

**UNITED STATES BANKRUPTCY COURT  
WESTERN DISTRICT OF TEXAS  
SAN ANTONIO DIVISION**

In re:	§
	§
Activa Resources, LLC and	§ Case No. 22-50117
Tiva Resources, LLC,	§ Case No. 22-50118
	§
Debtors.	§ Chapter 11
	§
	§ (Jointly Administered under
	§ Case No. 22-50117)

**GLOBAL NOTES, METHODOLOGY AND SPECIFIC DISCLOSURES REGARDING  
THE DEBTORS' AMENDED SCHEDULES OF ASSETS AND LIABILITIES**

**Introduction**

Activa Resources, LLC and Tiva Resources, LLC (collectively, the “**Debtors**”), with the assistance of their advisors, are contemporaneously filing their respective Amended Schedules of Assets and Liabilities (the “**Schedules**”) and Amended Statements of Financial Affairs (the “**Statements**,” and together with the Schedules, the “**Schedules and Statements**”) with the United States Bankruptcy Court for the Western District of Texas (the “**Bankruptcy Court**”), pursuant to section 521 of title 11 of the United States Code (the “**Bankruptcy Code**”) and Rule 1007 of the Federal Rules of Bankruptcy Procedure (the “**Bankruptcy Rules**”).

These Global Notes, Methodology, and Specific Disclosures Regarding the Debtors’ Schedules of Assets and Liabilities and Statement of Financial Affairs (the “**Global Notes**”) pertain to, are incorporated by reference in, and comprise an integral part of each Debtor’s Schedules and Statements. The Global Notes should be referred to, considered, and reviewed in connection with any review of the Schedules and Statements.

The Schedules and Statements do not purport to represent financial statements prepared in accordance with Generally Accepted Accounting Principles in the United States (“**GAAP**”), nor are they intended to be fully reconciled with the financial statements of each Debtor (whether publicly filed or otherwise). Additionally, the Schedules and Statements contain unaudited information that is subject to further review and potential adjustment, and reflect the Debtors’ reasonable efforts to report the assets and liabilities of each Debtor on an unconsolidated basis.

In preparing the Schedules and Statements, the Debtors relied upon information derived from their books and records that was available at the time of such preparation. Although the Debtors have made reasonable efforts to ensure the accuracy and completeness of such financial information, inadvertent errors or omissions, as well as the discovery of conflicting, revised, or subsequent information, may cause a material change to the Schedules and Statements.

The Debtors and their officers, employees, agents, attorneys, and financial advisors do not guarantee or warrant the accuracy or completeness of the data that is provided in the

Schedules and Statements and shall not be liable for any loss or injury arising out of or caused in whole or in part by the acts, omissions, whether negligent or otherwise, in procuring, compiling, collecting, interpreting, reporting, communicating or delivering the information contained in the Schedules and Statements. Except as expressly required by the Bankruptcy Code, the Debtors and their officers, employees, agents, attorneys and financial advisors expressly do not undertake any obligation to update, modify, revise, or re-categorize the information provided in the Schedules and Statements or to notify any third party should the information be updated, modified, revised, or re-categorized. The Debtors, on behalf of themselves, their officers, employees, agents and advisors disclaim any liability to any third party arising out of or related to the information contained in the Schedules and Statements and reserve all rights with respect thereto.

The Schedules and Statements have been signed by an authorized representative of each of the Debtors. In reviewing and signing the Schedules and Statements, this representative relied upon the efforts, statements and representations of the Debtors' other personnel and professionals. The representative has not (and could not have) personally verified the accuracy of each such statement and representation, including, for example, statements and representations concerning amounts owed to creditors and their addresses.

### **Global Notes and Overview of Methodology**

1. **Reservation of Rights.** Reasonable efforts have been made to prepare and file complete and accurate Schedules and Statements; however, inadvertent errors or omissions may exist. The Debtors reserve all rights to amend or supplement the Schedules and Statements from time to time, in all respects, as may be necessary or appropriate, including, without limitation, the right to amend the Schedules and Statements with respect to any claim ("**Claim**") description, designation, or Debtor against which the Claim is asserted; dispute or otherwise assert offsets or defenses to any Claim reflected in the Schedules and Statements as to amount, liability, priority, status, or classification; subsequently designate any Claim as "disputed," "contingent," or "unliquidated;" or object to the extent, validity, enforceability, priority, or avoidability of any Claim. Any failure to designate a Claim in the Schedules and Statements as "disputed," "contingent," or "unliquidated" does not constitute an admission by the Debtors that such Claim or amount is not "disputed," "contingent," or "unliquidated." Listing a Claim does not constitute an admission of liability by the Debtor against which the Claim is listed or against any of the Debtors. Furthermore, nothing contained in the Schedules and Statements shall constitute a waiver of rights with respect to the Debtors' chapter 11 cases, including, without limitation, issues involving Claims, substantive consolidation, defenses, equitable subordination, recharacterization, and/or causes of action arising under the provisions of chapter 5 of the Bankruptcy Code, and any other relevant non-bankruptcy laws to recover assets or avoid transfers. Any specific reservation of rights contained elsewhere in the Global Notes does not limit in any respect the general reservation of rights contained in this paragraph. Notwithstanding the foregoing, the Debtors shall not be required to update the Schedules and Statements.

The listing in the Schedules or Statements (including, without limitation, Schedule A/B, Schedule E/F or Statement 4) by the Debtors of any obligation between a Debtor and another Debtor is a statement of what appears in the Debtors' books and records and does not reflect any admission or conclusion of the Debtors regarding whether such amount would be

allowed as a Claim or how such obligations may be classified and/or characterized in a plan of reorganization or by the Bankruptcy Court.

2. **Description of Cases and “as of” Information Date.** On February 3, 2022 (the “**Petition Date**”), the Debtors filed voluntary petitions for relief under chapter 11 of the Bankruptcy Code. The Debtors are operating their businesses and managing their properties as debtors in possession pursuant to sections 1107(a) and 1108 of the Bankruptcy Code. On February 9, 2022, the Bankruptcy Court entered an order directing procedural consolidation and joint administration of the Debtors’ chapter 11 cases [Docket No. 29].

**The asset information provided in the Schedules and Statements, except as otherwise noted, represents the asset data of the Debtors as of December 31, 2021, and the liability information provided herein, except as otherwise noted and except for the liabilities in Schedule E/F part 2 with a claim basis of “production liability”, which represent liability as of December 31, 2021, represents the liability data of the Debtors as of February 3, 2022.**

3. **Net Book Value of Assets.** It would be prohibitively expensive, unduly burdensome, and an inefficient use of estate assets for the Debtors to obtain current market valuations for all of their assets. Accordingly, unless otherwise indicated, the Debtors’ Schedules and Statements reflect net book values as of December 31, 2021, in the Debtors’ books and records. Additionally, because the book values of certain assets, may materially differ from their fair market values, they may be listed as undetermined amounts as of the Petition Date. Furthermore, as applicable, assets that have fully depreciated or were expensed for accounting purposes may not appear in the Schedules and Statements if they have no net book value.
4. **Recharacterization.** Notwithstanding the Debtors’ reasonable efforts to properly characterize, classify, categorize, or designate certain Claims, assets, executory contracts, unexpired leases, and other items reported in the Schedules and Statements, the Debtors may, nevertheless, have improperly characterized, classified, categorized, designated, or omitted certain items due to, among other things, the complexity and size of the Debtors’ businesses. Accordingly, the Debtors reserve all of their rights to recharacterize, reclassify, recategorize, redesignate, add, or delete items reported in the Schedules and Statements at a later time as is necessary or appropriate as additional information becomes available, including, without limitation, whether contracts or leases listed herein were deemed executory or unexpired as of the Petition Date and remain executory and unexpired postpetition.
5. **Real Property and Personal Property–Leased.** In the ordinary course of their businesses, the Debtors leased real property and various articles of personal property, including, fixtures, and equipment, from certain third-party lessors. Nothing in the Schedules or Statements is or shall be construed as an admission or determination as to the legal status of any lease (including whether to assume and assign or reject such lease or whether it is a true lease or properly designated as a financing arrangement).
6. **Excluded Assets and Liabilities.** The Debtors have sought to allocate liabilities between the prepetition and post-petition periods based on the information and research conducted in connection with the preparation of the Schedules and Statements. As additional information becomes available and further research is conducted, the allocation of liabilities between the

prepetition and post-petition periods may change.

The liabilities listed on the Schedules do not reflect any analysis of Claims under section 503(b)(9) of the Bankruptcy Code. Accordingly, the Debtors reserve all of their rights to dispute or challenge the validity of any asserted Claims under section 503(b)(9) of the Bankruptcy Code or the characterization of the structure of any such transaction or any document or instrument related to any creditor's Claim.

The Debtors have excluded certain categories of assets, tax accruals, and liabilities from the Schedules and Statements, including, without limitation, goodwill, accrued salaries, employee benefit accruals, and deferred gains. In addition, certain immaterial assets and liabilities may have been excluded.

The Bankruptcy Court has authorized the Debtors to pay, in their discretion, certain outstanding Claims on a post-petition basis. Prepetition liabilities which have been paid post-petition may have been excluded from the Schedules and Statements. To the extent the Debtors pay any of the claims listed in the Schedules and Statements pursuant to any orders entered by the Bankruptcy Court, the Debtors reserve all rights to amend and supplement the Schedules and Statements and take other action, such as filing claims objections, as is necessary and appropriate to avoid overpayment or duplicate payment for such liabilities.

7. **Insiders.** Solely for purposes of the Schedules and Statements, the Debtors define "insiders" to include the following: (a) directors; (b) senior level officers; (c) equity holders holding in excess of 5% of the voting securities of the Debtor entities; (d) Debtor affiliates; and (e) relatives of any of the foregoing (to the extent known by the Debtors). Entities listed as "insiders" have been included for informational purposes and their inclusion shall not constitute an admission that those entities are insiders for purposes of section 101(31) of the Bankruptcy Code.
8. **Executory Contracts and Unexpired Leases.** Other than real property leases reported in Schedule A/B 55, the Debtors have not necessarily set forth executory contracts and unexpired leases as assets in the Schedules and Statements, even though these contracts and leases may have some value to the Debtors' estates. The Debtors' executory contracts and unexpired leases have been set forth in Schedule G.
9. **Materialman's/Mechanic's Liens.** The assets listed in the Schedules and Statements are presented without consideration of any materialman's or mechanic's liens.
10. **Classifications.** Listing a Claim or contract on (a) Schedule D as "secured," (b) Schedule E/F part 1 as "priority," (c) Schedule E/F part 2 as "unsecured," or (d) Schedule G as "executory" or "unexpired," does not constitute an admission by the Debtors of the legal rights of the Claimant, or a waiver of the Debtors' rights to recharacterize or reclassify such Claims or contracts or leases or to exercise their rights to setoff against such Claims.
11. **Claims Description.** Schedules D and E/F permit each Debtor to designate a Claim as "disputed," "contingent," and/or "unliquidated." Any failure to designate a Claim on a given Debtor's Schedules and Statements as "disputed," "contingent," or "unliquidated" does not constitute an admission by that Debtor that such amount is not "disputed," "contingent," or "unliquidated," or that such Claim is not subject to objection. Moreover, listing a Claim does not constitute an admission of liability by the Debtors.
12. **Causes of Action.** Despite their reasonable efforts to identify all known assets, the Debtors

may not have listed all of their causes of action or potential causes of action against third-parties as assets in the Schedules and Statements, including, without limitation, causes of actions arising under the provisions of chapter 5 of the Bankruptcy Code and any other relevant non-bankruptcy laws to recover assets or avoid transfers. The Debtors reserve all of their rights with respect to any cause of action (including avoidance actions), controversy, right of setoff, cross-Claim, counter-Claim, or recoupment and any Claim on contracts or for breaches of duties imposed by law or in equity, demand, right, action, lien, indemnity, guaranty, suit, obligation, liability, damage, judgment, account, defense, power, privilege, license, and franchise of any kind or character whatsoever, known, unknown, fixed or contingent, matured or unmatured, suspected or unsuspected, liquidated or unliquidated, disputed or undisputed, secured or unsecured, assertable directly or derivatively, whether arising before, on, or after the Petition Date, in contract or in tort, in law, or in equity, or pursuant to any other theory of law (collectively, “**Causes of Action**”) they may have, and neither these Global Notes nor the Schedules and Statements shall be deemed a waiver of any Claims or Causes of Action or in any way prejudice or impair the assertion of such Claims or Causes of Action.

**13. Summary of Significant Reporting Policies.** The following is a summary of significant reporting policies:

- a. Undetermined Amounts. The description of an amount as “unknown,” “TBD” or “undetermined” is not intended to reflect upon the materiality of such amount.
- b. Totals. All totals that are included in the Schedules and Statements represent totals of all known amounts. To the extent there are unknown or undetermined amounts, the actual total may be different than the listed total.
- c. Liens. Property and equipment listed in the Schedules and Statements are presented without consideration of any liens that may attach (or have attached) to such property and equipment.

**14. Estimates and Assumptions.** Because of the timing of the filings, management was required to make certain estimates and assumptions that affected the reported amounts of these assets and liabilities. Actual amounts could differ from those estimates, perhaps materially.

**15. Currency.** Unless otherwise indicated, all amounts are reflected in U.S. dollars.

**16. Setoffs.** The Debtors incur certain offsets and other similar rights during the ordinary course of business. Offsets in the ordinary course can result from various items, including, without limitation, pricing discrepancies, returns, refunds, warranties, debit memos, credits, and other disputes between the Debtors and operators of their oil and gas wells, their suppliers and/or customers. These offsets and other similar rights are consistent with the ordinary course of business in the Debtors’ industry and are not tracked separately. Therefore, although such offsets and other similar rights may have been accounted for when certain amounts were included in the Schedules, offsets are not independently accounted for, and as such, are or may be excluded from the Debtors’ Schedules and Statements.

**17. Global Notes Control.** If the Schedules and Statements differ from these Global Notes, the Global Notes shall control.

**Specific Disclosures with Respect to the Debtors' Schedules**

**Schedule A/B.** All values set forth in Schedule A/B reflect the book value of the Debtors' assets as of December 31, 2021, unless otherwise noted below. Other than real property leases reported on Schedule A/B 55, the Debtors have not included leases and contracts on Schedule A/B. Leases and contracts are listed on Schedule G.

**Schedule A/B 3.** Cash values held in financial accounts are listed on Schedule A/B 3 as of the Petition Date. Details with respect to the Debtors' cash management system and bank accounts are provided in the *Debtors' Emergency Motion Pursuant To Sections 105(a), 345(b), 363(c), and 364(a) Of The Bankruptcy Code For Authorization To (I) Continue To Use Existing Cash Management System, (II) Maintain Existing Bank Accounts On Interim Basis, (III) Maintain Business Forms And Records; And (IV) Waive Certain Deposit Guidelines* [Docket No. 7] (the "**Cash Management Motion**").

**Schedule A/B 7.** The Bankruptcy Court, pursuant to the *Debtors' Emergency Motion For Order (I) Prohibiting Utility Companies From Altering Or Discontinuing Service On Account Of Prepetition Invoices, (II) Approving Deposit Account As Adequate Assurance Of Payment, And (III) Establishing Procedures For Resolving Requests By Utility Companies For Additional Assurance Of Payment* [Docket No. 5], has authorized the Debtors to provide adequate assurance of payment for postpetition utility services, including a deposit in the amount of \$2,000. Such deposit is not listed on Schedule A/B 7, which was prepared as of the Petition Date.

**Schedule A/B 11.** Accounts receivable reported on Schedule A/B 11 do not include intercompany receivables. Intercompany receivables are reported on Schedule A/B 77.

**Schedule A/B 55.** The Debtors are currently unable to value their leasehold interests and leasehold improvements on a lease by lease basis.

**Schedule A/B 74 & 75.** In the ordinary course of their businesses, the Debtors may have accrued, or may subsequently accrue, certain rights to counter-Claims, setoffs, refunds, or warranty Claims. Additionally, certain of the Debtors may be a party to pending litigation in which the Debtors have asserted, or may assert, Claims as a plaintiff or counter-Claims as a defendant. Because such Claims are unknown to the Debtors and not quantifiable as of the Petition Date, they are not listed on Schedule A/B 74 or 75. The Debtors' failure to list any contingent and/or unliquidated claim held by the Debtors in response to these questions shall not constitute a waiver, release, relinquishment, or forfeiture of such claim.

**Schedule A/B 77.** The Debtors have not listed their non-operated real property leases because such information is generally not maintained by the Debtors and is, instead, maintained by the operator of such real property leases. The joint operating agreements related to the Debtors' non-operated real property are set forth on Schedule G.

**Schedule D.** Reference to the applicable loan agreements and related documents is necessary for a complete description of the collateral and the nature, extent, and priority of liens. Nothing

in the Global Notes or the Schedules and Statements shall be deemed a modification or interpretation of the terms of such agreements. Except as specifically stated on Schedule D, real property lessors, utility companies, and other parties that may hold security deposits have not been listed on Schedule D. Nothing herein shall be construed as an admission by the Debtors of the legal rights of the Claimant or a waiver of the Debtors' rights to recharacterize or reclassify such Claim or contract. Moreover, the Debtors have not included on Schedule D parties that may believe their Claims are secured through setoff rights, letters of credit, surety bonds, or inchoate statutory lien rights.

**Schedule E/F part 2.** The Debtors have used reasonable efforts to report all general nonpriority unsecured Claims against the Debtors on Schedule E/F part 2, based upon the Debtors' books and records as of the Petition Date. However, production liability is generally reported on Schedule E/F part 2 as of December 31, 2021.

Determining the date upon which each Claim on Schedule E/F part 2 was incurred or arose would be unduly burdensome and cost prohibitive and, therefore, the Debtors do not list a date for each Claim listed on Schedule E/F part 2. Furthermore, claims listed on Schedule E/F part 2 may have been aggregated by unique creditor name and remit to address and may include several dates of incurrence for the aggregate balance listed.

Schedule E/F part 2 reflects the prepetition amounts owing to counterparties to executory contracts and unexpired leases. Such prepetition amounts, however, may be paid in connection with the assumption, or assumption and assignment, of executory contracts or unexpired leases. Additionally, Schedule E/F part 2 does not include potential rejection damage Claims, if any, of the counterparties to executory contracts and unexpired leases that may be rejected.

**Schedule G.** Certain information, such as the contact information of the counter-party, may not be included where such information could not be obtained using the Debtors' reasonable efforts. Listing or omitting a contract or agreement on Schedule G does not constitute an admission that such contract or agreement is or is not an executory contract or unexpired lease, was in effect on the Petition Date, or is valid or enforceable. Certain of the leases and contracts listed on Schedule G may contain certain renewal options, guarantees of payment, indemnifications, options to purchase, rights of first refusal, and other miscellaneous rights. Such rights, powers, duties, and obligations are not set forth separately on Schedule G.

Certain confidentiality and non-disclosure agreements may not be listed on Schedule G.

Certain of the contracts and agreements listed on Schedule G may consist of several parts, including, purchase orders, amendments, restatements, waivers, letters, and other documents that may not be listed on Schedule G or that may be listed as a single entry. In some cases, the same supplier or provider appears multiple times on Schedule G. This multiple listing is intended to reflect distinct agreements between the applicable Debtor and such supplier or provider. The Debtors expressly reserve their rights to challenge whether such related materials constitute an executory contract, a single contract or agreement, or multiple, severable or separate contracts.

The contracts, agreements, and leases listed on Schedule G may have expired or may have been modified, amended, or supplemented from time to time by various amendments, restatements, waivers, estoppel certificates, letters, memoranda and other documents, instruments, and agreements that may not be listed therein despite the Debtors' use of reasonable efforts to identify such documents. Further, unless otherwise specified on Schedule G, each executory

contract or unexpired lease listed thereon shall include all exhibits, schedules, riders, modifications, declarations, amendments, supplements, attachments, restatements, or other agreements made directly or indirectly by any agreement, instrument, or other document that in any manner affects such executory contract or unexpired lease, without respect to whether such agreement, instrument, or other document is listed thereon.

In addition, the Debtors may have entered into various other types of agreements in the ordinary course of their businesses, such as subordination, nondisturbance, and attornment agreements, supplemental agreements, settlement agreements, amendments/letter agreements, title agreements and confidentiality agreements. Such documents may not be set forth on Schedule G. Certain of the executory agreements may not have been memorialized and could be subject to dispute. Executory agreements that are oral in nature have not been included on the Schedule G.

The Debtors have not listed their non-operated real property leases in Schedule G because such information is generally not maintained by the Debtors and is, instead, maintained by the operator of such real property leases. However, the joint operating agreements related to the Debtors' non-operated real property are set forth on Schedule G.

**Schedule H.** For purposes of Schedule H, the Debtors that are either the principal obligors or guarantors under the prepetition debt facilities are listed as Co-Debtors on Schedule H. The Debtors may not have identified certain guarantees associated with the Debtors' executory contracts, unexpired leases, secured financings, debt instruments, and other such agreements.

#### **Specific Disclosures with Respect to the Debtors' Statements**

**Statement 3.** Statement 3 includes any disbursement or other transfer made by the Debtors within 90 days before the Petition Date except for those made to insiders (which payments appear in response to Statement question 4), employees, and bankruptcy professionals (which payments appear in Statement 11 and include any retainers paid to bankruptcy professionals).

**Statement 4.** Statement 4 accounts for a respective Debtor's intercompany transactions, as well as other transfers to insiders as applicable. With respect to individuals, the amounts listed reflect the universe of payments and transfers to such individuals including compensation, bonus (if any), expense reimbursement, loan repayments, and/or severance. Amounts paid on behalf of such employee for certain health insurance, life and disability coverage, which coverage is provided to all of the Debtors' employees, has not been included.

**Statement 7.** Any information contained in Statement 7 shall not be a binding representation of the Debtors' liabilities with respect to any of the suits and proceedings identified therein.

**Statement 26d.** The Debtors may have provided financial statements in the ordinary course of their businesses to other financial institutions, creditors, and other parties within two years immediately before the Petition Date. Considering the number of such recipients and the possibility that such information may have been shared with parties without the Debtors' knowledge or consent or subject to confidentiality agreements, the Debtors have not disclosed any additional parties that may have received such financial statements for the purposes of Statement 26d.

**Statement 27.** The Debtors regularly check the inventory of oil maintained in their tanks, and report the amounts stated at the end of every month. However, the Debtors do not attribute a specific value to such inventory until it is actually sold.



**Statement 30.** The Debtors have included a comprehensive response to Statement 30 in Statement 4.

**Fill in this information to identify the case:**

**Debtor name:** Tiva Resources, LLC

**United States Bankruptcy Court for the:** Western District of Texas

**Case number (if known):** 22-50118

☒ Check if this is an  
amended filing

Official Form 206G

**Schedule G: Executory Contracts and Unexpired Leases**

12/15

Be as complete and accurate as possible. If more space is needed, copy and attach the additional page, numbering the entries consecutively.

**1. Does the debtor have any executory contracts or unexpired leases?**

- ☐ No. Check this box and file this form with the court with the debtor's other schedules. There is nothing else to report on this form.
- ☒ Yes. Fill in all of the information below even if the contracts or leases are listed on *Schedule A/B: Assets - Real and Personal Property* (Official Form 206A/B).

2.	List all contracts and unexpired leases	State the name and mailing address for all other parties with whom the debtor has an executory contract or unexpired lease
2.1.	<p><b>Title of contract</b> OIL AND GAS LEASE AND AMENDMENTS</p> <p><b>State what the contract or lease is for</b> LEASE AND MINERAL INTEREST - LEASE NO. SM-007A, TRACT NO. 1; RECORDED IN VOL. 0614 PAGES 0630-0633, DIMMIT COUNTY, TX</p> <p><b>Nature of debtor's interest</b> CONTRACT PARTY</p> <p><b>State the term remaining</b> AS LONG AS MAINTAINED IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THE LEASE</p> <p><b>List the contract number of any government contract</b> _____</p>	<p>AMANDA FOOTE, TRUSTEE 19 NOB HILL CIRCLE AUSTIN TX 78746</p>
2.2.	<p><b>Title of contract</b> OIL AND GAS LEASE AND AMENDMENTS</p> <p><b>State what the contract or lease is for</b> LEASE AND MINERAL INTEREST - LEASE NO. SM-008A, TRACT NO. 1; RECORDED IN VOL. 0614 PAGES 0626-0629, DIMMIT COUNTY, TX</p> <p><b>Nature of debtor's interest</b> CONTRACT PARTY</p> <p><b>State the term remaining</b> AS LONG AS MAINTAINED IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THE LEASE</p> <p><b>List the contract number of any government contract</b> _____</p>	<p>State the name and mailing address for all other parties with whom the debtor has an executory contract or unexpired lease</p> <p>BOTTOM INVESTMENTS CO 4311 HOBBS DRIVE EDINBURG TX 78539</p>
2.3.	<p><b>Title of contract</b> MANAGEMENT LIABILITY POLICY</p> <p><b>State what the contract or lease is for</b> POLICY NO. 652093395</p> <p><b>Nature of debtor's interest</b> INSURED</p> <p><b>State the term remaining</b> 4/1/2022</p> <p><b>List the contract number of any government contract</b> _____</p>	<p>State the name and mailing address for all other parties with whom the debtor has an executory contract or unexpired lease</p> <p>CONTINENTAL CASUALTY COMPANY CNA GLOBAL SPECIALTY LINES 151 N FRANKLIN ST CHICAGO IL 60606</p>

Debtor **Tiva Resources, LLC**

Case number (if known) **22-50118**

- 2.4. **Title of contract** INTERRUPTIBLE GAS GATHERING AGREEMENT **State the name and mailing address for all other parties with whom the debtor has an executory contract or unexpired lease**
- State what the contract or lease is for** GAS GATHERING & REDELIVERY
- Nature of debtor's interest** CONTRACT PARTY EL TORO RESOURCES LLC  
14301 CALIBER DRIVE  
STE 200  
OKLAHOMA CITY OK 73134
- State the term remaining** 11/16/2019 WITH AUTOMATIC RENEWALS AND 30-DAYS  
NOTICE TO CANCEL
- List the contract number of any government contract** \_\_\_\_\_
- 2.5. **Title of contract** AGREEMENT **State the name and mailing address for all other parties with whom the debtor has an executory contract or unexpired lease**
- State what the contract or lease is for** FARMOUT AGREEMENT - FILE SM-009
- Nature of debtor's interest** CONTRACT PARTY EL TORO RESOURCES, LLC  
14301 CALIBER DRIVE, STE 200  
OKLAHOMA CITY OK 73134
- State the term remaining** \_\_\_\_\_
- List the contract number of any government contract** \_\_\_\_\_
- 2.6. **Title of contract** AGREEMENT **State the name and mailing address for all other parties with whom the debtor has an executory contract or unexpired lease**
- State what the contract or lease is for** FLOW TESTING AGREEMENT - FILE SM-010
- Nature of debtor's interest** CONTRACT PARTY EL TORO RESOURCES, LLC  
14301 CALIBER DRIVE, STE 200  
OKLAHOMA CITY OK 73134
- State the term remaining** \_\_\_\_\_
- List the contract number of any government contract** \_\_\_\_\_
- 2.7. **Title of contract** AGREEMENT **State the name and mailing address for all other parties with whom the debtor has an executory contract or unexpired lease**
- State what the contract or lease is for** SEISMIC DATA LICENSE AGREEMENT - FILE SM-017
- Nature of debtor's interest** CONTRACT PARTY EL TORO RESOURCES, LLC  
14301 CALIBER DRIVE, STE 200  
OKLAHOMA CITY OK 73134
- State the term remaining** \_\_\_\_\_
- List the contract number of any government contract** \_\_\_\_\_
- 2.8. **Title of contract** AGREEMENT **State the name and mailing address for all other parties with whom the debtor has an executory contract or unexpired lease**
- State what the contract or lease is for** INTERRUPTIBLE GAS GATHERING AGREEMENT - FILE  
SM-018
- Nature of debtor's interest** CONTRACT PARTY EL TORO RESOURCES, LLC  
14301 CALIBER DRIVE, STE 200  
OKLAHOMA CITY OK 73134
- State the term remaining** \_\_\_\_\_
- List the contract number of any government contract** \_\_\_\_\_

Debtor **Tiva Resources, LLC**

Case number (if known) **22-50118**

- 2.9. **Title of contract** AGREEMENT
- State what the contract or lease is for** REVIVAL AGREEMENT - FILE SM-033
- Nature of debtor's interest** CONTRACT PARTY
- State the term remaining** \_\_\_\_\_
- List the contract number of any government contract** \_\_\_\_\_
- State the name and mailing address for all other parties with whom the debtor has an executory contract or unexpired lease**  
EL TORO RESOURCES, LLC  
14301 CALIBER DRIVE, STE 200  
OKLAHOMA CITY OK 73134
- 2.10. **Title of contract** OIL AND GAS LEASE AND AMENDMENTS
- State what the contract or lease is for** LEASE AND MINERAL INTEREST - LEASE NO. SM-010A, TRACT NO. 1; RECORDED IN VOL 0614, PAGES 0618-0621, DIMMIT COUNTY, TX
- Nature of debtor's interest** CONTRACT PARTY
- State the term remaining** AS LONG AS MAINTAINED IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THE LEASE
- List the contract number of any government contract** \_\_\_\_\_
- State the name and mailing address for all other parties with whom the debtor has an executory contract or unexpired lease**  
ELIZABETH R KING  
2920 FM 3006  
PLEASANTON TX 78064
- 2.11. **Title of contract** PROPERTY / INLAND MARINE INSURANCE POLICY
- State what the contract or lease is for** POLICY NO. IMP 4105188 06 00
- Nature of debtor's interest** INSURED
- State the term remaining** 8/1/2022
- List the contract number of any government contract** \_\_\_\_\_
- State the name and mailing address for all other parties with whom the debtor has an executory contract or unexpired lease**  
GREAT AMERICAN INSURANCE GROUP  
301 E FOURTH ST  
21ST FLOOR  
CINCINNATI OH 45202
- 2.12. **Title of contract** AGREEMENT
- State what the contract or lease is for** WATER TRANSFER AGREEMENT - FILE SM-034
- Nature of debtor's interest** CONTRACT PARTY
- State the term remaining** \_\_\_\_\_
- List the contract number of any government contract** \_\_\_\_\_
- State the name and mailing address for all other parties with whom the debtor has an executory contract or unexpired lease**  
GRIT OIL & GAS MANAGEMENT, LLC  
8945 LONG POINT ROAD  
SUITE 250  
HOUSTON TX 77055
- 2.13. **Title of contract** OIL AND GAS LEASE AND AMENDMENTS
- State what the contract or lease is for** LEASE AND MINERAL INTEREST - LEASE NO. SM-011A, TRACT NO. 2; RECORDED IN VOL 0614 PAGES 0613-0616, DIMMIT COUNTY, TX
- Nature of debtor's interest** CONTRACT PARTY
- State the term remaining** AS LONG AS MAINTAINED IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THE LEASE
- List the contract number of any government contract** \_\_\_\_\_
- State the name and mailing address for all other parties with whom the debtor has an executory contract or unexpired lease**  
HB LANSFORD MINERALS, LP ET AL  
P. O. BOX 270997  
CORPUS CHRISTI TX 78427

Debtor **Tiva Resources, LLC**

Case number (if known) **22-50118**

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| 2.14. | <b>Title of contract</b><br><br><b>State what the contract or lease is for</b><br><br><b>Nature of debtor's interest</b><br><br><b>State the term remaining</b><br><br><b>List the contract number of any government contract</b> | OIL AND GAS LEASE AND AMENDMENTS<br><br>LEASE AND MINERAL INTEREST - LEASE NO. SM-002A, TRACT NO. 1; RECORDED IN VOL. 0614 PAGES 0650-0653, DIMMIT COUNTY, TX<br><br>CONTRACT PARTY<br><br>AS LONG AS MAINTAINED IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THE LEASE<br><br><hr/> | <b>State the name and mailing address for all other parties with whom the debtor has an executory contract or unexpired lease</b><br><br>HIBBITTS REVOCABLE LIVING TRUST<br>GERALD HIBBITTS, TRUSTEE, FOR THE HIBBITTS REVOCABLE LIVING TRUST,<br>7010 BRANDON DRIVE<br>CORPUS CHRISTI TX 78413 |
| 2.15. | <b>Title of contract</b><br><br><b>State what the contract or lease is for</b><br><br><b>Nature of debtor's interest</b><br><br><b>State the term remaining</b><br><br><b>List the contract number of any government contract</b> | OIL AND GAS LEASE AND AMENDMENTS<br><br>LEASE AND MINERAL INTEREST - LEASE NO. SM-003A, TRACT NO. 1; RECORDED IN VOL. 0614 PAGES 0646-0649, DIMMIT COUNTY, TX<br><br>CONTRACT PARTY<br><br>AS LONG AS MAINTAINED IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THE LEASE<br><br><hr/> | <b>State the name and mailing address for all other parties with whom the debtor has an executory contract or unexpired lease</b><br><br>JANA BICKHAM<br>7014 ASHDOWN DRIVE<br>CORPUS CHRISTI TX 78413  |
| 2.16. | <b>Title of contract</b><br><br><b>State what the contract or lease is for</b><br><br><b>Nature of debtor's interest</b><br><br><b>State the term remaining</b><br><br><b>List the contract number of any government contract</b> | OIL AND GAS LEASE AND AMENDMENTS<br><br>LEASE AND MINERAL INTEREST - LEASE NO. SM-005A, TRACT NO. 1; RECORDED IN VOL. 0614 PAGES 0638-0641, DIMMIT COUNTY, TX<br><br>CONTRACT PARTY<br><br>AS LONG AS MAINTAINED IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THE LEASE<br><br><hr/> | <b>State the name and mailing address for all other parties with whom the debtor has an executory contract or unexpired lease</b><br><br>JOHN CORCORAN<br>615 NORTH UPPER BROADWAY STREET, SUITE 2040<br>CORPUS CHRISTI TX 78401  |
| 2.17. | <b>Title of contract</b><br><br><b>State what the contract or lease is for</b><br><br><b>Nature of debtor's interest</b><br><br><b>State the term remaining</b><br><br><b>List the contract number of any government contract</b> | AGREEMENT<br><br>SEISMIC PERMIT - FILE SM-004<br><br>CONTRACT PARTY<br><br><hr/><br><hr/>  | <b>State the name and mailing address for all other parties with whom the debtor has an executory contract or unexpired lease</b><br><br>JOHN CORCORAN<br>615 NORTH UPPER BROADWAY STREET<br>SUITE 2040<br>CORPUS CHRISTI TX 78401  |
| 2.18. | <b>Title of contract</b><br><br><b>State what the contract or lease is for</b><br><br><b>Nature of debtor's interest</b><br><br><b>State the term remaining</b><br><br><b>List the contract number of any government contract</b> | AGREEMENT<br><br>LETTER AGREEMENT - FILE SM-001<br><br>CONTRACT PARTY<br><br><hr/><br><hr/>  | <b>State the name and mailing address for all other parties with whom the debtor has an executory contract or unexpired lease</b><br><br>JOHN CORCORAN<br>615 NORTH UPPER BROADWAY STREET<br>SUITE 2040<br>CORPUS CHRISTI TX 78401  |

Debtor **Tiva Resources, LLC**

Case number (if known) **22-50118**

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| 2.19. | <b>Title of contract</b><br><br><b>State what the contract or lease is for</b><br><br><b>Nature of debtor's interest</b><br><br><b>State the term remaining</b><br><br><b>List the contract number of any government contract</b> | OIL, GAS AND MINERAL LEASE<br><br>LEASE AND MINERAL INTEREST - LEASE NO. SM-001A, TRACT NO. 1; RECORDED IN VOL. 0614 PAGES 0222-0296, DIMMIT COUNTY, TX<br><br>LESSEE<br><br>AS LONG AS MAINTAINED IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THE LEASE<br><br><hr/> | <b>State the name and mailing address for all other parties with whom the debtor has an executory contract or unexpired lease</b><br><br>JRED RANCH, LTD<br>P. O. BOX 516<br>CARRIZO SPRINGS TX 78834                         |
| 2.20. | <b>Title of contract</b><br><br><b>State what the contract or lease is for</b><br><br><b>Nature of debtor's interest</b><br><br><b>State the term remaining</b><br><br><b>List the contract number of any government contract</b> | AGREEMENT<br><br>WATER TRANSFER LINE AGREEMENT - FILE SM-013<br><br>CONTRACT PARTY<br><br><hr/> <hr/>  | <b>State the name and mailing address for all other parties with whom the debtor has an executory contract or unexpired lease</b><br><br>JRED RANCH, LTD<br>P. O. BOX 516<br>CARRIZO SPRINGS TX 78834                         |
| 2.21. | <b>Title of contract</b><br><br><b>State what the contract or lease is for</b><br><br><b>Nature of debtor's interest</b><br><br><b>State the term remaining</b><br><br><b>List the contract number of any government contract</b> | MINERAL INTEREST AGREEMENT<br><br>MINERAL INTEREST - LEASE NO. SM-013A, TRACT NO. 2; RECORDED IN VOL. 0614 PAGES 0654-0656, DIMMIT COUNTY, TX<br><br>CONTRACT PARTY<br><br>AS LONG AS MAINTAINED IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THE LEASE<br><br><hr/>   | <b>State the name and mailing address for all other parties with whom the debtor has an executory contract or unexpired lease</b><br><br>KARA M BOLDT MINARCIK ET AL<br>P.O. BOX 13426<br>SAN ANTONIO TX 78213                |
| 2.22. | <b>Title of contract</b><br><br><b>State what the contract or lease is for</b><br><br><b>Nature of debtor's interest</b><br><br><b>State the term remaining</b><br><br><b>List the contract number of any government contract</b> | GENERAL LIABILITY & UMBRELLA INSURANCE POLICIES<br><br>POLICY NO. 01001225401<br><br>INSURED<br><br>8/1/2022<br><br><hr/>  | <b>State the name and mailing address for all other parties with whom the debtor has an executory contract or unexpired lease</b><br><br>KINSALE INSURANCE CO.<br>2035 MAYWILL ST<br>STE 100<br>RICHMOND VA 23230             |
| 2.23. | <b>Title of contract</b><br><br><b>State what the contract or lease is for</b><br><br><b>Nature of debtor's interest</b><br><br><b>State the term remaining</b><br><br><b>List the contract number of any government contract</b> | AGREEMENT<br><br>LETTER AGREEMENT - FILE SM-002<br><br>CONTRACT PARTY<br><br><hr/> <hr/>   | <b>State the name and mailing address for all other parties with whom the debtor has an executory contract or unexpired lease</b><br><br>LEGEND OPERATING, LLC<br>ATTN: MR. JAMES H. DYER<br>P.O. BOX 9067<br>DALLAS TX 75209 |

Debtor **Tiva Resources, LLC**

Case number (if known) **22-50118**

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| 2.24. | <b>Title of contract</b><br><b>State what the contract or lease is for</b><br><b>Nature of debtor's interest</b><br><b>State the term remaining</b><br><b>List the contract number of any government contract</b> | CONTROL OF WELL POLICY<br>POLICY NO. NG01922A21<br>INSURED<br>8/1/2022<br><hr/>  | <b>State the name and mailing address for all other parties with whom the debtor has an executory contract or unexpired lease</b><br><br>LLOYD'S OF LONDON<br>8190 PRECINCT LINE RD<br>STE 101<br>COLLEYVILLE TX 76034                  |
| 2.25. | <b>Title of contract</b><br><b>State what the contract or lease is for</b><br><b>Nature of debtor's interest</b><br><b>State the term remaining</b><br><b>List the contract number of any government contract</b> | OIL AND GAS LEASE AND AMENDMENTS<br>LEASE AND MINERAL INTEREST - LEASE NO. SM-012A, TRACT NO. 1; RECORDED IN VOL 0619 PAGES 0525-0528, DIMMIT COUNTY, TX<br>CONTRACT PARTY<br>AS LONG AS MAINTAINED IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THE LEASE<br><hr/>  | <b>State the name and mailing address for all other parties with whom the debtor has an executory contract or unexpired lease</b><br><br>ONE ELEVEN MINERAL PARTNERSHIP<br>1901 N. AKARD<br>DALLAS TX 75201                             |
| 2.26. | <b>Title of contract</b><br><b>State what the contract or lease is for</b><br><b>Nature of debtor's interest</b><br><b>State the term remaining</b><br><b>List the contract number of any government contract</b> | OIL AND GAS LEASE AND AMENDMENTS<br>LEASE AND MINERAL INTEREST - LEASE NO. SM-006A, TRACT NO. 1; RECORDED IN VOL. 0614 PAGES 0634-0637, DIMMIT COUNTY, TX<br>CONTRACT PARTY<br>AS LONG AS MAINTAINED IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THE LEASE<br><hr/> | <b>State the name and mailing address for all other parties with whom the debtor has an executory contract or unexpired lease</b><br><br>PATRICIA E CORCORAN<br>545 NORTH UPPER BROADWAY<br>SUITE 507<br>CORPUS CHRISTI TX 78401        |
| 2.27. | <b>Title of contract</b><br><b>State what the contract or lease is for</b><br><b>Nature of debtor's interest</b><br><b>State the term remaining</b><br><b>List the contract number of any government contract</b> | AUTOMOBILE INSURANCE POLICY<br>POLICY NO. 02599425-6<br>INSURED<br>8/1/2022<br><hr/>   | <b>State the name and mailing address for all other parties with whom the debtor has an executory contract or unexpired lease</b><br><br>PROGRESSIVE COMMUNITY MUTUAL INSURANCE CO<br>6300 WILSON MILLS RD<br>MAYFIELD VILLAGE OH 44143 |
| 2.28. | <b>Title of contract</b><br><b>State what the contract or lease is for</b><br><b>Nature of debtor's interest</b><br><b>State the term remaining</b><br><b>List the contract number of any government contract</b> | KEY MAN INSURANCE POLICY<br>POLICY NO. L9 472 594<br>INSURED<br>4/4/2027<br><hr/>  | <b>State the name and mailing address for all other parties with whom the debtor has an executory contract or unexpired lease</b><br><br>PRUCO LIFE INSURANCE COMPANY<br>213 WASHINGTON ST<br>NEWARK NJ 07102                           |



Debtor **Tiva Resources, LLC**

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| 2.29. | <b>Title of contract</b><br><br><b>State what the contract or lease is for</b><br><br><b>Nature of debtor's interest</b><br><br><b>State the term remaining</b><br><br><b>List the contract number of any government contract</b> | OIL AND GAS LEASE AND AMENDMENTS<br><br>LEASE AND MINERAL INTEREST - LEASE NO. SM-004A, TRACT NO. 1; RECORDED IN VOL. 0614 PAGES 0642-0645, DIMMIT COUNTY, TX<br><br>CONTRACT PARTY<br><br>AS LONG AS MAINTAINED IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THE LEASE<br><br><hr/> | <b>State the name and mailing address for all other parties with whom the debtor has an executory contract or unexpired lease</b><br><br>RONALD CARTER<br>6021 AUGUSTA CIRCLE<br>COLLEGE STATION TX 77845  |
| 2.30. | <b>Title of contract</b><br><br><b>State what the contract or lease is for</b><br><br><b>Nature of debtor's interest</b><br><br><b>State the term remaining</b><br><br><b>List the contract number of any government contract</b> | CRUDE OIL PURCHASE CONTRACT AND AMENDMENTS<br><br>JRED WELLS<br><br>CONTRACT PARTY<br><br>3/31/2022 AND MONTH TO MONTH THEREAFTER<br><br><hr/>   | <b>State the name and mailing address for all other parties with whom the debtor has an executory contract or unexpired lease</b><br><br>SHELL TRADING (US) COMPANY<br>ATTN: DAVID ALLCORN - MANAGER<br>LEASE ADMINISTRATION<br>1000 MAIN STREET<br>LEVEL 15<br>HOUSTON TX 77002 |
| 2.31. | <b>Title of contract</b><br><br><b>State what the contract or lease is for</b><br><br><b>Nature of debtor's interest</b><br><br><b>State the term remaining</b><br><br><b>List the contract number of any government contract</b> | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY POLICY<br><br>POLICY NO. 0001291851<br><br>INSURED<br><br>8/1/2022<br><br><hr/>  | <b>State the name and mailing address for all other parties with whom the debtor has an executory contract or unexpired lease</b><br><br>TEXAS MUTUAL INSURANCE CO.<br>2200 ALDRICH ST<br>AUSTIN TX 78723  |
| 2.32. | <b>Title of contract</b><br><br><b>State what the contract or lease is for</b><br><br><b>Nature of debtor's interest</b><br><br><b>State the term remaining</b><br><br><b>List the contract number of any government contract</b> | OIL AND GAS LEASE AND AMENDMENTS<br><br>LEASE AND MINERAL INTEREST - LEASE NO. SM-009A, TRACT NO. 1; RECORDED IN VOL. 0614 PAGES 0622-0625, DIMMIT COUNTY, TX<br><br>CONTRACT PARTY<br><br>AS LONG AS MAINTAINED IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THE LEASE<br><br><hr/> | <b>State the name and mailing address for all other parties with whom the debtor has an executory contract or unexpired lease</b><br><br>VICTORIA TRADING CO, LLC<br>P.O. BOX 1077<br>EDINBURG TX 78540  |
| 2.33. | <b>Title of contract</b><br><br><b>State what the contract or lease is for</b><br><br><b>Nature of debtor's interest</b><br><br><b>State the term remaining</b><br><br><b>List the contract number of any government contract</b> | OIL AND GAS LEASE<br><br>LEASE MINERAL INTEREST - LEASE NO. SM-017A, TRACT NO. 2; RECORDED IN VOL. 0628 PAGES 0715-0720, DIMMIT COUNTY, TX<br><br>CONTRACT PARTY<br><br>AS LONG AS MAINTAINED IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THE LEASE<br><br><hr/>                    | <b>State the name and mailing address for all other parties with whom the debtor has an executory contract or unexpired lease</b><br><br>WILLIAM ALLEN RISINGER<br>12 HILLWAY DRIVE<br>ROUND ROCK TX 78664   |



Fill in this information to identify the case and this filing:

Debtor Name Tiva Resources, LLC

United States Bankruptcy Court for the: Western District of Texas  
State)

Case number (if known): 22-50118

Official Form 202

Declaration Under Penalty of Perjury for Non-Individual Debtors

12/1

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An individual who is authorized to act on behalf of a non-individual debtor, such as a corporation or partnership, must sign and submit this form for the schedules of assets and liabilities, any other document that requires a declaration that is not included in the document, and any amendments of those documents. This form must state the individual's position or relationship to the debtor, the identity of the document, and the date. Bankruptcy Rules 1008 and 9011.

**WARNING -- Bankruptcy fraud is a serious crime. Making a false statement, concealing property, or obtaining money or property by fraud in connection with a bankruptcy case can result in fines up to \$500,000 or imprisonment for up to 20 years, or both. 18 U.S.C. §§ 152, 1341, 1519, and 3571.**

Declaration and signature

I am the president, another officer, or an authorized agent of the corporation; a member or an authorized agent of the partnership; or another individual serving as a representative of the debtor in this case.

I have examined the information in the documents checked below and I have a reasonable belief that the information is true and correct:

☐ Schedule A/B: Assets-Real and Personal Property (Official Form 206A/B)

☐ Schedule D: Creditors Who Have Claims Secured by Property (Official Form 206D)

☐ Schedule E/F: Creditors Who Have Unsecured Claims (Official Form 206E/F)

☐ Schedule G: Executory Contracts and Unexpired Leases (Official Form 206G)

☐ Schedule H: Codebtors (Official Form 206H)

☐ Summary of Assets and Liabilities for Non-Individuals (Official Form 206Sum)

☒ Amended Schedules

☐ Chapter 11 or Chapter 9 Cases: List of Creditors Who Have the 20 Largest Unsecured Claims and Are Not Insiders (Official Form 204)

☐ Other document that requires a declaration \_\_\_\_\_

I declare under penalty of perjury that the foregoing is true and correct.

Executed on 04/26/2022  
MM / DD / YYYY

x John Hayes  
Signature of individual signing on behalf of debtor

John Hayes  
Printed name

President  
Position or relationship to debtor