

ASSIGNMENT, BILL OF SALE AND CONVEYANCE

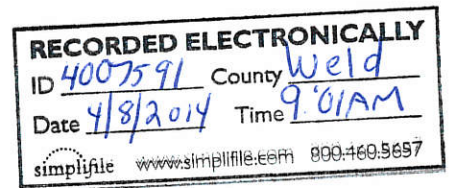
STATE OF COLORADO §
 §
COUNTY OF WELD §

This ASSIGNMENT, BILL OF SALE AND CONVEYANCE (this “Assignment”) dated April __, 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 **ANADARKO PETROLEUM CORPORATION**, a Delaware corporation, **ANADARKO E&P ONSHORE LLC**, a Delaware limited liability company, and **KERR-MCGEE OIL & GAS ONSHORE LP**, a Delaware limited partnership (“**Kerr-McGee**”), each with an office at 1099 18th Street, Suite 1800, Denver, Colorado 80202 (collectively, the “**Assignors**”), to **NOBLE ENERGY, INC.**, a Delaware corporation, with an office at 1625 Broadway, Suite 2200, 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 Anadarko Excluded Assets described in Section 1.03 of this Assignment) (collectively, the “**Assets**”):

- (a) The wells described in Exhibit A-1 (the “Flood Wells”) and Exhibit A-2 (the “Other Wells”) together with all Hydrocarbons produced therefrom after the Effective Time (the Flood Wells and the Other Wells are herein called the “**Anadarko Wells**”);
- (b) The Wellbore Rights under the oil and gas leases described in Exhibit B-1 (the “Flood Wells Wellbore Rights”) and Exhibit B-2 (the “Other Wells Wellbore Rights”), insofar and only insofar as such leases cover the lands specifically described therein and cover lands within the Spacing Unit, limited to the depths covered by such Spacing Unit, for the Anadarko 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 Anadarko 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 Anadarko Wells (the “**Anadarko 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 Anadarko 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



ASSIGNMENT, BILL OF SALE AND CONVEYANCE

STATE OF COLORADO §
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This ASSIGNMENT, BILL OF SALE AND CONVEYANCE (this “**Assignment**”) dated April __, 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 **ANADARKO PETROLEUM CORPORATION**, a Delaware corporation, **ANADARKO E&P ONSHORE LLC**, a Delaware limited liability company, and **KERR-MCGEE OIL & GAS ONSHORE LP**, a Delaware limited partnership (“**Kerr-McGee**”), each with an office at 1099 18th Street, Suite 1800, Denver, Colorado 80202 (collectively, the “**Assignors**”), to **NOBLE ENERGY, INC.**, a Delaware corporation, with an office at 1625 Broadway, Suite 2200, 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 Anadarko Excluded Assets described in Section 1.03 of this Assignment) (collectively, the “**Assets**”):

(a) The wells described in Exhibit A-1 (the “Flood Wells”) and Exhibit A-2 (the “Other Wells”) together with all Hydrocarbons produced therefrom after the Effective Time (the Flood Wells and the Other Wells are herein called the “**Anadarko Wells**”);

(b) The Wellbore Rights under the oil and gas leases described in Exhibit B-1 (the “Flood Wells Wellbore Rights”) and Exhibit B-2 (the “Other Wells Wellbore Rights”), insofar and only insofar as such leases cover the lands specifically described therein and cover lands within the Spacing Unit, limited to the depths covered by such Spacing Unit, for the Anadarko 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 Anadarko 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 Anadarko Wells (the “**Anadarko 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 Anadarko 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 “**Anadarko Contracts**”).

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

(a) the Wellbore Rights associated with the other wells not described on Exhibits A-1 or A-2 in the oil and gas leases described in Exhibits B-1 or B-2, insofar as such leases cover lands within the Spacing Unit for such other wells, limited to the depths covered by such Spacing Unit, for such other wells;

(b) 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;

(c) 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 Anadarko Leases or other leases or lands with which the Anadarko Leases may have been pooled or unitized, whether located inside or outside of the Noble 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 Anadarko Leases with respect to which the Assignors or one of their Affiliates is the lessor;

(d) 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;

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

(f) 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 Anadarko Excluded Assets;

(g) any claims and causes of action of the Assignors arising under or with respect to any Anadarko 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 – Anadarko 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;

(h) 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;

(i) 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;

- (j) 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;
- (k) all Cygnet, SCADA and similar communication and control equipment and facilities;
- (l) all vehicles and other rolling stock;
- (m) all information, communications and work-product covered by the attorney-client or attorney work-product privileges or other legal privilege, excluding title opinions;
- (n) all seismic, geophysical, geochemical, and interpretative data and information related to the Assets or the Anadarko Excluded Assets, whether owned by the Assignors or licensed from Third Parties (“**Seismic Data**”);
- (o) (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 Anadarko 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);
- (p) 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;
- (q) the Assignors’ right, title and interest in the Anadarko 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;
- (r) 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;
- (s) all swap, futures, or derivative contracts backed by or related to the Assets or any other assets of the Assignors;
- (t) any equipment, materials, spare parts, tools and other personal property that may have been previously used or is being held for use on the Anadarko Leases but that are presently stored or warehoused at an Assignor or Third Party site not located on the Assets;
- (u) 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;
- (v) 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;
- (w) all rig and service contracts and all master service agreements; and
- (x) 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 Anadarko Material Contracts) and the agreements set forth on Schedule 7.08 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 Flood 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 Flood Well. In addition, the Kerr-McGee hereby warrants and agrees to defend Assignee against every Person whomsoever lawfully claiming or to claim an interest in any Other Well included in the Assets by, through or under Assignor, with respect to, and only with respect to, claims to an interest created during the period from October 18, 2013 to the date of this Assignment.

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 7 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 7 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 ANADARKO CONTRACT.

(D) EXCEPT AS AND TO THE EXTENT EXPRESSLY SET FORTH IN SECTION 7.06 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 – Anadarko 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 ***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 3.08 ***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:

ANADARKO PETROLEUM CORPORATION

By: Matthew T. Miller
Matthew T. Miller
Attorney-in-Fact

ACKNOWLEDGEMENT

State of Colorado }
County of Denver }

The foregoing instrument was acknowledged before me this 7th day of April 2014, by Matthew T. Miller as Attorney-in-Fact of Anadarko Petroleum Corporation, a Delaware corporation, on behalf of the corporation.

Beth A. Beck
Notary Public
Printed Name: Beth A. Beck

Commission No. 20094036978
My commission expires: 11/12/2017



ANADARKO E&P ONSHORE LLC

By: Matthew T. Miller
Matthew T. Miller
Attorney-in-Fact

ACKNOWLEDGEMENT

State of Colorado }
County of Denver }

The foregoing instrument was acknowledged before me this 7th day of April 2014, by Matthew T. Miller as Attorney-in-Fact of Anadarko E&P Onshore LLC, a Delaware limited liability company, on behalf of the company.

Beth A. Beck
Notary Public
Printed Name: Beth A. Beck

Commission No. 20094036978
My commission expires: 11/12/2017



KERR-MCGEE OIL & GAS ONSHORE LP

By: Matthew T. Miller
Matthew T. Miller
Attorney-in-Fact

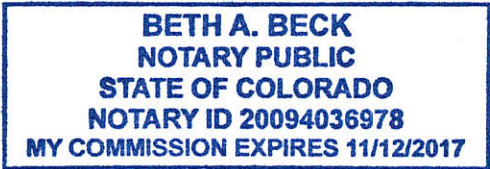
ACKNOWLEDGEMENT

State of Colorado }
 }
County of Denver }

The foregoing instrument was acknowledged before me this 17th day of April 2014, by Matthew T. Miller as Attorney-in-Fact of Kerr-McGee Oil & Gas Onshore LP, a Delaware limited partnership, 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



ASSIGNEE:

NOBLE ENERGY, INC.

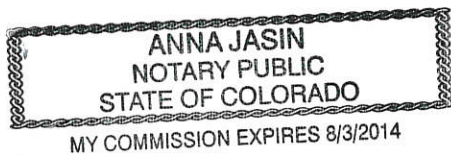
By: 
Joseph H. Lorenzo
Senior Land Manager and Attorney-in-Fact

DSK
ROC

ACKNOWLEDGEMENT

State of Colorado }
 }
County of Denver }

The foregoing instrument was acknowledged before me on this 7 day of April 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.




Notary Public

Printed Name: Anna Jasin

Commission No. 20104027154

My commission expires: 08.03.2014

Exhibit A-1

Anadarko Flood Wells

County	APC Well ID	Cmpl #	API	Well Name	Surface Location	Bottomhole Location	Well Status	Operator	Prod Formation
WELD	76055	01	0512313150	GUY SHABLE INC. 1-4	4 4N 66W	4 4N 66W	PRODUCING	KERR-MCGEE OIL AND GAS ONSHORE LP	CODELL
WELD	76055	03	0512313150	GUY SHABLE INC. 1-4	4 4N 66W	4 4N 66W	PREDRILL	KERR-MCGEE OIL AND GAS ONSHORE LP	NIOBRARA
WELD	76055	04	0512313150	GUY SHABLE INC. 1-4	4 4N 66W	4 4N 66W	PREDRILL	KERR-MCGEE OIL AND GAS ONSHORE LP	NIOBRARA-CODELL
WELD	76055	02	0512313150	GUY SHABLE INC. 1-4	4 4N 66W	4 4N 66W	PRODUCING	KERR-MCGEE OIL AND GAS ONSHORE LP	SHANNON
WELD	76054	02	0512313283	ALVA SHABLE 2-4	4 4N 66W	4 4N 66W	PRODUCING	KERR-MCGEE OIL AND GAS ONSHORE LP	NIOBRARA-CODELL
WELD	76054	01	0512313283	ALVA SHABLE 2-4	4 4N 66W	4 4N 66W	PRODUCING	KERR-MCGEE OIL AND GAS ONSHORE LP	SHANNON
WELD	76044	01	0512316843	GUY SHABLE INC 4-4	4 4N 66W	4 4N 66W	PRODUCING	KERR-MCGEE OIL AND GAS ONSHORE LP	NIOBRARA-CODELL
WELD	75982	01	0512312655	RICHARDSON BR UT B 1	15 5N 65W	15 5N 65W	PRODUCING	KERR-MCGEE OIL AND GAS ONSHORE LP	NIOBRARA-CODELL
WELD	75982	02	0512312655	RICHARDSON BR UT B 1	15 5N 65W	15 5N 65W	PREDRILL	KERR-MCGEE OIL AND GAS ONSHORE LP	J SAND
WELD	75979	01	0512312667	HARRINGTON 1	15 5N 65W	15 5N 65W	PRODUCING	KERR-MCGEE OIL AND GAS ONSHORE LP	NIOBRARA-CODELL
WELD	75979	02	0512312667	HARRINGTON 1	15 5N 65W	15 5N 65W	PREDRILL	KERR-MCGEE OIL AND GAS ONSHORE LP	J SAND
WELD	76141	01	0512312940	PEPPLER 16-35	35 5N 66W	35 5N 66W	PRODUCING	KERR-MCGEE OIL AND GAS ONSHORE LP	CODELL
WELD	76141	02	0512312940	PEPPLER 16-35	35 5N 66W	35 5N 66W	PREDRILL	KERR-MCGEE OIL AND GAS ONSHORE LP	NIOBRARA
WELD	76141	03	0512312940	PEPPLER 16-35	35 5N 66W	35 5N 66W	PREDRILL	KERR-MCGEE OIL AND GAS ONSHORE LP	NIOBRARA-CODELL
WELD	76143	01	0512312984	RUMSEY 16-34	34 5N 66W	34 5N 66W	PRODUCING	KERR-MCGEE OIL AND GAS ONSHORE LP	NIOBRARA-CODELL
WELD	76066	01	0512313039	DOS RIOS 14-34	34 5N 66W	34 5N 66W	PRODUCING	KERR-MCGEE OIL AND GAS ONSHORE LP	NIOBRARA-CODELL
WELD	75933	01	0512313144	LASALLE 14-29	32 5N 65W	32 5N 65W	PRODUCING	KERR-MCGEE OIL AND GAS ONSHORE LP	NIOBRARA-CODELL
WELD	76096	01	0512313289	PEPPLER 3-36	36 5N 66W	36 5N 66W	PRODUCING	KERR-MCGEE OIL AND GAS ONSHORE LP	NIOBRARA-CODELL
WELD	76142	01	0512313377	PEPPLER 9-35	35 5N 66W	35 5N 66W	PRODUCING	KERR-MCGEE OIL AND GAS ONSHORE LP	NIOBRARA-CODELL
WELD	76095	01	0512314438	PEPPLER 2-36	36 5N 66W	36 5N 66W	PRODUCING	KERR-MCGEE OIL AND GAS ONSHORE LP	NIOBRARA-CODELL
WELD	76112	01	0512316740	DOS RIOS 43-34	34 5N 66W	34 5N 66W	PRODUCING	KERR-MCGEE OIL AND GAS ONSHORE LP	NIOBRARA-CODELL
WELD	75951	01	0512317520	ROADIFER 12-12B	12 5N 65W	12 5N 65W	PRODUCING	KERR-MCGEE OIL AND GAS ONSHORE LP	NIOBRARA-CODELL
WELD	75983	01	0512320455	HSR-KARRE 9-15	15 5N 65W	15 5N 65W	PRODUCING	KERR-MCGEE OIL AND GAS ONSHORE LP	NIOBRARA-CODELL
WELD	75990	03	0512323192	HSR-KARRE 20-15	15 5N 65W	15 5N 65W	PRODUCING	KERR-MCGEE OIL AND GAS ONSHORE LP	NIOBRARA-CODELL

Exhibit A-2

Anadarko Other Wells

COUNTY	CMPLRC	WELL	CMPLRC NAME	APINUM	TWP	RGE	SEC	OPERATOR NAME
WELD	432129949	422129724	DECHANT UPRR 41-01A CN	512314476	2N	65W	1	NOBLE ENERGY, INC
WELD	432129948	422129724	DECHANT UPRR 41-01A JS	512314476	2N	65W	1	NOBLE ENERGY, INC
WELD	435774247	425774246	DECHANT X 01-07 CN	512331920	2N	65W	1	NOBLE ENERGY, INC
WELD	435780508	425780507	DECHANT X 01-08 CN	512331919	2N	65W	1	NOBLE ENERGY, INC
WELD	435810139	425780507	DECHANT X 01-08 JS	512331919	2N	65W	1	NOBLE ENERGY, INC
WELD	435685898	425685896	MOSER H 34-31 CN	512329099	3N	65W	34	NOBLE ENERGY, INC
WELD	435688422	425685896	MOSER H 34-31 JS	512329099	3N	65W	34	NOBLE ENERGY, INC
WELD	435845256	425845255	LAND JG 31-32D	512336610	2N	64W	31	GREAT WESTERN OIL & GAS COMPANY LLC
WELD	435845281	425845280	LAND JG 31-33D	512336609	2N	64W	31	GREAT WESTERN OIL & GAS COMPANY LLC
WELD	435845289	425845288	LAND JG 31-34D	512336588	2N	64W	31	GREAT WESTERN OIL & GAS COMPANY LLC
WELD	435697460	425697459	CANNON X 03-29 CN	512329668	2N	65W	3	NOBLE ENERGY, INC

Exhibit B-1

Anadarko Assigned Flood Wells Wellbore Rights

Lease Number	Suffix	Lessor	Original Lessee	Effective Date	Expiration Date	Recording Date	Reception #	State	County	Twsp	Range	Section
CO-000010389	001	PAUL R AND W CATHERINE MATHEWS	RICHARD L LEWIS	9/15/1980	9/15/1985	10/20/1980	1839265	CO	WELD	5N	65W	12
CO-000010389	002	MAGGIE F JOHNSON	RICHARD L LEWIS	9/12/1980	9/12/1985	11/5/1980	1840683	CO	WELD	5N	65W	12
CO-000010548	002	MARY JO AND LARAMIE L BURSON	NORDIC PETROLEUMS INC	12/20/1982	12/20/1985	1/10/1983	1913953	CO	WELD	5N	66W	36
CO-000010548	003	CAROLYN GANEL L DOUGLAS	NORDIC PETROLEUMS INC	12/20/1982	12/20/1985	1/10/1983	1913952	CO	WELD	5N	66W	36
CO-000010548	004	HAROLD LLOYD AND ROSALIE HUME	NORDIC PETROLEUMS INC	12/20/1982	12/20/1985	1/10/1983	1913954	CO	WELD	5N	66W	36
CO-000010548	005	MAX H AND LOIS HUME	W G VAN BEBBER	1/12/1983	1/12/1986	3/1/1983	1918954	CO	WELD	5N	66W	36
CO-000010548	006	MICHAEL AND JAN HUME	NORDIC PETROLEUMS INC	12/20/1982	12/20/1985	3/1/1983	1918866	CO	WELD	5N	66W	36
CO-000010548	007	JACKIE MARIE HUME	NORDIC PETROLEUMS INC	12/20/1982	12/20/1985	3/1/1983	1918867	CO	WELD	5N	66W	36
CO-000010548	008	FLOYD B AND PATRICIA L HUME	NORDIC PETROLEUMS INC	12/20/1982	12/20/1985	3/1/1983	1918863	CO	WELD	5N	66W	36
CO-000010548	009	ELAINE HUME	NORDIC PETROLEUMS INC	12/20/1982	12/20/1985	3/1/1983	1918864	CO	WELD	5N	66W	36
CO-000010548	010	SAM AND SHERRY HUME	NORDIC PETROLEUMS INC	12/20/1982	12/20/1985	3/1/1983	1918865	CO	WELD	5N	66W	36
CO-000010548	011	VIOLET A HUME ET AL	W G VAN BEBBER	1/5/1983	1/5/1986	3/1/1983	1918951	CO	WELD	5N	66W	36
CO-000010548	012	DONALD G MILLER	NORDIC PETROLEUMS INC	1/19/1983	1/19/1986	2/8/1983	1916286	CO	WELD	5N	66W	36
CO-000010548	013	VONDA M AND BRIANT H PEECHER	NORDIC PETROLEUMS INC	1/14/1983	1/14/1986	1/17/1983	1914637	CO	WELD	5N	66W	36
CO-000010548	014	MARIAN M PEPPLER ET AL CO-TRUSTEES	R A RESOURCES INC	11/7/1985	11/7/1986	12/13/1985	2035750	CO	WELD	5N	66W	36
CO-000010548	015	SHARON AND KERRY PYLE	NORDIC PETROLEUMS INC	12/20/1982	12/20/1985	2/14/1983	1917468	CO	WELD	5N	66W	36
CO-000010548	016	LESLIE YVONNE AND JENS STEPHEN	NORDIC PETROLEUMS INC	12/20/1982	12/20/1985	2/14/1983	1917467	CO	WELD	5N	66W	36
CO-000010548	017	HAZEL HUME	ELK EXPLORATION INC	8/30/1990	8/30/2000	12/27/1990	2236943	CO	WELD	5N	66W	36
CO-000010497	001	M E HAGAN ESTATE BY M H WILLIAMS	AEON ENERGY CO	10/20/1981	1876284	12/7/1981	1876284	CO	WELD	5N	66W	34
CO-000010497	002	EVERETT DALE AND MARIAN M HOFF	H&C COLTON COMPANY	5/13/1985	2011100	5/28/1985	2011100	CO	WELD	5N	66W	34
CO-000010497	003	PAUL B HOFF	H & C COLTON COMPANY	5/3/1985	2009309	5/13/1985	2009309	CO	WELD	5N	66W	34
CO-000010497	004	LLOYD W AND EDNA RUMSEY	THE COLTON COMPANY	2/9/1981	1875442	11/25/1991	1875442	CO	WELD	5N	66W	34
CO-000010498	001	NELLIE M AND RALPH E SPENCER	THE COLTON COMPANY	6/8/1981	1861346	6/8/1986	6/23/1981	CO	WELD	5N	66W	34
CO-000010498	002	DOS RIOS INC	AEON ENERGY CO	10/22/1981	1874221	10/22/1986	11/12/1981	CO	WELD	5N	66W	34
CO-000010498	003	DOS RIOS INC	H & C COLTON COMPANY	12/10/1987	2124534	6/30/1989	12/11/1987	CO	WELD	5N	66W	34
CO-000010431	001	EARL JAMES AND LILLIAN OUALEA NICKS	RICHARD L LEWIS	11/19/1980	1842462	11/25/1980	1842462	CO	WELD	5N	65W	15
CO-000010431	002	HARVEY D JR & LUBERTA P HARRINGTON	RICHARD L LEWIS	12/2/1980	184250	12/15/1980	1844250	CO	WELD	5N	65W	15
CO-000010431	003	ROBERT DENNIS & LUCILE H CARPENTER	RICHARD L LEWIS	12/2/1980	1846387	1/8/1981	1846387	CO	WELD	5N	65W	15
CO-000010431	004	HENRY M AND CAROL ANN KARRE	RICHARD L LEWIS	11/14/1980	1842457	11/25/1980	1842457	CO	WELD	5N	65W	15
CO-000013832		STATE DEPT OF HIGHWAYS P 03-022-40	AMOCO PRODUCTION COMPANY	9/25/1981	1904547	9/23/1982	1904547	CO	WELD	5N	65W	15
CO-000010431	005	B R AND LOIS I RICHARDSON	RICHARD L LEWIS	11/17/1980	1842461	11/25/1980	1842461	CO	WELD	5N	65W	15
CO-000010430		LORENZ FARMS INC	RICHARD L LEWIS	11/13/1980	1842458	11/25/1980	1842458	CO	WELD	5N	65W	15
CO-000010569	001	JOE G JASSO AND LUCY T JASSO	ELK EXPLORATION INC	7/17/1987	7/17/1988	7/17/1987	2107461	CO	WELD	5N	66W	36
CO-000010569	002	FRANK TORRES AND MARIA TORRES JT	ELK EXPLORATION INC	7/17/1987	7/17/1988	7/17/1987	2107460	CO	WELD	5N	66W	36
CO-000010500	001	GUY SHABLE INC	AEON ENERGY CO	9/14/1981	9/14/1986	11/6/1981	1874006	CO	WELD	4N	66W	4
CO-000010499	001	HAROLD T KING ET AL	AEON ENERGY CO	3/30/1982	3/30/1987	4/28/1982	1889980	CO	WELD	4N	66W	4
CO-000010499	002	ARTHUR P AND SUSAN GARCIA	AEON ENERGY CO	3/29/1982	3/29/1987	4/28/1982	1889981	CO	WELD	4N	66W	4
CO-000010500	002	MARIE J SHABLE	AEON ENERGY CO	9/23/1981	9/23/1986	11/6/1981	1874005	CO	WELD	4N	66W	4
CO-000010874		NORMAN G AND CHRISTINE E COX	SNYDER OIL CORPORATION	3/13/1991	3/13/1994	3/18/1991	02244212	CO	WELD	5N	65W	12
CO-000012262		NORMA L GROSSAINT	RICHARD L LEWIS	10/7/1980	10/7/1985	10/20/1980	1839275	CO	WELD	5N	65W	15
CO-000013797		A L HARRINGTON TTE ET AL	RICHARD L LEWIS	10/6/1980	10/6/1985	10/20/1980	1839272	CO	WELD	5N	65W	15
CO-000010500	003	ALVA L AND DONNA J SHABLE	ELK EXPLORATION INC	10/31/1986	1/31/1987	11/3/1986	2075651	CO	WELD	4N	66W	4
CO-000010500	004	GENEVIEVE M AND ELDON R YETTER	ELK EXPLORATION INC	9/30/1986	12/31/1987	9/16/1986	2069656	CO	WELD	4N	66W	4
CO-000010500	005	DELBERT W AND MARY ERMA SHABLE	ELK EXPLORATION INC	10/31/1986	1/31/1987	1/9/1986	2072754	CO	WELD	4N	66W	4
CO-000010498	004	DOS RIOS INC	NORDIC PETROLEUM INC	12/8/1982	12/8/1986	12/22/1982	1912260	CO	WELD	5N	66W	34
CO-000007887		USA COC-041839	CALVIN PETROLEUM CORP	1/1/1987	1/1/2007	Not Recorded	N/A	CO	WELD	5N	65W	32

CO-000012510		TOWN OF LASALLE	ARLO L RICHARDSON	11/22/1983	11/22/1986	12/6/1983	1949077	CO	WELD	5N	65W	32
CO-000012511	001	DOROTHY LOUISE HYATT	SUNSHINE VALLEY PETROLEUM CORPORATION	7/30/1986	7/30/1987	9/3/1986	2068645	CO	WELD	5N	65W	32
CO-000012511	002	MARTIN L FREI ET AL	SUNSHINE VALLEY PETROLEUM CORPORATION	7/30/1986	7/30/1987	8/29/1986	2067156	CO	WELD	5N	65W	32
CO-000012511	003	GLADYS MAE MORTHORST	SUNSHINE VALLEY PETROLEUM CORPORATION	7/30/1986	7/30/1987	9/6/1985	2067794	CO	WELD	5N	65W	32
CO-000012519		MARIAN M PEPPLER & HAROLD PEPPLER EST	SUNSHINE VALLEY PETROLEUM CORPORATION	11/8/1985	1/31/1986	12/13/1985	2035773	CO	WELD	5N	66W	35
CO-000012520		ELLJIS H LUTHER AND LOIS J LUTHER	ARLO L RICHARDSON	9/2/1983	9/2/1988	9/29/1983	1942031	CO	WELD	5N	66W	35
CO-000012521		LLOYD W RUMSEY AND EDNA RUMSEY	H & C COLTON COMPANY	12/21/1983	12/21/1986	4/6/1983	1922656	CO	WELD	5N	66W	35
CO-000010498	007	WALTER V STRAIGHT	THE COLTON COMPANY	3/1/1981	3/1/1986	4/10/1981	1854848	CO	WELD	5N	66W	34
CO-000010577		JEROME H. AND LYDIA LOEFFLER	CALVIN PETROLEUM CORPORATION	3/19/1979	3/19/1984	4/2/1979	1786041	CO	WELD	5N	66W	36

Exhibit B-2

Anadarko Assigned Other Wells Wellbore Rights

Lease Number	Suffix	Lessor	Original Lessee	Effective Date	Expiration Date	Recording Date	Reception #	State	County	Twp	Range	Section
CO-MPA000033		UNION PACIFIC RAILROAD COMPANY	PAN AMERICAN PETROLEUM	11/24/1970	11/24/1975	12/21/1970	1559258	CO	WELD	2N	65W	1
CO-M00000741		UNION PACIFIC RESOURCES COMPANY	UNITED STATES EXPLORATION INC	05/15/1998	05/15/2001	05/22/1998	2614709	CO	WELD	2N	65W	1
CO-M00000071		UNION PACIFIC RESOURCES COMPANY	BASIN EXPLORATION INC	11/01/1989	11/01/1990	03/12/1990	02207442	CO	WELD	2N	65W	1
CO-000013321		WESLEY E MOSER ET UX	HAL A. MCVEY	1/28/1970	1/28/1975	3/11/1970	1543720	CO	WELD	3N	65W	34
CO-000012266		UNION PACIFIC RESOURCES CORP	BASIN EXPLORATION INC	6/1/1988	6/1/1989	7/8/1988	2147409	CO	WELD	3N	65W	33
CO-000014034		UNION PACIFIC RESOURCES CORP	UNITED STATES EXPLORATION INC	5/15/1998	5/15/2001	10/9/2000	2799146	CO	WELD	3N	65W	33
CO-000013322		ROY MOSER AND FERN MOSER	HAL A. MCVEY	1/29/1970	1/29/1975	3/11/1970	1543721	CO	WELD	2N	65W	3
CO-000013322		ROY MOSER AND FERN MOSER	HAL A. MCVEY	1/29/1970	1/29/1975	3/11/1970	1543721	CO	WELD	3N	65W	34
CO-000017458		ST CO 70/7898-S	TERRA RESOURCES INC	11/20/2970	11/20/1980	11/21/1972	1602106	CO	WELD	2N	65W	36