

ASSIGNMENT, DEED AND BILL OF SALE

Frio 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 Frio 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.

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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

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**ACKNOWLEDGMENT**

STATE OF TEXAS                   §  
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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

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**ACKNOWLEDGMENT**

STATE OF TEXAS

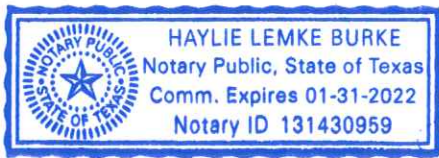
COUNTY OF ~~HARRIS~~ Travis

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The foregoing instrument was acknowledged before me this June 29<sup>th</sup> 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.

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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
TX422001/000A	IRA HILDEBRAND, JR., ET AL	CLAYTON WILLIAMS, JR. W.	8/24/1979			428	294	Frio	TX	SHINER-ANADARKO
TX422012/000	TURMAN INVESTMENT S, LTD., ET AL	TEXAS AMERICAN RESOURCES I, LLC	9/1/2017		amendment	229 235	225 784	Frio	TX	TORTUGA
TX422015/000	THE ESTATE OF IRA P. HILDEBRAND, JR., ET AL.	GEMINI EXPLORATION COMPANY	4/16/1989		amendment	614 0002	233 561	Frio	TX	GEMINI

**Exhibit A-2**

*Wells*

Well Name	API No.	Field Name	County	State	Operator	Status
GPC GEMINI 1H	4216333677	BRISCOE RANCH (EAGLEFORD)	FRIO	TX	TARC	PROD
GPC GEMINI 2H	4216333739	BRISCOE RANCH (EAGLEFORD)	FRIO	TX	TARC	PROD
GPC GEMINI 3H	4216333759	BRISCOE RANCH (EAGLEFORD)	FRIO	TX	TARC	PROD
GPC GEMINI 4H	4216333821	BRISCOE RANCH (EAGLEFORD)	FRIO	TX	TARC	PROD
GPC GEMINI 5H	4216333823	BRISCOE RANCH (EAGLEFORD)	FRIO	TX	TARC	PROD
SHINER RANCH 101H	4216334080	BRISCOE RANCH (EAGLEFORD)	FRIO	TX	TARC	PROD
SHINER RANCH 102H	4216334081	BRISCOE RANCH (EAGLEFORD)	FRIO	TX	TARC	PROD
TORTUGA 107H	4216334089	BRISCOE RANCH (EAGLEFORD)	FRIO	TX	TARC	PROD
TORTUGA 108H	4216334090	BRISCOE RANCH (EAGLEFORD)	FRIO	TX	TARC	TA
TORTUGA 109H	4216334091	BRISCOE RANCH (EAGLEFORD)	FRIO	TX	TARC	TA

**Exhibit B**

*Rights of Way*

**TARC LSE NO:** TX422013/ROW  
**GRANTOR:** SHINER RANCH SOUTHEAST, LTD. BY TURMAN LAND AND CATTLE CO. LLC, ITS SOLE GENERAL PARTNER  
**GRANTEE:** TEXAS AMERICAN RESOURCES I, LLC  
**CONTRACT DATE:** 09/12/2017  
**RECORDING:** VOL. 231 PAGE 95  
**DESCRIPTION:** Access road, being 21,496' more or less (12.337 acres) situated in Survey 977, Austin & Williams, Abstract 6; Survey 29 1/2, M.K. Shiner, Abstract 1033; Survey 1, J. Poitevent, Abstract 554 and Survey 3, J. Poitevent, Abstract 555, Frio County, Texas.

**TARC LSE NO:** TX422017/ROW  
**GRANTOR:** **CHT, LTD**  
**GRANTEE:** TEXAS AMERICAN RESOURCES I, LLC  
**CONTRACT DATE:** 04/11/2018 EFF. 04/01/2018  
**RECORDING:** VOL. 242 PAGE 515 MEMORANDUM  
**DESCRIPTION:** Pipeline ROW for one 4" line, 8,316.1' in length, 20' in width situated in Survey 975, Austin & Williams A-7; and Survey 977, Austin & Williams A-6 , Frio County, Texas.

**TARC LSE NO:** TX422018/SUR  
**GRANTOR:** SHINER RANCH SOUTHEAST, LTD.  
**GRANTEE:** TEXAS AMERICAN RESOURCES I, LLC  
**CONTRACT DATE:** 09/14/2017  
**RECORDING:** VOL. 243 PAGE 693 MEMORANDUM  
**DESCRIPTION:** **Tank battery facility**, 2 acres more or less, situated in the J. Poitevent Survey 3, Abstract 555, Frio County, Texas.

**TARC LSE NO:** TX422019/ROW  
**GRANTOR:** SHINER RANCH SOUTHEAST, LTD.  
**GRANTEE:** TEXAS AMERICAN RESOURCES I, LLC  
**CONTRACT DATE:** 02/01/2018  
**RECORDING:** VOL. 243 PAGE 707 MEMORANDUM  
**DESCRIPTION:** Pipeline ROW, 431.5 feet more or less, over and across Shiner Ranch Southeast, Ltd., situated in Survey 4, J. Poitevent, Abstract 977 and Survey 3, J. Poitevent, Abstract 555, Frio County, Texas.

**TARC LSE NO:** TX422020/ROW  
**GRANTOR:** SHINER RANCH SOUTHEAST, LTD.  
**GRANTEE:** TEXAS AMERICAN RESOURCES I, LLC  
**CONTRACT DATE:** 02/01/2018  
**RECORDING:** VOL. 243 PAGE 699 MEMORANDUM  
**DESCRIPTION:** Pipeline ROW, 1,363.2 feet more or less, over and across Shiner Ranch Southeast, Ltd., Frio County, Texas.

**TARC LSE NO:** TX422021/ROW  
**GRANTOR:** SHINER RANCH SOUTHEAST, LTD.  
**GRANTEE:** TEXAS AMERICAN RESOURCES I, LLC  
**CONTRACT DATE:** 02/01/2018  
**RECORDING:** VOL. 243 PAGE 714 MEMORANDUM

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**DESCRIPTION:**

Pipeline ROW, 480.2 feet more or less, over and across Shiner Ranch Southeast, Ltd., situated in Survey 4, J. Poitevent, Abstract 977 and Survey 3, J. Poitevent, Abstract 555, Frio County, Texas.

**TARC LSE NO:**

TX422022/ROW

**GRANTOR:**

SHINER RANCH SOUTHEAST, LTD.

**GRANTEE:**

TEXAS AMERICAN RESOURCES I, LLC

**CONTRACT DATE:**

03/01/2018

**RECORDING:**

VOL. 243 PAGE 721 MEMORANDUM

**DESCRIPTION:**

Pipeline ROW, 3,965.7 feet more or less, over and across Shiner Ranch Southeast, Ltd., situated in Survey 977, Austin & Williams, Abstract 6, Frio County, Texas.

NOV 24 4 23 PM '18

**Schedule 1**

*Excluded Assets*

None.

NOV 24 2 53 PM '04

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

**INST NO: 0152001**

FILED ON: JULY 02, 2018 AT 01:43pm

THIS INSTRUMENT CONTAINED 16 PAGES AT FILING



THE STATE OF TEXAS COUNTY OF FRIO  
I hereby certify that this instrument was filed on the date  
and time stamped hereon and recorded in the volume  
and page of named record of Frio County, and stamped  
hereon by me.  
DATE: JULY 02, 2018  
ANGIE TULLIS, COUNTY CLERK

*Angie Tullis*

Volume 244 on page 863-878

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