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Licensed in: ¹CO ²WY ³ND ⁴UT ⁵NM ⁶NE

February 6, 2020

Via Email: dnr_hearingapplications@state.co.us
Colorado Oil and Gas Conservation Commission
1120 Lincoln Street, Suite 801
Denver, Colorado 80203

Re: Transmittal of COGCC Form 38
on behalf of John J. Houlihan IV re
unpaid revenues from the Vetter 12-32
well.

Dear Sir or Madam:

Akers & Thompson LLC (the "Firm") represents John J. Houlihan IV ("Houlihan"), the Payee identified in the enclosed Colorado Oil and Gas Conservation Commission ("COGCC") Form 38. The enclosed Form 38 is being filed with the COGCC as the result of the failure of HRM Resources II, LLC ("HRM") (COGCC Operator No. 10548) to adequately respond, and the failure of Painted Pegasus Petroleum, LLC ("PPP") (COGCC Operator No. 10711) to respond at all, to a COGCC Form 37 sent by Houlihan, demanding an accounting and payment of landowner royalty revenues due and owing Houlihan from the Vetter #12-32 well (API No. 05-001-07301), located in the SW/4NW/4 of Section 32, T1S, R64W, 6th P.M., Adams County, Colorado.

I have attached the following documents in support of the enclosed Form 38:

1. Copy of Oil and Gas Lease dated October 27, 2008, recorded at Rec. No. 2009000010655, from the Estate of Thomas M. Vetter, Deceased, as Lessor, to Capital Land Services, Inc., as Lessee, covering all that portion of the W/2W/2 of Section 32, T1S, R64W, 6th P.M. except the portion conveyed to that certain deed dated October 14, 1994 from Thomas W Vetter, Grantee, to Patrick G. Simons and Julie A. Simons, Grantees, recorded in the Official Public Records of Adams County, Colorado under Reception No. C006899, providing for a one-eighth (1/8) landowner royalty interest ("LOR"), hereinafter referred to as the "Subject Lease", attached as **Exhibit 1**.

2. A copy of the completed Form 37 sent to PPP and HRM Resources I, LLC ("HRM"), attached hereto as **Exhibit 2**.

3. Copy of the letter from the Firm to PPP and HRM dated October 8, 2019 transmitting the Form 37, attached hereto as **Exhibit 3**.

4. Copy of proof of certified mailing of the Form 37 to HRM on October 7, 2019 and acceptance of delivery by HRM on October 15, 2019, attached hereto as **Exhibit 4**.

5. Copy of proof of certified mailing of Form 37 to PPP on November 4, 2019, and acceptance of delivery by PPP on November 7, 2019, attached hereto as **Exhibit 5**.

6. Copy of ASSIGNMENT OF OIL AND GAS LEASES dated March 3, 2009, recorded at Rec. No. 2009000032544 on May 6, 2009, Adams County, Colorado, from Capital Land Services, Inc., as Assignor, to Noble Energy, Inc., as Assignee, assigning all right, title and interest in the Subject Lease, attached hereto as **Exhibit 6**.

7. Copy of PERSONAL REPRESENTATIVE'S DEED (Testate Estate) dated December 8, 2011, recorded at Rec. No. 2011000081506 on December 12, 2011, Adams County, Colorado, from Kathryn Meyer and Duane Becker as Personal Representative of the Estate of Thomas W. Vetter, deceased, as Grantors, to John J. Houlihan IV, as Grantee, conveying all of the Grantor's mineral rights (i.e. an undivided 75% mineral interest) in the W/2W/2 of Section 32, T1S, R64W, 6th P.M., attached hereto as **Exhibit 7**.

8. Copy of letter dated April 18, 2013 from Anne Hudson of Noble Energy, Inc. to John J. Houlihan requesting that Houlihan execute and return Department of Treasury, Internal Revenue Service Form W-9 to Noble in order for Noble to commence making payments to Houlihan of payments due Lessor under the terms of the Subject Lease, attached hereto as **Exhibit 8**.

9. Copy of letter dated June 19, 2013 from John J. Houlihan IV to Ms. Anne Hudson of Noble Energy, Inc. ("Noble") dated June 19, 2013 transmitting Form W-9 to Noble Energy, Inc., attached hereto as **Exhibit 9**.

10. Copy of relevant portions of ASSIGNMENT, BILL OF SALE AND CONVEYANCE dated effective November 1, 2014, recorded at Rec. No. 2015000002210 on January 12, 2015, Adams County, Colorado, from Noble Energy, Inc. et al., as Assignors, to HRM Resources II, LLC, as Assignee, assigning all right, title and interest in the Subject Lease, among other leases, and the Subject Well, among other wells, attached hereto as **Exhibit 10**.

11. Copy of relevant portions of CERTIFICATION OF CLEARANCE AND/OR CHANGE OF OPERATOR providing notice that HRM Resources II succeeded Noble

Energy, Inc. as operator of the Subject Well effective November 1, 2014, attached hereto as **Exhibit 11**.

12. Copy of relevant portions of ASSIGNMENT, BILL OF SALE AND CONVEYANCE dated effective September 1, 2018, recorded at Rec. No. 2018000077835 on September 25, 2018, Adams County, Colorado, from HRM Resources II, LLC, et al., as Assignor, to Painted Pegasus Petroleum, LLC, as Assignee, assigning all right, title and interest in the Subject Lease, among other leases, and the Subject Well, among other wells, attached hereto as **Exhibit 12**.

13. Copy of email from Patrick McGraw of HRM to Sandra Carter, Esq. of Akers & Thompson LLC, dated October 23, 2019, stating that \$15,602 in suspended funds belonging to John Houlihan, held in suspense by HRM, were transferred to PPP, attached hereto as **Exhibit 13**.

14. Copy of COGIS-Well information Sheet, Scout Card, for the Subject Well, dated August 29, 2019, showing that the Subject Well is located in a spacing unit consisting of the W/2NW/4 of Section 32, T1S, R64W, 6th P.M. (hereinafter referred to as the "Subject Lands"), was spud on January 14, 1978, was completed in the J-Sand formation on February 19, 1978, and had first production on February 19, 1978, attached hereto as **Exhibit 14**.

15. Copy of relevant portions of COGIS – Monthly Well Production, Production Data Report for the Subject Well, as it appeared on January 29, 2020, covering the period of time from January 1999 through May 2000, and September of 2011 through May of 2019, including handwritten notations identifying the months that "W-9 sent to Noble", "HRM assumes Operatorship from Noble" and "HRM Sells to PPP", attached hereto as **Exhibit 15**.

The factual basis of Houlihan's claim against HRM and PPP, and this demand for a hearing, is as follows:

A. On December 8, 2011, Houlihan acquired, from the Estate of Thomas W. Vetter, Deceased (the "Estate"), an undivided 75% of the oil, gas and other minerals in the Subject Lands and other lands. See Exhibit 7.

B. Houlihan acquired his mineral rights in the Subject Lands subject to the Subject Lease.

C. The Subject Well has produced oil and gas between the dates of June 2013 and May 2019.

D. By Letter dated April 18, 2013, written in response to an earlier demand letter from Houlihan, Anna Hudson of Noble Energy, Inc. informed Houlihan that Noble had never received notice that Houlihan was the successor to the Estate's mineral rights, and transmitted a U.S. Department of Treasury, Internal Revenue Service Form W-9 ("W-9"), with instructions to

execute the W-9 and return it to Noble so future payments under the Subject Lease could be sent to Houlihan. See Exhibit 8.

E. By letter dated June 19, 2013, Houlihan, as the successor to the Estate, provided Noble Energy Inc. with the requested W-9. See Exhibit 9.

F. HRM Resources II ("HRM") acquired all of Noble's right, title and interest in the Subject Lease and the Subject Well effective November 1, 2014 (see Exhibit 10), and retained ownership of the same until it sold all of its right, title and interest therein to Painted Pegasus Production, LLC ("PPP") effective September 1, 2018. See Exhibit 12.

G. According to the on-line records of the COGCC as they appeared January 29, 2020, and in spite of the sale of the Subject Lease and Subject Well from HRM to PPP, HRM is still shown to be the operator of the Subject Well. See Exhibit 14.

H. During HRM's ownership of the Subject Lease and Subject Well, HRM never made any LOR payments to Houlihan that were due under the terms of the Subject Lease. Furthermore, HRM never provided Houlihan with any information or accounting with regard to production from the Subject Well, or the revenues received from the sale of said production.

I. PPP acquired all of HRM's right, title and interest in the Subject Lease and the Subject Well effective September 1, 2018, and remains the owner of said lease and well through the date of this transmittal letter. See Exhibit 12.

J. On October 17, 2019, Houlihan sent HRM, by certified mail, the COGCC Form 37 attached as Exhibit 2. HRM accepted delivery of the Form 37 on October 15, 2019. See Exhibit 4.

K. On November 4, 2019, Houlihan sent PPP, by certified mail, the COGCC Form 37 attached as Exhibit 2. PPP accepted delivery of the Form 37 on November 7, 2019. See Exhibit 5.

L. In response to COGCC Form 37, Patrick McGraw, an employee of HRM, sent the Firm an email stating that at the closing of the sale from HRM to PPP of the Subject Lease and Subject Well, HRM transferred to PPP the amount of \$15,602.00 in revenues from the Subject Well belonging to Houlihan that HRM was holding in suspense. See Exhibit 13. Mr. McGraw also informed Sandra Carter, Esq. of this Firm, by telephone, that Houlihan's revenues were held in suspense by HRM because Houlihan never executed a division order. However, HRM never requested that Houlihan execute a division order confirming his fractional interest in the proceeds of production from the Subject Well, never provided Houlihan with an accounting of production from the Subject Well or the proceeds from the sale of said production, and never paid Houlihan any of the revenues to which he was entitled. Therefore, Houlihan cannot confirm that the \$15,602.00 transferred to PPP by HRM represents all of the revenues attributable to Houlihan during the period of HRM's ownership.

M. During PPPs ownership of the Subject Lease and Subject Well, PPP has never requested that Houlihan execute a division order confirming his fractional interest in the proceeds of production from the Subject Well, has never accounted to Houlihan regarding production from the Subject Well or the proceeds of production from said well, has never paid Houlihan any of the revenue to which he is entitled, and has never paid Houlihan any of the suspended revenues that were transferred from HRM to PPP.

N. Not only has PPP failed to answer or otherwise respond to Form 37, PPP has also refused to respond to numerous telephone calls and emails from this Firm requesting information with regard to this matter.

Houlihan asserts that HRM and PPP have failed to account for and distribute, to Houlihan, his share of the proceeds from the sale of production from the Subject Well, and that said failure is a violation of CRS §34-60-118.5. Houlihan further asserts that he is entitled to recover, from HRM and/or PPP, all unpaid revenues in addition to interest, penalties, attorney's fees and costs as provided in CRS §34-60-118.5, CRS §34-60-121 or any other applicable statute, rule or regulation.

Houlihan requests that the COGCC grant him a hearing to determine whether or not HRM and/or PPP have violated CRS §34-60-118.5, and, if the COGCC determines that HRM and/or PPP have violated CRS §34-60-118.5, to order HRM and/or PPP to account for and pay to Houlihan his share of the proceeds of production from the Subject Well, and to further award Houlihan interest, penalties, attorney fees and costs as provided for in CRS §34-60-118.5, CRS §34-60-121 or any other applicable statute, rule or regulation.

Please feel free to contact this office if you have any questions or require additional information.

Sincerely,

AKERS & THOMPSON LLC

A handwritten signature in blue ink, appearing to read "John K. H. Akers, Jr.", with a stylized, flowing script.

John K. H. Akers, Jr.

JKA/km

Attachments: Exhibit Nos. 1 - 15

FORM

38

Rev
1/10**State of Colorado
Oil and Gas Conservation Commission**

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

FOR OFFICIAL USE ONLY

PAYMENT OF PROCEEDS HEARING REQUEST

This form may be submitted only by a payee legally entitled to payment from proceeds derived from the sale of oil, gas, or associated products from a well in Colorado. The payee is to complete this form (one form per well), attach required documentation and mail to: COGCC, 1120 Lincoln Street, Suite 801, Denver, Colorado 80203 or fax to: (303) 894-2109. COGCC will investigate the report and determine what action, if any, should be taken.

PAYEE INFORMATION

NAME OF PAYEE: John J. Houlihan IV

PHONE NO: 303-771-5155

ADDRESS: 29 Huntwick Lane

FAX: 303-691-8738

CITY: Englewood

STATE: CO

ZIP: 80113

E-MAIL: jakers@akersthompsonlaw.com

PAYEE NUMBER:

MINERAL INFORMATION

WELL NAME: Vetter No. 12-32

COUNTY: Adams

QTR/QTR SEC: TOWNSHIP: RANGE:

SWNW 32 1S 64W

API NUMBER: 05-001-07301

NON-COMPLIANCE ISSUES NOT RESOLVED**(PLEASE CHECK ALL THAT APPLY)**

Required checkstub detail not provided:

☒

Late payment

☒

Non payment

☒

No interest paid on late payment

☒

No response to Form 37 inquiry

☒

All pertinent documentation must be attached. This includes: completed copy of operator contact Form 37, proof of mailing, response (if received from operator), redacted checkstub detail and any other documentation necessary.

PRODUCERS 88-PAID UP
Rocky Mountain 1995 No. 1
Rev. 8/01

OIL AND GAS LEASE

THIS AGREEMENT, Made and entered into the 27th day of October, 2008, by and between The Estate of Thomas W. Vetter, deceased, by his personal representatives Richard Meyer, Kathy Meyer a/k/a Kathryn E. Meyer and Duane Becker a/k/a Duane L. Becker, whose address is 6200 Converse Rd. Bennett, CO 80182, hereinafter called Lessor (whether one or more) and Capital Land Services, Inc., whose address is P.O. Box 2810 Edmond, Oklahoma 73083, hereinafter called Lessee:

WITNESSETH:

1. That the Lessor, for and in consideration of Ten and more dollars (\$10.00+) in hand paid, receipt and sufficiency of which is hereby acknowledged, and of the agreements of Lessee hereinafter set forth, hereby grants, demises, leases and lets exclusively unto Lessee the lands described below for the purpose of investigating, prospecting, exploring (by geophysical and other methods), drilling, mining, operating for producing oil or gas, or both (as defined below), together with the right to construct and maintain pipelines, telephone and electric lines, tanks, ponds, roadways, plants, equipment and structures thereon to produce, save and take care of said oil and gas (which right shall include specifically a right-of-way and easement for ingress to and egress from said lands by Lessee, or its assignees, agents or permittees, necessary to or associated with the construction and maintenance of such pipelines, telephone and electric lines, tanks, ponds, roadways, plants, equipment, and structures on said lands to produce, save and take care of the oil and gas), and the exclusive right to inject air, gas, water, brine and other fluids from any source into the subsurface strata and any and all other rights and privileges necessary, incident to, or convenient for the economical operation of said land, alone or conjointly with neighboring land, for the production, saving and taking care of oil and gas and the injection of air, gas, water, brine, and other fluids into the subsurface strata, said lands being situated in the County of Adams, State of Colorado, described as follows, to-wit:

Section 32, Township 01S, Range 64W

All of the W/2 W/2 except that portion conveyed in that certain deed dated October 14th, 1994 from Thomas W. Vetter, Grantor, to Patrick G. Simons and Julie A. Simons, Grantees, and recorded in the Official Public Records of Adams County, Colorado under Reception #C0026899,

and containing 120.00000 acres more or less, hereinafter called "leased premises". In addition to the land described above, Lessor hereby grants, leases and lets exclusively unto Lessee, to the same extent as if specifically described, lands which are owned or claimed by Lessor by one of the following reasons: (1) all lands and rights acquired or retained by Lessor by avulsion, accretion, reliction or otherwise as the result of a change in the boundaries or centerline of any river or stream traversing or adjoining the lands described above; (2) all riparian lands and rights which are or may be incident, appurtenant, related or attributed to Lessor in any lake, stream or river traversing or adjoining the lands described above by virtue of Lessor's ownership of the land described above; (3) all lands included in any road, easement or right-of-way traversing or adjoining the lands described above which are or may be incident, appurtenant, related or attributed to Lessor by virtue of Lessor's ownership of the land described above; and (4) all strips or tracts of land adjacent or contiguous to the lands described above owned or acquired by Lessor through adverse possession or other similar statutes of the state in which the lands are located.

2. Subject to the other provisions herein contained, this lease shall remain in force for a term of Three (3) Years from this date (herein called "primary term") and as long thereafter as oil and gas, or either of them, is produced from the leased premises or drilling operations are continuously prosecuted. For purposes of this lease, "drilling operations" shall include operations for the drilling of a new well and operations for the reworking, deepening or plugging back of a well or other operations conducted in an effort to establish, resume or re-establish production of oil and gas; drilling operations shall be considered to be "continuously prosecuted" if not more than one hundred twenty (120) days shall elapse between the completion and abandonment of one well and the commencement of drilling operations on another well; and Lessee shall be "engaged in drilling operations" or shall have commenced drilling operations with respect to reworking, deepening, plugging back or other operations conducted in an effort to resume or re-establish production of oil and gas at such time as Lessee has the requisite equipment for such operations at the wellsite. In addition, for coal seam gas wells, the term drilling operations shall specifically include the dewatering and associated testing of the well, and while the Lessee is conducting such dewatering and testing, this lease shall not terminate but remain in force and effect until such dewatering and testing is complete and the well is either abandoned or deemed to be capable of producing oil and gas.

3. This is a PAID-UP LEASE. In consideration of the above cash payment, Lessor agrees that Lessee shall not be obligated, except as otherwise provided herein, to commence or continue any operations during the primary term. Lessee may at any time or times during or after the primary term surrender this lease as to all or any portion of said land and as to any strata or stratum by delivering to Lessor or by filing for record a release or releases, and be relieved of all obligation thereafter accruing as to the acreage surrendered.

4. For all oil, gas and other liquid hydrocarbons that are physically produced from the leased premises, or lands pooled, unitized or communized therewith, and sold, Lessor shall receive as its royalty one-eighth (1/8) of the sales proceeds actually received by Lessee or, if applicable, its affiliate, as a result of the first sale of the affected production to an unaffiliated party, less this same percentage share of all Post-Production Costs and this same percentage share of all production, severance and ad valorem taxes. As used in this provision, "Post-Production Costs" shall mean fifty percent (50%) of all costs actually incurred by Lessee or its affiliate and all losses of produced volumes whether by use as fuel, line loss, flaring, venting or otherwise from and after the wellhead to the point of sale. These costs include without limitation, all costs of gathering, marketing, compression, dehydration, transportation, removal of liquid or gaseous substances or impurities from the affected production, and any other treatment or processing required by the first unaffiliated party who purchases the affected production. For royalty calculation purposes, Lessee shall never be required to adjust the sales proceeds to account for the purchaser's costs or charges downstream of the point of sale.

Lessee or its affiliate shall have the right to construct, maintain and operate any facilities providing some or all of the services identified as Post-Production Costs. If this occurs, the actual costs of such facilities shall be included in the Post-Production Costs as a per barrel or per mcf charge, as appropriate, calculated by spreading the construction, maintenance and operating costs for such facilities over the reasonably estimated total production volumes attributable to the well or wells using such facilities.

If Lessee uses the oil, gas and other liquid hydrocarbons (other than as fuel in connection with the production and sale thereof) in lieu of receiving sale proceeds, the price to be used under this provision shall be based upon arm's-length sale(s) to unaffiliated parties for the applicable month that are obtainable, comparable in terms of quality and quantity, and in closest proximity to the leased premises. Such comparable arm's-length sales price shall be less any Post-Production Costs applicable to the specific arm's-length transaction that is utilized.

Where gas from a well or wells capable of producing gas only is not sold or used for a period of one year, Lessee shall pay or tender as royalty, One Dollar (\$1.00) per year per net royalty acre retained hereunder payable annually on the anniversary date of this lease following the end of each such year during which such gas is not sold or used, and while said royalty is so paid or tendered this lease shall be held as a producing property under Paragraph 2 hereof.

5. If Lessee drills a well which is incapable of producing in paying quantities (hereinafter called "dry hole") on the leased premises or lands pooled or unitized therewith, or if all production (whether or not in paying quantities) permanently ceases from any cause, including a revision of unit boundaries pursuant to the provisions of Paragraph 8 or the action of any governmental authority, then in the event this lease is not otherwise being maintained in force it shall nevertheless remain in force if Lessee commences further operations for reworking, deepening or plugging back an existing well or for drilling an additional well or for otherwise obtaining or restoring production on the leased premises or lands pooled or unitized therewith within one hundred twenty (120) days after completion of operations on such dry hole or within one hundred twenty (120) days after such cessation of all production, or, should the lease be within the primary term, if Lessee commences such further operations; provided that should completion of operations on the dry hole or cessation of all production occur during the last year of the primary term no further operations shall be required to maintain this lease for the remainder of the primary term. If during or after the primary term this lease is not otherwise being maintained in force, but Lessee is then engaged in drilling, reworking or any other operations reasonably calculated to obtain or restore production therefrom, this lease shall remain in force so long as any one or more of such operations are prosecuted with no interruption of more than one hundred twenty (120) consecutive days, and if any such operations result in the production of oil or gas or other substances covered hereby, and as long thereafter as there is production in paying quantities from the leased premises or lands pooled or unitized therewith. After completion of a well capable of producing in paying quantities hereunder, Lessee shall drill such additional wells on the leased premises or lands pooled or unitized therewith as a reasonably prudent operator would drill under the same or similar circumstances to (a) develop the leased premises as to reservoirs then capable of producing in paying quantities on the leased premises or lands pooled or unitized therewith, or (b) protect the leased premises from uncompensated drainage by any well or wells located on other lands not pooled or unitized therewith. There shall be no covenant to drill exploratory wells or any additional wells except as expressly provided herein.

6. If Lessor owns less than the full mineral estate in all or any part of the leased premises, royalties and shut-in royalties hereunder shall be reduced as follows: royalties and shut-in royalties for any well on any part of the leased premises or lands pooled or unitized therewith shall be reduced to the proportion that Lessor's interest in such part of the leased premises bears to the full mineral estate in such part of the leased premises. To the extent any royalty or other payment attributable to the mineral estate covered by this lease is payable to someone other than Lessor, such royalty or other payment shall be deducted from the corresponding amount otherwise payable to Lessor hereunder.

7. In exploring for, developing, producing and marketing oil, gas and other substances covered hereby on the leased premises or lands pooled or unitized therewith, in primary and/or enhanced recovery, Lessee shall have the right of ingress and egress along with the right to conduct such operations on the leased premises as may be reasonably necessary for such purposes, including but not limited to geophysical operations, the drilling of wells, and the construction and use of roads, canals, pipelines, tanks, water wells, disposal wells, injection wells, pits, electric and telephone lines, power stations, and other facilities deemed necessary by Lessee to discover, produce, store, treat and/or transport production. Lessee may use in such operations, free of cost, any oil, gas, water and/or other substances produced on the leased premises, except water from Lessor's wells or ponds. In exploring, developing, producing or marketing from the leased premises or lands pooled or unitized therewith, the ancillary rights granted herein shall apply (a) to the entire leased premises described in Paragraph 1 above, notwithstanding any partial release or other partial termination of this lease; and (b) to any other lands in which Lessor now or hereafter has authority to grant such rights in the vicinity of the leased premises or lands pooled or unitized therewith. When requested by Lessor in writing, Lessee shall bury its pipelines below ordinary plow depth on cultivated lands. No well shall be located less than 200 feet from any house or barn now on the leased premises or other lands of Lessor used by Lessee hereunder, without Lessor's consent, and Lessee shall pay for damage caused by its operations to buildings and other improvements now on the leased premises or such other lands, and to commercial timber and growing crops thereon. Lessee shall have the right at any time to remove its fixtures, equipment and materials, including well casing, from the leased premises and/or such other lands during the term of this lease or within a reasonable time thereafter.

8. Lessee shall have the right but not the obligation to pool or unitize all or any part of the leased premises or interest therein with any other lands or interests, as to any or all depths or zones, and as to any or all substances covered by this lease, either before or after the commencement of drilling or production, whenever Lessee deems it necessary or proper to do so in order to

prudently develop or operate the leased premises, whether or not similar pooling authority exists with respect to such other lands or interests. The creation of a unit by such pooling shall be based on the following criteria (hereinafter called "pooling criteria"): A unit for an oil well (other than a horizontal completion) shall not exceed 40 acres plus a maximum acreage tolerance of 10%; and for a gas well or a horizontal completion shall not exceed 640 acres plus a maximum acreage tolerance of 10%; provided that a larger unit may be formed for an oil well or gas well or horizontal completion to conform to any well spacing or density pattern that may be prescribed or permitted by any governmental authority having jurisdiction to do so. For the purpose of the foregoing, the terms "oil well" and "gas well" shall have the meanings prescribed by applicable law or the appropriate governmental authority, or, if no definition is so prescribed, "oil well" means a well with an initial gas-oil ratio of less than 100,000 cubic feet per barrel and "gas well" means a well with an initial gas-oil ratio of 100,000 cubic feet or more per barrel, based on a 24-hour production test conducted under normal producing conditions using standard lease separator facilities or equivalent testing equipment; and the term "horizontal completion" means an oil and/or gas well in which the horizontal component of the gross completion interval in the reservoir exceeds the vertical component thereof. In exercising its pooling rights hereunder, Lessee shall file of record a written declaration describing the unit and stating the effective date of pooling. Production, drilling or reworking operations anywhere on a unit, which includes all or any part of the leased premises, shall be treated as if it were production, drilling or reworking operations on the leased premises, except that the production on which Lessor's royalty is calculated shall be that proportion of the total unit production which the net acreage covered by this lease and included in the unit bears to the total gross acreage in the unit, but only to the extent such proportion of unit production is sold by Lessee. In the event a unit is formed hereunder before the unit well is drilled and completed, so that the applicable pooling criteria are not yet known, the unit shall be based on the pooling criteria Lessee expects in good faith to apply upon completion of the well; provided that within a reasonable time after completion of the well, the unit shall be revised if necessary to conform to the pooling criteria that actually exist. Pooling in one or more instances shall not exhaust Lessee's pooling rights hereunder, and Lessee shall have the recurring right but not the obligation to revise any unit formed hereunder by expansion or contraction or both, either before or after commencement of production, in order to conform to the well spacing or density pattern prescribed or permitted by the governmental authority having jurisdiction, or to conform to any productive acreage determination made by such governmental authority. To revise a unit hereunder, Lessee shall file of record a written declaration describing the revised unit and stating the effective date of revision. To the extent any portion of the leased premises is included in or excluded from the unit by virtue of such revision, the proportion of unit production on which royalties are payable hereunder shall thereafter be adjusted accordingly. In the absence of production in paying quantities from a unit, or upon permanent cessation thereof, Lessee may terminate the unit by filing of record a written declaration describing the unit and stating the date of termination. Pooling hereunder shall not constitute a cross-conveyance of interests.

9. Lessee shall have the right but not the obligation to commit all or any part of the leased premises or interest therein to one or more unit plans or agreements for the cooperative development or operation of one or more oil and/or gas reservoirs or portions thereof, if in Lessee's judgment such plan or agreement will prevent waste and protect correlative rights, and if such plan or agreement is approved by the federal, state or local governmental authority having jurisdiction. When such a commitment is made, this lease shall be subject to the terms and conditions of the unit plan or agreement, including any formula prescribed therein for the allocation of production.

10. The interest of either Lessor or Lessee hereunder may be assigned, devised or otherwise transferred in whole or in part, by area and/or by depth or zone, and the rights and obligations of the parties hereunder shall extend to their respective heirs, devisees, executors, administrators, successors and assigns. No change in Lessor's ownership shall have the effect of reducing the rights or enlarging the obligations of Lessee hereunder, and no change in ownership shall be binding on Lessee until sixty (60) days after Lessee has been furnished the original or duly authenticated copies of the documents establishing such change of ownership to the satisfaction of Lessee or until Lessor has satisfied the notification requirements contained in Lessee's usual form of division order. In the event of the death of any person entitled to shut-in royalties hereunder, Lessee may pay or tender such shut-in royalties to the credit of decedent or decedent's estate. If at any time two or more persons are entitled to shut-in royalties hereunder, Lessee may pay or tender such shut-in royalties to such persons or to their credit, either jointly, or separately in proportion to the interest which each owns. If Lessee transfers its interest hereunder in whole or in part Lessee shall be relieved of all obligations thereafter arising with respect to the transferred interest, and failure of the transferee to satisfy such obligations with respect to the transferred interest shall not affect the rights of Lessee with respect to any interest not so transferred. If Lessee transfers a full or undivided interest in all or any portion of the area covered by this lease, the obligation to pay or tender shut-in royalties hereunder shall be divided between Lessee and the transferee in proportion to the net acreage interest in this lease then held by each.

11. All express and implied covenants of this lease shall be subject to all federal, state, county or municipal laws, executive orders, rules and regulations, and Lessee's obligations and covenants hereunder, whether express or implied, shall be suspended at the time or from time to time as compliance with such obligations and covenants is prevented or hindered by or is in conflict with federal, state, county or municipal laws, rules, regulations or executive orders asserted as official by or under public authority claiming jurisdiction, an Act of God, adverse field, weather or market conditions, inability to obtain materials in the open market or transportation thereof, wars, strikes, lockouts, riots, or other conditions or circumstances not wholly controlled by Lessee, and this lease shall not be terminated in whole or in part, nor Lessee held liable in damages for failure to comply with any such obligations or covenants if compliance therewith is prevented or hindered by or is in conflict with any of the foregoing eventualities. The time during which Lessee shall be prevented from conducting drilling or reworking operations during the primary term of this lease, under the contingencies above stated, shall be added to the primary term of the lease.

12. If Lessor, during the primary term of this lease, receives a bona fide offer from a third party to purchase from Lessor a lease covering any or all of the substances covered by this lease and covering all or a portion of the land described herein, with such lease to become effective upon expiration of this lease, which Lessor is willing to accept from the offering party, Lessor hereby agrees to notify Lessee in writing of said offer immediately, including in the notice the name and address of the offeror, the price offered and all other pertinent terms and conditions of the offer. Lessee, for a period of fifteen (15) days after the receipt of the notice, shall have the prior and preferred right and option to purchase the lease or part thereof or interest therein covered by the offer at the price and on the terms and conditions in the offer. All offers made up to and including the last day of the primary term of this lease shall be subject to the terms and conditions of this Paragraph.

13. Should Lessee elect to purchase the lease pursuant to the terms hereof, it shall so notify Lessor in writing by mail, telefax, or telegram prior to expiration of said fifteen (15) day period. Lessee shall promptly thereafter furnish to Lessor the new lease for execution by Lessor along with Lessee's sight draft payable to Lessor in payment of the specified amount as consideration for the new lease, such draft being subject to approval of title according to the terms thereof. Upon receipt thereof, Lessor shall promptly execute said lease and return same along with the draft to Lessor's bank of record for payment.

14. In the event Lessor considers that Lessee has not complied with all of its obligations hereunder, both express and implied, Lessor shall notify Lessee in writing, setting out specifically in which respects Lessee has breached this lease. Lessee shall then have sixty (60) days after receipt of said notice within which to meet or commence to meet all or any part of the breaches alleged by Lessor. The service of said notice shall be precedent to the bringing of any action by Lessor on said lease for any cause, and no such action shall be brought until the lapse of sixty (60) days after service of such notice on Lessee. Neither the service of said notice nor the doing of any acts by Lessee aimed to meet all or any of the alleged breaches shall be deemed an admission or presumption that Lessee has failed to perform all of its obligations hereunder. This lease shall never be forfeited or canceled, for failure to perform in whole or in part any of its implied covenants, conditions, or stipulations until a judicial determination is made that such failure exists and Lessee fails within a reasonable time to satisfy any such covenants, conditions or stipulations.

15. Lessor hereby warrants and agrees to defend title conveyed to Lessee hereunder, and agrees that Lessee at Lessee's option may pay and discharge any taxes, mortgages or liens existing, levied or assessed on or against the leased premises. If Lessee exercises such option, Lessee shall be subrogated to the rights of the party to whom payment is made, and, in addition to its other rights, may reimburse itself out of any royalties or shut-in royalties otherwise payable to Lessor hereunder. In the event Lessee is made aware of any claim inconsistent with Lessor's title, Lessee may suspend the payment of royalties and shut-in royalties hereunder, without interest, until Lessee has been furnished satisfactory evidence that such claim has been resolved.

16. This lease and all its terms, conditions, and stipulations shall extend to and be binding on all successors in interest, in whole or in part, of said Lessor and Lessee.

17. With respect to and for the purpose of this lease, Lessor, and each of them if there be more than one, hereby release and waive the right of homestead.

18. The term oil as used in this lease shall include any liquid hydrocarbon substances which occur naturally in the earth, including drip gasoline or other natural condensate recovered from gas without resort to manufacturing process. The term gas as used in this lease shall include any substance, either combustible or non combustible, which is produced in a natural state from the earth and which maintains a gaseous or rarified state at ordinary temperature and pressure conditions, including but not limited to helium, nitrogen, carbon dioxide, hydrogen sulphide, gas produced from coal seams or any formations in communication therewith (herein called "coal seam gas"), casinghead gas and sulphur.

WITNESS my hand as of the day and year first above written.

Richard Meyer
Richard Meyer

STATE OF Colorado
COUNTY OF Adams

ss.

Oklahoma, Kansas, New Mexico, Wyoming, Montana, Colorado, Utah,
Nebraska, North Dakota, South Dakota
ACKNOWLEDGMENT-INDIVIDUAL

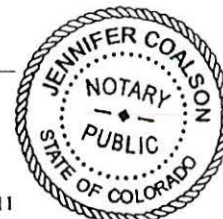
BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this 28th day of October, 2008, personally appeared The Estate of Thomas W. Vetter, deceased, by his personal representative Richard Meyer, to me known to be the identical person(s), described herein and who executed the within and foregoing instrument of writing and acknowledged to me that he duly executed the same as his free and voluntary act and deed for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year last above written.

My commission expires: March 13, 2009

(SEAL)

Jennifer Coason
Notary Public



Kathryn E. Meyer
Kathy Meyer a/k/a Kathryn E. Meyer

STATE OF Colorado
COUNTY OF Adams

ss.

Oklahoma, Kansas, New Mexico, Wyoming, Montana, Colorado, Utah,
Nebraska, North Dakota, South Dakota
ACKNOWLEDGMENT-INDIVIDUAL

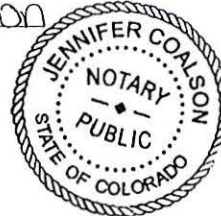
BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this 28th day of October, 2008, personally appeared The Estate of Thomas W. Vetter,
deceased, by his personal representative Kathy Meyer a/k/a Kathryn E. Meyer, to me known to be the identical person(s), described herein and who executed the within and foregoing
instrument of writing and acknowledged to me that she duly executed the same as her free and voluntary act and deed for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year last above written.

My commission expires: March 13, 2009

Jennifer Coalsen
Notary Public

(SEAL)



Duane L. Becker
Duane Becker a/k/a Duane L. Becker

STATE OF Colorado
COUNTY OF Adams

ss.

Oklahoma, Kansas, New Mexico, Wyoming, Montana, Colorado, Utah,
Nebraska, North Dakota, South Dakota
ACKNOWLEDGMENT-INDIVIDUAL

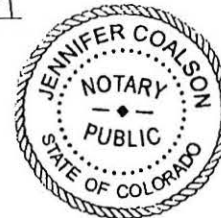
BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this 28th day of October, 2008, personally appeared The Estate of Thomas W. Vetter,
deceased, by his personal representative Duane Becker a/k/a Duane L. Becker, to me known to be the identical person(s), described herein and who executed the within and foregoing
instrument of writing and acknowledged to me that he duly executed the same as his free and voluntary act and deed for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year last above written.

My commission expires: March 13, 2009

Jennifer Coalsen
Notary Public

(SEAL)



After Recording please return to:
Capital Land Services, Inc.
PO Box 2810
Edmond, OK 73083

FORM
37
Rev
01/10

State of Colorado
Oil and Gas Conservation Commission
1120 Lincoln street, Suite 801, Denver, Colorado 80203 (303) 894-2100 Fax: (303) 894-2109

FOR OF

**PAYMENT OF PROCEEDS - SALES VOLUME RECONCILIATION
PAYOR CONTACT FORM**

This form may be submitted only by a payee legally entitled to payment from proceeds derived from the sale of oil, gas, or associated products from a well in Colorado. The payee is to complete this form (one form per well) and submit it to the payor issuing the payment. Operator addresses may be found at the COGCC website cogcc.state.co.us at DATABASE under the category NAME, ADDRESS AND FINANCIAL ASSURANCE. This form must be submitted to the payor via certified mail. Using this form to request information will not replace the need for a financial audit.

PAYEE INFORMATION

NAME OF PAYEE: John J. Houlihan IV		PHONENO: 303-771-5155
ADDRESS: 29 Huntwick Lane		FAX: 303-691-8738
CITY: Englewood	STATE: CO	ZIP: 80113
E-MAIL: scarter@akersthompsonlaw.cc		
SIGNATURE: <i>[Signature]</i>		PAYEE NUMBER:

MINERAL INFORMATION

WELL NAME: VETTER 12-32	COUNTY: ADAMS
QTR/QTR SEC: TOWNSHIP: RANGE:	API NUMBER: 05-001-07336
SWNW 32 1S 64W	

REQUEST FOR PAYMENT OF PROCEEDS INFORMATION

Payee should mark appropriate entries to show missing information required by CRS 34-60-118.5. (Payee should also attach a copy of the checkstub with all applicable non-compliance details noted.)

The name, number, or a combination of name and number that identifies the lease, property, unit or well for which payment is being made. ☒

The month and year during which the sale occurred. ☒

The total quantity of product sold attributable to such payment, including the units of measurement. ☒

The price received per unit of measurement. (Price per barrel in the case of oil and price per thousand cubic feet (MCF) or price per million British Thermal Units ("MMBTU") in the case of gas.) ☒

The total amount of severance taxes and any other production taxes or levies applied to the sale. ☒

The payee's interest in the sale, expressed as a decimal and calculated to at least the sixth decimal place. ☒

The payee's share of the sale before any deductions or adjustments made by the payor or identified with the payment. ☒

The payee's share of the sale after any deductions or adjustments made by the payor or identified with the payment. ☒

An address and telephone number from which additional information may be obtained and questions answered: ☒

Additional Information Requested

[Note: This section asks for the additional information payee may request under 118(2.5) as amended by HB 1180.]

Written explanation of deductions or adjustments over which payor has control or information, (whether or not identified with the payment), regarding:

Please provide explanation for non-payment of royalties.

Meter calibration testing records _____

Production reporting records _____

PAYMENT OF PROCEEDS - PAYOR RESPONSE

The payor, _____, responded to this request on _____ (date) as required by CRS 34-60-118.5(2.5). (The payor must respond within 60 days.) I/we could not provide information concerning _____ for the following reasons:

Name

Contact Phone Number

Form 37 Page 2

REQUEST FOR SALES VOLUME RECONCILIATION INFORMATION

Payee should provide information at appropriate entries to request information regarding sales volume reconciliation.

MINERAL INFORMATION

WELL NAME: <input type="text"/>	COUNTY: <input type="text" value="ADAMS"/>
QTR/QTR SEC: TOWNSHIP: RANGE: <input type="text"/>	API NUMBER: <input type="text" value="05-001-07301"/>

The payee requests the payor to provide a reconciliation between the following volumes:

 GAS OIL

The month and year during which the sale occurred

Volume reported as produced

Volume reported as sold

Volumes shown as produced/sold do not agree with:

Volume reported to the COGCC

Volume reported to another government agency

Other information for sales reconciliation (specify request)

SALES VOLUME RECONCILIATION - PAYOR RESPONSE

The payor, , responded to this request on
(date). Produced volumes from this well/lease are higher/less than the sales volumes from this well/lease
for the following reasons:

Percentage of difference
attributed to this cause.

 GAS OIL

Shrinkage during transport.

Used for compression during transport.

Line loss or fuel use from the gathering line during transport.

A portion of the natural gas was vented or flared or used as fuel
during transport.

Contractual overages or underages from previous months were rectified
during this sales period.

Sold by others.

Other (Please Specify):

The gas meter(s) at this well site or lease was last calibrated on?

The gas meter(s) at the sales point was last calibrated on?

CERTIFICATION

I hereby certify that the information provided on this form is, to the best of my knowledge, true, correct
and complete.

Payor's Representative

Date

Akers & Thompson LLC

ATTORNEYS AND COUNSELORS AT LAW

WWW.AKERSTHOMPSONLAW.COM

4700 South Syracuse St.
Suite 810
Denver, CO 80237
720.488.0835

John K. H. Akers, Jr.¹
jakers@akersthompsonlaw.com

Eric K. Thompson^{1,2,5,6}
ethompson@akersthompsonlaw.com

Sandra J. Carter¹
scarter@akersthompsonlaw.com

Troy L. Chatman II^{1,4}
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Samuel F. Claycombe¹
sclaycombe@akersthompsonlaw.com

Arielle M. Schreiber^{1,2,7}
aschreiber@akersthompsonlaw.com

Matthew K. Sidran¹
msidran@akersthompsonlaw.com

OF COUNSEL

Jennifer Blum^{1,2,3,4}
jblum@akersthompsonlaw.com

Licensed in: CO * WY * NY * ND * UT * NM * NE

October 8, 2019

VIA Certified USPS

Painted Pegasus Petroleum, LLC
11511 Katy Freeway, Suite 600C
Houston, TX 77079

HRM Resources II, LLC
410 17th Street, Suite 1600
Denver, CO 80202

RE: Interest of John J. Houlihan, IV in Oil and Gas Lease, T1S, R64W, Section 32: W/2W/2, Adams County, Colorado from Estate of Thomas W. Vetter, deceased, as the original lessor.

To Whom It May Concern:

We represent Mr. John J. Houlihan, IV in the above referenced matter. Mr. Houlihan acquired 100% of the surface estate in the W/2W/2 of Section 32, T1S, R64W, less and except that portion conveyed by deed recorded in Adams County in Book 4413, Page 173. He further acquired 75% of the mineral rights in the W/2W/2 of Section 32, T1S, R64W pursuant to Personal Representative's Deed dated December 8, 2011, recorded in Adams County at Reception No. 2011000081506 on December 12, 2011, from Kathryn Meyer and Duane Becker, as Last Surviving Co-Personal Representatives of the Estate of Thomas William Vetter aka Thomas W. Vetter aka Thomas Vetter aka Tom Vetter aka Tommy Vetter, deceased.

According to Mr. Houlihan, he has not received any of the revenues to which he is entitled as an owner of the subject mineral interest and current lessor under the referenced lease.

The subject lease, dated October 27, 2008, recorded in Adams County at Reception No. 2009000010655 on February 17, 2009, provides for a primary term of three (3) years, which ended October 27, 2011. The lease appears to have been taken during a period of "temporary abandonment" of the Vetter 12-32 well with a surface location in the SW/4NW/4 of Section 32, T1S, R64W and a spacing unit consisting of the W/2NW/4 of said Section 32.

A review of the online records of the Colorado Oil and Gas Conservation Commission reveals that the Vetter 12-32 well remains the only well on the leased lands. We were unable to locate any other well in Section 32, or surrounding sections, drilled into, or pooled with, lands in the W/2W/2 of said section.

The production records for the Vetter 12-32 show that the well was brought back online in June 2009 and produced oil and/or gas consistently through April 2018 when it began producing intermittently.

Please find enclosed a Form 37 request for proceeds information pursuant to the State of Colorado Oil and Gas Commission rules. We look forward to your response within the next 60 days.

Sincerely,

AKERS & THOMPSON LLC

A handwritten signature in black ink, appearing to read 'Sandra J. Carter', with a stylized flourish at the end.

Sandra J. Carter

/ Encl.

John Houlihan Matter

Post Office
Stamp Incorrect
mailed 10/8/19

Exhibit 4
Form 38 Transmittal
John J. Houlihan IV

7018 1130 0001 4101 9034

U.S. Postal Service™
CERTIFIED MAIL® RECEIPT
Domestic Mail Only

For delivery information, visit our website at www.usps.com.

OFFICIAL USE

Certified Mail Fee \$
Extra Services & Fees (check box, add fee as appropriate)
☐ Return Receipt (hardcopy) \$
☐ Return Receipt (electronic) \$
☐ Certified Mail Restricted Delivery \$
☐ Adult Signature Required \$
☐ Adult Signature Restricted Delivery \$
Postage \$
Total Postage \$
Sent To HRM Resources II, LLC
Street and Ap 410 17th Street, Suite 1600
City, State, Zip Denver, CO 80202
PS Form 3800

6107 6/100
Postmark Here
GREENWOOD VILLAGE, CO 80120

SENDER: COMPLETE THIS SECTION	COMPLETE THIS SECTION ON DELIVERY												
<ul style="list-style-type: none">■ Complete items 1, 2, and 3.■ Print your name and address on the reverse so that we can return the card to you.■ Attach this card to the back of the mailpiece, or on the front if space permits.	<p>A. Signature X <i>[Signature]</i> <input type="checkbox"/> Agent <input type="checkbox"/> Addressee</p> <p>B. Received by (Printed Name) <i>D. Kelly</i> C. Date of Delivery <i>10/15/19</i></p> <p>D. Is delivery address different from item 1? <input type="checkbox"/> Yes If YES, enter delivery address below: <input type="checkbox"/> No</p>												
<p>1. Article Addressed to:</p> <p>HRM Resources II, LLC 410 17th Street, Suite 1600 Denver, CO 80202</p> <p>9590 9402 4757 8344 4622 53</p>	<p>3. Service Type</p> <table border="0"><tr><td><input type="checkbox"/> Adult Signature</td><td><input type="checkbox"/> Priority Mail Express®</td></tr><tr><td><input type="checkbox"/> Adult Signature Restricted Delivery</td><td><input type="checkbox"/> Registered Mail™</td></tr><tr><td><input checked="" type="checkbox"/> Certified Mail®</td><td><input type="checkbox"/> Registered Mail Restricted Delivery</td></tr><tr><td><input type="checkbox"/> Certified Mail Restricted Delivery</td><td><input checked="" type="checkbox"/> Return Receipt for Merchandise</td></tr><tr><td><input type="checkbox"/> Collect on Delivery</td><td><input type="checkbox"/> Signature Confirmation™</td></tr><tr><td><input type="checkbox"/> Collect on Delivery Restricted Delivery</td><td><input type="checkbox"/> Signature Confirmation Restricted Delivery</td></tr></table>	<input type="checkbox"/> Adult Signature	<input type="checkbox"/> Priority Mail Express®	<input type="checkbox"/> Adult Signature Restricted Delivery	<input type="checkbox"/> Registered Mail™	<input checked="" type="checkbox"/> Certified Mail®	<input type="checkbox"/> Registered Mail Restricted Delivery	<input type="checkbox"/> Certified Mail Restricted Delivery	<input checked="" type="checkbox"/> Return Receipt for Merchandise	<input type="checkbox"/> Collect on Delivery	<input type="checkbox"/> Signature Confirmation™	<input type="checkbox"/> Collect on Delivery Restricted Delivery	<input type="checkbox"/> Signature Confirmation Restricted Delivery
<input type="checkbox"/> Adult Signature	<input type="checkbox"/> Priority Mail Express®												
<input type="checkbox"/> Adult Signature Restricted Delivery	<input type="checkbox"/> Registered Mail™												
<input checked="" type="checkbox"/> Certified Mail®	<input type="checkbox"/> Registered Mail Restricted Delivery												
<input type="checkbox"/> Certified Mail Restricted Delivery	<input checked="" type="checkbox"/> Return Receipt for Merchandise												
<input type="checkbox"/> Collect on Delivery	<input type="checkbox"/> Signature Confirmation™												
<input type="checkbox"/> Collect on Delivery Restricted Delivery	<input type="checkbox"/> Signature Confirmation Restricted Delivery												
<p>2. <i>7018 1130 0001 4101 9034</i></p>	<p>Restricted Delivery</p>												

PS Form 3811, July 2015 PSN 7530-02-000-9053

Return Receipt

7018 1130 0001 4101 9058

U.S. Postal Service™ CERTIFIED MAIL® RECEIPT Domestic Mail Only	
For delivery information, visit our website at www.usps.com ®.	
OFFICIAL USE	
Certified Mail Fee \$ _____	
Extra Services & Fees (check box, add fee as appropriate)	
<input type="checkbox"/> Return Receipt (hardcopy) \$ _____ <input type="checkbox"/> Return Receipt (electronic) \$ _____ <input type="checkbox"/> Certified Mail Restricted Delivery \$ _____ <input type="checkbox"/> Adult Signature Required \$ _____ <input type="checkbox"/> Adult Signature Restricted Delivery \$ _____	
Postage \$ _____	
Total Postage \$ _____	
Sent To Street and A City, State, ZIP	Painted Pegasus Petroleum, LLC c/o P3 Petroleum, LLC 16820 Barker Springs Road, Suite 521 Houston, TX 77084
PS Form 3811, July 2015 PSN 7530-02-000-9053	

Post office
stamp incorrect
mailed 10/8/19
Exhibit 5
Form 38 Transmittal
John J. Houlihan IV

Returned by P.O. 11/1/19

Mailed again to new address located
16820 Barker Springs Rd, Suite 521
Houston, TX 77084

SENDER: COMPLETE THIS SECTION		COMPLETE THIS SECTION ON DELIVERY	
<ul style="list-style-type: none"> Complete items 1, 2, and 3. Print your name and address on the reverse so that we can return the card to you. Attach this card to the back of the mailpiece, or on the front if space permits. 		A. Signature X <i>Leta</i>	
1. Article Addressed to: Painted Pegasus Petroleum, LLC c/o P3 Petroleum, LLC 16820 Barker Springs Road, Suite 521 Houston, TX 77084		B. Received by (Printed Name) <i>Leticia Landeros</i>	
2. Article Number (Transfer from service label) 7018 1130 0001 4101 9058		C. Date of Delivery 11/7/19	
3. Service Type <input type="checkbox"/> Adult Signature <input type="checkbox"/> Adult Signature Restricted Delivery <input checked="" type="checkbox"/> Certified Mail® <input type="checkbox"/> Certified Mail Restricted Delivery <input type="checkbox"/> Collect on Delivery <input type="checkbox"/> Collect on Delivery Restricted Delivery		<input type="checkbox"/> Agent <input type="checkbox"/> Addressee <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Priority Mail Express® <input type="checkbox"/> Registered Mail™ <input type="checkbox"/> Registered Mail Restricted Delivery <input checked="" type="checkbox"/> Return Receipt for Merchandise <input type="checkbox"/> Signature Confirmation™ <input type="checkbox"/> Signature Confirmation Restricted Delivery	
PS Form 3811, July 2015 PSN 7530-02-000-9053		Domestic Return Receipt	

RECEPTION#: 2009000032554, 05/06/2009 at 02:03:14 PM, 1 of 2, TD I
Type: AS Karen Long, Adams County, CO

NOBLE ENERGY INC
ATTN: JULIE K BROWN
1625 BROADWAY STE 2200
DENVER, CO 80202

Trans#: 0

ASSIGNMENT OF OIL AND GAS LEASES

KNOW ALL MEN BY THESE PRESENTS:

That, **Capital Land Services, Inc.**, P. O. Box 2810, Edmond, Oklahoma 73083, herein referred to as "ASSIGNOR," for and in consideration of the sum of Ten Dollars (\$10.00) and other valuable consideration, the receipt and adequacy of which are hereby acknowledged, does hereby SELL, BARGAIN, TRANSFER, ASSIGN AND CONVEY UNTO **Noble Energy, Inc.**, 1625 Broadway, Suite #2000, Denver, CO 80202, hereinafter referred to as "ASSIGNEES," its successors and assigns, all of Assignor's right, title and interest in and to the oil and gas lease described in Exhibit "A" attached hereto and made a part hereof.

It is Assignor's intent to convey unto Assignee ALL of Assignor's right, title, and interest in and to the said oil and gas lease that are currently held in Assignor's name in **Adams County, Colorado**, regardless of the omission of any particular lease, errors in description, incorrect or misspelled names or incorrect recording references. Said lease is located in the following section:

32-01S-64W

THIS assignment is made by Assignor and accepted by Assignee without presentation or warranties as to the sufficiency of titles, or as to the ownership of lands covered by said lease.

TO HAVE AND TO HOLD the above described property and rights, together with all rights and appurtenances thereto and belonging unto said Assignee, its successors and assigns.

EXECUTED this 3rd day of **March, 2009**.

CAPITAL LAND SERVICES, INC.

By: Patrick Adams

Patrick Adams, President

STATE OF OKLAHOMA)
) SS.
COUNTY OF OKLAHOMA)

Before me, the undersigned, a Notary Public, in and for said County and State, on this 3rd day of **March, 2009**, personally appeared **Patrick Adams** to me known to be the identical person who subscribed the name of the maker thereof to the foregoing instrument as its **President** and acknowledged to me that he executed the same as his free and voluntary act and deed and as the free and voluntary act and deed of such corporation, for the uses and purposes therein set forth.

Given under my hand and seal of office the day and year last above written.

My Commission Expires 12-20-10

Jo Ann Hauenstein
Notary Public

SEAL



Vetter 12-32

RECEPTION#: 20090000325 05/06/2009 at 02:03:14 PM, 2 2, Doc Type: AS
Pages: 0 Karen Long, Adams County, CO

Exhibit "A"

Attached to and made a part of that certain Assignment of Oil and Gas Lease by and between
Capital Land Services, Inc., Assignor and Noble Energy, Inc., Assignee dated March 3,
2009.

County of **ADAMS**
State of **COLORADO**
NEI #Q025709000

Lease Date:

October 27, 2008

Reception#

2009000010655

Lessor:

**The Estate of Thomas W. Vetter, deceased, by his personal representatives
Richard Meyer, Kathy Meyer a/k/a Kathryn E. Meyer and Duane Becker a/k/a
Duane L. Becker**

Lessee:

Capital Land Services, Inc.

Description:

**All of the W/2 W/2 except that portion conveyed in that certain deed dated
October 14, 1994 from Thomas W. Vetter, Grantor, to Patrick G. Simons and
Julie A. Simons, Grantees, and recorded in the Official Public Records of
Adams County, Colorado, under Reception #C0026899**

RECEPTION#: 2011000081505, 12/12/2011 at 08:39:37 AM, 1 OF 2, D \$12.71 TT
Pgs: 2 Doc Type:PRPDD Karen Long, Adams County, CO Recorded As Received

After Recording Please Return to:
John J. Houlihan, IV
29 Huntwick Lane
Englewood, Co 80113

PERSONAL REPRESENTATIVE'S DEED
(Testate Estate)

THIS DEED made on the 8th day of December, 2011 by Kathryn Meyer and Duane Becker, as Last Surviving Co-Personal Representatives of the Estate of THOMAS WILLIAM VETTER aka THOMAS W. VETTER aka THOMAS VETTER aka TOM VETTER aka TOMMY VETTER, deceased ("Grantor"), to JOHN J. HOULIHAN, IV, ("Grantee"), whose address is 29 HUNTWICK LANE, ENGLEWOOD, CO. 80113

WHEREAS the decedent THOMAS W. VETTER died on 1-31-2006, after executing his last will and testament, and on 7-15-2005, in ADAMS County Colorado District Court Probate Case No. 06PR0171 as Representatives of said Estate and are qualified and acting in said capacity.

NOW THEREFORE, pursuant to the powers conferred upon Grantor by the Colorado Probate Code, Grantor does hereby sell, convey, assign, transfer, and set over unto Grantee, for and in consideration of the sum of ONE HUNDRED TWENTY SEVEN THOUSAND FIFTY DOLLARS AND NO CENTS (\$127,050.00) and other valuable consideration, the receipt and sufficiency of which is acknowledged, the following real property situated in ADAMS County, Colorado:

The West Half of the West Half of Section 32, Township 1 South, Range 64 West of the Sixth Principal Meridian,
EXCEPT that portion thereof conveyed by Warranty Deed recorded October 26, 1994 in Book 4413 at Page 173,

County of Adams,
State of Colorado

For informational purposes only, known as: VACANT LAND ON IMBODEN RD,
HUDSON, CO. 80642

To have and to hold the property, together with all and singular the rights, members and appurtenances thereof, to the same belonging or in any way appertaining to the only proper use and benefit of Grantee to the same extent and manner as it was held by the deceased.

In witness thereof, the Grantor has signed, sealed and delivered this deed on the date written above.

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RECEPTION#: 2011000081505, 12/12/2011 at 08:39:37 AM, 2 OF 2, Doc Type:PRPDD TD
Pages: 2 Karen Long, Adams

THE ESTATE OF THOMAS W. VETTER, DECEASED

By: Kathryn E. Meyer
KATHRYN MEYER
As Co-Personal Representative

BY: Duane L. Becker
DUANE BECKER
As Co-Personal Representative

State of Colorado)
County of Adams) ss:

The above Personal Representative's Deed was signed and acknowledged before me, Janet S. Jackson, as Notary Public, on the 8th day of December, 2011, by Kathryn Meyer and Duane Becker, as Co-Personal Representatives of the Estate of THOMAS W. VETTER, DECEASED.

Witness my Hand and Official Seal
My Commission Expires:
5-8-15

Janet S. Jackson
Notary Public



My Commission Expires 05/08/2015

1625 Broadway
Suite 2200
Denver, Colorado 80202

Tel: 303.228.4000
Fax: 303.228.4280



CERTIFIED ARTICLE NO.
7012 1010 0000 7751 0936
RETURN RECEIPT REQUESTED

April 18, 2013

Mr. John J. Houlihan
29 Huntwick Lane
Englewood, CO 80113

RE: Oil and Gas Lease dated October 27, 2008 between The Estate of Thomas W. Vetter, deceased and Capital Land Services, Inc. covering:

Township 1 South, Range 64 West, 6th P.M.
Section 32: W/2W/2

Dear Mr. Houlihan:

Thank you for your letter regarding the above captioned Oil and Gas Lease. Upon receipt of your letter we reviewed the Oil and Gas Lease and were unable to determine how you had an interest in the property. After review of the lease, we tendered a Shut-In royalty payment to the Lessor in our records. We recently received communication from Ms. Kathryn Meyer indicating that the property and associated mineral rights had been sold to you by the Estate of Thomas W. Vetter. Ms. Meyer was kind enough to return the Shut-In royalty payment and provide us with the necessary documents to update our records to show you as the owner of the property. If you would please complete the enclosed W-9, we will then be able to re-issue the Shut-In royalty payment to you. I have enclosed a return envelope for your convenience. Should you have any questions, please feel free to contact me directly at (303) 228-4008.

Sincerely,

NOBLE ENERGY, INC.

A handwritten signature in black ink, appearing to read 'Anna Hudson', with a stylized flourish at the end.

Anna Hudson
Lead Land Negotiator

Form **W-9**
(Rev. December 2011)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give Form to the
requester. Do not
send to the IRS.

Print or type
See Specific Instructions on page 2.

Name (as shown on your income tax return)	
Business name/disregarded entity name, if different from above	
Check appropriate box for federal tax classification: <input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ <input type="checkbox"/> Other (see instructions) ▶ _____	
Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
City, state, and ZIP code	
List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number									
				-			-		
Employer identification number									
				-					

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
- I am a U.S. citizen or other U.S. person (defined below).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 4.

Sign Here	Signature of U.S. person ▶	Date ▶
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

John J. Houlihan IV
29 Huntwick Lane
Englewood, Colorado 80113

June 19, 2013

Ms. Anne Hudson
Noble Energy, Inc.
1625 Broadway, Suite 2200
Denver, Colorado 80202

Re.: Oil and Gas Lease dated October 27, 2008, between the Estate of Thomas W. Vetter, deceased, and Capital Land Services, Inc., covering: Township 1 South, Range 64 West, 6th P. M., W ½ W ½ Section 32

Dear Ms. Hudson:

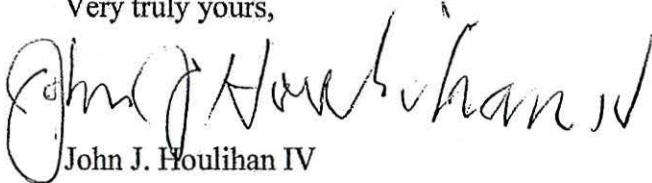
Enclosed is the completed W-9 Form.

Paragraph 5 of the subject Oil and Gas Lease provides, in part as follows:

After completion of a well capable of producing in paying quantities hereunder, Lessee shall drill such additional wells on the leased premises or lands pooled or unitized therewith as a reasonably prudent operator would drill under the same or similar circumstances to (a) develop the leased premises as to reservoirs then capable of producing in paying quantities on the leased premises or lands pooled or unitized therewith...

Noble has extensive experience with drilling horizontal wells in this area. As mineral owner, I demand that Noble drill at least one (1) horizontal well to develop the minerals under this property by January 1, 2015, or release the lease.

Very truly yours,



John J. Houlihan IV

JJH/etr
Enc.

1625 Broadway
Suite 2200
Denver, Colorado 80202



U.S. POSTAGE >> PITNEY BOWES



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Noble Energy, Inc.
Attn: Anna Hudson
1625 Broadway, Suite 2200
Denver, CO 80202

Exhibit 9
Form 38 Transmittal
John J. Houlihan IV

ASSIGNMENT, BILL OF SALE AND CONVEYANCE

Adams County, Colorado

KNOW ALL MEN BY THESE PRESENTS:

NOBLE ENERGY, INC., a Delaware corporation, whose address is 1001 Noble Energy Way, Houston, Texas 77070, and **NOBLE ENERGY WYCO, LLC**, a Delaware limited liability company, whose address is 1001 Noble Energy Way, Houston, Texas 77070 (collectively, "**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, DEED, SELL, ASSIGN, TRANSFER, AND CONVEY, subject to the terms of the "Agreement", as defined below, and the exceptions and reservations and the terms and provisions herein contained, to **HRM RESOURCES II, LLC**, a Delaware limited liability company ("**Assignee**") whose address is 410 17th Street, Suite 1100, Denver, Colorado 80202, the entirety of Assignor's right, title and interest, including all rights, estates, powers and privileges appurtenant thereto in and to the following described assets and interests, but excluding the Excluded Assets (collectively, the "**Acquired Assets**");

(a) the Hydrocarbon leases listed on Exhibit A (the "**Acquired Leases**") and the lands covered thereby and all corresponding interest in and to all of the property and rights incident thereto (the "**Leased Lands**"), and the production of Hydrocarbons in, on, or under the Leased Lands (collectively, the "**Acquired Interests**");

(b) all existing and effective unitization, pooling, and communitization agreements, declarations, and orders covering any of the Leased Lands (the Leased Lands, together with all other lands pooled or unitized under such agreements, declarations, and orders, are referred to as the "**Lands**");

(c) all Hydrocarbon wells, water wells, disposal wells, injection wells, abandoned wells and any associated lateral pipelines located on the Lands, including the oil and gas wells and any associated lateral pipelines listed on Exhibit B, whether producing or non-producing (the "**Acquired Wells**," and together with the Acquired Interests and the

Lands, the "**Acquired Properties**");

(d) all hydrocarbons (or the proceeds from the sale of hydrocarbons for which no adjustment is made to the Base Purchase Price under Section 2.2 of the Agreement) in, on, or under, or that may be produced from, the Lands on or after the Effective Time, all hydrocarbon inventories from or attributable to the Lands in storage on the Effective Time, and all hydrocarbons attributable to make-up rights and obligations with respect to imbalances attributable to the Lands;

(e) all Easements on or over the Lands or that are used or useful as of the Effective Time or as of the Closing Date in connection with the ownership, exploration, development, and production and operations of the Acquired Properties, including, but not limited to, those Easements listed on Exhibit C;

(f) all owned and leasehold interests in the Equipment located on the Lands as of the Closing Date, or that are used or held for use as of the Closing Date in connection with the ownership, exploration, development, and production and operation of the Acquired Properties;

(g) all transferable Permits that have been granted or issued as of the Closing Date in connection with the ownership of, or the Operations applicable to, the Acquired Properties;

(h) to the extent transferable, all hydrocarbon sales, purchase, gathering, and processing contracts, operating agreements, balancing agreements, joint venture agreements, partnership agreements, farmout and farmin agreements, area of mutual interest agreements, contribution agreements, and other contracts and agreements held in connection with the ownership, exploration, development, and production and operation of the Acquired Assets to which Assignor is a party or that bind the Acquired Assets (the "**Acquired Contracts**"), including those contracts and agreements listed on Exhibit A-4 of the Agreement (the "**Material Contracts**"); *provided, however*, that the Acquired Contracts shall not include any proprietary or unrecorded contracts or agreements by which Assignor acquired its interest in the Acquired Interests or Lands, in each case to the extent, and only to the extent, such Acquired Contracts do not relate to or burden the Acquired Interests or Lands;

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Type:OG LS Karen Long, Adams County, CO

(i) the interests in surface real property and leasehold estates in surface real property used in connection with the ownership or operations of the Acquired Assets, including those interests listed on Exhibit D (the "Acquired Real Estate"), which Exhibit D indicates whether each such parcel of real estate is owned or leased by Assignor;

(j) to the extent transferable, all Records relating to the Acquired Assets described in (a) through (i) above or the ownership, exploration, development, and production and operation of the Acquired Properties maintained by or in the possession of Seller or any of its Affiliates (the "Acquired Records").

Notwithstanding anything to the contrary contained herein, Assignor hereby excepts, excludes and reserves from the grant and conveyance described herein, unto itself and its successors and assignees, the entirety of Assignor's right, title and interest, including all rights, estates, powers and privileges appurtenant thereto, in and to the following (the "Excluded Assets");

(a) all accounts receivable or rights to payment, refund, or indemnity accruing or attributable to any period before the Effective Time, including the right to any payments with respect to any Royalties, the full benefit of all Liens, security for such accounts or rights to payment accruing or attributable to any period before the Effective Time or that include or relate to any of the Retained Liabilities, and all rights, Claims, refunds, causes of action, or choses in action relating to the foregoing, except in each case with respect to Property and Production Taxes for which Purchaser is responsible under the Agreement;

(b) all production of hydrocarbons from or attributable to the Acquired Properties with respect to any period before the Effective Time, other than hydrocarbons in storage on the Effective Time and make-up hydrocarbon with respect to imbalances described in the Agreement and any proceeds attributable to any such pre-Effective Time production for which no adjustment is made to the Base Purchase Price, and all rights, Claims, refunds, causes of action, or choses in action relating to such production or proceeds;

(c) except as contemplated by the Agreement in respect of Casualty Losses, all insurance policies, and any Claims, payments, and proceeds under any such insurance policies;

(d) all hedging instruments and any rights under any such hedging instruments;

(e) all deposits, surety bonds, rights under any letters of credit, and collateral pledged to secure any Liability or obligation of Seller in respect of the Acquired Assets;

(f) all rights or interest of Seller or its Affiliates in any intellectual property, industrial property, and other proprietary rights (or portion thereof) owned, licensed, or developed by such Person, or in which such Person has any rights or interests, including any trademark, service mark, trade name, fictitious business name, or other similar intangible asset, registered or unregistered copyrights, patents, inventions, software or systems, and all versions, forms and embodiments thereof, trade secrets and customer lists, and applications for registration and registrations of any of the foregoing.

(g) all information entitled to legal privilege, including attorney work product and attorney-client communications (excluding title opinions), and information relating to the Excluded Assets;

(h) Seller's or its Affiliates' studies related to reserve assessments and economic estimates and analyses;

(i) records relating to the auction, marketing, acquisition or disposition agreements (or proposed acquisition or disposition) of the Acquired Assets, including the existence, identity and inquiries and proposals received from or made to, and records of negotiation with, any Person, and any economic analyses associated therewith, but excluding rights under confidentiality, non-disclosure and similar agreements related to the foregoing (which shall be Acquired Assets to the extent transferable);

(j) any assets and properties of Seller specifically listed in Exhibit B of the Agreement, regardless that such assets and properties may be used or held for use in connection with the Acquired Assets;

(k) all proceeds from the settlement or disposition of any Claims, Proceedings, or disputes to the extent such proceeds relate to the other Excluded Assets or the Retained Liabilities;

(l) to the extent relating to the other Excluded Assets or relating to matters for which Purchaser has agreed to indemnify the Indemnified Purchaser Parties hereunder or relating to any of the Retained Liabilities, all warranties and rights to indemnification;

(m) audit rights under operating agreements or other contracts or agreements with respect to periods before the Effective Time or in connection with any other Excluded Assets or matters for which Purchaser has agreed to indemnify the Indemnified Purchaser Parties hereunder or relate to any of the Retained Liabilities (and Purchaser will cooperate with Seller to facilitate Seller's exercise of such rights);

(n) all fee mineral interests, Royalties, overriding royalties, net profit interests, production payments and other non-cost bearing revenue interests burdened by, burdening or attributable to the Acquired Properties;

(o) all rights, Claims, refunds, causes of action, or choses in action of Seller (i) under the Transaction Documents, (ii) arising out of or relating to any of the other Excluded Assets, the Retained Liabilities or any other matters for which Seller is obligated hereunder to indemnify any Person, (iii) attributable to Title Defects or Environmental Defects to the extent the Base Purchase Price has been reduced as a result of such Title Defect or Environmental Defect or (iv) any Indemnified Title Defect or Indemnified Environmental Defect to the extent Seller is obligated hereunder to indemnify any Person;

(p) corporate, financial, Tax and legal data and records of Seller that relate primarily to Seller's business generally (whether or not relating to the Acquired Assets), or to businesses of each Seller and any Affiliate of any Seller other than the exploration and production of hydrocarbons;

(q) software and Records to the extent disclosure or transfer is prohibited or subjected to payment of a fee, penalty or other consideration by any license agreement or other agreement with a Person other than Affiliates of Seller, or by applicable Law, and for which no consent to transfer has been received or for which Purchaser has not agreed in writing to pay such fee, penalty or other consideration, as applicable;

(r) ownership of all Technical Data and any and all interpretive data and analysis of any of the foregoing;

(s) any Tax refund (whether by payment, credit, offset or otherwise, and together with any interest thereon) in respect of any Taxes for which Seller is liable for payment or required to indemnify Purchaser under the Agreement;

(t) any Claims of Seller or any Affiliate of Seller for any refunds of or loss of carry forwards with respect to (i) severance Tax abatements with respect to all taxable periods or portions thereof ending on or prior to the Effective Time, (ii) Income Taxes or franchise Taxes or (iii) any Taxes attributable to any Excluded Assets;

(u) all personal property of Seller or any Affiliates of Seller that is not included within the definition of "Acquired Assets", including all vehicles, personal computers and associated peripherals, licensed software, all radio, cell phones and telephone equipment; and

(v) any Acquired Assets specifically excluded in the Agreement.

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

1. This Assignment, Bill of Sale and Conveyance ("**Assignment**") shall be effective as of November 1, 2014, at 12:01 a.m., Houston, Texas, time (the "**Effective Time**") and shall be subject to the terms and conditions of that certain Purchase and Sale Agreement dated as of November 12, 2014, among Assignor and Assignee (the "**Agreement**"), 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 Agreement, the Agreement shall control in all respects and shall not merge into the terms of this Assignment. Capitalized terms used in this Assignment that are not otherwise defined herein or on Appendix I shall have the respective meanings given to them in the Agreement.

2. Except as set forth in the Agreement, Assignor makes no warranty, express, implied or statutory, as to any of the rights, titles or interests hereby conveyed, and all such rights, titles or interests are sold to and accepted by the Assignor "as-is" and "where-is" with all defects and faults, if any, except that other than any Permitted Liens, Assignor warrants title to the Acquired Assets

against all persons lawfully claiming the same, or any part thereof, by, through or under Assignor, but not otherwise.

3. Assignee hereby assumes and agrees to timely and fully pay, perform, and otherwise discharge, the Assumed Liabilities, under the terms of, and subject to the conditions in, the Agreement.

4. Separate governmental forms of assignments of the Acquired Leases 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, 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.

5. 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 Acquired Assets. This Assignment is intended to be recorded and filed of record. To facilitate recordation, there are 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.

6. This Assignment may be executed and delivered in one or more counterparts, each of which when executed and delivered shall be an original, and all of which when executed shall constitute one and the same instrument.

7. 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 Acquired 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, that Assignor is entitled to enforce with respect to the

Acquired Assets.

8. Assignor agrees to execute and deliver to Assignee, from time to time, such other and additional instruments, notices, and other documents, and to do all such other and further acts and things as may be necessary to more fully and effectively grant, convey and assign to Assignee the Acquired Assets.

[Signature pages follow]

UNOFFICIAL COPY

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

ASSIGNOR:

NOBLE ENERGY, INC.

By: Lawson L. Freeman
Name: Lawson L. Freeman
Title: Vice-President, Business Development

NOBLE ENERGY WYCO, LLC

By: Lawson L. Freeman
Name: Lawson L. Freeman
Title: Vice-President

Signature Page to Adams County, Colorado Assignment

ASSIGNEE:

HRM RESOURCES II, LLC

By: [Signature]
Name: L. Roger Hutson
Title: President

ACKNOWLEDGMENT

STATE OF Colorado

COUNTY OF DENVER

§
§
§

The foregoing instrument was acknowledged before me this December 22nd, 2014 by L. Roger Hutson, President of HRM Resources II, LLC, a Delaware limited liability company, on behalf of the limited liability company.



[Signature]
NOTARY PUBLIC in and for the aforesaid
County and State DENVER, CO
Name: FRANKIE L. MARTINEZ
Commission Expires: AUG 11, 2016
Notary No. 20084027763

Signature Page to Adams County, Colorado Assignment

Exhibit ALeases

326290 00	CO	ADAMS	Oil And Gas Lease	5/15/ 1998	5/15/2 001	5/15/1 998	UNION PACIFIC RESOURCES COMPANY	UNITED STATES EXPLORATION INC	C0400893	5342	193- 0204	USA/CO/Adams 06 T001S - R064W: SEC 029 NE4 From top SURFACE to bottom J SAND
325190 00	CO	ADAMS	Oil And Gas Lease	2/3/1 970	2/3/19 80	2/3/19 70	HAROLD W HOSMER ET UX	T S PACE	886184	1584	31-32	USA/CO/Adams 06 T001S - R064W: SEC 032 E2 W2, SE4 All Depths
Q02570 9000	CO	ADAMS	Oil And Gas Lease	10/27 /2008	10/27/ 2011	10/27/ 2008	ESTATE OF THOMAS W VETTER ET AL	CAPITAL LAND SERVICES INC	2.009E+1 2	-	-	USA/CO/Adams 06 T001S - R064W: SEC 032 W2 W2 All Depths Metes & Bound: SEE ORIGINAL

EXHIBIT "B"
Wells

ST	COUNTY	CMPL RC	API	WELL RC	CMPL NAME	TWP	RGE	SEC	QTR	OPERATOR NAME	BPO WI	BPO NRI	APO WI	APO NRI		
CO	ADAMS	434410873	500109349	424410773	HSR BOWEN FARMS 3-9	3S	62W	9	N2	HILCORP ENERGY CO	50.0000%	40.0000%	50.0000%	40.0000%		
CO	ADAMS	432131815	500108268	422131651	JOHNSON 28-11DS	2S	64W	28	NWNW	NOBLE ENERGY, INC	100.0000%	81.8750%	100.0000%	81.8750%		
CO	ADAMS	432131814	500108268	422131651	JOHNSON 28-11JS	2S	64W	28	NW	NOBLE ENERGY, INC	100.0000%	81.8750%	100.0000%	81.8750%		
CO	ADAMS	432132236	500107983	422132015	JOY 21-4	1S	64W	4	SESW	NOBLE ENERGY, INC	78.9922%	64.7736%	78.9922%	64.7736%		
CO	ADAMS	432132344	500108225	422132243	KALCEVIC 2 32-03 JS	2S	63W	3	SWNE	NOBLE ENERGY, INC	100.0000%	80.0000%	100.0000%	80.0000%		
CO	ADAMS	434409658	500108362	424409558	KALCEVIC 22-3	2S	63W	3	SESW	CRIMSON EXPL OPERATING INC	15.2264%	11.0392%	15.2264%	11.0392%		
CO	ADAMS	434409659	500108506	424409559	KALCEVIC 24-3	2S	63W	3	SESW	CRIMSON EXPL OPERATING INC	15.3628%	11.1380%	15.3628%	11.1380%		
CO	ADAMS	434409660	500108480	424409560	KALCEVIC 33-3	2S	63W	3	NWSE	CRIMSON EXPL OPERATING INC	15.3628%	11.1380%	15.3628%	11.1380%		
CO	ADAMS	432132349	500109099	422132245	KALLSEN 15-01 DS	2S	62W	15	NENE	NOBLE ENERGY, INC	100.0000%	83.5000%	100.0000%	83.5000%		
CO	ADAMS	434409689	500109173	424409589	KELTON A-2	2S	64W	5	SWSW	HILCORP ENERGY CO	30.0000%	24.0000%	30.0000%	24.0000%		
CO	ADAMS	434409690	500109185	424409590	KELTON A-3	2S	64W	5	SESW	HILCORP ENERGY CO	30.0000%	24.0000%	30.0000%	24.0000%		
CO	ADAMS	432124959	500107417	422124837	KIOWA FRICK 01-12 JS	3S	62W	12	SE	NOBLE ENERGY, INC	100.0000%	87.5000%	100.0000%	87.5000%		
CO	ADAMS	432127587	500106721	422127424	LINNEBUR 1 41-19 DS	2S	61W	19		NOBLE ENERGY, INC	100.0000%	80.0000%	100.0000%	80.0000%		
CO	ADAMS	432127586	500106721	422127424	LINNEBUR 1 41-19 JS	2S	61W	19		NOBLE ENERGY, INC	100.0000%	80.0000%	100.0000%	80.0000%		
CO	ADAMS	434409922	500109413	424409822	LINNEBUR 42-1 APO	3S	61W	1	NE	SOVEREIGN ENERGY LLC	30.0000%	24.0000%	30.0000%	24.0000%		
CO	ADAMS	434410086	500108303	424409986	LYNN 1	1S	63W	22	NWSE	SMITH OIL PROPERTIES INC	5.5000%	4.2154%	5.5000%	4.2154%		
CO	ADAMS	435661542	500109634	425661541	MANSFIELD USX DK31-19	1S	59W	31		NOBLE ENERGY, INC	100.0000%	80.0000%	100.0000%	80.0000%		
CO	ADAMS	432130812	500109542	422130672	MCKINNEY 01-09	1S	64W	9		NOBLE ENERGY, INC	100.0000%	80.0000%	100.0000%	80.0000%		
CO	ADAMS	434424523	500109633	424424393	MINIS USX YM03-14	3S	64W	3		NOBLE ENERGY, INC	100.0000%	80.0000%	100.0000%	80.0000%		
CO	ADAMS	432131897	500108682	422131689	MIYACA 1 DS	1S	62W	3		NOBLE ENERGY, INC	100.0000%	80.0000%	100.0000%	80.0000%		
CO	ADAMS	432131896	500108682	422131689	MIYACA 1 JS	1S	62W	3		NOBLE ENERGY, INC	100.0000%	80.0000%	100.0000%	80.0000%		
CO	ADAMS	432132452	500108194	422132294	MOOREHEAD 1 41-19 JS	2S	61W	9		NOBLE ENERGY, INC	100.0000%	80.0000%	100.0000%	80.0000%		
CO	ADAMS	434410520	500108415	434410420	MUNDELL 12-21	2S	64W	21	NW	CRIMSON EXPL OPERATING INC	20.9135%	14.9660%	20.9135%	14.9660%		
CO	ADAMS	432127799	500107996	422127696	PENNY 32-08 DS	1S	64W	8	SWNE	NOBLE ENERGY, INC	88.7443%	68.8692%	88.7443%	68.8692%		
CO	ADAMS	432126631	500107825	422126467	PILAND 22-31 JS	2S	63W	31		NOBLE ENERGY, INC	100.0000%	80.0000%	100.0000%	80.0000%		
CO	ADAMS	432128264	500107362	422128085	PRAIRIE VETTER 01 JS	2S	63W	22	W2	NOBLE ENERGY, INC	100.0000%	83.4375%	100.0000%	83.4375%		
CO	ADAMS	432107051	500109012	422106906	STATE 14-32 DS	2S	62W	14	W2NE	NOBLE ENERGY, INC	100.0000%	87.5000%	100.0000%	87.5000%		
CO	ADAMS	432123697	500107997	422123564	TERRI 14-04 DS	1S	64W	4	SWSW	NOBLE ENERGY, INC	80.9375%	67.5828%	80.9375%	67.5828%		
CO	ADAMS	434407254	500107198	424407154	UP 23 PA H 1	2S	64W	17	E2	HILCORP ENERGY CO	50.0000%	40.0000%	50.0000%	40.0000%		
CO	ADAMS	434407255	500107320	424407155	UP 23 PA L 1	2S	64W	9	E2	HILCORP ENERGY CO	50.0000%	40.0000%	50.0000%	40.0000%		
CO	ADAMS	434407256	500107401	424407156	UP 24 PA E 1	2S	64W	15	SWNE	HILCORP ENERGY CO	50.0000%	40.0000%	50.0000%	40.0000%		
CO	ADAMS	432122234	500106194	422122033	UPRR USX AM 19-16 JS	3S	62W	19	SESE	NOBLE ENERGY, INC	100.0000%	80.0000%	100.0000%	80.0000%		
CO	ADAMS	432122365	500109201	422122262	UPV 07-15N3 JS	2S	63W	7	SE	NOBLE ENERGY, INC	100.0000%	85.0000%	100.0000%	85.0000%		
CO	ADAMS	432122432	500109210	422122294	UPV 25-08N3 JS	2S	63W	25	NE4	NOBLE ENERGY, INC	100.0000%	75.0000%	100.0000%	75.0000%		
CO	ADAMS	432122444	500109247	422122300	UPV 27-07M4 DS	1S	64W	27	S2NE	NOBLE ENERGY, INC	100.0000%	85.0000%	100.0000%	85.0000%		
CO	ADAMS	432122476	500109212	422122315	UPV 31-16N3 JS	2S	63W	31	E2SE	NOBLE ENERGY, INC	100.0000%	85.0000%	100.0000%	85.0000%		
CO	ADAMS	432122519	500106408	422122334	VETTER 01-22 JS	2S	62W	22	E2	NOBLE ENERGY, INC	87.5000%	73.1875%	87.5000%	73.1875%		
CO	ADAMS	432122521	500108252	422122335	VETTER 12-02 1 JS	2S	63W	2	S2NW	NOBLE ENERGY, INC	100.0000%	80.0000%	100.0000%	80.0000%		
CO	ADAMS	432122523	500107301	422122336	VETTER 12-32 JS	1S	64W	32	W2NW	NOBLE ENERGY, INC	100.0000%	86.0938%	75.0000%	64.2188%		
CO	ADAMS	432122526	500108290	422122337	VETTER 21-02 2 DS	2S	63W	2		NOBLE ENERGY, INC	100.0000%	80.0000%	100.0000%	80.0000%		

FORM
10
Rev
10/12

State of Colorado
Oil and Gas Conservation Commission

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



01/14/2015

Document Number:
400737068

CERTIFICATION OF CLEARANCE AND/OR CHANGE OF OPERATOR

This form is to be used for Certification of Clearance to transport product off lease. A Form 10 shall be filed for a well within 30 days of first production or a change of transporter/gatherer. A Form 10 shall be filed within 15 days of a change or transfer of ownership of a well, location, pit or facility. Documentation for ratification of sale or transfer of ownership must be attached for Change of Operator. It is the Operator's responsibility to mail approved copies to the Transporter and/or Gatherer for each well listed. This form is not used for well name or well status changes. For more information, visit [www.http://cogcc.state.co.us](http://cogcc.state.co.us)

OGCC Operator Number: 100322 Contact Person: JEAN MUSE-REYNOLDS
Company Name: NOBLE ENERGY INC Phone: (303) 228-4316
Address: 1625 BROADWAY STE 2200 Fax: (303) 228-4286
City: DENVER State: CO Zip: 80202 Email: jmuse@nobleenergyinc.com

Operator Bond Status: ☒ Blanket Surety ID: 2001-0124 Individual Surety ID: see listing by individual well

☒ **New Well Cert of Clearance** ☒ **Change of Operator** ☐ **Add/Change Transporter or Gatherer**

Effective Date of Change Below 11/01/2014 Form is being submitted by: Seller

Non-Submitting Operator Information:

OGCC Number of NON-Submitting 10273 Name of NON-Submitting HRM RESOURCES LLC
NON-submitting Operator is Buyer Contact Name APRIL PROHASKA Title: Production Operations
NON-submitting Operator Contact Email: aprohaska@hrmres.com

Add/Change Transporter or Gatherer

<input checked="" type="checkbox"/> Add	<input type="checkbox"/> Delete	Product: <input checked="" type="checkbox"/> Oil	<input type="checkbox"/> Gas
OGCC Transporter No: <u>83720</u> Suffix: _____			
Trans./Gatherer Name: <u>SUNCOR ENERGY (USA) INC</u>			
Address: <u>717 17TH STREET #2900</u>		City: <u>DENVER</u>	State: <u>CO</u> Zip: <u>80202</u>
Phone: <u>(303) 227-6142</u>		Email Contact: <u>galexander@suncor.com</u>	
<input checked="" type="checkbox"/> Add	<input type="checkbox"/> Delete	Product: <input checked="" type="checkbox"/> Oil	<input type="checkbox"/> Gas
OGCC Transporter No: <u>10016</u> Suffix: _____			
Trans./Gatherer Name: <u>SEMCORUPE LP</u>			
Address: <u>6120 S YALE STE 650</u>		City: <u>TULSA</u>	State: <u>OK</u> Zip: <u>74136</u>
Phone: ()		Email Contact: _____	
<input checked="" type="checkbox"/> Add	<input type="checkbox"/> Delete	Product: <input type="checkbox"/> Oil	<input checked="" type="checkbox"/> Gas
OGCC Transporter No: <u>4680</u> Suffix: _____			
Trans./Gatherer Name: <u>DCP MIDSTREAM LP</u>			
Address: <u>370 17TH STREET - SUITE 2500</u>		City: <u>DENVER</u>	State: <u>CO</u> Zip: <u>80202</u>
Phone: <u>(303) 605-2166</u>		Email Contact: <u>KERice@dcpmidstream.com</u>	
<input checked="" type="checkbox"/> Add	<input type="checkbox"/> Delete	Product: <input type="checkbox"/> Oil	<input checked="" type="checkbox"/> Gas
OGCC Transporter No: <u>100323</u> Suffix: _____			
Trans./Gatherer Name: <u>AKA ENERGY GROUP LLC</u>			
Address: <u>65 MERCADO STREET - STE #250</u>		City: <u>DURANGO</u>	State: <u>CO</u> Zip: <u>81301</u>
Phone: ()		Email Contact: _____	

<input checked="" type="checkbox"/> Add	<input type="checkbox"/> Delete	Product: <input type="checkbox"/> Oil	<input checked="" type="checkbox"/> Gas
OGCC Transporter No: <u>47121</u> Suffix: _____			
Trans./Gatherer Name: <u>KERR MCGEE GATHERING LLC</u>			
Address: <u>PO BOX 173779</u>		City: <u>DENVER</u>	State: <u>CO</u> Zip: <u>80202-1918</u>
Phone: ()		Email Contact: _____	

<input checked="" type="checkbox"/> Add	<input type="checkbox"/> Delete	Product: <input type="checkbox"/> Oil	<input checked="" type="checkbox"/> Gas
OGCC Transporter No: <u>10120</u> Suffix: _____			
Trans./Gatherer Name: <u>NOBLE ENERGY PRODUCTION INC</u>			
Address: <u>1625 BROADWAY STE 2200</u>		City: <u>DENVER</u>	State: <u>CO</u> Zip: <u>80202</u>
Phone: <u>(303) 228-4000</u>		Email Contact: _____	

Remark: Operatorship will transfer on the 31st of December, but closing will take place December 23. Effective date of the assignment will be November 1, 2014.

I hereby certify that the statements made in this form are, to the best of my knowledge, true, correct and complete. The transporter(s)/gatherer(s) is (are) authorized to transport the oil and/or gas produced from the listed well(s) and that this authorization will be valid until further notice to the transporter named herein or until cancelled by the Colorado Oil and Gas Conservation Commission.

SUBMITTED BY:

Signed: _____ Print Name: MUSE-REYNOLDS,JEAN
Title: REGULATORY Email: jmuse@nobleenergyinc.com Date: 01/14/2015

CHANGE OF OPERATOR:

Name of Buying Operator: <u>HRM RESOURCES LLC</u>	Name of Selling Operator: <u>NOBLE ENERGY INC</u>
Signature: _____ Date: <u>11/01/2014</u>	Signature: _____ Date: <u>11/01/2014</u>
Print Name: <u>APRIL PROHASKA</u> Title: <u>Production Operations Admin.</u>	Print Name: <u>MUSE-REYNOLDS,JEAN</u> Title: <u>REGULATORY</u>

COGCC Approved: _____ **Title:** _____ **Date:** _____

40	WELL	001-09247	203687	320410	UPV	27-7M4	SWNE/27/1S/64W	10016
	WELL		203687	320410				10120
	WELL		203687	320410				47121
	WELL		203687	320410				83720
	WELL		203687	320410				100323
41	WELL	001-09212	203652	320402	UPV	31-16N3	SESE/31/2S/63W	4680
	WELL		203652	320402				10016
	WELL		203652	320402				10120
	WELL		203652	320402				47121
	WELL		203652	320402				83720
	WELL		203652	320402				100323
42	WELL	001-06408	201005	319700	VETTER	1-22	SWSE/22/2S/62W	4680
	WELL		201005	319700				10016
	WELL		201005	319700				10120
	WELL		201005	319700				47121
	WELL		201005	319700				83720
	WELL		201005	319700				100323
43	WELL	001-08252	202847	320155	VETTER 12-2	1	SWNW/2/2S/63W	4680
	WELL		202847	320155				10016
	WELL		202847	320155				10120
	WELL		202847	320155				47121
	WELL		202847	320155				83720
	WELL		202847	320155				100323
44	WELL	001-07301	201897	319923	VETTER	12-32	SWNW/32/1S/64	4680
	WELL		201897	319923				10016
	WELL		201897	319923				10120
	WELL		201897	319923				47121
	WELL		201897	319923				83720
	WELL		201897	319923				100323
45	WELL	001-09265	203705	320416	WAGNER	18-12M4	NWSW/18/1S/64	4680
	WELL		203705	320416				10016
	WELL		203705	320416				10120
	WELL		203705	320416				47121
	WELL		203705	320416				83720
	WELL		203705	320416				100323
46	WELL	001-07626	202221	320006	WAILES 41-33	1-X	NENE/33/1S/64W	4680
	WELL		202221	320006				10016
	WELL		202221	320006				10120
	WELL		202221	320006				47121
	WELL		202221	320006				83720
	WELL		202221	320006				100323
47	WELL	001-07967	202562	320082	WANDA	41-8	NENE/8/1S/64W	4680
	WELL		202562	320082				10016
	WELL		202562	320082				10120
	WELL		202562	320082				47121
	WELL		202562	320082				83720
	WELL		202562	320082				100323
48	WELL	005-07108	278458	320794	FREUND	42-21	SENE/21/5S/63W	4680
	WELL		278458	320794				10016
	WELL		278458	320794				10120
	WELL		278458	320794				47121
	WELL		278458	320794				83720

ASSIGNMENT, BILL OF SALE AND CONVEYANCE

STATE OF COLORADO)
)
COUNTY OF ADAMS) KNOW ALL MEN BY THESE PRESENTS:

THAT, **HRM RESOURCES II, LLC**, a Delaware limited liability company, whose address is 410 17th Street, Suite 1600, Denver, CO 80202 and **PAPE OILFIELD SERVICE, INC.**, a Colorado corporation, whose address is P.O. Box 66, Bennett, CO 80102 (collectively referred to herein as "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 is hereby acknowledged, does hereby GRANT, BARGAIN, SELL, ASSIGN, TRANSFER and CONVEY to:

PAINTED PEGASUS PETROLEUM, LLC
11511 KATY FREEWAY, SUITE 600C
HOUSTON TX 77079

referred to herein as "Assignee", without warranty of title of any kind, express or implied, and subject to the terms and conditions hereinafter set out, all of Assignor's right, title and interest in, to and under (i) the oil and gas leases described in Exhibit "A", attached hereto and made a part hereof, and the oil and gas leasehold estates created thereunder (collectively, the "Leases"), insofar and only insofar as they cover the lands described in Exhibit "A" hereto (collectively, the "Lands"), and (ii) all real, personal and intangible property rights appurtenant to such Leases and Lands, including, without limitation, the following (all of Assignor's right, title and interest described below being hereinafter collectively referred to as the "Interests"):

- a. Leasehold interests in oil, gas or other minerals, including, without limitation, working interests, carried working interests, rights of assignment and reassignment and other interests under or in the Leases and Lands, and interests in rights to explore for and produce oil, gas and other minerals;
- b. Fee interests in oil, gas or other minerals, including, without limitation, rights under mineral deeds, conveyances or assignments;
- c. Royalties, overriding royalties, production payments, rights to take royalties in kind, or other interests in production of oil, gas or other minerals after the Effective Time;
- d. Rights and interests in or derived from unit agreements, orders and decisions of state and federal regulatory authorities establishing units, joint operating agreements, enhanced recovery and injection agreements, gas sales contracts, farmout agreements and farmin agreements, options, drilling agreements, exploration agreements, assignments of operating rights, working interests and subleases;
- e. Rights-of-way, easements, servitudes and franchises acquired or used in connection with operations for the exploration and production of oil, gas or other minerals;
- f. Permits and licenses of any nature owned, held or operated in connection with operations for the exploration and production of oil, gas or other minerals, to the extent such permits and licenses are transferable; and
- g. Rights and interests in and to the wells, including those wells listed in Exhibit B, the machinery, equipment, fixtures, related inventory and personal property located on and used in connection with the operation of the Leases and Lands (collectively, the "Equipment").

THIS Assignment, Bill of Sale and Conveyance, hereinafter referred to as this "Assignment," shall be subject to the following terms, conditions or exceptions:

LOT 39164

1. This Assignment shall be effective as of the 1st day of SEPTEMBER, 2018, at 7:00 a.m., local time ("Effective Time").

2. The Interests herein assigned and conveyed shall be subject to all instruments and agreements through which Assignor derived its title or to which the same are subject.

3. To the extent transferable, Assignee shall have the right of full substitution and subrogation in and to any and all rights and actions of warranty which Assignor has or may have with respect to the Interest conveyed hereunder of which Assignor has or may have against any and all preceding owners, vendors or warrantors.

4. ASSIGNOR AND ASSIGNEE ACKNOWLEDGE AND AGREE THE INTERESTS ARE TO BE CONVEYED WITHOUT WARRANTY OF TITLE, EXPRESS OR IMPLIED. THE INTERESTS ARE CONVEYED HEREIN BY ASSIGNOR "AS IS, WHERE IS" AND IN THEIR PRESENT CONDITION WITH ALL FAULTS. ASSIGNOR HAS NOT MADE, DOES NOT HEREBY MAKE AND SPECIFICALLY DISCLAIMS, ANY REPRESENTATIONS, WARRANTIES, PROMISES, COVENANTS, AGREEMENTS OR GUARANTIES OF ANY KIND OR CHARACTER WHATSOEVER, WHETHER EXPRESSED OR IMPLIED, AT COMMON LAW, BY STATUTE, OR OTHERWISE, ORAL OR WRITTEN, PAST, PRESENT, OR FUTURE AS TO, CONCERNING OR WITH RESPECT TO THE INTERESTS, INCLUDING, BUT NOT LIMITED TO (AND WITHOUT LIMITING THE GENERALITY OF THE FOREGOING), THE FOLLOWING: (A) ANY GEOLOGICAL, SEISMIC AND OTHER GEOPHYSICAL DATA; THE EXISTENCE OR EXTENT OF OIL, GAS OR MINERAL RESERVES; THE RECOVERABILITY OF OR COST OF RECOVERING ANY SUCH RESERVES; THE VALUE OF SUCH RESERVES; ANY PRODUCT PRICING ASSUMPTIONS; AND THE ABILITY TO SELL OIL OR GAS PRODUCTION AFTER CLOSING; (B) THE NATURES, QUALITY OR CONDITION OF THE INTERESTS INCLUDING, WITHOUT LIMITATION, THE WATER, SOIL OR GEOLOGY OF THE PROPERTY SUBJECT TO THE LEASES; (C) THE EXISTING SOIL CONDITIONS OR OTHER CONDITIONS OF ANY PROPERTY SUBJECT TO THE LEASES; (D) THE INCOME TO BE DERIVED FROM ANY OF THE INTERESTS; (E) THE SUITABILITY FOR ANY AND ALL ACTIVITIES AND USES WHICH ASSIGNEE MAY CONDUCT THEREON OR THEREWITH; (F) THE COMPLIANCE OF THE INTERESTS, OR THEIR OPERATION, WITH ANY LAWS, RULES, ORDINANCES OR REGULATIONS OR ANY APPLICABLE GOVERNMENTAL AUTHORITY OR BODY; (G) THE HABITABILITY, SUITABILITY, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OF THE INTERESTS; (H) THE GOOD AND WORKMANLIKE CONSTRUCTION OF THE EQUIPMENT; (I) THE DESIGN OF THE EQUIPMENT; (J) THE NATURE OR QUALITY OF THE CONSTRUCTION, STRUCTURAL DESIGN AND/OR ENGINEERING OF THE EQUIPMENT; (K) THE QUALITY OF THE LABOR AND MATERIALS INCLUDED IN THE EQUIPMENT; (L) THE COMPOSITION OF THE MATERIALS INCLUDED IN THE EQUIPMENT; OR (M) ANY OTHER MATTER WITH RESPECT TO THE EQUIPMENT. WITHOUT LIMITING ANY OF THE FOREGOING, ASSIGNOR HAS NOT MADE, DOES NOT MAKE AND SPECIFICALLY DISCLAIMS ANY REPRESENTATIONS OR WARRANTIES REGARDING (i) THE PRESENCE OR ABSENCE FROM THE LANDS COVERED BY THE INTERESTS OF HAZARDOUS SUBSTANCES AND/OR SOLID WASTE, AS DEFINED BY THE U. S. ENVIRONMENTAL PROTECTION AGENCY REGULATIONS PROMULGATED PURSUANT TO THE COMPREHENSIVE ENVIRONMENTAL RESPONSE, COMPENSATION AND LIABILITY ACT, AS AMENDED ("CERCLA"); OR (ii) THE COMPLIANCE OR NONCOMPLIANCE OF THE INTERESTS WITH CERCLA, THE RESOURCE CONSERVATION AND RECOVERY ACT, THE FEDERAL WATER POLLUTION CONTROL ACT, THE FEDERAL CLEAN AIR ACT (AS ANY OF THE SAME MAY HAVE BEEN AMENDED FROM TIME TO TIME), OR ANY OTHER STATUTE, LAW, ORDINANCE, REGULATION, ORDER OR DECREE RELATING TO ENVIRONMENTAL MATTERS.

5. As used in this Paragraph 5, and in the subparagraphs hereunder, "claims" shall include claims, demands, causes of action, liabilities, damages, penalties and judgments of any kind or character arising out of or in any way connected with the Interests and all costs and fees in connection therewith.

a. Assignee shall (i) be responsible for any and all claims arising from the production and sale of hydrocarbons from the Interests assigned hereunder, including the accounting or payment to third parties of monies attributable to their interests in such production, (ii) assume and be responsible for and comply with all duties and obligations of Assignor, express or implied, with respect to the Interests under or by virtue of any lease, contract, agreement, document, permit, applicable statute or rule, regulation or order of any governmental authority or at common law (specifically including, without limitation, any governmental request or requirement to plug, re-plug and/or abandon any well of whatsoever type, status or classification, or take any clean up or other action with respect to the Interests), and (iii) defend, indemnify and hold Assignor harmless from any and all claims, including, but not limited to, any and all claims in favor of any person or governmental authority for personal injury, death or damage to property or to the environment, or for any other relief, arising directly or indirectly from, or incident to, the use, occupation, operation, maintenance or abandonment of any of the Interests, or conditions of the Interests, whether latent or patent, and whether arising from or contributed to by the negligence in any form of Assignor, its agents, employees or contractors, and asserted against Assignee and/or Assignor after the Effective Time, whether or not any such claims result from conditions, existing, or actions or inactions occurring, at, before or after the Effective Time.

b. Assignor shall defend, indemnify and hold Assignee harmless from any and all claims asserted against Assignor prior to the Effective Time.

Assignee shall defend and hold Assignor harmless with respect to the payment of sales taxes or other taxes in connection with this Assignment, if any, including interest or penalty assessed thereon.

All taxes (other than income taxes) which are imposed on or with respect to the Interests, including the production of oil, natural gas or other hydrocarbons or minerals or the receipt of proceeds therefrom (including, but not limited to, severance, production and excise taxes) have been apportioned between the parties as of the Effective Time and the filing of all statements, returns, and documents incident thereto shall be the responsibility of Assignee.

Each of the parties hereto shall execute, acknowledge and deliver to the other such further instruments, conveyances, deeds, acquittances, division orders and transfer orders, and take such other actions as may be reasonably necessary to carry out the provisions of this Conveyance. However, Assignee shall assume all responsibility for notifying the purchaser of oil and gas production from the Interests, and such other designated persons who may be responsible for disbursing payments for the purchase of such production, of the change of ownership of the Interests. Assignee shall take all actions necessary to effectuate the transfer of such payments to Assignee as of the Effective Time. Assignor shall have no responsibility or liability for the proper distribution of proceeds from and after the Effective Time.

The terms and conditions contained herein shall constitute covenants running with the land and shall be binding upon the parties hereto, their legal representatives, successors, assigns and heirs.

Assignee joins in the execution hereof for the purpose of being bound by all of the terms, provisions, obligations and covenants herein specified.

TO HAVE AND TO HOLD unto Assignee, its legal representatives, successors, assigns and heirs, in accordance with the terms and provisions hereof.

IN WITNESS WHEREOF, this Assignment is executed this 21 day of Sept,
2018, but shall be effective as of the Effective Time, for all purposes.

ASSIGNOR:

HRM RESOURCES II, LLC

By: 

L. Roger Hudson
President/CEO

ASSIGNEE:

PAINTED PEGASUS PETROLEUM, LLC

By: 

Name: John J. Houlihan IV
Title: CEO

PAPE OILFIELD SERVICE, INC.

By: 

Terry Pape
President


UNOFFICIAL COPY

STATE OF COLORADO)
COUNTY OF DENVER)

This instrument was acknowledged before me on June 4th, 2018 by L. Roger Hutson, as President/CEO of HRM Resources II, LLC, a Delaware limited liability company, on behalf of said company.

(seal)

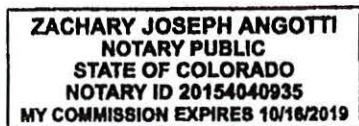


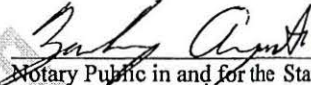

Notary Public in and for the State of Colorado
Printed Name: Leah G. Dillard
Commission Expiration: 6/23/2020

STATE OF COLORADO)
COUNTY OF DENVER)

This instrument was acknowledged before me on May 21st, 2018 by Terry Pape, as President of Pape Oilfield Service, Inc., a Colorado corporation, on behalf of said corporation.

(seal)

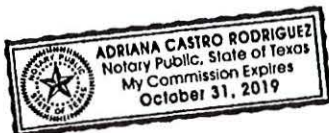



Notary Public in and for the State of Colorado
Printed Name: Zachary Angotti
Commission Expiration: 10/16/2019

STATE OF Texas)
COUNTY OF Harris)

This instrument was acknowledged before me on September 21, 2018 by John Houlihan, as CEO of Painted Signs Retraction, a _____, on behalf of said _____.

(seal)



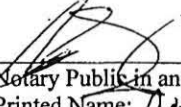

Notary Public in and for the State of Texas
Printed Name: Adriana Castro Rodriguez
Commission Expiration: October 31, 2019

EXHIBIT "A"

Attached to and made part of that certain Assignment, Bill of Sale and Conveyance
by and between HRM Resources II, LLC, as Assignor, and Painted Pegasus Petroleum, LLC, as Assignee

LPM ID	Suffix	Lessor	Lessee	Eff Date	Exp Date	Reception #	Book	Page	Twshp	Rng	Sec	Description	Depth Limitation	Gross Acres	HRM Net Acres	HRM NRI Ratio	County
CO-036-15-0008	0	UNION PACIFIC RESOURCES COMPANY	UNITED STATES EXPLORATION INC	5/15/1998	5/15/2001	C0400893	5342	193-0204	1S	64W	29	NE	Surface to Base of J Sand	160.00	160.00	0.80	Adams
CO-036-15-0010	0	ANADARKO E & P COMPANY LP	UNITED STATES EXPLORATION INC	6/4/2007	11/30/2010	200800006	-	-	3S	64W	3	N2SW	Surface to Base of D Sand	80.00	80.00	0.80	Adams
CO-036-15-0010	0	ANADARKO E & P COMPANY LP	UNITED STATES EXPLORATION INC	6/4/2007	11/30/2010	200800006	-	-	3S	64W	3	SE	Surface to Base of D Sand	160.00	160.00	0.80	Adams
CO-036-15-0010	0	ANADARKO E & P COMPANY LP	UNITED STATES EXPLORATION INC	6/4/2007	11/30/2010	200800006	-	-	3S	64W	3	SESW	Surface to Base of J Sand	40.00	40.00	0.80	Adams
CO-036-15-0010	0	ANADARKO E & P COMPANY LP	UNITED STATES EXPLORATION INC	6/4/2007	11/30/2010	200800006	-	-	3S	64W	3	SWSW W2W2, less and except that portion granted at	Surface to Base of D Sand	40.00	40.00	0.80	Adams
CO-036-15-0011	0	ESTATE OF THOMAS W VETTER ET AL	CAPITAL LAND SERVICES INC	10/27/2008	10/27/2011	200900001	-	-	1S	64W	32	C0026899	All Depths	120.00	120.00	0.87	Adams
CO-036-15-0012	0	UNION PACIFIC RESOURCES CO	UNITED STATES EXPLORATION INC	5/15/1998	5/15/2001	C0400892	5342	181	1S	64W	33	N2NE	Surface to Base of J Sand	80.00	80.00	0.80	Adams
CO-036-17-0001	0	UNION PACIFIC RESOURCES COMPANY	UNITED STATES EXPLORATION INC	5/15/1998	5/15/2001	C0400894	5342	205	1S	64W	15	NE	Surface to Base of D Sand	160.00	160.00	0.80	Adams
CO-036-17-0002	0	ANADARKO E&P CO LP ET AL	NOBLE ENERGY INC	7/19/2005	7/19/2006	200700010	-	-	1S	64W	9	NE, E2SE	Surface to Base of J Sand	240.00	240.00	0.80	Adams
CO-036-20-0001	0	ANADARKO E & P COMPANY LP ET AL	UNITED STATES EXPLORATION INC	6/24/2007	11/30/2010	200800006	-	-	1S	59W	31	NE, S2NW, NENW	All Depths	280.00	280.00	0.80	Adams
CO-036-20-0001	0	ANADARKO E & P COMPANY LP ET AL	UNITED STATES EXPLORATION INC	6/24/2007	11/30/2010	200800006	-	-	1S	59W	31	NWNW	Surface to Base of J Sand	40.00	40.00	0.80	Adams
CO-036-20-0002	0	ANADARKO E & P COMPANY LP ET AL	UNITED STATES EXPLORATION INC	7/1/2007	11/30/2010	200800006	-	-	1S	60W	25	NESW	All Depths	40.00	40.00	0.80	Adams
CO-036-20-0002	0	ANADARKO E & P COMPANY LP ET AL	UNITED STATES EXPLORATION INC	7/1/2007	11/30/2010	200800006	-	-	1S	60W	25	NWSW	Surface to Base of J Sand	40.00	40.00	0.80	Adams
CO-036-20-0002	0	ANADARKO E & P COMPANY LP ET AL	UNITED STATES EXPLORATION INC	7/1/2007	11/30/2010	200800006	-	-	1S	60W	25	S2SW	All Depths	80.00	80.00	0.80	Adams
CO-036-20-0002	0	ANADARKO E & P COMPANY LP ET AL	UNITED STATES EXPLORATION INC	7/1/2007	11/30/2010	200800006	-	-	1S	60W	25	SE	All Depths	160.00	160.00	0.80	Adams

EXHIBIT "B"

Attached to and made part of that certain Assignment, Bill of Sale and Conveyance
by and between HRM Resources II, LLC, as Assignor, and Painted Pegasus Petroleum, LLC, as Assignee

Well Name	API Number	ST	County	Operator	Form.	QQ	Sec	Twp	Rng	Status	BPO WI	BPO NRI	BPO ORRI	APO WI	APO NRI	APO ORRI
Vetter 12-2 #1	05-001-08252	CO	Adams	HRM Resources II, LLC	J Sand	SWNW	2	2S	63W	PR	1.0000000	0.8000000	-	1.0000000	0.8000000	-
Vetter 12-32	05-001-07301	CO	Adams	HRM Resources II, LLC	J Sand	SWNW	32	1S	64W	PR	1.0000000	0.8609375	0.0105468	1.0000000	0.8609375	0.0105468
Vetter 21-2 #2	05-001-08290	CO	Adams	HRM Resources II, LLC	D J Sand	NENW	2	2S	63W	PR	1.0000000	0.8000000	-	1.0000000	0.8000000	-
Vetter 31-2 #3	05-001-08313	CO	Adams	HRM Resources II, LLC	J Sand	NWNE	2	2S	63W	PR	1.0000000	0.8750000	-	1.0000000	0.8750000	-
W.E. Pope #2	05-001-07561	CO	Adams	HRM Resources II, LLC	JSND	NWN W	31	2S	62W	PR	0.4676500	0.4001109	-	0.4676500	0.4001109	-
Wagner 18-12M4	05-001-09265	CO	Adams	HRM Resources II, LLC	Dakota-J Sand	NWSW	18	1S	64W	PR	1.0000000	0.8125000	0.0012500	1.0000000	0.8125000	0.0012500
Wailes 41-33 #1-X	05-001-07626	CO	Adams	HRM Resources II, LLC	J Sand	NENE	33	1S	64W	PR	1.0000000	0.8000000	-	1.0000000	0.8000000	-
Wanda 41-8	05-001-07967	CO	Adams	HRM Resources II, LLC	D Sand	NENE	8	1S	64W	PR	0.8874430	0.6886923	-	0.8874430	0.6886923	-
Warren 11-10	05-001-08271	CO	Adams	HRM Resources II, LLC	D Sand	NWN W	10	1S	64W	PR	1.0000000	0.7800000	0.0150000	1.0000000	0.7800000	0.0150000
Piland 4	05-001-07421	CO	Adams	Pape Oilfield Service Inc	J Sand	NENW	6	3S	63W	PR	0.95000000	0.82500000	-	0.95000000	0.82500000	-
Piland 1	05-001-06913	CO	Adams	Pape Oilfield Service Inc	J Sand	NESW	6	3S	63W	SI	0.95000000	0.82500000	-	0.95000000	0.82500000	-
Piland 3	05-001-06912	CO	Adams	Pape Oilfield Service Inc	J Sand	SWNW	6	3S	63W	SI	0.95000000	0.82500000	-	0.95000000	0.82500000	-
Piland 1-12	05-001-07444	CO	Adams	Pape Oilfield Service Inc	J Sand	NWSE	12	3S	64W	PR	0.95000000	0.82500000	-	0.95000000	0.82500000	-

Houlihan Interest

Wed 10/23/2019 12:06 PM @

From: Patrick McGraw
To: "scarter@akersthompsonlaw.com"

Sandra –

HRM II had \$15,602 held in suspense for John Houlihan's interest as of September 1, 2018, the effective date of the sale to P3. Those funds were credited to P3 at closing. The contact info for John Hoffman at P3 is below. Feel free to call/email with additional questions.

Patrick

Patrick McGraw
HRM
Resources III, LLC
O: (303) 596-8742
M: (970) 443-2491







John Hoffman, P.E.
Founder / Chief Executive Officer



P3 Petroleum, LLC
www.p3petro.com
11511 Katy Freeway, Suite 600C
Houston, TX 77079
(office) 281.738.3382
(direct) 281.738.3580
(email) jh@p3petro.com

Attachments:

- image001.png
- image002.png

COGIS - WELL InformationScout
Card Related
Insp. MIT GIS  Doc  COA  Wellbore  Orders**Surface Location Data for API # 05-001-07301**

Status: SI 5/1/2019

Well Name/No: VETTER #12-32 (click well name for production)Operator: HRM RESOURCES II LLC - 10548Status Date: 5/1/2019 Federal or State Lease #:FacilityID: **201897** LocationID: **319923**County: ADAMS #001 Location: SWNW 32 1S64W 6 PMField: JAMBOREE - #40590 Elevation: 5,192 ft.Planned Location 1980 FNL 660 FWL Lat/Long: 39.922291/-104.581262 Lat/Long Calculated From FootagesAs Drilled Location Footages Not Available Lat/Long: 39.92238/-104.5812 Lat/Long Source: Field Measured**Wellbore Data for Sidetrack #00**

Status: SI 5/1/2019

Spud Date: 1/14/1978 Spud Date is: ACTUAL**Wellbore Permit**Permit #: 19780017 Expiration Date: 1/6/1979Prop Depth/Form: 8000 Surface Mineral Owner Same:Mineral Owner: FEE Surface Owner:Unit: Unit Number:Formation and Spacing: Code: JSND , Formation: J SAND , Order: 0 , Unit Acreage: 80, Drill Unit: W2NW**Wellbore Completed**Completion Date: 2/19/1978Measured TD: 8063 Measured PB depth: 8018True Vertical TD: True Vertical PB depth:Log Types: GR/CBL/VDL/CCLLog Types: IES, FDC, GR-CBLCasing: String Type: SURF , Hole Size: 12.25, Size: 8.625, Top: 0, Depth: 168, Weight:Cement: Sacks: 150, Top: 0, Bottom: 168, Method Grade:Casing: String Type: 1ST , Hole Size: 7.875, Size: 4.5, Top: 0, Depth: 8050, Weight:Cement: Sacks: 150, Top: , Bottom: 8050, Method Grade:Casing: String Type: S.C. 2.1 , Hole Size: , Size: , Top: , Depth: 3830, Weight:Cement: Sacks: 79, Top: 3770, Bottom: 3830, Method Grade: CBLCasing: String Type: S.C. 2.2 , Hole Size: , Size: , Top: , Depth: 2654, Weight:Cement: Sacks: 50, Top: 1590, Bottom: 2654, Method Grade: CBLCasing: String Type: 3RD , Hole Size: , Size: , Top: , Depth: 1551, Weight:Cement: Sacks: 140, Top: 1400, Bottom: 1551, Method Grade: CBL

Formation	Log Top	Log Bottom	Cored	DSTs
FOX HILLS	1182			
PIERRE	1290			
HYGIENE	4680			
NIOBRARA	7054		N	N
FORT HAYS	7426			
CODELL	7434		N	N
CARLILE	7470			
GREENHORN	7510			
BENTONITE	7734			
D SAND	7815		N	N
J SAND	7874	7896	N	N

Completed information for formation JSND

Status: SI 5/1/2019

1st Production Date: 2/19/1978 Choke Size: 0.750Status Date: 5/1/2019 Open Hole Completion:Commingle: Production Method: FLOWING

Formation Name: J SAND

Status:

Formation Treatment

Treatment Date: 2/19/1978

Treatment summary: SEE SCANNED DOCUMENT #00304284

Tubing Size: 2.375

Tubing Setting Depth: 7948

Tubing Packer Depth:

Tubing Multiple Packer:

Open Hole Top:

Open Hole Bottom:

Initial Test Data:

Test Date: 2/28/1978

Test Method: FLOWING

Hours Tested: 24

Gas Type:

Gas Disposal:

Test Type**Measure**

BBLS_H2O	5
BBLS_OIL	172
CALC_BBLS_H2O	5
CALC_BBLS_OIL	172
CALC_GOR	2744
CALC_MCF_GAS	472
CASING_PRESS	600
GRAVITY_OIL	44
MCF_GAS	472
TUBING_PRESS	195

Perforation Data:

Interval Bottom: 7942

Interval Top: 7928

of Holes: 11

Hole Size:

COGIS - Monthly Well Production**PRODUCTION DATA REPORT**

API #:	05-001-07301	Location:	SWNW 32 1S 64W 6
Field:	JAMBOREE	Field Code:	40590
Facility Name:	VETTER	Facility #:	12-32
Operator Name:	HRM RESOURCES II LLC	Operator #:	10548

PRODUCTION YEAR: All **New Exportable Version**

OIL											
BOM Produced Sold Adj. EOM											
Year	Month	Formation	Sidetrack	Well Status	Days Prod	Product	GAS				
							Prod	Flared	Used	Shrinkage	Sold
1999	Jan	J SAND	00	PR	30	Oil -> Gas ->	400 819	123	198 174		325 645
1999	Feb	J SAND	00	PR	26	Oil -> Gas ->	325 815	106	151		431 664
1999	Mar	J SAND	00	PR	31	Oil -> Gas ->	431 904	121	204 180		348 724
1999	Apr	J SAND	00	PR	30	Oil -> Gas ->	348 958	113	174		461 784
1999	May	J SAND	00	PR	31	Oil -> Gas ->	461 890	109	195 180		375 710
1999	Jun	J SAND	00	PR	30	Oil -> Gas ->	375 876	108	35 174		448 702
1999	Jul	J SAND	00	PR	31	Oil -> Gas ->	448 846	96	214 180		330 666
1999	Aug	J SAND	00	PR	31	Oil -> Gas ->	330 977	106	218 180		218 797
1999	Sep	J SAND	00	PR	30	Oil -> Gas ->	218 1,017	112	200 174		130 843
1999	Oct	J SAND	00	PR	31	Oil -> Gas ->	130 785	78	180		208 605
1999	Nov	J SAND	00	PR	5	Oil -> Gas ->	208 49		29		208 20
1999	Dec	J SAND	00	SI		Oil -> Gas ->	208				208
2000	Jan	J SAND	00	PR	17	Oil -> Gas ->	208 779	36	99		244 680
2000	Feb	J SAND	00	PR	29	Oil -> Gas ->	244 1,132	118	189 168		173 964
2000	Mar	J SAND	00	PR	31	Oil -> Gas ->	173 1,075	109	89 180		193 895
2000	Apr	J SAND	00	PR	30	Oil -> Gas ->	193 1,000	109	119 174		183 826
2000	May	J SAND	00	PR	31	Oil -> Gas ->	183 1,037	102	188 180		97 857

2011	Sep	J SAND	00	PR	30	Oil -> Gas ->	8				8
2011	Oct	J SAND	00	PR	31	Oil -> Gas ->	9				9
2011	Nov	J SAND	00	PR	30	Oil -> Gas ->	1				1
2011	Dec	J SAND	00	PR	31	Oil -> Gas ->					
2012	Jan	J SAND	00	PR	31	Oil -> Gas ->					
2012	Feb	J SAND	00	SI		Oil -> Gas ->					
2012	Mar	J SAND	00	PR	31	Oil -> Gas ->	4				4
2012	Apr	J SAND	00	PR	30	Oil -> Gas ->	41				41
2012	May	J SAND	00	PR	31	Oil -> Gas ->	30				30
2012	Jun	J SAND	00	PR	30	Oil -> Gas ->	25				25
2012	Jul	J SAND	00	PR	31	Oil -> Gas ->	23				23
2012	Aug	J SAND	00	PR	31	Oil -> Gas ->	16	7			7
2012	Sep	J SAND	00	PR	30	Oil -> Gas ->	7				7
2012	Oct	J SAND	00	PR	10	Oil -> Gas ->	7				7
2012	Nov	J SAND	00	PR	1	Oil -> Gas ->	7				7
2012	Dec	J SAND	00	PR	1	Oil -> Gas ->	7				7
2013	Jan	J SAND	00	SI		Oil -> Gas ->	7				7
2013	Feb	J SAND	00	PR	18	Oil -> Gas ->	7				7
2013	Mar	J SAND	00	PR	31	Oil -> Gas ->	7				7
2013	Apr	J SAND	00	PR	30	Oil -> Gas ->	7				7
2013	May	J SAND	00	PR	31	Oil -> Gas ->	7				7
2013	Jun	J SAND	00	PR	30	Oil -> Gas ->	7				7
2013	Jul	J SAND	00	PR	31	Oil -> Gas ->	7				7
2013	Aug	J SAND	00	PR	31	Oil -> Gas ->	7				7
2013	Sep	J SAND	00	PR	30	Oil -> Gas ->	7				7
2013	Oct	J SAND	00	PR	31	Oil -> Gas ->	7				7
2013	Nov	J SAND	00	PR	30	Oil -> Gas ->	7				7

W-9 sent
to Nobile
→

2013	Dec	J SAND	00	PR	29	Oil -> Gas ->	3 3				7 3
2014	Jan	J SAND	00	PR	11	Oil -> Gas ->	7 3			-6	1 3
2014	Feb	J SAND	00	PR	28	Oil -> Gas ->	1 7	1			2 7
2014	Mar	J SAND	00	PR	31	Oil -> Gas ->	2 6				2 6
2014	Apr	J SAND	00	PR	30	Oil -> Gas ->	2 2				2 2
2014	May	J SAND	00	PR	31	Oil -> Gas ->	2 4				2 4
2014	Jun	J SAND	00	PR	17	Oil -> Gas ->	2 1				2 1
2014	Jul	J SAND	00	PR	2	Oil -> Gas ->	2				2
2014	Aug	J SAND	00	PR	11	Oil -> Gas ->	2				2
2014	Sep	J SAND	00	PR	5	Oil -> Gas ->	2 1				2 1
2014	Oct	J SAND	00	PR	1	Oil -> Gas ->	2 1			-1	1 1
2014	Nov	J SAND	00	PR	8	Oil -> Gas ->	1 15				1 15
2014	Dec	J SAND	00	PR	1	Oil -> Gas ->	1 7			-1	7
2015	Jan	J SAND	00	SI		Oil -> Gas ->					
2015	Feb	J SAND	00	SI		Oil -> Gas ->					
2015	Mar	J SAND	00	SI		Oil -> Gas ->					
2015	Apr	J SAND	00	SI		Oil -> Gas ->					
2015	May	J SAND	00	PR	12	Oil -> Gas ->		37			37 724
2015	Jun	J SAND	00	PR	30	Oil -> Gas ->	37 1,737	157			194 1,737
2015	Jul	J SAND	00	PR	28	Oil -> Gas ->	194 1,491	94	204 42		84 1,449
2015	Aug	J SAND	00	PR	31	Oil -> Gas ->	84 1,530	104	45	-1	187 1,485
2015	Sep	J SAND	00	PR	27	Oil -> Gas ->	187 1,316	53	213 42		27 1,274
2015	Oct	J SAND	00	PR	31	Oil -> Gas ->	27 1,369	78	43		105 1,326
2015	Nov	J SAND	00	PR	25	Oil -> Gas ->	105 1,148	106	179 77		32 1,071
2015	Dec	J SAND	00	PR	24	Oil -> Gas ->	32 897	48	68		80 829
2016	Jan	J SAND	00	PR	28	Oil -> Gas ->	80 1,130	47	41		127 1,089
2016	Feb	J SAND	00	PR	26	Oil -> Gas ->	127 873	57	41		184 832

HRM assume
operations
from Noble

2016	Mar	J SAND	00	PR	29	Oil -> Gas ->	184 1,095	105	211 39		78 1,056
2016	Apr	J SAND	00	PR	30	Oil -> Gas ->	78 1,015	73	42	1	152 973
2016	May	J SAND	00	PR	30	Oil -> Gas ->	152 982	82	193 43	1	42 939
2016	Jun	J SAND	00	PR	30	Oil -> Gas ->	42 996	72	42		114 954
2016	Jul	J SAND	00	PR	28	Oil -> Gas ->	114 884	68	39		182 845
2016	Aug	J SAND	00	PR	31	Oil -> Gas ->	182 998	5			187 998
2016	Sep	J SAND	00	PR	25	Oil -> Gas ->	187 785	81	213 40		55 745
2016	Oct	J SAND	00	PR	31	Oil -> Gas ->	55 987	57	43		112 944
2016	Nov	J SAND	00	PR	30	Oil -> Gas ->	112 825	17			129 825
2016	Dec	J SAND	00	PR	31	Oil -> Gas ->	129 935	88	43		217 892
2017	Jan	J SAND	00	PR	29	Oil -> Gas ->	217 816	35	204 42		48 774
2017	Feb	J SAND	00	PR	28	Oil -> Gas ->	48 725	74	39		122 686
2017	Mar	J SAND	00	PR	2	Oil -> Gas ->	122 698	47	43		169 655
2017	Apr	J SAND	00	PR	30	Oil -> Gas ->	169 702	41	42		210 660
2017	May	J SAND	00	PR	31	Oil -> Gas ->	210 723	27	38		237 685
2017	Jun	J SAND	00	PR	17	Oil -> Gas ->	237 398	24	191 43		70 355
2017	Jul	J SAND	00	PR	31	Oil -> Gas ->	70 856	39	43		109 813
2017	Aug	J SAND	00	PR	31	Oil -> Gas ->	109 782	25	40		134 742
2017	Sep	J SAND	00	PR	30	Oil -> Gas ->	134 735	95	39		229 696
2017	Oct	J SAND	00	PR	30	Oil -> Gas ->	229 709	25	201 42		53 667
2017	Nov	J SAND	00	PR	30	Oil -> Gas ->	53 547	47	35		100 512
2017	Dec	J SAND	00	PR	31	Oil -> Gas ->	100 726	45	39		145 687
2018	Jan	J SAND	00	PR	31	Oil -> Gas ->	145 628	50	40		195 588
2018	Feb	J SAND	00	PR	25	Oil -> Gas ->	195 458	20	31		215 427
2018	Mar	J SAND	00	PR	30	Oil -> Gas ->	215 594	37	215 43		37 551
2018	Apr	J SAND	00	PR	17	Oil -> Gas ->	37 501	33	55		70 446
2018	May	J SAND	00	SI		Oil -> Gas ->	70				70

9

HRM sells
to
PPP

2018	Jun	J SAND	00	SI		Oil -> Gas ->	70				70
2018	Jul	J SAND	00	SI		Oil -> Gas ->	70				70
2018	Aug	J SAND	00	SI		Oil -> Gas ->	70				70
2018	Sep	J SAND	00	PR	1	Oil -> Gas ->	70	1			71
2018	Oct	J SAND	00	SI		Oil -> Gas ->	71				71
2018	Nov	J SAND	00	SI		Oil -> Gas ->	71				71
2018	Dec	J SAND	00	SI		Oil -> Gas ->	71				71
2019	Jan	J SAND	00	SI		Oil -> Gas ->	71				71
2019	Feb	J SAND	00	PR	28	Oil -> Gas ->	71	122	193		
2019	Mar	J SAND	00	PR	2	Oil -> Gas ->	30	35	35 30		
2019	Apr	J SAND	00	SI		Oil -> Gas ->					
2019	May	J SAND	00	SI		Oil -> Gas ->					