

**IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE DISTRICT OF DELAWARE**

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| In re:  | ) | Chapter 11   |
|   | ) |  |
| EXTRACTION OIL & GAS, INC. <i>et al.</i> , <sup>1</sup> | ) | Case No. 20-11548 (CSS)                                      |
|   | ) | (Jointly Administered)                                       |
| Debtors   | ) |  |
|   | ) | Re: Docket Nos. 1505 & 1508                                  |
|   | ) |  |
|   | ) | <b>Hearing Date: December 7, 2021 at 2:00 pm (ET)</b>        |
|   | ) | <b>Objection Deadline: November 12, 2021 at 4:00 pm (ET)</b> |

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**MOTION FOR ORDER RESOLVING CONTROVERSIES AND DISPUTES  
REGARDING INTERPRETATION AND ENFORCEMENT OF PLAN AND MATTERS  
RELATED TO THE ASSUMPTION OR REJECTION OF EXECUTORY CONTRACTS**

PDC Energy, Inc. (“**PDC**”) a counterparty to certain executory contracts with the above captioned Debtor, Extraction Oil & Gas, Inc. (“**Extraction**”) and pursuant to the *Sixth Amended Joint Plan of Reorganization of Extraction Oil & Gas, Inc. and Its Debtor Affiliates Pursuant to the Chapter 11 of the Bankruptcy Code* (Docket No. 1505)(the “**Plan**”) respectfully requests that this court enter any appropriate order and related judgment resolving certain controversies and disputes regarding the interpretation and enforcement of the Plan and matters related to the assumption or rejection of the executory contracts described herein. In support of this motion PDC hereby states as follows:

**I. BACKGROUND**

1. On June 14, 2020 (the “**Petition Date**”), Extraction filed voluntary petitions under chapter 11, title 11 of the United States Code thereby commencing the chapter 11 cases captioned.

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<sup>1</sup> The Debtors in these chapter 11 cases, along with the last four digits of each Debtor’s federal tax identification number, are: Extraction Oil & Gas, Inc. (3923); 7N, LLC (4912); 8 North, LLC (0904); Axis Exploration, LLC (8170); Extraction Finance Corp. (7117); Mountaintop Minerals, LLC (7256); Northwest Corridor Holdings, LLC (9353); Table Mountain Resources, LLC (5070); XOG Services, LLC (6915); and XTR Midstream, LLC (5624). The location of the Debtors’ principal place of business is 370 17th Street, Suite 5300, Denver, Colorado 80202.



*In re: Extraction Oil & Gas, Inc. et al.* (jointly administered under Case No. 20-11548 (CSS)) (the “**Chapter 11 Cases**”) filed in the United States Bankruptcy Court for the District of Delaware (the “**Bankruptcy Court**”).

2. On the Petition Date, Extraction was a party to three (3) separate agreements underlying the dispute described herein. The three (3) separate agreements are as follows:

- A. Amended and Restated Transportation Services Agreement (the “**Grand Mesa TSA**”) dated June 21, 2016, between Grand Mesa Pipeline, LLC (“**Grand Mesa**”) and Bayswater. Bayswater assigned the Grand Mesa TSA to Extraction on July 29, 2016 (a copy of the Grand Mesa TSA is attached hereto as **Exhibit A**);
- B. Crude Oil Sale and Exchange Agreement (the “**Exchange Agreement**”), dated September 30, 2016, between Extraction and PDC (as successor in interest to Bayswater Exploration & Production, LLC, Bayswater Blenheim Holdings LC and Bayswater Blenheim Holdings II, LLC (collectively, “**Bayswater**”) and Bayswater assigned the Exchange Agreement to PDC Energy, Inc. (“**PDC**”) on January 5, 2018, effective June 1, 2017 (the Exchange Agreement is attached hereto as **Exhibit B**); and
- C. Letter Agreement (the “**Line Fill Letter Agreement**”), dated May 30, 2018, between Extraction, Bayswater and PDC (the Line Fill Letter Agreement is attached hereto as **Exhibit C**); and

3. The Line Fill Letter Agreement provided that Extraction would credit the Line Fill Receivable Amount of \$2,795,707 to PDC “upon the earlier of (i) the termination of the Exchange Agreement; or (ii) such time as 4,454,830 barrels [of oil] have been delivered under the Exchange Agreement.” The Exchange Agreement provided that the term of the Exchange Agreement shall continue for the duration of the Initial Term (as defined in the Grand Mesa TSA).

4. On June 15, 2020, Extraction filed the *Debtors’ Omnibus Motion for Entry of an Order (I) Authorizing Rejection of Unexpired Leases of Nonresidential Real Property and Executory Contracts Effective as of the Dates Specified Herein and (II) Granting Related Relief* [Docket No. 14] (the “**Rejection Motion**”), seeking authorization to reject, among others, the

Grand Mesa TSA, pursuant to section 365 of the Bankruptcy Code; the Rejection Motion did not reference the Line Fill Letter Agreement or Exchange Agreement.

5. On November 2, 2020, the Bankruptcy Court granted the Rejection Motion, authorizing Extraction to reject the Grand Mesa TSA retroactive to the date set forth in the Rejection Motion [Docket No. 942] (the “**Rejection Ruling**”) and, on November 10, 2020, the Bankruptcy Court entered the *Order Granting Motion to Reject Certain Executory Contracts* [Docket No. 1038] (the “**Rejection Order**”), granting Extraction’s rejection of the Grand Mesa TSA; again, the Rejection Order did not reference the Line Fill Letter Agreement or Exchange Agreement.

6. On December 19, 2020, Extraction and Grand Mesa entered into a settlement agreement (the “**Grand Mesa Settlement**”) that provided for, among other things, the termination of the Grand Mesa TSA effective as of the Petition Date. PDC did not receive notice of the Grand Mesa Settlement.

7. On December 21, 2020, the Bankruptcy Court entered an order approving the Grand Mesa Settlement, including the termination of the Grand Mesa TSA effective as of the Petition Date.

## II. CONFIRMATION OF THE PLAN

8. On December 23, 2020, the Bankruptcy Court entered the *Findings of Fact, Conclusions of Law, and Order Confirming the Sixth Amended Joint Plan of Reorganization of Extraction Oil & Gas, Inc. and its Debtor Affiliates Pursuant to Chapter 11 of the Bankruptcy Code* [Docket No. 1509] (the “**Confirmation Order**”), which confirmed the Plan. The Plan and the Confirmation Order specifically provide that:

*“Except as otherwise provided in the Plan (including but not limited to Article IV.F.14 of this Plan) or otherwise agreed to by the Debtors and the counterparty*

*to an Executory Contract or Unexpired Lease, all Executory Contracts or Unexpired Leases not previously assumed, assumed and assigned, or rejected in the Chapter 11 Cases, shall be deemed assumed by the Reorganized Debtors, effective as of the Effective Date, in accordance with the provisions and requirements of sections 365 and 1123 of the Bankruptcy Code and regardless of whether such Executory Contract or Unexpired Lease is set forth on the Schedule of Assumed Executory Contracts and Unexpired Leases.”*

Plan, Article V(A); pgs. 39-40; Confirmation Order, ¶103; pg. 53 (emphasis added).

### **III. CONTROVERSIES AND DISPUTES REGARDING PLAN AND EXECUTORY CONTRACTS**

9. As a result of the above Plan provisions and the Confirmation Order approving the same, it is the position of PDC that both the Exchange Agreement and the Line Fill Letter Agreement are deemed to be Executory Contracts assumed by Extraction and therefore the Line Fill Receivable Amount of \$2,795,707 remains fully enforceable by PDC against Extraction.

10. Extraction disputes the position taken by PDC. Extraction believes that the Line Fill Receivable Amount owing to PDC constitutes a prepetition unsecured claim because of the rejection of the Grand Mesa TSA and subsequent Grand Mesa Settlement, which Extraction claims resulted in the termination of both the Exchange Agreement and the Line Fill Letter Agreement. PDC does agree with Extraction that termination of the Grand Mesa TSA resulted in termination of the Exchange Agreement, which resulted in the Line Fill Receivable Amount becoming due and owing to PDC. Nevertheless given that Extraction assumed both the Exchange Agreement and the Line Fill Receivable Agreement pursuant to the terms of the Plan and Confirmation Order, the Line Fill Receivable Amount became an assumed post-confirmation liability of the reorganized Extraction and it is now due and payable in full to PDC. Plan, Art. 5(A).

11. Pursuant to Article XI of the Plan and paragraph 154 of the Confirmation Order, this Bankruptcy Court retained jurisdiction in these Chapter 11 Cases to, among other things: “(i) resolve any matters related to the assumption or rejection of any Executory Contract; (ii) enter and

implement such orders as may be necessary or appropriate to execute, implement, or consummate the provisions of the Plan; and (iii) resolve any cases, controversies, suits, disputes, or Causes of Action that may arise in connection with the Consummation, interpretation, or enforcement of the Plan or any Entity's obligations incurred in connection with the Plan." Plan, Art, XI, §§ 3,8 and 10. As a result, this Bankruptcy Court has authority to resolve the dispute between PDC and Extraction regarding the current status of the liabilities owing to PDC by Extraction under both the Exchange Agreement and the Line Fill Letter Agreement. *Id.*

**IV. APPLICABLE LAW SUPPORTS THE POSITION OF PDC THAT THE EXECUTORY CONTRACTS WITH IT WERE ASSUMED PURSUANT TO THE PLAN**

12. Neither the Rejection Motion, the Rejection Order, nor the Confirmation Order listed the Line Fill Letter Agreement or Exchange Agreement as rejected contracts. Instead, the confirmed Plan herein specifically provides that: "all Executory Contracts .... not previously assumed.... or rejected shall be deemed assumed by the Reorganized Debtors" (Plan, Art. V(A)). As a result, the law clearly requires that Extraction be deemed to have assumed the Exchange Agreement and the Line Fill Letter Agreement with PDC. The termination of the Grand Mesa TSA triggered termination of the Exchange Agreement and thus triggered the Line Fill Receivable Amount becoming a fully due and owing post- confirmation liability of Extraction to PDC. As a result, PDC holds a fully enforceable post confirmation claim against Extraction for \$2,795,707.00 which must be paid in full. *Line Fill Letter Agreement ¶2, Page 2 and Plan Art. V(A)*.

13. The Bankruptcy Code provides that "the provisions of a confirmed plan bind the debtor." 11 U.S.C. § 1141. In addition, "[c]ase law teaches that an order confirming a plan of reorganization operates as a final judgment binding a debtor and its successors. . . . This is not a controversial proposition." *Kravitz v. Samson Energy Co., LLC (In re Samson Res. Corp.)*, 590

B.R. 643, 649 (Bankr. D. Del. 2018) (citing *United States Aid Funds, Inc. v. Espinosa*, 559 U.S. 260, 270-72, 275 (2010)); *see also Zardinovsky v. Arctic Glacier Income Fund (In re Arctic Glacier Int'l, Inc.)*, 901 F.3d 162, 167 (3d Cir. 2018) (holding that “a confirmed plan is a binding plan” and rejecting an argument that “would nullify the res judicata effect of confirmed plans and, with it, much of Chapter 11”).

14. Accordingly, the doctrine of res judicata bars a party from taking a position contrary to a confirmed plan. *See Zardinovsky v. Arctic Glacier Income Fund (In re Arctic Glacier Int'l, Inc.)*, 255 F. Supp. 3d 534, 546 (D. Del. 2017) (“[I]t is ‘well settled that a plan is binding upon all parties once it is confirmed and that all questions that could have been raised pertaining to such plan are res judicata.’”)

15. Thus, where a confirmed plan of reorganization provided that the debtors were “‘deemed to have assumed each executory contract’ unless it was previously assumed or rejected,” and the debtors had not previously rejected the agreement, the Court concluded that the “Agreement was assumed pursuant to the Confirmation Order. As such, the Plaintiffs are estopped from asserting that they did not assume the . . . Agreement.” *Philip Servs. Corp. v. Luntz (In re Philip Servs., Inc.)*, 284 B.R. 541, 551 (Bankr. D. Del. 2002).

16. This is exactly the situation here. Extraction did not reject the Exchange Agreement or the Line Fill Letter Agreement. Thus, under the terms of Confirmation Order and Plan, Extraction assumed the Exchange Agreement and the Line Fill Agreement. Res judicata now bars Extraction from arguing otherwise.

17. As a result of Extraction’s assumption of the Exchange Agreement and the Line Fill Letter Agreement, and the subsequent Grand Mesa Settlement, PDC holds a fully enforceable post-confirmation claim against Extraction for \$2,795,707.00 which must be paid in

full. See Line Fill Letter Agreement ¶2, Page 2; see also *In re G-I Holdings, Inc.*, 580 B.R. 388, 420 (Bankr. D.N.J. 2018) (“Once an executory contract is properly assumed, the debtor is bound to assume all of its terms *cum onere*—with all of its benefits and burdens.”).

**V. REQUEST FOR RELIEF**

**WHEREFORE**, PDC Energy, Ince respectfully requests that this Court enter an order and judgment in its favor and against Extraction Oil & Gas, Inc. holding and determining that Extraction has assumed the Exchange Agreement and Line Fill Letter Agreement and ordering that Extraction immediately pay to PDC the \$2,795,707 owing to PDC by Extraction under those assumed agreements. PDC also requests that this Court enter any further and additional relief this Court deems necessary and just.

Dated: October 21, 2021

Respectfully submitted,

MARKUS WILLIAMS YOUNG &  
HUNSICKER LLC

/s/ John F. Young  
John F. Young, #26989  
Zachary G. Sanderson, #52899  
1775 Sherman Street, Suite 1950  
Denver, Colorado 80203-4505  
Telephone (303) 830-0800  
Facsimile (303) 830-0809  
Email: [jyoung@markuswilliams.com](mailto:jyoung@markuswilliams.com)  
[zsanderson@markuswilliams.com](mailto:zsanderson@markuswilliams.com)

GELLERT SCALI BUSENKELL &  
BROWN, LLC

/s/ Michael Busenkell  
Michael Busenkell (DE 3933)  
1201 N. Orange Street, Suite 300  
Wilmington, DE 19801  
Telephone (302) 425-5812  
Facsimile (302) 425-5814  
Email: [mbusenkell@gsbblaw.com](mailto:mbusenkell@gsbblaw.com)

*Attorneys for the PDC Energy, Inc.*

**EXHIBIT A**



## AMENDED AND RESTATED TRANSPORTATION SERVICES AGREEMENT

THIS AMENDED AND RESTATED TRANSPORTATION SERVICES AGREEMENT (this “**Agreement**”) is made and entered into this 21<sup>st</sup> date of June, 2016 (the “**Effective Date**”), by and between GRAND MESA PIPELINE, LLC, a Delaware limited liability company (“**Grand Mesa**”) and BAYSWATER EXPLORATION & PRODUCTION, LLC, a Colorado limited liability company (“**Shipper**”). Shipper and Grand Mesa are sometimes hereinafter referred to individually as “**Party**” or collectively as “**Parties.**”

### WITNESSETH:

WHEREAS, Grand Mesa is planning to construct, own, operate and maintain an interstate crude oil pipeline and certain associated appurtenant facilities as described in Exhibit A to this Agreement (said pipeline and all associated appurtenances and facilities, the “**Pipeline System**”) that will originate at a station to be constructed near Lucerne, Weld County, Colorado with an injection station near Kersey (Riverside Reservoir), Colorado (collectively, the “**Colorado Stations**”) and terminate at NGL Energy Partners LP’s terminal in Cushing, Oklahoma (the “**Cushing Terminal**”); and

WHEREAS, in consideration and support of Grand Mesa’s commitment to construct the Pipeline System, Shipper and Grand Mesa mutually desire to enter into this Agreement pursuant to which Shipper will commit to ship, and will ship after the Pipeline System becomes operational, specified volumes of Crude Petroleum through the Pipeline System from the Colorado Stations to the Cushing Terminal and to pay a minimum payment each month in addition to a fee applicable to any incremental volumes shipped through the Pipeline System, subject to the terms and conditions set forth below;

WHEREAS, the Parties entered into a Transportation Services Agreement, dated September 4, 2014 (the “**Original Transportation Services Agreement**”), pursuant to which Shipper committed to ship 7,000 Barrels per day of crude petroleum through Grand Mesa’s Pipeline System from the Colorado Stations to the Cushing Terminal over a five (5) year term at an initial tariff rate of \$5.20 per barrel; and

WHEREAS, Shipper and Grand Mesa desire to amend the Original Transportation Services Agreement as set forth herein with respect to Shipper’s committed volume, the term and the tariff rate and to provide for Shipper’s dedication of certain oil, gas and mineral leases and wells located in Weld County, Colorado owned or controlled by Shipper, along with all Crude Petroleum produced therefrom and associated reserves (collectively, the “**Dedicated Interests**” as further defined below) as further consideration of the amendments herein.

NOW THEREFORE, in consideration of the mutual covenants and promises of the Parties set forth in this Agreement, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. **DEDICATION AND WARRANTIES.**

- 1.1 As assurance for Shipper's performance under this Agreement, and subject to the terms and conditions of this Agreement and Shipper's Reservations, Shipper hereby dedicates and commits to the performance of this Agreement, all of Shipper's right, title and interest in and to: (i) the Subject Leases; (ii) the Wells; (iii) the Dedicated Reserves; and (iv) Shipper's Crude Petroleum all to the extent located within, or produced from the Dedication Area (collectively, the "**Dedicated Interests**"), for and during the Term of this Agreement, for the purpose of exclusively dedicating and committing the Dedicated Interests to Grand Mesa for the performance of this Agreement.
- 1.2 The dedication by Shipper described in the preceding paragraph for the performance of this Agreement shall be a covenant running with the land (and for clarity, shall also apply to any Dedicated Interests acquired by Shipper subsequent to the Effective Date), shall be deemed to touch and concern all of Shipper's oil and gas leasehold interests in the lands within the Dedication Area, and shall be binding upon all of Shipper's permitted successors and assigns. To that end, counterparts of a recording memorandum for this Agreement, in the form attached hereto as Exhibit E, shall be filed of record in all counties in which any of the Dedicated Interests are located.
- 1.3 The Dedicated Interests do not include any of Shipper's Crude Petroleum that has already been dedicated prior to the Effective Date as set forth on Exhibit F (or in the case of subsequently acquired interests, prior to the date of such acquisition) (a "**Prior Dedication**"). Shipper shall not extend marketing or transportation agreements governing Shipper's Crude Petroleum subject to a Prior Dedication(s) beyond the end of the longest primary contract term associated with the transportation and/or marketing of that particular Shipper's Crude Petroleum. Upon termination of such agreements, all Shipper's Crude Petroleum subject to the Prior Dedication(s) shall be deemed part of Shipper's dedication hereunder for the remaining Term of this Agreement.
- 1.4 If Shipper transfers any right, title, or interest in the Dedicated Interests, such transfer shall be made subject to this Agreement and any such transfer shall not impair the dedication herein to Grand Mesa. Shipper shall notify Grand Mesa of any such transfer within ten (10) days of the effective date thereof. Shipper shall notify in writing any transferee that such acreage remains dedicated to Grand Mesa pursuant to this Agreement and Shipper shall ensure that any such transfer is accompanied with appropriate contractual language requiring the transferee to deliver Crude Petroleum subject to the dedication herein to Grand Mesa during the Term of and in accordance with this Agreement. Any such transfer or Shipper's failure to notify Grand Mesa thereof shall not impair Grand Mesa's rights under this Agreement as against Shipper. If Shipper transfers any right, title, or interest in

some, but not all of the Dedicated Interests in addition to the requirements of the foregoing sentence, any right, title, or interest retained by Shipper shall remain subject to this Agreement and the dedication herein, and, subject to Section 15.9, Shipper's Committed Volume shall not be affected by any such transfer and will remain unchanged.

- 1.5 Shipper represents and warrants to Grand Mesa that Shipper Owns or Controls and has the right to tender for shipment all of Shipper's Crude Petroleum dedicated under this Agreement, and the Dedicated Interests are not subject to any prior dedication as of the Effective Date of this Agreement other than the Prior Dedication(s). Further, Shipper represents and warrants to Grand Mesa that there are no unrecorded assignments, dedications, liens or other interests affecting the subject Leases and the Wells.

## 2. DEFINITIONS.

In addition to terms or phrases that are defined in the above recitals, which are hereby incorporated into this Agreement, or which are defined elsewhere in this Agreement, the following terms or phrases have the definitions set forth below:

**"Affiliate"** means, with respect to any Person, any Person directly or indirectly Controlling, Controlled by or under common Control with such Person.

**"Agreement"** has the meaning set forth in the opening paragraph.

**"Applicable Laws"** means all federal, state or local laws, rules, orders or regulations applicable to the Parties, the Pipeline System, this Agreement, and the transactions contemplated hereby.

**"Barrel"** means forty-two (42) U.S. gallons at sixty degrees (60°) Fahrenheit and zero (0) gauge pressure if the vapor pressure of the Crude Petroleum is at or below atmospheric pressure, or at equilibrium pressure if the vapor pressure of the Crude Petroleum is above atmospheric pressure.

**"Colorado Stations"** has the meaning set forth in the Recitals.

**"Commencement Date"** means the first day of the first Month after the Month in which Shipper has received not less than forty-five (45) calendar days' prior written notice from Grand Mesa that construction of the Pipeline System is substantially complete and that the Pipeline System is operational.

**"Committed Volume"** means the first fourteen million six hundred six thousand (14,606,000) Barrels of Shipper's Crude Petroleum over the initial seven (7) year term of this Agreement and the first nine million one hundred five thirty thousand (9,135,000)

Barrels of Shipper's Crude Petroleum over the additional five (5) year term of this Agreement if extended pursuant to Section 6.1.

**"Completion Due Date"** has the meaning set forth in Section 3.1.

**"Confidential Information"** has the meaning set forth in Section 15.3.

**"Control," "Controlling" or "Controlled"** means the possession, directly or indirectly, of the right or power to direct or cause the direction of the management and policies of another Person, whether through the ownership of voting securities, partnership interests, management authority, by contract or otherwise; and without limiting the foregoing, it shall be deemed that the ownership of more than 50% of the voting securities, partnership interests, member interests or percentage interest of another Person shall be deemed to meet such control test.

**"Contract Year"** shall mean the twelve-Month period beginning on the Commencement Date and ending on the anniversary thereof, and each subsequent annual period during the Term.

**"Crude Petroleum"** has the meaning set forth in the Tariff.

**"Cushing Terminal"** has the meaning set forth in the Recitals.

**"Dedication Area"** means the following described lands located within Weld County, Colorado:

Township 5 North, Range 65 West, 6<sup>th</sup> P.M.

Section 4: W/2NW/4, NE/4NW/4, SW/4

Section 9: W/2NW/4, S/2

Section 10: S/2

Section 15: N/2

Section 16: NE/4, E/2NW/4

Township 6 North, Range 65 West, 6<sup>th</sup> P.M.

Section 29: All

**"Dedicated Interests"** has the meaning set forth in Section 1.1.

**"Dedicated Reserves"** means all of the right, title and interest of Shipper in and to all Crude Petroleum reserves in and under the Subject Leases and the Wells Owned or Controlled by Shipper, whether now owned or hereafter acquired by Shipper.

**"Effective Date"** has the meaning set forth in the opening paragraph.

**"Event of Default"** has the meaning set forth in Section 13.1.

“**FERC**” means the Federal Energy Regulatory Commission or any commission, agency or other governmental body succeeding to the powers of such commission.

“**FERC Index**” means the current “Multiplier to Use” as identified in the “Oil Pipeline Index” published annually by the FERC at:  
<http://www.ferc.gov/industries/oil/gen-info/pipeline-index.asp>.

“**Fixed Monthly Payment**” has the meaning set forth in Section 8.1.

“**Fixed Monthly Payment Volume**” means the volume of crude oil on a monthly basis calculated using the daily volumes shown on Schedule A.

“**Force Majeure**” has the meaning set forth in Section 15.2.

“**Governmental Authority**” means any government, any governmental, administrative or regulatory entity, authority, commission, board, agency, instrumentality, bureau or political subdivision and any court, tribunal or judicial body (federal, state or local).

“**Grand Mesa**” has the meaning set forth in the opening paragraph.

“**Guaranty**” means the guaranty agreement provided by Shipper in favor of Grand Mesa for securing payment obligations under this Agreement, attached hereto as Exhibit B.

“**Guarantor**” means the person or entity identified in the Guaranty as Shipper’s guarantor.

“**Incremental Volume**” means the volume of Crude Petroleum on a monthly basis delivered by Shipper and received by Grand Mesa in excess of the Fixed Monthly Payment Volume.

“**Month**” means a calendar month during the Term.

“**Original Transportation Services Agreement**” has the meaning set forth in the Recitals.

“**Party**” or “**Parties**” has the meaning set forth in the opening paragraph.

“**Permitted Transfer**” means with respect to either Party, any assignment or transfer of this Agreement (a) to an Affiliate of such Party, (b) to any corporation or other entity which is a successor to such Party either by merger or consolidation, (c) to a purchaser of all or substantially all of such Party’s assets, (d) to a purchaser of all or substantially all of Shipper’s Subject Leases, or (e) to a partnership of which such Party or an Affiliate of such Party is the general partner.

“**Person**” means any individual, partnership, corporation, limited liability company, unincorporated organization or association, trust (including the trustees thereof, in their capacity as such) or other entity.

**“Pipeline System”** has the meaning set forth in the Recitals and is more fully described on Exhibit A.

**“Services”** means transportation on the Pipeline System of Crude Petroleum for a Shipper’s account from the Colorado Stations to the Cushing Terminal.

**“Shipment Schedule”** means a nomination to allow delivery of Crude Petroleum into and out of the Pipeline System in writing given at least by the twenty-fifth (25<sup>th</sup>) day of each Month, advising as to the nominations and quantity of Crude Petroleum that Shipper expects to tender for shipment at the Colorado Stations during the following Month and to the specific destination points at the Cushing Terminal.

**“Shipped Volumes”** means Crude Petroleum actually shipped by Shipper on the Pipeline System as recorded by the Grand Mesa and/or Cushing Terminal custody transfer meters.

**“Shipper”** has the meaning set forth in the opening paragraph.

**“Shipper’s Crude Petroleum”** means all Crude Petroleum Owned or Controlled by Shipper, including, without limitation, Crude Petroleum produced from the Subject Leases and the Wells, whether now owned or hereafter acquired by Shipper. For the purposes hereof, Crude Petroleum is **“Owned or Controlled”** by Shipper if Shipper has title to such Crude Petroleum, whether by virtue of its ownership of a Subject Lease or otherwise, or, if Shipper does not have title to such Crude Petroleum, Shipper has the right, under any joint operating agreement, unit operating agreement, or other contractual arrangement or arising by operation of Applicable Laws, to commit and dedicate such Crude Petroleum to the performance of this Agreement.

**“Shipper’s Reservations”** means the following rights reserved to Shipper with respect to the Dedicated Interests:

(i) to operate (or cause to be operated) the Wells in its sole discretion, including the right (but not the obligation) to drill new Wells, to repair and rework old Wells, temporarily shut in Wells, renew or extend, in whole or in part, any of the Subject Leases, and to cease production from or abandon any Well or surrender any such Subject Lease, in whole or in part, when no longer deemed by Shipper to be capable of producing Crude Petroleum or other hydrocarbons in paying quantities under normal methods of operation;

(ii) to deliver or furnish to Shipper’s lessors and holders of other burdens on production with respect to such Shipper’s Crude Petroleum as is required to satisfy the terms of the applicable Subject Lease or other applicable instrument; and

(iii) to pool, communitize or unitize the Dedicated Interests; provided, that Shipper's Crude Petroleum produced from such pooled, communitized or unitized interests are deemed to be dedicated and committed pursuant to this Agreement.

**"Subject Leases"** means the oil, gas, and mineral leases (including any extensions or renewals of such leases and any new leases taken in replacement thereof prior to or within six (6) months after the expiration of any such lease), deeds, conveyances, and other instruments described in Exhibit D, as such exhibit may be amended from time to time, but only to the extent that such leases are located within the Dedication Area.

**"Tariff"** means Grand Mesa's rate, rules and regulations tariff for the Pipeline System on file and in effect with the FERC or other Governmental Authority having jurisdiction, which tariff Grand Mesa shall submit to the FERC or other Governmental Authority having jurisdiction in substantially the same form as reflected in Exhibit C, and as such tariff may subsequently be amended or supplemented by Grand Mesa from time to time.

**"Tariff Rate Revision Proceeding"** has the meaning set forth in Section 7.1.7.

**"Taxes"** has the meaning set forth in Section 7.1.3.

**"Term"** has the meaning set forth in Section 6.1.

**"Total Financial Commitment"** means the aggregate of the Fixed Monthly Payment Volumes set out in Schedule A, multiplied by the per-barrel rate set out in Schedule B that is applicable to Committed Shippers at the time the calculation is made, for all months remaining in the Term.

**"Wells"** means a horizontal well for the production of hydrocarbons located on the Subject Leases or on lands otherwise pooled, communitized or unitized therewith, in which Shipper owns an interest, that is either producing or intended to produce Dedicated Reserves, but expressly excluding vertical wells and further expressly excluding the wells described on Exhibit F.

### 3. GRAND MESA OBLIGATIONS.

- 3.1 **Provision of Services.** Subject to the condition precedent set forth in Section 5.1, Grand Mesa shall use commercially reasonable efforts to complete or cause to be completed construction and development of the Pipeline System, as described in the first recital of this Agreement and in Exhibit A, such that Grand Mesa can provide the Services on or before November 30, 2016 ("**Completion Due Date**"); provided, however, that such Completion Due Date (A) shall be extended to the extent that Grand Mesa is unable to complete or cause to be completed such construction and development due to an event of Force Majeure, and/or (B) shall be extended in the event that Grand Mesa has committed at least

fifty percent (50%) of the total capital required to construct the Pipeline System and is making commercially reasonable efforts to complete the construction and development thereof. Subject to the provisions of this Agreement, Grand Mesa shall provide Services for all volumes up to the Fixed Monthly Payment Volume, and subject to, the Tariff, which is incorporated herein by reference and constitutes part of this Agreement, expressly including provisions in the Tariff relating to the charges and rules and regulations applicable to Shipper as a party to this Agreement.

#### 4. **SHIPPER OBLIGATIONS.**

- 4.1 **Volume Commitment; Ship or Pay Obligations.** Commencing as of the Commencement Date and continuing thereafter during the Term of this Agreement, Shipper agrees to tender to Grand Mesa for transportation, or otherwise to pay for the transportation of, the Committed Volume in accordance with the tender procedures set forth in the Tariff. For the avoidance of doubt, Shipper's obligation to ship or pay its Committed Volume under this Agreement is satisfied in full upon the earlier of (a) Shipper's shipment of (i) fourteen million six hundred six thousand (14,606,000) Barrels under the terms of this Agreement during the initial seven (7) year term of this Agreement and (ii) nine million one hundred thirty five thousand (9,135,000) Barrels under the terms of this Agreement during the additional five (5) year term of this Agreement if extended pursuant to Section 6.1 or (b) by satisfaction of Shipper's Total Financial Commitment. This Agreement shall terminate upon satisfaction of Shipper's obligations under this Section 4.1.
- 4.2 **Unused Capacity.** Shipper agrees that, to the extent it does not nominate or tender up to its Fixed Monthly Payment Volume, Grand Mesa shall be free to utilize such unused capacity for the provision of transportation services to other shippers, without impacting the payment obligations of Shipper, including Shipper's obligations pursuant to this Section 4.
- 4.3 **Incremental Volumes.** Grand Mesa will accept Shipper nominations of quantities of Crude Petroleum up to Shipper's Fixed Monthly Payment Volume. If Shipper nominates quantities of Crude Petroleum in excess of Shipper's Fixed Monthly Payment Volume in any given Month, and if accepted by Grand Mesa, such will be considered Incremental Volumes, but only to the extent Shipper has not delivered the Committed Volume. Grand Mesa will have no obligation to accept the excess nominations and will have no liability with respect to such unaccepted nominations. If Grand Mesa transports any Incremental Volumes nominated by Shipper, such shall apply to the Total Financial Commitment. For the avoidance of doubt, if Grand Mesa is unable to transport any Incremental Volumes of Shipper's Crude Petroleum nominated by Shipper, then Shipper may tender such



Incremental Volumes for shipment elsewhere for the period of time that Grand Mesa is unable to transport such Incremental Volumes.

- 4.4 **Linefill.** Shipper shall provide its share of linefill sufficient for the operation of the Pipeline System as required by the Tariff. Grand Mesa shall not be required to deliver product until Shipper provides its pro rata portion of linefill.

## 5. **CONDITIONS PRECEDENT.**

- 5.1 **Grand Mesa.** Notwithstanding anything in this Agreement to the contrary, the obligations of Grand Mesa to initiate or complete the Pipeline System and to perform any of the Services hereunder shall be subject to satisfaction of the condition precedent set forth below:

- 5.1.1 Receipt by Grand Mesa of transportation services agreements on or before October 31, 2014, in form and substance acceptable to Grand Mesa in its sole discretion and executed by shippers, committing to pay for the shipment of such aggregate minimum daily volumes of Crude Petroleum as Grand Mesa shall deem sufficient in its sole discretion to support the economic viability of the costs associated with the Pipeline System.

If the condition set forth in this Section 5 is not completed to Grand Mesa's sole satisfaction on or prior to October 31, 2014, Grand Mesa may terminate this Agreement without liability to Shipper upon issuing a written notice to Shipper; provided, that Grand Mesa is not obligated to terminate this Agreement if such condition is not completed, and such condition will be deemed waived if Grand Mesa does not issue written notice prior to October 31, 2014.

## 6. **TERM.**

- 6.1 **Term.** The initial term of this Agreement shall commence upon the Commencement Date and shall continue thereafter until the earlier of (a) the date upon which Shipper has delivered the Committed Volume, or (b) seven (7) years following the Commencement Date, unless earlier terminated pursuant to the terms of this Agreement or extended pursuant to the following sentence (the "**Initial Term**"). The Initial Term may be extended by Shipper for one additional five (5) year period by providing to Grand Mesa written notice not less than the earlier of one-hundred eighty (180) days prior to the end of the Initial Term, or after Shipped Volumes exceed thirteen million (13,000,000) Barrels but before Shipped Volumes equal or exceed thirteen million seven hundred thousand (13,700,000) Barrels (the "**Extended Term**"). The Initial Term and the Extended Term, as applicable, may be referred to in this Agreement as the "**Term**". The Initial Term or Extended Term, as applicable, is subject to earlier termination by Shipper upon Shipper

delivering the applicable Committed Volume or paying the applicable Total Financial Commitment.

- 6.2 **Commencement Date.** The Parties acknowledge and agree that (i) this Agreement is legally binding for all purposes as of the date of execution, but the Services shall not commence until the Commencement Date; and (ii) that there are a number of contingencies that may affect the actual Commencement Date and, accordingly, no Party shall have any right or remedy against any other Party if the actual Commencement Date is earlier or later than the anticipated Commencement Date; provided, however, that if the actual Commencement Date is delayed beyond the Completion Due Date, as such date may be extended pursuant to Section 3.1, Shipper may terminate this Agreement.

## 7. **TARIFF RATES.**

- 7.1 **Tariff Filings and Rates.** Shipper shall pay rates for all volumes of Crude Petroleum transported by Shipper on the Pipeline System in accordance with the Tariff, which shall, to the extent permitted by Applicable Laws, provide for the following:

7.1.1 **Rate for Committed Volumes.** For Shipped Volumes of Committed Volumes, including Incremental Volumes accepted by Grand Mesa, during the initial seven (7) year term of this Agreement, Shipper shall pay an initial tariff rate of **\$5.10** per Barrel as set forth on Schedule B. For Shipped Volumes of Committed Volumes, including Incremental Volumes accepted by Grand Mesa, during the additional five (5) year term of this Agreement if extended pursuant to Section 6.1, Shipper shall pay the then-current per-barrel rate set out in the Tariff that is applicable to a Committed Shipper with a contract term of five (5) years and committed volume of 5,000 Barrels per day. For avoidance of doubt, the tariff rates may be increased annually as provided in Schedule B or the Tariff.

7.1.2 **Truck Loading and Unloading Rate; Interfacility Transfer Rate.** Shipments unloaded from tank trucks into Grand Mesa's facilities and/or delivered from Grand Mesa's facilities into a third-party facility by interfacility transfer shall be subject to the per-Barrel charges set forth on Schedule C. For avoidance of doubt, the tariff rates may be increased annually as provided in Schedule B or the Tariff.

7.1.3 **Taxes.** All tariff rates, surcharges, and other payments, charges and amounts provided for in this Agreement are exclusive of applicable Federal, state and provincial excise, sales, use or similar taxes (collectively,

“Taxes”). Shipper shall be responsible for and shall pay all Taxes arising from the provision of Services hereunder.

- 7.1.4 **Governmental Modifications.** Notwithstanding any other provision of this Agreement to the contrary, the Parties acknowledge that the tariff rates payable for all Services and other terms of the Tariff are subject to the approval of and modification by the FERC or any other Governmental Authority having jurisdiction. If Grand Mesa is unable, for any reason whatsoever, to file and maintain (A) the tariff rates set forth in this Agreement, or (B) the Tariff in substantially the same form as reflected in Exhibit C, the Parties agree to negotiate in good faith to amend this Agreement to allow Grand Mesa and Shipper to realize the economic benefits described in this Agreement through an alternative business transaction.
- 7.1.5 **Automatic Restoration of Original Transportation Services Agreement.** The Parties acknowledge that the amendment to the Original Transportation Services Agreement embodied by this Agreement is subject to the approval of the FERC. In the event the FERC does not approve this Agreement without modification, the Parties agree that this Agreement shall have no force or effect and the Original Transportation Services Agreement and its terms and conditions shall be automatically restored unless the Parties mutually agree to modifications imposed by the FERC. Grand Mesa agrees to support this Agreement at the FERC.
- 7.1.6 **Shipper Support.** Shipper hereby agrees at its own cost, upon written request by Grand Mesa provided at least ten (10) days prior to the deadline for such action: (a) to support Grand Mesa’s applications for necessary certificates, approvals, authorizations and permits of the FERC or other Governmental Authorities, if any, in relation to the Pipeline System; (b) to support the approval of the amendment to the Original Transportation Services Agreement embodied by this Agreement, and not take any action directly or indirectly that could be interpreted as evidence of Shipper’s lack of support for such amendment; (c) to support the tariff rates calculated in accordance with the terms of this Agreement, and not take any action directly or indirectly that could be interpreted as evidence of Shipper’s lack of support for such tariff rates; and (d) to support the tariff rates calculated in accordance with the terms of this Agreement in any and all regulatory proceedings relating thereto and not take any action that could be interpreted as evidence of Shipper’s lack of support for such tariffs; provided that

nothing in the foregoing shall obligate Shipper to support future changes to the tariff rates that are not consistent with this Agreement or changes to the tariff, or prevent Shipper from opposing any position taken by Grand Mesa before FERC or Governmental Authorities that is inconsistent with this Agreement.

7.1.7 **No Tariff Rate Revision Proceedings.** Each of the Parties further acknowledges that the setting of tariff rates for the Pipeline System is subject to the approval of, and potential modification by, the FERC, from time to time, and each of the Parties hereby agrees not to, directly or indirectly, commence or support any application, motion or other proceeding (a “**Tariff Rate Revision Proceeding**”) before the FERC for the purpose of requesting the FERC to set tariff rates applicable to the Pipeline System which are inconsistent with this Agreement.

7.1.8 **Third Party Proceedings.** In the event of any Tariff Rate Revision Proceeding being commenced by a third party or by the FERC itself, and in the event of any other proceedings pursuant to which the tariff rates for the Pipeline System may be reviewed by the FERC or other Governmental Authority having jurisdiction, Shipper agrees to support or defend the setting of tariff rates applicable to the Pipeline System that are consistent with this Agreement.

## 8. **SHIPPER FINANCIAL COMMITMENT.**

8.1 **Monthly Financial Commitment.** During the Term of this Agreement, in satisfaction of Shipper’s ship or pay obligation set forth in Section 4.1 herein, Shipper agrees to pay to Grand Mesa, in addition to any other charges or fees due under this Agreement, an amount each Month (the “**Fixed Monthly Payment**”) which is equal to the greater of:

(A) the product of (i) the Fixed Monthly Payment Volume for that Month multiplied by (ii) the applicable per Barrel tariff rate for Committed Shippers as set forth on Schedule B; or

(B) the product of the Shipped Volumes delivered in that Month multiplied by the applicable per Barrel tariff rate for Committed Shippers as set forth on Schedule B.

Provided, however, during the last month of each of the Initial Term and the Extended Term, the Fixed Monthly Payment shall be an amount equal to the product of the Shipped Volumes delivered in that Month (not to exceed the volumes remaining to reach the Total

Financial Commitment) multiplied by the applicable per Barrel tariff rate for Committed Shippers as set forth on Schedule B, and Shipper shall pay the tariff rate applicable for uncommitted volumes for any volumes in excess of the volumes remaining to reach the Total Financial Commitment in the cases where this Agreement is not extended for the Extended Term pursuant to Section 6.1 or at the end of the Extended Term if so extended and in the case where this Agreement is extended for the Extended Term such excess volumes shall count towards the Total Financial Commitment in the Extended Term. The full amount of the Fixed Monthly Payment shall be due each Month regardless of whether or to what extent Shipper ships volumes during such Month and will not be excused for any reason, except as set forth in Sections 13.3.1 and 15.2. Notwithstanding the foregoing, the Fixed Monthly Payment shall be reduced in the event that Grand Mesa fails to transport any portion of the Committed Volumes duly nominated by Shipper, provided that such failure is neither excused under the terms of this Agreement nor due to Shipper's non-compliance with the terms of this Agreement or the Tariff. The amount of the reduction will be equal to such volumes not shipped multiplied by the Rate for Committed Volumes.

8.2 **Total Financial Commitment.** Unless this Agreement is terminated by Shipper due to an Event of Default by Grand Mesa (as more fully described in Section 13.3.1) or due to failure by Grand Mesa to provide Service by the Completion Due Date, as extended pursuant to Section 3.1, upon termination of this Agreement if, for any reason, Shipper has not paid to Grand Mesa the Total Financial Commitment, Shipper will pay to Grand Mesa the amount due within thirty (30) days following receipt of an invoice from Grand Mesa for such amount due. For the avoidance of doubt, the Total Financial Commitment will be satisfied by payment by Shipper of the aggregate of the Fixed Monthly Payments in accordance with the terms of this Agreement, or at Shipper's option, any payment made by Shipper to accelerate the satisfaction of that obligation. At the end of each Contract Year, Grand Mesa will provide Shipper a statement of dollars accumulated towards the Total Financial Commitment, as well as Barrels shipped to date.

8.3 **Invoices; Payment.** After the close of each Month, Grand Mesa shall invoice Shipper for (a) the Fixed Monthly Payment for such Month, and (b) the truck loading/unloading and interfacility transfer rates on Schedule C, if any. Each such invoice shall be due and payable by Shipper on or before the twentieth (20<sup>th</sup>) day of the Month in which it is received by Shipper. If such due date falls on a weekend, such invoice shall be due and payable on the Friday preceding the weekend. If the due date falls on a bank holiday, such invoice shall be due and payable on the next business day after the bank holiday. If amounts payable by Shipper to Grand Mesa are not paid when due as set forth above, Grand Mesa shall have the right to assess financial charges at the rate specified in Grand Mesa's Tariff on the entire balance due. Grand Mesa's rights under the preceding sentence

shall be in addition to all other remedies provided under this Agreement and/or by law as a result of Shipper's failure to pay amounts due hereunder. Any invoice that has not been disputed or challenged in writing within two (2) years from the date such invoice was received by Shipper shall be conclusively deemed to be correct and accurate and no retroactive adjustment shall be made beyond such two (2) year period with regard to any such invoice.

- 8.4 **Title.** Shipper warrants that it possesses either title to, or the right to deliver to Grand Mesa for transportation hereunder, all of the Crude Petroleum delivered or caused to be delivered by Shipper to the Pipeline System for shipment under this Agreement. Shipper warrants that all Crude Petroleum delivered by or for Shipper to the Pipeline System for shipment under this Agreement is free from all liens, security interests, and adverse claims of every kind and agrees to release, indemnify, defend and hold Grand Mesa and its affiliate and subsidiary companies and their respective shareholders, members, partners, directors, managers, officers, employees, agents and representatives harmless from all suits, actions, claims, judgments, debts, accounts, damages, costs, liabilities, losses, and expenses arising from or out of adverse claims of any or all persons, including governmental entities, as to title to, or otherwise claiming an interest in or right to payment on account of, such Crude Petroleum including, but not limited to, royalties and other charges payable with respect thereto. Grand Mesa will have the right to reject any Crude Petroleum that, when tendered for transportation on the Pipeline System, is the subject of litigation or that is encumbered by any lien, security interest, or other form of burden, and Grand Mesa may require Shipper to provide satisfactory evidence of unencumbered title prior to accepting deliveries of Crude Petroleum from Shipper.
- 8.5 **Custody.** Shipper will be deemed to be in exclusive control and possession of the Crude Petroleum delivered by or for Shipper to the Pipeline System under this Agreement prior to and until such Crude Petroleum is delivered into the Pipeline System and after redelivery of such Crude Petroleum to Shipper or its designee at the Cushing Terminal. Grand Mesa shall be in control and possession of (although title will remain in Shipper or other person for whom Shipper has the right to transport Crude Petroleum) Crude Petroleum delivered by or for Shipper to the Pipeline System for shipment under this Agreement after delivery thereof into the Pipeline System and prior to redelivery thereof to Shipper or its designee at the Cushing Terminal. The Party that is in exclusive control and possession of the Crude Petroleum will be responsible for all injury, damage, pollution, or contamination, or violation of or the need to comply with any Applicable Laws, regulations, or legal requirements caused thereby, except (a) to the extent attributable to the gross negligence or willful misconduct of the other Party and (b) to the extent caused by the failure of the Crude Petroleum to meet the quality specifications described in the Tariff. Further, the Party having responsibility for Crude Petroleum under the preceding sentences (except

with respect to Grand Mesa to the extent such Crude Petroleum does not meet the specification set forth in Item No. 30 of the Tariff), will release, defend, indemnify, and hold the other Party, its Affiliates, and its and their officers, employees, and agents harmless from and against any and all claims arising from (i) personal injury, death, damage, pollution or contamination, or violation of or the need to comply with any Applicable Laws, regulations, or other legal requirements, caused by Crude Petroleum deliverable under this Agreement while such Crude Petroleum was in the control and possession of the Party as set forth in this Section 8; or (ii) personal injury, death, damage, pollution or contamination, or violation of or the need to comply with any Applicable Laws, regulations, or other legal requirements arising out of the Party's facilities or operations **WITHOUT REGARD TO WHETHER THE ACT, OCCURRENCE, OR CIRCUMSTANCE GIVING RISE TO THE INDEMNIFICATION OBLIGATION IS THE RESULT OF THE SOLE, ACTIVE, PASSIVE, CONCURRENT, OR COMPARATIVE NEGLIGENCE, STRICT LIABILITY, BREACH OF DUTY (STATUTORY OR OTHERWISE), OR OTHER FAULT OF OR VIOLATION OF ANY APPLICABLE LAWS BY THE INDEMNIFIED PERSON, PROVIDED THAT NO INDEMNIFICATION WILL BE APPLICABLE TO THE EXTENT OF ANY GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF THE INDEMNIFIED PERSON.**

**9. TARIFFS/REGULATORY APPROVALS/RULES AND REGULATIONS.**

- 9.1 **Agreement Subject to Laws.** This Agreement is subject to all Applicable Laws. If either Party is ordered or required to take any action inconsistent with the provisions of this Agreement, then this Agreement will continue nevertheless and will be deemed modified to conform with the requirements of the Applicable Laws. Each Party, in performing its obligations and duties and exercising its rights under this Agreement, will be in material compliance with all Applicable Laws and will comply with generally accepted industry practices.
- 9.2 **Rules and Regulations.** Services provided under this Agreement shall be subject to and the Parties shall be required to comply with Grand Mesa rules and regulations to be published in Grand Mesa's Tariff as amended, supplemented, and reissued from time to time (which Tariff Grand Mesa shall file with FERC for initial approval in substantially the same form as reflected in Exhibit C) and any applicable state commission filings (as amended, supplemented, and reissued from time to time) governing transportation and delivery on the Pipeline System. Such Services shall also be subject to any non-tariff publications generally applicable to Pipeline System shippers as permitted by FERC.

**10. GRAND MESA COMMITMENT AS TO CAPACITY.**

- 10.1 **Shipper's Fixed Monthly Payment Volume.** Grand Mesa commits to make commercially reasonable efforts (but in no event requiring alteration of the Pipeline System other than as described in Exhibit A), subject to the provisions of its applicable filed tariffs, to make provision for capacity in the Pipeline System sufficient to accommodate from Shipper nominations of a quantity of up to its Fixed Monthly Payment Volume. Consequently, Grand Mesa will maintain capacity in the Pipeline System to accommodate Shipper's Fixed Monthly Payment Volume, which capacity shall not be reduced due to prorationing resulting from Pipeline System oversubscription due to shipper nominations exceeding Pipeline System capacity in any given Month. In addition, although Grand Mesa may, in its sole discretion, accept nominations by Shipper in excess of Shipper's Fixed Monthly Payment Volume to the extent there is sufficient capacity in the Pipeline System, Grand Mesa will have no liability or responsibility to Shipper for rejecting Shipper nominations in excess of Shipper's Fixed Monthly Payment Volume, and Shipper understands and acknowledges that Grand Mesa's ability to handle such excess volumes may be restricted due to other existing commitments or business activities, pipeline and tankage restraints, manpower availability and other reasons that prevent Grand Mesa from reserving or providing capacity for such excess nominations.
- 10.2 **Priority Service.** Grand Mesa will receive from and transport for Shipper all of Shipper's Crude Petroleum up to Shipper's Fixed Monthly Payment Volume at the highest level of service available on the Pipeline System, subject to prorationing only as provided in Grand Mesa's Tariff.
- 10.3 **Pipeline System Expansion.** Grand Mesa shall have the right, at its sole discretion, to expand the capacity of the Pipeline System at any time or from time to time.
- 10.3.1 **First Right.** In the event that Shipper requests that Grand Mesa expand the capacity of the Pipeline System or extend the Pipeline System, Grand Mesa shall provide Shipper and other committed shippers with (A) advance notice of such expansion including the amount of proposed expansion capacity, expected rates that will apply to such expansion capacity, and the expected in-service date of such expansion capacity and (B) a first right, on such commercially reasonable terms and conditions as specified by Grand Mesa that are consistent with this first right, to submit a binding nomination to ship, or otherwise pay for and secure rights to, a committed volume of Crude Petroleum on such expansion capacity. The amount of expansion capacity available for volume commitments pursuant to this Section 10.3 or similar first right provisions in other transportation service agreements shall not exceed ninety percent (90%) of the total expansion capacity. For the avoidance of doubt, the costs of any such expansion shall not be rolled into



the rates set forth in this Agreement or associated with any other Pipeline System capacity existing prior to such expansion.

- 10.3.2 **Notice of Shipper Election.** No later than sixty (60) days following the date Grand Mesa provides notice of such planned expansion and first right to Shipper, Shipper shall notify Grand Mesa either of its binding nomination or its intent to forgo its first right pursuant to this Section 10.3.
- 10.3.3 **Allocation of First Right Capacity.** In the event that, pursuant to a first right offered to shippers on the Pipeline System, Grand Mesa receives binding commitments for volumes that exceed the expansion capacity available for committed volumes, each shipper that submitted such a binding commitment pursuant to a first right procedure shall be allocated the lesser of: (i) its volume commitment on the expansion capacity, or (ii) such shipper's pro rata share of ninety percent (90%) of the total expansion capacity. Within thirty (30) days of the deadline for shippers to notify Grand Mesa of a binding nomination for expansion capacity, Grand Mesa shall notify Shipper of the final committed volume awarded to Shipper, and the Parties shall promptly execute a new transportation service agreement reflecting Shipper's expansion volume commitment. Such calculation of capacity and award of capacity shall be without regard to and shall not affect the Committed Volume in this Agreement or any other then-existing agreement between the Parties, unless expressly set forth therein.
- 10.3.4 **Expansion Capacity Open Season.** For the avoidance of doubt, after the first right procedures set forth in this Section 10.3 are complete and expansion capacity is awarded to shippers as applicable, Grand Mesa has the right, in its sole discretion, to offer any remaining expansion capacity pursuant to an open season in which all interested shippers, including those previously provided a first right for such capacity, will be given an opportunity to commit to transport a specified volume of Crude Petroleum on such remaining expansion capacity, subject to the terms and conditions specified by Grand Mesa pursuant to or in connection with such open season.

## **11. SCHEDULING/NOMINATIONS.**

No later than the twenty-fifth (25<sup>th</sup>) day of each Month, Shipper shall provide Grand Mesa with a Shipment Schedule advising as to the nominations and quantity of Crude Petroleum it expects to tender for shipment at the Colorado Stations during the following Month, and including the shipments to be redelivered to Shipper or its designee at the Cushing

Terminal. Within forty-eight (48) hours after its receipt of such Shipment Schedule (or by the end of the next business day if received on a non-business day), Grand Mesa shall, by written notice to Shipper, confirm the Shipment Schedule as proposed or notify Shipper of any necessary revisions to such Shipment Schedule. Grand Mesa shall furnish Shipper with a final Shipment Schedule at least two days prior to the first day of such following Month. In the event Shipper's nomination for its initial shipment of Crude Petroleum on the Pipeline System falls on a day after the 25<sup>th</sup> day of a Month, the above deadline shall be extended and the Parties shall coordinate with each other to allow shipments to commence the next Month.

## **12. FINANCIAL ASSURANCES.**

- 12.1 **Guarantee.** At Grand Mesa's reasonable discretion, at all times during the Term of this Agreement, Shipper shall maintain in place one or more parental guarantees in favor of Grand Mesa substantially in the form set forth on Exhibit B. Such guarantees shall secure the timely payment when due of the financial obligations of Shipper to Grand Mesa under this Agreement, and further provide that upon Shipper's failure to timely pay any such amounts and upon written demand by Grand Mesa to guarantor, guarantor shall pay or cause to be paid such amounts, provided that delay by Grand Mesa in giving such demand shall in no event affect Guarantors' obligations under this Agreement. The financial obligations of Shipper guaranteed by the Guarantors shall be apportioned to each Guarantor as follows: 20% to Bayswater Blenheim Holdings LLC; 60% to Bayswater Blenheim Holdings II, LLC; and, 20% to Elgin Energy LLC.
- 12.2 **Credit Assurance.** At Grand Mesa's sole discretion, Shipper shall provide to Grand Mesa a standby, irrevocable letter of credit or other credit support from a bank, financial institution or other third party acceptable to Grand Mesa in its reasonable discretion. Such letter of credit or other credit support shall be for a principal amount that is, at a maximum, equal to the Shipper's aggregate Fixed Monthly Payments for the eight (8) month period commencing on the date of such letter of credit or other credit support, and shall otherwise be on terms and conditions reasonably acceptable to Grand Mesa.

## **13. DEFAULT.**

- 13.1 The occurrence of any of the following events shall constitute an "**Event of Default.**"
- 13.1.1 **Insolvency.** Either Party (i) shall become insolvent (which is defined for purposes hereof as the inability to meet financial obligations as the same fall due), (ii) shall file a voluntary petition, or shall have an involuntary petition filed against it that is not dismissed within sixty (60) days, in bankruptcy, reorganization, receivership, or other similar proceeding, (iii) shall file an

answer admitting any material allegation of insolvency petition filed pursuant to any federal or state insolvency laws, or (iv) shall apply for, consent to, or suffer the appointment of a receiver or trustee for any part of its property or assets.

- 13.1.2 Material Breach. Any material breach of this Agreement by either Party.
- 13.1.3 Non-Payment: Failure to Provide Priority Capacity. Failure by Shipper to pay when due any amount invoiced, or failure by Grand Mesa to provide priority capacity to Shipper up to Shipper's Fixed Monthly Payment Volume, in either event unless otherwise excused under this Agreement or Grand Mesa's Tariff.
- 13.1.4 Merger or Consolidation. The merger or consolidation of either Party (or Guarantor) with any other person which (i) causes a material adverse change in the financial condition of such Party (or Guarantor) or (ii) pursuant to which the entity existing after the merger or consolidation does not assume the obligations of either Party (or Guarantor) by operation of law or otherwise.
- 13.1.5 Breach by Guarantor. The Guarantor fails to perform any covenant set forth in the Guaranty it delivered in connection with this Agreement, any representation or warranty made by such Guarantor in its Guaranty shall prove to have been false or misleading in any material respect when made or when deemed to be repeated, or such Guaranty (without the other Party's consent) is not renewed during the Term, shall expire or be terminated or shall in any way cease to guaranty the obligations of such Party under this Agreement.
- 13.2 **Right to Cure.** Notwithstanding Section 13.1 above, an Event of Default under Section 13.1 above shall not occur until a Party fails to cure any monetary Event of Default (i.e. a failure to pay money owed) within ten (10) days, or any non-monetary Event of Default within thirty (30) days, after written notice of default specifically describing the Event of Default is received from the non-defaulting Party. With respect to non-monetary Events of Default only, in the event that it is not reasonably practicable to cure such non-monetary Event of Default within thirty (30) days, then the above-referenced thirty (30) day cure period shall be extended for up to an additional ninety (90) days so long as the defaulting Party promptly commences a cure after receipt of the written default notice and continues to timely pursue a cure with due diligence until completion.

- 13.3 **Remedies Upon Default.** Upon the occurrence of an Event of Default, the non-defaulting Party may declare this Agreement to be in default. Subject to Section 13.4, the non-defaulting Party may pursue any one or more of the remedies listed below. A decision by the non-defaulting Party not to declare the Agreement in default shall not constitute a waiver of any right to exercise its remedies for subsequent Events of Default:
- 13.3.1 **Termination of Agreement.** The non-defaulting Party may terminate this Agreement without prejudice to its rights to recover amounts due and payable prior to and after the date of termination and/or damages for breach. Shipper shall not be relieved of its obligation to pay the Fixed Monthly Payment or Total Financial Commitment as a result of a termination by Grand Mesa under this Section 13 upon an Event of Default by Shipper. Conversely, Shipper shall be relieved of its obligation to pay the Fixed Monthly Payment and Total Financial Commitment as a result of a termination by Shipper under this Section 13 upon the Event of Default by Grand Mesa, unless and to the extent any Fixed Monthly Payment amount arose prior to Shipper's termination of this Agreement in which case Shipper will be liable for the payment of such amount.
- 13.3.2 **Suspension of Shipments.** If Shipper is the defaulting Party, Grand Mesa may suspend or refuse further shipments of Shipper's Crude Petroleum through the Pipeline System until such Event of Default has been cured, which remedy shall be in addition to and may be exercised alone or in conjunction with, and prior to or after, any other remedy of Grand Mesa as provided in this Agreement. Shipper shall not be relieved of its obligation to pay the Fixed Monthly Payment or Total Financial Commitment during or as a result of any suspension under this Section 13.3.2.
- 13.3.3 **Draw on Credit Assurance.** If Shipper is the defaulting Party, Grand Mesa may draw on any guaranty, letter of credit, or other financial assurance provided by Shipper pursuant to Section 12 and the terms of such guaranty, letter of credit, or other financial assurance.
- 13.3.4 **Other Available Remedies.** The non-defaulting Party may exercise any or all other remedies provided for at law or in equity (including, without limitation, any applicable self-help or similar rights provided under FERC rules or regulations) which shall be non-exclusive and, with respect to Grand Mesa only, shall include, but not be limited to, the right to recover the portion of the Total Financial Commitment applicable to the remainder of the Term.
- 13.4 **Bona Fide Disputes.** Grand Mesa and Shipper shall attempt in good faith to resolve any bona fide dispute as to whether there has been a breach of any obligation under this

Agreement as expeditiously as possible by negotiations between an executive of each Party or his or her designated representative with sufficient authority to negotiate a resolution of the dispute. Either Grand Mesa or Shipper may give the other Party written notice of any such bona fide dispute and such notice shall include information or documentation substantiating the dispute. Within fourteen (14) days after delivery of notice of a bona fide dispute as described above, the designated executives shall meet at a mutually acceptable time and place, and thereafter as often as they reasonably deem necessary to exchange information and to attempt to resolve the dispute. If the matter has not been resolved within fourteen (14) days after the first meeting or if a Party receiving a default notice under Section 13.2 does not provide written notice of a bona fide dispute within five (5) days after its receipt of such default notice, either Party may pursue the remedies described in Section 13.3 after allowing the other Party time to cure as provided in Section 13.2. This Section 13.4 shall not prevent a Party from seeking injunctive relief or filing an action to prevent expiration of the applicable statute of limitations.

#### **14. LIMITATION OF LIABILITY.**

EXCEPT FOR A PARTY'S OBLIGATION TO FULLY INDEMNIFY THE OTHER PARTY AGAINST THIRD PARTY CLAIMS UNDER THIS AGREEMENT, IN NO EVENT WILL ANY PARTY HAVE LIABILITY TO THE OTHER PARTY OR SUCH OTHER PARTY'S AFFILIATES, EMPLOYEES OR AGENTS WITH RESPECT TO OBLIGATIONS UNDER THIS AGREEMENT FOR CONSEQUENTIAL, EXEMPLARY, SPECIAL, INCIDENTAL, INDIRECT AND/OR PUNITIVE DAMAGES, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, INCLUDING WITHOUT LIMITATION, LOSS OF ACTUAL OR ANTICIPATED PROFITS OR REVENUE. THE LIABILITY AND DAMAGES LIMITATIONS IN THIS SECTION APPLY TO ALL CAUSES OF ACTION, INCLUDING WITHOUT LIMITATION BREACH OF CONTRACT, WARRANTY, NEGLIGENCE, STRICT LIABILITY, MISREPRESENTATION AND ANY TORTS. NOTWITHSTANDING THE FOREGOING, THE PROVISIONS OF THIS SECTION SHALL NOT BE CONSTRUED OR OPERATE TO RELIEVE SHIPPER OF ITS OBLIGATION TO PAY THE TOTAL FINANCIAL COMMITMENT IN ACCORDANCE WITH THE TERMS OF THIS AGREEMENT, EXCEPT (A) WHERE THE PARTIES MUTUALLY AGREE IN WRITING TO TERMINATE THIS AGREEMENT AND, AS PART OF SUCH AGREEMENT, AGREE TO RELEASE EACH OTHER FROM FURTHER OBLIGATIONS UNDER THIS AGREEMENT (B) AS PROVIDED IN SECTION 13.3.1 IN THE EVENT OF AN EVENT OF DEFAULT BY GRAND MESA, OR (C) AS PROVIDED IN THE LAST SENTENCE OF SECTION 15.2.

#### **15. MISCELLANEOUS**

15.1 **Notices.** All notices or correspondence required or permitted to be given hereunder shall be in writing. Notices may be given in person, or may be sent by nationally recognized

overnight courier, registered or certified mail (postage prepaid and return receipt requested), facsimile, or electronic mail at the following addresses:

**If to Grand Mesa:**

Grand Mesa Pipeline, LLC  
Attn: Kurston McMurray  
6120 S. Yale Ave., Suite 805  
Tulsa, OK 74136  
Email: kurston.mcmurray@nglep.com  
Telephone: (918) 236-4785  
Facsimile: (918) 935-2879

**If to Shipper:**

Bayswater Exploration & Production, LLC  
Attn: Victor Wind  
730 17<sup>th</sup> Street, Suite 610  
Denver, CO 80202  
Email: VWind@bayswater.us  
Telephone: (303) 293-2503, Ext. 219  
Facsimile: (303) 893-2508

or such other address as may be designated by written notice to the other Party.

All notices shall be deemed served or delivered to the addressee or its office when received at the address for the notice specified above when hand delivered, upon confirmation or sending when sent by facsimile or electronic mail, on the day after being sent when sent by overnight delivery service, or three (3) United States Postal Service business days after deposit in the U.S. mail, provided, however, that any notice sent by facsimile, electronic mail, overnight delivery, or U.S. mail and sent or deposited, as applicable, after 5 p.m. Central Clock Time are deemed to have been sent or deposited on the immediately following Business Day.

- 15.2 **Force Majeure.** No delay in performance or failure to perform on the part of a Party (other than and excluding any failure or delay in the payment of money due under this Agreement) shall be considered a breach of this Agreement if such delay or failure is due to an event that is beyond the reasonable control of a Party and could not have been prevented through the exercise of reasonable diligence, including, without limitation, strikes; lockouts; work stoppages, or other labor disputes or shortages; riots; civil disturbances or disorders; war; acts of the public enemy; terrorism; espionage; nuclear disaster; act of God; fire; explosion; breakage or accident to machinery, equipment, or pipelines; severe weather; earthquakes; floods; epidemics; embargoes; material shortage or unavailability at reasonable cost not resulting from Grand Mesa's failure to timely place orders or take other necessary actions therefor; inability to obtain necessary rights-of-way at reasonable costs; inability or delay in obtaining governmental permits; government codes, ordinances, laws, rules, regulations, or restrictions; or actions that block or prohibit performance ("**Force Majeure**"). For the avoidance of doubt, a shutdown of the Pipeline System or any part thereof due to planned maintenance, Shipper's decision to cease or materially reduce or change its operations in the market area served by the Pipeline System, or Shipper's financial condition or the obligation to pay amounts that have become due under this Agreement, shall not constitute Force Majeure for purposes of this Agreement. The Party asserting the existence of an event of Force Majeure shall give written notice thereof to the

other Party and shall make commercially reasonable efforts to avoid or minimize the effect thereof. If Shipper is unable to deliver or Grand Mesa is unable to transport any portion of Shipper's Committed Volume because of a Force Majeure event, then the Shipper's Committed Volume and Fixed Monthly Payment set forth herein will be proportionately reduced by an amount equal to the volume of such impairment for the period of time in which Shipper's or Grand Mesa's ability to perform its obligations hereunder is impaired, and Shipper will be excused from its obligations hereunder during the period of such Force Majeure; provided, however, that the Term shall be extended by the number of days of such Force Majeure event, during which time Shipper shall be obligated to meet Shipper's Committed Volume as set forth herein (proportionately adjusted to correspond to the appropriate number of days). Shipper shall have the option to terminate this Agreement upon written notice to Grand Mesa if, due to an event of Force Majeure declared by Grand Mesa, (i) Shipper is prevented from shipping Crude Petroleum through the Pipeline System for a period of six (6) Months and Grand Mesa has failed within that time to commence and continuously pursue commercially reasonable efforts to restore operation of the Pipeline System, or (ii) Shipper is prevented from shipping Crude Petroleum through the Pipeline System for an aggregate of fifteen (15) Months out of any two- (2-) year period. Upon a termination of this Agreement by Shipper pursuant to this paragraph, Shipper shall thereafter be relieved of any further obligations under this Agreement including, without limitation, responsibility for the portion of the Total Financial Commitment and Fixed Monthly Payments applicable to the remainder of the Term following termination.

- 15.3 **Confidentiality.** The Parties understand and agree that the terms and conditions of this Agreement, all documents referenced herein or exchanged between the Parties and all communications between the Parties regarding this Agreement are considered as being confidential or proprietary (collectively, "**Confidential Information**") as between the Parties, and shall not, without the other Party's prior written consent, be disclosed to any third party, corporation or entity, except (i) to Affiliates, and each of their legal, accounting and other professional advisors, lenders and investment bankers, provided that such Party shall be liable under this Section 15.3 for any such Affiliate's or any such legal, accounting or other professional advisor's, lender's or investment banker's failure to comply with the terms hereof; (ii) in connection with a Permitted Transfer, (iii) as may be required by governmental authority or court; or (iv) as may be necessary to enforce the terms of this Agreement, as provided below. As a condition of its consent to disclosure of Confidential Information by the other Party as required above, a Party may require redaction of portions of this Agreement or other document containing Confidential Information.

Information will not be deemed Confidential Information if it (i) is or becomes publicly available other than through the actions of the receiving Party; (ii) was previously known to or is independently developed by the receiving Party free of any obligation to keep it confidential; or (iii) was previously disclosed or becomes available to the receiving Party

without restriction from a third party whose disclosure did not or does not violate any confidential obligation. A Party shall be excused from these nondisclosure provisions if the disclosure is required by Applicable Laws, rules, regulations or governmental authority or to the extent required for a Party to undertake or defend an action brought by one Party in court to enforce the terms of this Agreement against the other Party. In the event that a Party is requested or required by Applicable Laws, rules, regulations or governmental authority or court to disclose any Confidential Information of the other Party, it is agreed that it shall provide the other Party prompt notice of such request so that an appropriate protective order may be sought by the affected Party. It is understood that the Party requesting a protective order shall bear all costs related thereto.

- 15.4 **Publicity and Advertising.** Each party shall have the right to review and approve any publicity material, press releases or other public statements by the other that refer to such Party or that describe any aspect of this Agreement. Each Party agrees not to issue any such publicity materials, press releases or public statements without the prior written approval of the other Party, except as is required to comply with federal or state securities laws. Neither Party shall publish or use any advertising, sales promotions or other publicity materials that use the other Party's logo, trademarks or service marks without the prior written approval of the other Party.
- 15.5 **Expenses and Attorney Fees.** Except as otherwise provided herein, each Party hereto shall bear its own expenses incurred in connection with the preparation, execution and performance of this Agreement and the transactions contemplated herein, including attorney's fees. In any proceeding or action instituted for the enforcement of this Agreement, the non-prevailing Party shall pay the other Party all costs and expenses, including reasonable attorneys' fees, incurred by the prevailing Party.
- 15.6 **Further Assurances.** Both Parties shall upon reasonable request execute and deliver or cause to be executed and delivered all documents, conveyances, deeds, assignments, other instruments of further assurance, and shall do or cause to be done any acts or things as may be reasonably necessary or advisable to implement and give full effect to the provisions of this Agreement.
- 15.7 **Waiver.** Neither the failure nor any delay on the part of any Party in exercising any right, power or remedy hereunder shall operate as a waiver thereof, or of any other right, power or remedy; nor shall any single or partial exercise of any right, power or remedy preclude any further or other exercise thereof, or the exercise of any other right, power or remedy. No waiver of any of the provisions of this Agreement shall be valid unless it is in writing and signed by the Party against whom such waiver is sought to be enforced.



- 15.8 **Third Party Beneficiaries.** Nothing in this Agreement, expressed or implied, is intended to confer upon any third person any rights or remedies under or by reason of this Agreement.
- 15.9 **Successors and Assignability.** This Agreement shall inure to the benefit of and be binding upon the Parties hereto and their respective permitted successors and assigns. This Agreement shall not be assigned or transferred in whole or in part by either Party except upon the prior written consent of the other Party, which consent shall not be unreasonably withheld, conditioned, or delayed. Notwithstanding the foregoing, either Party may make a Permitted Transfer of this Agreement at any time, without the other Party's consent. In the event of any assignment made by Shipper in accordance with any of the terms in this Section 15.9, Shipper shall remain obligated for all obligations under this Agreement jointly and severally with its assignee unless such assignee demonstrates sufficient financial viability and creditworthiness equivalent or better than Shipper or otherwise sufficient to fulfill the obligations of Shipper under this Agreement to the reasonable satisfaction of Grand Mesa.
- 15.10 **Amendments.** This Agreement may only be amended or modified by a written instrument executed by the duly authorized representatives of both Parties.
- 15.11 **Interpretation.** Section headings contained in this Agreement are for reference purposes only and shall not in any way affect the meaning or interpretation of this Agreement. Whenever used herein the singular number shall include the plural, and the plural shall include the singular, as appropriate, and the use of any gender shall include all genders. The Parties acknowledge and agree that this Agreement has been negotiated by the Parties and has been the subject of arm's length and careful negotiation, that each Party has been given the opportunity to independently review this Agreement with legal counsel, and that each Party has the requisite experience and sophistication to understand, interpret and agree to the particular language of the provisions hereof. Accordingly, in the event of an ambiguity in or dispute regarding the interpretation of this Agreement, this Agreement shall not be interpreted or construed against a Party which drafted this Agreement or any portion hereof.
- 15.12 **Severability.** In the event any provision or portion of a provision hereof of any portion of the Tariff incorporated into or referenced in this Agreement is held to be invalid, void or unenforceable by a court of competent jurisdiction or a governmental agency with jurisdiction, such holding shall not affect the remaining portion of that provision or any other provision hereof. The Parties expressly agree that it is not the intention of either of the Parties to violate public policy or state or federal statutory or common law and that if any sentence, section, clause or combination thereof in this Agreement is in violation of the same as determined by the holding or ruling of a court or governmental agency as described in the preceding sentence, or with respect to FERC, as evidenced by an

indication by FERC that it would so hold or rule if the same were ever challenged in a formal hearing in front of the FERC, such section, clause, or sentence, or combination of the same shall be renegotiated by the Parties in good faith to appropriately amend this Agreement or enter into another agreement or agreements so that the economic benefit to the Parties remains substantially the same.

- 15.13 **Counterparts.** This Agreement may be executed in two or more counterparts, each of which shall be an original, but all of which together shall constitute one and the same instrument.
- 15.14 **Governing Law.** This Agreement will be construed, enforced, and interpreted according to the laws of the State of Texas, without regard to the conflicts of law rules thereof. Each Party irrevocably submits to the jurisdiction of the courts of the State of Texas located in Harris County, Texas and the federal courts of the United States of America located in Harris County, Texas over any dispute or proceeding arising out of or relating to this Agreement or any of the transactions contemplated by this Agreement, and each Party irrevocably agrees that all claims in respect of the dispute or proceeding will be heard and determined in such courts. Each Party irrevocably waives, to the fullest extent permitted by Applicable Laws, any objection which it may now or hereafter have to the venue of any dispute arising out of or relating to this Agreement or any of the transactions contemplated by this Agreement brought in such court or any defense of inconvenient forum for the maintenance of the dispute or action. A judgment in any dispute heard in the venue specified by this Section 15.14 may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by Applicable Laws. **EACH PARTY HEREBY IRREVOCABLY WAIVES TRIAL BY JURY IN ANY ACTION OR PROCEEDING WITH RESPECT TO THIS AGREEMENT.**
- 15.15 **Entire Agreement.** This Agreement, together with the exhibits and schedules attached hereto and Grand Mesa's Tariff, embodies the entire agreement and understanding between the Parties with respect to the subject matter hereof and supersedes any and all prior agreements and understanding relating thereto, written or oral, including, but not limited to, prior drafts of this Agreement.
- 15.16 **Full Authority.** Each Party represents and warrants to the other Party that (a) it is a legal entity duly organized and validly existing and in good standing under the laws of its formation, (b) has all the requisite power and authority to enter into this Agreement, and (c) there is no action or proceeding pending or threatened, and no agreement, judgment, mortgage or bylaw, which prevents or interferes with the Party entering into this Agreement and carrying out its obligations hereunder.
- 15.17 **Records Retention.** While this Agreement is in force and for a period of at least eighteen (18) Months thereafter, each Party shall maintain and make available at the other Party's

reasonable request all records sufficient to permit representatives of the requesting Party to audit compliance with the terms of this Agreement. Grand Mesa shall maintain copies of all books and records relating to its performance under the Agreement for a period of three (3) years after the calendar year in which transportation of Crude Petroleum occurs.

15.18 **Audit.**

- (a) **Frequency; Costs of Audit.** Each Party shall be free to conduct an audit of the other Party's records related to its performance under this Agreement and all applicable for a period of eighteen (18) months following the date of such charges. The number of audits shall be limited to one (1) audit per calendar year. The cost of any such audit will be borne by the Party requesting such audit; provided however, if the results of the audit reveal a material error by the audited Party, then the audited Party shall pay the costs of the audit, not to exceed \$20,000 per calendar year. A material error shall be defined as an error that adversely impacts the auditing Party and where the economic value is greater than \$25,000 per calendar year.
- (b) **Audit Results.** If the audit reveals an error, the Party conducting the audit shall prepare a report showing the results of the audit and deliver a copy of such report to the other Party within sixty (60) days after completion of the audit. If the audit reveals an error, Grand Mesa shall correct the error with the appropriate adjustment within thirty (30) days from the delivery of the audit report. A Party shall have forty-five (45) days from the delivery of the report in which to contest the results of the audit and it shall provide written notice to the Party conducting the audit within that time that it does not agree with the audit findings. The Parties shall then meet and attempt, in good faith, to resolve the disagreement over the audit findings. If the Parties do not resolve the audit dispute within thirty (30) days, executives from each Party who have authority to settle the controversy and who are at a higher level of management than the persons with direct responsibility for administration of this contract shall meet and attempt in good faith to resolve the audit dispute. Fifteen (15) days prior to such executive meeting each Party shall provide a written statement of that Party's position and a summary of arguments supporting that position, and the name and title of the executive who will represent that Party and of any other person who will accompany the executive. The executives of both Parties shall meet at a mutually acceptable time and place, and thereafter as often as they reasonably deem necessary, to attempt to resolve the dispute. All reasonable requests for information made by one Party to the other should be honored. All negotiations pursuant to this clause are confidential and shall be treated as compromise and settlement negotiations for purposes of applicable rules of evidence. Should the negotiations not succeed, neither Party will raise arguments or complaints regarding the positions taken by the Parties or the conduct of the negotiations in any subsequent action.

(c) **Survival**. The provisions of this Article will survive termination or expiration of this Agreement.

15.19 **FERC Tariff**. The terms and conditions of Grand Mesa's Tariff are incorporated into this Agreement by reference except that in Item 100 of the Tariff, where the words "Committed Volume" are used, the words "Fixed Monthly Payment Volume" shall be substituted for purposes of this Agreement. In the event of any conflict between the terms and conditions set forth in this Agreement and those set forth in Grand Mesa's Tariff, the terms and conditions of the Tariff, as published, will prevail, except in the case of Item 100 of the Tariff, in which case, the terms of the foregoing sentence will prevail.

*[This area intentionally left blank]*

IN WITNESS WHEREOF, the Parties to this Agreement have executed this Amended and Restated Transportation Services Agreement by their respective, duly authorized representatives to be effective as of the date first above written.

GRAND MESA PIPELINE, LLC

BAYSWATER EXPLORATION &  
PRODUCTION, LLC

By: H. Michael Krimbill  
Name: H. Michael Krimbill  
Title: CEO

By: [Signature]  
Name: Lynn S. Belcher  
Title: Executive Vice President

**SCHEDULE A**

**Fixed Monthly Payment Volume**

| Fixed Monthly Payment Volume (Barrels per day) | Contract Year  |
|--|--|
| 5,000  | Year 1   |
| 6,000  | Years 2-6  |
| 5,000  | Year 7   |
| 5,000  | Years 8-12, if extended pursuant to <u>Section 6.1</u> |

**SCHEDULE B****RATES****FIVE-YEAR COMMITTED RATES (1)**

| <b>ORIGIN</b>   | <b>DESTINATION</b> | <b>Volumes<br/>Barrels Per<br/>Day</b> | <b>5 Yr Committed<br/>Rates</b> |
|-----------------|--------------------|--|---------------------------------|
| Weld County, CO | Cushing, OK        | 5,000-9,999                            | \$5.20                          |
|                 |                    | 10,000 +                               | \$5.00                          |

**SEVEN-YEAR COMMITTED RATES (1)**

| <b>ORIGIN</b>   | <b>DESTINATION</b> | <b>Volumes Barrels<br/>Per Day</b> | <b>7 Yr Committed<br/>Rates</b> |
|-----------------|--------------------|------------------------------------|---------------------------------|
| Weld County, CO | Cushing, OK        | 5,000-9,999                        | \$5.10                          |
|                 |                    | 10,000-19,999                      | \$4.95                          |
|                 |                    | 20,000-29,999                      | \$4.75                          |
|                 |                    | 30,000-39,999                      | \$4.60                          |

**TEN-YEAR COMMITTED RATES (1)**

| <b>ORIGIN</b>   | <b>DESTINATION</b> | <b>Volumes Barrels<br/>Per Day</b> | <b>10 Yr<br/>Committed<br/>Rates</b> |
|-----------------|--------------------|------------------------------------|--------------------------------------|
| Weld County, CO | Cushing, OK        | 40,000 +                           | \$3.95                               |

**UNCOMMITTED RATES (1)**

| <b>ORIGIN</b>   | <b>DESTINATION</b> | <b>Volumes Barrels<br/>Per Day</b> | <b>Uncommitted<br/>Transportation Rates</b> |
|-----------------|--------------------|------------------------------------|---|
| Weld County, CO | Cushing, OK        | 0-4,999                            | \$5.09                                      |
|                 |                    | 5,000-9,999                        | \$5.09                                      |
|                 |                    | 10,000-19,999                      | \$4.94                                      |
|                 |                    | 20,000-29,999                      | \$4.74                                      |
|                 |                    | 30,000-39,999                      | \$4.59                                      |
|                 |                    | 40,000 +                           | \$3.94                                      |

(1) To the extent permitted by Applicable Laws, (a) the rates set forth herein shall be increased annually, if applicable, effective July 1, by the positive adjustment, if any, in the FERC Index, and (b) if in any year (or partial year) of the Term, there is a reduction in the FERC Index, the rates will not be reduced, but will remain the same as the immediately preceding year, provided that any such reduction shall be carried forward to the next following July 1 FERC Index adjustment (but not to any subsequent adjustment) and applied as a debit to any positive adjustment in such FERC Index, such debit not to reduce the rates below the rates for the immediately preceding year.



**SCHEDULE C****TRUCK LOADING / UNLOADING RATE AND INTERFACILITY TRANSFER RATE****TRUCK LOADING/UNLOADING RATE**

|             | <b>Charges Per Barrel</b> |
|-------------|---------------------------|
| Lucerne, CO | \$0.30                    |
| Kersey, CO  | \$0.30                    |

**INTERFACILITY TRANSFER RATE**

| <b>Location</b>      | <b>Destination</b>                         | <b>Charges Per Barrel</b> |
|----------------------|--|---------------------------|
| NGL Cushing Terminal | Connecting 3 <sup>rd</sup> Party Terminals | \$0.08                    |

To the extent permitted by Applicable Laws, (a) the rates set forth herein shall be increased annually, if applicable, effective July 1, by the positive adjustment, if any, in the FERC Index, and (b) if in any year (or partial year) of the Term, there is a reduction in the FERC Index, the rates will not be reduced, but will remain the same as the immediately preceding year, provided that any such reduction shall be carried forward to the next following July 1 FERC Index adjustment (but not to any subsequent adjustment) and applied as a debit to any positive adjustment in such FERC Index, such debit not to reduce the rates below the rates for the immediately preceding year.

**EXHIBIT A**

**DESCRIPTION OF PIPELINE**

20-inch interstate crude oil pipeline originating at the Lucerne Pump Station located Southeast of the Town of Lucerne, Weld County, Colorado, with an injection station located near Kersey, CO, and terminating at the NGL Cushing Terminal located on the Southwest corner of CRE0740 and South Norfolk Road.

*Exhibit A*

**EXHIBIT B**

**GUARANTY**

THIS GUARANTY is executed as of this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, by \_\_\_\_\_, a \_\_\_\_\_ (“Guarantor”) in favor of **Grand Mesa Pipeline, LLC**, a Delaware limited liability company (“Counterparty”).

1. For value received, and to induce Counterparty to enter into the Amended and Restated Transportation Services Agreement effective as of May \_\_\_\_, 2016 with Bayswater Exploration & Production, LLC, a Colorado limited liability company (“Company”), for the transportation of **Crude Petroleum** and related services thereto (“Agreement”), Guarantor, subject to the terms and conditions herein, hereby unconditionally and absolutely guarantees payment when due of any and all present and future indebtedness owed to Counterparty by Company pursuant to the Agreement (“Obligations”) and hereby agrees to pay said Obligations in accordance herewith if default in payment thereof is made by Company. This Guaranty is a guaranty of payment and not a guaranty of collection.

2. If Company fails or refuses to pay any undisputed Obligations, Counterparty shall notify Company in writing of the manner in which Company has failed to pay and demand that payment be made by Company. If Company’s failure or refusal to pay continues for a period of fifteen (15) days after the date of Counterparty’s notice to Company, and Counterparty has elected to exercise its rights under this Guaranty, Counterparty shall make a demand upon Guarantor (“Payment Demand”). A Payment Demand shall be in writing and shall reasonably and briefly specify in what manner and what amount Company has failed to pay and an explanation of why such payment is due, with a specific statement that Counterparty is calling upon Guarantor to pay under this Guaranty. A Payment Demand satisfying the foregoing requirements shall be deemed sufficient notice to Guarantor that it must pay the Obligations. A single written Payment Demand shall be effective as to any specific default during the continuance of such default, until Company or Guarantor has cured such default, and additional written demands concerning such default shall not be required until such default is cured. Furthermore, any disputed amounts subsequently resolved in favor of Counterparty and remaining unpaid fifteen (15) days after notification of resolution shall result in a written Payment Demand upon Guarantor. This Payment Demand shall follow the procedures described above for undisputed amounts.

3. Guarantor’s liability hereunder shall be limited to payments expressly required to be made under the Agreement (even if such payments are deemed to be damages) and in no event shall Guarantor be subject hereunder to consequential, exemplary, equitable, loss of profits, punitive, or any other damages, except to the extent specifically provided in the Agreement to be due from the Company. Guarantor reserves the right to assert rights, setoffs, counterclaims and other defenses which Company may have to payment of any Obligation under the Agreement,

other than defenses arising from the bankruptcy, insolvency, dissolution, or liquidation of the Company.

4. This Guaranty shall remain in full force and effect for a period of one (1) year from the date hereof. Such termination shall not release Guarantor from liability from any of the Obligations arising prior to the effective date of such termination.

5. The Guarantor's obligations hereunder with respect to any Obligation shall not be affected by the existence, validity, enforceability, perfection, release, or impairment of value of any collateral for such Obligations. Counterparty shall not be obligated to file any claim relating to the Obligations owing to it in the event that Company becomes subject to a bankruptcy, reorganization, or similar proceeding, and the failure of Counterparty to so file shall not affect the Guarantor's obligations hereunder. In the event that any payment to Counterparty in respect to any Obligations is rescinded or must otherwise be returned for any reason whatsoever, Guarantor shall remain liable hereunder in respect to such Obligations as if such payment had not been made.

6. Except as provided for in Sections 2 and 3 above, Guarantor hereby waives any circumstance which might constitute a legal or equitable discharge of a surety or guarantor, including but not limited to (a) notice of acceptance of this Guaranty; (b) presentment and demand concerning the liabilities of Guarantor; (c) notice of any dishonor or default by, or disputes with, Company; and (d) any right to require that any action or proceeding be brought against Company or any other person, or to require that Counterparty seek enforcement of any performance against Company or any other person, prior to any action against Guarantor under the terms hereof. Guarantor consents to the renewal, compromise, extension, acceleration, or other modification of the terms of the Obligations, and to any change, modification or waiver of the terms of the Agreement, without in any way releasing or discharging Guarantor from its obligations hereunder. Except as to applicable statutes of limitation, no delay of Counterparty in the exercise of, or failure to exercise, any rights hereunder shall operate as a waiver of such rights, a waiver of any other rights, or a release of Guarantor from any obligations hereunder.

7. By accepting this Guaranty and entering into the Agreement, Counterparty agrees that Guarantor shall be subrogated to all rights of Counterparty against Company in respect of any amounts paid by Guarantor to Counterparty pursuant to this Guaranty, provided that Guarantor shall be entitled to enforce or to receive any payment arising out of or based upon such right of subrogation only to the extent that it has paid all amounts then due and payable by Company under the Agreement.

8. Any Payment Demand, notice, correspondence or other document to be given hereunder by any party to another (herein collectively called "Notice") shall be in writing and delivered personally or mailed by certified mail, postage prepaid and return receipt requested, or by facsimile, to the addresses set forth below. Notice given by personal delivery or mail shall be effective upon actual receipt, or, if receipt is refused or rejected, upon attempted delivery. Notice given by facsimile shall be effective upon actual receipt if received during the recipient's normal

*Exhibit B*

business hours, or at the beginning of the recipient's next business day after receipt if not received during the recipient's normal business hours. All Notices by facsimile shall be confirmed promptly after transmission in writing by certified mail or personal delivery. Any party may change any address to which Notice is to be given to it by giving Notice as provided above of such change of address.

To Guarantor: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Facsimile: \_\_\_\_\_

To Counterparty: Grand Mesa Pipeline, LLC  
Attention: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Facsimile: \_\_\_\_\_

9. This Guaranty constitutes the entire agreement and understanding between Guarantor and Counterparty and supersedes all prior guaranties issued by Guarantor in connection with the Obligations under the Agreement. Neither Guarantor nor Counterparty may assign this Guaranty without the prior written consent of the other party, where such consent shall not be unreasonably withheld. Neither this Guaranty nor any of the terms hereof may be terminated, amended, supplemented, waived or modified orally, except by written instrument signed by the party against which the enforcement of this termination, amendment or supplement, waiver or modification shall be sought. If any one or more provisions of this Guaranty shall for any reason or to any extent be determined invalid or unenforceable, all other provisions shall, nevertheless, remain in force and effective.

10. THIS GUARANTY SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF OKLAHOMA, WITHOUT RECOURSE TO PROVISIONS GOVERNING CHOICE OF LAW OR CONFLICTS OF LAW, AND IS INTENDED TO BE PERFORMED IN ACCORDANCE WITH, AND TO THE EXTENT PERMITTED BY, SUCH LAWS.

11. Guarantor hereby represents and warrants that (i) it is a corporation duly organized, validly existing and in good standing under the laws of the jurisdiction of its incorporation, (ii) the execution, delivery and performance by Guarantor of this Guaranty are within its corporate powers, have been duly authorized by all necessary corporate action and do not violate Guarantor's charter or by-laws or any law, order or material contractual restriction binding on

*Exhibit B*

Guarantor, and (iii) this Guaranty constitutes Guarantor's legal, valid and binding obligation, enforceable against it in accordance with its terms (except as enforceability may be limited by bankruptcy, insolvency, moratorium and other similar laws affecting enforcement of creditors' rights in general and general principles of equity).

\_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**EXHIBIT C**

**TARIFF**

*(Refer to attached)*

*Exhibit C*

FERC ICA Oil Tariff

F.E.R.C. No. 1.0

## GRAND MESA PIPELINE LLC

### LOCAL TARIFF CONTAINING RULES AND REGULATIONS

Governing the Interstate Transportation of

CRUDE PETROLEUM BY PIPELINE

FROM ORIGINS IN  
WELD COUNTY, COLORADO

TO A DESTINATION IN  
LINCOLN COUNTY, OKLAHOMA

#### GENERAL APPLICATION

The Rules and Regulations published herein apply only under tariffs making specific reference by FERC number to this tariff: such references will include supplements hereto and successive issues hereof. Specific rules and regulations published in individual tariffs will take precedence over Rules and Regulations published herein.

The provisions published herein will, if effective, not result in an effect on the quality of the human environment.

**ISSUED:** \_\_\_\_\_, 2016

**EFFECTIVE:** \_\_\_\_\_, 2016

**ISSUED BY:**

Todd Tanory, Senior VP of Asset Management  
Grand Mesa Pipeline, LLC  
2900 North Loop West, Suite 1250  
Houston, TX 77092

**COMPILED BY:**

Derek Graham, VP Business Development  
Grand Mesa Pipeline, LLC  
2900 North Loop West, Suite 1250  
Houston, TX 77092



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## 5. DEFINITIONS

**"Affiliate"** as herein used means, with respect to any Person, any Person directly or indirectly Controlling, Controlled by or under common Control with such Person.

**"API"** as herein used means American Petroleum Institute.

**"Applicable Laws"** means all federal, state or local laws, rules, orders or regulations applicable to these rules and regulations, the parties, the System and the operation thereof.

**"Barrel"** as herein used means forty-two (42) United States gallons at sixty degrees (60°) Fahrenheit and zero (0) gauge pressure if the vapor pressure of the Crude Petroleum is at or below atmospheric pressure, or at equilibrium pressure if the vapor pressure of the Crude Petroleum is above atmospheric pressure.

**"Carrier"** as herein used means Grand Mesa Pipeline, LLC.

**"Control," "Controlling" or "Controlled"** means the possession, directly or indirectly, of the right or power to direct or cause the direction of the management and policies of another Person, whether through the ownership of voting securities, partnership interests, management authority, by contract or otherwise; and without limiting the foregoing, it shall be deemed that the ownership of more than 50% of the voting securities, partnership interests, member interests or percentage interest of another Person shall be deemed to meet such control test.

**"Crude Petroleum"** as herein used means the direct liquid product of oil wells, or the indirect liquid petroleum products of oil or gas wells, or a mixture of such products.

**"FERC"** as herein used means the Federal Energy Regulatory Commission or any commission, agency or other governmental body succeeding to the powers of such commission.

**"FERC Index"** means the current "Multiplier to Use" as identified in the "Oil Pipeline Index" published annually by the FERC at: <http://www.ferc.gov/industries/oil/gen-info/pipeline-index.asp>.

**"Force Majeure"** as herein used means an event that is beyond the reasonable control of a party and could not have been prevented through the exercise of reasonable diligence, including, without limitation, strikes; lockouts; work stoppages, or other labor disputes or shortages; riots; civil disturbances or disorders; war; acts of the public enemy; terrorism; espionage; nuclear disaster; act of God; fire; explosion; breakage or accident to machinery, equipment, or pipelines; severe weather; earthquakes; floods; epidemics; embargoes; material shortage or unavailability at reasonable cost not resulting from Carrier's failure to timely place orders or take other necessary actions therefor; inability to obtain necessary rights-of-way at reasonable costs; inability or delay in obtaining governmental permits; government codes, ordinances, laws, rules, regulations, or restrictions; or actions that block or prohibit performance. For the avoidance of doubt, a shutdown of the System or any part thereof due to planned maintenance, Shipper's decision to cease or materially reduce or change its operations in the market area served by the System, or Shipper's financial condition or the obligation to pay amounts that have become due under a transportation services agreement, shall not constitute a Force Majeure event.

**"Nomination"** as herein used means a written (physical or electronic) designation by a Shipper to Carrier of a stated quantity of Crude Petroleum for transportation from a specified origin point or points of Carrier to a specified destination point or points of Carrier over a period of one Operating Month in accordance with these rules and regulations.

**“Operating Month”** as herein used means a month that shall be deemed to begin the first day of such month at 0700 hours until the first day of the succeeding month at 0659 hours (Central Standard or Central Daylight Savings Time, as applicable).

**“Person”** means any individual, partnership, corporation, limited liability company, unincorporated organization or association, trust (including the trustees thereof, in their capacity as such) or other entity.

**“Royalties”** has the meaning assigned to such term in Item No. 70.

**“Shipper”** as herein used means a party who contracts with Carrier for transportation of Crude Petroleum, as defined under the terms of these rules and regulations.

**“System”** as herein used means the pipeline that Carrier owns an interest in and to which these rules and regulations are applicable.

**“Tender”** as herein used means an offer by a Shipper to Carrier in accordance with this tariff for the transportation of a stated quantity of Crude Petroleum from a specified origin of Carrier to specified destination point.

#### **10. NOMINATIONS; MINIMUM QUANTITY**

Unless otherwise stated on a tariff making reference to these rules and regulations, Nominations for the transportation of Crude Petroleum for which Carrier has facilities will be accepted into Carrier’s System under these rules and regulations in quantities of not less than seventy-five thousand (75,000) Barrels aggregate from one or more Shippers as operations permit and provided such Crude Petroleum is of similar quality and characteristics as is being transported from receipt point to destination point; except that Carrier reserves the right to accept any quantity of Crude Petroleum from other facilities to which Carrier’s facilities are connected if such quantity can be consolidated with other Crude Petroleum such that Carrier can make a single delivery of not less than seventy-five thousand (75,000) Barrels, and Carrier will not be obligated to make a single delivery of less than seventy-five thousand (75,000) Barrels, unless Carrier’s operations dictate otherwise. The term “single delivery” as used herein means a delivery of Crude Petroleum in one continuous operation into a single facility to which Carrier is connected.

Crude Petroleum will be transported only under a Nomination accepted by the Carrier from origins (or facilities connected to Carrier’s gathering System if and when gathering service is to be performed by the Carrier) to destinations when a tariff covering the movement is lawfully in effect and on file with the FERC as to interstate traffic and with the appropriate state commission covering intrastate traffic.

Any Shipper desiring to Tender Crude Petroleum for transportation shall make a Nomination to the Carrier in writing before 5:00 p.m. Central Standard Time/Central Daylight Saving Time, whichever is applicable, on the twenty-fifth (25th) of the month preceding the movement. Within forty-eight (48) hours after its receipt of such Nomination (or by the end of the next business day if received on a non-business day), Carrier shall, by written notice to Shipper, confirm the Nomination as proposed or notify Shipper of any necessary revisions to such Nomination. Carrier shall furnish Shipper with a final Nomination at least two days prior to the first day of such following Month. In the event Shipper’s Nomination for its initial shipment of Crude Petroleum on the System falls on a day after the 25th day of a Month, the above deadline shall be extended and the Parties shall coordinate with each other to allow shipments to commence the next Month. Unless such notification is made, the Carrier will be under no obligation to accept Crude Petroleum for transportation.

When Nominations submitted by Shippers to Carrier on or before the twenty-fifth (25th) day of the month preceding the Operating Month do not exceed the capacity of the System or any line segment thereof, additional Nominations may be accepted by the Carrier to fill capacity. Carrier is under no obligation to accept such incremental Nominations, and such additional Nominations will be accepted only if they do not impair the movement of Crude Petroleum nominated before the twenty-fifth (25th) day of the preceding month.

#### **15. TITLE**

The Carrier shall have the right to reject any Crude Petroleum, when nominated for transportation, which may be involved in litigation, or the title of which may be in dispute, or which may be encumbered by a lien or charge of any kind, and it may require the Shipper to provide satisfactory evidence of unencumbered title prior to accepting deliveries of Crude Petroleum from Shipper. By Tendering Crude Petroleum, the Shipper warrants and guarantees that the Shipper has good title thereto and agrees to hold Carrier harmless for any and all loss, cost, liability, damage and/or expense resulting from failure of title thereto; provided, that acceptance for transportation shall not be deemed a representation by the Carrier as to title.

#### **20. REQUIRED SHIPPER INFORMATION**

At any time, upon written request of the Carrier, on a non-discriminatory basis, any prospective or existing Shipper shall provide to the Carrier information that will enable the Carrier to enforce the terms of this tariff. Such information may include, but is not limited to, the names of any Affiliates of the Shipper or prospective Shipper, the legal business name of the Shipper or prospective Shipper and the registered business address of the Shipper or prospective Shipper. Additionally, upon Carrier's written request, Shipper shall provide any financial information reasonably required by Carrier to determine creditworthiness, including, but not limited to, financial statements and credit reports.

The Carrier shall not be obliged to accept Crude Petroleum for transportation from an existing or prospective Shipper if the Shipper or prospective Shipper fails to provide to the Carrier any information requested in accordance with this Item No. 20 within three (3) days of the Carrier's written request, or if the Carrier reasonably determines that any of the information provided pursuant to this Item No. 20 is false.

#### **25. LINE FILL AND TANK BOTTOM REQUIREMENTS**

Prior to delivering Barrels out of Carrier's System, each Shipper will be required to supply a pro rata share of Crude Petroleum necessary for pipeline and tankage fill to ensure efficient operation of Carrier's System. Crude Petroleum provided by Shippers for this purpose may be withdrawn only after: (1) shipments have ceased and the Shipper has notified Carrier in writing of its intention to discontinue shipments in Carrier's System, and (2) Shipper balances have been reconciled between Shipper and Carrier. Carrier may require advanced payment of transportation charges on the volumes to be cleared from Carrier's System, and any unpaid accounts receivable, before final delivery will be made. Carrier shall have a reasonable period of time from the receipt of said notice, not to exceed six months, to complete administrative and operational requirements incidental to Shipper withdrawal.

#### **30. QUALITY SPECIFICATIONS**

No Crude Petroleum will be accepted for transportation except merchantable Crude Petroleum which is properly settled and contains not more than one percent (1%) of basic sediment, water, and other impurities, and has a temperature not in excess of one hundred and twenty degrees (120°) Fahrenheit and

its gravity, viscosity, pour point, and other characteristics are such that it will be readily susceptible to transportation through the Carrier's existing facilities, and will not materially affect the quality of other shipments or cause disadvantage to other Shippers and/or the Carrier.

Notwithstanding the preceding sentence, Carrier may at its discretion accept Crude Petroleum from a Shipper that does not meet the foregoing specifications due to unusual circumstances, emergencies, or events of Force Majeure. In such case, however, Shipper must notify Carrier fully in writing of the characteristics of such Crude Petroleum and Shipper shall then secure from the producer or connecting carrier or shall provide itself, in writing, to Carrier an assumption of all liability and agree to hold Carrier harmless from and against any loss, cost or disadvantage to other Shippers, and other pipelines, or to Carrier arising from such transportation.

In addition, Carrier reserves the right to reject (any and all of, but not limited to) the following shipments: (1) the Reid vapor pressure of the Crude Petroleum exceeds twelve pounds (12 lbs.) at one hundred degrees Fahrenheit (100°F); and/or (2) Crude Petroleum where the Shipper has failed to comply with Applicable Laws regulating shipment of Crude Petroleum; (3) Crude Petroleum that does not meet the specifications below:

| <u>Station</u>        | <u>Maximum Sulfur (%)</u> | <u>Minimum Gravity (API)</u> | <u>Maximum Gravity (API)</u> |
|-----------------------|---------------------------|------------------------------|------------------------------|
| Lucerne and Riverside | 0.35                      | ≥ 34                         | ≤ 42                         |
| Lucerne (only)        | 0.15                      | > 42                         | ≤ 55                         |

and/or (4) if Carrier determines that a Shipper has delivered to Carrier's facilities Crude Petroleum that has been contaminated by the presence of excessive metals, including but not limited to chlorinated and/or oxygenated hydrocarbons and salt. Any liability associated with the contamination or disposal of any Crude Petroleum shall be borne by responsible Shipper.

Quality specifications of a connecting carrier may be imposed upon Carrier when such limits are less than that of Carrier, in which case the limitations of the connecting carrier will be applied.

If Carrier determines that a Shipper has delivered to Carrier's facilities Crude Petroleum that has been contaminated by the existence of and/or excess amounts of impure substances, including but not limited to, water, salt, chlorinated and/or oxygenated hydrocarbons, arsenic, lead and/or other metals, such Shipper will be excluded from further entry into applicable segments of the System until such time as quality specifications are met to the satisfaction of Carrier. Further, Carrier reserves the right to dispose of any contaminated Crude Petroleum blocking its System. Disposal thereof, if necessary, may be made in any reasonable commercial manner, and any liability associated with the contamination or disposal of any Crude Petroleum shall be borne by the Shipper introducing the contaminated Crude Petroleum into Carrier's System.

Carrier may, from time to time, undertake to transport other or additional grades of Crude Petroleum and if, in the opinion of Carrier, sufficient quantities are not nominated or facilities are not available to justify continued transportation of other or additional grades, Carrier may, after giving reasonable notice to Shippers who may be affected, cease transporting particular grades of Crude Petroleum.

**35. GAUGING, TESTING AND DEDUCTIONS**

Crude Petroleum shipped hereunder shall be measured and tested by a representative of the Carrier or by automatic equipment approved by the Carrier. Quantities shall be determined by dynamic or static measurement methods in accordance with appropriate API standards, latest revision, and adjusted to base (reference or standard) conditions. Corrections will be made for temperature from observed degrees Fahrenheit to 60 degrees Fahrenheit and the full percentage of water or other impurities as ascertained by a centrifuge machine or other tests will be deducted from the corrected volume.

Shipper or its representative shall have the privilege of being present or represented during the gauging or metering and testing performed by Carrier. Shipper shall grant access to Shipper's facility to Carrier's representative and to any connecting carrier's representative for witnessing meter or gauge readings or meter proving and for any other required inspection incidental to measurement and transportation of Crude Petroleum.

All receipts of Crude Petroleum shall be subject to a deduction of two-tenths of one percent (0.2%) to cover line loss due to shrinkage and evaporation.

After consideration of all the factors set forth in this Item No. 35, a net balance will be determined as the quantity deliverable by Carrier, and transportation charges will be assessed on this net balance.

**40. DESTINATION FACILITIES REQUIRED**

Carrier will accept Crude Petroleum for transportation only when the Shipper has made the necessary arrangements for shipment beyond, or has provided the necessary facilities for receiving said Crude Petroleum as it arrives at, the destination and has advised Carrier of such arrangements on or before the Nomination date.

**45. NOTICE OF ARRIVAL, DELIVERIES AND DEMURRAGE**

The obligation of the Carrier is to deliver the quantity of Crude Petroleum to be transported, less deductions noted in Item No. 35 (GAUGING, TESTING AND DEDUCTIONS), at the specified destination. Such delivery may be made upon twenty-four (24) hours' notice to Shipper who shall accept and receive said Crude Petroleum from the Carrier with all possible dispatch into tanks or receptacles arranged for or provided by the Shipper.

Commencing after the first seven o'clock a.m. notice after expiration of said 24-hour notice, Carrier shall assess a demurrage charge on any part of said Crude Petroleum offered for delivery and not taken by Shipper. The demurrage charge will be 50.0 cents per Barrel per day for each day of 24 hours or fractional part thereof. After expiration of said 24-hour notice, Carrier's liability for loss, damage or delay with respect to Crude Petroleum offered for delivery but not taken by Shipper shall be that of a warehouseman only.

If the Shipper is unable or refuses to receive said Crude Petroleum as it arrives at the specified destination, the Carrier reserves the right to make whatever arrangements for disposition of the Crude Petroleum it deems appropriate in order to clear its pipeline. Any additional expenses incurred by the Carrier in making such arrangements shall be borne by the Shipper.

**50. MIXING IN TRANSIT**

Crude Petroleum will be accepted for transportation only on condition that it shall be subject to normal changes in general characteristics while in transit as may result from the mixture of such Crude Petroleum with other similar Crude Petroleum in the pipeline and/or tanks of Carrier or connecting carrier. Carrier will not be liable for variations of gravity or quality of Crude Petroleum occurring while in its custody and is under no obligation to deliver the identical Crude Petroleum as received. There shall be no adjustment for downgrading or upgrading of Crude Petroleum Tendered for transportation as a result of mixing in transit.

**55. APPLICATION OF RATES AND CHARGES**

Crude Petroleum accepted for transportation shall be subject to the rates and charges in effect on the date of receipt of such Crude Petroleum by Carrier. Transportation and all other lawful charges will be collected on the basis of net quantities of Crude Petroleum delivered as determined in the manner provided in Item No. 35 (GAUGING, TESTING AND DEDUCTIONS).

**60. INTENTIONALLY LEFT BLANK**

**65. PAYMENT OF TRANSPORTATION AND OTHER CHARGES**

Shipper shall be responsible for payment of transportation and all other charges applicable to the shipment, and may be required to prepay such charges or furnish a guaranty of payment satisfactory to Carrier. Payments not received by Carrier in accordance with invoice terms shall be subject to a late charge equivalent to 125% of the prime rate as quoted by The Wall Street Journal, or the maximum rate allowed by Applicable Laws, whichever is less. Carrier shall have a lien on all Crude Petroleum accepted for transportation to cover payment of all charges, including demurrage and late charges and may refuse to make delivery of the Crude Petroleum until all charges have been paid. If said charges, or any part thereof, shall remain unpaid for thirty days after notice of readiness to deliver, the Carrier may sell the Crude Petroleum in an arm's length transaction. Carrier shall have a lien on Crude Petroleum when there shall be failure to take the Crude Petroleum at the point of destination as provided in Item No. 45 (NOTICE OF ARRIVAL, DELIVERIES AND DEMURRAGE). Carrier shall have the right to sell said Crude Petroleum, in an arm's length transaction for cash. The sale will occur not less than twenty-four hours after the Shipper has been notified of the time and place of such sale and the quantity, general description, and location of the Crude Petroleum to be sold. Carrier's affiliates may purchase the Crude Petroleum at such sale. Out of the proceeds of said sale, Carrier shall pay itself for all transportation, demurrage, and other lawful charges, expenses of notice, advertisement, sale and other necessary expenses, and expenses of caring for and maintaining the Crude Petroleum, and the balance shall be held for whomsoever may be lawfully entitled thereto after the auction. If the proceeds of said sale do not cover all expenses incurred by Carrier, the Shipper is liable to Carrier for any deficiency.

When reasonable grounds for insecurity of payment or performance arise, or as otherwise required by a transportation services agreement, Carrier may demand from Shipper adequate assurance of performance. Adequate assurance means sufficient security in the form and for the term specified by Carrier, including, but not limited to, a standby, irrevocable letter of credit, a prepayment, or a guaranty by a creditworthy entity.

**70. LIABILITY OF CARRIER**

As a condition to Carrier's acceptance of Crude Petroleum under this tariff, each Shipper agrees to defend, indemnify and hold harmless Carrier against claims or actions for injury and/or death of any and all persons whomever and for damage to property of or any other loss sustained by Carrier, Shipper, and/or any third party resulting from or arising out of (1) any breach of or failure to adhere to any provision of this tariff by Shipper, its agents, employees, or representatives or (2) the negligent act(s) or failure(s) to act of Shipper, its agents, employees or representatives in connection with delivery or receipt of Crude Petroleum.

No waiver by either Party of any default by the other in the performance of any provision, condition, or requirement in this tariff will be deemed to be a waiver of, or in any manner release the other Party from, performance of any other provision, condition, or requirement in this tariff, nor be deemed to be a waiver of, or in any manner release the other Party from, future performance of the same provision, condition, or requirement; nor will any delay or omission of either Party to exercise any right under this tariff in any manner impair the exercise of any such right or like right accruing to it thereafter.

Shipper will pay or cause to be paid, and agrees to indemnify and hold harmless Carrier from and against the payment of, all excise, gross production, severance, sales, occupation, and all other taxes, charges, or impositions of any and every kind and character required by statute or by any governmental authority with respect to the Crude Petroleum and the handling thereof prior to and at receipt and then at and after delivery. Neither Party will be responsible or liable for any taxes or other statutory charges levied or assessed against the facilities or the other Party used for the purpose of carrying out the provisions of this tariff. Any Party entitled to an exemption from any such taxes or charges will furnish the other Party any necessary documentation thereof.

Shipper will be solely responsible for the payment of all royalties, overriding royalties, bonus payments, production payments, payments for interests in production, or other similar payments due on production (collectively, "**Royalties**") relating to the Crude Petroleum in accordance with the terms of the applicable oil and Gas leases, Applicable Laws and other instruments affecting production of the Crude Petroleum. Shipper assumes full responsibility and liability for said payments, and hereby agrees to indemnify, defend, and hold Carrier and its Affiliates harmless from any and all liability or loss of any kind or character incident to the payment of Royalties.

The Shipper shall be liable for the payment of gathering and transportation charges, fees, and other lawful charges accruing to or due Carrier by Shipper, including but not limited to, penalties, interest and late payment charges on Crude Petroleum delivered by Carrier. All accrued charges are due on delivery of Crude Petroleum by Carrier. Carrier may, at its option, require Shipper to pay all such charges and fees in advance or to provide an irrevocable letter of credit satisfactory to Carrier.

The Carrier while in possession of any of the Crude Petroleum herein described shall not be liable for any loss thereof, damage thereto, or delay, caused by: fire, storm, flood, epidemics, Act of God, terrorism, vandalism, criminal acts, landslides, land collapses, riots, civil disorder, strikes, insurrection, rebellion, war, act of the public enemy, quarantine, the authority of law, requisition or necessity of the Government of the United States in time of war, default of Shipper or Owner, earthquakes, sinkholes, or from any other cause not due to the negligence of Carrier and in no event shall Carrier be liable to Shipper for consequential, incidental or exemplary damages to Shipper. In case of loss of Crude Petroleum in a segregated shipment, the Shipper thereof shall bear the entire loss, damage, or delay that occurs. In case of loss of Crude Petroleum that is not in a segregated shipment, each Shipper of the grade of Crude Petroleum so lost shall share such loss in the proportion that the amount of such grade of Crude



Petroleum then in the custody of Carrier for the account of such Shipper bears to the total amount of such grade of Crude Petroleum then in the custody of Carrier in such System.

Carrier will be obligated to deliver only that portion of a Crude Petroleum shipment remaining after deducting such loss. Transportation charges will be made only on quantities of Crude Petroleum delivered.

If Crude Petroleum is lost in transit, while in the custody of Carrier, due to causes other than those described in the first paragraph of this Item No. 70, Carrier may obtain and deliver to Shipper other Crude Petroleum of the same quantity and grade as that which was lost, but Carrier shall not be obligated to do so. In the alternative, Carrier may compensate Shipper for such loss in money. If Carrier compensates Shipper for such loss in money, the price per Barrel shall be determined as of the date of the loss based on the value of the lost Crude Petroleum.

**EXCEPT AS MAY BE PROVIDED IN A TRANSPORTATION SERVICES AGREEMENT, REGARDLESS OF CAUSE, IRRESPECTIVE OF WHETHER FORESEEABLE, CARRIER WILL NOT BE LIABLE TO A SHIPPER FOR LOSS OF PRODUCTION, LOSS OF USE, LOSS FROM BUSINESS INTERRUPTION, LOSS OF PROFIT OR ANTICIPATED PROFIT, LOSS OF REVENUE, LOSS OF BUSINESS, LOSS OF GOODWILL OR REPUTATION, OR WASTED EXPENDITURE, OR FOR FINES OR PENALTIES, OR FOR ANY INCIDENTAL, INDIRECT, SPECIAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE COST, EXPENSE, LOSS, OR DAMAGE OF ANY KIND ARISING OUT OF OR RELATING TO THIS TARIFF, ANY OF THE TRANSACTIONS CONTEMPLATED BY THIS TARIFF, OR ANY CONTRACT ENTERED INTO COVERING THE TRANSACTIONS CONTEMPLATED BY THIS TARIFF.**

#### **75. WARRANTIES**

Shipper warrants that the Crude Petroleum Tendered to Carrier will conform to the specifications stated in Item No. 30 (QUALITY SPECIFICATIONS), will be merchantable, and will not be contaminated. Shipper will be liable to Carrier and/or other Shippers for any damage, including special, incidental, and consequential, arising from a breach of this warranty. The transportation of the Crude Petroleum will be refused or canceled if Carrier determines or is advised that the Crude Petroleum does not meet the requirements of these Rules and Regulations.

#### **80. DUTY OF CARRIER**

Carrier shall not be required to transport Crude Petroleum except with reasonable diligence, considering the quality of the Crude Petroleum, the distance of transportation and other material elements. Carrier cannot commit to delivering Crude Petroleum to a particular destination, at a particular time.

#### **85. CLAIMS AND TIME FOR FILING**

As a condition precedent to recovery for loss, damage, or delay of shipments, claims must be filed in writing with the Carrier within nine (9) months after the delivery of the Crude Petroleum, or, in case of failure to make delivery, then within nine (9) months after a reasonable time for delivery has elapsed. Suits arising out of such claims must be instituted against Carrier within two (2) years from the time when the Carrier delivers, or Tenders delivery of the Crude Petroleum or, in case of failure to make or Tender delivery, within two (2) years after a reasonable time for delivery has elapsed. Where claims are not filed or suits are not instituted thereon in accordance with the foregoing provisions, Carrier will not be liable and such claims will not be paid.

**90. ADDITIVES**

Carrier reserves the right to require, approve, or reject the injection of corrosion inhibitors, viscosity or pour point depressants, drag reducing agents, or other such additives in Crude Petroleum to be transported.

**95. PIPEAGE OR OTHER CONTRACTS**

Separate pipeage and other contracts between Shipper and Carrier, in accordance with the applicable tariff and these rules and regulations, may be required before any duty of transportation by the Carrier shall arise.

**100. PRORATION OF PIPELINE CAPACITY**

When there shall be tendered to Carrier, for transportation, more Crude Petroleum than can be immediately transported, the transportation by Carrier shall be apportioned among Shippers as provided in Carrier's Pipeline Proration Procedures. Carrier's Pipeline Proration Procedures dated \_\_\_\_\_, 2016, are available upon request.

**105. STORAGE IN TRANSIT**

Storage services may be provided by Carrier to Shippers as specifically stated in a tariff making reference to these rules and regulations.

**110. COMMODITY**

Carrier is engaged primarily in the transportation of Crude Petroleum and will not accept any other commodity for transportation under tariffs making reference hereto.

**115. CONNECTION REQUIREMENTS**

Connections to Carrier's System will only be considered if made by formal written notification to Carrier. All connections will be subject to design requirements necessary to protect the current and future safety, security, integrity and efficient operation of Carrier's pipeline(s) in accordance with generally accepted industry standards. Acceptance of any request for connection will be subject to compliance with governmental regulations. All connection costs shall be paid by the connecting party.

**EXHIBIT D**

**SUBJECT LEASES**

*(Refer to attached)*

*Exhibit D*

Inssofar and only inssofar as the Subject leases cover lands within the Dedication Area

**EXHIBIT D**  
**SUBJECT LEASES**

| BW Lease No. | Lessor/Grantor                | Lessee/Grantee                          | Lease date | Lease description  | Recording Reference |
|--------------|-------------------------------|---|------------|--|---------------------|
| 20984 01     | THE WESTERN SUGAR COOPERATIVE | BAYSWATER EXPLORATION & PRODUCTION, LLC | 12/01/14   | T5N, T8SW, 6TH PM<br>SEC 4, PARCEL IN THE SW (SEE EXHIBIT A OF LEASE FOR METES AND BOUNDS DETAILED DESCRIPTION)  | 4024977             |
| 20984 02     | HILDENBRANDT, ANNA JEAN       | BAYSWATER EXPLORATION & PRODUCTION      | 12/26/14   | T5N, R6SW, 6TH PM<br>SEC 4, A TRACT OF LAND BEING PART OF LOT 4 OF THE NESW BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS DESCRIPTION IN LEASE   | 4076554             |
| 20984 03     | PREFERRED CARTAGE SERVICE INC | BAYSWATER EXPLORATION & PRODUCTION LLC  | 01/05/15   | T5N, R6SW, 6TH PM<br>SEC 4, A PORTION OF THE SE MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS ON EXHIBIT A TO LEASE.   | 4076553             |
| 50000 21     | CROUSE, RAYMOND L.            | CREWS & ZEREN, LLC                      | 12/15/06   | T5N, R6SW, 6TH PM<br>SEC 4, LOT 8, BLK 1 GEISERT INDUSTRIAL P.U.D. A SUBDIVISION OF WELD COUNTY ACCORDING TO MAP RECORDED 10/14/1976 IN BOOK 779 UNDER REC. NO. 1701352 BEING PART OF LOT 3 OF THE SWNW ACCORDING TO THE SUBDIVISION OF LANDS BY THE UNION COLONY OF COLORADO. | 3464438             |
| 50000 22     | DRILLING FLUID SERVICES LLC   | CREWS & ZEREN LLC                       | 01/07/07   | T5N, R6SW, 6TH PM<br>SEC 4, ALL THAT PART OF LOT 2 OF THE SWNW ACCORDING TO THE SUBDIVISION OF LANDS BY THE UNION COLONY OF COLORADO AKA AS PART OF UNION COLONY LOT 2 OF THE SWNW FURTHER DESCRIBED BY METES AND BOUNDS IN LEASE  | 3464437             |
| 50000 23     | EL MARTILLO REPAIR LLC        | CREWS & ZEREN LLC                       | 09/17/08   | T5N, R6SW, 6TH PM<br>SEC 4, A TRACT OF LAND BEING PART OF LOT 3, LUNDGREN SUBDIVISION MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS IN LEASE.  | 3580479             |
| 50000 24     | FORESTER, PATRICIA JEAN       | CREWS & ZEREN LLC                       | 01/17/07   | T5N, R6SW, 6TH PM<br>SEC 4, TRACT 1 LUNDGREN SUBDIVISION ACCORDING TO RECORDED PLAT THEREOF A SUBDIVISION OF LOT 3 OF THE NWNW ACCORDING TO THE SUBDIVISION OF LANDS BY THE UNION COLONY OF COLORADO   | 3464443             |

EXHIBIT D - 1

| BW Lease No. | Lessor/Grantor                        | Lessee/Grantee                | Lease date | Lease description   | Recording Reference |
|--------------|---------------------------------------|-------------------------------|------------|---|---------------------|
| 50000 25     | GOZA, JAY                             | CREWS & ZEREN LLC             | 01/27/08   | TSN, R65W, 6TH PM SEC 4: ALL THAT PART OF LOT 2 OF THE SWNW ACCORDING TO THE SUBDIVISION OF LANDS BY COLONY MORE PARTICULARLY DESCRIBED IN WARRANTY DEED RECORDED IN BOOK 1285 U8DER REC. NO. 2235998   | 3532042             |
| 50000 26     | HARRELL, BRIAN K                      | JAY GOZA INVESTMENTS          | 03/29/06   | TSN, R65W, 6TH PM SEC 4: LOT 1 OF THE SWNW AND LOT 4 OF THE NWNW  | 3393462             |
| 50000 27     | INDORF, DIANE M.                      | CREWS & ZEREN LLC             | 01/24/07   | TSN, R65W, 6TH PM SEC 4: LOT 2 OF THE SWNW ACCORDING TO THE SUBDIVISION LANDS BY THE UNION COLONY OF COLORADO: EXCEPT THE SOUTHERLY 20 FT THEREOF CONVEYED TO CONRAD STREEDER BY QUIT CLAIM DEED RECORDED IN BOOK 414 PAGE 91, AND EXCEPT THAT PORTION THEREOF CONVEYED TO WAYNE MADSWORTH AND MARY MADSWORTH BY WARRANTY DEED RECORDED IN BOOK 552 AT RECEPTION NO. 1474298; AND EXCEPT THAT PORTION THEREOF CONVEYED TO FRED G. WITTMER AND GRACE E. WITTMER BY WARRANTY DEED RECORDED IN BOOK 6001 AT RECEPTION NO. 1522576. | 3496310             |
| 50000 28     | LUBRICATION SERVICES LLC              | CREWS & ZEREN LLC             | 05/27/08   | TSN, R65W, 6TH PM SEC 4: LOT 6, BLK 1, GEISERT INDUSTRIAL PUD, A SUBDIVISION OF WELD COUNTY RECORDED IN BOOK 779 AT RECEPTION NO. 1701352   | 3570174             |
| 50000 29     | SHERLEY, ANN MCELROY & EVELYN MCELROY | CREWS & ZEREN LLC             | 11/19/07   | TSN, R65W, 6TH PM SEC 4: LOTS 1 AND 2 OF THE NWNW ACCORDING TO SUBDIVISION OF LANDS BY THE UNION COLONY   | 3521347             |
| 50000 30     | MONROE, LAWRENCE L. & LOIS G.         | CREWS & ZEREN LLC             | 07/20/07   | TSN, R65W, 6TH PM SEC 4: LOT 4 OF THE SWNW ACCORDING TO THE SUBDIVISION OF LANDS BY THE UNION COLONY OF COLORADO  | 3492973             |
| 50000 31     | NOFFSINGER, ROBERT W JR ET AL         | CREWS & ZEREN LLC             | 05/03/07   | TSN, R65W, 6TH PM SEC 4: LOT 4 OF THE SWNW ACCORDING TO THE SUBDIVISION OF LANDS BY THE UNION COUNTY OF COLORADO  | 3475243             |
| 50000 32     | PALMA, MARIA DE LOURDES               | GRIZZLY PETROLEUM COMPANY LLC | 07/21/14   | TSN, R65W, 6TH PM SEC 4: LOT 3, LUNDGREN SUBDIVISION, EXCEPT THAT PORTION THEREOF CONVEYED BY INSTRUMENTS RECORDED JUNE 30, 1958 IN BOOK 1506 PAGE 526 AND FEBRUARY 23, 1960 IN BOOK 1551 PAGE 428 COUNTY OF WELD STATE OF COLORADO BEING A PART OF THE W2NW  | 4046939             |

EXHIBIT D - 2

| BW Lease No. | Lessor/Grantor                                       | Lessee/Grantee                      | Lease date | Lease description   | Recording Reference |
|--------------|--|-------------------------------------|------------|---|---------------------|
| 50000 33     | PETERSEN DEVELOPMENT COMPANY LLC                     | CREWS & ZEREN LLC                   | 06/04/08   | T5N, R65W, 6TH PM SEC 4 LOT 7, BLOCK 1, GEISERT INDUSTRIAL PUD A SUBDIVISION OF WELD COUNTY RECORDED IN BOOK 779 UNDER RECEPRION NO. 1701352  | 3559632             |
| 50000 34     | ROTHE, JASON & KING, CHRIS                           | CREWS & ZEREN LLC                   | 01/10/07   | T5N, R65W, 6TH PM SEC 4 ALL THAT PART OF LOT 3, LUNDGREN SUBDIVISION, ACCORDING TO THE RECORDED MAP OR PLAT THEREOF. A SUBDIVISION OF LOT 3 OF THE MNWV ALSO KNOWN AS: A TRACT OF LAND BEING PART OF LOT 3 FURTHER DESCRIBED BY METES AND BOUNDS.   | 3464440             |
| 50000 35     | SALAZAR, MARINA MONTOYA                              | CREWS & ZEREN LLC                   | 01/02/10   | T5N, R65W, 6TH PM SEC 4 LOT 2, LUNDGREN SUBDIVISION ACCORDING TO THE RECORDED MAP OR PLAT THEREOF. A SUBDIVISION OF LOT 3 OF THE MNWV ACCORDING TO THE SUBDIVISION OF LANDS BY THE UNION COLONY OF COLORADO.  | 3464441             |
| 50000 36     | SHULTZ, GILBERT D.                                   | GREAT WESTERN OIL & GAS COMPANY LLC | 05/08/09   | T5N, R65W, 6TH PM SEC 4 PARCEL 4, LUNDGREN SUBDIVISION, A SUBDIVISION OF LOT 3 OF THE MNWV ACCORDING TO THE SUBDIVISION OF LANDS BY THE UNION COLONY OF COLORADO  | 3621550             |
| 50000 37     | SHUPE, MICHAEL L. & SUSAN K                          | CREWS & ZEREN LLC                   | 01/02/07   | T5N, R65W, 6TH PM SEC 4 LOT 4, BLK 1, GEISERT INDUSTRIAL PUD, A SUBDIVISION OF WELD COUNTY, COLORADO ACCORDING TO MAP THEREOF RECORDED 10/14/976, IN BOOK 779 UNDER RECEPRION NO. 1701352 BEING PART OF LOT 3 OF THE SWNW ACCORDING TO THE SUBDIVISION OF LANDS BY THE UNION COLONY OF COLORADO | 3464442             |
| 50000 38     | SKATTUM, KIMBERLE A. & KEVIN D. & HOLLAND, KELLIE S. | CREWS & ZEREN LLC                   | 11/13/08   | T5N, R65W, 6TH PM SEC 4 LOT 5, BLOCK 1, GEISERT INDUSTRIAL PUD, A SUBDIVISION OF WELD COUNTY RECORDED IN BOOK 779 UNDER RECEPRION NO. 1701352   | 3599564             |
| 50000 39     | UNITED STATES WELDING INC.                           | CREWS & ZEREN LLC                   | 06/16/08   | T5N, R65W, 6TH PM SEC 4 THAT PART OF LOT 9, BLOCK 1, GEISERT INDUSTRIAL PUD, A SUBDIVISION OF WELD COUNTY RECORDED IN BOOK 779 UNDER RECORDATION NO. 1701352 WITHIN THE W2NW  | 3562525             |
| 50000 40     | WADSWORTH, WAYNE                                     | CREWS & ZEREN LLC                   | 12/15/06   | T5N, R65W, 6TH PM SEC 4 A PARCEL OF LAND LOCATED IN LOT 2 OF THE SWNW ACCORDING TO THE SUBDIVISION OF LANDS BY THE UNION COLONY OF COLORADO FURTHER DESCRIBED BY METES AND BOUNDS IN LEASE  | 3464439             |

EXHIBIT D - 3

| BW Lease No. | Lessor/Grantor                       | Lessee/Grantee                | Lease date | Lease description  | Recording Reference |
|--------------|--------------------------------------|-------------------------------|------------|--|---------------------|
| 50000.44     | JUANICORENA, ANGEL & CARMEN V.       | SHARP ENERGY RESOURCES LLC    | 08/29/13   | T5N, R65W, 6TH PM<br>SEC 4, 1218-A PT L1, NESW/4, 5 6S COMM SE COR L1 N1/10' THENCE WLY 394' S110' THENCE ELY 394' TO BEGINNING.   | 3978941             |
| 50000.46     | BGT PROPERTIES LLC                   | SHARP ENERGY RESOURCES LLC    | 10/21/13   | T5N, R65W, 6TH PM<br>SEC 4, ELLIS AND CAPP COMMERCIAL TRACT, EXCEPT THOSE PARCELS DESCRIBED IN DEED RECORDED 225/1964 IN BOOK 508 AT RECEPTION NO. 1429942 AND DEED RECORDED 9/27/1972 IN BOOK 676 AT RECEPTION NO. 1598425 WELD COUNTY CO | 3982088<br>MEMO     |
| 50000.47     | BURRIS COMPANY INC                   | GRIZZLY PETROLEUM COMPANY LLC | 11/13/13   | T5N, R65W, 6TH PM<br>SEC 4, ALL THE PART OF THE ELLIS AND CAPP COMMERCIAL TRACT, AN ADDITION TO THE CITY OF GREELEY FURTHER DESCRIBED BY METES AND BOUNDS IN LEASE   | 3988580<br>MEMO     |
| 50000.48     | JH CAPP TRUST<br>JOHN C CAPP TRUSTEE | GRIZZLY PETROLEUM COMPANY LLC | 11/15/13   | T5N, R65W, 6TH PM<br>SEC 4, ELLIS AND CAPP COMMERCIAL TRACT, EXCEPT THOSE PARCELS DESCRIBED IN DEED RECORDED 225/1964 IN BOOK 508 AT RECEPTION NO. 1429942 AND DEED RECORDED 9/27/1972 IN BOOK 676 AT RECEPTION NO. 1598425 WELD COUNTY CO | 3982088<br>MEMO     |
| 50000.51     | WATERMAN, DUSKA SUE                  | SHARP ENERGY RESOURCES LLC    | 05/29/13   | T5N, R65W, 6TH PM<br>SEC 4, A TRACT OF LAND BEING PART OF LOT 4 OF THE NESW ACCORDING TO THE SUBDIVISION OF LANDS BY THE UNION COLONY OF COLORADO MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS IN LEASE                                 | 3964974<br>MEMO     |
| 50000.52     | TYRRELL, JACK E. & MAXINE H.         | GRIZZLY PETROLEUM COMPANY LLC | 09/05/13   | T5N, R65W, 6TH PM<br>SEC 4, ALL THAT PORTION OF THE LOTS 2, 3 AND 4 OF NESW FURTHER DESCRIBED BY METES AND BOUNDS IN LEASE   | 3988581<br>MEMO     |
| 50000.53     | TAYLOR, DIANA                        | SHARP ENERGY RESOURCES LLC    | 09/29/13   | T5N, R65W, 6TH PM<br>SEC 4, E201' OF N190' OF LOT 1 OF NESW  | 3988237             |
| 50000.54     | HOOKER, DOROTHY RUTH                 | SHARP ENERGY RESOURCES LLC    | 06/24/13   | T5N, R65W, 6TH PM<br>SEC 4, LOT 1 OF THE NESW ACCORDING TO THE SUBDIVISION OF LANDS BY THE UNION COLONY OF COLORADO  | 3963485<br>MEMO     |

EXHIBIT D - 4

| Blw/Lease No. | Lessor/Grantor  | Lesseee/Grantee            | Lease date | Lease description  | Recording Reference |
|---------------|---|----------------------------|------------|--|---------------------|
| 50000 56      | MOREHOUSE, BETH ANN                                     | SHARP ENERGY RESOURCES LLC | 07/10/13   | T5N, R65W, 6TH PM SEC 4, A TRACT OF LAND BEING A PART OF LOT 4 OF THE NESW ACCORDING TO THE SUBDIVISION OF LANDS BY THE UNION COLONY OF COLORADO MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS IN LEASE.   | 3963486 MEMO        |
| 50002         | HENRY C SANDUSKY ET UX                                  | BASIN EXPLORATION INC      | 11/23/81   | T5N, R65W, 6TH P M SEC 15, S2NW/4  | 01884519            |
| 51000         | O&G LEASE NO. 8774093 STATE BOARD OF LAND COMMISSIONERS | DELLCO INVESTMENTS         | 03/19/87   | T5N, R65W 6TH PM SEC 16, SE/4 NW/4   | 2153651             |
| 51001         | ALVIN J HERMAN ET UX                                    | BASIN EXPLORATION INC      | 10/12/84   | T5N, R65W 6TH PM SEC 15, A TRACT OF LAND IN THE S2NW/4, MORE PARTICULARLY DESCRIBED IN THE LEASE.  | 01985574            |
| 51002         | JAMES E VETTING ET UX                                   | BASIN EXPLORATION INC      | 11/08/84   | T5N, R65W, 6TH P M SEC 15, ALL THAT PART OF LOTS 1 AND 2 OF THE SE1/4NW/4 AND LOTS 1 AND 2 OF THE S2/4NW/4, ALSO DESCRIBED AS THE S2NW/4 LYING NORTH OF THE CANAL OF THE GREELEY IRRIGATION COMPANY OF COLORADO INSOFAR AND ONLY INSOFAR AS DESCRIBED ABOVE  | 02004679            |
| 60024         | VETTING, JAMES E. ET UX                                 | MATRIX ENERGY, LLC         | 11/07/05   | TOWNSHIP 5 NORTH, RANGE 65 WEST OF THE 6TH P.M. SECTION 15, TRACT OF LAND IN THE NW DESCRIBED AS FOLLOWS: LOT 1, 2, 3, 4, 5, 6, 7, 8 IN THE NENW EXCEPT THE FOLLOWING TWO TRACTS: THAT PART LYING NORTH AND EAST OF STATE HIGHWAY #6, EXCEPT PART OF LOTS 1 AND 8 BEGINNING AT THE SE CORNER OF THE NENW, S0°56'W 180', NORTH 0°17'E 801.46', SOUTH 45°15'E 252.22'E, S0°17'W 623.86' TO POINT OF BEGINNING (2.95 ACRES) | 3342338             |
| 60026         | GETTMAN, SUSAN  | MATRIX ENERGY, LLC         | 08/22/05   | TOWNSHIP 5 NORTH, RANGE 65 WEST OF THE 6TH P.M. SECTION 15, TRACT OF LAND IN THE NW DESCRIBED AS FOLLOWS: PARTS OF LOT 1 AND 8 BEGINNING AT THE SE CORNER OF THE NENW, S89°56'W 180', NORTH 0°17'E 801.46', SOUTH 45°15'E 252.22'E, S0°17'W 623.86' TO POINT OF BEGINNING (2.95 ACRES)   | 3342339             |
| 60027         | BARRETT, JOHN L. ET AL                                  | MATRIX ENERGY, LLC         | 05/16/06   | TOWNSHIP 5 NORTH, RANGE 65 WEST OF THE 6TH P.M. SECTION 15, TRACT OF LAND IN THE NW DESCRIBED AS FOLLOWS: LOTS 1, 2, 6, 7 OF BLOCK 1 OF MCMAHAN SUBDIVISION  | 3403007             |

EXHIBIT D - 5



| BW Lease No. | Lessor/Grantor                   | Lessee/Grantee     | Lease date | Lease description   | Recording Reference |
|--------------|----------------------------------|--------------------|------------|---|---------------------|
| 60028        | KIELMAN, LOUIS M ET UX           | MATRIX ENERGY, LLC | 09/12/00   | TOWNSHIP 5 NORTH, RANGE 65 WEST OF THE 6TH P.M. SECTION 15; PART OF THE NWNE BEGINNING AT THE NORTH QUARTER CORNER, EAST 609.42', S29°55'W 229.28', S33°58'W 101.91', WEST 438.18', NORTH 283.25' TO POINT OF BEGINNING; LOTS 3, 4, & 5 OF BLOCK 1 OF THE MCMAHAN SUBDIVISION LOCATED IN THE NEWW                   | 2803879             |
| 60029        | ARNOLD, GERALD JAMES ET UX       | MATRIX ENERGY, LLC | 09/12/00   | TOWNSHIP 5 NORTH, RANGE 65 WEST OF THE 6TH P.M. SECTION 15; PART OF THE NWNE BEGINNING AT A POINT 283.25' SOUTH OF THE NORTH QUARTER CORNER, EAST 438.18', S33°58'W 22.96', S40°35'W 197.05', S41°09'W 133.1', NORTH 306.92' TO POINT OF BEGINNING; LOT 1 OF BLOCK 2 OF THE MCMAHAN SUBDIVISION LOCATED IN THE NEWW | 2803880             |
| 60030        | WELD COUNTY SCHOOL DISTRICT 6    | MATRIX ENERGY, LLC | 12/11/05   | TOWNSHIP 5 NORTH, RANGE 65 WEST OF THE 6TH P.M. SECTION 15; E2 OF LOT 3; LOTS 2,5,6 ALL IN THE NWNW   | 3392251             |
| 60031        | ELLIOTT, SHAWN W.                | MATRIX ENERGY, LLC | 08/22/05   | TOWNSHIP 5 NORTH, RANGE 65 WEST OF THE 6TH P.M. SECTION 15; TRACT OF LAND IN THE NW DESCRIBED AS FOLLOWS: W/2 OF LOT 3 OF THE NWNW  | 3342352             |
| 60032        | NAKAGAWA, JOSEPH Y.              | MATRIX ENERGY, LLC | 08/23/05   | TOWNSHIP 5 NORTH, RANGE 65 WEST OF THE 6TH P.M. SECTION 15; TRACT OF LAND IN THE NW DESCRIBED AS FOLLOWS: LOT 4 OF THE NWNW   | 3342337             |
| 60036.01     | HOSHIKO FARMS, INC.              | MATRIX ENERGY, LLC | 02/21/07   | T8N, R65W OF 6TH P.M. SEC 29. NUMEROUS PARCELS IN THE N2 MORE PARTICULARLY DESCRIBED IN LEASE. SEE LEASE FOR DETAILS.   | 3457454             |
| 60036.02     | ECKHARDT, KAY MCKELVEY           | MATRIX ENERGY, LLC | 02/19/07   | TOWNSHIP 6 NORTH, RANGE 65 WEST OF THE 6TH P.M. SECTION 29; NWNE; NEWW  | 3461031<br>3461031  |
| 60036.03     | ANDERSON, KEITH, ET UX           | MATRIX ENERGY, LLC | 02/19/07   | TOWNSHIP 6 NORTH, RANGE 65 WEST OF THE 6TH P.M. SECTION 29; NWNE; NEWW  | 3461032<br>3461032  |
| 60036.04     | ANDERSON, KENT, ET UX            | MATRIX ENERGY, LLC | 02/19/07   | TOWNSHIP 6 NORTH, RANGE 65 WEST OF THE 6TH P.M. SECTION 29; NWNE; NEWW  | 3461035<br>3461035  |
| 60036.05     | ANDERSON, KAREN & ARNOLD, ROBERT | MATRIX ENERGY, LLC | 02/19/07   | TOWNSHIP 6 NORTH, RANGE 65 WEST OF THE 6TH P.M. SECTION 29; NWNE; NEWW  | 3461034<br>3461034  |

EXHIBIT D - 6

| BW Lease No. | Lessor/Grantor                                  | Lessee/Grantee     | Lease date | Lease description  | Recording Reference |
|--------------|---|--------------------|------------|--|---------------------|
| 60037        | UNION PACIFIC RAILROAD COMPANY                  | MATRIX ENERGY, LLC | 07/10/07   | TOWNSHIP 6 NORTH, RANGE 65 WEST OF THE 6TH P.M. SECTION 29. THAT PART CONVEYED BY WARRANTY DEED RECORDED AT BOOK 300, PAGE 148. AND THAT PART CONVEYED BY WARRANTY DEED RECORDED AT BOOK 300, PAGE 309. AND THAT PART CONVEYED BY WARRANTY DEED RECORDED AT BOOK 300, PAGE 89. AND THAT PART CONVEYED BY WARRANTY DEED RECORDED AT BOOK 296, PAGE 111. | 3492691             |
| 60038        | ANADARKO LAND CORP. AND ANADARKO E&P COMPANY LP | MATRIX ENERGY, LLC | 06/01/07   | TOWNSHIP 6 NORTH, RANGE 65 WEST OF THE 6TH P.M. SECTION 29. A PARCEL OF LAND IN THE SENW UNDERLYING THE OLD UPRR SPUR LINE   | 3512763             |
| 60039        | COLORADO DEPARTMENT OF TRANSPORTATION           | MATRIX ENERGY, LLC | 05/15/07   | INSOFAR AND ONLY INSOFAR AS SAID LEASE COVERS: T5N, R65W OF THE 6TH P.M. SEC 29. HIGHWAY LANDS IN THE W2W2   | 3478116             |
| 60040        | BUREAU OF LAND MANAGEMENT - COC73357            | MATRIX ENERGY, LLC | 11/01/08   | TOWNSHIP 6 NORTH, RANGE 65 WEST OF THE 6TH P.M. SECTION 29. THAT PORTION IN THE NW UNDERLYING THE RAILROAD RIGHT OF WAY  | RECORDED AT BLM     |
| 60041        | ANADARKO LAND CORP. AND ANADARKO E&P COMPANY LP | MATRIX ENERGY, LLC | 05/01/07   | TOWNSHIP 6 NORTH, RANGE 65 WEST OF THE 6TH P.M. SECTION 29. THAT PART OF THE W2NW CONVEYED TO THE UNION PACIFIC RAILROAD COMPANY BY WARRANTY DEED, RECORDED AT BOOK 292, PAGE 523.   | 3608530             |
| 60042        | ZABKA, DUANE D. & ZABKA, DOROTHY                | MATRIX ENERGY, LLC | 03/01/07   | TOWNSHIP 6 NORTH, RANGE 65 WEST OF THE 6TH P.M. SECTION 29. FB42, REPLAT LOTS 3,4 AND LOTS 5 & 6 OF FAGERBERG SUBDIVISION  | 3463174             |

EXHIBIT D - 7

| BW Lease No. | Lessor/Grantor                                 | Lessee/Grantee     | Lease date | Lease description   | Recording Reference |
|--------------|--|--------------------|------------|---|---------------------|
| 60043        | AMADARKO LAND CORP AND AMADARKO ESP COMPANY LP | MATRIX ENERGY, LLC | 05/25/07   | TOWNSHIP 6 NORTH, RANGE 65 WEST OF THE 6TH P.M. SECTION 29. A STRIP OF LAND 250.0 FEET WIDE SITUATE IN THE E2E2 OF SECTION 29, BEING 123.0 FEET ON EACH SIDE, MEASURED AT RIGHT ANGLES, FROM THE HERINAFTER DESCRIBED CENTERLINE, AND SAID CENTERLINE PROLONGED, OF THE ABANDONED MAIN TRACK OF THE GREELEY BRANCH OF THE UNION PACIFIC RAILROAD COMPANY, AS FORMERLY CONSTRUCTED AND OPERATED AND EXTENDING NORTHWESTERLY FROM A STRAIGHT LINE THAT IS PARALLEL WITH AND 40.2 FEET DISTANT NORTHWESTERLY MEASURED ALONG SAID CENTERLINE OF ABANDONED MAIN TRACK, FROM THE EAST LINE OF SAID SECTION TO A STRAIGHT LINE DRAWN AT RIGHT ANGLES TO SAID CENTERLINE AT A POINT THEREON THAT IS 364.37 FEET DISTANT NORTHWESTERLY, MEASURED ALONG SAID CENTERLINE, FROM SAID EAST LINE OF SECTION 29 AS DESCRIBED IN BOOK 1068, REC NO 2009232 OF THE WELD COUNTY COURTHOUSE RECORDS. | 3550617             |
| 60044        | MORO FARMS, INC                                | MATRIX ENERGY, LLC | 02/05/10   | TOWNSHIP 6 NORTH, RANGE 65 WEST OF THE 6TH P.M. SECTION 29. LANDS IN THE E2 MORE PARTICULARLY DESCRIBED ON THE LEASE  | 3684217             |
| 60045        | MATRIX ENERGY, LLC                             | MATRIX ENERGY, LLC | 03/23/10   | TOWNSHIP 6 NORTH, RANGE 65 WEST OF THE 6TH P.M. SECTION 29. LOT A RECORDED EXEMPTION NO. 0803-29-3-RE2984, ACCORDING TO MAP RECORDED FEBRUARY 26, 2001 AT RECEPTION NO. 2827883, BEING LOCATED IN THE SW  | 3683000             |
| 60046        | JAE PROPERTIES COLORADO LLC                    | MATRIX ENERGY, LLC | 07/22/10   | TOWNSHIP 6 NORTH, RANGE 65 WEST OF THE 6TH P.M. SECTION 29. LOT B, RECORDED EXEMPTION RE.0803-29-3-2984, RECORDED FEBRUARY 26, 2001 AT RECEPTION NO. 2827883, BEING LOCATED IN THE SW   | 3718967             |
| 60047 01     | RICHARD WILLIAM COOPER, LLC                    | MATRIX ENERGY, LLC | 09/01/11   | TOWNSHIP 6 NORTH, RANGE 65 WEST OF THE 6TH P.M. SECTION 29. LOT B OF SECOND AMENDED RECORDED EXEMPTION NO. 0803-29-3-AMRE-151, RECORDED AT RECEPTION NO 2732858   | 3794068             |
| 60047 02     | J.PATRICK HARE, LLC                            | MATRIX ENERGY, LLC | 09/01/11   | TOWNSHIP 6 NORTH, RANGE 65 WEST OF THE 6TH P.M. SECTION 29. LOT B OF SECOND AMENDED RECORDED EXEMPTION NO. 0803-29-3-AMRE-151, RECORDED AT RECEPTION NO. 2732858  | 3794069             |

EXHIBIT D - 8

| BW Lease No. | Lessor/Grantor                      | Lessee/Grantee     | Lease date | Lease description   | Recording Reference |
|--------------|-------------------------------------|--------------------|------------|---|---------------------|
| 60048        | JERRY & CAROLYN ISBELL, INC.        | MATRIX ENERGY, LLC | 07/19/10   | TOWNSHIP 6 NORTH, RANGE 65 WEST OF THE 6TH P.M. SECTION 29. PART E2SW BEGINNING AT SW CORNER E2SW N5°46'W A DISTANCE OF 860.07 FEET TO POINT 10' FROM C/L FREE CHURCH LAT DITCH, THENCE S86°11'E A DISTANCE OF 346.42 FEET, THENCE S38°39'E A DISTANCE OF 186.97 FEET, THENCE S86°08'W A DISTANCE OF 102.33 FEET, THENCE S8°29'E A DISTANCE OF 132.56 FEET, THENCE N90° W A DISTANCE OF 65.18 FEET, THENCE S5°18' E A DISTANCE OF 220 FEET TO SOUTH LINE OF THE SW, THENCE W/A DISTANCE OF 255.20 FEET TO BEGINNING.                                | 3712714             |
| 60049        | WELD COUNTY                         | MATRIX ENERGY, LLC | 09/20/10   | TOWNSHIP 6 NORTH, RANGE 65 WEST OF THE 6TH P.M. SECTION 29. A STRIP OF LAND 30' WIDE LOCATED ON THE EAST SIDE OF THE E2SW, SAID TRACT BEING THAT TRACT CONVEYED IN THAT CERTAIN WARRANTY DEED DATED MARCH 8, 1909 AND RECORDED APRIL 19, BOOK 300, PAGE 390   | 3723159             |
| 60051        | BLISS, CHARLES W. & BLISS, MARGARET | MATRIX ENERGY, LLC | 08/11/10   | TOWNSHIP 6 NORTH, RANGE 65 WEST OF THE 6TH P.M. SECTION 29. PART OF THE E2SW BEGINNING 817.78 FEET WEST OF THE SOUTH QUARTER CORNER THEN WEST 280.52 FEET; THENCE NORTH 05°18' WEST 220 FEET; THENCE EAST 65.18 FEET; THENCE NORTH 06°29' WEST 132.56 FEET; THENCE NORTH 86°08' EAST 102.33 FEET; THENCE SOUTH 20°39' EAST 180.30 FEET; THENCE SOUTH 18°58' EAST 199.81 FEET TO THE POINT OF BEGINNING.   | 3718968             |
| 60052        | MONSON BROS. CO                     | MATRIX ENERGY, LLC | 01/26/07   | TOWNSHIP 6 NORTH, RANGE 65 WEST OF THE 6TH P.M. SECTION 29. PART OF THE SE, LOT A CORRECTED REC EXEMPT RE-3564  | 3455690             |
| 60053.01     | HUNGENBERG INVESTMENTS, LLC         | MATRIX ENERGY, LLC | 12/09/06   | TOWNSHIP 6 NORTH, RANGE 65 WEST OF THE 6TH P.M. SECTION 29. PART OF SW LOT B CORRECTED EXEMPT RE-3564 EXCEPT PORTION SD LOT B IN W2SE (.67), LOT B CORRECTED REC EXEMPT RE-3564 LYING IN W2SE DESCRIBED BEGINNING SE CORNER N84°10'W A DISTANCE OF 140.26'. THENCE N04°49'E A DISTANCE OF 837.95'. THENCE N84°W A DISTANCE OF 1243.56'. THENCE N0°48'W A DISTANCE OF 464.73'. THENCE S84°10'E A DISTANCE OF 16.49'. THENCE S0°14'E A DISTANCE OF 25.14'. THENCE S84°10'E A DISTANCE OF 1292.73'. THENCE S0°28'E A DISTANCE OF 1285.66 TO BEGINNING. | 3445521             |
| 60053.02     | D&B HUNGENBERG INVESTMENTS, LLC     | MATRIX ENERGY, LLC | 12/09/06   | TOWNSHIP 6 NORTH, RANGE 65 WEST OF THE 6TH P.M. SECTION 29. PART OF SW LOT B CORRECTED EXEMPT RE-3564 EXCEPT PORTION SD LOT B IN W2SE (.67), LOT B CORRECTED REC EXEMPT RE-3564 LYING IN W2SE DESCRIBED BEGINNING SE CORNER N84°10'W A DISTANCE OF 140.26'. THENCE N04°49'E A DISTANCE OF 837.95'. THENCE N84°W A DISTANCE OF 1243.56'. THENCE N0°48'W A DISTANCE OF 464.73'. THENCE S84°10'E A DISTANCE OF 16.49'. THENCE S0°14'E A DISTANCE OF 25.14'. THENCE S84°10'E A DISTANCE OF 1292.73'. THENCE S0°28'E A DISTANCE OF 1285.66 TO BEGINNING. | 3445521             |

EXHIBIT D - 9

| BW Lease No. | Lessor/Grantor  | Lessee/Grantee            | Lease date | Lease description  | Recording Reference |
|--------------|---|---------------------------|------------|--|---------------------|
| 60054        | GIBBS, FRED O. & GIBBS MARY G.  | ST MICHAEL EXPLORATION CO | 05/02/82   | TOWNSHIP 6 NORTH, RANGE 65 WEST OF THE 6TH P.M. SECTION 29. A TRACT OF LAND SITUATED IN THE W2SW BEING MORE PARTICULARLY DESCRIBED IN THAT CERTAIN SPECIAL WARRANTY DEED RECORDED ON JANUARY 23, 1979, IN BOOK 858 AT RECEPTION NO. 1779607.   | 1892313             |
| 60055        | L&L PARTNERSHIP, A COLORADO GENERAL PARTNERSHIP                           | MATRIX ENERGY, LLC        | 12/13/06   | TOWNSHIP 6 NORTH, RANGE 65 WEST OF THE 6TH P.M. SECTION 29. W2SW EXCEPT A TRACT 200' BY 348' MORE PARTICULARLY DESCRIBED IN BOOK 54 AT PAGE 106 AND AGAIN IN BOOK 1067 AT PAGE 132. ALSO EXCEPT A TRACT DEEDED TO THE UNION PACIFIC RAILROAD COMPANY BEING MORE PARTICULARLY DESCRIBED IN BOOK 311 AT PAGE 427. ALSO EXCEPT A TRACT DEEDED TO WELD COUNTY BEING MORE DESCRIBED IN BOOK 847 AT PAGE 254. ALSO EXCEPT A TRACT BEING DESCRIBED IN BOOK 1386 AT PAGE 526 AND AGAIN IN BOOK 858 AT RECEPTION NUMBER 1779607. ALSO EXCEPT A TRACT NOW PRESENTLY OCCUPIED AND OWNED BY THE COLORADO STATE HIGHWAY DEPARTMENT AND ALSO KNOWN AS STATE HIGHWAY NUMBER 85. | 3465520             |
| 60056        | UNITED STATES DEPARTMENT OF INTERIOR BUREAU OF LAND MANAGEMENT - COC/3129 | MATRIX ENERGY, LLC        | 11/20/08   | TOWNSHIP 6 NORTH, RANGE 65 WEST OF THE 6TH P.M. SECTION 29. THAT PORTION UNDERLYING THE RAILROAD RIGHT OF WAY  | ON FILE AT BLM      |
| 60057        | ANADARKO LAND CORP. AND ANADARKO E&P COMPANY LP                           | MATRIX ENERGY, LLC        | 12/01/08   | TOWNSHIP 6 NORTH, RANGE 65 WEST OF THE 6TH P.M. SECTION 29. THAT PORTION OF THE NWSW MORE PARTICULARLY DESCRIBED IN WARRANTY DEED RECORDED AT BOOK 311, PAGE 427.  | 3608529             |
| 60058        | GIBBS, JAMES G. AND DIANE R   | MATRIX ENERGY, LLC        | 10/19/12   | TOWNSHIP 6 NORTH, RANGE 65 WEST OF THE 6TH P.M. SECTION 29. ALL EXCEPT THE EAST 30 FEET OF THE FOLLOWING DESCRIBED TRACT OF LAND IN THE NE CORNER OF THE SESE. MORE PARTICULARLY DESCRIBED IN THE LEASE.   | 3894142             |
| 60059        | KING, CHRISTOPHER L   | MATRIX ENERGY, LLC        | 02/21/07   | TOWNSHIP 6 NORTH, RANGE 65 WEST OF THE 6TH P.M. SECTION 29. LOT B OF RECORDED EXEMPTION NO. 0803-29-4-RE3299, BEING PART OF THE NESE   | 3461030             |
| 60060        | THOMAS R. TROUDT & DIANE E. TROUDT  | MATRIX ENERGY, LLC        | 02/21/07   | TOWNSHIP 6 NORTH, RANGE 65 WEST OF THE 6TH P.M. SECTION 29. LOT A OF RECORDED EXEMPTION NO. 0803-29-4-RE3299, BEING PART OF THE NESE   | 3461036             |
| 60061        | SMITHSON, SHIRLEY   | MATRIX ENERGY, LLC        | 08/29/11   | TOWNSHIP 5 NORTH, RANGE 65 WEST OF THE 6TH P.M. SECTION 16. LOTS 4 AND 5 OF THE VGC SUBDIVISION LOCATED IN THE NENE  | 3888242             |

EXHIBIT D - 10

| BW Lease No. | Lessor/Grantor                       | Lessee/Grantee     | Lease date | Lease description   | Recording Reference |
|--------------|--------------------------------------|--------------------|------------|---|---------------------|
| 60062        | MEYER, EDNA L.                       | MATRIX ENERGY, LLC | 08/29/11   | TOWNSHIP 5 NORTH, RANGE 65 WEST OF THE 6TH P.M. SECTION 16, LOT 3 OF PARCEL A, OF MINER SUBDIVISION #0961-16-MS-12 AS RECORDED NOVEMBER 27, 1972 UNDER RECEPTION NUMBER 1602495 BEING THAT PORTION OF THE E2NENE  | 3818757             |
| 60063        | FLORES, ELIASAR ET UX                | MATRIX ENERGY, LLC | 08/29/11   | TOWNSHIP 5 NORTH, RANGE 65 WEST OF THE 6TH P.M. SECTION 16, LOT 2 VGG SUBDIVISION   | 3800803             |
| 60064        | ZUNDEL, DWIGHT J ET UX               | MATRIX ENERGY, LLC | 08/29/11   | TOWNSHIP 5 NORTH, RANGE 65 WEST OF THE 6TH P.M. SECTION 16, LOT 2, REPLAT OF LOT 2, ETHERTON'S SUBDIVISION, ACCORDING TO THE MAP RECORDED DECEMBER 16, 1987 IN BOOK 1180 RECEPTION NO. 2125085  | 3800801             |
| 60065        | MACHADO, ANTHONY, ET UX              | MATRIX ENERGY, LLC | 08/29/11   | TOWNSHIP 5 NORTH, RANGE 65 WEST OF THE 6TH P.M. SECTION 16, A TRACT OF LAND LOCATED IN THE NORTHWEST CORNER OF THE E2NENE, BEGINNING AT THE NORTHEAST CORNER OF SAID SECTION 16, THENCE WEST ALONG THE NORTH SECTION LINE OF SAID SECTION 16 A DISTANCE OF 533.4 FEET TO THE TRUE POINT OF BEGINNING, THENCE CONTINUING WEST ALONG SAID NORTH SECTION LINE A DISTANCE OF 132 FEET, THENCE SOUTH ALONG THE WEST LINE OF THE E2NENE A DISTANCE OF 132 FEET, THENCE EAST ON A LINE PARALLEL WITH NORTH LINE OF SAID SECTION 16 A DISTANCE OF 132 FEET, THENCE NORTH ON A LINE PARALLEL TO THE WEST LINE OF SAID E2NENE OF SAID SECTION 16 A DISTANCE OF 330 FEET TO THE TRUE POINT OF BEGINNING. | 3800810             |
| 60066        | KELLY, MARY J.                       | MATRIX ENERGY, LLC | 08/29/11   | TOWNSHIP 5 NORTH, RANGE 65 WEST OF THE 6TH P.M. SECTION 16, LOT 1, REPLAT OF LOT 2, ETHERTON'S SUBDIVISION, ACCORDING TO THE MAP RECORDED DECEMBER 16, 1987 IN BOOK 1180 AT RECEPTION NO. 2125085   | 3800808             |
| 60067        | WATSON, DALE E. & WATSON, REBECCA K. | MATRIX ENERGY, LLC | 08/29/11   | TOWNSHIP 5 NORTH, RANGE 65 WEST OF THE 6TH P.M. SECTION 16, LOT 2, REPLAT OF LOT 2, ETHERTON'S SUBDIVISION, ACCORDING TO THE MAP RECORDED DECEMBER 16, 1987 IN BOOK 1180 RECEPTION NO. 2125085  | 3800809             |

EXHIBIT D - 11

| BW Lease No. | Lessor/Grantor                          | Lessee/Grantee     | Lease date | Lease description  | Recording Reference |
|--------------|---|--------------------|------------|--|---------------------|
| 60068        | BULLOCK, MARK & CLINE-BULLOCK, JENNIFER | MATRIX ENERGY, LLC | 08/29/11   | TOWNSHIP 5 NORTH, RANGE 65 WEST OF THE 6TH P. M. SECTION 16, LOT 3, ETHERTON'S SUBDIVISION, A SUBDIVISION OF THE W/2 OF THE NENE EXCEPT COMMENCING AT THE SOUTHEAST CORNER OF SAID LOT 3, THENCE WEST ALONG THE SOUTH LINE OF SAID LOT 3 A DISTANCE OF 302 FEET TO THE SOUTHWEST CORNER OF SAID LOT 3, THENCE NORTH 00°02' WEST ALONG THE WEST LINE OF SAID LOT 3 A DISTANCE OF 555.8 FEET, THENCE NORTH 88°59'30" EAST 302.3 FEET TO A POINT ON THE EAST LINE OF SAID LOT 3 THENCE SOUTH ALONG THE EAST LINE OF SAID LOT 3 A DISTANCE OF 561.12 FEET TO THE POINT OF BEGINNING.   | 3800807             |
| 60069        | GERKIN, VERMEDA L.                      | MATRIX ENERGY, LLC | 10/19/12   | TOWNSHIP 5 NORTH, RANGE 65 WEST OF THE 6TH P. M. SECTION 16: ALL THAT PART OF LOT 3, ETHERTON'S SUBDIVISION, DESCRIBED AS FOLLOWS, COMMENCING AT THE NORTHEAST CORNER OF SECTION 16, AND CONSIDERING THE NORTH LINE OF SAID SECTION TO BEAR DUE WEST WITH ALL BEARINGS CONTAINED HEREIN RELATIVE THERETO, THENCE WEST ALONG THE NORTH LINE OF SAID SECTION 16, 996.95 FEET TO AN IRON PIN MONUMENTING THE SOUTH LINE OF SAID ETHERTON'S SUBDIVISION, THENCE WEST ALONG SAID SOUTH LINE 30 FEET TO THE SOUTHEAST CORNER OF SAID LOT 3, THENCE NORTH ALONG THE EAST LINE OF SAID LOT 3, 448.12 FEET TO THE TRUE POINT OF BEGINNING, THENCE WEST OF 302.26 FEET TO THE WEST LINE OF SAID LOT 3, THENCE NORTH 00°02' WEST ALONG THE WEST LINE OF SAID LOT 3 A DISTANCE OF 555.8 FEET, THENCE NORTH 88°59'30" EAST 302.3 FEET TO A POINT ON THE EAST LINE OF SAID LOT 3 THENCE SOUTH ALONG THE EAST LINE OF SAID LOT 3 A DISTANCE OF 561.12 FEET TO THE POINT OF BEGINNING.   | 3891172             |
| 60070        | SEATON, ROBERT E. & SEATON TEVA M.      | MATRIX ENERGY, LLC | 08/29/11   | TOWNSHIP 5 NORTH, RANGE 65 WEST OF THE 6TH P. M. SECTION 16: ALL THAT PART OF LOT 3, ETHERTON'S SUBDIVISION, DESCRIBED AS FOLLOWS, COMMENCING AT THE NORTHEAST CORNER OF SECTION 16 AND CONSIDERING THE NORTH LINE OF SAID SECTION TO BEAR DUE WEST WITH ALL BEARINGS CONTAINED HEREIN RELATIVE THERETO, THENCE WEST ALONG THE NORTH LINE OF SAID SECTION 16, 996.95 FEET TO ITS INTERSECTION WITH THE CENTERLINE OF A DEDICATED NORTH-SOUTH ROAD AS PLATTED AND RECORDED IN SAID ETHERTON'S SUBDIVISION, THENCE SOUTH ALONG SAID CENTERLINE 1,322.72 FEET TO AN IRON PIN MONUMENTING THE SOUTH LINE OF SAID ETHERTON'S SUBDIVISION, THENCE WEST ALONG SAID SOUTH LINE 30 FEET TO THE SOUTHEAST CORNER OF SAID LOT 3, THENCE NORTH ALONG THE EAST LINE OF SAID LOT 3, 303.99 FEET TO THE TRUE POINT OF BEGINNING, THENCE WEST 302.18 FEET TO THE WEST LINE OF SAID LOT 3, THENCE NORTH 00°02' WEST ALONG SAID WEST LINE OF LOT 3, 144.13 FEET, THENCE EAST 302.26 FEET TO THE EAST LINE OF SAID LOT 3, THENCE SOUTH 144.13 FEET ALONG SAID EAST LINE TO THE TRUE POINT OF BEGINNING. | 3800811             |

EXHIBIT D - 12

| BW Lease No. | Lessor/Grantor                            | Lessee/Grantee     | Lease date | Lease description   | Recording Reference |
|--------------|---|--------------------|------------|---|---------------------|
| 60071        | BOLES, JARED & BOLES, HEATHER             | MATRIX ENERGY, LLC | 08/29/11   | TOWNSHIP 5 NORTH, RANGE 65 WEST OF THE 6TH P.M. SECTION 16; LOT 1, AMRS-612 AMENDED RESUBDIVISION OF ETHERTON SUBDIVISION   | 3818754             |
| 60072        | BROWN, DONALD G. & BROWN, JO ANN L.       | MATRIX ENERGY, LLC | 08/29/11   | TOWNSHIP 5 NORTH, RANGE 65 WEST OF THE 6TH P.M. SECTION 16; LOT 2, AMRS-612 AMENDED RESUBDIVISION OF ETHERTON'S SUBDIVISION   | 3800905             |
| 60073        | HOWLAND, STEVEN W. & HOWLAND, MARGARET A. | MATRIX ENERGY, LLC | 08/29/11   | TOWNSHIP 5 NORTH, RANGE 65 WEST OF THE 6TH P.M. SECTION 16: A TRACT OF LAND LOCATED IN THE NORTHWEST CORNER OF THE E2ENE BEGINNING AT THE NORTHEAST CORNER OF SAID SECTION 16; THENCE WEST ALONG THE NORTH SECTION LINE OF SAID SECTION 16 A DISTANCE OF 533.4 FEET TO THE TRUE POINT OF BEGINNING; THENCE CONTINUING WEST ALONG SAID NORTH SECTION LINE A DISTANCE OF 132 FEET; THENCE SOUTH ALONG THE WEST LINE OF THE E2ENE A DISTANCE OF 132 FEET; THENCE EAST ON A LINE PARALLEL WITH NORTH LINE OF SAID SECTION 16 A DISTANCE OF 132 FEET; THENCE NORTH ON A LINE PARALLEL TO THE WEST LINE OF SAID E2ENE OF SAID SECTION 16 A DISTANCE OF 330 FEET TO THE TRUE POINT OF BEGINNING. | 3800804             |
| 60074        | HANSON, SUSAN R.                          | MATRIX ENERGY, LLC | 08/29/11   | TOWNSHIP 5 NORTH, RANGE 65 WEST OF THE 6TH P.M. SECTION 16; THE SOUTH 132 FEET OF THE NORTH 264 FEET OF LOT 4, ETHERTON'S SUBDIVISION   | 3800802             |
| 60075        | BREITHAUPT, JARROD & BREITHAUPT, TARA     | MATRIX ENERGY, LLC | 10/19/12   | TOWNSHIP 5 NORTH, RANGE 65 WEST OF THE 6TH P.M. SECTION 16; THE NORTH 132' OF LOT 4 ETHERTON'S SUBDIVISION  | 3886427             |
| 60076        | UYEMURA, DOUGLAS C. ET UX                 | MATRIX ENERGY, LLC | 08/29/11   | TOWNSHIP 5 NORTH, RANGE 65 WEST OF THE 6TH P.M. SECTION 16; LOT B OF RECORDED EXEMPTION NO. 0961-16-1-RE-311, RECORDED AT BOOK 829, RECEPTION NO. 1750526 OF THE E2NE, LOT 1 OF ETHERTON SUBDIVISION  | 3800812             |

EXHIBIT D - 13



| BM Lease No. | Lessor/Grantor                                  | Lessee/Grantee     | Lease date | Lease description   | Recording Reference |
|--------------|---|--------------------|------------|---|---------------------|
| 60077        | SCHOPNER, JOHN CHARLES ET UX                    | MATRIX ENERGY, LLC | 08/29/11   | TOWNSHIP 5 NORTH, RANGE 65 WEST OF THE 6TH P.M. SECTION 16, A PART OF THE S2SENE, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHEAST CORNER OF SECTION 16, AND CONSIDERING THE EAST LINE OF SAID SECTION 16 AS BEARING SOUTH 00°17'56 WEST AND WITH ALL OTHER BEARINGS CONTAINED HEREIN RELATIVE THERETO; THENCE SOUTH 00°17'56 WEST ALONG THE EAST LINE OF SAID SECTION 16, A DISTANCE 1327.07 FEET; THENCE NORTH 89°41'21 WEST 30 FEET TO THE TRUE POINT OF BEGINNING; THENCE 89°41'41 WEST 634.36 FEET; THENCE NORTH 00°15'17 EAST 313.86 FEET; THENCE SOUTH 89°40'50 EAST 634.56 FEET; THENCE SOUTH 00°17'49 WEST 313.77 FEET TO THE TRUE POINT OF BEGINNING. | 3800806             |
| 60090        | CITY OF GREELEY                                 | MATRIX ENERGY LLC  | 06/26/98   | T 5 N, R 65 W, 6TH PM<br>SEC 9, LOTS 1 AND 4 OF THE NESE<br>SEC 10: NWSW, W2W2NESW  | 2644073             |
| 60091        | GUERRERO, ANDRES G                              | MATRIX ENERGY, LLC | 07/28/10   | T 5 N, R 65 W, 6TH PM<br>SEC 9, BEGINNING AT THE NE CORNER OF THE E2 OF LOT 2 IN THE NESE,<br>THENCE SOUTH 75 FEET, THENCE 100 FEET, THENCE NORTH 75 FEET, THENCE<br>EAST 100 FEET TO THE TRUE POINT OF BEGINNING   | 3712712             |
| 60092        | TODD, MILDRED                                   | MATRIX ENERGY, LLC | 05/01/98   | T 5 N, R 65 W, 6TH PM<br>SEC 9, PART OF THE E2 OF LOT IN THE NESE, BEGINNING NORTH 0°49' WEST<br>620.53 AND SOUTH 89°44' WEST 209' FROM THE SOUTHEAST CORNER OF LOT 2,<br>SOUTH 0°49' EAST 199.07', SOUTH 89°17' WEST 117.72', NORTH 0°25' WEST 200',<br>NORTH 89°44' EAST 116.29' TO POINT OF BEGINNING  | 2644099             |
| 60093        | MELVIN, STEVE K. AND RUTH J.                    | MATRIX ENERGY, LLC | 07/19/02   | T 5 N, R 65 W, 6TH PM<br>SEC 9, LOTS 1 & 2 OF BLOCK 1 AND THE EAST 3.71' OF LOTS 3 & 4 OF THE<br>MCDONALD SUBDIVISION SITUATED IN THE NWSE  | 3008046             |
| 60094        | LEROY J NELSON AND MARILYN J<br>STULL, TRUSTEES | MATRIX ENERGY, LLC | 05/01/98   | T 5 N, R 65 W, 6TH PM<br>SEC 9, TRACT OF LAND IN THE SE DESCRIBED AS: WEST 97.88 FEET OF LOT 3,<br>AND 4 OF BLOCK 1 OF THE MCDONALD SUBDIVISION, SITUATED IN THE NWSE   | 2644109             |
| 60095        | SCHILL, BRIAN LEE                               | MATRIX ENERGY, LLC | 05/01/98   | T 5 N, R 65 W, 6TH PM<br>SEC 9, A TRACT OF LAND IN THE SE DESCRIBED AS: WEST 125' OF THE W2 OF<br>LOT 2 OF THE NESE   | 2644075             |

EXHIBIT D - 14

| BW Lease No. | Lessor/Grantor                         | Lessee/Grantee     | Lease date | Lease description   | Recording Reference |
|--------------|--|--------------------|------------|---|---------------------|
| 60096        | MILLER, JIMMIE L AND MARY ANN          | MATRIX ENERGY, LLC | 05/01/98   | T 5 N, R 65 W, 6TH PM SEC 9. PART OF THE E2 OF THE NESE, BEGINNING NORTH 0°49' WEST 372.53 FEET FROM THE SE CORNER OF LOT 2, SOUTH 89°44' WEST 327.07 FEET, NORTH 0°25' WEST 48 FEET, NORTH 89°17' EAST 117.72 FEET, NORTH 0°49' WEST 95 FEET, EAST 111.01 FEET, NORTH 0°49' WEST 37 FEET, EAST 98.01 FEET TO POINT ON EAST LINE OF LOT 2, SOUTH 0°49' EAST 180 FEET TO POINT OF BEGINNING.   | 2644100             |
| 60097        | COBB, WARREN W AND CLAUDETTE S         | MATRIX ENERGY, LLC | 05/01/98   | T 5 N, R 65 W, 6TH PM SEC 9. EAST HALF OF LOT 2 OF THE NESE, BEGINNING IN THE SE CORNER OF LOT 2, WEST 239.74 FEET, NORTH 0°25' WEST 368.03 FEET, NORTH 89°44' EAST 327.09 FEET TO POINT ON EAST LINE OF SAID LOT 2, SOUTH 0°49' EAST 369.53 FEET TO POINT OF BEGINNING, EXCEPT BEGINNING AT THE SE CORNER OF LOT 2, THENCE NORTH 0°49' WEST 144.83 FEET TO TRUE POINT OF BEGINNING, CONTINUING NORTH 0°49' WEST 124.7 FEET, SOUTH 89°44' WEST 327.81 FEET, SOUTH 0°25' EAST 124.7 FEET, NORTH 89°44' EAST 328.7 FEET TO TRUE POINT OF BEGINNING. | 2644106             |
| 60098        | COBB, RONALD S AND JOAN C              | MATRIX ENERGY, LLC | 10/01/10   | T 5 N, R 65 W, 6TH PM SEC 9. BEGINNING AT THE SE CORNER OF LOT 2 AND CONSIDERING THE EST LINE OF SAID LOT 2 AS BEARING NORTH 00°49'35" WEST, THENCE NORTH 00°49'53" WEST ALONG SAID EAST LINE, 144.83 FEET TO THE TRUE POINT OF BEGINNING, THENCE CONTINUING NORTH 00°49'53" WEST, 124.7 FEET, THENCE SOUTH 89°44'32" WEST 327.81 FEET, THENCE SOUTH 00°25'18" EAST 124.7 FEET, THENCE NORTH 89°44'28" EST, 328.7 FEET TO THE TRUE POINT OF BEGINNING.  | 3746375             |
| 60099        | WESTERN HILLS FIRE PROTECTION DISTRICT | MATRIX ENERGY, LLC | 08/20/98   | T 5 N, R 65 W, 6TH PM SEC 9. PART OF LOT 3 OF THE NESE, BEGINNING 382.77 FEET EAST OF THE NW CORNER OF LOT 3, SOUTH 0°19' EAST 319.43 FEET, NORTH 89°31' EAST 278.44 FEET, NORTH 0°51' WEST 317.16 FEET, WEST 275.53 FEET, TO POINT OF BEGINNING.   | 2644105             |

EXHIBIT D - 15

| BW Lease No. | Lessor/Grantor                  | Lesseee/Grantee    | Lease date | Lease description   | Recording Reference |
|--------------|---------------------------------|--------------------|------------|---|---------------------|
| 60100        | KERKSIEK, CARL J AND KATHLEEN D | MATRIX ENERGY, LLC | 05/01/98   | T 5 N, R 65 W, 6TH PM<br>SEC. 9, TRACT A, PART OF LOT 3 OF THE NESE, BEGINNING POINT BEING 302 FEET EAST OF THE SW CORNER OF LOT 3, NORTH 175 FEET, EAST 80 FEET, SOUTH 175 FEET, WEST 80 FEET TO POINT OF BEGINNING.<br>TRACT B, PART OF LOT 3 OF THE NESE, BEGINNING 132 FEET EAST FROM THE NW CORNER OF LOT 3, THENCE EAST 250.77 FEET SOUTH 0°19' EAST 319 FEET, SOUTH 89°31' WEST 250.27 FEET, NORTH 0°24' WEST 321.51 FEET TO POINT OF BEGINNING.<br>TRACT 3, PART OF LOT 3 OF THE NESE BEGINNING EAST 132 FEET AND SOUTH 0°24' EAST 321.51 FEET FROM THE NW CORNER OF LOT 3, THENCE NORTH 89°31' EAST 528.71 FEET, SOUTH 0°51' EAST 16 FEET, SOUTH 89°31' WEST 278.59 FEET, SOUTH 0°19' EAST 127.69 FEET, SOUTH 89°29' WEST 250.05 FEET, NORTH 0°24' WEST 143.84 FEET TO POINT OF BEGINNING. | 2650228             |
| 60101        | ANDREWS, JOHN AND VERONICA      | MATRIX ENERGY, LLC | 07/28/10   | T 5 N, R 65 W, 6TH PM<br>SEC. 9, BEGINNING AT THE SW CORNER OF THE E2 OF LOT 7, THENCE EAST 90 FEET PARALLEL TO THE SOUTH SIDE OF SAID LOT 7, THENCE NORTH 180 FEET PARALLEL WITH THE EAST SIDE OF SAID LOT 7, THENCE WEST 90 FEET TO THE WEST SIDE LINE OF SAID E2 OF SAID LOT 7, THENCE SOUTH ALONG WEST SIDE LINE OF SAID E2 OF SAID LOT 7 TO PLACE OF BEGINNING.  | 3712724             |
| 60102        | COSNER, DEE ANN                 | MATRIX ENERGY, LLC | 07/28/10   | T 5 N, R 65 W, 6TH PM<br>SEC. 9, LOT A, ACCORDING TO EXEMPTION NO 0961-9-4-RE333, RECORDED IN BOOK 843 AS RECEPTION NO. 1765091, BEING A PORTION OF THE WEST 2 ACRES OF LOT 3 OF NESE AND OF THE E2 OF LOT 7 OF NWSE.   | 3712709             |
| 60103        | FLATTUM, ODEAN B AND DARLENE A  | MATRIX ENERGY, LLC | 05/01/98   | T 5 N, R 65 W, 6TH PM SEC. 9, TRACT A, PART OF LOT 3 OF THE NESE, BEGINNING POINT BEING 132 FEET EAST OF THE SW CORNER OF LOT 3, NORTH 205 FEET, EAST 170 FEET, SOUTH 205 FEET, WEST 170 FEET TO POINT OF BEGINNING, TRACT B, PART OF THE W2 OF LOT 3 OF THE NESE, BEGINNING AT THE SE CORNER OF THE W2 OF LOT 3, WEST 40 FEET, NORTH 180°, EAST 40', THENCE SOUTH TO THE POINT OF BEGINNING.   | 2650229             |
| 60104        | MATRINEZ, JULIAN JR             | MATRIX ENERGY, LLC | 07/28/10   | T 5 N, R 65 W, 6TH PM<br>SEC. 9, PART OF LOT 3 OF THE NESE, BEGINNING POINT BEING 382' EAST OF THE SOUTHWEST CORNER OF LOT 3, NORTH 320°, EAST 103.5', SOUTH 320° WEST 103.5' TO POINT OF BEGINNING.  | 3712706             |

EXHIBIT D - 16

| BW Lease No. | Lessor/Grantor            | Lessee/Grantee     | Lease date | Lease description   | Recording Reference |
|--------------|---------------------------|--------------------|------------|---|---------------------|
| 60105        | DANN, DAVE AND SYLVIA     | MATRIX ENERGY, LLC | 07/29/10   | T 5 N, R 65 W, 6TH PM, SEC 9, LOT B, RECORDED EXEMPTION NO. 0961-9-4RE132, AT RECEP TOIN NO. 1635095, NO KNOWN AS LOTS A AND B, RECORDED EXEMPTION NO. 0961-9-4RE725 AT RECEPTION NO. 1993740 AND BEING LOCATED WITHIN A PART OF LOT 3 OF THE NESE. | 3712705             |
| 60106        | BRICKER, JASON            | MATRIX ENERGY, LLC | 05/01/98   | T 5 N, R 65 W, 6TH PM, SEC 9, A TRACT OF LAND IN THE SE DESCRIBED AS: EAST 100' OF THE SOUTH 150' OF LOT 3 OF THE NESE  | 2644083             |
| 60107        | ECKHARDT, BONNIE J        | MATRIX ENERGY, LLC | 05/01/98   | T 5 N, R 65 W, 6TH PM, SEC 9, A PART OF LOT 3 OF THE NWSE DESCRIBED AS THE EAST 74 FEET OF THE EAST 148 FEET OF THE NORTH 435.6 FEET  | 2644076             |
| 60108        | LEY, ROBERT AND BETTY     | MATRIX ENERGY, LLC | 05/01/98   | T 5 N, R 65 W, 6TH PM, SEC 9, A PART OF LOT 1 OF THE NWSE DESCRIBED AS THE WEST 74 FEET OF THE EAST 148 FEET OF THE NORTH 435.6 FEET  | 2644077             |
| 60109        | WOODS, PATRICIA L, ET AL  | MATRIX ENERGY, LLC | 05/19/98   | T 5 N, R 65 W, 6TH PM, SEC 9, A PART OF LOT 1 OF THE NWSE, BEGINNING 82 FEET EAST OF THE NW CORNER OF LOT 1, EAST 100 FEET, SOUTH 435.6 FEET, WEST 100 FEET, NORTH 435.6 FEET TO POINT OF BEGINNING   | 2644078             |
| 60110        | MATA, JOE AND EDNA L      | MATRIX ENERGY, LLC | 05/01/98   | T 5 N, R 65 W, 6TH PM, SEC 9, A PART OF LOT 1 AND 2 OF THE NWSE DESCRIBED AS THE NORTH 435.6 FEET OF THE WEST 82 FEET OF LOT 1 AND THE NORTH 435.6 FEET OF THE EAST 18 FEET OF LOT 2  | 2644079             |
| 60111        | DERR, REUBEN              | MATRIX ENERGY, LLC | 05/01/98   | T 5 N, R 65 W, 6TH PM, SEC 9, A PART OF LOT 2 OF THE NWSE DESCRIBED AS THE NORTH 435.6 FEET OF THE WEST 140 FEET OF THE EAST 158 FEET OF LOT 2  | 2644080             |
| 60112        | DRIETH, LOUDEL K          | MATRIX ENERGY, LLC | 07/29/10   | T 5 N, R 65 W, 6TH PM, SEC 9, ALL THAT PART OF THE NORTH 435.6 FEET OF THE EAST 232 FEET OF LOT 2 OF THE NWSE OF SEC. 9, ACCORDING TO THE SUBDIVISION OF LANDS BY THE UNION COLONY OF COLORADO, LYING W OF THE EAST 158 FEET THEREOF.               | 3712717             |
| 60113        | REED, DAVID L AND DONNA J | MATRIX ENERGY, LLC | 07/29/10   | T 5 N, R 65 W, 6TH PM, SEC 9, THE NORTH 255.6' OF THE WEST 80' OF THE NORTH 435.6' OF LOT 2 OF THE NWSE.  | 3877625             |

EXHIBIT D - 17

| BW Lease No. | Lessor/Grantor                 | Lessee/Grantee     | Lease date | Lease description   | Recording Reference |
|--------------|--------------------------------|--------------------|------------|---|---------------------|
| 60114        | JOHNSON, MATTHEW D AND STACY L | MATRIX ENERGY, LLC | 11/01/98   | T 5 N, R 65 W, 6TH PM SEC 9. PART OF THE NWSE AS DESCRIBED ON EXHIBIT A   | 2664123             |
| 60115        | PAGEL, CARMEN D                | MATRIX ENERGY, LLC | 05/01/98   | T 5 N, R 65 W, 6TH PM SEC. 9. 2 TRACTS OF LAND IN THE SE. TRACT A. PART OF LOT 3 AND 4 OF THE NWSE. BEGINNING 30 FEET SOUTH AND 175 FEET WEST OF THE NE CORNER OF LOT 3. SOUTH 170 FEET, WEST 217 FEET, NORTH 170 FEET, EAST 217 FEET TO POINT OF BEGINNING. TRACT B. PART OF LOT 3 AND 4 OF THE NWSE. BEGINNING 30 FEET SOUTH AND 100 FEET WEST AND 190 FEET SOUTH FROM NE CORNER OF LOT 3. THENCE WEST 400 FEET, NORTH 20 FEET, EAST 400 FEET, SOUTH 20 FEET TO POINT OF BEGINNING. | 2644101             |
| 60116        | GARCIA, ALEJO AND OFELIA       | MATRIX ENERGY, LLC | 05/01/98   | T 5 N, R 65 W, 6TH PM SEC 9. THE WEST 108 FEET OF A PARCEL DESCRIBED AS PART OF LOTS 3 AND 4 OF THE NWSE. BEGINNING 175 FEET WEST OF THE NE CORNER OF LOT 3. SOUTH 200 FEET, WEST 325 FEET, NORTH 200 FEET, EAST 325 FEET TO POINT OF BEGINNING.  | 2644082             |
| 60117        | TRIMBLE, ROBERT W              | MATRIX ENERGY, LLC | 04/15/98   | T 5 N, R 65 W, 6TH PM SEC. 9. LOTS 3 AND 4 OF THE NWSE. EXCEPT BEGINNING AT THE NE CORNER OF LOT 2. WEST 100 FEET, SOUTH 30 FEET, WEST 400 FEET, SOUTH 170 FEET, EAST 400 FEET, NORTH 10 FEET, EAST 100 FEET, NORTH 190 FEET TO POINT OF BEGINNING. ALSO EXCEPTING BEGINNING 30 FEET SOUTH AND 100 FEET WEST AND 190 FEET SOUTH FROM THE NORTHEAST CORNER OF LOT 3. THENCE WEST 400 FEET, NORTH 20 FEET, EAST 400 FEET, SOUTH 20 FEET TO POINT OF BEGINNING.                          | 2644104             |
| 60118        | DAVSEL VENTURES INC            | MATRIX ENERGY, LLC | 07/28/10   | T 5 N, R 65 W, 6TH PM SEC. 9. BEGINNING AT THE NW CORNER OF LOT 5. THENCE SOUTH ALONG THE WEST LINE OF SAID LOT 5 A DISTANCE OF 445 FEET, THENCE EAST PARALLEL WITH THE NORTH LINE OF SAID LOT 5 A DISTANCE OF 225 FEET, THENCE NORTH PARALLEL WITH THE WEST LINE OF SAID LOT 5 A DISTANCE OF 445 FEET, THENCE WEST ON THE NORTH OF SAID LOT 5 A DISTANCE OF 225 FEET TO THE POINT OF BEGINNING.  | 3712722             |
| 60119        | HENKLE, RALPH H                | MATRIX ENERGY, LLC | 05/01/98   | T 5 N, R 65 W, 6TH PM SEC. 9. PART OF LOT 5 OF THE NWSE. BEGINNING AT THE SW CORNER OF LOT 5, EAST 151 FEET, NORTH 215 FEET, WEST 151 FEET, SOUTH 215 FEET TO POINT OF BEGINNING.   | 2662114             |

EXHIBIT D - 18

| BW Lease No. | Lessor/Grantor                      | Lessee/Grantee     | Lease date | Lease description   | Recording Reference |
|--------------|-------------------------------------|--------------------|------------|---|---------------------|
| 60120        | JOHNSON, PAUL J AND MARY JANE       | MATRIX ENERGY, LLC | 05/21/98   | T 5 N, R 65 W, 6TH PM SEC 9 PART OF LOT 5 OF THE NWSE BEGINNING 151 FEET EAST OF THE SW CORNER OF LOT 5, EAST 100 FEET, NORTH 225 FEET, WEST 100 FEET, SOUTH 225 FEET TO THE POINT OF BEGINNING.  | 2644086             |
| 60121        | SATUR, HAROLD F AND DORIS I         | MATRIX ENERGY, LLC | 04/09/98   | T 5 N, R 65 W, 6TH PM SEC 9 LOT 6 AND PART OF LOT 5 OF THE NWSE, DESCRIBED AS BEGINNING 225 FEET EAST OF THE NW CORNER OF LOT 5, SOUTH 435 FEET, EAST 23 FEET, SOUTH 225 FEET, EAST ALONG THE SOUTH LINE TO THE SE CORNER OF LOT 6, NORTH ALONG THE EAST LINE TO THE NE CORNER OF LOT 6, THENCE WEST TO THE POINT OF BEGINNING. | 2644098             |
| 60122        | SCULLY, MICHAEL D AND GERALDINE     | MATRIX ENERGY, LLC | 07/28/10   | T 5 N, R 65 W, 6TH PM SEC 9 THE SOUTH 150 FEET OF THE WEST 150 FEET OF THE W2 OF LOT 7  | 3718976             |
| 60123        | TODD, CHARLES C. AND BONNIE L       | MATRIX ENERGY, LLC | 04/11/01   | T 5 N, R 65 W, 6TH PM SEC 9 WEST HALF OF LOT 7 OF THE NWSE, EXCEPT THE SOUTH 150 FEET OF THE WEST 150 FEET.   | 3554094             |
| 60124        | BAKER, EDWARD J AND JEANNETTE E     | MATRIX ENERGY, LLC | 05/01/98   | T 5 N, R 65 W, 6TH PM SEC 9 PART OF THE E2 OF LOT 7 OF THE NWSE, BEGINNING AT THE SOUTHWEST CORNER OF THE E2 OF LOT 7, EAST 90 FEET, NORTH 180 FEET, WEST 90 FEET, SOUTH 180 FEET TO POINT OF BEGINNING.  | 2644085             |
| 60125        | SAALWAECHLER, EDWIN W AND KATHERINE | MATRIX ENERGY, LLC | 06/04/98   | T 5 N, R 65 W, 6TH PM SEC 9 TRACT A, THE EAST 390 FEET OF LOT 1 OF THE SWSE TRACT B, LOT 1 OF THE SWSE, EXCEPT THE EAST 390 FEET AND ALL THE WEST 100 FEET OF THE NORTH 300 FEET OF LOT 1   | 2644089             |
| 60126        | CONNELL, EDWIN AND RUTH             | MATRIX ENERGY, LLC | 09/21/12   | T 5 N, R 65 W, 6TH PM SEC 9 THE WEST 100' OF THE NORTH 200' OF LOT 1 OF THE SWSE  | 3884061             |
| 60127        | SEIER, CHARLES J AND PATTY A        | MATRIX ENERGY, LLC | 08/12/98   | T 5 N, R 65 W, 6TH PM SEC 9 A PART OF THE E2 OF LOT OF THE SWSE, BEGINNING AT THE NE CORNER OF LOT 2, SOUTH 332 FEET WEST ALONG THE CENTER LINE OF IRRIGATION DITCH LATERAL, 144 FEET MORE OR LESS, NORTH 332 FEET MORE OR LESS TO NORTH LINE OF LOT 2, EAST 144 FEET TO POINT OF BEGINNING.                                    | 2664722             |

EXHIBIT D - 19

| BW Lease No. | Lessor/Grantor                  | Lessee/Grantee     | Lease date | Lease description   | Recording Reference |
|--------------|---------------------------------|--------------------|------------|---|---------------------|
| 60128        | TARDES, FRED A AND GERALDINE A  | MATRIX ENERGY, LLC | 08/18/98   | T 5 N, R 65 W, 6TH PM SEC 9, E2 OF LOT 2 OF THE SWSE, EXCEPT BEGINNING AT THE NE CORNER OF LOT 2, SOUTH 332 FEET WEST ALONG THE CENTER LINE OF IRRIGATION DITCH LATERAL 144 FEET MORE OR LESS, NORTH 332 FEET MORE OR LESS TO NORTH LINE OF LOT 2, EAST 144 FEET TO POINT OF BEGINNING. | 2644108             |
| 60129        | RAYBURN, JOHN T AND RITA L      | MATRIX ENERGY, LLC | 06/04/98   | T 5 N, R 65 W, 6TH PM SEC 9, W2 OF LOT 2 OF THE SWSE, EXCEPT SOUTH OF THE ORANGE STREET DITCH COMPANY LATERAL   | 2644087             |
| 60130        | DEMUETH, JANIS C.               | MATRIX ENERGY, LLC | 08/18/98   | T 5 N, R 65 W, 6TH PM SEC 9, W2 PF, PT 2 PF THE SWSE, WHICH LIES SOUTH OF THE ORANGE STREET DITCH COMPANY LATERAL   | 2644088             |
| 60131        | MILLER, PERRY O AND PATRICIA L  | MATRIX ENERGY, LLC | 04/14/08   | T 5 N, R 65 W, 6TH PM SEC 9, PART OF THE N2 OF LOT 3 OF THE SWSE, BEGINNING AT THE NW CORNER OF LOT 3, EAST ON THE NORTH LINE OF LOT 3 353.5 FEET, SOUTH 117.5 FEET, WEST 353.5 FEET, NORTH 117.5 FEET TO POINT OF BEGINNING.   | 3550615             |
| 60132        | PETTIT, HARLAN B                | MATRIX ENERGY, LLC | 07/28/10   | T 5 N, R 65 W, 6TH PM SEC 9, LOT 5 OF THE 2ND ADDITION OF THE BRECKLE SUBDIVISION   | 3712708             |
| 60133        | YARMAR, JACK J AND MARJORIE KAY | MATRIX ENERGY, LLC | 07/28/10   | T 5 N, R 65 W, 6TH PM SEC 9, LOT 6 OF THE 2ND ADDITION OF THE BRECKLE SUBDIVISION   | 3718973             |
| 60134        | LOCKE, JOHN A AND GEORGIA E     | MATRIX ENERGY, LLC | 07/28/10   | T 5 N, R 65 W, 6TH PM SEC 9, LOTS 7 AND 8 OF THE 2ND ADDITION OF THE BRECKLE SUBDIVISION  | 3712711             |
| 60135        | KEPPEL, PATRICIA E              | MATRIX ENERGY, LLC | 08/07/98   | T 5 N, R 65 W, 6TH PM SEC 9, LOT 9 OF THE 2ND ADDITION OF THE BRECKLE SUBDIVISION   | 2644115             |
| 60136        | NAGEL, STEVEN P AND LAURAL      | MATRIX ENERGY, LLC | 07/28/10   | T 5 N, R 65 W, 6TH PM SEC 9, LOT 10 OF THE 1ST ADDITION OF THE BRECKLE SUBDIVISION  | 3712707             |
| 60137        | PHAGAN, GENE H AND DOROTHY J    | MATRIX ENERGY, LLC | 06/07/98   | T 5 N, R 65 W, 6TH PM SEC 9, LOT 11 OF THE 1ST ADDITION OF THE BRECKLE SUBDIVISION  | 2644116             |
| 60138        | ROSS, ETHEL LORRAINE            | MATRIX ENERGY, LLC | 07/28/10   | T 5 N, R 65 W, 6TH PM SEC 9, LOT 12 OF THE BRECKLE SUBDIVISION  | 3712715             |

EXHIBIT D - 20

| BW Lease No. | Lessor/Grantor                                 | Lessee/Grantee     | Lease date | Lease description  | Recording Reference |
|--------------|--|--------------------|------------|--|---------------------|
| 60139        | IKENOUYE, KENNETH AND SANDRA                   | MATRIX ENERGY, LLC | 07/28/10   | T 5 N, R 65 W, 6TH PM<br>SEC 9, LOT 1 OF THE 2ND ADDITION OF THE BRENCCKLE SUBDIVISION   | 3731723             |
| 60140        | SCHENKMAN, WALTER A AND ANNE W                 | MATRIX ENERGY, LLC | 08/07/98   | T 5 N, R 65 W, 6TH PM<br>SEC 9, LOT 4 OF THE 2ND ADDITION OF THE BRENCCKLE SUBDIVISION.  | 2644112             |
| 60141        | DOLL, URBAN H AND SANDRA L                     | MATRIX ENERGY, LLC | 08/07/98   | T 5 N, R 65 W, 6TH PM<br>SEC 9, PART OF THE S2 OF LOT 3 OF THE SWSE, BEGINNING 110 FEET NORTH OF THE SOUTHWEST CORNER OF SAID SECTION, EAST 132 FEET, NORTH 220 FEET, WEST 132 FEET, SOUTH 220 FEET TO POINT OF BEGINNING.   | 2644113             |
| 60142        | JONES, CHARLES KENT AND BARBARA JEAN           | MATRIX ENERGY, LLC | 09/04/98   | T 5 N, R 65 W, 6TH PM<br>SEC 9, THE SOUTH 110 FEET OF THE WEST 132 FEET OF THE S2 OF LOT 3 OF THE SWSE   | 2644114             |
| 60143        | HIRSCH, RONALD FLOYD AND DOROTHY J             | MATRIX ENERGY, LLC | 08/07/98   | T 5 N, R 65 W, 6TH PM<br>SEC 9, LOT 3 OF THE BRENCCKLE SUBDIVISION, SITUATED IN THE SWSWSE   | 2644110             |
| 60144        | LINDER, DARRELL F AND COOLEY- LINDER, VIRGINIA | MATRIX ENERGY, LLC | 08/07/98   | T 5 N, R 65 W, 6TH PM<br>SEC 9, LOT 2 OF THE BRENCCKLE SUBDIVISION   | 2644111             |
| 60145        | BRENCCKLE, A GORDON AND DONNA MARIE            | MATRIX ENERGY, LLC | 08/01/98   | T 5 N, R 65 W, 6TH PM<br>SEC 9, ALL OF LOT 4 AND PART OF LOT 3 OF THE SWSE, BEGINNING 353.5 FEET MORE OR LESS EAST FROM THE NORTHWEST CORNER OF LOT 3, SOUTH 117.5 FEET, SOUTH 76.23' EAST 159.23 FEET, NORTH 25 FEET, EAST 160 FEET, THENCE NORTH TO THE NORTHEAST CORNER OF LOT 3, THENCE WEST TO POINT OF BEGINNING, ALSO VACANT LOT 13 OF THE BRENCCKLE SUBDIVISION, VACANT LOT 14 AND 15 OF THE 1ST AMENDMENT TO BRENCCKLE SUBDIVISION AND VACANT LOT 16 AND 17 OF THE 2ND ADDITION TO BRENCCKLE SUBDIVISION. | 2644107             |
| 60146        | COMER, ROBERT E AND LANORA                     | MATRIX ENERGY, LLC | 06/01/98   | T 5 N, R 65 W, 6TH PM<br>SEC 9, TRACT A, WEST 133 FEET OF THE NORTH 327.5 FEET OF LOT 1 OF THE SESETRACT B, W2 OF LOT 1 OF THE SESE, EXCEPT THE WEST 133 FEET OF THE NORTH 327.5 FEETTRACT C, LOT 4 OF BLOCK 1 OF THE SEEHUSEN SUBDIVISION AND THE E2 OF LOT 1 OF THE SESE EXCEPT THE SOUTH 338.4 FEET MORE OR LESS THEREOF  | 2644092             |
| 60147        | MARKLEY, LORI                                  | MATRIX ENERGY, LLC | 07/28/10   | T 5 N, R 65 W, 6TH PM<br>SEC 9, ALL THAT PART OF LOT 3, BLOCK 1 SEEHUSEN SUBDIVISION, ALSO ADDITIONAL PARCELS MORE PARTICULARLY DESCRIBED IN LEASE.  | 3712723             |

EXHIBIT D - 21



| BW Lease No. | Lessor/Grantor                  | Lessee/Grantee     | Lease date | Lease description  | Recording Reference |
|--------------|---------------------------------|--------------------|------------|--|---------------------|
| 60148        | GREEN, MARY MARGARET            | MATRIX ENERGY, LLC | 07/28/10   | T 5 N, R 65 W, 6TH PM<br>SEC 9, PARCEL #1, LOT 2, IN BLOCK 1 SEEHUSEN SUBDIVISION.<br>PARCEL #2, COMMENCING AT THE SW CORNER OF LOT 2 OF SEEHUSEN SUBDIVISION OF A PORTION OF LOT 1 OF THE SESE, CONTINUING THENCE NORTH 89°54'40" WEST, 157'32" FEET, THENCE NORTH 0°09'20" WEST 102.8 FEET; THENCE SOUTH 89°54'40" EAST, 157'32" FEET TO THE NW CORNER OF LOT 2, THENCE SOUTH 0°09'20" EAST, ALONG THE WEST BOUNDARY OF LOT 2, A DISTANCE OF 102.8 FEET TO THE POINT OF BEGINNING. | 3712718             |
| 60149        | DILL, THEODORE AND BERTHA       | MATRIX ENERGY, LLC | 06/07/98   | T 5 N, R 65 W, 6TH PM<br>SEC 9, TRACT A, PART OF THE SESE, BEGINNING AT THE SW CORNER OF LOT 1 OF BLOCK 1 OF THE SEEHUSEN SUBDIVISION THENCE NORTH 0°09' WEST 102.8 FEET, SOUTH 89°54' WEST 156.46 FEET, SOUTH 0°09' EAST 132.8 FEET, SOUTH 89°54' EAST 156.46 FEET, NORTH 0°09' WEST 30 FEET TO POINT OF BEGINNING.<br>TRACT B, LOT 1 OF BLOCK 1 OF THE SEEHUSEN SUBDIVISION.   | 2644093             |
| 60150        | JORDAN, CURTIS D                | MATRIX ENERGY, LLC | 08/18/98   | T 5 N, R 65 W, 6TH PM<br>SEC 9, PART OF LOT 2 OF THE SESE, BEGINNING AT THE NE CORNER OF LOT 2 SOUTH 249 FEET, WEST 175 FEET, NORTH 249 FEET, EAST 175 FEET TO POINT OF BEGINNING.   | 2649574             |
| 60151        | CORDOVA, FRANK C AND LEAH J     | MATRIX ENERGY, LLC | 08/12/98   | T 5 N, R 65 W, 6TH PM<br>SEC 9, PART OF LOT 2 OF THE SESE, BEGINNING 175 FEET WEST OF THE NE CORNER OF LOT 2, SOUTH 249 FEET, WEST 175 FEET, NORTH 249 FEET, EAST 175 FEET TO POINT OF BEGINNING.  | 2644091             |
| 60152        | NUSSELL, JOHN                   | MATRIX ENERGY, LLC | 08/07/98   | T 5 N, R 65 W, 6TH PM<br>SEC 9, PART OF LOT 2 IN THE SESE, BEGINNING 350 FEET WEST OF THE NE CORNER OF LOT 2, SOUTH 134.5 FEET, WEST 155 FEET, NORTH 134.5 FEET, EAST 155 FEET TO POINT OF BEGINNING.  | 2644102             |
| 60153        | NUSSELL, HERBERT J AND ARDITH J | MATRIX ENERGY, LLC | 06/07/98   | T 5 N, R 65 W, 6TH PM<br>SEC 9, PART OF LOT 2 IN THE SESE, BEGINNING AT THE NE CORNER OF LOT 2, WEST 350 FEET, SOUTH 134.5 FEET TO TRUE POINT OF BEGINNING, THENCE SOUTH 114.5 FEET, WEST 155 FEET, NORTH 114.5 FEET, EAST 155 FEET TO POINT OF BEGINNING.   | 2644103             |

EXHIBIT D - 22

| BW Lease No. | Lessor/Grantor   | Lessee/Grantee     | Lease date | Lease description   | Recording Reference |
|--------------|--|--------------------|------------|---|---------------------|
| 60154        | TURNING POINT CENTER FOR YOUTH & FAMILY DEVELOPMENT INC. | MATRIX ENERGY, LLC | 07/28/10   | T 5 N, R 65 W, 6TH PM<br>SEC 9, BEGINNING AT A POINT ON THE WEST LINE OF LOT 2 IN THE SESE OF SECTION 9, SAID POINT BEING 30 FEET SOUTH OF THE NW CORNER OF SAID LOT 2 THENCE EAST, PARALLEL WITH THE NORTH LINE OF SAID LOT 2, 125 FEET; THENCE SOUTH PARALLEL WITH THE WEST LINE OF SAID LOT 2, 280 FEET; THENCE WEST PARALLEL WITH SAID NORTH LINE, 125 FEET TO THE WEST LINE OF SAID LOT 2; THENCE NORTH ALONG SAID WEST LINE 280 FEET TO THE POINT OF BEGINNING.   | 3712725             |
| 60155        | SCHEIDING, RODNEY AND RENEE C                            | MATRIX ENERGY, LLC | 06/09/98   | T 5 N, R 65 W, 6TH PM SEC 9 LOT 2 OF THE SESE, EXCEPT BEGINNING AT THE NE CORNER LOT 2 SOUTH 249 FEET, WEST 175 FEET TO POINT OF BEGINNING, ALSO EXCEPT BEGINNING 175 FEET WEST OF THE NE CORNER OF LOT 2 SOUTH 249 FEET, WEST 175 FEET, NORTH 99 FEET, EAST 60 FEET, NORTH 150 FEET, EAST 115 FEET TO POINT OF BEGINNING, ALSO EXCEPTING WEST 155 FEET OF LOT 2, AND EXCEPTING BEGINNING 290 FEET WEST OF NORTHEAST CORNER OF LOT 2, SOUTH 150 FEET, WEST 60 FEET, NORTH 150 FEET, EAST 60 FEET TO POINT OF BEGINNING. | 2644090             |
| 60156        | BROWNLIE, KENT AND NELDA                                 | MATRIX ENERGY, LLC | 06/07/98   | T 5 N, R 65 W, 6TH PM<br>SEC 9, EAST 199.5 FEET OF LOT 3 OF THE SESE, EXCEPT THE SOUTH 380 FEET THEREOF AND A STRIP OF LAND 20 FEET WIDE IN LOT 4 OF THE SESE BEGINNING AT THE NW CORNER OF LOT 4, THENCE SOUTH 20 FEET, EAST 210 FEET, THENCE SOUTH TO SOUTH LINE OF LOT 4, EAST 20 FEET, NORTH 660 FEET TO NORTH LINE OF LOT 4, THENCE WEST 230 FEET TO POINT OF BEGINNING, FOR SO LONG AS SAME SHALL BE USED AS A DRIVEWAY   | 2644074             |
| 60157        | LANG, WAYNE L  | MATRIX ENERGY, LLC | 08/30/10   | T 5 N, R 65 W, 6TH PM<br>SEC 9, ALL OF THE WEST 75 FEET OF THE SOUTH 380 FEET OF THE EAST 199.5 FEET OF SAID LOT 3 EXCEPT THE SOUTH 190 FEET OF SAID WEST 75 FEET THEREOF.  | 3746373             |
| 60158        | ADOLF, JASON AND CARRIE                                  | MATRIX ENERGY, LLC | 06/03/98   | T 5 N, R 65 W, 6TH PM<br>SEC 9, LOT 1 OF THE RE-SUBDIVIDED PORTION OF LOT 3 OF THE SESE AND AS PLATTED BY UNION COLONY OF COLORADO  | 2644097             |
| 60159        | MADDOX, CHRISTOPHER A SR AND CYNTHIA K                   | MATRIX ENERGY, LLC | 11/12/02   | T 5 N, R 65 W, 6TH PM<br>SEC 9, THE NORTH 132' OF THE E2 OF LOT 4 AND THE W2 OF THE SOUTH 132' OF THE NORTH 264' OF THE E2 OF LOT 4 OF THE SESE   | 3008045             |

EXHIBIT D - 23

| BW Lease No. | Lessor/Grantor                       | Lessee/Grantee     | Lease date | Lease description   | Recording Reference |
|--------------|--------------------------------------|--------------------|------------|---|---------------------|
| 60160        | BAKER, JOHN P AND MARILYN R          | MATRIX ENERGY, LLC | 06/07/98   | T 5 N, R 65 W, 6TH PM<br>SEC 9, PART OF THE E2 OF LOT 3 OF THE SESE, BEGINNING AT A POINT ON THE EAST LINE OF LOT 4 AND 132 FEET SOUTH OF THE NE CORNER, THENCE SOUTH 132 FEET, WEST 166.15 FEET, NORTH 132 FEET, EAST 166.08 FEET TO POINT OF BEGINNING.   | 2644094             |
| 60161        | D&M BURNS LIVING TRUST               | MATRIX ENERGY, LLC | 07/28/10   | T 5 N, R 65 W, 6TH PM<br>SEC 9, COMMENCING AT A POINT ON THE EAST LINE OF LOT 4, 264 FEET NORTH OF THE SE CORNER OF SAID LOT 4, THENCE WEST PARALLEL WITH THE SOUTH LINE OF SAID LOT 4, 332.4 FEET, THENCE NORTH PARALLEL WITH THE EAST LINE OF SAID LOT 4, 132 FEET, THENCE EAST PARALLEL WITH THE SOUTH LINE OF SAID LOT 4, 332.26 FEET TO THE EAST LINE OF SAID LOT 4, THENCE SOUTH ALONG THE EAST LINE OF SAID LOT 4, 132 FEET TO THE POINT OF BEGINNING. | 3712721             |
| 60162        | CIELDHA, LAWRENCE G AND DOROTHY J    | MATRIX ENERGY, LLC | 06/07/98   | T 5 N, R 65 W, 6TH PM<br>SEC 9, PART OF LOT 4 OF THE SESE DESCRIBED AS THE NORTH 132 FEET OF THE SOUTH 264 FEET OF THE EAST 192 FEET.   | 2644095             |
| 60163        | HOEL, RICHARD L                      | MATRIX ENERGY, LLC | 08/17/10   | T 5 N, R 65 W, 6TH PM<br>SEC 9, THE NORTH 30 FEET OF THE SOUTH 132 FEET OF THE EAST 132 FEET IN THE E2 OF LOT 4 IN THE SESE   | 3718972             |
| 60164        | JIMENEZ, AMADO RUBEN                 | MATRIX ENERGY, LLC | 07/28/10   | T 5 N, R 65 W, 6TH PM<br>SEC 9, SOUTH 82 FEET OF THE EAST 132 FEET OF THE E2 OF LOT 4 OF THE SESE   | 3712716             |
| 60165        | COPELAND, MILFORD L AND MARGARET L   | MATRIX ENERGY, LLC | 07/28/10   | T 5 N, R 65 W, 6TH PM<br>SEC 9, PART OF LOT 4 OF THE SESE OF THE WEST 138 FEET OF THE SOUTH 264 FEET OF THE E2 OF LOT 4   | 3718970             |
| 60166        | RAY O KANE TESTAMENTARY TRUST        | MATRIX ENERGY, LLC | 08/16/10   | T 5 N, R 65 W, 6TH PM<br>SEC 9, THE EAST 100 FEET OF THE W2 OF LOT 4 OF THE SESE  | 3718969             |
| 60167        | HEINZE, JIMMY LEE AND JOANN VICTORIA | MATRIX ENERGY, LLC | 06/07/98   | T 5 N, R 65 W, 6TH PM<br>SEC 9, PART OF THE W2 OF LOT 4 OF THE SESE, BEGINNING 451.46 FEET WEST AND 30 FEET NORTH FROM THE SOUTHEAST CORNER OF SECTION 9, WEST 80 FEET, NORTH 170 FEET, EAST 80 FEET, SOUTH 170 FEET TO POINT OF BEGINNING.   | 2644096             |

EXHIBIT D - 24

| BW Lease No. | Lessor/Grantor                   | Lessee/Grantee     | Lease date | Lease description   | Recording Reference |
|--------------|----------------------------------|--------------------|------------|---|---------------------|
| 60168        | RICHTER, JACKIE RAY AND OLIVE M  | MATRIX ENERGY, LLC | 06/07/98   | T 5 N, R 65 W, 6TH PM<br>SEC 9, PART OF LOT 4 OF THE SESE, BEGINNING AT A POINT 50 FEET EAST OF THE SW CORNER OF LOT 4, EAST 80 FEET, NORTH 190 FEET, WEST 5 FEET, NORTH 190 FEET, WEST 75 FEET, SOUTH 380 FEET TO POINT OF BEGINNING.  | 2649575             |
| 60169        | FUSS, LEROY ALVIN AND RUBY JANE  | MATRIX ENERGY, LLC | 06/07/98   | T 5 N, R 65 W, 6TH PM<br>SEC 9, PART OF THE W2 OF LOT 4 OF THE SESE, BEGINNING AT THE NW CORNER OF LOT 4 THENCE SOUTH 280 FEET, EAST 130 FEET, SOUTH 190 FEET, EAST 5 FEET, THENCE NORTH 10 FEET, EAST 80 FEET, SOUTH 170 FEET TO SOUTH LINE OF LOT 4, EAST 20 FEET, NORTH 660 FEET, THENCE WEST TO POINT OF BEGINNING, EXCEPT A STIP OF LAND 20 FEET WIDE BEGINNING AT THE NW CORNER OF LOT 4, THENCE SOUTH 20 FEET, EAST 210 FEET, SOUTH TO STOUH LINE OF LOT 4, THENCE EAST 20 FEET, THENCE NORTH 660 FEET, THENCE WEST 230 FEET TO POINT OF BEGINNING.  | 2644081             |
| 60170        | GUZMANN, DANIEL AND REBECCA L    | MATRIX ENERGY, LLC | 09/02/98   | T5N, R65W, 6TH PM<br>SEC 9, LOT 1 OF THE NESW   | 26449576            |
| 60171        | GEIST, FLOYD D AND ROSEMOND K    | MATRIX ENERGY, LLC | 03/1/98    | T5N, R65W, 6TH PM<br>SEC 9, LOT 2 OF THE NESW   | 2644072             |
| 60172        | OLIN, MARK T                     | MATRIX ENERGY, LLC | 06/01/00   | T5N, R65W, 6TH PM<br>SEC 9, LOT 3 OF THE NESW   | 2803878             |
| 60173        | COLORADO COMMODITY TRADERS, INC. | MATRIX ENERGY, LLC | 03/12/98   | T5N, R65W, 6TH PM<br>SEC 9, LOT 4 OF THE NESW AND THE EAST 32 FEET OF LOT 1 OF THE NWSW, AND S2 OF LOT 3 AND 4 OF THE SMSW/SEYLER #2 ANNEX), EXCEPT BEGINNING AT THE SW CORNER OF LOT 4, THENCE NORTH 0°26' WEST 60' TO TRUE POINT OF BEGINNING, CONTINUING NORTH 0°26' WEST 135.25', NORTH 89°46' EAST 201', SOUTH 0°26' EAST 135.26', THENCE SOUTH 89°46' WEST 201' TO TRUE POINT OF BEGINNING, ALSO EXCEPT THE EAST 246' OF THE S2 OF LOT 3; ALSO EXCEPT BEGINNING NW CORNER OF LOT 4, NORTH 0°26' WEST 60', NORTH 89°46' EAST 201', NORTH 0°26' WEST 135.26', NORTH 89°46' EAST 217.91' TO WEST LINE OF PARCEL A IN THE S2 OF LOT 3, THENCE SOUTH 0°19' EAST 195.27', SOUTH 89°46' WEST 418.54' TO BEGINNING. | 2673596             |
| 60174        | GROSS, RONALD D AND SHIRLEY M    | MATRIX ENERGY, LLC | 03/06/98   | T5N, R65W, 6TH PM<br>SEC 9, W2 OF LOT 5 OF NESW   | 2644050             |
| 60175        | HODGSON, MARK S AND MARLA        | MATRIX ENERGY, LLC | 04/15/98   | T5N, R65W, 6TH PM<br>SEC 9, E2 OF LOT 5 OF THE NESW   | 2644049             |

EXHIBIT D - 25

| BW Lease No. | Lessor/Grantor                                  | Lessee/Grantee     | Lease date | Lease description  | Recording Reference |
|--------------|---|--------------------|------------|--|---------------------|
| 60176        | WGGETT, HAROLD AND VIRGINIA I                   | MATRIX ENERGY, LLC | 03/04/98   | TSN, R65W, 6TH PM<br>SEC 9, LOT 6 OF THE NESW  | 2644048             |
| 60177        | LEGHMAN, DON AND JAMIE D                        | MATRIX ENERGY, LLC | 03/04/98   | TSN, R65W, 6TH PM<br>SEC 9, LOT 7 OF THE NESW  | 2644052             |
| 60178        | HUNGENBERG, MICHAEL B AND<br>HUNGENBERG, PAUL D | MATRIX ENERGY, LLC | 03/18/98   | TSN, R65W, 6TH PM<br>SEC 9, LOT 8 OF THE NESW, EXCEPT BEGINNING AT THE INTERSECTION OF HIGHWAY 34 AND THE EAST LINE OF LOT 8, THENCE WEST 100 FEET, NORTH 170 FEET, EAST 100 FEET, SOUTH 170 FEET TO POINT OF BEGINNING.   | 2649579             |
| 60179        | HUNGENBERG, BEATRICE L AND<br>DONALD E          | MATRIX ENERGY, LLC | 03/17/98   | TSN, R65W, 6TH PM<br>SEC 9, PART OF LOT 8 OF THE NESW DESCRIBED AS BEGINNING AT THE INTERSECTION OF HIGHWAY 34 AND THE EAST LINE OF LOT 8, THENCE WEST 100 FEET, NORTH 170 FEET, EAST 100 FEET, SOUTH 170 FEET TO POINT OF BEGINNING.  | 2644047             |
| 60181        | EE KINDER CO LLC                                | MATRIX ENERGY, LLC | 03/02/98   | TSN, R65W, 6TH PM<br>SEC 9, PART OF LOT 1, ALL OF LOT 2 & 3 AND PART OF LOT 4 OF THE NWSW OF SECTION 9 BEING MORE PARTICULARLY DESCRIBED IN THE LEASE;<br>AND A TRACT OF LAND LOCATED IN THE NWSW BEING A PART OF LOTS 6 AND 7 AND ALL OF LOT 8 BEING MORE PARTICULARLY DESCRIBED IN THE LEASE | 2644068             |
| 60182        | MCKINZIE, ROBERT AND MILDRED                    | MATRIX ENERGY, LLC | 04/06/98   | TSN, R65W, 6TH PM<br>SEC 9 PART OF LOT 4 OF THE NWSW, DESCRIBED AS THE SOUTH 100' OF THE NORTH 160' OF THE SOUTH 460' OF THE WEST 195.5' (ISENMAN INDUSTRIAL PARK ANNEX - PARCEL D).   | 2644063             |
| 60183        | ROBINSON, BRUCE L AND SHIRLEY A                 | MATRIX ENERGY, LLC | 09/04/98   | TSN, R65W, 6TH PM<br>SEC 9, THE NORTH 100 FEET OF THE SOUTH 300 FEET OF LOT 4, NWSW  | 2649577             |
| 60184        | G&G REALTY, LLC                                 | MATRIX ENERGY, LLC | 07/27/10   | TSN, R65W, 6TH PM<br>SEC 9, THE NORTH 100 FEET OF THE SOUTH 200 FEET OF LOT 4 OF THE NWSW  | 3712713             |
| 60185        | RODRIGUEZ, SIMON AND MARY                       | MATRIX ENERGY, LLC | 07/26/10   | TSN, R65W, 6TH PM<br>SEC 9, THE SOUTH 100 FEET OF LOT 4 OF THE NWSW  | 3718975             |

EXHIBIT D - 26

| BW Lease No. | Lessor/Grantor                         | Lessee/Grantee     | Lease date | Lease description   | Recording Reference |
|--------------|--|--------------------|------------|---|---------------------|
| 60186        | RAFFAELI, RICHARD D AND SHARI          | MATRIX ENERGY, LLC | 09/02/98   | T5N, R65W, 6TH PM SEC 9, PART OF LOT 5 OF THE NWSW, BEGINNING AT THE NW CORNER OF LOT 5, NORTH 89°44' EAST 213.15 FEET, SOUTH 0°26' EAST 96.50 FEET, SOUTH 89°44' WEST 213.15 FEET, NORTH 0°26' WEST 96.50 FEET TO THE POINT OF BEGINNING, EXCEPT THAT PORTION FOR RIGHT OF WAY OF 1ST AVENUE   | 26449578            |
| 60187        | NORTHERN COLORADO TRAFFIC CONTROL INC. | MATRIX ENERGY, LLC | 03/25/98   | T5N, R65W, 6TH PM SEC 9, PART OF LOT 5 OF THE NWSW, BEGINNING SOUTH 0° 26' EAST 96.50' FROM NW CORNER OF LOT 5, THENCE NORTH 89°44' EAST 213.15 FEET, NORTH 0°26' WEST 96.50 FEET, NORTH 89°44' EAST 120.33 FEET THENCE SOUTH 0°23' EAST 246.50 FEET, SOUTH 89°44' WEST 333.25 FEET, THENCE NORTH 0°26' WEST 150 FEET TO BEGINNING, SECTION 9, TOWNSHIP 5 NORTH, RANGE 65 WEST  | 2644044             |
| 60188        | SCHU-3 LTD LIABILITY COMPANY           | MATRIX ENERGY, LLC | 03/26/98   | T5N, R65W, 6TH PM SEC 9, MPART OF THE NORTH 461.5' OF LOT 5, NWSW, BEGINNING SOUTH 0°26' EAST 246.5' OF NW CORNER OF LOT 5 OF THE NWSW, NORTH 89°44' EAST 333.25', SOUTH 0°23' EAST 215', SOUTH 89°44' WEST 178.05', NORTH 0°26' WEST 65', SOUTH, 89°44' WEST 155' NORTH 0°26' WEST 150' TO BEGINNING   | 2644045             |
| 60189        | LEAL, JOEL T AND JULIA                 | MATRIX ENERGY, LLC | 03/19/99   | T5N, R65W, 6TH PM SEC 9, PART OF LOT 5 OF THE NWSW, LYING SOUTH OF THE NORTH 461.5 FEET, EXCEPT BEGINNING AT THE SW CORNER OF LOT 5, THENCE EAST 290 FEET, NORTH 116.15 FEET, WEST 290 FEET, SOUTH 116.15 FEET TO POINT OF BEGINNING, CONTAINING 0.744 ACRES MORE OR LESS, AND A PART OF LOT 5 OF THE NWSW, BEGINNING 161.2 FEET EAST OF THE SW CORNER OF LOT 5, THENCE EAST 128.8 FEET, NORTH 116.15 FEET, WEST 128.8 FEET, SOUTH 116.15 FEET TO POINT OF BEGINNING, CONTAINING 0.343 ACRES MORE OR LESS | 2644067             |
| 60190        | HORST, DANIEL L AND MARTHA E           | MATRIX ENERGY, LLC | 03/25/98   | T5N, R65W, 6TH PM SEC 9, BEGINNING AT SW CORNER OF LOT 5 OF THE NWSW, EAST 161.2', NORTH 116.15', WEST 161.2', SOUTH 116.15' TO POINT OF BEGINNING  | 2644052             |
| 60191        | MAJORS, DALE L AND EVELYN E            | MATRIX ENERGY, LLC | 03/25/99   | T5N, R65W, 6TH PM SEC 9, PART OF LOT 6 OF THE NWSW, BEGINNING AT THE SW CORNER OF LOT 6, EAST 310 FEET, NORTH 282 FEET, THENCE WEST TO WEST LINE OF LOT 6, SOUTH 282 FEET TO POINT OF BEGINNING   | 2644051             |

EXHIBIT D - 27

| BW Lease No. | Lessor/Grantor                              | Lessee/Grantee     | Lease date | Lease description   | Recording Reference |
|--------------|---|--------------------|------------|---|---------------------|
| 60192        | ANDERSON, SUSAN B.                          | MATRIX ENERGY, LLC | 08/20/98   | T5N, R65W, 6TH PM SEC 9 PART OF LOTS 6 & 7 OF THE NWSW, COMMENCING AT THE NW QUARTER CORNER OF SECTION 9, THENCE SOUTH 0°26' EAST 132.1 FEET, NORTH 89°45' EAST 332.88 FEET TO SW CORNER OF LOT 6, CONTINUING NORTH 89°45' EAST 310 FEET, NORTH 30 FEET TO TRUE POINT OF BEGINNING, THENCE NORTH 0°20' WEST 252 FEET, NORTH 76°10' EAST 9.38 FEET, SOUTH 0°44' EAST 82.98 FEET, NORTH 89°53' EAST 24 FEET, SOUTH 01°44' EAST 171.21 FEET TO POINT OF BEGINNING  | 2644070             |
| 60193        | HAAS, JAKE                                  | MATRIX ENERGY, LLC | 03/24/98   | T5N, R65W, 6TH PM SEC 9 PART OF THE NWSW, BEGINNING SOUTH 89°45' WEST 463.92 FEET FROM THE SE CORNER OF LOT 8, THENCE NORTH 0°01' WEST 305.61 FEET, SOUTH 89°51' WEST 70.30, SOUT 1°01' EAST 305.61 FEET, MORE OR LESS, THENCE NORTH 89°45' EAST 70.30 FEET TO POINT OF BEGINNING, CONTAINING 0.46 ACRES MORE OR LESS, AND PART OF NWSW, BEGINNING SOUTH 89°45' WEST 534.22' FROM THE SE CORNER LOT 8, THENCE NORTH 0°01' WEST 305.61 FEET, SOUTH 89°51' WEST 83.88 FEET, SOUTH 02°24' WEST 21.29 FEET, SOUTH 89°21' WEST 62.02 FEET, SOUTH 0°44' EAST 82.98 FEET, NORTH 89°53' EAST 24 FEET, SOUTH 01°44' EAST 201.21 FEET, THENCE EAST TO POINT OF BEGINNING, CONTAINING 0.882 ACRES MORE OR LESS | 2644059             |
| 60194        | HOLMES, DOUGLAS S AND SHARON                | MATRIX ENERGY, LLC | 03/25/98   | T5N, R65W, 6TH PM SEC 9 LOTS 1 AND 2 OF THE SWSW  | 2644054             |
| 60195        | HAYES, CLIFFORD G AND STEPHANIE J           | MATRIX ENERGY, LLC | 09/02/98   | T5N, R65W, 6TH PM SEC 9 EAST 100 FEET OF THE NORTH 2 OF LOT 3 OF THE SWSW   | 2644053             |
| 60196        | COPELAND, JERRY H AND ANN                   | MATRIX ENERGY, LLC | 09/02/98   | T5N, R65W, 6TH PM SEC 9, NORTH 1/2 OF LOT 3 OF THE SWSW EXCEPT THE EAST 100 FEET  | 2644061             |
| 60197        | ROCKY MOUNTAIN FUEL INJECTION SERVICE, INC. | MATRIX ENERGY, LLC | 04/03/98   | T5N, R65W, 6TH PM SEC 9, A PART OF LOT 4 OF THE SWSW/(GREGORY ANNEX), COMMENCING AT THE NW CORNER OF THE SWSW, NORTH 89°45' EAST 332.87 FEET, SOUTH 89°45' EAST 50 FEET TO POINT OF BEGINNING, SOUTH 0°23' EAST 190', SOUTH 89°45' WEST 182.49 FEET, NORTH 0°14' WEST 190', NORTH 89°45' EAST 182 TO POINT OF BEGINNING   | 2644066             |

EXHIBIT D - 28

| BW Lease No. | Lessor/Grantor                                   | Lessee/Grantee     | Lease date | Lease description  | Recording Reference |
|--------------|--|--------------------|------------|--|---------------------|
| 60198 01     | GREGORY, ROBERT                                  | MATRIX ENERGY, LLC | 08/24/98   | T5N, R65W, 6TH PM<br>SEC 9, NORTH 240 FEET OF LOT 4 OF SWSW/(GREGORY ANNEX), EXCEPT COMMENCING AT THE NW CORNER OF THE SWSW NORTH 89°45' EAST 332.87 FEET, SOUTH 0°23' EAST 50 FEET TO TRUE POINT OF BEGINNING, SOUTH 0°23' EAST 190 FEET, SOUTH 89°45' WEST 182.49 FEET, NORTH 0°14' WEST 190 FEET, NORTH 89°45' EAST 182 FEET TO POINT OF BEGINNING, ALSO EXCEPT 1ST AVE AND EAST 18TH STREET PER PLAT DATED 3/18/83.  | 2644065             |
| 60199        | GOLDMAN, OTONIEL AND ROSA                        | MATRIX ENERGY, LLC | 08/12/10   | T5N, R65W, 6TH PM<br>SEC 9, THE SOUTH 90 FEET OF THE N2 OF LOT 4 OF THE SWSW   | 3718974             |
| 60200        | JAY, DALE G AND SHERRIE L                        | MATRIX ENERGY, LLC | 04/06/98   | T5N, R65W, 6TH PM<br>SEC 9, A PART OF THE S2 OF LOT 4 OF THE SWSW, A PART OF THE E2 OF LOT 3 OF THE SWSW (SEYLER #2 ANNEX) AND A PART OF THE S2 OF LOT 3 AND 4 OF THE SWSW (SEYLER #2 ANNEX) MORE PARTICULARLY DESCRIBED IN LEASE  | 2644064             |
| 60201        | VAUGHAN, WILLIAM H AND SANDRA K                  | MATRIX ENERGY, LLC | 03/19/98   | T5N, R65W, 6TH PM<br>SEC 9, LOT 5 AND 6 OF THE SWSW  | 2644060             |
| 60202        | BOND, JACK R AND LILA                            | MATRIX ENERGY, LLC | 03/13/98   | T5N, R65W, 6TH PM<br>SEC 9, LOT 7 AND 8 OF THE SWSW  | 2644058             |
| 60203        | MARTIN-SIMPSON, CATHERINE AND SAMPSON, STEPHEN H | MATRIX ENERGY, LLC | 03/24/98   | T5N, R65W, 6TH PM<br>SEC 9, LOT 1 OF THE SESW  | 2644058             |
| 60204        | KIME, ROBERTA A                                  | MATRIX ENERGY, LLC | 03/02/98   | T5N, R65W, 6TH PM<br>SEC 9, LOTS 2 AND 3 OF THE SESW   | 2644057             |
| 60205        | GAYLIN, DAYLE V AND BRENDA G                     | MATRIX ENERGY, LLC | 07/27/10   | T5N, R65W, 6TH PM<br>SEC 9, A PARCEL OF LAND IN LOT 4 OF THE SESW ACCORDING TO THE SUBDIVISION OF LANDS AS MADE BY THE UNION COLONY OF COLORADO, BEGINNING AT THE NE CORNER OF SAID LOT 4, THENCE SOUTH 250 FEET, THENCE WEST 175 FEET, THENCE NORTH 250 FEET, THENCE EAST 175 FEET TO PLACE OF BEGINNING, EXCEPT BEGINNING AT A POINT ON THE NORTH LINE OF SAID LOT 4, 110 FEET WEST OF THE NE CORNER OF SAID LOT 4, THENCE SOUTH 250, THENCE WEST 65 FEET, THENCE NORTH 250 FEET, THENCE EAST 65 FEET TO THE POINT OF BEGINNING. | 3712720             |

EXHIBIT D - 29



| BW Lease No. | Lessor/Grantor                  | Lessee/Grantee     | Lease date | Lease description  | Recording Reference |
|--------------|---------------------------------|--------------------|------------|--|---------------------|
| 60206        | STROH, RONALD E AND DORIS       | MATRIX ENERGY, LLC | 03/18/98   | TSN, R65W, 6TH PM SEC 9, PART OF LOT 4 OF THE SESW, BEGINNING 110' WEST OF THE NE CORNER OF LOT 4, SOUTH 250', WEST 65', NORTH 250', EAST 65' TO BEGINNING.  | 2644056             |
| 60207        | WOLF, WEARL AND TWYLA L         | MATRIX ENERGY, LLC | 03/06/98   | TSN, R65W, 6TH PM SEC 9, LOT 4 OF THE SESW, EXCEPT 1 ACRE IN THE NE CORNER OF LOT 4.   | 2644055             |
| 60208        | TWENTY STREET LLC               | MATRIX ENERGY, LLC | 03/17/98   | TSN, R65W, 6TH PM SEC 9, LOT 2 OF THE ELLIOT EAST SUBDIVISION (LACEFIELD-BONNER ANNEX) AND LOTS 5 AND 6 OF THE SESW (RIDER ATTACHED).  | 2644071             |
| 60209        | DUPPER, CLIFFORD E AND CHARLENE | MATRIX ENERGY, LLC | 07/29/10   | TSN, R65W, 6TH PM SEC 9, BEGINNING AT THE SW CORNER OF SAID SECTION 9 AND CONSIDERING THE SOUTH LINE OF SAID SECTION 9 AS BEARING SOUTH 89°46'23" EAST WITH ALL OTHER BEARINGS CONTAINED HEREIN RELATIVE THERETO, THENCE SOUTH 89°46'23" EAST, 2297.88' FEET ALONG THE SOUTH LINE OF SECTION 9, THENCE NORTH 00°00'00" EAST, 15.00 FEET TO THE TRUE POINT OF BEGINNING; THENCE NORTH 00°00'00" EAST, 145.00 FEET; THENCE SOUTH 89°46'23" EAST, 150.00 FEET; THENCE SOUTH 00°00'00" WEST, 145.00 FEET; THENCE NORTH 89°46'23" WEST, 150.00 FEET TO THE TRUE POINT OF BEGINNING. | 3712719             |
| 60210        | CHRIST CHRISTIAN CHURCH         | MATRIX ENERGY, LLC | 04/30/01   | TSN, R65W, 6TH PM SEC 9, TRACT OF LAND IN THE SW DESCRIBED AS FOLLOWS: LOT 1 OF THE ELLIOT EAST SUBDIVISION  | 2936752             |
| 60211        | WESTERN SUGAR COOPERATIVE       | MATRIX ENERGY, LLC | 05/17/07   | TOWNSHIP 5 NORTH, RANGE 65 WEST OF THE 6TH PM SECTION 9, W2NW/4A LOTS 1, 2, 3, 4, 5, 6, 7, & 8 OF THE NWNW AND LOTS 1, 2, 3, 4, 5, 6, 7 & 8 OF THE SWNW/LESS AND EXCEPT 2 PARCELS IN LOT 8 IN THE NWNW   | 3478493             |
| 60212        | KAYLOR, MEL                     | MATRIX ENERGY, LLC | 09/09/97   | TOWNSHIP 5 NORTH, RANGE 65 WEST OF THE 6TH PM SECTION 9, PART OF LOT 8 OF THE NWNW AS DESCRIBED IN BOOK 1468, RECEPTION #2415724.  | 2572481             |
| 60213        | MILLER, STEPHEN E.              | MATRIX ENERGY, LLC | 08/27/97   | TOWNSHIP 5 NORTH, RANGE 65 WEST OF THE 6TH PM SECTION 9, PART OF LOT 8 OF THE NWNW AS DESCRIBED IN BOOK 1452, RECEPTION #2399087.  | 2565813             |

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| BW Lease No. | Lessor/Grantor                       | Lessee/Grantee     | Lease date | Lease description   | Recording Reference |
|--------------|--------------------------------------|--------------------|------------|---|---------------------|
| 60214        | ARCHER, SAMMY AND DEBRA              | MATRIX ENERGY, LLC | 06/15/10   | TSN, R65W, 6TH PM SEC 10. LOTS 1 AND 2. BLOCK 2. BRADDY ADDITION                                    | 3705787             |
| 60215        | VAUGH, JAMES AND JEAN                | MATRIX ENERGY, LLC | 06/14/10   | TSN, R65W, 6TH PM SEC 10. LOT 3. BLOCK 2. BRADDY ADDITION   | 3705791             |
| 60216        | COOK, DAVID W AND JANET L            | MATRIX ENERGY, LLC | 07/20/99   | TSN, R65W, 6TH PM SEC 10. LOTS 4,5,6,7,8 OF BLOCK 2. BRADDY ADDITION                                | 2744513             |
| 60217        | HARO, GUSTAVO                        | MATRIX ENERGY, LLC | 08/27/10   | TSN, R65W, 6TH PM SEC 10. LOTS 9 AND 10. BLOCK 2. BRADDY ADDITION                                   | 3718971             |
| 60218        | HINRICH, RICHARD LEE, ET AL          | MATRIX ENERGY, LLC | 12/08/11   | TSN, R65W, 6TH PM SEC 10. LOTS 5 AND 6. BLOCK 1. BRADDY ADDITION                                    | 3818755             |
| 60219        | RIDDLE, JOHNNY DEAN AND MARY ANNETTE | MATRIX ENERGY, LLC | 07/20/99   | TSN, R65W, 6TH PM SEC 10. LOTS 14 AND 15. BLOCK 1. BRADDY ADDITION                                  | 2744535             |
| 60220        | ESQUIBEL, ADRIAN G                   | MATRIX ENERGY, LLC | 06/14/10   | TSN, R65W, 6TH PM SEC 10. LOTS 4 AND 7. BLOCK 1. BRADDY ADDITION                                    | 3705782             |
| 60221        | HAAS, JAKE H                         | MATRIX ENERGY, LLC | 07/20/99   | TSN, R65W, 6TH PM SEC 10. LOTS 3 AND 8. BLOCK 1. BRADDY ADDITION                                    | 2744517             |
| 60222        | SCHMIDT, WILLIAM H                   | MATRIX ENERGY, LLC | 07/20/99   | TSN, R65W, 6TH PM SEC 10. LOTS 1,2,9,10,11,12,13 BLOCK 1. BRADDY                                    | 2744536             |
| 60223        | STUVA, DICK D                        | MATRIX ENERGY, LLC | 07/20/99   | TSN, R65W, 6TH PM SEC 10. THE E2SWNESW, EXCEPT THE EAST 208.6' AND THE SOUTH 110' OF THE WEST 63.6' | 2744542             |
| 60224        | VEGA, NANCY L AND ABELARDO           | MATRIX ENERGY, LLC | 12/26/02   | TSN, R65W, 6TH PM SEC 10. THE SOUTH 110' OF THE WEST 63.6' OF THE E2SWNESW                          | 3030391             |
| 60225        | POAGE, GLEN W AND KATHLEEN A         | MATRIX ENERGY, LLC | 11/10/99   | TSN, R65W, 6TH PM SEC 10. THE EAST 132.6' F THE E2SWNESW AND THE WEST 20' OF THE SENEWS             | 2744531             |

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| BW Lease No. | Lessor/Grantor                     | Lessee/Grantee     | Lease date | Lease description  | Recording Reference |
|--------------|------------------------------------|--------------------|------------|--|---------------------|
| 60226        | KING, DONALD J JR AND CHRISTINE L  | MATRIX ENERGY, LLC | 07/20/99   | T5N, R65W, 6TH PM<br>SEC 10. SENESW, EXCEPT THE WEST 20'. THE WEST 7/8 OF THE EAST 208.6' OF THE E2SW/4ESW   | 2744521             |
| 60227        | MELLIN, IRVING AND DOROTHY         | MATRIX ENERGY, LLC | 07/20/99   | T 5 N, R 65 W, 6TH PM<br>SEC 10. PART OF LOT 1 OF THE SWSW, BEGINNING 30' SOUTH OF THE NE CORNER, THENCE WEST 68.6'; SOUTH 51.6' MORE OR LESS TO NORTHEASTERLY RIGHT OF WAY BOUNDARY LINE OF US HWY 34, THENCE SOUTHEASTERLY ALONG BOUNDARY LINE OF HWY 34, 93.7' MORE OR LESS TO EAST BOUNDARY LINE, THENCE NORTH 57.7' TO POINT OF BEGINNING; LOT 4 OF KEEMC SUBDIVISION   | 2744527             |
| 60228        | MCEACHRON, HELEN J                 | MATRIX ENERGY, LLC | 11/10/99   | T 5 N, R 65 W, 6TH PM<br>SEC 10. LOTS 1, 2, 3 & 5 KEEMC SUBDIVISION  | 2744526             |
| 60229        | LUTHER, CARL A AND LUCILLE         | MATRIX ENERGY, LLC | 08/27/99   | T 5 N, R 65 W, 6TH PM<br>SEC 10. LOT 10 OF THE LUTHER SUBDIVISION; LOTS 1, 2, 3 & 5 OF SWSW, SOUTH OF HWY 34; EXCEPT THAT PART OF LOT 5 DESCRIBED AS FOLLOWS: BEGINNING ON THE WEST LINE 30' NORTH OF SW CORNER OF LOT 5, THENCE NORTH 270' EAST 161.5', SOUTH 270' WEST 161.5' TO BEGINNING (APPROX. 1 ACRE); ALSO EXCEPT BEGINNING 514.5' EAST & 30' NORTH OF SW CORNER, THENCE NORTH 90' EAST 131.5' TO EAST LINE | 2744525             |
| 60230        | DAVID, EDWARD L AND SUZANNE        | MATRIX ENERGY, LLC | 12/01/12   | T 5 N, R 65 W, 6TH PM<br>SEC 10. ALL THAT PART OF LOT 3 OF THE SWSW ACCORDING TO THE SUBDIVISION LANDS OF THE UNION COLONY OF COLORADO, LYING NORTH OF THE SOUTH 502.04 FEET.  | 3895032             |
| 60231        | RICHARDSON, LOLA I                 | MATRIX ENERGY, LLC | 07/20/99   | T 5 N, R 65 W, 6TH PM<br>SEC 10. SOUTH 358' OF LOT 3, NORTH 440' OF LOT 4, WEST 220' OF LOT 4, ALL IN THE SWSW   | 2744533             |
| 60232        | RICHARDSON, RONALD REX AND ALICE M | MATRIX ENERGY, LLC | 07/20/99   | T 5 N, R 65 W, 6TH PM<br>SEC 10. THE EAST 220' OF LOT 4 OF THE SWSW  | 2744534             |
| 60233        | STEWART, CHARLES H AND WANDA J     | MATRIX ENERGY, LLC | 07/20/99   | T 5 N, R 65 W, 6TH PM<br>SEC 10. PART OF LOT 5 OF THE SWSW BEGINNING 30' NORTH OF THE SW CORNER OF LOT 5 THENCE NORTH 270', THENCE EAST 161.5', THENCE SOUTH 270', THENCE WEST 161.5' TO POINT OF BEGINNING.   | 2744541             |

EXHIBIT D - 32

| BW Lease No. | Lessor/Grantor                             | Lessee/Grantee     | Lease date | Lease description  | Recording Reference |
|--------------|--|--------------------|------------|--|---------------------|
| 60234        | ALMOND, EARLY AND CINDY                    | MATRIX ENERGY, LLC | 06/14/10   | T 5 N, R 65 W, 6TH PM SEC 10: LOTS 7 & 8 OF THE LUTHER SUBDIVISION   | 3705790             |
| 60235        | RILEY, JACK LEE AND NETTIE LEE RILEY TRUST | MATRIX ENERGY, LLC | 07/20/99   | T 5 N, R 65 W, 6TH PM SEC 10: LOT 9 OF THE LUTHER SUBDIVISION IN THE SWSW  | 2834199             |
| 60236        | DUNFEE FAMILY LIVING TRUST                 | MATRIX ENERGY, LLC | 12/12/11   | T 5 N, R 65 W, 6TH PM SEC 10: LOT 1 OF THE LUTHER SUBDIVISION  | 3818753             |
| 60237        | KITCHEN, JOHN C AND DONNA M                | MATRIX ENERGY, LLC | 07/20/99   | T 5 N, R 65 W, 6TH PM SEC 10: LOT 2 OF THE LUTHER SUBDIVISION  | 2744523             |
| 60238        | NELASON, ALEX K                            | MATRIX ENERGY, LLC | 06/15/10   | T 5 N, R 65 W, 6TH PM SEC 10: LOT 3 OF THE LUTHER SUBDIVISION  | 3705772             |
| 60239        | HOLMES, VICKI A                            | MATRIX ENERGY, LLC | 04/25/01   | T 5 N, R 65 W, 6TH PM SEC 10: LOT 4 OF THE LUTHER SUBDIVISION  | 2850232             |
| 60240        | OVERSTREET, DAVID L                        | MATRIX ENERGY, LLC | 07/20/99   | T 5 N, R 65 W, 6TH PM SEC 10: LOT 5 OF THE LUTHER SUBDIVISION  | 3554095             |
| 60241        | GAA, JOHN ALAN                             | MATRIX ENERGY, LLC | 05/26/10   | T 5 N, R 65 W, 6TH PM SEC 10: LOT 6 OF THE LUTHER SUBDIVISION  | 3705783             |
| 60242        | AMAYA, RICHARD P AND DYE, JACQUELINE       | MATRIX ENERGY, LLC | 06/15/10   | T 5 N, R 65 W, 6TH PM SEC 10: PART OF LOT 5 OF THE SWSW BEGINNING 514.5' EAST AND 30' NORTH OF THE SOUTHWEST CORNER OF LOT 5, THENCE NORTH 95', THENCE EAST 131.5', THENCE SOUTH 95', THENCE WEST 131.5' TO POINT OF BEGINNING.                      | 3705777             |
| 60243        | KUETTEL, JOSEPH M AND NINA                 | MATRIX ENERGY, LLC | 10/07/99   | T 5 N, R 65 W, 6TH PM SEC 10: LOTS 6 AND 7 OF THE SWSW   | 2744522             |
| 60244        | STRAIGHT, LOWELL G AND DOROTHY L           | MATRIX ENERGY, LLC | 07/12/99   | T 5 N, R 65 W, 6TH PM SEC 10: LOTS 1, 2, 7 & 8 OF THE SESW, EXCEPT A TRACT FROM LOT 2 DESCRIBED AS FOLLOWS: BEGINNING AT A POINT 30' EAST OF THE NW CORNER OF LOT 2, THENCE EAST 75', SOUTH 150', WEST 75', THENCE NORTH 150' TO POINT OF BEGINNING. | 2744539             |

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| BW Lease No. | Lessor/Grantor                     | Lessee/Grantee     | Lease date | Lease description   | Recording Reference |
|--------------|------------------------------------|--------------------|------------|---|---------------------|
| 60245        | PIEPER, LOUISE M                   | MATRIX ENERGY, LLC | 07/21/99   | T 5 N, R 65 W, 6TH PM<br>SEC 10: PART OF LOT 2 OF THE SESW DESCRIBED AS FOLLOWS: BEGINNING AT A POINT 30' EAST OF THE NW CORNER OF LOT 2, THENCE E 75', S 159', W 75', N 150', TO POINT OF BEGINNING                                      | 2744530             |
| 60246        | KINDVALL, CHRISTINA JO AND CHET    | MATRIX ENERGY, LLC | 07/20/99   | T 5 N, R 65 W, 6TH PM<br>SEC 10: PART OF LOT 2 OF THE SESW DESCRIBED AS FOLLOWS: BEGINNING AT A POINT 105' EAST OF THE NW CORNER OF LOT 2, THENCE EAST 75', THENCE SOUTH 150', THENCE WEST 75', THENCE NORTH 150', TO POINT OF BEGINNING. | 2744524             |
| 60247        | SEALEY, HUBERT E                   | MATRIX ENERGY, LLC | 07/20/99   | T 5 N, R 65 W, 6TH PM SEC 10: LOTS 5 & 6 OF THE SESW LYING SOUTH OF HWY 34  | 2744538             |
| 60248        | EURESTI, MARIO                     | MATRIX ENERGY, LLC | 06/15/10   | T 5 N, R 65 W, 6TH PM<br>SEC 10: LOT 56 OF THE LINDALE SUBDIVISION  | 3705775             |
| 60249        | BARKER, GERALD L AND DONNA J       | MATRIX ENERGY, LLC | 07/20/99   | T 5 N, R 65 W, 6TH PM<br>SEC 10: LOT 55 & THE NORTH 15' OF LOT 54 OF THE LINDALE SUBDIVISION  | 2744511             |
| 60250        | JANDREAU, NEAL J AND RAQUEL D      | MATRIX ENERGY, LLC | 06/15/10   | T 5 N, R 65 W, 6TH PM<br>SEC 10: SOUTH 60' OF LOT 54 & NORTH 15' OF LOT 53 OF THE LINDALE SUBDIVISION   | 3705785             |
| 60251        | ARB, SCOTT A                       | MATRIX ENERGY, LLC | 07/20/99   | T 5 N, R 65 W, 6TH PM<br>SEC 10: NORTH 15' OF LOT 52 AND THE SOUTH 60' OF LOT 53 OF THE LINDALE SUBDIVISION   | 2744509             |
| 60252        | DILLON, TIMOTHY J AND MEG          | MATRIX ENERGY, LLC | 06/15/10   | T 5 N, R 65 W, 6TH PM<br>SEC 10: LOT 51 AND THE SOUTH 60' OF LOT 52 OF THE LINDALE SUBDIVISION  | 3705781             |
| 60253        | PRINGLE, PHILLIP D AND BECKY A     | MATRIX ENERGY, LLC | 06/15/10   | T 5 N, R 65 W, 6TH PM<br>SEC 10: LOT 50 OF THE LINDALE SUBDIVISION  | 3712704             |
| 60254        | O'GRADY, MARK E AND PATRICIA A     | MATRIX ENERGY, LLC | 04/27/01   | T 5 N, R 65 W, 6TH PM<br>SEC 10: LOT 49 OF THE LINDALE SUBDIVISION  | 2850231             |
| 60255        | CHESHEWALLA, JOSEPH K AND BONNIE J | MATRIX ENERGY, LLC | 06/16/10   | T 5 N, R 65 W, 6TH PM<br>SEC 10: LOT 45 OF THE LINDALE SUBDIVISION  | 3705778             |

EXHIBIT D - 34

| BW Lease No. | Lessor/Grantor                    | Lessee/Grantee     | Lease date | Lease description   | Recording Reference |
|--------------|-----------------------------------|--------------------|------------|---|---------------------|
| 60256        | HOLT, DONALD A                    | MATRIX ENERGY, LLC | 07/20/99   | T 5 N, R 65 W, 6TH PM<br>SEC 10: LOT 44 OF THE LINDALE SUBDIVISION  | 2744518             |
| 60257        | ARMFIELD, LOWELL J AND LORETTA M  | MATRIX ENERGY, LLC | 07/20/99   | T 5 N, R 65 W, 6TH PM<br>SEC 10: LOT 43 OF THE LINDALE SUBDIVISION  | 2744510             |
| 60258        | WHITE, MARILYN FRANCES            | MATRIX ENERGY, LLC | 07/20/99   | T 5 N, R 65 W, 6TH PM<br>SEC 10: LOT 42 OF THE LINDALE SUBDIVISION  | 2744543             |
| 60259        | VAN DRIEL, VICENTA                | MATRIX ENERGY, LLC | 06/23/10   | T 5 N, R 65 W, 6TH PM<br>SEC 10: LOTS 40 AND 41 OF THE LINDALE SUBDIVISION  | 3705773             |
| 60260        | DILKA, WILLIAM R, AND KATHY A     | MATRIX ENERGY, LLC | 07/20/99   | T 5 N, R 65 W, 6TH PM<br>SEC 10: LOT 39 OF THE LINDALE SUBDIVISION  | 2744515             |
| 60261        | BEHREND, ROBERT S                 | MATRIX ENERGY, LLC | 06/15/10   | T 5 N, R 65 W, 6TH PM<br>SEC 10: LOT 38 OF REPLAT OF PORTION OF LOTS 6 THRU 16, AND LOTS 32-48 OF THE LINDALE SUBDIVISION | 3712710             |
| 60262        | WALTER, CRAIG S AND DELORES J     | MATRIX ENERGY, LLC | 07/20/99   | T 5 N, R 65 W, 6TH PM<br>SEC 10: LOT 37 OF THE LINDALE SUBDIVISION  | 2744544             |
| 60263        | HAMPTON, BRYAN M AND RHONDA D     | MATRIX ENERGY, LLC | 09/20/10   | T 5 N, R 65 W, 6TH PM<br>SEC 10: LOT 36, REPLAT OF A PORTION OF LOTS 6-16 AND LOTS 32-48 OF THE LINDALE SUBDIVISION       | 3705774             |
| 60264        | SHARPE, GLEN WILL AND GLADYS ANNE | MATRIX ENERGY, LLC | 07/20/99   | T 5 N, R 65 W, 6TH PM<br>SEC 10: LOT 35 OF THE LINDALE SUBDIVISION  | 2744537             |
| 60265        | ANESCHANSSEL, RICHARD AND RITA    | MATRIX ENERGY, LLC | 07/20/99   | T 5 N, R 65 W, 6TH PM<br>SEC 10: LOT 34 OF THE LINDALE SUBDIVISION  | 3044645             |
| 60266        | GIVAN, JOSEPH K                   | MATRIX ENERGY, LLC | 10/31/12   | T 5 N, R 65 W, 6TH PM<br>SEC 10: LOT 33 OF THE LINDALE SUBDIVISION  | 3886870             |
| 60267        | HOFFMAN, BV KENT AND DEANNE E     | MATRIX ENERGY, LLC | 07/20/99   | T 5 N, R 65 W, 6TH PM<br>SEC 10: LOT 30 AND THE NORTH 25' OF LOT 31 OF THE LINDALE SUBDIVISION                            | 2744519             |

EXHIBIT D - 35

| BW Lease No. | Lessor/Grantor                                      | Lessee/Grantee                         | Lease date | Lease description   | Recording Reference |
|--------------|---|--|------------|---|---------------------|
| 60268        | BURKE, ROBERT S                                     | MATRIX ENERGY, LLC                     | 07/20/99   | T 5 N, R 65 W, 6TH PM SEC 10, LOT 29 AND THE SOUTH 25' OF LOT 28 OF THE LINDALE SUBDIVISION   | 2744512             |
| 60269        | NERO, THELM S                                       | MATRIX ENERGY, LLC                     | 07/20/99   | T 5 N, R 65 W, 6TH PM SEC 10, THE SOUTH 40' OF LOT 27 AND THE NORTH 35' OF LOT 28 OF THE LINDALE SUBDIVISION  | 2744528             |
| 60271        | RODRIGUEZ, SIMON AND MARY                           | MATRIX ENERGY, LLC                     | 07/15/10   | T 5 N, R 65 W, 6TH PM SEC 10, LOTS 24 AND 25, THE NORTH 2' OF LOT 23 OF THE LINDALE SUBDIVISION   | 3705771             |
| 60271 01     | RULAND, MARGE T                                     | MATRIX ENERGY LLC                      | 05/28/13   | T5N, R65W, 6TH PM SEC 4, LOT 1 OF THE NMSW  | 3948777             |
| 60272        | PRENTICE, PHILIP K                                  | MATRIX ENERGY, LLC                     | 08/28/09   | T 5 N, R 65 W, 6TH PM SEC 10, THE NORTH 20' LOT 22 AND THE SOUTH 58' OF LOT 23 OF THE LINDALE SUBDIVISION   | 3646546             |
| 60272 01     | ESTATE OF KARL KOHLHOFF RITA WHITELEY ADMINISTRATOR | BAYSWATER EXPLORATION & PRODUCTION LLC | 11/21/13   | T5N, R65W, 6TH PM SEC 4, LOT 1 EXCEPT TWO TRACTS, ONE BEGINNING AT THE SE CORNER OF LOT 1 THEN N 110', THENCE WLY 394', S 110' THENCE ELY 394' TO BEGINNING SECOND TRACT BEGINNING AT THE NE CORNER OF SW, THEN W 210', S 190', E 210', N 190' TO POINT OF BEGINNING. | 3987453             |

EXHIBIT D - 36

| BW Lease No. | Lessor/Grantor                  | Lessee/Grantee       | Lease date | Lease description   | Recording Reference |
|--------------|---------------------------------|----------------------|------------|---|---------------------|
| 60272.02     | REEVES, MARY                    | CONQUEST OIL COMPANY | 05/18/90   | T5N, R65W, 6TH PM SEC 4, LOTS 3 AND 4 OF THE NESW AND A PARCEL OF LAND 100' SQUARE IN THE SE CORNER OF LOT 2 OF THE NESW BEING MORE PARTICULARLY DESCRIBED IN THAT CERTAIN INSTRUMENT RECORDED IN BOOK 228 AT PAGE 269 WELD COUNTY RECORDS.<br>LOTS 3 AND 4 OF THE NWSW, LOTS 1 AND 2, AND THE N2 OF LOT 3 OF THE SESW, W2 OF LOT 2, AND ALL THAT PART OF THE E2 OF LOT 2 OF THE SWSE LYING NORTH OF THE OGILVY DITCH AS SAME WAS LOCATED ACROSS SAID LANDS AT 11/8/1957.<br>ALL THAT PART OF THE N2SE LYING SOUTH OF 8TH STREET ROAD AND BOUNDED ON THE SOUTHEASTERLY SIDE BY THE OGILVY DITCH AS THE SAME WAS LOCATED ACROSS SAID LANDS AT 11/8/1957.<br>ALL ACCORDING TO THE SUBDIVISION OF LANDS BY THE UNION COLONY OF COLORADO<br>LEASE IS INTENDED TO COVER AND INCLUDE ALL THOSE LANDS WHICH ARE OWNED BY LESSOR IN THE S2 OF SAID SEC 4 WHETHER OR NOT SPECIFICALLY DESCRIBED HEREIN | 2216463             |
| 60273        | SODMAN, TIMOTHY A               | MATRIX ENERGY, LLC   | 06/15/10   | T 5 N, R 65 W, 6TH PM SEC 10, THE NORTH 45' OF LOT 21 AND THE SOUTH 40' OF LOT 22 OF THE LINDALE SUBDIVISION  | 3705788             |
| 60274        | LITZ, LOREN L                   | MATRIX ENERGY, LLC   | 06/14/10   | T 5 N, R 65 W, 6TH PM SEC 10, THE NORTH 15' OF LOT 19, ALL OF LOT 20 AND THE SOUTH 25 FEET OF LOT 21, EXCEPTING THEREFROM THE NORTH 10 FEET OF THE SOUTH 25 FEET OF LOT 21, LINDALE SUBDIVISION   | 3705770             |
| 60275        | GIBSON, ARCHIE J AND RUBIE A    | MATRIX ENERGY, LLC   | 07/20/99   | T 5 N, R 65 W, 6TH PM SEC 10, THE NORTH 40' OF LOT 18 AND THE SOUTH 45' OF LOT 19 OF THE LINDALE SUBDIVISION  | 2744516             |
| 60276        | REDMOND, JOHN P AND GERALDINE M | MATRIX ENERGY, LLC   | 08/13/99   | T 5 N, R 65 W, 6TH PM SEC 10, THE NORTH 5' OF LOT 13, LOT 17, THE SOUTH 20' OF LOT 18, LINDALE SUBDIVISION  | 2744532             |
| 60277        | LOWER, THOMAS J AND KATHY L     | MATRIX ENERGY, LLC   | 05/26/10   | T 5 N, R 65 W, 6TH PM SEC 10, LOT 13, EXCEPT THE NORTH 5' OF THE LINDALE SUBDIVISION  | 3705784             |

EXHIBIT D - 37



| BW Lease No. | Lessor/Grantor                     | Lessee/Grantee     | Lease date | Lease description   | Recording Reference |
|--------------|------------------------------------|--------------------|------------|---|---------------------|
| 60278        | SHIRLEY KNAPP TRUST                | MATRIX ENERGY, LLC | 06/14/10   | T 5 N, R 65 W, 6TH PM SEC. 10. LOT 12 OF REPLAT OF A PORTION OF LOTS SIX (6) THROUGH SIXTEEN (16), AND LOTS THIRTY TWO (32) THROUGH FORTY EIGHT (48), LINDALE SUBDIVISION                               | 3705779             |
| 60279        | FUENTES, JESUS                     | MATRIX ENERGY, LLC | 06/15/10   | T 5 N, R 65 W, 6TH PM SEC. 10. LOT 11 OF REPLAT OF PORTION OF LOTS 6 THRU 16, AND LOTS 32 THRU 48, LINDALE SUBDIVISION  | 3705780             |
| 60280        | WRIGHT, MARK N AND CHERYL K        | MATRIX ENERGY, LLC | 10/01/12   | T 5 N, R 65 W, 6TH PM SEC. 10. LOT 10 OF THE LINDALE SUBDIVISION  | 3882752             |
| 60281        | GREINER, GREGORY L AND CAROL       | MATRIX ENERGY, LLC | 05/26/10   | T 5 N, R 65 W, 6TH PM SEC. 10. LOT 9 OF THE LINDALE SUBDIVISION   | 3705786             |
| 60282        | HOYLAND, DONALD E AND AVA M        | MATRIX ENERGY, LLC | 07/20/99   | T 5 N, R 65 W, 6TH PM SEC. 10. LOT 7 OF THE LINDALE SUBDIVISION   | 2744520             |
| 60283        | ADAMS, TRACY LEE                   | MATRIX ENERGY, LLC | 05/26/13   | T 5 N, R 65 W, 6TH PM SEC. 10. ALL OF LOT FIVE (5) AND THE NORTH FIFTEEN (15) FEET OF LOT SIX (6), ALL IN THE LINDALE SUBDIVISION, WHICH IS PART OF THE CITY OF GREELEY, COUNTY WELD, STATE OF COLORADO | 3705776             |
| 60284        | ELIZABETH JEAN YACHZEE TRUST       | MATRIX ENERGY, LLC | 05/26/10   | T 5 N, R 65 W, 6TH PM SEC. 10. THE SOUTH 1/5 OF LOT 3 AND ALL OF LOT 4 OF THE LINDALE SUBDIVISION   | 3705789             |
| 60285        | CRAFTREE, DEBRA L                  | MATRIX ENERGY, LLC | 07/20/99   | T 5 N, R 65 W, 6TH PM SEC. 10. THE SOUTH HALF OF LOT 2 AND THE NORTH 45 OF LOT 3 OF THE LINDALE SUBDIVISION   | 2744514             |
| 60286        | STEINMETZ, DONALD E JR AND DIANE R | MATRIX ENERGY, LLC | 07/20/99   | T 5 N, R 65 W, 6TH PM SEC. 10. LOT 1 AND THE NORTH HALF OF LOT 2 OF THE LINDALE SUBDIVISION   | 2744540             |
| 60287        | GRIEGO, KENNETH LEE                | MATRIX ENERGY, LLC | 05/22/04   | TOWNSHIP 5 NORTH, RANGE 65 WEST OF THE 6TH PM SECTION 10. TRACT IN THE SE DESCRIBED AS THE WZSWNESE   | 3190028             |
| 60288        | COGSWELL, LES M, JR                | MATRIX ENERGY, LLC | 01/15/04   | TOWNSHIP 5 NORTH, RANGE 65 WEST OF THE 6TH PM SECTION 10. TRACT IN THE SE DESCRIBED AS THE WZSWNESE   | 3190024             |

EXHIBIT D - 38

| BW Lease No. | Lessor/Grantor                  | Lessee/Grantee     | Lease date | Lease description  | Recording Reference |
|--------------|---------------------------------|--------------------|------------|--|---------------------|
| 60289        | VEGA, ABELARDO                  | MATRIX ENERGY, LLC | 09/15/08   | TOWNSHIP 5 NORTH, RANGE 65 WEST OF THE 6TH PM SECTION 10. TRACT IN SE DESCRIBED AS LOT 8 OF THE NWSE   | 3630150             |
| 60290        | SANCHEZ, MARIA F                | MATRIX ENERGY, LLC | 01/09/04   | TOWNSHIP 5 NORTH, RANGE 65 WEST OF THE 6TH PM SECTION 10. TRACT IN THE SE DESCRIBED AS LOT 7 OF THE NWSE   | 3190030             |
| 60291        | HINJOSA, RODRIGO AND KATHLEEN R | MATRIX ENERGY, LLC | 01/12/04   | TOWNSHIP 5 NORTH, RANGE 65 WEST OF THE 6TH PM SECTION 10. LOTS 1 AND 2 OF THE NW1/4. EXCLUDING BEGINNING NE CORNER OF LOT 1 S 217.5 FEET, W 200 FEET, N 217.5 FEET, E 200 FEET TO BEGINNING, ALSO EXCLUDING W 225 FEET, LOT 2, ALSO EXCLUDING E 90 FEET, W 305 FEET OF LOT 2, W 215 FEET OF LOT 2. | 3190017             |
| 60292        | DABERKOW, DONALD DUANE          | MATRIX ENERGY, LLC | 01/15/04   | TOWNSHIP 5 NORTH, RANGE 65 WEST OF THE 6TH PM SECTION 10. TRACT IN SE DESCRIBED AS THE EAST 90' OF THE WEST 305' OF LOT 2 OF THE NWSE  | 3190026             |
| 60293        | JOHNSON, RAY C                  | MATRIX ENERGY, LLC | 01/15/04   | TOWNSHIP 5 NORTH, RANGE 65 WEST OF THE 6TH PM SECTION 10. TRACT IN THE SE DESCRIBED AS PART OF LOT 1 OF THE NWSE, BEGINNING AT THE NE CORNER OF LOT 1, THENCE S 217.5 FEET, W 200 FEET, N 217.5 FEET, E 200 FEET TO POINT OF BEGINNING   | 3190015             |
| 60294        | LOEFFLER, SANDRA                | MATRIX ENERGY, LLC | 01/15/04   | TOWNSHIP 5 NORTH, RANGE 65 WEST OF THE 6TH PM SECTION 10. A TRACT IN THE SE DESCRIBED AS: 2RA-18 LOTS 18 & 19, 2ND ADDITION RAINBOW ACRES INCLUDING OUTLOT A, AND ANY AND ALL INTEREST UNDER E 18TH ST, CITY OF GREELEY, CO.   | 3190016             |
| 60295        | GREENING, WAYNE                 | MATRIX ENERGY, LLC | 08/30/05   | TOWNSHIP 5 NORTH, RANGE 65 WEST OF THE 6TH PM SECTION 10. A TRACT IN THE SE DESCRIBED AS LOT 17, 1ST ADDITION RAINBOW ACRES  | 3342351             |
| 60296        | MONDRAGON, TOMAS                | MATRIX ENERGY, LLC | 01/13/04   | TOWNSHIP 5 NORTH, RANGE 65 WEST OF THE 6TH PM SECTION 10. A TRACT IN THE SE DESCRIBED AS LOT 16, 1ST ADDITION RAINBOW ACRES  | 3190021             |
| 60297        | CLARK, WILLIAM AND MINDY SUE    | MATRIX ENERGY, LLC | 10/16/12   | TOWNSHIP 5 NORTH, RANGE 65 WEST OF THE 6TH PM SECTION 10. TRACT OF LAND IN SE DESCRIBED AS: 3RA-2 LOT 2 RAINBOW ACRES 3RD ADDITION   | 3884060             |

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| BW Lease No. | Lessor/Grantor                       | Lessee/Grantee     | Lease date | Lease description   | Recording Reference |
|--------------|--------------------------------------|--------------------|------------|---|---------------------|
| 60298        | BAUER, BRADLEY AND JENNIFER          | MATRIX ENERGY, LLC | 04/29/05   | TOWNSHIP 5 NORTH, RANGE 65 WEST OF THE 6TH PM SECTION 10: THAT PAR OF THE NWSE DESCRIBED AS LOT 1, RAINBOW ACRES 3RD ADDITION, AND ANY AND ALL INTEREST UNDERLYING ELDER AVE, CITY OF GREELEY, CO | 3291471             |
| 60299        | CLARK, GARY AND VERONICA             | MATRIX ENERGY, LLC | 06/17/04   | TOWNSHIP 5 NORTH, RANGE 65 WEST OF THE 6TH PM SECTION 10: LOT 15, 1ST ADDITION RAINBOW ACRES  | 3223951             |
| 60300        | BROEDER, IOLA, AND WENS, LEONA       | MATRIX ENERGY, LLC | 01/15/04   | TOWNSHIP 5 NORTH, RANGE 65 WEST OF THE 6TH PM SECTION 10: A TRACT IN THE SE DESCRIBED AS LOT 14, 1ST ADDITION RAINBOW ACRES   | 3190019             |
| 60301        | KRIEN, DANNY                         | MATRIX ENERGY, LLC | 01/15/04   | TOWNSHIP 5 NORTH, RANGE 65 WEST OF THE 6TH PM SECTION 10: A TRACT IN THE SE DESCRIBED AS LOT 13, RAINBOW ACRES  | 3190013             |
| 60302        | VOHS, WILLIAM AND TERESA             | MATRIX ENERGY, LLC | 06/17/04   | TOWNSHIP 5 NORTH, RANGE 65 WEST OF THE 6TH PM SECTION 10: A TRACT IN THE SE DESCRIBED AS LOT 11, RAINBOW ACRES  | 3223949             |
| 60303        | MAHAFFEY, SCOTT AND MARY             | MATRIX ENERGY, LLC | 01/15/04   | TOWNSHIP 5 NORTH, RANGE 65 WEST OF THE 6TH PM SECTION 10: A TRACT IN THE NWSE DESCRIBED AS LOT 7, 1ST ADDITION RAINBOW ACRES  | 3190025             |
| 60304        | BROOKS, GAY MEREDITH                 | MATRIX ENERGY, LLC | 06/17/04   | TOWNSHIP 5 NORTH, RANGE 65 WEST OF THE 6TH PM SECTION 10: A TRACT IN THE SE DESCRIBED AS LOT 6, 1ST ADDITION RAINBOW ACRES  | 3223948             |
| 60305        | STELTZ FAMILY REVOCABLE LIVING TRUST | MATRIX ENERGY, LLC | 01/15/04   | TOWNSHIP 5 NORTH, RANGE 65 WEST OF THE 6TH PM SECTION 10: A TRACT IN THE SE DESCRIBED AS LOT 5, 1ST ADDITION RAINBOW ACRES  | 3190014             |
| 60306        | KING, DEAN                           | MATRIX ENERGY, LLC | 01/15/04   | TOWNSHIP 5 NORTH, RANGE 65 WEST OF THE 6TH PM SECTION 10: A TRACT IN THE NWSE DESCRIBED AS LOT 4, 1ST ADDITION RAINBOW ACRES  | 3190022             |
| 60307        | LESSER, CHARLES AND ALICE            | MATRIX ENERGY, LLC | 04/26/05   | TOWNSHIP 5 NORTH, RANGE 65 WEST OF THE 6TH PM SECTION 10: A TRACT IN THE NWSE DESCRIBED AS LOT 3, 1ST ADDITION RAINBOW ACRES  | 3287255             |

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| BW Lease No. | Lessor/Grantor                   | Lessee/Grantee     | Lease date | Lease description  | Recording Reference |
|--------------|----------------------------------|--------------------|------------|--|---------------------|
| 60308        | PICKARD, JIMMIE AND MELVA        | MATRIX ENERGY, LLC | 06/17/04   | TOWNSHIP 5 NORTH, RANGE 65 WEST OF THE 6TH PM SECTION 10. A TRACT IN THE NWSE DESCRIBED AS LOT 2. 1ST ADDITION RAINBOW ACRES   | 3227447             |
| 60309        | KNOEDLER, SUEZANN LOIS           | MATRIX ENERGY, LLC | 01/15/04   | TOWNSHIP 5 NORTH, RANGE 65 WEST OF THE 6TH PM SECTION 10. A TRACT IN THE NWSE DESCRIBED AS LOT 1, 1ST ADDITION RAINBOW ACRES   | 3190023             |
| 60310        | MARSCHALL, THOMAS H AND PAMELA A | MATRIX ENERGY, LLC | 09/21/09   | TOWNSHIP 5 NORTH, RANGE 65 WEST OF THE 6TH PM SECTION 10: ALL THAT PART OF LOT 5 OF THE UNION COLONY OF COLORADO LOCATED IN THE NWSE MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE SW CORNER OF SAID LOT 5, THENCE EAST ON THE S LINE THEREOF TO A POINT 73 FEET EAST OF THE SW CORNER THEREOF; THENCE N ON A LINE PARALLEL TO THE W LINE OF SAID LOT 5, 660 FEET TO THE NORTH LINE OF SAID LOT 5; THENCE WALONG THE N LINE OF SAID LOT 5, 73 FEET TO THE NW CORNER OF SAID LOT 5; THENCE S 660 FEET ALONG THE WEST LINE OF SAID LOT 5 TO THE POINT OF BEGINNING, AND ANY AND ALL INTEREST OF LESSOR UNDERLYING E 18TH ST, GREELEY, CO | 3667306             |
| 60311        | TIMOTHY, REED J AND EVELYN       | MATRIX ENERGY, LLC | 07/08/02   | TOWNSHIP 5 NORTH, RANGE 65 WEST OF THE 6TH PM SECTION 10. TRACT OF LAND IN THE SE DESCRIBED AS FOLLOWS: PART OF LOT 1 BEGINNING 238 FEET E. OF NW CORNER LOT 1 E 92 FEET TO NE CORNER S 292 FEET, W 190 FEET NELY 234 FEET MIL. TO POINT OF BEGINNING ALSO THAT PART OF LOT 4 BEGINNING AT NW CORNER LOT 4 E 28 FEET, SLY 303.5 FEET TO A POINT ON NLY N OF COUNTY ROAD W 26.6 FEET ALONG N LN COUNTY ROAD   | 3025890             |
| 60312        | VEGA, NANCY L AND ABELARDO       | MATRIX ENERGY, LLC | 07/15/02   | TOWNSHIP 5 NORTH, RANGE 65 WEST OF THE 6TH PM SECTION 10: THAT PART OF LOTS 1 & 2 OF THE UNION COLONY OF COLORADO LOCATED IN THE SWSE MORE PARTICULARLY DESCRIBED IN WARRANTY DEED DATE 4/18/00 REC. # 2755206 AND ANY INTEREST UNDERLYING E 18TH ST, CITY OF GREELEY, CO  | 3008048             |
| 60313        | WILLIAMS FARM PARTNERSHIP LLLP   | MATRIX ENERGY, LLC | 09/12/00   | TOWNSHIP 5 NORTH, RANGE 65 WEST OF THE 6TH PM SECTION 10. PART OF THE SWSE DESCRIBED AS FOLLOWS: WEST 57' OF LOTS 1 & 2 NORTH OF HWY 34, ALL OF LOTS 1 & 2 SOUTH OF HWY 34, LOTS 7 & 8, AND OTHER LANDS  | 2903882             |

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| BW Lease No. | Lessor/Grantor                                    | Lessee/Grantee     | Lease date | Lease description   | Recording Reference |
|--------------|---|--------------------|------------|---|---------------------|
| 60314        | GUERRA, BLAS REFUGIO AND CARMEN, HUSBAND AND WIFE | MATRIX ENERGY, LLC | 09/19/08   | TOWNSHIP 5 NORTH, RANGE 65 WEST OF THE 6TH PM SECTION 10. THAT PORTION OF LOT 3 OF THE UNION COLONY SUBDIVISION OF THE SWSE, MORE PARTICULARLY DESCRIBED AS FOLLOWS: CONSIDERING THE NORTH LINE OF SAID LOT 3 AS BEARING EAST AND WEST AND WITH ALL BEARINGS CONTAINED HEREIN RELATIVE THERETO, BEGINNING AT SAID LOT 3 WEST 119.85 FEET, LOT 3; THENCE ALONG THE NORTH LINE OF SAID LOT 3 WEST 119.85 FEET, THENCE SOUTH 480.00 FEET; THENCE EAST 119.85 FEET, MORE OR LESS, TO THE EAST LINE OF SAID LOT 3; THENCE ALONG SAID EAST LINE NORTH 480.00 FEET, TO THE POINT OF BEGINNING; AND ANY AND ALL INTEREST OF LESSOR UNDERLYING EAST 18TH STREET, CITY OF GREELEY, STATE OF COLORADO  | 3579384             |
| 60315        | PETERS, WILLIAM E AND SHARON D                    | MATRIX ENERGY, LLC | 08/21/01   | TOWNSHIP 5 NORTH, RANGE 65 WEST OF THE 6TH PM SECTION 10. THAT PART OF LOT 3 OF THE UNION COLONY OF COLORADO, LOCATED IN THE SWSE MORE PARTICULARLY DESCRIBED IN OCD DTD 9222/13, RECORDED AT BOOK 1404, REC. 2352849, AND, THAT PART OF LOTS 3 & 6 DESCRIBED IN WD DTD 12/29/93 AT REC.2367368, AND ALL INTEREST UNDERLYING E. 18TH ST., CITY OF GREELEY, CO   | 2936748             |
| 60316        | DOROTHY L WHEELER ESTATE                          | MATRIX ENERGY, LLC | 05/31/01   | TOWNSHIP 5 NORTH, RANGE 65 WEST OF THE 6TH PM SECTION 10. THAT PART OF LOTS 3 & 4 OF THE UNION COLONY OF COLORADO LOCATED IN THE SWSE MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTH QUARTER CORNER OF SAID SECTION 10, AND CONSIDERING THE SOUTH LINE OF SAID SECTION 10 TO BEAR N89°50'46" E, WITH ALL OTHER BEARINGS CONTAINED HEREIN BEING RELATIVE THERETO, THENCE N00°01'04" W, ALONG THE WEST LINE OF THE SE OF SAID SEC. 10 A DISTANCE OF 1,129.59 FEET; THENCE N89°50'15" - 215 FEET TO THE TRUE POINT OF BEGINNING; THENCE N00°01'04" W, 200 FEET TO THE NORTH LINE OF THE SWSE OF SAID SECTION 10; THENCE N89°50'15" E, ALONG THE NORTH LINE OF THE SWSE OF SAID SECTION 10, A DISTANCE OF 209.7 FEET TO A FENCE LINE; THENCE S00°05'59" E, ALONG SAID FENCE LINE, 200 FEET; THENCE S89°50'15" W, 209.7 FEET TO THE TRUE POINT OF BEGINNING; AND ALL INTEREST UNDERLYING E 18TH ST., CITY OF GREELEY. | 2936749             |
| 60317        | FAHRENBRUCH, EMMA, ET AL                          | MATRIX ENERGY, LLC | 05/31/01   | TOWNSHIP 5 NORTH, RANGE 65 WEST OF THE 6TH PM SECTION 10. TRACT OF LAND IN THE SE DESCRIBED AS FOLLOWS: PART OF LOT 4 SWSE BEGINNING NW CORNER OF LOT 4, S 200 FEET, E 215 FEET, N 200 11 FEET, W 215 FEET TO BEGINNING   | 2936746             |
| 60318        | WHEELER, JANE F                                   | MATRIX ENERGY, LLC | 05/31/01   | TOWNSHIP 5 NORTH, RANGE 65 WEST OF THE 6TH PM SECTION 10. TRACT OF LAND IN THE SE DESCRIBED AS FOLLOWS: PART OF LOTS 3, 4, 6 AND ALL OF LOT 5 SWSE BEGINNING SOUTH QUARTER CORNER OF SECTION, N89°43'E 428.6 FEET, N0°05'W 1128.78 FEET, THENCE S89°50'W 424.7 FEET NML TO PART ON WEST LINE OF LOT 4, S0°01'E 1129.59 TO BEGINNING.  | 2936750             |

EXHIBIT D - 42

| BW Lease No. | Lessor/Grantor                        | Lessee/Grantee     | Lease date | Lease description   | Recording Reference |
|--------------|---------------------------------------|--------------------|------------|---|---------------------|
| 60319        | KNIFFEN, JOEL F AND LISA ANN          | MATRIX ENERGY, LLC | 05/31/01   | TOWNSHIP 5 NORTH, RANGE 65 WEST OF THE 6TH PM SECTION 10: PARCEL A OF SUBDIVISION EXEMPTION NO. 48, BEING A PART OF LOT 6 OF THE UNION COLONY OF COLORADO LOCATED IN THE SWSE MORE PARTICULARLY DESCRIBED IN QCD DTD 8/1/95, REC. 2451828.  | 2936747             |
| 60320        | VEGA, ABELARDO                        | MATRIX ENERGY, LLC | 07/08/02   | TOWNSHIP 5 NORTH, RANGE 65 WEST OF THE 6TH PM SECTION 10: TRACT OF LAND IN THE SE DESCRIBED AS FOLLOWS: EASTERLY 339.2' OF LOT 3, ZENDT'S FARM  | 3009049             |
| 60321        | CORRALES, ANTONIO                     | MATRIX ENERGY, LLC | 11/16/15   | TOWNSHIP 5 NORTH, RANGE 65 WEST OF THE 6TH PM SECTION 10: LOT 4, ZENDT'S FARM, ACCORDING TO THE PLAT THEREOF RECORDED AT BOOK 1102, RECEPTION NO 2042675, AND ALL INTERESTS UNDERLYING EAST 18TH ST AND WCR 45 AKA FERN AVE, CITY OF GREELEY, CO  | 3245311             |
| 60322        | TURNER, SUSAN D AND MICHAEL           | MATRIX ENERGY, LLC | 02/18/03   | TOWNSHIP 5 NORTH, RANGE 65 WEST OF THE 6TH PM SECTION 10: THAT PART OF THE SESE DESCRIBED AS LOT A OF RECORDED EXEMPTION NO.0961-10-4-RE1330 PET PLAT THEREOF, RECORDED AT BOOK 1288, REC.2239268   | 3044643             |
| 60324        | STANLEY, VICTOR E                     | MATRIX ENERGY, LLC | 07/09/03   | TOWNSHIP 5 NORTH, RANGE 65 WEST OF THE 6TH PM SECTION 10: THAT PART OF THE UNION COLONY OF COLORADO LOCATED IN THE SESE MORE PARTICULARLY DESCRIBED IN WARRANTY DEED DATED 5/18/71 RECORDED AT REC. 1568156, AND ALL INTERESTS UNDERLYING E 18TH ST, CITY OF GREELEY, CO  | 3102770             |
| 60325        | GRIEGO, ALLEN AND STIENMETZ, DONNA    | MATRIX ENERGY, LLC | 07/08/02   | TOWNSHIP 5 NORTH, RANGE 65 WEST OF THE 6TH PM SECTION 10: THAT PART OF LOT 3 OF THE UNION COLONY OF COLORADO LOCATED IN THE SESE MORE PARTICULARLY DESCRIBED AS THE WEST 75 FEET OF THE EAST 125 FEET LYING NORTHY OF THE COUNTY ROAD AS NOW LAID OUT AND CONSTRUCTED ACROSS SAID LOT 3; AND ALL INTERESTS UNDERLYING E 18TH ST, CITY OF GREELEY, CO  | 3008050             |
| 60326        | FORREST V AND IDELLA A STRAIGHT TRUST | MATRIX ENERGY, LLC | 12/12/02   | TOWNSHIP 5 NORTH, RANGE 65 WEST OF THE 6TH PM SECTION 10: ALL THAT PART OF LOT 3 OF THE UNION COLONY OF COLORADO LOCATED IN THE SESE LYING N OF THE CNTY RD AS NOW LAID OUT AND CONSTRUCTED ACROSS SAID LOT 3, LESS AND EXCEPT THE E 125 FEET THEREOF, AND, LESS AND EXCEPT THAT PART THEREOF BEGINNING 300 FEET S OF THE NW CORNER OF LOT 3; THENCE E 129 FEET; THENCE S 200 FEET; THENCE NW 1/4 ALONG THE N LINE OF THE COUNTY RD 142 FEET; THENCE N 148 FEET TO POINT OF BEG, AND ALL INTERST UNDERLYING E 18TH ST, CTY OF GREELEY, CO | 3025988             |

EXHIBIT D - 43

| BW Lease No. | Lessor/Grantor                                   | Lessee/Grantee     | Lease date | Lease description  | Recording Reference |
|--------------|--|--------------------|------------|--|---------------------|
| 60327        | GRIEGO, KENNEETH LEE                             | MATRIX ENERGY, LLC | 01/20/04   | TOWNSHIP 5 NORTH, RANGE 65 WEST OF THE 6TH PM SECTION 10 THAT PART OF LOT 3 OF THE UNION COLONY OF COLORADO LOCATED IN THE SESE LYING NORTH OF THE COUNTY ROAD AND CONSTRUCTED ACROSS SAID LOT 3, AND MORE PARTICULARLY DESCRIBED ON LEASE, AND ALL INTERST UNDERLYING E 18TH ST, CITY OF GREELEY, CO  | 3190029             |
| 60328        | PIERCE, EDWARD WILLIAM AND JONE M                | MATRIX ENERGY, LLC | 07/08/02   | TOWNSHIP 5 NORTH, RANGE 65 WEST OF THE 6TH PM SECTION 10 THAT PART OF LOTS 3 AND 6 OF THE UNION COLONY OF COLORADO LOCATED IN THE SESE MORE PARTICULARLY DESCRIBED IN WD DTD 6/1/90 REC.2216054, AND ALL INTEREST OF LESSOR UNDERLYING E 18TH ST, CITY OF GREELEY, CO  | 3008047             |
| 60329        | CARRASCO, RAUL, ET AL                            | MATRIX ENERGY, LLC | 07/08/02   | TOWNSHIP 5 NORTH, RANGE 65 WEST OF THE 6TH PM SECTION 10 THAT PART OF LOTS 3 & 4 OF THE UCC LOCATED IN THE SESE MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING IN THE SW CORNER OF THE SESE OF SEC. 10 AND ASSUMING THE W LINE OF THE SESE TO BEAR N00°05'11" W AND WITH ALL OTHER BEARINGS CONTAINED HEREIN RELATIVE THERETO. THENCE N00°05'11" W ALONG THE W LINE OF THE SESE A DISTANCE OF 648.08 FEET. THENCE N89°01'10" E A DISTANCE OF 144.34 FEET TO THE TRUE POINT OF BEGINNING. THENCE N89°01'10" E A DISTANCE OF 303.45 FEET. THENCE N00°08'45" W A DISTANCE OF 102.77 FEET TO THE SOUTHERLY BOUNDARY OF THE CNTY ROAD. THEN N65°43'44" W ALONG SAID STILLY BNDRY OF THE COUNTY ROAD, A DISTANCE OF 328.16 FEET. THENCE S00°57'45" W A DISTNCE OF 242.88 FEET TO THE TRUE POINT OF BEG. AND ALL INTEREST OF LESSOR UNDERLYING E 18TH ST, CITY OF GREELEY, CO. | 3102771             |
| 60330        | DILL, TERRY LEE AND SHARON ANN, HUSBAND AND WIFE | MATRIX ENERGY, LLC | 12/07/02   | TOWNSHIP 5 NORTH, RANGE 65 WEST OF THE 6TH PM SECTION 10 THAT PART OF LOT 4 OF THE UCC LOCATED IN SESE MORE PARTICULARLY DESCRIBED IN WD DTD 5/6/85 REC. 2008654, AND ALL INTEREST OF LESSOR UNDERLYING E 18TH ST, CITY OF GREELEY, CO.  | 3025889             |
| 60331        | DONE E AND FERN L PARROTT TRUST                  | MATRIX ENERGY, LLC | 07/08/02   | TOWNSHIP 5 NORTH, RANGE 65 WEST OF THE 6TH PM SECTION 10 THAT PART OF LOT 4 OF THE UCC LOCATED IN THE SESE MORE PARTICULARLY DESCRIBED AS: BEGNG AT THE SW CORNER OF LOT 4 OF SESE AND CONSIDERING THE W LINE OF LOT 4 TO BEAR N00°05'11" WITH ALL BEARINGS HEREIN RELATIVE THERETO. THENCE N89°01'10" E, 145.08 FT ALONG THE S LINE OF LOT 4 TO A 1/2" STEEL PIPE. THENCE N00°47'17" 242.4 FT TO A 1/2" STEEL PIN ON THE S ROW LINE OF EAST 18TH ST. THENCE N64°00'23" W ALONG SAID S ROW, 165.73 FEET TO A PT ON THE W LINE OF LOT 4. THENCE S00°05'11" E, 317.49 FT TO THE PT OF BEG. AND ALL INTEREST OF LESSOR UNDERLYING E 18TH STREET, CTY OF GREELEY, CO   | 3594360             |

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| BW/Lease No. | Lessor/Grantor                 | Lessee/Grantee          | Lease date | Lease description   | Recording Reference |
|--------------|--------------------------------|-------------------------|------------|---|---------------------|
| 60332        | SMITH, ALLAN W                 | FRONT RANGE OIL AND GAS | 09/02/65   | IN SO FAR AND ONLY IN SO FAR AS THE LEASE COVERS THE FOLLOWING TOWNSHIP 5 NORTH, RANGE 65 WEST OF THE 6TH PM SECTION 10 PART OF THE SE  | 2023589             |
| 60333        | MEYER, JUDITH A                | MATRIX ENERGY, LLC      | 06/17/04   | TOWNSHIP 5 NORTH, RANGE 65 WEST OF THE 6TH PM SECTION 10 THAT PART OF THE NESE MORE PARTICULARLY DESCRIBED IN WARRANTY DEED DATED 11/23/71, RECORDED AT BOOK 658, RECEPTION NO 1579754  | 3224160             |
| 60334        | STANLEY, JAMES D AND SUZANNE R | MATRIX ENERGY, LLC      | 04/26/05   | TOWNSHIP 5 NORTH, RANGE 65 WEST OF THE 6TH PM SECTION 10 TRACT OF LAND IN THE SE DESCRIBED AS FOLLOWS. PART OF THE NESE BEGINNING AT N89°53'W 386' FROM THE NE CORNER, THENCE S0°26'E 700 FEET, N89°54'W 102.78 FEET, N0°03'E 700 FEET, S89°53'E 9.6 FEET TO POINT OF BEGINNING   | 3287256             |
| 60335        | NELSON, MATT AND SARAH         | MATRIX ENERGY, LLC      | 01/15/04   | TOWNSHIP 5 NORTH, RANGE 65 WEST OF THE 6TH PM SECTION 10: PART OF NESE DESCRIBED AS LOT B, RECORDED EXEMPTION RE-1553   | 3190027             |
| 60336        | KALLSEN, MATTHEW AND NANCY     | MATRIX ENERGY, LLC      | 06/17/04   | TOWNSHIP 5 NORTH, RANGE 65 WEST OF THE 6TH PM SECTION 10: PART OF NESE DESCRIBED AS LOT A, RECORDED EXEMPTION RE-1553   | 3228669             |
| 60337        | LIGHTSEY, PAUL A AND CAROL L   | MATRIX ENERGY, LLC      | 06/17/04   | TOWNSHIP 5 NORTH, RANGE 65 WEST OF THE 6TH PM SECTION 10: A TRACT OF LAND IN THE NESE, WITH THE BEGINNING POINT ON THE NORTH LINE OF SE SAID POINT BEING NE CORNER OF TRACK DESCRIBED IN DEED BOOK 73, PAGE 384, S89°58'E 178.03 FEET, S0°17'W 1318.57 FEET, N89°50'W 178.03 FEET, N0°17'E 1318.43 FEET TO POINT OF BEGINNING | 3223950             |
| 60338 01     | TREIBER, ALVIN AND FLORENCE    | MATRIX ENERGY, LLC      | 04/13/04   | TOWNSHIP 5 NORTH, RANGE 65 WEST OF THE 6TH PM SECTION 10: EAST 30 ACRES OF THE NESE   | 3190018             |
| 60338 02     | SNYDER, SHARON                 | MATRIX ENERGY, LLC      | 01/10/05   | TOWNSHIP 5 NORTH, RANGE 65 WEST OF THE 6TH PM SECTION 10: EAST 30 ACRES OF THE NESE   | 3266547             |
| 60338 03     | WARE, BONNIE C                 | MATRIX ENERGY, LLC      | 01/10/05   | TOWNSHIP 5 NORTH, RANGE 65 WEST OF THE 6TH PM SECTION 10: EAST 30 ACRES OF THE NESE   | 3266548             |
| 60338 04     | SHEPHERD, BETTY                | MATRIX ENERGY, LLC      | 12/16/04   | TOWNSHIP 5 NORTH, RANGE 65 WEST OF THE 6TH PM SECTION 10: EAST 30 ACRES OF THE NESE   | 3266549             |

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| BW Lease No. | Lessor/Grantor                                      | Lessee/Grantee                         | Lease date | Lease description   | Recording Reference |
|--------------|---|--|------------|---|---------------------|
| 60338 05     | JOHN D STEPHENSON FAMILY TRUST                      | MATRIX ENERGY, LLC                     | 01/07/05   | TOWNSHIP 5 NORTH, RANGE 65 WEST OF THE 6TH PM SECTION 10: EAST 30 ACRES OF THE NESE   | 3273469             |
| 60338 06     | HUNT, MARILYN R                                     | MATRIX ENERGY, LLC                     | 03/28/05   | TOWNSHIP 5 NORTH, RANGE 65 WEST OF THE 6TH PM SECTION 10: EAST 30 ACRES OF THE NESE   | 3287257             |
| 60338 07     | KENNEDY, LUCILLE R                                  | MATRIX ENERGY, LLC                     | 01/25/07   | TOWNSHIP 5 NORTH, RANGE 65 WEST OF THE 6TH PM SECTION 10: EAST 30 ACRES OF THE NESE   | 3455699             |
| 60338 08     | ROGERS, H WAINFIELD, ESTATE OF BY PR GARTH W ROGERS | MATRIX ENERGY, LLC                     | 08/26/08   | TOWNSHIP 5 NORTH, RANGE 65 WEST OF THE 6TH PM SECTION 10: EAST 30 ACRES OF THE NESE   | 3579395             |
| 60338 09     | ROGERS, ANTHONY S                                   | MATRIX ENERGY, LLC                     | 01/25/07   | TOWNSHIP 5 NORTH, RANGE 65 WEST OF THE 6TH PM SECTION 10: EAST 30 ACRES OF THE NESE   | 3478115             |
| 60338 10     | ANDERSEN, JOAN                                      | MATRIX ENERGY, LLC                     | 01/25/07   | TOWNSHIP 5 NORTH, RANGE 65 WEST OF THE 6TH PM SECTION 10: EAST 30 ACRES OF THE NESE   | 3455691             |
| 60338 11     | LAMBERT, JAMES D                                    | MATRIX ENERGY, LLC                     | 03/28/07   | TOWNSHIP 5 NORTH, RANGE 65 WEST OF THE 6TH PM SECTION 10: EAST 30 ACRES OF THE NESE   | 3475929             |
| 60338 12     | LAMBERT, PAUL A                                     | MATRIX ENERGY, LLC                     | 03/30/07   | TOWNSHIP 5 NORTH, RANGE 65 WEST OF THE 6TH PM SECTION 10: EAST 30 ACRES OF THE NESE   | 3630149             |
| 60338 14     | ROGERS, RICHARD                                     | BAYSWATER EXPLORATION & PRODUCTION LLC | 01/30/15   | T5N, R65W, 6TH PM SEC 10: E 30 ACRES OF NENE  | 4149261             |
| 60361 01     | DUJELL BROTHERS, INC                                | MATRIX ENERGY, LLC                     | 10/29/08   | TOWNSHIP 5 NORTH, RANGE 65 WEST OF THE 6TH PM SECTION 10: THAT PART OF THE SESE DESCRIBED AS LOT B OF RECORDED EXEMPTION NO. 0961-10-4-RE385 PER PLAT THEREOF, RECORDED AT BOOK 866, RECEIPTION NO. 1788275, LOT A OF RECORDED EXEMPTION NO. 0961-10-4-RE1330 PER PLAT THEREOF, RECORDED AT BOOK 1288, RECEIPTION NO. 2239268, THAT PART OF THE SESE OF SECTION 10 AND THE NENE OF SECTION 15 DESCRIBED AS LOTS A AND B OF RECORDED EXEMPTION NO. 0961-15-1-RE2049 PER PLAT THEREOF, RECORDED AT BOOK 1621, RECEIPTION NO. 2563297. | 3586868             |

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| BW Lease No. | Lessor/Grantor                  | Lessee/Grantee                         | Lease date | Lease description   | Recording Reference |
|--------------|---------------------------------|--|------------|---|---------------------|
| 60351 02     | CLIFT, CLIFFORD W, JR, ET UX    | MATRIX ENERGY, LLC                     | 09/19/00   | TOWNSHIP 5 NORTH, RANGE 65 WEST OF THE 6TH P.M. SECTION 15. PART OF THE NENE, DESCRIBED AS LOT A RECORDED EXEMPTION (RE) 2049   | 2803884             |
| 60351 03     | CARLSON, CORWMN L, ET UX        | MATRIX ENERGY, LLC                     | 09/19/00   | TOWNSHIP 5 NORTH, RANGE 65 WEST OF THE 6TH P.M. SECTION 15. PART OF THE NENE, DESCRIBED AS LOT B RECORDED EXEMPTION (RE) 2049   | 2803883             |
| 60351 04     | CLIFT, CLIFFORD W, JR, ET UX    | MATRIX ENERGY, LLC                     | 06/27/01   | TOWNSHIP 5 NORTH, RANGE 65 WEST OF THE 6TH P.M. SECTION 10: PART OF THE SESE DESCRIBED AS LOT A OF RECORDED EXEMPTION NO.0961-15-1-RE 2049, RECORDED IN BOOK 1621 AT RECEPTION NO.2563297   | 2936751             |
| 60351 05     | KRAMER, STEVE, ET AL            | MATRIX ENERGY, LLC                     | 03/29/13   | TOWNSHIP 5 NORTH, RANGE 65 WEST OF THE 6TH PM SECTION 10: THAT PART OF THE SESE DESCRIBED AS LOT B OF RECORDED EXEMPTION NO.0961-10-4-RE385 PER PLAT THEREOG, RECORDED AT BOOK 866, REC. 1788275, AND ALL INTEREST OF LESSOR UNDERLYING E 18TH ST, CITY OF GREELEY, CO.   | 3926702             |
| 60352        | WILLIAMS FARM PARTNERSHIP, LLLP | MATRIX ENERGY, LLC                     | 09/12/00   | TOWNSHIP 5 NORTH, RANGE 65 WEST OF THE 6TH P.M. SECTION 15: LOT 1 OF THE NWNE; LOT 2 OF THE NWNE NORTH OF STATE HWY 34 AND EAST OF THE GREELEY IRRIGATION CANAL; PART OF LOT 2 OF THE NENE DESCRIBED AS FOLLOWS: BEGINNING AT A POINT S89°51'W 1157.67' FROM SOUTHEAST CORNER OF NENE, N0°25'E 307.95', S89°51'W 161.61', SOUTH TO SOUTH LINE OF LOT 2, EAST TO BEGINNING | 2803882             |
| 60353        | SCHNEPF, ROBERT K, ET UX        | MATRIX ENERGY, LLC                     | 09/12/00   | TOWNSHIP 5 NORTH, RANGE 65 WEST OF THE 6TH P.M. SECTION 15: LOT 2 OF THE NWNE SOUTH OF STATE HWY 34 AND EAST OF THE GREELEY IRRIGATION CANAL  | 2803881             |
| 60354        | WELD COUNTY                     | MATRIX ENERGY, LLC                     | 09/20/10   | TOWNSHIP 5 NORTH, RANGE 65 WEST OF THE 6TH P.M. SECTION 15: A STRIP OF LAND CROSSING LOT 2 OF THE NWNE, RECORDED AT BOOK 970, PAGE 396  | 3723160             |
| 60357        | FREL, DONALD AND CAROLE         | BAYSWATER EXPLORATION & PRODUCTION LLC | 09/10/14   | T5N, R65W, 6TH PM SEC 4: A TRACT OF LAND LOCATED IN LOT FOUR (4) OF THE NWSW, BEING MORE PARTICULARLY DESCRIBED IN EXHIBIT A OF THAT CERTAIN WARRANTY DEED RECORDED 10/30/2003 AT RECEPTION NO. 3121973.  | 4051244             |

EXHIBIT D - 47

| BW Lease No. | Lessor/Grantor                         | Lessee/Grantee                         | Lease date | Lease description   | Recording Reference                   |
|--------------|--|--|------------|---|---------------------------------------|
| 60358        | CITY OF GREELEY                        | BAYSWATER EXPLORATION & PRODUCTION LLC | 05/28/14   | TSN, R65W, 6TH PM SEC 4: A PARCEL OF LAND BEING ALL THE PROPERTY OWNED BY THE CITY OF GREELEY LOCATED SOUTH OF 8TH STREET AND IN THE W2 OF THE SW FURTHER DESCRIBED IN THE RECORDS OF WELD COUNTY, COLORADO AT THE FOLLOWING BOOK OR RECEIPTION NUMBERS: BOOK 123 RECEIPTION NO. 333 RECEPTION NO. 1473137 RECEPTION NO. 2359108 RECEPTION NO. 1934046  | 4017143                               |
| 60359        | OGLIVY IRRIGATION & LAND COMPANY       | BAYSWATER EXPLORATION & PRODUCTION LLC | 03/23/10   | TSN, R65W, 6TH PM SEC 4: PART OF LOT 4 OF THE SW BEGINNING 270' NORTH OF THE SW CORNER, N 400', E 217', S 400', W 217' TO POINT OF BEGINNING WHICH LEASE IS RECORDED AT RECEIPTION NO. 3693001 AND EXTENSION IS RECORDED AT 3915694 OF THE RECORDS OF WELD COUNTY, CO.  | 3693001<br>3915694 EXT<br>3992881 EXT |
| 60360 01     | MADISON CAPITAL ENERGY INCOME FUND III | BAYSWATER EXPLORATION & PRODUCTION LLC | 08/14/13   | TSN, R65W, 6TH PM TR 1 SEC 4, LOT 3 OF THE NESW LYING SOUTH OF STATE HIGHWAY 263 AND EAST OF THE SUGAR FACTORY ROAD TR 2 SEC 4, LOT 4 OF THE NESW LYING SOUTH OF STATE HIGHWAY 263 TR 3 SEC 4, LOT 2 OF THE SESW LYING EAST OF THE SUGAR FACTORY ROAD TR 4 SEC 4, LOT 3 OF THE SESW LYING EAST OF THE SUGAR FACTORY ROAD AND WEST OF THE POUFRE RIVER TR 5 SEC 4: A SMALL TRACT OF LAND LYING IN THE NE CORNER OF LOT 4 OF THE SESW | 3963589                               |
| 60360 02     | SPICEWOOD PROPERTIES LLC               | BAYSWATER EXPLORATION & PRODUCTION LLC | 08/14/13   | TSN, R65W, 6TH PM TR 1 SEC 4, LOT 3 OF THE NESW LYING SOUTH OF STATE HIGHWAY 263 AND EAST OF THE SUGAR FACTORY ROAD TR 2 SEC 4, LOT 4 OF THE NESW LYING SOUTH OF STATE HIGHWAY 263 TR 3 SEC 4, LOT 2 OF THE SESW LYING EAST OF THE SUGAR FACTORY ROAD TR 4 SEC 4, LOT 3 OF THE SESW LYING EAST OF THE SUGAR FACTORY ROAD AND WEST OF THE POUFRE RIVER TR 5 SEC 4: A SMALL TRACT OF LAND LYING IN THE NE CORNER OF LOT 4 OF THE SESW | 3963590                               |
| 60360 03     | SCHUBBACH, LARRY                       | BAYSWATER EXPLORATION & PRODUCTION LLC | 07/29/13   | TSN, R65W, 6TH PM SEC 4: PORTIONS OF THE S2SW FURTHER DESCRIBED IN THE LEASE  | 3959765                               |
| 60364        | BIG R OF GREELEY BY ROBERT FRANCIS     | MATRIX                                 | 03/23/10   | TSN, R65W, 6TH PM SEC 4, LOT 2 OF THE NWSW  | 3694214<br>3915688 EXT<br>3992042 EXT |

EXHIBIT D - 48

| BW Lease No. | Lessor/Grantor             | Lessee/Grantee     | Lease date | Lease description  | Recording Reference                    |
|--------------|----------------------------|--------------------|------------|--|--|
| 60365        | FRANCIS, ROBERT            | MATRIX ENERGY LLC  | 03/23/10   | TSN, R65W, 6TH PM<br>SEC 4, LOT 2 AND PART OF LOT 3 BEGINNING AT SE CORNER OF ELLIS & CARR TRACK NORTH TO NE CORNER OF SAID TRACK, S 89 DEGREES 32' EAST 30.02', SOUTH 2 DEGREES 28' EAST 37.1' TO NORTH R/W LINE STATE HIGHWAY 263, WEST ON NORTH R/W 30.17' TO BEGINNING   | 34425643<br>3915689 EXT<br>3992041 EXT |
| 60366        | PLAINS MARKETING LP        | MATRIX ENERGY LLC  | 01/15/14   | TSN, R65W, 6TH PM<br>SEC 4, LOTS 1 AND 2 OF BLOCK 1 OF PLAINS MARKETING MINOR.   | 3992040                                |
| 60367 01     | JST GREELEY LLC            | MATRIX ENERGY LLC  | 03/24/10   | TSN, T65W, 6TH PM<br>SEC 4, A TRACT OF LAND BEING PARTS OF LOT 3 OF THE NESW AND LOT 2 OF THE SESW ACCORDING TO THE SUBDIVISION OF LAND BY UNION COLONY OF COLORADO BEING MORE PARTICULARLY DESCRIBED AT BOOK 1359 REC NO. 2311373   | 3692999<br>3915685 EXT<br>3993209 EXT  |
| 60368 01     | BRACK, KENNETH AND WILLIAM | MATRIX ENERGY LLC  | 08/02/13   | TSN, R65W, 6TH PM<br>SEC 4, Part Lot 3 NE/4SW/4, Lot 2 SE/4SW/4 more particularly described as follows:<br>Considering the west line of Section 4 to bear south 01°46'30" west with all bearings contained herein relative thereto. Beginning at the northwest corner of said Section, thence along the west line of said Section south 01°46'30" west 4,124.93 feet to the south right-of-way line of Colorado State Highway Number 263; thence along said south right-of-way line the following three courses: North 87°45'07" east 259.85 feet to the beginning of a curve concave to the south having a central angle of 04°39'00" and a radius of 7,690.00 feet; thence easterly along the arc of said curve 623.29 feet to the end of said curve; thence north 83° 06'07" east 571.31 feet; thence south 06°53'53" east 175.95 feet to the TRUE POINT OF BEGINNING; thence continuing south 06°53'53" east 35.00 feet; thence north 83°-18'00" east 205.32 feet to the westerly line of Sugar Factory Road; thence along said westerly line the following two courses: North 25°28'54" east 33.60 feet; thence north 11°37'30" east 6.91 feet; thence south 83°-18'00" west 225.51 feet more or less to the TRUE POINT OF BEGINNING AND ALSO Lot B of Subdivision Exemption No. 205; recorded in Book 1014, Reception No. 01949056 | 3987452                                |
| 60369 01     | BECK, MARTHA C             | Matrix Energy, LLC | 03/23/10   | TSN, R65W, 6TH PM<br>SEC 4, A TRACT OF LAND BEING A PART OF THESE LOTS, LOT 3 AND 4 OF THE NWSW, LOTS 1 AND 2 OF THE SWSW ACCORDING TO THE SUBDIVISION OF LAND BY THE UNION COLONY OF COLORADO AND BEING MORE PARTICULARLY DESCRIBED IN BOOK 658, REC NO. 157573; ALSO DESCRIBED AS LOT 2 OF THE MINOR SUBDIVISION (B), NO. 0961-4-3 RECORDED IN BOOK 678, PAGE 1599948  | 3694216<br>3915687<br>4003163          |

EXHIBIT D - 49

| BW Lease No. | Lessor/Grantor          | Lessee/Grantee                         | Lease date | Lease description   | Recording Reference                   |
|--------------|-------------------------|--|------------|---|---------------------------------------|
| 60370.01     | GEHRING, HARVEY WILLIAM | BAYSWATER EXPLORATION & PRODUCTION LLC | 07/29/13   | T5N, R65W, 6TH PM SEC 4: PARCEL IN LOT 3 OF THE NMSW ACCORDING TO THE SUBDIVISION OF LANDS BY THE UNION COLONY OF COLORADO. FURTHER DESCRIBED ALL THAT PORTION OF LOT 3 OF THE NMSW LYING WEST OF THE HILLS AND CAPP COMMERCIAL TRACT AND NORTH OF EAST 8TH STREET.   | 3959767                               |
| 60371.01     | TAYLOR, DIANA           | BAYSWATER EXPLORATION & PRODUCTION LLC | 07/29/13   | T5N, R65W, 6TH PM SEC 4: THE EAST 210' OF THE NORTH 190' OF LOT 1 OF THE NESW ACCORDING TO THE SUBDIVISION OF LANDS BY THE UNION COLONY OF COLORADO   | 3979453                               |
| 60372.01     | JLC RENTALS COMPANY     | BAYSWATER EXPLORATION & PRODUCTION LLC | 03/26/10   | T5N, R65W, 6TH PM SEC 4: LOT A OF RECORDED EXEMPTION NO. 0961-4-3-RE158 RECORDED IN BOOK 732, REC NO. 1653603   | 3693003<br>3915686 EXT<br>3992880 EXT |
| 60373.01     | HOFFMAN, JOY            | BAYSWATER EXPLORATION & PRODUCTION LLC | 08/17/13   | T5N, R65W, 6TH PM SEC 4: PART OF LOT 4 OF THE NESW ACCORDING TO THE SUBDIVISION OF LANDS BY THE UNION COLONY OF COLORADO DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON THE EAST LINE OF THE SW WHENCE THE NE CORNER OF SAID SW BEARS NORTH 01 DEGREES 15' EAST 696.25 FEET; THENCE SOUTH 87 DEGREES 30' WEST 197 FEET; THENCE SOUTH 02 DEGREES 05' WEST 300 FEET TO A POINT ON THE NORTH ROW LINE OF STATE HIGHWAY NO. 263; THENCE ALONG SAID ROW, ALONG THE ARC OF A CURVE TO THE RIGHT, THE RADIUS OF WHICH IS 6,916 FEET A DISTANCE OF 84 FEET; THENCE NORTH 59 DEGREES 54' EAST 133 FEET; THENCE EAST 30 FEET TO A POINT ON THE EAST LINE OF SAID SW; THENCE NORTH 01 DEGREES 15' EAST, 239.15 FEET TO THE POINT OF BEGINNING | 3979800                               |
| 60374        | PETTY, RUAM             | MATRIX ENERGY, LLC                     | 05/28/13   | T4N 5 NORTH, R65 WEST, 6TH PM SEC 4: LOT 1 OF THE NMSW  | 3948776                               |
| 60375        | ADAMS, CLAY             | BAYSWATER EXPLORATION & PRODUCTION LLC | 01/21/15   | T5N, R65W, 6TH PM SEC 9: THAT PART OF LOT 3 OF THE NW, SW ACCORDING TO THE SUBDIVISION LANDS BY THE UNION COLONY OF COLORADO COUNTY OF WELD, STATE OF CO DESCRIBED AS FOLLOWS: BEGINNING AT THE NE CORNER OF SAID LOT 3, THENCE SOUTH ON THE NORTH LINE OF SAID LOT 3, A DISTANCE OF 100 FEET; THENCE SOUTH ON A LINE PARALLEL TO THE EAST LINE OF SAID LOT 3, A DISTANCE OF 190 FEET; THENCE EAST ON A LINE PARALLEL TO THE NORTH LINE OF SAID LOT 3, A DISTANCE OF 100 FEET TO THE EAST LINE OF SAID LOT 3, THENCE NORTH ON THE EAST LINE OF SAID LOT 3, A DISTANCE OF 190 FEET TO THE POINT OF BEGINNING. 814 EAST 16TH STREET, GREELEY CO 80631   | 4077774                               |

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| BW Lease No. | Lessor/Grantor                     | Lessee/Grantee                         | Lease date | Lease description  | Recording Reference |
|--------------|------------------------------------|--|------------|--|---------------------|
| 60376        | MILLER, KELLI N. & DODDSON, PAUL A | BAYSWATER EXPLORATION & PRODUCTION LLC | 01/23/15   | T5N, R65W, 6TH PM<br>SEC 9. ALL THAT PART OF LOT 3 OF THE NWSE ACCORDING TO THE SUBDIVISION LANDS BY THE UNION COLONY OF COLORADO COUNTY OF WELD STATE OF CO DESCRIBED AS FOLLOWS:<br><br>BEGINNING AT A POINT 30 FEET SOUTH AND 100 FEET WEST OF THE NE CORNER OF SAID LOT 3; THENCE SOUTH PARALLEL WITH THE EAST LINE OF SAID LOT 3 3 170 FEET; THENCE WEST PARALLEL WITH THE NORTH LINE OF SAID LOT 3 75 FEET; THENCE NORTH PARALLEL WITH THE EAST LINE OF SAID LOT 3 3,170 FEET; THENCE EAST PARALLEL WITH THE NORTH LINE<br><br>AKA 806 EAST 16TH STREET, GREELEY, CO 80631 | 4082492             |
| 60377        | GLOVER, RONALD & KORINA            | BAYSWATER EXPLORATION & PRODUCTION LLC | 01/29/15   | T5N, R65W, 6TH PM<br>SEC 10 LOT 12 FIRST ADDITION TO RAINBOW ACRES COUNTY OF WELD STATE OF CO<br><br>AKA 1622 ELDER AVE., GREELEY, CO 80631  | 4087630             |
| 60378        | WEST, DELBERT E                    | BAYSWATER EXPLORATION & PRODUCTION LLC | 01/26/15   | T5N, R65W, 6TH PM<br>SEC 10. A TRACT OF LAND LOCATED IN THE SW MORE PARTICULARLY DESCRIBED AS LOT 3 OF KEEMG SUBDIVISION, CITY OF GREELEY, CO AS REFERENCED IN THE WARRANTY DEED RECORDED AT RECEPTION NO. 2425002 IN THE WELD COUNTY CLERK AND RECORDERS OFFICE<br><br>AKA 1550 E 18TH STREET, GREELEY CO 80631   | 4080780             |
| 60379        | SALAZAR, JOSE JR                   | BAYSWATER EXPLORATION & PRODUCTION LLC | 01/12/15   | T6N, R65W, 6TH PM<br>SEC 29. A TRACT OF LAND IN THE S2SE MORE PARTICULARLY DESCRIBED IN EXHIBIT A OF THAT WARRANTY DEED FILED AT RECEPTION NO. 3757898 IN THE PUBLIC RECORDS OF WELD COUNTY CO<br><br>AKA 251 O STREET, GREELEY, CO 80631  | 4078449             |

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| BW Lease No. | Lessor/Grantor                 | Lessee/Grantee                         | Lease date | Lease description  | Recording Reference |
|--------------|--------------------------------|--|------------|--|---------------------|
| 60380 01     | HARSH, LANUS LEE               | BAYSWATER EXPLORATION & PRODUCTION LLC | 02/27/15   | TSN, R65W, 6TH PM SEC 16, E2W2NWNNE REFERENCED IN WARRANTY DEED RECORDED AT RECEPTION NO. 2349710 IN THE WELD COUNTY CO CLERK AND RECORDERS OFFICE   | 4089173             |
| 60380 02     | J KENNETH HARSH TRUST          | BAYSWATER EXPLORATION & PRODUCTION LLC | 02/11/15   | TSN, R65W, 6TH PM SEC 16, E2W2NWNNE REFERENCED IN THE QUIT CLAIM DEED RECORDED AT RECEPTION NO. 1897222 IN THE WELD COUNTY CO CLERK AND RECORDERS OFFICE   | 4091306             |
| 60380 03     | BAUSTERT, GREG                 | BAYSWATER EXPLORATION & PRODUCTION LLC | 01/22/15   | TSN, R65W, 6TH PM SEC 16, A TRACT OF LAND IN THE NWNE MORE PARTICULARLY DESCRIBED AS LOT 15, BLOCK 1, BALSAM VILLAGE A SUBDIVISION IN THE CITY OF GREELEY, CO REFERENCED IN THE SPECIAL WARRANTY DEED RECORDED AT RECEPTION NO. 3912714 IN THE WELD COUNTY CLERK AND RECORDERS OFFICE/CAKA 2038 BUCKEYE AVENUE, GREELEY. | 4080161             |
| 60380 04     | KIRKHAM, CALVIN D. & DEBORAH J | BAYSWATER EXPLORATION & PRODUCTION LLC | 01/22/15   | TSN, R65W, 6TH PM SEC 16, A TRACT OF LAND IN THE NWNE MORE PARTICULARLY DESCRIBED AS LOT 12, BLOCK 2 BALSAM VILLAGE SUBDIVISION IN THE CITY OF GREELEY CO REFERENCED IN THE WARRANTY DEED RECORDED AT RECEPTION NO. 3194345 IN THE WELD COUNTY CLERK AND RECORDERS OFFICE<br>AKA 2049 BUCKEYE AVENUE, GREELEY CO 80631   | 4080162             |
| 60380 05     | SEELHOFF, FRED A & KELLY M     | BAYSWATER EXPLORATION & PRODUCTION LLC | 01/22/15   | TSN, R65W, 6TH PM SEC 16, A TRACT OF LAND IN THE NWNE MORE PARTICULARLY DESCRIBED AS LOT 22, BLOCK 2, BALSAM VILLAGE A SUBDIVISION IN THE CITY OF GREELEY, CO REFERENCED IN THE WARRANTY DEED RECORDED AT RECEPTION NO. 3111257 WELD COUNTY CO<br>AKA 2012 BALSAM AVENUE, GREELEY, CO 80631                              | 4149262             |

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| BW Lease No. | Lessor/Grantor                               | Lessee/Grantee                         | Lease date | Lease description  | Recording Reference |
|--------------|--|--|------------|--|---------------------|
| 60504        | CASTILLO, MANUEL                             | BAYSWATER EXPLORATION & PRODUCTION LLC | 05/06/15   | TSN, R65W, 6TH PM SEC 16, LOT 9, BLOCK 2, WEDGEWOOD P.U.D. CITY OF GREELEY, COUNTY OF WELD, COLORADO   | 4110274             |
| 60505        | MALTOS, JERRY & CAROLYN R.                   | BAYSWATER EXPLORATION & PRODUCTION LLC | 05/06/15   | TSN, R65W, 6TH P.M. SEC 16, LOT 8, BLOCK 1, WEDGEWOOD P.U.D. CITY OF GREELEY, COUNTY OF WELD, COLORADO AKA & NUMBERED AS: 2115 WEDGEWOOD CT., GREELEY, CO 80631  | 4109861             |
| 60506        | CHERVENAK, CHRISTIE                          | BAYSWATER EXPLORATION & PRODUCTION LLC | 05/06/15   | TSN, R65W, 6TH PM SEC 16, LOT 3, BLOCK 4, WEDGEWOOD P.U.D. CITY OF GREELEY, COUNTY OF WELD, COLORADO<br>CONTAINING 0.1361 ACRES MORE OR LESS   | 4108293             |
| 60507        | CUNNINGHAM, CHRISTIE L.                      | BAYSWATER EXPLORATION & PRODUCTION LLC | 05/06/15   | TSN, 65W, 6TH PM SEC 16, LOT 9, BLOCK 7, PARKVIEW SOUTH, A SUBDIVISION OF THE CITY OF GREELEY, COUNTY OF WELD COLORADO<br>CONTAINING 1.1412 ACRES MORE OR LESS   | 4109853             |
| 60508        | SOLIS, JESSIE                                | BAYSWATER EXPLORATION & PRODUCTION     | 05/06/15   | TSN, R65W, 6TH PM SEC 16, LOT 5, BLOCK 4, WEDGEWOOD P.U.D. CITY OF GREELEY, COUNTY OF WELD, COLORADO<br>AKA STREET AND NUMBERED 2121 WEDGEWOOD DR., GREELEY CO 80631<br>CONTAINING 0.1618 ACRES MORE OR LESS | 4110275             |
| 60509.01     | PASCUAL, ANGELA MANUEL<br>FKA ANGELA FERNADO | BAYSWATER EXPLORATION & PRODUCTION LLC | 05/06/15   | TSN, R65W, 6TH PM SEC 16, LOT 3, BLOCK 8, PARKVIEW, A SUBDIVISION OF THE CITY OF GREELEY, COUNTY OF WELD, COLORADO<br>AKA 511 E 22ND ST., GREELEY CO 80631<br>CONTAINING 0.1478 ACRES MORE OR LESS           | 4110548             |

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| BW Lease No. | Lessor/Grantor  | Lessee/Grantee                         | Lease date | Lease description   | Recording Reference |
|--------------|---|--|------------|---|---------------------|
| 60510        | CACHE BANK & TRUSTAS TRUSTEE FOR RAYMOND A BEECHER TR | BAYSWATER EXPLORATION & PRODUCTION LLC | 05/06/15   | TSN, R65W, 6TH PM SEC 16, LOT 21, BLOCK 6, WEDGEWOOD P U.D., CITY OF GREELEY, COUNTY OF WELD, COLORADO AKA 2042 WEDGEWOOD DR., GREELEY, CO 80631 CONTAINING 0.1031 ACRES MORE OR LESS | 41098303            |
| 60511        | EVANS, MICHAEL LEE                                    | BAYSWATER EXPLORATION & PRODUCTION LLC | 05/06/15   | TSN, R65W, 6TH PM SEC 16, LOT 2, BLOCK 3, WEDGEWOOD P U.D., CITY OF GREELEY, COUNTY OF WELD, COLORADO AKA 2040 WEDGEWOOD CT., GREELEY, CO 80631 CONTAINING 0.2363 ACRES MORE OR LESS  | 4109859             |
| 60513        | DOC2 LIVING TRUST                                     | BAYSWATER EXPLORATION & PRODUCTION LLC | 05/06/15   | TSN, R65W, 6TH PM SEC 16, LOT 10 BLOCK 3, WEDGEWOOD P U.D, CITY OF GREELEY, WELD COUNTY, CO AKA 2003 WEDGEWOOD DR., GREELEY, CO 80631 CONTAINING 0.1051 ACRES MORE OR LESS            | 4109856             |
| 60514 01     | MARTINEZ, JUSTIN ARREOLA & TAYDE                      | BAYSWATER EXPLORATION & PRODUCTION LLC | 04/23/15   | T5M, R65W, 6TH PM SEC 16, LOT 1, BLOCK 1 OF THE BALSAM VILLAGE SUBDIVISION, GREELEY, CO PARCEL # 099116104001 CONTAINING 0.1400 ACRES MORE OR LESS                                    | 4107404             |
| 60515 01     | RAMIREZ, DELIA  | BAYSWATER EXPLORATION & PRODUCTION LLC | 04/23/15   | TSN, R65W, 6TH PM SEC 16, LOT 12, BLOCK 1 BALSAM VILLAGE SUBDIVISION, GREELEY, CO AKA 2026 BUCKEYE AVENUE, GREELEY, CO 80631 CONTAINING 0.1400 ACRES MORE OR LESS                     | 4109868             |
| 60516 01     | RAMIREZ, NOE DAVID & ROSARIO                          | BAYSWATER EXPLORATION & PRODUCTION LLC | 04/23/15   | TSN, R65W, 6TH PM SEC 16, LOT 3, BLOCK 2 OF BALSAM VILLAGE SUBDIVISION, GREELEY CO CONTAINING 0.1400 ACRES MORE OR LESS   | 4106641             |
| 60517 01     | BOWMAN, CHARLES                                       | BAYSWATER EXPLORATION & PRODUCTION LLC | 04/23/15   | TSN, R65W, 6TH PM SEC 16, LOT 11, BLOCK 1, BALSAM VILLAGE SUBDIVISION GREELEY CO AKA 2022 BUCKEYE AVENUE, GREELEY, CO 80631 CONTAINING 0.1400 ACRES MORE OR LESS                      | 4106969             |

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| BW Lease No. | Lessor/Grantor                   | Lessee/Grantee                         | Lease date | Lease description  | Recording Reference |
|--------------|----------------------------------|--|------------|--|---------------------|
| 60518 01     | DAV INVESTMENTS LLC              | BAYSWATER EXPLORATION & PRODUCTION     | 04/23/15   | T5N, R65W, 6TH PM SEC 16, LOT 10, BLOCK 1, BALSAM VILLAGE SUBDIVISION, GREELEY CO AKA 2018 BUCKEYE AVENUE, GREELEY, CO 80631 CONTAINING 0.1400 ACRES MORE OR LESS            | 4106645             |
| 60519 01     | GONZALEZ, VERONICA               | BAYSWATER EXPLORATION & PRODUCTION LLC | 05/06/15   | T5N, R65W, 6TH PM SEC 16, LOT 7, BLOCK 1 OF THE BALSAM VILLAGE SUBDIVISION, GREELEY, CO PARCEL # 096116104007/CONTAINING 1.1400 ACRES MORE OR LESS                           | 4109291             |
| 60520 01     | MCGRATH, JOSEPH                  | BAYSWATER EXPLORATION & PRODUCTION LLC | 04/23/15   | T5N, R65W, 6TH PM SEC 16, LOT 6, BLOCK 2, BALSAM VILLAGE GREELEY CO AKA 2025 BUCKEYE AVENUE, GREELEY CO 80631 CONTAINING 0.1400 ACRES MORE OR LESS                           | 4106646             |
| 60521        | PEREZ, RAMIRO                    | BAYSWATER EXPLORATION & PRODUCTION LLC | 05/06/15   | T5N, R65W, 6TH PM SEC 16, LOT 16, BLOCK 6, WEDGEWOOD P.U.D. CITY OF GREELEY, WELD COUNTY CO AKA 2106 WEDGEWOOD DRIVE, GREELEY, CO 80631 CONTAINING 0.2435 ACRES MORE OR LESS | 4109460             |
| 60522        | ACOSTA, PEDRO                    | BAYSWATER EXPLORATION & PRODUCTION LLC | 05/06/15   | T5N, R65W, 6TH PM SEC 16, LOT 22, BLOCK 6, WEDGEWOOD P.U.D. GREELEY, WELD COUNTY CO AKA 2038 WEDGEWOOD DR., GREELEY, CO 80631 CONTAINING 0.1031 ACRES MORE OR LESS           | 4112301             |
| 60523        | LUNBERRY, OLIVER W. JR & KATHY E | BAYSWATER EXPLORATION & PRODUCTION LLC | 05/06/15   | T5N, R65W, 6TH PM SEC 16, LOT 21, BLOCK 5, PARKVIEW SOUTH A SUBDIVISION GREELEY CO AKA 2422 APPLE AVE., GREELEY, CO 80631 CONTAINING 0.1383 ACRES MORE OR LESS               | 41113922            |
| 60524        | LARSON, MARK A & KAROLYNN S      | BAYSWATER EXPLORATION & PRODUCTION LLC | 05/06/15   | T5N, R65W, 6TH PM SEC 16, LOT 22, BLOCK 2, PARKVIEW SOUTH A SUBDIVISION GREELEY CO AKA 2511 BALSAM AVE., GREELEY CO 80631 CONTAINING 0.1693 ACRES MORE OR LESS               | 4111905             |

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| BW Lease No. | Lessor/Grantor                       | Lessee/Grantee                         | Lease date | Lease description   | Recording Reference |
|--------------|--------------------------------------|--|------------|---|---------------------|
| 60525        | GREGORIO, JOSHUA DAVID & CELESTINE N | BAYSWATER EXPLORATION & PRODUCTION LLC | 05/06/15   | TSN, R65W, 6TH PM SEC 16, LOT 2, BLOCK 7, PARKVIEW SOUTH A SUBDIVISION IN GREELEY CO AKA 2417 ALPINE AVE., GREELEY, CO 80631 CONTAINING 0.1406 ACRES MORE OR LESS | 4108477             |
| 60526        | ADAME, JOSE C. REY                   | BAYSWATER EXPLORATION & PRODUCTION LLC | 05/06/15   | TSN, R65W, 6TH PM SEC 16, BLOCK 5, PARKVIEW SOUTH A SUBDIVISION GREELEY CO AKA 2435 ARBOR AVE., GREELEY, CO 80631 CONTAINING 0.1374 ACRES MORE OR LESS            | 4108453             |
| 60527        | BEJARANO, ESTHER G.                  | BAYSWATER EXPLORATION & PRODUCTION LLC | 05/06/15   | TSN, R65W, 6TH PM SEC 16, LOT 13, BLOCK 2, WEDGEWOOD P.U.D, GREELEY, CO AKA 2025 WEDGEWOOD CT, GREELEY, CO 80631 CONTAINING 0.1469 ACRES MORE OR LESS             | 4113326             |
| 60528        | MOORE, CHARLOTTE ANN                 | BAYSWATER EXPLORATION & PRODUCTION LLC | 05/06/15   | TSN, R65W, 6TH PM SEC 16, LOT 10, BLOCK 4, WEDGEWOOD P.U.D, GREELEY CO AKA 2052 WEDGEWOOD CT, GREELEY, CO 80631 CONTAINING 0.1529 ACRES MORE OR LESS              | 4111908             |
| 60529        | 2414 ESTATE LLC                      | BAYSWATER EXPLORATION & PRODUCTION LLC | 05/06/15   | TSN, R65W, 6TH PM SEC 16, LOT 38, BLOCK 2 PARKVIEW SOUTH GREELEY CO AKA 2414 ARSEN AVE., GREELEY, CO 80631 CONTAINING 0.1450 ACRES MORE OR LESS                   | 4111907             |
| 60530        | WEDGEWOOD ESTATE 3 LLC               | BAYSWATER EXPLORATION & PRODUCTION LLC | 05/06/15   | TSN, R65W, 6TH PM SEC 16, LOT 14, BLOCK 3, WEDGEWOOD P.U.D, GREELEY CO AKA 2027 WEDGEWOOD DR, GREELEY, CO 80631 CONTAINING 0.1075 ACRES MORE OR LESS              | 4112300             |
| 60531        | WEDGEWOOD ESTATE 2 LLC               | BAYSWATER EXPLORATION & PRODUCTION LLC | 05/06/15   | TSN, R65W, 6TH PM SEC 16, LOT 6, BLOCK 4 WEDGEWOOD P.U.D, GREELEY CO AKA 2060 WEDGEWOOD CT, GREELEY, CO 80631 CONTAINING 0.1421 ACRES MORE OR LESS                | 4111909             |

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| BW Lease No. | Lessor/Grantor                  | Lessee/Grantee                         | Lease date | Lease description  | Recording Reference |
|--------------|---------------------------------|--|------------|--|---------------------|
| 60532        | SMART, SUSAN                    | BAYSWATER EXPLORATION & PRODUCTION LLC | 05/31/15   | TSN, R65W, 6TH PM SEC 16, LOT 19, BLOCK 6, PARKVIEW SOUTH, A SUBDIVISION GREELEY, CO AKA 2432 ALPINE AVENUE, GREELEY, CO 80631<br>CONTAINING 0.1373 ACRES MORE OR LESS | 4116660             |
| 60533        | SCHWINDT, DOUGLAS & DEBORAH JTS | BAYSWATER EXPLORATION & PRODUCTION LLC | 05/06/15   | TSN, R65W, 6TH PM SEC 16, LOT 11, BLOCK 1, WEDGEWOOD CT GREELEY CO AKA 2103 WEDGEWOOD CT., GREELEY, CO 80631<br>CONTAINING 0.1032 ACRES MORE OR LESS                   | 4114414             |
| 60534        | RIOJAS, DAVID GONZALES          | BAYSWATER EXPLORATION & PRODUCTION LLC | 05/06/15   | TSN, R65W, 6TH PM SEC 16, LOT 25, BLOCK 6, WEDGEWOOD P U D, GREELEY, CO AKA 2026 WEDGEWOOD DR, GREELEY, CO 80631<br>CONTAINING 0.1032 ACRES MORE OR LESS               | 4109373             |
| 60535        | PEREZ, ROBERTO                  | BAYSWATER EXPLORATION & PRODUCTION LLC | 05/06/15   | TSN, R65W, 6TH PM SEC 16, LOT 3, BLOCK 2, WEDGEWOOD P U D, GREELEY, CO AKA 2065 WEDGEWOOD CT., GREELEY CO 80631<br>CONTAINING 0.2367 ACRES MORE OR LESS                | 4109377             |
| 60536        | MEYER, LARRY R                  | BAYSWATER EXPLORATION & PRODUCTION LLC | 05/06/15   | TSN, R65W, 6TH PM SEC 16, LOT 3, BLOCK 5, WEDGEWOOD P U D, GREELEY, CO AKA 2161 WEDGEWOOD DR., GREELEY, CO 80631<br>CONTAINING 0.1028 ACRES MORE OR LESS               | 4107403             |
| 60537        | SALDANA, ALDO MARTINEZ          | BAYSWATER EXPLORATION & PRODUCTION LLC | 05/06/15   | TSN, R65W, 6TH PM SEC 16, LOT 19, BLOCK 6, WEDGEWOOD P U D, GREELEY, CO AKA 2060 WEDGEWOOD DR., GREELEY, CO 80631<br>CONTAINING 0.1030 ACRES MORE OR LESS              | 4109462             |
| 60538        | LUNN, STEPHEN L.                | BAYSWATER EXPLORATION & PRODUCTION LLC | 05/06/15   | TSN, R65W, 6TH PM SEC 16, LOT 7, BLOCK 7, PARKVIEW SOUTH A SUBDIVISION GREELEY, CO AKA 2437 ALPINE AVE, GREELEY, CO 80631<br>CONTAINING 0.1410 ACRES MORE OR LESS      | 4109459             |

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| BW Lease No. | Lessor/Grantor                    | Lessee/Grantee                         | Lease date | Lease description  | Recording Reference |
|--------------|-----------------------------------|--|------------|--|---------------------|
| 60539        | LAPCIEWICH, JAMES K. & SUSAN A    | BAYSWATER EXPLORATION & PRODUCTION LLC | 05/06/15   | T5N, R65W, 6TH PM SEC 16, LOT 1, BLOCK 4, WEDGEWOOD P.U.D. GREELEY, CO AKA 2072 WEDGEWOOD CT., GREELEY, CO 80631<br>CONTAINING 0.1426 ACRES MORE OR LESS       | 4114889             |
| 60540        | YARMER, JACK & MARJORIE           | BAYSWATER EXPLORATION & PRODUCTION LLC | 05/06/15   | T5N, R65W, 6TH PM SEC 16, LOT 4, BLOCK 2, WEDGEWOOD P.U.D. GREELEY, CO AKA 2061 WEDGEWOOD CT., GREELEY, CO 80631 CONTAINING 0.1978 ACRES MORE OR LESS          | 4114943             |
| 60541        | GNAOT, RONALD O                   | BAYSWATER EXPLORATION & PRODUCTION LLC | 05/06/15   | T5N, R65W, 6TH PM SEC 16, LOT 17, BLOCK 5, WEDGEWOOD P.U.D. GREELEY, CO AKA 2139 WEDGEWOOD DR. GREELEY, CO 80631<br>CONTAINING 0.1256 ACRES MORE OR LESS       | 4119006             |
| 60542        | F & H HOLDINGS LLC                | BAYSWATER EXPLORATION & PRODUCTION LLC | 05/06/15   | T5N, R65W, 6TH PM SEC 16, LOT 8, BLOCK 7, PARKEVIEW SOUTH SUBDIVISION GREELEY CO AKA 2441 ALPINE AVE. GREELEY, CO 80631<br>CONTAINING 1.411 ACRES MORE OR LESS | 4108473             |
| 60543        | DOMINGUEZ, ROSARIO                | BAYSWATER EXPLORATION & PRODUCTION LLC | 05/06/15   | T5N, R65W, 6TH PM SEC 16, LOT 3 BLOCK 1, WEDGEWOOD P.U.D. GREELEY CO AKA 2143 WEDGEWOOD CT., GREELEY, CO 80631<br>CONTAINING 0.1624 ACRES MORE OR LESS         | 4114425             |
| 60545        | DELGADO, MARIA A. & SANDRA SEPEDA | BAYSWATER EXPLORATION & PRODUCTION LLC | 05/06/15   | T5N, R65W, 6TH PM SEC 16, LOT 13, BLOCK 5, WEDGEWOOD P.U.D. GREELEY, CO AKA 2127 WEDGEWOOD DR., GREELEY, CO 80631<br>CONTAINING 0.2405 ACRES MORE OR LESS      | 4113315             |
| 60546        | COVE INDUSTRIES INC.              | BAYSWATER EXPLORATION & PRODUCTION LLC | 05/06/15   | T5N, R65W, 6TH PM SEC 16, LOT 4, BLOCK 5, WEDGEWOOD P.U.D. GREELEY, CO AKA 2144 WEDGEWOOD CT., GREELEY, CO 80631<br>CONTAINING 0.1026 ACRES MORE OR LESS       | 4108468             |

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| BW Lease No. | Lessor/Grantor                 | Lessee/Grantee                         | Lease date | Lease description  | Recording Reference |
|--------------|--------------------------------|--|------------|--|---------------------|
| 60547        | COOPER, JENNIFER               | BAYSWATER EXPLORATION & PRODUCTION LLC | 05/06/15   | T5N, R65W, 6TH PM SEC 16, LOT 7, BLOCK 1, WEDGEWOOD P U D, GREELEY, CO AKA 2119 WEDGEWOOD CT, GREELEY, CO 80631<br>CONTAINING 0.1033 ACRES MORE OR LESS  | 4114415             |
| 60548        | BROWN, SHIRLEY FAYE            | BAYSWATER EXPLORATION & PRODUCTION LLC | 05/06/15   | T5N, R65W, 6TH PM SEC 16, LOT 12, BLOCK 2, WEDGEWOOD P U D, GREELEY, CO AKA 2029 WEDGEWOOD CT, GREELEY, CO 80631<br>CONTAINING 0.2194 ACRES MORE OR LESS | 4108449             |
| 60549        | BARTZ, VAUGHN P. & BRENDA L.   | BAYSWATER EXPLORATION & PRODUCTION LLC | 05/06/15   | T5N, R65W, 6TH PM SEC 9, 12254B W155, L2 SESE AKA 1841 BIRCH AVENUE, GREELEY CO 80631<br>CONTAINING 1.000 ACRES MORE OR LESS                             | 4114756             |
| 60551        | ARCHULETA, RITA M. & ROBERT L. | BAYSWATER EXPLORATION & PRODUCTION LLC | 05/06/15   | T5N, R65W, 6TH PM SEC 16, LOT 15, BLOCK 6 WEDGEWOOD P U D, GREELEY, CO AKA 2110 WEDGEWOOD DR., GREELEY, CO<br>CONTAINING 0.1920 ACRES MORE OR LESS       | 4108458             |
| 60552.01     | DUFF, EDWARD & AMY             | BAYSWATER EXPLORATION & PRODUCTION LLC | 05/06/15   | T5N, R65W, 6TH PM SEC 16, LOT 5, BLOCK 1 OF THE BALSAM VILLAGE SUBDIVISION GREELEY, CO PARCEL # 096116105002<br>CONTAINING 0.2800 ACRES MORE OR LESS     | 4109374             |
| 60553.01     | PACKARD, STEVEN P. & RONDA R.  | BAYSWATER EXPLORATION & PRODUCTION LLC | 04/23/15   | T5N, R65W, 6TH PM SEC 16, LOT 2, BLOCK 2 OF THE BALSAM VILLAGE SUBDIVISION GREELEY, CO PARCEL # 096116105002<br>CONTAINING 0.1400 ACRES MORE OR LESS     | 4106873             |
| 60554        | PARKVIEW AND FIRST LLC         | BAYSWATER EXPLORATION & PRODUCTION LLC | 05/08/15   | T5N, 65W, 6TH PM SEC 16, TRACT B, BLOCK 1, PARKVIEW MIXED USE, GREELEY, CO<br>CONTAINING 0.6156 ACRES MORE OR LESS                                       | 4116426             |

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| BW Lease No. | Lessor/Grantor  | Lessee/Grantee                         | Lease date | Lease description   | Recording Reference |
|--------------|---|--|------------|---|---------------------|
| 60555        | PARKVIEW AND FIRST LLC  | BAYSWATER EXPLORATION & PRODUCTION LLC | 05/06/15   | T5N, R65W, 6TH PM<br>SEC 16, ENVELOPE 3, BLOCK 1, FIRST REPLAT OF PARKVIEW MIXED USE, GREELEY, CO<br>CONTAINING 0.6156 ACRES MORE OR LESS                                   | 4116423             |
| 60557        | LOPEZ, ALBERTO  | BAYSWATER EXPLORATION & PRODUCTION LLC | 05/06/15   | T5N, R65W, 6TH PM<br>SEC 16, LOT 10, BLOCK 1, PARKVIEW SOUTH SUBDIVISION GREELEY CO<br>AKA 521 E. 24TH STREET RD, GREELEY, CO 80631<br>CONTAINING 0.1469 ACRES MORE OR LESS | 4115785             |
| 60558        | LOYA, ISAURO & JUSTINA  | BAYSWATER EXPLORATION & PRODUCTION LLC | 05/06/15   | T5N, R65W, 6TH PM<br>SEC 16, LOT 12, BLOCK 4, WEDGEWOOD P U.D. GREELEY CO<br>AKA 2109 WEDGEWOOD DR, GREELEY CO 80631<br>CONTAINING 0.1033 ACRES MORE OR LESS                | 4116501             |
| 60559        | RAMIREZ, MATTHEW P & APRIL L  | BAYSWATER EXPLORATION & PRODUCTION LLC | 05/06/15   | T5N, R65W, 6TH PM<br>SEC 16, LOT 5, BLOCK 2, PARKVIEW MIXED USE GREELEY CO<br>AKA 222 E. 21ST STREET RD, GREELEY, CO 80631<br>CONTAINING 0.1515 ACRES MORE OR LESS          | 4116659             |
| 60560        | CISNEROS, ELENO C.  | BAYSWATER EXPLORATION & PRODUCTION LLC | 05/06/15   | T5N, R65W, 6TH PM<br>SEC 16, LOT 11, BLOCK 6, WEDGEWOOD P.U.D. GREELEY, CO<br>AKA 2126 WEDGEWOOD DR, GREELEY CO 80631<br>CONTAINING 0.1256 ACRES MORE OR LESS               | 4116502             |
| 60561        | JP MORGAN CHASE BANK N.A.<br>SUCCESSOR TO BANK ONE N.A.<br>FORMERLY UNIVERSITY NATIONAL<br>BANK | BAYSWATER EXPLORATION & PRODUCTION LLC | 06/01/15   | T5N, R65W, 6TH PM<br>SEC 16, E2W2N2WNE<br>CONTAINING 12 ACRES MORE OR LESS  | 4116272             |
| 60562        | BELINDA HARRINGTON LLC  | BAYSWATER EXPLORATION & PRODUCTION LLC | 06/01/15   | T5N, R65W, 6TH PM<br>SEC 15, N2SW<br>CONTAINING 14 ACRES MORE OR LESS   | 4119276             |

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| BW Lease No. | Lessor/Grantor                    | Lessee/Grantee                         | Lease date | Lease description  | Recording Reference |
|--------------|-----------------------------------|--|------------|--|---------------------|
| 60563        | CHILCOTT, JENNIFER R. & MATTHEW L | BAYSWATER EXPLORATION & PRODUCTION LLC | 05/06/15   | T5N, R65W, 6TH PM<br>SEC 16: LOT 6, BLOCK 1, WEDGEWOOD P U D, GREELEY, CO AKA 2133 WEDGEWOOD CT., GREELEY, CO 80631 CONTAINING 0.1342 ACRES MORE OR LESS           | 4120712             |
| 60564        | LG PROPERTIES LLC                 | BAYSWATER EXPLORATION & PRODUCTION LLC | 05/06/15   | T5N, R65W, 6TH PM<br>SEC 16: LOT 2, BLOCK 6, WEDGEWOOD P U D, GREELEY, CO AKA 2162 WEDGEWOOD DR, GREELEY, CO 80631<br>CONTAINING 0.1389 ACRES MORE OR LESS         | 4120716             |
| 60565        | MCCORMICK, STEVEN                 | BAYSWATER EXPLORATION & PRODUCTION LLC | 05/06/15   | T5N, R65W, 6TH PM<br>SEC 16: LOT 28, BLOCK 6, WEDGEWOOD P U D, GREELEY CO AKA 2014 WEDGEWOOD DR, GREELEY CO 80631<br>CONTAINING 0.2175 ACRES MORE OR LESS          | 4120718             |
| 60566        | ZAMARRIPA, EDUARDO                | BAYSWATER EXPLORATION & PRODUCTION LLC | 05/06/15   | T5N, R65W, 6TH PM<br>SEC 16: LOT 22, BLOCK 6, PARKVIEW SOUTH SUBDIVISION GREELEY CO AKA 2420 ALPINE AVE, GREELEY CO 80631<br>CONTAINING 0.1379 ACRES MORE OR LESS  | 4121157             |
| 60567        | PACHECO, PATRICIO                 | BAYSWATER EXPLORATION & PRODUCTION LLC | 08/15/15   | T5N, R65W, 6TH PM<br>SEC 16: LOT 8, BLOCK 1, PARKVIEW MIXED USE GREELEY CO AKA 209 E 21ST STREET RD, GREELEY, CO 80631<br>CONTAINING 0.1377 ACRES MORE OR LESS     | 4120717             |
| 60568.01     | ROBLEDO, HIPOLITO                 | BAYSWATER EXPLORATION & PRODUCTION LLC | 04/23/15   | T5N, R65W, 6TH PM<br>SEC 16: LOT 14, BLOCK 2, BALSAM VILLAGE SUBDIVISION GREELEY CO AKA 2044 BALSAM AVE., GREELEY CO 80631<br>CONTAINING 0.1400 ACRES MORE OR LESS | 4107401             |

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| BW Lease No. | Lessor/Grantor                  | Lessee/Grantee                          | Lease date | Lease description   | Recording Reference |
|--------------|---------------------------------|---|------------|---|---------------------|
| 60569        | NYX LLC                         | BAYSWATER EXPLORATION & PRODUCTION LLC  | 05/06/15   | T5N, R65W, 6TH PM<br>SEC 16, LOT 3 BLOCK 7 PARKVIEW, GREELEY CO<br>AKA 401 E. 22ND ST., GREELEY CO 80631<br>SEC 16, LOT 13, BLOCK 6 WEDGEWOOD P.U.D. GREELEY CO<br>AKA 2118 WEDGEWOOD DR., GREELEY CO 80631<br>CONTAINING 0.2429 ACRES MORE OR LESS                     | 4126160             |
| 60570        | MITCHELL, DAVID & BERNIECE JT'S | BAYSWATER EXPLORATION & PRODUCTION, LLC | 07/01/15   | T5N, R65W, 6TH PM<br>SEC 9, NMSW AS MORE PARTICULARLY DESCRIBED IN THAT CERTAIN WARRANTY DEED RECORDED IN WELD COUNTY CO AT REC NO. 2779524 ON 7/10/2000<br>AND LOT 2 OF THE SMSW AS SUBDIVIDED BY THE UNION COLONY OF COLORADO<br>CONTAINING 4.9823 ACRES MORE OR LESS | 4126322             |
| 60571        | MENDOZA, VICTOR M.              | BAYSWATER EXPLORATION & PRODUCTION LLC  | 08/19/15   | T5N, R65W, 6TH PM<br>SEC 16, LOT 1, BLOCK 2, PARKVIEW MIXED USE, GREELEY, CO<br>AKA 206 E. 21ST STREET RD., GREELEY, CO 80631<br>1/41/4= NWNW<br>CONTAINING 0.1780 ACRES MORE OR LESS   | 4127481             |
| 60576        | FRITZLER, GARY L.               | BAYSWATER EXPLORATION & PRODUCTION LLC  | 05/06/15   | T5N, R65W, 6TH PM<br>SEC 16, LOT 18, BLOCK 2, WEDGEWOOD P.U.D. CITY OF GREELEY, CO<br>AKA 2005 WEDGEWOOD CT., GREELEY CO 80631<br>CONTAINING 1.1143 ACRES MORE OR LESS  | 4131069             |
| 60577        | NELSON, STACI K.                | BAYSWATER EXPLORATION & PRODUCTION LLC  | 05/06/15   | T5N, R65W, 6TH PM<br>SEC 16, LOT 5, BLOCK 3, WEDGEWOOD P.U.D. GREELEY, CO AKA 2028 WEDGEWOOD CT., GREELEY, CO 80631<br>CONTAINING 0.1051 ACRES MORE OR LESS   | 4134895             |
| 60579        | SCHLEDEWITZ, JOLENE A.          | BAYSWATER EXPLORATION & PRODUCTION LLC  | 05/06/15   | T5N, R65W, 6TH PM<br>SEC 16, LOT 9, BLOCK 1, WEDGEWOOD P.U.D. GREELEY CO<br>AKA 2111 WEDGEWOOD CT., GREELEY, CO 80631<br>CONTAINING 0.1032 ACRES MORE OR LESS   | 4136385             |

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| BW Lease No. | Lessor/Grantor                  | Lessee/Grantee                         | Lease date | Lease description  | Recording Reference |
|--------------|---------------------------------|--|------------|--|---------------------|
| 60580        | HATFIELD, KERYL J.              | BAYSWATER EXPLORATION & PRODUCTION LLC | 05/06/15   | TSN, R65W, 6TH PM SEC 16, LOT 29, BLOCK 6, WEDGEWOOD P U.D. AKA 2010 WEDGEWOOD DR., GREELEY, CO 80631 CONTAINING 0.1234 ACRES MORE OR LESS   | 4138348             |
| 60581        | NARANJO, EMERIO                 | BAYSWATER EXPLORATION & PRODUCTION LLC | 05/06/15   | TSN, R65W, 6TH PM SEC 16, LOT 16, BLOCK 3, WEDGEWOOD P U.D. AKA 2035 WEDGEWOOD DR., GREELEY, CO 80631 CONTAINING 0.1075 ACRES MORE OR LESS   | 4138346             |
| 60582        | MATRIX ENERGY LLC               | BAYSWATER EXPLORATION & PRODUCTION LLC | 01/30/15   | TSN, R65W, 6TH PM SEC 16, A TRACT OF LAND LOCATED IN LOT 4, ETHERTON'S SUBDIVISION DESCRIBED IN METES AND BOUNDS IN LEASE CONTAINING 0.91 ACRES MORE OF LESS   | 4097321             |
| 60583.01     | MATRIX ENERGY LLC               | BAYSWATER EXPLORATION & PRODUCTION LLC | 01/30/15   | TSN, R65W, 6TH PM SEC 10, E 30 ACRES OF NESE CONTAINING 30 ACRES MORE OR LESS  | 4097320             |
| 60584        | REDMOND, JOHN P. & GERALDINE M. | BAYSWATER EXPLORATION & PRODUCTION LLC | 10/07/15   | TSN, R65W, 6TH PM SEC 10 PART OF THE E2SW, MORE PARTICULARLY DESCRIBED AS LOT 17, THE SOUTH 20 FEET OF LOT 18, LINDALE SUBDIVISION, AND THE NORTH 5 FEET OF LOT 13, A REPLAT OF A PORTION OF LOTS 6 THROUGH 16 AND LOTS 32 THROUGH 48, LINDALE SUBDIVISION PARCEL NO. 096110304036 CONTAINING 0.3220 ACRES, MORE OR LESS | Pending             |
| 60584.01     | DONOHU, JAYNA K.                | BAYSWATER EXPLORATION & PRODUCTION LLC | 03/10/15   | TSN, R65W, 6TH PM SEC 4, A PARCEL OF LAND IN THE NESW COMMONLY KNOWN AS 625 EAST EIGHT STREET, GREELEY, CO 80631 MORE PARTICULARLY DESCRIBED IN EXHIBIT A TO LEASE IN METES AND BOUNDS. CONTAINING 1.52 ACRES MORE OR LESS   | 4097319             |

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| BW Lease No. | Lessor/Grantor            | Lessee/Grantee                          | Lease date | Lease description  | Recording Reference |
|--------------|---------------------------|---|------------|--|---------------------|
| 60585        | HODD CHERRY, LLC          | BAYSWATER EXPLORATION & PRODUCTION LLC  | 10/05/15   | TSN, R65W, 6TH PM SEC 10 THAT PART OF LOT 3 OF THE SWSW ACCORDING TO THE SUBDIVISION OF LANDS BY THE UNION COLONY OF COLORADO LYING NORTH OF THE SOUTH 502.04 FEET THEREOF, COUNTY OF WELD, STATE OF COLORADO ALSO KNOWN BY STREET AND NUMBER AS 1804 CHERRY AVENUE, GREELEY, CO 80634<br>CONTAINING 1.2421 ACRES MORE OR LESS   | 4151429             |
| 60586        | KERNS, DANIELLE & TIMOTHY | BAYSWATER EXPLORATION & PRODUCTION LLC  | 09/08/15   | TSN, R65W, 6TH PM SEC 15 THAT PART OF THE NW/4 CORNER DESCRIBED AS BEGINNING IN THE SE CORNER OF THE NENW AND CONSIDERING THE SOUTH LINE OF THE NENW TO BEAR SOUTH 89.5600 WEST AND WITH ALL OTHER BEARINGS CONTAINED HEREIN BEING RELATIVE THERETO: THENCE SOUTH 89.5600 WEST, ALONG THE SOUTH LINE OF THE NENW, 180.00 FEET; THENCE NORTH 00 17'00 EAST, 801.64 FEET TO A POINT ON THE SOUTH ROW LINE OF COLORADO STATE HIGHWAY 34; THENCE SOUTH 45 15'00 EAST, ALONG THE SOUTH ROW OF SAID COLORADO STATE HIGHWAY NO. 34, 252.22 FEET; THENCE SOUTH 00 17' 00 WEST, 623.86 FEET TO POINT OF BEGINNING, BEING PART OF LOTS 1 AND 8 OF THE SAID NENW AS DESCRIBED IN WARRANTY DEED DATED DECEMBER 18, 2001, RECORDED AT RECEPTION NO. 29110555 CONTAINING 40 ACRES MORE OR LESS | 4149605             |
| 60587        | NEIGHBORS, BONNIE JEAN    | BAYSWATER EXPLORATION & PRODUCTION LLC  | 10/01/15   | IN SO FAR AND ONLY IN SO FAR AS THE LEASE COVERS THE FOLLOWING:<br>TSN, R65W, 6TH PM<br>SEC 10: EAST 30 ACRES OF THE NESE  | 4151428             |
| 60588        | BARKER, GERALD & DONNA    | BAYSWATER EXPLORATION & PRODUCTION, LLC | 11/14/15   | TSN, R65W, 6TH PM<br>SEC 10 PART OF THE E2SW, NORTH 15 FEET OF LOT 54 AND LOT 55, LINDALE SUBDIVISION<br>PARCEL 096110303002<br>CONTAINING 0.2996 ACRES MORE OR LESS   | 4160274             |

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| BW Lease No. | Lessor/Grantor                               | Lessee/Grantee                          | Lease date | Lease description   | Recording Reference |
|--------------|--|---|------------|---|---------------------|
| 60598        | STRAIGHT, DIXIE LEE                          | BAYSWATER EXPLORATION & PRODUCTION, LLC | 11/14/15   | TSN, R65W, 6TH PM SEC 10: ALL THAT PART OF LOT 3 OF THE UNION COLONY OF COLORADO LOCATED IN THE SESE LYING NORTH OF THE COUNTY ROAD AS NOW LAID OUT AND CONSTRUCTED ACROSS SAID LOT 3, LESS AND EXCEPT THE EAST 125 FEET THEREOF, AND LESS AND EXCEPT THAT PART THEREOF BEGINNING 300 FEET SOUTH OF THE NW CORNER OF LOT 3, THENCE EAST 129 FEET, THENCE SOUTH 200 FEET; THENCE NORTHWESTERLY ALONG THE NORTH LINE OF THE COUNTY ROAD 142 FEET; THENCE NORTH 148 FEET TO THE POINT OF BEGINNING. CONTAINING 1.81 ACRES MORE OR LESS | 4160276, 4160283    |
| 60590        | CORRALES, ANTONIO                            | BAYSWATER EXPLORATION & PRODUCTION, LLC | 11/16/15   | TSN, R65W, 6TH PM SEC 10: THAT PART OF THE SESE DESCRIBED AS LOT 4, ZENDT'S FARM, A RESUBDIVISION OF PART OF LOTS 1, 2, AND 3 ACCORDING TO THE SUBDIVISION OF LANDS BY THE UNION COLONY PER PLAT RECORDED AT RECEPTION NO. 2042675 CONTAINING 0.88 ACRES MORE OR LESS   | 4167024             |
| 60591        | THE VAUGHAN LIVING TRUST                     | BAYSWATER EXPLORATION & PRODUCTION, LLC | 12/03/15   | TSN, R65W, 6TH PM SEC 9: ALL OF LOTS 5 AND 6 OF THE SMSW, ACCORDING TO THE SUBDIVISION OF LANDS BY THE UNION COLONY OF COLORADO AKA 101 E. 20TH ST., GREELEY, CO 80631 CONTAINING 9.60 ACRES MORE OR LESS   | 4163300             |
| 60592        | VOHS, WILLIAM D. & TERESA S.                 | BAYSWATER EXPLORATION & PRODUCTION, LLC | 12/15/15   | TSN, R65W, 6TH PM SEC 10: THAT PART OF THE NMSE DESCRIBED AS LOT 11, FIRST ADDITION TO RAINBOW ACRES PER PLAT RECORDED AT REC NO. 1399732 CONTAINING 1.26 ACRES MORE OR LESS  | Pending             |
| 60593        | KNAPP, SHIRLEY AS TRUSTEESHIRLEY KNAPP TRUST | BAYSWATER EXPLORATION & PRODUCTION LLC  | 12/21/15   | TSN, R65W, 6TH PM SEC 10: A REPLAT OF A PORTION OF LOTS 6 THROUGH 16 AND LOTS 32 THROUGH 48, LINDALE SUBDIVISION, ACCESSORS PARCEL 096110304027 CONTAINING 0.3115 ACRES MORE OR LESS  | 4170387             |
| 60594        | SNYDER, SHARON                               | BAYSWATER EXPLORATION & PRODUCTION LLC  | 12/08/15   | TSN, R65W, 6TH PM SEC 10: EAST 30 ACRES OF THE NESE INTEREST OWNED IS 29.617 CONTAINING 1.88 ACRES MORE OR LESS   | 4173639             |

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| BW Lease No. | Lessor/Grantor  | Lessee/Grantee                         | Lease date | Lease description   | Recording Reference |
|--------------|---|--|------------|---|---------------------|
| 605996       | LOEFFLER, SANDRA L.   | BAYSWATER EXPLORATION & PRODUCTION LLC | 12/03/15   | TSN, R65W, 6TH PM<br>SEC 10, THAT PART OF THE NWSE DESCRIBED AS LOTS 18, 19, AND OUTLOT A, SECOND ADDITION TO RAINBOW ACRES PER PLAT RECORDED AT BOOK 526, RECEIPTION NO. 1448472<br>CONTAINING 1.61 ACRES MORE OR LESS   | 4172985             |
| 60597        | SWANSON, JOHN O. & KATHRYN D TRUSTEES OF THE KATHRYN D SWANSON LIVING TRUST | BAYSWATER EXPLORATION & PRODUCTION LLC | 01/16/16   | TSN, R65W, 6TH PM<br>SEC 15, THAT PART OF THE S2NW LYING SOUTH OF THE GREELEY IRRIGATION COMPANY CANAL, DESCRIBED AS BEGINNING AT THE CENTER CORNER OF SECTION 15 AND CONSIDERING THE EAST LINE OF THE NW TO BEAR SOUTH 00 17'00" W AND WITH ALL OTHER BEARINGS CONTAINED HEREIN RELATIVE THERTO. THENCE SOUTH 89 54'01" W ALONG THE SOUTH LINE OF THE NW, 1563.45 FEET; THENCE NORTH 00 05'59" W, 494.38 FEET; THENCE ALONG THE SOUTHERLY BANK OF THE GREELEY IRRIGATION COMPANY CANAL BY THE FOLLOWING SIX COURSES AND DISTANCES: NORTH 70 54'58" E, 274.20 FEET; NORTH 66 35'34" E, 233.12 FEET; NORTH 61 00'00" E, 284.90 FEET; NORTH 52 10'56" E, 227.17 FEET; NORTH 48 30'27" E, 501.87 FEET; NORTH 60 37'58" E, 83.16 FEET; THENCE NORTH 89 56'48" E, 220.77 FEET TO A POINT ON THE EAST LINE OF THE NW, THENCE SOUTH 00 17'00" W ALONG THE EAST LINE OF THE NW, 1324.84 FEET TO THE POINT OF THE BEGINNING<br>CONTAINING 16.31 ACRES MORE OR LESS | 4174966             |
| 605999       | CITY OF GREELEY   | BAYSWATER EXPLORATION & PRODUCTION LLC | 08/01/15   | TSN, R65W, 6TH PM<br>SEC 9, LANDS COVERED IN THE SW FURTHER DESCRIBED ON EXHIBIT A TO LEASE<br>CONTAINING 1.92 ACRES MORE OR LESS   | 4178239 MEMO        |

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| BW Lease No. | Lessor/Grantor                  | Lessee/Grantee                         | Lease date | Lease description  | Recording Reference |
|--------------|---------------------------------|--|------------|--|---------------------|
| 60601        | SCHAEFER, RONALD ET UX          | BAYSWATER EXPLORATION & PRODUCTION LLC | 04/21/16   | T5N, R65W, 6TH PM SEC 16. PT S/2NE/4. MORE PARTICULARLY DESCRIBED AS LOT A OF RECORDED EXEMPTION NO. 0931-16-1-RE 491, RECORDED AT RECEPTION NO. 1856264 IN THE RECORDS OF WELD COUNTY, COLORADO   | Pending             |
| 60604        | GRIEGO, ALFONSO GRIEGO CHARLENE | BAYSWATER EXPLORATION & PRODUCTION LLC | 04/28/16   | T5N, R65W, 6TH PM SEC 9. A parcel in the SW/4NE/4  | Pending             |
| 60605        | SWAN, MICHAEL                   | BAYSWATER EXPLORATION & PRODUCTION LLC | 04/28/16   | T5N, R65W, 6TH PM SEC 9. TRACTS OF LAND LOCATED IN LOT 1 AND 2 OF THE NW/4SE/4, ACCORDING TO THE SUBDIVISION OF LANDS BY THE UNION COLONY OF COLORADO AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: THE SOUTH 220 FEET OF LOT 1 AND THE EAST 18 FEET OF THE SOUTH 220 FEET OF LOT 2; THE SOUTH 202 FEET OF LOT 2. EXCEPT THE EAST 18 FEET OF SAID LOT 2, AND THE SOUTH 180 FEET OF THE NORTH 439.6 FEET OF THE WEST 80 FEET OF SAID LOT 2.   | Pending             |
| 60606        | COPELAND, MILFORD               | BAYSWATER EXPLORATION & PRODUCTION LLC | 04/19/16   | T5N, R65W, 6TH PM SEC 9. THE WEST 138 FEET OF THE SOUTH 264 FEET OF THE E/2 OF LOT 4 AND THE SE/4SE/4, ACCORDING TO THE SUBDIVISION OF LANDS BY THE UNION COLONY OF COLORADO, CONTAINING 0.93 ACRES, MORE OR LESS SEC 15, LOT 4 OF THE NW/4NW/4, CONTAINING 4.5 ACRES, MORE OR LESS.   | Pending             |
| 60615        | SCULLY, MICHAEL D AND GERALDINE | BAYSWATER EXPLORATION & PRODUCTION LLC | 01/01/16   | T5N, R65W, 6TH PM SEC 9. THE SOUTH 150 FEET OF THE WEST 150 FEET OF THE W/2 OF LOT 7, CONTAINING 0.6 ACRES, MORE OR LESS.  | 4197407             |
| 60616        | COBB, WARREN                    | BAYSWATER EXPLORATION & PRODUCTION LLC | 03/09/16   | T5N, R65W, 6TH PM SEC 9. A TRACT OF LAND LOCATED IN LOT 2 OF THE NE/4SE/4, ACCORDING TO THE SUBDIVISION OF LANDS BY THE UNION COLONY OF COLORADO, SAID TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHEAST CORNER OF SAID LOT 2 AND CONSIDERING THE SOUTHERN LINE OF SAID LOT 2 TO BEAR SOUTH 90 00'00" WEST AND WITH ALL BEARING CONTAINED HEREIN BEING RELATIVE THERETO, THENCE SOUTH 90 00'00" WEST, ALONG THE SOUTHERN LINE OF SAID LOT 2, 329.74 FEET; THENCE NORTH 00 25'18" WEST, 368.03 FEET; THENCE NORTH 89 44'35" EAST, 327.09 FEET TO A POINT ON THE EAST LINE OF SAID LOT 2; THENCE SOUTH 00 49'53" EAST, ALONG THE EAST LINE OF SAID LOT 2, 369.53 FEET TO THE TRUE POINT OF BEGINNING. SAID TRACT OF LAND CONTAINS 2.781 ACRES INCLUDING A 0.996 ACRE TRACT IN THE SOUTHEAST CORNER OF THE TRACT, LESS AND EXCEPT TRACT 70, CONTAINING 1.68 ACRES, MORE OR LESS. | 4189425             |

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| BW Lease No. | Lessor/Grantor          | Lessee/Grantee                         | Lease date | Lease description   | Recording Reference |
|--------------|-------------------------|--|------------|---|---------------------|
| 60617        | COBB, RONALD            | BAYSWATER EXPLORATION & PRODUCTION LLC | 01/01/16   | TSN, R65W, 6TH PM SEC 9 PART OF LOT 2 OF THE NE4SE/4, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHEAST CORNER OF SAID LOT 2 AND CONSIDERING THE EAST LINE OF SAID LOT 2 AS BEARING NORTH 00 49'53" WEST ALONG SAID EAST LINE, 144.89 FEET TO THE TRUE POINT OF BEGINNING, THENCE CONTINUING NORTH 00 49'53" WEST, 124.70 FEET; THENCE SOUTH 89 44'32" WEST, 327.81 FEET; THENCE SOUTH 00 25'18" EAST 124.70 FEET; THENCE NORTH 89 44'28" EAST, 328.70 FEET TO THE TRUE POINT OF BEGINNING.                            | 41893424            |
| 60618        | SHENNUM, DAVID          | BAYSWATER EXPLORATION & PRODUCTION LLC | 02/10/16   | TSN, R65W, 6TH PM SEC 9 ALL THAT PART OF LOT 5 OF THE NW4SE/4, ACCORDING TO THE SUBDIVISION OF LANDS BY THE UNION COLONY OF COLORADO, DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHWEST CORNER OF SAID LOT 5; THENCE EAST ALONG THE SOUTH LINE OF SAID LOT 5 A DISTANCE OF 151 FEET; THENCE NORTH PARALLEL TO THE WEST LINE OF SAID LOT 5 A DISTANCE OF 215 FEET; THENCE WEST PARALLEL TO THE SOUTH LINE OF SAID LOT 5 A DISTANCE OF 151 FEET; THENCE SOUTH ALONG THE WEST LINE A DISTANCE OF 215 FEET MORE OR LESS TO THE POINT OF BEGINNING. | 4189376             |
| 60619        | J. GALEN KAINE, TRUSTEE | BAYSWATER EXPLORATION & PRODUCTION LLC | 02/16/16   | TSN, R65W, 6TH PM SEC 9 THE EAST 100 FEET OF THE W/2 OF LOT 4 OF THE SE4SE/4, ACCORDING TO THE SUBDIVISION OF LANDS BY THE UNION COLONY OF COLORADO, CONTAINING 1.43 ACRES, MORE OR LESS THIS MINERAL AND ROYALTY DEED IS SUBJECT TO A NON-SURFACE OCCUPANCY LEASE, RECORDED IN WELD COUNTY, COLORADO, AT RECEPTION NO. 3718969.  | 4193209             |

EXHIBIT D - 68

| BW Lease No. | Lessor/Grantor                           | Lessee/Grantee                         | Lease date | Lease description   | Recording Reference |
|--------------|--|--|------------|---|---------------------|
| 60621        | SWANSON TRUST                            | BAYSWATER EXPLORATION & PRODUCTION LLC | 01/16/16   | T5N, R65W, 6TH PM SEC 15, THAT PART OF THE S/2NW/4 LYING SOUTH OF THE GREELEY IRRIGATION COMPANY CANAL AND MORE PARTICULARLY DESCRIBED AS BEGINNING AT THE CENTER CORNER OF SECTION 15 AND CONSIDERING THE EAST LINE OF THE NW/4 OF SAID SECTION 15 TO BEAR SOUTH 00 17'00" WEST AND WITH ALL OTHER BEARINGS CONTAINED HEREIN RELATIVE THERETO: THENCE SOUTH 89 54'01" WEST ALONG THE SOUTH LINE OF THE NW/4 OF SAID SECTION 15, 1,563.45 FEET; THENCE NORTH 00 05'59" WEST, 494.38 FEET; THENCE ALONG THE SOUTHERLY BANK OF THE GREELEY IRRIGATION COMPANY CANAL BY THE FOLLOWING SIX COURSES AND DISTANCES: NORTH 70 54'58" EAST, 274.20 FEET; NORTH 66 35'34" EAST, 233.12 FEET; NORTH 61 00'00" EAST, 284.90 FEET; NORTH 52 10'56" EAST, 227.17 FEET; NORTH 48 30'27" EAST, 501.87 FEET; NORTH 60 37'58" EAST, 83.16 FEET; THENCE NORTH 89 56'48" EAST, 220.77 FEET TO A POINT ON THE EAST LINE OF THE NW/4 OF SAID SECTION 15, THENCE SOUTH 00 17'00" WEST ALONG THE EAST LINE OF THE NW/4 OF SAID SECTION 15, 1,324.84 FEET TO THE POINT OF BEGINNING | 4174963             |
| 60623        | DOERINGSFELD AND ARATAS c/o JOHN E ARATA | BAYSWATER EXPLORATION & PRODUCTION LLC | 01/01/16   | TOWNSHIP 5 NORTH, RANGE 66 WEST, 6TH P.M. SECTION 10, THAT PORTION OF THE S/2NW/4 AS FURTHER DESCRIBED IN EXHIBIT A   | 4196490             |
| 60624        | BARBARA C EANES                          | BAYSWATER EXPLORATION & PRODUCTION LLC | 01/01/16   | T5N, R65W, 6TH P.M. SEC 16, W/2W/2NW/4NE/4  | 4196487             |
| 60625        | LILA R BOND                              | BAYSWATER EXPLORATION & PRODUCTION LLC | 03/03/16   | T5N, R65W, 6TH PM SEC 16, TRACT A, BALSAM VILLAGE 2ND FILING, OUTLOT A, BALSAM VILLAGE 2ND FILING, LOT B, RE-0961-16-1-RE1594, ACCORDING TO THE PLAT RECORDED MAY 26, 1994 IN BOOK 1443 AS REC. # 2390492   | 4193185             |
| 60626        | CITY OF GREELEY                          | BAYSWATER EXPLORATION & PRODUCTION LLC | 01/01/16   | T5N, R65W, 6TH PM SEC 16, A STRIP OF LAND PARTLY IN THE NORTHWEST QUARTER (NW 1/4) OF THE NORTHEAST QUARTER (NE/4) ALSO KNOWN AS THE NW/4NE/4 OF SECTION SIXTEEN (16), FOR A PUBLIC ROAD SIXTY FEET (60) IN WIDTH, BEING THIRTY FEET (30) WIDE ON EACH SIDE OF THE CENTER LINE, BUT MORE PARTICULARLY THE EAST 30' WHICH IS THE WEST BOUNDARY LINE OF THE NORTHWEST QUARTER (NW/4) OF THE NORTHEAST QUARTER (NE/4) OF SAID SECTION AND EXTENDING 1320 FEET, MORE OR LESS, SOUTH FROM THE NORTH LINE OF SAID SECTION TO THE SOUTH LINE OF THE NORTHWEST QUARTER (NW/4) OF THE NORTHEAST QUARTER (NE/4) OF SAID SECTION SIXTEEN (16)  | 4196489             |

EXHIBIT D - 69



| BW Lease No. | Lessor/Grantor    | Lessee/Grantee                          | Lease date | Lease description   | Recording Reference |
|--------------|-------------------|---|------------|---|---------------------|
| 60627        | WARREN C. SIMMONS | BAYSWATER EXPLORATION & PRODUCTION LLC  | 01/01/16   | TSN, R65W, 6TH PM SEC 16, W/2W/2NW/4NE/4  | 4196488             |
| 60628        | BROWN, RICHELLE R | BAYSWATER EXPLORATION & PRODUCTION LLC  | 02/03/16   | TSN, R65W, 6TH P.M. SEC 16, LOT 15, BLOCK 5, WEDGEWOOD P.U.D., COUNTY OF WELD, STATE OF COLORADO.<br>ALSO KNOWN AND NUMBERED AS: 2131 WEDGEWOOD DR, GREELEY, CO 80631                       | 4185329             |
| 60629        | LOPEZ, JOSE G.    | BAYSWATER EXPLORATION & PRODUCTION, LLC | 05/04/16   | TSN, R65W, 6TH P.M. SEC 16, LOT 4, BLOCK 1, BALSAM VILLAGE, A SUBDIVISION IN THE CITY OF GREELEY.<br>ALSO KNOWN BY STREET AND NUMBER AS 708 E 20TH STREET, GREELEY, CO 80631                | 4204971             |
| 60630        | MOHRLANG, LINDA   | BAYSWATER EXPLORATION & PRODUCTION, LLC | 03/03/16   | TSN, R65W, 6TH P.M. SEC 16, LOT A, RECORDED EXEMPTION NO. 0961-16-RE1594, ACCORDING TO THE PLAT RECORDED MAY 26, 1994 IN BOOK 1443 AS REC. NO. 2390492 CONTAINING 1.34 ACRES, MORE OR LESS. | 4204975             |
| 60631        | CIARRUSTA, DANNY  | BAYSWATER EXPLORATION & PRODUCTION, LLC | 05/18/16   | TSN, R65W, 6TH P.M. SEC 16, LOT 11, BLOCK 3, WEDGEWOOD P.U.D., CITY OF GREELEY, WELD COUNTY, COLORADO, ALSO KNOWN BY STREET AND NUMBER 2007 WEDGEWOOD DRIVE, GREELEY, CO 80631              | 4207394             |

EXHIBIT D - 70

| BMW Lease No. | Lessor/Grantor                  | Lessee/Grantee          | Lease date | Lease description  | Recording Reference |
|---------------|---------------------------------|-------------------------|------------|--|---------------------|
| 60632         | GREELEY AERIAL CROP DUSTERS INC | THOMAS A RUTLEDGE       | 12/31/82   | <p>TSN, R65W, 6TH P.M. SEC 4, A TRACT OF LAND LOCATED IN PART OF LOT 5 OF THE SE4NE4 OF SECTION 5, AND LOT 3 OF THE SW4NW4 OF SECTION 4, ACCORDING TO THE UNION COLONY SUBDIVISION, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:<br/>                     COMMENCING AT THE SOUTHEAST CORNER OF SAID LOT 3 AND CONSIDERING THE EAST LINE OF SAID LOT 3 TO BEAR NORTH 03 19'00" EAST AND WITH ALL OTHER BEARINGS CONTAINED HEREIN RELATIVE THERETO:<br/>                     THENCE SOUTH 87 52'00" WEST, 714.98 FEET TO A POINT ON THE WEST LINE OF SAID SECTION 4, SAID POINT BEING THE TRUE POINT OF BEGINNING;<br/>                     THENCE NORTH 02 09'00" EAST, ALONG SAID WEST LINE OF SECTION 4, 136.35 FEET;<br/>                     THENCE NORTH 76 48'00" WEST, 103.66 FEET TO A POINT ON THE EAST RIGHT-OF-WAY OF U.S. HIGHWAY 85 BYPASS;<br/>                     THENCE ALONG THE EAST RIGHT-OF-WAY LINE OF U.S. HIGHWAY 85 BYPASS THE FOLLOWING THREE BEARINGS AND DISTANCES:<br/>                     NORTH 06 43'30" WEST, 108.60 FEET;<br/>                     SOUTH 83 14'30" WEST, 20.00 FEET;<br/>                     NORTH 06 45'30" WEST, 16.81 FEET;<br/>                     THENCE SOUTH 86 44'00" EAST, 249.12 FEET;<br/>                     THENCE SOUTH 02 09'00" WEST, 263.06 FEET;<br/>                     THENCE SOUTH 87 52'00" WEST, 108.46 FEET TO THE TRUE POINT OF BEGINNING.</p> | 1913458             |
| 60633         | WILLIAMS, EDITH I               | ARLO L RICHARDSON       | 03/15/88   | <p>TSN, R65W<br/>                     SEC 15, LOTS 1 AND 2 IN THE SE4NE4 OF SAID SECTION 15 ACCORDING TO THE SUBDIVISION OF LANDS BY THE UNION COLONY OF COLORADO LYING NORTH OF THE RIGHT OF WAY OF US HIGHWAY 34 AND A TRACT OF LAND IN THE SW4NE4 MORE PARTICULARLY DESCRIBED AS FOLLOWS:<br/>                     BEGINNING AT THE NE CORNER OF SAID SW4NE4 OF SECTION 15, THENCE SOUTH 00 12'00" WEST ALONG THE EAST LINE OF SAID SW4NE4 OF SECTION 15, A DISTANCE OF 589 FEET, MORE OR LESS, THENCE NORTH 45 22'00" WEST A DISTANCE OF 810.9 FEET, MORE OR LESS, TO A POINT ON THE NORTH LINE OF SAID SW4NE4 OF SECTION 15, THENCE SOUTH 89 30'00" EAST ALONG THE NORTH LINE OF SAID SW4NE4 OF SECTION 15, A DISTANCE OF 579.1 FEET, MORE OR LESS, TO THE POINT OF BEGINNING.</p>  | 2136924             |
| 60634         | KRAMER, WILLIS B ET UX          | BASIN EXPLORATION, INC. | 11/28/84   | <p>TSN, R65W, 6TH P.M.<br/>                     SEC 15, SW2NW4</p>   | 1991335             |

EXHIBIT D - 71

| BW Lease No. | Lessor/Grantor        | Lessee/Grantee          | Lease date | Lease description   | Recording Reference |
|--------------|-----------------------|-------------------------|------------|---|---------------------|
| 60638        | BARR, TAMARA A        | BASIN EXPLORATION, INC. | 11/1/081   | <p>TSN, R65W, 6TH P.M. SEC 15, A TRACT OF LAND SITUATE IN THE S/2NW/4 OF SAID SECTION 15, WELD COUNTY, COLORADO, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHWEST CORNER OF SAID SECTION 15, AND CONSIDERING THE WEST LINE TO BEAR DUE SOUTH AND WITH ALL OTHER BEARINGS CONTAINED HEREIN BEING RELATIVE THERETO: THENCE SOUTH 1332.13 FEET TO THE NORTHWEST CORNER OF S/2NW/4 OF SECTION 15; THENCE EAST 30 FEET TO THE TRUE POINT OF BEGINNING; THENCE SOUTH 257.00 FEET; THENCE EAST 207.00 FEET; THENCE NORTH 257.00 FEET; THENCE WEST 207.00 FEET TO THE TRUE POINT OF BEGINNING. ALSO KNOWN AS STREET AND NUMBER: 2300 CHERRY AVENUE, GREELEY, COLORADO 80631</p> | 1876387             |
| 60639        | GEHRING, ARTHUR ET UX | ARLO L. RICHARDSON      | 03/15/88   | <p>TSN, R65W, 6TH P.M. SEC 15, A TRACT OF LAND IN SW/4NE/4 MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE INTERSECTION OF THE NORTH LINE OF THE SW/4NE/4 OF SAID SECTION 15 WITH THE WESTERLY RIGHT-OF-WAY LINE OF U.S. HIGHWAY 34 AS NOW CONSTRUCTED ACROSS SAID SW/4NE/4; THENCE SOUTHEASTERLY ALONG SAID RIGHT-OF-WAY LINE A DISTANCE OF 65 FEET; THENCE SOUTHWESTERLY 315.8 FEET TO A POINT 159.7 FEET SOUTH OF THE NORTH LINE OF SAID SW/4NE/4; THENCE NORTH 159.7 FEET TO THE NORTH LINE OF SAID SW/4NE/4; THENCE EAST 272.8 FEET TO THE POINT OF BEGINNING.</p>  | 2137890             |

EXHIBIT D - 72

| BW Lease No. | Lessor/Grantor       | Lessee/Grantee    | Lease date | Lease description  | Recording Reference |
|--------------|----------------------|-------------------|------------|--|---------------------|
| 60640        | BURGER, FLORENCE A   | ARLO L RICHARDSON | 03/15/88   | <p>T5N, R65W, 6TH P M<br/>                     SEC 15. ALL THAT PART OF THE SW4NE/4 MORE PARTICULARLY DESCRIBED AS FOLLOWS:<br/>                     BEGINNING AT THE INTERSECTION OF THE NORTH LINE OF THE SW4NE/4 OF SAID SECTION 15 WITH THE WESTERLY RIGHT-OF-WAY LINE OF U.S. HIGHWAY 34 AS NOW CONSTRUCTED ACROSS SAID SW4NE/4; THENCE SOUTHEASTERLY 65 FEET ALONG SAID RIGHT-OF-WAY; THENCE SOUTHWESTERLY 525 FEET TO A POINT 235 FEET SOUTH OF THE NORTH LINE OF SAID SW4NE/4; THENCE NORTH 235 FEET TO THE NORTH LINE OF SAID SW4NE/4; THENCE EAST 450 FEET MORE OR LESS, TO THE PLACE OF BEGINNING, EXCEPTING THEREFROM ALL THAT PART OF THE SW4NE/4 MORE PARTICULARLY DESCRIBED AS FOLLOWS:<br/>                     BEGINNING AT THE INTERSECTION OF THE NORTH LINE OF THE SW4NE/4 OF SAID SECTION 15 WITH THE WESTERLY RIGHT-OF-WAY LINE OF U.S. HIGHWAY NO. 34 AS NOW CONSTRUCTED ACROSS THE SAID SW4NE/4; THENCE SOUTHEASTERLY ALONG SAID RIGHT-OF-WAY A DISTANCE OF 65 FEET; THENCE SOUTHWESTERLY 315.8 FEET TO A POINT 159.7 FEET SOUTH OF THE NORTH LINE OF THE SAID SW4NE/4; THENCE NORTH 159.7 FEET TO THE NORTH LINE OF SAID SW4NE/4; THENCE EAST 272.8 FEET TO THE POINT OF BEGINNING.</p> | 2137893             |
| 60641        | ROBB, EUGENE W ET UX | ARLO L RICHARDSON | 03/15/88   | <p>T5N, R65W, 6TH P M<br/>                     SEC 15. A TRACT OF LAND IN THE NE/4 MORE PARTICULARLY DESCRIBED AS FOLLOWS:<br/>                     COMMENCING AT THE EAST QUARTER OF SAID SECTION 15 AND CONSIDERING THE SOUTH LINE OF THE NE/4 OF SAID SECTION 15 TO BEAR SOUTH 89.4924 WEST AND WITH ALL OTHER BEARINGS CONTAINED HEREIN BEING RELATIVE THERETO; THENCE SOUTH 89.4924 WEST, ALONG THE SOUTH LINE OF THE NE/4 OF SAID SECTION 15, 661.36 FEET TO A POINT ON THE WESTERLY RIGHT-OF-WAY OF COLORADO STATE HIGHWAY NO. 34; THENCE NORTH 45.2200 WEST, ALONG SAID WESTERLY RIGHT-OF-WAY 1,081.80 FEET TO THE TRUE POINT OF BEGINNING; THENCE SOUTH 87.4045 WEST, 566.05 FEET; THENCE 00.5642 EAST, 544.48 FEET; THENCE NORTH 68.4423 EAST, 21.87 FEET TO A POINT ON THE WESTERLY RIGHT-OF-WAY OF SAID COLORADO STATE HIGHWAY NO. 34; THENCE SOUTH 45.2200 EAST, ALONG SAID WESTERLY RIGHT-OF-WAY, 753.54 FEET TO THE TRUE POINT OF BEGINNING.</p>  | 2135947             |

EXHIBIT D - 73

| BW Lease No. | Lessor/Grantor                     | Lessee/Grantee    | Lease date | Lease description  | Recording Reference |
|--------------|------------------------------------|-------------------|------------|--|---------------------|
| 60642        | ROBB, KENNETH ROY ET UX            | ARLO L RICHARDSON | 03/15/88   | TSN, R65W, 6TH P M, SEC 15. ALL OF LOTS 1 AND 2 IN THE SWANE/4 ACCORDING TO THE SUBDIVISION OF LANDS BY THE UNION COLONY OF COLORADO, LYING SOUTH OF THE RIGHT-OF-WAY OF U.S. HIGHWAY 34, LESS AND EXCEPT TWO PARCELS OF LAND MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS IN WARRANTY DEED RECORDED IN BOOK 1216 AT PAGE 489 AND IN WARRANTY DEED RECORDED IN BOOK 610 UNDER RECEPTION NO. 1532134, AND ALL OF LOTS 1 AND 2 IN THE SE/4NE/4 ACCORDING TO THE SUBDIVISION OF LANDS BY THE UNION COLONY OF COLORADO, LESS AND EXCEPT ALL THAT PART THEREOF LYING NORTH OF THE RIGHT-OF-WAY OF U.S. HIGHWAY 34. | 2137892             |
| 60643        | THOMPSON, MARGARET GERTRUDE ET VIK | ARLO L RICHARDSON | 03/15/88   | TSN, R65W, 6TH P M, SEC 15. ALL OF LOTS 1 AND 2 IN THE SWANE/4 ACCORDING TO THE SUBDIVISION OF LANDS BY THE UNION COLONY OF COLORADO, LYING SOUTH OF THE RIGHT-OF U.S. HIGHWAY 34 LESS AND EXCEPT TWO PARCELS OF LAND MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS IN WARRANTY DEED RECORDED IN BOOK 1216 AT PAGE 489 AND IN WARRANTY DEED RECORDED IN BOOK 610 UNDER RECEPTION NO. 1532134, AND ALL OF LOTS 1 AND 2 IN THE SE/4NE/4 ACCORDING TO THE SUBDIVISION OF LANDS BY THE UNION COLONY OF COLORADO, LESS AND EXCEPT ALL THAT PART THEREOF LYING NORTH OF THE RIGHT-OF-WAY OF U.S. HIGHWAY 34.         | 2136923             |
| 60644        | CASSEDAY, MARY LOUISE              | ARLO L RICHARDSON | 03/15/88   | TSN, R65W, 6TH P M, SEC 15. ALL OF LOTS 1 AND 2 IN THE SWANE/4 ACCORDING TO THE SUBDIVISION OF LANDS BY THE UNION COLONY OF COLORADO, LYING SOUTH OF THE RIGHT-OF-WAY OF U.S. HIGHWAY 34, LESS AND EXCEPT TWO PARCELS OF LAND MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS IN WARRANTY DEED RECORDED IN BOOK 1216 AT PAGE 489 AND IN WARRANTY DEED RECORDED IN BOOK 610 UNDER RECEPTION NO. 1532134, AND ALL OF LOTS 1 AND 2 IN THE SE/4NE/4 ACCORDING TO THE SUBDIVISION OF LANDS BY THE UNION COLONY OF COLORADO, LESS AND EXCEPT ALL THAT PART THEREOF LYING NORTH OF THE RIGHT-OF-WAY OF U.S. HIGHWAY 34. | 2137127             |
| 60645        | DOTY, JOY                          | ARLO L RICHARDSON | 03/15/88   | TSN, R65W, 6TH P M, SEC 15. ALL OF LOTS 1 AND 2 IN THE SWANE/4 ACCORDING TO THE SUBDIVISION OF LANDS BY THE UNION COLONY OF COLORADO, LYING SOUTH OF THE RIGHT-OF-WAY OF U.S. HIGHWAY 34, LESS AND EXCEPT TWO PARCELS OF LAND MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS IN WARRANTY DEED RECORDED IN BOOK 1216 AT PAGE 489 AND IN WARRANTY DEED RECORDED IN BOOK 610 UNDER RECEPTION NO. 1532134, AND ALL OF LOTS 1 AND 2 IN THE SE/4NE/4 ACCORDING TO THE SUBDIVISION OF LANDS BY THE UNION COLONY OF COLORADO, LESS AND EXCEPT ALL THAT PART THEREOF LYING NORTH OF THE RIGHT-OF-WAY OF U.S. HIGHWAY 34. | 2137891             |

EXHIBIT D - 74

| BW Lease No. | Lessor/Grantor       | Lessee/Grantee          | Lease date | Lease description  | Recording Reference |
|--------------|----------------------|-------------------------|------------|--|---------------------|
| 60646        | ROBB, WILLIAM KEITH  | ARLO L RICHARDSON       | 03/15/88   | T5N, R65W, 6TH P.M.<br>SEC 15: ALL OF LOTS 1 AND 2 IN THE SW1/4NE1/4 ACCORDING TO THE SUBDIVISION OF LANDS BY THE UNION COLONY OF COLORADO LYING SOUTH OF THE RIGHT-OF-WAY OF U.S. HIGHWAY 34, LESS AND EXCEPT TWO PARCELS OF LAND MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS IN WARRANTY DEED RECORDED IN BOOK 1216 AT PAGE 489 AND IN WARRANTY DEED RECORDED IN BOOK 610 UNDER RECEPTION NO. 1532134; AND ALL OF LOTS 1 AND 2 IN THE SE1/4NE1/4 ACCORDING TO THE SUBDIVISION OF LANDS BY THE UNION COLONY OF COLORADO, LESS AND EXCEPT ALL THAT PART THEREOF LYING NORTH OF THE RIGHT-OF-WAY OF U.S. HIGHWAY 34.  | 2139012             |
| 60647        | ROBB, EUGENE W ET UX | ARLO L RICHARDSON       | 03/15/88   | T5N, R65W, 6TH P.M.<br>SEC 15: ALL OF LOTS 1 AND 2 IN THE SW1/4NE1/4 ACCORDING TO THE SUBDIVISION OF LANDS BY THE UNION COLONY OF COLORADO, LYING SOUTH OF THE RIGHT-OF-WAY OF U.S. HIGHWAY 34, LESS AND EXCEPT TWO PARCELS OF LAND MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS IN WARRANTY DEED RECORDED IN BOOK 1216 AT PAGE 489 AND IN WARRANTY DEED RECORDED IN BOOK 610 UNDER RECEPTION NO. 1532134; AND ALL OF LOTS 1 AND 2 IN THE SE1/4NE1/4 ACCORDING TO THE SUBDIVISION OF LANDS BY THE UNION COLONY OF COLORADO, LESS AND EXCEPT ALL THAT PART THEREOF LYING NORTH OF THE RIGHT-OF-WAY OF U.S. HIGHWAY 34.   | 2139012             |
| 60648        | MOORE, FRANK E ET AL | R A RESOURCES INC       | 08/22/84   | T5N, R65W, 6TH P.M.<br>SEC 4 S1/2NE1/4W1/4, SE1/4NW1/4   | 1980409             |
| 60653        | EISENMAN, EDWARD J   | BASIN EXPLORATION, INC. | 10/12/84   | T5N, R65W, 6TH P.M.<br>SEC 15: A TRACT OF LAND LOCATED IN THE S1/2NW1/4, WELD COUNTY, COLORADO AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE CENTER CORNER OF SAID SECTION 15 AND CONSIDERING THE EAST LINE OF THE NW1/4 OF SAID SECTION 15 TO BEAR SOUTH 00 17'00" WEST AND WITH ALL OTHER BEARINGS CONTAINED HEREIN RELATIVE THERETO: THENCE SOUTH 89 54'01" WEST ALONG THE SOUTH LINE OF THE NW1/4 OF SAID SECTION 15, 1563.45 FEET; THENCE NORTH 00 05'59" WEST, 494.98 FEET; THENCE ALONG THE SOUTHERLY BANK OF THE GREILEY IRRIGATION COMPANY CANAL BY THE FOLLOWING 6 COURSES AND DISTANCES: NORTH 70 54'58" EAST, 274.20 FEET; NORTH 66 35'34" EAST, 233.12 FEET; NORTH 61 00'00" EAST, 284.90 FEET; NORTH 62 10'56" EAST, 227.17 FEET; NORTH 48 30'27" EAST, 501.87 FEET; NORTH 60 37'58" EAST, 83.16 FEET; THENCE NORTH 89 56'48" EAST, 220.77 FEET TO A POINT ON THE EAST LINE OF THE NW1/4 OF SAID SECTION 15; THENCE SOUTH 00 17'00" WEST ALONG THE EAST LINE OF THE NW1/4 OF SAID SECTION 15, 1324.84 FEET TO THE POINT OF BEGINNING. | 1989373             |

EXHIBIT D - 75

| BW Lease No. | Lessor/Grantor                                   | Lessee/Grantee                 | Lease date | Lease description   | Recording Reference |
|--------------|--|--------------------------------|------------|---|---------------------|
| 60654        | INTRAWEST BANK OF GREELEY                        | R A RESOURCES INC              | 08/30/84   | T5N, R65W, 6TH P M SEC 4, N/2NE/4NW/4   | 1985701             |
| 60655        | SHARP BROTHERS SEED COMPANY                      | BELL & ASSOCIATES LAND LEASING | 03/09/83   | T5N, R65W, 6TH P M SEC 4, LOTS 2 AND 3, IN BLOCK 1, GEISERT INDUSTRIAL P U D. A SUBDIVISION IN THE COUNTY OF WELD, STATE OF COLORADO, AS PER THE MAP FILED OCTOBER 14, 1976 IN BOOK 779 UNDER RECEPTION NO. 1701352, WELD COUNTY RECORDS, TOGETHER WITH A PART OF LOT 1, BLOCK 1, OF GEISERT INDUSTRIAL P U D., MORE PARTICULARLY DESCRIBED AS FOLLOWS:<br>BEGINNING AT THE SOUTHWEST CORNER OF SAID LOT 1 AND CONSIDERING THE SOUTH LINE OF SAID LOT 1 TO BEAR NORTH 87 04'00" EAST WITH ALL OTHER BEARINGS CONTAINED HEREIN BEING RELATIVE THERETO, THENCE NORTH 87 04'00" EAST ALONG SAID SOUTH LINE, 112.78 FEET, THENCE NORTH 86 1'36" WEST, 114.47 FEET TO A POINT ON THE WEST LINE OF SAID LOT 1, SAID POINT BEING 167.86 FEET SOUTHERLY FROM THE NORTHWEST CORNER OF SAID LOT 1, THENCE SOUTH 06 45'30" EAST ALONG SAID WEST LINE, 13.46 FEET TO THE POINT OF BEGINNING, EXCEPTING THEREFROM A PART OF LOT 2, BLOCK 1, GEISERT INDUSTRIAL P U D., MORE PARTICULARLY DESCRIBED AS FOLLOWS:<br>BEGINNING AT THE NORTHEAST CORNER OF SAID LOT 2 AND CONSIDERING THE NORTH LINE OF SAID LOT 2 TO BEAR SOUTH 87 04'00" WEST WITH ALL OTHER BEARINGS CONTAINED HEREIN BEING RELATIVE THERETO, THENCE SOUTH 87 04'00" WEST ALONG SAID NORTH LINE, 113.89 FEET, THENCE SOUTH 86 1'13'36" EAST 113.49 FEET TO A POINT ON THE EAST LINE OF SAID LOT 2, SAID POINT BEING 195.00 FEET SOUTHERLY FROM THE NORTHEAST CORNER OF LOT 1, BLOCK 1 OF SAID GEISERT INDUSTRIAL P U D., THENCE NORTH 02 90'00" EAST ALONG SAID EAST LINE 13.37 FEET TO THE POINT OF BEGINNING. | 1923254             |
| 61027        | BRAUHER, DARLINDA                                | BASIN EXPLORATION, INC.        | 10/08/84   | T5N, R65W, 6TH PM SEC 16, LOT B OF RECORDED EXEMPTION NO. 0961-16-1-RE491, RECORDED 4/28/81 AT RECEPTION #1856706 BEING A PART OF THE S2NE  | 1994278             |
| 61028        | SCHAFFER, RONALD AND BARBARA                     | BASIN EXPLORATION, INC         | 09/27/85   | T5N, R65W, 6TH PM SEC 16, LOT A OF RECORDED EXEMPTION NO. 0961-16-1-RE491, RECORDED 4/28/81 AT RECEPTION #1856264 BEING A PART OF THE S2NE  | 2027802             |
| 61029        | UNITED BANK OF GREELEY, TRUSTEE FOR THOMAS F FAY | BASIN EXPLORATION, INC.        | 11/1/081   | T5N, R65W, 6TH PM SEC 16, A PARCEL IN THE S2NE MORE PARTICULARLY DESCRIBED IN LEASE   | 1984516             |

EXHIBIT D - 76

**EXHIBIT E**

**MEMORANDUM OF AGREEMENT**

*(Refer to attached)*

*Exhibit E*



**MEMORANDUM OF AMENDED AND RESTATED  
TRANSPORTATION SERVICES AGREEMENT**

THE STATE OF \_\_\_\_\_ §  
 COUNTY OF \_\_\_\_\_ §      KNOW ALL MEN BY THESE PRESENTS:

This Memorandum of Amended and Restated Transportation Services Agreement (this “Memorandum”) is entered into by and between GRAND MESA PIPELINE, LLC, a Delaware limited liability company (“GMP”), and BAYSWATER EXPLORATION & PRODUCTION, LLC, a Colorado limited liability company (“Bayswater” or “Shipper”). GMP and Bayswater collectively referred to herein as the “Parties.”

This Memorandum is being executed in connection with that certain Amended and Restated Transportation Services Agreement by and between GMP and Bayswater, dated June [\_\_\_], 2016 (the “Agreement”). The Agreement, among other things, sets forth the terms and conditions governing the respective rights of the Parties with respect to the transportation by Bayswater of certain volumes of crude petroleum through GMP’s pipeline system originating at certain stations in Weld County, Colorado, and terminating at the NGL Energy Partners LP terminal in Cushing, Oklahoma (as more particularly described in the Agreement, the “Pipeline System”). The Agreement provides, among other things, as follows:

1. As assurance for Bayswater’s performance under the Agreement (including but not limited to the obligations of Bayswater to ship or pay for the Fixed Monthly Payment as set forth in Section 8.1 of the Agreement and the Total Financial Commitment as set forth in Section 8.2 of the Agreement), and subject to the terms and conditions of the Agreement and Shipper’s Reservations (as defined in the Agreement), Bayswater has dedicated and committed to the performance of the Agreement, all of its right, title and interest in and to: (i) the Subject Leases; (ii) the Wells; (iii) the Dedicated Reserves; and (iv) Shipper’s Crude Petroleum (collectively, the “Dedicated Interests”), all to the extent located within, or produced from the Dedication Area covering the lands described in Exhibit A (the “Dedication Area”), for and during the Term of the Agreement, for the purpose of exclusively dedicating and committing the Dedicated Interests to GMP for the performance of the Agreement.

As used herein and in the Agreement: (A) “Subject Leases” means the oil, gas, and mineral leases (including any extensions or renewals of such leases and any new leases taken in replacement thereof prior to or within six (6) months after the expiration of any such lease), deeds, conveyances, and other instruments described in Exhibit B, as such exhibit may be amended from time to time, but only to the extent that such leases are located within the Dedication Area; (B) “Wells” means a horizontal well for the production of hydrocarbons located on the Subject Leases or on lands otherwise pooled, communitized or unitized therewith, in which Shipper owns an interest, that is either producing or intended to produce Dedicated Reserves, but expressly excluding vertical wells and further expressly excluding the wells described on Exhibit C; (C) “Dedicated Reserves” means all of the right, title and interest of Shipper in and to all Crude Petroleum reserves in and under the Subject Leases and the Wells Owned or Controlled by Shipper, whether now owned or hereafter acquired by Shipper; (D)

“Shipper’s Crude Petroleum” means all Crude Petroleum Owned or Controlled by Shipper, including, without limitation, Crude Petroleum produced from the Subject Leases and the Wells, whether now owned or hereafter acquired by Shipper; and, for the purposes hereof, Crude Petroleum is “Owned or Controlled” by Shipper if Shipper has title to such Crude Petroleum, whether by virtue of its ownership of a Subject Lease or otherwise, or, if Shipper does not have title to such Crude Petroleum, Shipper has the right, under any joint operating agreement, unit operating agreement, or other contractual arrangement or arising by operation of Applicable Laws, to commit and dedicate such Crude Petroleum to the performance of this Agreement; and (F) “Applicable Laws” means all federal, state or local laws, rules, orders or regulations applicable to the Parties, the Pipeline System, this Agreement, and the transactions contemplated hereby.

2. The dedication by Bayswater described in the preceding paragraph for the performance of the Agreement constitutes a covenant running with the land (and for clarity, shall also apply to any Dedicated Interests acquired by Bayswater subsequent to the Effective Date), shall be deemed to touch and concern all of Bayswater’s oil and gas leasehold interests in the lands within the Dedication Area, and shall be binding upon all of Bayswater’s permitted successors and assigns.

3. The Dedicated Interests do not include any of Shipper’s Crude Petroleum that has already been dedicated prior to the Date of the Agreement as set forth on Exhibit D (or in the case of subsequently acquired interests, prior to the date of such acquisition) (a “Prior Dedication”). Bayswater shall not extend marketing or transportation agreements governing Shipper’s Crude Petroleum subject to a Prior Dedication(s) beyond the end of the longest primary contract term associated with the transportation and/or marketing of that particular Shipper’s Crude Petroleum. Upon termination of such agreements, all Shipper’s Crude Petroleum subject to the Prior Dedication(s) shall be deemed part of Bayswater’s dedication under the Agreement for the remaining Term of the Agreement.

4. If Bayswater transfers any right, title, or interest in the Dedicated Interests, such transfer shall be made subject to the Agreement and any such transfer shall not impair the dedication under the Agreement to GMP. Any such transfer or Bayswater’s failure to notify GMP thereof shall not impair GMP’s rights under the Agreement as against Bayswater. If Bayswater transfers any right, title, or interest in some, but not all of the Dedicated Interests in addition to the requirements of the foregoing sentence, any right, title, or interest retained by Bayswater shall remain subject to the Agreement and the dedication therein.

This Memorandum is being executed to provide notice, without limiting or expanding the provisions of the Agreement, of the rights of the Parties with respect to the Dedicated Interests.

In addition, the Parties further provide notice they intend that GMP’s interests in the Dedicated Interests shall be subject to and burdened by the Agreement, the terms thereof shall be deemed incorporated by reference in its entirety herein and be appurtenant to and run with the land comprising the Dedicated Interests and the Dedication Area, and further, that the Agreement shall be binding and enforceable upon the successors and assigns of the Parties or of any interest in the Property.

More information regarding the terms of the Agreement can be obtained from  
/ \_\_\_\_\_ / at the following address:

/ \_\_\_\_\_ /  
/ \_\_\_\_\_ /  
/ \_\_\_\_\_ /

This Memorandum is not a complete summary of the Agreement, nor shall any provisions of this Memorandum be used in interpreting the provisions of the Agreement. In the event of any conflict between this Memorandum and the Agreement, the Agreement shall control.

This Memorandum is executed, acknowledged and delivered by GMP and Bayswater for the sole purpose of evidencing of record the existence of the Agreement and shall not alter, affect, amend or change any terms or provisions of the Agreement.

A counterpart original of this Memorandum may be recorded for notice purposes in any jurisdiction in which any of the Property is located. Counterparts so recorded may have different titles or captions, may substitute signature pages and acknowledgments in form required by applicable recording statutes, and may include modified versions of Exhibit A and Exhibit B describing only those portions of the Dedicated Interests against which they are to be indexed.

This Memorandum may be executed in multiple counterparts, each of which shall constitute an original, and all of which, when taken together, shall constitute one instrument.

*[Signature Pages Follow]*

EXECUTED as of the date of the parties' acknowledgments below but EFFECTIVE as of the \_\_\_ day of \_\_\_\_\_, 2016.

**GRAND MESA PIPELINE, LLC**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

THE STATE OF \_\_\_\_\_ §  
  §  
COUNTY OF \_\_\_\_\_ §

This instrument was acknowledged before me on \_\_\_\_\_, 20\_\_ by \_\_\_\_\_, the \_\_\_\_\_ of Grand Mesa Pipeline, LLC, a Delaware limited liability company, on behalf of said limited liability company.

\_\_\_\_\_  
Notary's Signature

\_\_\_\_\_  
(Name typed or printed)

Commission Expires: \_\_\_\_\_

**After recording, return to:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

EXECUTED as of the date of the parties' acknowledgments below but EFFECTIVE as of the \_\_\_\_ day of \_\_\_\_\_, 2016.

**BAYSWATER EXPLORATION & PRODUCTION, LLC**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

THE STATE OF \_\_\_\_\_ §  
  §  
COUNTY OF \_\_\_\_\_ §

This instrument was acknowledged before me on \_\_\_\_\_, 20\_\_ by \_\_\_\_\_, the \_\_\_\_\_ of Bayswater Exploration & Production, LLC, a Colorado limited liability company, on behalf of said limited liability company.

\_\_\_\_\_  
Notary's Signature  
  
\_\_\_\_\_  
(Name typed or printed)  
  
Commission Expires: \_\_\_\_\_

**EXHIBIT A**  
**Dedication Area**

The following described lands located within Weld County, Colorado:

Township 5 North, Range 65 West, 6th P.M.

Section 4: W/2NW/4, NE/4NW/4, SW/4

Section 9: W/2NW/4, S/2

Section 10: S/2

Section 15: N/2

Section 16: NE/4, E/2NW/4

Township 6 North, Range 65 West, 6th P.M.

Section 29: All

**EXHIBIT B**  
**Subject Leases**

**EXHIBIT C**  
**Excluded Wells**



**EXHIBIT D**  
**Prior Dedication**

**EXHIBIT F****WELLS SUBJECT TO PRIOR DEDICATION AND WELLS EXCLUDED FROM DEDICATION**

Prior Dedications:

None

Excluded Wells (in addition to all vertical wells within the Dedication Area):

| <b>LEASE</b> | <b>WELL_ID</b> | <b>TWP</b> | <b>RNG</b> | <b>SEC</b> | <b>1/4 1/4</b> | <b>OPERATOR</b>    | <b>API</b>   |
|--------------|----------------|------------|------------|------------|----------------|--------------------|--------------|
| CARLSON A    | 15-16-HN       | 05N        | 65W        | 15         | NENE           | BAYSWATER E&P, LLC | 05-123-41720 |
| CARLSON B    | 15-16-HC       | 05N        | 65W        | 15         | NENE           | BAYSWATER E&P, LLC | 05-123-41710 |
| CARLSON C    | 15-16-HN       | 05N        | 65W        | 15         | NENE           | BAYSWATER E&P, LLC | 05-123-41711 |
| CARLSON D    | 15-16-HN       | 05N        | 65W        | 15         | NENE           | BAYSWATER E&P, LLC | 05-123-41714 |
| CARLSON E    | 15-16-HC       | 05N        | 65W        | 15         | NENE           | BAYSWATER E&P, LLC | 05-123-41713 |
| CARLSON F    | 15-16-HN       | 05N        | 65W        | 15         | NENE           | BAYSWATER E&P, LLC | 05-123-41716 |
| CARLSON G    | 15-16-HN       | 05N        | 65W        | 15         | NENE           | BAYSWATER E&P, LLC | 05-123-41718 |
| CARLSON H    | 15-16-HC       | 05N        | 65W        | 15         | NENE           | BAYSWATER E&P, LLC | 05-123-41717 |
| CARLSON I    | 15-16-HN       | 05N        | 65W        | 15         | NENE           | BAYSWATER E&P, LLC | 05-123-41719 |
| CARLSON J    | 15-16-HN       | 05N        | 65W        | 15         | NENE           | BAYSWATER E&P, LLC | 05-123-41709 |
| CARLSON K    | 15-16-HC       | 05N        | 65W        | 15         | NENE           | BAYSWATER E&P, LLC | 05-123-41712 |
| CARLSON L    | 15-16-HN       | 05N        | 65W        | 15         | NENE           | BAYSWATER E&P, LLC | 05-123-41715 |

*Exhibit F*

**EXHIBIT B**

### Crude Oil Sale and Exchange Agreement

This Crude Oil Sale and Exchange Agreement (this "Agreement"), dated September 30, 2016, is by and between Bayswater Exploration & Production, LLC, a Colorado limited liability company, Bayswater Blenheim Holdings, LLC, a Delaware limited liability company, and Bayswater Blenheim Holdings II, LLC, a Delaware limited liability company (collectively "Bayswater"), 730 17<sup>th</sup> Street, Suite 610, Denver, Colorado 80202, and Extraction Oil & Gas, LLC, a Delaware limited liability company ("Extraction"), 370 17th Street, Suite 5300, Denver, Colorado 80202. Bayswater and Extraction are individually referred to as a "Party" and collectively, the "Parties".

#### RECITALS:

A. Pursuant to a Purchase and Sale Agreement dated July 29, 2016, between the Parties (the "Purchase Agreement"), Bayswater sold and conveyed and Extraction purchased certain properties, including wells capable of producing crude oil.

B. Among the assets assigned to Extraction pursuant to the Purchase Agreement are (i) that certain Amended and Restated Transportation Services Agreement dated June 21, 2016 between Grand Mesa Pipeline, LLC, ("Grand Mesa") and Bayswater (the "Grand Mesa TSA"), and (ii) that certain Transportation Services Agreement dated September 8, 2015, as amended July 28, 2016, between Platte River Midstream, Inc., ("Platte River") and Bayswater (the "Platte River TSA"). Collectively, the Grand Mesa TSA and the Platte River TSA are referred to as the "TSAs".

C. Under the Purchase Agreement, the Parties have agreed to apportion certain rights and obligations under the TSAs, and desire to enter into this Agreement to implement those apportionments.

In consideration of the covenants and agreements herein, the Parties agree as follows:

**DELIVERIES:** The following two deliveries will be deemed to be simultaneous, as an exchange, as and when barrels are delivered under "Delivery 1" below.

#### **Delivery 1: Bayswater will deliver barrels to Extraction:**

Product: Crude Oil meeting the specifications under the TSAs ("Product").

Quantity: A volume equal to the following, by Contract Years, as defined in the Grand Mesa TSA. The following is referred to as "Bayswater's Commitment":

| Grand Mesa TSA   |                 |
|------------------|-----------------|
| Contract Year    | Barrels Per Day |
| 1                | -0-             |
| 2-6              | 2,200           |
| 7                | 1,200           |
| Platte River TSA |                 |
| Contract Year    | Barrels Per Day |
| 1                | -0-             |
| 2-5              | 1,200           |

Bayswater’s Commitment multiplied by the number of days in such month is “Bayswater’s Monthly Commitment”. Bayswater’s Monthly Commitment less the actual deliveries by Bayswater during such month is “Bayswater’s Deficiency”. Bayswater will be responsible to Extraction for Bayswater’s Deficiency, if any, under the TSAs. Bayswater’s Deficiency shall be determined separately for each of the Grand Mesa TSA and the Platte River TSA, and Bayswater will pay Extraction for Bayswater’s Deficiency as follows (calculated separately):

The volumes of Bayswater’s Deficiency shall be multiplied by the then applicable per-barrel tariff rate paid by Extraction pursuant to, as applicable, either Grand Mesa’s FERC Tariff or Platte River’s FERC Tariff, collectively, the “FERC Tariffs” (“Bayswater’s Deficiency Payment”).

Bayswater’s Deficiency Payment shall be reduced to the extent that the total deliveries by both Parties under the applicable TSA result in a deficiency in meeting the applicable Fixed Monthly Payment (as defined in the applicable TSA) is less than Bayswater’s Deficiency Payment calculated above.

Title: Title shall pass from Bayswater to Extraction at the inlet flange of the interconnection facilities connecting Platte River and Bayswater (“Bayswater Facilities”) located on the lands described on Exhibit A, attached hereto, or when delivered through the tank load line to the trucks provided by Platte River, as applicable.

Price to be paid by Extraction to Bayswater: The daily average (excluding weekends and holidays) of Phillips 66 daily posting for West Texas Intermediate crude oil for the calendar month in which quantities are sold; deemed 40.0 API gravity, *less* the aggregate of the then applicable per-barrel tariff rate for both Grand Mesa and Platte River, *and* truck unloading fees, if any, as incurred at the applicable delivery point at Lucerne paid by Extraction to Grand Mesa and Platte River pursuant to

each respective FERC Tariff. Such price shall be applied to a volume equal to the volume of crude oil that is actually delivered from the Bayswater Facilities under Delivery 1, *less* any pipeline loss assessed under the TSAs, or applicable FERC Tariffs.

**Delivery 2: Extraction will deliver barrels to Bayswater:**

**Product:** Product as defined in Delivery 1 above.

**Quantity:** A volume equal to the volume of crude oil that is actually delivered from the Bayswater Facilities under Delivery 1, above, *less* any pipeline loss assessed under the TSAs, or applicable FERC Tariffs.

**Title:** Title shall pass from Extraction to Bayswater, or its designated agent or representative, at the inlet flange of NGL Energy Partners LP's terminal in Cushing, Oklahoma.

**Price to be paid by Bayswater to Extraction:** The daily average (excluding weekends and holidays) of Phillips 66 daily posting for West Texas Intermediate crude oil for the calendar month in which quantities are sold; deemed 40.0 API gravity.

**Term:** This Agreement shall be effective October 1, 2016, and continue for the duration of the Initial Term as defined in the Grand Mesa TSA; provided, this Agreement may be earlier terminated by Bayswater upon Bayswater delivering an aggregate volume of 4,454,830 barrels hereunder.

**Financial**

**Assurances:** Bayswater and Extraction shall have the obligations under the Grand Mesa TSA and the Platte River TSA for providing their proportionate share of the financial assurances (guarantees or letters of credit) as required under those agreements. The proportionate share of Bayswater under each TSA shall be the portion that the aggregate of Bayswater's Commitment over the term of this Agreement, bears to the total volume commitments under the applicable TSA ("Bayswater's Share"). Bayswater's Share under the Platte River TSA is 19.20%; and under the Grand Mesa TSA is 30.5%. If either Grand Mesa or Platte River is unwilling to accept the proportionate obligations for financial assurances from Bayswater and Extraction, and if Extraction is fully responsible for providing the financial assurances, then the Bayswater's Share of the financial assurances shall be provided by Elgin Energy, LLC, Bayswater Blenheim Holdings LLC and Bayswater Blenheim Holdings II, LLC, to Extraction, in the same form as required under the applicable TSA. The obligations of each of Elgin Energy, LLC, Bayswater Blenheim Holdings LLC, and Bayswater Blenheim Holdings II, LLC, under this provision, are several as to each of their respective interests and are not joint and several obligations.

**Line Fill:** Bayswater has already provided the line fill required under the Platte River TSA and adjustments for Extraction's share of that line fill were provided for in the Purchase Agreement.

At the time that Extraction is required to provide line fill under the Grand Mesa TSA, Bayswater shall pay Extraction for Bayswater's Share of any line fill Extraction actually provides pursuant to the Grand Mesa TSA, in an amount equal to Bayswater's Share, of all crude oil provided as line fill *multiplied* by the price for which production from the wells supplying line fill was sold immediately prior to the date that the line fill was provided (net of all royalties, overriding royalties, net profits interests, production payments or similar payment burdens).

**True-Up:** Pursuant to Section 7.4 of the Platte River TSA, Platte River will determine the Annual Volume True-Up. If for any year, the Annual Volume True-Up is positive, then as between Extraction and Bayswater the credit granted by Platte River under the Platte River TSA ("Annual Credit") shall be allocated as follows:

a. If there is an Annual Credit for a Contract Year, but if Bayswater did not deliver the Bayswater Commitment multiplied by the number of days in that Contract Year ("Bayswater Annual Commitment"), all of the Annual Credit will be allocated to Extraction.

b. If there is an Annual Credit for a Contract Year, but if Extraction did not deliver an amount equal to the Committed Volume (as defined in the Platte River TSA minus the Bayswater Annual Commitment ("Extraction Annual Commitment")), all of the Annual Credit will be allocated to Bayswater.

c. If there is an Annual Credit and both Bayswater delivered more than the Bayswater Annual Commitment and Extraction delivered more than the Extraction Annual Commitment, Bayswater will be allocated an amount equal to the Annual Credit times a fraction where the numerator equals the actual deliveries by Bayswater during the Contract Year minus the Bayswater Annual Commitment and the denominator equals the total deliveries under the Platte River TSA for the Contract Year minus the Committed Volume for the Contract Year.

d. The Annual Credit, if any is allocated to Bayswater, shall be credited to Bayswater and applied, on a barrel-for-barrel basis, at the then applicable rate set forth on Schedule "B" of the Platte River TSA, against any deficiency in Bayswater's Monthly Commitment during the Contract Year immediately following the Contract Year in which it was accrued. If not used during the immediately following Contract Year, such Annual Credit shall expire.

**Notices:** All notices and other communications between the Parties to this Agreement shall be in writing and shall be deemed to have been duly given when (i) delivered in person, (ii) five (5) days after posting in the United States mail having been sent registered or certified mail return receipt requested or (iii) delivered by facsimile with delivery confirmed. Notices shall be sent as follows:

If to Bayswater:

Bayswater Exploration & Production, LLC  
730 17<sup>th</sup> Street, Suite 610  
Denver, Colorado 80202  
Facsimile: (303) 893-2508  
Attention: Don W. Barbula

If to Extraction:

Extraction Oil & Gas , LLC  
370 17<sup>th</sup> Street, Suite 5300  
Denver, Colorado 80202  
Facsimile: (720) 557-8301  
Attention:

**Risk of Loss:** The risk of loss of the barrels exchanged in this Agreement shall be borne by the Party who has title to the barrels at the time of the loss pursuant to Delivery 1 or Delivery 2 set forth in this Agreement.

**Statements**

**Payments:** It is agreed that a net settlement (or net payment) arrangement set forth herein shall be used for the purpose of effecting payment and thereby settling the Parties' respective accounts for all purchases, sales and/or exchanges under this Agreement each month, subject to the following terms and conditions. For each month Extraction shall determine the sales price for the crude oil sold to Extraction and the crude oil delivered to Cushing for Bayswater's account, in accordance with the pricing terms of this Agreement. The difference resulting after offsetting the total amount each Party owes to the other Party, for the applicable month, shall be paid by the Party owing the greater amount by paying such difference to the Party owing the lesser amount within fifteen (15) days after its receipt of such invoice.

**Measurement:** The volumes of Product exchanged hereunder shall be based upon the measurement provisions in the TSAs.

**Audits:** Either Party, on 30 days prior written notice, shall have the right at its expense, at reasonable times during business hours, to audit the books and records of the other Party to the extent necessary to verify the accuracy of any statement, allocation, measurement, computation, charge, or payment made



under or pursuant to this Agreement. The scope of any audit shall be limited to the 24 month period immediately prior to the month in which the audit is requested.

**Governing Law:** State of Colorado, without respect to conflict of laws.

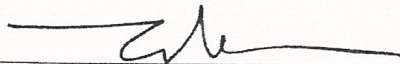
**Prior Agreements**

**Terminated:** On the effective date of this Agreement, all previous contracts and agreements between Bayswater (and its affiliates) and Extraction (and its affiliates) pertaining to the purchase and sale, or exchange of Products shall terminate and be superseded by this Agreement.

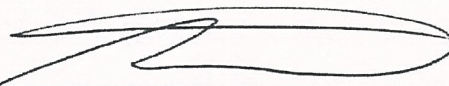
[Signature Page Follows]

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first set forth above.


Bayswater Exploration & Production, LLC

By:   
Name: Lynn S. Belcher  
Title: Executive Vice President

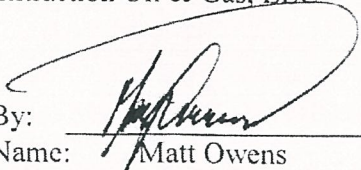
Bayswater Blenheim Holdings LLC

By:   
Name: Guy J. Castranova  
Title: Managing Director

Bayswater Blenheim Holdings II, LLC

By:   
Name: Guy J. Castranova  
Title: Managing Director

Extraction Oil & Gas, LLC

By:   
Name: Matt Owens  
Title: President

## EXHIBIT A

| Township | Range | Section   |
|----------|-------|---|
| 5N       | 64W   | All   |
| 5N       | 65W   | All   |
| 5N       | 66W   | All   |
| 6N       | 64W   | All   |
| 6N       | 65W   | All   |
| 6N       | 66W   | All   |
| 6N       | 67W   | Section 1: All  |
| 7N       | 64W   | All   |
| 7N       | 65W   | All   |
| 7N       | 66W   | All   |
| 7N       | 67W   | Section 24: S/2<br>Section 25: All<br>Section 36: All |

**EXHIBIT C**

May 30<sup>th</sup>, 2018

Bayswater Exploration & Production,  
LLC; Bayswater Blenheim Holdings  
LLC; Bayswater Blenheim Holdings II,  
LLC  
730 17<sup>th</sup> Street, Suite 500  
Denver, CO 80202

PDC Energy, Inc.  
1775 Sherman St.,  
Suite 3000  
Denver, CO 80203

Extraction Oil & Gas, Inc.  
370 17<sup>th</sup> Street, Suite 5300  
Denver, CO 80202

RE: Letter Agreement  
Line Fill Receivable related to Grand Mesa System

Ladies and Gentlemen:

This letter agreement (the "Letter") serves to identify certain rights and obligations of Extraction Oil & Gas, Inc. ("Extraction"), Bayswater Exploration & Production, LLC, Bayswater Blenheim Holdings LLC and Bayswater Blenheim Holdings II, LLC (collectively, "Bayswater"), and PDC Energy, Inc. ("PDC") arising under the various contracts described below.

Pursuant to that July 29, 2016 Purchase and Sale Agreement between Extraction (as successor in interest to Extraction Oil & Gas, LLC ("XOG")) and Bayswater, Bayswater assigned all of its interest in that certain Amended and Restated Transportation Services Agreement, dated June 21, 2016, between Grand Mesa Pipeline, LLC and Bayswater (the "Grand Mesa Agreement") to Extraction.

Pursuant to the Grand Mesa Agreement, Extraction provided all of the required line fill into the Grand Mesa System ("Required Line Fill").

Pursuant to that Crude Oil Sale and Exchange Agreement, dated September 30, 2016 ("Exchange Agreement"), between Bayswater and Extraction (as successor in interest to XOG), in October 2017 Bayswater paid Extraction an amount equal to \$2,795,707 (the "Line Fill Receivable Amount") for Bayswater's 30.5% share of the initial Required Line Fill on the Grand Mesa System.

Pursuant to that certain Assignment and Bill of Sale between Bayswater and PDC, dated January 5, 2018 and effective June 1, 2017, attached hereto (the "PDC Assignment"), Bayswater assigned to PDC all of its right, title, and interest in certain oil and gas properties and associated contracts including, but not limited to, the Exchange Agreement.

In order to properly account for the Line Fill Receivable Amount, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, XOG, PDC and Bayswater (together, the "Parties") agree to the following:

1. PDC agrees to credit Bayswater with the Line Fill Receivable Amount on the Final Settlement Statement arising under that certain Purchase and Sale Agreement, as amended, by and between PDC and Bayswater, dated September 25, 2017;
2. Extraction agrees to credit the Line Fill Receivable Amount to PDC and, upon earlier of (i) termination of the Exchange Agreement and (ii) such time as 4,454,830 barrels have been delivered under the Exchange Agreement, XOG shall remit the Line Fill Receivable Amount to PDC; and
3. PDC agrees to assume and to discharge the duties and obligations of Bayswater under the Exchange Agreement.

This Letter Agreement shall not be deemed to constitute an amendment or modification to the terms and conditions of the Exchange Agreement, which shall remain in full force and effect.


This Letter Agreement may be executed in any number of counterparts, each of which shall be binding on the party executing, and all of which shall constitute one agreement. Electronic execution or electronic delivery of the executed Letter Agreement shall be binding.

The signatories below declare, warrant and represent that they have the authority to enter into this Agreement on behalf of their respective principals, if any.


(signature page to follow)

Please indicate your agreement to the foregoing by executing in the spaces provided below.

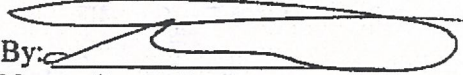
Bayswater Exploration & Production, LLC

By:   
Name: Lynn S. Belcher  
Title: Executive Vice President  
Date: May 25, 2018

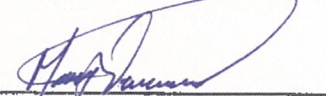
PDC Energy, Inc.

By:   
Name: Nicole L. Martinet  
Title: VP & Associate General Counsel  
Date: May 20, 2018

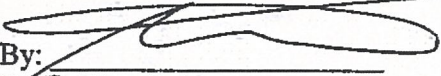
Bayswater Blenheim Holdings LLC

By:   
Name: Guy J. Castranova  
Title: Managing Director  
Date: May 24, 2018

Extraction Oil & Gas, Inc.

By:   
Name: Matt Owens  
Title: President  
Date: May \_\_, 2018

Bayswater Blenheim Holdings II, LLC

By:   
Name: Guy J. Castranova  
Title: Managing Director  
Date: May 24, 2018

**IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE DISTRICT OF DELAWARE**

|   |   |                                     |
|---|---|-------------------------------------|
| In re:  | ) | Chapter 11                          |
| EXTRACTION OIL & GAS, INC. <i>et al.</i> , <sup>1</sup> | ) | Case No. 20-11548 (CSS)             |
| Debtors.  | ) | (Jointly Administered)              |
|   | ) | Re: Docket Nos. 1505, 1508 and ____ |

**ORDER GRANTING MOTION FOR ORDER RESOLVING CONTROVERSIES AND  
DISPUTES REGARDING INTERPRETATION AND ENFORCEMENT OF PLAN AND  
MATTERS RELATED TO THE ASSUMPTION OR REJECTION OF EXECUTORY  
CONTRACTS**

This matter coming to be heard upon the *Motion for Order Resolving Controversies and Disputes Regarding Interpretation and Enforcement of Plan and Matters Related to the Assumption or Rejection of Executory Contracts* (“Motion”) filed herein by PDC Energy, Inc. (“PDC”) in regard to certain executory contracts with the above captioned Debtor, Extraction Oil & Gas, Inc. (“Extraction”); due notice of the Motion having been given; the Court being full advised in the premises and for the reasons appearing in the record;

IT IS HEREBY ORDERED THAT:

1. The Motion is granted;
2. The Exchange Agreement (defined in the Motion) and Line Fill Letter Agreement (defined in the Motion) are hereby deemed to be executory contracts assumed by the Debtor Extraction pursuant to its *Sixth Amended Joint Plan of Reorganization of Extraction Oil & Gas*,

<sup>1</sup> The Debtors in these chapter 11 cases, along with the last four digits of each Debtor’s federal tax identification number, are: Extraction Oil & Gas, Inc. (3923); 7N, LLC (4912); 8 North, LLC (0904); Axis Exploration, LLC (8170); Extraction Finance Corp. (7117); Mountaintop Minerals, LLC (7256); Northwest Corridor Holdings, LLC (9353); Table Mountain Resources, LLC (5070); XOG Services, LLC (6915); and XTR Midstream, LLC (5624). The location of the Debtors’ principal place of business is 370 17th Street, Suite 5300, Denver, Colorado 80202.



*Inc. and its Debtor Affiliates Pursuant to Chapter 11 of the Bankruptcy Code* (Docket No. 1505) (the “Plan”);

3. Given the Plan has been confirmed by this Court pursuant to its Confirmation Order (Docket No. 1509) (defined in the Motion), Extraction is liable to PDC for any obligations owing to PDC pursuant to the Exchange Agreement and Line Fill Letter Agreement and given the terms of such agreements the amounts owing by Extraction to PDC thereunder total \$2,795,707;

4. Extraction shall promptly pay to PDC the amount of \$2,795,707.00.

**IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE DISTRICT OF DELAWARE**

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|---|---|--|
| In re:  | ) | Chapter 11   |
|   | ) |  |
| EXTRACTION OIL & GAS, INC. <i>et al.</i> , <sup>1</sup> | ) | Case No. 20-11548 (CSS)                                      |
|   | ) | (Jointly Administered)                                       |
| Debtors.  | ) |  |
|   | ) | <b>Hearing Date: December 7, 2021 at 2:00 pm (ET)</b>        |
|   | ) | <b>Objection Deadline: November 12, 2021 at 4:00 pm (ET)</b> |

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**NOTICE OF MOTION FOR ORDER RESOLVING CONTROVERSIES AND  
DISPUTES REGARDING INTERPRETATION AND ENFORCEMENT OF PLAN AND  
MATTERS RELATED TO THE ASSUMPTION OR REJECTION OF  
EXECUTORY CONTRACTS**

**PLEASE TAKE NOTICE** that on October 21, 2021, PDC Energy, Inc. (“**PDC**”) filed the *Motion for Order Resolving Controversies and Disputes Regarding Interpretation and Enforcement of Plan and Matters Related to the Assumption or Rejection of Executory Contracts* (the “**Motion**”) with the United States Bankruptcy Court for the District of Delaware (the “**Court**”).

**PLEASE TAKE FURTHER NOTICE** that if you oppose the Motion or if you want the court to consider your views regarding the Motion, you must file a written response with the Court detailing your objection or response by **November 12, 2021 at 4:00 p.m. (ET)**. You must also serve a copy of your response upon undersigned counsel.

**PLEASE TAKE FURTHER NOTICE** that the hearing on the Motion is scheduled for **December 7, 2021 at 2:00 pm (ET)** before the Honorable Christopher S. Sontchi in Courtroom No. 6, 5<sup>th</sup> Floor, in the United States Bankruptcy Court located at 824 N. Market Street, Wilmington, Delaware 19801.

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<sup>1</sup> The Debtors in these chapter 11 cases, along with the last four digits of each Debtor’s federal tax identification number, are: Extraction Oil & Gas, Inc. (3923); 7N, LLC (4912); 8 North, LLC (0904); Axis Exploration, LLC (8170); Extraction Finance Corp. (7117); Mountaintop Minerals, LLC (7256); Northwest Corridor Holdings, LLC (9353); Table Mountain Resources, LLC (5070); XOG Services, LLC (6915); and XTR Midstream, LLC (5624). The location of the Debtors’ principal place of business is 370 17th Street, Suite 5300, Denver, Colorado 80202.

**IF YOU DO NOT TAKE THESE STEPS BY THE DEADLINE, THE COURT MAY DECIDE THAT YOU DO NOT OPPOSE THE RELIEF SOUGHT IN THE MOTION AND MAY GRANT OR OTHERWISE DISPOSE OF THE MOTION BEFORE THE SCHEDULED HEARING DATE.**

Dated: October 21, 2021

GELLERT SCALI BUSENKELL &  
BROWN, LLC

*/s/ Michael Busenkell*

Michael Busenkell (DE 3933)  
1201 N. Orange Street, Suite 300  
Wilmington, DE 19801  
Telephone (302) 425-5812  
Facsimile (302) 425-5814  
Email: [mbusenkel@gsbblaw.com](mailto:mbusenkel@gsbblaw.com)

*and*

MARKUS WILLIAMS YOUNG &  
HUNSICKER LLC  
John F. Young, #26989  
Zachary G. Sanderson, #52899  
1775 Sherman Street, Suite 1950  
Denver, Colorado 80203-4505  
Telephone (303) 830-0800  
Facsimile (303) 830-0809  
Email: [jyoung@markuswilliams.com](mailto:jyoung@markuswilliams.com)  
[zsanderson@markuswilliams.com](mailto:zsanderson@markuswilliams.com)

*Attorneys for the PDC Energy, Inc.*

**CERTIFICATE OF SERVICE**

I HEREBY CERTIFY that on October 21, 2021, I caused a true and correct copy of *Motion for Order Resolving Controversies and Disputes Regarding Interpretation and Enforcement of Plan and Matters Related to the Assumption or Rejection of Executory Contracts* to be electronically filed and served via CM/ECF upon all parties requesting electronic notices in this case and additionally upon the parties below via electronic mail:

WHITEFORD, TAYLOR & PRESTON LLC

Marc R. Abrams, Esq.  
Richard W. Riley, Esq.  
Stephen B. Gerald, Esq.  
The Renaissance Centre  
405 North King Street, Suite 500  
Wilmington, Delaware 19801  
mabrams@wtplaw.com  
rriley@wtplaw.com  
sgerald@wtplaw.com

KIRKLAND & ELLIS LLP  
KIRKLAND & ELLIS INTERNATIONAL LLP  
Christopher Marcus, P.C.  
Allyson B. Smith, Esq.  
Ciara Foster, Esq.  
601 Lexington Avenue  
New York, New York 10022  
christopher.marcus@kirkland.com  
allyson.smith@kirkland.com  
ciara.foster@kirkland.com

/s/ Michael Busenkell  
Michael Busenkell (DE 3933)