

**ASSIGNMENT, BILL OF SALE AND CONVEYANCE**

STATE OF COLORADO           §  
  §  
COUNTY OF WELD           §

This ASSIGNMENT, BILL OF SALE AND CONVEYANCE (this “**Assignment**”) dated January **31**, 2014, but made to be effective as of January 1, 2013 at 12:01 a.m. local time where the Assets (as defined below) are located (the “**Effective Time**”), is from **NOBLE ENERGY, INC.**, a Delaware corporation, and **NOBLE ENERGY WYCO, LLC**, a Delaware limited liability company, each with an office at 1625 Broadway, Suite 2200, Denver, Colorado 80202 (together, the “**Assignors**”), to **KERR-MCGEE OIL & GAS ONSHORE LP**, a Delaware limited partnership, with an office at 1099 18<sup>th</sup> Street, Suite 1800, Denver, Colorado 80202 (the “**Assignee**”). The Assignors, on the one hand and the Assignee, on the other are at times referred to herein individually as a “**Party**” and collectively as the “**Parties**.” Capitalized terms used herein but not otherwise defined shall have the meanings given such terms in the Asset Exchange Agreement by and among the Assignors and the Assignee, among others, dated October 18, 2013 (the “**Exchange Agreement**”).

**ARTICLE I**  
**ASSIGNMENT OF ASSETS**

SECTION 1.01       *Assignment of Assets.* FOR AND IN CONSIDERATION of good and valuable consideration, the receipt and full sufficiency of which are hereby acknowledged, the Assignors do, subject to the reservations set forth in this Assignment, hereby GRANT, BARGAIN, SELL, CONVEY, TRANSFER, ASSIGN, SET OVER and DELIVER to the Assignee all of the Assignors’ right, title and interest (real, personal, mixed, contractual or otherwise) in, to, under or derived from the following (but reserving, excepting and excluding, in all such instances, the Noble Excluded Assets described in Section 1.03 of this Assignment) (collectively, the “**Assets**”):

(a) The oil and gas leases specifically described in Exhibit A-1 (Flood Leases), Exhibit A-2 (Preferential Right Leases) and Exhibit A-3 (Consent Leases), insofar as such leases cover and relate to the lands specifically described in Exhibit A-1, A-2 and A-3, respectively, as to all depths, together with all Hydrocarbons produced therefrom after the Effective Time (the “**Noble Leases**”);

(b) The wells described in Exhibit B-1 (Flood Wells), Exhibit B-2 (Preferential Right Wells), Exhibit B-3 (Hard Consent Wells), and Exhibit B-4 (Additional Wells) together with all Hydrocarbons produced therefrom after the Effective Time (the “**Noble Wells**”);

(c) All equipment, machinery, improvements, fixtures, and other real, personal and mixed property, operational and nonoperational, known or unknown, used or held

for use solely in connection with the Noble Wells, including well equipment, casing, rods, tanks, boilers, buildings, tubing, pumps, motors, fixtures, machinery and other items used solely in the operation or maintenance thereof;

(d) To the extent assignable, all surface leases, permits, rights-of-way, licenses, easements and other surface rights agreements used or held in connection with the exploration and production of Hydrocarbons insofar and only insofar as they relate to the Noble Wells (the “**Noble Surface Agreements**”);

(e) All existing and effective unitization agreements, pooling agreements, communitization agreements, unit operating agreements, and forced pooling or other orders, insofar as they relate to the Noble Wells; and

(f) All Applicable Contracts, insofar as they relate to the properties and interests described in Sections 1.01(a) through 1.01(e) of this Assignment (the contracts and instruments described in Sections 1.01(d), 1.01(e) and 1.01(f) of this Assignment are referred to as the “**Noble Contracts**”);

(for clarity, although the Wells described on Exhibit B-4 were not specifically described in Exhibit C to that Assignment, Bill of Sale and Conveyance dated October 18, 2013, from Assignors, as assignors, to Assignee, as assignee, recorded October 21, 2013 as Reception No. 3972248 in the real property records of Weld County, Colorado) such Wells were nevertheless covered and assigned by such assignment pursuant to Section 1.01(b) thereof (“All oil and gas wells . . . included in the Anadarko Area (including the wells described in Exhibit C)”) because they are located in the Anadarko Area (as described in Exhibit B to such assignment), and, accordingly, the Wells described on Exhibit B-4 are being specifically included in this Assignment in order to clarify and confirm Assignee’s title thereto).

TO HAVE AND TO HOLD the Assets, together with all the rights, privileges, and appurtenances thereto, unto the Assignee and its successors and assigns forever, subject to the reservations, covenants, terms and conditions set forth herein.

SECTION 1.02      ***Retained Rights and Obligations.*** The execution and delivery of this Assignment by the Assignors, and the execution and acceptance of this Assignment by the Assignee, shall not operate to release or impair any surviving rights or obligations of the Assignors or the Assignee under the Exchange Agreement.

SECTION 1.03      ***Noble Excluded Assets.*** Notwithstanding anything to the contrary in this Assignment, the Assignors hereby **RESERVE, EXCEPT AND RETAIN** the Noble Excluded Assets, all of which are excluded from the Assets conveyed hereunder, and the Assignee shall have no interest in, to or under any Noble Excluded Asset. As used herein, the term “**Noble Excluded Assets**” means:

(a) all or any portion of the oil and gas leases described in Exhibits A-1, A-2 and A-3 that is not described in Sections 1.01(a) of this Assignment;

(b) the Wellbore Rights associated with wells outside of the “Anadarko Area” as described in Exhibit C in the oil and gas leases described in Exhibits A-1, A-2 and A-3, insofar



as such leases cover lands within the Spacing Unit for such wells, limited to the depths covered by such Spacing Unit, for such wells;

(c) all mineral fee interests and all surface fee interests inside the Anadarko Area and all rights incident thereto; and all office leases, office buildings, and leases of parcels used as yards;

(d) all royalties, overriding royalties, net profits interests, production payments or similar payment rights upon, measured by or payable out of production, including any related accounting and reporting obligations, held by the Assignors in or under any lands, wherever situated, including the lands covered by the Noble Leases or other leases or lands with which the Noble Leases may have been pooled or unitized, whether located inside or outside of the Anadarko Area, and all royalties, overriding royalties, net profits interests, production payments or similar payment rights upon, measured by or payable out of production, including any related accounting and reporting obligations, under Noble Leases with respect to which the Assignors or one of their Affiliates is the lessor;

(e) any trade credits, accounts receivable or other income or revenues accruing or attributable to the Assets with respect to periods prior to the Effective Time;

(f) all production of Hydrocarbons from or attributable to the Assets with respect to periods prior to the Effective Time and all proceeds attributable thereto;

(g) any refund of, or credits or loss carry forwards with respect to (i) costs, Taxes or expenses borne by Assignors or Assignors' predecessors in title to the Assets attributable to periods prior to the Effective Time or for which Assignors are otherwise responsible pursuant to the Exchange Agreement and (ii) any costs, Taxes or expenses attributable to the Noble Excluded Assets;

(h) any claims and causes of action of the Assignors arising under or with respect to any Noble Contracts that are attributable to periods of time prior to the Effective Time, including claims for adjustments or refunds, except to the extent included in the Assumed Obligations – Noble Assets, and any and all proceeds from the settlements of contract disputes with purchasers of Hydrocarbons from the Assets, including settlement of disputes, insofar as said proceeds are attributable to periods prior to the Effective Time;

(i) subject to the Limited Release and Settlement, the right to exercise any audit rights under operating agreements or other agreements or state Law relating to the Assets with respect to periods prior to the Effective Time;

(j) all rights and interests of the Assignors (i) under any policy or agreement of insurance or indemnity, (ii) under any bond or (iii) to any insurance or condemnation proceeds or awards arising, in each case, from acts, omissions or events, or damage to or destruction of property prior to the Effective Time;

(k) any claims and causes of action against Third Parties related to matters for which the Assignors indemnify the Assignee under Section 12.03 of the Exchange Agreement;

- (l) all Cygnet, SCADA and similar communication and control equipment and facilities;
- (m) all vehicles and other rolling stock;
- (n) all information, communications and work-product covered by the attorney-client or attorney work-product privileges or other legal privilege, excluding title opinions;
- (o) all seismic, geophysical, geochemical, and interpretative data and information related to the Assets or the Noble Excluded Assets, whether owned by the Assignors or licensed from Third Parties ("**Seismic Data**");
- (p) (i) all corporate, financial, Tax and legal data and records of the Assignors that relate to the Assignors' business other than those directly related to the ownership and operation of the Assets, (ii) any data and records (other than Seismic Data) to the extent disclosure or transfer is prohibited or subjected to payment of a fee or other consideration and for which no consent to transfer has been received or for which the Assignee has not agreed in writing to pay the fee or other consideration, as applicable, (iii) any data and records constituting or relating to the Noble Excluded Assets, and (iv) records and information that the Assignors reasonably consider proprietary or confidential (including employee information, internal valuation data, business plans, reserve reports, business studies, and transaction proposals and related correspondence);
- (q) the Assignors' intellectual property, including proprietary computer software, computer software licensed from Third Parties, patents, pending patent applications, trade secrets, copyrights, names, marks and logos;
- (r) the Assignors' right, title and interest in the Noble Surface Agreements and other easements, rights-of-way, licenses, permits, servitudes, surface leases, surface use agreements, and similar rights, obligations and interests, in each case, to the extent they are attributable and allocable to rights and interests retained by the Assignors;
- (s) except suspense accounts paid to the Assignee pursuant to Section 11.05 of the Exchange Agreement, all deposits, cash, checks in process of collection, cash equivalents, accounts and notes receivable and other funds attributable to any periods prior to the Effective Time, and security or other deposits made with Third Parties prior to the Effective Time;
- (t) all swap, futures, or derivative contracts backed by or related to the Assets or any other assets of the Assignors;
- (u) any equipment, materials, spare parts, tools and other personal property that may have been previously used or is being held for use on the Noble Leases but that are presently stored or warehoused at an Assignor or Third Party site not located on the Assets;
- (v) all reserve reports prepared by the Assignors or any of their consultants and all reserve reporting and classification information and supporting materials with respect to the Assignors' determination or reporting of its reserves;

(w) all (i) salt water disposal and injection wells and facilities owned by the Assignors, (ii) gathering lines and facilities and pipelines (whether or not used for Hydrocarbons produced from the Assets), (iii) equipment and other facilities owned by the Assignors located within the Anadarko Area that are not associated with or used in connection with the Assets and (iv) water wells and any assets associated with the Assignors' water distribution or handling systems located within the Anadarko Area;

(x) all rig and service contracts and all master service agreements; and

(y) all agreements between the Assignors and any Affiliates of the Assignors, including any Hydrocarbon gathering, treatment, processing, storage, transportation or sales contracts (other than the Noble Material Contracts) and the agreements set forth on Schedule 6.08 of the Exchange Agreement.

## ARTICLE II SPECIAL WARRANTY AND DISCLAIMERS

SECTION 2.01 *Special Warranty of Title.* The Assignors hereby warrant and agree to defend Assignee against every Person whomsoever lawfully claiming or to claim an interest in any Noble Lease or Noble Well included in the Assets by, through or under Assignors, which claim, if successful, would constitute a Title Defect that causes Assignors not to have Defensible Title to such Noble Lease or Noble Well.

SECTION 2.02 *Subrogation.* The Assignors hereby assign to the Assignee all rights, claims and causes of action under title warranties given or made by the Assignors' predecessors in interest with respect to the Assets, and the Assignee is specifically subrogated to all rights which the Assignors may have against such predecessors in interest with respect to the Assets, to the extent that the Assignors may legally transfer such rights and grant such subrogation.

SECTION 2.03 *Disclaimers of Warranties and Representations.*

(a) THE PARTIES AGREE THAT, TO THE EXTENT REQUIRED BY APPLICABLE LAW TO BE OPERATIVE, THE DISCLAIMERS OF WARRANTIES CONTAINED IN THIS SECTION 2.03 ARE "CONSPICUOUS" DISCLAIMERS FOR THE PURPOSES OF ANY APPLICABLE LAW, RULE OR ORDER. WITHOUT LIMITATION OF THE GENERALITY OF THE IMMEDIATELY PRECEDING SENTENCE, THE ASSIGNORS EXPRESSLY DISCLAIM AND NEGATE AS TO THE PERSONAL PROPERTY ASSIGNED HEREUNDER (I) ANY IMPLIED OR EXPRESS WARRANTY OF MERCHANTABILITY; (II) ANY IMPLIED OR EXPRESS WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE; (III) ANY IMPLIED OR EXPRESS WARRANTY OF CONFORMITY TO MODELS OR SAMPLES OF MATERIALS; (IV) ANY RIGHTS OF THE ASSIGNEE UNDER APPLICABLE STATUTES TO CLAIM DIMINUTION OF CONSIDERATION; AND (V) ANY CLAIM BY THE ASSIGNEE FOR DAMAGES BECAUSE OF DEFECTS IN ANY PERSONAL PROPERTY INCLUDED WITHIN SUCH ASSETS, WHETHER KNOWN OR UNKNOWN, IT BEING EXPRESSLY UNDERSTOOD BY THE ASSIGNEE THAT THE



PERSONAL PROPERTY ASSIGNED HEREUNDER IS IN EACH CASE BEING CONVEYED "AS IS," "WHERE IS," WITH ALL FAULTS AND IN ITS PRESENT CONDITION AND STATE OF REPAIR.

(b) EXCEPT AS AND TO THE EXTENT EXPRESSLY SET FORTH IN ARTICLE 6 OF THE EXCHANGE AGREEMENT OR THE SPECIAL WARRANTY OF TITLE SET FORTH IN THIS ASSIGNMENT, (A) THE ASSIGNORS MAKE NO, AND EXPRESSLY DISCLAIM ANY AND ALL, REPRESENTATIONS OR WARRANTIES, EXPRESS, STATUTORY OR IMPLIED, AND (B) THE ASSIGNORS EXPRESSLY DISCLAIM ALL LIABILITY AND RESPONSIBILITY FOR ANY STATEMENT OR INFORMATION MADE OR COMMUNICATED (ORALLY OR IN WRITING) TO THE ASSIGNEE OR ANY OF ITS AFFILIATES, EMPLOYEES, AGENTS, CONSULTANTS OR REPRESENTATIVES (INCLUDING ANY OPINION, INFORMATION OR ADVICE THAT MAY HAVE BEEN PROVIDED TO THE ASSIGNEE BY ANY PERSON).

(c) EXCEPT AS AND TO THE EXTENT EXPRESSLY SET FORTH IN ARTICLE 6 OF THE EXCHANGE AGREEMENT OR IN THIS ASSIGNMENT, WITHOUT LIMITING THE GENERALITY OF CLAUSE (b) ABOVE, THE ASSIGNORS MAKE NO AND EXPRESSLY DISCLAIM ANY REPRESENTATION OR WARRANTY, EXPRESS, STATUTORY OR IMPLIED, ORAL OR WRITTEN, AS TO (i) TITLE TO ANY OF THE ASSETS, (ii) THE CONTENTS, CHARACTER OR NATURE OF ANY REPORT OF ANY PETROLEUM ENGINEERING CONSULTANT, OR ANY GEOLOGICAL OR SEISMIC DATA OR INTERPRETATION, RELATING TO THE ASSETS, (iii) THE QUANTITY, QUALITY OR RECOVERABILITY OF HYDROCARBONS IN OR FROM THE ASSETS, (iv) ANY ESTIMATES OF THE VALUE OF THE ASSETS OR FUTURE REVENUES GENERATED BY THE ASSETS, (v) THE PRODUCTION OF PETROLEUM SUBSTANCES FROM THE ASSETS OR WHETHER PRODUCTION HAS BEEN CONTINUOUS OR IN PAYING QUANTITIES, (vi) THE MAINTENANCE, REPAIR, CONDITION, QUALITY, SUITABILITY, DESIGN OR MARKETABILITY OF THE ASSETS, (vii) THE CONTENT, CHARACTER OR NATURE OF ANY INFORMATION MEMORANDUM, REPORTS, BROCHURES, CHARTS OR STATEMENTS (INCLUDING FINANCIAL STATEMENTS) PREPARED BY THE ASSIGNORS OR THIRD PARTIES WITH RESPECT TO THE ASSETS, (viii) ANY OTHER MATERIALS OR INFORMATION THAT MAY HAVE BEEN MADE AVAILABLE OR COMMUNICATED TO THE ASSIGNEE IN CONNECTION WITH THE TRANSACTIONS CONTEMPLATED BY THE EXCHANGE AGREEMENT OR ANY DISCUSSION OR PRESENTATION RELATING THERETO, OR (ix) ANY IMPLIED OR EXPRESS WARRANTY OF FREEDOM FROM PATENT OR TRADEMARK INFRINGEMENT. THE ASSIGNORS EXPRESSLY DISCLAIM ANY REPRESENTATION OR WARRANTY AS TO WHETHER ANY ASSET, OR THE PRODUCTION THEREFROM, IS DEDICATED FOR GATHERING, PROCESSING OR PURCHASING TO DCP MIDSTREAM LLC, OR ITS AFFILIATES OR PREDECESSORS OR SUCCESSORS IN INTEREST UNDER ANY NOBLE CONTRACT.

(D) EXCEPT AS AND TO THE EXTENT EXPRESSLY SET FORTH IN SECTION 6.06 OF THE EXCHANGE AGREEMENT, THE ASSIGNORS HAVE NOT



AND WILL NOT MAKE, AND EXPRESSLY DISCLAIM, ANY REPRESENTATION OR WARRANTY REGARDING ANY MATTER OR CIRCUMSTANCE RELATING TO ENVIRONMENTAL LAWS, ENVIRONMENTAL LIABILITIES, THE RELEASE OF HAZARDOUS SUBSTANCES, HYDROCARBONS OR NORM INTO THE ENVIRONMENT OR THE PROTECTION OF HUMAN HEALTH, SAFETY, NATURAL RESOURCES OR THE ENVIRONMENT, OR ANY OTHER ENVIRONMENTAL CONDITION OF THE ASSETS, AND NOTHING IN THIS ASSIGNMENT OR OTHERWISE SHALL BE CONSTRUED AS SUCH A REPRESENTATION OR WARRANTY, AND THE ASSIGNEE SHALL BE DEEMED TO BE TAKING THE ASSETS "AS IS" AND "WHERE IS" FOR PURPOSES OF THEIR ENVIRONMENTAL CONDITION.

### ARTICLE III MISCELLANEOUS

SECTION 3.01 *Defined Terms.* When used in this Assignment, the following terms have the respective meanings set forth in this Section 3.01:

(a) "Hydrocarbons" means all oil, gas, natural gas liquids and other hydrocarbons and products produced in association therewith.

(b) "Spacing Unit" has the meaning defined by state-wide or field-wide, as applicable, rules or orders of the Colorado Oil and Gas Conservation Commission.

(c) "Wellbore Rights" means the leasehold rights in all leases within the Spacing Unit for a well, insofar and only insofar as such leasehold rights entitle the owner thereof to Hydrocarbons produced from such well and to conduct and participate in operations with respect to such well and to any pooling rights associated therewith.

SECTION 3.02 *Assignment Subject to Exchange Agreement.* This Assignment is executed and delivered pursuant to the terms of Exchange Agreement and is specifically made subject to the terms, conditions, and covenants contained therein, a copy of which can be obtained from the Assignee at the above referenced address. The terms and conditions of the Exchange Agreement are incorporated herein by reference, and in the event of a conflict between the provisions of the Exchange Agreement and this Assignment, the provisions of the Exchange Agreement shall control. The Assignee, subject in each case to the terms of the Exchange Agreement, assumes and agrees to fulfill, perform pay and discharge (or cause to be fulfilled, performed paid or discharged) all of the Assumed Obligations – Noble Assets. The provisions of the Exchange Agreement, and any other agreements, certificates or instruments executed or delivered in connection therewith, shall not be deemed to have merged into this Assignment and shall survive the execution and delivery of this Assignment according to their terms.

SECTION 3.03 *Governing Law.* THIS ASSIGNMENT AND THE LEGAL RELATIONS BETWEEN THE PARTIES SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF COLORADO WITHOUT REGARD TO PRINCIPLES OF CONFLICTS OF LAW WHICH WOULD PERMIT OR REQUIRE THE APPLICATION OF THE LAWS OF ANOTHER JURISDICTION. ANY

CLAIM, COUNTERCLAIM, DEMAND, CAUSE OF ACTION, DISPUTE, OR ANY OTHER CONTROVERSY ARISING OUT OF OR RELATING IN ANY WAY TO THIS ASSIGNMENT OR TO THE SUBJECT MATTER OF THIS ASSIGNMENT OR TO ANY RELATIONSHIP CREATED HEREBY SHALL BE RESOLVED PURSUANT TO SECTION 13.11 OF THE EXCHANGE AGREEMENT.

SECTION 3.04      ***Further Assurances.*** The Assignors and the Assignee agree that, from time to time, each of them will execute, acknowledge and deliver all such further instruments of conveyance and transfer and take such other actions as may be reasonably requested by the other Parties for carrying out the purposes of the transactions contemplated by this Assignment.

SECTION 3.05      ***Compliance with Laws.*** This Assignment is made subject to all applicable Laws that are promulgated, issued or enacted by a Governmental Authority having jurisdiction.

SECTION 3.06      ***Successors and Assigns.*** This Assignment shall be binding upon, and shall inure to the benefit of, the Parties and their respective successors and assigns, and the terms, covenants and conditions of this Assignment are covenants running with the land and with each subsequent transfer or assignment of the Assets or any part thereof, and in the event that the Assignee conveys all or a part of the Assets, the Assignee shall remain liable to the Assignors for the Assignee's indemnification obligations hereunder and under the Exchange Agreement notwithstanding any such assignment.

SECTION 3.07      ***Governmental Authority Forms of Assignment.*** Separate assignments of the Noble Leases may be executed on officially approved forms by the Assignors to the Assignee in sufficient counterparts to satisfy applicable statutory and regulatory requirements. Those assignments shall be deemed to contain all of the exceptions, reservations, rights, titles, powers and privileges, covenants and warranties set forth herein as fully as though they were set forth in each such assignment. The interests conveyed by such separate assignments are the same, and not in addition to, the interests conveyed herein.

SECTION 3.08      ***Exhibits.*** Reference is made to the Exhibits attached hereto and made a part hereof for all purposes. References in such Exhibits to instruments on file in the public records are made for all purposes.

SECTION 3.09      ***Counterparts.*** This Assignment may be executed in any number of counterparts, each of which shall be deemed an original instrument, but all of which together shall constitute but one and the same instrument. To facilitate recordation or filing of this Assignment, each counterpart filed with a county or state agency or office may contain only those portions of the Exhibits to this Assignment that describe property under the jurisdiction of that agency or office. Complete copies of this Assignment containing the entire Exhibits have been retained by the Assignors and the Assignee.

[Signature Pages Follow]



IN WITNESS WHEREOF, this Assignment is executed as of the dates of the acknowledgments below but shall be effective for all purposes as of the Effective Time.

**ASSIGNORS:**

**NOBLE ENERGY, INC.**

By: [Signature]  
Joseph H. Lorenzo  
Senior Land Manager and Attorney-in-Fact

**ACKNOWLEDGEMENT**

State of Colorado                    }  
   }  
County of Denver                    }

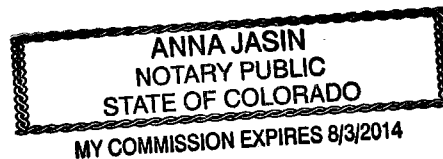
The foregoing instrument was acknowledged before me on this 31 day of January, 2014, by Joseph H. Lorenzo as Senior Land Manager and Attorney-in-Fact of Noble Energy, Inc., a Delaware corporation, on behalf of the corporation.

[Signature]  
Notary Public

Printed Name: Anna Jasiri

Commission No. 20104027154

My commission expires: August 3, 2014



**NOBLE ENERGY WYCO, LLC**

By: [Signature]  
Joseph H. Lorenzo  
Senior Land Manager and Attorney-in-Fact

**ACKNOWLEDGEMENT**

State of Colorado

}

}

County of Denver

}

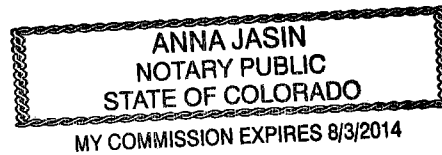
The foregoing instrument was acknowledged before me on this 31 day of January, 2014, by Joseph H. Lorenzo as Senior Land Manager and Attorney-in-Fact of Noble Energy WyCo, LLC, a Delaware limited liability company, on behalf of the company

  
Notary Public

Printed Name: Anna Jasin

Commission No. 20104027154

My commission expires: August 3, 2014




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Steve Moreno, Clerk and Recorder, Weld County, CO



ASSIGNEE:

KERR-MCGEE OIL & GAS ONSHORE LP

By:   
Michael A. Nixon  
Attorney-in-Fact

*FD DMB*

ACKNOWLEDGEMENT

State of Colorado                    }  
   }  
County of Denver                    }

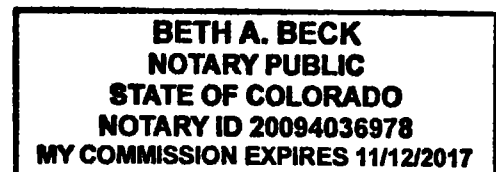
The foregoing instrument was acknowledged before me on this 31<sup>st</sup> day of January, 2014, by Michael A. Nixon as Attorney-in-Fact of Kerr-McGee Oil & Gas Onshore LP on behalf of the limited partnership.

Beth A. Beck  
Notary Public

Printed Name: Beth A. Beck

Commission No. 20094036978

My commission expires: 11/12/2017



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Steve Moreno, Clerk and Recorder, Weld County, CO



**Exhibit A-1**  
**Flood Leases**

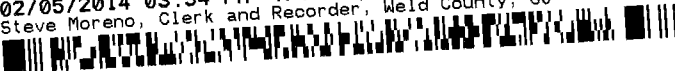
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Steve Moreno, Clerk and Recorder, Weld County, CO  


Exhibit A-1:  
Flood Leases

1 of 3

WELL NAME	NBL WELL ID	AGREEMENT NUM	AGREEMENT NAME	AGREEMENT TYPE	ORIGINAL LESSEE/GRAZTEE COMPANY	EFFECTIVE DATE	RECORDING DATA	STATE	COUNTY
SEC 4 INVESTORS 34-04	422121358	32871000	CHAMPLIN PETROLEUM COMPANY	Oil And Gas Lease	AMOCO PRODUCTION COMPANY	10/16/1972	1602713	COLORADO	WELD
VARRA COMPANIES 31-06L GOULD P 31-11J GOULD P 31-05J JS GOULD P 31-14 JS	422122578 422127385 422127384 424403840	3230000	LOUIS J RADEMACHER ET UX	Oil And Gas Lease	AMOCO PRODUCTION COMPANY	02/21/1974	1631591	COLORADO	WELD
GOULD P 31-11J GOULD 31-137 CN GOULD P 31-05J JS GOULD P 31-14 JS	422127385 422127383 422127384 424403840	3192000	LEE G GOULD JR ET UX	Oil And Gas Lease	T S FACE	04/08/1970	1547196	COLORADO	WELD
EHRLICH 34-09H7 EHRLICH 34-15H7 EHRLICH 34-16H7	422131608 422131609 422131610	31539000	EHRLICH INC	Oil And Gas Lease	SNYDER OIL CORPORATION	03/29/1994	2398815	COLORADO	WELD
EHRLICH 34-09H7 EHRLICH 34-16H7	422131608 422131610	32218000	ROBERT E EHRLICH	Oil And Gas Lease	SNYDER OIL CORPORATION	03/29/1994	02533590	COLORADO	WELD
EHRLICH 34-15H7	422131609	31802A	DENNIS G DUNN BY AIF	Oil And Gas Lease	SNYDER OIL CORPORATION	11/23/1994	2426399	COLORADO	WELD
EHRLICH 34-15H7	422131609	31802B	DELORES J DUNN	Oil And Gas Lease	SNYDER OIL CORPORATION	11/27/1994	2426398	COLORADO	WELD
EHRLICH 34-15H7	422131609	31869000	UNION PACIFIC RESOURCES COMPAN	Oil And Gas Lease	SNYDER OIL CORPORATION	12/28/1994	2426400	COLORADO	WELD
CROSSANT 19-43 CROSSANT 19-44 DEWALT 19-41	425774714 425774715 425778090	PCI 00636000	KATHERINE NELL DEWALT ET VIR	Oil And Gas Lease	COLORADO LAND SERVICES	11/19/1992	2312269	COLORADO	WELD
CROSSANT 19-43 CROSSANT 19-44 DEWALT 19-41	425774714 425774715 425778090	PCI 00637000	COLLSON EXCAVATING COMPANY	Oil And Gas Lease	COLORADO LAND SERVICES	11/19/1992	2311986	COLORADO	WELD
CROSSANT 19-43 CROSSANT 19-44 DEWALT 19-41	425774714 425774715 425778090	PCI 00638000	LEON H CROSSANT ET UX	Oil And Gas Lease	COLORADO LAND SERVICES	01/18/1993	2321900	COLORADO	WELD
CROSSANT 19-43 CROSSANT 19-44 DEWALT 19-41	425774714 425774715 425778090	PCI 00639000	JAMES D CROSSANT ET UX	Oil And Gas Lease	COLORADO LAND SERVICES	01/18/1993	2321901	COLORADO	WELD
CROSSANT 19-43 CROSSANT 19-44 DEWALT 19-41	425774714 425774715 425778090	PCI 00640000	UNION PACIFIC RESOURCES COMPANY	Oil And Gas Lease	COLORADO LAND SERVICES	01/15/1993	2331511	COLORADO	WELD
BETZ 30-11 BETZ 30-14 BETZ 30-15 CROSSANT 30-12 CD CROSSANT 30-13 CN	425777081 425777082 425777102 425774711 425774712	PCI 01624001	ARVID L FIECHTNER ET UX	Oil And Gas Lease	PRIMA OIL & GAS COMPANY	04/05/2004	3180487	COLORADO	WELD
BETZ 30-11 BETZ 30-14 BETZ 30-15 CROSSANT 30-12 CD CROSSANT 30-13 CN	425777081 425777082 425777102 425774711 425774712	PCI 01624002	RAYMOND FIECHTNER	Oil And Gas Lease	PRIMA OIL & GAS COMPANY	04/05/2004	3174720	COLORADO	WELD
BETZ 30-11 BETZ 30-14 BETZ 30-15 CROSSANT 30-12 CD CROSSANT 30-13 CN	425777081 425777082 425777102 425774711 425774712	PCI 01624003	BARBARA FIECHTNER LOGSDON	Oil And Gas Lease	PRIMA OIL & GAS COMPANY	04/07/2004	3174721	COLORADO	WELD

Exhibit A-1:  
Flood Leases

WELL NAME	NBL WELL ID	AGREEMENT NUM	AGREEMENT NAME	AGREEMENT TYPE	ORIGINAL LESSEE/GRAINTEE	EFFECTIVE DATE	RECORDING DATA	STATE	COUNTY
BETZ 30-11	425777081	PC101624004	HARRY FIECHTNER ET UX	Oil And Gas Lease	PETRO-CANADA RESOURCES (USA) INC	04/12/2004	3174719	COLORADO	WELD
BETZ 30-14	425777082								
BETZ 30-15	425777102								
CROSSANT 30-12 CD	425774711								
CROSSANT 30-13 CN	425774712								
BETZ 30-11	425777081	PC101624005	HARVEY D FIECHTNER ET UX	Oil And Gas Lease	PRIMA OIL & GAS COMPANY	04/05/2004	3198960	COLORADO	WELD
BETZ 30-14	425777082								
BETZ 30-15	425777102								
CROSSANT 30-12 CD	425774711								
CROSSANT 30-13 CN	425774712								
BETZ 30-11	425777081	PC101624006	RAMONA K STOTTS	Oil And Gas Lease	PRIMA OIL & GAS COMPANY	04/05/2004	3171072	COLORADO	WELD
BETZ 30-14	425777082								
BETZ 30-15	425777102								
CROSSANT 30-12 CD	425774711								
CROSSANT 30-13 CN	425774712								
BETZ 30-11	425777081	PC101624007	MARJORIE JOHNSON	Oil And Gas Lease	PRIMA OIL & GAS COMPANY	06/23/2004	3198961	COLORADO	WELD
BETZ 30-14	425777082								
BETZ 30-15	425777102								
CROSSANT 30-12 CD	425774711								
CROSSANT 30-13 CN	425774712								
BETZ 30-11	425777081	PC101624008	LINDA NEWCOMB ET VIR	Oil And Gas Lease	PRIMA OIL & GAS COMPANY	06/23/2004	3201937	COLORADO	WELD
BETZ 30-14	425777082								
BETZ 30-15	425777102								
CROSSANT 30-12 CD	425774711								
CROSSANT 30-13 CN	425774712								
BETZ 30-11	425777081	PC101624009	DAVID BETZ ET UX	Oil And Gas Lease	PRIMA OIL & GAS COMPANY	06/23/2004	3214538	COLORADO	WELD
BETZ 30-14	425777082								
BETZ 30-15	425777102								
CROSSANT 30-12 CD	425774711								
CROSSANT 30-13 CN	425774712								
BETZ 30-11	425777081	PC101624010	CLIFFORD H BETZ	Oil And Gas Lease	PRIMA OIL & GAS COMPANY	06/23/2004	3201934	COLORADO	WELD
BETZ 30-14	425777082								
BETZ 30-15	425777102								
CROSSANT 30-12 CD	425774711								
CROSSANT 30-13 CN	425774712								
BETZ 30-11	425777081	PC101624011	EZRA R BETZ TRUST	Oil And Gas Lease	PRIMA OIL & GAS COMPANY	04/05/2004	3221473	COLORADO	WELD
BETZ 30-14	425777082								
BETZ 30-15	425777102								
CROSSANT 30-12 CD	425774711								
CROSSANT 30-13 CN	425774712								
BETZ 30-11	425777081	PC101624012	FOOTHILLS GATEWAY INC	Oil And Gas Lease	PRIMA OIL & GAS COMPANY	06/25/2004	3206597	COLORADO	WELD
BETZ 30-14	425777082								
BETZ 30-15	425777102								
CROSSANT 30-12 CD	425774711								
CROSSANT 30-13 CN	425774712								
BETZ 30-11	425777081	PC101624014	HOUSE OF NEIGHBORLY SERVICE	Oil And Gas Lease	PETRO-CANADA RESOURCES (USA) INC	03/03/2005	3270898	COLORADO	WELD
BETZ 30-14	425777082								
BETZ 30-15	425777102								
CROSSANT 30-12 CD	425774711								
CROSSANT 30-13 CN	425774712								
BETZ 30-11	425777081	PC101624015	WILMA F HUTSON	Oil And Gas Lease	PETRO-CANADA RESOURCES (USA) INC	03/22/2005	3273235	COLORADO	WELD
BETZ 30-14	425777082								
BETZ 30-15	425777102								
CROSSANT 30-12 CD	425774711								
CROSSANT 30-13 CN	425774712								
BETZ 30-11	425777081	PC101624017	KATHERINE ADELAIDE BAIRD	Oil And Gas Lease	PETRO-CANADA RESOURCES (USA) INC	03/03/2005	3276534	COLORADO	WELD
BETZ 30-14	425777082								
BETZ 30-15	425777102								
CROSSANT 30-12 CD	425774711								
CROSSANT 30-13 CN	425774712								
BETZ 30-11	425777081	PC101624013	HOUSE OF NEIGHBORLY SERVICE	Oil And Gas Lease	PETRO-CANADA RESOURCES (USA) INC	03/11/2005	3270897	COLORADO	WELD
BETZ 30-14	425777082								
BETZ 30-15	425777102								
CROSSANT 30-12 CD	425774711								
CROSSANT 30-13 CN	425774712								

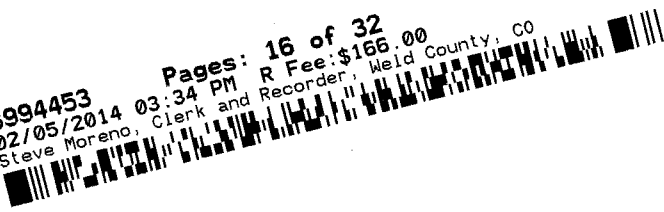
Exhibit A-1:  
Flood Leases

WELL NAME	NBL WELL ID	AGREEMENT NUM	AGREEMENT NAME	AGREEMENT TYPE	ORIGINAL LESSEE/GRANTEE	EFFECTIVE DATE	RECORDING DATA	STATE	COUNTY
BETZ 30-15 CROSSANT 30-12 CD CROSSANT 30-13 CN	425777102 425774711 425774712	PC101624016	KATHERINE ADELAIDE BAIRD	Oil And Gas Lease	PETRO-CANADA RESOURCES (USA) INC	03/11/2005	3276535	COLORADO	WELD
BETZ 30-15 CROSSANT 30-12 CD CROSSANT 30-13 CN	425777102 425774711 425774712	PC101656000	LOVELAND READY-MIX CONCRETE INC	Oil And Gas Lease	PETRO-CANADA RESOURCES (USA) INC	03/10/2005	3270314	COLORADO	WELD

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**Exhibit A-2**  
**Preferential Right Leases**

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**Exhibit A-2:  
Preferential Right Leases**

WELL NAME	NBL WELL ID	AGREEMENT NUM	AGREEMENT NAME	AGREEMENT TYPE	ORIGINAL LESSEE/GRAZTEE	EFFECTIVE DATE	RECORDING DATA	STATE	COUNTY
SAKATA 11-36	424407949	7610068000	GEORGE SCHMIDT ET UX - TRACT 1	Oil And Gas Lease	ENERGY MINERALS CORPORATION	10/22/1970	10/22/1973	COLORADO	WELD
SAKATA 11-36	424407949	7610068000	GEORGE SCHMIDT ET UX - TRACT 1	Oil And Gas Lease	ENERGY MINERALS CORPORATION	10/22/1970	10/22/1973	COLORADO	WELD
SAKATA 11-36	424407949	7610068000	GEORGE SCHMIDT ET UX - TRACT 2	Oil And Gas Lease	ENERGY MINERALS CORPORATION	10/22/1970	10/22/1973	COLORADO	WELD
PUTNAM 01 DK	424407395	0955001	OLIVE AUSTROPE LAMB ET AL - TRACT 1	Oil And Gas Lease	ENERGY MINERALS CORPORATION	05/26/1970	05/26/1980	COLORADO	WELD
PUTNAM 01 DK	424407395	0955001	OLIVE AUSTROPE LAMB ET AL - TRACT 2	Oil And Gas Lease	ENERGY MINERALS CORPORATION	05/26/1970	05/26/1980	COLORADO	WELD
PUTNAM 01 DK	424407395	0955001	OLIVE AUSTROPE LAMB ET AL - TRACT 3	Oil And Gas Lease	ENERGY MINERALS CORPORATION	05/26/1970	05/26/1980	COLORADO	WELD
PUTNAM 01 DK	424407395	0956000	CLAY E BRAND ET UX	Oil And Gas Lease	ENERGY MINERALS CORPORATION	02/18/1971	02/18/1976	COLORADO	WELD
PUTNAM 01 DK	424407395	1323000	PLATTE VALLEY EQUIPMENT INC	Oil And Gas Lease	MARTIN OIL SERVICE INC	09/22/1975	09/22/1983	COLORADO	WELD
PUTNAM 01 DK	424407395	1324000	NEIL A PUTNAM ET AL	Oil And Gas Lease	RAY O BROWN LIE	12/08/1970	12/08/1975	COLORADO	WELD
PUTNAM 01 DK	424407395	1325000	WILLIAM A MALLORY JR ET UX	Oil And Gas Lease	H L WILLETT	06/14/1974	06/14/1976	COLORADO	WELD
PUTNAM 01 DK	424407395	2158000	USA COC 54681 - TRACT 1	Oil And Gas Lease	MARTIN EXPLORATION	08/01/1991	07/31/2011	COLORADO	WELD
PUTNAM 01 DK	424407395	2158000	USA COC 54681 - TRACT 2	Oil And Gas Lease	MARTIN EXPLORATION	08/01/1991	07/31/2011	COLORADO	WELD
PUTNAM 01 DK	424407395	2158000	USA COC 54681 - TRACT 3	Oil And Gas Lease	MARTIN EXPLORATION	08/01/1991	07/31/2011	COLORADO	WELD
PUTNAM 01 DK	424407395	2158000	USA COC 54681 - TRACT 4	Oil And Gas Lease	MARTIN EXPLORATION	08/01/1991	07/31/2011	COLORADO	WELD
PUTNAM 01 DK	424407395	32348000	WILLIAM A MALLORY JR ET UX	Oil And Gas Lease	BATAA OIL INC	06/18/1998	06/18/1999	COLORADO	WELD
TOTEMS 44-24 LINKUS 32-24	424407016 424409821 424407015	32465A	LULLIAN M MYERS	Oil And Gas Lease	BEAVER MESA EXPLORATION CO	09/27/1973	09/27/1983	COLORADO	WELD
TOTEMS 44-24 LINKUS 32-24	424407016 424409821 424407015	32465B	CLAYTON COAL COMPANY	Oil And Gas Lease	BEAVER MESA EXPLORATION CO	10/17/1973	10/16/1976	COLORADO	WELD
TOTEMS 44-24 LINKUS 32-24	424407016 424409821 424407015	32465C	CLARENCE LAURIDSON ET AL	Oil And Gas Lease	BEAVER MESA EXPLORATION CO	12/03/1973	12/02/1976	COLORADO	WELD
HSR VINCENT 1-26A CN KLITZ 9-26A CN WELD COUNTY B-01 (S) HAZEL MCHALE 1	424410815 424409629 20*114438000 20*114376000	0623000	MARTIN T HART ET UX - TRACT 1	Oil And Gas Lease	ENERGY MINERALS CORPORATION	06/03/1970	06/03/1972	COLORADO	WELD
HSR VINCENT 1-26A CN KLITZ 9-26A CN WELD COUNTY B-01 (S) HAZEL MCHALE 1	424410815 424409629 20*114438000 20*114376000	0623000	MARTIN T HART ET UX - TRACT 2	Oil And Gas Lease	ENERGY MINERALS CORPORATION	06/03/1970	06/03/1972	COLORADO	WELD
HSR VINCENT 1-26A CN KLITZ 9-26A CN WELD COUNTY B-01 (S) HAZEL MCHALE 1	424410815 424409629 20*114438000 20*114376000	0623000	MARTIN T HART ET UX - TRACT 3	Oil And Gas Lease	ENERGY MINERALS CORPORATION	06/03/1970	06/03/1972	COLORADO	WELD
HSR VINCENT 1-26A CN KLITZ 9-26A CN WELD COUNTY B-01 (S) HAZEL MCHALE 1	424410815 424409629 20*114438000 20*114376000	0623000	MARTIN T HART ET UX - TRACT 4	Oil And Gas Lease	ENERGY MINERALS CORPORATION	06/03/1970	06/03/1972	COLORADO	WELD

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Exhibit A-2:  
Preferential Right Leases

WELL NAME	NBL WELL ID	AGREEMENT NUM	AGREEMENT NAME	AGREEMENT TYPE	ORIGINAL LESSEE/GRAZTEE	EFFECTIVE DATE	RECORDING DATA	STATE	COUNTY
HSR VINCENT 1-26A CN KLITZ 9-26A CN WELD COUNTY B-01 (S) HAZEL MCHALE 1	424410815 424409629 20*114438000 20*114376000	0623000	MARTIN T HART ET UX - TRACT 4	Oil And Gas Lease	ENERGY MINERALS CORPORATION	06/03/1970	06/03/1972	COLORADO	WELD
HSR VINCENT 1-26A CN KLITZ 9-26A CN WELD COUNTY B-01 (S) HAZEL MCHALE 1	424410815 424409629 20*114438000 20*114376000	0637000	DONALD A PARKER ETUX	Oil And Gas Lease	ENERGY MINERALS CORPORATION	07/11/1970	07/10/1975	COLORADO	WELD
HSR VINCENT 1-26A CN KLITZ 9-26A CN WELD COUNTY B-01 (S) HAZEL MCHALE 1	424410815 424409629 20*114438000 20*114376000	32427000	WELD COUNTY - TRACT 1	Oil And Gas Lease	LELAND S VANCE	04/29/1970	04/29/1975	COLORADO	WELD
HSR VINCENT 1-26A CN KLITZ 9-26A CN WELD COUNTY B-01 (S) HAZEL MCHALE 1	424410815 424409629 20*114438000 20*114376000	32428000	THE LUPTON MEADOWS DITCH COMPANY - TRACT 1	Oil And Gas Lease	PAN AMERICAN PETROLEUM CORPORATION	01/25/1971	01/25/1976	COLORADO	WELD
HSR VINCENT 1-26A CN KLITZ 9-26A CN WELD COUNTY B-01 (S) HAZEL MCHALE 1	424410815 424409629 20*114438000 20*114376000	32429000	HAZEL MCHALE - TRACT 1	Oil And Gas Lease	T S PACE	02/07/1970	02/07/1980	COLORADO	WELD

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**Exhibit A-3**  
**Consent Leases**

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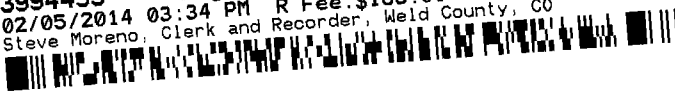
WELL NAME	NBL WELL ID	AGREEMENT NUM	AGREEMENT NAME	AGREEMENT TYPE	ORIGINAL LESSEE/GRAHTEE	EFFECTIVE DATE	RECORDING DATA	STATE	COUNTY	Type of Lease
CARLSON V 11-0711 JS CARLSON V 11-0111 JS CARLSON V 11-0111 CN CARLSON V 11-02 JS CARLSON V 11-02 CD CARLSON V 11-08 DANIEL V 11-15 JS DANIEL V 11-15 CN CARLSON V 11-07 CN CARLSON V 11-0811 JS DANIEL V 11-09 JS DANIEL V 11-09 CN DANIEL V 11-10 JS DANIEL V 11-10 CN PANCOST 37-2 CN PANCOST 36-2 CN GLOVER V 12-31 CN VYNCKIER V 11-22 CN VYNCKIER V 11-22 JSD	422127126 422127123 422127123 422127124 422127124 422127127 422129347 422129347 422127125 422127128 422129345 422129345 422129346 422129346 425790305 425790302 425704914 425713643 425713643	2618000	JAMES V CARLSON ET UX	Oil And Gas Lease	ENERGY MINERALS CORPORATION	02/24/1971	02/23/1972	COLORADO	WELD	Hard Consent
DANIEL V 11-16 JS DANIEL V 11-16 CN CARLSON V 11-0711 JS CARLSON V 11-0111 JS CARLSON V 11-0111 CN CARLSON V 11-02 JS CARLSON V 11-02 CD CARLSON V 11-08 DANIEL V 11-15 JS DANIEL V 11-15 CN CARLSON V 11-07 CN CARLSON V 11-0811 JS DANIEL V 11-09 JS DANIEL V 11-09 CN DANIEL V 11-10 JS DANIEL V 11-10 CN VYNCKIER V 11-22 CN VYNCKIER V 11-22 JSD GLOVER V 12-31 CN	422129348 422129348 422127126 422127123 422127123 422127124 422127124 422127127 422129347 422129347 422127125 422127128 422129345 422129345 422129346 422129346 425713643 425713643 425704914	1396002	WILHELM WEIGELE ET AL	Oil And Gas Lease	ENERGY MINERALS CORPORATION	02/23/1971	02/23/1972	COLORADO	WELD	Hard Consent
DANIEL V 11-16 JS DANIEL V 11-16 CN CARLSON V 11-0711 JS CARLSON V 11-0111 JS CARLSON V 11-0111 CN CARLSON V 11-02 JS CARLSON V 11-02 CD CARLSON V 11-08 DANIEL V 11-15 JS DANIEL V 11-15 CN CARLSON V 11-07 CN CARLSON V 11-0811 JS DANIEL V 11-09 JS DANIEL V 11-09 CN DANIEL V 11-10 JS DANIEL V 11-10 CN VYNCKIER V 11-22 CN VYNCKIER V 11-22 JSD GLOVER V 12-31 CN	422129348 422127126 422127123 422127123 422127124 422127124 422127127 422129347 422129347 422127125 422127128 422129345 422129345 422129346 422129346 425713643 425713643 425704914	1396001	HENRY MAUL ET UX	Oil And Gas Lease	ENERGY MINERALS CORPORATION	02/18/1971	02/17/1972	COLORADO	WELD	Hard Consent
MORITZ ANSCHUTZ 01-A DK PK FARMS 01 JS	422132295 422126470	Q066786006	ANSCHUTZ LAND & LIVESTOCK	Oil And Gas Lease	BEAVER MESA EXPLORATION CO	10/20/1972	10/19/1973	COLORADO	WELD	Hard Consent
SUPERIOR XX 17-19 DK VANTAGE ACRES 02 DK VANTAGE ACRES 02 JS	424424429 422122330 422122330	2190001	BURHL COOKE ET UX	Oil And Gas Lease	BEAVER MESA EXPLORATION CO	08/25/1971	08/25/1976	COLORADO	WELD	Hard Consent

Exhibit A-3:  
Consent Leases

WELL NAME	NBL WELL ID	AGREEMENT NUM	AGREEMENT NAME	AGREEMENT TYPE	ORIGINAL LESSEE/GRAZTEE	EFFECTIVE DATE	RECORDING DATA	STATE	COUNTY	Type of Lease
		0208000	ST CO 723201 S	Oil And Gas Lease	GEN OIL INC	02/18/1970	02/18/1980	COLORADO	WELD	Notice
		0396000	ST CO 74 7597 S	Oil And Gas Lease	D L PERCELL	02/18/1970	02/17/1975	COLORADO	WELD	Notice
		0399000	ST CO 70 7898 S	Oil And Gas Lease	TERRA RESOURCES INC	11/20/1970	11/20/1980	COLORADO	WELD	Notice
		0401000	ST CO 70 7896 S	Oil And Gas Lease	TERRA RESOURCES INC	11/20/1970	11/19/1980	COLORADO	WELD	Notice
		0423000	ST CO 70 7897 S	Oil And Gas Lease	TERRA RESOURCES INC	11/20/1968	11/19/1973	COLORADO	WELD	Notice
		0424000	ST COLORADO 72 2026 S	Oil And Gas Lease	D L PERCELL	02/18/1970	02/18/1995	COLORADO	WELD	Notice
		2624000	ST DEPT OF HIGHWAYS F006 1	Oil And Gas Lease	MARTIN OIL SERVICE INC	06/01/1977	06/01/1982	COLORADO	WELD	Notice
		2628000	ST DEPT OF HIGHWAYS F006 1	Oil And Gas Lease	MARTIN OIL SERVICE INC	02/01/1977	02/01/1982	COLORADO	WELD	Notice
		3122000	ST OF CO 708158 S	Oil And Gas Lease	PAN AMERICAN PETROLEUM CORPORATION	02/18/1970	02/18/1975	COLORADO	WELD	Notice
		3241000	USA COC 28426	Oil And Gas Lease	AMOCO PRODUCTION COMPANY	01/01/1975	01/01/1975	COLORADO	WELD	Notice
		3277000	COLORADO DEPARTMENT OF TRANSPORTATION	Oil And Gas Lease	SOCO WATTENBERG CORPORATION	11/01/1991	11/01/1991	COLORADO	WELD	Notice
		5539000	COLORADO DEPARTMENT OF TRANSPORTATION	Oil And Gas Lease	SOCO WATTENBERG CORPORATION	02/01/1993	02/01/1998	COLORADO	WELD	Notice
		32079000	CO DEPT OF TRANSPORTATION	Oil And Gas Lease	SNYDER OIL CORPORATION	04/01/1994	04/01/1999	COLORADO	WELD	Notice
		32138000	USA C-39420	Federal Oil And Gas Lease	BARRETT ENERGY COMPANY	08/01/1985	07/31/1995	COLORADO	WELD	Notice
		32335000	WELD COUNTY BOARD OF COMMI	Oil And Gas Lease	SOCO WATTENBERG CORPORATION	12/14/1992	12/13/1995	COLORADO	WELD	Soft Consent
		31343A	USA C-28424	Federal Oil And Gas Lease	AMOCO PRODUCTION COMPANY	01/01/1975	01/01/1995	COLORADO	WELD	Notice
		Q070669002	LOCHBLUE RESOURCES LLC	Oil And Gas Lease	NOBLE ENERGY INC	10/04/2012	10/04/2014	COLORADO	WELD	Notice
		0341000	STATE DEPARTMENT OF HIGHWAYS	Oil And Gas Lease	GEN OIL INC	08/15/1973	08/15/1983	COLORADO	WELD	Soft Consent
		2595000	STATE DEPARTMENT OF HIGHWAYS	Oil And Gas Lease	AMOCO PRODUCTION COMPANY	06/28/1985	06/28/1990	COLORADO	WELD	Soft Consent

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**Exhibit B-1**  
**Flood Wells**

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STATE	COUNTY	CMPL RC	WELL	CMPL RC NAME	API NUM	TWP	RGE	SFC	OPERATOR NAME
CO	WELD	432131724	422131609	EHRlich 34-15H7 CF	512318778	4N	67W	3	NOBLE ENERGY, INC
CO	WELD	432131726	422131610	EHRlich 34-16H7 CN	512318779	4N	67W	3	NOBLE ENERGY, INC
CO	WELD	432131722	422131608	EHRlich 34-09H7 CF	512318776	4N	67W	3	NOBLE ENERGY, INC
CO	WELD	435777181	425777081	BETZ 30-11 CN	512322861	5N	67W	30	NOBLE ENERGY, INC
CO	WELD	435777182	425777082	BETZ 30-14 CN	512322862	5N	67W	30	NOBLE ENERGY, INC
CO	WELD	435777202	425777102	BETZ 30-15 CN	512323608	5N	67W	30	NOBLE ENERGY, INC
CO	WELD	4357774817	4257774714	CROISSANT 19-43 CD	512322800	5N	67W	19	NOBLE ENERGY, INC
CO	WELD	4357774818	4257774715	CROISSANT 19-44 CD	512322799	5N	67W	19	NOBLE ENERGY, INC
CO	WELD	4357778190	4257778090	DEWALT 19-41 CD	512325807	5N	67W	19	NOBLE ENERGY, INC
CO	WELD	432127497	422127385	GOULD P 31-11J1 JS	512319992	3N	67W	31	NOBLE ENERGY, INC
CO	WELD	432122687	422122578	VARRA COMPANIES 31-06L CD	512316648	3N	67W	31	NOBLE ENERGY, INC
CO	WELD	432122686	422122578	VARRA COMPANIES 31-06L JS	512316648	3N	67W	31	NOBLE ENERGY, INC
CO	WELD	432121516	422121358	SEC 4 INVESTORS 34-04 CD	512322438	1N	68W	4	NOBLE ENERGY, INC
CO	WELD	432121515	422121358	SEC 4 INVESTORS 34-04 JS	512322438	1N	68W	4	NOBLE ENERGY, INC
CO	WELD	4357774814	4257774711	CROISSANT 30-12 CD	512322121	5N	67W	30	NOBLE ENERGY, INC
CO	WELD	4357774815	4257774712	CROISSANT 30-13 CN	512322120	5N	67W	30	NOBLE ENERGY, INC
CO	WELD	432127493	422127383	GOULD 31-1317 CN	512318161	3N	67W	31	NOBLE ENERGY, INC
CO	WELD	432127495	422127384	GOULD P 31-05J1 JS	512323147	3N	67W	31	NOBLE ENERGY, INC
CO	WELD	434404005	424403840	GOULD P 31-14 JS	512327404	3N	67W	31	NOBLE ENERGY, INC

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**Exhibit B-2**  
**Preferential Right Wells**

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Exhibit B-2:  
Preferential Right Wells

STATE	COUNTY	CMPL RC	WELL	CMPL RC NAME	API NUM	TWP	RGE	SEC	OPERATOR NAME
CO	WELD	434409921	424409821	LINKUS 32-24	512319682	1N	68W	24	MERIT ENERGY CO
CO	WELD	434407495	424407395	PUTNAM 01 DK	512308542	2N	66W	29	MERIT ENERGY CO
CO	WELD	434408049	424407949	SAKATA 11-36	512314884	1N	67W	36	MERIT ENERGY CO
CO	WELD	434407115	424407015	TOTEMS 34-24	512321354	1N	68W	24	MERIT ENERGY CO
CO	WELD	434407116	424407016	TOTEMS 44-24	512316628	1N	68W	24	MERIT ENERGY CO
CO	WELD	434410915	424410815	HSR VINCENT 1-26A CN	512320364	2N	67W	26	ANADARKO PETROLEUM CORP
CO	WELD	434409729	424409629	KLITZ 9-26A CN	512320855	2N	67W	26	ANADARKO PETROLEUM CORP
CO	WELD	10	20*114376011	HAZEL MICHAEL 1	512307643	2N	67W	26	KP KAUFFMAN COMPANY INC
CO	WELD	9	20*114438011	WELD COUNTY B-01	512307812	2N	67W	26	KP KAUFFMAN COMPANY INC

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Steve Moreno, Clerk and Recorder, Weld County, CO



**Exhibit B-3**  
**Hard Consent Wells**

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Exhibit B-3:  
Hard Consent Wells

STATE	COUNTY	CMPL RC	WELL	CMPL RC NAME	API NUM	TWP	RGE	SEC	OPERATOR NAME
CO	WELD	432132454	422132295	MORITZ ANSCHUTZ 01-A DK	512307735	1N	65W	9	NOBLE ENERGY, INC
CO	WELD	432126638	422126470	PK FARMS 01 JS	512307810	1N	65W	9	NOBLE ENERGY, INC
CO	WELD	434424765	424424429	SUPERIOR XX 17-19 DK	512325923	1N	65W	17	NOBLE ENERGY, INC
CO	WELD	435674494	422122330	VANTAGE ACRES 02 DK	512307748	1N	65W	17	NOBLE ENERGY, INC
CO	WELD	432122509	422122330	VANTAGE ACRES 02 JS	512307748	1N	65W	17	NOBLE ENERGY, INC
CO	WELD	435809021	422127123	CARLSON V 11-01JJ CN	512319713	2N	67W	11	NOBLE ENERGY, INC
CO	WELD	432127307	422127123	CARLSON V 11-01JJ JS	512319713	2N	67W	11	NOBLE ENERGY, INC
CO	WELD	432127310	422127124	CARLSON V 11-02 CD	512307311	2N	67W	11	NOBLE ENERGY, INC
CO	WELD	432127309	422127124	CARLSON V 11-02 JS	512307311	2N	67W	11	NOBLE ENERGY, INC
CO	WELD	432127312	422127125	CARLSON V 11-07 CN	512317510	2N	67W	11	NOBLE ENERGY, INC
CO	WELD	432127314	422127126	CARLSON V 11-07JJ JS	512319769	2N	67W	11	NOBLE ENERGY, INC
CO	WELD	432127316	422127127	CARLSON V 11-08 CN	512317511	2N	67W	11	NOBLE ENERGY, INC
CO	WELD	432127318	422127128	CARLSON V 11-08JJ JS	512320079	2N	67W	11	NOBLE ENERGY, INC
CO	WELD	432129485	422129345	DANIEL V 11-09 CN	512316828	2N	67W	11	NOBLE ENERGY, INC
CO	WELD	432129484	422129345	DANIEL V 11-09 JS	512316828	2N	67W	11	NOBLE ENERGY, INC
CO	WELD	432129488	422129346	DANIEL V 11-10 CN	512316829	2N	67W	11	NOBLE ENERGY, INC
CO	WELD	432129487	422129346	DANIEL V 11-10 JS	512316829	2N	67W	11	NOBLE ENERGY, INC
CO	WELD	432129491	422129347	DANIEL V 11-15 CN	512318753	2N	67W	11	NOBLE ENERGY, INC
CO	WELD	432129490	422129347	DANIEL V 11-15 JS	512318753	2N	67W	11	NOBLE ENERGY, INC
CO	WELD	432129494	422129348	DANIEL V 11-16 CN	512313716	2N	67W	11	NOBLE ENERGY, INC
CO	WELD	432129493	422129348	DANIEL V 11-16 JS	512313716	2N	67W	11	NOBLE ENERGY, INC
CO	WELD	435704915	425704914	GLOVER 36-2 CN	512329706	2N	67W	11	NOBLE ENERGY, INC
CO	WELD	435790303	425790302	PANCOST 36-2 CN	5123331296	2N	67W	11	KERR MCGEE O&G ONSHORE LP
CO	WELD	435790306	425790305	PANCOST 37-2 CN	5123331298	2N	67W	11	KERR MCGEE O&G ONSHORE LP
CO	WELD	435713644	425713643	VYNCKIER V 11-22 CN	512329764	2N	67W	11	NOBLE ENERGY, INC
CO	WELD	435744818	425713643	VYNCKIER V 11-22 JSD	512329764	2N	67W	11	NOBLE ENERGY, INC

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**Exhibit B-4**  
**Additional Wells**


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Exhibit B-4:  
Additional Wells

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STATE	COUNTY	CMPL RC	WELL	CMPL RC NAME	API NUM	TWP	RGE	SEC	OPERATOR NAME
CO	WELD	435829223	425829222	ENGLISH FARMS XX08-72HN	512336276	1N	65W	8	NOBLE ENERGY, INC
CO	WELD	432125034	422124871	DUANE E NELSON 41-33 SS	512308631	2N	68W	33	NOBLE ENERGY, INC
CO	WELD	434405459	424405359	BARCLAY CRISMAN 04-20 CD	512316645	3N	66W	20	ENCANA OIL & GAS USA INC
CO	WELD	434405460	424405359	BARCLAY CRISMAN 04-20 NI	512316645	3N	66W	20	ENCANA OIL & GAS USA INC
CO	WELD	434405461	424405361	BARCLAY CRISMAN 13-20 C	512320567	3N	66W	20	ENCANA OIL & GAS USA INC
CO	WELD	435856101	425856100	BARCLAY CRISMAN 4-6-20 CD	512322351	3N	66W	20	ENCANA OIL & GAS (USA)INC
CO	WELD	435856102	425856100	BARCLAY CRISMAN 4-6-20 NI	512322351	3N	66W	20	ENCANA OIL & GAS (USA)INC
CO	WELD	435850124	425850123	BELLA FEDERAL 10N-7HZ NI	512337436	3N	66W	7	KERR MCGEE O&G ONSHORE LP
CO	WELD	435850126	425850125	BELLA FEDERAL 15N-7HZ NI	512337551	3N	66W	7	KERR MCGEE O&G ONSHORE LP
CO	WELD	435850130	425850129	BELLA FEDERAL 23N-7HZ NI	512337441	3N	66W	7	KERR MCGEE O&G ONSHORE LP
CO	WELD	435850132	425850131	BELLA FEDERAL 25C-7HZ CD	512337438	3N	66W	7	KERR MCGEE O&G ONSHORE LP
CO	WELD	435850134	425850133	BELLA FEDERAL 36N-7HZ NI	512337592	3N	66W	7	KERR MCGEE O&G ONSHORE LP
CO	WELD	434405856	424405756	BOULDER BANK 01 CD	512307319	1N	66W	7	ENCANA OIL & GAS USA INC
CO	WELD	435856020	424405756	BOULDER BANK 03NI	512307319	1N	66W	7	ENCANA OIL & GAS USA INC
CO	WELD	434405857	424405757	BOULDER BANK 03-7 CD	512314604	1N	66W	7	ENCANA OIL & GAS USA INC
CO	WELD	435856011	424405757	BOULDER BANK 03-7 NI	512314604	1N	66W	7	ENCANA OIL & GAS USA INC
CO	WELD	434405859	424405759	BOULDER BANK 14-7 CDL	512321303	1N	66W	7	ENCANA OIL & GAS USA INC
CO	WELD	434405860	424405760	BOULDER BANK 23-7 CD	512319763	1N	66W	7	ENCANA OIL & GAS USA INC
CO	WELD	434405861	424405761	BOULDER BANK 24-7 NI	512321271	1N	66W	7	ENCANA OIL & GAS USA INC
CO	WELD	435856602	424405761	BOULDER BANK 24-7 CDL	512321271	1N	66W	7	ENCANA OIL & GAS USA INC
CO	WELD	434405863	424405763	BOULDER BANK 34-7 CDL	512319601	1N	66W	7	ENCANA OIL & GAS USA INC
CO	WELD	435862615	424405763	BOULDER BANK 34-7 NI	512319601	1N	66W	7	ENCANA OIL & GAS USA INC
CO	WELD	434405864	424405764	BOULDER BANK 43-7 CDL	512319893	1N	66W	7	ENCANA OIL & GAS USA INC
CO	WELD		424405764	BOULDER BANK 43-7 NI	512319893	1N	66W	7	ENCANA OIL & GAS USA INC
CO	WELD	434405865	424405765	BOULDER BANK 44-7 CN	512321277	1N	66W	7	ENCANA OIL & GAS USA INC
CO	WELD	435850151	425850150	BOYD 28C-32HZ CD	512337773	1N	65W	5	KERR MCGEE O&G ONSHORE LP
CO	WELD	435852264	425852262	BUTTERBALL 30C-10HZ CD	512337867	2N	67W	9	KERR MCGEE O&G ONSHORE LP
CO	WELD	435852266	425852265	BUTTERBALL 30C-15HZ CD	512337870	2N	67W	9	KERR MCGEE O&G ONSHORE LP
CO	WELD	435850983	425850982	CLINE 26C-2HZ CD	512338260	2N	67W	1	KERR MCGEE O&G ONSHORE LP
CO	WELD	435850280	425850279	DCP 37C-17HZ CD	512336515	3N	66W	8	KERR MCGEE O&G ONSHORE LP
CO	WELD	435850282	425850281	DCP 37N-17HZ NI	512336517	3N	66W	8	KERR MCGEE O&G ONSHORE LP
CO	WELD	435850847	425850846	DCP STATE 38N-17HZ NI	512337595	3N	66W	8	KERR MCGEE O&G ONSHORE LP
CO	WELD	435751323	424424106	DEVORE 6-0-34 CN	512324073	3N	66W	27	ENCANA OIL & GAS USA INC
CO	WELD	435804272	425804271	DEVORE 6-8-34 CN	512329815	2N	66W	3	ENCANA OIL & GAS (USA)INC
CO	WELD	434406703	424406603	ECHEVERRIA 11-02 CDL CD	512319854	2N	67W	2	ENCANA OIL & GAS USA INC
CO	WELD	435850329	425850328	GITTLEIN 30C-28HZ CD	512336348	2N	65W	28	KERR-MCGEE CORP
CO	WELD	435850331	425850330	GITTLEIN 3C-28HZ CD	512336231	2N	65W	28	KERR MCGEE O&G ONSHORE LP
CO	WELD	435850333	425850332	GITTLEIN 3N-28HZ NI	512336225	2N	65W	28	KERR MCGEE O&G ONSHORE LP
CO	WELD	435848737	425848736	GOBBLER 13N-23HZ NI	512336478	2N	66W	23	WILLIAMS PRODUCTION RMT CO LLC
CO	WELD	435850412	425850410	GRIFFITHS 34N-20HZ NI	512336634	1N	67W	17	KERR MCGEE O&G ONSHORE LP
CO	WELD	434411535	424411435	HARKIS 43-2 CDL	512321093	2N	65W	2	KERR MCGEE O&G ONSHORE LP
CO	WELD	434411536	424411436	HARKIS 43-2 J	512321093	2N	65W	2	KERR MCGEE O&G ONSHORE LP
CO	WELD	435851213	425851212	HARRIS FEDERAL 36N-E18HZ	512337762	3N	66W	7	KERR MCGEE O&G ONSHORE LP
CO	WELD	435851215	425851214	HENRICKSON 34N-18HZ NI	512337675	3N	66W	7	KERR MCGEE O&G ONSHORE LP

Exhibit B-4:  
Additional Wells

STATE	COUNTY	CMPL RC	WELL	CMPL RC NAME	API NUM	TWP	RGE	SEC	OPERATOR NAME
CO	WELD	435850416	425850415	HERMAN 15N-5HZ NI	512337502	2N	66W	5	KERR MCGEE O&G ONSHORE LP
CO	WELD	435850420	425850419	HERMAN 16N-5HZ NI	512337500	2N	66W	5	KERR MCGEE O&G ONSHORE LP
CO	WELD	435850424	425850423	HERMAN 36N-5HZ NI	512337503	2N	66W	5	KERR MCGEE O&G ONSHORE LP
CO	WELD	435852840	425852839	HERMAN 37C-5HZ CD	512337501	2N	66W	5	KERR MCGEE O&G ONSHORE LP
CO	WELD	435850426	425850425	HERMAN 37N-5HZ NI	512337505	2N	66W	5	KERR MCGEE O&G ONSHORE LP
CO	WELD	435851397	425851396	HIGHWAY 160 38N-2HZ NI	512338027	1N	66W	1	KERR MCGEE O&G ONSHORE LP
CO	WELD	435850438	425850437	HOWARD 28C-21HZ CD	512336809	1N	67W	21	KERR MCGEE O&G ONSHORE LP
CO	WELD	435852935	425852934	HOWARD 28N-28HZ NI	512337678	1N	67W	21	KERR MCGEE O&G ONSHORE LP
CO	WELD	435852943	425852942	HOWARD 30C-28HZ CD	512337681	1N	67W	20	KERR MCGEE O&G ONSHORE LP
CO	WELD	435856187	425856186	HOWARD 38C-33HZ CD	512338030	1N	67W	27	KERR MCGEE O&G ONSHORE LP
CO	WELD	435850463	425850461	KUNZMAN 29N-5HZ NI	512337027	2N	66W	5	KERR MCGEE O&G ONSHORE LP
CO	WELD	435850465	425850464	KUNZMAN 3C-5HZ CD	512337034	2N	66W	5	KERR MCGEE O&G ONSHORE LP
CO	WELD	435850469	425850468	KUNZMAN 4N-5HZ NI	512337028	2N	66W	5	KERR MCGEE O&G ONSHORE LP
CO	WELD	435850473	425850472	KUNZMAN FEDERAL 30N-5HZ N	512337026	2N	66W	5	KERR MCGEE O&G ONSHORE LP
CO	WELD	435850491	425850490	MARCUS STATE 3A-36H CD	512337443	2N	66W	35	ENCANA OIL & GAS (USA)INC
CO	WELD	435852976	425852975	PAVISTMA SOUTH 5NH NI	512334959	5N	67W	5	TEKTON WINDSOR LLC
CO	WELD	435851376	425851374	PENNINGTON 28N-2HZ NI	512337770	2N	67W	2	KERR MCGEE O&G ONSHORE LP
CO	WELD	435856098	425856097	RALPH 34C-19HZ	512336923	1N	67W	19	DAYSWATER EXPLORATION & PRODUCTION LLC
CO	WELD	435805537	425805534	SRC STATE 16TD CN	512330742	4N	67W	16	SYNERGY OIL & GAS LP
CO	WELD	435850614	425850613	THOMASON 11C-31HZ CD	512336004	1N	65W	6	KERR MCGEE O&G ONSHORE LP
CO	WELD	435852745	425852744	WIRKNER VANCE 14C-1HZ CD	512337882	2N	67W	1	KERR MCGEE O&G ONSHORE LP
CO	WELD	435852747	425852746	WIRKNER VANCE 34N-1HZ	512337884	2N	67W	1	KERR MCGEE O&G ONSHORE LP
CO	WELD	435852749	425852748	WIRKNER VANCE 35C-1HZ	512337883	2N	67W	1	KERR MCGEE O&G ONSHORE LP
CO	WELD	435852751	425852750	WIRKNER VANCE 35N-1HZ NI	512337887	2N	67W	1	KERR MCGEE O&G ONSHORE LP
CO	WELD	435848890	425848889	WISHBONE 30C-24HZ CD	512337145	2N	66W	23	KERR MCGEE O&G ONSHORE LP
CO	WELD	435848893	425848892	WISHBONE 30N-24HZ NI	512337147	2N	66W	23	KERR MCGEE O&G ONSHORE LP
CO	WELD	435851980	425851979	XCEL 32C-22HZ CD	512338391	1N	67W	21	KERR MCGEE O&G ONSHORE LP
CO	WELD	435741721	425741720	Bartez 24-17	512330294	2N	66W	17	KERR MCGEE O&G ONSHORE LP
CO	WELD	435832551	425770371	Camp 41-24 JS	512325778	3N	67W	24	KERR MCGEE O&G ONSHORE LP
CO	WELD	435770372	425770371	Camp 41-24 CN	512325778	3N	67W	24	KERR MCGEE O&G ONSHORE LP
CO	WELD	435771001	425771000	Haley 2	512307627	2N	67W	32	TOP OPERATING CO
CO	WELD	435774018	425774017	WEBBER 29-4 CN	512330903	3N	66W	4	KERR MCGEE O&G ONSHORE LP
CO	WELD	435792605	425792604	BALLINGER 31-18 CN	512331409	3N	67W	18	KERR MCGEE O&G ONSHORE LP
CO	WELD	435814797	425814796	Riverbend 39-12 CN	512332021	1N	67W	12	KERR MCGEE O&G ONSHORE LP
CO	WELD	435821838	425821837	Maier 1	512309189	2N	66W	28	ENCANA OIL & GAS (USA)INC
CO	WELD	435830550	425830549	Davis 1C-9H	512335366	2N	66W	9	ENCANA OIL & GAS (USA)INC
CO	WELD	435850294	425850293	Eisenach 32N-8HZ NI	512337572	3N	66W	8	KERR MCGEE O&G ONSHORE LP
CO	WELD	435850296	425850295	Eisenach Federal 30C-8HZ CD	512337573	3N	66W	8	KERR MCGEE O&G ONSHORE LP
CO	WELD	435850309	425850308	Eisenach Federal 30N-8HZ NI	512337571	3N	66W	8	KERR MCGEE O&G ONSHORE LP
CO	WELD	435850315	425850314	Eisenach Federal 5N-8HZ NI	512337574	3N	66W	8	KERR MCGEE O&G ONSHORE LP
CO	WELD	435850575	425850574	Rodman Bruntz 2A-26H D266	512338186	2N	66W	26	ENCANA OIL & GAS (USA)INC
CO	WELD	435850577	425850576	Rodman Bruntz 2B-26H D266	512338181	2N	66W	26	ENCANA OIL & GAS (USA)INC
CO	WELD	435850579	425850578	Rodman Bruntz 2C-26H	512337760	2N	66W	26	ENCANA OIL & GAS (USA)INC
CO	WELD	435850581	425850580	Rodman Bruntz 2D-26H	512337758	2N	66W	26	ENCANA OIL & GAS (USA)INC

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Exhibit B-4:  
Additional Wells

STATE	COUNTY	CMPL RC	WELL	CMPL RC NAME	API NUM	TWP	RGE	SEC	OPERATOR NAME
CO	WELD	435850583	425850582	Rodman Bruntz 2E-26H C266	512337759	2N	66W	26	ENCANA OIL & GAS (USA)INC
CO	WELD	435850620	425850619	UNDERHILL STATE 26C-17HZ CD	512336905	1N	67W	17	KERR MCGEE O&G ONSHORE LP
CO	WELD	435850991	425850990	Devore 1A-34H CD	512337231	3N	66W	34	ENCANA OIL & GAS (USA)INC
CO	WELD	435850993	425850992	Devore 1B-34H NI	512337247	3N	66W	34	ENCANA OIL & GAS (USA)INC
CO	WELD	435850995	425850994	Devore 1C-34H CD	512337233	3N	66W	34	ENCANA OIL & GAS (USA)INC
CO	WELD	435850997	425850996	Devore 1D-34H NI	512337228	3N	66W	34	ENCANA OIL & GAS (USA)INC
CO	WELD	435850999	425850998	Devore 1E-34H CD	512337229	3N	66W	34	ENCANA OIL & GAS (USA)INC
CO	WELD	435851001	425851000	Devore 1F-34H NI	512337230	3N	66W	34	ENCANA OIL & GAS (USA)INC
CO	WELD	435851003	425851002	Devore 1G-34H CD	512337270	3N	66W	34	ENCANA OIL & GAS (USA)INC
CO	WELD	435851005	425851004	Devore 1H-34H NI	512337232	3N	66W	34	ENCANA OIL & GAS (USA)INC
CO	WELD	435851387	425851386	Highway 160 15C-2HZ CD	512338026	1N	66W	2	KERR MCGEE O&G ONSHORE LP
CO	WELD	435851389	425851388	Highway 160 16C-2H CD	512338029	1N	66W	2	KERR MCGEE O&G ONSHORE LP
CO	WELD	435851392	425851391	Highway 160 15N-2HZ NI	512338028	1N	66W	2	KERR MCGEE O&G ONSHORE LP
CO	WELD	435851394	425851393	Highway 160 37N-2HZ NI	512338025	1N	66W	2	KERR MCGEE O&G ONSHORE LP
CO	WELD	435852338	425852337	Devore 6-4-34 CN	512322286	3N	66W	34	ENCANA OIL & GAS (USA)INC
CO	WELD	435854615	425854614	Willow Bend LD18-22HC CD	500109774	1N	67W	18	GREAT WESTERN OIL & GAS
CO	WELD	435854685	425854684	WAGNER 13C-03HZ	512338351	1N	67W	34	KERR MCGEE O&G ONSHORE LP
CO	WELD	435854702	425854701	Willow Bend LD18-22HN NI	500109772	1N	67W	18	GREAT WESTERN OIL & GAS
CO	WELD	435854704	425854703	Willow Bend LD18-23HC CD	500109776	1N	67W	18	GREAT WESTERN OIL & GAS
CO	WELD	435854706	425854705	Willow Bend LD18-23HN NI	500109773	1N	66W	18	GREAT WESTERN OIL & GAS
CO	WELD	435854708	425854707	Willow Bend LD18-36HN-2 NI	500109777	1N	67W	18	GREAT WESTERN OIL & GAS
CO	WELD	435854710	425854709	Willow Bend LD18-37HN NI	500109775	1N	67W	18	GREAT WESTERN OIL & GAS

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**Exhibit C**  
**Anadarko Area**

TOWNSHIP 1 NORTH, RANGE 65 WEST, SECTIONS 1 THROUGH 36  
TOWNSHIP 1 NORTH, RANGE 66 WEST, SECTIONS 1 THROUGH 36  
TOWNSHIP 1 NORTH, RANGE 67 WEST, SECTIONS 1 THROUGH 36  
TOWNSHIP 1 NORTH, RANGE 68 WEST, SECTIONS 1, 2, 3, 4, 9, 10, 11, 12, 13, 14, 15, 16, 21, 22, 23, 24, 25, 26, 35, 36  
TOWNSHIP 2 NORTH, RANGE 65 WEST, SECTIONS 1 (W 1/2), 2 THROUGH 36  
TOWNSHIP 2 NORTH, RANGE 66 WEST, SECTIONS 1 THROUGH 36  
TOWNSHIP 2 NORTH, RANGE 67 WEST, SECTIONS 1 THROUGH 36  
TOWNSHIP 2 NORTH, RANGE 68 WEST, SECTIONS 1, 2, 11, 12, 13, 14, 23, 24, 25, 26, 27, 28, 33, 34, 35, 36  
TOWNSHIP 3 NORTH, RANGE 65 WEST, SECTIONS 6, 7, 8, 9, 16, 17, 18, 19, 20, 21, 28, 29, 30, 31, 32, 33  
TOWNSHIP 3 NORTH, RANGE 66 WEST, SECTIONS 1 THROUGH 36  
TOWNSHIP 3 NORTH, RANGE 67 WEST, SECTIONS 1 THROUGH 36  
TOWNSHIP 3 NORTH, RANGE 68 WEST, SECTIONS 1, 2, 11, 12, 13, 14, 23, 24, 25, 26, 35, 36  
TOWNSHIP 4 NORTH, RANGE 67 WEST, SECTIONS 3, 4, 5, 6, 7, 8, 9, 10, 15, 16, 17, 18, 19, 20, 21, 28, 29, 30, 31, 32, 33  
TOWNSHIP 4 NORTH, RANGE 68 WEST, SECTIONS 9, 10, 11, 12, 13, 14, 15, 16, 21, 22, 23, 24, 25, 26, 27, 28, 33, 34, 35, 36  
TOWNSHIP 5 NORTH, RANGE 67 WEST, SECTIONS 3, 4, 5, 6, 7, 8, 9, 10, 15, 16, 17, 18, 19, 20, 21, 22, 27, 28, 29, 30, 31, 32, 33, 34  
TOWNSHIP 6 NORTH, RANGE 67 WEST, SECTIONS 19, 20, 21, 22, 27, 28, 29, 30, 31, 32, 33, 34

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