 410 17TH STREET, SUITE 1100 DENVER, CO 80202	ESENJAY OIL & GAS, LTD. 500 N. WATER STREET, SUITE 1100 SOUTH CORPUS CHRISTI, TX 78471
PACIFIC ENERGY DEVELOPMENT CORP. 4125 BLACKHAWK PLAZA CIRCLE, SUITE 201A DANVILLE, CA 94506	

<u>Township 7 North, Range 59 West</u>
Section: 8 NW/4

Surface Interest Owners	
CASTOR LANDS LLC 22791 HIGHWAY 39 WELDONA, CO 80653	
Mineral Interest Owners	
LESTER L. & MARY L. THOMAS P.O. BOX 370 KERSEY, CO 80644	JANETTE & JOHN M. KUEHN 1639 40 ROAD HEARTWELL, NE 68945
WALTER J. & SANDRA E. THOMAS 8335 MORNING MIST COURT SAN DIEGO, CA 92119	JULIA & JOHN PAVELKA 1203 LOCH VIEW DRIVE HASTINGS, NE 68901
DOUGLAS THOMAS-SCHEPELER 17431 EAST GUNNISON PLACE AURORA, CO 80017	JILL M. & JERRY J. SMITH 959 SOUTH 3RD STREET BROKEN BOW, NE 68822
LISA KAPLAN 722 SOUTH KLINE STREET LAKEWOOD, CO 80226	BETH ANN MARTIN 9420 CARR STREET WESTMINSTER, CO 80021
JOHN L. KUEHN 1101 43 ROAD HEARTWELL, NE 68945	JOEL W. & SHANNON D. KUEHN 101 FIRST STREET HEARTWELL, NE 68945
CRYSTAL MARIE THOMAS P.O. BOX 370 KERSEY, CO 80644	WILLIAM L. THOMAS P.O. BOX 370 KERSEY, CO 80644
DREW W. THOMAS P.O. BOX 370 KERSEY, CO 80644	ROGERS FAMILY, LLC 1018 E. GATEWAY AVENUE FORT MORGAN, CO 80701-3197
KNUTE W. BARNES P.O. BOX 1778 ELKO, NV 89803-1778	BENNETT RICHARD & EMMA A. HOUSTON 434 KARSH DRIVE LONGMONT, CO 80504-1318
THE DEWEY E. AND LOURENE E. MILLER TRUST, UTD MARCH 16, 2001 811 EAST ST. VRAIN	

COLORADO SPRINGS, CO 80903	
Lessees, RI, WI Owners etc.	
MARKUS PRODUCTION, INC. 2100 W. LITTLETON BLVD., SUITE 245 LITTLETON, CO 80120	MARKUS ROYALTY, LLC 39 FAIRWAY LANE LITTLETON, CO 80123
SCOTT R. CLARK 8185 MOORE STREET ARVADA, CO 80005	THE REVOCABLE TRUST OF DOUGLAS P. BATTIN 78 SUTTON DRIVE VERNON, CT 06066
NERD GAS COMPANY, LLC P.O. BOX 3003 CASPER, WY 82602	CARRIZO (NIOBRARA) LLC 500 DALLAS STREET, SUITE 2300 HOUTSON, TX 77002
INIFNITY OIL & GAS, INC. 730 17TH STREET, SUITE 250 DENVER, CO 80202	STEPHEN D. REYNOLDS 730 17TH STREET, SUITE 250 DENVER, CO 80202
JOSEPH B. WALSETH 6129 SOUTH POTOMAC WAY CENTENNIAL, CO 80111	J. TIMOTHY BRITTAN 730 17TH STREET, SUITE 250 DENVER, CO 80202

Township 7 North – Range 60 West
Section: 2 E/2

Surface Interest Owners	
ADRA A. & CANDICE L. LOOMIS 24975 MCR 19 FORT MORGAN, CO 80701	STERLING ENERGY INVESTMENTS, LLC 1225 17TH STREET, SUITE 2520 DENVER, CO 80202
Mineral Interest Owners	
BONNIE DORN 15442 HIGHWAY 144 FORT MORGAN, CO 80701	VIRGINIA D. FONTAINE 1469 W. 102ND AVENUE NORTHGLENN, CO 80221
MARVIN THOMAS, TRUSTEE OF MARVIN	WILBUR E. THOMAS

THOMAS LIVING TRUST DATED JUNE 29, 2007 13908 SOUTH 2200 WEST BLUFFDALE, UT 840653	15442 HIGHWAY 144 FORT MORGAN, CO 80701
WAYNE D. THOMAS, TRUSTEE OF THE WAYNE DWIGHT THOMAS TRUST 657 SOUTH 2100 WEST VERNAL, UT 84078	JOAN SIMS 13601 NORTH 115TH STREET LONGMONT, CO 80504

Lessees, RI, WI Owners etc.

BOLD RESOURCES, LLC 6615 W. ROWLAND AVENUE LITTLETON, CO 80128	WADE R. & BARBARA S. HILL 8952 GANDER VALLEY LANE WINDSOR, CO 80550
DAVID V. BOWMAN & DARLA G. OLDS 6615 W. ROWLAND AVENUE LITTLETON, CO 80128	GRINDSTONE RESOURCES, LLC 5228 LONETREE DRIVE LOVELAND, CO 80537
FLATIRON ENERGY COMPANY, INC. 6666 GUNPARK DRIVE, SUITE 200 BOULDER, CO 80301	JOHN S. GIBSON PRODUCTION, LLC P.O. BOX 842 FORT MORGAN, CO 80701
PETECO PROPERTIES, LLC 5236 PINEHURST DRIVE BOULDER, CO 80301	CONTINENTAL RESOURCES INC. 302 NORTH INDEPENDENCE ENID, OK 73701
PLAINSMAN ENERGY LLC 16838 COUNTY ROAD 10 FORT MORGAN, CO 80701	RED HAWK PETROLEUM, LLC 4125 BLACKHAWK PLAZA, SUITE 201A DANVILLE, CA 94506
RJ RESOURCES CORP 152 WEST 57TH STREET, 4TH FLOOR NEW YORK, NY 10019	PRIMA EXPLORATION, INC. 1700 BROADWAY #650 DENVER, CO 80290
APPLE CREEK, LLC 335 S. YORK STREET DENVER, CO 802009	BLACKLAND PETROLEUM, LLC 17190 E. DORADO PLACE CENTENNIAL, CO 80015
GENE F. LANG & CO. 19751 E. MAIN STREET, SUITE 334 PARKER, CO 80138	WELDCO RESOURCES LLC 600 17TH STREET, SUITE 1600N DENVER, CO 80202
MARSHALL RESOURCES, LLC 4295 S. FOX STREET ENGLEWOOD, CO 80110	GOLDEN GLOBE ENERGY CORP 220 WEST 55TH STREET NEW YORK, NY 10019

RJ CREDIT LLC 220 WEST 55TH STREET NEW YORK, NY 10019	

Township 7 North – Range 60 West
Section: 11 NE/4

SURFACE OWNER:	
EDWIN JESS & HAZEL M. JESS 16193 ROAD W FORT MORGAN, CO 80701	
WI/OR/LESSEES/MINERAL OWNERS	
BAYSHORE MINERALS, LLC 1520 WEST CANAL COURT, SUITE 200 LITTLETON, CO 80120	RODELLA MINERALS, LLC 10320 N. CHATFIELD DRIVE LITTLETON, CO 80120
STA, LLC 3833 W. DALLAS STREET BROKEN ARROW, OK 74012	MK/COLORADO, LLC 2311 CEDAR SPRINGS, SUITE 405 DALLAS, TX 75201
WHITAKER ENERGY, LLC 1135 N. BROADWAY, #701 DENVER, CO 80203	GREG R. THOME 17737 E. BELLEVIEW PLACE CENTENNIAL, CO 80015
EDWIN C. JESS & HAZEL M. JESS 16193 ROAD WEST FORT MORGAN, CO 80701	RED HAWK PETROLEUM, LLC 4125 BLACKHAWK PLAZA CIRCLE, SUITE 201A DANVILLE, CA 94506
RJ RESOURCES CORP 152 WEST 57TH STREET 4TH FLOOR NEW YORK, NY 10019	WELDCO RESOURCES LLC 600 17TH STREET, SUITE 1600N DENVER, CO 80202
BOLD RESOURCES, LLC 6615 W. ROWLAND AVENUE LITTLETON, CO 80128	CAERUS WASHCO LLC 600 17th STREET, SUITE 1600N DENVER, CO 80202

CONTINENTAL RESOURCES, INC. 302 N. INDEPENDENCE ENID, OK 73701	DAVID V. BOWMAN OLDS & DARLA G. OLDS 6615 W. ROWLAND AVENUE LITTLETON, CO 80128
WADE R. HILL & BARBARA S. HILL 8952 GANDER VALLEY LANE WINDOSR, CO 80550	THE MARY A. PETERSON TRUST, DATED JANUARY 6, 2005 5236 PINEHURST DRIVE BOULDER, CO 80301
POWDER MORNING, LLC 100 FILLMORE STREET, SUITE 450 DENVER, CO 80206	KATHERINE A. SPERR 335 SOUTH YORK STREET DENVER, CO 80209
BENJAMIN V. SPERR 335 SOUTH YORK STREET DENVER, CO 80209	DENA KRISTI READ 17190 EAST DORADO PL CENTENNIAL, CO 80015
GENE F. LANG PARKER STATION 19751 EAST MAINSTREET, SIUTE 334 PARKER, CO 80138	BLACKLAND PETROLEUM, LLC 17190 EAST DORADO PL CENTENNIAL, CO 80015
GENE F. LANG & CO. PARK STATION 19751 EAST MAINSTREET, SUITE 334 PARKER, CO 80138	PRIMA EXPLORATION, INC. AS NOMINEE FOR MARSHALL RESOURCES, LLC 4295 SOUTH FOX STREET ENGLEWOOD, CO 80110
APPLE CREEK, LLC 335 SOUTH YORK STREET DENVER, CO 80209	PRIMA EXPLORATION, INC., NOMINEE FOR M. SCOTT HOMSHER 4295 SOUTH FOX STREET ENGLEWOOD, CO 80110
PLAINSMAN ENERGY LLC 16838 COUNTY ROAD 10 FORT MORGAN, CO 80701	GRINDSTONE RESOURCES, LLC 5228 LONETREET DRIVE LOVELAND, CO 80537
PRIMA EXPLORATION INC. 100 FILLMORE STREET, SUITE 450 DENVER, CO 80206	

Township 7 North – Range 60 West
Section: 12 N/2

SURFACE OWNER:	
AMBER WAVES 25210 HIGHWAY 392 GREELEY, CO 80631	

WI/OR/LESSEES/MINERAL OWNERS:	
JANET K. SCHMIDT 24250 CR 58 GREELEY, CO 80631	LINDA S. CANTRELL P.O. BOX 480 KERSEY, CO 80644
JOHN ALLEN DUELL 1301 XANTHIA STREET DENVER, CO 80220	CENTENNIAL MINERAL HOLDINGS, LLC 5950 CEDAR SPRINGS ROAD, SUITE 200 DALLAS, TX 75235
MARTHA H. SALSER 3104TH STREET KERSEY, CO 80644	BETTIE K. MILLER, PERSONAL REPRESENTATIVE OF THE ESTATE OF CHARLES R. MILLER 14200 UPPER FREDERICKTOWN ROAD FREDERICKTOWN, OH 43050
THE FOWLER REVOCABLE TRUST DATED APRIL 17, 2014 453 MAYFAIR DRIVE KISSIMMEE, FL 34759	CYNTHIA MARIE SPURLOCK 325 WASHINGTON AVE. S KENT, WA 98032
COZZENS LIVING TRUST DATED AUGUST 25, 2010 3170 SOARING BIRD CIRCLE COLORADO SPRINGS, CO 80920	GRAYROCK MINERALS, LLC 5950 CEDAR SPRINGS ROAD, SUITE 200 DALLAS, TX 75235
ARDIS KERNS 1811 MONTVIEW BLVD. GREELEY, CO 80634	JUDY BRANNBERG P.O. BOX 211 LOUVIERS, CO 80131
CLYDE NELSON 7455 CENTENNIAL GLEN DR. COLORADO SPRINGS, CO 80919	HELEN CREWS 660 W. 20TH STREET, #35 GREELEY, CO 80634
HERBERT DUELL 1601 ROSEWOOD DRIVE BRENTWOOD, TN 37027	LHB VENTURES, LLC 710 KIPLING STREET, SUITE 305 LAKEWOOD, CO 80215
DORIS L. POUSH 704 22ND STREET, APT. 203 GREELEY, CO 80631	THE IRENE M. KOSCH LIVING TRUST DATED JANUARY 30, 2006 2510 E. HEROY AVE.

	SPOKANE, WA 99201
SHARON COLSON 1620 DUMONT PLACE LOVELAND, CO 80538	MARY LOUISE WILKINSON AND MICHAEL PAUL POPP 1011 EAST CURTIS LARAMIE, WY 82070
BLG RESOURCES, LLC 2218 WORTHINGTON STREET DALLAS, TX 75204	MARILYN EILEEN MCCANNE BIRCHENALL REVOCABLE TRUST 5337 SOUTH CIMARRON ROAD LITTLETON, CO 80123
DOMINO WYOMING OIL COMPANY P.O. BOX 650 SARATOGA, WY 82331	WELD MINERAL PROPERTIES, LLC P.O. BOX 720 OGALLALA, NE 69153
PATRICIA ANN CARTER 108 RESIDENTS LANE BRANSON, MO 65616	JAMES K. ULLMANN AND SHERRY L ULLMANN, PATRICIA A. TRUESDELL, AND KRISTEN I. JOHNSON 119 N. FREMONT AVE. JOHNSTOWN, CO 80534
LINDA L ULLMANN 813 EAST 20TH STREET DR. GREELEY, CO 80631	KRISTEN L. JOHNSON 830 HOLMES PLACE BERTHOUD, CO 80513
DANIELLE R. ULLMANN 2021 SHOREBIRD DRIVE, #105 FORT COLLINS, CO 80525	TODD R. ULLMANN 800 FAIRLANE AVE., #B LONGMONT, CO 80501
TINDALL OPERATING COMPANY 7200 EAST DRY CREEK ROAD, SUITE F-205 ENGLEWOOD, CO 80112	MARY LOUISE WILKINSON 1011 EAST CURTIS LARAMIE, WY 82070
MICHAEL PAUL POPP, JR. 12703 MEADWAY COURT HOUSTON, TX 77082	HAT CREEK ROYALTY LTD. P.O. BOX 3240 MIDLAND, TX 79702
EDITH L. ULLMANN 901 WEST SOUTH 1ST STREET JOHNSONTOWN, CO 80534	JAMES K. ULLMANN AND SHERRY L. ULLMANN 119 N. FREMONT AVE. JOHNSTOWN, CO 80534
AMBER WAVES 25210 HIGHWAY 392 GREELEY, CO 80631	ANTELOPE ENERGY COMPANY, LLC 407 NORTH BIG SPRING, SUITE 240 MIDLAND, TX 79701
ENERGY MINERALS CORPORATION	RICHARDSON PRODUCTION COMPANY

999 18TH STREET, SUITE 3100 DENVER, CO 80202	1700 LINCOLN STREET, SUITE 1700 DENVER, CO 80203
JAMES F. RICHARDSON 806 SUNSET DRIVE CASTLE ROCK, CO 80104	SIERRRA ENERGY COMPANY P.O. BOX 20200 RENO, NV 89520
CARRIZO (NIOBRARA) LLC 500 DALLAS STREET, SUITE 2300 HOUSTON, TX 77002	HS RESOURCES, INC. 1999 BROADWAY, SUITE 3600 DENVER, CO 80202
DIVERSIFIED OPERATING CORPORATION 1675 LARIMER STREET, SUITE 400 DENVER, CO 80202	CARRIZO OIL & GAS, INC. 500 DALLAS STREET, SUITE 2300 HOUSTON, TX 77002
INFINITY OIL & GAS, INC 730 17TH STREET, SUITE 250 DENVER, CO 80202	CONTINENTAL RESOURCES, INC. 20 NORTH BROADWAY OKLAHOMA CITY, OK 73102
RED HAWK PETROLEUM, LLC 4125 BLACKHAWK PLAZA CIRCLE, SUITE 201A DANVILLE, CA 94506	RJ RESOURCES CORP. 152 WEST 57TH STREET 4TH FLOOR NEW YORK, NY 10019
GOLDEN GLOBE ENERGY CORP. 220 WEST 55TH STREET NEW YORK, NY 10019	RJ CREDIT LLC 220 WEST 55TH STREET NEW YORK, NY 10019
GRINDSTONE RESOURCES, LLC 5228 LONETREE DRIVE LOVELAND, CO 80537	FLATIRON ENERGY COMPANY, INC 6666 GUNPARK DRIVE, SUITE 200 BOULDER, CO 80301
OIL INDIA (USA) INC. 333 CLAY STREET, SUITE 3300 HOUSTON, TX 77002	IOCL (USA) INC. 33 CLAY STREET, SUITE 3300 HOUSTON, TX 77002
HAIMO OIL & GAS LLC 2901 WILCREST DRIVE, SUITE 285 HOUSTON, TX 77042	ACTOIL COLORADO, LLC 730 THIRD AVENUE 4TH FLOOR NEW YORK, NY 10017
CANAMEX, LLC 252 CLAYTON STREET 4TH FLOOR DENVER, CO 80206	SHARP ENERGY RESOURCES, LLC 252 CLAYTON STREET 4TH FLOOR DENVER, CO 80206
GRIZZLY PETROLEUM COMPANY, LLC	DJ BASIN PARTNERS, LLC

252 CLAYTON STREET 4TH FLOOR DENVER, CO 80206	252 CLAYTON STREET 4TH FLOOR DENVER, CO 80206
NIOBRARA DEVELOPMENT PARTNERS, LLC 252 CLAYTON STREET 4TH FLOOR DENVER, CO 80206	DANIEL F. BROOKS 3237 N. FOREST LAKES WICHITA, KS 67205
PLAINSMAN ENERGY LLC 16838 COUNTY ROAD 10 FORT MORGAN, CO 80701	HOP ENERGIES, LLC P.O. BOX 47911 WICHITA, KS 67201
MMB ENERGY, LLC P.O. BOX 53568 LAFAYETTE, LA 70505	ESENJAY OIL & GAS, LTD. 500 NORTH WATER STREET, SUITE 1100 SOUTH CORPUS CHRISTI, TX 78401
PETECO PROPERTIES LLC 5236 PINEHURST DRIVE BOULDER, CO 80301	PRIMA EXPLORATION, INC. 100 FILLMORE STREET, SUITE 450 DENVER, CO 80206
APPLE CREEK, LLC 335 SOUTH YORK STREET DENVER, CO 80209	BLACKLAND PETROLEUM, LLC 17190 EAST DORADO PL CENTENNIAL, CO 80015
PRIMA EXPLORATION, INC AS NOMINEE FOR MARSHALL RESOURCES, LLC 4295 SOUTH FOX STREET ENGLEWOOD, CO 80110	EVOLUTION OIL & GAS, LLC 19619 MILLS MEADOW LANE HOUSTON, TX 77094
WINN EXPLORATION CO, INC. 800 NORTH SHORELINE BLVD., SUITE 1900 NORTH CORPUS CHRISTI, TX78401	STEPHEN D. REYNOLDS 730 17TH STREET, SUITE 250 DENVER, CO 80202
JOSEPH B. WALSETH 6129 SOUTH POTOMAC WAY CENTENNIAL, CO 80111	J. TIMOTHY BRITTAN 730 17TH STREET, SUITE 250 DENVER, CO 80202
POWDER MORNING, LLC 100 FILLMORE STREET, SUITE 450 DENVER, CO 80206	KATHERINE A. SPERR 335 SOUTH YORK STREET DENVER, CO 80209
BENJAMIN V. SPERR 335 SOUTH YORK STREET DENVER, CO 80209	DENA KRISTI READ 17190 EAST DORADO PL CENTENNIAL, CO 80015

GENE F. LANG PARKER STATION 19751 EAST MAINSTREET, SUITE 334 PARKER, CO 80138	PRIMA EXPLORATION, INC. NOMINEE FOR M. SCOTT HOMSHER 4295 SOUTH FOX STREET ENGLEWOOD, CO 80110
DUSTY SANDERSON 7802 BENNINGTON DRIVE AMARILLO, TX 78119	THE BROE COMPANIES, INC. 252 CLAYTON STREET 4TH FLOOR DENVER, CO 80206
CRAIN ENERGY, LTD. 222 EAST TYLER STREET P.O. BOX 2146 LONGVIEW, TX 75606	LACY PROPERTIES, LTD. 22 EAST TYLER STREET P.O. BOX 2146 LONGVIEW, TX 75606
MARSHALL RESOURCES, LLC 4295 SOUTH FOX STREET ENGLEWOOD, CO 80110	PROVED RESERVES, LLC 5950 CEDAR SPRINGS ROAD, SUITE 200 DALLAS, TX 75235
CAERUS WASHCO LLC 600 17TH STREET, SUITE 1600N DENVER, CO 80202	SRA ROYALTY COMPANY, LLC 252 CLAYTON STREET 4TH FLOOR DENVER, CO 80206
GFL & ASSOCIATES, LLC 19751 E. MAINSTREET, SUITE 339 PARKER, CO 80138	STERLING ENERGY INVESTMENTS LLC 1225 17TH STREET, SUITE 2520 DENVER, CO 80202
WELDCO RESOURCES LLC 600 17TH STREET, SUITE 1600N DENVER, CO 80202	GREAT WESTERN OIL & GAS COMPANY, LLC 1700 BROADWAY, SUITE 650 DENVER, CO 80290

Township 8 North – Range 59 West
Section: 30 S/2

Surface Owners:	
MARVIN E. ALLRED & CARLOTTA ALLRED 2731 NORTHVIEW DRIVE HAGERMAN, ID 83332	TERI EL KEZAR 4955 JACKRABBIT ROAD RENO, NV 89510

Wi/Or/Lessees/Mineral Owners	
THE DAVID WALSH MARITAL DEDUCTION TRUST, UNDER THE WILL OF DAVID G. WALSH, KATHIE A. WALSH, TRUSTEE P.O. BOX 4143 BUENA VISTA, CA 80211	LINDA A. OLMSTEAD AS TRUSTEE OF THE LINDA A. OLMSTEAD TRUST 9351 GOYETTE PL SANTEE, CA 92071
DOUGLAS E. SCHWED, AS TRUSTEE OF THE DOUGLAS E. SCHWED TRUST 12772 NE 28TH STREET BELLEVIEW, WA 98005	JAMES E. ELLIFF ROUTE 1, BOX 12A FLEMMING, CO 80728
JOHN E. ELLIFF P.O. BOX 951 STERLING, CO 80751	MARKUS ROYALTY, LLC 39 FAIRWAY LANE LITTLETON, CO 80123
NERD GAS COMPANY, LLC P.O. BOX 3003 CASPER, WY 82602	CYNTHIA A. E. ZEREN 4457 S. MEADOW DRIVE BOULDER, CO 80301
CHARLOTEE T. SCOTT, INDIVIDUALLY AND AS TRUSTEE TO THE PHILIP H. SCOTT AND CHARLOTTE T. SCOTT REVOCABLE LIVING TRUST DATED FEBRUARY 11, 2003 AS AMENDED ON APRIL 28, 2004 2110 S. TRIANGLE X LANE TUCSON, AZ 85713	LYNN D. SCOTT REVOCABLE MANAGEMENT TRUST 111 WESTWOOD KERRVILLE, TX 78028
BETTINA BLAIR & DON BLAIR P.O. BOX 2342 SANTA FE, NM 87501	PETER L. SCOTT 913 DOVER DRIVE EDMOND, OK 73034
MADELYNE BARRY OR HEIRS OF 6807 N SHERIDAN ROAD CHICAGO, IL 60626	ESTATE OF RENO H. SALES C/O WALTER R. SALES 3900 STAGECOACH TRAIL MANHATTAN, MT 59741
MURIEL S. BERING, AS TRUSTEE OF THE MURIEL S. BERING TRUST UTD AUGUST 23, 1991 2705 LIVMOR AVE. PALM SPRINGS, CA 92262	WILLIAM J. DOENZ AS TRUSTEE OF THE WILLIAM J. DOENZ REAL ESTATE TRUST, DATED JANUARY 27, 1992 P.O. BOX 6474 SHERIDAN, WY 82801
DAVID PARKINSON ROLAPP 4347 WHITSETT AVENUE STUDIO CITY, CA 91604	ADELEBERT GLENN HAUETER, INDIVIDUALLY AND AS TRUSTEE OF THE LUCY ANN HAUETER FAMILY TRUST

	8049 LIVORNA WAY FAIR OAKS, CA 95628
SYDNEY FAITH EWING 305 UPPER CIBOLO ROAD BOERNE, TX 78006	MECHANICS BANK, TRUSTEE OF THE TRUST F/B/O NEIL DAN SCHWED II, U/T/O NEIL D. SCHWED REVOCABLE TRUST DATED JULY 18, 2001 5110 S. YALE AVE. SUITE 400 TULSA, OK 74135
ERIN L. SANFORD, AS GUARDIAN FOR MARY JEAN GROVES P.O. BOX 125 GROVEPORT, OH 43125	DOUGLAS E. SCHWED, AS TRUSTEE OF THE DOUGLAS E. SCHWED TRUST 12772 NE 28TH STREET BELLEVIEW, WA 98005
BOLD RESOURCES, LLC 6615 W. ROWLAND AVENUE LITTLETON, CO 80128	GRINDSTONE RESOURCES, LLC 5228 LONETREE DRIVE LOVELAND, CO 80537
JOHN S. GIBSON PRODUCTION, LLC P.O. BOX 842 FORT MORGAN, CO 80701	GFL & ASSOCIATES, LLC 19751 EAST MAINSTREET, SUITE 334 PARKER, CO 80138
CARRIZO (NIOBRARA), LLC 500 DALLS STREET, SUITE 2300 HOUSTON, TX 77002	KATHLEEN A. DONEY, TRUSTEE OF THE TRUST FBO KATHLEEN A. DONEY UTO NEIL D. SCHWED REVOCABLE TRUST DATED JULY 18, 2001 P.O. BOX 547 ROSS, CA 94957
EDWIN BERNARD FUCHS 36195 GRANDRIVER FARMINGTON, MI 48024	WILLIAM M. WALSH P.O. BOX 30 STERLING, CO 80751
WALSH PRODUCTION, INC. P.O. BOX 30 STERLING, CO 80751	INCLINE RESOURCES, LLC 5019 N. CENTRAL EXPY DALLAS, TX 75205
NOBLE ENERGY, INC. 1625 BROADWAY, SUITE 2000 DENVER, CO 80202	RED SPUR RESOURCES LLC 6666 GUNPARK DRIVE, SUITE 200 BOULDER, CO 80301
DAVID V. BOWMAN OLDS & DARLA G. OLDS 6615 W. ROWLAND AVE. LITTLETON, CO 80128	WADE R. HILL & BARBARA S. HILL 8952 GANDER VALLEY LANE WINDSOR, CO 80550
VECTA OIL & GAS, LTD. 575 UNION BLVD., SUITE 208 LAKEWOOD, CO 80228	FORELAND RESOURCES, LLC 5950 CEDAR SPRINGS ROAD, SUITE 100 DALLAS, TX 75235

CARRIZO OIL & GAS, INC. 1000 LOUISIANA STREET, SUITE 1500 HOUSTON, TX 77002	HAIMO OIL & GAS LLC 2901 WILCREST DRIVE, SUITE 285 HOUSTON, TX 77042
VECTA OVERRIDE POOL, L.P. 5950 CEDAR SPRINGS ROAD, SUITE 100 DALLAS, TX 75235	SYNERGY RESOURCES CORPORTATION 20203 HIGHWAY 60 PLATTEVILLE, CO 80651
PETRO-CANADA RESOURCES (USA) INC. 999 18TH STREET, SUITE 600 DENVER, CO 80202	SUNCOR ENERGY (NATURAL GAS) AMERICA INC. 7800 E. ORCHARD ROAD, SUITE 300 GREENWOOD VILLAGE, CO 80111
OIL INDA (USA) INC. 333 CLAY STREET, SUITE 3300 HOUSTON, TX 77002	IOCL (USA) INC. 333 CLAY STREET, SUITE 3300 HOUSTON, TX 77002
ARMSTRONG MINERALS LLC 5019 N. CENTRAL EXPRESSWAY, SUITE B DALLAS, TX 75205	FORELAND INVESTMENTS LP 5950 CEDAR SPRINGSS ROAD, SUITE 100 DALLAS, TX 75235
LAKE RONEL OIL COMPANY 115 EAST ELM STREET TYLER, TX 75702	NOBLE ENERGY WYCO, LLC 1625 BROADWAY, SUITE 2200 DENVER, CO 80202
INFINITY OIL & GAS, INC. 730 17TH STREET, SUITE 250 DENVER, CO 80202	STEPHEN D. REYNOLDS 730 17TH STREET, SUITE 250 DENVER, CO 80202
JOSEPH D. WALSETH 6129 SOUTH POTOMAC WAY CENTENNIAL, CO 80111	J. TIMOTHY BRITTAN 730 17TH STREET, SUITE 250 DENVER, CO 80202
DUSTY SANDERSON 7802 BENNINGTON DRIVE AMARILLO, TX 78119	PEGGY MARILYN MILLER 1281 S. YORK DENVER, CO 80210
GRAYSON E. PUETT 1643 DANBURY CROSSING DRIVE HENDERSON, NV 89052	WESTERN COLORADO ENERGY LLC P.O. BOX 144 FLORISSANT, CO 80816
WELD COUNTY, COLORADO C/O BOARD OF COUNTY COMMISSIONERS 1150 O STREET P.O. BOX 758 GREELEY, CO 80632	STEVEN ALLEN WINTER P.O. BOX 9837 DENVER, CO 80209

GRAYROCK MINERALS, LLC 5950 CEDAR SPRINGS RD., SUITE 200 DALLAS, TX 75235	PROVED RESERVES, LLC 5950 CEDAR SPRINGS RD., SUITE 200 DALLAS, TX 75235
CAMBRIDGE ROYALTY COMPANY 1200 SAN JACINTO BUILDING HOUSTON, TX 77002	JOHN A. SAXMAN C/O MYRTLE SIMPSON 1722 7TH AVENUE GREELEY, CO 80631
WEBB ROYALTIES, LLC C/O BOKF, NA, DBA BANK OF OKLAHOMA P.O. BOX 3499 TULSA, OK 74101-3499	CARL WAGNER 3035 S. QUAKER TULSA, OK 74114
DANIEL & GLENNA JOHNSON BOX 1317 PINE, AZ 85549	NORMA MAE JOHNSON WILMOTH 12925 N. NORTH STAR DRIVE FOUNTAIN HILLS, AZ 85268
JOANNA JOHNSON 1050 SOUTH PARK LOOP JACKSON, WY 83001	GEORGE I. JOHNSON BOX 1047 DUBOIS, WY 82513
ELOISE JOHNSON SNOW & RAY SNOW BOX 7616 JACKSON, WY 83001	DAWN JOHNSON IMESON P.O. BOX 610 AFTON, WY 83110
LOREN R. & VANESSA JOHNSON BOX 601 PAYSON, AZ 85547	SUSIE D. WIANT 3511 BRAEWIN CT HOUSTON, TX 77068
FLORENCE H. KISTLER 4669 S. WASHINGTON DENVER, CO 80113	THE BUCKINGHAM ROYALTY COMPANY P.O. BOX 1930 GREELEY, CO 80632
W.D. FARR THE BUCKINGHAM ROYALTY COMPANY 1914 14TH AVENUE GREELEY, CO 80631	WM. R. FARR THE BUCKINGHAM ROYALTY COMPANY 3535 WAGON TRAIL RD GREELEY, CO 80631
C.D. CUNNINGHAM THE BUCKINGHAM ROYALTY COMPANY 555 E. WILLOW STREET LONG BEACH, CA 90801	KANSAS-NEBRASKA ASSOCIATION OF SEVENTH-DAY ADVENTISTS HEIRS OF L.G. ROYALTY CO. , LELIA G. SALISBURY, VERA B. PARKER, ETAL. 19268 WEST SILO VIEW LANE SHELTON, NE 68876
IRONHORSE RESOURCES, LLC	BLACK STONE NATURAL RESOURCES I, L.P.

3773 CHERRY CREEK NORTH DRIVE, SUITE 575 DENVER, CO 80209	1001 FANNIN, SUITE 2020 HOUSTON, TX 77002
BLACK STONE MINERALS COMPANY, L.P. 1001 FANNIN, SUITE 2020 HOUSTON, TX 77002	MATAGORDA B1, LP C/O SENTINEL TRUST COMPANY, LBA 2001 KIRBY DRIVE, SUITE 1200 HOUSTON, TX 77019

Township 8 North – Range 59 West
Section: 31 E/2

SURFACE OWNER:	
MARVIN E. ALLRED & CARLOTTA ALLRED 2731 NORTHVIEW DRIVE HAGERMAN, ID 83332	

WI/OR/LESSEES/MINERAL OWNERS	
MITCHELL MINERALS, LL RT. 2, BOX 10-A HASKELL, OK 74436	AMCON RESOURCES, INC. P.O. BOX 3025 OKLAHOMA CITY, OK 73101
GLADYS BLAKE, INDIVIDUALLY AND AS SOLE HEIR/DEVISEE OF ARTIE R. BROOKS 1365 SNELL ISLE BLVD, N.E. ST. PETERSBURG, FL 33704	MARATHON OIL COMPANY 5555 SAN FELIPE ROAD HOUSTON, TX 77056
MARY ANN MCCOURT 735 JEFFERSON STREET NE ALBUQUERQUE, NM 87110	USA P.O. BOX 25047 BLDG. 50 DENVER, CO 80225
WALSH PRODUCTION, INC. P.O. BOX 30 STERLING, CO 80751	FRANK H. WALSH P.O. BOX 30 STERLING, CO 80751
PRIMA EXPLORATION, INC. 100 FILLMORE STREET, SUITE 450	APPLE CREEK, LLC 335 SOUTH YORK STREET

DENVER, CO 80206	DENVER, CO 80209
GENE F. LANG & CO. PARKER STATION 19751 EAST MAINSTREET, SUITE 334 PARKER, CO 80138	PRIMA EXPLORATION, INC. AS NOMINEE FOR MARSHALL RESOURCES, LLC 4295 SOUTH FOX STREET ENGLEWOOD, CO 80110
DJ RESOURCES, LLC 1600 BROADWAY, SUITE 1960 DENVER, CO 80202	MARUBENI DENVER JULESBURG, LLC 2800 POST OAK BLVD, SUITE 6000 HOUSTON, TX 77056
CAERUS WASHCO LLC 600 17TH STREET, SUITE 1600N DENVER, CO 80202	WELDOCO RESOURCES LLC 600 17TH STREET, SUITE 1600N DENVER, CO 80202
JAMES B. MCNAY AND NANCY L. MCNAY 208 DELMAR STERLING, CO 80751	POWDER MORNING, LLC 100 FILLMORE STREET, SUITE 450 DENVER, CO 80206
KATHERINE A. SPERR 335 SOUTH YORK STREET DENVER, CO 80209	BENJAMIN V. SPERR 335 SOUTH YORK STREET DENVER, CO 80209
DENA KRISTI READ 17190 EAST DORADO PL CENTENNIAL, CO 80015	BLACKLAND PETROLEUM, LLC 17190 EAST DORADO PL CENTENNIAL, CO 80015
BONANZA CREEK ENERGY OPERATING COMPANY, LLC 410 17TH STREET, SUITE 1400 DENVER 80202	GENE F. LANG PARKER STATION 19751 EAST MAINSTREET, SUITE 334 PARKER, CO 80138
PRIMA EXPLORATION, INC., NOMINEE FOR M. SCOTT HOMSHER 4295 SOUTH FOX STREET ENGLEWOOD, CO 80110	

Township 8 North – Range 59 West
Section: 32 SW/4

Surface Interest Owners

MARVIN E. & CARLOTTA ALLRED 2731 NORTHVIEW DRIVE HAGERMAN, ID 83332	

Mineral Interest Owners

LESTER L. & MARY L. THOMAS P.O. BOX 370 KERSEY, CO 80644	JANETTE & JOHN M. KUEHN 1639 40 ROAD HEARTWELL, NE 68945
WALTER J. & SANDRA E. THOMAS 8335 MORNING MIST COURT SAN DIEGO, CA 92119	JULIA & JOHN PAVELKA 1203 LOCH VIEW DRIVE HASTINGS, NE 68901
DOUGLAS THOMAS-SCHEPELER 17431 EAST GUNNISON PLACE AURORA, CO 80017	JILL M. & JERRY J. SMITH 959 SOUTH 3RD STREET BROKEN BOW, NE 68822
LISA KAPLAN 722 SOUTH KLINE STREET LAKEWOOD, CO 80226	BETH ANN MARTIN 9420 CARR STREET WESTMINSTER, CO 80021
JOHN L. KUEHN 1101 43 ROAD HEARTWELL, NE 68945	JOEL W. & SHANNON D. KUEHN 101 FIRST STREET HEARTWELL, NE 68945
CRYSTAL MARIE THOMAS P.O. BOX 370 KERSEY, CO 80644	WILLIAM L. THOMAS P.O. BOX 370 KERSEY, CO 80644
DREW W. THOMAS P.O. BOX 370 KERSEY, CO 80644	ROGERS FAMILY, LLC 1018 E. GATEWAY AVENUE FORT MORGAN, CO 80701-3197
KNUTE W. BARNES P.O. BOX 1778 ELKO, NV 89803-1778	BENNETT RICHARD & EMMA A. HOUSTON 434 KARSH DRIVE LONGMONT, CO 80504-1318
THE DEWEY E. AND LOURENE E. MILLER TRUST, UTD MARCH 16, 2001 811 EAST ST. VRAIN COLORADO SPRINGS, CO 80903	

Lessees, RI, WI Owners etc.

MARKUS PRODUCTION, INC.	MARKUS ROYALTY, LLC

2100 W. LITTLETON BLVD., SUITE 245 LITTLETON, CO 80120	39 FAIRWAY LANE LITTLETON, CO 80123
SCOTT R. CLARK 8185 MOORE STREET ARVADA, CO 80005	THE REVOCABLE TRUST OF DOUGLAS P. BATTIN 78 SUTTON DRIVE VERNON, CT 06066
NERD GAS COMPANY, LLC P.O. BOX 3003 CASPER, WY 82602	CARRIZO (NIOBRARA) LLC 500 DALLAS STREET, SUITE 2300 HOUSTON, TX 77002
INIFNITY OIL & GAS, INC. 730 17TH STREET, SUITE 250 DENVER, CO 80202	STEPHEN D. REYNOLDS 730 17TH STREET, SUITE 250 DENVER, CO 80202
JOSEPH B. WALSETH 6129 SOUTH POTOMAC WAY CENTENNIAL, CO 80111	J. TIMOTHY BRITTAN 730 17TH STREET, SUITE 250 DENVER, CO 80202
JAMES C. KARO ASSOCIATES 1750 LAFAYETTE STREET DENVER, CO 80218	SKV, LLC P.O. BOX 300687 DENVER, CO 80218
DUSTY SANDERSON 7802 BENNINGTON DRIVE AMARILLO, TX 79119	

Township 8 North – Range 60 West
Section: 25 SE/4

Surface Interest Owners	
CLYDE & JANICE E. HEMBERGER 2490 N COUNTY ROAD 3 LOVELAND, CO 80538	MARVIN E. & CARLOTTA ALLRED 1543 E. 3050 S. WENDELL, ID 83355
BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF WELD 1150 O STREET P.O. BOX 758 GREELEY, CO 80632	

Mineral Interest Owners

THE BETTY B. LADMER TRUST DATED NOVEMBER 4, 1997 700 NEW HAMPSHIRE AVENUE NW, APT. 508 WASHINGTON, DC 20037	COLORADO MASONIC PROPERTIES, INC. C/O COLORADO MASONS BENEVOLENT FUND ASSOCIATION 2445 SOUTH QUEBEC STREET DENVER, CO 80231
JANET K. SCHMIDT 24250 CR 58 GREELEY, CO 80631	LINDA S. CANTRELL P.O. BOX 480 KERSEY, CO 80644
JOHN ALLEN DUELL 1301 ZANTHIA STREET DENVER, CO 80220	CENTENNIAL MINERAL HOLDINGS, LLC 5950 CEDAR SPRINGS ROAD, SUITE 200 DALLAS, TX 75235
MARTHA H. SALSER 310 4TH STREET KERSEY, CO 80644	CYNTHIA MARIE SPURLOCK 23519 62ND AVENUE SOUTH, UNIT A101 KENT, WASHINGTON 98032
COZZENS LIVING TRUST DATED AUGST 25, 2010 3170 SOARING BIRD CIRCLE COLORADO SPRINGS, CO 80920	BLG RESOURCES, LLC 2218 WORTHINGTON STREET DALLAS, TX 75204
GRAYROCK MINERALS, LLC 5950 CEDAR SPRINGS ROAD, SUITE 200 DALLAS, TX 75235	ARDIS KERNS 1811 MONTVIEW BLVD. GREELEY, CO 80634
JUDY BRANNBERG P.O. BOX 211 LOUVIERS, CO 80131	CLYDE NELSON 7455 CENTENNIAL GLEN DRIVE COLORADO SPRINGS, CO 80919
HELEN CREWS 6600 W. 20TH STREET, #35 GREELEY, CO 80634	LHB VENTURES, LLC 710 KIPLING STREET, SUITE 305 LAKEWOOD, CO 80215
HERBERT H. DUELL 1601 ROSEWOOD DRIVE BRENTWOOD, TN 37029	THE FOWLER REVOCABLE LIVING TRUST, DATED APRIL 17, 2014 453 MAYFAIR DRIVE KISSIMMEE, FL 34759
GREG R. THOME 17737 E. BELLEVIEW PLACE CENTENNIAL, CO 80015	BAYSHORE MINERALS, LLC 2305 W. BERRY AVENUE LITTLETON, CO 80120
RODELLA MINERALS, LLC	STA, LLC

10320 N. CHATFIELD DRIVE LITTLETON, CO 80125	3833 W. DALLAS STREET BROKEN ARROW, OK 74012
WHITAKER ENERGY, LLC 1135 N. BROADWAY #701 DENVER, CO 80203	ATOMIC CAPITAL MINERALS LLC 2777 ALLEN PARKWAY #1185 HOUSTON, TX 77019
LESTER L. THOMAS 22448 WELD COUNTY ROAD 51 KERSEY, CO 80644	JANETTE KUEHN 1639 40 ROAD HEARTWELL, NE 68945
WALTER THOMAS 22448 WELD COUNTY ROAD 51 KERSEY, CO 80644	BETH MARTIN 22448 WELD COUNTY ROAD 51 KERSEY, CO 80644
MK/ COLORADO, LLC 2311 CEDAR SPRINGS, SUITE 405 DALLAS, TX 75201	LISA KAPLAN 722 S. KLINE STREET LAKEWOOD, CO 80226
DOUGLAS THOMAS-SCHEDELER 22448 WELD COUNTY ROAD 51 KERSEY, CO 80644	JILL M. SMITH 959 SOUTH 3RD AVENUE BROKEN BOW, NE 68822
JULIA PAVELKA 17016 OAKMONT DRIVE OMAHA, NE 68136	JOHN KUEHN 1101 43 ROAD HEARTWELL, NE 68945
JOEL KUEHN 1640 40 ROAD HEARTWELL, NE 68945	CRYSTAL THOMAS 22448 WELD COUNTY ROAD 51 KERSEY, CO 80644
WILLIAM THOMAS 22448 WELD COUNTY ROAD 51 KERSEY, CO 80644	DREW THOMAS 22448 WELD COUNTY ROAD 51 KERSEY, CO 80644
Lessees, RI, WI Owners etc.	
CARRIZO OIL & GAS, INC. 1000 LOUISANA STREET, SUITE 1500 HOUSTON, TX 77002	CARRIZO (NIOBRARA) LLC 500 DALLAS STREET, SUITE 2300 HOUSTON, TX 77002
STEPHEN D. REYNOLDS 730 17TH STREET, SUITE 250 DENVER, CO 80202	JOSEPH B. WALSETH 6129 SOUTH POTOMAC WAY CENTENNIAL, CO 80111
J. TIMOTHY BRITTAN	JAMES C KARO ASSOCIATES

730 17TH STREET, SUITE 250 DENVER, CO 80202	1750 LAFAYETTE STREET DENVER, CO 80218
SKV, LLC P.O. BOX 300687 DENVER, CO 80218	STERLING ENERGY COMPANY 1225 17TH STREET, SUITE 2520 DENVER, CO 80202
WATERMAN OIL INVESTMENTS LLC 316 SOUTH CRESCENT DRIVE BEVERLY HILLS, CA 90212	DUSTY SANDERSON 7802 BENNINGTON DRIVE AMARILLO, TX 78119
GFL & ASSOCIATES, LLC 19751 E. MAINSTREET, SUITE 339 PARKER, CO 80138	IRONHORSE RESOURCES, LLC 3773 CHERRY CREEK NORTH DRIVE, SUITE 575 DENVER, CO 80209
INFINITY OIL & GAS, INC. 730 17TH STREET, SUITE 250 DENVER, CO 80202	OIL INDIA (USA) INC. 333 CLAY STREET, SUITE 3300 HOUSTON, TX 77002
IOCL (USA) INC. 333 CLAY STREET, SUITE 3300 HOUSTON, TX 77002	HAIMO OIL & GAS LLC 2901 WILCREST DRIVE, SUITE 285 HOUSTON, TX 77042

Township 8 North – Range 60 West
Section: 35 SE/4

Surface Interest Owner	
KOBOBEL LARRY 21460 ROAD 9 WELDONA, CO 80653	
Lessees, RI, WI, Mineral Owners etc.	
BETTIE KAYE MILLER 14200 UPPER FREDERICK RD FREDERICK TOWN, OH 43019	BRIAN H WERT 250 EUDORA STREET DENVER, CO 80220
BRUCE GLEN DUELL 1575 MONROE DENVER, CO 80206	CAROL S FOWLER 453 MAYFAIR DR KISSIMMEE , FL 34759-3216

CENTENNIAL MINERAL HOLDIN 8235 DOUGLAS AVENUE STE #815 DALLAS, TX 75225	COZZENS LIVING TRUST 3170 SOARING BIRD CIRCLE COLORADO SPRINGS, CO 80920
CYNTHIA M SPURLOCK-SCHOU 325 WASHINGTON AVE S #342 KENT, WA 98032	ENERPLUS RESOURCES USA CO DEPT 2365 DENVER, CO 80291-2365
HELEN CREWS 6600 W 20TH STREET #35 GREELEY, CO 80634	HERBERT H DUELL 1601 ROSEWOOD DRIVE BRENTWOOD, TN 37027
LAKE FORK RESOURCES LLC C/O THOMAS SANDERS WRIGHT 2901 E FLOYD DR DENVER, CO 80210	LARRY DEWAYNE DUELL 6634 RIDGELINE DR TIMNATH, CO 80547
LHB VENTURES LLC PO BOX 46063 DENVER, CO 80201-6063	MARTHA H SALSER PO BOX 571 KERSEY, CO 80644
MILE HI OIL & GAS INC PO BOX 621609 LITTLETON, CO 80162-1609	MONTE NAYLOR GTS ENERGY CONSULTING 8644 EAST 29TH PLACE DENVER, CO 80238
PALU PROPERTIES LLC 370 17TH STREET #5625 DENVER, CO 80202	RAY E & GENEVIVE E DUELL 1019 CR 330 IGNACIO, CO 81137
RETHA MCVEY 13215 BRAUN ROAD GOLDEN, CO 80401	STEPHEN A SONNENBERG 13995 WEST 30TH AVENUE GOLDEN, CO 80401
TAK MOUNTAIN LLC P O BOX 677 GOLDEN, CO 80402	T-BAR OIL & GAS LTD PO BOX 247 CRESTED BUTTE, CO 81224
TERRY J CAMMON 10455 WEST 73RD PLACE ARVADA, CO 80005	PALACE EXPLORATION CO C/O BISTATE OIL MANAGEMENT CORP 10 EAST 40TH STREET SUITE 2705 NEW YORK, NY 10016
JANET K SCHMIDT 24250 CR 58 GREELEY , CO 80631	LINDA S CANTRELL P O BOX 480 KERSEY, CO 80644

JOHN ALLEN DUELL P O BOX 201148 DENVER, CO 80220	DE SOTO ROYALTY COMPANY, LLC 3131 MCKINNEY AVE, SUITE 430 DALLAS , TX 75204
LUCAS B DICKERSON AND RACHEL DICKERSON JOINT TENANTS 26393 E CALEY DRIVE AURORA, CO 80016	JOHN HERPERS AND KRISTEN HERPERS 951 S GARFIELD STREET DENVER, CO 80209
ACOMA ENERGY LLC ATTN: APRIL ANDERSON 3801 E FLORIDA ST SUITE 508 DENVER, CO 80210	MC OIL WELL LLC c/o MATTHEW MONTGOMERY 108 MARTNEK LANE PALMER , TX 75152

COGCC RULE 507.c.

TROY SWAIN WELC COUNTY LGD DEPARTMENT OF PLANNING SERVICES 1555 NORTH 17TH AVENUE GREELEY, CO 80631	COLORADO DIVISION OF WILDLIFE ATTN: TOM SCHREINER 6060 BROADWAY DENVER, CO 80216
COLORADO DEPARTMENT OF PUBLIC HEALTH AND ENVIRONMENT ATTN: KENT KUSTER 4300 CHERRY CREEK DRIVE SOUTH DENVER, CO 80246	

Exhibit L-8

attached to the Land testimony under Docket No. 151000629

** Remainder of page intentionally left blank **

RATIFICATION AND JOINDER OF UNIT AGREEMENT

In consideration of the execution of the Unit Agreement for the Development and Operation of the **Crow Field, Mule Unit,** County of Weld, State of Colorado dated effective as of the Effective Date, in form approved by the Colorado Oil and Gas Conservation Commission under Docket No. 1510000629, the undersigned (whether one or more) hereby expressly joins said Unit Agreement and ratifies, approves, adopts and confirms said Unit Agreement as fully as though the undersigned has executed the original agreement.

This Ratification and Joinder shall be effective as to the undersigned's interest in any lands and leases, and royalties presently held or which may arise under existing option agreements or other interest in unitized substances, covering the lands within the Unit Area in which the undersigned may be found to have an oil and gas interest.

This Ratification and Joinder of Unit Agreement shall be binding upon the undersigned, his, her or its heirs, devisees, executors, assigns or successors in interest.

EXECUTED this 5th day of October, 2015.

Print Name and Title: CHARLES R. RIDER III

Company/Organization: —

Signature: Charles R. Rider III

Address: P.O. BOX 2461
ROCKPORT, TX
78381

ACKNOWLEDGMENT

STATE OF Texas)
) ss.
COUNTY OF Nueces)

The forgoing instrument was acknowledged before me by Charles Rider.

This 5 day of October, 2015

WITNESS my hand and official seal.

My Commission Expires:
1-20-19

Lacey Perry
Notary Public

LACEY PERRY
MY COMMISSION EXPIRES
January 20, 2019

RATIFICATION AND JOINDER OF UNIT AGREEMENT

In consideration of the execution of the Unit Agreement for the Development and Operation of the **Crow Field, Mule Unit**, County of Weld, State of Colorado dated effective as of the Effective Date, in form approved by the Colorado Oil and Gas Conservation Commission under Docket No. 1510000629, the undersigned (whether one or more) hereby expressly joins said Unit Agreement and ratifies, approves, adopts and confirms said Unit Agreement as fully as though the undersigned has executed the original agreement.

This Ratification and Joinder shall be effective as to the undersigned's interest in any lands and leases, and royalties presently held or which may arise under existing option agreements or other interest in unitized substances, covering the lands within the Unit Area in which the undersigned may be found to have an oil and gas interest.

This Ratification and Joinder of Unit Agreement shall be binding upon the undersigned, his, her or its heirs, devisees, executors, assigns or successors in interest.

EXECUTED this 30th day of September, 2015.

Print Name and Title: Jonathan T. Johnson, ANP

Company/Organization: Wells Fargo Bank, NA, as Agent for Anspaugh Oil & Gas LLC

Signature: _____

Address: _____

P.O. Box 41779

Austin, TX 78704-1779

ACKNOWLEDGMENT

STATE OF _____)

) ss.

COUNTY OF _____)

The forgoing instrument was acknowledged before me by _____.

This ___ day of _____, 2015

WITNESS my hand and official seal.

My Commission Expires:

_____

_____

Notary Public

CORPORATE ACKNOWLEDGMENT

State of FLORIDA)

County of DUVAL)

The foregoing instrument was acknowledged before me this 30th day of September, 2015, by Jonathan T. Johnson, Assistant Vice President, of Wells Fargo Bank, National Association, as Agent for Anspaugh Oil & Gas LLC on behalf of the said corporation. Jonathan T. Johnson is personally known to me.

WITNESS MY HAND and Official Seal

Patricia Studer

Notary Public, State of Florida

My Commission Expires: _____

PATRICIA STUDER
Commission # FF 100256
Expires July 10, 2018

RATIFICATION AND JOINDER OF UNIT AGREEMENT

In consideration of the execution of the Unit Agreement for the Development and Operation of the Crow Field, Mule Unit, County of Weld, State of Colorado dated effective as of the Effective Date, in form approved by the Colorado Oil and Gas Conservation Commission under Docket No. 1510000629, the undersigned (whether one or more) hereby expressly joins said Unit Agreement and ratifies, approves, adopts and confirms said Unit Agreement as fully as though the undersigned has executed the original agreement.

This Ratification and Joinder shall be effective as to the undersigned's interest in any lands and leases, and royalties presently held or which may arise under existing option agreements or other interest in unitized substances, covering the lands within the Unit Area in which the undersigned may be found to have an oil and gas interest.

This Ratification and Joinder of Unit Agreement shall be binding upon the undersigned, his, her or its heirs, devisees, executors, assigns or successors in interest.

EXECUTED this 30th day of September, 2015.

Print Name and Title: Pete Milonas, Minerals Director

Company/Organization: State Board of Land Commissioners

Signature: Pete Milonas

Address: 1127 Sherman Street

Suite 300

Denver, CO 80203

ACKNOWLEDGMENT

STATE OF Colorado)

) ss.

COUNTY OF Denver)

The forgoing instrument was acknowledged before me by Pete Milonas.

This 30th day of September, 2015

WITNESS my hand and official seal.

My Commission Expires:

Notary Public

SHERRY LEAL-LEE
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20034013043
MY COMMISSION EXPIRES APRIL 22, 2019

RATIFICATION AND JOINDER OF UNIT AGREEMENT

In consideration of the execution of the Unit Agreement for the Development and Operation of the **Crow Field, Mule Unit,** County of Weld, State of Colorado dated effective as of the Effective Date, in form approved by the Colorado Oil and Gas Conservation Commission under Docket No. 1510000629, the undersigned (whether one or more) hereby expressly joins said Unit Agreement and ratifies, approves, adopts and confirms said Unit Agreement as fully as though the undersigned has executed the original agreement.

This Ratification and Joinder shall be effective as to the undersigned's interest in any lands and leases, and royalties presently held or which may arise under existing option agreements or other interest in unitized substances, covering the lands within the Unit Area in which the undersigned may be found to have an oil and gas interest.

This Ratification and Joinder of Unit Agreement shall be binding upon the undersigned, his, her or its heirs, devisees, executors, assigns or successors in interest.

EXECUTED this 29 day of September, 2015.

Print Name and Title: Larry E. Denver

Company/Organization: mineral owner

Signature: Larry E. Denver

Address: 147 Bethany Dr.
Manhattan, KS 66503

ACKNOWLEDGMENT

STATE OF KANSAS)
) ss.
COUNTY OF Geary)

The forgoing instrument was acknowledged before me by Larry E. Denver.

This 29th day of September, 2015

WITNESS my hand and official seal.

My Commission Expires:

3/25/19

Mary Lou Nuttelman
Notary Public

MARY LOU NUTTELMAN
Notary Public - State of Kansas
My Appt. Expires 3/25/19

RATIFICATION AND JOINDER OF UNIT AGREEMENT

In consideration of the execution of the Unit Agreement for the Development and Operation of the **Crow Field, Mule Unit, County of Weld, State of Colorado** dated effective as of the Effective Date, in form approved by the Colorado Oil and Gas Conservation Commission under Docket No. 1510000629, the undersigned (whether one or more) hereby expressly joins said Unit Agreement and ratifies, approves, adopts and confirms said Unit Agreement as fully as though the undersigned has executed the original agreement.

This Ratification and Joinder shall be effective as to the undersigned's interest in any lands and leases, and royalties presently held or which may arise under existing option agreements or other interest in unitized substances, covering the lands within the Unit Area in which the undersigned may be found to have an oil and gas interest.

This Ratification and Joinder of Unit Agreement shall be binding upon the undersigned, his, her or its heirs, devisees, executors, assigns or successors in interest.

EXECUTED this 23 day of SEPTEMBER, 2015.

Print Name and Title: BRADLEY K. FARRIS MD - TRUSTEE

Company/Organization: COLLEEN MAE FARRIS IRREV. TRUST

Signature: [signature]

Address: 1417 CHURCH ST.

EDMOND, OK 73034

ACKNOWLEDGMENT

STATE OF Oklahoma)

) ss.

COUNTY OF Oklahoma)

The forgoing instrument was acknowledged before me by _____.

This 28 day of September, 2015

WITNESS my hand and official seal.

My Commission Expires:

10/26/16

MEGAN DAVIDSON
COMM. NO. 12010000
NOTARY PUBLIC
STATE OF OKLAHOMA

[signature]

Notary Public

RATIFICATION AND JOINDER OF UNIT AGREEMENT

In consideration of the execution of the Unit Agreement for the Development and Operation of the **Crow Field, Mule Unit,** County of Weld, State of Colorado dated effective as of the Effective Date, in form approved by the Colorado Oil and Gas Conservation Commission under Docket No. 1510000629, the undersigned (whether one or more) hereby expressly joins said Unit Agreement and ratifies, approves, adopts and confirms said Unit Agreement as fully as though the undersigned has executed the original agreement.

This Ratification and Joinder shall be effective as to the undersigned's interest in any lands and leases, and royalties presently held or which may arise under existing option agreements or other interest in unitized substances, covering the lands within the Unit Area in which the undersigned may be found to have an oil and gas interest.

This Ratification and Joinder of Unit Agreement shall be binding upon the undersigned, his, her or its heirs, devisees, executors, assigns or successors in interest.

EXECUTED this 28 day of SEPTEMBER, 2015.

Print Name and Title: NATHAN R. ALLEN JR

Company/Organization: DELCOUNTY OIL CORPORATION

Signature: [signature]

Address: 1011 CENTER RD # 310
Wilmington, DE 19805

ACKNOWLEDGMENT

STATE OF MA)

) ss.

COUNTY OF Nantucket

The forgoing instrument was acknowledged before me by Nathan R Allen Jr

This 28th day of September, 2015

WITNESS my hand and official seal.

My Commission Expires:
May 13, 2022

ASHLEY BONVILLE
Notary Public, Commonwealth of Massachusetts
My Commission Expires May 13, 2022

Notary Public

RATIFICATION AND JOINDER OF UNIT AGREEMENT

In consideration of the execution of the Unit Agreement for the Development and Operation of the **Crow Field, Mule Unit,** County of Weld, State of Colorado dated effective as of the Effective Date, in form approved by the Colorado Oil and Gas Conservation Commission under Docket No. 1510000629, the undersigned (whether one or more) hereby expressly joins said Unit Agreement and ratifies, approves, adopts and confirms said Unit Agreement as fully as though the undersigned has executed the original agreement.

This Ratification and Joinder shall be effective as to the undersigned's interest in any lands and leases, and royalties presently held or which may arise under existing option agreements or other interest in unitized substances, covering the lands within the Unit Area in which the undersigned may be found to have an oil and gas interest.

This Ratification and Joinder of Unit Agreement shall be binding upon the undersigned, his, her or its heirs, devisees, executors, assigns or successors in interest.

EXECUTED this 28th day of September, 2015.

Print Name and Title: ROBERT D PIERINI

Company/Organization:

Signature:

Address: 3115 WYANDOT STREET

DENVER, CO 80211

ACKNOWLEDGMENT

STATE OF COLORADO)

) ss.

COUNTY OF DENVER)

The forgoing instrument was acknowledged before me by ROBERT D PIERINI.

This 28th day of September, 2015

WITNESS my hand and official seal.

My Commission Expires:

7/8/2017

Tracy L Peck

Notary Public

TRACY L. PECK
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 19874156194
MY COMMISSION EXPIRES 07/08/2017

RATIFICATION AND JOINDER OF UNIT AGREEMENT

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This Ratification and Joinder of Unit Agreement shall be binding upon the undersigned, his, her or its heirs, devisees, executors, assigns or successors in interest.

EXECUTED this 21st day of September, 2015.

Print Name and Title: Amy H. Cordero/POA for Richard E. Roberts

Company/Organization: N/A

Signature: Amy H. Cordero/POA for Richard E. Roberts

Address: 64 Mill Rd., #15-D
Hyde Park NY 12538

ACKNOWLEDGMENT

STATE OF New York)
) ss.
COUNTY OF Dutchess)

The forgoing instrument was acknowledged before me by Amy H Cordero.

This 21 day of September, 2015

WITNESS my hand and official seal.

My Commission Expires:
April 28 2018

Notary Public

TARA ANN VARIANO
Notary Public - State of New York
NO. 01VA6302256
Qualified in Dutchess County
My Commission Expires Apr 28, 2018

RATIFICATION AND JOINDER OF UNIT AGREEMENT

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This Ratification and Joinder of Unit Agreement shall be binding upon the undersigned, his, her or its heirs, devisees, executors, assigns or successors in interest.

EXECUTED this 16 day of September, 2015.

Print Name and Title: William Fulton

Company/Organization: n/a

Signature: William R Fulton

Address: 1632 Sherman Way

Longmont

Colo. 80501

ACKNOWLEDGMENT

STATE OF Colorado)

) ss.

COUNTY OF Boulder)

The forgoing instrument was acknowledged before me by William R Fulton

This 16 day of September, 2015

WITNESS my hand and official seal.

My Commission Expires:

10/13/2018

Notary Public

PEDRO JESUS RASCON MOLINA
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20144039784
MY COMMISSION EXPIRES OCTOBER 13, 2018

RATIFICATION AND JOINDER OF UNIT AGREEMENT

In consideration of the execution of the Unit Agreement for the Development and Operation of the **Crow Field, Mule Unit,** County of Weld, State of Colorado dated effective as of the Effective Date, in form approved by the Colorado Oil and Gas Conservation Commission under Docket No. 1510000629, the undersigned (whether one or more) hereby expressly joins said Unit Agreement and ratifies, approves, adopts and confirms said Unit Agreement as fully as though the undersigned has executed the original agreement.

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This Ratification and Joinder of Unit Agreement shall be binding upon the undersigned, his, her or its heirs, devisees, executors, assigns or successors in interest.

EXECUTED this 17th day of September, 2015.

Print Name and Title: Wilbur Thomas/Mineral Owner

Company/Organization: _____

Signature: Wilbur Thomas

Address: 15450 Highway 144

Fort Morgan, CO. 80701

ACKNOWLEDGMENT

STATE OF Colorado)

) ss.

COUNTY OF Morgan)

The forgoing instrument was acknowledged before me by Wilbur thomas.

This 17 day of September, 2015

WITNESS my hand and official seal.

My Commission Expires:

12-12-17

Trista Cobbley

Notary Public

TRISTA MARIE COBBLEY
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20134077325
MY COMMISSION EXPIRES 12-12-2017

RATIFICATION AND JOINDER OF UNIT AGREEMENT

In consideration of the execution of the Unit Agreement for the Development and Operation of the **Crow Field, Mule Unit,** County of **Weld,** State of Colorado dated effective as of the Effective Date, in form approved by the Colorado Oil and Gas Conservation Commission under Docket No. 1510000629, the undersigned (whether one or more) hereby expressly joins said Unit Agreement and ratifies, approves, adopts and confirms said Unit Agreement as fully as though the undersigned has executed the original agreement.

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This Ratification and Joinder of Unit Agreement shall be binding upon the undersigned, his, her or its heirs, devisees, executors, assigns or successors in interest.

EXECUTED this 15th day of September, 2015.

Print Name and Title: DR. Donald E. Green, CEO

Company/Organization: Buckingham Land & Oil, LLC

Signature: Dr Donald E. Green

Address: 1721 N. Highgrove Ct.
Myrtle Beach, SC 29575

ACKNOWLEDGMENT

STATE OF South Carolina

) ss.

COUNTY OF Horry)

The forgoing instrument was acknowledged before me by Dr. Donald E. Green

This 15 day of September, 2015

WITNESS my hand and official seal.

My Commission Expires:

05/20/2021

Notary Public

CHARLES TIMOTHY SMITHERS
My Commission Expires
NOTARY PUBLIC
05-20-2021
SOUTH CAROLINA

RATIFICATION AND JOINDER OF UNIT AGREEMENT

In consideration of the execution of the Unit Agreement for the Development and Operation of the **Crow Field, Mule Unit,** County of Weld, State of Colorado dated effective as of the Effective Date, in form approved by the Colorado Oil and Gas Conservation Commission under Docket No. 1510000629, the undersigned (whether one or more) hereby expressly joins said Unit Agreement and ratifies, approves, adopts and confirms said Unit Agreement as fully as though the undersigned has executed the original agreement.

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This Ratification and Joinder of Unit Agreement shall be binding upon the undersigned, his, her or its heirs, devisees, executors, assigns or successors in interest.

EXECUTED this 14 day of September, 2015.

Print Name and Title: Virginia J Haney Fontaine

Company/Organization: Mineral Owner

Signature: Virginia Fontaine - Gaylen U. Sutton

Address: 14169 N. 102nd Ave

Northglenn, CO

80260

ACKNOWLEDGMENT

STATE OF Colorado)

) ss.

COUNTY OF Adams)

The forgoing instrument was acknowledged before me by Virginia J Haney Fontaine

This 14 day of September, 2015

WITNESS my hand and official seal.

My Commission Expires:

April 20, 2019

Jordyn White

Notary Public

JORDYN WHITE
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20154015728
MY COMMISSION EXPIRES APRIL 20, 2019

RATIFICATION AND JOINDER OF UNIT AGREEMENT

In consideration of the execution of the Unit Agreement for the Development and Operation of the **Crow Field, Mule Unit,** County of Weld, State of Colorado dated effective as of the Effective Date, in form approved by the Colorado Oil and Gas Conservation Commission under Docket No. 1510000629, the undersigned (whether one or more) hereby expressly joins said Unit Agreement and ratifies, approves, adopts and confirms said Unit Agreement as fully as though the undersigned has executed the original agreement.

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This Ratification and Joinder of Unit Agreement shall be binding upon the undersigned, his, her or its heirs, devisees, executors, assigns or successors in interest.

EXECUTED this 11th day of September, 2015.

Print Name and Title: Bonnie Dorn - Mineral Interest owner

Company/Organization: _____

Signature: Bonnie Dorn

Address: 15442 Hwy. 144
Fort Morgan, CO 80701

ACKNOWLEDGMENT

STATE OF Colorado)
) ss.
COUNTY OF Morgan)

The forgoing instrument was acknowledged before me by Bonnie Dorn.

This 11th day of September, 2015

WITNESS my hand and official seal.

My Commission Expires:
12-12-17

Trista Cobbley
Notary Public

TRISTA MARIE COBBLEY
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20134077325
MY COMMISSION EXPIRES 12-12-2017

RATIFICATION AND JOINDER OF UNIT AGREEMENT

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This Ratification and Joinder of Unit Agreement shall be binding upon the undersigned, his, her or its heirs, devisees, executors, assigns or successors in interest.

EXECUTED this 16 day of Sept., 2015.

Print Name and Title: Donald L. Wickstrom

Company/Organization: _____

Signature: Donald L Wickstrom

Address: 33176 Rd 3
Orchard, Colo. 80649

ACKNOWLEDGMENT

STATE OF Colorado)
) ss.
COUNTY OF Morgan)

The forgoing instrument was acknowledged before me by Donald L Wickstrom

This 16 day of Sep, 2015

WITNESS my hand and official seal.

My Commission Expires:
March 19 2015

Notary Public

ARIAM UNG CHAVIANO
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20154011369
MY COMMISSION EXPIRES MARCH 19, 2019

RATIFICATION AND JOINDER OF UNIT AGREEMENT

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This Ratification and Joinder of Unit Agreement shall be binding upon the undersigned, his, her or its heirs, devisees, executors, assigns or successors in interest.

EXECUTED this 16 day of Sept, 2015.

Print Name and Title: Wayne Dwight Thomas Trust

Company/Organization: _____

Signature: Wayne D. Thomas

Address: 657 S. 2100 W.
Vernal, Utah
84078

ACKNOWLEDGMENT

STATE OF Utah)
) ss.
COUNTY OF Uintah)

The forgoing instrument was acknowledged before me by Wayne Thomas

This 16 day of September, 2015

WITNESS my hand and official seal.

My Commission Expires:

12-10-18

Michael Zeke Atwood
Notary Public

MICHAEL ZEKE ATWOOD
Notary Public
State of Utah
Comm. No. 680589
My Comm. Expires Dec 10, 2018

RATIFICATION AND JOINDER OF UNIT AGREEMENT

In consideration of the execution of the Unit Agreement for the Development and Operation of the **Crow Field, Mule Unit,** County of Weld, State of Colorado dated effective as of the Effective Date, in form approved by the Colorado Oil and Gas Conservation Commission under Docket No. 1510000629, the undersigned (whether one or more) hereby expressly joins said Unit Agreement and ratifies, approves, adopts and confirms said Unit Agreement as fully as though the undersigned has executed the original agreement.

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This Ratification and Joinder of Unit Agreement shall be binding upon the undersigned, his, her or its heirs, devisees, executors, assigns or successors in interest.

EXECUTED this ____ day of _____, 2015.

Print Name and Title: MARK LUER

Company/Organization: _____

Signature: _____

Address: POBOX 1262

GRAPEVINE, TX 76099

_____

ACKNOWLEDGMENT

STATE OF Texas)

) ss.

COUNTY OF Tarrant)

The forgoing instrument was acknowledged before me by _____.

This 17 day of September, 2015

WITNESS my hand and official seal.

My Commission Expires:

DAVID P. TURNER
Notary Public
STATE OF TEXAS
My Comm. Exp. 01-06-19

_____
Notary Public

RATIFICATION AND JOINDER OF UNIT AGREEMENT

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This Ratification and Joinder of Unit Agreement shall be binding upon the undersigned, his, her or its heirs, devisees, executors, assigns or successors in interest.

EXECUTED this 22 day of September, 2015.

Print Name and Title: Katherine Sperr

Company/Organization: _____

Signature: Katherine Sperr

Address: 335 S. York St.
Denver, Colo
80209

ACKNOWLEDGMENT

STATE OF Colorado)
) ss.
COUNTY OF Denver)

The forgoing instrument was acknowledged before me by Katherine Sperr.

This 22 day of September, 2015

WITNESS my hand and official seal.

My Commission Expires:

6-23-18

Notary Public

CRANFORD DELANO NEWELL JR.
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20104017096
MY COMMISSION EXPIRES JUNE 23, 2018

RATIFICATION AND JOINDER OF UNIT AGREEMENT

In consideration of the execution of the Unit Agreement for the Development and Operation of the **Crow Field, Mule Unit,** County of Weld, State of Colorado dated effective as of the Effective Date, in form approved by the Colorado Oil and Gas Conservation Commission under Docket No. 1510000629, the undersigned (whether one or more) hereby expressly joins said Unit Agreement and ratifies, approves, adopts and confirms said Unit Agreement as fully as though the undersigned has executed the original agreement.

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This Ratification and Joinder of Unit Agreement shall be binding upon the undersigned, his, her or its heirs, devisees, executors, assigns or successors in interest.

EXECUTED this 22 day of September, 2015.

Print Name and Title: Benjamin V. Sperr

Company/Organization: _____

Signature: Benjamin V. Sperr

Address: 335 S. York St
Denver, Colo
80209

ACKNOWLEDGMENT

STATE OF Colorado)

) ss.

COUNTY OF Denver)

The forgoing instrument was acknowledged before me by Benjamin Sperr.

This 22 day of September, 2015

WITNESS my hand and official seal.

My Commission Expires:

6-23-18

Notary Public

CRANFORD DELANO NEWELL JR.
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20104017096
MY COMMISSION EXPIRES JUNE 23, 2018

RATIFICATION AND JOINDER OF UNIT AGREEMENT

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This Ratification and Joinder of Unit Agreement shall be binding upon the undersigned, his, her or its heirs, devisees, executors, assigns or successors in interest.

EXECUTED this 23rd day of September, 2015.

Print Name and Title: Gene F. Lang & Co.

Company/Organization: Colorado Corp.

Signature: [signature]

Address:

GENE F. LANG & CO.
19751 E Mainstreet, Ste 339
Parker, CO 80138

ACKNOWLEDGMENT

STATE OF Colorado)

) ss.

COUNTY OF Douglas)

The forgoing instrument was acknowledged before me by Gene F. Lang

This 23 day of SEPT, 2015

WITNESS my hand and official seal.

My Commission Expires:

BRENDA S PIERCE
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20014006183
MY COMMISSION EXPIRES MAY 06, 2017

[signature]

Notary Public

RATIFICATION AND JOINDER OF UNIT AGREEMENT

In consideration of the execution of the Unit Agreement for the Development and Operation of the **Crow Field, Mule Unit,** County of Weld, State of Colorado dated effective as of the Effective Date, in form approved by the Colorado Oil and Gas Conservation Commission under Docket No. 1510000629, the undersigned (whether one or more) hereby expressly joins said Unit Agreement and ratifies, approves, adopts and confirms said Unit Agreement as fully as though the undersigned has executed the original agreement.

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This Ratification and Joinder of Uriit Agreement shall be binding upon the undersigned, his, her or its heirs, devisees, executors, assigns or successors in interest.

EXECUTED this 18 day of SEPTEMBER, 2015.

Print Name and Title: KENNETH S. HOWELL, TRUSTEE

Company/Organization: HOWELL FAMILY REVOCABLE TRUST

Signature: K S Howell

Address: 6432 N. WESTERN AVE.
OKLAHOMA CITY, OK
73116

ACKNOWLEDGMENT

STATE OF Oklahoma)
) ss.
COUNTY OF Oklahoma)

The forgoing instrument was acknowledged before me by Kenneth S. Howell.

This 18th day of September, 2015

WITNESS my hand and official seal.

My Commission Expires:

6-24-17

LAURA H. TIRRELL NOTARY # 05005820 EXP. 06/24/17 PUBLIC STATE OF OKLAHOMA

Notary Public

RATIFICATION AND JOINDER OF UNIT AGREEMENT

In consideration of the execution of the Unit Agreement for the Development and Operation of the **Crow Field, Mule Unit,** County of Weld, State of Colorado dated effective as of the Effective Date, in form approved by the Colorado Oil and Gas Conservation Commission under Docket No. 1510000629, the undersigned (whether one or more) hereby expressly joins said Unit Agreement and ratifies, approves, adopts and confirms said Unit Agreement as fully as though the undersigned has executed the original agreement.

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This Ratification and Joinder of Unit Agreement shall be binding upon the undersigned, his, her or its heirs, devisees, executors, assigns or successors in interest.

EXECUTED this 22 day of September, 2015.

Print Name and Title: _____

Company/Organization: Apple Creek LLC

Signature: J. Spear

Address: 335 S. York St.
Denver Colo
80209

ACKNOWLEDGMENT

STATE OF Colorado)
) ss.
COUNTY OF Denver)

The forgoing instrument was acknowledged before me by J. Tom Spear.

This 22 day of September, 2015

WITNESS my hand and official seal.

My Commission Expires:

6-23-18

Notary Public

CRANFORD DELANO NEWELL JR.
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20104017096
MY COMMISSION EXPIRES JUNE 23, 2018

Bemuco Minerals, LLC

RATIFICATION AND JOINDER OF UNIT AGREEMENT

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This Ratification and Joinder of Unit Agreement shall be binding upon the undersigned, his, her or its heirs, devisees, executors, assigns or successors in interest.

EXECUTED this 23 day of September, 2015.

Print Name and Title: Tracey L Luxenburg, Sole Member

Company/Organization: _____

Signature: Tracy L Luxenburg

Address: 5 Bradford Way
Farmington, CT 06032

ACKNOWLEDGMENT

STATE OF Connecticut)
) ss. West Hartford
COUNTY OF Hartford)

The forgoing instrument was acknowledged before me by Tracey L Luxenburg.

This 23rd day of September, 2015

WITNESS my hand and official seal.

My Commission Expires:

12/31/18

Annmarie H. Sullivan

Notary Public

RATIFICATION AND JOINDER OF UNIT AGREEMENT

In consideration of the execution of the Unit Agreement for the Development and Operation of the **Crow Field, Mule Unit,** County of Weld, State of Colorado dated effective as of the Effective Date, in form approved by the Colorado Oil and Gas Conservation Commission under Docket No. 1510000629, the undersigned (whether one or more) hereby expressly joins said Unit Agreement and ratifies, approves, adopts and confirms said Unit Agreement as fully as though the undersigned has executed the original agreement.

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This Ratification and Joinder of Unit Agreement shall be binding upon the undersigned, his, her or its heirs, devisees, executors, assigns or successors in interest.

EXECUTED this 9 day of SEPT., 2015.

Print Name and Title: JAMES RUSSELL : PRES.

Company/Organization: DUNN OIL LLC

Signature:

Address:
450 I ST
LINCOLN, NE. 68510

ACKNOWLEDGMENT

STATE OF Nebraska)

) ss.

COUNTY OF Lancaster)

The forgoing instrument was acknowledged before me by James Russell.

This 25 day of September, 2015

WITNESS my hand and official seal.

My Commission Expires:

May 16 2016

Notary Public

GENERAL NOTARY - State of Nebraska
JONAH Z. HAMILTON
My Comm. Exp. May 16, 2016

RATIFICATION AND JOINDER OF UNIT AGREEMENT

In consideration of the execution of the Unit Agreement for the Development and Operation of the **Crow Field, Mule Unit,** County of Weld, State of Colorado dated effective as of the Effective Date, in form approved by the Colorado Oil and Gas Conservation Commission under Docket No. 1510000629, the undersigned (whether one or more) hereby expressly joins said Unit Agreement and ratifies, approves, adopts and confirms said Unit Agreement as fully as though the undersigned has executed the original agreement.

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This Ratification and Joinder of Unit Agreement shall be binding upon the undersigned, his, her or its heirs, devisees, executors, assigns or successors in interest.

EXECUTED this 21st day of September, 2015.

Print Name and Title: Hani Tabally, President

Company/Organization: Hydrocarbon Holdings, Ltd

Signature: [signature]

Address: 9302 S. 83rd Ct.

Hickory Hills, IL 60457

ACKNOWLEDGMENT

STATE OF Illinois)

) ss.

COUNTY OF Cook)

The forgoing instrument was acknowledged before me by Hani Tabally.

This 21st day of September, 2015

WITNESS my hand and official seal.

My Commission Expires:

3-7-16

Official Seal
Saraee Vandrasan
Notary Public State of Illinois
My Commission Expires 03/07/2016

[signature]

Notary Public

RATIFICATION AND JOINDER OF UNIT AGREEMENT

In consideration of the execution of the Unit Agreement for the Development and Operation of the **Crow Field, Mule Unit,** County of Weld, State of Colorado dated effective as of the Effective Date, in form approved by the Colorado Oil and Gas Conservation Commission under Docket No. 1510000629, the undersigned (whether one or more) hereby expressly joins said Unit Agreement and ratifies, approves, adopts and confirms said Unit Agreement as fully as though the undersigned has executed the original agreement.

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This Ratification and Joinder of Unit Agreement shall be binding upon the undersigned, his, her or its heirs, devisees, executors, assigns or successors in interest.

EXECUTED this 18 day of September, 2015.

Print Name and Title: Monte Naylor

Company/Organization: GTS Energy Consulting

Signature: Monte Naylor

Address: 8644 E. 29th Place

Denver, CO, 80238

ACKNOWLEDGMENT

STATE OF Colorado)

) ss.

COUNTY OF Denver)

The forgoing instrument was acknowledged before me by Monte L. Naylor

This 18 day of September, 2015

WITNESS my hand and official seal.

My Commission Expires:

March 30, 2016

Notary Public

Notary Public
Marycruz Ortiz-Monge
State of Colorado
My Commission Expires March 30, 2016

RATIFICATION AND JOINDER OF UNIT AGREEMENT

In consideration of the execution of the Unit Agreement for the Development and Operation of the **Crow Field, Mule Unit,** County of Weld, State of Colorado dated effective as of the Effective Date, in form approved by the Colorado Oil and Gas Conservation Commission under Docket No. 1510000629, the undersigned (whether one or more) hereby expressly joins said Unit Agreement and ratifies, approves, adopts and confirms said Unit Agreement as fully as though the undersigned has executed the original agreement.

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This Ratification and Joinder of Unit Agreement shall be binding upon the undersigned, his, her or its heirs, devisees, executors, assigns or successors in interest.

EXECUTED this 17 day of September 2015.

Print Name and Title: Marjorie B. Doty
MARJORIE B DOTY

Company/Organization: _____

Signature: Marjorie B. Doty

Address: 190 NE Juniper Lat.
Cedaredge, Co 81413

_____

ACKNOWLEDGMENT

STATE OF Colorado)

) ss.

COUNTY OF Delta)

The forgoing instrument was acknowledged before me by Marjorie B Doty.

This 17 day of September, 2015

WITNESS my hand and official seal.

My Commission Expires:

12/~~16~~ 17/16
AM

Ann Mayne

Notary Public

ANN E MAYNE
Notary Public
State of Colorado
Notary ID 20084041858
My Commission Expires Dec 17, 2016

RATIFICATION AND JOINDER OF UNIT AGREEMENT

In consideration of the execution of the Unit Agreement for the Development and Operation of the **Crow Field, Mule Unit,** County of Weld, State of Colorado dated effective as of the Effective Date, in form approved by the Colorado Oil and Gas Conservation Commission under Docket No. 1510000629, the undersigned (whether one or more) hereby expressly joins said Unit Agreement and ratifies, approves, adopts and confirms said Unit Agreement as fully as though the undersigned has executed the original agreement.

This Ratification and Joinder shall be effective as to the undersigned's interest in any lands and leases, and royalties presently held or which may arise under existing option agreements or other interest in unitized substances, covering the lands within the Unit Area in which the undersigned may be found to have an oil and gas interest.

This Ratification and Joinder of Unit Agreement shall be binding upon the undersigned, his, her or its heirs, devisees, executors, assigns or successors in interest.

EXECUTED this 22 day of September, 2015.

Print Name and Title: Phyllis Doty

Company/Organization: _____

Signature: Phyllis Doty

Address: P.O. Box 4366
Dowling Park
Florida 32064

ACKNOWLEDGMENT

STATE OF Florida)
) ss.
COUNTY OF Suwannee)

The forgoing instrument was acknowledged before me by Phyllis Doty

This 22 day of September, 2015

WITNESS my hand and official seal.

My Commission Expires:

NOTARY PUBLIC STATE OF FLORIDA
JENNI MAULDEN ROBERTS
MY COMMISSION # FF 155376
EXPIRES: August 27, 2018
Bonded Thru Budget Notary Services

Jenni M. Roberts
Notary Public

RATIFICATION AND JOINDER OF UNIT AGREEMENT

In consideration of the execution of the Unit Agreement for the Development and Operation of the **Crow Field, Mule Unit,** County of Weld, State of Colorado dated effective as of the Effective Date, in form approved by the Colorado Oil and Gas Conservation Commission under Docket No. 1510000629, the undersigned (whether one or more) hereby expressly joins said Unit Agreement and ratifies, approves, adopts and confirms said Unit Agreement as fully as though the undersigned has executed the original agreement.

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This Ratification and Joinder of Unit Agreement shall be binding upon the undersigned, his, her or its heirs, devisees, executors, assigns or successors in interest.

EXECUTED this 25th day of September, 2015.

Print Name and Title: Virginia L. Hammond

Company/Organization: N/A

Signature: Virginia L Hammond

Address: 991 Westflower Ln
Florence, KY 41042

ACKNOWLEDGMENT

STATE OF Kentucky)
) ss.
COUNTY OF Boone)

The forgoing instrument was acknowledged before me by Virginia L Hammond.

This 25th day of Sept, 2015

WITNESS my hand and official seal.

My Commission Expires:

June 25, 2017

Nilam Bichkar

Notary Public

NILAM BICHKAR
NOTARY PUBLIC
ID NO. 451648
MY COMMISSION EXPIRES 6/25/2017
STATE AT LARGE, KY.

RATIFICATION AND JOINDER OF UNIT AGREEMENT

In consideration of the execution of the Unit Agreement for the Development and Operation of the **Crow Field, Mule Unit,** County of Weld, State of Colorado dated effective as of the Effective Date, in form approved by the Colorado Oil and Gas Conservation Commission under Docket No. 1510000629, the undersigned (whether one or more) hereby expressly joins said Unit Agreement and ratifies, approves, adopts and confirms said Unit Agreement as fully as though the undersigned has executed the original agreement.

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This Ratification and Joinder of Unit Agreement shall be binding upon the undersigned, his, her or its heirs, devisees, executors, assigns or successors in interest.

EXECUTED this 26th day of October, 2015.

Print Name and Title: Ronald Paul

Company/Organization: N/A

Signature: Ronald Paul

Address: 2549 E Claxton Rd
Gilbert, AZ 85297

ACKNOWLEDGMENT

STATE OF Arizona)
) ss.
COUNTY OF Maricopa)

The forgoing instrument was acknowledged before me by Ronald ~~& Deborah~~ VP Paul.

This 26 day of October, 2015

WITNESS my hand and official seal.

My Commission Expires:
07/31/18

Vanessa Forseth
Notary Public

VANESSA FORSETH
Notary Public - Arizona
Maricopa County
My Comm. Expires Jul 31, 2018

RATIFICATION AND JOINDER OF UNIT AGREEMENT

In consideration of the execution of the Unit Agreement for the Development and Operation of the **Crow Field, Mule Unit,** County of Weld, State of Colorado dated effective as of the Effective Date, in form approved by the Colorado Oil and Gas Conservation Commission under Docket No. 1510000629, the undersigned (whether one or more) hereby expressly joins said Unit Agreement and ratifies, approves, adopts and confirms said Unit Agreement as fully as though the undersigned has executed the original agreement.

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This Ratification and Joinder of Unit Agreement shall be binding upon the undersigned, his, her or its heirs, devisees, executors, assigns or successors in interest.

EXECUTED this 27 day of October, 2015.

Print Name and Title: KEYBANK NATIONAL ASSOCIATION, SUCCESSOR CO/TRUSTEE FOR THE

Company/Organization: GEORGE A. DOLL T/W

Signature: by: Elizabeth Whitt
ITS: TRUST REAL ESTATE OFFICER

Address: 101 S. MAIN STREET
ELKHART, IN
46516

ACKNOWLEDGMENT

STATE OF Indiana)
) ss.
COUNTY OF Elkhart)

The forgoing instrument was acknowledged before me by Elizabeth Whitt.

This 27 day of October, 2015

WITNESS my hand and official seal.

My Commission Expires:

TAMMERA K WINE
Notary Public, State of Indiana
Elkhart County
My Commission Expires
12/14/22

Tammera K Wine
Notary Public

RATIFICATION AND JOINDER OF UNIT AGREEMENT

In consideration of the execution of the Unit Agreement for the Development and Operation of the **Crow Field, Mule Unit**, County of Weld, State of Colorado dated effective as of the Effective Date, in form approved by the Colorado Oil and Gas Conservation Commission under Docket No. 1510000629, the undersigned (whether one or more) hereby expressly joins said Unit Agreement and ratifies, approves, adopts and confirms said Unit Agreement as fully as though the undersigned has executed the original agreement.

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This Ratification and Joinder of Unit Agreement shall be binding upon the undersigned, his, her or its heirs, devisees, executors, assigns or successors in interest.

EXECUTED this 23rd day of October, 2015.

Print Name and Title: Gale Susan Frady

Company/Organization:

Signature: Gale Susan Frady

Address: 507 Sulgrave Drive
Columbia, SC 29210

ACKNOWLEDGMENT

STATE OF S.C.)
) ss.
COUNTY OF Lexington

The forgoing instrument was acknowledged before me by Gale Susan Frady

This 23 day of October, 2015

WITNESS my hand and official seal.

My Commission Expires:
My Commission Expires October 7, 2024

Monica English

Notary Public

RATIFICATION AND JOINDER OF UNIT AGREEMENT

In consideration of the execution of the Unit Agreement for the Development and Operation of the **Crow Field, Mule Unit,** County of Weld, State of Colorado dated effective as of the Effective Date, in form approved by the Colorado Oil and Gas Conservation Commission under Docket No. 1510000629, the undersigned (whether one or more) hereby expressly joins said Unit Agreement and ratifies, approves, adopts and confirms said Unit Agreement as fully as though the undersigned has executed the original agreement.

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This Ratification and Joinder of Unit Agreement shall be binding upon the undersigned, his, her or its heirs, devisees, executors, assigns or successors in interest.

EXECUTED this 29th day of October, 2015.

Print Name and Title: Andrew Prebisch

Company/Organization: _____

Signature: _____

Address: 3439 E. Poinsettia Dr
Phoenix, AZ 85028

ACKNOWLEDGMENT

STATE OF Arizona)
) ss.
COUNTY OF Maricopa)

The forgoing instrument was acknowledged before me by Andrew Prebisch

This 29th day of October, 2015

WITNESS my hand and official seal.

My Commission Expires:
08-30-2016

Michael J. Wiedel
Notary Public

NOTARY PUBLIC
STATE OF ARIZONA
Maricopa County
MICHAEL J. WIEDEL
My Commission Expires 08/30/2016

RATIFICATION AND JOINDER OF UNIT AGREEMENT

In consideration of the execution of the Unit Agreement for the Development and Operation of the **Crow Field, Mule Unit,** County of Weld, State of Colorado dated effective as of the Effective Date, in form approved by the Colorado Oil and Gas Conservation Commission under Docket No. 1510000629, the undersigned (whether one or more) hereby expressly joins said Unit Agreement and ratifies, approves, adopts and confirms said Unit Agreement as fully as though the undersigned has executed the original agreement.

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This Ratification and Joinder of Unit Agreement shall be binding upon the undersigned, his, her or its heirs, devisees, executors, assigns or successors in interest.

EXECUTED this 26th day of October, 2015.

Print Name and Title: Ronald Paul Deborah Hobbs

Company/Organization: N/A

Signature: Ronald Paul Deborah Hobbs

Address: 2549 E Claxton Rd

Gilbert, AZ 85297

ACKNOWLEDGMENT

STATE OF Arizona)

) ss.

COUNTY OF Maricopa)

The forgoing instrument was acknowledged before me by Ronald Paul & Deborah Hobbs

This 26 day of October, 2015

WITNESS my hand and official seal.

My Commission Expires:

07/31/18

Vanessa Forseth

Notary Public

VANESSA FORSETH
Notary Public - Arizona
Maricopa County
My Comm. Expires Jul 31, 2018

RATIFICATION AND JOINDER OF UNIT AGREEMENT

In consideration of the execution of the Unit Agreement for the Development and Operation of the **Crow Field, Mule Unit,** County of Weld, State of Colorado dated effective as of the Effective Date, in form approved by the Colorado Oil and Gas Conservation Commission under Docket No. 1510000629, the undersigned (whether one or more) hereby expressly joins said Unit Agreement and ratifies, approves, adopts and confirms said Unit Agreement as fully as though the undersigned has executed the original agreement.

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This Ratification and Joinder of Unit Agreement shall be binding upon the undersigned, his, her or its heirs, devisees, executors, assigns or successors in interest.

EXECUTED this 7th day of October, 2015.

Print Name and Title: Retha P. McVey

Company/Organization: _____

Signature: Retha P. McVey

Address: 13215 Braun Road

Golden, CO 80401

ACKNOWLEDGMENT

STATE OF Colorado)

) ss.

COUNTY OF Denver)

The forgoing instrument was acknowledged before me by Retha P. McVey.

This 29 day of October, 2015

WITNESS my hand and official seal.

My Commission Expires:

2/22/2016

Marta E. Reid

Notary Public

MARTA E. REID NOTARY PUBLIC STATE OF COLORADO

My Commission Expires 02/22/2016

RATIFICATION AND JOINDER OF UNIT AGREEMENT

In consideration of the execution of the Unit Agreement for the Development and Operation of the **Crow Field, Mule Unit,** County of Weld, State of Colorado dated effective as of the Effective Date, in form approved by the Colorado Oil and Gas Conservation Commission under Docket No. 1510000629, the undersigned (whether one or more) hereby expressly joins said Unit Agreement and ratifies, approves, adopts and confirms said Unit Agreement as fully as though the undersigned has executed the original agreement.

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This Ratification and Joinder of Unit Agreement shall be binding upon the undersigned, his, her or its heirs, devisees, executors, assigns or successors in interest.

EXECUTED this 20 day of October, 2015.

Print Name and Title: KAREN R NELSON

Company/Organization: _____

Signature: Karen R Nelson

Address: 3903 30th St. Road
Greeley, Co 80634

ACKNOWLEDGMENT

STATE OF Colorado)
) ss.
COUNTY OF Weld)

The forgoing instrument was acknowledged before me by Karen R Nelson.

This 20th day of October, 2015

WITNESS my hand and official seal.

My Commission Expires:
07-07-2019

SHAWN M. WYBURN NOTARY PUBLIC STATE OF COLORADO

Notary Public

RATIFICATION AND JOINDER OF UNIT AGREEMENT

In consideration of the execution of the Unit Agreement for the Development and Operation of the **Crow Field, Mule Unit**, County of Weld, State of Colorado dated effective as of the Effective Date, in form approved by the Colorado Oil and Gas Conservation Commission under Docket No. 1510000629, the undersigned (whether one or more) hereby expressly joins said Unit Agreement and ratifies, approves, adopts and confirms said Unit Agreement as fully as though the undersigned has executed the original agreement.

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This Ratification and Joinder of Unit Agreement shall be binding upon the undersigned, his, her or its heirs, devisees, executors, assigns or successors in interest.

EXECUTED this 19 day of October, 2015.

Print Name and Title: KATHRYN O. BOMHOLT

Company/Organization: _____

Signature: Kathryn O. Bomholt

Address: 26164 S Troy Ct
Aurora Co 80014

ACKNOWLEDGMENT

STATE OF Colorado)
) ss.
COUNTY OF Arapahoe)

The forgoing instrument was acknowledged before me by Kathryn O. Bomholt

This 19 day of October, 2015

WITNESS my hand and official seal.

My Commission Expires:

May 28, 2019

Notary Public

JENNIFER REBECCA THOMPSON
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20164020908
MY COMMISSION EXPIRES MAY 28, 2019

RATIFICATION AND JOINDER OF UNIT AGREEMENT

In consideration of the execution of the Unit Agreement for the Development and Operation of the **Crow Field, Mule Unit,** County of Weld, State of Colorado dated effective as of the Effective Date, in form approved by the Colorado Oil and Gas Conservation Commission under Docket No. 1510000629, the undersigned (whether one or more) hereby expressly joins said Unit Agreement and ratifies, approves, adopts and confirms said Unit Agreement as fully as though the undersigned has executed the original agreement.

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This Ratification and Joinder of Unit Agreement shall be binding upon the undersigned, his, her or its heirs, devisees, executors, assigns or successors in interest.

EXECUTED this 23rd day of October, 2015.

Print Name and Title: James Sims
Joan Sims

Company/Organization: _____

Signature: James Sims, Joan Sims

Address: 10550 W. 34 Pl.
Wheat Ridge, Co. 80033

_____

ACKNOWLEDGMENT

STATE OF Colorado)
) ss.
COUNTY OF Jefferson)

JANETH CASTANON CASTRO
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20154001822
MY COMMISSION EXPIRES JANUARY 14, 2019

The forgoing instrument was acknowledged before me by James Sims and Joan Sims

This 23rd day of October, 2015

WITNESS my hand and official seal.

My Commission Expires:

January 14 2019

Notary Public

RATIFICATION AND JOINDER OF UNIT AGREEMENT

In consideration of the execution of the Unit Agreement for the Development and Operation of the **Crow Field, Mule Unit,** County of Weld, State of Colorado dated effective as of the Effective Date, in form approved by the Colorado Oil and Gas Conservation Commission under Docket No. 1510000629, the undersigned (whether one or more) hereby expressly joins said Unit Agreement and ratifies, approves, adopts and confirms said Unit Agreement as fully as though the undersigned has executed the original agreement.

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This Ratification and Joinder of Unit Agreement shall be binding upon the undersigned, his, her or its heirs, devisees, executors, assigns or successors in interest.

EXECUTED this 22 day of October, 2015.

Print Name and Title: VINCENT YOHE, OWNER

Company/Organization: _____

Signature: Vincent Yohe

Address: PO BOX 53
SUN RIVER, MT.
59483

ACKNOWLEDGMENT

STATE OF MONTANA)
) ss.
COUNTY OF CASCADE)

The forgoing instrument was acknowledged before me by VINCENT YOHE.

This 22 day of OCTOBER, 2015

WITNESS my hand and official seal.

My Commission Expires:
04.26.2017

Connie C. Peck
Notary Public

CONNIE A PECK
NOTARY PUBLIC for the
State of Montana
Residing at Great Falls, Montana
My Commission Expires
April 26, 2017

RATIFICATION AND JOINDER OF UNIT AGREEMENT

In consideration of the execution of the Unit Agreement for the Development and Operation of the **Crow Field, Mule Unit**, County of Weld, State of Colorado dated effective as of the Effective Date, in form approved by the Colorado Oil and Gas Conservation Commission under Docket No. 1510000629, the undersigned (whether one or more) hereby expressly joins said Unit Agreement and ratifies, approves, adopts and confirms said Unit Agreement as fully as though the undersigned has executed the original agreement.

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This Ratification and Joinder of Unit Agreement shall be binding upon the undersigned, his, her or its heirs, devisees, executors, assigns or successors in interest.

EXECUTED this 2 day of Oct, 2015.

Print Name and Title: Madra Fulton

Company/Organization: NA

Signature: [illegible]

Address: 317 Magellan Dr
Pacifica, CA 94044

ACKNOWLEDGMENT

STATE OF California)
) ss.
COUNTY OF San Mateo)

The forgoing instrument was acknowledged before me by Madra Fulton.

This 2nd day of October, 2015

WITNESS my hand and official seal.

My Commission Expires:
06/28/2019

ALOHA BERNARTE
COMM. #2117574
NOTARY PUBLIC • CALIFORNIA
SAN MATEO COUNTY
Commission Expires JUN 28, 2019

ABernarte
Notary Public

RATIFICATION AND JOINDER OF UNIT AGREEMENT

In consideration of the execution of the Unit Agreement for the Development and Operation of the **Crow Field, Mule Unit,** County of Weld, State of Colorado dated effective as of the Effective Date, in form approved by the Colorado Oil and Gas Conservation Commission under Docket No. 1510000629, the undersigned (whether one or more) hereby expressly joins said Unit Agreement and ratifies, approves, adopts and confirms said Unit Agreement as fully as though the undersigned has executed the original agreement.

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This Ratification and Joinder of Unit Agreement shall be binding upon the undersigned, his, her or its heirs, devisees, executors, assigns or successors in interest.

EXECUTED this 24 day of September, 2015.

Print Name and Title: Rebecca R. Van Lith

Company/Organization: _____

Signature: [illegible]

Address: 14636 Grove St

Healdsburg, CA 95448

ACKNOWLEDGMENT

STATE OF _____)

) ss.

COUNTY OF _____)

PLEASE SEE attached

The forgoing instrument was acknowledged before me by _____.

This ___ day of _____, 2015

WITNESS my hand and official seal.

My Commission Expires:

_____

_____

Notary Public

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT **CIVIL CODE § 1189**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of SONOMA)

On SEPTEMBER 24, 2015 before me, Joanne P. CLARK,
Date *Here Insert Name and Title of the Officer*

personally appeared Rebecca R. Van LITH
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) ~~is/are~~ subscribed to the within instrument and acknowledged to me that ~~he/she/they~~ executed the same in ~~his/her/their~~ authorized capacity(~~ies~~), and that by ~~his/her/their~~ signature(~~s~~) on the instrument the person(~~s~~), or the entity upon behalf of which the person(~~s~~) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

JOANNE P. CLARK
Commission # 2042526
Notary Public - California
Sonoma County
My Comm. Expires Oct 11, 2017

Signature _____
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document CRAWFORD MULE ENHANCED OIL RECOVERY UNIT - WELD, COLORADO
Title or Type of Document: RATIFICATION AND JOINDER OF UNIT AGREEMENT Document Date: 9/11/15
Number of Pages: 1 Signer(s) Other Than Named Above: NONE

Capacity(ies) Claimed by Signer(s)

Signer's Name: Rebecca R. Van LITH
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other: _____
Signer Is Representing: SELF

Signer's Name: _____
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other: _____
Signer Is Representing: _____

RATIFICATION AND JOINDER OF UNIT AGREEMENT

In consideration of the execution of the Unit Agreement for the Development and Operation of the **Crow Field, Mule Unit,** County of Weld, State of Colorado dated effective as of the Effective Date, in form approved by the Colorado Oil and Gas Conservation Commission under Docket No. 1510000629, the undersigned (whether one or more) hereby expressly joins said Unit Agreement and ratifies, approves, adopts and confirms said Unit Agreement as fully as though the undersigned has executed the original agreement.

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This Ratification and Joinder of Unit Agreement shall be binding upon the undersigned, his, her or its heirs, devisees, executors, assigns or successors in interest.

EXECUTED this 6th day of October, 2015.

Print Name and Title: Edward G. Skeeters
Managing Partner

Company/Organization: The Skeeters Company

Signature: [signature]

Address: 18221 Sandy Cove
Nassau Bay TX
77058

DONALD R TULL III
NOTARY PUBLIC
STATE OF TEXAS
MY COMM. EXP. 6/21/17

ACKNOWLEDGMENT

STATE OF Texas)
) ss.
COUNTY OF Harris)

The forgoing instrument was acknowledged before me by Edward G. Skeeters.

This 6 day of October, 2015

WITNESS my hand and official seal.

My Commission Expires:
June 21, 2017

[signature]
Notary Public

RATIFICATION AND JOINDER OF UNIT AGREEMENT

In consideration of the execution of the Unit Agreement for the Development and Operation of the **Crow Field, Mule Unit,** County of Weld, State of Colorado dated effective as of the Effective Date, in form approved by the Colorado Oil and Gas Conservation Commission under Docket No. 1510000629, the undersigned (whether one or more) hereby expressly joins said Unit Agreement and ratifies, approves, adopts and confirms said Unit Agreement as fully as though the undersigned has executed the original agreement.

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This Ratification and Joinder of Unit Agreement shall be binding upon the undersigned, his, her or its heirs, devisees, executors, assigns or successors in interest.

EXECUTED this 9th day of October, 2015.

Print Name and Title: Maurice M. Langston, Jr Trustee

Company/Organization: John V. Melton Family Trust

Signature: Maurice M. Langston Jr Trustee

Address: PO Box 10231

Oklahoma City, OK 73101

ACKNOWLEDGMENT

STATE OF Oklahoma)

) ss.

COUNTY OF Oklahoma)

The forgoing instrument was acknowledged before me by Maurice M. Langston Jr

This 9 day of October, 2015

WITNESS my hand and official seal.

My Commission Expires:

08-18-18

CHERI N. KINGSBERRY NOTARY PUBLIC #14007319 EXP. 08/18/18 STATE OF OKLAHOMA

Cheri N. Kingsberry

Notary Public

RATIFICATION AND JOINDER OF UNIT AGREEMENT

In consideration of the execution of the Unit Agreement for the Development and Operation of the **Crow Field, Mule Unit,** County of Weld, State of Colorado dated effective as of the Effective Date, in form approved by the Colorado Oil and Gas Conservation Commission under Docket No. 1510000629, the undersigned (whether one or more) hereby expressly joins said Unit Agreement and ratifies, approves, adopts and confirms said Unit Agreement as fully as though the undersigned has executed the original agreement.

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This Ratification and Joinder of Unit Agreement shall be binding upon the undersigned, his, her or its heirs, devisees, executors, assigns or successors in interest.

EXECUTED this 30 day of Sept, 2015.

Print Name and Title: DONALD F. PIGRINI

Company/Organization:

Signature: [signature]

Address: 3981 SOUTH BIRCH ST.
ENGLEWOOD, CO. 80113

ACKNOWLEDGMENT

STATE OF Colorado)
) ss.
COUNTY OF Denver)

The forgoing instrument was acknowledged before me by Donald F. Pierini

This 30th day of September, 2015

WITNESS my hand and official seal.

My Commission Expires:
12/11/2018

HEATHER E. SCOTT
Notary Public
State of Colorado
Notary ID 20144046817
My Commission Expires Dec 11, 2018

[signature]
Notary Public

RATIFICATION AND JOINDER OF UNIT AGREEMENT

In consideration of the execution of the Unit Agreement for the Development and Operation of the **Crow Field, Mule Unit,** County of Weld, State of Colorado dated effective as of the Effective Date, in form approved by the Colorado Oil and Gas Conservation Commission under Docket No. 1510000629, the undersigned (whether one or more) hereby expressly joins said Unit Agreement and ratifies, approves, adopts and confirms said Unit Agreement as fully as though the undersigned has executed the original agreement.

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This Ratification and Joinder of Unit Agreement shall be binding upon the undersigned, his, her or its heirs, devisees, executors, assigns or successors in interest.

EXECUTED this 30 day of September, 2015.

Print Name and Title: MELINDA BREW, PRESIDENT

Company/Organization: Pepco Inc

Signature: Melinda Brew

Address: 3981 S. BIRCH ST

Englewood CO 80113

ACKNOWLEDGMENT

STATE OF Colorado)

) ss.

COUNTY OF Denver)

The forgoing instrument was acknowledged before me by Melinda Brew.

This 30th day of September, 2015

WITNESS my hand and official seal.

My Commission Expires:

12/11/2018

Notary Public

HEATHER E. SCOTT
Notary Public
State of Colorado
Notary ID 20144046817
My Commission Expires Dec 11, 2018

RATIFICATION AND JOINDER OF UNIT AGREEMENT

In consideration of the execution of the Unit Agreement for the Development and Operation of the **Crow Field, Mule Unit,** County of Weld, State of Colorado dated effective as of the Effective Date, in form approved by the Colorado Oil and Gas Conservation Commission under Docket No. 1510000629, the undersigned (whether one or more) hereby expressly joins said Unit Agreement and ratifies, approves, adopts and confirms said Unit Agreement as fully as though the undersigned has executed the original agreement.

This Ratification and Joinder shall be effective as to the undersigned's interest in any lands and leases, and royalties presently held or which may arise under existing option agreements or other interest in unitized substances, covering the lands within the Unit Area in which the undersigned may be found to have an oil and gas interest.

This Ratification and Joinder of Unit Agreement shall be binding upon the undersigned, his, her or its heirs, devisees, executors, assigns or successors in interest.

EXECUTED this 30 day of Sept., 2015.

Print Name and Title: MELINDA BEW

Company/Organization: _____

Signature: Melinda Bew

Address: 3981 S BIRCH ST
Englewood CO 80113

ACKNOWLEDGMENT

STATE OF Colorado)
) ss.
COUNTY OF Denver)

The forgoing instrument was acknowledged before me by Melinda Bew

This 30th day of September, 2015

WITNESS my hand and official seal.

My Commission Expires:
12/11/2018

HEATHER E. SCOTT
Notary Public
State of Colorado
Notary ID 20144046817
My Commission Expires Dec 11, 2018

Notary Public

RATIFICATION AND JOINDER OF UNIT AGREEMENT

In consideration of the execution of the Unit Agreement for the Development and Operation of the **Crow Field, Mule Unit,** County of Weld, State of Colorado dated effective as of the Effective Date, in form approved by the Colorado Oil and Gas Conservation Commission under Docket No. 1510000629, the undersigned (whether one or more) hereby expressly joins said Unit Agreement and ratifies, approves, adopts and confirms said Unit Agreement as fully as though the undersigned has executed the original agreement.

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This Ratification and Joinder of Unit Agreement shall be binding upon the undersigned, his, her or its heirs, devisees, executors, assigns or successors in interest.

EXECUTED this 30th day of September, 2015.

Print Name and Title: ANNE PIERINI

Company/Organization: _____

Signature: Anne Pierini

Address: 320 E 3rd Ave

Denver, CO 80203

ACKNOWLEDGMENT

STATE OF Colorado)

) ss.

COUNTY OF Denver)

The forgoing instrument was acknowledged before me by Anne Pierini.

This 30th day of September, 2015

WITNESS my hand and official seal.

My Commission Expires:

12/11/2018

HEATHER SCOTT
State of Colorado
Notary ID 20144046817
My Commission Expires Dec 11, 2018

Notary Public

RATIFICATION AND JOINDER OF UNIT AGREEMENT

In consideration of the execution of the Unit Agreement for the Development and Operation of the **Crow Field, Mule Unit,** County of Weld, State of Colorado dated effective as of the Effective Date, in form approved by the Colorado Oil and Gas Conservation Commission under Docket No. 1510000629, the undersigned (whether one or more) hereby expressly joins said Unit Agreement and ratifies, approves, adopts and confirms said Unit Agreement as fully as though the undersigned has executed the original agreement.

This Ratification and Joinder shall be effective as to the undersigned's interest in any lands and leases, and royalties presently held or which may arise under existing option agreements or other interest in unitized substances, covering the lands within the Unit Area in which the undersigned may be found to have an oil and gas interest.

This Ratification and Joinder of Unit Agreement shall be binding upon the undersigned, his, her or its heirs, devisees, executors, assigns or successors in interest.

EXECUTED this 4TH day of NOVEMBER, 2015.

Print Name and Title: DONALD C. SCHMOTZER

Company/Organization: _____

Signature: Donald C. Schmotzer

Address: 4115 BARBARA DRIVE
WEST COLUMBIA, SC
29169-3004

ACKNOWLEDGMENT

STATE OF SC)
) ss.
COUNTY OF RICHLAND)

The forgoing instrument was acknowledged before me by DONALD C. SCHMOTZER.

This 4 day of NOVEMBER, 2015

WITNESS my hand and official seal.

My Commission Expires:
01/10/2022

Mary P. Varnadore
Notary Public MARY P. VARNADORE

End Exhibit L-8

Scott Ryan

6285 South Grant Street, Centennial, CO 80121
303-880-2631
sryan@foundationenergy.com

Education: Western State College of Colorado **Class of 2012**

- Bachelor of Arts in Business Administration (GPA 3.36)
- Emphasis in Professional Land and Resource Management
- Minor in Geology
  - Relevant Coursework:
    - Fundamentals of Land and Resource Management
    - Oil and Gas Law and Contracts
    - Natural Resource Economics
    - US and Western Environmental Politics
    - Introduction to Petroleum and Mining Geology
    - Introduction to Geographic Information Systems (GIS)

Honors & Distinctions:

- Recipient of Questar Exploration & Production Company Scholarship **2011**
- Western State College of Colorado Dean's List **Fall 2011**
- Attended North American Petroleum Expo (NAPE) **2/2012**
- Attended Rocky Mountain Mineral Law Foundation Special Institute- **2/2012**
  "Nuts and Bolts of Mineral Title Examination"
- Attained Registered Professional Landman (RPL) certification **5/2013**

Professional Experience:

Landman Foundation Energy Management, LLC **10/2012-Present**

- Manage projects with brokers to attain mineral ownership information
- Acquire leases in exploratory and offset acreage
- Assist in title due diligence for new acquisitions
- Assist in divestiture of company leasehold and wells
- Work with consultants and the BLM to form federal exploratory unit
- Ensure contractual obligations are met through monthly review of Excalibur reports
- Set-up and administer new leases, contracts and other agreements
- Negotiate for and acquire additional working interest in company operated wells
- Assist with permitting and other regulatory compliance relating to land

Land Intern State of Colorado Board of Land Commissioners **5/2012-8/2012**

- Examined and issued applications for seismic exploration permits on state land in ten counties
- Ensured compliance with all surface damage bonding requirements for wells drilled on state trust lands – established and released bonds
- Assisted in preparation of lease documents and lease auction processes
- Participated in the negotiation of lease term extensions, communitization agreements, location exception waivers, and surface use agreements

Land Intern Citation Oil & Gas Corp. Houston, TX **5/2011- 8/2011**

- Conducted a mineral and royalty buyout in two water-flood units in Oklahoma
- Negotiated $800,000 worth of company purchases of mineral rights in Carter and Pontotoc counties, Oklahoma
- Settled surface damages with landowners according to Surface Use Agreement terms using field notes of actual damages incurred
- Reviewed and recommended execution of multiple Authority For Expenditures (AFE's) weekly

Land Intern Black Hills Corp. Denver, CO **5/2010-8/2010**

- Engaged in lease record maintenance and reviewed several thousand fee leases which were to be terminated and updated in the software system
- Assisted in the implementation of ArcMap GIS software and built several maps with relevant layers pertaining to potential prospects considering both geologic and land related components
- Coordinated leasehold checks in potential prospects through an independent Landman working for a broker

Rental Agent Avis of Gunnison, CO **3/2008-6/2008**

- Completed rental car contracts
- Generated insurance sales
- Managed fleet rotation and maintenance of vehicles

Professional Associations:

- Member, American Association of Professional Landmen **8/2008-Present**
- Member, Denver Association of Professional Landmen **4/2011-Present**
- Member, Western Association of Professional Landmen **8/2008-Present**
- Member, Rocky Mountain Mineral Law Foundation **8/2011-Present**
- Member, Elks Lodge BPOE 1623 **5/2012-Present**

References:

- Timothy Kelly, Minerals Leasing Manger, Colorado State Board of Land Commissioner, 303-866-3454x3321, Timothy.Kelly@state.co.us
- Robert T. Kennedy, Land Manager, Citation Oil & Gas Corp., 281-891-1500, rkenedy@cocg.com
- Doug Gundry-White, Land Manager (retired), Black Hills Corp., 303 566 3454, Doug.Gundry-White@Blackhillscorp.com

EXHIBIT B
DOCKET NO. 151000629

Geologic Testimony
Weld County, Colorado
Docket No. 151000629
Unitization – D-Sand Formation

Township 8 North, Range 60 West, 6th P.M.
Section 36: SE¼

Township 8 North, Range 59 West, 6th P.M.
Section 31: S½ of the West 320 acres

Township 7 North, Range 60 West, 6th P.M.
Section 1: Lot 1 (NE¼NE¼), Lot 2 (NW¼NE¼), S½NE¼, SE¼, E½SW¼

Township 7 North, Range 59 West, 6th P.M.
Section 6: Lot 3 (NE¼NW¼), Lot 4 (NW¼NW¼), Lot 5 (SW¼NW¼), SE¼NW¼, Lot 6 (NW¼SW¼), Lot 7 (SW¼SW¼), SE¼SW¼, NE¼SW¼, E½

("Application Lands")

Foundation Energy Management, LLC

In support of the Request for Director Approval of the Verified Application of Foundation Energy Management, LLC ("Foundation") in Docket No. 151000629, and pursuant to Rule 511 b, Meredith Smith, Geologist of Foundation deposes and states as follows:

I am employed as a Geologist for Foundation. I have over 8 years of experience working as a petroleum geologist and am familiar with the geologic characteristics of the Application Lands. I have been employed with Foundation since April 2014 working directly with properties that are the subject of the hearing. I have previously testified as an expert geologic witness before the Hearing Officers of the COGCC.

The Productive Formation ("D-Sand") is a Cretaceous age sand formation which can be found at depths between 6,822' – 6,844' below the surface of the Application Lands. The D-Sand is the common source of supply and is the only formation which is producing, has produced, and will be injected into. The D-Sand was deposited in multiple episodes where the depositional environments ranged from deltaic to fluvial. The depositional nature of the D-Sand formation makes it likely that injection of water into zones currently producing oil will increase production of oil from the reservoir.

It is overlain by the Cretaceous Graneros Formation and underlain by the Cretaceous Huntsman Formation. Both the Graneros and Huntsman are shales which serve as sealing formations that are capable of limiting the movement of fluids out of the

D-Sand. The Graneros is approximately 65' thick, and found at a depth of 6,755' below the surface. The Huntsman is approximately 65' thick, and found at a depth of 6,830' below the surface.

Underground sources of drinking water in the vicinity of the Application Lands include Quarternary alluvium deposits. The base of these deposits is found around a depth of 300' in this area. Because these deposits are separated from the D-Sand by multiple sealing formations, Applicant does not anticipate that underground sources of drinking water will be affected by the proposed unit operations.

In support of our Application today, I have prepared five (5) exhibits. The exhibits are attached to my sworn testimony and form the basis for Foundation's Application to obtain an order to establish a secondary recovery unit in the D-Sand Formation in the Application Lands located in Weld County, Colorado.

Exhibit G-1 is a subsea structure map on the top of the D-Sand underlying the Application Lands.

Exhibit G-2 is a net isopach map of the D-Sand using a density porosity cutoff of 8%. Observing production trends in this portion of the DJ Basin, has established this cutoff as an adequate discriminator for whether or not this reservoir is capable of producing fluids. Isopach thickness reaches up to 20'. A gross isopach map was not constructed, as it does not enhance the definition of reservoir limits. The lower porosity of the D-Sand formation adjacent to the Application Lands defines the limit of the reservoir and will limit flow out of the Application Lands.

Exhibit G-3 is a type log for the D Sand, from a producing well within the proposed unit, the Wickstrom 6-4. Both the dual induction ("DIL") and compensated neutron-density ("CND") logs are provided on 2.5" – 100' scale. The D-Sand and J-Sand tops are marked.

Exhibit G-4 is a resistivity log on the proposed injection well, the Green 1-1, from the bottom of surface casing to total depth. Scale is 1" – 100'. Due to the total footage being great, this exhibit has been attached in an electronic form only.

Exhibit G-5 is a cross-section traversing west to east across the Application Lands. DIL and CND logs are provided on a 2.5" = 100' scale and cover the D-Sand interval. The cross section illustrates the continuous nature of the D-Sand formation across the Application Lands.

Foundation believes that creating the proposed secondary recovery unit will allow full development of the D-Sand Formation to occur, will not promote waste, will not violate correlative rights and will assure the greatest ultimate recovery of oil, gas and associated hydrocarbon substances from the reservoir.

To the best of my knowledge and behalf, all of the matters set forth herein, my testimony and in the exhibits are true, correct and accurate.

Dated this 5th day of October, 2015

Meredith Smith
Geologist

STATE OF COLORADO)
) ss
CITY AND COUNTY OF DENVER)

I, the undersigned Notary Public in and for said County in said State, hereby certify that Meredith Smith, whose name as Geologist of Foundation Energy Management, LLC, is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, executed the same voluntarily for and as the act of said corporation.

Subscribed and sworn to before me this 5th day of October, 2015

Witness my hand and official seal

My commission expires 3/27/2019

Notary Public

KRISTIN M TEKIP
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID # 20154012576
MY COMMISSION EXPIRES MARCH 27, 2019

Exhibit G-1.

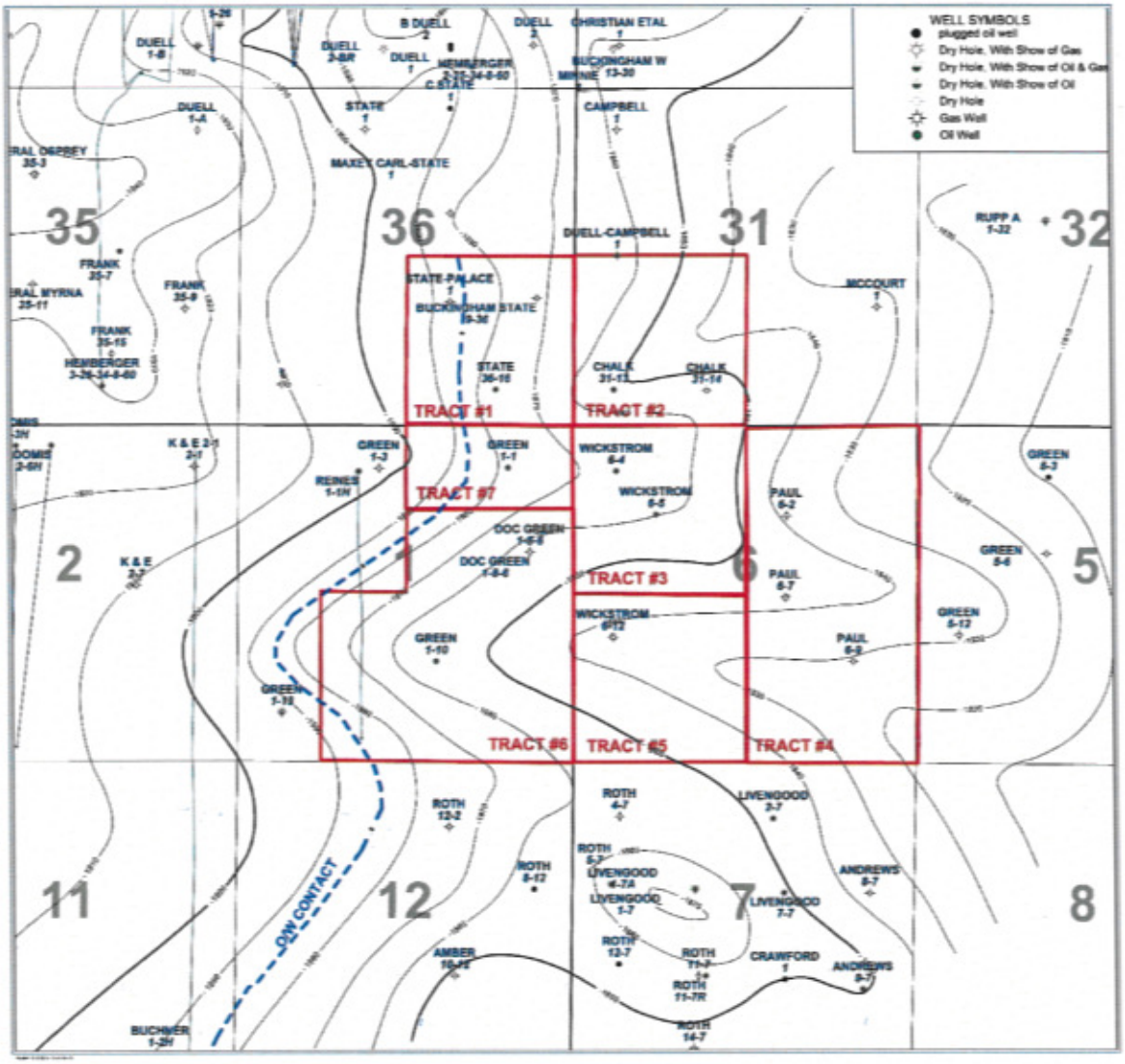

WELL SYMBOLS
plugged oil well
Dry Hole, With Show of Gas
Dry Hole, With Show of Oil & Gas
Dry Hole, With Show of Oil
Dry Hole
Gas Well
Oil Well
35
36
31
32
2
1
6
5
11
12
7
8
TRACT #1
TRACT #2
TRACT #7
TRACT #3
TRACT #6
TRACT #5
TRACT #4
OIL CONTACT
DUELL 1-B
B DUELL 2
DUELL 3-BR
DUELL 1
DUELL 2
CHRISTIAN ETAL 1
BUCKINGHAM W MINNIE 13-30
HEMBERGER 3-35-34-8-60
C STATE 1
STATE 1
CAMPBELL 1
DUELL 1-A
MAXEY CARL-STATE 1
DUELL-CAMPBELL 1
RUPP A 1-32
FRANK 35-7
FRANK 35-9
FRANK 35-15
HEMBERGER 3-36-34-8-60
STATE-PALACE 1
BUCKINGHAM STATE 19-36
STATE 36-10
CHALK 31-13
CHALK 31-14
MCCOURT 1
K & E 2-1
GREEN 1-3
GREEN 1-1
REINES 1-5N
WICKSTROM 6-4
WICKSTROM 6-5
PAUL 6-2
GREEN 6-3
DOC GREEN 1-6-6
DOC GREEN 1-8-6
K & E
PAUL 6-7
GREEN 6-6
WICKSTROM 6-12
GREEN 6-12
PAUL 6-9
GREEN 1-10
GREEN 1-15
ROTH 12-2
ROTH 4-7
LIVENGOOD 3-7
ROTH 5-7
LIVENGOOD 4-7A
LIVENGOOD 1-7
ROTH 8-12
ANDREWS 8-7
LIVENGOOD 7-7
ROTH 12-7
ROTH 11-7
ROTH 11-7R
CRAWFORD 1
ANDREWS 8-7
AMBER 10-12
ROTH 14-7
BUCHNER 1-2N

Exhibit G-2.

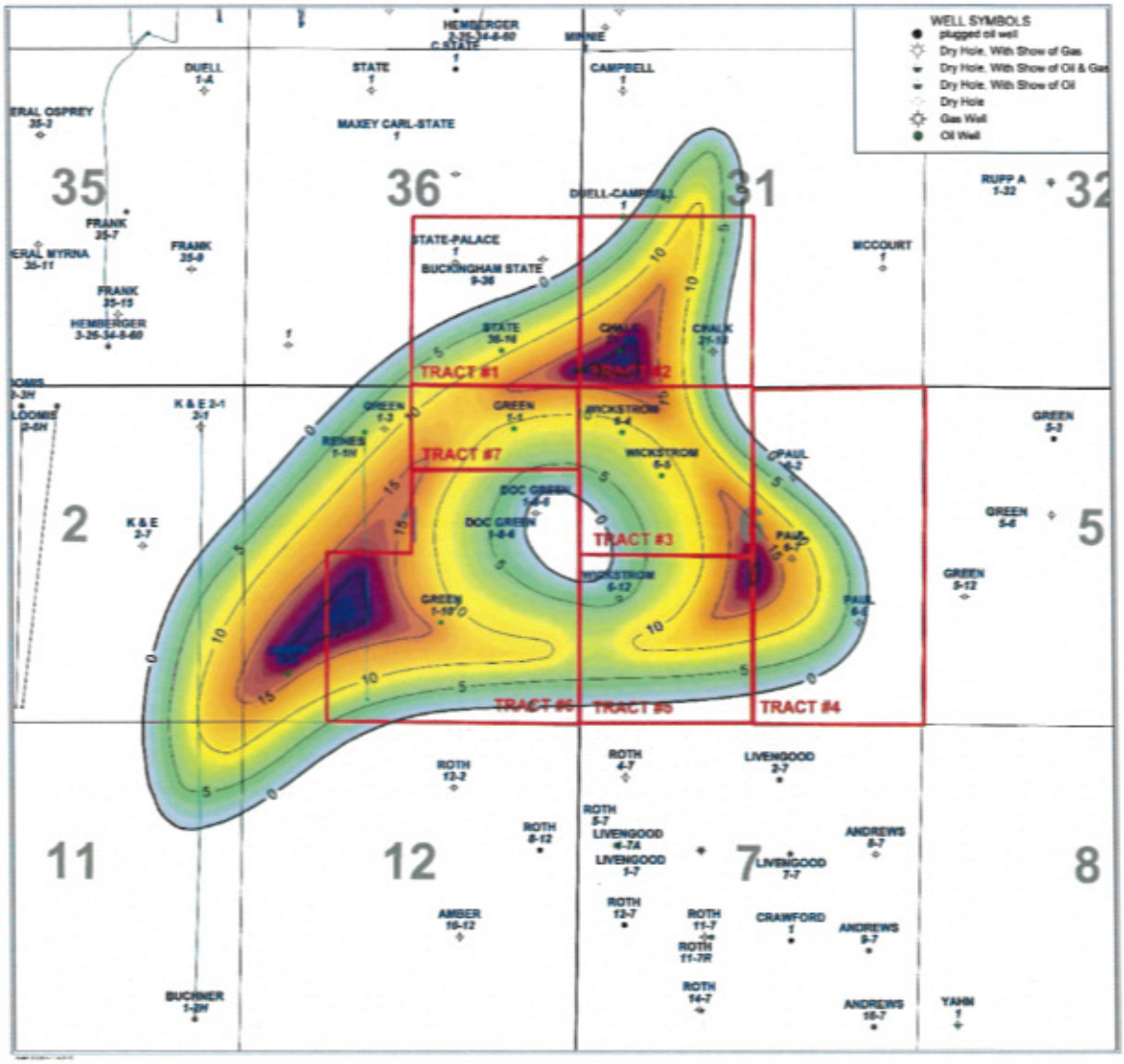
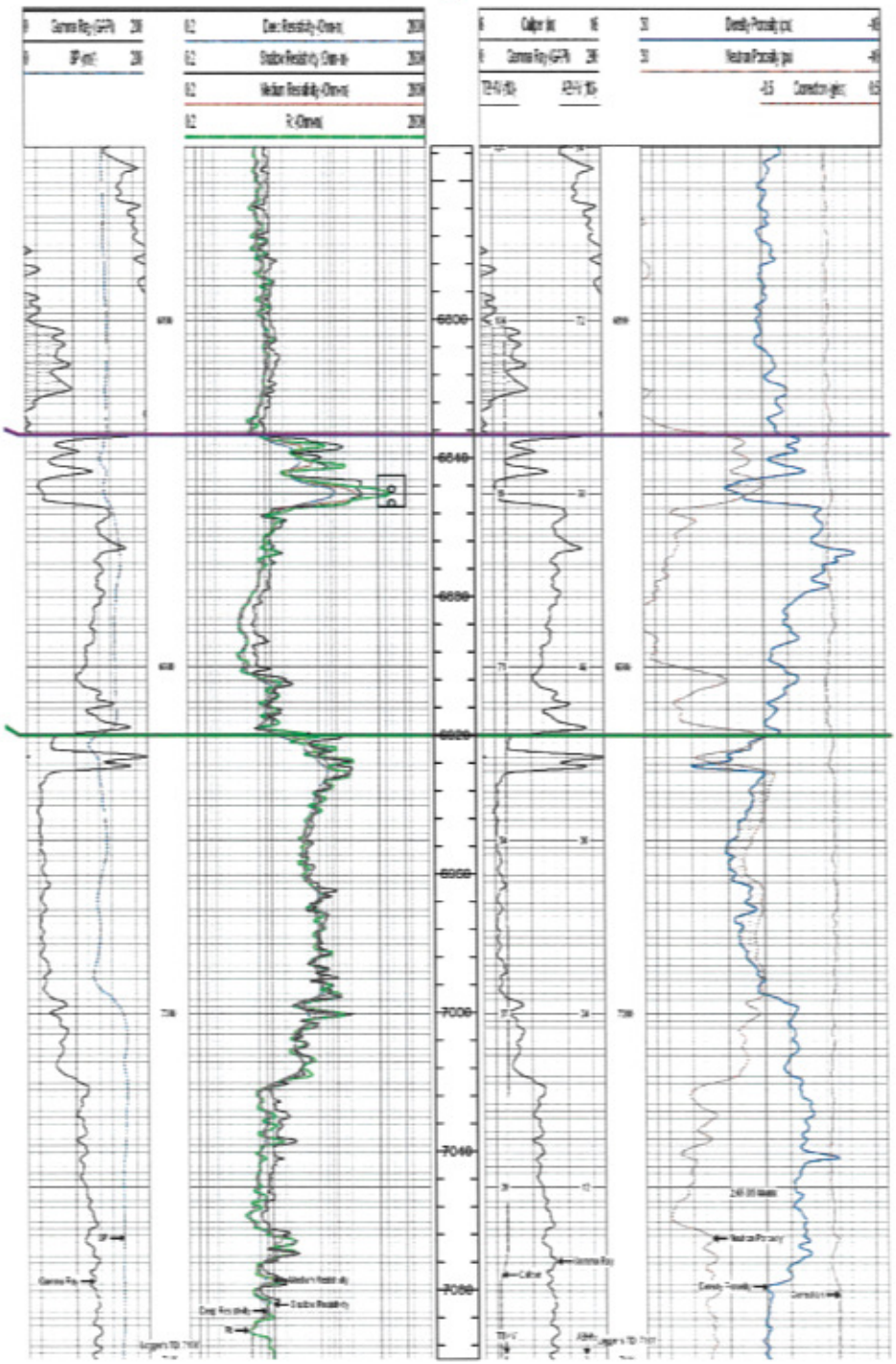

WELL SYMBOLS
plugged oil well
Dry Hole, With Show of Gas
Dry Hole, With Show of Oil & Gas
Dry Hole, With Show of Oil
Dry Hole
Gas Well
Oil Well
35
36
31
32
2
5
11
12
7
8
TRACT #1
TRACT #2
TRACT #3
TRACT #4
TRACT #5
TRACT #6
TRACT #7
HEMBERGER
MINNIE
DUELL
STATE
CAMPBELL
MAXEY CARL-STATE
FRANK
STATE-PALACE
BUCKINGHAM STATE
MCCOURT
RUPP A
GREEN
WICKSTROM
PAUL
DOC GREEN
K & E
ROTH
LIVENGOOD
ANDREWS
CRAWFORD
AMBER
BUCHNER
YAHN

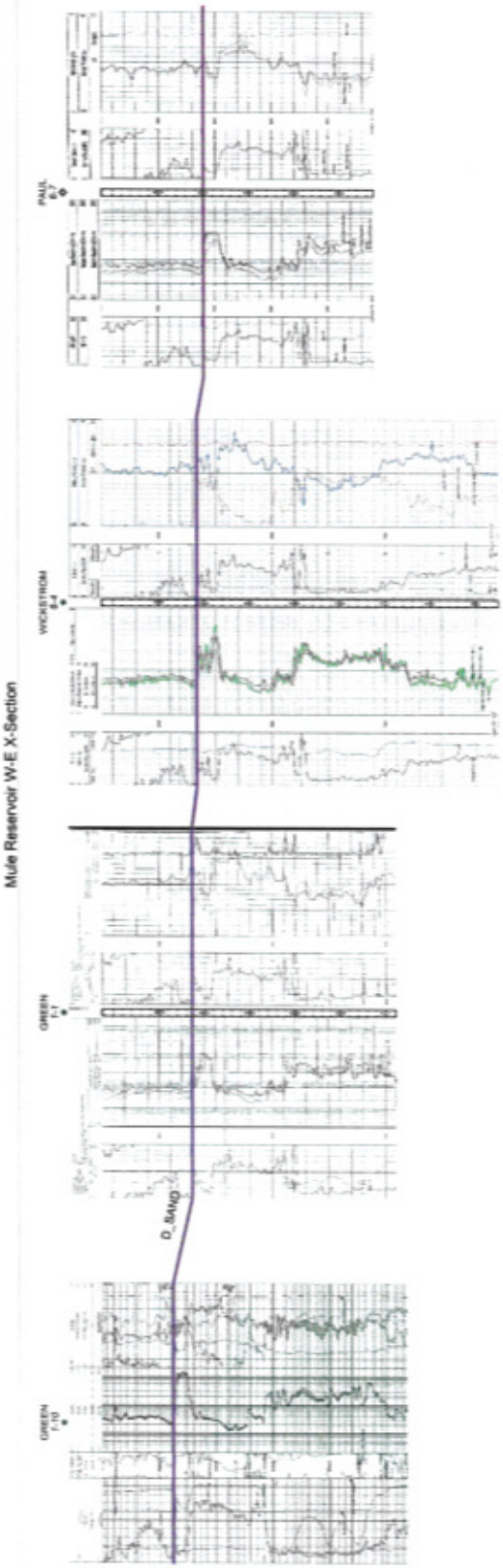
Exhibit G-3.

05123385760000
FEM
WICKSTROM
6-4



7,100

Exhibit G-5.


Mule Reservoir W-E X-Section
PAUL
WICKSTROM
GREEN
D_SAND
GREEN

3321 East 13th Street
Tulsa, OK 74112
(918) 527-0091
meredithmaysmith@gmail.com

MEREDITH SMITH

EXPERIENCE

GEOLOGIST, FOUNDATION ENERGY MANAGEMENT
April 2014 – Present

- Provide geologic support for infill drilling locations, acreage prospecting, non-operated election participation, well-site activities, and acquisition and divestiture opportunities in the Kansas, Nebraska, Colorado, Utah, and Wyoming.

GEOLOGIST, OPTIMA EXPLORATION
May 2011 – August 2013

Existing Production

- Prospect for infill drilling opportunities, secondary recovery candidates and behind pipe zones leading to the discovery of a tight limestone reservoir that IP'd for 150 BOPD.
- Provide on-site support during drilling of wells including of ROP and well cuttings.
- Oversee logging activities and develop stimulation plans for wells.

Acquisition & Divestiture

- Evaluate incoming packages for acquisition potential by performing lease and production due diligence, identify PUD locations, and forecasting reserves to lead to overall value assessment.
- Prepare packages of acreage and/or production for possible sale or investment opportunities.

Non-Operated Wells

- Provide recommendation for well participation based on geologic interpretation and reserve estimation for mainly horizontal Mississippi targets.
- Gather production from operators to better estimate EURs.

Acreage Development

- Evaluate existing leasehold acreage which was previously acquired after using remote sensing techniques by employing traditional subsurface mapping to prospect for shallow, conventional oil in Pennsylvania reservoirs of the Central Oklahoma Platform.

ASSOCIATE GEOLOGIST, KAISER-FRANCIS OIL COMPANY
June 2008 – January 2010

- Assist in mapping of fault planes using a 3D seismic survey and structure mapping of depleted zones for the purposes of prospecting and completing

horizontal Woodford Shale wells in Coal, Pittsburg and Hughes counties in Oklahoma which IP'd for an average 5000 MCFD.

- Provide geologic support for participation in all non-operated wells in the Arkoma Basin, South Central Oklahoma, and East Texas.
- Stratigraphic analysis of the Almond formation in the Powder River Basin, WY, including the mapping of 10+ separate sand deposits over a 10 mi2 study area.

ASSOCIATE GEOLOGIST/INTERN, SM ENERGY
January 2006 – December 2007

- Reservoir study in the Deep Anadarko gas field, Broxton, utilizing Pickett plots of LAS data to calculate matrix density for correction of hydrocarbon saturations and original gas in place calculations.
- Assist in geologic support for participation in all non-operated wells in the Anadarko Basin.
- Field study in the NE Mayfield beginning with processing paper data into the Geographix database and culminating with isopach, structure and derivative mapping of key unconformity surfaces within the sedimentary column.

EDUCATION

MASTER OF SCIENCE – GEOSCIENCES, UNIVERSITY OF TULSA – TULSA, OK
August 2009 – May 2013

3.63 GPA

- Research work in the Granite Wash depositional systems employing a sequence stratigraphic framework and utilizing soft-computing methods for facies classification of LAS well-log curves in the Texas Panhandle (Stiles Ranch Field).
- Course work in sequence stratigraphy, subsurface mapping, clastic and carbonate depositional environments, well-logging, petrophysics, explorational geophysics, plate tectonics, sedimentary petrography and hydrogeology.

BACHELOR OF SCIENCE – GEOSCIENCES, UNIVERSITY OF TULSA – TULSA, OK
August 2003 – August 2008

SOFTWARE PROFICIENCY

Petra, Geographix, Prizm, SeisVision, PHDWin, PI Dwights/Enerdeq, ArcGIS/ESRI, Pason, Interactive Petrophysics, Excel, Word, Powerpoint.

Steve Bain

From: Eric Anderson <Eric.Anderson@alfsonenergy.com>
Sent: Monday, November 16, 2015 2:32 PM
To: Steve Bain
Cc: robert.price@highlandsnr.com
Subject: Documents for Rohweder OGL...
Attachments: 155631_Bk37-p8_Rohweder OGL.pdf; 161747_Bk40-p24_Rohweder Ext.pdf; 168827 _Bk70-p158_Rohweder SUA.pdf; Strata-X Email in Well File.pdf; Well File_Rohweder 1-11.pdf

Steve,

Please find the following attached:

- Prior Oil & Gas Lease for Curtis Rohweder
- Prior Extension of Oil & Gas Lease for Curtis Rohweder
- Surface Use Agreement the Rohweder #1-11
- NDIC well file for the Rohweder #1-11
- Excerpt of correspondence from well file between NDIC and Strata-X

If you have any questions, let me know.

Regards,

Eric Anderson, RPL
Senior Landman
Manager - Field Services

P (303) 730-1667
E eric.anderson@alfsonenergy.com

W www.alfsonenergy.com

Alfson Energy Resources LLC
PO Box No. 3309
Littleton, CO 80161

EXHIBIT C
DOCKET NO. 151000629

Engineering Testimony
Weld County, Colorado
Docket No. 151000629
Unitization – D-Sand Formation

Township 8 North, Range 60 West, 6th P.M.
Section 36: SE¼

Township 8 North, Range 59 West, 6th P.M.
Section 31: S½ of the West 320 acres

Township 7 North, Range 60 West, 6th P.M.
Section 1: Lot 1 (NE¼NE¼), Lot 2 (NW¼NE¼), S½NE¼, SE¼, E½SW¼

Township 7 North, Range 59 West, 6th P.M.
Section 6: Lot 3 (NE¼NW¼), Lot 4 (NW¼NW¼), Lot 5 (SW¼NW¼), SE¼NW¼, Lot 6 (NW¼SW¼), Lot 7 (SW¼SW¼), SE¼SW¼, NE¼SW¼, E½ (All)

(D-Sand Formation)
Foundation Energy Management, LLC

In support of the Request for Director Approval of the Verified Application of Foundation Energy Management, LLC ("Foundation") in Docket No. 15100629, and pursuant to Rule 511 b, Joseph Tyree, Reservoir Engineer of Foundation deposes and states as follows:

I am employed as a Reservoir Engineer for Foundation. I have over four years of experience as a Petroleum Engineer and just over three years of experience as a Reservoir Engineer. I have been employed with Foundation since October 2012 working directly with properties that are the subject of the hearing. I have previously testified as an expert witness before the Hearing Officers of the COGCC.

In support of our Application today, I have prepared fourteen (14) exhibits. The exhibits are attached to my sworn testimony and form the basis for Foundation's Application to obtain an order to establish a secondary recovery unit in the D-Sand Formation in the following lands located in Weld County, Colorado (the "Application Lands"):

Township 8 North, Range 60 West, 6th P.M.
Section 36: SE¼

Township 8 North, Range 59 West, 6th P.M.
Section 31: S½ of the West 320 acres

Township 7 North, Range 60 West, 6th P.M.
Section 1: Lot 1 (NE¼NE¼), Lot 2 (NW¼NE¼), S½NE¼, SE¼, E½SW¼

Township 7 North, Range 59 West, 6th P.M.
Section 6: Lot 3 (NE¼NW¼), Lot 4 (NW¼NW¼), Lot 5 (SW¼NW¼), SE¼NW¼, Lot 6 (NW¼SW¼), Lot 7 (SW¼SW¼), SE¼SW¼, NE¼SW¼, E½, All

Exhibit E-1 is a map showing all wells with their API numbers within 1500' of the Application Lands. **Exhibit E-2** is a description of identification and properties of the fluids expected to be produced including initial oil and gas formation volume factor. **Exhibit E-3** is a table showing the reservoir engineering calculations for the unit wells, specifically the calculated EUR, OOIP, and drainage area of the unit wells. **Exhibit E-4** shows the porosity and resistivity values of the pay interval for unit wells and explanation of how water saturation was calculated for each well. **Exhibit E-5** is an explanation of permeability estimates. **Exhibit E-6** is a specification of the type of fluid to be injected, chemical analysis of the fluid to be injected, the source of the fluid, the estimated amounts to be injected daily, and the known fracture gradient. **Exhibit E-7** contains the decline curves for the eight producing wells in the proposed unit along with examples of how the analysis was used to calculate EUR's for use in the drainage area calculations. **Exhibit E-8** are the wellbore diagrams for each of the three producing wells in the proposed unit. **Exhibit E-9** shows a table of historical and predicted pressure data for the proposed unit reservoir. **Exhibit E-10** is an economic analysis showing cost of secondary recovery, estimated total additional recovery from the proposed secondary or enhanced recovery operation, and an analyses demonstrating that the proposed plan is economic and will not result in waste. **Exhibit E-11** shows decline curves comparing expected recovery without and with the proposed secondary or enhanced recovery operation. **Exhibit E-12** is a Plan of Development for the reservoir, along with a discussion as to what will drive the decision to drill additional wells or plug existing wells within the Application Lands. **Exhibit E-13** contains detailed information on the method used to calculate the tract factors. **Exhibit E-14** is a complete set of well data for the three producing wells in proposed unit: logs with the bottom and top of the unitized interval clearly marked, pressure data, completion report, & completed interval report.

Foundation believes that creating the proposed secondary recovery unit will allow full development of the D-Sand Formation to occur, will not promote waste, will not violate correlative rights and will assure the greatest ultimate recovery of oil, gas and associated hydrocarbon substances from the reservoir.

To the best of my knowledge and behalf, all of the matters set forth herein, my testimony and in the exhibits are true, correct and accurate.

Dated this 13th day of November, 2015

Joseph Tyree
Reservoir Engineer

BARBARA L ELLARD
NOTARY PUBLIC
Commission # 09008910
My Commission Expires 10-26-2017
STATE OF OKLAHOMA

STATE OF COLORADO)
) ss
CITY AND COUNTY OF DENVER)

I, the undersigned Notary Public in and for said County in said State, hereby certify that Joseph Tyree, whose name as Reservoir Engineer of Foundation Energy Management, LLC, is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, executed the same voluntarily for and as the act of said corporation.

Subscribed and sworn to before me this 13 day of November, 2015

Witness my hand and official seal

My commission expires 10/26/2017

Notary Public

Exhibit E-1: A map showing all wells with their API numbers within 1500' of the Application Lands.

Exhibit E-2: Descripition of the properties of the fluids expected to be produced from the Application Lands, including initial oil and gas formation volume factor.

Exhibit E-3: A table showing the reservoir engineering calculations for the unit wells, specifically the calculated EUR and drainage area of the unit wells and total reservoir OOIP with current and primary recovery factors.

Exhibit E-4: Porosity and resistivity values of the pay interval for unit wells and explanation of how water saturation was calculated for each well.

Exhibit E-5: Explanation of permeability estimates.

Exhibit E-6: Specification of the type of fluid to be injected, chemical analysis of the fluid to be injected, the source of the fluid, the estimated amounts to be injected daily, and known fracture gradient.

Exhibit E-7: Decline curves for three producing wells in the proposed unit with examples of how the analysis was used to calculate EURs for use in the drainage area calculations.

Exhibit E-8: Wellbore diagrams for each of the three producing wells in the proposed unit.

Exhibit E-9: Table showing historical and predicted pressure data for proposed unit reservoir.

Exhibit E-10: Economic analysis showing cost of secondary recovery and estimated total additional recovery from the proposed secondary or enhanced recovery operation, and analyses demonstrating that the proposed plan is economic and will not result in waste.

Exhibit E-11: Decline curves comparing expected recovery without and with the proposed secondary or enhanced recovery operation.

Exhibit E-12: A Plan of Development for the reservoir, along with a discussion as to what will drive the decision to drill additional wells or plug existing wells within the Application Lands.

Exhibit E-13: Detailed information on the method used to calculate the tract allocation factors.

Exhibit E-14: Complete set of well data for the three producing wells in the proposed unit including the following: (1) logs with the bottom and top of the unitized interval clearly marked,(2) pressure data, (3) completion report, and (4) completed interval report.

Exhibit E-1

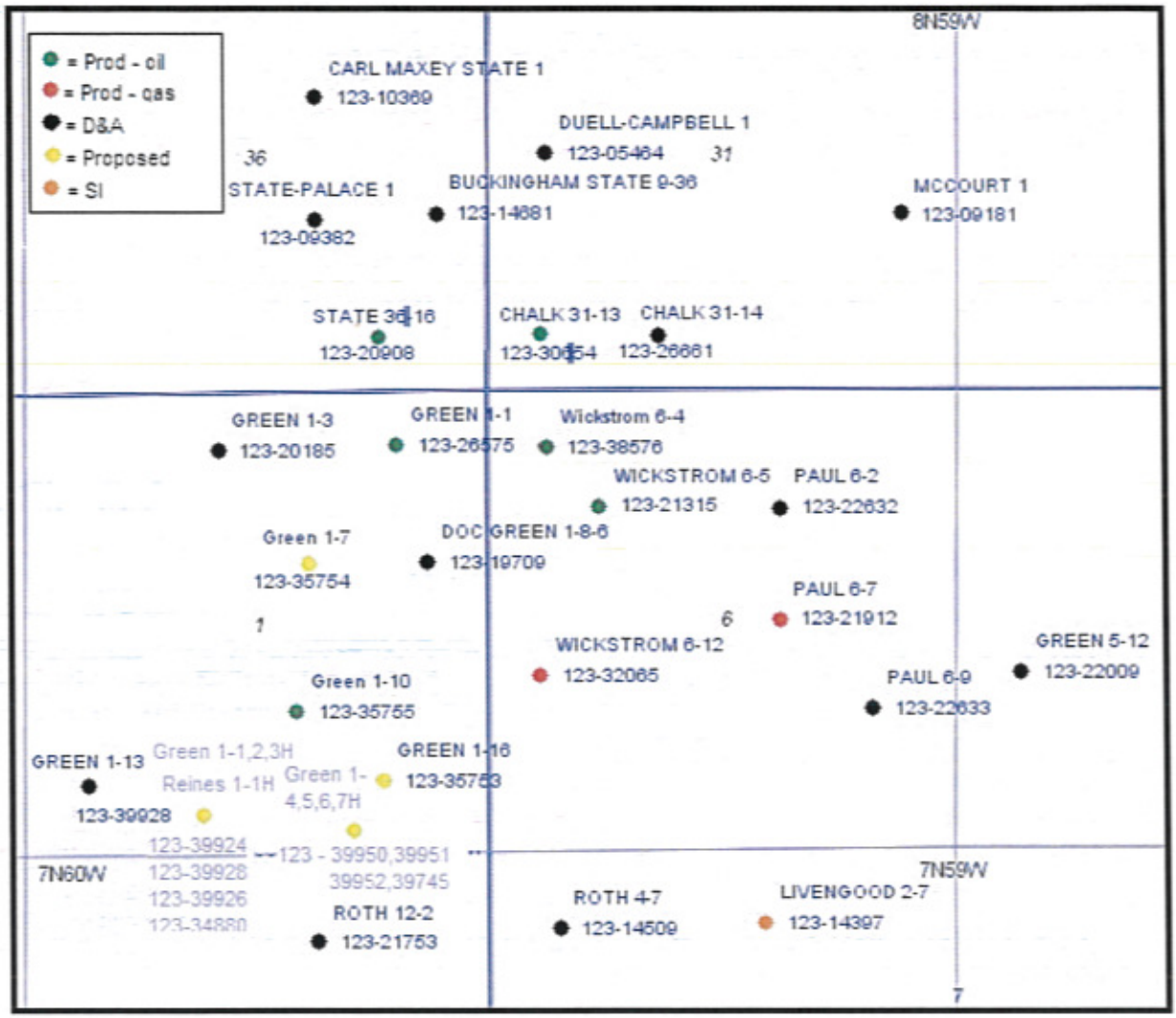


Exhibit E-2

The initial oil gravity was 40 degrees, as reservoir pressure has decreased, API has increased structurally, where, and current API is 55 degrees around the gas cap and 43 degrees around the water leg. A gas analysis shows an average gas specific gravity of .81. An initial oil formation volume factor was estimated to be 1.35 RB/STB. An initial gas formation volume factor was estimated at 103 SCF/RCF.

Exhibit E-3

Well Name	Pay Interval [ft]	$Porosity_{avg}$ [-]	Rt_{avg} [-]	Sw_{avg} [-]	Oil EUR [Mbbl]	Gas EUR [MMcf]	Drainage Area [acres]
Chalk 31-13	19	12.0%	32	45%	139	744	19
Green 1-1	10	13.4%	30	37%	230	277	48
Green 1-10	10	10.6%	104	27%	63	318	14
Paul 6-7	12	12.7%	37	37%	25	750	5
State 36-16	14	11.3%	21	57%	337	449	86
Wickstrom 6-4	8	12.8%	34	40%	43	156	12
Wickstrom 6-5	8	14.7%	28	39%	405	1449	98
Wickstrom 6-12	6	9.1%	24	55%	2	297	1
Total Reservoir OOIP=			3,607	Mstb			
Current Recovery Factor=			26.9%	[-]			
Primary Recovery Factor=			34.5%	[-]			

Exhibit E-4

Water saturation was calculated using Archie's Equation for sandstones using the following values for constants:

a = .65
m (cementation factor) = 2.15
n (saturation exponent) = 2

CHALK 31-13

WELD COUNTY, COLORADO

DEPTH [ft]	THICKNESS [ft]	RESISTIVITY [ohm-m]	POROSITY	WATER SAT
6822-6824	2	7	11.8%	83.7%
6824-6826	2	14	11.0%	63.9%
6826-6828	2	20	11.8%	49.5%
6828-6830	2	33	14.0%	32.1%
6830-6832	2	58	13.0%	26.2%
6832-6834	2	45	11.0%	35.6%
6837-6839	2	23	10.0%	55.2%
6839-6841	2	42	13.7%	29.1%
6841-6843	2	52	13.8%	26.0%
6844	1	25	10.0%	52.9%
AVG/TOT	19	31.9	12.0%	45.4%

-------PARAMETERS-----	
a	0.62
m	2.15
n	2
RW	0.08
FVF	1.35

GREEN 1-1

WELD COUNTY, COLORADO

DEPTH [ft]	THICKNESS	RESISTIVITY [ohm-m]	POROSITY	WATER SAT
6836-6838	2	17	12.0%	52.8%
6838-6840	2	28	14.1%	34.6%
6840-6842	2	34	13.3%	33.4%
6842-6844	2	40	15.0%	27.1%
6844-6846	2	30	12.5%	38.0%
AVG/TOT	10	29.8	13.4%	37.2%

-------PARAMETERS------	
a	0.62
m	2.15
n	2
RW	0.08
FVF	1.35

GREEN 1-10

WELD COUNTY, COLORADO

DEPTH [ft]	THICKNESS [ft]	RESISTIVITY [ohm-m]	POROSITY	WATER SAT
6836-6838	2	32	12.0%	38.6%
6838-6840	2	123	12.0%	19.6%
6840-6842	2	113	9.0%	27.9%
6842-6844	2	127	12.0%	19.3%
6844-6846	2	123	8.0%	30.3%
AVG/TOT	10	103.5	10.6%	27.2%

-------PARAMETERS------	
a	0.62
m	2.15
n	2
RW	0.08
FVF	1.35

PAUL 6-7

WELD COUNTY, COLORADO

DEPTH [ft]	THICKNESS [ft]	RESISTIVITY [ohm-m]	POROSITY	WATER SAT
6842-6844	2	16	10.5%	62.8%
6844-6846	2	25	13.3%	39.0%
6846-6848	2	35	12.2%	36.1%
6848-6850	2	45	14.1%	27.3%
6850-6852	2	52	14.1%	25.4%
6852-6854	2	46	12.0%	32.1%
AVG/TOT	12	36.5	12.7%	37.1%

-------PARAMETERS-----	
a	0.62
m	2.15
n	2
RW	0.08
FVF	1.35

STATE 36-16

WELD COUNTY, COLORADO

DEPTH [ft]	THICKNESS [ft]	RESISTIVITY [ohm-m]	POROSITY	WATER SAT
6820-6822	2	8	11.0%	84.5%
6822-6824	2	14	9.8%	72.3%
6824-6826	2	17	11.3%	56.3%
6826-6828	2	18	10.0%	62.4%
6833-6835	2	20	10.0%	59.2%
6835-6837	2	37	14.0%	30.3%
6837-6839	2	34	13.0%	34.2%
AVG/TOT	14	21.1	11.3%	57.0%

-------PARAMETERS------	
a	0.62
m	2.15
n	2
RW	0.08
FVF	1.35

WICKSTROM 6-4

WELD COUNTY, COLORADO

DEPTH [ft]	THICKNESS [ft]	RESISTIVITY [ohm-m]	POROSITY	WATER SAT
6845-6847	2	12	11.6%	65.1%
6847-6849	2	35	13.2%	33.2%
6849-6851	2	57	13.2%	26.0%
6851-6853	2	33	13.2%	34.2%
AVG/TOT	8	34	12.8%	39.6%

-------PARAMETERS------	
a	0.62
m	2.15
n	2
RW	0.08
FVF	1.35

WICKSTROM 6-5

WELD COUNTY, COLORADO

DEPTH [ft]	THICKNESS [ft]	RESISTIVITY [ohm-m]	POROSITY	WATER SAT
6836-6838	2	10	12.5%	65.9%
6838-6840	2	20	15.7%	36.4%
6840-6842	2	40	16.4%	24.6%
6842-6844	2	43	14.2%	27.7%
AVG/TOT	8	28.3	14.7%	38.6%

-------PARAMETERS------	
a	0.62
m	2.15
n	2
RW	0.08
FVF	1.35

WICKSTROM 6-12

WELD COUNTY, COLORADO

DEPTH [ft]	THICKNESS [ft]	RESISTIVITY	POROSITY	WATER SAT
6817-6819	2	18	8.0%	79.3%
6819-6821	2	25	11.3%	46.4%
6821-6823	2	30	8.0%	61.4%
AVG/TOT	6	24.3	9.1%	62.4%

-------PARAMETERS------	
a	0.62
m	2.15
n	2
RW	0.08
FVF	1.35

Exhibit E-5

With no core data taken for this reservoir, permeability is estimated be 47 mD based off work done in the R.M.A.G oil and gas field anthropologies (Crouch, 1983).

Exhibit E-6

J Sand water is planned to be injected into the proposed water flood formation. Daily goal injection rates are 1000 BWPD. The estimated fracture gradient based on frac reports from the current producers is .5 psi/ft. Below is a water analysis of an offset J Sand well:

Endura Products Corp.
P.O. Box 3394 Midland, Texas 79706
Phone (915) 684-4233 * Fax (915) 684-4277

WATER ANALYSIS

Date: 12/18/2000 Endura Rep.: Dave Pickering Code: W-25769
Sampling Point/Date: Wellhead/12-15-00 State: CO
Company: Diversified Operating Co. County: Weld
Lease: Hoffman Well: 34-10

DISSOLVED SOLIDS

CATIONS	mg/l	meq/l
Sodium, Na+ (Calc.)	3,013	131
Total Hardness as Ca++	176	0
Calcium, Ca++	80	4
Magnesium, Mg++	59	5
Barium, Ba++	0	0
Iron (Total) Fe+++*	9	0
ANIONS		
Chlorides, Cl-	3,800	107
Sulfate, SO4-	250	5
Carbonate, CO3-	0	0
Bicarbonates, HCO3-	1,732	28
Sulfide, S-*	0	0
Total Dissolved Solids (Calc.)	8,943	
OTHER PROPERTIES		
pH*	7.593	
Specific Gravity, 60/60 F.	1.006	
Turbidity	249	

SCALING INDICIES

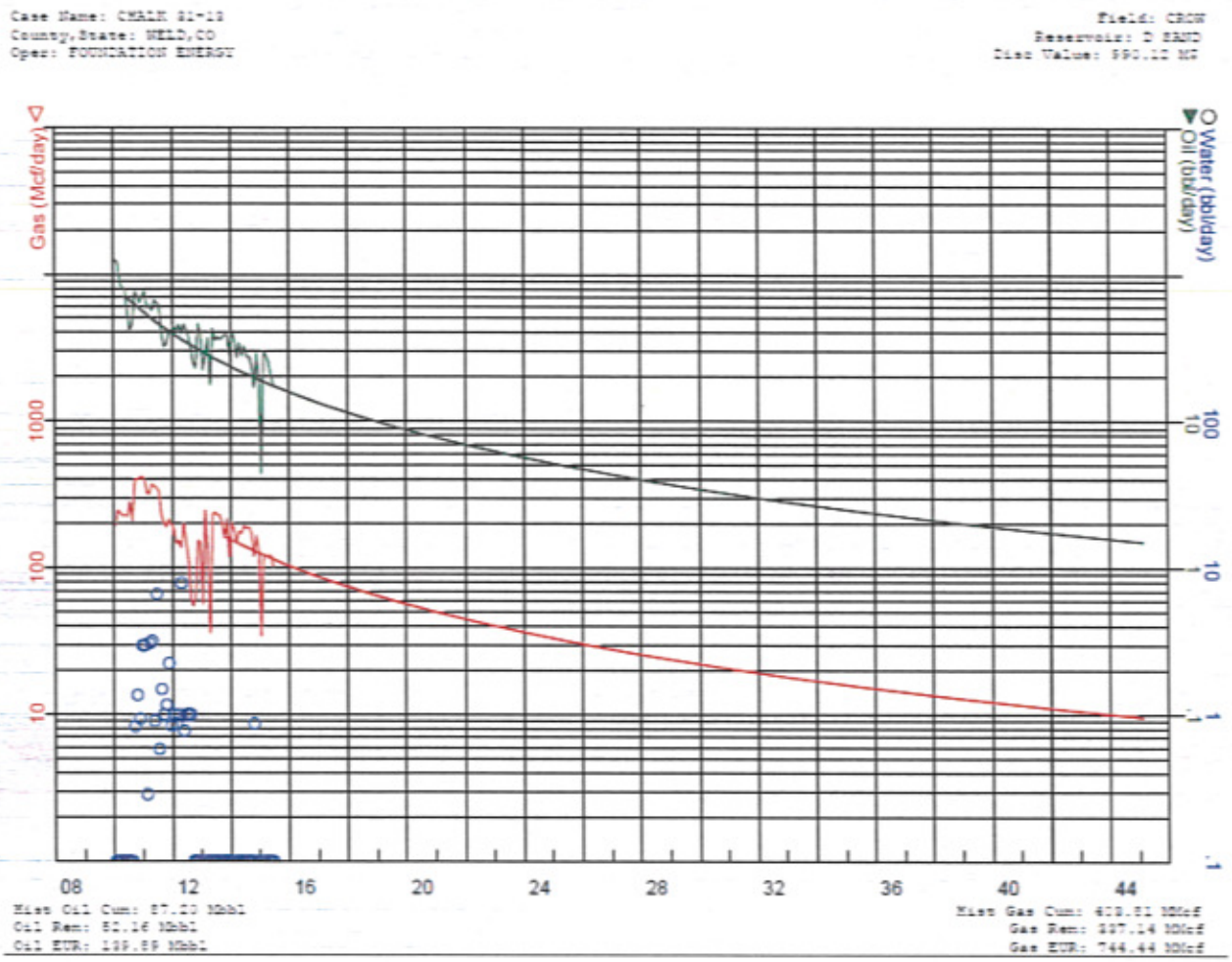
TEMP. F.	CA CO3	CASO4*2H2O	CA SO4	BA SO4
80	0.6166	-1.8878	-2.0332	-28.3341
120	0.8791	-1.9091	-1.8741	-28.5545
160	1.2109	-1.8811	-1.6735	-28.7028

PERFORATIONS

Exhibit E-7

EUR's were found using decline curve analysis.

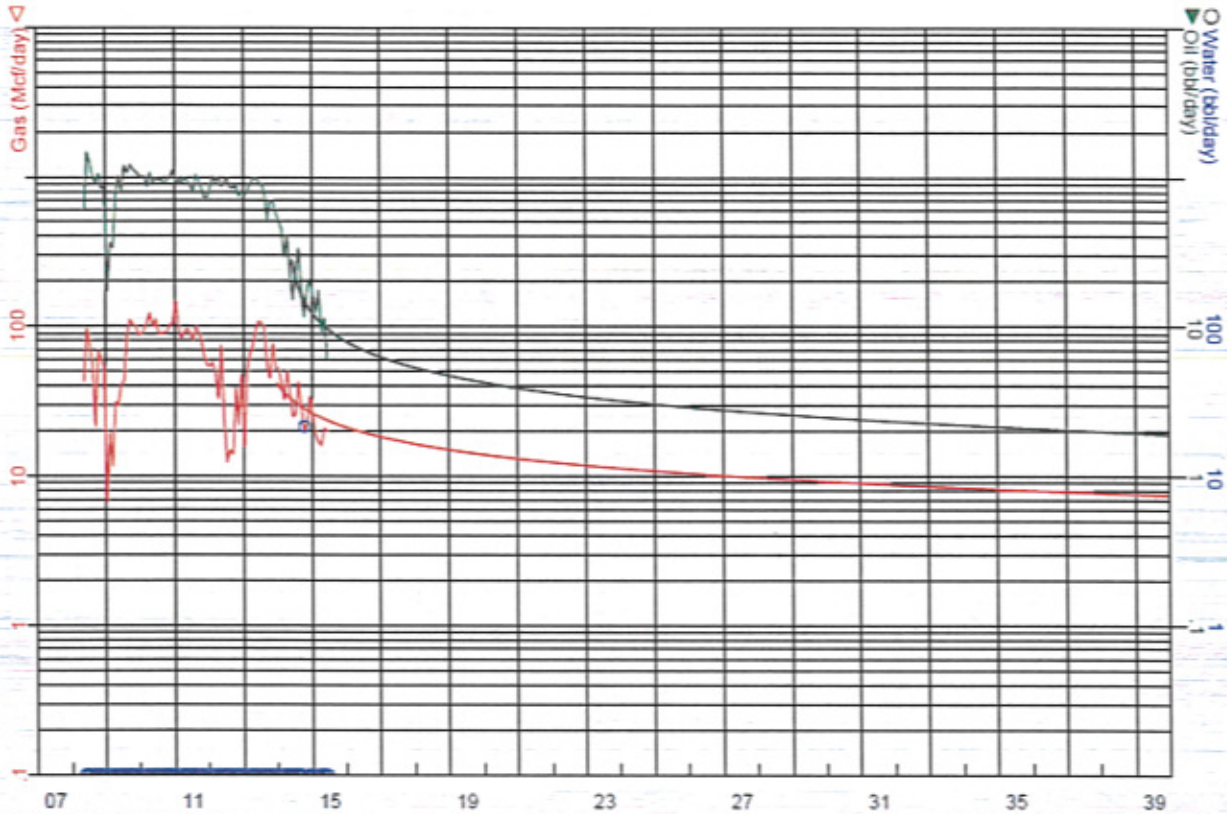
Chalk 31-3 EUR



Green 1-1 EUR

Case Name: GREEN 1-1
County,State: WELD,CO
Oper: FOUNDATION ENERGY

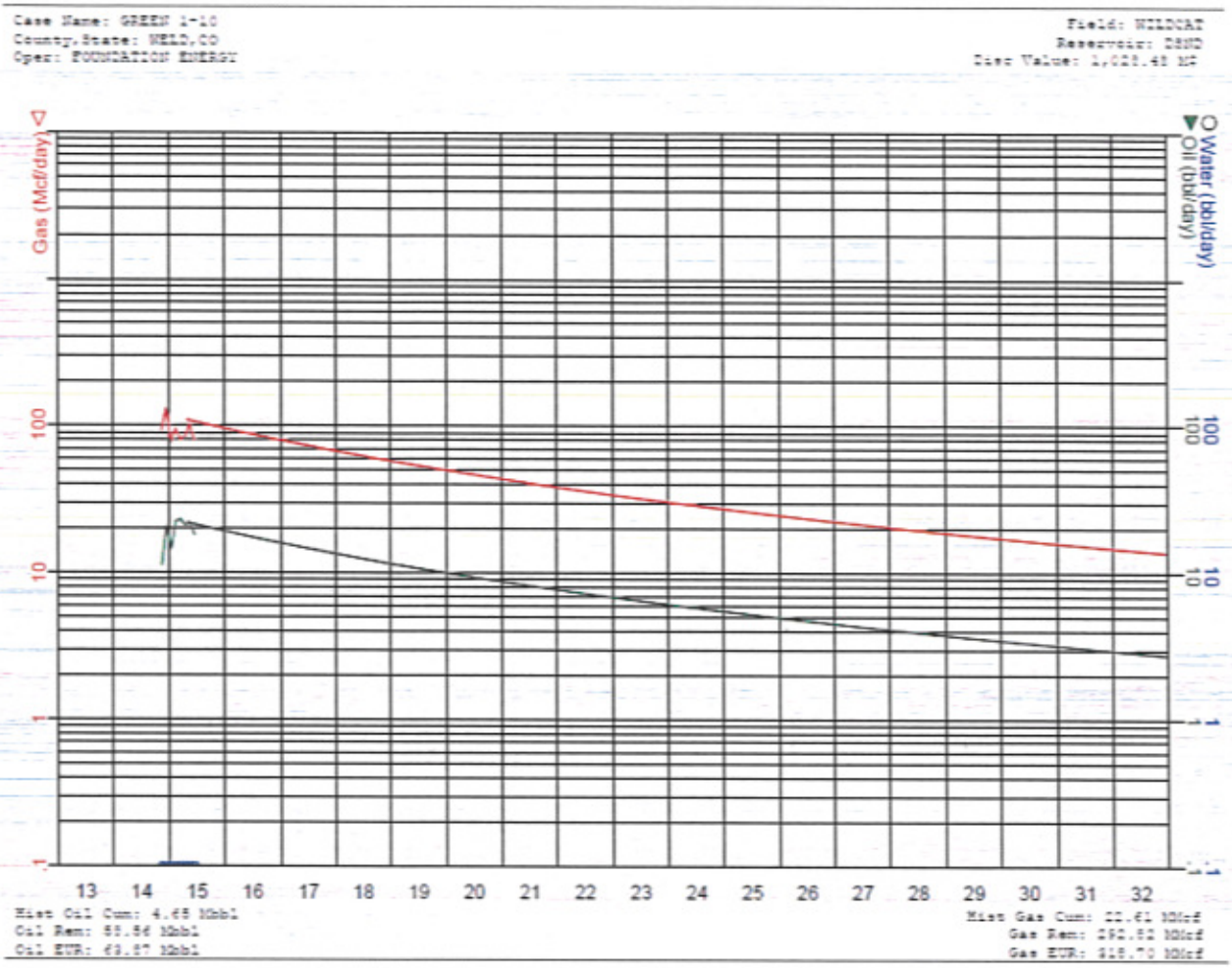
Field: CROW
Reservoir: D SAND
Disc Value: 177.10 MM



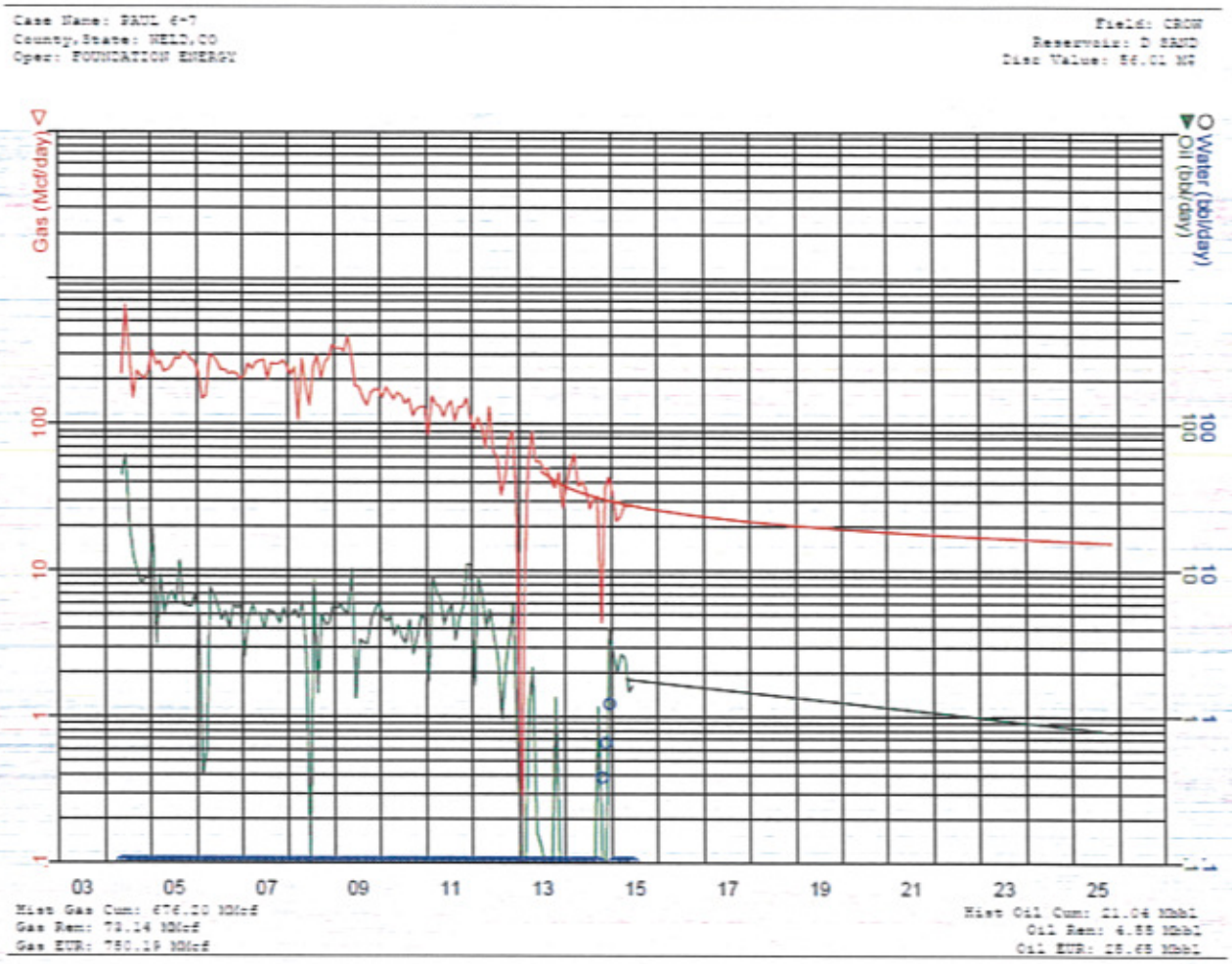
Hist Oil Cum: 197.49 Mbbl
Oil Rem: 33.94 Mbbl
Oil EUR: 231.06 Mbbl

Hist Gas Cum: 155.65 MMcf
Gas Rem: 116.65 MMcf
Gas EUR: 277.21 MMcf

Green 1-10 EUR



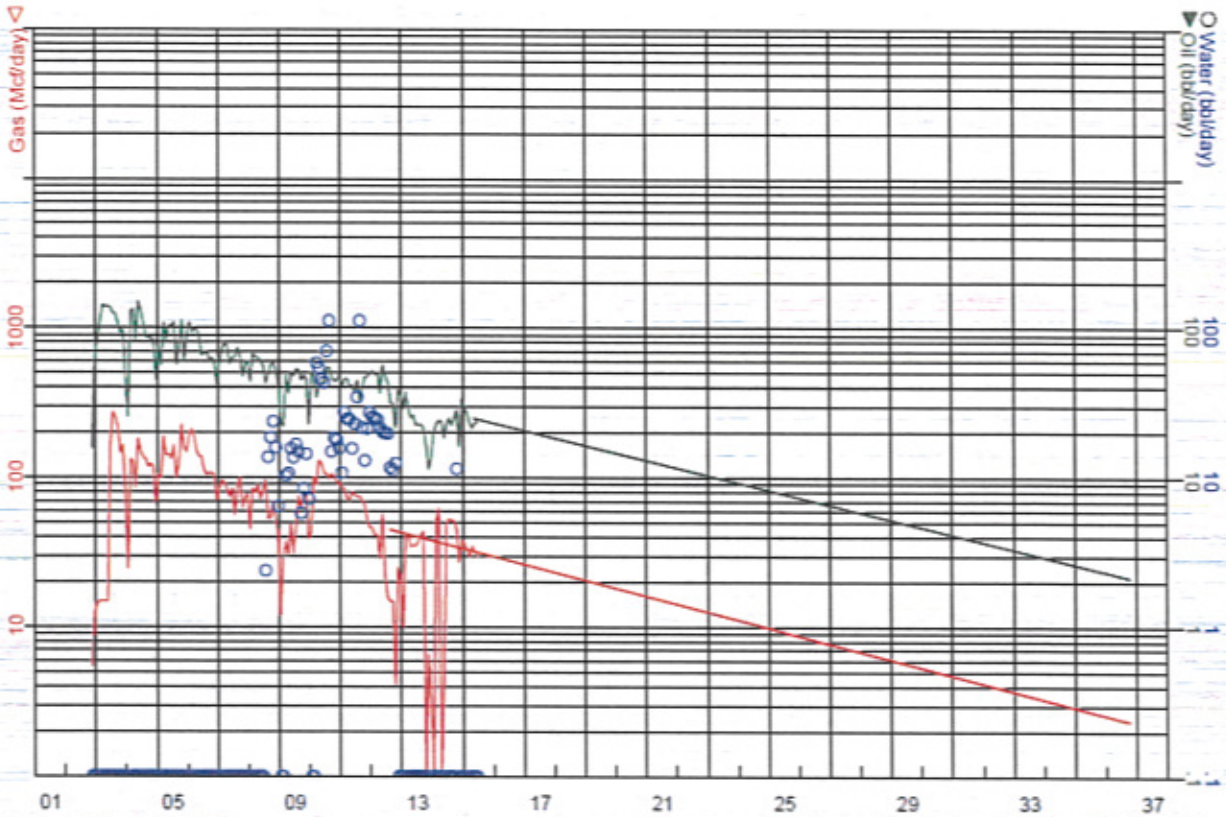
Paul 6-7 EUR


Case Name: PAUL 6-7
County,State: WELD,CO
Oper: FOUNDATION ENERGY
Field: CROW
Reservoir: D SAND
Disc Value: 56.01 M$
Gas (Mcf/day)
Water (bbl/day)
Oil (bbl/day)
100
10
1
03
05
07
09
11
13
15
17
19
21
23
25
Hist Gas Cum: 676.00 Mcf
Gas Rem: 73.14 Mcf
Gas EUR: 750.19 Mcf
Hist Oil Cum: 21.04 Mbbl
Oil Rem: 4.55 Mbbl
Oil EUR: 25.65 Mbbl

State 36-16 EUR

Case Name: STATE 36-16
County,State: WELD,CO
Oper: FOUNDATION ENERGY

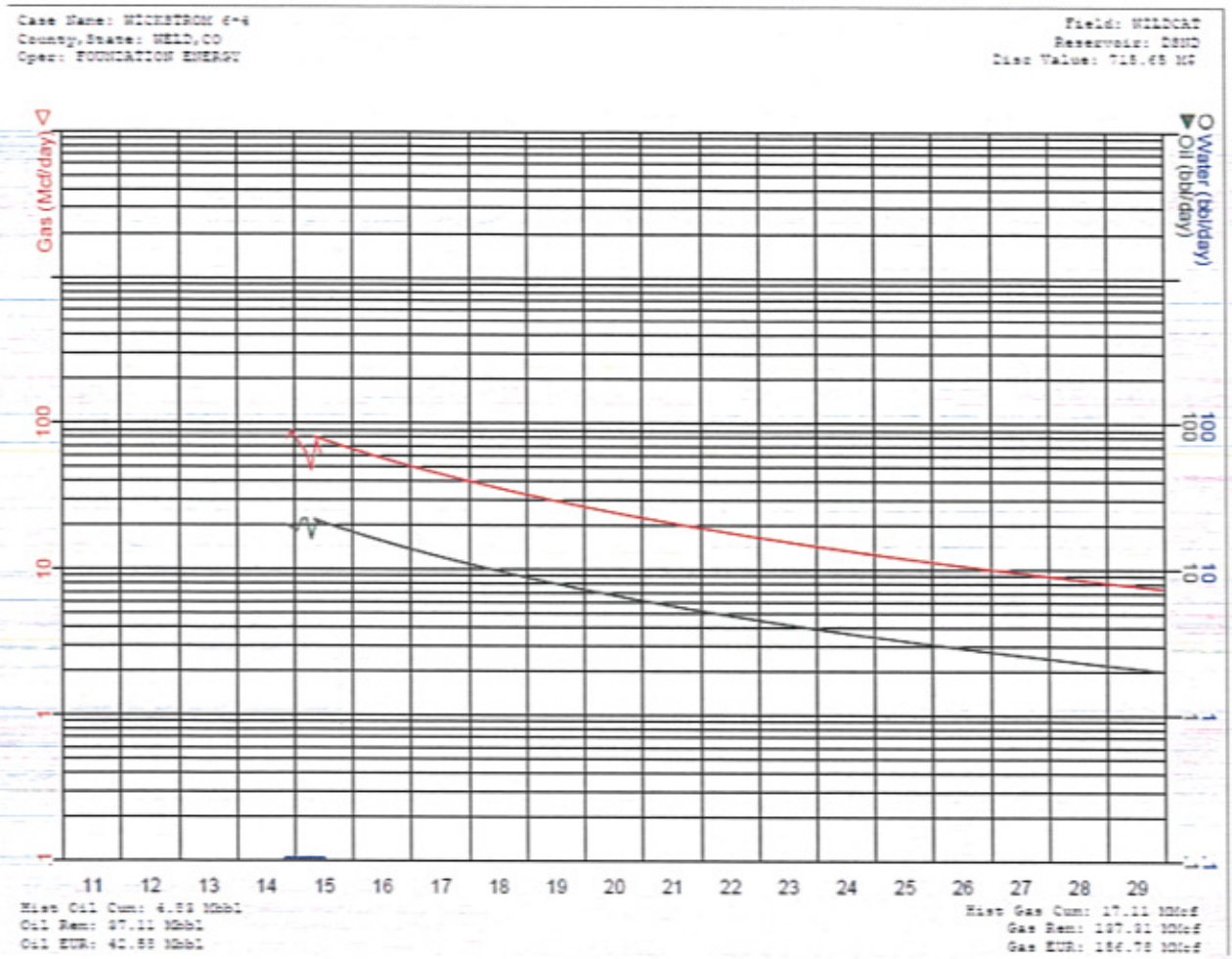
Field: CROW
Reservoir: D SAND
Disc Value: 1,105.95 MF



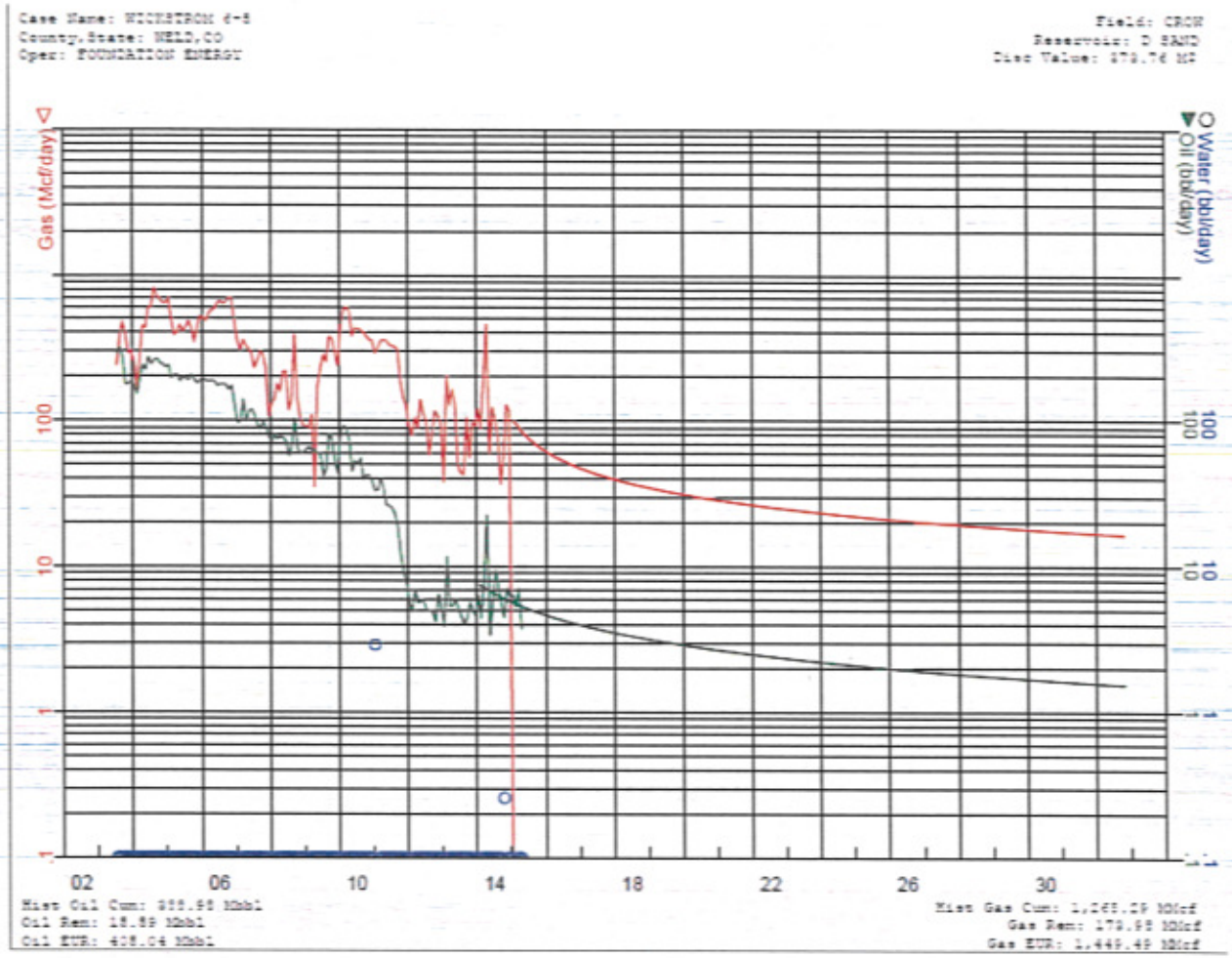
Hist Oil Cum: 266.19 Mbbl
Oil Rem: 70.75 Mbbl
Oil EUR: 337.44 Mbbl

Hist Gas Cum: 361.54 Mcf
Gas Rem: 86.42 Mcf
Gas EUR: 449.42 Mcf

Wickstrom 6-4 EUR



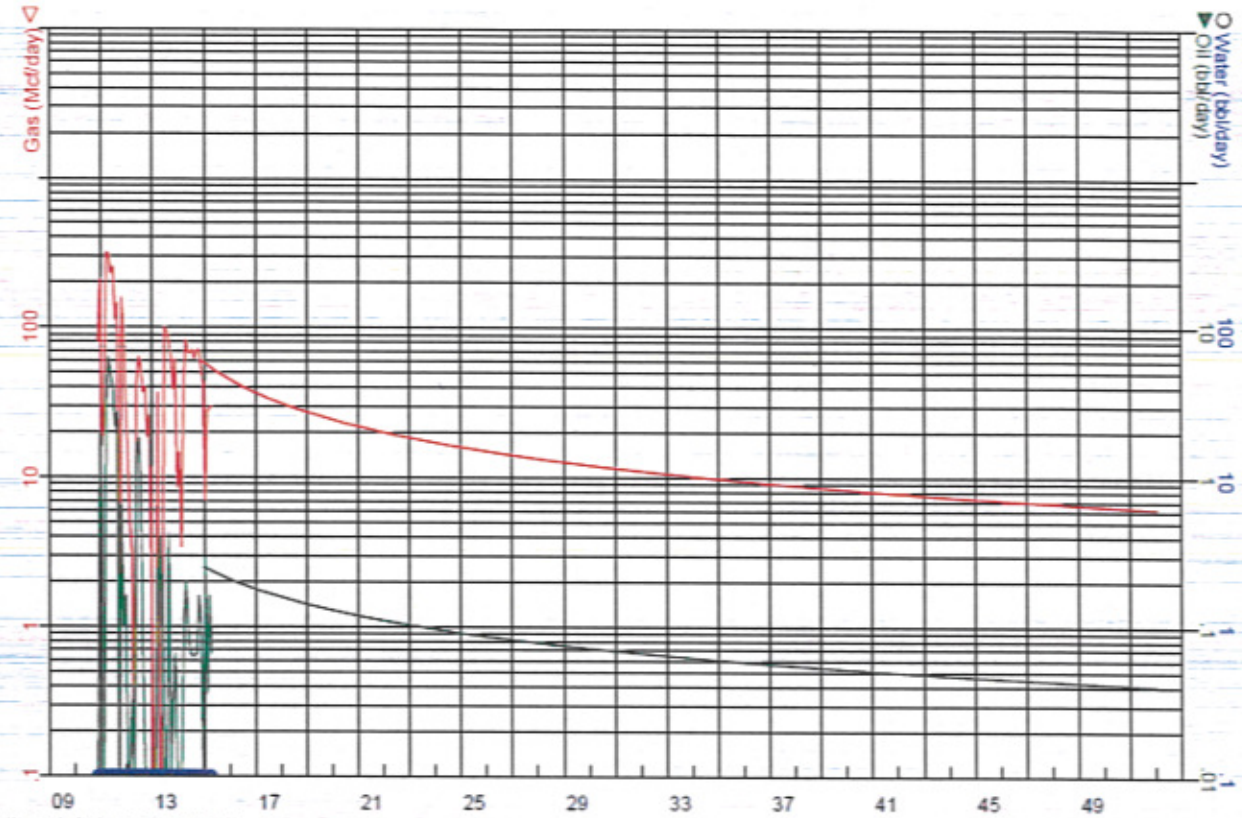
Wickstrom 6-5 EUR



Wickstrom 6-12 EUR

Case Name: WICKSTROM 6-12
County,State: WELD,CO
Oper: FOUNDATION ENERGY

Field: GROW
Reservoir: D SAND
Disc Value: 126.55 MT



Hist Oil Cum: 1.02 Mbbl
Oil Rem: 1.04 Mbbl
Oil EUR: 2.06 Mbbl

Hist Gas Cum: 103.26 Mcf
Gas Rem: 193.50 Mcf
Gas EUR: 296.76 Mcf

Exhibit E-8

Chalk 31-13 WBD

Foundation Energy Management, LLC

WELLBORE DIAGRAM

Well / Battery	Prospect Name		Total Depth	Current Status
Chalk 31-13	DOC		7018'	PR
Location	**Sec-Twn-Rng**		**Producing Horizon**	**County & State**
SW/SW	31-8N-59W		DSND	Weld, CO

WELLBORE DIAGRAM

Prepared Date: Lance Bentley
Prepared By: 11/18/14

General Info

API #: 05-123-30654

KB Elevation: 4987'
GL Elevation: 4969'

Spud Date: 10-17-2009
Completion Date: 10-27-2009

TVD: 7018'
MD: 7018'
Last PBTD: XXXX' (Date)

Tubing Detail

2-3/8 inch(OD)
4.7 # (weight)
J-55 grade

Tubing Tally	Length	Depth
211-2-3/8"	6640	6640
TAC	3	6643
6-2-3/8"	186	6829
SN	1	6830
Perf sub	4	6834
MA	32	6866

Surface Casing

8-5/8" inch (OD)
24 # (weight)
J-55 grade
400' depth from KB
0 cement top — Visual Returns
300 sacks of cement
11" inch (OD) HOLE SIZE

Rod Design	Length	Depth
Polished rod w/ liner	20	22
8', 4', 4' - 7/8" subs	16	38
59 - 7/8" rods	1450	1488
213 - 3/4" rods	5325	6813
insert pump	20	6833

Production Casing

5-1/2" inch (OD)
15.5 # (weight)
J-55 grade
7018' depth from KB
400' cement top — CBL
190 sacks of cement
7-7/8" inch (OD) HOLE SIZE

Pump Details:

Pumping Unit Details:

Well Notes:

Stimulation

1700 gals gel, 60k# of 20/40 and 20 tons CO2

Open Perforations

6822' - 6832' (0.38 - 160 holes, 4 SPF)
6838' - 6868' (0.38 - 160 holes, 4 SPF)
D-Sand

PBTD: XXXX' (tagged on X/XX/XX)

Green 1-1 WBD

Foundation Energy Management, LLC

WELLBORE DIAGRAM

Well / Battery	Prospect Name		Total Depth	Current Status
Green 1-1	DOC III/IV		7,009	PR
Location	**Sec-Twn-Rng**		**Producing Horizon**	**County & State**
NENE	1-7N-62W 6th		DDND	Weld, CO

WELLBORE DIAGRAM

Prepared Date: 4/1/14
Prepared By: Lance Bentley

General Info

API #: 05-123-66575-00

KB Elevation: 4,962'
GL Elevation: 4,947'

Spud Date: 3/6/2008
Completion Date: 3/14/2008

TVD: 7,009'
MD: 7,009'
Last PBTD: 6,896'(1/29/14)

Tubing Detail

2-3/8" inch(OD)
4.7 # (weight)
J-55 grade

Tubing Tally	Length	Depth
211 jts 2-3/8" tbg	6662	6662
5-1/2" x 2-3/8" TAC	4	6666
6 jts 2-3/8" tbg	185	6851
SN	1	6852
1 - 4' perf sub	4	6856
1 jt 2-3/8" MA	32	6888

Surface Casing

8-5/8" inch (OD)
24 # (weight)
N-24 grade
539' depth from KB
Surface cement top — Visual Returns
247 sacks of cement
12-1/4" inch (OD) HOLE SIZE

Rod Design	length	depth
Polish Rod	22	22
3x4'+1x8' sub - 7/8"	18	40
77 - 7/8" rods	1925	1965
154 - 3/4" rods	4850	6815
1 1/2"x22' pump	22	6836

Production Casing

5-1/2" inch (OD)
15.50 # (weight)
J-55 grade
6,973 depth from KB
5,420' cement top — CBL
190 sacks of cement
7-7/8" inch (OD) HOLE SIZE

Pump Details:
2" x 1-1/2"x 20'

Pumping Unit Details:

Well Notes:

Open Perforations

6,836' - 6,846'
DDND
40 holes - .42"

PBTD: 6,896'(1/29/14)

Green 1-10 WBD

Foundation Energy Management, LLC

WELLBORE DIAGRAM

Well / Battery	Prospect Name		Total Depth	Current Status
Green 1-10	DOC III/V		7,100'	Oil
Location	**Sec-Twn-Rng**		**Producing Horizon**	**County & State**
NENE	1-7N-62W		DCNO	Weld, CO

WELLBORE DIAGRAM

Prepared Date: 8/29/14
Prepared By: Lance Bentley

General Info

API #: 05-123-35755

KB Elevation: 4,962'
GL Elevation: 4,948

Spud Date: 8-9-14
Completion Date: 9-9-14

TVD: 7,100'
MD: 7,100'
Current PBTD: 7,061'
Last PBTD: 7,009' (06-26-14)

Tubing Detail

2-3/8" inch(OD)
4.7 # (weight)
J-55 grade

Tubing Tally	Length	Depth
208 jts 2-3/8" tbg	6541	6541
5-1/2" x 2-3/8" TAC	4	6545
6 jts 2-3/8" tbg	194	6739
DN	1	6740
1 - 4' perf sub	4	6744
1 jt 2-3/8" MA	25	6769

DV tool @ 6,046'

Surface Casing

8-5/8" inch (OD)
24 # (weight)
J-55 grade
601 depth from KB
Surface cement top — Visual Returns
226 sacks of cement
12-1/4" inch (OD) HOLE SIZE

Production Casing

5-1/2" inch (OD)
15.50 # (weight)
J-55 grade
7096 depth from KB
Surface cement top — CBL
215 sacks of cement
7-7/8" inch (OD) HOLE SIZE
6,046' DV tool depth
50 sacks of cement

Open Perforations:
6,914' - 6,926'
DCNO
4 CPF

Pump Details:

Pumping Unit Details:

Well Notes:

PBTD: 7,009' (06-26-14)

Paul 6-7 WBD

Foundation Energy Management, LLC

WELLBORE DIAGRAM

Well / Battery	Prospect Name		Total Depth	Current Status
Paul 6-7	DOC IV		6,989'	PR
Location	**Sec-Twn-Rng**		**Producing Horizon**	**County & State**
NWQE	6-7N-59W		DCNC	Weld, CO

WELLBORE DIAGRAM

Prepared Date: 12/9/14
Prepared By: Lance Bentley

General Info

API #: 05-123-21912

KB Elevation: 4,988'
GL Elevation: 4,996'

Spud Date: 03-13-2004
Completion Date: 03-29-2004

TVD: 6,989'
MD: 6,989'
Original PBTD:
Current PBTD: 6,975' (03-06-2013)

Tubing Detail

2-3/8" inch(OD)
4.7 # (weight)
J-55 grade

Tubing Tally	Length	Depth
6' 2-3/8" sub	6	6
211 - 2-3/8"	6828	6834
SN	1	6835

Surface Casing

8-5/8" inch (OD)
24 # (weight)
N-24 grade
518' depth from KB
Surface cement top — Visual Returns
375 sacks of cement
12-1/4" inch (OD) HOLE SIZE

Production Casing

5-1/2" inch (OD)
15.5 # (weight)
J-55 grade
6,989' depth from KB
6,552' cement top — CBL
200 sacks of cement
7-7/8" inch (OD) HOLE SIZE

Open Perforations

6,842' - 6,854' (GL) 48 holes
4 SPF
DCNC

Pump Details:

Pumping Unit Details:
American 114 C96 64" stroke

Well Notes:

Stimulation:

PBTD: 6,975' (03-06-2013)

State 36-16 WBD

Foundation Energy Management, LLC

WELLBORE DIAGRAM

Well / Battery	Prospect Name		Total Depth	Current Status
State 36-16	DOC III/V		6,970'	PR
Location	**Sec-Twn-Rng**		**Producing Horizon**	**County & State**
SESE	36-8N-60W		DCND	Weld, CO

WELLBORE DIAGRAM

Prepared Date: 3/24/14
Prepared By: Lance Bentley

General Info

API #: 05-123-20908

KB Elevation: 4,946'
GL Elevation: 4936'

Spud Date: 6-11-2002
Completion Date: 10/15/2002

TVD: 6,970'
MD: 6,970
Last PBTD: 6907' (2/3/14)

Tubing Detail

2-3/8" inch (OD)
4.7 # (weight)
J-55 grade

Tubing Tally	Length	Depth
212 jts 2-3/8" tbg	6600	6600
5-1/2" x 2-3/8" TAC	4	6604
1 jts 2-3/8" tbg	31	6635
DN	1	6636
1 - 4' perf sub	4	6640
1 jt 2-3/8" MA	32	6672

Surface Casing

8-5/8" inch (OD)
24 # (weight)
N-24 grade
436 depth from KB
Surface cement top — Visual Returns
350 sacks of cement
12-1/4" inch (OD) HOLE SIZE

Rod Design	length	depth
Polish Rod	22	20
2 x 2' sub - 7/8"	4	24
88 - 7/8" rods	2200	2224
182 - 3/4" rods	4550	6774
1 1/2"x16' pump	16	6790

Production Casing

4-1/2" inch (OD)
11.60 # (weight)
J-55 grade
6,969' depth from KB
5,930' cement top — CBL
200 sacks of cement
7-7/8" inch (OD) HOLE SIZE

Pump Details:
2" x 1-1/2" x 16'

Pumping Unit Details:

Open Perforations

6,820' - 6,840'
DCND
48 holes - .375

Well Notes:

PBTD: 6907' (2/3/14)

Wickstrom 6-4 WBD

Foundation Energy Management, LLC

WELLBORE DIAGRAM

Well / Battery	Prospect Name		Total Depth	Current Status
Wokstrom 6-4	DOC III/IV			DI
Location	**Sec-Twn-Rng**		**Producing Horizon**	**County & State**
	6-7N-65W		DONO	Weld, CO

WELLBORE DIAGRAM

Prepared Date: 9/5/14
Prepared By: Lance Bentley

General Info

API #: 05-123-38576

KB Elevation: 4,981'
GL Elevation: 4,969'

Spud Date: 9-27-14
Completion Date: 9-9-14

TVD: 7,100'
MD: 7,100'
Current PBTD: 7,037'
Last PBTD: 6,974' (7-2-14)

Tubing Detail

2-3/8" inch(OD)
4.7 # (weight)
J-55 grade

Tubing Tally	Length	Depth
205 jts 2-3/8" tbg	6691	6691
5-1/2" x 2-3/8" TAC	4	6695
6 jts 2-3/8" tbg	194	6889
QN	1	6890
1 - 4' perf sub	4	6894
1 jt 2-3/8" MA	25	6919

DV tool @ 5,073'

Surface Casing

8-5/8" inch (OD)
24 # (weight)
J-55 grade
624 depth from KB
Surface cement top — Visual Returns
210 sacks of cement
12-1/4" inch (OD) HOLE SIZE

Production Casing

5-1/2" inch (OD)
15.5 # (weight)
J-55 grade
7,068' depth from KB
Surface cement top — CBL
480 sacks of cement
7-7/8" inch (OD) HOLE SIZE
5,073' DV tool depth
50 sacks of cement

Open Perforations

6,845' - 6,854'
DONO
4 OPF

Pump Details:

Pumping Unit Details:

Well Notes:

PBTD: 6,974' (7-2-14)

Wickstrom 6-5 WBD

Foundation Energy Management, LLC

WELLBORE DIAGRAM

Well / Battery	Prospect Name		Total Depth	Current Status
Wiekstrom 6-6	DOC - Fund 4		4,958'	PR
Location	**Sec-Twn-Rng**		**Producing Horizon**	**County & State**
SWNW	6-7N-68W		DGND	Weld, CO

WELLBORE DIAGRAM

Prepared Date: 1/3/2014
Prepared By: Juan Posada

General Info

API #: 05-123-21316

KB Elevation: 4,975
GL Elevation: 4,963

Spud Date: 4-18-2003
Completion Date: 4-22-2003

TVD: 6,994'
MD: 6,994'
Last PBTD: Unknown

Tubing Detail

2-3/8" inch (OD)
4.7 # (weight)
J-55 grade

Tubing Tally

	Length	Depth
1x12' + 1x8' 2 3/8"	18	18
211 jts 2-3/8" tbg	6821	6839
SN	1	6840

Surface Casing

8-5/8" inch (OD)
24 # (weight)
N-24 grade
406 depth from KB
Surface cement top — Visual Returns
285 sacks of cement
12-1/4 inch (OD) HOLE SIZE

Production Casing

5-1/2" inch (OD)
15.50 # (weight)
J-55 grade
6,994' depth from KB
5,730' cement top — CBL
200 sacks of cement
7-7/8" inch (OD) HOLE SIZE

Open Perforations

6,836' - 6,844' 32 shots - .3"
DGND

Pump Details:
Plunger Lifted

Pumping Unit Details:
N/A

Well Notes:

PBTD: Unknown

Wickstrom 6-12 WBD

Foundation Energy Management, LLC

WELLBORE DIAGRAM

Well / Battery	Prospect Name		Total Depth	Current Status
Wiekstrom 6-12	DOC - Fund 4		4,958'	PR
Location	**Sec-Twn-Rng**		**Producing Horizon**	**County & State**
NWQW	6-7N-59W		DCND	Weld, CO

WELLBORE DIAGRAM

Prepared Date: 11/12/2013
Prepared By: Juan Pocada

General Info

API #: 05-123-32065

KB Elevation: 4,961'
GL Elevation: 4,972'

Spud Date: 09-10-2010
Completion Date: 09-16-2010

TVD: 7000
MD: 4,958'
Last PBTD: 6,911' (9-23-2010)

Tubing Detail

2-3/8" inch (OD)
4.7 # (weight)
J-55 grade

Tubing Tally

	Length	Depth
213 jts 2-3/8" tbg	6624	6624
5-1/2" x 2-3/8" TAC	4	6628
6 jts 2-3/8" tbg	189	6817
DN	1	6818

Surface Casing

8-5/8" inch (OD)
24 # (weight)
N-24 grade
663 depth from KB
Surface cement top — Visual Returns
250 sacks of cement
11 inch (OD) HOLE SIZE

Production Casing

5-1/2" inch (OD)
10.5/11.6 # (weight)
J-55 grade
6,980 depth from KB
5,730' cement top — CBL
180 sacks of cement
7-7/8" inch (OD) HOLE SIZE

Open Perforations

6,816' - 6,822' 24 shots - .4"
DCND

Pump Details:
Plunger Lifted

Pumping Unit Details:
N/A

Well Notes:

PBTD: 6,911' (9-23-2010)

Exhibit E-9

Mule Reservoir Pressure Data Summary

Date	Well	Pressure		Datum	Test Type	Corrected Pres.	
10/23/2000	Green 1-13	1858	psi	6850	DST	1852	psi
1/19/2001	Green 1-3	1848	psi	6837	DST	1847	psi
4/5/2008	Green 1-1	1087	psi	6812	BHPS	1097	psi
11/12/2009	Chalk 31-13	982	psi	6836	BHPS	982	psi
9/27/2010	Wickstrom 6-12	947	psi	6818	BHPS	954	psi
2/28/2013	Wickstrom 6-12	638	psi	6846	BHPS	636	psi
3/13/2013	Wickstrom 6-5	595	psi	6840	SP	609	psi
3/15/2013	Paul 6-7	384	psi	6895	BHPS	363	psi
7/18/2015	Green 1-10	634	psi	6850	BHPS	629	psi
3 years after start of WF	-	1450	psi	-	-	-	psi
6 years after start of WF	-	1850	psi	-	-	-	psi

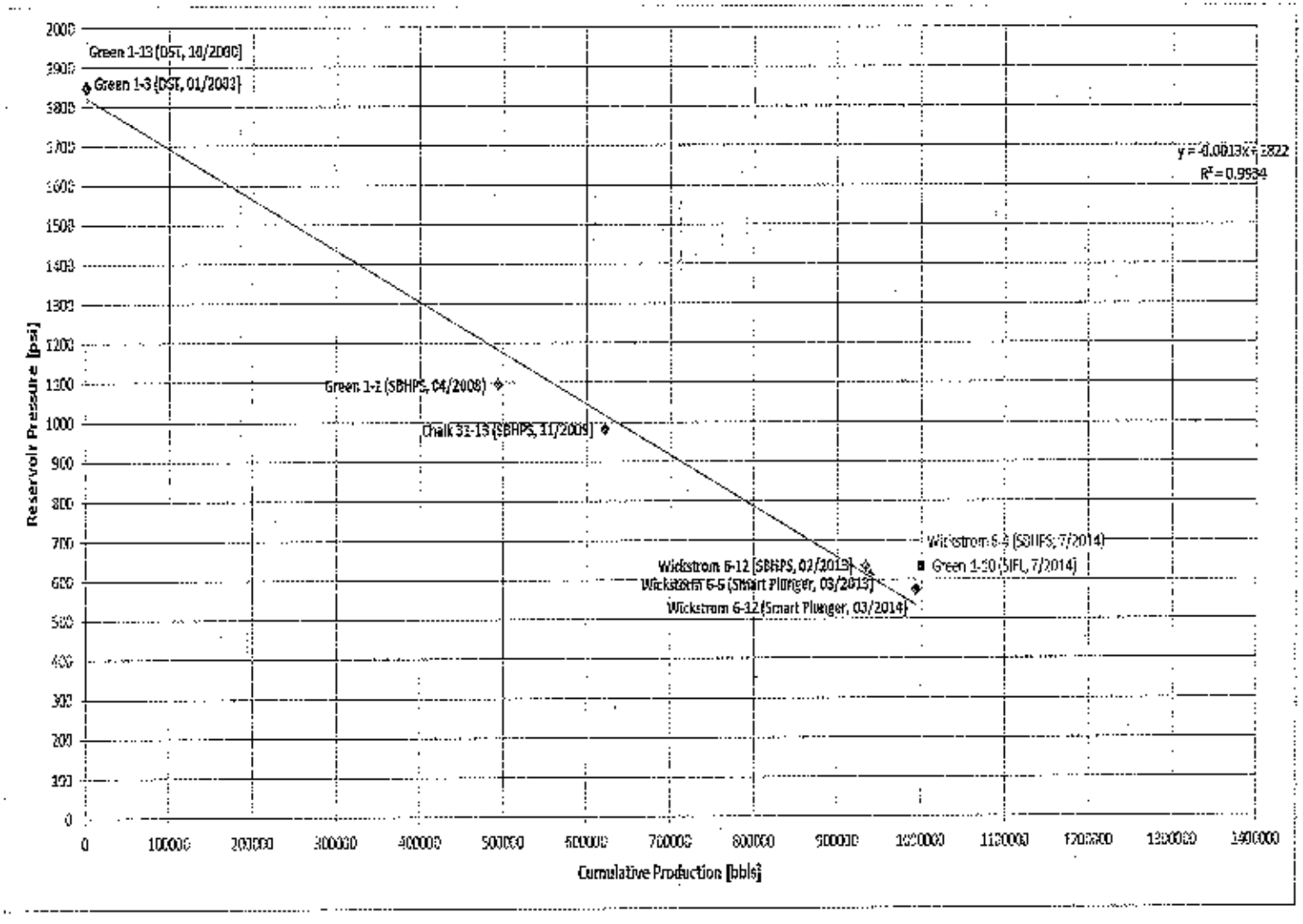

Green 1-13 (DST, 10/2000)
Green 1-3 (DST, 01/2003)
Green 1-2 (SBHPS, 04/2008)
Chalk 31-13 (SBHPS, 11/2009)
Wickstrom 6-12 (SBHPS, 02/2013)
Wickstrom 6-5 (Smart Plunger, 03/2013)
Wickstrom 6-12 (Smart Plunger, 03/2014)
Wickstrom 6-5 (SBHPS, 7/2014)
Green 1-20 (SIFL, 7/2014)
y = -0.0013x + 1822
R² = 0.9934
Reservoir Pressure [psi]
Cumulative Production [bbls]
0
100000
200000
300000
400000
500000
600000
700000
800000
900000
1000000
1100000
1200000
1300000
1400000
100
200
300
400
500
600
700
800
900
1000
1100
1200
1300
1400
1500
1600
1700
1800
1900
2000

Exhibit E-10

Initial Investment	$700,000
Secondary Recovery	334 Mbbl
Price Deck	100% NYMEX (9/22/15)*
Economic Indicators:	
ROI [disc]	4.89
ROI [undisc]	14.12
Payout	5.84
IRR	26.00%
PW10%	$1.9 million

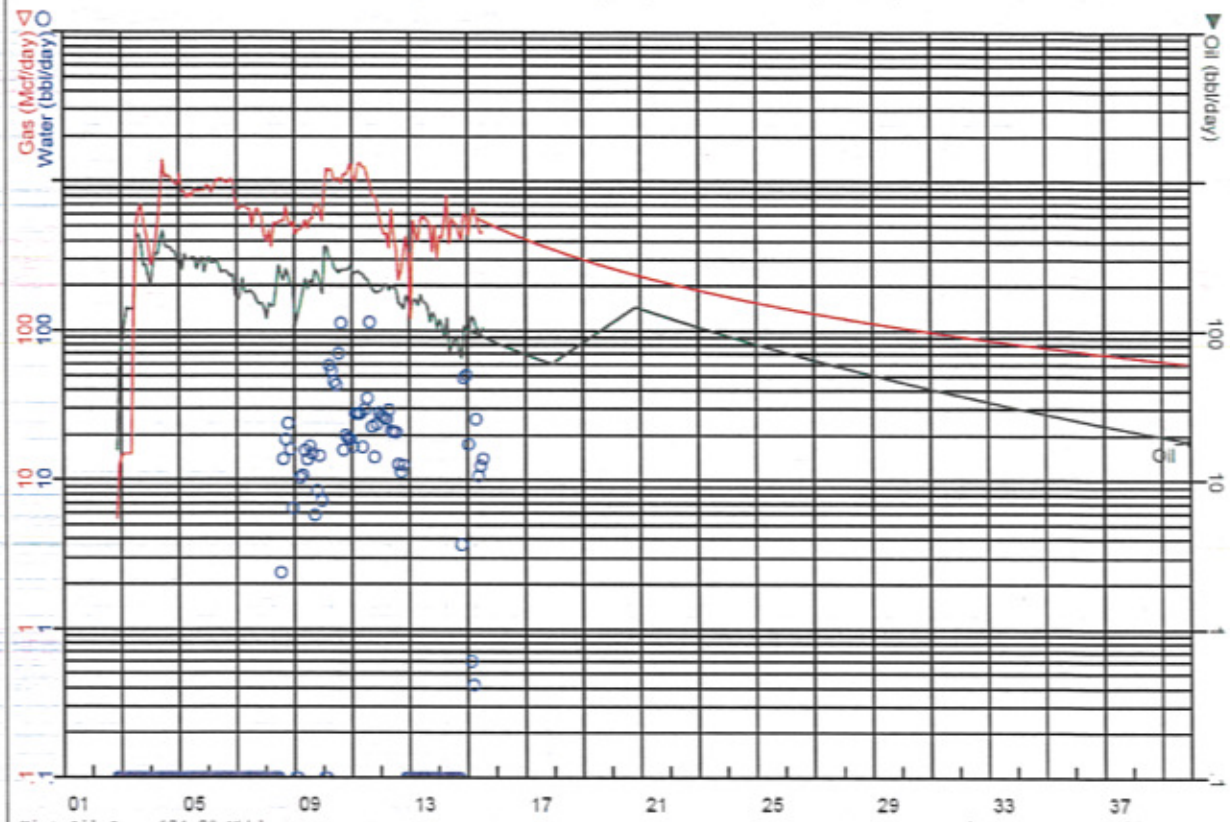
*NYMEX price deck from 9-22-15 assumes an average oil price of $55.75/bbl for the next four years and then a price of $61.59/bbl until ECL. It assumes an average gas price of $3.20/mcf for the next 4 years and then a price of $3.40/mcf until ECL.

Exhibit E-11

Case Name: Mule - with WF
County,State: WELD,CO
Oper: FOUNDATION ENERGY

Field: CROW
Reservoir: D SAND
Disc Value: 6,791.36 M$

Mule expected rates with WF - primary + 334 Mbbl secondary recovery



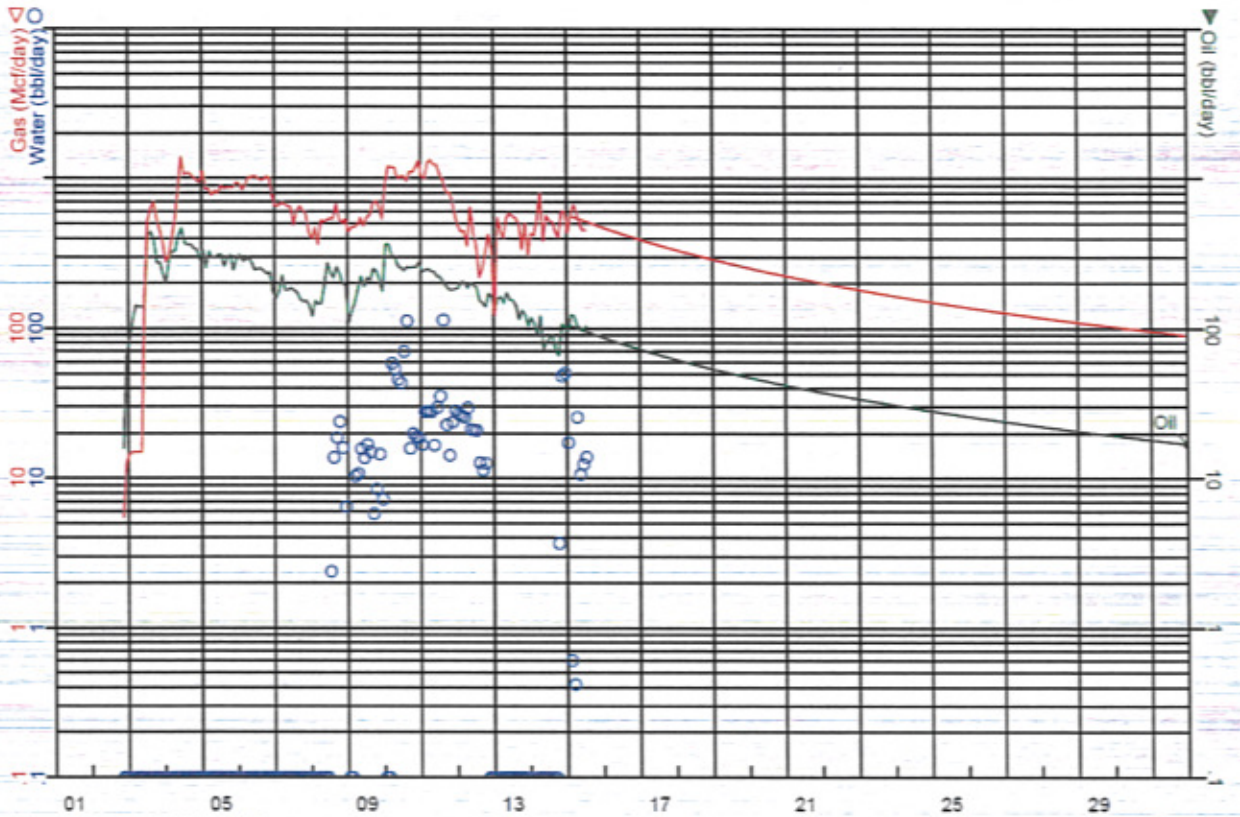
Hist Oil Cum: 574.78 Mbbl
Oil Rem: 554.52 Mbbl
Oil EUR: 1,534.70 Mbbl

Hist Gas Cum: 3,075.22 Mmcf
Gas Rem: 1,451.83 Mmcf
Gas EUR: 4,600.25 Mmcf

Case Name: Mule - do nothing
County,State: WELD,CO
Oper: FOUNDATION ENERGY

Field: CROW
Reservoir: D SAND
Disc Value: 3,843.99 M$

Mule expected rates without WF



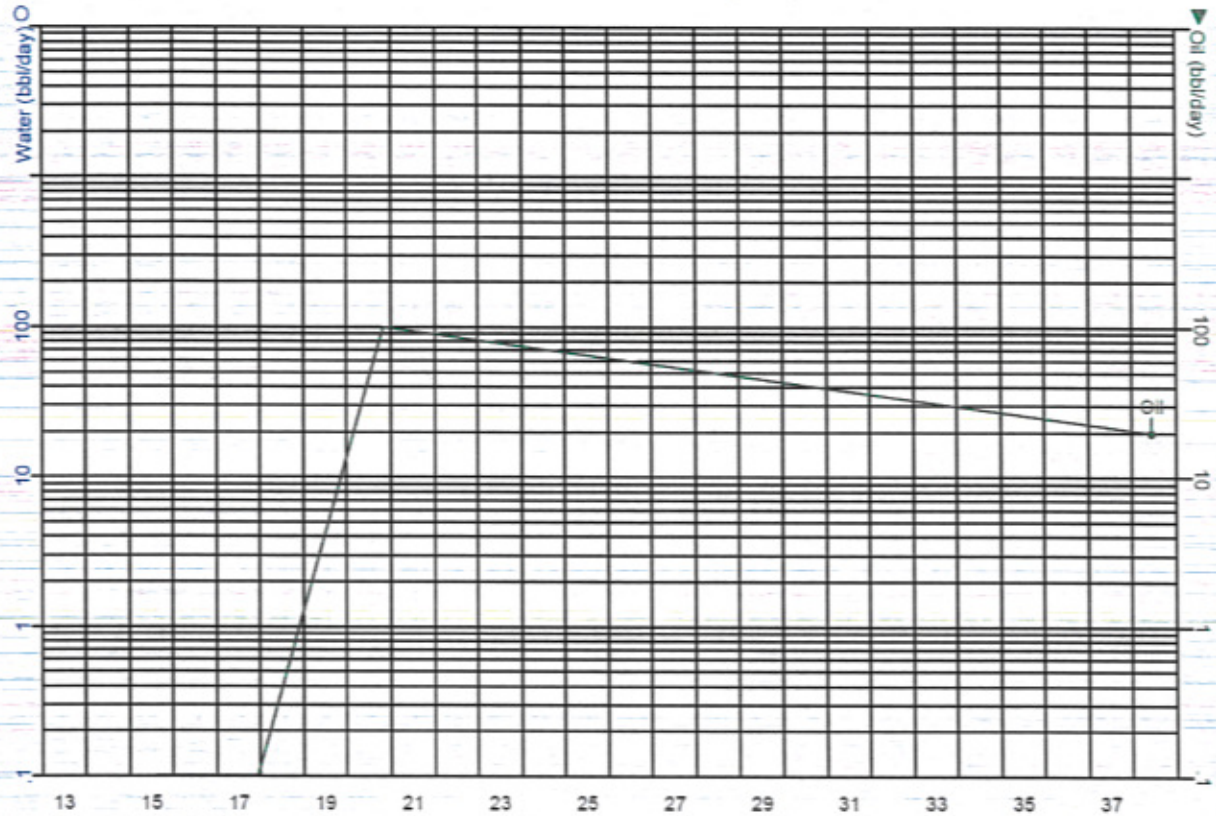
Hist Oil Cum: 574.78 Mbbl
Oil Rem: 262.92 Mbbl
Oil EUR: 1,243.39 Mbbl

Hist Gas Cum: 3,075.22 MMcf
Gas Rem: 1,408.87 MMcf
Gas EUR: 4,514.82 MMcf

Case Name: Mule Incremental WF - Convert Green
County,State: WELD,CO
Oper: FOUNDATION ENERGY

Field: Water Flood
Reservoir: D SAND
Disc Value: 2,060.55 M$

Oil Incremental Rate with WF - start INJ 2016 @ 100 BWPD



Hist Oil Cum: 0.00 Mbbl
Oil Rem: 333.93 Mbbl
Oil EUR: 333.94 Mbbl

Hist Gas Cum: 0.00 MMcf
Gas Rem: 0.00 MMcf
Gas EUR: 0.00 MMcf

Exhibit E-12

Due to the D Sand inclination in the Mule reservoir, the proposed water flood pattern is to inject in the water leg and sweep from east to west in a systematic pattern as the water front encroaches the respective wells, as well as, reinject all produced cap back into the gas cap to aid pressure maintenance. The Green 1-1 is the current candidate for conversion to water injection, as it is the lowest well structurally and has seen a strong presence of water encroachment. The Wickstrom 6-12 is the current candidate to convert to gas injection as it is the highest well structurally and is in the gas cap. The Green 1-7 & 1-11 are new drill locations located at NESW Section 1 T7N-R60W, 6 PM & SWNE Section 1 T7N-R60W, 6 PM, to help explore and develop the southern portion of the reservoir and the water flood.

Exhibit E-13

The determination of the tract allocation factors was based largely on the balancing of royalty payments before and after unitization. Total royalty revenue was calculated for each royalty owner since the September 2014 when the Wickstrom 6-4 and Green 1-10 were drilled, in order to have the fairest possible time frame. Then each mineral owner was assigned a percentage of total royalty revenue distributed since September 2014. Based on the expected water flood performance shown in Exhibit E-11, a system of variables were taken into account to try and match the percentage of total royalty revenue distributed since September 2014. HCPV, remaining primary oil, and remaining primary gas were used to calculate the tract allocation factor.

Tract #	Assoc. well	Remaining Primary Oil [Mbbl]	Remaining Primary Gas [MMcf]	HCPV [acre-ft]
Tract #1	State 36-16	70.8	86.71	37.17
Tract #2	Chalk 31-13	51.4	335.4	103.43
Tract #3	Wickstrom 6-4	37.9	135.5	-
Tract #3	Wickstrom 6-5	16.0	180.7	-
Tract #3 SUM	SUM	53.9	316.2	121.17
Tract #4	Paul 6-7	3.9	72.6	75.74
Tract #5	Wickstrom 6-12	1.1	188.5	82.03
Tract #6	Green 1-10	58.2	291.3	158.03
Tract #8	Green 1-1	33.2	117.0	34.4

The following weights, for the 3 previously mentioned variables, gave tract allocation factors that allowed for royalty revenue to remain relatively constant before and after unitization:

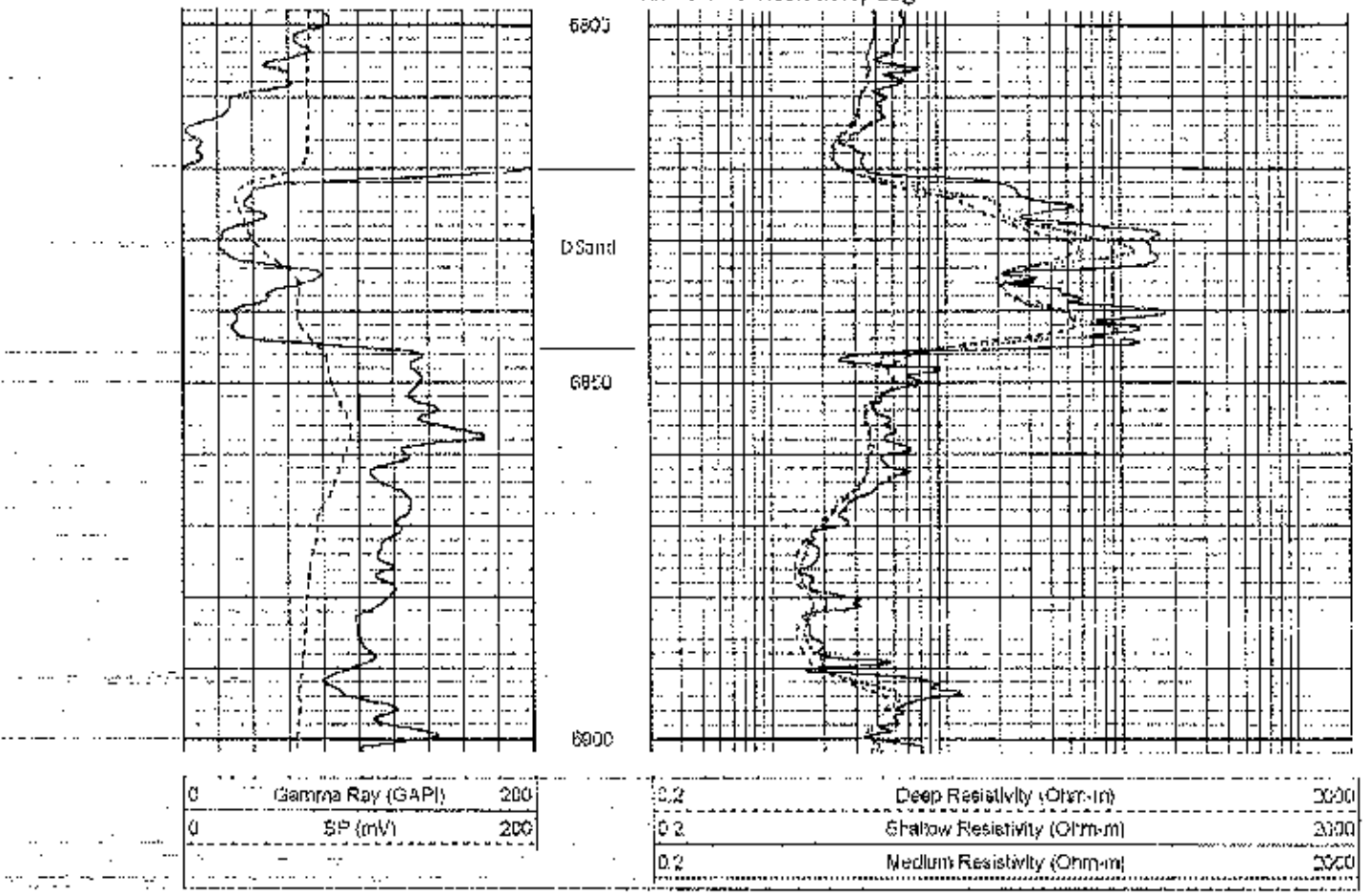
Weighting Factors	
HCPV	40%
Remaining Primary Oil	40%
Remaining Primary Gas	20%

The following tract allocations was then determined from the above weighted variables:

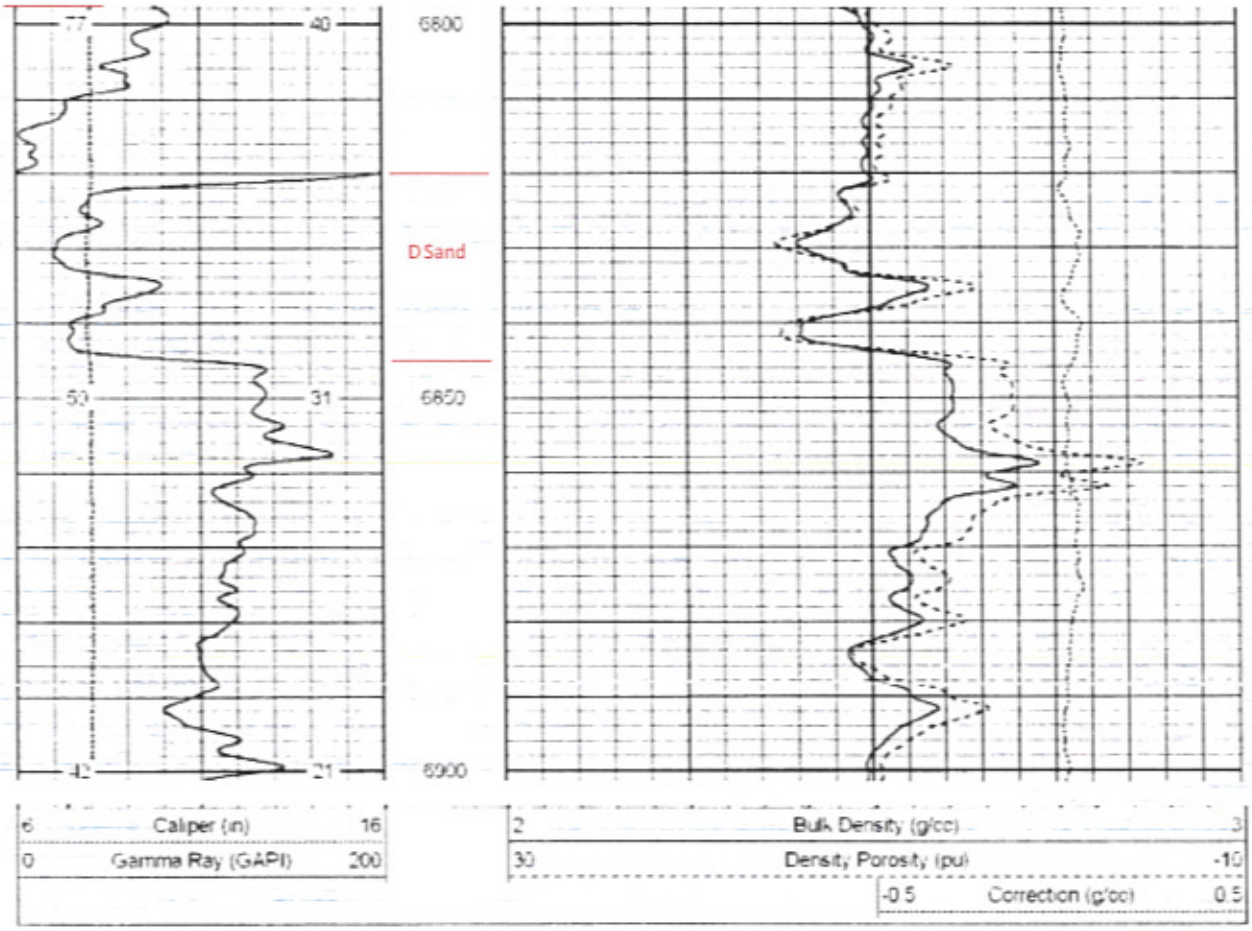
	Allocation Factor
Tract#1 (State 36-16)	14.1%
Tract #2 (Chalk 31-13)	19.1%
Tract #3 (Wick 6-4 & 6-5)	20.3%
Tract #4 (Paul)	6.6%
Tract #5 (Wick 6-12)	8.2%
Tract #6 (Green 1-10)	23.0%
Tract #7 (Green 1-1)	8.8%
	100.0%

Exhibit E-14

Chalk 31-13 Resistivity Log



Chalk 31-13 Neutron Porosity Log



Chalk 31-13 Completed Interval Report

Form 5A Rev 02/08

Page 1

01716599

State of Colorado

Oil and Gas Conservation Commission

1120 Lincoln Street, Suite 801, Denver, Colorado 80203 Phone: (303)894-2100 Fax:(303)894-2109

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COMPLETED INTERVAL REPORT

The Completed Interval Report, Form 5A, shall be submitted within thirty (30) days of completing a formation (successful or not), when a formation is temporarily abandoned or permanently abandoned, for a recompletion, reperforation or restimulation, or when a formation is commingled. Fill out a section for each formation. Attach as many pages as required to fully describe the work. List in order of completion.

1. OGCC Operator Number: 24461
2. Name of Operator: Diversified Operating Corporation
3. Address: 15000 Walsh Ave., Suite 102
City: Golden State: CO Zip: 80401
4. Contact Name: Bill Warburton
Phone: 303 384-9611
Fax: 303 384-9612

Complete the Attachment Checklist

	OP	OGCC
wellbore diagram		

5. API Number: 05-123-30654-00
6. County: Weld
7. Well Name: Chalk
Well Number: 31-13
8. Location (Qtr/Qtr, Sec, Twp, Rng, Meridian): SWSW Sec 31 T8N R59W 6th PM

FORMATION: D Sand Status: Producing

Treatment Date: 12/9/09 Date of First Production this formation: 01/01/10

Perforations Top: 6822' Bottom: 6844' No. Holes: 64 Hole size: 3/8"

Provide a brief summary of the formation treatment: Open Hole ☐

Stimulated with 740 bbls gelled water, 50,000 pounds of proppant and 20 tons Carbon Dioxide. Pumped at 30 barrels a minute down 5 1/2" casing at an average injection pressure of 3000 PSIG

This formation is commingled with another formation: ☐

Test Information:

Date: 01/04/10 Hours: 24 Bbls oil: 84 Mcf Gas: 100 Bbls H_2O: 0

Calculated 24 hour rate: Bbls oil: Mcf Gas: Bbls H_2O: GOR:

Test Method: Pumping Unit Casing PSI: Tubing PSI: Choke size:

Gas Disposition: Sold Gas Type: Wet BTU Gas: 1227 API Gravity Oil: 41.5

Tubing Size: 2 3/8" Tubing Setting Depth: 6839' Tbg setting date: 12/11/09 Packer Depth:

Reason for Non-Production:

Date formation Abandoned: Squeezed ☐ Yes ☐ No If yes number of sacks cmt:

Bridge Plug Depth: Sacks cement on top:

FORMATION: Status:

Treatment Date: Date of First Production this formation:

Perforations Top: Bottom: No. Holes: Hole size:

Provide a brief summary of the formation treatment: Open Hole ☐

This formation is commingled with another formation: ☐

Test Information:

Date: Hours: Bbls oil: Mcf Gas: Bbls H_2O:

Calculated 24 hour rate: Bbls oil: Mcf Gas: Bbls H_2O: GOR:

Test Method: Casing PSI: Tubing PSI: Choke size:

Gas Disposition: Gas Type: BTU Gas: API Gravity Oil:

Tubing Size: Tubing Setting Depth: Tbg setting date: Packer Depth:

Reason for Non-Production:

Date formation Abandoned: Squeezed ☐ Yes ☐ No If yes number of sacks cmt:

Bridge Plug Depth: Sacks cement on top:

I hereby certify that the statements made in this form are, to the best of my knowledge, true, correct and complete

Print Name: Bill Warburton Email: wiwg@coorals.com

Signature: Bill Warburton Title: Petroleum Engineer Date: 01/07/10

Chalk 31-13 Drilling Completion Report

FORM 5 Rev 12/05

01985739

State of Colorado

Oil and Gas Conservation Commission

1120 Lincoln Street, Suite 801, Denver, Colorado 80203 Phone: (303)894-2100 Fax: (303)894-2109

RECEIVED NOV 19 2009 COGCC

DRILLING COMPLETION REPORT

This form is to be submitted within 30 days of the setting of production casing, the plugging of a dry hole, the deepening or sidetracking of a well, or any time the wellbore configuration is changed. If the well is deepened or sidetracked a new Form 5 is required. If an attempt has been made to complete/produce a well, then the operator shall submit Form 5A (Completed Interval Report). If the well has been plugged, a form 6 (Well Abandonment Report) is required.

1. OGCC Operator Number: 24461
2. Name of Operator: Diversified Operating Corporation
3. Address: 10003 W 6th Ave., Suite 102
City: Golden State: CO Zip: 80401
4. Contact Name: Bill Warburton
Phone: 303 384-5911
Fax: (303) 384-9812

Complete the Attachment Checklist

	OP	OGCC
Logs	✓	
Directional Survey*		
35° Angles		
Core Analysis		
Drill summary*	✓	

5. API Number: 05- 123-36654-00
6. County: Weld
7. Well Name: Chalk
Well Number: 31-13
8. Location (QtrQtr, Sec, Twp, Rng, Meridian): SWSW Sec 31 T6N R66W 6th PM
Footage at surface: 520 FNL/FSL S 627 FEL/FWL W
As Drilled Latitude: 40.81323 As Drilled Longitude: -104.609465
GPS Data:
Date of Measurement: 11/7/2009 PDOP Reading: 3.500 GPS Instrument Operator's Name: Neal McCormick
** If directional, footage at Top of Prod. Zone: FNL/FSL FEL/FWL Sec, Twp, Rng
** If directional, footage at Bottom Hole: FNL/FSL FEL/FWL Sec, Twp, Rng
9. Field Name: Crow
10. Field Number: 13600
11. Federal, Indian or State Lease Number:
12. Spud Date: (when the 1st bit hit the dirt) 10/17/2009
13. Date TD: 10/26/2009
14. Date Casing Set or D&A: 10/27/2009
15. Well Classification: Dry ✓ Oil Gas Coalbed Disposal Stratigraphic Enhanced Recovery Gas Storage Observation Other:
16. Total Depth MD 7018' TVD**
17. Plug Back Total Depth MD 6978' TVD**
18. Elevations GR 4957' KB 4963'
One paper copy of all electric and mud logs must be submitted, along with one digital LAS copy as available.
19. List Electric Logs Run: Dual Induction GR, Compensated Neutron Density GR, CBL

20 **CASING, LINER and CEMENT**

*If Cement Bond Log was not run, submit cementer's cement job summary for each casing cemented

String	Hole Size	Csg/Liner Size	Csg/Liner Top	Csg/Tool Setting Depth	Number of sacks cmt	Cement Top	Cement Bottom	CBL*	Calculated*
Conductor									
Surface	12 1/4"	8 5/8"	Surface	388'	375	Surface	388'		✓
Production	7 7/8"	5 1/2"	Surface	7001'	200	5980'	7001'	✓	
Stage, Squeeze, Remedial Cement Job									
Production	7 7/8"	5 1/2"	Surface	610'	202	~~Surface~~ 260	~~610'~~ 590	✓	
Stage, Squeeze, Remedial Cement Job									
Stage, Squeeze, Remedial Cement Job									
Liner									
Liner									

OVER displaced tech chg

21 **FORMATION LOG INTERVALS AND TEST ZONES**

FORMATION NAME	Measured Depth Top	Measured Depth Bottom	Check if applies DST	Check if applies Cored	COMMENTS
"D" Sand	6820'	6918'			
"J" Sand	6969'	7018'			

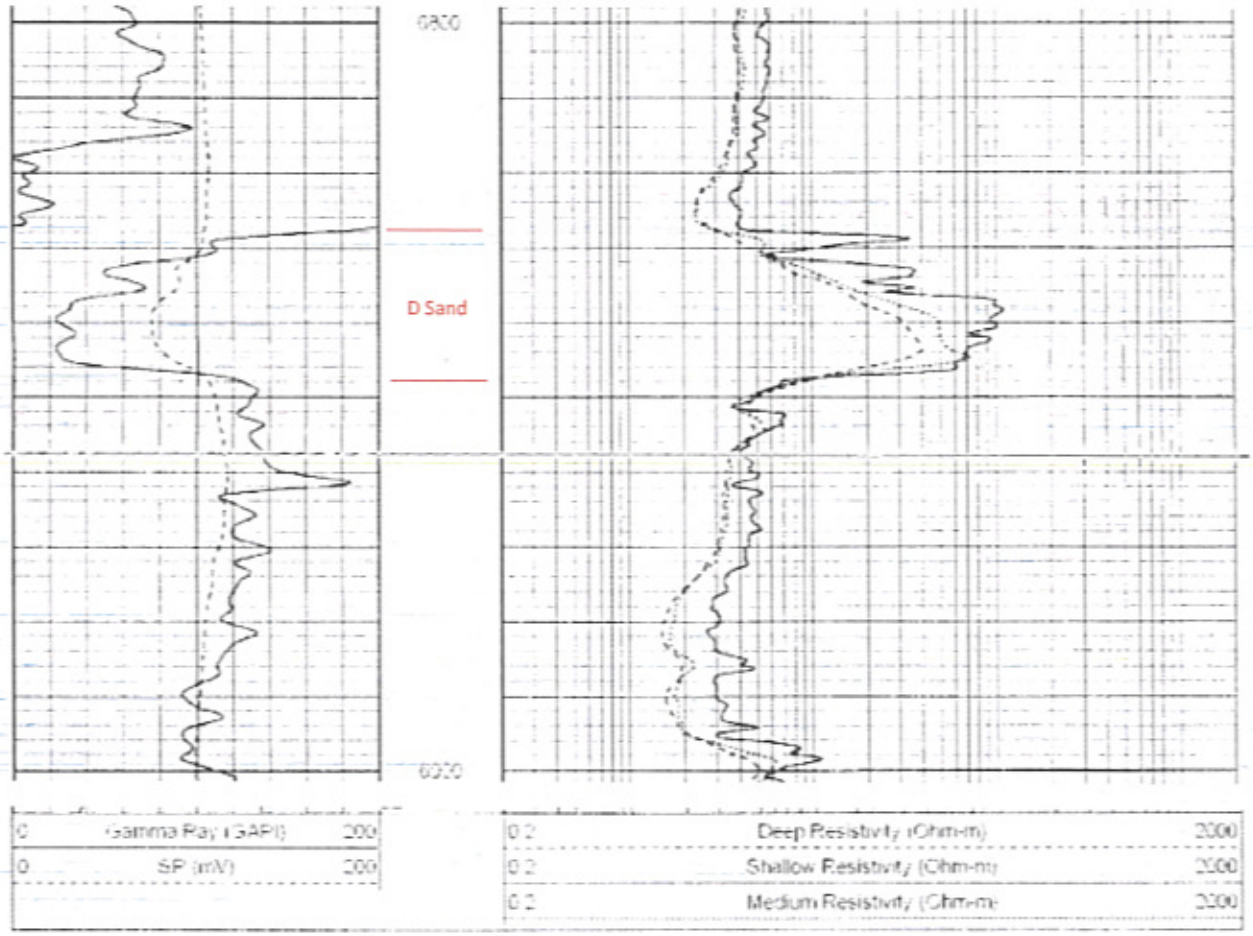
All DST and Core Analysis must be submitted to COGCC

I hereby certify that the statements made in this form are, to the best of my knowledge, true, correct and complete.

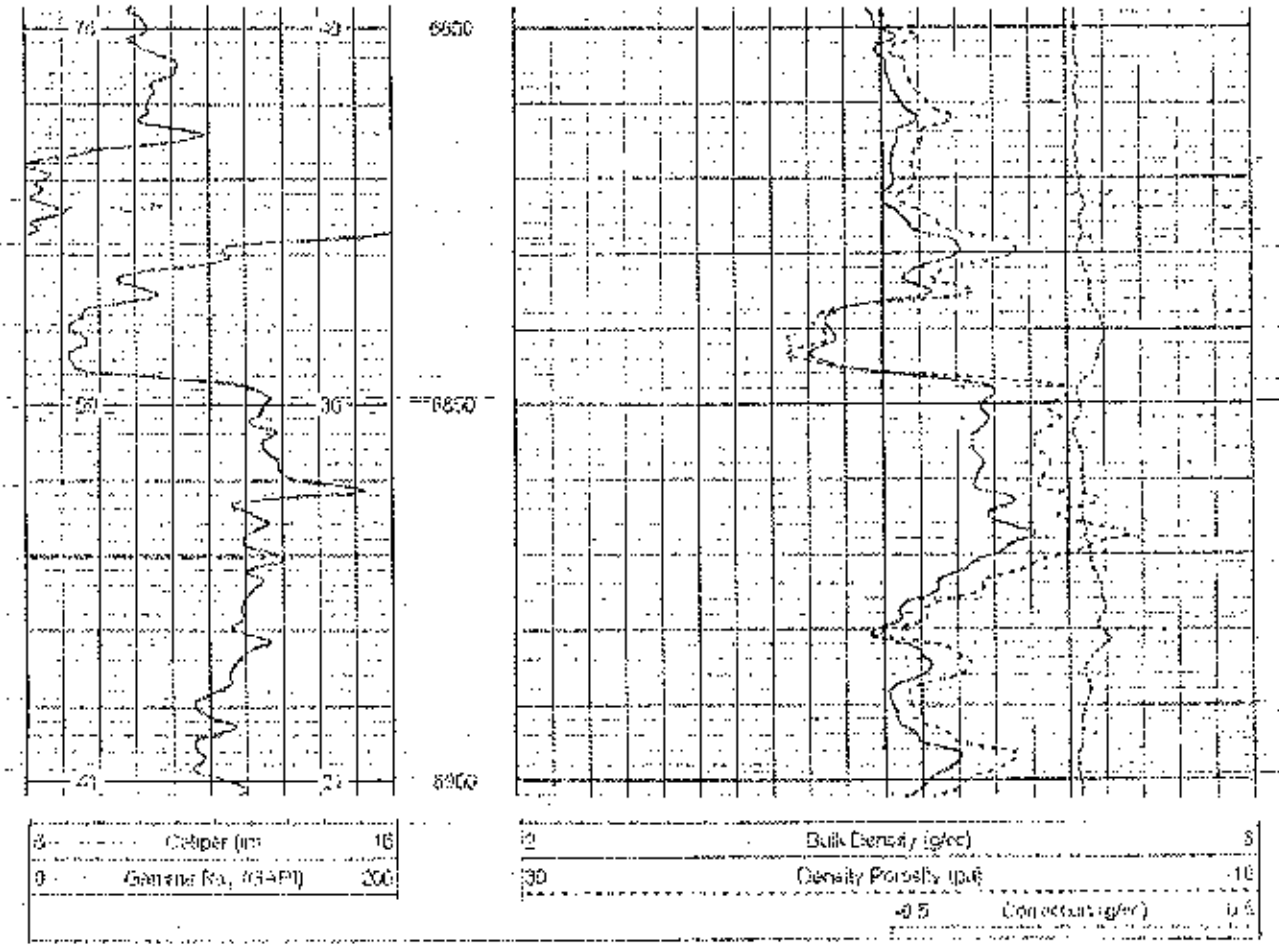
Print Name: Bill Warburton E-mail: wiw@doccale.com

Signature: Bill Warburton Title: Petroleum Engineer Date: 11/16/2009

Green 1-1 Resistivity Log



Green 1-1 Neutron Porosity Log



Green 1-1 Completed Interval Report

FORM 5A Rev 12/05

Page 1

01883912

State of Colorado

Oil and Gas Conservation Commission

1120 Lincoln Street, Suite 801, Denver, Colorado 80203 Phone: (303)894-2100 Fax (303)894-2109

COMPLETED INTERVAL REPORT

RECEIVED MAY 15 2008 COGCC

The Completed Interval Report, Form 5A, shall be submitted within thirty (30) days of completing a formation (successful or not), when a formation is temporarily abandoned or permanently abandoned, for a recompletion, reperforation or restimulation, or when a formation is commingled. Fill out a section for each formation. Attach as many pages as required to fully describe the work. List in order of completion.

1 OGCC Operator Number: 24461
2 Name of Operator: Diversified Operating Corporation
3 Address: 15000 W 6th Avenue, Suite 102
City: Golden State: CO Zip: 80401
4 Contact Name: Terry J. Cameron
Phone: (303) 384-9611
Fax: (303) 384-9612

Complete the Attachment Checklist

	OP	OGCC
wellbore diagram		

5 API Number: 05-123-26575-00
6 County: Weld
7 Well Name: Green 1-1
8 Location (QtrQtr, Sec, Twp, Rng, Meridian): NENE 1-7N-60W 6th

FORMATION: D Sand Status: Producing

Treatment Date: 4/7/2008 Date of First Production this formation: 5/10/2008

Perforations Top: 6836 Bottom: 6846 No. Holes: 40 Hole size: 0.42"

Provide a brief summary of the formation treatment: Open Hole ☐

691 BBL Fluid, 50,000 # 20/40 sand, 14 BPM, 2690 PSI Pumping

This formation is commingled with another formation ☐

Test Information

Date: 5/10/2008 Hours: 24 Bbls oil: 122 Mcf Gas: 40 Bbls H_2O: 57

Calculated 24 hour rate Bbls oil: Mcf Gas: Bbls H_2O: GOR:

Test Method: Pumping Casing PSI: 60 Tubing PSI: Choke size:

Gas Disposition: sold Gas Type: WET BTU Gas: 1250 API Gravity Oil: 40.8

Tubing Size: 2 3/8" Tubing Setting Depth: 6883 Tbg setting date: 4/14/2008 [redacted] Depth: 6697

Reason for Non-Production:

Date formation Abandoned: Squeezed ☐ Yes ☐ No If yes number of sacks cmt:

Bridge Plug Depth: Sacks cement on top:

FORMATION: Status:

Treatment Date: Date of First Production this formation:

Perforations Top: Bottom: No. Holes: Hole size:

Provide a brief summary of the formation treatment: Open Hole ☐

This formation is commingled with another formation ☐

Test Information:

Date: Hours: Bbls oil: Mcf Gas: Bbls H_2O:

Calculated 24 hour rate Bbls oil: Mcf Gas: Bbls H_2O: GOR:

Test Method: Casing PSI: Tubing PSI: Choke size:

Gas Disposition: Gas Type: BTU Gas: API Gravity Oil:

Tubing Size: Tubing Setting Depth: Tbg setting date: Packer Depth:

Reason for Non-Production:

Date formation Abandoned: Squeezed ☐ Yes ☐ No If yes number of sacks cmt:

Bridge Plug Depth: Sacks cement on top:

I hereby certify that the statements made in this form are, to the best of my knowledge, true, correct and complete.

Print Name: Bill Warburton Email: wbw@dpccolo.com

Signature: Bill Warburton Title: Petroleum Engineer Date: 5/14/08

Green 1-1 Drilling Completion Report

FORM 5 Rev 12/05

State of Colorado
Oil and Gas Conservation Commission
1120 Lincoln Street, Suite 801, Denver, Colorado 80203 Phone: (303)894-2100 Fax: (303)894-2109

DRILLING COMPLETION REPORT

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APR 23 2008
COGCC

This form is to be submitted within 30 days of the setting of production casing, the plugging of a dry hole, the deepening or sidetracking of a well, or any time the wellbore configuration is changed. If the well is deepened or sidetracked, a new Form 5 is required. If an attempt has been made to complete/produce a well, then the operator shall submit Form 5A (Completed Interval Report). If the well has been plugged, a form 6 (Well Abandonment Report) is required.

1 OGCC Operator Number 24461
2 Name of Operator Diversified Operating Corporation
3 Address 15000 W 6th Avenue, Suite 132
City Golden State CO Zip 80401
4 Contact Name Terry J. Cameron
Phone (303) 384-9611
Fax (303) 384-9612

Complete the Attachment Checklist

	OP	OGCC
Logs	✓	
Directional Survey*		
DST Analysis		
Core Analysis		
Cmt summary*		

5 API Number 05-123-26575-00
6 County Weld
7 Well Name Green
Well Number 1-1
8 Location (QtrQtr, Sec, Twp, Rng, Meridian) NENE 1-7N-60W 6th
Footage at surface 622 FNL 1049 FEL
As Drilled Latitude N 40.60686 As Drilled Longitude W -104.63454
GPS Data
Date of Measurement 8/14/2007 PDOP Reading 2.330 GPS Instrument Operator's Name Neal McCormick
** If directional, footage at Top of Prod. Zone Sec, Twp, Rng
** If directional, footage at Bottom Hole Sec, Twp, Rng
9 Field Name Crow
10 Field Number 34650
11 Federal, Indian or State Lease Number
18 Well Classification: Dry ✓ Oil Gas Coalbed Disposal Stratigraphic Enhanced Recovery Gas Storage Observation Other
12 Spud Date (when the 1st bit hit the dirt) 3/8/2008
13 Date TD
14 Date Casing Set or D&A 3/14/2008
16 Total Depth MD 7309 TVD**
17 Plug Back Total Depth MD 6947 TVD**
18 Elevations GR 4940 KB 4962
One paper copy of all electric and mud logs must be submitted, along with one digital LAS copy as available
19 List Electric Logs Run DIGL/GR, CDON, CBL

20 **CASING, LINER and CEMENT**

*If Cement Bond Log was not run, submit contractor's cement job summary for each string cemented

String	Hole Size	Csg/Liner Size	Csg/Liner Top	Csg/Tool Setting Depth	Number of sacks cmt	Cement Top	Cement Bottom	CBL*	Calculated*
Surface	12 1/4	8 5/8	Surface	539'	247	SFC	539'		✓
Production	7 7/8	5 1/2	Surface	6973'	150	5400'	6973'*	✓	
Stage, Squeeze, Remedial Cement Job									
Stage, Squeeze, Remedial Cement Job									
Stage, Squeeze, Remedial Cement Job									
Liner									
Liner									

21 **FORMATION LOG INTERVALS AND TEST ZONES**

FORMATION NAME	Measured Depth Top	Measured Depth Bottom	Check if applies: DST	Cored
Niobrara	5099'			
Ft Hays	6337'			
Codell	6387'			
D Sand	6828			
J Sand	6912'			

All DST and Core Analyses must be submitted to COGCC

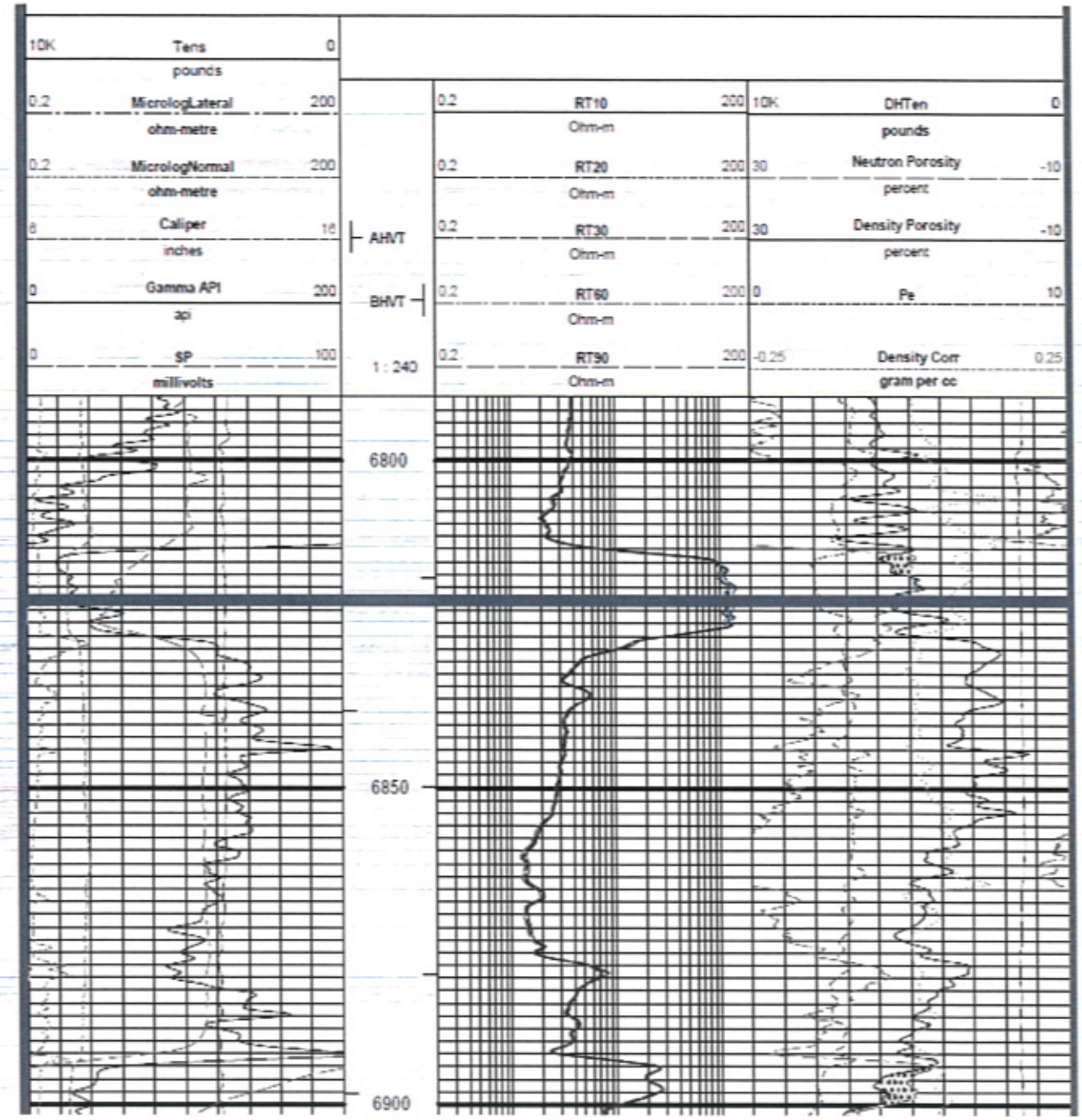
COMMENTS

I hereby certify that the statements made in this form are, to the best of my knowledge, true, correct and complete

Print Name Bill Warburton E-mail wwb@bxenergy.com

Signature Bill Warburton Title Petroleum Engineer Date 4/16/2008

Green 1-10 Resistivity & Porosity Log



Green 1-10 Completed Interval Report

Click here to reset form

Form 5A Rev 6/12

Page ___ of ___

State of Colorado
Oil and Gas Conservation Commission

1120 Lincoln Street, Suite 801, Denver, Colorado 80203 Phone: (303)894-2100 Fax:(303)894-2109

For COGCC Use Only

COMPLETED INTERVAL REPORT

The Completed Interval Report, Form 5A, shall be submitted within thirty (30) days of completing a formation (successful or not), when a formation is temporarily abandoned or permanently abandoned, for a recompletion, reperforation or restimulation, or when a formation is commingled. Fill out a page for each formation. Attach as many pages as required to fully describe the work. List in order of completion. The completion date for a formation is the Treatment End Date. Reported quantities shall be the total amounts used and recovered as of the submittal date of this form.

OGCC Operator Number: 10112

Name of Operator: Foundation Energy Managment

Address: 16000 Dallas Parkway

City: Dallas State: TX Zip: 75248

Operator Contact
Name: Adam Johnson
Phone: 918-526-5583
FAX: 918-585-1660
email: regulatory@foundationenergy.com

API Number: 05-123-35755-00 Sidetrack: County: Weld

Well Name: Green Well Number: 1-10

Location (QtrQtr, Sec, Twp, Rng, Meridian): NSWE 1 7N 60W 6 PM

Field Code: 13600 Field Name: Crow

Complete the Attachment Checklist

	OP	OGCC
Wellbore Diagram	X	
Net Pressure Chart	X	
Wireline Summary	X	
Cement Summary	X	

Formation: D Sand Status: Producing

Date of First Production for this formation: 9-18-15 This formation is commingled with another formation ☐

Tubing Size: 2 3/8 Tubing Setting Depth: 6833 Tbg Setting Date: 9-17-15 Packer Depth:

Formation Treatment

Treatment Type: Fracture Stimulation

Perforations Top: 6814 Bottom: 6826 No. Holes: 48 Hole Size: 3/8" Open Hole: ☐

Provide a brief summary of the formation treatment: Treatment Dates: Start: 9/9/14 End: 9/9/14

42,000# 20/40 sand, 8,100# 18/40, breakdown = 2320 psi, ISIP = 3380 (screened out), average flow rate = 18 BPM

Total fluid used in treatment (bbl):	555	Max pressure during treatment (psi):	3850
Total gas used in treatment (mcf):	0	Fluid density at initial fracture (lbs/gal)	0
Type of gas used in treatment:		Min frac gradient (psi/ft):	N/A
Total acid used in treatment (bbl):	12	Number of staged intervals:	5
Recycled water used in treatment (bbl):	0	Flowback volume recovered (bbl):	0
Fresh water used in treatment (bbl):	443	Disposition method for flowback:	
Total proppant used (lbs):	50100	Rule 805 green completion techniques were utilized:	☐
		Reason why green completion not utilized:	Pressure

Fracture stimulations must be reported on FracFocus.org

Test Information

Test Date: 9-16-14 Bbls Oil: 6 Mcf Gas: 33 Bbls Water: 56 Test Hours: 8

Calculated 24 Hour Rate: Bbls Oil: 18 Mcf Gas: 99 Bbls Water: 168 GOR: 5,500

Test Method: Swab Casing PSI: 120 Tubing PSI: 10 Choke Size:

Gas Disposition: Vented Gas Type: Wet BTU Gas: 1300 API Gravity Oil: 40

Formation Abandonment

Reason for Non-Production:

Date Formation Abandoned: Squeezed: Yes ☐ No ☐ If yes number of sacks cement:

Bridge Plug Depth: Sacks of cement on top of bridge plug: **Attach wireline and cement job summary.**

I hereby certify that the statements made in this form are, to the best of my knowledge, true, correct and complete.

Print Name: Rachel Grant Email: regulatory@foundationenergy.com

Signature: Title: Sr. HSE/Reg Tech Date: Aug 30, 2015

Green 1-10 Drilling Completion Report

DRILLING COMPLETION REPORT

This form is to be submitted within 30 days of the setting of production casing, the plugging of a dry hole, the deepening or sidetracking of a well, or any time the wellbore configuration is changed. If the well is deepened or sidetracked a new Form 5 is required. If an attempt has been made to complete/produce a well, then the operator shall submit Form 5A (Completed Interval Report.) If the well has been plugged, a form 6 (Well Abandonment Report) is required.

1. OGCC Operator Number: 10112
2. Name of Operator: Foundation Energy Managment
3. Address: 16000 Dallas Parkway, Suite 875
City Dallas State: TX Zip: 75248

4. Contact Name: Adam Johnson
Phone: 918-629-4465
Fax:

Complete the Attachment Checklist

	OP	OGCC
Logs	✓	
Directional Survey**		
DST Analysis		
Core Analysis		
Cmt summary*	✓	

5. API Number: 05- 123-35755
6. County: Weld
7. Well Name: Green
Well Number: 1-10
8. Location (QtrQtr, Sec, Twp, Rng, Meridian): NWSE 1 7N 60W 6 PM

Footage at surface: 1600 FNL/FSL S 2186 FEL/FWL E

As Drilled Latitude: 40.626 As Drilled Longitude: -104.955

GPS Data:
Date of Measurement: 10/2/2015 PDOP Reading: 1.4 GPS Instrument Operator's Name: Adam Johnson

** If directional, footage at Top of Prod. Zone FNL/FSL FEL/FWL Sec, Twp, Rng

** If directional, footage at Bottom Hole FNL/FSL FEL/FWL Sec, Twp, Rng

9. Field Name: Wildcat
10. Field Number: 99999
11. Federal, Indian or State Lease Number:

15. Well Classification
Dry ✓ Oil Gas
Coalbed Disposal
Stratigraphic
Enhanced Recovery
Gas Storage
Observation
Other:

12. Spud Date: (when the 1st bit hit the dirt) 6-4-2014
13. Date TD: 6-9-2014
14. Date Casing Set or D&A: 6-11-2014

16. Total Depth
MD 7100 TVD** 7100

17. Plug Back Total Depth
MD 7051 TVD** 7051

18. Elevations
GR 4,948 KB 4,960

One paper copy of all electric and mud logs must be submitted, along with one digital LAS copy as available.

19. List Electric Logs Run: Induction, Gamma, CBL

20. **CASING, LINER and CEMENT**

*If Cement Bond Log was not run, submit contractor's cement job summary for each string cemented

String	Hole Size	Csg/Liner Size	Csg/Liner Top	Csg/Tool Setting Depth	Number of sacks cmt	Cement Top	Cement Bottom	CBL*	Calculated*
Conductor									
Surface	12 1/4	8.625/wt 24	surface	601	226	surface	539		✓
Production	7 7/8	5.5/wt 15.5	surface	7095	215	5046	7095	✓	
	Stage, Squeeze, Remedial Cement Job			5046	50	surface	5046	✓	
	Stage, Squeeze, Remedial Cement Job								
	Stage, Squeeze, Remedial Cement Job								
Liner									
Liner									

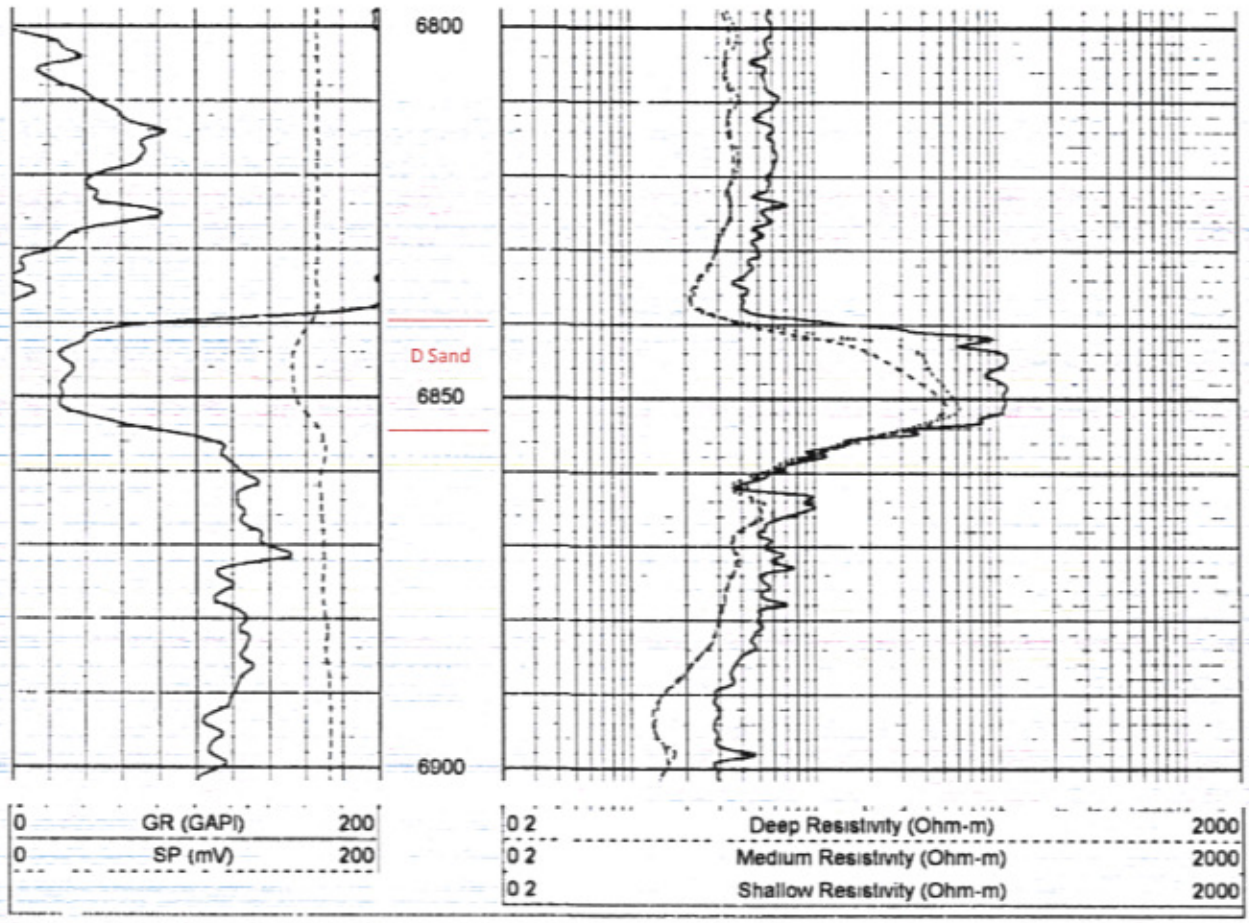
21. **FORMATION LOG INTERVALS AND TEST ZONES**

FORMATION NAME	Measured Depth Top	Measured Depth Bottom	Check if applies DST	Check if applies Cored	COMMENTS
Niobrara	6098				
Fort Hays	6334				
Codell	6372				
D Sand	6812	6833			
J Sand	6894	7000			

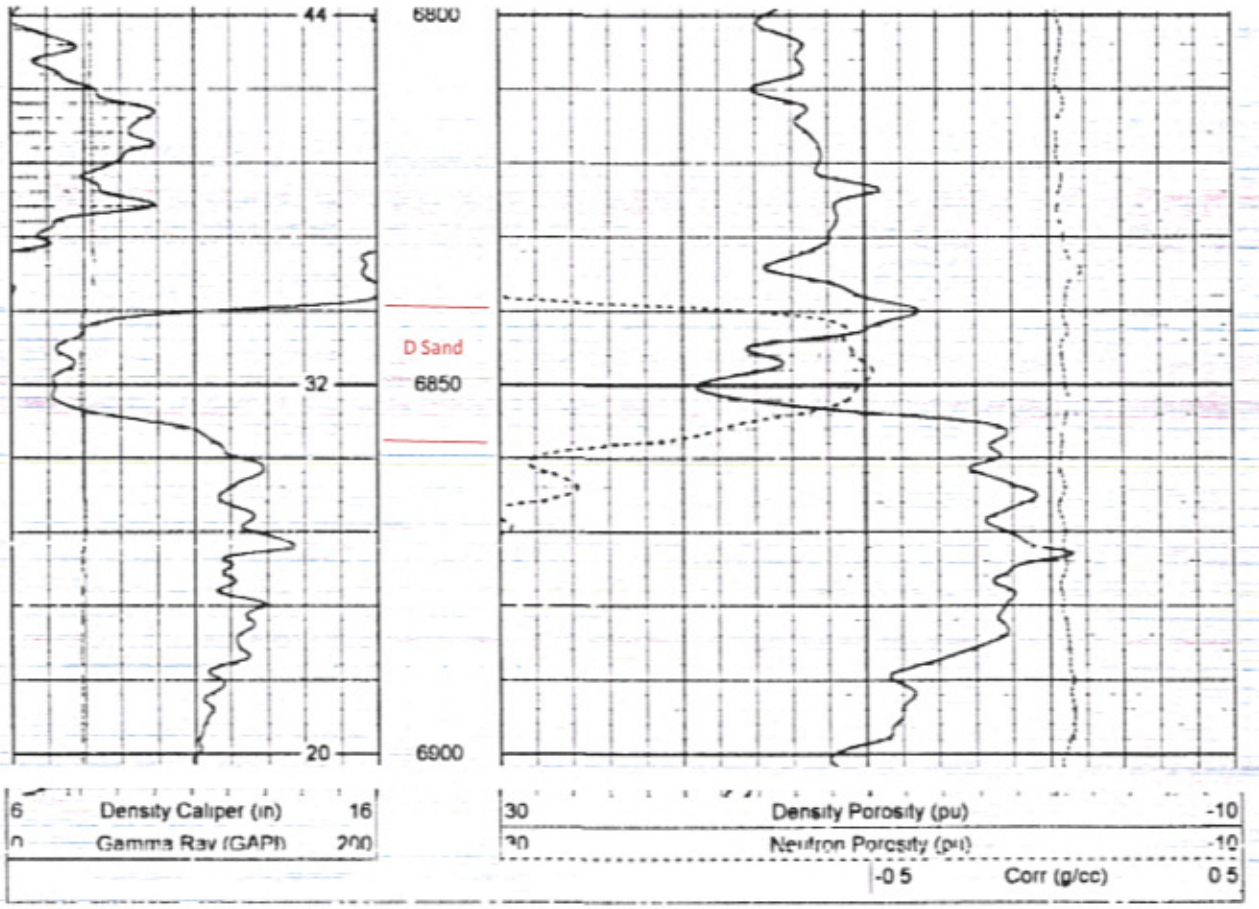
All DST and Core Analyses must be submitted to COGCC

I hereby certify that the statements made in this form are, to the best of my knowledge, true, correct and complete.

Paul 6-7 Resistivity Log



Paul 6-7 Neutron Porosity Log



Paul 6-7 Drilling Completion Report

FORM 5 Rev 8/94

State of Colorado
Oil and Gas Conservation Commission
1120 Lincoln Street, Suite 801, Denver, Colorado 80203 (303) 894-2100 Fax (303) 894-2109

01281412

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FOR OGCC USE ONLY

DRILLING COMPLETION REPORT

This form is to be submitted within 30 days of a well's completion. If the well is deepened or sidetracked, a new Form 5 is required. If an attempt has been made to complete/produce a well, then the operator shall submit Form 5A (Completed Interval Report). If the well has been plugged, submit Form 6 (Well Abandonment Report).

1. OGCC Operator Number: 24461
2. Name of Operator: Diversified Operating Corp
3. Address: 15000 W 6th Ave, #102
City: Golden State: CO Zip: 80401
4. Contact Name and Telephone: Cathy Cannon
No 303-384-9611
Fax 303-384-9612

PND

Complete the Attachment Checklist

	Oper	OGCC
Survey Plat		
Directional Survey		
Surface Equipment Diagram		
Technical Information Page	✓	
Other		

5. API Number: 05 123 21912 -00
6. County: Weld
7. Well Name: Paul Well Number: 6-7
8. Location (QtrQtr, Sec, Twp, Rng, Meridian): NWSE Sec 6-T7N-R59W 6th PM
Footage at Surface: 2615 FSL 2040 FEL 9. Was a directional survey run? ☐ Y ☐ N
If directional, footage at Top of Prod. Zone:
If directional, footage at Bottom Hole:
10. Field Name: Carretaker Field Number: 10225
11. Federal, Indian or State Lease Number:
12. Spud Date: 3-13-04
13. Date TD: 3-18-04
14. Date Completed or D&A: 3-29 p&A
15. Total Depth MD: 6989 TVD:
17. Plug Back Total MD: TVD:
18. Was a Mud Log Run? ☒ Yes ☐ No
** One copy of all electric and mud logs must be submitted **
19. Elevations GR: 4988 KB: 4996
20. List Electric Logs Run: CBL/GR/CCL, DIL, CNDL

15. Well Classification

☐ Dry ☒ Oil ☐ Gas
☐ Coalbed
☐ Stratigraphic ☐ Disposal
☐ Enhanced Recovery
☐ Gas Storage ☐ Observation
☐ Other

21. CASING, LINER and CEMENT

Show cumulative cement job summary for each string cemented.

String	Hole Size	Casing Size	Casing Wt (lbs)	Casing Top	Csg/Tbg Setting Depth	No. of Sacks	Cement Interval Top	Cement Interval Bottom	Identify Method CBL	Visual
Surface	12 1/4	8 5/8	24#	Surf	518'	375	Surf	518	☐	☒
Production	7 7/8	5 1/2	15.5#	Surf	6989	200	5550	6989	☒	☐
Stage Cement									☐	☐
									☐	☐
									☐	☐
Stage Cement									☐	☐
									☐	☐
									☐	☐
Stage Cement									☐	☐
									☐	☐
									☐	☐
									☐	☐

22. FORMATION LOG INTERVALS and TEST ZONES

Formation	Measured Depths Top	Measured Depths Bottom	Check if applies DST	Check if applies Cored	*** All DST and Core analysis must be submitted to COGCC *** Comments
			☐	☐	
Niobrara	6106				
7th Hard	6349				
Codell	6400				
O Sand	6839				
J Sand	6923				
LTD	6989				

I hereby certify that the statements made in this form are, to the best of my knowledge, true, correct and complete.

Print Name: Terry J. Cannon

Signed: [signature] Title: President Date: 6/28/2004

Paul 6-7 Completed Interval Report

Form 5A
Rev 06/03

State of Colorado
Oil and Gas Conservation Commission
1120 Lincoln Street, Suite 801, Denver, Colorado 80203 (303) 894-2100 Fax (303) 894-2...

01281413

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JUL -6 04
COGCC

COMPLETED INTERVAL REPORT

This form is to be submitted or updated each time a new formation is completed or abandoned. This form shall be transmitted within 30 days of work. Additional information is found under Rule 308. Fill out a section for each formation completed or recompleted including all attempted completions. Attach as many pages as required to fully describe the work.

Complete the Attachment Checklist

Attachment	Yes	N/A
Wellbore Diagram		
Site Facility Diagram		

1. OGCC Operator Number: 24461
2. Name of Operator: Diversified Operating CORP
3. Address: 15000 West 6th Ave. Suite 102
City: Golden State: CO Zip: 80401
4. Contact Name and Telephone: Cathy Cannon
No: 303-384-9611
Fax: 303-384-9612
5. API Number: 05 123 21912
6. County: Weld
Well Name: Paul Well Number: 6-7
8. Location (QtrQtr, Sec, Twp, Rng, Meridian): NWSE Sec 6-T7N-R59W 6th PM

List in order of completion:

FORMATION: DSS ☒ Producing ☐ Abandoned ☐ Shut-In ☐ Commingled

Formations Gross Interval Top: 6842' Bottom: 6854' No. Holes: 48 Size: .375" Open Hole Completion (check if yes): ☐

Formation Treatment Description:
~~None~~ Frac'd w/ 750 bbl 30# X-linked Fluid, 50,000# Proppant

Test Information Date: 4/7/04 Hours: 8 Bbls Oil: 15 MCF Gas: NA Bbls H_2O: 5 - fracture
Production Test Method: Flow/SWAB Casing Pressure: 410 Flowing Tubing Pressure: 225 Choke Size: None
API Gravity Oil: 38.5 ☒ Oil ☐ Condensate BTU Gas: NA ☒ Wet ☐ CO_2 ☐ Helium ☐ Dry ☐ Coal Gas ☐ Other Gas Disposition: Duke/Lam B
Calculated 24 Hr. Rate: Bbls Oil: 15 MCF Gas: NA Bbls H_2O: 15 GOR: NA
Production Method: Flowing
Tubing Size: 2 3/8 Setting Depth: 6850' Packer Depth: None
Reason for Non-Production:
Abandonment of Zone: Date: Squeezed: ☐ Y ☐ N Sacks Cement:
Bridge Plug Depth: Sacks Cement on Top:

FORMATION: ☐ Producing ☐ Abandoned ☐ Shut-In ☐ Commingled

Formations Gross Interval Top: Bottom: No. Holes: Size: Open Hole Completion (check if yes): ☐

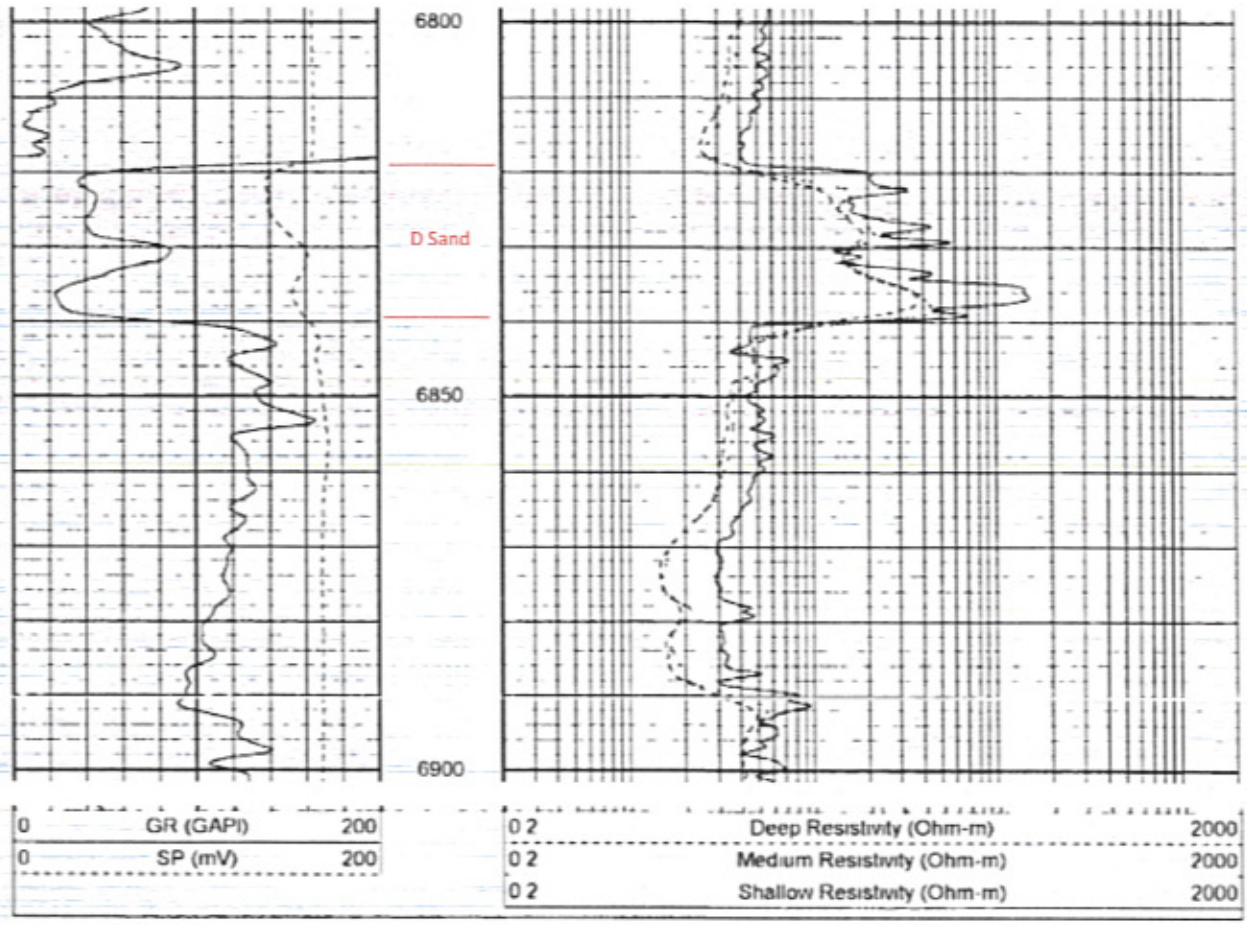
Formation Treatment Description:

Test Information Date: Hours: Bbls Oil: MCF Gas: Bbls H_2O:
Production Test Method: Casing Pressure: Flowing Tubing Pressure: Choke Size:
API Gravity Oil: ☐ Oil ☐ Condensate BTU Gas: ☐ Wet ☐ CO_2 ☐ Helium ☐ Dry ☐ Coal Gas ☐ Other Gas Disposition:
Calculated 24 Hr. Rate: Bbls Oil: MCF Gas: Bbls H_2O: GOR:
Production Method:
Tubing Size: Setting Depth: Packer Depth:
Reason for Non-Production:
Abandonment of Zone: Date: Squeezed: ☐ Y ☐ N Sacks Cement:
Bridge Plug Depth: Sacks Cement on Top:

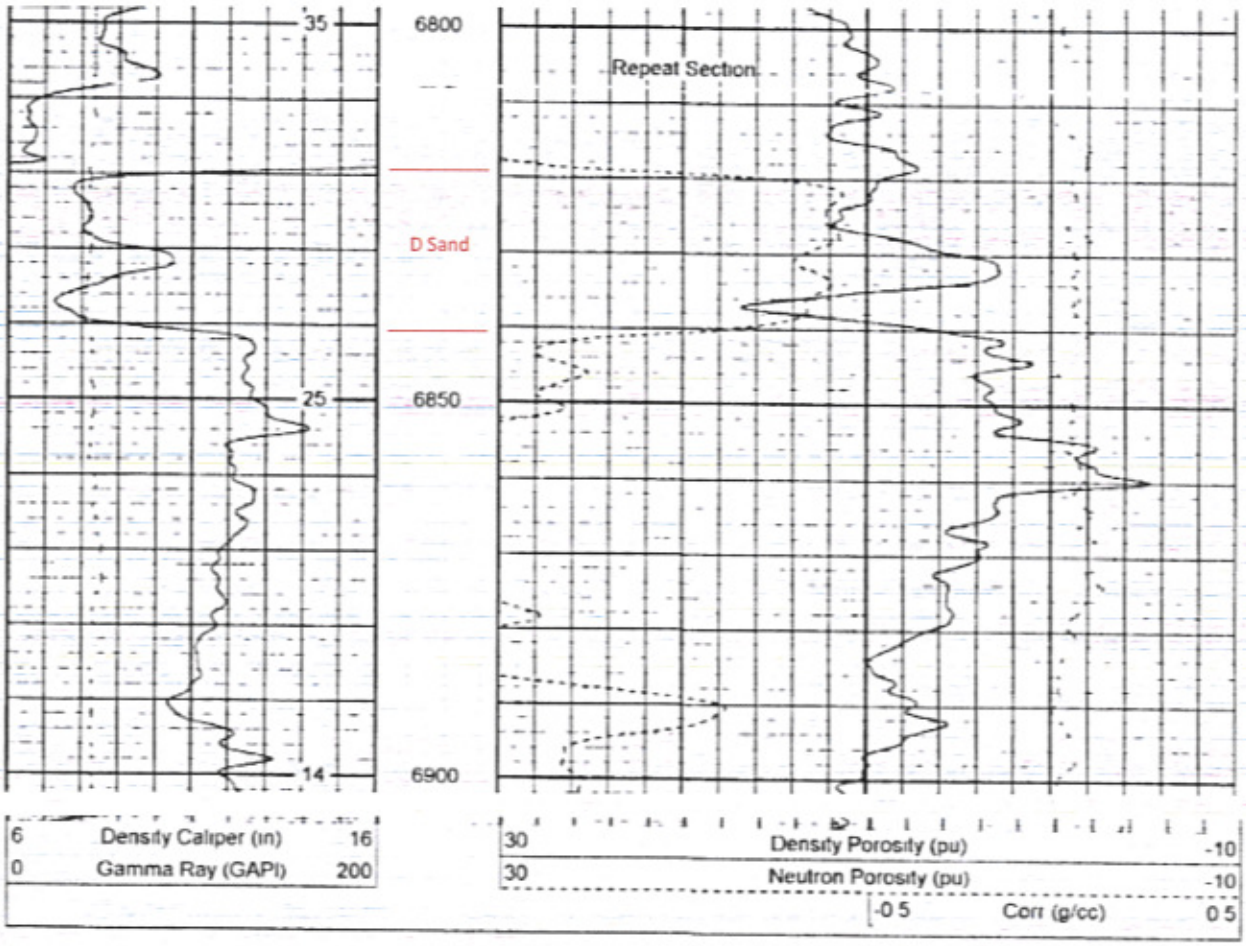
I hereby certify that the statements made in this form are, to the best of my knowledge, true, correct, and complete.

Print Name: Terry J. Cannon
Signature: [signature] Title: President Date: 6/28/2004

State 36-16 Resistivity Log



State 36-16 Neutron Porosity Log



State 36-16 Drilling Completion Report

Form 5 Rev 6/99

State of Colorado
Oil and Gas Conservation Commission
1120 Lincoln Street, Suite 801, Denver, Colorado 80203 (303) 894-2100 Fax (303) 894-2109

01008209

RECEIVED
Date Received
10-3-02
COGCC

DRILLING COMPLETION REPORT

This form is to be submitted within 30 days of a well's completion. If the well is deepened or sidetracked, a new Form 5 is required. If an attempt has been made to complete/produce a well, then the operator shall submit Form 5A (Completed Interval Report). If the well has been plugged, submit Form 6 (Well Abandonment Report).

1. OGCC Operator Number: 21461
2. Name of Operator: Diversified Operating Corp
3. Address: 15005 W 6th Ave, #101
City: Golden State: CO Zip: 80401
4. Contact Name and Telephone: Carlos Cannon
No 303-384-9631
Fax 303-384-9612

Complete the Attachment Checklist

5. API Number: 05-123-20902
6. County: Weld
7. Well Name: State
Well Number: 36-16
8. Location (QtrQtr, Sec, Twp, Rng, Meridian): SESE Sec 36-T8N-R60W 6th
Footage at Surface: 1217' FEL 665' FSL
9. Was directional drilling ever run? ☐ Y ☐ N
If directional, footage at Top of Prod. Zone:
If directional, footage at Bottom Hole:
10. Lease Name: Crow
Lease Number: 35600
11. Federal, Indian or State Lease Number:
12. Spud Date: 6-18-02
13. Date TD: 6-20-02
14. Date Completed: 10/15/02
15. Total Depth: MD 6970 TVD
17. Plug Back Total: MD TVD
18. Was a Mud Log Run? ☒ Yes ☐ No
* Check box if all electric and field logs must be submitted *
19. Elevations: GR 4736' KB 4918'
20. List Electric Logs Run: IND, GR, CNL, FDL, SP

Pro | Check
Survey
Mud Log
Directional Survey
Deviated Drilling
Water
Logs

16. Well Classification

☐ Dry ☒ Oil ☐ Gas
☐ Coal Gas
☐ Stratigraphic ☐ Observation
☐ Enhanced Recovery
☐ Gas Storage ☐ Observation
☐ Other

CASING, LINER and CEMENT

21.

String	Hole Size	Casing Size	Casing Weight (lb/ft)	Casing Top	Casing Setting Depth	No. of Sacks	Cement Placed Top	Cement Placed Bottom	Hole Visually Washed Out	Cement Visually Verified
Surface	12 1/4	8 5/8	24	Surface	426'	350	Surface	426'	☐	☐
Stage Cement									☐	☐
Production	7 7/8	4 1/2	11.6	Surface	6969	200	5936'	6969	☐	☐
Stage Cement									☐	☐
Stage Cement									☐	☐

FORMATION LOG INTERVALS and TEST ZONES

22.

Formation	Measured Depth Top	Measured Depth Bottom	Check if applies DST	Check if applies Cored	** All DST and Core analysis must be submitted to COGCC ** Comments
Niobrara	6055		☐	☐	
Fort Hays	6320				
Codell	6380				
X. Bentonite	6710				
D. Sandstone	6819				
J. Pierre (Shale)	6840				
J. Sandstone	6905				
T.D.	6970				

I hereby certify that the statements made in this form are, to the best of my knowledge, true, correct, and complete.

Print Name: Carlos A. Cannon
Signature: [signature] Title: President Date: 11-7-02

State 36-16 Completed Interval report

State of Colorado
Oil and Gas Conservation Commission
1120 Lincoln Street, Suite 801, Denver, Colorado 80203

COMPLETED INTERVAL REPORT

RECEIVED
12-9-02
COGCC

Form 5A
Rev 06/99

This form is to be submitted or updated each time a new formation is completed or abandoned. This form must be transmitted within 30 days of work. Additional information is found under Rule 308. Filing is required for each formation completed or completed/abandoned, attach chronological completions. Attach no more than one page as required to fully describe the work.

Geophysical Log Attached? Checklist: Yes / No / Date

1. COGCC Operator Number: 24451
2. Name of Operator: Diversified Operating Corp.
3. Address: 15020 West 6th Ave. Suite 102
City: Golden State: CO Zip: 80401
4. Contact Name and Telephone: Cathy Chapman
No. 303-384-9611
Fax 303-384-9612
5. API Number: 05-123-20906
6. County: Weld
Well Name: State
Well Number: 36-16
7. Location (QtrQtr, Sec, Twp, Rng, Meridian): SESE Sec 36-T3N-R64W

List in order of completion:

FORMATION: [X] Producing [ ] Abandoned [ ] Shut-In [ ] Commingled

Perforated Gross Interval Top	Bottom	No. Holes	Size	Open Hole Completion (Yes/No)
6820	6840	40	.375	[ ]

Stimulation Treatment (Details): Frac'd w/ 420 bbls fluid, 50,000# proppant

Test Information Date	Hours	Bbls Oil	MCF Gas	Bbls H2O
10/15/02	10	20	75TM	160

Production Method: Swabbing
Gravity Oil: 39
Choke Size: N/A
Oil Gravity API: 39
Gas Gravity: N/A
Tubing Pressure: N/A
Casing Pressure: 260
Calculated 24 Hr. Rate: Oil 48 Gas 75TM H2O 384
Disposition of Gas: Other: Pump
Tubing Size: 2 7/8
Tubing Depth: 6892
Packer Depth:
Reason for Shut-In or Other:
Abandonment Approved Date:
Squeezed: [ ] Y [ ] N
Date Squeezed:
Sand Plug Depth:
Sacks Cement on Sand Plug:

FORMATION: [ ] Producing [ ] Abandoned [ ] Shut-In [ ] Commingled

Perforated Gross Interval Top	Bottom	No. Holes	Size	Open Hole Completion (Yes/No)
				[ ]

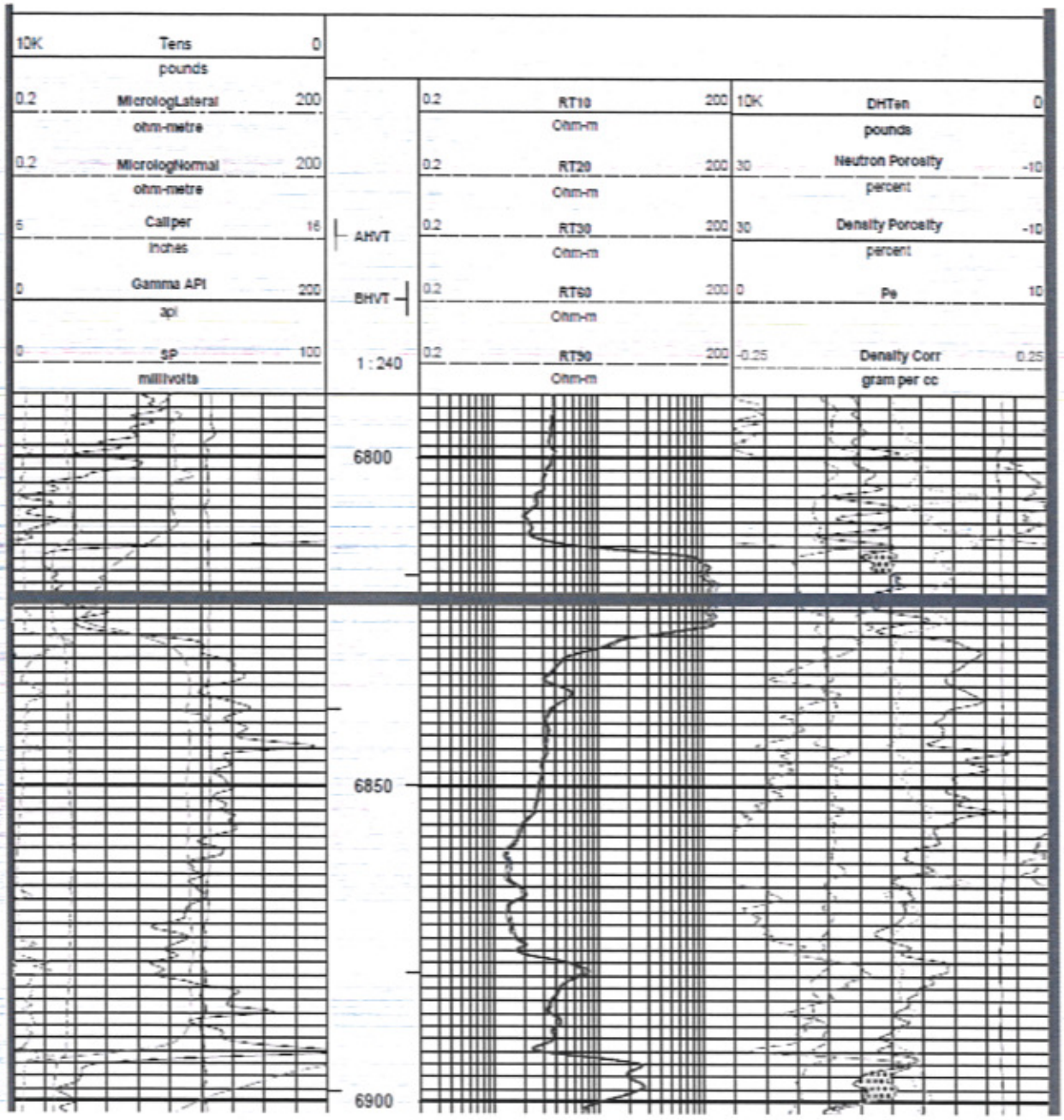
Stimulation Treatment (Details):

Test Information Date	Hours	Bbls Oil	MCF Gas	Bbls H2O

Production Method:
Gravity Oil: [ ] Oil [ ] Condensate
Choke Size:
Oil Gravity API:
Gas Gravity:
Tubing Pressure:
Casing Pressure:
Calculated 24 Hr. Rate: Oil Gas H2O
Disposition of Gas: [ ] Vent [ ] Flare [ ] CO_2 [ ] Helium [ ] Other: [ ] Fuel [ ] Sold [ ] Gas Lift
Reason for Shut-In or Other:
Tubing Size:
Tubing Depth:
Packer Depth:
Sand Plug Depth:
Sacks Cement on Sand Plug:
Abandonment Approved Date:
Squeezed: [ ] Y [ ] N
Date Squeezed:

I hereby certify that the statements made in this form are, to the best of my knowledge, true, correct, and complete.
Print Name: Cathy A. Chapman
Signature: [signature] Title: Production Tech Date: 11/27/02

Wickstrom 6-4 Porosity and Resistivity Log



Wickstrom 6-4 Drilling Completion Report

DRILLING COMPLETION REPORT

This form is to be submitted within 30 days of the setting of production casing, the plugging of a dry hole, the deepening or sidetracking of a well, or any time the wellbore configuration is changed. If the well is deepened or sidetracked a new Form 5 is required. If an attempt has been made to complete/produce a well, then the operator shall submit Form 5A (Completed Interval Report.) If the well has been plugged, a form 6 (Well Abandonment Report) is required.

1. OGCC Operator Number: 10112
2. Name of Operator: Foundation Energy Managment
3. Address: 16000 Dallas Parkway, Suite 875
   City: Dallas State: TX Zip: 75248
4. Contact Name: Adam Johnson
   Phone: 918-526-6683
   Fax:

Complete the Attachment Checklist:

	CP	OGCC
Logs	✓	
Directional Survey**		
DST Analysis		
Core Analysis		
Cmt summary*	✓	

5. API Number: 05- 123-38576
6. County: Weld
7. Well Name: Wickstrom
   Well Number: 6-4
8. Location (QtrQtr, Sec, Twp, Rng, Meridian): Lot 3 6 7N 59W 6 PM

   Footage at surface: 660 FNL/FSL N 660 FEL/FWL W
   As Drilled Latitude: [redacted] As Drilled Longitude: -104.028382
   GPS Data:
   Date of Measurement: 01/02/2015 PDOP Reading: 1.4 GPS Instrument Operator's Name: Adam Johnson

   ** If directional, footage at Top of Prod. Zone FNL/FSL FEL/FWL sec, Twp, Rng
   ** If directional, footage at Bottom Hole FNL/FSL FEL/FWL sec, Twp, Rng

9. Field Name: Crow
10. Field Number: 13600
11. Federal, Indian or State Lease Number:
12. Spud Date: (when the 1st bit hit the dirt) 5-27-14
13. Date TD: 6-1-2014
14. Date Casing Set or D&A: 6-3-2014
15. Well Classification: Dry ✓ Oil Gas Coalbed Disposal Stratigraphic Enhanced Recovery Gas Storage Observation Other:
16. Total Depth MD 7100 TVD** 7100
17. Plug Back Total Depth MD 7037 TVD**
18. Elevations GR 4969 KB 4981

One paper copy of all electric and mud logs must be submitted, along with one digital LAS copy as available.

19. List Electric Logs Run: induction, gamma, CBL, triple combo

20. **CASING, LINER and CEMENT**

*If Cement Bond Log was not run, submit contractors cement job summary for each string cemented

String	Hole Size	Csg/Liner Size	Csg/Liner Top	Csg/Tool Setting Depth	Number of sacks cmt	Cement Top	Cement Bottom	CBL*	Calculated*
Conductor									
Surface	12.25	8.625, wt 24	surface	624	210	surface	624		✓
Production	7 7/8	5.5, wt 15.5	surface	7068	460	5073	7068	✓	
	Stage, Squeeze, Remedial Cement Job			5073	50	5073	surface	✓	
	Stage, Squeeze, Remedial Cement Job								
	Stage, Squeeze, Remedial Cement Job								
Liner									
Liner									

21. **FORMATION LOG INTERVALS AND TEST ZONES**

FORMATION NAME	Measured Depth Top	Measured Depth Bottom	Check if applies DST	Check if applies Cored
Niobrara	6095			
Fort Hays	6342			
Codell	6394			
D Sand	6840			
J Sand	6910			

All DST and Core Analyses must be submitted to COGCC

COMMENTS

Wickstrom 6-4 Completed Interval Report

Click here to reset form

Form 5A Rev 6/12

Page ___ of ___

For OGCC Use Only

State of Colorado
Oil and Gas Conservation Commission

1120 Lincoln Street, Suite 801, Denver, Colorado 80203 Phone: (303)894-2100 Fax:(303)894-2109

COMPLETED INTERVAL REPORT

The Completed Interval Report, Form 5A, shall be submitted within thirty (30) days of completing a formation (successful or not), when a formation is temporarily abandoned or permanently abandoned, for a recompletion, reperforation or restimulation, or when a formation is commingled. Fill out a page for each formation. Attach as many pages as required to fully describe the work. List in order of completion. The completion date for a formation is the Treatment End Date. Reported quantities shall be the total amounts used and recovered as of the submittal date of this form.

OGCC Operator Number: 10112

Name of Operator: Foundation Energy Management

Address: 16000 Dallas Parkway #875

City: Dallas State: TX Zip: 75248

Operator Contact
Name: Adam Johnson
Phone: 918-526-5583
FAX: 918-585-1660
email: regulatory@foundationenergy.com

API Number: 05-123-38576-00 Sidetrack: County: Weld

Well Name: Wickstrom Well Number: 6-4

Location (QtrQtr, Sec, Twp, Rng, Meridian): Lot 4 6 7N 59 W 6 PM

Field Code: 13600 Field Name: Crow

Complete the Attachment Checklist

	OP	OGCC
Wellbore Diagram	X	
Net Pressure Chart	X	
Wireline Summary	X	
Cement Summary	X	

Formation: D Sand Status: Producing

Date of First Production for this formation: 9-17-2014 This formation is commingled with another formation ☐

Tubing Size: 2 3/8 Tubing Setting Depth: 6803 Tbg Setting Date: 9/25/14 Packer Depth:

Formation Treatment

Treatment Type: Fracture Stimulation

Perforations Top: 6845 Bottom: 6854 No. Holes: 36 Hole Size: 3/8" Open Hole: ☐

Provide a brief summary of the formation treatment: Treatment Dates: Start: 9/9/14 End: 9/9/14

41,700# 20/40 sand, 8,100# 18/40 sand, breakdown = 2220 psi, ISIP = 3500 psi, 10 min = 2630 psi / 15 min = 4300 psi average flow rate = 20 BPM

Total fluid used in treatment (bbl):	555	Max pressure during treatment (psi):	3726
Total gas used in treatment (mcf):	0	Fluid density at initial fracture (lbs/gal)	0
Type of gas used in treatment:		Min frac gradient (psi/ft):	.51
Total acid used in treatment (bbl):	12	Number of staged intervals:	4
Recycled water used in treatment (bbl):	0	Flowback volume recovered (bbl):	0
Fresh water used in treatment (bbl):	683	Disposition method for flowback:	
Total proppant used (lbs):	49800	Rule 805 green completion techniques were utilized:	☐
		Reason why green completion not utilized:	Pressure

Fracture stimulations must be reported on FracFocus.org

Test Information

Test Date: 9/17/14 Bbls Oil: 7 Mcf Gas: 35 Bbls Water: 20 Test Hours: 8

Calculated 24 Hour Rate: Bbls Oil: 21 Mcf Gas: 105 Bbls Water: 60 GOR: 5,000

Test Method: SWAB Casing PSI: 120 Tubing PSI: 0 Choke Size:

Gas Disposition: Vented Gas Type: Wet BTU Gas: 1370 API Gravity Oil: 40

Formation Abandonment

Reason for Non-Production:

Date Formation Abandoned: Squeezed: Yes ☐ No ☐ If yes number of sacks cement:

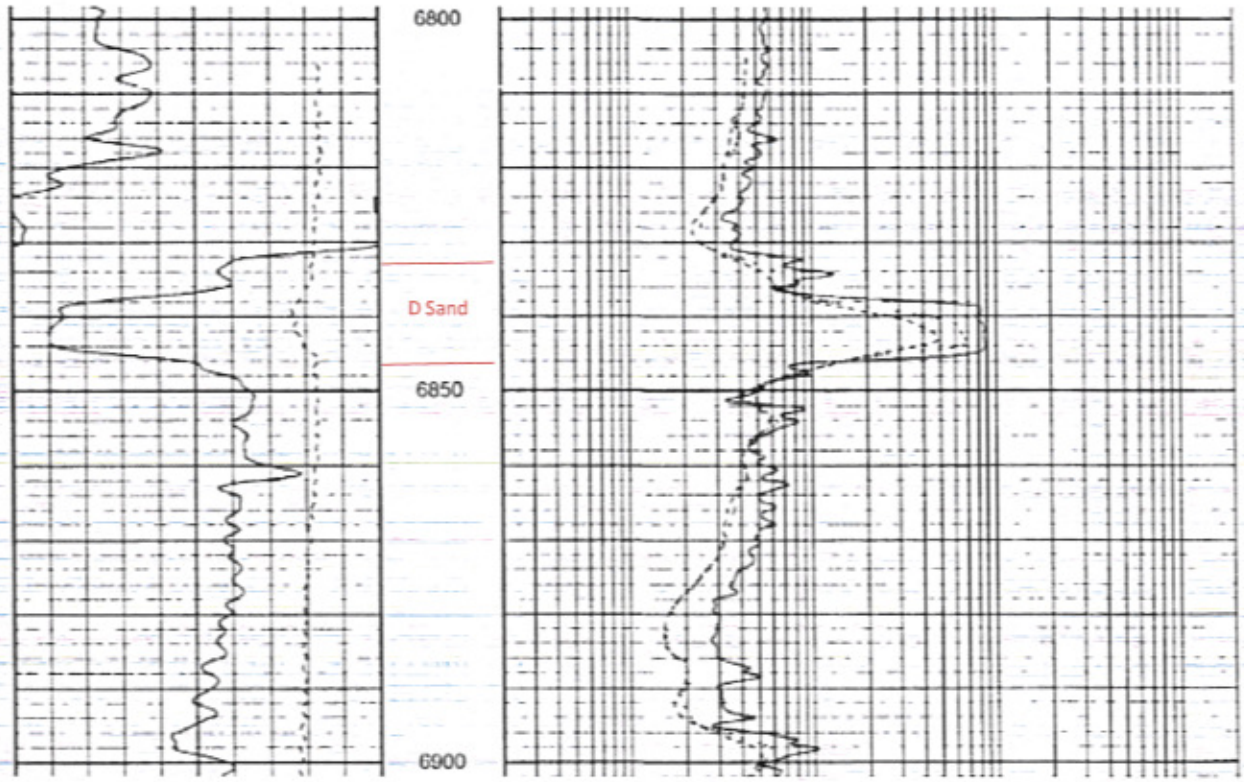
Bridge Plug Depth: Sacks of cement on top of bridge plug: **Attach wireline and cement job summary.**

I hereby certify that the statements made in this form are, to the best of my knowledge, true, correct and complete.

Print Name: Rachel Grant Email: regulatory@foundationenergy.com

Signature: Title: Sr. HSE/Regulatory Date: Jul 30, 2015

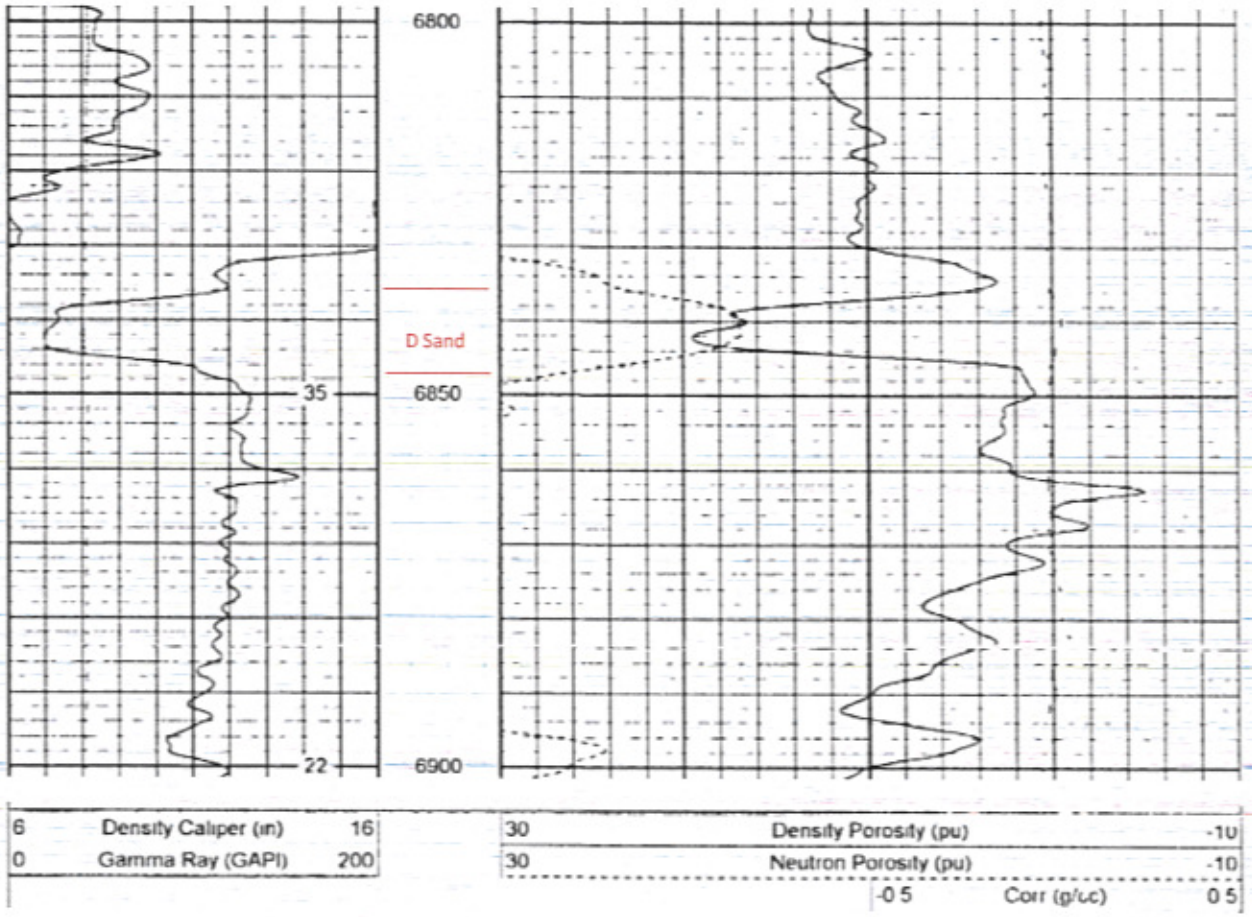
Wickstrom 6-5 Resistivity Log



0	GR (GAPI)	200
0	SP (mV)	200

0 2	Deep Resistivity (Ohm-m)	2000
0 2	Medium Resistivity (Ohm-m)	2000
0 2	Shallow Resistivity (Ohm-m)	2000

Wickstrom 6-5 Neutron Porosity Log



Wickstrom 6-5 Drilling Completion Report

State of Colorado
Oil and Gas Conservation Commission
1120 Lincoln Street, Suite 801, Denver, Colorado 80203 (303) 894-2100 Fax (303) 894-2109

01342227

RECEIVED

DRILLING COMPLETION REPORT

This form is to be submitted within 30 days of a well's completion. If the well is deepened or sidetracked, a new Form 5 is required. If an attempt has been made to complete/produce a well, then the operator shall submit Form 5A (Completed Interval Report). If the well has been plugged, submit Form 6 (Well Abandonment Report).

1. OGCC Operator Number: 24461
2. Name of Operator: Diversified Operating Corp
3. Address: 15000 W 6th Ave, #102
City: Golden State: CO Zip: 80401
4. Contact Name and Telephone: Cathy Cannon
No: 303-384-9611
Fax: 303-384-9612

Complete the Attachment Checklist

	Oper	OGCC
Survey Plat		
Directional Survey		
Surface Eqpt Diagram		
Technical Knowledge		
Log		

5. API Number: 05-123-21815
6. County: Weld
7. Well Name: Wickstrom
Well Number: 6-5
8. Location (Qtr/Qtr, Sec, Twp, Rng, Meridian): SWNW Sec 6 - T7N - R59W
Footage at Surface: 1335' FNL 1288' FWL
9. Was a directional survey run? ☐ Y ☐ N
If Directional, Footage at Top of Prod. Zone:
If Directional, Footage at Bottom Hole:
10. Field Name: Cattle
Field Number: 13600
11. Federal, Indian or State Lease Number:

12. Spud Date: 4-18-03
13. Date TD: 4-23-03
14. Date Completed or PSA: 4/28/03

16. Total Depth: MD 6993 TVD 6994
17. Plug Back Total: MD TVD
18. Was a Well Log Run? ☒ Yes ☐ No
Does copy of all electric and mechanical logs need to be submitted?
19. Elevations: GR 4943 KB 4955
20. List Electric Logs Run: CNL/DIL/Ind/SP/CBL

16 Well Classification

☐ Dry ☒ Oil ☐ Gas
☐ Coalbed
☐ Stratigraphic ☐ Disposal
☐ Enhanced Recovery
☐ Gas Storage ☐ Observation
☐ Other

21 CASING, LINER and CEMENT

String	Hole Size	Casing Size	Casing Wt (lbs)	Casing Top	Drilled Depth	No. of Sacks	Cement Interval Top	Cement Interval Bottom	Verified CBL	Verified Calc
Surface	12 1/4	8 5/8	24#		406	285	0	406	☐	☐
Production	7 7/8	5 1/2	15.5#		6994	202	5818	6994	☒	☐
Stage Cement									☐	☐
									☐	☐
									☐	☐
Stage Cement									☐	☐
									☐	☐
									☐	☐
Stage Cement									☐	☐
									☐	☐
									☐	☐
									☐	☐

23 FORMATION LOG INTERVALS and TEST ZONES

Formation	Measured Depth Top	Measured Depth Bottom	Check if Spaced Yes	Check if Spaced Cored	** All DST and Core analyses must be submitted to COGCC ** Comments
			☐	☐	
Parkman SS	3315				
Sussex	4401				
Shannon	4945				
Cedar	6401				
X. Barbarite	6727				
D. SS	6836				
J. SS (Muny)	6902				
J. SS	6922				

Wickstrom 6-5 Completed Interval Report

State of Colorado
Oil and Gas Conserva

1120 Lincoln Street, Suite 801, Denver, Colorado 80...

COMPLETED INTERVAL REPORT

RECEIVED

This form is to be submitted for updated each time a new formation is completed or recompleted. This form must be transmitted within 30 days of work. Additional information is to be provided under Rule 308. Fill out a section for each formation completed or recomplete including all attempted completions. Attach as many pages as required to fully describe the work.

Stormbake Line Attachment Checklist

1. FROM Operator Number: 21461
2. Name of Operator: Dihydrogen Operating Corp
3. Address: 5900 West 6th Ave, Suite 102
City: Golden State: CO Zip: 80401
4. Contact Person: Terry Cannon
Ph 303-384-9613
Fax 303-384-9617
5. API Number: 05-123-2315 6. County: Weld
7. Well Name: Wickstrom Well Number: 6-5
8. Location (Qtr, Sec, Twp, Rng, Meridian): SWNW Sec 6 T5N-R59W

List in order of completion:

FORMATION:	Dakota	☒ Producing	☐ Abandoned	☐ Shut In	☐ Commingled
Perforated Intervals Top	6896	Bottom	6944	Perforations	32
Completion Method	Perforate / Flow test				

Initial Test Date	7/19	Hours	10	Bbls Oil 54
Bbls Gas	No measurement	Calculated Gas	2.5	Bbls Water
Calculated Flow Rate	7100 MCF	Casing Pressure	275	Tubing Pressure 2200
Choke Size	42/64	API Gravity Oil	36	Gas Specific Gravity
Bbls Water	NA	Gas Disposition	☒ Vent ☐ Flared ☐ Sold	☐ Other
Gas Disposition		Cumulative Oil Bbls	130	Cumulative Gas unknown
Cumulative Water Bbls	60	Cum CO2	NA	
Production Method	Flowing - for testing			
Tubing Size	2.0	Setting Depth	6240	Packer Depth N/A
Production Facilities	W.O. Gas Pipeline			
Abandonment Date		Approved ☐ Y ☐ N		
Bridge Plug Depth		Sealed Formation Top		

FORMATION:		☐ Producing	☐ Abandoned	☐ Shut In	☐ Commingled
Perforated Intervals Top		Bottom	Perforations		
Completion Method					

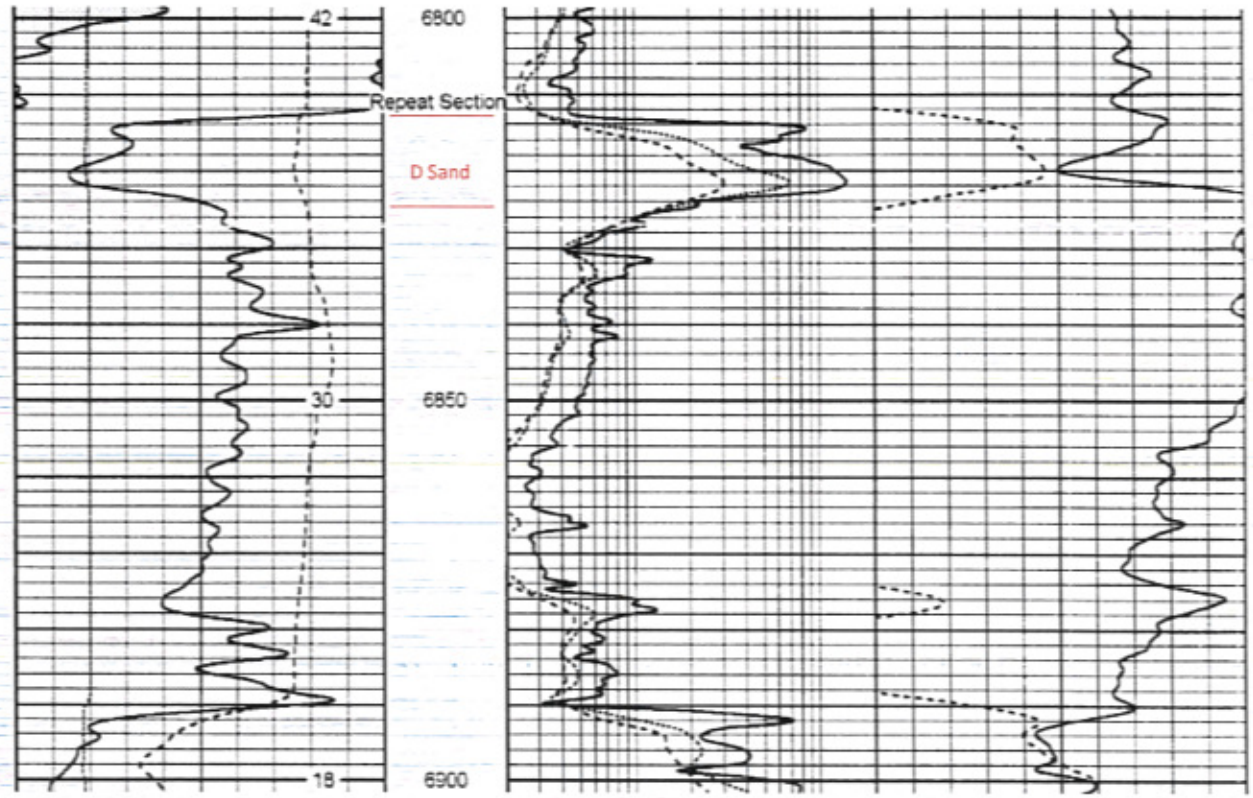
Initial Test Date	Hours	Bbls Oil	Bbls Gas	Calculated Gas
Calculated Flow Rate	Casing Pressure	Tubing Pressure	Choke Size	
API Gravity Oil	Specific Gravity Oil	Bbls Gas	☐ Vent ☐ Flared ☐ Sold ☐ Other	Gas Disposition
Cumulative Oil Bbls	Cum Gas			
Cumulative Water Bbls	Cum CO2			
Production Method				
Tubing Size	Setting Depth	Packer Depth		
Production Facilities				
Abandonment Date		Approved ☐ Y ☐ N		
Bridge Plug Depth		Sealed Formation Top		

I hereby certify that the statements made in this form are, to the best of my knowledge, true, correct, and complete.

Print Name: Terry J. Cannon

Signature: [signature] Title: President Date: 7/22/03

Wickstrom 6-12 Resistivity & Porosity Log



Wickstrom 6-12 Drilling Completion Report

02590529

FORM 5 Rev 12/05

State of Colorado
Oil and Gas Conservation Commission
1120 Lincoln Street, Suite 801, Denver, Colorado 80203 Phone: (303)894-2100 Fax:(303)894-2109

DRILLING COMPLETION REPORT

RECEIVED
OCT 27 2010
COGCC

This form is to be submitted within 30 days of the setting of production casing, the plugging of a dry hole, the deepening or sidetracking of a well, or any time the wellbore configuration is changed. If the well is deepened or sidetracked a new Form 5 is required. If an attempt has been made to complete/produce a well, then the operator shall submit Form 5A (Completed Interval Report). If the well has been plugged, a form 6 (Well Abandonment Report) is required.

1. COGCC Operator Number: 24461
2. Name of Operator: Diversified Operating Corporation
3. Address: 15000 W 6th Ave., Suite 102
City: Golden State: CO Zip: 80401
4. Contact Name: Bill Warburton
Phone: 303 384-9611
Fax: (303) 384-9612

12490757-7
Complete the Attachment Checklist

	OP	C
Logs	✓	
Directional Survey**		
DST Analysis		
Core Analysis		
Cmt summary*	✓	

5. API Number: 05- 123-32065-00
6. County: Weld
7. Well Name: Wickstrom
Well Number: 6-12
8. Location (Qtr/Qtr, Sec, Twp, Rng, Meridian): NWSE Sec 6 T7N R59W 6th PM

Footage at surface: 1980' FNL S 610' FEL W
As Drilled Latitude: 40.60265 As Drilled Longitude: -104.028730
GPS Data:
Date of Measurement: 10/23/2010 PDOP Reading: 1.800 GPS Instrument Operator's Name: Bob McCormick

** If directional, footage at Top of Prod. Zone: FNL/FSL FEL/FWL Sec, Twp, Rng
** If directional, footage at Bottom Hole: FNL/FSL FEL/FWL Sec, Twp, Rng

9. Field Name: Crow
10. Field Number: 13600
11. Federal, Indian or State Lease Number:

15. Well Classification: Dry ✓ Oil Gas
Coalbed Disposal
Stratigraphic
Enhanced Recovery
Gas Storage
Observation
Other:

12. Spud Date: (when the 1st bit hit the dirt) 09/10/2010
13. Date TD: 09/15/2010
14. Date Casing Set or D&A: 09/16/2010

16. Total Depth MD 7000' TVD**
17. Plug Back Total Depth MD 6964' TVD**
18. Elevations GR 4961' KB 4973'

One paper copy of all electric and mud logs must be submitted, along with one digital LAS copy as available.

19. List Electric Logs Run: (757) Compensated Density Compensated Neutron Dual Induction, CBL (758)

20. **CASING, LINER and CEMENT**

*If Cement Bond Log was not run, submit contractor's cement job summary for each string cemented

String	Hole Size	Csg/Liner Size	Csg/Liner Top	Csg/Tool Setting Depth	Number of sacks cmt	Cement Top	Cement Bottom	CBL*	Calculated*
Conductor									
Surface	11"	8 5/8"	Surface	553'	253 sks	Surface	553'		✓
Production	7 7/8"	5 1/2"	Surface	6992'	180 sks	6733'	6992'	✓	
Stage, Squeeze, Remedial Cement Job									
Stage, Squeeze, Remedial Cement Job									
Stage, Squeeze, Remedial Cement Job									
Liner									
Liner									

21. **FORMATION LOG INTERVALS AND TEST ZONES**

FORMATION NAME	Measured Depth Top	Measured Depth Bottom	Check if applies DST	Check if applies Cored	COMMENTS
Niobrara	6090'	6315'			
"D" Sand	6817'	6822'			
"J" Sand	6890'	TD			

A DST and Core Analysis must be submitted to COGCC

I hereby certify that the statements made in this form are, to the best of my knowledge, true, correct and complete.

Print Name: Bill Warburton E-mail: ww@dwopo.com
Signature: Bill Warburton Title: Petroleum Engineer Date: 10/26/2010

Wickstrom 6-12 Completed Interval Report

Form 5A
Rev 07/08

02591340

State of Colorado
Oil and Gas Conservation Commission

1120 Lincoln Street, Suite 801, Denver, Colorado 80203 Phone: (303)894-2100 Fax:(303)894-2109

RECEIVED
NOV 24 2010
COGCC

COMPLETED INTERVAL REPORT

The Completed Interval Report, Form 5A, shall be submitted within thirty (30) days of completing a formation (successful or not), when a formation is temporarily abandoned or permanently abandoned, for a recompletion, reperforation or restimulation, or when a formation is commingled. Fill out a section for each formation. Attach as many pages as required to fully describe the work. List in order of completion.

1. OGCC Operator Number: 24461
2. Name of Operator: Diversified Operating Corporation
3. Address: 15000 West Alameda, Suite 180
City: Golden State: CO Zip: 80401
4. Contact Name: Bill Warburton
Phone: 303 384-9611
Fax: 303 384-9612

Complete the Attachment Checklist

	OP	OGCC
welbore diagram		

5. API Number: 05- 123-32065-00
6. County: Weld
7. Well Name: Wickstrom
Well Number: 6-12
8. Location (Qtr/Qtr, Sec, Twp, Rng, Meridian): NWSW Sec 6 T7N R58W 6th PM

FORMATION: "D" Sand Status: Producing

Treatment Date: 09/24/2010 Date of First Production this formation: 11/21/2010

Perforations Top: 6816' Bottom: 6922' No. Holes: 24 Hole size: 0.40"

Provide a brief summary of the formation treatment: Open Hole ☐

Well as fraced with 50,240# of proppant in 832 bbls of gelled water. Treated at 24 bbls per minute ATP 2850 PSIG

This formation is commingled with another formation ☐

Test Information:

Date: 10/05/2010 Hours: 10 Bbls oil: 1/2 Mcf Gas: 100 Bbls H_2O: 0

Calculated 24 hour rate: Bbls oil: 1 Mcf Gas: 240 Bbls H_2O: 0 GOR: 240/1

Test Method: Casing PSI: 550 Tubing PSI: 400 Choke size: 1/2

Gas Disposition: Vented Gas Type: Dry BTU Gas: API Gravity Oil:

Tubing Size: 2 3/8" Tubing Setting Depth: 6850' Tbg setting date: 9/24/2010 Packer Depth: None

Reason for Non-Production:

Date formation Abandoned: Squeezed ☐ Yes ☐ No If yes number of sacks cmt

Bridge Plug Depth: Sacks cement on top:

FORMATION: Status:

Treatment Date: Date of First Production this formation:

Perforations Top: Bottom: No. Holes: Hole size:

Provide a brief summary of the formation treatment: Open Hole ☐

This formation is commingled with another formation ☐

Test Information:

Date: Hours: Bbls oil: Mcf Gas: Bbls H_2O:

Calculated 24 hour rate: Bbls oil: Mcf Gas: Bbls H_2O: GOR:

Test Method: Casing PSI: Tubing PSI: Choke size:

Gas Disposition: Gas Type: BTU Gas: API Gravity Oil:

Tubing Size: Tubing Setting Depth: Tbg setting date: Packer Depth:

Reason for Non-Production:

Date formation Abandoned: Squeezed ☐ Yes ☐ No If yes number of sacks cmt

Bridge Plug Depth: Sacks cement on top:

I hereby certify that the statements made in this form are, to the best of my knowledge, true, correct and complete.

Print Name: Bill Warburton Email: wlw@dvcoil.com

Signature: Bill Warburton Title: Petroleum Engineer Date: 11/23/2010

Joseph M. Tyree

(918) 504-7171 · jtyree@foundationenergy.com
1439 E. 36th St. · Tulsa, OK 74105

EDUCATION

University of Tulsa	Tulsa, Oklahoma
Degree	B.S. in Petroleum Engineering
Cumulative GPA	2.92/4.00
Graduation Date	May, 2011
OUHS	Norman, Oklahoma
High School Diploma	College Preparatory Curriculum
Cumulative GPA	3.96/4.00
ACT Composite	32
Graduation Date	June, 2006

PROFESSIONAL EXPERIENCE

Foundation Energy Management, LLC (Oct 2012 – Present)
Reservoir Engineer

- Work with third party engineering firm in formulation of year end reserves and periodic updates
- Organize and maintain reserve database in PHDWin and update as required
- Perform volumetric and material balance calculations for reserve calculations
- Examine and make recommendations of PTA analysis of wells
- Develop and update capital budget for planning and execution of capital expenditure projects
- Evaluate proposed work on outside operated properties (participation elections)
- Evaluate economics on drilling, completion, stimulation, and plugging candidates

Foundation Energy Management, LLC (May 2011 – Nov 2012)
Operations Engineer

- Responsible for monitoring and maximizing production performance for oil and natural gas assets in Texas, Louisiana, Kansas, and Oklahoma
- Work with field personnel to reduce LOE by optimizing production equipment and methods in order to maximize production rates in a safe and environmental manner
- Design, recommend, and oversee well workovers and recompletions in operated assets
- Prepare AFE documents on projects for presentation/recommendation to management
- Run and present economic evaluations (PhdWin) for operated and non-operated projects
- Designed and implemented reservoir analysis program to optimize waterflood oil recovery
- Assists Reservoir Engineer with preparing year end reserves for operated wells
- Responsible for correcting regulatory related issues and filing reports to state agencies
- Assist with company drilling operations and geological projects
- Certified drilling supervisor with Surface BOP stacks

Bravo Natural Gas (October 2008 – May 2011)
Petroleum Engineering Intern

- Worked with engineers and geologists on projects related to operations, reservoir engineering, land, regulatory, and asset acquisition
- Completed geological log analysis
- Responsible for reporting monthly production and correcting regulatory issues
- Assisted geologists with preparing maps and cross-sections
- Assisted engineers and geologists with examination of potential asset acquisitions

University of Tulsa, Petroleum Engineering Department (May 2008 – October 2008)
Undergraduate Researcher

- Supported graduate level researchers with a project to create 3D reservoir analysis of a field in Wyoming
- Attended training course for PETRA reservoir modeling software

Butkin Oil Company (May 2007 – August 2007)
Field Intern

- Worked with field personnel in daily operations to maximize oil production
- Gained field experience related to rod pumping operations
- Repaired and replaced broken equipment and gauged daily production
- Worked with engineer regarding recompletion projects

PROFESSIONAL RELATED SKILLS

PhDWin, PETRA, Aries, RodStar, Snap, Qrod, Powertools, Petrel, PI/Dwights PLUS, PipeSim, Tank, FieldDirect, Microsoft Office (Word, Excel, and PowerPoint), Paint Shop Pro, Photoshop, VBA Programming, ProPresenter

RELATED COURSEWORK

Fall, 2006:	Chemistry I, Calculus I, Introduction to Petroleum Engineering
Spring, 2007:	Physics I, Calculus II, Physical Geology
Fall, 2007:	Physics II, Calculus III, Thermodynamics, Statics, Sedimentary Rocks and Processes
Spring, 2008:	Dynamics, Rock and Fluid Properties, Electric Circuit Analysis, Differential Equations
Fall, 2008:	Computer Applications in Petroleum Engineering, Mechanics of Materials, Reservoir Engineering, Introduction to Fluid Mechanics, Heat Transfer, Rock and Fluid Properties Lab
Spring, 2009:	Formation Evaluation, Petroleum Geology, Statistical Methods for Engineers
Fall, 2009:	Production Engineering I, Natural Gas Production Engineering
Spring, 2010:	Natural Gas Reservoir Engineering, Drilling Engineering I
Fall, 2010:	Drilling Engineering II, Production Engineering II, Well Completions, Drilling Lab, Production Lab, Hydrogeology
Spring, 2011:	Capstone, Reservoir Engineering II

ACADEMIC AWARDS

Awards:	Robert C. Byrd Honors Scholarship (2006-2010)
	B. B. Blair Scholarship (2007-2010)
	Oklahoma Energy Resources Board Scholar (2006-2010)
	Mid-Continent Society of Petroleum Engineers Scholar (2006-2010)
	University of Tulsa, University Academic Scholarship (2006-2010)
	University of Tulsa, Trustee Scholarship (2006-2010)