



ASSIGNMENT, DEED AND BILL OF SALE

Atascosa County, Texas

KNOW ALL MEN BY THESE PRESENTS:

This Assignment, Deed and Bill of Sale (this "*Assignment*"), effective for all purposes as of 12:01 a.m. Central Time on April 1, 2018 (the "*Effective Time*"), is from **TEXAS AMERICAN RESOURCES I, LLC**, a Texas limited liability company, whose address is 201 W 5th St., Suite 1300, Austin, Texas 78701 ("*Assignor*"), in favor of **VOG PALO VERDE LP**, a Delaware limited partnership, whose address is 13301 Galleria Circle, Suite 300, Austin, Texas 78738 ("*Assignee*" and together with Assignor, each a "*Party*" and collectively the "*Parties*").

1. Assignor, for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, does hereby GRANT, BARGAIN, DEED, SELL, ASSIGN, TRANSFER AND CONVEY to Assignee, subject to the terms of the Purchase Agreement (as defined below) and the exceptions, reservations, terms and provisions herein contained, all of Assignor's right, title and interest in and to the following described assets and interests (collectively, the "*Assets*"):

(a) the Hydrocarbon leases located within Atascosa County, Texas, including those listed in Exhibit A-1 (collectively, the "*Leases*"), together with any and all other rights, titles and interests of Assignor in and to (i) the leasehold estates created thereby and (ii) the lands covered by the Leases or included in units with which the Leases may have been pooled or unitized (collectively, the "*Lands*"), including in each case, subleases and other leasehold interests, royalty interests, overriding royalty interests, Working Interests, production payments, net profits interests, carried interests, reversionary interests and all other interests of any kind or character;

(b) all wells (including all oil, gas, water, injection and disposal wells) located on the Leases and the Lands or on other leases or lands with which the Leases or the Lands may have been pooled or unitized (collectively, the "*Wells*"), including those listed in Exhibit A-2, in each case whether producing, non-producing, or permanently or temporarily plugged and abandoned, and all Hydrocarbons produced therefrom or allocated thereto from and after the Effective Time and any Hydrocarbons stored in tanks, pipelines (including line packs) or other storage as of the Effective Time (the Leases, the Lands and the Wells being collectively referred to hereinafter as the "*Properties*" or individually a "*Property*");

(c) all rights and interests in, under or derived from all unitization and pooling agreements in effect with respect to the Properties and the units created thereby which accrue or are attributable to the interests of Assignor in the Properties;

(d) all Applicable Contracts, including those described on Schedule 4.7 of the Purchase Agreement, but only with respect to rights and obligations arising thereunder from and after the Effective Time; *provided, however*, that this Section 1(d) shall not limit Assignee's rights and obligations in respect of the Assumed Obligations;

(e) to the extent that they may be assigned without payment of a fee or other additional consideration, all Permits, licenses, servitudes, easements, rights-of-way (including those set forth on Exhibit B) and other surface agreements to the extent used or held for use in connection with the ownership or operation of the Properties or the Personal Property (the

“Easements”); *provided, however*, that Assignor shall use commercially reasonable efforts to obtain any consents required to transfer the Easements;

(f) all equipment, machinery, inventory, fixtures, and other personal and mixed property, operational and nonoperational, known or unknown, located on the Properties or the other Assets described above, including well equipment, casing, rods, tanks, boilers, buildings, tubing, pumps, motors, inventory, separators, dehydrators, fixtures, machinery, compression equipment, flow lines, pipelines, gathering systems, processing and separation facilities, structures, materials, SCADA and wellhead communication systems and other items used or held for use solely in the operation or maintenance thereof (“*Personal Property*”);

(g) all Imbalances relating to the Properties or other Assets;

(h) all of the rights, titles and interests of Assignor in and to all of the files, records, information and data in Assignor’s possession, whether written or electronically stored (in native format if applicable), relating to the Assets, including: (i) land and title records (including abstracts of title, title opinions and title curative documents); (ii) Contract files; (iii) correspondence; (iv) maps, engineering data and reports (including all environmental files, reports, documents and assessments); (v) log books and Operating Data; (vi) core samples and (vii) facility, well, Tax and accounting records (together, the “*Records*”), which Records will be provided to Assignee in electronic form if so maintained by Assignor and otherwise in paper form; *provided, however*, that the Records shall not include any of the foregoing to the extent considered an Excluded Asset or a transfer or disclosure would be restricted by obligations of confidentiality or to the extent that such information is privileged; *provided, further*, that Assignor shall use commercially reasonable efforts to obtain a waiver of such restrictions;

(i) any claims and causes of action arising under or with respect to any Asset (including all rights of indemnity recovery, set-off and/or refunds and any and all rights and interests of Assignor under any policy or agreement of insurance) and all proceeds arising from such claims and causes of action, including any settlements thereof, to the extent such claims, causes of action and proceeds are attributable to the period after the Effective Time (except to the extent related to the Retained Obligations) or that relate to an Assumed Obligation;

(j) all audit rights arising under any of the Applicable Contracts or otherwise with respect to any period after the Effective Time pertaining to any of the Assets or that relate to an Assumed Obligation;

(k) any amounts held in suspense with respect to the Assets by Assignor or any Third Party on Assignor’s behalf; and

(l) all (i) rights, claims, causes of action, trade credits, accounts receivable, notes receivable, take-or-pay amounts receivable and other receivables and general intangibles, attributable to the Assets with respect to periods of time from and after the Effective Time (except to the extent related to the Retained Obligations); (ii) inchoate liens and security interests in favor of Assignor under any Law or Applicable Contract to the extent arising from, or relating to, the ownership, operation, or sale or other disposition on or after the Effective Time of any of the Assets or to the extent arising in favor of Assignor as the operator of any Property; and (iii) indemnity, contribution, and other such rights in favor of Assignor or its Affiliates against third parties, to the extent relating to the Assumed Obligations or otherwise borne or paid by Assignee under this Assignment or with respect to which Assignee has an obligation thereunder to indemnify Assignor.

SAVING, EXCEPTING, EXCLUDING AND RESERVING to Assignor, and its permitted successors and assigns, the Excluded Assets, TO HAVE AND HOLD the Assets unto Assignee and its successors and assigns.

2. Notwithstanding anything to the contrary contained herein, Assignor hereby saves, excepts, excludes and reserves from the grant and conveyance described herein, unto itself and its successors and assignees, all of Assignor's right, title and interest in and to the following (the "*Excluded Assets*"):

(a) all of Assignor's corporate minute books, financial and Tax records and other business records that relate to Assignor's business other than those directly related to the ownership and operation of the Assets and Assignor's accounting records (other than Operating Data);

(b) all trade credits, all accounts, receivables and all other proceeds, income or revenues attributable to the Assets with respect to any period of time prior to the Effective Time;

(c) all claims and causes of action of Assignor arising under or with respect to any Contracts that are attributable to periods of time prior to the Effective Time (including claims for adjustments or refunds), except to the extent relating to an Assumed Obligation;

(d) all rights and interests of Assignor (i) under any policy or agreement of insurance or indemnity, (ii) under any bond or (iii) to any insurance or condemnation proceeds or awards arising, in each case, from acts, omissions or events, or damage to or destruction of property prior to the Effective Time, in each case, except to the extent relating to an Assumed Obligation;

(e) all Hydrocarbons produced and saved from the Properties with respect to all periods prior to the Effective Time (other than Hydrocarbons stored in tanks, pipelines (including line packs) or other storage as of the Effective Time), together with all proceeds from the sale of such Hydrocarbons;

(f) all claims of Assignor for refunds of or loss carry forwards with respect to (i) Taxes for which Assignor is responsible pursuant to Section 14.1(b) of the Purchase Agreement, (ii) income or franchise Taxes paid by the Assignor or (iii) any Taxes attributable to the Excluded Assets;

(g) all of Assignor's proprietary computer software, patents, trade secrets, copyrights, names, trademarks and logos and all other intellectual property of any kind;

(h) except to the extent covered by an upward adjustment to the Purchase Price, all proceeds, income or revenues (and any security or other deposits made) attributable to the Assets for any period prior to the Effective Time;

(i) all documents and instruments of Assignor that are protected by an attorney-client privilege or that are work product of Assignor's counsel (other than title opinions);

(j) all data that cannot be disclosed to Assignee as a result of confidentiality arrangements under agreements with third Parties; *provided* that Assignor shall use its commercially reasonable efforts to obtain a waiver of such restrictions in order to permit disclosure to Assignee;

- (k) all Seismic data and information;
- (l) all audit rights arising under any of the Applicable Contracts or otherwise with respect to any period prior to the Effective Time or to any of the Excluded Assets, except for any Imbalances and except to the extent relating to an Assumed Obligation;
- (m) all other rights and obligations arising under the Applicable Contracts prior to the Effective Time (except to the extent relating to an Assumed Obligation);
- (n) documents prepared or received by Assignor with respect to (i) lists of prospective purchasers for transactions compiled by Assignor, (ii) bids submitted by other prospective purchasers of the Assets, (iii) analyses by Assignor of any bids submitted by any prospective purchaser, (iv) correspondence between or among Assignor, its representatives and any prospective purchaser and (v) correspondence between Assignor or any of its representatives with respect to any of the bids, the prospective purchasers or the transactions contemplated in the Purchase Agreement;
- (o) any offices, office leases or personal property not directly related to any one or more of the Assets (for example, all vehicles and computers);
- (p) all reserve estimates and economic estimates;
- (q) any Assets that are retained by Assignor pursuant to Section 10.2(c), Section 10.4 or Section 11.1(b) of the Purchase Agreement;
- (r) any Assets which are excluded from the transaction contemplated by the Purchase Agreement by virtue of any express provisions hereof;
- (s) Assignor's bonds, Permits and licenses or other Permits, licenses or authorizations;
- (t) all trade credits, account receivables, note receivables, take or pay amounts receivable and other receivables attributable to the Assets with respect to any period of time prior to the Effective Time (except to the extent relating to an Assumed Obligation);
- (u) all Imbalances relating to the Properties or other Assets arising before the Effective Time;
- (v) all production, proceeds, income, receipts and credits to which Assignor is entitled under Section 2.3 of the Purchase Agreement, except to the extent relating to an Assumed Obligation;
- (w) all abandoned and unclaimed property reportable under any state or local unclaimed property, escheat or similar Law where such property relates to or arose under periods prior to the Effective Time;
- (x) any other property, right, title or other interest of Assignor not specifically described as an "Asset" in Section 1;
- (y) all assets set forth in Schedule 1; and

- (z) copies of all Records.

Assignor and Assignee also agree to the additional following terms and conditions:

3. **Purchase Agreement.** This Assignment shall be effective as of the Effective Time and shall be subject to the terms and conditions of that certain Purchase and Sale Agreement dated as of May 25, 2018 (as amended, the "*Purchase Agreement*") by and between Assignor and Assignee, which terms and conditions are incorporated herein by reference. If there is any conflict between the terms of this Assignment and the terms of the Purchase Agreement, the Purchase Agreement shall control in all respects. The Purchase Agreement, including without limitation the representations, warranties and agreements contained therein, shall not merge into this Assignment. Notwithstanding the foregoing, third parties may conclusively rely on this Assignment to vest title to the Assets in Assignee. Capitalized terms used in this Assignment that are not otherwise defined herein shall have the respective meanings given to them in the Purchase Agreement.

4. **Assumed Obligations.** The Assignee hereby assumes and agrees to timely and fully pay, perform and otherwise discharge, the Assumed Obligations, under the terms of, and subject to the conditions in, the Purchase Agreement.

5. **Special Warranty, Disclaimers and Acknowledgements.**

(a) *Special Warranty.* Assignor warrants Defensible Title to the Properties from and against all persons claiming by, through, and under Assignor and its Affiliates but not otherwise. Except for this foregoing special warranty of title, the assignment is made without warranty of any kind, express, implied or statutory.

(b) *General Disclaimer.* Except as set forth under Section 5(a) above and as and to the extent expressly set forth in Article IV of the Purchase Agreement or the certificates delivered by Assignor at Closing:

(i) Assignor makes no representations or warranties, express, statutory or implied, and Assignor expressly disclaims all liability and responsibility for any representation, warranty, statement or information made or communicated (orally or in writing) to Assignee or any of its Affiliates, employees, agents, consultants or representatives.

(ii) ASSIGNOR EXPRESSLY DISCLAIMS ANY REPRESENTATION OR WARRANTY, EXPRESS, STATUTORY OR IMPLIED, AS TO (A) TITLE TO, OR LIENS OR ENCUMBRANCES UPON, ANY OF THE ASSETS, (B) THE CONTENTS, CHARACTER OR NATURE OF ANY REPORT OF ANY PETROLEUM ENGINEERING CONSULTANT, OR ANY ENGINEERING, GEOLOGICAL OR SEISMIC DATA OR INTERPRETATION RELATING TO THE ASSETS, (C) THE QUANTITY, QUALITY OR RECOVERABILITY OF HYDROCARBONS IN OR FROM THE ASSETS, (D) ANY ESTIMATES OF THE VALUE OF THE ASSETS OR FUTURE REVENUES GENERATED BY THE ASSETS, (E) THE PRODUCTION OF HYDROCARBONS FROM THE ASSETS, (F) THE MAINTENANCE, REPAIR, CONDITION, QUALITY, SUITABILITY, DESIGN OR MARKETABILITY OF THE ASSETS, (G) THE CONTENT, CHARACTER OR NATURE OF ANY INFORMATION MEMORANDUM, REPORTS, BROCHURES, CHARTS OR STATEMENTS (INCLUDING FINANCIAL STATEMENTS) PREPARED BY ASSIGNOR OR THIRD PARTIES WITH RESPECT TO THE ASSETS, (H) ANY

OTHER MATERIALS OR INFORMATION THAT MAY HAVE BEEN MADE AVAILABLE TO ASSIGNEE OR ITS AFFILIATES, OR ITS OR THEIR EMPLOYEES, AGENTS, CONSULTANTS, REPRESENTATIVES OR ADVISORS IN CONNECTION WITH THE TRANSACTIONS CONTEMPLATED BY THIS ASSIGNMENT OR ANY DISCUSSION OR PRESENTATION RELATING THERETO AND (I) ANY IMPLIED OR EXPRESS WARRANTY OF FREEDOM FROM PATENT OR TRADEMARK INFRINGEMENT.

(iii) ASSIGNOR DISCLAIMS ANY REPRESENTATION OR WARRANTY, EXPRESS, STATUTORY OR IMPLIED, OF MERCHANTABILITY, FREEDOM FROM LATENT VICES OR DEFECTS, FITNESS FOR A PARTICULAR PURPOSE OR CONFORMITY TO MODELS OR SAMPLES OF MATERIALS OF ANY ASSETS, RIGHTS OF A PURCHASER UNDER APPROPRIATE STATUTES TO CLAIM DIMINUTION OF CONSIDERATION OR RETURN OF THE PURCHASE PRICE, IT BEING EXPRESSLY UNDERSTOOD AND AGREED BY THE PARTIES HERETO THAT ASSIGNEE SHALL BE DEEMED TO BE OBTAINING THE ASSETS, IN THEIR PRESENT STATUS, CONDITION AND STATE OF REPAIR, "AS IS" AND "WHERE IS" WITH ALL FAULTS OR DEFECTS (KNOWN OR UNKNOWN, LATENT, DISCOVERABLE OR UNDISCOVERABLE), AND THAT ASSIGNEE HAS MADE OR CAUSED TO BE MADE SUCH INSPECTIONS OF THE ASSETS, AS ASSIGNEE DEEMS APPROPRIATE, IN EACH CASE, SUBJECT TO THE TERMS AND CONDITIONS OF THE PURCHASE AGREEMENT.

(iv) ASSIGNOR AND ASSIGNEE AGREE THAT, TO THE EXTENT REQUIRED BY APPLICABLE LAW TO BE EFFECTIVE, THE DISCLAIMERS OF CERTAIN REPRESENTATIONS AND WARRANTIES CONTAINED IN THIS SECTION 5 ARE "CONSPICUOUS" DISCLAIMERS FOR THE PURPOSE OF ANY APPLICABLE LAW.

(c) *Environmental Disclaimers.*

(i) Assignee acknowledges that the Assets have been used for exploration, development and production of oil and gas and that there may be NORM located in, on or under the Assets or associated with the Assets. Equipment and sites included in the Assets may contain NORM. NORM may affix or attach itself to the inside of wells, materials and equipment as scale, or in other forms. The Wells, materials and equipment located on the Assets or included in the Assets may contain NORM. NORM containing material may have come in contact with various environmental media, including water, soils or sediment. Special procedures may be required for the assessment, remediation, removal, transportation or disposal of the NORM from the Assets.

(ii) OTHER THAN THOSE REPRESENTATIONS SET FORTH IN SECTION 4.13 OF THE PURCHASE AGREEMENT, ASSIGNOR HAS NOT AND WILL NOT MAKE ANY REPRESENTATION OR WARRANTY REGARDING ANY MATTER OR CIRCUMSTANCE RELATING TO ENVIRONMENTAL LAWS, THE RELEASE OF MATERIALS INTO THE ENVIRONMENT OR THE PROTECTION OF HUMAN HEALTH, SAFETY, NATURAL RESOURCES OR THE ENVIRONMENT, OR ANY OTHER ENVIRONMENTAL CONDITION OF THE ASSETS, AND NOTHING IN THIS ASSIGNMENT, THE PURCHASE AGREEMENT OR OTHERWISE SHALL BE CONSTRUED AS SUCH A REPRESENTATION OR

WARRANTY, AND SUBJECT TO ASSIGNEE'S RIGHTS UNDER ARTICLE XI AND ARTICLE XII OF THE PURCHASE AGREEMENT, ASSIGNEE SHALL BE DEEMED TO BE TAKING THE ASSETS "AS IS" AND "WHERE IS" WITH ALL FAULTS FOR PURPOSES OF THEIR ENVIRONMENTAL CONDITION AND THAT ASSIGNEE HAS MADE OR CAUSED TO BE MADE SUCH ENVIRONMENTAL INSPECTIONS AS ASSIGNEE DEEMS APPROPRIATE, IN EACH CASE, SUBJECT TO THE TERMS AND CONDITIONS OF THE PURCHASE AGREEMENT.

6. **Separate Assignments.** Separate governmental forms of assignments of the Assets may be executed on officially approved forms by Assignor and Assignee, in sufficient counterparts to satisfy applicable statutory and regulatory requirements. Those assignments shall be deemed to contain all of the exceptions, reservations, warranties, rights, titles, powers and privileges set forth herein as fully as though they were set forth in each such assignment. The interests conveyed by such separate assignments are the same as, and not in addition to, the interests conveyed by this Assignment and are not intended to modify, and shall not modify, any of the terms, covenants and conditions or limitations on warranties set forth in this Assignment and are not intended to create, and shall not create, any representations, warranties or additional covenants of or by Assignor to Assignee.

7. **Binding Obligations.** This Assignment and all rights and covenants in connection herewith shall be binding upon the Parties hereto, and their respective heirs, successors and assigns, and the covenants hereof shall run with the Assets. All Exhibits and Schedules attached hereto are hereby made part hereof and incorporated herein by this reference. This Assignment is intended to be recorded and filed of record. To facilitate recordation, there may be omitted from the Exhibits to this Assignment in certain counterparts descriptions of property located in recording jurisdictions other than the jurisdiction (tax district, county, parish, state or federal agency) in which the particular counterpart is to be filed or recorded.

8. **Subrogation.** To the extent permitted by Law, Assignee shall be subrogated to Assignor's rights in and to representations, warranties and covenants given by others with respect to the Assets, and Assignor hereby grants and transfers to Assignee, its respective successors and assigns, to the extent so transferable and permitted by Law, the benefit of and the right to enforce the covenants, representations and warranties, if any, which Assignor is entitled to enforce with respect to the Assets (but excluding covenants and warranties made by Assignor, its Affiliates, and each of their respective members, partners, directors, managers, officers, employees and agents other than those set forth in the Purchase Agreement).

9. **Governing Law; Venue; Waiver of Jury Waiver.**

(a) This Assignment and the legal relations among the Parties shall be governed and construed in accordance with the Laws of the State of Texas, excluding any conflicts of Law rule or principle that might refer construction of such provisions to the Laws of another jurisdiction.

(b) Each Party consents to personal jurisdiction in any action brought in the state or federal courts located in the State of Texas with respect to any dispute, claim or controversy arising out of, in relation to, or in connection with, this Assignment, the Purchase Agreement, the Transaction Documents or the transactions contemplated thereby and each of the Parties agrees that any action instituted by it against the other with respect to any such dispute, controversy, or claim (except to the extent a dispute, controversy, or claim arising out of, in relation to, or in connection with, title matters pursuant to Section 10.2(h) of the Purchase Agreement, environmental matters pursuant to Section 11.1(g) of the Purchase Agreement or a Settlement Statement Dispute Notice pursuant to Section 3.6 of the Purchase Agreement) will be instituted

exclusively in the state or federal courts located in Harris County, Texas; *provided* that (without limiting the provisions of Section 12.13 of the Purchase Agreement) any claims or causes of action (whether in contract or tort) in connection with the Purchase Agreement against and the Financing Sources, or the Finance Related Parties in any way relating to the Financing and the transactions contemplated thereby shall be governed by and construed in accordance with the internal laws of the State of New York. Each Party (a) irrevocably submits to the exclusive jurisdiction of such courts, (b) waives any objection to laying venue in any such action or proceeding in such courts, (c) waives any objection that such courts are an inconvenient forum or do not have jurisdiction over it, and (d) agrees that service of process upon it may be effected by mailing a copy thereof by registered mail (or any substantially similar form of mail), postage prepaid, to it at its address specified in Section 14.4 of the Purchase Agreement. The foregoing consents to jurisdiction and service of process shall not constitute general consents to service of process in the State of Texas (or New York, as applicable) for any purpose except as provided herein and shall not be deemed to confer any rights on any Person other than the Parties to this Assignment.

(c) TO THE EXTENT NOT PROHIBITED BY APPLICABLE LAW WHICH CANNOT BE WAIVED, THE PARTIES HEREBY WAIVE TRIAL BY JURY IN ANY ACTION, PROCEEDING, OR COUNTERCLAIM BROUGHT BY ANY PARTY AGAINST ANOTHER IN ANY MATTER WHATSOEVER ARISING OUT OF, IN RELATION TO, OR IN CONNECTION WITH, THIS ASSIGNMENT OR THE PURCHASE AGREEMENT. EACH PARTY ACKNOWLEDGES THAT IT HAS BEEN INFORMED BY THE OTHER PARTY THAT THIS SECTION 9 CONSTITUTES A MATERIAL INDUCEMENT UPON WHICH THE PARTIES ARE RELYING AND WILL RELY IN ENTERING INTO THIS ASSIGNMENT AND ANY OTHER AGREEMENTS RELATING HERETO OR CONTEMPLATED HEREBY. ANY PARTY HERETO MAY FILE AN ORIGINAL COUNTERPART OR A COPY OF THIS SECTION 9 WITH ANY COURT AS WRITTEN EVIDENCE OF THE CONSENT OF EACH SUCH PARTY TO THE WAIVER OF ITS RIGHT TO TRIAL BY JURY.

10. **Further Cooperation.** After the Closing, Assignee and Assignor shall execute and deliver, or shall cause to be executed and delivered from time to time, such further instruments of conveyance and transfer, and shall take such other actions as any Party may reasonably request to convey and deliver the Assets to Assignee, to perfect Assignee's title thereto and to accomplish the orderly transfer of the Assets to Assignee in the manner contemplated by this Assignment. If an invoice or other evidence of an obligation is received by a Party, which is partially an obligation of both Assignor and Assignee, then the Parties shall consult with each other, and each shall promptly pay its portion of such obligation to the obligee. At Assignee's sole cost and expense, Assignor agrees to use commercially reasonable efforts to cooperate with Assignee in connection with Assignee's defense and other actions relating to or arising out of any litigation and claims that are Assumed Obligations, including upon reasonable request by making its and its Affiliates' employees that were engaged in the operation of the Assets prior to the Closing available during normal business hours and upon reasonable notice for the purposes of providing testimony, depositions, information and other related activities relating to such litigation and claims.

11. **Counterparts.** This Assignment may be executed in any number of counterparts, and each counterpart hereof shall be deemed to be an original instrument, but all such counterparts shall constitute but one instrument.

12. **Other Definitional and Interpretive Matters.** The provisions of Section 14.16 of the Purchase Agreement shall apply *mutatis mutandis* to this Assignment.

[Signature pages follow]

IN WITNESS WHEREOF, this Assignment is executed and delivered to be effective as of the Effective Time.

ASSIGNOR

TEXAS AMERICAN RESOURCES I, LLC,
a Texas limited liability company

By: TEXAS AMERICAN RESOURCES NEWCO, LLC,
its sole member

By: *David Honeycutt*
Name: David Honeycutt
Title: Chief Executive Officer

ACKNOWLEDGMENT

STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

The foregoing instrument was acknowledged before me this June 27, 2018 by David Honeycutt as Chief Executive Officer of Texas American Resources Newco, LLC, the sole member of Texas American Resources I, LLC on behalf of Texas American Resources I, LLC.



Karen M. White
NOTARY PUBLIC in and for the aforesaid
County and State
Name: *Karen M. White*
Commission Expires: *March 28, 2019*
Notary No. *829135-0*

ASSIGNEE

VOG PALO VERDE LP,

By: VOG Palo Verde GP LLC, its general partner

By: R. Scott Garrick
Name: R. Scott Garrick
Title: Chief Executive Officer

ACKNOWLEDGMENT

STATE OF TEXAS §
 §
COUNTY OF ~~HARRIS~~ Travis §

The foregoing instrument was acknowledged before me this June 29th, 2018 by R. Scott Garrick as Chief Executive Officer of VOG Palo Verde GP LLC, the general partner of VOG Palo Verde LP, a Delaware limited partnership, on behalf of VOG Palo Verde LP.



Haylie Burke
NOTARY PUBLIC in and for the aforesaid
County and State.
Name: Haylie Lemke Burke
Commission Expires: 01-31-2022
Notary No. 131430959

Exhibit A-1

Leases

LEASE NUMBER	LESSOR	LESSEE	LEASE DATE	RECEPTION		VOL	PG	COUNTY	STATE	PROSPECT
TX089001/001	MARGARET BOWMAN	BOILINGSTONE MINERALS II LTD.	4/20/2010	112606 176658 128258	amendment amendment			Atascosa	TX	BOWMAN
TX089001/002	WELLS FARGO BANK, TRUSTEE OF THE BARBARA BOWMAN REVOCABLE TRUST DTD OCT 27, 2006	EOG RESOURCES, INC.	12/21/2011	128257 176656	amendment			Atascosa	TX	BOWMAN
TX089001/003	WELLS FARGO BANK, TRUSTEE OF THE BARBARA BOWMAN REVOCABLE TRUST DTD OCT 27, 2006	EOG RESOURCES, INC.	12/21/2011	128256 176656	amendment			Atascosa	TX	BOWMAN
TX089001/004	MMB MINERALS, LTD., ET AL.	EOG RESOURCES, INC.	12/28/2011	128255 176657	amendment			Atascosa	TX	BOWMAN
TX089001/005	MMB MINERALS, LTD., ET AL.	EOG RESOURCES, INC.	12/28/2011	128254 176657	amendment			Atascosa	TX	BOWMAN

TX089010/001	E L RANCH FAMILY LIMITED PARTNERSHIP	EOG RESOURCES, INC.	11/10/2009	109349 153260	amendment			Atascosa	TX	HURRICANE
TX089010/002	SHIRLEY VIRGINIA MINTON	EOG RESOURCES, INC.	11/1/2011	126398				Atascosa	TX	HURRICANE
TX089010/003	SYLVIA ANN MINTON WEST	CHESAPEAKE EXPLORATION, LLC	5/27/2010	116099				Atascosa	TX	HURRICANE
TX089010/004	JOE EDD MINTON	CHESAPEAKE EXPLORATION, LLC	5/27/2010	115852				Atascosa	TX	HURRICANE
TX089010/005	JOHN PAUL MINTON JR.	CHESAPEAKE EXPLORATION, LLC	5/27/2010	115854				Atascosa	TX	HURRICANE
TX089010/006	PAT MINTON	CHESAPEAKE EXPLORATION, LLC	5/27/2010	115851				Atascosa	TX	HURRICANE
TX089010/007	DELIA SUE MINTON NOWLIN	CHESAPEAKE EXPLORATION, LLC	5/27/2010	115853				Atascosa	TX	HURRICANE
TX089010/008	BILLIE JEAN MINTON RAHMBERG	CHESAPEAKE EXPLORATION, LLC	5/27/2010	116098				Atascosa	TX	HURRICANE
TX089010/009	ELIZABETH JANE MINTON STANTON	CHESAPEAKE EXPLORATION, LLC	5/27/2010	115703				Atascosa	TX	HURRICANE
TX089010/010	RICHARD LEE MINTON, JR.	FOUR P FAMILY HOLDINGS, LP	4/23/2013	141520				Atasoca	TX	HURRICANE
TX089010/011	GUY THOMAS MINTON	FOUR P FAMILY HOLDINGS, LP	4/23/2013	141517				Atascosa	TX	HURRICANE
TX089010/012	MICHAEL JOSEPH MINTON	FOUR P FAMILY HOLDINGS, LP	4/23/2013	141519				Atascosa	TX	HURRICANE
TX089010/013	MOLLY JEANNE PROCK	FOUR P FAMILY HOLDINGS, LP	4/23/2013	141518				Atascosa	TX	HURRICANE

Exhibit A-2

Wells

Well Name	API No.	Field Name	County	State	Operator	Status
BOWMAN EAST 136H	4201335540	EAGLEVILLE (EAGLE FORD-1)	ATASCOSA	TX	TARC	PROD
BOWMAN EAST 137H	4201335517	EAGLEVILLE (EAGLE FORD-1)	ATASCOSA	TX	TARC	PROD
BOWMAN EAST 138H	4201335528	EAGLEVILLE (EAGLE FORD-1)	ATASCOSA	TX	TARC	PROD
BOWMAN EAST 1H	4201334652	EAGLEVILLE (EAGLE FORD-1)	ATASCOSA	TX	TARC	PROD
BOWMAN WEST 141H	4201335435	EAGLEVILLE (EAGLE FORD-1)	ATASCOSA	TX	TARC	PROD
BOWMAN WEST 142H	4201335436	EAGLEVILLE (EAGLE FORD-1)	ATASCOSA	TX	TARC	PROD
BOWMAN WEST 143H	4201335437	EAGLEVILLE (EAGLE FORD-1)	ATASCOSA	TX	TARC	PROD
BOWMAN WEST 144H	4201335438	EAGLEVILLE (EAGLE FORD-1)	ATASCOSA	TX	TARC	PROD
BOWMAN WEST 145H	4201335439	EAGLEVILLE (EAGLE FORD-1)	ATASCOSA	TX	TARC	PROD
BOWMAN WEST 146H	4201335440	EAGLEVILLE (EAGLE FORD-1)	ATASCOSA	TX	TARC	PROD
BOWMAN WEST 1H	4201334804	EAGLEVILLE (EAGLE FORD-1)	ATASCOSA	TX	TARC	PROD
BOWMAN WEST 2H	4201335073	EAGLEVILLE (EAGLE FORD-1)	ATASCOSA	TX	TARC	PROD
HURRICANE UNIT 101H	4201335483	EAGLEVILLE (EAGLE FORD-1)	ATASCOSA	TX	TARC	PROD
HURRICANE -BOWMAN ALOC 102H	4201335484	EAGLEVILLE (EAGLE FORD-1)	ATASCOSA	TX	TARC	PROD
WAUKESHA-PEARCE WATER WELL			ATASCOSA	TX	TARC	

Exhibit B

Rights of Way

TARC LSE NO: TX089002/ROW
GRANTOR: WAUKESHA-PEARCE INDUSTRIES, INC.
GRANTEE: EOG RESOURCES, INC.
CONTRACT DATE: 12/06/2012
RECORDING: UNRECORDED
DESCRIPTION: Access Road Construction Agreement for the Bowman East #1H, Atascosa County, Texas.

TARC LSE NO: TX089011/ROW
GRANTOR: E L RANCH FAMILY LIMITED PARTNERSHIP
GRANTEE: TEXAS AMERICAN RESOURCES I, LLC
CONTRACT DATE: 05/05/2017
RECORDING: 179732 MEMORANDUM
DESCRIPTION: ROW for one pipeline, 12,981.11 feet in length. 20 foot wide ROW being situated in the I. & G.N. RR CO. Survey, Abstract No. 459, I. & G.N. RR CO. Survey, Abstract No. 457, I. & G.N. RR CO. Survey, Abstract No. 484, J. Montgomery Survey, Abstract No. 1372, and the Austin & Williams Survey, Abstract No. 22, Atascosa County, Texas, out of a called 2,605.50 acre tract of land, described as Tract One, in deed to E L Ranch, recorded in Volume 41, Page 379, Official Public Records, Atascosa County, Texas, (O.P.R.A.C.T.), said ROW running from Bowman West 141H-146H battery to Southcross sales point.

TARC LSE NO: TX089013/ROW
GRANTOR: JOSEPH AND JOSEPHINE BALLER
GRANTEE: TEXAS AMERICAN RESOURCES I, LLC
CONTRACT DATE: 08/30/2017
RECORDING: 182140 MEMORANDUM
DESCRIPTION: ROW for two 3" pipelines. 20 foot wide permanent easement being situated in the Austin & Williams Survey, Abstract No. 19, Atascosa County, Texas.

TARC LSE NO: TX089014/SUR
GRANTOR: E L RANCH FAMILY LIMITED PARTNERSHIP
GRANTEE: TEXAS AMERICAN RESOURCES I, LLC
CONTRACT DATE: 07/01/2017
RECORDING: 182813
DESCRIPTION: Surface and subsurface easement: An access road approximately 4,766.76 feet in length and a drilling location of approximately 4 acres constructed for the drilling and production of the Hurricane Unit 101H and the Bowman Hurricane 102H wells located on the Lands as illustrated on Exhibit "A" in the Austin and Williams Survey, A-19, Atascosa County, Texas.

TARC LSE NO: TX089016/ROW
GRANTOR: WAUKESHA-PEARCE INDUSTRIES, LLC
GRANTEE: TEXAS AMERICAN RESOURCES I, LLC
CONTRACT DATE: 08/25/2017
RECORDING: 185843 MEMORANDUM
DESCRIPTION: Temporary license Agreement covering access road to Bowman East 136H – 138H. Strip of land 25' wide and 2,893' long, as described by metes and bounds on Exhibit "A" .

TARC LSE NO: TX089017/SUR
GRANTOR: WAUKESHA-PEARCE INDUSTRIES, LLC
GRANTEE: TEXAS AMERICAN RESOURCES I, LLC
CONTRACT DATE: 08/25/2017
RECORDING: 185844 MEMORANDUM
DESCRIPTION: Surface and subsurface easement granted herein are located upon or under a portion of the lands owned by Grantor situated in the B.B.B. & C. RR. Co. Survey 1090, A-117, Atascosa County, Texas 7.64 acre drill site for the Bowman East 136H-138H wells.

TARC LSE NO: TX089018/ROW
GRANTOR: WAUKESHA-PEARCE INDUSTRIES, LLC
GRANTEE: TEXAS AMERICAN RESOURCES I, LLC
CONTRACT DATE: 08/25/2017
RECORDING: 185517 MEMORANDUM
DESCRIPTION: Easement and ROW for one 8" pipeline, 14,306' in length, over and across Waukesha Pearce, LLC (Surface Owner), situated in Survey 1743, I. & G.N. RR. Co., Abstract 484; Survey 1742, I. & G.N. RR. Co., Abstract 461; Survey 1739, I. & G.N. RR. Co., Abstract 462; Survey 1741, I. & G.N. RR. Co., Abstract 463; Survey 1740, I. & G.N. RR. Co., Abstract 464; Survey 1090, B.B.B. & C. RR. Co., Abstract 117; Atascosa County, Texas.

TARC LSE NO: TX089019/ROW
GRANTOR: E L RANCH FAMILY LIMITED PARTNERSHIP
GRANTEE: TEXAS AMERICAN RESOURCES I, LLC
CONTRACT DATE: 09/01/2017
RECORDING: 185152 MEMORANDUM
DESCRIPTION: ROW for two 3" flowlines servicing the Hurricane Unit 101H and Hurricane Bowman 102H wells: Line A: A 20 foot wide permanent easement, being situated in the Austin & Williams Survey, Abstract No. 19, Atascosa County, Texas, 383.17 feet in length Line B: A 20 foot wide permanent easement being situated in the Austin & Williams Survey, Abstract No. 19, Atascosa County, Texas. Total length: 1652.22 feet.

TARC LSE NO:
GRANTOR:
GRANTEE:
CONTRACT DATE:
RECORDING:
DESCRIPTION:

TX089020/ROW
E L RANCH FAMILY LIMITED PARTNERSHIP
TEXAS AMERICAN RESOURCES I, LLC
11/21/2017
186037

MEMORANDUM

Pipeline ROW, 20' in width over and across E L Ranch Family Ltd. Partnership in two segments. Segment 1: 6" pipeline, 17,189.9' in length; and Segment 2: 8" pipeline, 5,650.7' in length; situated in Survey 961 3/4, J. Montgomery, Abstract 1372, Survey 1743, I. & G.N. RR. Co., Abstract 484, Survey 961 1/2, C. Chapman, Abstract 1267 and Survey 961, S.F. Austin & S.M. Williams, Abstract 19, Atascosa County, Texas.

Schedule 1

Excluded Assets

None.

RECORD'S MEMORANDUM

At the time of recordation, this Instrument was found to be inadequate for the best photographic reproduction because of illegibility, carbon or photo copy, discolored paper, etc. All blockouts, additions and changes were present at the time the instrument was filled and recorded.

**FILED AND RECORDED
OFFICIAL PUBLIC RECORDS**



Diane Gonzales, County Clerk

Atascosa County Texas

July 02, 2018 12:58:12 PM

FEE: \$90.00

NRACKLEY

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ASMT