

AMENDMENT OF OIL, GAS AND MINERAL LEASE

DATE: December 13, 2013

STATE: Texas

COUNTY: Karnes

LESSOR: John Louis Perez

LESSEE: Hilcorp Resources, LLC

PRESENT LESSEE:: MOEF LLC

WHEREAS, Lessee, named above, is the present owner of the following Oil, Gas and Mineral Lease:

BEING said memorandum from John Louis Perez to Hilcorp Resources, LLC, dated March 14, 2011 and recorded in Volume 968, Page 486.

2.644 acres of land, more or less, being described in two parcels as follows:

Tract One: 2.322 acres of land, more or less, being Lots Nos. Two (2), Three (3), Four (4), Five (5), Six (6), Seven (7), Eight (8), Nine (9), Eleven (11) and Twelve (12) of Block No. One Hundred Sixty-Eight (168) and Lots Nos. Three (3), Seven (7) and Eight (8) of Block No. One Hundred Twenty-Six (126) and Lot Seven (7) of Block No. One Hundred Forty-Eight (148) of the City of Karnes City, Karnes County, Texas, and being that same land described in Gift Deed dated November 20, 1996 from Ysidro Perez and wife, Frances Perez to John Louis Perez, recorded in Volume 692, Page 625 of the Official Records of Karnes County, Texas.

Tract Two: 0.3220 acres of land, more or less, being Lots Nos. Nine (9) and Ten (10) in Block No. Eighty-Five (85) of the City of Karnes City, Karnes County, Texas, as per map or plat filed of record in the Map Records of Karnes County, Texas.

(hereinafter referred to as "the Lease"); and

WHEREAS, Lessor and Lessee desire to extend the primary term of the Lease.

THEREFORE, Lessor and Lessee do hereby agree to extend the primary term of the Lease to expire on June 14, 2014.

Other than the change stated above, the Lease shall remain unaltered, and is hereby RATIFIED by Lessor as a fully valid lease in current force and effect, and for the consideration provided, Lessor does GRANT, DEMISE, LEASE, AND LET to Lessee, the lands covered by the Lease for the term provided in the Lease, as amended by this instrument.

This Amendment shall extend to and be binding on the heirs, executors, administrators, successors and assigns of the parties to this Amendment.

This instrument may be executed in counterparts and each of which as so executed shall be given the effect of the execution of the original instrument. Failure of any party hereto to execute this instrument or a counterpart thereof shall not render it ineffective as to any party hereto who does execute it or a counterpart thereof, but shall be binding upon each executing party and its successors and assigns. If counterparts of this instrument are executed, the signatures and acknowledgments of the parties, as affixed hereto, may be combined in, and treated and given effect for all purposes as a single instrument.

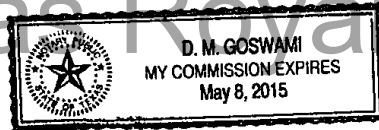
LESSOR:



John Louis Perez

ACKNOWLEDGMENTS

State of Texas §
County of Karnes §

This instrument was acknowledged before me on this the 26th day of December, 2013, by John Louis Perez.




Notary Public, State of Texas
My commission expires: May 8 2015

Carol Swizer, Karnes County Clerk
Karnes County

STATE OF TEXAS
COUNTY OF KARNES
I hereby certify that this instrument was
filed on the date and time stamped herein by me
and was duly recorded in the volume and page
of the named records of:
Karnes County
as stamped herein by me.
Dec 31, 2013

Filed for Record in:
Karnes County
On: Dec 31, 2013 at 09:55A
As a:
Recording Official Record
Document Number: 00129369
Amount: 20.00
Receipt Number - 71687
By:
Vanessa Villanueva