



IT IS HEREBY ADJUDGED and DECREED that the below described is SO ORDERED.

Dated: August 28, 2015.

A handwritten signature in black ink, appearing to read "H. Mott".

**H. CHRISTOPHER MOTT
UNITED STATES BANKRUPTCY JUDGE**

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE WESTERN DISTRICT OF TEXAS
AUSTIN DIVISION**

In re:	§	
	§	
WBH Energy, LP,	§	Case No. 15-10003
WBH Energy Partners LLC	§	
WBH Energy GP, LLC	§	Chapter 11
	§	
Debtors.	§	<i>Jointly Administered</i>

**ORDER (I) AUTHORIZING AND APPROVING THE DEBTORS TO SELL THEIR ASSETS, (II) AUTHORIZING THE DEBTORS TO ASSUME AND ASSIGN CERTAIN EXECUTORY CONTRACTS AND UNEXPIRED LEASES AND
(III) GRANTING RELATED RELIEF**

On August 20, 2015, and August 27, 2015, the court conducted a hearing on the Debtors' Motion for Entry of an Order After the Sale Hearing (I) Authorizing the Debtors to Sell Their Assets; and (II) Authorizing the Debtors to Assume and Assign Certain Executory Contracts and

Unexpired Leases; and (III) Granting Related Relief (Dkt. No. 264, the "Motion");¹ and after a hearing on April 20, 27, and 28, 2015, and May 8, 2015 (the "Sale Procedures Hearing"), the Court having entered an order approving, among other things, the Bidding Procedures (Dkt. No. 361, the "Sale Procedures Order"); and CL III Funding Holding Company, LLC ("CL III") having been chosen as the Successful Bidder in accordance with the Bidding Procedures; and all parties in interest having been heard, or having had the opportunity to be heard, regarding the Asset Purchase and Sale Agreement (the "PSA") attached hereto; and the Court having reviewed and considered the Motion, and the arguments of counsel made, and the evidence adduced, at the Sale Procedures Hearing and the Sale Hearing; and upon the record of the Sale Procedures Hearing and the Sale Hearing and these chapter 11 cases, and after due deliberation thereon, the Court finds that good cause exists to grant the relief requested in the Motion and therefore,

THE COURT HEREBY MAKES THE FOLLOWING FINDINGS OF FACT AND CONCLUSIONS OF LAW:²

A. This Court has jurisdiction over the Motion pursuant to 28 U.S.C. §§ 157 and 1334. This proceeding is a core proceeding pursuant to 28 U.S.C. § 157(b)(2)(A), (N) and (O). Venue is proper in this district and in this Court pursuant to 28 U.S.C. §§ 1408 and 1409.

B. The statutory predicates for the relief requested in the Motion are sections 105, 363, and 365 of the Bankruptcy Code, and Bankruptcy Rules 2002, 6004, 6006 and 9014.

¹ Unless otherwise defined herein, capitalized terms shall have the meanings ascribed to them in the PSA, as applicable.

² The findings and conclusions set forth herein constitute the Court's findings of fact and conclusions of law pursuant to Bankruptcy Rule 7052, made applicable to this proceeding pursuant to Bankruptcy Rule 9014. To the extent that any of the following findings of fact constitute conclusions of law, they are adopted as such. To the extent any of the following conclusions of law constitute findings of fact, they are adopted as such. All findings of fact and conclusions of law made or announced by the Court at the Sale Hearing or in the Sale Procedures Order are incorporated herein.

C. Notice of the Motion and the Sale Hearing was adequate and sufficient under the circumstances of these chapter 11 cases and these proceedings and complied with the various applicable requirements of the Bankruptcy Code, the Bankruptcy Rules, the Local Rules and the Sale Procedures Order. A reasonable opportunity to object and be heard with respect to the Motion and the relief requested therein was afforded to all interested persons and entities.

D. The Properties (as defined in the PSA) including the Oil and Gas Properties and Personal Property (together, the “Purchased Assets”) are property of the Debtors’ estates and title thereto is vested in the Debtors estates.

E. The Debtors have articulated good and sufficient reasons for this Court to grant the relief requested in the Motion regarding the sale process, including without limitation, (i) approval of the Sale of the Purchased Assets to CL III, and (ii) approval of the assumption and assignment of executory contracts and unexpired leases required by CL III.

F. The Debtors and their advisors marketed the Purchased Assets and conducted the marketing and sale process as set forth in the Motion and in accordance with the Sale Procedures Order. Based upon the record of these proceedings and as demonstrated by evidence proffered or adduced at the Sale Hearing, all creditors and other parties in interest, and all prospective purchasers, have been afforded a full, fair and reasonable opportunity to bid for the Purchased Assets, participate in the Auction and submit their highest or otherwise best bid to purchase the Purchased Assets and be heard on the Motion.

G. The Debtors and their advisors have complied in all respects with the Sale Procedures Order. In that regard, the Debtors retained a Court-approved marketing agent to list

and market the assets. The marketing process was conducted in a manner that was reasonably certain to achieve the highest and best bid for the Purchased Assets.

H. Because the Debtors did not receive any Qualified Bids for the Purchased Assets other than the bid of CL III, an Auction was not held.

I. Upon entry of this Order, the Debtors (i) have full power and authority to execute the necessary documents to effect the Sale, (ii) have all of the power and authority necessary to consummate the Sale with CL III, (iii) have taken all company action necessary to authorize and approve the Sale, the applicable documents, and the consummation by the Debtors of the transactions contemplated thereby, and (iv) have no consents or approvals, other than those expressly provided for in the PSA and the entry of this Order, required for the Debtors to consummate the Sale.

J. The relief requested in the Motion (including, without limitation, the approval of the Sale of the Purchased Assets pursuant to section 363 of the Bankruptcy Code) is a necessary and appropriate step toward enabling the Debtors to conclude their chapter 11 cases successfully, and it is in the best interests of the Debtors, their creditors, their estates and all other parties in interest in these cases. In addition, a Sale of the Purchased Assets is necessary to preserve and maximize value and avoid continuing losses to the Debtors' estates.

K. The Sale of the Purchased Assets to CL III and the consummation of the Sale is a prerequisite to the Debtors' ability to confirm and consummate a chapter 11 plan and was pursued in contemplation of such a plan.

L. The Debtors have exercised sound business judgment in deciding to sell the Purchased Assets to CL III, including in light of the facts that (i) the bid submitted by CL III

constitutes the highest and best bid for the Purchased Assets, as established by, among other things, the marketing process; (ii) the PSA and the closing of the transactions contemplated thereby will present the best opportunity to realize the highest value for the Purchased Assets; and (iii) without the Sale, there will be continuing losses to the detriment of the Debtors' estates, creditors and parties in interest.

M. The total consideration provided by CL III for the Purchased Assets is the highest and best bid received by the Debtors, and the Purchase Price (as defined in the PSA) constitutes (i) reasonably equivalent value under the Bankruptcy Code and the Uniform Fraudulent Transfer Act, (ii) fair consideration under the Uniform Fraudulent Conveyance Act, and (iii) reasonably equivalent value, fair consideration and fair value under any other applicable laws of the United States, any state, territory or possession, or the District of Columbia, for the Purchased Assets. A sale of the Purchased Assets at this time to CL III preserves the value of the Purchased Assets and maximizes the Debtors' estates for the benefit of all constituencies.

N. The Debtors and CL III, including their agents and representatives, negotiated the PSA and the other related documents in good faith, without collusion or fraud, and at arms' length within the meaning of Bankruptcy Code section 363(m). As a result of the foregoing, the Debtors and CL III are entitled to the protections of Bankruptcy Code section 363(m).

O. Neither the Debtors nor CL III have engaged in any conduct that would cause or permit the PSA or the consummation of the transactions contemplated thereby to be avoided or otherwise challenged under Bankruptcy Code section 363(n).

P. The PSA and the related sale documents were not entered into, and the Sale will not be consummated, for the purpose of hindering, delaying, or defrauding creditors of the

Debtors under the Bankruptcy Code or under the laws of the United States, any state, territory, possession thereof, of the District of Columbia, or any other applicable law. Neither the Debtors nor CL III has entered into the PSA or the related sale documents or is consummating the Sale with any fraudulent or otherwise improper purpose.

Q. If the Debtors did not sell the Purchased Assets free and clear of all encumbrances and interests, except for valid Senior Prior Liens that have not been paid in cash or had a cash escrow established on their behalf (“Assumed Senior Liens”) and assumed liabilities under the PSA (“Assumed Liabilities”), such a sale would have yielded substantially lower value for the Debtors' estates, with less certainty than the Sale. CL III would not have submitted a bid and would not consummate the Sale or the transactions contemplated by the Sale, thus adversely affecting the Debtors, their estates and their creditors, if the Sale were not free and clear of all Interests, Liens, and/or Claims (as defined below) (other than any Assumed Senior Liens and Assumed Liabilities), or if CL III would, or in the future could, be liable for any of the Interests, Liens, and/or Claims, other than any Assumed Senior Liens and Assumed Liabilities.

R. The Debtors may sell the Purchased Assets free and clear of all Interests, Liens, and/or Claims (other than the Assumed Senior Liens and Assumed Liabilities) because, in each case, one or more of the standards set forth in Bankruptcy Code sections 363(f)(1)-(5) have been satisfied. All holders of Interests, Liens and/or Claims that did not object or withdraw their objections to the Sale or the Motion are deemed to have consented to the Sale and the Motion pursuant to Bankruptcy Code section 363(f)(2). In addition, all holders of Interests, Liens, and/or Claims that did object fall within one or more of the other subsections of Bankruptcy Code section 363(f).

S. The Sale is or will be a legal, valid and effective transfer of the Purchased Assets to CL III, vesting CL III with all of the Debtors' right, title and interest of, in and to the Purchased Assets on the Closing, free and clear of all Interests, Liens, and/or Claims (other than the Assumed Senior Liens and Assumed Liabilities), pursuant to Bankruptcy Code sections 105, 363(b), and 363(f).

T. Each and every provision of the Assumed and Assigned Contracts or applicable non-bankruptcy law that purport to prohibit, restrict, or condition, or could be construed as prohibiting, restricting, or conditioning assignment of any Assumed and Assigned Contracts have been satisfied or are otherwise unenforceable under Bankruptcy Code section 365.

U. Upon payment of the Cure Costs to the relevant counterparty, there are no outstanding defaults of the Debtors and their estates under the Assumed and Assigned Contracts.

V. CL III has demonstrated adequate assurance of future performance of all Assumed and Assigned Contracts within the meaning of Bankruptcy Code section 365.

W. Upon assignment and sale to CL III, the Assumed and Assigned Contracts shall be deemed to be valid and binding, in full force and effect in accordance with their terms, subject to the provisions of this Order.

X. The Sale does not constitute a *sub rosa* chapter 11 plan.

Y. Time is of the essence in consummating the Sale. In order to maximize the value of the Debtors' assets, it is essential that the sale of the Purchased Assets occur within the time constraints set forth in the PSA. Accordingly, there is cause to waive the stay contemplated by Bankruptcy Rules 6004(h) and 6006(d).

Z. The Sale contemplated by the PSA is in the best interests of the Debtors and their estates, creditors, interest holders and all other parties in interest; and it is therefore,

ORDERED, ADJUDGED AND DECREED THAT:

1. The relief requested in the Motion is GRANTED as set forth below.
2. The PSA and the Sale of the Purchased Assets to CL III are hereby approved, and the Debtors are authorized to undertake any and all actions necessary or appropriate to effectuate the terms of the PSA and consummate the Sale.
3. All objections, if any, to the relief requested in the Motion that have not been withdrawn, waived, or settled as announced to the Court at the Sale Hearing or by stipulation filed with the Court, including any reservations of rights included in such objections or otherwise, are hereby denied and overruled on the merits with prejudice except as otherwise set forth herein.

Approval of the Sale Documents and Actions Relating Thereto

4. Pursuant to Bankruptcy Code sections 105 and 363(b), the Sale, the PSA, the other related sale documents and the consummation of the transactions contemplated thereby are approved and authorized in all respects.
5. Pursuant to Bankruptcy Code sections 105 and 363(b), the Debtors are hereby authorized to take any and all actions necessary or appropriate to: (i) sell the Purchased Assets to CL III; (ii) consummate the Sale in accordance with and subject to the terms and conditions of the PSA and this Order; (iii) convey title to, and to transfer and assign all right, title and interest (including common law rights) in and to the Purchased Assets in accordance with and subject to

the terms and conditions of the PSA and this Order, subject to Assumed Senior Liens and Assumed Liabilities; and (iv) assume and assign the Assumed and Assigned Contracts.

6. The Debtors, their officers, employees and agents, are authorized to execute and deliver, and are empowered to perform under, consummate and implement, the PSA together with all additional instruments and documents that may be reasonably necessary or desirable to implement the Sale and to take all further actions as may be reasonably requested by CL III for the purposes of assigning, transferring, granting, conveying and conferring to CL III or reducing to possession, the Purchased Assets, or as may be necessary or appropriate to the performance of the Debtors' obligations as contemplated by the PSA, or as may be necessary to effectuate the terms of this Order.

7. Subject to the terms and conditions of this Order, all entities that are in possession of some or all of the Purchased Assets on the Closing Date are directed to surrender possession of such Purchased Assets to CL III or its assignee on the Closing Date.

Transfer of the Purchased Assets

8. Pursuant to Bankruptcy Code sections 363(b), and 363(f), upon the Closing, and in accordance with the PSA, title to the Purchased Assets shall be transferred to CL III free and clear of all pre-Closing:

- liens (including, without limitation, mechanics', materialmen's and other consensual and non-consensual liens and statutory liens), mortgages, restrictions, hypothecations, charges, indentures, loan agreements, instruments, leases, licenses, options, deeds of trust, security interests, conditional sale or other title retention agreements, pledges, judgments, demands, encumbrances, easements, servitudes;
- interests, obligations, liabilities, demands, guaranties, options, restrictions, contractual or other commitments;
- rights, including, without limitation, rights of first refusal, rights of offset, consent rights, contract rights, recoupment rights, and rights of recovery;

- decrees of any court or foreign or domestic governmental entity (to the extent permitted by law);
- charges or restrictions of any kind or nature, including, without limitation, any restriction on the use, transfer, receipt of income or other exercise of any attributes of ownership of the Purchased Assets, including, without limitation consent of any person or entity to assign or transfer any of the Purchased Assets;
- debts arising in any way in connection with any agreements, acts or failures to act, of the Debtors or any of the Debtors' predecessors or affiliates;
- claims (as that term is defined in the Bankruptcy Code), including claims for reimbursement, contribution claims, indemnity claims, exoneration claims, alter-ego claims, environmental claims (including claims that may be secured or entitled to priority under the Bankruptcy Code), tax claims, reclamation claims, and pending litigation claims; and
- matters of any kind and nature, in each instance for all of the foregoing, whether known or unknown, choate or inchoate, filed or unfiled, scheduled or unscheduled, noticed or unnoticed, recorded or unrecorded, perfected or unperfected, allowed or disallowed, contingent or noncontingent, liquidated or unliquidated, matured or unmatured, material or nonmaterial, disputed or undisputed, whether arising prior to or subsequent to the commencement of these bankruptcy cases, and whether imposed by agreement, understanding, law, equity or otherwise (collectively, the foregoing shall be referred to herein as the "***Interests, Liens and/or Claims***")

other than the Assumed Senior Liens and Assumed Liabilities. The transfer of the Purchased Assets to CL III pursuant to the PSA shall be, and hereby is deemed to be, a legal, valid and effective transfer of the Purchased Assets, and vests with or will vest in CL III all right, title and interest of the Debtors in the Purchased Assets, free and clear of all Interests, Liens, and/or Claims of any kind or nature whatsoever (other than the Assumed Senior Liens and Assumed Liabilities). Nothing in any Plan or any Confirmation Order shall create or preserve any lien against the Properties, other than the Assumed Senior Liens and Assumed Liabilities, regardless of the allowance of any claim under any plan.

9. For the avoidance of doubt, and notwithstanding anything to the contrary in the PSA, to the extent not previously satisfied, the ad valorem taxes of Montague County as evidenced by its proof of claim, shall be timely paid by CL III pursuant to applicable non-bankruptcy law and any liens securing such taxes shall be assumed by CL III. CL III reserves its right to object to any proof of claim of Montague County.

10. For the avoidance of doubt, and without the admission of priority or amount, the liens asserted by U.S. Energy Development Corp. ("USED") pursuant to that certain Model Form Operating Agreement (the "JOA") dated December 30, 2011, as it has been amended and modified, shall be an Assumed Senior Lien and Assumed Liability, and nothing in this Order shall constitute a determination or adjudication that such liens and claims shall be satisfied or that the sale approved herein shall have transferred the Purchased Assets free of such liens and claims. The Purchased Assets shall not be sold free and clear of USED's liens or claims under the JOA.

11. Inwell Liens. The Purchased Assets shall be sold free and clear of the Interests, Liens and/or Claims of Inwell II, LLC d/b/a Inwell, LLC ("Inwell"). At closing (or as soon thereafter as approved by the Court), CL III shall escrow \$650,000 in Cash (the "Escrowed Funds") by depositing such funds with the registry of the Court by CL III filing a separate motion and order in Adversary No. 15-01079. The Escrowed Funds shall be held pending an adjudication of the extent, validity, priority and value of Inwell's liens. The Court shall issue an order directing the disbursement of the Escrowed Funds in accordance with that adjudication.

12. Orr Lien. Orr Construction, Inc. ("Orr") asserts a Senior Prior Lien on certain of the Pipeline Assets (as defined in the PSA) and the Debtors are selling the collateral which is

subject to Orr's asserted Senior Prior Lien to CL III. The Purchased Assets shall be sold to CL III subject to any Senior Prior Lien that Orr may have against such collateral. To the extent that a dispute exists between Orr and CL III as to the extent, validity, or priority of Orr's alleged lien, the parties may seek relief in this Court for resolution of such dispute, including by an objection to Orr's Proof of Claim. Orr and CL III agree that: (i) any statute of limitations under applicable law which would require the commencement of an action by Orr to enforce its lien claim is hereby tolled for 120 days (the "Tolling Period"), which Tolling Period may be extended by the written agreement of Orr and CL III and (ii) Orr shall not commence any proceeding against CL III or the Purchased Assets or otherwise take any action outside of Bankruptcy Court to enforce its lien during the Tolling Period

13. Upon the Closing, all persons and entities, including (without limitation), Inwell II, LLC d/b/a Inwell, LLC, and all holders of Interests, Liens and/or Claims or other rights, debt security holders, equity security holders, governmental, tax and regulatory authorities, lenders and trade and other creditors of the Debtors, are permanently and forever barred, estopped and enjoined from asserting any Interests, Liens, and/or Claims or enforcing remedies, or commencing or continuing in any manner an action or other proceeding of any kind, against CL III or the Purchased Assets on account of any of the Interests, Liens, Claims, or explicitly excluded liabilities or excluded assets, other than the holders of Assumed Senior Liens or Assumed Liabilities.

14. This Order is and shall be effective as a determination that all Interests, Liens, and/or Claims (other than Assumed Senior Liens and the Assumed Liabilities), shall be, and hereby are, released with respect to the Debtors' interest in the Purchased Assets as of the

Closing. If any person or entity that has filed liens, financing statements, mortgages, mechanics' liens, *lis pendens* or other documents or agreements evidencing Interests, Liens, and/or Claims against or in the Purchased Assets shall not have delivered to the Debtors prior to the Closing, in proper form for filing and executed by the appropriate parties, termination statements, instruments of satisfaction, unconditional releases of all Interests, Liens, and/or Claims that the person or entity has with respect to the Purchased Assets, or otherwise, CL III is hereby authorized to execute and file such statements, instruments, releases and other documents on behalf and in the name of the person or entity with respect to the Purchased Assets or CL III may file, register or record a certified copy of this Order in any place where such instruments would or could be filed, and such filing shall constitute conclusive evidence of the release of Interests, Liens, and/or Claims on the Purchased Assets as of the Closing.

15. No government unit may revoke or suspend any right, license, trademark or other permission relating to the use of the Purchased Assets, transferred or conveyed to CL III on account of the filing or pendency of these chapter 11 cases or the consummation of the Sale. To the greatest extent available under applicable law, CL III shall be authorized, as of the Closing Date, to operate under any license, permit, registration, and governmental authorization or approval of the Debtors with respect to the Purchased Assets, and all such licenses, permits, registrations, and governmental authorizations and approvals are deemed to have been, and hereby are, transferred to CL III as of the Closing Date.

16. The transactions contemplated by the PSA and the execution, delivery and/or recordation of any and all documents or instruments necessary or desirable to consummate the transactions contemplated by the PSA are exempt from the imposition and payment of all

recording fees and taxes, stamp taxes, and/or sales, transfer or any other similar taxes, pursuant to Bankruptcy Code section 1146(a) because the Debtors will confirm a chapter 11 plan on or before a reasonable period after the Closing, and the Sale is necessary to such plan's effectiveness. Likewise, any filing under paragraph 14 shall contain the following endorsement:

Because this instrument has been authorized pursuant to an order of the United States Bankruptcy Court for the Western District of Texas, in contemplation of a plan of reorganization of the Debtors, it is exempt from transfer taxes, stamp taxes or similar taxes pursuant to 11 U.S.C. §1146(a).

17. The Sale of the Purchased Assets outside of a plan of reorganization pursuant to the PSA neither impermissibly restructures the rights of the Debtors' creditors nor impermissibly dictates the terms of a liquidating plan of reorganization for the Debtors. The Sale does not constitute a *sub rosa* plan of reorganization.

18. Upon the closing of the transactions contemplated by the PSA, CL III shall not be deemed to (i) be the successor or alter ego of the Debtors under doctrines of successor liability, alter ego or otherwise, (ii) have, *de facto* or otherwise, merged with or into the Debtors or (iii) be a mere continuation or substantial continuation of the Debtors or the enterprise(s) of the Debtors.

Releases

19. Except for the enumerated rights and obligations of the Debtors and CL III under the PSA, the Debtors and CL III, to the extent permitted by law, are hereby deemed to have irrevocably and unconditionally released, remised, and forever discharged each other and their affiliates, and all their past, present and future shareholders, partners, members, board of directors and/or supervisors, managers, officers, employees, agents, representatives and advisors from any and all suits, legal or administrative proceedings, claims, demands, damages, losses, costs, liabilities, interest or causes of action whatsoever at law or in equity, known or unknown,

which the Debtors, CL III or their affiliates might now or subsequently may have, based on, relating to or arising out of the PSA, the transactions contemplated thereby, the ownership, use or operation of the Purchased Assets or the condition, quality, status or nature of the Purchased Assets, including rights to contribution under the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended, breaches of statutory or implied warranties, nuisance or other tort actions, rights to punitive damages, or common law rights of contribution.

Assumed and Assigned Contracts

20. Pursuant to Section 365(f) of the Bankruptcy Code, notwithstanding any provision of any Assumed and Assigned Contract or applicable non-bankruptcy law that prohibits, restricts, or conditions the assignment of the Assumed and Assigned Contract, the Debtors are authorized to assume and assign the Assumed and Assigned Contracts to CL III, which assignment shall take place on and be effective as of the Closing.

21. The Debtors' assumption of the Assumed and Assigned Contracts is subject to Court approval and consummation of the Sale of the Purchased Assets to CL III. Upon the assumption of the Assumed and Assigned Contracts by the Debtors and assignment to CL III, the Assumed and Assigned Contracts shall be deemed valid and binding, in full force and effect in accordance with their terms, subject to the provisions of this Order. As of the Closing, subject to the provisions of this Order, CL III shall succeed to the entirety of the Debtors' rights and obligations in the Assumed and Assigned Contracts first arising and attributable to the time period occurring on or after the Closing and shall have all rights thereunder.

22. Upon the Closing (i) all defaults (monetary and non-monetary) under the Assumed and Assigned Contracts through the Closing shall be deemed cured and satisfied through the payment of the Cure Costs by CL III, (ii) no other amounts will be owed by the Debtors, their estates or CL III with respect to amounts first arising or accruing during, or attributable or related to, the period before the Closing with respect to the Assumed Contracts, (iii) any and all persons or entities shall be forever barred and estopped from asserting a claim against the Debtors, their estates, or CL III that any additional amounts are due or defaults exist under the Assumed and Assigned Contracts that arose or accrued, or relate to or are attributable to the period before or as of the Closing.

23. All counterparties to the Assumed and Assigned Contracts shall cooperate and expeditiously execute and deliver, upon the reasonable requests of CL III, and shall not charge the Debtors or CL III for, any instruments, applications, consents, or other documents which may be required or requested by any public or quasi-public authority or other party or entity to effectuate the applicable transfers in connection with the Sale.

24. Notwithstanding anything in this Order, the PSA, or the Notice of Debtors' Intent to Assume and Assign Certain Unexpired Leases and Executory Contracts and Setting Forth the Cure Amounts (Dkt. No. 456), the Letter Agreement dated March 1, 2104, as amended, between Enterprise Crude Oil LLC and WBH Energy Partners LLC ("Enterprise Agreement") is not an Assumed and Assigned Contract and is neither assumed nor assumed and assigned by the Debtors. The Enterprise Agreement has terminated by its own terms and therefore is not assumable.

Miscellaneous Provisions

25. The consideration provided by CL III for the Purchased Assets under the PSA is hereby deemed to constitute reasonably equivalent value and fair consideration under the Bankruptcy Code and under the laws of the United States or any state, territory or possession thereof or the District of Columbia.

26. The Sale has been undertaken by CL III in good faith and CL III is a "good faith purchaser" of the Purchased Assets as that term is used in Bankruptcy Code section 363(m). CL III is entitled to all of the protections afforded by section 363(m) of the Bankruptcy Code.

27. Upon the Closing, this Order shall be construed and shall constitute for any and all purposes a full and complete assignment, conveyance and transfer of title to and all other right, title and interest in all of the Purchased Assets and a bill of sale transferring good and valid title in such Purchased Assets to CL III on the Closing Date pursuant to the terms of the PSA, free and clear of all Interests, Liens and/or Claims (other than any Assumed Senior Liens and Assumed Liabilities).

28. This Order and the PSA (i) shall be binding in all respects upon all creditors of (whether known or unknown), and holders of equity interests in, the Debtors, any affected third parties, including (without limitation) all persons asserting a Claim or Interest relating to or in the Purchased Assets, all successors and assigns of CL III, the Debtors and their affiliates and subsidiaries and any subsequent trustee, examiner or other fiduciary appointed in the Debtors' chapter 11 cases or upon a conversion to chapter 7 under the Bankruptcy Code, and all contractual counterparties to the Debtor, and (ii) shall not be subject to rejection.

29. Nothing contained in any chapter 11 plan confirmed in these cases or the confirmation order confirming any plan shall conflict with or derogate from the provisions of this Order unless expressly consented to in writing by CL III and any holder of an Assumed Senior Lien.

30. The PSA and any related agreements, documents or other instruments may be modified, amended or supplemented through a written document signed by the Parties in accordance with the terms thereof without further order of the Court; provided, however, that any such modification, amendment or supplement does not have a material adverse effect on the Debtors' estates.

31. The failure to specifically include or make reference to any particular provision of the PSA or a related sale document in this Order shall not diminish or impair the effectiveness of such provision, it being the intent of the Court that the PSA and the related sale documents are authorized and approved in their entirety.

32. To the extent that any provision of this Order is inconsistent with the terms of the PSA (including all ancillary documents executed in connection therewith), this Order shall govern.

33. This Court shall retain exclusive jurisdiction to enforce the terms and provisions of this Order and the PSA in all respects and to decide any disputes arising between the Debtors and CL III and/or their respective successors and assigns, with respect thereto.

34. The provisions of this Order are nonseverable and mutually dependent.

35. Notwithstanding Bankruptcy Rules 6004(g) and 6006(d), this Order shall be effective and enforceable immediately upon entry.

36. Following the closing of the sale, the Debtors shall file a notice of closing with the Court, and shall serve such notice on the parties listed on the master service list in these cases, setting forth the date of closing and the effective date of closing.

###

PURCHASE AND SALE AGREEMENT

BETWEEN

**WBH ENERGY, LP AND
WBH ENERGY PARTNERS LLC**

Debtors-in-Possession,

AS SELLERS

AND

CL III FUNDING HOLDING COMPANY, LLC

AS PURCHASER

Executed on [_____], 2015

TABLE OF CONTENTS

ARTICLE I. PURCHASE AND SALE.....	1
Section 1.01 Purchase and Sale.	1
Section 1.02 Oil and Gas Properties.	1
Section 1.03 Personal Property.....	2
Section 1.04 Excluded Assets.....	3
Section 1.05 Effective Time; Proration of Costs and Revenues.....	6
Section 1.06 Delivery and Maintenance of Records.	6
ARTICLE II. PURCHASE PRICE.....	7
Section 2.01 Credit Bid Purchase Price for the Oil and Gas Properties.	7
Section 2.02 Credit Bid Purchase Price for the Personal Property.....	8
Section 2.03 Cash Component.....	8
ARTICLE III. SELLERS' TITLE	8
Section 3.01 Conveyances.....	8
Section 3.02 Consents.....	7
ARTICLE IV. REPRESENTATIONS AND WARRANTIES	9
Section 4.01 Sellers' Representations and Warranties.	9
Section 4.02 Purchaser Representations and Warranties.....	10
Section 4.03 Limitations on Representations and Warranties.....	11
Section 4.04 No Survival.....	12
ARTICLE V. COVENANTS OF THE PARTIES	12
Section 5.01 Access.....	12
Section 5.02 Government Reviews.	13
Section 5.03 Operation of Business.....	13
Section 5.04 Tax Matters.....	13
Section 5.05 Non-Operator Status.....	15
Section 5.06 Further Assurances.	15
Section 5.07 Cure Costs.....	15
ARTICLE VI. CONDITIONS TO CLOSING	16
Section 6.01 Conditions of Sellers to Closing.....	16
Section 6.02 Conditions of Purchaser to Closing	16
ARTICLE VII. CLOSING.....	17
Section 7.01 Time and Place of Closing.....	17

Section 7.02	Obligations of Sellers at Closing.	18
Section 7.03	Obligations of Purchaser at Closing.	18
ARTICLE VIII. TERMINATION		18
Section 8.01	Termination.	18
Section 8.02	Effect of Termination.	19
ARTICLE IX. POST-CLOSING OBLIGATIONS; DISCLAIMERS AND WAIVERS		19
Section 9.01	Recording.....	19
Section 9.02	Assumption of Contracts.	19
ARTICLE X. MISCELLANEOUS		19
Section 10.01	Counterparts.....	19
Section 10.02	Notice.....	20
Section 10.03	Sales or Use Tax Recording Fees and Similar Taxes and Fees.....	21
Section 10.04	Expenses.	21
Section 10.05	Replacement of Bonds, Letters of Credit and Guarantees.....	21
Section 10.06	GOVERNING LAW AND VENUE.	22
Section 10.07	JURISDICTION; WAIVER OF JURY TRIAL.	22
Section 10.08	Captions.	22
Section 10.09	Waivers.	22
Section 10.10	Assignment.	22
Section 10.11	Entire Agreement.....	23
Section 10.12	Amendment.....	23
Section 10.13	No Third-Party Beneficiaries.....	23
Section 10.14	Invalid Provisions.	23
Section 10.15	References.....	23
Section 10.16	Construction.....	24
Section 10.17	Limitation on Damages.....	25
Section 10.18	Binding Effect.....	25
Section 10.19	No Rescission.	25

PURCHASE AND SALE AGREEMENT

This Purchase and Sale Agreement (the “**Agreement**”) is executed on September ____, 2015, by and among WBH Energy, LP, a Texas limited partnership (“**WBH LP**”) and WBH Energy Partners LLC, a Texas limited liability company (“**WBH Partners**”) (each a “**Seller**” and collectively, the “**Sellers**”), and CL III Funding Holding Company, LLC, a Delaware limited liability company (“**Purchaser**” or “**CL III**”). Each Seller and Purchaser may hereinafter be referred to as a “**Party**” or collectively as the “**Parties**.”

RECITALS:

On January 4, 2015 (the “**Petition Date**”), Sellers filed voluntary petitions for relief under Chapter 11 of title 11 of the United States Code (“**Bankruptcy Code**”) in the United States Bankruptcy Court for the Western District of Texas, Austin Division (the “**Bankruptcy Court**”) captioned In re WBH ENERGY, LP, et al., Chapter 11, Case No. 15-10003 (Jointly Administered) (the “**Bankruptcy Case**”);

Each Seller, as debtor and debtor-in-possession, has continued in the possession of their respective Properties (as defined herein) and in the management of their respective business pursuant to Sections 1107 and 1108 of the Bankruptcy Code; and

Sellers, subject to Bankruptcy Court approval and the terms and conditions within this Agreement, desire to sell to Purchaser the Properties (as defined herein) pursuant to the terms and conditions of this Agreement and Purchaser desires to so purchase and acquire such Properties from Sellers in accordance with Section 105, 363 and 365 of the Bankruptcy Code.

NOW, THEREFORE, in consideration of the premises and of the mutual promises, representations, warranties, covenants, conditions and agreements contained herein, and for other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties, intending to be legally bound by the terms hereof, agree as follows:

ARTICLE I. PURCHASE AND SALE

Section 1.01 Purchase and Sale.

At the Closing, and upon the terms and subject to the conditions of this Agreement, each Seller agrees to sell and convey to Purchaser and Purchaser agrees to purchase, accept and pay for the Properties. Capitalized terms used herein shall have the meanings ascribed to them in this Agreement as such terms are identified and/or defined in Appendix I attached hereto and made a part hereof.

Section 1.02 Oil and Gas Properties.

As used in this Agreement, the term “**Oil and Gas Properties**” means all of Sellers’ right, title, interest and estate, real or personal, recorded or unrecorded, movable or immovable, tangible or intangible, in and to the following interests, excluding however, the Excluded Assets:

- (a) All of the Leases, including those leases shown on Exhibit A, together with each and every kind and character of right, title and interest that Sellers have in and to the Leases and the Lands;
- (b) All of the Wells;
- (c) Any pools or units which include any portion of the Lands, Leases, Lease Interests, Wells or Well Interests, including those pools or units shown on Exhibit A-2 (the “**Units**”), and including all interests of Sellers in Hydrocarbon production from any such Unit, whether such Unit Hydrocarbon production comes from Wells located on or off of a Lease, and all tenements, hereditaments and appurtenances belonging to the Leases, Wells, Lands and Units;
- (d) All contracts, leases, agreements, instruments, easements, permits, licenses, servitudes, rights-of-way, surface leases and other surface rights appurtenant to the Properties, the Pipeline Agreement and any other arrangements similar to any of the foregoing identified on Schedule 1.02(d), which may be supplemented and/or amended by Purchaser no less than five (5) days prior to the entry of the Sale Order (hereinafter collectively referred to as the “**Contracts**”), it being contemplated that any such Contracts not identified on Schedule 1.02(d) may be rejected as part of the Sellers’ Bankruptcy Case;
- (e) All Hydrocarbons produced from or attributable to the Oil and Gas Properties from or after the Effective Time and all inventories of Hydrocarbons produced from or attributable to the Oil and Gas Properties that are in storage in tanks or pipelines for any period;
- (f) All overriding royalties, production payments, or other similar interests in production of Hydrocarbons owned by Sellers; and
- (g) All Imbalances.

Section 1.03 Personal Property.

As used herein, the term “**Personal Property**” means all of Sellers’ right, title, interest and estate, real or personal, recorded or unrecorded, movable or immovable, tangible or intangible, in and to the Personal Property, including the following interests, excluding, however, the Excluded Assets:

- (a) All Equipment, machinery, fixtures and other tangible personal property and improvements located on the Properties and used or held for use in connection with the operation of the Oil and Gas Properties, but excluding the items expressly identified in Section 1.04;
- (b) All Pipeline Assets;

- (c) All lease files; land files; right-of-way files; well files; well tests; gas and oil sales contract files; gas processing files; division order files; abstracts; title records; title opinions; land surveys; non-confidential logs; customer lists; supplier lists; sales materials; maps; engineering data and reports; health, environmental and safety information and records; accounting and financial records; operational records; promotional materials; technical records; reserve estimates and economic estimates; production and processing records; Tax records (other than with respect to Income Taxes); contract files; and all other books, records, data, files, maps and accounting records, in each case, to the extent related to the Properties, or used or held for use primarily in connection with the maintenance or operation thereof, including (i) all seismic, geologic, geophysical data, engineering field data (to the extent assignable without the payment of fees (unless Purchaser agrees to and does pay such fees)) either in raw or interpreted form and studies and other seismic and related technical data and information, and (ii) related licenses to software and related work stations, servers and electronic databases used to process or store the data, files, maps and accounting records related to the Properties (the “**Records**”);
- (d) To the extent assignable without the payment of fees (unless Purchaser agrees to and does pay such fees), all seismic, geologic, geophysical, engineering field data (either in raw or interpreted form) and studies and other seismic and related technical data and information (including related work product);
- (e) All vehicles owned by Sellers;
- (f) Investment property, instruments, chattel paper, patents, copyrights, trademarks, causes of action (excluding those causes of action specifically identified in **Section 1.04(c)**), account receivables, joint interest billings and other general intangibles, and all products and proceeds thereof;
- (g) All cash on hand, other than the cash which is part of the Excluded Assets; and
- (h) To the extent transferable all bonds, letters of credit and guarantees posted by Sellers with Governmental Authorities or other Persons and relating to the Properties and insurance policies related to the Properties.

Section 1.04 Excluded Assets.

Notwithstanding the foregoing, the Properties shall not include, and there is excepted, reserved and excluded from the purchase and sale contemplated hereby (collectively, the “**Excluded Assets**”):

- (a) cash equal to (i) all expenses accrued under the Approved DIP Budget and not paid as of the Closing Date, plus (ii) \$225,000; provided however, any cash which is excluded under (i) that is not ultimately distributed by the Debtors or their successors in interest to satisfy expenses provided for in the Approved DIP

Budget, but unpaid as of the Closing Date, including professional fees, shall become part of the Personal Property acquired by Purchaser;

- (b) (i) all corporate, partnership, limited liability company, financial, income and franchise Tax and legal records of Sellers that relate solely to the Excluded Assets, (ii) those records, files and contracts retained by Sellers pursuant to **Section 1.03** and (iii) copies of any other records retained by Sellers;
- (c) all Avoidance Actions (excluding any Avoidance Actions against CL III);
- (d) claims stemming from or related to commercial tort actions and conduct related thereto (excepting contract claims and claims stemming from or related to conduct related thereto), including but not limited to breach of fiduciary duty claims and all claims against officers and directors;
- (e) all documents and instruments that may be protected by attorney-client privilege;
- (f) correspondence between or among Sellers, their representatives, and any prospective purchasers of the Properties other than Purchaser;
- (g) correspondence between Sellers or any of their respective representatives with respect to any of the bids, the prospective purchasers, or the transactions contemplated by this Agreement, or similar transactions;
- (h) to the extent not assignable without the payment of fees (unless Purchaser agrees to and does pay such fees), all seismic, geologic, geophysical, engineering field data (either in raw or interpreted form) and studies and other seismic and related technical data and information (including related work product);
- (i) Sellers' rights with respect to any Hydrocarbons produced and sold from the Properties with respect to all periods prior to the Effective Time;
- (j) Sellers' rights with respect to any office computers, networks, connections, email accounts, email correspondence, internet services, telephones, telephone systems, websites, internet and email domain names, addresses and registrations, and any office equipment or technology related to the foregoing in this **Section 1.04(j)**;
- (k) the rights which accrue or will accrue to Sellers under this Agreement and any other documents contemplated hereby;
- (l) any contract not specifically included on Schedule 1.02(d); and
- (m) Sellers' right, title and interest in the below described "Whiteside Leases":

Whiteside D Unit

J. P. Morgan Chase Bank, N. A., Trustee of the Mary Leonard Children's Trust, Trustee of the Miranda Leonard Trust under the Will of J. M. Leonard, Trustee of the Martha Leonard Trust under the Will of J. M. Leonard, Trustee of the Madelon Leonard Trust under the Will of J. M. Leonard	GM Exploration, LLC	9/28/2009	499	90	Montague
---	---------------------	-----------	-----	----	----------

Patricia Penrose Schieffer and Patricia Penrose Schieffer Testamentary Trust, Bank of America, N.A. Agent	GM Exploration, LLC	8/17/2009	499	105	Montague
---	---------------------	-----------	-----	-----	----------

Whiteside E Unit

J. P. Morgan Chase Bank, N. A., Trustee of the Mary Leonard Children's Trust, Trustee of the Miranda Leonard Trust under the Will of J. M. Leonard, Trustee of the Martha Leonard Trust under the Will of J. M. Leonard, Trustee of the Madelon Leonard Trust under the Will of J. M. Leonard	GM Exploration, LLC	9/28/2009	499	90	Montague
---	---------------------	-----------	-----	----	----------

Patricia Penrose Schieffer and Patricia Penrose Schieffer Testamentary Trust, Bank of America, N.A. Agent	GM Exploration, LLC	8/17/2009	499	105	Montague
---	---------------------	-----------	-----	-----	----------

Leases outside of Whiteside Units

Rufus Henscheid and Elizabeth J. Henscheid	WBH Energy Partners, LLC	10/22/2011	593	275	Montague
--	--------------------------	------------	-----	-----	----------

Belmont Sisters, LP and Patricia Penrose Schieffer Testamentary Trust, Bank of America, N.A. Agent	WBH Energy Partners, LLC	3/22/2012	619	400	Montague
--	--------------------------	-----------	-----	-----	----------

Mary Leonard Children's Trust, Miranda Leonard Trust, III, Madelon Leonard Trust III, and Martha Leonard Trust III	WBH Energy Partners, LLC	4/2/2012	619	408	Montague
--	--------------------------	----------	-----	-----	----------

Section 1.05 Effective Time; Proration of Costs and Revenues.

- (a) Possession of the Properties shall be transferred from Sellers to Purchaser at the Closing, but certain financial benefits and obligations of the Properties shall be transferred effective as of 7:00 A.M., local time on September 1, 2015 (the “**Effective Time**”).
- (b) Purchaser shall be entitled to all production from or attributable to the Properties arising on and after the Effective Time (and all products and proceeds attributable thereto), and to all other income, proceeds, receipts and credits earned with respect to the Properties arising on and after the Effective Time, including, without limitation, any proceeds of production currently held in suspense.
- (c) All Property Costs incurred in the operation of the Properties after the Petition Date and before the Effective Time shall be borne and paid by Purchaser to the extent that such costs have not been previously paid by Sellers, and all Property Costs incurred in the operation of such Properties from and after the Effective Time shall be borne and paid by the Purchaser. As used herein, “**Property Costs**” means (i) all costs and expenses attributable to the ownership or operation of the Properties (including costs of insurance and ad valorem, property, severance, production and similar Taxes based upon or measured by the ownership or operation of the Properties or the production of Hydrocarbons therefrom, but excluding any other Taxes), (ii) capital expenditures incurred in the ownership or operation of the Properties in the ordinary course of business, (iii) where applicable, such costs and capital expenditures charged in accordance with the relevant operating agreement, unit agreement, pooling agreement, pooling order or similar instrument, or if none, charged to the Properties on the same basis as charged on the date of this Agreement, and (iv) overhead costs charged to the Properties under the relevant operating agreement, unit agreement, pooling agreement, pooling order or similar instrument by unaffiliated third parties, or if none, charged to the Properties on the same basis as charged on the date of this Agreement.

Section 1.06 Delivery and Maintenance of Records.

- (a) Sellers shall provide Purchaser (i) access to the electronic data base containing Records which was provided to the current operator of the Oil and Gas Properties, and (ii) all original copies of the Records in the Sellers’ respective possession or control within ten (10) days following Closing, in the format in which such Records are maintained by Sellers in the ordinary course of business. Sellers may retain copies of the Records. Seller shall bear the costs of copying any Records which Sellers retain copies of and Purchaser shall pay all costs associated with shipping the original Records from where the Records are currently maintained in the ordinary course of business to the location specified by Purchaser after the Closing.

- (b) Purchaser, its successors or assigns shall preserve the Records for a period of three years after the Closing, or for such longer period (a) as is required by any applicable Law, (b) as is ordered by any Court of competent jurisdiction, or (c) during which there is an ongoing audit or investigation of Sellers, their respective estates, or any successor thereto (collectively, the **“Debtor Parties”** and each, a **“Debtor Party”**) with respect to such periods (the **“Retention Period”**). During such Retention Period, Purchaser, its successors or assigns shall (x) keep such Records reasonably accessible, including maintaining all computer hardware, software, and applications necessary to access such Records in a usable form, (y) not destroy or dispose of any Records without the prior written consent of the Debtor Parties, who shall include, but not be limited to, any Debtor Party, a chapter 11 trustee, a chapter 7 trustee, or a liquidating trustee, each acting on behalf of any Debtor Party (each, a **“Control Person”**), and (z) permit any Control Person reasonable access to any Record upon request, including making any paper or electronic copies thereof at the respective Debtor Party’s expense. Records may be sought under this **Section 1.06(b)** for any reasonable purpose, including, without limitation, to the extent reasonably required in connection with the administration of the bankruptcy cases of any Debtor Party, any audit, accounting, tax matter, litigation matter, disclosure required by Law, or any other similar needs of any Control Person.

ARTICLE II. PURCHASE PRICE

Section 2.01 Credit Bid Purchase Price for the Oil and Gas Properties.

The purchase price for the Oil and Gas Properties shall consist of a credit bid (the **“Oil and Gas Properties Credit Bid”**) of an amount of the Lender Pre-Petition Loans and DIP Loan equaling the greater of the following (assuming no material intervening transfer or release of any Oil and Gas Property):

- (a) the sum of (i) fifty percent (50%) of the DIP Obligations, plus (ii) fifty percent (50%) of the amount outstanding under the Senior Pre-Petition Loan Agreement, plus (iii) an amount outstanding under the Junior Pre-Petition Credit Agreement such that the sum of (i), (ii) and (iii) shall equal the sum of not less than \$15 million; or
- (b) a sum equal to one hundred percent (100%) of the Projected Reserve Value of existing proved developed Wells (other than the Lewis-Stuart Completion Operation Wells) plus one hundred ten percent (110%) of the Projected Reserve Value of the Lewis-Stuart Completion Operation Wells. The credit bid amount pursuant to this subsection (b) would consist of: (i) fifty percent of the DIP Obligations plus (ii) fifty percent (50%) of the amount outstanding under the Senior Pre-Petition Loan Agreement, plus (iii) an amount outstanding under the Junior Pre-Petition Credit Agreement such that the sum of (i), (ii) and (iii) shall

equal the sum of (x) one hundred percent (100%) of the Projected Reserve Value of existing proved developed Wells plus (y) one hundred ten percent (110%) of the Projected Reserve Value of the Lewis-Stuart Completion Operation Wells. The Projected Reserve Value will be determined by the Bankruptcy Court upon the motion of either Sellers or Purchaser.

Section 2.02 Credit Bid Purchase Price for the Personal Property.

The purchase price for the Personal Property shall consist of a credit bid (the “**Personal Property Credit Bid**”) of an amount of the Lender Pre-Petition Loans and DIP Loan equal to (assuming no material intervening transfer or release of any Personal Property): (i) fifty percent of the DIP Obligations plus (ii) fifty percent (50%) of the amount outstanding under the Senior Pre-Petition Loan Agreement, plus (iii) an amount outstanding under the Junior Pre-Petition Credit Agreement such that the sum of (i), (ii) and (iii) shall equal the sum of not less than \$10 million.

Section 2.03 Cash Component.

At Closing, Purchaser shall pay Sellers the sum of \$225,000 in cash (the “**Cash Component**”). The Cash Component shall be deemed satisfied and no further payment will be made by Purchaser if the Excluded Assets include cash equal to the amount of all expenses accrued under the Approved DIP Budget and not paid as of the Closing Date plus \$225,000.

The Oil and Gas Properties Credit Bid, the Personal Property Credit Bid and the Cash Component are hereinafter referred to collectively as, the “**Purchase Price**”.

**ARTICLE III.
SELLERS’ TITLE**

Section 3.01 Conveyances.

The conveyance of the Oil and Gas Properties to be delivered by Sellers to Purchaser shall be substantially in the form of Exhibit C (the “**Conveyance**”) and shall convey such Oil and Gas Properties free and clear of all Liens, claims and encumbrances pursuant to Section 363 of the Bankruptcy Code; provided, however, that the treatment of any Senior Prior Liens shall be expressly in accordance with the terms set forth in the Sale Order. The conveyance of the Personal Property to be delivered by Sellers to Purchaser shall be substantially in the form of Exhibit D (the “**Assignment and Bill of Sale**”) and shall convey such Personal Property free and clear of all Liens, claims and encumbrances pursuant to Section 363 of the Bankruptcy Code; provided, however, that the treatment of any Senior Prior Liens shall be as set forth in the Sale Order.

Section 3.02 Consents.

For any Properties that are subject to any required consents to assignment that Sellers are aware of, if any, as are set forth on Schedule 3.02, Sellers shall use commercially reasonable efforts to cause such consents to be obtained and delivered prior to Closing; provided, however,

to the extent that such consents are not obtained and delivered prior to Closing, the Properties shall be transferred free and clear of such consent rights to the maximum extent permitted under applicable law and otherwise subject to such consent rights. Purchaser shall cooperate with Sellers in seeking to obtain such consents, if applicable.

ARTICLE IV. REPRESENTATIONS AND WARRANTIES

Section 4.01 Sellers' Representations and Warranties.

Subject to **Section 4.03**, Sellers represent and warrant to Purchaser as of the date hereof and as of the Closing Date as follows:

- (a) *Organization/Good Standing.* WBH LP is a limited partnership and WBH Partners is a limited liability company, each duly organized, validly existing, and in good standing under the Laws of Texas and are qualified to conduct business and are in good standing in all jurisdictions where they conduct business.
- (b) *Power and Authorization.* Subject to Bankruptcy Court approval WBH LP has all requisite limited partnership power and authority and WBH Partners has all requisite limited liability company power and authority to enter into and perform this Agreement and the transactions contemplated hereby. The execution, delivery and performance of this Agreement and the transactions contemplated hereby have been duly and validly authorized by all requisite action on the part of Sellers. This Agreement has been duly executed and delivered on behalf of Sellers, and at the Closing all documents and instruments required hereunder to be executed and delivered by Sellers shall be duly executed and delivered. This Agreement constitutes, and such Closing documents and instruments shall constitute, legal, valid, and binding obligations of Sellers, enforceable against Sellers in accordance with their terms, except as such enforceability may be limited by the effect of bankruptcy, insolvency, reorganization, moratorium, and similar Laws from time to time in effect relating to the rights and remedies of creditors, as well as by general principles of equity (regardless of whether such enforceability is considered in a proceeding in equity or at Law).
- (c) *No Breach or Violation.* The execution, delivery and performance of this Agreement by Sellers, and the transactions contemplated hereby, will not (i) violate, conflict with or result in any breach of any provision of Sellers' certificates of formation or other governing documents, (ii) violate any material order of a Governmental Authority applicable to Sellers, or (iii) materially violate any applicable Law.
- (d) *Brokers.* Sellers have incurred no liability for brokers' or finders' fees in respect of the matters provided for in this Agreement for which Purchaser will have any responsibility whatsoever, and any such obligation that might exist

shall be the sole obligations of Sellers and their estates, subject to Bankruptcy Court approval.

- (e) *Litigation.* Except with respect to the Bankruptcy Case and related matters filed with the Bankruptcy Court, (i) there are no legal actions or proceedings pending or, to Sellers' knowledge, threatened against Sellers or any of their Affiliates which relate to the transactions contemplated by this Agreement, and (ii) to Sellers' knowledge, there is no investigation, inquiry or review pending or threatened by any Governmental Authority with respect to Sellers or any of their Affiliates seeking to prevent the consummation of this Agreement or any other action taken or to be taken in connection herewith.

Section 4.02 Purchaser Representations and Warranties.

Purchaser represents and warrants to Sellers as of the date hereof and as of the Closing Date as follows:

- (a) *Organization/Good Standing.* Purchaser is a limited liability company duly organized, validly existing, and in good standing under the Laws of Delaware and is qualified to conduct business and is in good standing in all jurisdictions where it conducts business.
- (b) *Power and Authorization.* Purchaser has all requisite limited liability company power and authority to enter into and perform this Agreement and the transactions contemplated hereby. The execution, delivery and performance of this Agreement and the transactions contemplated hereby have been duly and validly authorized by all requisite action on the part of Purchaser. This Agreement has been duly executed and delivered on behalf of Purchaser, and at the Closing all documents and instruments required hereunder to be executed and delivered by Purchaser shall be duly executed and delivered. This Agreement constitutes, and such Closing documents and instruments shall constitute, legal, valid, and binding obligations of Purchaser, enforceable against Purchaser in accordance with their terms, except as such enforceability may be limited by the effect of bankruptcy, insolvency, reorganization, moratorium, and similar Laws from time to time in effect relating to the rights and remedies of creditors, as well as by general principles of equity (regardless of whether such enforceability is considered in a proceeding in equity or at Law).
- (c) *No Breach or Violation.* The execution, delivery and performance of this Agreement by Purchaser, and the transactions contemplated hereby, will not (i) violate, conflict with or result in any breach of any provision of Purchaser's certificate of formation or other governing documents, (ii) conflict with, result in a material breach of, constitute a default (or an event that with the lapse of time or notice, or both, would constitute a default) under any agreement or instrument to which Purchaser is a party or by which Purchaser is bound, (iii) violate any material order of a Governmental Authority applicable to Purchaser, or (iv) materially violate any applicable Law.

- (d) *Brokers.* Purchaser has incurred no liability for brokers' or finders' fees in respect of the matters provided for in this Agreement for which Sellers will have any responsibility whatsoever, and any such obligation that might exist shall be the sole obligation of Purchaser.
- (e) *Litigation.* There are no legal actions or proceedings pending or, to Purchaser's knowledge, threatened against Purchaser or any of its Affiliates which relate to the transactions contemplated by this Agreement. To Purchaser's knowledge, there is no investigation, inquiry or review pending or threatened by any Governmental Authority with respect to Purchaser or any of its Affiliates seeking to prevent the consummation of this Agreement or any other action taken or to be taken in connection herewith.
- (f) EXCEPT AS EXPRESSLY SET FORTH IN **SECTION 4.01** HEREOF, THERE ARE NO REPRESENTATIONS OR WARRANTIES OF ANY KIND (INCLUDING ANY REPRESENTATIONS OR WARRANTIES AS TO THE QUALITY OR FITNESS OF THE PROPERTIES FOR THEIR INTENDED PURPOSES OR ANY PARTICULAR PURPOSE), EXPRESSED OR IMPLIED, WITH RESPECT TO THE PROPERTIES. PURCHASER ACKNOWLEDGES THAT THE PROPERTIES ARE BEING SOLD, TRANSFERRED, CONVEYED, ASSIGNED AND DELIVERED TO, AND PURCHASED AND ACCEPTED BY, PURCHASER ON AN "AS IS/WHERE IS" BASIS.
- (g) PURCHASER IS EXPERIENCED AND SOPHISTICATED WITH RESPECT TO TRANSACTIONS OF THE TYPE CONTEMPLATED BY THIS AGREEMENT AND THE RELATED TRANSACTION DOCUMENTS. IN CONSULTATION WITH EXPERIENCED COUNSEL AND ADVISORS OF ITS CHOICE, PURCHASER HAS CONDUCTED ITS OWN INDEPENDENT REVIEW AND ANALYSIS OF THE PROPERTIES. PURCHASER ACKNOWLEDGES THAT IT AND ITS REPRESENTATIVES HAVE BEEN PERMITTED CERTAIN ACCESS TO THE BOOKS AND RECORDS, FACILITIES, EQUIPMENT, CONTRACTS AND OTHER PROPERTIES AND ASSETS OF SELLERS AND THAT IT AND ITS REPRESENTATIVES HAVE HAD AN OPPORTUNITY TO MEET WITH REPRESENTATIVES OF SELLERS TO DISCUSS THE BUSINESS.

Section 4.03 Limitations on Representations and Warranties.

- (a) *Sellers Limitations.* Except for the representations and warranties contained in **Section 4.01**, neither Sellers nor any other Person makes any other express or implied representation or warranty with respect to any Seller, the Properties, and each Seller disclaims any other representations or warranties, whether made by any Seller, any Affiliate of any Seller or any of their respective officers, directors, employees, agents or representatives. Except for the representations and warranties contained in **Section 4.01**, each Seller (i) expressly disclaims and

negates any representation or warranty, expressed or implied, at common law, by statute, or otherwise, relating to the condition of the Properties (including any implied or expressed warranty of merchantability or fitness for a particular purpose, or of conformity to models or samples of materials) and (ii) disclaims all liability and responsibility for any representation, warranty, projection, forecast, statement, or information made, communicated, or furnished (orally or in writing) to Purchaser or its Affiliates or representatives (including any opinion, information, projection, or advice that may have been or may be provided to Purchaser by any director, officer, employee, agent, consultant, or representative of each Seller or any of their respective Affiliates). No Seller makes any representations or warranties to Purchaser regarding the probable success or profitability of the Properties. The disclosure of any matter or item in any Schedule hereto shall not be deemed to constitute an acknowledgment that any such matter is required to be disclosed or is material. The effectiveness of the representations and warranties of Sellers are subject to approval by the Bankruptcy Court.

- (b) *Purchaser Limitations.* Except for the representations and warranties contained in **Section 4.02** and without limitation of **Section 4.02(f)** and **Section 4.02(g)**, neither Purchaser nor any other Person makes any other express or implied representation or warranty with respect to Purchaser or this Agreement, and Purchaser disclaims any other representations or warranties, whether made by Purchaser, any Affiliate of Purchaser or any of their respective officers, directors, employees, agents or representatives.

Section 4.04 No Survival.

Notwithstanding anything to the contrary herein, except for **Section 5.06**, the representations, warranties, covenants and agreements in this Agreement shall terminate at the Closing and, following the Closing, no Party shall make any claim whatsoever for any breach of any such representation, warranty, covenant or agreement hereunder.

ARTICLE V.
COVENANTS OF THE PARTIES

Section 5.01 Access.

Between the date of execution of this Agreement and continuing until the earlier of the Closing or the termination of this Agreement, Sellers will give Purchaser and its representatives, reasonable access to Sellers' offices and the Records, including the right to copy the Records at Purchaser's expense, for the purpose of conducting any necessary review, analysis or investigation of the Properties. Purchaser's investigation shall be conducted in a manner that minimizes interference with the operation of the Properties.

Section 5.02 Government Reviews.

Sellers and Purchaser shall in a timely manner and at Purchaser's expense (a) make all required filings, if any, with and prepare applications to and conduct negotiations with, each governmental agency as to which such filings, applications or negotiations are necessary or appropriate in the consummation of the transactions contemplated hereby, and (b) provide such information as each may reasonably request to make such filings, prepare such applications and conduct such negotiations. Sellers and Purchaser shall cooperate with and use all commercially reasonable efforts to assist the other with respect to such filings, applications and negotiations.

Section 5.03 Operation of Business.

Except as otherwise consented to in writing by Purchaser, which consent shall not be unreasonably withheld or delayed, until the Closing, Sellers will, so long as such action or inaction is in compliance with the Bankruptcy Code and orders of the Bankruptcy Court and the applicable operating agreements and other applicable agreements: (i) operate the Properties in the ordinary course consistent with past practices, (ii) not commit to any single operation, or series of related operations, reasonably anticipated by Sellers to require future capital expenditures by the owner of the Properties in excess of Fifty Thousand Dollars (\$50,000) (net to Sellers' interest), (iii) not terminate, materially amend, execute or extend any material agreements affecting the Properties, (iv) maintain their current insurance coverage on the Properties presently furnished by nonaffiliated third parties in the amounts and of the types presently in force, (v) use commercially reasonable efforts to maintain in full force and effect all Leases, (vi) maintain all material governmental authorizations necessary for the ownership or operation of the Properties, (vii) not transfer, farmout, sell, hypothecate, encumber or otherwise dispose of any material Properties except for sales and dispositions of Hydrocarbon production and Equipment made in the ordinary course of business consistent with past practices and (viii) not commit to do any of the foregoing. Notwithstanding the foregoing, in the event of an emergency, Sellers may take, or permit to be taken, such action as the operator of the Properties determines to take.

Section 5.04 Tax Matters.

- (a) Prior to the Closing Date, the Sellers, Purchaser and Lender shall determine for Income Tax purposes the fair market value of the Oil and Gas Properties and Personal Property for Income Tax purposes and the appropriate amount, if any, of cancellation of indebtedness income as of the Closing Date applicable to the Sellers. Such determination shall be used consistently by all parties (including, each Seller, the Purchaser and the Lender) for all Income Tax purposes.
- (b) Prior to the Closing Date, the Parties shall allocate the Purchase Price (as determined for Income Tax purposes) among the Oil and Gas Properties and the Personal Property on a Seller-by-Seller basis in accordance with an allocation schedule to be jointly prepared by the Sellers and Purchaser. Such allocation schedule shall be prepared in accordance with Section 1060 of the Internal Revenue Code of 1986, as amended. The Parties shall cooperate with each other and provide such information as any of them shall reasonably request in

connection with this **Section 5.04(b)**. If the Parties have mutually agreed upon the allocation schedule, the Parties will each report the federal, state and local and other Tax consequences of the purchase and sale contemplated hereby (including the filing of Internal Revenue Service Form 8594) in a manner consistent with such allocation schedules.

- (c) In the event that the Parties are unable to reach an agreement on the matters set forth in Sections 5.04(a) and (b), then the matters shall be resolved by each Party submitting an appraisal of the value of Properties for Income Tax Purposes within fifteen (15) days of the Closing Date. If the Parties' respective appraisals are within ten (10) percent of the other then the value of the Properties for Income Tax purposes shall be deemed to be the average of the values set forth in the Parties' respective appraisals. If the Parties' respective appraisals are not within ten (10) percent of the other then the two appraisers selected by the Parties shall jointly select a third appraiser and the value of the Properties for Income Tax purposes shall be determined by the third appraiser who will determine a value for the Properties for Income Tax purposes within the range of the values set forth in the Parties' respective appraisals. The Parties will each report the federal, state and local and other Tax consequences of the purchase and sale contemplated hereby (including the filing of Internal Revenue Service Form 8594) in a manner consistent with such Determination.
- (d) Purchaser shall be responsible for all Taxes affecting the ownership or operation of the Properties that are attributable to any period of time prior to the Effective Time to the extent that such Taxes have not been previously paid by Sellers. As of the Effective Time, Sellers estimate that the amount of such outstanding and unpaid Taxes is \$102,966, as more particularly set forth in Schedule 5.04(a). Purchaser shall be responsible for all Taxes affecting the ownership or operation of the Properties that are attributable to any period of time after the Effective Time. Sellers shall handle payment to the appropriate Governmental Authority of all Taxes affecting the ownership or operation of the Properties which are required to be paid prior to Closing (and shall file all Tax Returns with respect to such Taxes), and Purchaser shall handle payment to the appropriate Governmental Authority of all Taxes affecting the ownership or operation of the Properties which are required to be paid after Closing (and shall file all Tax Returns with respect to such Taxes). Notwithstanding the foregoing, this **Section 5.04(a)(d)** shall not apply to Income Taxes and occupation, business license and similar Taxes, and Tax Returns therefor. The responsibility for all Income Taxes and similar Taxes shall be determined based on if Sellers had affected an actual or deemed closing of the books on the Closing Date and each Party shall pay the portion of such Taxes that are its responsibility and file any related Tax Returns. If requested by Purchaser, Sellers shall, to the extent practicable, assist Purchaser with preparation of all ad valorem and property Tax Returns due on or before thirty (30) days after Closing (including any extensions requested).

- (e) If Sellers (or an Affiliate, agent, or successor in interest of Sellers) receives a refund of any Taxes relating to the ownership or operation of the Properties (whether by payment, credit offset or otherwise, with any interest thereon, refunds from net operating losses, carry-forward or carry-back losses, the release or refund of withholdings or other Taxes returned by a taxing authority or escrow account related to Taxes) covered by **Section 5.04(a)** such refund shall promptly (but no later than thirty (30) days after receipt) be remitted to Purchaser, including all relevant documentation. Each Party shall cooperate with the other and its Affiliates and agents in order to take all commercially reasonable necessary steps to claim any refund to which it is entitled. Purchaser agrees to notify Sellers within ten (10) days following the discovery of a right to claim and secure receipt of any refund to which Sellers are entitled and upon receipt of any such refund.
- (f) Control of any legal or administrative proceedings concerning any Taxes affecting the Properties shall rest with the Party responsible for paying such Taxes, or the Party that is the beneficiary of a refund, under this **Section**.

Section 5.05 Non-Operator Status.

Neither Seller shall be in breach, or deemed to be in breach, of any of its covenants, agreements or obligations under this Agreement that is applicable to or could be performed by the operator of any Property that is not operated by such Seller or any of its Affiliates so long as such Seller has used commercially reasonable efforts under the circumstances to cause the operator thereof to perform or not to perform, as applicable, such covenant, agreement or obligation.

Section 5.06 Further Assurances.

After Closing, subject to approval of the Bankruptcy Court, to the extent required, Sellers and Purchaser each agree to take such further actions and to execute, acknowledge and deliver all such further documents as are reasonably requested by the other Party for carrying out the purposes of this Agreement or of any document delivered pursuant to this Agreement.

Section 5.07 Cure Costs.

On the later of (a) the Closing or (b) the date on which any disputed Cure Cost is settled or resolved by a final order of the Bankruptcy Court, the Purchaser shall pay (to the extent not previously satisfied), pursuant to section 365 of the Bankruptcy Code and the Sale Order, any cure costs (the “**Cure Costs**”) relating to the assumption and assignment of the Contracts.

ARTICLE VI. CONDITIONS TO CLOSING

Section 6.01 Conditions of Sellers to Closing.

The obligations of Sellers to consummate the transactions contemplated by this Agreement are subject, at the option of Sellers, to the satisfaction on or prior to Closing of each of the following conditions:

- (a) Performance. Purchaser shall have performed and observed, in all material respects, all covenants and agreements to be performed or observed by it under this Agreement prior to or on the Closing Date;
- (b) Representations & Warranties. The representations and warranties of the Parties set forth in this Agreement shall be true and correct in all material respects at and as of Closing Date as though such representations were made at such time (except to the extent that a representation specifically relates to an earlier date, in which case, as of such earlier date);
- (c) Deliveries. Purchaser shall have delivered to Sellers duly executed counterparts of the Conveyance, the Assignment and Bill of Sale and the other documents to be delivered by Purchaser under **Section 7.03**; and
- (d) Orders. The Bankruptcy Court shall have entered a Sale Order and such Sale Order shall not be subject to any effective stay.

Section 6.02 Conditions of Purchaser to Closing.

The obligations of Purchaser to consummate the transactions contemplated by this Agreement are subject, at the option of Purchaser, to the satisfaction on or prior to Closing of each of the following conditions:

- (a) Performance. Sellers shall have performed and observed, in all material respects, all covenants and agreements to be performed or observed by them under this Agreement, the Approved Bid Procedures and the Final DIP Order prior to or on the Closing Date;
- (b) Representations & Warranties. The representations and warranties of the Parties set forth in this Agreement shall be true and correct in all material respects at and as of Closing Date as though such representations were made at such time (except to the extent that a representation specifically relates to an earlier date, in which case, as of such earlier date);
- (c) Deliveries. Sellers shall have delivered to Purchaser duly executed counterparts of the Conveyance, the Assignment and Bill of Sale and the other documents to be delivered by Sellers under **Section 7.03**; and

- (d) Orders. The Bankruptcy Court shall have entered a Sale Order and such Sale Order shall not be subject to any effective stay.;
- (e) Bankruptcy Conditions. The Sale Order, in form and substance reasonably satisfactory to the Purchaser, incorporating the terms of this Agreement, shall be in full force and effect and shall not have been reversed, vacated or stayed and shall not have been materially amended, supplemented or otherwise materially modified without the prior written consent of the Purchaser (which consent may be withheld in its sole discretion): (a) authorizing and approving the transactions contemplated by this Agreement, including (y) the sale of the Properties free and clear of all Liens, claims and encumbrances pursuant to Section 363(f) of the Bankruptcy Code other than any Liens, claims or encumbrances permitted by this Agreement; provided, however, that the treatment of any Senior Prior Liens shall be expressly in accordance with the terms set forth in the Sale Order, and (z) the assumption and assignment to the Purchaser pursuant to Section 365 of the Bankruptcy Code all of the Contracts, (b) finding that the Purchaser is entitled to the protections afforded under Section 363(m) of the Bankruptcy Code and granting such protection to the fullest extent under Section 363(m) of the Bankruptcy Code, and (c) enjoining all persons from asserting any claims which they have, or may have, against any of the Sellers, against the Purchaser (other than any such claims expressly assumed by the Purchaser) based upon successor liability or any other legal theories.

ARTICLE VII. CLOSING

Section 7.01 Time and Place of Closing.

- (a) Consummation of the purchase and Sale Transaction as contemplated by this Agreement (the “**Closing**”), shall, unless otherwise agreed to in writing by Purchaser and Sellers or directed by the Bankruptcy Court, and subject to the conditions stated in this Agreement, take place at offices of Snow Spence Green LLP, 2929 Allen Parkway, Suite 2800, Houston, Texas 77019, at 9:00 A.M. local time, on (i) September 9, 2015 (the “**Scheduled Closing Date**”) or (ii) if all conditions in **Article VI** to be satisfied prior to Closing have not yet been satisfied or waived, as soon as thereafter as such conditions have been satisfied or waived, subject to the rights of the Parties under **Article VIII**.
- (b) The date on which the Closing occurs is herein referred to as the “**Closing Date**.”

Section 7.02 Obligations of Sellers at Closing.

At the Closing, upon the terms and subject to the conditions of this Agreement, Sellers shall deliver or cause to be delivered to Purchaser, among other things, the following:

- (a) the Conveyance, in sufficient duplicate originals to allow recording in all appropriate jurisdictions and offices, duly executed by Sellers;
- (b) the Assignment and Bill of Sale, duly executed by Sellers;
- (c) letters-in-lieu of division or transfer orders covering the Properties that are prepared and provided by Sellers to reflect the transactions contemplated hereby, duly executed by Sellers; and
- (d) executed statements described in Treasury Regulation §1.1445-2(b)(2) certifying that each Seller is not a foreign person within the meaning of the Code and the Treasury Regulations promulgated thereunder.

Section 7.03 Obligations of Purchaser at Closing.

At the Closing, upon the terms and subject to the conditions of this Agreement, Purchaser shall deliver or cause to be delivered to Sellers, among other things, the following:

- (a) written confirmation of cancellation of the indebtedness constituting all or a portion of the Purchase Price;
- (b) the Conveyance, duly executed by Purchaser;
- (c) the Assignment and Bill of Sale, duly executed by Purchaser;
- (d) letters-in-lieu of division or transfer orders covering the Properties duly executed by Purchaser; and
- (e) payment of all undisputed Cure Costs and the Cash Component as set forth in Section 2.3.

**ARTICLE VIII.
TERMINATION**

Section 8.01 Termination.

Subject to **Section 8.02**, this Agreement shall be terminated: (i) at any time prior to Closing by the mutual written consent of Sellers and Purchaser; (ii) by Sellers or Purchaser if Closing has not occurred on or before September 9, 2015 (the “**Termination Date**”) provided that the failure to Close is not due to any breach by the Party attempting to terminate this Agreement of any of its representations, warranties, covenants or other obligations contained in this Agreement; (iii) by Purchaser if any condition set forth in **Section 6.02** has not been satisfied or waived by the Scheduled Closing Date; (iv) by Sellers if any condition set forth in

Section 6.01 has not been satisfied or waived by the Scheduled Closing Date; (v) by Sellers or Purchaser if, pursuant to the Approved Bid Procedures, Sellers accept and close on a competing bid for the purchase of all or a part of the Properties; (vi) by Sellers or Purchaser if the Sale Order is not entered by the Bankruptcy Court by August 28, 2015; (vii) by Purchaser if any of the Sellers' chapter 11 cases are dismissed or converted to chapter 7; (viii) by Purchaser if a chapter 11 trustee or examiner with expanded powers or other person with expanded powers is appointed in any of Sellers' chapter 11 cases; or (ix) by Purchaser if the Bankruptcy Court grants relief from the automatic stay to permit foreclosure or the exercise of other remedies on the Properties; provided, however, that termination under this **Section 8.01** shall not be effective until the Party electing to terminate has delivered written notice to the other Party of its election to so terminate.

Section 8.02 Effect of Termination.

If this Agreement is terminated pursuant to **Section 8.01**, except as set forth in this **Section 8.02**, this Agreement shall become void and of no further force or effect (except for the provisions of **Sections 10.02, 10.04, 10.06, 10.07, 10.08, 10.09, 10.10, 10.11, 10.12, 10.13, 10.14, 10.15, 10.16, 10.17, 10.18 and 10.19**).

**ARTICLE IX.
POST-CLOSING OBLIGATIONS;
DISCLAIMERS AND WAIVERS**

Section 9.01 Recording.

As soon as practicable after Closing, Purchaser shall record the Conveyance and the Assignment and Bill of Sale in the appropriate counties as well as the appropriate Governmental Authorities and provide Sellers with copies of all recorded or approved instruments.

Section 9.02 Assumption of Contracts.

The sale of the Properties is and will be made subject to the Contracts and any applicable governmental rules and regulations related to the ownership and operation of the Properties and to which the Properties are presently subject. Purchaser shall assume and be responsible for the Cure Costs and all obligations accruing under the Contracts arising prior to, on or after the Effective Time.

**ARTICLE X.
MISCELLANEOUS**

Section 10.01 Counterparts.

This Agreement may be executed in counterparts, each of which shall be deemed an original instrument, but all such counterparts together shall constitute but one agreement. Delivery of an executed counterpart signature page by facsimile or electronic transmittal (e.g., in PDF format) is as effective as executing and delivering this Agreement in the presence of other Parties to this Agreement.

Section 10.02 Notice.

Any notice provided or permitted to be given under this Agreement shall be in writing, and may be served by personal delivery, by registered or certified U.S. mail, addressed to the Party to be notified, postage prepaid, return receipt requested, by facsimile, or by overnight air courier sent, in each case, to the appropriate address or number as follows:

If to Sellers:

WBH Energy
4407 Bee Caves Road, Suite 421
Austin, Texas 78746
Attention: Joe Warnock

with a copy to:

Willkie Farr & Gallagher LLP
600 Travis Street, Suite 2310
Houston, Texas 77002
Attention: Michael De Voe Piazza
Facsimile: (713) 510-1799
E-mail: mpiazza@willkie.com

and to:

Bracewell & Giuliani LLP
711 Louisiana Street
Suite 2300
Houston, Texas 77002-2770
Attention: William A. Wood III
Facsimile: (713) 221-2124
E-mail: trey.wood@bgllp.com

If to Purchaser:

CL III Funding Holding Company, LLC
4600 Wells Fargo Center
90 South 7th Street
Minneapolis, MN 55402
Attention: Luke Beltnick
Telephone: 612-851-3019
Facsimile: 612-851-3001
Email: luke.beltnick@castlelake.com

with a copy to:

Snow Spence Green LLP
2929 Allen Parkway, Suite 2800
Houston, TX 77019
Attn: Phil F. Snow
Facsimile: 713-335-4902
Email: philsnow@snowspencelaw.com

Either Party may change its address for notice by notice to the other in the manner set forth above. All such notices and communications shall be deemed to have been received: if personally delivered, at the time delivered by hand; if mailed, three (3) Business Days after being deposited in the mail; if faxed, upon confirmation of receipt if the confirmation is between 9:00 a.m. and 5:00 p.m. local time of the recipient on a Business Day, otherwise on the first Business Day following confirmation of receipt, and, if sent by overnight air courier, on the next Business Day after timely delivery to the courier.

Section 10.03 Sales or Use Tax Recording Fees and Similar Taxes and Fees.

Purchaser shall bear and pay any sales, use, excise, real property transfer, gross receipts, goods and services, registration, capital, documentary, stamp or transfer Taxes, recording fees and similar Taxes and fees incurred and imposed upon, or with respect to, the property transfers or other transactions contemplated hereby. If such transfers or transactions are exempt from any such Taxes or fees upon the filing of an appropriate certificate or other evidence of exemption, Sellers will timely furnish to Purchaser such certificate or evidence.

Section 10.04 Expenses.

Except as provided in **Section 10.03**, all expenses incurred by Sellers in connection with or related to the authorization, preparation or execution of this Agreement, the Conveyance and Assignment and Bill of Sale delivered hereunder and the Exhibits and Schedules hereto and thereto, and all other matters related to the Closing, including all fees and expenses of counsel, accountants and financial advisers employed by Sellers, shall be borne by Sellers, and all such expenses incurred by Purchaser shall be borne by Purchaser; provided however, this provision shall not affect Purchaser's right to reimbursement under any applicable Bankruptcy Court Order or agreement of the Parties.

Section 10.05 Replacement of Bonds, Letters of Credit and Guarantees.

To the extent transferable, the bonds, letters of credit and guarantees, if any, posted by Sellers with Governmental Authorities or other parties and relating to the Properties are to be transferred to Purchaser. To the extent that such bonds, letters of credit and guarantees are not transferable, on, before or after Closing, Purchaser shall obtain, or cause to be obtained in the name of Purchaser, replacements for such bonds, letters of credit and guarantees to consummate the transactions contemplated by this Agreement. Purchaser may also provide evidence that such replacements are not necessary as a result of existing bonds, letters of credit or guarantees that

Purchaser has previously posted as long as such existing bonds, letters of credit or guarantees are adequate to secure the release of those posted by Sellers.

Section 10.06 GOVERNING LAW AND VENUE.

THIS AGREEMENT AND THE LEGAL RELATIONS AMONG THE PARTIES SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS WITHOUT REGARD TO PRINCIPLES OF CONFLICTS OF LAW THAT WOULD DIRECT THE APPLICATION OF THE LAW OF ANOTHER JURISDICTION. THE AGREED-UPON MANDATORY VENUE FOR ANY ACTION BROUGHT UNDER THIS AGREEMENT SHALL BE THE UNITED STATES FEDERAL COURT FOR THE WESTERN DISTRICT OF TEXAS, AUSTIN DIVISION.

Section 10.07 JURISDICTION; WAIVER OF JURY TRIAL.

EACH PARTY CONSENTS TO PERSONAL JURISDICTION IN ANY ACTION BROUGHT IN THE UNITED STATES FEDERAL COURT FOR THE WESTERN DISTRICT OF TEXAS, AUSTIN DIVISION, WITH RESPECT TO ANY DISPUTE, CLAIM OR CONTROVERSY ARISING OUT OF OR IN RELATION TO OR IN CONNECTION WITH THIS AGREEMENT, AND EACH OF THE PARTIES AGREES THAT ANY ACTION INSTITUTED BY IT AGAINST THE OTHER WITH RESPECT TO ANY SUCH DISPUTE, CONTROVERSY OR CLAIM WILL BE INSTITUTED EXCLUSIVELY IN THE UNITED STATES FEDERAL COURT FOR THE WESTERN DISTRICT OF TEXAS, AUSTIN DIVISION. THE PARTIES HEREBY WAIVE TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM BROUGHT BY ANY PARTY AGAINST ANOTHER IN ANY MATTER WHATSOEVER ARISING OUT OF OR IN RELATION TO OR IN CONNECTION WITH THIS AGREEMENT.

Section 10.08 Captions.

The captions in this Agreement are for convenience only and shall not be considered a part of or affect the construction or interpretation of any provision of this Agreement.

Section 10.09 Waivers.

Any failure by any Party or Parties to comply with any of its or their obligations, agreements or conditions herein contained may be waived in writing, but not in any other manner, by the Party or Parties to whom such compliance is owed. No waiver of, or consent to a change in, any of the provisions of this Agreement shall be deemed or shall constitute a waiver of, or consent to a change in, other provisions hereof (whether or not similar), nor shall such waiver constitute a continuing waiver unless otherwise expressly provided.

Section 10.10 Assignment.

No Party shall assign all or any part of this Agreement, nor shall any Party assign or delegate any of its rights or duties hereunder, without the prior written consent of the other Party and any assignment or delegation made without such consent shall be void.

Section 10.11 Entire Agreement.

This Agreement and the documents to be executed hereunder and the Exhibits and Schedules attached hereto, constitute the entire agreement between the Parties pertaining to the subject matter hereof, and supersede all prior agreements, understandings, negotiations and discussions, whether oral or written, of the Parties pertaining to the subject matter hereof.

Section 10.12 Amendment.

- (a) This Agreement may be amended or modified only by an agreement in writing executed by Sellers, on the one hand, and the Purchaser, on the other hand, subject to approval by the Bankruptcy Court, as applicable.
- (b) No waiver of any right under this Agreement shall be binding unless executed in writing by the Party to be bound thereby.

Section 10.13 No Third-Party Beneficiaries.

Nothing in this Agreement shall entitle any Person other than Purchaser and Sellers to any claims, cause of action, remedy or right of any kind.

Section 10.14 Invalid Provisions.

If any provision of this Agreement is held to be illegal, invalid or unenforceable under present or future Laws effective during the term hereof, such provision shall be fully severable; this Agreement shall be construed and enforced as if such illegal, invalid or unenforceable provision had never comprised a part hereof; and the remaining provisions of this Agreement shall remain in full force and effect and shall not be effected by the illegal, invalid or unenforceable provision or by its severance from this Agreement.

Section 10.15 References.

In this Agreement:

- (a) References to any gender includes a reference to all other genders;
- (b) References to the singular includes the plural, and vice versa;
- (c) Reference to any Article or Section means an Article or Section of this Agreement;
- (d) Reference to any Exhibit or Schedule means an Exhibit or Schedule to this Agreement, all of which are incorporated into and made a part of this Agreement;
- (e) Unless expressly provided to the contrary, “hereunder,” “hereof,” “herein” and words of similar import are references to this Agreement as a whole and not any particular Section or other provision of this Agreement;

- (f) “Include” and “including” shall mean include or including without limiting the generality of the description preceding such term;
- (g) If a term is defined as one part of speech (such as a noun), it shall have a corresponding meaning when used as another part of speech (such as a verb). Terms defined in the singular have the corresponding meanings in the plural, and vice versa. Unless the context of this Agreement clearly requires otherwise, words importing the masculine gender shall include the feminine and neutral genders and vice versa;
- (h) The term “cost” includes expense and the term “expense” includes cost. All references to “dollars” or “\$” shall be deemed references to United States dollars;
- (i) The words “shall” and “will” are used interchangeably and have the same meaning. The word “or” will have the inclusive meaning represented by the phrase “and/or” unless the context requires otherwise;
- (j) The captions in this Agreement are for convenience only and shall not be considered a part of or affect the construction or interpretation of any provision of this Agreement;
- (k) Any event hereunder requiring the payment of cash or cash equivalents and any action to be taken hereunder on a day that is not a Business Day shall be deferred until the first Business Day occurring after such day;
- (l) Each Exhibit and Schedule to this Agreement is a part of this Agreement, but if there is any conflict or inconsistency between the main body of this Agreement and any Exhibit or Schedule, the provisions of the main body of this Agreement shall prevail; and
- (m) Time periods within or following which any payment is to be made or an act is to be done shall be calculated by excluding the day on which the time period commences and including the day on which the time period ends and by extending the period to the next Business Day following if the last day of the time period is not a Business Day.

Section 10.16 Construction.

Sellers and Purchaser have had substantial input into the drafting and preparation of this Agreement and have had the opportunity to exercise business discretion in relation to the negotiation of the details of the transaction contemplated hereby. This Agreement is the result of arm’s-length negotiations from equal bargaining positions.

Section 10.17 Limitation on Damages.

NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, NEITHER PURCHASER, SELLERS NOR ANY OF THEIR RESPECTIVE AFFILIATES SHALL BE ENTITLED TO EITHER PUNITIVE, SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES IN CONNECTION WITH THIS AGREEMENT AND THE TRANSACTIONS CONTEMPLATED HEREBY AND PURCHASER AND EACH SELLER, FOR THEMSELVES AND ON BEHALF OF THEIR AFFILIATES, HEREBY EXPRESSLY WAIVES ANY RIGHT TO PUNITIVE, SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES OR LOSS OF PROFITS IN CONNECTION WITH THIS AGREEMENT AND THE TRANSACTIONS CONTEMPLATED HEREBY, EXCEPT TO THE EXTENT SELLERS OR PURCHASER IS REQUIRED TO PAY PUNITIVE, SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES TO A THIRD PARTY.

Section 10.18 Binding Effect.

This Agreement shall be binding upon, and shall inure to the benefit of, the Parties hereto, and their respective successors and assigns, subject only to approval of the Bankruptcy Court.

Section 10.19 No Rescission.

No breach of this Agreement by any Party will entitle any other Party to the right or remedy of rescission.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, this Agreement has been signed by each of the Parties hereto on the date first above written.

SELLERS

WBH ENERGY, LP

BY: WBH ENERGY GP, LLC
ITS: GENERAL PARTNER

By: _____
Name: _____
Title: _____

WBH ENERGY PARTNERS LLC

By: _____
Name: _____
Title: _____

PURCHASER

CL III FUNDING HOLDING COMPANY, LLC

By: _____
Name: _____
Title: _____

Signature Page to Purchase and Sale Agreement

APPENDICES, EXHIBITS AND SCHEDULES

Appendix I	Definitions
Exhibit A	Leases
Exhibit A-1	Wells and Personal Property
Exhibit A-2	Units
Exhibit B	Intentionally Omitted
Exhibit C	Conveyance
Exhibit D	Assignment and Bill of Sale
Schedule 1.02(d)	Contracts
Schedule 3.02	Consents
Schedule 5.04(a)	Estimate of Taxes

APPENDIX I

Definitions

“Affiliate” shall mean, as to any Person, any other Person directly or indirectly, controlling, or under common control with, such Person, and includes any “affiliate” of such Person within the meaning of Rule 12b-2 promulgated by the Securities and Exchange Commission pursuant to the Securities Exchange Act of 1934, with “control,” as used in this definition, meaning possession, directly or indirectly, of the power to direct or cause the direction of management, policies or action through ownership of voting securities, contract, voting trust, or membership in management or in the group appointing or electing management or otherwise through formal or informal arrangements or business relationships; provided, however, that in no event shall Purchaser be deemed an Affiliate of any of the Sellers.

“Agreement” has the meaning set forth in the preamble.

“Approved Bid Procedures” mean the bid procedures approved by the Bankruptcy Court in connection with the Sale Motion.

“Assignment and Bill of Sale” has the meaning set forth in **Section 3.01**.

“Avoidance Actions” means any and all actions which a trustee, Debtor-in-possession or other appropriate party in interest may assert on behalf of the Estate under applicable state statute or Chapter 5 of the Bankruptcy Code, including actions under one or more provisions of sections 542, 543, 544, 545, 546, 547, 548, 549, 550, 551, and 553.

“Bankruptcy Case” has the meaning set forth in the Recitals.

“Bankruptcy Code” has the meaning set forth in the Recitals.

“Bankruptcy Court” has the meaning set forth in the Recitals.

“Bid Procedures Order” means the Bankruptcy Court’s Order Approving Bidding Procedures; Scheduling Bidding Deadline, Auction Date, and Sale Hearing Date; Approving Form and Notice Thereof at Docket No. 361.

“Business Day” means each calendar day except Saturdays, Sundays, and any other day on which commercial banks in Texas are authorized or required by Law to close.

“Cash Component” has the meaning set forth in **Section 2.03**.

“CL III” has the meaning set forth in the preamble.

“Closing” has the meaning set forth in **Section 7.01(a)**.

“Closing Date” has the meaning set forth in **Section 7.01(b)**.

“**Contracts**” has the meaning set forth in **Section 1.02(d)**.

“**Control Person**” has the meaning set forth in **Section 1.06(b)**.

“**Conveyance**” has the meaning set forth in **Section 3.01**.

“**Cure Costs**” has the meaning set forth in **Section 5.07**.

“**Debtor Party**” and “**Debtor Parties**” have the meanings set forth in **Section 1.06(b)**.

“**DIP Credit Agreement**” shall mean that certain Senior Secured, Superpriority Debtor-in-Possession Credit Agreement by and among WBH Energy, LP, WBH Energy Partners LLC and WBH Energy GP, LLC, as the borrowers, and CL III Funding Holding Company, LLC as the lender, dated as of June 5, 2015.

“**DIP Loan**” shall mean the \$5,000,000.00 superpriority debtor-in-possession loan made by the Lender to or for the benefit of any or all of the Sellers pursuant to the DIP Loan Documents.

“**DIP Loan Documents**” has the meaning set forth in the DIP Credit Agreement.

“**DIP Obligations**” has the meaning set forth in the DIP Credit Agreement.

“**Effective Time**” has the meaning set forth in **Section 1.05(a)**.

“**Equipment**” has the meaning assigned to that term in the UCC and includes all surface or subsurface machinery, goods, equipment fixtures, facilities, supplies or other personal or moveable property of whatsoever kind or nature (excluding property rented by Sellers or taken to the premises for temporary uses) now owned (in whole or in part) by Sellers which are now located on or under any of the Lands attributable to the Oil and Gas Properties which are used or held for use in connection with the production, gathering, treatment, processing, storage or transportation of Hydrocarbons, including any of the above covered by the Pipeline Construction, Ownership and Operating Agreement, dated effective May 1, 2012, between Montague Transfer Partners, LLC, WBH LP and Strategic Energy Income Fund I, LP (the “**Pipeline Agreement**”) (together with all accessions, additions and attachments to any thereof), including, without limitation, all Wells, casing, tubing, tubular goods, rods, pumping units and engines, Christmas trees, platforms, derricks, separators, compressors, gun barrels, flow lines, water injection lines, tanks, gas systems (for gathering, treating and compression), pipelines (including gathering lines, laterals and trunklines), chemicals, solutions, water systems (for treating, disposal and injection), power plants, poles, lines, transformers, starters and controllers, machine shops, tools, storage yards and equipment stored therein, loading docks, loading racks, shipping facilities, platforms, well equipment, wellhead valves, meters, motors, pumps, tankage, regulators, furniture, automotive equipment, forklifts, storage and handling equipment, together with all additions and accessions thereto, all replacements and all accessories and parts therefor, all manuals, blueprints, documentation and processes, warranties and records in connection therewith including, without limitation, all rights against suppliers, warrantors, manufacturers,

sellers or others in connection therewith, and together with all substitutes for any of the foregoing.

“Excluded Assets” has the meaning set forth in **Section 1.04**.

“Final DIP Order” shall mean the Bankruptcy Court order approving the DIP Loan and the DIP Loan Documents.

“Governmental Authority” shall mean any nation, country, commonwealth, territory, government, state, county, parish, municipality, or other political subdivision and any entity exercising executive, legislative, judicial, regulatory, or administrative functions of or pertaining to government.

“Hydrocarbons” means oil, gas, condensate and other gaseous and liquid hydrocarbons or any combination thereof, including scrubber liquid inventory and ethane, propane, isobutene, nor-butane and gasoline inventories (including tank bottoms), and sulphur and other minerals extracted from or produced from the foregoing hydrocarbons.

“Imbalance” means any over-production, under-production, over-delivery, under-delivery or similar imbalance of Hydrocarbons produced from or allocated to the Properties, regardless of whether such imbalance arises at the platform, wellhead, pipeline, gathering system, transportation system, processing plant or other location.

“Income Tax” means any federal, state, local or non U.S. Tax imposed on or measured by, or by reference to, income (however denominated), receipts, sales, proceeds, profits, gains and similar items or Taxes, franchise Taxes and similar state and local Taxes.

“Junior Pre-Petition Credit Agreement” has the meaning set forth in the definition of “Lender Pre-Petition Loan Documents”.

“Lands” means all lands which are covered by the Leases, or the lands pooled, unitized, communitized or consolidated therewith, together with any easements and other real property rights and interests covered by the Leases, including lands covering pipelines, gathering lines, trunklines, laterals and tanks connected with the lands covered by the Leases, including those lands that are subject to the Pipeline Agreement or that otherwise relate to the Pipeline Assets.

“Laws” means all applicable statutes, rules, regulations, ordinances, orders, and codes of Governmental Authorities.

“Lease” or **“Leases”** means all of the oil and gas leases; oil, gas and mineral leases; subleases and other leaseholds; carried interests; mineral fee interests; overriding royalty interests; reversionary rights; farmout rights; options; convertible interests; net profit interests and other properties and interests (a) described on Exhibit A attached hereto or (b) to which Sellers have any right, title and interest in and to as of the Closing Date, subject to such depth limitations and restrictions set forth on Exhibit A or referenced in the instruments that constitute (or are in the chain of title to) the foregoing properties and interests, and together with all extensions, renewals, replacements, corrections, modifications, elections or amendments to any

of them.

“Lease Interests” means all of Sellers’ rights, titles, interests and estates through the Closing Date in and to the Leases, including all working interests, overriding royalty interests, net profits interests, carried interests, reversionary interests, production payment or similar rights or interests in the Leases.

“Lender” has the meaning set forth in the definition of Lender Pre-Petition Loan Documents.

“Lender Pre-Petition Loan Documents” means, collectively, (i) the Loan Agreement, dated October 17, 2013, between WBH Partners, WBH LP and WBH GP, as Borrowers, and Green Bank, N.A., as Lender (the **“Lender”**), as amended by the Amended and Restated Loan Agreement (as amended, supplemented, and modified, the **“Senior Pre-Petition Loan Agreement”**), dated December 19, 2013, between WBH Partners, WBH LP and WBH GP, as Borrowers, and Green Bank, N.A., as Lender, and the following documents executed and provided in connection therewith: (a) Revolving Note, dated October 17, 2013, in the original principal amount of \$15,000,000; (b) Security Agreement, dated as of October 17, 2013, between WBH Partners, as debtor, and Green Bank, as secured party; (c) Security Agreement, dated as of October 17, 2013, between WBH LP, as debtor, and Green Bank, as secured party; (d) Security Agreement, dated as of October 17, 2013, between WBH GP, as debtor, and Green Bank, as secured party; (e) UCC Financing Statement filed on October 17, 2013 with the Texas Secretary of State, Initial Filing No. 13-0033097258; and (f) Amended, Restated and Supplemented Deed of Trust, Mortgage, Security Agreement, Assignment of Production and Financing Statement, dated as of December 19, 2013, from WBH LP to Geoffrey D. Greenwade, as Trustee for the benefit of Green Bank, N.A. as recorded in the Official Public Records of Cooke County, Texas at Doc. No. 2013-43724, Vol. 1910, Pg. 526, filed on December 26, 2013 and the Official Public Records of Montague County, Texas at Inst. No. 1313777, Vol. 728, Pg. 478, filed on December 26, 2013; and (ii) the Credit Agreement (as amended, supplemented, and modified, the **“Junior Pre-Petition Credit Agreement”**), dated December 19, 2013, between WBH LP, as Borrower, and Lender, as amended by First Amendment to Credit Agreement entered into as of December 31, 2013, between WBH LP, as Borrower and Lender, as further amended by the Second Amendment to Credit Agreement, dated as of April 21, 2014, between WBH LP, as Borrower and Lender, and the following documents executed and provided in connection therewith: (a) Advancing Term Note, dated December 19, 2013, in the original principal amount of \$31,500,000; (b) Security Agreement, dated as of December 19, 2013, between WBH Partners, as debtor, and Lender, as secured party; (c) Security Agreement, dated as of December 19, 2013, between WBH LP, as debtor, and Lender, as secured party; (d) Security Agreement, dated as of December 19, 2013, between WBH GP, as debtor, and Lender, as secured party; (e) UCC Financing Statement filed on December 31, 2013 with the Texas Secretary of State, Initial Filing No. 13-0040383274; (f) UCC Financing Statement filed on January 3, 2014 with the Texas Secretary of State, Initial Filing No. 14-0000880536; (g) UCC Financing Statement filed on January 2, 2014 with the Texas Secretary of State, Initial Filing No. 14-0000061901; and (h) Deed of Trust, Mortgage, Security Agreement, Assignment of Production and Financing Statement, dated as of December 19, 2013, from WBH LP to Holly C. Hamm, as Trustee for the benefit of Lender as recorded in the Official Public Records of Cooke County, Texas at Doc. No.

2013-43731, Vol. 1910, Pg. 622, filed on December 26, 2013 and the Official Public Records of Montague County, Texas at Inst. No. 1313778, Vol. 728, Pg. 554, filed on December 26, 2013.

“Lender Pre-Petition Loans” means, collectively, (i) as of January 4, 2015, the amount of \$5,547,306.28 outstanding pursuant to the terms of the Senior Pre-Petition Loan Agreement, and (ii) as of January 4, 2015, the amount of \$28,901,217.37 outstanding under the Junior Pre-Petition Credit Agreement. On December 10, 2014, Green Bank, N.A. sold, transferred, assigned, granted, and conveyed to Lender the Senior Pre-Petition Loan Agreement and all indebtedness and obligations owing to Green Bank, N.A., along with all rights, benefits, remedies and privileges of Green Bank, N.A.

“Lewis-Stuart Completion Operations” means the completion operations to be performed with respect to the Lewis-Stuart Completion Operation Wells pursuant to Approved Lewis-Stuart Completion AFEs.

“Lewis-Stuart Completion Operation Wells” means the Lewis-Stuart B-1H Well, Lewis-Stuart B-2H Well, Lewis-Stuart E-1H Well, Lewis-Stuart E-2H Well, Lewis-Stuart F-3H Well and Lewis-Stuart F-4H Well.

“Lien” shall mean any interest in Property securing an obligation owed to, or a claim by, a Person other than the owner of such Property, whether such interest is based on common law, statute, or contract, and including, but not limited to, the lien or security interest arising from a mortgage, ship mortgage, encumbrance, pledge, security agreement, conditional sale or trust receipt, or a lease, consignment, or bailment for security purposes (other than true leases or true consignments), liens of mechanics, materialmen, and artisans, maritime liens and reservations, exceptions, encroachments, easements, rights of way, covenants, conditions, restrictions, leases, and other title exceptions and encumbrances affecting Property which secure an obligation owed to, or a claim by, a Person other than the owner of such Property (for the purpose of this Agreement, each of the Sellers shall be deemed to be the owner of any Property which it has acquired or holds subject to a conditional sale agreement, financing lease, or other arrangement pursuant to which title to the Property has been retained by or vested in some other Person for security purposes).

“Oil and Gas Properties” has the meaning set forth in **Section 1.02**.

“Oil and Gas Properties Credit Bid” has the meaning set forth in **Section 2.01**.

“Party” and **“Parties”** have the meanings set forth in the preamble.

“Person” means any individual, firm, corporation, partnership, limited liability company, joint venture, association, trust, unincorporated organization, government or agency or subdivision thereof or any other entity.

“Personal Property” has the meaning set forth in **Section 1.03**.

“Personal Property Credit Bid” has the meaning set forth in **Section 2.02**.

“Pipeline Agreement” has the meaning set forth in the definition of **“Equipment”**.

“Pipeline Assets” mean all of Sellers’ rights, title and interest in and to the pipelines and gathering systems described in Schedules A and B of Sellers’ Bankruptcy Schedules, including all contract rights, including but not limited to under the Pipeline Agreement.

“Pre-Petition Liens” shall mean any Lien securing claims (i) listed on Schedule D of the Schedules of Assets and Liabilities filed by the Sellers in the Bankruptcy Court; (ii) for which a proof of claim was timely filed asserting a secured claim against Sellers; or (iii) for which an affidavit of lien was filed in the real property records of the county in which Sellers’ properties are located.

“Projected Reserve Value” means, determined as of a contemplated date of a foreclosure sale of the Oil and Gas Properties, the net cash flow discounted to net present value by ten percent (10%) of estimated oil and gas production computed by a petroleum engineering firm in accordance with the Society of Petroleum Engineers and SEC standing taking into account (i) direct taxes, lease operating expenses, capital expenditures, abandonment costs (all of which shall take into account Sellers or the current operator’s actual expenses with respect to such costs), and (ii) the following pricing assumptions:

(a) for all natural gas to be sold by Sellers, the purchase price will be based on the NYMEX Natural Gas forward price curve as of the applicable evaluation date, using price escalators or de-escalators existing in the market for the remaining life of the Properties.

(b) for crude oil to be sold by Sellers, the purchase price will be based on the NYMEX Crude Oil forward price curve as of the applicable evaluation date, using price escalators or de-escalators existing in the market for the remaining life of the Properties.

(c) all Hydrocarbon pricing assumptions will be further adjusted (A) by appropriate quality, transportation and location differentials, and (B) to account for the historical basis differentials for each month during the preceding 12-month period calculated by comparing realized natural gas and crude oil prices to the average monthly benchmark spot prices (as quoted in Bloomberg) for natural gas and crude oil, provided that the benchmark prices set forth in this clause (c)(B) shall be based on the Henry Hub Natural Gas Spot Price (Bloomberg ticker: NGUSHHUB Index) and Bloomberg West Texas Intermediate Cushing Crude Oil Spot Price (Bloomberg ticker: USCRWTIC Index).

“Property” or **“Properties”** means (i) all real property of any kind or character owned by Sellers, including the Oil and Gas Properties, and (ii) all Personal Property of Sellers. For purposes of this Agreement, Sellers will be deemed to be the owners of any Property which they have acquired or hold subject to a conditional sale agreement, or lease under a financing lease or other arrangement pursuant to which title to the Property has been retained by or vested in some other Person in a transaction intended to create a financing.

“Property Costs” has the meaning set forth in **Section 1.05(c)**.

“Purchase Price” has the meaning set forth in **Section 2.03**.

“Purchaser” has the meaning set forth in the preamble.

“Records” has the meaning set forth in **Section 1.03(c)**.

“Retention Period” has the meaning set forth in **Section 1.06(b)**

“Sale Motion” means a motion providing for, among other things, the approval of bid procedures with respect to the Sale Transaction and the credit bid by Purchaser with respect to the DIP Loan and the Lender Pre-Petition Loans, as set forth in this Agreement.

“Sale Transaction” means a sale of all or substantially all of the Sellers’ assets pursuant to a stalking horse credit bid made by Purchaser, subject to higher and better offers, or any other sale of all or substantially all of the Sellers’ assets reasonably acceptable to the Purchaser so long as such sale was conducted in compliance with the Approved Bid Procedures.

“Sale Order” means an order of the Bankruptcy Court, acceptable to Sellers and Purchaser, entered pursuant to Sections 105, 363, and 365 of the Bankruptcy Code (i) approving this Agreement and the transactions contemplated hereby; (ii) approving the sale and transfer of the Properties to Purchaser free and clear of all Liens, claims and interests, pursuant to Section 363(f) of the Bankruptcy Code to the extent provided for in this Agreement, (iii) approving the assumption and assignment to Purchaser of the assigned Contracts; (iv) finding that Purchaser is a good-faith purchaser entitled to the protections of Section 363(m) of the Bankruptcy Code; (v) finding that due and adequate notice of the Sale Motion and an opportunity to be heard were provided to all Persons entitled thereto, including but not limited to federal, state and local taxing and regulatory authorities; and (vi) providing that the provisions of Federal Rules of Bankruptcy Procedure 6004(h) and 6006(d) are waived and there will no stay of execution of the Sale Order under Rule 62(a) of the Federal Rules of Civil Procedure .

“Scheduled Closing Date” has the meaning set forth in **Section 7.01(a)**.

“Seller” and **“Sellers”** has the meaning set forth in the preamble.

“Senior Pre-Petition Loan Agreement” has the meaning set forth in the definition of **“Lender Pre-Petition Loan Documents”**.

“Senior Prior Lien” means a Pre-petition Lien on Sellers’ interests in the Properties, other than the Lewis-Stuart Completion Wells, the Oil and Gas Properties associated with the Lewis-Stuart Completion Operation Wells and the Personal Property, which is determined by the Bankruptcy Court to be senior in priority to the Liens securing the Lender Pre-Petition Loans under the Lender Pre-Petition Loan Documents.

“Tax Returns” means all reports, returns, statements (including estimated reports, returns, or statements), and other similar filings.

“**Taxes**” means all federal, state, local, and foreign income, profits, franchise, sales, use, ad valorem, property, severance, production, excise, stamp, documentary, real property transfer or gain, gross receipts, goods and services, registration, capital, transfer, or withholding taxes or other governmental fees or charges imposed by any taxing authority, including any interest, penalties or additional amounts which may be imposed with respect thereto.

“**Termination Date**” has the meaning set forth in **Section 8.01**.

“**UCC**” shall mean the Uniform Commercial Code as from time to time in effect in the State of Texas.

“**Units**” has the meaning set forth in **Section 1.02(c)**.

“**WBH LP**” has the meaning set forth in the preamble.

“**WBH GP**” means WBH Energy GP, LLC, a Texas limited liability company.

“**WBH Partners**” has the meaning set forth in the preamble.

“**Well**” means any existing Hydrocarbon well, salt water disposal well, injection well, water supply well or any other well located on the Lands in which either of the Sellers owns an interest, including the Wells shown on Exhibit A-1 attached hereto.

“**Well Interests**” means all of Sellers’ right, title, interest and estates in and to the Wells, including all working interests, overriding royalty interests, net profits interests, carried interests, reversionary interests, production payments or similar rights or interests in the Wells.

EXHIBIT A
LEASES

<u>Lessor</u>	<u>Lessee</u>	<u>Effective Date</u>	<u>Vol.</u>	<u>Pg.</u>	<u>County</u>
Unit A					
TRACT A-20					
James S. Patterson and Frances L. Patterson, Trustees of the Patterson Family Living Trust	Brim Oil & Gas Co.	10/7/2009	499	237	Montague
Earley LaRue Smith Vann	Brim Oil & Gas Co.	10/7/2009	499	239	Montague
Anna Louise Graves and Frank W. Graves, Trustees of the Graves Minerals Trust	Brim Oil & Gas Co.	10/7/2009	499	240	Montague
Jack H. Smith and wife, Charlene Y. Smith	Brim Oil & Gas Co.	10/7/2009	499	241	Montague
Jim Christanelli	Brim Oil & Gas Co.	10/7/2009	499	242	Montague
Reba Pyles	Brim Oil & Gas Co.	10/7/2009	499	243	Montague
Gertrude Smith Watkins	Brim Oil & Gas Co.	10/7/2009	499	244	Montague
Kathee Jo Dwyer	Brim Oil & Gas Co.	10/7/2009	499	245	Montague
Francine Fish Rowe	Brim Oil & Gas Co.	10/12/2009	499	246	Montague
Suzanne Fish Kinnebrew	Brim Oil & Gas Co.	10/23/2009	499	247	Montague
William E. and Linda F. Patterson Living Trust	Brim Oil & Gas Co.	10/7/2009	499	238	Montague
Ollie P. Davidson by POA S.T. McCaskill, Jr.	Brim Oil & Gas Co.	10/7/2009	506	304	Montague
Sharon Cude Larsen, AIF for Mary June Cude aka Mary June Davidson	Brim Oil & Gas Co.	3/2/2011	560	25	Montague
Tommie Sappington for William Michael McGann, Sr. and Marvin W. Davidson	Brim Oil & Gas Co.	5/29/2012	629	49	Montague
Tommie Sappington for Dorothy Elson	WBH Energy Partners, LLC	5/29/2013	694	434	Montague
Tommie Sappington for HP Kirkpatrick	Brim Oil & Gas Co.	8/28/2012	649	349	Montague
TRACT A-21 & A-22					
Jeff Byas	Brim Oil & Gas Co.	11/1/2006	377	268	Montague
Merle C. Wiggs and wife, Patti R. Wiggs	Brim Oil & Gas Co.	11/27/2007	426	341	Montague
Pat Key Wiggs	Brim Oil & Gas Co.	11/9/2007	426	342	Montague
Janet Knous	Brim Oil & Gas Co.	11/6/2007	426	343	Montague
Doris Young	Brim Oil & Gas Co.	11/6/2007	426	344	Montague
Cindy Lehman	Brim Oil & Gas Co.	11/9/2007	426	345	Montague
Michael H. Wiggs	Brim Oil & Gas Co.	11/6/2007	426	346	Montague
Patricia Pinkston	Brim Oil & Gas Co.	11/6/2007	426	347	Montague
Kenneth Byas	Brim Oil & Gas Co.	1/13/2009	469	876	Montague
Jerry Byas	Brim Oil & Gas Co.	1/13/2009	469	877	Montague
Donald G. Byas	Brim Oil & Gas Co.	1/13/2009	469	878	Montague
Jack L. Byas	Brim Oil & Gas Co.	1/13/2009	469	879	Montague
Kathy Byas Adams	Brim Oil & Gas Co.	1/13/2009	478	249	Montague

Exhibit A

Betty Dye Lyell	Brim Oil & Gas Co.	3/17/2010	560	38	Montague
Wanda F. Clark	Brim Oil & Gas Co.	2/2/2012	610	683	Montague
Lena Lorena True Shockley	Brim Oil & Gas Co.	2/21/2012	612	865	Montague
Billie Williams	Brim Oil & Gas Co.	2/21/2012	612	866	Montague
Patricia A. Sculley	Brim Oil & Gas Co.	2/21/2012	612	867	Montague
Joe Wayne Allgood	Brim Oil & Gas Co.	2/13/2012	612	868	Montague
Donna Jo Arthur Perkins	Brim Oil & Gas Co.	2/21/2012	612	869	Montague
Bobbie G. Hollingsworth	Brim Oil & Gas Co.	2/21/2012	613	366	Montague
Homer Merle Bell	Brim Oil & Gas Co.	2/24/2012	613	367	Montague
Harold Shockley	Brim Oil & Gas Co.	2/24/2012	614	507	Montague
Iris Yvonne Vaughn	Brim Oil & Gas Co.	2/21/2012	614	508	Montague
Nell Shockley	Brim Oil & Gas Co.	2/24/2012	614	509	Montague
Hope Shockley	Brim Oil & Gas Co.	2/24/2012	617	368	Montague
Harold E. Richter	Brim Oil & Gas Co.	2/24/2012	617	369	Montague
Edith Sutton	Brim Oil & Gas Co.	2/24/2012	617	370	Montague
Wayne Bell	Brim Oil & Gas Co.	2/24/2012	617	371	Montague
Karen Michelle Johnson	Brim Oil & Gas Co.	2/24/2012	617	372	Montague
Richard Byas	Brim Oil & Gas Co.	3/28/2012	618	495	Montague
Marie McCollum Trust, et al, and Wells Fargo Bank, Co-Trustee	Brim Oil & Gas Co.	3/15/2012	624	26	Montague
Marie McCollum Trust, et al, and Wells Fargo Bank, Co-Trustee	Brim Oil & Gas Co.	3/15/2012	624	28	Montague
Tommie Sappington for David Michael Little, Zonna Sue Byas Kingsley, and Nancy Jean Little	Brim Oil & Gas Co.	5/29/2012	629	45	Montague
William Jacob Van Wyk, III	Brim Oil & Gas Co.	9/11/2012	656	781	Montague
Basin Oil and Gas, LLC	Brim Oil & Gas Co.	9/11/2012	656	783	Montague
Desert Partners, IV, LP	Brim Oil & Gas Co.	9/11/2012	656	787	Montague
Nita Bell aka Nita Shannon	Brim Oil & Gas Co.	10/26/2012	658	310	Montague
C.B. Christie, Jr.	WBH Energy Partners, LLC	3/19/2013	688	268	Montague

TRACT A-23

Ian M. Ingersol	Brim Oil & Gas Co.	1/23/2009	472	210	Montague
Jeff Levine	Brim Oil & Gas Co.	3/17/2009	478	250	Montague
Julee Levine Grodin	Brim Oil & Gas Co.	3/17/2009	478	251	Montague
Steveco Trust	Brim Oil & Gas Co.	1/20/2012	615	199	Montague
Deer Creek II, LLC	Brim Oil & Gas Co.	1/20/2012	615	209	Montague
Milam Sons' Minerals, LLC	Brim Oil & Gas Co.	1/20/2012	615	213	Montague
Philip H. Viles, Jr.	Brim Oil & Gas Co.	1/20/2012	615	217	Montague
Creed Leasing Co.	Brim Oil & Gas Co.	5/7/2012	626	560	Montague
Tommie Sappington for Louis D. Smith	Brim Oil & Gas Co.	5/29/2012	629	47	Montague
Marsha Carol Levine, Indiv. And as Indep. Exec. Of the Estate of Ronald Noel Levine and as Trustee of the Ronald N. Levine Trust	Brim Oil & Gas Co.	6/5/2012	634	580	Montague
Tommie Sappington for R.J. Company, Inc.	Brim Oil & Gas Co.	8/28/2012	649	353	Montague

TRACT A-24 & A-25

Exhibit A

110

Mary J. Mindel	Brim Oil & Gas Co.	9/7/2006	370	286	Montague
Arthur N. Williams	Brim Oil & Gas Co.	1/9/2007	383	145	Montague
Patricia Dunlap	Brim Oil & Gas Co.	1/9/2007	388	426	Montague
Raymond Dunlap	Brim Oil & Gas Co.	1/9/2007	388	427	Montague
Jeanne Hale	Brim Oil & Gas Co.	12/20/2007	426	340	Montague
Nancy Denman	Brim Oil & Gas Co.	4/15/2012	622	296	Montague
Lara Evangeline Flynn	Brim Oil & Gas Co.	4/15/2012	622	297	Montague
Heather Anne True	Brim Oil & Gas Co.	4/15/2012	628	614	Montague

TRACT A-27

T.J. Barnett, and wife, Ruth Barnett	E.E. Scannell	11/1/1943	257	572	Montague
--------------------------------------	---------------	-----------	-----	-----	----------

TRACT A-28

Graham Hanks Young	Brim Oil & Gas Co.	8/25/2006	367	874	Montague
Stephen Ray Walker	Brim Oil & Gas Co.	8/25/2006	367	875	Montague
Roger C. Hanks	Brim Oil & Gas Co.	8/25/2006	367	876	Montague
Adrian Walker	Brim Oil & Gas Co.	8/25/2006	369	632	Montague
Michael Skyberg	Brim Oil & Gas Co.	7/30/2008	454	1	Montague
Maureen Kozelski, Ind. Exec. For the Estate of Clarence A. Kozelski, dec'd	Brim Oil & Gas Co.	8/6/2008	459	623	Montague
Raymond Savage	Brim Oil & Gas Co.	10/15/2008	465	47	Montague
Mary M. Altazan	Brim Oil & Gas Co.	10/15/2008	465	48	Montague
John D. Wayne Savage	Brim Oil & Gas Co.	10/15/2008	465	49	Montague
Clifford Dale Savage	Brim Oil & Gas Co.	10/15/2008	465	50	Montague
Hazel Kleimeyer	Brim Oil & Gas Co.	10/15/2008	465	51	Montague
Sharon Morgan	Brim Oil & Gas Co.	11/7/2008	465	52	Montague
Lavada Savage	Brim Oil & Gas Co.	10/15/2008	465	53	Montague
Paul Edward Savage	Brim Oil & Gas Co.	10/15/2008	465	54	Montague
Norma Jean Covell	Brim Oil & Gas Co.	11/14/2008	465	55	Montague
Claudine L. Choate	Brim Oil & Gas Co.	11/14/2008	465	56	Montague
Esther Maddox	Brim Oil & Gas Co.	11/13/2008	465	564	Montague
Dona Seay	Brim Oil & Gas Co.	11/14/2008	465	565	Montague
Gina Smith	Brim Oil & Gas Co.	11/14/2008	465	566	Montague
Joe Wilburn Summers	Brim Oil & Gas Co.	11/21/2008	465	567	Montague
Kathleen Summers Brown	Brim Oil & Gas Co.	11/21/2008	465	568	Montague
Robert Marshall Summers	Brim Oil & Gas Co.	11/21/2008	465	819	Montague
Kelley Mallon	Brim Oil & Gas Co.	11/19/2008	465	821	Montague
Jan Bloyd	Brim Oil & Gas Co.	11/14/2008	466	873	Montague
Jimmie Curtis Savage	Brim Oil & Gas Co.	10/15/2008	466	874	Montague
Joseph Rush Roberts	Brim Oil & Gas Co.	12/9/2008	466	875	Montague
Stephanie Johnson	Brim Oil & Gas Co.	12/17/2008	467	503	Montague
Penney Shipley	Brim Oil & Gas Co.	12/19/2008	469	83	Montague
Sanford P. Fagadau	Brim Oil & Gas Co.	10/20/2008	469	881	Montague

Exhibit A

Judith Bogan	Brim Oil & Gas Co.	1/27/2009	472	211	Montague
Max McClellan	Brim Oil & Gas Co.	2/2/2009	480	661	Montague
Mary K. Precise aka Mary Precise Stein	EOG Resources, Inc.	11/12/2009	505	619	Montague
Ken Precise	EOG Resources, Inc.	11/12/2009	505	623	Montague
Michael Lee Dillon, Indiv. And as Ind. Exec. Of Estate of Frances Dillon Savage Dec'd	Brim Oil & Gas Co.	3/19/2012	619	504	Montague
Sherri Jalufka Troup	Brim Oil & Gas Co.	4/2/2012	622	293	Montague
Jeanette Jalufka Janke	Brim Oil & Gas Co.	4/2/2012	622	294	Montague
Lindsey Hanks	Brim Oil & Gas Co.	3/1/2012	624	675	Montague
Sanford P. Fagadau	Brim Oil & Gas Co.	5/14/2012	634	581	Montague
Marilyn Yvonne Pierce aka M. Yvonne Pierce	Brim Oil & Gas Co.	6/1/2012	634	589	Montague
Nancy Huff Bradford, Individually and as Trustee for Robert Newton Osmond	Brim Oil & Gas Co.	6/16/2012	641	120	Montague
Nancy Huff Bradford Living Trust	Brim Oil & Gas Co.	6/16/2012	641	121	Montague
Holly Spofford	Brim Oil & Gas Co.	8/7/2012	643	626	Montague
Robin Rugg Trause	WBH Energy Partners, LLC	2/12/2013	675	582	Montague
Barbara Tugman	WBH Energy Partners, LLC	2/12/2013	675	585	Montague
John Samuel Roberts	Brim Oil & Gas Co.	1/18/2013	675	602	Montague
Nan Robertson Kirkendahl	WBH Energy Partners, LLC	2/12/2013	678	577	Montague
Michael Dale Savage	WBH Energy Partners, LLC	5/29/2013	694	448	Montague
Clifford Scott Savage	Brim Oil & Gas Co.	10/11/2013	730	372	Montague
Sherry Savage aka Sherry Saloom	Brim Oil & Gas Co.	10/11/2013	749	4	Montague

TRACT A-34

Steveco Trust	Brim Oil & Gas Co.	1/20/2012	615	199	Montague
Deer Creek II, LLC	Brim Oil & Gas Co.	1/20/2012	615	209	Montague
Milam Sons' Minerals, LLC	Brim Oil & Gas Co.	1/20/2012	615	213	Montague
Philip H. Viles, Jr.	Brim Oil & Gas Co.	1/20/2012	615	217	Montague
Sanford P. Fagadau	Brim Oil & Gas Co.	5/14/2012	634	581	Montague
Wilam K. Levine	Brim Oil & Gas Co.	10/29/2012	660	255	Montague

TRACT A-35

Fred W. Shield & Co.	Brim Oil & Gas Co.	2/7/2012	615	173	Montague
Wood Properties, Ltd.	Brim Oil & Gas Co.	2/7/2012	615	175	Montague

Unit B**TRACT B-17**

Mrs. Joe B. Cooper	Jas. S. Maxwell, Jr.	4/10/1978	696	794	Montague
Mrs. R.P. Elkins	Jas. S. Maxwell, Jr.	4/24/1978	696	797	Montague
Mrs. Margaret Eugene Ely and husband, Eugene Ely	Jas. S. Maxwell, Jr.	4/6/1978	696	800	Montague

Exhibit A

110

O.G. Hardison	Jas. S. Maxwell, Jr.	4/10/1978	696	803	Montague
Mrs. Rosa Roberts and husband, M.S. Roberts	Jas. S. Maxwell, Jr.	4/7/1978	696	806	Montague
Mrs. Gladys Gunter	Jas. S. Maxwell, Jr.	4/10/1978	696	809	Montague
Dorothea Middleton and husband, Howard Middleton	Jas. S. Maxwell, Jr.	4/6/1978	696	812	Montague
Mrs. Lottie Shackelford, Eva Cullers and husband, Floyd, Elva Vicars	Jas. S. Maxwell, Jr.	4/17/1978	696	815	Montague
J.B. Hardison	Jas. S. Maxwell, Jr.	5/15/1978	698	16	Montague
Mrs. Lynn Stout and husband, Lynn Stout	Jas. S. Maxwell, Jr.	4/6/1978	698	304	Montague
Jeanne Marie Wood and husband, A.P. Wood, Jr.	Jas. S. Maxwell, Jr.	4/6/1978	698	307	Montague
John N. Huff, III and Nancy Huff Osmond	Jas. S. Maxwell, Jr.	8/2/1978	703	620	Montague
Paul Gray	Jas. S. Maxwell, Jr.	7/2/1978	703	624	Montague
Charles H. Gray	Jas. S. Maxwell, Jr.	7/2/1978	703	627	Montague
Mattie Lee Mixon	Jas. S. Maxwell, Jr.	10/9/1978	704	478	Montague
Edwin Thomas, Ind. And as Exec. Of Estate of Junius J. Thomas, Dec'd	Jas. S. Maxwell, Jr.	10/9/1978	705	308	Montague
Margaret Nell Ratliff	Jas. S. Maxwell, Jr.	2/2/1979	708	991	Montague
Kenneth Louis Hardison	Jas. S. Maxwell, Jr.	2/2/1979	708	994	Montague
Byron William Hardison aka Bill Hardison	Jas. S. Maxwell, Jr.	2/2/1979	709	799	Montague
O.A. Gray	Jas. S. Maxwell, Jr.	2/20/1979	709	802	Montague
A.T. Kramer, Christine B. Donald, Ind. And Exec. Of Estate of Paul Donald, Dec'd and Estate of J.M. Donald, Dec'd	Jas. S. Maxwell, Jr.	2/21/1979	709	805	Montague
Mrs. Rose Carter	Jas. S. Maxwell, Jr.	3/8/1979	710	609	Montague
Martha Gray Willett	Jas. S. Maxwell, Jr.	3/14/1979	710	998	Montague
Joe Middleton c/o Hardy Seay	Jas. S. Maxwell, Jr.	7/30/1979	717	231	Montague
Mrs. Margaret W. Revier	Jas. S. Maxwell, Jr.	9/25/1979	719	841	Montague
Wanda Brashear	Jas. S. Maxwell, Jr.	12/4/1979	725	298	Montague
Marvin Brashear	Jas. S. Maxwell, Jr.	2/6/1980	727	429	Montague
C.W. Middleton	Jas. S. Maxwell, Jr.	1/31/1980	727	434	Montague
Jean Bigbie	WBH Energy Partners, LLC	11/15/2013	728	124	Montague
Janice Good	WBH Energy Partners, LLC	11/15/2013	728	126	Montague
Charles Martin	WBH Energy Partners, LLC	11/15/2013	731	507	Montague
Mrs. Marsha Deane Albrecht	Jas. S. Maxwell, Jr.	8/28/1980	737	599	Montague
Bill A. Gray	Jas. S. Maxwell, Jr.	8/28/1980	744	477	Montague
Phyllis Jeanette Houston	Jas. S. Maxwell, Jr.	12/16/1980	745	283	Montague
Sherry Lynn Gray	Jas. S. Maxwell, Jr.	12/16/1980	745	286	Montague
Mrs. Barbara Faye Hancock	Jas. S. Maxwell, Jr.	9/9/1980	746	5	Montague
Mrs. Carolyn Yvonne Preslar	Jas. S. Maxwell, Jr.	11/13/1980	747	949	Montague
Jennifer B. Kohles and husband, Gerald Kohles	WBH Energy Partners, LLC	3/24/2014	749	24	Montague
WBH Energy Partners, LLC	WBH Energy Partners, LLC	6/21/2014	780	594	Montague

TRACT B-18

Vida Ruth Lewis, et vir John B. Lewis	Jas. S. Maxwell, Jr.	6/28/1978	703	630	Montague
Lena Stuart Waltrip	Jas. S. Maxwell, Jr.	3/23/1978	695	317	Montague

Exhibit A

PETCO Ltd.	EOG Resources, Inc.	8/26/2010	537	675	Montague
Newmont Oil Company	Conoco, Inc.	2/25/1980	758	829	Montague
Petroleum Corporation of Texas	Continental Oil Company	6/18/1979	720	663	Montague
Dorchester Minerals, LP	Brim Oil & Gas Co.	7/31/2012	643	95	Montague

TRACT B-19

Wood Properties, Ltd.	Brim Oil & Gas Co.	2/7/2012	615	175	Montague
Fred W. Shield & Co.	Brim Oil & Gas Co.	2/7/2012	615	173	Montague
Wanda Holland	Brim Oil & Gas Co.	5/6/2012	626	559	Montague
Dorchester Minerals	Brim Oil & Gas Co.	7/31/2012	643	95	Montague

TRACT B-26 State Hwy

State of Texas	EOG Resource, Inc.	11/5/2013	725	138	Montague
----------------	--------------------	-----------	-----	-----	----------

TRACT B-26A

Mattie Lee Mixon	Brim Oil & Gas Co.	10/2/2006	370	282	Montague
Jack H Thompson Family Royalty Trust	Brim Oil & Gas Co.	12/12/2006	380	58	Montague
Flora B. Cooper by her AIF, Jerry Miller	Brim Oil & Gas Co.	12/12/2006	383	134	Montague
Jerald M. Goldberg	Brim Oil & Gas Co.	12/23/2008	468	734	Montague
Janice Welker Schuman GST Exempt Trust, by Janice Welker Mosby, Trustee	Brim Oil & Gas Co.	12/24/2008	468	735	Montague
Annette Nelson, Life Tenant	Brim Oil & Gas Co.	1/12/2009	469	80	Montague
Wanda White	Brim Oil & Gas Co.	1/12/2009	469	81	Montague
Karen Peters	Brim Oil & Gas Co.	1/12/2009	469	873	Montague
Robert Nelson	Brim Oil & Gas Co.	1/12/2009	469	875	Montague
Liz Shaw, Indiv and as Remainderman	Brim Oil & Gas Co.	1/12/2009	471	43	Montague
Sally Welker Vernon GST Exempt Trust, by Sally Welker Vernon	Brim Oil & Gas Co.	12/24/2008	471	44	Montague
Peggy J Dyer	Brim Oil & Gas Co.	2/4/2009	481	533	Montague
Sanford P. Fagadau	Brim Oil & Gas Co.	5/14/2012	634	581	Montague
Dorchester Minerals	Brim Oil & Gas Co.	7/31/2012	643	99	Montague
Star Gap Investments	WBH Energy Partners, LLC	2/18/2013	688	76	Montague
Wizard Family Partnership	Brim Oil & Gas Co.	2/18/2013	688	77	Montague
Marvin Brashear Trust by Bobbie Brashear Jr	WBH Energy Partners, LLC	8/12/2013	688	83	Montague
Bess Brashear Trust by Bobbie Brashear Jr	WBH Energy Partners, LLC	8/12/2013	688	84	Montague
Kramer Mineral Trust, II	WBH Energy Partners, LLC	6/11/2013	688	86	Montague
John A. Palumbo	WBH Energy Partners, LLC	6/11/2013	688	169	Montague
Phyllis Tage Barr	WBH Energy Partners, LLC	4/15/2013	688	170	Montague
Tommie Sappington, Estate of Emma Myrtle Thompson	WBH Energy Partners, LLC	5/29/2013	694	444	Montague
Jackie Sue Hankins	WBH Energy Partners, LLC	4/15/2013	695	352	Montague
Cecil Tage	WBH Energy Partners, LLC	4/15/2013	695	353	Montague

Exhibit A

Annie Christine Gregory	WBH Energy Partners, LLC	4/15/2013	695	354	Montague
John W Clark	WBH Energy Partners, LLC	6/15/2013	701	580	Montague
Marsha Bressler	WBH Energy Partners, LLC	6/15/2013	701	582	Montague
Curt L Tage	WBH Energy Partners LLC	6/15/2013	701	605	Montague
Choctaw Energy	WBH Energy Partners, LLC	6/11/2013	701	607	Montague
Clark and Oatman, a Texas General Partnership	WBH Energy Partners, LLC	6/15/2013	709	417	Montague
Mary T. Johnson, Trustee of W.L. Thompson Family Trust	WBH Energy Partners, LLC	6/15/2013	710	382	Montague
Cowden Investments, a Texas General Partnership	WBH Energy Partners, LLC	10/1/2013	717	38	Montague
William Rawlins Clark	WBH Energy Partners, LLC	10/1/2013	717	47	Montague
C. Jack Wilson a/k/a Jack Wilson	WBH Energy Partners, LLC	10/1/2013	718	535	Montague
ConocoPhillips Corporation	WBH Energy Partners, LLC	10/30/2013	721	124	Montague
Delsie Clark Lucas	WBH Energy Partners, LLC	10/1/2013	725	4	Montague
Judy Kay Tage Parrish	WBH Energy Partners, LLC	11/21/2013	728	128	Montague
Bill Tage aka Billy Carroll Tage	WBH Energy Partners, LLC	11/21/2013	728	130	Montague
Gary W. Houchins, unknown heirs and/or assigns	WBH Energy Partners, LLC	12/20/2013	730	32	Montague
Joe M. Nelson	WBH Energy Partners, LLC	1/27/2014	744	642	Montague
EOG Resources, Inc.	WBH Energy Partners, LLC	4/4/2014	750	396	Montague
Margo Ann Clark	WBH Energy Partners, LLC	8/15/2014	771	755	Montague
RDC Minerals, A Partnership	WBH Energy Partners, LLC	8/15/2014	771	757	Montague
Kenneth Nelson	WBH Energy Partners, LLC	9/22/2014	775	216	Montague

TRACT B-26B

Mattie Lee Mixon	Brim Oil & Gas Co.	10/2/2006	370	282	Montague
Jack H Thompson Family Royalty Trust	Brim Oil & Gas Co.	12/12/2006	380	58	Montague
Flora B. Cooper by her AIF, Jerry Miller	Brim Oil & Gas Co.	12/12/2006	383	134	Montague
Janice Welker Schuman GST Exempt Trust, by Janice Welker Mosby, Trustee	Brim Oil & Gas Co.	12/24/2008	468	735	Montague
Annette Nelson, Life Tenant	Brim Oil & Gas Co.	1/12/2009	469	80	Montague
Wanda White	Brim Oil & Gas Co.	1/12/2009	469	81	Montague
Karen Peters	Brim Oil & Gas Co.	1/12/2009	469	873	Montague
Robert Nelson	Brim Oil & Gas Co.	1/12/2009	469	875	Montague
Liz Shaw	Brim Oil & Gas Co.	1/12/2009	471	43	Montague
Sally Welker Vernon GST Exempt Trust, by Sally Welker Vernon	Brim Oil & Gas Co.	12/24/2008	471	44	Montague
Peggy J. Dyer	Brim Oil & Gas Co.	2/4/2009	481	533	Montague
Dorchester Minerals, LP	Brim Oil & Gas Co.	7/31/2012	643	99	Montague
Jackie Sue Hankins	EOG Resources, Inc.	10/25/2012	659	706	Montague
Cecil Tage	EOG Resources, Inc.	10/30/2012	659	710	Montague
Phyllis Tage Barr	EOG Resources, Inc.	10/30/2012	659	711	Montague
Anna Christine Gregory fka Anna Christine Tage Carbello	EOG Resources, Inc.	10/30/2012	662	193	Montague
C. Jack Wilson aka Jack Wilson	EOG Resources, Inc.	10/31/2012	664	197	Montague

Exhibit A

Star Gap Investments	WBH Energy Partners, LLC	2/18/2013	688	76	Montague
Wizard Family Partnership GP, LLC	Brim Oil & Gas Co.	2/18/2013	688	77	Montague
Marvin Brashear Trust by Bobbie Brashear Jr	WBH Energy Partners, LLC	8/12/2013	688	83	Montague
Bess Brashear Trust by Bobbie Brashear Jr	WBH Energy Partners, LLC	8/12/2013	688	84	Montague
Kramer Mineral Trust II	WBH Energy Partners, LLC	6/11/2013	688	86	Montague
John A. Palumbo	WBH Energy Partners, LLC	6/11/2013	688	169	Montague
John W Clark	WBH Energy Partners, LLC	6/15/2013	701	580	Montague
Marsha Bressler	WBH Energy Partners, LLC	6/15/2013	701	582	Montague
Curt L Tage	WBH Energy Partners, LLC	6/15/2013	701	605	Montague
Choctaw Energy, Ltd.	WBH Energy Partners, LLC	6/11/2013	701	607	Montague
Ruth August	WBH Energy Partners, LLC	6/15/2013	701	609	Montague
Clark and Oatman, a Texas General Partnership	WBH Energy Partners, LLC	6/15/2013	709	417	Montague
Mary T. Johnson, as Trustee of W.L. Thompson Family Trust	WBH Energy Partners, LLC	6/15/2013	710	382	Montague
William Rawlins Clark	WBH Energy Partners, LLC	10/1/2013	717	47	Montague
ConocoPhillips Corporation	WBH Energy Partners, LLC	10/30/2013	721	124	Montague
Delsie Clark Lucas	WBH Energy Partners, LLC	10/1/2013	725	4	Montague
Judy Kay Tage Parrish	WBH Energy Partners, LLC	11/21/2013	728	128	Montague
Bill Tage aka Billy Carroll Tage	WBH Energy Partners, LLC	11/21/2013	728	130	Montague
Gary W. Houchins, unknown heirs and/or assigns	WBH Energy Partners, LLC	12/20/2013	730	32	Montague
Joe M. Nelson	WBH Energy Partners, LLC	1/27/2014	744	642	Montague
EOG Resources, Inc.	WBH Energy Partners, LLC	4/4/2014	750	396	Montague
Margo Ann Clark	WBH Energy Partners, LLC	8/15/2014	771	755	Montague
RDC Minerals, A Partnership	WBH Energy Partners, LLC	8/15/2014	771	757	Montague
Kenneth Nelson	WBH Energy Partners, LLC	9/22/2014	775	216	Montague
Cowden Investments, a Texas General Partnership	WBH Energy Partners, LLC	10/10/2013	717	38	Montague

TRACT B-26C2

Robert W. Nelson	Brim Oil & Gas Co.	1/12/2009	469	875	Montague
Janice Welker Schuman GST Exempt Trust, by Janice Welker Mosby, Trustee	Brim Oil & Gas Co.	12/24/2008	468	735	Montague
Annette Nelson, Life Tenant	Brim Oil & Gas Co.	1/12/2009	469	80	Montague
Wanda White	Brim Oil & Gas Co.	1/12/2009	469	81	Montague
Karen L. Peters	Brim Oil & Gas Co.	1/12/2009	469	873	Montague
Liz Shaw	Brim Oil & Gas Co.	1/12/2009	471	43	Montague
Sally Welker Vernon GST Exempt Trust, by Sally Welker Vernon	Brim Oil & Gas Co.	12/24/2008	471	44	Montague
Peggy J. Dyer	Brim Oil & Gas Co.	2/4/2009	481	533	Montague
Dorchester Minerals, LP	Brim Oil & Gas Co.	7/31/2012	643	99	Montague
Jackie Sue Hankins	EOG Resources, Inc.	10/25/2012	659	706	Montague

Exhibit A

Cecil Tage	EOG Resources, Inc.	10/30/2012	659	710	Montague
Phyllis Tage Barr	EOG Resources, Inc.	10/30/2012	659	711	Montague
Annie Christine Gregory Carbello	EOG Resources, Inc.	10/30/2012	662	193	Montague
C. Jack Wilson aka Jack Wilson	EOG Resources, Inc.	10/31/2012	664	197	Montague
RD Farner and Marianne Hooke Farner	WBH Energy Partners, LLC	2/18/2013	678	665	Montague
Mattie Lee Mixon	WBH Energy Partners, LLC	2/18/2013	678	666	Montague
Emilyn Linda Miller Walker	WBH Energy Partners, LLC	2/27/2013	688	67	Montague
Star Gap Investments	WBH Energy Partners, LLC	2/18/2013	688	76	Montague
Wizard Family Partnership, LLC	WBH Energy Partners, LLC	2/18/2013	688	77	Montague
Sharon Lynn Maxey	WBH Energy Partners, LLC	2/18/2013	688	78	Montague
Kenneth William Schaake	WBH Energy Partners, LLC	2/18/2013	688	79	Montague
J. Thomas Miller	WBH Energy Partners, LLC	2/18/2013	688	80	Montague
Bobbie Brashear, Jr. Trustee of Marivin Brashear Trust	WBH Energy Partners, LLC	8/12/2013	688	83	Montague
Bobbie Brashear, Jr. Trustee of Bess Brashear Trust	WBH Energy Partners, LLC	8/12/2013	688	84	Montague
Jack H. Thompson, Jr., Trustees, Jack H Thompson Family Royalty Trust	WBH Energy Partners, LLC	2/27/2013	688	85	Montague
Kramer Mineral Trust	WBH Energy Partners, LLC	6/11/2013	688	86	Montague
John A. Palumbo	WBH Energy Partners, LLC	6/11/2013	688	169	Montague
John Clark	WBH Energy Partners, LLC	6/15/2013	701	580	Montague
Marsha Bressler	WBH Energy Partners, LLC	6/15/2013	701	582	Montague
Curt Tage	WBH Energy Partners, LLC	6/15/2013	701	605	Montague
Choctaw Energy, LP	WBH Energy Partners, LLC	6/11/2013	701	607	Montague
Ruth August	WBH Energy Partners, LLC	6/15/2013	701	609	Montague
Clark and Oatman, a Texas General Partnership	WBH Energy Partners, LLC	6/15/2013	709	417	Montague
W.L. Thompson Family Trust	WBH Energy Partners, LLC	6/15/2013	710	382	Montague
Cowden Investments, a Texas General Partnership	WBH Energy Partners, LLC	10/1/2013	717	38	Montague
William Rawlins Clark	WBH Energy Partners, LLC	10/1/2013	717	47	Montague
Madeline Boaze	WBH Energy Partners, LLC	9/15/2013	718	533	Montague
Conoco Phillips Company	WBH Energy Partners, LLC	10/30/2013	721	124	Montague
Delsie Lucas Clark	WBH Energy Partners, LLC	10/1/2013	725	4	Montague
Judy Kay Tage Parrish	WBH Energy Partners, LLC	11/21/2013	728	128	Montague
Bill Tage aka Billy Carroll Tage	WBH Energy Partners, LLC	11/21/2013	728	130	Montague
Tommie Sappington for Gary W. Houchins and Emily Gelsky	WBH Energy Partners, LLC	12/20/2013	730	32	Montague
Joe M. Nelson	WBH Energy Partners, LLC	1/27/2014	744	642	Montague
EOG Resources, Inc.	WBH Energy Partners, LLC	4/4/2014	750	396	Montague
Margo Ann Clark	WBH Energy Partners, LLC	8/15/2014	771	755	Montague
RDC Minerals, A Partnership	WBH Energy Partners, LLC	8/15/2014	771	757	Montague
Kenneth Nelson	WBH Energy Partners, LLC	9/22/2014	775	216	Montague

TRACT B-26C3

Exhibit A

Janice Welker Mosby, Trustee of the Janice Welker Schumann GST Exempt Trust	Brim Oil & Gas Co.	12/24/2008	468	735	Montague
Sally Welker Vernon, Trustee of the Sally Welker Vernon GST Exempt Trust	Brim Oil & Gas Co.	12/24/2008	471	44	Montague
Dorchester Minerals, LP	Brim Oil & Gas Co.	7/31/2012	643	99	Montague
Jackie Sue Hankins	EOG Resources, Inc.	10/25/2012	659	706	Montague
Cecil Tage	EOG Resources, Inc.	10/30/2012	659	710	Montague
Annie Christine Carbello Gregory	EOG Resources, Inc.	10/30/2012	662	193	Montague
Bobbie Brashear, Jr. Trustee of Marvin Brashear Trust	WBH Energy Partners, LLC	8/12/2013	688	83	Montague
Bobbie Brashear, Jr. Trustee of Bess Brashear Trust	WBH Energy Partners, LLC	8/12/2013	688	84	Montague
Kramer Mineral Trust, II	WBH Energy Partners, LLC	6/11/2013	688	86	Montague
John A. Palumbo	WBH Energy Partners, LLC	6/11/2013	688	169	Montague
Curt L. Tage	WBH Energy Partners, LLC	6/15/2013	701	605	Montague
Choctaw Energy, Ltd	WBH Energy Partners, LLC	6/11/2013	701	607	Montague
Billy Carroll Tage	EOG Resources, Inc.	8/22/2013	706	431	Montague
Judy Kay Tage Parrish	EOG Resources, Inc.	8/22/2013	706	433	Montague
Workman Management, Inc.	EOG Resources, Inc.	9/6/2013	710	7	Montague
Phyllis Tage Barr	EOG Resources, Inc.	10/30/2012	659	711	Montague
Conoco Phillips Company	WBH Energy Partners, LLC	10/30/2013	721	124	Montague
EOG Resources, Inc.	WBH Energy Partners, LLC	4/4/2014	750	396	Montague
Mattie Lee Mixon	EOG Resources, Inc.	8/23/2013	713	386	Montague

TRACT B-29

Flora B. Cooper by her AIF Jerry Miller	Brim Oil & Gas Co.	12/12/2006	383	134	Montague
Ernest Sam Heard	Brim Oil & Gas Co.	11/14/2006	383	147	Montague
Marjorie Sue Heard	Brim Oil & Gas Co.	7/16/2012	653	428	Montague
Inez Cooper Andrews, Heirs or Assigns	WBH Energy Partners LLC	5/29/2013	694	424	Montague
William Michael Steed	WBH Energy Partners, LLC	5/14/2014	754	64	Montague
Patricia Lou Steed	WBH Energy Partners, LLC	5/5/2014	752	890	Montague
Kimberly Bowersock Miller	WBH Energy Partners, LLC	6/25/2014	762	699	Montague
Steed Bowersock	WBH Energy Partners, LLC	6/25/2014	762	701	Montague
Chance Steed, CA Steed Investments, LP	WBH Energy Partners, LLC	9/8/2014	777	758	Montague
Gelasia Steed, G Steed LP	WBH Energy Partners, LLC	9/8/2014	777	760	Montague
Wyliecats, LP	WBH Energy Partners, LLC	9/8/2014	782	142	Montague

TRACT B-30

Mattie Lee Mixon	Brim Oil & Gas Co.	10/2/2006	370	282	Montague
Flora B. Cooper by AIF Jerry Miller	Brim Oil & Gas Co.	12/12/2006	383	134	Montague
Donnie Ray Wriggle	EOG Resources, Inc.	5/22/2008	446	323	Montague

Exhibit A

110

Harry Franklin Lemme	EOG Resources, Inc.	6/10/2008	449	582	Montague
Neta Jone Scott	EOG Resources, Inc.	5/28/2008	449	587	Montague
Billie Jean Schaefer	EOG Resources, Inc.	5/22/2008	449	691	Montague
Leta Jan Snider	EOG Resources, Inc.	6/10/2008	450	800	Montague
Letha Ann Richardson	EOG Resources, Inc.	6/3/2008	455	595	Montague
Gary Lance Hill	EOG Resources, Inc.	10/25/2014	778	532	Montague
Wayne Hill	EOG Resources, Inc.	10/30/2014	778	504	Montague
James Walker	EOG Resources, Inc.	10/30/2014	778	513	Montague
Smitty Walker	EOG Resources, Inc.	11/6/2014	782	595	Montague
Kathleen Summers Brown	Brim Oil & Gas Co.	11/21/2008	465	568	Montague
Karen Cardwell	EOG Resources, Inc.	10/30/2014	778	489	Montague
Craig Chancellor	EOG Resources, Inc.	11/3/2014	778	492	Montague
Lewis Scott Chancellor	EOG Resources, Inc.	11/3/2014	778	495	Montague
Guy Hill, Jr.	EOG Resources, Inc.	10/30/2014	778	498	Montague
Geraldine Jones	EOG Resources, Inc.	10/30/2014	779	510	Montague
Sara Jane McCarty	EOG Resources, Inc.	11/6/2014	781	629	Montague
Alex Riley Walker	EOG Resources, Inc.	11/7/2014	782	267	Montague
Robert Walker	EOG Resources, Inc.	10/30/2014	778	516	Montague
Terry Walker	EOG Resources, Inc.	10/30/2014	778	519	Montague
Trevor Walker, by AIF Robert L. Walker	EOG Resources, Inc.	11/4/2014	778	522	Montague
Treva Spradley	EOG Resources, Inc.	10/30/2014	778	510	Montague
Wanda C. Allen	Brim Oil & Gas Co.	3/5/2009	478	246	Montague
Freddie J. Williams	EOG Resources, Inc.	5/4/2010	519	813	Montague
Danny C. Williams	EOG Resources, Inc.	5/4/2010	519	817	Montague
Dorcas Chasteen	Bra-De Oil & Gas Inc.	11/8/2010	544	337	Montague
Eric Chasteen	Bra-De Oil & Gas Inc.	11/8/2010	545	439	Montague
Richard Strohl	EOG Resources, Inc.	2/3/2011	554	590	Montague
Jack Harlan Phillips et ux Joan Alice Woodward Phillips	1st Southwest Consultants	1/28/2011	556	899	Montague
Shyrlee Phillips Karrenbrock	1st Southwest Consultants	1/28/2011	556	902	Montague
Nancy Huff Bradford aka Nancy Huff Gallagher aka Nancy Huff Osmond, Ind. & Trustee for Robert Newton Osmond	Brim Oil & Gas Co.	6/16/2012	641	120	Montague
Robert Newton Osmond, Individually and as Trustee for the Nancy Huff Bradford Living Trust	Brim Oil & Gas Co.	6/16/2012	641	121	Montague
Ken Snow	EOG Resources, Inc.	10/11/2013	693	550	Montague
Doyle R. Snow	EOG Resources, Inc.	10/11/2013	693	553	Montague
Michael Lee Morrow	EOG Resources, Inc.	6/20/2013	695	899	Montague
Everett Snow	EOG Resources, Inc.	10/11/2013	696	101	Montague
Ruth Ann Spencer	EOG Resources, Inc.	10/11/2013	696	104	Montague
Sherry A. Fisher	EOG Resources, Inc.	10/11/2013	696	107	Montague
Patsy L. Immel	EOG Resources, Inc.	10/17/2013	696	110	Montague
Pauline Odom Curry	EOG Resources, Inc.	10/11/2013	696	113	Montague
Laura J. Snow	EOG Resources, Inc.	10/11/2013	696	116	Montague
Evelyn L. Stewart	EOG Resources, Inc.	10/11/2013	696	119	Montague
Patricia Sue Summers	EOG Resources, Inc.	6/20/2013	696	352	Montague
Verna Snow Tschoerner	EOG Resources, Inc.	10/2/2013	696	533	Montague

Exhibit A

Timmy Dale Boyd	EOG Resources, Inc.	5/28/2013	697	290	Montague
Billy Richard Reed	EOG Resources, Inc.	6/20/2013	697	637	Montague
Sybil Faye (Reed) Bishop	EOG Resources, Inc.	6/20/2013	697	641	Montague
Martha Fowler Harmel	EOG Resources, Inc.	6/20/2013	700	620	Montague
Ricky Douglas Boyd	EOG Resources, Inc.	7/8/2013	702	603	Montague
Randy Lynn Boyd	EOG Resources, Inc.	7/8/2013	702	612	Montague
Carol LaVon Boyd-Miller	EOG Resources, Inc.	7/8/2013	702	615	Montague
Mary Hughes	EOG Resources, Inc.	8/1/2013	703	748	Montague
Linda Selymes	EOG Resources, Inc.	8/1/2013	703	750	Montague
Henry Kenneth Dane	EOG Resources, Inc.	8/1/2013	703	757	Montague
Michael Herscher	EOG Resources, Inc.	8/1/2013	703	760	Montague
Robert Marshall Summers	EOG Resources, Inc.	8/2/2013	703	763	Montague
James Raymond Jameson	EOG Resources, Inc.	8/2/2013	703	766	Montague
Melba Dean Duarte	EOG Resources, Inc.	8/1/2013	704	129	Montague
Delores Imogene Gray	EOG Resources, Inc.	8/1/2013	704	131	Montague
Sylvia Deaver	EOG Resources, Inc.	8/2/2013	706	441	Montague
Margaret Fowler Campbell	EOG Resources, Inc.	8/2/2013	706	444	Montague
Maxine Fowler Campbell	EOG Resources, Inc.	8/2/2013	706	447	Montague
Joe Wilburn Summers	EOG Resources, Inc.	8/2/2013	706	450	Montague
William Robert Fowler, Jr.	EOG Resources, Inc.	8/2/2013	706	453	Montague
Anthony Watts	EOG Resources, Inc.	8/2/2013	706	456	Montague
Teddy Allon Boyd	EOG Resources, Inc.	7/8/2013	706	741	Montague
Beverly Wanner	EOG Resources Inc.	8/20/2013	707	275	Montague
Bobbie J. Arnold	EOG Resources, Inc.	8/21/2013	707	278	Montague
Lanett Evon Patzt	EOG Resources, Inc.	8/20/2013	707	281	Montague
Brenda K. Rutledge	EOG Resources, Inc.	8/30/2013	710	9	Montague
Darrell Dean Stanton	EOG Resources, Inc.	8/20/2013	710	21	Montague
Marilyn Morris	EOG Resources, Inc.	8/20/2013	710	30	Montague
Olivia Sue Macias	EOG Resources, Inc.	9/3/2013	710	36	Montague
Loretta Jo Olinger	EOG Resources, Inc.	9/3/2013	710	40	Montague
Johnny Dane	EOG Resources, Inc.	8/2/2013	710	43	Montague
Delores June Edwards	EOG Resources, Inc.	8/20/2013	711	591	Montague
Barbara S. Lynch	EOG Resources, Inc.	8/30/2013	711	594	Montague
Janice Hooley	EOG Resources, Inc.	8/30/2013	711	597	Montague
Deanna Dale Proctor	EOG Resources, Inc.	8/20/2013	711	600	Montague
J.T. Stanton	EOG Resources, Inc.	8/20/2013	711	603	Montague
Royce Joe Stanton	EOG Resources, Inc.	8/20/2013	711	606	Montague
Donna Nelson	WBH Energy Partners, LLC	8/15/2013	711	704	Montague
Rene Russell	WBH Energy Partners, LLC	9/1/2013	711	708	Montague
Martha K. Giguere a/k/a Martha K Wallace	WBH Energy Partners, LLC	8/15/2013	711	710	Montague
Drewcilla Annese	WBH Energy Partners, LLC	8/15/2013	711	712	Montague
Charles Roy Wallace	WBH Energy Partners, LLC	8/15/2013	711	714	Montague
Grace Colombo	WBH Energy Partners, LLC	8/15/2013	711	716	Montague

Exhibit A

Warren Talmadge Dane	WBH Energy Partners, LLC	8/15/2013	713	39	Montague
Carl A Sansbury Jr	WBH Energy Partners, LLC	8/15/2013	713	59	Montague
Sherry Hynum	WBH Energy Partners, LLC	8/15/2013	713	61	Montague
Mattie Lee Mixon	EOG Resources, Inc.	8/23/2013	713	384	Montague
Timmy Dane	EOG Resources, Inc.	9/9/2013	713	390	Montague
Alycia Jameson	EOG Resources, Inc.	9/3/2013	713	393	Montague
Donna Crawford	EOG Resources, Inc.	9/9/2013	713	396	Montague
Heather McNatt	EOG Resources, Inc.	9/10/2013	713	399	Montague
Olla V. Thames Fowler	WBH Energy Partners, LLC	9/1/2013	713	616	Montague
Jo Lynn Stokley	WBH Energy Partners, LLC	9/1/2013	713	618	Montague
Verna S. Christiana	WBH Energy Partners, LLC	8/15/2013	713	620	Montague
Larry Land	EOG Resources, Inc.	9/16/2013	713	856	Montague
Rise Bourland	EOG Resources, Inc.	9/3/2013	713	868	Montague
Sonja Marcou	EOG Resources, Inc.	9/18/2013	713	871	Montague
Alicia Stuart	EOG Resources, Inc.	9/10/2013	713	877	Montague
Pamela Shockely Pena	EOG Resources, Inc.	11/9/2013	715	215	Montague
Jennifer Young	EOG Resources, Inc.	8/13/2013	715	219	Montague
James Katseres	EOG Resources, Inc.	8/13/2013	715	223	Montague
Dawn Floyd	EOG Resources, Inc.	8/13/2013	715	227	Montague
David Shockley	EOG Resources, Inc.	11/9/2013	715	231	Montague
David Shannon Shockley	EOG Resources, Inc.	11/9/2013	715	235	Montague
Sharon Lynn Maxey	EOG Resources, Inc.	9/30/2013	715	318	Montague
Kenneth William Schaake	EOG Resources, Inc.	9/30/2013	715	333	Montague
Jerry Don Miller	EOG Resources, Inc.	9/30/2013	715	336	Montague
Carolyn Sue Farmer Zumwalt	WBH Energy Partners LLC	8/15/2013	716	301	Montague
Marianne Farner	EOG Resources, Inc.	9/30/2013	716	664	Montague
R. D. Farner and wife, Marianne Farner	EOG Resources, Inc.	9/30/2013	716	667	Montague
Madeline Boaze	EOG Resources, Inc.	9/30/2013	716	676	Montague
Gano Scott Reed, Jr.	WBH Energy Partners, LLC	8/15/2013	717	33	Montague
Verna R. Nila f/k/a Verna R. Dane	WBH Energy Partners LLC	10/1/2013	717	42	Montague
Robert Charles Bylsma	WBH Energy Partners, LLC	9/1/2013	717	45	Montague
Shannon Strybos	EOG Resources, Inc.	8/27/2013	718	302	Montague
Calvin William Wriggle	EOG Resources, Inc.	10/23/2013	718	305	Montague
Emilyn Linda Miller Walker a/k/a Linda Walker	EOG Resources, Inc.	9/30/2013	719	159	Montague
Lonnie M. Horner	EOG Resources, Inc.	10/23/2013	719	162	Montague
Christina M. Redman	EOG Resources, Inc.	10/23/2013	719	666	Montague
Nolan N. Dane	EOG Resources, Inc.	10/24/2013	719	669	Montague
Marylyn Cunningham	EOG Resources, Inc.	10/24/2013	719	672	Montague
Patti Ann Wallis	EOG Resources, Inc.	10/24/2013	720	596	Montague
Christopher Shockley	EOG Resources, Inc.	11/9/2013	722	594	Montague
Juanita Orefice	EOG Resources, Inc.	11/20/2013	724	376	Montague
James Fowler	EOG Resources, Inc.	9/27/2013	724	379	Montague

Exhibit A

Melvin A Snow	WBH Energy Partners LLC	9/15/2013	725	204	Montague
Danny G. Dane	EOG Resources, Inc.	11/20/2013	725	755	Montague
DeeAnna Booker	EOG Resources, Inc.	11/19/2013	726	474	Montague
Land-King, LLC co Gretchen Davis	EOG Resources, Inc.	12/3/2013	727	124	Montague
Justin Gerber	EOG Resources, Inc.	11/18/2013	727	126	Montague
Sean Adams, minor by Guardian Jamie Lynn Stunkard	EOG Resources, Inc.	10/23/2013	727	129	Montague
Jamie Lynn Stunkard f/k/a Jamie Lynn Adams	EOG Resources, Inc.	10/23/2013	727	132	Montague
William Bruce Hook	EOG Resources, Inc.	9/30/2013	727	850	Montague
Lance Eric Roberts	EOG Resources, Inc.	12/2/2013	728	781	Montague
JSH Company	EOG Resources, Inc.	12/3/2013	729	555	Montague
William D. Snow	EOG Resouces, Inc.	10/11/2013	729	580	Montague
KEA Holdings, LLC	EOG Resources, Inc.	12/3/2013	730	843	Montague
Sara Gilbert	EOG Resources, Inc.	10/29/2013	733	391	Montague
Curtis Wayne Wriggle	EOG Resources, Inc.	10/23/2013	733	394	Montague
Paula Kay Morrison	EOG Resources, Inc.	2/4/2014	735	592	Montague
Julie Dane	EOG Resources, Inc.	1/28/2014	735	608	Montague
Jimmy Maurice Farmer	EOG Resources, Inc.	2/4/2014	735	844	Montague
Lou Ann Farmer	EOG Resources, Inc.	2/4/2014	737	215	Montague
Giselle Herron	EOG Resources, Inc.	10/24/2013	739	122	Montague
Jena Aguilera	EOG Resources, Inc.	11/20/2013	739	125	Montague
Dale A. Dane	EOG Resources, Inc.	2/20/2014	739	664	Montague
DeAnna Suedmeyer	EOG Resources, Inc.	1/13/2014	742	898	Montague
EOG Resources Inc.	WBH Energy Partners, LLC	4/4/2014	750	396	Montague
Joe Shewmake	EOG Resources, Inc.	5/6/2014	751	328	Montague
Charles Shewmake	EOG Resources, Inc.	5/6/2014	751	331	Montague
June Croushorn	EOG Resources, Inc.	5/6/2014	751	334	Montague
Sheila Guckian	EOG Resources, Inc.	5/6/2014	751	337	Montague
Brad Flaska	EOG Resources, Inc.	5/6/2014	751	340	Montague
Billie Harrison	EOG Resources, Inc.	5/6/2014	753	61	Montague
Bobby Charles Shewmake	EOG Resources, Inc.	5/6/2014	753	64	Montague
Metha Shewmake, Jr.	EOG Resources, Inc.	5/6/2014	753	67	Montague
Joy Shewmake	EOG Resources, Inc.	5/6/2014	753	70	Montague
Mitzi Shewmake Shield	EOG Resources, Inc.	5/6/2014	753	73	Montague
Larry Don Boyd	EOG Resources, Inc.	12/13/2013	757	884	Montague

Unit C**Tract C-1**

Paul B. Landfair	BRIM Oil and Gas Co.	4/11/2012	624	13	Montague
David Anthony Neumann	BRIM Oil and Gas Co.	4/11/2012	624	14	Montague
Lawrence Matthew Neumann	BRIM Oil and Gas Co.	4/11/2012	624	15	Montague
Amanda Foote, Trustee	WBH Energy Partners, LLC	5/2/2012	636	621	Montague
Bottom Investments Co.	WBH Energy Partners, LLC	5/2/2012	636	623	Montague

Exhibit A

Victoria Trading Co.	WBH Energy Partners, LLC	5/2/2012	636	625	Montague
John T. Corcoran	WBH Energy Partners, LLC	5/2/2012	636	627	Montague
Joe P. Pritchett	WBH Energy Partners, LLC	5/2/2012	636	629	Montague
Ronald H. Carter	WBH Energy Partners, LLC	5/2/2012	636	631	Montague

Tract C-13

Dorothy S. Wynne	EOG Resources, Inc.	2/23/2012	617	269	Montague
------------------	---------------------	-----------	-----	-----	----------

Tract C-14

Marie McCollum TUW and Mary V. Gray TUW, by Jeffrey T. McCollum	BRIM Oil and Gas Co.	3/15/2012	624	26	Montague
Marie McCollum TUW and Mary V. Gray TUW, by John H. Gray, Jr.	BRIM Oil and Gas Co.	3/15/2012	624	28	Montague

Tract C-15

Nancy S. Rettig, Trustee Nancy S. Rettig Trust	BRIM Oil and Gas Co.	4/1/2012	624	16	Montague
Delia Staley Crossley	BRIM Oil and Gas Co.	4/1/2012	624	17	Montague
Staley Property Co., LTD.	BRIM Oil and Gas Co.	4/1/2012	624	18	Montague
Jack C. Staley, Jr.	BRIM Oil and Gas Co.	4/1/2012	624	19	Montague
James I. Staley, III	BRIM Oil and Gas Co.	4/1/2012	624	20	Montague
Connie Staley Heritage Trust B, by James I. Staley, II	BRIM Oil and Gas Co.	4/1/2012	624	21	Montague
Joe H. Staley, Jr.	BRIM Oil and Gas Co.	4/1/2012	624	22	Montague
Staley Business Partnership	BRIM Oil and Gas Co.	4/1/2012	624	23	Montague
Suzanne Bristol	WBH Energy Partners, LLC	9/20/2013	714	315	Montague
John Robert Bowmer	WBH Energy Partners, LLC	9/20/2013	717	51	Montague

Tract C-16

Glenda Montfort	BRIM Oil and Gas Co.	7/13/2006	363	376	Montague
Graham Hanks Young	BRIM Oil and Gas Co.	8/25/2006	367	874	Montague
Stephen Ray Walker	BRIM Oil and Gas Co.	8/25/2006	367	875	Montague
Roger Claxton Hanks	BRIM Oil and Gas Co.	8/25/2006	367	876	Montague
Sherilyn Elaine Pistocco	BRIM Oil and Gas Co.	8/19/2006	367	877	Montague
Adrian Walker	BRIM Oil and Gas Co.	8/25/2006	369	632	Montague
Penney Shipley	BRIM Oil and Gas Co.	12/19/2008	469	83	Montague
Kimberly Hanks	EOG Resources, Inc.	6/11/2012	633	569	Montague
Lindsey Hanks	EOG Resources, Inc.	6/11/2012	633	576	Montague
Robin Rugg Trause	WBH Energy Partners, LLC	2/12/2013	675	582	Montague
Barbara Jean Tugman	WBH Energy Partners, LLC	2/12/2013	675	585	Montague
Nan Robertson Kirkendahl	WBH Energy Partners, LLC	2/12/2013	678	577	Montague

Exhibit A

Tract C-31

Dorothy Seay Wynne	EOG Resources, Inc.	2/23/2012	617	270	Montague
--------------------	---------------------	-----------	-----	-----	----------

Unit D

Tract D-1

Janice E. Potts, Trustee John R. Potts, Jr. Revo Living Trust	Bra-De Oil & Gas	3/21/2011	564	648	Montague
James Robert Hathron	Bra-De Oil & Gas	12/13/2012	670	442	Montague
Paul Martin Hathorn	Bra-De Oil & Gas	12/13/2012	670	773	Montague
Robert Q. Bussell	Bra-De Oil & Gas	1/10/2013	673	468	Montague
Alyssa Kimbell	Bra-De Oil & Gas	2/8/2013	676	653	Montague
Bert Williamson et al	WBH Energy Partners, LLC	2/15/2013	678	586	Montague
Pumpnickle, LP	WBH Energy Partners, LLC	2/15/2013	678	588	Montague
Tom B. Medders, III	WBH Energy Partners, LLC	3/13/2013	678	589	Montague
Otis Gerald Keil	BRIM Oil and Gas Co.	3/1/2013	688	263	Montague
Marilyn M. Winters	WBH Energy Partners, LLC	3/27/2013	688	264	Montague
Steven Loder Clift	WBH Energy Partners, LLC	4/8/2013	688	292	Montague
John W. Clift	WBH Energy Partners, LLC	4/8/2013	688	293	Montague
Tommie Sappington, Heirs of Harold J. Hedges	WBH Energy Partners, LLC	5/29/2013	694	422	Montague
Howard Robert Clift	WBH Energy Partners, LLC	4/8/2013	695	258	Montague
Dianne Farmer	WBH Energy Partners, LLC	4/15/2013	695	270	Montague
Catherine Anne Teater	WBH Energy Partners, LLC	4/15/2013	695	309	Montague
Linda Turrel	WBH Energy Partners, LLC	6/15/2013	701	632	Montague
Ralph Cole	WBH Energy Partners, LLC	6/15/2013	701	634	Montague
Douglas E. Cole	WBH Energy Partners, LLC	6/15/2013	701	636	Montague
Irene Siegley, Est Harry C. Siegley, dec'd	WBH Energy Partners, LLC	6/15/2013	701	669	Montague
Dorothy Ann Richards Tips	WBH Energy Partners, LLC	7/17/2013	709	320	Montague
Benjamin Christian Cole	WBH Energy Partners, LLC	6/15/2013	710	372	Montague
Floyd Clift Richards	WBH Energy Partners, LLC	7/17/2013	712	341	Montague
Donald R. Bussell	EOG Resources, Inc.	9/3/2013	715	861	Montague
Courtney Cole	WBH Energy Partners, LLC	6/15/2013	718	567	Montague
Matt G. Muehlberger, Scott M. Muehlberger and WBH Energy, LP	WBH Energy, LP	1/1/2014	758	249	Montague

Tract D-2

Sara Rucker Burnett Living Trust	EOG Resources, Inc.	10/14/2010	541	27	Montague
Tommie Sappington, Heirs of A.J. Harrell	WBH Energy Partners, LLC	5/29/2013	694	430	Montague

Exhibit A

Milam Sons' Minerals, LLC	WBH Energy Partners, LLC	3/7/2013	695	267	Montague
Philip Viles, Jr.	WBH Energy Partners, LLC	4/9/2013	695	268	Montague
The Steveco Trust	WBH Energy Partners, LLC	4/9/2013	695	269	Montague
Tommie Sappington, Heirs of B.E. Pemberton	WBH Energy Partners, LLC	3/7/2013	701	640	Montague

Tract D-3

Betty Sue Dye Lyell	Bra-De Oil & Gas	1/7/2011	555	480	Montague
Marvin Brashear Trust	BRIM Oil and Gas Co.	12/27/2012	667	481	Montague
Bess Brashear Trust	BRIM Oil and Gas Co.	12/27/2012	667	483	Montague
Marilyn Kay Stroud	WBH Energy Partners, LLC	3/15/2013	688	260	Montague
Larry Joe Evans	WBH Energy Partners, LLC	2/15/2013	688	261	Montague
Barbara Sue Evans McBeth et al	WBH Energy Partners, LLC	2/25/2013	688	262	Montague
Kramer Mineral Trust II	WBH Energy Partners, LLC	3/25/2013	688	266	Montague
C.B. Christie	WBH Energy Partners, LLC	3/19/2013	688	268	Montague
Marie McCollum Trust et al	BRIM Oil and Gas Co.	1/2/2013	688	269	Montague
John A. Palumbo	WBH Energy Partners, LLC	3/25/2013	688	291	Montague
James C. Vanbebber, III	WBH Energy Partners, LLC	2/1/2013	695	261	Montague
Gary Wayne Vanbebber	WBH Energy Partners, LLC	2/1/2013	695	262	Montague
Jalinda M. Ruiz	WBH Energy Partners, LLC	2/1/2013	695	263	Montague
Sheryl Barton	WBH Energy Partners, LLC	2/1/2013	695	264	Montague
Choctaw Energy, Ltd.	WBH Energy Partners, LLC	6/5/2013	701	667	Montague
EOG Resources, Inc.	WBH Energy Partners, LLC	4/4/2014	750	400	Montague
WBH Energy Partners, LLC	WBH Energy, LP	6/25/2014	758	253	Montague

Tract D-4

Everett Snow	EOG Resources, Inc.	4/4/2008	439	494	Montague
Ken Snow	EOG Resources, Inc.	4/4/2008	439	497	Montague
Doyle Ray Snow	EOG Resources, Inc.	4/4/2008	439	501	Montague
Patsy Immel	EOG Resources, Inc.	4/4/2008	439	503	Montague
Verna Snow Tschoerner	EOG Resources, Inc.	4/4/2008	439	511	Montague
Pauline Odom Curry	EOG Resources, Inc.	4/4/2008	439	532	Montague
Ruth Ann Spencer	EOG Resources, Inc.	4/4/2008	441	158	Montague
Evelyn Hardison Stewart	EOG Resources, Inc.	4/4/2008	449	714	Montague
Melvin Arlan Snow	EOG Resources, Inc.	4/5/2013	673	728	Montague
Robert Snow	EOG Resources, Inc.	4/5/2013	675	648	Montague
Laura J. Snow	EOG Resources, Inc.	4/5/2013	675	655	Montague
Sherry Fisher	EOG Resources, Inc.	4/5/2013	675	658	Montague
David Snow	EOG Resources, Inc.	4/5/2013	675	661	Montague
DeAnna Suedmeyer	EOG Resources, Inc.	1/13/2014	742	898	Montague
Joe Shewmake	EOG Resources, Inc.	5/6/2014	751	328	Montague

Exhibit A

Charles Shewmake	EOG Resources, Inc.	5/6/2014	751	331	Montague
June Croushorn	EOG Resources, Inc.	5/6/2014	751	334	Montague
Sheila Guckian	EOG Resources, Inc.	5/6/2014	751	337	Montague
Brad Flaska	EOG Resources, Inc.	5/6/2014	751	340	Montague
Billie Harrison	EOG Resources, Inc.	5/6/2014	753	61	Montague
Bobby Charles Shewmake	EOG Resources, Inc.	5/6/2014	753	64	Montague
Metha Shewmake, Jr.	EOG Resources, Inc.	5/6/2014	753	67	Montague
Joy Shewmake	EOG Resources, Inc.	5/6/2014	753	70	Montague
Mitzi Shewmake Shield	EOG Resources, Inc.	5/6/2014	753	73	Montague

Tract D-5

Earley LaRue Smith Vann	BRIM Oil and Gas Co.	10/7/2009	499	239	Montague
Jack H. Smith et ux, Charlene	BRIM Oil and Gas Co.	10/7/2009	499	241	Montague
Jim Christanelli	BRIM Oil and Gas Co.	10/7/2009	499	242	Montague
Gertrude Smith Watkins	BRIM Oil and Gas Co.	10/7/2009	499	244	Montague
Kathee Jo Dwyer, Est of Nellie Smith Butts, dec'd	BRIM Oil and Gas Co.	10/7/2009	499	245	Montague
Est Mary June Cude, dec'd	BRIM Oil and Gas Co.	3/2/2011	560	25	Montague
Spears Thomas McCaskill	BRIM Oil and Gas Co.	12/5/2012	667	485	Montague
Peggy Peterson	WBH Energy Partners, LLC	2/25/2013	678	584	Montague
Debbie K. Adams Riggs	WBH Energy Partners, LLC	2/25/2013	678	585	Montague
Victor N. Bailey	WBH Energy Partners, LLC	2/25/2013	688	259	Montague
Reba Pyles	BRIM Oil and Gas Co.	12/21/2012	688	280	Montague
Tommie Sappington, for Heirs of Dorothy Elson and Bulah Pyles	WBH Energy Partners, LLC	5/29/2013	694	440	Montague
Tommie Sappington, Heirs of A.W. Davidson	WBH Energy Partners, LLC	12/20/2013	730	35	Montague

Tract D-6A

James & Frances Patterson, Patterson Family Living Trust	BRIM Oil and Gas Co.	10/7/2009	499	237	Montague
William E. & Linda F. Patterson Living Trust	BRIM Oil and Gas Co.	10/7/2009	499	238	Montague
Early Larue Smith Vann	BRIM Oil and Gas Co.	10/7/2009	499	239	Montague
Anna L. & Frank W. Graves, Graves Mineral Trust	BRIM Oil and Gas Co.	10/7/2009	499	240	Montague
Jack H. Smith et ux, Charlene Smith	BRIM Oil and Gas Co.	10/7/2009	499	241	Montague
Jim Christanelli, Inc.	BRIM Oil and Gas Co.	10/7/2009	499	242	Montague
Gertrude Smith Watkins	BRIM Oil and Gas Co.	10/7/2009	499	244	Montague
Kathee Jo Dwyer, Est of Nellie Smith Butts, dec'd	BRIM Oil and Gas Co.	10/7/2009	499	245	Montague
Francine Fish Rowe, Independent Executrix of the Esate of Ava Shaw Fish, Dec'd	BRIM Oil and Gas Co.	10/12/2009	499	246	Montague
Suzanne Fish Kinnebrew	BRIM Oil and Gas Co.	10/23/2009	499	247	Montague
Spears Thomas McCaskill, Jr.	BRIM Oil and Gas Co.	12/5/2012	667	485	Montague
Reba Pyles	BRIM Oil and Gas Co.	12/21/2012	688	280	Montague
Tommie Sappington, Heirs of Bulah Snow, William McGann, and Dorothy Elson	WBH Energy Partners, LLC	5/29/2013	694	432	Montague

Tract D-6B

Exhibit A

Earley LaRue Smith Vann	BRIM Oil and Gas Co.	10/7/2009	499	239	Montague
Jack H. Smith et ux, Charlene	BRIM Oil and Gas Co.	10/7/2009	499	241	Montague
Jim Christanelli, Inc.	BRIM Oil and Gas Co.	10/7/2009	499	242	Montague
Gertrude Smith Watkins	BRIM Oil and Gas Co.	10/7/2009	499	244	Montague
Kathee Jo Dwyer, Est of Nellie Smith Butts, dec'd	BRIM Oil and Gas Co.	10/7/2009	499	245	Montague
Est of Mary June Cude, dec'd	BRIM Oil and Gas Co.	3/2/2011	560	25	Montague
Spears Thomas McCaskill	BRIM Oil and Gas Co.	12/5/2012	667	485	Montague
Peggy Peterson	WBH Energy Partners, LLC	2/25/2013	678	584	Montague
Debbie K. Adams Riggs	WBH Energy Partners, LLC	2/25/2013	678	585	Montague
Victor N. Bailey	WBH Energy Partners, LLC	2/25/2013	688	259	Montague
Reba Pyles	BRIM Oil and Gas Co.	12/21/2012	688	280	Montague
Tommie Sappington, Heirs of Bulah Snow and Dorothy Elson	WBH Energy Partners, LLC	5/29/2013	694	438	Montague
Tommie Sappington, Heirs of A.W. Davidson	WBH Energy Partners, LLC	12/20/2013	730	35	Montague

Unit E**Tract E-1**

Robert Lee Walker	EOG Resources, Inc.	1/19/2010	507	214	Montague
Don C. Denman	EOG Resources, Inc.	4/21/2010	517	510	Montague
James S. Fry	EOG Resources, Inc.	4/28/2010	518	877	Montague
Linda Setser	EOG Resources, Inc.	4/27/2010	518	887	Montague
John H. Fry	EOG Resources, Inc.	4/28/2010	518	893	Montague
Louis T. Coulson, III	EOG Resources, Inc.	5/28/2010	524	420	Montague
Janet S. Coulson	EOG Resources, Inc.	5/28/2010	526	206	Montague
Shirley J. Coulson	EOG Resources, Inc.	5/28/2010	526	221	Montague
Robert N. Coulson	EOG Resources, Inc.	5/28/2010	530	366	Montague
Dennis R. Coulson	EOG Resources, Inc.	12/29/2011	610	455	Montague
Don W. Coulson	EOG Resources, Inc.	12/20/2011	610	457	Montague
Gary Glenn Grigsby	EOG Resources, Inc.	1/18/2012	610	479	Montague
Lisa Jewell	EOG Resources, Inc.	1/19/2012	610	481	Montague
Christy D. Miller	EOG Resources, Inc.	1/19/2012	610	483	Montague
Tim Grigsby Phillips	EOG Resources, Inc.	3/14/2012	619	67	Montague
Ralph Schultz	BRIM Oil and Gas Co.	4/1/2013	669	128	Montague
John K. Conger	BRIM Oil and Gas Co.	4/9/2013	672	532	Montague
Sue S. Coulson	BRIM Oil and Gas Co.	3/28/2013	672	533	Montague
Charlotte C. Lee	BRIM Oil and Gas Co.	4/1/2013	675	588	Montague
Stephen A. Urbanczyk	BRIM Oil and Gas Co.	6/19/2013	675	590	Montague
Kay L. Conger Johnson	BRIM Oil and Gas Co.	4/11/2013	675	591	Montague
Jay Neill Urbanczyk	BRIM Oil and Gas Co.	6/19/2013	678	571	Montague
John F. Hamma	BRIM Oil and Gas Co.	4/8/2013	678	575	Montague
Norma Coulson	BRIM Oil and Gas Co.	4/2/2013	678	576	Montague
James Brian Bidwell	BRIM Oil and Gas Co.	4/1/2013	688	35	Montague

Exhibit A

Lisa Ann Bidwell	BRIM Oil and Gas Co.	4/1/2013	688	36	Montague
Jana Ladd	BRIM Oil and Gas Co.	4/2/2013	688	37	Montague
Jacklynn E. Kidd Aughe	BRIM Oil and Gas Co.	4/30/2013	688	38	Montague
Laverne Legate Webb	BRIM Oil and Gas Co.	4/16/2013	688	43	Montague
Marvine C. Atkinson	BRIM Oil and Gas Co.	5/5/2013	688	44	Montague
Edward H. Smith, III and Mary Sue Smith	BRIM Oil and Gas Co.	4/4/2013	688	48	Montague
Miriam Edelman	BRIM Oil and Gas Co.	4/8/2013	688	49	Montague
Stephanie Hager Woody	BRIM Oil and Gas Co.	4/4/2013	688	55	Montague
Kenneth G. Hager	BRIM Oil and Gas Co.	4/4/2013	688	56	Montague
Mary Beth Kilhoffer	BRIM Oil and Gas Co.	4/4/2013	688	57	Montague
Virginia C. Vail	BRIM Oil and Gas Co.	4/17/2013	688	60	Montague
Tommie Sappington, Heirs of Lee Ann Reynolds	WBH Energy Partners, LLC	5/29/2013	694	446	Montague
Bobbi Jo Hager	BRIM Oil and Gas Co.	4/4/2013	695	368	Montague
Robert Timothy Coulson by AIF Melanie S. Coulson	EOG Resources, Inc.	5/24/2013	698	367	Montague
Melanie S. Coulson	EOG Resources, Inc.	5/24/2013	698	371	Montague
Spindletop Exploration Co., Inc.	BRIM Oil and Gas Co.	6/15/2013	701	685	Montague
Rebekah Jiminez	BRIM Oil and Gas Co.	8/20/2013	701	687	Montague
Rebekah Jiminez as Trustee of Bethany Little Trust	BRIM Oil and Gas Co.	8/20/2013	701	689	Montague
Jeffory Allan Fry	EOG Resources, Inc.	7/23/2013	707	490	Montague
Jerry Lee Fry	EOG Resources, Inc.	7/23/2013	707	493	Montague
Danny O. Coulson	BRIM Oil and Gas Co.	6/15/2013	709	448	Montague
Bethany Little	BRIM Oil and Gas Co.	6/15/2013	713	37	Montague
Eleanor Jo Klingman	BRIM Oil and Gas Co.	10/3/2013	717	9	Montague
Garry T. Bull	BRIM Oil and Gas Co.	10/3/2013	728	170	Montague
Tommie Sappington, Heirs of Daniel Coulson and SW Lighthouse for the Blind	WBH Energy Partners, LLC	12/20/2013	730	38	Montague
Patty Jean Schultz Durst	WBH Energy Partners, LLC	10/29/2014	777	838	Montague
Sherry Suzanne Schultz Stacker	WBH Energy Partners, LLC	10/29/2014	779	803	Montague
Judy Kay Schultz Palmer	WBH Energy Partners, LLC	10/29/2014	779	805	Montague
Gloria Gayle Johnson	WBH Energy Partners, LLC	10/29/2014	782	144	Montague
Kenneth Melvin Coulson	WBH Energy Partners, LLC	10/29/2014	785	320	Montague

Tract E-1A

Marie McCollum Trust	EOG Resources, Inc.	5/20/2010	533	159	Montague
----------------------	---------------------	-----------	-----	-----	----------

Tract E-2

Perle Baird	EOG Resources, Inc.	5/8/2012	627	420	Montague
Donald Lynn Busby	EOG Resources, Inc.	5/8/2012	627	421	Montague
Ralph H. Echols, III	EOG Resources, Inc.	6/28/2012	637	106	Montague
Barbara Pace Kieschnick	EOG Resources, Inc.	6/28/2012	637	107	Montague
Michael Kevin Murphy	EOG Resources, Inc.	6/28/2012	637	108	Montague
Carole Pace White	EOG Resources, Inc.	6/28/2012	637	109	Montague

Exhibit A

Phyllis Jane Young	EOG Resources, Inc.	6/28/2012	637	110	Montague
Gail Godfrey Yager Exempt Trust	EOG Resources, Inc.	7/24/2012	639	496	Montague
Gaines Loros Godfrey Exempt Trust	EOG Resources, Inc.	7/24/2012	639	498	Montague
Larry Dean Busby	Oconee Limited Partnership	7/12/2012	643	808	Montague
Jeanette Lynn McCollister a/k/a Jeanette Lynn Deinard	EOG Resources, Inc.	7/2/2012	644	576	Montague
Frost Bank, Agent for Elizabeth K. Burchard	EOG Resources, Inc.	9/26/2012	653	529	Montague
Elizabeth K. Burchard Revocable Inter Vivos Trust	EOG Resources, Inc.	9/26/2012	653	529	Montague
Virginia Schilz Revocable Trust	EOG Resources, Inc.	9/26/2012	653	529	Montague
Milam Sons' Minerals	WBH Energy Partners, LLC	3/7/2013	695	267	Montague
Phillip H. Viles, Jr.	WBH Energy Partners, LLC	4/9/2013	695	268	Montague
Steveco Trust, Trustee George J. Stevenson	WBH Energy Partners, LLC	4/9/2013	695	269	Montague
Terrance Lesh Murphy	EOG Resources, Inc.	10/22/2013	697	279	Montague
Lesh-Thompson Family Ltd. Partnership	EOG Resources, Inc.	10/22/2013	697	282	Montague
Robert H. Rucker Trust, Trustee Sonja Rucker	WBH Energy Partners, LLC	8/1/2013	712	343	Montague
Deer Creek II	WBH Energy Partners, LLC	9/26/2013	718	569	Montague
Creed Leasing Co.	WBH Energy, LP	5/1/2014	758	246	Montague
Dora McCollister	WBH Energy Partners, LLC	7/16/2014	762	817	Montague
James McCollister, IV	WBH Energy Partners, LLC	7/16/2014	762	819	Montague

Tract E-3

Tom Miller	EOG Resources, Inc.	11/26/2007	423	235	Montague
Linda Walker	EOG Resources, Inc.	11/26/2007	423	376	Montague
Kenneth Schaaake	EOG Resources, Inc.	11/26/2007	423	409	Montague
Sharon Lynn Maxey	EOG Resources, Inc.	11/26/2007	427	488	Montague
Jerry Miller	EOG Resources, Inc.	11/26/2007	431	333	Montague
Fritz Lanham Lyne, Jr.	EOG Resources, Inc.	4/23/2012	623	414	Montague
Paul P. Steed, Jr.	EOG Resources, Inc.	4/23/2012	623	415	Montague
Patricia L. Steed	EOG Resources, Inc.	5/8/2012	624	751	Montague
Marilyn Steed Stafford	EOG Resources, Inc.	4/25/2012	626	184	Montague
Steed Family Ltd. Partnership	EOG Resources, Inc.	5/2/2012	627	422	Montague
Est of Richard Steed	EOG Resources, Inc.	5/2/2012	627	423	Montague
Kimberly Hanks	EOG Resources, Inc.	4/23/2012	630	627	Montague
Lindsey Hanks	EOG Resources, Inc.	4/23/2012	630	628	Montague
Steed Bowersock	EOG Resources, Inc.	4/26/2012	630	631	Montague
Kimberly Bowersock Miller	EOG Resources, Inc.	4/26/2012	630	632	Montague
William Michael Steed	EOG Resources, Inc.	6/28/2012	636	454	Montague
Nan Kirkendahl	EOG Resources, Inc.	10/25/2012	645	32	Montague
Roger Hanks	EOG Resources, Inc.	10/25/2012	645	37	Montague
Barbara Tugman	EOG Resources, Inc.	10/25/2012	645	52	Montague
Adrian Walker	EOG Resources, Inc.	10/25/2012	648	718	Montague
Stephen Ray Walker	EOG Resources, Inc.	10/25/2012	648	723	Montague

Exhibit A

Kathleen Summers Brown	EOG Resources, Inc.	11/2/2012	651	407	Montague
Joe Summers	EOG Resources, Inc.	11/2/2012	651	411	Montague
Robert Summers	EOG Resources, Inc.	11/2/2012	651	413	Montague
Robin Rugg Trause	EOG Resources, Inc.	10/25/2012	651	417	Montague
Graham Young	EOG Resources, Inc.	10/25/2012	651	419	Montague
Penny Shipley	EOG Resources, Inc.	10/25/2012	651	421	Montague
Robert Douglas Farner	EOG Resources, Inc.	9/6/2012	654	239	Montague
Madeline Boaze	BRIM Oil and Gas Co.	1/22/2013	678	570	Montague
William Bruce Hooke	BRIM Oil and Gas Co.	1/22/2013	678	574	Montague
Tommie Sappington, Heirs of John Shipler, Inez Cooper and Suzanne Steed	WBH Energy Partners, LLC	5/29/2013	694	436	Montague
Robert H. Rucker Revocable Trust, Trustee Sonja Rucker	WBH Energy Partners, LLC	8/1/2013	712	343	Montague

Tract E-4A

Sherwood Myrtle Foster Home for Children, Glenn Newberry	1st Southwest Consultants	7/21/2008	451	669	Montague
Suzanne Russell	1st Southwest Consultants	7/17/2008	451	672	Montague
William C. Cady	1st Southwest Consultants	7/17/2008	451	687	Montague
George Olson	1st Southwest Consultants	7/17/2008	451	690	Montague
LaRue Black Williams	1st Southwest Consultants	7/17/2008	451	697	Montague
Ann Olson Hultman	1st Southwest Consultants	7/17/2008	451	718	Montague
Lara Roberta Black Marlin	1st Southwest Consultants	7/17/2008	454	168	Montague
Ben V. Martin	EOG Resources, Inc.	2/26/2010	511	595	Montague
First United Methodist Church of Bowie	EOG Resources, Inc.	4/15/2010	517	529	Montague
Bowie Educational Foundation	EOG Resources, Inc.	5/14/2010	520	36	Montague
Ben V. Martin remainderman for Norah K. Hooper	EOG Resources, Inc.	1/11/2011	554	565	Montague
Dallas Lighthouse for the Blind, Inc.	EOG Resources, Inc.	1/4/2011	554	598	Montague
Danny D. Whitaker	EOG Resources, Inc.	12/29/2011	610	460	Montague
Desert Partners IV, LP	WBH Energy Partners, LLC	5/31/2013	678	572	Montague
Basin Oil and Gas, LLC	WBH Energy Partners, LLC	5/31/2013	688	39	Montague
Bill Howard	WBH Energy Partners, LLC	5/31/2013	688	41	Montague
Methodist Childrens Home	WBH Energy Partners, LLC	6/23/2013	688	58	Montague
Vaquero Royalty, LLC	WBH Energy Partners, LLC	5/31/2013	695	369	Montague
Cleta Faye Morrison	WBH Energy Partners, LLC	9/12/2013	703	701	Montague
Wayne Beck et ux, Tommie	EOG Resources, Inc.	9/11/2013	705	518	Montague
Robert D. Beck	EOG Resources, Inc.	9/11/2013	707	442	Montague
Verlon Dale Richey a/k/a Vicki D Richey	WBH Energy Partners, LLC	9/12/2013	714	308	Montague
William Holbert Martin	WBH Energy Partners, LLC	11/7/2013	728	172	Montague
Miriam Virginia Lance	WBH Energy Partners, LLC	11/7/2013	728	174	Montague
Roberta LaCroix Barnes	WBH Energy Partners, LLC	11/7/2013	730	360	Montague
Mary E. Fuller a/k/a Mary Elizabeth Martin Fuller	WBH Energy Partners, LLC	1/27/2014	737	614	Montague
Margaret Jane Cooper	WBH Energy Partners, LLC	1/27/2014	737	616	Montague

Exhibit A

RidgeRocktx, LLC	WBH Energy Partners, LLC	1/29/2014	739	163	Montague
Eleanor P. Hummel	WBH Energy Partners, LLC	1/27/2014	740	544	Montague
April Bridges	WBH Energy Partners, LLC	3/11/2014	750	421	Montague
Texas Scottish Hospital for Crippled Children	WBH Energy Partners, LLC	7/15/2014	763	446	Montague

Tract E-4B

Judy Waggoner Lambert	EOG Resources, Inc.	3/24/2011	562	900	Montague
Richard M. Waggoner	EOG Resources, Inc.	3/24/2011	564	315	Montague
Thomas J. Waggoner III	EOG Resources, Inc.	3/24/2011	567	173	Montague
John S. Waggoner	EOG Resources, Inc.	3/24/2011	571	332	Montague
Penney Shipley	EOG Resources, Inc.	8/12/2011	583	204	Montague
Kimberly Hanks	EOG Resources, Inc.	8/17/2011	586	73	Montague
Lindsey Hanks	EOG Resources, Inc.	8/17/2011	591	884	Montague
Kathleen Summers Brown	BRIM Oil and Gas Co.	7/17/2013	669	123	Montague
Robert Marshall Summers	BRIM Oil and Gas Co.	6/16/2013	669	125	Montague
Joe Wilburn Summers	BRIM Oil and Gas Co.	5/9/2013	669	126	Montague
Robin Rugg Trause	WBH Energy Partners, LLC	2/12/2013	675	582	Montague
Stephen Ray Walker	WBH Energy Partners, LLC	10/21/2013	675	584	Montague
Barbara Tugman	WBH Energy Partners, LLC	2/12/2013	675	585	Montague
Gordon T. West, Jr.	BRIM Oil and Gas Co.	6/18/2013	675	587	Montague
Nan Robertson Kirkendahl	WBH Energy Partners, LLC	2/12/2013	678	577	Montague
Graham Hanks Young a/k/a Alice Graham Young	WBH Energy Partners, LLC	10/21/2013	678	579	Montague
Adrian Acker Walker	WBH Energy Partners, LLC	10/21/2013	678	580	Montague
Roger Claxton Hanks, Jr.	WBH Energy Partners, LLC	10/21/2013	678	581	Montague
Tina Roberts Gilland Trust	WBH Energy Partners, LLC	11/20/2013	695	371	Montague
Roy Roberts Trust	WBH Energy Partners, LLC	11/20/2013	695	372	Montague
Terry Lee Roberts Trust	WBH Energy Partners, LLC	11/20/2013	695	373	Montague
Roberts Family Living Trust, Trustee Terry Lee Roberts	WBH Energy Partners, LLC	11/20/2013	695	374	Montague

Unit W**Tract W-1**

Thomas C. Newsom, Jr.	EOG Resources, Inc.	4/18/2013	687	10	Montague
Malinda A. Croxton	EOG Resources, Inc.	4/18/2013	688	385	Montague
Mildred A. Morgan	EOG Resources, Inc.	4/18/2013	688	387	Montague

Tract W-2

Walter C. Clark	EOG Resources, Inc.	5/24/2010	523	732	Montague
William B. Clark, Jr.	EOG Resources, Inc.	5/24/2010	523	733	Montague

Exhibit A

James Garfield Clark, III	EOG Resources, Inc.	7/1/2010	524	864	Montague
John Thomas Clark	EOG Resources, Inc.	7/1/2010	524	865	Montague
David Caswell et ux, Alberta	EOG Resources, Inc.	6/15/2010	527	72	Montague
Est of Elmer Caswell, dec'd	EOG Resources, Inc.	6/15/2010	527	73	Montague
Frances Caswell	EOG Resources, Inc.	6/15/2010	527	75	Montague
Gary Caswell et ux, Shari	EOG Resources, Inc.	6/15/2010	527	76	Montague
Norman Caswell	EOG Resources, Inc.	6/15/2010	527	77	Montague
William L. Caswell	EOG Resources, Inc.	6/15/2010	527	78	Montague
Gary Don Geurin et ux, Delores	EOG Resources, Inc.	6/15/2010	527	92	Montague
Kelly D. Geurin et ux, Tina	EOG Resources, Inc.	6/15/2010	527	93	Montague
Wayne R. Grewing et ux, Peggy	EOG Resources, Inc.	6/15/2010	527	687	Montague
Wayne R. Grewing Oil and Gas, LLC	EOG Resources, Inc.	6/15/2010	531	408	Montague
Jennifer Joy Clark	EOG Resources, Inc.	6/1/2010	532	427	Montague
Jennifer Joy Clark, Agent for Joel Scott Clark	EOG Resources, Inc.	6/1/2010	532	428	Montague
Justin David Clark	EOG Resources, Inc.	6/1/2010	532	430	Montague

Tract W-3

Janis L. Rubenacher	EOG Resources, Inc.	7/28/2010	532	455	Montague
Edward Lee Carnett	EOG Resources, Inc.	7/28/2010	532	471	Montague
Robert D. Carnett	EOG Resources, Inc.	7/28/2010	533	670	Montague

Tract W-4

David B. Grafe	EOG Resources, Inc.	7/20/2010	531	375	Montague
Kay Rigby Grafe	EOG Resources, Inc.	7/20/2010	532	492	Montague
Mary Grafe Warren	EOG Resources, Inc.	7/20/2010	533	719	Montague

McCall A North**TRACT 1**

Barbara Scott & Glen Cox	Bra-De Oil & Gas, Inc.	10/25/2013	709	285	Montague
Margitta Waldie	Bra-De Oil & Gas, Inc.	10/24/2007	415	470	Montague
Harold L. Looney Jr	EOG Resources, Inc.	1/1/2008	438	6	Montague
Francis Fenoglio	Bra-De Oil & Gas, Inc.	10/24/2010	545	437	Montague
J.D. Tadlock, Jr.	EOG Resources, Inc.	10/25/2011	597	183	Montague
Roy W. Stewart	EOG Resources, Inc.	10/25/2011	597	185	Montague
Betty Whitley	EOG Resources, Inc.	10/25/2011	597	187	Montague
Polly Hampton Tadlock	EOG Resources, Inc.	10/4/2011	597	189	Montague
Connie Tadlock Yates	EOG Resources, Inc.	10/4/2011	597	191	Montague
Marilyn Tadlock Ellis	EOG Resources, Inc.	10/25/2011	597	193	Montague
Herma Jo Tadlock Kays - by Connie Tadlock, AIF	EOG Resources, Inc.	10/4/2011	597	195	Montague
Randy Whitmore	EOG Resources, Inc.	10/25/2011	601	32	Montague

Exhibit A

Carolyn Freed	EOG Resources, Inc.	10/25/2011	601	34	Montague
EOG Resources, Inc.	WBH Energy Partners, LLC	3/20/2012	621	846	Montague
Equity Trust Company f/b/o David A. Fenoglio	WBH Energy Partners, LLC	4/23/2012	628	616	Montague
Regions Bank - Trustee Lee H. Vaughn Testamentary	WBH Energy Partners, LLC	9/24/2012	654	902	Montague

TRACT 2

Robert H. Fenoglio	WBH Energy Partners, LLC	7/23/2013	701	715	Montague
DLM Family Investments, LP	WBH Energy Partners, LLC	7/28/2013	701	710	Montague
Edward A. Fenoglio	WBH Energy Partners, LLC	8/28/2013	703	699	Montague
James Dan Fenoglio	WBH Energy Partners, LLC	8/8/2013	703	703	Montague
Cecil Webb, Individually/Executor Est. Mary Fenoglio	Bra-De Oil & Gas, Inc.	9/22/2010	537	303	Montague
William Henry Fenoglio, Jr.	Bra-De Oil & Gas, Inc.	9/21/2010	539	439	Montague
Scott Allan Langan	Bra-De Oil & Gas, Inc.	9/30/2010	539	459	Montague
Montague Resources, Inc.	Bra-De Oil & Gas, Inc.	2/8/2011	559	331	Montague
John Stephen Fenoglio	EOG Resources, Inc.	7/12/2011	577	736	Montague
Catherine Anne Fenoglio Martin	EOG Resources, Inc.	7/12/2011	577	739	Montague
Michael E. Fenoglio, by Deborah Fenoglio AIF	EOG Resources, Inc.	7/12/2011	577	742	Montague
EOG Resources, Inc.	WBH Energy Partners, LLC	3/20/2012	621	847	Montague
Jerry Dan Davis	Bra-De Oil & Gas, Inc.	4/30/2012	626	583	Montague
Elaine Nobile Garrett	WBH Energy Partners, LLC	4/25/2012	628	615	Montague
Glynn Nobile	Bra-De Oil & Gas, Inc.	5/23/2012	629	140	Montague
Randy Nobile	Bra-De Oil & Gas, Inc.	5/4/2012	629	142	Montague
Lynn Nobile	WBH Energy Partners, LLC	4/25/2012	631	86	Montague
Darlene Tompkins	Bra-De Oil & Gas, Inc.	5/23/2012	633	433	Montague
Donald Ray Fenoglio	Bra-De Oil & Gas, Inc.	9/22/2010	537	312	Montague
Patricia Ann Fenoglio Nix	Bra-De Oil & Gas, Inc.	9/21/2010	537	319	Montague
Carole Sue Fenoglio	Bra-De Oil & Gas, Inc.	9/21/2010	537	322	Montague
John Thomas Fenoglio	Bra-De Oil & Gas, Inc.	9/21/2010	537	324	Montague
Thomas Lyndon Fenoglio	Bra-De Oil & Gas, Inc.	9/22/2010	537	328	Montague
Kyla Keck Hamilton	Bra-De Oil & Gas, Inc.	9/22/2010	537	331	Montague
Glenn Fenoglio Clay	Bra-De Oil & Gas, Inc.	9/22/2010	537	334	Montague
Koni Kyann Keck Jones	Bra-De Oil & Gas, Inc.	9/22/2010	537	337	Montague

TRACT 3

EOG Resources, Inc.	WBH Energy Partners, LLC	3/20/2012	621	845	Montague
DLM Family Investments, LP	WBH Energy Partners, LLC	7/28/2013	701	710	Montague
Robert H. Fenoglio	WBH Energy Partners, LLC	7/23/2013	701	715	Montague
James Dan Fenoglio	WBH Energy Partners, LLC	8/8/2013	703	703	Montague

Exhibit A

Edward A. Fenoglio	WBH Energy Partners, LLC	8/28/2013	703	699	Montague
--------------------	--------------------------	-----------	-----	-----	----------

TRACT 4

Penny Ann Wild et al	WBH Energy Partners, LLC	9/15/2013	712	311	Montague
----------------------	--------------------------	-----------	-----	-----	----------

Timothy A. Scott et al	WBH Energy Partners, LLC	9/15/2013	713	56	Montague
------------------------	--------------------------	-----------	-----	----	----------

TRACTS 5, 6 & 7

Robert M. Storey	Jacob A. Warnock Inc.	9/1/2010	535	276	Montague
------------------	-----------------------	----------	-----	-----	----------

Gayle Marie Storey	Jacob A. Warnock Inc.	9/1/2010	535	278	Montague
--------------------	-----------------------	----------	-----	-----	----------

Suzanne Storey	Jacob A. Warnock Inc.	9/1/2010	535	280	Montague
----------------	-----------------------	----------	-----	-----	----------

Rosemary McCall Wingate et al	Jacob A. Warnock Inc.	9/1/2010	535	284	Montague
-------------------------------	-----------------------	----------	-----	-----	----------

William Mark Storey	Jacob A. Warnock Inc.	9/1/2010	535	286	Montague
---------------------	-----------------------	----------	-----	-----	----------

The McCall Family Trust, C. S. McCall, Trustee	Jacob A. Warnock Inc.	9/1/2010	535	292	Montague
--	-----------------------	----------	-----	-----	----------

James Michael Storey	Jacob A. Warnock Inc.	9/1/2010	535	294	Montague
----------------------	-----------------------	----------	-----	-----	----------

Josephine Storey Bybee	Jacob A. Warnock Inc.	9/1/2010	535	299	Montague
------------------------	-----------------------	----------	-----	-----	----------

John Thomas Fenoglio	Bra-De Oil & Gas, Inc.	6/11/2012	633	175	Montague
----------------------	------------------------	-----------	-----	-----	----------

Carole Sue Fenoglio	Bra-De Oil & Gas, Inc.	6/11/2012	633	435	Montague
---------------------	------------------------	-----------	-----	-----	----------

Patricia Fenoglio Nix	Bra-De Oil & Gas, Inc.	6/11/2012	636	143	Montague
-----------------------	------------------------	-----------	-----	-----	----------

William Henry Fenoglio	Bra-De Oil & Gas, Inc.	6/11/2012	642	495	Montague
------------------------	------------------------	-----------	-----	-----	----------

DLM Family Investments, LP	WBH Energy Partners, LLC	7/28/2013	701	710	Montague
----------------------------	--------------------------	-----------	-----	-----	----------

Robert H. Fenoglio	WBH Energy Partners, LLC	7/23/2013	701	715	Montague
--------------------	--------------------------	-----------	-----	-----	----------

Edward A. Fenoglio	WBH Energy Partners, LLC	8/28/2013	703	699	Montague
--------------------	--------------------------	-----------	-----	-----	----------

James Dan Fenoglio	WBH Energy Partners, LLC	8/8/2013	703	703	Montague
--------------------	--------------------------	----------	-----	-----	----------

Tract 8

Cecil Webb, Ind. & IE Estate of Mary Elizabeth Fenoglio Webb	Bra-De Oil & Gas, Inc.	9/22/2010	537	303	Montague
--	------------------------	-----------	-----	-----	----------

Donald Ray Fenoglio	Bra-De Oil & Gas, Inc.	9/22/2010	537	312	Montague
---------------------	------------------------	-----------	-----	-----	----------

Patricia Ann Fenoglio Nix	Bra-De Oil & Gas, Inc.	9/21/2010	537	319	Montague
---------------------------	------------------------	-----------	-----	-----	----------

Carole Sue Fenoglio	Bra-De Oil & Gas, Inc.	9/21/2010	537	322	Montague
---------------------	------------------------	-----------	-----	-----	----------

John Thomas Fenoglio	Bra-De Oil & Gas, Inc.	9/21/2010	537	324	Montague
----------------------	------------------------	-----------	-----	-----	----------

Thomas Lyndon Fenoglio	Bra-De Oil & Gas, Inc.	9/22/2010	537	328	Montague
------------------------	------------------------	-----------	-----	-----	----------

Kyla Keck Hamilton	Bra-De Oil & Gas, Inc.	9/22/2010	537	331	Montague
--------------------	------------------------	-----------	-----	-----	----------

Glenna Fenoglio Clay	Bra-De Oil & Gas, Inc.	9/22/2010	537	334	Montague
----------------------	------------------------	-----------	-----	-----	----------

Koni Kyann Keck Jones	Bra-De Oil & Gas, Inc.	9/22/2010	537	337	Montague
-----------------------	------------------------	-----------	-----	-----	----------

William Henry Fenoglio, Jr.	Bra-De Oil & Gas, Inc.	9/21/2010	539	439	Montague
-----------------------------	------------------------	-----------	-----	-----	----------

Scott Allan Langan	Bra-De Oil & Gas, Inc.	9/30/2010	539	459	Montague
--------------------	------------------------	-----------	-----	-----	----------

Montague Resources, LLC	Bra-De Oil & Gas, Inc.	2/8/2011	559	331	Montague
-------------------------	------------------------	----------	-----	-----	----------

John Stephen Fenoglio	EOG Resources, Inc.	7/12/2011	577	736	Montague
-----------------------	---------------------	-----------	-----	-----	----------

Catherine Ann Martin	EOG Resources, Inc.	7/12/2011	577	739	Montague
----------------------	---------------------	-----------	-----	-----	----------

Michael E. Fenoglio by Deborah R. Fenoglio POA	EOG Resources, Inc.	7/12/2011	577	742	Montague
--	---------------------	-----------	-----	-----	----------

Exhibit A

Randy Nobile	Bra-De Oil & Gas, Inc.	5/24/2012	629	138	Montague
Glynn Nobile	EOG Resources, Inc.	5/23/2012	629	140	Montague
Edward A. Fenoglio	Bra-De Oil & Gas, Inc.	5/31/2012	630	40	Montague
Lynn Nobile	EOG Resources, Inc.	5/31/2012	632	182	Montague
Elaine Nobile Garrett	EOG Resources, Inc.	5/31/2012	632	185	Montague
Darlene Tompkins	Bra-De Oil & Gas, Inc.	5/23/2012	633	433	Montague
Jerry Dan Davis	Bra-De Oil & Gas, Inc.	6/22/2012	636	141	Montague
James Dan Fenoglio	EOG Resources, Inc.	7/3/2012	637	755	Montague
Robert H. Fenoglio	EOG Resources, Inc.	7/3/2012	637	759	Montague
DLM Family Investments, Ltd.	EOG Resources, Inc.	7/3/2012	637	775	Montague
EOG Resources, Inc.	WBH Energy Partners, LLC	4/4/2014	750	426	Montague

McCall A South**Block 16**

Mark Steven Sadler	WBH Energy Partners, LLC	4/17/2012	624	673	Montague
James Michael Sadler	WBH Energy Partners, LLC	10/2/2012	653	429	Montague
Holly Jane Letz	WBH Energy Partners, LLC	4/14/2012	653	430	Montague

Block 17

First Republic Investment Corporation	WBH Energy Partners, LLC	4/23/2012	622	363	Montague
---------------------------------------	--------------------------	-----------	-----	-----	----------

Block 21

Equity Trust Company, as Custodian FBO David A. Fenoglio, IRA	WBH Energy Partners, LLC	4/23/2012	628	621	Montague
Jimmy DeWayne Poston	WBH Energy Partners, LLC	7/23/2012	643	614	Montague
Jeremy Don Poston	WBH Energy Partners, LLC	7/23/2012	643	610	Montague
Rickey Vann	WBH Energy Partners, LLC	5/23/2012	628	617	Montague
William Louis Vann	WBH Energy Partners, LLC	5/23/2012	631	89	Montague
William Louis Vann, Guardian of Timothy Leon Vanover, Incapacitated person	WBH Energy Partners, LLC	5/23/2012	631	87	Montague
Devon Carminati	WBH Energy Partners, LLC	7/18/2012	643	622	Montague
Leslie Lynn Wood Investment Trust, by Leslie Lynn Wood, Co-Trustee and Donna Gail Wood, Co-Trustee	WBH Energy Partners, LLC	5/15/2012	628	619	Montague
Billy R. Carminati and wife, Jo E. Carminati	WBH Energy Partners, LLC	7/12/2012	643	618	Montague

Block 25

John Shipler and Anthony Fenoglio	Wrather Petroleum Corporation	11/16/1951	338	46	Montague
C. D. Meador, W. E. Meador, and S. T. Meador	Wrather Petroleum Corporation	12/5/1951	344	156	Montague

Exhibit A

Browning Trust - Waggoner Bank

TRACT 1

Browning Children's Management Trust	WBH Energy Partners, LLC	8/27/2012	648	463	Montague
--------------------------------------	--------------------------	-----------	-----	-----	----------

TRACT 2

Browning Childrens Management Trust	WBH Energy Partners LLC	8/27/2012	648	463	Montague
-------------------------------------	-------------------------	-----------	-----	-----	----------

TRACT 3

Browning Children's Management Trust	WBH Energy Partners, LLC	8/27/2012	648	463	Montague
--------------------------------------	--------------------------	-----------	-----	-----	----------

TRACT 4

Browning Children's Management Trust	WBH Energy Partners, LLC	8/27/2012	648	463	Montague
Jeanette D. Howell	WBH Energy Partners, LLC	11/12/2012	661	700	Montague
Elizabeth Ann Yahr	WBH Energy Partners, LLC	2/27/2013	688	66	Montague
Mary Lou Phillips	WBH Energy Partners, LLC	2/14/2014	744	644	Montague
Linda Gail Ricles	WBH Energy Partners, LLC	7/21/2014	762	829	Montague
Cheryl Ann Hubbard	WBH Energy Partners, LLC	7/21/2014	762	831	Montague
Kathleen Louella Handrick	WBH Energy Partners, LLC	7/21/2014	762	833	Montague
Billie Ruth Bledsoe by AIF, Sonia C. Dishman	WBH Energy Partners, LLC	7/22/2014	762	835	Montague
LaRue Howell Henry	WBH Energy Partners, LLC	9/2/2014	773	283	Montague
Julie Russell	WBH Energy Partners, LLC	10/8/2014	777	777	Montague
Cecil Lee Ellis, III	WBH Energy Partners, LLC	10/8/2014	777	779	Montague

TRACT 5

Browning Children's Management Trust	WBH Energy Partners, LLC	8/27/2012	648	463	Montague
--------------------------------------	--------------------------	-----------	-----	-----	----------

Milam Tracts

TRACT J

StevecoTrust, George Joseph Stevenson, Trustee	WBH Energy Partners, LLC	8/15/2013	713	47	Montague
--	--------------------------	-----------	-----	----	----------

Exhibit A

Milam Sons' Minerals, L.L.C., John B. Milam, Manager	WBH Energy Partners, LLC	8/15/2013	713	41	Montague
Phillip H. Viles, Jr.	WBH Energy Partners, LLC	8/15/2013	713	45	Montague
Deer Creek Oil & Gas	WBH Energy Partners LLC	9/26/2013	718	569	Montague
Sonja Rucker, Trustee Robert H. Rucker Revocable Trust	WBH Energy Partners, LLC	8/1/2013	712	343	Montague

TRACT N

Julee Levine Grodin	WBH Energy Partners, LLC	2/17/2014	754	72	Montague
Marsha Carol Levine	WBH Energy Partners, LLC	5/17/2014	754	68	Montague
Ronald Noel Levine Trust by Marsha C. Levine, Trustee	WBH Energy Partners, LLC	5/17/2014	754	66	Montague
Milam Sons' Minerals, LLC	WBH Energy Partners, LLC	8/15/2013	713	41	Montague
Philip H Viles, Jr	WBH Energy Partners, LLC	8/15/2013	713	45	Montague
Stevco Trust	WBH Energy Partners, LLC	8/15/2013	713	47	Montague
Deer Creek II, LLC	WBH Energy Partners, LLC	9/26/2013	718	569	Montague
Sonja Rucker Trustee, Robert H. Rucker Revocable Trust	WBH Energy Partners, LLC	8/1/2013	712	343	Montague
Justine Ingersoll Schwartz	WBH Energy Partners, LLC	9/8/2014	773	285	Montague
Eli Ingersoll	WBH Energy Partners, LLC	9/8/2014	773	287	Montague

TRACT C

Julee Levine Grodin	WBH Energy Partners, LLC	5/17/2014	754	72	Montague
Marsha Carol Levine	WBH Energy Partners, LLC	5/17/2014	754	68	Montague
The Ronald Noel Levine Trust	WBH Energy Partners, LLC	5/17/2014	754	66	Montague
Scott Allan Langan	WBH Energy Partners, LLC	5/5/2014	754	70	Montague
Milam Sons' Minerals, LLC, John B Milam, Manager	WBH Energy Partners, LLC	8/15/2013	713	41	Montague
Philip H Viles Jr	WBH Energy Partners, LLC	8/15/2013	713	45	Montague
Steveco Trust, George Joseph Stevenson, Trustee	WBH Energy Partners, LLC	8/15/2013	713	47	Montague
Sanford P. Fagadau	WBH Energy Partners, LLC	5/16/2014	762	748	Montague

TRACT H

Steveco Trust	WBH Energy Partners, LLC	8/15/2013	713	47	Montague
Milam Sons' Minerals	WBH Energy Partners, LLC	8/15/2013	713	41	Montague
Phillip H. Viles, Jr.	WBH Energy Partners, LLC	8/15/2013	713	45	Montague

TRACT S.A. Mills

Milam Sons' Minerals, LLC	WBH Energy Partners, LLC	8/15/2013	713	43	Montague
---------------------------	--------------------------	-----------	-----	----	----------

Exhibit A

Skidmore

TRACT SM-4

Carolyn Carpenter Bowman	WBH Energy Partners, LLC	3/28/2014	748	857	Montague
Mildred Shepherd Ward	WBH Energy Partners, LLC	9/27/2013	750	382	Montague
Anna Schronce Cooke, Life Estate & Kimberly Cooke, Remainderman	David Little, LLC	11/1/2013	729	873	Montague
Carl Kennie Parker, Jr.	David Little, LLC	11/1/2013	729	875	Montague
Tony Clay	David Little, LLC	9/27/2013	724	115	Montague
Daniel Austin Banks and Robin Ward Banks	David Little, LLC	9/27/2013	719	558	Montague
Frances Ward Settlemeyre	David Little, LLC	9/27/2013	714	336	Montague
Ricky E. Ward	David Little, LLC	9/27/2013	729	877	Montague
Vance David Ward and Jacquelyn L. Ward	David Little, LLC	9/27/2013	719	560	Montague
Robert Joe Ward, Jr. and wife, Wanda K. McDaniel Ward	David Little, LLC	9/27/2013	735	223	Montague
James Carroll Ward	David Little, LLC	9/27/2013	731	155	Montague
Steve Alan Ward	David Little, LLC	9/27/2013	720	7	Montague
Estelle H. Ward	David Little, LLC	9/27/2013	720	9	Montague
Mildred Shepherd Ward	David Little, LLC	9/27/2013	720	430	Montague
Judy Gail Ward Burns and Dennis R. Burns	David Little, LLC	9/27/2013	720	11	Montague

TRACT SM-5

Clifton Scott Brinkley et al	Ventex Oil & Gas, Inc.	11/5/2010	526	105	Montague
------------------------------	------------------------	-----------	-----	-----	----------

TRACT SM-6

Pearl Ebensberger and A.C. Ebensberger	James E. Skidmore	1/10/1975	651	791	Montague
Roscoe Raymond and Frances Raymond	James E. Skidmore	1/10/1975	651	793	Montague

TRACT SM-7

W.H. Wood et al	James E. Skidmore	6/3/1976	675	863	Montague
Newmont Oil Company	Chief, Inc.	8/25/1977	687	557	Montague
Herman Wayne Tompkins and Jocie Belle Magee	James E. Skidmore	9/10/1974	641	169	Montague
George Constandine	James E. Skidmore	11/20/1973	641	553	Montague
Nick Anagnos	James E. Skidmore	11/20/1973	641	563	Montague
John N. Huff et al	James E. Skidmore	11/26/1973	641	558	Montague

TRACT SM-8

Herman Wayne Tompkins and Jocie Belle Magee	James E. Skidmore	9/10/1979	647	169	Montague
---	-------------------	-----------	-----	-----	----------

TRACT SM-9

Exhibit A

W.H. Wood et al	James E. Skidmore	6/3/1976	675	863	Montague
Newmont Oil Company	Chief, Inc.	8/25/1977	687	557	Montague
Herman Wayne Tompkins and Jocie Belle Magee	James E. Skidmore	9/10/1974	647	169	Montague
George Constandine	James E. Skidmore	11/20/1973	641	553	Montague
Nick Anagnos	James E. Skidmore	11/20/1973	641	563	Montague
Nancy Huff Gallagher et al	James E. Skidmore	11/26/1973	641	558	Montague

TRACT SM-10

Newmont Oil Company	Chief, Inc.	8/25/1977	687	557	Montague
George Constandine	James E. Skidmore	11/20/1973	641	553	Montague
Nick Anagnos	James E. Skidmore	11/20/1973	641	563	Montague
Nancy Huff Gallagher et al	James E. Skidmore	11/26/1973	641	558	Montague

Hayes

Peggy Sue Jones	PEBA Oil & Gas	3/6/2002	215	659	Montague
Zech C Dameron III et ux	EOG Resources	4/12/2010	517	428	Montague
Emily Beck Bonnet	1st Southwest	1/9/2007	391	852	Montague
Louis Byron Perryman	1st Southwest	1/29/2007	391	854	Montague
Robert Thurman Krueger	1st Southwest	2/8/2007	393	598	Montague
Carolyn Louise Wurzbach	1st Southwest	2/8/2007	393	614	Montague
Marolyn Perryman Lampman	1st Southwest	2/8/2007	393	662	Montague
Mark Allen Dortch	1st Southwest	7/23/2007	408	674	Montague
Sue Ann Miller	1st Southwest	7/23/2007	408	677	Montague
James Newton Dortch	1st Southwest	7/23/2007	408	680	Montague
Jane Marie Dortch	1st Southwest	7/23/2007	412	699	Montague
Nanette Dortch	WBH Energy Partners, LLC	5/29/2013	694	426	Montague
Zechariah C. Dameron, III and Janine C. Dameron	Tri-County Royalty Company, Inc.	10/6/2006	550	518	Montague
Zech C Dameron III and wife, Janine Dameron	EOG Resources	12/20/2010	551	103	Montague
Zech C Dameron III et ux	Joint Resources Company	4/22/2009	515	509	Montague
Beth A. Gilbert, Indiv. & as Trustee of Stanley L. Gilbert and Beth A. Gilbert Family Trust	Joint Resources Company	4/30/2009	515	513	Montague

Bowie-Wingate

Neil M Bowie et ux	Hollis R Sullivan	2/24/2006	349	884	Montague
Gladys B Morgan and Buford Brooks	GM Consulting	11/1/2005	366	501	Montague
Carmen D Smith	GM Consulting	11/1/2005	366	495	Montague
Rosemary & Carolyn McCall Wingate	GH Land Company	6/37/2000	170	578	Montague
Jandon Ltd	GM Consulting	4/8/2006	355	752	Montague
Thomas Hodges	GH Land Company	6/2/2000	167	871	Montague
Joan Evans	GH Land Company	6/1/2000	169	892	Montague
Patricia Ann Darrell et vir	GH Land Company	6/5/2000	168	32	Montague
Peggy Russell	GH Land Company	8/1/2000	171	787	Montague
Rosemary Wear	GH Land Company	8/1/2000	171	791	Montague

Exhibit A

William B Clark	GH Land Company	8/1/2000	172	244	Montague
Susan E Clark	GH Land Company	8/1/2000	172	750	Montague
Richard A Clark II	GH Land Company	8/1/2000	171	784	Montague
Mary Susan White	GH Land Company	8/1/2000	201	320	Montague
Karen Lynn Clark	GH Land Company	8/1/2000	201	317	Montague
Rosa Jane Neels et ux Charles J. Neels	GH Land Company	6/1/2000	167	892	Montague
Rosemary & Carolyn McCall Wingate	GH Land Company	6/27/2000	170	583	Montague
Joan Evans	GH Land Company	6/23/2000	169	667	Montague
Lewis C Webb	GH Land Company	6/23/2000	170	632	Montague
Marie Harill	GM Consulting	5/19/2006	358	259	Montague
Debrah Angelique Brouk	GM Consulting	5/19/2006	358	262	Montague

Clark Unit

Freddy J Davenport	GM Consulting	8/18/2006	366	898	Montague
Freddy J Davenport	GM Consulting	8/18/2006		666	Cooke
Charles Gaylon Thompson et ux	GM Consulting	7/28/2006	363	400	Montague
Charles Gaylon Thompson et ux	GM Consulting	7/28/2006	1598	660	Cooke
Wendell Thompson et ux	GM Consulting	7/28/2006	362	674	Montague
Wendell Thompson et ux	GM Consulting	7/28/2006	1598	573	Cooke
Verlayne Martin Greer Shugart	GM Consulting	7/27/2006	366	30	Montague
Verlayne Martin Greer Shugart	GM Consulting	7/27/2006	1598	651	Cooke
Donald R Griffin	GM Consulting	7/28/2006	363	908	Montague
Donald R Griffin	GM Consulting	7/28/2006	1598	720	Cooke
Candice Metcalf	GM Consulting	7/27/2006	366	38	Montague
Candice Metcalf	GM Consulting	7/27/2006	1598	744	Cooke
James Larry Martin et ux	GM Consulting	7/27/2006	366	38	Montague
James Larry Martin et ux	GM Consulting	7/27/2006	1598	633	Cooke
Rachel Williams	GM Consulting	7/28/2006	364	158	Montague
Rachel Williams	GM Consulting	7/28/2006	1598	764	Cooke
Carol Henry	GM Consulting	8/4/2006	364	146	Montague
Carol Henry	GM Consulting	8/4/2006	1598	725	Cooke
Stephanie Williams	GM Consulting	9/1/2006	363	405	Montague
Stephanie Williams	GM Consulting	9/1/2006	1598	769	Cooke
Terri Plumlee	GM Consulting	7/28/2006	362	683	Montague
Terri Plumlee	GM Consulting	7/28/2006	1598	580	Cooke
Carla Hennigan	GM Consulting	7/28/2006	364	150	Montague
Carla Hennigan	GM Consulting	7/28/2006	1598	730	Cooke
Linda Horton	GM Consulting	8/4/2006	364	417	Montague
Linda Horton	GM Consulting	8/4/2006	1598	735	Cooke
Mark Foster	GM Consulting	8/7/2006	364	154	Montague
Mark Foster	GM Consulting	8/7/2006	1598	715	Cooke
Jason Foster	GM Consulting	8/7/2006	364	413	Montague
Jason Foster	GM Consulting	8/7/2006	1598	710	Cooke
Alan Dale Ball	GM Consulting	9/1/2006	371	440	Montague

Exhibit A

110

Alan Dale Ball	GM Consulting	9/1/2006	1598	679	Cooke
Roy Lee Ball	GM Consulting	9/1/2006	370	278	Montague
Roy Lee Ball	GM Consulting	9/1/2006	1598	685	Cooke
Debra Roan	GM Consulting	8/15/2006	370	127	Montague
Debra Roan	GM Consulting	8/15/2006	1598	749	Cooke
Ashley Roan	GM Consulting	5/8/2008	496	184	Montague
Ashley Roan	GM Consulting	5/8/2008	1662	28	Cooke
John Westall Williams	GM Consulting	7/28/2006	362	679	Montague
John Westall Williams	GM Consulting	7/28/2006	1598	670	Cooke
Virginia T Clark	GM Exploration	4/24/2010	509	428	Montague
Lawerence B Jameson et al	WBH Energy Partners	12/1/2011	606	182	Montague
Micahel David Roberts	Zebra Investments	4/23/2004	368	116	Montague
Micahel David Roberts	Zebra Investments	38100	1436	772	Cooke
Joe Paul Roberts	Zebra Investments	4/23/2004	368	105	Montague
Joe Paul Roberts	Zebra Investments	4/23/2004	1325	387	Cooke
William Blake Jameson et al	Zebra Investments	4/23/2004	303	806	Montague
William Blake Jameson et al	Zebra Investments	4/23/2004	1338	378	Cooke
Robert Hanson et ux	Zebra Investments	8/20/2004	368	111	Montague
Robert Hanson et ux	Zebra Investments	8/20/2004	1436	767	Cooke
Lynda Jo Mock Langston	Zebra Investments	4/23/2004	368	108	Montague
Lynda Jo Mock Langston	Zebra Investments	4/23/2004	1325	384	Cooke
JC Donnell et ux	Zebra Investments	4/23/2004	368	101	Montague
JC Donnell et ux	Zebra Investments	4/23/2004	1325	390	Cooke
Julian Walterschied et ux	GM Consulting	3/27/2006	361	402	Montague
Weger Brothers LTD	WBH Energy Partners	4/27/2011	572	353	Montague
Ella Jane Griffin	GM Consulting	2/7/2006	353	422	Montague
Donald R Griffin	GM Consulting	2/7/2006	353	425	Montague
Candice Griffin Metcalf	GM Consulting	2/7/2006	353	428	Montague
Susie Griffin	GM Consulting	2/7/2006	353	431	Montague
Dani VanWig	GM Consulting	2/7/2006	353	434	Montague
Roxanne Storey Webster	GM Consulting	2/7/2006	353	437	Montague
Cecil Lee Griffin Ice	GM Consulting	2/7/2006	353	440	Montague
Gregory Mathews	GM Consulting	2/7/2006	353	443	Montague
Donald C Jonas	GM Exploration	9/22/2009	495	621	Montague
Carolyn Stokes	GM Exploration	9/22/2009	495	624	Montague
McAlister Royalties et al	WBH Energy Partners, LLC	8/1/2011	580	660	Montague
David Nunley	WBH Energy Partners, LLC	7/18/2011	578	352	Montague
Charles Gaylon Thomson et ux	GM Exploration	9/21/2009	497	910	Montague
State of Texas	WBH Energy Partners, LLC	10/4/2011	595	234	Montague
State of Texas	WBH Energy Partners, LLC	10/4/2011	595	240	Montague
Bryce Edward Dale	WBH Energy Partners, LLC	10/25/2011	594	227	Montague
Patsy Sue Dale Gilbert	WBH Energy Partners, LLC	10/25/2011	594	228	Montague
Linda Jean Dale Willis	WBH Energy Partners, LLC	10/25/2011	594	226	Montague

Exhibit A

Rufus Hensheid et ux	WBH Energy Partners, LLC	10/25/2011	588	521	Montague
The Walker Comegys Jr Family	WBH Energy Partners, LLC	11/20/2011	604	786	Montague
L&L Resources INC	EOG Resources, Inc.	4/7/2011	569	148	Montague
KHN Resources Inc	EOG Resources, Inc.	4/7/2011	569	146	Montague
H-S Minerals and Realty	EOG Resources, Inc.	4/7/2011	569	126	Montague
Geomar Resources	EOG Resources, Inc.	4/7/2011	569	124	Montague
Dorothy Jean Hill	EOG Resources, Inc.	4/7/2011	569	138	Montague
Nancy Puff Jones Trust	EOG Resources, Inc.	4/7/2011	569	142	Montague
Thomas Hill Puff Trust	EOG Resources, Inc.	4/7/2011	569	140	Montague
JJ Meeker Edna Hill Trust	EOG Resources, Inc.	5/23/2011	577	23	Montague
Edna Hill Meeker Trust	EOG Resources, Inc.	11/29/2011	602	461	Montague
AWP 1983 Trust	EOG Resources, Inc.	11/29/2011	602	459	Montague
Robert C Donald Jr	ICAP	1/22/2010	507	100	Montague
Linda Scott Stallcup	ICAP	10/5/2010	555	771	Montague
Marilyn Scott Dial	ICAP	9/16/2010	555	797	Montague
Nancy Scott Newhouse	ICAP	10/5/2010	555	774	Montague
Sue Scott Diehl	ICAP	10/5/2010	555	769	Montague
Roger S Moschetti	ICAP	10/5/2010	518	57	Montague
H.B.P. Enterprises LLC	EOG Resources, Inc.	10/19/2010	540	452	Montague
Desert Partners IV	EOG Resources, Inc.	10/19/2010	540	470	Montague
Basin Oil and Gas LLC	EOG Resources, Inc.	10/19/2010	540	434	Montague
Robert Hanson et ux	EOG Resources, Inc.	8/31/2011	587	64	Montague
Doughty Unit					
Marilyn Faye Doughty	WBH Energy Partners, LLC	11/23/2011	598	525	Montague
Martin B Unit					
James Sandman and Ethel Sandman Schmidkofer	GM Consulting	3/27/2006	627	639	Montague
Peggy Sue Jones	Peba Oil & Gas	3/6/2002	215	659	Montague
Zech C. Dameron, III and Janine C. Dameron	Tri-County Royalty Company, Inc.	11/13/2006	394	593	Montague
Emily Beck Bonnet	1st Southwest Consultants	1/29/2007	391	852	Montague
Louis Byron Perryman	1st Southwest Consultants	1/29/2007	391	854	Montague
Gary D. Perryman and Nancy Kaye Perryman	1st Southwest Consultants	2/5/2007	391	846	Montague
Robert Thurman Perryman Krueger	1st Southwest Consultants	2/8/2007	393	598	Montague
Carolyn Louise Wurzbach	1st Southwest Consultants	2/8/2007	393	614	Montague
Marolyn Perryman Lampman	1st Southwest Consultants	2/8/2007	393	662	Montague
Mark Allen Dortch	1st Southwest Consultants	7/23/2007	408	674	Montague
Sue Ann Miller	1st Southwest Consultants	7/23/2007	408	677	Montague
James Newton Dortch	1st Southwest Consultants	7/23/2007	408	680	Montague
Jane Marie Dortch	1st Southwest Consultants	7/23/2007	412	699	Montague

Exhibit A

Zech C. Dameron, III and Janine C. Dameron	Tri-County Royalty Company, Inc.	11/13/2006	394	593	Montague
--	----------------------------------	------------	-----	-----	----------

Martin C Unit

John Westall Williams	GM Consulting	7/28/2006	362	679	Montague
John Westall Williams	GM Consulting	7/28/2006	1598	670	Cooke
Virginia T. Clark	GM Exploration, LLC	4/24/2010	509	428	Montague
Michael David Roberts	Zebra Investments	4/23/2004	368	116	Montague
Michael David Roberts	Zebra Investments	4/23/2004	1436	772	Cooke
Joe Paul Roberts	Zebra Investments	4/23/2004	368	105	Montague
Joe Paul Roberts	Zebra Investments	4/23/2004	1325	387	Cooke
William Blake Jameson et al	Zebra Investments	4/23/2004	303	806	Montague
William Blake Jameson et al	Zebra Investments	4/23/2004	1338	378	Cooke
Lynda Jo Mock Langston	Zebra Investments	4/23/2004	368	108	Montague
Lynda Jo Mock Langston	Zebra Investments	4/23/2004	1325	384	Cooke
J. C. Donnell et ux	Zebra Investments	4/23/2004	368	101	Montague
J. C. Donnell et ux	Zebra Investments	4/23/2004	1325	390	Cooke
Weger Brothers, Ltd.	WBH Energy Partners, LLC	4/27/2011	572	353	Montague
Ella Jane Griffin	GM Consulting	2/7/2006	353	422	Montague
Donald R. Griffin	GM Consulting	2/7/2006	353	425	Montague
Candice Griffin Metcalf	GM Consulting	2/7/2006	353	428	Montague
Susie Griffin	GM Consulting	2/7/2006	353	431	Montague
Dani Van Wig	GM Consulting	2/7/2006	353	434	Montague
Roxanne Storey Webster	GM Consulting	2/7/2006	353	437	Montague
Cecil Griffin Ice	GM Consulting	2/7/2006	353	440	Montague
Gregory Matthews	GM Consulting	2/7/2006	353	443	Montague
Charles Gaylon Thompson and Karol Thompson	GM Exploration, LLC	9/21/2009	497	910	Montague
Robert Hanson and wife, Lynn Hanson	Zebra Investments, Inc.	8/20/2004	368	111	Montague
Robert Hanson and wife, Lynn Hanson	Zebra Investments, Inc.	8/20/2004	1436	767	Cooke
Robert Hanson and wife, Lynn Hanson	EOG Resources, Inc.	8/31/2011	587	64	Montague
Basin Oil and Gas, LLC	EOG Resources, Inc.	10/19/2010	540	434	Montague
H.B.P Enterprises, LLC	EOG Resources, Inc.	10/19/2010	540	452	Montague
Desert Partners IV, LP	EOG Resources, Inc.	10/19/2010	540	470	Montague
Weger Brothers, Ltd.	GM Consulting	1/30/2006	352	419	Montague
H. D. Cook	GM Consulting	1/30/2006	349	882	Montague

Martin Cooperative Unit

Julian Walterscheid and Carrie Ann Walterscheid	GM Consulting	3/27/2006	361	402	Montague
Julian Walterscheid and Carrie Ann Walterscheid	GM Consulting	3/27/2006	1598	774	Cooke
Charles Gaylon Thompson and Karol Thompson	GM Consulting	7/28/2006	363	400	Montague
Charles Gaylon Thompson and Karol Thompson	GM Consulting	7/28/2006	1598	660	Cooke
Wendell Thompson and Linda Thompson	GM Consulting	7/28/2006	362	674	Montague
Wendell Thompson and Linda Thompson	GM Consulting	7/28/2006	1598	573	Cooke
Freddy J. Davenport	GM Consulting	8/18/2006	366	898	Montague
Freddy J. Davenport	GM Consulting	8/18/2006	1598	666	Cooke

Exhibit A

H. D. Cook	GM Consulting	7/28/2006	363	397	Montague
H. D. Cook	GM Consulting	7/28/2006	1598	702	Cooke
Verlayne Martin Greer Shugart	GM Consulting	7/27/2006	366	30	Montague
Verlayne Martin Greer Shugart	GM Consulting	7/27/2006	1598	651	Cooke
Donald R. Griffin	GM Consulting	7/28/2006	363	908	Montague
Donald R. Griffin	GM Consulting	7/28/2006	1598	720	Cooke
Candice Metcalf	GM Consulting	7/28/2006	366	26	Montague
Candice Metcalf	GM Consulting	7/28/2006	1598	744	Cooke
James Larry Martin	GM Consulting	7/27/2006	366	38	Montague
James Larry Martin	GM Consulting	7/27/2006	1598	633	Cooke
Rachel Williams	GM Consulting	7/28/2006	364	158	Montague
Rachel Williams	GM Consulting	7/28/2006	1598	764	Cooke
Carol Henry	GM Consulting	8/4/2006	364	146	Montague
Carol Henry	GM Consulting	8/4/2006	1598	725	Cooke
Stephanie Williams	GM Consulting	9/1/2006	363	405	Montague
Stephanie Williams	GM Consulting	9/1/2006	1598	769	Cooke
Terri Plumlee	GM Consulting	7/28/2006	362	683	Montague
Terri Plumlee	GM Consulting	7/28/2006	1598	580	Cooke
Carla Hennigan	GM Consulting	7/28/2006	364	150	Montague
Carla Hennigan	GM Consulting	7/28/2006	1598	730	Cooke
Lynda Langston	GM Consulting	8/18/2006	366	895	Montague
Lynda Langston	GM Consulting	8/18/2006	1598	740	Cooke
Michael David Roberts	GM Consulting	8/18/2006	368	903	Montague
Michael David Roberts	GM Consulting	8/18/2006	1598	698	Cooke
James L. Gentry	GM Consulting	3/27/2006	368	900	Montague
James L. Gentry	GM Consulting	3/27/2006	1598	675	Cooke
J. C. and Mary Nell Donnell	GM Consulting	8/18/2006	366	892	Montague
J. C. and Mary Nell Donnell	GM Consulting	8/18/2006	1598	706	Cooke
Herman Sandman and James Sandman	GM Consulting	3/27/2006	361	414	Montague
Herman Sandman and James Sandman	GM Consulting	3/27/2006	1598	646	Cooke
Elanor Ruth Steadham and Charles D. Steadham	GM Consulting	3/27/2006	361	409	Montague
Elanor Ruth Steadham and Charles D. Steadham	GM Consulting	3/27/2006	1598	758	Cooke
Gary Don Perryman	GM Consulting	10/2/2006	370	272	Montague
Gary Don Perryman	GM Consulting	10/2/2006	1598	272	Cooke
Wade Friend Perryman	GM Consulting	10/2/2006	370	275	Montague
Wade Friend Perryman	GM Consulting	10/2/2006	1598	690	Cooke
Linda Horton	GM Consulting	8/4/2006	364	417	Montague
Linda Horton	GM Consulting	8/4/2006	1598	735	Cooke
Mark Foster	GM Consulting	8/7/2006	364	154	Montague
Mark Foster	GM Consulting	8/7/2006	1598	715	Cooke
Jason Foster	GM Consulting	8/7/2006	364	413	Montague
Jason Foster	GM Consulting	8/7/2006	1598	710	Cooke
Alan Dale Ball	GM Consulting	9/1/2006	371	440	Montague
Alan Dale Ball	GM Consulting	9/1/2006	1598	679	Cooke

Exhibit A

110

Roy Lee Ball	GM Consulting	9/1/2006	370	278	Montague
Roy Lee Ball	GM Consulting	9/1/2006	1598	685	Cooke
Debra Roan	GM Consulting	8/15/2006	370	127	Montague
Debra Roan	GM Consulting	8/15/2006	1598	749	Cooke
James Sandman and Ethel Sandman Schmidkofer	GM Consulting	3/27/2006	361	580	Montague
James Sandman and Ethel Sandman Schmidkofer	GM Consulting	3/27/2006	1598	641	Cooke
Ashley Roan	GM Consulting	5/8/2008	496	184	Montague
Ashley Roan	GM Consulting	5/8/2008	1598	641	Cooke
Joe Paul Roberts	GM Consulting	9/11/2008	475	342	Montague
Joe Paul Roberts	GM Consulting	9/11/2008	1611	485	Cooke
James Larry Martin and Paula B. Martin	GM Consulting	3/27/2006	361	418	Montague
James Larry Martin and Paula B. Martin	GM Consulting	3/27/2006	1598	623	Cooke
Charles J. Wilson and Elsie H. Wilson	GM Consulting	9/18/2007	412	187	Montague
Charles J. Wilson and Elsie H. Wilson	GM Consulting	9/18/2007	1598	628	Cooke
Verlayne Martin Greer Shugart	GM Consulting	3/27/2006	361	406	Montague
Verlayne Martin Greer Shugart	GM Consulting	3/27/2006	1598	754	Cooke
Gilmore-Huth	WBH Energy Partners, LLC	5/12/2014	754	50	Montague
James Peckham Keach					
Walter Stacy Keach, Jr.	WBH Energy Partners, LLC	5/12/2014	754	47	Montague

Cozart

Lelia Cozart, Jimmie Cozart	JAW Inc.	2/15/2008	797	232	Jack
-----------------------------	----------	-----------	-----	-----	------

Exhibit A

EXHIBIT A-1
WELLS AND PERSONAL PROPERTY

42-337-34696 Clark Unit 1H
42-337-34697 Clark Unit 2H
42-337-34698 Clark Unit 3H

42-337-34673 Martin 1H
42-337-34674 Martin 2H
42-337-34651 Martin 3H

42-097-34432 Martin B, 4H
42-097-34433 Martin B, 5H
42-097-34434 Martin B, 6H

42-097-34435 Martin C 7H
42-097-34436 Martin C 8H
42-097-34437 Martin C 9H

42-097-34002 Perryman 1
42-337-33950 Weger Thompson 1
42-097-34014 Walterscheid 1

42-337-34977 Bowie-Wingate 1H
42-337-34978 Bowie-Wingate 2H
42-337-34979 Bowie-Wingate 3H
42-337-30838 Neil Bowie 1H
42-337-35077 Hayes A Unit 1H
42-337-35078 Hayes B Unit 2H
42-337-35080 Lewis-Stuart A1 Unit 1
42-337-35079 Lewis-Stuart A2 Unit 2
42-337-35081 Lewis-Stuart A3 Unit 3
42-337-35319 Lewis-Stuart B1 Unit 1
42-337-35320 Lewis-Stuart B2 Unit 2
42-337-35270 Lewis-Stuart C1 Unit 1
42-337-35083 Lewis-Stuart C2 Unit 2
42-337-35271 Lewis-Stuart C3 Unit 3
42-337-35272 Lewis-Stuart C4 Unit 4
42-337-35273 Lewis-Stuart C5 Unit 5
42-337-35321 Lewis-Stuart E1 Unit 1
42-337-35322 Lewis-Stuart E2 Unit 2
42-337-35323 Lewis-Stuart F3 Unit 3
42-337-35325 Lewis-Stuart F4 Unit 4
42-337-35086 Browning A Unit 1
42-337-35085 Browning B Unit 2

Exhibit A-1

42-337-35087 McCall A Unit 1
42-337-35088 McCall B Unit 1
42-337-33917 Stevie B 1
42-337-33959 Stevie B 2
42-337-32372 Hill 2

Jack:

237-39731 J&L Cozart 1

Exhibit A-1

EXHIBIT A-2
UNITS

Clark Unit

Martin Co-Operative Unit

Martin B Unit

Martin C Unit

Perryman Unit

Weger Thompson Unit

Walterscheid Unit

Bowie-Wingate 1H

Bowie-Wingate 2H

Bowie-Wingate 3H

Neil Bowie Unit 1H

Hayes A Unit 1H

Hayes B Unit 2H

Lewis-Stuart A1 Unit 1

Lewis-Stuart A2 Unit 2

Lewis-Stuart A3 Unit 3

Lewis-Stuart B1 Unit 1

Lewis-Stuart B2 Unit 2

Lewis-Stuart C1 Unit 1

Lewis-Stuart C2 Unit 2

Lewis-Stuart C3 Unit 3

Lewis-Stuart C4 Unit 4

Lewis-Stuart C5 Unit 5

Lewis-Stuart E1 Unit 1

Lewis-Stuart E2 Unit 2

Lewis-Stuart F3 Unit 3

Lewis-Stuart F4 Unit 4

Browning A Unit 1

Browning B Unit 2

McCall A Unit 1

McCall B Unit 1

Stevie B 1

Stevie B2

Hill Unit

Jack:

J&L Cozart 1

Exhibit A-2

EXHIBIT B
[INTENTIONALLY OMITTED]

Exhibit B

EXHIBIT C
CONVEYANCE

[To Be Provided]

Exhibit C

EXHIBIT D
ASSIGNMENT AND BILL OF SALE

This document prepared by, and when recorded return to:

$$[\bullet]$$

STATE OF TEXAS §

COUNTY OF _____ §

ASSIGNMENT AND BILL OF SALE

This Assignment and Bill of Sale (this “Assignment”) from WBH Energy, LP, a Texas limited partnership (“WBH LP”), and WBH Energy Partners LLC, a Texas limited liability company (“WBH Partners”, and together with WBH LP, each, an “Assignor” and collectively, the “Assignors”), to CL III Funding Holding Company, LLC, a Delaware limited liability company (“Assignee”), is executed on the date set forth in the notary certification below, but effective for all purposes as of 7:00 a.m. Central Time on September 1, 2015 (the “Effective Time”). This Assignment is executed and delivered in accordance with and pursuant to the terms of that certain Purchase and Sale Agreement by and among Assignors and Assignee dated as of September __, 2015 (as amended or otherwise modified, the “Purchase Agreement”). Capitalized terms used and not otherwise defined herein shall have the meanings assigned to such terms in the Purchase Agreement.

RECITALS

WHEREAS, Assignors collectively own certain undivided interests in and to the Personal Property (as defined below); and

WHEREAS, pursuant to the Purchase Agreement, Assignors have agreed to assign to Assignee the Personal Property (as defined below) pursuant to this Assignment.

ASSIGNMENT

Section 1. Assignment. NOW THEREFORE, 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 each hereby acknowledged, Assignors do hereby GRANT, BARGAIN, SELL, ASSIGN, TRANSFER, SET OVER, DELIVER, AND CONVEY, and by these presents have GRANTED, BARGAINED, SOLD, ASSIGNED, TRANSFERRED, SET OVER, DELIVERED, AND CONVEYED unto Assignee all of Assignors' right, title, interest and estate, real or personal, recorded or unrecorded, movable or immovable, tangible or intangible, in and to the following rights, properties, assets and interests described in subsections (a) through (h) of this

Section 1, subject to the terms and reservations hereof and specifically LESS AND EXCEPT the Excluded Assets (as hereinafter defined) (collectively, the “Personal Property”):

(a) All Equipment, machinery, fixtures and other tangible personal property and improvements located on the Properties and used or held for use in connection with the operation of the Oil and Gas Properties;

(b) All Pipeline Assets;

(c) All lease files; land files; right-of-way files; well files; well tests; gas and oil sales contract files; gas processing files; division order files; abstracts; title records; title opinions; land surveys; non-confidential logs; customer lists; supplier lists; sales materials; maps; engineering data and reports; health, environmental and safety information and records; accounting and financial records; operational records; promotional materials; technical records; reserve estimates and economic estimates; production and processing records; Tax records (other than with respect to Income Taxes); contract files; and all other books, records, data, files, maps and accounting records, in each case, to the extent related to the Properties, or used or held for use primarily in connection with the maintenance or operation thereof, including (i) all seismic, geologic, geophysical data, engineering field data (to the extent assignable without the payment of fees (unless Assignee agrees to and does pay such fees)) either in raw or interpreted form and studies and other seismic and related technical data and information, and (ii) related licenses to software and related work stations, servers and electronic databases used to process or store the data, files, maps and accounting records related to the Properties (the “**Records**”);

(d) To the extent assignable without the payment of fees (unless Assignee agrees to and does pay such fees), all seismic, geologic, geophysical, engineering field data (either in raw or interpreted form) and studies and other seismic and related technical data and information (including related work product);

(e) All vehicles owned by Assignors;

(f) Investment property, instruments, chattel paper, patents, copyrights, trademarks, causes of action (excluding those causes of action specifically identified in Section 1.04(c) of the Purchase Agreement), account receivables, joint interest billings and other general intangibles, and all products and proceeds thereof;

(g) All cash on hand, other than the cash which is part of the Excluded Assets;
and

(h) To the extent transferable all bonds, letters of credit and guarantees posted by Sellers with Governmental Authorities or other Persons and relating to the Properties and insurance policies related to the Properties.

TO HAVE AND TO HOLD unto Assignee and its respective successors and assigns, forever, all and singular of Assignors’ and each of their respective Affiliates’ interest in and to such Personal Property, together with all rights, titles, interests, estates, remedies, powers and privileges thereunto appertaining, subject, however, to the terms and conditions of this Assignment.

Section 2. Excluded Assets. Notwithstanding the foregoing, the Personal Property shall not include, and Assignors specifically except, reserve and exclude unto themselves the following from the purchase and sale transactions contemplated by the Purchase Agreement (collectively, the “Excluded Assets”):

(a) Cash equal to (i) all expenses accrued under the Approved DIP Budget and not paid as of the Closing Date, plus (ii) \$225,000; provided however, any cash which is excluded under (i) that is not ultimately distributed by the Debtors or their successors in interest to satisfy expenses provided for in the Approved DIP Budget, but unpaid as of the Closing Date, including professional fees, shall become part of the Personal Property acquired by Purchaser;

(b) (i) All corporate, partnership, limited liability company, financial, income and franchise Tax and legal records of Assignors that relate solely to the Excluded Assets, (ii) those records, files and contracts retained by Assignors pursuant to Section 1.03 of the Purchase Agreement and (iii) copies of any other records retained by Assignors;

(c) All Avoidance Actions (excluding any Avoidance Actions against Assignee);

(d) Claims stemming from or related to commercial tort actions and conduct related thereto (excepting contract claims and claims stemming from or related to conduct related thereto), including but not limited to breach of fiduciary duty claims and all claims against officers and directors;

(e) All documents and instruments that may be protected by attorney-client privilege;

(f) Correspondence between or among Assignors, their representatives, and any prospective purchasers of the Properties other than Assignee;

(g) Correspondence between Assignors or any of their respective representatives with respect to any of the bids, the prospective purchasers, or the transactions contemplated by the Purchase Agreement, or similar transactions;

(h) To the extent not assignable without the payment of fees (unless Assignee agrees to and does pay such fees), all seismic, geologic, geophysical, engineering field data (either in raw or interpreted form) and studies and other seismic and related technical data and information (including related work product);

(i) Assignors’ rights with respect to any Hydrocarbons produced and sold from the Properties with respect to all periods prior to the Effective Time;

(j) Assignors’ rights with respect to any office computers, networks, connections, email accounts, email correspondence, internet services, telephones, telephone systems, websites, internet and email domain names, addresses and registrations, and any office equipment or technology related to the foregoing in this Section 2(j);

15121553.1

(k) The rights which accrue or will accrue to Assignors under the Purchase Agreement and any other documents contemplated thereby; and

(l) Any Contract not specifically assumed and assigned to Assignee hereto.

Section 3. Intent of Assignment. For purposes of clarity and notwithstanding anything to the contrary contained in this Assignment, it is the intent of the Parties that this Assignment conveys to and vests in, and this Assignment shall be construed as conveying to and vesting in, Assignee, subject to the reservations and conditions contained herein and effective for all purposes from and after the Effective Time, all of Assignors' and each of their respective Affiliates' interest in and to the Personal Property, regardless of the omission of any lease or leases that should have been included in this Assignment pursuant to the Purchase Agreement, errors in description, any incorrect or misspelled names or any mis-transcribed or incorrect recording references with respect to any of the Personal Property.

Section 4. Disclaimer.

- a. Disclaimer. **EXCEPT AS PROVIDED IN THE FOREGOING PROVISIONS OF THIS ASSIGNMENT OR THE PURCHASE AGREEMENT, ASSIGNOR MAKES NO, AND EXPRESSLY DISCLAIMS AND NEGATES ANY, REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, AS TO TITLE TO ANY OF THE PERSONAL PROPERTY.**
- b. Conspicuous. **ASSIGNOR AND ASSIGNEE AGREE THAT, TO THE EXTENT REQUIRED BY APPLICABLE LAW TO BE EFFECTIVE, THE DISCLAIMERS OF CERTAIN WARRANTIES CONTAINED IN THIS SECTION 4 ARE "CONSPICUOUS" DISCLAIMERS FOR THE PURPOSES OF ANY APPLICABLE LAW, RULE OR ORDER.**

Section 5. Assignment Subject to Purchase Agreement. This Assignment is expressly subject to the terms and conditions of the Purchase Agreement, which terms are hereby incorporated into this Assignment by reference for all purposes. In the event of a conflict between the terms of this Assignment and the terms of the Purchase Agreement, the terms of the Purchase Agreement shall govern and control.

Section 6. Further Assurances. From and after the date hereof, each Assignor, in a timely manner and without further consideration, shall execute and deliver or cause to be executed and delivered, such good and sufficient instruments of conveyance and transfer in recordable form, and take such other action as may be reasonably required of such Assignor to effectively convey to and vest in Assignee beneficial and legal title to its respective interest in the Personal Property conveyed pursuant to this Assignment.

Section 7. Successors and Assigns. This Assignment shall bind and inure to the benefit of each of the Parties and their respective successors and assigns.

Section 8. Construction. Unless otherwise required by the context in which any term appears, the following rules of construction shall apply for all purposes of this Assignment. All references to Sections refer to sections of this Assignment, and all references to Exhibits are

to exhibits attached hereto, each of which is incorporated herein for all purposes. Any reference to a Person shall include the successors and assigns to such Person. The words “herein,” “hereof,” “herewith” and “hereunder” and similar terms in this Assignment shall refer to this Assignment as a whole and not to any particular section or subsection of this Assignment. The terms “include” and “including” mean include or including without limitation. All article or section titles or captions in this Assignment are for convenience only, shall not be deemed part of this Assignment and in no way define, limit, extend, or describe the scope or intent of any provisions hereof.

Section 10. Governing Law. This Assignment and the rights of the Parties hereunder shall be governed by, and construed in accordance with, the laws of the State of Texas.

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

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, each Assignor has executed this Assignment on the date of the acknowledgement set forth below, to be effective, however, for all purposes, as of the Effective Time.

ASSIGNORS:

WBH ENERGY, LP
a Texas limited partnership

By: _____
Name: _____
Title: _____

WBH ENERGY PARTNERS, LLC
a Texas limited liability company

By: _____
Name: _____
Title: _____

State of Texas
County of _____

The foregoing instrument was acknowledged before me on _____, 2015 by [____], the _____ of WBH Energy, LP, a Texas limited partnership, on behalf of said limited partnership.

[Seal]

Notary Public, State of Texas
Printed Name: _____

State of Texas
County of _____

The foregoing instrument was acknowledged before me on _____, 2015 by [____], the _____ of WBH Energy Partners, LLC, a Texas limited liability company, on behalf of said limited liability company.

[Seal]

Notary Public, State of Texas

Assignors' Signature Page and Acknowledgment to Assignment and Bill of Sale

Printed Name: _____

Assignors' Signature Page and Acknowledgment to Assignment and Bill of Sale

D-7

SCHEDULE 1.02(d)
CONTRACTS

Copano Field Services/North Texas, LLC
2727 Allen Parkway, Ste. 1200
Houston, TX 77019

Gas Purchase Agreement effective as of December 1, 2011 and subsequent amendments.

Montague Transfer Partners, LLC
P.O. Box 302380
Austin, TX 78703
Attn: Joe Warnock, Representative
Joe@wbhenergy.com

Gas Gathering, Treating and Purchase Agreement dated April 23, 2012, as amended

Enbridge G & P (North Texas) L.P.
Gas Purchase Contract dated February 1, 2014
1100 Louisiana, Ste. 3300
Houston, TX 77002

WBH Energy Partners LLC Pipeline Easement Agreements

Schedule 1.02(d)

SCHEDULE 3.02
CONSENTS

None.

Schedule 3.02

SCHEDULE 5.04(d)
ESTIMATE OF TAXES

Taxing Authority	Description	Tax Type	Estimate Tax Due
Travis County Appraisal District	Personal property	Ad Valorem	\$ 1,028.60
Montague County Appraisal District	Field Office	Ad Valorem	\$ 2,168.36
Montague County Appraisal District	Browning #1 (Marble Falls)	Ad Valorem	\$ 32.40
Montague County Appraisal District	CLARK #1H	Ad Valorem	\$ 2,282.27
Montague County Appraisal District	CLARK #2H	Ad Valorem	\$ 1,079.15
Montague County Appraisal District	CLARK #3H	Ad Valorem	\$ 3,694.34
Montague County Appraisal District	HILL #2	Ad Valorem	\$ 16.78
Montague County Appraisal District	MARTIN #1H	Ad Valorem	\$ 72.77
Montague County Appraisal District	MARTIN #2H	Ad Valorem	\$ 72.77
Montague County Appraisal District	MARTIN #3H	Ad Valorem	\$ 72.77
Montague County Appraisal District	MARTIN B #4H	Ad Valorem	\$ 74.47
Montague County Appraisal District	MARTIN B #5H	Ad Valorem	\$ 84.93
Montague County Appraisal District	MARTIN B #6H	Ad Valorem	\$ 120.46
Montague County Appraisal District	MARTIN C #7H	Ad Valorem	\$ 381.24
Montague County Appraisal District	MARTIN C #8H	Ad Valorem	\$ 409.62
Montague County Appraisal District	MARTIN C #9H	Ad Valorem	\$ 470.16
Montague County Appraisal District	MC WALTER #1H	Ad Valorem	\$ 151.98
Montague County Appraisal District	NEIL BOWIE #1H	Ad Valorem	\$ 7.47
Montague County Appraisal District	PERRYMAN #1	Ad Valorem	\$ 32.39
Montague County Appraisal District	STEVIE B1	Ad Valorem	\$ 20.78
Montague County Appraisal District	STEVIE B2	Ad Valorem	\$ 20.78
Montague County Appraisal District	WALTERSCHEID #1	Ad Valorem	\$ 21.07
Montague County Appraisal District	WEGER-THOMPSON #1	Ad Valorem	\$ 7.47
Montague County Appraisal District	Whiteside Prospect	Ad Valorem	\$ 0.73
Montague County Tax Office	Browning #1 (Marble Falls)	Ad Valorem	\$ 11.28
Montague County Tax Office	CLARK #1H	Ad Valorem	\$ 674.81
Montague County Tax Office	CLARK #2H	Ad Valorem	\$ 319.08
Montague County Tax Office	CLARK #3H	Ad Valorem	\$ 1,092.32
Montague County Tax Office	HILL #2	Ad Valorem	\$ 5.84
Montague County Tax Office	MARTIN #1H	Ad Valorem	\$ 28.19
Montague County Tax Office	MARTIN #2H	Ad Valorem	\$ 28.19
Montague County Tax Office	MARTIN #3H	Ad Valorem	\$ 28.19
Montague County Tax Office	MARTIN B #4H	Ad Valorem	\$ 29.63
Montague County Tax Office	MARTIN B #5H	Ad Valorem	\$ 33.86
Montague County Tax Office	MARTIN B #6H	Ad Valorem	\$ 47.98
Montague County Tax Office	MARTIN C #7H	Ad Valorem	\$ 112.48
Montague County Tax Office	MARTIN C #8H	Ad Valorem	\$ 120.85
Montague County Tax Office	MARTIN C #9H	Ad Valorem	\$ 138.71

Schedule 5.04(d)

Montague County Tax Office	MC WALTER #1H	Ad Valorem	\$	58.75
Montague County Tax Office	NEIL BOWIE #1H	Ad Valorem	\$	2.45
Montague County Tax Office	PERRYMAN #1	Ad Valorem	\$	11.75
Montague County Tax Office	STEVIE B1	Ad Valorem	\$	8.03
Montague County Tax Office	STEVIE B2	Ad Valorem	\$	8.03
Montague County Tax Office	WALTERSCHEID #1	Ad Valorem	\$	6.90
Montague County Tax Office	WEGER-THOMPSON #1	Ad Valorem	\$	2.45
Montague County Tax Office	Whiteside Prospect	Ad Valorem	\$	0.28
Cooke County Appraisal District	MARTIN #1H	Ad Valorem	\$	440.22
Cooke County Appraisal District	MARTIN #2H	Ad Valorem	\$	440.22
Cooke County Appraisal District	MARTIN #3H	Ad Valorem	\$	440.22
Cooke County Appraisal District	MARTIN C #7H	Ad Valorem	\$	117.24
Cooke County Appraisal District	MARTIN C #8H	Ad Valorem	\$	125.96
Cooke County Appraisal District	MARTIN C #9H	Ad Valorem	\$	144.59
Cooke County Appraisal District	MC WALTER #1H	Ad Valorem	\$	208.29
Cooke County Appraisal District	PERRYMAN #1	Ad Valorem	\$	108.49
Cooke County Appraisal District	WALTERSCHEID #1	Ad Valorem	\$	64.39
Jack County Appraisal District	J&L Cozart #1	Ad Valorem	\$	9.72
Montague County Appraisal District	Lewis Stuart A Unit 1H	Ad Valorem	\$	6,123.77
Montague County Appraisal District	Lewis Stuart A Unit 2H	Ad Valorem	\$	6,123.77
Montague County Appraisal District	Lewis Stuart A Unit 3H	Ad Valorem	\$	6,123.77
Montague County Appraisal District	Lewis Stuart C Unit 1H	Ad Valorem	\$	6,123.77
Montague County Appraisal District	Lewis Stuart C Unit 2H	Ad Valorem	\$	6,123.77
Montague County Appraisal District	Lewis Stuart C Unit 3H	Ad Valorem	\$	6,123.77
Montague County Appraisal District	Lewis Stuart C Unit 4H	Ad Valorem	\$	6,123.77
Montague County Appraisal District	Lewis Stuart C Unit 5H	Ad Valorem	\$	6,123.77
Montague County Appraisal District	McCall A Unit 1H	Ad Valorem	\$	6,123.77
Montague County Appraisal District	McCall B Unit 1H	Ad Valorem	\$	6,123.77
Montague County Appraisal District	Hayes A Unit 1H	Ad Valorem	\$	6,123.77
Montague County Appraisal District	Hayes B Unit 2H	Ad Valorem	\$	6,123.77
Montague County Appraisal District	Browning A Unit 1H	Ad Valorem	\$	6,123.77
Montague County Appraisal District	Browning B Unit 2H	Ad Valorem	\$	6,123.77
Montague County Appraisal District	McCall B Unit 1H	Ad Valorem	\$	5.38
Montague County Appraisal District	Lewis Stuart C Unit 1H	Ad Valorem	\$	7.00
Montague County Appraisal District	Lewis Stuart C Unit 2H	Ad Valorem	\$	0.14
Montague County Appraisal District	Lewis Stuart C Unit 3H	Ad Valorem	\$	4.99
Montague County Appraisal District	Lewis Stuart C Unit 4H	Ad Valorem	\$	11.85
Montague County Appraisal District	Lewis Stuart C Unit 5H	Ad Valorem	\$	10.99
				<u>\$ 102,966.28</u>

Schedule 5.04(d)