

NOTICE OF FORECLOSURE SALE

Effective as of May 20, 2019, DOUBLE PLAY OIL & GAS, INC. ("**Mortgagor**" and "**Borrower**"), executed a Deed of Trust, Mortgage, Security Agreement, Fixture Filing, Assignment of Production and Financing Statement (the "**Deed of Trust**" or "**Mortgage**"), conveying to Arturo Ortega, as Trustee, the Mortgaged Properties (as hereinafter defined), and Mortgagor granting a security interest in favor of the Mortgagee (as hereinafter defined) on the Mortgaged Properties (as hereinafter defined), said Deed of Trust originally filed for record under Document Number 228255, Volume 397, Page 740, in the Official Records of Live Oak County, Texas, to secure FREEDOM BANK ("**Mortgagee**") in the payment of the Indebtedness as further described in the Deed of Trust.

Pursuant to the terms of the Deed of Trust, the undersigned has Live Oakn appointed substitute trustee ("**Substitute Trustee**").

Mortgagee has advised Substitute Trustee that: (i) default has occurred in the payment of the Indebtedness and in the performance of the obligations of the Deed of Trust; (ii) the Indebtedness is now wholly due; and (iii) the Indebtedness remains unpaid.

Mortgagee, as the owner and holder of the Indebtedness, has instructed Substitute Trustee to sell the Mortgaged Properties, Mortgagee having elected to proceed against and sell the Mortgaged Properties in accordance with Mortgagee's rights and remedies under the Deed of Trust and Section 9.604(a) of the Texas Business and Commerce Code.

NOTICE IS HEREBY GIVEN that on Tuesday, **May 6, 2025, at 10:00 a.m.**, or not later than three hours after that time, I will, as Substitute Trustee under the Deed of Trust, begin the sale of the Mortgaged Properties, at public auction, to the highest bidder for cash, except that Mortgagee's bid may be by credit against the Indebtedness at the front porch of the Live Oak County Courthouse (301 Houston St, George West, TX 78022) or in the area designated by the Commissioner's Court, pursuant to Section 51.002 of the Texas Property Code for conducting foreclosure sales.

The **Mortgaged Properties** are described as follows:

- (a) All rights, titles, interests and estates owned as of the Deed of Trust and thereafter acquired by Borrower in and to the oil and gas and/or the oil, gas and mineral leases (herein sometimes called the "*Leases*"), operating rights, forced pooling orders and farmout agreements and other contractual or other rights relating to oil, gas and mineral rights, located in any County in thperme state of Texas, including, without limitation, those described on *Exhibit A* and the tracts, abstracts or surveys listed therein which is attached hereto and made a part hereof for all purposes, or which Leases are otherwise mentioned or referred to herein or therein and specifically, but without limitation, Borrower's undivided interests in the Leases described on *Exhibit A* attached hereto and made a part hereof;

FILED Apr 11 A.D. 20 25
LIVE OAK COUNTY, TEXAS
DONNA M. VANWAY CLERK, COUNTY COURT
BY Rebecca Munoz DEPUTY
AT 3:37 O'CLOCK pm

(b) All rights, titles, interests and estates owned as of the Deed of Trust and thereafter acquired by Borrower in and to (i) the properties now or hereafter pooled or unitized with the Leases; (ii) all presently existing or future unitization, communitization, pooling agreements and declarations of pooled units and the units created thereby (including, without limitation, all units created under orders, regulations, rules or other official acts of any Federal, State or other governmental body or agency having jurisdiction) that may affect all or any portion of the Leases including, without limitation, those units which may be described or referred to in *Exhibit A*; (iii) all operating agreements, contracts and other agreements described or referred to in this instrument which relate to any of the Leases or interests in the Leases described or referred to herein or in *Exhibit A* or to the production, sale, purchase, exchange, processing, gathering, compression, treating or transportation of the "Hydrocarbons" (hereinafter defined) from or attributable to such Leases or interests; and (iv) the Leases, even if Borrower's interests therein be incorrectly described or a description of a part or all of such Leases or Borrower's interests therein be omitted;

(c) All rights, titles, interests and estates owned as of the Deed of Trust and thereafter acquired by Borrower in and to all oil, gas, casinghead gas, condensate, distillate, liquid hydrocarbons, gaseous hydrocarbons and all products refined therefrom and all other minerals (herein collectively called the "Hydrocarbons") in and under and/or which may be produced and saved from or attributable to the Leases, the lands covered thereby and/or Borrower's interests therein, including all oil in tanks and all rents, issues, profits, proceeds, products, revenues and other income from or attributable to the Leases, the lands covered thereby and/or Borrower's interests therein which are subjected or required to be subjected to the liens and security interests of the Mortgage;

(d) All tenements, hereditaments, appurtenances and properties in anywise appertaining, belonging, affixed or incidental to the Leases, properties, rights, titles, interests and estates described or referred to in subparagraphs (a), (b) and (c) above, which are now owned or which may hereafter be acquired by Borrower subject to the limitations set forth in *Exhibit A*, including, without limitation, any and all property, real or personal, owned as of the Deed of Trust and thereafter acquired and situated upon or within the geographical boundaries covered by the Leases, used, held for use, or useful in connection with the operating, working or development of any of such Leases or properties (excluding drilling rigs, automotive equipment or other personal property which may be on such premises for the purpose of drilling a well or for other similar temporary uses) and including any and all oil wells, gas wells, salt water disposal wells, injection wells or other wells including, without limitation, those described on *Exhibit A* hereto, buildings, structures, field separators, flow-lines, separators, water treatment equipment or facilities, dehydrators, field separators, compressors, liquid extraction plants, plant compressors, pumps, pumping units, field gathering systems, tanks and tank batteries, fixtures, valves, fittings, machinery and parts, engines, boilers, meters, apparatus, equipment, appliances, tools, implements, cables, wires, towers, casing, tubing and rods, surface leases, rights-of-way, easements and servitudes together with all additions, substitutions, replacements, accessions and attachments to any and all of the foregoing properties;

(e) All inventory and all materials used or consumed in the processing of inventory, and all products thereof, now or hereafter located in or on, or stored in or on, transported through or otherwise related to the lands covered by the Leases (herein collectively, the "*Premises*"), including all inventory (as such term is used in the Uniform Commercial Code adopted by the State of Texas or any other State governing the creation, perfection, and priority or a security interest in any Mortgaged Properties or remedies related thereto (the "*Uniform Commercial Code*") and such other property held by Borrower for sale or lease (or in the possession of other persons while on lease or consignment) or furnished or to be furnished under any service contract and all raw materials, work in process and materials and supplies used or consumed in Borrower's business relating to the Premises, and returned or repossessed goods, together with any bill of lading, dock warrant; dock receipt, warehouse receipt or order for the delivery of such goods of Borrower related to the Leases, and any other document which in the regular course of business or financing is treated as adequately evidencing that the person in possession of it is entitled to receive, hold and dispose of the document and the goods that it covers (the Mortgaged Properties described in this Paragraph (h) are hereinafter collectively referred to as the "*Inventory*"), and all proceeds thereof and all accounts, contract rights and general intangibles under which such proceeds may arise, and together with all liens and security interests securing payment of the proceeds of the Inventory, including, but not limited to, those liens and security interests provided for under statutes enacted in the jurisdictions in which the Mortgaged Properties are located;

(f) All presently existing and hereafter created Hydrocarbon purchase agreements, Hydrocarbon sales agreements, supply agreements, raw material purchase agreements, product purchase agreements, product sales agreements, processing agreements, exchange agreements, gathering agreements, transportation agreements and other contracts and agreements which cover, affect, or otherwise relate to the transportation and/or processing of Hydrocarbons through or in the Premises or any other part of the Mortgaged Properties, and all other contracts and agreements (including, without limitation, equipment leases, maintenance agreements, electrical supply contracts, hedge or swap agreements, cap, floor, collar, exchange, forward or other hedge or protection agreements or transactions relating to crude oil, natural gas or other hydrocarbons, or any option with respect to any such agreement or transaction, and other contracts and agreements) which cover, affect or otherwise relate to the Premises, or any part thereof, together with any and all amendments, modifications, renewals or extensions (now or hereafter existing) to any of the foregoing (the Mortgaged Properties described in this Paragraph (i) are herein collectively called the "*Contracts*");

(g) All accounts, including but not limited to, (a) all of Borrower's rights to receive payment, whether or not earned by Borrower's performance and however acquired or evidenced, which arise out of or in connection with (1) Borrower's sale of Hydrocarbons, (2) Borrower's sale, assignment, lease, hiring out or allowance of use of, consignment, licensing or other voluntary disposition, whether permanent or temporary, of Inventory or other goods or property related to the Premises and/or the conduct of Borrower's business

thereon (including, without limitation, all payments received in lieu of payment for Inventory regardless of whether such payments accrued, and/or the events which gave rise to such payments occurred, on or before or after the date hereof, including, without limitation, "take or pay" or "minimum bill" payments and similar payments, payments received in settlement of or pursuant to a judgment rendered with respect to take or pay or minimum bill or similar obligations or other obligations under a sales contract, and payments received in buyout or other settlement of a contract covered by the Mortgage); (b) any and all rights and interests Borrower may have in connection with any of the transactions described in the preceding clause (a) and (c) all contracts and other agreements and writings, all accounts, chattel paper, documents, general intangibles and instruments, and all other items of property now or hereafter owned by Borrower or in which Borrower now has or hereafter acquires any rights or interests, whether tangible or intangible and related to the Premises that in any way constitute, embody or evidence any payment rights described in clause (a) of this paragraph or any of Borrower's other rights and interests described in clause (b) of this paragraph (the Mortgaged Properties described in this Paragraph (j) is hereinafter collectively referred to as the "*Accounts Receivable*");

(h) All contracts, agreements, leases, permits, orders, franchises, servitudes, certificates, privileges, rights, technology, licenses and general intangibles (including, without limitation, all trademarks, trade names, and symbols) which are now or hereafter used, or held for use, in connection with or otherwise related to the Premises, the Inventory, the Contracts, and/or the Accounts Receivable (the Premises, the Inventory, the Contracts, and the Accounts Receivable are hereinafter collectively referred to as the "*Property*") or the conduct of Borrower's business on the Leases whether now or hereafter created, acquired, or entered into and all right, title and interest of Borrower thereunder, including, without limitation, rights, incomes, profits, revenues, royalties, accounts, contract rights and general intangibles under any and all of the foregoing;

(i) Any and all data, books and records related to the Premises and Borrower's operations thereon, including, but not limited to, accounting records, files, computer software, employee records, engineering drawings or plans, surveys, site assessments, environmental reports, customer lists, production records, laboratory and testing records, sales and administrative records, and any other material or information relating to the ownership, maintenance, or operation of the Property (the "*Books and Records*");

(j) All unearned premiums, accrued, accruing or to accrue under insurance policies now or hereafter obtained by Borrower for the Property or the conduct of Borrower's business on the Premises and all judgments, awards of damages and settlements hereafter made as a result of or in lieu of any taking of the Premises or any part thereof or any interest therein under the power of eminent domain, or for any damage (whether caused by such taking or otherwise) to the Leases or any part thereof or interest therein, including any award for change of grade of streets;

(k) All proceeds of the conversion, voluntary or involuntary, of the Property or any part thereof into cash or liquidated claims, including, without limitation, proceeds of hazard and title insurance, subject to the terms and conditions of the Mortgage;

(l) All options, extensions, improvements, betterments, renewals, substitutions and replacements of, and all additions and appurtenances to, the Property or any part thereof, hereafter acquired by, or released to, Borrower, or constructed, assembled or placed by Borrower on the Premises, and all conversions of the security constituted thereby (Borrower hereby acknowledging and agreeing that immediately upon such acquisition, release, construction, assembling, placement or conversion, as the case may be, and in each such case, without any further mortgage, conveyance, assignment or other act by Borrower, the same shall become subject to the lien of the Mortgage as fully and completely, and with the same effect, as though now owned by Borrower and specifically described herein);

(m) Any property that may from time to time hereafter by delivery or by writing of any kind be subjected to the lien or security interests hereof by Borrower or by anyone on Borrower's behalf;

(n) All of the rights, titles and interests of every nature whatsoever owned as of the Deed of Trust and thereafter acquired by Borrower in and to the Leases, Easements, properties, rights, titles, interests and estates and every part and parcel thereof, including, without limitation, said Leases, properties, rights, titles, interests and estates as the same may be enlarged by the discharge of any payments out of production or by the removal of any charges or Permitted Encumbrances (as that term is defined in the Deed of Trust) to which any of said Leases, Easements, properties, rights, titles, interests or estates are subject, or otherwise; together with any and all renewals and extensions of any of said Leases, Easements, properties, rights, titles, interests or estates; and all contracts and agreements supplemental to or amendatory of or in substitution for the Leases, Easements, the contracts and agreements described or mentioned above and any and all additional interests of any kind hereafter acquired by Borrower in and to said Leases, Easements, properties, rights, titles, interests or estates; and

(o) All accounts, as-extracted collateral, contract rights, equipment, fixtures, inventory, general intangibles and any and all other personal/movable property of any kind or character constituting a part of, relating to or arising out of those portions of the Mortgaged Properties that are described in paragraphs (a) through (l) above and all proceeds and products of all such portions of the Mortgaged Properties.

Any fractions or percentages specified on attached *Exhibit A* in referring to Borrower's interests are solely for purposes of the warranties made herein and shall in no manner limit the quantum of interest affected by the Mortgage with respect to any Leases or with respect to any unit or well identified on said *Exhibit A*.

The Mortgaged Properties will be sold subject to any prior liens, outstanding ad valorem taxes, other matters of record in **Live Oak** County, Texas, and by instruments filed with the Texas Secretary of State's office, to the extent such matters are still effective and are superior to the liens and security interests on the Property granted in the Deed of Trust, and other exceptions to conveyance and warranty in the Deed of Trust.

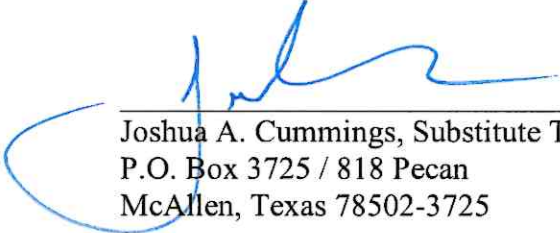
Any real or personal property described in the Deed of Trust not to be sold as part of the Mortgaged Properties in the sale may be noticed, at Mortgagee's election, for sale at a subsequent date and time noticed in accordance with Mortgagee's rights and remedies under the Deed of Trust and Section 9.604(a) of the Texas Business and Commerce Code.

All capitalized terms not otherwise defined in this instrument are defined in the Deed of Trust.

The following disclosure is provided in order to comply with Section 51.002(i) of the Texas Property Code:

Assert and protect your rights as a member of the armed forces of the United States. If you or your spouse is serving on active military duty, including active military duty as a member of the Texas National Guard or the National Guard of another state or as a member of a reserve component of the armed forces of the United States, please send written notice of the active duty military service to the sender of this notice immediately.

Executed effective as of **April 11, 2025**.



Joshua A. Cummings, Substitute Trustee
P.O. Box 3725 / 818 Pecan
McAllen, Texas 78502-3725

Sender's Mailing Address:

Joshua A. Cummings
P.O. Box 3725 / 818 Pecan
McAllen, Texas 78502-3725

EXHIBIT "A"
Live Oak County

MAGGIE MCNEILL A1:

Oil and Gas Lease dated effective December 12, 2011 by and between Linda Appell Spires, et al, as Lessor and One Apex Energy, Inc., as Lessee covering 184.0 acres of land out of the A. B. & M. Survey No. 343, A-489 and the J. Poitevent Survey No. 25, A-357, Live Oak County, Texas as recorded by Memorandum in Volume 202, Page 748, of the Official Public Records of Live Oak County, Texas INsofar AND ONLY INsofar as said Lease covers 55.0 acres described below hereto as to those depths from the surface down to and including 5,380 feet.

55.0 acres of land, more or less, being out of a 184.0 acre tract of land situated in the A.B. & M. Survey No 343, Abstract 489 and the J. Poitevent Survey No. 25, Abstract 357, in Live Oak County, Texas, and described in that Oil and Gas Lease dated October 14, 2011 but effective December 12, 2011 by and between Linda Appell Spires, et al, as Lessor and One Apex Energy, Inc., as Lessee, recorded by Memorandum in Volume 202, Page 748, of the Official Public Records of Live Oak County, Texas, and being more fully described by metes and bounds, as follows:

Starting at a point being the West corner of said P. Persuela Survey, Abstract 323, the North corner of the O.T. Dix Survey, Abstract 188 and the East corner of the J. Poitevent Survey, Abstract 357,

THENCE: N 44° 35' 32" W - along the Northeast boundary line between the J. Poitevent Survey and the A.B. & M. Survey a distance of 1146.65 feet to a point in the Northeast line of the Poitevent Survey for the East corner of the herein described tract and PLACE OF BEGINNING

THENCE: Continuing N 44° 35' 32" W - along the Northeast line of said J. Poitevent Survey at approximately 794.92 feet passing the North corner of the Poitevent Survey, a total distance of 1149.15 feet to a point in the A.B. & M. Survey for the North corner of this 55 acre tract;

THENCE: S 45° 21' 46" W - a distance of 2084.85 feet to at a point in the A.B. & M. Survey No 343, Abstract 489 for the West corner of the herein described tract;

THENCE: S 44° 35' 32" E - at 354.23 feet passing the northwest boundary line of the said Poitevent Survey, a total distance of 1149.15 feet to a point for the South corner of the herein described tract;

THENCE: N 45° 21' 46" E - a distance of 2084.85 feet to the POINT OF THE BEGINNING, containing within these metes and bounds, 55.0 acres of land, more or less;

AS TO AND ONLY AS TO depths and horizons in and under the above described 55.0 acres of land from the surface down to the subsurface depth of 6,200 feet.

MAGGIE MCNEILL B1:

Oil and Gas Lease dated effective August 30, 2012 by and between Linda Appell Spires, et al, as Lessor and

One Apex Energy, Inc., as Lessee covering 300.0 acres of land out of the J. Poitevent Survey, A-838 and the B. S. & F. Survey, A-98, Live Oak County, Texas as recorded by Memorandum in Volume 228, Page 1, of the Official Public Records of Live Oak County, Texas INSOFAR AND ONLY INSOFAR as said Lease covers 115.0 acres described below hereto as to those depths from the surface down to and including 5,487 feet.

115.0 acres of land, more or less, located in the J. Poitevent Survey, Abstract 838, Live Oak County, Texas and being a part of that 1652.8 acre tract of land, described as Share 1 in that Partition Deed recorded in Volume 170, Page 486, of the Deed Records of Live Oak County, Texas and being more fully described by metes and bounds, as follows:

BEGINNING at a point on the Northwest boundary line of the J. Poitevent Survey, Abstract 838 being approximately 1,035 feet northeast of the West corner of said Poitevent Survey and being the West corner of this tract:

THENCE: N 44° 21' 46" E - a distance of 2,685.30 feet to a point on the boundary line between the Poitevent Survey and the B. S. & F. Survey, A-98 for the north corner of the herein described tract;

THENCE: S 44° 35' 32" E - a distance of approximately 1,865.65 feet to a point for the east corner of the herein described tract;

THENCE: S 45° 21' 46" W - a distance of 2,685.30 feet to a point being the south corner of the herein described tract;

THENCE: N 44° 35' 32" W - a distance of approximately 1,865.65 feet to the POINT OF THE BEGINNING, containing within these metes and bounds, a 115.0 acre tract, more or less;

AS TO AND ONLY AS TO depths and horizons in and under the above described 115.0 acres of land from the surface down to the subsurface depth of 5,487 feet.

MAGGIE MCNEILL C1:

Oil and Gas Lease dated October 14, 2011 but effective December 12, 2011 by and between Linda Appell Spires, et al, and One Apex Energy, Inc., recorded by Memorandum in Volume 202, Page 748, of the Official Public Records of Live Oak County, Texas,

Oil and Gas Lease dated July 15, 2012 but effective August 30, 2012 by and between Linda Appell Spires, et al, and One Apex Energy, Inc., recorded by Memorandum in Volume 228, Page 1, of the Official Public Records of Live Oak County, Texas, Official Public Records of Live Oak County, Texas

INSOFAR AND ONLY INSOFAR as said Leases cover 85.0 acres described in below hereto as to those depths from the surface down to and including 5,570 feet.

85.0 acres of land, more or less, situated in the J. Poitevent Survey No. 25, Abstract 357 and the J. Poitevent Survey, Abstract 838, in Live Oak County, Texas, being out of a 184.0 acre tract of land described in that

Oil and Gas Lease dated October 14, 2011 but effective December 12, 2011 by and between Linda Appell Spires, et al, and One Apex Energy, Inc., recorded by Memorandum in Volume 202, Page 748, of the Official Public Records of Live Oak County, Texas, and a 300.0 acre tract described in that Oil and Gas Lease dated July 15, 2012 but effective August 30, 2012 by and between Linda Appell Spires, et al, and One Apex Energy, Inc., recorded by Memorandum in Volume 228, Page 1, of the Official Public Records of Live Oak County, Texas, and being more fully described by metes and bounds, as follows:

Starting at a point being the East corner of the J. Poitevent Survey, Abstract 357, the West corner of said P. Persuela Survey, Abstract 323, and the North corner of the O.T. Dix Survey, Abstract 188;

THENCE: S 45° 21' 46" W - a distance of 2084.85 feet to at a point on the boundary line between the O.T. Dix Survey and the Poitevent Survey A-357 for the East corner of the herein described tract and PLACE OF BEGINNING;

THENCE: N 44° 35' 32" W - a distance of 1146.65 feet to a point in the Poitevent Survey, A-357 for the North corner of the herein described tract;

THENCE: S 45° 21' 46" W - at distance of 2815.71 feet passing the boundary line between the Poitevent Survey, A-357 and the Poitevent Survey, A-838, a total distance of 3,222.03 feet for the West corner of this tract;

THENCE: S 44° 35' 32" E - a distance of 1149.15 feet to a point on the southeast boundary line of the Poitevent Survey, A-838 for the South corner of the herein described tract;

THENCE: N 45° 21' 46" E - at distance of 406.32 feet passing the boundary line between the Poitevent Survey, A-838 and the Poitevent Survey, A-357, a total distance of 3,222.03 feet to the POINT OF THE BEGINNING, containing within these metes and bounds, 85.0 acres of land, more or less;

AS TO AND ONLY AS TO depths and horizons in and under the above described 85.0 acres of land from the surface down to the subsurface depth of 5,570 feet.

MAGGIE MCNEILL D1:

Oil and Gas Lease dated effective August 30, 2012 by and between Linda Appell Spires, et al, as Lessor and One Apex Energy, Inc., as Lessee covering 340.0 acres of land out of the J. Poitevent Survey, A-838 and the B. S. & F. Survey, A-98, Live Oak County, Texas as recorded by Memorandum in Volume 228, Page 1, of the Official Public Records of Live Oak County, Texas as amended by Amendment to Oil and Gas Lease recorded in Volume 259, Page 972 of the Official Public Records of Live Oak County, Texas INsofar AND ONLY INsofar as said Lease covers 80.0 acres described in below hereto as to those depths from the surface down to and including 5,572 feet.

Oil and Gas Lease dated effective July 15, 2012 by and between Linda Appell Spires, et al, as lessor and One Apex Energy, Inc., as lessee, covering 300.0 acres of land out of the O. Dix Survey, A-838, F. Church Survey, A-801, The B. S. & F. Survey, A-98 and The J. Poitevent Survey, A-357 in Live Oak County, Texas, (the "Lease") as recorded by Memorandum in Volume 228, Page 1 of the Official Public Records of Live Oak County, Texas, as amended to contain 340.0 acres as recorded by Amendment to Oil and Gas Lease in Volume 259, Page 972 of the Official Public Records of Live Oak County, Texas insofar and only insofar

as said Lease covers 80.0 acres of land described as follows:

CONTRACT AREA

80.0 acres of land, more or less, out of the B. S. & F. Survey, A-98, O. Dix Survey, Abstract 838, and the J. Poitevent Survey, Abstract 357, Live Oak County, Texas being more fully described by metes and bounds, as follows:

BEGINNING at a point found for an interior corner on the northwest boundary line of the above described Lease as amended;

THENCE: Northwest along the northernmost northeast boundary line of the Lease as amended a distance of 575.03 feet to a point for the west corner of this tract;

THENCE: Northeast along the northwest boundary line of the Lease a distance of 2,666.38 feet to at a point in the B. S. & F. Survey for the north corner of the Lease as amended and this tract;

THENCE: Southeast along the northeast boundary line of the Lease as amended, a distance of approximately 1,295.40 feet to a point on the northwest boundary of the Apex - McNeill 184.0 acre Lease dated December 12, 2011 for the northernmost east corner of the Lease as amended, and this tract;

THENCE: Southwest along the northwest boundary line of the 184.0 acre lease a distance of 1,258.51 feet to at a point on the boundary line between the J. Poitevent Survey A-357 and O. Dix Survey A-838 being the far West corner of the Apex-McNeill 184.0 acre lease and an interior corner of the Lease and this tract,

THENCE: Southeast along the southwest boundary of the Apex - McNeill 184.0 acre Lease and the southernmost northeast boundary line of the Lease, a distance of approximately 234 feet for the southernmost east corner of this tract;

THENCE: Southwest a distance of 1095 feet to a point for the south corner of this tract;

THENCE: Northwest a distance of 954.37 feet to a point for and interior corner of this tract;

THENCE: Southwest a distance of 312.87 feet to the POINT OF THE BEGINNING, containing within these metes and bounds, 80.0 acres of land, more or less;

AS TO AND ONLY AS TO depths and horizons in and under the above described 80.0 acres of land from the surface down to the subsurface depth of 5,572 feet.

MCNEILL H1:

Oil and Gas Lease dated February 20, 2013 but effective March 1, 2013 by and between Linda Appell Spires, et al, and One Apex Energy, Inc., covering 350.0 acres out of the J. Curry Survey, A-143, recorded by Memorandum in Volume 256, Page 717, of the Official Public Records of Live Oak County, Texas,

INSOFAR AND ONLY INSOFAR as said Leases cover 80.0 acres as to those depths from the surface down to and including 5,574 feet.

Said 80 described as being 80.0 acres of land, more or less, located within the Jane Curry Survey, A-143, Live Oak County, Texas and being a part of that 350.0 acres of land, described in that Oil and Gas Lease dated effective March 1, 2013 by and between Linda Appell Spires, et al, as Lessor and One Apex Energy, Inc., as Lessee, recorded in Volume 256, Page 717 of the Official Public Records of Live Oak County, Texas, and being more particularly described as follows:

BEGINNING at a point on the northeast boundary line of Block 17 of the Lion Oil Refining Company Subdivision of the McNeill Ranch according to a map or plat thereof of record in Volume 1, Pages 188-189, Plat Records of Live Oak County, Texas said point being 800.0 feet southeast of the North corner of Block 17 for the westernmost corner of this tract;

THENCE Northeast along a line 800.0 feet parallel to and southeast of the northwest boundary line of the Jane Curry Survey a distance of 1,610.00 feet to a point for an interior corner of this tract;

THENCE Northwest a distance of 275.0 feet to a point for the northernmost west corner of this tract;

THENCE Northeast along a line 525.0 feet parallel to and southeast of the northwest boundary line of the Jane Curry Survey a distance of 1,550.0 feet to a point for the north corner of this tract;

THENCE Southeast a distance of 1,243.0 feet to a point being the east corner of this tract;

THENCE Southwest a distance of 3,160.0 feet to a point on the northeast boundary of Block 17 for the south corner of this tract

THENCE Northwest along the northeast boundary of Block 17 a distance of 968.0 feet to the PLACE OF BEGINNING containing within these metes and bounds 80.0 acres of land, more or less;

AS TO AND ONLY AS TO depths and horizons in and under the above described 80.0 acres of land from the surface down to the subsurface depth of 5,574 feet.

MCNEILL UNIT:

Attached to and made a part of that certain Partial Assignment of Oil & Gas Lease by and between One Apex Energy, Inc and Double Play Oil & Gas, inc dated February 11, 2008 regarding the Double Play Oil & Gas, Inc #1 McNeill Unit well located in Live Oak County, Texas.

40 acres of land, being that 40 acres described in Unit Designation, said Unit Designation being recorded in Volume 104, Page 660, File No. 179131 of the Official Records of Live Oak County, Texas.

MAGGIE MCNEILL 1 & 2:

Oil and Gas Lease effective 8/3/2010 by and between Mary Elizabeth McNeill, et al, as Lessor and One Apex Energy, Inc., as Lessee covering 384.7 acres of land out of the A. B. & M. Survey, A-489 and M. Shipp Survey, A-788, Live Oak County, Texas as recorded by Memorandum in Volume 164, Page 617, of the Official Public Records of Live Oak County, Texas INSOFAR AND ONLY INSOFAR as said Lease covers 320 acres comprising the production units around the DOUBLE PLAY, MAGGIE MCNEILL #1 and the

DOUBLE PLAY, MAGGIE McNEILL #2 WELLS FROM THE SURFACE DOWN TO AND INCLUDING 5,300 FEET as described in that Designation of Production Units and Partial Release of Oil and Gas Lease dated August 29, 2011, recorded in Volume 195, Page 547, Official Records of Live Oak County, Texas.

WEST MAGGIE:

Oil and Gas Lease effective May 5, 2012 by and between Linda Appell Spires, et al, as Lessor and One Apex Energy, Inc., as Lessee covering 100.0 acres of land out of the A. B. & M. Survey, A-489, Live Oak County, Texas as recorded by Memorandum in Volume 216, Page 837, of the Official Public Records of Live Oak County, Texas INsofar AND ONLY INsofar as said Lease covers those depths from the surface down to and including 5,411 feet.

MCNEILL D3:

Lease No. 1: Oil and Gas Lease dated August 10, 2002 but effective September 1, 2002 by and between Mary Elizabeth McNeill, et al, as Lessor, and Apex Energy, Inc., as Lessee, covering 240.0 acres out of the Jane Curry Survey, A-143, Live Oak County, Texas, and recorded by Memorandum in Volume 478, Page 26 of the Official Public Records of Goliad County, Texas, as amended by Amendment to Oil and Gas Lease dated May 1, 2008 recorded in Volume 122, Page 148 of the Official Public Records of Live Oak County, Texas INsofar AND ONLY INsofar as the Lease covers the southeast 20.606 acres of land out of Block 18 of the P. E. McNeill Estate and being the northwest 20.606 acres of the 40.0 acre McNeil 3-D Unit described by metes and bounds below.

Lease No. 2: Oil and Gas Lease dated March 30, 2008 but effective April 16, 2008 by and between Mary Elizabeth McNeill, et al, as Lessor, and One Apex Energy, Inc., as Lessee, covering 519.24 acres out of the Jane Curry League Survey, A- 143, and recorded by Memorandum in Volume 115, Page 237 of the Official Public Records of Live Oak County, Texas INsofar AND ONLY INsofar as the Lease covers 19.394 acres of land out of Block 15 of the P. E. McNeill Estate and being the southeast 19.394 acres of the 40.0 acre McNeil 3-D Unit described by metes and bounds below.

INsofar AND ONLY INsofar AS THE LEASES COVER THE LANDS DESCRIBED BELOW:

LANDS

Double Play Oil and Gas, Inc., McNeill #D-3 Well Tract

Being a called 40.0 acre unit, more or less, being situated in Blocks 15 and 18 of the P.E. McNeill Estate, of record found in Book 1, Page 189, Map Records of Live Oak County, Texas. Said 40.0 acre unit being out of the JANE CURRY Survey, Abstract No. 143 in Live Oak County, Texas. This 40.0 acre tract of land is located approximately 3.0 miles Southwest of Dinero in Live Oak County, Texas and is described, more particularly, by metes and bounds as follows:

BEGINNING at a point, being the North corner of Block 15, same being the West corner of Block 16;

THENCE-S 44° 33' 05" E, along and with the Northeast line of Block 15, a distance of 660 feet to

a point for the East corner of this tract of land herein described;

THENCE-S 45° 15' 50" W, a distance of 1,320.00 feet to a point for the South corner of this tract of land herein described;

THENCE-N 44° 33' 05" W, a distance of 1320 feet to a point in Block 18 for the West corner of this tract of land herein described;

THENCE-N 45° 15' 50" E, a distance of 1,320.00 feet to a point in the northeast boundary line of Block 18 for the North corner of this tract of land described herein;

THENCE S 44° 33' 05" E, along the boundary line between Blocks 18 and 17, a distance of 660 feet to the POINT OF BEGINNING and containing 40.0 acres of land within these metes and bounds.

INSOFAR AND ONLY INSOFAR AS TO THOSE DEPTHS FROM THE SURFACE DOWN TO THE BASE OF THE MAIN HOCKLEY FORMATION FOR THE PRODUCTION OF OIL, GAS, GAS CONDENSATE AND ASSOCIATED HYDROCARBONS.

GRANBERRY UNIT:

1. Oil and Gas Lease dated May 1, 2011 by and between James D. Granberry, Sarah Granberry Rooney and William J. Granberry, as Lessor and One Apex Energy, Inc., as Lessee covering 30.0 acres of land out of the M. M. Shipp Survey No. 344, A-788, the Stephen Simmons Survey A-422, Live Oak County, Texas as recorded by Memorandum in Volume 187, Page 172, of the Official Public Records of Live Oak County, Texas.
2. Oil and Gas Lease dated March 29, 2007 by and between Wade McNeill Exempt Unitrust, et al, as Lessor and One Apex Energy, Inc., as Lessee covering 124.72 acres out of the M. Shipp Survey, A-788, Live Oak County, Texas and recorded in Volume 89, Page 816 of the Official Records of Live Oak County, Texas as amended by Extension and Amendment of Oil and Gas Lease recorded in Volume 133, Page 86 of the Official Records of Live Oak County, Texas.

INSOFAR AND ONLY INSOFAR as said Leases cover 40.0 acres of land surrounding the Double Play Oil & Gas, Granberry Unit #1 Well from the Surface down to and including 5,398 feet, as described in that Unit Designation dated January 18, 2012, recorded in Volume 205, Page 932 of the Official Public Records of Live Oak County, Texas.

GRANBERRY NORTH:

Oil and Gas Lease dated effective June 21, 2011 by and between James D. Granberry, et al, as Lessor and One Apex Energy, Inc., as Lessee covering 50.0 acres of land out of the S. Simmons Survey, A-422, Live Oak County, Texas as recorded by Memorandum in Volume 188, Page 788, of the Official Public Records of Live Oak County, Texas INSOFAR AND ONLY INSOFAR as said Lease covers 40 acres surrounding the North Granberry #1 well as to those depths from the surface down to and including 5,123 feet.

FREEMAN #5:

Oil and Gas Lease dated effective October 18, 2011 by and between Carlton Freeman WanWay, et al, as Lessor and One Apex Energy, Inc., as Lessee covering 120.0 acres of land out of the I. W. Smith Survey, A-431, Live Oak County, Texas as recorded by Memorandum in Volume 200, Page 214, of the Official Public Records of Live Oak County, Texas

Oil and Gas Lease dated effective November 16, 2011 by and between Ruth Parr Sparks Foundation, as Lessor and One Apex Energy, Inc., as Lessee covering 120.0 acres of land out of the I. W. Smith Survey, A-431, Live Oak County, Texas as recorded by Memorandum in Volume 200, Page 240, of the Official Public Records of Live Oak County, Texas

INSOFAR AND ONLY INSOFAR as said Leases covers 40.0 acres in a square around the Double Play, Freeman #5 well and those depths from the surface down to and including 5,010 feet.

#1 SOUTH MCNEILL

Attached to and made a part of that certain Partial Assignment of Oil & Gas Lease by and between Double Play Oil & Gas, Inc and Brush Country Bank dated April 4, 2007 regarding the Double Play Oil & Gas, Inc #1 South McNeill well located in Live Oak County, Texas.

80 acres of land being more particularly described as the Southeast half of Block 14 out of the Lion Oil Refining Company Subdivision of the McNeill Ranch, according to a map or plat thereof of record in Volume 1, Pages 188-189, Plat Records of Live Oak County, Texas ("Lion Subdivision").

AS TO AND ONLY AS TO depths and horizons from the subsurface depth of 4700 feet to the subsurface depth of 6,000 feet.

WADE MCNEILL #1-A

Attached to and made a part of that Partial Assignment of Oil & Gas Lease by and between Double Play Oil & Gas, Inc and Brush Country Bank dated April 4, 2007 regarding the Wade McNeill #1-A located in Live Oak County, Texas.

122.36 acres of land out of a 374.18 acre Oil and Gas Lease dated May 1, 2006 by and between Wade McNeill Exempt Unitrust, et al as Lessor and One Apex Energy, Inc as Lessee.

Said 122.36 acre tract of land being more particularly described as follows:

Starting at the East corner of said 374.18 acre tract for an East corner of 122.36 acre tract and PLACE OF BEGINNING.

THENCE northwest along the northeast boundary line of said 374.18 acre tract a distance of 1300 feet to a point on the northeast boundary line of said 374.18 acre tract for a North corner of this tract.

THENCE southwest along a line 1300 feet northwest of and parallel to the southeast boundary line of said 374.18 acre tract a distance of approximately 4100 feet to a point in the southwest boundary line of said

374.18 acre tract for a West corner of this tract;

THENCE southeast along the southwest boundary line of said 374.18 acre tract a distance of 1300 feet to the South corner of said 374.18 acre tract for a South corner of this tract;

THENCE northeast along the southeast boundary line of said 374.18 acre tract a distance of approximately 4100 feet to the East corner of said 374.18 acre tract, being the East corner of this tract and PLACE OF BEGINNING and containing 122.36 acres of land more or less.

AS TO AND ONLY AS TO depths and horizons from the surface down to a subsurface depth of 6200 feet.

GRANBERRY #1

Attached to and made a part of that certain Partial Assignment of Oil & Gas Lease by and between Apex Energy and Double Play Oil & Gas, Inc dated April 4, 2007 regarding the Granberry #1 located in Live Oak County, Texas.

149.21 Acres of land, more or less, located in the M.M. Shipp, A-768; Josephine Shipp, A-101; M.M Shipp, A-671 Surveys, Live Oak County, Texas and being more particularly described as follows:

BEGINNING at the most easterly South corner of a 901.33 acre tract described in Volume 154, Page 562, Deed Records, Live Oak County, Texas

THENCE North 45 degrees, 30' East along the most easterly southeast boundary line of said 901.33 acre tract a distance of approximately 5000 feet to the East corner of said 901.33 acre tract for an East corner of this tract;

THENCE North 44 degrees, 30' West along the northeast boundary line of said 901.33 acre tract a distance of 1300 feet for a North corner of this tract;

THENCE South 45 degrees, 30' West along a line 1300' northwest of and parallel to the most easterly southeast boundary line of said 901.33 acre tract, a distance of approximately 5000 feet to a point in the most easterly southwest boundary line of said 901.33 acre tract for a West corner of this tract;

THENCE South 44 degrees, 30' East along the most easterly southwest boundary line of said 901.33 acre tract a distance of 1300 feet to the most easterly South corner of said 901.33 acre tract for a South corner of this tract and PLACE OF BEGINNING and containing 149.21 acres of land more or less;

AS TO AND ONLY AS TO depths and horizons from the surface to a depth of 6000 feet.

#1 MOORE:

Attached to and made a part of that certain Partial Assignment of Oil & Gas Lease by and between Double Play Oil & Gas, Inc and Brush Country Bank dated April 4, 2007 regarding the Double Play Oil & Gas, Inc. #1 Moore, located in Live Oak County, Texas.

TRACT 1

That Oil and Gas Lease dated July 13, 2002 from Vanita Meador, individually and as Trustee for the Lynn T. Meador Estate Trust and Lynita Meador Moore as Lessor and Apex Energy, Inc. as Lessee and being recorded in that Memorandum of Oil and Gas Lease recorded in Volume 474, Page 138 of the OG&M Lease Records of Live Oak County, Texas and being further described as follows:

140.0 acres of land out of the H. McWhorter Survey 186 Abstract 721, said survey having been patented by the State of Texas to H. McWhorter by Patent No. 82, Volume 14, dated August 12, 1893, and recorded in Book K, at Page 148, et seq. of the Deed Records of Live Oak County, Texas, said 140 acres being more particularly described as follows:

BEGINNING at the North corner of the H. McWhorter Survey 186, Abstract 721;

THENCE Southwest along the Northwest boundary of survey a distance of 6,200 feet;

THENCE Southeast at a right angle a distance of 983.6 feet;

THENCE Northeast at a right angle a distance of 6,200 feet;

THENCE Northwest at a right angle a distance of 983.65 feet and back to the POINT OF BEGINNING.

In so far and only as so far as to the rights from the surface of the earth down to a depth of 5000 feet below the surface of the earth.

TRACT 2

That Oil and Gas Lease dated September 5, 2002 from Helen Meinrath Gayle, et al as Lessor and Apex Energy, Inc. as Lessee and being recorded in that Memorandum of Oil and Gas Lease in Volume 475, Page 87 of the OG&M Lease Records of Live Oak County, Texas and being further described as follows:

100.00 acres, more or less, out of the Southern portion of the G. & B. N Company Survey No. 4, A-502, and also out of the Southwest portion of the 745.33 acres of land described in the Deed dated August 19, 1913, from T.J. Lewis to J.J. Meinrath and John Meinrath, recorded in Volume T. at page 181 of the Deed Records of Live Oak, County Texas; being more fully described by metes and bounds as follows:

BEGINNING at a point for the East corner of this 100 acres, from which the East corner of said G & B. N. Company Survey No. 4, A-502, bears N. 44 deg. 38'E, 1,320.00 feet;

THENCE S. 44 deg. 38'W. with the Southeast line of said G. & B. N. Co. Survey No 4, a distance of 4,497.00 feet to a point for the South corner of this 100-acre tract, also being the South corner of said G. & B. N. Co. Survey No. 4;

THENCE N. 45 deg. W. with the Southwest line of said G. & B. N. Co. Survey No. 4, a distance of 968.5 feet to a point for the West corner of this 100-acre tract;

THENCE N. 44 deg. 38'E. 4,497.00 feet to a point for the North corner of this 100-acre tract;

THENCE S. 45 deg. E. 968.5 feet to the PLACE OF BEGINNING and containing 100 acres of land, more or less.

In so far and only as so far as to the rights from the surface of the earth down to a depth of 5000 feet below the surface of the earth.

MCNEILL NORTHEAST #1:

125 acres of land out of the Jane Curry League, Survey No. 8, Abstract No. 143, and also being out of the Lion Oil Refining Company Subdivision of the McNeill Ranch according to a map or plat thereof of record in Volume 1, Pages 188-189, Plat Records of Live Oak County, Texas ("Lion Subdivision") and being out of a March 15, 2004 Oil and Gas Lease recorded by Memorandum of Oil and Gas Lease in Volume 27, Page 715, Document number 167367, of the Official Records of Live Oak County, Texas and out of a March 17, 2004, 389 acre Oil and Gas Lease recorded by Memorandum of Oil and Gas Lease in Volume 27, Page 681, Document number 167365, of the Official Records of Live Oak County, Texas.

Said 125 acres of land being more particularly described as follows:

Starting at the West corner of Block 17, of said Lion Subdivision go 660 feet northeast along the northwest boundary line of Block 17, in common with the northwest boundary line of the Jane Curry Survey to a point in the northwest boundary line of Block 17, for a West corner of this tract and PLACE OF BEGINNING:

THENCE northeast along the northwest boundary line of Block 17, in common with the northwest boundary line of the Jane Curry Survey, A-143 past the north corner of Block 17, a total distance of 3525.5 feet to a point in the northwest boundary line of the Jane Curry Survey for a North corner of this tract;

THENCE southeast along a line 1320 feet northeast of and parallel to the northeast boundary line of Block 17, a distance of 1540 feet to a point in the Jane Curry Survey for an East corner of this tract;

THENCE southwest along a line 1540 feet southeast of and parallel to the northwest boundary line of the Jane Curry Survey, a distance of 3525.5 feet to a point in Block 17, for a South corner of this tract;

THENCE northwest along a line 660 feet northeast of and parallel to the southwest boundary line of Block 17, a distance of 1540 feet to a point in the northwest boundary line of Block 17, in common with the northwest boundary line of the Jane Curry Survey for a West corner of this tract and the PLACE OF BEGINNING.

And containing 125 acres of land, more or less;

WADE MCNEILL UNIT 1

Being a called 374.18 acre lease, more or less, being part of a called 498.9 acre tract, as recorded in Volume 468, Page 116, of the Oil, Gas and Mineral Lease Records of Live Oak County, Texas and being out of the M. Shipp Survey #344, A-788, approximately 3.9 miles southwest of Dinero in Live Oak County, Texas.

HINNANT #5-A

Being a called 351 acre lease, more or less, out of the Edward Burnett Survey, A-88, Live Oak County, Texas.

MCNEILL WEST

Legal Description:

Being situated in a called 96.44 acre unity, being the west 1/4 of Block 19 and the Northwest half of Block 20 of the Lion Oil Refining Co. Subdivision of the P.E. McNeill Estate, of record found in Volume 1, Page 185, Map records, Live Oak County, Texas, being situated in the Jane Curry Survey, A-143.

MCNEILL G-1

Legal Description:

Situated in a called 519.24 acre lease, of Record found in Volume 115, Page 237, Official Public Records, Live Oak County, Texas, said 519.24 acre lease being out of the Lion Oil Refining Co. Subdivision of the P.E. McNeill Estate, of Record found in Volume 1, Page 185, Map Records, Live Oak County, Texas, being situated in the Jane Curry Survey A143.

MCNEILL G-2

Legal Description:

Situated in a called 519.24 acre lease, of Record found in Volume 115, Page 237, Official Public Records, Live Oak County, Texas, said 519.24 acre lease being out of the Lion Oil Refining Co. Subdivision of the P.E. McNeill Estate, of Record found in Volume 1, Page 185, Map Records, Live Oak County, Texas, being situated in the Jane Curry Survey A143.

WADE MCNEILL SOUTH #1

Legal Description:

Being situated in a called 124.72 acre lease Out of a called 498.9 acre tract, as recorded in Volume 468, Page 116, of the Oil, Gas, and Mineral Lease Records, of Live Oak County, Texas, and being out of the M. Shipp Survey #344, A-788.

WADE MCNEILL NO. 1

Double Play Oil & Gas, Inc., Wade McNeill No. 1-A Well, located in the M. Shipp Survey, A-788, Live Oak County, Texas located at XY coordinates of X:2,315,299-80, Y:133,859.39, State Plane Coordinate System, NAD 27, Texas South Central Zone.

WADE MCNEILL SOUTH NO. 1

Double Play Oil & Gas, Inc., Wade McNeill South No.1. Well, located in the M. Shipp Survey, A-788, Live Oak County, Texas located at XY coordinates of X:2,314,951.59, Y:131,819.19, State Plane Coordinate System, NAD 27, Texas South Central Zone.

MCNEILL NO. G-1

Double Play Oil & Gas, Inc., McNeill No. G-1 Well, located in the Jane Curry Survey, A-143, Live Oak

County, Texas located at XY coordinates of X: 2,323,052.00, Y: 128,827.00, State Plane Coordinate System, NAD 27, Texas South Central Zone.

MCNEILL WEST NO. 1

Double Play Oil & Gas, Inc., McNeill West No. 1 Well, located in the Jane Curry Survey, A-143, Live Oak County, Texas located at XY coordinates of X: 2,316,727.00, Y: 130,149.00, State Plane Coordinate System, NAD 27, Texas South Central Zone.

MCNEILL SOUTH NO. 1

Double Play Oil & Gas, Inc., McNeill South No. 1 Well, located in the Jane Curry Survey, A-143, Live Oak County, Texas located at XY coordinates of X: 2,318,825.00, Y: 127,663.00, State Plane Coordinate System, NAD 27, Texas South Central Zone.

MCNEILL #F-3

Double Play Oil, & Gas, Inc., McNeill No. F-3 Well, located in the Jane Curry Survey, A-143, Live Oak County, Texas located at XY coordinates of X: 2,323,095.31, Y: 133,678.94, State Plane Coordinate System, NAD 27, Texas South Central Zone.

MCNEILL NORTHEAST NO. 1

Double Play Oil & Gas, Inc., McNeill Northeast No. 1 Well, located in the Jane Curry Survey, A-143, Live Oak County, Texas located at XY coordinates of X: 2320956.54, Y: 134354.24, State Plane Coordinate System, NAD 27, Texas South Central Zone.

MOORE NO. 1

Double Play Oil & Gas, Inc., Moore No. 1 Well, located in the Jane Curry Survey, A-143, Live Oak County, Texas located at XY coordinates of X: 2,291,402.57, Y: 145,761.40, State Plane Coordinate System, NAD 27, Texas South Central Zone.

GRANBERRY NO. 1

Double Play Oil & Gas, Inc., Granberry No. 1 Well, located in the M. Shipp Survey, A-788, Live Oak County, Texas located at XY coordinates of X: 2,319,963.22, Y: 135,006.81, State Plane Coordinate System, NAD 27, Texas South Central Zone.

MCNEILL H2:

Oil and Gas Lease dated February 20, 2013 but effective March 1, 2013 by and between Linda Appell Spires, et al, and One Apex Energy, Inc., covering 350.0 acres out of the J. Curry Survey, A-143,

recorded by Memorandum in Volume 256, Page 717, of the Official Public Records of Live Oak County, Texas,

INSOFAR AND ONLY INSOFAR as said Leases cover 80.0 acres as to those depths from the surface down to and including 5,574 feet.

Said 80 described as being 80.0 acres of land, more or less, located within the Jane Curry Survey, A-143, Live Oak County, Texas and being a part of that 350.0 acres of land, described in that Oil and Gas Lease dated effective March 1, 2013 by and between Linda Appell Spires, et al, as Lessor and One Apex Energy, Inc., as Lessee, recorded in Volume 256, Page 717 of the Official Public Records of Live Oak County, Texas, and being more particularly described as follows:

BEGINNING at a point on the northeast boundary line of Block 17 of the Lion Oil Refining Company Subdivision of the McNeill Ranch according to a map or plat thereof of record in Volume 1, Pages 188-189, Plat Records of Live Oak County, Texas said point being 800.0 feet southeast of the North corner of Block 17 for the westernmost corner of this tract;

THENCE Northeast along a line 800.0 feet parallel to and southeast of the northwest boundary line of the Jane Curry Survey a distance of 1,610.00 feet to a point for an interior corner of this tract;

THENCE Northwest a distance of 275.0 feet to a point for the northernmost west corner of this tract;

THENCE Northeast along a line 525.0 feet parallel to and southeast of the northwest boundary line of the Jane Curry Survey a distance of 1,550.0 feet to a point for the north corner of this tract;

THENCE Southeast a distance of 1,243.0 feet to a point being the east corner of this tract;

THENCE Southwest a distance of 3,160.0 feet to a point on the northeast boundary of Block 17 for the south corner of this tract

THENCE Northwest along the northeast boundary of Block 17 a distance of 968.0 feet to the PLACE OF BEGINNING containing within these metes and bounds 80.0 acres of land, more or less;

AS TO AND ONLY AS TO depths and horizons in and under the above described 80.0 acres of land from the surface down to the subsurface depth of 5,574 feet.

MCNEILL NORTH 3C

Attached to and made a part of that Assignment and Bill of Sale dated effective January 1, 2018, from ATL MINERALS, LLC to DOUBLE PLAY OIL & GAS, INC.

LANDS, LEASES and WELLS

1. Oil and Gas Lease dated August 10, 2002 by and between Mary Elizabeth McNeill, et al, as Lessor and Apex Energy, Inc., as Lessee covering 240.0 acres of land out of the Jane Curry Survey No. 8, A-143, Live Oak County, Texas as recorded by Memorandum in Volume 478, Page 26, of the Official Public Records of Live Oak County, Texas.
2. Oil and Gas Lease dated February 1, 2004 by and between Mary Elizabeth McNeill, et al, as Lessor and One Apex Energy, Inc., as Lessee covering 223.0 acres of land out of the Jane Curry Survey No. 8, A-143, Live Oak County, Texas as recorded by Memorandum in Volume 27, Page 715, of the Official Public Records of Live Oak County, Texas.
3. Oil and Gas Lease dated March 18, 2003 by and between Mary Elizabeth McNeill, et al, as Lessor and Apex Energy, Inc., as Lessee covering 392.0 acres of land out of the Jane Curry Survey No. 8, A-143, Live Oak County, Texas as recorded by Memorandum in Volume 481, Page 168, of the Official Public Records of Live Oak County, Texas.
4. Oil and Gas Lease dated December 18, 2003 by and between Exxon-Mobil Corporation, as Lessor and Apex Energy, Inc., as Lessee covering 550.0 acres of land out of the Jane Curry Survey No. 8, A-143, Live Oak County, Texas as recorded by Memorandum in Volume 428, Page 449, of the Official Public Records of Live Oak County, Texas.
5. Oil and Gas Lease dated April 18, 2006 by and between James Dewey Granberry, et al, as Lessor and One Apex Energy, Inc., as Lessee covering 207.56 acres of land out of the J. Poitevent Survey No. 277, A-508 the M.M. Shipp Survey No. 344, A-671, the Josephine Shipp Survey No. 530, A-1015 and the M.M. Shipp Survey No. 344, A-788, Live Oak County, Texas as recorded in Volume 63, Page 184, of the Official Public Records of Live Oak County, Texas.

WELLS

Double Play Oil & Gas, Inc., McNeill North #1
Double Play Oil & Gas, Inc., McNeill North #2
Double Play Oil & Gas, Inc., McNeill North #4
Double Play Oil & Gas, Inc., McNeill #E-2
Double Play Oil & Gas, Inc., McNeill Unit #1
Sue-Ann Operating, McNeill North #3
Sue-Ann Operating, Granberry #1

MCNEILL BROOKS #1

Oil and Gas Lease dated effective March 1, 2013 by and been Linda Appell Spires, et al, as Lessor and One Apex Energy, Inc., as Lessee covering 350.0 acres of land out of the J. Curry Survey, A-143, Live Oak County, Texas as recorded by Memorandum in Volume 256, Page 717, of the Official Public Records of Live Oak County, Texas.

INSOFAR AND ONLY INSOFAR as said Leases cover 40.0 acres described in Exhibit A attached hereto as to those depths from the surface down to and including 5,850 feet.

ONE APEX ENERGY, INC.
MCNEILL BROOKS #1 - 40.0 ACRE AREA
LIVE OAK COUNTY TEXAS

CONTRACT AREA

40.0 acres of land, being that part of that 1469.22 acre tract called Share 4 which is located Within the Jane Curry Survey, A-143, Live Oak County, Texas, more fully described in that Partition Deed dated October 14, 1955 conveyed from Scott E. McNeill, et alto Leslie Cox, recorded in Volume 170, Page 486 of the Deed Records of Live Oak County, Texas, being more particularly described as follows:

BEGINNING at a point on the northwest boundary line of the Jane Curry Survey being 3,160 feet northeast of the north corner of Block 17 of the Lion Oil Refining Company Subdivision of the McNeill Ranch according to a map or plat thereof of record in Volume 1, Pages 188-189, Plat Records of Live Oak County, Texas for the westernmost corner of this tract;

THENCE Northeast along the northwest boundary line of the J. Curry Survey a distance of 1,246.77 feet to a point on the northwest boundary line of the Curry survey for the north corner of this tract;

THENCE Southeast a distance of 1,397.53 feet to a point in the Curry Survey being the east corner of this tract;

THENCE Southwest a distance of 1,246.77 feet to a point in the Curry Survey for the south corner of this tract;

THENCE Northwest a distance of 1,397.3 feet to the PLACE OF BEGINNING containing within these metes and bounds 40.0 acres of land, more or less;

AS TO AND-ONLY AS TO depths and horizons in and under the above described 40.0 acres of land from the surface down to the subsurface depth of 5,850 feet.

All bearings and coordinates refer to the Texas State Plan Coordinate System of 1927, Texas South Central Zone.

MCNEILL BROOKS #A-1

ONE APEX ENERGY, INC.
MCNEILL BROOKS #A-1
LIVE OAK COUNTY TEXAS
LANDS AND LEASES

LEASE

Oil and Gas Lease dated effective March 1, 2013 by and between Linda Appell Spires, et al, as Lessor and One Apex Energy, Inc., as Lessee covering 350.0 acres of land out of the J. Curry Survey, A-143, Live Oak County, Texas as recorded by Memorandum in Volume 256, Page 717, of the Official Public Records of Live Oak County, Texas INsofar AND ONLY INsofar as said Lease covers 40.0 acres being the Lands described below:

LANDS

DOUBLE PLAY, McNEILL BROOKS #A-1

40.0 acres of land, being that part of that 1469.22 acre tract called Share 4 which is located within the Jane Curry Survey, A-143, Live Oak County, Texas more fully described in that Partition Deed dated October 14, 1955 conveyed from Scott E. McNeill, et al to Leslie Cox, recorded in Volume 170, Page 486 of the Deed Records of Live Oak County, Texas, being more particularly described as follows:

BEGINNING at a point in the Curry Survey being 3,160 feet northeast of the north corner of Block 17 of the Lion Oil Refining Company Subdivision of the McNeill Ranch according to a map or plat thereof of record in Volume 1, Pages 188-189, Flat Records of Live Oak County, Texas and 1,397.53 feet southeast of the northeast boundary line of the Curry Survey for the west corner of this tract;

THENCE Northeast along a line parallel to and 1,397.53 feet southeast of the northeast boundary line of the Curry Survey a distance of 1,320 feet to a point for the north corner of this tract;

THENCE Southeast a distance of 1,320.0 feet to a point in the Curry Survey being the east corner of this tract;

THENCE Southwest along a line parallel to and 2,717.53 feet southeast of the northeast boundary line of the Curry Survey a distance of 1,320.0 feet to a point in the Curry Survey for the south corner of this tract;

THENCE Northwest a distance of 1,320 feet to the PLACE OF BEGINNING containing within these metes and bounds 40.0 acres of land, more or less;

AS TO AND ONLY AS TO depths and horizons in and under the above described 40.0 acres of land from the surface down to the subsurface depth of 5,000 feet.

All bearings, coordinates and distances recited refer to the State Plane Coordinate System of 1927, Texas South Central Zone.

MCNEILL BROOKS #B-1

ONE APEX ENERGY, INC.
MCNEILL BROOKS #B-1
LIVE OAK COUNTY TEXAS

LANDS AND LEASES LEASE

Oil and Gas Lease dated effective March 1, 2013 by and between Linda Appell Spires, et al, as Lessor and One Apex Energy, Inc., as Lessee covering 450.0 acres of land out of the J. Curry Survey, A-143, Live Oak County, Texas as recorded by Memorandum in Volume 256, Page 695, of the Official Public Records of Live Oak County, Texas as amended by Amendment to Oil and Gas Lease recorded in Volume 293, Page 681 of the Official Public Records of Live Oak County, Texas INsofar AND ONLY INsofar as the Lease covers 65.0 acres described in the Contract Area below:

CONTRACT AREA

65.0 acres of land, being that part of that 1469.22 acre tract called Share 4 which is located within the Jane Curry Survey, A-143, Live Oak County, Texas more fully described in that Partition Deed dated October 14, 1955 conveyed from Scott E. McNeill, et al to Leslie Cox, recorded in Volume 170, Page 486 of the Deed Records of Live Oak County, Texas, and being more particularly described as follows:

Starting at a corner post being the east corner of Block 7A of the Lion Oil Refining Company Subdivision of the McNeill Ranch according to a map or plat thereof of record in Volume 1, Pages 188-189, Plat Records of Live Oak County, Texas;

THENCE Northwest along the northeast boundary lines of Blocks 7A and 16 of the Lions Subdivision at 886 feet pass the north corner of Block 7A and the east corner of Block 16 continuing for a total distance of 2,527 feet to a point on the northeast boundary line of Block 16;

THENCE Northeast across the Jane Curry Survey along a line perpendicular to the northeast boundary line of Block 16, a distance of 1,953.65 feet to a point in the Curry Survey;

THENCE Northwest along a line parallel to the northeast boundary line of Block 16, a

distance of 440.77 feet to a point for the West corner of this tract and the PLACE OF BEGINNING;

THENCE Northeast along a line perpendicular to the northeast boundary line of Block 16, a distance of 1620.0 feet to a point in the Curry Survey for the North corner of this tract;

THENCE Southeast along a line parallel to the northeast boundary line of Block 16, a distance of 1747.78 feet to a point for the East corner of this tract;

THENCE Southwest a line perpendicular to the northeast boundary line of Block 16, a distance of 1620.0 feet to a point for the South corner of this tract;

THENCE Northwest along a line parallel to the northeast boundary line of Block 16, a distance of 1747.78 feet to a point for the West corner of this tract and the PLACE OF BEGINNING containing within these metes and bounds 65.0 acres of land, more or less;

AS TO AND ONLY AS TO depths and horizons in and under the above described 65.0 acres of land from the surface down to the subsurface depth of 4,700 feet.

All bearings, coordinates and distances recited refer to the State Plane Coordinate System of 1927, Texas South Central Zone.

MCNEILL 124

Attached to and made a part of that Assignment of Undivided Interest in Oil and Gas Lease dated effective, March 1, 2015, from ONE APEX ENERGY, INC. to DOUBLE PLAY OIL & GAS, INC. covering the Double Play, McNeill 124 #1 well.

LEASE

Oil, Gas and Mineral Lease dated August 1, 2001 by and between Mary Elizabeth McNeill et al, as Lessor and Apex Energy, Inc., as Lessee covering 265.0 acres of land out of the Jane Curry League, Survey No. 8, A-143 in Live Oak County, Texas, as recorded by Memorandum in Volume 467, Page 241 of the Oil Gas and Mineral Lease Records of Live Oak County, Texas INsofar AND ONLY INsofar as lease covers 40.0 acres described below a the Contract Area.

Double Play, McNeill 124 91 Oil Well Tract

40.0 acres of land, more or less, located in the Jane Curry Survey, A-143, Live Oak County, Texas being situated in Blocks 13 and 14 of the P.E. McNeill Estate, of record found in Book 1, Page 189, Map Records of Live Oak County, Texas. ("Lion Subdivision"), being more particularly described in two tracts as follows:

BEGINNING at the West corner of Block 14, go northeast 778 feet along the northwest boundary line of Block 14 to a point for the North corner of this tract;

THENCE southeast along a line perpendicular to the northwest boundary line of Block 14 a distance of 756 feet to a point in Block 14 for the East corner of this tract;

THENCE southwest along a line 756 feet southeast of and parallel to the northwest boundary line of Block 14 a distance of 778 feet crossing the boundary line between Blocks 13 and 14, continuing 1,646.75 feet for a total distance of 2,304.75 feet to a point in Block 13 for a South corner of this tract;

THENCE northwest along a line perpendicular to the northwest boundary line of Block 13 a distance of 756 feet to a point in the northwest boundary line of Block 13 for the West corner of this tract;

THENCE northeast along the northwest boundary line of Block 13 a distance of 1,646.75 feet to the PLACE OF BEGINNING and containing 40.0 acres, more or less.

INSOFAR. AND ONLY INSOFAR as to those depths from the Surface down to and including 4,700 feet beneath the surface.

MAGGIE LAY

Attached to and made a part of that Partial Assignment of Oil and Gas Leases
dated effective May 22, 2017

LEASES

Oil and Gas Lease dated effective August 30, 2012 by and between Linda Appell Spires, et al, as Lessor and One Apex Energy, Inc., as Lessee covering 300.0 acres of land out of the J. Poitevent Survey, A-838 and the B. S. & F. Survey, A-98, Live Oak County, Texas as recorded by Memorandum in Volume 228, Page 1, of the Official Public Records of Live Oak County, Texas INSOFAR AND ONLY INSOFAR as said Lease covers 20.0 acres described as Tract I below as to those depths from the surface down to and including 4,788 feet.

Oil and Gas Lease dated September 30, 2015 by and between Carol Lay Fletcher, et al, as Lessor and One Apex Energy, Inc., as Lessee covering 20.0 acres of land out of the J. Poitevent Survey, A-838 in Live Oak County, Texas recorded by Memorandum in Volume 326, Page 96 of the Official Public Records of Live Oak County, Texas INSOFAR AND ONLY INSOFAR as said Lease covers those lands and depths described as Tract 2 below from the surface down to and including 4,788 feet.

LANDS

Tract 1: McNeill Tract

20 acres of land being out of the McNeill Share 1 tract described in a Deed recorded in Volume 170, Page 486 in the Deed Records of Live Oak County, Texas being more fully described by metes and bounds as follows:

BEGINNING: at a point in the said O. T. Dix Survey, Abstract 383 lying S 45° 02' 4" W 390.65 feet from a found 3/4" Iron rod for the North corner of a called 826.77 acre tract, as described in Volume 287, Page 335 in the Deed Records of Live Oak County, Texas:

THENCE: N 44 degrees 57' 46" W - a distance of approximately 660 feet to at a point for the north corner of the herein described tract;

THENCE: S 45 degrees 02' 14" W - a distance of 1,320 feet to a point in the said Dix Survey for the west corner of the herein described tract;

THENCE: S 44 degrees 57' 46" E - a distance of approximately 660 feet to at a point in the said Dix Survey for the south corner of the herein described tract;

THENCE: N 45 degrees 02' 14" E - a distance of 1,320 feet to the POINT OF THE BEGINNING, containing within these metes and bounds 20.0 acres of land, more or less.

Tract 2: Lay Tract

20.0 acres being out of a called 826.77 acre tract, as described in Volume 287, Page 335 in the Deed Records of Live Oak County, Texas out of the O. T. DIX, Abstract 838, being more fully described, by metes and bounds as follows:

BEGINNING: at a point in the said O. T. Dix Survey, Abstract 383 lying S 45° 02' 4" W 390.65 feet from a found 3/4" Iron rod for the North corner of the called 826.77 acre tract:

THENCE: S 44 degrees 57' 46" E - a distance of 660 feet to a point in the said Dix Survey for the east corner of the herein described tract;

THENCE: S 45 degrees 02' 14" W - a distance of 1,320 feet to at a point in the said Dix Survey for the south corner of the herein described tract;

THENCE: N 44 degrees 57' 46" W - a distance of 660 feet to at a point in the said Dix Survey for the west corner of the herein described tract;

THENCE: N 45 degrees 02' 14" E - a distance of 1,320 feet to the POINT OF THE BEGINNING, containing within these metes and bounds 20.0 acres of land, more or less.

MAGGIE MCNEILL E-1

Oil and Gas Lease dated effective August 30, 2013 by and between Linda Appell Spires, et al, as Lessor and One Apex Energy, Inc., as Lessee covering 150.0 acres of land out of the F. Church Survey, A-801 and the B. S. & F. Survey, A-98, Live Oak County, Texas as recorded by Memorandum in Volume 269, Page 696, of the Official Public Records of Live Oak County, Texas INsofar AND ONLY INsofar as said Lease covers those depths from the surface down to and including 5,142 feet.