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

IN THE MATTER OF THE APPLICATION OF NIGHTHAWK PRODUCTION, LLC FOR AN ORDER DETERMINING THAT THE CONDITIONS OF ORDER NO. 556-1 HAVE BEEN SATISFIED, WHICH ORDER ESTABLISHED THE ARIKAREE CREEK STATE UNIT FOR ENHANCED RECOVERY FROM SPERGEN FORMATION FOR CERTAIN DESCRIBED LANDS IN THE ARIKAREE CREEK FIELD, LINCOLN COUNTY, COLORADO**; OR IN THE ALTERNATIVE, AMENDING THE DESCRIPTION OF THE UNIT AREA IN ORDER NO. 556-1, AND DETERMINING THAT THE CONDITIONS SET FORTH THEREIN HAVE BEEN SATISFIED**	Cause No. _____ Docket No. _____

AMENDED APPLICATION

Nighthawk Production, LLC (Operator No. 10399) ("Applicant"), by and through its undersigned attorneys, respectfully submits this Application to the Oil and Gas Conservation Commission of the State of Colorado (the "Commission") for an order determining that the conditions set forth in Order No. 556-1 have been satisfied, which Order established the Arikaree Creek State Unit ("Unit") for the purpose of drilling and producing of wells from the Spergen Formation ("Target Formation") covering certain described lands in the Arikaree Creek Field, Lincoln County, Colorado; **or in the alternative, amending the description of the unit area in Order No. 556-1, and determining that the conditions set forth therein have been satisfied.** ~~and in~~ **In** support of its Application states and alleges as follows:

I. Applicant is a corporation duly authorized to conduct business in the State of Colorado.

II. Applicant owns 100% of the leasehold interests in the following described lands and the acreage encompassed therein:

Township 6 South, Range 54 West, 6th P.M.
Section 2: SW¼SW¼
Section 10: NE¼NE¼, S½NE¼, SE¼
Section 11: W½
Section 14: W½NE¼, NW¼, N½SW¼, SW¼SW¼
Section 15: NE¼, E½SE¼

1240.00 acres, more or less, Lincoln County, Colorado
("**Original** Unit Area")

III. On March 8, 2016, the Commission unanimously approved Order No. 556-1, which conditionally approved Nighthawk's October 8, 2015 Application to establish the Unit. The conditions set forth in Order No. 556-1 are as follows:

> 3. This Order shall become effective upon the Commission finding in a supplemental order, after application, notice, and hearing, that Nighthawk has presented a unit agreement that is a just and fair allocation of production in the unit and includes a two-phased formula. Phase one must compensate royalty interest owners based on estimated remaining primary recovery and phase two must compensate royalty interest owners based on secondary recovery.
>
> 4. This Order shall become effective upon approval in writing of the plan of unit operations by those persons who, under the Commission's Order, will be required to pay at least eighty-percent (80%) of the costs of unit operation, and also by the owners of at least eighty-percent (80%) of the production or proceeds thereof that will be credited to interests which are free of cost, such as royalties, overriding royalties, and production payments **(such interests are referred to herein as "NCBI")**, and a finding by the Commission in a supplemental order, after application, notice, and such supplemental hearing as may be required, that the requisite eighty-percent (80%) approvals have been obtained.

IV. Nighthawk requests that the Commission set this matter for its June, 2016 hearing date, and at such hearing, Nighthawk will present evidence that the conditions set forth in Paragraphs 3 and 4 from Order No. 556-1 have been satisfied. Nighthawk requests that upon consideration of such evidence, the Commission make findings that the conditions set forth in Paragraphs 3 and 4 from Order No. 556-1 have been satisfied, and that Order No. 556-1 become immediately effective.

V. In the event that the plan of unit operations has not been approved in writing by the owners of at least eighty-percent (80%) of the NCBI, Nighthawk requests the following alternative relief and submits the following information in support of such request.

A. Nighthawk requests that the Original Unit Area be amended so as to remove the lands in Sections 2, 10 and 11, Township 6 South, Range 54 West, 6th P.M., leaving the following described lands as the contracted Unit Area:

Township 6 South, Range 54 West, 6th P.M.
Section 14: W½NE¼, NW¼, N½SW¼, SW¼SW¼
Section 15: NE¼, E½SE¼

600.00 acres, more or less, Lincoln County, Colorado

("Pilot Unit Area")

B. Nighthawk requests that the name of the Unit as approved in Order 556-1 be changed from the "Arikaree Creek State Unit" to the "Arikaree Creek Pilot Unit" (hereinafter referred to as the "Pilot Unit").

C. Nighthawk requests that the Commission enter an order determining that the conditions set forth in Order No. 556-1 have been satisfied as to the Pilot Unit and the Pilot Unit Area.

D. A plat showing the revision of the original Unit Area to the Pilot Unit Area is attached hereto as Exhibit A.

E. Pursuant to Commission Rule 401.b.(1), a plat is attached as Exhibit B, which shows the Pilot Unit Area, together with all wells, including drilling wells, dry and abandoned wells located thereon, all properly designated, and the names of owners of record within one-quarter (1/4) mile of the injection well or wells indicating whether they are surface owners, mineral interest owners, or working interest owners.

F. Pursuant to Commission Rule 401.b.(1), attached as Exhibit C is information regarding the need for remedial action on wells penetrating the injection zone within one-quarter (1/4) mile of each injection well and a plan for the performance of any such remedial work.

G. Pursuant to Commission Rule 401.b.(2), Nighthawk submitted a Statement of Final Plan of Unit Operations on January 29, 2016 in Docket No. 151200763. Attached as Exhibit D is an explanation of the changes to such plan in the event that the Original Unit Area contracts to the Pilot Unit Area.

H. Pursuant to Commission Rule 401.b.(3), a copy of the Unit Agreement for the Pilot Unit is attached to this Application as Exhibit E. The Unit Agreement contains a two-phase allocation formula that conforms to the conditions established by the Commission in Order No. 556-1. Prior to the date of hearing on this Application, Applicant expects to have obtained approval of the Unit Agreement from the owners of at least eighty percent (80%) of the production or proceeds thereof that will be credited to interests which are free of cost, such as royalties, overriding royalties, and production payments, pursuant to C.R.S. § 34-60-118(5). The Unit Agreement sets forth terms that are just and reasonable, and meet the requirements of C.R.S. § 34-60-118. There is no Unit Operating Agreement because Applicant owns 100% of the working interest in the Pilot Unit Area and will be the operator of the Pilot Unit.

I. Due to Applicant's plan to inject fluids in the Pilot Unit Area for enhanced recovery operations, this Application is required to set forth certain additional information pursuant to Rule 401.b.(4). Applicant hereby incorporates the following exhibits from its Application filed with the Commission on October 8, 2015, in Docket No. 151200763, and requests that the Commission take

administrative notice of such exhibits to provide the information required by Rule 401.b.(4).

1. **Exhibit F to the Application dated October 8, 2015**
2. **Addendum G-1 to the Application dated October 8, 2015**
3. **Addendum G-2 to the Application dated October 8, 2015**
4. **Addendum G-3 to the Application dated October 8, 2015**

VI. The names and addresses of the **persons who own any interest in the mineral estate underlying the Original Unit Area and the owners within one-half (1/2) mile of the Pilot Unit Area,** ~~**interested parties in this Application**~~ according to the information and belief of the Applicant are set forth in Exhibit ~~**A**~~**F** hereto. The Applicant will submit a certificate of service for the Application within the seven days as required by Rule 503.e.

VII. **The Affidavit required by Rule 403 is attached hereto as Exhibit G.**

VIII. Applicant requests that relief granted under this Application should be effective on oral order by the Commission, and Applicant hereby agrees to being bound by said oral order.

IX. The granting of this Application is in accord with the Oil and Gas Conservation Act, §34-60-101, et seq., C.R.S., and the Commission Rules.

WHEREFORE, Applicant respectfully requests that this matter be set for hearing, at the June hearing date, that notice be given as required by law, and that upon such hearing this Commission enter its order:

A. Finding that the conditions set forth in Paragraphs 3 and 4 from Order No. 556-1 have been satisfied, and that Order No. 556-1 become immediately effective.

B. In the event that the conditions set forth in Paragraphs 3 and 4 from Order No. 556-1 have not been satisfied, providing that Order No. 556-1 be amended such that 1) the Unit Area be amended to include only the W½NE¼, NW¼, N½SW¼, SW¼SW¼ of Section 14: and the NE¼, E½SE¼ of Section 15, Township 6 South, Range 54 West, 2) the name of the Arikaree Creek State Unit be amended to be the "Arikaree Creek Pilot Unit" and 3) the conditions set forth in Paragraphs 3 and 4 from Order No. 556-1 have been satisfied as to the revised Pilot Unit Area.

~~**B**~~**C**. Providing that relief granted under this Application be effective on oral order by the Commission, relying on the Applicant's desire to be bound by said oral order.

~~C~~D. For such other findings and orders as the Commission may deem proper or advisable.

Dated this 28th day of April, 2016.

Respectfully submitted,

NIGHTHAWK PRODUCTION, LLC

By: _____

James P. Parrot
Jillian Fulcher
Beatty & Wozniak, P.C.
Attorneys for Applicant
216 16th Street, Suite 1100
Denver, Colorado 80202
(303) 407-4499

Applicant's Address:
1805 Shea Center Dr., Suite 290
Highlands Ranch, CO 80129

VERIFICATION

STATE OF COLORADO)
) ss.
COUNTY OF JEFFERSON)

Chuck Wilson, as Chief Operating Officer for Nighthawk Production, LLC, upon oath deposes and says that he has read the foregoing Application and that the statements contained therein are true to the best of his knowledge, information and belief.

By: Nighthawk Production, LLC

By: Chuck Wilson

Subscribed and sworn to before me this 28th day of April, 2016, by Chuck Wilson, as Chief Operating Officer for Nighthawk Production, LLC.

Witness my hand and official seal.

My commission expires: 07/27/16

Notary Public

MINDY JO OBANDO NOTARY PUBLIC STATE OF COLORADO

EXHIBIT A
ORIGINAL UNIT AREA COMPARED TO PILOT UNIT AREA

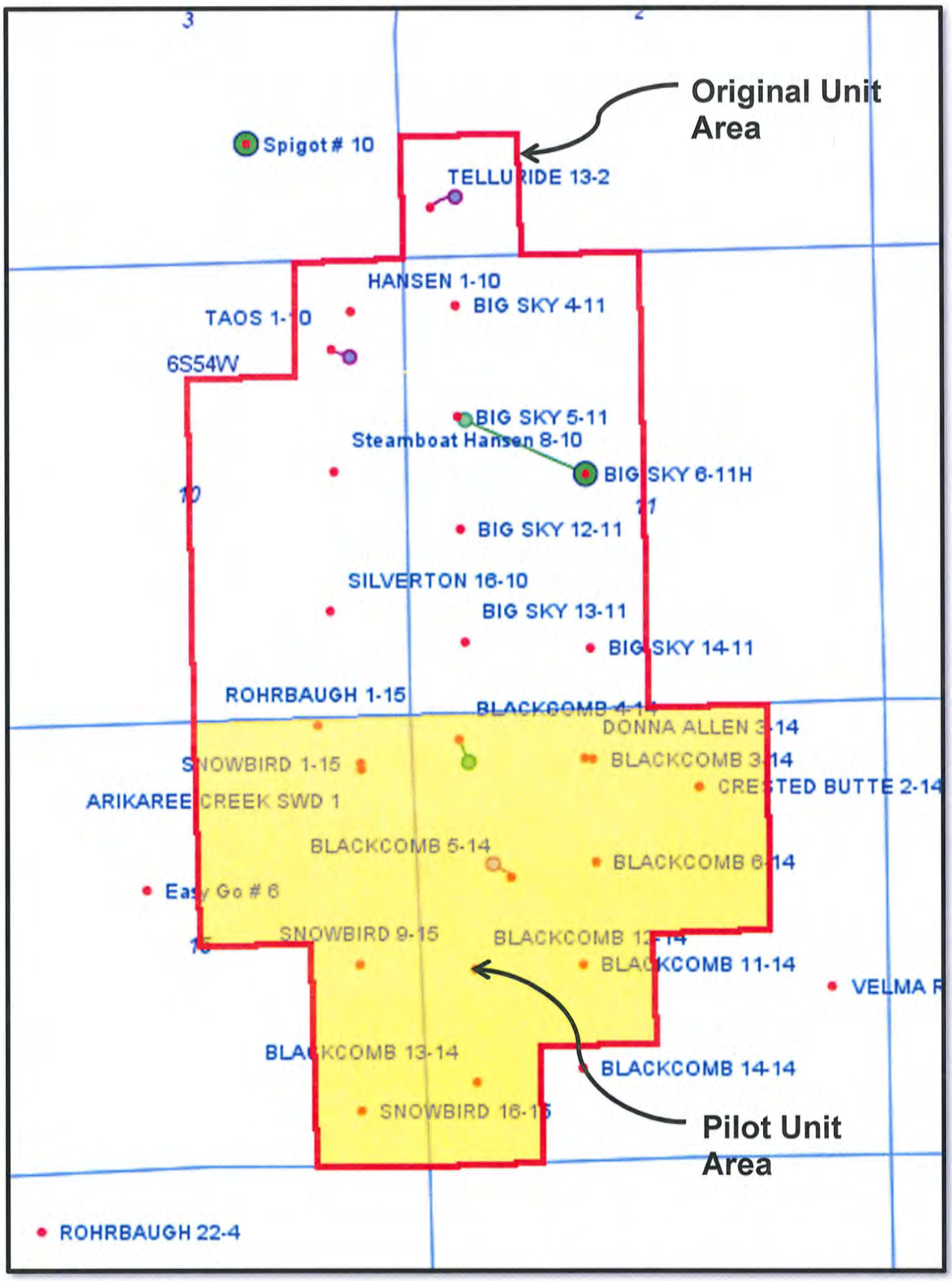
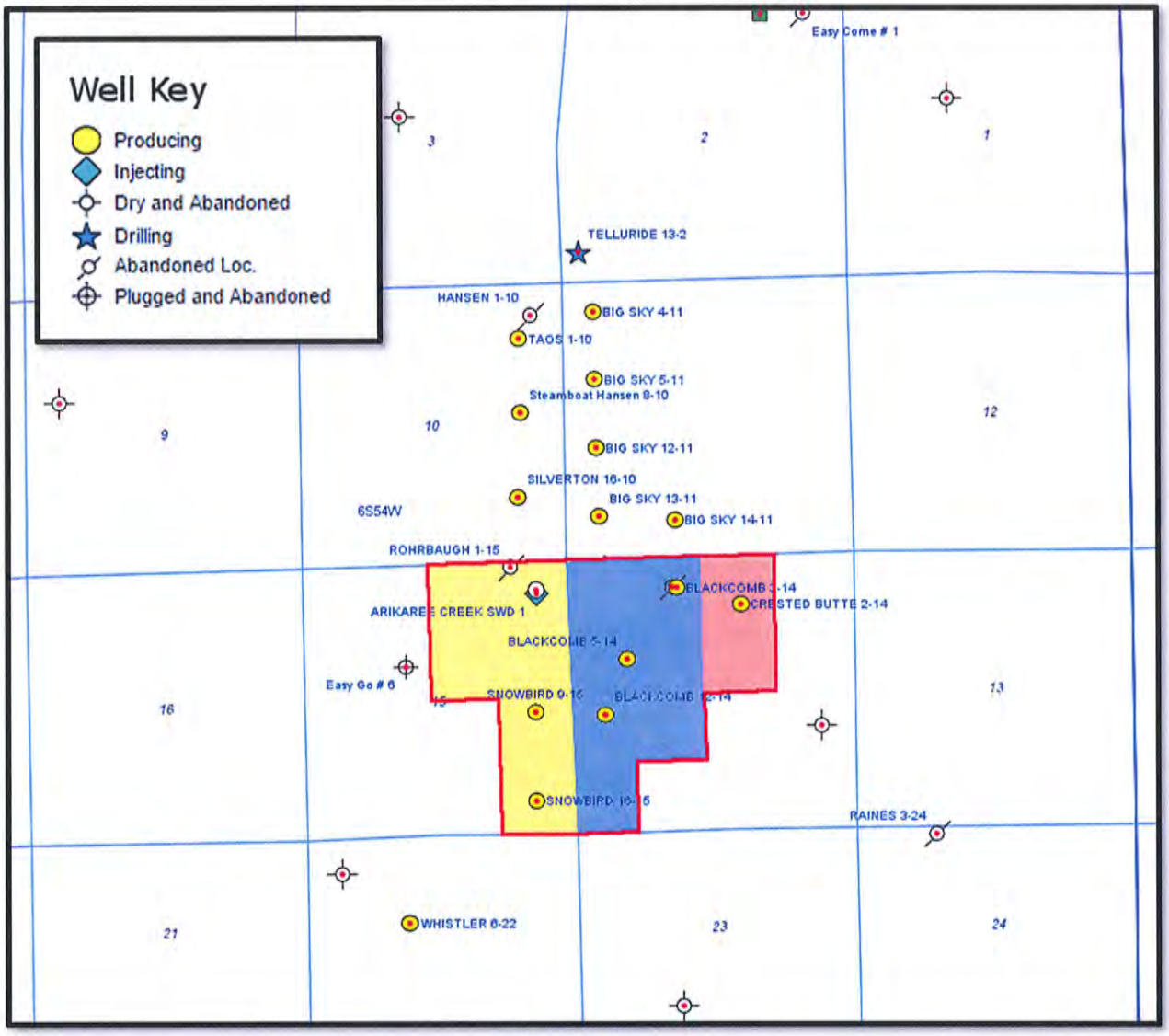


EXHIBIT B
PLAT OF PILOT UNIT AREA



Owners within ¼ mi. of Blackcomb 12-14

Rohrbaugh Interests, LLLP (Surf. and RI)
29640 County Road 3U
Genoa, CO 80818

JoElla M. Winterberg (RI)
50500 State Highway 40/287
Limon, CO 80828

Owners within ¼ mi. of Snowbird 16-15

Rohrbaugh Interests, LLLP (Surf. and RI)
29640 County Road 3U
Genoa, CO 80818

JoElla M. Winterberg (RI)
50500 State Highway 40/287
Limon, CO 80828

CONTINUED ON NEXT PAGE

Julie Ann Sullivan (RI)
50096 Co. Rd. 86
Limon, CO 80828

Douglas Richard Winterberg (RI)
20681 Co. Rd. 3E
Limon, CO 80828

Amy Sue Perry (RI)
48527 Co. Rd. 98
Limon, CO 80828

Cheryl Lynn Whipple (Surf. and RI)
350 Webster Avenue
Burlington, CO 80807

Cindy Jo Rogers (RI)
30903 Upper Bear Creek Road
Evergreen, CO 80439

Nighthawk Production, LLC (WI, ORRI)
1805 Shea Center Drive, Suite 290
Highlands Ranch, CO 80129

Over the Hill Land Services, LLC (ORRI)
10601 W. 79th Place
Arvada, CO 80005

Steven A. Tedesco (ORRI)
16482 E. Berry Place
Centennial, CO 80015

James A. Evans (ORRI)
5918 Lasso Place
Parker, CO 80134

Julie Ann Sullivan (RI)
50096 Co. Rd. 86
Limon, CO 80828

Douglas Richard Winterberg (RI)
20681 Co. Rd. 3E
Limon, CO 80828

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16482 E. Berry Place
Centennial, CO 80015

James A. Evans (ORRI)
5918 Lasso Place
Parker, CO 80134

CO State of Board of Land Commissioners (RI)
1127 Sherman St.
Denver, CO 80203

Christy Hansen Cook & Frederick A. Cook (Surf.)
55151 Co. Rd. 33
Genoa, CO 80818

Sidney G. and Penni J. Raines Living Trust
dated September 17, 2004 (Surf.)
333 Post Oak Circle
Franktown, CO 80116

American Patriot Oil & Gas Inc. (WI)
1601 Blake St., Suite 300
Denver, CO 80202

EXHIBIT C
REMEDIAL ACTION INFORMATION

All wells within one-quarter mile of each proposed injection well are new wells, drilled and completed within the last two years. All wells have cathodic protection installed for the casing. No remedial work is anticipated at this time.

EXHIBIT D
AMENDMENTS TO PLAN OF UNIT OPERATIONS

I. EXECUTIVE SUMMARY

Nighthawk proposes modifying the plan of operations proposed in its Application in Docket No. 151200763 to conduct a pilot waterflood recovery project in just the portion of the Original Unit Area that is located in Sections 14 and 15, Township 6 South, Range 54 West, 6th P.M. (referred to in this Application as the "Arikaree Creek Pilot Unit"). As Nighthawk demonstrated in its filings and in the hearing on March 8, 2016, the entire reservoir (located in Sections 2, 10, 11, 14 and 15, Township 6 South, Range 54 West, 6th P.M.) is geologically closed on all sides by major faults, within which an oil-water contact ("OWC") and a capillary transition zone ("CTZ") define the productive zone. In the middle of the reservoir is a saddle with a narrow region above the OWC & CTZ, creating a natural feature between the two that resembles an hourglass in the oil zone above the CTZ. The Arikaree Creek Pilot Unit uses 40-acre quarter-quarters as building blocks to encompass the productive zone south of the restriction.

Nighthawk will convert the following two existing production wells to injection wells:

API No.	Well Name	Location	Status
05-073-06610	Blackcomb 12-14	NW¼SW¼ Sec 14-T6S-R54W	PR
05-073-06561	Snowbird 16-15	SE¼SE¼ Sec 15-T6S-R54W	PR

By converting these wells to injection, Nighthawk will conduct a pilot water flood project to sweep oil from undeveloped portions of the Pilot Unit Area to production wells in the Pilot Unit Area.

II. PURPOSE OF UNIT CONTRACTION

The transition of the Original Unit Area to the Pilot Unit Area will be necessary in the event that the mineral owners in Tract 2 of the Original Unit Area (Don and Della Knutson) decline to join the Unit Agreement. Nighthawk has been engaged in ongoing discussions with Mr. and Mrs. Knutson over the past several months, primarily through their daughter, Carla Knutson, who claims to represent and speak for them.

Over the past six weeks, Nighthawk has been visiting with Carla Knutson to answer questions and to seek the signing of the Unit Agreement. However, recent communications from Carla Knutson indicate that there are no circumstances under which she and her parents will participate in the Unit. Nighthawk has not received confirmation of this position from Don and Della Knutson, and intends to leave them every opportunity to participate in the Unit if they so desire and the other landowners agree. If Nighthawk is able to obtain Don and Della's written consent to the Unit Agreement, then Nighthawk will consider dropping its request to contract the Unit. In

other words, Nighthawk will do its best to respect the wishes of Don and Della Knutson in regards to their participation, or non-participation in the Unit Area.

While respecting the wishes of the Knutsons, Nighthawk also desires to respect the wishes of the mineral owners in the Pilot Unit Area, who have expressed overwhelming support for the water flood project. Contraction to the Pilot Unit Area will best represent the wishes of most of the royalty owners in the Arikaree Creek Field. Moreover, contraction of the Original Unit Area will prevent the tremendous amount of waste in the Pilot Unit Area that will occur if the entire water flood project is abandoned because the Knutsons do not want to participate in recovering stranded oil in the Pilot Unit Area.

III. BOUNDARY DETERMINATION AND ADDITIONAL PRODUCTION WELLS

Existing well control (AC SWD-1 and Big Sky 14-11) and 3D seismic data demonstrate a natural structural saddle trending generally east-west between sections 10 and 11 to the north and sections 14 and 15 to the south. This saddle provides a geologically favorable feature for differentiating the Spergen dolomite reservoir, north-south. The natural saddle provides an hourglass feature in the oil zone above the CTZ which is further enhanced by a producing well (Blackcomb 3-14) at the northern boundary of the southern area, further defining a 'manufactured' separation between the north and south blocks. The two proposed injection wells are located approximately 5/8 and 7/8 of a mile away from this feature and the proposed northern boundary of the Pilot Unit Area. The west, south and east boundaries of the Pilot Unit Area are as originally proposed. There are a total of three production wells between the injection wells and this northern boundary, which will be operated to provide sufficient pressure sink to ensure fluids do migrate between the Pilot Unit Area and the area to the north.

IV. INJECTION PLAN.

Nighthawk will orient the two injection wells in the Pilot Unit Area on the southern portion of the Spergen dolomite reservoir, which are the same wells proposed as part of the Original Unit Area, with one well at the OWC and the second at the top of the CTZ to maximize the sweep of oil from all parts of the productive zone to production wells. This orientation is supported by the Sigma3 study submitted by Nighthawk in Docket No. 151200763. With two injection wells, there will be no constraint on the available water for injection (total 2000 bbls/d for the two wells). After water flooding begins, Nighthawk will run additional simulations, collect data, and analyze water flood results to determine the optimum water injection, and may drill an additional production or injection well to optimize recovery.

The natural saddle provides a geologically favorable differentiation of the Pilot Unit Area and the reservoir to the north. Production and injection operations will balance to slightly over-balance Pilot Unit Area voidage (oil and water production minus injection) to protect correlative rights of leases to the north. By injecting slightly greater than production, there will be a tendency to balance pressure at the northern boundary. Additionally, the fluid level in the nearest well to the Pilot Unit Area, Big Sky 13-11, will

be monitored twice a month for changes. These measurements will be used to monitor and adjust operations to prevent oil migration across this saddle.

Nighthawk has determined the locations of the injection wells based on the Sigma3 study. The Blackcomb 12-14, and Snowbird 16-15 are proposed as the best wells to use for injection in the Pilot Unit Area. The Blackcomb 12-14 benefits offset wells Blackcomb 5-14 and Snowbird 9-15 and to a lesser extent Blackcomb 3-14. The injector Snowbird 16-15, located down dip at the OWC, benefits the Snowbird 9-15 and Blackcomb 5-14. Nighthawk expects the same oil mobility and recoverability response as that modeled in the Sigma3 study for the Southern portion of the Original Unit Area Plan.

V. MULTI-YEAR UNIT DEVELOPMENT PLAN

Upon obtaining all necessary regulatory approvals, Nighthawk will finalize the injection facilities design and injection lines, order equipment, and begin construction starting Summer 2016, for a September 2016 start of injection operations. Nighthawk will use two injection wells as discussed above to inject a total of ~2000 bw/d. The injection facilities are designed to handle up to 5000 bw/d. The injection facilities will adjust the fluid pH to counteract the reservoir acidification. Additionally, Nighthawk will add polymer to raise the fluid viscosity to 2 cp and favorably adjust the water-oil mobility ratio to 0.3. Due to its additional cost (~$2.25/bw treated) polymer will only be used continuously where it achieves a positive response with approximately 10-25% hydrocarbon pore volume injected before returning to chase water.

Nighthawk will replace the rod and pump configuration in production wells with higher lifting capacity jet pump configuration (from ~450 bpd to ~2000 bpd). The project CAPEX for the Pilot Unit is estimated at $2.3 million, including well work over activities and facilities for injection, polymer mixing, power, and gathering, and other miscellaneous costs. These costs are to be incurred in 2016.

Nighthawk will add jet pumps in response to increases in production exceeding the rod and pump configuration. Project economics, conservatively assuming a 840 Mstb incremental recovery are favorable, even under this difficult market environment. Nighthawk will provide detailed information about project economics during the prehearing and hearing processes, but preliminary analyses suggest an incremental NPV10 of $12.1 million for the Pilot Unit Area.

Consistent with our original operating plan, the reservoir response will be monitored and compared to the simulation forecast, and this information and feedback will be used to update the simulation model and for diagnosis. Reservoir diagnosis using the simulation model would: examine adjusting injection and production rates to process previously unswept portions of the reservoir by adjusting the fluid streamlines, increasing the total project injection rate to accelerate production, examine locations for infill drilling potential, and expansion of the modified line drive by drilling select injection locations. All these options are predicated on a favorable operating environment and reservoir response.

Nighthawk anticipates that the Pilot Unit will demonstrate the success of enhanced recovery operations in the Arikaree Creek Field. If Don and Della Knutson change their position about joining the Unit based on this success, Nighthawk will apply to the Commission to authorize enhanced oil recovery operations in the portions of the Original Unit Area that are not included in the Pilot Unit Area. Nighthawk is prepared to undertake such operations as soon as Don and Della Knutson sign a Unit Agreement.

EXHIBIT E
UNIT AGREEMENT

UNIT AGREEMENT
ARIKAREE CREEK PILOT UNIT
LINCOLN COUNTY, CO

THIS AGREEMENT ("Agreement") is hereby entered into as of the ___ day of _____, 2016 by the parties who have signed the original of this instrument, a counterpart thereof, or other instrument agreeing to become a party hereto.

WITNESSETH:

WHEREAS, in the interested of the public welfare and to promote the conservation and increase the ultimate recovery of Unitized Substances from the Arikaree Creek Field, in Lincoln County, Colorado, and to protect the rights of the owners of interests therein, it is deemed necessary and desirable to enter into this Agreement to unitize the Oil and Gas Rights and to the Unitized Formation in order to conduct Unit Operations as herein provided, being a program contemplated and authorized by Article 60 of Title 34 of the Colorado Revised Statues, as amended.

NOW, THEREFORE, in consideration of the premises and of the mutual agreements herein contained, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is agreed as follows:

ARTICLE 1. Definitions

Unless the context otherwise clearly indicates, words used in the singular include the plural, the plural include the singular, and the neuter gender include the masculine and the feminine. Subject to the foregoing, capitalized terms used herein shall be defined as follows.

1.1. Commission means the Colorado Oil and Gas Conservation Commission.

1.2. Effective Date is the time and date this Agreement becomes effective as provided in Section 16.1.

1.3. Oil and Gas Rights are the rights to explore, develop, and operate lands within the Unit Area for the production of Unitized Substances, or to share in the production so obtained or the proceeds thereof.

1.4. Outside Substances are substances from any source other than the Unitized Formation and which are injected into the Unitized Formation.

1.5. Royalty Interest is a right to or interest in any portion of the Unitized Substances or proceeds thereof other than a Working Interest.

1.6. Royalty Owner is a party hereto who owns a Royalty Interest.

1.7. Tract is the land described as such and given a Tract number in Exhibit A.

1.8. Tract Participation is the percentage shown on Exhibit A for allocating Unitized Substances to a Tract.

1.9. Unit is the Arikaree Creek Pilot Unit, composed of the lands within the Unit Area, with all Unit Operations subject to this Agreement.

1.10. Unit Area is the land described by Tracts in Exhibit A and shown on Exhibit B as to which this Agreement becomes effective or to which it may be extended as herein provided.

1.11. Unit Equipment is all personal property, lease and well equipment, plants, and other facilities and equipment taken over or otherwise acquired for use in Unit Operations.

1.12. Unit Expense is all cost, expense, or indebtedness incurred by Working Interest Owners or Unit Operator pursuant to this Agreement for or on account of Unit Operations.

1.13. Unit Operations are all operations conducted by Working Interest Owners or Unit Operator pursuant to this Agreement.

1.14. Unit Operator is the party authorized to engage in Unit Operations pursuant to this Agreement. A successor Unit Operator may be designated by the current Unit Operator.

1.15. Unit Participation of a Working Interest Owner is the sum of the percentages obtained by multiplying the Working Interest of such Working Interest Owner in each Tract by the Tract Participation of such Tract.

1.16. Unitized Formation includes the subsurface portion of the Unit Area described as the Mississippian age Spergen Formation in the Arikaree Creek Field, Lincoln County, Colorado.

1.17. Unitized Substances are all oil, gas, gaseous substances, sulfur contained in gas, condensate, distillate, and all associated and constituent liquid or liquefiable hydrocarbons other than Outside Substances within or produced from the Unitized Formation.

1.18. Working Interest is an interest in Unitized Substances by virtue of a lease, operating agreement, farm-out agreement, unleased fee title, or otherwise, including a carried interest, the owner of which is chargeable with and obligated to pay or bear, either in cash or out of production or otherwise, all or a portion of the Unit Expense.

1.19. Working Interest Owner is a party hereto who owns a Working Interest.

ARTICLE 2. EXHIBITS

2.1. Exhibits. The following exhibits, which are attached hereto, are incorporated herein by reference:

a. Exhibit A is a schedule that describes each Tract in the Unit Area and shows its Tract Participation.

b. Exhibit B is a map that shows the boundary lines of the Unit Area and the Tracts therein.

c. Exhibit C shows the calculations for determining the individual Tract Participation percentages.

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

2.3. Amending Tracts. The shapes and descriptions of the respective Tracts have been established by the best information available, conditional on approval of this Agreement and the Commission. If it subsequently appears that any Tract, because of diverse royalty or working interest ownership on the Effective Date, should have been divided into more than one Tract, or that any mechanical miscalculation or clerical error has been made, Unit Operator may correct the mistake by revising the exhibits to conform to the facts, pursuant to and in accordance with COLO. REV. STAT. § 34-60-118, which requires the consent of all persons owning oil and gas rights in any tract, for which the Tract Participation is affected by such amendment. Each such revision of an exhibit made prior to thirty (30) days after the Effective Date shall be effective as of the Effective Date. Each such revision thereafter made shall be effective at 7:00 a.m. on the first day of the calendar month next following the filing for record of the revised exhibit or on such other date as may be determined by Working Interest Owners and set forth in the revised exhibit.

2.4. Filing Revised Exhibits. If an exhibit is revised after this Agreement is recorded in the real property records of the County in which the Unit is located, Unit Operator shall execute an appropriate instrument with the revised exhibit attached and file the revised exhibit for record in such County.

ARTICLE 3. CREATION AND EFFECT OF UNIT

3.1. Oil and Gas Rights Unitized. All Oil and Gas Rights of Royalty Owners in and to the Unit Area, and all Oil and Gas Rights of Working Interest Owners in and to the Unit Area, are hereby unitized insofar as the respective Oil and Gas Rights pertain to the Unitized Formation, so that Unit Operations may be conducted with respect to the Unitized Formation as if the Unit Area had been included in a single lease executed by all Royalty Owners, as lessors, in favor of all Working Interest Owners, as lessees, and as if the leases contained all of the provisions of this Agreement.

3.2. Personal Property Excepted. All lease and well equipment, materials, and other facilities heretofore or hereafter placed by any of the Working Interest Owners on the lands covered hereby shall be deemed to be and shall remain personal property belonging to and may be removed by Working Interest Owners.

3.3. Amendment of Leases and Other Agreements. The provisions of the various leases, agreements, division and transfer orders, or other instruments pertaining to the respective Tracts or the production therefrom are amended to the extent necessary to make them conform to the provisions of this Agreement, but otherwise shall remain in effect.

3.4. Continuation of Leases and Term Interests. Production from any part of the Unitized Formation, except for the purpose of determining payments to Royalty Owners, or other Unit Operations shall be considered as production from or operations upon each Tract, and such production or operations shall continue in effect each lease or term mineral or royalty interest as to all lands and formations covered thereby just as if such operations were conducted on and as if a well were producing from each Tract.

3.5. Titles Unaffected by Unitization. Nothing herein shall be construed to result in the transfer of title to Oil and Gas Rights by any party hereto to any other party or to Unit Operator.

3.6. Injection Rights. Royalty Owners hereby grant Working Interest Owners the right to inject into the Unitized Formation any substances in whatever amounts Working Interest Owners deem expedient for Unit Operations, together with the right to drill, use, and maintain injection wells on the Unit Area, and to use for injection purposes any non-producing or abandoned wells or dry holes, and any producing wells completed in the Unitized Formation.

3.7. Development Obligation. Nothing herein shall relieve Working Interest Owners from any obligation to develop reasonably as a whole the lands and leases committed hereto.

ARTICLE 4. PLAN OF OPERATIONS

4.1. Unit Operator. As of the Effective Date hereof, Nighthawk Production, LLC is hereby designated as the initial Unit Operator. Unit Operator shall have the exclusive right to conduct Unit Operations, which shall conform to the provisions of this Agreement.

4.2. Method of Operation. To the end that the quantity of Unitized Substances ultimately recoverable may be increased and waste prevented, Working Interest Owners shall, with diligence and in accordance with good engineering and production practices, engage in waterflooding operations in the Unitized Formation, or such other pressure maintenance, repressuring, secondary recovery, and tertiary recovery

operations as may be deemed by them to be necessary or proper to achieve that end.

4.3. Change of Method of Operation. Nothing herein shall prevent Working Interest Owners from discontinuing or changing in whole or in part any method of operation which, in their opinion, is no longer in accord with good engineering or production practices. Other methods of operation may be conducted or changes may be made by Working Interest Owners from time to time if determined by them to be feasible, necessary, or desirable to increase the ultimate recovery of Unitized Substances. Changes in the method of operation shall be subject to approval, if necessary, of the Commission.

ARTICLE 5. TRACT PARTICIPATION

5.1. Tract Participation. The Tract Participation of each Tract is shown in Exhibit A. The formula used to determine Tract Participation also is shown in Exhibit A.

5.2. Relative Tract Participations. If the Unit Area is enlarged or reduced, the revised Tract Participations of the Tracts remaining in the Unit Area and which were within the Unit Area prior to the enlargement or reduction shall remain in the same ratio one to another.

5.3. Adjustment of Tract Participations. If, based on accumulated production data, the Unit Operator determines that the relative Tract Participations need adjustment in the interests of fairness and equity, the Unit Operator will adjust the relative Tract Participations. Whether such an adjustment is necessary is a determination that shall be made at the sole discretion and in the sole judgment of the Operator. Notwithstanding the foregoing, no such adjustment shall be made except pursuant to and in accordance with COLO. REV. STAT. § 34-60-118, which requires the consent of all persons owning oil and gas rights in any tract, for which the Tract Participation is affected by such adjustment. Upon execution of written agreements, the Operator shall file for record revised exhibit(s) reflecting such adjustment, and then such adjustment shall be effective at 7:00 a.m. on the first day of the calendar month next following the filing for record of the revised exhibit.

ARTICLE 6. ALLOCATION OF UNITIZED SUBSTANCES

6.1. Allocation of Tracts. All Unitized Substances produced and saved, except any part thereof used, lost or consumed in Unit Operations, shall be allocated to the several Tracts in accordance with the respective Tract Participations effective during the period that the Unitized Substances were produced. The amount of Unitized Substances allocated to each Tract, regardless of whether the amount is more or less than the actual production of Unitized Substances from the well or wells, if any, on such Tract, shall be deemed for all purposes to have been produced from such Tracts.

6.2. Distribution Within Tracts. The Unitized Substances allocated to each Tract shall be distributed or accounted for among the parties entitled to share in the 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 the 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 interests, in the absence of an agreement providing for a different division, shall share in the Unitized Substances allocated to the Tract or in the proceeds thereof, in proportion to the surface acreage of their respective parts of the Tracts.

6.3. Taking Unitized Substances in Kind. The Unitized Substances allocated to each Tract shall be delivered in kind to the respective parties entitled thereto by virtue of the ownership of Oil and Gas Rights therein or by purchase from such owners. Such parties shall have the right to construct, maintain, and operate within the Unit Area all necessary facilities for that purpose, provided they are so constructed, maintained, and operated as not to interfere with Unit Operations. Any extra expenditures incurred by Unit Operator by reason of the delivery in kind of any portion of Unitized Substances shall be borne by the owner 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.

6.4. Failure to Take in Kind. If any party fails to take in kind or separately dispose of such party's share of Unitized Substances, Unit Operator shall have the right, but not the obligation, for the time being and subject to revocation at will by the party owning the share, to purchase or sell to others such share; however, all contracts of sale by Unit Operator of any other party's share of Unitized Substances shall be only 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. The proceeds of the Unitized Substances so disposed of by Unit Operator shall be paid to the Working Interest Owners of each affected Tract or a party designated by such Working Interest Owners who shall distribute such proceeds to the parties entitled thereto.

6.5. Responsibility for Royalty Settlements. Any party receiving in kind or separately disposing of all or part of the Unitized Substances allocated to any Tract shall be responsible for the 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 parties hereto, including Unit Operator, against any liability for such payment.

6.6. Royalty on Outside Substances. If any Outside Substance is injected into the Unitized Formation, One Hundred percent (100%) of any like substance contained in Unitized Substances subsequently produced and sold, or used for other than Unit Operations, shall be deemed to be the Outside Substance so injected until the total value thereof equals the total volume of the Outside Substance so injected. No payment

shall be due or payable to Royalty Owners on Outside Substances.

ARTICLE 7. PRODUCTION AS OF THE EFFECTIVE DATE

7.1. Oil in Lease Tanks. Unit Operator shall gauge or otherwise determine the amount of merchantable oil produced from the Unitized Formation that is in lease tanks as of 7:00 a.m. on the Effective Date. Oil in treating vessels, separation equipment, and tanks below pipeline connections shall not be considered to be merchantable. Any merchantable oil so gauged by Unit Operator shall remain the property of the parties entitled thereto as if this Agreement had not been entered into.

ARTICLE 8. USE OR LOSS OF UNITIZED SUBSTANCES

8.1. Use of Unitized Substances. Working Interest Owners may use or consume Unitized Substances for Unit Operations, including but not limited to the injection thereof into the Unitized Formation.

8.2. Royalty Payments. No royalty, overriding royalty, production, or other payments shall be payable on account of Unitized Substances used, lost, or consumed in Unit Operations.

ARTICLE 9. TRACTS IN UNIT

9.1. Unit Tracts. On and after the Effective Date and until the enlargement or reduction thereof, the Unit Area shall be composed of the Tracts listed in Exhibit A.

ARTICLE 10. EASEMENTS OR USE OF SURFACE

10.1. Grant of Easements. The parties hereto, to the extent of their rights and interests, hereby grant to Working Interest Owners the right to use as much of the surface of the land within the Unit Area as may be reasonably necessary for Unit Operations and the removal of Unitized Substances from the Unit Area.

10.2. Surface Damages. Working Interest Owners shall pay the owner for damages to growing crops, timber, fences, improvements, and structures on the Unit Area that result from Unit Operations.

ARTICLE 11. ENLARGEMENTS OF UNIT AREA

11.1. Enlargements of Unit Area. The Unit Area may be enlarged from time to time to include acreage reasonably provided to be productive upon such terms as may be determined by Working Interest Owners and approved by the Colorado Oil and Gas Conservation Commission in accordance with Article 60 of Title 34 of the Colorado Revised Statutes, as amended, including, but not limited to, the following:

a. The participation to be allocated to the acreage shall be fair and

reasonable, considering all available information.

b. There shall be no retroactive allocation or adjustment of Unit Expense or of interests in the Unitized Substances produced, or proceeds thereof; however, this limitation shall not prevent an adjustment of investment by reason of the enlargement.

c. Notwithstanding the foregoing, no such enlargement shall be made except pursuant to and in accordance with COLO. REV. STAT. § 34-60-118, which requires the consent of all persons owning oil and gas rights in any tract, for which the Tract Participation is affected by such enlargement.

11.2. Determination of Tract Participation. Unit Operator, subject to Section 5.2 and COLO. REV. STAT. § 34-60-118, shall determine the Tract Participation of each Tract within the Unit Area as enlarged, and shall revise Exhibits A and B accordingly.

11.3. Effective Date. The effective date of any enlargement of the Unit Area shall be 7:00 a.m. on the first day of the calendar month following compliance with conditions for enlargement as specified by Working Interest Owners and approved by the Colorado Oil and Gas Conservation Commission, and the filing for record of revised Exhibits A and B in the County in which this Agreement is recorded.

ARTICLE 12. TRANSFER OF TITLE - PARTITION

12.1. Transfer of Title. Any conveyance of all or any part of any interest owned by any party hereto with respect to any Tract shall be made expressly subject to this Agreement. No change of title shall be binding upon Unit Operator, or upon any party hereto other than the party so transferring, until 7:00 a.m. on the first day of the calendar month next succeeding the date of receipt by Unit Operator of a photocopy, or a certified copy, of the recorded instrument evidencing such change in ownership.

12.2. Waiver of Rights to Partition. Each party hereto agrees that, during the existence of this Agreement, it will not resort to any action to partition the Unitized Formation or the Unit Equipment, and to that extent waives the benefits of all laws authorizing such partition.

ARTICLE 13. RELATIONSHIP OF PARTIES

13.1. No Partnership. The duties, obligations, and liabilities of the parties hereto 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 hereto. Each party hereto shall be individually responsible for its own obligations as herein provided.

13.2. No Joint Refining or Marketing. This Agreement is not intended to provide, and shall not be construed to provide, directly or indirectly, for any joint refining or marketing

of Unitized Substances.

13.3. Royalty Owners Free of Costs. This Agreement is not intended to impose, and shall not be construed to impose, upon any Royalty Owner any obligation to pay Unit Expense unless such Royalty Owner is otherwise so obligated.

13.4. Information to Royalty Owners. Each Royalty Owner shall be entitled to all information in possession of Unit Operator to which such Royalty Owner is entitled by an existing agreement with any Working Interest Owner.

ARTICLE 14. LAWS AND REGULATIONS

14.1. Laws and Regulations. This Agreement shall be subject to the conservation laws of the State of Colorado; to the valid rules, regulations, and orders of the Oil and Gas Conservation Commission of the State of Colorado; and to all other applicable federal, state, and municipal laws, rules, regulations, and orders.

ARTICLE 15. FORCE MAJEURE

15.1. Force Majeure. All obligations imposed by this Agreement on each party, except for the payment of money, shall be suspended while compliance is prevented, in whole or in part, by a labor dispute, fire, war, civil disturbance, act of God; by federal, state, or municipal laws; by any rule, regulation, or order of a governmental agency; by inability to secure materials; or by any other cause or causes, whether similar or dissimilar; beyond reasonable control of the party. No party shall be required against its will to adjust or settle any labor dispute. Neither this Agreement nor any lease or other instrument subject hereto shall be terminated by reason of suspension of Unit Operations due to any one or more of the causes set forth in this Article.

ARTICLE 16. EFFECTIVE DATE

16.1. Effective Date. This Agreement shall become binding upon each party as of the date such party signs the instrument by which it becomes a party hereto, and shall become effective at the time and date as determined by Working Interest Owners and as set forth in a certificate filed for record by Unit Operator in Lincoln County, Colorado. The certificate shall not be filed until after this Agreement has been approved by the Commission. If the Commission determines that the Unit shall not be established, this Agreement shall be null and void *ab initio*.

ARTICLE 17. TERM

17.1. Term. The term of this Agreement shall be for the time that Unitized Substances are produced in paying quantities or other Unit Operations are conducted without a cessation of more than ninety (90) consecutive days, unless sooner terminated by Working Interest Owners in the manner herein provided.

17.2. Termination by Working Interest Owners. This Agreement may be terminated by

Working Interest Owners owning a combined Unit Participation of ninety percent (90%) or more whenever such Working Interest Owners determined that Unit Operations are no longer profitable or feasible.

17.3. Effect of Termination. Upon termination of this Agreement, the further development and operation of the Unitized Formation as a unit shall be abandoned, and Unit Operations shall cease. Each oil and gas lease and other Agreement covering lands within the Unit Area shall remain in force for sixty (60) days after the date on which this Agreement terminates, and for such further period as is provided by the lease or other Agreement.

17.4. Salvaging Equipment Upon Termination. If not otherwise granted by the leases or other instruments affecting each Tract, Royalty Owners hereby grant Working Interest Owners a period of six (6) months after the date of termination of this Agreement within which to salvage and remove Unit Equipment.

17.5. Certificate of Termination. Upon termination of this Agreement, Unit Operator shall file for record in the County in which the land affected is located a certificate that this Agreement has terminated, stating its termination date.

ARTICLE 18. EXECUTION

18.1. Original, Counterpart, or Other Instrument. An owner of Oil and Gas Rights may become a party to this Agreement by signing the original of this instrument, a counterpart thereof, or other instrument ratifying this Agreement. The signing of any such instrument shall have the same effect as if all parties had signed the same instrument.

18.2. Joinder in Dual Capacity. Execution as herein provided by any party as either a Working Interest Owner or a Royalty Owner shall commit all interests owned or controlled by such party.

ARTICLE 19. GENERAL

19.1. Amendments Affecting Working Interest Owners. Amendments hereto relating wholly to Working Interest Owners may be made if signed by all Working Interest Owners.

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 heirs, devisees, legal representatives, successors, and assigns, and shall constitute a covenant running with the lands, leases, and interests covered hereby.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the dates opposite their respective signatures.

UNIT OPERATOR

By: _____
Chuck Wilson, Chief Operating Officer
Nighthawk Production, LLC

INTEREST OWNER

Date Signed: _____

By: _____
Print Name: _____
Title: _____

EXHIBIT A-1
SCHEDULE OF TRACTS AND TRACT PARTICIPATION – PHASE 1

Tract	Participation Factor	Description
1	19.053594%	Sec 15-T6S-R54W6PM: NE¼, E½SE¼
2	80.279739%	Sec 14-T6S-R54W6PM: NW¼, N½SW¼, SW¼SW¼
3	0.666667%	Sec 14-T6S-R54W6PM: W½NE¼
TOTAL	100.000000%	

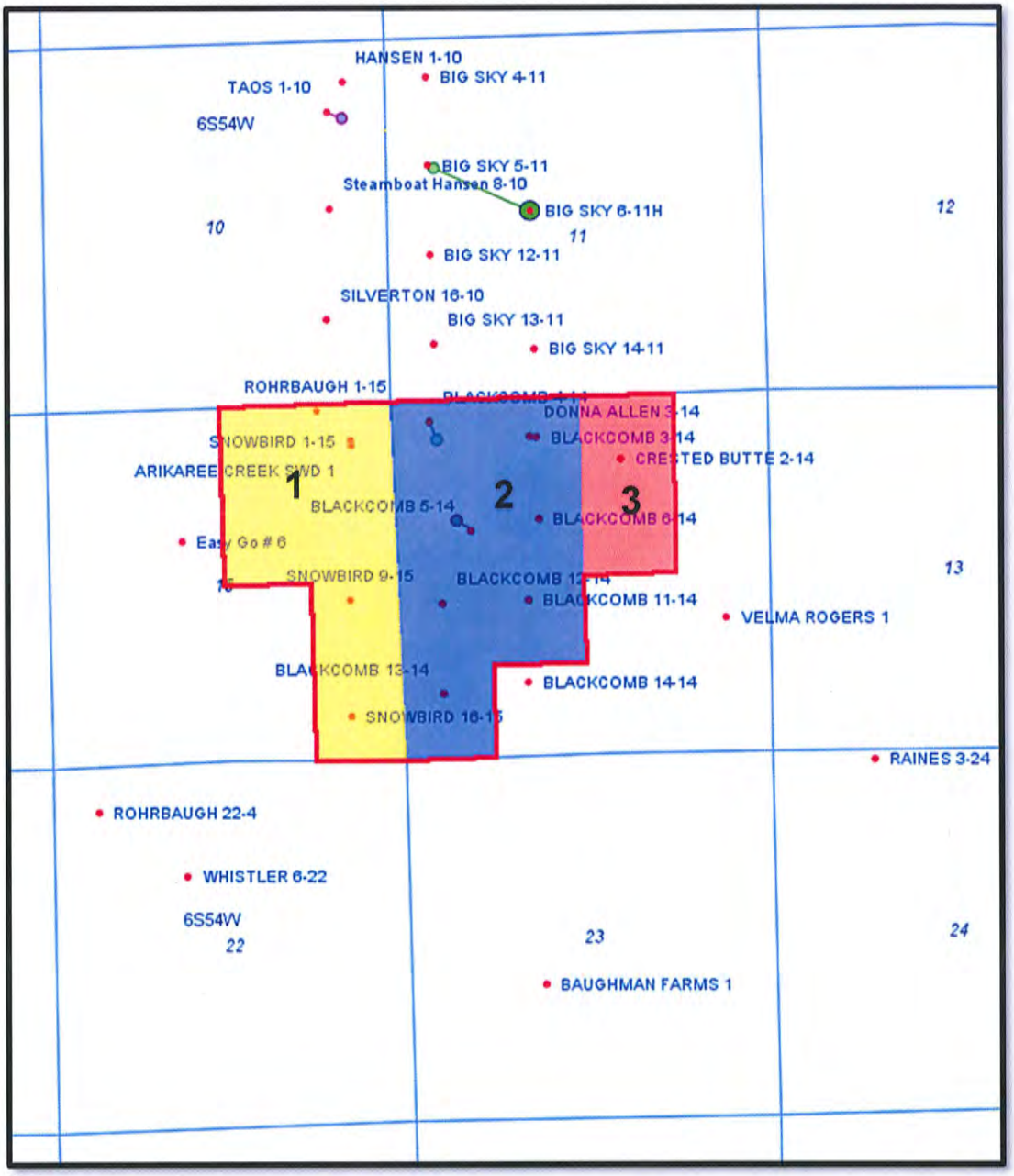


EXHIBIT A-2
SCHEDULE OF TRACTS AND TRACT PARTICIPATION – PHASE 2

wd

Tract	Participation Factor	Description
1	42.245221%	Sec 15-T6S-R54W6PM: NE¼, E½SE¼
2	43.384195%	Sec 14-T6S-R54W6PM: NW¼, N½SW¼, SW¼SW¼
3	14.370584%	Sec 14-T6S-R54W6PM: W½NE¼
TOTAL	100.000000%	

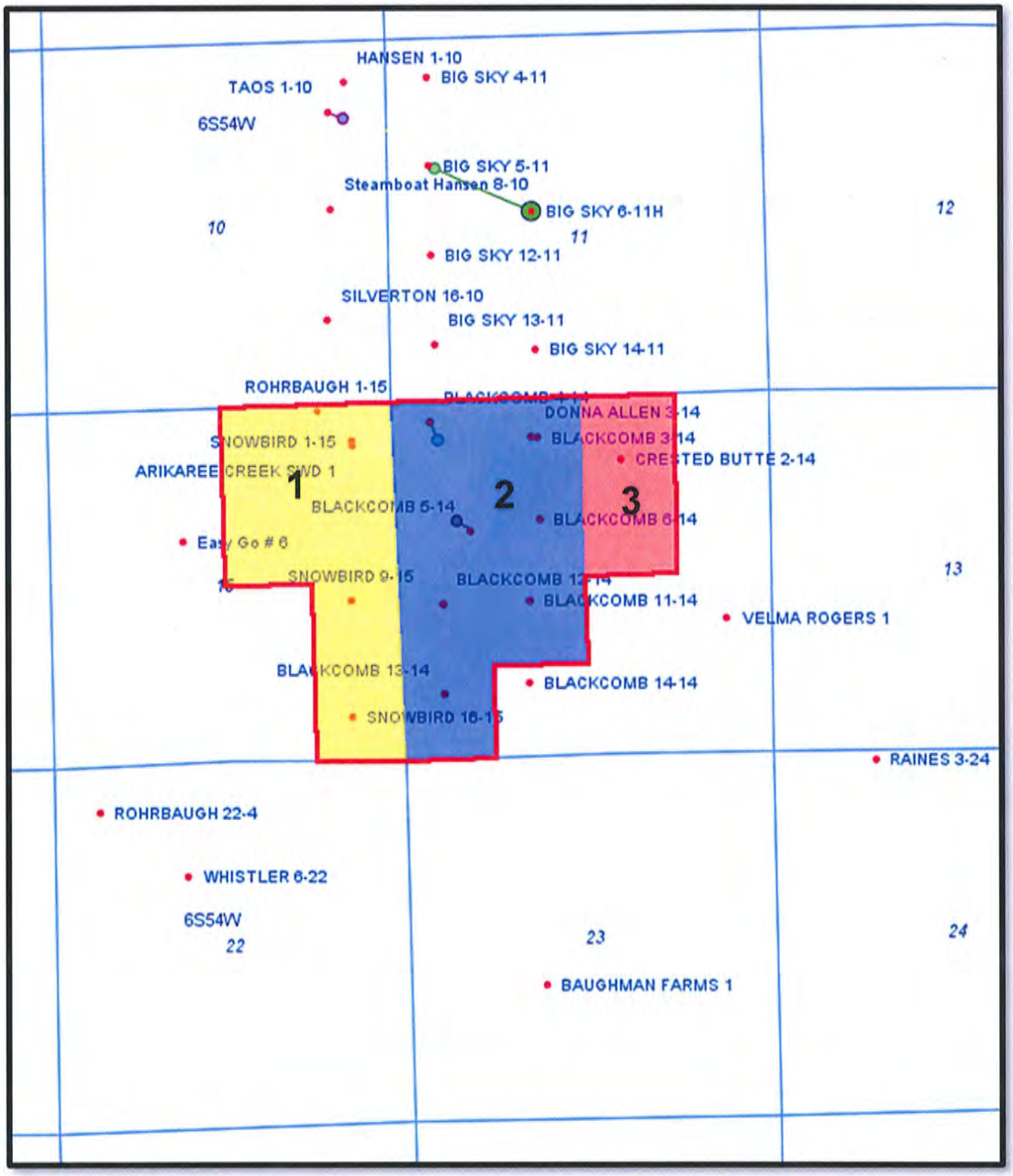


EXHIBIT B
PLAT OF UNIT AREA

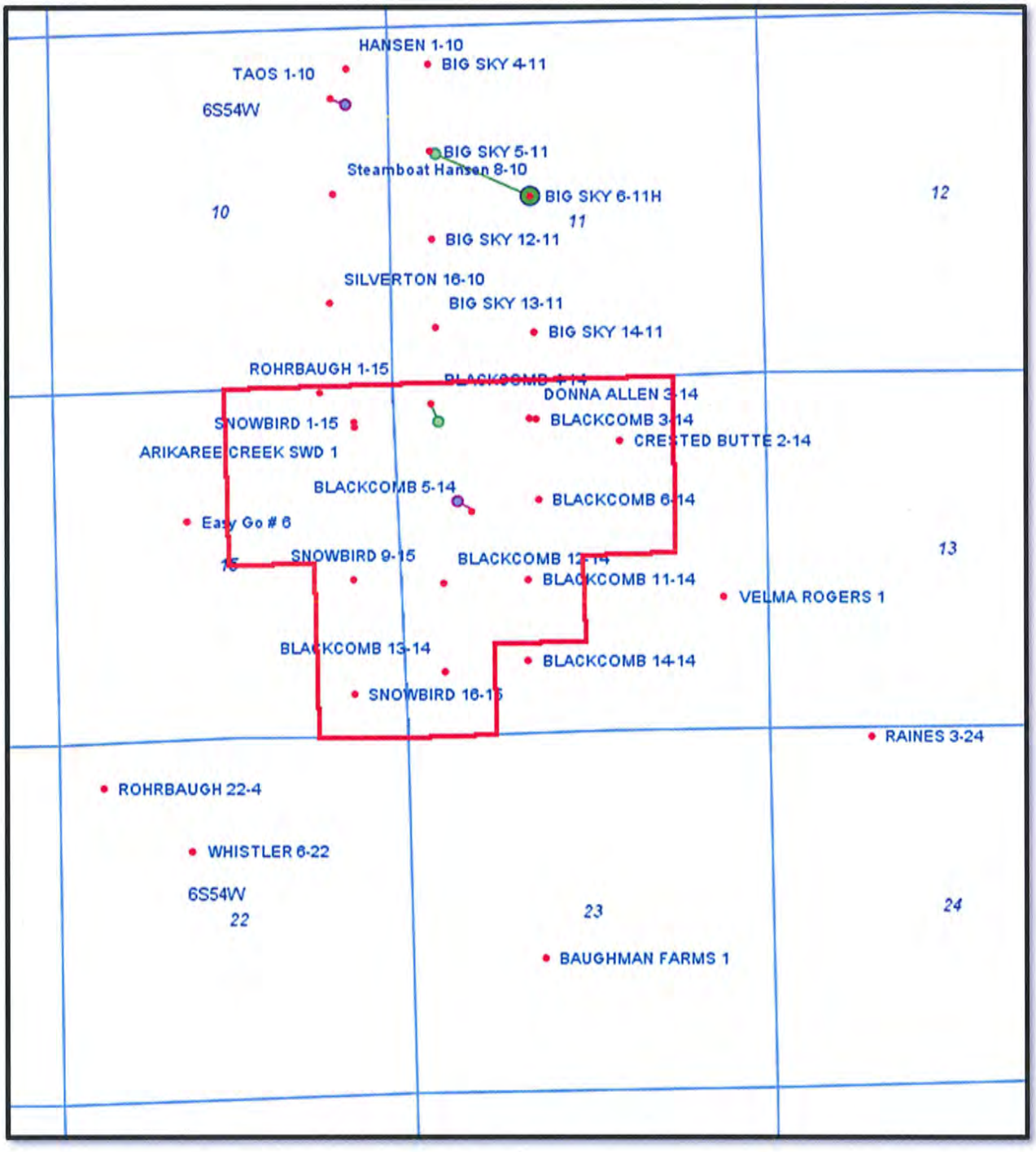


EXHIBIT C-1
ARIKAREE CREEK SPERGEN UNIT, LINCOLN COUNTY, COLORADO
UNIT PARTICIPATION WORKSHEET – PHASE 1

PROPOSED TWO PHASE EQUITY FORMULA

Tract Parameter Summary

Tract Number	Surface Acres	Usable Wellbores	Current Oil Rate 6/2015	Remaining Primary	Original Oil in Place
1	40.000000%	40.000000%	13.770583%	19.681849%	42.806527%
2	46.666667%	60.000000%	86.229417%	80.318151%	40.896910%
3	13.333333%	0.000000%	0.000000%	0.000000%	16.296564%
TOTAL	100.000000%	100.000000%	100.000000%	100.000000%	100.000000%

TO

Phase 1

Equity Allocation: **5%** **5%** **45%** **45%** **0%**

Tract Number	Surface Acres	Usable Wellbores	Current Oil Rate 6/2015	Remaining Primary	Original Oil in Place	**Phase 1 Unit Tract Participation**
1	2.000000%	2.000000%	6.196762%	8.856832%	0.000000%	**19.053594%**
2	2.333333%	3.000000%	38.803238%	36.143168%	0.000000%	**80.279739%**
3	0.666667%	0.000000%	0.000000%	0.000000%	0.000000%	**0.666667%**
TOTAL	5.000000%	5.000000%	45.000000%	45.000000%	0.000000%	**100.000000%**

EXHIBIT C-2
ARIKAREE CREEK SPERGEN UNIT, LINCOLN COUNTY, COLORADO
UNIT PARTICIPATION WORKSHEET – PHASE 2

PROPOSED TWO PHASE EQUITY FORMULA

Tract Parameter Summary

Tract Number	Surface Acres	Usable Wellbores	Current Oil Rate 6/2015	Remaining Primary	Original Oil in Place
1	40.000000%	40.000000%	13.770583%	19.681849%	42.806527%
2	46.666667%	60.000000%	86.229417%	80.318151%	40.896910%
3	13.333333%	0.000000%	0.000000%	0.000000%	16.296564%
TOTAL	100.000000%	100.000000%	100.000000%	100.000000%	100.000000%

TO

Phase 2

Equity Allocation: **10%** **10%** **0%** **0%** **80%**

Tract Number	Surface Acres	Usable Wellbores	Current Oil Rate 6/2015	Remaining Primary	Original Oil in Place	**Phase 1 Unit Tract Participation**
1	4.000000%	4.000000%	0.000000%	0.000000%	34.245221%	**42.245221%**
2	4.666667%	6.000000%	0.000000%	0.000000%	32.717528%	**43.384195%**
3	1.333333%	0.000000%	0.000000%	0.000000%	13.037251%	**14.370584%**
TOTAL	10.000000%	10.000000%	0.000000%	0.000000%	80.000000%	**100.000000%**

EXHIBIT F
OWNERS IN ORIGINAL UNIT AREA AND WITHIN ½ MILE OF PILOT UNIT AREA

CoBank, FCB, successor to U.S. AgBank, FCB
Minerals Department
245 N. Waco
Wichita, KS 67202

Marion and Muriel, individually and as General Partners of Marion J. and Muriel E. Raines Ltd. LLLP
333 Post Oak Circle
Franktown, CO 80116

MBA Arkansas, LLC
4001 S. Galloway Dr.
Memphis, TN 38111

The C-H-M Company, aka C.H.H. Company A Colorado Corporation
10773 West Marlow Place
Littleton, CO 80127

Donald L. Knutson and Della M. Knutson, individually and as Co-Trustees of the Donald L. Knutson Trust and as Co-Trustees of the Della M. Knutson Trust
32180 County Road 35
Genoa, CO 80818

JoElla M. Winterberg
50500 State Highway 40/287
Limon, CO 80828

Douglas Richard Winterberg
20681 Co. Rd. 3E
Limon, CO 80828

Katherine Rais
Katherine A. Rais Living Trust
Katherine Rais Exempt Trust
P.O. Box 1212
Gunnison, CO 81230

Sidney G. and Penni J. Raines Living Trust dated September 17, 2004
333 Post Oak Circle
Franktown, CO 80116

James A. Evans
5918 Lasso Place
Parker, CO 80134

Julie Ann Sullivan
50096 Co. Rd. 86
Limon, CO 80828

Amy Sue Perry
48527 Co. Rd. 98
Limon, CO 80828

Cheryl Lynn Whipple
350 Webster Avenue
Burlington, CO 80807

Cindy Jo Rogers
30903 Upper Bear Creek Road
Evergreen, CO 80439

Rohrbaugh Interests, LLLP
29640 County Road 3U
Genoa, CO 80818

Prairie Minerals, LTD
4925 Greenville Ave.
Suite 714
Dallas, TX 75206

CO State Board of Land Commissioners
1127 Sherman St.
Denver, CO 80203

Christy Hansen Cook
Frederick A. Cook
55151 Co. Rd. 33
Genoa, CO 80818

Over the Hill Land Services, LLC
10601 W. 79th Place
Arvada, CO 80005

B/S Production Company
P.O. Box 746507
Arvada, CO 80006-6507

Nighthawk Production LLC
1805 Shea Center Drive
Suite 290
Highlands Ranch, CO 80129

Steven A. Tedesco
16482 E. Berry Place
Centennial, CO 80015

Dorothy Peet Bankerd Trust
114 Knibbe Avenue
San Antonio, TX 78209

Wallis Elizabeth Thon
Wallis Elizabeth Thon Exempt Trust
Paige Thon, Trustee
1598 Rembrant Drive
Clarksville, TN 37040

Wiepking-Fullerton Energy, LLC
4600 S. Downing St.
Englewood, CO 80113

American Patriot Oil and Gas, Inc.
1601 Blake Street, Suite 300
Denver, CO 80202

EXHIBIT G
RULE 403 AFFIDAVIT (OWNERS WITHIN ¼ MILE OF INJECTION WELLS)

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

IN THE MATTER OF THE APPLICATION OF NIGHTHAWK PRODUCTION, LLC FOR AN ORDER DETERMINING THAT THE CONDITIONS OF ORDER NO. 556-1 HAVE BEEN SATISFIED, WHICH ORDER ESTABLISHED THE ARIKAREE CREEK STATE UNIT FOR ENHANCED RECOVERY FROM SPERGEN FORMATION FOR CERTAIN DESCRIBED LANDS IN THE ARIKAREE CREEK FIELD, LINCOLN COUNTY, COLORADO

Cause No. _____

Docket No. _____

RULE 403 AFFIDAVIT

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

James P. Parrot of lawful age, and being first duly sworn upon his oath, states and declares:

That he is the attorney for Nighthawk Production, LLC, that on or before April 28, 2016, he caused a copy of the attached Application to be deposited in the United States Mail, postage prepaid, addressed to the parties listed on Exhibit 1 hereto.

James P. Parrot

Witness my hand and official seal.

My commission expires: 11/20/2017

Notary Public

ANGELA V. TRIBOLET
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20134073018
COMMISSION EXPIRES NOVEMBER 20, 2017

EXHIBIT 1
RULE 403 LIST OF PARTIES RECEIVING APPLICATION

Rohrbaugh Interests, LLLP (Surf. and RI)
29640 County Road 3U
Genoa, CO 80818

JoElla M. Winterberg (RI)
50500 State Highway 40/287
Limon, CO 80828

Julie Ann Sullivan (RI)
50096 Co. Rd. 86
Limon, CO 80828

Douglas Richard Winterberg (RI)
20681 Co. Rd. 3E
Limon, CO 80828

Amy Sue Perry (RI)
48527 Co. Rd. 98
Limon, CO 80828

Cheryl Lynn Whipple (Surf. and RI)
350 Webster Avenue
Burlington, CO 80807

Cindy Jo Rogers (RI)
30903 Upper Bear Creek Road
Evergreen, CO 80439

Nighthawk Production, LLC (WI, ORRI)
1805 Shea Center Drive, Suite 290
Highlands Ranch, CO 80129

Over the Hill Land Services, LLC (ORRI)
10601 W. 79th Place
Arvada, CO 80005

Steven A. Tedesco (ORRI)
16482 E. Berry Place
Centennial, CO 80015

James A. Evans (ORRI)
5918 Lasso Place
Parker, CO 80134

CO State of Board of Land Commissioners (RI)
1127 Sherman St.
Denver, CO 80203

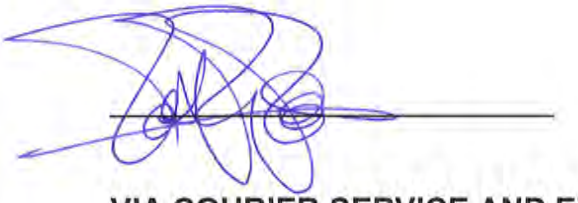
Christy Hansen Cook & Frederick A. Cook (Surf.)
55151 Co. Rd. 33
Genoa, CO 80818

Sidney G. and Penni J. Raines Living Trust dated September 17, 2004 (Surf.)
333 Post Oak Circle
Franktown, CO 80116

American Patriot Oil & Gas Inc. (WI)
1601 Blake St., Suite 300
Denver, CO 80202

CERTIFICATE OF SERVICE

I hereby certify that on April 28, 2016, Beatty and Wozniak, P.C. caused Nighthawk Production, LLC's Amended Application to be mailed to all persons entitled to notice pursuant to Rule 507.b.(3), by first class postage pre-paid in Docket No. 160600242.



Original and two copies:

VIA COURIER SERVICE AND EMAIL

Julie Murphy
Hearings and Regulatory Affairs Manager
Docket No. 1511000667
Colorado Oil and Gas Conservation Commission
1120 Lincoln Street, Suite 801
Denver, CO 80203
Julie.murphy@state.co.us

Electronic copy to the COGCC:

dnr_hearingapplications@state.co.us

And hard copy sent to:

CoBank, FCB, successor to U.S. AgBank, FCB
Minerals Department
245 N. Waco
Wichita, KS 67202

James A. Evans
5918 Lasso Place
Parker, CO 80134

Marion and Muriel, individually and as General Partners of Marion J. and Muriel E. Raines Ltd. LLLP
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Wallis Elizabeth Thon
Wallis Elizabeth Thon Exempt Trust
Paige Thon, Trustee
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Clarksville, TN 37040

Wiepking-Fullerton Energy, LLC
4600 S. Downing St.
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1601 Blake Street, Suite 300
Denver, CO 80202