

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

IN THE MATTER OF THE APPLICATION OF)	CAUSE NO.
FOUNDATION ENERGY MANAGEMENT, LLC FOR)	
UNITIZATION OF THE "D" SAND FORMATION IN)	DOCKET NO. 1507
THE GREASEWOOD "NORTH" FIELD, COVERING)	
LANDS IN SECTIONS 14 AND 23, TOWNSHIP 6)	TYPE: UNIT
NORTH, RANGE 61 WEST, 6TH P.M., WELD)	
COUNTY, COLORADO)	

APPLICATION

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"), by and through its attorneys, Welborn Sullivan Meck & Tooley, P.C., respectfully submit this Application to the Oil and Gas Conservation Commission of the State of Colorado ("Commission") for an order establishing a unit and approving unitization and unitized operation of the "D" Sand formation in the Greasewood Field 32300 and Greasewood South Field 32700 and establish a new sub-field entitled Greasewood North Field. In support of this Application, Applicant states as follows:

1. Applicant owns leasehold interests in the following lands ("Application Lands"):

Township 6 North, Range 61 West, 6th P.M.

Section 14: SE $\frac{1}{4}$ SW $\frac{1}{4}$, SW $\frac{1}{4}$ SE $\frac{1}{4}$

Section 23: NW $\frac{1}{4}$, NE $\frac{1}{4}$, NW $\frac{1}{4}$ SE $\frac{1}{4}$

2. Applicant proposes to unitize the Cretaceous "D" Sand formation in the Application Lands. The Cretaceous "D" Sand formation is defined as the stratigraphic interval located between a depth of 6,711' feet below the surface and a depth of 6,731' below the surface as shown on the dual induction log run on the Behring 23-7 well (API No. 05-123-21830) on June 28, 2004 and located in the SW $\frac{1}{4}$ NE $\frac{1}{4}$ of Section 23, Township 6 North, Range 61 West, 6th P.M., Weld County, Colorado ("Unitized Formation").

3. Applicant further proposes the Commission establish a new field name, being the Greasewood North Field. Within the Application Lands the Behring 23-7 well is considered by the Commission as part of the Greasewood South Field 32700,

while the Babb 14-14 well (API No. 05-123-22254) and Kettl 23-3 well (API No. 05-123-21025) are considered by the Commission as part of the Greasewood Field 32300. Based on Applicant's information and belief, the Behring, Babb and Kettl wells demonstrate pressure communication, which indicates a consistency in a pool or field. Drill stem tests conducted when the wells were drilled and more recent fluid level observations substantiate the pressure communication between the three wells. Applicant proposes that for the purposes of the Application Lands, the field be referred to as the Greasewood North Field.

4. Exhibit A to this application includes a plat of the lands near the Application Lands, identifying all existing wells, dry holes and abandoned wells located in the Application Lands. Exhibit A also identifies the proposed injection well. To Applicant's knowledge, there are no wells within one-quarter ($\frac{1}{4}$) mile of the proposed injection well requiring remedial action.

5. Existing wells currently produce oil and gas from the "D" Sand formation in and near the Application Lands. The proposed unit area has been defined by drilling and production operations to be productive of oil and gas. Based upon current geological and engineering data, a waterflood operation is necessary to increase the ultimate recovery of oil and gas and is expected to significantly increase the amount of oil recovered from the "D" Sand formation in the Application Lands. The value of the estimated additional oil and gas recovered exceeds the estimated additional costs incident to conducting such operations.

6. Applicant estimates that about 19% of the original oil in place has been recovered to date from the Unitized Formation. Applicant plans to inject 500 to 1,000 barrels of water per day per well into the Unitized Formation through the existing Babb 14-14 well. The water source will be from the Unitized Formation and will include produced water currently being disposed of at an offsite location. Production will be obtained through existing wells which currently produce from the Unitized Formation. Depending upon results from the initial injection operations, additional injection wells may be used and new wells may be drilled to more fully develop the unitized formation.

7. The proposed unit agreement prepared by Applicant is attached as Exhibit B to this Application. Applicant believes the terms of the proposed unit agreement, including the proposed allocation of production, are reasonable and equitable. The proposed unit agreement shall become effective upon approval by the Commission and ratification by the requisite number of working interest and royalty owners.

8. The proposed unit operating agreement prepared by Applicant is attached as Exhibit C to this Application. The terms include (1) provision for credits and charges to be made in the adjustment among the owners in the unit area for their investments in equipment and materials contributed to unit operations, (2) provisions allocating costs, including capital investments and costs attributable to owners who do not pay their share of costs, (3) provisions allowing for carrying or financing any person who fails to pay its share of unit expenses, and (4) provisions allowing for the supervision and conduct of unit operations and allowing each owner a vote in such operations in proportion to the percentage of costs chargeable to that owner. Applicant believes the terms of the proposed unit operating agreement are reasonable and equitable. The proposed operating agreement shall become effective upon approval by the Commission.

9. The only formation from which wells involved in this application are producing is the Unitized Formation. The only formation which will receive fluids to be injected is the Unitized Formation. The Unitized Formation is a Cretaceous sandstone formation with a maximum thickness of approximately twenty feet (20') and found at a depth of 6,710 feet in the Application Lands. The formations which are capable of limiting movement of fluids out of the Unitized Formation are the Graneros formation, which overlies the Unitized Formation, and the Huntsman formation, which underlies the Unitized Formation. The Graneros formation is a Cretaceous shale with a thickness of approximately 70 feet and found at a depth of 6640 feet in the Application Lands. The Hunstman formation is a Cretaceous shale with a thickness of approximately 50 feet and found at a depth of 6,735 feet in the Application Lands.

10. 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 feet in this area. Because these deposits are separated from the Unitized Formation by multiple formations known to be sealing formations, Applicant does not anticipate that underground sources of drinking water will be affected by the proposed unit operations.

11. Exhibit D is a resistivity log of the Babb 14-14 well which is a proposed injection well, run from the bottom of the surface casing to total depth of that well. Exhibit E contains a description of the casing of the Babb 14-14 well and a schematic drawing of surface and subsurface construction details, together with a description of the cement jobs completed on the wells.

12. Applicant intends to workover the Babb 14-14 well by pulling the rods and tubing, and running back in with a packer on the tubing to be set at a depth of

6710' being above the perforated interval to prepare the well for injection. Upon evaluation of the wells injectivity, Applicant will consider acidization, or other methods to improve injectivity, if deemed necessary.

13. This project proposes to inject fluid into the "D Sand" formation using the Babb 14-14 well located in the SW $\frac{1}{4}$ NE $\frac{1}{4}$ of Section 23, Township 6 North, Range 61 West, 6th P.M., Weld County, Colorado. Because the proposed unit injection well is not currently permitted for injection into the D Sand formation, an additional Form 33 "Injection Well Permit Application" will be required. The proposed injection well is constructed with 8 5/8" surface casing set below all usable aquifers and 5 1/2" production casing set through the D Sand formation and cemented above the injection interval. The attached wellbore diagram (Exhibit E) shows the current wellbore construction and the proposed changes to the wellbore configuration.

14. Initially, all fluid injected will be water produced from the D Sand or J Sand formations from various wells operated by Applicant in surrounding fields within Weld County, Colorado. A Form 26 shall be submitted to the Commission for any such well which Applicant intends to use as source water within the Application Lands. Currently, this volume is approximately 100BWPD. Should Applicant desire to obtain additional source water, it will likely obtain such water by reentering certain abandoned wells within the Application Lands and completing them in the J Sand interval to obtain such additional source water. The quality of the water in the D Sand formation ranges from 2,291 to 5,400 ppm of total dissolved solids and the quality of water in the J Sand formation ranges from 8,900 to 9,200 ppm of total dissolved solids based on water quality analyses conducted by Applicant. The fracture gradient for these wells was assumed to be .75 psi per foot when they were originally permitted and Applicant is not requesting a change to this pressure limitation.

15. Based upon review of the records of the Clerk of Weld County, Exhibit F to this Application contains the names and addresses of all persons who own any interest in the mineral estate underlying the Application Lands, and Exhibit G to this Application contains the names and addresses of all owners within one-half ($\frac{1}{2}$) mile of the Application Lands.

16. Based upon review of the records of the Clerk of Weld County, Exhibit H to this Application contains the names and addresses of all surface owners, mineral interest owners and working interest owners owning interests within one-quarter ($\frac{1}{4}$) mile of the Application Lands

17. No later than seven days after this Application is filed, Applicant shall submit to the Commission a certificate of service demonstrating that it has served a copy of this Application via United States mail, first class postage prepaid, on those persons listed in Exhibits F, G and H, and at the same time Applicant shall submit to the Commission on compatible electronic media a list of all persons entitled to notice pursuant to these rules.


18. Applicant believes approval of this Application by the Commission would be in the public interest and will prevent or assist in preventing waste, protect correlative rights and increase the ultimate recovery of oil and gas in accordance with the purpose and intent of the Colorado Oil and Gas Conservation Act.

19. If it has not already been so designated, Applicant intends to file an aquifer exemption application for the "D" Sand formation in connection with the proposed operations described in this Application.

WHEREFORE, Applicant respectfully requests this matter be set for hearing, that notice be given as required by law and that upon such hearing this Commission enter its order consistent with Applicant's proposals as set forth above.

Dated this 22nd day of May, 2015.

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

By: 
Chelsey J. Russell
Joseph C. Pierzchala
Attorneys for Applicant
1125 17th Street, Suite 2200
Denver, CO 80202
303-830-2500

Applicant Addresses:

For notices pursuant to this application:

Foundation Energy Management, LLC
1801 Broadway, Suite 1500
Denver, CO 80202
Attn: Scott Ryan

Official addresses of record:

Foundation Energy Fund III-B Holding,
LLC
16000 Dallas Parkway, Suite 875
Dallas, TX 75248

Foundation Energy Fund III-A, L.P.
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-A, L.P.
16000 Dallas Parkway, Suite 875
Dallas, TX 75248

VERIFICATION

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

Scott Ryan, Landman with Foundation Energy Management, L.L.C., 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.

FOUNDATION ENERGY
MANAGEMENT, L.L.C.



Scott Ryan, Landman

Subscribed and sworn to before me this 22nd day of May, 2015 by Scott Ryan, Landman for Foundation Energy Management, L.L.C.

Witness my hand and official seal.



Notary Public
My Commission Expires: 5-31-17



Exhibit A to Greasewood
North Unit Application

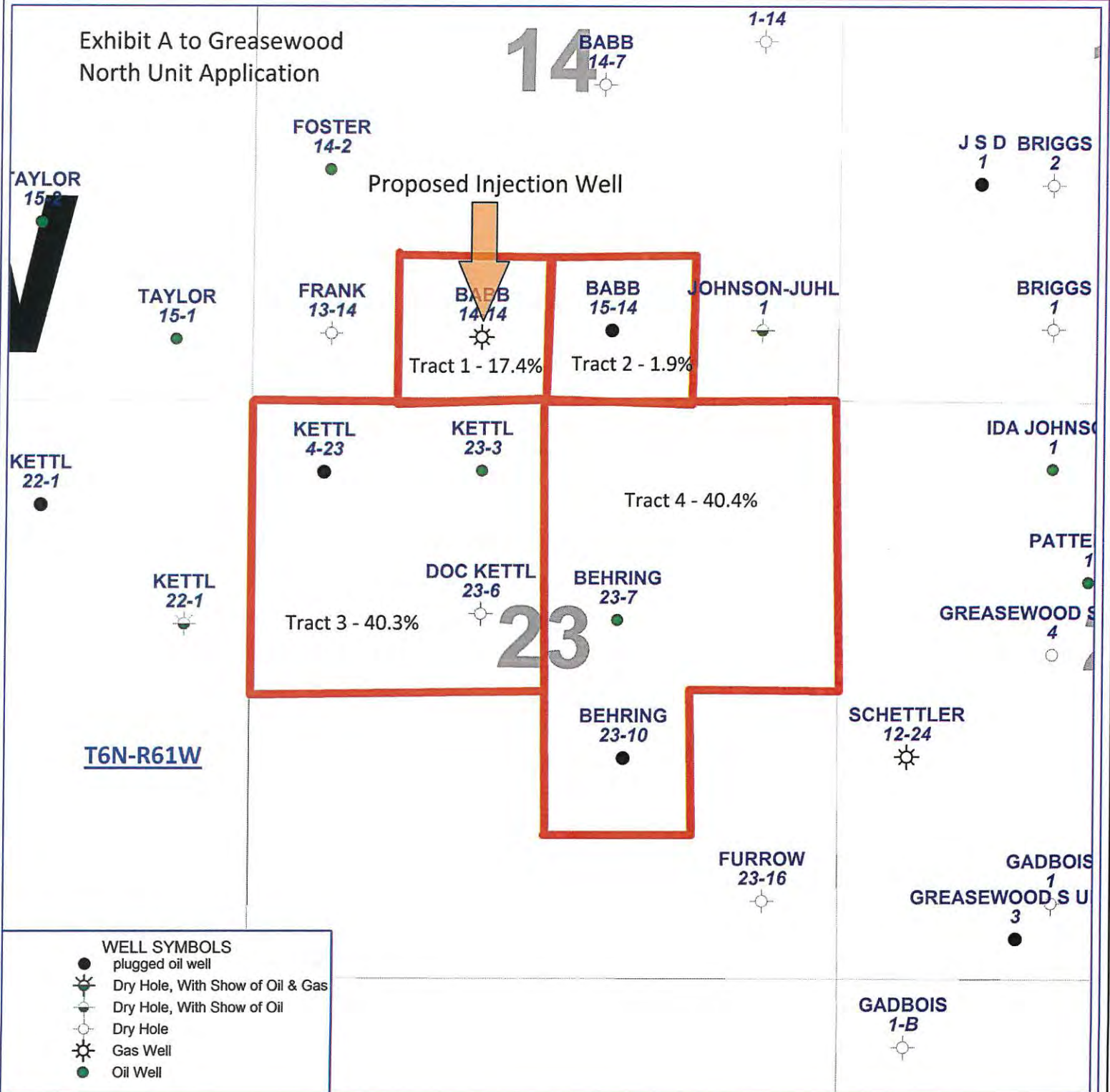


EXHIBIT B

UNIT AGREEMENT
FOR THE DEVELOPMENT AND OPERATION
OF THE
GREASEWOOD NORTH FIELD
WELD COUNTY, COLORADO

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Exhibit A – Description and plat of Unit Area

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

UNIT AGREEMENT
FOR THE DEVELOPMENT AND OPERATION
OF THE
GREASEWOOD FIELD
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 GREASEWOOD Field 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

1 formation. The Cretaceous "D" Sand formation is defined as the stratigraphic interval
2 located between a depth of 6,711 feet below the surface and a depth of 6,731' feet below
3 the surface as shown on the electric log run on the Behring 23-7 well on June 28, 2004
4 and located in the SW/4NE/4 of Section 23, Township 6 North, Range 61 West, 6th P.M.,
5 Weld County, Colorado. "Unitized Substances" shall include all oil and gas in the Unitized
6 Formation or produced from the Unitized Formation.

7
8 **3. UNIT AREA.** The Unit Area described in Exhibit A to this Agreement is
9 designated and recognized as constituting the Unit Area, containing 440 acres, more or
10 less. The Unit Area shall when practicable be expanded to include additional lands or
11 shall be contracted to exclude lands whenever such expansion or contraction is deemed
12 to be necessary or advisable to conform with the purposes of this Agreement.

13
14 Exhibit A shows the boundary of the Unit Area, the boundaries and identity of tracts
15 and leases in the Unit Area. Exhibit B tabulates, to the best of the Parties' knowledge, the
16 acreage, percentage, and ownership of oil and gas interests in all lands in the Unit Area.
17 Exhibits A and B shall be revised whenever changes in the Unit Area or in the ownership
18 interests in the individual tracts render such revision necessary.

19
20 **4. AMENDMENT OF UNIT AREA.** An order providing for unit operations may be
21 amended by an order made by the Commission in the same manner and subject to the
22 same conditions as the original order providing for unit operations; but if such an
23 amendment affects only the rights and interests of the persons who have the right to drill
24 into and produce from the Unitized Formation ("Owners"), the approval of the amendment
25 by the owners of royalty, overriding royalty, production payment and other such interest
26 which is free of costs shall not be required. No such order of amendment shall change the
27 percentage for the allocation of oil and gas as established for any separately owned tract
28 by the original order, except with the consent of all persons owning oil and gas rights in
29 such tract.

30
31 **5. UNIT OPERATOR.** Foundation Energy Management, LLC is designated as Unit
32 Operator and by signature hereto as Unit Operator agrees and consents to accept the
33 duties and obligations of Unit Operator for the development and production of Unitized
34 Substances as herein provided. Whenever reference is made herein to the Unit Operator,
35 such reference means the Unit Operator acting in that capacity and not as an owner of
36 interest in Unitized Substances, and the term "working interest owner" when used herein
37 shall include or refer to Unit Operator as the owner of a working interest only when such
38 an interest is owned by it.

39
40 **6. RIGHTS AND OBLIGATIONS OF UNIT OPERATOR.** Except as otherwise
41 specifically provided herein, the exclusive right, privilege, and duty of exercising any and
42 all rights of the Parties which are necessary or convenient for prospecting for, producing,
43 storing, allocating, and distributing the Unitized Substances are hereby delegated to and
44 shall be exercised by the Unit Operator as herein provided. Acceptable evidence of title to
45 said rights shall be deposited with Unit Operator and, together with this Agreement, shall
46 constitute and define the rights, privileges, and obligations of Unit Operator. Nothing

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

5
6 **7. RESIGNATION OR REMOVAL OF UNIT OPERATOR.** Unit Operator shall have
7 the right to resign at any time, but such resignation shall not become effective so as to
8 release Unit Operator from the duties and obligations of Unit Operator and terminate Unit
9 Operator's rights as such for a period of 3 months after notice of intention to resign has
10 been served by Unit Operator on all working interest owners and until all wells then drilled
11 hereunder are placed in a satisfactory condition for suspension or abandonment, unless a
12 new Unit Operator shall have been selected and approved and shall have taken over and
13 assumed the duties and obligations of Unit Operator prior to the expiration of said period.
14 Resignation of Unit Operator shall not release Unit Operator from any liability for any
15 default by it hereunder occurring prior to the effective date of its resignation.

16
17 The Unit Operator may be removed only for gross negligence or willful misconduct
18 in the performance of its duties or obligations hereunder. If the Unit Operator owns 80%
19 or more of the working interest in the unit, then a unanimous vote of all other working
20 interest owners shall be required to remove the Unit Operator. If the Unit Operator owns
21 less than 80% of the working interest in the unit, it may be removed by the same
22 percentage vote of the working interest owners as herein provided for the selection of a
23 new Unit Operator, provided further, however, that at least two working interest owners
24 vote to remove the Unit Operator.

25
26 The resignation or removal of Unit Operator under this Agreement shall not
27 terminate its right, title or interest as owner of a working interest or other interest in
28 Unitized Substances, but upon resignation or removal of Unit Operator becoming effective,
29 such Unit Operator shall deliver possession of all wells, equipment, materials, and
30 appurtenances used in conducting the unit operations to the new duly qualified successor
31 Unit Operator or to a common agent, if no such new Unit Operator is selected, to be used
32 for the purpose of conducting unit operations hereunder. Nothing herein shall be
33 construed as authorizing removal of any material, equipment, or appurtenances needed
34 for the preservation of any wells.

35
36 **8. SUCCESSOR UNIT OPERATOR.** Whenever Unit Operator shall tender its
37 resignation as Unit Operator or shall be removed as provided in this Agreement, or a
38 change of Unit Operator is negotiated by the working interest owners, the owners of the
39 working interests shall, pursuant to terms of the Unit Operating Agreement, select a
40 successor Unit Operator.

41
42 **9. ACCOUNTING PROVISIONS AND UNIT OPERATING AGREEMENT.** Costs
43 and expenses incurred by Unit Operator in conducting unit operations hereunder shall be
44 paid and apportioned among and borne by the working interest owners, all in accordance
45 with the agreement or agreements entered into by and between the Unit Operator and the
46 working interest owners. Any agreement or agreements entered into between the working

1 interest owners and the Unit Operator as provided in this section, whether one or more,
2 are herein referred to as the "Unit Operating Agreement." Such Unit Operating Agreement
3 shall also provide the manner in which the working interest owners shall be entitled to
4 receive their respective proportionate and allocated share of the benefits accruing hereto
5 in conformity with their underlying operating agreements, leases, or other independent
6 contracts, and such other rights and obligations as between Unit Operator and the working
7 interest owners as may be agreed upon by Unit Operator and the working interest owners;
8 however, no such Unit Operating Agreement shall be deemed either to modify any of the
9 terms and conditions of this Agreement or to relieve the Unit Operator of any right or
10 obligation established under this Agreement, and in case of any inconsistency or conflict
11 between this Agreement and the Unit Operating Agreement, this Agreement shall govern.
12

13 **10. PLAN OF FURTHER DEVELOPMENT AND OPERATION.** Within 6 months
14 after the effective date of this Agreement, Unit Operator shall submit for the approval of
15 the working interest owners a plan of development and operation for the unitized land
16 which, when approved by the owners of the working interests, shall constitute the further
17 drilling and development obligations of the Unit Operator under this Agreement for the
18 period specified therein. Thereafter, from time to time before the expiration of any existing
19 plan, the Unit Operator shall submit for the approval of the owners of the working interests
20 a plan for an additional specified period for the development and operation of the unitized
21 land.
22

23 **11. TRACT PARTICIPATION.** The Tract Participation for each tract in the Unit
24 Area is shown in Exhibit B and has been determined on the following basis:
25

26	Tract acreage within the Unit Area	10%
27	Hydrocarbon Pore Volume (HCPV)	15%
28	Remaining Primary Oil	37.5%
29	Remaining Primary Gas	37.5%

30

31 No amendment shall change the percentage for the allocation of oil and gas as
32 established for any separately owned tract by the original order, except with the consent of
33 all persons owning oil and gas rights in such tract, or change the percentage for the
34 allocation of cost as established for any separately owned tract by the original order,
35 except with the consent of all Owners in such tract.
36

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

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

10
11 Unit Operator may use or consume Unitized Substances for unit operations,
12 including but not limited to injections into the Unitized Formation. No royalty, overriding
13 royalty or other payments shall be payable on account of Unitized Substances used, lost
14 or consumed in Unit Operations.

15
16 **13. TAKING UNITIZED SUBSTANCES IN KIND.** The Unitized Substances
17 allocated to each tract shall be delivered in kind to the respective oil and gas interest
18 owners entitled thereto. Such owners shall have the right to construct, maintain and
19 operate within the Unit Area all necessary facilities for that purpose, provided they are
20 constructed, maintained and operated at the sole cost and risk of such owner and do not
21 interfere with unit operations. Any extra expenditure incurred by Unit Operator by reason
22 of the delivery in kind of any portion of Unitized Substances shall be borne by the owners
23 of such portion. If a Royalty Owner has the right to take in kind a share of Unitized
24 Substances and fails to do so, the working interest owner whose working interest is
25 subject to such royalty interest shall be entitled to take in kind such share of Unitized
26 Substances. Any oil and gas interest owner receiving in kind or separately disposing of all
27 or part of the Unitized Substances shall be responsible for payment of all royalties,
28 overriding royalties, production payments and all other payments chargeable against or
29 payable out of such Unitized Substances, and shall indemnify all other oil and gas interest
30 owners, including Unit Operator, against any liability for such payment.

31
32 **14. FAILURE TO TAKE IN KIND.** If any oil and gas interest owner fails to take in
33 kind or separately dispose of such owner's share of Unitized Substances, Unit Operator
34 shall have the right, but not the obligation, for the time being and subject to revocation of
35 the owner of the oil and gas interest, to sell to others such share; however, all contracts of
36 sale by Unit Operator of any other owner's share of Unitized Substances shall only be for
37 such reasonable periods of time as are consistent with the minimum needs of the industry
38 under the circumstances, but in no event shall any such contract be for a period in excess
39 of one year.

40
41 **15. RENTAL SETTLEMENT.** Unless otherwise agreed by owners of the working
42 interests, rental, shut-in royalties or minimum royalties due on leases committed hereto
43 shall be paid by the appropriate parties under existing contracts, laws, and regulations.
44 Nothing in this Agreement shall operate to relieve responsible parties from their
45 obligations for payment of any rental, shut-in royalty or minimum royalty due under their
46 leases.

1
2 **16. ALLOCATION OF PRIOR PRODUCTION.** Any merchantable oil, gas or other
3 substances produced and saved prior to the effective date of this Agreement shall remain
4 the property of the persons entitled thereto as if this Agreement did not exist. Any such
5 production not promptly removed may be sold by Unit Operator for the account of the
6 persons entitled thereto.

7
8 **17. TITLES.** Each of the Parties who, by acceptance of produced Unitized
9 Substances or proceeds thereof, may claim to own an oil and gas interest in the Unit Area,
10 shall be deemed to have warranted title to its interest by through and under itself, but not
11 otherwise, and shall indemnify and hold harmless all other Parties from any loss due to
12 failure, in whole or in part, of its title to any such interest.

13
14 **18. LEASES AND CONTRACTS CONFORMED AND EXTENDED.** The terms,
15 conditions, and provisions of all leases, subleases, and other contracts relating to
16 exploration, drilling, development, or operation for oil or gas on lands committed to this
17 Agreement are hereby expressly modified and amended to the extent necessary to make
18 the same conform to provisions hereof, but otherwise to remain in full force and effect and,
19 without limiting the generality of the foregoing, all leases, subleases, and contracts are
20 particularly modified in accordance with the following:

21
22 (a) The development and operation of lands subject to this Agreement under the
23 terms hereof shall be deemed full performance of all obligations for development and
24 operation with respect to each and every separately owned tract subject to this
25 Agreement, regardless of whether there is any development of any particular tract of this
26 Unit Area.

27
28 (b) Drilling and producing operations performed hereunder upon any tract in the
29 Unit Area shall be deemed to be performed upon and for the benefit of each and every
30 tract of unitized land, and no lease shall be deemed to expire by reason of failure to drill or
31 produce wells situated on the land therein embraced.

32
33 (c) Suspension of drilling or producing operations on all unitized lands pursuant to
34 force majeure shall be deemed to constitute such suspension pursuant to such direction
35 or consent as to each and every tract of the Unit Area.

36
37 (d) Each lease, sublease or contract relating to the exploration, drilling,
38 development, or operation for oil or gas of lands committed to this Agreement which, by its
39 terms might expire prior to the termination of this Agreement, is hereby extended beyond
40 any such term so provided therein so that it shall be continued in full force and effect for
41 and during the term of this Agreement.

42
43 **19. COVENANTS RUN WITH LAND; SUCCESSORS AND ASSIGNS.** This
44 Agreement shall extend to, be binding upon and inure to the benefit of the Parties and
45 their respective heirs, devisees, legal representatives, successors and assigns. The
46 covenants herein shall be construed to be covenants running with the land with respect to

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

8
9 **20. EFFECTIVE DATE AND TERM.** This Agreement shall become effective upon
10 a) approval by the Commission, b) ratification by those persons who will pay at least 80%
11 of the costs of the unit operations, c) ratification by those who will receive at least 80% of
12 the production or proceeds from the unit operations that will be credited to interests which
13 are free of cost, such as royalties, overriding royalties and production payments, and d)
14 entry of the Commission of an order approving unit operations.

15
16 Production from or diligent drilling or recompletion operations on unitized lands shall
17 be sufficient to continue this Agreement and the leases subject thereto for so long as
18 such production or drilling or recompletion operations are continued diligently, with not
19 more than 120 days' time elapsing between completion of one operation and
20 commencement of the next operation. However, when both production and diligent
21 operations cease, this unit agreement shall terminate.

22
23 This Agreement may be voluntarily terminated by working interest owners owning a
24 combined Unit Participation of 80% or more.

25
26 Upon termination of this Agreement, further development and operation of the
27 unitized Formation as a unit shall be abandoned and unit operations shall cease. Unit
28 Operator shall file for record in Weld County a certificate confirming this Agreement has
29 terminated and stating its termination date. Each oil and gas lease and other agreement
30 covering lands within the Unit Area shall remain in force for 120 days after the date this
31 Agreement terminates, and for such further period as is provided by the lease or other
32 agreement.

33
34 **21. NOTICES.** All notices, demands, or statements required hereunder to be given
35 or rendered to the Parties shall be in writing and shall be personally delivered to the party
36 or parties, or sent by postpaid registered or certified mail, facsimile or email to the last
37 known address of each Party.

38
39 **22. NO WAIVER OF CERTAIN RIGHTS.** Nothing contained in this Agreement
40 shall be construed as a waiver by any of the Parties of the right to assert any legal or
41 constitutional right or defense as to the validity or invalidity of any law of the State where
42 the unitized lands are located, or of the United States, or regulations issued thereunder in
43 any way affecting the Parties, or as a waiver by any of the Parties of any right beyond its
44 authority to waive.

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

10
11 **24. LOSS OF TITLE.** In the event title to any tract in the Unit Area shall fail and
12 the true owner cannot be induced to join in this Agreement, such tract shall be
13 automatically regarded as not committed hereto, and there shall be such readjustment of
14 future costs and benefits as may be required on account of the loss of such title. In the
15 event of a dispute as to title to any royalty, working interest, or other interest subject
16 thereto, payment or delivery on account thereof may be withheld in an interest-bearing
17 account until the dispute is finally settled. Unit Operator as such is relieved from any
18 responsibility for any defect or failure of any title hereunder.

19
20 **25. NON-JOINDER AND SUBSEQUENT JOINDER.** Any oil or gas interests in
21 lands within the Unit Area not committed hereto prior to final approval may thereafter be
22 committed hereto by the owner or owners thereof subscribing or consenting to this
23 Agreement, and, if the interest is a working interest, by the owner of such interest also
24 subscribing to the Unit Operating Agreement. After operations are commenced
25 hereunder, the right of subsequent joinder, as provided in this section, by a working
26 interest owner is subject to such requirements or approval(s), if any, pertaining to such
27 joinder, as may be provided for in the Unit Operating Agreement. After final approval
28 hereof, joinder by a non-working interest owner must be consented to in writing by the
29 working interest owner committed hereto and responsible for the payment of any benefits
30 that may accrue hereunder in behalf of such non-working interest. A non-working interest
31 may not be committed to this Agreement unless the corresponding working interest is
32 committed hereto. Joinder to this Agreement by a working interest owner, at any time,
33 must be accompanied by appropriate joinder to the Unit Operating Agreement, in order for
34 the interest to be regarded as committed to this Agreement.

35
36 **26. NO PARTNERSHIP.** The duties, obligations and liabilities of the Parties are
37 intended to be several and not joint or collective. This Agreement is not intended to
38 create, and shall not be construed to create, an association or trust, or to impose a
39 partnership duty, obligation or liability with regard to any one or more of the Parties.

40
41 **27. COUNTERPARTS.** This Agreement may be executed in any number of
42 counterparts, no one of which needs to be executed by all parties, or may be ratified or
43 consented to by separate instrument in writing specifically referring hereto and shall be
44 binding upon all those parties who have executed such a counterpart, ratification, or
45 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.

17

18

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: _____

1
2
3
4
5 FOUNDATION ENERGY FUND IV-A, L.P.,
6 a Delaware limited partnership
7 By: Foundation Energy Management, L.L.C.,
8 a Texas limited liability company, its Manager
9

10 By: _____
11 Joel P. Sauer, Vice President
12

13 Date: _____
14

15 FOUNDATION ENERGY MANAGEMENT, LLC
16
17

18 By: _____
19 Joel P. Sauer, Vice President
20
21

22 **ACKNOWLEDGMENTS**
23

24
25 STATE OF _____ §
26 §
27 COUNTY OF _____ §
28
29

30 This instrument was acknowledged before me on _____, 2015, by Joel P. Sauer,
31 Vice President of Foundation Energy Management, L.L.C., a Texas limited liability company, Manager of Foundation
32 Energy Fund III-B Holding, L.L.C., a Texas limited liability company, on behalf of said company.
33

34 (SEAL)
35
36
37
38
39

Notary Public, State of _____

Printed Name of Notary

My commission expires: _____

1 STATE OF _____ §
2
3 COUNTY OF _____ §
4

5
6 This instrument was acknowledged before me on _____, 2015, by Joel P. Sauer, Vice
7 President of Foundation Energy Management, L.L.C., a Texas limited liability company, Manager of Foundation Energy
8 Fund III-A, L.P., a Delaware limited partnership, on behalf of said partnership.
9

10 (SEAL)

11 _____
12 Notary Public, State of _____
13 _____
14 Printed Name of Notary
15 My commission expires: _____
16
17
18

19 STATE OF _____ §
20
21 COUNTY OF _____ §
22

23 This instrument was acknowledged before me on _____, 2015, by Joel P. Sauer,
24 Vice President of Foundation Energy Management, L.L.C., a Texas limited liability company, Manager of Foundation
25 Energy Fund IV-B Holding, L.L.C., a Texas limited liability company, on behalf of said company.
26

27 (SEAL)

28 _____
29 Notary Public, State of _____
30 _____
31 Printed Name of Notary
32 My commission expires: _____
33
34
35

36 STATE OF _____ §
37
38 COUNTY OF _____ §
39
40

41 This instrument was acknowledged before me on _____, 2015, by Joel P. Sauer, Vice
42 President of Foundation Energy Management, L.L.C., a Texas limited liability company, Manager of Foundation Energy
43 Fund IV-A, L.P., a Delaware limited partnership, on behalf of said partnership.
44

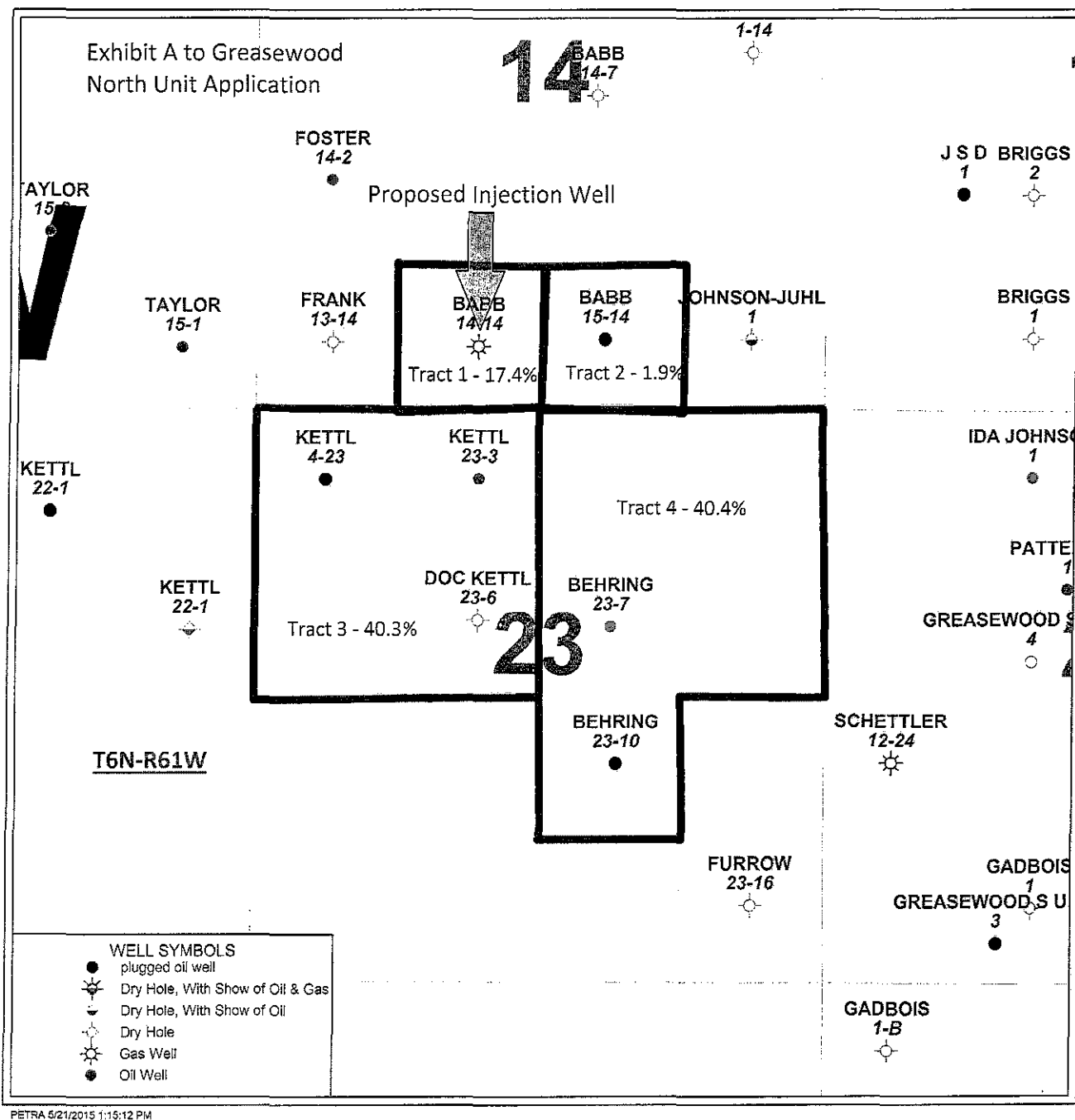
45 (SEAL)

46 _____
47 Notary Public, State of _____
48 _____
49 Printed Name of Notary
50 My commission expires: _____
51
52

EXHIBIT A
DESCRIPTION AND PLAT OF UNIT LANDS

Township 6 North, Range 61 West, 6th P.M.
 Section 14: SE $\frac{1}{4}$ SW $\frac{1}{4}$, SW $\frac{1}{4}$ SE $\frac{1}{4}$
 Section 23: NW $\frac{1}{4}$, NE $\frac{1}{4}$, NW $\frac{1}{4}$ SE $\frac{1}{4}$
 Containing 440 acres, more or less

Map of Unit area on following page.



1
2

1
2
3

EXHIBIT B TO GREASEWOOD NORTH UNIT AGREEMENT

Exhibit B
attached to Greasewood North Unit Agreement

Tract 1 - Section 14: SESW

Hydrocarbons in tract: acre feet	6.89	Acreage in tract:	40	Remaining primary oil in tract:	7,510	Remaining primary gas in tract:	74260
Hydrocarbons in unit:	211.22	Acreage in unit:	440	Remaining primary oil in unit:	54131	Remaining primary gas in unit:	256930
Percent of hydrocarbons in tract:	0.032620017	Percent of unit acreage in tract:	0.090909091	Percent of rem. Oil:	0.138737507	Percent of rem. Gas:	0.28902814

Owner	Working Interest in Tract	Tract Participation Factor	Working Interest in Unit	Net Revenue Interest in Tract	15% Allocation for Hydrocarbon Pore Volume (HCPV)	10% Allocation for Land Area	37.5% Allocation for Remaining primary oil	37.5% Allocation for Remaining primary gas	Net Revenue Interest in Unit (sum of Allocation factors)
Foundation Energy Fund III-A, L.P, et. al. (Applicant)	1.000000	0.174396	0.174396	0.820000	0.004012	0.007455	0.042662	0.088876	0.143005
Catherine S Cammon	0.000000	0.174396	0.000000	0.050000	0.000245	0.000455	0.002601	0.005419	0.008720
Gail Perrigo	0.000000	0.174396	0.000000	0.062500	0.000306	0.000568	0.003252	0.006774	0.010900
Paul N Babb	0.000000	0.174396	0.000000	0.062500	0.000306	0.000568	0.003252	0.006774	0.010900
Retha McVey	0.000000	0.174396	0.000000	0.005000	0.000024	0.000045	0.000260	0.000542	0.000872
TOTALS	1.000000		0.174396	1.000000	0.004893	0.009091	0.052027	0.108386	0.174396

Tract 2 - Section 14: SWSE

Hydrocarbons in tract:	14.02	Acreage in tract:	40	Remaining primary oil in tract:	0	Remaining primary gas in tract:	0
Hydrocarbons in unit:	211.22	Acreage in unit:	440	Remaining primary oil in unit:	54131	Remaining primary gas in unit:	256930
Percent of hydrocarbons in tract:	0.06637629	Percent of unit acreage in tract:	0.090909091	Percent of rem. oil:	0	Percent of rem. Gas:	0

Owner	Working Interest in Tract	Tract Participation Factor	Working Interest in Unit	Net Revenue Interest in Tract	15% Allocation for Hydrocarbon Pore Volume (HCPV)	10% Allocation for Land Area	37.5% Allocation for Remaining primary oil	37.5% Allocation for Remaining primary gas	Net Revenue Interest in Unit (sum of Allocation factors)
Foundation Energy Fund III-A, L.P, et. al. (Applicant)	1.000000	0.019047	0.019047	0.850000	0.008463	0.007727	0.000000	0.000000	0.016190
Gail Perrigo	0.000000	0.019047	0.000000	0.075000	0.000747	0.000682	0.000000	0.000000	0.001429
Paul N Babb	0.000000	0.019047	0.000000	0.075000	0.000747	0.000682	0.000000	0.000000	0.001429
TOTALS	1.000000		0.019047	1.000000	0.009956	0.009091	0.000000	0.000000	0.019047

Exhibit B
attached to Greasewood North Unit Agreement

Tract 3 - Section 23: NW/4

Hydrocarbons in tract:	60.27	Acreage in tract:	160	Remaining primary oil in tract:	31,990	Remaining primary gas in tract:	69830
Hydrocarbons in unit:	211.22	Acreage in unit:	440	Remaining primary oil in unit:	54131	Remaining primary gas in unit:	256930
Percent of hydrocarbons in tract:	0.285342297	Percent of unit acreage in tract:	0.363636364	Percent of rem. Oil:	0.590973749	Percent of rem. gas:	0.27178609

Owner	Working Interest In Tract	Tract Participation Factor	Working Interest in Unit	Net Revenue Interest in Tract	15% Allocation for Hydrocarbon Pore Volume (HCPV)	10% Allocation for Land Area	37.5% Allocation for Remaining primary oil	37.5% Allocation for Remaining primary gas	Net Revenue Interest in Unit (sum of Allocation factors)
Foundation Energy Fund III-A, L.P, et. al. (Applicant)	1.000000	0.402700	0.402700	0.820000	0.035097	0.029818	0.181724	0.083574	0.330214
Catherine S Cammon	0	0.402700	0.000000	0.050000	0.002140	0.001818	0.011081	0.005096	0.020135
Dennis Kettl	0	0.402700	0.000000	0.010417	0.000446	0.000379	0.002308	0.001062	0.004195
Donna L Kettl	0	0.402700	0.000000	0.020833	0.000892	0.000758	0.004617	0.002123	0.008390
Edwin Alsdorf	0	0.402700	0.000000	0.006944	0.000297	0.000253	0.001539	0.000708	0.002797
Florence Schmeidler	0	0.402700	0.000000	0.020833	0.000892	0.000758	0.004617	0.002123	0.008390
Francis C Kettl	0	0.402700	0.000000	0.010417	0.000446	0.000379	0.002308	0.001062	0.004195
REGINA ALSDORF, PR OF THE ESTATE OF ROGER ALSD	0	0.402700	0.000000	0.006944	0.000297	0.000253	0.001539	0.000708	0.002797
RETHA MCVEY	0	0.402700	0.000000	0.005000	0.000214	0.000182	0.001108	0.000510	0.002013
RUSSELL E ALSDORF	0	0.402700	0.000000	0.006944	0.000297	0.000253	0.001539	0.000708	0.002797
SHIRLEY J ALLISON	0	0.402700	0.000000	0.010417	0.000446	0.000379	0.002308	0.001062	0.004195
George G Vaught Jr.	0	0.402700	0.000000	0.005208	0.000223	0.000189	0.001154	0.000531	0.002097
Paul McCulliss	0	0.402700	0.000000	0.005208	0.000223	0.000189	0.001154	0.000531	0.002097
Michael Raymond Kettl Trust	0	0.402700	0.000000	0.010417	0.000446	0.000379	0.002308	0.001062	0.004195
Kathleen M Kettl Trust	0	0.402700	0.000000	0.010417	0.000446	0.000379	0.002308	0.001062	0.004195
TOTALS	1.000000		0.402700	1.000000	0.042801	0.036364	0.221615	0.101920	0.402700

Exhibit B
attached to Greasewood North Unit Agreement

Tract 4 - Section 23: NE/4, NW/4SE/4

Hydrocarbons in tract:	130.04	Acreage in tract:	200	Remaining primary oil in tract	14,631	Remaining primary gas in tract	112840
Hydrocarbons in unit:	211.22	Acreage in unit:	440	Remaining primary oil in unit	54131	Remaining primary gas in unit	256930
Percent of hydrocarbons in tract:	0.615661396	Percent of unit acreage in tract:	0.454545455	Percent of rem. Oil	0.270288744	Percent of rem. Gas	0.43918577

Owner	Working Interest in Tract	Tract Participation Factor	Working Interest in Unit	Net Revenue Interest in Tract	15% Allocation for Hydrocarbon Pore Volume (HCPV)	10% Allocation for Land Area	37.5% Allocation for Remaining primary oil	37.5% Allocation for Remaining primary gas	Net Revenue Interest in Unit (sum of Allocation factors)
Foundation Energy Fund III-A, L.P, et. al. (Applicant)	1.000000	0.403857	0.403857	0.800000	0.073879	0.036364	0.081087	0.131756	0.323085
Ashley Behring	0	0.403857	0.000000	0.006510	0.000601	0.000296	0.000660	0.001072	0.002629
Catherine S Cammon	0	0.403857	0.000000	0.016099	0.001487	0.000732	0.001632	0.002651	0.006502
CHARLENE LONGACRE	0	0.403857	0.000000	0.015626	0.001443	0.000710	0.001584	0.002574	0.006311
DONNA BEHRING	0	0.403857	0.000000	0.031249	0.002886	0.001420	0.003167	0.005147	0.012620
ERNEST L BEHRING	0	0.403857	0.000000	0.020833	0.001924	0.000947	0.002112	0.003431	0.008413
HEATHER BEHRING	0	0.403857	0.000000	0.006510	0.000601	0.000296	0.000660	0.001072	0.002629
LAURIE BEHRING	0	0.403857	0.000000	0.007812	0.000721	0.000355	0.000792	0.001287	0.003155
MARGARET K STOLTMAN	0	0.403857	0.000000	0.010418	0.000962	0.000474	0.001056	0.001716	0.004207
RETHA MCVEY	0	0.403857	0.000000	0.001610	0.000149	0.000073	0.000163	0.000265	0.000650
VALERIE L HINCHEE	0	0.403857	0.000000	0.020833	0.001924	0.000947	0.002112	0.003431	0.008413
WILLIAM E BEHRING	0	0.403857	0.000000	0.062501	0.005772	0.002841	0.006335	0.010294	0.025242
TOTALS	1.000000		0.403857	1.000000	0.092349	0.045455	0.101358	0.164695	0.403857

EXHIBIT C

EXHIBIT C to Greasewood North Unit Application

UNIT OPERATING AGREEMENT
GREASEWOOD NORTH UNIT AREA
WELD COUNTY, COLORADO

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

WITNESSETH:

WHEREAS, an agreement entitled, "Unit Agreement for the Development and Operation of the Greasewood North 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, ("Parties" or "Working Interest Owners"), as parties to this Agreement and the Unit Agreement desire to memorialize their agreements concerning operation of the Greasewood North 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, recompleat 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, recompleat 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. 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
MANEGEMENT, L.L.C.

ENERGY

_____, 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

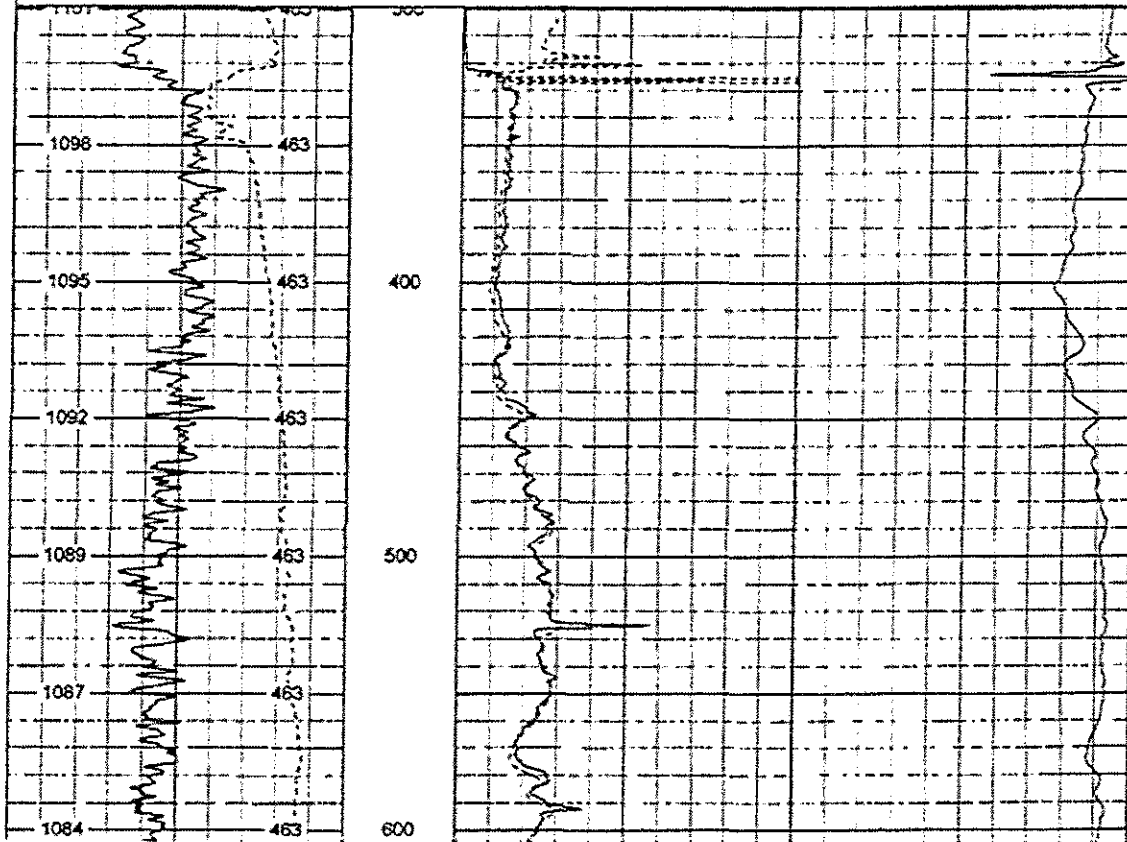
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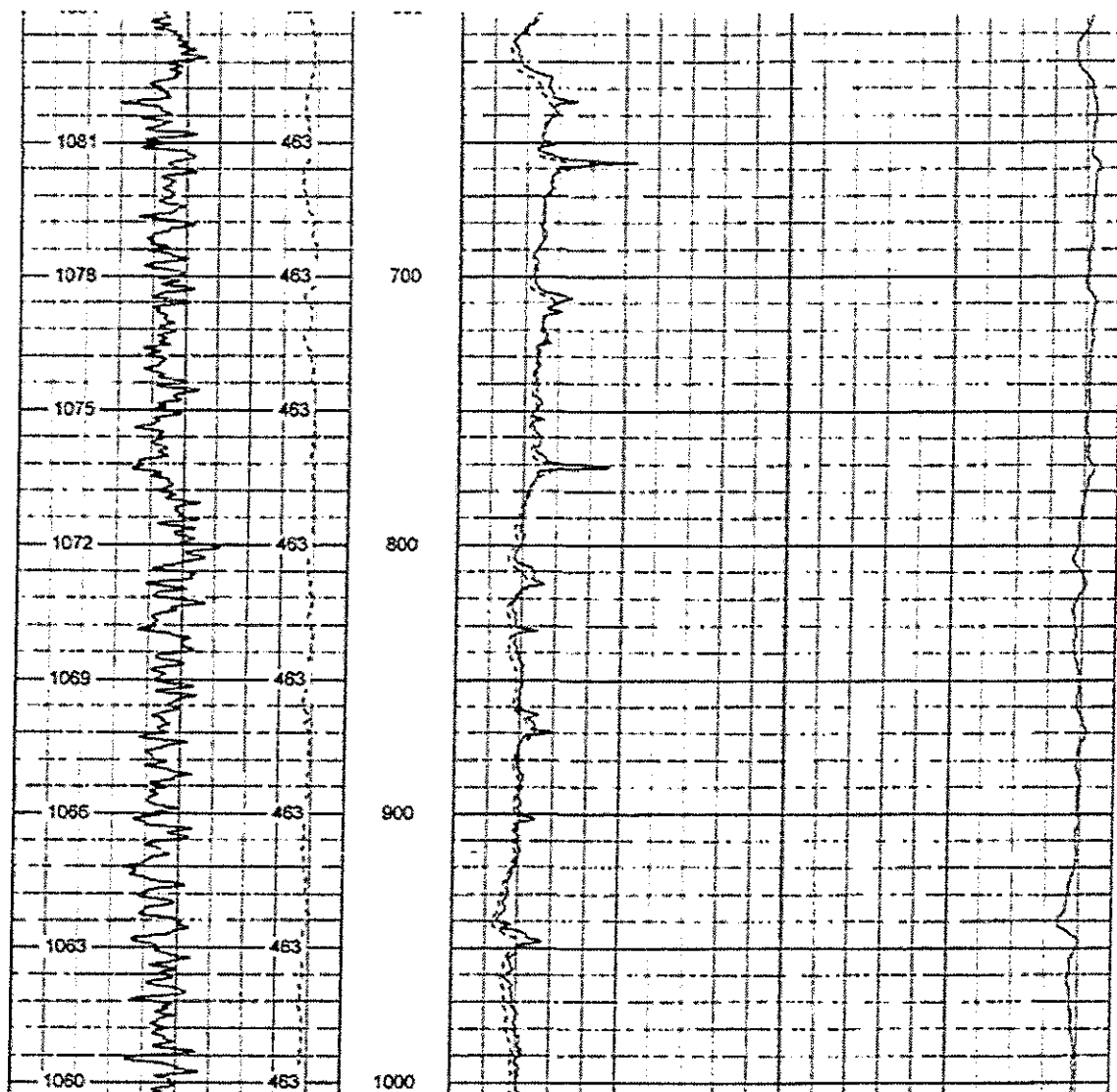
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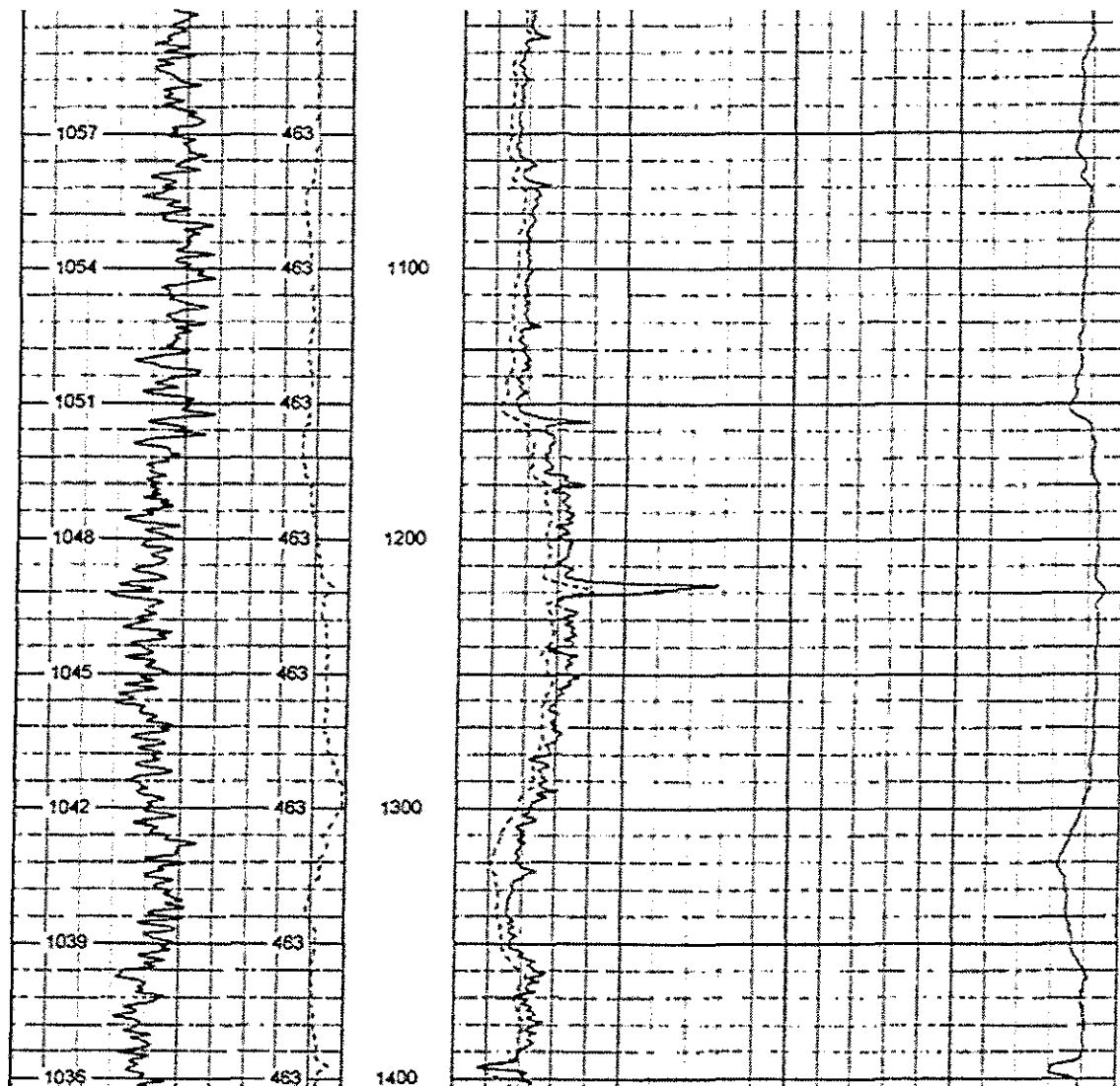
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Field	Dolley		
County	Weld	State	Colorado
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Drilling Measured From	KB	123-22254	DF 4699
			GL 4690
Date	June 28, 2004		
Run Number	1		
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Depth Logger	0902		
Bottom Logged Interval	0902		
Top Log Interval	Casing		
Casing Driller	322		
Casing Logger	322		
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pH / Fluid Loss	8.5 / 8.0		
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Recorded By	Shaun Schuman		
Witnessed By	Terry Gammon		

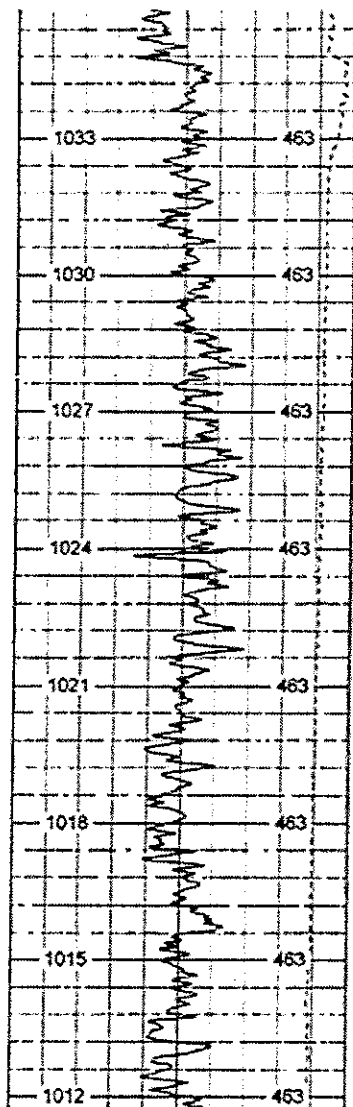
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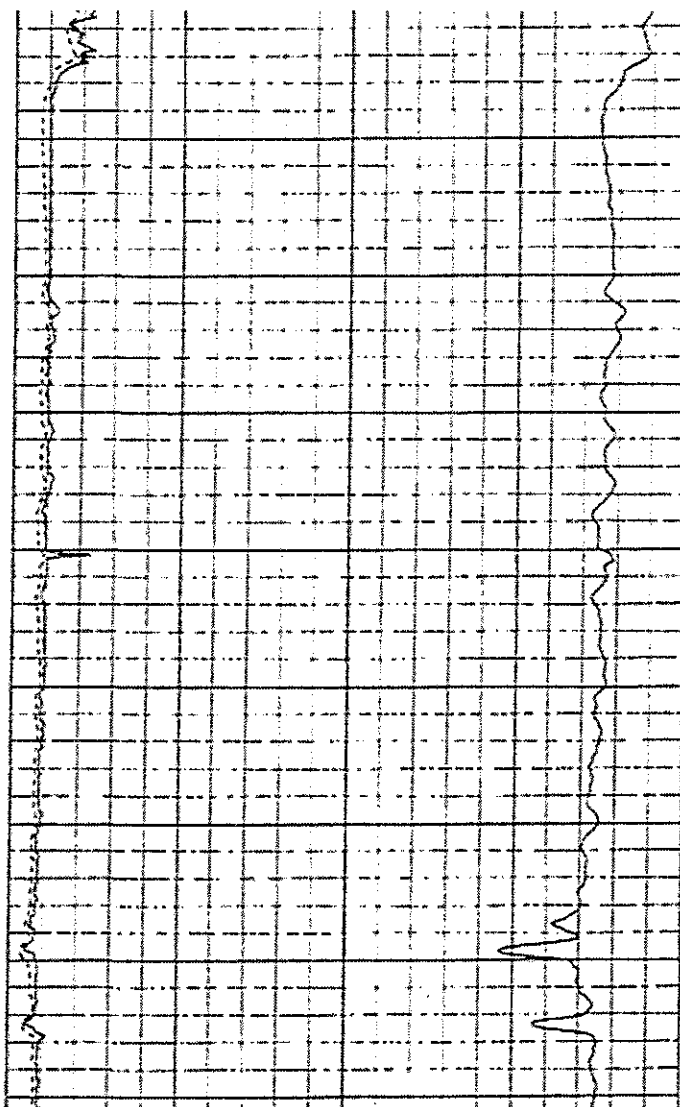


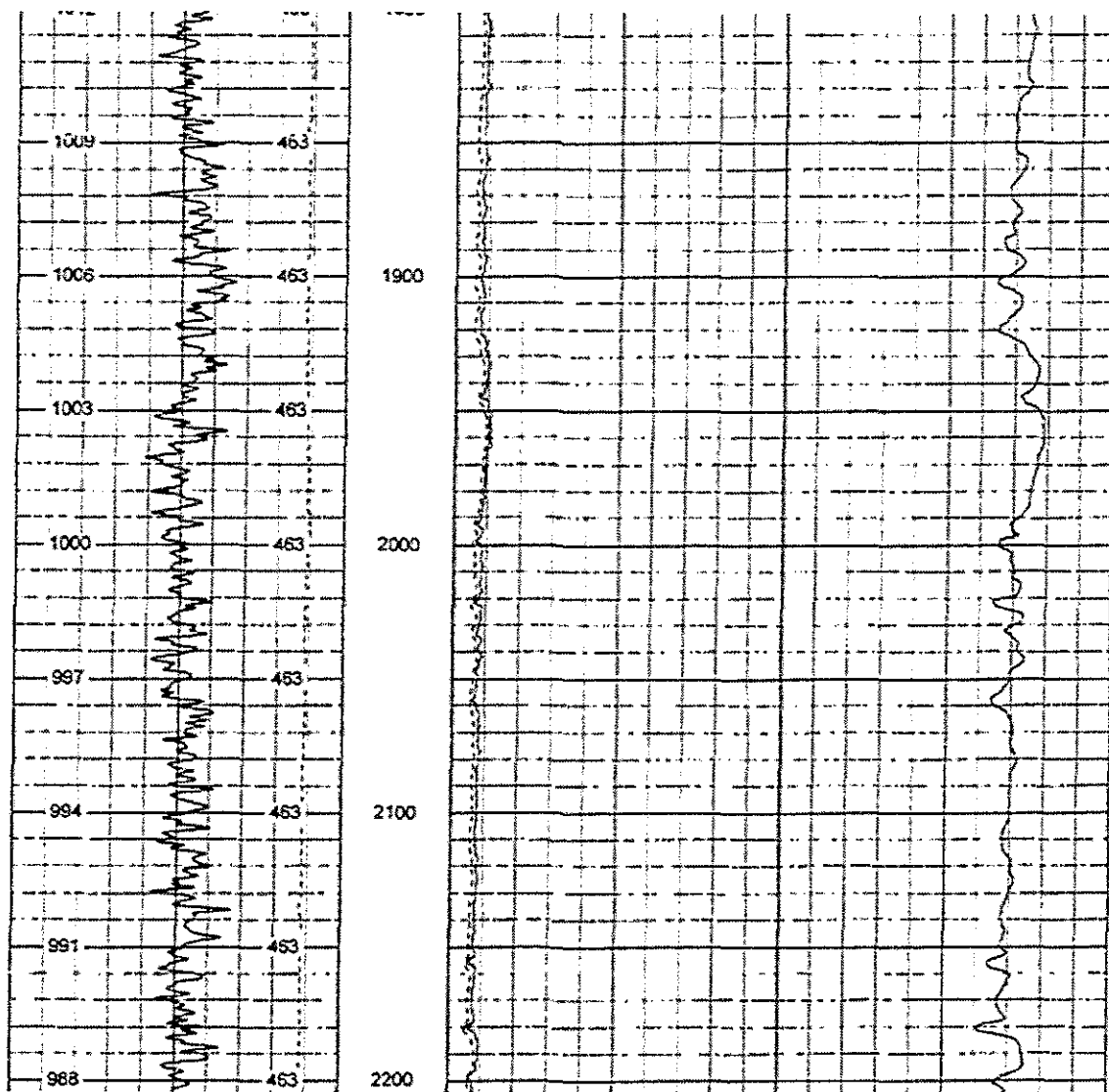
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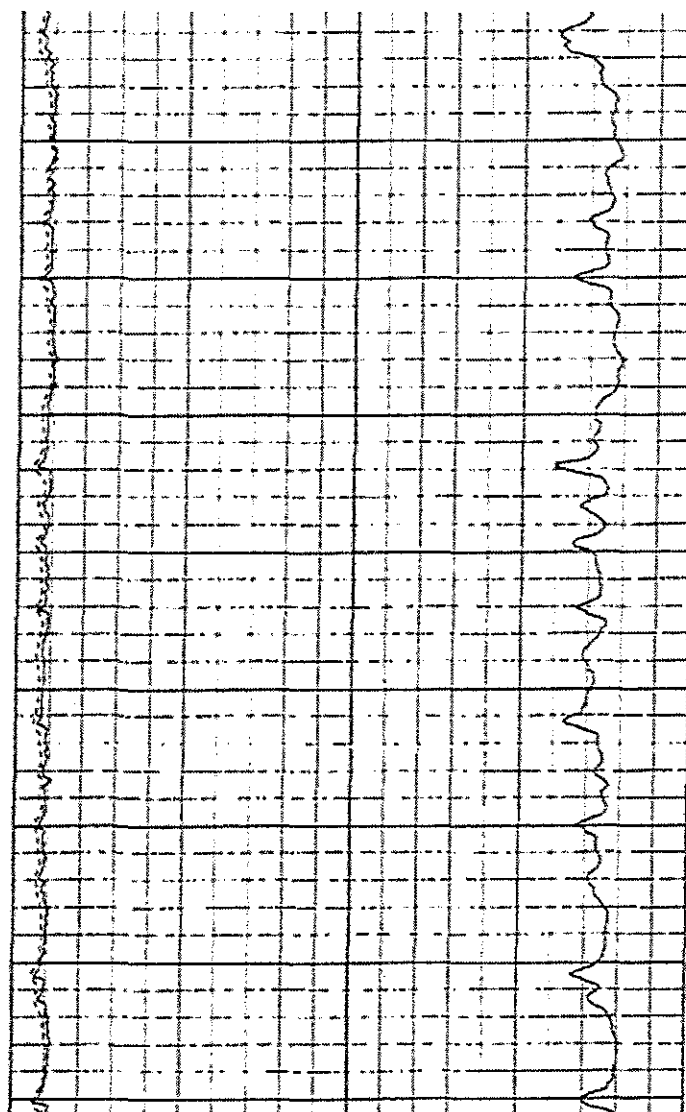
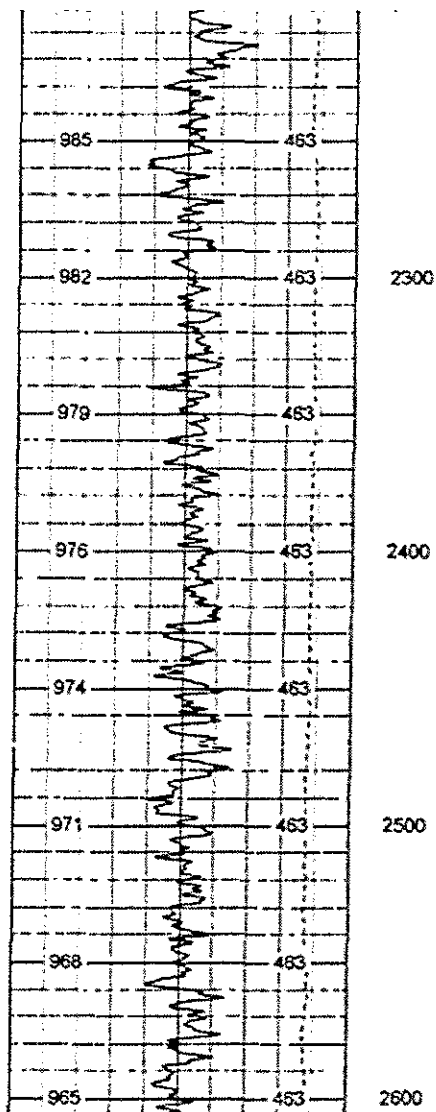
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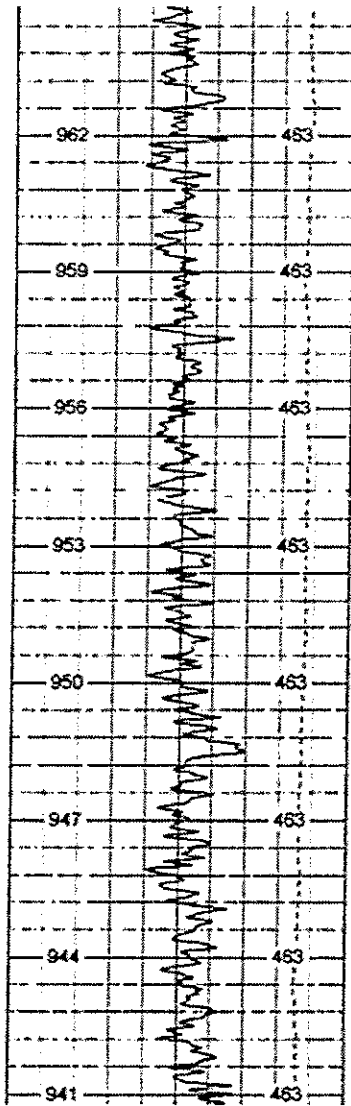
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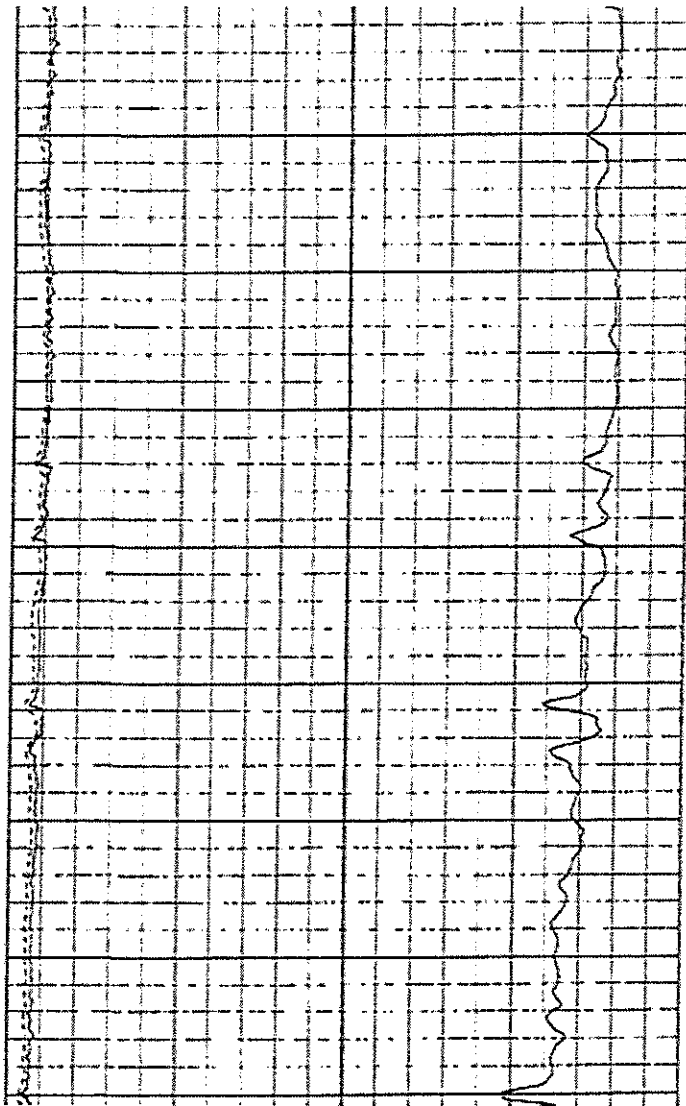


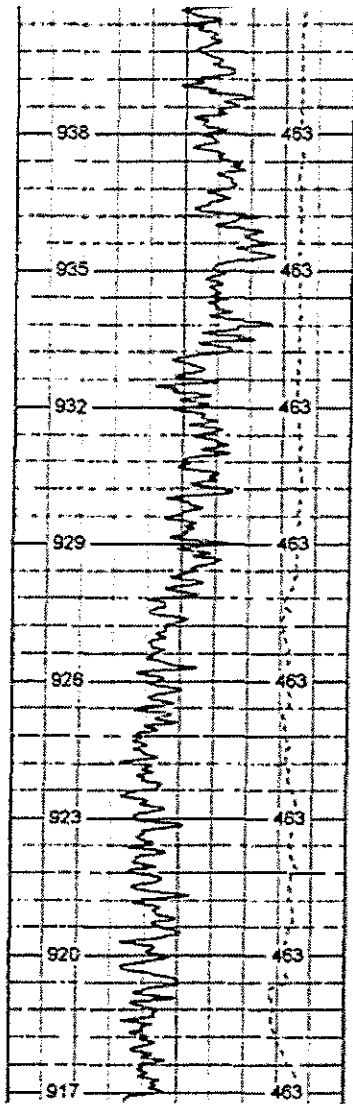
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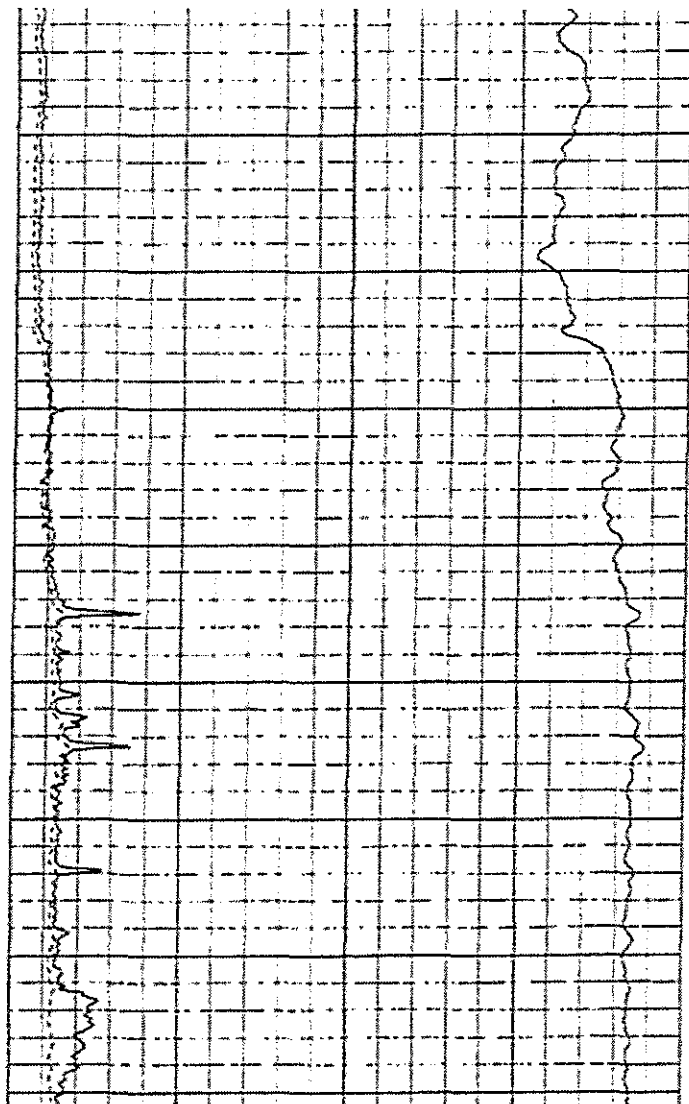


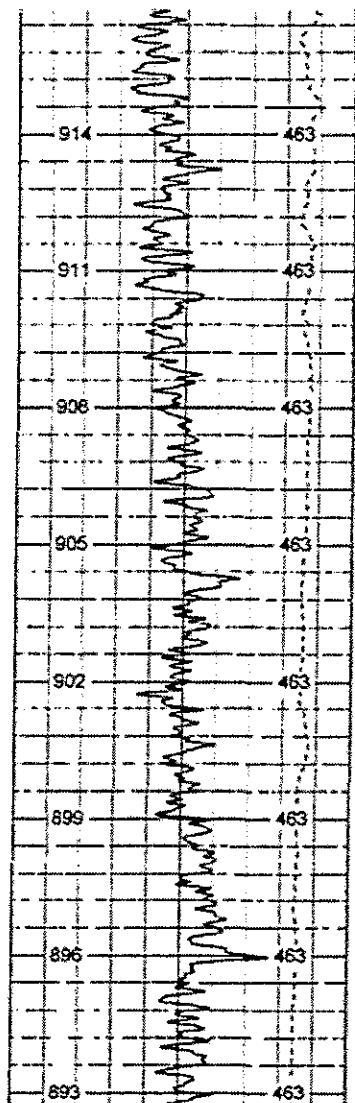
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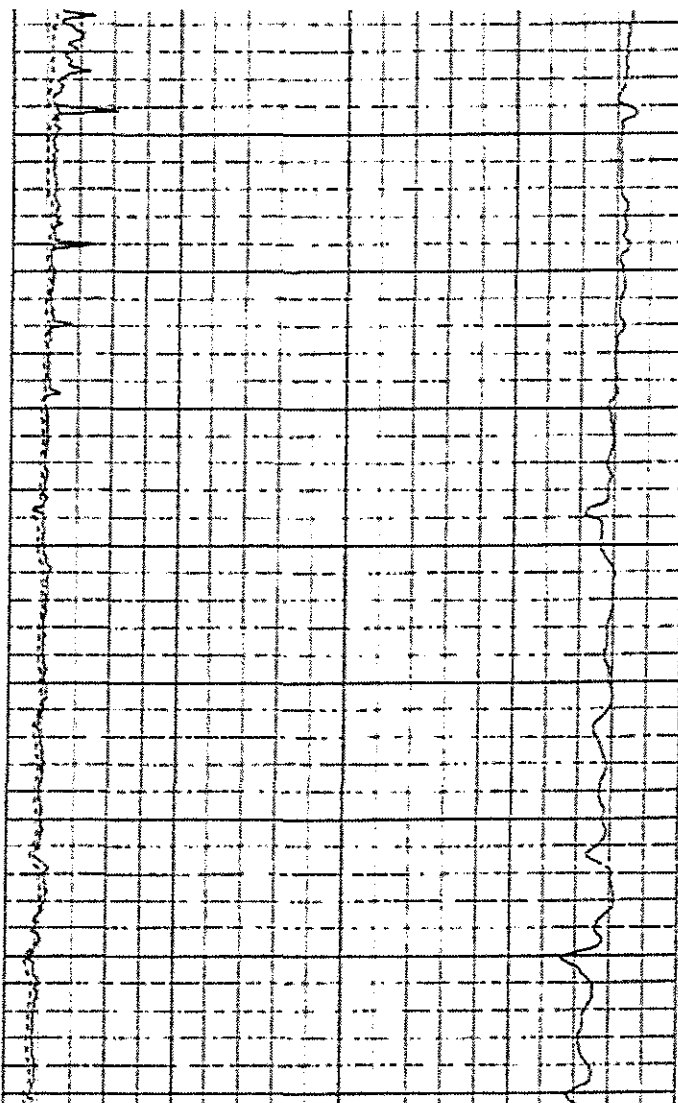


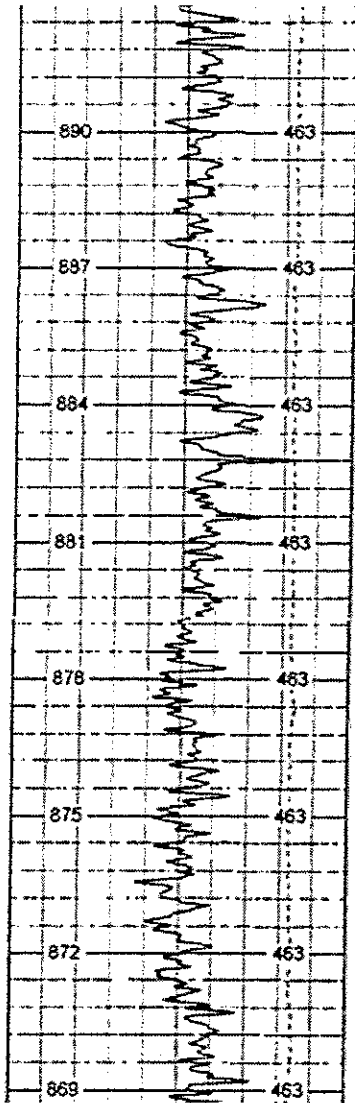
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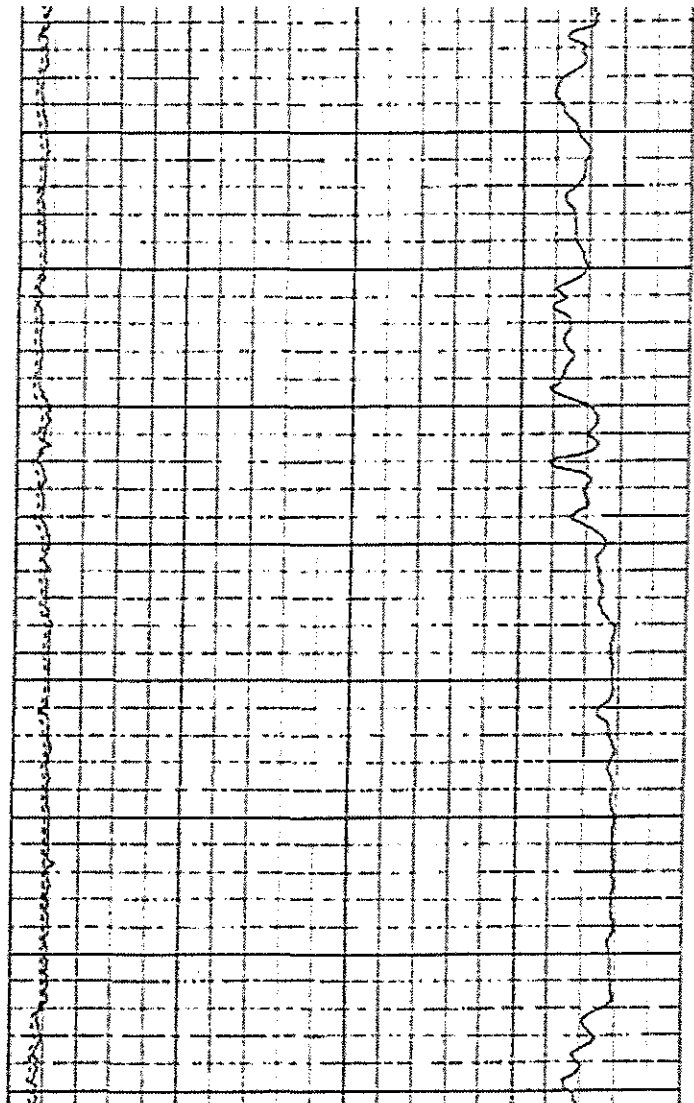


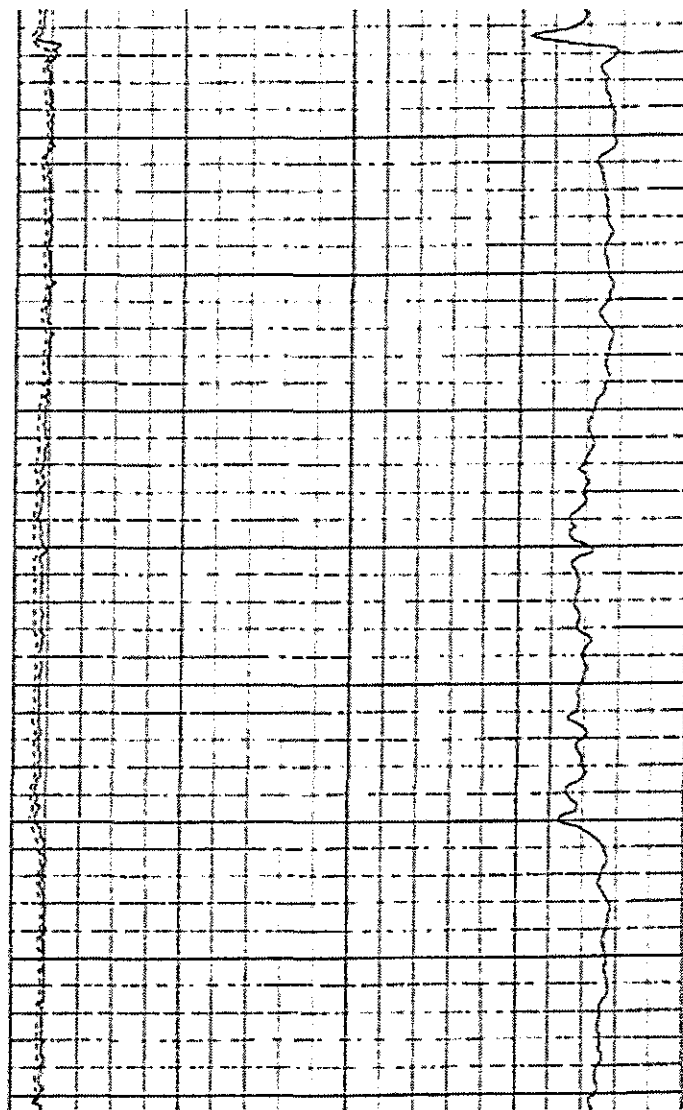
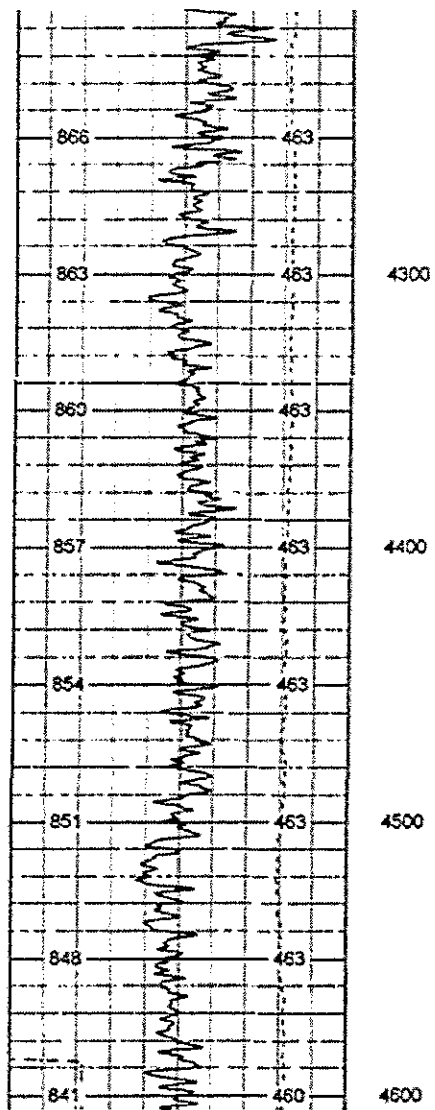
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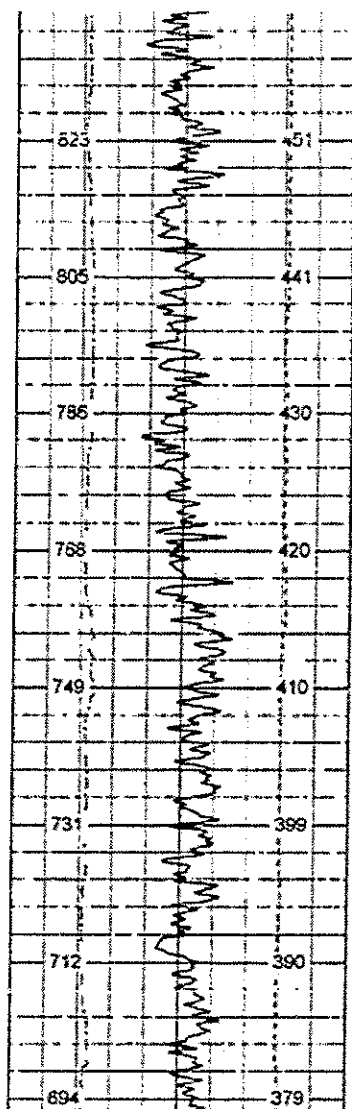
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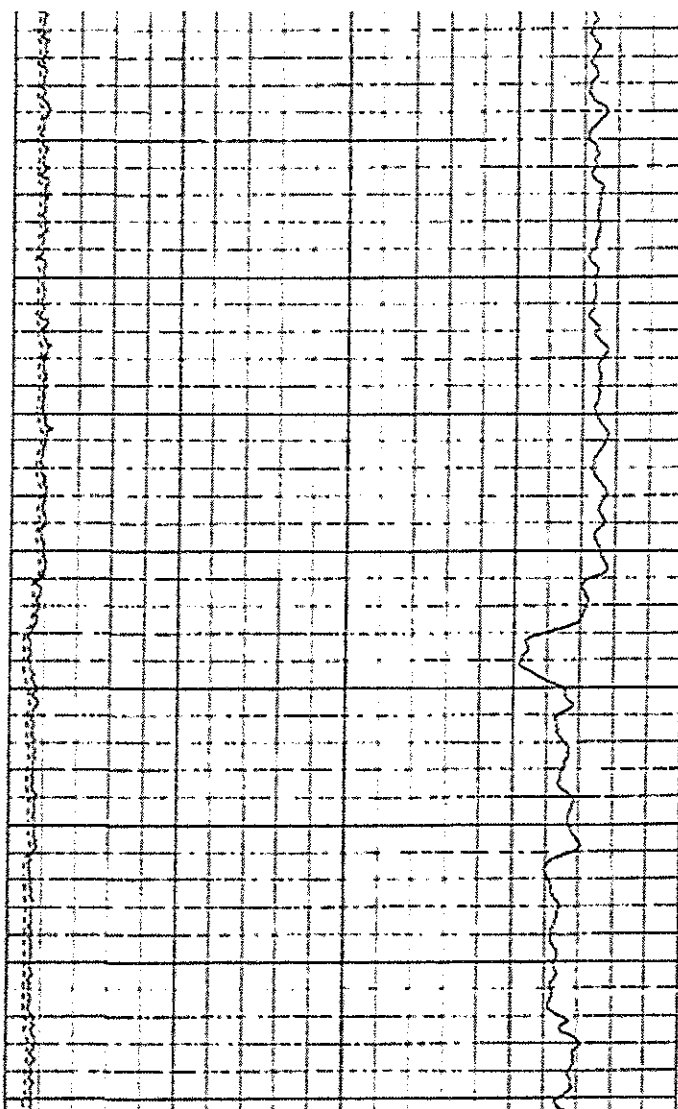


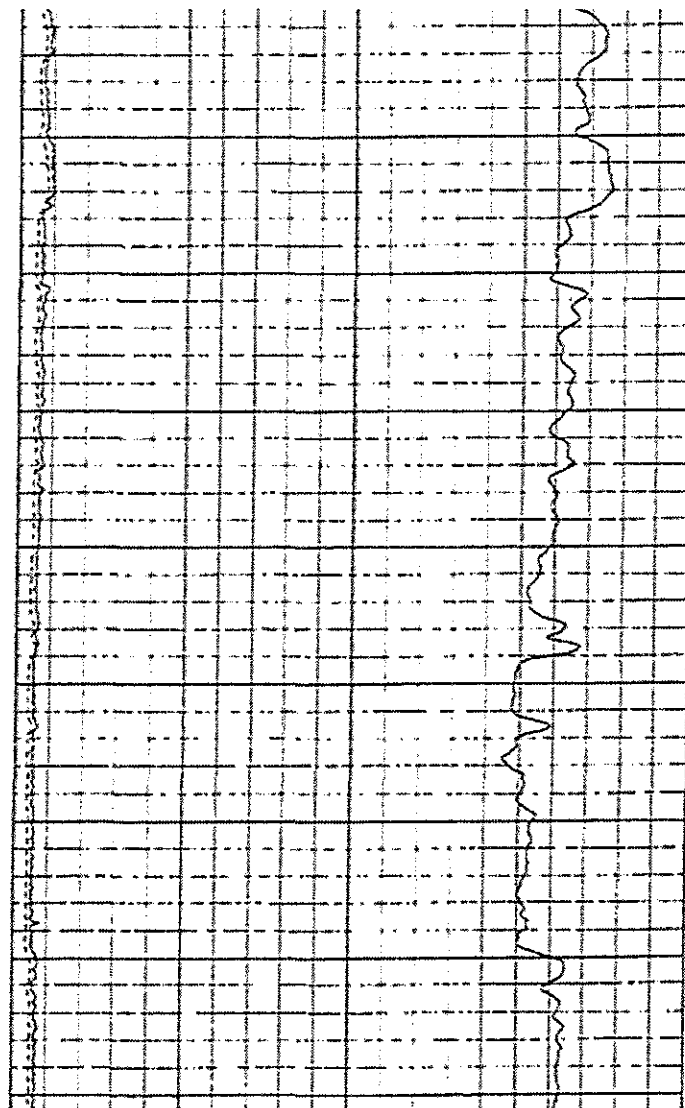
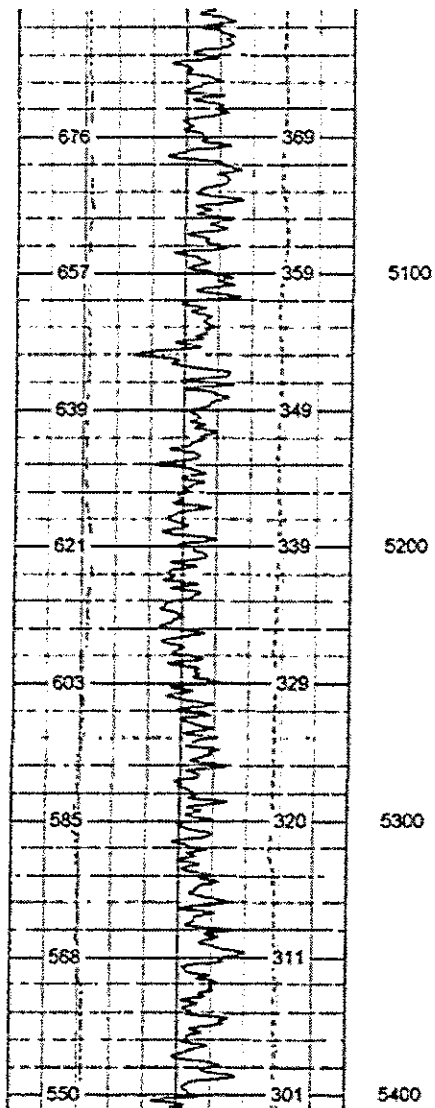
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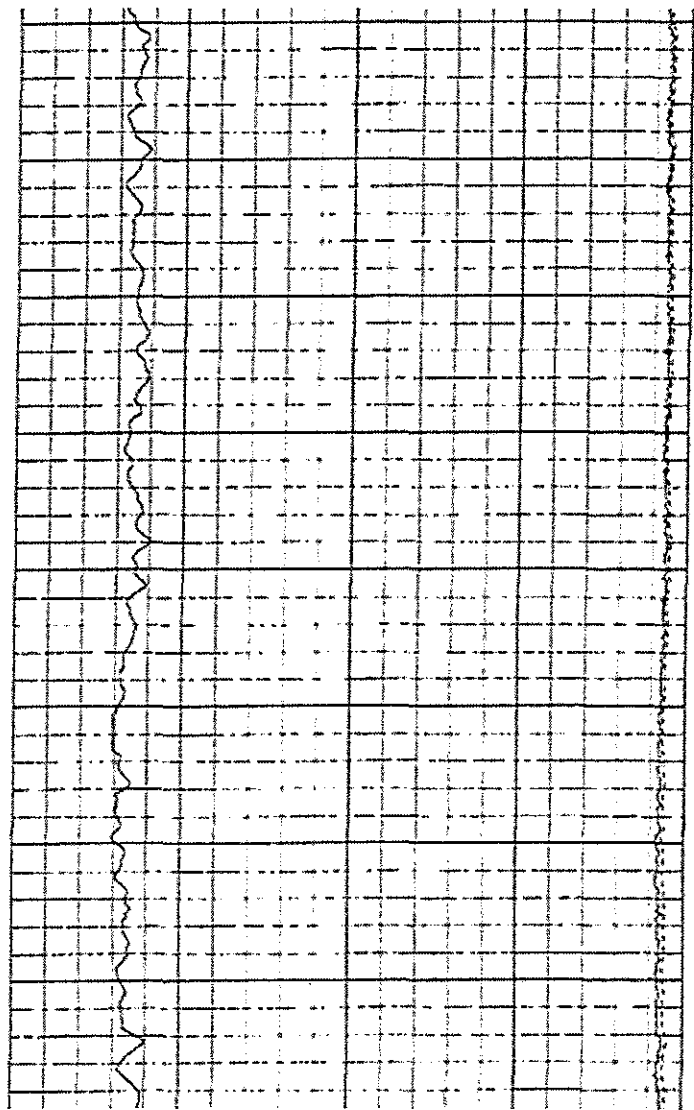
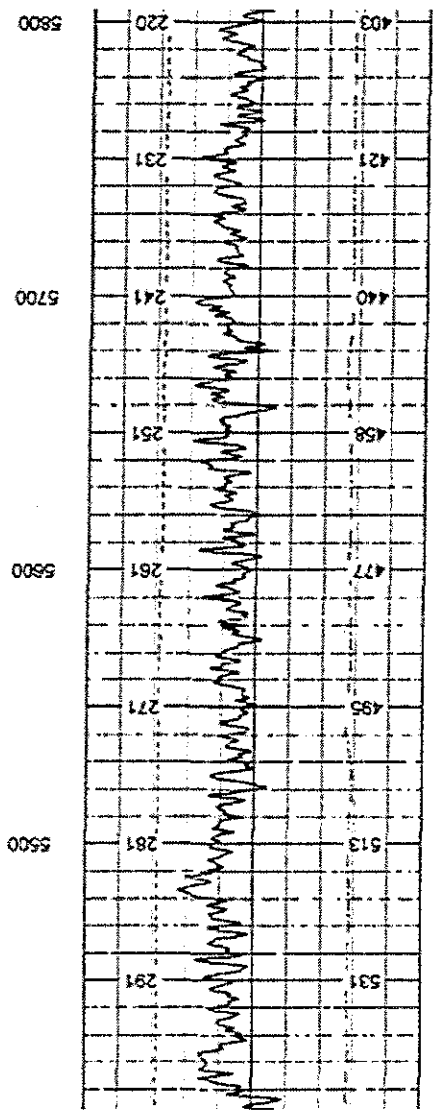
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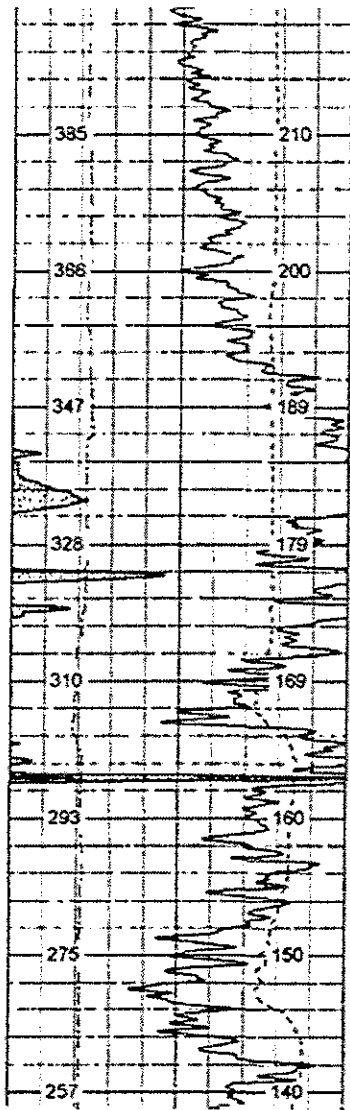
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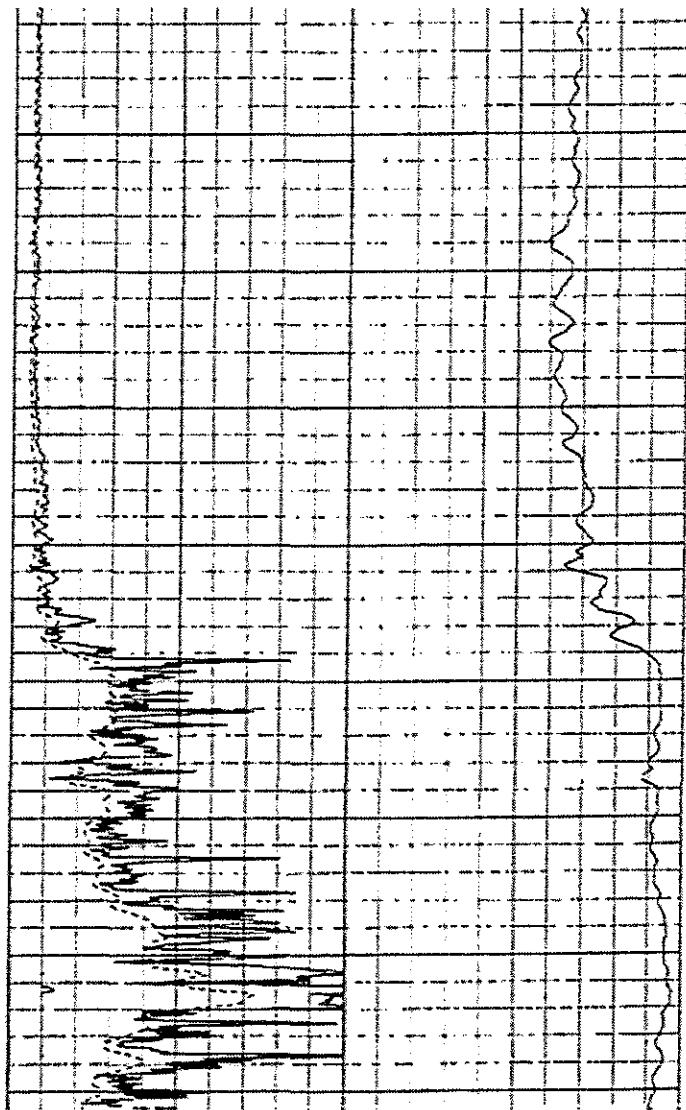


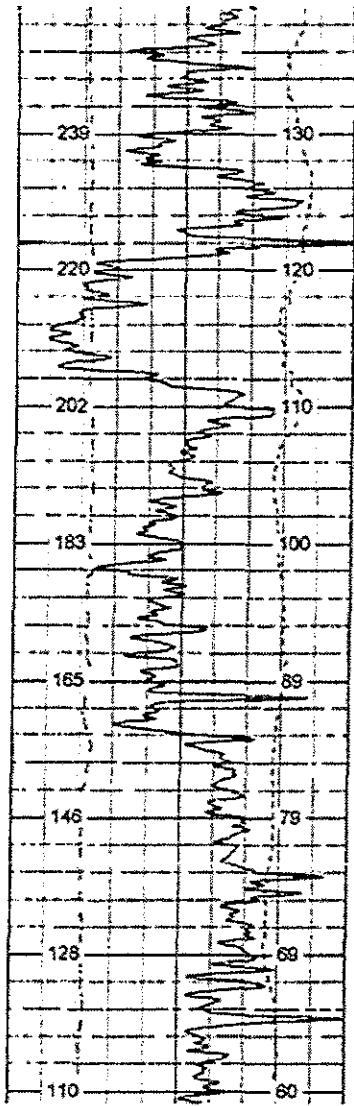
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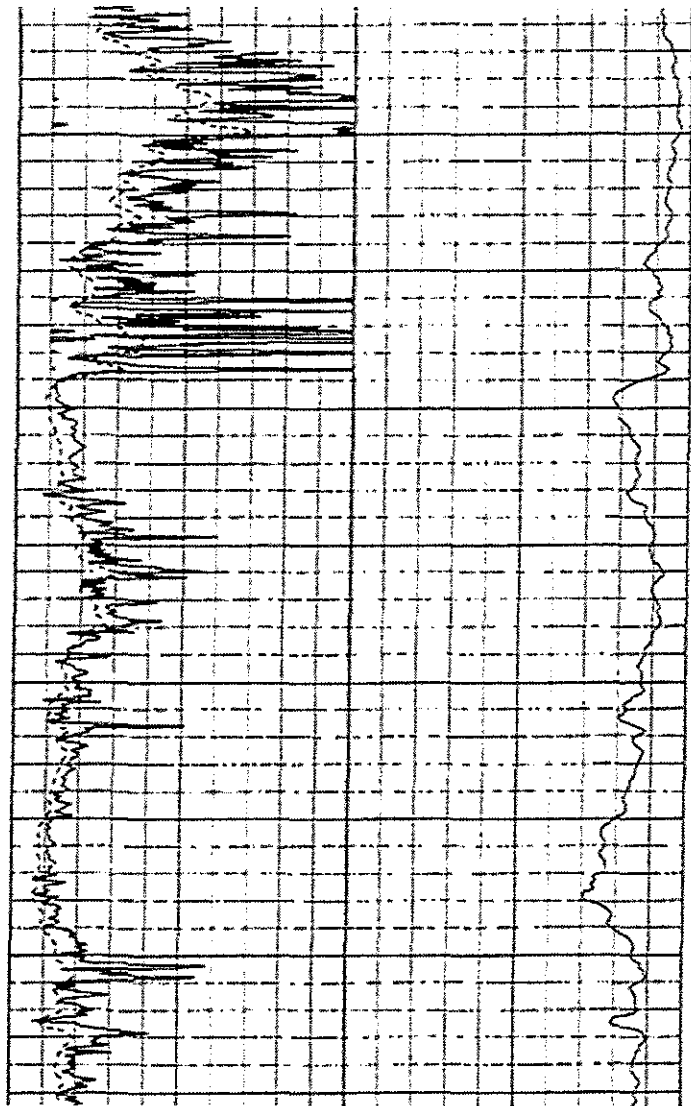


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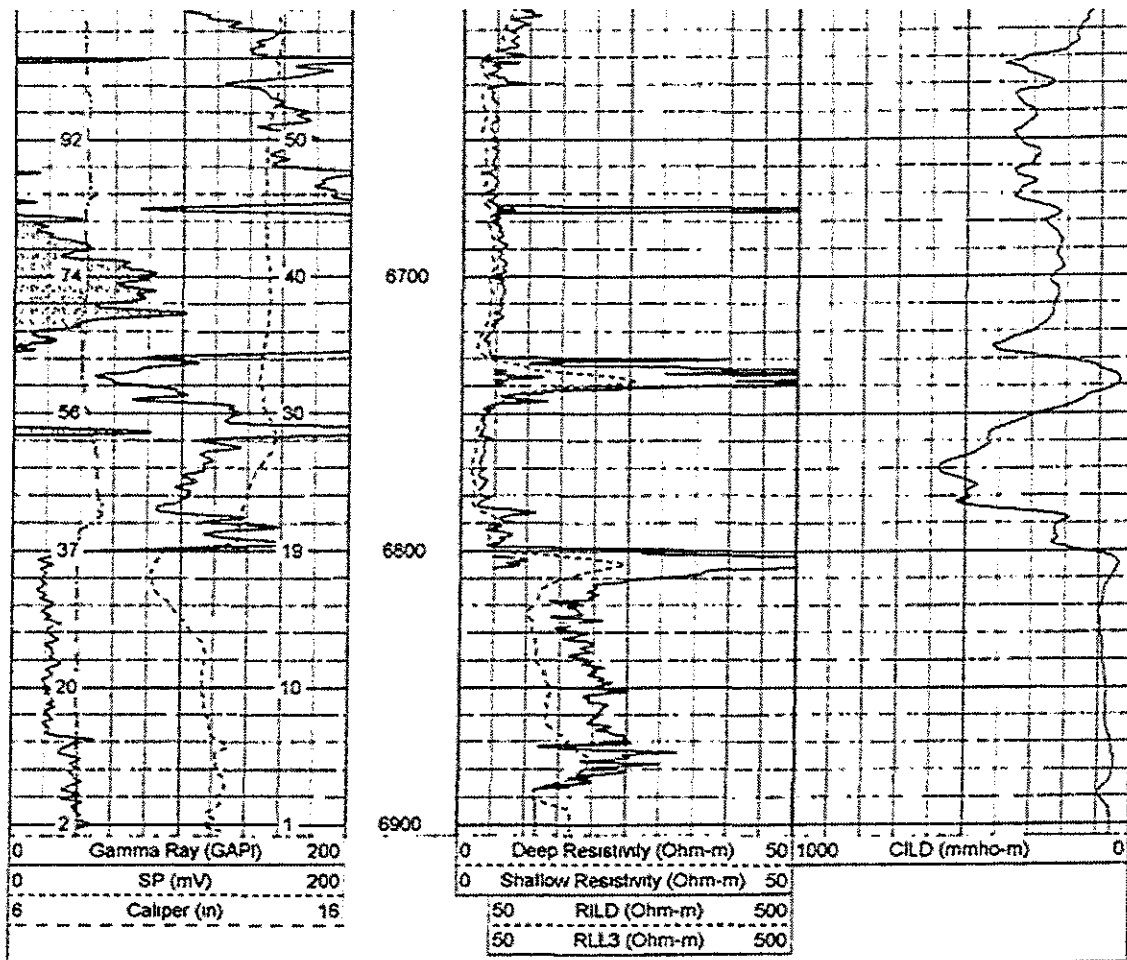


EXHIBIT E

INJECTION WELL CASING AND SUBSURFACE CONSTRUCTION – BABB 14-14

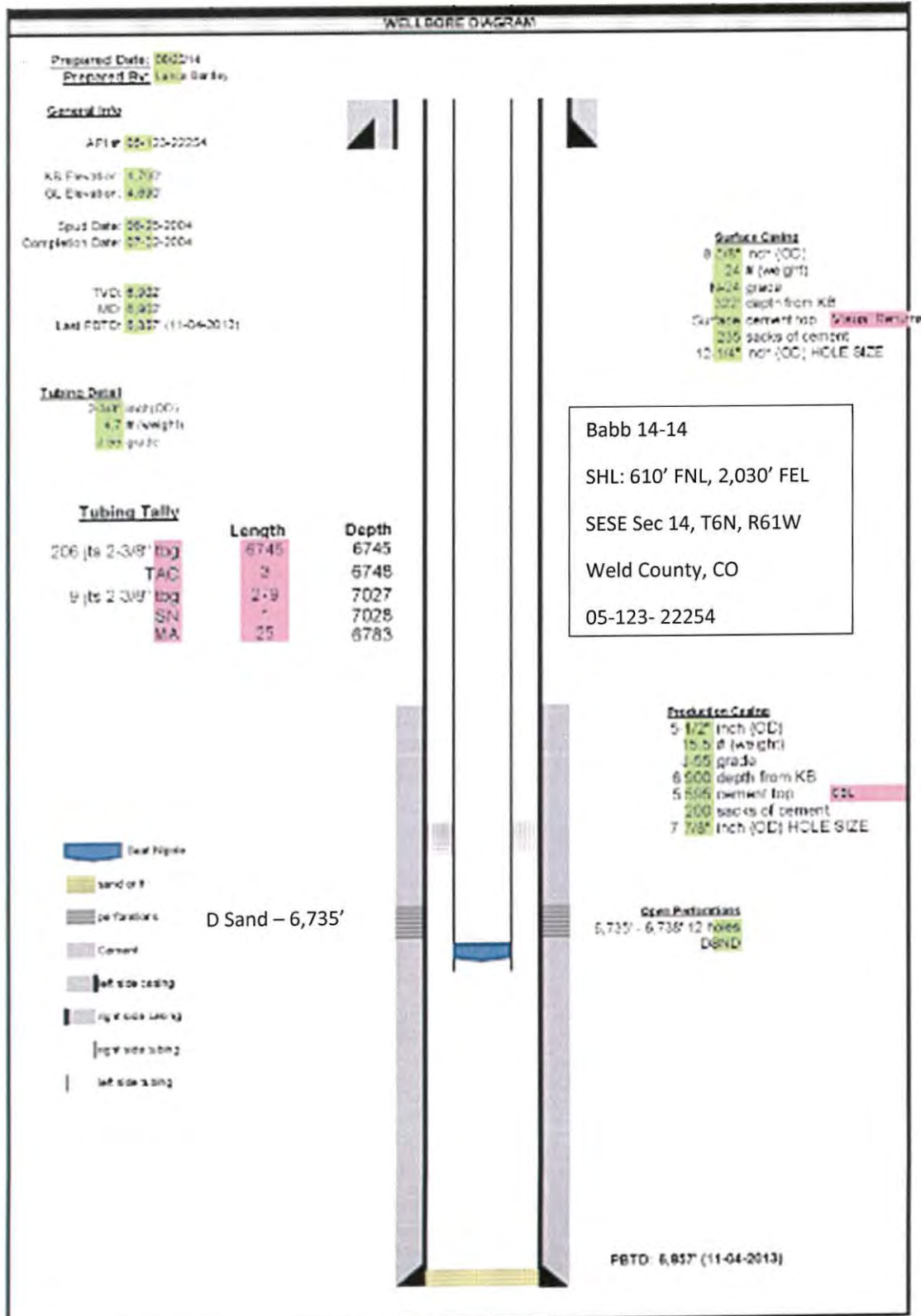


EXHIBIT F
attached to Greasewood North Unit Application
MINERAL INTEREST OWNERS AND WORKING INTEREST OWNERS WITHIN
PROPOSED UNIT OUTLINE

Foundation Energy Fund III-B Holding, LLC
16000 Dallas Parkway, Suite 875
Dallas, TX 75248

Foundation Energy Fund III-A, L.P.
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-A, L.P.
16000 Dallas Parkway, Suite 875
Dallas, TX 75248

Catherine S. Cammon
10455 W 73rd Place
Arvada, CO 80005

Retha McVey
13215 Braun Road
Golden, CO 80401

Township 6 North, Range 61 West
Section 14: E2SW, W2SE

PAUL N. BABB
290 WESTDALE DRIVE
SANTA CRUZ, CA 95060

STEPHEN CRAIG & GAIL PERRIGO
1338 FOURTH STREET
KIRKLAND, WA 98033

Township 6 North, Range 61 West
Section 23: NW/4

DENNIS KETTL
1812 14TH AVENUE
GREELEY, CO 80631

DONNA L KETTL
4627 S 93RD E AVENUE
TULSA, OK 74145

EDWIN ALSDORF
709 SE HIBISCUS AVENUE
STUART, FL 34996-3604

FLORENCE SCHMEIDLER
PO BOX 1157
BUENA VISTA, CO 81211-1157

FRANCIS C KETTL
1709 ARTHUR DRIVE
COLLEYVILLE, TX 76034

REGINA ALSDORF
PR OF THE ESTATE OF ROGER ALSDORF
5784 ROBIN HOOD DRIVE EL SOBRANTE,
CA 94803

RETHA MCVEY
13215 BRAUN ROAD
GOLDEN, CO 80401

RUSSELL E ALSDORF
3240 SE WEST SNOW ROAD PORT ST
LUCIE, FL 34984

SHIRLEY J ALLISON
713 WEST LINCOLN LANE
DES PLAINES, IL 60018

GEORGE G VAUGHT JR
P O BOX 13557
DENVER, CO 80201-9279

PAUL L MCCULLISS
PO BOX 3248
LITTLETON, CO 80161-3248

MICHAEL RAYMOND KETTL TRUST
5960 W 75TH DR
ARVADA, CO 80003

KATHLEEN M KETTL TRUST
5960 W 75TH DR
ARVADA, CO 80003

Township 6 North, Range 61 West
Section 23: NE, NWSE

ASHLEY BEHRING
3840 PUEBLO STREET
EVAN, CO 80620

CHARLENE LONGACRE
10348 ROAD Q
FT MORGAN, CO 80701

DONNA BEHRING
704 22ND STREET #706
GREELEY, CO 80631

ERNEST L BEHRING
3610 BOULDER STREET
EVANS, CO 80620

HEATHER BEHRING
3840 PUEBLO STREET
EVANS, CO 80620

LAURIE BEHRING
3840 PUEBLO STREET
EVANS, CO 80620

VALERIE L HINCHEE
547 CORAL DRIVE
CAPE CORAL, FL 33904

MARGARET K STOLTMAN
825 HALL AVENUE #1
GRAND JUNCTION, CO 80501

WILLIAM E BEHRING
547 CORAL DRIVE
CAPE CORAL, FL 33904

EXHIBIT G
to Greasewood North Unit Application – owners within ½ mile of Application Lands

Mineral Estate and Working Interest Owners

Township 6 North – Range 61 West, 6th P.M.

Section 13: SW/4NW/4, SW/4

Section 14: SW/4NW/4, W/2SW/4, E/2SE/4, SE/4NE/4

Section 15: SE/4, SE/4NE/4

Section 22: E/2

Section 23: NE/4SE/4, S/2SE/4, SW/4

Section 24: W/2

Section 25: NW/4NW/4

Section 26: N/2N/2

Weld County, Colorado
Effective Date: April 20, 2015

Township 6 North, Range 61 West

Section 13: SW/4NW/4, SW/4

<u>Surface and Mineral Interest Owner:</u>	<u>Lessees:</u>
Douglas P. Haschke 6024 Highland Hills Court Fort Collins, CO 80528-9334	Bonanza Creek Energy Operating Company, LLC 410 17 th Street, Suite 1400 Denver, CO 80202
	Synergy Resources Corporation 20203 Highway 60 Platteville, CO 80651
	Diamond Operating, Inc. 6666 Gunpark Drive, Suite 200 Boulder, CO 80301
<u>Additional Mineral Interest Owners:</u>	<u>Additional Mineral Interest Owners:</u>

Barbara Jean Hunter 2557 West Crown King Drive Tucson, AZ 85741	Edward N. Juhan 7115 West 9 th Avenue Lakewood, CO 80215
Juhan Limited Partnership 1802 West Grant Road, Suite 110 Tucson, AZ 85745	Centennial Mineral Holdings, LLC 5950 Cedar Springs Road, Suite 200 Dallas, TX 75235
Morton M. Pepper and Eloyce D. Pepper 1900 East Girard Place, Apt. 402 Englewood, CO 80113-3112	Stanley L. Schrier and Peggy Schrier, Trustees of the Stanley L. Schrier and Peggy H. Schrier Trusts, U/A/D 7/22/1982 654 Cabrillo Stanford, CA 94305
HLA Royalties LLC 6656 Pike Circle Larkspur, CO 80118	

Township 6 North, Range 61 West
Section 14: E/2SE/4, SE/4NE/4

<u>Surface and Mineral Interest Owners:</u>	
Juhland L.C. c/o Glen Juhl 350 W. 13th Street Garner, IA 50438	
<u>Lessees:</u>	<u>Lessees:</u>
Caerus Washco LLC 600 17 th Street, Suite 1600 North Denver, CO 80202	Western Operating Company 518 17th Street, Suite 1680 Denver, CO 80202
Steven G. Kirkwood and Donna P. Kirkwood 473 S. Sherman Denver, CO 80209	Caribou Resources, LLC 3081 S. Spruce Way Denver, CO 80231
Swanson Production Company 339 Indian Paintbrush Drive Golden, CO 80401	Dave Majewski 11823 S. Maxwell Hill Road Littleton, CO 80127

Latitudes Research, LLC 313 Jones Creek Circle Pine, CO 80740	RJC Energy, Inc. 27250 Craig Lane Golden, CO 80401
RJC Ventures, LLC 27250 Craig Lane Golden, CO 80401	NB Waechter & Associates, Inc. 6059 S. Elati Street Littleton, CO 80231
T Bar S Oil, Inc. 102 Mission Bay Drive Polson, MT 59860	

Township 6 North, Range 61 West
Section 14: SW/4NW/4, W/2SW/4

<u>Surface Interest Owners:</u>	<u>Lessees:</u>
Wickstrom Land LLC 33052 County Road 3 Orchard, CO 80649	Bonanza Creek Energy Operating Company, LLC 410 17 th Street, Suite 1400 Denver, CO 80202
	Diamond Resources Co. P.O. Box 1938 Williston, ND 58802
	Noble Energy Inc. c/o KE Andrews & Company 3615 S Huron Street, Suite 200 Englewood, CO 80110
<u>Mineral Interest Owners:</u>	<u>Mineral Interest Owners:</u>
Christine Sitzman 71 Kahil Place Fort Lupton, CO 80621	Roy L. Foster and Wanda L. Foster 2349 County Road 41, Unit #41 Yuma, CO 80759
Scott T. Frank 1269 Hilltop Circle Windsor, CO 80550	James E. Frank 2309 Kirkview Loveland, CO 80538

Leigh Ann Gerk 4501 W. 23rd Street Greeley, CO 80634	David Knieval 2381 N. I-76 Frontage Road Wiggins, CO 80654
Robb A. Knieval 12300 Monlcito Blvd. Seal Beach, CO 90740	Robb A. Knieval 2381 N. I-76 Frontage Road Wiggins, CO 80654
Bonnie Taylor Wulff 117 Ball Court Menands, NY 12204	Mellisa A. Knieval-Nathason 12300 Monlcito Blvd. Seal Beach, CO 90740
<u>Additional Mineral Interest Owners:</u>	<u>Additional Mineral Interest Owners:</u>
Centennial Farms 1709 Whistle Pig Lane Broomfield, CO 80020	Virginia Ann Gross 1015 Newton Avenue Kansas City, MO 64126
Nancy Catherine Levy-Glossip 11530 Varner Road Odessa, MO 64076	

Township 6 North, Range 61 West
Section 15: SE/4NE/4

<u>Surface and Mineral Interest Owners:</u>	<u>Lessees:</u>
Victoria Hansen 4925 N. 73 rd Street, Apt. 12 Scottsdale, AZ 85251-1367	Bill Barrett Corporation 1099 18 th Street, Suite 2300 Denver, CO 80202
Joseph Harrison Hansen, III P.O. Box 10726 Jackson Hole, WY 83002	
John Joseph Hansen 227 Hemingway Lane Weldon Spring, MS 63304	

Warren G. Hansen 5659 High Creek Drive Dallas, TX 75249	
<u>Additional Mineral Interest Owners:</u>	<u>Additional Mineral Interest Owners:</u>
Family Tree Corporation P.O. Box 260498 Lakewood, CO 80226	Ron L. Henry and Wanda L. Henry P.O. Box 182 Kinnear, WY 82516
Cirrus Minerals, LLC 330 Marshall Street, Suite 300 Shreveport, LA 71101	The Robert P. Dykes Revocable Trust, dated October 14, 2011 P.O. Box 260498 Lakewood, CO 80226
The J. Christopher Dykes Revocable Trust, dated October 10, 2012 P.O. Box 260498 Lakewood, CO 80226	The Michael L. Dykes Revocable Trust, dated October 10, 2012 P.O. Box 260498 Lakewood, CO 80226
Futura, LLC 9302 S. 83 rd Court Hickory Hills, IL 60457	Dr. Felix Jegede 15911 Katy Fwy. Houston, TX 77094
Sunwest Trust Inc., fbo Kristopher L. Broberg 3240 D Juan Tabo NE Albuquerque, NM 87111	Continental US Management Corp. 14131 Midway Road, #650 Addison, TX 75001
Charles Goldsborough 401(k) P.S. Trust 5527 Stawbridge Terrace Eldersburg, MD 21784	Johnson Holdings, LLC 221 2 nd Avenue NE Kulm, ND 58456
Kirk Duane Kirkegaard PSP, Kirk Kirkegaard, Trustee 8779 Fulton Street Indianola, IA 50125	George A. Fraser 8067 Boca Rio Drive Boca Raton, FL 33433
Frederick H.J. and Rita Ann Wyen Living Trust Agreement 2564 Middle Urbana Road Springfield, OH 45502	GSP Capital, LLC 10609 Turtle Creek Lane Frisco, TX 75035

The Starbridge Group, LLC 13611 Greystone Drive Dallas, TX 75244	Shawn Dayton 25706 Smotherman Road Frisco, TX 75033
Gale Walthall 1506 Evergreen Street Fairbanks, AK 99709	Advantaira Trust, LLC FBO Diana Koenig #7193602 1520 Royal Palm Square Blvd., #320 Fort Myers, FL 33919
Fidelity Venture Capital, LTD C/O Jerry B. Jackson 1800 Norwood, Suite 104 Hurst, TX 76054	Regional Marketing Group, LLC 14901 Quorum Drive, #800 Dallas, TX 75254
The Thomas and Heather Buckley Living Trust dated 8/23/2012 Thomas J. Buckley, Trustee 2310 Royal Oaks Drive Mansfield, TX 76063	Justin W. Hill 2632 Camille Drive Lewisville, TX 75056
Kenneth B. Lyons 7 Daniel Lane Lebanon, NJ 08833	Barbara Ann Pierce 609 Hickory Ct. Hurst, TX 76054
Buckley Family, LLC 2310 Royal Oaks Drive Mansfield, TX 76063	Douglas A. Gorans 4330 120 th Avenue SE Lake Lilian, MN 56253
Advantaira Trust, LLC FBO Mary Katz #7191101 1520 Royal Palm Square Blvd., #320 Fort Myers, FL 33919	Sue A. Casteel 2455 Manor Walk Decatur, GA 30030-1654
ELSR, LP Bengal Jones Group, LLC, General Partner 8080 N. Central Expressway, Suite 1420 Dallas, TX 75026	Richard C. Latham 8625 King George, #236 Dallas, TX 75235
Laura C. Chauvin 302 E. Bayou Road Thibodaux, LA 70301	

Township 6 North, Range 61 West
Section 15: SE/4

<u>Surface and Mineral Interest Owners:</u>	<u>Lessees:</u>
Douglas P. Haschke 6024 Highland Hills Court Fort Collins, CO 80528-9334	Bonanza Creek Energy Operating Company, LLC 410 17 th Street, Suite 1400 Denver, CO 80202
	November First Company, LLC 122 Albion Street Denver, CO 80220
	Rocket Resources, LLC 6337 Shenandoah Avenue Firestone, CO 80504
	Genesis Investments 1640 37 th Avenue Greeley, CO 80634
	Ryan C. Smith 1640 37 th Avenue Greeley, CO 80634
	Smith Energy Corp. 12706 Shiloh Road Greeley, CO 80631-9493
<u>Additional Mineral Interest Owners:</u>	<u>Additional Mineral Interest Owners:</u>
Centennial Farms, a Colorado general partnership 1709 Whistle Pig Lane Broomfield, CO 80020	Estate of Louis P. Foster 514 South Cedar Yuma, CO 80759
E. Christine Sitzman 71 Kahil Place Ft. Lupton, CO 80621	Roy L. Foster and Wanda L. Foster 2349 County Road, Unit #41 Yuma, CO 80759

Bonnie Taylor Wulff 117 Ball Court Menands, NY 12204	
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Township 6 North, Range 61 West
Section 22: E/2

<u>Surface Interest Owner (NE/4):</u>	<u>Lessees:</u>
Lawrence D. Allison and Shirley J. Allison Joint Tenancy Trust dated March 22, 2004 713 West Lincoln Lane Des Plaines, IL 60018-5550	DJ Resources, LLC 1600 Broadway, Suite 1960 Denver, CO 80202
<u>Surface and Mineral Interest Owner (SE/4):</u>	<u>Lessees:</u>
Francis C. Kettl 1709 Arthur Drive Colleyville, TX 76034-5542	November First Company, LLC 122 Albion Street Denver, CO 80220
	Rocket Resources, LLC 6337 Shenandoah Avenue Firestone, CO 80504
	Genesis Investments 1640 37 th Avenue Greeley, CO 80634
	Ryan C. Smith 1640 37 th Avenue Greeley, CO 80634
	H & R Well Services, Inc. 17509 Road 14 Fort Morgan, CO 80701
<u>Additional Mineral Interest Owners:</u>	<u>Additional Mineral Interest Owners:</u>

Florence I. Schmeidler 29340 County Road 358 P.O. Box 1157 Buena Vista, CO 81211-9688	Roger Alsdorf 2600 South Kanner Highway S-9 Stuart, FL 34994
Regina Alsdorf 5784 Robinhood Drive El Sabrante, CA 94803	Russell Alsdorf and Jodean Alsdorf 3240 SE West Snow Road Port St. Lucie, FL 34994
Edwin W. Alsdorf 709 Hibiscus Avenue Stuart, FL 34996	Vincent Dennis Kettl, a/k/a Dennis V. Kettl 1812 14 th Avenue Greeley, CO 80631
George G. Vaught, Jr. P.O. Box 13557 Denver, CO 80201-3557	Paul L. McCulliss P.O. Box 3248 Littleton, CO 80161-3248
Shirley J. Allison 713 West Lincoln Lane Des Plaines, IL 60018-5550	Estate of Raymond T. Kettl 4820 Gray Street Denver, CO 80212-2727
The Michael Raymond Kettl Trust 5690 West 75 th Drive Arvada, CO 80008	The Kathleen M. Kettl Trust 5690 West 75 th Drive Arvada, CO 80008
Robert A. Kettl and Donna Kettl 4627 South 93 rd East Avenue Tulsa, OK 74145-7239	

Township 6 North, Range 61 West
Section 23: N/2SW/4 and SW/4SW/4

<u>Surface Interest Owners:</u>	<u>Lessees:</u>
Michael K. Krier and Mary Sue Krier, JT 6001 W. 21 st Street Greeley, CO 80634	Colorado Drilling Partners, LLC c/o Zenergy, Inc. One Warren Place 6100 South Yale Avenue, Suite 1700 Tulsa, OK 74136

	Terry J. Cammon 10455 W. 73 rd Place Arvada, CO 80005
	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 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
<u>Mineral Interest Owners:</u>	<u>Mineral Interest Owners:</u>
Charlene Allmer 522 Colorado Avenue Brush, CO 80723	Donna M. Behring 2345 W. 16 th Street, #205 Greeley, CO 80634
Margaret Stoltman Mitchell 825 Hall Avenue, #1 Grand Junction, CO 81501	Valerie Hinchee 4305 Perth Court N. Fort Meyers, FL 33903
William E. Behring 4305 Perth Court N. Fort Meyers, FL 33903	Ernest "Ernie" Behring 120 37 th Street, #8 Evans, CO 80620
Laurie Behring 3840 Pueblo Street Evans, CO 80620	Heather Behring 3840 Pueblo Street Evans, CO 80620
	Ashley Behring 3840 Pueblo Street Evans, CO 80620

Township 6 North, Range 61 West
Section 23: SE/4SW/4

	<u>Lessees:</u>
	None/Open
<u>Surface and Mineral Interest Owners:</u>	<u>Surface and Mineral Interest Owners:</u>
James and Cynthia Stricklin, Trustees James and Cynthia Stricklin Living Trust dated May 7, 1996 P. O. Box 11 Tranquility, CA 93668	Donald V. Jones and Sarah D. Jones, Trustees Donald V. Jones and Sarah D. Jones Living Trust, dated May 11, 2010 5204 W. Birch Fresno, CA 93722
Robert B. Jones and Gloria I. Jones, Trustees Robert B. Jones and Gloria I. Jones Living Trust, dated June 30, 2009 3203 W. Fremont Avenue Fresno, CA 93711	Laura L. Swift, Trustee Laura L. Swift Trust, dated June 1, 2012 1535 Big Valley Drive Colorado Springs, CO 80919
Susan P. Jones, Trustee Susan Pearl Jones Trust 7731 N. Barcus Fresno, CA 93722	

Township 6 North, Range 61 West
Section 23: NE/4SE/4 and S/2SE/4

<u>Surface Interest Owners:</u>	<u>Lessees:</u>
Wickstrom Land, LLC 33052 County Road 3 Orchard, CO 80649	Caerus Washco LLC 600 17 th Street, Suite 1600N Denver, CO 80202
<u>Mineral Interest Owners:</u>	<u>Mineral Interest Owners:</u>

Barbara G. Owens 1250 Humboldt Street, Apt. #1701 Denver, CO 80218	G. Charles Gadbois 2152 Quartz Cliff Street, #103 Las Vegas, NV 89117
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Township 6 North, Range 61 West
Section 24: N/2NW/4, SW/4NW/4

<u>Surface and Mineral Interest Owners:</u>	<u>Lessees:</u>
Susan Pearl Jones Trust 7731 N. Barcus Avenue Fresno, CA 93722	Bill Barrett Corporation 1099 18 th Street, Suite 2300 Denver, CO 80202
Donald V. Jones and Sarah D. Jones Living Trust 5204 W. Birch Fresno, CA 93722	
Robert B. Jones and Gloria I. Jones Living Trust 3203 W. Fremont Avenue Fresno, CA 93711	
James and Cynthia Stricklin Living Trust P.O. Box 11 Tranquility, CA 93668	
Laura L. Swift Trust 1535 Big Valley Drive Colorado Springs, CO 80919	
<u>Additional Mineral Interest Owners:</u>	<u>Additional Mineral Interest Owners:</u>
XTO Energy, Inc. 810 Houston Street Fort Worth, TX 76102	Kerr-McGee Oil & Gas Onshore LP 1099 18 th Street, #1800 Denver, CO 80202
Katharine T. Johnston 948 Lincoln Street Lander, WY 82520	Emily Howard Qts. 3-W Fort McPherson, GA 30330

Florence J. Miller 154 Ash Street Park Forest, IL 60466	Elizabeth J. Thompson 948 Lincoln Street Lander, WY 82520
Mary Bliss Delaney 5924 Pacific Coast Highway No. 2 Redondo Beach, CA 90277	Barbara Bliss Smith 2421 West 12 th Street Greeley, CO 80631
Estate of Charlotte Bliss Clayton 1636 37 th Avenue Greeley, CO 80634	Estate of Martha Bliss Duncan, a/k/a Martha Bliss Hood 1527 N. Sweetwater Lane Farmington, UT 84025
Karl Edward Bliss, Jr. Star Rt. Box 14-C LaCoste, TX 78039	Walter Bliss 23442 El Toro Road, Bldg. 2 Lake Forest, CA 92630-6992
Bliss Family Trust 455 East La Loma Avenue Somis, CA 93066	Greasewood Investment Company 321 Lake Street Fort Morgan, CO 80701
Barbara Jean Hunter 2557 West Crown King Drive Tucson, AZ 85741	Edward N. Juhan 7115 West 9 th Avenue Lakewood, CO 80215
Juhan Limited Partnership 1802 West Grant Road, Suite 110 Tucson, AZ 85745	HLA Royalties LLC 6656 Pike Circle Larkspur, CO 80118
Wells Fargo - c/o Industry Consulting Group P.O. Box 659 Wichita Falls, TX 76307-0659 RE: M Virginia Downing Warwick	Wells Fargo - c/o Industry Consulting Group P.O. Box 659 Wichita Falls, TX 76307-0659 RE: M Dorothy Downing Warwick
Wells Fargo - c/o Industry Consulting Group P.O. Box 659 Wichita Falls, TX 76307-0659 RE: M Mary Downing Warwick	

Township 6 North, Range 61 West
Section 24: SE/4NW/4, N/2SW/4

<u>Surface and Mineral Interest Owners:</u>	<u>Lessees:</u>
David K. Schettler and Mary C. Schettler 424 Woonsocket Lane Silver Spring, MD 20905	Bonanza Creek Energy Operating Company, LLC 410 17 th Street, Suite 1400 Denver, CO 80202
Karen J. Schettler 11308 Kettering Way Upper Marlboro, MD 20774	Western Operating Company 518 17 th Street, Suite 200 Denver, CO 80202
Janet L. Speak 7197 Peekskill Drive Fredrick, MD 21702	Rocket Resources, LLC 6337 Shenandoah Avenue Firestone, CO 80504
Leanne Matzen, Trustee of the Matzen Family Trust, UDT April 27, 1990 1367 San Elijo Avenue Cardiff, CA 92007	Genesis Investments 1640 37 th Avenue Greeley, CO 80634
William and Barbara Jehl Family Trust 871 Oleander Place Escondido, CA 92027	Ryan C. Smith 1640 37 th Avenue Greeley, CO 80634
Dancz Family Trust UDT 3/6/2012 1155 Goldenrod Street Escondido, CA 92027	Smith Energy Corp. 12706 Shiloh Road Greeley, CO 80631-9493
<u>Additional Mineral Interest Owner:</u>	
W and M Land, LLC 3837 Union Court P.O. Box 437 Wheat Ridge, CO 80034	

Township 6 North, Range 61 West

Section 24: S/2SW/4

<u>Surface Interest Owners:</u>	<u>Lessees:</u>
Wickstrom Land LLC 33052 County Road 3 Orchard, CO 80649	Caerus Washco LLC 600 Seventeenth Street, Suite 1600N Denver, CO 80202
<u>Mineral Interest Owners:</u>	<u>Mineral Interest Owners:</u>
Barbara G. Owens 1250 Humboldt Street, Apt. 1701 Denver, CO 80218	G. Charles Gadbois, a/k/a Charles G. Gadbois 2152 Quartz Cliff Street, #103 Las Vegas, NV 89117

Township 6 North, Range 61 West

Section 25: NW/4NW/4

<u>Surface Interest Owners:</u>	<u>Mineral Interest Owners:</u>
Wickstrom Land, LLC 33052 CR 3 Orchard, CO 80649	Estate of Esther A. Furrow c/o Edward H. Tergeson, Personal Representative 27533 Highway 392 Gill, CO 80624
<u>Lessees:</u>	<u>Lessees:</u>
Acoma Energy, LLC 3801 E. Florida Avenue, Suite 508 Denver, CO 80210	Caerus Washco LLC 600 17 th Street, Suite 1600N Denver, CO 80202
Pegasus Minerals, LLC 3500 Oak Lawn Avenue Dallas, TX 75219	Joint Resources Company 5416 Birchman Avenue Fort Worth, TX 76107-5111

<u>Additional Mineral Interest Owner:</u>	<u>Additional Mineral Interest Owner:</u>
Barbara G. Owens 1250 Humboldt Street, Apt. 1701 Denver, CO 80218	G. Charles Gadbois 2152 Quartz Cliff Street, #103 Las Vegas, NV 89117

Township 6 North, Range 61 West
Section 26: N/2NE/4

<u>Surface Interest Owners:</u>	<u>Lessees:</u>
Wickstrom Land, LLC 33052 CR 3 Orchard, CO 80649	Acoma Energy, LLC 3801 E. Florida Avenue, Suite 508 Denver, CO 80210
	Pegasus Minerals, LLC 3500 Oak Lawn Avenue Dallas, TX 75219
	Prima Exploration, Inc. 100 Fillmore Street, Suite 450 Denver, CO 80206
	Caerus Washco LLC 600 17 th Street, Suite 1600N Denver, CO 80202
<u>Mineral Interest Owners:</u>	<u>Mineral Interest Owners:</u>
Edward H. Tergeson 27533 Highway 392 Gill, CO 80624	Inger Marie Grizzell 2420 W. 107 th Drive Westminster, CO 80234
Donald Edson Furrow 13250 NE 40 th Lane Williston, FL 22696-6009	Elaine Knox 5327 Park Shore Houston, TX 77084
Richard Barton Furrow 4911 Westridge Drive Ft. Collins, CO 80526	Katheen Joyce Furrow 1265 Race Street, #707 Denver, CO 80206
<u>Additional Mineral Interest Owner:</u>	<u>Additional Mineral Interest Owner:</u>

Michael K Krier and Mary Sue Krier 60001 21 st Street Greeley, CO 80634	Barbara G. Owens 1250 Humboldt Street, Apt. 1701 Denver, CO 80218
G. Charles Gadbois 2152 Quartz Cliff Street, #103 Las Vegas, NV 89117	

Township 6 North, Range 61 West
Section 26: N/2NW/4

<u>Surface Interest Owners:</u>	
Michael K. Krier and Mary Sue Krier 6001 West 21 st Street Greeley, CO 80634	
<u>Mineral Interest Owners:</u>	<u>Mineral Interest Owners:</u>
Stephen William Runge & Jo Ann Runge 811 North Elm Street Yuma, CO 80759	High Plains Minerals, Inc. 217 Main Street, Box 15 Canadian, TX 79014
The Anstandig Family Trust c/o Leonard and Mary Ann Anstandig, Trustees 360 East Shafer Road Pinckney, MI 48169	Sally June Baker 1709 Paris Street Aurora, CO 80010
John D. Stephenson Family Trust c/o Margaret A. Stephenson, Trustee 1575 Ocean Shore Blvd., #602 Ormond Beach, FL 32176	The Grandchildren's Trust I c/o Robin L. Peppler, Trustee 2131 62 nd Avenue Greeley, CO 80634
The Grandchildren's Trust II c/o Richard Bartles, Trustee 2131 62 nd Avenue Greeley, CO 80634	
<u>Lessees:</u>	

Foundation Energy Management, LLC 16000 Dallas Parkway, Suite 875 Dallas, TX 75248	Acoma Energy, LLC 3801 E. Florida Avenue, Suite 508 Denver, CO 80210
Prima Exploration, Inc. 100 Fillmore Street, Suite 450 Denver, CO 80206	

EXHIBIT H
attached to Greasewood North Unit Application
Mineral Interest Owners and Working Interest Owners Within ¼ Mile Of Proposed Injection Well

Foundation Energy Fund III-B Holding, LLC
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 III-A, L.P.
16000 Dallas Parkway, Suite 875
Dallas, TX 75248

Foundation Energy Fund IV-A, L.P.
16000 Dallas Parkway, Suite 875
Dallas, TX 75248

Township 6 North, Range 61 West
Section 14: W2SW

BONNIE TAYLOR WULFF
117 BALL COURT
MENANDS, NEW YORK 12204

MELLISA A. KNIEVAL-NATHASON
12300 MONLCITO BLVD
SEAL BEACH, CA 90740

E. CHRISTINE SITZMAN
71 KAHIL PLACE
FT. LUPTON, CO 80621

LEIGH ANN GERK
4501 W. 23RD STREET
GREELEY, CO 80634

ROY L. FOSTER AND WANDA L. FOSTER
2349 COUNTY ROAD
UNIT #41
YUMA, CO 80759

DAVID KNIEVEL
2381 N. I-76 FRONTAGE ROAD
WIGGINS, CO 80654

SCOTT T. FRANK
1269 HILLTOP CIRCLE
WINDSOR, CO 80550

ROBB A. KNIEVAL
12300 MONLCITO BLVD
SEAL BEACH, CA 90740

JAMES E. FRANK
2309 KIRKVIEW
LOVELAND, CO 80538

ROBB A. KNIEVAL
2381 N. I-76 FRONTAGE ROAD
WIGGINS, CO 80654

Township 6 North, Range 61 West
Section 14: E2SW, W2SE

PAUL N. BABB
290 WESTDALE DRIVE
SANTA CRUZ, CA 95060

STEPHEN CRAIG & GAIL PERRIGO
1338 FOURTH STREET
KIRKLAND, WA 98033

Township 6 North, Range 61 West
Section 23: NW/4

DENNIS KETTL
1812 14TH AVENUE
GREELEY, CO 80631

EDWIN ALSDORF
709 SE HIBISCUS AVENUE
STUART, FL 34996-3604

FRANCIS C KETTL
1709 ARTHUR DRIVE
COLLEYVILLE, TX 76034

RETHA MCVEY
13215 BRAUN ROAD
GOLDEN, CO 80401

SHIRLEY J ALLISON
713 WEST LINCOLN LANE
DES PLAINES, IL 60018

PAUL L MCCULLISS
PO BOX 3248
LITTLETON, CO 80161-3248

KATHLEEN M KETTL TRUST
5960 W 75TH DR
ARVADA, CO 80003

Township 6 North, Range 61 West
Section 23: NWNE

ASHLEY BEHRING
3840 PUEBLO STREET
EVAN, CO 80620

DONNA BEHRING
704 22ND STREET #706
GREELEY, CO 80631

HEATHER BEHRING
3840 PUEBLO STREET
EVANS, CO 80620

DONNA L KETTL
4627 S 93RD E AVENUE
TULSA, OK 74145

FLORENCE SCHMEIDLER
PO BOX 1157
BUENA VISTA, CO 81211-1157

REGINA ALSDORF
PR OF THE ESTATE OF ROGER ALSDORF
5784 ROBIN HOOD DRIVE EL SOBRANTE,
CA 94803

RUSSELL E ALSDORF
3240 SE WEST SNOW ROAD PORT ST
LUCIE, FL 34984

GEORGE G VAUGHT JR
P O BOX 13557
DENVER, CO 80201-9279

MICHAEL RAYMOND KETTL TRUST
5960 W 75TH DR
ARVADA, CO 80003

CHARLENE LONGACRE
10348 ROAD Q
FT MORGAN, CO 80701

ERNEST L BEHRING
3610 BOULDER STREET
EVANS, CO 80620

LAURIE BEHRING
3840 PUEBLO STREET
EVANS, CO 80620

VALERIE L HINCHEE
547 CORAL DRIVE
CAPE CORAL, FL 33904

WILLIAM E BEHRING
547 CORAL DRIVE
CAPE CORAL, FL 33904

MARGARET K STOLTMAN
825 HALL AVENUE #1
GRAND JUNCTION, CO 80501

Lessees:

NOVEMBER FIRST COMPANY, LLC
122 ALBION STREET
DENVER, CO 80220

BONANZA CREEK ENERGY OPERATING
COMPANY, LLC
410 17TH STREET, SUITE 1400
DENVER, CO 80202

NOBEL ENERGY INC.
C/O KE ANDREWS & COMPANY
3615 S HURON ST.
STE 200
ENGLEWOOD, CO 80110

Additional Mineral Interest Holders:

CENTENNIAL FARMS, A COLORADO
GENERAL PARTNERSHIP
1709 WHISTLE PIG LANE
BROOMFIELD, CO 80020

EXHIBIT G
to Greasewood North Unit Application – owners within ½ mile of Application Lands

Mineral Estate and Working Interest Owners

Township 6 North – Range 61 West, 6th P.M.

Section 13: SW/4NW/4, SW/4

Section 14: SW/4NW/4, W/2SW/4, E/2SE/4, SE/4NE/4

Section 15: SE/4, SE/4NE/4

Section 22: E/2

Section 23: NE/4SE/4, S/2SE/4, SW/4

Section 24: W/2

Section 25: NW/4NW/4

Section 26: N/2N/2

Weld County, Colorado
Effective Date: April 20, 2015

Township 6 North, Range 61 West

Section 13: SW/4NW/4, SW/4

<u>Surface and Mineral Interest Owner:</u>	<u>Lessees:</u>
Douglas P. Haschke 6024 Highland Hills Court Fort Collins, CO 80528-9334	Bonanza Creek Energy Operating Company, LLC 410 17 th Street, Suite 1400 Denver, CO 80202
	Synergy Resources Corporation 20203 Highway 60 Platteville, CO 80651
	Diamond Operating, Inc. 6666 Gunpark Drive, Suite 200 Boulder, CO 80301

<u>Additional Mineral Interest Owners:</u>	<u>Additional Mineral Interest Owners:</u>
Barbara Jean Hunter 2557 West Crown King Drive Tucson, AZ 85741	Edward N. Juhan 7115 West 9 th Avenue Lakewood, CO 80215
Juhan Limited Partnership 1802 West Grant Road, Suite 110 Tucson, AZ 85745	Centennial Mineral Holdings, LLC 5950 Cedar Springs Road, Suite 200 Dallas, TX 75235
Morton M. Pepper and Eloyce D. Pepper 1900 East Girard Place, Apt. 402 Englewood, CO 80113-3112	Stanley L. Schrier and Peggy Schrier, Trustees of the Stanley L. Schrier and Peggy H. Schrier Trusts, U/A/D 7/22/1982 654 Cabrillo Stanford, CA 94305
HLA Royalties LLC 6656 Pike Circle Larkspur, CO 80118	

Township 6 North, Range 61 West
Section 14: E/2SE/4, SE/4NE/4

<u>Surface and Mineral Interest Owners:</u>	
Juhland L.C. c/o Glen Juhl 350 W. 13th Street Garner, IA 50438	
<u>Lessees:</u>	<u>Lessees:</u>
Caerus Washco LLC 600 17 th Street, Suite 1600 North Denver, CO 80202	Western Operating Company 518 17th Street, Suite 1680 Denver, CO 80202
Steven G. Kirkwood and Donna P. Kirkwood 473 S. Sherman Denver, CO 80209	Caribou Resources, LLC 3081 S. Spruce Way Denver, CO 80231

Swanson Production Company 339 Indian Paintbrush Drive Golden, CO 80401	Dave Majewski 11823 S. Maxwell Hill Road Littleton, CO 80127
Latitudes Research, LLC 313 Jones Creek Circle Pine, CO 80740	RJC Energy, Inc. 27250 Craig Lane Golden, CO 80401
RJC Ventures, LLC 27250 Craig Lane Golden, CO 80401	NB Waechter & Associates, Inc. 6059 S. Elati Street Littleton, CO 80231
T Bar S Oil, Inc. 102 Mission Bay Drive Polson, MT 59860	

Township 6 North, Range 61 West
Section 14: SW/4NW/4, W/2SW/4

<u>Surface Interest Owners:</u>	<u>Lessees:</u>
Wickstrom Land LLC 33052 County Road 3 Orchard, CO 80649	Bonanza Creek Energy Operating Company, LLC 410 17 th Street, Suite 1400 Denver, CO 80202
	Diamond Resources Co. P.O. Box 1938 Williston, ND 58802
	Noble Energy Inc. c/o KE Andrews & Company 3615 S Huron Street, Suite 200 Englewood, CO 80110
<u>Mineral Interest Owners:</u>	<u>Mineral Interest Owners:</u>
Christine Sitzman 71 Kahil Place Fort Lupton, CO 80621	Roy L. Foster and Wanda L. Foster 2349 County Road 41, Unit #41 Yuma, CO 80759

Scott T. Frank 1269 Hilltop Circle Windsor, CO 80550	James E. Frank 2309 Kirkview Loveland, CO 80538
Leigh Ann Gerk 4501 W. 23rd Street Greeley, CO 80634	David Knievel 2381 N. I-76 Frontage Road Wiggins, CO 80654
Robb A. Knieval 12300 Monlcito Blvd. Seal Beach, CO 90740	Robb A. Knieval 2381 N. I-76 Frontage Road Wiggins, CO 80654
Bonnie Taylor Wulff 117 Ball Court Menands, NY 12204	Mellisa A. Knieval-Nathason 12300 Monlcito Blvd. Seal Beach, CO 90740
<u>Additional Mineral Interest Owners:</u>	<u>Additional Mineral Interest Owners:</u>
Centennial Farms 1709 Whistle Pig Lane Broomfield, CO 80020	Virginia Ann Gross 1015 Newton Avenue Kansas City, MO 64126
Nancy Catherine Levy-Glossip 11530 Varner Road Odessa, MO 64076	

Township 6 North, Range 61 West
Section 15: SE/4NE/4

<u>Surface and Mineral Interest Owners:</u>	<u>Lessees:</u>
Victoria Hansen 4925 N. 73 rd Street, Apt. 12 Scottsdale, AZ 85251-1367	Bill Barrett Corporation 1099 18 th Street, Suite 2300 Denver, CO 80202
Joseph Harrison Hansen, III P.O. Box 10726 Jackson Hole, WY 83002	

John Joseph Hansen 227 Hemingway Lane Weldon Spring, MS 63304	
Warren G. Hansen 5659 High Creek Drive Dallas, TX 75249	
<u>Additional Mineral Interest Owners:</u>	<u>Additional Mineral Interest Owners:</u>
Family Tree Corporation P.O. Box 260498 Lakewood, CO 80226	Ron L. Henry and Wanda L. Henry P.O. Box 182 Kinnear, WY 82516
Cirrus Minerals, LLC 330 Marshall Street, Suite 300 Shreveport, LA 71101	The Robert P. Dykes Revocable Trust, dated October 14, 2011 P.O. Box 260498 Lakewood, CO 80226
The J. Christopher Dykes Revocable Trust, dated October 10, 2012 P.O. Box 260498 Lakewood, CO 80226	The Michael L. Dykes Revocable Trust, dated October 10, 2012 P.O. Box 260498 Lakewood, CO 80226
Futura, LLC 9302 S. 83 rd Court Hickory Hills, IL 60457	Dr. Felix Jegede 15911 Katy Fwy. Houston, TX 77094
Sunwest Trust Inc., fbo Kristopher L. Broberg 3240 D Juan Tabo NE Albuquerque, NM 87111	Continental US Management Corp. 14131 Midway Road, #650 Addison, TX 75001
Charles Goldsborough 401(k) P.S. Trust 5527 Stawbridge Terrace Eldersburg, MD 21784	Johnson Holdings, LLC 221 2 nd Avenue NE Kulm, ND 58456
Kirk Duane Kirkegaard PSP, Kirk Kirkegaard, Trustee 8779 Fulton Street Indianola, IA 50125	George A. Fraser 8067 Boca Rio Drive Boca Raton, FL 33433

Frederick H.J. and Rita Ann Wyen Living Trust Agreement 2564 Middle Urbana Road Springfield, OH 45502	GSP Capital, LLC 10609 Turtle Creek Lane Frisco, TX 75035
The Starbridge Group, LLC 13611 Greystone Drive Dallas, TX 75244	Shawn Dayton 25706 Smotherman Road Frisco, TX 75033
Gale Walthall 1506 Evergreen Street Fairbanks, AK 99709	Advantaira Trust, LLC FBO Diana Koenig #7193602 1520 Royal Palm Square Blvd., #320 Fort Myers, FL 33919
Fidelity Venture Capital, LTD C/O Jerry B. Jackson 1800 Norwood, Suite 104 Hurst, TX 76054	Regional Marketing Group, LLC 14901 Quorum Drive, #800 Dallas, TX 75254
The Thomas and Heather Buckley Living Trust dated 8/23/2012 Thomas J. Buckley, Trustee 2310 Royal Oaks Drive Mansfield, TX 76063	Justin W. Hill 2632 Camille Drive Lewisville, TX 75056
Kenneth B. Lyons 7 Daniel Lane Lebanon, NJ 08833	Barbara Ann Pierce 609 Hickory Ct. Hurst, TX 76054
Buckley Family, LLC 2310 Royal Oaks Drive Mansfield, TX 76063	Douglas A. Gorans 4330 120 th Avenue SE Lake Lilian, MN 56253
Advantaira Trust, LLC FBO Mary Katz #7191101 1520 Royal Palm Square Blvd., #320 Fort Myers, FL 33919	Sue A. Casteel 2455 Manor Walk Decatur, GA 30030-1654
ELSR, LP Bengal Jones Group, LLC, General Partner 8080 N. Central Expressway, Suite 1420 Dallas, TX 75026	Richard C. Latham 8625 King George, #236 Dallas, TX 75235

Laura C. Chauvin 302 E. Bayou Road Thibodaux, LA 70301	
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Township 6 North, Range 61 West
Section 15: SE/4

<u>Surface and Mineral Interest Owners:</u>	<u>Lessees:</u>
Douglas P. Haschke 6024 Highland Hills Court Fort Collins, CO 80528-9334	Bonanza Creek Energy Operating Company, LLC 410 17 th Street, Suite 1400 Denver, CO 80202
	November First Company, LLC 122 Albion Street Denver, CO 80220
	Rocket Resources, LLC 6337 Shenandoah Avenue Firestone, CO 80504
	Genesis Investments 1640 37 th Avenue Greeley, CO 80634
	Ryan C. Smith 1640 37 th Avenue Greeley, CO 80634
	Smith Energy Corp. 12706 Shiloh Road Greeley, CO 80631-9493
<u>Additional Mineral Interest Owners:</u>	<u>Additional Mineral Interest Owners:</u>
Centennial Farms, a Colorado general partnership 1709 Whistle Pig Lane Broomfield, CO 80020	Estate of Louis P. Foster 514 South Cedar Yuma, CO 80759

E. Christine Sitzman 71 Kahil Place Ft. Lupton, CO 80621	Roy L. Foster and Wanda L. Foster 2349 County Road, Unit #41 Yuma, CO 80759
Bonnie Taylor Wulff 117 Ball Court Menands, NY 12204	

Township 6 North, Range 61 West
Section 22: E/2

<u>Surface Interest Owner (NE/4):</u>	<u>Lessees:</u>
Lawrence D. Allison and Shirley J. Allison Joint Tenancy Trust dated March 22, 2004 713 West Lincoln Lane Des Plaines, IL 60018-5550	DJ Resources, LLC 1600 Broadway, Suite 1960 Denver, CO 80202
<u>Surface and Mineral Interest Owner (SE/4):</u>	<u>Lessees:</u>
Francis C. Kettl 1709 Arthur Drive Colleyville, TX 76034-5542	November First Company, LLC 122 Albion Street Denver, CO 80220
	Rocket Resources, LLC 6337 Shenandoah Avenue Firestone, CO 80504
	Genesis Investments 1640 37 th Avenue Greeley, CO 80634
	Ryan C. Smith 1640 37 th Avenue Greeley, CO 80634
	H & R Well Services, Inc. 17509 Road 14 Fort Morgan, CO 80701

<u>Additional Mineral Interest Owners:</u>	<u>Additional Mineral Interest Owners:</u>
Florence I. Schmeidler 29340 County Road 358 P.O. Box 1157 Buena Vista, CO 81211-9688	Roger Alsdorf 2600 South Kanner Highway S-9 Stuart, FL 34994
Regina Alsdorf 5784 Robinhood Drive El Sabrante, CA 94803	Russell Alsdorf and Jodean Alsdorf 3240 SE West Snow Road Port St. Lucie, FL 34994
Edwin W. Alsdorf 709 Hibiscus Avenue Stuart, FL 34996	Vincent Dennis Kettl, a/k/a Dennis V. Kettl 1812 14 th Avenue Greeley, CO 80631
George G. Vaught, Jr. P.O. Box 13557 Denver, CO 80201-3557	Paul L. McCulliss P.O. Box 3248 Littleton, CO 80161-3248
Shirley J. Allison 713 West Lincoln Lane Des Plaines, IL 60018-5550	Estate of Raymond T. Kettl 4820 Gray Street Denver, CO 80212-2727
The Michael Raymond Kettl Trust 5690 West 75 th Drive Arvada, CO 80008	The Kathleen M. Kettl Trust 5690 West 75 th Drive Arvada, CO 80008
Robert A. Kettl and Donna Kettl 4627 South 93 rd East Avenue Tulsa, OK 74145-7239	

Township 6 North, Range 61 West
Section 23: N/2SW/4 and SW/4SW/4

<u>Surface Interest Owners:</u>	<u>Lessees:</u>
Michael K. Krier and Mary Sue Krier, JT 6001 W. 21 st Street Greeley, CO 80634	Colorado Drilling Partners, LLC c/o Zenergy, Inc. One Warren Place 6100 South Yale Avenue, Suite 1700 Tulsa, OK 74136

	Terry J. Cammon 10455 W. 73 rd Place Arvada, CO 80005
	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 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
<u>Mineral Interest Owners:</u>	<u>Mineral Interest Owners:</u>
Charlene Allmer 522 Colorado Avenue Brush, CO 80723	Donna M. Behring 2345 W. 16 th Street, #205 Greeley, CO 80634
Margaret Stoltman Mitchell 825 Hall Avenue, #1 Grand Junction, CO 81501	Valerie Hinchee 4305 Perth Court N. Fort Meyers, FL 33903
William E. Behring 4305 Perth Court N. Fort Meyers, FL 33903	Ernest "Ernie" Behring 120 37 th Street, #8 Evans, CO 80620
Laurie Behring 3840 Pueblo Street Evans, CO 80620	Heather Behring 3840 Pueblo Street Evans, CO 80620
	Ashley Behring 3840 Pueblo Street Evans, CO 80620

Township 6 North, Range 61 West
Section 23: SE/4SW/4

	<u>Lessees:</u>
	None/Open
<u>Surface and Mineral Interest Owners:</u>	<u>Surface and Mineral Interest Owners:</u>
James and Cynthia Stricklin, Trustees James and Cynthia Stricklin Living Trust dated May 7, 1996 P. O. Box 11 Tranquility, CA 93668	Donald V. Jones and Sarah D. Jones, Trustees Donald V. Jones and Sarah D. Jones Living Trust, dated May 11, 2010 5204 W. Birch Fresno, CA 93722
Robert B. Jones and Gloria I. Jones, Trustees Robert B. Jones and Gloria I. Jones Living Trust, dated June 30, 2009 3203 W. Fremont Avenue Fresno, CA 93711	Laura L. Swift, Trustee Laura L. Swift Trust, dated June 1, 2012 1535 Big Valley Drive Colorado Springs, CO 80919
Susan P. Jones, Trustee Susan Pearl Jones Trust 7731 N. Barcus Fresno, CA 93722	

Township 6 North, Range 61 West
Section 23: NE/4SE/4 and S/2SE/4

<u>Surface Interest Owners:</u>	<u>Lessees:</u>
Wickstrom Land, LLC 33052 County Road 3 Orchard, CO 80649	Caerus Washco LLC 600 17 th Street, Suite 1600N Denver, CO 80202
<u>Mineral Interest Owners:</u>	<u>Mineral Interest Owners:</u>

Barbara G. Owens 1250 Humboldt Street, Apt. #1701 Denver, CO 80218	G. Charles Gadbois 2152 Quartz Cliff Street, #103 Las Vegas, NV 89117
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Township 6 North, Range 61 West
Section 24: N/2NW/4, SW/4NW/4

<u>Surface and Mineral Interest Owners:</u>	<u>Lessees:</u>
Susan Pearl Jones Trust 7731 N. Barcus Avenue Fresno, CA 93722	Bill Barrett Corporation 1099 18 th Street, Suite 2300 Denver, CO 80202
Donald V. Jones and Sarah D. Jones Living Trust 5204 W. Birch Fresno, CA 93722	
Robert B. Jones and Gloria I. Jones Living Trust 3203 W. Fremont Avenue Fresno, CA 93711	
James and Cynthia Stricklin Living Trust P.O. Box 11 Tranquility, CA 93668	
Laura L. Swift Trust 1535 Big Valley Drive Colorado Springs, CO 80919	
<u>Additional Mineral Interest Owners:</u>	<u>Additional Mineral Interest Owners:</u>
XTO Energy, Inc. 810 Houston Street Fort Worth, TX 76102	Kerr-McGee Oil & Gas Onshore LP 1099 18 th Street, #1800 Denver, CO 80202
Katharine T. Johnston 948 Lincoln Street Lander, WY 82520	Emily Howard Qts. 3-W Fort McPherson, GA 30330

Florence J. Miller 154 Ash Street Park Forest, IL 60466	Elizabeth J. Thompson 948 Lincoln Street Lander, WY 82520
Mary Bliss Delaney 5924 Pacific Coast Highway No. 2 Redondo Beach, CA 90277	Barbara Bliss Smith 2421 West 12 th Street Greeley, CO 80631
Estate of Charlotte Bliss Clayton 1636 37 th Avenue Greeley, CO 80634	Estate of Martha Bliss Duncan, a/k/a Martha Bliss Hood 1527 N. Sweetwater Lane Farmington, UT 84025
Karl Edward Bliss, Jr. Star Rt. Box 14-C LaCoste, TX 78039	Walter Bliss 23442 El Toro Road, Bldg. 2 Lake Forest, CA 92630-6992
Bliss Family Trust 455 East La Loma Avenue Somis, CA 93066	Greasewood Investment Company 321 Lake Street Fort Morgan, CO 80701
Barbara Jean Hunter 2557 West Crown King Drive Tucson, AZ 85741	Edward N. Juhan 7115 West 9 th Avenue Lakewood, CO 80215
Juhan Limited Partnership 1802 West Grant Road, Suite 110 Tucson, AZ 85745	HLA Royalties LLC 6656 Pike Circle Larkspur, CO 80118
Wells Fargo - c/o Industry Consulting Group P.O. Box 659 Wichita Falls, TX 76307-0659 RE: M Virginia Downing Warwick	Wells Fargo - c/o Industry Consulting Group P.O. Box 659 Wichita Falls, TX 76307-0659 RE: M Dorothy Downing Warwick
Wells Fargo - c/o Industry Consulting Group P.O. Box 659 Wichita Falls, TX 76307-0659 RE: M Mary Downing Warwick	

Township 6 North, Range 61 West
Section 24: SE/4NW/4, N/2SW/4

<u>Surface and Mineral Interest Owners:</u>	<u>Lessees:</u>
David K. Schettler and Mary C. Schettler 424 Woonsockett Lane Silver Spring, MD 20905	Bonanza Creek Energy Operating Company, LLC 410 17 th Street, Suite 1400 Denver, CO 80202
Karen J. Schettler 11308 Kettering Way Upper Marlboro, MD 20774	Western Operating Company 518 17 th Street, Suite 200 Denver, CO 80202
Janet L. Speak 7197 Peekskill Drive Fredrick, MD 21702	Rocket Resources, LLC 6337 Shenandoah Avenue Firestone, CO 80504
Leanne Matzen, Trustee of the Matzen Family Trust, UDT April 27, 1990 1367 San Elijo Avenue Cardiff, CA 92007	Genesis Investments 1640 37 th Avenue Greeley, CO 80634
William and Barbara Jehl Family Trust 871 Oleander Place Escondido, CA 92027	Ryan C. Smith 1640 37 th Avenue Greeley, CO 80634
Dancz Family Trust UDT 3/6/2012 1155 Goldenrod Street Escondido, CA 92027	Smith Energy Corp. 12706 Shiloh Road Greeley, CO 80631-9493
<u>Additional Mineral Interest Owner:</u>	
W and M Land, LLC 3837 Union Court P.O. Box 437 Wheat Ridge, CO 80034	

Township 6 North, Range 61 West

Section 24: S/2SW/4

<u>Surface Interest Owners:</u>	<u>Lessees:</u>
Wickstrom Land LLC 33052 County Road 3 Orchard, CO 80649	Caerus Washco LLC 600 Seventeenth Street, Suite 1600N Denver, CO 80202
<u>Mineral Interest Owners:</u>	<u>Mineral Interest Owners:</u>
Barbara G. Owens 1250 Humboldt Street, Apt. 1701 Denver, CO 80218	G. Charles Gadbois, a/k/a Charles G. Gadbois 2152 Quartz Cliff Street, #103 Las Vegas, NV 89117

Township 6 North, Range 61 West

Section 25: NW/4NW/4

<u>Surface Interest Owners:</u>	<u>Mineral Interest Owners:</u>
Wickstrom Land, LLC 33052 CR 3 Orchard, CO 80649	Estate of Esther A. Furrow c/o Edward H. Tergeson, Personal Representative 27533 Highway 392 Gill, CO 80624
<u>Lessees:</u>	<u>Lessees:</u>
Acoma Energy, LLC 3801 E. Florida Avenue, Suite 508 Denver, CO 80210	Caerus Washco LLC 600 17 th Street, Suite 1600N Denver, CO 80202
Pegasus Minerals, LLC 3500 Oak Lawn Avenue Dallas, TX 75219	Joint Resources Company 5416 Birchman Avenue Fort Worth, TX 76107-5111

<u>Additional Mineral Interest Owner:</u>	<u>Additional Mineral Interest Owner:</u>
Barbara G. Owens 1250 Humboldt Street, Apt. 1701 Denver, CO 80218	G. Charles Gadbois 2152 Quartz Cliff Street, #103 Las Vegas, NV 89117

Township 6 North, Range 61 West
Section 26: N/2NE/4

<u>Surface Interest Owners:</u>	<u>Lessees:</u>
Wickstrom Land, LLC 33052 CR 3 Orchard, CO 80649	Acoma Energy, LLC 3801 E. Florida Avenue, Suite 508 Denver, CO 80210
	Pegasus Minerals, LLC 3500 Oak Lawn Avenue Dallas, TX 75219
	Prima Exploration, Inc. 100 Fillmore Street, Suite 450 Denver, CO 80206
	Caerus Washco LLC 600 17 th Street, Suite 1600N Denver, CO 80202
<u>Mineral Interest Owners:</u>	<u>Mineral Interest Owners:</u>
Edward H. Tergeson 27533 Highway 392 Gill, CO 80624	Inger Marie Grizzell 2420 W. 107 th Drive Westminster, CO 80234
Donald Edson Furrow 13250 NE 40 th Lane Williston, FL 22696-6009	Elaine Knox 5327 Park Shore Houston, TX 77084
Richard Barton Furrow 4911 Westridge Drive Ft. Collins, CO 80526	Katheen Joyce Furrow 1265 Race Street, #707 Denver, CO 80206
<u>Additional Mineral Interest Owner:</u>	<u>Additional Mineral Interest Owner:</u>

Michael K Krier and Mary Sue Krier 60001 21 st Street Greeley, CO 80634	Barbara G. Owens 1250 Humboldt Street, Apt. 1701 Denver, CO 80218
G. Charles Gadbois 2152 Quartz Cliff Street, #103 Las Vegas, NV 89117	

Township 6 North, Range 61 West
Section 26: N/2NW/4

<u>Surface Interest Owners:</u>	
Michael K. Krier and Mary Sue Krier 6001 West 21 st Street Greeley, CO 80634	
<u>Mineral Interest Owners:</u>	<u>Mineral Interest Owners:</u>
Stephen William Runge & Jo Ann Runge 811 North Elm Street Yuma, CO 80759	High Plains Minerals, Inc. 217 Main Street, Box 15 Canadian, TX 79014
The Anstandig Family Trust c/o Leonard and Mary Ann Anstandig, Trustees 360 East Shafer Road Pinckney, MI 48169	Sally June Baker 1709 Paris Street Aurora, CO 80010
John D. Stephenson Family Trust c/o Margaret A. Stephenson, Trustee 1575 Ocean Shore Blvd., #602 Ormond Beach, FL 32176	The Grandchildren's Trust I c/o Robin L. Pepler, Trustee 2131 62 nd Avenue Greeley, CO 80634
The Grandchildren's Trust II c/o Richard Bartles, Trustee 2131 62 nd Avenue Greeley, CO 80634	

<u>Lessees:</u>	
Foundation Energy Management, LLC 16000 Dallas Parkway, Suite 875 Dallas, TX 75248	Acoma Energy, LLC 3801 E. Florida Avenue, Suite 508 Denver, CO 80210
Prima Exploration, Inc. 100 Fillmore Street, Suite 450 Denver, CO 80206	

COGCC RULE 507.c.

Troy Swain Weld 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	

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

IN THE MATTER OF THE APPLICATION OF)	CAUSE NO.
FOUNDATION ENERGY MANAGEMENT, LLC FOR)	
UNITIZATION OF THE "D" SAND FORMATION IN)	DOCKET NO. 150700376
GREASEWOOD FIELD, SECTIONS 14 and 23)	
TOWNSHIP 6 NORTH, RANGE 61 WEST, 6 TH P.M.,)	TYPE: UNIT
WELD COUNTY, COLORADO)	

SUPPLEMENTAL EXHIBIT G

Caribou Resources LLC
6174 E. Yale Avenue
Denver, CO 80222

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

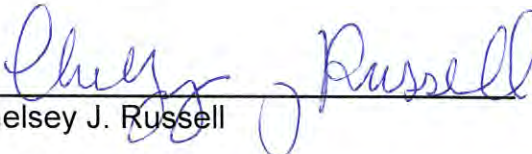
IN THE MATTER OF THE APPLICATION OF) CAUSE NO.
FOUNDATION ENERGY MANAGEMENT, LLC FOR)
UNITIZATION OF THE "D" SAND FORMATION IN) DOCKET NO. 150700376
THE GREASEWOOD "NORTH" FIELD, COVERING)
LANDS IN SECTIONS 14 AND 23, TOWNSHIP 6) TYPE: UNIT
NORTH, RANGE 61 WEST, 6TH P.M., WELD)
COUNTY, COLORADO)

AFFIDAVIT OF MAILING

STATE OF COLORADO §
§
CITY AND COUNTY OF DENVER §

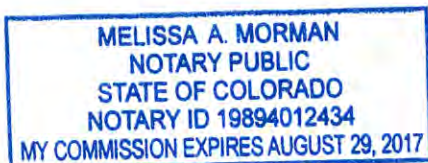
I, Chelsey J. Russell, of lawful age, and being first duly sworn upon my oath, state and declare:

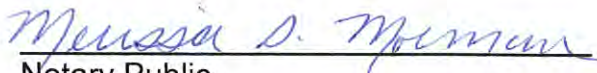
That I am the attorney for Foundation Energy Fund III-A, L.P., Foundation Energy Fund III-B Holding, L.L.C., Foundation Energy Fund IV-A, L.P. and Foundation Energy Fund IV-B Holding, L.L.C., by and through Foundation Energy Management, L.L.C. as manager of each of these four entities (collectively, "Applicant" or "Foundation") and that on or before May 29, 2015, I caused a copy of the attached Application to be deposited in the United States mail, postage prepaid, addressed to the parties listed on Exhibit A to the Application.


Chelsey J. Russell

Subscribed and sworn to before me June 1, 2015.

Witness my hand and official seal.




Notary Public
My commission expires: 8/29/2017