



30-025-39812
United States Department of the Interior

BUREAU OF LAND MANAGEMENT

Pecos District

Carlsbad Field Office

620 E. Greene

Carlsbad, New Mexico 88220-6292

www.blm.gov/nm



IN REPLY REFER TO:

NM126294

3105.2 (P0220)

HOBBS OCD

DEC 23 2011

Your Reference:

Communitization Agreement

Red Bull "3" Federal #1

Township 26 South, Range 33 East, N.M.P.M.

Section 3: All

Lea County, New Mexico

RECEIVED

MAR 18 2011

Endeavor Energy Resources
110 North Marienfeld Street, Suite 200
Midland, Texas 79701-4421

Gentlemen:

Enclosed is an approved copy of Communitization Agreement NM126294, involving 320 acres of Federal land in lease NM-119278, and 320 acres of Fee land in two tracks in Lea County, New Mexico, which comprises a 640 acre well spacing unit.

The agreement communitizes all rights to all producible hydrocarbons from the Wolfcamp formation in sec. 3, T. 26 S., R. 33 E., NMPM, and is effective January 31, 2011. Approval of this agreement does not warrant or certify that the operator, thereof, and other working interest owners hold legal or equitable title to the leases which are committed hereto.

Any production royalties that are due must be reported and paid within 90 days of the Bureau of Land Management's approval date or the payors will be assessed interest for late payment under the Federal Oil and Gas Royalty Management Act of 1982 (See 30 CFR 218.54). If you need assistance or clarification, please contact the Office of Natural Resources Revenue at 1-800-525-9167 or 303-231-3504.

If you have any questions regarding this approval, please contact Edward G. Fernandez, Petroleum Engineer at (575) 234-2220.

JAN 23 2012

Please furnish all interested principals with appropriate evidence of this approval.

Sincerely,

A handwritten signature in black ink, appearing to read 'Don Peterson', with a stylized, elongated horizontal stroke at the end.

Don Peterson
Assistant Field Manager,
Lands and Minerals

1 Enclosure:

1 - Communitization Agreement

cc:

ONRR, Denver (357B-1, Antoinette Contreras, Stacey Kaiser)

NM Taxation & Revenue Dept. (Revenue Processing Div.)

NMOCD

NM (9200)

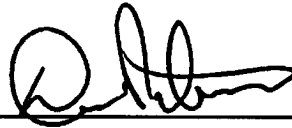
NM (P0220-CFO, File Room)

Determination - Approval - Certification

Pursuant to the authority vested in the Secretary of the Interior under Section 17(j) of the Mineral Leasing Act of 1920, as amended (74 Stat. 784; 30 U.S.C. 226(j)), and delegated to the authorized officer of the Bureau of Land Management, I do hereby:

- A. Determine that the Federal lease or leases as to the lands committed to the attached agreement cannot be independently developed and operated in conformity with the well-spacing program established for the field or area in which said lands are located, and that consummation and approval of the agreement will be in the public interest. Approval of this agreement does not warrant or certify that the operator thereof and other holders of operating rights hold legal or equitable title to those rights in the subject leases which are committed hereto.
- B. Approve the attached Communitization Agreement covering sec. 3, T. 26 S., R. 33 E., NMPM, Lea County, New Mexico, as to all producible hydrocarbons from the Wolfcamp formation. This approval will become invalid if the public interest requirements under section 3105.2-3 (e) are not met.
- C. Certify and determine that the drilling, producing, rental, minimum royalty and royalty requirements of the Federal lease or leases committed to said agreement are hereby established, altered, changed, or revoked to conform with the terms and conditions of the agreement.

Approved:



Authorized Officer

Effective: January 1, 2011

Contract No.: Com. Agr. NM126294

61-
27-
29729

Communitization Agreement

HOBBS OCD

DEC 23 2011

Contract No. 126294

RECEIVED

THIS AGREEMENT is entered into as of the date shown in Section 10 hereof by and between the parties subscribing, ratifying, or consenting hereto, such parties being hereinafter referred to as "parties hereto."

WITNESSETH:

WHEREAS, the Act of February 25, 1920 (41 Stat. 437), as amended and supplemented, authorizes communitization or drilling agreements communitizing or pooling a Federal oil and gas lease, or any portion thereof, with other lands, whether or not owned by the United States, when separate tracts under such Federal lease cannot be independently developed and operated in conformity with an established well-spacing program for the field or area and such communitization or pooling is determined to be in the public interest;

WHEREAS, the parties hereto own working, royalty, or other leasehold interests, or operating rights under the oil and gas leases and lands subject to this agreement, which cannot be independently developed and operated in conformity with the well-spacing program established for the field or area in which said lands are located; and

WHEREAS, the parties hereto desire to communitize and pool their respective mineral interests in lands subject to this agreement for the purpose of developing and producing communitized substances in accordance with the terms and conditions of this agreement.

NOW, THEREFORE, in consideration of the premises and the mutual advantages to the parties hereto, it is mutually covenanted and agreed by and between the parties hereto as follows:

1. The lands covered by this agreement (hereinafter referred to as "communitized area") are described as follows:

Township 26 South, Range 33 East, N.M.P.M.
Section 3: All,

Lea County, New Mexico,

Containing 640.00 acres, and this agreement shall include only the Wolfcamp formation underlying said lands, and the gas and associated liquid hydrocarbons, hereafter referred to as "communitized substances," producible from such formation.

2. Attached hereto, and made a part of this agreement for all purposes, are Exhibits A and B, designating the operator of the communitized area and showing the acreage, percentage, and ownership of oil and gas interests in all lands within the communitized area, and the authorization, if any, for communitizing or pooling any patented or fee lands within the communitized area.
 3. All matters of operation shall be governed by the operator under and pursuant to the terms and provisions of this agreement. A successor operator may be designated by the owners of the working interest in the communitized area, and two executed copies of a designation of successor operator shall be filed with the Authorized Officer.
 4. Operator shall furnish the Secretary of the Interior, or his authorized representative, with a log and history of any well drilled on the communitized area, monthly reports of operations, statements of oil and gas sales and royalties, and such other reports as are deemed necessary to compute monthly the royalty due the United States, as specified in the applicable oil and gas regulations.
 5. The communitized area shall be developed and operated as an entirety, with the understanding and agreement between the parties hereto that all communitized substances produced therefrom shall be allocated among the leaseholds comprising said area in the proportion that the acreage interest of each leasehold bears to the entire acreage interest committed to this agreement.
- All proceeds, 8/8ths, attributed to unleased Federal, State, or Fee land included within the communitized area are to be placed in an interest earning escrow or trust account by the designated operator until the land is leased or ownership is established.
6. The royalties payable on communitized substances allocated to the individual leases comprising the communitized area and the rentals provided for in said leases shall be determined and paid on the basis prescribed in each of the individual leases. Payments of rentals under the terms of leases subject to this agreement shall not be affected by this agreement except as provided for under the terms and provisions of said leases or as may herein be otherwise provided. Except as herein modified and changed, the oil and gas leases subject to this agreement shall remain in full force and effect as originally made and issued. It is agreed that for any Federal lease bearing a sliding- or step-scale rate of royalty, such rate shall be determined separately as to production from each communitization agreement to which such lease may be committed, and separately as to any non-communitized lease production; provided, however, as to leases where the rate of royalty for gas is based on total lease production per day, such rate shall be determined by the sum of all communitized production allocated to such a lease plus any non-communitized lease production.
 7. There shall be no obligation on the lessees to offset any well or wells completed in the same formation as covered by this agreement on separate component tracts into which the communitized area is now or may hereafter be divided, nor shall any lessee be required to measure separately communitized substances by reason of the diverse ownership thereof,

but the lessees hereto shall not be released from their obligation to protect said communitized area from drainage of communitized substances.

8. The commencement, completion, continued operation, or production of a well or wells for communitized substances on the communitized area shall be construed and considered as the commencement, completion, continued operation, or production on each and all of the lands within and comprising said communitized area, and operations or production pursuant to this agreement shall be deemed to be operations or production as to each lease committed hereto.
9. Production of communitized substances and disposal thereof shall be in conformity with allocation, allotments, and quotas made or fixed by any duly authorized person or regulatory body under applicable Federal or State statutes. This agreement shall be subject to all applicable Federal and State laws or executive orders, rules and regulations, and no party hereto shall suffer a forfeiture or be liable in damages for failure to comply with any of the provisions of this agreement if such compliance is prevented by, or if such failure results from, compliance with any such laws, orders, rules, or regulations.
10. The date of this agreement is January 31, 2011 and it shall become effective as of this date or from the onset of production of communitized substances, whichever is earlier, upon execution by the necessary parties, notwithstanding the date of execution, and upon approval by the Secretary of the Interior or by his duly authorized representative, and shall remain in force and effect for a period of two (2) years and for as long as communitized substances are, or can be, produced from the communitized area in paying quantities; provided that, prior to production in paying quantities from the communitized area and upon fulfillment of all requirements of the Secretary of the Interior, or his duly authorized representative, with respect to any dry hole or abandoned well, this agreement may be terminated at any time by mutual agreement of the parties hereto. This agreement shall not terminate upon cessation of production if, within 60 days thereafter, reworking or drilling operations on the communitized area are commenced and are thereafter conducted with reasonable diligence during the period of nonproduction. The two year term of this agreement will not in itself serve to extend the term of any Federal lease which would otherwise expire during said period.
11. The covenants herein shall be construed to be covenants running with the land with respect to the communitized interests of the parties hereto and their successors in interests until this agreement terminates, and any grant, transfer, or conveyance of any such land or interest subject hereto, whether voluntary or not, shall be and hereby is conditioned upon the assumption of all obligations hereunder by the grantee, transferee, or other successor in interest, and as to Federal land shall be subject to approval by the Secretary of the Interior, or his duly authorized representative.
12. It is agreed between the parties hereto that the Secretary of the Interior, or his duly authorized representative, shall have the right of supervision over all Fee and State mineral operations within the communitized area to the extent necessary to monitor production and measurement, and assure that no avoidable loss of hydrocarbons occurs in

which the United States has an interest pursuant to applicable oil and gas regulations of the Department of the Interior relating to such production and measurement.

13. This agreement shall be binding upon the parties hereto and shall extend to and be binding upon their respective heirs, executors, administrators, successors, and assigns.
14. This agreement may be executed in any number of counterparts, no one of which needs to be executed by all parties, or may be ratified or consented to by separate instrument in writing, specifically referring hereto, and shall be binding upon all parties who have executed such a counterpart, ratification, or consent hereto with the same force and effect as if all parties had signed the same document.
15. Nondiscrimination. In connection with the performance of work under this agreement, the operator agrees to comply with all of the provisions of Section 202(1) to (7) inclusive of Executive Order 11246 (30 F.R. 12319), as amended, which are hereby incorporated by reference in this agreement.

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the day and year above written and have set opposite their respective names the date of execution.

OPERATOR AND WORKING INTEREST OWNER: Endeavor Energy Resources, LP

Date: 02-10-11

By: 

Title: SOLE MEMBER OF
ENDEAVOR PETROLEUM LLC,
GENERAL PARTNER

LESSEE AND WORKING INTEREST OWNER: R&R Royalty, Ltd.

Date: _____

By: _____

Title: _____

LESSEE AND WORKING INTEREST OWNER: Unified Assets, Ltd.

Date: _____

By: _____

Title: _____

which the United States has an interest pursuant to applicable oil and gas regulations of the Department of the Interior relating to such production and measurement.

13. This agreement shall be binding upon the parties hereto and shall extend to and be binding upon their respective heirs, executors, administrators, successors, and assigns.
14. This agreement may be executed in any number of counterparts, no one of which needs to be executed by all parties, or may be ratified or consented to by separate instrument in writing, specifically referring hereto, and shall be binding upon all parties who have executed such a counterpart, ratification, or consent hereto with the same force and effect as if all parties had signed the same document.
15. Nondiscrimination. In connection with the performance of work under this agreement, the operator agrees to comply with all of the provisions of Section 202(1) to (7) inclusive of Executive Order 11246 (30 F.R. 12319), as amended, which are hereby incorporated by reference in this agreement.

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the day and year above written and have set opposite their respective names the date of execution.

OPERATOR AND WORKING INTEREST OWNER: Endeavor Energy Resources, LP

Date: _____

By: _____

Title: _____

LESSEE AND WORKING INTEREST OWNER: R&R Royalty, Ltd.

Date: 2-28-2011

By:  _____

Title: Rajan D. Ahuja
VP - Land of Magnum O&G, Inc.
General Partner of R&R Royalty, Ltd.

LESSEE AND WORKING INTEREST OWNER: Unified Assets, Ltd.

Date: 2-28-2011

By:  _____

Title: MEMBER

which the United States has an interest pursuant to applicable oil and gas regulations of the Department of the Interior relating to such production and measurement.

13. This agreement shall be binding upon the parties hereto and shall extend to and be binding upon their respective heirs, executors, administrators, successors, and assigns.
14. This agreement may be executed in any number of counterparts, no one of which needs to be executed by all parties, or may be ratified or consented to by separate instrument in writing, specifically referring hereto, and shall be binding upon all parties who have executed such a counterpart, ratification, or consent hereto with the same force and effect as if all parties had signed the same document.
15. Nondiscrimination. In connection with the performance of work under this agreement, the operator agrees to comply with all of the provisions of Section 202(1) to (7) inclusive of Executive Order 11246 (30 F.R. 12319), as amended, which are hereby incorporated by reference in this agreement.

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the day and year above written and have set opposite their respective names the date of execution.

OPERATOR AND WORKING INTEREST OWNER: Endeavor Energy Resources, LP

Date: _____ By: _____
Title: _____

LESSEE AND WORKING INTEREST OWNER: R&R Royalty, Ltd.

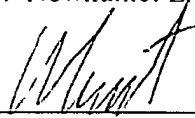
Date: _____ By: _____
Title: _____

LESSEE AND WORKING INTEREST OWNER: Unified Assets, Ltd.

Date: 2/22/11 By: [Signature]
Title: General Partner

WORKING INTEREST OWNER: Newkumet Exploration, Inc.

Date: 2/11/11

By: 

Title: PRESIDENT

WORKING INTEREST OWNER: RSC Resources, L.P.
Cogent Energy, Inc., its general partner

Date: _____

By: _____

Title: _____

WORKING INTEREST OWNER: Axis Energy Corporation

Date: _____

By: _____

Title: _____

WORKING INTEREST OWNER: Sagebrush Interests, LLC

Date: _____

By: _____

Title: _____

WORKING INTEREST OWNER: WBA Resources, Ltd.

Date: _____

By: _____

Title: _____

WORKING INTEREST OWNER: Bradley S. Bates

Date: _____

By: _____

Title: _____

WORKING INTEREST OWNER: Newkumet Exploration, Inc.

Date: _____ By: _____

Title: _____

WORKING INTEREST OWNER: RSC Resources, L.P.
Cogent Energy, Inc., its general partner

Date: 2-16-11

By: 

Title: PRESIDENT

WORKING INTEREST OWNER: Axis Energy Corporation

Date: _____

By: _____

Title: _____

WORKING INTEREST OWNER: Sagebrush Interests, LLC

Date: _____

By: _____

Title: _____

WORKING INTEREST OWNER: WBA Resources, Ltd.

Date: _____

By: _____

Title: _____

WORKING INTEREST OWNER: Bradley S. Bates

Date: _____

By: _____

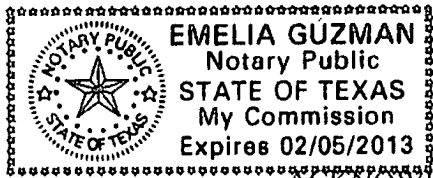
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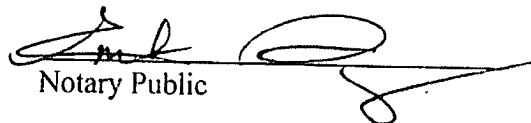
ACKNOWLEDGEMENT FOR LIMITED LIABILITY COMPANY

STATE OF TEXAS)
)
COUNTY OF MIDLAND)

The foregoing instrument was acknowledge before me this 10th day of FEBRUARY,
2011 by ROBERT BOOTH, OWNER of PETRAS ENERGY L.P.
a _____ limited liability company, on behalf of said company.

My Commission Expires: 02-05-2013



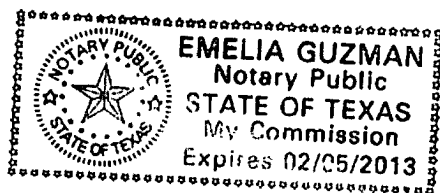

Notary Public

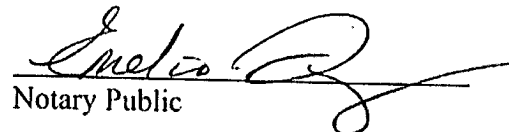
ACKNOWLEDGEMENT FOR INDIVIDUAL

STATE OF TEXAS)
)
COUNTY OF MIDLAND)

The foregoing instrument was acknowledge before me this 10th day of FEBRUARY,
2011 by BRADLEY S. BATES.

My Commission Expires: 02-05-2013




Notary Public

Red Bull 3 Fed. Well No. 1



EXHIBIT A

**Plat of communized area covering All of Section 3,
Township 26 South, Range 33 East, N.M.P.M.
Lea County, New Mexico**

Red Bull 3 Fed. Well No. 1

EXHIBIT B

To Communitization Agreement dated January 31, 2011, embracing the following described lands in Lea County, New Mexico: All of Section 3, Township 26 South, Range 33 East, N.M.P.M.

Operator of Communitized Area: Endeavor Energy Resources, LP

DESCRIPTION OF LEASES COMMITTED

Tract No. 1

Lease Serial Number: N/A

The following 13 fee leases, each of which allows for pooling for a spacing unit fixed by the New Mexico Oil Conservation Division:

1. Oil and Gas Lease from N.C. Case Land and Management Co., Inc. to Peregrine Production, LLC, dated August 16, 2007 but effective on November 18, 2007, recorded at Lea County Records Book 1530, page 615.
2. Oil and Gas Lease from Nancy Tonkin Cutter and Allen M. Tonkin, Jr., Trustees of the Nancy P. Tonkin Revocable Trust Agreement dated December 12, 1991, to Peregrine Production, LLC, dated August 14, 2007, recorded at Lea County Records Book 1535, page 852.
3. Oil and Gas Lease from Robert G. Hooper, a single man, to Peregrine Production, LLC, dated December 5, 2007, recorded at Lea County Records Book 1553, page 163.
4. Oil and Gas Lease from Jerry L. Hooper and wife Margaret A. Hooper to Peregrine Production, LLC, dated December 7, 2007, recorded at Lea County Records Book 1556, page 203.
5. Oil and Gas Lease from J. Hiram Moore, Ltd. to Peregrine Production, LLC, dated December 7, 2007, recorded at Lea County Records Book 1560, page 659.
6. Oil and Gas Lease from Norma Berman Valente, dealing in her separate property, to Peregrine Production, LLC, dated October 19, 2007, recorded at Lea County Records Book 1546, page 55.
7. Oil and Gas Lease from Moses M. Rudy and Mildred S. Rudy, Trustees of the M.M. and M.S. Rudy Trust U/T/A dated January 30, 1992 (by Sandra Rudy Brown, their attorney-in-fact), to Peregrine Production, LLC, dated September 18, 2007, recorded at Lea County Records Book 1540, page 504.

8. Oil and Gas Lease from Wells Fargo Bank, N.A., Agent for Houston Arts Combined Endowment Foundation, to Peregrine Production, LLC, dated October 23, 2007, recorded at Lea County Records Book 1547, page 843.

9. Oil and Gas Lease from Stephen D. Susman and Thomas M. Susman, Executors of the Estate of Helene Daily Susman, to Peregrine Production, LLC, dated February 26, 2008, recorded at Lea County Records Book 1571, page 66.

10. Oil and Gas Lease from Jack A. Taylor, dealing in his separate property, to Peregrine Production, LLC, dated December 10, 2007, recorded at Lea County Records Book 1557, page 625.

11. Oil and Gas Lease from Wanda J. Taylor, dealing in her separate property, to Peregrine Production, LLC, dated January 10, 2008, recorded at Lea County Records Book 1565, page 60.

12. Oil and Gas Lease from Marilyn S. Taylor and Carolyn A. Taylor to Peregrine Production, LLC, dated December 10, 2007, recorded at Lea County Records Book 1557, page 725.

13. Oil, Gas and Mineral Lease from R&R Royalty, Ltd. to Newkumet Exploration, Inc., dated June 1, 2008, recorded at Lea County Records Book 1582, page 292.

Description of Land Committed:	<u>Township 26 South, Range 33 East, N.M.P.M.</u> Section 3: W $\frac{1}{2}$ NE $\frac{1}{4}$	
Number of Acres:	80.00	
Royalty Rate:	Various	
Total ORRI:	2.254933%	
Name and Percent of WI Owners:	Newkumet Exploration, Inc.	2.2500%
	RSC Resources, L.P.	2.1000%
	Axis Energy Corporation	8.4000%
	Sagebrush Interests, LLC	2.2500%
	WBA Resources, Ltd.	1.0000%
	Bradley S. Bates	6.2500%
	Petras Energy, LP	0.2125%
	Endeavor Energy Resources, LP	77.5375%

Tract No. 2

Lease Serial Number:	NM 119278
Lease Date:	December 1, 2007
Lease Term:	10 years
Lessor:	United States of America
Present Lessees:	R&R Royalty, Ltd. 75% Unified Assets, Inc. 25%
Description of Land Committed:	<u>Township 26 South, Range 33 East, N.M.P.M.</u> Section 3: E½NE¼, NW¼, and E½SW¼
Number of Acres:	320.00
Royalty Rate:	12.5%
Total ORRI:	10.21%
Name and Percent of WI Owners:	R&R Royalty, Ltd. 15.00% Unified Assets, Inc. 5.00% Newkumet Exploration, Inc. 1.80% RSC Resources, L.P. 1.68% Axis Energy Corporation 6.72% Sagebrush Interests, LLC 1.80% WBA Resources, Ltd. 0.80% Bradley S. Bates 5.00% Petras Energy, LP 0.17% Endeavor Energy Resources, LP 62.03%

Tract No. 2

Lease Serial Number:	NM 119278
Lease Date:	December 1, 2007
Lease Term:	10 years
Lessor:	United States of America
Present Lessees:	R&R Royalty, Ltd. 75% Unified Assets, Inc. 25%
Description of Land Committed:	<u>Township 26 South, Range 33 East, N.M.P.M.</u> Section 3: E½NE¼, NW¼, and E½SW¼
Number of Acres:	320.00
Royalty Rate:	12.5%
Total ORRI:	10.21%
Name and Percent of WI Owners:	R&R Royalty, Ltd. 15.00% Unified Assets, Inc. 5.00% Newkumet Exploration, Inc. 1.80% RSC Resources, L.P. 1.68% Axis Energy Corporation 6.72% Sagebrush Interests, LLC 1.80% WBA Resources, Ltd. 0.80% Bradley S. Bates 5.00% Petras Energy, LP 0.17% Endeavor Energy Resources, LP 62.03%

Tract No. 3

Lease Serial Number: N/A

The following fee lease: Oil and Gas Lease from Dinwiddie Cattle Company, LLC to Peregrine Production, LLC, dated July 20, 2007, recorded at Lea County Records Book 1528, page 858. The lease allows for pooling for a spacing unit fixed by the New Mexico Oil Conservation Division.

Description of Land Committed: Township 26 South, Range 33 East, N.M.P.M.
Section 3: W $\frac{1}{2}$ SW $\frac{1}{4}$ and SE $\frac{1}{4}$

Number of Acres: 240.00

Royalty Rate: 20%

Total ORRI: 2.71%

Name and Percent of WI Owners:	Newkumet Exploration, Inc.	2.2500%
	RSC Resources, L.P.	2.1000%
	Axis Energy Corporation	8.4000%
	Sagebrush Interests, LLC	2.2500%
	WBA Resources, Ltd.	1.0000%
	Bradley S. Bates	6.2500%
	Petras Energy, LP	0.2125%
	Endeavor Energy Resources, LP	77.5375%

RECAPITULATION

<u>Tract No.</u>	<u>No. of Acres Committed</u>	<u>Percentage of Interest in Communitized Area</u>
1	80.00	12.5%
2	320.00	50.0%
3	240.00	37.5%
Total:	640.00	100%

WORKING INTEREST OWNER: Newkumet Exploration, Inc.

Date: _____ By: _____

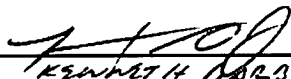
Title: _____

WORKING INTEREST OWNER: RSC Resources, L.P.
Cogent Energy, Inc., its general partner

Date: _____ By: _____

Title: _____

WORKING INTEREST OWNER: Axis Energy Corporation

Date: 2/22/2011 By: 

Title: PRESIDENT

WORKING INTEREST OWNER: Sagebrush Interests, LLC

Date: _____ By: _____

Title: _____

WORKING INTEREST OWNER: WBA Resources, Ltd.

Date: _____ By: _____

Title: _____

WORKING INTEREST OWNER: Bradley S. Bates

Date: _____ By: _____

Title: _____

WORKING INTEREST OWNER: Newkumet Exploration, Inc.

Date: _____

By: _____

Title: _____

WORKING INTEREST OWNER: RSC Resources, L.P.
Cogent Energy, Inc., its general partner

Date: _____

By: _____

Title: _____

WORKING INTEREST OWNER: Axis Energy Corporation

Date: _____

By: _____

Title: _____

WORKING INTEREST OWNER: Sagebrush Interests, LLC

Date: 15 Feb 2011

By: Wayne Turner

Title: PARTNER

WORKING INTEREST OWNER: WBA Resources, Ltd.

Date: _____

By: _____

Title: _____

WORKING INTEREST OWNER: Bradley S. Bates

Date: _____

By: _____

Title: _____

WORKING INTEREST OWNER: Newkumet Exploration, Inc.

Date: _____

By: _____

Title: _____

WORKING INTEREST OWNER: RSC Resources, L.P.
Cogent Energy, Inc., its general partner

Date: _____

By: _____

Title: _____

WORKING INTEREST OWNER: Axis Energy Corporation

Date: _____

By: _____

Title: _____

WORKING INTEREST OWNER: Sagebrush Interests, LLC

Date: _____

By: _____

Title: _____

WORKING INTEREST OWNER: WBA Resources, Ltd.

Date: 2/14/11

By: Richard R. Montgomery

President of Plateau Resources, Inc.

Title: General Partner of WBA Resources, Ltd.

WORKING INTEREST OWNER: Bradley S. Bates

Date: _____

By: _____

Title: _____

WORKING INTEREST OWNER: Newkumet Exploration, Inc.

Date: _____

By: _____

Title: _____

WORKING INTEREST OWNER: RSC Resources, L.P.
Cogent Energy, Inc., its general partner

Date: _____

By: _____

Title: _____

WORKING INTEREST OWNER: Axis Energy Corporation

Date: _____

By: _____

Title: _____

WORKING INTEREST OWNER: Sagebrush Interests, LLC

Date: _____

By: _____

Title: _____

WORKING INTEREST OWNER: WBA Resources, Ltd.

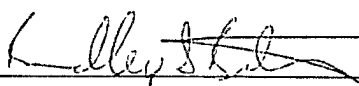
Date: _____

By: _____

Title: _____

WORKING INTEREST OWNER: Bradley S. Bates

Date: 2-10-11

By: 

Title: WI OWNER

WORKING INTEREST OWNER: Petras Energy, LP

Date: 02-10-2011

By: [Signature]

Title: Owner

ACKNOWLEDGEMENT FOR CORPORATION

STATE OF _____)
COUNTY OF _____)

The foregoing instrument was acknowledge before me this ____ day of _____,
2011 by _____ of _____,
a _____ corporation, on behalf of said corporation.

My Commission Expires: _____
Notary Public

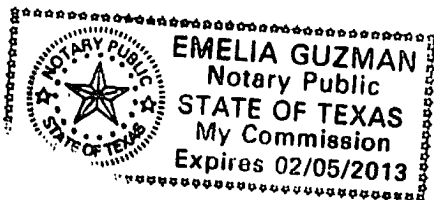
ACKNOWLEDGEMENT LIMITED PARTNERSHIP

STATE OF TEXAS)
COUNTY OF MIDLAND)

The foregoing instrument was acknowledge before me this 10th day of FEBRUARY,
2011 by AUTRY C. STEPHENS, Sub Member of Endeavor Energy Resources,
a _____ limited partnership, on behalf of said partnership.

My Commission Expires: 02-05-2013

[Signature]
Notary Public



WORKING INTEREST OWNER: Petras Energy, LP

Date: _____

By: _____

Title: _____

ACKNOWLEDGEMENT FOR CORPORATION

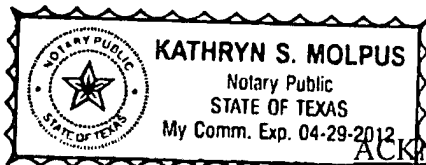
STATE OF TEXAS)

COUNTY OF NUECES)

The foregoing instrument was acknowledge before me this 28TH day of FEBRUARY, 2011 by RAJAN D. AHWA, VP-LAND of MAGNUM O+G INC., a GENERAL PARTNER of cor corporation, on-behalf-of-said-corporation.
R+R ROYALTY, LTD.

My Commission Expires: 4-29-2012

Kathryn S. Molpus
Notary Public



ACKNOWLEDGEMENT LIMITED PARTNERSHIP

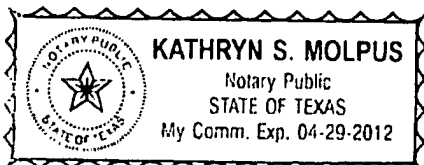
STATE OF TEXAS)

COUNTY OF NUECES)

The foregoing instrument was acknowledge before me this 28TH day of FEBRUARY, 2011 by LAURIE MINTZ, MEMBER of UNIFIED ASSETS, LTD., a _____ limited partnership, on behalf of said partnership.

My Commission Expires: 4-29-2012

Kathryn S. Molpus
Notary Public



WORKING INTEREST OWNER: Petras Energy, LP

Date: _____

By: _____

Title: _____

ACKNOWLEDGEMENT FOR CORPORATION

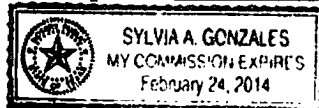
STATE OF Texas)

COUNTY OF Nueces)

The foregoing instrument was acknowledge before me this 22 day of February,
2011 by Michael L. Mintz GENERAL PARTNER UNIFIED ASSETS, LTD.
a LIMITED corporation, on behalf of said corporation.

My Commission Expires: 02-24-2014

Sylvia A. Gonzales
Notary Public



ACKNOWLEDGEMENT LIMITED PARTNERSHIP

STATE OF _____)

COUNTY OF _____)

The foregoing instrument was acknowledge before me this ____ day of _____,
2011 by _____ of _____,
a _____ limited partnership, on behalf of said partnership.

My Commission Expires: _____

Notary Public

WORKING INTEREST OWNER: Petras Energy, LP

Date: _____

By: _____

Title: _____

ACKNOWLEDGEMENT FOR CORPORATION

STATE OF TEXAS)

COUNTY OF MIDLAND)

The foregoing instrument was acknowledge before me this 11th day of FEBRUARY, 2011 by WAYNE NEWKUMET, PRESIDENT of NEWKUMET EXPLORATION, INC, a TEXAS corporation, on behalf of said corporation.

My Commission Expires: 3-20-12

Karen Adams
Notary Public



ACKNOWLEDGEMENT LIMITED PARTNERSHIP

STATE OF _____)

COUNTY OF _____)

The foregoing instrument was acknowledge before me this ____ day of _____, 2011 by _____ of _____, a _____ limited partnership, on behalf of said partnership.

My Commission Expires: _____

Notary Public

WORKING INTEREST OWNER: Petras Energy, LP

Date: _____ By: _____

Title: _____

ACKNOWLEDGEMENT FOR CORPORATION

STATE OF _____)
COUNTY OF _____)

The foregoing instrument was acknowledge before me this ____ day of _____,
2011 by _____ of _____,
a _____ corporation, on behalf of said corporation.

My Commission Expires: _____
Notary Public

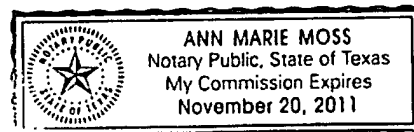
ACKNOWLEDGEMENT

STATE OF Texas)
COUNTY OF Midland)

The foregoing instrument was acknowledge before me this 16th day of February, 2011
by Randall S. Cate as Predsident of Cogent Energy, Inc., general partner of RSC Resources, L.P.,
on behalf of said partnership.

My Commission Expires: 11.20.11

Notary Public



WORKING INTEREST OWNER: Petras Energy, LP

Date: _____ By: _____

Title: _____

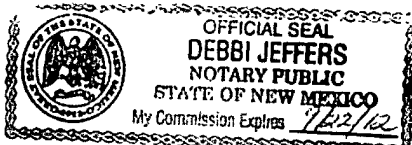
ACKNOWLEDGEMENT FOR CORPORATION

STATE OF New Mexico)
COUNTY OF Chaves)

The foregoing instrument was acknowledge before me this 22nd day of February, 2011 by Kenneth Barbe Jr., President of Axis Energy Corporation, a Texas corporation, on behalf of said corporation.

My Commission Expires: 9/22/12

Debbi Jeffers
Notary Public



ACKNOWLEDGEMENT LIMITED PARTNERSHIP

STATE OF _____)
COUNTY OF _____)

The foregoing instrument was acknowledge before me this ____ day of _____, 2011 by _____, _____ of _____, a _____ limited partnership, on behalf of said partnership.

My Commission Expires: _____

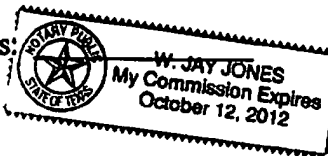
Notary Public

ACKNOWLEDGEMENT FOR LIMITED LIABILITY COMPANY

STATE OF Texas)
COUNTY OF Harris)

The foregoing instrument was acknowledge before me this 15th day of February,
2011 by D.W. TURNER, PARTNER of SAGEBRUSH INTERESTS,
a _____ limited liability company, on behalf of said company.

My Commission Expires:



W. Jay Jones
Notary Public

ACKNOWLEDGEMENT FOR INDIVIDUAL

STATE OF _____)
COUNTY OF _____)

The foregoing instrument was acknowledge before me this _____ day of _____,
2011 by _____.

My Commission Expires: _____

Notary Public

WORKING INTEREST OWNER: Petras Energy, LP

Date: _____

By: _____

Title: _____

ACKNOWLEDGEMENT FOR CORPORATION

STATE OF _____)

COUNTY OF _____)

The foregoing instrument was acknowledge before me this ____ day of _____, 2011 by _____, _____ of _____, a _____ corporation, on behalf of said corporation.

My Commission Expires: _____

Notary Public

ACKNOWLEDGEMENT LIMITED PARTNERSHIP

STATE OF TEXAS)

COUNTY OF MIDLAND)

The foregoing instrument was acknowledge before me this 14 day of February, 2011 by Richard R. Montgomery, President of Plateau Resources, Inc., ~~xx~~ the General Partner of limited partnership, on behalf of said partnership.
WBA Resources, Ltd.

My Commission Expires: 6/21/13

Keila G. Dunton
Notary Public



STATE OF NEW MEXICO
COUNTY OF LEA
FILED

29729

APR 14 2011

at 1:03 o'clock P M
and recorded in Book 1724
Page 745
Pat Chappelle, Lea County Clerk
By [Signature] Deputy

6

BOOK 1724 PAGE 771



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